AGENDA

FLOWER MOUND TOWN COUNCIL REGULAR MEETING

11/4/2019

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

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

A. CALL MEETING TO ORDER

B. INVOCATION

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

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

Cub Scout Pack 1225, Liberty Elementary
Cub Scout Pack 392, Forest Vista Elementary, Doge Patrol

D. PUBLIC COMMENT

To speak to Council during public comment, please fill out a comment form.

- **Speakers are limited to 3 minutes, a tone will sound at 30 seconds left and when time has expired**
- **Please state your name and address when speaking**

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

E. PRESENTATIONS

1. 'National Night Out' neighborhood winner(s) award presentation
2. Proclamation to designate November as Arts Month in Flower Mound

F. ANNOUNCEMENTS

1. Announce recent and upcoming civic and social events.

G. TOWN MANAGER'S REPORT

Update and discussion on:

1. Capital improvement projects
2. Economic Development projects
3. DCTA Update
4. Transportation Model Update

H. FUTURE AGENDA ITEMS

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

I. COORDINATION OF CALENDARS

1. A regular meeting is scheduled for Monday, November 18.
2. Discuss and consider cancelling the work sessions for November 21 & December 19.

J. CONSENT ITEMS

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

1. Minutes 10/7 & 10/17- Consider approval of the minutes from a regular meeting of the Town Council on October 7, 2019; and a Town Council and Parks Board work session on October 17, 2019.
2. PIR methods- Consider approval of a resolution adopting the method for making written request for public information.
3. Concentra Medical Centers- Consider approval of a Contract for Services with Concentra Medical Centers to provide health assessments, fitness for duty assessments, alcohol and drug testing, injury medical treatment and case management, and authorization for the Mayor to execute same on behalf of the Town.
4. Ord. Repeal- Dogs on Patio- Consider approval of an ordinance amending Chapter 18, “Businesses,” Article III “Food and Food Establishments,” by repealing Section 18-127, “Permit to allow dogs on food establishment outdoor patio,” and amending Appendix A, “Fee Schedule,” by removing the permit fee for Section 18-127, of the Code of Ordinances of the Town of Flower Mound, Texas.
5. DOJ Bulletproof Vest Grant- Consider approval of a resolution accepting grant funds from the Department of Justice’s Office of Justice Programs for the purchase of bulletproof vests for the Police Department as part of the FY 2019 Bulletproof Vest Partnership.
6. Denton County ICA for EMS- Consider approval of an Interlocal Cooperation Agreement with Denton County for the provision of ambulance services for the benefit of the citizens of Flower Mound and Denton County, and authorization for the Mayor to execute same on behalf of the Town.
7. Denton County ICA for Fire- Consider approval of an Interlocal Cooperation Agreement with Denton County for the provision of fire protection services for the benefit of the citizens of Flower Mound and Denton County, and authorization for the Mayor to execute same on behalf of the Town.
8. Outdoor Warning Sirens- Consider approval of an Annual Maintenance Contract with Mass Notification Services, Inc for the Town’s Outdoor Warning Siren System in the amount of $18,055.00, and authorization for the Mayor to execute same on behalf of the Town.
9. Medical Supplies- Consider approval of the purchase of emergency medical supplies and pharmaceuticals from Bound Tree Medical LLC, through the City of Cedar Hill Contract in the amount of $105,000.00.
10. Firefighter Uniforms- Consider approval of the purchase of Firefighter uniforms from Gall’s LLC through the City of Frisco Cooperative Bid No. 1905-082 (TOFM No. 2019-168-I).

11. Firefighter Turnout Gear- Consider approval of the purchase of forty-four sets of bunker gear from NAFECO, Inc. through BuyBoard Purchasing Contract No. 524-17 in the total amount of $125,701.84. and authorization for the Mayor to approve same on behalf of the Town.

12. Law Enforcement Database- Consider approval of an agreement with Thomson Reuters, Inc., for a three-year fee agreement for a law enforcement database known as CLEAR; and authorization for the Mayor to execute same on behalf of the Town.

13. Patrol Boat Purchase- Consider approval of the purchase of one (1) new patrol boat and equipment for Police Services from Siddons-Martin, with funds from the awarded JAG police grant.

14. Asphalt Overlay Contract- Consider approval of an increase to the annual purchase contract for asphalt overlay services from Reynolds Asphalt & Construction Company, through a City of Grand Prairie Contract (#16112) from an estimated total of $350,000.00 to an estimated total of $500,000.00.

15. Garden Ridge Water Line 2 - Design Award- Consider approval of a Professional Services Agreement with Wade Trim, Inc., for the design phase services associated with the Garden Ridge Phase II Water Line project, in the amount of $94,103.00; and authorization for the Mayor to execute same on behalf of the Town.

16. Hillside Water Line - Design- Consider approval of a Professional Services Agreement with Wade Trim, Inc., for the design phase services associated with the Hillside Water Line Connection project, in the amount of $36,420.00; and authorization for the Mayor to execute same on behalf of the Town.

17. FM2499@Silveron Signal Construction- Consider approval of a Construction Agreement with Roadway Solutions, Inc., for the FM 2499 at Silveron Traffic Signal project, in the amount of $209,984.00; and authorization for the Mayor to execute same on behalf of the Town.

18. Streetlights -Forest Vista School- Consider approval of the purchase and installation of streetlights at the Forest Vista Elementary School from CoServ Electric, for work associated with the Roadway Amenities project, in the amount of $55,909.26.

19. Traffic Signal Detection Rehab project- Consider approval of the purchase of new Traffic Signal Detection Equipment for the Traffic Detection Rehabilitation project, from Twincrest Technologies through the HGAC program, in the amount of $120,500.00.

20. 2019-2020 Strategic Plan- Consider adoption of the Town Council Strategic Plan for Fiscal Year 2019-2020.

K. REGULAR ITEMS

21. Gibson-Grant Log Cabin Grant- Consider approval of a resolution accepting grant funds from the Texas Historical Commission (THC), execution of an agreement with the THC, and authorization for the Mayor to execute said agreement on behalf of the Town.

22. Peters Colony Master Plan- **Public Hearing** to consider recommendation of a conceptual master plan for Peters Colony Memorial Park, a 3.3 acre park located next to the Flower Mound Public Library.

23. Tree Removal - Trailwood- **Public Hearing** to consider an application for a tree removal permit for one (1) specimen tree on property proposed for development as Trailwood Phase 2. The property is generally located south of Cross Timbers Road and west of U.S. 377. (The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its October 1, 2019, meeting).

24. Tree Removal - Parkway Office Building- **Public Hearing** to consider an application for a tree removal permit for one (1) specimen tree on property proposed for development as Parkway Office Lakeside. The property is generally located south of Lakeside Parkway and east of Gerault Road. (The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its September 12, 2019, meeting).

25. ZPD19-0006 - Parkway Office Lakeside PD-- **Public Hearing** for a request for rezoning (ZPD19-0006 – Parkway Office Lakeside) from Planned Development No. 83 (PD-83) with Campus Industrial District (CI) uses to Planned Development No. 174 (PD-174) with Campus Industrial District (CI) uses in compliance with the Campus Industrial land use designation within the Lakeside Business District Area Plan, including a Comprehensive Sign Package, with certain exceptions and modifications to the Code of Ordinances, with a request for a deviation to computing parking and loading requirements pursuant to Section 82-73 of the Code of Ordinances, and with an exception to the Architectural Standards of the Town's Urban Design Plan for meritorious design, and consider adopting an ordinance for said amendment. The property is generally located south of Lakeside Parkway and east of Gerault Road. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its October 14, 2019, meeting.)

26. ZPD19-0001 - Whyburn Medical Offices- **Public Hearing** to consider a request for rezoning (ZPD19-0001-Whyburn Medical Offices) from Agricultural District (A) uses to Planned Development District-172 (PD-172) with Office District (O) uses, and with certain exceptions and modifications to the Code of Ordinances, and consider adopting an ordinance for said amendment. The property is generally located north of Waketon Road and west of Long Prairie Road. (The Planning and Zoning Commission recommended approval by a vote of 5 to 1 at its October 14, 2019, meeting.)

27. SUP19-0008 - Flourish Birth and Wellness- **Public Hearing** to consider an ordinance granting Specific Use Permit No. 459 (SUP19-0008 – Flourish Birth and Wellness Center) to permit a hospital. The property is generally located south of Cross Timbers Road and west of Kirkpatrick Lane (4061 Kirkpatrick Lane). (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its October 28, 2019, meeting.)

28. SUP19-0007 - Four40 Event Center- **Public Hearing** to consider an ordinance granting a Specific Use Permit No. 458 (SUP19-0007 – Four40 Event Center at Parker Square) to permit an assembly hall. The property is generally located northwest of Cross Timbers Road and south of Timber Creek Road. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its October 28, 2019, meeting.)

29. Lakeside Crossing Assignment to BI 50- **Public Hearing** to consider an assignment of the Chapter 380 Agreement with Newstream Hotels & Resorts, LLC, (through Lakeside Crossing Land Partners, LP) and the Lakeside Parkway/Gerault Road Partnership Agreement (Daldav) for Lots 4 & 5, to BI 50 LLC, and authorization for the Mayor to execute same on behalf of the Town.

30. Lakeside Crossing Assignment to BI 43- **Public Hearing** to consider an assignment of the Chapter 380 Agreement with Newstream Hotels & Resorts, LLC, (through Lakeside Crossing Land Partners, LP) and the Lakeside Parkway/Gerault Road Partnership Agreement (Daldav) for Lots 1, 2, 3, 6, 7, and 8x, to BI 43 LLC, and authorization for the Mayor to execute same on behalf of the Town.

31. OTD Ch 380 Termination & Sale Docs- **Public Hearing** to consider approval of an Agreed Termination of a Chapter 380 Agreement, Release of Lien, and Promissory Note, between the Town of Flower Mound and Old Town Development LLC, and authorization for the Mayor to execute same on behalf of the Town.

32. Economic Incentive Policy Update- **Public Hearing** to consider approval of a resolution adopting an Economic Development Incentive Policy for the Town of Flower Mound, and providing for an effective date.

33. Short-Term Rental Regulations Discussion- Discuss and provide direction on short-term rental regulations (LDR19-0006 – Short-Term Rentals). (The Planning and Zoning Commission tabled this item by a vote of 5 to 1 at its October 14, 2019, meeting.)

L. CLOSED MEETING

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

a. Consultation with Attorney.

    1. River Walk development agreement
    2. Short-term rental regulations

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

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

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

M. 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.

N. 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: November 1, 2019, at 10:45 a.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: November 4, 2019

FROM: Theresa Scott, Town Secretary

ITEM: **Consider approval of the minutes from a regular meeting of the Town Council on October 7, 2019; and a Town Council and Parks Board work session on October 17, 2019.**

BACKGROUND INFORMATION: The Town Council held a regular meeting on October 7, 2019; and a Town Council and Parks Board work session on October 17, 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 from 10.7.19
2. Draft minutes from 10.17.19

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

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 7TH DAY OF OCTOBER 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	Director of Economic Development
James Hoefert	Environmental Review Analysis
Andy Kancel	Police Chief

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

At the request of Mayor Dixon Mr. Meredith summarized the legalities associated with HB 2840 as it relates to public comments during a meeting.

D. PUBLIC COMMENT

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

	Speaker names and address	Subject *(as written on the form)*
1.	Paul Stone, 4100 Broadway	Item 24 - Kirkpatrick Road
2.	Carol Kohankie, 4312 Lauren Way	Annual Review of Town Manager and Town Secretary

DRAFT

E. PRESENTATIONS

1. Veterans Liaison Doug Brown with update on current events

   Mr. Brown provided an update on various upcoming Veterans Day events.

2. Police Chief Kancel update on school crossing guard hiring process

   Chief Kancel provided an update on the school crossing guard hiring process and he responded to the following questions from Council:
   - What process will be used to know when a site can't be covered

3. Republic Services Recycling audit update

   Mayor Dixon announced that at the request of Republic Services, this item will be postponed for a future date.

F. ANNOUNCEMENTS

Councilmember Pierson reported on the great turn out for the Flower Mound Citizens Police Academy Alumni Association (FMCPAAA) Casino night.

G. TOWN MANAGER'S REPORT

Mr. Stathatos provided an update on the following projects:

1. Capital improvement projects
   - Turn lane at Bruton Orand and FM 1171
2. Economic Development projects
   - New businesses either now open or coming soon

H. FUTURE AGENDA ITEMS

1. - Mayor Pro Tem Sharma requested the Town look into having a recycling plan for commercial locations, including multi-family complexes.

     There was Council discussion regarding:
     - Whether other cities require such

     Mayor Dixon suggested staff reach out to Republic Services for their input and report back to council. There was Council consensus to proceed as such.

2. - Councilmember Pierson indicated that as it relates to the budget process, he would like a future agenda item that allows Council to provide staff with specific direction on what they wish to accomplish as a Council (as he doesn't think it was made clear initially this last budget cycle).
     - There was a brief discussion regarding timing and it was suggested that the strategic planning session is the best time to get the feedback from Council as it relates to budget items.

DRAFT

I. COORDINATION OF CALENDARS

Mayor Dixon announced the following meeting information:

1. A joint work session with the Parks Board is scheduled for Thursday, October 17.

2. The regular meeting for Monday, October 21 has been canceled.

J. CONSENT ITEMS

1. 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 September 16, 2019; and two regular meetings on September 17 & 19, 2019.
2. Consider approval of Print Management Services Agreement and printer replacement in the amount of $66,400.00.
3. Consider approval to upgrade existing access control software to SecurityXpert Transition provided by Schneider Electric from current INet in the amount of $77,603.00.
4. Consider approval of an ordinance amending Appendix A, “Fee Schedule,” Referenced in Chapter 70: Utilities by adding a new Section 70-55, 70-57, 70-58, and 70-59 and repealing an existing Section 70-362 and to consider adopting an ordinance for said amendment.

ORDINANCE NO. 59-19

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, BY AMENDING APPENDIX A, “FEE SCHEDULE;” ADOPTING UTILITY FEES RELATED TO WATER METER RE-READS, TESTING, WATER METER EQUIPMENT REPLACEMENT, CHECK FOR LEAK, DATA LOGGING, FIRE HYDRANT METERS, ADMINISTRATIVE MATTERS AND TRIP CHARGES; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

5. Consider approval of an ordinance amending Chapter 70: Utilities by replacing Section 70-55, 70-56, and 70-57, and adding a new section 70-58, and 70-59 of Article II, entitled “Water Services,” and to consider adopting an ordinance for said amendment.

ORDINANCE NO. 60-19

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE CODE OF ORDINANCES, CHAPTER 70: UTILITIES BY REPLACING SECTION 70-55, 70-56, AND 70-57 AND ADDING A NEW SECTION 70-58, AND 70-59, OF ARTICLE II, ENTITLED “WATER SERVICES;” PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

DRAFT

6. Consider approval of a resolution declaring expectation to reimburse expenditures with proceeds of future debt and authorizing the preparation of the documents associated with the issuance, sale, and delivery of the debt obligations; and providing an effective date.

RESOLUTION NO. 18-19

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT, AND AUTHORIZING THE PREPARATION OF THE DOCUMENTS ASSOCIATED WITH THE ISSUANCE, SALE AND DELIVERY OF THE DEBT OBLIGATIONS; AND PROVIDING AN EFFECTIVE DATE.

7. Consider approval of a resolution authorizing the Town Manager to accept the 2019 Public Works Emergency Response Team (PWERT) Equipment Cache Enhancement Response Trailer grant under the 2019 Homeland Security Grant Program (HSGP).

RESOLUTION NO. 19-19

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS AUTHORIZING THE ACCEPTANCE OF THE 2019 PUBLIC WORKS EMERGENCY RESPONSE TEAM (PWERT) EQUIPMENT CACHE ENHANCEMENT RESPONSE TRAILER GRANT UNDER THE 2019 HOMELEAND SECURITY GRANT PROGRAM; EXECUTING AN AGREEMENT WITH THE OFFICE OF THE GOVERNOR; AND AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE TOWN.

Items 8 and 9 were moved from consent to regular

10. Consider approval of a Contract Renewal Quotation for the Everbridge emergency notification system for a total amount of $26,145.00 and authorization for the Mayor to approve same on behalf of the Town.
11. Consider approval of the purchase of two outdoor warning sirens to add to the Town's existing Outdoor Warning Siren System, in the amount of $52,597.79.
12. Consider approval of a fee agreement with City of Lewisville for use of the Jerry R. Galler Public Safety Training Center for the purpose of firearms training and annual qualifications; and authorization for the Mayor to execute same on behalf of the Town.
13. Consider approval of the purchase of shelving for the Library Expansion and Renovation project, from Lone Star Furnishings, LLC, through a Lone Star Buy Board contract No. 503-16, in the amount of $350,479.20.
14. Consider approval of a Professional Services Agreement with Kimley-Horn and Associates, Inc., for the professional services associated with the Water and Wastewater Master Plan Updates and Water, Wastewater, and Roadway Impact Fee Updates project, in the amount of $453,500.00; and authorization for the Mayor to execute same on behalf of the Town.
15. Consider approval of a Professional Services Agreement with Nathan D. Maier Consulting Engineers, Inc., for the design phase services associated with the Sidewalk Links project, in the amount of $60,000.00; and authorization for the Mayor to execute same on behalf of the Town.

DRAFT

16. Consider approval of Change Order No. 2 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 $61,670.80; and authorization for the Mayor to execute same on behalf of the Town.

17. Consider approval of a Professional Services Agreement with Plummer Associates, Inc., to provide contract construction management and resident project representation services, associated with the Wastewater Treatment Plant Rehabilitation Phase V, project, in the amount of $569,459.00; and authorization for the Mayor to execute same on behalf of the Town.

18. Consider approval of a Professional Services Agreement with Alliance Geotechnical Group INC., for construction testing of materials and methods for WWTP Phase V project, for an amount not to exceed $124,200.00; and authorization for the Mayor to execute same on behalf of the Town.

19. Consider approval of the purchase of creek bank stabilization and erosion control services from Knight Erosion Control, Inc., a sole source provider, for work associated with the Bakers Branch Stabilization at 621 Somerset Drive project, in the amount of $391,568.00; and authorization for the Mayor to execute on behalf of the Town.

Item 20 was moved from consent to regular

21. Consider approval of Whyburn Farm Drainage and Easement Agreement; and authorization for the Mayor to execute the same on behalf of the Town.

Item 22 was moved from consent to regular

Deputy Mayor Pro Tem Forest moved to approve by consent Items 1 – 7; 10 – 19; 21, as presented in the agenda caption. Councilmember Bumgarner 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: BUMGARNER, FOREST, SHARMA, ENGEL, PIERSON
NAYS: NONE

K. REGULAR ITEMS

8. Consider purchase and installation of furniture and fixtures for Central Fire Station Administration offices from Plano Office Supply in the amount of $122,534.24.
9. Consider purchase and installation of audio/visual equipment for Central Fire Station Training Room from Data Projections in the amount of $129,653.77.

Councilmember Engel indicated he requested these two items be pulled to offer a comment. He pointed out that after meeting with Fire Department personnel it was obvious that the items are needed; however, they weren't part of the original renovation packet. He indicated that going forward for projects like this, it would be his preference to know up front all items that are needed as part of the entire approval package in order to have a good understanding of the cost.

DRAFT

Councilmember Engel moved to approve items #8 - #9 as presented in the agenda caption. Deputy Mayor Pro Tem Forest seconded the motion.

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

20. Consider approval of a Construction Agreement with Northstar Construction, LLC, for the 2018-19 Playground Replacements and the Lakewood Park - Pavilion projects, in the amount of $63,510.00; and authorization for the Mayor to execute same on behalf of the Town.

    Mayor Pro Tem Sharma indicated he requested this item to be pulled so that he may recuse himself given he resides near this park and to avoid any perceived conflicts of interest.

Councilmember Engel moved to approve as presented in the agenda caption and Councilmember Bumgarner seconded the motion.

VOTE ON MOTION: *Motion passed*
AYES: BUMGARNER, ENGEL, PIERSON
NAYS: FOREST
ABSTAIN: SHARMA

22. Consider approval of a Consulting Agreement with Webb Management Services to conduct a feasibility study for a Cultural Arts Center.

    Councilmember Bumgarner indicated he requested this item to be pulled just to make sure everyone is aware of the cost involved ($28,500).

    Ms. Roy gave a presentation identifying or noting:
    - A recent history (background)
    - Funding (Phase I and II)

    and she responded to the following questions from Council:
    - What exactly will be done in the needs assessment
    - What is the timing for Phase I reporting
    - What criteria was the consultant given to determine feasibility

    There was Council discussion regarding:
    - Aspects of the plan that will provide good feedback

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

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

DRAFT

23. Consider approval of a resolution authorizing the Town's Emergency Management Officer to accept the Staffing for Adequate Fire and Emergency Response (SAFER) Grant from the U.S. Department of Homeland Security under FEMA's Fiscal Year 2018 SAFER Grant Program.

    Staff Presentation

    Ms. Wallace provided background information regarding this item.

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

RESOLUTION NO. 20-19

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS AUTHORIZING THE TOWN'S EMERGENCY MANAGEMENT OFFICER TO ACCEPT GRANT FUNDING AWARDED THROUGH THE STAFFING FOR ADEQUATE FIRE AND EMERGENCY'S RESPONSE (SAFER) GRANT ISSUED BY THE U.S. DEPARTMENT OF HOMELAND SECURTITY; AUTHORIZING THE TOWN'S EMERGENCY MANAGEMENT OFFICER TO ACCEPT AND APPLY THE FUNDING IN ACCORDANCE WITH GRANT REQUIREMENTS; AND PLEDGING THE TOWN OF FLOWER MOUND WILL COMPLY WITH ALL GRANT REQUIREMENTS.

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

24. Consider approval of an Interlocal Cooperative Agreement with Denton County for the Extension of Kirkpatrick Road; and authorization for the Mayor to execute same on behalf of the Town.

    Staff Presentation

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

    - Is it possible to use the funds for another location where there is a more pressing need
    - If the Town accepts the funds is the Town committed to doing Kirkpatrick III

Deputy Mayor Pro Tem Forest moved to approve 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

25. Public Hearing to consider an application for a tree removal permit for one (1) specimen tree on property proposed for development as Block B, Lot 13, of Oakbridge at Flower Mound Phase 2. The property is generally located at 2233 Sullenberger Way. (The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its September 12, 2019, meeting).

DRAFT

Staff Presentation

Mr. Hoefert gave a presentation identifying or noting:

- Project information
- Detailed location
- Proposed plot plan showing specimen tree to be removed
- Specimen tree survey
- Photo of the tree

Applicant Presentation

Michael Todd, representing Toll Brothers, Frisco, Texas

Mr. Todd indicated he didn't have a presentation but was available for any questions.

Mayor Dixon opened the Public Hearing at 6:51 p.m. No one spoke in support or opposition. Mayor Dixon closed the Public Hearing at 6:51 p.m.

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

VOTE ON MOTION: *Motion passed*
AYES: FOREST, SHARMA, ENGEL
NAYS: BUMGARNER, PIERSON

Mayor Dixon opened items 26 and 27 at the same time.

26. Public Hearing to consider an application for a tree removal permit for six (6) specimen trees on property proposed for development as St. Philip the Apostle Catholic Church. The property is generally located at the southwest corner of Cross Timbers Road and Flower Mound Road. (The Environmental Conservation Commission recommended approval by a vote of 5-0-1 at its September 12, 2019, meeting.)

Staff Presentation

Ms. Murphy gave a presentation for items 26 and 27 identifying or noting:

- General and detailed location
- Land use and zoning
- Exceptions requested
- Photos of the site
- Overall site plan
- Elevations
- Tree survey

And she responded to the following questions from Council:

- Are the roadways part of phase I
- Where are the 220 trees to be planted located and what type

DRAFT

Applicant Presentation

Jeff Miles, Parishioner, 3713 Kinross Ct, Flower Mound and Father Raymond McDaniel and members of the building committee were in attendance.

Mr. Miles gave a presentation identifying or noting:

- Building rendering
- Aerial of 40-acre site
- Protected trees
- Phase I parking area
- Area dimensions
- Tree removal area
- Perspective view of the completed church
- What the view will look like from Flower Mound Road

and he responded to the following questions from Council:

- If the roundabout could be relocated to allow some of the trees to stay
- Will final build out require additional trees to be removed

There was Council discussion regarding:

- How it was important to have a letter of support from the neighboring property

Mayor Dixon opened the Public Hearing for item 26 at 7:12 p.m. No one spoke in support or opposition. Mayor Dixon closed the Public Hearing at 7:12 p.m.

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

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

27. Consider a request for a Site Plan (SP19-0006 - St. Philip The Apostle Catholic Church, Phase 1) to develop a church, with an exception to Section 82-302, Compatibility buffer, of the Code of Ordinances. The property is generally located at the southwest corner of Cross Timbers Road and Flower Mound Road. (The Planning and Zoning Commission recommended approval by a vote of 5 to 1 at its September 23, 2019, meeting.)

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

28. 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

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Planning and Zoning Commission recommended approval with modifications by a vote of 6 to 1 at its August 12, 2019, meeting.)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- Previous discussion
- Proposed definition updates
- Additional criteria
- SUP Process

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

- Clarification regarding the restriction of density to a maximum of 23 units per acre (as it's a small number)
- Why is there a need to spell out the type of traveler (business/vacation traveler) and clarification regarding why it's not a regulatory requirement
- What are the legalities associated with putting in language that regulates the type of traveler
- Clarification that "as presented" in the proposed motion includes the recommendations from P & Z

There was Council discussion regarding:

- Whether or not to raise the 23 units per acre number
- Possibility of setting a maximum stay criterion (i.e. 90 days, etc.)

Mayor Dixon opened the Public Hearing at 7:32 p.m. No one spoke in support or opposition. Mayor Dixon closed the Public Hearing at 7:32 p.m.

Councilmember Bumgarner moved to approve as presented; however, with a change to the number of units per acre from 23 to 40. Deputy Mayor Pro Tem Forest seconded the motion.

ORDINANCE NO. 61-19

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;

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PROVIDING A PENALTY FOR VIOLATION; 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

29. Town Council to consider approval of a Resolution to nominate individuals to be voted on by taxing jurisdictions for the Board of Directors for the Denton Central (DCAD) and Tarrant Appraisal Districts (TAD).

Staff Presentation

Ms. Scott outlined the nomination procedures and identified the names of individuals who have contacted the Town regarding their interest in this position.

Mayor Dixon provided background information as to how these nominees have been selected in the past.

Mayor Pro Tem Sharma identified two additional individuals he heard from regarding interest in serving.

and she responded to the following questions from Council:

- Does Council need to decide this evening

Councilmember Bumgarner moved to approve as presented in the agenda caption, with the following nominees:

1. Sharon Gentry – Flower Mound
2. Mike Stallings – Flower Mound
3. Bryan Webb – Flower Mound
4. Katy Grote – Double Oak
5. David Terre – The Colony

Deputy Mayor Pro Tem Forest seconded the motion.

Administrative Note: No action was taken regarding nominees for the Tarrant Appraisal District.

RESOLUTION NO. 21-19

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, PROVIDING THE TOWN OF FLOWER MOUND'S NOMINATION(S) FOR THE ELECTION OF THE BOARD OF DIRECTORS FOR THE DENTON CENTRAL APPRAISAL DISTRICT; AND THE TARRANT APPRAISAL DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

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

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L. BOARDS/COMMISSIONS (Pre-Council 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.

For the Transportation Commission Councilmember Bumgarner moved to appoint Chris Adams to Place 8 (Alternate) and with a term beginning immediately and ending September 30, 2020. Councilmember Engel seconded the motion.

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

For the Tax Increment Reinvestment Zone, Councilmember Engel moved to reappoint Bill Collins, Place 1; Jim Engel, Place 3, and with terms beginning January 1, 2020 and ending December 31, 2021. Deputy Mayor Pro Tem Forest seconded the motion.

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

M./N. CLOSED/OPEN MEETING

The Town Council convened into a closed meeting at 7:40 p.m. on October 7, 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 9:00 p.m. on October 7, 2019, to take action on the items as follows:

a. Consultation with Attorney.

   1. Legal issues associated with discussion of legislative matters outside of a meeting.

      No action taken.

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

   No action taken.

c. Discuss and consider resignations, appointments, or evaluations for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, Community Development Corporation, and Planning and Zoning Commission.

For the Board of Adjustment and Oil and Gas Board of Appeals, Deputy Mayor Pro Tem Forest moved to appoint Andrew (Lance) Kloefkorn to Place 8 (Alternate), with a term beginning immediately and ending September 30, 2020. Councilmember Bumgarner seconded the motion.

DRAFT

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

For the Community Development Corporation, Director positions, Mayor Pro Tem Sharma moved to reappoint Willie Scales, Place 1; and to appoint Rishiyur (Mo) Mohan, Place 3; Greg Crouse, Place 5; Troy Bishop, Place 7, with a term beginning immediately and ending on December 31, 2021. Councilmember Bumgarner seconded the motion.

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

d. Annual review of Town Manager and Town Secretary.

Councilmember Engel moved to take action as discussed in closed session regarding the Town Manager's annual review, and with an effective date of October 1, 2019. Mayor Pro Tem Sharma seconded the motion.

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

Councilmember Engel moved to take action as discussed in closed session regarding the Town Secretary's annual review, and with an effective date of October 1, 2019. Councilmember Bumgarner seconded the motion.

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

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

No action taken.

O. ADJOURN REGULAR MEETING

Mayor Dixon adjourned the meeting at 9:04 p.m. on Monday, October 7, 2019, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

_____
STEVE DIXON, MAYOR

ATTEST:

_____
THERESA SCOTT, TOWN SECRETARY

DRAFT

THE FLOWER MOUND TOWN COUNCIL AND PARKS BOARD WORK SESSION HELD ON THE 17th DAY OF OCTOBER 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:

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

Parks Board members present:

Teresa Thomason	Chair, Place 3
Rick Kenyon	Vice Chair, Place 4
Dale Olson	Place 1
Allen Pichon	Place 2
Jodi Seay	Place 5
Mark Mayer	Place 6
Jennifer Romaszewski	Place 7
Andrew Cummings	Place 8, Alternate
Scott Langley	Place 9, Alternate
Holly Royer	Place 10, Alternate

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
Chuck Jennings	Director of Parks and Recreation
Mark Long	Recreation Superintendent
Clayton Litton	Parks Superintendent
Kari Biddix	Park Development Manager
John Habern	Parks, Trails & Landscape Specialist
Lexin Murphy	Director of Planning Services
JP Walton	Assistant to the Town Manager

A. CALL WORK SESSION TO ORDER

Mayor Dixon 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

Mayor Dixon gave the invocation and led the pledges.

DRAFT

D. PUBLIC COMMENT

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

	Speaker names and address	Subject *(as written on the form)*
1.	Katie Mayer, 3612 Burlington	Tennis Center
2.	Paul Stone, 4100 Broadway	Workshop

E. WORK SESSION ITEM

1. Discuss, consider, and provide direction to the Parks Board regarding:
    a) Park Land Acquisition
    b) Cross Timbers parks/open space
    c) Community Activity Center (CAC) Expansion
    d) Western Recreation Center
    e) Tennis Center

    and other matters incident and related thereto.

Chair Thomason and Mr. Walton gave a presentation identifying or noting:

- Introduction of Park Board members
- Executive summary
    - Identify top five areas for Parks and Recreation needs
    - Identify and understand why the needs exists
    - Discuss solution to resolve current and future Parks and Recreation needs
    - Feedback
- Strategic goals
- Background information on the importance of parks
- Population graphs
- Park land acquisition
- Neighborhood park zones; Community park zones
- Cross Timbers park development
- Community Activity Center (CAC) Renovation & Expansion; usage statistics, estimated population by buffer distance from CAC
- Tennis Center; equity mapping

The entire presentation is included below given the level of detail and statistical information provided:

DRAFT

There was discussion or questions from or between Council/Parks Board members and staff regarding:

1. **Park Land Acquisition:**
   a) Cost associated with land acquisition
   b) What is the process regarding reviewing sites for land acquisition and have any parcels been identified
   c) How park land dedication is part of a development project
   d) The future of gas well pad sites
   e) The possibility of land owners donating land to the Town for park uses
   f) Park land acquisition over taking cash

   Council Feedback/Direction

   Council has already tasked staff to pursue opportunities (it's already underway)

2. **Cross Timbers Park Development:**
   a) Past history as it relates to land within the Cross Timbers Conservation District
   b) Smaller parks need to be looked at in addition to one large parcel for a recreation facility

   Council Feedback/Direction

   This item coincides with park land acquisition (staff is already working on).

3. **Community Activity Center Expansion**
   a) Clarification regarding levels of service as it relates to the Community Activity Center
   b) Clarification regarding the CAC survey responses and how to know the feedback is coming from Flower Mound citizens
   c) What size community activity facility is in the works for Lewisville
   d) What would the impact to the existing CAC be if a western recreation center came on line
   e) What is the cost of the proposed CAC expansion project

   Council Feedback/Direction

   Everyone agrees the expansion is needed and the time line could be defined based on a bond election. There was interest to see that happen prior to the proposed 3 – 5 years.

4. **Western Recreation Center (WRC)**
   a) The amount of land that would be needed for the facility (staff is looking for 100 acres and 15 acres of that would be needed for the recreation facility)
   b) How is the appropriate size of a recreation facility determined

   Council Feedback/Direction

   Interest in acquiring the property for a WRC but constructing the facility now is not a priority

5. **Tennis Center:**

DRAFT

- Update regarding the 13 acres of land along FM 1171 (Town Lake East) and if the use has been decided for a tennis center and clarification regarding timing
- Ongoing operational cost of a tennis center
- The possibility of allowing private companies to build a tennis center and run it where they would be leasing the land from the Town
- Correspondence received about the ability to get a tennis center designed at no cost

Council Feedback/Direction

A possible location has been identified; however, it still needs to go through the due diligence process.

Chair Thomason pointed out that tonight was about deciding Council's interest on the various projects and whether they agree it's time to move out of the visionary side of things, and if so, determine what the time line would be to look at those type of things and what is necessary before decisions are made.

There was additional Council discussion regarding:

- Importance of reviewing the last Parks Master Plan (2017)
- The possibility of having a bond election to let the citizens decide.

E. ADJOURN WORK SESSION

Mayor Dixon adjourned the work session at 7:51 p.m. on Thursday, October 17, 2019, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

_____

STEVE DIXON, MAYOR

ATTEST:

_____

THERESA SCOTT, TOWN SECRETARY

DRAFT

TOWN COUNCIL AGENDA ITEM NO. 2

CONSENT ITEM

DATE: November 4, 2019

FROM: Theresa Scott, Town Secretary

ITEM: **Consider approval of a resolution adopting the method for making written request for public information.**

BACKGROUND INFORMATION: SB 944, Government Code, Section 552.234, became law effective September 1, 2019, and allows governmental bodies to adopt a method(s) by which request(s) for public information can be made. Having an adopted method will insure the Town is complying with the rules of the Public Information Act and the process for submitting a request is clearly defined.

Prior to this new law the act was triggered simply when a requestor submitted a written request to any staff member. This is not an efficient process, and particularly when there are legal consequences involved relative to deadlines, etc. The most prominent change in the proposed method is that requestors will be directed to one email that has been created for this purpose (records@flower-mound.com) and the removal of facsimile transmission as an option. Requestors will continue to have the following additional options for submitting Public Information Request (PIR):

1. Website
2. In person
3. By mail

Another component of SB 944 is the introduction of a Texas Attorney General (AG) form that provides a requestor the option of excluding from a request information that the governing body determines is: (1) confidential; or (2) subject to an exception to disclosure that the governmental body would assert if the information were subject to the request. The language from the AG form has been incorporated in the Town's PIR form administratively and requires no Council action.

ALTERNATIVES OR OPTIONS:

FISCAL IMPACT: None

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

ATTACHMENTS:

1. Draft Resolution

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

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. ___-19

A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS, ADOPTING THE METHOD FOR MAKING WRITTEN REQUEST FOR PUBLIC INFORMATION.

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

WHEREAS, SB 944, Government Code, Section 552.234 became law effective September 1, 2019, and allows governmental bodies to adopt a method(s) by which request(s) for public information shall be made; and,

WHEREAS, the Town of Flower Mound desires to establish a method for submitting public information request; and,

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

SECTION 1

The Town Council approves the following methods by which requests for Public Information can be made:

By Mail or In Person To	Internet	Email
Town Secretary Office 2121 Cross Timbers Rd Flower Mound, Texas 75028	www.flower-mound.com/252/Public-Information-Requests.com	records@flower-mound.com

SECTION 2

This Resolution shall become effective from and after its passage.

SECTION 3

The Open Records Poster displayed in the Town Secretary's Office will be updated to reflect these approved methods in accordance to Government Code Section 552.205.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ___ TO ___, ON THIS 4TH DAY OF NOVEMBER, 2019.

APPROVED:

_____
Steve Dixon, MAYOR

ATTEST:

_____
Theresa Scott, TOWN SECRETARY

TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: November 4, 2019

FROM: Lynda B. Bolitho, Director of Human Resources

ITEM: **Consider approval of a Contract for Services with Concentra Medical Centers to provide health assessments, fitness for duty assessments, alcohol and drug testing, injury medical treatment and case management, and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND INFORMATION: The Town utilizes qualified occupational health care (OHC) providers to perform a variety of medical services that include pre-employment drug testing and physical assessments, post-accident drug and alcohol screening, and workers' compensation related physical therapy for our "return to work program." These services are invaluable for the placement of candidates who meet the minimum health requirements of the job, maintaining the health and safety standards of current employees, and allowing the Town to properly assess how to administer back to work projects.

As our contract with our current provider, Concentra Medical Centers, was expiring, we requested Statements of Qualifications (SOQs) from healthcare providers. The Town received one SOQ from Concentra Medical Centers.

Concentra has 16 metroplex locations, including its closest location to the town, at 2403 S. Stemmons Freeway, Lewisville, which is approximately five miles from Town Hall. This location has in-house physical therapy, and is a member of our workers' compensation health care provider pool. Concentra's primary focus is on occupational medicine, which matches the Town's primary health care service need.

It is Human Resources' recommendation to award Concentra with the contract for OHC services. The initial term of the contract will be one (1) year with four (4) optional one-year renewal periods.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: If the recommendation is disapproved, then Human Resources will continue to research other providers.

FISCAL IMPACT: up to $25,000

Proposed Expenditure/(Revenue):	Account Number(s):
$23,000	100-655-58000-5250
$2,000	various salary accounts

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

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

ATTACHMENTS:

1. Contract for Services SOQ No. 2020-1-A

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

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

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

1. **EMPLOYMENT OF THE CONTRACTOR.** The Town agrees to retain the Contractor, and the Contractor agrees to provide services relative to: Health Assessments, Drug Screenings, and Injury Care Services (hereinafter referred to as "Services") in connection with the terms and conditions as set forth in the Contract Documents, attached hereto and incorporated by reference.

2. **SCOPE OF SERVICES.** The Services to be performed are specified in the solicitation. Deviations from the scope of work may be authorized from time to time by the Town in writing.

3. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Contract and work is to commence immediately.

4. **CONTRACT PERIOD.** The initial contract period will be one year, with four (4) optional one-year renewal periods from date of award of contract. All pricing is to remain firm during the contract period. This agreement may be terminated by either party with written notice at least ninety (90) days prior to the current term renewal date, indicating their intent not to renew.

5. **COMPENSATION.** Contractor's total compensation for services to be performed and expenses to be incurred is specified in the Contractor's Pricing Sheet or Criteria.

6. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within 30 days after receipt of the invoice for the previous month's service.

7. **PRICING ESCALATION:** Unless otherwise stated in the specification herein, prices must remain firm for the initial term of the contract. The contracted vendor may request an adjustment at the time of contract renewal by submitted a request in written form to the Purchasing Manager. Basis for price escalation should be based on the consumer price index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted vendor shall provide the Town with copies of the appropriate indices for verification purposes. The Town of Flower Mound reserves the right to approve or reject any and all request for price escalations.

8. **PRICE REDUCTION:** If during the life of the contract, the contracted vendor's net prices to other customers for the same goods or services or lower than the Town of Flower Mound's contracted prices, an equitable adjustments shall be made in the contract price in favor of the Town.

9. **INVOICING.** Invoices should be prepared and submitted to the Town for payment in accordance with the Contract Documents. Invoices should be mailed to Accounts Payable, Town of Flower Mound, 2121 Cross Timbers Road, Flower Mound, TX 75028 or accountspayable@flower-mound.com.

10. **RIGHTS OF WITHHOLDING.** The Town may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the Town. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to the Contractor.

11. **INFORMATION PROVIDED BY THE TOWN.** Although every effort has been or will be made to furnish accurate information, the Town does not guarantee the accuracy of information it furnishes to Contractor.

12. **TRANSFER OF INTEREST.** Neither Town nor Contractor may assign or transfer their interests in the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on Town, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any Town officer, employee or agent.

13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the Town may deem necessary, the Contractor shall make available to the Town for examination all of its records with respect to all matters covered by the Contract and will permit the Town to audit, examine and make copies, excerpts, or transcripts from such records. The Town may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to the Contract.

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

a. The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

b. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be binding upon each subcontractor, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

c. The Contractor shall keep records and submit reports concerning the racial and ethnic origin(s) of applicants form employment and employees as the law may require.

15. **TERMINATION OF CONTRACT.** Town may terminate this contract upon ninety (90) days written notice to Contractor, except in the event (i) Contractor is in breach of this Contract or (ii) Contractor fails to comply with the terms of Attachment. If either of the foregoing conditions exists, Town shall notify Contractor and Contractor shall be given two (2) days to cure such breach. Should Contractor fail to cure to the satisfaction of the Town, Town may terminate this Contract upon written notice.

    a. Furthermore, the Town retains the right to terminate this Contract at the expiration of each Town budget period (September 30) during the term of this Contract, even without prior notice as described in the preceding sentence.

    b. In the event of any termination hereunder, the Contractor consents to Town's selection of another Contractor to assist the Town in any way in completing the Services. Contractor further agrees to cooperate and provide any information requested by Town in connection with the completion of the Services.

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

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

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

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

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

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

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

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

22. **ADVERTISING:** Contractor shall not advertise or publish, without Town's prior consent, the fact that Town has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

23. **IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C 1324a):** The Town supports the Immigration Reform and Control Act (IRCA), which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Seller and its subcontractors shall at all times during the term of the contract with the Town comply with the requirement of IRCA and shall notify the Town within fifteen (15) working days of receiving notice of a violation of IRCA. The Seller also warrants that it has not had an IRCA violation within the last five (5) years. The Town may terminate a contract with the Seller if the Town determines that (a) the Seller or its subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years or (b) the Seller or its subcontractors fail to timely notify the Town of an IRCA violation.

24. **NO BOYCOTT OF ISRAEL:** Pursuant to Texas Government Code Chapter 2270, the Seller agrees that acceptance of these Terms & Conditions serves as written verification that 1) Seller does not boycott Israel, as defined by Texas Government Code Section 808.001 and 2) Seller will not boycott Israel during the term of the contract.

25. **COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION:** Pursuant to Texas Government Code Chapter 2252, Subchapter F. Seller affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

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

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

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

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

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

27. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in the Contract for any reason is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been included.

28. **GOVERNING LAW.** The validity of this Contract and of any of its terms or provisions as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law. Venue for this Contract shall be located in Denton County, Texas.

29. **COUNTERPARTS.** The Contract may be signed in counterparts, each of which shall be deemed to be an original.

30. **EFFECTIVE DATE.** This contract shall be effective once it is signed by the Town and Contractor.

CONCENTRA HEALTH SERVICES, INC.

By:_____
Name:_____
Title:_____

Date:_____

TOWN OF FLOWER MOUND, TEXAS

By:_____

Mayor Steve Dixon

Date:_____

TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: November 4, 2019

FROM: Matthew Woods, Director of Environmental Services

ITEM: **Consider approval of an ordinance amending Chapter 18, "Businesses," Article III "Food and Food Establishments," by repealing Section 18-127, "Permit to allow dogs on food establishment outdoor patio," and amending Appendix A, "Fee Schedule," by removing the permit fee for Section 18-127, of the Code of Ordinances of the Town of Flower Mound, Texas.**

BACKGROUND INFORMATION: The Town adopted an ordinance in 2016 to establish regulations which would allow dogs on outdoor patios at food establishments under certain conditions. The Texas Legislature recently amended the Texas Health and Safety Code with S.B. 476 which resulted in limiting the authority of a municipality to regulate dogs in outdoor dining areas of a food service establishment. The new State law specifically prohibits a municipality from adopting or enforcing an ordinance that imposes requirements which are more stringent than the requirements established within S.B. 476.

Based on the recent passage of S.B. 476, the Town's more stringent regulations will need to be repealed. The Town's Environmental Health Services division will now apply the standards established in the amended Texas Health and Safety Code. The new requirements in the Texas Health and Safety Code include requiring the posting of a sign stating dogs are permitted, requirements for access to the patio, leash requirements, and limits on where a dog is allowed.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Proposed Ordinance
2. S.B. 476

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

Attachment 1

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY REPEALING SECTION 18-127 "PERMIT TO ALLOW DOGS ON FOOD ESTABLISHMENT OUTDOOR PATIO;" REPEALING THE FEE FOR A PERMIT TO ALLOW DOGS ON FOOD ESTABLISHMENT PATIOS; 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 previously adopted regulations for a food service establishment to allow dogs to be present in an outdoor dining area; and,

WHEREAS, the Texas Legislature has recently amended the Texas Health and Safety Code limiting the authority of a municipality to regulate the presence of dogs in an outdoor dining area of a food service establishment; and,

WHEREAS, the Town of Flower Mound's previously adopted regulations exceed the authority now allowed by a municipality to regulate the presence of dogs in an outdoor dining area of a food service establishment; and,

WHEREAS, the Town of Flower Mound desires to repeal the regulations previously adopted requiring a permit to allow dogs to be present in outdoor dining areas of food service establishments in accordance with the authority established in state law; and,

WHEREAS, the Town Council finds that the regulations adopted herein are in the best interest of the Town of Flower Mound and will promote the health, safety and general welfare of the citizens of the Town of Flower Mound and the general public;

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

SECTION 1

Subdivision II, Permit, in Division 2, Food Service Establishments, in Article III, Food and Food Establishments, in Chapter 18, Businesses, in the Code of Ordinances of the Town of Flower Mound, Texas, is hereby amended by repealing Sec. 18-127.

SECTION 2

Appendix A, Fee Schedule, to the Code of Ordinances of the Town of Flower Mound, Texas, is hereby amended by amending subsection (a) in Sec. 18-123, in Chapter 18, Businesses, by removing the following:

"Permit to allow dogs on food establishment patios …..$50.00"

SECTION 3

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

SECTION 4

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

SECTION 5

Any person, firm, or corporation who violates any provision of this Ordinance as adopted by the Town Council of the Town of Flower Mound shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-13 of the Code of Ordinances of the Town of Flower Mound. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 6

All rights and remedies of the Town of Flower Mound are expressly saved as to any and all violations of the provisions of the Texas Food Establishment Rules or any ordinances governing food establishments 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 4TH DAY OF NOVEMBER, 2019.

APPROVED:

_____
Steve Dixon, MAYOR

ATTEST:

_____
Theresa Scott, TOWN SECRETARY

S.B. No. 476

AN ACT

relating to requirements for and municipal regulation of dogs in an outdoor dining area of a food service establishment.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Chapter 437, Health and Safety Code, is amended by adding Section 437.025 to read as follows:

Sec. 437.025. REQUIREMENTS FOR DOGS IN OUTDOOR DINING AREAS; MUNICIPAL PREEMPTION. (a) A food service establishment may permit a customer to be accompanied by a dog in an outdoor dining area if:

(1) the establishment posts a sign in a conspicuous location in the area stating that dogs are permitted;

(2) the customer and dog access the area directly from the exterior of the establishment;

(3) the dog does not enter the interior of the establishment;

(4) the customer keeps the dog on a leash and controls the dog;

(5) the customer does not allow the dog on a seat, table, countertop, or similar surface; and

(6) in the area, the establishment does not:

(A) prepare food; or

(B) permit open food other than food that is being served to a customer.

(b) A municipality may not adopt or enforce an ordinance, rule, or similar measure that imposes a requirement on a food service establishment for a dog in an outdoor dining area that is more stringent than the requirements described by Subsection (a).

(c) The requirements described by Subsection (a) do not apply to a service animal, as defined by Section 437.023(c).

SECTION 2. This Act takes effect September 1, 2019.

President of the Senate

Speaker of the House

I hereby certify that S.B. No. 476 passed the Senate on March 19, 2019, by the following vote: Yeas 30, Nays 1.

Secretary of the Senate

I hereby certify that S.B. No. 476 passed the House on May 17, 2019, by the following vote: Yeas 143, Nays 4, two present not voting.

Chief Clerk of the House

Approved:

Date

Governor

TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: November 4, 2019

FROM: Brittni Barnett, Grants and Financial Analyst

ITEM: **Consider approval of a resolution accepting grant funds from the Department of Justice's Office of Justice Programs for the purchase of bulletproof vests for the Police Department as part of the FY 2019 Bulletproof Vest Partnership.**

BACKGROUND INFORMATION: The Town applied for and was awarded a grant in the amount of $13,386.24 from the Department of Justice Office of Justice Programs for the FY 2019 Bulletproof Vest Partnership Program. The Bulletproof Vest Partnership Program reimburses municipalities up to 50% of the cost of body armor vests purchased for law enforcement officers, and the remaining 50% will come out of the General Fund Police Services budget.

If approved, this grant, along with the Town's match, will allow the Town to purchase at least 27 bulletproof vests for the Police Department.

This grant does not have a formal agreement the Mayor must sign. The Town received email notification that we were awarded a grant under the FY 2019 Bulletproof Vest Partnership solicitation. The funds are already posted to the Town's Bulletproof Vest Partnership System, and are ready to spend after Council's approval.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: $26,772.48

Proposed Expenditure:	**Account Number(s):**
$26,772.48	Grant Fund
Proposed Revenue:	**Account Number(s):**
($26,772.48)	Grant Fund

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

LEGAL REVIEW: George Staples, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the attachments as to form and legality.

ATTACHMENTS:

1. Draft Resolution
2. Award Notification

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

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM THE DEPARTMENT OF JUSTICE'S OFFICE OF JUSTICE PROGRAMS FOR THE FISCAL YEAR 2019 BULLETPROOF VEST PARTNERSHIP PROGRAM; APPROVING THE PURCHASE OF BULLETPROOF VESTS FOR THE TOWN USING AWARDED GRANT FUNDS; PLEDGING THAT THE TOWN OF FLOWER MOUND WILL COMPLY WITH ALL PROGRAM REQUIREMENTS OF THE BULLETPROOF VEST PARTNERSHIP PROGRAM.

WHEREAS, the Town of Flower Mound applied for and has been awarded a grant in the amount of $13,386.24 from the FY 2019 Department of Justice's Office of Justice Programs for the Bulletproof Vest Partnership Program to provide funding for purchase of bulletproof vests for the Town of Flower Mound Police Department; and,

WHEREAS, the Town Council of the Town of Flower Mound finds that it is in the best interest of the health, safety, and general welfare of the citizens of the Town to accept the awarded grant funds and authorize the purchase of bulletproof vests for the Town of Flower Mound Police Department with said funds.

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

SECTION 1

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

SECTION 2

The Town of Flower Mound approves and accepts the awarded grant amount of $13,386.24 from the FY 2019 Department of Justice's Office of Justice Programs for the Bulletproof Vest Partnership Program.

SECTION 3

The grant funds are hereby authorized to be used to fund equipment in accordance with the grant award and will be used only for the purposes for which they are intended under the program.

SECTION 4

This Resolution shall be effective upon its adoption.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____ ON THIS 4TH DAY OF NOVEMBER, 2019.

RESOLUTION NO._____

APPROVED:

_____
Steve Dixon, MAYOR

ATTEST:

_____
Theresa Scott, TOWN SECRETARY

Attachment 2

Brittni Barnett

From: Andy Kancel
Sent: Tuesday, September 24, 2019 10:18 AM
To: Brittni Barnett; Colin Sullivan
Subject: FW: Bulletproof Vest Partnership 2019 Award Announcement

From: BVP Email Account [mailto:ojp@public.govdelivery.com]
Sent: Tuesday, September 24, 2019 9:52 AM
To: Andy Kancel <andy.kancel@flower-mound.com>
Subject: Bulletproof Vest Partnership 2019 Award Announcement

Dear BVP applicant,

The Bureau of Justice Assistance (BJA) is pleased to inform you that your agency will receive an award under the Fiscal Year (FY) 2019 Bulletproof Vest Partnership (BVP) solicitation. These funds have been posted to your account in the BVP System. A complete list of FY 2019 BVP awards is available at: https://ojp.gov/bvpbasi/.

The FY 2019 award may be used for National Institute of Justice (NIJ) compliant armored vests which were ordered after April 1, 2019. The deadline to request payments from the FY 2019 award is August 31, 2021, or until all available funds have been requested. Awards will not be extended past that date, and any unused funds will be forfeited.

Please see the following websites for a list of NIJ compliant vests:

Ballistic Vests: https://nij.gov/topics/technology/body-armor/pages/compliant-ballistic-armor.aspx

Stab Resistant Vests: https://nij.gov/topics/technology/body-armor/pages/compliant-stab-armor.aspx

As a reminder, all jurisdictions that applied for FY 2019 BVP funding certified that a mandatory wear policy was in place for their jurisdiction. BJA will be conducting reviews of the mandatory wear policies as funds are requested from the BVP System. For more information on the BVP mandatory wear policy, please see the BVP Frequently Asked Questions document: https://ojp.gov/bvpbasi/docs/FAQsBVPMandatoryWearPolicy.pdf.

Finally, please visit the following page for checklists and guides for each step of the BVP process: https://ojp.gov/bvpbasi/bvpprogramresources.htm.

For questions regarding the BVP Program or your award, please do not hesitate to contact the BVP Help Desk at vests@usdoj.gov or 1-877-758-3787.

Thank you

BVP Program Support Team

Bureau of Justice Assistance

This email was sent to andy.kancel@flower-mound.com using GovDelivery Communications Cloud on behalf of: Office of Justice Programs · 810 Seventh Street, NW · Washington, DC 20531 · 202-514-2000

TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: November 4, 2019

FROM: Eric Greaser, Fire Chief

ITEM: **Consider approval of an Interlocal Cooperation Agreement with Denton County for the provision of ambulance services for the benefit of the citizens of Flower Mound and Denton County, and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND INFORMATION: This item is to consider the approval of an Interlocal Cooperation Agreement between Denton County and the Town to provide emergency medical services to an unincorporated area of Denton County for the benefit of the citizens of Denton County. Since 1982, the Town has received annual funding for the provision of fire protection to a small area of unincorporated Denton County. The contract area consists of mainly low-density housing and tracts of undeveloped land with an estimated service population of less than 100 residents.

FISCAL IMPACT: $37,286.00

Proposed Expenditure/(Revenue):	Account Number(s):
Payment from Denton County of $37,286.00 (rounded) which includes a fixed sum of $36,245.51 based on population and $1,040.45 based on rural mileage. In addition, a fee of $246.50 per EMS call will be paid. The number of calls varies, but it is estimated to be zero for FY 19-20.	100-4605

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

LEGAL REVIEW: No alteration to the legal content of this agreement, which was originally approved by Cara White, of Taylor, Olson, Adkins, Sralla, Elam, LLP, was made.

ATTACHMENTS:

1. Interlocal Cooperation Agreement for Ambulance Service

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

THE COUNTY OF DENTON §
§ **TOWN OF FLOWER MOUND**
§ **AMBULANCE SERVICES**
STATE OF TEXAS §

INTERLOCAL COOPERATION AGREEMENT
AMBULANCE SERVICE

THIS AGREEMENT, which has an effective date of October 1, 2019, is made and entered into by and between Denton County a political subdivision of the State of Texas, hereinafter referred to as "the **COUNTY,**" and the Town of Flower Mound, a municipal corporation, located in Denton County, Texas, hereinafter referred to as "the **AGENCY".**

WHEREAS, the **COUNTY** is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County; and

WHEREAS, the **AGENCY** is a municipal corporation, duly organized and operating under the laws of the State of Texas and engaged in the provision of ambulance services and related services for the benefit of the citizens of the Town of Flower Mound; and

WHEREAS, the **AGENCY** is an owner and operator of certain ambulance vehicles and other equipment designed for the transportation of persons who are sick, infirmed or injured and has in its employ trained personnel whose duties are related to the treatment of said individuals and the use of such vehicles and equipment; and

WHEREAS, the **COUNTY** desires to obtain emergency ambulance and related services for the benefit of residents of the **COUNTY** living in unincorporated areas of the **COUNTY** which the **AGENCY** is capable of providing; and

WHEREAS, the provision of emergency ambulance and related services is a governmental function that serves the public health and welfare and is of mutual concern to both the **COUNTY** and the **AGENCY;** and

WHEREAS, the **COUNTY** desires to expend County funds to defray the expense of establishing, operating and maintaining emergency ambulance services in the County; and

WHEREAS, the **COUNTY** and the **AGENCY** mutually desire to be subject to and contract pursuant to the provisions of Texas Government Code, Chapter 791 and Texas Health and Safety Code, Section 774.003, and

NOW THEREFORE, the **COUNTY** and the **AGENCY,** in consideration of the mutual promises, covenants, and Agreements stated herein, agree as follows:

I.

TERM

The term of this Agreement shall be for the period beginning of October 1, 2019, and ending on September 30, 2020.

II.

DEFINITIONS

As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

A. "Emergency" shall mean any circumstance that calls for immediate action and in which the element of time in transporting the sick, wounded or injured for medical treatment is essential to the health or life of a person or persons. Whether an emergency, in fact, exists is solely up to the discretion of the **AGENCY**. For dispatch purposes only, "emergency" shall include, but not be limited to:

1. The representation by the individual requesting ambulance service that an immediate need exists for the transportation of a person from any location within the agreed operating area of the **AGENCY** to a place where emergency medical treatment may be obtained; or

2. The representation by the individual requesting ambulance service that an immediate need exists for the transportation of a person from any location within the agreed operating area of the **AGENCY** to the closest medical facility.

B. "Rural area" means any area within the boundaries of the **COUNTY,** but outside the corporate limits of all incorporated cities, towns and villages within the **COUNTY**.

C. "Urban area" means any area within the corporate limits of an incorporated city, town or village within the **COUNTY.**

D. "Emergency ambulance call" means a response to a request for ambulance service by the personnel of the **AGENCY** in a situation involving an emergency, as defined above, by an ambulance vehicle. A single response to a call may involve the transportation of more than one person at a time, but shall be considered as only one call.

III.

SERVICES

The services to be rendered under this Agreement by the **AGENCY** are the ambulance services normally rendered by the **AGENCY** to citizens of Town of Flower Mound in circumstances of emergency, but which services will now be extended to all citizens of the

COUNTY residing in the unincorporated areas of the **COUNTY** within the operating territory or jurisdiction of the **AGENCY,** as agreed to by the **AGENCY** and the **COUNTY** in this Agreement and as set forth in "Exhibit A," attached hereto and incorporated herein by reference.

It is recognized that the officers and employees of the **AGENCY** have the duty and responsibility of rendering ambulance services to citizens of the **AGENCY** and the **COUNTY**. In the performance of these duties and responsibilities, it shall be within the sole responsibility and discretion of the officers and employees of the **AGENCY** to determine priorities in the dispatching and use of such equipment and personnel and the judgment of the officer or employee shall be final.

The **COUNTY** shall designate the County Judge to act on behalf of the **COUNTY** and to serve as "Liaison Officer" between the **COUNTY** and the **AGENCY**. The County Judge, or her designated substitute, shall devote sufficient time and attention to insure the performance of all duties and obligations of the **COUNTY** under this Agreement and shall provide for the immediate and direct supervision of employees, agents, contractors, sub-contractors and/or laborers of the **COUNTY** engaged in the performance of this Agreement.

IV.
PERFORMANCE OF SERVICES

The **AGENCY** shall devote sufficient time and attention to insure the performance of all duties and obligations of the **AGENCY** under this Agreement and shall provide immediate and direct supervision of the **AGENCY's** employees, agents, contractors, sub-contractors and/or laborers engaged in the performance of this Agreement for the mutual benefit of the **AGENCY** and the **COUNTY.**

V.
COMPENSATION

COUNTY agrees to pay to the **AGENCY** an estimated fee of $37,286.00 (amount rounded to the nearest dollar) based on a funding formula as follows:

1. A fixed sum based on a population percentage .4702 per capita; said sum computes to $36,245.51.

2. A fixed sum of $246.4959 per ambulance transport for an estimated maximum amount of $0.00. Said sum is based upon 0 transports made by **AGENCY** in fiscal year 2019.

3. A fixed sum based on 1.50 rural miles in the agreed operating territory; said sum computes to $1,040.45.

The first and third sums are based upon population and mileage figures obtained from the North Central Texas Council of Governments. The second sum is based upon the definition of an "ambulance call" for purposes of this Agreement. Payment shall not be allowed for any instance in which a patient is not transported. Consistent with the reporting procedures described below, the **AGENCY** shall receive payment for transporting the patient regardless of the service delivery area in which the call originated.

Requests for payment shall be submitted on the standardized ambulance transportation reporting form approved and provided by the **COUNTY.** It shall be the responsibility of the **AGENCY** to fully complete the forms and to provide complete and accurate patient information. Requests for payment shall be submitted within five (5) days of the performance of service by the **AGENCY**. Requests not timely submitted shall not be considered for payment. Requests for payment may be submitted by personal delivery, U.S. Mail, facsimile or computer telephone link to the office of the Denton County Fire Marshal. The date of submission shall be the date the fully documented request is received in said office.

VI.

FINANCIAL RECORDS

The **AGENCY** agrees to make its financial records available for audit and/or review by the **COUNTY,** upon request by the **COUNTY**.

VII.

RESPONSIBILITY OF THE COUNTY

The **COUNTY,** to the extent permitted by law, shall be responsible for the acts, omissions and negligence of all officers, employees and agents of the **COUNTY** who are engaged in the performance of this Agreement.

VIII.

RESPONSIBILITY OF THE AGENCY

The **AGENCY,** to the extent permitted by law, shall be responsible for the acts, omissions and negligence of all officers, employees and agents of the **AGENCY** who are engaged in the performance of this Agreement.

IX.

APPLICABLE LAW

The **COUNTY** and the **AGENCY** understand and agree that liability under this contract is governed by Texas Government Code, Chapter 791 and Texas Health and Safety Code, Section 774.003. This Agreement is made in contemplation of the applicability of these laws to

the Agreement. Insofar as legally possible the **COUNTY** and the **AGENCY** agree to be bound by the above mentioned statutes as they exist as of the date of this Agreement.

X.

DEFAULT

In the event of default of any of the covenants herein contained, this Agreement may be terminated at the discretion of the non-defaulting party if such default continues for a period of ten (10) days after notice to the other party in writing of such default and the intent to terminate this Agreement due to the default. Unless the default is cured, this Agreement shall terminate.

XI.

TERMINATION

This Agreement may be terminated at any time by either the **COUNTY** or the **AGENCY** by giving sixty (60) days advance written notice to the other party. In the event of termination by either party, the **AGENCY** shall be compensated pro rata for all services performed to termination date together with reimbursable expenses then due as authorized by this Agreement. In the event of such termination, should the **AGENCY** be overcompensated on a pro rata basis for all services performed to the termination date and/or be overcompensated for reimbursable expenses, the **COUNTY** shall be reimbursed pro rata for all such overcompensation. Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

XII.

GOVERNMENTAL IMMUNITY

The fact that the **COUNTY** and the **AGENCY** accept certain responsibilities relating to the rendering of ambulance services under this Agreement as a part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and is hereby, invoked to the extent permitted under the law. Neither the **AGENCY**, nor the **COUNTY** waive, nor shall be deemed to have hereby waived any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions.

XIII.
ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the **COUNTY** and the **AGENCY** and supersedes all prior negotiations, representations and Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

XIV.
LAW OF CONTRACT

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The venue for any dispute, or matter, arising under this Agreement shall lie in Denton County, Texas.

XV.
SEVERABILITY

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

XVI.
AUTHORITY

The undersigned officer or agents of the parties are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties.

XVII.
SERVICE AREA

Acceptance of this Agreement constitutes approval of the service area set out in attached Exhibit "A".

EXECUTED in triplicate originals on the dates set forth below.

COUNTY:

Denton County, Texas
110 West Hickory Street, 2nd Floor
Denton, Texas 76201

By _____
Andy Eads
Denton County Judge

AGENCY:

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

By _____
Name _____
Title _____

Acting on behalf of and by the authority of Denton County Commissioners Court of Denton County, Texas

DATED: _____

ATTEST:

BY:_____
Denton County Clerk

Acting on behalf of and by the authority of the Town of Flower Mound

DATED: _____

ATTEST:

BY: _____
Town Secretary

APPROVED AS TO CONTENT:

BY: _____
Denton County Fire Marshal

APPROVED AS TO FORM:

BY:_____
Assistant District Attorney

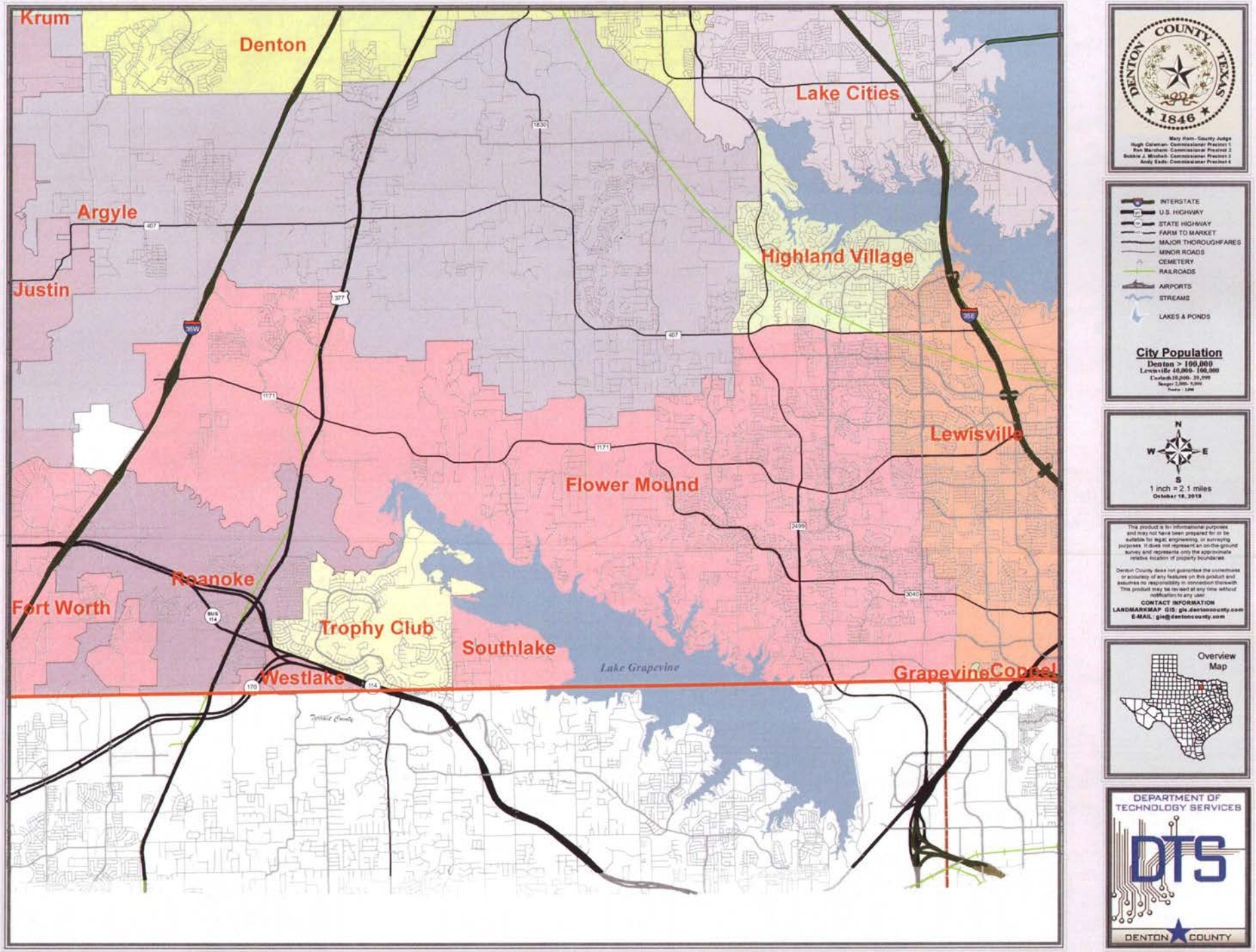
AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $_____ to accomplish and pay the obligation of Denton County under this Agreement.

_____
Jeff May, Denton County Auditor

ATTACHMENT 1

Flower Mound EMS District Exhibit A



TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: November 4, 2019

FROM: Eric Greaser, Fire Chief

ITEM: **Consider approval of an Interlocal Cooperation Agreement with Denton County for the provision of fire protection services for the benefit of the citizens of Flower Mound and Denton County, and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND INFORMATION: This item is to consider the approval of an Interlocal Cooperation Agreement between Denton County and the Town to provide Flower Mound fire protection services to an unincorporated area of Denton County for the benefit of the citizens of Denton County. Since 1982, the Town has received annual funding for the provision of fire protection to a small area of unincorporated Denton County. The contract area consists of mainly low-density housing and tracts of undeveloped land with an estimated service population of less than 100 residents.

FISCAL IMPACT: $11,200.00

Proposed Expenditure/(Revenue):	Account Number(s):
Payment from Denton County of $10,000.00 up front annual flat fee, plus $600.00 per fire call. The number of calls varies but is estimated to be two.	100-4605

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

LEGAL REVIEW: No alteration to the legal content of this agreement, which was originally approved by Cara White, of Taylor, Olson, Adkins, Sralla, Elam, LLP, was made.

ATTACHMENTS:

1. Interlocal Cooperation Agreement for Fire Protection Services

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

THE COUNTY OF DENTON §
§ **TOWN OF FLOWER MOUND**
§ **FIRE DEPARTMENT**
STATE OF TEXAS §

INTERLOCAL COOPERATION AGREEMENT
FIRE PROTECTION SERVICES

THIS AGREEMENT, which has an effective date of October 1, 2019, is made and entered into by and between Denton County, a political subdivision of the State of Texas, hereinafter referred to as "the **COUNTY,**" and the Town of Flower Mound Fire Department, a municipal corporation, located in Denton County, Texas, hereinafter referred to as "the **AGENCY".**

WHEREAS, the **COUNTY** is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County; and

WHEREAS, the **AGENCY** is a municipal corporation, duly organized and operating under the laws of the State of Texas and engaged in the provision of fire protection services and related services for the benefit of the citizens of the Town of Flower Mound; and

WHEREAS, the **AGENCY** is the owner and operator of certain fire protection vehicles and other equipment designed for the extinguishing of fire and prevention of damage to property and injury to persons from fire and has in its employ trained personnel whose duties are related to the use of such vehicles and equipment; and

WHEREAS, the **COUNTY** and the **AGENCY** mutually desire to be subject to and contract pursuant to provisions of the Texas Government Code, Chapter 791 and the Texas Local Government Code, Chapter 352, and

NOW, THEREFORE, the **COUNTY** and the **AGENCY**, for the mutual promises, covenants, Agreements and consideration stated herein, agree as follows:

I.
TERM

The term of this Agreement shall be for the period beginning of October 1, 2019, and ending September 30, 2020.

II.
SERVICES

The services to be rendered in accordance with this Agreement by the **AGENCY** are the fire protection services normally rendered by the **AGENCY** to citizens of the Town of Flower

Mound in circumstances of emergency, but which services will now be extended to all citizens of the **COUNTY** residing in the unincorporated areas of the **COUNTY** within the operating territory or jurisdiction of the **AGENCY,** as agreed to by the **AGENCY** and the **COUNTY** in this Agreement and as set forth in "Exhibit A," attached hereto and incorporated herein by reference. These services are rendered in consideration of the basic funding and the separate per call fee set forth in this Agreement for the common good and benefit and to serve the public convenience and necessity of the citizens of the **COUNTY** who are not otherwise protected with respect to fire prevention, extinguishment, safety and rescue services. The services to be rendered are as follows:

A. The **AGENCY** shall make available and provide emergency fire prevention, extinguishment, safety and rescue services within the agreed or specified territory or jurisdiction of the **AGENCY**.

B. The **AGENCY** shall respond to requests for fire protection services made within the portion of the **COUNTY** designated as ***"Flower Mound"*** as set out in Exhibit "A".

C. The **COUNTY** agrees that, in the event a fire in the **AGENCY**'s unincorporated designated area which the **AGENCY** considers to be of an incendiary nature and upon request by the **AGENCY**, the County Fire Marshal will dispatch investigation personnel to the fire scene within a response time sufficient to legally maintain and protect all evidence of said fire and will conduct all appropriate investigation and assist in the prosecution of any case of arson. The **AGENCY** shall not be responsible for investigations of suspected incendiary fires in the unincorporated areas, but shall cooperate with the County Fire Marshal in immediately relating all pertinent information possible to the investigator(s).

D. The **COUNTY** agrees that the County Fire Marshal may assist in the conduct of appropriate investigations of a fire which the **AGENCY** considers to be of incendiary nature in the **AGENCY**'s incorporated area upon request of the **AGENCY**.

E. The **AGENCY** shall submit monthly statements on the Texas Fire Incident Reporting System's standardized forms to the Denton County Fire Marshal, 3900 Morse St., 2nd Floor, Denton, Texas 76208. This form will serve as the billing statement to the **COUNTY** for reimbursement of calls made in the unincorporated area. The Denton County Fire Marshal shall provide the forms upon request from the **AGENCY**.

F. The **AGENCY,** in the performance of its duties and responsibilities under this Agreement, shall have the responsibility, within the sole discretion of the officers and employees of the **AGENCY,** except as otherwise determined by the Denton County Fire Marshal, to determine priorities in the dispatching and use of the **AGENCY's** equipment and personnel, and the judgment of any such officer or employee as to such matters shall be the final determination.

The **COUNTY** shall designate the County Judge to act on behalf of the **COUNTY** and to serve as "Liaison Officer" between the **COUNTY** and the **AGENCY**. The County Judge, or his designated substitute, shall devote sufficient time and attention to insure the performance of all duties and obligations of the **COUNTY** under this Agreement and shall provide immediate and direct supervision of employees, agents, contractors, sub-contractors and/or laborers of the **COUNTY** engaged in the performance of this Agreement for the mutual benefit of the **COUNTY** and the **AGENCY**.

III.

PERFORMANCE OF SERVICE

The **AGENCY** shall devote sufficient time and attention to insure the performance of all duties and obligations of the **AGENCY** under this Agreement and shall provide immediate and direct supervision of the **AGENCY's** employees, agents, contractors, sub-contractors and/or laborers engaged in the performance of this Agreement for the mutual benefit of the **AGENCY** and the **COUNTY**.

IV.

COMPENSATION

The **COUNTY** agrees to pay to the **AGENCY** for the full performance of services as provided in this Agreement the sum of **$10,000.00,** payable upon execution of this Agreement, and further agrees to pay the sum of **$600.00** per fire call in the designated unincorporated areas of the **COUNTY** from October 1, 2019, to September 30, 2020. The **COUNTY** anticipates the **AGENCY** to run approximately **2** fire call for a total funding of **$1,200.00** for fire calls. The total payments by the **COUNTY** to the **AGENCY** pursuant to this Agreement are estimated to be **$11,200.00**. The **COUNTY** will make no payment to the **AGENCY** for service provided outside the agreed service district whether by Mutual Aid Agreement or otherwise. The **AGENCY** understands and agrees that payment by the **COUNTY** to the **AGENCY** shall be made in accordance with the normal and customary processes and business procedures of the **COUNTY** and in conformance with applicable state law.

V.

FINANCIAL RECORDS

The **AGENCY** agrees to make its financial records available for audit and/or review by the **COUNTY**, upon request by the **COUNTY**.

VI.

RESPONSIBILITY OF THE COUNTY

The **COUNTY**, to the extent permitted by law, shall be responsible for the acts, negligence and omissions of all officers, employees and agents of the **COUNTY** who are engaged in the performance of this Agreement.

VII.

RESPONSIBILITY OF THE AGENCY

The **AGENCY,** to the extent permitted by law, shall be responsible for the acts, negligence and omissions of all officers, employees and agents of the **AGENCY** who are engaged in the performance of this Agreement.

VIII.

APPLICABLE LAW

The **COUNTY** and the **AGENCY** understand and agree that liability under this contract is governed by the Texas Government Code, Chapter 791 and the Texas Local Government Code, Chapter 352. This Agreement is made in contemplation of the applicability of these laws to the Agreement. Insofar as legally possible the **COUNTY** and the **AGENCY** agree to be bound by the above mentioned statutes as they exist as of the date of this Agreement.

IX.

DEFAULT

In the event of default of any of the covenants herein contained, this Agreement may be terminated at the discretion of the non-defaulting party if such default continues for a period of ten (10) days after notice to the other party in writing of such default and the intent to terminate this Agreement due to the default. Unless the default is cured, this Agreement shall terminate.

X.

TERMINATION

This Agreement may be terminated any time, by either the **COUNTY** or the **AGENCY** by giving sixty (60) days advance written notice to the other party. In the event of termination by either party, the **AGENCY** shall be compensated pro rata for all services performed to the termination date together with reimbursable expenses then due as authorized by this Agreement. In the event of such termination, should the **AGENCY** be overcompensated on a pro rata basis for all services performed to the termination date and/or be overcompensated reimbursable expenses, the **COUNTY** shall be reimbursed pro rata for all such overcompensation.

Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

XI.

GOVERNMENTAL IMMUNITY

The fact that the **COUNTY** and the **AGENCY** accept certain responsibilities relating to the rendition of fire protection services under this Agreement as part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and it is hereby, invoked to the extent permitted by law. Neither the **AGENCY,** nor the **COUNTY** waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims arising from the exercise of government powers and functions.

XII.

ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the **COUNTY** and the **AGENCY** and supersedes all prior negotiations representations and Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

XIII.

LAW OF CONTRACT

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The venue for any dispute, or matter, arising under this Agreement shall lie in Denton County, Texas.

XIV.

SEVERABILITY

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

XV.

AUTHORITY

The undersigned officer or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties.

XVI.

SERVICE AREA

Acceptance of this Agreement constitutes approval of the service area set out in attached Exhibit "A".

EXECUTED in triplicate originals on the dates set forth below.

COUNTY

Denton County, Texas
110 West Hickory Street, 2nd Floor
Denton, Texas 76201

By _____
Andy Eads
Denton County Judge

Acting on behalf of and by the authority of Denton County Commissioners Court of Denton County, Texas

DATED: _____

ATTEST:

BY: _____
Denton County Clerk

AGENCY

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

By _____
Name _____
Title _____

Acting on behalf of and by the authority of the Town of Flower Mound

DATED: _____

ATTEST:

BY: _____
Town Secretary

APPROVED AS TO CONTENT:

BY: _____
Denton County Fire Marshal

APPROVED AS TO FORM:

BY: _____
Assistant District Attorney

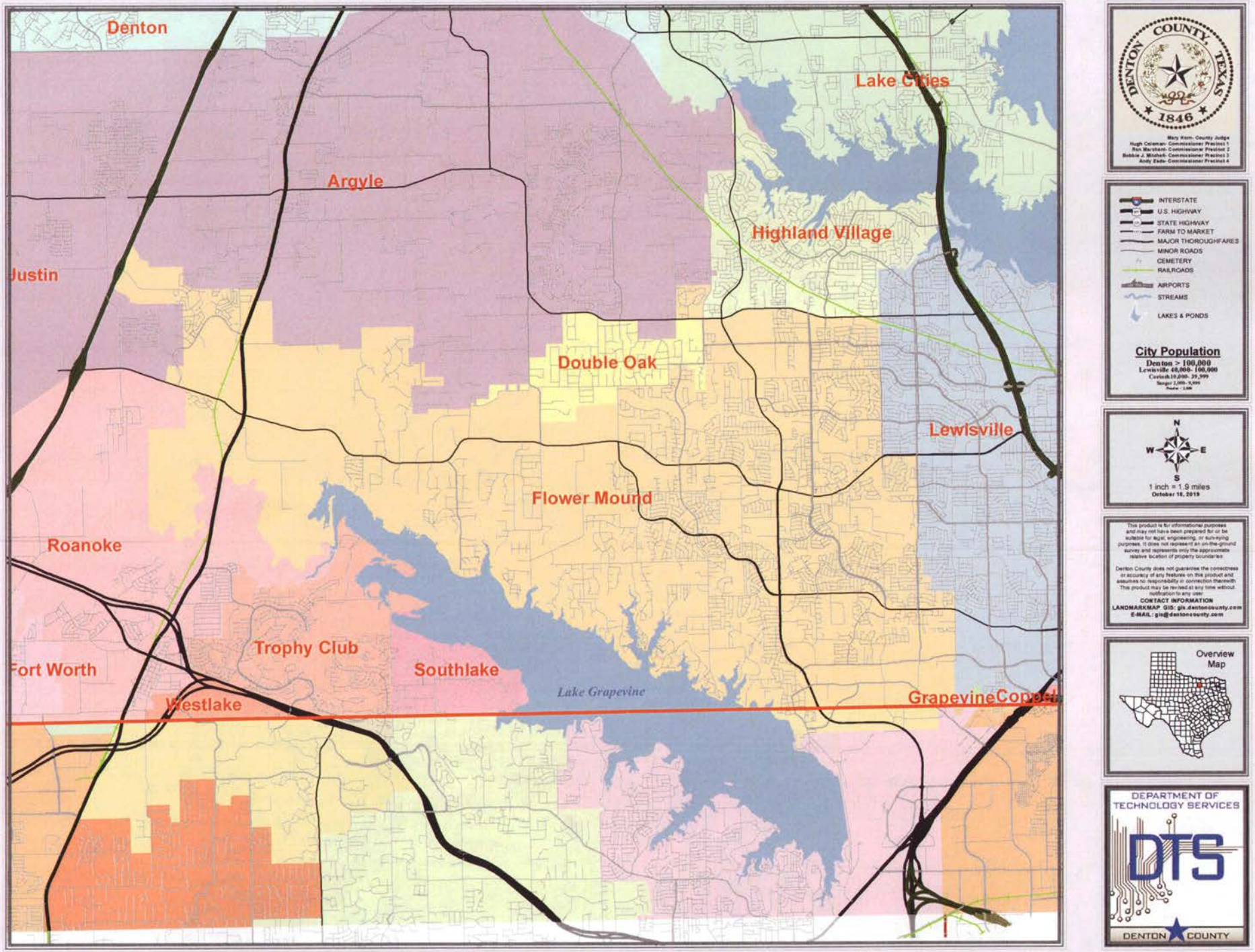
AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $_____ to accomplish and pay the obligation of Denton County under this Contract/Agreement.

