

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**

8/19/2019

**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. CoServ check presentation
2. Proclamation for National Senior Center Month
3. Presentation regarding Mutual Aid Services provided by the Town

E. PUBLIC COMMENT

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

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

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

F. ANNOUNCEMENTS

1. Announce recent and upcoming civic and social events.

G. TOWN MANAGER'S REPORT

Update and discussion on:

1. Capital improvement projects
2. Economic Development projects

H. FUTURE AGENDA ITEMS

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

I. COORDINATION OF CALENDARS

1. A regular meeting is scheduled for Tuesday, September 3.

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 8/5- Consider approval of the minutes from a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting on August 5, 2019.
2. Firefighting and Rescue Equip- 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.
3. Armstrong Laboratory Agreement- Consider approval of an agreement with Armstrong Forensic Laboratory, Inc., for a forensic laboratory fee agreement for the purpose of submitting alleged controlled substances for analysis; and authorization for the Mayor to execute same on behalf of the Town.
4. SPAN Transportation- Consider approval for a Service Agreement for Demand Response Transit Service with Special Programs for Aging Needs, Inc., in an amount not-to-exceed \$51,535.08, to provide transportation service for Town citizens who are age 65 or older and Town citizens with verifiable disabilities that prevent them from driving; and authorization for the Mayor to execute same on behalf of the Town.
5. FM Storage Warehouse CO1- Consider approval of Change Order No. 1 for the construction of Flower Mound Storage Warehouse project, amending the contract with MSB Constructors, Inc., to provide for an increase to the contract in the amount of \$71,882.57; and authorization for the Mayor to execute same on behalf of the Town.
6. FM 2499 Street Name Change- Consider approval of an ordinance for a street name change for Long Prairie Road (100-800 block) to International Parkway (100-800 block) (The Transportation Commission recommended changing the street name by a vote of 4 to 3 at its August 13, 2019, meeting)
7. Grady Court Recon Construction- Consider approval of a Construction Agreement with 3D Paving and Contracting, LLC, for the Grady Court Reconstruction project, in the amount of \$630,670.00; and authorization for the Mayor to execute same on behalf of the Town.
8. Grady Court Recon Testing- Consider approval of a Professional Services Agreement with HVJ North Texas – Chelliah Consultants, Inc. to provide construction materials engineering and testing, for the Grady Court Reconstruction project, in the amount of \$27,995.00; and authorization for the Mayor to execute same on behalf of the Town.

9. Minutes 8/15- Consider approval of the minutes from a work session of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting on August 15, 2019.

K. REGULAR ITEMS

10. Town Budget- Public Hearing to consider the proposed budget for the fiscal year beginning on October 1, 2019, and ending on September 30, 2020.
11. Crime District Budget- 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.
12. Fire District Budget- 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.
13. Tax Rate- Public Hearing (1 of 2) to consider a tax rate of \$0.4390 per \$100 assessed valuation.
14. MPA19-0002 Canyon Falls- 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.)
15. ZPD19-0007 Canyon Falls- 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 subject to the terms and conditions in the attached Development Agreement and authorization for Mayor to execute same on behalf of the Town. The property is generally located north of Cross Timbers Road and between Interstate 35W and U.S. 377. (The Planning and Zoning Commission recommended approval/denial by a vote of 0 to 0 at its July 22, 2019, meeting.)

16. LDR19-0005 - Extended Stay Hotels- **Public Hearing** to consider an ordinance amending the Land Development Regulations (LDR19-0005 – Extended Stay Hotels) by amending Chapter 98 entitled “Zoning,” of the Town's Code of Ordinances, to create or modify the definitions and define the standards for hotels and motels, extended stay hotels, and specific use permit automatic renewals. (The Planning and Zoning Commission recommended approval with modifications by a vote of 6 to 1 at its August 12, 2019, meeting.)
17. 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 (On August 5, 2019, the Town Council voted to postpone this item to August 19, 2019, by a vote of 5 to 0).

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

Pre-Council Room

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

M. CLOSED MEETING

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

- a. Consultation with Attorney.
 1. Regarding bills passed during 86th Texas Legislature
 2. Cause No. CV-2019-00241 Elaine Wells v. Town of Flower Mound et al. and regulation of short term rental properties.

Pursuant to Section 551.071 of the Texas Government Code, the Town Council reserves the right to consult in a closed meeting with its attorney and to receive legal advice regarding any item listed on this agenda.
- b. Discuss and consider purchase, exchange, lease or value of real property for parks, cultural art center 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. Presiding Municipal Court Judge.
- e. 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: August 16, 2019, at 12:30 p.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary

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



TOWN COUNCIL AGENDA ITEM NO. 1

CONSENT ITEM

DATE: August 19, 2019

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting held on August 5, 2019.

BACKGROUND INFORMATION: The Town Council held a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting held on August 5, 2019.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Proposed Expenditure/(Revenue):

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; TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT SPECIAL MEETING; AND CRIME CONTROL AND PREVENTION DISTRICT SPECIAL MEETING HELD ON THE 5TH DAY OF AUGUST 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
Andrea Roy	Economic Development Director
Andy Kancel	Chief of Police
Chuck Jennings	Director of Parks and Recreation

A. CALL REGULAR MEETING TO ORDER

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

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

Chaplain Bradley Vinson gave the invocation and Mayor Dixon led the pledges.

D. PRESENTATIONS

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

School sponsor Ralph Szydluk provided background information about the team.

Mayor Dixon provided a Certificate of Achievement to the Robotics Club 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.	Eddie Scott, Moses, Andy	Request for Basketball Court at Lakewood Park
2.	Michael Knapp, 2616 Stillwater Ct	Opposition to basketball court at Lakewood Park
3.	Katie Grote, 165 Double Oaks Dr, Double Oak	K-19, opposition of continuing contract
4.	Thomas Fast, 6317 Crossvine Trail	Item 23, support of school but concerns regarding the location of the band practice facility due to noise
5.	Joe Bernald, 10605 Sunrise Circle	Removal of road in NE section of Canyon Falls
6.	William Langley, 800 Carter Ct*	K-19; opposition of ACMS Contract
7.	Tanner Wilson, 4925 Creek Wood Dr	Ice Rink

**Submitted a public comment form; however, indicated do not wish to speak*

F. ANNOUNCEMENTS

Councilmember Engel had the following announcements:

- The Town is now accepting applications for seats on boards and commissions
- The Police Department is now taking applications for the Citizen Police Academy

Deputy Mayor Pro Tem Forest reported on the August 3rd LISD Back to School Fair and thanked everyone who volunteered, including the Summit Club.

Several members of Council expressed condolences for the victims and thoughts and prayers for the families as a result of the recent mass shootings.

G. TOWN MANAGER'S REPORT

Mr. Stathatos reported on the following projects:

- Capital improvement projects:
 - Traffic signal Art Box project locations
 - Morriss Rd improvements
 - Economic Development projects
 - Businesses that are opening soon
3. Financial Review and Scope of Work for RFP

Ms. Wallace provided background information, including a proposed outline for an RFP as it relates to the creation of a scope of work to establish a review of the Town's financial practices.

Mayor Dixon also provided background information on the topic.

There was Council discussion regarding:

- Concerns regarding the cost to hire a firm to conduct the review, as expenses could range from \$20,000 - \$30,000
- Potential discussion at the upcoming work session about what to include in the scope of work
- Draft copy of RFP provided by Councilmember Pierson

There was Council consensus to proceed with an RFP that would include two different sets for the scope of work, including what staff presented as well as the draft submitted by Councilmember Pierson.

H. FUTURE AGENDA ITEMS

1. There were no future agenda items requested.

I. COORDINATION OF CALENDARS

Mayor Dixon announced the following upcoming meetings:

The next Town Council work session is scheduled for Thursday, August 15.

The next Town Council regular meeting is scheduled for Monday, August 19.

J. CONSENT ITEMS

1. Consider approval of the minutes from a regular meeting of the Town Council held on July 15, 2019.
2. 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. 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. *This item was moved from consent to regular at the request of Councilmember Pierson.*
5. 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. *This item was moved from consent to regular at the request of Councilmember Pierson.*
7. 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. 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.
9. 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. 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. 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. 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. Consider approval of Amendment No. 5 to the Fiscal Year 2018-2019 Capital Improvement Program.
14. *This item was moved from consent to regular at the request of Mayor Pro Tem Sharma.*
15. *This item was moved from consent to regular at the request of Mayor Pro Tem Sharma.*
16. *This item was moved from consent to regular at the request of Councilmember Engel.*
17. 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. 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.

ORDINANCE NO. 38-19

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.

Deputy Mayor Pro Tem Forest moved to approve by consent Items 1–3, 5, 7-13, 17-18, as presented in the agenda caption. Councilmember Engel seconded the motion. Each item, as approved by consent, is restated above, and if applicable, the Ordinance or Resolution caption for each, for the record.

VOTE ON MOTION:

Motion passed

AYES: PIERSON, ENGEL, SHARMA, FOREST, BUMGARNER

NAYS: NONE

K. REGULAR ITEMS

4. Consider approval of an ordinance establishing the 2019 certified appraisal roll.

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

- Clarification that the monies within the TIRZ can only be used in that area
- Clarification as to what number is Council approving

Mayor Pro Tem Sharma 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

ORDINANCE NO. 37-19

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.

6. 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.

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

- Is the effective rate an increase from last year
- What do the residents actually see

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

VOTE ON MOTION:

Motion passed

AYES: PIERSON, ENGEL, SHARMA, FOREST, BUMGARNER

NAYS: NONE

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

14. 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.

Staff Presentation

Mr. Jennings gave a presentation for items 14 and 15 identifying or noting:

- Playground plans
- Basketball court footprint option
- Photo of Lakewood Park

and he responded to the following questions from Council:

- Orientation options for a possible court
- Is there any special needs equipment in the playground
- Possibility of a half court amenity

There was Council discussion regarding:

- How the playground is well suited for younger children and there is a need for equipment for older kids

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

VOTE ON MOTION:

Motion passed

AYES: BUMGARNER, FOREST, SHARMA, ENGEL, PIERSON

NAYS: NONE

15. 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.

There was Council direction to start the process regarding adding a basketball court amenity at Lakewood Park, which would include outreach efforts to the neighborhood for the purpose of gathering input from various design options, and with a follow up to Council, and to coincide with the timing of the playground equipment.

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

VOTE ON MOTION:

Motion passed

AYES: PIERSON, ENGEL, SHARMA, FOREST, BUMGARNER

NAYS: NONE

16. 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.

Councilmember Engel pointed out that he had some questions and suggested Council postpone the item until a future meeting when Judge Tasker can attend.

Mayor Dixon provided background information regarding the position of Municipal Judge and the work of Judge Tasker, including reporting requirements.

There was Council discussion regarding:

- What the reporting period should be for the Judge (quarterly or semi-annual)
- What is included in the reports

Councilmember Engel moved to postpone item 16 to August 19, 2019; Councilmember Bumgarner seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: BUMGARNER, FOREST, SHARMA, ENGEL, PIERSON

NAYS: NONE

19. 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)

Staff Presentation

Chief Kancel gave a presentation identifying or noting:

- Background information about the crossing guard services, including answers to questions from members of Council at the Strategic Planning Session
- FY 19/20 cost comparison
- ACMS Performance
- Potential impact
- Value of ACMS

and he responded to the following questions from Council:

- Have there been any safety issue reports with the Police Dept. from ACMS since they began
- Were there past situations where ACMS crossing guards were hired and performing in their job without a background check
- What did Town staff do in preparation for the start of a new school year prior to ACMS
- Is the Police Dept. copied on communication to the crossing guards

Mr. Stathatos pointed out that many of the comments identified were on the lines of a he said/she said.

and there was Council discussion regarding:

- Employee survey results and ACMS was not forthcoming in some of the responses
- If any discussions Council members have had with ACMS been about safety
- Have concerns mentioned to members of Council been reported to the Police Dept
- Feedback received from the community regarding crossing guard services
- How the crossing guards know they can go directly to the Police Dept. regarding any issues are concerns

- Anecdotal only comments about issues with ACMS and lack of first-hand information
- How ACMS has been known to retaliate against employees when complaints are brought forward
- Possibility of amending the contract to add more teeth in the areas that are causing concerns so they can be accountable
- Possibility of creating a reporting process without fear of retaliation
- If there are problems with the contract, that is on the Town and it can be fixed if there are gaps in the verbiage
- No feedback received in the area of safety of the children and if those crossing guards aren't bringing it up to the Police Department then they are negligent
- Possibility of having the Town instead of ACMS conduct the employee survey
- As long as the safety of the children is the top priority then all of the background noise needs to be monitored and fix what needs to be fixed and getting rid of ACMS should not be a top priority of the Council
- Specify and publish the hours of crossing guards so there is no confusion
- There is a need for a methodology for setting shift times
- Terminating the contract with ACMS should not be a top priority for Council

Motion 1 of 2:

Councilmember Pierson moved that the contract with ACMS be modified as follows:

- required to provide an employee list;
- authorization to spot check their employees to assure satisfaction and that things are being managed properly;
- allow a third party to conduct a semi-annual survey managed by the Town directly to the active employees;
- ACMS provide the hours for crossing guards and the Town publish it to the community;
- Make sure the methodology for setting shift times is understood;
- and allow for an established reporting path from the crossing guards to the Town for any issues.

Deputy Mayor Pro Tem Forest seconded the motion.

At the request of Mayor Dixon, Mr. Meredith confirmed it was an acceptable motion and pointed out the legalities as per the contract.

VOTE ON MOTION:

AYES: FOREST, PIERSON

NAYS: BUMGARNER, SHARMA, ENGEL

Motion failed

Motion 2 of 2:

Councilmember Engel moved to terminate the contract with All City Management Services Incorporated and with written notice to be provided to ACMS immediately and with an effective date of January 1, 2020. Councilmember Bumgarner seconded the motion.

VOTE ON MOTION:

AYES: ENGEL, SHARMA, BUMGARNER

NAYS: PIERSON, FOREST

Motion passed

Mayor Dixon opened items 20, 21, 22 at the same time.

20. 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.)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- Background information
- Land use and zoning
- Photos of site
- Approved concept plan
- Specific use permit exhibit
- Revised elevations

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

- In the reduction of the square footage, Council was told that the overall square footage would be more by placing that square footage in another location. Has that been determined and is it in writing?
- If the square footage does not meet what is stated, then does the 380 go away
- Is there an estimated time frame for completion within the 380 Agreement
- Is the pharmacy slated for the property known

Applicant Presentation

Troy Lewis, 2 Muirfield Ct, Trophy Club, Texas

Mr. Lewis indicated he did not have a presentation, however, he is available for any questions.

There was Council discussion regarding:

- The revised elevations are better even though it's not a two story building

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

VOTE ON MOTION:

Motion passed

AYES: BUMGARNER, FOREST, SHARMA, ENGEL, PIERSON

NAYS: NONE

21. 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.)

Mayor Dixon opened the Public Hearing at 8:20 p.m. No one spoke. Mayor Dixon closed the Public Hearing at 8:20 p.m.

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

ORDINANCE NO. 39-19

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 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.

VOTE ON MOTION:

Motion passed

AYES: PIERSON, ENGEL, SHARMA, FOREST, BUMGARNER

NAYS: NONE

22. 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.

Mayor Dixon opened the Public Hearing at 8:21 p.m. No one spoke. Mayor Dixon closed the Public Hearing at 8:21 p.m.

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

VOTE ON MOTION:

Motion passed

AYES: BUMGARNER, FOREST, SHARMA, ENGEL, PIERSON

NAYS: NONE

23. 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.)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- General and detailed location of the property, including aerial imagery
- Land use and zoning
- Photo of the site
- Fine arts building elevations
- Exceptions (compatibility buffer)
- Denton Creek District
- Site plan

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

- Clarification regarding Interim Holding zoning
- Clarification regarding the railing and the 75' setback
- How large is the area to the south
- What is the benefit for the Town to have the fencing
- What would the fence requirements be for a new residential subdivision
- Clarification that the motion as written is with the approval of the two waivers requested
- When the southern piece is developed will there be some type of fencing

Applicant Presentation

Keith Cummings, project architect, 3200 Main St, Dallas, Tx; Tilany Wright, Argyle ISD School Superintendent, 800 Eagle Dr, Argyle, Tx; Robert Himmel, Glen Engineering and Civil Engineering Consultants, Senior Project Manager, gave a presentation identifying or noting:

- Existing site
- Phase 2 site plan
- Floor plan Level 1 and 2
- Elevations
- Renderings

and they responded to the following questions from Council:

- What is the purpose of the road mentioned
- What is the objection to putting up the rail
- Is there a solution to moving the band practice area away from the nearby residential area, including the possibility of a berm
- Does AISD allow residents to use the tennis courts

Motion 1 of 2:

Mayor Pro Tem Sharma moved to approve as presented. No one seconded the motion.

Motion failed due to lack of a second

Motion 2 of 2:

Deputy Mayor Pro Tem Forest moved to approve SP19-0004 – Argyle ISD High School, Phase 2, with the exception to not require the six foot tubular steel iron fence along the southern property line and the requirement to install the 75 foot buffer; however, to add additional planting and screening around the band practice facility to screen that from the road and residents. Councilmember Engel seconded the motion.

Mr. Meridith pointed out that because the item is not a zoning case additional requirements or regulations cannot be imposed, such as additional screening that isn't otherwise required, and associated legalities.

Deputy Mayor Pro Tem Forest amended his motion regarding the language related to the additional screening; however, indicated he hoped that the applicant will review that situation and consider it. Councilmember Engel agreed and maintained his second to the motion.

There was Council discussion regarding:

- Clarification as to the meaning of the revised motion and how it differs from as presented initially
- Impact of the easement

VOTE ON MOTION:

AYES: PIERSON, ENGEL, FOREST, BUMGARNER

NAYS: SHARMA

Motion passed

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 9:03 p.m. on August 5, 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 9:32 p.m. on August 5, 2019, and no action was taken on the following items:

- a. Consultation with Attorney.

Southgate Zoning Interpretation Appeal Process

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

- c. Discuss and consider resignations, appointments, or evaluations for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, Community Development Corporation, and Planning and Zoning Commission.
- d. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, hospitality projects, and performance related to certain incentive agreements.

O. ADJOURN REGULAR MEETING

Mayor Dixon adjourned the meeting at 9:32 p.m. on Monday, August 5, 2019, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

STEVE DIXON, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 2

CONSENT ITEM

DATE: August 19, 2019

FROM: Eric Greaser, Fire Chief *EG*

ITEM: **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.**

BACKGROUND INFORMATION: As a new addition to the department's fleet, the Pierce 107' Ascendant Ladder Truck (Truck 505) will arrive early 2020 with no equipment loaded. The compliment of tools for a Truck requires rescue tools as well as conventional firefighting equipment. This includes extrication equipment as well the airbags used to lift a vehicle if needed. One Self-Contained Breathing Apparatus per seat is needed in the apparatus as well as two thermal imagers which are used not only to find possible victims in black out conditions in a structure fire but also to find heat or fire behind a wall. The Trucks carry two of these cameras so that the crew can split up into two teams of two allowing more tasks to be accomplished simultaneously. The rope rescue equipment will allow our members to perform rope rescue in low angle, high angle and most any other rope rescue situation. Purchase will be through the National Purchasing Partners Government (NPPGov) contract.

FISCAL IMPACT: \$124,519.33

Proposed Expenditure/(Revenue):

\$ 124,519.33

Account Number(s):

505-111-50082-6130

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

The ladder truck and equipment are included in the Station 7 project. Total project cost is \$7,770,000. Funding sources are:

- Debt \$ 6,520,000
- General Fund Decision Package \$ 900,000
- Other \$ 350,000

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Municipal Emergency Services Quote #QT1280599

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



MES - Texas
600 Century Plaza Dr.
Suite C-160
Houston, TX 77073

Quote

Page 1 of 2

Date

07/15/2019

Quote #

QT1280599

Expires

08/14/2019

Sales Rep

Herron, Jason R

PO #

Shipping Method

FedEx Ground

Bill To

FLOWER MOUND FD
FLOWER MOUND FIRE DEPT
3911 S. Broadway Avenue
Flower Mound TX 75028
United States

Ship To

FLOWER MOUND FD
FLOWER MOUND FIRE DEPT
3911 S. Broadway Avenue
Flower Mound TX 75028
United States

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
272288000-1			S 788EWXT Cutter - TOOL ONLY	1	9,000.00	9,000.00
271255000-1			SP 555EWXT Spreader - TOOL ONLY	2	10,000.00	20,000.00
274285000-1			R 521EWXT Ram - TOOL ONLY	1	6,600.00	6,600.00
90-53-15			EWXT 9 Ah battery	6	636.00	3,816.00
90-53-21			EWXT Charger (110V)	1	432.00	432.00
273100000			StrongArm Fire 100E Pkg Blue w/ 2 tips, 2 batt. & 1 charger	1	5,652.00	5,652.00
244R029			StrongArm Quick Release Strap	1	112.00	112.00
R1-ML-2853/57-20			The Ripper Laminated Glass Cutter (Body, Interface Cone, Blade) for Milwaukee Brushless 18V M18 Fuel 1/4" Hex Impact Driver (with or without One Key) Non-Contract Item	1	465.00	465.00
CTC-6006			TeleCrib® Squad Kit Non-Contract Item	1	5,132.00	5,132.00
Scott X3	X8815025305...		X8815025305303 Scott X3 Air-Pak X3 Pro SCBA (2018 Edition) with CGA Cylinder Connection, 5.5, Standard Harness with Parachute Buckles, Standard Belt with No Escape Rope, Regulator with E-Z Flo Regulator with Quick Connect Hose (Rectus fittings), Universal EBSS Accessory Hose, No Airline Connection, No Spare Harness Kit, Pak-Tracker, No Case, Packaged 1 SCBA Per Box (Black)	5	6,293.70	31,468.50
200969-01			CYL&VALV,CGA,CARB,45/5500 ASSY	10	1,171.02	11,710.20
501058			Rope Rescue Team Kit, 1 person	1	10,123.50	10,123.50
K12FD94			SAW K970/K12FD 14 inch RESCUE Open Market Non-Contract Item	3	1,678.00	5,034.00
ABD3ST-NX			Low Profile Ball Intake Valve, 6"NST F/S x 5" STZ Open Market Non-Contract Item	1	925.00	925.00
5710			Large self-locking (automatic) carabiner, 1-7/8in gate openi	2	53.00	106.00
BT-1			Tower Ladder Bucket Tether, 6 Ft.	2	42.00	84.00
106R162			VCB 30 C.Tec 12 (includes 2 protection caps)	3	2,660.50	7,981.50
1200001700			Air CU Deadman Controller 12 bar with lights	1	858.48	858.48
1200003500			Inflation Hose with Shut-off 12 bar, 32 Ft/5 m, Yellow	1	187.00	187.00



Quote

Page 2 of 2

Date

07/15/2019

Quote #

QT1280599

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
1200003600			Inflation Hose with Shut-off 12 bar, 32 Ft/5 m, Blue	1	187.00	187.00
1200003800			Inflation Hose with Shut-off 12 bar, 32 Ft/5 m, Red	1	187.00	187.00
266R178			Pressure Regulator (6,000 PSI)	1	522.74	522.74
1000012100			Connection Plate	2	293.24	586.48
1700075300			Y-Adapter	2	129.20	258.40
333000			MPD, 13MM RED, CMC	2	670.67	1,341.34
300432			Pulley, Swivel Double CMC	4	140.26	561.04
300391			Pulley Kootenay Ultra Orange CMC	1	239.71	239.71
432033-Black			CMC Bag MPD Storage Black	2	14.45	28.90
300610			ANCHOR PLATE, CMC NFPA, ALUM, BLUE	1	56.95	56.95
382121			QUICK LINK, DELTA 1/2 inch	2	11.97	23.94
273270			CMC Rescue Lifeline 1/2 Inch Rope - Yellow	300	1.21	363.00
430305			CMC Rescue Rope Bag #3 - Black	1	75.65	75.65

Capt. Aaron Moore 817-271-9479
 NPP Contract ID: 0000168
 Flower Mound FD NPP Member ID: M-5692373

Subtotal	124,119.33
Shipping Cost (FedEx Ground)	400.00
Total	\$124,519.33

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1280599



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: August 19, 2019

FROM: Wendell Mitchell, Assistant Police Chief *W2M*

ITEM: Consider approval of an agreement with Armstrong Forensic Laboratory, Inc., for a forensic laboratory fee agreement for the purpose of submitting alleged controlled substances for analysis; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: During the 86th Regular legislative session House Bill 1325 was signed into law. The law redefined marijuana to allow for the sale of hemp products. Based on the bill analysis, marijuana is now defined as cannabis products with more than 0.3% of tetrahydrocannabinol (THC), the active chemical in marijuana that causes one to get high. Alternatively, anything below 0.3% THC is considered hemp, and is now legal.

This has created a situation, in which law enforcement must submit quantitative lab test results along with any possession of marijuana case filed with the district attorney's office. Additionally, several district attorneys, including Denton County's, have decided to drop some marijuana possession cases and stop bringing new ones altogether, unless a quantitative lab test proving a substance contains THC. There are a limited number forensic laboratories that conduct quantitative testing of marijuana in the DFW area and the current forensic lab used by the Flower Mound Police Department charges substantially more for testing. This fee agreement with Armstrong Forensic Laboratory Inc., will allow the submittal of evidence (marijuana, wax, shatter, oils, edibles, etc.) for quantitative lab testing in addition to current types of evidence we submit for forensic testing.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: Unfortunately, we do not have an option in order to file possession of marijuana cases (this includes other illicit forms containing THC such as: wax, shatter, oils, edibles etc.) with the district attorney's office.

FISCAL IMPACT: The proposed expenditure is an estimated cost given previous year's forensic testing submittals and considering the average number for cases filed for possession of substances containing THC.

Proposed Expenditure:	Account Number(s):
\$18,000.00	100-640-43500-5110

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

LEGAL REVIEW: NA

ATTACHMENTS:

1. Armstrong Forensic Laboratory, Inc. Fee Agreement

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

Armstrong

Forensic Laboratory, Inc.

PROPOSAL FOR LABORATORY TESTING SERVICES AND STATEMENT OF QUALIFICATIONS

For

Services Associated with Controlled Substance
Identification and Blood Alcohol Concentration Analyses

Submitted to:

Assistant Chief Wendell Mitchell
Flower Mound Police Department
4150 Kirkpatrick Lane
Flower Mound, Texas 75028
Wendell.Mitchell@Flower-Mound.com

Submitted by:

Armstrong Forensic Laboratory, Inc.
330 Loch'n Green Trail
Arlington, Texas 76012
www.AFLab.com
(817) 275-2691



July 18, 2019

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Attachments

Attachment A:	Copies of Accreditations, Certifications, Licenses and Registrations
A-1:	ANAB Certificate of Accreditation and Certificate of Scope of Accreditation
A-2:	TxFSC Crime Lab Accreditation
A-3:	U.S. DOJ DEA Controlled Substance Registration Certificate
Attachment B:	Client Specific Chain of Custody Example
Attachment C:	Client Specific Laboratory Report Example

1.0 INTRODUCTION

Armstrong Forensic Laboratory, Inc. (Armstrong) offers this Proposal for Controlled Substance Identification and Blood Alcohol Concentration Analyses (Proposal) and Armstrong's Statement of Qualifications (SOQ) to the Flower Mound Police Department (Flower Mound PD). This Proposal includes Armstrong's full range of qualifications and support services directly related to laboratory analysis of evidence submitted for controlled substances identification or blood alcohol concentration.

1.1 ORGANIZATIONAL QUALIFICATIONS

As an ISO/IEC 17025; 2005 Accredited Crime Lab through ANSI National Accredited Board (ANAB) and the Texas Forensic Science Commission (TxFSC), Armstrong is uniquely qualified to serve as Flower Mound PD's support laboratory of choice based on Armstrong's competency, knowledge, and experience in the fields of forensic investigation, laboratory analysis, and courtroom testimony that directly correlate with the identification of controlled substances and analysis of evidence blood alcohol concentration (BAC).

Armstrong was incorporated in 1981. Armstrong's services began in the field of forensic investigations and expanded to include environmental and industrial hygiene analysis and supporting services. Located in Arlington, Texas - the heart of the Dallas/Fort Worth area - and focused on providing quality, credentialed services to all of its clients, Armstrong quickly grew to become a full-service consulting analytical laboratory with a mission committing the organization to excellence in the production of analytical data and consulting services.

Armstrong's expertise is in comprehensive, analytical laboratory services that produce accurate, timely, and cost-effective results. Both the civilian and criminal litigation throughout the United States rely on the years of experience Armstrong's Consulting Experts have interpreting and presenting data and conclusions. Sample handling policies and procedures (sample receipt, chain-of-custody, control, and disposition) are able to withstand the scrutiny of any courtroom.

Armstrong also holds accreditations, certifications, licensures, and registrations through several other national and international organizations as well as State licenses and registrations, including: American Industrial Hygiene Association (AIHA), Texas Commission on Environmental Quality (TCEQ), National Environmental Laboratory Accreditation Committee (NELAC), Environmental Protection Agency (EPA), and Texas Department of Licensing and Regulation (TDLR). Copies of these certificates are available upon request.

1.2 OVERVIEW OF SERVICES

Armstrong is committed to performing the described scope of services in a competent, professional manner that includes timeliness of analysis and detailed report submittal. The general services proposed include:

- Client Representative assigned specifically to Flower Mound PD for administrative aspects of all projects;
- Project Manager/Technical Advisor (PM/TA) available to assure Flower Mound PD and regulatory requirements are met as well as provide interpretive support as necessary;
- Experienced and qualified personnel for the secured transportation of evidence;

- Project specific chain-of-custody (COC) as requested;
- Analysis of evidence by a team of competent and qualified ANAB Analysts and Technical Reviewers to ensure accurate, defensible data with a case specific Analytical Report;
- Case specific affidavit and/or experienced and qualified ANAB Testifying Experts to provide supporting courtroom testimony as scheduled; and
- Secure temporary or long-term storage of evidence.

1.3 LABORATORY CONTACTS

Contact information related to this Proposal includes:

Project Manager/Technical Advisor:

Kelly Wouters, PhD
Laboratory Director

(817) 275 - 2691 ext 312 (Office)
KWouters@AFLab.com (Email)

Administrative Questions:

Dawn Jones
Office Manager

(817) 275 - 2691 ext 324 (Office)
DJones@AFLab.com (Email)

Armstrong's physical location and general contact information is:

330 Loch'n Green Trail
Arlington, Texas 76012
(817) 275 - 2691 (Office)

(817) 275 - 1883 (Fax)
www.AFLab.com (Website)
AFLab@AFLab.com (General Email)

1.4 LABORATORY PERSONNEL QUALIFICATIONS

Armstrong's Associates available to support Flower Mound PD case work include: fully qualified Analysts, fully qualified Technical Reviewers (as defined by ANAB), and technical support and administrative personnel qualified and trained to ensure all work submitted by Flower Mound PD related to this Proposal meets or exceeds recommendations and requirements for court-ready data/reports. In addition, Armstrong has fully qualified, knowledgeable and experienced expert consultants available for consultation and support from initial evidence receipt through courtroom presentation.

Table 1 notes Key Personnel assigned to support Flower Mound PD case work.

Table 1: Key Personnel				
Position/ Job Function	Name	Degrees & Certifications	Years Exp.	Years @ Armstrong
Senior Consultant/Technical Advisor; ANAB Technical Reviewer, Analyst & Testifying Expert	Andrew Armstrong	PhD; Fellow-ABC; Fellow-AAFS	58	42
Contract Project Manager; Laboratory Director; Senior Consultant; ANAB Technical Reviewer, Analyst & Testifying Expert	Kelly Wouters	PhD; Fellow-ABC	20	10
Laboratory Supervisor; ANAB Technical Reviewer, Analyst & Testifying Expert	Karen Deiss	BS	34	16
End of Table 1				

Additional ANAB Qualified Analysts and Technical Support Personnel (TSP) may be assigned as appropriate. Qualifications of any of Armstrong personnel associated with Flower Mound PD projects may be requested.

1.5 REFERENCES

ARLINGTON POLICE DEPARTMENT

MS. DEBBIE LANGJAHR - BAC REPORT

Arlington Police Department

(817) 459-5356

MS. DARLA TAYLOR - DRUG REPORTS

Arlington Police Department

(817) 804-2780

Since 2017, Armstrong has provided analytical and consultative support to Arlington Police Department in the area of controlled substance identification, blood alcohol analysis, evidence transport, testimony, and evidence storage as requested. In 2018, Armstrong has analyzed over 1,500 samples for the Arlington Police Department.

GRAND PRAIRIE POLICE DEPARTMENT**SERGEANT KENNETH ZACHARIAS**

kzacharias@gptx.org

(972) 237-8768

Since 2018, Armstrong has provided analytical and consultative support to Grand Prairie Police Department in the area of controlled substance identification, testimony, and evidence storage as requested. In 2018, Armstrong has analyzed over 800 samples for the Grand Prairie Police Department.

TRAVIS COUNTY**MR. MIKE LONG**

Purchasing Agent Assistant III

(512) 854-4850 (Office)

Mike.Long@co.travis.tx.us

(512) 854-9185 (Fax)

Armstrong provided support to Travis County as a third-party, independent consulting lab performing services that include: analysis of evidence seized for controlled substance identification, evidence transport, expert testimony, and other analytical and consulting services as requested since the initial Contract was awarded in September 2007.

Armstrong received a Contract Modification dated July 2008 automatically renewing the Contract on October 1 every year for succeeding terms of one year unless earlier terminated by either party.

Contract Period: September 2007 – 2015. Armstrong has examined over 746 individual cases ranging in evidence count from 1 to 15 samples per case with a total sample analyzed count of 1,163 over the life of the Contract.

2.0 SCOPE OF SERVICES

2.1 OVERVIEW

Armstrong operates under the highest level of professional ethics and professional standards of care. Armstrong has no known conflicts of interest or current association with any Officials or employees of Flower Mound PD. Armstrong proposes a project specific scope of service that includes:

- Project Specific COC as required;
- Evidence transport, as requested;
- Evidence receipt and confirmation of information;
- Photographic documentation of controlled substance evidence upon receipt at laboratory;
- Examination of evidence indicated for analysis;
- Identification and selection of samples and sub-samples;
- Initial and final weight of evidence, as appropriate;
- Appropriate and necessary analyses for controlled substance is based on characteristics of evidence, including but not limited to:
 - FTIR;
 - Qualitative GC/MS;
 - Microscopical Examination(s);
 - Spot Test(s).

Analyses will conform to ASTM or SWGDrug standards and guidelines as appropriate.

- Blood alcohol concentration is performed by GC-FID on a specialized piece of equipment, an Agilent 6890 Series GC Flex AutoSampler;
- Court-ready Laboratory Analytical Report;
- Affidavit of Analysis as requested; and
- Secure, temporary evidence storage pending return shipment or transport.

Armstrong will perform the appropriate testing as described in the Scientific Working Group for Analysis of Seized Drugs (SWGDrug) Recommendations for Code of Professional Practice; Education and Training; Methods of Analysis; and Quality Assurance and/or ASTM Standard Methods/Practices. Unless otherwise noted, Armstrong proposes to analyze only those items of evidence that are not considered extraneous items or paraphernalia. Only the physical material (solid or liquid) that would comprise the controlled substance will be analyzed. Unless otherwise allowed, sub-samples will be established in accordance with standard operating procedures.

For bulk submissions that exceed thirty (30) individual units, Armstrong proposes to release final laboratory reports in smaller groups as case files are completed. That is, Armstrong will not hold reports for individual arrest cases pending completion of other laboratory work.

2.2 EVIDENCE REVIEW AND CONFIRMATION OF CASE INFORMATION

Upon formal evidence receipt, the evidence is placed in the custody of a qualified ANAB Analyst for initial processing prior to analysis. The evidence and related administrative documentation are again compared against the COC to verify all information. Where discrepancies between the information (physical evidence, evidence labeling, and the COC) are identified the Flower Mound PD will be contacted for resolution. Any changes made should be initialed and dated by the Flower Mound PD and a corrected COC resubmitted to Armstrong.

Armstrong's SOP related to Forensic Recovery (FR) case work, such as evidence submitted by the Flower Mound PD, require that the evidence and all related information be handled based on the presumption that the information and data generated by the laboratory will be presented in court. Given the variability of the projects that may be submitted for Forensic Recovery, the handling of the evidence upon check-in must be considered on a case-by-case basis and must always maintain the integrity of the evidence submitted. Many of these samples may require special examination, photographic documentation, and/or individual analytical assignment. After the submitted documentation (including the COC) is examined for completeness and a case file number is assigned, these samples are moved to a separate, secured evidence area until processing is begun.

2.3 REPORT FORMAT AND AFFIDAVIT OF ANALYSIS

Armstrong's Forensic Recovery Reports are generated by the consulting staff under the direction of the Vice President of Services and are processed under the direction of the Office Manager. Forensic Recovery Reports are issued for forensic case work designated as case type FR.

In accordance with Armstrong's SOPs and ANAB requirements, the Consultant(s) (ANAB Technical Reviewer/Analysts) responsible for the Case File will oversee report creation and submission. The Consultant may conduct, participate in, observe or supervise any tests, or will complete and document a review of all test documentation prior to preparing the final report. The responsible Consultant will document the review by initialing and dating each page of the data reviewed or a Document Review Cover Sheet identifying the data produced and reviewed that forms the basis of the conclusion(s) reached.

Any opinions and interpretations included in the report will be clearly identified and the basis upon which those opinions and interpretations are made will be documented. If no definitive conclusions can be reached, the reason(s) will be documented.

The final report will contain the following information, at a minimum:

- Date the report is issued;
- Name, address, and phone number of the Laboratory;
- Name and address of the Client;
- Name of Evidence Submitter;
- Name of all parties receiving a copy of the report;
- Page number and total number of pages of the report on each page;
- Name, title, and signature of the Analyst and/or Technical Reviewer;

- Unique Laboratory Case File identification number on every page;
- Description and identification of the samples and date(s) received by the laboratory, including the laboratory's unique identifier;
- Identification of the test method(s), the sample results, and conclusions;
- The condition/acceptability of the samples;
- Identification of the test method, analytical results, and reporting limit (if results are quantitated);
- Where relevant, a statement to the effect that the results relate only to the items tested; and
- Name, title, and signature of signatories accepting technical responsibility for the Report and of the analysis. The Technical Reviewer is considered the Primary Signatory and the Analyst is the Second Signatory.

In addition, where necessary for the interpretation of the analytical results, the report will include:

- Date of analysis;
- Deviations from, additions to, or exclusions from the test method, and information on specific test conditions, such as environmental conditions;
- A statement of compliance/non-compliance with requirements and/or specifications;
- If applicable, a statement on the estimated uncertainty of measurement, if relevant to the validity or application of the test results, when requested by the Client, or when the uncertainty affects compliance to a specification limit;
- Where appropriate and needed, opinions and interpretations; and
- Additional information required by the analytical method or by the Client.

If provided by the Client, and necessary for the interpretation of the test results, the report will include the following:

- Date of sample collection;
- An unambiguous identification of the substance, material or product sampled (including manufacturer, model or type designation, and serial number);
- The sample location, including diagrams, sketches or photographs;
- A reference to the sampling plans and sampling procedures used; and
- Standards or specifications for the sampling method or procedure and deviations, additions or exclusions from the standards or specifications.

All laboratory reports are stored electronically and the final report is printed on letterhead paper. Only one original is generated unless otherwise requested by the Flower Mound PD. The Office Manager, Vice President of Services, President, or designated qualified office personnel will review all Forensic Recovery Reports as the Administrative Reviewer. All signatories will have reviewed the final report prior to signing in blue ink. Final reports issued to the Client via electronic delivery methods (email, facsimile, etc.) and/or mailed by U.S. Postal Service are considered final reports. If a determination is made that a report that has been issued in the U.S. Postal Service should be modified

or amended, it will only be reissued with a notation at the top of the report as “Amended”. There will be an “Amended Report Tracking” table inserted at the end of the report and before the signature block noting the specifics related to any revision. To the extent possible, all signatures included on the original report will be included with the amended report.

Armstrong shall, where standard report format does not already, incorporate any requirements and recommendations for Final Reports as required, which may include:

- Title: Name of lab performing analysis;
- Date received by analyzing lab;
- Defendant(s) Name;
- Date of Offense;
- Offense Number;
- Findings: name(s) of controlled substance identified as listed in the Texas Controlled Substance Act;
- Net weight of sample; and
- Name of Analyst.

Attachment C is an example of an Armstrong Laboratory Report to be considered for use by Flower Mound PD. Armstrong welcomes any changes/modifications considered appropriate by Flower Mound PD. An Affidavit of Analysis is available for each case file upon request.

3.0 PROPOSED COST OF SERVICES

Armstrong presents the following Cost of Services for Controlled Substance Identification and Blood Alcohol Concentration Analyses (Table 2) as its best cost proposal for laboratory analysis of controlled substances and supporting services. Included in the table is Armstrong's standard rate for non-contract/negotiated work (i.e., list price). This information is included as a good faith effort to indicate Armstrong's willingness to provide Flower Mound PD with an aggressive pricing structure.

Compensation for analysis or services not identified in this Proposal shall be agreed to by the Flower Mound PD and Armstrong prior to assignment of analysis or services. Where time is of the essence, Flower Mound PD may forgo negotiation of pricing and accept Armstrong's currently published fee schedule.

Table 2: Cost of Services		
Line Item	Description of Service	Proposal Rate
<i>Controlled Substance Identification and Blood Alcohol Analysis and Related Services</i>		
1A	Controlled Substances Full Scan (Note 1):	\$75.00/Unit
1B	Add'l Component(s) Reported, Same Sample (Note 2)	\$50.00/ Add'l Cmpnt
1C	Quantitation of Component	\$75.00/Unit
2	THC Identification and Quantitation	\$125.00/Unit
3	Blood Alcohol Analysis	\$90.00/Unit
4	Affidavit of Laboratory Analysis: On Request	\$100.00/Case
5	Evidence Storage (6 mos.): On Request	\$75.00/ Case
6	Evidence Photo Documentation: Controlled Substance	No Charge
7	Evidence Pickup and Return	TBD upon request
<i>Consulting Services</i>		
8	<i>Andrew T. Armstrong, Ph.D., C.P.C (ALL)</i>	
8a	Consultation, Travel, Phone and Standby	\$265.00/ Hr
8b	Court Presentation and Deposition	\$365.00/ Hr
8c	Video Deposition	\$465.00/ Hr
9	<i>Kelly Wouters, Ph.D. (ALL)</i>	
9a	Consultation, Travel, Phone and Standby	\$235.00/ Hr
9b	Court Presentation and Deposition	\$335.00/ Hr
9c	Video Deposition	\$435.00/ Hr

Table 2: Cost of Services		
Line Item	Description of Service	Proposal Rate
10	<i>Karen Deiss, BS (Controlled Substance)</i>	
10a	Consultation, Travel, Phone and Standby	\$200.00/ Hr
10b	Court Presentation and Deposition	\$300.00/ Hr
10c	Video Deposition	\$400.00/ Hr
	<i>Other Services</i>	
11	Technician (In-house or Field)	\$95.00/ Hr
12	Video Taping and Production	\$95.00/ Hr
13	Computer Services (e.g. CAD, database search)	\$95.00/ Hr
14	Fax Transmission	No Charge
15	Mileage	\$0.70/ Mile
16	Expenses Related to Travel	PTC
17	Event Charge (Note 4): Cost/Person/4-hr event	\$200.00
Note 1	Controlled Substance Full Scan represents a full analysis (including weight) and report of the primary controlled substance in the item or sub-sample. Quantitative results (purity) are not included. Depending on the number of different units submitted as a single item, multiple sub-samples may be required for a complete analysis. Armstrong maintains a library of reference standards including numerous synthetic drugs. If a submitted sample contains a controlled substance not already included in Armstrong's libraries, the purchase of a reference standard may be necessary to confirm the identification. In the event that additional cost is necessary, Armstrong will contact the Client for approval.	
Note 2	Additional Component: considered to mean any other potentially significant analyte identified within the results; controlled or non-controlled by the State of Texas.	
Note 3	PTC = Pass Through Cost	
Note 4	Event Charges may be incurred when Armstrong is requested to provide services that require efforts beyond the scope of its standard work-shift. (Mon.- Fri., 7a.m. - 6 p.m.)	
End of Table 2		

3.1 ANALYTICAL AND RELATED SERVICES

Analytical Service charges are proposed in Line Items 1 through 7 and include analysis, evidence return shipment via traceable carrier as well as evidence disposition and handling.

Armstrong is proposing a controlled substance identification analysis at a significantly reduced cost from its standard pricing (Line Item 1A). Additional component(s) identified in the same sample will be reported at a charge of \$50.00 per additional component per sample (Line Item 1B). For evidence that must be sub-sampled to meet analytical methodologies, each sub-sample will be treated as an individual unit.

3.2 TURN-AROUND TIMES AND BATCH SIZES

Armstrong is proposing a Standard TAT for Flower Mound PD cases work of fifteen (15) business days for batch sizes that do not exceed thirty (30) units (discreet samples). Batch sizes greater than thirty (30) units may extend the TAT of the batch set. There are expedited turn-around times available with an associated surcharge on the analytical cost. Details are below:

ASAP TAT	100% Analytical Surcharge
5 TAT	50% Analytical Surcharge

3.3 CONSULTING AND OTHER SERVICES

Armstrong has included hourly rates for the Consultants available for expert testimony and/or consultation services. Refer to Line Items 8 through 10. Additionally, Table 2 provides a section labeled "Other Services" for Flower Mound PD's consideration (Line Items 11 through 17). These items include costs/expenses related to non-standard services such as Field Technician.

4.0 PROPOSAL ACKNOWLEDGEMENT

Pricing detailed in Table 2, as well as within the text of this proposal, is valid through September 30, 2020, should Flower Mound PD contract with Armstrong for these services. All Consulting Services associated with case work submitted within the agreement performance period will be guaranteed at the proposed rate(s) up to one (1) year from the date the case work was submitted.

As a standard business policy, Armstrong's General Terms and Conditions effective at the time services are performed for Flower Mound PD, will be incorporated into this proposal and any services provided by Armstrong by reference. A copy of Armstrong's General Terms and Conditions is available on request.

4.1 PROPOSAL ACCEPTANCE

This proposal is accepted and forms an agreement between Flower Mound PD and Armstrong Forensic Laboratory, Inc.

For Flower Mound Police Department:

Signature of Authorized Personnel

Date

Title

For Armstrong Forensic Laboratory, Inc.:

Benjamin Armstrong

Date

President
Title

Attachment A
**Copies of Accreditations, Certifications,
Licenses and Registrations**

- A-1: ANAB Certificate of Accreditation
and Certificate of Scope of Accreditation
- A-2: TxFSC Crime Lab Accreditation
- A-3: U.S. DOJ DEA Controlled Substance Registration Certificate

Attachment A-1: ANAB Certificate of Accreditation and Certificate of Scope of Accreditation**CERTIFICATE OF ACCREDITATION****ANSI-ASQ National Accreditation Board**

2000 Regency Parkway, Suite 430, Cary, NC 27518

This is to certify that

Armstrong Forensic Laboratory, Inc.has been assessed by ANAB
and meets the requirements of**ISO/IEC 17025:2005****ASCLD/LAB-International Supplemental Requirements
for Forensic Science Testing Laboratories:2011**

while demonstrating technical competence in the field of

FORENSIC SCIENCE TESTINGRefer to the accompanying Scope of Accreditation for information
regarding the types of tests to which this accreditation applies

Certificate Number: ALI-037-T

Valid to: 06/30/2021

Pamela L. Sale
Vice President, Forensics

Attachment A-1: ANAB Certificate of Accreditation and Certificate of Scope of Accreditation



SCOPE OF ACCREDITATION TO:
ISO/IEC 17025:2005
ASCLD/LAB-International Supplemental Requirements
for Forensic Science Testing Laboratories:2011

Armstrong Forensic Laboratory, Inc.
330 Loch'n Green Trail
Arlington, Texas 76012

FORENSIC SCIENCE TESTING

Valid to: June 30, 2021

Certificate Number: ALI-037-T

Discipline(s)	Categories of Testing
1.0 Drug Chemistry	1.1 Controlled Substances 1.2 Quantitative Analysis 1.3 General Chemical Testing
2.0 Toxicology	2.1 Human Performance Forensic Toxicology (blood alcohol only)
4.0 Trace Evidence	4.1 Paint 4.3 Fiber and Textiles 4.10 Fire Debris 4.15 General Physical and Chemical Analysis

Pamela L. Sale
Vice President, Forensics

Version 002 Issued: 01/09/2018



2000 Regency Parkway, Suite 430, Cary, NC 27518
414-501-5494 www.anab.org



Page 1 of 1

Attachment A-2: TxFSC Crime Lab Accreditation



TEXAS FORENSIC
SCIENCE COMMISSION
Justice Through Science
1700 North Congress Ave., Suite 445
Austin, Texas 78701

January 20, 2018

Armstrong Forensic Laboratory, Inc.
Dr. Andrew T. Armstrong
330 Loch'n Green Trail
Arlington, Texas 76012

RE: Renewal application for Texas Forensic Science Commission Accreditation under Title 37, Texas Administrative Code, Chapter 651.

Dear Dr. Armstrong:

With some exceptions, the Texas Code of Criminal Procedure, Article 38.35, requires Texas Forensic Science Commission (FSC) accreditation as a predicate to the admission of the forensic analysis of physical evidence and expert testimony relating to the evidence in a criminal case.

As the designee of the Texas Forensic Science Commission Presiding Officer, I have considered your renewal application based on your national accreditation from ANAB and grant full FSC Accreditation to Armstrong Forensic Laboratory, Inc. for the following forensic disciplines:

Controlled Substances
Trace Evidence
Toxicology (limited to blood alcohol only)

The term of ANAB accreditation is from 05/26/2017 to 06/30/2021 unless they have extended their accreditation as part of a routine renewal process. The term of FSC accreditation is from 9/1/2015 until such time that the accreditation from ANAB is no longer current.

FSC accreditation is contingent upon compliance with Title 37, Texas Administrative Code, Chapter 651, including requirements of reporting correspondence, reports or communication between the laboratory and the accrediting body. FSC accreditation will be automatically rescinded at the same date and time as ANAB withdraws your laboratory accreditation.

Best regards.

Sincerely,

Leigh M. Savage

Leigh M. Savage
FSC Accreditation Program Administrator

[P] 1.888.296.4232 • [F] 1.888.305.2432 • [E] info@fsc.texas.gov

Attachments

Attachment A-3: U.S. DOJ DEA Controlled Substance Registration Certificate

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE UNITED STATES DEPARTMENT OF JUSTICE DRUG ENFORCEMENT ADMINISTRATION WASHINGTON D.C. 20537		
DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
RA0135295	06-30-2019	\$244
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
1,2, 3,3N,4,5	ANALYTICAL LAB	05-14-2018
ARMSTRONG FORENSIC LAB 330 LOCH'N GREEN TRAIL ARLINGTON, TX 76012-0000		
THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.		