_____
Jeff May, Denton County Auditor

ATTACHMENT 1

Flower Mound Fire District Exhibit A



TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: November 4, 2019

FROM: Eric Greaser, Fire Chief

ITEM: **Consider approval of an Annual Maintenance Contract with Mass Notification Services, Inc for the Town's Outdoor Warning Siren System in the amount of $18,055.00, and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND INFORMATION: Approval of the Annual Maintenance Contract will provide preventative annual maintenance of the Town's twenty-four outdoor warning sirens within the network including inspection of the equipment, cleaning of the sirens and associated cabinets and electronics and costs of parts and labor to repair the sirens.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: $18,055.00

Proposed Expenditure/(Revenue):	Account Number(s):
$18,055.00	100-660-64000-4100

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

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

ATTACHMENTS:

1. Contract for Annual Maintenance of Outdoor Mass Notification Siren System

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

ATTACHMENT 1

Contract No: FLOWERMOUND2019
Release No: N/A
Date: 09/17/2019

Mass Notification Service Inc

CONTRACT

Work Provided by:
Mass Notification Service, Inc.
1999 Bryan Street – STE 900
Dallas, TX 75201

Work Provided for:
Town of Flower Mound
Attn: Brandon Barth
3911 S. Broadway Ave.
Flower Mound, Tx 75028

Work Description: Annual Maintenance of Outdoor Mass Notification Siren System

Contract Start Date: October 01, 2019
Contract End Date: September 30,2020

Total Contract: $18,055.00
Terms: 30 Days from Executed Contract

THIS ORDER IS ACCEPTED IN ACCORDANCE WITH THE TERMS AND CONDITIONS CONTAINED HEREIN. MAIL A COPY OF THIS ORDER WITH YOUR ORIGINAL AUTHORIZED SIGNATURE TO THE CONTRACT ADMIN IDENTIFIED BELOW.

Town of Flower Mound, TX
Auth. Signature _____
Printed Name _____
Date _____ Phone _____

Mass Notification Services, Inc.
Auth. Signature _____
Printed Name Nicholas LaCostra
Date 10/2/19 Phone 856-469-4451

KEY CONTACTS

Name	Title	Agency/Company	Role
Brandon Barth	EM Officer	Town of Flower Mound	Customer POC
David Medford	Siren Technician	MNS Inc	Technician

Contract No: FLOWERMOUND2019
Release No: N/A
Date: 09/17/2019

Mass Notification Service Inc

BASE CONTRACT

This Agreement made this day of October _____, 2019 by and between Mass Notification Service, Inc., hereinafter called the Contractor and Town of Flower Mound, TX hereinafter called the Owner.

Witnesseth, that the Contractor and Owner for the considerations named agree as follows:

SCOPE OF WORK

PREVENTIVE MAINTENANCE

The Contractor shall perform Annual Preventative Maintenance of the Mass Notification Siren System and applicable Control Points/Activation Stations.

Preventative maintenance will be performed once each contract year on each of the 23 ASC T-128 siren sites in the Mass Notification Siren System. The Contractor will schedule preventative maintenance cycle and submit this schedule to the Owner for review and comment.

- Preventive maintenance will be performed in accordance with Manufacturer Guidelines where available– if those guidelines are not available, a mutually agreed upon procedure will be developed in accordance with industry standards
- Preventive Maintenance will follow the attached Preventive Maintenance Check List that will be provided to the customer upon completion of the Preventive Maintenance Cycle along with recommendations and actions taken
- Preventive Maintenance includes tuning and adjusting of siren/control point equipment and does not include replacement or repair of components.
    - In the event minor parts/materials/batteries are needed to restore a siren site to Manufacturer Specifications and/or working order, those minor parts will be covered by this agreement at the above stated price
    - Parts/Materials/Labor not covered in this agreement's pricing include:
        - Motors of any kind
        - Utility Poles of any kind
        - Siren Head or Control/Battery Box Replacement
        - Any repairs due to vandalism, misuse or Force Majeure Event
    - Force Majeure Event means declared or undeclared war, sabotage, revolutions, riot or acts of terrorism or civil disobedience; acts or omissions of government agencies; accidents, fires or explosions; floods, earthquakes or other acts of God; strikes or labor disputes; shortages of materials; or any other event not within the control of the Contractor or Owner and not caused by the negligence or intentional wrongful conduct of Contractor or Owner.
- Light Environmental Maintenance will be performed on the Siren Site location – but is limited to any vegetation or growth that is in contact with or will be in contact with the Siren Pole or Siren Control/Battery Boxes. This agreement does not include removal of any tree or tree limb (change order and Sub-Contractor will be needed)

Contract No: FLOWERMOUND2019
Release No: N/A
Date: 09/17/2019

Mass Notification Service Inc

- Although this agreement does not cover any monitoring of the system for functionality or operability, it is Contractor's suggestion that monthly or periodical meetings are held (either via conference call or in person) to establish an open forum to discuss continuous improvement of the system and any Owner concerns. These meetings are not necessary to fulfil the SOW and contractual obligations, and are offered as a mutually beneficial value-added service of this agreement
- Contractor will make best efforts to respond to Siren System and Control Point issues in a timely manner, but this agreement does not set forth a structured onsite response time – further agreements would need to be listed and agreed to by Contractor and Owner and will be added to this agreement as "Attachment B"

PROVISIONS

All work shall be completed in a workman-like manner in compliance with all building codes, software licensing and applicable laws.

To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform said work. Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this contract. Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.

All change orders shall be in writing and signed by Owner and Contractor and shall be incorporated in and become part of the contract. Contractor warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of acts of the Contractor.

Contractor shall provide Owner a separate individual report for each event of maintenance or repair on a non-functioning siren that was out of service, the maintenance or repair work performed to return the siren to working condition, and any future repairs or maintenance that may be required on that siren. Such report shall be provided to the Town within (10) days after the maintenance or repair work has been performed.

Should Owner authorize additional work/services which are beyond the scope of this contract, Contractor will perform the work at the hourly rate stated in attached Rate Sheet.

In the event that the Owner shall fail to pay periodic installment payments due hereunder, Contractor may cease work without breach pending payment resolution of any dispute.

Contractor shall not be liable for any delay due to circumstances beyond its control.

Contract No: FLOWERMOUND2019
Release No: N/A
Date: 09/17/2019

Mass Notification Service Inc

Mass Notification Service Inc

Published Service Rate Sheet

EFECTIVE January 2018

Labor	
Category	**Rates**
In House/Shop Labor	$120/Hr
On-Site Labor	$120/Hr
Travel Labor	$65/Hr
Vehicle Hours (Travel + Onsite)	$125/Hr
Holiday/Weekend On-Site Labor	$175/Hr
Holiday/Weekend Travel Labor	$100/Hr
Engineering Labor	$175/Hr

Expenses	
Item	**Pricing**
Airfare	Cost plus 15% Round-trip
Hotel	Cost plus 15% Per Night
Per Diem-Food and Expense	$50 Per Day
Equipment Rental (Vehicles, Buckets, Cranes, & Lifts, etc.)	Cost Plus 15%

Parts/Materials	
Availability	**Pricing**
All Stock Items	List Price - 15%
Non-Stock Items	Cost Plus 25%

Contract No: FLOWERMOUND2019
Release No: N/A
Date: 09/17/2019

Mass Notification Service Inc

Attachment A

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Contract No: FLOWERMOUND2019
Release No: N/A
Date: 09/17/2019

Mass Notification Service Inc

Attachment B

Response Time

Contractor represents and warrants that it shall maintain an average of ninety percent (90%) operational status of the entire Owner outdoor warning siren system at all times. This requires that no more than three (3) sirens are down for repair at any given time.

The Owner shall provide written notice to Contractor of any siren which is not functioning properly. Contractor shall commence and complete any required maintenance or repair work to a non-functioning siren within ten (10) calendar days of its receipt of such written notice. In the event Contractor is not able to complete the maintenance or repairs needed to return the siren to functional status within that time frame, Contractor shall so notify the Owner in writing before the expiration of the ten (10) day period, including the reasons for the sirens inoperability, the maintenance or repair work needed, the reasons such work cannot be completed within the designated response time, and the estimated time to complete the work to restore the operability of the siren.

In the event that Contractor fails to maintain the average operational status set forth above, fails to timely repair an inoperable siren, or fails to provide the Owner with notice as to why it cannot be repaired within that time frame, an event of default will occur. In an event of default, Contractor will rebate to the Owner the pro-rated portion of Contractor's annual fee for the number days that such default continues to exist.

TOWN COUNCIL AGENDA ITEM NO. 9

CONSENT ITEM

DATE: November 4, 2019

FROM: Eric Greaser, Fire Chief

ITEM: **Consider approval of the purchase of emergency medical supplies and pharmaceuticals from Bound Tree Medical LLC, through the City of Cedar Hill Contract in the amount of $105,000.00.**

BACKGROUND INFORMATION: To provide effective life-saving services, the Fire and Emergency Services Department needs an adequate, reliable source of emergency medical supplies. Bound Tree Medical, LLC provides medical supplies and pharmaceuticals to the Town through the City of Cedar Hill Contract No. ITB-19-0-2013/GCP. Medical supplies to stock the Department's medics and paramedic engines include basic and advanced life support items, oxygen, pediatric equipment, cardiac monitor parts, vascular access supplies, pharmaceuticals and other EMS-related medical supplies. These supplies are necessary to ensure a comprehensive response to medical emergencies.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: $105,000.00

Proposed Expenditure/(Revenue):	Account Number(s):
$105,000.00	100-660-61000-2090

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. City of Cedar Hill Contract No. ITB-19-0-2013/GCP

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

Attachment 1

Donna Hill

From: Marquita Shamlin
Sent: Tuesday, January 30, 2018 9:31 AM
To: John Glover; Donna Hill
Cc: Sabrina Zadow; Marquita Shamlin; Kristi Salinas
Subject: City of Cedar Hill Bid No. EMS-Fire (TOFM Ref. No. 2013-37-I) - Extended for 1 year - EMS/Medical Supplies with Boundtree Medical
Attachments: City of Cedar Hill Bid No. EMS-Fire Signed Agreement - Extension thru 02-28-19.pdf

Good Morning, ☺

The following contract mentioned above that we utilize with the City Cedar Hill has been extended for another year. The contract extension documents are attached for your reference.

Our Contact Database has been updated & the Contract Summary is as follows:
Annual Contract No: 2013-37-I
Description: EMS/Medical Supplies (City of Cedar Hill Bid No. EMS-Fire)
Suppliers: Boundtree Medical
Contract Extension Date: 02/14/2018 thru 02/13/2019

Important Note: The extension also includes two (2) one-year renewal options.

Please let me know if you have any questions or need any additional information.

Thank you & have a great day!

Marquita

Marquita Shamlin
Town of Flower Mound - Purchasing Buyer
P: (972) 874-6006
F: (972) 874-6478
❤ *"The only way to do great work is to love what you do."* ❤

Attachment 1

Bound Tree medical

CITY OF CEDAR HILL

EMS / MEDICAL SUPPLIES

BID: ITB-19-0-2013/GCP

DUE - FEBRUARY 8, 2013 2:00PM

EMERGENCY MEDICAL SERVICE SUPPLIES AGREEMENT

This Emergency Medical Service Supplies Agreement (herein "Agreement") is made and entered into by and between the City of Cedar Hill, Texas, a Texas home rule municipal corporation (herein "City"), and Bound Tree Medical, LLC, an Ohio limited liability company (herein "Bound Tree") and shall be effective as of the date of execution set forth herein.

WITNESSETH

WHEREAS, Bound Tree is a distributor of medical and pharmaceutical supplies; and

WHEREAS, the City operates an emergency medical service ("EMS") by and through its Fire Department; and

WHEREAS, the City's EMS requires the use of certain medical and pharmaceutical supplies ("medical supplies") to preserve and protect the public health and safety of the City's residents visitors; and

WHEREAS, Bound Tree bid on and was awarded a contract by the City under which Bound Tree agreed to sell medical supplies to the City's EMS for the period of March 1, 2013 through February 28, 2014 (the Original Agreement); and

WHEREAS, the Original Agreement was renewed for each of three optional one-year renewal terms; and

WHEREAS, the final renewal term of the Original Agreement ends on February 28, 2017; and

WHEREAS, the City desires to continue to procure medical supplies, by and through the City's EMS, to preserve and protect the public health and safety of its residents and visitors; and

WHEREAS, Bound Tree desires and agrees to continue supply the City's EMS with medical supplies subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and covenants and conditions herein, the City and Bound Tree agree as follows:

1. Purchase and Sale of Medical Supplies. Bound Tree agrees to sell, and City agrees to purchase, medical supplies for the City's EMS pursuant to all of the terms and conditions of the Contract Documents as defined herein. In exchange for the City's use of Bound Tree as the City's medical supplies vendor, when said medical supplies can be delivered timely, Bound Tree will provide requested medical supplies to the City's EMS at the agreed-upon price and in the agreed-upon quantities as set forth in the Contract Documents.

2. Contract Documents. The Contract Documents referenced in and made part of this Agreement shall consist of the following:

a. this Agreement
b. the Invitation to Bid & Bid Specifications
c. Bound Tree's Bid Quotation
d. any written modifications or change orders agreed to by the City and Bound Tree.

The Invitation to Bid and Bid Specifications along with Bound Tree's Bid Quotation are attached hereto as Exhibit A and incorporated herein for all purposes.

3. Term. The term of this Agreement shall be one year beginning on March 1, 2017 and ending on February 28, 2018. This Agreement includes three (3) optional one-year renewal terms. The City shall have the right to renew this Agreement for any or all of the optional renewal terms under the same terms and conditions of this Agreement.

4. Termination. Notwithstanding the provisions in Section 3 above, the City may terminate this Agreement for any reason or no reason at all by providing Bound Tree with ninety (90) days prior written notice.

5. Payments. The City agrees to pay Bound Tree per the terms of the Contract Documents for orders from and delivered to the City's EMS.

6. Delivery. The City and Bound Tree agree that the City is not obligated to order a specific quantity of medical supplies and cannot supply Bound Tree with a forecast of the volume of medical supplies that the City's EMS will order. The City will, upon reasonable request from Bound Tree, and without the City binding itself in any way, provide short-term estimates of needed medical supplies to Bound Tree.

7. Acceptance of Medical Supplies. Acceptance or approval by the City or the City's EMS of any medical supplies under this Agreement shall not in any way relieve Bound Tree of responsibility for the any technical accuracy or quality of the fulfilment of any order for medical supplies from the City's EMS. The City's review, approval or acceptance of or payment for any medical supplies shall not be construed to operate as a waiver of any of the City's rights under this Agreement or any cause of action arising out of the performance or non-performance of this Agreement.

8. Indemnification. Bound Tree shall indemnify, save, and hold harmless the City and the City's EMS, its officials, officers, agents and employees with respect to any claims or demands, actions, damages, costs and expenses, including, without limitation, attorneys' fees and costs of litigation, arising from the death or injury of any person whomsoever, or any loss,

damage or destruction of any property whatsoever, resulting directly or indirectly from any intentional, negligent or grossly negligent act, error or omission of the Bound Tree, its agents, servants, employees or other persons acting on Bound Tree's behalf and arising from or related to Bound Tree's performance under this Agreement. This indemnity shall not be terminated or otherwise affected by reason of the termination or expiration of this Agreement.

9. Relationship of Parties. Bound Tree will use its own means and manner to perform its obligations under this Agreement and shall be deemed an independent contractor of the City. In no event shall this Agreement or any performance thereunder be deemed or interpreted as creating a principal-agent or joint venture relationship between the parties hereto. Neither party shall hold itself out as an agent of the other party, nor shall a party incur any indebtedness or obligations in the name of, or which shall be binding upon, the other party.

10. Notices. All notices and communications under this Agreement to be mailed or delivered to the City shall be sent to the address of the City EMS as follows, unless and until Bound Tree is otherwise notified:

EMS Chief
Cedar Hill Fire Department
1212 W. Belt Line Rd.
Cedar Hill, Texas 75104

All notices and communications under this Agreement to be mailed or delivered to Bound Tree shall be sent to the address of the Bound Tree as follows, unless and until the City is otherwise notified:

Bound Tree Medical, LLC
P.O. Box 8023
5000 Tuttle Crossing Blvd.
Dublin, OH 43016

11. Assignment. This Agreement shall not be assignable in whole or in part without the written consent of the City.

12. Dispute Resolution. If a dispute arises between the parties relating to this Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies:

a. A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

b. If, within thirty (30) days after such meeting, the parties have not succeeded in

negotiating a resolution of the dispute, they will appoint a mutually-acceptable mediator and agree to attend one, half day mediation with said mediator in an attempt to resolve the dispute. The parties shall share the fees of the mediator equally.

13. **WAIVER OF RIGHT TO TRIAL BY JURY.** BOUND TREE AND CITY AGREE THAT ALL DISPUTES ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, IF ANY, WHICH CANNOT BE RESOLVED THROUGH INFORMAL NEGOTIATIONS OR MEDIATION AS SET FORTH IN SECTION 12 ABOVE, SHALL BE RESOLVED BY WAY OF A TRIAL BEFORE A JUDGE OF A COURT OF COMPETENT JURISDICTION. BOUND TREE AND CITY EACH HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY. BOUND TREE AND CITY EACH HEREBY ACKNOWLEDGE AND REPRESENT THAT THEY HAVE KNOWINGLY AND VOLUNTARILY WAIVED THEIR RESPECTIVE RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY LEGAL MATTER OR DISPUTE ARISING FROM OR RELATED TO THIS AGREEMENT.

14. Severability. Should any word, phrase, sentence, paragraph or other provision or portion of this Agreement be construed to be unlawful or unenforceable by a court of competent jurisdiction, such circumstance shall not affect the validity of the remaining portions of this Agreement which shall remain in full force and effect.

15. Binding Effect. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective permitted successors and permitted assigns.

16. Governing Law and Venue. This Agreement shall be governed by, and its provisions construed in accordance with, the laws of the State of Texas. Venue for any action arising from or related to this Agreement shall be the State District Courts of Dallas County, Texas.

17. Amendment and Waiver. No amendment or waiver of any provision of this Agreement, and no consent to any departure herefrom, shall be effective or binding unless and until set forth in a writing signed by each party, and then any such waiver or consent shall be effective only in a specific instance and for the specific purpose for which it was given. No notice or any other communication given by one party to the other party shall be construed to be or constitute an approval or ratification by the other party of any matter contained or referred to in such notice, unless the same be consented to by the other party in writing.

18. Entire Agreement. This Agreement constitutes the entire agreement between the

parties, and there exist no other written or oral understandings, agreements or assurances with respect to any matters except as set forth herein. Unless expressly stated, this Agreement confers no rights to or upon any person or entity that is not a party hereto.

19. Legal Construction. Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. The parties agree that this Agreement or any provision of this Agreement shall not be construed in favor of or against any party on the basis that the party did or did not author this Agreement or any provision hereto. This Agreement and all of the terms and provisions herein shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

EXECUTED this 24 day of January, 2017.

CITY OF CEDAR HILL, TEXAS:

By: _____
Rob Franke, Mayor

ATTEST:

_____
Belinda Berg, City Secretary

APPROVED AS TO FORM:

_____
Ron G. MacFarlane, Jr., City Attorney

BOUND TREE MEDICAL, LLC:

By: _____
Mark Dougherty, Chief Financial Officer

TOWN COUNCIL AGENDA ITEM NO. 10

CONSENT ITEM

DATE: November 4, 2019

FROM: Eric Greaser, Fire Chief

ITEM: **Consider approval of the purchase of Firefighter uniforms from Gall's LLC through the City of Frisco Cooperative Bid No. 1905-082 (TOFM No. 2019-168-I).**

BACKGROUND INFORMATION: To provide fire retardant Nomex station wear, Class A uniforms, cold weather jackets, as well as various other accessories such as hats, gloves, belts, rain gear etc. The Nomex daily station wear on the average is replaced every two years. Other gear and accessories are replaced as needed. This item also includes the daily station wear and other gear to outfit the fifteen new firefighters to staff Fire Station 7.

This is an annual expenditure with the current contract good through August 2020.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: $90,000.00

Proposed Expenditure:	Account Number(s):
$90,000.00	100-660-63000-2270

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. City of Frisco Cooperative Bid No. 1905-082

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

CITY OF FRISCO BEST VALUE BID NO. 1905-082

FIRE DEPARTMENT UNIFORMS

BIDS ARE DUE TO THE OFFICE OF THE PURCHASING MANAGER PRIOR TO:

JUNE 20, 2019 @ 2:00PM CST

NO LATE SUBMITTALS WILL BE ACCEPTED.

Questions are to be sent to purchasing@friscotexas.gov prior to:

June 6, 2019 @ 4:00PM CST

Bids must be supplied on CD or flash drive along with the original bid or submitted electronically via Bonfire, https://friscotexas.bonfirehub.com.

For CD/flash drive and hard copy submittals, deliver or mail to:

CITY OF FRISCO
DANIEL FORD
PURCHASING MANAGER
6101 FRISCO SQUARE BLVD
FRISCO, TX 75034

This is a cooperative best value bid on behalf of the City of Frisco as the lead agency on behalf of the Cities of Wylie, Desoto and Ennis.

For additional information concerning this bid please contact:

Daniel Ford, CPPO, CPPB
Purchasing Manager
dford@friscotexas.gov
972 292 5545

Steve Cone, CPPB
Senior Buyer
scone@friscotexas.gov
972 292 5542

BEST VALUE BID NUMBER 1905-082
FIRE DEPARTMENT UNIFORMS

BIDDER MUST SUBMIT CD/FLASH DRIVE AND ORIGINAL BID TO FACILITATE EVALUATION UNLESS ELECTRONIC SUBMITTAL IS ALLOWED FOR THIS BID.

Some bids are made available electronically and posted to Bonfire. Not all bids are available for electronic submission through Bonfire, and the delivery requirements posted in this bid are required in those instances. **This bid is available for electronic submittal through Bonfire.**

It is the policy of the City to involve small businesses and qualified minority/woman owned businesses to the greatest extent possible in the procurement of goods, equipment, services, and construction projects.

The bid documents are available through Bonfire and vendors may register at https://friscotexas.bonfirehub.com/portal. Note that bids must be received on Bonfire by the due date and time in order to be considered. Any bid that is not received on time will not be considered. Submitting bids via the Bonfire website is not mandatory, hard copy and cd/flash drive submittal in accordance with these bid specifications will also be accepted. Bid submissions and registration are free of charge, for more information on being a vendor visit the vendor portal at the link provided above.

BIDS MUST BE RECEIVED ON JUNE 20, 2019 BY 2:00 PM CENTRAL STANDARD TIME (CST) BY THE PURCHASING MANAGER. NO BID WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL BIDS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED NON-RESPONSIVE.

Bids will be publicly opened and read aloud at the Frisco City Hall located at 6101 Frisco Square Blvd., Frisco, Texas 75034 on June 20, 2019 at 2:05 PM CST.

Write the best value bid number, *1905-082,* name of bid, *FIRE DEPARTMENT UNIFORMS*, and the name of your organization on the outer envelope.

Bids are to be submitted in accordance with the attached City specifications and the "General Conditions of Bidding" attached hereto. Each bidder is required to fill in every blank; failure to do so may be used as a basis for rejection of a bid. The City reserves the right to reject any or all bids, to waive formalities, or to proceed otherwise when in the best interest of the City.

GENERAL CONDITIONS OF BIDDING

1. INSTRUCTIONS: These instructions apply to all bids and become a part of the terms and conditions of any bid submitted and any agreement entered into subsequent thereto, unless exception is taken in writing by bidder when submitting bid.

BIDDING

2. FORM: FORM: Bidders must submit, in the manner and quantity listed above, the sealed bid/written quote/proposal to the Purchasing Manager prior to response due date/time. Failure to submit the required copies may result in the bid being declared non-responsive to specification and may not be further evaluated. When the option is available, electronic submission through Bonfire will satisfy these requirements.

3. PRICING: Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. “Discount from list” bids are not acceptable unless specifically requested in the bid.

4. QUANTITIES: In the case of estimated requirements contract bid, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.

5. ERROR-QUANTITY: Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.

6. F.O.B./DAMAGE: Quotations shall be bid F.O.B. delivered to the designated Municipal Facility, Frisco, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.

7. DELIVERY PROMISE-PENALTIES: Bids MUST show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.

8. BIDDER SHALL PROVIDE: With this bid response, the bidder shall provide all documentation required. Failure to provide this information may result in rejection of bid.

9. ALTERING/WITHDRAWAL OF BIDS: Bids cannot be altered or amended after submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations alteration, or erasure made before opening time. No bid may be withdrawn

after opening time without first submitting a written reason to the Purchasing Manager and obtaining the Purchasing Manager's approval.

10. PRESENTATION OF BIDS: No oral, telegraphic, telephonic, e-mailed, or facsimile bids will be considered at this time. All bids must be submitted in a sealed envelope. When the option is available, electronic submission through Bonfire will satisfy this requirement.

11. CORRESPONDENCE: This bid number must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this solicitation.

12. ADDENDA: Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Frisco Purchasing Division. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.

13. LATE BIDS: Bids received by the City after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail or carrier, internet connectivity, website issues, etc.

14. BID OPENINGS: All bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.

    The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Frisco Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful bidder upon award of the contract and according to state law; all bids received will be available for inspection at that time, unless otherwise provided by law.

15. BID TABULATION: Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed stamped envelope with bid. BID RESULTS WILL NOT BE GIVEN BY TELEPHONE. You can also download a copy on our website, www.friscotexas.gov. If you have any questions, please contact the City of Frisco, Purchasing Division, at purchasing@friscotexas.gov.

16. PROTESTS: All protests regarding the bid solicitation process must be submitted in writing to the City within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

    This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the Purchasing Manager within five (5) days of the notice of intent to award. Unless otherwise provided

by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

17. BID AWARD: The City reserves the right to award a separate contract to separate bidders for each item/group or to award one contract for the entire bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City in compliance with Texas Local Government Code, Section 252.043.

18. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.

PERFORMANCE

19. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
A. Have adequate financial resources or the ability to obtain such resources as required;
B. Be able to comply with the required or proposed delivery schedule;
C. Have a satisfactory record of performance;
D. Have a satisfactory record of integrity and ethics; and
E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

20. ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.

21. SPECIFICATION-SAMPLES: Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.

22. TESTING: An agent so designated, by the City, without expense to the City, may perform testing at the request of the City or any participating entity.

23. PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

24. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. The place of delivery shall be set forth in the purchase order. The terms of this agreement are “no arrival, no sale”.

25. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.

26. **PATENT RIGHTS: The Bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.**

PURCHASE ORDERS AND PAYMENT

27. PURCHASE ORDERS: A purchase order(s) shall be generated by the City Director of Administrative Services to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

28. BID SECURITY/BOND REQUIREMENTS: If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.

29. FUNDING: The City is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis, accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.

30. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN BID PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Finance Division.

31. PAYMENT TERMS: Payment terms are Net 30 unless otherwise specified by the City in this document. Prompt payment discounts may be used by the City in determining the lowest responsible bidder.

32. INVOICES: Invoices must be submitted by the successful bidder to: accountspayable@friscotexas.gov

CONTRACT

33. CONTRACT PERIOD/RENEWAL OPTIONS: In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.

34. INTERLOCAL AGREEMENT: Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City is a participating member of the Collin County Governmental

Purchasing Forum (the "Forum"). As such, the City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Collin County authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in the Forum.

35. AUDIT: The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.

36. **SUCCESSFUL BIDDER SHALL: Defend, indemnify and save harmless the City and all its officers, Managers and employees and all entities, their officers, Managers and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any Manager, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.**

37. TERMINATION FOR DEFAULT: The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

38. ACCEPTABILITY: All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Manager who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the City Purchasing Manager or designated representative.

39. REMEDIES: The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

40. VENUE: This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Collin County, Texas.

41. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

42. NO PROHIBITED INTEREST: The bidder acknowledges and represents they are aware of the laws and City Charter regarding conflicts of interest. The City Charter states in part that "No officer, whether elected or appointed, or any employee, whether full or part time, of the City shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with the City; or have a substantial financial interest, direct or indirect in the sale to the City of any land, materials, supplies or services."

43. FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

44. DISCLOSURE OF CERTAIN RELATIONSHIPS: Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Frisco not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at www.friscotexas.gov. By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

45. PREVAILING WAGE RATES: Contractors are required to pay not less than the rates determined using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, to a worker employed by it in the execution of a contract for the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or

direction.. Contractors are required to comply with Texas Government Code, Chapter 2258, Prevailing Wage Rates. A worker is employed on a public work if the worker is employed by the contractor or any subcontractor in the execution of the contract for the project.

46. APPLICABLE LAW: Contractor shall comply with all federal, state and Frisco laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work in or around the Facility. Contractor shall ensure that its officers, employees, agents, contractors and other parties performing services for or on behalf of Contractor comply with all applicable laws, statutes, ordinances, regulations and policies.

47. STORMWATER REQUIREMENTS: Contractor shall implement best management practices (BMPs) to prevent storm water pollution to the maximum extent practicable in accordance with the current City of Frisco Storm water Ordinance (11-11-52). These BMPs include:

-Performing regular inspections and maintenance on vehicles and equipment to prevent fluid leaks.
-Implementing standard operating procedures (SOPs) for spill prevention and cleanup.
-Training and equipping all employees who are present on City property in appropriate actions in accordance with the SOP.
-Implementing proper material handling BMPs for transportation and storage.
-Implementing proper waste disposal BMPs.

48. CERTIFICATE OF INTERESTED PARTIES (FORM 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

Filing Process:
Within ten days of being notified of award of a contract by the City of Frisco, the successful vendor (business entity) must use the Texas Ethics Commission's web application, https://www.ethics.state.tx.us/File/, to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that **will contain a unique certification number**. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the

certification of filing must be provided to the City of Frisco Purchasing division (**within 10 days of being notified of award of a contract**).
The City of Frisco is required to notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

49. PROPRIETARY DATA - Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. The City of Frisco will protect from public disclosure such portions of a bid unless directed otherwise by legal authority including the existing Texas Public Information Act.

CITY OF FRISCO CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Frisco shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change or modification of any policies, evidenced by return receipt or United States Mail. The words “endeavor to” and “but failure” (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
4. Endorsement applicable to each policy provided.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s).

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor’s bid or response to proposal. If the contract is renewed or extended by the City, a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract	Type and amount of Insurance
Special Events	General Liability insurance for personal injury (including death) and property damage with a minimum of $1 Million Dollars per occurrence and $2 Million Dollars aggregate, including coverage for advertising injury and products coverage Statutory Workers compensation insurance as required by state law (If the contractor serves alcoholic beverages) Liquor Liability with a minimum of $1 Million Dollars per Occurrence and $2 Million Aggregate. (If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of $ 2 Million Dollars

	(If automobile or limousine service is involved even if volunteers) Automobile Liability with a minimum of $1 Million Dollars combined single limit.
Public Works and Construction	General Liability insurance for personal injury (including death) and property damage with a minimum of $1 Million Dollars per occurrence and $2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of $2 Million Dollars Statutory Workers compensation insurance as required by state law
Professional Services	Professional Liability Insurance with a minimum of $1 Million Dollars per occurrence and $2 Million Dollars aggregate. (If size or scope of project warrant) Umbrella Coverage or Excess Liability Coverage of $2 Million Dollars Statutory Workers compensation insurance as required by state law

SAMPLE ON FOLLOWING PAGE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/01/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: John Smith
ABC Insurance Brokerage 1234 Frisco Square Blvd. Frisco, Texas 75034	PHONE (A/C, No, Ext): 972-555-5555 FAX (A/C, No): 972-555-5556 E-MAIL ADDRESS: johnsmith@abcinsurance.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Your Company Name Here Address of Insured Address of Insured	INSURER A: Insurance Company Name	12345
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	[ ] CLAIMS-MADE [ ] OCCUR	X		987654	03/05/2013	03/05/2014	MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	[X] POLICY [ ] PRO-JECT [ ] LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS			123456	03/05/2013	03/05/2014	BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ]	N/A	X	123456	03/05/2013	03/05/2014	E.L. EACH ACCIDENT	$ 100,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 100,000

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

The City of Frisco, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers' compensation. Provide a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

CERTIFICATE HOLDER	CANCELLATION
City of Frisco 6101 Frisco Square Blvd Frisco, Texas 75034	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE SIGNATURE HERE

ACORD 25 (2010/05)

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Supplemental Information

Texas Government Code Section 2252.002 Non-resident Bidders
A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

   _____
   _____
   _____

2. Name and address of principal place of business, and phone number of your company's majority owner:

   _____
   _____
   _____
   _____

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

   _____
   _____
   _____
   _____

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Frisco to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	$ INVOLVEMENT

SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

1. Sole Proprietorship _____YES _____NO
2. Partnership _____YES _____NO
3. Corporation _____YES _____NO

If company is a sole proprietorship, list the owner's full legal name:

_____

If company is a partnership, list the partner's full legal name(s):

_____

_____

_____

_____

If company is a corporation, list the full legal name as listed on the corporate charter:

_____

Is this firm a minority, or woman-owned business enterprise?

____ NO ____ YES If yes, specify (____) MBE (____) WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency? _____ NO _____ YES

If yes, specify governmental agency: _____

Date of certification: _____

Authorized Signatory (*Officer or representative vested with the powers to commit the organization to a binding agreement*):

Name: _____ Title: _____

AFFIDAVIT OF NO PROHIBITED INTEREST

THE STATE OF _____ §

THE COUNTY OF _____ §

I, _____, a member of the Contractor team, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

_____ Ownership of ten percent (10%) or more of the voting shares of the business entity.

_____ Ownership of Twenty Five Thousand and 00/100 Dollars ($25,000) or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty Five Thousand and 00/100 Dollars ($25,000).

_____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.

_____ Other:

_____ None of the Above.

Upon filing this affidavit with the City of Frisco, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this ___ day of _____, 2019.

_____
Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared _____, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this _____ day of _____, 2019.

_____
Notary Public in and for the State of _____
My commission expires: _____

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

Contract Risk Assessment Questionnaire
Required Submittals

1. Has your business/company/organization filed for bankruptcy within the last five (5) years? Yes ❒ No❒ If so, please enclose details.

2. Has your business/company/organization ever had a contract for the general type of services/product sought by the City terminated for non-compliance or inadequate performance? Yes ❒ No❒ If yes, please enclose details.

3. Has your business/company/organization ever defaulted on a contract for the general type of services/product being sought by the City? Yes ❒ No❒ If yes, please enclose details.

4. In the last five (5) years has there been or is there now pending any litigation, arbitration, governmental proceeding or regulatory proceeding involving claims in excess of $100,000 with respect to the performance of any services or the provision of any product by your business/company/organization? Yes ❒ No❒ If yes, please enclose details.

5. Has your business/company/organization fulfilled all of its obligations relating to the payment of City taxes, fees, or other obligations if applicable? Yes ❒ No❒ If no, please enclose details.

6. In the last five (5) years, has your business/company/organization, been or currently involved in any action, audit or investigation brought by any federal government agency or authority or by any state or local governmental agency? Yes ❒ No❒ If yes, please enclose details.

7. In the last five (5) years, has your business/company/organization been debarred or suspended for any reason by any federal, state or local government or has refrained from bidding on a project due to an agreement with such governmental agency? Yes ❒ No❒ If yes, please attach a full explanation.

8. In the past five (5) years, has your business/company/organization had its surety called upon to complete any contract, whether government or private sector? Yes ❒ No❒ If yes, please enclose details.

9. In the past five (5) years, has your business/company/organization had a revocation, suspension or disbarment of any business or professional permit and/or license? Yes ❒ No❒ If yes, please enclose details.

10. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty? Yes ❒ No❒ if "yes," identify on a separate signed page the person or persons convicted, the court (the City if a state court, the district or location of the federal court), the year and the criminal conduct.

11. In accordance with Chapter 2270 of the Texas Government Code, do you certify that your business/company/organization (a) does not boycott Israel; and (b) will not boycott Israel during the term of any contract with City? Yes ❒ No❒

Signature

A. THE UNDERSIGNED HEREBY CERTIFIES THAT THE RESPONSES PROVIDED ARE CORRECT AND TRUTHFUL TO THE BEST OF MY KNOWLEDGE AND FOR THOSE RESPONSES GIVEN WHICH ARE BASED ON INFORMATION AND BELIEF, THOSE RESPONSES ARE TRUE AND CORRECT BASED ON MY PRESENT BELIEF AND INFORMATION.

B. Dated this _____ day of _____ of the year _____

Name of organization: _____

Signature: _____

Printed name and title: _____

BIDDER REMINDER LIST:

REQUESTED PRICING INCLUDED?
CD/FLASH DRIVE AND ORIGINAL HARD COPY INCLUDED?
SUBMITTED ON BONFIRE (OPTIONAL)
ALL BLANKS COMPLETED ON THIS FORM?
COMPLETED COMPANY PROFILE/REFERENCES?
COMPLETED SIGNATURE?

Schedule of Events

Public Notification/Advertisement	May 24, 2019 May 31, 2019	
Deadline for Submitting Questions	June 6, 2019	4:00PM CST
Bids Due	June 20, 2019	2:00PM CST

Questions concerning this bid are due in writing via e-mail to purchasing@friscotexas.gov before the deadline for submitting questions stated above.

Best Value Bid 1905-082
FIRE DEPARTMENT UNIFORMS

The City of Frisco is requesting bids for Fire Department Uniforms, to include fitting and tailoring services. This is a cooperative best value bid on behalf of the Cities of Wylie, Desoto, Ennis with Frisco as the lead agency. Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City of Frisco. Prices must remain firm for the first year of this agreement. The agreement is good for one (1) year with four (4) optional one (1) year renewals at the mutual agreement of the City of Frisco and the successful vendor.

Bidders are not required to bid all items contained in this bid but are encouraged to bid all in a similar grouping. The City reserves the right to award by line item or as a group. Prices quoted should include all charges for freight, F.O.B destination delivery. A secondary award may be made under this agreement. The secondary vendor is only to be used in an event that the primary contract is unable to comply with the agreement terms and conditions.

OBJECTIVES

1. Centralize uniform purchasing in one location.
2. Ensure that uniforms are fitted properly so that they maintain a professional appearance without restricting movement.
3. Provide firefighters increased autonomy and ease of access to spend their clothing allowance.
4. Facilitate electronic ordering while maintaining contract pricing.
5. Establish employee accounts to manage and monitor the clothing allowance.

METHOD OF AWARD

The City of Frisco is soliciting bids on behalf of the agencies listed above. This is a best value bid, and the City will evaluate the following criteria and weights, as well as any other factors deemed relevant by the City. The City reserves the right to request additional information, presentations or demonstrations from some or all vendors, as necessary:

1. Price/Cost **40%**
2. Services Provided and Staffing **30%**

-Proposed services requested under this bid, and additional services offered, as well as availability of trained staff to assist with fitting and alterations. (Includes online ordering capabilities, location in DFW)

3. References/Past Performance of the Vendor **20%**
4. Added Value **10%**

- Include online presence or enhancements that will be provided to the City which are not priced in this proposal.

PRODUCT QUALITY

Only first quality fabrics and other uniform components are to be used in the manufacture of all items in this Request for Bid. No “Seconds,” or “Irregulars” “job lots” will be tolerated. All loose threads shall be removed prior to delivery. Garments should be manufactured to ISO 9001

Standards. Items not meeting these requirements shall be replaced at no cost to the customer upon notice of deficiency.

The successful bidder must guarantee their product against any defect in workmanship or materials. Failure to comply shall result in return of merchandise within thirty (30) days at the expense of the bidder for prompt replacement with merchandise that meets the specifications of this bid.

Bidders may be required to submit letters from manufacturer (on the manufacturer's letterhead) stating bidder is in good standing and is a distributor of their product. Brand name items listed are required, and no substitutes from the brand names listed will be accepted, unless approved via addendum by the City. To request consideration of an alternate product, the request should be made in writing to the Frisco Purchasing Division prior to the question deadline for this bid. Samples for City comparison may be required for each alternate product requested. The City may accept or reject approved equivalents at its sole discretion. If any substitute items are approved, a revised bid form will be provided after the question deadline.

MINIMUM ORDER
There are no minimum order requirements associated with this contract. Items will be ordered on a as needed basis.

ORDERING PROCEDURES
The successful bidder should understand that any request for purchase of items specified in this bid shall be accompanied by a valid Purchase Order prior to processing the request. All orders for uniforms shall be placed on an "as needed" basis, without regard to any specified quantity or order date. The successful bidder will not accept orders from, release orders to, sell any uniforms items, and/or accessory, to any person without official authorization. The successful vendor should work with each agency represented in this bid to comply with each agency's ordering procedures and requirements.

ONLINE ORDERING
In considering award of this bid, preference will be given to vendors that have online ordering capabilities/online store. If you have online ordering capabilities, please provide information with your bid regarding specifics of online ordering with your company. Uniforms are rank- and discipline-specific, and the successful vendor may be provided (by individual agencies under this cooperative agreement) with a list of the various ranks and disciplines with the items that are approved for each, as well as a list of firefighters with their rank and discipline. In addition to ensuring that the correct items are made available to each firefighter, the contractor will be responsible for managing each firefighter's clothing allowance (allowances and associated rules surrounding allowances will be provided by each agency). Each time the clothing allowance is used, the contractor will bill the City for the expenditure, including the name of the firefighter and the items purchased on the invoice. Any expenditure that exceeds the clothing allowance is the responsibility of the firefighter and subject to taxation.

Goods purchased at a physical location, regardless of method of payment, may be given to the firefighter. Goods that are ordered online and are paid for, in whole or in part, using the clothing allowance must be delivered to the agency specified location. They must be packaged and labeled to indicate which firefighter they are for. The items being purchased are part of a uniform, and as such must be provided as specified unless otherwise noted. After award,

substitutions will not be considered or accepted unless an item is discontinued. If an item is discontinued, the City of Frisco Purchasing Division should be notified as soon as the vendor becomes aware of it. A substitution will be determined by the City and will be implemented for all firefighters.

DELIVERY SCHEDULE

Initial Order: All items shall be delivered within 60 days for complete shipments; partial shipments, as soon as possible. A packing list shall accompany each order, and at a minimum should contain the customer purchase order number, date, name and address of the vendor, and detailed description and quantity of items shipped.

All items shall be delivered within 14 calendar days for in-stock inventory items and 60 calendar days for special made-to-order and non-stock items after receipt of initial order request by the requesting department/division. This delivery time schedule shall include any alteration required (if any) by the ordering department/division and/or officer.
All shipments shall be made direct to each ordering department/division, or as indicated on Purchase Order.

Shipping charges must be included in the pricing provided. Other than rush delivery, no shipping charges will be paid with orders under this bid. All deliveries must be packaged individually and must clearly identify the customer/employee name, quantity and sizes enclosed, and Purchase Order number.

INVOICING

The proper invoice(s) shall accompany all items purchased by the City, whether picked up or delivered. All invoices shall include the following information:

1. Agency Purchase Order number (if applicable)
2. Quantity shipped
3. Requesting department/division name
4. First and last name and employee number of person to receive uniform
5. Quantity ordered
6. Quantity shipped/backordered
7. Date ordered and date delivered
8. Description and product number for each line item, as shown in the bid
9. Unit price
10. Extended dollar amount

PRODUCT LINE CHANGES

In the event a product and/or model is discontinued by the manufacturer, the City of Frisco, at its sole discretion may allow the successful bidder to provide a substitute for the discontinued item. The successful bidder shall request permission to substitute a new product and provide the following:

1. Documentation from the manufacturer that the product or model has been discontinued;
2. Documentation that names the replacement product or model;
3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original request for bid;
4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model; and

5. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

RETURNS:
Each ordering agency may return non-conforming or defective products to the successful bidder at no charge to the department/division. Immediate pick up and replacement is expected, if required by the department/division. No restocking charging is authorized for items returned to successful bidder under non-conforming or defective product conditions. If the non-conforming or defective product is not picked up within fifteen (15) calendar days after notification by the agency, the item(s) will become the property of that agency, at no cost. If returns need to be made via UPS or Fedex, the vendor should issue RMA's and call tags to the appropriate agency.

MEASUREMENTS
The cost for measurements must be included in the price quoted for each item. The successful bidder will set up a time and location to take measurements with each agency. It is expected that the successful bidder will travel to the requesting department/division to accomplish this requirement, as well as at their local distribution facility if available. The successful bidder shall maintain a current log of measurements for future orders.

The successful vendor will be required to assist the firefighters with measurement and fitting prior to the first purchase. Vendor shall provide all apparel in all sizes to the Fire Departments participating in this contract and have personnel on hand to measure and advise the firefighters.

TAILORING
The successful bidder must have, in their employment, a minimum of one (1) full-time tailor and one (1) full-time seamstress (for female customers), on duty that can visit each department/division to measure a customer for alterations on his/her uniform.

INVENTORY REQUIREMENTS
The successful bidder is expected to maintain a level of sufficient inventory adequate to satisfactorily service the agencies included in this bid's account at the distribution facility within forty-five (45) calendar days after notification of award.

MANDATORY USAGE REPORT
The successful bidder must furnish a report at the end of each quarter (every three [3] months) detailing the purchasing of items on this contract. Reports must be filed within thirty (30) calendar days after the end of each reporting period. Failure to provide the report with the minimum required information might also negate any contract extension or renewal clauses. The report shall disclose the quantity and dollar value of each contract item for each agency by individual department/division. Additional reports should be generated as needed, giving agencies an accurate spending record by department/division, by location, by shift, by employee, etc. These reports may be required on an as needed basis. Requested reports of this nature should be provided within 3 business days of the request.

PRICE INCREASES
Prices must remain firm for the first twelve (12) month contract period. Thereafter, price increase requests should only be made at the time of annual renewals. The vendor must request a price increase in writing to the City of Frisco Purchasing division, at least 60

days prior to the renewal date. Price increases may only be considered after the vendor has submitted a relevant consumer price index for their industry. Submission of dated manufacturer's increased price sheet or catalog, or additional documentation regarding the price increase must be provided to the City. The City will decide to accept or reject the increase at their sole discretion. If a price increase request is rejected, the City may award those items to the secondary vendor.

SAMPLES
Samples may be requested, at no charge to the agency, for evaluation purposes. Failure to provide samples will be justification for bid rejection. Samples will be returned to the vendor.

SUBMITTAL REQUIREMENTS

EXECUTIVE SUMMARY
In the executive summary, please provide:

- A table of contents of the entire proposal.
- A concise, narrative overview of the program being offered, including a highlight of any key features. Summary material presented here shall not be considered to meet the requirements for any other sections of the proposal.
- Company Profile
- Provide a brief overview and history of your company. Discuss your company's structure, number of years in business, and type of services offered, and how long they have been offered. Discuss your experience with implementing this type of program with other governments or clients.
- Key Personnel-Identify and provide resumes of key personnel who will who will be assigned to work with the City.

REFERENCES

Provide references on attached Exhibit B.

PROPOSED PROGRAM
A. Initial Purchase Provide a work plan that describes how you will handle the initial purchase from fitting to fulfillment. A preliminary schedule should be provided that outlines the tasks to be performed and expected days to completion. This schedule will be used to judge whether the vendor understands the requirements of the project. For each phase of the work plan, provide a narrative description of the work to be performed. Discuss level of staffing to be assigned to each task. Where personnel will interact with City employees, include names and job titles. Staff experience should be described for people whose resumes are not included in Key Personnel.

B. Program for ongoing purchases. Provide a detailed description of the proposed program for ongoing purchases. Include information regarding the online ordering portal to be offered, the mechanism by which contract pricing will be displayed, and any other controls or features. Address account functionality including account types and item availability, controls to be implemented for the clothing allowance, and payments and invoicing. Discuss the physical location (provide any and all physical locations, with address) that is to be

utilized and the level of inventory that will be kept there, tailoring services offered, and how firefighter accounts will be maintained if purchases are made at the location using the clothing allowance. Provide a sample invoice for evaluation that demonstrates how information will be displayed.

C. Added value. Include any relevant services or enhancements that will be provided to the City which are not priced in this proposal.

DELIVERY/SERVICE DESCRIPTION AND PRICING
Please include a description of how delivery and service will be handled with this contract. Please address:

- Standard package delivery times and service providers.
- Do you make local deliveries in person?
- Will each account have a dedicated representative to contact?
- How often will the dedicated representative visit each agency?
- How will you handle measurements/fittings for uniforms?
- Please list your locations where agencies may pick up items in store.

FINANCIAL STABILITY
The vendor should submit their most recent financial statement with the bid, preferably audited financial statements. If a financial statement is not included, the bid may be deemed non-responsive.

PRICING
1. **Complete Pricing Exhibit A-**(Available at www.friscotexas.gov/bids) Pricing should extend to both Men's and Women's product with the same item # (ie: Blauer 8446 covers both 8446 and 8446W)

2. For miscellaneous items not listed individually on exhibit A, the City is requesting blanket catalog pricing discounts. This percent discount shall extend to all items not listed individually in the bid Exhibit A.

3. Please provide a fee schedule to include your pricing for tailoring services, embroidery services, silk screen services, etc.

GENERAL INFORMATION
CITY OF FRISCO PURCHASING

BID FORM
BVB 1905-082
FIRE DEPARTMENT UNIFORMS

PRICING

1. **Complete Pricing Exhibit A-** (Available at www.friscotexas.gov/bids, or upon request) Pricing should extend to both Men's and Women's product with the same item # (i.e.: Blauer 8446 covers both 8446 and 8446W)

2. For miscellaneous items not listed individually on Exhibit A, the City is requesting blanket catalog pricing discounts. This percent discount shall extend to all items not listed individually in the bid Exhibit A. The discount listing is located below exhibit A. This is intended to allow additional items to be added to the contract at this stated discount.

ANY EXCEPTIONS OR ADDITIONAL PRICING INFORMATION:

_____
_____
_____
_____

SIGNATURE FORM

1905-082
FIRE DEPARTMENT UNIFORMS

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Invitation for Bid.

"I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on, or to influence any person or persons to bid or not to bid thereon."

Name of Bidder: _____

Address of Bidder: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Fax: _____

E-mail address: _____

By (print name) _____

Title: _____ Federal ID #/SSN #: _____

Signature: _____

Acknowledgement of Addenda: #1 ____ #2_____#3 _____#4 _____#5_____

EXHIBIT B: REFERENCES

VENDOR NAME: _____
ADDRESS: _____
CITY: _____ STATE ___ ZIP _____
CONTACT NAME: _____ PHONE _____EMAIL: _____

REFERENCES		
REFERENCE 1		
Entity Name:		
Contact Name:		
Address:		
City:	State:	Zip code:
Phone Number:		Email:
Years doing business with Entity and Capacity:		
REFERENCE 2		
Entity Name:		
Contact Name:		
Address:		
City:	State:	Zip code:
Phone Number:		Email:
Years doing business with Entity and Capacity:		
REFERENCE 3		
Entity Name:		
Contact Name:		
Address:		
City:	State:	Zip code:
Phone Number:		Email:
Years doing business with Entity and Capacity:		

TOWN COUNCIL AGENDA ITEM NO. 11

CONSENT ITEM

DATE: November 4, 2019

FROM: Eric Greaser, Fire Chief

ITEM: **Consider approval of the purchase of forty-four sets of bunker gear from NAFECO, Inc. through BuyBoard Purchasing Contract No. 524-17 in the total amount of $125,701.84. and authorization for the Mayor to approve same on behalf of the Town.**

BACKGROUND INFORMATION: This purchase represents an ongoing project of providing each firefighter with two sets of turnout gear. The second set of gear will allow firefighters the ability to immediately have a clean set of turnouts available while the carcinogen contaminated turnouts are cleaned. As sets of active and reserve gear are inspected and tested, those failing to meet compliance with NFPA 1851 mandates must be taken out of service and retired. This purchase will also provide turnout gear for the fifteen new firefighters to staff Station 7.

FISCAL IMPACT: $125,701.84

Proposed Expenditure:	Account Number(s):
$125,701.84	100-660-63000-2270

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

LEGAL REVIEW: N/A

ATTACHMENT:

1. NAFECO, Inc. Sales Quote

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

ATTACHMENT 1

NAFECO Inc.
"North America Fire Equipment Co."
1515 West Moulton Street
Decatur, AL 35601
Office: **800-628-6233**
Damon's Cell: 903-813-6569

LION
ready for action

Bill To:
Flower Mound Fire Department
2121 CROSS TIMBERS ROAD
FLOWER MOUND, TX 75028

Shipping Address:
Flower Mound Fire Department
3911 S. Broadway Ave.
FLOWER MOUND, TX 75028

Date: 10/13/2019
Customer ID: FLO315
BuyBoard# 524-17

Contact	Sales Rep #	Sales Rep.	Expires	PSGQ	Contact	Sales Quote
Kirby	82	Stewart		PSGQ18145-D		Good until 01/15/2020

Line	Item	Qty.	Description	Unit Price	Total
1	CVFM	44	Lion / V-Force® Raglan Sleeve Coat with Black PBI® Max, 7.0 oz., C7 Liner	$1,620.16	$71,287.04
2	PVFM	44	Lion / V-Force® Belted Pants with black PBI® Max, 7.0 oz., C7 Liner	$1,236.70	$54,414.80
3					
4					
5					
				Total	**$125,701.84**

TOWN COUNCIL AGENDA ITEM NO. 12

CONSENT ITEM

DATE: November 4, 2019

FROM: Wendell Mitchell, Assistant Chief of Police WLM

ITEM: **Consider approval of an agreement with Thomson Reuters, Inc., for a three-year fee agreement for a law enforcement database known as CLEAR; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND INFORMATION: The Flower Mound Police Department has used CLEAR for Law Enforcement Plus database (by Thomson Reuters) since 2014 to successfully locate subjects related to criminal investigations. CLEAR is an investigative database that is used by law enforcement that allows detectives to locate witnesses, suspects, associates and wanted persons.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: There are currently no similarly priced alternatives that provide detectives ability to locate suspects, witnesses, etc. as it relates to criminal cases. Choosing not to renew the agreement would have a significant impact on the detective's ability to investigate criminal cases.

FISCAL IMPACT: This agreement is for a three-year renewal of CLEAR service and includes a 4% annual increase. The proposed expenditure for the three-year term is $24,305.27. FY 2020 – 2021 $8,098.27, FY 2021 – 2022 $8,421.16.

Proposed Expenditure/(Revenue):	Account Number(s):
$7,785.84	100-640-43500-5110

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

LEGAL REVIEW: Cara White of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the agreement as to form and legality on September 23, 2019.

ATTACHMENTS:

1. CLEAR Database Order Form
2. CLEAR Database Applicable Law Addendum - Flower Mound

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

THOMSON REUTERS

Order Form Order ID:Q-00567811

Contact your representative natalie.ehret@thomsonreuters.com with any questions. Thank you.

Subscriber Information

Account Address	Shipping Address	Billing Address
Account #: 1000661374 FLOWER MOUND POLICE DEPT 4150 KIRKPATRICK LN FLOWER MOUND TX 75028-1400 US	Account #: 1000661374 FLOWER MOUND POLICE DEPT 4150 KIRKPATRICK LN FLOWER MOUND TX 75028-1400 US	Account #: 1000661374 FLOWER MOUND POLICE DEPT 4150 KIRKPATRICK LN FLOWER MOUND, TX 75028-1400 US

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", "my" or "I". Subscription terms, if any, follow the ordering grids below

ProFlex Products
See Attachment for details

Service Material	Product	Quantity	Monthly Charges	Minimum Term (Months)	Year Over Year Increase During Minimum Term
41308780	CLEAR PROFLEX	1	$648.82	36	4%

Minimum Terms

Online/ Practice Solution/Software/ProFlex Products : Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the number of complete calendar months listed in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above

Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

For Window Products: Monthly Charges begin on the date we process your order and will continue for the number of complete calendar months in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges you are responsible for transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rates. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing a service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Post Minimum Terms

For Online/Practice Solutions/Software /ProFlex Products: At the end of the Minimum Term your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Automatic Renewal Term for Window Products. At the end of the Minimum Term your Monthly Charges will be billed at up to our then-current rate. Thereafter, we may modify the Monthly Charges if we notify you of a different rate with at least 90 days notice. The Monthly Window will remain unchanged. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Miscellaneous

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Settling a Disputed Balance. Payments marked 'paid in full", or with any other restrictive language will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Excluded Charges and Schedule A rates. If you access CLEAR services that are not included in your subscription you will be charged our then current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf Excluded Charges may change after at least 30 days written or online notice. Modification of Excluded Charges or Schedule A rates is not a basis for termination under Term, Termination of the General Terms and Conditions.

Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms. You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you have previously authorized us to bill a credit card, debit card or make electronic fund transfers for West subscriptions on an ongoing basis, or are authorizing the same as part of this order, no further action is needed.

Returns and Refunds. You may return a print or CD-ROM/DVD product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are not refundable. Please see http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

The General Terms and Conditions, apply to all products ordered, except print and is located at https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions.pdf.

The General Terms and Conditions for Federal Subscribers are located at https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

CLEAR Fixed Rate Usage :If the transactional value of your CLEAR fixed rate usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

Batch Usage :If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If the trial includes Batch Services, you may submit up to 1,000 input lines at no cost. We reserve the right to invoice you for input lines in excess of 1,000. You will pay our then current Schedule A rate. Schedule A rates are located at http://legalsolutions.com/schedule-a-clear.

Existing Vigilant Subscribers: We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

Enterprise Law Enforcement Subscribers: You certify that you have up to the number of sworn officers in your employ at this location identified in the QTY Column above. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

Regulated Data. Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree to and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to user permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages cause by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions.

CLEAR Subscribers via an Alliance Partner. In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in the General Terms and Conditions paragraph above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

. For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR ; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation). In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

Additional Order Form Terms and Conditions

Government Non Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document,(e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Signature for Order ID: Q-00567811

ACKNOWLEDGEMENT Q-00567811

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of the Subscriber.

Signature of Authorized Representative for order	Title
Printed Name	**Date**

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This Order Form will expire and will not be accepted after 10/29/2019 CT.

THOMSON REUTERS

Attachment Order ID:Q-00567811

Contact your representative natalie.ehret@thomsonreuters.com with any questions. Thank you.

Order ID: Q-00567811

Payment and Shipping Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1000661374

Order Confirmation Contact (#28)
Contact Name:SGTJASON HAWLEY
Email:jason.hawley@flower-mound.com

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000661374	FLOWER MOUND POLICE DEPT	4150 KIRKPATRICK LN FLOWER MOUND TX 75028-1400 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
100	Alerts	41343547	CLEAR Alerting Pro Addon
3	Seats	41913616	CLEAR Government Arrest Gateway Pro Addon
89	Seats	41882302	CLEAR for Law Enforcement Plus

Account Contacts

Contact Name		Email Address	Customer Type Description
JASON	HAWLEY	jason.hawley@flower-mound.com	CLEAR PRIMARY CONT
JASON	HAWLEY	jason.hawley@flower-mound.com	EML PSWD CONTACT

IP Address Information

From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
000.000.000.000	000.000.000.000				

Lapsed Products

Sub Material	Quantity	Active Subscription to be Lapsed
41882302	89	CLEAR for Law Enforcement Plus
41913616	3	CLEAR Government Arrest Gateway Pro Addon
41343547	1	CLEAR Alerting Pro Addon

Attachment 2

THOMSON REUTERS™

Addendum to West Order Form – Q-00567811

Subscriber: FLOWER MOUND POLICE DEPT

Account #: 1000661374

1. **Effect of Addendum**. The underlying General Terms and Conditions, the Order Form and applicable Schedule A (collectively the "Agreement"), between you and West ("us") is amended as specifically set forth herein to incorporate the terms of this Addendum. As amended, the Agreement will remain in full force and effect according to its terms and conditions. All terms used in this Addendum will have the meanings given to them in the Agreement. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. If there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum, the terms and conditions of this Addendum will control.

2. **Modifications To Order Form- Applicable Law**: This provision is deleted and replaced in its entirety with the following:

"Applicable Law. Because you are a local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your Denton County, Texas."

All other terms and conditions of the Agreement will remain unchanged. Please have this document signed by your authorized representative and returned to us along with the signed West Order Form.

West Publishing Corporation	**Subscriber**
_____	Signed _____
Accepted By _____	Name (please print) _____
Title _____	Title _____
Date _____	Date _____

TOWN COUNCIL AGENDA ITEM NO. 13

CONSENT ITEM

DATE: November 4, 2019

FROM: Wendell Mitchell, Assistant Chief of Police WLM

ITEM: **Consider approval of the purchase of one (1) new patrol boat and equipment for Police Services from Siddons-Martin, with funds from the awarded JAG police grant.**

BACKGROUND INFORMATION: On March 18, 2019, the Town Council approved submission of the Town of Flower Mound Police Department Patrol Boat application for the 2020 DJ-Edward Byrne Memorial Justice Assistance Grant. The grant was awarded in September, with funds available in October. The Police Department is requesting approval to proceed with the purchase of the patrol boat and equipment as defined in the grant. This is being purchased through HGAC contracts as follows.

Boat contract No AM10-18

Radio contract No RA05-18

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: The purchase of the patrol boat and emergency equipment (including Motorola radio, emergency lighting, control box, sonar) is covered by the awarded grant funds.

Proposed Expenditure/(Revenue):	Account Number(s):
$ 95,760.08	370-719-97066-6130

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Patrol boat proposal
2. Motorola radio proposal

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

Siddons Martin Emergency Group, LLC
3500 Shelby Lane
Denton, Texas 76207
GDN P115891
TXDOT MVD No. A115890
EIN 27-4333590

October 23, 2019

Flower Mound Police Department

Proposal for Police Boat

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to **Flower Mound Police Department** . The unit will comply with all specifications attached. Total price includes delivery to **Flower Mound, TX** and training on operation and use of the apparatus.

Description	Amount
1) Lake Assault Police Boat	
Price guaranteed for 90 days.	
Vehicle Price	$91,217.92
Final Sales Price	**$91,217.92**

Taxes. Taxes are not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee. A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day after the first 30 days until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above, increasing the overall cost of the apparatus.

Cancellation. In the event this proposal is accepted, and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred and may be applied:

(A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
(B) 20% of the Purchase Price after completion of the approval drawings;
(C) 30% of the Purchase Price upon any material requisition by Manufacturer.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin Emergency Group to conduct such sale.

Acceptance. In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization to sign and date this proposal and include it with any purchase order. Upon signing this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the State of Texas. No additional terms or conditions will be binding

upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC

Sincerely,

Scott Beckwith
Siddons-Martin Emergency Group, LLC

I,_____, the authorized representative of **Flower Mound Texas** , agree to all of the terms of this proposal and the specifications attached hereto and this proposal will be binding upon **Flower Mound, Texas**.

_____

Signature & Date

CONTRACT PRICING WORKSHEET
for motor vehicles only

Contract No.: AM10-18 **Date:** 10/21/2019

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Agency:	Flower Mound Police Department	**Contractor:**	Siddons-Martin Emergency Group
Contact:		**Prepared:**	Scott Beckwith
Phone:		**Phone:**	
Fax:		**Fax:**	
Email:		**Email:**	

Prod. Code:	**AM18LC02**	**Description:**	**22 RHIB**

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: $ 79,747.50

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	$ 3,132.00
		Subtotal B:	$ -

Total Published Options $ 3,132.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	$ 7,010.00
		Subtotal C:	$ -

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). 8%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
		Subtotal D:	

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D)

Quantity Ordered:	1	**X Subtotal of A + B + C + D:**	$ 82,879.50	=	**Subtotal E:**	$ 89,889.50
F. H-GAC Fee Calculation (From Current Fee Tables) .014778325					**Subtotal F:**	$ 1,328.42

Description	Cost	Description	Cost		
Subtotal of column	$ -	Subtotal of Column	$ -	**Subtotal G:**	$ -
Delivery Date:				**H. Total Purchase Price (E+F+G):**	$ 91,217.92

HGACBuy THE SMART PURCHASING SOLUTION

MOTOROLA SOLUTIONS

Quote Number: **QU0000491096**
Effective: 18 OCT 2019
Effective To: 17 DEC 2019

Bill-To:
FLOWER MOUND, TOWN OF
2121 CROSS TIMBERS RD
FLOWER MOUND, TX 75028
United States

Attention:
Name: Kendall Leonard
Phone: 972-874-3348

Sales Contact:
Name: Bobby Thompson
Email: bthompson@Crosspointcomm.com
Phone: 469-236-3743

Contract Number: HGAC
Freight terms: FOB Destination
Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	1	M25URS9PW1AN	APX6500 7/800 MHZ MID POWER MOBILE	$2,438.00	$1,779.74	$1,779.74
1a	1	W22BA	ADD: STD PALM MICROPHONE APX	$72.00	$52.56	$52.56
1b	1	G78AT	ADD: 3Y ESSENTIAL SERVICE	$168.00	$168.00	$168.00
1c	1	G610AC	ADD: REMOTE MOUNT CBL 30 FEET	$25.00	$18.25	$18.25
1d	1	GA00804AA	ADD: APX O2 CONTROL HEAD	$492.00	$359.16	$359.16
1e	1	G67BZ	ADD: REMOTE MOUNT MID POWER	$297.00	$216.81	$216.81
1f	1	G806BE	ADD: ASTRO DIGITAL CAI OPERATION	$515.00	$375.95	$375.95
1g	1	G444AE	ADD: APX CONTROL HEAD SOFTWARE	-	-	-
1h	1	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	$43.00	$31.39	$31.39
1i	1	G831AD	ADD: SPKR 15W WATER RESISTANT	$60.00	$43.80	$43.80
1j	1	GA00235AA	ADD: NO GPS ANTENNA NEEDED	-	-	-
1k	1	G51AU	ENH: SMARTZONE OPERATION APX6500	$1,200.00	$876.00	$876.00
1l	1	G361AH	ENH: P25 TRUNKING SOFTWARE APX	$300.00	$219.00	$219.00
1m	1	GA00580AA	ADD: TDMA OPERATION APX	$450.00	$328.50	$328.50
1n	1	G996AS	ENH: OVER THE AIR PROVISIONING	$100.00	$73.00	$73.00

Total Quote in USD $4,542.16

HGAC CONTRACT RA05-18 PRICING

PO Issued to Motorola Solutions Inc. must:
>Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
>Have a PO Number/Contract Number & Date
>Identify "Motorola Solutions Inc." as the Vendor
>Have Payment Terms or Contract Number
>Be issued in the Legal Entity's Name
>Include a Bill-To Address with a Contact Name and Phone Number

>Include a Ship-To Address with a Contact Name and Phone Number
>Include an Ultimate Address (only if different than the Ship-To)
>Be Greater than or Equal to the Value of the Order
>Be in a Non-Editable Format
>Identify Tax Exemption Status (where applicable)
>Include a Signature (as Required)

TOWN COUNCIL AGENDA ITEM NO. 14

CONSENT ITEM

DATE: November 4, 2019

FROM: Clay Riggs, PE, CFM, Assistant Director of Public works

ITEM: **Consider approval of an increase to the annual purchase contract for asphalt overlay services from Reynolds Asphalt & Construction Company, through a City of Grand Prairie Contract (#16112) from an estimated total of $350,000.00 to an estimated total of $500,000.00.**

BACKGROUND INFORMATION: On July 17, 2017, Town Council approved the purchase of asphalt overlay services for the Public Works Street Services division, using the City of Grand Prairie's contract with Reynolds Asphalt & Construction Company, for the total amount of $225,000.00. On July 16, 2018, Town Council approved an increase to the annual purchase of asphalt overlay from $225,000 to $350,000 so that the entire Roanoke Hills subdivision could be overlaid last fiscal year. This requested increase in estimated annual purchase amount will allow for Raintree Drive, Jernigan Road, and Green Meadow Lane to be overlaid this fiscal year.

Local governments are authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791, to enter into joint contracts and agreements for the performance of governmental functions and services, including administrative functions normally associated with the operation of government (such as purchasing necessary materials and equipment). The Town of Flower Mound and the City of Grand Prairie entered into an interlocal agreement effective May 3, 2010. The initial term of the agreement was one year, and automatically renews annually, unless cancelled by either party.

FISCAL IMPACT: $150,000.00

Proposed Expenditure:	Account Number(s):
$150,000.00	100-690-92240-4303

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

ATTACHMENTS:

1. City of Grand Prairie Pavement Resurfacing Services Contract #16112

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

Grand Prairie TEXAS Contract Coversheet

Dept:* Purchasing

Contract ID: 6482 R1

For: Public Works

Bid Number: 16112

Contact Name: Angi Mize

Contact Phone:* 8262

Contact Email:* amize@gptx.org

Vendor Name: Reynolds Asphalt & Construction Co.

Vendor Email: ntankersley@reynoldsasphalt.com

Project Name: Pavement Resurfacing Services

Summary renewal #3 with price increase

Permanent Retention*

○ Yes ◉ No

Contract Amount	Account #	Work Order #
$ 4,013,790.00		

Implementation Date	Termination Date	Council Approval Date
8/17/2016	8/31/2020	8/6/2019

Contract Approvals

Department Manager:

Kathleen Mercer — **Date** 8/9/2019

City Attorney Signature

Megan Mahan — **Date** 8/9/2019

City Manager Signature

Anna Doll — **Date** 8/12/2019

City Secretary Signature

Catherine S. DeMaggio — **Date** 8/12/2019

AMENDMENT TO PRICE AGREEMENT
CITY OF GRAND PRAIRIE

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS §

THIS AMENDMENT is made and entered into this date by and between the **CITY OF GRAND PRAIRIE,** a Texas municipal corporation (hereinafter referred to as the "CITY", and **REYNOLDS ASPHALT & CONSTRUCTION CO.** (hereinafter referred to as "VENDOR").

WHEREAS, the CITY and VENDOR have entered into a price agreement to provide asphalt release agents per bid award resulting from vendor's response to RFB #16112, submitted by Ned Tankersley, on July 26, 2016; and

WHEREAS, the above referenced agreement was for an initial term of one year with the option to renew for four additional one year periods, totaling up to $3,523,900.00 if all extensions were exercised. This Contract was effective as of August 17, 2016, and was to terminate at midnight on August 16, 2017, unless the parties mutually agreed in writing to extend the term of the Contract through an allowable renewal option, or, unless otherwise terminated as provided in provided in paragraph XVI of the original contract; and

WHEREAS, the first of four available renewal options was executed on July 12, 2017 and extended the term of the contract through August 31, 2018; and

WHEREAS, the second of four available renewal options was executed on July 20, 2018 and extended the term of the contract through August 31, 2019; and

WHEREAS, the above referenced agreement provides that VENDOR may request a price increase through a price redetermination request, substantiated in writing, to become effective on the anniversary date of the contract to cover verifiable increases in cost to the applicable industry; and

NOW, THEREFORE, for and in consideration of the mutual acts and covenants set out herein, the CITY and VENDOR agree as follows:

1. The CITY agrees that the price redetermination is acceptable and in the best interest of the CITY and such price increase, which is attached hereto and incorporated herein as Exhibit A; and

2. The parties mutually agree to extend the term of the contract and execute the third of the four available renewal options and extend the contract expiration to midnight on August 31, 2020 at which time all of the work called for under this Contract must be completed unless the parties mutually agree in writing to extend the term of the Contract through an additional allowable renewal option, or, unless otherwise terminated as provided in provided in paragraph XVI of the original contract; and

3. The estimated annual amount to be paid to VENDOR by the CITY under such contract shall be increased by the sum of $489,890.00, to reflect the price redetermination as described in Exhibit A, making the total estimated annual amount to be paid to VENDOR under such contract $4,013,790.00, to reflect the one year renewal; and The five year total if all extension are exercised will increase from $17,619,500.00 to $22,024,375.00; and

4. This shall constitute an Authorization for extension of price agreement as set out in the agreement between the parties, and an amendment to such contract. All of the terms and conditions of the original contract shall remain in full force and effect, as amended hereto, unless set out otherwise herein.

EXECUTED this the _____day of 8/12/2019, 20___.

CITY OF GRAND PRAIRIE, TEXAS

By:_____
Anna Doll, Deputy City Manager

ATTEST:

Cathy E. DiMaggio, City Secretary

APPROVED AS TO FORM:

Megan Mahan, City Attorney

REYNOLDS ASPHALT & CONSTRUCTION CO.

By:_____
Printed Name: Ned Tankersley
Title: Vice President

Grand Prairie TEXAS
Dream Big Play Hard

Annual Agreement Change Order Worksheet

16112 Reynolds Asphalt - EXHIBIT A

	Possible Contract Years	**5**	
Original Annual Contract Value	**$3,523,900.00**	Original Max Potential Value	$ 17,619,500.00
25% Maximum Increase	$ 880,975.00	Max Possible Value	$ 22,024,375.00
Max Possible Annual Contract Value	$4,404,875.00	Current Total Value	$ 18,599,280.00

Dollar Value each on each Contract Term

Contract Action	Initial Term	Renewal 1	Renewal 2	Renewal 3	Renewal 4
Renewal 1	$ -	$ -	$ -	$ -	$ -
Renewal 2	$ -	$ -	$ -	$ -	$ -
Renewal 3	$ -	$ -	$ -	$ 489,890.00	$ 489,890.00
Renewal 4	$ -	$ -	$ -	$ -	$ -
Percentage Change	0.00%	0.00%	0.00%	13.90%	13.90%
Total of Changes	$ -	$ -	$ -	$ 489,890.00	$ 489,890.00
PREVIOUS TERM Annual Contract Value					
CURRENT TERM Annual Contract Value	**$3,523,900.00**				
FUTURE TERM Annual Contract Value		**$3,523,900.00**	**$3,523,900.00**	**$4,013,790.00**	**$4,013,790.00**

Exhibit A

TABULATION RFB# 16112 PAVEMENT RESURFACING SERVICES	Vendor Name	Reynolds Asphalt & Construction
	Contact	Ned Tankersley
	Email	ntankersley@reynoldsasphalt.com
	Phone	817-267-3131
	City/State	Euless, TX

Item#	Line Item Description	UOM	Est Quantity	Unit Price	Est Cost	2019 Prices	New Total	$ Increase	% Increase	
1	HMAC Type D Delivered more than 1500 tons	Tons	7900	74.50	$ 588,550.00	$ 85.60	$ 676,240.00	$ 11.10	14.90%	14.86%
2	HMAC Type D Delivered 500 to 1499 tons	Tons	4700	80.00	$ 376,000.00	$ 91.90	$ 431,930.00	$ 11.90	14.88%	14.86%
3	HMAC Type D Delivered less than 499 tons	Tons	1200	92.00	$ 110,400.00	$ 105.70	$ 126,840.00	$ 13.70	14.89%	14.86%
4	HMAC Type C Delivered more than 1500 tons	Tons	5400	74.00	$ 399,600.00	$ 85.00	$ 459,000.00	$ 11.00	14.86%	14.86%
5	HMAC Type C Delivered 500 to 1499 tons	Tons	3000	78.30	$ 234,900.00	$ 89.90	$ 269,700.00	$ 11.60	14.81%	14.86%
6	HMAC Type C Delivered less than 499 tons	Tons	1200	92.00	$ 110,400.00	$ 105.70	$ 126,840.00	$ 13.70	14.89%	14.86%
7	HMAC Type B Delivered more than 1500 tons	Tons	5400	73.50	$ 396,900.00	$ 84.40	$ 455,760.00	$ 10.90	14.83%	14.86%
8	HMAC Type B Delivered 500 to 1499 tons	Tons	3000	77.00	$ 231,000.00	$ 88.40	$ 265,200.00	$ 11.40	14.81%	14.86%
9	HMAC Type B Delivered less than 499 tons	Tons	1200	91.00	$ 109,200.00	$ 104.50	$ 125,400.00	$ 13.50	14.84%	14.86%
10	Additional Mileage Charge - Hauled beyond the first 10 miles from bidders plant for Items # 1-9 Per Ton Per Mile	Tons	5500	0.60	$ 3,300.00	$ 0.60	$ 3,300.00	$ -	0.00%	
11	Move In Charge	Each	30	1,200.00	$ 36,000.00	$ 1,200.00	$ 36,000.00	$ -	0.00%	
12	Thorough Fare Traffic Control	Each	30	2,400.00	$ 72,000.00	$ 2,400.00	$ 72,000.00	$ -	0.00%	
13	Manhole Ring Riser	Each	200	250.00	$ 50,000.00	$ 250.00	$ 50,000.00	$ -	0.00%	
14	Valve Ring Riser	Each	200	150.00	$ 30,000.00	$ 150.00	$ 30,000.00	$ -	0.00%	
15	Base Repair - Flex Base	Tons	500	67.00	$ 33,500.00	$ 79.70	$ 39,850.00	$ 12.70	18.96%	18.98%
16	Flex Base Furnish and Install	Tons	3000	32.20	$ 96,600.00	$ 38.30	$ 114,900.00	$ 6.10	18.94%	18.98%
17	Recycling 8" Deep More Than 3000+ sy	SY	13500	7.90	$ 106,650.00	$ 9.00	$ 121,500.00	$ 1.10	13.92%	14.31%
18	Recycling 8" Deep 1400 to 2999 sy	SY	9000	9.00	$ 81,000.00	$ 10.30	$ 92,700.00	$ 1.30	14.44%	14.31%
19	Recycling 8" Deep less than 1399 sy	SY	4200	16.50	$ 69,300.00	$ 18.90	$ 79,380.00	$ 2.40	14.55%	14.31%
20	Hauling Excessive Material More Than 101 cy	CY	6000	18.70	$ 112,200.00	$ 23.00	$ 138,000.00	$ 4.30	22.99%	23.23%
21	Hauling Excessive Material 51 to 100 cy	CY	1500	21.00	$ 31,500.00	$ 25.90	$ 38,850.00	$ 4.90	23.33%	23.23%
22	Hauling Excessive Material 50 or Less cy	CY	200	30.00	$ 6,000.00	$ 37.00	$ 7,400.00	$ 7.00	23.33%	23.23%
23	Wedge Milling	LF	6000	3.80	$ 22,800.00	$ 4.40	$ 26,400.00	$ 0.60	15.79%	14.64%
24	Full Depth Milling 0 to 4"	SY	15000	4.50	$ 67,500.00	$ 5.20	$ 78,000.00	$ 0.70	15.56%	14.64%
25	Full Depth Milling Each Additional Inch	SY	15000	0.75	$ 11,250.00	$ 0.75	$ 11,250.00	$ -	0.00%	
26	Backfill Shoulders	LF	12000	1.40	$ 16,800.00	$ 1.40	$ 16,800.00	$ -	0.00%	
27	Pulverization	SY	15000	4.45	$ 66,750.00	$ 4.45	$ 66,675.00	$ (0.00)	-0.11%	
27	Petromat less than 2500 sy	SY	1000	5.35	$ 5,350.00	$ 5.35	$ 5,350.00	$ -	0.00%	
28	Petromat 2500 - 4999 sy	SY	3000	3.15	$ 9,450.00	$ 3.15	$ 9,450.00	$ -	0.00%	
29	Petromat more than 5000 sy	SY	15000	2.60	$ 39,000.00	$ 2.60	$ 39,000.00	$ -	0.00%	
				ESTIMATED TOTAL	$3,523,900.00		$ 4,013,715.00	$ 489,815.00	13.90%	

Price Increase Justification

Asphalt Items	% Increase	% of Cost	Total				
Labor	35.0%	9.00%	3.15%				
Equipment	7.0%	7.00%	0.49%				
Materials-Aggregate	13.0%	35.00%	4.55%				
Materials-Asphalt	15.7%	40.00%	6.28%				
Asphalt Haul	4.3%	9.00%	0.39%				
			14.86%				
Cement Items	% Increase	2016	2019	Diff	% Incr	% of Cost	Total
Labor	35.0%					28%	9.80%
Equipment	7.0%					34%	2.38%
Materials-Cement	8.9%	$108.40	$118.00	$9.60	8.86%	24%	2.13%
							14.31%
Flex Base Items	% Increase	2016	2019	Diff	% Incr		
Labor	35.0%					35%	12.25%
Equipment	7.0%					22%	1.54%
Materials-Flex Base	12.5%	$8.00	$9.00	$1.00	12.50%	30%	3.75%
Haul-Flex Base	11.1%	$4.50	$5.00	$0.50	11.11%	13%	1.44%
							18.98%
Hauling Excess Material Items	% Increase	2016	2019	Diff	% Incr		
Labor	35.0%					11%	3.85%
Equipment	7.0%					9%	0.63%
Haul-off	25.0%	$100.00	$125.00	$25.00	25.00%	75%	18.75%
							23.23%
Milling Items	% Increase						
Labor	35.0%					29%	10.15%
Equipment	7.0%					57%	3.99%
Haul-off	5.0%					10%	0.50%
							14.64%

	2016	2019		
	Labor		$Incr	% Incr
Supervisor	$310.00	$370.00	$60.00	19.35%
Blademan	$26.00	$32.00	$6.00	23.08%
Mixer Oper	$17.50	$24.00	$6.50	37.14%
Loader Op	$16.50	$24.00	$7.50	45.45%
Roller Op	$15.50	$25.00	$9.50	61.29%
Pneumatic Op	$17.00	$23.00	$6.00	35.29%
Water Truck Driver	$15.00	$23.00	$8.00	53.33%
Laborer	$14.00	$18.00	$4.00	28.57%
Paver Oper	$20.00	$27.00	$7.00	35.00%
Screwman	$19.00	$27.00	$8.00	42.11%
Raker	$18.00	$24.00	$6.00	33.33%
Backhoe Op	$16.50	$23.00	$6.50	39.39%
Compact Op	$18.00	$23.00	$5.00	27.78%
Distributor Driver	$17.50	$24.00	$6.50	37.14%
Tractor Op-HMAC	$18.50	$25.00	$6.50	35.14%

	2016	2019		
	Equipment		$Incr	% Incr
Blade	$45.00	$50.00	$5.00	11.11%
Mixer	$150.00	$160.00	$10.00	6.67%
CMI Mixer	$205.00	$215.00	$10.00	4.88%
Track Loader	$75.00	$80.00	$5.00	6.67%
Compactor	$60.00	$65.00	$5.00	8.33%
Flatwheel	$40.00	$45.00	$5.00	12.50%
Pneumatic	$45.00	$50.00	$5.00	11.11%
Water Truck	$35.00	$40.00	$5.00	14.29%
Backhoe	$40.00	$40.00	$0.00	0.00%
Distributor	$75.00	$80.00	$5.00	6.67%
Large Paver	$90.00	$100.00	$10.00	11.11%
Small Paver	$175.00	$185.00	$10.00	5.71%
Utility Truck	$125.00	$130.00	$5.00	4.00%
Dozer	$125.00	$130.00	$5.00	4.00%
Vibr Plate	$200.00	$200.00	$0.00	0.00%
Power Broom	$200.00	$200.00	$0.00	0.00%
HPneumatic	$55.00	$60.00	$5.00	9.09%
Truck Hrly	$55.00	$60.00	$5.00	9.09%
Little Roller	$35.00	$40.00	$5.00	14.29%
R.Tire Loader	$50.00	$55.00	$5.00	10.00%
Vibratory Roller	$35.00	$40.00	$5.00	14.29%
Air Compressor	$100.00	$100.00	$0.00	0.00%
Curb Machine	$100.00	$100.00	$0.00	0.00%
Trackhoe	$100.00	$110.00	$10.00	10.00%
Water Truck	$30.00	$35.00	$5.00	16.67%
615C Scraper	$175.00	$185.00	$10.00	5.71%
Material Transfer	$150.00	$160.00	$10.00	6.67%
Chip Spreader	$100.00	$110.00	$10.00	10.00%
Road Widener	$75.00	$80.00	$5.00	6.67%
Skid Steer w/Miller	$50.00	$55.00	$5.00	10.00%
Arrow Board	$60.00	$65.00	$5.00	8.33%
Petromat Tractor	$30.00	$35.00	$5.00	16.67%
Milling Machine	$325.00	$350.00	$25.00	7.69%

RAW MATERIALS

	2016	2019	$Incr	% Incr
"B" Rock	$11.50	$13.00	$1.50	13.04%
"C" Rock	$11.50	$13.00	$1.50	13.04%
"D" Rock	$11.25	$12.75	$1.50	13.33%
Manuf Sand	$8.50	$9.50	$1.00	11.76%
RAP	$8.00	$8.00	$0.00	0.00%
Batch Cost	$6.50	$7.00	$0.50	7.69%
PG 64-22	$415.00	$480.00	$65.00	15.66%

ASPHALT HAUL

MILES	2016	2019	$Incr	% Incr
01	$49.37	$51.50	$2.13	4.31%
02	$49.37	$51.50	$2.13	4.31%
03	$49.37	$51.50	$2.13	4.31%
04	$49.37	$51.50	$2.13	4.31%
05	$50.61	$52.79	$2.18	4.31%
06	$53.05	$55.34	$2.28	4.31%
07	$54.93	$57.29	$2.37	4.31%
08	$57.68	$60.16	$2.48	4.31%
09	$59.84	$62.42	$2.58	4.31%
10	$61.94	$64.61	$2.67	4.31%
11	$64.10	$66.86	$2.76	4.31%
12	$66.56	$69.42	$2.87	4.31%
13	$69.01	$71.98	$2.97	4.31%
14	$71.18	$74.24	$3.07	4.31%
15	$73.62	$76.80	$3.17	4.31%
16	$75.79	$79.05	$3.26	4.31%
17	$77.89	$81.25	$3.35	4.31%
18	$80.69	$84.17	$3.48	4.31%
19	$82.80	$86.36	$3.57	4.31%
20	$84.67	$88.31	$3.65	4.31%

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/17/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Joyce Womack	
The Sweeney Company 1121 E. Loop 820 South P O Box 8720 Fort Worth TX 76124-0720	PHONE (A/C, No, Ext): (817)457-6700	FAX (A/C, No): (817)457-7246
	E-MAIL ADDRESS: Joyce@thesweeneyco.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Valley Forge Ins Co	20508
INSURED Reynolds Asphalt & Construction Company P.O. Box 370 Euless TX 76039	INSURER B: Am Cas Co of Reading, PA	20427
	INSURER C: Great American Insurance Co	16691
	INSURER D: Continental Casualty Co	20443
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X CONTRACTUAL, XCU X CROSS LIAB, BFPD GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC X OTHER: $2,000 DED PER PD OCC			4028760229	5/8/2019	5/8/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS [X] SCHEDULED AUTOS X HIRED AUTOS [X] NON-OWNED AUTOS X MCS90			4028760232	5/8/2019	5/8/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			TUU 1-23-12-47 - 03	5/8/2019	5/8/2020	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 4028760215	5/8/2019	5/8/2020	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Excluded Debbie Reynolds, Meto Miteff,Virginia Miteff							

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

Vendor RFB #16112 PO 281. WC, GL & auto include a blanket automatic waiver of subrogation endt & the GL, auto include a blanket automatic additional insured endt providing additional insured & waiver of subrogation status to the cert holder only when there is a written contract between the named insured & the cert holder that requires such status. Additional insured endts contains special primary & noncontributory wording. Umbrella follows form additional insured & waiver of subrogation. The policies include an endt providing 30 days notice of canc (10 days for nonpay of premium) to the cert holder.

CERTIFICATE HOLDER

CITY OF GRAND PRAIRIE
P O BOX 534045
GRAND PRAIRIE, TX 75053-4045

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Charles Sweeney/JOYCE

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TOWN COUNCIL AGENDA ITEM NO. 15

CONSENT ITEM

DATE: November 4, 2019

FROM: Dale Crown, Senior Project Engineer

ITEM: **Consider approval of a Professional Services Agreement with Wade Trim, Inc., for the design phase services associated with the Garden Ridge Phase II Water Line project, in the amount of $94,103.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND INFORMATION: The project includes installation of approximately 3,200 linear feet of water line along Garden Ridge Boulevard from Bellaire Boulevard to Ridgecreek Drive. The new water line will expand the water distribution system per the Town's adopted Water Master Plan.

The scope of the Professional Services Agreement includes the preparation of design survey, design plans, contract specifications and record drawings.

The preliminary engineer's opinion of probable cost is $850,000.00. Construction is estimated to begin Summer 2020 (FY 19/20).

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: The decision to not approve the proposed Professional Services Agreement for design would leave a gap in the Town's water distribution system along Garden Ridge Boulevard. The proposed water line will provide redundancy in the water distribution system and better water service to the Town's residents and businesses.

FISCAL IMPACT: $94,103.00

Proposed Expenditure/(Revenue):	Account Number(s):
$94,103.00	601-900-98541

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

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

- Impact fees $ 700,000
- Utility debt $ 300,000

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 this Professional Services Agreement.

ATTACHMENTS:

1. Professional Service Agreement with Wade Trim, Inc.

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

PROFESSIONAL SERVICES AGREEMENT WITH WADE TRIM, INC.

This contract is entered into on this 4th day of November, 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 **Wade Trim, Inc.,** ("hereinafter referred to as "CONSULTANT") whose address is 3575 Lone Star Circle, Suite 410, Fort Worth, TX 76177.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to surveying, design and providing construction documents for the Garden Ridge Phase II Water Line project; and

WHEREAS, CONSULTANT is an engineering firm qualified to provide such services and is willing to undertake the performance of such services for the 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 has represented or 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 services for the Garden Ridge Phase II Water Line project specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment "A" hereto entitled "Scope of Work" (hereafter referred to as the "Project"). Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III.
Payment for Services

Total payment for services described herein shall be a sum not to exceed Ninety Four Thousand One Hundred Three and No/100 Dollars ($94,103.00). 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. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

CONSULTANT will bill TOWN on a lump sum basis 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 supporting the percentage for which payment is sought by CONSULTANT during the previous month for which payment is sought. 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, TOWN shall make payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted in compliance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251.

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 shall provide documents in any commonly-used electronic file format as requested by TOWN. 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
2121Cross 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, P.E.,
Senior Project Engineer
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.

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

X.
Successors and Assigns

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

XI.
CONSULTANT's Liability

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

XII.
Indemnification

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

CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS CONTRACT, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION IS THE RESULT IN PART OF TOWN'S NEGLIGENCE OR FAULT, AND CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT TOWN AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS, INCLUDING PAYMENT OF TOWN'S REASONABLE ATTORNEYS' FEES. IN THE EVENT OF A CLAIM IS BROUGHT AGAINST TOWN, TOWN SHALL HAVE THE RIGHT TO RETAIN LEGAL COUNSEL OF ITS CHOOSING IN DEFENSE OF SUCH A CLAIM, AND SUCH ELECTION SHALL NOT RELIEVE CONTRACTOR OF ITS OBLIGATIONS UNDER THIS SECTION.

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.

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.

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, P.E.,
Senior Project Engineer
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:

Gregory W. Perry, P.E.
Professional Engineer IV
Wade Trim, Inc.
3575 Lone Star Circle, Suite 410
Fort Worth, Texas 76177
682-237-7718 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.

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

Situs of this Contract is agreed to be Denton County, Texas, for all purposes, including performance and execution, 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 is 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:
Wade Trim, Inc.

By: _____
Name: Shawn W. Keough, PE, (MI)
Title: Senior Vice President

Date Signed: 15 October 2019

State of Texas §
§
County of Denton §

This instrument was acknowledged before me on the 15 day of October, 2019, by Shawn W. Keough in his capa city as Senior Vice President of Wade Trim Inc, , a _____ 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 Senior Vice President .

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

Amanda M Torres
Notary Public, State of Texas

My Commission Expires:
5.22.2023

AMANDA M. TORRES NOTARY PUBLIC STATE OF TEXAS ID 125122614 EXP. 05-22-2023

Wade Trim, Inc.
3575 Lone Star Circle, Suite 410 • Fort Worth, TX 76177
682.237.7718 • www.wadetrim.com

October 15, 2019

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

Attention: Mr. Dale Crown, P.E.
Senior Project Engineer

Re: Professional Service Agreement (PSA) for
Garden Ridge Blvd. PH II Water Line

Dear Mr. Crown:

We continue to appreciate the opportunity to perform engineering services for the Town of Flower Mound's **Garden Ridge Blvd PH II Water Line** extension Project. The Town is requesting engineering consulting services for the design of a 12-inch water line extension from roughly Bellaire Blvd south to across Timber Creek to a location south of Ridgecreek Dr. The Town is also asking the for extension of an 8-inch water line on St Gallen Lane to be connected to the proposed water line. The project will include the design of open cut water line, open cut or dry bores with or without casing under crossovers and a horizontal directional drill to install the line under Timber Creek.

At your request, we have prepared this Proposal for professional services associated with this design. These services are included in **Attachment A** – Scope for Engineering Design Related Services for Garden Ridge Blvd PH II Water Line.

We propose to perform these services for a lump sum fee in the amount of $94,103 (See **Attachment B** for Level of Effort Breakdown). We can begin work immediately upon receiving authorization to proceed and have the project ready to bid within five months after receiving authorization to proceed.

Please contact our office if you have any questions regarding this Proposal. We appreciate the opportunity to provide these services to the Town of Flower Mound.

Very truly yours,

Gregory W. Perry, P.E.
Professional Engineer IV

Shawn Keough
Municipal Services Lead

GWP;xxx
AAA 8140-19 Phase 0705
PSA Flower Mound - Garden Ridge Blvd PH II Water Line Prop Ltr 10-15-19.docx
Attachments

ATTACHMENT A

Scope for Engineering Design Related Services for Garden Ridge Blvd PH II Water Line

DESIGN SERVICES FOR GARDEN RIDGE BLVD. PH II WATER LINE CIP PROJECT NO.: _____

SCOPE

This section includes the understanding of the scope by which the design effort which will be provided to the Town of Flower Mound.

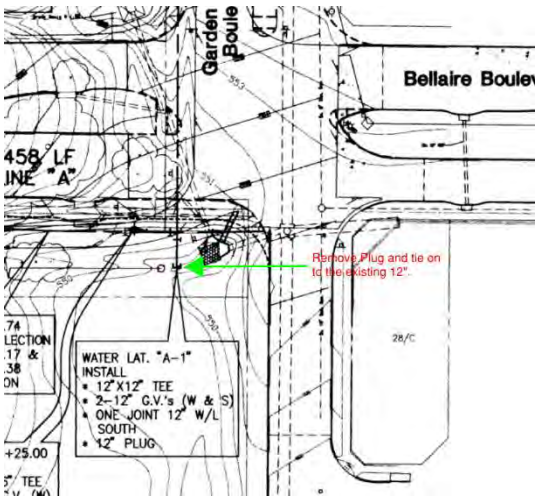
The project description is as follows:

> *" The Town is planning to install approximately 3,200 LF of 12-inch water line along Garden Ridge Boulevard, from Bellaire Boulevard to south of Ridgecreek Drive"*

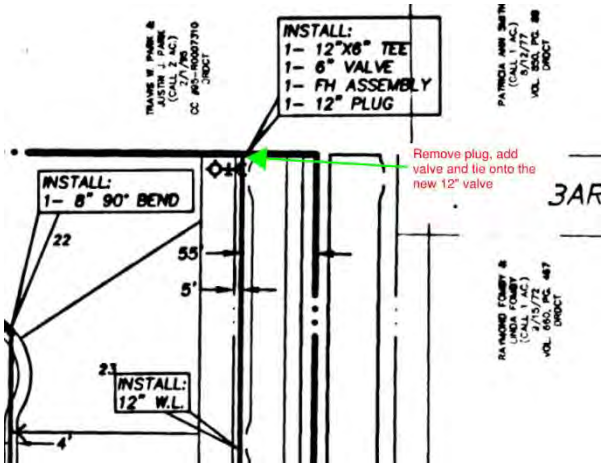
The 8" water line connection was added on 10/10/19 to the scope received from the Town:

> *"… include an 8" connection from Saint Gallen Lane, west of Garden Ridge."*

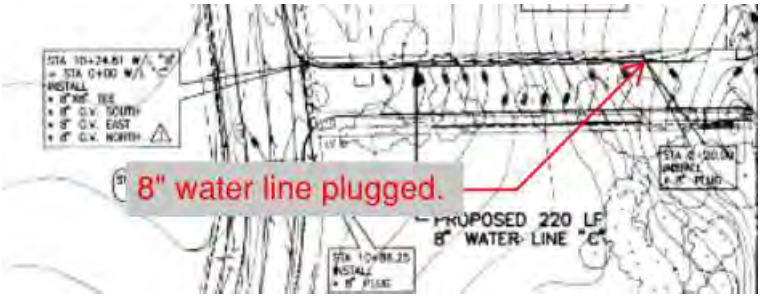
Wade Trim understands the connection near the Bellaire Intersection will be made under existing southbound pavement, to the existing stub-out, and the connection on the southern end of the project will be made behind the back of curb and could possibly require the removal and re-installation of the existing recessed inlet. Also, it will include the connection of an existing 8" water line at St Gallen Lane, as shown below:



North Connection



South Connection



St. Gallen Lane – 8" Connection

Wade Trim anticipates the following:

- Traffic flow will be altered to by-pass the work area for the removing and replacing of 1 to 2 panels of concrete paving of the southbound Garden Ridge Blvd to make the 12-inch connection, but will not include any sidewalk or barrier free ramps.
- The water line will travel down the median, approximately the centerline.
- At the breaks in the medians, a casing pipe may or may not be installed either by dry auger bore or open cut. Replacement of the stamped colored median nose paving and the cross-over pavement, if removed, will be replaced in kind.

- At St. Gallen Lane, the 8-inch water line(west side of Garden Ridge Blvd), which as-builts show to be plugged will be located by the contractor and extended to connection with the 12-inch
- Next, a horizontal directional drill (HDD) to install the water line under Timber Creek.
- On the south side of Timber Creek, either an open cut or a dry auger bore will be utilized to cross under the SB Garden Ridge Blvd, with casing pipe.
- Continue the water line behind the southbound Garden Ridge Blvd curb line to the southern connection point.
- A closure of the outside lane to perform this work is anticipated.
- A new 12" valve will be installed to make the connection.
- Move the existing water service to the new section of water line.
- Add an air release valve on the southern side of the creek crossing.
- There are numerous storm water pipe crossings along the route. The storm pipe, if in conflict will be removed and replaced, in kind, and to the same elevations as removed.
- Existing irrigation, if damaged due to construction will be repaired.

The following items are excluded from the project scope of services, but can be included by amendment to the scope of services of this proposal:

- Hydraulic storm sewer design for the storm sewer pipes
- Replacing, adding, correcting barrier free ramps, replacing of striping not removed by demolition, signs or RRFB not in direct conflict with the work, landscaping, sidewalk except that sidewalk within the approved alignment of the water line, etc...
- Irrigation upgrades or expansion of the existing system or replacement of newer irrigation equipment.
- Easements, ROW surveys, and ROW or Easement documents.
- Any alignment, or changes to previously approved work, or direction provided in writing, is considered outside the scope of services.
- Sub-surface utility exploration (SUE)

WORK TO BE PERFORMED

This section includes design effort which will be provided to the Town of Flower Mound.

Task 1. Data Collection
Task 2. 50% Design

Task 3. 95% Design & Pre-Final Design
Task 4. Bid Phase
Task 5. Construction Phase

TASK 1. DATA COLLECTION

1.1. Data Collection

1.1.1. The ENGINEER will also identify and seek to obtain data for existing conditions that may impact the project including but not limited to; underground utilities.

1.2 Design Survey

1.2.1 Roadway, Utility & Improvement Topographic Survey

A. Establish a horizontal and vertical control network and project control baseline for the project area. The network and baseline are to be tied to the existing Town of Flower Mound control network.

1. If on Texas State Plane system, a Grid to Surface conversation factor will be provided.

2. Benchmark information will be provided for benchmarks used in this effort.

B. Set permanent project control points spaced every 500', minimum, tied to project control network and City of Flower Mound control network.

C. Texas811/DigTess will be called to mark utilities within the project corridor. Paint markings and flags within the project corridor will be surveyed. Marked utilities will be referenced by utility name (i.e. Oncor, CoServ, TWC, Frontier, Atmos Energy, etc.), if identifiable.

D. Topographic survey from center of northbound lanes to center of southbound lanes, including:

Typical details and feature include: Driveway/ground, back of curb, gutter, edges of concrete, crown of street, as observed in field (possible drainage divides), other significant grade breaks (walls, ground slope changes, etc.),

1. Locate/verify existing property monuments to establish right-of-way and property lines suitable for engineering design. (Not a boundary survey)

2. Median details such as brick paving, landscaping, marquee signs, etc.

3. Existing improvements within survey limits such as visible utilities and appurtenances (fire hydrants, valves, meters, manholes, pedestals, vaults, power poles, light poles, guy anchors, ped poles, traffic signals, traffic pull boxes, etc.), signs, mailboxes, driveways, landscaping, sidewalks, fences, power poles, edges of pavements, trees four-inches (4") in diameter and larger, driveway returns, etc., will be located.

4. Provide rim and flowline/invert elevation and size information of all wastewater, storm, and culvert structures. Provide direction of pipes in manholes.*

5. Provide rim elevations and top nut measure downs for all valves.*

6. Identify and survey flowline of any pipe drains coming out of yards.

7. Identify the street address of all adjacent properties to the proposed construction and show on drawings.

8. Identify and survey landscaping areas, noting type and material.

9. Identifying, producing, and obtaining written Rights of Entry (ROE) where necessary.

10. Coordinating lane closure with the Town and installing proper traffic control devices

11. Processing field work and producing final deliverables.

12. Project Specific Details: Survey will include an area in the "Creek Crossing". Project control will be transferred down to creek bottom. Light brush may be manually cleared to perform the work. Heavy brush may need to be cleared at an additional cost or by the Town at their expense.

13. Limits are roughly center of the northbound lanes to west edge of bridge on the southbound lanes.

14. Will include toes of slope, channel flow line, columns, other man made features.

15. Trees will not be included.

Note: *Manhole lids that are welded shut, paved over, locked or otherwise inaccessible may prevent RLG from acquiring of measure down and pipe size information.

1. ENGINEER will prepare a layout to be used during the Informal Progress meeting. This meeting is to determine the alignment of the water line. After the meeting, the ENGINEER will prepare meeting minutes of the Informal Progress Meeting and provide the approved alignment of the water line.
2. ENGINEER shall not proceed with 50% Design activities without obtaining written approval by the TOWN of the alignment selected.

DELIVERABLES

1. Approved Water Line Alignment Layout

TASK 2. 50%DESIGN

After approval of the alignment, 50% plans shall be submitted to TOWN per the approved Project Schedule.

ENGINEER will develop the preliminary design of the water line as follows.

2.1. Development of Preliminary Design Drawings:

2.1.1 Cover Sheet

2.1.2 General Notes

2.1.3 A Project Control Sheet showing all Control Points, used or set while gathering data. Generally, on a scale of not less than 1:400. The following information shall be indicated for each Control Point: Identified (existing TOWN Monument #8901, PK Nail, 5/8" Iron Rod); X, Y and Z Coordinates, in an identified coordinate system, and a referred bearing base. Z coordinate on TOWN Datum only;

2.1.3.1 Bearings given on all proposed centerlines, or baselines.

2.1.4 Quantity Summary sheet

2.1.5 Overall Water line layout

2.1.6 Plan and profile sheets which show the following: proposed water plan and profile (no corresponding water line profile at 50%), water service lines and meter box, gate valve that are to be replaced or installed, existing utilities, and all pertinent background information needed to design the project. Legal description (Lot Nos., Block Nos., and Addition Names) along with property ownership shall be provided on the plan view.

2.1.6.1 The ENGINEER shall make provisions for reconnecting all identifiable water service lines which connect directly to any main being replaced or modified during construction, including replacement of existing service lines within TOWN right-of-way or utility easement.

2.1.6.2 The ENGINEER will provide a layout for the connection of the 8-inch water line on St Gallen Lane to the proposed 12-inch main. The contractor will be responsible for locating the end of the pipe for connection.

2.1.6.3 The ENGINEER will prepare standard and special detail sheets for water line installation. These may include connection details between various parts of the project, boring and/or horizontal directional drilling and details unique to the construction of the project.

2.1.7 Special Details

2.2. Constructability Review

2.2.1 As part of the 50 percent review meeting with the TOWN, the ENGINEER shall perform a project site visit with ENGINEER's Construction personnel, if available, to walk the project. The ENGINEER shall address, the questions or make adjustments discussed during this site visit, prior to submittal of the 95% plans.

2.3. Utility Clearance

2.3.1 The ENGINEER will consult with the TOWN's Public Works Department, public utilities, private utilities, and government agencies to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on the project. ENGINEER will design TOWN facilities to avoid as possible based upon the information at hand or minimize conflicts with existing utilities, and where known and possible consider potential future utilities in designs.

2.4 Estimates of probable construction cost.

2.5 Documentation of key design assumptions.

ASSUMPTIONS

1. The contractor will provide all traffic control plans, details and sequencing for all work within the Town ROW.
2. The contractor will provide the SW3P plans, Wade Trim will only provide standard details.
3. The contractor will be responsible for the geotechnical borings for the horizontal directional drilling operation.
4. The Contractor will be responsible for all SUE work to confirm existing obstacle locations, horizontal and vertical.
5. The contractor will be responsible for locating the position of the 8" water line on St Gallen Lane.
6. 1 full size set and 2 sets of 11"x17" size plans will be delivered for the Preliminary Design (50% design).
7. PDF files created from design CAD drawings will be provided to the TOWN.
8. One set of 11"x17" size drawings will be delivered for Utility Clearance, if required.
9. ENGINEER shall not proceed with Final Design activities without written approval by the TOWN of the Preliminary Design plans.

DELIVERABLES

1. Preliminary Design drawings
2. Utility Clearance drawings
3. Estimates of probable construction cost

TASK 3. 95% DESIGN AND PRE-FINAL DESIGN

Upon approval of the 50% plans, alignments, and construction methods, ENGINEER will prepare construction plans as follows:

3.1 Draft Final plans (95%) and specifications shall be submitted to TOWN per the approved Project Schedule.

Following a 95% construction plan review meeting with the TOWN, the ENGINEER shall submit Construction Documents (100%) to the TOWN per the approved Project Schedule. Each plan sheet shall be stamped, dated, and signed by the ENGINEER registered in State of Texas.

3.2 The ENGINEER shall submit a final design estimate of probable construction cost with both the 95% and 100% design packages.

3.3 Construction Estimates (95% and 100%)

3.4 Documentation of key design assumptions.

ASSUMPTIONS

1. One full size set and Two sets of 11"x17" size drawings and one set of plan specifications will be delivered for the 95% Design package.
2. A PDF file for the 95% Design will be created from design CAD drawings and will be provided to the TOWN.
3. A PDF file for the 100% Design and specifications will be created from design CAD drawings and will be provided to the TOWN.

DELIVERABLES

1. 95% construction plans, specifications and estimates
2. 100% construction plans, specifications and estimates.
3. Detailed estimates of probable construction costs including summaries of bid items and quantities using the TOWN's standard bid items and format.

TASK 4. BID PHASE

ENGINEER will support the bid phase of the project as follows.

4.1 Bid Support

4.1.1 The ENGINEER shall provide all (5 sets of half-size (11x17)) plans and 5 sets of contract documents for the TOWN to upload to their website for access to potential bidders

4.1.2 Incorporate all addenda into the contract documents and issue conformed sets.

ASSUMPTIONS

1. The project will be bid only once and awarded to one contractor.
2. Five sets of full construction documents will be issued to the TOWN.

DELIVERABLES

1. Construction documents (conformed, if applicable)

TASK 5. CONSTRUCTION PHASE

ENGINEER will support the construction phase of the project as follows.

5.1 Record Drawings

5.2.1 The ENGINEER shall prepare Record Drawings from information provided by the TOWN depicting any changes made to the Final Drawings during construction. The following information shall be provided by the TOWN:

5.2 As-Built Survey

5.3 Red-Line Markups from Contractor

5.4 Red-Line Markups from TOWN Inspector

5.5 Copies of Approved Change Orders

5.6 Approved Substitutions

5.7 The ENGINEER shall modify the Final Drawings electronically and shall place a stamp on the plans indicating that they represent Record Drawings of the project as constructed. The stamp shall be signed and dated by the ENGINEER and shall be placed on each plan sheet, whether there are any revisions on the sheet or not. Each sheet shall clearly indicate all changes which apply to that sheet by clouding and numbering, or other suitable means.

5.8 The following disclaimer shall be included with the Record Drawing stamp:

5.8.1 These Record Drawings were prepared using information provided by others and represent the as constructed conditions to the extent that documented changes were provided for recording. The ENGINEER assumes no liability for undocumented changes and certifies only that the documented changes are accurately depicted on these drawings.

5.8.2 The ENGINEER shall submit a set of sealed Final Drawings, modified and stamped as Record Drawings, on mylar for record storage. The ENGINEER may keep copies of the information provided by the TOWN for their files, but all original red-lined drawings shall be returned to the TOWN.

5.9.3 Record Drawings shall also be submitted in Adobe Acrobat PDF format (version 9.0 or higher) format.

ASSUMPTIONS

1 One copy of half size (11"x17") will be delivered to the TOWN.

DELIVERABLES

1 Record Drawings

Items removed from scope by comments provide October 7, 2019

The Layout Alternative(s) (2 provided) shall be submitted to TOWN per the approved Project Schedule.

The purpose of the layout alternatives is for the ENGINEER to:

- Evaluate the extent of the work and the best route options based upon the site conditions,
- Present these concepts to the TOWN, for selection of the desired route upon which the 50% design will be based,
- Obtain the TOWN's endorsement of their preferred alignment.

ENGINEER will develop the alternate layout as follows:

1.2 **<u>The Alternative layout(s) shall include the following:</u>**

1.2.1 Graphic exhibits and written summary of all assumptions, strengths and weaknesses of each, and the rationale for selecting the recommended design methodology.

1.2.2 Proposed phasing of any pavement work, water, or storm sewer work that is included in this project is documented in both the project schedule and narrative form.

1.2 Subsurface Utility Engineering (When Requested and As Requested)

1.3.1 ENGINEER will perform Quality Level B (QL-B) SUE utilizing the appropriate surface geophysical methods to determine the existence and horizontal position of virtually all utilities with the project limits.

1.3 Geotechnical Investigations

1.4.1 ENGINEER shall advise the TOWN of test borings and material samples to provide a basis for the design alternative selection. The ENGINEER will provide these services in accordance with TOWN specifications and the recommendations of Alliance Geotechnical Group.

ASSUMPTIONS

1. 3 half-size copy (11"x17" copies) of the Alternative Layout(s) will be delivered.
2. PDF files created from design CAD drawings will be provided to the TOWN.

2.2.2 SUE sheets

4.1.1 sell contract documents and maintain a plan holder list (if needed).

- Assist in Request for Bidders documentation.
- The ENGINEER shall sell contract documents and maintain a plan holders list from documents sold and from Contractor's uploaded Plan Holder Registrations.

4.1.2 The ENGINEER will assist the TOWN in developing and implementing procedures for receiving and answering bidders' questions and requests for additional information. The procedures shall include a log of all significant bidders' questions and requests and the response thereto. The ENGINEER will provide technical interpretation of the contract bid documents and will prepare proposed responses to all bidders' questions and requests.

4.1.3 Attend the pre-bid conference in support of the TOWN.

4.1.4 When substitution prior to award of contracts is allowed in the contract documents, the ENGINEER will advise the TOWN as to the acceptability of alternate materials and equipment proposed by bidders.

4.1.5 Attend the bid opening in support of the TOWN.

4.1.6 Tabulate and review all bids received for the construction project, assist the TOWN in evaluating bids.

5.9 Construction Support

5.9.1 The ENGINEER can attend the preconstruction conference.

5.1.2. As requested by the TOWN, the ENGINEER shall provide necessary interpretations and clarifications of contract documents, review change orders, and make recommendations as to the acceptability of the work.

5.1.3. The ENGINEER may attend the “Final” project walk through and assist with preparation of final punch list.

ASSUMPTIONS

2 Two RFI’s are assumed

3 Two Change Orders are assumed

DELIVERABLES

2 Response to Contractor’s Request for Information

3 Review of Change Orders

4 Review of shop drawings

5 Final Punch List items

Items removed from scope to accommodate the 8-inch water line connection provided October 10, 2019

- Traffic Control plans; the contractor will be responsible to prepare, seal, submit, and receive Town approval for all traffic control work for the project.

ATTACHMENT B COMPENSATION

Wade Trim will provide the above Scope of Services for a lump sum fee.

Task A - Design Management	$	12,752
Task 1 - Data Collection	$	30,154
Task 2 - 50% Design	$	23,635
Task 3 - 95% Design & Pre-Final Design	$	23,912
Task 4 - Bid Phase	$	1,825
Task 5 - Construction Phase	$	1,825
Total	**$**	**94,103**

Additional services will be negotiated at the time they are identified.

TOWN COUNCIL AGENDA ITEM NO. 16

CONSENT ITEM

DATE: November 4, 2019

FROM: Blake Hummel, Senior Project Engineer

ITEM: **Consider approval of a Professional Services Agreement with Wade Trim, Inc., for the design phase services associated with the Hillside Water Line Connection project, in the amount of $36,420.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND INFORMATION: The Hillside Water Line Connection project includes the extension of roughly 800 linear feet of 8-inch PVC water line. There are two locations that require extensions from dead-end line to the newly installed Hillside development water lines located at Oakview Drive and Ridgecrest Drive. The Oakview Drive location is anticipated to extend to the existing 6-inch water main located to the east at the Ada Drive intersection. The Ridgecrest Drive location is anticipated to extend to the existing 12-inch water main located to the south at the Raintree Place intersection. This project will provide for a looped water line system and eliminate the need to include these locations on a consistent flushing schedule for water quality purposes.

The scope of the Professional Services Agreement includes the preparation of design survey, design plans, contract specification and record drawings. The engineer's opinion of probable cost is $155,000.00. Construction is estimated to begin Summer 2020 (FY 19/20).

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: The decision to not approve the proposed Professional Services Agreement for design would leave the existing dead-end water line infrastructure as it is today and would require a consistent schedule of flushing the dead-end water lines for water quality purposes at Ridgecrest Drive & Oakview Drive. Currently with the limited houses that have been built this is not an issue but as the subdivision gets built out the constant flushing would be a nuisance to the residents and could create future maintenance problems with the existing bar ditches along the roadways.

FISCAL IMPACT: $36,420.00

Proposed Expenditure/(Revenue):	Account Number(s):
$36,420.00	630-960-96005

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

Total project cost is $200,000. Funding sources are:

- Utility Debt

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 this Professional Services Agreement.

ATTACHMENTS:

1. Professional Service Agreement with Wade Trim, Inc.

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

Attachment 1

THE STATE OF TEXAS §
COUNTY OF DENTON §

PROFESSIONAL SERVICES AGREEMENT WITH WADE TRIM, INC.

This contract is entered into on this 4th day of November, 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 **Wade Trim, Inc.,** ("hereinafter referred to as "CONSULTANT") whose address is 3575 Lone Star Circle, Suite 410, Fort Worth, TX 76177.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to surveying, design and providing construction documents for the Hillside Water Line Connection project; and

WHEREAS, CONSULTANT is an engineering firm qualified to provide such services and is willing to undertake the performance of such services for the 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 has represented or 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 services for the Hillside Water Line Connection project 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 Thirty-Six Thousand Four Hundred Twenty and No/100 Dollars ($36,420.00). 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. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

CONSULTANT will bill TOWN on a lump sum basis 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 supporting the percentage for which payment is sought by CONSULTANT during the previous month for which payment is sought. 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, TOWN shall make payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted in compliance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251.

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 shall provide documents in any commonly-used electronic file format as requested by TOWN. 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
2121Cross 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:

Blake Hummel, P.E.,
Senior Project Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6301 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.

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

X.
Successors and Assigns

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

XI.
CONSULTANT's Liability

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

XII.
Indemnification

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

CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS CONTRACT, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION IS THE RESULT IN PART OF TOWN'S NEGLIGENCE OR FAULT, AND CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT TOWN AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS, INCLUDING PAYMENT OF TOWN'S REASONABLE ATTORNEYS' FEES. IN THE EVENT OF A CLAIM IS BROUGHT AGAINST TOWN, TOWN SHALL HAVE THE RIGHT TO RETAIN LEGAL COUNSEL OF ITS CHOOSING IN DEFENSE OF SUCH A CLAIM, AND SUCH ELECTION SHALL NOT RELIEVE CONTRACTOR OF ITS OBLIGATIONS UNDER THIS SECTION.

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.

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.

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:

Blake Hummel, P.E.,
Senior Project Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6301 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:

Gregory W. Perry, P.E.
Professional Engineer IV
Wade Trim, Inc.
3575 Lone Star Circle, Suite 410
Fort Worth, Texas 76177
682-237-7718 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.

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

Situs of this Contract is agreed to be Denton County, Texas, for all purposes, including performance and execution, 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 is 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:
Wade Trim, Inc.

By: Andrew J. McC
Name: Andrew J. McCune
Title: President / CEO

Date Signed: October 7, 2019

State of Texas §
§
County of Denton §

This instrument was acknowledged before me on the 7 day of October, 2019, by Andrew J McCune in his capacity as President / CEO of Wade Trim, a _____ 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 President / CEO of Wade Trim.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 7th DAY OF October, 2019.

Amanda M Torres
Notary Public, State of Texas

AMANDA M. TORRES NOTARY PUBLIC STATE OF TEXAS ID 125122614 EXP. 05-22-2023

My Commission Expires:
5.22.2023

Wade Trim, Inc.
3575 Lone Star Circle, Suite 410 • Fort Worth, TX 76177
682.237.7718 • www.wadetrim.com

October 8, 2019

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

Attention: Mr. Blake Hummel, P.E., CFM
Senior Project Engineer

Re: Professional Service Agreement (PSA) for
Hillside Water Line Connection

Dear Mr. Hummel:

We continue to appreciate the opportunity to perform engineering services for the Town of Flower Mound's **Hillside Water Line Connection** Project. The Town is requesting engineering consulting services for the design of two 8-inch water line connections. The connections will connect the Hillside development to the existing water system being near the intersection of Ada Dr and Oakview Dr and Ridgecrest Dr and Raintree PL. The project will include the design of open cut water line, dry bore(s) with casing under the existing roadways and connections to the existing water supply system.

At your request, we have prepared this Proposal for professional services associated with this design. These services are included in **Attachment A – Scope of Services**.

We propose to perform these services for a lump sum fee in the amount of $36,420 (See **Attachment B** and the **Level of Effort Attachment**). We can begin work immediately upon receiving authorization to proceed and have the project ready to bid within five months after receiving authorization to proceed.

Please contact our office if you have any questions regarding this Proposal. We appreciate the opportunity to provide these services to the Town of Flower Mound.

Very truly yours,

Gregory W. Perry, P.E.

Professional Engineer IV

Shawn Keough
Municipal Services Lead

GWP;xxx
AAA 8140-19 Phase 0705
PSA Flower Mound - Hillside Water Line Connection Prop Ltr 10-08-19.docx
Attachment

ATTACHMENT A SCOPE OF SERVICES

PROJECT NAME: HILLSIDE WATER LINE CONNECTION

PROJECT UNDERSTANDING

This project includes extending new 8" water mains that were left as dead ends with the Hillside development and connect to the existing water mains at the Ada Drive/Oakview Drive and Ridgecrest Drive/Raintree Place intersections, this is where we believe the actual mains are located but would need to confirm with SUE. Associated reconnections of water services and affected items crossed such as driveways, culverts, bar ditches, misc. improvements would need to be re-instated.

The project is anticipated to include:

- SUE, performed by the Town, will be used to locate the ends/ connection points of the existing water lines.
- Approximately 800 linear feet (LF) of 8-inch water line (total)
- Approximately 100 square yards (SY) of concrete driveway paving replacement (total)
- One deep casing pipe under the reinforced concrete box culvert (plan and profile sheet)
- As an option, guardrail replacement at Ridgecrest and Raintree, if there is not a more cost-effective option available, i.e. placing the line under the asphalt paving.
- Reconnection of water services anticipated as long and short services. A long service is one which crosses under a roadway and a short service is on the same side as the main line.
- Removal and replacement of drainage pipe, same pipe in the same location and elevations.
- Placement of 8" PVC water line, plan view only.
- Possibility of a second casing under Oakview Dr.

SCOPE OF PROFESSIONAL SERVICES

TASK A – DESIGN MANAGEMENT

This task includes the effort to manage the project with regards to client meetings, billings, project schedule maintenance and progress reporting.

TASK 1 – SURVEY:

This task includes providing all research, field work, computations, drafting, and supervision to complete the following survey tasks:

- Topographic survey data will be obtained on a minimum 50-foot grid or as necessary to obtain 1-foot contours in the area outlined on the attached Survey Exhibit A.
- Trees within the ROW to be included in the survey.
- All above-ground, visible utilities and improvements will be located in the survey area.
- Drainage features including pipe sizes, inverts, etc.…

Inclusions:

- Establish control in the immediate project area in locations that are unlikely to be disturbed by construction activities. Control points will be 5/8" x 18" iron rods with CF plastic caps.
- Will coordinate with utility owner's inspectors, as may be required by law or utility owner policy.
- Will obtain a Town permit for the scope of work, if required.

Clarifications and Exclusions:

- If non-routine traffic control measures are required (barricades, flag person, changeable message board, etc.), these services will be considered extra and invoiced at cost.
- WT will provide CF with a base map/topographic file with survey control in CAD format for use in preparing the deliverables.
- WT will provide any design and as-built record documentation received to CF for use in the review of available utility record information.
- Boundary surveying services.
- Construction staking or inspection.
- Any other services not specifically included within the description of the services as outlined above.

TASK 2 – CONCEPTUAL DESIGN:

This task includes providing the topographic survey to the Town, in which the Town will corporate the SUE information and provide the revised cad file back to Wade Trim. Then the Town and Wade Trim will formulate an alignment for both sections of water line.

Deliverables

- Three (3) printed, half-size copies and a pdf copy of the SUE and survey for alignment determination.
- A finalized layout will be prepared to document the agreed upon alignment. This document will be a half-size (11x17) plan sheet and a pdf will be provided.

Agreements

- Any alignment changes required after the alignment approval provided in this phase will be considered additional work.
- Any changes to the agreed upon alignment or construction methods, i.e. casing, HDD, etc… after the conceptual meeting will be considered additional work.

TASK 3 – DESIGN 60%:

This task includes implementing the agreed upon alignment and preparing the following sheets:

- Cover Sheet (1 sht)
- General Note Sheet (1 sht)
- Project Control (2 shts)
- Quantity Summary Sheet (1 sht)
- SUE Sheets (2 shts)
- Water Line Plan (2 shts)
- Water Line Casing Plan & Profile (1 sht)
- Details (18 shts)
- Special Details (1 sht)
- SW3P (1 sht)
- SW3P Details (1 sht)
- Overall Traffic Control (1 sht)

The sheets provided will show the water line and important information pertaining to the water line. Some information, which does not pertain to the water line may not be shown, for clarity of the design at this submittal.

Deliverables

- Three (3) printed, half-size copies of construction plans for each review
- Three (3) printed copies of specifications for each review.
- OPCC and PDF of each submittal set of plans and specifications.

TASK 4 – DESIGN 90%:

This task includes finalizing the design, showing all removals and replacement of objects, final summation of quantities and completion of the special provisions in the contract.

Deliverables

- Three (3) printed, half-size copies of construction plans for each review
- Three (3) printed copies of specifications for each review.
- OPCC and PDF of each submittal set of plans and specifications.

TASK 5 – BIDDING PHASE SERVICES

If required, prepare/issue conformed documents and plans.

Deliverables

- OPCC and PDF for each submittal set of plans and specifications.
- Submit the word file of the final contract documents and CAD files of the final project design.
- Print and deliver to Town up to four (4) sets of bid documents. Plan sets will be half-size (11x17). Specification books will be bound in comb binding.
- If Required, print and deliver to Town up to six (6) sets of conformed documents. Plan sets will be half-size (11x17), spec books will be comb bound 8.5x11 books.

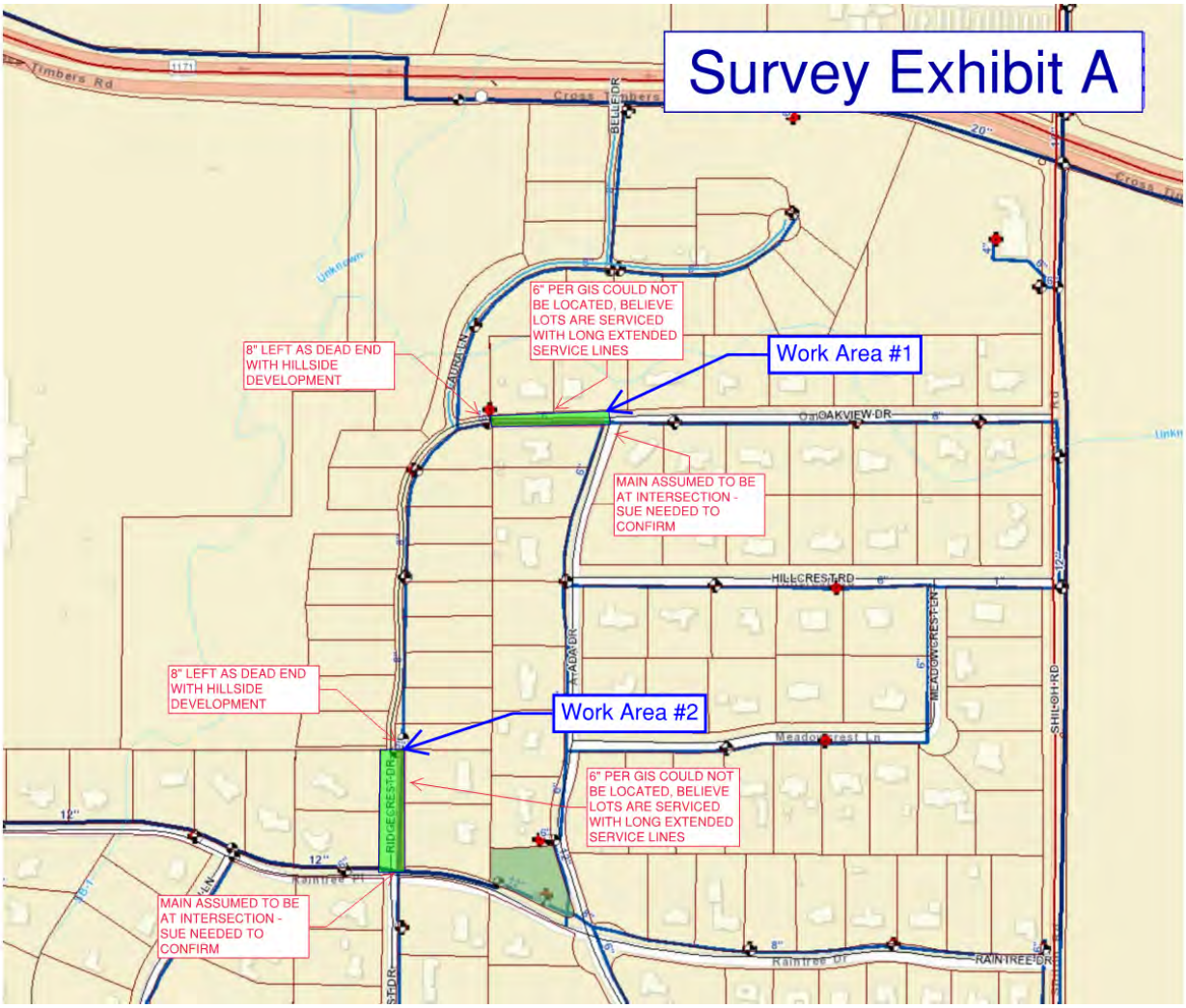
TASK 6 – CONSTRUCTION PHASE SERVICES

This phase includes preparing the record drawings based upon the Town's and Contractor's red lines provided. Updated drawings will be provided based upon the received information.

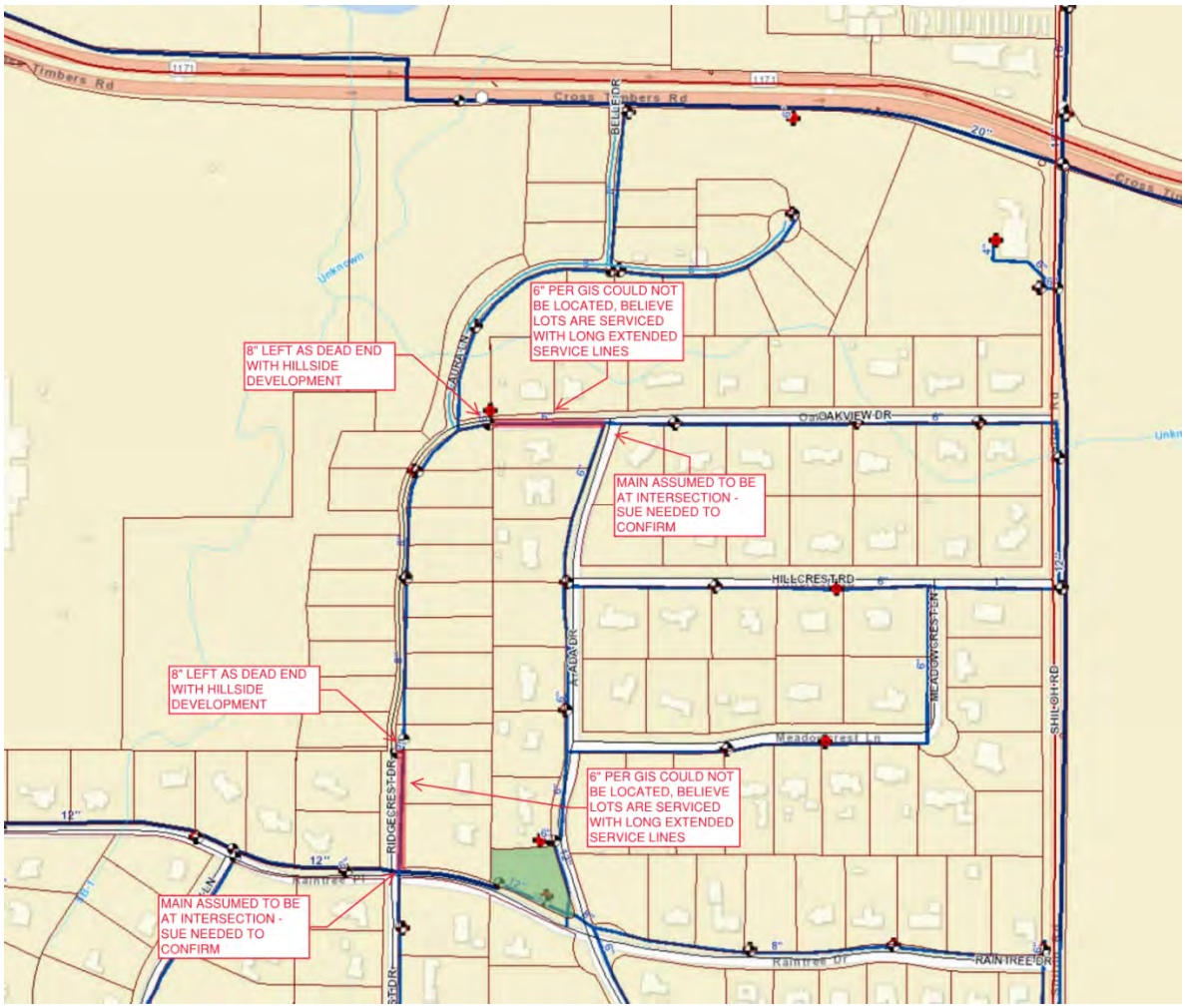
Deliverables

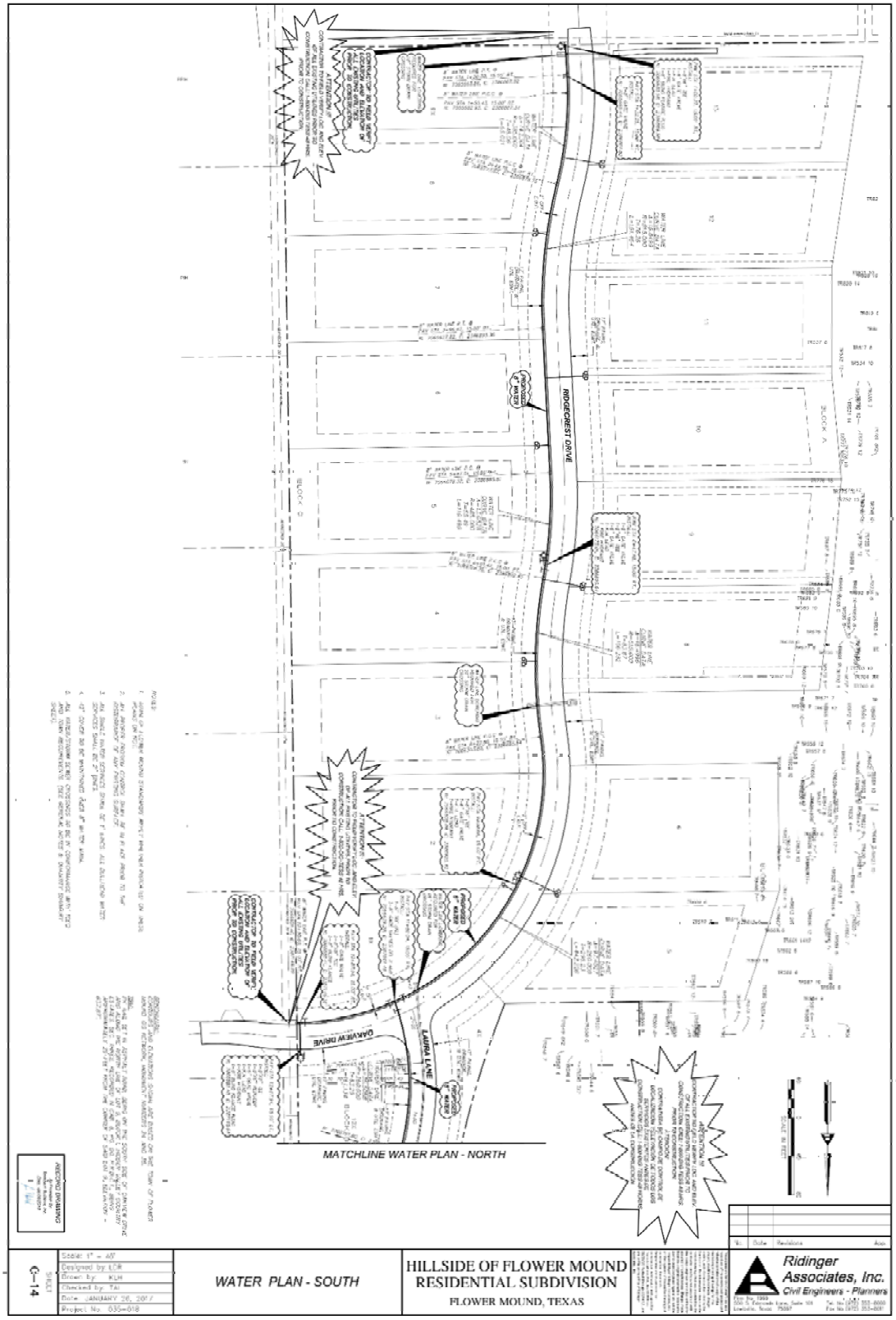
- Record Drawing in a digital format (PDF, TIFF, and CAD)

SURVEY EXHIBIT A



ATTACHMENTS RECEIVED FROM TOWN FOR SCOPE




RIDGECREST DRIVE
OAKVIEW DRIVE
LAURA LANE
MATCHLINE WATER PLAN - NORTH
WATER PLAN - SOUTH
HILLSIDE OF FLOWER MOUND
RESIDENTIAL SUBDIVISION
FLOWER MOUND, TEXAS
Ridinger Associates, Inc.
Civil Engineers - Planners
C-14

ATTACHMENT B COMPENSATION

Wade Trim will provide the Scope of Services for a lump sum fee. A breakdown of the **Level of Effort** is provided and attached.

TASK A – Design Management	$6,410
TASK 1 – Survey	$7,640
TASK 2 – Conceptual Design	$1,740
TASK 3 – Design 60%	$12,730
TASK 4 – Design 90%	$5,100
TASK 5 – Bidding Phase Services	$1,080
TASK 6 – Construction Phase Services	$1,720
TOTAL	**$36,420**

Additional services will be negotiated at the time they are identified.

Items removed from proposal on 10-4-2019:

Task 6 – BIDDING SERVICES

- Issuance of addenda during the bid phase of the project.
- Responding to contractor questions.

Task 7 – CONSTRUCTION PHASE SERVICES

- Attend Pre-Construction meeting
- Answer RFI's
- Prepare drawing changes during construction

LEVEL OF EFFORT ATTACHMENT
Town of Flower Mound
Hillside Water Line Connection
Project No. xxxxxx

Task No.	Task Description	Labor (hours)								Total Labor Cost	Subconsultant Expense			Total Expense Cost	Task Sub Total	% Complete	Remaining Budget
		Principal	Project Manager	Project Engineer	EIT	Senior Eng	Const. Insp	Survey Crew	Administrative		Subconsultant		Reproduction				
	Rate	$240	$220	$200	$160	$210	$150		$95		SBE	Non-SBE					
A.0	**Design Management**	**0**	**19**	**0**	**8**	**0**	**0**	**0**	**10**	**$6,410**	**$0.00**	**$0.00**	**$0.00**	$0	$6,410		
A.1	Communications and Reporting		2							$440				$0	$440		
A.1.1	Pre-Design Coordination Meeting (assumes 1 meeting)		2		2					$760				$0	$760		
A.1.2	Design Submittal Review Meetings (assumes 3 meetings)		6		6					$2,280				$0	$2,280		
A.1.3	Prepare Invoices and Submit Monthly (assumes 3)		3						10	$1,610				$0	$1,610		
A.1.4	Prepare Monthly Progress Reports (assumes 3)		3							$660				$0	$660		
A.1.5	Prepare Schedule and update Monthly (assumes 5 months)		3							$660				$0	$660		
1.0	**Survey**	**0**	**8**	**0**	**8**	**0**	**0**	**0**	**0**	**$3,040**	**$ -**	**$4,000**	**$0**	**$4,000**	**$7,040**		
1.1	Data Collection (Field Survey)									$0		$4,000		$4,000	**$4,000**		
1.1.1	Data Collection/Research (As-builts and site visits)		8		8					$3,040				$0	**$3,040**		
2.0	**Conceptual Design**	**0**	**5**	**0**	**4**	**0**	**0**	**0**	**0**	**$1,740**	**$ -**	**$0**	**$0**	**$0**	**$1,740**		
2.1	Conceptual Layout for Discussions				1					$160				$0	**$160**		
2.2	Concept Layout Submittal		1		3					$700				$0	**$700**		
2.3	Documentation of Key Design Decisions		4							$880				$0	**$880**		
3.0	**Design (60%)**	**0**	**20**	**0**	**38**	**8**	**0**	**0**	**6**	**$12,730**	**$0.00**	**$0.00**	**$0**	**$0**	**$12,730**		
3.1	Preliminary Design Drawings and Specifications									$0				$0	**$0**		
3.1.1	Cover Sheet(1 sht)				1					$160				$0	**$160**		
3.1.2	General Notes(1 sht)		0.5		1					$270				$0	**$270**		
3.1.3	Project Control (2 shts)		1		2					$540				$0	**$540**		
3.1.4	Quantity Summary Sheet(1 sht)		0.5		2					$430				$0	**$430**		
3.1.5	SUE Sheets (2 shts)		1		2					$540				$0	**$540**		
3.1.6	Water Line Plan (1 sht)		1		6					$1,180				$0	**$1,180**		
3.1.7	Water Line Casing Plan & Profile sheets (1 shts)		2		8					$1,720				$0	**$1,720**		
3.1.8	Details (18 shts)		1		4					$860				$0	**$860**		
3.1.9	Special Detail (1 shts)		1		2					$540				$0	**$540**		
3.1.10	SW3P (1 shts)		0.5		1					$270				$0	**$270**		
3.1.11	SW3P Details (1 shts)		0.5		1					$270				$0	**$270**		
3.1.12	Overall Traffic Control (1 shts)		1		2					$540				$0	**$540**		
3.2	QC/QA					4				$840				$0	**$840**		
3.3	Specification Book		4		6				6	$2,410				$0	**$2,410**		
3.4	Constructability Review		2			4				$1,280				$0	**$1,280**		
3.5	Estimate		2							$440				$0	**$440**		
3.6	Documentation of Key Design Decisions		2							$440				$0	**$440**		
4.0	**Design (90%)**	**0**	**6**	**0**	**16**	**4**	**0**	**0**	**4**	**$5,100**	**$0**	**$0**	**$0**	**$0**	**$5,100**		
4.1	Pre-Final Draft (90%) Construction Plans and Specifications		4		16				4	$3,820				$0	$3,820		
4.2	Documentation of Key Design Decisions		2							$440				$0	$440		
4.3	QC/QA					4				$840				$0	$840		
5.0	**Bid Phase Services**	**0**	**0**	**0**	**2**	**0**	**0**	**0**	**8**	**$1,080.00**	**$0**	**$0**	**$0**	**$0**	**$1,080**		
5.1	Bid Support									$0				$0	$0		
5.1.1	Submit Plans/ Assist in Bidding/ Sell Contract Documents									$0				$0	$0		
5.1.2	Tabulate Bids and Recommend Award									$0				$0	$0		
5.1.3	Issue Conformed Contract Documents, if Required				2				8	$1,080				$0	$1,080		
6.0	**Construction Phase Services**	**0**	**2**	**0**	**8**	**0**	**0**	**0**	**0**	**$1,720**	**$0**	**$0**	**$0**	**$0**	**$1,720**		
6.1	Record Drawings		2		8					$1,720				$0	$1,720		
	Totals	**0**	**60**	**0**	**84**	**12**	**0**	**0**	**28**	**$31,820.00**	**$0.00**	**$4,000.00**	**$0.00**	**$4,000**	**$35,820**	**0%**	**$0**

Project Summary		
Total Hours		184
Total Labor		$31,820
Total Expense		$4,000
	Subconsultant	$4,000
15%	Sub Markup	$600
	Total Project Cost	**$36,420**

TOWN COUNCIL AGENDA ITEM NO. 17

CONSENT ITEM

DATE: November 4, 2019

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

ITEM: **Consider approval of a Construction Agreement with Roadway Solutions, Inc., for the FM 2499 at Silveron Traffic Signal project, in the amount of $209,984.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND INFORMATION: On October 8, 2019, bids were received and opened (Bid 2020-6-B) for the construction of a new traffic signal at the intersection of FM 2499 at Silveron/Lakeside Village - construction traffic signal project. Roadway Solutions, Inc., submitted the lowest qualified bid of the three responding bidders at $209,984.00. The work associated with this capital improvement project includes the installation of certain traffic signal equipment supplied by the Town. This location meets warrants for traffic signalization and has been approved by the Texas Department of Transportation.

BOARD REVIEW/CITIZEN FEEDBACK: The Transportation Commission reviews upcoming signal projects every spring. This location was reviewed and identified as a desirable location by the Commission.

ALTERNATIVES/OPTIONS: The decision to not approve the proposed Construction Agreement for signal at FM 2499 at Silveron/Lakeside Village would negatively impact the planned safety increase of cross traffic at that intersection. The proposed signal will provide traffic control for safe cross traffic and improved service to the Town's residents and businesses on FM 2499 and Silveron/Lakeside Village.

FISCAL IMPACT: $209,984.00

Proposed Expenditure/(Revenue):	Account Number(s):
$165,000.00	531-220-20170
$44,984.00	550-117-20170

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

Total project cost is $405,000. Funding sources are:

- Impact Fees $ 240,000
- Other $ 165,000

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

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

Attachment 1

Town of Flower Mound
Bid Tabulation

Bid No: 2020-6-B - FM 2499 at Silveron Boulevard at Lakeside Village Boulevard Traffic Signal

Bid Opening: 10/8/2019 at 11:00 AM

Company	Total Bid
Roadway Solutions, Inc	$ 209,984.00
Durable Specialties, Inc	$ 267,071.00
Bean Electrical, Inc	$ 347,840.00

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

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

Date: October 8, 2019

Attachment 2

TOWN OF FLOWER MOUND

FM 2499 at Silveron Boulevard/ Lakeside Village Boulevard Traffic Signal

Bid # 2020-6-B

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (the "Agreement"), made and entered into this 4th day of November, 2019, by and between the Town of Flower Mound, County of Denton, Texas, hereinafter referred to as the "Town," and Roadway Solutions, Inc., a Corporation, hereinafter referred to as the "Contractor." For and in consideration of the payment, agreements, and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

FM 2499 at Silveron Boulevard/ Lakeside Village Boulevard Traffic Signal,
Bid # 2020-6-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 **Two Hundred Nine Thousand Nine Hundred Eighty-Four Dollars and No cents ($209,984.00)** 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 one hundred and twenty (120) calendar days, and final completion of one hundred and fifty (150) calendar days ready for final payment, as measured from the Effective Start Date shown in the Notice to Proceed. The work shall be in strict accordance with this Agreement, a copy of which is filed pursuant to law in the office of the legal representative of the Town.

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

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

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

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

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

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

1. copies of documents reasonably necessary to aid the Town in preparing an estimate of the value of Work properly completed;

2. full releases of liens, including releases from subcontractors providing materials or delivery services relating to the Work, in a form acceptable to the Town releasing all liens or claims relating to goods and services provided up to the date of the most recent previous progress payment;

3. an updated and current schedule clearly detailing the project's critical path elements; and

4. any other documents required under the Contract Documents.

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

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

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

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

Contract Amount	Retainage Percentage
Up to $25,000.00	15%
$25,000.00 to $400,000.00	10%
Over $400,000.00	5%

Retainage shall be withheld and may be paid to:

1. ensure proper completion of the Work. The Town may use retained funds to pay replacement or substitute contractors to complete unfinished or defective work;

2. ensure timely completion of the Work. The Town may use retained funds to pay liquidated damages; and

3. provide an additional source of funds to pay claims for which the Town is entitled to indemnification from Contractor under the Contract Documents.

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

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

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

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

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

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

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

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

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

1. include the estimate of the value of Work properly completed since the date of the most recent previous progress payment;

2. correct prior progress payments; and

3. include retainage or other amounts previously withheld that are to be returned to Contractor, if any.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Payments under this Contract are due and payable in accordance with the provisions of Texas Government Code Section 2251.022. Interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.
Attention is called to the Government Code, Chapter 2258, Prevailing Wage Rates. Contractor and any subcontractor shall pay not less than the prevailing rates of per diem wages in the locality at the time of construction to all laborers, workmen, and mechanics employed by them in the execution of this Agreement. The Town has determined the general prevailing rate of per diem wages in the locality in which the public work is to be constructed by using the prevailing wage rates as determined by the United States Department of Labor in accordance with the Davis-Bacon Act as applicable to this Project. Contractor or a subcontractor who violates this provision shall be liable for the penalty specified in Texas Government Code Section 2258.023, which as of the date of this Agreement is $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. Town reserves the right to receive and review payroll records, payment records, and earnings statements of employees of Contractor, and of Contractor's Subcontractors, and of Sub-Subcontractors to verify payments made to same. However, no Claim for additional compensation shall be considered by Town because of payments of wage rates in excess of the applicable rate provided herein.

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

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

1. that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;

2. that it is able to furnish the tools, materials, supplies, equipment and labor required to timely complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;

3. that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental, public and quasi-public authorities having jurisdiction over it, the Work, or the site of the Project; and

4. that the execution of the Contract and its performance thereof are within its duly-authorized powers.

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

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

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

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

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

This Agreement will be effective on the ____ day of _____, 20___.

TOWN OF FLOWER MOUND

_____
Steve Dixon, MAYOR

(CORPORATE SEAL)

ATTEST:_____
Theresa Scott, TOWN SECRETARY

CONTRACTOR

_____ (Signature)

_____ (Printed Name)

_____ (Position)

(CORPORATE SEAL)

ATTEST:_____ (Signature)

_____ (Position)

TOWN COUNCIL AGENDA ITEM NO. 18

CONSENT ITEM

DATE: November 4, 2019

FROM: Clay Riggs, PE, CFM, Assistant Director of Public Works

ITEM: **Consider approval of the purchase and installation of streetlights at the Forest Vista Elementary School from CoServ Electric, for work associated with the Roadway Amenities project, in the amount of $55,909.26.**

BACKGROUND INFORMATION: As part of the Road Safety Enhancement Program, better visibility on roadways at night was discussed as a priority. Staff was asked to propose locations that would allow for installation of streetlights in order to provide increased lighting and improved visibility at night.

This item includes the purchase and installation of three street lights along Forest Vista Drive between Thrush Road and Vail Lane in the vicinity of Forest Vista Elementary. This location was approved by Town Council in the FY2017-2018 budget as a decision package.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: $55,909.26

Proposed Expenditure/(Revenue):	Account Number(s):
$55,909.26	505-220-70622

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

This is an annual project. Total project cost for FY 19/20 is $90,000. Funding sources are:

- Decision Package (cash from General Fund)

LEGAL REVIEW: N/A

ATTACHMENTS:

1. CoServ Invoice
2. Location Map

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

www.coserv.com

Remit To:

CoServ Electric
7701 South Stemmons
Corinth, TX 76210-1842

Phone: (940) 321-7800

Invoice

NUMBER 6019654
DATE 26-SEP-19
TERMS 90 Day Estimate
EXPIRATION DATE 25-DEC-19
WORK ORDER NO. 1006051
REFERENCE JCRYER

BILL TO:
TOWN OF FLOWER MOUND
ATTN: STREET SERVICES
2121 CROSS TIMBERS
FLOWER MOUND, TX 75028

LINE	LINE ITEM / DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	Install street lights per the request of the Town of Flower Mound @ Forest Vista @ Brookwood Dr, Flower Mound	1	Each	53,758.91	53,758.91
2	Franchise Fee-City of Flower Mound	1	Each	2,150.35	2,150.35

COMMENTS	SUBTOTAL	TAX	TOTAL
Please remit payment to the attention of Accounting at the address above. Include the invoice number on your payment.	55,909.26	0.00	55,909.26

- **Pricing is valid for 90 days and expires on expiration date above.**
- **No construction will commence until total amount is paid.**
- **Easements, permits, and service agreements may also be necessary before construction will commence.**
- **This invoice is for construction only and does not reflect the fees associated with establishing an account for a new meter set.**
- **An electric meter cannot be set during the construction phase. Please contact Construction Management & Logistics at 940-270-6825 to receive guidelines and requirements for having an electric meter set.**

FOREST VISTA DRIVE AT FOREST VISTA ELEMENTARY STREET LIGHT LOCATIONS

TOWN COUNCIL AGENDA ITEM NO. 19

CONSENT ITEM

DATE: November 4, 2019

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

ITEM: **Consider approval of the purchase of new Traffic Signal Detection Equipment for the Traffic Detection Rehabilitation project, from Twincrest Technologies through the HGAC program, in the amount of $120,500.00.**

BACKGROUND INFORMATION: This item includes the purchase of the detection hardware, mounting equipment and wiring for four traffic signal locations. Planned locations include FM 2499/Spinks, FM 1171/Shiloh, FM 1171/Flower Mound Road and FM 1171/Glenwick.

These items are an HGAC purchase from Twincrest Technologies. This equipment will be used to replace obsolete detection systems in the field that are no longer available for purchase or repair.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: $120,500.00

Proposed Expenditure/(Revenue):	Account Number(s):
$120,500.00	505-220-78027

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

This is an annual project. Total project cost for FY19/20 is $125,000. Funding sources are:

- Decision Package (cash from General Fund)

LEGAL REVIEW: N/A

ATTACHMENTS:

1. HGAC Quote from Twincrest Technologies

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

HGACBuy	CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases	Contract No.:	PE05-19	Date Prepared:	9/17/2019

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Town of Flower Mound	**Contractor:**	Twincrest Technologies
Contact Person:	David Stallings	**Prepared By:**	Jackie Jameson
Phone:	972-874-6415	**Phone:**	817-539-2200
Fax:		**Fax:**	817-539-2201
Email:	david.stallings@flower-mound.com	**Email:**	jjameson@twincresttech.com

Catalog / Price Sheet Name:	Wavetronix
General Description of Product:	**Smartsensor Matrix System, Quote 4821-JJ**

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
	INTERSECTION #1		
4	1-WX-225-ASSY 1 SmartSensor Matrix Sensor Assy with Bracket, 6' Pigtail, and J-Box, 2-Year Warranty	4255	17020
2	1-WX-200-ASSY 1 SmartSensor Advance Sensor Assy with Bracket, 6' Pigtail & J-Box, 2-Year Warranty	4115	8230
1	102-0451-SDLC, Click 656, 6-Sensor SDLC Backplate with 4' SDLC Cable	3875	3875
1000	6-Conductor SmartSensor Home-Run Cable, $/ft	1.00	1000
	INTERSECTION #2		
4	1-WX-225-ASSY 1 SmartSensor Matrix Sensor Assy with Bracket, 6' Pigtail, and J-Box, 2-Year Warranty	4255	17020
2	1-WX-200-ASSY 1 SmartSensor Advance Sensor Assy with Bracket, 6' Pigtail & J-Box, 2-Year Warranty	4115	8230
1	102-0451-SDLC, Click 656, 6-Sensor SDLC Backplate with 4' SDLC Cable	3875	3875
1000	6-Conductor SmartSensor Home-Run Cable, $/ft	1.00	1000
	INTERSECTION #3		
4	1-WX-225-ASSY 1 SmartSensor Matrix Sensor Assy with Bracket, 6' Pigtail, and J-Box, 2-Year Warranty	4255	17020
2	1-WX-200-ASSY 1 SmartSensor Advance Sensor Assy with Bracket, 6' Pigtail & J-Box, 2-Year Warranty	4115	8230
1	102-0451-SDLC, Click 656, 6-Sensor SDLC Backplate with 4' SDLC Cable	3875	3875
1000	6-Conductor SmartSensor Home-Run Cable, $/ft	1.00	1000
	INTERSECTION #4		
4	1-WX-225-ASSY 1 SmartSensor Matrix Sensor Assy with Bracket, 6' Pigtail, and J-Box, 2-Year Warranty	4255	17020
2	1-WX-200-ASSY 1 SmartSensor Advance Sensor Assy with Bracket, 6' Pigtail & J-Box, 2-Year Warranty	4115	8230
1	102-0451-SDLC, Click 656, 6-Sensor SDLC Backplate with 4' SDLC Cable	3875	3875
1000	6-Conductor SmartSensor Home-Run Cable, $/ft	1.00	1000
		Total From Other Sheets, If Any:	
		Subtotal A:	120500

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary
(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
			0
			0
		Total From Other Sheets, If Any:	
		Subtotal B:	0

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	**For this transaction the percentage is:**	0%

C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges

Subtotal C:	0

Delivery Date:	**45-60 days ARO**	**D. Total Purchase Price (A+B+C):**	120500

TOWN COUNCIL AGENDA ITEM NO. 20

CONSENT ITEM

DATE: November 4, 2019

FROM: JP Walton, Assistant to the Town Manager

ITEM: **Consider adoption of the Town Council Strategic Plan for Fiscal Year 2019-2020.**

BACKGROUND INFORMATION: The Town is guided by its vision statement: "The vision of Flower Mound is to preserve our unique country atmosphere, heritage, and quality of life while cultivating a dynamic economic environment." This vision statement is embraced by the Town Council, Town Manager, and Executive Team, and underpins the Town's strategic planning and daily operations. The Town's strategic plan to achieve this vision is set by the Town Council during long-term planning sessions held annually. The Town has conducted strategic planning since 1997 when it first adopted its vision statement.

Goals and objectives agreed upon during previous Town Council Strategic Planning Sessions have historically been incorporated into the Town's budget (http://www.flower-mound.com/index.aspx?nid=314). Separate adoption of the Town Council Strategic Plan provides clear direction on the Town Council's goals and objectives while continuing to be incorporated into the Town's budget.

All goals and objectives identified within the Town Council Strategic Plan for FY 2019-2020 have been previously approved by Town Council through the Strategic Planning Session Summary Report adoption on July 15, 2019, and the FY 2019/2020 Town Budget adoption on September 16, 2019. This is the sixth year the Town has elevated its strategic planning process with documentation and adoption separate of the budget. The purpose is to raise awareness of the Town's strategic planning efforts as well as strengthen the connection between the Town's performance and the Town Council goals. Upon adoption, staff will monitor the targets and provide updates to the Council as needed or as requested.

BOARD REVIEW/CITIZEN FEEDBACK: It is vital to the Town's strategic planning and communication efforts to solicit Board and Commission ("Board") input on various programs and initiatives. It is equally important that the various programs and initiatives created, reviewed, recommended, and acted on by the Town's Boards are consistent with Town Council goals and strategic planning efforts. Ensuring consistency provides for the most effective use of the Town's collective resources. In 2014, the Town created an input process that established guidelines to collect feedback in a consistent manner from the Town's various Boards.

This year the Town conducted board input sessions with the Transportation Commission, the Planning and Zoning Commission, and the Parks Board. The Town Council held the Strategic Planning Session on June 21, 2019, adopted the Town Council 2019 Strategic Planning Session Summary Report on July 15, 2019, and adopted the FY 2019/2020 Town Budget on September 16, 2019.

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

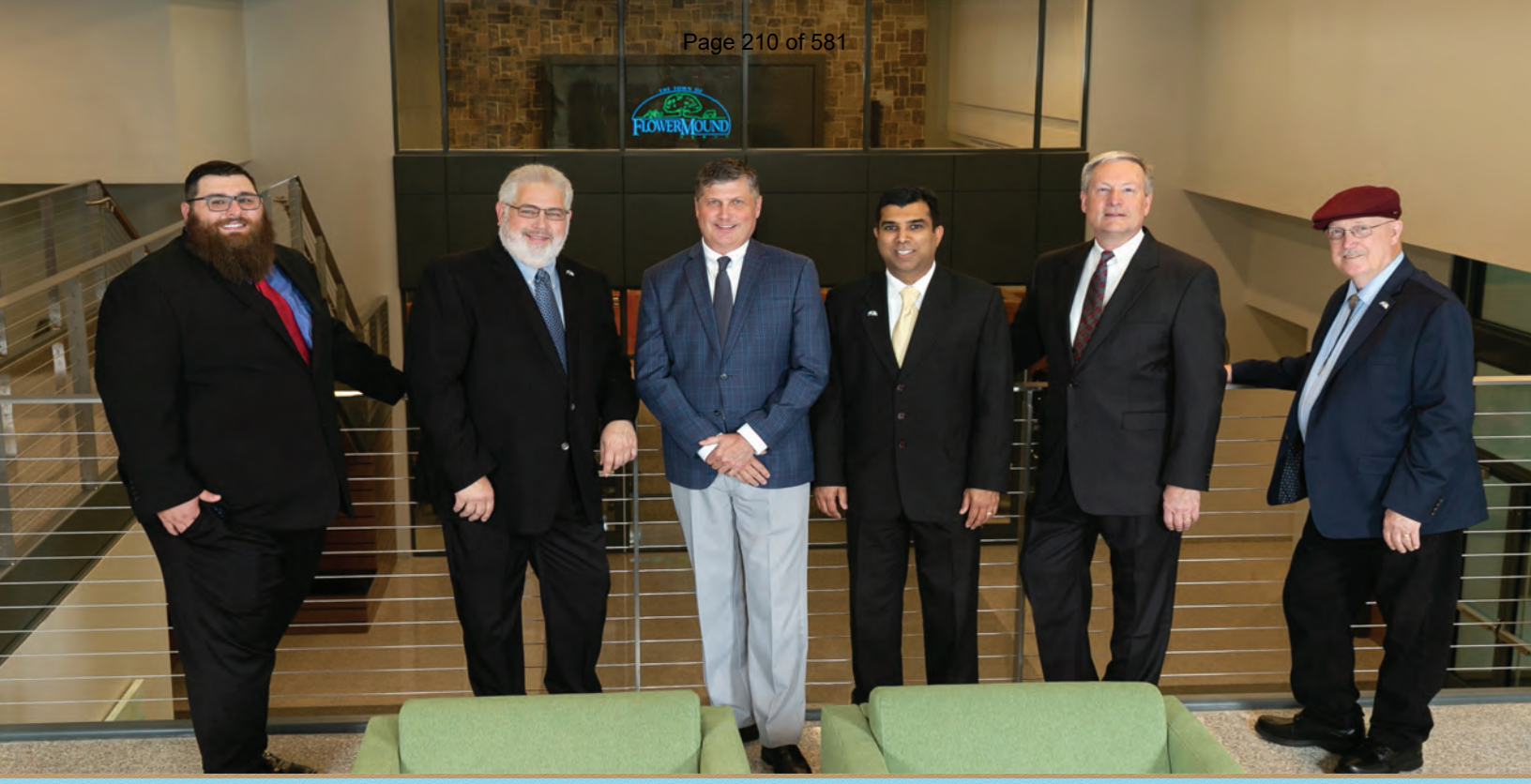
ATTACHMENTS:

1. Town Council Strategic Plan for FY 2019-2020

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

TOWN OF FLOWER MOUND

2019-20 Strategic Plan



Town Council

Steve Dixon
Mayor

Jim Pierson
Place 1

Sandeep Sharma
Mayor Pro Tem, Place 2

Ben Bumgarner
Place 3

Jim Engel
Place 4

Claudio Forest
Deputy Mayor Pro Tem, Place 5

Vision

The Town of Flower Mound is guided by its vision statement "to preserve our unique country atmosphere, heritage, and quality of life while cultivating a dynamic economic environment."

Established in 1997, this vision statement is embraced by the Town Council, Town Manager, and Executive Team, and underpins the Town's strategic planning and daily operations. The Town's strategic plan to achieve this vision is set by the Town Council during long-term planning sessions held annually. The Town has conducted strategic planning since 1997, which is designed to set goals and initiatives that accomplish the Town's vision.

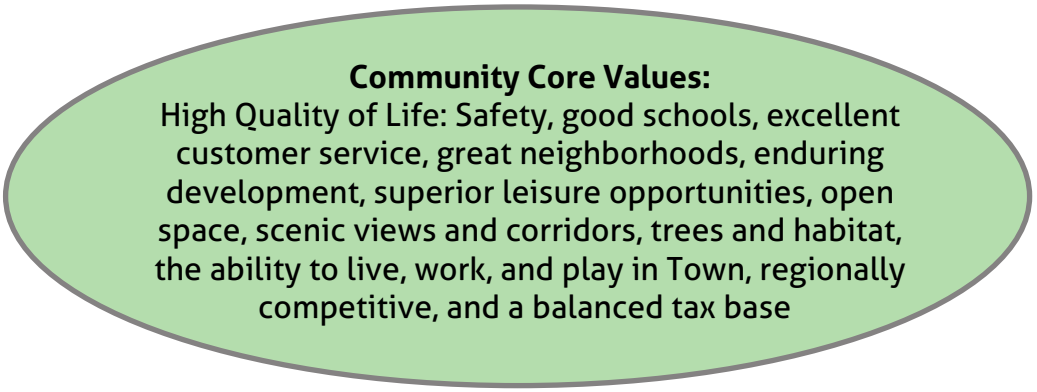
The following Strategic Goals were unanimously established by the Town Council during the 2015 strategic planning cycle, and remain for Fiscal Year 2019-2020:

1. Safety and Security
2. First Rate Infrastructure
3. Financial Soundness, and Operational Excellence
4. Superior Quality of Life
5. Dynamic Economic Environment
6. Regional Cooperation
7. Community Engagement
8. Quality Workforce

In order to effectively achieve the Town vision, the goals must fit into an overall coherent plan that reflects the Town's adopted vision, its purpose, the community's values, the Town's Master Plan, and the real and perceived needs of residents and businesses.

Purpose and Core Values

The Town's purpose is to provide a healthy and safe community with essential infrastructure and vital services. This is done while protecting property values and the welfare of residents through fair and effective ordinances supported by fiscal responsibility. The community's core values are a reflection of the Town's established vision that translates into a high quality of life. Elements of the Town's vision include country atmosphere, heritage, and dynamic economic development. Those life qualities include: safety, good schools, excellent customer service, great neighborhoods, enduring development, and superior leisure opportunities among others. Residents also value open space; scenic views and corridors; trees and habitat; the ability to live, work, and play in Town; being regionally competitive to encourage employment and quality development; and having a balanced tax base.



Master Plan

With vision, purpose, and core values in mind, any strategic plan must align with the community's Master Plan. A Master Plan is a statement of a community's current and future goals as well as objectives. Used as a guide to direct future growth, development, and redevelopment of a community, a Master Plan plays an important role in a community's decision-making process. The plan is comprehensive in that it links the different geographic and functional components of the Town to each other in such a way that the community's goals and objectives can be achieved, issues resolved, and opportunities for improved quality of life realized. The Master Plan is a document that sets the framework for the physical development of the Town over a 20-year period. The plan includes sections devoted to land use, parks, trails, open space, roadways, water, wastewater, and economic development.

The Master Plan also serves an important policy tool that sets a vision for the orderly growth and development of the Town and provides the framework for many of Flower Mound's governing policies, specifically zoning regulations. Zoning regulations provide the method of implementing the Master Plan by prescribing the use, density, and development standards for each parcel of land.

Master Plan (cont.)

Since the adoption of the Master Plan in 2001, there have been several major updates to the document with the latest occurring in 2010-2011 to address the Urban Design Plan component. Generally, Master Plans are evaluated every 5 to 10 years which can include minor updates or comprehensive review. The Town completed a focused update of the Town's Master Plan in 2013 to ensure its stated goals are in alignment with the Town's vision, and the community's core values. The vision of the Master Plan is to further the established community-based vision to:

- Preserve the country atmosphere and natural environment that makes Flower Mound a unique and desirable community.
- Mitigate the ill effects of rapid and intense urbanization.
- Create a balanced tax base to ensure the Town's long-term economic health and prosperity.
- Ensure all development is of enduring and exemplary quality and design.