Form DEA-223 (9/2016)

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

Attachment B
Client Specific Chain of Custody Example

Contact:		General Offense No.:		AFL Case No:				
Client: Flower Mound PD		Date of Offense:		Date Received:				
Address:		Defendant(s) Name(s):		TAT: Regular Rush Priority				
				Services Requested				
Phone No:		Email:						
Fax No:								
Lab Use Only	Field Identification		Analysis					
Notes:		Released By:	Date/Time	Received By:		Date/Time		
		(Signature)		(Signature)				
		Released By:	Date/Time	Received		Date/Time		
		(Signature)		at Lab By:				
Evidence Return:	Released By:	Date/Time	Received By:		Date/Time			
	(Signature)		(Signature)					

Attachment C
Client Specific Laboratory Report Examples

Armstrong

Forensic Laboratory, Inc

330 Loch'n Green Trail Texas 76012-3458
817-275-2691 Fax: 817-275-1883



Andrew T. Armstrong, PhD
Marion K. Armstrong, MSPH, MBA, CIH
Kelly L. Wouters, PhD
Karen M. Deiss, BS

LABORATORY REPORT FOR CONTROLLED SUBSTANCE IDENTIFICATION

Evidence Released By:	Date Released:	XXXXX
Evidence Released To: Armstrong Forensic Laboratory, Inc.	Date Received:	XXXXX
Contract: XXXXX	Lab File No.:	B9FRXXXX
General Offense No.: XXXXX	Date of Offense:	XXXXX
Defendant's Name: XXXXX	No. of Items:	X
Submitted: X Evidence Bags	Type of Items:	XXXXX

Laboratory ID	Agency Item	Analysis Requested	Evidence Description
B9-XXXXA-001A	XXXXX	Controlled Substances	XXXXX

Lab Number: B9-XXXXA-001A		Type: XXX	Weight of evidence on receipt:		X.XX ± X.XX grams
			Weight of evidence at completed analysis:		X.XX ± X.XX grams
Requested Analysis	Results	Identification per Texas CSA	Method of Analysis	Analytical Technique	Date of Analysis
Controlled Substance	Positive	XXX	FTIR	Cat A	XX/XX/XX
	Positive	XXX	GC/MS	Cat B/Cat A	XX/XX/XX

Karen M. Deiss, BS Senior Analyst Texas Forensic Analyst License #0000010 ANAB, Certificate ALI-037-T	Date	Kelly L. Wouters, PhD Laboratory Director Fellow, American Board of Criminalistics Texas Forensic Analyst License #0000008	Date
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Evaluations for drugs of abuse are done by High Resolution Capillary Column Gas Chromatography/Mass Spectrometry (GC/MS) and Attenuated Total Reflectance-Fourier Transform Infrared Spectroscopy (ATR-FTIR) against a defined target analyte list (TAL). The analyses may detect other compounds of interest; these compounds will be reported. This combination of analytical techniques will detect and identify a broad range of drugs of abuse. They will not, however, detect all controlled substances. The uncertainty values reported represent an expanded uncertainty estimate at the 95.45% level of confidence.

Armstrong Forensic Laboratory, Inc. (Armstrong) is accredited through ANAB and the Texas Forensic Science Commission for criminal casework in the disciplines of Controlled Substances; Toxicology in the category of Blood Alcohol; and Trace Evidence in the categories of Paint, Fibers & Textiles, Fire Debris, and General Physical & Chemical Analysis. Unless noted otherwise, all work performed on this case was in accordance with these requirements and Armstrong's standard operating procedures.

Armstrong

Forensic Laboratory, Inc

330 Loch'n Green Trail Texas 76012-3458
817-275-2691 Fax: 817-275-1883



Andrew T. Armstrong, PhD
Marion K. Armstrong, MSPH, MBA, CIH
Kelly L. Wouters, PhD
Karen M. Deiss, BS

LABORATORY REPORT FOR BLOOD ALCOHOL ANALYSIS

Evidence Released By:	Lab File No: B9FRXXXX
Evidence Released To: Armstrong Forensic Laboratory, Inc.	Date Received: XXXXX
Report Number: XXXXX	Date of Offense: XXXXX
Defendant's Name/DOB: XXXXX	Submitted: XXXXX

Laboratory ID	Agency Item	Analysis Requested	Evidence Description
B9 -XXXXA-002		Blood Alcohol Concentration	Whole Blood

Date of Analysis:			
Requested Analysis	Results	Units	
Blood Alcohol Concentration (BAC)	$\pm$ UM	grams of ethyl alcohol/100 milliliters of whole blood	

Alexandra E. Easley, PhD Senior Analyst Texas Forensic Analyst License #0001414 ANAB, Certificate ALI-037-T	Date	Kelly L. Wouters, PhD Laboratory Director Texas Forensic Analyst License #0000008 Fellow, American Board of Criminalistics	Date
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Evaluations for ethyl alcohol are done by heated dual column head-space gas chromatography in duplicate. Quantitative results are reported as Result +/- Uncertainty of Measurement (UM). The ethyl alcohol results are reported at a coverage probability 99.73%.

Armstrong Forensic Laboratory, Inc. (Armstrong) is accredited through ANAB and the Texas Forensic Science Commission for criminal casework in the disciplines of Controlled Substances; Toxicology in the category of Blood Alcohol; and Trace Evidence in the categories of Paint, Fibers & Textiles, Fire Debris, and General Physical & Chemical Analysis. Unless noted otherwise, all work performed on this case was in accordance with these requirements and Armstrong's standard operating procedures.



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: August 19, 2019

FROM: Chuck Jennings, Parks and Recreation Director

ITEM: **Consider approval of a Service Agreement for Demand Response Transit Service with Special Programs for Aging Needs, Inc., in an amount not-to-exceed \$51,535.08, to provide transportation service for Town citizens who are age 65 or older and Town citizens with verifiable disabilities that prevent them from driving; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND INFORMATION: This item is to enter into a Service Agreement for Demand Response Transit Service with SPAN, Inc., (SPAN) to provide transportation for Town citizens who are age 65 or older and/or Town citizens with verifiable disabilities that prevent them from driving. Eligible riders will be taken anywhere in the service area (Flower Mound, Lewisville, and Highland Village) at a cost to the Eligible Riders of \$5.00 per one-way ride for the limited purposes of medical treatments, doctor and dentist appointments, shopping for necessities, travel to and from places of employment, support programs for adults with special needs, and participation in the Town's Seniors In Motion senior citizen program.

Town representatives met with Laura Joy, Mobility Manager and Nic Gray, Transportation Manager in July and August to discuss the upcoming contract renewal period and the \$5310 (Enhanced Mobility for Seniors and People with Disabilities) grant funding. Ms. Joy presented staff with the new one-way rate of \$32.01 for fiscal year 2019-2020, and indicated that SPAN would have to raise the one-way trip rate due to increased personnel costs and software upgrades.

The breakdown of the one-way trip rate is as follows:

Overall Rate:	\$36.23 per one-way trip
Less Maintenance Expense Rate:	(\$4.22) per one-way trip
Less Passenger Fares:	<u>(\$5.00)</u> per one-way trip
Operations Rate charged to the Town:	\$27.01 per one-way trip

Ridership has increased over the previous contract period and has averaged 209 one-way trips per month through this fiscal year. Through June 2019, SPAN has provided 1,879 one-way rides to over 35 different residents. If the Town averaged 209 one-way trips per month this would equal 2,508 annual trips. Utilizing the rate of \$27.01 (Town portion) the annual cost would equal \$67,741.08 which would be well over the \$51,535.08 not-to-exceed amount. However, the addition of the \$5310 grant will provide additional funding in the amount of \$53,155.68 over the fiscal year. This will allow SPAN to provide an additional 164 one-way rides per month with funding being pulled directly from the grant program.

The grant funding will enable the Town to increase the maximum number of one-way rides from 159 to 323 per month. This increase will help cover the additional costs associated with increased ridership and will allow the Town to remove the cap of four one-way rides per week on transportation to support programs for special need residents.

BOARD REVIEW/CITIZEN FEEDBACK: Over the last several years, SPAN and the Town have received the following comments and requests from residents/users of the program: offer lower passenger fares for senior citizens, expand the service area for medical appointments to include the city of Denton, and remove the cap on trips to support programs.

SPAN does inform riders that their trips to the doctor or dentist's office, hospital, drug store, or other locations may qualify as a Medicaid eligible trip. Medicaid eligible trips are fully reimbursed by the federal government and are not charged to the rider or the Town.

ALTERNATIVES/OPTIONS: At this time, there are no other transportation options available to the Town. The proposed SPAN contract does have a 30-day termination clause that could be used if a more viable option becomes available during the contract period.

FISCAL IMPACT: \$51,535.08 (Not-To-Exceed Amount)

Proposed Expenditure:	Account Number(s):
\$32,000.00	361-719-97820-5110
\$19,535.08	100-630-34300-5110

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

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

ATTACHMENTS:

1. Service Agreement for Demand Response Transit Service
2. Independent Audit of SPAN's Financial Report for FY 2018
3. SPAN budget report
4. Fiscal Year 2018 SPAN Transportation Proposal for the Town of Flower Mound

Draft Motion: Move to approve as presented in the agenda caption.

STATE OF TEXAS §

COUNTY OF DENTON §

SERVICE AGREEMENT FOR DEMAND RESPONSE TRANSIT SERVICE

THIS SERVICE AGREEMENT (“Agreement”) is entered into by and between the Town of Flower Mound, Texas, located in Denton County, Texas, acting by and through its duly authorized Mayor (hereinafter referred to as “TOWN”) and SPAN, Inc., (hereinafter referred to as “SPAN”), a Texas non-profit corporation operating in Denton County, Texas as an organization described in Section 501(c)3 of the Internal Revenue Code, acting by and through its duly authorized Executive Director.

WHEREAS, SPAN transportation services were developed to provide safe and efficient transportation to the general public, persons with special needs, and as defined by agreements into which SPAN may enter from time to time; and

WHEREAS, The TOWN and SPAN desire to enter into this Agreement whereby SPAN will provide Demand Response Transit Service for TOWN citizens who are age sixty-five (65) or older and/or TOWN citizens with verifiable disabilities that prevent them from driving (hereafter referred to collectively as “Eligible Riders”); and

WHEREAS, Eligible Riders in TOWN are taken anywhere in the Demand Response Transit Service area (cities include: TOWN, City of Lewisville, and City of Highland Village) at a cost to the Eligible Riders of \$5.00 per one-way ride for the limited purposes of medical treatments, doctor’s and dentist’s appointments, shopping for necessities, travel to and from places of employment, to support programs for persons with special needs, and participation in the TOWN’S Seniors In Motion senior citizen program; and

WHEREAS, Eligible Riders may call in at least one (1) day in advance, but no more than two (2) weeks in advance, to set-up appointments for pick-up and drop off by calling SPAN’S Transportation Office weekdays between the hours of 8:00 a.m. and 2:00 p.m.; and

WHEREAS, Demand Response Transit Service is available between the hours of 6:00 a.m. and 6:00 p.m. Monday through Friday, and such services may also be available on certain holidays depending upon SPAN’s demand and staffing availability.

NOW, THEREFORE, THE TOWN AND SPAN DO HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Recitals

The foregoing recitals are found to be true and correct, are fully incorporated into the body of this Agreement and made a part hereof by reference just as though they are set out in their entirety.

2. Scope of Services

SPAN shall provide door-to-door Demand Response Transit Services to TOWN citizens who are Eligible Riders in accordance with this Agreement and SPAN's "Transportation Policy and Procedures" which is attached hereto as Exhibit "A" and incorporated herein by reference as though it were set out in its entirety ("Policy"). In the event of conflict between this Agreement and the Policy, this Agreement shall control. In performing services under this Agreement, the relationship between the TOWN and SPAN is that of an independent contractor. No term or provision of this Agreement or act of SPAN in the performance of this Agreement shall be construed as making SPAN the agent, servant, or employee of the TOWN.

3. SPAN Operations

- a. SPAN shall provide all equipment, facilities, qualified employees, training, and insurance necessary to establish a Demand Response Transit Service for the TOWN's Eligible Riders. SPAN shall further establish, operate, and maintain an accounting system for this program that will allow for a tracking of services provided to Eligible Riders and a review of the financial status of the program. SPAN shall also track and break down the information regarding the number of one-way trips it provides to Eligible Riders.
- b. The TOWN shall have the right to review the activities and financial records kept incident to the services provided to the TOWN's Eligible Riders by SPAN. In addition, SPAN shall provide monthly ridership information to the Executive Director of Community Services or his/her designee specifically identifying the number of Eligible Rider trips including rider origination, destination, and purpose.
- c. SPAN will be responsible for verifying and documenting the eligibility of riders. SPAN reserves the right to determine on an individual basis whether SPAN has the capability to safely transport a passenger. In the event that safety is compromised, SPAN may decline transportation for this person and must document the reason why service was declined.
- d. SPAN will inform riders that their trips to the doctor or dentist's office, hospital, drug store or other location may qualify as a Medicaid eligible trip. SPAN will direct potential Medicaid eligible riders to call Texas Health and Human Services toll free at 1-877-633-8747 (TTY: 1-800-735-2989) or 1-877-MED-TRIP on Monday through Friday between

8:00 a.m. and 5:00 p.m. at least two days before their appointment or trip to schedule free transportation through Medicaid.

4. Payment

- a. TOWN agrees to pay a reasonable fee for Demand Response Transit Service provided to Eligible Riders, together with Federal grant funds under the §5310 Enhanced Mobility for Seniors and People with Disabilities Program. Such fee to Town for fiscal year October 1, 2019, through September 30, 2020, will be a cumulative amount not to exceed Fifty-One Thousand Five Hundred Thirty-Five Dollars and Eight Cents (\$51,535.08) for up to a total of One Thousand Nine Hundred and Eight (1,908) one-way trips for Eligible Riders, invoiced to TOWN on a monthly basis at a price per one-way trip of twenty-seven dollars and one cents (\$27.01). Eligible Riders shall pay SPAN a price per one-way trip of Five Dollars (\$5.00) to be collected by SPAN at the time of such trip.
- b. The number of one-way trips is one hundred and fifty-nine (159) trips per month at a price of twenty-seven dollars and one cents (\$27.01) per one-way trip payable by the Town. SPAN will produce monthly trip reports to help monitor usage and will work with the Town to implement limitations as needed to ensure that funding is sufficient for the entire length of this contract. The Town will limit and/or suspend non-medical trip purposes as needed when funding is insufficient and will give SPAN the authority to not accept new riders for those trip purposes until appropriate funding is available.
- c. If fewer than one hundred and fifty-nine (159) one-way trips are used in any given month the unused one-way trips from that month will accrue and be available for use during the immediately following month. If unused during the immediately following month, the accrued trips shall continue to roll forward on a monthly basis until the conclusion of the Term of this Agreement.
- d. It is expressly understood and agreed that in no event under the terms of this Agreement will the total compensation to be paid hereunder exceed Fifty-One Thousand Five Hundred Thirty-Five Dollars and Eight Cents (\$51,535.08) for all services rendered.
- e. It is further understood and agreed that the service provided hereunder shall be secondary to and not in lieu of or as a substitute for transportation services available through or funded by Medicare and/or Medicaid or any other program, insurance or provider.
- f. If an otherwise Eligible Rider contacts SPAN for service and the Eligible Rider's trip does not qualify for payment by the Town under this Agreement and/or there are no remaining trips or funding available under this Agreement for such trip, SPAN may offer its service to an otherwise Eligible Rider at the total cost of Thirty-Two Dollars and One Cent (\$32.01) per one-way trip within the Demand Response Transit Service area to be collected by SPAN at the time of such trip.
- g. Utilizing the available §5310 grant funds, SPAN shall provide up to one hundred sixty-four (164) one-way trips per month to Eligible Riders using such funds. If fewer than one

hundred sixty-four trips are used in any given month the unused one-way trips from that month will accrue and be available for use during subsequent months of this Agreement.

5. Indemnification

SPAN assumes all liability and responsibility for and agrees to fully indemnify, hold harmless and defend the TOWN, and its officials, officers, agents, servants and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorney's fees, for injury to or death of a person or damage to property, arising out of or in connection with, directly or indirectly, the performance, attempted performance or nonperformance of the services described hereunder or in any way resulting from or arising out of the management, supervision, and operation of the program and activities of SPAN. In the event of joint and concurring responsibility of SPAN and TOWN, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with Texas Law, without waiving any defense of either party under Texas Law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

6. Insurance

SPAN shall obtain public liability insurance of the types and in the amounts set forth below from an insurance carrier or underwriter licensed to do business in the State of Texas and acceptable to the TOWN. SPAN shall furnish TOWN with certificates of insurance or copies of the policies, evidencing the required insurance on or before the beginning date of this Agreement. SPAN agrees to submit new certificates or policies to TOWN on before the expiration date of the previous certificates or policies. The insurance shall be the following types in amounts not less than indicated:

- a. Comprehensive General (Public) Liability Insurance or its equivalent including minimum coverage limits of \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- b. Automobile Liability Insurance including minimum coverage limits of \$1,000,000 per combined single limit for bodily injury and property damage.
- c. On all insurance required, SPAN shall require insurance providers to:
 - 1) Name the TOWN, and its officials, officers and employees, as additional insureds; and,
 - 2) Provide thirty (30) days written notice to TOWN of any material change to or cancellation of the insurance.

7. Assignment and Delegation

Neither party shall assign or delegate the rights or obligations under this Agreement without the prior written consent of the other party.

8. Severability

In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in full force and effect as to the balance of its provisions and shall be construed as if such invalid provision were not a part hereof.

9. Mediation

In the event of any dispute regarding this Agreement or the terms contained herein, the parties hereto agree that they shall submit such dispute to non-binding mediation.

10. Term of Agreement

The term of this Agreement shall be from October 1, 2019 through September 30, 2020. Either party may modify this Agreement by submitting, in writing, the proposed amendment to be considered and executed by both parties. This Agreement may be terminated with or without cause by either party by giving thirty (30) days written notice to the other party of their intent to terminate the Agreement. In the event the Town terminates without cause, SPAN shall be entitled to receive just and equitable compensation for any satisfactory work completed in accordance with this Agreement and prior to the termination. This Agreement shall automatically terminate upon the exhaustion of the three thousand eight hundred seventy-six (3,876) one-way trips provided for by this Agreement or the payment of Fifty-One Thousand Five Hundred Thirty-Five Dollars and Eight Cents (\$51,535.08) by Town to SPAN and the provision of all trips funded by the \$5310 grant.

11. U.S. Department Of Housing And Urban Development Community Development Block Grant Funds

The services provided under this Agreement may be, in part, eligible for reimbursement from the Community Development Block Grant (CDBG) program. SPAN shall comply with all necessary requirements of the CDBG program as set forth in Exhibit "B" and incorporated herein by reference as though it were set out in its entirety. The TOWN shall assume all responsibility for CDBG submittals and required reporting, unless otherwise requested in writing to SPAN. SPAN shall provide all information necessary for TOWN to comply with CDBG requirements.

12. Applicable Law/Venue

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, and venue for any claim or cause of action shall lie exclusively in Denton County, Texas or the Federal courts having jurisdiction over claims arising in Denton County, Texas.

13. Attorney's Fees and Costs

In the event it becomes necessary to take legal action to enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover attorney's fees and costs of court from the non-prevailing party.

14. Federal Transit Administration Enhanced Mobility for Seniors and People with Disabilities (§5310) grant

As outlined above, the services provided under this Agreement may be, in part, eligible for funding through the Enhanced Mobility for Seniors and People with Disabilities (§5310) grant program. SPAN shall comply with all necessary requirements of the grant program as set forth in "Exhibit "C" and incorporated herein by reference as though it were set out in its entirety. SPAN shall assume all responsibility for invoices, submittals and required reporting, unless otherwise requested in writing to TOWN.

IN WITNESS WHEREOF the Town of Flower Mound and SPAN, Inc. have executed this Agreement on this the 19th day of August, 2019.

SPAN, INC:

Michelle McMahon, Executive Director

TOWN OF FLOWER MOUND:

Steve Dixon, Mayor

SPAN Transit is the contracted service provider for the Town of Flower Mound. The service is reserved for **individuals 65 years or older and/or with a professionally verified disability, for the limited purpose of trips to medical and dental appointments and pharmacy visits to fill a prescription, shopping for necessities, travel to and from places of employment, to support programs for persons with special needs and participation in the Town's Seniors-in-Motion Senior Citizen program.**

It is the policy of SPAN that no person shall on the grounds of race, color, national origin, sex, age, disability, or income status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity administered by SPAN.

Information in these policies and procedures includes the following:

- I. Description of SPAN Transit Services
- II. Application Process
- III. Disability Certification
- IV. How to Schedule a Trip
- V. SPAN Transit Fares
- VI. Aides, Companions and Animals
- VII. Wait Time, No Shows and Trip Cancellations
- VIII. Mobility Devices
- IX. Seatbelts and Restraints
- X. Passenger Behavior
- XI. Termination of Services
- XII. Grievance and Appeal Procedures
- XIII. Title VI Complaints
- XIV. Definitions
- XV. Frequently Asked Questions

For additional information, please call 940-382-1900.

I. Description of SPAN Transit Services in The Town of Flower Mound

Service is provided **to seniors (aged 65 and older) and people with disabilities residing in the Town of Flower Mound** to locations in Flower Mound, Highland Village, and Lewisville.

SPAN transportation service is provided by lift equipped vehicles. Operators are available to provide some assistance **upon request**. Operators are not trained to provide medical assistance.

Assistance includes:

- The operator will assist passenger from the door of a residence or pick-up location to the vehicle if needed.
- The operator will attempt to notify passengers of arrival.
- The operator will assist passengers in boarding and exiting the vehicle.
- The operator will deliver the passenger to the door of his/her destination.

Assistance DOES NOT include:

- Assistance getting in or out of a wheelchair.
- Assistance in getting ready for the trip.
- Administering medication or oxygen.
- Assisting passengers in wheelchairs up or down stairs.
- Assisting passengers on ramps deemed unsafe.
- Assisting in carrying personal belongings or purchases.

SPAN IS NOT AN EMERGENCY MEDICAL TRANSPORTATION SERVICE.

PLEASE NOTE THAT SPAN INC. POLICY DOES NOT ALLOW AN OPERATOR TO LOSE VISUAL CONTACT WITH THE AGENCY VEHICLE AT ANY TIME, FOR ANY REASON.

Service Hours

Trips can be scheduled for pick-up as early as 6:00 a.m. and drop off as late as 6:00 p.m., Monday through Friday. Currently, there is no weekend service. Service is provided throughout the year, except for the following observed holidays:

- | | |
|--------------------------|--------------------------|
| • New Year's Day | • Labor Day |
| • Martin Luther King Day | • Thanksgiving Day |
| • Memorial Day | • Day after Thanksgiving |
| • Independence Day | • Christmas Eve |
| | • Christmas Day |

II. APPLICATION

In order to use SPAN Transit, passengers must complete and submit an application. Applications can be obtained by calling the SPAN Dispatch Office at (940) 382-1900. Upon receipt of completed applications, please allow a maximum of 21 days to process applications. SPAN will begin processing properly completed applications immediately upon receipt. Only completed, signed applications will be considered for review. Once the application is fully completed, the signed original should be dropped off, mailed or faxed to:

SPAN
1800 Malone
Denton, TX 76201 940-383-8433 (fax)

Upon completion of review, Applicants will receive written notice via U.S. mail and may begin scheduling trips.

Reapplication Process

Passengers will need to reapply every three years from the date they are initially approved. Reapplication ensures that SPAN's files are accurate and contain up-to-date information. SPAN will notify passengers when they are due for reapplication.

III. DISABILITY CERTIFICATION

People with disabilities that meet regulatory criteria are entitled to reduced fares. In addition to the regular application, applicants must submit a properly completed Certification Form. Both documents must be received and reviewed to begin the application process to qualify for reduced-fare trips due to disability.

A licensed physician or certified human services professional familiar with the applicant's condition must sign the Certification Form verifying the disability and the applicant's functional limitations if applying for reduced-fare based upon disability. It is recommended that the Certification Form and Application be submitted at the same time in order to prevent delay of the application review. Examples of licensed or certified human service professionals include: Medical Doctor, Psychiatrist, Psychologist, Social Worker, Rehabilitation Professional, Physical/Occupational Therapist, Physician's Assistant, Nurse Practitioner, Registered Nurse.

Once all documentation is received, SPAN personnel will evaluate it and request, if necessary, any additional relevant information about the applicant's functional limitations related to transportation. The applicant will be notified in writing of eligibility upon determination.

Notice of Eligibility Determination

An applicant that is determined to be eligible for reduced-fare service due to disability will be mailed (to the address printed on the application) documentation of eligibility. The document will include the name of the eligible individual, the phone number of the SPAN dispatch office, an expiration date for eligibility, and any conditions or limitation on the individual's eligibility including the use of a personal care attendant. If the determination is that the person is not

eligible, the written notification will state the specific reason(s) for the finding. All applicants have the right to appeal the initial determination of eligibility (see *Grievance and Appeal Procedures*). SPAN employees and SPAN Board of Directors will strive to maintain an accommodation process that is cooperative rather than adversarial in nature, attempt to fulfill disability eligibility requests when possible and will document any and all attempts at reasonable accommodations.

Recertification Process

Passengers with disabilities will need to recertify their eligibility every three years from the date they are initially approved. Re-certification is done to ensure that circumstances have not changed which would invalidate a passenger's eligibility. Recertification also ensures that SPAN's files are accurate and contain up-to-date information. SPAN reserves the right to recertify eligibility at any time. SPAN will notify passengers when they are due for recertification.

IV. HOW TO SCHEDULE A TRIP

Trip Requests

1. Requests for service can be made from 8:00 AM until 2:00 PM, Monday through Friday by calling (940)-382-1900.
2. At the time of scheduling your reservation you will need to provide SPAN with your name, addresses of the pick-up/drop off points and the pick-up/drop off times. Please note that all schedule requests can be made as early as 14 days prior or as late as 1 day prior to the day of service.
3. Same day call-ins, including unscheduled requests or will-calls for return trips, will not be accepted. Bus drivers are not able to make unscheduled stops while in-route.

Scheduling

1. SPAN Transit is a shared ride, public transportation service. As such, we will attempt to schedule your pick-up time as close to your requested time as possible. **Once our schedule is completed the day before your trip, you must call us between 5:00 p.m. and 5:30 p.m. the day before your trip to obtain your scheduled pick-up time.** If the scheduled time is not acceptable to you, you may cancel your trip. (The trip must be cancelled by the day before in order to avoid a "late cancellation" or "no show" penalty. See *Failure to Meet the Bus*)
2. Because of traffic and other issues beyond our control, please note the vehicle may arrive **up to 15 minutes before or after** your scheduled pick-up time ("30-minute ready time window"). Once the bus has arrived, the driver **will not wait more than 5 minutes** for the scheduled passenger to board the bus.
3. Whenever possible, SPAN Transit will attempt to notify all passengers that the vehicle will be early or late (beyond the 30-minute window). This will allow the passenger time to make arrangements if the vehicle is unavoidably detained. If SPAN Transit does not have a telephone on record or if the number has been changed, we will not be able to notify

the passenger of the change in pick-up time. It is the responsibility of the passenger to provide accurate and up-to-date contact information to SPAN. Please make sure that we have a current telephone number and address on file.

4. Only trips with scheduled pick-up times will be entered on the daily schedules.
5. Subscription service is available to a limited number of passengers that travel to the same place at the same time every week. If a passenger is afforded a subscription slot, the passenger will automatically be placed on the schedule for those trips. The passenger will not be required to schedule each trip separately; however subscription passengers are still required to call the day before (between 5 p.m. and 5:30 p.m.) to get their scheduled pick-up time for the following day, and must cancel subscription trips to avoid penalties.

V. SPAN TRANSIT FARES

Fare for SPAN Transit is established by the Town of Flower Mound and approved by the SPAN Board of Directors. The current fare for the Town of Flower Mound is as follows:

- The Town of Flower Mound - \$5.00 per one way trip

Without exception, Span passengers must pay the bus driver promptly for that leg of the trip, via their Para Pass (Span's Electronic Fare Pass) PRIOR to the vehicle's departure. Passengers shall ensure that their Para Pass has sufficient funds at all times. Bus drivers will not accept cash except in cases where the passenger has forgotten their Para Pass. Under no circumstances should a bus driver make change for a passenger's fare. Drivers may not take payment for a subsequent leg of your trip if that bus will not be providing the trip. A one way trip ("trip leg") is each boarding of the passenger onto the bus.

Para Passes

You may request funds to be applied to your Para Pass account by phoning the Span office at 940-382-2224 with a valid credit card, by mail via check or money order or in person at the following location between the hours of 9:00AM and 5:00PM:

SPAN Administrative Office
1800 Malone
Denton, TX 76201

Requests for a new Para Pass submitted by mail should include the address to which the Para Pass should be mailed along with the requested amount applied to your account in the form of a check or money order payable to Span Denton County. Please do not mail cash.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY
DEVELOPMENT BLOCK GRANT FUNDS

1. Statement of Work

During the period October 1, 2019 through September 30, 2020, the Town of Flower Mound may use Community Development Block Grant (CDBG) funds to reimburse SPAN for providing "Demand Response" transit service to the following citizens of the Town of Flower Mound (TOWN):

- Elderly who are 65 years and older
- Severely disabled adults who are 18 years and older and
 - o Use a wheel-chair or another special aid for six months or longer; or
 - o Are unable to perform one or more "functional activities" (i.e., seeing, hearing, having one's speech understood, lifting and carrying, walking up a flight of stairs, or walking); or
 - o Need assistance with an "ADL" (i.e., an activity of daily living including getting around inside the home, getting in or out of bed or a chair, bathing, dressing, eating, and toileting); or
 - o Need assistance with an "IADL" (i.e., going outside the home, keeping track of money or bills, preparing meals, doing light housework and using the telephone); or
 - o Are prevented from working at a job or doing housework; or
 - o Have a selected condition including autism, cerebral palsy, Alzheimer's disease, senility or dementia, or mental retardation; or
 - o Are less than 65 years and covered by Medicare or receive Supplemental Social Security Income.

It is expressly agreed and understood that the total amount of CDBG funds to be paid by the TOWN under this Agreement shall not exceed Thirty Two Thousand Dollars (\$32,000.00). Costs exceeding Thirty Two Thousand Dollars (\$32,000.00) for providing Demand Response transit service to the above citizens will be paid with TOWN funds in accordance with the Agreement.

The TOWN's obligations under this Agreement are contingent upon the actual receipt of adequate CDBG funds to meet SPAN's liabilities under this Agreement. If adequate CDBG funds are not available to make payments under this Agreement, the TOWN will notify SPAN in writing within a reasonable time after such fact has been determined, so that SPAN can modify its services. The TOWN may, at its option, either reduce the amount of its liability, or terminate the Agreement. It is expressly understood that this Agreement in no way obligates the TOWN's General Fund or any other monies or credits of the TOWN for payment of the CDBG funds.

CDBG grant funds will not be used for any cost or portion thereof of which:

- Has been paid, reimbursed or is subject to payment or reimbursement from any other source;
- Was incurred prior to the beginning date, or after the ending date specified in this Agreement;

- Is not in strict accordance with the terms of this Agreement; or,
- Has not been billed to TOWN within 30 calendar days following termination of the Agreement.

CDBG grant funds reimbursed under this Agreement will not be paid to any party other than SPAN. Upon termination of this Agreement, should any expense for which payment has been made be subsequently disallowed or disapproved as a result of any auditing or monitoring by the TOWN, the Department of Housing and Urban Development, or any other federal agency, SPAN will refund such amount to the TOWN within ten working days of a written notice to SPAN, which specifies the amount disallowed. Refunds of disallowed costs may not be made from these or any funds received from or through the TOWN.

2. Records and Reports

SPAN agrees to maintain records that provide accurate, current, separate, and complete disclosure of the status of the CDBG funds received under this Agreement. SPAN shall retain all records pertinent to expenditures incurred under this Agreement for five years from the date of termination of the Agreement. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs first.

SPAN agrees to grant access by the TOWN, the U. S. Department of Housing and Urban Development, and the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of SPAN which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

At the time SPAN submits a request to TOWN for reimbursement, SPAN shall provide a report to TOWN identifying the costs by line item and the actual ridership provided, including name, address, age, disability, and race. SPAN will provide TOWN staff access to records necessary to obtain documentation to support CDBG eligibility requirements.

3. Program Income

No program income will be generated under this Agreement.

4. Uniform Administrative Requirements

In regard to CDBG funds provided under this Agreement, SPAN agrees to comply with the requirements of Title 24: Housing and Urban Development of the Code of Federal Regulations (CFR) Part 570.502 concerning Community Development Block Grants (CDBG). The TOWN has a copy available for review or reproduction. SPAN also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the CDBG funds provided under this Agreement.

5. Other Program Requirements

SPAN further agrees to utilize CDBG funds available under this Agreement to supplement rather than supplant funds otherwise available. For example, if an eligible rider's fee is partially paid by other funds, CDBG funds will be used to pay only the difference in cost for the ride. CDBG grant funds will not be used to fund any claims, actions, suits, charges or judgments whatsoever that arise out of SPAN's performance or nonperformance of the services or subject matter called for in the Agreement. SPAN shall:

- Hold harmless, defend, and indemnify TOWN from any and all claims, actions, suits, charges and judgments whatsoever that arise out of SPAN's performance or nonperformance of the services or subject matter called for in the Agreement;
- Comply with the bonding and insurance requirements of OMB Circular A-110 (Flower Mound has a copy available for review or reproduction). Actual losses not covered by insurance as required by this Agreement are not allowable costs under this Agreement and remain the sole responsibility of SPAN;
- Comply with all applicable equal employment opportunity and affirmative action laws or regulations;
- Provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement;
- Maintain adequate and continuous liability insurance on all vehicles owned, leased or operated that are used to provide services under this Agreement; and,
- Ensure that all drivers possess a valid Texas driver's license.

6. Conditions for Religious Organizations

SPAN shall provide all services under this Agreement in a manner that is exclusively non-religious in nature and scope. There shall be no religious services, proselytizing, instruction or any other religious preference, influence or discrimination in connection with providing these services.

7. Reversion of Assets

Payment for allowable costs under the terms of the Agreement is on a reimbursement basis. Expenditures will not be reimbursed to SPAN for the purchase of real property or equipment. These are not allowable costs under this Agreement.

**NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
IMPLEMENTATION OF AN ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH
DISABILITIES PROGRAM PROJECT**

Program Implementation

AGREEMENT COVER SHEET

TYPE OF AGREEMENT: Sub-Award agreement for reimbursable activities to Special Programs for Aging Needs (DUNS#: 088995790)

FUNDING SOURCE: 49 USC 5310 Formula Grants for Enhanced Mobility of Seniors and Individuals with Disabilities

CFDA NAME & NUMBER (www.cfda.gov): Enhanced Mobility of Seniors and Individuals with Disabilities, Section 5310 (20.513)

FEDERAL AWARD PROJECT DESCRIPTION. The Program Administrator has received Enhanced Mobility of Seniors and Individuals with Disabilities funds from the Federal Transit Administration, through an agreement executed on September 15, 2017 in the amount of Seven hundred, Sixty Two Thousand Four Hundred Nineteen dollars (\$762,419) for Fiscal Year 2017.

Federal Award Project Description, as described in the Federal Funding Accountability & Transparency Act (FFATA): NCTCOG FY 2017 Section 5310 Grant

FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): TX-2017-073-01

FEDERAL AWARD PERFORMANCE PERIOD: SEPTEMBER 13, 2017 – DECEMBER 30, 2022

TOTAL SUBAWARD AMOUNT: \$159,398 (FEDERAL \$159,398, TDC 31,880)

AGREEMENT PERIOD: EXECUTION THROUGH NOVEMBER 30, 2021

U.S. Department of Transportation

Federal Transit Administration
1200 New Jersey Avenue, SE
Washington, D.C. 20590

Project Manager:

*Dan Peschell
Program Management Specialist
Daniel.Peschell@dot.gov
(817) 978-0563*

North Central Texas Council of Governments

616 Six Flags Drive
Arlington, Texas 76011

Project Manager:

*Karina Maldonado
Senior Transportation Planner
kmaldonado@nctcog.org
(817) 704-5461*

Special Programs for Aging Needs

1800 Malone Street
Denton, TX, 76201

Project Manager:

*Michelle Mahon
Executive Director
michellem@span-transit.org
(940) 382-2224*

INTERLOCAL COOPERATIVE AGREEMENT
Between
THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
and
SPECIAL PROGRAMS FOR AGING NEEDS
for
IMPLEMENTATION OF ENHANCED MOBILITY OF SENIORS
AND INDIVIDUALS WITH DISABILITIES

WHEREAS, 49 U.S.C. 5310 apportions Enhanced Mobility of Seniors and Individuals with Disabilities Program (Program) funds by formula to large urbanized areas, small urbanized areas, and non-urbanized areas; and,

WHEREAS, the North Central Texas Council of Governments (NCTCOG) has been designated as the Metropolitan Planning Organization for the Dallas-Fort Worth Metropolitan Area by the Governor of Texas in accordance with federal law; and,

WHEREAS, the Regional Transportation Council (RTC), comprised primarily of local elected officials, is the regional transportation policy body associated with NCTCOG and has been and continues to be a forum for cooperative decisions on transportation; and,

WHEREAS, it is the goal of the RTC to offer a transportation system that is accessible, integrated, efficient, and provides for a diverse and flexible set of transportation options; and,

WHEREAS, 49 U.S.C. 5310 authorizes and sets forth the provisions for the Program, which is intended to enhance mobility for seniors and persons with disabilities by providing funds for programs to serve the special needs of transit-dependent populations beyond traditional public transportation services and Americans with Disabilities Act (ADA) complementary services; and,

WHEREAS, NCTCOG is a designated recipient for the Federal Transit Administration (FTA) Section 5310 Program for the Dallas-Fort Worth-Arlington and Denton-Lewisville Urbanized Areas and is responsible for administering the program, as designated by the Governor of Texas; and,

WHEREAS, on October 12, 2017, the RTC approved projects for the Program in the Denton-Lewisville Urbanized Area; and,

WHEREAS, on October 26, 2017, the NCTCOG Executive Board authorized NCTCOG to enter into an Agreement with Special Programs for Aging Needs; and,

WHEREAS, Special Programs for Aging Needs is an eligible subrecipient of the Enhanced Mobility of Seniors and Individuals with Disabilities Program.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

PART A: Project Details

1. Parties. This Interlocal Agreement, hereinafter referred to as the Agreement, is made and entered into by and between the North Central Texas Council of Governments, acting as the Program Administrator, and Special Programs for Aging Needs (SPAN, Inc.), acting as the Project Manager. The Program Administrator and the Project Manager may each be referred to as a Party and may collectively be referred to as Parties to this Agreement.

2. Project Description. The Project Manager shall complete the following activities, hereinafter referred to as the Project: The project will provide transportation to seniors and those with disabilities that reside in the City of Flower Mound.

3. Service Area. The Project shall be implemented within Denton County.

4. Notice. Notice from one Party to another Party regarding this Agreement shall be in writing and shall be delivered to the addresses shown below, a courtesy copy will be provided to the contact identified on the Agreement Cover Sheet.

If to the Program Administrator: North Central Texas Council of Governments
Attn: Michael Morris, Transportation Director
616 Six Flags Drive
PO Box 5888
Arlington, Texas 76005-5888

If to the Project Manager: SPAN, Inc.
Attn: Michelle Mahon, Executive Director
1800 Malone Street
Denton, Texas, 76201

5. Budget. The total federal share reimbursable to Project Manager by Program Administrator for this Project shall not exceed \$159,398. The Project Manager's eligible indirect cost rate under this Agreement is 0%.

Eligible Expense	Total	Federal	TDC
Capital FY17	\$159,398	\$159,398	31,880

5.1 Federal Award Project Description. The Agreement Cover Page includes award information that the Program Administrator has received from FTA, through an executed Agreement for Enhanced Mobility of Seniors and Individuals with Disabilities Program funds.

5.1.1 Modifications to the Project will be accepted for review through the quarterly Statewide Transportation Improvement Program (STIP) modification cycles and may require an amendment to this Agreement.

5.2 Match. The Project Manager shall provide Local Share in an amount as specified in Section 6 of the Agreement. The Project Manager shall comply with all guidelines and requirements pertaining to Local Share as outlined in the FTA Master Agreement.

Milestones. The Project Manager shall coordinate with the Program Administrator to develop an implementation schedule for the Project prior to incurring any expenses. The implementation schedule will be approved by the Program Administrator's Project Manager and will become part of this Agreement. The Implementation Schedule will detail the timeline of the Project, scope phases of the Project, and deliverables. Revisions to the approved scope and schedule shall require written approval by the Program Administrator's Project Manager. The Project Manager is required to report financial, operating, milestone and property management data on a recurring basis, as applicable. Information to be submitted with these reports and the deadlines for submission will be determined and agreed upon by both parties in advance. Revisions to the Implementation Schedule and Milestones outlined below may be agreed to in writing by both Parties without requiring an Agreement amendment.

Project Milestones include:

Milestone 1: Service Agreement established with City of Flower Mound, September 2018

Milestone 2: Project Life Cycle Management plan finalized, September 2018

Milestone 3: Begin service in Flower Mound, September 2018

Milestone 4: Develop long-term sustainability plan, Winter 2020

Milestone 5: Submit closeout report no more than 60 days after final invoice, Fall 2021

PART B: Federal Transit Authority Requirements

6. Authority. The Parties agree to implement the activities included in this Agreement as authorized by and consistent with applicable regulations detailed in the following documents, which are hereby made part of this Agreement by reference:

- 6.1** FTA Master Agreement; FTA MA (24), October 1, 2017 and subsequent revisions; and
- 6.2** FTA Enhanced Mobility of Seniors and Individuals with Disabilities Program Circular; FTA C 9070.1G as may be amended from time to time; and,
- 6.3** Title 49 United States Code Section 5310 – Enhanced Mobility of Seniors and Individuals with Disabilities Program; and
- 6.4** Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; 2 Code of Federal Regulation (CFR) 200 (the Uniform Guidance); and
- 6.5** FTA Required Clauses and Compliance Requirements as detailed in FTA C 4220.1f and as detailed in Appendix C. For the purpose of this Appendix, "Purchaser" shall mean "Program Administrator" and "Contractor" shall mean the "Project Manager". As required, the Project Manager shall include appropriate provisions in applicable contracts.
- 6.6** Any notification containing special conditions or requirements, if issued.

7. Certifications and Assurances. The Project Manager shall execute the Certifications and Assurances for FTA Assistance Programs by signing the Federal Fiscal Year FTA Certifications and Assurances for each fiscal year, as published in the Federal Register, between the Effective Date and

Termination of this Agreement. An executed copy of the Certifications and Assurances shall be provided to the Program Administrator not more than ninety (90) days after the date the Certifications and Assurances are published in the Federal Register.

8. FTA Oversight. Through self-certification, annual audits, and triennial reviews, the FTA shall ensure the administration and implementation of the Project under this Agreement adhere to all applicable federal mandates and requirements. As applicable, the Project Manager shall comply with any requested on-site visits and make available all necessary documentation for review by the FTA, the Program Administrator, or their authorized representatives, for this purpose.

PART C: Program Requirements

9. Program Administrator Responsibilities.

As the Designated Recipient and Grantee, the Program Administrator shall:

- 9.1** Serve as the main point of contact for the Project Manager in coordination of projects under this Agreement.
- 9.2** Implement appropriate procedures to ensure compliance of federal requirements by the Project Manager and Third-Party contractors.
- 9.3** Monitor the progress of the program through review of progress reports, on-site reviews, and communication with a designated representative of the Project Manager.
- 9.4** Review reimbursement requests and remit payment for eligible expenses to the Project Manager, provided all requirements are fulfilled.
- 9.5** Review documentation of local expenses and payments to ensure appropriate local match requirements are fulfilled, as applicable.
- 9.6** Review documentation as submitted by the Project Manager to ensure policies and procedures are within the requirements of the FTA as applicable to the funds allocated under this Agreement.
- 9.7** Work cooperatively with the Project Manager to improve or correct policies and procedures to assure compliance with federal mandates and regulations.
- 9.8** Submit all necessary reports to the FTA in a timely manner.

10. Project Manager Responsibilities.

As the Subrecipient, the Project Manager shall:

- 10.1** Comply with all annually updated applicable provisions of the FTA Master Agreement incorporated herein by reference.
- 10.2** Comply with all applicable State and federal statutes, regulations, rules, executive orders, FTA circulars, and other federal administrative requirements, and subsequent modification thereof, in implementation of the Project.

- 10.3 Comply with the Labor Standard requirements of 49 U.S.C., Section 5333(b) as determined fair and equitable by the U.S. Department of Labor.
- 10.4 Maintain appropriate knowledge of the programs funded under this Agreement, including an understanding of the purpose and requirements of Section 5310 – Enhanced Mobility of Seniors and Individuals with Disabilities.
- 10.5 Work cooperatively with the Program Administrator and the FTA as applicable to prepare documentation and/or implement procedures for compliance with State and federal rules and regulations.
- 10.6 Modify procedures and services performed for purposes of this Agreement based on recommendations by the Program Administrator to enable efficient and effective operations and implementation of the Project.
- 10.7 Maintain appropriate records of Project implementation, and submit these records to the Program Administrator as requested.
- 10.8 Identify, collect, and document required local matching funds for the Project. Project Manager shall be responsible for any funds determined to be ineligible for reimbursement under this Agreement.

11. Reporting.

- 11.1 **Project Status Reports.** The Project Manager shall complete and submit a status report to the Program Administrator detailing Project activities which occurred during the invoiced performance period. Progress reports will be submitted monthly, quarterly or as determined by the Program Administrator. Each report shall identify the dates any Project milestones were met and any revised anticipated milestone dates; document any delays or problems encountered during the previous months in implementation of the Project and the applied resolution(s); document information and data for any applicable Performance Measures, as defined in Section 12.10; and document any other accomplishments. Status reports may be submitted with reimbursement requests as detailed in Section 13.3 of this Agreement.
- 11.2 **Financial Status Reports.** The Program Administrator shall prepare Financial Status Reports quarterly for grant funds expended or obligated during the previous quarter and submit these reports to the Federal Transit Administration. Information requested from the Project Manager for the purposes of completing this report shall be provided to the Program Administrator promptly and in the format requested to enable timely submittal of the reports.
- 11.3 **Milestone Progress Reports.** The Program Administrator shall prepare Milestone Progress Reports quarterly to update anticipated project milestones and submit these reports to the Federal Transit Administration. Information requested from the Project Manager for the purposes of completing this report shall be provided to the Program Administrator promptly and in the format requested to enable timely submittal of the reports.
- 11.4 **National Transit Database.** Financial and operating information regarding service under this Agreement shall be reported to the FTA annually through the National Transit Database (NTD) Reporting System. The Program Administrator and the Project Manager shall collaborate on development of these reports. The Project Manager will provide to the

Program Administrator any requested information necessary to perform this task promptly and in the format requested. As needed, the Project Manager will submit data to the NTD directly.

- 11.5 Disadvantaged Business Enterprise Participation Reports.** The Program Administrator will compile semi-annual reports based upon the information submitted by the Project Manager regarding anticipated and completed contracting opportunities and Disadvantaged Business Enterprise Participation goals. The Project Manager shall provide requested information promptly and in the format requested to enable timely submittal of the reports.
- 11.6 Closeout Report.** The Project Manager shall prepare a closeout report documenting final Project implementation and costs, including final data for applicable Performance Measures, as agreed with the Program Administrator. The final closeout report should be submitted to the Program Administrator within 60 days of Project completion. A Project will be considered closed upon receipt of a final invoice. All final invoices are due, no later than sixty days after the Project completion. Ninety days after the end of the Project period, the remaining project balance will no longer be available to the Project Manager. All Project records shall be maintained and accessible for a period of three years following receipt of payment of the final invoice or final audit for the project. All real property records shall be maintained and accessible for a period of three years after final disposition of the property.
- 11.7 Charter Bus Service.** The Project Manager agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.
- 11.8 School Bus Service.** Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.
- 11.9 Safety and Security.** The Project Manager shall provide to the Program Administrator a written policy on safety, security, and emergency preparedness. This policy shall include, at a minimum, identification of safety personnel and safety accountability, procedures for investigating accidents, safety data reporting schedules, procedures for securing sensitive documents, past and planned security expenditures, anti-terrorist measures, past and planned training and practice drills, and response protocols for each Department of Homeland Security Threat Advisory Level.
- 11.10 Performance Measures.** The Project Manager shall monitor and document quantitative and qualitative information to detail the Project's performance in regards to the following performance measures:

- (a) Impact of project implementation on the availability of transportation services for seniors and individuals with disabilities, specifically increases or enhancements to geographic coverage of service, service quality, and expansion of service times.
- (b) Additions or change to environmental infrastructure, technology, and vehicles through implementation of the Project that impact availability of transportation services for seniors and individuals with disabilities.
- (c) Actual or estimated number of rides (as measured by one-way trips) provided for seniors and individuals with disabilities through implementation of the Project.
- (d) Other measures to be determined at a later date.

12. Payments.

- 12.1** The Project Manager shall be reimbursed for eligible costs incurred from the effective date of the Agreement for implementation of the Project, in an amount not to exceed the federal share of the Budget as detailed in Section 6. No advance funds will be provided.
- 12.2** The Project Manager shall contribute funding or service in an amount as specified in the Budget detailed in Section 6. The local contribution shall be documented and submitted to the Program Administrator as support for requested reimbursement.
- 12.3** The Project Manager shall provide to the Program Administrator reimbursement requests, in the form of an invoice, detailing eligible expenses incurred. Invoices may be submitted no more frequently than monthly. Each invoice must identify the period expenses were incurred, amount of expenses incurred by budget category, and the appropriate reimbursement amount being requested. Each invoice must include supporting receipts and any other documentation or data requested by the Program Administrator. Invoices received past 90 days will be subject to additional review and further documentation requirements.
- 12.4** The Program Administrator may deem an invoice incomplete if the Project Manager does not submit complete and acceptable documentation.
- 12.5** The Project Manager shall remit to the Program Administrator any excess payments made to the Project Manager any costs disallowed by the Federal Government, any amounts recovered by the Recipient from third parties or other sources, and any interest required.
- 12.6** Any compensation due to the Project Manager for performance of this Agreement shall be payable only after approval of invoices submitted to the Program Administrator and receipt of grant funds from the funding agencies. There shall be no obligation whatsoever to pay for performance of this Agreement from the monies of the Program Administrator.

13. Policy and Procedure Compliance. The Project Manager agrees to comply with all applicable management and administrative requirements for implementation of the Project. The Project Manager shall regularly review current policies and procedures and modify these procedures as needed to ensure compliance with federal requirements. If at any time, during the term of this Agreement, the Project Manager identifies any procedures or activities associated with the Project to be inconsistent with applicable regulations, the Project Manager shall notify the Program Administrator immediately to ensure appropriate resolution. As applicable to the Project, the Program Administrator may request written procedures or documentation of activities from the Project Manager. The Project Manager and Program

Administrator will work cooperatively to adjust procedures and Project activities to ensure compliance with regulations.

13.1 Financial Management. The Project Manager shall document and apply procedures for appropriate and sufficient financial reporting, accounting records, internal controls, budget control, cost review, source documentation, cash management, payment tracking, and other financial records. The Project Manager shall provide any requested data and other documentation to the Program Administrator to enable appropriate financial management oversight by the Program Administrator for management of the Project and compliance with federal requirements.

13.2 Allowable Costs. The Project Manager shall ensure compliance with 2 CFR Part 200.

13.3 Satisfactory Continuing Control. The Project Manager shall provide to the Program Administrator a current inventory of capital assets and real property, including all vehicles leased, owned, and/or operated by the Project Manager, and an inventory schedule. The Project Manager shall ensure all equipment and other assets received through this Agreement are appropriately maintained. The Project Manager shall provide reasonable access to the Program Administrator to investigate procedures, inventory records, equipment, and other assets to ensure satisfactory continuing control.

13.4 Asset Management.

13.4.1 Equipment Use and Management. As applicable to this Project, the Project Manager shall ensure compliance with 2 CFR 200.313 and 2 CFR 200.439. The Project Manager shall use the equipment for the project for which it was acquired as long as needed, even if the Project does not continue to receive federal funding. Equipment must be used first for the Project and then to meet transportation needs of other federal programs, providing that they do not interfere with the Project.

13.4.2 Maintenance and Inspections. For all equipment and vehicles purchased under this Agreement, the Project Manager agrees to abide by the manufacturer's maintenance specifications a Maintenance Program documented by the Project Manager. If the Project Manager has developed their own Maintenance Program, this program shall follow the manufacturer's recommendations to maintain optimal efficiency. As applicable for the type of equipment, the Project Manager shall maintain a maintenance records that contains, at a minimum:

- a. Maintenance repair records,
- b. Usage chart or monthly mileage reports, and
- c. Inspection log

The Project Manager shall submit this record to the Program Administrator as requested.

Equipment and vehicles purchased under this Agreement will remain under the Project Manager's purview for inspections and review, as necessary, and will remain on the Project Manager's inventory until title is transferred.

All vehicles owned, leased, or used in the operation of this Project will have an annual safety inspection conducted by qualified individuals at the expense of the Project Manager. Upon

detection of a problem, repairs required to make the vehicle safe to operate will immediately be completed. The vehicle will be inoperable until repairs are made and will be returned to service once safety is guaranteed.

The Project Manager shall maintain a preventative maintenance program for each vehicle purchased.

13.4.3 Disposition. The Project Manager must receive written authorization from the Program Administrator for use, non-use, sale, or other disposition of any equipment or vehicles provided through this Agreement for any purpose other than implementation of the Project, including use, non-use, sale or other disposition of equipment after the termination of this Agreement. The Project Manager acknowledges that use, non-use, sale, or other disposition of any equipment or vehicle may require the Project Manager to return all or a portion of funding received under this Agreement to the Program Administrator.