Resident and Business Needs

The Town has several different categories of customers. Taxpayers are considered our largest and most valuable customers. Taxpayers are identified as residents and businesses within the Town's geographic borders as well as those who receive police, fire, and emergency services; infrastructure repairs and improvements; water, sewer, and trash services; recreational services; and development services. Visitors to Flower Mound are also valued customers, and considered, but not limited to, individuals who live outside the geographic borders and travel Flower Mound's roads; shop within Flower Mound's commercial districts; and utilize Town parks, trails, and other recreational venues. Visitors are also recognized as potential customers who are individuals or companies considering Flower Mound as a place to live or establish a business. These potential customers are identified through community surveys, input at public hearings, requests for information, and marketing efforts by Economic Development staff.

Understanding customers' real and perceived needs is critical in developing a responsive strategic plan to bring forward the Town's vision. Over time, the Town has identified these needs.

Strategic Planning

The desire for a high quality of life is the common link between the Town's vision, community core values, Master Plan, and needs of the community. The quality of life the Town provides places it as one of the most desirable communities in the North Texas area. Sustaining that quality of life requires discipline, obtainable and measurable goals, and commitment. Strategic planning provides a systematic approach to evaluate the Town's vision and goals, as well as make decisions and actions to guide the organization.

Developing and prioritizing the strategic goals is the first step toward making decisions. Priorities are determined by the Town Council once staff has been able to articulate budget and operational impacts, policy implications, and timing. Measurement of the goals is equally important and provided in the following performance targets.

The following is a list of the Town's strategic goals and definitions, followed by a description of the Strategic Planning process and an implementation plan outlining objectives, action items, and performance targets.

1. **Safety and Security:** Ensure the safety and security of individuals and property for those who live, work, and play in Flower Mound.

2. **First Rate Infrastructure:** Provide high-quality water, wastewater, transportation, drainage systems and facilities to meet the current and future needs of the Town.

3. **Financial Soundness and Operational Excellence:** Ensure Flower Mound's long-term financial viability and organizational success through reliable financial controls, work systems, and processes.

4. **Superior Quality of Life:** Provide opportunities for a superior quality of life expected by Flower Mound residents through high development standards, protection of public health, vibrant and sustainable neighborhoods, and ample leisure opportunities.

5. **Dynamic Economic Environment:** Cultivate a dynamic and diverse economic development environment to strengthen the local economy and ensure the long-term success of Flower Mound.

6. **Regional Cooperation:** Provide leadership and influence to promote the success of the region and ensure cooperation with other area entities.

7. **Community Engagement:** Promote open communication, transparency, and partnerships with residents and businesses.

8. **Quality Workforce:** Ensure Flower Mound's long-term success by attracting, retaining, and empowering a workforce that delivers excellent service for an excellent value.

The Process

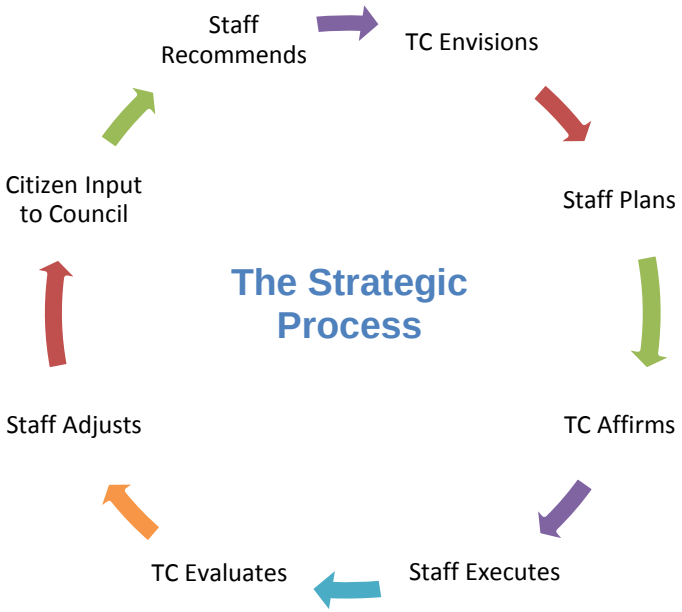
At its core, the Town uses strategic planning as a communication tool to provide a reliable system for feedback and adjustments. Below is a visual representation of the process. The process begins with the Town Council thinking about the future and developing a vision to establish the direction for the Town moving forward. This part of this process is typically accomplished during Town Council Strategic Planning Sessions.

Staff is responsible for developing and executing a plan to achieve the Council's vision. The plan is developed in concert with the Council, so there is clear understanding of the Council's vision, mutually agreed upon goals, and the plan to accomplish those goals.

The vision must be in alignment with the Town's purpose, core values, Master Plan, and the real and perceived needs of citizens. In turn, the goals, objectives, and action items must be in alignment with the vision. Creating alignment with the annual budget and the vision is critical to empower the Town to accomplish the vision. Once alignment is achieved, leaders must be diligent to maintain alignment, including continuous adjustment of the vision based on new information, changing situations, and new insights.

Communication and feedback must be maintained between Council and staff in order to preserve alignment, evaluate performance, and make adjustments due to changing factors. This enables leadership to keep the vision relevant, empowering, and achievable. To keep the communication loop open, staff presents updates to the Town Council on a regular basis to report status and performance, and to discuss necessary adjustment in real time.

During budget preparation the Town Council and staff use the plan as a guide for budget decisions, specifically to compare the priorities of the plan versus the budget priorities. The plan does not assume budget decisions, rather serves to create discussion on the many action items and the limited amount of funds available to implement them.



Goal 1: Safety and Security

1.1 Implement 5-year Police Staffing Plan

Department: Police

Target: Implement approved positions by September 2020

1.2 Implement Crossing Guard Program

Department: Police

Target: Staff hired and trained by November 2020

1.3 Continue to Provide Police (School Resource Officers) Coverage for all LISD Middle School and High Schools in Flower Mound

Department: Police

Target: Coverage for entire 2019/20 LISD school year

1.4 Fire Station 7 Staffing

Department: Fire

Target: Completed by April 2020

1.5 Perform IT Security Risk Assessment

Department: IT

Target: Completed by September 2020

Goal 2: First Rate Infrastructure

2.1 Continue Street Light Program

Department: Public Works

Target: 10 Street Lights

2.2 Continue Sanitary Sewer Overflow Initiative (Year 6 of 10)

Department: Public Works

Target: 125,000 ft. of linear pipe inspected, 400 manholes inspected

2.3 Construct Fire Station 7

Department: CIP/Fire/Facilities

Target: Complete construction by April 2020

2.4 Continue Annual Sidewalk Link and ADA Improvements Program

Department: Public Works

Target: Complete FY19-20 projects

2.5 Traffic Signal Project - FM 2499/Chaparral Intersection

Department: Public Works

Target: Begin design by January 2020

Goal 2: First Rate Infrastructure (cont.)

2.6 Complete Library Expansion

Department: CIP/Facilities/Library Services

Target: Complete construction by December 2020

2.7 Transportation Model Update and Traffic Signal Re-Timing

Department: Public Works

Target: Complete by February 2020

2.8 Monitor New Technology to Improve Traffic Flow

Department: Public Works

Target: Attend 3 Conferences/Meetings regarding traffic flow solutions

2.9 Begin Construction on Canyon Falls Park

Department: Parks and Recreation/CIP

Target: Bid for construction by June 2020

2.10 Begin Construction on Rheudasil Park

Department: Parks and Recreation/CIP

Target: Bid for construction by September 2020

Goal 3: Financial Soundness and Operational Excellence

3.1 Convert Town Documents to Laserfiche

Department: TSO

Target: Convert 10 boxes

3.2 Development Process Review

Department: Development Services

Target: Complete by March 2020

3.3 Operational Audit of Financial Processes

Department: Financial Services

Target: Complete by September 2020

3.4 Maintain the Town's Unassigned Fund Balance in the General Fund Per the Town's Adopted Financial Policies

Department: Financial Services

Target: Minimum 20% of annual General Fund expenditures

3.5 Maintain the Town's Fund Balance in the Debt Service Fund per the Town's Adopted Financial Policies

Department: Financial Services

Target: Minimum 4% of Debt Service Fund expenditures

3.6 Maintain the Town's Debt Service Tax Rate at the Lower Level Outlined in the Town's Adopted Financial Policies

Department: Financial Services

Target: 12 cents or lower

Goal 4: Superior Quality of Life

4.1 Short Term Rental Ordinance

Department: Development Services

Target: Present options by January 2020

4.2 Cultural Arts Center Feasibility Study

Department: Financial Services/Economic Development

Target: Complete by September 2020

4.3 Perimeter Fence Standards Code Amendments

Department: Development Services

Target: Present options by September 2020

4.4 Master Plan Study of Infill Locations

Department: Development Services

Target: Present infill locations by March 2020

4.5 Conduct SWEEP Inspections in Designated Areas

Department: Environmental Services

Target: Perform Quarterly Inspections

4.6 Review Town Development Code and Bring Forward Necessary Amendments

Department: Development Services

Target: Bring forward code amendments as needed by September 2020

Goal 5: Dynamic Economic Environment

5.1 Update the Economic Development Incentive Policy

Department: Economic Development

Target: Complete by December 2019

5.2 Perform the 2019 Retail and Restaurant Survey

Department: Economic Development

Target: Complete by June 2020

5.3 Work with the Flower Mound Chamber of Commerce on Programs, Including Those Outlined in the 2019-20 Approved MOU

Department: Economic Development

Target: Host Leadercast and 6 ED Forums by September 2020

5.4 Publish the Economic Development Annual Incentives Report

Department: Economic Development

Target: September 2020

Goal 6: Regional Cooperation

6.1 Continue Town Participation in Leadership Flower Mound

Department: All

Target: Retain at least 2 town representatives annually

6.2 Continue Staff Involvement in Professional Organizations

Department: All

Target: Percent of travel budget spent

6.3 Identify Opportunities for Elected Officials Through TML and Other Resources

Department: TSO

Target: Six regional events per calendar year

Goal 7: Community Engagement

7.1 Implement Development Map Notify Me Option

Department: TMO/GIS/Communications/Development Services

Target: Completed by October 2019

7.2 Create an Interactive CIP Map

Department: TMO/Communications/CIP

Target: Completed by September 2020

7.3 Update Development Notifications Process

Department: @arahkl iajp Oanre_ao

Target: Completed by Jkra i ^an 2019

7.4 Continue Implementation of the Town's 3-Year Strategic Communication Plan

Department: Communications

Target: Complete by January 2020

7.5 Review Public Notice Signage Standards

Department: @arahkl iajp Oanre_ao

Target: Complete by September 20. ,

Goal 8: Quality Workforce

8.1 Perform the 2020 Employee Survey

Department: TMO

Target: Complete by September 2020

8.2 Continue Town Manager Tour & Talks to Discuss Issues Faced by the Town and Ones Important to Employees

Department: TMO

Target: Complete by April 2020

8.3 Continue Organization-Wide Team Building Events

Department: TMO/Human Resources

Target: Complete by May 2020

TOWN COUNCIL AGENDA ITEM NO. 21

REGULAR ITEM

DATE: November 4, 2019

FROM: Brittni Barnett, Grants and Financial Analyst

ITEM: **Consider approval of a resolution accepting grant funds from the Texas Historical Commission (THC), execution of an agreement with the THC, and authorization for the Mayor to execute said agreement on behalf of the Town.**

BACKGROUND INFORMATION: The Town was awarded a grant from the Texas Historical Commission in the amount of $1,500,000.00. The funds will be put toward the restoration of the Gibson-Grant Historic Cabin as outlined in the Town-approved Master Plan.

In 2018, the Town of Flower Mound approved a Master Plan for the Gibson-Grant Cabin, to guide the restoration of the historic house so the public will have an opportunity to experience the lives of some of Denton County's earliest settlers.

There is no match required for this grant. Funds will be issued to the Town within 10 business days after the execution of the funding agreement.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: $1,500,000.00

Proposed Expenditure:	**Account Number(s):**
$1,500,000.00	Log Cabin Fund
Proposed Revenue:	**Account Number(s):**
($1,500,000.00)	Log Cabin Fund

Total project cost is $1,575,593. Funding sources are:

- Grant/Interlocal $1,539,000
- Other $36,593

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

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

ATTACHMENTS:

1. Resolution
2. Funding Agreement

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

Attachment 1

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM THE TEXAS HISTORICAL COMISSION (THC); EXECUTION OF AN AGREEMENT WITH THE THC, AND AUTHORIZATION FOR THE MAYOR TO EXECUTE SAID AGREEMENT ON BEHALF OF THE TOWN.

WHEREAS, the Town of Flower Mound ("the Town") has been awarded a grant in the amount of $1,500,000.00 from the Texas Historical Commission (THC) to provide funding for the restoration of the Gibson-Grant Historic Cabin; and,

WHEREAS, the Town Council of the Town of Flower Mound finds that it is in the best interest of the citizens of the Town to accept the awarded grant funds to benefit the Gibson-Grant Historic Cabin restoration.

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

SECTION 1

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

SECTION 2

The Town of Flower Mound approves and accepts the awarded grant amount of $1,500,000.00 from the Texas Historical Commission.

SECTION 3

The grant funds are hereby authorized to be used to fund equipment and activities in accordance with the grant award and will be used only for the purposes for which they are intended under the program.

SECTION 4

This Resolution shall be effective on and after its date of adoption.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____ ON THIS 4TH DAY OF NOVEMBER, 2019.

APPROVED:

_____

Steve Dixon, MAYOR

ATTEST:

_____

Theresa Scott, TOWN SECRETARY

STATE OF TEXAS
COUNTY OF TRAVIS

FUNDING AGREEMENT

This Funding Agreement ("Agreement") is entered into by and between the State of Texas, acting by and through the Texas Historical Commission ("Commission") and the Town of Flower Mound ("Grant Recipient"), a political subdivision of the State of Texas.

For good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby contract, covenant, and agree as follows:

ARTICLE I
PURPOSE

1.01 The purpose of this Agreement is to provide for the administration of the grant of funds to the Town of Flower Mound for the Gibson-Grant Historic Cabin Restoration Project ("Project").

ARTICLE II
AUTHORITY

2.01 This Agreement is authorized under the authority of Texas Government Code § 442.005 and the General Appropriations Act, H.B. 1, 86th Tex. Leg., Reg. Session, 2019, I-68, Rider 29.

2.02 This Agreement is subject to the Uniform Grant and Contract Management Act, Texas Government Code Chapter 783, and the Uniform Grant Management Standards, conditions and assurances promulgated thereunder by the Texas Comptroller of Public Accounts.

ARTICLE III
PERIOD OF THE AGREEMENT

3.01 This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This agreement shall remain in effect until August 31, 2021. All work under this grant must be completed by August 31, 2021.

ARTICLE IV
GRANT OF FUNDS

4.01 The amount of the grant subject to this Agreement shall be $1,500,000.00 (ONE MILLION, FIVE HUNDRED THOUSAND DOLLARS AND NO/100). The grant of funds shall be paid to the Grant Recipient in accordance with the procedure described in Article VII hereof. The Grant Recipient shall be responsible for funding any costs in excess of the grant award to complete the Project.

ARTICLE V
SCOPE OF WORK

5.01 The parties hereby agree that the Scope of Work the Grant Recipient shall perform under this Agreement is attached as Attachment "A" and incorporated herein for all purposes ("Scope of Work").

ARTICLE VI
GRANT RECIPIENT'S RESPONSIBILITIES

6.01 The Grant Recipient shall ensure that all matters pertaining to the Project are conducted in conformance with all applicable state and federal laws, rules and regulations and the legal directives of the Commission and its staff.

6.02 The Grant Recipient shall provide for the procurement of all necessary professional (e.g., architecture, engineering, archeologist and/or consultant) services related to the Project. The Grant Recipient's contract(s) for professional services shall be submitted to and reviewed by the Commission. The Grant Recipient shall provide and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications.

6.03 The Grant Recipient shall ensure that planning documents, architectural plans and/or specifications for the Project shall be in accordance with the treatment for restoration, rehabilitation, reconstruction or preservation, as applicable, described in *The U.S. Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings,* 2017 (36 CFR Part 68), *The U.S. Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation,* 1983, and the Texas Accessibility Standards (State Architectural Barriers Act, Texas Government Code, Chapter 469) as determined by the Commission.

6.04 The Grant Recipient shall submit architectural plans, specifications and/or other planning products for the Project to the Commission for review and approval. The Grant Recipient shall make all necessary revisions to the Project as determined by the Commission.

6.05 The Grant Recipient shall ensure that the Project deadlines as outlined in this Agreement are met unless an extension is approved in advance by the Commission. Extension requests shall be made in writing by the Grant Recipient at least 14 days prior to the scheduled deadline.

6.06 Any field changes, supplemental agreements, or revisions to the plans and specifications related to a particular phase of the Project that occur after the construction contract is awarded must be mutually agreed to by the Commission and the Grant Recipient prior to the commencement of the work related to that phase of the Project.

6.07 The Grant Recipient shall submit a "Project Completion Report" to the Commission upon substantial completion of construction for the Project. Upon approval, two (2) hardcopies

and one (1) digital copy shall be provided to the Commission.

6.08 The Grant Recipient shall establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

6.09 The Grant Recipient shall comply with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)], and the American's with Disabilities Act of 1990, in that no person in the United States shall, on the ground of race, religion, color, disability, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives financial assistance and will immediately take any measures necessary to effectuate this agreement.

6.10 The Grant Recipient shall return to the Texas Historical Commission any unused or unexpended grant funds within sixty days after substantial completion of the Project.

ARTICLE VII
PAYMENT

7.01 Payment will be made in the following manner: The Texas Historical Commission will pay the Town of Flower Mound $1,500,000.00 (ONE MILLION, FIVE HUNDRED THOUSAND DOLLARS AND NO/100) within 10 business days after execution of this contract by all parties.

ARTICLE VIII
TERMINATION

8.01 This Agreement may be terminated prior to completion of the Project by mutual consent and agreement in writing signed by all parties. In the event of termination by mutual consent and agreement, Grant Recipient shall return to the Commission any grant funds that are unexpended or unused as of the date of termination.

8.02 In addition, this Agreement may be terminated by either party upon the material breach of the other party's obligations as set forth in this Agreement. If an event of termination is based on a material breach of the obligations of a party under this Agreement, then the party seeking termination shall notify the party of such breach and provide such party a reasonable period of time, which shall not be less than thirty (30) days, to cure such breach. If the breach is cured within the time permitted, no termination shall occur. Otherwise, this Agreement shall terminate after the period to cure the breach has expired. Any cost incurred due to such a breach of contract shall be paid by the breaching party. In the event of termination due to breach of the obligations, Grant Recipient shall return to the Commission any grant funds that are unexpended or unused as of the date of notice of breach.

8.03 If the Grant Recipient withdraws from the Project after this Agreement is executed, but prior to completion of the Project, all payments previously made shall be repaid to the Commission

by the Grant Recipient within sixty (60) days of termination.

8.04 The termination of this Agreement shall extinguish all rights, duties, obligations, and liabilities of either party under this Agreement except any repayment provisions, the inspection provisions under Article XVIII, and any provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, invoice and costs or fees verification.

ARTICLE IX
AMENDMENTS

9.01 This Agreement is the entire agreement between the parties. Any changes, deletions, extensions, or amendments to this Agreement shall be in writing and signed by all parties hereto prior to the ending date hereof. Any other attempted changes, including oral modifications, written notices that have not been signed by both parties, or other modifications of any type, shall be invalid.

ARTICLE X
NOTICES

10.01 All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U. S. Mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such parties at the following addresses:

Commission: Texas Historical Commission
Post Office Box 12276
Austin, Texas 78711

Grant Recipient: Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

ARTICLE XI
SEVERABILITY

11.01 In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

ARTICLE XII
RESPONSIBILITIES OF PARTIES

12.01 The Commission and the Grant Recipient agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and

deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE XIII
OWNERSHIP OF DOCUMENTS

13.01 Upon completion or termination of this Agreement, all documents prepared by either party shall remain the property of such party. All documents and data prepared under this Agreement shall be made available to the Commission without restriction or limit on their further use.

ARTICLE XIV
COMPLIANCE WITH LAWS

14.01 The parties hereof shall comply with all applicable Federal, State, and Local laws, statutes, ordinances, rules, and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement. When required, either party shall furnish satisfactory proof of their compliance with such requirements stated above.

ARTICLE XV
LIMITATION OF LIABILITY

15.01 The Commission shall not be liable for any direct or consequential damages to Grant Recipient or any third party for any act or omission of the Grant Recipient in the performance of this Agreement. The Commission shall neither indemnify nor guarantee any obligation of the Grant Recipient.

ARTICLE XVI
DISPUTE RESOLUTION

16.01 The dispute resolution process provided for in Government Code Chapter 2260 shall be used, as further described herein, by the parties to attempt to resolve any claim for breach of this Agreement made by either party.

16.02 A claim by the Grant Recipient for breach of this Agreement that cannot be resolved between the parties in the ordinary course of business shall be submitted to the negotiation process provided in Government Code Chapter 2260, Subchapter B. Compliance by Grant Recipient with Government Code Chapter 2260, Subchapter B is a condition precedent to the filing of a contested case proceeding under Government Code Chapter 2260, Subchapter C.

16.03 The contested case process provided in Government Code Chapter 2260, Subchapter C is the Grant Recipient's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by Commission if the parties are unable to resolve their disputes under this Article XVII.

16.04 Compliance with the contested case process as provided in Article 16.02 hereof is a condition precedent to seeking consent to sue from the Texas Legislature under Civil Practices and Remedies Code Chapter 107. Neither the execution of this Agreement by the Commission nor any other conduct of any representative of Commission relating to the Agreement shall be considered a waiver of sovereign immunity to suit.

16.05 The submission, processing, and resolution of any claim by Grant Recipient hereunder is governed by 13 Texas Administrative Code Part 2 § 11.22, adopting by reference 1 Texas Administrative Code Part 3 §§68.1, et seq., now and as hereafter amended.

16.06 Neither the occurrence of an event alleged to constitute breach of this Agreement nor the pendency of a claim constitute grounds for the suspension of performance by the Grant Recipient, in whole or in part.

ARTICLE XVII
SOLE AND ENTIRE AGREEMENT

17.01 This Agreement constitutes the sole and entire agreement between the parties and supersedes any prior understandings or written or oral agreements with respect to the Project or the grant of award funds for the Project.

ARTICLE XVIII
INSPECTION OF BOOKS, RECORDS, AND WORK

18.01 The parties to this Agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the Commission, the Grant Recipient, and the Comptroller, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of the work defined under this Agreement or until any impending litigation, or claims are resolved. Additionally, the Commission, the Grant Recipient, and the Comptroller and their duly authorized representatives shall have access to all the governmental records that are directly applicable to the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The Commission may, during normal business hours, inspect the work on the Project undertaken through this Agreement.

ARTICLE XIX
SIGNATORY WARRANTY

19.01 The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

ARTICLE XX
TEXAS REQUIRED CONTRACT TERMS

20.1 The undersigned affirms under penalty of perjury of the laws of the State of Texas that (1) in

connection with this contract, neither I nor any representative of the Grant Recipient has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (2) and in connection with this contract, neither I nor any representative of the Grant Recipient have violated any federal antitrust law.

20.2 Under Section 231.006 of the Family Code, the Grant Recipient is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

20.3 The Grant Recipient has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the contract.

20.4 The Grant Recipient agrees that any payments due under the Agreement shall be applied towards any debt or delinquency that is owed to the State of Texas.

20.5 GRANT RECIPIENT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE COMMISSION, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANT RECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANT RECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANT RECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. GRANT RECIPIENT AND AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

20.6 Under Section 2155.0061 of the Texas Government Code, the Grant Recipient certifies that it is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

20.7 The contract is subject to termination or cancellation, without penalty to the Commission, either in whole or in part, subject to the availability of state funds.

20.8 The Grant Recipient certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

20.9 In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, the Grant Recipient certifies that it is not (1) the

executive head of the Commission, (2) a person who at any time during the four years before the date of the contract was the executive head of the Commission, or (3) a person who employs a current or former executive head of the Commission.

20.10 The Grant Recipient represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Response with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the contract.

20.11 Under Section 2155.004(b) of the Texas Government Code, the Grant Recipient certifies that it is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.

20.12 The Grant Recipient represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

20. 13 The Grant Recipient represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

20.14 Under Sections 2155.006 and 2261.053 of the Texas Government Code, the Grant Recipient certifies that the it is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

20.15 Information, documentation, and other material in connection with this Solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, the Grant Recipient is required to make any information created or exchanged with the State pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

20.16 The Grant Recipient represents and warrants that the individual submitting this document and the documents made part of this contract is authorized to sign such documents on behalf of the Grant Recipient and to bind the Grant Recipient under this contract.

20.17 The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

20.18 The Grant Recipient certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

20.19 The contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the Commission.

IN WITNESS WHEREOF, this Agreement is executed in duplicate originals as of the dates herein below.

TEXAS HISTORICAL COMMISSION	**TOWN OF FLOWER MOUND**
By: _____	By: _____
Mark Wolfe	
Title: Executive Director	Title: _____
Date: _____	Date: _____

TOWN COUNCIL AGENDA ITEM NO. 22

REGULAR ITEM

DATE: November 4, 2019

FROM: Chuck Jennings, Parks and Recreation Director

ITEM: **Public Hearing to consider recommendation of a conceptual master plan for Peters Colony Memorial Park, a 3.3 acre park located next to the Flower Mound Public Library.**

BACKGROUND INFORMATION: The purpose of this item is to discuss and consider for approval the attached conceptual master plan. MESA Design Group (MESA) has utilized the feedback provided by the Parks Board and public during their September work session item to create a conceptual design which the Parks Board unanimously recommended for Town Council Consideration at their October meeting. This item will be presented as a public hearing allowing residents the opportunity to comment on the proposed park master plan.

Peters Colony Park Master Plan key meetings and dates:

- June 27, 2019 – Public Input meeting
- September 5, 2019 – Parks Board Work Session
- October 3, 2019 – Parks Board Public Hearing
- November 4, 2019 – Town Council Public Hearing

Below is a timeline of the park from purchase up until the work session meeting in September.

- Town Council approved the purchase of the 3.3 acre site in January of 2017.
- Parks Board recommended and the Town Council approved the park name in April of 2017.
- Since taking over the park the Town has maintained the area as open space with very little maintenance leaving it in its natural state until it could be Master Planned.
- Master Plan funding was allocated and approved for FY18-19 using 4B Sales Tax revenue.
- Mesa Design Group was selected and their Professional Services Agreement was approved by the TC on May 6, 2019.
- Mesa and Town staff held a kick-off meeting in May to develop schedule and discuss the site.
- Public Input meeting was held on June 27, 2019, with 21 people in attendance.
- Parks Board Work Session was held on September 5, 2019, with 7 people from the public providing input.

The creation of a conceptual master plan for the park will guide the staff and architect in the design and provide the Town with an opinion of probable costs for budgeting purposes.

BOARD REVIEW/CITIZEN FEEDBACK: The Parks Board recommended approval at their October 3, 2019, regular meeting at a vote of 6 to 0. Citizen feedback was provided three times at various meetings and the report summaries of each meeting are provided as attachments.

ALTERNATIVES/OPTIONS: The Town Council can make changes to the proposed master plan by adding or deleting park elements/amenities.

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Proposed Conceptual Master Plan
2. Report Summaries from previous meetings

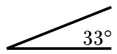
DRAFT MOTION: Move to approve as presented in the agenda caption.

Attachment 1

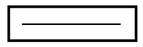
MASTER PLAN

Symbolic of the interconnection of people's lives, cultures, and heritages and how they intertwine and affect each other to form the cultural fabric of the community.

PROGRAM INSPIRATION



Flower Mound's establishment along the 33rd parallel is embodied through the layout of linear pavement and tribute grove at 33°.



The Wall of Remembrance is an abstracted commemoration to the Town's community heroes and leaders.

Shadows cast from the pavilion roof metaphorically resemble the obstacles we encounter throughout our individual life paths.

LEGEND:

- A Park Signage
- B Sculpture Opportunity
- C Specimen Tree
- D Nature Trail
- E Pavilion
- F Groundcover
- G Remembrance Wall
- H Celebration Lawn
- I Water Feature
- J Proposed Trees
- K Children's Area
- L Flag Poles
- M Detention Pond

LANDSCAPE ARCHITECTURE | PLANNING | URBAN DESIGN MESA

Peters Colony Memorial Park Summary

On October 3rd, 2019, MESA Design Group presented updates to the master plan for Peters Colony Memorial Park at the regularly schedule Parks Board Public Hearing at Town Hall. The updated master plan presented to Parks Board combined design elements from the two previously presented master plan options. The primary modifications included the relocation of the children's area, pavilion, and nature trail, as well as an increase in entrance points into the memorial park. Supplemental 3D graphics were presented to help convey these modifications to the updated master plan. Following the presentation, Parks Board members and residents shared their comments on the updated master plan. Overall, comments were positive and receptive to the direction of the updated master plan and approved for Town Council consideration and approval. MESA will now incorporate the comments and direction previously received for the conceptual master plan and provide an opinion of probable cost for the November 4th Town Council Public Hearing.

LANDSCAPE ARCHITECTURE | PLANNING | URBAN DESIGN MESA

Peters Colony Memorial Park Summary Report

On September 5th, 2019, MESA Design Group hosted a Parks Board Work Session at Town Hall to present master plan options for Peters Colony Memorial Park. The presentation included a condensed version of slides previously presented at the June 27th Public Input Meeting along with two revised master plan options. The revised master plan options were a product of public comments previously received and included new support imagery and 3D graphic models to help convey design intent. Following the presentation, Parks Board members and residents shared their comments on the two options presented. Comments were relatively split in support of both options with a majority of board members and the public favoring a version of the master plan with adequate pedestrian pathway connectivity and the children's area located along the east side of the site. Concerns about limited visibility into the site and trail proximity to existing residences were also voiced. MESA will now prepare a single master plan option for the October 3rd Parks Board Public Hearing.

Peters Colony Memorial Park Summary

On June 27th, 2019, MESA Design Group hosted a public input meeting at Town Hall to present master plan options for Peters Colony Memorial Park. MESA's presentation included a series of slides which examined the Town's current memorial sites and public celebrations, an inventory and analysis of the site, potential programmatic opportunities, and three conceptual master plan options. Each master plan design option explored a distinctive allegorical theme encouraging residents to gather in group celebration or individual reflection honoring friends, loved ones, and their contributions to the Town's heritage and culture. Following the presentation, residents were encouraged to share their comments, suggestions, and concerns to MESA and Parks staff. Many residents commented that they would like to see the site's existing Cross Timbers woodland preserved and a pedestrian connection made between Flower Mound High School and the Public Library. MESA will now build upon the input received from residents and present master plan design concepts at the upcoming Parks Board Work Session on September 5th.

TOWN COUNCIL AGENDA ITEM NO. 23

REGULAR ITEM

DATE: November 4, 2019

FROM: James Hoefert, Environmental Review Analyst

ITEM: **Public Hearing to consider an application for a tree removal permit for one (1) specimen tree on property proposed for development as Trailwood Phase 2. The property is generally located south of Cross Timbers Road and west of U.S. 377. (The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its October 1, 2019, meeting).**

BACKGROUND INFORMATION: The Trailwood Phase 2 development is generally located south of Cross Timbers Road and west of U.S. 377. The site is approximately 63.868 acres in size. The site is currently zoned for Planned Development District No. 136 (PD-136) with Single-Family District-5 (SF-5) uses and master planned for the Denton Creek District with High Density Residential uses. According to the tree survey for the project, the site contains nine (9) specimen trees. The applicant is requesting to remove one (1) specimen tree. The specimen tree proposed for removal (Tree #3712 – 21 cedar elm) is in good condition and located within the proposed buildable area.

The Town's tree ordinance requires that specimen trees removed from the site be replaced at a rate of two times their caliper inches. Based on its size, 42" of replacement trees, equaling 14 three-inch caliper trees, will be required for the one (1) specimen tree being requested for removal on this site. In addition, protected trees removed from the buildable area will also require replacement at a tree-for-tree rate.

BOARD REVIEW/CITIZEN FEEDBACK: This application was considered by the Environmental Conservation Commission (ECC) at its October 1, 2019, meeting. The ECC recommended approval of the requested permit to remove the specimen trees. A link to the ECC meetings can be found at: **https://tx-flowermound.civicplus.com/index.aspx?NID=969**

As of October 18, 2019, staff has not received feedback related to this item.

ALTERNATIVES/OPTIONS: The Town Council may approve or deny the requested tree removal permit, or may choose to approve the permit with conditions or changes.

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Letter from the applicant indicating the reason(s) for the tree removal permit request.
2. Specimen tree removal permit application.
3. Photograph of the specimen tree proposed for removal.
4. Tree Survey.

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

Attachment 1

July 2, 2019

Jimmy Hoefert, Environmental Review Analyst
Town of Flower Mound
1001 Cross Timbers Road, Suite 2330
Flower Mound, TX 75028

Reference: Tree Removal Permit Application
Trailwood Phase II
Town of Flower Mound
Denton County, Texas

Dear Mr. Hoefert;

On behalf of the owner/developer on the aforementioned property, we are requesting that (1) specimen tree (as outlined on the attached tree removal exhibit), as defined in the TOFM Tree Preservation Code, be removed. The tree is being requested to be removed due to the infrastructure and onsite grading which thereby means the subject development cannot reasonably be developed, based on economic and/or practical considerations, without removal of the tree included in the permit application.

TREE TABULATION FROM THE SPECIMEN TREE SURVEY

Total specimen trees on site to be saved: 8

TREE TAG #	CALIPER (“)	COMMON NAME
394	33	Cedar Elm
395	25	Cedar Elm
396	25	Cedar Elm
397	26	Cedar Elm
398	22	Cedar Elm
399	22	Cedar Elm
400	27	Cedar Elm
3740	19	Cedar Elm

Total specimen trees off site to be removed due to infrastructure and grading: 1

TREE TAG #	CALIPER (“)	COMMON NAME
3712	21	Cedar Elm

The mitigation requirement for tree #3712 will include and a standard mitigation rate of 2x the caliper inches of the tree removed. (14) 3" cal. Trees or equivalent preservation credits under section 94-40 of the town ordinance will be required to fulfill the mitigation requirement.

Due to preexisting conditions, infrastructure, grading, Town of Flower Mound Engineering Standards, and site conditions, this specimen tree is not able to be saved. The site plan before you appears to be the most beneficial for taking into account all the site constraints and opportunities.

We are requesting the following specimen tree to be removed:

Tree #3712, 21" Cedar Elm

Thank you for your consideration.

Based on the above data, I respectfully ask that the aforementioned trees be allowed to be removed from the site.

Respectfully submitted,

Jameson Pinson, PLA
Landscape Architect, TX #2826

Attachment 2

Town of Flower Mound

Application for:

TREE REMOVAL PERMIT

(Effective for Developments submitted 10/6/08 - present)

Check one: ___Protected Tree ✓Specimen Tree ___Historic Tree

1. Applicant- Note: Must be a licensed Landscape Architect or Registered Arborist

Name: Jamison Pinson, PLA

Address: 201 Countryview Drive
Roanoke, Tx 76262

Phone: 940.240.1012 ext 522

Applicant's Legal Interest in the Property: Landscape Architect

2. Property Owner(s)

Name(s): Trailwood Investments, LP
Address: 218 West Wall Street
Grapevine Tx

3. Location and Legal Description of Property:
Trailwood Phase II, directly South of Phase I on 1171 and west of the railroad tracks. 63.855 acres in the B. Wheeler Survey, abstract No. 1605 MEP & P. R.R. Co Survey, Abstract No 922 Flower Mound, Denton County

4. Owner's Authorization of Representation

I, Trailwood Investments LP the owner of the above described real property, do hereby authorize Jameson Pinson to represent my interests and to file an Application for Tree Removal Permit for said real property, pursuant to the terms and provisions of Chapter 94 (Trees), of the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances.

Signature of Owner Vice President

B HOPPER
Notary ID #123972031
My Commission Expires
February 28, 2021

Given Under My Hand and Seal of Office
This the 13 Day of September, 2019
B Hopper
Notary Public
In and For Tarrant County, Texas.

5. Applicants Affidavit- Note: Applicant must be a licensed Landscape Architect or Registered Arborist.

Subject to criminal penalties contained in Subpart B, the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances, I Jameson Pinson, do hereby swear or affirm that all of the Information contained herein and submitted herein is, to the best of my knowledge, true, correct and complete and that no false, misleading or incomplete information has been intentionally provided or submitted with this Application for a Tree Removal Permit.

Signature of Applicant

Landscape Architect License No. 2821
State of Licensure Texas
Or ISA Certified Arborist No. _____

Carolyn Marie King
My Commission Expires
09/14/2021
ID No. 126801905

Given Under My Hand and Seal of Office
This the 13 Day of September, 2019
Carolyn Marie King
Notary Public
In and For Denton County, Texas

6. Received by Town of Flower Mound on (Date) 9/13/2019 by (initials) JRH.

7. REQUIRED SUBMITTALS CHECKLIST

a. Two (2) copies of this application signed and notarized

b. Two (2) copies of the site plan, development plan, or concept plan or landscape plan where applicable.

c. Two (2) copies of the Tree Survey drawn to the largest practicable scale and indicating the items as required by the Town's Tree Ordinance.

d. (A) photograph(s) or other evidence indicating that (a) sign(s) has/have been placed on the lot or tract as required by Chapter 94 of the Town's code of ordinances. Photograph(s) shall be taken from the street(s).

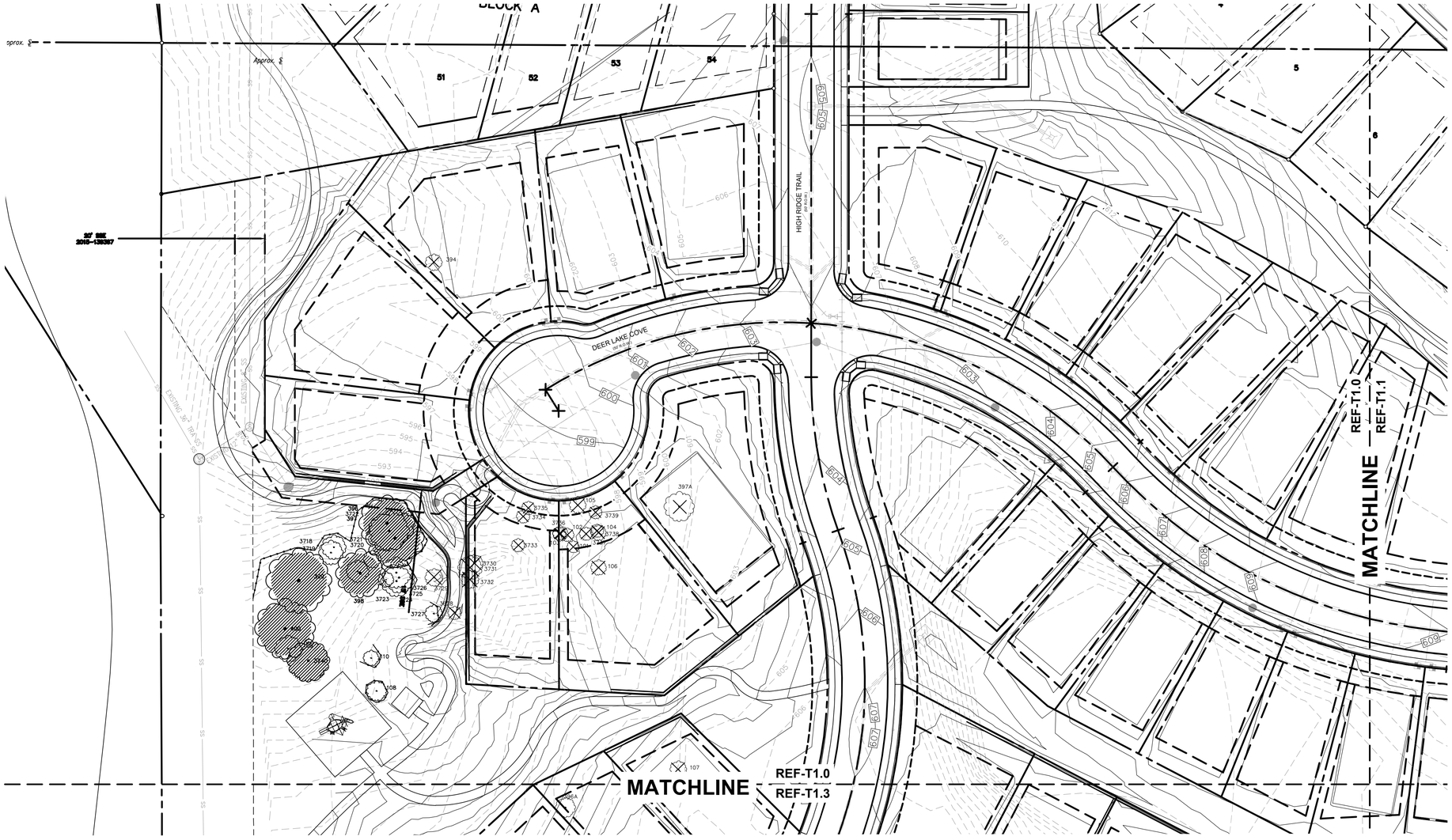
e. A photograph of each tree, requiring a tree removal permit, which is proposed for removal.

f. A written document fully explaining the reasons for removal of the Protected, Specimen or Historic tree.

g. A $250 Administrative fee per Specimen or Historic Tree proposed for removal, not to exceed a total of $1,000 per permit application.

h. A CD, or equivalent, containing an electronic copy (PDF) of the above required documents. These will be used for record keeping purposes and will be included in the electronic agenda packets for the Environmental Conservation Commission, and the Town Council agenda packets.

Trailwood Phase 2 -
Specimen tree proposed for removal



NORTH

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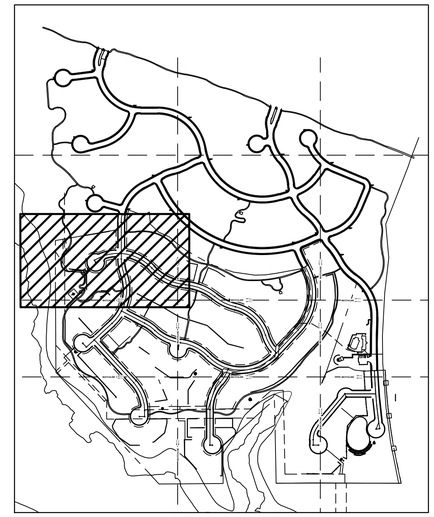

SCALE - 1:500

LEGEND

- PROTECTED TREE TO REMAIN
- PROTECTED TREE TO REMOVE
- SPECIMEN TREE TO REMAIN
- SPECIMEN TREE TO BE REMOVED

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES. JAMESON PINSON LANDSCAPE ARCHITECT # 2826 DATED 9/25/2019

REGISTERED LANDSCAPE ARCHITECT
JAMESON R. PINSON
2826
STATE OF TEXAS

OWNER/DEVELOPER
TRAILWOOD INVESTMENTS, LP
218 WEST WALL STREET
GRAPEVINE, TX
Ph. (817) 873-0520
Contact: ROB BETANCUR

The John R. McAdams Company, Inc.
(DBA McAdams)
111 Hillside Drive
Lewisville, Texas 75057
972. 436. 9712

201 Country View Drive
Roanoke, Texas 76262
940. 240. 1012

TBPE: 19762 TBPLS: 10194440
www.mcadamsco.com

TRAILWOOD PHASE II

TRAILWOOD PHASE II
63.868 Acres
in the
B. WHEELER SURVEY, ABSTRACT NO. 1605
M.E.P. & P. R.R. CO. SURVEY, ABSTRACT NO. 922
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

TREE SURVEY

Drawn By: LD
Date: 06/17/2019
Scale: 1"=40'
Revisions:

ZEN-19010

T1.0

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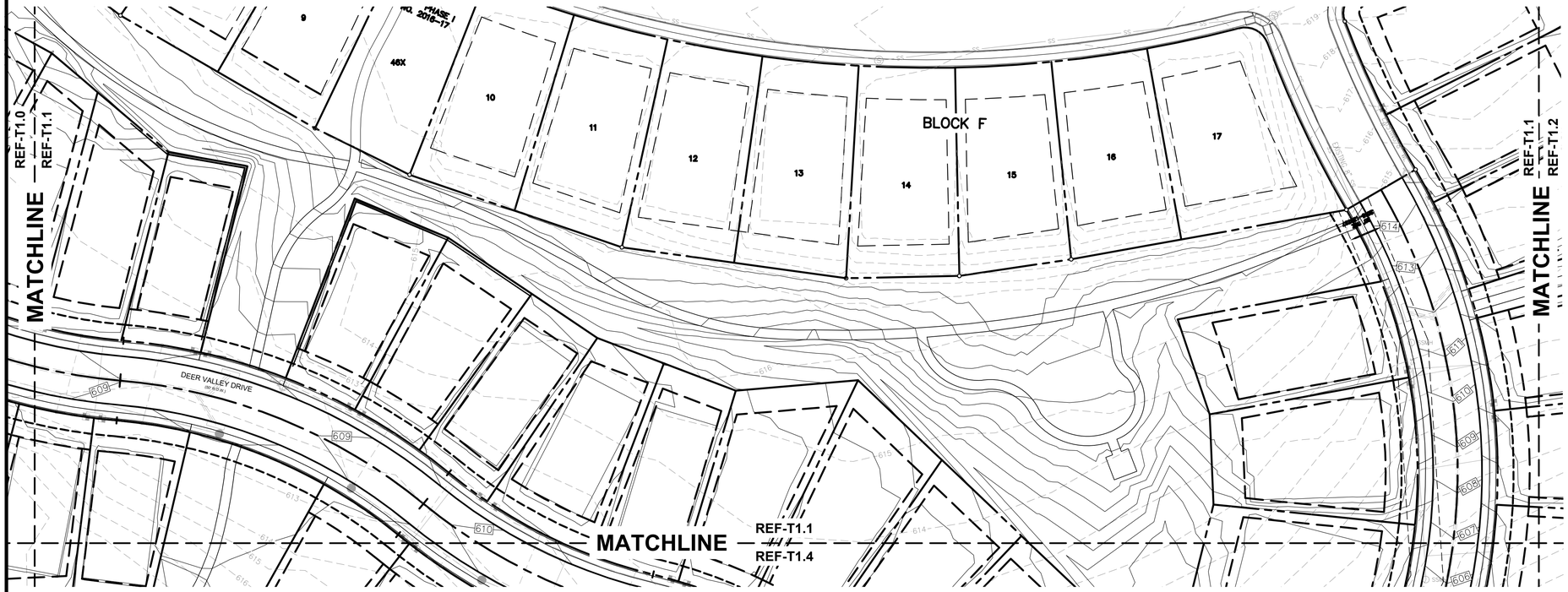

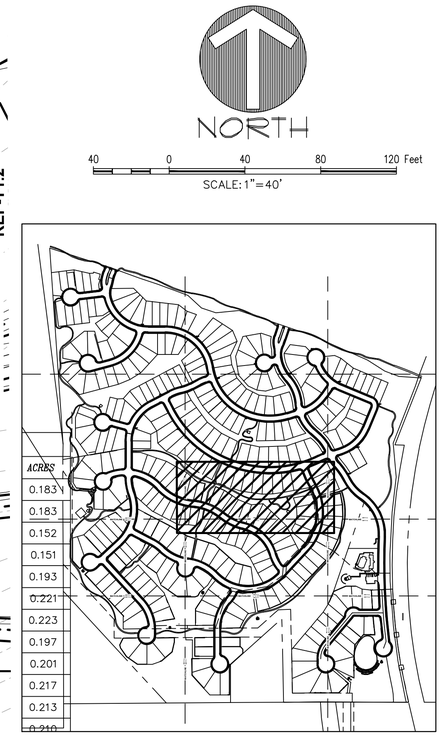

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LEGEND

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TREE SURVEY

Drawn By: JP
Date: 06/17/2019
Scale: 1"=40'
Revisions:

ZEN-19010

T1.1

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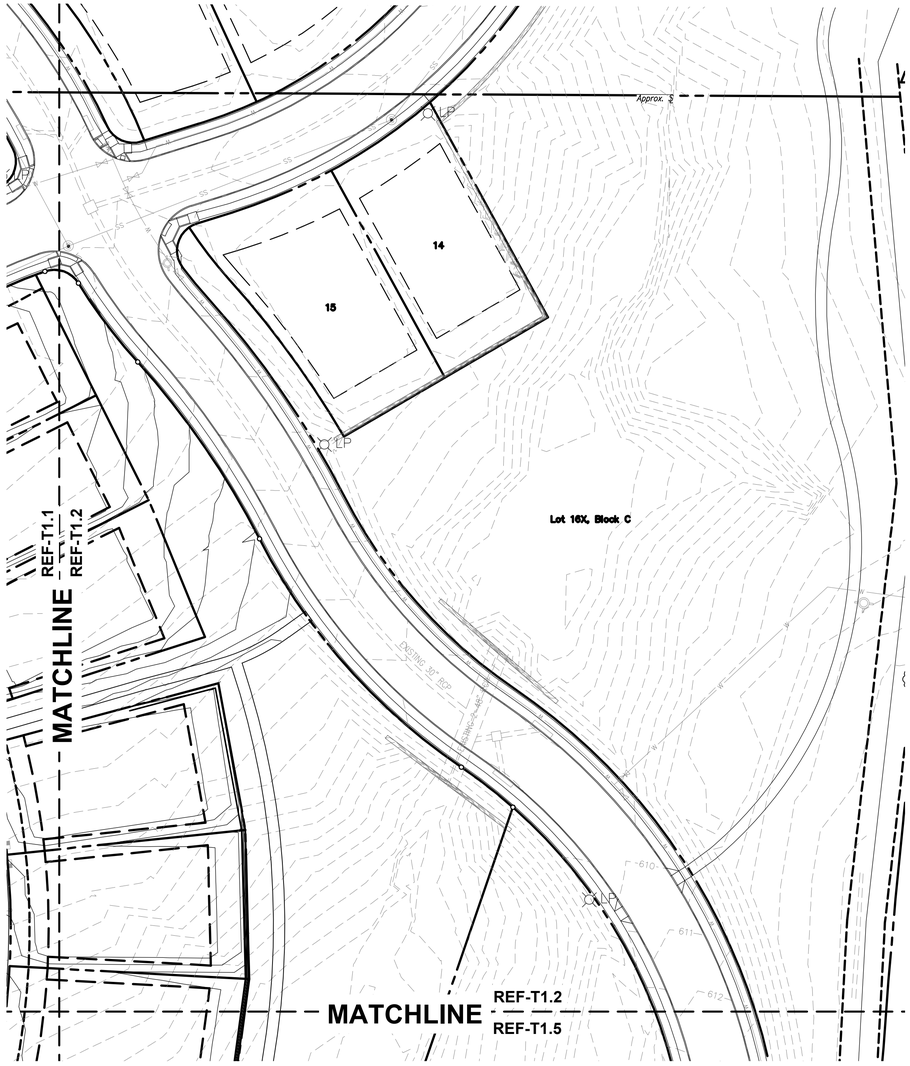

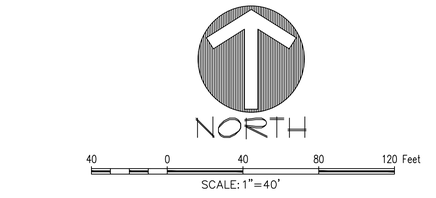

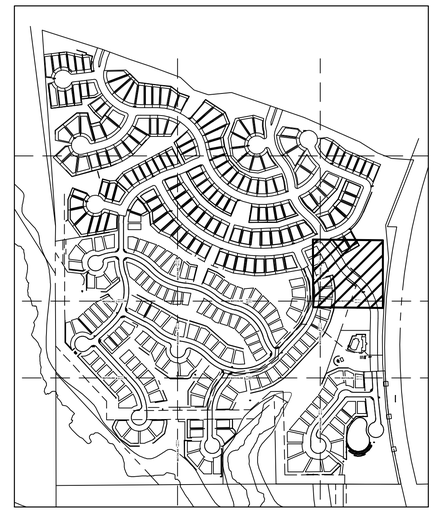

SCALE - 1:500

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DATED 9/25/2019

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2826
STATE OF TEXAS

OWNER/DEVELOPER
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McADAMS

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M.E.P. & P. R.R. CO. SURVEY, ABSTRACT NO. 922
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

TREE SURVEY

Drawn By: JP
Date: 06/17/2019
Scale: 1"=40'
Revisions:

ZEN-19010

T1.2

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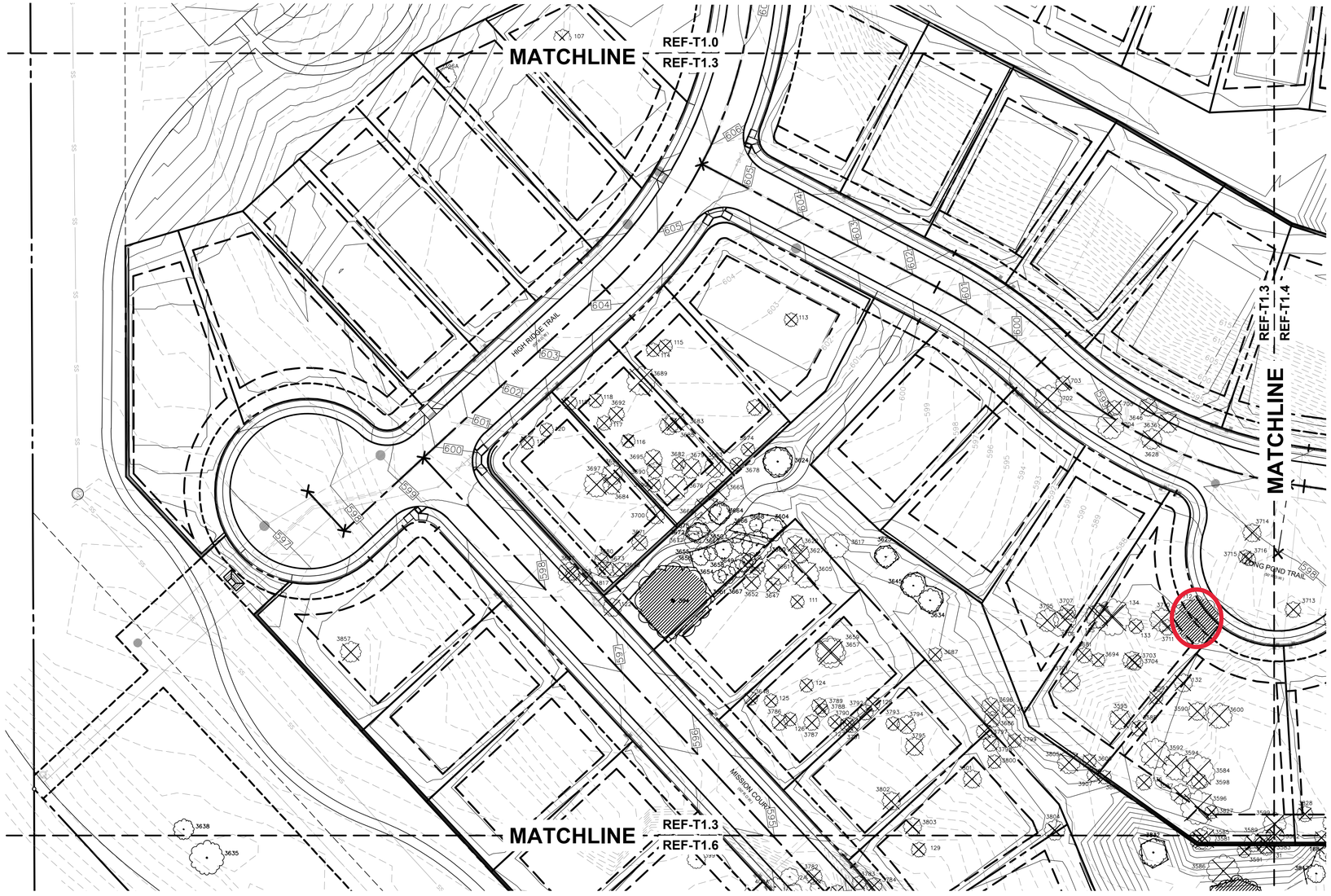

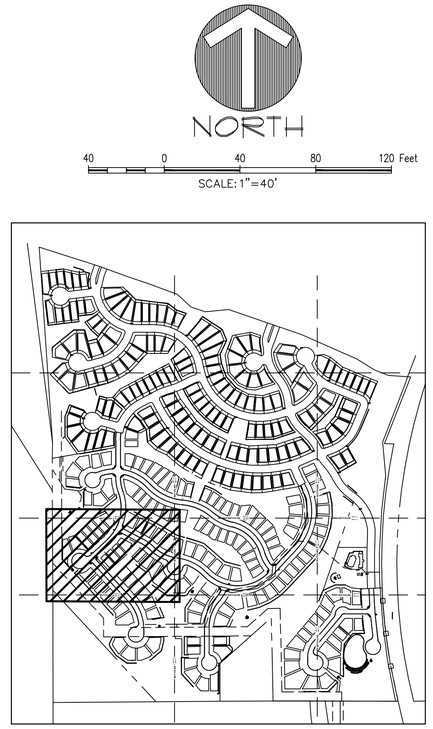

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NORTH

40 0 40 80 120 Feet

SCALE: 1"=40'

LEGEND

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TREE SURVEY

Drawn By: JP
Date: 06/17/2019
Scale: 1"=40'
Revisions:

ZEN-19010

T1.3

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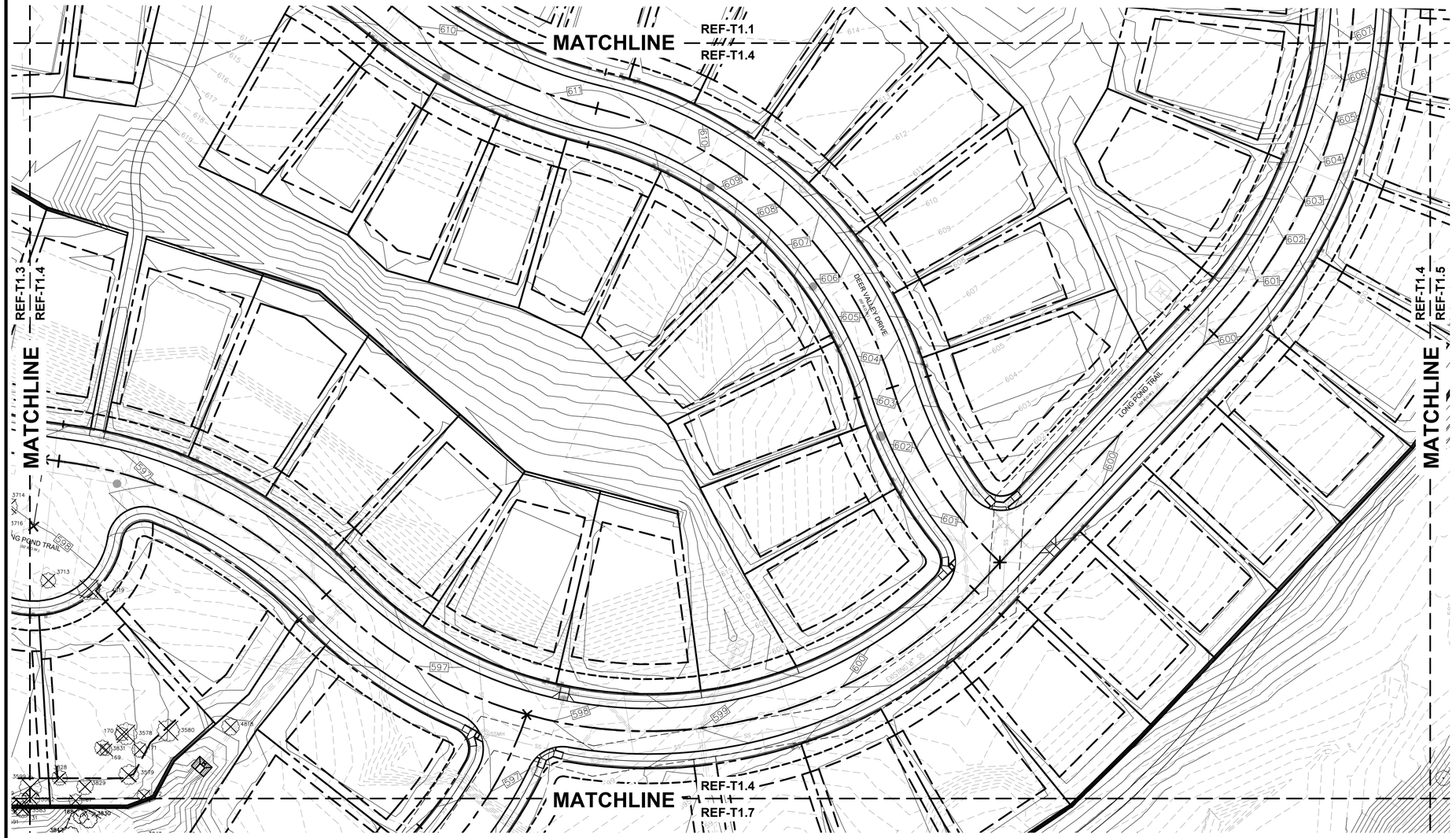

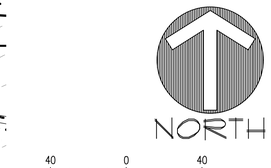

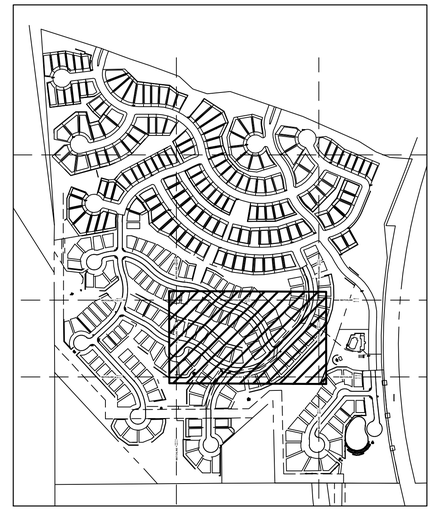

SCALE - 1:500

LEGEND

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DATED 9/25/2019

REGISTERED LANDSCAPE ARCHITECT
JAMESON R. PINSON
2826
STATE OF TEXAS

OWNER/DEVELOPER
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218 WEST WALL STREET
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TRAILWOOD PHASE II

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TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

TREE SURVEY

Drawn By: JP
Date: 06/17/2019
Scale: 1"=40'
Revisions:

ZEN-19010

T1.4

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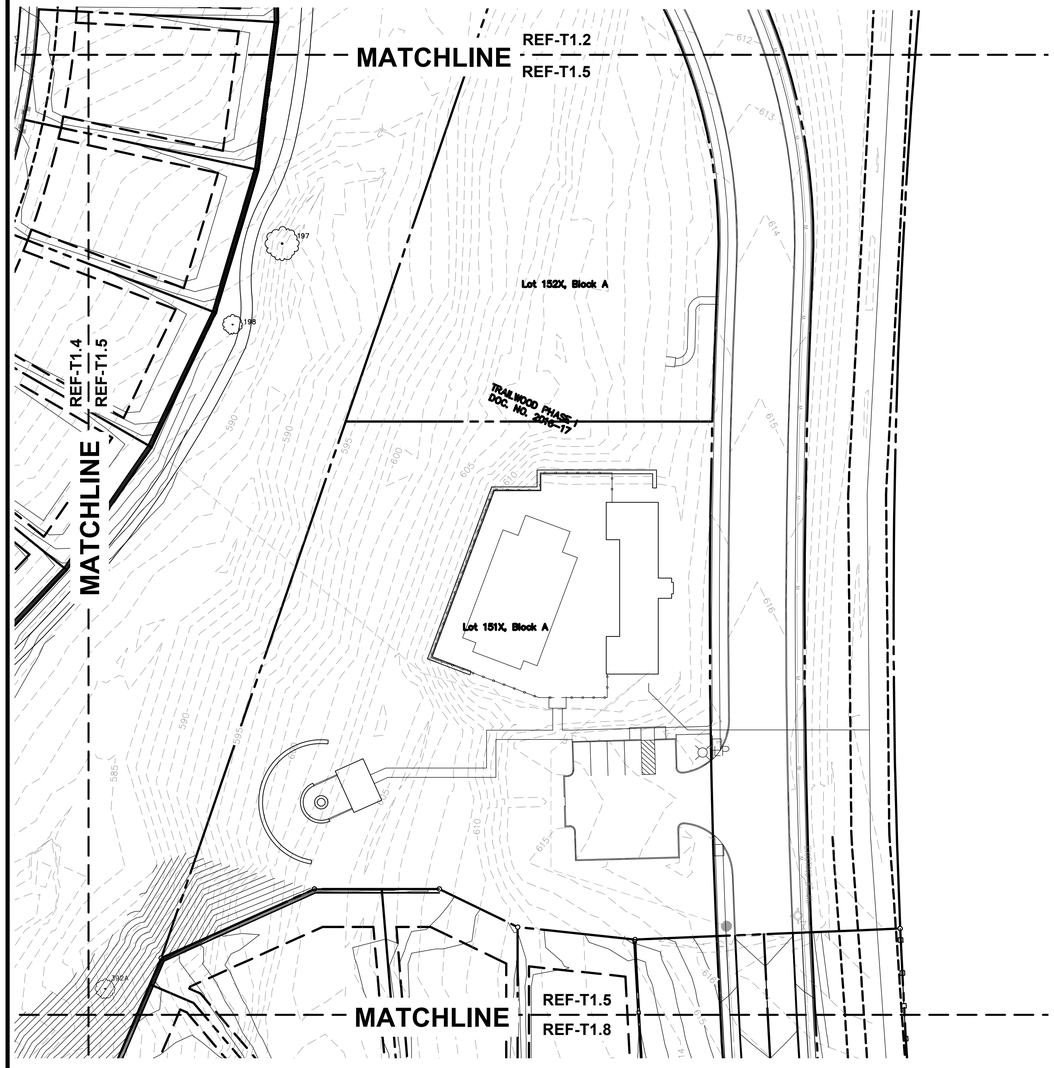

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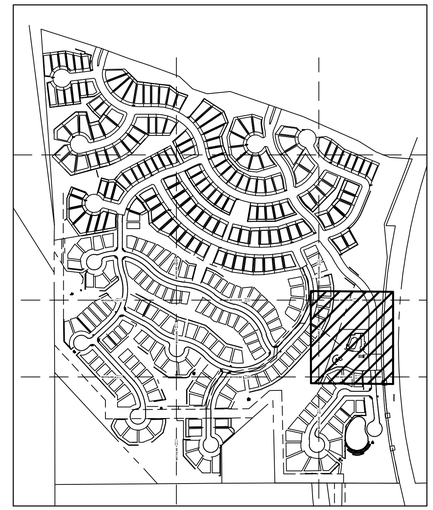

SCALE - 1:500

LEGEND

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DATED 9/25/2019

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JAMESON R. PINSON
2826
STATE OF TEXAS

OWNER/DEVELOPER
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McADAMS

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TREE SURVEY

Drawn By: JP
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ZEN-19010

T1.5

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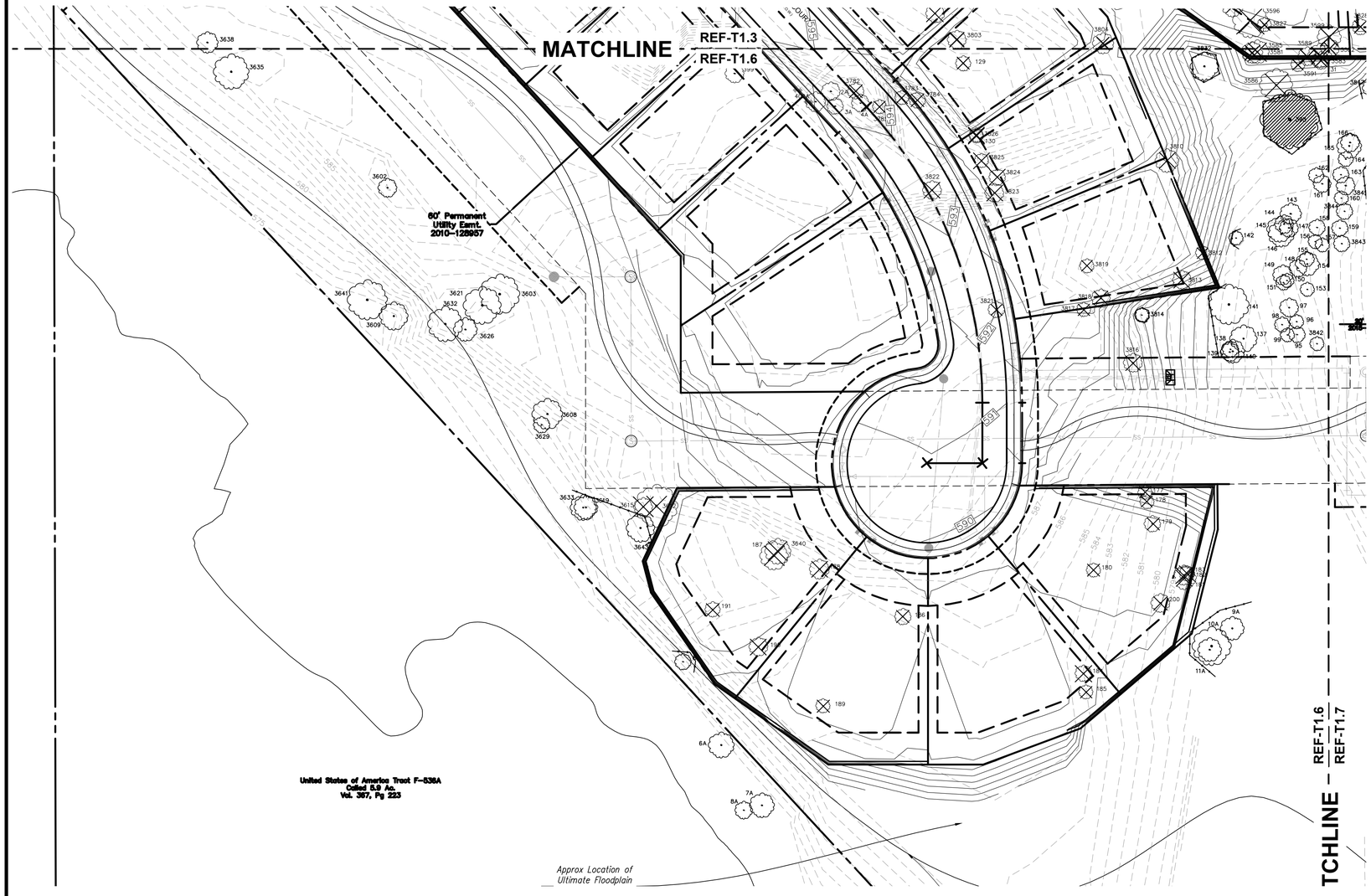

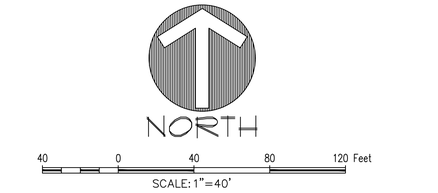

SCALE - 1:500

LEGEND

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TREE SURVEY

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Scale: 1"=40'
Revisions:

ZEN-19010

T1.6

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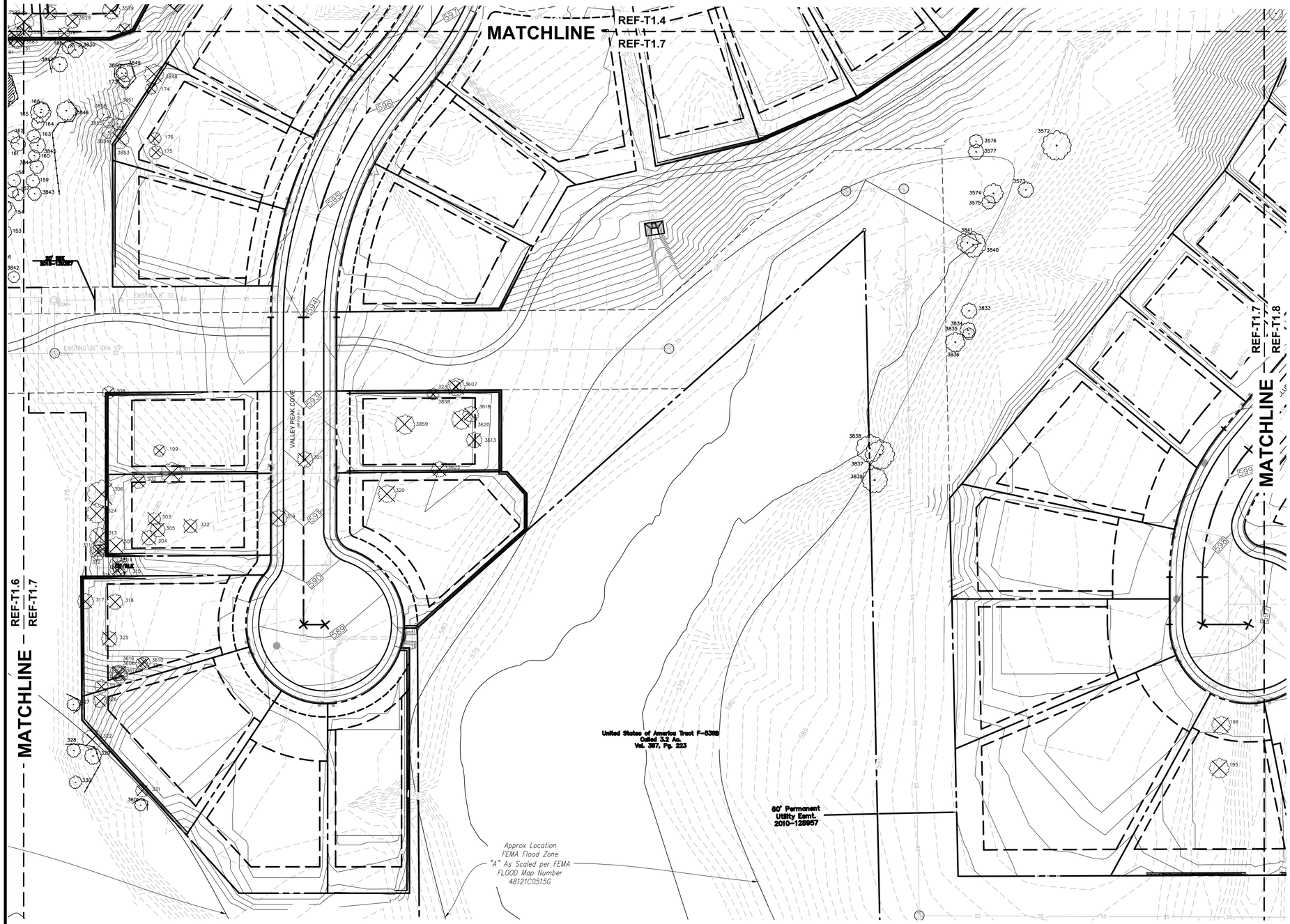

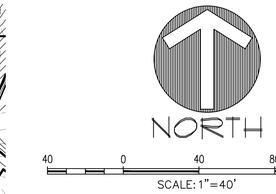

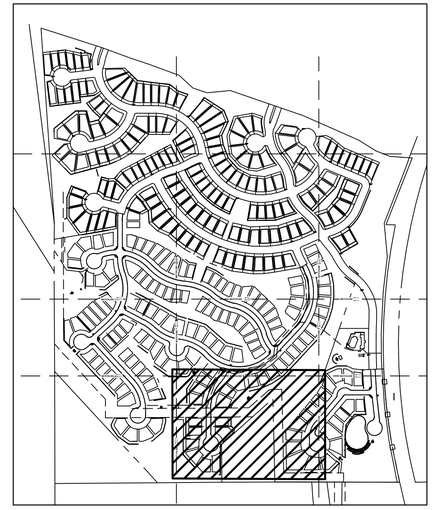

SCALE - 1:500

LEGEND

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63.868 Acres
in the
B. WHEELER SURVEY, ABSTRACT NO. 1605
M.E.P. & P. RR. CO. SURVEY, ABSTRACT NO. 922
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

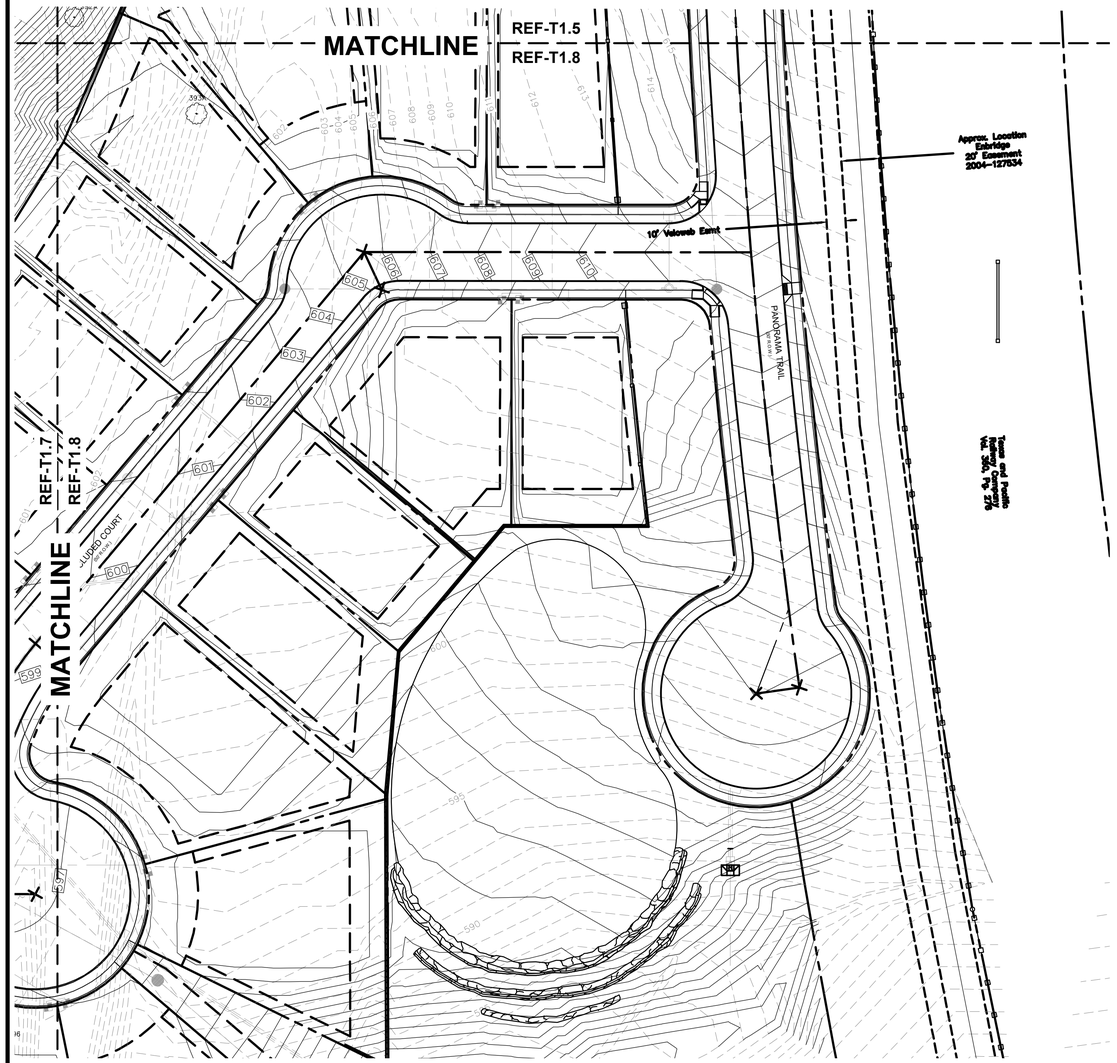
TREE SURVEY

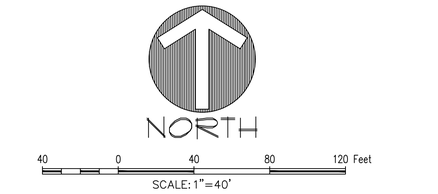
Drawn By: JP
Date: 06/17/2019
Scale: 1"=40'
Revisions:

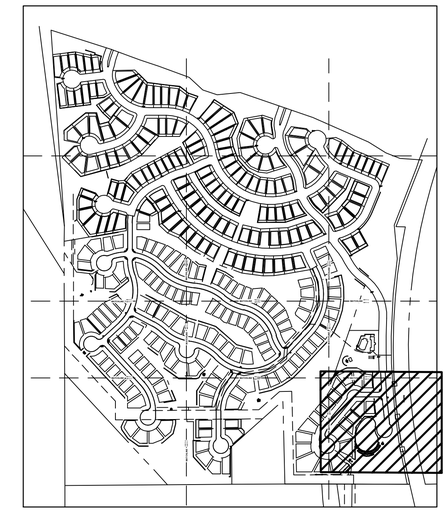
ZEN-19010

T1.7

File: J:\Projects\ZEN\ZEN-19010\Drawings\VP & Const Plans\SHEETS\ZEN-19010 TS
Plotted: 9/25/2019 8:40 AM, by Hall, Lorie; Saved: 9/25/2019 8:25 AM, by Hall







SCALE - 1:500

LEGEND

- PROTECTED TREE TO REMAIN
- PROTECTED TREE TO REMOVE
- SPECIMEN TREE TO REMAIN
- SPECIMEN TREE TO BE REMOVED

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.
JAMESON PINSON LANDSCAPE ARCH # 2826
DATED 9/25/2019

JAMESON P. PINSON
REGISTERED LANDSCAPE ARCHITECT
2826
STATE OF TEXAS

OWNER/DEVELOPER
TRAILWOOD INVESTMENTS, LP
218 WEST WALL STREET
GRAPEVINE, TX
Ph. (817) 873-0520
Contact: ROB BETANCUR

The John R. McAdams Company, Inc.
(DBA: Cobb | McAdams)
111 Hillside Drive
Lewisville, Texas 75057
972. 436. 9712

201 Country View Drive
Roanoke, Texas 76262
940. 240. 1012

TBPE: 19762 TBPLS: 10194440
www.mcadamsco.com

TRAILWOOD PHASE II

TRAILWOOD PHASE II
63.868 Acres
in the
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TREE SURVEY

Drawn By: JP
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File: Z:\Projects\ZEN\ZEN-19010\Drawings\FP & Const Plans\SHEETS\ZEN-19010 TS
Plotted: 9/25/2019 8:40 AM, by Holt, Lynn; Saved: 9/25/2019 8:25 AM, by Holt