- a. Disposition of Vehicles.** When the Project Manager is ready to sell the vehicle and/or the vehicle is past its useful life, a written request must be made to the Program Administrator to release and convey the title to the Project Manager. This request will contain, at a minimum: type of vehicle, license plate number, serial number, engine size, special options (e.g. air conditioning, cruise control, etc.), mileage, condition of vehicle, and reason for disposition request. The Program Administrator will notify the Project Manager if the request has been approved. If a Project Manager no longer has a need for the vehicle for the original Project purpose and the vehicle is still within its useful life, the Program Administrator will seek to have the vehicle transferred to another Project Manager. The useful life of all vehicles included in the Project shall be as referenced in Awards Management Circular 5010.1. If the vehicle title has been released and the vehicle is past its useful life, the Project Manager may sell the vehicle and use the proceeds of the sale to fund transportation activities. Project Manager acknowledges that disposition of the vehicle may require the Project Manager to return all or a portion of funding received under this Agreement to the Program Administrator.

13.4.4 Depreciation. The Project Manager shall follow applicable guidelines for the calculation of depreciation on any fixed assets (i.e. buildings, capital improvements, equipment, software projects capitalized) consistent with 2 CFR 200.436 and Awards Management Circular 5010.1.

- 13.5 Licensure.** Every vehicle providing Service shall be operated by an operator duly licensed by the State of Texas and in current possession of said license to operate vehicles of the type and size obtained in this Agreement.
- 13.6 Title VI.** The Project Manager shall work cooperatively with the Program Administrator to implement appropriate Project activities to address environmental justice in minority and low-income populations, and to address needs from persons with Limited English Proficiency (LEP).
- 13.7 Public Hearing Requirements.** The Program Administrator shall be responsible for general public hearing and public meeting requirements associated with development and award of the Project. The Project Manager shall provide any necessary assistance to the Program

Administrator to ensure appropriate information is available to the public. Any additional public meetings or public hearings scheduled by the Project Manager should be coordinated in advance with the Program Administrator. The Project Manager shall transmit to the Program Administrator copies of subsequent meeting notices, agendas, and any public comments received regarding the Project, and any responses, within five (5) days of receipt.

- 13.8 Fares and Services.** The Project Manager shall provide the Program Administrator a fee and service schedule for transit services offered through funds received under this Agreement, if applicable. Changes to fares and services initiated after the execution of this Agreement shall be provided to the Program Administrator prior to implementation of the changes.
- 13.9 Half Fare.** The Project Manager shall provide to the Program Administrator a written description of the provider's half fare policies and procedures, including at a minimum, a schedule of half fare services, advertisement of half fare service, and eligibility verification procedures. Changes to half fare policies and procedures initiated after the execution of this Agreement shall be provided to the Program Administrator prior to implementation of the changes.
- 13.10 Drug and Alcohol Program.** The Project Manager shall prepare and maintain a management information system (MIS) of drug and alcohol test results and provide an annual report to the Program Administrator by the first of February each year in the format requested. The Project Manager shall include a statement of compliance with the Drug and Alcohol Program in applicable Third-Party contracts and monitor compliance with the program. Annual MIS reports shall be completed and provided to the Program Administrator for applicable Third-Party contractors.

The Project Manager shall provide a copy of the Drug and Alcohol Policy to the Program Administrator. The Drug and Alcohol Policy shall include, at a minimum, a contact person, employee categories subject to testing, prohibited behavior, testing circumstances, testing procedures, requirement that covered employees submit to testing, behavior that constitutes a refusal to submit to a test, consequences for an employee who has a verified positive test result or alcohol concentration within specified levels, and a records retention schedule for drug and alcohol testing. Information shall be made available upon request of the Program Administrator.

- 13.10.1 Drug-Free Workplace.** The Project Manager shall establish a drug-free workplace in accordance with the Drug-Free Workplace Act. A copy of the drug-free workplace policy, as distributed to employees, shall be provided to the Program Administrator. The drug-free workplace policy shall include, at a minimum, notification of prohibited activities relating to drugs, notification of requirement to abide by policy as a condition of employment, and drug conviction disclosure requirements. The Project Manager shall inform the Program Administrator within five (5) calendar days of the receipt of notice of an employee's criminal conviction for a drug statute violation that occurred in the workplace. The Project Manager shall maintain a record of all employees reporting drug convictions and the action taken against the employee, and make these records available to the Federal Transit Administration, the Program Administrator, or their auditors for review upon request.

- 13.11 Reviews.** The Program Administrator shall coordinate appropriately with the FTA regarding necessary review of program compliance. The Project Manager acknowledges that the FTA or their designees may require review of the Project Manager's compliance as a component of the review of the Program Administrator. The Project Manager agrees to permit access to staff, property, and records for the Program Administrator, the FTA, and their designees as necessary to complete any reviews.

PART D: General and Special Conditions

14. Term.

- 14.1 Effective Date.** The term of this Agreement shall take effect on the date executed by the Parties and remain in effect until November 30, 2021.
- 14.2 Termination.** NCTCOG reserves the right to terminate this Agreement in whole or in part for convenience. NCTCOG may terminate for cause. If NCTCOG elects to terminate for cause, NCTCOG shall provide written notice of termination, shall set forth the reasons for termination, and shall provide for a minimum of 30 days to cure the defect. Termination is effective only if the Project Manager fails to cure the defect within the period stated in the termination notice including any written extensions. If the Agreement is terminated, NCTCOG shall only be liable for payment of services provided and accepted before the effective date of termination. The Project Manager shall account for and return to NCTCOG any property in its possession paid for from funds received from NCTCOG, or property supplied to the Project Manager by NCTCOG.
- 14.3 Federal Government Termination.** Any or all of the terms of this Agreement may be suspended or terminated in the event that the Project or funding is terminated for any reason.
- 14.4 Project Closeout.** Closeout of any or all projects under this Agreement by the FTA does not invalidate any continuing obligations imposed by this Agreement.
- 14.5 Continuing Obligations.** Termination of this Agreement does not invalidate any continuing obligations imposed by this Agreement.

- 15. Procurement.** The Party responsible for conducting procurement activities, whether the Program Administrator or the Project Manager, shall ensure compliance with applicable provisions of 2 CFR 200.317-.326 and the FTA Circular 4220.1 F for the procurement of equipment or goods and services through this Agreement. Each Party shall ensure that procurements under this Agreement comply with 49 CFR Part 661. For procurements completed by the Project Manager, the Program Administrator may require the Project Manager to submit their procurement procedures and a written code of conduct prior to commencing the procurement for approval consistent with any third party procurement guidelines provided by the Program Administrator.

- 15.1 Procurement of Recovered Materials (Recycled Products).** As required under the Uniform Guidance, the Project Manager agrees to comply with all applicable provisions of 2 CFR §200.322.

- 15.2 Bus Testing.** The Project Manager shall provide to the Program Administrator a copy of the test report, as applicable, for the purchase of a new bus model prior to purchase as applicable.

16. Single Audit Act and Submission of Audits. As applicable, the Project Manager shall comply with the requirements of the audit provisions of 2 CFR Part 200, Subpart F, which requires that a non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year, in Federal awards must have a single or program-specific audit conducted for that year. As applicable, the Project Manager shall provide to the Program Administrator, for its review, a copy of any audit received as a result of the Project Manager's policy or audits of federal and state governments relating to expenditure of funds under this Agreement. Such audits shall include or be accompanied by any applicable audit management letter issued and applicable responses to the auditor's findings and recommendations. All audits shall be submitted to The Program Administrator within thirty (30) days of receipt of each issued report.

17. Vehicles.

17.1 Vehicle Use. The Project Manager shall ensure the use of any vehicles received through this Agreement is consistent with the Project and the terms of this Agreement.

17.2 Titles to Vehicles. The Project Manager shall purchase a State vehicle title under the Project Manager's name through registration and annual registration renewal for any vehicles received through this Agreement. Project Managers may co-title vehicles with local governmental entities, in order to take advantage of blanket insurance rates or to participate in bulk purchases of fuel, maintenance and supplies. The Program Administrator, NCTCOG, will be the First Lien-Holder on all vehicles funded through this Agreement. The Program Administrator shall retain Title of the vehicle until either the vehicle reached the end of its useful life or upon disposition of the vehicle, upon which time Title will be transmitted to the Project Manager.

17.3 Vehicle Insurance. The Project Manager shall maintain adequate Comprehensive Automobile Insurance for the operation of vehicles for implementation of this Project. This insurance shall cover all owned, non-owned, and hired vehicles used during this Project. The Project Manager shall, at all times during the term of this agreement and extended terms thereof, provide and maintain, or cause to be provided and maintained, insurance protecting the interests of NCTCOG against any loss, cost or expense, of any kind arising out of the Service to be provided. NCTCOG shall be named as an additional insured and shall be provided with a certificate of insurance from an insurance company or companies acceptable to NCTCOG, at least twenty (20) days prior to the commencement of Service. Said policy or policies shall bear an endorsement giving NCTCOG a thirty (30) day written notice of cancellation. In the event the Project Manager allows any coverage to lapse during the terms of this Agreement, NCTCOG shall have the right to terminate the Agreement. Prior to delivery of any vehicle provided through this Agreement, the Project Manager will provide proof of insurance to the Program Administrator, and will submit proof of coverage annually.

The Project Manager is required to report to the Program Administrator when a vehicle is in an accident, stolen or there is other property damage. Any insurance proceeds received by or on behalf of the Project Manager under an insurance policy due to the damage or destruction of a vehicle funded through this Agreement must be utilized to repair the vehicle or acquire another vehicle for implementation of the Project.

17.4 No Recourse. Companies issuing the insurance policies herein described shall have no recourse against the Program Administrator for payment of any premiums or assessments for deductibles, such premiums and deductibles being the sole responsibility of the Project Manager.

18. Construction Management and Oversight. As applicable to this Project, the Project Manager shall ensure appropriate management of any construction activities, including compliance with applicable local construction regulations and permitting requirements. The Project Manager shall ensure that construction activities comply with prevailing wage requirements of the Davis-Bacon Act. Upon request, the Project Manager shall provide to the Program Administrator applicable documentation confirming compliance with construction regulations.

19. Amendments.

19.1 Agreement. This Agreement embodies all of the Agreements of the Parties relating to its subject matter, supersedes all prior understandings and Agreements regarding such subject matter, and may be amended, modified, or supplemented only by an instrument or instruments in writing executed by all of the Parties.

19.2 Severability. In the event any one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intent of the Parties.

19.3 Changed Circumstances. If future federal, State, or local statute, ordinance, regulation, rule, or action renders this Agreement, in whole or in part, illegal, invalid, unenforceable, or impractical, the Parties agree to delete and/or modify such portions of the Agreement as are necessary to render it valid, enforceable, and/or practical. Each section, paragraph, or provision of this Agreement shall be considered severable, and if, for any reason, any section, paragraph, or provision herein is determined to be invalid under current or future law, regulation, or rule, such invalidity shall not impair the operation of or otherwise affect the valid portions of this instrument.

20. Rights.

20.1 Authority. The Project Manager shall have no authority to act for or on behalf of the Program Administrator except as expressly provided for in this Agreement; no other authority, power, use, or joint enterprise is granted or implied. The Project Manager may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the Program Administrator.

20.2 Assignment. Without the prior written consent of the Program Administrator, the Project Manager may not transfer or assign any rights or duties under or any interest in this Agreement.

21. Miscellaneous Provisions.

- 21.1 Indemnification.** The Project Manager covenants and agrees to indemnify and hold harmless and defend and does hereby indemnify, hold harmless, and defend the Program Administrator, its officers and employees, from and against any and all suits or claims for damages or injuries, including death, to persons or property, whether real or asserted, arising out of any negligent act or omission on the part of the Project Manager, its officers, agents, servants, employees, or subcontractors, and the Project Manager does hereby assume all liability for injuries, claims or suits for damages to persons, property, or whatever kind of character, whether real or asserted, occurring during or arising out of the performance of this Agreement as a result of any negligent act or omission on the part of the Project Manager, its officers, agents, servants, employees, or subcontractors to the extent permitted by law.
- 21.2 Liability.** The Program Administrator shall not be liable for any damages, including that of personal injury, death, or property for any reason associated with implementation of the Project under this Agreement.
- 21.3 Force Majeure.** It is expressly understood and agreed by the Parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such Party was delayed. Each Party must inform the other in writing within reasonable time of the existence of such force majeure.
- 21.4 Contractual Relationship.** It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature and is not to be construed to create a partnership of joint venture or agency relationship between the Parties. Nor shall any Party be liable for any debts incurred by the other Party in the conduct of such other Party's business or functions.
- 21.5 Insurance.** The Project Manager shall comply with the insurance requirements imposed by State and local laws, regulations, and ordinances.
- 21.6 Captions.** The captions, headings, and arrangements used in this Agreement are for convenience only and shall not in any way affect, limit, amplify, or modify its terms and provisions.
- 21.7 Disputes and Remedies.** Should disputes arise concerning the Project, or additional agreed upon work to be performed under this Agreement, the Project Manager and NCTCOG shall negotiate in good faith toward resolving such disputes. NCTCOG shall be responsible to its funding agencies for the settlement of all contractual and administrative issues arising out of procurement entered into in support of the Unified Planning Work Program. Violation or breach of Contract terms by the Project Manager may be grounds for termination, and should said disputes be irreconcilable, NCTCOG shall terminate the

agreement by default. Any costs directly related to the termination shall be paid by the Project Manager, provided such amount shall not exceed the total contract amount for Project Manager under this Agreement.

- 21.8 Debarment/Suspension.** The Project Manager is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. The Project Manager and its subcontractors shall comply with the special provision "Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions," which is included as Appendix A of this agreement.

The Project Manager shall ensure compliance with 2 CFR 200.212, by disclosing all information to the Program Administrator regarding the Project Manager's debarment, suspension, or other exclusion from public transactions. The Project Manager shall also ensure that any third-party vendor or contractor receiving funding through this Agreement is not debarred, suspended, or otherwise excluded from or ineligible for participation in publicly-funded programs. The Project Manager shall include a statement of compliance with Suspension and Debarment requirements in applicable procurement solicitations and third-party contracts.

- 21.9 Restrictions on Lobbying.** The Project Manager of these funds is prohibited from using monies for lobbying purposes; The Project Manager shall comply with the special provision "Restrictions on Lobbying," which is included as Appendix B of this Agreement. The Project Manager shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in applicable procurement solicitations. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable.

- 21.10 Confidentiality.** The Project Manager and the Program Administrator shall ensure that all information, both written and verbal, deemed confidential by law that is obtained through implementation of the Project will remain confidential, subject to provisions of the Texas Public Information Act.

The following appendices are made part of this Agreement.

Appendix A	Debarment Certification
Appendix B	Lobbying Certification
Appendix C	Required FTA Clauses and Compliance Documentation
Appendix D	Required 2 CFR 200 Clauses

IN WITNESS HEREOF, the parties have executed this Agreement. This Agreement becomes effective on the last day the last Party signs.

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

DocuSigned by:

Mike Eastland

7/31/2018

34AE72C1B5F0F426...

Mike Eastland, Executive Director

Date

SPECIAL PROGRAMS FOR AGING NEEDS (SPAN, INC.)

DocuSigned by:

Michelle Mahon

7/30/2018

34AEB5016C9647A

Michelle Mahon, Executive Director

Date

APPENDIX A
DEBARMENT CERTIFICATION

APPENDIX A DEBARMENT CERTIFICATION

CERTIFICATION REQUIREMENTS FOR RECIPIENTS OF GRANTS AND COOPERATIVE AGREEMENTS REGARDING DEBARMENT AND SUSPENSIONS

Department of Transportation (DOT) Circular 2015.1 excludes entities and individuals that the federal government has either debarred or suspended from obtaining federal assistance funds through grants, cooperative agreements, or third-party contracts. NCTCOG has elected to include the requirements of the DOT Circular 2015.1 in all third-party contracts for federal funds. A certification process has been established by 49 C.F.R. Part 29 as a means to ensure that debarred, suspended, or voluntarily excluded persons do not participate in a federally assisted project. The inability of a person to provide the required certification will not necessarily result in a denial of participation in a covered transaction. A person that is unable to provide a positive certification as set forth in the Circular may submit a complete explanation attached to the certification. DOT will consider the certification and any accompanying explanation in determining whether or not to provide assistance for the project. Failure to furnish a certification or any explanation may disqualify that person from participating in the project.

Each potential third-party contractor, subcontractor under a third-party contract, subgrantee, or subrecipient must provide to the grantee or recipient of a cooperative agreement, as appropriate, a certification for a lower tier participant. In general, lower-level employees or procurements of less than \$25,000 will not be covered by the certification process procedures, except in the case of procurements with individuals that would have a critical influence on or substantive control over the project; nevertheless, a participant is not authorized to involve a lower-level employee or enter into a contract of less than \$25,000 with a person actually known by the participant to be debarred, suspended or voluntarily excluded.

NCTCOG requires each potential contractor subgrantee, or subrecipient for a third-party contract to complete the certification in Appendix A.2 for itself and its principals.

If an applicant for a grant or cooperative agreement or a potential contractor for a third-party contract knowingly enters into a lower-tier covered transaction such as a third-party contract or subcontract under a major third-party contract or subgrant with a person that is suspended, debarred, ineligible, or voluntarily excluded from participation in the project, in addition to other remedies available to the federal government, DOT may terminate the grant or subcontract, the underlying grant or cooperative agreement for cause or default.

APPENDIX A.1 CERTIFICATION INFORMATION

This certification is to be used by contractors pursuant to 49 CFR 29 when any of the following occur:

- any transaction between the contractor and a person (other than a procurement contract for goods and services), regardless of type, under a primary covered transaction
- any procurement contract for goods or services when the estimated cost is \$25,000 or more
- any procurement contract for goods or services between the contractor and a person, regardless of the amount, under which the person will have a critical influence on or substantive control over that covered transaction. Such persons include principal investigators and providers of federally required audit services.

A *procurement* transaction is the process of acquiring goods and services.

A *nonprocurement* transaction is the granting of financial assistance to entities to assist the grantor in meeting objectives that are mutually beneficial to the grantee and grantor.

A COPY OF THIS CERTIFICATION IS TO BE FURNISHED TO AUTHORIZED REPRESENTATIVES OF THE STATE OR THE U.S. DEPARTMENT OF TRANSPORTATION UPON REQUEST.

**APPENDIX A.2
LOWER TIER PARTICIPANT DEBARMENT CERTIFICATION
(Negotiated Contracts)**

Michelle Mahon

_____, being duly
(Name of certifying official)

sworn or under penalty of perjury under the laws of the United States, certifies that neither

SPAN, Inc.

_____, nor its principals
(Name of lower tier participant)

are presently:

- debarred, suspended, proposed for debarment,
- declared ineligible,
- or voluntarily excluded from participation in this transaction by any federal department or agency

Where the above identified lower tier participant is unable to certify to any of the above statements in this certification, such prospective participant shall indicate below to whom the exception applies, the initiating agency, and dates of action.

Exceptions will not necessarily result in denial of award but will be considered in determining contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

EXCEPTIONS:

DocuSigned by:

34AEB5016C9647A...

Signature of Certifying Official
Michelle McMahon

Title

7/30/2018

Date of Certification

APPENDIX B
LOBBYING CERTIFICATION

APPENDIX B LOBBYING CERTIFICATION

RESTRICTIONS ON LOBBYING

Section 319 of Public Law 101-121 prohibits recipients of federal contracts, grants, and loans exceeding \$100,000 at any tier under a federal contract from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. Section 319 also requires each person who requests or receives a federal contract or grant in excess of \$100,000 to disclose lobbying.

No appropriated funds may be expended by the recipient of a federal contract, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any federal executive department or agency as well as any independent regulatory commission or government corporation, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

As a recipient of a federal grant exceeding \$100,000, NCTCOG requires its subcontractors of that grant to file a certification, set for in Appendix B.1, that neither the agency nor its employees have made, or will make, any payment prohibited by the preceding paragraph.

Subcontractors are also required to file with NCTCOG a disclosure form, set forth in Appendix B.1, if the subcontractor or its employees have made or have agreed to make any payment using nonappropriated funds (to include profits from any federal action), which would be prohibited if paid for with appropriated funds.

**APPENDIX B.1
LOBBYING CERTIFICATION
FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

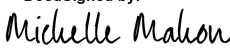
The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DocuSigned by:

34AEB5016C9647A...

Signature
Michelle McMahon

Title
Executive Director

Agency
7/30/2018

Date

APPENDIX C
REQUIRED FTA CLAUSES AND COMPLIANCE DOCUMENTATION

APPENDIX C
FTA REQUIRED CLAUSES AND
COMPLIANCE DOCUMENTATION

A. No Obligation by the Federal Government.

1. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

B. Program Fraud and False or Fraudulent Statements or Related Acts.

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

C. Access to Records.

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 2 CFR 200.317-.326, the Contractor

agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 2 CFR 200 Appendix II, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

3. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

4. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

5. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 2 CFR 200.336.

6. FTA does not require the inclusion of the above Access to Records requirements in subcontracts.

D. Federal Changes.

1. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

E. Civil Rights.

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

- a. *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- b. *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- c. *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

F. Disadvantaged Business Enterprise.

1. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises as defined in 49 CFR, Part 26, Subpart A, shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with federal funds under this agreement. Consequently the DBE requirements of 49 CFR, Part 26, exclusive of Subpart D, apply to this agreement. NCTCOG and its subcontractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR, Part 26, Subpart A, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, NCTCOG and its subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR, Part 26, exclusive of Subpart D, to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. NCTCOG and its subcontractors shall not discriminate on the basis of race, creed, color, national origin, sex, or disability, in the award and performance of contracts funded in whole or in part with federal funds.

G. Disputes and Remedies.

1. Should disputes arise concerning the Project or additional agreed upon work to be performed under this Contract, the Contractor and NCTCOG shall negotiate in good faith toward resolving such disputes. NCTCOG shall be responsible to its funding agencies for the settlement of all contractual and administrative issues arising out of procurement entered into in support of the Unified Planning Work Program. Violation or breach of Contract terms by the Contractor may be grounds for termination, and should said disputes be irreconcilable, NCTCOG shall terminate the agreement by default. Any costs directly related to the termination shall be paid by the Contractor, provided such amount shall not exceed the total contract amount for Contractor under this Agreement.

H. Clean Air.

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate

EPA Regional Office.

2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

I. Clean Water.

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

H. Cargo Preference - Use of United States-Flag Vessels.

1. The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

I. Contract Work Hours and Safety Standards.

1. **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated

damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages - The Purchaser shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

J. Energy Conservation.

1. The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

K. Americans with Disabilities Act.

1. The contractor must comply applicable requirements of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, and USDOT/FTA implementing regulations.

L. Buy America.

1. The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

M. Intelligent Transportation Systems (ITS). The contractor shall coordinate appropriately to ensure compliance with the Regional ITS Policy, and plan accordingly for the implementation of recommended systems. The contractor shall provide to the Program Administrator a Statement of Architecture Consistency for all applicable projects. The Contractor shall include a clause in all applicable procurement bids and Third-Party contracts for required coordination with National/Regional ITS Architecture.

N. Incorporation of Federal Transit Administration Terms.

1. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in [FTA Circular 4220.1F](#) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Purchaser requests which would cause Purchaser to be in violation of the FTA terms and conditions.

APPENDIX D

REQUIRED 2 CFR 200 CLAUSES

APPENDIX D
REQUIRED 2 CFR 200 CLAUSES
Uniform Administrative Requirements, Cost Principles & Audit Requirements
for Federal Awards

- 1. Equal Employment Opportunity.** Project Manager shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Project Manager shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 2. Davis-Bacon Act.** Project Manager agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- 3. Contract Work Hours and Safety Standards.** Project Manager agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.
- 4. Rights to Invention Made Under Contract or Agreement.** Project Manager agrees to comply with all applicable provisions of 37 CFR Part 401.
- 5. Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** PRO Project Manager VIDER agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- 6. Debarment/Suspension.** Project Manager is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Project Manager and its subcontractors shall comply with the special provision “Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions,” which is included as Attachment A of this agreement.
- 7. Restrictions on Lobbying.** Project Manager of these funds is prohibited from using monies for lobbying purposes; Project Manager shall comply with the special provision “Restrictions on Lobbying,” which is included as Attachment B of this Agreement. Project Manager shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in applicable procurement solicitations. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable.
- 8. Procurement of Recovered Materials.** Project Manager agrees to comply with all applicable provisions of 2 CFR §200.322.

SPAN, INCORPORATED

ANNUAL FINANCIAL REPORT

YEAR ENDED SEPTEMBER 30, 2018

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TONN & SEAY**
A PROFESSIONAL CORPORATION
CERTIFIED PUBLIC ACCOUNTANTS

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P.O. BOX 977
DENTON, TX 76202-0977
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INDEPENDENT AUDITORS' REPORT

To the Board of Directors
SPAN, Incorporated
Denton, Texas

Report on the Financial Statements

We have audited the accompanying financial statements of SPAN, Incorporated (a nonprofit organization), which comprise the statement of financial position as of September 30, 2018, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of SPAN, Incorporated as of September 30, 2018, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters*Other Information*

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January 28, 2019, on our consideration of SPAN, Incorporated's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering SPAN, Incorporated's internal control over financial reporting and compliance.



Hankins, Eastup, Deaton, Tonn & Seay, PC
Denton, Texas

January 28, 2019

FINANCIAL SECTION

SPAN, INCORPORATEDSTATEMENT OF FINANCIAL POSITION
SEPTEMBER 30, 2018**ASSETS**

Current Assets:

Cash	\$ 549,492	
Accounts receivable	666,353	
Prepaid expenses	<u>67,466</u>	
Total Current Assets		\$ 1,283,311

Property and equipment:

Land	181,100	
Building	599,323	
Transportation equipment	2,289,495	
Office/Shop furniture and equipment	<u>315,073</u>	
	3,384,991	
Less accumulated depreciation	<u>(2,202,826)</u>	
Net Property and Equipment		<u>1,182,165</u>
Total Assets		<u><u>\$ 2,465,476</u></u>

LIABILITIES AND NET ASSETS

Current Liabilities:

Accounts payable	<u>\$ 44,284</u>	
Total Current Liabilities		\$ 44,284

Net Assets:

Unrestricted	2,421,192	
Temporarily restricted	<u>-</u>	
Total Net Assets		<u>2,421,192</u>
Total Liabilities and Net Assets		<u><u>\$ 2,465,476</u></u>

The accompanying notes are an integral part of these financial statements.

SPAN, INCORPORATEDSTATEMENT OF ACTIVITIES
YEAR ENDED SEPTEMBER 30, 2018

	Unrestricted	Temporarily Restricted	Total
Support and Revenue:			
Support			
Contributions	\$ 130,134		\$ 130,134
Support from local governments	168,192		168,192
United Way	55,173		55,173
Total Support	<u>353,499</u>		<u>353,499</u>
Revenue:			
Transportation grants	1,544,333		1,544,333
Transportation contracts	206,040		206,040
Aging grants	542,839		542,839
Aging contracts	83,740		83,740
Transportation program income	318,879		318,879
Meals program income	32,452		32,452
Miscellaneous	1,391		1,391
Loss on disposition of assets	(1,202)		(1,202)
Interest income	790		790
Total Revenue	<u>2,729,262</u>		<u>2,729,262</u>
Net assets released from restrictions:			
Satisfaction of usage restrictions	-	\$ -	-
Total Support and Revenue	<u>3,082,761</u>	<u>-</u>	<u>3,082,761</u>
Expenses:			
Functional Expenses:			
Transportation program	2,375,240		2,375,240
Senior citizen meals and other services	741,079		741,079
Management and general	148,831		148,831
Fundraising	37,079		37,079
Total Expenses	<u>3,302,229</u>		<u>3,302,229</u>
Change in net assets	<u>(219,468)</u>	<u>-</u>	<u>(219,468)</u>
Net Assets, Beginning of Year	<u>2,640,660</u>	<u>-</u>	<u>2,640,660</u>
Net Assets, End of Year	<u>\$ 2,421,192</u>	<u>\$ -</u>	<u>\$ 2,421,192</u>

The accompanying notes are an integral part of these financial statements.

SPAN, INCORPORATEDSTATEMENT OF CASH FLOWS
YEAR ENDED SEPTEMBER 30, 2018

Cash Flows From Operating Activities:

Change in net assets	\$ (219,468)	
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	383,408	
Increase in accounts receivable	(171,927)	
Increase in prepaid expenses	(62,128)	
Decrease in accounts payable	(5,639)	
Loss on disposition of assets	<u>1,202</u>	
Net Cash Used By Operating Activities		\$ (74,552)

Cash Flows From Investing Activities:

Proceeds from sale of assets	22,726	
Purchase of property and equipment	<u>(45,210)</u>	
Net Cash Used by Investing Activities		<u>(22,484)</u>

Net decrease in cash and cash equivalents	(97,036)
Cash and cash equivalents - September 30, 2017	<u>646,528</u>
Cash and cash equivalents - September 30, 2018	<u><u>\$ 549,492</u></u>

Supplemental disclosure:

Interest paid during the year	\$ -
Income taxes paid during the year	\$ -

The accompanying notes are an integral part of these financial statements.

SPAN, INCORPORATEDSTATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED SEPTEMBER 30, 2018

	<u>Transportation</u>	<u>Senior Citizen Meal and Other Services</u>	<u>Management and General</u>	<u>Fundraising</u>	<u>Total</u>
Salaries and Wages	1,129,832	211,464	106,739	26,687	1,474,722
Payroll taxes	89,616	17,209	8,577	2,144	117,546
Workers compensation ins.	26,789	8,394	3,069	767	39,019
Health insurance	152,950	17,396	12,584	3,146	186,076
Retirement	11,985	4,227	1,450	362	18,024
Travel	93	1,981			2,074
Occupancy	20,758	8,184	1,878	469	31,289
Insurance	74,307	3,556	1,315	329	79,507
Telephone	30,833	5,041	3,189	797	39,860
Office expense	11,197	4,752	1,418	354	17,721
Conferences and meetings	3,682	1,180	315	79	5,256
Advertising	6,221	488			6,709
Professional fees	7,745	3,055	960	240	12,000
Computer & equipment expenses	24,531	1,480	2,313	578	28,902
Fundraising expenses				773	773
Fuel and oil	245,799				245,799
Licensing	7,292				7,292
Vehicle repairs & maintenance	132,086				132,086
Health testing	4,697				4,697
Uniforms	3,182				3,182
Miscellaneous	18,872	1,565	3,606		24,043
Cost of meals		440,313			440,313
Equipment maintenance/supplies		1,931			1,931
Total expenses before deprec.	<u>2,002,467</u>	<u>732,216</u>	<u>147,413</u>	<u>36,725</u>	<u>2,918,821</u>
Depreciation of property & equip	<u>372,773</u>	<u>8,863</u>	<u>1,418</u>	<u>354</u>	<u>383,408</u>
Total expenses	<u><u>2,375,240</u></u>	<u><u>741,079</u></u>	<u><u>148,831</u></u>	<u><u>37,079</u></u>	<u><u>3,302,229</u></u>

The accompanying notes are an integral part of these financial statements.

SPAN, INCORPORATED**NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2018**

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**A. Nature of Activities**

SPAN, Incorporated (SPAN) is a not-for-profit agency established to provide transportation, meals and other services to senior citizens and others within the community.

B. Financial Statement Presentation

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States. Net assets and revenues, expenses, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets of the Organization and changes therein are classified and reported as follows:

Unrestricted net assets - Net assets that are not subject to donor-imposed stipulations.

Temporarily restricted net assets - Net assets subject to donor-imposed stipulations that may or will be met, either by actions of the Organization and/or the passage of time. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

C. Description of Programs

Transportation - SPAN provides transportation programs for citizens throughout Denton County. Programs include demand response transportation in Denton County for senior citizens, persons with disabilities, and the general public. Funding for these programs is provided through Federal and State transportation grants and contracts; fares and donations received from riders; and local public and private support.

Senior Citizen Meals and Other Services - Daily (Monday through Friday) hot meals are served to senior citizens at thirteen sites throughout Denton County. The program also includes home delivered meals to qualifying home-bound senior citizens. Funding for the meal programs is provided by Federal and State aging grants, donations from meal recipients and local public and private support. SPAN also provides a variety of programs for senior citizens including information and referral and recreational activities at senior centers.

SPAN, INCORPORATEDNOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2018**NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)****D. Contributions**

Contributions, including unconditional promises to give, are recorded as made. All contributions are available for unrestricted use unless specifically restricted by the donor. Conditional promises to give are recognized when the conditions on which they depend are substantially met. Unconditional promises to give due in the next year are recorded at their net realizable value. Unconditional promises to give due in subsequent years are reported at the present value of their net realizable value, using risk-free interest rates applicable to the years in which the promises are to be received.

E. Property and Equipment

Expenditures for property and equipment are stated at cost. Donated property and equipment is recorded at its estimated fair market value at the date of donation. The organization capitalizes property and equipment purchases that exceed \$500.

Depreciation of property and equipment is calculated on the straight-line method over the following estimated useful lives:

Buildings	31.5 years
Vehicles	4-10 years
Equipment	4-8 years
Furniture and fixtures	7-10 years

F. Contributed Services and Materials

SPAN receives donated services from a variety of unpaid volunteers assisting SPAN in its programs. No amounts have been recognized in the accompanying statement of activities because the criteria for recognition of such volunteer effort under SFAS No. 116 have not been satisfied.

G. Income Taxes

SPAN is exempt from Federal income taxes under Internal Revenue Code Section 501(c)(3) and therefore has made no provision for Federal income taxes. In addition, SPAN has been determined by the Internal Revenue Service not to be a "private foundation" within the meaning of Section 509(a) of the Internal Revenue Code. There was no unrelated business income.

H. Functional Allocation of Expenses

The costs of providing SPAN's various programs and supporting services have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

SPAN, INCORPORATED**NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2018**

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**I. Cash Equivalents**

For purposes of the statement of cash flows, SPAN considers all cash and other highly liquid investments with initial maturities of three months or less to be cash equivalents.

J. Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

NOTE 2 – CONCENTRATIONS OF RISK

SPAN maintains several bank accounts at two banks and one credit union. Accounts at an institution are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. Cash held at Wells Fargo Bank exceeded Federally insured limits at certain times during the year. At September 30, 2018, cash balances at Wells Fargo Bank were \$213,910.

SPAN receives a significant portion of its revenues under transportation grants from Texas Department of Transportation (TXDOT) and North Central Texas Council of Governments (NCTCOG). Revenue from these grants were \$619,534 from TXDOT and \$880,668 from NCTCOG during the year ended September 30, 2018.

SPAN also received \$543,748 in aging and transportation grants from the Area Agency on Aging.

NOTE 3 – RETIREMENT PLAN

SPAN sponsors a retirement plan for its employees. The plan is a salary reduction retirement plan under Internal Revenue Code Section 403(b). Under the plan, employees can elect to contribute to the plan, up to Internal Revenue Code limits. SPAN matches eligible employee's contributions up to three percent of the employee's compensation. During the fiscal year ended September 30, 2018, SPAN contributed \$18,024 in matching contributions to the plan.

NOTE 4 – FAIR VALUE OF FINANCIAL INSTRUMENTS

The carrying amounts of cash, accounts receivable, accounts payable, and deferred revenue reported in the statement of financial position approximate fair values because of the short maturities of those instruments.

NOTE 5 – SUBSEQUENT EVENTS

Management has reviewed events subsequent to September 30, 2018 through January 28, 2019, which is the date the financial statements were available to be issued. No subsequent events were identified that were required to be recorded or disclosed in the financial statements.

FEDERAL AWARDS SECTION

Members:
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**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors
SPAN, Incorporated
Denton, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of SPAN, Incorporated (a nonprofit organization), which comprise the statement of financial position as of September 30, 2018, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated January 28, 2019.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered SPAN, Incorporated's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of SPAN, Incorporated's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

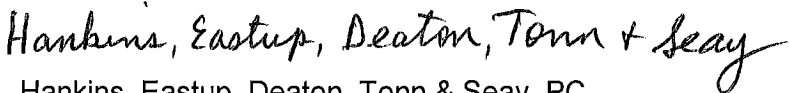
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether SPAN, Incorporated's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of the audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Hankins, Eastup, Deaton, Tonn & Seay, PC
Denton, Texas

January 28, 2019

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INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL
PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE IN
ACCORDANCE WITH THE UNIFORM GUIDANCE

To the Board of Directors
SPAN, Incorporated
Denton, Texas

Report on Compliance for Each Major Federal Program

We have audited SPAN, Incorporated's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of SPAN, Incorporated's major federal programs for the year ended September 30, 2018. SPAN, Incorporated's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of finding and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of SPAN, Incorporated's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about SPAN, Incorporated's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of SPAN, Incorporated's compliance.

Opinion on Each Major Federal Program

In our opinion, SPAN, Incorporated complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2018.

Report on Internal Control Over Compliance

Management of SPAN, Incorporated is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered SPAN, Incorporated's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of SPAN, Incorporated's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Hankins, Eastup, Deaton, Tonn & Seay

Hankins, Eastup, Deaton, Tonn & Seay, PC
Denton, Texas

January 28, 2019

SPAN, INCORPORATED

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED SEPTEMBER 30, 2018**

I. Summary of Auditors' Results**Financial Statements**

Type of auditors' report issued:	Unmodified
Internal control over financial reporting:	
Material weakness(es) identified?	No
Significant deficiencies identified that are not considered to be material weaknesses?	None reported.
Noncompliance material to financial statements noted?	No

Federal Awards

Internal control over major federal programs:	
Material weakness(es) identified?	No
Significant deficiencies identified that are not considered to be material weaknesses?	None reported.
Type of auditors' report issued on compliance for major federal programs:	Unmodified
Any audit findings disclosed which are required to be reported in accordance with 2 CFR 200.516(a)?	No
Identification of major programs:	
Name of Federal Program or Cluster:	CFDA Numbers
U.S. Department of Transportation:	
Federal Transit Cluster:	
Federal Transit – Formula Grants	20.507
Dollar threshold used for distinguishing between Type A and Type B federal programs?	\$750,000
Auditee qualified as low-risk auditee?	No

II. Financial Statement Findings

None

III. Federal Awards Findings and Questioned Costs

None

SPAN, INCORPORATED

SCHEDULE OF STATUS OF PRIOR FINDINGS
YEAR ENDED SEPTEMBER 30, 2018

PROGRAM

DESCRIPTION

No findings were noted in the prior year.

SPAN, INCORPORATED

CORRECTIVE ACTION PLAN
YEAR ENDED SEPTEMBER 30, 2018

PROGRAM

DESCRIPTION

None required.

SPAN, INCORPORATEDSCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED SEPTEMBER 30, 2018

Federal Grantor/Pass-Through Grantor/Program Title	Federal CFDA Number	Agency or Pass-Through Number	Federal Expenditures
<u>U.S. Department of Health and Human Services</u>			
Pass-through Texas Department on Aging: Contracted through the North Central Texas Council of Governments Area Agency on Aging:			
Aging Cluster:			
Title III, Part B – Supporting Services and Senior Centers *	93.044	N/A	\$ 29,451
Title III, Part C – Nutrition Services *	93.045	N/A	413,129
Nutrition Services Incentive Program *	93.053	N/A	74,864
Subtotal – Aging Cluster			<u>517,444</u>
Total U.S. Department of Health and Human Services			<u>517,444</u>
<u>U.S. Department of Transportation</u>			
Pass-through Texas Department of Transportation:			
Public Transportation for Nonurbanized Areas	20.509	RPT-1702(33)032	283,463
	20.509	RPT-1802(33)018	37,218
Total CFDA 20.509			<u>320,681</u>
Enhanced Mobility of Seniors and Individuals with Disabilities	20.513	ED-1802(18)054	30,000
Subtotal			<u>350,681</u>

SPAN, INCORPORATED

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (CONTINUED)
YEAR ENDED SEPTEMBER 30, 2018

Federal Grantor/Pass-Through Grantor/Program Title	Federal CFDA <u>Number</u>	Agency or Pass-Through <u>Number</u>	<u>Federal Expenditures</u>
<u>U.S. Department of Transportation (continued)</u>			
Pass-through North Central Texas Council of Governments:			
Federal Transit – Formula Grants (Urbanized Area Formula Program) **	20.507	TX-2017-058-00	780,261
Enhanced Mobility of Seniors And Individuals with Disabilities	20.513	TX-2017-073-01	<u>100,407</u>
Subtotal			<u>880,668</u>
Total U.S. Department of Transportation			<u>1,231,349</u>
Total Expenditures of Federal Awards			<u>\$ 1,748,793</u>

* Clustered Programs – Aging Cluster

** Clustered Programs – Federal Transit Cluster

SPAN, INCORPORATED**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED SEPTEMBER 30, 2018**

NOTE 1 – BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal grant activity of SPAN, Incorporated ("SPAN") under programs of the federal government for the year ended September 30, 2018. The information in this schedule is presented in accordance with the requirements of the Uniform Guidance. Because the schedule presents only a selected portion of the operations of SPAN, it is not intended to and does not present the financial position, changes in net assets or cash flows of SPAN.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

SPAN accounts for all awards under federal programs using the accrual basis of accounting in accordance with accounting principles generally accepted in the United States. This basis of accounting recognizes revenue in the accounting period in which they are earned, and expenses in the accounting period in which the liability is incurred. Expenses are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenses are not allowable.

For the Eight Months Ending Friday, May 31, 2019

		<i>October</i>	<i>November</i>	<i>December</i>	<i>January</i>	<i>February</i>	<i>March</i>	<i>April</i>	<i>May</i>	<i>YTD</i>			66.67%
		<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Budget</i>	<i>Variance</i>	<i>%</i>
Allocated Revenue and Expense													
	Revenue												
5010	CITY OF DENTON CONTRIBUTIONS	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$20,000.00	\$23,000.00	(\$3,000.00)	86.96%
5020	LEWISVILLE CONTRIBUTIONS	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	19,200.00	24,000.00	(4,800.00)	80.00%
5030	PILOT POINT CONTRIBUTIONS										2,500.00	(2,500.00)	
5035	CITY OF JUSTIN										3,000.00	(3,000.00)	
5040	SANGER CONTRIBUTIONS										10,870.00	(10,870.00)	
5050	THE COLONY CONTRIBUTIONS	14,584.32	7,465.92	7,281.12	8,759.52	7,884.80	8,402.24	15,872.88	9,831.36	80,082.16	121,400.00	(41,317.84)	65.97%
5055	LAKE DALLAS CONTRIBUTIONS										1,300.00	(1,300.00)	
5085	FLOWER MOUND CONTRIBUTIONS	8,037.41	4,037.41	3,129.59	3,750.73	4,037.41		5,924.72	3,989.63	32,906.90	50,712.00	(17,805.10)	64.89%
5065	TITLE IIIB - ICC			336.00						336.00	2,500.00	(2,164.00)	13.44%
5070	DENTON COUNTY CONTRIBUTION	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00	60,000.00	85,000.00	(25,000.00)	70.59%
5090	UNITED WAY-DENTON,CONTRIBUTION	4,166.67	4,166.67	4,166.67	4,166.67	7,922.83	4,166.67	5,000.00	359.00	34,115.18	55,000.00	(20,884.82)	62.03%
5100	UNITED WAY-NATIONAL								57.50	57.50	0	57.50	
5170	INTEREST INCOME	8.85	8.12	122.44	10.23	11.78	504.02	13.65	13.85	692.94	200.00	492.94	346.47%
5175	FUNDRAISER EVENT						400.00	1,550.00	4,309.30	6,259.30	20,000.00	(13,740.70)	31.30%
5177	BOARD AND COUNCIL GIVING			400.00		800.00	250.00	225.00		1,675.00	3,500.00	(1,825.00)	47.86%
5178	FUND DEVELOPMENT			36,326.31	21,006.30	132.53		7,662.72	1,902.80	67,030.66	181,750.00	(114,719.34)	36.88%
5180	MISCELLANEOUS			44.10		1,250.00	44.10	87.70		1,425.90	1,000.00	425.90	142.59%
5181	HD CLIENTS PET MEALS	100.00	1,053.00	75.00	(551.98)				676.00	1,352.02	8,500.00	(7,147.98)	15.91%
5187	EBAY - AUCTION SALES REVENUE										10,000.00	(10,000.00)	
5190	GENERAL DONATIONS, UNALLOCATED	9,707.77	3,512.74	10,041.15	5,416.73	6,145.66	2,832.53	2,726.60	2,718.94	43,102.12	72,000.00	(28,897.88)	59.86%
5330	PURCH. OF SERVICE FED. 5310	4,477.95	2,686.77	2,802.33	2,802.33	3,813.48	9,129.24	2,080.08	4,131.27	31,923.45	75,000.00	(43,076.55)	42.56%
5335	E&D 5310						30,000.00			30,000.00	30,000.00		100.00%
5340	COUNTY TRANS. 5311	72,539.00	67,357.00	223,392.00	73,316.00	83,094.00	75,623.00	77,179.00	77,473.00	749,973.00	867,720.00	(117,747.00)	86.43%
5350	MEDICAID CONTRACT	16,792.54	13,147.34	13,804.06	17,133.68	17,384.25	13,890.32	12,323.73	8,711.22	113,187.14	195,000.00	(81,812.86)	58.04%
5357	TX VETERANS COMM	1,485.97	1,244.18	1,220.87	1,264.90	1,051.83	1,466.95	1,857.59	1,913.03	11,505.32	20,000.00	(8,494.68)	57.53%
5360	TITLE IIIB - TRANSPORTATION	2,225.30	2,225.30	2,225.30	2,225.30	2,225.30	2,225.30	2,225.30	2,231.67	17,808.77	25,000.00	(7,191.23)	71.24%
5361	5307 DISCRETIONARY FUNDS	41,322.56	33,093.53	16,345.61	14,222.23	16,303.54	34,601.06	16,722.51	14,853.14	187,464.18	422,500.00	(235,035.82)	44.37%
5370	FARES - COUNTY 5311	14,180.92	9,531.55	9,116.66	9,862.21	11,926.30	10,788.66	10,529.25	9,786.00	85,721.55	80,000.00	5,721.55	107.15%
5375	OTHER TRANSPORTATION SERVICES	6,664.44	5,964.28	5,089.80	6,170.64	6,662.72	5,822.84	6,553.80	6,527.16	49,455.68	58,500.00	(9,044.32)	84.54%
5410	TITLE IIIC1- CONGREGATE MEALS	15,721.76	15,721.76	15,644.16	15,721.76	15,721.76	15,721.26	15,721.76	15,724.33	125,698.55	200,000.00	(74,301.45)	62.85%
5440	MEAL DONATIONS -TITLE C1	1,125.35	950.90	925.25	1,020.76	930.90	912.00	951.00	960.96	7,777.12	15,000.00	(7,222.88)	51.85%
5450	TITLE III-C2 HOME DELIVERY	23,126.40	23,126.40	23,126.40	23,126.40	23,126.40	23,126.90	23,126.40	23,124.50	185,009.80	265,000.00	(79,990.20)	69.82%
5470	USDA ALLOWANCE - HOME DEL.					7,590.68				7,590.68	19,000.00	(11,409.32)	39.95%
5480	MEAL DONATIONS -TITLE C2	1,204.00	1,869.00	1,229.00	1,201.00	991.00	1,353.00	1,356.00	1,524.00	10,727.00	19,000.00	(8,273.00)	56.46%
5490	PURCHASED MEALS						10.00		30.00	40.00	100.00	(60.00)	40.00%
5520	DADS CBA/CCAD HD MEALS	5,599.17	6,181.67	6,228.36	5,394.69	6,317.64	5,216.58	5,555.70	4,875.39	45,369.20	80,000.00	(34,630.80)	56.71%
	Total Revenue	255,470.38	215,743.54	395,472.18	228,420.10	237,724.81	258,886.67	227,645.39	208,124.05	2,027,487.12	3,048,052.00	1,020,564.88	66.52%

For the Eight Months Ending Friday, May 31, 2019

		<i>October</i>	<i>November</i>	<i>December</i>	<i>January</i>	<i>February</i>	<i>March</i>	<i>April</i>	<i>May</i>	<i>YTD</i>			66.67%
		<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Budget</i>	<i>Variance</i>	<i>%</i>
	General Expenses												
6005	DUES AND MEMBERSHIPS	270.00			30.00	150.00		25.00		475.00	500.00	25.00	95.00%
6010	MILEAGE	208.80	223.20	165.15	207.45	201.60	210.15	170.55	138.15	1,525.05	3,500.00	1,974.95	43.57%
6015	JANITORIAL SERVICES	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	1,600.00	2,400.00	800.00	66.67%
6020	TELEPHONE - GENERAL	977.81	730.97	1,270.61	978.67	1,013.51	1,114.81	695.08	927.03	7,708.49	12,000.00	4,291.51	64.24%
6025	UTILITIES	1,072.80	960.54	948.59	1,052.89	1,017.05	1,120.74	1,016.65	960.82	8,150.08	14,000.00	5,849.92	58.21%
6030	BUILDING MAINTENANCE	654.39	765.27	620.89	1,249.87	2,180.15	734.15	1,850.08	723.34	8,778.14	8,500.00	(278.14)	103.27%
6035	GROUNDS MAINTENANCE	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	3,200.00	6,000.00	2,800.00	53.33%
6040	FEES & PERMITS	24.00	52.00	24.00	47.00	32.00	32.00	32.00	130.00	373.00	1,000.00	627.00	37.30%
6045	LIABILITY INSURANCE	8,452.00			6,471.01					14,923.01	20,000.00	5,076.99	74.62%
6050	MEETINGS/CONFERENCES	632.11	631.62		418.57	177.88	666.77		76.79	2,603.74	5,000.00	2,396.26	52.07%
6052	TRAINING		90.00	657.72	129.85	231.79	372.95	245.65	87.00	1,814.96	2,000.00	185.04	90.75%
6055	POSTAGE	160.48	421.35	112.06	639.72	135.11	146.26	84.84	672.52	2,372.34	2,500.00	127.66	94.89%
6060	OFFICE SUPPLIES	756.13	566.77	584.15	589.50	1,133.14	747.33	570.97	441.86	5,389.85	6,500.00	1,110.15	82.92%
6065	OFFICE EQUIPMENT	1,362.53	431.92		161.29		1,357.99			3,313.73	500.00	(2,813.73)	662.75%
6070	PRINTING	98.59	196.03		394.81	277.00		143.00	392.06	1,501.49	1,200.00	(301.49)	125.12%
6075	OFFICE EQUIPMENT REPAIRS										1,000.00	1,000.00	
6080	COMPUTER CONSULTANTS				162.50	117.00	1,312.00	494.00	598.00	2,683.50	3,000.00	316.50	89.45%
6085	ADVERTISING & PROMOTION					25.00			197.45	222.45	6,500.00	6,277.55	3.42%
6090	LEGAL & ACCOUNTING					13,000.00				13,000.00	14,000.00	1,000.00	92.86%
6095	EQUIPMENT LEASING		127.16	589.11	127.16	138.34	591.60	127.16	127.16	1,827.69	2,750.00	922.31	66.46%
6105	COMPUTER EQUIPMENT										268.00	268.00	
6110	COMPUTER SOFTWARE	16.23	16.23	16.23	35.72	35.72	978.63	1,726.23	219.63	3,044.62	8,000.00	4,955.38	38.06%
6115	BANK SERVICE FEES	159.20	205.12	144.01	267.76	163.02	256.51	397.51	425.35	2,018.48	1,700.00	(318.48)	118.73%
6120	INTEREST & FINANCE CHARGES				58.93					58.93	200.00	141.07	29.47%
6150	GROUP MEDICAL	17,682.75	15,776.53	15,609.41	14,529.27	15,428.12	15,415.37	15,259.28	15,393.30	125,094.03	256,495.00	131,400.97	48.77%
6155	EMPLOYER SHARE OF RETIREMENT	2,959.43	1,193.45	1,179.62	589.69	354.44	(155.58)	2,829.30	1,146.58	10,096.93	23,000.00	12,903.07	43.90%
6190	FUNDRAISER EXPENSE					21.96	316.81	515.30	1,522.55	2,376.62	1,500.00	(876.62)	158.44%
6192	FUND DEVELOPMENT										1,000.00	1,000.00	
6195	MISC. (OTHER)	98.45	1,804.70	3,869.84	289.00	3,652.95	456.47	1,182.31	340.06	11,693.78	6,000.00	(5,693.78)	194.90%
	Total General Expense	36,185.70	24,792.86	26,391.39	29,030.66	40,085.78	26,274.96	27,964.91	25,119.65	235,845.91	411,013.00	175,167.09	57.38%
	Program Expenses												
6405	UNIFORMS	243.89	27.28	27.28	34.10	27.28	27.28	83.84	34.10	505.05	3,500.00	2,994.95	14.43%
6410	FUEL & LUBRICANTS	22,958.21	21,991.40	11,260.09	14,084.42	15,871.84	20,741.21	20,363.18	24,111.01	151,381.36	220,000.00	68,618.64	68.81%
6415	PARTS	1,206.41	441.13	1,368.78	319.51	2,381.12	1,796.52	3,636.04	3,106.36	14,255.87	40,000.00	25,744.13	35.64%
6420	TIRES	3,139.56	2,093.04	2,441.88	6,474.21	3,501.03	1,354.81	105.00	2,685.43	21,794.96	35,000.00	13,205.04	62.27%
6425	OFF SITE REPAIRS	7,204.95	1,532.80	9,909.94	8,083.89	11,511.85	23,256.63	8,994.15	5,213.15	75,707.36	80,000.00	4,292.64	94.63%
6430	TOLLS	1,620.00			720.00		1,260.00	1,588.31	1,454.55	6,642.86	14,000.00	7,357.14	47.45%
6435	DRIVER PHYSICALS-SEARCHES	106.50	668.54							775.04	1,000.00	224.96	77.50%
6440	LICENSING	36.00	1,028.80	453.86	331.51	914.32	544.47	321.01	472.52	4,102.49	8,000.00	3,897.51	51.28%
6445	INSURANCE - VEHICLE	3,982.42	3,982.42	3,982.42	4,364.78	3,025.00	4,078.00	4,078.00	4,078.00	31,571.04	55,000.00	23,428.96	57.40%
6450	TABLETS - PTT	2,276.70	2,369.59	2,326.15	1,624.81	1,554.51	1,576.07	1,572.76	1,575.02	14,875.61	23,000.00	8,124.39	64.68%
6461	5310-5311 BUS PURCHASE										12,000.00	12,000.00	0.00%
6470	DRIVER DRUG SCREENING	603.45	41.90	106.78	759.55	1,153.44		740.19	306.75	3,712.06	2,500.00	(1,212.06)	148.48%
6475	INSURANCE CLAIMS EXPENSE NON-BUDGET	7,780.00	1,000.00			(5,233.00)	6,233.00		(1,683.50)	8,096.50	3,000.00	(5,096.50)	269.88%
6510	CATERED AND PURCHASED MEALS	34,441.28	33,223.84	28,050.79	48,582.12	33,867.18	34,475.33	42,485.43	34,041.82	289,167.79	440,000.00	150,832.21	65.72%
6545	FUEL-OIL-PARTS - MOW	143.76	104.57	84.79	538.08	1,142.81	149.33	180.87	97.28	2,441.49	6,508.00	4,066.51	37.52%
6550	HD CLIENTS PET MEALS						318.35	1,011.13	97.41	1,426.89	2,000.00	573.11	71.34%
	Total Program Expenses	85,743.13	68,505.31	60,012.76	85,916.98	69,717.38	95,811.00	85,159.91	75,589.90	626,456.37	945,508.00	319,051.63	66.26%