LIST #	TREE #	CAL. INCH	COMMON NAME	SCIENTIFIC NAME	PROTECTED	SPECIMEN	REMOVED	REMARKS	CREDITS
1	95	7	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
2	96	6	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
3	97	8	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
4	98	6.5	TEXAS ASH	Fraxinus texensis	YES	NO	NO		1
5	99	6	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
6	101	7	CEDAR ELM	Ulmus crassifolia	YES	NO	YES	Multitrunk	-1
7	102	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
8	103	9	CEDAR ELM	Ulmus crassifolia	YES	NO	YES	Multitrunk	-1
9	104	7	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
10	105	7.5	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
11	106	10	CEDAR ELM	Ulmus crassifolia	YES	NO	YES	Multitrunk	-1
12	107	7.5	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
13	108	9	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
14	109	12	CHITTAMWOOD	Gum bumelia	YES	NO	NO		1
15	110	7	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
16	111	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
17	112	7	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
18	113	6	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
19	114	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
20	115	9	CEDAR ELM	Ulmus crassifolia	YES	NO	YES	Multitrunk	-1
21	116	9.5	CEDAR ELM	Ulmus crassifolia	YES	NO	YES	Multitrunk	-1
22	117	6.5	AMERICAN ELM	Ulmus americana	YES	NO	YES		-1
23	118	6.5	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
24	119	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
25	120	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
26	121	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES	Multitrunk	-1
27	122	8	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
28	123	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
29	124	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
30	125	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
31	126	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
32	127	6	TEXAS ASH	Fraxinus texensis	YES	NO	YES		-1
33	128	8.5	CEDAR ELM	Ulmus crassifolia	YES	NO	YES	Multitrunk	-1
34	129	6.5	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
35	130	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
36	131	7.5	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
37	132	8	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
38	133	6.5	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
39	134	16	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
40	135	11	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
41	136	7	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
42	137	11.5	PECAN	Carya illinoinensis	YES	NO	NO		1
43	138	7	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
44	139	8	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
45	140	10	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
46	141	17	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
47	142	6	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
48	143	9	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
49	144	8	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
50	145	11	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
51	146	11	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
52	147	22	CEDAR ELM	Ulmus crassifolia	YES	NO	NO	Multitrunk	4
53	148	7.5	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
54	149	8.5	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
55	150	6	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
56	151	6.5	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
57	153	6	TEXAS ASH	Fraxinus texensis	YES	NO	NO		1
58	154	10	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
59	155	6.5	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
60	156	6	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
61	157	6	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
62	158	7	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
63	159	7	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
64	160	6	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
65	161	7.5	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
66	162	6.5	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
67	163	7	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
68	164	6.5	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
69	165	10.5	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
70	166	8	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
71	167	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
72	168	6.5	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
73	169	8.5	CEDAR ELM	Ulmus crassifolia	YES	NO	YES	Multitrunk	-1
74	170	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
75	171	7	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
76	172	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
77	173	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
78	174	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
79	175	7	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
80	176	6.5	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
81	177	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
82	178	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
83	179	7	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
84	180	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES	Multitrunk	-1
85	181	10	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
86	182	8.5	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
87	183	6.5	CEDAR ELM	Ulmus crassifolia	YES	NO	YES	Multitrunk	-1
88	184	7	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
89	185	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
90	186	7	AMERICAN ELM	Ulmus americana	YES	NO	YES		-1
91	187	12	TEXAS ASH	Fraxinus texensis	YES	NO	YES		-1
92	188	8.5	TEXAS ASH	Fraxinus texensis	YES	NO	YES		-1
93	189	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
94	190	8	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
95	191	6.5	CEDAR ELM	Ulmus crassifolia	YES	NO	YES	Multitrunk	-1
96	192	10.5	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
97	193	6	HERCULES CLUB	Zanthoxylum clava-herculis	NO	NO	YES		-1
98	194	7.5	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
99	195	10	PECAN	Carya illinoinensis	YES	NO	YES		-1
100	196	15.5	CHITTAMWOOD	Gum bumelia	YES	NO	YES		-1
101	197	12	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
102	198	7	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
103	199	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
104	200	8	CEDAR ELM	Ulmus crassifolia	YES	NO	YES	Multitrunk	-1
105	301	11	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
106	302	7.5	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
107	303	6.5	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
108	304	7.5	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
109	305	7.5	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
110	306	14	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
111	308	6.5	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
112	309	9	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
113	310	8.5	CEDAR ELM	Ulmus crassifolia	YES	NO	YES	Multitrunk	-1
114	311	8	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
115	312	8	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
116	313	9.5	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
117	314	9.5	CEDAR ELM	Ulmus crassifolia	YES	NO	YES	Multitrunk	-1
118	315	8	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
119	316	7	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
120	317	8	TEXAS ASH	Ulmus crassifolia	YES	NO	YES		-1
121	318	8	TEXAS ASH	Ulmus crassifolia	YES	NO	YES		-1
122	319	8.5	TEXAS ASH	Fraxinus texensis	YES	NO	YES		-1
123	320	9	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
124	321	8	CEDAR ELM	Ulmus crassifolia	YES	NO	YES	Multitrunk	-1
125	322	10.5	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
126	323	8.5	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
127	324	10	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
128	325	8	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
129	326	7	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
130	327	6.5	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
131	328	7	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
132	329	11.5	CEDAR ELM	Ulmus crassifolia	YES	NO	NO	Multitrunk	1
133	330	8.5	CEDAR ELM	Ulmus crassifolia	YES	NO	NO	Multitrunk	1
134	331	6.5	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
135	332	7	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
136	394	33	CEDAR ELM	Ulmus crassifolia	YES	YES	NO		6
137	395	25	TEXAS ASH	Fraxinus texana	YES	YES	NO		5
138	396	25	CEDAR ELM	Ulmus crassifolia	YES	YES	NO		5
139	397	26	CEDAR ELM	Ulmus crassifolia	YES	YES	NO		5
140	398	22	CEDAR ELM	Ulmus crassifolia	YES	YES	NO		4
141	399	22	CEDAR ELM	Ulmus crassifolia	YES	YES	NO		4
142	400	27	CEDAR ELM	Ulmus crassifolia	YES	YES	NO		5
143	702	12	CEDAR ELM	Ulmus crassifolia	YES	YES	NO		-1
144	703	6.5	CEDAR ELM	Ulmus crassifolia	YES	YES	NO		-1
145	704	12	CEDAR ELM	Ulmus crassifolia	YES	YES	NO		-1
146	705	6.5	CEDAR ELM	Ulmus crassifolia	YES	YES	NO		-1
147	3572	22.5	CEDAR ELM	Ulmus crassifolia	YES	NO	NO	Multitrunk	1
148	3573	8	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
149	3574	15	CEDAR ELM	Ulmus crassifolia	YES	NO	NO	Multitrunk	1
150	3575	10.5	CEDAR ELM	Ulmus crassifolia	YES	NO	NO	Multitrunk	1
151	3576	7	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
152	3577	8	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
153	3578	10	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
154	3579	9	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
155	3580	10	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
156	3581	9	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
157	3582	8	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
158	3583	10	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
159	3584	15	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
160	3585	10	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
161	3586	14	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
162	3587	9	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
163	3588	7	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
164	3589	8	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
165	3590	8	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
166	3591	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
167	3592	13	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
168	3593	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
169	3594	12	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
170	3595	9	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1

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McADAMS

TRAILWOOD PHASE II

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63.868 Acres
in the
B. WHEELER SURVEY, ABSTRACT NO. 1605
M.E.P. & P. RR. CO. SURVEY, ABSTRACT NO. 922
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TREE SURVEY

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JAMESON PINSON LANDSCAPE ARCHITECT
DATED 9/25/2019

REGISTERED LANDSCAPE ARCHITECT # 2826
JAMESON B. PINSON
STATE OF TEXAS
2826

Drawn By: JP
Date: 06/17/2019
Scale:
Revisions:

ZEN-19010

T1.9

OWNER/DEVELOPER
TRAILWOOD INVESTMENTS, LP
218 WEST WALL STREET
GRAPEVINE, TX
Ph. (817) 873-0520
Contact: ROB BETANCUR

File: J:\Projects\ZEN\ZEN-19010\Drawings\CP & Const Plans\SHEETS\ZEN-19010 TS
Plotted: 9/25/2019 8:40 AM, by Hall, Lorie Sheet: 9/25/2019 8:25 AM, by Hall

LIST #	TREE #	CAL. INCH	COMMON NAME	SCIENTIFIC NAME	PROTECTED	SPECIMEN	REMOVED	REMARKS	CREDITS
167	3596	15	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
168	3598	7	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
169	3599	10	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
170	3600	11	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
171	3601	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
172	3602	8	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
173	3603	17	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		3
174	3604	10	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
175	3605	18	CEDAR ELM	Ulmus crassifolia	YES	NO	YES	Multitrunk	-1
176	3606	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
177	3607	9	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
178	3608	13	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		3
179	3609	12	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
180	3610	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
181	3612	18	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
182	3613	8	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
183	3614	8	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
184	3615	12	CEDAR ELM	Ulmus crassifolia	YES	NO	YES	Multitrunk	-1
185	3616	8	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
186	3617	11	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
187	3618	8	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
188	3619	10	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
189	3620	10	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
190	3621	16	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		3
191	3622	8	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
192	3623	8	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
193	3624	12	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
194	3625	9	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
195	3626	10	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
196	3627	8	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
197	3628	9	CEDAR ELM	Ulmus crassifolia	YES	NO	YES	Multitrunk	-1
198	3628	9	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
199	3629	7	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
201	3631	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
202	3632	15	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		3
203	3633	11	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
204	3634	10	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
205	3635	15	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
206	3636	9	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
207	3637	9	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
208	3638	9	PECAN	Carya illinoinensis	YES	NO	NO		1
209	3640	11	PECAN	Carya illinoinensis	YES	NO	YES		-1
210	3641	17	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		3
211	3643	12	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
212	3645	10	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
213	3646	8	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
214	3647	7	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
215	3648	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
216	3649	6	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
217	3650	9	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
218	3651	8	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
219	3652	8	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
220	3653	11	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
221	3654	6	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
222	3655	8	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
223	3656	6	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
224	3657	13	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1

LIST #	TREE #	CAL. INCH	COMMON NAME	SCIENTIFIC NAME	PROTECTED	SPECIMEN	REMOVED	REMARKS	CREDITS
224	3658	8	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
225	3659	18	CEDAR ELM	Ulmus crassifolia	YES	NO	YES	Multitrunk	-1
226	3660	13	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
227	3661	13	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
228	3662	8	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
229	3663	9	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
230	3664	13.5	CEDAR ELM	Ulmus crassifolia	YES	NO	NO	Multitrunk	3
231	3665	15	CEDAR ELM	Ulmus crassifolia	YES	NO	YES	Multitrunk	-1
232	3666	9	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
233	3667	8	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
234	3668	12	CEDAR ELM	Ulmus crassifolia	YES	NO	NO	Multitrunk	1
235	3669	12	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
236	3670	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
237	3671	7	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
238	3672	7	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
239	3673	7	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
240	3674	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
241	3675	9	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
242	3676	11	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
243	3677	7	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
244	3678	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
245	3679	9	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
246	3680	9	CEDAR ELM	Ulmus crassifolia	YES	NO	YES	Multitrunk	-1
247	3681	7	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
248	3682	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
249	3683	9	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
250	3684	8	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
251	3685	8	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
252	3686	10.5	CEDAR ELM	Ulmus crassifolia	YES	NO	YES	Multitrunk	-1
253	3687	12	CEDAR ELM	Ulmus crassifolia	YES	NO	YES	Multitrunk	-1
255	3689	12	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
256	3690	7	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
257	3692	10.5	CEDAR ELM	Ulmus crassifolia	YES	NO	YES	Multitrunk	-1
258	3693	9	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
259	3694	9	CEDAR ELM	Ulmus crassifolia	YES	NO	YES	Multitrunk	-1
260	3695	8	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
261	3696	8	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
262	3697	11	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
264	3699	9	CEDAR ELM	Ulmus crassifolia	YES	NO	YES	Multitrunk	-1
263	3699	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
265	3700	8	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
266	3701	13.5	CEDAR ELM	Ulmus crassifolia	YES	NO	YES	Multitrunk	-1
267	3703	8	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
268	3704	7	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
269	3705	10	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
270	3706	10	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
271	3707	10.5	CEDAR ELM	Ulmus crassifolia	YES	NO	YES	Multitrunk	-1
274	3710	10	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
275	3711	10.5	CEDAR ELM	Ulmus crassifolia	YES	NO	YES	Multitrunk	-1
276	3712	21	CEDAR ELM	Ulmus crassifolia	YES	YES	YES		-42
277	3713	7	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
278	3714	8	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
279	3715	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
280	3716	9	CEDAR ELM	Ulmus crassifolia	YES	NO	YES	Multitrunk	-1
281	3718	11	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1

LIST #	TREE #	CAL. INCH	COMMON NAME	SCIENTIFIC NAME	PROTECTED	SPECIMEN	REMOVED	REMARKS	CREDITS
282	3719	11	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
283	3720	10	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
284	3721	12	CEDAR ELM	Ulmus crassifolia	YES	NO	NO	Multitrunk	1
285	3722	18	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		3
286	3723	7	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
287	3724	14	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		3
288	3725	14	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		3
289	3726	14	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		3
290	3727	16	CEDAR ELM	Ulmus crassifolia	YES	NO	NO	Multitrunk	3
291	3729	8	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
292	3730	16	CEDAR ELM	Ulmus crassifolia	YES	NO	YES	Multitrunk	-1
293	3731	11	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
294	3732	16	CEDAR ELM	Ulmus crassifolia	YES	NO	YES	Multitrunk	-1
295	3733	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
296	3734	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
297	3735	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
298	3736	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
299	3737	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
300	3738	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
301	3739	9	CEDAR ELM	Ulmus crassifolia	YES	NO	YES	Multitrunk	-1
302	3740	19	CEDAR ELM	Ulmus crassifolia	YES	YES	NO		4
303	3782	10.5	CEDAR ELM	Ulmus crassifolia	YES	NO	YES	Multitrunk	-1
304	3783	9	CEDAR ELM	Ulmus crassifolia	YES	NO	YES	Multitrunk	-1
305	3784	7	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
306	3785	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
307	3786	7	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
308	3787	7	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
309	3788	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
310	3789	7	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
311	3790	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
312	3791	7	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
313	3792	7	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
314	3793	9	CEDAR ELM	Ulmus crassifolia	YES	NO	YES	Multitrunk	-1
315	3794	8	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
316	3795	12	CEDAR ELM	Ulmus crassifolia	YES	NO	YES	Multitrunk	-1
317	3797	10.5	CEDAR ELM	Ulmus crassifolia	YES	NO	YES	Multitrunk	-1
318	3798	7	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
319	3799	9	CEDAR ELM	Ulmus crassifolia	YES	NO	YES	Multitrunk	-1
320	3800	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
321	3801	8	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
322	3802	8	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
323	3803	12	CEDAR ELM	Ulmus crassifolia	YES	NO	YES	Multitrunk	-1
324	3804	9	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
325	3805	10	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
326	3809	9	CEDAR ELM	Ulmus crassifolia	YES	NO	YES	Multitrunk	-1
327	3810	10	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
328	3812	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
329	3813	8	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
330	3814	6	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
331	3816	8	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
332	3817	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
333	3818	8	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
334	3819	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
335	3821	7	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
336	3822	12	CEDAR ELM	Ulmus crassifolia	YES	NO	YES	Multitrunk	-1
337	3823	12	CEDAR ELM	Ulmus crassifolia	YES	NO	YES	Multitrunk	-1
338	3824	7	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1

The John R. McAdams Company, Inc.
(DBA McAdams)
111 Hillside Drive
Lewisville, Texas 75057
972. 436. 9712

201 Country View Drive
Roanoke, Texas 76262
940. 240. 1012

TBPE: 19762 TBPLS: 10194440
www.mcadamsco.com

TRAILWOOD PHASE II

TRAILWOOD PHASE II
63.868 Acres
in the
B. WHEELER SURVEY, ABSTRACT NO. 1605
M.E.P. & P. RR. CO. SURVEY, ABSTRACT NO. 922
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

TREE SURVEY

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
AND IS NOT INTENDED FOR CONSTRUCTION,
BIDDING, OR PERMIT PURPOSES.
JAMESON PINSON LANDSCAPE ARCHITECT
DATED 9/25/2019

REGISTERED LANDSCAPE ARCHITECT
JAMESON R. PINSON
2826
STATE OF TEXAS
2826

Drawn By: JP
Date: 06/17/2019
Scale:
Revisions:

ZEN-19010

T1.10

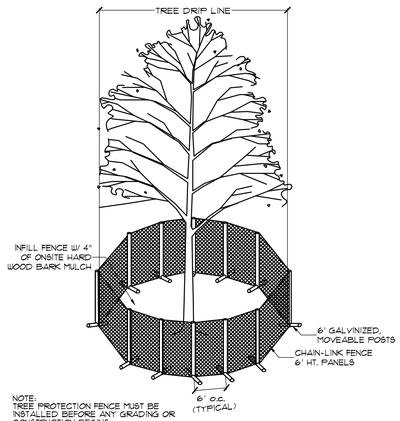
OWNER/DEVELOPER
TRAILWOOD INVESTMENTS, LP
218 WEST WALL STREET
GRAPEVINE, TX
Ph. (817) 873-0520
Contact: ROB BETANCUR

File: J:\Projects\ZEN\ZEN-19010\Drawings\CP & Const Plans\SHEETS\ZEN-19010 TS
Plotted: 9/25/2019 8:40 AM, by Hall, Lorie Sheet: 9/25/2019 8:25 AM, by Hall

LIST #	TREE #	CAL. INCH	COMMON NAME	SCIENTIFIC NAME	PROTECTED	SPECIMEN	REMOVED	REMARKS	CREDITS
339	3825	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
340	3826	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
341	3827	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
342	3828	7	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
343	3829	7.5	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
344	3830	8	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
345	3831	7	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
346	3832	12	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
347	3833	8	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
348	3834	8	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
349	3835	6	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
350	3836	10	CEDAR ELM	Ulmus crassifolia	YES	NO	NO	Multitrunk	1
351	3837	15	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		3
352	3838	14	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		3
353	3839	13	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		3
354	3840	13	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		3
355	3841	11	CEDAR ELM	Ulmus crassifolia	YES	NO	NO	Multitrunk	1
356	3842	6	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
357	3843	7	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
358	3844	7	AMERICAN ELM	Ulmus americana	YES	NO	NO		1
359	3845	8	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
360	3846	10.5	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
361	3847	8	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
362	3848	10	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
363	3849	9	CEDAR ELM	Ulmus crassifolia	YES	NO	YES	Multitrunk	-1
364	3850	9	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
365	3851	9	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
366	3852	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
367	3853	10	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
368	3854	7	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
369	3855	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
370	3856	7	CEDAR ELM	Ulmus crassifolia	YES	NO	YES	Multitrunk	-1
371	3857	13.5	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
372	3858	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
373	3859	10	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
374	3907	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
375	4818	8	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
376	4819	10	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
377	392A	7	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
378	393A	7.5	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
379	394A	7.5, 7	CEDAR ELM	Ulmus crassifolia	YES	NO	YES	Multitrunk	-1
380	395A	8	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
381	396A	9	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
382	397A	13.5, 8.5	CEDAR ELM	Ulmus crassifolia	YES	NO	YES	Multitrunk	-1
383	398A	7.5	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
384	399A	8	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
385	400A	8.5	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
386	1A	7.5, 6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES	Multitrunk	-1
387	2A	8	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
388	3A	7	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
389	4A	7.5	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1
390	5A	7, 5.5	CEDAR ELM	Ulmus crassifolia	YES	NO	NO	Multitrunk	1
391	6A	11	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
392	7A	10.5	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
393	8A	7.5	TEXAS ASH	Fraxinus texana	YES	NO	NO		1
394	9A	10	TEXAS ASH	Fraxinus texana	YES	NO	NO		1
395	10A	16.5	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
396	11A	10	CEDAR ELM	Ulmus crassifolia	YES	NO	NO		1
397	12A	7	CEDAR ELM	Ulmus crassifolia	YES	NO	YES		-1

TREE MITIGATION TABLE	
Total # of specimen trees:	9
Specimen trees to be removed:	1
Specimen tree credits (less PO):	38
Specimen tree mitigation (2X cal. Inches removed):	42
Protected trees:	392
Protected tree mitigation:	314
Protected Tree credits (less PO)	191
Credits for Post Oak tree preserved w/in B.A.:	0
Total required tree mitigation	-127
Total provided 3" cal. Mitigation trees	46 (3" cal.) trees

NOTE:
41 MITIGATION TREES PROVIDED ON THE LANDSCAPE PLAN.



NOTE:
TREE PROTECTION FENCE MUST BE INSTALLED BEFORE ANY GRADING OR CONSTRUCTION BEGINS.
LANDSCAPE ARCHITECT MUST BE PRESENT WHEN ANY WORK IS DONE WITHIN THE TREE PROTECTION FENCE.

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

TREE PRUNING, REMOVAL AND PROTECTION MEASURES

A. QUALITY ASSURANCE
1) Comply with applicable Federal, state, county and local regulations governing landscape work.
2) employ only experienced personnel. Provide adequate supervision by qualified foreman.

B. JOB CONDITIONS
1) Coordination: Coordinate and cooperate with other contractors to enable the work to proceed as rapidly and efficiently as possible.
2) In order to minimize conflict, secure from the Construction Manager copies of layout drawings showing the location of all underground utility lines and other structures

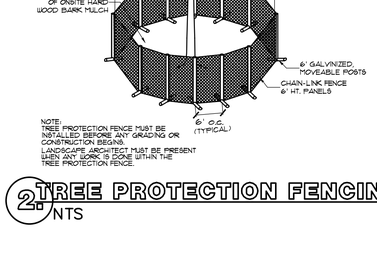
C. PRODUCTS
1) MULCH: Double shredded hardwood mulch free of sticks, dirt and other debris and derived from the site clearing.

D. DEFINITIONS
1) CRZ: Critical Root Zone: The soil space directly under the canopy of any tree, extending out at least 7 feet from the trunk or 2/3 the distance to the drip-line, whichever is greater.
2) TPZ: Tree Protection Zone: The entire soil space located directly under the drip-line of any tree (the entire drip-line).
3) CRS: Complete Root System: The soil space directly under the drip-line of any tree and an additional 7 feet beyond said drip-line.
4) TPF: Tree Protection Fence: The orange safety barrier netting that shall extend around the entire circumference of the tree at the TPZ.

E. PRE-CONSTRUCTION TREE PRUNING
1) Personnel Qualifications: All pruning shall be performed under the supervision of an international Society of Arboriculture (ISA) Certified Arborist.
2) All trees within the project area shall be pruned to:
   (i) Clear the crown of diseased, crossing, weak and dead wood to a minimum of 1 ½ inches in diameter
   (ii) Provide 14 feet of vertical clearance over streets and 8 feet over sidewalks.
   (iii) Remove stubs, cutting outside the wound-wood tissue that has formed around the branch.
   (iv) Reduce end weight on heavy, horizontal branches by selectively removing small diameter branches, no greater than 2 to 3 inches, near the ends of the scaffolds.
3) Pruning cuts shall be made in accordance with ANSI 300 Pruning Standard and work shall be performed in accordance with ANSI Z133.1 Safety Standards. Pruning shall be in accordance with ISA's Best Management Practices: Tree Pruning
4) No more than 20 percent of live foliage shall be removed from any tree.
5) Brush shall be chipped and chips shall be spread underneath trees within the tree protection zone to a maximum depth of 4 inches, leaving the trunk clear of mulch.

F. TREE REMOVAL
1) Trees preservation requires a commitment to preserving and maintaining retained trees, as well as removal of any unsuited trees within the Project Area.
2) All wood debris from all tree removals at the Project Site is to be chipped and stored on site for use in the tree preservation efforts at the discretion of the Landscape Architect.
3) The limits of all tree protection zones shall be staked in the field and observed by all contractors,
4) Any brush clearing required within the tree protection zone shall be accomplished with hand operated equipment.
5) Trees to be removed from within the tree protection zone shall be removed under the supervision of a Certified Arborist. The trees shall be cut near ground level and the stump ground out.

G. TREE PROTECTION
1) Before beginning work, the Project Manager, Landscape Architect and/or Owner or their agents are required to meet at the site to review all work procedures, access routes, storage areas, and tree protection measures. Any intended construction activities inside the TPZ shall be clearly outlines.
2) Fences shall be erected to protect trees to be preserved prior to construction equipment arriving on the Project Site. Fences will define the specific protection zone for each tree or group trees.
3) Fences are to be maintained and remain until all site work has been completed and final landscape operations begin. Fences may not be relocated or removed without written permission from the Landscape Architect. Fences may be constructed from 6 "T" stakes and orange web fence material
4) All trees to be preserved shall have 4 inches of hardwood mulch applied inside the tree protection zone. This hardwood mulch shall be replenished as necessary to maintain a 4 inch depth.
5) Construction trailers, traffic and storage areas must remain outside fenced areas at all times.
6) Tree roots extend out in a straight, radial direction from the tree much like spokes on a wheel (to a depth generally not exceeding 24"). All underground utilities and drain or irrigation lines shall be routed outside the tree protection zone. If lines must traverse the protection area, they shall be tunneled or bored under the tree. Trenches "airdug" with Air Spade (registered trademark) or similar technology are the exceptions. Irrigation line may routed in any direction outside the dripline of retained trees. Irrigation lines inside the drip-line must be in a straight, radial direction towards the tree trunk and terminate in a dead end sprinkler head no grater than 7 feet from a tree trunk (irrigation lines shall not in any way bisect and therefore damage the "spoke-like" root system).
7) No materials, equipment, spoil, or waste or washout water may be deposited, stored, or parked within the tree protection zone.
8) If unintentional injury should occur to any tree during construction, it shall be reported to the Landscape Architect within six hours so that remedial action can be taken, Timeliness is critical to tree health. The cost of any remedial treatments will become the burden of the offending contracting company.
9) Any grading, construction, demolition, or other work that in expected to encounter tree roots must be monitored by the Landscape Architect. Specific locations or tree tag numbers should be identified



NOTE:
TREE PROTECTION FENCE MUST BE INSTALLED BEFORE ANY GRADING OR CONSTRUCTION BEGINS.
LANDSCAPE ARCHITECT MUST BE PRESENT WHEN ANY WORK IS DONE WITHIN THE TREE PROTECTION FENCE.

2 TREE PROTECTION FENCING
NTS

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.
RON STEWART LANDSCAPE ARCHITECT NO. 791
DATED 9/25/2019

RONALD A. STEWART — REGISTERED LANDSCAPE ARCHITECT — 791 — STATE OF TEXAS

OWNER/DEVELOPER
TRAILWOOD INVESTMENTS, LP
218 WEST WALL STREET
GRAPEVINE, TX
Ph. (817) 873-0520
Contact: ROB BETANCUR

The John R. McAdams Company, Inc.
(DBA McAdams)
111 Hillside Drive
Lewisville, Texas 75057
972. 436. 9712

201 Country View Drive
Roanoke, Texas 76262
940. 240. 1012

TBPE: 19762 TBPLS: 10194440
www.mcadamsco.com

TRAILWOOD PHASE II

TRAILWOOD PHASE II
63.868 Acres
in the
B. WHEELER SURVEY, ABSTRACT NO. 1605
M.E.P. & P. R.R. CO. SURVEY, ABSTRACT NO. 922
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

TREE SURVEY

Drawn By:	JP
Date:	06/17/2019
Scale:	
Revisions:	
08/15/2019	
08/22/2019	

ZEN-19010

T1.11

File: Z:\Projects\ZEN\ZEN-19010\Drawings\CP & Const Plans\SHEETS\ZEN-19010 TS
Plotted: 9/25/2019 8:40 AM, by Hall, Lorie Sheet: 9/25/2019 8:25 AM, by Hall

TOWN COUNCIL AGENDA ITEM NO. 24

REGULAR ITEM

DATE: November 4, 2019

FROM: James Hoefert, Environmental Review Analyst

ITEM: **Public Hearing to consider an application for a tree removal permit for one (1) specimen tree on property proposed for development as Parkway Office Lakeside. The property is generally located south of Lakeside Parkway and east of Gerault Road. (The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its September 12, 2019, meeting).**

BACKGROUND INFORMATION: The Parkway Office Lakeside development is generally located south of Lakeside Parkway and east of Gerault Road. The site is approximately 7.85 acres in size. The site is currently zoned for Planned Development No. 83 (PD-83) with Campus Industrial use and is master planned for the Lakeside Business District Area Plan. The applicant is requesting to rezone the property to Planned Development District No. 174 (PD-174) with Campus Industrial District (CI) use. The applicant is requesting to remove the one (1) specimen tree located on the site (Tree #1963 – 24" post oak). The specimen tree proposed for removal is in good condition and is located within the proposed buildable area.

The Town's tree ordinance requires that specimen trees removed from the site be replaced at a rate of two times their caliper inches. Based on its size, 48" of replacement trees, equaling 16 three-inch caliper trees, will be required for the one (1) specimen tree being requested for removal on this site. In addition, protected trees removed from the buildable area will also require replacement at a tree-for-tree rate.

BOARD REVIEW/CITIZEN FEEDBACK: This application was considered by the Environmental Conservation Commission (ECC) at its September 12, 2019, meeting. The ECC recommended approval of the requested permit to remove the specimen trees. A link to the ECC meetings can be found at: **https://tx-flowermound.civicplus.com/index.aspx?NID=969**

As of October 18, 2019, staff has not received feedback related to this item.

ALTERNATIVES/OPTIONS: The Town Council may approve or deny the requested tree removal permit, or may choose to approve the permit with conditions or changes.

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Letter from the applicant indicating the reason(s) for the tree removal permit request.
2. Specimen tree removal permit application.
3. Photograph of the specimen tree proposed for removal.
4. Tree Survey.

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

BELLE FIRMA

Beautiful Landscapes.
Signature Services.

bellefirma.com

August 22, 2019

Environmental Conservation Commission
2121 Cross Timbers Road
Flower Mound, Texas 75028

Re: **Parkway Office Lakeside (ZPD19-0006)**
Flower Mound, Texas

To Whom it May Concern:

As the registered Landscape Architect for the above-mentioned project, we submit this letter to you to illustrate the intent to remove specimen tree #1963. Tree #1963 is a 24" diameter Post Oak (*Quercus stellata*) that is located on the 7.85-acre site at the southeast corner of Lakeside Parkway and Gerault Road. The proposed development will be the new headquarters for Parkway Construction & Architecture.

The existing specimen tree is in the northwest corner of the proposed building footprint. The existing Post Oak tree is approximately 104' inside the property line from Gerault Road and 327' inside the property line off Lakeside Parkway. Due to the hardship of the tree location in the building footprint, we propose to remove the specimen tree and mitigate the removal of the tree by payment into the tree fund.

If you have any questions or concerns, please feel free to contact me.

Sincerely,

Kori Haug, ASLA, CLARB
President
Belle Firma, Inc.

Attachment 2

Town of Flower Mound

Application for:

TREE REMOVAL PERMIT

(Effective for Developments submitted 10/6/08 - present)

Check one: ___**Protected Tree** _X_**Specimen Tree** ___**Historic Tree**

1. Applicant- Note: Must be a licensed Landscape Architect or Registered Arborist

Name:
Kori Haug, ASLA, CLARB - Belle Firma

Address:
4245 North Central Expy.
Suite 501
Dallas, TX 75205

Phone:
214-865-7192

Applicant's Legal Interest in the Property:
Landscape Architect - Texas Registration #2246

2. Property Owner(s)

Name(s): Rick Wojciechowski, P3 FM Development LLC.
Address: 1000 Civic Circle
Lewisville, Texas 75067

3. Location and Legal Description of Property:
Southeast corner of Lakeside Parkway and Gerault Road
Lot 4R1 and Lot 4R, Block A - Lakeside Ranch Business Park Addition

4. Owner's Authorization of Representation

I, Rick Wojciechowski, the owner of the above described real property, do hereby authorize Kori Haug - Belle Firma Inc. to represent my interests and to file an Application for Tree Removal Permit for said real property, pursuant to the terms and provisions of Chapter 94 (Trees), of the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances.

Signature of Owner

CRYSTAL STOUDEMIRE
Notary Public, State of Texas
Comm. Expires 04-05-2020
Notary ID 128945640

Given Under My Hand and Seal of Office
This the 22nd Day of August, 2019

Notary Public
In and For Denton County, Texas.

5. Applicants Affidavit- Note: Applicant must be a licensed Landscape Architect or Registered Arborist.

Subject to criminal penalties contained in Subpart B, the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances, I Kori Haug, do hereby swear or affirm that all of the Information contained herein and submitted herein is, to the best of my knowledge, true, correct and complete and that no false, misleading or incomplete information has been intentionally provided or submitted with this Application for a Tree Removal Permit.

Signature of Applicant

Landscape Architect License No. 2246
State of Licensure Texas
Or ISA Certified Arborist No.

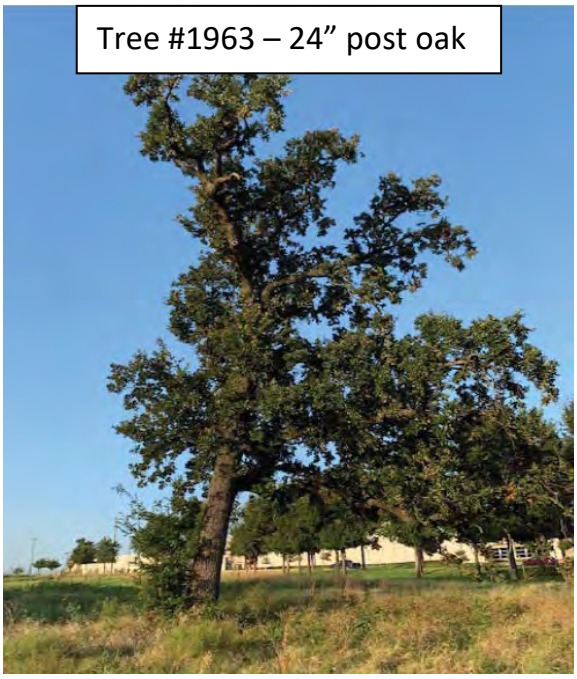
NICOLE PANKOW
Notary Public
State of Texas
ID # 13082992-3
My Comm. Expires 09-22-2020

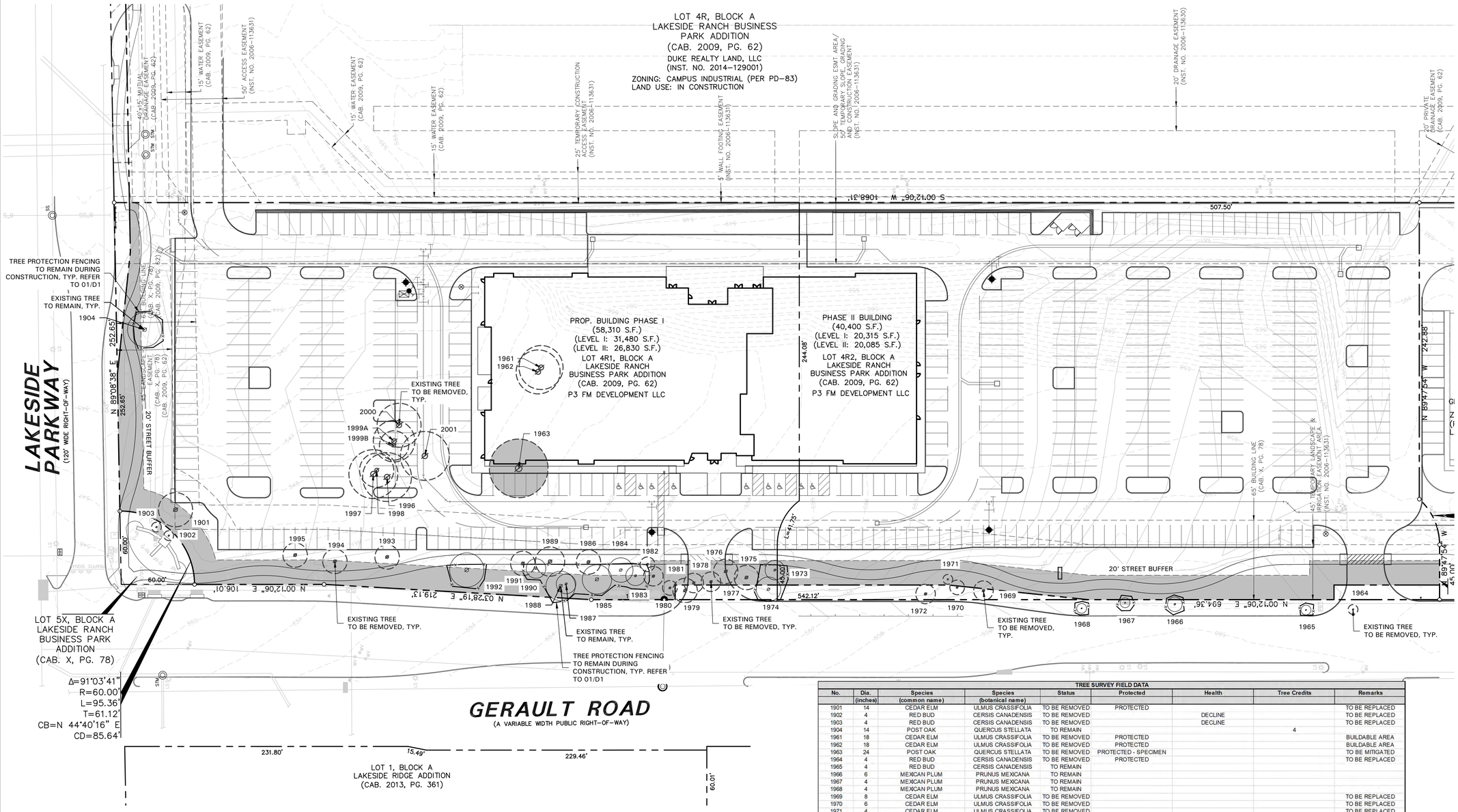
Given Under My Hand and Seal of Office
This the 22 Day of August, 2019

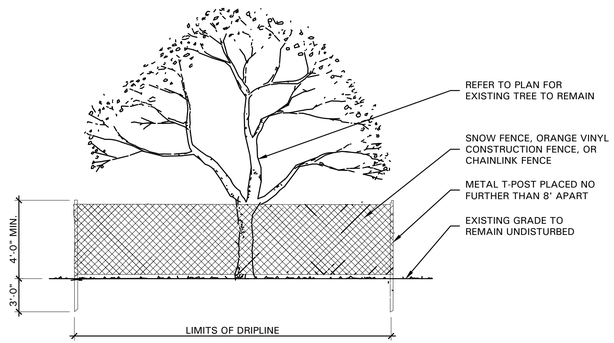
Notary Public
In and For Tarrant County, Texas

6. Received by Town of Flower Mound on (Date) 8/22/2019 by (initials) JRH.

Parkway Office Lakeside -
Specimen tree proposed for removal







01 TREE PROTECTIVE FENCING
NOT TO SCALE

TREE PRESERVATION NOTES

1. EXISTING TREES TO REMAIN SHALL BE PROTECTED DURING CONSTRUCTION FROM TREE STRUCTURE DAMAGE AND COMPACTION OF SOIL UNDER AND AROUND DRIP LINE (CANOPY) OF TREE.
2. IF ANY ROOT STRUCTURE IS DAMAGED DURING ADJACENT EXCAVATION / CONSTRUCTION, NOTIFY OWNER'S AUTHORIZED REPRESENTATIVE IMMEDIATELY. AN ISA CERTIFIED ARBORIST SHALL BE SECURED FOR THE TREATMENT OF ANY POSSIBLE TREE WOUNDS.
3. ANY FINE GRADING DONE WITHIN THE CRITICAL ROOT ZONES OF THE PROTECTED TREES MUST BE DONE BY HAND TOOLS ONLY. NO MACHINERY IS ALLOWED WITHIN THE CRITICAL ROOT ZONE OF THE TREES.
4. NO MATERIALS INTENDED FOR USE IN CONSTRUCTION OR WASTE MATERIALS ACCUMULATED DUE TO EXCAVATION OR DEMOLITION SHALL BE PLACED WITHIN THE LIMITS OF THE DRIP LINE OF ANY TREE.
5. NO EQUIPMENT MAY BE CLEANED OR TOXIC SOLUTIONS, OR OTHER LIQUID CHEMICALS, SHALL BE DEPOSITED WITHIN THE LIMITS OF THE DRIP LINE OF A TREE, INCLUDING BUT NOT LIMITED TO: PAINT, OIL, SOLVENTS, ASPHALT, CONCRETE, MORTAR, PRIMERS, ETC.
6. NO SIGNS, WIRES OR OTHER ATTACHMENTS, SHALL BE ATTACHED TO ANY TREE.
7. NO VEHICULAR / CONSTRUCTION EQUIPMENT TRAFFIC OR PARKING IS ALLOWED WITHIN THE LIMITS OF THE DRIP LINE OF TREES.
8. BORING OF UTILITIES MAY BE PERMITTED UNDER PROTECTED TREES IN CERTAIN CIRCUMSTANCES. THE MINIMUM LENGTH OF THE BORE SHALL BE THE WIDTH OF THE TREE'S CANOPY AND SHALL BE A MINIMUM DEPTH OF FORTY-EIGHT (48") INCHES.
9. IRRIGATION TRENCHING WHICH MUST BE DONE WITHIN THE CRITICAL ROOT ZONE OF A TREE SHALL BE DUG BY HAND AND ENTER THE AREA IN A RADIAL MANNER.
10. ALL TREES TO BE REMOVED FROM THE SITE SHALL BE FLAGGED BY THE CONTRACTOR WITH BRIGHT RED VINYL TAPE (3" WIDTH) WRAPPED AROUND THE MAIN TRUNK AT A HEIGHT OF FOUR (4') FEET ABOVE GRADE. FLAGGING SHALL BE APPROVED BY OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO ANY TREE REMOVAL. CONTRACTOR SHALL CONTACT OWNER'S AUTHORIZED REPRESENTATIVE WITH 72 HOURS NOTICE TO SCHEDULE ON-SITE MEETING.
11. ALL TREES TO REMAIN, AS NOTED ON DRAWINGS, SHALL HAVE PROTECTIVE FENCING LOCATED AT THE TREE'S DRIP LINE. THE PROTECTIVE FENCING MAY BE COMPRISED OF SNOW FENCING, ORANGE VINYL CONSTRUCTION FENCING, CHAIN LINK FENCE OR OTHER SIMILAR FENCING WITH A FOUR (4') FOOT APPROXIMATE HEIGHT. THE PROTECTIVE FENCING SHALL BE LOCATED AS INDICATED ON THE TREE PROTECTION DETAIL.
12. WHEN A LOW HANGING LIMB IS BROKEN DURING THE COURSE OF CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE OWNER'S AUTHORIZED REPRESENTATIVE IMMEDIATELY. UNDER NO CIRCUMSTANCE SHALL THE CONTRACTOR PRUNE ANY PORTION OF THE DAMAGED TREE WITHOUT THE PRIOR APPROVAL BY THE OWNER'S AUTHORIZED REPRESENTATIVE.

EXISTING TREE LEGEND

- EXISTING PROTECTED TREE TO REMAIN
- EXISTING PROTECTED TREE TO BE REMOVED
- EXISTING SPECIMEN TREE TO BE REMOVED
- TREE PROTECTION FENCING TO REMAIN DURING CONSTRUCTION REFER TO 01/D1

TREE SURVEY FIELD DATA

No.	Dia. (inches)	Species (common name)	Species (botanical name)	Status	Protected	Health	Tree Credits	Remarks
1901	14	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED			TO BE REPLACED
1902	4	RED BUD	CERSIS CANADENSIS	TO BE REMOVED		DECLINE		TO BE REPLACED
1903	4	RED BUD	CERSIS CANADENSIS	TO BE REMOVED		DECLINE		TO BE REPLACED
1904	14	POST OAK	QUERCUS STELLATA	TO REMAIN			4	
1961	18	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED			BUILDABLE AREA
1962	18	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED			BUILDABLE AREA
1963	24	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED - SPECIMEN			TO BE MITIGATED
1964	4	RED BUD	CERSIS CANADENSIS	TO BE REMOVED	PROTECTED			TO BE REPLACED
1965	4	RED BUD	CERSIS CANADENSIS	TO REMAIN				
1966	6	MEXICAN PLUM	PRUNUS MEXICANA	TO REMAIN				
1967	4	MEXICAN PLUM	PRUNUS MEXICANA	TO REMAIN				
1968	4	MEXICAN PLUM	PRUNUS MEXICANA	TO REMAIN				
1969	8	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED				TO BE REPLACED
1970	6	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED				TO BE REPLACED
1971	4	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED				TO BE REPLACED
1972	8	MULTI-TRUNK CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED				TO BE REPLACED
1973	8	CEDAR ELM	ULMUS CRASSIFOLIA	TO REMAIN				
1974	10	CEDAR ELM	ULMUS CRASSIFOLIA	TO REMAIN				
1975	10	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED			TO BE REPLACED
1976	10	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED			TO BE REPLACED
1977	8	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED			TO BE REPLACED
1978	8	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED			TO BE REPLACED
1979	10	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED			TO BE REPLACED
1980	6	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED			TO BE REPLACED
1981	8	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED			TO BE REPLACED
1982	6	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED			TO BE REPLACED
1983	8	CEDAR ELM	ULMUS CRASSIFOLIA	TO REMAIN				
1984	10	CEDAR ELM	ULMUS CRASSIFOLIA	TO REMAIN			1	
1985	12	CEDAR ELM	ULMUS CRASSIFOLIA	TO REMAIN				
1986	10	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED			TO BE REPLACED
1987	8	CEDAR ELM	ULMUS CRASSIFOLIA	TO REMAIN				
1988	12	CEDAR ELM	ULMUS CRASSIFOLIA	TO REMAIN				
1989	12	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED			TO BE REPLACED
1990	8	CEDAR ELM	ULMUS CRASSIFOLIA	TO REMAIN			1	
1991	10	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED			TO BE REPLACED
1992	14	CEDAR ELM	ULMUS CRASSIFOLIA	TO REMAIN				
1993	10	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED			TO BE REPLACED
1994	10	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED			TO BE REPLACED
1995	10	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED			TO BE REPLACED
1996	20	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED			TO BE REPLACED
1997	20	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED			TO BE REPLACED
1998	14	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED			TO BE REPLACED
1999A	17	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED			TO BE REPLACED
1999B	12	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED			TO BE REPLACED
2000	18	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED			TO BE REPLACED
2001	20	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED			TO BE REPLACED

Total Caliper Inches on Site	**483**
Total Caliper Inches Removed	**361**
Buildable Area Tree Credits	**6**
Total Specimen Tree Inches to be Mitigated	**24**
Total Amount to be Paid into Tree Fund (for 24" Post Oak: (16) 3" Trees - 12 Tree Credits)	**$3,750.00**

- TREE MITIGATION OF SPECIMEN TREE WILL BE ADDRESSED BY PAYMENT INTO TREE FUND
- TREE MITIGATION OF PROTECTED TREES WILL BE ADDRESSED BY REPLACEMENT ONSITE

N

SCALE: 1" = 40'-0"
0 20 40 80

REGISTERED LANDSCAPE ARCHITECT
MARY ANN HALL
2246
STATE OF TEXAS
08/21/19

Exhibit D1

Parkway Office
Lakeside

BELLE FIRMA
4245 North Central Expy
Suite 501
Dallas, Texas 75205
214.865.7192 office

TREE PRESERVATION PLAN

TOWN COUNCIL AGENDA ITEM NO. 25

REGULAR ITEM

DATE: November 4, 2019

FROM: Richard Brown, Senior Planner

ITEM: **Public Hearing to consider a request for rezoning (ZPD19-0006 – Parkway Office Lakeside) from Planned Development No. 83 (PD-83) with Campus Industrial District (CI) uses to Planned Development No. 174 (PD-174) with Campus Industrial District (CI) uses in compliance with the Campus Industrial land use designation within the Lakeside Business District Area Plan, including a Comprehensive Sign Package, with certain exceptions and modifications to the Code of Ordinances, with a request for a deviation to computing parking and loading requirements pursuant to Section 82-73 of the Code of Ordinances, and with an exception to the Architectural Standards of the Town's Urban Design Plan for meritorious design, and consider adopting an ordinance providing for said amendment. The property is generally located south of Lakeside Parkway and east of Gerault Road. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its October 14, 2019, meeting.)**

SUMMARY DATA:

- Size – 7.833 acres
- Proposed building square feet – Total of 98,710 sf in two phases (Phase I - 58,310 sf; Phase II – 40,400 sf)
- SMARTGrowth – Passed
- Traffic Analysis – During consideration of PD-83 (of which this property was part of), a Traffic Impact Analysis was prepared to address the anticipated buildout of office/warehouse/distribution uses across the 229.545 acres. In reviewing this request, the Town's Traffic Engineer determined trip generations from the proposed development can be handled by the existing capacity of the adjacent roadway system without any decrease in level of service.
- Exceptions –
  - ✓ Deviation to permit an increase in off-street parking that exceeds the allowable 20 percent (increase of 70.5 percent) of the required parking
  - ✓ Architectural Standards for Meritorious Design
- Incentives – Chapter 380 & Tax Abatement Agreement will be considered by Town Council on December 2nd or 16th, 2019 (Staff is currently working with the owner on details of the incentive terms)

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

During the P/Z public hearing, the Commission asked the applicant to consider providing access to the (future) southern drive with the Phase I construction (southernmost

drive located within Phase II) to help distribute employee vehicular movements during anticipated arrival and departure times across the property.

Additionally, with the request to increase surface parking areas, P/Z asked the applicant to prepare (for Town Council) a line-of-sight exhibit showing street buffer and additional parking lot trees.

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

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

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

PLANNING AND ZONING COMMISSION

AGENDA ITEM NO: 4

REGULAR ITEM

DATE: October 14, 2019

FROM: Richard Brown, Senior Planner

ITEM: **Public Hearing for a request for rezoning (ZPD19-0006 – Parkway Office Lakeside) from Planned Development No. 83 (PD-83) with Campus Industrial District (CI) uses to Planned Development No. 174 (PD-174) with Campus Industrial District (CI) uses in compliance with the Campus Industrial land use designation within the Lakeside Business District Area Plan, including a Comprehensive Sign Package, with certain exceptions and modifications to the Code of Ordinances, with a request for a deviation to computing parking and loading requirements pursuant to Section 82-73 of the Code of Ordinances, and with an exception to the Architectural Standards of the Town's Urban Design Plan for meritorious design, and consider adopting an ordinance for said amendment. The property is generally located south of Lakeside Parkway and east of Gerault Road.**

I. ITEM SUMMARY

This application has been reviewed by DRC and, aside from the requested exceptions and modifications, has been found to be in conformance with all applicable Town regulations.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of this request is to rezone approximately 7.833 acres of land in order to create a planned development district to develop an office building (single tenant - headquarters) in compliance with the Campus Industrial land use designation within the Lakeside Business District Area Plan.

Section 2, Area Plans, of the Master Plan defines Campus Industrial as follows:

Campus Industrial – Large scale developments such as corporate offices, office parks, service/repair, light industry, clean assembly and similar uses, in a planned campus setting. Retail and restaurant uses serving the campus industrial uses could be included, if they are planned as integral elements of the developments.

As part of the request, the applicant has requested certain exceptions and modifications to the Code of Ordinances. In summary (see Section III, below, for detail):

Exception/Deviation:

- Urban Design Plan - Meritorious Quality and Design
  - ✓ Provide the introduction of blue and grey palette

- Section 83-73 - Computing parking requirements
  - ✓ Consideration of increase in parking for office use

Modification:

- Floor area
  - ✓ Increase in floor area over that provided on the conceptual site plan for PD-83

- Street buffer width
  - ✓ Reduce width for portions of both street frontages

Comprehensive Sign Package

- Create new sign type and standards for what is considered a wall sign

The request site consists of two undeveloped lots within the southeast quadrant of Lakeside Parkway and Gerault Road. The property is within the Subdistrict A portion of Planned Development District No. 83 (PD-83), Lakeside Ranch Business Park. On December 6, 2004, the Town Council approved the PD which encompasses approximately 229.545 acres

The applicant is proposing to develop an office building (single tenant - headquarters) that will be constructed in two phases:

- Phase I: 58,310 sf, two-story, 37'- 9" (peak height)
- Phase II: 40,400 sf, two-story, 37'- 9" (peak height). This phase is a future building footprint expansion of Phase I

Surrounding land use consists predominately office/warehouse/distribution uses in all directions. Most recently, the Planning and Zoning Commission approved a site plan for two warehouses on property abutting this site's southern property line.

An undeveloped outparcel (2.4019 acres) is situated at the northeast corner of Lakeside Parkway and Gerault Road, with an abutting (to the north) three-story mini-warehouse developed on 2.045 acres. As a point of clarification, a replat for both lots along with a site plan for the mine-warehouse were approved by the Planning and Zoning Commission on October 24, 2016.

III. REQUESTED EXCEPTIONS, MODIFICATIONS, WAIVERS

1. Exception to Architectural Standards-Meritorious Quality and Design

   The Town's Urban Design Plan provides Architectural Standards for non-residential buildings in the Town with the intent of creating developments of "enduring and exemplary quality and design." An applicant can request an exception to certain Architectural Standards if their proposal is determined to have meritorious quality and design.

Design Review

1.1. Determination of a proposed building design's compliance with these standards will be made by the Town's staff and/or Planning and Zoning Commission and Town Council.

1.2. In considering conformance to these standards, the Town will evaluate the suitability of meritorious design that might not comply exactly with these standards, but that is of exceptional enough design quality that it would be a desirable addition to the Town.

The applicant has established this site as their headquarters and the proposed office development will be solely occupied by their operations. They have proposed conceptual elevations that establish a prominent main entry (facing Gerault Road), have provided required changes of plane, and proposed a design that is predominately primary masonry. With respect to the request for Meritorious Design, the applicant has introduced a design that introduces blue and gray tones within the masonry materials. These colors are not in compliance with those by the Urban Design Plan:

Facade Colors

Colors comprising at least 80% of each elevation of the building should be primarily natural and earth tone colors. The range of tones include but are not limited to: ochre, brown, umber, rust, olive, beige, taupe, sepia, white, off-white and slight variations. Further definition of building colors is provided in the Town's Land Development Regulations.

The attached renderings (see Exhibit F for partial elevation) and conceptual elevations depict the application of these colors across each façade.

2. Deviation to computing parking and loading requirements

Section 82-73 of the Town's Code of Ordinances provides for alternative off-street parking requirements that reduce or exceed required parking by greater than 20 percent:

> *Deviation of required spaces.* The amount of parking can be reduced or increased by 20 percent. Deviations in excess of 20 percent must be accompanied by a parking study and approved by the town council. Any approved parking in excess of 20 percent must be mitigated. Mitigation can be achieved by the use of pervious paving, increased landscaping, increased stormwater treatment, or other method to reduce the impact of the increased parking.
>
> *Parking study.* A parking study required by this article shall be reviewed by the town along with any traffic engineering and planning data that are appropriate to the establishment of a parking requirement for the use proposed. A parking study, when required by this article, shall include, but not be limited to, estimates of parking requirements based on recommendations in studies such as those from the Urban Land Institute, the

Institute of Traffic Engineers, or the Traffic Institute, and based on data collected from uses or combinations of uses that are the same or comparable to the proposed use. Comparability shall be determined by density, scale, bulk, area, type of activity and location. The analysis must include a shared parking analysis based on the mixture of uses and corresponding peak demand. Specifically, the parking required for restaurants should be included in the study and be determined by the number, location, and type of restaurants proposed. The study shall document the source of data used to develop recommendations.

Proposed floor area and off-street parking is summarized in the following table:

	USE/FLOOR AREA	REQUIRED PARKING RATIO	PARKING SPACES REQUIRED	PARKING SPACES PROVIDED
PHASE 1	OFFICE/58,310 SF	1/300 SF	194	278
PHASE 2	OFFICE/ 40,400 SF	1/300 SF	135	283
TOTAL	98,710 SF		329	561

The applicant is requesting off-street parking that exceeds 70.5 percent of code requirements. The property represents two lots that were anticipated for office/warehouse/distribution uses. During consideration of PD-83, infrastructure demands to address stormwater runoff were addressed and have been provided (i.e., detention pond areas). Additionally, the applicant's engineer provided Engineering staff an analysis of anticipated stormwater flow rates and the existing infrastructure capacity to handle stormwater runoff. Engineering staff has determined the anticipated flow rates for the proposed development can be accommodated by existing infrastructure.

As noted above, the proposed office is a single-tenant development which will serve as the applicant's headquarters. As noted in the parking study, the applicant anticipates a total of 591 employees at buildout of Phase 2. The study includes parking counts on June 12 and 13, 2019. These observations yielded a ratio of .96 and .97 vehicle per employee, respectively.

As a result of the review of the parking study as well as the capacity of the regional detention that serves the PD-83 boundary (of which this property is located), staff has no objection to the requested deviation.

3. Modifications

As noted above, the property is situated within the Subdistrict A portion of PD-83 [see Attachment A(5)]. The applicant is requesting certain modifications to the dimensional regulations as required by PD-83:

Development Standard	Existing (PD-83, Subdistrict A)	Proposed (PD-174)
Uses	Campus Industrial District (CI)	Campus Industrial District (CI)
Minimum Front Yard	Lakeside Parkway and Gerault Road- 65 feet (includes *landscape setback zone)*; see below	Lakeside Parkway and Gerault Road- 65 feet
Development Standard	**Existing (PD-83, Subdistrict A)**	**Proposed (PD-174)**
Minimum Side Yard	25 feet	25 feet
Minimum Rear Yard	15 feet	15 feet
Maximum Lot Coverage	50 percent	50 percent
Floor Area	Conceptual site plan provides for two lots each with one 45,312 square foot building (request site possesses two lots)	Replat (at time of site plan) will create one lot with an 98,710 square feet
Maximum Floor Area Ratio	1:1	1:1
Height and Stories	45 feet and 3 stories	45 feet and 3 stories
Landscape/Street Buffer	Lakeside Parkway and Gerault Road- Landscape Setback Zone-45 feet: street buffer-25 feet landscape setback buffer-20 feet	Lakeside Parkway and Gerault Road- 45 feet but reduces to 25 feet along: <u>Lakeside Parkway</u> - transition/storage pocket for right turn lane at off-site drive approach at northeast corner <u>Gerault Road</u> - transition/storage pocket for right turn lane at northwest corner - right-turn-in at median opening
Off-Street Parking	Town Code per use	For office, parking that exceeds 20 percent of requirement (70.5% increase)

4. <u>Comprehensive Sign Package</u>

The Town's Sign Code states that the purpose of a Comprehensive Sign Package is to "allow for a specialized review of signs which may have meritorious design and seek to promote a unique quality for an existing or proposed development, but which require special consideration."

A Comprehensive Sign Package is being requested for consideration of a new sign type [Under Canopy Sign; see Attachment B(2)]. The basis of the applicant's request for flexibility is to address identification of the office headquarters and enhancing the main entry which will face Gerault Road. Combined with the enhanced landscaping and hardscape details at this point of the building, the requested signage will further define a significant building entry as required by the Urban Design Plan:

8. Building Entry Points

8.1. Buildings should have a recognizable main entry, which should directly relate to the primary street address of that building.

8.2. These entry points should have an identifiable design presence through a change of materials, variation of wall planes and roof features.

8.3. Building entry points should have site design features such as special paving, landscaping, pedestrian lights, pedestrian benches, earth forms, water fountains / displays and other furnishings.

Other proposed signage (wall signs on both street frontages and one ground sign along Gerault Road) complies with the Town's Sign Code. The following compares the requested comprehensive sign package to existing sign regulations:

Sign Type	Existing Town Sign Code	Proposed (PD-174)
Under Canopy Sign not a permitted sign type-this closely resembles a Wall Sign	Wall Sign: Maximum sign area of 300 sf. Maximum of one primary and two secondary signs per tenant with 60' or more lineal frontage of building wall, with maximum sign area of 300 sf for all primary and secondary signs; for 60 feet or more of lineal building wall frontage, maximum sign with of 55% of lineal frontage and maximum height of 72 inches; maximum of 12" depth	Under Canopy Sign: May extend beyond 12 inches from the façade; maximum sign area of 180 sf; minimum 15' clear from grade, maximum of one sign and shall face Gerault Road

Environmental Conservation Commission

On, September 12, 2019, the Environmental Conservation Commission (ECC) recommended approval of a permit to remove one specimen tree on the site. The item will be forwarded to the Town Council for consideration at the same time as this zoning application.

IV. CORRESPONDENCE

The Town Code requires both public notice in a newspaper of general circulation (Denton Record Chronicle) and notification of the property owners within 200 feet of the subject property for all Specific Use Permit requests. At the time this report was written, the Town had received one phone call requesting information on the proposal. All

written correspondence was sent directly to the Planning and Zoning Commission according to the new public communication process.

V. ATTACHMENTS

A. Background Information

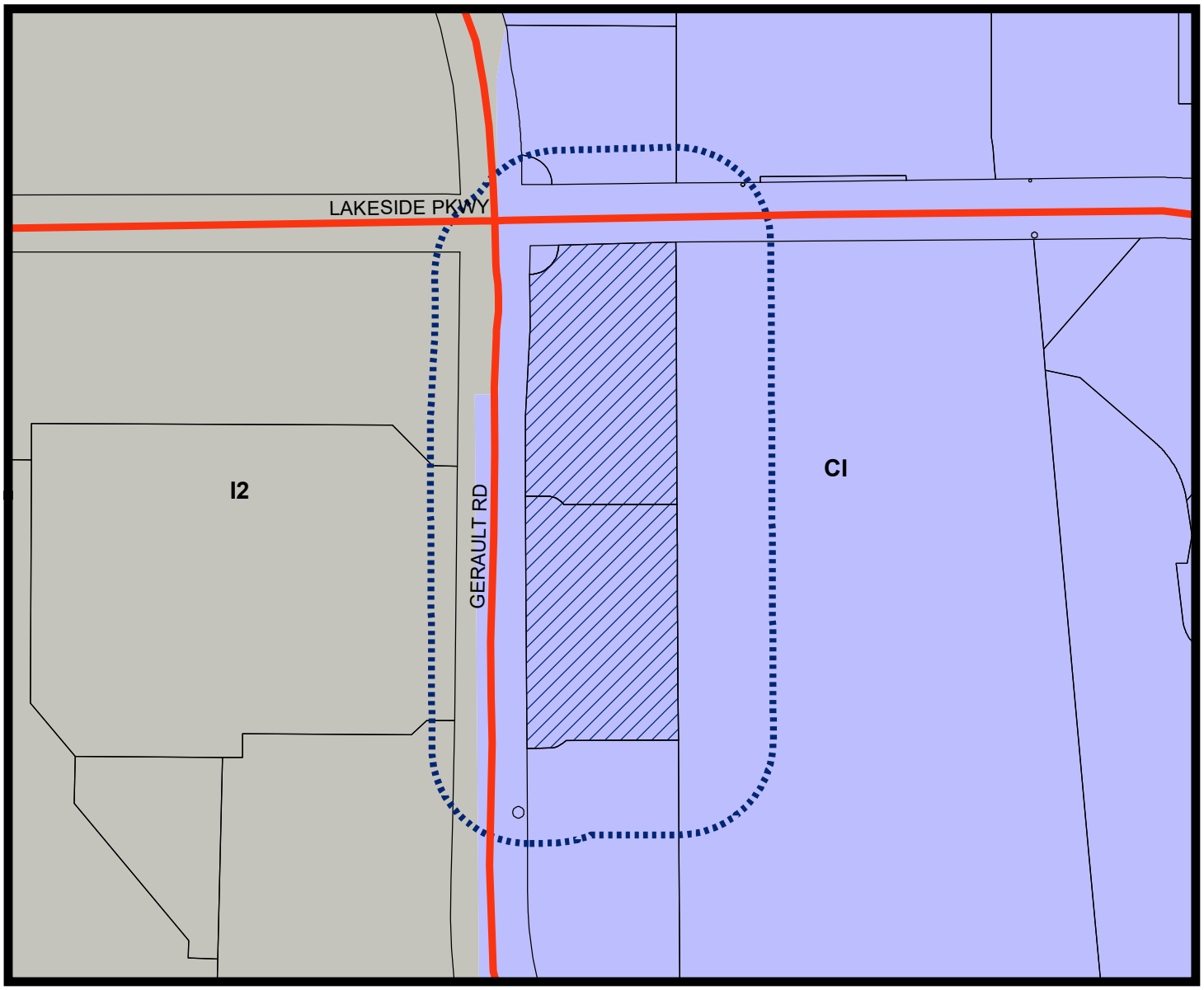
1. Vicinity Map
2. Letter of Intent
3. Parking Study
4. Existing PD-83 Ordinance

B. Application Details

1. Planned Development Zoning Package
2. Draft Planned Development (PD) Standards

Vicinity Map

Reference Project: ZPD19-0006

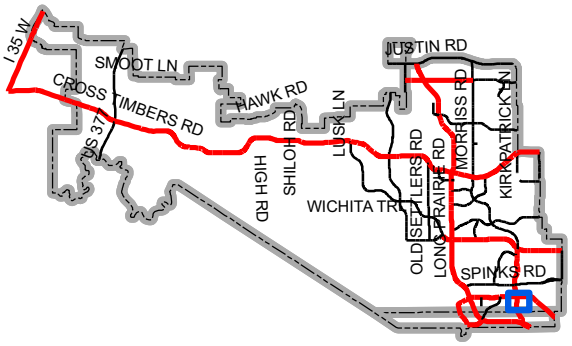


LEGEND

Campus Industrial **Industrial 2**

Subject Property

200 ft Notification Buffer around Property



Map Location

0 250 500 1,000 Feet

CONSTRUCTION • ARCHITECTURE
PARKWAY

Date: September 16, 2019

Attn: Richard Brown
City of Flower Mound, Planning Service

RE: Parkway Office Lakeside (ZPD19-0006)
Parkway Job #: 04-18768

Dear Mr. Brown:

As owner of the property, we submit this letter to you to illustrate the intent in detail for rezoning the subject property. The subject property with two parcels combined is 7.85 acre, and it is currently under zoning district - PD-83. We would like to propose a new PD and combine two parcels into one to build our headquarter on the site in two phases.

The existing zoning district poses a few challenges listed below:

i. The allowable building footprint on each lot is 50,000 square feet maximum.
ii. The location of the building facing Lakeside is required to be as close to the street as much as can be.
iii. Landscape setback zone in conjunction with the deceleration lanes reduce the parking capacity.
iv. Landscape setback buffer is facing the same issue in item iii.
v. Façade color choices don't have grey and blue.
vi. The building sign is only allowed to be mounted to the face of the building.

Thus, we are proposing a new PD, with the following features:

i. Allowable building footprint to be combined as 100,000 maximum from two parcels.
ii. Location of the overall building on the site will be located at the center of the site.
iii. Landscape setback zone shall be adjusted.
iv. Landscape setback buffer at the areas mentioned above in item iii shall be the same as the Landscape setback.
v. Landscape design is enhanced at the landscape buffer zone on Gerault Road and Lakeside Parkway to strengthen the town's vision to magnify the landscape design along major roads.
vi. A deviation to computing parking and loading requirements pursuant to Section 82-73 of the Code of Ordinances. Requested to accommodate the capacity for a corporate headquarter campus housing employees and guest potentially up to 600 capacity.
vii. Exception to the Architectural Standards of the Town's Urban Design Plan for Meritorious Design. Adding additional color choices to accommodate the building design, such as grey, dark grey and blue. Our building is to be standing proud on site as our headquarter for decades to come. The design sought to include the elements that are to show-case our core value and spirit, being the Design-Build firm in the industry. The grey concrete and blue metal panel are introduced into the entry design as key elements to resonate our Parkway logo colors (blue and grey) as a major design feature.

1000 Civic Circle
Lewisville, TX 75067
972-221-1979
www.parkwayconstruction.com

CONSTRUCTION • ARCHITECTURE
PARKWAY

viii. Comprehensive Sign Package allowing main building sign to be mounted from the ceiling of the building. The design is to pose the sign as part of the 3-dimensional architectural elements in the entry. The building sign at the main entry is to have structure support designed by our structure engineer to ensure the support is sound and the sign itself shall be design by our signage consultant. Please refer to the conceptual sign drawings in Exhibit F for more details.

Thank you for your further review of these items. Please feel free to contact me, should you have any questions or comments.

Sincerely,
Parkway Construction & Architecture

WenLing Chiu, AIA, LEED AP
Architect

1000 Civic Circle
Lewisville, TX 75067
972-221-1979
www.parkwayconstruction.com

September 26, 2019
PK# 2283-18.491
ZPD19-0006

PARKING DEMAND ANALYSIS

Project:
Parkway Office Lakeside
In Town of Flower Mound, Texas

Prepared for:
Town of Flower Mound

On behalf of:
Parkway Construction

Prepared by:

Steve E. Stoner

Steve E. Stoner, P.E., PTOE

Pacheco Koch

7557 Rambler Road, Suite 1400
Dallas, Texas 75231-2388
(972) 235-3031 www.pkce.com
TX.REG: ENGINEERING FIRM F-469
TX. REG. SURVEYING FIRM LS-100080-00

September 26, 2019

PARKING DEMAND ANALYSIS
Parkway Office Lakeside
Town of Flower Mound, Texas

TABLE OF CONTENTS

INTRODUCTION 1
Purpose *1*
Project Description *1*
Parking Code Review 2
Standard Code Requirements *2*
Proposed PD Conditions ..... ***Error! Bookmark not defined.***
PARKING DEMAND ANALYSIS 3
SUMMARY OF FINDINGS 3

LIST OF EXHIBITS:
Exhibit 1. Site Location Map

LIST OF TABLES:
Table 1. Development Program Summary
Table 2. Base Code Parking Requirement (No Mitigation)
Table 3. Proposed PD-Condition Parking Requirement
Table 4. Observed Parking Demand

INTRODUCTION

The services of **Pacheco Koch** (PK) were retained by **Parkway Construction** to conduct a Parking Demand Analysis (PDA) for the proposed single-tenant office building referred to herein as the *Parkway Office Lakeside* (the "Project") located at 600 Gerault Road in the Lakeside Ranch Business Park in Flower Mound, Texas. A proposed site plan prepared by Pacheco Koch and a site location map (**Exhibit *1***) are provided at the end of the report.

Parkway Construction is seeking to modify the property's existing PD zoning conditions, including parking requirement ratios, in order to facilitate development of the Project. Submittal of a PDA, prepared by a skilled professional is one of the requirements of Town's process. This PDA was prepared in accordance with industry and local standards by registered professional engineers employed by Pacheco Koch. Pacheco Koch is a licensed engineering firm based in Dallas, Texas, that provides professional services in traffic engineering, transportation planning, parking analysis, and related fields.

Purpose

A PDA is an investigation of actual and/or published parking demand characteristics for a specific site with specific land use(s). The analysis is designed to take into consideration any site-specific factors that may affect parking demand. Therefore, the results presented in this analysis may not apply to other examples of the same land use.

Parking demand is theoretically represented by local zoning ordinances. However, in some cases, these ordinances do not sufficiently reflect actual parking needs of individual site. The purpose of this PDA is to compare the actual parking needs with the corresponding code requirements to illustrate the differences and provide justification for a potential adjustment in the code parking requirement for the property. Approval of any reduction is a subject to the approval process of the Town of Flower Mound.

Project Description

Based upon development program data provided by the Applicant, the Project consists of single-tenant, company offices for **Parkway Construction & Architecture**. Ultimately, the 98,710-square foot office building is projected to house approximately 591 combined, on-site employees. Due to the high employee density within the building, the associated parking demand is anticipated to be much higher than the standard code parking ordinances allow. Therefore, a custom parking ratio was considered appropriate.

A summary of the anticipated development program and employee counts is provided in **Table 1.**

Table 1. Development Program Summary

PHASE	AMOUNT	ANTICIPATED NUMBER OF ON-SITE EMPLOYEES	PROPOSED NUMBER OF ON-SITE PARKING SPACES
Phase I	58,310 SF	281	278
Full Buildout *(cumulative totals)*	98,710 SF	591	561

NOTE: The development program provided above is based upon the most current and complete information available at the time of this study publication.

The 7.83-acre site is currently undeveloped and zoned Campus Industrial per PD #83.

PARKING CODE REVIEW

Standard Code Requirements

As outlined in Sections 82-73 and 82-74 of the Town of Flower Mound Code of Ordinances, the parking requirement for the property is calculated by direct application of the rates listed for the respective land use with applicable adjustments as outlined in the Ordinance. For 'large developments' (requiring in excess of 250 spaces), the deviation from calculated still applies. A summary of the resulting net parking requirement is summarized in **Table 2**.

Table 2. Base Code Parking Requirement (No Mitigation)

LAND USE	AMOUNT	RATIO	BASE PARKING SPACES REQUIRED
Office (Phase I)	58,310 SF	1 space per 300 SF	Base: 194 (+20% = 233, -20% = 155)
Office (Full Buildout)	98,710 SF	1 space per 300 SF	Base: 329 (+20% = 395 -20% = 263)

** Parking supplies that fall outside of the ranges listed require mitigation.*

Under the standard code parameters (with no adjustments for site mitigation), between 155 and 233 parking spaces would be allowed for the first phase of development. At full buildout, the standard code would allow between 263 and 395 parking spaces.

PARKING DEMAND ANALYSIS

Submittal of a Parking Demand Analysis is required as part of the review process for proposed rezoning of the subject property.

To validate the parking demand for the subject site, employee data was provided by the Applicant and actual, on-site parking demand was observed (at the existing offices for **Parkway Construction & Architecture**, located at 1000 Civic Circle in Lewisville, TX). NOTE: For this analysis, employee data were used in lieu of square footage in order to account for the unusually high employee density within the building.

Pacheco Koch collected parking data at 10:00 AM and 2:00 PM at the existing site on Wednesday, June 12, 2019, and Thursday June 13, 2019. Results of that study are summarized in the following table.

Table 4. Observed Parking Demand

STUDY DATE	PARKED VEHICLES *(Peak)*	EMPLOYEES	PARKED VEHICLES PER ON-SITE EMPLOYEE
Wednesday, June 12	***110 @ 10:00 AM*** 91 @ 2:00 PM	115	0.96
Thursday, June 13	***111 @ 10:00 AM*** 108 @ 2:00 PM	115	0.97

Based upon the verified field observations, the peak parking demand (inclusive of all users—visitors, employees, etc.) for the Applicant is approximately 0.97 spaces per on-site employee, which in conjunction with the high density results in a higher parking demand than would be accommodated by the standard code requirements.

SUMMARY OF FINDINGS

The following findings are based upon buildout of the subject property as described in the *Project Description* section of this report.

FINDING: At buildout of Phase I, the proposed office will accommodate 281 employees, which would generate a peak parking demand of approximately 278 parked vehicles.

FINDING: At full buildout, the proposed office will accommodate approximately 591 employees, which would generate a peak parking demand of approximately 573 parked vehicles.

NOTE: Lot 4R1 and Lot 4R2, Block A Lakeside Ranch Business Park Addition are included in the regional detention plan established by the PD 83. The

existing regional detention ponds account for fully developed industrial sites for the subject lots. The proposed office development and increased parking demand will provide a smaller impervious area compared to a typical industrial development. Therefore, the fully developed flows of the office development and associated parking will not exceed the design flows set forth in the existing regional detention plan. A drainage analysis for the site was provided to the Town's Engineering staff for review.

END OF MEMO

MASTER PLAN FEATURES	
LAND USE PLAN	LAKESIDE BUSINESS DISTRICT
SPECIFIC PLAN	NONE
URBAN DESIGN PLAN	LAKESIDE BUSINESS DISTRICT
PARKS AND TRAIL	NONE
THOROUGHFARE PLAN	GERAULT ROAD - MAJOR ARTERIAL
WATER PLAN	LAKESIDE BUSINESS DISTRICT
WASTEWATER PLAN	LAKESIDE BUSINESS DISTRICT

0 20 40 80 120
GRAPHIC SCALE IN FEET

LEGEND

- BOLLARD
- ELECTRIC METER
- POWER POLE
- LIGHT STANDARD
- WATER METER
- WATER VALVE
- IRRIGATION CONTROL VALVE
- FIRE HYDRANT
- CLEANOUT
- MANHOLE
- TRAFFIC SIGNAL CONTROL
- TRAFFIC SIGNAL POLE
- TELEPHONE BOX
- FLOOD LIGHT
- FLAG POLE
- TRAFFIC SIGN
- 1/2-INCH IRON ROD W/"PACHECO KOCH" CAP SET CONTROLLING MONUMENT (C.M.)
- PROPERTY LINE
- FENCE
- PROPOSED FENCE
- FIRE LANE

ACCESS DRIVE #2

LOT 4R, BLOCK A
LAKESIDE RANCH BUSINESS PARK ADDITION
(CAB. 2009, PG. 62)
DUKE REALTY LAND, LLC
(INST. NO. 2014-129001)
ZONING: CAMPUS INDUSTRIAL (PER PD-83)
LAND USE: IN CONSTRUCTION

120' R.O.W.

LAKESIDE PARKWAY
(120' WIDE RIGHT-OF-WAY)

N 89°08'38" E 252.65'

1/2-INCH IRON ROD W/"PACHECO KOCH" CAP FOUND

EX. 24" RCP

303.3'

61.0'

26.0'

EXISTING 26' FIRELANE

EXISTING VARIABLE HEIGHT RETAINING WALL. MAX HEIGHT =14'.

PROP. 42" GUARDRAIL ABOVE RETAINING WALL. APPROXIMATE ELEVATION = 556.50

PROP. 710 LF OF VARIABLE HEIGHT RETAINING WALL. MAX WALL HEIGHT=8'. (DESIGN BUILD BY GENERAL CONTRACTOR)

S 00°12'06" W 1068.31'

529.3'

507.50'

POINT FOR CORNER (UNABLE TO SET DUE TO CONSTRUCTION)

EX. 24" RCP

15' WATER EASEMENT (CAB. 2009, PG. 62)

50' ACCESS EASEMENT (INST. NO. 2006-113631)

40'x45' MUTUAL DRAINAGE EASEMENT (CAB. 2009, PG. 62)

15' WATER EASEMENT (CAB. 2009, PG. 62)

25' TEMPORARY CONSTRUCTION ACCESS EASEMENT (INST. NO. 2006-113631)

5' WALL FOOTING EASEMENT (INST. NO. 2006-113631)

SLOPE AND GRADING ESMT AREA / 50' TEMPORARY SLOPE, GRADING AND CONSTRUCTION EASEMENT (INST. NO. 2006-113631)

20' DRAINAGE EASEMENT (INST. NO. 2006-113630)

20' PRIVATE DRAINAGE EASEMENT (CAB. 2009, PG. 62)

PROP. IRR. METER

EX. WYE INLET

PROP. CURB INLET

PROP. 20' LANDSCAPE SETBACK

65' BUILDING LINE (CAB. 2009, PG. 62)

PROP. DETECTOR CHECK ASSEMBLY IN ABOVE GROUND FREEZE PROTECTED VAULT W/ VAULT MOUNTED FDC

PROP. FH (TYP)

PROP. GRATE INLET

179.0'

LIMITS OF PATIO

8.0'

27.0'

70.0'

26' FIRELANE

PROP. DUMPSTER ENCLOSURE

EX. "Y" INLET

PROP. "Y" INLET

VARIABLE WIDTH ACCESS EASEMENT

PROP. DOM. METER

PROP. BUILDING PHASE I
(58,310 S.F.)
(LEVEL I: 31,480 S.F.)
(LEVEL II: 26,830 S.F.)
LOT 4R1, BLOCK A
LAKESIDE RANCH
BUSINESS PARK ADDITION
(DOC. NO. 2009-62)
P3 FM DEVELOPMENT LLC

FUTURE BUILDING EXPANSION
PHASE II BUILDING
(40,400 S.F.)
(LEVEL I: 20,315 S.F.)
(LEVEL II: 20,085 S.F.)
LOT 4R2, BLOCK A
LAKESIDE RANCH
BUSINESS PARK ADDITION
(CAB 2009, PG. 62)
P3 FM DEVELOPMENT LLC

150.0'

244.08'

26.0' FIRELANE

FUTURE PARKING (PHASE II)

9.0' (TYP.)

LOT 4R4, BLOCK A
LAKESIDE RANCH
BUSINESS PARK ADDITION
(DOC. NO. 2019, PG. 330)
GERAULT OFFICE WAREHOUSE I, LP
ZONING: CAMPUS INDUSTRIAL
(PER PD-83)
LAND USE: UNDEVELOPED

N 89°47'54" W 242.88'

PROP. DOUBLE CLEANOUT

209.2'

PROP. BFR

144.3'

7.0'

335.5'

24.0'

544.6'

35.9'

PROP. GRATE INLET

PROP. FH (TYP)

PROP. 8' MULTI-USE TRAIL

PROP. CURB INLET

IRS

9.0' (TYP.)

18.0' (TYP.)

BRICK COLUMN

BRICK (TYP.)

PROP. 8' MULTI-USE TRAIL

N 00°12'06" E 106.01'

N 03°28'19" E 219.13'

"+" CUT IN CONCRETE FOUND

LOT 5X, BLOCK A
LAKESIDE RANCH
BUSINESS PARK ADDITION
(CAB. X, PG. 78)

Δ=91°03'41"
R=60.00'
L=95.36'
T=61.12'
CB=N 44°40'16" E
CD=85.64'

PROP. SSMH

PROP. TYPE 7 RAMP (PER TXDOT STD.)

ACCESS DRIVE #1

PROP. VARIABLE WIDTH R.O.W. DEDICATION

50.0' STORAGE

PROP. TURN LANE

100.0' TAPER

215.0' DECELERATION LANE

PROP. 20' LANDSCAPE SETBACK

PROP. VARIABLE WIDTH R.O.W. DEDICATION

5/8-INCH IRON ROD W/"PACHECO KOCH" CAP FOUND

Δ=48°05'59"
R=50.00'
L=41.97'
T=22.31'
CB=S 66°09'48" W
CD=40.75'

5/8-INCH IRON ROD W/"PACHECO KOCH" CAP FOUND

N 89°47'54" W
45.00'

5/8-INCH IRON ROD W/"PACHECO KOCH" CAP FOUND

340.15'

N 00°12'06" E 694.36'

120'

45' BUILDING LINE (CAB. X, PG. 78)

15' TEMPORARY LANDSCAPE & IRRIGATION EASEMENT AREA (INST. NO. 2006-113631)

GERAULT ROAD
(A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY)

J. TURNER SURVEY ABSTRACT NO. 1251
J. KNIGHT SURVEY ABSTRACT NO. 692

BM# 2

229.46'

LOT 1, BLOCK A
LAKESIDE RIDGE ADDITION
(CAB. 2013, PG. 361)

60.01'

296.01'

296.01'

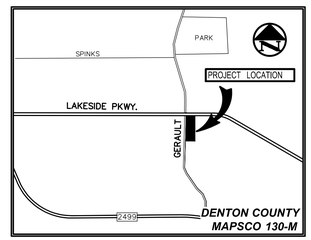
13.49'

LOT 2, BLOCK A
LAKESIDE RIDGE ADDITION
(CAB. 2013, PG. 361)

229.05'

57.01'
60.01'

LOT 3, BLOCK A
LAKESIDE RIDGE ADDITION
(CAB. 2013, PG. 361)



VICINITY MAP
(NOT TO SCALE)

SITE DATA TABLE PHASE I

PHYSICAL ADDRESS	600 GERAULT ROAD FLOWER MOUND, TEXAS
GROSS SITE AREA	7.833 AC/ 341,199 S.F.
NET SITE AREA	7.732 AC/ 336,792 S.F.
CURRENT ZONING	CAMPUS INDUSTRIAL (PER-PD-83)
PROPOSED ZONING	CAMPUS INDUSTRIAL (PD-174)
CURRENT USE	UNDEVELOPED
PROPOSED USE	OFFICE
LOT COVERAGE AREA	
– BUILDING COVERAGE	9.3%/31,480 S.F.
– IMPERVIOUS AREA	40.4%/136,025 S.F.
– PERVIOUS AREA	50.3%/169,287 S.F.
PARKING SUMMARY	
SURFACE PARKING	
– OFFICE 58,310 S.F. (100%)	1:300 = 194
TOTAL REQUIRED	194 (INCLUDING 6 H.C. SPACES)
TOTAL PARKING PROVIDED	278 (INCLUDING 9 H.C. SPACES)
BUILDING DATA	
– BUILDING	2 STORY
– PEAK HEIGHT	37'-9"
– MEAN HEIGHT	34'-0"
– TOTAL SQUARE FOOTAGE	58,310 S.F.

SITE DATA TABLE PHASE II

PHYSICAL ADDRESS	600 GERAULT ROAD FLOWER MOUND, TEXAS
GROSS SITE AREA	7.833 AC/ 341,199 S.F.
NET SITE AREA	7.732 AC/ 336,792 S.F.
CURRENT ZONING	CAMPUS INDUSTRIAL (PER-PD-83)
PROPOSED ZONING	CAMPUS INDUSTRIAL (PD-174)
CURRENT USE	UNDEVELOPED
PROPOSED USE	OFFICE
LOT COVERAGE AREA	
– BUILDING COVERAGE	6.0%/20,315 S.F.
– IMPERVIOUS AREA	24.7%/83,240 S.F.
– PERVIOUS AREA	19.5%/65,732 S.F.
PARKING SUMMARY	
SURFACE PARKING	
– OFFICE 40,400 S.F. (100%)	1:300 = 135
TOTAL REQUIRED	135 (INCLUDING 5 H.C. SPACES)
TOTAL PARKING PROVIDED	283 (INCLUDING 7 H.C. SPACES)
BUILDING DATA	
– BUILDING	2 STORY
– PEAK HEIGHT	37'-9"
– MEAN HEIGHT	34'-0"
– TOTAL SQUARE FOOTAGE	40,400 S.F.

GENERAL DESCRIPTION OF SITE DRAINAGE
THE SITE SURFACE DRAINS TO A PROPOSED STORM SYSTEM ONSITE AND TIES INTO TWO EXISTING 24" STORM PIPES. INFRASTRUCTURE LABELED ON PLAN.

GENERAL FLOWER MOUND NOTES
1. ALL RETAINING/DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO COMPLEMENT THE MATERIALS AND COLORS WITHIN THIS DEVELOPMENT.
2. ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. ANY MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
3. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
4. DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
5. DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
6. SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SITE PLAN OR ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.

OWNER REPRESENTATIVE/DEVELOPER:
RICK WOJCIECHOWSKI
P3 FM DEVELOPMENT LLC
1000 CIVIC CIRCLE
LEWISVILLE, TEXAS 75067
PHONE: (469) 322-3717

ENGINEER/SURVEYOR:
ALEXANDER J. CAMUNEZ, P.E.
PACHECO KOCH CONSULTING ENGINEERS
7557 RAMBLER ROAD, SUITE 1400
DALLAS, TEXAS 75231
PHONE: (972) 235-3031

EXHIBIT C

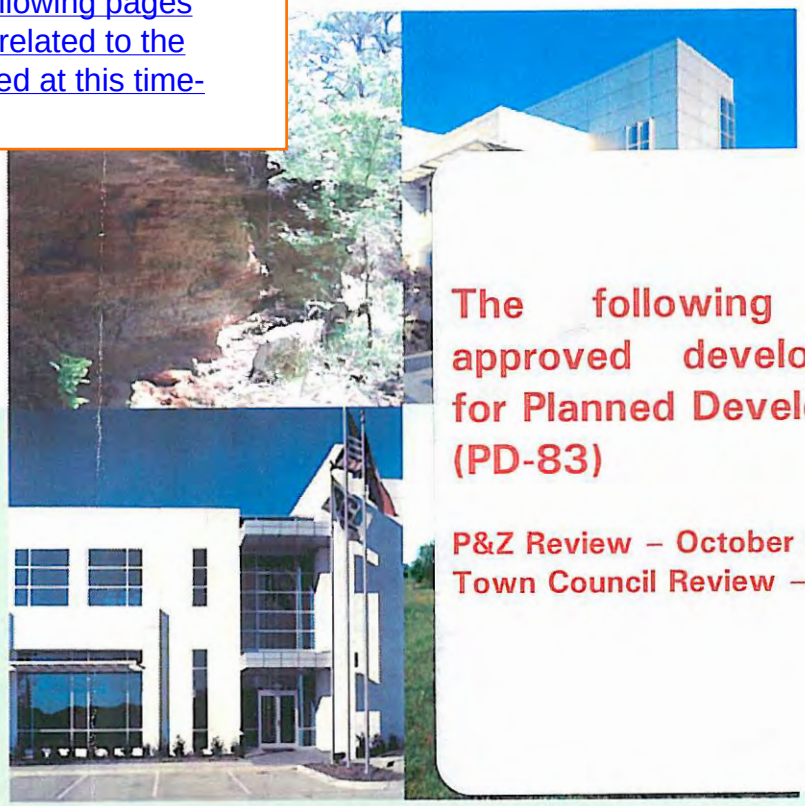
Pacheco Koch
7557 RAMBLER ROAD SUITE 1400
DALLAS, TX 75231 972.235.3031
TX REG. ENGINEERING FIRM F-469
TX REG. SURVEYING FIRM LS-10008000

PARKWAY OFFICE LAKESIDE

CONCEPTUAL SITE PLAN

APPLICATION FOR A CHANGE OF ZONING
From Agricultural To
Planned Development District (PD)
(Within the Lakeside Business District)
Flower Mound, Texas

NOTE: Due to the length of the ordinance regulating PD-83, the following pages provide relevant details related to the property being considered at this time- ZPD19-0006



The following represents the approved development standards for Planned Development District 83 (PD-83)

P&Z Review – October 11, 2004
Town Council Review – December 6, 2004

ZONING FILE#:
PD-83
Review Date:
December 6, 2004

Submitted By:
LNR Property Corporation

Prepared By:
MESA Design Group

Exhibit B
Sub-district Plan

LEGEND

- STREET BUFFER /LANDSCAPE BUFFER PLANT ZONE
- INTERSECTION ENHANCEMENT ZONE
- SEDIMENT POND
- PROPERTY LINE
- EASEMENTS
- SETBACKS
- ZONES
- SUB-DISTRICTS

A SUB-DISTRICT A: BUILDABLE AREA

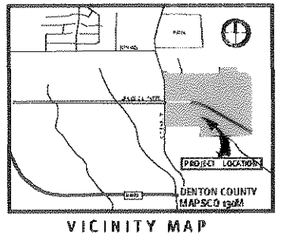
B SUB-DISTRICT B: BUILDABLE AREA

C MANAGEMENT AREA

BUILDABLE AREA: THE BUILDABLE AREA IS THAT AREA OF THE SITE IN WHICH BUILDINGS, DRIVES, TRUCK COURTS, TRAILER AREAS PARKING LOTS, AND OTHER SUCH BUILDING AND BUILDING APRON DEVELOPMENT IS LOCATED.

MANAGEMENT AREA: THE MANAGEMENT AREA IS THAT AREA OF THE SITE IN WHICHVARIOUS STRATEGIES FOR PRESERVATION, STABILIZATION, EROSION CONTROL, CONSERVATION, AND OTHER MANAGEMENT PRACTICES ARE IMPLEMENTED. SUCH STRATEGIES AND PRACTICES ARE MORE SPECIFICALLY DESCRIBED IN THE PROJECT ENVIRONMENTAL REPORT AND ENGINEERING DOCUMENTS.

- ZONE C-1: PRESERVATION ZONE
- ZONE C-2: CORRECTION ZONE (MODERATE AUGMENTATION)
- ZONE C-3: STABILIZATION ZONE (COMPREHENSIVE AUGMENTATION)



VICINITY MAP

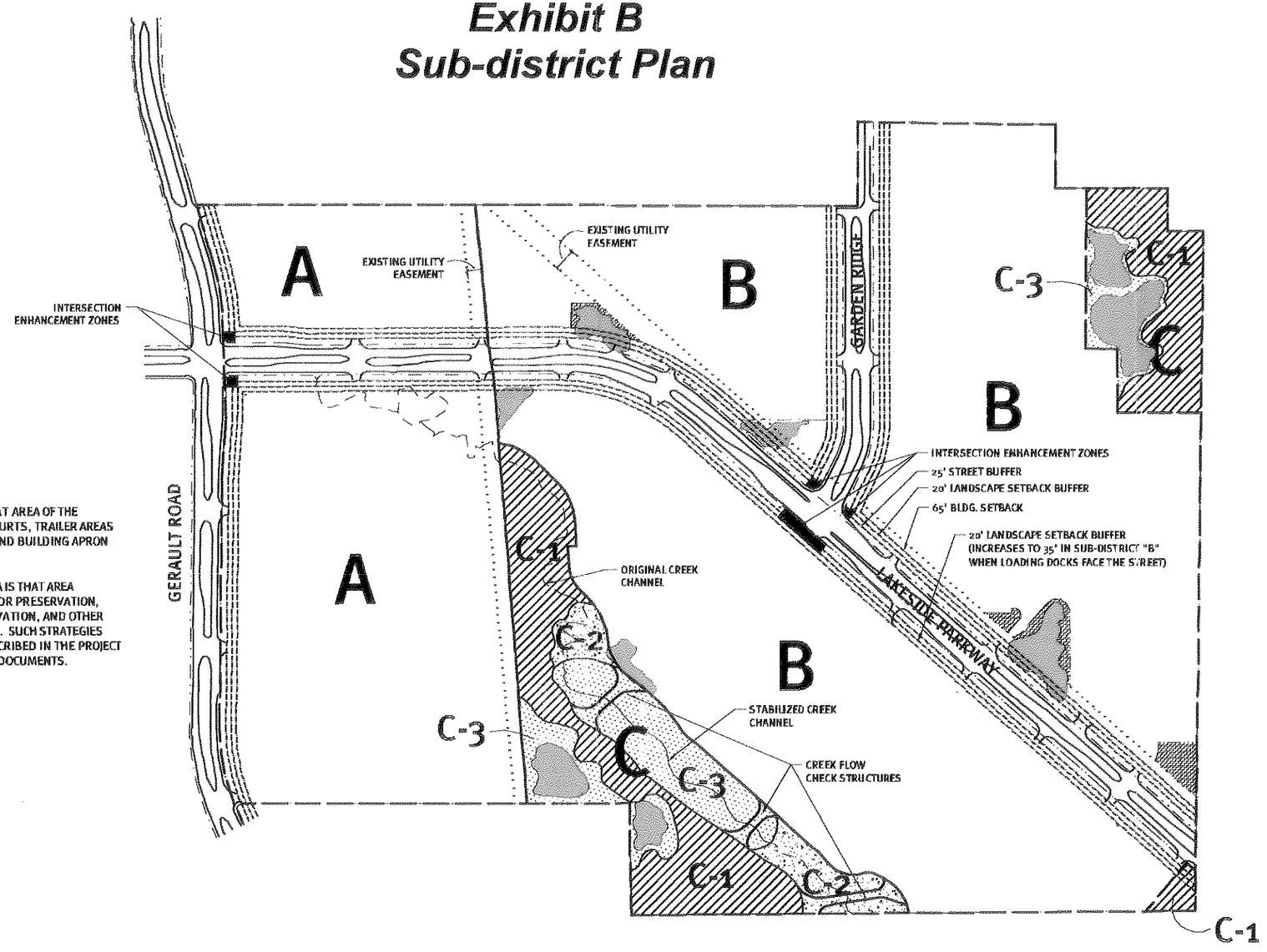


EXHIBIT "B"

0 100 200 400 600

LAKESIDE RANCH BUSINESS PARK

FLOWER MOUND, TEXAS

MESA

EXHIBIT "C"
DEVELOPMENT STANDARDS
Planned Development
Lakeside Ranch Business Park

The development as described in Exhibit "A" shall be in accordance with the Town's Master Plan 2001 and Land Development Code, as amended, and shall be subject to the following conditions and requirements. The site shall be developed in accordance with Exhibit "B" Sub-district Plan, Exhibit "C," Development Standards; Exhibit "D-1 th D-10," Concept Development Plans; Exhibit "E," Concept Landscape Plan; Exhibit "F," Schematic Building Elevations, Exhibit "G" Schematic Design for Intersection Marker, Exhibit "H" Corrective Creek Measures, Exhibit "I" Stone and Concrete Color Chart, Exhibit "J" Metals and Roofing Color Chart, Exhibit "K" ROW Grading Sections, Exhibit "L" Lakeside Parkway ROW Planting Plan, Exhibit "M" Gerault Road ROW Planting Plan, Exhibit "N" Garden Ridge ROW Planting Plan, Exhibit "O" Landscape Chart, Exhibit "P" Master Signage Plan, Exhibit "Q" Grading and Drainage, Exhibit "R" Detention Exhibit, Exhibit "S" Mass Grading Plan, Exhibit "T" Creek Cross Sections, Exhibit "U" Water and Sanitary Sewer Exhibits, and Exhibit "V" Temporary Detention Pond Exhibits. All schematic Exhibits are subject to modification as may be approved at the time of Final Site Plan submittal provided that the final site plan submitted substantially conforms to the design intent, spatial requirements adjacent to any public right of ways, designated areas of nartural preservation and environmental management, and designated development densities.

That the Planned Development District described in Exhibit "A" is comprised of certain Planned Development Sub-districts. These Sub-districts are described below and shown on Exhibit "B". The development guidelines for each district are contained herein. These Sub-Districts where established from the Submitted Environmental Report to the Town (on file). The Sub-districts established by this Planed Development Ordinance are:

Sub-district "A"

This sub-district defines a development zone fronting Gerault Road, portions of Lakeside Parkway, and the west Right-of-Way line of the proposed Garden Ridge Road and contains development parcels that abut the preservation portions of Sub-district "C" as well as frame the intersection of Gerault Road and Lakeside Parkway. Development within this sub-district shall comply with the design standards of this ordinance.

Sub-district "B"

This Sub-district defines a development zone fronting portions of Lakeside Parkway and the east Right-of-Way line of the proposed Garden Ridge Road and contains development parcels that abut the environmental stabilization portions of Sub-district "C". In addition, the ability of parcels within this Sub-district to accommodate special market needs (in terms of building size and capability) requires additional landscape requirements to effectively preserve the thematic street identities established by this ordinance.

Sub-district "C"

This Sub-district defines an environmental management and preservation zone that contains key portions of the creek corridor and certain distinctive stands of trees. Stabilization, management, and preservation standards and practices applicable to this Sub-district shall be described in The Environmental Report (entitled Environmental Report for the Lakeside Ranch Business Park, A Development of LNR Property Corporation) Exhibit "H".

A. ***PERMITTED USES***

The underlying land uses permitted by this Planned Development within Sub-districts "A" and "B" are those generally allowed under the Campus Industrial District as defined in Chapter 12, Section 3.28 of the Town of Flower Mound Land Development Code. However, various land uses listed under the Campus Industrial classification use a general nomenclature that is unclear as to specific activities that would be recognized as consistent with that use. Therefore, various general use nomenclatures within the Campus Industrial category is expanded with a more detailed definition that addresses these specific activity issues. Permitted Uses are:

1. ***Purpose and intent.***
   The CI campusindustrial district is designed primarily to accommodate a variety of light industrial developments such as industrial parks, clean manufacturing, office/showrooms and similar uses in a planned campus setting. Retail, restaurant, hotel and similar uses serving the commercial/ industrial uses could be appropriate, if they are planned as integral elements of the developments. In addition to the use and area regulations of this section, development in the CI campusindustrialdistrict shall be in compliance with all other applicable provisions of this chapter.

   (Code 1989, ch. 12, § 3.28; Ord. No. 32-00, § 4(3.28(a)), 4-3-2000)

2. ***Permitted Uses.***
   The following uses shall be permitted in the I-1industrial district-1, subject to compliance with any applicable conditions and all other provisions of this chapter:

   Accessory use, general, subject to section 98-972 and including such surface activities as trailer storage and or recycling containment related to the operations of a primary use permitted by this section and temporary detention areas that are required in the phasing of the overall project. Accessory use also includes services/ activities provided for the benefit of the employees of a primary use permitted by this section such as employee Day Care.

   Amusement and recreation (indoors), subject to section 98-973
   Amusement and recreation (outdoors)
   Bakery or confectionery, wholesale
   Bank or savings and loan
   Bottling works which includes the normal operations of a facility which bottles and stores liquids and other materials that are permitted by the Town of Flower Mound.
   Building material sales or storage (indoors)
   Bus station or terminal
   Cabinet and upholstery shop
   Cleaning, dyeing or laundry plant
   Cleaning/ laundry pick-up station only
   College or university
   Community center, public

Fire station
Florist
Food processing
Heliport
Helistop
Hospital
Hotel or motel
Laboratory, medical and dental
Laboratory scientific and research including manufacturing laboratories in which the compounding of products, assembly of technical equipment, and the separation of materials/ elements under controlled environmental conditions or where such use is particularly related to research and development.
Lithographic or print shop
Local utility line
Maintenance service
Manufacturing, light includes all facilities which provide areas for firms and/ or activities engaged in industrial use for manufacturing, processing, assembly, fabrication, warehousing, and research and development where the processes of such a use or the treatment of materials emits only a nominal amount of dust, odor, gas, smoke, or noise and not more than 20% of the tract is used for open storage (outside the building) of products, materials, or equipment. Nominal means that there is no more than a .001% increase in the existing levels of dust, odor, gas, smoke, or noise in any area beyond the property line as measured by a means appropriate to each emission type.
Museum, library or art gallery, public
Off-street parking, accessory
Office, general business and professional
Office-showroom/warehouse
Park or playground, public
Parking lot, commercial
Parking structure, commercial
Personal improvement services
Public building, shop or yard
Railroad freight or passenger station
Railroad team track
Railroad track
Recreation center, public
Restaurant, general
Retail, single tenant (less than 25,000 square feet)
Retail, single tenant (25,000 square feet but less than 50,000 square feet)
Retail, single tenant (50,000 square feet but less than 75,000 square feet)
School, business
School, commercial trade
Sewage pump station
Studio, television or radio
SUP in CI (as specified bellow)
Swimming pool, commercial
Telephone equipment station

Temporary Use (as specified bellow)
Theater
Tool rental (domestic equipment)
Warehousing and wholesale, general includes an establishment offering wholesaling, storage or warehousing services not classified in any other land use category. Typical uses include, but are not limited to, wholesale distributors, storage warehouses, moving and storage firms, and trucking and shipping operations, including storage of trailers or other distribution vehicles and or equipment.

3. ***Specific Uses***

The following uses shall be permitted in the CI campusindustrialdistrict only upon approval of a specific use permit by the town council in accordance with the procedures and standards of section 90-186, specific use permits:

Car wash, automatic
Car and Truck Rental
Communication tower, commercial, subject to 98-977
Day care center
Electrical energy generating plant
Electrical line/substation, high voltage, subject to section 98-979
Health club or athletic club
Institution, drug or psychiatric treatment
Parking lot, trucks or trailers (transport)
Private club, subject to section 98-989
Private franchise utility (not listed)
Private utility shop, yard or building
Recycling dropoff center, subject to section 98-990
Repair services, general
Restaurant, fast food
Retail, single tenant (75,000 square feet, but less than 100,000 square feet)
Retail, single tenant (more than 100,000 square feet)
Sewage treatment plant
Transmission pipeline, subject to section 98-997
Water well, storage or pump station
(Code 1989, ch. 12, § 3.28; Ord. No. 32-00, § 4(3.28©), 4-3-2000; Ord. No. 75-03, § 2, 1-3-2003)

4. ***Temporary Use.***

The following uses shall be permitted in the CI, Campus Industrial District only upon approval of a Temporary Use Permit in accordance with the procedures and standards of Section 6.14, Temporary Use Permit.

Asphalt/ concrete batch plant, temporary, subject to Section 3.05 (d)(3)
Building material yard and construction office
Field office, temporary
Temporary special event subject to section 98-976

iii. Screen Wall and use Prohibitions

(a). When a perimeter wall is used as a screen wall, it shall be a masonry wall except when sufficient evergreen landscape material (that is hardy for Flower Mound) is planted to block view of the area to be screened (in conformance with the Landscape Design Standards section of this Ordinance). In cases where landscape screening can be accomplished in conjunction with a perimeter fence, the perimeter fence may be chain link when hidden by the Landscape Screen (in conformance with the guidelines above).

3. Site Design Guidelines

Design Intent

The general intention of these Site Design Section Standards is to preserve the existing natural qualities of the Planed Development District and promote a sense of spaciousness that will facilitate preservation of natural features wherever possible. The placement of buildings, set backs, and parking layout preserve openness of the landscape and promote those qualities associated with a campus environment. Standards that influence building site design are as follows:

a. Loading bays:

Loading bays shall not be located in the Gerault Rd. facing portion of any structure fronting on Gerault. Service Areas and Loading Docks for any structure shall not be placed on the Gerault Road or Lakeside Pkwy. side of any structure fronting on Lakeside or Gerault. When any structure is on a corner lot, every effort must be taken to locate service bays and loading docks on the side of the building away from the street. Where cross-bays prevent full achievement of this standard on a corner lot and such bays must face a street, they shall not face the more major street (except as provided in Standards for Sub-district "B"). Gerault Rd and Lakeside Parkway are more major than Garden Ridge.

b. Auxiliary structures:

Auxiliary structures shall not be located in the front yard space of any site unless such structures meet the following conditions:

i. Are intended as guard or other security structure.

ii. Are a subordinate component of the architectural design of the dominant building and integrated into the building design through the use of materials and/ or forms and/ or details.

c. Structures with an office component:

Structures with an office component that is architecturally expressed and not located within a truck court shall be designed so that the office portion of a

building does not directly abut paved parking areas. A minimum 5-foot landscape strip shall be provided between parking areas and office portion of the structure.

d. Building setbacks within the Planned Development District (Building Sitting):

All structures located within the Planed Development District, must be placed outside the Landscape Setback along any public street frontage (indicated on the attached Planned Development District Plan). In this way, the streetscape developed within the Landscape Setback will define the street and not the building. Therefore, the building set back is greater then the Landscape Setback. Building setbacks are as follows:

i. Front Yard: Front yard setback shall be measured form the R.O.W. and include the landscape setback and be as follows;

(a). 65'-0" from the R.O.W. (inclusive of the 45-foot landscape easement/setback for Gerault Rd.)

(b). 65'-0" from the R.O.W. (inclusive of the 45-ft Landscape Setback for Lakeside Parkway)

(c). 65'-0" from R.O.W.(inclusive of the 45-foot landscape easement/setback for Garden Ridge Rd.)

ii. Side Yard: 25 feet any lot line or any retention/ detention/ drainage area.

iii. Rear Yard: 25 feet from any lot line or any retention/ detention/ drainage area.

4. Parking:

Parking Structures are prohibited in the front yard space of buildings along any public street. All parking areas and surfaces shall not encroach within the required Landscape Setback and are therefore set back at least 45-feet from any street. However, the Landscape Setback may be used to satisfy required parking screen landscape as specified above in the screen section of these guidelines.

a. Parking areas on the street side
of any building shall maintain a 5-foot landscape edge between the parking area and the building. This requirement does not apply to truck loading areas or parking located within truck loading aprons.

b. Parking lots may be constructed
within the building setback zone (but not in the landscape set back zone).

c. Parking lots shall provide
landscaping in conformance with the Landscape Design Guidelines of this Ordinance.

6. Building Design Guidelines

Design Intent:

The general intention of these Building Design Standards is to establish a visual fabric of continuity and promote those aspects of design and construction that will maintain the quality of the Planned Development District. Guidelines that influence building design are as follows:

a. Building Form:

The building form will maintain an overall visual unity, interest, and sense of human scale by:

i. ***Closed Parapets:*** The flat roof is concealed behind a vertical extension of the wall plane.

ii. ***The office portion of any structure*** shall have a unified design treatment with the plant portion. The office portion shall not be the only part of the building to receive design consideration.

b. Roof :

The dominant roof form for all buildings within this Planned Development District is a flat roof. Pitched, arched, or shed roof forms for such buildings are limited to subordinate architectural masses. The qualities of roof are:

i. ***Containment of Roof Behind Parapet***: when a roof is not expressed as an architectural form or element of the building composition, it shall be concealed behind a solid parapet. Utilitarian accommodations of roof, without architectural significance are not allowed expression beyond the building wall. Therefore, building walls capped with a gravel stop are not allowed.

ii. ***Roof apparatus*** such as HVAC equipment and venting shall be screened from public view.

iii. ***Mansard or Gambrel*** roof forms are prohibited.

c. Definition of Entrance:

Entrances shall be clearly defined and inviting. Appropriate treatment of entrances include:

i. Coordinated with Landscaping: All public entries into the structure must bear a relationship to the landscape development of the site. Pathways leading to the entry must be articulated within the landscape design so that the means of accessing the entry is clearly understood. The pathway to the entry must be given visual dominance in the landscape design, through the use of such devices as a widened pathway with accent planting, or a plaza, or a water

feature, or other means of giving the public entry visual prominence.

d. Fenestration:

Windows and other wall openings must be defined by function and structure and must be consistent in form, pattern, articulation, and color. Appropriate treatments of fenestration include:

i. Glazing Type and Color: Reflective glass is not permitted. Glass must have a character of transparency. Tinted glass may be used. However, the tinting shall not reduce the light transmission to less than 35%. Reflective glass shall not have a reflectivity that exceeds 30%.

e. Lighting:

It is the intent of this guideline to create a distinctive nighttime form that is uniquely expressed in the treatment of building lighting. The acceptable qualities of lighting are:

i. ***On Site Vehicular Circulation and Parking Lot Lighting:*** All such lighting will consist of a uniform light standard and fixture that will be used for lighting throughout the site. The maximum overall light level for parking areas is 2 foot candles so that the internal light of buildings is not over powered by the ambient external light level. Light fixtures must be zero cut off with the light source completely inside and above the bottom of the fixture shield to cut off the horizontal glare.

ii. ***Landscape Lighting:*** Landscape lighting will be permitted at entrances and limited to the landscape entry zone.

f. Height:

Building heights within the Planned Development District will generally be lower due to the predominant uses. However, it is the intent of these guidelines to encourage places of greater intensity and nodal form. Such places would identify important centers of activity. Therefore, the permitted heights within the Planned Development District are as follows:

i. ***District A:*** 3 Stories or 45 feet (measured to a point half way up the roof form and excluding architectural projections)

ii. ***District B:*** 3 Stories or 45 feet (measured to a point half way up the roof form and excluding architectural projections)

7. Signage Standard:

All monument, entry, ground mounted directional signs shall comply to Exhibit P, and the Sign Standards of the Town of Flower Mound (Chapter 86) except as amended by Exhibit P. All other signs shall comply to (Chapter 86).

8. ***Landscape Design Guidelines:***

Design Intent:

The general intention of these Landscape Design Standards is to establish a visual fabric of continuity and promote those aspects of design and construction that will maintain the quality of the Planned Development District. Standards that influence building design are as follows:

a. Landscaping Setback Zone:

A landscape setback will be maintained along the frontage of Gerault Rd., Lakeside Pkwy., and Garden Ridge within the Planned Development District. Parking areas shall not encroach upon the required landscape setback but the edge of the setback that interfaces with parking areas or the building front yard space may be used to satisfy screening requirements. Similarly, the remainder of the landscape setback that interfaces with the public right of may be used to satisfy "Landscape Materials and Forms within the Landscape Setback Zone" requirements (specified below). Therefore, the Landscape Setback Zone has two component parts described in this section. These parts are the Street Buffer (25 feet of the Landscape setback Zone) and the Landscape Setback Buffer (the remainder of the Landscape Setback Zone). The Required Landscape Setback Zone for each street frontage is as follows;

i. ***GERAULT ROAD***. – 45'-0"

ii. ***LAKESIDE PARKWAY***. – 45'-0" (increased to 60'-0" to allow additional screening when loading docks facing Lakeside Pkwy. In Sub-district "B")

iii. ***GARDEN RIDGE***. – 45'-0"

b. Landscape Materials and Forms within the Landscape Setback Zone and Street Right of Way:

i. ***Required Parking Lot screening*** may be provided within the Landscape Setback and the remainder of the zone shall be planted in accordance with the landscape setback requirements specified below.

ii. ***Landscape Setback and Street Right of Way Planting Requirements by Street:*** Each of the Landscape Setback and street Right of way zones fronting Gerault Rd., Lakeside Parkway, and Garden Ridge. Shall be subdivided as follows:

(a).***The Right of Way Zone:*** The right of way zone (typically 13 feet) lies between the curb of the public street and the shared Right of Way/ property line of any property fronting Gerault Rd., Lakeside Parkway, and/ or Garden Ridge Rd.

(b). ***The Street Buffer:*** The Street Buffer is defined by a "setback" line that lies within the property 25 feet from the shared Right of Way/ Property line of any property fronting Gerault Rd., Lakeside Parkway, and/ or Garden Ridge Rd. This is a subdivision of the aforementioned Landscape Setback Zone that compliments the planting themes of the Right of Way zone and serves to assure creation of a thematic street.

(c) ***The Landscape Setback Buffer:*** The Landscape Setback Buffer is defined by a "setback" line within the property, 20 feet from the above-described Street Buffer Line (a distance of 45 feet from the shared Right of way/ property line of any property fronting Gerault Rd., Lakeside Parkway, and/ or Garden Ridge Rd.). This is a subdivision of the aforementioned Landscape Setback Zone that accomplishes effective screening and provides a visual backdrop for the thematic street planting that preserves a sense of the native landscape condition. This zone shall be increased by an additional 15 feet in Sub-district "B" along Lakeside Parkway when loading docks front Lakeside Parkway making a total of 60 feet from the shared Right of Way/ property line along Lakeside Parkway.

This area will vary in configuration but will maintain a minimum 20-foot buffer distance (except as amended above in Sub-district "B") contiguous with the Street Buffer area. Particular variations on the configuration of this zone are likely to occur on the north side of Lakeside Parkway. Where possible, portions of this zone may be used for the creation of sedimentation catchment areas, which are part of the drainage management system for this Planned Development.

(d). ***The Street Buffer/ Landscape Buffer Plant Area within Sub-district "B":*** The Street Buffer/ Landscape Buffer Plant Area is comprised of those areas schematicly indicated on Exhibit "B" (such areas may vary as a function of final building design and/ or site design). The minimum total land area in all Street Buffer/ Landscape Buffer areas within Sub-district "B" shall be 95,000 square feet. Planting within this zone is intended to accomplish the following purposes:

Replace (in its effect) the Street Buffer and Landscape Buffer Tree planting displaced by the current utility easement located parallel to (and contiguous with) the north right of way line of Lakeside Parkway within Sub-district "B".

Screen potential oblique views of building loading areas along the north side of Lakeside Parkway within Sub-district "B"

All landscaping within the above specified components of the Landscape Setback/ Right of Way zone shall be planted in accordance with the following:

i. Gerault Rd.:

1. ***The Right of Way Zone:***

   a. ***Trees:*** Trees shall be planted in "informal" drifts no less than 80 feet in length and no more than 480 feet apart. Trees shall be of the same species along any common street Right of Way and selected from the Approved Plant List. Trees in such drifts shall be planted at a maximum of 15 feet on center in a staggered alignment with the minimum number of trees in such drifts (along Gerault Rd.) equaling one tree for every 60 feet of property frontage along Gerault Rd.

   b. ***Grasses and Ground Cover:*** Grasses and ground covers shall comprise the remaining unplanted area of the Right of Way zone (including the median). A native grass mix of the type identified in the Approved Plant List shall be "mulched seeded" in a natural configuration that has a curvilinear edge. The area of such "Native Grass Seed" mix shall cover no less than 20% of the total area of the Right of Way Zone. Remaining unplanted portions shall be planted with a irrigated Buffalo Grass or Bermuda Grass (of a type specified in the Approved Plant List. Maintenance edges shall be provided where the irrigated grasses and the native grasses come together. Any portion of the irrigated grass may be planted in a ground cover of a type specified in the Approved Plant List. Shaded ground areas beneath canopy trees shall be maintained as a mulch bed or be planted with a shade tolerant ground cover selected from the Approved Plant List.

2. ***The Street Buffer Zone***

   a. ***Trees:*** Canopy trees within the Street Buffer Zone shall be planted in drifts which are contiguous with or connected to the canopy drifts described in the Right of Way Zone (above). Trees may be of several species (thus creating the qualities of a natural plant community) and selected from the Approved Plant List. Trees in such drifts shall be planted at a maximum of 15 feet on center in a staggered alignment with the minimum number of trees in such drifts (along Gerault Rd.) equaling one tree for every 70 feet of property frontage along Gerault Rd.

   b. ***Ornamentals and Understory:*** To enhance the natural appearance of tree drifts, the edges of such drifts shall be accented with understory plants in a fashion that typically occurs in the native landscape. Understory planting shall be planted in natural patterns located so as to appear protected by the overstory of canopy trees. Understory trees shall be planted at the edge of the tree drift in naturalistic combinations with the minimum number of such trees being one understory tree for every 20 feet of canopy tree drift perimeter (in the

Street Buffer Zone that is not contiguous with or connected with the tree drift located in the Right of Way Zone).

c. ***Tree and Understory Mixtures:*** Additional drifts of mixed tree and understory plants shall be planted apart from the canopy tree drifts (described above). These shall primarily occur between the Canopy Tree Drifts (described above), have a minimum length of 40 feet and be no further apart than 480 feet. Any mixture of understory and overstory plants (selected from the Approved Plant List) is permitted provided that trees used in the drift mix are clustered together and a minimum spacing of 12 ft. centers for trees and 6 ft centers for understory plants is maintained.

d. ***Grasses and Ground Cover:*** Grasses and ground covers shall comprise the remaining unplanted area of the Street Buffer zone (and appear as extensions of those created in the Right of Way Zone, above). A native grass mix of the type identified in the Approved Plant Listshall be "mulched seeded" in a natural configuration that has a curvilinear edge. The area of such "Native Grass Seed" mix shall cover no less than 40% of the total area of the Street Buffer Zone. Remaining unplanted portions shall be planted with a irrigated Buffalo Grass or Bermuda Grass of a type specified in the Approved Plant List. Maintenance edges shall be provided where the irrigated grasses and the native grasses come together. Any portion of the irrigated grass may be planted in a ground cover of a type specified in the Approved Plant List. Shaded ground areas beneath canopy trees shall be maintained as a mulch bed or be planted with a shade tolerant ground cover selected from the Approved Plant List.

3. The Landscape Setback Buffer Zone

a. ***Trees and Understory Mixtures:*** The Drifts of combined tree and understory plants described above shall be extended into the Landscape Buffer Setback Zone with additional drift plantings that are contiguous with or extensions of the Tree and Understory Drifts described above. Such extensions shall widen the Street Buffer Zone Drift by 12 feet or extend it by 12 feet (or some combination thereof where the total enlargement is equal to a minimum 144 square feet. Any mixture of understory and evergreen overstory plants (selected from the Approved Plant List) is permitted provided that trees used in the drift mix are clustered together and a minimum spacing of 12 ft. centers for trees and 6 ft centers for understory plants is maintained.

b. ***Ground Forms:*** Plant heights required for parking and service

screening below may be reduced to the extent that berm ground forms are used to accomplish required screening. When berms are used, they shall have a maximum slope toward the street of 4:1 and have a maximum height of 3 ft. Ground forms shall express natural land formations and have curvilinear configurations.

c. ***Screen Planting:*** The Tree and understory drifts accomplish a portion of the screening requirement. Additional planting within the Landscape Setback Buffer shall provide screening of building parking and/ or services.

d. ***Parking Screening*** shall be accomplished with shrubs planted in curvilinear forms that extend from the above-described Tree and Understory Drifts, maintain a 36-inch plant height within one year of planting, and screen at least 75% of the parking frontage of any one parcel. Screen shrubs shall be selected from the Approved Plant List.

e. ***Building Service Screening*** shall be accomplished with additional evergreen tree planting, planted in natural drifts, have a height of 14 feet within one year of installation, and screen 100% of the service area. Screen Trees shall be selected from the Approved Plant List.

f. ***Grasses and Ground Cover***: Grasses and ground covers shall comprise the remaining unplanted area of the Landscape Setback Buffer zone (and appear as extensions of those created in the Zones, above). A native grass mix of the type identified in the Approved Plant List shall be "mulched seeded" in a natural configuration that has a curvilinear edge. The area of such "Native Grass Seed" mix shall cover no less than 40% of the total area of the Street Buffer Zone. Remaining unplanted portions shall be planted with a irrigated Buffalo Grass or Bermuda Grass (of a type specified in the Approved Plant List. Maintenance edges shall be provided where the irrigated grasses and the native grasses come together. Any portion of the irrigated grass may be planted in a ground cover of a type specified in the Approved Plant List. Shaded ground areas beneath canopy trees shall be maintained as a mulch bed or be planted with a shade tolerant ground cover selected from the Approved Plant List.

4. ***The Street Median:*** Only the street median planting that constitutes the pro-rata share of such planting attributable to property owners within this Planned Development shall apply to this Planned development.

   a. ***Trees:*** Trees shall be planted in "informal" drifts of no less than

four trees (planted at 15 ft. on center) and such drifts shall be no more than 280 feet apart (GERAULT ROAD). Trees shall be of the same species along any common street Right of Way and selected from the Approved Plant List. Trees in such drifts shall be planted at a maximum of 15 feet on center in a staggered alignment.

b. ***Grasses and Ground Cover:*** Grasses and ground covers shall comprise the remaining unplanted area. This area shall be planted with an irrigated Buffalo Grass or Bermuda Grass (of a type specified in the Approved Plant List). Any portion of the irrigated grass may be planted in a ground cover of a type specified in the Approved Plant List. Maintenance edges shall be provided where the irrigated grasses and ground cover come together. Shaded ground areas beneath canopy trees shall be maintained as a mulch bed or be planted with a shade tolerant ground cover selected from the Approved Plant List.

ii. Lakeside Pkwy.:

1. The Right of Way Zone:

a. ***Trees:*** Trees shall be planted in "informal" drifts no less than 100 feet in length and no more than 700 feet apart with an alternating pattern across the street. Trees shall be of the same species along any common street Right of Way and selected from the Approved Plant List. Trees in such drifts shall be planted at a maximum of 15 feet on center in a staggered alignment with the minimum number of trees in such drifts (along Lakeside Pkwy.) equaling one tree for every 70 feet of property frontage along Lakeside Pkwy..

b. ***Grasses and Ground Cover:*** Grasses and ground covers shall comprise the remaining unplanted area of the Right of Way zone (including the median). A native grass mix of the type identified in the Approved Plant List shall be "mulched seeded" in a natural configuration that has a curvilinear edge. The area of such Native Grass Seed" mix shall cover no less than 20% of the total area of the Right of Way Zone. Remaining unplanted portions shall be planted with a irrigated Buffalo Grass or Bermuda Grass of a type specified in the Approved Plant List. Maintenance edges shall be provided where the irrigated grasses and the native grasses come together. Any portion of the irrigated grass may be planted in a ground cover of a type specified in the Approved Plant List. Shaded ground areas beneath canopy trees shall be maintained as a mulch bed or be planted with a shade tolerant ground cover selected from the Approved Plant List.

2. *The Street Buffer Zone*

a. ***Trees:*** Canopy trees within the Street Buffer Zone shall be planted in drifts which are contiguous with or connected to the canopy drifts described in the Right of Way Zone (above). Trees may be of several species (thus creating the qualities of a natural plant community) and selected from the Approved Plant List. Trees in such drifts shall be planted at a maximum of 15 feet on center in a staggered alignment with the minimum number of trees in such drifts (along Lakeside Pkwy.) equaling one tree for every 70 feet of property frontage along Lakeside Pkwy.

b. ***Ornamentals and Understory:*** To enhance the natural appearance of tree drifts, the edges of such drifts shall be accented with understory plants in a fashion that typically occurs in the native landscape. Understory planting shall be planted in natural patterns located so as to appear protected by the overstory of canopy trees. Understory trees shall be planted at the edge of the tree drift in naturalistic combinations with the minimum number of such trees being one understory tree for every 20 feet of canopy tree drift perimeter (in the Street Buffer Zone that is not contiguous with or connected with the tree drift located in the Right of Way Zone).

c. ***Tree and Understory Mixtures:*** Additional drifts of mixed tree and understory plants shall be planted apart from the canopy tree drifts (described above). These shall primarily occur between the Canopy Tree Drifts (described above), have a minimum length of 50 feet and be no further apart than 700 feet. Any mixture of understory and overstory plants (selected from the Approved Plant List) is permitted provided that trees used in the drift mix are clustered together and a minimum spacing of 12 ft. centers for trees and 6 ft centers for understory plants is maintained.

d. ***Grasses and Ground Cover:*** Grasses and ground covers shall comprise the remaining unplanted area of the Street Buffer zone (and appear as extensions of those created in the Right of Way Zone, above). A native grass mix of the type identified in the Approved Plant List shall be "mulched seeded" in a natural configuration that has a curvilinear edge. The area of such Native Grass Seed" mix shall cover no less than 40% of the total area of the Street Buffer Zone. Remaining unplanted portions shall be planted with a irrigated Buffalo Grass or Bermuda Grass (of a type specified in the Approved Plant List. Maintenance edges shall be provided where the irrigated grasses and the native grasses come together. Any portion of the irrigated grass may be planted in a ground cover

of a type specified in the Approved Plant List. Shaded ground areas beneath canopy trees shall be maintained as a mulch bed or be planted with a shade tolerant ground cover selected from the Approved Plant List.

3. *The Landscape Setback Buffer Zone*

a. ***Trees and Understory Mixtures:*** The Drifts of combined tree and understory plants described above shall be extended into the Landscape Buffer Setback Zone with additional drift plantings that are contiguous with or extensions of the Tree and Understory Drifts described above. Such extensions shall widen the Street Buffer Zone Drift by 12 feet or extend it by 24 feet (or some combination thereof where the total enlargement is equal to a minimum 288 square feet. Any mixture of understory and evergreen overstory plants (selected from the Approved Plant List) is permitted provided that trees used in the drift mix are clustered together and a minimum spacing of 12 ft. centers for trees and 6 ft centers for understory plants is maintained.

b. ***Ground Forms:*** Plant heights required for parking and service screening below may be reduced to the extent that berm ground forms are used to accomplish required screening. When berms are used, they shall have a maximum slope toward the street of 4:1 and a maximum height of 3 ft. Ground forms shall express natural land formations and have curvilinear configurations.

c. ***Screen Planting:*** The Tree and understory drifts accomplish a portion of the screening requirement. Additional planting within the Landscape Setback Buffer shall provide screening of building parking and/ or services.

d. ***Parking Screening*** shall be accomplished with shrubs planted in curvilinear forms that extend from the above-described Tree and Understory Drifts, maintain a 36-inch plant height within one year of planting, and screen at least 75% of the parking frontage of any one parcel. Screen shrubs shall be selected from the Approved Plant List.

e. ***Building Service Screening*** shall be accomplished with additional evergreen tree planting, planted in natural drifts, have a height of 14 feet within one year of installation, and screen 100% of the service area. Screen Trees shall be selected from the Approved Plant List.

f. ***Grasses and Ground Cover:*** Grasses and ground covers shall comprise the remaining unplanted area of the Landscape

Setback Buffer zone (and appear as extensions of those created in the Zones, above). A native grass mix of the type identified in the Approved Plant List shall be "mulched seeded" in a natural configuration that has a curvilinear edge. The area of such Native Grass Seed" mix shall cover no less than 40% of the total area of the Street Buffer Zone. Remaining unplanted portions shall be planted with a irrigated Buffalo Grass or Bermuda Grass (of a type specified in the Approved Plant List. Maintenance edges shall be provided where the irrigated grasses and the native grasses come together. Any portion of the irrigated grass may be planted in a ground cover of a type specified in the Approved Plant List. Shaded ground areas beneath canopy trees shall be maintained as a mulch bed or be planted with a shade tolerant ground cover selected from the Approved Plant List.

g. ***Modification*** of the above requirements when an existing utility easement on the north side of Lakeside Parkway prevents tree planting within the normal Street Buffer and Landscape Setback Buffer: An 85-foot wide utility easement on the north side of Lakeside Parkway (within Sub-district "B") prevents Street Buffer and Landscape Setback Buffer, tree planting in accordance with the landscape standards of this ordinance (specified above). Therefore, areas outside the 85 foot utility easement shall be designated for supplementary tree planting in lieu of tree planting in the Street Buffer and Landscape Setback Buffer as specified above and shall be known as Street Buffer/ Landscape Setback Buffer Planting Areas. These areas are schematicly indicated on the Planned Development Sub-districts and Sub-districts Condition Plan (Exhibit "B") and shall be planted as follows"

4. ***Portions of the Street Buffer/ Landscape setback Buffer Planting Area*** indicated as a Sediment Catchment Zone, shall provide canopy tree planting that does not exceed the tree planting densities of one tree per 4,000 s.f.

5. ***Other portions of the Street Buffer/ Landscape setback Buffer Planting Area*** shall be planted with informal drifts of Canopy Trees or combined Canopy Tree and Evergreen Tree planting. Combined Canopy Tree and Evergreen Tree drifts shall be located outside any area designated as a Sediment Catchment Zone and shall consist of at least one canopy tree and two evergreen trees in any one drift. In the total area of the Street Buffer/ Landscape Setback Buffer Planting Area the total number of trees (combination of canopy trees and evergreen trees) provided shall equal one tree for every 50 lineal feet of utility easement frontage along the north side of Lakeside Parkway. Where planting is required to screen views, then an appropriate number of evergreen

trees and other screen plant materials shall be provide to make an effective screen. Canopy trees planted in any designated Sediment Catchment Zone (within the street Buffer/ Landscape setback Buffer Planting Area) shall count toward the required number tree specified in this section.

6. ***The Street Median***

   a. ***Trees:*** An existing Utility line in the street median of Lakeside Parkway prevents tree planting without specific evaluation by and approval from the Town. Therefore, tree planting in the median of Lakeside Parkway is not a requirement of this ordinance. However, a voluntary tree planting initiative may be undertaken upon approval by the Town of Flower Mound. If such a voluntary tree planting initiative is undertaken, trees shall be planted in "informal" drifts of no less than four trees (planted at 15 on center) and such drifts shall be no more than 700 feet apart (LAKESIDE PARKWAY). Trees shall be of the same species along any common street Right of Way and selected from the Approved Plant List. Trees in such drifts shall be planted at a maximum of 15 feet on center in a staggered alignment.

   b. ***Grasses and Ground Cover:*** Grasses and ground covers shall comprise the remaining unplanted area. This area shall be planted with an irrigated Buffalo Grass or Bermuda Grass (of a type specified in the Approved Plant List). Any portion of the irrigated grass may be planted in a ground cover of a type specified in the Approved Plant List. Maintenance edges shall be provided where the irrigated grasses and ground cover come together. Shaded ground areas beneath canopy trees shall be maintained as a mulch bed or be planted with a shade tolerant ground cover selected from the Approved Plant List.

iii. Garden Ridge:

1. The Right of Way Zone:

   a. ***Trees:*** Trees shall be planted in "informal" drifts no less than 80 feet in length and no more than 480 feet apart. Trees shall be of the same species along any common street Right of Way and selected from the Approved Plant List. Trees in such drifts shall be planted at a maximum of 15 feet on center in a staggered alignment with the minimum number of trees in such drifts (along Garden Ridge Rd.) equaling one tree for every 60 feet of property frontage along Garden Ridge.

   b. ***Grasses and Ground Cover:*** Grasses and ground covers shall comprise the remaining unplanted area of the Right of

Exhibit D1
Schematic Site Plan

LEGEND:

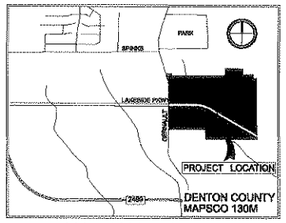
PLANNED DETENTION PONDS

CREEK LINE

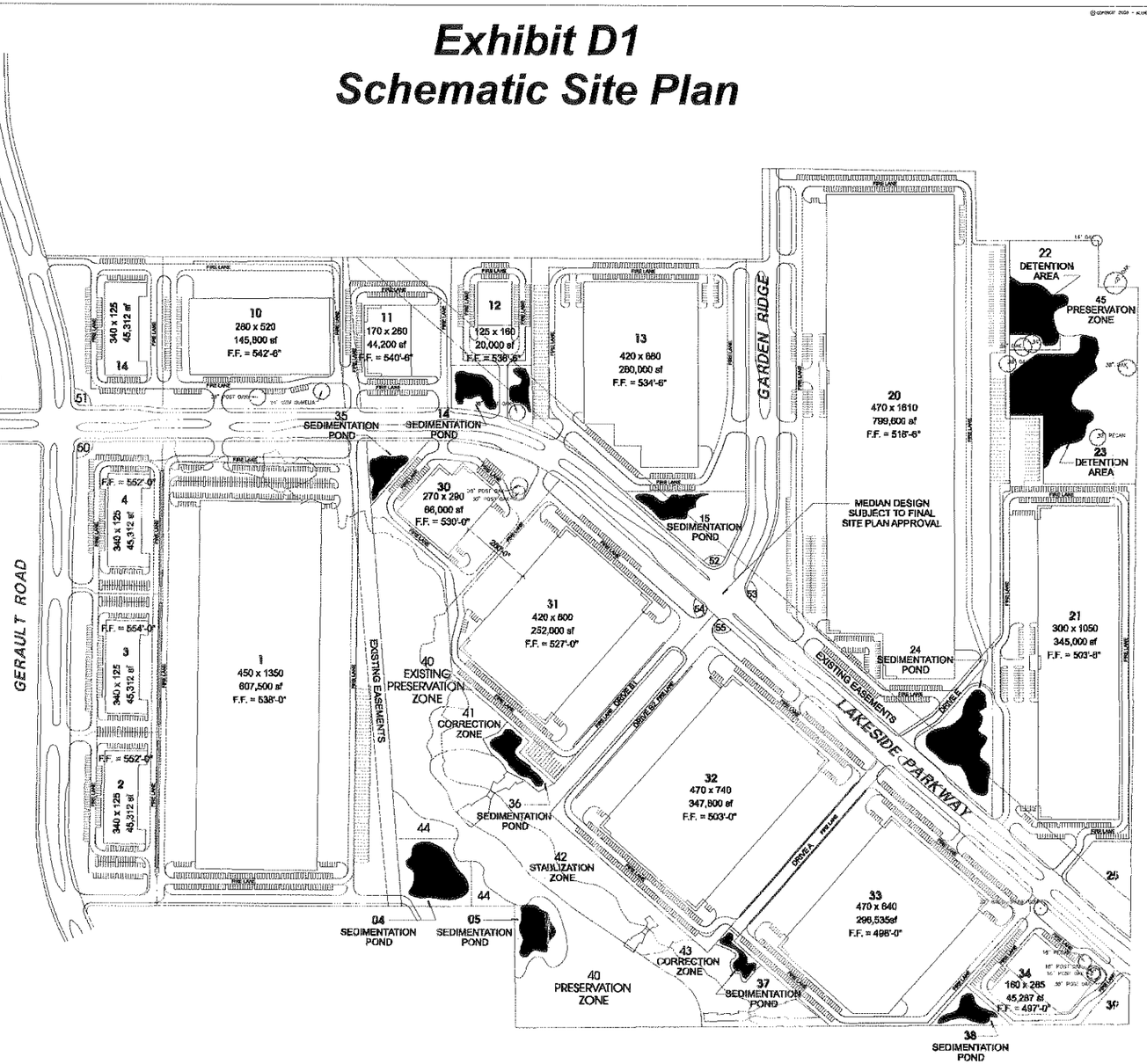
LIMIT OF FLOOD AREA

EASEMENT LINE

NOTES:
- ALL TRUCK COURTS ARE 130'-0" DEEP UNLESS NOTED OTHERWISE ON DRAWING
- ALL DRIVES SHOWN TO BE PRIVATE OR SHARED [BASED ON MARKET DEMAND]
- CURB CUT LOCATIONS MAY VARY [BASED ON MARKET DEMAND]
- BUILDING PLATES SHOWN MAY BE SUBDIVIDED INTO SMALLER BUILDING PLATES WITHIN THE SAME SITE AREAS INDICATED BY SCHEMATIC PLAN



VICINITY MAP



01 MASTER PLAN C
SCALE: 1 = 200

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ALLIANCE ARCHITECTS

Lakeside Ranch Business Park

LNR Property Corporation

SITE PLAN

REVISIONS:

PROJECT NO.: 23214

D1

DATE: NOV. 30, 2004

Site Data Table for D1

		Master Plan D1																					
		Building Square Footage	Site Square Footage	Site Acreage	Coverage	SITE FRONTAGE GERAULT ROAD	SITE FRONTAGE LAKESIDE PARKWAY	SITE FRONTAGE GARDEN RIDGE	Intersection Monument Square Footage	Intersection Monument Acreage	Sedimentation Pond Square Footage	Sedimentation Pond Acreage	Street / Drive ROW Square Footage	Street / Drive ROW Acreage	Pres., Corr., Stabil. Zone Square Footage	Pres., Corr., Stabil. Zone Acreage	PARKING SPACES PROVIDED	Difference - Parking Spaces Provided / Parking Spaces Required	Parking Spaces Required (Office)	Parking Spaces Required (Warehouse)	Impervious Coverage	Paving Square Footage	Paving Square Footage + Building square footage
1	1 Building 01	607,500	1,408,916	32.34	43.12%		751'-5 1/2"			-							376	(20)	101	289	80.76%	530,340	1,137,840
2	2 Building 02	45,312	199,649	4.58	22.70%	660'-5"				-							159	118	11	21	67.73%	89,910	135,222
3	3 Building 03	45,312	166,889	3.83	27.15%	542'-1 1/2"				-							136	101	15	20	73.61%	77,535	122,847
4	4 Building 04	45,312	172,935	3.97	26.20%	477'-4 1/2"	252'-2 1/2"			-							140	105	15	20	69.00%	74,013	119,325
5	4 Sedimentation Pond	-	60,176	1.38	0.00%					-	60,176	1.38									2.25%	1,354	1,354
6	5 Sedimentation Pond	-	42,701	0.98	0.00%					-	42,701	0.98									0.00%	-	-
7	10 Building 10	185,800	370,375	8.50	39.37%		673'-5"			-							116	14	34	68	75.54%	133,981	279,781
8	11 Building 11	44,200	217,702	5.00	26.30%		386'-10"			-							139	108	10	21	82.76%	92,430	136,630
9	12 Building 12	20,000	116,362	2.67	17.19%					-							90	74	7	9	67.23%	58,230	78,230
10	13 Building 13	260,000	627,552	14.41	41.43%		414'-6"	853'-1"		-							174	7	43	124	73.58%	201,753	461,753
11	14 Building 14	45,312	194,967	4.48	23.24%	499'-7"	263'-2 1/2"			-							117	88	8	22	60.70%	73,033	118,345
12	15 Sedimentation Pond	-	54,699	1.26	0.00%					-	54,699	1.26									0.00%	-	-
13	16 Sedimentation Pond	-	67,937	1.56	0.00%					-	67,937	1.56									0.00%	-	-
14	20 Building 20	799,600	1,563,847	35.90	51.13%		725'-9 1/2"	1534'-5 1/4"		-							519	6	133	380	83.71%	509,496	1,309,096
15	21 Building 21	345,000	709,289	16.28	48.64%		370'-6"			-							221	0	58	164	79.78%	220,871	565,871
16	22 Detention Pond	-	43,863	1.01	0.00%					-	43,863	1.01									0.00%	-	-
17	23 Detention Pond	-	94,188	2.16	0.00%					-	94,188	2.16									0.00%	-	-
18	24 Sedimentation Pond	-	76,667	1.76	0.00%					-	76,667	1.76									0.00%	-	-
19	25 SITE	-	53,604	1.23	0.00%					-											0.00%	-	-
20	30 Building 30	66,000	213,122	4.89	30.97%		440'-11 1/2"			-							56	20	15	31	69.38%	81,864	147,864
21	31 Building 31	252,000	574,487	13.19	43.87%		749'-2"			-							197	35	42	120	82.34%	221,033	473,033
22	32 Building 32	347,800	734,435	16.86	47.36%		801'-6"			-							238	15	58	165	86.00%	283,814	631,614
23	33 Building 33	296,535	599,794	13.77	49.44%		745'-4"			-							229	39	49	141	85.03%	213,470	510,005
24	34 Building 34	45,287	152,782	3.51	29.64%		430'-7"			-							51	16	15	20	71.21%	63,509	108,796
25	35 Sedimentation Pond	-	27,204	0.62	0.00%					-	27,204	0.62									0.00%	-	-
26	36 Sedimentation Pond	-	25,371	0.58	0.00%					-	25,371	0.58									0.00%	-	-
27	37 Sedimentation Pond	-	11,972	0.27	0.00%					-	11,972	0.27									0.00%	-	-
28	38 Sedimentation Pond	-	21,820	0.50	0.00%					-	21,820	0.50									0.00%	-	-
29	39 SITE	-	17,918	0.41	0.00%					-											0.00%	-	-
30	40 **EXISTING PRESERVATION ZONE**	-	455,222	10.45	0.00%										455,222	10.45					0.00%	-	-
31	41 **CORRECTION ZONE**	-	46,215	1.06	0.00%										46,215	1.06					0.00%	-	-
32	42 **STABILIZATION ZONE**	-	265,908	6.10	0.00%										265,908	6.10					0.00%	-	-
33	43 **CORRECTION ZONE**	-	105,496	2.42	0.00%										105,496	2.42					0.00%	-	-
34	44 SITE	-	33,010	0.76	0.00%																0.00%	-	-
35	45 **PRESERVATION ZONE**	-	225,307	5.17	0.00%										225,307	5.17					0.00%	-	-
36	50 Intersection Monument	-	2,685	0.06	0.00%				2,685	0.06											0.00%	-	-
37	51 Intersection Monument	-	2,852	0.07	0.00%				2,852	0.07											0.00%	-	-
38	52 Intersection Monument	-	2,247	0.05	0.00%				2,247	0.05											0.00%	-	-
39	53 Intersection Monument	-	1,918	0.04	0.00%				1,918	0.04											0.00%	-	-
40	54 Intersection Monument	-	2,108	0.05	0.00%				2,108	0.05											0.00%	-	-
41	55 Intersection Monument	-	1,921	0.04	0.00%				1,921	0.04											0.00%	-	-
42	A DRIVE A	-	37,294	0.86	0.00%					-			37,294	0.86							88.25%	32,912	32,912
43	E DRIVE E	-	24,078	0.55	0.00%					-			24,078	0.55							69.83%	16,814	16,814
44	60 120' GARDEN RIDGE DR	-	167,981	3.86	0.00%					-			167,981	3.86							54.98%	92,356	92,356
		3,410,970	9,995,465	229.46	**41.97% (Net FAR)**	**2179'-6 1/2"**	**7005'-6 1/2"**	**2387'-6 1/4"**	**13,731**	**0.32**	**526,598**	**12.09**	**229,353**	**5.27**	**1,098,148**	**25.21**	**2,953**	**725**	**615**	**1,613**	**64.83**	**3,068,717**	**6,479,687**

			% of Gross Area
Monument Area	**13,731**	**0.32**	**0.14%**
Detention Area	**526,598**	**12.09**	**5.27%**
Street / Drive ROW Area	**229,353**	**5.27**	**2.29%**
Preservation, Correction, Stab. Zone	**1,098,148**	**25.21**	**10.99%**
	1,867,830	**42.88**	**18.69%**

			% of Gross Area
North Tract Area	**4,615,434**	**105.96**	**46.18%**
South Tract Area	**5,380,031**	**123.51**	**53.82%**
Gross Area	**9,995,465**	**229.46**	**100.00%**
Area Loss	**1,867,830**	**42.88**	**18.69%**
Net Area	**8,127,635**	**186.58**	**81.31%**

Exhibit D2
Schematic Site Plan

LEGEND:

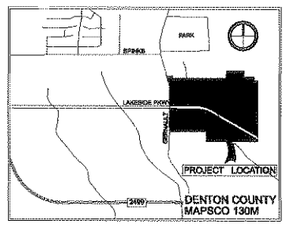
PLANNED DETENTION PONDS

CREEK LINE

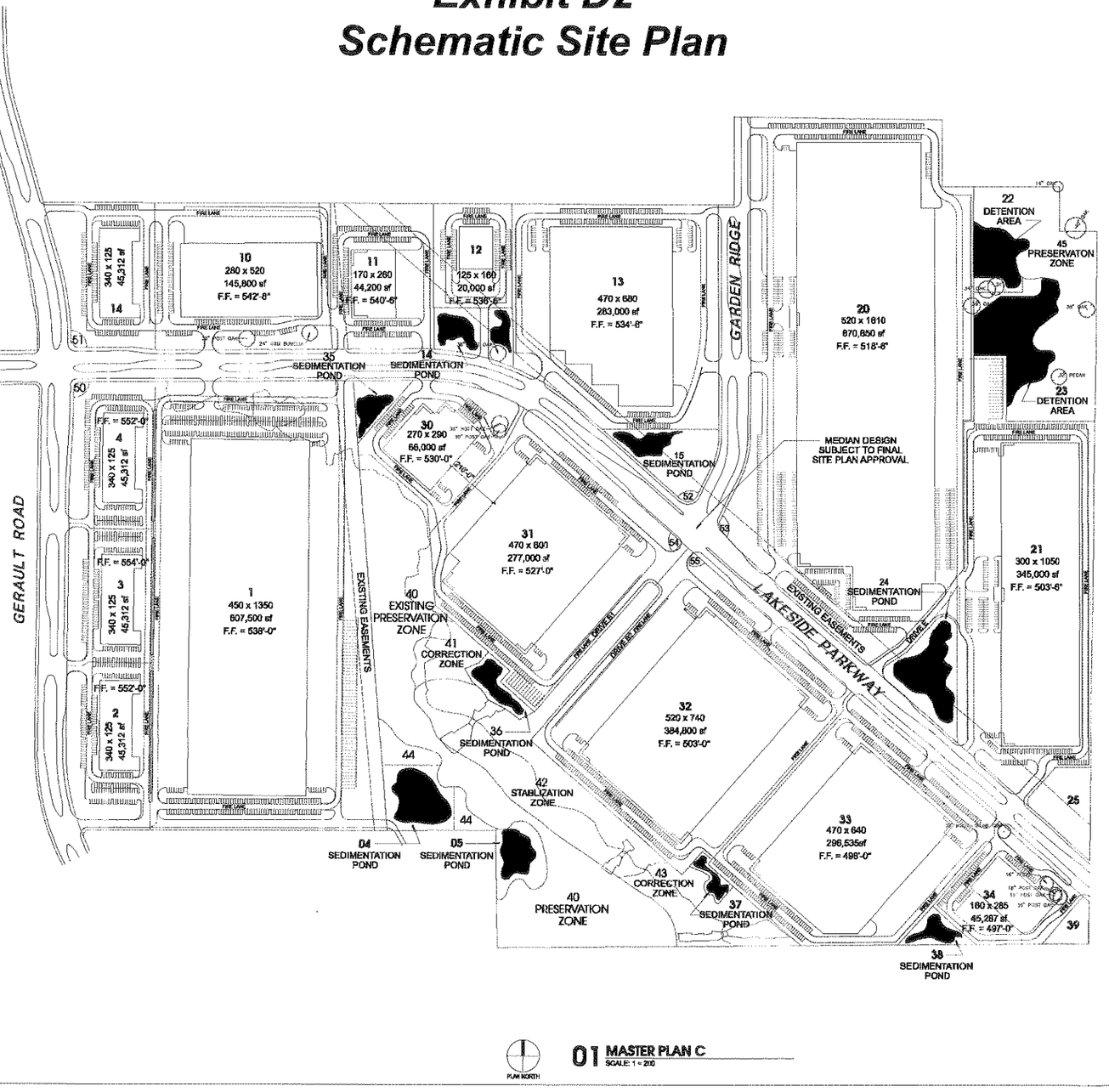
LIMIT OF FLOOD AREA

EASEMENT LINE

NOTES:
- ALL TRUCK COURTS ARE 130'-0" DEEP UNLESS NOTED OTHERWISE ON DRAWING
- ALL DRIVES SHOWN TO BE PRIVATE OR SHARED [BASED ON MARKET DEMAND]
- CURB CUT LOCATIONS MAY VARY [BASED ON MARKET DEMAND]
- BUILDING PLATES SHOWN MAY BE SUBDIVIDED INTO SMALLER BUILDING PLATES WITHIN THE SAME SITE AREAS INDICATED BY SCHEMATIC PLAN



VICINITY MAP



01 MASTER PLAN C
SCALE: 1 = 200

PLAN NORTH

...\Master Plan D2 C.dgn 12/2/2004 10:04:22 AM

ALLIANCEARCHITECTS

Lakeside Ranch Business Park

LNR Property Corporation

SITE PLAN

REVISIONS:

PROJECT NO.: 23214

D2

DATE: NOV. 30, 2004

Site Data Table for D2

			Master Plan D2																						
			Building Square Footage	Site Square Footage	Site Acreage	Coverage	SITE FRONTAGE GERAULT ROAD	SITE FRONTAGE LAKESIDE PARKWAY	SITE FRONTAGE GARDEN RIDGE	Intersection Monument Square Footage	Intersection Monument Acreage	Sedimentation Pond Square Footage	Sedimentation Pond Acreage	Street / Drive ROW Square Footage	Street / Drive ROW Acreage	Pres., Corr., Stabil. Zone Square Footage	Pres., Corr., Stabil. Zone Acreage	PARKING SPACES PROVIDED	Difference - Parking Spaces Provided / Parking Spaces Required	Parking Spaces Required (Office)	Parking Spaces Required (Warehouse)	Impervious Coverage	Paving Square Footage	Paving Square Footage + Building square footage
1	1	Building 01	607,500	1,408,916	32.34	43.12%		751'-6 1/2"			-							370	(20)	101	289	80.76%	530,340	1,137,840
2	2	Building 02	45,312	199,649	4.58	22.70%	660'-5"				-							150	118	11	21	67.73%	89,910	135,222
3	3	Building 03	45,312	166,889	3.83	27.15%	542'-1 1/2"				-							136	101	15	20	73.61%	77,535	122,847
4	4	Building 04	45,312	172,935	3.97	26.20%	477'-4 1/2"	252'-2 1/2"			-							140	105	15	20	69.00%	74,013	119,325
5	4	Sedimentation Pond	-	60,176	1.38	0.00%					-	60,176	1.38									2.25%	1,354	1,354
6	5	Sedimentation Pond	-	42,701	0.98	0.00%					-	42,701	0.98									0.00%	-	-
7	10	Building 10	145,800	370,375	8.50	39.37%		673'-5"			-							116	14	34	68	75.54%	133,981	279,781
8	11	Building 11	44,200	217,702	5.00	20.30%		386'-10"			-							139	108	10	21	62.76%	92,430	136,630
9	12	Building 12	20,000	116,362	2.67	17.19%					-							90	74	7	9	67.23%	58,230	78,230
10	13	Building 13	283,000	627,552	14.41	45.10%		414'-6"	853'-1"		-							174	-8	47	134	73.58%	178,753	461,753
11	14	Building 14	45,312	194,967	4.48	23.24%	499'-7"	263'-2 1/2"			-							117	88	8	22	60.70%	73,033	118,345
12	15	Sedimentation Pond	-	54,899	1.26	0.00%					-	54,899	1.26									0.00%	-	-
13	16	Sedimentation Pond	-	67,937	1.56	0.00%					-	67,937	1.56									0.00%	-	-
14	20	Building 20	870,850	1,563,847	35.90	55.69%		725' - 9 1/2"	1534'-5 1/4"		-							519	-40	145	414	83.71%	438,246	1,309,096
15	21	Building 21	345,000	709,289	16.28	48.64%		370'-6"			-							221	0	58	164	79.78%	220,871	565,871
16	22	Detention Pond	-	43,863	1.01	0.00%					-	43,863	1.01									0.00%	-	-
17	23	Detention Pond	-	94,188	2.16	0.00%					-	94,188	2.16									0.00%	-	-
18	24	Sedimentation Pond	-	76,667	1.76	0.00%					-	76,667	1.76									0.00%	-	-
19	25	SITE	-	53,604	1.23	0.00%					-											0.00%	-	-
20	30	Building 30	66,000	213,122	4.89	30.97%		440'-11 1/2"			-							66	20	15	31	69.38%	81,864	147,864
21	31	Building 31	277,000	574,487	13.19	48.22%		749'-2"			-							197	19	46	132	82.34%	196,033	473,033
22	32	Building 32	384,800	734,435	16.86	52.39%		801'-6"			-							238	-9	64	183	86.00%	246,814	631,614
23	33	Building 33	296,535	599,794	13.77	49.44%		745'-4"			-							229	39	49	141	85.03%	213,470	510,005
24	34	Building 34	45,287	152,782	3.51	29.64%		430'-7"			-							51	16	15	20	71.21%	63,509	108,796
25	35	Sedimentation Pond	-	27,204	0.62	0.00%					-	27,204	0.62									0.00%	-	-
26	36	Sedimentation Pond	-	25,371	0.58	0.00%					-	25,371	0.58									0.00%	-	-
27	37	Sedimentation Pond	-	11,972	0.27	0.00%					-	11,972	0.27									0.00%	-	-
28	38	Sedimentation Pond	-	21,820	0.50	0.00%					-	21,820	0.50									0.00%	-	-
29	39	SITE	-	17,918	0.41	0.00%					-											0.00%	-	-
30	40	**EXISTING PRESERVATION ZONE**	-	455,222	10.45	0.00%										455,222	10.45					0.00%	-	-
31	41	**CORRECTION ZONE**	-	46,215	1.06	0.00%										46,215	1.06					0.00%	-	-
32	42	**STABILIZATION ZONE**	-	265,908	6.10	0.00%										265,908	6.10					0.00%	-	-
33	43	**CORRECTION ZONE**	-	105,496	2.42	0.00%										105,496	2.42					0.00%	-	-
34	44	SITE	-	33,010	0.76	0.00%																0.00%	-	-
35	45	**PRESERVATION ZONE**	-	225,307	5.17	0.00%										225,307	5.17					0.00%	-	-
36	50	Intersection Monument	-	2,685	0.06	0.00%				2,685	0.06											0.00%	-	-
37	51	Intersection Monument	-	2,852	0.07	0.00%				2,852	0.07											0.00%	-	-
38	52	Intersection Monument	-	2,247	0.05	0.00%				2,247	0.05											0.00%	-	-
39	53	Intersection Monument	-	1,918	0.04	0.00%				1,918	0.04											0.00%	-	-
40	54	Intersection Monument	-	2,108	0.05	0.00%				2,108	0.05											0.00%	-	-
41	55	Intersection Monument	-	1,921	0.04	0.00%				1,921	0.04											0.00%	-	-
42	A	DRIVE A	-	37,294	0.86	0.00%					-			37,294	0.86							88.25%	32,912	32,912
43	E	DRIVE E	-	24,078	0.55	0.00%					-			24,078	0.55							69.83%	16,814	16,814
44	60	120' GARDEN RIDGE DR.	-	167,981	3.86	0.00%					-			167,981	3.86							54.98%	92,356	92,356
			3,567,220	9,995,465	229.46	43.89% (Net FAR)	2179'-6 1/2"	7005'-6 1/2"	2387'-6 1/4"	13,731	0.32	526,598	12.09	229,353	5.27	1,098,148	25.21	2,953	625	641	1,688	64.83	2,912,467	6,479,687
						% of Gross Area																		
		Monument Area		13,731	0.32	0.14%																		
		Detention Area		526,598	12.09	5.27%																		
		Street / Drive ROW Area		229,353	5.27	2.29%																		
		Preservation, Correction, Stab. Zone		1,098,148	25.21	10.99%																		
				1,867,830	42.88	18.69%																		
						% of Gross Area																		
		North Tract Area		4,615,434	105.96	46.18%																		
		South Tract Area		5,380,031	123.51	53.82%																		
		Gross Area		9,995,465	229.46	100.00%																		
		Area Loss		1,867,830	42.88	18.69%																		
		Net Area		8,127,635	186.58	81.31%																		

Exhibit D3
Schematic Site Plan

LEGEND:

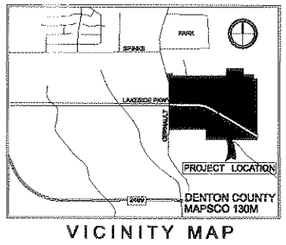
PLANNED DETENTION PONDS

CREEK LINE

LIMIT OF FLOOD AREA

EASEMENT LINE

NOTES:
- ALL TRUCK COURTS ARE 130'-0" DEEP UNLESS NOTED OTHERWISE ON DRAWING
- ALL DRIVES SHOWN TO BE PRIVATE OR SHARED [BASED ON MARKET DEMAND]
- CURB CUT LOCATIONS MAY VARY [BASED ON MARKET DEMAND]
- BUILDING PLATES SHOWN MAY BE SUBDIVIDED INTO SMALLER BUILDING PLATES WITHIN THE SAME SITE AREAS INDICATED BY SCHEMATIC PLAN



VICINITY MAP

GERAULT ROAD

GARDEN RIDGE

LAKESIDE PARKWAY

EXISTING EASEMENTS

1 — 450 x 1350 — 607,500 sf — F.F. = 538'-0"
2 — 340 x 125 — 45,312 sf — F.F. = 552'-0"
3 — 340 x 125 — 45,312 sf — F.F. = 554'-0"
4 — 340 x 125 — 45,312 sf — F.F. = 552'-0"
10 — 280 x 520 — 145,600 sf — F.F. = 542'-8"
11 — 170 x 260 — 44,200 sf — F.F. = 540'-6"
12 — 125 x 160 — 20,000 sf — F.F. = 536'-6"
13 — 420 x 660 — 280,000 sf — F.F. = 534'-6"
14 — 340 x 125 — 45,312 sf
20 — 520 x 780 — 393,100 sf — F.F. = 518'-6"
21 — 300 x 1050 — 345,000 sf — F.F. = 503'-6"
22 — 520 x 910 — 432,500 sf — F.F. = 518'-6" — MEDIAN DESIGN SUBJECT TO FINAL SITE PLAN APPROVAL
30 — 270 x 290 — 86,000 sf — F.F. = 530'-0"
31 — 420 x 600 — 252,000 sf — F.F. = 527'-0"
32 — 470 x 740 — 347,800 sf — F.F. = 503'-0"
33 — 520 x 640 — 328,535sf — F.F. = 498'-0"
34 — 160 x 285 — 45,287 sf — F.F. = 497'-0"

22 DETENTION AREA
23 DETENTION AREA
45 PRESERVATON ZONE
35 SEDIMENTATION POND
14 SEDIMENTATION POND
15 SEDIMENTATION POND
24 SEDIMENTATION POND
04 SEDIMENTATION POND
05 SEDIMENTATION POND
36 SEDIMENTATION POND
37 SEDIMENTATION POND
38 SEDIMENTATION POND
40 EXISTING PRESERVATION ZONE
40 PRESERVATION ZONE
41 CORRECTION ZONE
42 STABLIZATION ZONE
43 CORRECTION ZONE
44
25
39

01 MASTER PLAN C
SCALE: 1 = 200

...Master Plan D3 C.dgn 12/2/2004 10:11:36 AM

ALLIANCEARCHITECTS

Lakeside Ranch Business Park

LNR Property Corporation

SITE PLAN

REVISIONS:

PROJECT NO.: 23214

D3

DATE: NOV. 30, 2004

Site Data Table for D3

Master Plan D3

			Building Square Footage	Site Square Footage	Site Acreage	Coverage	SITE FRONTAGE GERAULT ROAD	SITE FRONTAGE LAKESIDE PARKWAY	SITE FRONTAGE GARDEN RIDGE	Intersection Monument Square Footage	Intersection Monument Acreage	Sedimentation Pond Square Footage	Sedimentation Pond Acreage	Street / Drive ROW Square Footage	Street / Drive ROW Acreage	Pres., Corr., Stabil. Zone Square Footage	Pres., Corr., Stabil. Zone Acreage	PARKING SPACES PROVIDED	Difference - Parking Spaces Provided / Parking Spaces Required	Parking Spaces Required (Office)	Parking Spaces Required (Warehouse)	Impervious Coverage	Paving Square Footage	Paving Square Footage + Building square footage
1	1	Building 01	607,500	1,408,916	32.34	43.12%		751'-6 1/2"			-							370	(20)	101	289	80.76%	530,340	1,137,840
2	2	Building 02	45,312	199,649	4.58	22.70%	660'-5"				-							150	118	11	21	67.73%	89,910	135,222
3	3	Building 03	45,312	166,889	3.83	27.15%	542'-1 1/2"				-							136	101	15	20	73.61%	77,535	122,847
4	4	Building 04	45,312	172,935	3.97	26.20%	477'-4 1/2"	252'-2 1/2"			-							140	105	15	20	69.00%	74,013	119,325
5	4	Sedimentation Pond	-	60,176	1.38	0.00%					-	60,176	1.38									2.25%	1,354	1,354
6	5	Sedimentation Pond	-	42,701	0.98	0.00%					-	42,701	0.98									0.00%	-	-
7	10	Building 10	145,800	370,375	8.50	39.37%		673'-5"			-							116	14	34	68	75.54%	133,981	279,781
8	11	Building 11	44,200	217,702	5.00	20.30%		386'-10"			-							139	108	10	21	62.76%	92,430	136,630
9	12	Building 12	20,000	116,362	2.67	17.19%					-							90	74	7	9	57.23%	58,230	78,230
10	13	Building 13	260,000	627,552	14.41	41.43%		414'-6"	853'-1"		-							174	7	43	124	73.58%	201,753	461,753
11	14	Building 14	45,312	194,967	4.48	23.24%	499'-7"	263'-2 1/2"			-							117	88	8	22	60.70%	73,033	118,345
12	15	Sedimentation Pond	-	54,699	1.26	0.00%					-	54,699	1.26									0.00%	-	-
13	16	Sedimentation Pond	-	67,937	1.56	0.00%					-	67,937	1.56									0.00%	-	-
14	20	Building 20	393,100	743,056	17.06	52.90%		531'-8"	1459'-10 1/2"		-							243	-9	66	187	85.33%	240,950	634,050
15	21	Building 21	345,000	709,289	16.28	48.64%		370'-6"			-							221	0	58	164	79.78%	220,871	565,871
16	22	Building 22	432,500	820,791	18.84	52.69%		942'-8"			-							278	0	72	205	76.86%	198,360	630,860
16	22	Detention Pond	-	43,863	1.01	0.00%					-	43,863	1.01									0.00%	-	-
17	23	Detention Pond	-	94,188	2.16	0.00%					-	94,188	2.16									0.00%	-	-
18	24	Sedimentation Pond	-	76,667	1.76	0.00%					-	76,667	1.76									0.00%	-	-
19	25	SITE	-	53,604	1.23	0.00%					-											0.00%	-	-
20	30	Building 30	66,000	213,122	4.89	30.97%		440'-11 1/2"			-							66	20	15	31	69.38%	81,864	147,864
21	31	Building 31	252,000	574,487	13.19	43.87%		749'-2"			-							197	35	42	120	82.34%	221,033	473,033
22	32	Building 32	347,800	734,435	16.86	47.36%		801'-6"			-							238	15	58	165	86.00%	283,814	631,614
23	33	Building 33	328,535	599,794	13.77	54.77%		745'-4"			-							229	18	55	156	85.03%	181,470	510,005
24	34	Building 34	45,287	152,782	3.51	29.64%		430'-7"			-							51	16	15	20	71.21%	63,509	108,796
25	35	Sedimentation Pond	-	27,204	0.62	0.00%					-	27,204	0.62									0.00%	-	-
26	36	Sedimentation Pond	-	25,371	0.58	0.00%					-	25,371	0.58									0.00%	-	-
27	37	Sedimentation Pond	-	11,972	0.27	0.00%					-	11,972	0.27									0.00%	-	-
28	38	Sedimentation Pond	-	21,820	0.50	0.00%					-	21,820	0.50									0.00%	-	-
29	39	SITE	-	17,918	0.41	0.00%					-											0.00%	-	-
30	40	**EXISTING PRESERVATION ZONE**	-	455,222	10.45	0.00%										455,222	10.45					0.00%	-	-
31	41	**CORRECTION ZONE**	-	46,215	1.06	0.00%										46,215	1.06					0.00%	-	-
32	42	**STABILIZATION ZONE**	-	265,908	6.10	0.00%										265,908	6.10					0.00%	-	-
33	43	**CORRECTION ZONE**	-	105,496	2.42	0.00%										105,496	2.42					0.00%	-	-
34	44	SITE	-	33,010	0.76	0.00%																0.00%	-	-
35	45	**PRESERVATION ZONE**	-	225,307	5.17	0.00%										225,307	5.17					0.00%	-	-
36	50	Intersection Monument	-	2,685	0.06	0.00%				2,685	0.06											0.00%	-	-
37	51	Intersection Monument	-	2,852	0.07	0.00%				2,852	0.07											0.00%	-	-
38	52	Intersection Monument	-	2,247	0.05	0.00%				2,247	0.05											0.00%	-	-
39	53	Intersection Monument	-	1,918	0.04	0.00%				1,918	0.04											0.00%	-	-
40	54	Intersection Monument	-	2,108	0.05	0.00%				2,108	0.05											0.00%	-	-
41	55	Intersection Monument	-	1,921	0.04	0.00%				1,921	0.04											0.00%	-	-
42	A	DRIVE A	-	37,294	0.86	0.00%					-			37,294	0.86							88.25%	32,912	32,912
43	E	DRIVE E	-	24,078	0.55	0.00%					-			24,078	0.55							69.83%	16,814	16,814
44	60	120' GARDEN RIDGE DR.		167,981	3.86	0.00%					-			167,981	3.86							54.98%	92,356	92,356
			3,468,970	9,995,465	229.46	**42.68%**	**2179'-6 1/2"**	**7005'-6 1/2"**	**2387'-6 1/4"**	**13,731**	**0.32**	**526,598**	**12.09**	**229,353**	**5.27**	**1,098,148**	**25.21**	**2,955**	**690**	**524**	**1,641**	**64.38**	**2,966,531**	**6,435,501**
						(Net FAR)																		
						% of Gross Area																		
		Monument Area		**13,731**	**0.32**	**0.14%**																		
		Detention Area		**526,598**	**12.09**	**5.27%**																		
		Street / Drive ROW Area		**229,353**	**5.27**	**2.29%**																		
		Preservation, Correction, Stab. Zone		**1,098,148**	**25.21**	**10.99%**																		
				1,867,830	**42.88**	**18.69%**																		
						% of Gross Area																		
		North Tract Area		**4,615,434**	**105.96**	**46.18%**																		
		South Tract Area		**5,380,031**	**123.51**	**53.82%**																		
		Gross Area		**9,995,465**	**229.46**	**100.00%**																		
		Area Loss		**1,867,830**	**42.88**	**18.69%**																		
		Net Area		**8,127,635**	**186.58**	**81.31%**																		

Exhibit E
Schematic Landscape Plan

BUILDING DATA

02 - 340 x 125, 45,312 s.f., 4.58 ac, 22.70%
03 - 340 x 125, 45,312 s.f., 3.83 ac, 27.15%
04 - 340 x 125, 45,312 s.f., 3.97 ac, 26.20%
11 - 170 x 260, 44,200 s.f., 5.00 ac, 20.36%
12 - 125 x 168, 20,000 s.f., 2.67 ac, 17.13%
14 - 340 x 125, 45,312 s.f., 4.48 ac, 23.24%
30 - 270 x 293, 66,000 s.f., 4.89 ac, 30.97%
34 - 160 x 285, 45,287 s.f., 3.51 ac, 29.64%

ZONED PD 44 ND2

ZONED C-1

ZONED PD 44 ND2

ZONED C-1

GERAULT ROAD

LAKESIDE PARKWAY

GARDEN RIDGE

01 450 x 1350 607,500 S.F. 32.34 AC, 45.12%

02

03

04

10 280 x 520 145,800 S.F. 8.50 AC, 39.37%

11

12

13 420 x 680 260,000 S.F. 14.07 AC, 42.45%

14

20 470 x 1610 799,600 S.F. 37.43 AC, 49.07%

21 300 x 1050 345,000 S.F. 16.28 AC, 48.64%

30

31 420 x 600 252,000 S.F. 12.83 AC, 44.93%

32 470 x 740 347,800 S.F. 16.77 AC, 47.60%

33 470 x 640 296,535 S.F. 13.77 AC, 49.44%

34

260'

EXISTING TREE CANOPY

CONCEPTUAL IN THIS ZONE SUBJECT TO FINAL RECOMMENDATION OF WATERSHED PROTECTION PLAN. GRAPHIC SHOWS A MIXTURE OF EXISTING AND PROPOSED TREES.