For the Eight Months Ending Friday, May 31, 2019

		<i>October</i>	<i>November</i>	<i>December</i>	<i>January</i>	<i>February</i>	<i>March</i>	<i>April</i>	<i>May</i>	<i>YTD</i>			66.67%
		<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Budget</i>	<i>Variance</i>	<i>%</i>
	Payroll Expense												
8000	GENERAL ADMINISTRATION	18,939.68	19,158.31	19,368.56	18,827.33	23,627.97	27,930.50	18,603.91	18,564.99	165,021.25	247,640.00	82,618.75	66.64%
8001	GENERAL ADMIN BENEFITS	1,451.35	1,469.75	1,484.65	1,696.33	1,965.91	2,246.82	1,450.23	1,433.26	13,198.30	19,400.00	6,201.70	68.03%
8200	TRANSPORTATION ADMIN	20,990.95	21,283.48	21,900.41	21,040.72	20,929.36	31,295.19	22,249.32	21,752.39	181,441.82	268,723.00	87,281.18	67.52%
8201	TRANSPORTATION BENEFITS	1,647.97	1,633.98	1,675.35	1,895.77	1,831.63	2,594.00	1,738.35	1,678.26	14,695.31	21,013.00	6,317.69	69.93%
8210	DRIVERS	54,134.27	52,779.02	56,519.82	50,214.52	51,702.83	77,061.62	52,195.76	47,259.04	441,866.88	732,534.00	290,667.12	60.32%
8211	DRIVER BENEFITS	4,179.06	4,056.71	4,342.59	4,524.38	4,658.43	6,943.28	4,604.16	3,993.87	37,302.48	58,699.00	21,396.52	63.55%
8220	MAINT. REPORTING MGR.	3,631.52	3,631.52	3,706.52	3,631.52	3,631.52	5,447.28	3,631.52	3,631.52	30,942.92	47,210.00	16,267.08	65.54%
8221	MAINT. REPORTING MGR. BENEFITS	277.81	277.82	283.54	327.20	327.20	440.34	277.81	277.81	2,489.53	3,688.00	1,198.47	67.50%
8230	MECHANICS	3,258.50	3,182.50	3,280.64	3,175.96	3,085.32	2,747.25	3,154.04	4,195.66	26,079.87	51,310.00	25,230.13	50.83%
8231	MECHANICS BENEFITS	249.28	243.47	252.22	286.15	277.99	247.51	284.18	378.03	2,218.83	4,077.00	1,858.17	54.42%
8400	SENIOR SERVICES ADMINISTRATION	3,783.62	3,783.62	3,858.62	3,783.62	3,783.62	5,675.43	3,783.62	3,783.62	32,235.77	49,187.00	16,951.23	65.54%
8401	SENIOR SERVICES BENEFITS	289.44	289.45	295.18	340.90	340.91	453.67	289.44	289.44	2,588.43	3,800.00	1,211.57	68.12%
8430	SR CTR MGRS	9,386.15	9,421.22	10,653.99	9,531.80	9,400.77	13,946.21	8,638.97	8,435.22	79,414.33	122,200.00	42,785.67	64.99%
8431	SR CENTER BENEFITS	781.52	778.23	880.17	858.84	847.01	1,256.57	778.34	760.03	6,940.71	10,640.00	3,699.29	65.23%
6125	WORKERS COMP INSURANCE	9,005.00	3,855.00	3,855.00	3,855.00	3,855.00	2,415.00	3,855.00	3,855.00	34,550.00	51,410.00	16,860.00	67.20%
	Total Payroll Expense	132,006.12	125,844.08	132,357.26	123,990.04	130,265.47	180,700.67	125,534.65	120,288.14	1,070,986.43	1,691,531.00	620,544.57	63.31%
	Total Program Expenses	85,743.13	68,505.31	60,012.76	85,916.98	69,717.38	95,811.00	85,159.91	75,589.90	626,456.37	945,508.00	319,051.63	66.26%
	Total General Expenses	36,185.70	24,792.86	26,391.39	29,030.66	40,085.78	26,274.96	27,964.91	25,119.65	235,845.91	411,013.00	175,167.09	57.38%
	Total Expenses	253,934.95	219,142.25	218,761.41	238,937.68	240,068.63	302,786.63	238,659.47	220,997.69	1,933,288.71	3,048,052.00	1,114,763.29	63.43%
	Total Revenue	255,470.38	215,743.54	395,472.18	228,420.10	237,724.81	258,886.67	227,645.39	208,124.05	2,027,487.12	3,048,052.00	1,020,564.88	66.52%
	Capital Purchases			155,995.00			8,987.86			164,982.86			
	Net Contribution	1,535.43	(3,398.71)	20,715.77	(10,517.58)	(2,343.82)	(52,887.82)	(11,014.08)	(12,873.64)	(70,784.45)			
	NCTCOG Owes Us		4,045.40	22,050.08	19,428.75	18,878.31	29,049.73	21,241.75	21,012.82	135,706.84			



Span, Inc.

1800 Malone Street
Denton, TX 76201-1746



July 17, 2019

Mr. Chuck Jennings
Director of Parks and Recreation
Town of Flower Mound
2121 Cross Timbers Rd.
Flower Mound, TX 75028

Dear Mr. Jennings:

We are pleased to submit a proposal for fiscal year 2020 to again provide transportation service for Town of Flower Mound citizens who are elderly persons and Town citizens with verifiable disabilities that prevent them from driving. Eligible riders would be taken anywhere in the service area (Flower Mound, Lewisville and Highland Village) for the limited purposes of medical treatments, doctor and dentist appointments, employment, shopping for necessities, participation in the Town's Seniors In Motion senior citizen program, and to support programs for persons with special needs (In FY19, these trips were capped at four one-way trips per week. For FY20, Span is proposing to remove this cap and open trips in order to determine resident need)

The new rate proposed by SPAN is \$36.23 per one-way trip for fiscal year 2020. After deducting the \$5.00 fare that passengers pay and \$4.22 from Maintenance Costs (per 5310 guidelines), the Town of Flower Mound would subsidize \$27.01 for each ride. Furthermore, Span understands the program budget will be approximately \$55,000, per 5310 project funding. This averages about 175 trips per month and we will notify Town staff if service levels begin trending over budget.

Please let me know if you have any questions regarding this proposal or require additional information. We will be happy to appear at the Town Council meeting when scheduled to answer questions or address any issues the Council or public may have.

Thanks again for the opportunity to continue to serve Flower Mound through our transportation services.

Best regards,

A handwritten signature in black ink that reads 'Michelle McMahon'.

Michelle McMahon
Executive Director



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: August 19, 2019

FROM: Jeff Garner, Director of Facilities Management

ITEM: Consider approval of Change Order No. 1 for the construction of Flower Mound Storage Warehouse project, amending the contract with MSB Constructors, Inc., to provide for an increase to the contract in the amount of \$71,882.57; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On March 18, 2019, MSB Constructors, Inc., was awarded the Flower Mound Storage Warehouse project, in the amount of \$1,395,000.00.

Change Order No. 1 provides for additional conduit for the mechanical room, installation of HP Piping in lieu of HDPE, addition of a gas line, a concrete pad and bollards for the propane tank, and custom color for the exterior overhead doors. If approved, Change Order No. 1 increases the contract in the amount of \$71,882.57, for a revised contract amount of \$1,466,882.57.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$71,882.57

Proposed Expenditure/(Revenue):	Account Number(s):
\$71,882.57	505-111-50103

Total project cost is \$1,750,000. Funding sources are:

- Debt \$ 650,000
- General Fund Decision Package \$ 1,100,000

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Change Order No. 1

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

CHANGE ORDER No. 1

Effective Date Upon execution by the Mayor
 Owner: Town of Flower Mound
 Contractor: MSB Constructors, Inc
 Project: Flower Mound Storage Warehouse

CHANGE ORDER NO. 1

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

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

Item No.	Description	Unit	Add/ Deduct	Qty.	Unit Price	Extended Amount
CO1-A	Itemized for changes in the Contract Sum and/or Contract Time in response to proposed modifications to the Contract Documents based on existing unforeseen conditions.	LS	Add	1	\$6,808.91	\$ 6,808.91
CO1-B	Install HP Piping in Lieu of HDPE (12" & 18")	LS	Add	1	\$19,598.79	\$ 19,598.79
CO1-C	Addition of Gas Line, Concrete Pad, & Bollards for Propane Tank - Per ASI 04	LS	Add	1	\$32,682.09	\$ 32,682.09
CO1-D	Custom Color for Exterior Overhead Doors	LS	Add	1	\$12,792.78	\$ 12,792.78
TOTAL						\$ 71,882.57

JUSTIFICATION

Item No. CO1-A provides for the following as requested by the IT department: 1 - Saw cutting & Removal of Concrete at Roadway - ACT Saw cutting; 2 - Repair Concrete at Roadway; 3 - Addition of 4" Conduit that was not anticipated in design.

Item No. CO1-B provides for the following as requested by Public Works. 1 - Install 288 LF of 18" HP in Lieu of 18" HDPE, 2 - Install 324 LF of 12" HP in Lieu of 12" HDPE, 3 - Marmac Couplings (9 Required), 4 - HP Wye Fittings (2 Required)

Item No. CO1-C provides for the following to relocate propane tank and gas line outside the danger zone for the independence fest fireworks. 1 - Run new gas lines for propane tank. 2 - New propane tank pad with footings and bollard installation; 3 - Fabrication and delivery of 12 pipe bollards for pad

Item No. CO1-D provides for the following to give the warehouse a similar appearance to the O&M building. Change to a custom color for the exterior (6) overhead doors.

Original Contract	\$ 1,395,000.00
Change Order #1	\$ 71,882.57
Revised Contract Price	\$ 1,466,882.57

Original Substantial Completion Days	210
Change Order No. 1 Additional Days	7
Revised Substantial Completion Days	217

Original Final Completion Days	240
Change Order No. 1 Additional Days	7
Revised Final Completion Days	247

Recommended for Approval		8/8/2019		8-8-19
	Jeff Garner	Date	Contractor	Date
	Director of Facilities Management			
			Contractor Title	
Approved	Steve Dixon	Date		
	Mayor, Town of Flower Mound			



TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: August 19, 2019

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

ITEM: **Consider approval of an ordinance for a street name change for Long Prairie Road (100-800 block) to International Parkway (100-800 block) *(The Transportation Commission recommended changing the street name by a vote of 4 to 3 at its August 13, 2019, meeting)***

BACKGROUND INFORMATION: Attached is the Transportation Commission report and backup for this item. Letters were sent out to all property owners notifying them of the proposed street name change and of the Council date and time in accordance with the Code of Ordinances Section 92-320. The Transportation Commission received 5 support correspondence and 0 opposed correspondence out of the 18 mailed letters. That correspondence was forwarded onto Town Council for review.

The Transportation Commission discussion can be viewed under the Other Meetings Archive link at the following link: <https://www.flower-mound.com/969/Streaming-Video> under the August 13 Transportation Commission archive.

BOARD REVIEW/CITIZEN FEEDBACK: The Transportation Commission discussion on this item was similar to the discussion in 2014. The discussion revolved around having a consistent name throughout Town versus the marketing and economic development benefits of the name International Parkway. Further discussion was held regarding whether the City of Grapevine would be interested in changing the name of Grapevine Mills Parkway also to International Parkway. Staff feels that the City of Grapevine would rather keep the Grapevine Mills name for the same reasons that the Town is requesting to change the name to International Parkway for marketing and economic development reasons. One suggestion from the Commission was to inquire about the possibility of changing the rest of Long Prairie Road to International Parkway. Staff feels that the character of the Town north of the Lakeside Business District is more suited to the historical name of Long Prairie Road. There are many businesses/properties north of Lakeside Parkway that would have to change their information versus the two properties south of Lakeside Parkway. One citizen spoke against the proposed name change in favor of the consistency of the name Long Prairie Road.

ALTERNATIVES/OPTIONS: Option is to leave the street name as Long Prairie Road.

FISCAL IMPACT: Cost of the four overhead sign blades and two ground mounted sign blades would be covered with Town operation funds. Additionally there would be some administrative costs associated with the street name change (PD, GIS, Traffic, Communications, etc.)

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

ATTACHMENTS:

1. Copy of 8/13/19 Transportation Commission Meeting, Agenda Item 2
2. Draft Ordinance
3. Vicinity Map

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



TRANSPORTATION COMMISSION AGENDA ITEM NO. 2

REGULAR ITEM

DATE: August 13, 2019

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

ITEM: **Consider a recommendation for a proposed street name change for Long Prairie Road to International Parkway for the 100 – 800 block to the Town Council.**

BACKGROUND INFORMATION: This item is to consider a proposed street name change from Long Prairie Road (100 – 800 block) to International Parkway, as it was originally named prior to 2014. This stretch of roadway is typically referred to as FM 2499. On April 8, 2014, the Transportation Commission heard a street name request to change this same stretch of roadway to Long Prairie Road in order to maintain consistency of naming and to take such action prior to additional development occurring. The recommendation from the Transportation Commission in 2014, was a split vote of 4 to 3. Reasons to leave the name as International Parkway were discussed during the Transportation Commission Meeting, citing the economic development and marketing of the area, as well as the envisioned corporate activity within the Lakeside Business District. The video of that meeting can be found at Item F3: <https://flowermoundtx.swagit.com/play/04082014-896>. The item was brought forward to Town Council at their May 5, 2014, meeting. The video can be found at Item 13. <https://flowermoundtx.swagit.com/play/05052014-744>

The current street name change request was introduced by a developer in the Lakeside Business District, and after additional discussions with other Lakeside Business District owners, developers, and real estate brokers, Town Staff initiated the formal request. Presently, there are five office buildings and five flex buildings that have been entitled in the last two years (among other uses) that will benefit from the change (all fronting Long Prairie/2499). Additionally, there are two significantly-sized mixed-use projects currently under review by the Town that will also benefit from the change. All of these proposed projects are pursuing corporate users which seek a location and corresponding address that represents a level of prestige and recognition. This type of activity is what was envisioned for this area and the street name change will further assist the developers, brokers, and Town Staff in marketing to corporate users.

The following is the street name procedure for changing an existing street name.

Name Change Procedure

Procedures for existing street name changes are set forth in Chapter 90-320 of the Town's Code of Ordinances. This has been provided as Attachment 1.

The first step in a street name change request is the filing of the request with the Planning Department. This request is included as Attachment 2. This request includes such information as street proposed to be renamed, affected block numbers, the reason for the name change, and proposed name for roadway segment. The proposed name of these segments is:

- International Parkway

As part of the proposed street name change process, the proposed names must be provided to, but not limited to, the following departments:

- Engineering
- Public Works
- Police Department
- Fire Department

This request was initiated by Public Works/Economic Development and routed to Police Department, Fire Department, and Geographical Information System (GIS) staff. Even though not required by Chapter 90-320, the Town notified each property owner adjacent to, abutting, and/or having an address on the street that is subject to the street name change based on the most recent approved Town of Flower Mound Tax Roll for the Transportation Commission meeting. In total, 18 letters were sent out providing notification. As part of the 18 letters, letters to the store managers of both the Home Depot and the 7-11 store were also sent.

Next Steps

After consideration of the Transportation Commission's recommendation, the Town may schedule the consideration of the proposed street name change on the next available Town Council agenda. Notification of the Town Council meeting is required by Chapter 90-320 to be sent to the same property owners that were notified of the Transportation Commission meeting for the date, time and place of the Town Council meeting. This information was included in the original letter sent to the 18 recipients of the Transportation Commission notification mailing. An example of this letter is included as Attachment 3. Additionally, our Economic Development Department reached out to business owners. At the time of the posting of the agenda, five responses were received via the TRC@flower-mound.com email which the Transportation Commissioners have received. All five were in favor of the street name change. No other written correspondence was received.

FISCAL IMPACT: All street name signs located within the limits of this request would be handled as part of the Town's operating budget. This does not include fiscal impacts to properties because of the name change.

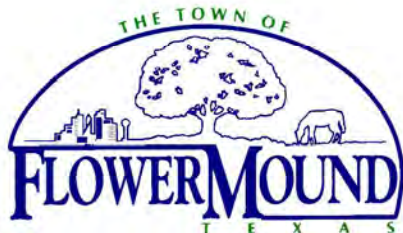
ATTACHMENTS:

1. Chapter 90-320. "Procedure to be followed by persons seeking street name change of an existing street"
2. Filed street name change request
3. Neighborhood Notification Letter

RECOMMENDATION: Move to recommend as presented in the agenda caption.

“Sec. 90-320. Procedure to be followed by persons seeking street name change of an existing street.

- (a) Any person may request a street name change by filing a request for a street name change with the Planning Department. The request shall identify the street proposed to be renamed by its current name and the block numbers thereof, state the reason for the requested street name change, and state the proposed name for such roadway segment.
- (b) The proposed name change will be considered by various Town departments interested in the naming of streets and roadways within the Town's corporate limits possibly including, but not limited to, Engineering, Public Works, the Police Department and the Fire Department. Following such consideration the Town Manager or designee may, but is not required to, schedule consideration of the proposed street name change on the next available agenda for the Transportation Commission.
- (a) Following receipt of the Transportation Commission's recommendation regarding the proposed street name change, the Town may schedule consideration of the proposed street name change on the next available agenda for the Town Council.
- (d) The Town will notify each owner of property adjacent to, abutting and/or having an address on the street that is the subject of the requested name change regarding the proposed street name change and the time, date and location of the Town Council meeting at which the proposed street name change will be considered. Said notification will be sent by regular U.S. mail, postage prepaid, to the owners of real property adjacent to, abutting, and/or having an address on the subject street as their names and addresses appear on the most recently approved Town of Flower Mound Tax Roll.”



**Public Works
Administration**

Memorandum

Date: July 16, 2019

To: Planning Department

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

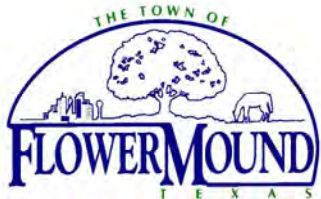
Subject: Street Name Change request for Long Prairie Road

This request is for the renaming of Long Prairie Road between south Town Limits and Lakeside Parkway.

Below is the list of information as required by Section 90-320 of the Town's Code of Ordinances.

- **Street to be renamed:** Long Prairie Road
- **Block range:** 100 – 800
- **Reason for Change:** To provide better marketing and economic development opportunities for this stretch of roadway that is known primarily as FM 2499.
- **Proposed Names:** International Parkway.

Please provide this information to the Development Review Committee, GIS, Public Works, and Police Department at a minimum, for their review.



Public Works/Administration

July 17, 2019

Home Depot – Store Manager
852 Long Prairie Road.
Flower Mound, Texas 75028

RE: Street Name Change of Long Prairie Road to International Parkway

Dear Stakeholder:

The letter is to advise you that the Town is proposing a street name change for Long Prairie Road within the Town Limits. See attached map. As a result of growing corporate activity and related office development in the Lakeside Business District, the Town, based on input from developing property owners, is proposing a street name change for Long Prairie Road between Lakeside Parkway and the south Town limits to be returned to International Parkway. By changing the street name along the noted segment of FM 2499, it will positively contribute to business recruitment and marketing efforts within the Lakeside Business District. The street name change item is currently scheduled for the August 13, 2019, Transportation Commission meeting at 6:30 PM at 2121 Cross Timbers Road, Town Hall Council Chambers.

The proposed street name is International Parkway

A recommendation will be provided by the Transportation Commission to the Town Council. That recommendation will be brought forward to the next available Town Council meeting. A recommendation from the Transportation Commission on August 13th would result in the item being brought forward to the Town Council meeting on August 19, 2019, at 6:00 PM, at 2121 Cross Timbers Road in the Town Hall Council Chambers.

If you have any questions, additional input or suggestions, please provide it to me at transportation@flower-mound.com or handwritten to 2121 Cross Timbers, Flower Mound, TX 75028. If you would like to send an email correspondence directly to the Transportation Commissioners, please use the following email address: TRC@flower-mound.com. Each commissioner will receive this information up to 2 hours before the meeting. Please note that this is only a one way communication and the commissioners would not be able to return any correspondence. Please indicate on this correspondence if you would like for it to be forwarded to the Town Council as well. Any handwritten correspondence received after noon on August 13, 2019, will be handed out at the Transportation Commission meeting. If you have any questions regarding this letter, please send me an email or give me a call at (972) 874-6303. Thank you.

Sincerely,

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

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AUTHORIZING A STREET NAME CHANGE OF A PORTION OF "LONG PRAIRIE ROAD" TO "INTERNATIONAL PARKWAY"; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town staff and Town Manager have determined that it is in the best interests of the public and the Town to rename a portion of "Long Prairie Road" (being the 100-800 blocks) to be the 100-800 blocks of "International Parkway"; and

WHEREAS, each owner of property adjacent to, abutting and/or having an address on the street being considered for a name change has been notified of the proposed street name change and of the date, time and location of the Town Council meeting at which the proposed street name change will be considered, as required by Section 90-320 of the Town Code of Ordinances; and

WHEREAS, the proposed street name change was considered by the Town's Transportation Commission on August 13, 2019, and the Transportation Commission recommended approval of the proposed street name change; and

WHEREAS, the Town Manager or designee shall direct the replacement of street signs reflecting the street name change; and

WHEREAS, the Denton County Central Appraisal District, Tarrant County Central Appraisal District, Post Office and other service providers shall be notified at the direction of the Town Manager or designee of the street name change; and

WHEREAS, the Town Council deems it necessary and in the best interests of the public to rename the 100-800 blocks of "Long Prairie Road" to be the 100-800 blocks of "International Parkway".

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 of Flower Mound and they are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2

The portion of "Long Prairie Road" within the Town limits (being the 100-800 blocks) are hereby officially renamed to be the 100-800 blocks of "International Parkway".

SECTION 3

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

SECTION 4

It is hereby declared to be the intention of the Town Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since 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 5

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

SECTION 6

This Ordinance shall take effect and be in full force from and after 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 19TH DAY OF AUGUST, 2019.

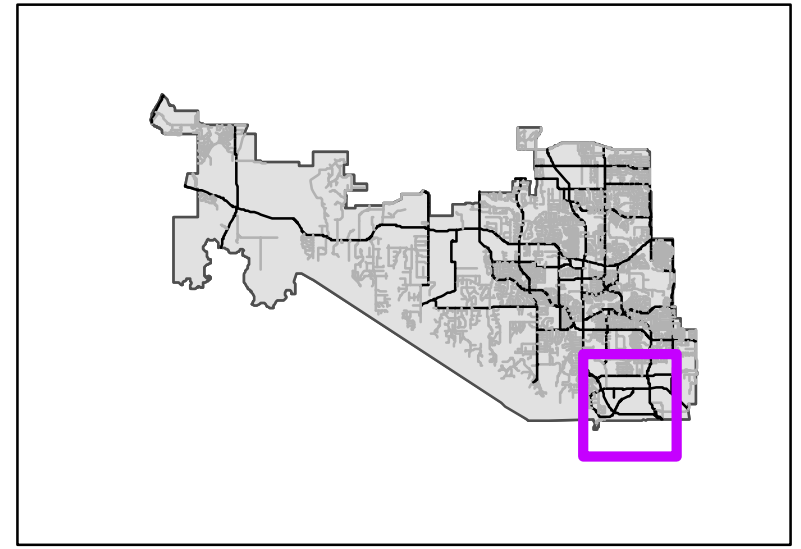
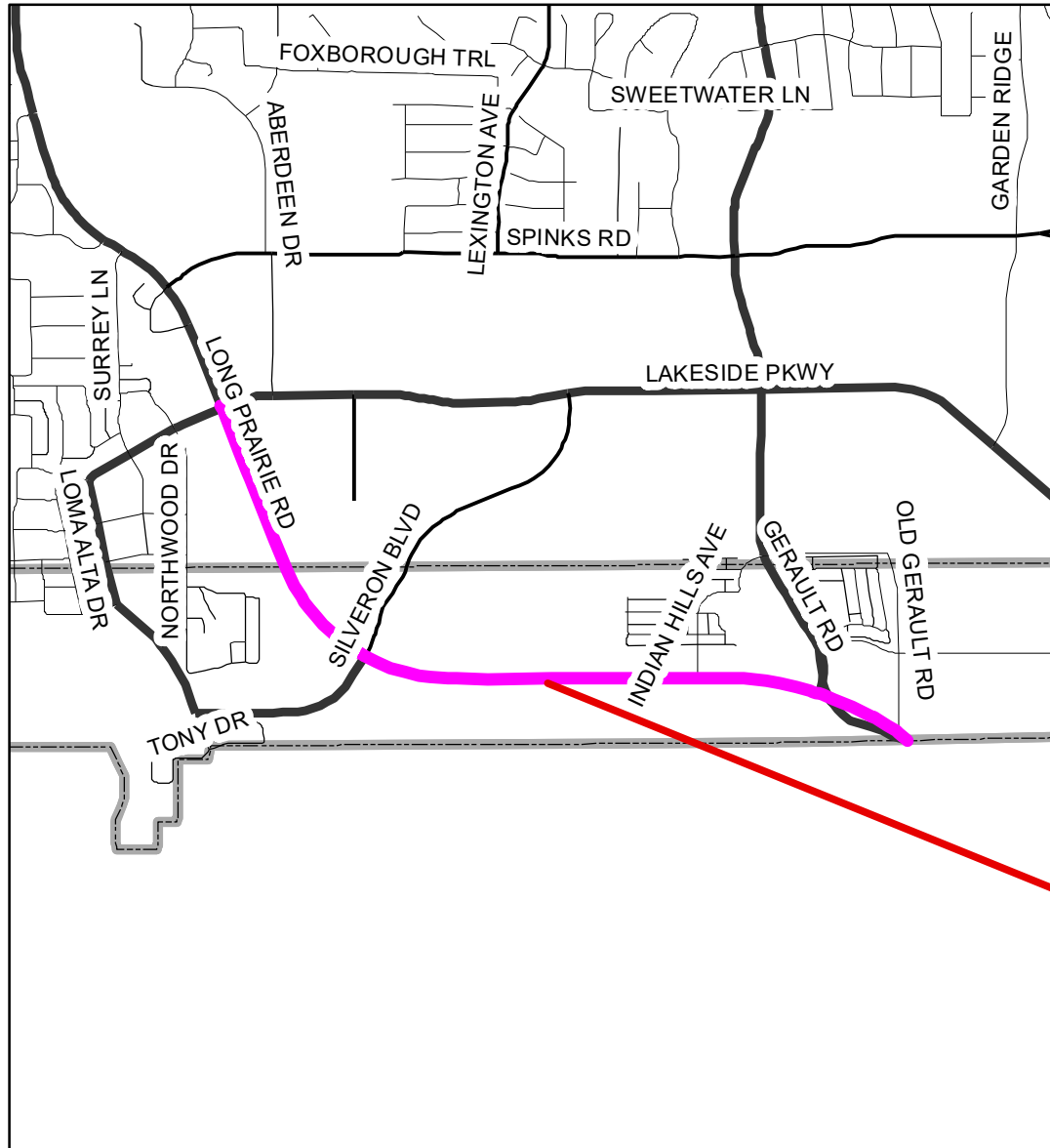
APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

Vicinity Map - Long Prairie Road Street Name Change



Vicinity Map

Legend

- Long Prairie Road
- Town Limits

Project
Location(s)



TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: August 19, 2019

FROM: Dale Crown, P.E., Senior Project Engineer

ITEM: Consider approval of a Construction Agreement with 3D Paving and Contracting, LLC, for the Grady Court Reconstruction project, in the amount of \$630,670.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On July 16, 2019, bids were received and opened for the Grady Court Reconstruction project (Bid # 2019-138-B). 3D Paving and Contracting, LLC, submitted the lowest qualified bid of the three responding bidders at a base bid of \$630,670.00. The project consists of the reconstruction of Grady Court from Homestead Street to the cul-de-sac (approximately 700 linear feet). The project also includes the replacement of the water line along the reconstruction length.

BOARD REVIEW/CITIZEN FEEDBACK: A neighborhood meeting was held on May 16 to discuss the project and receive citizen feedback. Generally, the project was well received by residents since it will mitigate long standing drainage issues in the neighborhood.

ALTERNATIVES/OPTIONS: Street reconstruction will correct existing grade issues that result in stormwater ponding in the cul-de-sac area. The existing concrete street also has significant cracking in multiple locations. The existing water main has had maintenance issues in the past and is undersized based on current Town standards. A decision not to approve the construction agreement would result in pavement failures worsening over time, continued ponding in the cul-de-sac and continued maintenance issues with the existing water main.

FISCAL IMPACT: \$630,670.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$139,350.00	630-960-78037 Water
\$491,320.00	316-560-78037 Street Reconstruction

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

Total project cost is \$975,000. Funding sources are:

- Dedicated Sales Tax \$ 825,000
- Other \$ 150,000

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

ATTACHMENTS:

1. Bid Tabulation
2. Construction Agreement

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



Town of Flower Mound
Bid Tabulation

Bid No: 2019-138-B - Grady Court Reconstruction

Bid Opening: 7/16/2019 at 11:00 AM

Company	Total Bid
3D Paving and Contracting, LLC	\$ 630,670.00
Pavecon Public Works	\$ 703,666.98
Tiseo Paving Co	\$ 866,400.50

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

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

Date: July 16, 2019

TOWN OF FLOWER MOUND
GRADY COURT RECONSTRUCTION

Bid # 2019-138-B

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (the "Agreement"), made and entered into this 19th day of August, 2019, by and between the Town of Flower Mound, County of Denton, Texas, hereinafter referred to as the "Town," and 3D Paving and Contracting, LLC, a Limited Liability Company, hereinafter referred to as the "Contractor." For and in consideration of the payment, agreements, and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

GRADY COURT RECONSTRUCTION,
Bid # 2019-138-B

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

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

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

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

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

ARTICLE 2. For performance of the Work in accordance with the Contract Documents, the Town shall pay the Contractor in current funds an amount not to exceed **Six Hundred Thirty Thousand Six Hundred Seventy Dollars and Zero cents (\$ 630,670.00)** taking into consideration additions to or deductions from the Total Bid through properly executed change orders by reason of alterations or modifications of the original quantities or by reason of “Extra Work” authorized under this Agreement in accordance with the provisions of the Contract Documents. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Town, the said Contractor shall furnish all labor, equipment, and material (except as otherwise specified above) and shall perform all work necessary to complete the improvements in a good and workmanlike manner, ready for use, within the specified time for substantial completion of Two Hundred and Ten (210) calendar days, and final completion of Two Hundred and Thirty Five (235) calendar days ready for final payment, as measured from the Effective Start Date shown in the Notice to Proceed. The work shall be in strict accordance with this Agreement, a copy of which is filed pursuant to law in the office of the legal representative of the Town.

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

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

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

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

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

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

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

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

The fact that the Town makes a progress payment shall not be deemed to be an admission by the Town concerning the quantity, quality, or sufficiency of the Contractor's work. Progress payments shall not be deemed to be acceptance of the Work nor shall a progress

payment release the Contractor from any of its responsibilities under the Contract Documents.

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

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

Retainage shall be withheld and may be paid to:

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

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

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

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

ARTICLE 7. When the erosion control measures have been completed, the Contractor shall request that the Town perform a final inspection. The Town shall inspect the Work.

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

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

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

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

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

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

Final payment to the Contractor shall not be due until the Contractor provides original full releases of liens, or other evidence satisfactory to the Town to show that all sums due for labor, services, and materials furnished for or used in connection with the Work have been paid or shall be paid with the final payment. To ensure this result, Contractor consents to the issuance of the final payment in the form of joint checks made payable to Contractor and others. The Town may, but is not obligated to, issue final payment using joint checks.

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

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

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

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

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

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

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

ARTICLE 11. The Contractor understands and agrees that time is of the essence in performing and completing the Work. The Town and Contractor acknowledge that the actual damages the Town may sustain if the Contractor fails to complete the Work on time are uncertain and will be difficult to ascertain. The Contractor agrees that the sum of Two Hundred and Forty Dollars (\$240.00) per day or portion of a day in Liquidated Damages will be deducted from the Contract price by the Town for each calendar day or portion thereof that the work is not substantially complete beyond the Substantially Complete Contract time, or within such extra time as may have been allowed by an extension approved by the Town. The Contractor also agrees that the sum of Two Hundred and Forty Dollars (\$240.00) per day or portion of a day in Liquidated Damages for each calendar day or portion thereof the work has not been finally completed by the Contractor beyond the Contract time for final completion, or within such extra time as may have been allowed by an extension approved by the Town. The Town and the Contractor agree that this amount is payable as reasonable and just compensation for failure to complete the Work on time. This amount is payable as liquidated damages and not as a penalty.

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

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

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

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

Any Work performed by or for the Contractor to fulfill its warranty obligations shall be performed in accordance with the Contract Documents. By way of example only, this is

to ensure that Work performed during the warranty period is performed with required insurance and the maintenance and payment bonds still in effect.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This Agreement will be effective on the 19th day of August, 2019.

TOWN OF FLOWER MOUND

CONTRACTOR

Steve Dixon, MAYOR

_____(Signature)
_____(Printed Name)
_____(Position)

(CORPORATE SEAL)

(CORPORATE SEAL)

ATTEST:_____
Theresa Scott, TOWN SECRETARY

ATTEST:_____(Signature)
_____(Position)



TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: August 19, 2019

FROM: Dale Crown, P.E., Senior Project Engineer

ITEM: Consider approval of a Professional Services Agreement with HVJ North Texas – Chelliah Consultants, Inc. to provide construction materials engineering and testing, for the Grady Court Reconstruction project, in the amount of \$27,995.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Professional Services Agreement includes construction materials engineering and testing for the Grady Court Reconstruction project. The project consists of the reconstruction of Grady Court from Homestead Street to the cul-de-sac (approximately 700 linear feet). The project also includes the replacement of the water line along the reconstruction length.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: Materials testing is required as part of the construction project.

FISCAL IMPACT: \$27,995.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$6,999.00	630-960-78037 Water
\$20,996.00	316-560-78037 Street Reconstruction

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

Total project cost is \$975,000. Funding sources are:

- Dedicated Sales Tax \$ 825,000
- Other \$ 150,000

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

ATTACHMENTS:

1. Professional Services Agreement

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
HVJ NORTH TEXAS – CHELLIAH CONSULTANT, INC.**

This contract is entered into on this 19th day of August, 2019, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as “TOWN”), acting by and through its Mayor, and **HVJ NORTH TEXAS – CHELLIAH CONSULTANT, INC.**, (“hereinafter referred to as “CONSULTANT”) whose address is 8701 John Carpenter Freeway, Suite 250, Dallas, Texas 75247.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to construction materials engineering and testing for the Grady Court Reconstruction project; and

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

TERMS OF AGREEMENT

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

I.

Employment of Consultant

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

II.

Scope of Services

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

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed Twenty Seven Thousand Nine Hundred Ninety Five and No/100 Dollars (\$27,995.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT.

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

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

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

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

IV.

Revisions of the Scope of Services

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

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

V.

Term

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

VI.

Contract Termination Provision

Notwithstanding any other provision of this Contract, this Contract may be terminated at any time by TOWN for any reason, with or without cause, by providing CONSULTANT thirty (30) days written notice of such termination. Upon receipt of such notice, CONSULTANT shall immediately terminate working on, placing orders or

entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract.

VII.
Ownership of Documents

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

VIII.
Insurance

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

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

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

The following policies and coverage shall be required:

1. Worker's Compensation Insurance (as required by law) with the policy endorsed to provide a waiver of subrogation as to TOWN; such policy to provide for Employers' Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease-each employee, \$500,000.00 disease-policy limit;

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

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

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

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

Dale Crown, PE
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6302 Telephone

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

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

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

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

D. CONSULTANT agrees to the following:

1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against TOWN, it being the intention that the insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies;

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

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

IX. Right to Inspect Records

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

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

X. Successors and Assigns

TOWN and CONSULTANT each bind themselves and their successors, executors, administrators and assigns to the other party to this Contract and to the successors, executors, administrators and assigns of such other party in respect to all covenants of

this Contract. Neither TOWN nor CONSULTANT shall assign or transfer its interest herein without the prior written consent of the other.

XI.
CONSULTANT's Liability

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

XII.
Indemnification

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

XIII.
Independent Contractor

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

XIV.
Default

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

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

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

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

XV.
Provisions Surviving Termination

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

XVI.
Changes

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

XVII.
Conflicts of Interest

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

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

XVIII.
Confidential Information

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

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

XIX. Notice Information

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

Dale Crown, PE
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874- 6302 Telephone

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

Devarajan Chelliah, PE
HVJ North Texas - Chelliah Consultants, Inc.
8701 John Carpenter Freeway, Suite 250
Dallas, Texas 75247
214-678-0027 Telephone

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

XX.
Applicable Law

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

XXI.
Non-Discrimination

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

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

XXII.
Arbitration

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

XXIII.
No Waiver of Governmental Immunity

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

XXIV.
Severability

If any of the terms, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of

the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XXV.
Remedies

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

XXVI.
Entire Agreement

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

XXVII.
Non-Waiver

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

XXVIII.
Headings

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

XXIX.
Venue

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

XXX.
No Third Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (TOWN and CONSULTANT) specifically agree and contract that: (1) the Contract

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

[The remainder of this page left blank intentionally]

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

THE TOWN OF FLOWER MOUND, TEXAS

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

Date Signed: _____

Attest:

Town Secretary

CONSULTANT:
HVJ NORTH TEXAS - CHELLIAH
CONSULTANT, INC.

By: C. Thwan
Name: Devarajan Chelliah, PE
Title: Manager Owner
Date Signed: 7/15/2019

State of Texas §
 §
County of _____ §

This instrument was acknowledged before me on the 15th day of JULY, 2019, by DEVARAJAN CHELLIAH in his capacity as MANAGING OWNER of HVJ NORTH TEXAS, a TEXAS Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of _____.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 15th DAY OF JULY, 2019.

[Signature]
Notary Public, State of Texas

My Commission Expires:
10-03-2020





8701 John Carpenter Freeway, Suite 250
Dallas, Texas 75247-4640
214.678.0227 Ph
214.678.0228 Fax
www.hvj.com

July 9, 2019

Dale Crown, PE.
Senior Project Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

Re: Proposal for Construction Materials Engineering and Testing Services
Project: Grady Court Reconstruction and Water Line
Owner: Town of Flower Mound
HVJ Proposal No.: DC 1810130.2

Dear Mr. Crown:

HVJ Associates[®] (HVJ) is pleased to submit this budget estimate for material testing and laboratory services for the above referenced project.

Project Description

It is our understanding that the project consist of the reconstruction of Grady Court from Homestead Street to the cul-de-sac (approximately 700 linear feet). The project also includes the replacement of the water line along the reconstruction length.

Schedule

We understand that the project schedule consists of 210 calendar days for substantial completion, and 235 calendar days for final completion. Notice to proceed is expected in August 2019.

Scope of Services

HVJ's scope of services for this project will consist of on-call field and laboratory construction materials inspection and testing services for earthwork and concrete. The scope of material testing services anticipated for this project is in accordance with project plan and specifications.

Testing, including sampling, will be performed by a certified technician or the testing firm's laboratory personnel, in the general manner indicated in the project specifications. The testing firm's laboratory shall perform all laboratory tests within a reasonable time consistent with the specified standards and shall furnish a written report of each test.

Budget Estimate

The estimated cost to perform the material testing services required on this project by HVJ is \$27,995.00. Testing services will be provided on an on-call basis, with at least 24 hours prior notice to ensure proper scheduling of work.

Overtime rates of 1.5 times the regular hourly rates will be billed for services performed before 6:00 AM and after 6:00 PM on Monday through Friday, or any hours worked on Saturday, Sunday, a holiday, or if over 8 hours in one day. Onsite cancellations will be charged a minimum of 4 hours.

Invoice

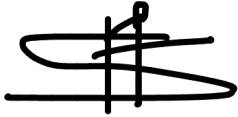
HVJ's accounting procedures call for the submittal of invoices on a month-end basis or at the conclusion of the project should its duration last less than a month. HVJ credit terms are net 30 days.

If this proposal meets with your approval, please send us a written NTP along with task order or work order. Alternatively, if you agree with our scope and fee estimate please sign and complete the indicated spaces below and forward a copy of the proposal to us.

We appreciate your consideration of HVJ for this project and look forward to the opportunity of working with you. Should you have any questions regarding the contents of this proposal, please contact us at 214-678-0227.

Sincerely,

HVJ NORTH TEXAS - CHELLIAH CONSULTANT, INC.



Partheeban Selvarajah, PE
Project Manager

Agreed to this _____ day of _____, 20_____

By: _____

Title: _____

Firm: _____

Phone No. _____

Date to Start Work: _____



8701 John Carpenter Freeway, Suite 250
 Dallas, Texas 75247-4640
 214.678.0227 Ph
 214.678.0228 Fax
 www.hvj.com

FEE SCHEDULE

TABLE- CONSTRUCTION MATERIAL TESTING

Grady Court Reconstruction and Water Line

Client: Town of Flower Mound

HVJ Fee Schedule No. : DC181030.2

Date: 7/9/2019

Description	Quantity	Units	Unit Price	Total Price
Earthwork Testing				
Laboratory Moisture-Density Relationship (ASTM D698)	3	each	\$180.00	\$540.00
Laboratory Moisture-Density Relationship (ASTM D698)- Lime and Cement Stabilized	3	each	\$220.00	\$660.00
Lime Series	2	each	\$300.00	\$600.00
Liquid Limit, Plastic Limit, and Plasticity Index of Soils (ASTM S4318)	6	each	\$65.00	\$390.00
Materials finer than No. 200 sieve in soils by washing (ASTM C1140)	6	each	\$45.00	\$270.00
			Subtotal	\$2,460.00
Aggregate Testing				
Sieve Analysis of Fine and Coarse Aggregate (ASTM C136)	2	each	\$75.00	\$150.00
			Subtotal	\$150.00
Concrete Testing				
Compressive Strength of Cylindrical Concrete Specimens (ASTM C39)	80	each	\$20.00	\$1,600.00
			Subtotal	\$1,600.00
Equipment				
Construction Truck (Includes Operation, Maintenance Costs and Insurance)	40	day	\$90.00	\$3,600.00
Nuclear Density Equipment Rental	20	trip	\$50.00	\$1,000.00
			Subtotal	\$4,600.00
Personnel				
Engineer Tech (American Concrete Institute Field, Troxler Hazmat and Nuclear Gauge) - Regular Time - minimum 4 hours per trip	200	hour	\$60.00	\$12,000.00
Engineer Tech (American Concrete Institute Field, Troxler Hazmat and Nuclear Gauge) - Overtime	20	hour	\$90.00	\$1,800.00
Project Engineer, PE	22	hour	\$145.00	\$3,190.00
Staff Engineer	4	hour	\$95.00	\$380.00
Admin/Clerical	33	hour	\$55.00	\$1,815.00
			Subtotal	\$19,185.00
Total				\$27,995.00

General Notes

1. The items listed above are those tests most frequently requested. Additional test and special service quotes are available upon request
2. A minimum charge of 4 hours applies to field testing and inspection services with the exception of sample pick ups for which minimum 2 hours is charged. Onsite cancellation will be
3. Technician time is charged on a portal to portal basis from our office. The minimum billing increment for field time is 1/2 of an hour.
4. Overtime rates of 1.5 times the regular hourly rates will be billed for services performed before 6:00 AM and after 6:00 PM Monday through Friday or any hours worked on Saturday.
5. Personnel time for site visits, consulting, compliance letter etc. will be charged per applicable unit rates.
6. We assumed the majority of the material testing services will be provided within approximately 6 months, approximately 40 trips for concrete and density tests.



TOWN COUNCIL AGENDA ITEM NO. 9

CONSENT ITEM

DATE: August 19, 2019

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a work session of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting on August 15, 2019.

BACKGROUND INFORMATION: The Town Council held a work session of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting on August 15, 2019.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Proposed Expenditure/(Revenue):	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 WORK SESSION; TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT SPECIAL MEETING; AND CRIME CONTROL AND PREVENTION DISTRICT SPECIAL MEETING HELD ON THE 15TH DAY OF AUGUST, 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 work session with the following members present:

Sandeep Sharma	Mayor Pro Tem
Jim Pierson	Councilmember Place 1
Ben Bumgarner	Councilmember Place 3
Jim Engel	Councilmember Place 4

with the following members absent:

Steve Dixon	Mayor
Claudio Forest	Deputy Mayor Pro Tem

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

Theresa Scott	Town Secretary
Jimmy Stathatos	Town Manager
Debra Wallace	Deputy Town Manager/CFO
Tommy Dalton	Assistant Town Manager
Tiffany Bruce	Executive Director of Public Works
Kay Wilkinson	Budget Officer
Tammy Wilson	Exec Dir of Financial Services
JP Walton	Assistant to the Town Manager
Andrea Roy	Director of Economic Development

A. CALL WORK SESSION TO ORDER

Mayor Pro Tem Sharma called the work session to order at 6:00 p.m.

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

Councilmember Pierson gave the invocation and Mayor Pro Tem Sharma led the pledges.

D. WORK SESSION ITEM

1. Hold a discussion and provide direction regarding the FY 2019-2020 Proposed Budget, including Community Support funding.

Ms. Wallace gave a presentation identifying or noting:

- What the proposed budget is intended to serve as

- Budget process
- Budget timeline
- Timeline and next steps
- How Flower Mound compares to benchmark cities (tax, debt rate, full time equivalent per capita, unassigned fund balance and financial policy)
- Financial goals
- 2019 debt service and tax rate
- Strategic goals
- Changes since proposed budget
- Cultural arts feasibility study
- Financial services global review RFP
- School crossing guards
- Compensation benefits
- Performance assessment, including a historical review
- General fund
- Utility fund
- Water/Wastewater rates and how Flower Mound compares to benchmark cities
- Stormwater utility fund
- Stormwater rates
- Special revenue funds
- Crime control and prevention district
- Fire control, prevention and emergency medical services budget
- Street projects, including associated ranking:
 - o FM 2499 @ Waketon
 - o Lakeside Parkway capacity
 - o Garden Ridge through lane
 - o Bruton Orand @ FM 1171 turn lane
 - o Peters Colony roundabout
 - o Sidewalk links
 - o Rippy Road
 - o FM 2499 @ FM 3040
 - o Denton Creek Blvd. Bridge
 - o Denton Creek Blvd.
 - o Roadway amenities
 - o Shiloh Rd
- ADA transition plan
- Impact fee update
- Signal Projects
 - o FM 2499 at Chaparral
 - o Garden Ridge at Forest Vista
 - o Traffic detection rehab
- Street reconstruction projects
 - o Blue Ridge Trail
 - o Forest Vista Phase II
 - o Colonial Drive Ph II
 - o Edgefield Trail
- Facilities Projects
 - o Gibson-Grant Log Cabin
- Parks Projects

- o 2019-20 playground replacements
- o Bakersfield Park
- o Canyon Falls Park
- o Hound Mound parking/restroom
- o Lightning detection replacements
- o Parks and trail amenities
- o Peters Colony Memorial Park
- o Pink Evening Primrose Bridge and Trail
- o Rheudasil Park Improvements
- o Trails Master Plan
- Water Projects
 - o Water master plan
 - o Impact fee update
 - o Water system model update
 - o Bruton Orand elevated storage tank chloramine system
 - o Stonehill 10 MG Ground storage tank rehabilitation
 - o Stonehill pump station discharge valve replacement
 - o Stonecrest pump station Phase I – Auxiliary power
 - o Denton Creed District reuse waterlines
 - o High Road replacement Phase II
 - o Denton Creek spine road 12 inch water line
 - o Garden Ridge Blvd. Phase II
 - o Morriss Road 20-inch (Forest Vista to Lake Bluff)
 - o Timber Creek replacement Phase I
 - o Morriss Road Phase II (Milford to Eaton)
 - o Hillside connection
 - o Utility asset management and utility replacement
 - o Water system leak detection and repair
- Stormwater Utility Projects
 - o Bakers Branch stabilization at 621 Somerset Dr
 - o Creek bank stabilization at 1104 & 1108 Big Canyon Dr
 - o McKamy Creek stabilization at 1900 Winding Creek Blvd
 - o East Waketon Road drainage improvement
- Wastewater Projects, including associated cost for each:
 - o Wastewater Master Plan
 - o Impact fee update
 - o Wastewater system model update
 - o Southside pump upgrade
 - o Lift station improvements and decommissioning Phase II
 - o Timber Creek trunk line (Morriss Rd to Rawlings St)
 - o Inflow – Infiltration evaluation and repair

Town Council recessed at 8:12 p.m. and reconvened at 8:19 p.m.

and she, Mr. Stathatos, Mr. Dalton, Mr. Walton, Ms. Bruce, Ms. Roy, or Mr. Greaser responded to the following questions from Council:

- Was a new electronic performance appraisal system implemented last year
- How many employees are on a Performance Improvement Plan (PIP)
- How are employee and department goals created
- Why is compensation packages separate

- How can all the projects be paid for without debt
- What's the criteria for putting a street or water project on the list for repairs
- Possibility of a cost benefit analysis to assess which projects should come forward
- What would be the savings for flushing versus injection
- How many gallons of water is used during flushing
- Is there any other type of chemical besides chlorine that could be used for water treatment
- What is the current pipe size on Morriss and when was the last time it was replaced and what is the outlook as to how long the new pipe will last
- How does the Town determine when park equipment needs to be replaced
- How much will it cost to maintain the proposed rest rooms at the Hound Mound
- How successful would the Town be in finding additional grants for road projects
- Clarification regarding the FM 2499 at FM 3040 and the scope of work and cost, and will there be an additional 3rd lane as part of that project
- How is "future funding" on the slides defined
- How does staff decide which items come forward in the proposed budget
- Clarification regarding the base budget
- Clarification regarding the general fund revenue table
- What was the 2018/19 proposed budget, including non-discretionary and decision package request
- Are there any additional revenue sources that could be looked at
- Where can the Town tighten our belt in the area of expenses
- In the last 36 months how much has been waived in impact and park fees
- Clarification regarding the total budget versus the base budget
- What would the impact be for lowering the tax rate by a quarter of a point, and whether or not it's feasible

There was Council discussion regarding:

- Benchmark cities and being in the middle is not winning
- Looking at ways to spread cost out and still maintain the safety and integrity of the system and perhaps push out a project to a future year
- Most of the debt is related to water lines and infrastructure and interest in consolidation and come up with a mechanism to issue one potential debt situation instead of issuing debt every year
- Interest in finding additional resources such as grant for road projects
- How all the things being talked about impact Flower Mound residents and does it makes sense to tie future projects to a bond election
- Observations for the numbers in the General Fund:
 - o Expenses
 - o Methodology used for determining remaining dollars in the fiscal year end projections
- Need to cap ourselves at what our budget was last year, particularly since revenues are up
- Possibility of lowering the tax rate by a quarter of a point

Ms. Wilkinson gave a presentation identifying or noting

- Community Support Funding
 - o Eligibility criteria
 - o Program administration

- o Interim report
- o Actuals
- o Application overview
- o Funding recommendations
- o Police Department funding recommendations
- o FY 19-20 request

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

- For KFMB, was there a component in their funding for helping disabled veterans
- Clarification regarding Chisholm Trail organization, including what do they do and what was the issue with their reporting
- What is the rationale for an organization that asks for more funding
- Just because funding is requested by an organization it doesn't mean the Council has to give it

There was Council discussion regarding:

- Possibility of keeping the overall amount distributed last year the same for this year

There was Council direction and general consensus as follows:

- A request for staff to look at opportunities in the budget for reductions, which would include preparation and presentation of a list of items and options for possible cuts, such as in the area of equipment and if it would be more cost effective to rent the same equipment
- Council members will also send a list of their recommendations to staff for possible cuts
- For Community Support Funding:
 - o For the agencies incorporated into the town departments, to proceed with the department's recommendations
 - o Go forward with the reimbursement option
 - o keep the overall FY 18-19 budget amount as a baseline and divide that amount amongst the applicants; however:
 - Remove Chisholm Trail and add funding for CCA based on their previous year request (\$17,000 instead of the \$20,000 requested) and indicated as follows:

Organizations	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2019-2020	
Social Service Organizations Incorporated in Department Budgets							
Children's Advocacy Center	27,500	29,000	28,776	28,780	35,669	35,000	Police
Communities in Schools of North Texas	12,500	13,000	13,000	13,000	15,000	7,240	Police
Denton County Friends of the Family	17,500	17,500	17,500	17,500	20,000	8,750	Police
Humane Tomorrow	15,000	15,000	15,000	15,000	15,000	15,000	Animal Services
Keep Flower Mound Beautiful	7,500	8,750	8,000	7,565	6,000	6,000	Environmental Services
Winning the Fight	4,880	15,000	17,000	17,000	-	-	Police
Youth and Family Counseling	45,000	45,000	50,000	50,000	50,000	25,000	Police
Sub-Total	129,880	143,250	149,276	148,845	141,669	96,990	
Cultural Arts							
The Actors Conservatory Theatre	2,000	2,000	2,000	2,000	3,185	2,000	
Flower Mound Community Orchestra	19,000	19,000	19,000	19,000	19,000	19,000	
Lewisville Lake Symphony	3,000	3,000	3,000	3,000	3,500	3,000	
Theatre FMPAT	12,000	12,000	12,000	12,000	12,000	12,000	
Voices of Flower Mound	4,500	5,000	5,000	5,000	5,000	5,000	
Sub-Total	40,500	41,000	41,000	41,000	42,685	41,000	
Social Services/Volunteerism							
Boys and Girls Clubs of North Central Texas	1,500	1,500	1,000	1,000	-	-	
Camp Summit	5,000	5,000	5,000	5,000	6,000	5,000	
CASA of Denton County, Inc.	4,500	4,500	4,500	4,500	5,000	4,500	
Chisholm Trail RSVP	10,000	10,000	10,000	10,000	10,000	-	
Christian Community Action (CCA)	17,000	17,000	17,000	-	20,000	17,000	
Denton County MHMR	5,000	5,000	5,000	5,000	5,000	5,000	
Journey to Dream	-	5,000	7,500	7,500	15,000	7,500	
PediPlace	25,000	25,000	25,000	25,000	30,000	25,000	
SPAN, Inc. (formerly Meals on Wheels)	5,000	5,000	4,000	4,000	5,000	4,000	
Special Abilities of North Texas	10,000	10,000	-	-	-	-	
Sub-Total	83,000	88,000	79,000	62,000	96,000	68,000	

E. ADJOURN WORK SESSION

Mayor Pro Tem Sharma adjourned the work session at 9:35 p.m. on Thursday, August 15, 2019, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

SANDEEP SHARMA, MAYOR PRO TEM

ATTEST:

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 10

REGULAR ITEM

DATE: August 19, 2019

FROM: Kay Wilkinson, Budget Officer

ITEM: **Public Hearing to consider the proposed budget for the fiscal year beginning on October 1, 2019, and ending on September 30, 2020.**

BACKGROUND INFORMATION: The Town is required by Section 102.006 of the Texas Local Government Code and Section 9.07 of the Town Charter to hold a public hearing on the proposed budget. During the public hearing on the proposed budget, all interested persons shall be given an opportunity to be heard for or against any item, or the amount of any item, therein contained.

The Fiscal Year 2019-2020 Proposed Budget was filed with the Town Secretary and distributed to the Town Council on July 31, 2019. The proposed budget is on file for review at Town Hall, the Library, and the Town's internet website. Town Council received a presentation of the proposed budget during the Town Council Work Session on August 15, 2019.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

DRAFT MOTION: No action is required by the Town Council on this item.



TOWN COUNCIL AGENDA ITEM NO. 11

REGULAR ITEM

DATE: August 19, 2019

FROM: Kay Wilkinson, Budget Officer

ITEM: **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.**

BACKGROUND INFORMATION: Section 363.204 of the local government code requires a public hearing to consider the proposed annual budget of the Crime Control and Prevention District (Crime District). In addition, 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 the procedures and public hearing requirements for the Town's annual budget process.

The Fiscal Year 2019-2020 Crime District Proposed Budget was filed with the Town Secretary and distributed to the Town Council on July 31, 2019. The proposed budget is on file for review at Town Hall, the Library, and the Town's internet website. Town Council received a presentation of the proposed budget during the Town Council Work Session on August 15, 2019.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

DRAFT MOTION: No action is required by the Town Council on this item.



TOWN COUNCIL AGENDA ITEM NO. 12

REGULAR ITEM

DATE: August 19, 2019

FROM: Kay Wilkinson, Budget Officer

ITEM: **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.**

BACKGROUND INFORMATION: Section 344.204 of the local government code requires a public hearing to consider the proposed annual budget of the Fire Control, Prevention, and Emergency Medical Services District (Fire District). In addition, 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 the procedures and public hearing requirements for the Town's annual budget process.

The Fiscal Year 2019-2020 Fire District Proposed Budget was filed with the Town Secretary and distributed to the Town Council on July 31, 2019. The proposed budget is on file for review at Town Hall, the Library, and the Town's internet website. Town Council received a presentation of the proposed budget during the Town Council Work Session on August 15, 2019.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

DRAFT MOTION: No action is required by the Town Council on this item.



TOWN COUNCIL AGENDA ITEM NO. 13

REGULAR ITEM

DATE: August 19, 2019

FROM: Kay Wilkinson, Budget Officer

ITEM: Public Hearing to consider a tax rate of \$0.4390 per \$100 assessed valuation.

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 is required by the Property Tax Code to hold two public hearings and publish a notice in the newspaper and 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). During the public hearing, taxpayers will be given the opportunity to express their views about the rate as it is proposed.

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. The Town's rollback rate for FY 2019-2020 is \$0.440159.

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 Expenditure/(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: The Town Council does not have to take action on this item.

Note: The Mayor is required to make the following announcement:

"The Town of Flower Mound's tax rate is scheduled for adoption on Monday, September 16, 2019, at 6:00 p.m., at a regular Town Council meeting, to be held in the Town of Flower Mound Council Chambers, located at 2121 Cross Timbers Road, Flower Mound, Texas 75028."



TOWN COUNCIL AGENDA ITEM NO. 14

REGULAR ITEM

DATE: August 19, 2019

FROM: Poornima Kashyap, Senior Planner

ITEM: **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, 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.)**

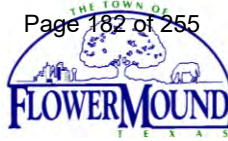
BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. Pursuant to the applicable sections of the Town's code of ordinances, the applicant may appeal a denial recommendation by the Planning and Zoning Commission to the Town Council by filing a request in writing within ten days of the action by the Planning and Zoning Commission. Staff received a letter from the applicant on July 25, 2019, appealing the denial recommendation by the Planning and Zoning Commission [see Attachment A(3)]. On July 31, 2019, the applicant requested to postpone their Town Council hearing until August 19, 2019.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report
2. Draft Ordinance
3. Appeal Letter

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: 6

REGULAR ITEM

DATE: July 22, 2019

FROM: Poornima Kashyap, Senior Planner

ITEM: **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.**

I. ITEM SUMMARY

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

The project has a companion application, Zoning Planned Development (ZPD19-0007), for consideration on the same agenda.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

Canyon Falls is a 1,129.28 acre master-planned community out of which 623 acres are located within the Town limits. The remainder of the project is located within Northlake and Denton County [Argyle Extra Territorial Jurisdiction (ETJ)]. Canyon Falls is located within the Denton Creek District Area Plan. The Town's Land Use Plan designates Canyon Falls as having a mixture of uses, including Medium Density Residential, High Density Residential, Commercial, Regional Campus Commercial, Open Space and Floodplain.

The applicant is requesting a Master Plan Amendment to change the Land Use designation on approximately 0.65 acres from Medium Density Residential uses to Open Space and approximately 4.01 acres from Open Space to Medium Density Residential uses.

The Town's Master Plan defines the current Medium Density land use designation as "residential development, typically being single family detached residential development with minimum of a 10,000 square feet or greater development." The Open Space is not

specifically defined in the Town's Master Plan, however, the Town's Code of Ordinances defines open space as land within or related to a development, typically in control of a homeowner's association and which may be platted as an X lot or public easement, that is designed and intended for the common use or enjoyment of development residents and their guests and may include such complementary structures and improvements as are necessary and appropriate.

On February 18, 2008, the Town Council approved a Master Plan Amendment for Canyon Falls consisting of approximately 623 acres with two options for development. Both options consisted of bubble maps for different land use categories. The applicant was required to choose between the two options for future development of the property at the time first application was made for a development plan, site plan or plat.

On November 5, 2012, the Town Council approved an amendment to allow the developer to choose one of the development options with a request to rearrange certain land use bubbles and to provide approximate acreages for each of the land use categories. Each of the land use bubbles was referenced as Parcels or Villages. Since the approval of this master plan amendment and corresponding zoning amendment, the Town has approved development plans and record plats for several Villages.

The purpose of this request is to provide better connectivity for Village 12. Per the approved master plan, zoning exhibits and development plan, the only access to Village 12 is provided through Canyon Falls Villages located outside of the Town's limits. The applicant is requesting to change the land use designation of Open Space located between Villages 12 and 10B to Medium Density in order to provide access to Village 12 through Village 10, from the Flower Mound side of the development, and to redesign the layout of Village 12.

The acreages for each land use designation per the 2012 Master Plan exhibit was approximate and the subsequent development plan and record plats for residential subdivisions established final acreages for each of the Villages.

SUMMARY				2012 ACRES	PROP. ACRES
SINGLE FAMILY RESIDENTIAL LAND USE					
	MEDIUM DENSITY RESIDENTIAL			155.16	158.9
	HIGH DENSITY RESIDENTIAL			91.6	86.6
		SUBTOTAL		246.76	245.5
REMAINING LAND USE					
	INSTITUTIONAL			124.1	123.3
	REGIONAL CAMPUS COMMERCIAL			34.1	34.3
	COMMERCIAL			20.7	20.5
	FLOODPLAIN			55.2	55.2
	ROW			45.1	45.7
	OPEN SPACE/EASEMENTS			94.1	98.6
	AMENITY CENTER			3.0	0
		TOTAL		623.1	623.1

Acreage dedicated towards open space and the amenity center in the 2012 Master Plan exhibit was 97.1 (94.1+3) acres. However, the amenity center for Canyon Falls was

constructed within the town limits of Northlake. With this master plan amendment application, the table has been updated to transfer the three acres previously dedicated to amenity center use to the Open Space/Easements land use designation.

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 master plan amendment requests. At the time this report was written, the Town had received several phone calls and emails requesting additional information. Staff also received approximately 10 correspondence in opposition to the request. All written correspondence was sent directly to the Planning and Zoning Commission according to the new public communication process.

III. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent
3. 2012 Master Plan Exhibit

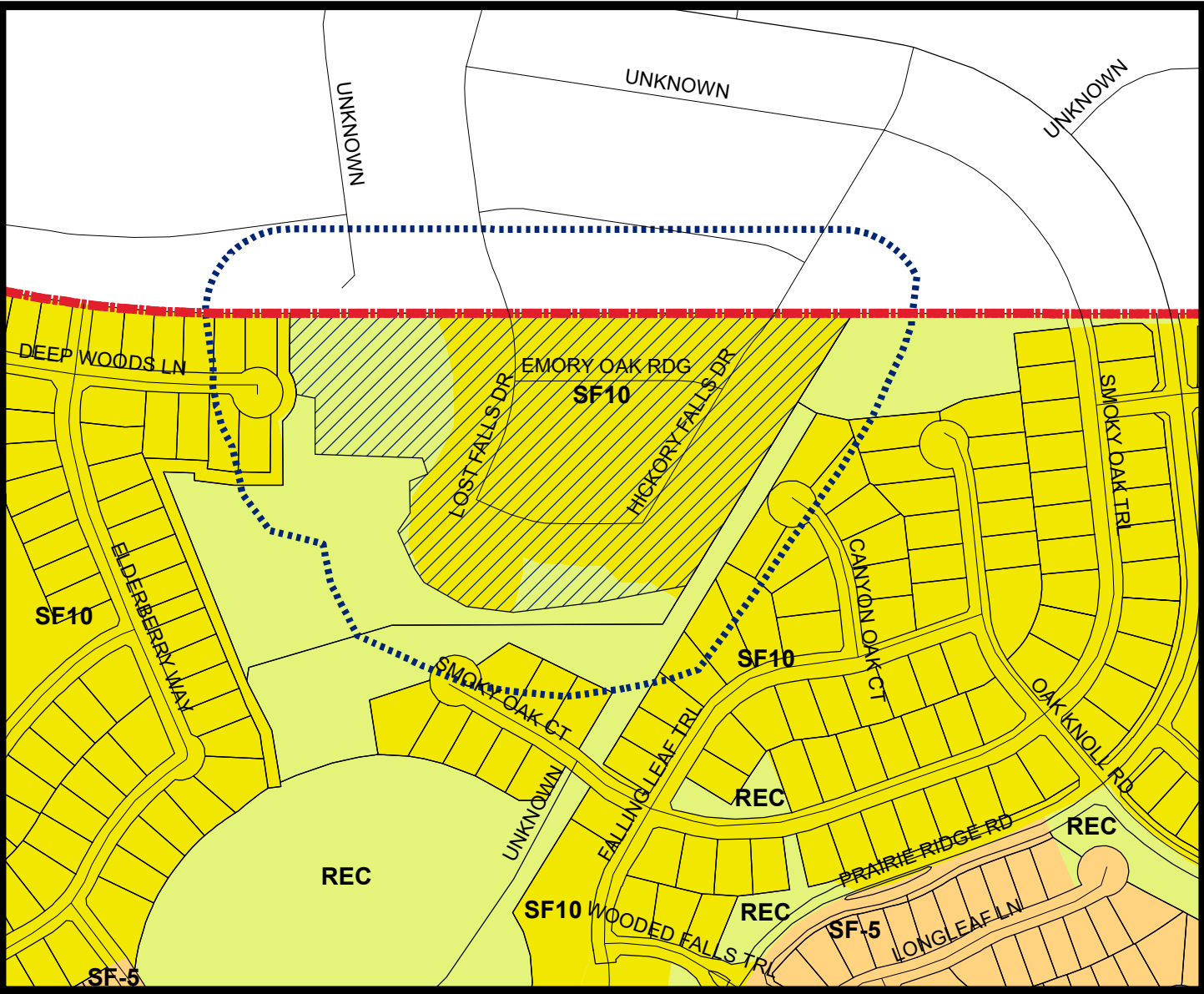
B. Application Details

1. Master Plan Exhibit



Vicinity Map

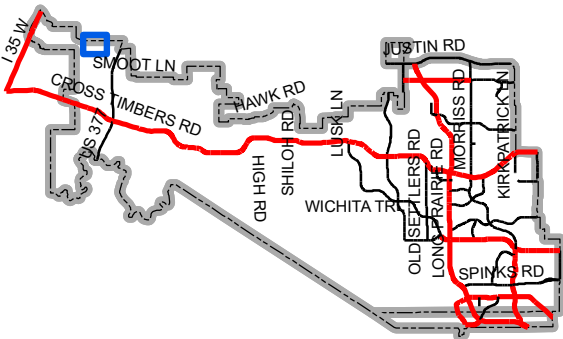
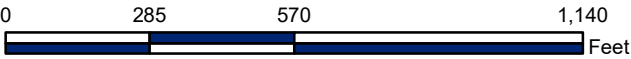
Reference Project: MPA19-0002 & ZPD19-0007



LEGEND

- Recreation
- Single Family 5
- Single Family 10

- Subject Property
- 200 ft Notification Buffer around Property



Map Location

July 11, 2019

Chuck Russell
Director of Development
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028

RE: Canyon Falls Letter of Intent – Master Plan Amendment

Dear Chuck,

Canyon Falls is a master planned community intended to provide a variety of single family residential and commercial uses that are compatible with the natural characteristics of the land (such as topography, drainage, vegetation and floodplain) to ensure a high-quality community.

Site Data

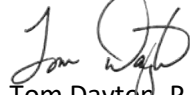
Subject Property Area:	516 acres
Current Land Use:	Denton Creek District with medium density, high density, regional campus commercial and commercial
Project Location:	North of FM 1171 in between I-35W and US 377
Proposed Use:	Single Family, commercial, regional commercial, open space
Single-family Lots:	Total allowable dwelling units per PD is 972 with 350 units developed under the high density land use

The purpose of this master plan amendment request is to provide better connectivity between Villages 10B & 12. As shown on the attached master plan exhibit, the area between Parcels 10 & 12 is proposed to be updated from open space to medium density residential. The proposed modification will connect the Villages and provide better connectivity within the Town of Flower Mound. This change will add 14 – SF-10 lots to the previous lot total of 811, giving a new lot total of 825; 147 lots below the maximum number of lots allowed. We are requesting that the 14 new lots be allowed to have the same front and side yard setback variance options that were permitted with ordinance #35-13 in August 2013. A revised setback exhibit showing the villages with this variance allowance has been included with this submittal.

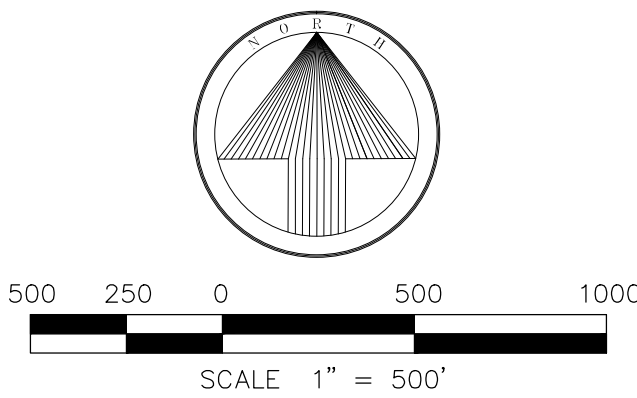
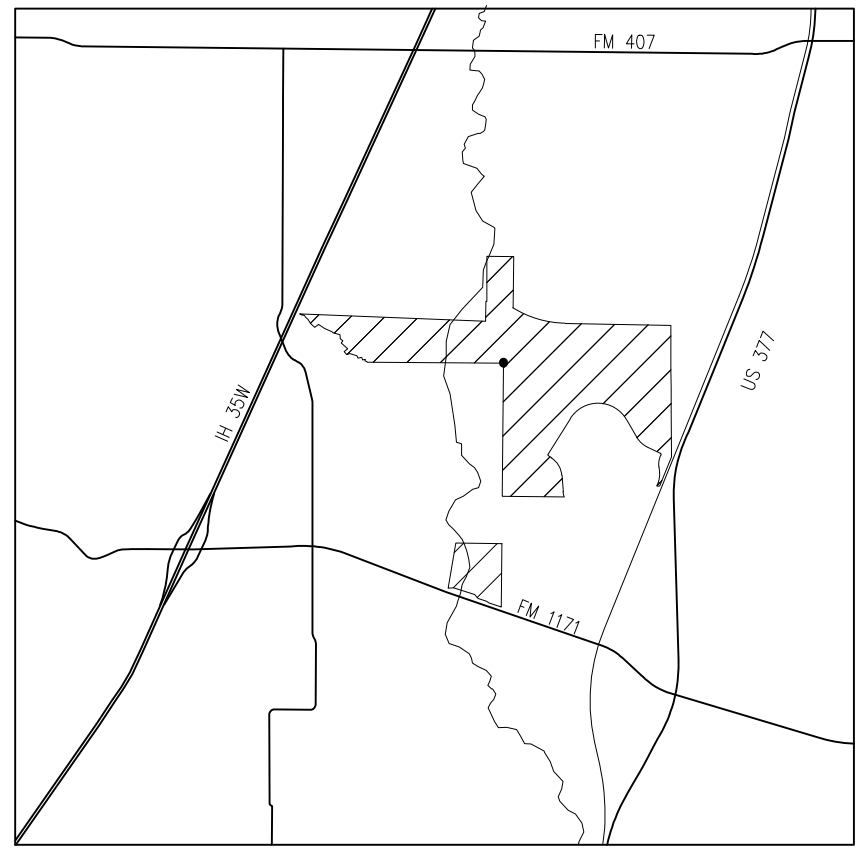
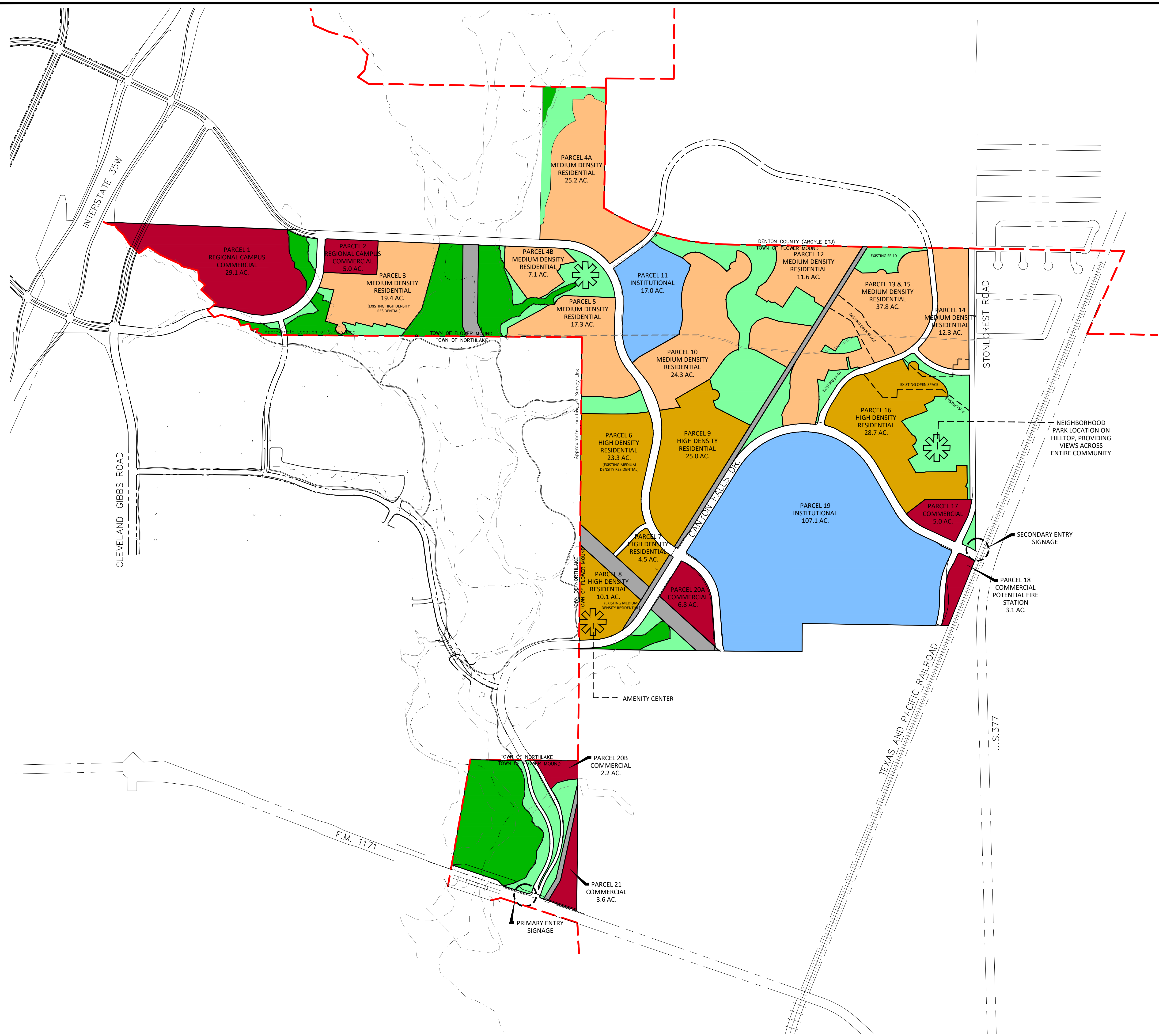
We appreciate your assistance with this application and look forward to working with you and the Town of Flower Mound on the Canyon Falls development.

Sincerely,

J. Volk Consulting, Inc.



Tom Dayton, P.E.
Vice President



MASTER PLAN FEATURES	
Land Use Plan	Denton Creek District w/medium density, high density, regional campus commercial, commercial
Specific Plans	Not within a Specific Area Plan
Urban Design Plan	Denton Creek District
Parks & Trails	Denton Creek District
Open Space Plan	N/A
Thoroughfare Plan	FM 1171 & US 377-Major Arterials, Canyon Falls Dr. & Erlangen Blvd.-Urban Minor Arterials, St. Clair-Urban Collector
Water Plan	Denton Creek District Service Area
Wastewater Plan	Denton Creek District Service Area

- NOTES**
1. DEVELOPMENT PLANS SHALL GENERALLY CONFORM TO PARCEL LIMITS SHOWN HEREON.
 2. GAS COLLECTION LINES ARE OPERATED BY THE ENSEARCH CORPORATION.

SUMMARY	ACRES (EXIST.)	ACRES (PROP.)
SINGLE FAMILY RESIDENTIAL LAND USE		
MEDIUM DENSITY RESIDENTIAL	174.1	155.16
HIGH DENSITY RESIDENTIAL	82.3	91.6
SUBTOTAL	256.4	246.76
REMAINING LAND USE		
REGIONAL CAMPUS COMMERCIAL	35.1	34.1
COMMERCIAL	19.5	20.7
FLOODPLAIN	56.5	55.24
INSTITUTIONAL	125.2	124.1
ROW	45.7	45.1
OPEN SPACE/EASEMENTS	79.7	94.1
AMENITY CENTER	3.0	3
TOTAL	621.1	623.1

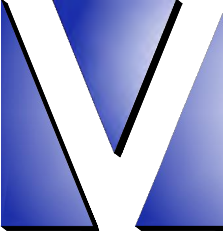
MASTER PLAN EXHIBIT CANYON FALLS

623.1 ACRES
IN THE M.E.P. & P.R.R. SURVEY -
ABSTRACT 922, J. WILBURN SURVEY -
ABSTRACT 1416, W. LOVE SURVEY -
ABSTRACT 728 & F. THORNTON SURVEY -
ABSTRACT 1244
TOWN OF FLOWER MOUND,
DENTON COUNTY, TEXAS

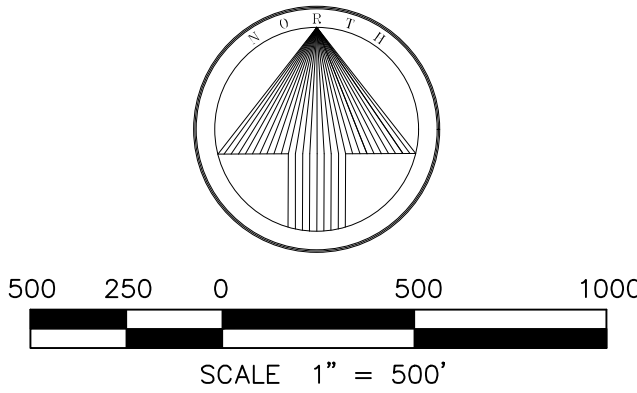
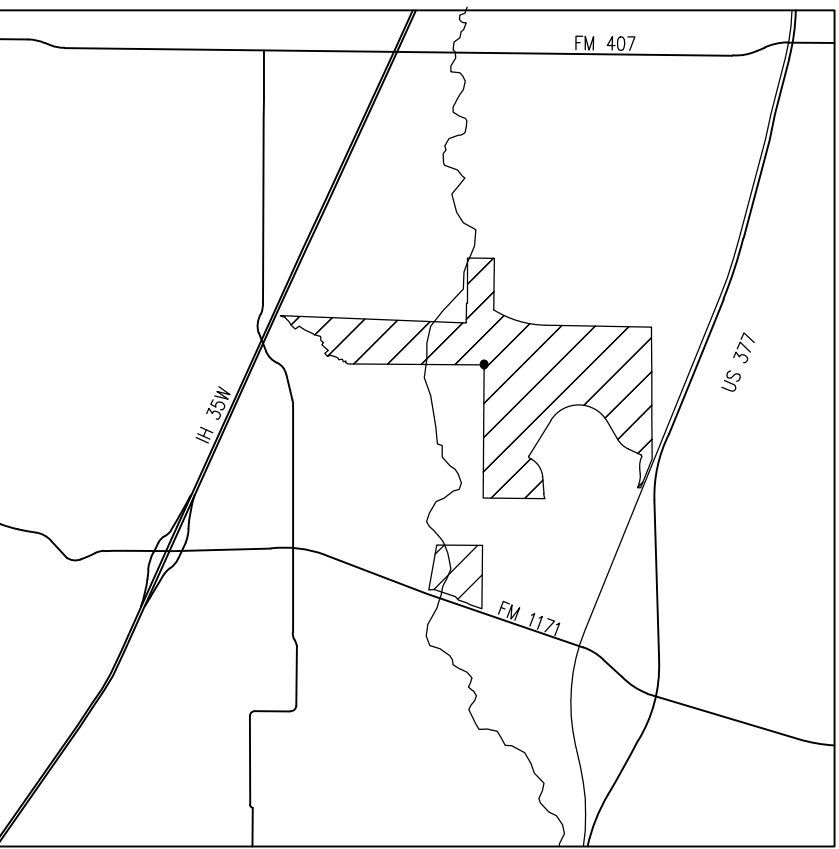
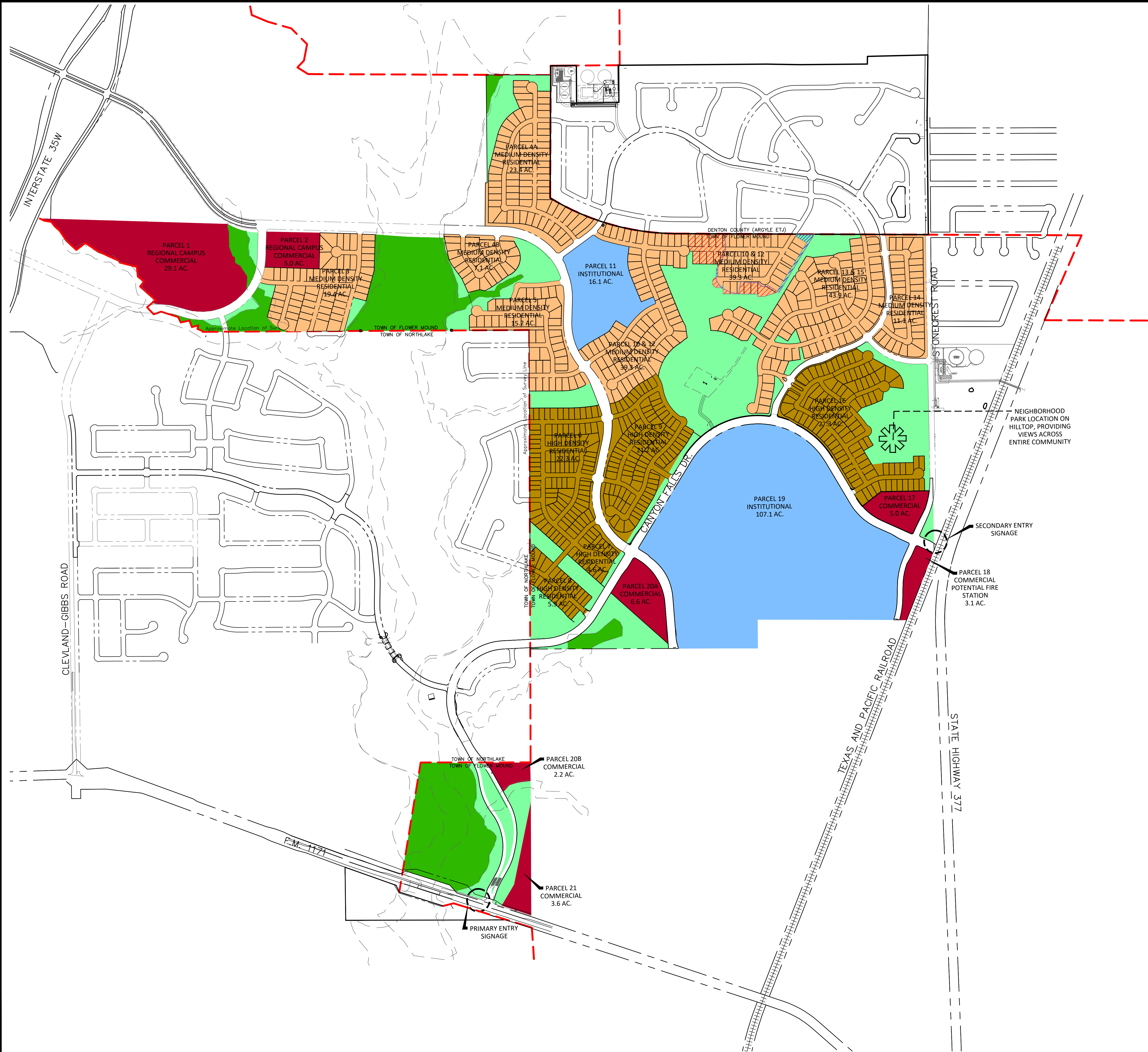
Date: 10 October 2012

THE FOLLOWING REPRESENTS THE
APPROVED DOCUMENT / GRAPHIC
P & Z 10/22/2012
T.C. 11/05/2012
SEE FILE FOR CONDITIONS MPA 11-12

OWNER/APPLICANT:
WS - DCF DEVELOPMENT
52 MASON STREET
GREENWICH, CT 06830



J. VOLK CONSULTING, INC.
800 East Campbell Road, Suite 120
Richardson, Texas 75081
972.201.3100
Texas Registration No. F-11962



- NOTES**
1. CURRENT ZONING DESIGNATION: PD
 2. PER THE PD, MAXIMUM LOT COUNT FOR THE PROPERTY IS 972 DWELLING UNITS WITH A MAXIMUM OF 350 UNITS DEVELOPED UNDER THE SF-5 ZONING DISTRICT
 3. DEVELOPMENT PLANS SHALL GENERALLY CONFORM TO PARCEL LIMITS
 4. GAS COLLECTION LINES ARE OPERATED BY THE ENSARCH CORPORATION.

SUMMARY		
SINGLE FAMILY RESIDENTIAL LAND USE	ACRES (EXIST.)	ACRES (PROP.)
MEDIUM DENSITY RESIDENTIAL	155.16	158.9
HIGH DENSITY RESIDENTIAL	91.6	86.6
SUBTOTAL	246.76	245.5
REMAINING LAND USE		
INSTITUTIONAL	124.1	123.3
REGIONAL CAMPUS COMMERCIAL	34.1	34.3
COMMERCIAL	20.7	20.5
FLOODPLAIN	55.2	55.2
ROW	45.1	45.7
OPEN SPACE/EASEMENTS	94.1	98.6
AMENITY CENTER	3.0	0
TOTAL	623.1	623.1

- MEDIUM DENSITY RESIDENTIAL TO OPEN SPACE
- OPEN SPACE TO MEDIUM DENSITY RESIDENTIAL

MASTER PLAN EXHIBIT CANYON FALLS

623.1 ACRES
IN THE M.E.P. & P.R.R. SURVEY -
ABSTRACT 922, J. WILBURN SURVEY -
ABSTRACT 1416, W. LOVE SURVEY -
ABSTRACT 728 & F. THORNTON SURVEY -
ABSTRACT 1244
TOWN OF FLOWER MOUND,
DENTON COUNTY, TEXAS

Date: 10 October 2012
Revised: 11 July 2019

OWNER/APPLICANT:
NASH CANYON FALLS, LLC
10940 WEST SAM HOUSTON PKWY.
SUITE 300
HOUSTON, TX 77064

J. VOLK
consulting
830 Central Parkway East, Suite 300
Plano, TX 75074
972.201.3100 Texas Registration No. F-11962

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 2.0, AREA PLANS, OF THE MASTER PLAN BY AMENDING ORDINANCE NO. 24-01, IN PART, WHICH ADOPTED THE MASTER PLAN, TO CHANGE THE CURRENT LAND USE REFLECTED ON THE DENTON CREEK DISTRICT AREA PLAN MAP FROM MEDIUM DENSITY RESIDENTIAL USES TO OPEN SPACE AND OPEN SPACE TO MEDIUM DENSITY RESIDENTIAL USES ON APPROXIMATELY 15.169 ACRES OF LAND SITUATED IN THE F. THORNTON SURVEY, ABSTRACT NUMBER 1244, IDENTIFIED AS PARCEL/VILLAGE 12 AND THE SURROUNDING AREA WITHIN THE CANYON FALLS DEVELOPMENT; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Land Use Plan Map contained in the Land Use Plan of the Town Master Plan depicts, by distinct colors, the various land uses in the Town; and,

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owner of the property described as approximately 15.169 acres of land situated in the F. Thornton Survey, Abstract No. 1244, Denton County, Texas, and more fully described in Exhibit "A" hereto, has filed an application for a Master Plan Amendment to change the current land use reflected on the Denton Creek District Area Plan Map from Medium Density Residential uses to Open Space and Open Space to Medium Density Residential uses; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas, held a public hearing on July 22, 2019, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on August 19, 2019, with respect to the Master Plan Amendment described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 213 of the Local Government Code, Chapter 78, of the Land Development Regulations, and all other laws dealing with notice, publication and procedural requirements for the approval of a Master Plan Amendment on the property;

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

SECTION 1

The Master Plan of the Town of Flower Mound, Texas, as amended, is hereby amended to change the land use designation on the hereinafter described property and area as shown below:

Approximately 15.169 acres of land situated in the F. Thornton Survey, Abstract No. 1244, Denton County, Texas, and more fully described in Exhibit "A" hereto

Section 2.0, Area Plans, of the Master Plan is hereby amended to change the current land use reflected on the Denton Creek District Area Plan Map from Medium Density Residential uses to Open Space and Open Space to Medium Density Residential uses as depicted on Exhibit "B," attached hereto and incorporated for all purposes.

SECTION 2

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

SECTION 3

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

SECTION 4

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

SECTION 5

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

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

APPROVED:

Steve Dixon, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**

EXHIBIT "A"

LEGAL DESCRIPTION

BEING a tract of land located in the F. Thornton Survey, Abstract No. 1244, Town of Flower Mound, Denton County, Texas, and being described in deed to NASH CANYON FALLS, LLC according to Instrument No. D2015-34494 of the Deed Records of Denton County, Texas, (DRDCT) and being more particularly described as follows:

BEGINNING at a 1/2 inch iron with yellow plastic cap stamped "JVC" found and being the northeast corner of the Canyon Falls Village 10B Record Plat as recorded in Instrument No. D2018-275 of the (PRDCT).

Thence bearing S 89° 45' 49" E a distance of 1371.96 feet to a point for a corner;

Thence bearing S 31° 21' 28" W a distance of 740.28 feet to a point for a corner;

Thence bearing N 58° 38' 32" W a distance of 22.00 feet to a point for a corner;

Thence bearing S 31° 21' 28" W a distance of 18.21 feet to a point for a corner;

Thence bearing S 72° 49' 43" W a distance of 141.36 feet to a point for a corner;

Thence bearing S 89° 45' 49" W a distance of 67.50 feet to a point for a corner;

Thence bearing N 0° 14' 09" E a distance of 26.24 feet to a point for a corner;

Thence bearing N 89° 45' 48" W a distance of 211.00 feet to a point for a corner;

Thence bearing N 89° 28' 30" W a distance of 165.00 feet to a point for a corner;

Thence bearing N 0° 14' 12" E a distance of 56.81 feet to a point for a corner;

Thence bearing N 63° 18' 57" W a distance of 29.11 feet to a point for a corner;

Thence bearing N 31° 21' 40" W a distance of 4.64 feet to a point for a corner;

Thence along a curve to the Right, having a radius of 60.00 feet, a delta angle of 192° 04' 49", and whose long chord bears N 24° 26' 33" W a distance of 119.33. Northwestery, with said curve to the right, an arc distance of 201.15 feet to a point for a corner;

Thence bearing N 3° 10' 35" E a distance of 92.22 feet to a point for a corner;

Thence bearing N 35° 24' 11" E a distance of 25.08 feet to a point for a corner;

Thence bearing N 0° 14' 12" E a distance of 28.55 feet to a point for a corner;

Thence bearing N 89° 28' 25" W a distance of 273.92 feet to a point for a corner;

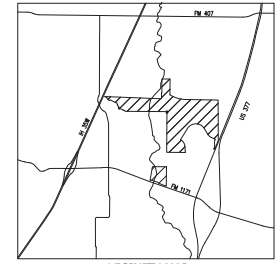
Thence bearing N 0° 31' 35" E a distance of 138.00 feet to a point for a corner;

Thence bearing N 89° 28' 25" W a distance of 34.67 feet to a point for a corner;

Thence along a curve to the LEFT, having a radius of 60.00 feet, a delta angle of 46° 00' 18", and whose long chord bears N 19° 17' 55" W a distance of 46.89. Northwestery, with said curve to the left, an arc distance of 48.18 feet to a point for a corner;

Thence bearing N 0° 14' 11" E a distance of 146.11 feet to the point of beginning.

CONTAINING within these metes and bounds 15.169 acres or 660,757.17 square feet of land more or less.



VICINITY MAP
N.T.S.



NOTES

1. CURRENT ZONING DESIGNATION: PD
2. PER THE PD, MAXIMUM LOT COUNT FOR THE PROPERTY IS 972 DWELLING UNITS WITH A MAXIMUM OF 350 UNITS DEVELOPED UNDER THE SF-S ZONING DISTRICT
3. DEVELOPMENT PLANS SHALL GENERALLY CONFORM TO PARCEL LIMITS
4. GAS COLLECTION LINES ARE OPERATED BY THE INSEARCH CORPORATION.

SUMMARY		ACRES (EXT.)	ACRES (PROP.)
SINGLE FAMILY RESIDENTIAL (LAND USE)			
Orange	MEDIUM DENSITY RESIDENTIAL	335.38	138.75
Orange	HIGH DENSITY RESIDENTIAL	91.6	96.00
	SUBTOTAL	246.76	245.00
REMAINING LAND USE			
Blue	INSTITUTIONAL	124.1	123.00
Blue	REGIONAL CAMPUS COMMERCIAL	34.1	34.00
Blue	COMMERCIAL	20.0	20.00
Blue	FLOODPLAIN	53.2	55.00
White	ROW	45.1	45.00
Green	OPEN SPACE/EASEMENTS	34.1	98.00
Green	AMENITY CENTER	3.0	0.00
	TOTAL	623.1	623.00

 MEDIUM DENSITY RESIDENTIAL TO OPEN SPACE OPEN SPACE TO MEDIUM DENSITY RESIDENTIAL

MASTER PLAN EXHIBIT
CANYON FALLS

623.1 ACRES
IN THE M.E.P. & P.R.R. SURVEY -
ABSTRACT 922, J. WILBURN SURVEY -
ABSTRACT 1416, W. LOVE SURVEY -
ABSTRACT 728 & F. THORNTON SURVEY
ABSTRACT 1244
TOWN OF FLOWER MOUND,
DENTON COUNTY, TEXAS

Date: 10 October 2012
Revised: 11 July 2019

OWNER/APPLICANT:
NASH CANYON FALLS, LLC
10940 WEST SAM HOUSTON PKWY.
SUITE 300
HOUSTON, TX 77064



J. VOLK
consulting

830 Central Parkway East, Suite 300
Plano, TX 75074
972.201.3100 Texas Registration No. F-11962

July 25, 2019

Poornima Kashyap
Senior Planner
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028

RE: Canyon Falls Letter of Appeal – ZPD19-0007 & MPA19-0002

Dear Poornima,

We would like to formally request an appeal to Council on the Planning & Zoning recommendation for denial of the subject items above. We understand that these items will be placed on the agenda for the next Council meeting on August 5, 2019.

We appreciate your assistance with this request.

Sincerely,

J. Volk Consulting, Inc.

A handwritten signature in black ink, appearing to read "Tom Dayton", is positioned above the printed name and title.

Tom Dayton, P.E.
Vice President



TOWN COUNCIL AGENDA ITEM NO. 15

REGULAR ITEM

DATE: August 19, 2019

FROM: Poornima Kashyap, Senior Planner

ITEM: **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) uses 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 providing for said amendment subject to the terms and conditions in the attached Development Agreement and authorization for Mayor to execute same on behalf of the Town. The property is generally located 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.)**

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. Pursuant to the applicable sections of the Town's code of ordinances, the applicant may appeal a denial recommendation by the Planning and Zoning Commission to the Town Council by filing a request in writing within ten days of the action by the Planning and Zoning Commission. Staff received a letter from the applicant on July 25, 2019, appealing the denial recommendation by the Planning and Zoning Commission [see Attachment A(3)]. On July 31, 2019, the applicant requested to postpone their Town Council hearing until August 19, 2019.

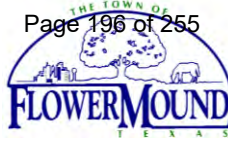
The attached Development Agreement (DA) mainly address the proposed Fire Station No. 6 land swap, right-of-way dedication, construction, timing, and funding of a portion of Denton Creek Boulevard and certain landscape installations within the area of consideration.

ATTACHMENTS:

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

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

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



PLANNING AND ZONING COMMISSION

AGENDA ITEM NO: 7

REGULAR ITEM

DATE: July 22, 2019

FROM: Poornima Kashyap, Senior Planner

ITEM: 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. The property is generally located north of Cross Timbers Road and between Interstate 35W and U.S. 377.

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

The project has a companion application, Master Plan Amendment (MPA19-0002), for consideration on the same agenda. Approval of this rezoning request is contingent upon approval of the Master Plan Amendment.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

Canyon Falls is a 1,129.28 acre master-planned community out of which 623 acres are located within the Town limits. The remainder of the project is located within Northlake and Denton County (Argyle Extra Territorial Jurisdiction). Canyon Falls is located within the Denton Creek District Area Plan. The Town's Land Use Plan designates Canyon Falls as having a mixture of uses, including Medium Density Residential, High Density Residential, Commercial, Regional Campus Commercial, Open Space and Floodplain. The zoning map depicts zoning districts that correspond to the land use designation.

The applicant is requesting rezoning on approximately 0.65 acres from Single Family District -10 (SF-10) uses to Open Space and approximately 4.01 acres from Open Space to Single Family District -10 (SF-10) uses. As a part of this rezoning request, the applicant is requesting setback modifications for the proposed 14 lots that connect Village 10B and Village 12.

Development Standard	Required SF-10 standards	Approved modifications for Villages 3, 5, 10A, 10B, 12, 13, and 14	Proposed modifications for additional 14 lots within Village 12
Min. Lot Size	10,000 sq.ft	10,000 sq. ft.	10,000 sq. ft.
Min. Lot Width	70 ft.	70 ft.	70 ft.
Min. Front Yard	25 ft.	15 ft. (only for lots with J-swing garages)	15 ft. (only for lots with J-swing garages)
Min. Side Yard	10 ft.	7.5 ft. (only if lot depth $\geq$ 130 ft) Village 5: 7.5 ft. (only if lot width $\geq$ 80 ft)	7.5 ft. (only if lot depth $\geq$ 130 ft)
Min. Rear Yard	25 ft.	25 ft.	25 ft.

The residential density within the Canyon Falls development is limited to a maximum of 972 dwelling units. All residentially zoned Villages except Village 3 have an approved development plan and/or a record plat. Per the approved and proposed concept plan, the maximum number of lots that could be permitted within Village 3 is 79. Including the number of lots permitted within Village 3, the total number of residential lots approved is 811. The proposed amendment adds 14 lots within Village 12, increasing the total number of residential lots to 825 which is still 147 dwelling units below the permitted 972.

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 zoning amendment requests. At the time this report was written, the Town had received several phone calls and emails requesting additional information. Staff also received approximately 10 correspondence in opposition to the request. All written correspondence was sent directly to the Planning and Zoning Commission according to the new public communication process.

III. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent
3. 2012 Zoning Exhibit

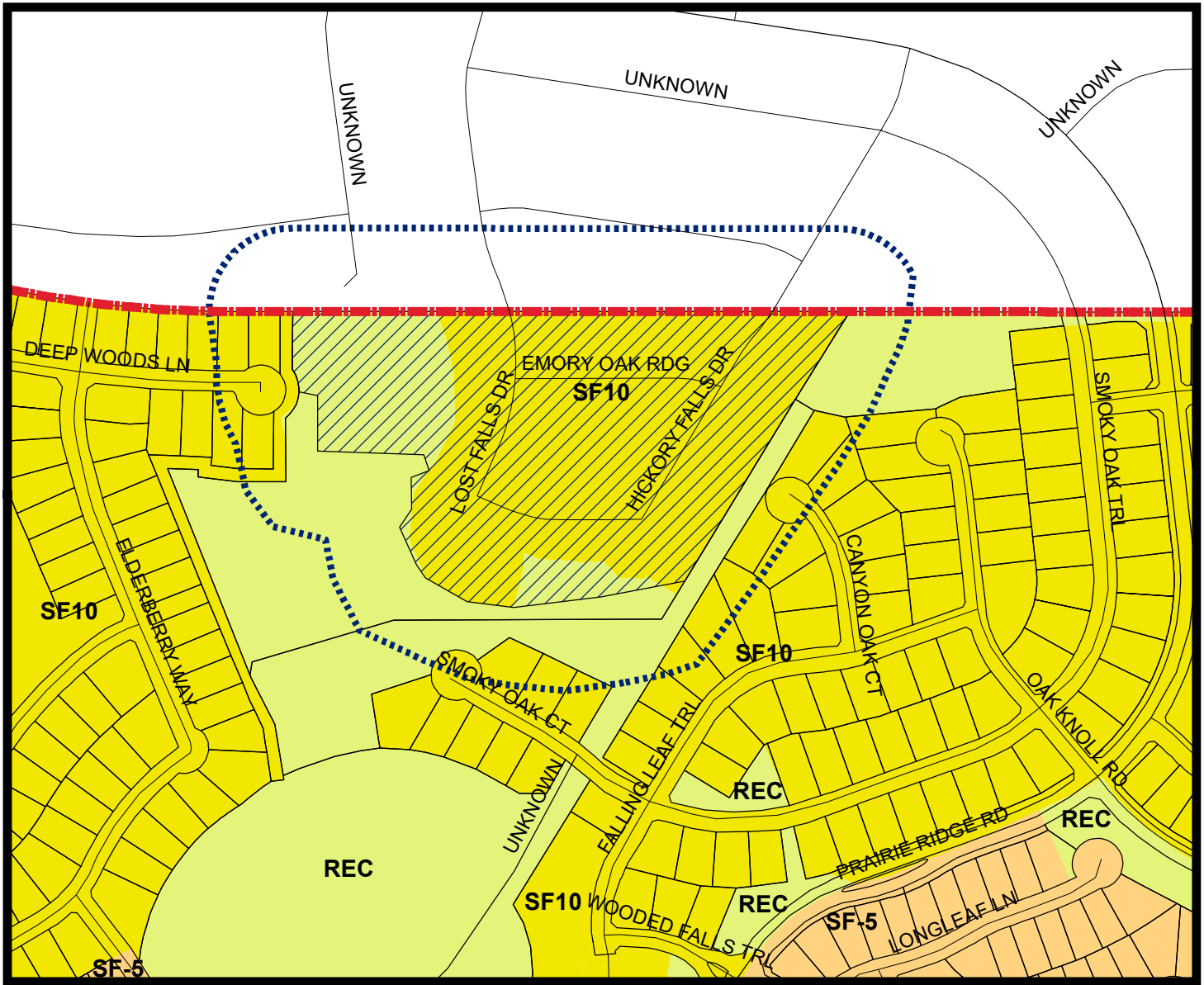
B. Application Details

1. Zoning Planned Development Package

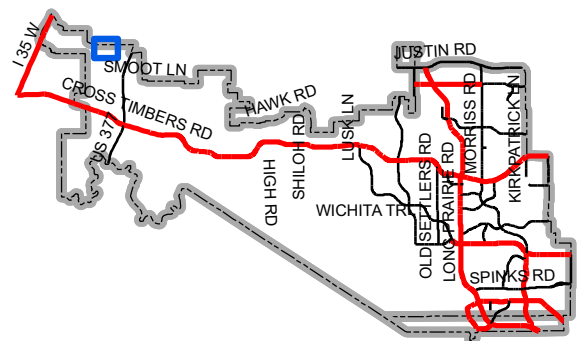
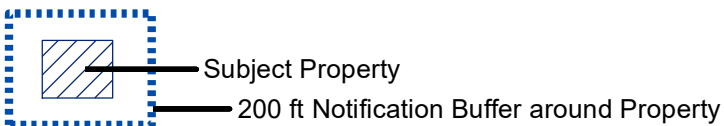


Vicinity Map

Reference Project: MPA19-0002 & ZPD19-0007



LEGEND



Map Location

July 11, 2019

Chuck Russell
Director of Development
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028

RE: Canyon Falls Letter of Intent – Zoning Amendment

Dear Chuck,

Canyon Falls is a master planned community intended to provide a variety of single family residential and commercial uses that are compatible with the natural characteristics of the land (such as topography, drainage, vegetation and floodplain) to ensure a high-quality community.

Site Data

Subject Property Area:	516 acres
Current Land Use:	Denton Creek District with medium density, high density, regional campus commercial and commercial
Project Location:	North of FM 1171 in between I-35W and US 377
Proposed Use:	Single Family, commercial, regional commercial, open space
Single-family Lots:	Total allowable dwelling units per PD is 972 with 350 units developed under the high density land use

The purpose of this master plan amendment request is to provide better connectivity between Villages 10B & 12. As shown on the attached master plan exhibit, the area between Parcels 10 & 12 is proposed to be updated from open space to medium density residential. The proposed modification will connect the Villages and provide better connectivity within the Town of Flower Mound. This change will add 14 – SF-10 lots to the previous lot total of 811, giving a new lot total of 825; 147 lots below the maximum number of lots allowed. We are requesting that the 14 new lots be allowed to have the same front and side yard setback variance options that were permitted with ordinance #35-13 in August 2013. A revised setback exhibit showing the villages with this variance allowance has been included with this submittal.

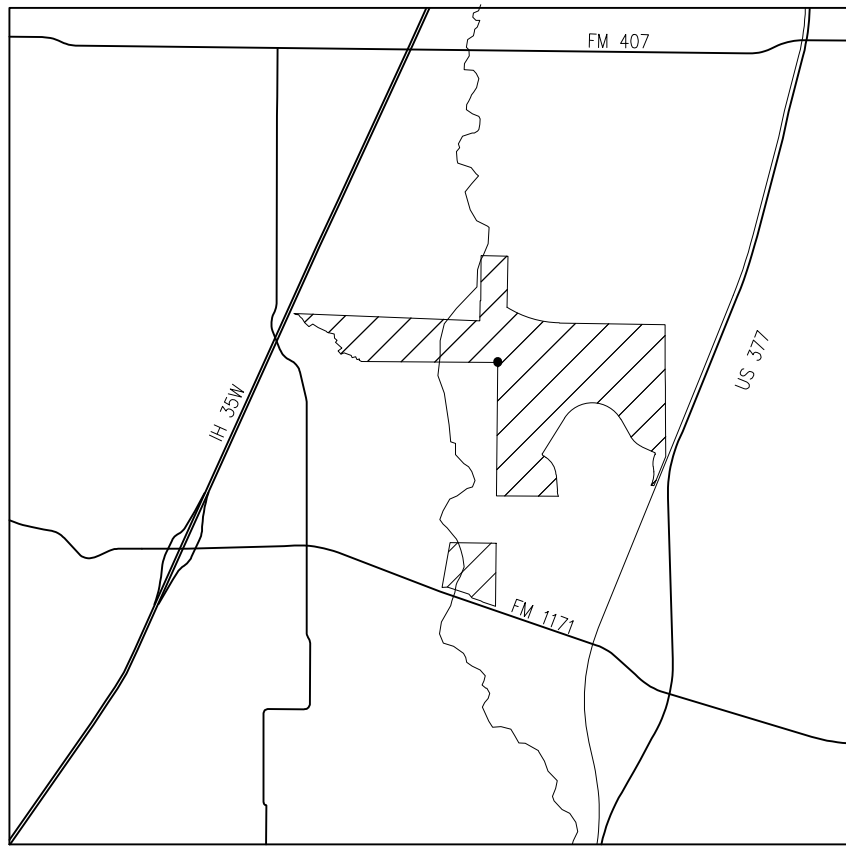
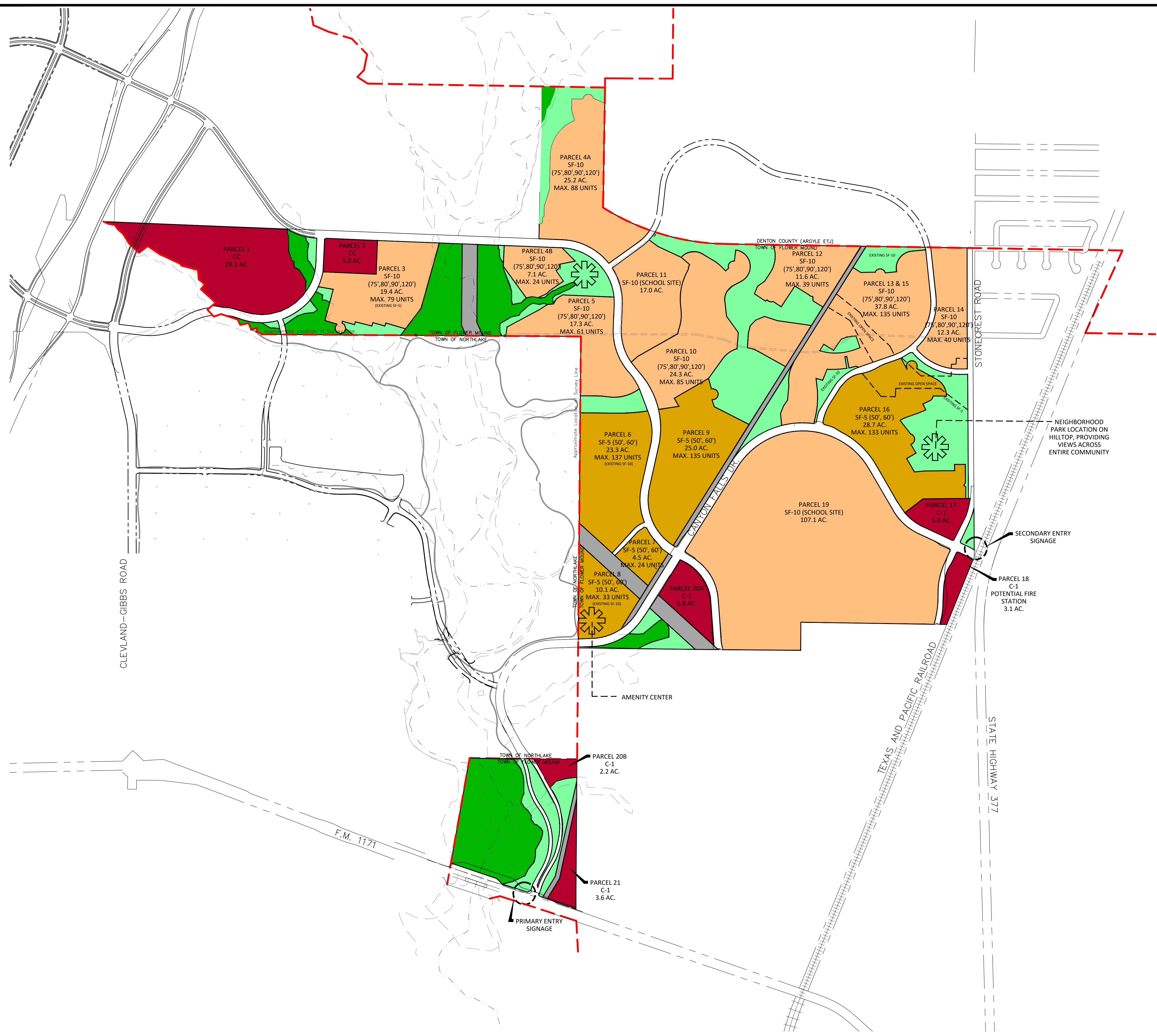
We appreciate your assistance with this application and look forward to working with you and the Town of Flower Mound on the Canyon Falls development.

Sincerely,

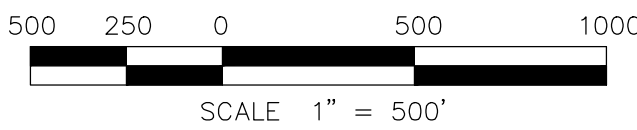
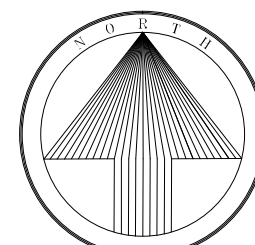
J. Volk Consulting, Inc.



Tom Dayton, P.E.
Vice President



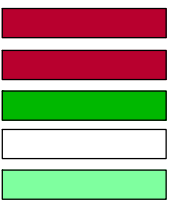
VICINITY MAP
N.T.S.



MASTER PLAN FEATURES	
Land Use Plan	Denton Creek District
Specific Plans	Not within a Specific Area Plan
Urban Design Plan	Denton Creek District
Parks & Trails	Denton Creek District
Open Space Plan	N/A
Thoroughfare Plan	FM 1171 & US 377-Major Arterials, Canyon Falls Dr. & Erlangen Blvd.-Urban Minor Arterials, St. Clair-Urban Collector
Water Plan	Denton Creek District Service Area
Wastewater Plan	Denton Creek District Service Area

- NOTES**
1. CURRENT ZONING DESIGNATION: PD
 2. PER THE PD, MAXIMUM LOT COUNT FOR THE PROPERTY IS 972 DWELLING UNITS WITH A MAXIMUM OF 350 UNITS DEVELOPED UNDER THE SF-5 ZONING DISTRICT
 3. DEVELOPMENT PLANS SHALL GENERALLY CONFORM TO PARCEL LIMITS SHOWN HEREON.
 4. GAS COLLECTION LINES ARE OPERATED BY THE ENSEARCH CORPORATION.

SUMMARY	ACRES (EXIST.)	ACRES (PROP.)
SINGLE FAMILY RESIDENTIAL LAND USE		
SF-10	299.3	279.26
SF-5	82.3	91.6
SUBTOTAL	381.6	370.86
REMAINING LAND USE		
CC	35.1	34.1
C-1	19.5	20.7
FLOODPLAIN	56.5	55.24
ROW	45.7	45.1
OPEN SPACE/EASEMENTS	79.7	94.1
AMENITY CENTER	3.0	3
TOTAL	621.1	623.1



ZONING EXHIBIT CANYON FALLS

623.1 ACRES
IN THE M.E.P. & P.R.R. SURVEY -
ABSTRACT 922, J. WILBURN SURVEY -
ABSTRACT 1416, W. LOVE SURVEY -
ABSTRACT 728 & F. THORNTON SURVEY -
ABSTRACT 1244
TOWN OF FLOWER MOUND,
DENTON COUNTY, TEXAS

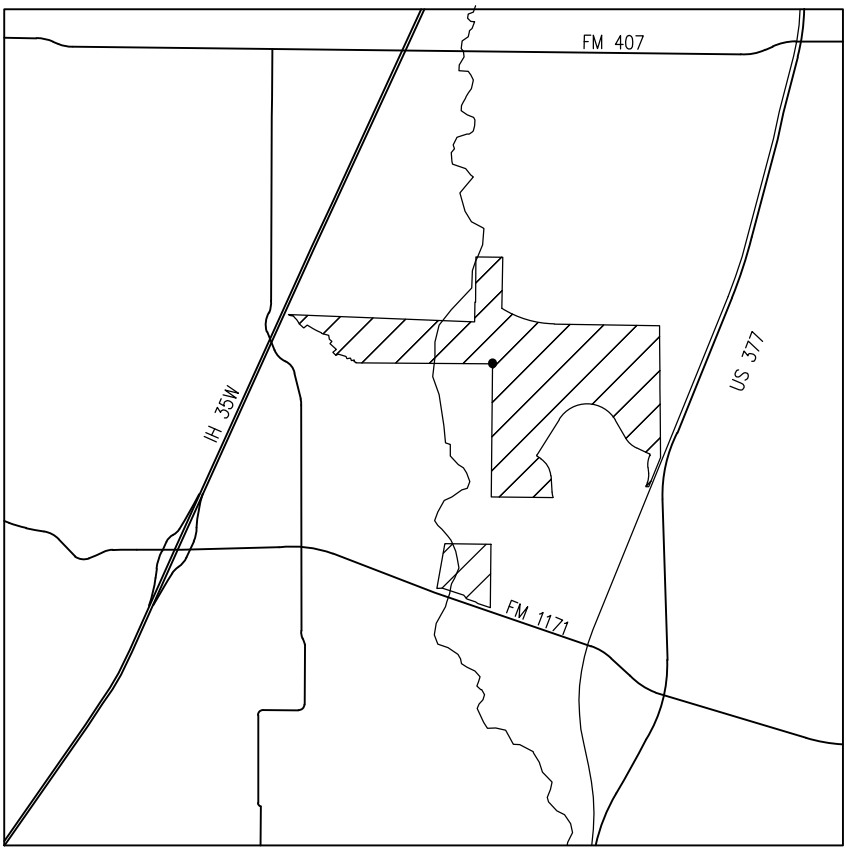
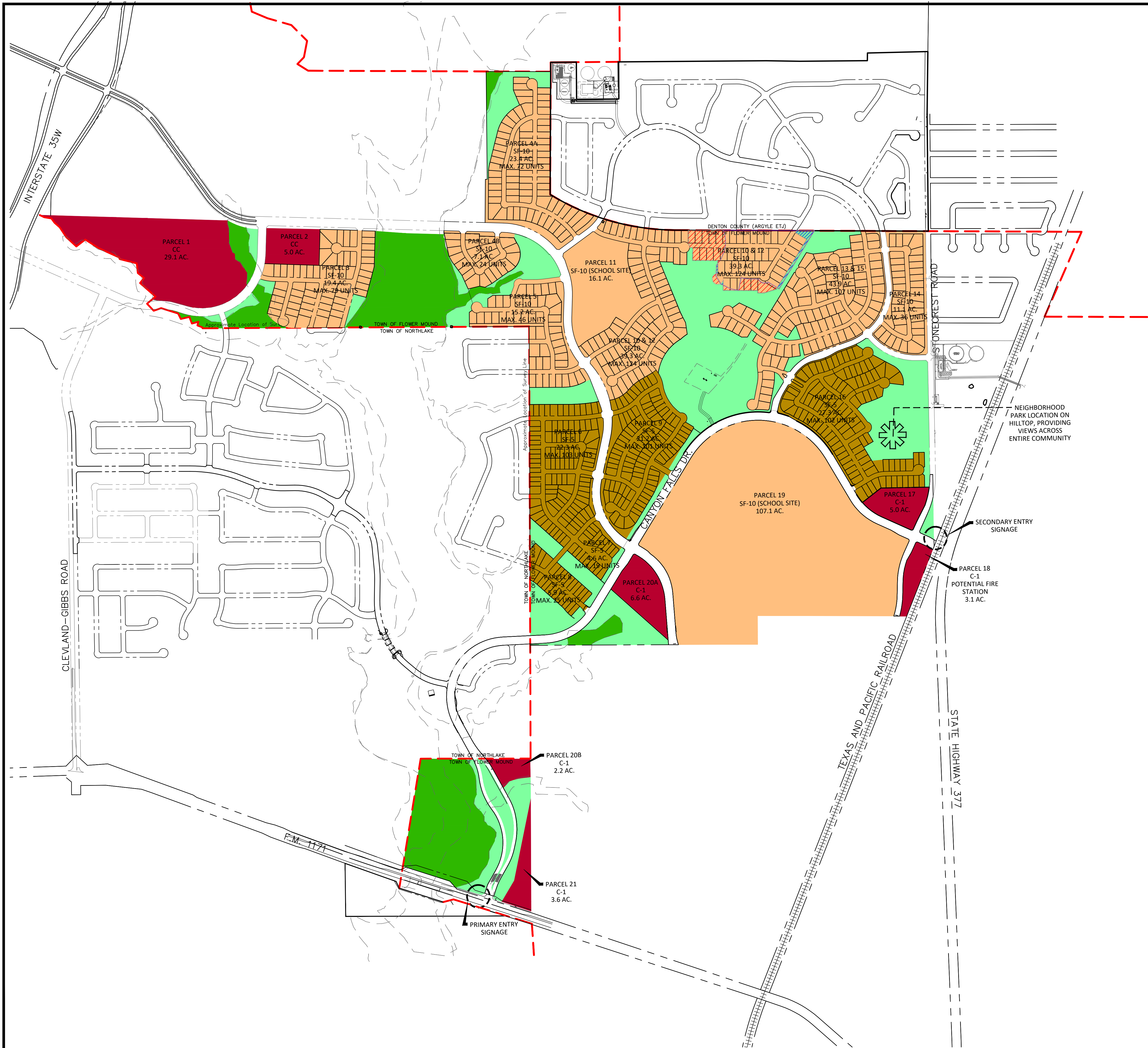
Date: 10 September 2012
Revised: 27 September 2012

THE FOLLOWING REPRESENTS THE
APPROVED DOCUMENT / GRAPHIC
P & Z 10/22/2012
T C 11/05/2012
SEE FILE FOR CONDITIONS_ZPD 09-12

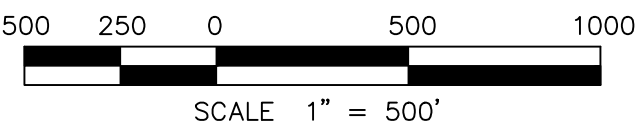
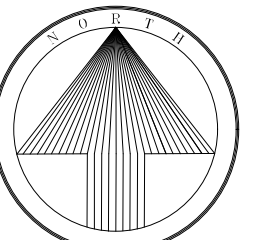
OWNER/APPLICANT:
WS - DCF DEVELOPMENT
52 MASON STREET
GREENWICH, CT 06830



J. VOLK CONSULTING, INC.
800 East Campbell Road, Suite 120
Richardson, Texas 75081
972.201.3100
Texas Registration No. F-11962



VICINITY MAP
N.T.S.



- NOTES**
1. CURRENT ZONING DESIGNATION: PD
 2. PER THE PD, MAXIMUM LOT COUNT FOR THE PROPERTY IS 972 DWELLING UNITS WITH A MAXIMUM OF 350 UNITS DEVELOPED UNDER THE SF-5 ZONING DISTRICT
 3. DEVELOPMENT PLANS SHALL GENERALLY CONFORM TO PARCEL LIMITS
 4. GAS COLLECTION LINES ARE OPERATED BY THE ENSEARCH CORPORATION.

SUMMARY	2012	CURRENT/PROP.
SINGLE FAMILY RESIDENTIAL	ACRES (EXIST.)	ACRES (PROP.)
SF-10 (Inc. Medium Density & Institutional)	279.26	282.21
SF-5	91.6	86.6
SUBTOTAL	370.86	368.81
REMAINING ZONING		
CC	34.1	34.3
C-1	20.7	20.5
FLOODPLAIN	55.2	55.2
ROW	45.1	45.7
OPEN SPACE/EASEMENTS	94.1	98.6
AMENITY CENTER	3.0	0
TOTAL	623.1	623.1

 MEDIUM DENSITY RESIDENTIAL TO OPEN SPACE

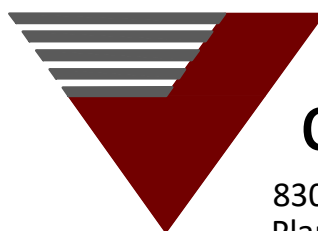
 OPEN SPACE TO MEDIUM DENSITY RESIDENTIAL

ZONING EXHIBIT CANYON FALLS

623.1 ACRES
IN THE M.E.P. & P.R.R. SURVEY -
ABSTRACT 922, J. WILBURN SURVEY -
ABSTRACT 1416, W. LOVE SURVEY -
ABSTRACT 728 & F. THORNTON SURVEY -
ABSTRACT 1244
TOWN OF FLOWER MOUND,
DENTON COUNTY, TEXAS

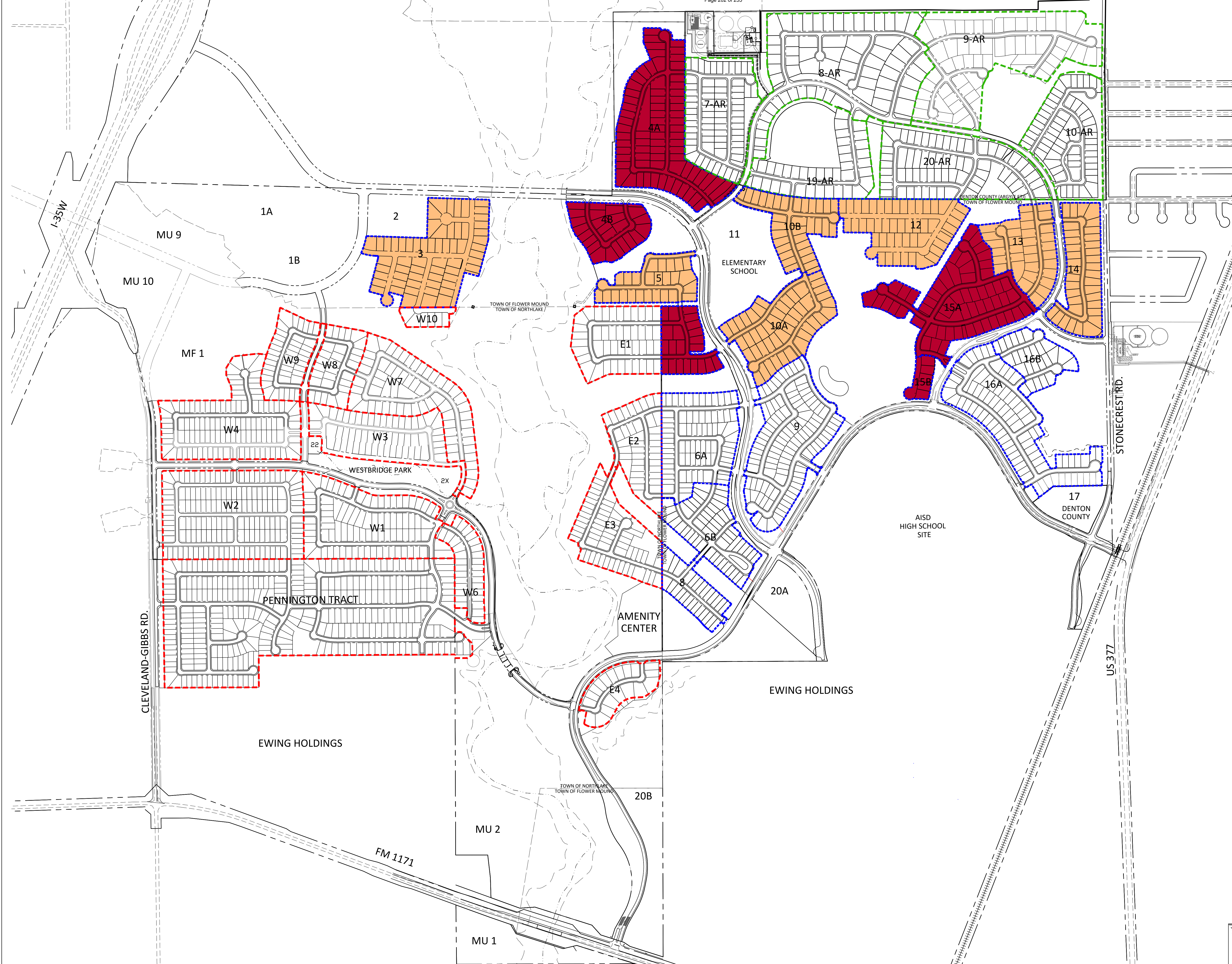
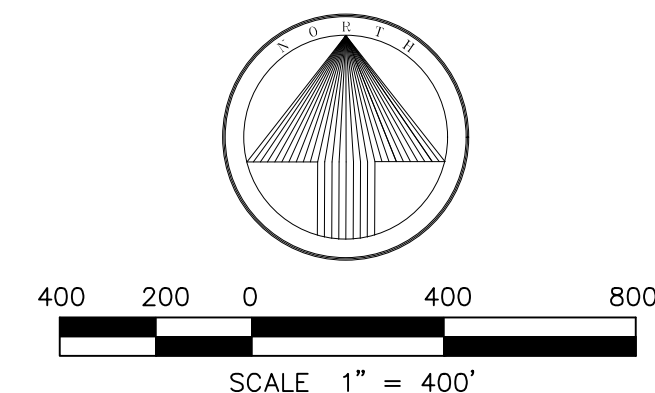
Date: 10 October 2012
Revised: 11 July 2019

OWNER/APPLICANT:
NASH CANYON FALLS, LLC
10940 WEST SAM HOUSTON PKWY.
SUITE 300
HOUSTON, TX 77064



J. VOLK
consulting

830 Central Parkway East, Suite 300
Plano, TX 75074
972.201.3100 Texas Registration No. F-11962



279 LOTS WITHIN THE SF-10 VILLAGES ARE PROPOSED TO HAVE THE SIDEYARD SETBACK MODIFICATION. THAT REPRESENTS 34.5% OF THE TOTAL NUMBER OF FLOWER MOUND LOTS WITHIN CANYON FALLS AND 61.0% OF THE TOTAL NUMBER OF SF-10 LOTS WITHIN CANYON FALLS.

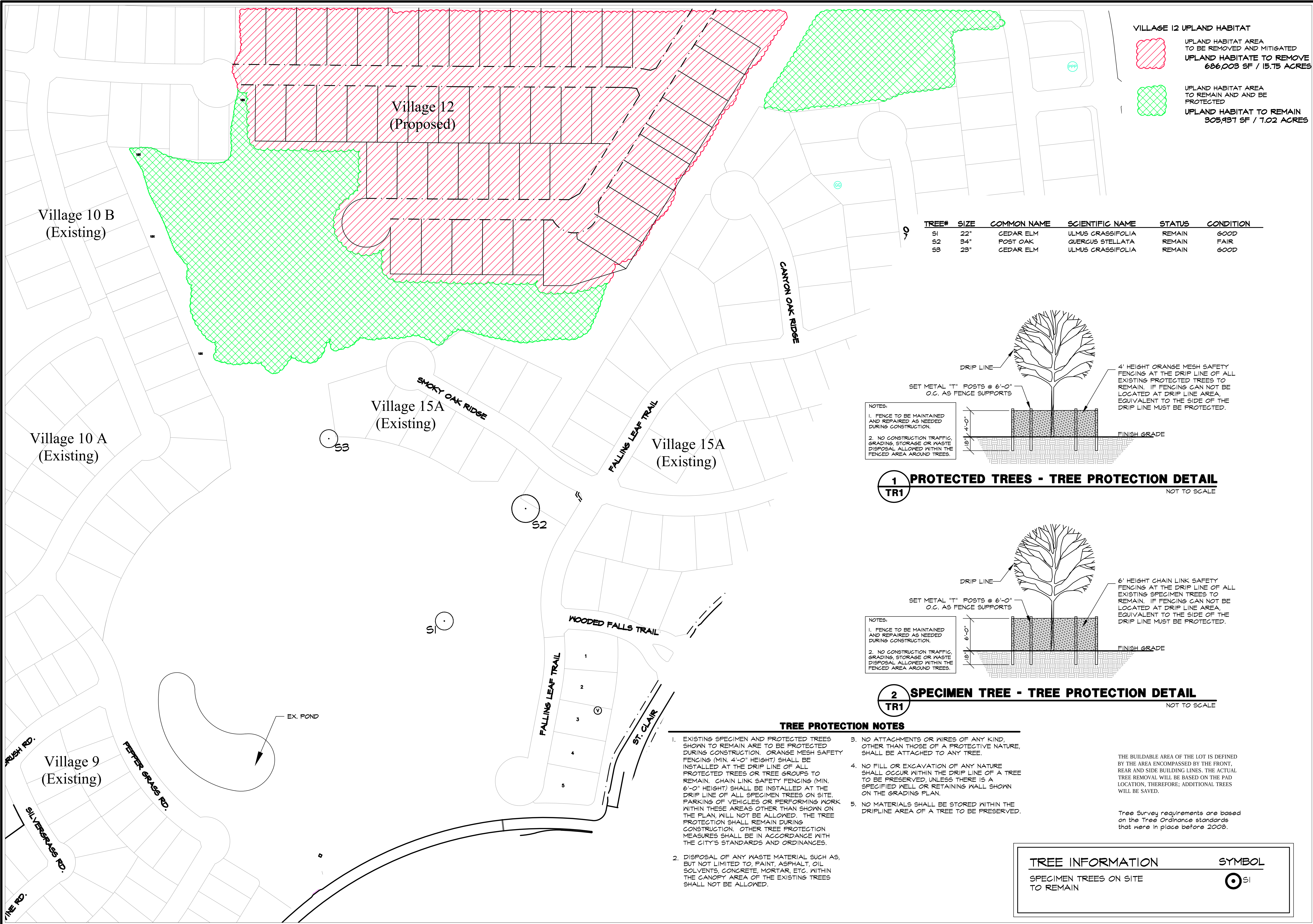
-  SF-10 VILLAGES WHERE SIDEYARD SETBACK MODIFICATION IS BEING REQUESTED
-  SF-10 VILLAGES WHERE SIDEYARD SETBACK MODIFICATION IS NOT BEING REQUESTED

SF-10 PROPOSED SIDEYARD SETBACK CANYON FALLS

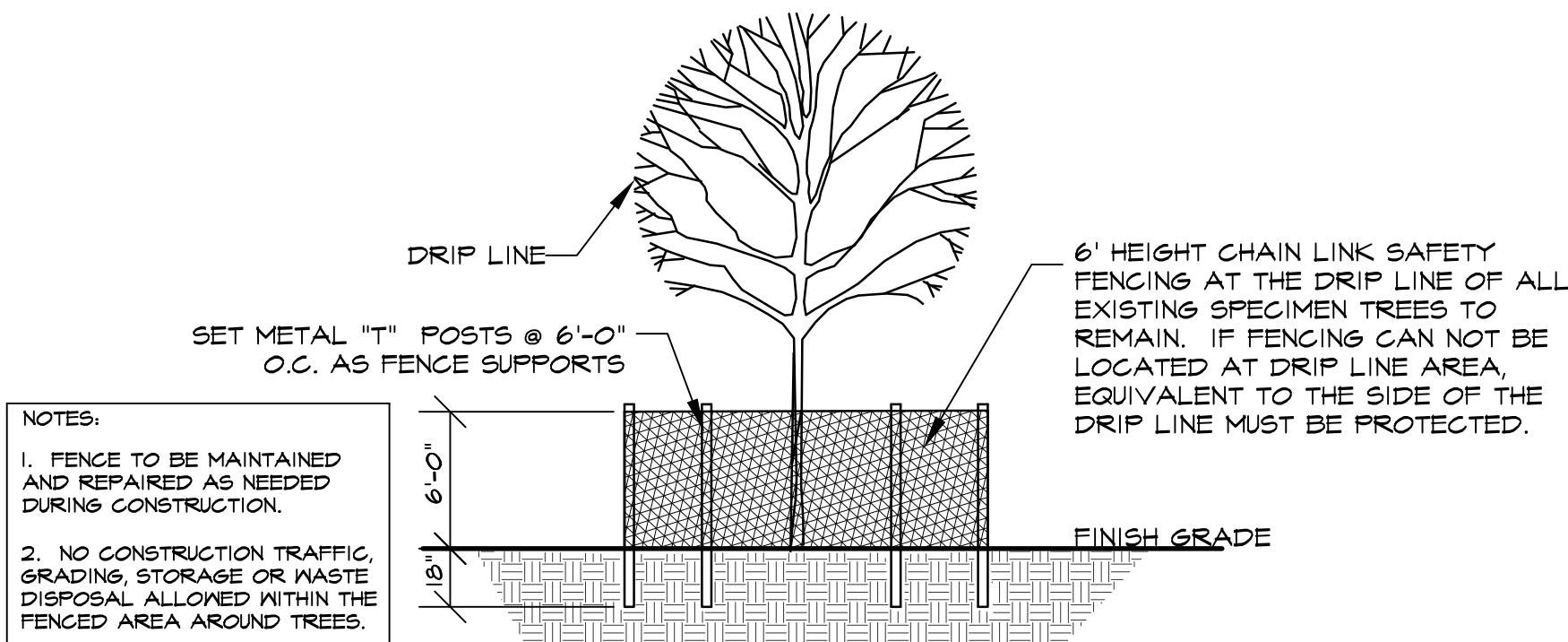
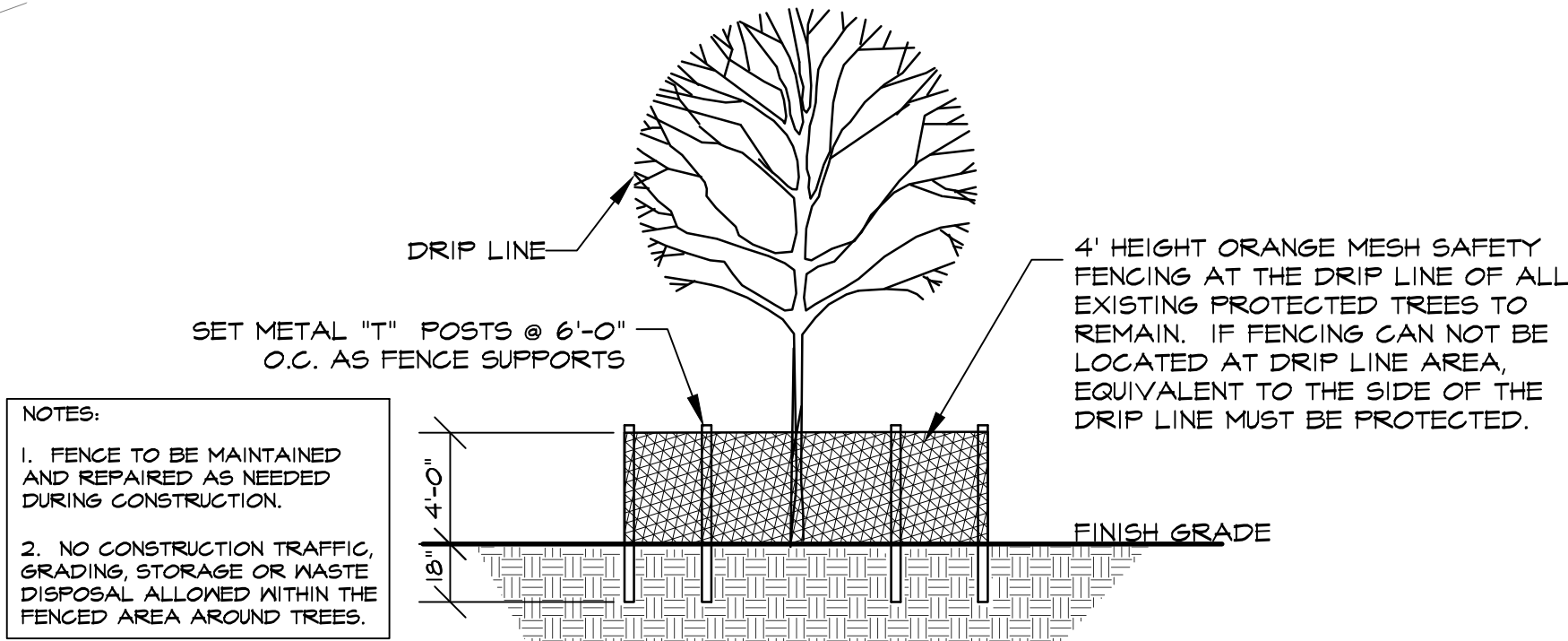
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

05 June 2019

Drawing: \\Studio13main\Users Shared\Folders\Shared\Projects\W5C001\DWG\W5C004TR.dwg Saved By: Leonard Save Time: 6/17/2019 9:04 AM
Plotted by: ##### Plot Date: 6/17/2019 9:25 AM



TREE#	SIZE	COMMON NAME	SCIENTIFIC NAME	STATUS	CONDITION
S1	22"	CEDAR ELM	ULMUS CRASSIFOLIA	REMAIN	GOOD
S2	34"	POST OAK	QUERCUS STELLATA	REMAIN	FAIR
S3	23"	CEDAR ELM	ULMUS CRASSIFOLIA	REMAIN	GOOD



TREE PROTECTION NOTES

- EXISTING SPECIMEN AND PROTECTED TREES SHOWN TO REMAIN ARE TO BE PROTECTED DURING CONSTRUCTION. ORANGE MESH SAFETY FENCING (MIN. 4'-0" HEIGHT) SHALL BE INSTALLED AT THE DRIP LINE OF ALL PROTECTED TREES OR TREE GROUPS TO REMAIN. CHAIN LINK SAFETY FENCING (MIN. 6'-0" HEIGHT) SHALL BE INSTALLED AT THE DRIP LINE OF ALL SPECIMEN TREES ON SITE. PARKING OF VEHICLES OR PERFORMING WORK WITHIN THESE AREAS OTHER THAN SHOWN ON THE PLAN, WILL NOT BE ALLOWED. THE TREE PROTECTION SHALL REMAIN DURING CONSTRUCTION. OTHER TREE PROTECTION MEASURES SHALL BE IN ACCORDANCE WITH THE CITY'S STANDARDS AND ORDINANCES.
- DISPOSAL OF ANY WASTE MATERIAL SUCH AS, BUT NOT LIMITED TO, PAINT, ASPHALT, OIL, SOLVENTS, CONCRETE, MORTAR, ETC. WITHIN THE CANOPY AREA OF THE EXISTING TREES SHALL NOT BE ALLOWED.
- NO ATTACHMENTS OR WIRES OF ANY KIND, OTHER THAN THOSE OF A PROTECTIVE NATURE, SHALL BE ATTACHED TO ANY TREE.
- NO FILL OR EXCAVATION OF ANY NATURE SHALL OCCUR WITHIN THE DRIP LINE OF A TREE TO BE PRESERVED, UNLESS THERE IS A SPECIFIED WELL OR RETAINING WALL SHOWN ON THE GRADING PLAN.
- NO MATERIALS SHALL BE STORED WITHIN THE DRIPLINE AREA OF A TREE TO BE PRESERVED.

THE BUILDABLE AREA OF THE LOT IS DEFINED BY THE AREA ENCOMPASSED BY THE FRONT, REAR AND SIDE BUILDING LINES. THE ACTUAL TREE REMOVAL WILL BE BASED ON THE PAD LOCATION, THEREFORE, ADDITIONAL TREES WILL BE SAVED.

Tree Survey requirements are based on the Tree Ordinance standards that were in place before 2008.

TREE INFORMATION	SYMBOL
SPECIMEN TREES ON SITE TO REMAIN	

Studio 13 Design Group, PLLC.
386 W. Main Street
Lewisville, Texas 75057
469-635-1900
TBAE Firm #BR643

NORTH

TREE SURVEY	Specimen Tree Plan	Canyon Falls	Town of Flower Mound, Denton County, Texas
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#	PLAN REVIEW REVISIONS	BY	DATE
1	REVISED PER TOWN COMMENTS	LWR	5-16-2019
2	REVISED PER TOWN COMMENTS	LWR	5-23-19
3	REVISED PER TOWN COMMENTS & SITE CHANGE	LWR	6-17-19

PROJECT	WSC004
SHEET	TR1

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 19-08 AS AMENDED WHICH ESTABLISHED PLANNED DEVELOPMENT DISTRICT NO. 98 (PD-98) ON CERTAIN PROPERTY DESCRIBED AS 15.169 ACRES OF LAND SITUATED IN THE F. THORNTON SURVEY, ABSTRACT NUMBER 1244, AND IDENTIFIED AS PARCEL/VILLAGE 12 AND SURROUNDING OPEN SPACE AREA WITHIN THE CANYON FALLS DEVELOPMENT; BY AMENDING THE PERMITTED USES TO MODIFY CERTAIN SINGLE FAMILY RESIDENTIAL DISTRICT-10 (SF-10) USES TO OPEN SPACE USES AND OPEN SPACE USES TO SINGLE FAMILY RESIDENTIAL DISTRICT-10 (SF-10) USES WITHIN THE PROPERTY; BY ADDING APPROXIMATELY 14 ADDITIONAL LOTS WITHIN PARCEL/VILLAGE 12; BY AMENDING THE CONCEPTUAL PLAN, AND BY AMENDING THE STANDARDS FOR MINIMUM FRONT AND SIDE YARD SETBACKS FOR CERTAIN ADDITIONAL LOTS WITHIN PARCEL/VILLAGE 12, IN ACCORDANCE WITH SPECIFIC REQUIREMENTS STATED HEREIN AND EXHIBITS ATTACHED HERETO; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as approximately 15.169 acres of land situated in the F. Thornton Survey, Abstract No. 1244, have filed an application for a Zoning Planned Development amendment to amend Ordinance No. 19-08 as amended for Planned Development District No. 98 (PD-98); and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas, held a public hearing on July 22, 2019, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on August 19, 2019, with respect to the Zoning Planned Development amendment described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 213 of the Local Government Code, Chapter 78, of the Land Development Regulations, and all other laws dealing with notice, publication and procedural requirements for the approval of a Zoning Planned Development Amendment on the property; ; and

WHEREAS, the Town Council finds that the amendment as outlined herein is in the best interest of the Town of Flower Mound and will promote the health, safety, and general welfare of

the citizens of the Town of Flower Mound and the general public.

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

SECTION 1

The Land Development Regulations of the Town of Flower Mound, Texas, as amended, are hereby amended on the hereinafter described property as shown below:

Approximately 15.169 acres of land situated in the F. Thornton Survey, Abstract No. 1244, Denton County, Texas, and more fully described in Exhibit "A" hereto.

Planned Development District No. 98 (PD-98) is hereby amended by changing the zoning on approximately 0.65 acres from Single Family District-10 (SF-10) uses to Open Space uses and changing the zoning on approximately 4.01 acres from Open Space to Single Family District-10 (SF-10) uses on certain tracts of land located between and around Parcel/Village 10B and Parcel/Village 12 as depicted on Exhibit "B" attached hereto and incorporated for all purposes.

Planned Development District No. 98 (PD-98) is hereby amended by increasing the number of dwelling units to be developed in Parcel/Village 12 to 47 dwelling units to be developed under the standards of Single Family-10 (SF-10) Zoning District as depicted on Exhibit "B" attached hereto and incorporated for all purposes.

The standards for minimum front and side yard setbacks for the fourteen (14) additional lots within Parcel/Village 12 of the Canyon Falls subdivision that have a base zoning district of Single-Family District-10 (SF-10) uses are hereby modified as follows and as reflected on Exhibit "C," and Exhibit "D," attached hereto and incorporated for all purposes:

1. The minimum front yard setback may be reduced from twenty five feet (25') to fifteen feet (15'), for lots with J-swing garages only.
2. The minimum side yard shall be seven- and one-half feet (7.5'), if the lot depth is equal to or greater than 130 feet only.
3. The setback for lots that front and side to a street right-of-way shall be measured from the primary lot line and not the corner clip line.

SECTION 2

The use of the property described above shall be subject to all applicable regulations contained in this Ordinance including all attached Exhibits hereto, PD-98, as amended, the Land Development Regulations, and all other applicable and pertinent ordinances of the Town of Flower Mound.

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

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

SECTION 7

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

SECTION 8

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

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

APPROVED:

Steve Dixon, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**

EXHIBIT "A"

LEGAL DESCRIPTION

BEING a tract of land located in the F. Thornton Survey, Abstract No. 1244, Town of Flower Mound, Denton County, Texas, and being described in deed to NASH CANYON FALLS, LLC according to Instrument No. D2015-34494 of the Deed Records of Denton County, Texas, (DRDCT) and being more particularly described as follows:

BEGINNING at a 1/2 inch iron with yellow plastic cap stamped "JVC" found and being the northeast corner of the Canyon Falls Village 10B Record Plat as recorded in Instrument No. D2018-275 of the (PRDCT).

Thence bearing S 89° 45' 49" E a distance of 1371.96 feet to a point for a corner;

Thence bearing S 31° 21' 28" W a distance of 740.28 feet to a point for a corner;

Thence bearing N 58° 38' 32" W a distance of 22.00 feet to a point for a corner;

Thence bearing S 31° 21' 28" W a distance of 18.21 feet to a point for a corner;

Thence bearing S 72° 49' 43" W a distance of 141.36 feet to a point for a corner;

Thence bearing S 89° 45' 49" W a distance of 67.50 feet to a point for a corner;

Thence bearing N 0° 14' 09" E a distance of 26.24 feet to a point for a corner;

Thence bearing N 89° 45' 48" W a distance of 211.00 feet to a point for a corner;

Thence bearing N 89° 28' 30" W a distance of 165.00 feet to a point for a corner;

Thence bearing N 0° 14' 12" E a distance of 56.81 feet to a point for a corner;

Thence bearing N 63° 18' 57" W a distance of 29.11 feet to a point for a corner;

Thence bearing N 31° 21' 40" W a distance of 4.64 feet to a point for a corner;

Thence along a curve to the Right, having a radius of 60.00 feet, a delta angle of 192° 04' 49", and whose long chord bears N 24° 26' 33" W a distance of 119.33. Northwestery, with said curve to the right, an arc distance of 201.15 feet to a point for a corner;

Thence bearing N 3° 10' 35" E a distance of 92.22 feet to a point for a corner;

Thence bearing N 35° 24' 11" E a distance of 25.08 feet to a point for a corner;

Thence bearing N 0° 14' 12" E a distance of 28.55 feet to a point for a corner;

Thence bearing N 89° 28' 25" W a distance of 273.92 feet to a point for a corner;

Thence bearing N 0° 31' 35" E a distance of 138.00 feet to a point for a corner;

Thence bearing N 89° 28' 25" W a distance of 34.67 feet to a point for a corner;

Thence along a curve to the LEFT, having a radius of 60.00 feet, a delta angle of 46° 00' 18", and whose long chord bears N 19° 17' 55" W a distance of 46.89. Northwestery, with said curve to the left, an arc distance of 48.18 feet to a point for a corner;

Thence bearing N 0° 14' 11" E a distance of 146.11 feet to the point of beginning.

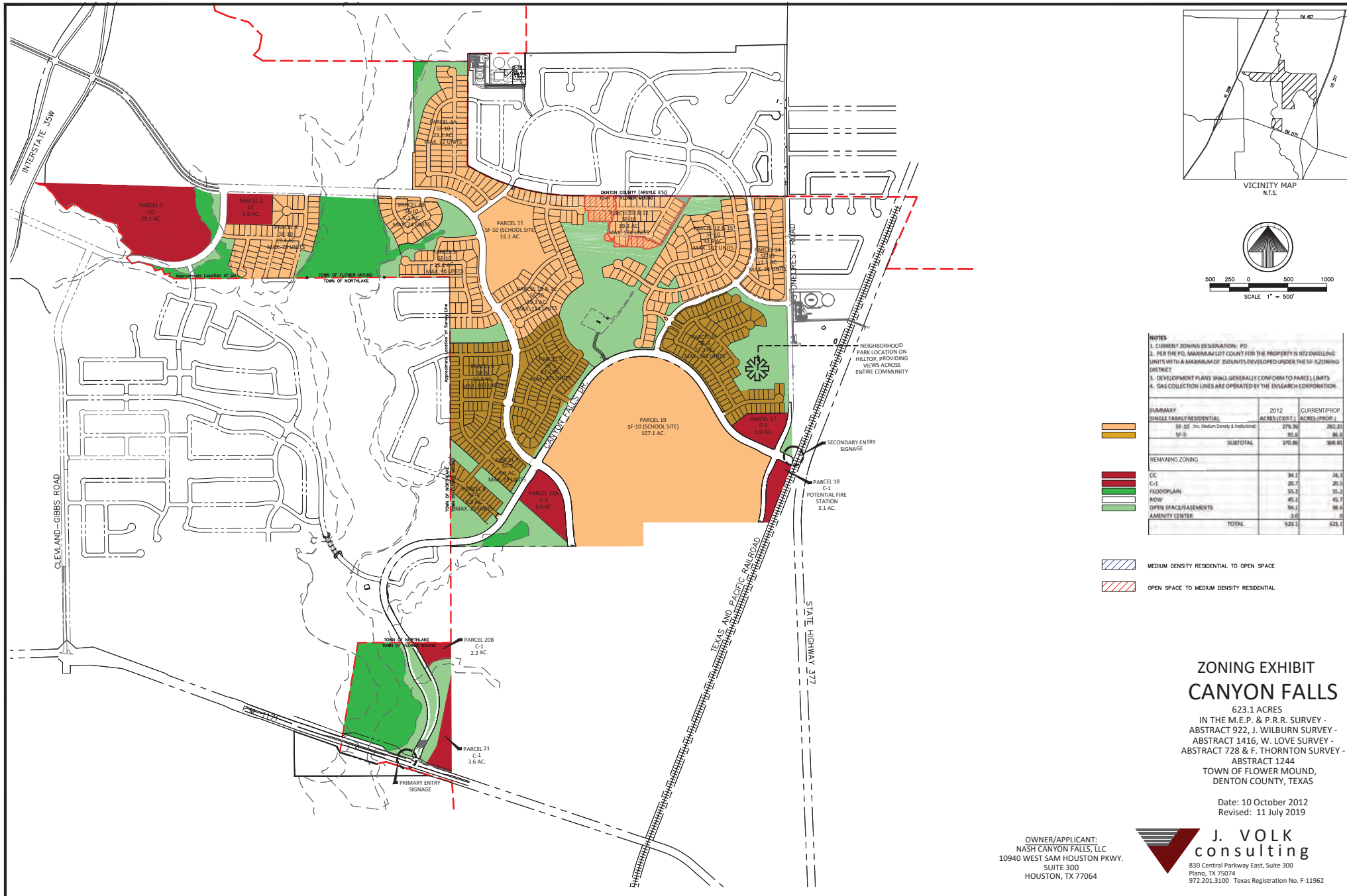
CONTAINING within these metes and bounds 15.169 acres or 660,757.17 square feet of land more or less.