NOTES:
-ALL TRUCK COURTS ARE 130'-0" DEEP UNLESS NOTED OTHERWISE ON DRAWING
-ALL DRIVES SHOWN TO BE PRIVATE OR SHARED (BASED ON MARKET DEMAND)
-CURB CUT LOCATIONS MAY VARY (BASED ON MARKET DEMAND)
-BUILDING PLATES SHOWN MAY BE SUBDIVIDED INTO SMALLER BUILDING PLATES WITHIN THE SAME SITE, AREAS INDICATED BY SCHEMATIC PLAN.

LEGEND

- CANOPY TREE
- ORNAMENTAL TREE
- TRAIL
- SPECIAL PLANTING
- GROUND COVER
- SEEDED GRASSES AND WILDFLOWERS
- PRESERVED FLOOD PLAIN MANAGEMENT ZONE
- BERMED UP SOIL
- CHECK DAM

PROJECT LOCATION

DENTON COUNTY MAPSCO 130M

VICINITY MAP

LNR Property Corporation

Newport Beach, CA | Dallas, TX | Atlanta, GA | Miami Beach, FL | Quincy, MA
Jeff Gustafson • 972.392.0707
www.lnrproperty.com

PLAN NORTH

01 LAKESIDE RANCH BUSINESS PARK
SCHEMATIC LANDSCAPE PLAN

Exhibit I
Exterior Colors

Concrete/Stucco Color Chart

560 20YY 68/102
Russian White

664 30YY 72/097
Raw Twine

547 20YY 51/178
Classic Ivory

490 10YY 67/213
Kiva Glow

665 30YY 74/121
Crewelwork

540 20YY 51/306
Butterfield

476 10YY 53/337
Golden Wheat

556 20YY 64/171
Dakota Land

2009 40YY 75/084
Sea Pearl

475 10YY 49/378
Honeysweet

549 20YY 59/205
Golden Champag

561 20YY 69/120
Desert Floor

653 30YY 67/084
European White

563 20YY 70/138
Amish Linen

2002 26YY 71/09
Bone White-RM

484 10YY 60/224
Abbey Cream

658 30YY 70/120
Antique Linen

424 00YY 43/304
Corsican Treasure

554 20YY 63/149
Brazil Nut

Masonry Color Chart

215 50YR 31/297
Ancient Copper

560 20YY 68/102
Russian White

664 30YY 72/097
Raw Twine

547 20YY 51/178
Classic Ivory

209 50YR 21/318
Clay Pot

490 10YY 67/213
Kiva Glow

665 30YY 74/121
Crewelwork

540 20YY 51/306
Butterfield

268 60YR 25/349
Emberglow

476 10YY 53/337
Golden Wheat

556 20YY 64/171
Dakota Land

2009 40YY 75/084
Sea Pearl

267 60YR 21/379
Colorado Rust

475 10YY 49/378
Honeysweet

549 20YY 59/205
Golden Champagne

554 20YY 63/149
Brazil Nut

325 80YR 26/323
Autumn Blush

561 20YY 69/120
Desert Floor

653 30YY 67/084
European White

424 00YY 43/304
Corsican Treasure

366 90YR 26/250
Ocher Tan

563 20YY 70/138
Amish Linen

2002 26YY 71/098
Bone White-RM

417 00YY 31/407
Sun Valley

484 10YY 60/224
Abbey Cream

658 30YY 70/120
Antique Linen

These colors are from the ICI Master Palette Color System. Brick colors, stone colors, concrete colors, and roof colors are to be matched to these colors on the ICI color chart (the chart reproduced here vary somewhat from the orginal chart). Procure a copy of the actual ICI color for exact matching.

Exhibit J
Metals and Roofing Colors

Roofing/Metal Finishes Color Chart

319 80YR 13/227
Tobacco Road

945 10GY 21/119
Minnesota Pines

354 90YR 10/244
Timber Trail

1035 50GY 24/110
Privet Hedge

515 20YY 26/117
American Eagle

408 00YY 19/068
Great Smokie Mt.

456 10YY 18/074
Fauna

686 40YY 29/068
Ashton Grey

458 10YY 23/184
Canvasback

685 40YY 25/074
Grey Mountain

508 20YY 15/152
Cavalry Brown

684 40YY 20/081
Plateau Grey

587 30YY 21/129
Boulder

682 40YY 13/094
Bronze

These colors are from the ICI Master Palette Color System. Brick colors, colors, concrete colors, and roof colors are to be matched to these colors on the ICI color chart (the charts reproduced here very somewhat from the orginal charts). Procure a copy of the actual ICI color for exact matching.

MASTER PLAN FEATURES	
LAND USE PLAN	LAKESIDE BUSINESS DISTRICT
SPECIFIC PLAN	NONE
URBAN DESIGN PLAN	LAKESIDE BUSINESS DISTRICT
PARKS AND TRAIL	8' MULTI-USE TRAIL
THOROUGHFARE PLAN	GERAULT ROAD - MAJOR ARTERIAL
WATER PLAN	LAKESIDE BUSINESS DISTRICT
WASTEWATER PLAN	LAKESIDE BUSINESS DISTRICT

0 20 40 80 120
GRAPHIC SCALE IN FEET

LEGEND

- BOLLARD
- ELECTRIC METER
- POWER POLE
- LIGHT STANDARD
- WATER METER
- WATER VALVE
- IRRIGATION CONTROL VALVE
- FIRE HYDRANT
- CLEANOUT
- MANHOLE
- TRAFFIC SIGNAL CONTROL
- TRAFFIC SIGNAL POLE
- TELEPHONE BOX
- FLOOD LIGHT
- FLAG POLE
- TRAFFIC SIGN
- 1/2-INCH IRON ROD W/"PACHECO KOCH" CAP SET
- IRS (C.M.) CONTROLLING MONUMENT
- PROPERTY LINE
- FENCE
- PROPOSED FENCE
- FIRE LANE

ACCESS DRIVE #2

LOT 4R, BLOCK A
LAKESIDE RANCH BUSINESS PARK ADDITION
(CAB. 2009, PG. 62)
DUKE REALTY LAND, LLC
(INST. NO. 2014-129001)
ZONING: CAMPUS INDUSTRIAL (PER PD-83)
LAND USE: IN CONSTRUCTION

120' R.O.W

LAKESIDE PARKWAY
(120' WIDE RIGHT-OF-WAY)

EXISTING 26' FIRELANE

1/2-INCH IRON ROD W/"PACHECO KOCH" CAP FOUND

EX. 24" RCP

PROP. IRR. METER

EX. WYE INLET

PROP. 20' LANDSCAPE SETBACK

65' BUILDING LINE (CAB. X, PG. 78)

N 89°08'38" E 252.65'

252.65'

46.2'

18.5'

24.0'

PROP. CURB INLET

PROP. 8' MULTI-USE TRAIL

IRS

"+" CUT IN CONCRETE FOUND

LOT 5X, BLOCK A LAKESIDE RANCH BUSINESS PARK ADDITION (CAB. X, PG. 78)

Δ=91°03'41"
R=60.00'
L=95.36'
T=61.12'
CB=N 44°40'16" E
CD=85.64'

15' WATER EASEMENT (CAB. 2009, PG. 62)

50' ACCESS EASEMENT (INST. NO. 2006-113631)

40'x45' MUTUAL DRAINAGE EASEMENT (CAB. 2009, PG. 62)

STM STM

CONCRETE PAVEMENT

303.3'

61.0'

26.0'

15' WATER EASEMENT (CAB. 2009, PG. 62)

25' TEMPORARY CONSTRUCTION ACCESS EASEMENT (INST. NO. 2006-113631)

EXISTING VARIABLE HEIGHT RETAINING WALL. MAX HEIGHT =14'.

5' WALL FOOTING EASEMENT (INST. NO. 2006-113631)

SLOPE AND GRADING ESMT AREA / 50' TEMPORARY SLOPE, GRADING AND CONSTRUCTION EASEMENT (INST. NO. 2006-113631)

PROP. 42" GUARDRAIL ABOVE RETAINING WALL. APPROXIMATE ELEVATION = 556.50

PROP. 710 LF OF VARIABLE HEIGHT RETAINING WALL. MAX WALL HEIGHT=8'. (DESIGN BUILD BY GENERAL CONTRACTOR)

S 00°12'06" W 1068.31'

529.3'

20' DRAINAGE EASEMENT (INST. NO. 2006-113630)

20' PRIVATE DRAINAGE EASEMENT (CAB. 2009, PG. 62)

POINT FOR CORNER (UNABLE TO SET DUE TO CONSTRUCTION)

EX. 24" RCP

507.50'

PROP. GRATE INLET

179.0'

LIMITS OF PATIO

26' FIRELANE

PROP. FH (TYP)

PROP. CURB INLET

PROP. DETECTOR CHECK ASSEMBLY IN ABOVE GROUND FREEZE PROTECTED VAULT W/ VAULT MOUNTED FDC

8.0'

27.0'

70.0'

PROP. DOM. METER

PROP. BUILDING PHASE I
(58,310 S.F.)
(LEVEL I: 31,480 S.F.)
(LEVEL II: 26,830 S.F.)
LOT 4R1, BLOCK A
LAKESIDE RANCH
BUSINESS PARK ADDITION
(DOC. NO. 2009-62)
P3 FM DEVELOPMENT LLC

150.0'

26.0' FIRELANE

FUTURE BUILDING EXPANSION

PHASE II BUILDING
(40,400 S.F.)
(LEVEL I: 20,315 S.F.)
(LEVEL II: 20,085 S.F.)
LOT 4R2, BLOCK A
LAKESIDE RANCH
BUSINESS PARK ADDITION
(CAB 2009, PG. 62)
P3 FM DEVELOPMENT LLC

244.08'

PROP. DOUBLE CLEANOUT

209.2'

PROP. BFR

144.3'

7.0' (TYP.)

26.5'

PROP. DUMPSTER ENCLOSURE

EX. "Y" INLET

WYE INLET

PROP. "Y" INLET

VARIABLE WIDTH ACCESS EASEMENT

FUTURE PARKING (PHASE II)

9.0' (TYP.)

335.5'

544.6'

LOT 4R4, BLOCK A
LAKESIDE RANCH
BUSINESS PARK ADDITION
(DOC. NO. 2019, PG. 330)
GERAULT OFFICE WAREHOUSE I, LP

ZONING: CAMPUS INDUSTRIAL
(PER PD-83)
LAND USE: UNDEVELOPED

N 89°47'54" W 242.88'

35.9'

5/8-INCH IRON ROD W/"PACHECO KOCH" CAP FOUND

Δ=48°05'59"
R=50.00'
L=41.97'
T=22.31'
CB=S 66°09'48" W
CD=40.75'

5/8-INCH IRON ROD W/"PACHECO KOCH" CAP FOUND

N 89°47'54" W
45.00'

320.15'

5/8-INCH IRON ROD W/"PACHECO KOCH" CAP FOUND

PROP. IRR. METER

65' BUILDING LINE (CAB. X, PG. 78)

65' TEMPORARY LANDSCAPE & IRRIGATION EASEMENT AREA (INST. NO. 2006-113631)

PROP. FH (TYP)

PROP. GRATE INLET

PROP. BFR

26' FIRELANE

PROP. 8' MULTI-USE TRAIL

N 00°12'06" E 694.36'

PROP. 20' LANDSCAPE SETBACK

PROP. VARIABLE WIDTH R.O.W. DEDICATION

PROP. TURN LANE

100.0' TAPER

50.0' STORAGE

215.0' DECELERATION LANE

ACCESS DRIVE #1

PROP. TYPE 7 RAMP (PER TXDOT STD.)

PROP. SSMH

N 00°12'06" E 106.01'

N 03°28'19" E 219.13'

152.24'

542.12'

120'

GERAULT ROAD
(A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY)

J. TURNER SURVEY ABSTRACT NO. 1251
J. KNIGHT SURVEY ABSTRACT NO. 692

BM# 2

229.46'

LOT 1, BLOCK A
LAKESIDE RIDGE ADDITION
(CAB. 2013, PG. 361)

60.01'

296.01'

296.01'

15.49'

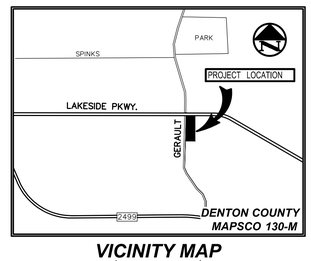
LOT 2, BLOCK A
LAKESIDE RIDGE ADDITION
(CAB. 2013, PG. 361)

229.05'

57.01'

60.01'

LOT 3, BLOCK A
LAKESIDE RIDGE ADDITION
(CAB. 2013, PG. 361)



VICINITY MAP
(NOT TO SCALE)

SITE DATA TABLE PHASE I

PHYSICAL ADDRESS	600 GERAULT ROAD FLOWER MOUND, TEXAS
GROSS SITE AREA	7.833 AC/ 341,199 S.F.
NET SITE AREA	7.732 AC/ 336,792 S.F.
CURRENT ZONING	CAMPUS INDUSTRIAL (PER-PD-83)
PROPOSED ZONING	CAMPUS INDUSTRIAL (PD-174)
CURRENT USE	UNDEVELOPED
PROPOSED USE	OFFICE
LOT COVERAGE AREA	
– BUILDING COVERAGE	9.3%/31,480 S.F.
– IMPERVIOUS AREA	40.4%/136,025 S.F.
– PERVIOUS AREA	50.3%/169,287 S.F.
PARKING SUMMARY	
SURFACE PARKING	
– OFFICE 58,310 S.F. (100%)	1:300 = 194
TOTAL REQUIRED	194 (INCLUDING 6 H.C. SPACES)
TOTAL PARKING PROVIDED	278 (INCLUDING 9 H.C. SPACES)
BUILDING DATA	
– BUILDING	2 STORY
– PEAK HEIGHT	37'-9"
– MEAN HEIGHT	34'-0"
– TOTAL SQUARE FOOTAGE	58,310 S.F.

SITE DATA TABLE PHASE II

PHYSICAL ADDRESS	600 GERAULT ROAD FLOWER MOUND, TEXAS
GROSS SITE AREA	7.833 AC/ 341,199 S.F.
NET SITE AREA	7.732 AC/ 336,792 S.F.
CURRENT ZONING	CAMPUS INDUSTRIAL (PER-PD-83)
PROPOSED ZONING	CAMPUS INDUSTRIAL (PD-174)
CURRENT USE	UNDEVELOPED
PROPOSED USE	OFFICE
LOT COVERAGE AREA	
– BUILDING COVERAGE	6.0%/20,315 S.F.
– IMPERVIOUS AREA	24.7%/83,240 S.F.
– PERVIOUS AREA	19.5%/65,732 S.F.
PARKING SUMMARY	
SURFACE PARKING	
– OFFICE 40,400 S.F. (100%)	1:300 = 135
TOTAL REQUIRED	135 (INCLUDING 5 H.C. SPACES)
TOTAL PARKING PROVIDED	283 (INCLUDING 7 H.C. SPACES)
BUILDING DATA	
– BUILDING	2 STORY
– PEAK HEIGHT	37'-9"
– MEAN HEIGHT	34'-0"
– TOTAL SQUARE FOOTAGE	40,400 S.F.

GENERAL DESCRIPTION OF SITE DRAINAGE
THE SITE SURFACE DRAINS TO A PROPOSED STORM SYSTEM ONSITE AND TIES INTO TWO EXISTING 24" STORM PIPES. INFRASTRUCTURE LABELED ON PLAN.

GENERAL FLOWER MOUND NOTES
1. ALL RETAINING/DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO COMPLEMENT THE MATERIALS AND COLORS WITHIN THIS DEVELOPMENT.
2. ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. ANY MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
3. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
4. DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
5. DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
6. SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SITE PLAN OR ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.

OWNER REPRESENTATIVE/DEVELOPER:
RICK WOJCIECHOWSKI
P3 FM DEVELOPMENT LLC
1000 CIVIC CIRCLE
LEWISVILLE, TEXAS 75067
PHONE: (469) 322-3717

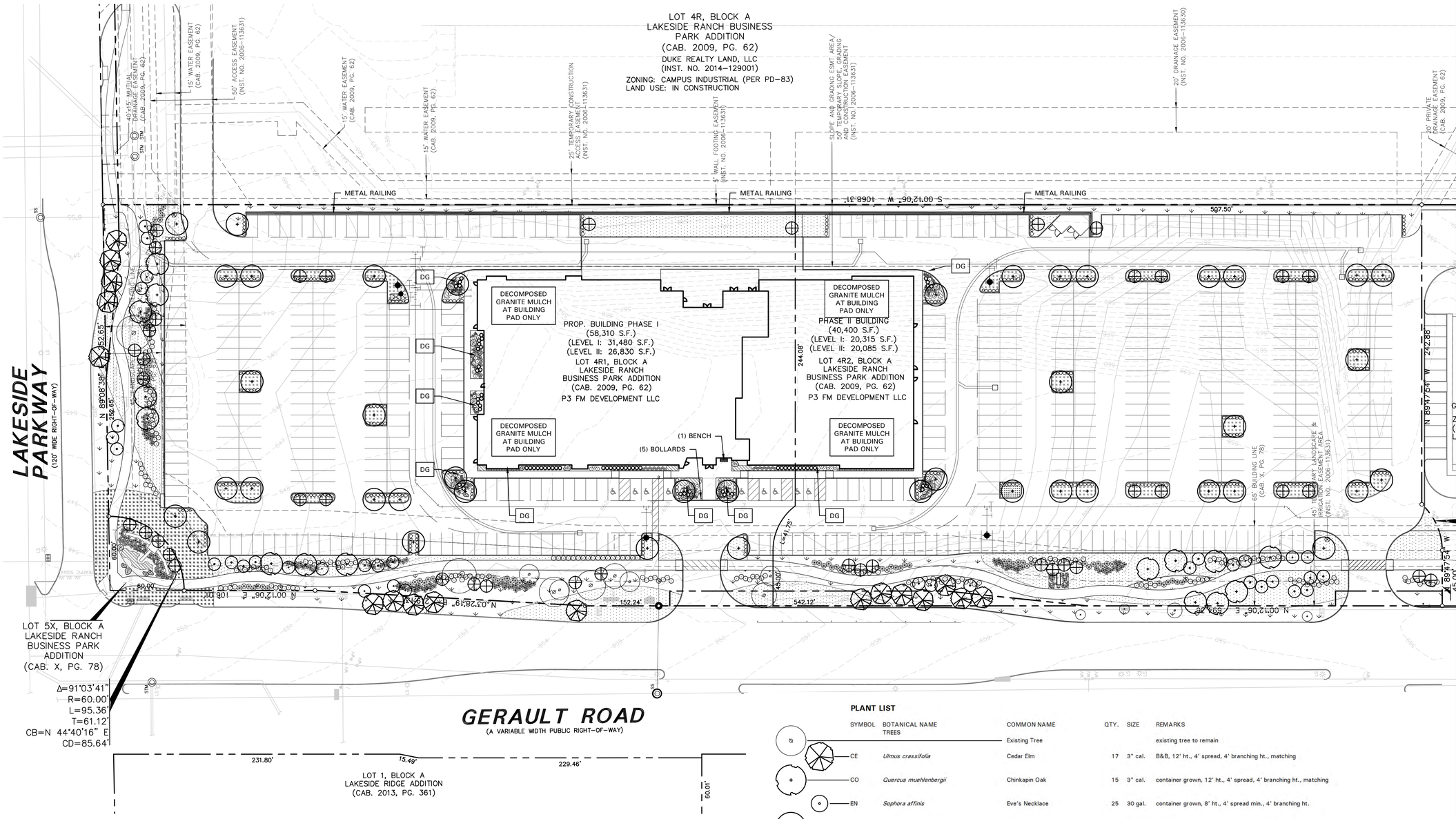
ENGINEER/SURVEYOR:
ALEXANDER J. CAMUNEZ, P.E.
PACHECO KOCH CONSULTING ENGINEERS
7557 RAMBLER ROAD, SUITE 1400
DALLAS, TEXAS 75231
PHONE: (972) 235-3031

EXHIBIT C

Pacheco Koch
7557 RAMBLER ROAD SUITE 1400
DALLAS, TX 75231 972.235.3031
TX REG. ENGINEERING FIRM F-469
TX REG. SURVEYING FIRM LS-10008000

PARKWAY OFFICE LAKESIDE

CONCEPTUAL SITE PLAN



LANDSCAPE CONFORMANCE CHART

Right of Way Zone Trees			
Standard	Street Frontage (Linear Feet)	Required	Provided
1 tree per 60 l.f. of property frontage	Lakeside Parkway - 253 l.f.	4 trees	5 trees
	Gerault Road - 902 l.f.	15 trees	8 existing trees 8 trees
Right of Way Zone Native Grasses			
Standard	Total R.O.W. Area (Square Feet)	Required	Provided
20% of total area to be native seed mix	Lakeside Parkway - 3,113 s.f.	623 s.f.	1,224 s.f.
	Gerault Road - 12,129 s.f.	2,426 s.f.	8,391 s.f.
Street Buffer Zone Trees			
Standard	Street Frontage (Linear Feet)	Required	Provided
1 tree per 70 l.f. of property frontage	Lakeside Parkway - 252 l.f.	4 trees	4 trees
	Gerault Road - 1,019 l.f.	15 trees	9 existing trees 6 trees
Street Buffer Zone Trees Ornamental and Understory Trees			
Standard	Canopy Perimeter (Linear Feet)	Required	Provided
1 understory tree per 20 ft. of canopy drift perimter	Lakeside Parkway - 188 l.f.	9 ornamentals	10 ornamentals
	Gerault Road - 719 l.f.	36 ornamentals	36 ornamentals
Street Buffer Zone Trees Additional Tree and Understory Mixture Drifts			
Standard	Street Frontage (Linear Feet)	Required	Provided
40' long and no futher than 480' apart	Lakeside Parkway - 259 l.f.		Requirements met
	Gerault Road - 1,050 l.f.		Requirements met
Street Buffer Zone Native Grasses / Groundcovers			
Standard	Total Street Buffer Zone Area (Square Feet)	Required	Provided
40% of total area to be native seed mix	Lakeside Parkway - 5,703 s.f.	2,281 s.f.	2,495 s.f.
	Gerault Road - 18,698 s.f.	7,479 s.f.	8,228 s.f.
Landscape Setback Buffer Zone			
Standard	Street Frontage	Required	Provided
Trees and Understory mixtures	Lakeside Parkway		Requirements met
	Gerault Road		Requirements met
Landscape Setback Buffer Zone Native Grasses / Groundcovers			
Standard	Total Landscape Setback Buffer Zone Area (Square Feet)	Required	Provided
40% of total area to be native seed mix	Lakeside Parkway - 6,369 s.f.	2,548 s.f.	2,550 s.f.
	Gerault Road - 26,131 s.f.	10,452 s.f.	10,592 s.f.
Parking Lot Landscaping			
Standard	Parking Lot Area (Square Footage)	Required	Provided
1 tree per 5,500 s.f. of parking lot area	187,813 s.f.	34 trees	58 trees
Parking Lot Landscaping			
Standard	Total Parking Lot Islands	Required	Provided
1 tree per island	58 islands	58 trees	58 trees
All parking spaces are located withing 50 ft. of a tree.			
Parking Lot Screening			
Standard	Parking Lot (Linear Feet)	Required	Provided
75% of parking frontage must be screened	Lakeside Parkway - 216 l.f.	162 l.f.	172 l.f. shrubs
	Gerault Road - 801 l.f.	601 l.f.	625 l.f. shrubs
** Plant heights may be reduced to the extent that berm ground forms are used to			
Building Landscaping			
Standard	Building Perimeter (Linear Feet)	Required	Provided
Foundation shrub drifts shall cover 30% of building perimeter (excluding service areas)	North Side - 150 l.f.	45 l.f.	58 l.f.
Foundation shrub drifts shall cover 30% of building perimeter (excluding service areas)	West Side - 354 l.f.	106 l.f.	310 l.f.

Parking Area Landscape			
Standard	No. of Parking Spaces	Required	Provided
90 s.f. per 12 spaces	561	4,208	12,542 s.f.

PLANT LIST

SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	REMARKS
	TREES				
⊘		Existing Tree			existing tree to remain
CE	*Ulmus crassifolia*	Cedar Elm	17	3" cal.	B&B, 12' ht., 4' spread, 4' branching ht., matching
CO	*Quercus muehlenbergii*	Chinkapin Oak	15	3" cal.	container grown, 12' ht., 4' spread, 4' branching ht., matching
EN	*Sophora affinis*	Eve's Necklace	25	30 gal.	container grown, 8' ht., 4' spread min., 4' branching ht.
LE	*Ulmus parvifolia 'Sempervirens'*	Lacebark Elm	42	3" cal.	container grown, 12' ht., 4' spread, 4' branching ht., matching
RB	*Cercis canadensis 'Oklahoma'*	Oklahoma Redbud	42	30 gal.	container grown, 8' ht., 4' spread min.
VT	*Vitex agnus-castus*	Vitex	10	2" cal.	B&B or container grown, 8' ht., 4' spread, 3 trunk min.
	SHRUBS/GROUNDCOVER				
DWM	*Myrica pusilla*	Dwarf Wax Myrtle	244	5 gal.	container full, 20" spread, 36" o.c.
AWS	*Spiraea spp. 'Anthony Waterer'*	Anthony Waterer Spiraea	46	5 gal.	container full, 20" spread 36" o.c.
LOR	*Loropetalum chinense 'Purple Diamond'*	Loropetalum 'Purple Diamond'	108	3 gal.	container full, 20" spread, 24" o.c.
MFG	*Nassella tenuissima*	Mexican Feathergrass	465	1 gal.	container full, 24" o.c.
MIS	*Miscanthus sinensis 'Adagio'*	Miscanthus 'Adagio'	69	5 gal.	container full, 36" o.c.
PG	*Cortaderia selloana*	Pampas Grass	70	5 gal.	container full
RY	*Hesperaloe parvifolia*	Red Yucca	150	5 gal.	container full, 30" o.c.
SG	*Salvia greggii 'Red'*	Salvia Greggii 'Red'	274	5 gal.	container full, 20" spread 12" o.c.
	Buchloe dactyloides '609'	Buffalograss '609'			
	Cynodon dactylon	Common Bermudagrass			
		Lakeside Ranch Native Grass Mix			
	MISCELLANEOUS				
		Decomposed Granite			3" depth
		Native Landscape Boulders			1.5 ton min.

NOTE: ALL TREES SHALL HAVE STRAIGHT TRUNKS AND BE MATCHING WITHIN VARIETIES.
PLANT LIST IS AN AID TO BIDDERS ONLY. CONTRACTOR SHALL VERIFY ALL QUANTITIES ON PLAN.
ALL HEIGHTS AND SPREADS ARE MINIMUMS. ALL PLANT MATERIAL SHALL MEET OR EXCEED REMARKS AS INDICATED.

N

SCALE: 1" = 40'-0"

0 20 40 80

REGISTERED LANDSCAPE ARCHITECT
TERRI ANN HAAS
2246
STATE OF TEXAS

10/08/19

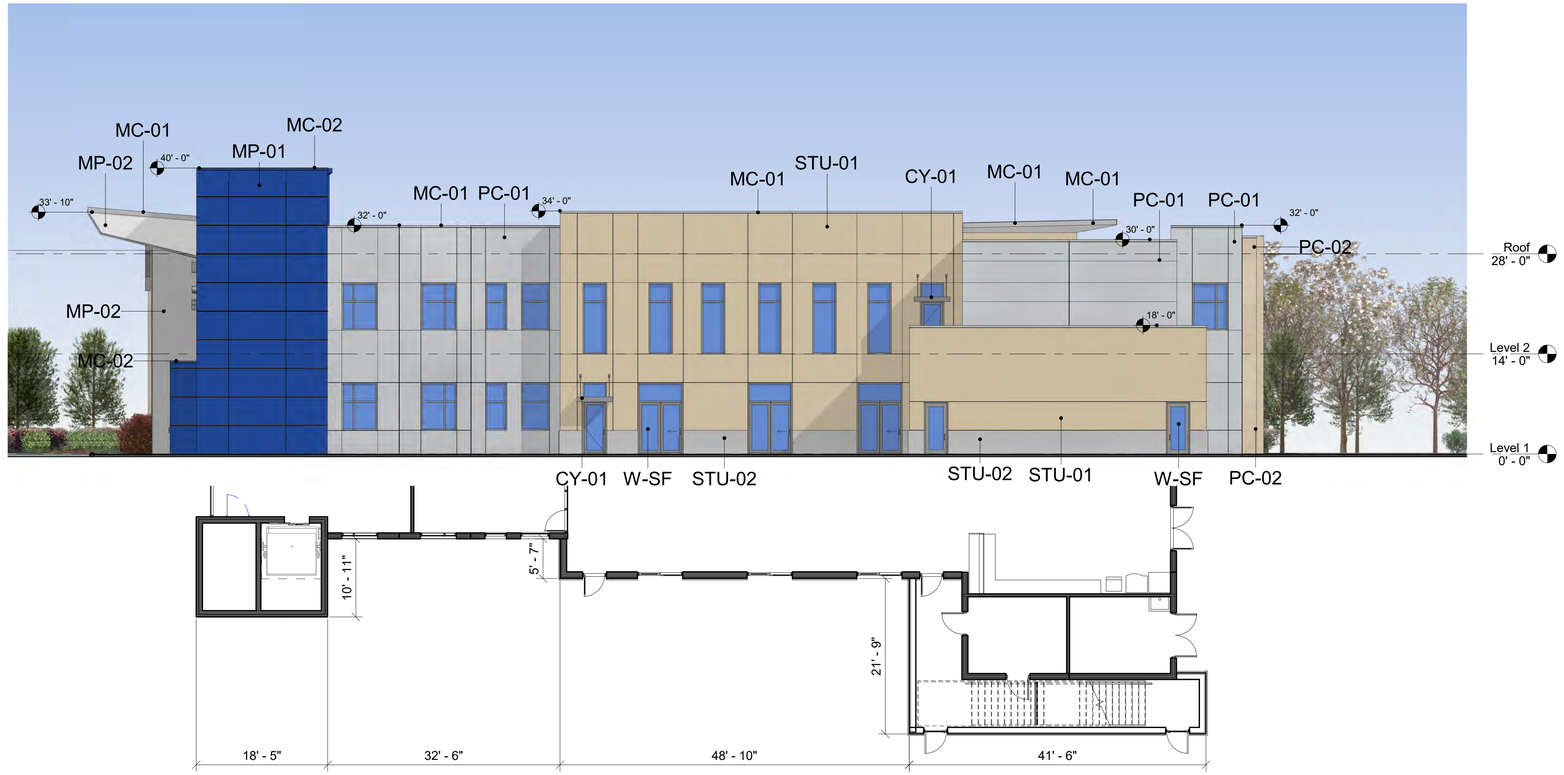
Exhibit D

Parkway Office
Lakeside

BELLE FIRMA

4245 North Central Expy
Suite 501
Dallas, Texas 75205
214.865.7192 office

CONCEPTUAL LANDSCAPE PLAN



2 **South Elevation - Phase I**

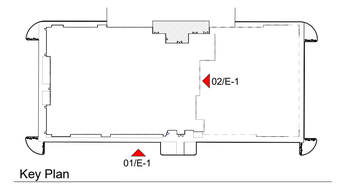
1" = 10'-0"

Exterior Material Legend

Mark	Description	Manufacture	Color
CY-01	Canopy - Metal		Clear Anodized Aluminum
GT-01	Dumpster Gate - Painted Steel Gate with Steel Frame	Cityscapes Inc.	Color to match Grey Concrete Panel.
MC-01	Metal Coping - Misc.		Clear Anodized Aluminum
MC-02	Metal Coping - Misc.		Anodized Aluminum - Color to Match MP-01
MP-01	Metal Panel - Formalwall FWDS Series, G-90 Galv, Panel Module 36", 3" thick	Centria	Pantone 2945C Bright Blue
MP-02	Perforated Metal Panel	McNichols	Aluminum
MR-01	Metal Railing	C.A.T. Cable Railing System	Stainless Steel
PC-01	Precast Concrete Sandwich Panel	Enterprise Precast Concrete	Raw Concrete Finishes - Grey
PC-02	Precast Concrete Sandwich Panel	Enterprise Precast Concrete	Stone Finishes
STU-01	Integral Stucco System		Color to match Sherwin Williams SW 7723, Colony Buff
STU-02	Integral Stucco System		Color to match Sherwin Williams SW 7673 Pewter Cast
W-CW	Curtain Wall at Main Entry	Kawneer	Frame to be clear anodized aluminum. Glass to be clear with light blue tint.
W-SF	Storefront at Level 1	Kawneer	Frame to be clear anodized aluminum. Glass to be clear with light blue tint.
W-WD	Punch window at Level 1 and 2	Kawneer	Frame to be clear anodized aluminum. Glass to be clear with light blue tint.

1 **West Elevation - Phase I**

1" = 10'-0"



Key Plan

Exhibit E-1

CONSTRUCTION • ARCHITECTURE

PARKWAY

1000 Civic Circle Lewisville, TX 75067
parkwayconstruction.com (972) 221-1979

Parkway Office Lakeside

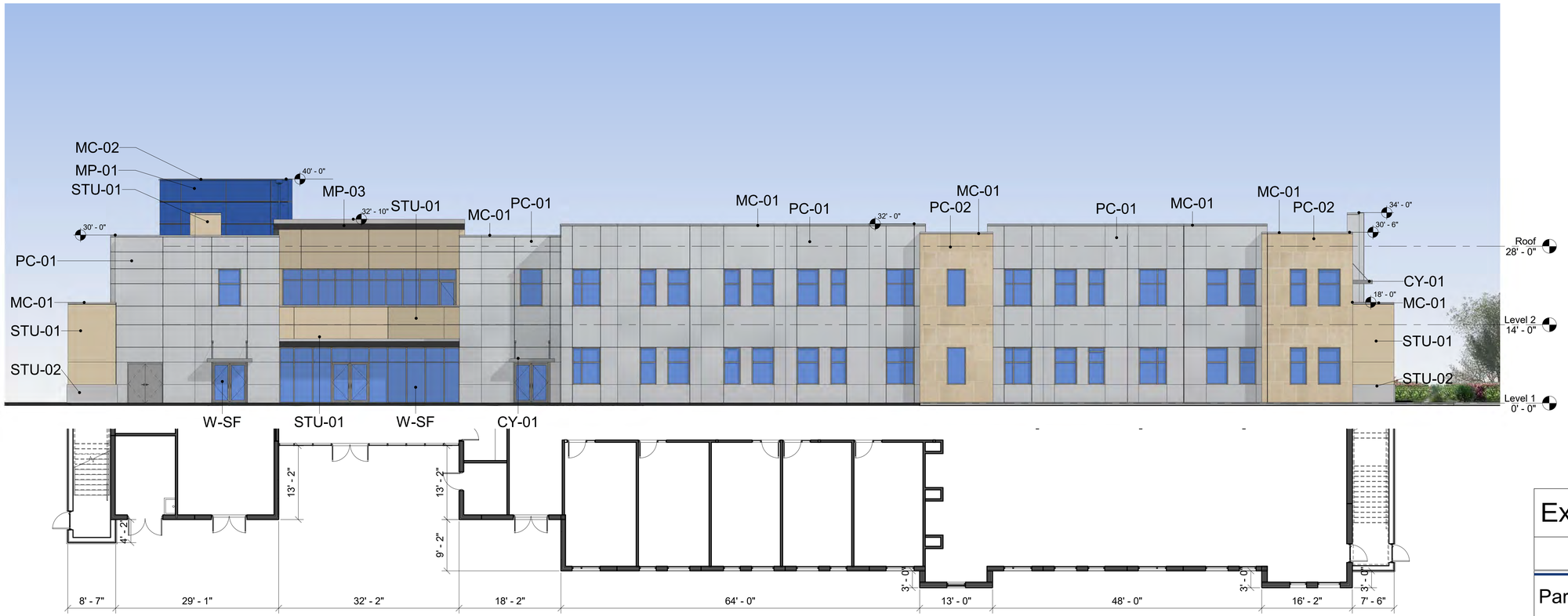
Conceptual Elevations - Phase I

2 North Elevation

1" = 10'-0"

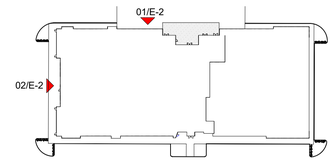
Exterior Material Legend

Mark	Description	Manufacture	Color
CY-01	Canopy - Metal		Clear Anodized Aluminum
GT-01	Dumpster Gate - Painted Steel Gate with Steel Frame	Cityscapes Inc.	Color to match Grey Concrete Panel.
MC-01	Metal Coping - Misc.		Clear Anodized Aluminum
MC-02	Metal Coping - Misc.		Anodized Aluminum - Color to Match MP-01
MP-01	Metal Panel - Formalwall FWDS Series, G-90 Galv, Panel Module 36", 3" thick	Centria	Pantone 2945C Bright Blue
MP-02	Perforated Metal Panel	McNichols	Aluminum
MR-01	Metal Railing	C.A.T. Cable Railing System	Stainless Steel
PC-01	Precast Concrete Sandwich Panel	Enterprise Precast Concrete	Raw Concrete Finishes - Grey
PC-02	Precast Concrete Sandwich Panel	Enterprise Precast Concrete	Stone Finishes
STU-01	Integral Stucco System		Color to match Sherwin Williams SW 7723, Colony Buff
STU-02	Integral Stucco System		Color to match Sherwin Williams SW 7673 Pewter Cast
W-CW	Curtain Wall at Main Entry	Kawneer	Frame to be clear anodized aluminum. Glass to be clear with light blue tint.
W-SF	Storefront at Level 1	Kawneer	Frame to be clear anodized aluminum. Glass to be clear with light blue tint.
W-WD	Punch window at Level 1 and 2	Kawneer	Frame to be clear anodized aluminum. Glass to be clear with light blue tint.



1 East Elevation - Phase I

1" = 10'-0"



Key Map

Exhibit E-2

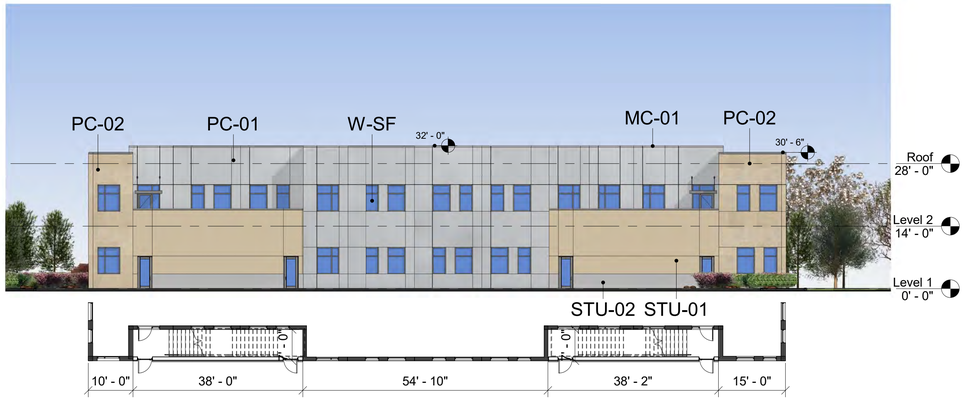
CONSTRUCTION • ARCHITECTURE

PARKWAY

1000 Civic Circle Lewisville, TX 75067
parkwayconstruction.com (972) 221-1979

Parkway Office Lakeside

Conceptual Elevations - Phase I



3 South Elevation - Phase II

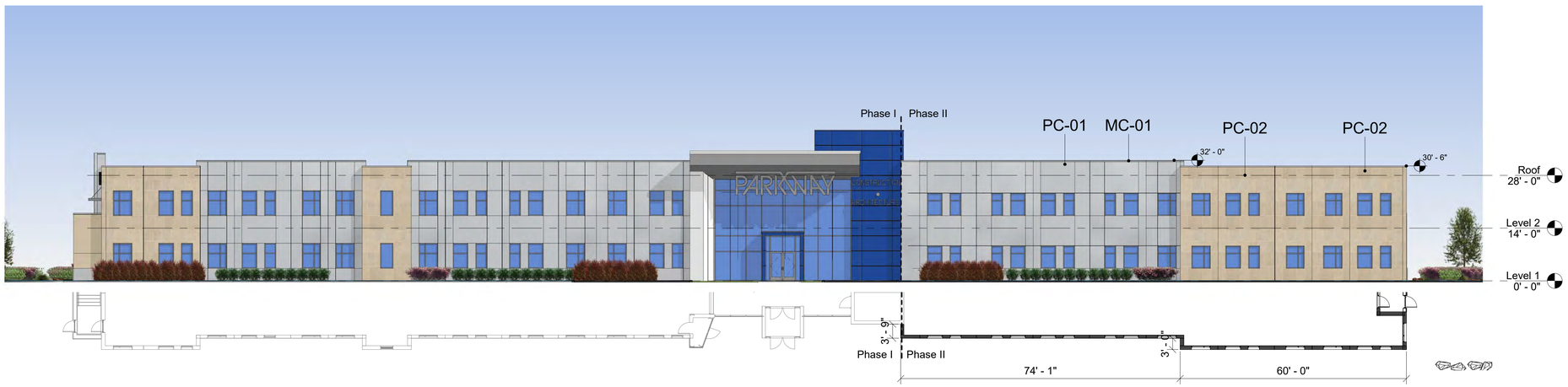
1/16" = 1'-0"

Exterior Material Legend

Mark	Description	Manufacture	Color
CY-01	Canopy - Metal		Clear Anodized Aluminum
GT-01	Dumpster Gate - Painted Steel Gate with Steel Frame	Cityscapes Inc.	Color to match Grey Concrete Panel.
MC-01	Metal Coping - Misc.		Clear Anodized Aluminum
MC-02	Metal Coping - Misc.		Anodized Aluminum - Color to Match MP-01
MP-01	Metal Panel - Formalwall FWDS Series, G-90 Galv, Panel Module 36", 3" thick	Centria	Pantone 2945C Bright Blue
MP-02	Perforated Metal Panel	McNichols	Aluminum
MR-01	Metal Railing	C.A.T. Cable Railing System	Stainless Steel
PC-01	Precast Concrete Sandwich Panel	Enterprise Precast Concrete	Raw Concrete Finishes - Grey
PC-02	Precast Concrete Sandwich Panel	Enterprise Precast Concrete	Stone Finishes
STU-01	Integral Stucco System		Color to match Sherwin Williams SW 7723, Colony Buff
STU-02	Integral Stucco System		Color to match Sherwin Williams SW 7673 Pewter Cast
W-CW	Curtain Wall at Main Entry	Kawneer	Frame to be clear anodized aluminum. Glass to be clear with light blue tint.
W-SF	Storefront at Level 1	Kawneer	Frame to be clear anodized aluminum. Glass to be clear with light blue tint.
W-WD	Punch window at Level 1 and 2	Kawneer	Frame to be clear anodized aluminum. Glass to be clear with light blue tint.

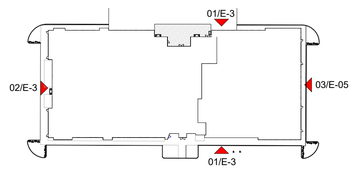
2 East Elevation - Phase II

1/16" = 1'-0"



1 West Elevation - Phase II

1/16" = 1'-0"



Key Map

Exhibit E-3

CONSTRUCTION • ARCHITECTURE

PARKWAY

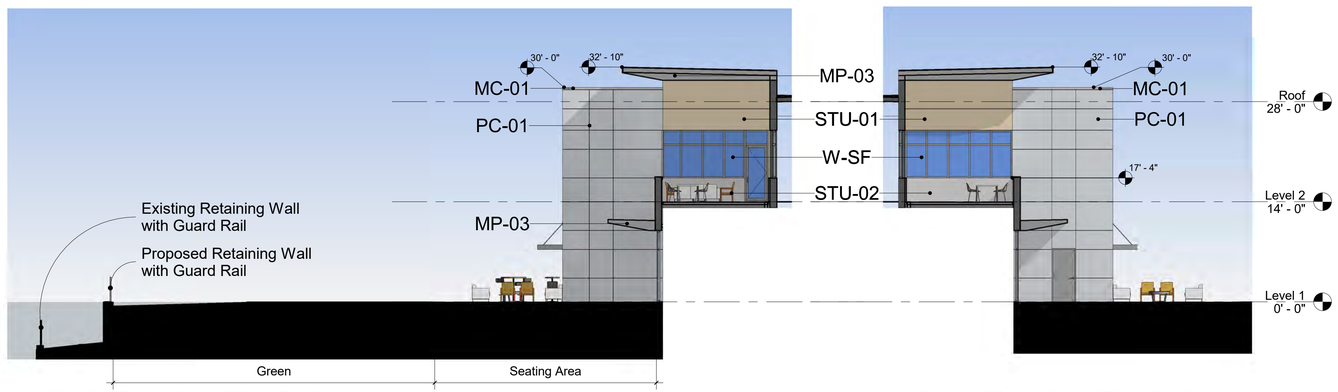
1000 Civic Circle Lewisville, TX 75067
parkwayconstruction.com (972) 221-1979

Parkway Office Lakeside

Conceptual Elevations - Phase II

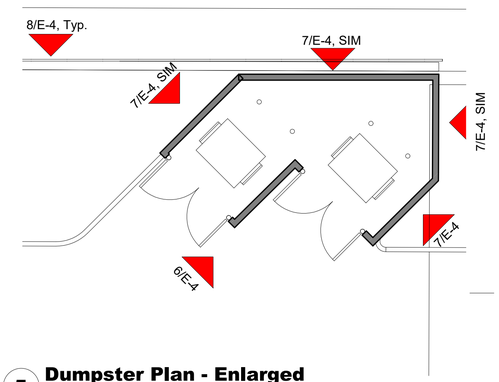
4 Patio View - South East - Phase II

3 Patio View - North East - Phase I



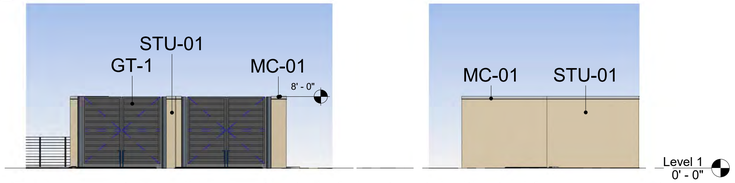
1 North Elevation - Thru Patio
1" = 10'-0"

2 South Elevation - Thru Patio
1" = 10'-0"



5 Dumpster Plan - Enlarged
1/8" = 1'-0"

8 Conceptual Guardrail & Retaining Wall
1/8" = 1'-0"



Enclosure gates shall be constructed of sheet metal with steel frame and painted to complement the building.

6 Dumpster Exterior Elev - Gates
1/8" = 1'-0"

7 Dumpster Exterior Elev - Typical
1/8" = 1'-0"

Material Tabulation Chart - Phase I								
	North Elevation		East Elevation		South Elevation		West Elevation	
Total Façade SF	5,152		7,536		6,787		7,597	
Façade SF (Exclusive of Doors and Windows)	4,292		5,943		6,039		5,660	
Doors and Windows SF	860		1,593		748		1,937	
Primary Masonry Materials SF	4,031	93.9%	5,617	94.5%	5,032	83.3%	4,526	80.0%
Concrete	1,661	38.7%	4,129	69.5%	1,488	24.6%	3,117	55.1%
Stone	980	22.8%	758	12.8%	1,488	24.6%	994	17.6%
Stucco	1,390	32.4%	730	12.3%	2,056	34.0%	415	7.3%
Secondary Materials SF	261	6.1%	326	5.5%	1,007	16.7%	1,134	20.0%
Blue Metal Panel	110	2.6%	206	3.5%	784	13.0%	622	11.0%
Perforated Metal Panel	27	0.6%	0	0.0%	182	3.0%	482	8.5%

Material Tabulation Chart - Phase II								
	North Elevation		East Elevation		South Elevation		West Elevation	
Total Façade SF	See Phase I		3,962		4,993		4,202	
Façade SF (Exclusive of Doors and Windows)			3,241		4,263		3,458	
Doors and Windows SF			721		730		744	
Primary Masonry Materials SF			3,241	100.0%	4,263	100.0%	3,458	100.0%
Concrete			1,978	61.0%	2,355	55.2%	1,976	57.1%
Stone			1,263	39.0%	648	15.2%	1,482	42.9%
Stucco			0	0.0%	1,260	29.6%	0	0.0%
Secondary Materials SF			0	0.0%	0	0.0%	0	0.0%
Blue Metal Panel			0	0.0%	0	0.0%	0	0.0%
Perforated Metal Panel			0	0.0%	0	0.0%	0	0.0%

Material Tabulation Chart - Final								
	North Elevation		East Elevation		South Elevation		West Elevation	
Total Façade SF	5,152		11,498		4,993		11,799	
Façade SF (Exclusive of Doors and Windows)	4,292		9,184		4,263		9,118	
Doors and Windows SF	860		2,314		730		2,681	
Primary Masonry Materials SF	4,031	93.9%	8,858	96.5%	4,263	100.0%	7,984	87.6%
Secondary Materials SF	261	6.1%	326	3.5%	0	0.0%	1,134	12.4%

Elevations Notes:

a. All retaining/detaining walls, turn-down curbs, tree retaining walls shall be clad in a material to match the materials on the main building.
b. All ground based HVAC shall be screened with live screening or masonry enclosure. Masonry enclosure shall be clad in the same material as the main building.
c. All electrical panels and associated components shall be painted/textured to match the color of the building.
d. Dumpster screening wall requires a separate building permit.
e. Signs require a separate building permit. Any signs depicted on the subject site plan/elevations are not approved as a part of this review and must comply with all applicable town regulations.
f. Refer to E-03 for Material Legend.

Exhibit E-4

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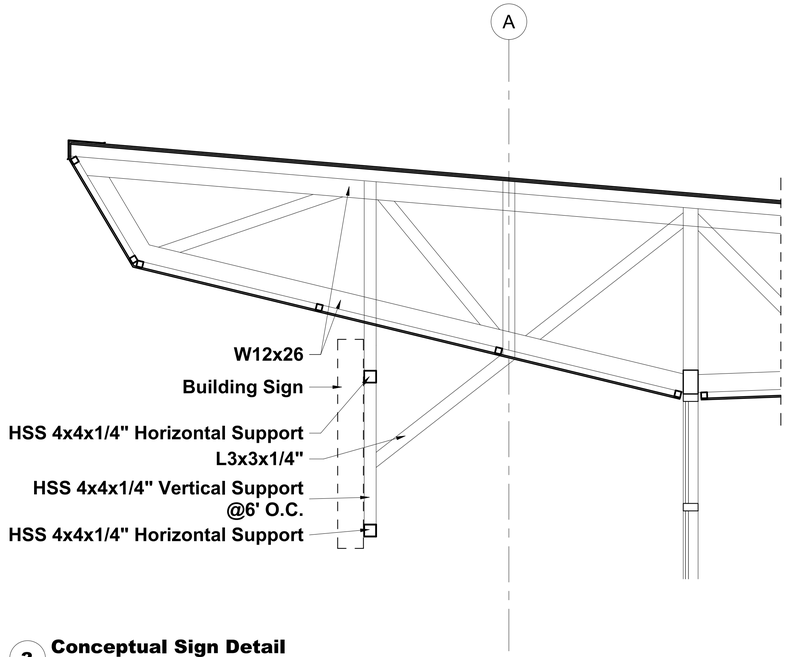
Parkway Office Lakeside

Misc. Elevations & Tabulations

2 **Sign Perspective**



3 **Conceptual Sign Detail**
1/2" = 1'-0"

1 **West - Front Entry - Sign**
1" = 10'-0"

Item "A" - Under Canopy Sign 6'-4" x 26'-5" = 167.30 Sq. Ft.

Exhibit F

CONSTRUCTION • ARCHITECTURE

Parkway Office Lakeside

PARKWAY
1000 Civic Circle Lewisville, TX 75067
parkwayconstruction.com (972) 221-1979

Conceptual Building Sign Design

Plants shown in the rendering are for representation purpose only.
Please refer to Landscape Design Drawings for correct species & quantities.

Exhibit P-1

CONSTRUCTION • ARCHITECTURE

Parkway Office Lakeside

PARKWAY
3000 Civic Circle Lewisville, TX 75067
parkwayconstruction.com (972) 221-1979

Perspective View - North/West Phase I

Plants shown in the rendering are for representation purpose only.
Please refer to Landscape Design Drawings for correct species & quantities.

Exhibit P-2

CONSTRUCTION • ARCHITECTURE

Parkway Office Lakeside

PARKWAY

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Perspective View - South/West Phase I

Plants shown in the rendering are for representation purpose only.
Please refer to Landscape Design Drawings for correct species & quantities.

Exhibit P-3

CONSTRUCTION • ARCHITECTURE

Parkway Office Lakeside

PARKWAY

3000 Civic Circle Lewisville, TX 75067
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Perspective View - North/East

Plants shown in the rendering are for representation purpose only.
Please refer to Landscape Design Drawings for correct species.

Exhibit P-4

CONSTRUCTION • ARCHITECTURE

Parkway Office Lakeside

PARKWAY
3000 Civic Circle Lewisville, TX 75067
parkwayconstruction.com (972) 221-1979

Perspective View - North/West Phase II

Plants shown in the rendering are for representation purpose only.
Please refer to Landscape Design Drawings for correct species & quantities.

Exhibit P-5

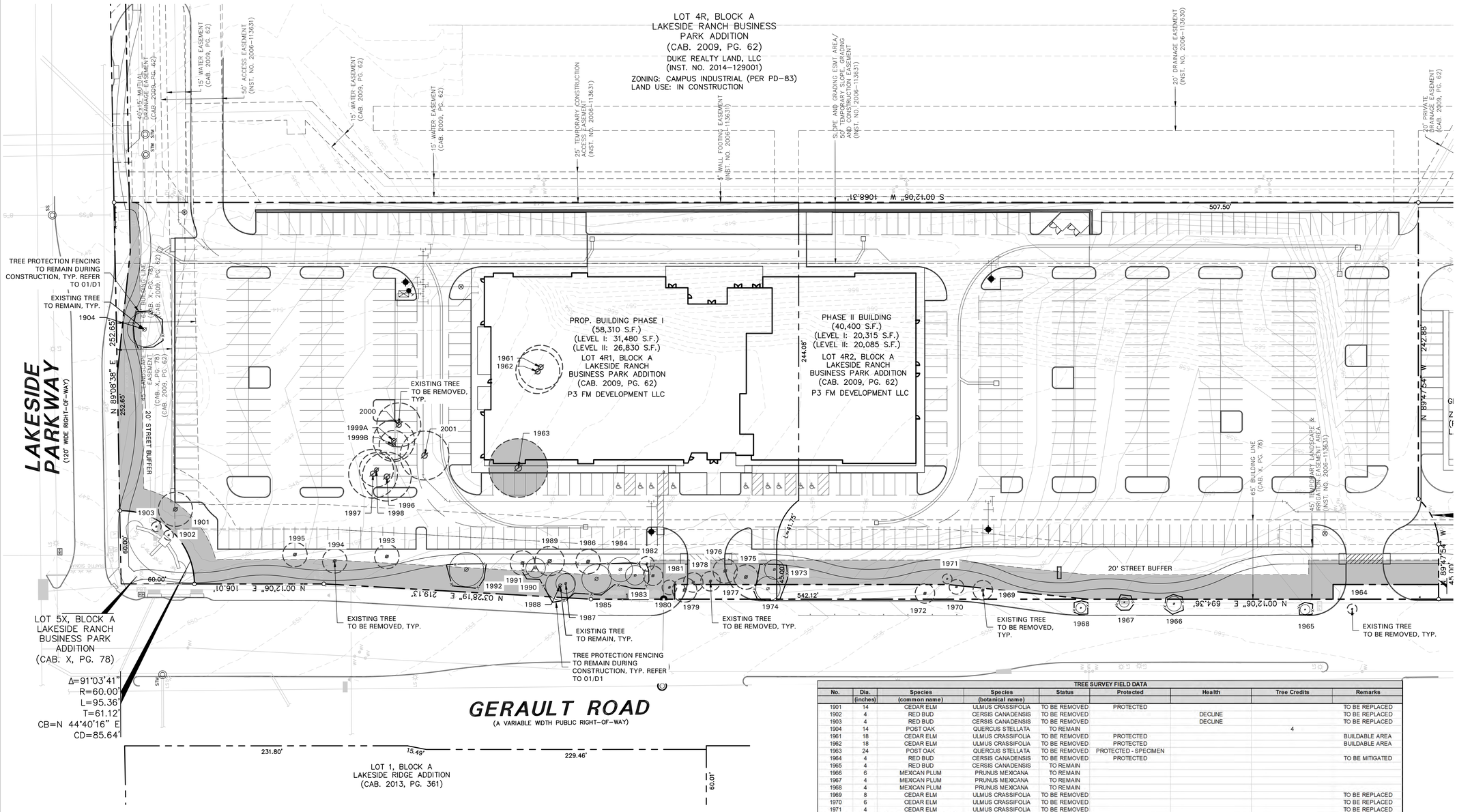
CONSTRUCTION • ARCHITECTURE

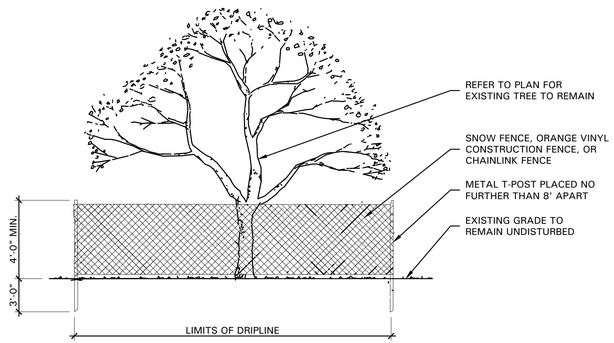
Parkway Office Lakeside

PARKWAY

1000 Civic Circle Lewisville, TX 75067
parkwayconstruction.com (972) 221-1979

Perspective View - South/West Phase II





01 TREE PROTECTIVE FENCING
NOT TO SCALE

TREE PRESERVATION NOTES

1. EXISTING TREES TO REMAIN SHALL BE PROTECTED DURING CONSTRUCTION FROM TREE STRUCTURE DAMAGE AND COMPACTION OF SOIL UNDER AND AROUND DRIP LINE (CANOPY) OF TREE.
2. IF ANY ROOT STRUCTURE IS DAMAGED DURING ADJACENT EXCAVATION / CONSTRUCTION, NOTIFY OWNER'S AUTHORIZED REPRESENTATIVE IMMEDIATELY. AN ISA CERTIFIED ARBORIST SHALL BE SECURED FOR THE TREATMENT OF ANY POSSIBLE TREE WOUNDS.
3. ANY FINE GRADING DONE WITHIN THE CRITICAL ROOT ZONES OF THE PROTECTED TREES MUST BE DONE BY HAND TOOLS ONLY. NO MACHINERY IS ALLOWED WITHIN THE CRITICAL ROOT ZONE OF THE TREES.
4. NO MATERIALS INTENDED FOR USE IN CONSTRUCTION OR WASTE MATERIALS ACCUMULATED DUE TO EXCAVATION OR DEMOLITION SHALL BE PLACED WITHIN THE LIMITS OF THE DRIP LINE OF ANY TREE.
5. NO EQUIPMENT MAY BE CLEANED OR TOXIC SOLUTIONS, OR OTHER LIQUID CHEMICALS, SHALL BE DEPOSITED WITHIN THE LIMITS OF THE DRIP LINE OF A TREE, INCLUDING BUT NOT LIMITED TO: PAINT, OIL, SOLVENTS, ASPHALT, CONCRETE, MORTAR, PRIMERS, ETC.
6. NO SIGNS, WIRES OR OTHER ATTACHMENTS, SHALL BE ATTACHED TO ANY TREE.
7. NO VEHICULAR / CONSTRUCTION EQUIPMENT TRAFFIC OR PARKING IS ALLOWED WITHIN THE LIMITS OF THE DRIP LINE OF TREES.
8. BORING OF UTILITIES MAY BE PERMITTED UNDER PROTECTED TREES IN CERTAIN CIRCUMSTANCES. THE MINIMUM LENGTH OF THE BORE SHALL BE THE WIDTH OF THE TREE'S CANOPY AND SHALL BE A MINIMUM DEPTH OF FORTY-EIGHT (48") INCHES.
9. IRRIGATION TRENCHING WHICH MUST BE DONE WITHIN THE CRITICAL ROOT ZONE OF A TREE SHALL BE DUG BY HAND AND ENTER THE AREA IN A RADIAL MANNER.
10. ALL TREES TO BE REMOVED FROM THE SITE SHALL BE FLAGGED BY THE CONTRACTOR WITH BRIGHT RED VINYL TAPE (3" WIDTH) WRAPPED AROUND THE MAIN TRUNK AT A HEIGHT OF FOUR (4') FEET ABOVE GRADE. FLAGGING SHALL BE APPROVED BY OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO ANY TREE REMOVAL. CONTRACTOR SHALL CONTACT OWNER'S AUTHORIZED REPRESENTATIVE WITH 72 HOURS NOTICE TO SCHEDULE ON-SITE MEETING.
11. ALL TREES TO REMAIN, AS NOTED ON DRAWINGS, SHALL HAVE PROTECTIVE FENCING LOCATED AT THE TREE'S DRIP LINE. THE PROTECTIVE FENCING MAY BE COMPRISED OF SNOW FENCING, ORANGE VINYL CONSTRUCTION FENCING, CHAIN LINK FENCE OR OTHER SIMILAR FENCING WITH A FOUR (4') FOOT APPROXIMATE HEIGHT. THE PROTECTIVE FENCING SHALL BE LOCATED AS INDICATED ON THE TREE PROTECTION DETAIL.
12. WHEN A LOW HANGING LIMB IS BROKEN DURING THE COURSE OF CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE OWNER'S AUTHORIZED REPRESENTATIVE IMMEDIATELY. UNDER NO CIRCUMSTANCE SHALL THE CONTRACTOR PRUNE ANY PORTION OF THE DAMAGED TREE WITHOUT THE PRIOR APPROVAL BY THE OWNER'S AUTHORIZED REPRESENTATIVE.

EXISTING TREE LEGEND

- EXISTING PROTECTED TREE TO REMAIN
- EXISTING PROTECTED TREE TO BE REMOVED
- EXISTING SPECIMEN TREE TO BE REMOVED
- TREE PROTECTION FENCING TO REMAIN DURING CONSTRUCTION REFER TO 01/D1

TREE SURVEY FIELD DATA

No.	Dia. (inches)	Species (common name)	Species (botanical name)	Status	Protected	Health	Tree Credits	Remarks
1901	14	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED			TO BE REPLACED
1902	4	RED BUD	CERSIS CANADENSIS	TO BE REMOVED		DECLINE		TO BE REPLACED
1903	4	RED BUD	CERSIS CANADENSIS	TO BE REMOVED		DECLINE		TO BE REPLACED
1904	14	POST OAK	QUERCUS STELLATA	TO REMAIN			4	
1961	18	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED			BUILDABLE AREA
1962	18	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED			BUILDABLE AREA
1963	24	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED - SPECIMEN			
1964	4	RED BUD	CERSIS CANADENSIS	TO BE REMOVED	PROTECTED			TO BE MITIGATED
1965	4	RED BUD	CERSIS CANADENSIS	TO REMAIN				
1966	6	MEXICAN PLUM	PRUNUS MEXICANA	TO REMAIN				
1967	4	MEXICAN PLUM	PRUNUS MEXICANA	TO REMAIN				
1968	4	MEXICAN PLUM	PRUNUS MEXICANA	TO REMAIN				
1969	8	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED				TO BE REPLACED
1970	6	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED				TO BE REPLACED
1971	4	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED				TO BE REPLACED
1972	8	MULTI-TRUNK CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED				TO BE REPLACED
1973	8	CEDAR ELM	ULMUS CRASSIFOLIA	TO REMAIN				
1974	10	CEDAR ELM	ULMUS CRASSIFOLIA	TO REMAIN				
1975	10	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED			TO BE REPLACED
1976	10	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED			TO BE REPLACED
1977	8	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED			TO BE REPLACED
1978	8	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED			TO BE REPLACED
1979	10	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED			TO BE REPLACED
1980	6	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED			TO BE REPLACED
1981	8	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED			TO BE REPLACED
1982	6	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED			TO BE REPLACED
1983	8	CEDAR ELM	ULMUS CRASSIFOLIA	TO REMAIN				
1984	10	CEDAR ELM	ULMUS CRASSIFOLIA	TO REMAIN			1	
1985	12	CEDAR ELM	ULMUS CRASSIFOLIA	TO REMAIN				
1986	10	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED			TO BE REPLACED
1987	8	CEDAR ELM	ULMUS CRASSIFOLIA	TO REMAIN				
1988	12	CEDAR ELM	ULMUS CRASSIFOLIA	TO REMAIN				
1989	12	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED			TO BE REPLACED
1990	8	CEDAR ELM	ULMUS CRASSIFOLIA	TO REMAIN			1	
1991	10	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED			TO BE REPLACED
1992	14	CEDAR ELM	ULMUS CRASSIFOLIA	TO REMAIN				
1993	10	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED			TO BE REPLACED
1994	10	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED			TO BE REPLACED
1995	10	CEDAR ELM	ULMUS CRASSIFOLIA	TO BE REMOVED	PROTECTED			TO BE REPLACED
1996	20	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED			TO BE REPLACED
1997	20	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED			TO BE REPLACED
1998	14	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED			TO BE REPLACED
1999A	17	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED			TO BE REPLACED
1999B	12	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED			TO BE REPLACED
2000	18	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED			TO BE REPLACED
2001	20	POST OAK	QUERCUS STELLATA	TO BE REMOVED	PROTECTED			TO BE REPLACED

Total Caliper Inches on Site	483
Total Caliper Inches Removed	361
Buildable Area Tree Credits	6
Total Specimen Tree Inches to be Mitigated	24
Total Amount to be Paid into Tree Fund (for 24" Post Oak: (16) 3" Trees - 12 Tree Credits)	$3,750.00

- TREE MITIGATION OF SPECIMEN TREE WILL BE ADDRESSED BY PAYMENT INTO TREE FUND
- TREE MITIGATION OF PROTECTED TREES WILL BE ADDRESSED BY REPLACEMENT ONSITE

SCALE: 1" = 40'-0"
0 20 40 80

REGISTERED LANDSCAPE ARCHITECT
MARY ANN HALL
2246
STATE OF TEXAS
08/21/19

Exhibit D1

Parkway Office
Lakeside

BELLE FIRMA
4245 North Central Expy
Suite 501
Dallas, Texas 75205
214.865.7192 office

TREE PRESERVATION PLAN

Exhibit "B"

Development Standards

Planned Development District - 174 (PD-174)
Parkway Office Lakeside

The development on the property comprising approximately 5.17 acres of land within the corporate limits of the Town of Flower Mound ("Town") shall be in accordance with the Town of Flower Mound *Master Plan* and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements:

A. DEFINITIONS.

1. UNDER CANOPY SIGN means a sign that is attached under a canopy or extended building feature from a façade, the sign may extend more than 12 inches from a façade, but does not extend beyond the canopy edge or extended building feature.

B. EXHIBITS.

1. The following Exhibits are incorporated into this planned development.

   a. Exhibit "C": Conceptual Site Plan.

   b. Exhibit "D": Conceptual Landscape Plan.

   c. Exhibit "E": Conceptual Elevations.

   d. Exhibit "F": Under Canopy Sign Exhibit.

C. PERMITTED USES. The uses listed as Permitted Uses in Campus Industrial District (CI) in the Town's Zoning Ordinance may be permitted on the property.

C. SPECIFIC USES. The uses listed as Specific Uses in Campus Industrial District (CI) in the Town's Zoning Ordinance may be permitted on the property only upon approval of a specific use permit in accordance with the procedures and standards of Section 90-186 of the Land Development Code, "Specific Use Permits".

D. TEMPORARY USES. The uses listed as Temporary Uses in the Campus Industrial District (CI) in the Town's Zoning Ordinance may be permitted on the property only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of the Land Development Code, "Temporary Use Permits".

E. DIMENSIONAL REGULATIONS. The dimensional regulations listed for Campus Industrial District (CI) in the Town's Zoning Ordinance shall be required for this Planned Development.

F. LANDSCAPE AND SCREENING REQUIREMENTS. All landscaping and screening shall be provided in a consistent manner as shown on Exhibit "D".

MISCELLANEOUS STANDARDS.

1. Off-Street Parking.

   a. Except as provided in this paragraph, off-street parking shall comply with Article III of the Town's Code of Ordinances.

   b. For an office use, this Planned Development shall be subject to the following:

      i. The office shall be developed in two phases as shown on Exhibit "C".

      ii. A parking study has been prepared to address aggregate parking requirements that exceeds 20 percent of required parking.

      iii. A deviation that provides for a maximum increase of 70.5 percent of the aggregate parking requirement (Phase I and Phase II, combined) for an office use shall be permitted.

G. SIGNAGE.

1. Except as provided in this paragraph, signage shall comply with the Town's Sign Ordinance.

2. A proposed Under Canopy sign shall be permitted subject to the following standards and generally provided as shown on Exhibit "F".

   a. The height shall not exceed seven feet.

   b. The width shall not exceed 27 feet.

   c. The sign area shall not exceed 180 square feet.

   d. A minimum clear height of 15 feet from grade shall be provided.

   e. A maximum of one under canopy sign shall face Gerault Road.

H. EXCEPTIONS.

1. Meritorious Architecture-Urban Design Plan, Section 1.2. The proposed architecture is unique and shall be deemed 'meritorious', and shall comply in all respects with elevations as shown on Exhibit "E".

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO._____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, LAND DEVELOPMENT REGULATIONS, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 7.833 ACRES OF LAND SITUATED IN THE J. TURNER SURVEY, ABSTRACT NO. 1251, FROM PLANNED DEVELOPMENT DISTRICT NO. 83 (PD-83) WITH CAMPUS INDUSTRIAL DISTRICT (CI) USES TO PLANNED DEVELOPMENT DISTRICT NO. 174 (PD-174) WITH CAMPUS INDUSTRIAL DISTRICT (CI) USES, IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town of Flower Mound heretofore adopted the Land Development Regulations of the Town of Flower Mound, as amended, which Ordinance regulates and restricts the location and use of buildings, structures and land for trade, industry, residence and other purposes, and provides for the establishment of zoning districts of such number, shape and area as may be best suited to carry out these regulations; and,

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owner of the property described as approximately 7.833 acres of land situated in the J. Turner Survey, Abstract No. 1251, has filed an application for a Zoning Planned Development to change the zoning from Planned Development District No. 83 (PD-83) with Campus Industrial District (CI) uses to Planned Development District No. 174 (PD-174) with Campus Industrial District (CI) uses; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on October 14, 2019, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on November 4, 2019, with respect to the proposed planned development district as described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Local Government Code, Chapter 78 of the Land Development Regulations, and all other laws dealing with notice, publication and procedural requirements for the approval of a planned development district on the property;

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

SECTION 1

The Land Development Regulations of the Town of Flower Mound, Texas, as amended, are hereby amended on the hereinafter described property and area to establish a planned development district as shown below:

Approximately 7.833 acres of land situated in the J. Turner Survey, Abstract No. 1251, Denton County, Texas, and more fully described in Exhibit "A" hereto.

Planned Development District No. 174 (PD-174) with Campus Industrial District (CI) uses.

SECTION 2

The development standards, conceptual site plan, conceptual landscape plan, conceptual elevations, and under canopy sign exhibit of the proposed Planned Development District No. 174 (PD-174), attached hereto as Exhibits "B," "C," "D," "E," and "F" each incorporated herein for all purposes, are hereby approved as the development standards, conceptual site plan, conceptual landscape plan, conceptual elevations, and under canopy sign exhibit for this Planned Development District No. 174 (PD-174).

SECTION 3

The official map of the Town of Flower Mound is amended and the Executive Director of Development Services is directed to revise the official zoning map to reflect the approved Planned Development District No. 174 (PD-174), as set forth above.

SECTION 4

The use of the property described above shall be subject to all restrictions, terms and conditions contained in Exhibits "B," "C," "D," "E," and "F" attached hereto, as well as the applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town of Flower Mound.

SECTION 5

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

SECTION 6

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

SECTION 7

Any person, firm, or corporation who violates any provision of this Ordinance as adopted by the Town Council of the Town of Flower Mound shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-13 of the Code of Ordinances of the Town of Flower Mound. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 8

All rights and remedies of the Town of Flower Mound are expressly saved as to any and all violations of the provisions of the Land Development Regulations or any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 9

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

SECTION 10

This Ordinance shall take effect and be in full force from and after the date of its passage and publication as required by law, and it is so ordained.

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

APPROVED:

_____
Steve Dixon, **MAYOR**

ATTEST:

_____
Theresa Scott, **TOWN SECRETARY**

Exhibit A

Legal Description

DESCRIPTION of a 7.833 acre tract of land situated in the J. Turner Survey, Abstract No. 1251, Flower Mound County, Texas; said tract being all of Lot 4R1 and Lot 4R2, Block A, Lakeside Ranch Business Park Addition, an addition to the Town of Flower Mound, Texas according to the plat recorded in Cabinet 2009, Page 62 of the Official Public Records of Denton County, Texas; said 7.833 acre tract being more particularly described as follows:

BEGINNING, at a 5/8-inch iron rod with "PACHECO KOCH" cap found for corner in the east right-of-way line of Gerault Road (a variable width public right-of-way); said point being the southwest corner of said Lot 4R2 and the northwest corner of Lot 4R3, Block A, of said Lakeside Ranch Business Park Addition;

THENCE, North 00 degrees, 12 minutes, 06 seconds East, along the east line of Gerault Road and west line of said Lot 4R2, a distance of 542.11 feet to a common line of the north line of said Lot 4R2 and the south line of Lot 4R1, Block A, of said Lakeside Ranch Business Park Addition, in a total distance of 694.35 feet to a 5/8-inch iron rod with “PACHECO KOCH” cap set;

THENCE, North 03 degrees, 28 minutes, 19 seconds East, along the said east line of Gerault Road and the west line of said Lot 4R1, a distance of 219.13 feet to a 5/8-inch iron rod with “PACHECO KOCH” cap set;

THENCE, North 00 degrees, 12 minutes, 06 seconds East, continuing along the said east line of Gerault Road and the said west line of Lot 4R1, a distance of 106.01 feet to a 5/8-inch iron rod with “PACHECO KOCH” cap set; said point being in the northwest corner of said Lot 4R1 and the southwest corner of Lot 5X, Block A, Lakeside Ranch Business Park Addition, an addition to the Town of Flower Mound, Texas according to the plat recorded in Cabinet X, Page 78 of the said Official Public Records; said point being the beginning of a non-tangent curve to the left;

THENCE, in a northeasterly direction, along said curve the left and departing the said east line of Gerault Road, having a central angle of 91 degrees, 03 minutes, 41 seconds, a radius of 60.00 feet, a chord bearing and distance of North 44 degrees, 40 minutes, 16 seconds East, 85.64 feet, an arc distance of
95.36 feet to a 5/8-inch iron rod with "PACHECO KOCH" cap set for corner at the end of said curve; said point being the south right-of-way line of Lakeside Parkway (a variable width public right-of-way), the northeast corner of said Lot 5X and the northwest corner of said Lot 4R1;

THENCE, North 89 degrees, 08 minutes, 38 seconds East, along the said south line of Lakeside Parkway and the said north line of Lot 4R1, a distance of 252.65 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap found for corner in the said south line of Lakeside Parkway, the northeast corner of said Lot 4R1, and the northwest corner of Lot 4R, Block A Lakeside Ranch Business Park Addition, an addition to the Town of Flower

Mound, Texas according to the plat recorded in Cabinet 2009, Page 62 of the said Official Public Records;

THENCE, South 00 degrees, 12 minutes, 06 seconds West, departing the said south line of Lakeside Parkway, along the east line of said Lot 4R1 and west line of said Lot 4R, a distance of 560.82 feet to a common line of the north line of said Lot 4R1 and the south line of Lot 4R2, in a total distance of 1,068.31 feet to a point for corner; said point being in the southeast corner of said Lot 4R2 and the northeast corner of said Lot 4R3;

THENCE, North 89 degrees, 47 minutes, 54 seconds West, along the south line of said Lot 4R2 and the north line of said Lot 4R3, a distance of 242.88 feet to a 5/8-inch iron rod with “PACHECO KOCH” cap found, said point being in the said south line of said Lot 4R2 and the north line of said Lot 4R3; said point being the beginning of a non-tangent curve to the right;

THENCE, in a southeasterly direction, along said curve the right, having a central angle of 48 degrees, 05 minutes, 59 seconds, a radius of 50.00 feet, a chord bearing and distance of South 66 degrees, 09 minutes, 48 seconds West, 40.75 feet, an arc distance of 41.97 feet to a 5/8-inch iron rod with "PACHECO KOCH" cap found for corner at the end of said curve; said point being the said south line of Lot 4R2 and the said north line of Lot 4R3;

THENCE, North 89 degrees, 47 minutes, 54 seconds West, along the said south line of Lot 4R2 and the said north line of Lot 4R3, a distance of 45.00 feet to the POINT OF BEGINNING; CONTAINING: 341,199 square feet or 7.833 acres of land, more or less.

Exhibit A

Legal Description

DESCRIPTION of a 7.833 acre tract of land situated in the J. Turner Survey, Abstract No. 1251, Flower Mound County, Texas; said tract being all of Lot 4R1 and Lot 4R2, Block A, Lakeside Ranch Business Park Addition, an addition to the Town of Flower Mound, Texas according to the plat recorded in Cabinet 2009, Page 62 of the Official Public Records of Denton County, Texas; said 7.833 acre tract being more particularly described as follows:

BEGINNING, at a 5/8-inch iron rod with "PACHECO KOCH" cap found for corner in the east right-of-way line of Gerault Road (a variable width public right-of-way); said point being the southwest corner of said Lot 4R2 and the northwest corner of Lot 4R3, Block A, of said Lakeside Ranch Business Park Addition;

THENCE, North 00 degrees, 12 minutes, 06 seconds East, along the east line of Gerault Road and west line of said Lot 4R2, a distance of 542.11 feet to a common line of the north line of said Lot 4R2 and the south line of Lot 4R1, Block A, of said Lakeside Ranch Business Park Addition, in a total distance of 694.35 feet to a 5/8-inch iron rod with “PACHECO KOCH” cap set;

THENCE, North 03 degrees, 28 minutes, 19 seconds East, along the said east line of Gerault Road and the west line of said Lot 4R1, a distance of 219.13 feet to a 5/8-inch iron rod with “PACHECO KOCH” cap set;

THENCE, North 00 degrees, 12 minutes, 06 seconds East, continuing along the said east line of Gerault Road and the said west line of Lot 4R1, a distance of 106.01 feet to a 5/8-inch iron rod with “PACHECO KOCH” cap set; said point being in the northwest corner of said Lot 4R1 and the southwest corner of Lot 5X, Block A, Lakeside Ranch Business Park Addition, an addition to the Town of Flower Mound, Texas according to the plat recorded in Cabinet X, Page 78 of the said Official Public Records; said point being the beginning of a non-tangent curve to the left;

THENCE, in a northeasterly direction, along said curve the left and departing the said east line of Gerault Road, having a central angle of 91 degrees, 03 minutes, 41 seconds, a radius of 60.00 feet, a chord bearing and distance of North 44 degrees, 40 minutes, 16 seconds East, 85.64 feet, an arc distance of 95.36 feet to a 5/8-inch iron rod with "PACHECO KOCH" cap set for corner at the end of said curve; said point being the south right-of-way line of Lakeside Parkway (a variable width public right-of-way), the northeast corner of said Lot 5X and the northwest corner of said Lot 4R1;

THENCE, North 89 degrees, 08 minutes, 38 seconds East, along the said south line of Lakeside Parkway and the said north line of Lot 4R1, a distance of 252.65 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap found for corner in the said south line of Lakeside Parkway, the northeast corner of said Lot 4R1, and the northwest corner of Lot 4R, Block A Lakeside Ranch Business Park Addition, an addition to the Town of Flower Mound, Texas according to the plat recorded in Cabinet 2009, Page 62 of the said Official Public Records;

THENCE, South 00 degrees, 12 minutes, 06 seconds West, departing the said south line of Lakeside Parkway, along the east line of said Lot 4R1 and west line of said Lot 4R, a distance of 560.82 feet to a common line of the north line of said Lot 4R1 and the south line of Lot 4R2, in a total distance of 1,068.31 feet to a point for corner; said point being in the southeast corner of said Lot 4R2 and the northeast corner of said Lot 4R3;

THENCE, North 89 degrees, 47 minutes, 54 seconds West, along the south line of said Lot 4R2 and the north line of said Lot 4R3, a distance of 242.88 feet to a 5/8-inch iron rod with “PACHECO KOCH” cap found, said point being in the said south line of said Lot 4R2 and the north line of said Lot 4R3; said point being the beginning of a non-tangent curve to the right;

THENCE, in a southeasterly direction, along said curve the right, having a central angle of 48 degrees, 05 minutes, 59 seconds, a radius of 50.00 feet, a chord bearing and distance of South 66 degrees, 09 minutes, 48 seconds West, 40.75 feet, an arc distance of 41.97 feet to a 5/8-inch iron rod with "PACHECO KOCH" cap found for corner at the end of said curve; said point being the said south line of Lot 4R2 and the said north line of Lot 4R3;

THENCE, North 89 degrees, 47 minutes, 54 seconds West, along the said south line of Lot 4R2 and the said north line of Lot 4R3, a distance of 45.00 feet to the POINT OF BEGINNING;

CONTAINING: 341,199 square feet or 7.833 acres of land, more or less.