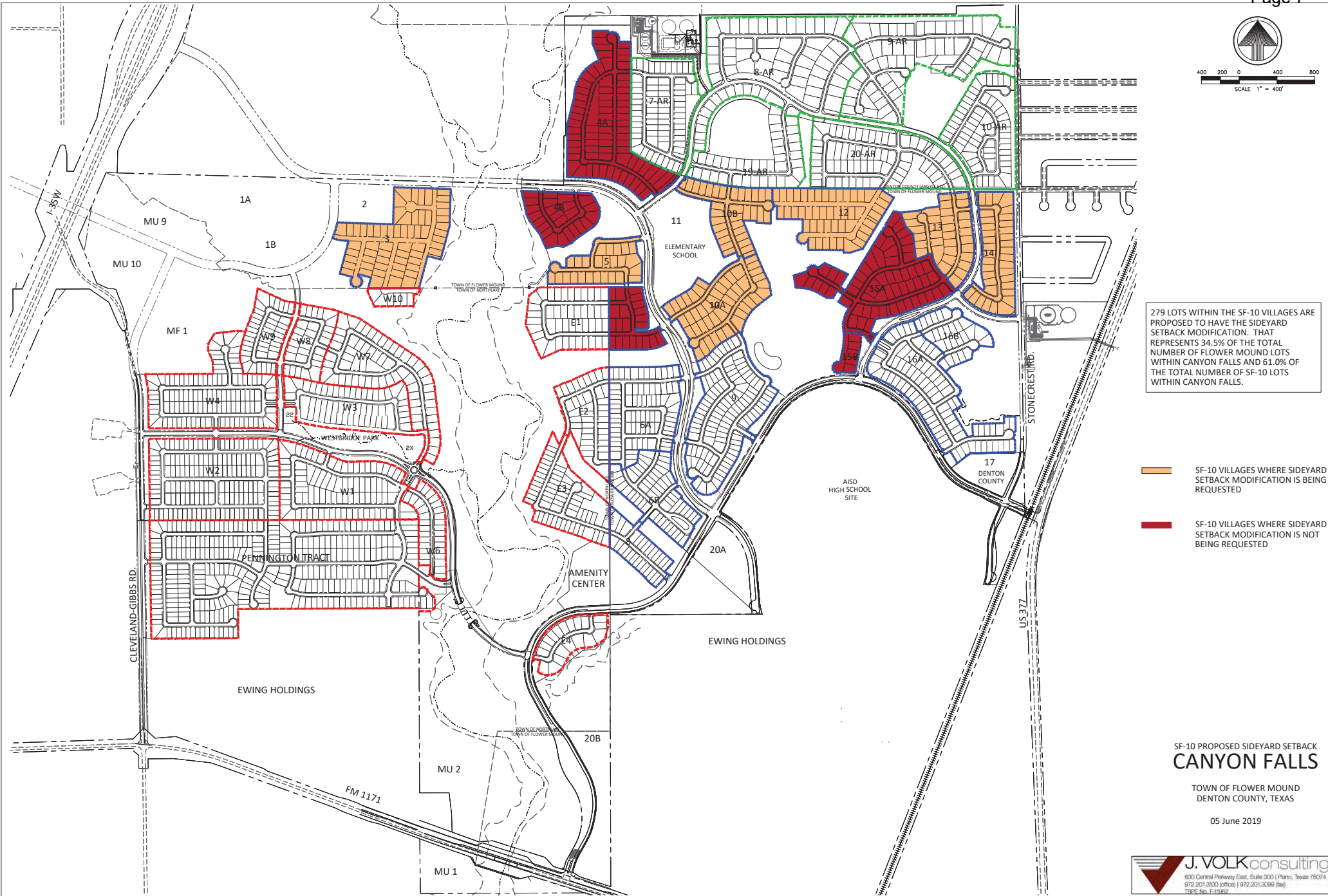
Ordinance No. _____

EXHIBIT "B"

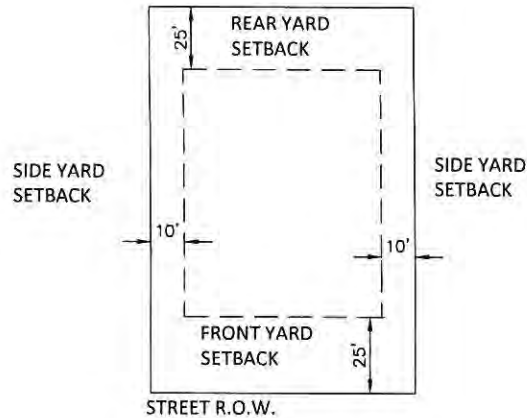
Map depicting Subject Parcel/Village 10B and Parcel/Village 12

Page 6

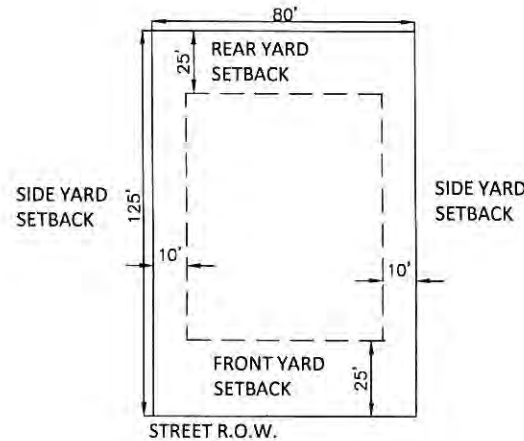




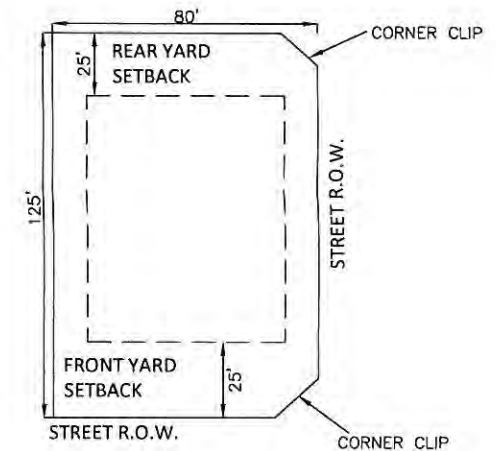
Ordinance No. _____



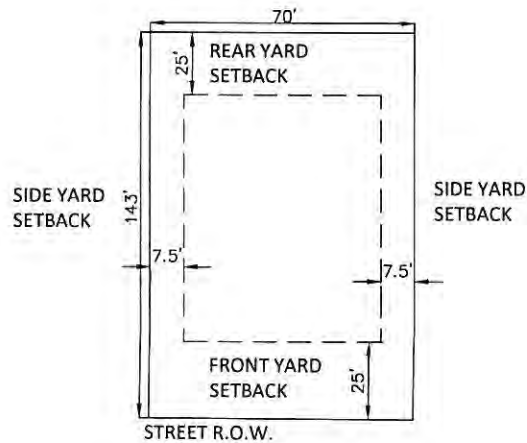
TYPICAL SF-10 LOT
SETBACK DETAIL
PER TOWN ORDINANCE



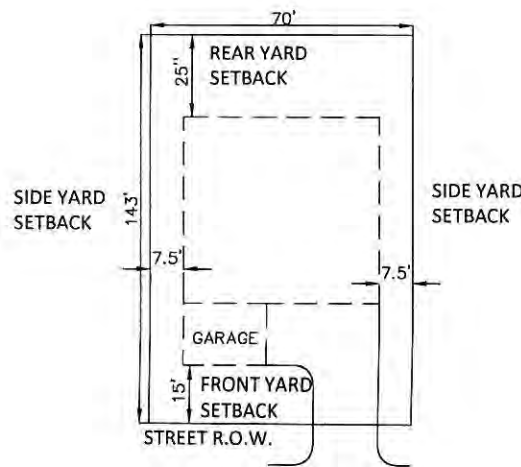
PROPOSED SF-10 LOT
SETBACK DETAIL
FOR LOT DEPTH < 130'



SETBACK DETAIL
WITH CORNER CLIPS



PROPOSED SF-10 LOT
SETBACK DETAIL
FOR LOT DEPTH $\geq$ 130'



PROPOSED SF-10 LOT
SETBACK DETAIL
FOR LOT DEPTH > 130'
WITH J-SWING DRIVEWAY

NOTES:

1. IF LOT DEPTH EQUALS OR EXCEEDS 130' THEN A 7.5' SIDE YARD SETBACK WILL BE USED.
2. FRONT YARD SETBACK CAN GO TO 15' IF A J-SWING DRIVEWAY IS USED OTHERWISE THE STANDARD 25' FRONT YARD SETBACK WILL BE USED. ANY GARAGE FACING THE STREET WILL HAVE A 25' SETBACK.
3. EXAMPLE DIMENSIONS SHOW 70'x143' AND 80'x125' WHICH MEETS THE 10,000 SF MINIMUM LOT SIZE. ALL LOTS WILL HAVE A MINIMUM LOT WIDTH OF 70' MEASURED AT THE FRONT BUILDING SETBACK LINE.
4. FOR LOTS THAT FRONT AND SIDE TO STREET ROW, SETBACKS SHALL BE MEASURED FROM PRIMARY LOT LINE AND NOT FROM CORNER CLIP LINE.

SF-10 PROPOSED SIDEYARD SETBACK
CANYON FALLS

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

06 June 2013



J. VOLK CONSULTING, INC.
800 East Campbell Road, Suite 120
Richardson, Texas 75081
972.201.3100
Texas Registration No. F-11962

THIRD AMENDED DEVELOPMENT AGREEMENT FOR CANYON FALLS

THIS THIRD AMENDED DEVELOPMENT AGREEMENT FOR CANYON FALLS ("Third Amendment") is made and entered into this ____ day of August, 2019 ("Effective Date"), by and between the Town of Flower Mound, Texas (the "Town"), and NASH Canyon Falls, LLC, a Delaware limited liability company, its successors and assigns ("Developer"). The Town and Developer are sometimes each referred to herein as a "party" or collectively as the "parties".

WITNESSETH:

WHEREAS, Canyon Falls is a master planned community encompassing approximately 1,242 acres in Flower Mound, Northlake and the extraterritorial jurisdiction of Argyle, with approximately 626 acres located in Flower Mound described by metes and bounds on **Exhibit A** (such 626 acres described on **Exhibit A** shall be referred to herein as "Canyon Falls"); and

WHEREAS, on February 18, 2008, the Town and a previous developer entered into a Development Agreement recorded in the Denton County real property records on March 5, 2008 as Document No. 2008-23094 (the "2008 Agreement") which addressed various development issues related to Canyon Falls, including the prepayment of wastewater impact fees, the dedication of a fire station site, and the dedication and construction of roadway facilities, among other things; and

WHEREAS, on April 16, 2012, the Town and a previous developer entered into a Prepayment of Water Impact Fees Agreement recorded in the Denton County real property records on June 20, 2012 as Document No. 2012-65609 (the "2012 Agreement") which addressed the payment of water impact fees, the application of roadway impact fees and the installation of landscaping within Canyon Falls, among other things; and

WHEREAS, on March 17, 2014, the Town and a previous developer entered into an Amended Development Agreement for Canyon Falls recorded in the Denton County real property records on April 25, 2014 as Document No. 2014-36713 (the "First Amendment") which addressed the responsibilities and obligations of the parties for continued development of Canyon Falls; and

WHEREAS, Developer is the successor-in-interest to WS-DCF, LLC and all rights, powers, and interests in the 2008 Agreement, the 2012 Agreement, and the First Amendment have been assigned to Developer; and

WHEREAS, on December 22, 2015, the Town and Developer entered into a Second Amended Development Agreement for Canyon Falls recorded in the Denton County real property records on January 28, 2016 as Document No. 2016-9164 (the "Second Amendment") which addressed installation and construction of certain facilities

related to the continued development of Canyon Falls; and

WHEREAS, the Town and Developer desire to address additional responsibilities and requirements related to continued development of Canyon Falls as set forth herein.

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

1. 2008 Agreement, 2012 Agreement, First Amendment, and Second Amendment. The Town and Developer agree that, except to the extent amended herein, the provisions and terms contained in the 2008 Agreement, the 2012 Agreement, the First Amendment, and the Second Amendment remain in full force and effect and shall continue to be applicable to the development of Canyon Falls. If there is a conflict between the terms of the 2008 Agreement, the 2012 Agreement, the First Amendment, or the Second Amendment and this Third Amendment, the terms of this Third Amendment shall control.

2. Fire Station Site.

A. The 2008 Agreement required the Developer to dedicate to the Town a certain site described and depicted on Exhibit B to the 2008 Agreement referred to therein as the "Fire Station Site." The Town acknowledges that Developer attempted to convey the required site in accordance with the 2008 Agreement; and Developer and Town agree that the Town never accepted the attempted conveyance from Developer. As a result, the Developer still owns the "Fire Station Site" as described and depicted on Exhibit B to the 2008 Agreement and shall not be required to dedicate such property to the Town.

B. Developer and Town agree that the "Fire Station Site" as described and depicted on Exhibit B to the 2008 Agreement is no longer suited for the Town's needs to construct a fire station facility. Developer and the Town agree that the approximately 4.69 acre property described by metes and bounds on **Exhibit B** to this Third Amendment and incorporated herein by reference (the "Prop Flower Mound Fire Station Site") is better suited for the Town's needs related to a fire station facility. Accordingly, Section 3 of the 2008 Agreement is hereby deleted in its entirety and replaced with the following:

"Developer shall dedicate to the Town in fee simple, by warranty deed the approximate 4.69 acre property described and depicted on **Exhibit B** to the Third Amendment within thirty (30) days of Town approval of a replat of Canyon Falls Retail Lot 2, Block SS as shown on **Exhibit C** to the Third Amendment."

The Town shall be responsible for any and all funding or construction of a fire station facility and any improvements to the Prop Flower Mound Fire Station Site.

C. Developer agrees that any taxes or other assessments against the Prop Flower Mound Fire Station Site prior to the date that Developer dedicates the Prop Flower Mound Fire Station Site to the Town through a warranty deed ("Dedication Date") shall be paid by Developer on or before dedication to the Town. In the event there exists any roll back or other deferred taxes which are retroactive to the period of time prior to the Dedication Date pursuant to a change in zoning, use, ownership or otherwise, such retroactive taxes shall remain the obligation of Developer. In no event shall the Town, as a municipal corporation of the State of Texas, be liable for property taxes or other assessments of any kind which have been assessed against the Prop Flower Mound Fire Station Site.

D. Developer agrees to apply for a replat of the property known as Canyon Falls Retail Lot 2, Blk SS as shown on **Exhibit C** to this Third Amendment within ninety (90) calendar days of the Effective Date of this Third Amendment and further agrees to pay all costs associated with the replat as required by applicable law.

3. Denton Creek Boulevard.

A. The Town agrees to fund and construct the two (2) westernmost lanes of Denton Creek Boulevard from Canyon Falls Drive south for approximately one thousand, one hundred and fifty (1,150') feet as shown on **Exhibit D** to this Third Amendment. The timing, construction, and funding of this portion of Denton Creek Boulevard will proceed when deemed necessary by the Town in the Town's sole discretion. Developer shall not be obligated to fund or construct the portion of Denton Creek Boulevard as shown on **Exhibit D** to this Third Amendment.

B. Developer agrees to dedicate approximately 0.0236 acres of right-of-way necessary for construction of a right turn lane into the Prop Flower Mound Fire Station Site by the replat of the property known as Canyon Falls Retail Lot 2, Blk SS as shown on **Exhibit C** to this Third Amendment.

4. Commercial Site.

A. The Town and Developer agree that following approval of a replat of the property known as Canyon Falls Retail Lot 2, Blk SS as shown on **Exhibit C** to this Third Amendment, two (2) lots will be created. The southernmost lot depicted as Lot 2R on **Exhibit C** to this Third Amendment will be dedicated to the Town as the Prop Flower Mound Fire Station Site pursuant to this Third Amendment, while the northernmost lot depicted as Lot 3R on **Exhibit C** to this Third Amendment (the "Commercial Site") will be retained by Developer and used for commercial purposes as permitted or restricted by the applicable zoning regulations for said property.

B. The Town agrees to extend an eight inch (8") sanitary sewer line to the Commercial Site as shown on **Exhibit D** to this Third Amendment (the "Sewer Line") substantially concurrent with and as part of the Town's construction of the fire station on the Prop Flower Mound Fire Station Site (the "Fire Station") at its sole expense. The

timing, construction, and funding of the Fire Station (and therefore the Town's construction of the Sewer Line) will proceed when deemed necessary by the Town in the Town's sole discretion. Notwithstanding the foregoing, if the Developer desires to develop the Commercial Site prior to the Town's construction of the Fire Station, the Developer may, in its sole discretion, extend the Sewer Line at Developer's sole cost and expense.

C. If Developer desires to begin construction of the Commercial Site prior to the Town beginning construction of the Fire Station, Developer will be responsible for a portion of the construction of the sixty foot (60') mutual access point and the thirty-six foot (36') mutual access point generally shown on **Exhibit C** to this Third Amendment ("Mutual Access Points"). For purposes of this agreement, "beginning construction" or "begins construction" on either the Commercial Site or the Fire Station shall mean that a building permit has been issued for the applicable site and work on such site pursuant to the building permit has commenced. Developer and Town agree that if Developer begins construction of the Commercial Site prior to the Town beginning construction of the Fire Station, Developer will only be responsible for construction of the portion of the sixty foot (60') mutual access point as shown on **Exhibit C** to this Third Amendment sufficient to access the Commercial Site from Canyon Falls Drive. Developer will not be required to construct the full sixty foot (60') mutual access point from Canyon Falls Drive to the Prop Flower Mound Fire Station Site. The Town will construct the remainder of the sixty foot (60') mutual access point that is not required to be constructed by Developer hereunder. Developer and the Town agree that if Developer begins construction of the Commercial Site prior to the Town beginning construction of the Fire Station, Developer will be responsible for the construction of the thirty-six foot (36') mutual access point as shown on **Exhibit C** in its entirety. Prior to either party's construction of the thirty-six foot (36') mutual access point, the exact location of such access point will be mutually agreed upon by the Town and Developer. The location of the thirty-six foot (36') mutual access point may vary from the location shown on **Exhibit C**. Except for the thirty-six foot (36') mutual access point: (i) any access to the Commercial Site that is constructed by Developer shall be constructed in the locations generally depicted on **Exhibit C** to this Third Amendment; and (ii) in no event shall Developer construct an access point (temporary or otherwise) in any location other than the locations generally shown on **Exhibit C** to this Third Amendment. If the Town begins construction of the Fire Station prior to the Developer beginning construction of the Commercial Site, the Town will construct both of the Mutual Access Points in their entirety. Regardless of which party bears the responsibility for construction of the Mutual Access Points, the Town shall be responsible for the funding and construction of any median breaks on Canyon Falls Drive.

5. Lot 1X, Block SS.

A. Prior to Developer's receipt of a Certificate of Occupancy for any building on the Commercial Site, Developer agrees to install or cause to be installed a five foot (5') wide sidewalk at Developer's sole cost and expense along the south side of Canyon

Falls Drive adjacent to Canyon Falls Retail Lot 1X, Block SS as shown on **Exhibit D** and agrees to install or cause to be installed landscaping surrounding the existing sedimentation pond on Canyon Falls Retail Lot 1X, Block SS, generally consistent with the landscaping shown on **Exhibit E**.

B. Developer and Town agree that the existing sedimentation pond on Canyon Falls Retail Lot 1X, Block SS shall be transformed into a retention/detention pond (the "Pond Project") substantially concurrent with the timing of development of the Fire Station on the Prop Flower Mound Fire Station Site or substantially concurrent with the timing of development of any building on the Commercial Site, whichever occurs first. Developer and Town agree that the design and construction costs associated with the Pond Project shall be reimbursed to the party that incurred said costs in accordance with the acreage pro-rata share of the Prop Flower Mound Fire Station Site or the Commercial Site divided by the total acreage of Canyon Falls Retail Lot 2, Block SS (the pro-rata share for the Prop Flower Mound Fire Station Site to be calculated by dividing 4.69 acres/6.61 acres and the pro-rata share for the Commercial Site to be calculated by dividing 1.92 acres/6.61 acres). By way of example only, if Developer begins construction of any building on the Commercial Site prior to the Town beginning construction on the Prop Flower Mound Fire Station Site, the Developer shall be responsible for the design and construction of the Pond Project and the Town will reimburse Developer 70.95% of the total cost (including but not limited to all design and construction costs) of the Pond Project, upon completion of the Pond Project. For purposes of this agreement, "beginning construction" or "begins construction" on either the Commercial Site or the Prop Flower Mound Fire Station Site shall mean that a building permit has been issued for the applicable site and work on such site pursuant to the building permit has commenced. If the Pond Project is constructed by Developer or another third party, the Town will accept the Pond Project upon its completion. The Pond Project may be maintained by a property owners association.

C. Prior to award of any contract for construction of the Pond Project, Developer or Town shall properly bid each contract for construction of the Pond Project in accordance with applicable law and shall inform the other party of the estimated costs of the Pond Project. Developer and Town shall negotiate in good faith and mutually agree on which bid(s) to accept for construction of the Pond Project. The Town and Developer agree to accept the bid(s) that provide the best value for construction of the Pond Project or to reject all bids and seek alternate bids to include a redesign of the Pond Project, if reasonably necessary. Notwithstanding anything to the contrary herein, Developer and Town agree that the bid(s) for design and construction costs of the Pond Project shall be agreed to by both parties prior to the Town's approval of a site plan for the Commercial Site or the Town's construction of the Fire Station and either party may seek redesign of the proposed Pond Project should the design and construction costs exceed any reasonable estimated amounts for said project; provided, however, neither party may unreasonably withhold, condition, or delay acceptance of bids for the design or construction contracts for the Pond Project. If the Town and Developer are unable to agree upon the bid(s) for design and construction for the Pond Project within forty-five (45) days of receipt of the same, the Developer shall select (with the Town's approval,

which approval shall not be unreasonably withheld, conditioned or delayed) an independent, third-party consulting engineer who shall have an additional thirty (30) days during which to recommend, in writing, the bid(s) to accept for design and construction of the Pond Project. To the extent permitted by applicable law, the recommendation of the consulting engineer shall be binding upon the Developer and Town; and, the party responsible for construction pursuant to Section 5(B) will proceed with accepting such bid.

6. Applicable Laws and Venue. This Third Amendment shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. This Third Amendment is performable in Denton County, Texas and venue for any action arising under this Third Amendment shall lie in Denton County, Texas.

7. Notices. Any notices required or permitted to be given hereunder shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

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

If to Developer: NASH Canyon Falls, LLC
4835 LBJ Freeway, Suite 475
Dallas, TX 75244
Attn: Brian Cramer

With a copy to: Newland Real Estate Group, LLC
10940 W. Sam Houston Pkwy. North, Suite 690
Houston, Texas 77064
Attn: Walter F. Nelson

With a copy to: Newland Real Estate Group, LLC
4790 Eastgate Mall, Suite 150
San Diego, California 92121
Attn: Douglas L. Hageman

With a copy to: Winstead PC
2728 N. Harwood St.
Dallas, Texas 75201
Attn: Laura Hoffmann

8. Attorneys' Fees. In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Third Amendment, the 2008

Agreement, the 2012 Agreement, the First Amendment, or Second Amendment, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal). Nothing herein shall constitute a waiver of any claim or defense that could be asserted in any litigation related to this Third Amendment.

9. Severability. In the event any provision of this Third Amendment shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

10. Filing in Denton County Deed Records; Covenant Running with the Land.

This Third Amendment or a memorandum thereof shall be filed in the deed records of Denton County, Texas. Upon any sale or other transfer of any ownership rights in Canyon Falls, Developer shall notify the Town in writing of such sale or transfer within thirty (30) days of such sale or transfer, provided, however, no notice shall be required for the sale of a lot for which a record plat has been approved and recorded in the deed records. This Third Amendment, the 2008 Agreement, the 2012 Agreement, the First Amendment, and the Second Amendment shall be deemed a covenant that runs with the land and is binding on all heirs, successors, assigns, grantees, vendors, trustees, representatives of Developer and all others holding any interest now or in the future with the exception of the purchaser of a lot for which a record plat has been approved and recorded in the deed records and on which a residence has been constructed (a "Fully Improved Lot"). It is the intent of this Third Amendment, and the parties so acknowledge, that all phases of the development of Canyon Falls shall be subject to this Section 10 of this Third Amendment. Developer has the right, without the consent of the Town, but upon written notice to the Town to assign this Third Amendment, the 2008 Agreement, the 2012 Agreement, the First Amendment, or the Second Amendment, in whole or in part to any person or entity that is or will become an owner of all or any portion of Canyon Falls, except an owner of a Fully Improved Lot. Any assignment must be in writing executed by Developer and the assignee and shall obligate the assignee to be bound by the agreement to the extent of the rights, title, interests, or obligations being assigned. A copy of the assignment shall be provided to the Town within fifteen (15) days of execution thereof and shall be filed in the deed records of Denton County, Texas. From and after any assignment, the Town agrees to look solely to the assignee for the performance of any obligations assigned.

11. Binding Obligation. The Third Amendment shall become a binding obligation on the signatories upon execution by all signatories hereto. The Town warrants and represents that the individual executing this Third Amendment on behalf of the Town has full authority to execute this Third Amendment and bind the Town to the same. Developer warrants and represents that the individual executing this Third Amendment on its behalf has full authority to execute this Third Amendment and bind Developer to same. Further, this Third Amendment, the 2008 Agreement, the 2012 Agreement, the First Amendment, and the Second Amendment are and shall be binding upon Developer, its successors, heirs, assigns, grantees, vendors, trustees, representatives,

and all others holding any interest in Canyon Falls now or in the future with the exception of the purchaser of a Fully Improved Lot.

12. Mutual Assistance. The parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications supplemental hereto, as may be necessary or appropriate to carry out the terms, provisions and intent of this Third Amendment, the 2008 Agreement, the 2012 Agreement, the First Amendment, and the Second Amendment, which do not impair the rights of the signing party as they exist under this Third Amendment, and to assist each other in carrying out said terms, provisions and intent.

13. Mediation. In the event of any disagreement or conflict concerning the interpretation of this Third Amendment, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

14. Default. No party shall be in default of provisions under this Third Amendment, the 2008 Agreement, the 2012 Agreement, the First Amendment, or the Second Amendment until notice of the alleged failure of such party to perform has been given as provided herein (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such party has been given ten (10) days after the written notice in the case of the default of a payment obligation, and in all other cases a reasonable time, to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given).

15. Roughly Proportionate Determination under Texas Law. Developer has been represented by legal counsel in the negotiation of this Third Amendment, the 2008 Agreement, the 2012 Agreement, the First Amendment, and the Second Amendment and been advised regarding Developer's rights under Texas and federal law. Developer hereby waives any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the specific exactions required by the Town and agreed to by Developer in this Third Amendment, the 2008 Agreement, the 2012 Agreement, the First Amendment, and the Second Amendment are roughly proportionate to the anticipated impact of the development of Canyon Falls in accordance with applicable Town ordinances. Developer hereby waives and releases the Town from any and all liability under §212.904 of the Texas Local Government Code, as amended, with respect to Developer's construction and payment obligations under this Third Amendment, the 2008 Agreement, the 2012 Agreement, the First Amendment, and the Second Amendment.

16. Rough Proportionality Determination under Federal Law. Developer hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution in regard to its construction and payment obligations under this Third Amendment, the 2008 Agreement, the 2012 Agreement, the First Amendment, and the Second Amendment. With respect to the construction and

payment obligations described in this Third Amendment, the 2008 Agreement, the 2012 Agreement, the First Amendment, and the Second Amendment, Developer and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements, if any, mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of such agreements.

17. Reservation of Rights. Except for the matters expressly agreed to by the parties in this Third Amendment, the 2008 Agreement, the 2012 Agreement, the First Amendment, and the Second Amendment, neither party waives any right under the Town's Code of Ordinances or any state or federal law.

18. Release; Estoppel Certificate. Upon written request of Developer to the Town Manager, the Town Manager may execute, in recordable form, a release of any provision of this Third Amendment, the 2008 Agreement, the 2012 Agreement, the First Amendment, or the Second Amendment if the Town Manager and Town Attorney determine Developer has fully satisfied the provision to be released. From time to time upon written request of Developer to the Town Manager, the Town Manager will execute a written estoppel certificate identifying any obligations of Developer under this Third Amendment, the 2008 Agreement, the 2012 Agreement, the First Amendment, or the Second Amendment that are in default or, with the giving of notice or passage of time, would be in default; and stating, to the extent true, that to the best knowledge and belief of the Town, Developer is in compliance with its duties and obligations under such agreements.

19. Exhibits. The following exhibits are attached hereto and incorporated into this Third Amendment for all purposes:

Exhibit A: metes and bounds of Canyon Falls

Exhibit B: metes and bounds description of the Prop Flower Mound Fire Station Site

Exhibit C: proposed replat of Canyon Falls Retail Lot 2, Block SS

Exhibit D: concept plan dated August 1, 2019 depicting certain obligations of Developer and Town as set out herein

Exhibit E: landscape concept plan for Canyon Falls Retail Lot 1X, Block SS

[Remainder of the page is intentionally left blank. Signature page to follow.]

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

THE TOWN OF FLOWER MOUND, TEXAS

By: _____
 Name: Steve Dixon
 Mayor, Town of Flower Mound

STATE OF TEXAS §
 §
COUNTY OF DENTON §

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

 Notary Public, State of Texas

DEVELOPER:

NASH CANYON FALLS, LLC,
 a Delaware limited liability company

By: Newland Real Estate Group, LLC,
 a Delaware limited liability company
 its Agent

By: _____
 Name: _____
 Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2019 by _____, _____ of Newland Real Estate Group, LLC, a Delaware limited liability company, Agent of Nash Canyon Falls, LLC, a Delaware limited liability company, on behalf of said entities.

 Notary Public, State of Texas

LEGAL DESCRIPTION**TRACT I**

BEING a tract of land located in the M.E.P. & P. R.R. Survey, Abstract No. 922 and the J. Wilburn Survey, Abstract No. 1416 and the F. Thornton Survey, Abstract No. 1244, Town of Flower Mound, Denton County, Texas, and being described in deed to WS-DCF, LLC according to Instrument No. D2012-82463 of the Deed Records of Denton County, Texas, (DRDCT) and being more particularly described as follows:

BEGINNING at a 1/2 inch iron with blue plastic cap stamped "ElamPack" found lying in the north right-of-way line of Canyon Falls Drive, a 90-foot right-of-way. Said point of beginning has a bearing of N 00° 27' 36" E and a distance of 105.18 feet from the northwest corner of a tract of land described in a deed to La Estancia Investments LP as recorded in Instrument No. D2008-137045 of the (DRDCT). Point of beginning lies within the common Town limit line between Flower Mound and Northlake and the common survey line of the M.E.P. & P.R.R. Survey, Abstract 922 and the W. Love Survey, Abstract 728.

Thence bearing N 0° 30' 49" E a distance of 3470.644 feet to a point for a corner;
 Thence bearing N 89° 36' 34" W a distance of 3553.802 feet to a point for a corner;
 Thence bearing N 17° 49' 47" W a distance of 11.569 feet to a point for a corner;
 Thence bearing N 68° 22' 35" W a distance of 56.466 feet to a point for a corner;
 Thence bearing N 15° 51' 41" E a distance of 40.939 feet to a point for a corner;
 Thence bearing S 75° 40' 42" W a distance of 72.62 feet to a point for a corner;
 Thence bearing N 20° 19' 13" W a distance of 76.445 feet to a point for a corner;
 Thence bearing S 77° 27' 41" W a distance of 95.933 feet to a point for a corner;
 Thence bearing N 25° 22' 35" W a distance of 66.319 feet to a point for a corner;
 Thence bearing N 71° 43' 46" W a distance of 194.400 feet to a point for a corner;
 Thence bearing S 71° 06' 00" W a distance of 85.979 feet to a point for a corner;
 Thence bearing N 42° 42' 30" W a distance of 105.507 feet to a point for a corner;
 Thence bearing N 50° 48' 32" E a distance of 120.964 feet to a point for a corner;
 Thence bearing N 47° 56' 51" W a distance of 223.883 feet to a point for a corner;
 Thence bearing N 38° 52' 18" E a distance of 70.065 feet to a point for a corner;
 Thence bearing N 51° 12' 41" W a distance of 86.438 feet to a point for a corner;
 Thence bearing N 5° 18' 14" W a distance of 106.222 feet to a point for a corner;
 Thence bearing N 75° 14' 20" W a distance of 190.643 feet to a point for a corner;
 Thence bearing N 24° 48' 23" W a distance of 21.568 feet to a point for a corner;
 Thence bearing N 65° 10' 30" W a distance of 137.845 feet to a point for a corner;
 Thence bearing N 64° 34' 41" W a distance of 101.998 feet to a point for a corner;
 Thence bearing N 56° 56' 44" W a distance of 175.610 feet to a point for a corner;
 Thence bearing S 53° 05' 10" W a distance of 122.037 feet to a point for a corner;
 Thence bearing N 46° 50' 25" W a distance of 148.495 feet to a point for a corner;
 Thence bearing N 32° 34' 23" W a distance of 129.423 feet to a point for a corner;

Thence bearing N 48° 30' 57" W a distance of 75.640 feet to a point for a corner;

Thence bearing N 35° 21' 52" W a distance of 57.788 feet to a point for a corner;

Thence bearing N 79° 10' 35" W a distance of 79.020 feet to a point for a corner;

Thence bearing N 64° 18' 23" W a distance of 53.746 feet to a point for a corner;

Thence bearing S 87° 44' 14" E a distance of 4847.394 feet to a point for a corner;

Thence bearing N 01° 02' 30" E a distance of 520.881 feet to a point for a corner;

Thence bearing S 88° 42' 52" E a distance of 20.219 feet to a point for a corner;

Thence bearing N 00° 08' 51" E a distance of 1174.682 feet to a point for a corner;

Thence bearing S 89° 03' 28" E a distance of 702.004 feet to a point for a corner;

Thence bearing S 00° 56' 32" W a distance of 1336.300 feet to a point for a corner;

Thence along a curve to the LEFT, having a radius of 2640.000 feet, a delta angle of 31° 13' 37", and whose long chord bears S 73° 26' 39" E a distance of 1421.098 feet to a point for a corner;

Thence bearing S 89° 03' 28" E a distance of 2748.083 feet to a point for a corner;

Thence bearing S 00° 05' 04" W a distance of 302.988 feet to a point for a corner;

Thence bearing S 00° 21' 22" E a distance of 885.704 feet to a point for a corner;

Thence bearing S 00° 23' 53" E a distance of 426.148 feet to a point for a corner;

Thence bearing S 00° 23' 47" E a distance of 634.619 feet to a point for a corner;

Thence bearing S 00° 22' 09" E a distance of 1182.376 feet to a point for a corner;

Thence bearing S 22° 04' 41" W a distance of 815.755 feet to a point for a corner;

Thence bearing N 89° 07' 23" W a distance of 75.065 feet to a point for a corner;

Thence bearing N 22° 04' 18" E a distance of 103.768 feet to a point for a corner;

Thence along a curve to the LEFT, having a radius of 520.000 feet, a delta angle of 28° 38' 37", and whose long chord bears N 07° 45' 21" E a distance of 257.262 feet to a point for a corner;

Thence bearing N 06° 33' 57" W a distance of 145.940 feet to a point for a corner;

Thence along a curve to the RIGHT, having a radius of 580.000 feet, a delta angle of 31° 24' 12", and whose long chord bears N 09° 08' 09" E a distance of 313.928 feet to a point for a corner;

Thence bearing N 24° 50' 15" E a distance of 13.934 feet to a point for a corner;

Thence along a curve to the LEFT, having a radius of 25.000 feet, a delta angle of 90° 00' 00", and whose long chord bears N 20° 09' 45" W a distance of 35.355 feet to a point for a corner;

Thence bearing N 65° 09' 45" W a distance of 371.137 feet to a point for a corner;

Thence along a curve to the RIGHT, having a radius of 645.000 feet, a delta angle of 35° 04' 26", and whose long chord bears N 47° 37' 32" W a distance of 388.705 feet to a point for a corner;

Thence bearing N 30° 05' 19" W a distance of 526.965 feet to a point for a corner;

Thence along a curve to the LEFT, having a radius of 855.000 feet, a delta angle of 117° 50' 55", and whose long chord bears N 89° 00' 45" W a distance of 1464.590 feet to a point for a corner;

Thence bearing S 32° 03' 49" W a distance of 1096.082 feet to a point for a corner;

Thence along a curve to the LEFT, having a radius of 24.492 feet, a delta angle of 92° 24' 04", and whose long chord bears S 12° 56' 11" E a distance of 35.355 feet to a point for a corner;

Thence bearing S 57° 56' 11" E a distance of 105.622 feet to a point for a corner;

Thence along a curve to the RIGHT, having a radius of 575.000 feet, a delta angle of 54° 06' 20", and whose long chord bears S 30° 53' 01" E a distance of 523.032 feet to a point for a corner;

Thence bearing S 03° 49' 51" E a distance of 429.633 feet to a point for a corner;

Thence along a curve to the LEFT, having a radius of 555.000 feet, a delta angle of 14° 14' 46", and whose long chord bears S 10° 57' 15" E a distance of 137.640 feet to a point for a corner;

Thence bearing N 89° 31' 32" W a distance of 1612.255 feet to the point of beginning.

CONTAINING within these metes and bounds 474.65 acres or 20,675,762 square feet of land more or less, save and except a 5.00 acre tract as described in a Deed to Denton County and recorded in Document No. 2010-27754 (DRDCT).

Then being a net acreage of 569.65 acres or 20,457,962 square feet of land. Bearings contained herein are based upon the deeds to Highland Crusader Holding Corporation according to the deed recorded in Instrument Nos. D2011-40159 & D2011-40158.

TRACT 2

BEING a tract of land located in W. Love Survey, Abstract No. 728, Town of Flower Mound, Denton County, Texas, and being described in deed to WS-DCF, LLC, according to the deed recorded in Instrument No. D2012-82463 of the Deed Records of Denton County, Texas, (DRDCT) and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod and the most northeasterly corner of a tract of land as described in a deed to Denton County, Texas as recorded in Instrument No. 2011-8417 (DRDCT) said point also being in the westerly line of a tract of land as described in a deed to La Estancia Investments LP as recorded in Instrument No. D2008-137045 (DRDCT), said point also being in the northerly right-of-way line of F.M. 1171 (a variable width right-of-way);

Thence bearing N 71° 41' 12" W a distance of 339.462 feet to a 1/2 inch iron rod for a corner;

Thence bearing N 55° 42' 31" W a distance of 72.660 feet to a 1/2 inch iron rod for a corner;

Thence bearing N 71° 41' 12" W a distance of 236.430 feet to a 1/2 inch iron rod for a corner;

Thence bearing N 41° 23' 2" W a distance of 128.820 feet to a 1/2 inch iron rod for a corner;

Thence bearing N 71° 41' 55" W a distance of 582.900 feet to a 1/2 inch iron rod for a corner;

Thence bearing S 86° 24' 52" W a distance of 142.631 feet to a point for a corner;

Thence along Flower Mound Town limit line bearing N 10° 4' 59" E a distance of 1186.292 feet to a point for a corner;

Thence along Flower Mound Town limit line bearing S 89° 20' 44" E a distance of 1195.747 feet to a point for a corner;

Thence along said Westerly line of La Estancia Investments LP tract bearing S 0° 32' 43" W a distance of 1647.052 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 41.35 acres or 1,801,104.92 square feet of land more or less.

The bearings contained herein are based upon the deeds to Highland Crusader Holding Corporation according to the deed recorded in Instrument Nos. D2011-40159 & D2011-40158.

LEGAL DESCRIPTION of PROPOSED LOT 2R, BLOCK SS

BEING a tract of land situated in the J. WILBURN SURVEY, ABSTRACT NO. 1416, Town of Flower Mound, Denton County, Texas and being part of that tract of land described as Tract Two in Deed to NASH Canyon Falls, LLC, as recorded in Document No. 2015-34494, Deed Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found in the south line of Canyon Falls Drive, a 90 foot right-of-way, for the north corner of Lot 1X, Block SS of the Record Plat of CANYON FALLS RETAIL, an Addition to the Town of Flower Mound, Denton County, Texas according to the Plat thereof recorded in Document No. 2019-107, Plat Records, Denton County, Texas;

THENCE North 31 degrees 21 minutes 28 seconds East, a distance of 60.98 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for corner;

THENCE South 48 degrees 22 minutes 38 seconds East, a distance of 203.93 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for corner;

THENCE North 33 degrees 53 minutes 59 seconds East, a distance of 421.30 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for corner in the west line of Denton Creek Boulevard, a variable width right-of-way;

THENCE South 32 degrees 40 minutes 46 seconds East, a distance of 80.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for corner in the west line of proposed right turn lane right of way dedication of Denton Creek Boulevard, and the beginning of a curve to the right having a central angle of 04 degrees 11 minutes 28 seconds, a radius of 551.97 feet and a chord bearing and distance of South 35 degrees 07 minutes 27 seconds East, 40.37 feet;

THENCE Southeasterly, with said curve to the right, an arc distance of 40.37 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for corner;

THENCE North 52 degrees 59 minutes 19 seconds East, a distance of 12.18 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for corner in the west line of Denton Creek Boulevard, a variable width right-of-way and the beginning of a curve to the right having a central angle of 29 degrees 03 minutes 49 seconds, a radius of 605.00 feet and a chord bearing and distance of South 19 degrees 04 minutes 06 seconds East, 303.61 feet;

THENCE Southeasterly, with said curve to the right, an arc distance of 306.89 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for corner;

THENCE South 04 degrees 32 minutes 11 seconds East, a distance of 445.88 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for corner along the west right-of-way line of Denton Creek Boulevard;

THENCE North 48 degrees 22 minutes 38 seconds West, a distance of 834.22 feet to the POINT OF BEGINNING and containing 4.69 acres of land, more or less.

LEGAL DESCRIPTION:

BEING a tract of land situated in the M.E.P. & P.R.R. SURVEY, ABSTRACT NO. 922 and the J. WILBURN SURVEY, ABSTRACT NO. 1416, Town of Flower Mound, Denton County, Texas and being part of that tract of land described as Tract Two in Deed to NASH Canyon Falls, LLC, as recorded in Document No. 2015-34494, Deed Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found in the south line of Canyon Falls Drive, a 90 foot right-of-way, for the north corner of CANYON FALLS RETAIL, an Addition to the Town of Flower Mound, Denton County, Texas according to the Plat thereof recorded in Document No. 2019-107, Plat Records, Denton County, Texas;

THENCE Northeasterly, with said south line, the following four (4) courses and distances:

North 31 degrees 21 minutes 28 seconds East, a distance of 232.72 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for corner;

North 38 degrees 12 minutes 02 seconds East, a distance of 100.72 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for corner;

North 31 degrees 21 minutes 28 seconds East, a distance of 110.63 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for corner at the beginning of a curve to the right having a central angle of 80 degrees 00 minutes 00 seconds, a radius of 605.00 feet and a chord bearing and distance of North 76 degrees 21 minutes 28 seconds East, 27.58 feet;

Easterly, with said curve to the right, an arc distance of 30.63 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for corner in the west line of Denton Creek Boulevard, a variable width right-of-way;

THENCE Southerly, with said west line, the following three (3) courses and distances:

South 58 degrees 38 minutes 32 seconds East, a distance of 37.84 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for corner at the beginning of a curve to the right having a central angle of 54 degrees 06 minutes 20 seconds, a radius of 605.00 feet and a chord bearing and distance of South 31 degrees 35 minutes 22 seconds East, 550.32 feet;

Southerly, with said curve to the right, an arc distance of 571.31 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for corner;

South 04 degrees 32 minutes 11 seconds East, a distance of 445.88 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for corner;

THENCE North 48 degrees 22 minutes 38 seconds West, a distance of 834.22 feet to the POINT OF BEGINNING and containing 6.641 acres of land, more or less.

SURVEYOR'S CERTIFICATE:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That I, Ryan S. Reynolds, do hereby certify that I have prepared this plat from an actual survey of the land, and that the corner monuments shown thereon were found or placed under my personal supervision in accordance with the platting rules and regulations of Denton County, Texas.

RYAN S. REYNOLDS, R.P.L.S.
Registered Professional Land Surveyor No. 6385

STATE OF TEXAS §
COUNTY OF COLLIN §

Before me, the undersigned authority, on this day personally appeared RYAN S. REYNOLDS, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration and under the authority therein expressed.

Given under my hand and seal of office this ____ day of _____, 2019.

Notary public for and in the State of Texas

My commission expires: _____

Approved:

TOWN OF FLOWER MOUND
PLANNING AND ZONING COMMISSION

Perfecto Solis,
Chairman Planning and Zoning Commission

Chuck Russell,
Town Planner

_____, 2019
Date

SIGNED AND SEALED:

TOWN OF FLOWER MOUND

Theresa Scott, Town Secretary
Town of Flower Mound

MASTER PLAN FEATURES	
Land Use Plan	Denton Creek District
Specific Plans	Not within a Specific Area Plan
Urban Design Plan	Denton Creek District
Parks & Trails	Denton Creek District
Open Space Plan	N/A
Thoroughfare Plan	FM 1171 & US 377-Major Arterials, Canyon Falls Dr. & Denton Creek Blvd.-Urban Minor Arterials, St. Clair-Urban Collector
Water Plan	Denton Creek District Service Area
Wastewater Plan	Denton Creek District Service Area

OWNER'S CERTIFICATE:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT NASH CANYON FALLS, LLC, acting herein by and through its duly authorized officers, does hereby adopt this replat designated herein as CANYON FALLS - RETAIL, an Addition to the Town of Flower Mound, Denton County, Texas.

The easements shown hereon are hereby reserved for the purposes as indicated. All Street, alleys, rights-of-way, are hereby dedicated in fee simple to the Town of Flower Mound for municipal purposes. The utility and fire lane easements (streets, alleys, and common areas) shall be open to the public, fire and police units, garbage and rubbish collection agencies and all public and private utilities for each particular use. No buildings, trees, shrubs or other improvements or growths shall be constructed, reconstructed or place upon, over or across the utility easements as shown. Said utility easements being hereby reserved for the mutual use and accommodation of all public utilities using or desiring to use same.

All and any public utility shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on the utility easements and all public utilities shall at all times have the full right of ingress and egress to and from and upon the said utility easements for the purpose of construction, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone. Any public utility shall have the right of ingress and egress to private property for the purposes of reading meters and any maintenance and service required or ordinarily performed by that utility.

This plat approved and subject to all platting ordinances, rules, regulations and resolutions of the Town of Flower Mound.

BY: NASH CANYON FALLS, LLC
A DELAWARE LIMITED LIABILITY COMPANY

BY: NEWLAND REAL ESTATE GROUP, LLC
A DELAWARE LIMITED LIABILITY COMPANY
ITS DEVELOPMENT MANAGER

BY: _____
BRIAN CRAMER, VICE PRESIDENT

STATE OF TEXAS §
COUNTY OF COLLIN §

Before me, the undersigned authority, on this day personally appeared BRIAN CRAMER, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration and under the authority therein expressed.

Given under my hand and seal of office this ____ day of _____, 2019.

Notary public for and in the State of Texas

My commission expires: _____

1.General

All developments of over five acres shall be required to install a geodetic control network station (monument) within the boundaries of the development. The location of the station (monument) shall be selected and approved by the Town. The entire cost of the survey and installation of the station (monument) shall be the responsibility of the developers.

2. Survey Technical Specifications

The geodetic control station (monument) shall be established utilizing Global Positioning Real Time Kinematic methods. The published results of the survey shall be in accordance with the following specifications: horizontal positions will have a positional tolerance of 0.2 feet and a vertical position shall have a positional tolerance of 0.3 feet.

3. Monument Installation Specifications

The monuments shall be constructed using Berntsen CD2 Concrete Markers (2" diameter) or equivalent. The 2" diameter domed aluminum cap shall have "THE TOWN OF FLOWER MOUND" stamped on its face in 1/8" size letters around the outside edge. The monuments typically shall be placed on drainage structures or in concrete paving utilizing Berntsen DRYLOK Fast Plug anchoring epoxy or equivalent.

4. Geodetic Control Station Data Sheet Specifications

The Town shall be furnished with both an electronic file and an 8 1/2" by 11" hard copy of the monument description form. The monument description form shall have the minimum data shown and follow the format of the example monument description contained in the Standard Details.

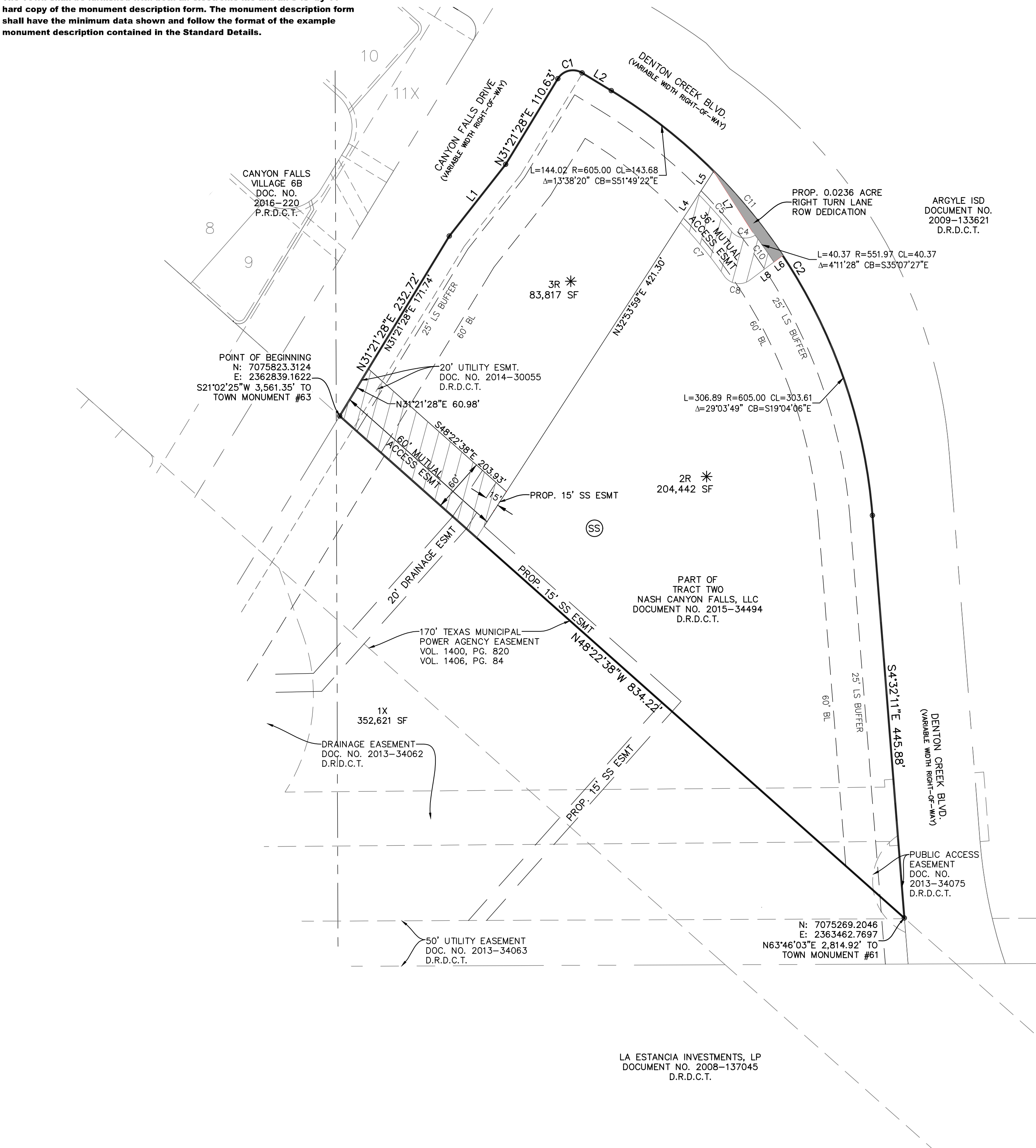
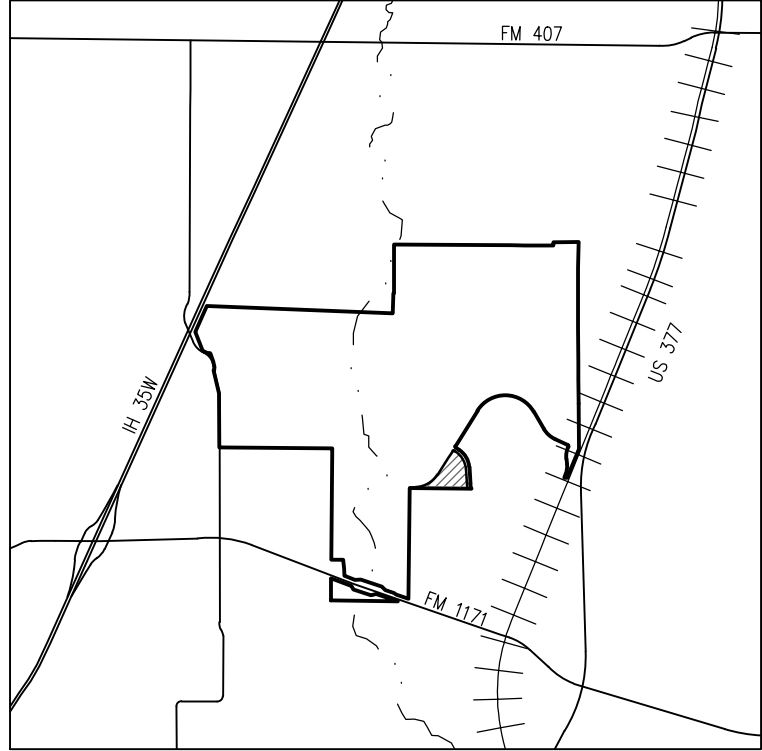


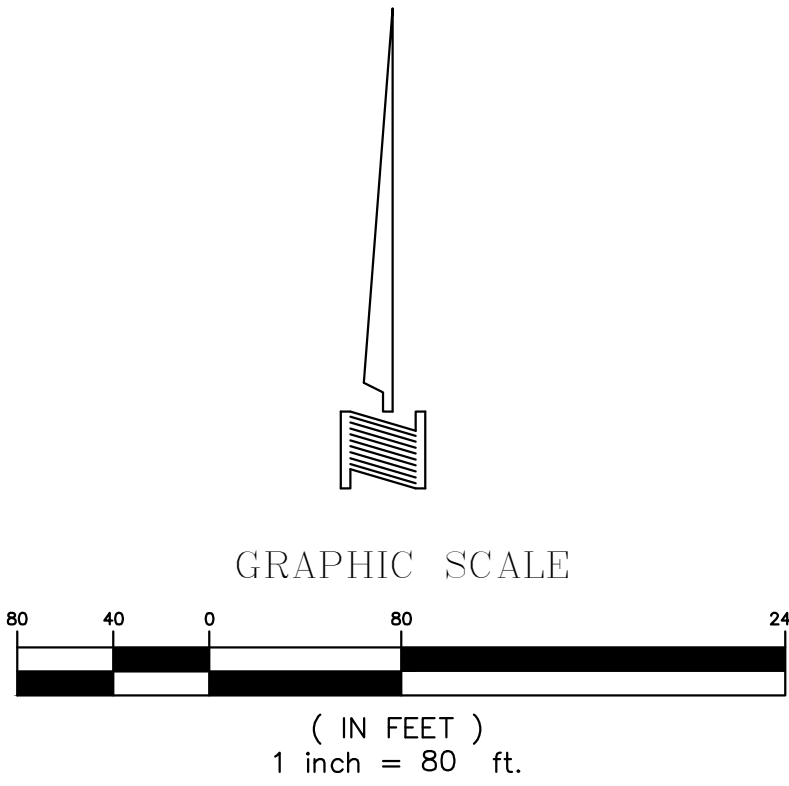
EXHIBIT C

LINE TABLE		
LINE	BEARING	LENGTH
L1	N38°12'02"E	100.72'
L2	S58°38'32"E	37.84'
L4	S32°53'59"W	36.93'
L5	S32°53'59"W	30.68'
L6	N52°59'19"E	12.18'
L7	S32°40'46"E	80.00'
L8	N52°59'19"E	32.99'

CURVE TABLE					
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C1	90°00'00"	19.50'	19.50'	30.63'	N76°21'28"E 27.58'
C2	54°06'20"	605.00'	308.97'	571.31'	S31°35'22"E 550.32'
C4	83°13'45"	20.00'	17.77'	29.05'	N80°27'14"W 26.57'
C5	5°50'24"	533.97'	27.24'	54.43'	N41°45'31"W 54.40'
C7	8°46'55"	497.97'	38.24'	76.33'	S39°22'25"E 76.25'
C8	92°01'43"	20.00'	20.72'	32.12'	S80°59'49"E 28.78'
C10	3°44'52"	551.97'	18.06'	36.11'	N34°54'10"W 36.10'
C11	11°24'12"	605.00'	60.40'	120.41'	S39°18'06"E 120.21'



VICINITY MAP
N.T.S.



LEGEND

- 1/2" IRON ROD FOUND WITH YELLOW PLASTIC CAP STAMPED "JVC" (UNLESS OTHERWISE NOTED)
- 1/2" IRON ROD SET WITH YELLOW PLASTIC CAP STAMPED "JVC" (UNLESS OTHERWISE NOTED)
- * LOT SUBJECT TO FUT. SITE PLAN & TREE SURVEY
- D.R.D.C.T. DEED RECORDS, DENTON COUNTY, TEXAS
- P.R.D.C.T. PLAT RECORDS, DENTON COUNTY, TEXAS
- ▨ MUTUAL ACCESS EASEMENT

MONUMENTS	
1) TOWN MONUMENT #61 2" DIAMETER DOMED ALUMINUM CAP STAMPED "TOWN OF FLOWER MOUND" SET IN THE SOUTHEAST CORNER OF A CONCRETE CURB INLET ON THE NORTHEAST SIDE OF CANYON FALLS DRIVE ELEV. 654.00' N: 7076513.4354 E: 2365987.7723	
2) TOWN MONUMENT #63 2" DIAMETER DOMED ALUMINUM CAP STAMPED "TOWN OF FLOWER MOUND" SET IN THE NORTHWEST CORNER OF A CONCRETE FIRE HYDRANT BASE ON THE EAST SIDE OF CANYON FALLS DRIVE ELEV. 608.81' N: 7072499.4008 E: 2361560.5484	

REPLAT
OF
**CANYON FALLS
RETAIL**
LOTS 2R & 3R, BLOCK SS;

BEING 6.641 ACRES LOCATED IN THE
M.E.P. & P.R.R. SURVEY - ABSTRACT NO. 922 &
J. WILBURN SURVEY - ABSTRACT 1416

AN ADDITION IN THE
TOWN OF FLOWER MOUND,
DENTON COUNTY, TEXAS
CONTAINING 2 COMMERCIAL LOTS
Date: August 01, 2019

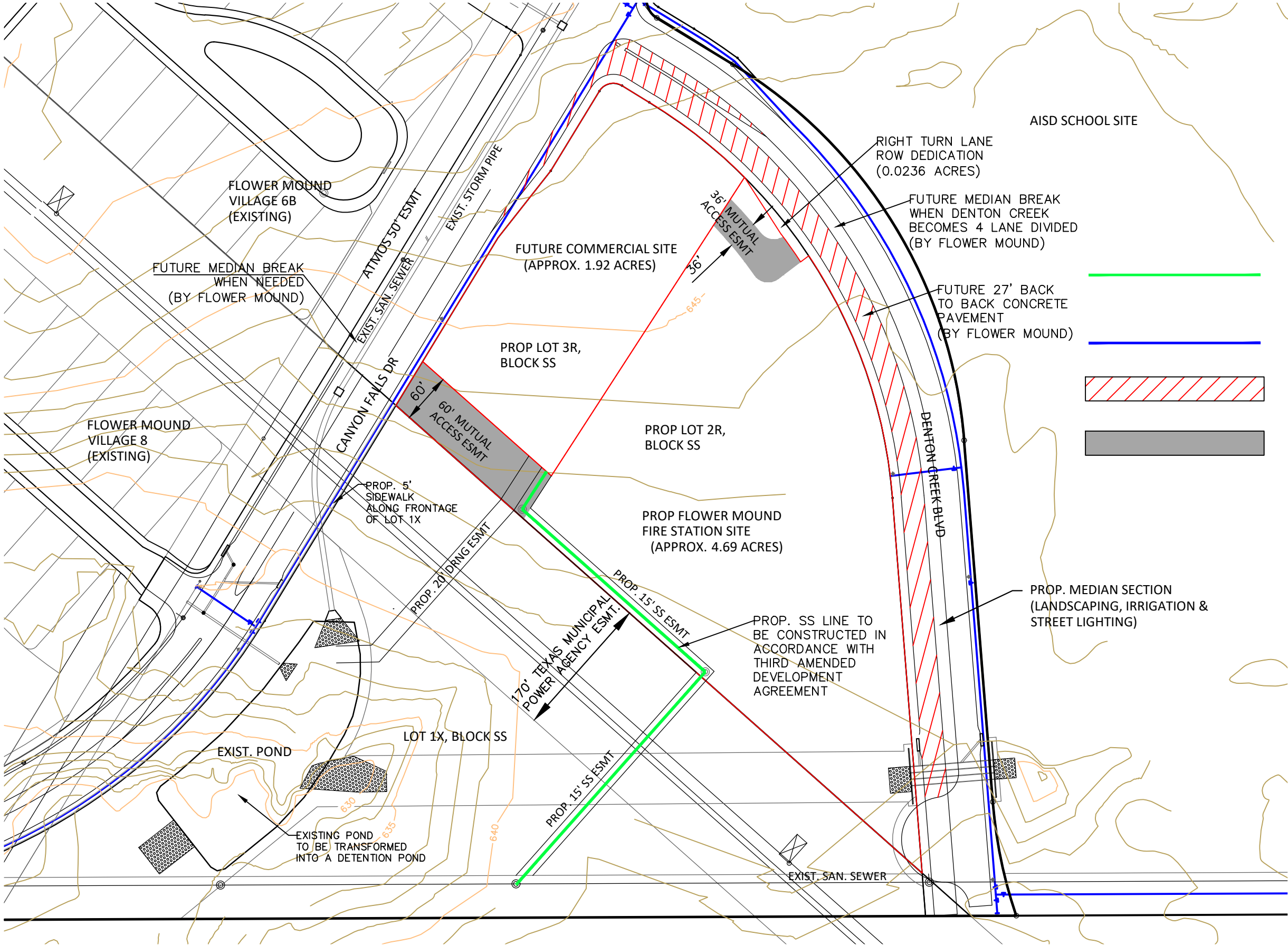
NOTES:

- THE BEARINGS CONTAINED HEREIN ARE BASED UPON THE DEED TO NASH CANYON FALLS, LLC, RECORDED IN INSTRUMENT NO. 2015-34494 OF THE DEED RECORDS OF DENTON COUNTY, TX (D.R.D.C.T.).
- ALL LOT CORNERS MONUMENTED WITH A 1/2 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JVC" UNLESS OTHERWISE NOTED.
- TOWN MONUMENT USED IS #38.
- PURSUANT TO THE ORDINANCE NO. 36-92 OF THE TOWN OF FLOWER MOUND, TEXAS, A MANDATORY HOMEOWNERS ASSOCIATION SHALL BE ESTABLISHED AND CREATED TO ASSUME AND BE RESPONSIBLE FOR THE CONTINUOUS AND PERPETUAL OPERATION MAINTENANCE AND/OR SUPERVISION OF DRAINAGE EASEMENTS, LANDSCAPING SYSTEMS OR THEIR PHYSICAL FACILITIES OF GROUND HELD IN COMMON AND NECESSARY OR DESIRABLE FOR THE WELFARE OF THE AREA OF SUBDIVISION OR THAT ARE OF COMMON USE OR BENEFIT. SAID MANDATORY HOMEOWNERS'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE CONTINUOUS AND PERPETUAL OPERATION MAINTENANCE AND/OR SUPERVISION OF THE LANDSCAPE SYSTEMS, FEATURES OR ELEMENTS LOCATED IN PARKWAY COMMON AREA, BETWEEN SCREENING WALLS OR LIVING SCREENS AND ADJACENT CURBS OR STREET PAVEMENT EDGES, ADJACENT TO DRAINAGE WAYS OR DRAINAGE STRUCTURES, OR AT SUBDIVISION ENTRYWAYS.
- ALL X-LOTS ARE UNBUILDABLE AND SHALL BE DEDICATED TO AND MAINTAINED BY THE HOA. ALL X-LOTS SHALL ALSO BE DEDICATED AS WATER, SEWER, PRIVATE DRAINAGE AND PEDESTRIAN ACCESS EASEMENTS.
- ANY FENCE CONSTRUCTED ADJACENT AND/OR PARALLEL TO OPEN SPACE SHALL CONSIST OF WROUGHT IRON OR TUBULAR STEEL.
- ALL RETAINING WALLS, TURN DOWN CURBS & TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO COMPLEMENT THE MATERIALS AND COLORS WITHIN THIS DEVELOPMENT.
- BEARINGS ARE BASED FROM GPS OBSERVATIONS, BY USING THE TOPCON NETWORK SURROUNDING THE DALLAS-FORT WORTH METROPLEX, ALONG WITH A HIGH PRECISION GEOID MODEL: NAD83, NAVD88 TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202. VERIFIED BY THE TOWN OF FLOWER MOUND CONTROL NETWORK, MONUMENT NO. 39. A COMBINED SCALE FACTOR OF 1.0001596 SHALL BE USED TO TRANSLATE TO GRID COORDINATES.
- THIS PROJECT IS SUBJECT TO PD 98
- LOT 2R & 3R, BLOCK SS ARE SUBJECT TO A FUTURE SITE PLAN. A TREE SURVEY IS REQUIRED TO BE SUBMITTED WITH FUTURE SITE PLAN.

ENGINEER/SURVEYOR:
J. VOLK CONSULTING, INC.
830 CENTRAL PARKWAY EAST, SUITE 300
PLANO, TX 75074
972-201-3100
RYAN.REYNOLDS@JVOLKCONSULTING.COM
TBPLS FIRM NO. 10194033

OWNER:
NASH CANYON FALLS, LLC
10940 WEST SAM HOUSTON PARKWAY
SUITE 300
HOUSTON, TX 77064
972-992-3159
BCRAMER@NEWLANDCO.COM

RECORDING INFORMATION



SCALE 1" = 120'
11"x17"

CANYON FALLS
TRACT 20A-FIRE STATION SITE
FLOWER MOUND, TX

06 August 2019



J. VOLK
consulting

830 Central Parkway East, Suite 300
Plano, TX 75074
972.201.3100 Texas Registration No. F-11962



3

D

C

B

A

J VOLK CONSULTING INC.
820 E CAMPBELL RD., SUITE 120
RICHARDSON, TX 75081
PHONE: 972-201-3100
FAX: 972-201-3099
CONTACT: TOM DAYTON
EMAIL: tom.dayton@jvolkconsulting.com

IRRIGATION CONSULTANT
IRRI-TECH
12650 SCHROEDER RD,
DALLAS, TX 75243
PHONE: 972-231-5153
CONTACT: MARVIN PRESTRIDGE
EMAIL: marvinp@irri-tech.com

GEOTECHNICAL
ALPHA TESTING, INC.
2209 WISCONSIN STREET #100
DALLAS, TX 75229
PHONE: 972-620-8911
FAX: 972-620-1302
CONTACT: FIRST LAST
EMAIL: email@email.com

ARCHITECT
CALLISON, LLC
2001 BRYAN ST, SUITE 3900
DALLAS, TX 75201
PHONE: 214-446-0950
FAX: 214-446-0951
CONTACT: TOM HIPPMAN
EMAIL: tom.hippman@callison.com

CIVIL ENGINEER

DATE:10/26/2016
BRIAN ADAMS
TEXAS RLA NO.1676

CALLISON, LLC
www.callison.com

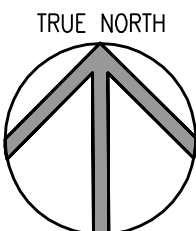
Town of Flower Mound, Texas

COVER SHEET



SCALE: 1"=60'

A horizontal scale bar with vertical tick marks at 0, 30, 60, and 120 feet. The bar is divided into three equal segments of 30 feet each.



LANDSCAPE ARCHITECT:
CALLISON, LLC
2001 BRYAN ST., SUITE 3900
DALLAS, TX 75201
T (214) 446-0950
F (214) 446-0951
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OR CONSTRUCTION

DATE:10/26/2016
BRIAN ADAMS
TEXAS RLA NO.1676

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CANYON FALLS

SILT POND
Town of Flower Mound, Texas

PROJECT 217098.00

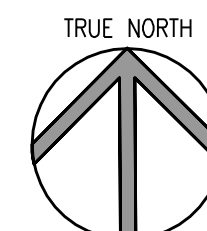
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LANDSCAPE PLANTING PLAN

LP-101



SCALE: 1"=20'



LP-102

DATE:10/26/2016
BRIAN ADAMS
TEXAS RLA NO.1676

LANDSCAPE ARCHITECT:
CALLISON, LLC
2001 BRYAN ST., SUITE 3900
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OWNER:
NASH CANYON FALLS, LLC
10940 W. Sam Houston
Pkwy. North, Suite 300
Houston, TX 77064
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C 214 734 5924

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ISSUED / REVISED	DATE
CITY SUBMITTAL	10/26/2016

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Town of Flower Mound, Texas

TREE MITIGATION NOTES & DETAILS

LP-601

STREET BUFFER SHRUBS (10 SHRUBS PER 50 LF.)			
STREET NAME	FRONTAGE (LF)	REQUIRED	PROVIDED
CANYON FALLS DRIVE	1,130'	226	353 (BASED ON SF CALCULATION @ 36" O.C.)

PLANT SCHEDULE

July 25, 2019

Poornima Kashyap
Senior Planner
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028

RE: Canyon Falls Letter of Appeal – ZPD19-0007 & MPA19-0002

Dear Poornima,

We would like to formally request an appeal to Council on the Planning & Zoning recommendation for denial of the subject items above. We understand that these items will be placed on the agenda for the next Council meeting on August 5, 2019.

We appreciate your assistance with this request.

Sincerely,

J. Volk Consulting, Inc.

A handwritten signature in black ink, appearing to read "Tom Dayton", is positioned above the printed name and title.

Tom Dayton, P.E.
Vice President



TOWN COUNCIL AGENDA ITEM NO. 16

REGULAR ITEM

DATE: August 19, 2019

FROM: Lexin Murphy, Director of Planning Services

ITEM: **Public Hearing to consider an ordinance amending the Land Development Regulations (LDR19-0005 – Extended Stay Hotels) by amending Chapter 98 entitled “Zoning,” of the Town's Code of Ordinances, to create or modify the definitions and define the standards for hotels and motels, extended stay hotels, and specific use permit automatic renewals. (The Planning and Zoning Commission recommended approval with modifications by a vote of 6 to 1 at its August 12, 2019, meeting.)**

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) staff report and backup for this item. During Commissioner deliberation, concerns were raised about limiting the allowed density of extended stay hotels and preventing sprawling hotel developments that utilized multiple villa structures for accommodations. As such P&Z recommended the following amendments:

- Limit the maximum density of Extended Stay Hotels to 23 units per acre.
- Restrict the location of accommodations for all Hotels to one primary structure.

The attached ordinance reflects the changes recommended by P&Z.

ATTACHMENTS:

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

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

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

PLANNING AND ZONING COMMISSION

AGENDA ITEM NO: 2

REGULAR ITEM

DATE: August 12, 2019

FROM: Lexin Murphy, Director of Planning Services

ITEM: **Public Hearing to consider an ordinance amending the Land Development Regulations (LDR19-0005 – Extended Stay Hotels) by amending Chapter 98 entitled “Zoning,” of the Town's Code of Ordinances, to create or modify the definitions and define the standards for hotels and motels, extended stay hotels, and specific use permit automatic renewals.**

I. ITEM SUMMARY

This Town initiated item proposes to amend the Town's Land Development Regulations to provide updated definitions and standards for hotels and motels, extended stay hotels, and specific use permit automatic renewals.

This item will require final action by the Town Council, which is scheduled for August 19.

II. APPLICATION ANALYSIS

At the October 8, 2018, Planning and Zoning Commission meeting, the Commission approved a site plan for an extended stay hotel, Home2 Suites by Hilton, in the Riverwalk. This raised the question of whether the Town should have a zoning definition specific to extended stay hotels.

The Town currently only has one definition addressing hotel or motel lodging options, which is: *Hotel or motel* means a building or group of buildings designed and occupied as a temporary abiding place of individuals. To be classified as a hotel or motel, an establishment shall contain a minimum of 12 individual guestrooms or units and shall furnish customary hotel services.

After gathering information from survey cities, staff found that some of them did have definitions and standards specific to extended stay hotels. In addition, some cities had development standards for more typical hotels as well.

On January 7, 2019, during the Town Manager's Report of the Town Council meeting, Council directed staff to bring forward for consideration a suggested definition and standards for extended stay hotels.

On June 24, 2019, staff presented suggested language to the Planning and Zoning Commission updating the definition of Hotel or motel and incorporating development standards for that use, as well as creating a new definition and development standards for Extended stay hotels, during a work session ([video link](#)). As part of this presentation,

staff also presented the option to incorporate language creating an automatic renewal process for Specific Use Permits, which could be utilized for the newly proposed Extended stay hotel use.

The Planning and Zoning Commission requested that staff conduct additional research into which extended stay hotels currently existed in the Metroplex, along with key features of those existing facilities. The Commission also had the following comments:

- Address changes of ownership by extended stay hotels to ensure the new owners are aware of the automatic renewal process and the SUP requirements.
- Consider whether the Planning and Zoning Commission is the appropriate entity to evaluate compliance with codes unrelated to zoning.
- Consider whether we should define residential usage for the purposes of this ordinance, as the definition of Extended stay hotel states that residential usage is not permitted.

The proposed ordinance maintains the elements of the initial proposal, and includes a requirement for notification to the Town in the case of a change in property ownership, as well as a zoning requirement for compliance with all Town and state ordinances and laws. The idea behind the second requirement is that by making overall regulatory compliance a requirement of zoning, it brings the review into the Planning and Zoning Commission's purview. Staff's recommendation on the issue of further defining "residential usage" is that it could unnecessarily complicate the definition, when the only real purpose is to clarify that this is not intended to be a residential use for zoning classification.

III. CORRESPONDENCE

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

IV. ATTACHMENTS

A. Background Information

1. Benchmark City Comparison
2. Extended Stay Hotel Comparison

B. Application Details

1. Draft Redline Ordinance

Benchmark City Comparison - Extended Stay Hotels

	Separate Land Use Designation for "Extended Stay" Hotel	Occupancy Length Restrictions	24 Hour Staff Requirement	Additional Requirements
Flower Mound	No	No	No	No
Allen	No	No	No	No
Carrollton	Yes	Yes, No more than: Tier 1- 365 consecutive days, Tier 2 - 60 days in any 180 day period	Yes	Yes (Chapter 97 Hotel Code)
Colleyville	No	No	No	No
Coppell	No	No	Yes	Yes
Denton	No	No	No	No
Frisco	Yes	No	Yes	Yes (Pg.92,93,110,303)
Grapevine	No	No	No	No
Highland Village	No	No	No	No
Keller	No	No	No	No
Lewisville	No (* see note)	No	Yes	Yes
McKinney	No	No	No	No
North Richland Hills	No	No	No	Yes
Richardson	No	No	No	No
Southlake	No	No	No	No

*Hotels with stoves or ovens are considered dwelling units

EXTENDED STAY HOTEL COMPARISON

Hotel Brands	Marriott International				Hilton Worldwide			InterContinental Hotels Group		Hyatt Hotels	Choice Hotels	Wyndham Hotels	
Extend Stay Hotel Names	Residence Inn (Lewisville)	TownePlace Suites (Lewisville)	Springhill Suites (Grapevine)	Element	Homewood Suites	Home2Suites	Embassy Suites	Staybridge Suites	Candlewood Suites	Hyatt House	Suburan Extended Stay	Hawthorne Suites	Extended Stay America
Address	755 C E Vista Ridge Mall Dr, Lewisville, TX 75067	731 E Vista Ridge Mall Dr, Lewisville, TX 75067	2240 W Grapevine Mills Cir, Grapevine, TX 76051	3550, I-635, Irving, TX 75063	3240 Parkwood Blvd, Frisco, TX 75034	2000 Parkwood Blvd, Frisco, TX 75034	2401 Bass Pro Dr, Grapevine, TX 76051	8355 Parkwood Blvd, Plano, TX 75024	9484 Frisco St, Frisco, TX 75033	2875 Parkwood Blvd, Frisco, TX 75034	1920 Lakepointe Dr, Lewisville, TX 75057	5000 Plaza Dr, Irving, TX 75063•(972) 445-9507	1900 Lakepointe Dr, Lewisville, TX 75057
Attractions and Things Nearby	Vista Ridge Mall, 3.1 mi. from Golf Club and 9.4 mi. from Museum	Vista Ridge Mall, and 5 mi. from Lake Lewisville, 7 mi. from Legoland Discovery	7-min. walk from Sea Life Grapevine Aquarium, 3 mi. to DFW	2.6 mi. from Glof Course, 4.9 mi. from DFW	0.5 mi. Stonebriar Center Mall, 4.3 mi. from Toyota Stadium	Near Stonebriar Center Mall, < 1 mi. from Dr. Pepper Ballpark, 4 mi. from Hawaiian Falls	1 mi. from Legoland Discovery Center, 6 mi. from DFW	1 mi. from Stonebriar Centre, 6 mi. from soccer matches and Toyota Stadium	5 min. walk from Toyota Stadium, 1 mi. from Museum	11 min. walk from the Dr. Pepper Arena and 13 min. walk from Stonebriar Centre Mall	7 mi. from Legoalnd Discovery Center, 6 mi from Sea Life Grapevine Aquarium	2 mi. from DFW, 6 mi. from Legoland Discovery and Sea Life Grapevine Aquarium	5 mi. from Golf Club, 7 mi. from Legoland Discovery and Sea Life Aquarium
Primary Amenities													
Business Center	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	No
Convenience Store	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	No
Daily Housekeeping	Yes	Yes	Yes	Yes	Unknown	Unknown	Unknown	Unknown	Yes	Unknown	Unknown	Unknown	No
Dog Run	No	Yes	No	No	No	No	No	No	No	No	No	No	No
Fitness Center	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
Free Breakfast	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	No	Yes	Yes
Hot Tub	Yes	Yes	Yes	No	Yes	Yes	Yes	No	Yes	No	No	No	No
Kitchenettes (microwave, fridge)	No	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	No
Kitchens - Fully Equipped (Full size oven, stove or cooktop, microwave, fridge, dishwasher)	Yes	No	No	Yes	Yes	Yes	No	No	Yes	Yes	Yes	No	Yes
Kitchens in all rooms (Every room has a fully equipped kitchen or kitchenette)	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes
Living Areas	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Lounge	No	No	Yes	Yes	No	No	Yes	Yes	No	Yes	No	No	No
Laundry Service	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Meeting Space	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	No
Parking - Free	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Restaurant	No	No	No	Yes	No	No	Yes	No	No	Yes	No	No	No
Room Service	No	Yes	No	No	No	No	Yes	No	No	No	No	No	No
Sports Court	No	Yes	No	No	No	No	No	No	No	No	No	No	No
Swimming Pool- Indoor	Yes	No	Yes	No	No	No	Yes	No	No	Yes	No	No	No
Swimming Pool - Outdoor	No	Yes	No	Yes	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No
Other Features/Highlights													
Baggage Storage	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	No	Unknown	No
Beach Access	Yes	No	Yes	No	No	No	No	No	No	No	No	No	No
Bicycle Rental	No	No	Yes	No	No	No	No	No	No	No	No	No	No
Child Care	No	No	No	Yes	No	No	No	No	No	No	No	No	No
Complimentary Light Dinner	No	No	No	No	Yes	No	Yes	No	No	No	No	No	No
Concierge	No	No	No	No	No	No	Yes	No	No	Yes	No	No	No
Fireplace	Yes	No	Yes	No	No	No	No	No	No	No	No	No	No
Free Airport Shuttle	No	No	Yes	Yes	No	No	Yes	No	No	No	No	Yes	Yes
Free Area Shuttle	No	No	No	No	Yes	No	No	Yes	No	No	No	Yes	No
Free Grocery Shopping Service	No	No	No	No	Yes	No	No	No	No	No	No	No	No
Free WiFi	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes
Golf Course	Yes	No	Yes	No	No	No	No	No	No	No	No	No	No
Interior Cooridors only	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Pets Welcome	Yes	Yes	Yes	Yes	No	Yes	No	Yes	Yes	Yes	No	No	Yes
Rooms: 1-bedroom suites	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Rooms: 2-bedroom suites	Yes	Yes	No	No	Yes	No	Yes	No	No	No	No	No	No
Rooms: Studio - Guest rooms	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Smoke-free Property	Yes	No	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	No

Town of Flower Mound

Amend Chapter 98 – Zoning, Sec. 98-2 – Definitions

Hotel or motel means a building or group of buildings designed and occupied as a temporary abiding place of individuals. To be classified as a hotel or motel, an establishment shall contain a minimum of 12 individual guestrooms or units and shall furnish customary hotel services, **such as linen and housekeeping.**

Add to Chapter 98 – Zoning, Sec. 98-1003 – Hotel or Motel

Hotel or Motel developments shall be subject to the following conditions:

- 1. Shall provide at least three amenities from the list below:**
 - a. Pool
 - b. Spa/sauna
 - c. Weight room/fitness center
 - d. Playground
 - e. Sports court
 - f. Plaza/atrium
 - g. Game room
 - h. Conference room (1,000 square foot minimum)
 - i. Full service restaurant (minimum seating capacity of 35)
- 2. Shall maintain ten (10) percent of the lot area as open space, exclusive of required setbacks, buffers, and parking areas, but including amenities from the above list, except for Conference room and Full service restaurant.**
- 3. Shall provide staff on-site 24 hours a day, seven days a week.**
- 4. The entrance to each room shall be gained from an interior corridor, which shall be climate controlled. First floor units may have secondary access from an interior courtyard or swimming pool area in addition to hallway access.**
- 5. A porte-cochere or covered area must be provided immediately adjacent to the entrance with a registration desk. The porte-cochere or covered area must be sufficient to accommodate the temporary parking of at least two (2) vehicles parked side by side for guests checking in and out.**

Amend Chapter 98 – Zoning, Sec. 98-2 – Definitions

***Extended Stay Hotel* means a type of hotel establishment designed to accommodate extended stays, with financial consideration being calculated on a nightly or weekly basis. These types of facilities are mainly suitable for the business traveler or extended vacation traveler and a minimum of fifty (50) percent of the room units shall contain living areas and kitchenette facilities, which include a stove top or oven or the ability to check out a cooking appliance. Residential usage is not permitted in Extended Stay Hotels and no occupant shall be deemed to be a resident of the hotel.**

Add to Chapter 98 – Zoning, Sec. 98-1004 – Extended Stay Hotel

In addition to the Hotel or Motel development standards, Extended Stay Hotels shall also be subject to the following conditions:

1. Shall maintain laundry facilities on-site for guest use.
2. Shall maintain booking records for a minimum of 60 days.
3. Each guest room shall have a minimum area of three hundred twenty-five (325) square feet, including sleeping area, kitchen, bathroom, and closet space.
4. The hotel shall install and maintain, in proper operating order, surveillance cameras in each interior hallway and lobby area, in the parking lots, and at each exterior door. The cameras shall be placed to provide visibility to the front and rear exteriors of the building. Monitors shall be provided for security and other hotel personnel so that on-site activities may be viewed at all times. Surveillance cameras shall be in operation 24 hours a day and records of images recorded shall be kept a minimum of 30 days.
5. Extended-stay hotels are required to operate in compliance with all zoning, building code, fire safety code, health code, and other ordinances and laws of the Town and the state.

This use requires a Specific Use Permit, which will expire five years from the passage of the approved ordinance, but is eligible for automatic renewal for additional five-year periods. For automatic renewal to occur, the property owner must file a complete application for automatic renewal with the Director of Planning Services, as outlined in Sec. 98-954, before the expiration of the current period.

In the event of a change in ownership/rebranding of the hotel on the property, the new property owner must notify the Director of Planning Services within 90 days from the date of closing. This will allow the Town to send the new property owner a copy of the Town's regulations and standards for extended stay hotels. A form acknowledging the receipt of the Extended Stay Hotel Regulations and agreeing to comply with said regulations must be returned to the Director of Planning Services within 30 days of the mail or email date that the materials were sent by the Town.

Add to Chapter 98 – Zoning, Sec. 98-954

Automatic Renewals:

1. Failure to timely file a complete renewal application will render this specific use permit ineligible for automatic renewal. The Town Council may, however, reinstate an SUP's eligibility for future automatic renewals as part of a new SUP ordinance or ordinance amendment.
2. Automatic renewal does not result in an amendment to the SUP ordinance. An applicant seeking to change the SUP conditions or to otherwise amend the SUP ordinance must submit a new SUP application, as outlined in Sec. 98-953. As part of the application for automatic renewal, the property owner shall state that all existing SUP conditions have been complied with, and that no changes to the conditions or other SUP ordinance provisions are being requested.
3. Upon the filing of a complete application for automatic renewal, the director shall send written notice to all owners of real property lying within 200 feet of the area governed by the SUP. The notice must state that the SUP is eligible for automatic renewal and may be automatically renewed without further notice.
4. If the owners of 20 percent or more of the land within 200 feet of the area governed by the SUP file a written protest against the automatic renewal in accordance with Sec. 78-154. - Action by town council, or if the director determines that the conditions of the SUP have not been met as referenced in the automatic renewal application, the director shall forward the application to the Planning and Zoning Commission for consideration, as outlined in Sec. 78-154. - Action by town council.

5. If forwarded for consideration, the Planning and Zoning Commission shall make a recommendation to Town Council regarding the proposed renewal based on staff reports, field inspections, and the evidence presented at its public hearing.
6. If forwarded for consideration, Town Council may: repeal the SUP's eligibility for automatic renewal; supplement, remove, or amend any of the conditions or provisions of the subject SUP ordinance; or take no action and allow the SUP to automatically renew. No renewal or expiration of an SUP may occur while the application is pending consideration.
7. This subsection does not impair the ability of the Town Council to call a public hearing on its own motion for the purpose of passing an amending ordinance to repeal an SUP's eligibility for automatic renewal, or to supplement, remove, or amend any of the conditions or other provisions in an SUP ordinance.

Add to Chapter 98 – Zoning, Article III. – District Regulations

Extended Stay Hotel should be added under Specific Uses for the following Districts: O Office District, C-2 Commercial District-2, I-1 Industrial District-1, I-2 Industrial District-2, WR Water Recreation District, REC Recreational District, CC Campus Commercial District, and CI Campus Industrial District.

The Schedule of Use Regulations chart located in Chapter 98 – Zoning, Sec. 98-952, should also be updated to reflect the requirement of an SUP in the districts listed above for an Extended Stay Hotel.

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF TOWN COUNCIL THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 98, "ZONING" OF THE TOWN'S CODE OF ORDINANCES, THE COMPREHENSIVE ZONING ORDINANCE OF THE TOWN, SECTION 98-2, "DEFINITIONS" TO EXPAND THE DEFINITION FOR HOTEL OR MOTEL AND ADD A DEFINITION FOR EXTENDED STAY HOTEL; ADDING A NEW SECTION 98-1003, "HOTEL OR MOTEL" PROVIDING REGULATIONS RELATED TO HOTEL OR MOTEL DEVELOPMENTS; ADDING A NEW SECTION 98-1004, "EXTENDED STAY HOTEL" PROVIDING ADDITIONAL REQUIREMENTS FOR EXTENDED STAY HOTEL DEVELOPMENTS; ADDING A NEW SECTION 98-954, "AUTOMATIC RENEWALS" PROVIDING FOR THE AUTOMATIC RENEWAL OF SPECIFIC USE PERMITS; AMENDING 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; AMENDING SECTION 98-952 "USE CLASSIFICATION" ADDING "EXTENDED STAY HOTEL" TO THE SCHEDULE OF USE REGULATIONS CHART AS A USE ALLOWED WITH THE APPROVAL OF A SPECIFIC USE PERMIT IN CERTAIN DISTRICTS AND ALLOWED BY RIGHT IN A PD PLANNED DEVELOPMENT DISTRICT; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATION; 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 previously adopted Chapter 98, Zoning, of Subpart B, Land Development Regulations, of the Town of Flower Mound Code of Ordinances, as amended, establishing regulations for zoning and uses of land and development of real property within the Town; and,

WHEREAS, the Town Council finds and determines that the regulations related to hotel and motel uses should be amended as set out herein to provide clarification and development standards applicable to such uses; and,

WHEREAS, the Town Council finds and determines that regulations related to extended stay hotel uses should be added to define and establish development standards applicable to such uses; and,

WHEREAS, the Town Council finds and determines that the regulations related to specific use permits should be modified to create an automatic renewal process that could be applied to specific uses in certain circumstances to allow Town Council the ability to review specific use permits at designated time periods if the site is not in compliance with or has record of being out of compliance with zoning standards; and,

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

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

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

SECTION 1

That Section 98-2, "Definitions," of Article I, "In General," of Chapter 98 of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to add a definition of "*Extended Stay Hotel*" and to modify the definition of "*Hotel or Motel*" to be added and inserted alphabetically to read as follows:

"Sec. 98-2. – Definitions

Extended Stay Hotel means a type of Hotel or Motel establishment designed to accommodate extended stays, with financial consideration being calculated on a nightly or weekly basis. These types of facilities are mainly suitable for the business traveler or extended vacation traveler and a minimum of fifty (50) percent of the room units shall contain living areas and kitchenette facilities, which include a stove top or oven or the ability to check out a cooking appliance. Residential usage is not permitted in Extended Stay Hotels and no occupant shall be deemed to be a resident of the hotel.

Hotel or motel means a building or group of buildings designed and occupied as a temporary abiding place of individuals, with the location of accommodations limited to one primary structure. To be classified as a hotel or motel, an establishment shall contain a minimum of 12 individual guestrooms or units and shall furnish customary hotel services, such as linen and housekeeping.

***"

SECTION 2

That Section 98-1003, "Hotel or Motel," and Section 98-1004, "Extended Stay Hotel," of Subdivision III, "Special Use Conditions," of Division 2, "Uses," of Article IV, "Supplementary District Regulations," of Chapter 98 of the Code of Ordinances, Town of Flower Mound, Texas, is hereby added to read as follows:

"Sec. 98-1003 – Hotel or Motel

Hotel or Motel developments shall be subject to the following conditions:

- (1) Shall provide at least three amenities from the list below:
 - (a) Pool
 - (b) Spa/sauna
 - (c) Weight room/fitness center
 - (d) Playground
 - (e) Sports court
 - (f) Plaza/atrium
 - (g) Game room
 - (h) Conference room (1,000 square foot minimum)
 - (i) Full service restaurant (minimum seating capacity of 35)
- (2) Shall maintain ten (10) percent of the lot area as open space, exclusive of required setbacks, buffers, and parking areas, but including amenities from the above list, except for Conference room and Full service restaurant.
- (3) Shall provide staff on-site 24 hours a day, seven days a week.
- (4) The entrance to each room shall be gained from an interior corridor, which shall be climate controlled. First floor units may have secondary access from an interior courtyard or swimming pool area in addition to hallway access.
- (5) A porte-cochere or covered area must be provided immediately adjacent to the entrance with a registration desk. The porte-cochere or covered area must be sufficient to accommodate the temporary parking of at least two (2) vehicles parked side by side for guests checking in and out.

Sec. 98-1004 – Extended Stay Hotel

In addition to the Hotel or Motel development standards, Extended Stay Hotels shall also be subject to the following conditions:

- (1) Shall be restricted to a maximum density of 23 units per acre.
- (2) Shall maintain laundry facilities on-site for guest use.
- (3) Shall maintain booking records for a minimum of 60 days.
- (4) Each guest room shall have a minimum area of three hundred twenty-five (325) square feet, including sleeping area, kitchen, bathroom, and closet space.
- (5) The hotel shall install and maintain, in proper operating order, surveillance cameras in each interior hallway and lobby area, in the parking lots, and at each exterior door. The cameras shall be placed to provide visibility to the front and rear exteriors of the building. Monitors shall be provided for security and other hotel personnel so that on-site activities may be viewed at all times. Surveillance cameras shall be in operation 24 hours a day and records of images recorded shall be kept a minimum of 30 days.
- (6) Extended stay hotels are required to operate in compliance with all zoning, building code, fire safety code, health code, and other ordinances and laws of the Town and the state.

This use requires a Specific Use Permit, which will expire five years from the passage of the approved ordinance, but is eligible for automatic renewal for additional five-year periods. For automatic renewal to occur, the property owner must file a complete application for

automatic renewal with the Director of Planning Services, as outlined in Sec. 98-954, before the expiration of the current period.

In the event of a change in ownership/rebranding of the hotel on the property, the new property owner must notify the Director of Planning Services within 90 days from the date of closing. This will allow the Town to send the new property owner a copy of the Town's regulations and standards for extended stay hotels. A form acknowledging the receipt of the Extended Stay Hotel Regulations and agreeing to comply with said regulations must be returned to the Director of Planning Services within 30 days of the mail or email date that the materials were sent by the Town."

SECTION 3

That Section 98-954, "Automatic Renewals," of Subdivision II, "Regulations," of Division 2, "Uses," of Article IV, "Supplementary District Regulations" of Chapter 98 of the Code of Ordinances, Town of Flower Mound, Texas, is hereby added to read as follows:

"Sec. 98-954 – Expiration or Automatic Renewal of SUPs

- (1) A specific use permit granted in accordance with section 98-953 may include an expiration date or a provision providing eligibility for automatic renewal upon submission of a complete application package with automatic renewal requirements.
- (2) Failure to timely file a complete renewal application will render a specific use permit ineligible for automatic renewal. The Town Council may, however, reinstate an SUP's eligibility for future automatic renewals as part of a new SUP ordinance or ordinance amendment.
- (3) Automatic renewal does not result in an amendment to the SUP ordinance. An applicant seeking to change the SUP conditions or to otherwise amend the SUP ordinance must submit a new SUP application, as outlined in Sec. 98-953. As part of the application for automatic renewal, the property owner shall state that all existing SUP conditions have been complied with, and that no changes to the conditions or other SUP ordinance provisions are being requested.
- (4) Upon the filing of a complete application for automatic renewal, the director shall send written notice to all owners of real property lying within 200 feet of the area governed by the SUP. The notice must state that the SUP is eligible for automatic renewal and may be automatically renewed without further notice.
- (5) If the owners of 20 percent or more of the land within 200 feet of the area governed by the SUP file a written protest against the automatic renewal in accordance with Sec. 78-154. - Action by town council, the application shall be forwarded to the Planning and Zoning Commission for consideration, as outlined in Sec. 78-154. - Action by town council. In addition, if the director determines that the conditions of the SUP have not been met, the director may forward the application to the Planning and Zoning Commission for consideration, as outlined in Sec. 78-154. - Action by town council.

- (6) If forwarded for consideration, the Planning and Zoning Commission shall make a recommendation to Town Council regarding the proposed renewal based on staff reports, field inspections, and the evidence presented at its public hearing.
- (7) If forwarded for consideration, Town Council may: repeal the SUP's eligibility for automatic renewal; supplement, remove, or amend any of the conditions or provisions of the subject SUP ordinance; or take no action and allow the SUP to automatically renew. No renewal or expiration of an SUP may occur while the application is pending consideration.
- (8) This subsection does not impair the ability of the Town Council to call a public hearing on its own motion for the purpose of passing an amending ordinance to repeal an SUP's eligibility for automatic renewal, or to supplement, remove, or amend any of the conditions or other provisions in an SUP ordinance."

SECTION 4

That Sections 98-543, "Specific Uses," 98-663, "Specific Uses," 98-693, "Specific Uses," 98-723, "Specific Uses," 98-753, "Specific Uses," 98-783, "Specific Uses," 98-843, "Specific Uses," 98-873, "Specific Uses," of Article III, "District Regulations" of Chapter 98 of the Code of Ordinances, Town of Flower Mound, Texas, are hereby amended to add "Extended Stay Hotel" to be inserted alphabetically to read as follows:

"Sec. 98-543 – Specific uses

Extended Stay Hotel

Sec. 98-663 – Specific uses

Extended Stay Hotel

Sec. 98-693 – Specific uses

Extended Stay Hotel

Sec. 98-723 – Specific uses

Extended Stay Hotel

Sec. 98-753 – Specific uses

Extended Stay Hotel

Sec. 98-783 – Specific uses

Extended Stay Hotel

Sec. 98-843 – Specific uses

Extended Stay Hotel

Sec. 98-873 – Specific uses

Extended Stay Hotel

***”

SECTION 5

That Subsection (c), “Schedule of Use Regulations,” of Section 98-952, “Use Classification,” of Subdivision II, “Regulations,” of Division 2, “Uses,” of Article IV, “Supplementary District Regulations,” of Chapter 98 of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to add “Extended Stay Hotel” in the Schedule of Use Regulations chart to read as follows:

“Sec. 98-952 – Schedule of Use Regulations Chart

Personal Service Uses	A	S F E	SF -5	SF 30	SF 15	SF 10	S F A	2 F	M F	M H	O	R 1	R 2	C 1	C 2	C C	C I	I 1	I 2	W R	R E C	P D	C B D
Extended Stay Hotel											S				S	S	S	S	S	S	S	P	*

***”

SECTION 6

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 7

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 8

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 9

All rights and remedies of the Town of Flower Mound are expressly saved as to any and all violations of the provisions of the Code of Ordinances as amended or revised herein, or any other ordinances affecting the matters regulated herein which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 10

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 11

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF __ TO __, ON THIS THE 19TH DAY OF AUGUST, 2019.

APPROVED:

Steve Dixon, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**



TOWN COUNCIL AGENDA ITEM NO. 17

REGULAR ITEM

DATE: August 19, 2019

FROM: Theresa Scott, Town Secretary

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 originally appointed by Town Council November 21, 2016, and reappointed December 17, 2018, with a term ending December 31, 2020, 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 twenty (20) 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 from a quarterly (4) to a semi-annual schedule (2) and for submittal within 20 calendar days instead of 10 as indicated above.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Proposed Expenditure/(Revenue):

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.

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

the Town Secretary (for distribution to the Town Council) within twenty (20) 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 19th DAY OF AUGUST, 2019.

APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

Town Council Future Agenda Items



SCHEDULED	9/3/2019	Consent	Consider approval of an Ordinance amending Chapter 14, "Buildings and Building Regulations," Article XII, "Construction within public Rights-Of-Way," Division 5, "Network Nodes and Node support Poles;" section 14-507, "conformance with the Town's public rights-of-way ordinance," of the code of ordinances of The Town of Flower Mound, Texas.
		Consent	Consider approval of the purchase and installation of a fire station alerting system in the amount of \$358,306.46.
		Consent	Consider approval of an Ordinance amending of Chapter 14 , "Buildings and Building Regulations," Article XII, "Construction within public Rights-Of-Way," Division 2, "Registration and Permit," Section 14-472, "Construction Permits," of the Code of Ordinances, of the Town of Flower Mound, Texas, by requiring a permit fees for permits issued for construction in the public Rights-of-way.
		Consent	Consider approval of the purchase of traffic signal heads and parts, in the estimated annual amount of \$125,000.00, from Consolidated Traffic Control, through the HGAC contract.
		Consent	Consider approval of an Ordinance amending Chapter 14, "Buildings and Building Regulations," Article XII, "Construction within public Rights-Of-Way," Division 5, "Network Nodes and Node support Poles;" section 14-507, "conformance with the Town's public rights-of-way ordinance," of the code of ordinances of The Town of Flower Mound, Texas.
		Consent	Consider approval of an amendment to Chapter 34. – Environment, of the Code of Ordinances by creating Article X. – Fats, Oils, and Grease. This Article sets forth uniform requirements for users of the Publicly Owned Treatment Works for the Town of Flower Mound to capture and dispose of fats, oils, and grease and enables the Town to comply with all applicable State and Federal laws, including the Clean Water Act of 1977, 33 U.S.C., § 1251, et seq.; and the General Pretreatment Regulations, Title 40 C.F.R. Part 403.
		Consent	Consider approval of an Ordinance amending Chapter 14, "Buildings and Building Regulations," Article XII, "Construction within public Rights-Of-Way," Division 2, "Registration and Permit," Section 14-472, "Construction Permits," of the Code of Ordinances, of the Town of Flower Mound, Texas, by requiring a permit fees for permits issued for construction in the public Rights-of-way.
		Consent	Consider approval of a resolution accepting the STEP Comprehensive Grant from the Texas Department of Transportation, execution of an agreement with TxDOT, and authorization for Sgt. Steven Strickland to electronically execute said agreement on behalf of the Town.
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on August 19, 2019.

SCHEDULED	9/3/2019	Regular	Public Hearing to consider an application for a tree removal permit for one hundred seven (107) specimen trees on property proposed for development as Lakewood development. The property is generally located north of Long Prairie Road and east of Silveron Boulevard. Commission Member Naylor seconded the motion. (The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its March 5, 2019, meeting).
		Regular	Public Hearing to consider a request for rezoning (ZPD17-0013 - Lakewood) from Planned Development District No. 31 (PD-31) with Campus Commercial District (CC) uses to Planned Development District No.163 (PD-163) with both non-residential and residential uses in compliance with the Campus Commercial land use designation within the Lakeside Business District Area Plan, including a Comprehensive Sign Package, and with an exception to the Architectural Standards of the Town's Urban Design Plan for meritorious design, and a waiver to the Architectural Standards in the Town's Urban Design Plan for roof pitch for certain buildings less than 15,000 square feet in size, a request for an exception to Section 82-302, Compatibility buffer, of the Code of Ordinances, and with certain waivers, exceptions and modifications to the Code of Ordinances including but not limited to an exception to Section 98-147, "Topographical Slope Protection," and consider adopting an ordinance providing for said amendment. The property is generally located north of Long Prairie Road and east of Silveron Boulevard. (The Planning and Zoning Commission recommended approval/denial by a vote of 0 to 0 at its August 26, 2019, meeting.)
		Regular	Public Hearing to consider a tax rate of \$0.4390 per \$100 assessed valuation.
	9/16/2019	Presentation	Proclamation for United Way of Denton County, "LIVE UNITED Month"
		Consent	Wastewater Treatment Plant Phase IV - CCA Amendment No. 1.
		Consent	Consider approval of a Construction Manager at Risk Agreement for the restoration of the Gibson Grant Log House Project with XYZ Inc. for a fixed fee of \$XXX; and authorization for the Mayor to execute the same on behalf of the Town.
		Consent	Consider approval of a Professional Services Agreement with ECS Southwest, LLP, to provide construction materials engineering and testing, for the Kirkpatrick Lane 12-Inch Water Line Phase II project, in the amount of \$47,170.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of a Construction Agreement with GRod Construction, LLC, for the FM2499 12-Inch Water Line Phase I project, in the amount of \$859,092.30; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Wastewater Treatment Plant Phase V - CCA
		Consent	Valley Ridge Blvd @ Morriss Road & Windsor Roundabout Connection- Testing Award.
		Consent	Wastewater Treatment Plant Phase V - Testing Award
		Consent	Kirkpatrick Lane 12-Inch Waterline - Construction Award.

SCHEDULED	9/16/2019	Consent	Valley Ridge Blvd @ Morriss Rd - Construction Award.
		Consent	Sidewalk Links (407 - Morriss to Browning) - Design Award.
		Consent	Consider approval of a Professional Services Agreement with ECS Southwest, LLP, to provide construction materials engineering and testing, for the FM2499 12-Inch Water Line Phase I project, in the amount of \$18,320.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Flower Mound Storage Warehouse Change Order No. 2.
		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	Consider approval of the minutes from a regular meeting of the Town Council held on September 3, 2019.
		Regular	Wastewater Treatment Plant Phase V - Construction Award
		Regular	Town Council to consider nominees to be voted on by taxing jurisdictions for the Board of Directors for the Denton Central and Tarrant Appraisal Districts.
		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 \$0.4390 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	Consider purchase and installation of audio/visual equipment for Central Fire Station Training Room from Data Projections in the amount of \$126,681.00.

SCHEDULED	10/7/2019	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	Windsor Roundabout Connection - Testing Award.
		Consent	Bakers Branch Stabilization @ 621 Somerset - Bagwall
		Consent	Lakewood Park Pavilion & Improvements - Testing Award
		Consent	Windsor Roundabout Connection - Construction Award.
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on September 16, 2019.
	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)
	12/16/2019	Presentation	Announcement and Presentation of 2019 Outstanding Citizenship Award(s)