Exhibit "B"

Development Standards

Planned Development District - 174 (PD-174)
Parkway Office Lakeside

The development on the property comprising approximately 7.833 acres of land within the corporate limits of the Town of Flower Mound ("Town") shall be in accordance with the Town of Flower Mound *Master Plan* and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements:

A. DEFINITIONS.

1. UNDER CANOPY SIGN means a sign that is attached under a canopy or extended building feature from a façade, the sign may extend more than 12 inches from a façade, but does not extend beyond the canopy edge or extended building feature.

B. EXHIBITS.

1. The following Exhibits are incorporated into this planned development.

   a. Exhibit "C": Conceptual Site Plan.

   b. Exhibit "D": Conceptual Landscape Plan.

   c. Exhibit "E": Conceptual Elevations.

   d. Exhibit "F": Under Canopy Sign Exhibit.

C. PERMITTED USES. The uses listed as Permitted Uses in Campus Industrial District (CI) in the Town's Zoning Ordinance may be permitted on the property.

C. SPECIFIC USES. The uses listed as Specific Uses in Campus Industrial District (CI) in the Town's Zoning Ordinance may be permitted on the property only upon approval of a specific use permit in accordance with the procedures and standards of Section 90-186 of the Land Development Code, "Specific Use Permits".

D. TEMPORARY USES. The uses listed as Temporary Uses in the Campus Industrial District (CI) in the Town's Zoning Ordinance may be permitted on the property only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of the Land Development Code, "Temporary Use Permits".

E. DIMENSIONAL REGULATIONS. The dimensional regulations listed for Campus Industrial District (CI) in the Town's Zoning Ordinance shall be required for this Planned Development.

F. LANDSCAPE AND SCREENING REQUIREMENTS. All landscaping and screening shall be provided in a consistent manner as shown on Exhibit "D".

MISCELLANEOUS STANDARDS.

1. Off-Street Parking.

   a. Except as provided in this paragraph, off-street parking shall comply with Article III of the Town's Code of Ordinances.

   b. For an office use, this Planned Development shall be subject to the following:

      i. The office shall be developed in two phases as shown on Exhibit "C".

      ii. A parking study has been prepared to address aggregate parking requirements that exceeds 20 percent of required parking.

      iii. A deviation that provides for a maximum increase of 70.5 percent of the aggregate parking requirement (Phase I and Phase II, combined) for an office use shall be permitted.

G. SIGNAGE.

1. Except as provided in this paragraph, signage shall comply with the Town's Sign Ordinance.

2. A proposed Under Canopy sign shall be permitted subject to the following standards and generally provided as shown on Exhibit "F".

   a. The height shall not exceed seven feet.

   b. The width shall not exceed 27 feet.

   c. The sign area shall not exceed 180 square feet.

   d. A minimum clear height of 15 feet from grade shall be provided.

   e. A maximum of one under canopy sign shall face Gerault Road.

H. EXCEPTIONS.

1. Meritorious Architecture-Urban Design Plan, Section 1.2. The proposed architecture is unique and shall be deemed 'meritorious', and shall comply in all respects with elevations as shown on Exhibit "E".

Exhibit C

MASTER PLAN FEATURES	
LAND USE PLAN	LAKESIDE BUSINESS DISTRICT
SPECIFIC PLAN	NONE
URBAN DESIGN PLAN	LAKESIDE BUSINESS DISTRICT
PARKS AND TRAIL	8' MULTI-USE TRAIL
THOROUGHFARE PLAN	GERAULT ROAD - MAJOR ARTERIAL
WATER PLAN	LAKESIDE BUSINESS DISTRICT
WASTEWATER PLAN	LAKESIDE BUSINESS DISTRICT

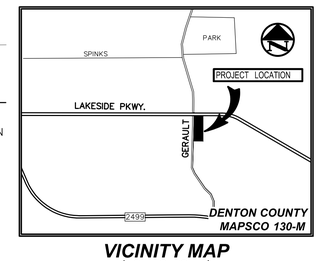
LOT 4R, BLOCK A
LAKESIDE RANCH BUSINESS PARK ADDITION
(CAB. 2009, PG. 62)
DUKE REALTY LAND, LLC
(INST. NO. 2014-129001)
ZONING: CAMPUS INDUSTRIAL (PER PD-83)
LAND USE: IN CONSTRUCTION

0 20 40 80 120
GRAPHIC SCALE IN FEET

LEGEND

- BOLLARD
- ELECTRIC METER
- POWER POLE
- LIGHT STANDARD
- WATER METER
- WATER VALVE
- IRRIGATION CONTROL VALVE
- FIRE HYDRANT
- CLEANOUT
- MANHOLE
- TRAFFIC SIGNAL CONTROL
- TRAFFIC SIGNAL POLE
- TELEPHONE BOX
- FLOOD LIGHT
- FLAG POLE
- TRAFFIC SIGN
- 1/2-INCH IRON ROD
- IRS W/"PACHECO KOCH" CAP SET
- (C.M.) CONTROLLING MONUMENT
- PROPERTY LINE
- FENCE
- PROPOSED FENCE
- FIRE LANE

ACCESS DRIVE #2
120' R.O.W
CONCRETE PAVEMENT
40'x45' MUTUAL DRAINAGE EASEMENT (CAB. 2009, PG. 62)
15' WATER EASEMENT (CAB. 2009, PG. 62)
50' ACCESS EASEMENT (INST. NO. 2006-113631)
15' WATER EASEMENT (CAB. 2009, PG. 62)
25' TEMPORARY CONSTRUCTION ACCESS EASEMENT (INST. NO. 2006-113631)
5' WALL FOOTING EASEMENT (INST. NO. 2006-113631)
SLOPE AND GRADING ESMT AREA / 50' TEMPORARY SLOPE, GRADING AND CONSTRUCTION EASEMENT (INST. NO. 2006-113631)
20' DRAINAGE EASEMENT (INST. NO. 2006-113630)
20' PRIVATE DRAINAGE EASEMENT (CAB. 2009, PG. 62)
EXISTING 26' FIRELANE
EXISTING VARIABLE HEIGHT RETAINING WALL. MAX HEIGHT =14'.
PROP. 42" GUARDRAIL ABOVE RETAINING WALL. APPROXIMATE ELEVATION = 556.50
PROP. 710 LF OF VARIABLE HEIGHT RETAINING WALL. MAX WALL HEIGHT=8'. (DESIGN BUILD BY GENERAL CONTRACTOR)
POINT FOR CORNER (UNABLE TO SET DUE TO CONSTRUCTION)
1/2-INCH IRON ROD W/"PACHECO KOCH" CAP FOUND
EX. 24" RCP
303.3'
61.0'
26.0'
S 00°12'06" W 1068.31'
529.3'
507.50'
PROP. IRR. METER
PROP. GRATE INLET
179.0'
LIMITS OF PATIO
8.0'
27.0'
70.0'
26' FIRELANE
PROP. DUMPSTER ENCLOSURE
EX. "Y" INLET
WYE INLET
PROP. "Y" INLET
EX. WYE INLET
PROP. CURB INLET
PROP. DETECTOR CHECK ASSEMBLY IN ABOVE GROUND FREEZE PROTECTED VAULT W/ VAULT MOUNTED FDC
PROP. FH (TYP)
PROP. DOM. METER
PROP. GRATE INLET
VARIABLE WIDTH ACCESS EASEMENT
PROP. 20' LANDSCAPE SETBACK
65' BUILDING LINE (CAB. X, PG. 78)
LAKESIDE PARKWAY
(120' WIDE RIGHT-OF-WAY)
N 89°08'38" E 252.65'
252.65'
PROP. BUILDING PHASE I
(58,310 S.F.)
(LEVEL I: 31,480 S.F.)
(LEVEL II: 26,830 S.F.)
LOT 4R1, BLOCK A
LAKESIDE RANCH
BUSINESS PARK ADDITION
(DOC. NO. 2009-62)
P3 FM DEVELOPMENT LLC
FUTURE BUILDING EXPANSION
PHASE II BUILDING
(40,400 S.F.)
(LEVEL I: 20,315 S.F.)
(LEVEL II: 20,085 S.F.)
LOT 4R2, BLOCK A
LAKESIDE RANCH
BUSINESS PARK ADDITION
(CAB 2009, PG. 62)
P3 FM DEVELOPMENT LLC
FUTURE PARKING (PHASE II)
9.0' (TYP.)
26.0' FIRELANE
150.0'
244.08'
PROP. DOUBLE CLEANOUT
209.2'
PROP. BFR
144.3'
7.0' (TYP.)
26.5'
335.5'
24.0'
N 89°47'54" W 242.88'
LOT 4R4, BLOCK A
LAKESIDE RANCH
BUSINESS PARK ADDITION
(DOC. NO. 2019, PG. 330)
GERAULT OFFICE WAREHOUSE I, LP
ZONING: CAMPUS INDUSTRIAL
(PER PD-83)
LAND USE: UNDEVELOPED
46.2'
18.5'
24.0' (TYP.)
18.0' (TYP.)
18.5' (TYP.)
10.6'
544.6'
65' BUILDING LINE (CAB. X, PG. 78)
35.6'
5/8-INCH IRON ROD W/"PACHECO KOCH" CAP FOUND
Δ=48°05'59"
R=50.00'
L=41.97'
T=22.31'
CB=S 66°09'48" W
CD=40.75'
PROP. CURB INLET
PROP. 8' MULTI-USE TRAIL
IRS
PROP. GRATE INLET
PROP. BFR
PROP. FH (TYP)
PROP. IRR. METER
65' TEMPORARY LANDSCAPE & IRRIGATION EASEMENT AREA (INST. NO. 2006-113631)
9.0' (TYP.)
18.0' (TYP.)
BRICK COLUMN
BRICK (TYP)
PLANTER
60.00'
"+" CUT IN CONCRETE FOUND
INLET
N 00°12'06" E 106.01'
N 03°28'19" E 219.13'
PROP. SSMH
PROP. TYPE 7 RAMP (PER TXDOT STD.)
ACCESS DRIVE #1
542.12'
PROP. VARIABLE WIDTH R.O.W. DEDICATION
PROP. TURN LANE
50.0' STORAGE
100.0' TAPER
215.0' DECELERATION LANE
N 00°12'06" E 694.36'
PROP. 20' LANDSCAPE SETBACK
PROP. VARIABLE WIDTH R.O.W. DEDICATION
N 89°47'54" W 45.00'
320.15'
5/8-INCH IRON ROD W/"PACHECO KOCH" CAP FOUND
LOT 5X, BLOCK A
LAKESIDE RANCH
BUSINESS PARK
ADDITION
(CAB. X, PG. 78)
Δ=91°03'41"
R=60.00'
L=95.36'
T=61.12'
CB=N 44°40'16" E
CD=85.64'
GERAULT ROAD
(A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY)
J. TURNER SURVEY ABSTRACT NO. 1251
J. KNIGHT SURVEY ABSTRACT NO. 692
120'
BM# 2
229.46'
LOT 1, BLOCK A
LAKESIDE RIDGE ADDITION
(CAB. 2013, PG. 361)
60.01'
296.01'
296.01'
15.49'
LOT 2, BLOCK A
LAKESIDE RIDGE ADDITION
(CAB. 2013, PG. 361)
229.05'
57.01'
60.01'
LOT 3, BLOCK A
LAKESIDE RIDGE ADDITION
(CAB. 2013, PG. 361)



VICINITY MAP
(NOT TO SCALE)

SITE DATA TABLE PHASE I

PHYSICAL ADDRESS	600 GERAULT ROAD FLOWER MOUND, TEXAS
GROSS SITE AREA	7.833 AC/ 341,199 S.F.
NET SITE AREA	7.732 AC/ 336,792 S.F.
CURRENT ZONING	CAMPUS INDUSTRIAL (PER-PD-83)
PROPOSED ZONING	CAMPUS INDUSTRIAL (PD-174)
CURRENT USE	UNDEVELOPED
PROPOSED USE	OFFICE
LOT COVERAGE AREA	
– BUILDING COVERAGE	9.3%/31,480 S.F.
– IMPERVIOUS AREA	40.4%/136,025 S.F.
– PERVIOUS AREA	50.3%/169,287 S.F.
PARKING SUMMARY	
SURFACE PARKING	
– OFFICE 58,310 S.F. (100%)	1:300 = 194
TOTAL REQUIRED	194 (INCLUDING 6 H.C. SPACES)
TOTAL PARKING PROVIDED	278 (INCLUDING 9 H.C. SPACES)
BUILDING DATA	
– BUILDING	2 STORY
– PEAK HEIGHT	37'-9"
– MEAN HEIGHT	34'-0"
– TOTAL SQUARE FOOTAGE	58,310 S.F.

SITE DATA TABLE PHASE II

PHYSICAL ADDRESS	600 GERAULT ROAD FLOWER MOUND, TEXAS
GROSS SITE AREA	7.833 AC/ 341,199 S.F.
NET SITE AREA	7.732 AC/ 336,792 S.F.
CURRENT ZONING	CAMPUS INDUSTRIAL (PER-PD-83)
PROPOSED ZONING	CAMPUS INDUSTRIAL (PD-174)
CURRENT USE	UNDEVELOPED
PROPOSED USE	OFFICE
LOT COVERAGE AREA	
– BUILDING COVERAGE	6.0%/20,315 S.F.
– IMPERVIOUS AREA	24.7%/83,240 S.F.
– PERVIOUS AREA	19.5%/65,732 S.F.
PARKING SUMMARY	
SURFACE PARKING	
– OFFICE 40,400 S.F. (100%)	1:300 = 135
TOTAL REQUIRED	135 (INCLUDING 5 H.C. SPACES)
TOTAL PARKING PROVIDED	283 (INCLUDING 7 H.C. SPACES)
BUILDING DATA	
– BUILDING	2 STORY
– PEAK HEIGHT	37'-9"
– MEAN HEIGHT	34'-0"
– TOTAL SQUARE FOOTAGE	40,400 S.F.

GENERAL DESCRIPTION OF SITE DRAINAGE
THE SITE SURFACE DRAINS TO A PROPOSED STORM SYSTEM ONSITE AND TIES INTO TWO EXISTING 24" STORM PIPES. INFRASTRUCTURE LABELED ON PLAN.

GENERAL FLOWER MOUND NOTES
1. ALL RETAINING/DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO COMPLEMENT THE MATERIALS AND COLORS WITHIN THIS DEVELOPMENT.
2. ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. ANY MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
3. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
4. DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
5. DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
6. SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SITE PLAN OR ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.

OWNER REPRESENTATIVE/DEVELOPER:
RICK WOJCIECHOWSKI
P3 FM DEVELOPMENT LLC
1000 CIVIC CIRCLE
LEWISVILLE, TEXAS 75067
PHONE: (469) 322-3717

ENGINEER/SURVEYOR:
ALEXANDER J. CAMUNEZ, P.E.
PACHECO KOCH CONSULTING ENGINEERS
7557 RAMBLER ROAD, SUITE 1400
DALLAS, TEXAS 75231
PHONE: (972) 235-3031

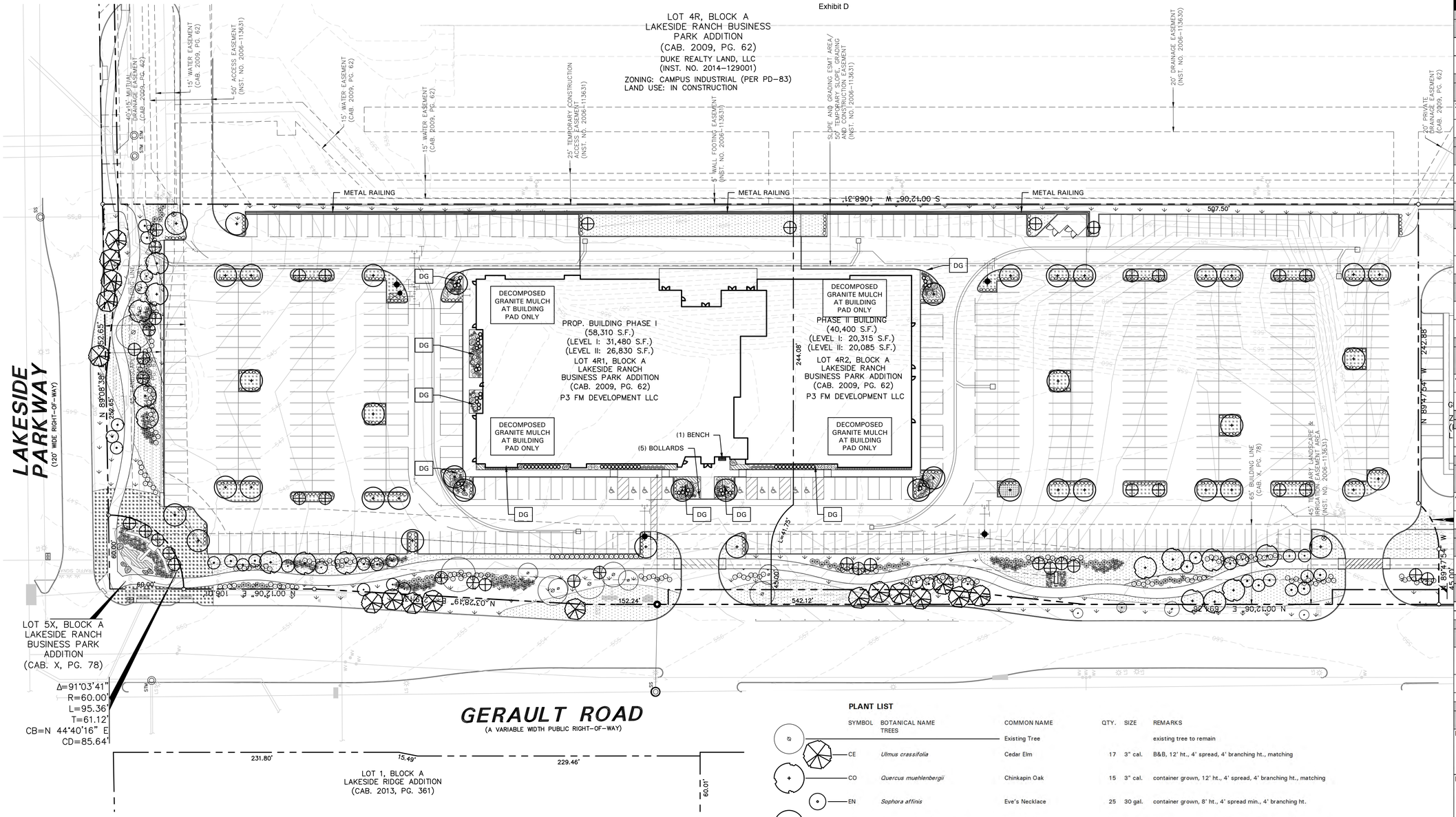
EXHIBIT C

Pacheco Koch
7557 RAMBLER ROAD SUITE 1400
DALLAS, TX 75231 972.235.3031
TX REG. ENGINEERING FIRM F-469
TX REG. SURVEYING FIRM LS-10008000

PARKWAY OFFICE LAKESIDE

CONCEPTUAL SITE PLAN

Exhibit D



LANDSCAPE CONFORMANCE CHART

Right of Way Zone Trees			
Standard	Street Frontage (Linear Feet)	Required	Provided
1 tree per 60 l.f. of property frontage	Lakeside Parkway - 253 l.f.	4 trees	5 trees
	Gerault Road - 902 l.f.	15 trees	8 existing trees 8 trees
Right of Way Zone Native Grasses			
Standard	Total R.O.W. Area (Square Feet)	Required	Provided
20% of total area to be native seed mix	Lakeside Parkway - 3,113 s.f.	623 s.f.	1,224 s.f.
	Gerault Road - 12,129 s.f.	2,426 s.f.	8,391 s.f.
Street Buffer Zone Trees			
Standard	Street Frontage (Linear Feet)	Required	Provided
1 tree per 70 l.f. of property frontage	Lakeside Parkway - 252 l.f.	4 trees	4 trees
	Gerault Road - 1,019 l.f.	15 trees	9 existing trees 6 trees
Street Buffer Zone Trees Ornamental and Understory Trees			
Standard	Canopy Perimeter (Linear Feet)	Required	Provided
1 understory tree per 20 ft. of canopy drift perimter	Lakeside Parkway - 188 l.f.	9 ornamentals	10 ornamentals
	Gerault Road - 719 l.f.	36 ornamentals	36 ornamentals
Street Buffer Zone Trees Additional Tree and Understory Mixture Drifts			
Standard	Street Frontage (Linear Feet)	Required	Provided
40' long and no futher than 480' apart	Lakeside Parkway - 259 l.f.		Requirements met
	Gerault Road - 1,050 l.f.		Requirements met
Street Buffer Zone Native Grasses / Groundcovers			
Standard	Total Street Buffer Zone Area (Square Feet)	Required	Provided
40% of total area to be native seed mix	Lakeside Parkway - 5,703 s.f.	2,281 s.f.	2,495 s.f.
	Gerault Road - 18,698 s.f.	7,479 s.f.	8,228 s.f.
Landscape Setback Buffer Zone			
Standard	Street Frontage	Required	Provided
Trees and Understory mixtures	Lakeside Parkway		Requirements met
	Gerault Road		Requirements met
Landscape Setback Buffer Zone Native Grasses / Groundcovers			
Standard	Total Landscape Setback Buffer Zone Area (Square Feet)	Required	Provided
40% of total area to be native seed mix	Lakeside Parkway - 6,369 s.f.	2,548 s.f.	2,550 s.f.
	Gerault Road - 26,131 s.f.	10,452 s.f.	10,592 s.f.
Parking Lot Landscaping			
Standard	Parking Lot Area (Square Footage)	Required	Provided
1 tree per 5,500 s.f. of parking lot area	187,813 s.f.	34 trees	58 trees
Parking Lot Landscaping			
Standard	Total Parking Lot Islands	Required	Provided
1 tree per island	58 islands	58 trees	58 trees
All parking spaces are located withing 50 ft. of a tree.			
Parking Lot Screening			
Standard	Parking Lot (Linear Feet)	Required	Provided
75% of parking frontage must be screened	Lakeside Parkway - 216 l.f.	162 l.f.	172 l.f. shrubs
	Gerault Road - 801 l.f.	601 l.f.	625 l.f. shrubs
** Plant heights may be reduced to the extent that berm ground forms are used to			
Building Landscaping			
Standard	Building Perimeter (Linear Feet)	Required	Provided
Foundation shrub drifts shall cover 30% of building perimeter (excluding service areas)	North Side - 150 l.f.	45 l.f.	58 l.f.
Foundation shrub drifts shall cover 30% of building perimeter (excluding service areas)	West Side - 354 l.f.	106 l.f.	310 l.f.

Parking Area Landscape			
Standard	No. of Parking Spaces	Required	Provided
90 s.f. per 12 spaces	561	4,208	12,542 s.f.

PLANT LIST

SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	REMARKS
	TREES				
⊘		Existing Tree			existing tree to remain
CE	*Ulmus crassifolia*	Cedar Elm	17	3" cal.	B&B, 12' ht., 4' spread, 4' branching ht., matching
CO	*Quercus muehlenbergii*	Chinkapin Oak	15	3" cal.	container grown, 12' ht., 4' spread, 4' branching ht., matching
EN	*Sophora affinis*	Eve's Necklace	25	30 gal.	container grown, 8' ht., 4' spread min., 4' branching ht.
LE	*Ulmus parvifolia 'Sempervirens'*	Lacebark Elm	42	3" cal.	container grown, 12' ht., 4' spread, 4' branching ht., matching
RB	*Cercis canadensis 'Oklahoma'*	Oklahoma Redbud	42	30 gal.	container grown, 8' ht., 4' spread min.
VT	*Vitex agnus-castus*	Vitex	10	2" cal.	B&B or container grown, 8' ht., 4' spread, 3 trunk min.
	SHRUBS/GROUNDCOVER				
DWM	*Myrica pusilla*	Dwarf Wax Myrtle	244	5 gal.	container full, 20" spread, 36" o.c.
AWS	*Spiraea spp. 'Anthony Waterer'*	Anthony Waterer Spiraea	46	5 gal.	container full, 20" spread 36" o.c.
LOR	*Loropetalum chinense 'Purple Diamond'*	Loropetalum 'Purple Diamond'	108	3 gal.	container full, 20" spread, 24" o.c.
MFG	*Nassella tenuissima*	Mexican Feathergrass	465	1 gal.	container full, 24" o.c.
MIS	*Miscanthus sinensis 'Adagio'*	Miscanthus 'Adagio'	69	5 gal.	container full, 36" o.c.
PG	*Cortaderia selloana*	Pampas Grass	70	5 gal.	container full
RY	*Hesperaloe parvifolia*	Red Yucca	150	5 gal.	container full, 30" o.c.
SG	*Salvia greggii 'Red'*	Salvia Greggii 'Red'	274	5 gal.	container full, 20" spread 12" o.c.
	Buchloe dactyloides '609'	Buffalograss '609'			
	Cynodon dactylon	Common Bermudagrass			
		Lakeside Ranch Native Grass Mix			
	MISCELLANEOUS				
		Decomposed Granite			3" depth
		Native Landscape Boulders			1.5 ton min.

NOTE: ALL TREES SHALL HAVE STRAIGHT TRUNKS AND BE MATCHING WITHIN VARIETIES.
PLANT LIST IS AN AID TO BIDDERS ONLY. CONTRACTOR SHALL VERIFY ALL QUANTITIES ON PLAN.
ALL HEIGHTS AND SPREADS ARE MINIMUMS. ALL PLANT MATERIAL SHALL MEET OR EXCEED REMARKS AS INDICATED.

N

SCALE: 1" = 40'-0"

0 20 40 80

REGISTERED LANDSCAPE ARCHITECT
TERRI ANN HALL
2246
STATE OF TEXAS

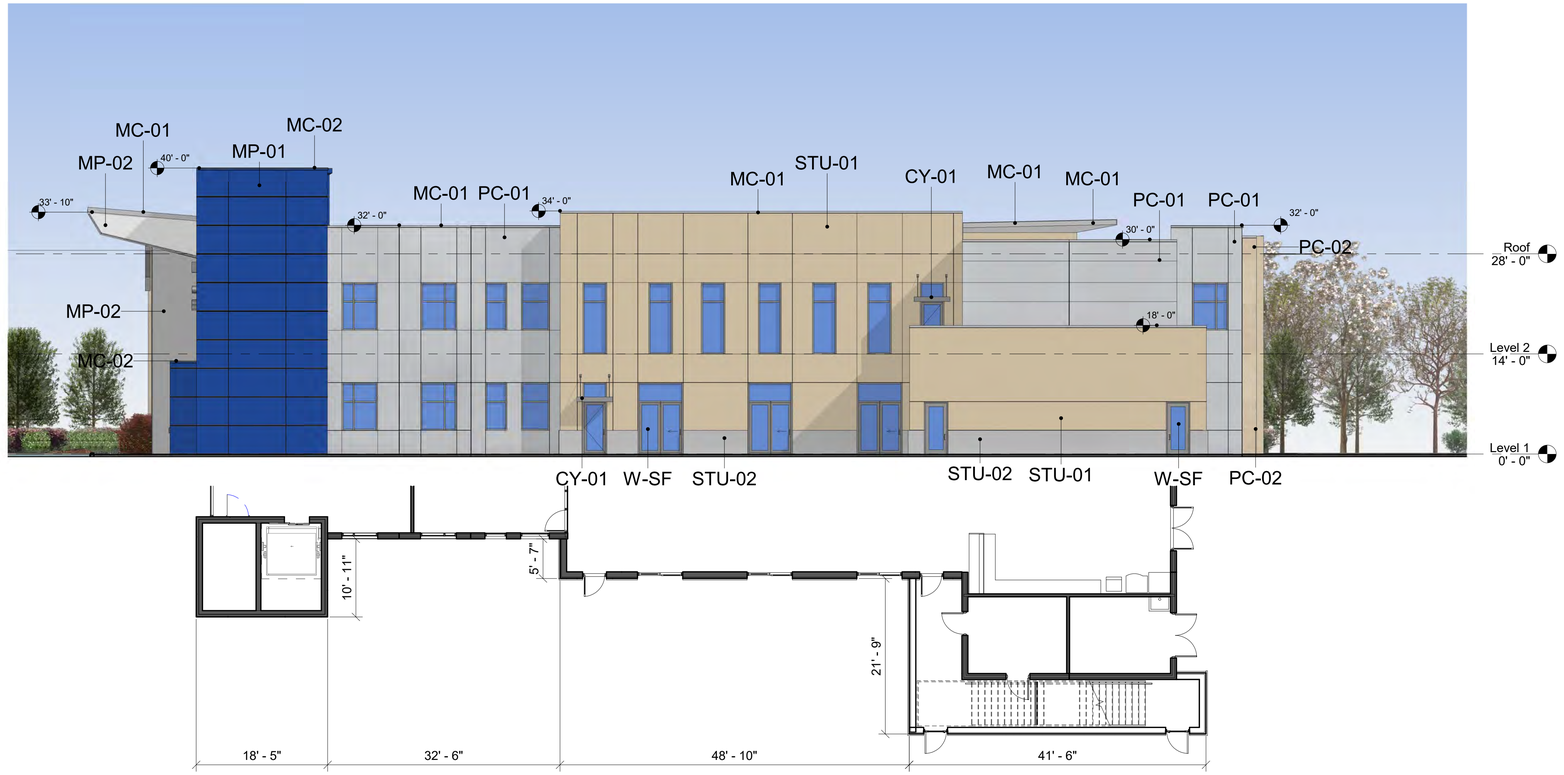
10/08/19

Exhibit D

Parkway Office
Lakeside

BELLE FIRMA
4245 North Central Expy
Suite 501
Dallas, Texas 75205
214.865.7192 office

CONCEPTUAL LANDSCAPE PLAN



2 **South Elevation - Phase I**
1" = 10'-0"

Exterior Material Legend

Mark	Description	Manufacture	Color
CY-01	Canopy - Metal		Clear Anodized Aluminum
GT-01	Dumpster Gate - Painted Steel Gate with Steel Frame	Cityscapes Inc.	Color to match Grey Concrete Panel.
MC-01	Metal Coping - Misc.		Clear Anodized Aluminum
MC-02	Metal Coping - Misc.		Anodized Aluminum - Color to Match MP-01
MP-01	Metal Panel - Formalwall FWDS Series, G-90 Galv, Panel Module 36", 3" thick	Centria	Pantone 2945C Bright Blue
MP-02	Perforated Metal Panel	McNichols	Aluminum
MR-01	Metal Railing	C.A.T. Cable Railing System	Stainless Steel
PC-01	Precast Concrete Sandwich Panel	Enterprise Precast Concrete	Raw Concrete Finishes - Grey
PC-02	Precast Concrete Sandwich Panel	Enterprise Precast Concrete	Stone Finishes
STU-01	Integral Stucco System		Color to match Sherwin Williams SW 7723, Colony Buff
STU-02	Integral Stucco System		Color to match Sherwin Williams SW 7673 Pewter Cast
W-CW	Curtain Wall at Main Entry	Kawneer	Frame to be clear anodized aluminum. Glass to be clear with light blue tint.
W-SF	Storefront at Level 1	Kawneer	Frame to be clear anodized aluminum. Glass to be clear with light blue tint.
W-WD	Punch window at Level 1 and 2	Kawneer	Frame to be clear anodized aluminum. Glass to be clear with light blue tint.

1 **West Elevation - Phase I**
1" = 10'-0"

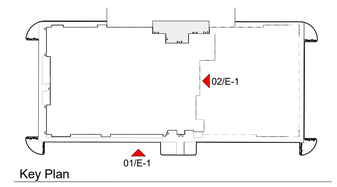


Exhibit E-1

CONSTRUCTION • ARCHITECTURE
PARKWAY
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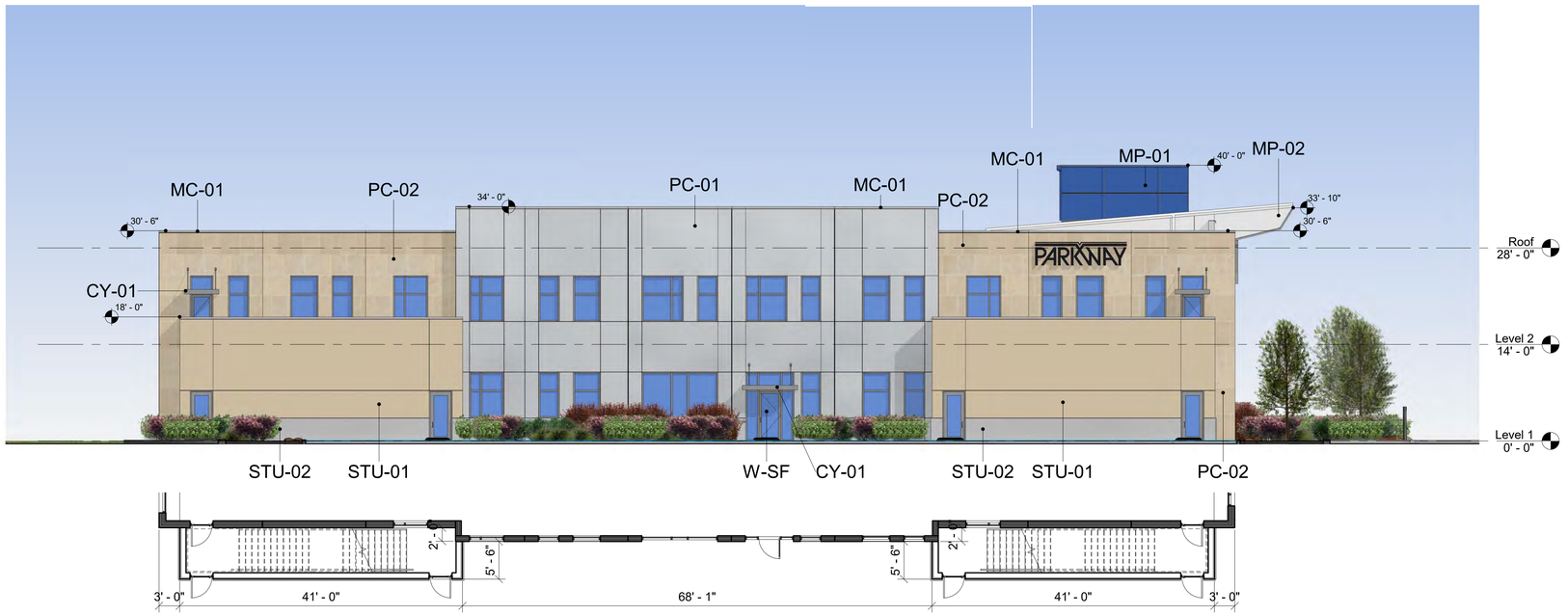
Parkway Office Lakeside

Conceptual Elevations - Phase I



2 North Elevation

1" = 10'-0"

Exterior Material Legend

Mark	Description	Manufacture	Color
CY-01	Canopy - Metal		Clear Anodized Aluminum
GT-01	Dumpster Gate - Painted Steel Gate with Steel Frame	Cityscapes Inc.	Color to match Grey Concrete Panel.
MC-01	Metal Coping - Misc.		Clear Anodized Aluminum
MC-02	Metal Coping - Misc.		Anodized Aluminum - Color to Match MP-01
MP-01	Metal Panel - Formalwall FWDS Series, G-90 Galv, Panel Module 36", 3" thick	Centria	Pantone 2945C Bright Blue
MP-02	Perforated Metal Panel	McNichols	Aluminum
MR-01	Metal Railing	C.A.T. Cable Railing System	Stainless Steel
PC-01	Precast Concrete Sandwich Panel	Enterprise Precast Concrete	Raw Concrete Finishes - Grey
PC-02	Precast Concrete Sandwich Panel	Enterprise Precast Concrete	Stone Finishes
STU-01	Integral Stucco System		Color to match Sherwin Williams SW 7723, Colony Buff
STU-02	Integral Stucco System		Color to match Sherwin Williams SW 7673 Pewter Cast
W-CW	Curtain Wall at Main Entry	Kawneer	Frame to be clear anodized aluminum. Glass to be clear with light blue tint.
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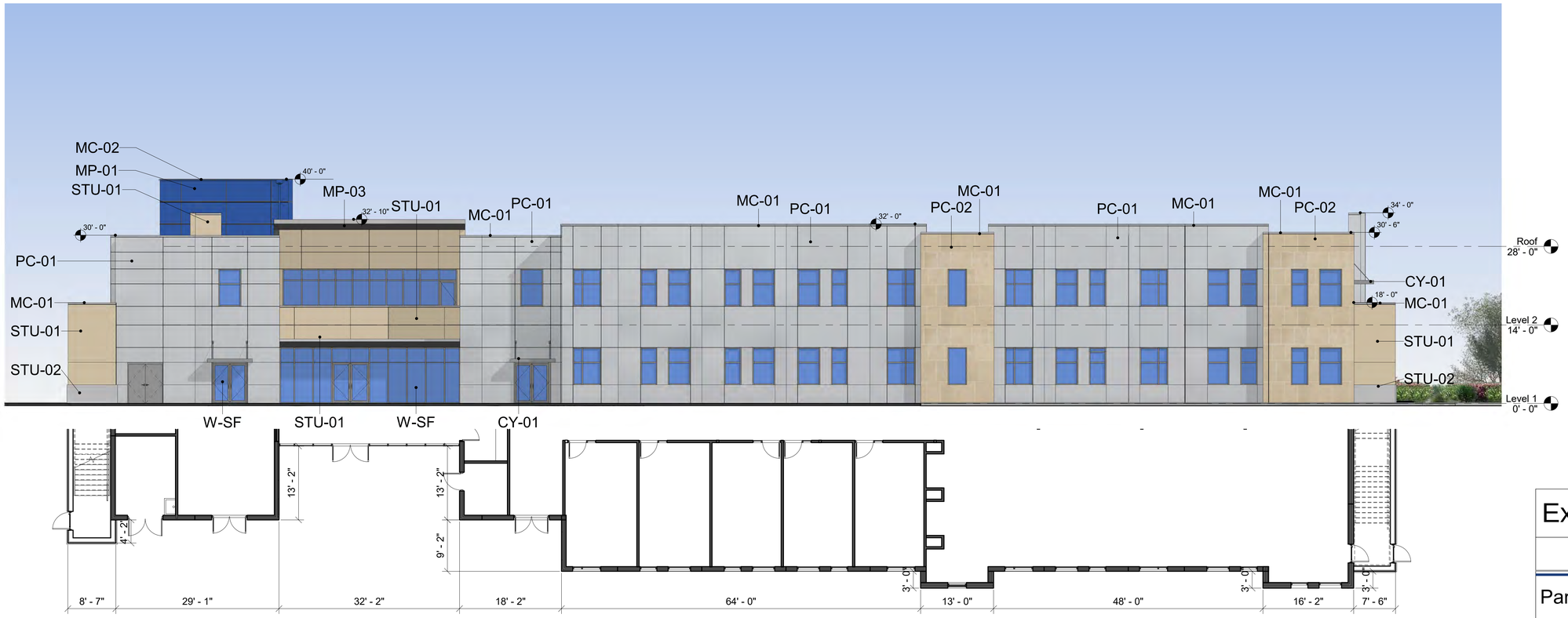
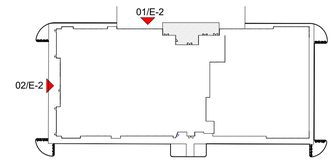


1 East Elevation - Phase I

1" = 10'-0"



Key Map

Exhibit E-2

CONSTRUCTION • ARCHITECTURE

PARKWAY

1000 Civic Circle Lewisville, TX 75067
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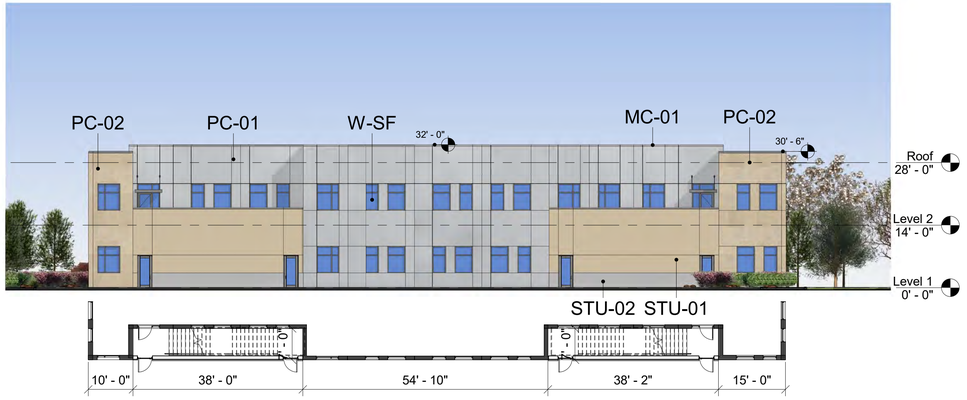
Parkway Office Lakeside

Conceptual Elevations - Phase I



3 South Elevation - Phase II

1/16" = 1'-0"

Exterior Material Legend			
Mark	**Description**	**Manufacture**	**Color**
CY-01	Canopy - Metal		Clear Anodized Aluminum
GT-01	Dumpster Gate - Painted Steel Gate with Steel Frame	Cityscapes Inc.	Color to match Grey Concrete Panel.
MC-01	Metal Coping - Misc.		Clear Anodized Aluminum
MC-02	Metal Coping - Misc.		Anodized Aluminum - Color to Match MP-01
MP-01	Metal Panel - Formalwall FWDS Series, G-90 Galv, Panel Module 36", 3" thick	Centria	Pantone 2945C Bright Blue
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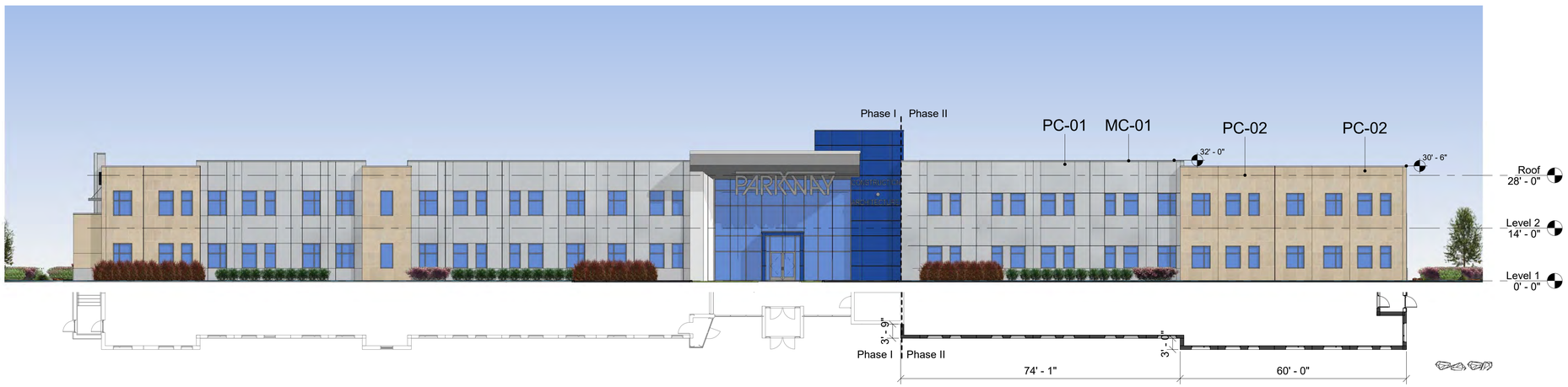
W-WD	Punch window at Level 1 and 2	Kawneer	Frame to be clear anodized aluminum. Glass to be clear with light blue tint.

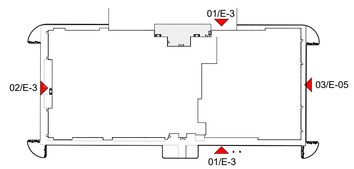
2 East Elevation - Phase II

1/16" = 1'-0"



1 West Elevation - Phase II

1/16" = 1'-0"



Key Map

Exhibit E-3

CONSTRUCTION • ARCHITECTURE

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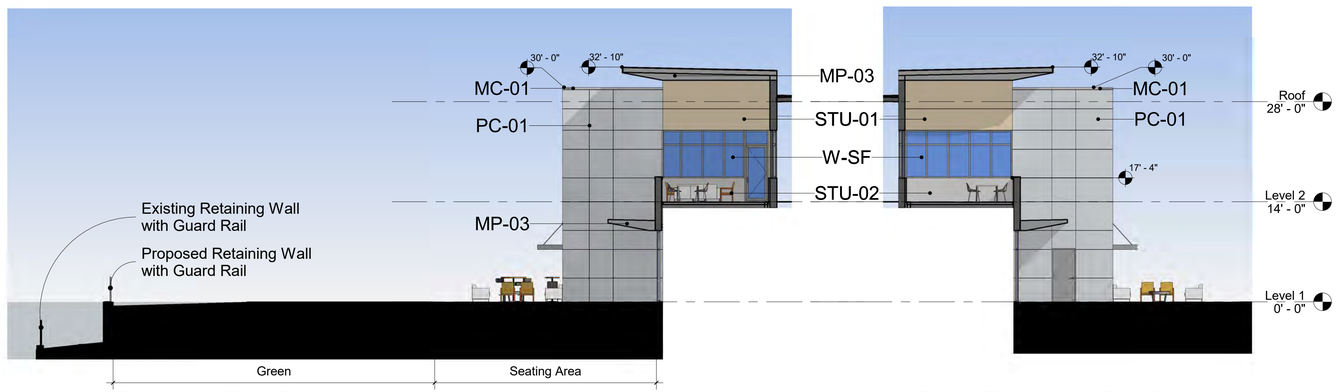
Parkway Office Lakeside

Conceptual Elevations - Phase II

Exhibit C

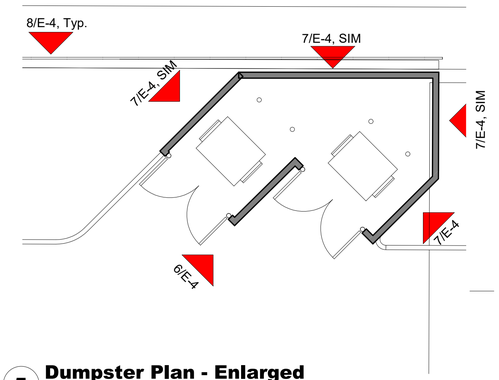
4 Patio View - South East - Phase II

3 Patio View - North East - Phase I



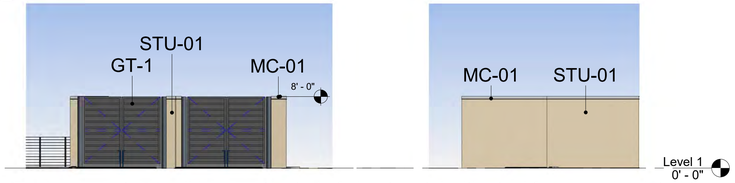
1 North Elevation - Thru Patio
1" = 10'-0"

2 South Elevation - Thru Patio
1" = 10'-0"



5 Dumpster Plan - Enlarged
1/8" = 1'-0"

8 Conceptual Guardrail & Retaining Wall
1/8" = 1'-0"



Enclosure gates shall be constructed of sheet metal with steel frame and painted to complement the building.

6 Dumpster Exterior Elev - Gates
1/8" = 1'-0"

7 Dumpster Exterior Elev - Typical
1/8" = 1'-0"

Material Tabulation Chart - Phase I								
	North Elevation		East Elevation		South Elevation		West Elevation	
Total Façade SF	5,152		7,536		6,787		7,597	
Façade SF (Exclusive of Doors and Windows)	4,292		5,943		6,039		5,660	
Doors and Windows SF	860		1,593		748		1,937	
Primary Masonry Materials SF	4,031	93.9%	5,617	94.5%	5,032	83.3%	4,526	80.0%
Concrete	1,661	38.7%	4,129	69.5%	1,488	24.6%	3,117	55.1%
Stone	980	22.8%	758	12.8%	1,488	24.6%	994	17.6%
Stucco	1,390	32.4%	730	12.3%	2,056	34.0%	415	7.3%
Secondary Materials SF	261	6.1%	326	5.5%	1,007	16.7%	1,134	20.0%
Blue Metal Panel	110	2.6%	206	3.5%	784	13.0%	622	11.0%
Perforated Metal Panel	27	0.6%	0	0.0%	182	3.0%	482	8.5%

Material Tabulation Chart - Phase II								
	North Elevation		East Elevation		South Elevation		West Elevation	
Total Façade SF	See Phase I		3,962		4,993		4,202	
Façade SF (Exclusive of Doors and Windows)			3,241		4,263		3,458	
Doors and Windows SF			721		730		744	
Primary Masonry Materials SF			3,241	100.0%	4,263	100.0%	3,458	100.0%
Concrete			1,978	61.0%	2,355	55.2%	1,976	57.1%
Stone			1,263	39.0%	648	15.2%	1,482	42.9%
Stucco			0	0.0%	1,260	29.6%	0	0.0%
Secondary Materials SF			0	0.0%	0	0.0%	0	0.0%
Blue Metal Panel			0	0.0%	0	0.0%	0	0.0%
Perforated Metal Panel			0	0.0%	0	0.0%	0	0.0%

Material Tabulation Chart - Final								
	North Elevation		East Elevation		South Elevation		West Elevation	
Total Façade SF	5,152		11,498		4,993		11,799	
Façade SF (Exclusive of Doors and Windows)	4,292		9,184		4,263		9,118	
Doors and Windows SF	860		2,314		730		2,681	
Primary Masonry Materials SF	4,031	93.9%	8,858	96.5%	4,263	100.0%	7,984	87.6%
Secondary Materials SF	261	6.1%	326	3.5%	0	0.0%	1,134	12.4%

Elevations Notes:

a. All retaining/detaining walls, turn-down curbs, tree retaining walls shall be clad in a material to match the materials on the main building.
b. All ground based HVAC shall be screened with live screening or masonry enclosure. Masonry enclosure shall be clad in the same material as the main building.
c. All electrical panels and associated components shall be painted/textured to match the color of the building.
d. Dumpster screening wall requires a separate building permit.
e. Signs require a separate building permit. Any signs depicted on the subject site plan/elevations are not approved as a part of this review and must comply with all applicable town regulations.
f. Refer to E-03 for Material Legend.

Exhibit E-4

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PARKWAY
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Parkway Office Lakeside

Misc. Elevations & Tabulations

Exhibit C

Plants shown in the rendering are for representation purpose only.
Please refer to Landscape Design Drawings for correct species & quantities.

Exhibit P-1

CONSTRUCTION • ARCHITECTURE

Parkway Office Lakeside

PARKWAY
3000 Civic Circle Lewisville, TX 75067
parkwayconstruction.com (972) 221-1979

Perspective View - North/West Phase I

Exhibit C

Plants shown in the rendering are for representation purpose only.
Please refer to Landscape Design Drawings for correct species & quantities.

Exhibit P-2

CONSTRUCTION • ARCHITECTURE

Parkway Office Lakeside

PARKWAY

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Perspective View - South/West Phase I

Exhibit C

Plants shown in the rendering are for representation purpose only.
Please refer to Landscape Design Drawings for correct species & quantities.

Exhibit P-3

CONSTRUCTION • ARCHITECTURE

Parkway Office Lakeside

PARKWAY

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Perspective View - North/East

Exhibit C

Plants shown in the rendering are for representation purpose only.
Please refer to Landscape Design Drawings for correct species.

Exhibit P-4

CONSTRUCTION • ARCHITECTURE

Parkway Office Lakeside

PARKWAY
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Perspective View - North/West Phase II

Exhibit C

Plants shown in the rendering are for representation purpose only.
Please refer to Landscape Design Drawings for correct species & quantities.

Exhibit P-5

CONSTRUCTION • ARCHITECTURE

Parkway Office Lakeside

PARKWAY

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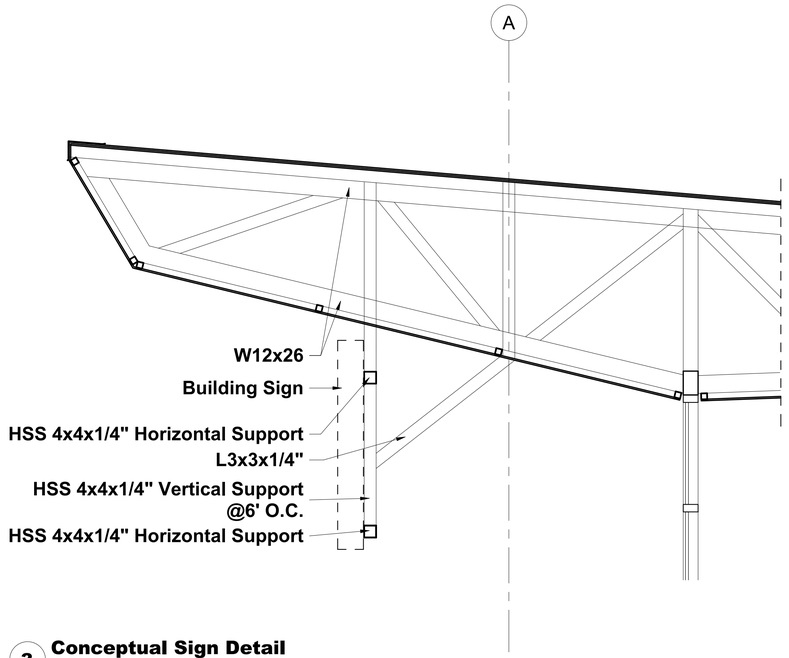
Perspective View - South/West Phase II

2 **Sign Perspective**



3 **Conceptual Sign Detail**
1/2" = 1'-0"

1 **West - Front Entry - Sign**
1" = 10'-0"

Item "A" - Under Canopy Sign 6'-4" x 26'-5" = 167.30 Sq. Ft.

Exhibit F

CONSTRUCTION • ARCHITECTURE

Parkway Office Lakeside

PARKWAY
1000 Civic Circle Lewisville, TX 75067
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Conceptual Building Sign Design

TOWN COUNCIL AGENDA ITEM NO. 26

REGULAR ITEM

DATE: November 4, 2019

FROM: Richard Brown, Senior Planner

ITEM: **Public Hearing to consider a request for rezoning (ZPD19-0001-Whyburn Medical Offices) from Agricultural District (A) uses to Planned Development District-172 (PD-172) with Office District (O) uses, and with certain exceptions and modifications to the Code of Ordinances and consider adopting an ordinance providing for said amendment. The property is generally located north of Waketon Road and west of Long Prairie Road.. (The Planning and Zoning Commission recommended approval by a vote of 5 to 1 at its October 14, 2019, meeting.)**

SUMMARY DATA:

- Size – 2.7389 acres
- Proposed building square feet – 17,815 sf for medical office uses
- SMARTGrowth – Passed
- Traffic Analysis – No impact on capacity of area roadways
- Exceptions – Section 82-242, Street Buffer Landscaping, Reduction of street buffer width (25 feet to 15 feet) along the Long Prairie Road frontage
- Incentives – N/A

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

ATTACHMENTS:

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

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

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

PLANNING AND ZONING COMMISSION
AGENDA ITEM NO: 5
REGULAR ITEM

DATE: October 14, 2019

FROM: Richard Brown, Senior Planner

ITEM: **Public Hearing to consider a request for rezoning (ZPD19-0001 - Whyburn Medical Offices) from Agricultural District (A) uses to Planned Development District-172 (PD-172) with Office District (O) uses, and with certain exceptions and modifications to the Code of Ordinances, and consider adopting an ordinance for said amendment. The property is generally located north of Waketon Road and west of Long Prairie Road.**

I. ITEM SUMMARY

This application has been reviewed by DRC and determined to be ready for consideration by the Planning and Zoning Commission.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of this application is to rezone an approximate 2.7389 acre parcel from Agricultural District (A) uses to Planned Development District No. 172 (PD-172) with Office District (O) uses to allow for the proposed development of a 17,815 sf medical office. The proposed Office District is consistent with the Town's Master Plan designation of Retail for the property.

As part of the request, the applicant has asked for one exception to the Code of Ordinances (see Section III, below, for detail):

Exception:

- Section 82-242, Street buffer landscaping
  - ✓ Reduction of street buffer width along the Long Prairie Road frontage

As a matter of reference, the applicant previously submitted an application (Z18-0001) for an Office District (O) to provide for development consistent with this application. On December 10, 2018, the Planning and Zoning Commission denied the request. The applicant did not appeal the recommendation to Town Council.

While the site possesses two street frontages, the sole point of access will be from Waketon Road, via a cross-access connection with the property abutting the site's western property line. The signalized intersection of Waketon Road and Long Prairie Road will provide the closest point of access to the site and generally serves the area west of Long Prairie Road.

The property will require platting. It is anticipated both the plat and site plan applications will be submitted together, with both being placed on a future Planning and Zoning Commission agenda. With respect to the site plan application, all plans will require compliance with this

application's development standards and conceptual plans (site plan, landscape plan, elevations).

Property that wraps the request site to the north/northwest and west is zoned as Planned Development-89 (PD-89) with Retail District-2 (R-2) uses and is undeveloped with the exception of the WinKids facility (fronting along the north line of Waketon Road, west of the request site). Property to the south is zoned as Planned Development-141 (PD-141) with Retail District-2 (R-2), Office District (O), and Agricultural District (A) uses. With the exception of the recently approved (July 23, 2018) site plan for QuikTrip at the southwest corner of Waketon Road and Long Prairie Road, this property is undeveloped. Property to the east, across Long Prairie Road is zoned for Agricultural District (A) uses and is undeveloped.

III. EXCEPTION

Exception to Section 82-242, Street buffer landscaping

Section 82-242 of the Town Code requires the area of the lot adjacent to the street right-of-way line and extending into the lot for a minimum width as provided below shall be landscaped, except for necessary driveways. As the site possesses two street frontages, the minimum width of the required landscaped street buffer along Long Prairie Road is 25 feet and the minimum required street buffer along Waketon Road is 15 feet.

The applicant is requesting an exception from the Town's street buffer landscaping requirements for the property frontage along Long Prairie Road, proposing a 15-foot-wide street buffer in lieu of the required 25-foot-wide buffer. The applicant is requesting this exception, in part, due to the anticipated right-of-way dedication along the site's Long Prairie Road frontage; 20-foot-wide dedication encompassing approximately 15,183 square feet of land area. The attached conceptual landscape plan does provide for required street buffer tree plantings of one tree (minimum three inch caliper) for each 30 feet of linear frontage.

It should be noted the required 15-foot-wide street buffer along the property's Waketon Road frontage is being provided.

With the exception of the above-referenced request for a reduced street buffer along the Long Prairie Road frontage, the attached conceptual landscape plan provides for all required plantings. The conceptual elevations are predominately primary masonry and the design is in compliance with the Urban Design Plan.

IV. CORRESPONDENCE

The Town Code requires both public notice in a newspaper of general circulation (Denton Record Chronicle) and notification of the property owners within 200 feet of the subject property for all rezoning requests. At the time this report was written, the Town had not received any correspondence related to the request.

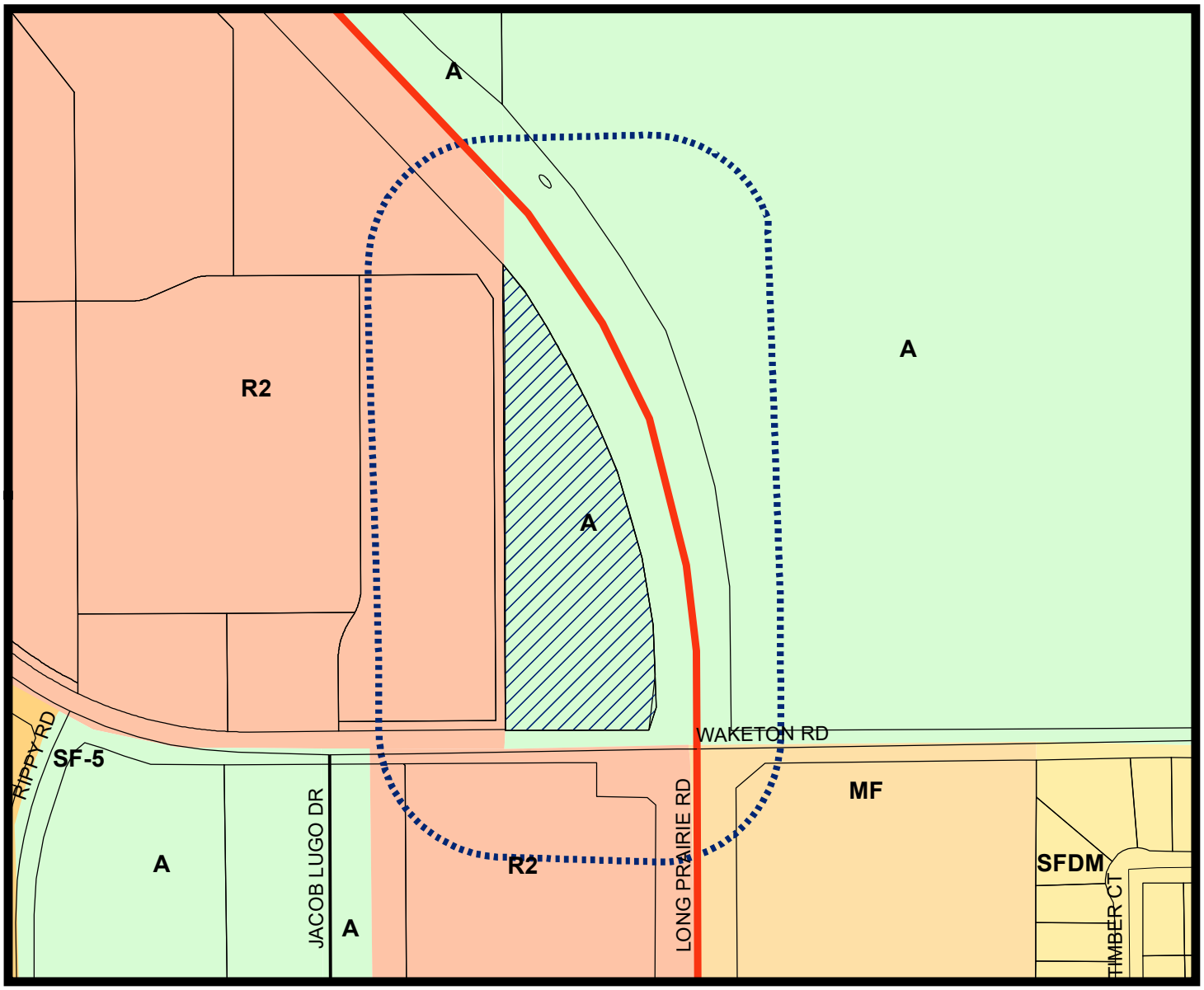
V. ATTACHMENTS

A. Background Information
1. Vicinity Map
2. Letter of Intent

B. Application Details
1. Planned Development Zoning Package
2. Draft Planned Development (PD) Standards

Vicinity Map

Reference Project: ZPD19-0001



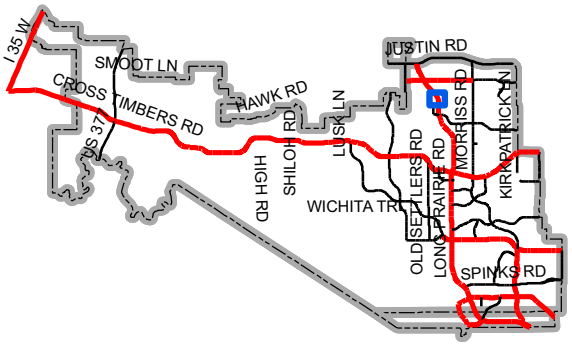
LEGEND

Agriculture | Multi-Family | Retail 2

Single Family 5 | Single Family Density Medium

Subject Property

200 ft Notification Buffer around Property



Map Location

0 187.5 375 750 Feet

TRIANGLE ENGINEERING LLC

T: 214.609.9271 | F: 469.359.6709 | W: triangle-engr.com | O: 1784 McDermott Drive, Suite 110, A

LETTER OF INTENT

ATTN:

Richard Brown,

Senior Planner
Town of Flower Mound,
1001 Cross Timbers Road (Office Location)
2121 Cross Timber Road (Town Hall and Mailing Address)
Flower Mound, Texas 75028
Phone: 972-874-6349

Date: August 20th, 2019

RE: Letter of Intent for Whyburn Medical Office at NWC of Long Prairie Road (F.M.2499) & Waketon Road, Flower Mound, Texas

This letter of intent is to inform Town of Flower Mound about Whyburn Medical Office Development at NWC of Long Prairie Road (F.M.2499) & Waketon Road. The existing property land size is approximately 2.74 acres with a zoning district AG (Agriculture). The medical office development consists of 17,815 SF building with associated surface parking. We believe the medical office will be a great addition for the Town of Flower Mound. The proposed use is compatible with town's future land use map. We are requesting an exception to the required street buffer along Long Prairie road. The minimum width of the landscape street buffer from the street right of way line adjacent to country roadway is supposed to be 25 feet but we have provided 15 feet as we are dedication 20 feet along long prairie for R.O.W dedication.

Site Data:
Existing Zoning District: Agriculture A
Development Plan Acreage: 2.739 Acres
Proposed Use: Medical Office
Proposed Zoning District: Planned Development for Office District (O) uses
Proposed Building Area: 17,815 SF
Phase Development: No

We appreciate your assistance with this application and look forward to working with you and the Town of Flower Mound on Whyburn Medical Office Development.

Sincerely,

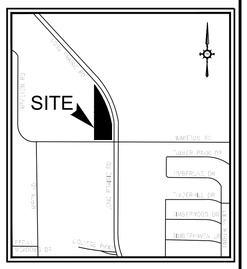
Kiew Kam, P.E.

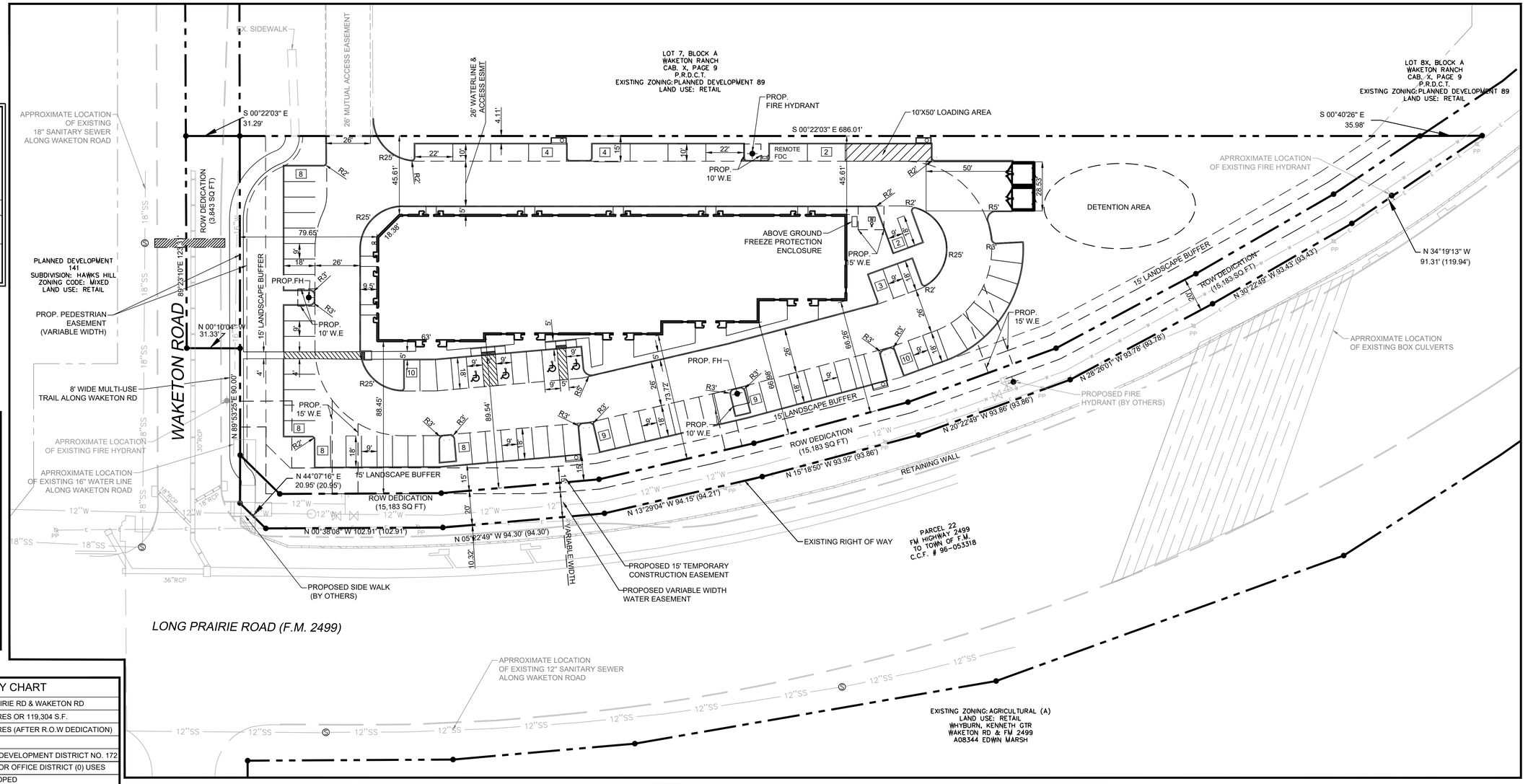
Planning | Civil Engineering | Construction Management

MEDICAL OFFICE DEVELOPMENT

2.7389 ACRES OF LAND LOCATED IN THE EDWIN MARSH SURVEY, ABSTRACT NO 834
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

SCALE: 1" = 30'





OWNER/DEVELOPER
WHYBURN KENNETH G TR
126 SELBY LN
ATHERTON, CA 94027
CONTACT: KENNETH WHYBURN

ENGINEER
TRIANGLE ENGINEERING LLC
1784 MCDERMOTT DRIVE, SUITE 110
ALLEN, TEXAS 75013
CONTACT: KIEW KAM, P.E.
TEL: 469-213-2268

SURVEYOR
TEXAS NATIONAL SURVEYING
P.O. BOX 293254
LEWISVILLE, TEXAS 75029
CONTACT: ARTHUR DEAN HODDE
TEL: 972-539-7676

SITE DATA SUMMARY CHART

PHYSICAL ADDRESS	LONG PRAIRIE RD & WAKETON RD	
GROSS SITE AREA	2.7389 ACRES OR 119,304 S.F.	
NET SITE AREA	2.3023 ACRES (AFTER R.O.W DEDICATION)	
ZONING	PLANNED DEVELOPMENT DISTRICT NO. 172	
	(PD-172) FOR OFFICE DISTRICT (0) USES	
CURRENT USE	UNDEVELOPED	
PROPOSED USE	MEDICAL OFFICE	
LOT COVERAGE DATA		
BUILDING COVERAGE	17,815 S.F. (17.76%)	
IMPERVIOUS AREA	63,567S.F. (63.38%)	
PERVIOUS AREA	36,722S.F. (36.62%)	
PARKING SUMMARY	REQUIRED	PROVIDED
MEDICAL OFFICE	71	85 SPACES (4 ADA SPACES)
TOTAL PARKING	71	85 SPACES (4 ADA SPACES)
BUILDING DATA		
BUILDING	1 STORY	
MAXIMUM HEIGHT	30'-0"	
MEDIAN ROOF HEIGHT	21'-0"	
TOTAL SQUARE FOOTAGE	17,815 SQFT	

LEGEND

- BUILDING SETBACK
- LANDSCAPE BUFFER
- EXISTING BOUNDARY
- EXISTING RETAINING WALL
- EXISTING ELECTRIC
- EXISTING POWER POLE
- R.O.W. DEDICATION
- PROPOSED CURB
- PROPOSED HANDICAP LOGO

MASTER PLAN FEATURES

LAND USE PLAN	RETAIL
URBAN DESIGN PLAN	LONG PRAIRIE DISTRICT
PARKS AND TRAILS	8 FOOT-WIDE MULTI-USE TRAIL ALONG WAKETON ROAD
OPEN SPACE PLAN	NOT A CONSERVATION DEVELOPMENT
THOROUGHFARE PLAN	LONG PRAIRIE ROAD - MAJOR ARTERIAL WAKETON - URBAN COLLECTOR ACCESS PROVIDED BY NEIGHBORING PROPERTY TO WEST AND INGRESS/EGRESS DRIVEWAY OFF WAKETON ROAD
WATER PLAN	LONG PRAIRIE DISTRICT, FUTURE 12 INCH WATER LINES TO BE INSTALLED ON BOTH EAST AND WEST SIDE OF LONG PRAIRIE ROAD AND RESPECTIVELY CONNECTED TO EXISTING 8 INCH AND 12 INCH WATER LINES ON EAST AND WEST SIDE OF LONG PARIRIE ROAD. 16 INCH WATER LINES ALONG WAKETON ROAD
WASTEWATER PLAN	LONG PRAIRIE DISTRICT, 12 INCH SANITARY SEWER LINES ALONG EAST SIDE OF LONG PRAIRIE ROAD AND 15 INCH LINES ALONG WAKETON ROAD

NOTES

a. ALL RETAINING/DETAINING WALLS, TURN DOWN CURBS,TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO COMPLEMENT THE MATERIALS AND COLORS WITHIN THIS DEVELOPMENT.
b. ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR A MASONRY ENCLOSURE. ANY MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
c. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
d. DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
e. DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
f. SIGNS REQUIRE A SEPARATE BUILDING PERMIT.ANY SIGNS DEPICTED ON THE SITE PLAN OR ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.

FLOODPLAIN NOTE:

THE SUBJECT PROPERTY LIES WITHIN THE ZONE "X" AREA OF MINIMAL FLOOD HAZARD. FLOOD MAP NUMBER 48121C0540G , EFFECTIVE ON 04/18/2011

NOTE:

SITE STORMWATER RUNOFF WILL BE COLLECTED BY ONSTE DETENTION FACILITY AND RELEASED TO THE PUBLIC SYSTEM/ DRAINAGE WAY AT A PRE-DEVELOPED FLOW RATE

NO.	DATE	DESCRIPTION	BY
1	01/10/19	1st ZPD CITY SUBMITTAL	KK
2	03/04/19	2nd ZPD CITY SUBMITTAL	KK
3	07/22/19	3rd ZPD CITY SUBMITTAL	KK
4	08/21/19	4th ZPD CITY SUBMITTAL	KK
5	09/13/19	5th ZPD CITY SUBMITTAL	KK

STATE OF TEXAS
KIEW KAM
92808
LICENSED PROFESSIONAL ENGINEER
08/21/2019

CONCEPTUAL SITE PLAN

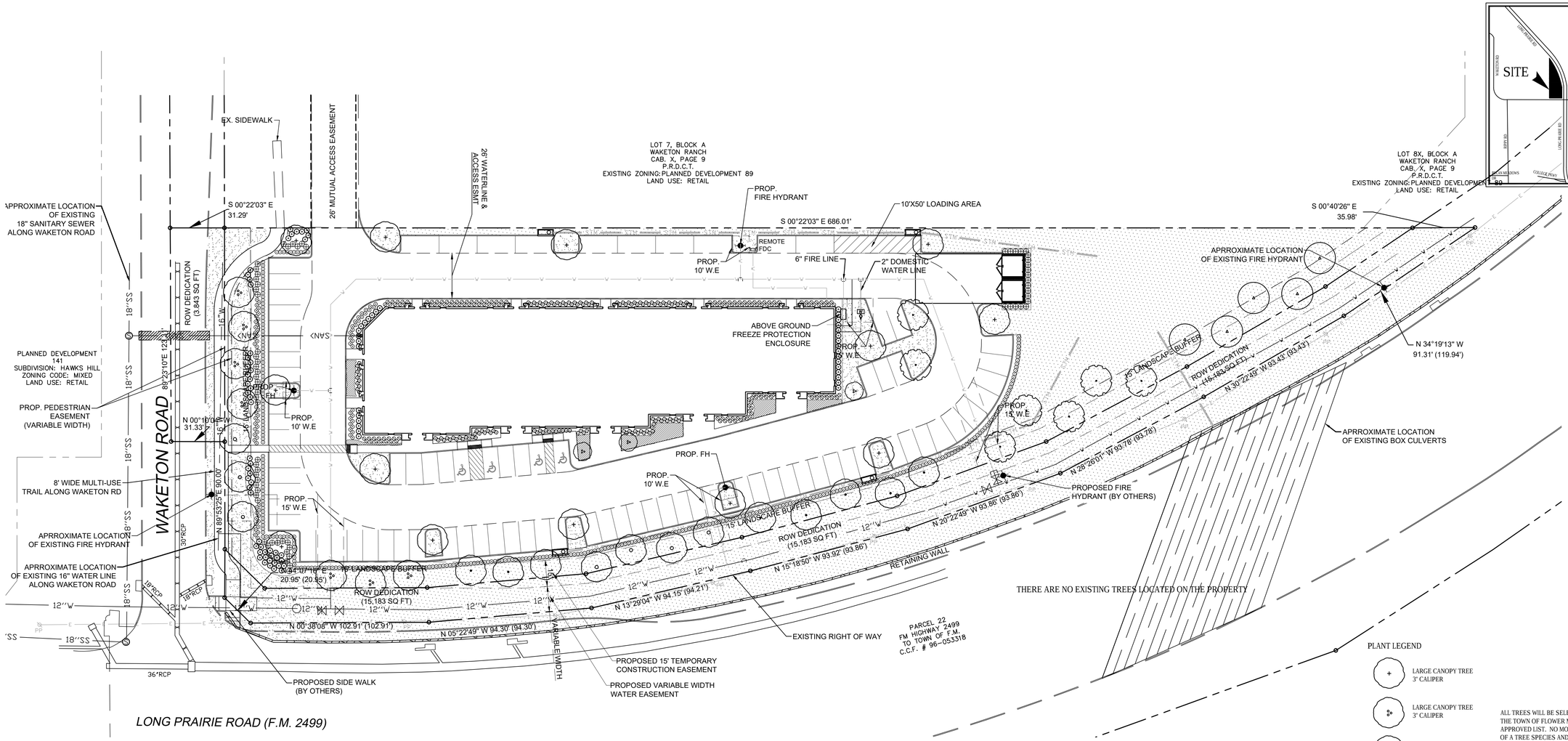
LONG PRAIRIE RD & WAKETON RD
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

TRIANGLE ENGINEERING LLC
T: 214.609.9271I F: 469.359.6709 I E: kpatel@triangle-engr.com
W: triangle-engr.com I O: 1333 McDermott Drive, Suite 200, Allen, TX 75013

Planning | Civil Engineering | Construction Management

DESIGN	DRAWN	DATE	SCALE	PROJECT NO.	SHEET NO.
KP	QX	03/04/19	1": 30'	064-18	CP

TX PE FIRM #11525



HYDROMULCH NOTES

1. *ALL LAWN AREAS TO BE HYDROMULCH BERMUDAGRASS, UNLESS NOTED OTHERWISE ON DRAWINGS.*
2. *CONTRACTOR SHALL SCARIFY, RIP, LOOSEN ALL AREAS TO BE HYDROMULCHED TO A MINIMUM DEPTH OF 4" PRIOR TO TOPSOIL AND HYDROMULCH INSTALLATION.*
3. *BERMUDAGRASS SEED SHALL BE EXTRA HULLED AND TREATED LAWN TYPE AND SHALL BE DELIVERED TO THE SITE IN ITS ORIGINAL UNOPENED CONTAINER, AND SHALL MEET TEXAS STATE LAW REQUIREMENTS.*
4. *FIBER: SHALL BE ONE HUNDRED (100%) PERCENT WOOD CELLULOSE FIBER, DELIVERED TO THE SITE IN ITS ORIGINAL UNOPENED CONTAINER. 'CONWEB OR EQUAL.*
5. *FIBER TACK: SHALL BE DELIVERED TO THE SITE IN ITS ORIGINAL UNOPENED CONTAINER, AND SHALL BE 'TERRO-TACK ONE', AS MANUFACTURED BY GROWERS, INC., OR EQUAL.*
6. *HYDROMULCH WITH BERMUDAGRASS SEED AT A RATE OF TWO (2) POUNDS PER ONE THOUSAND (1000) SQUARE FOOT.*
7. *USE A 4'X8' BATTER BOARD AGAINST ALL BEDS AREAS.*
8. *IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1 AND APRIL 1, ALL HYDROMULCH AREAS TO BE WINTER RYEGRASS, AT A RATE OF FOUR (4) POUNDS PER ONE THOUSAND (1000) SQUARE FEET. CONTRACTOR SHALL BE REQUIRED TO RE-HYDROMULCH WITH BERMUDAGRASS THE FOLLOWING GROWING SEASON.*
9. *IN THE EVENT RYE GRASS IS NECESSARY DUE TO TIME OF YEAR INSTALLATION, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO SCALP EXISTING GRASS, BAG CLIPPINGS, AND SCARIFY SOIL TO A DEPTH OF 1" PRIOR TO PERNAMENT LAWN GRASS INSTALLATION.*
10. *ALL LAWN AREAS TO BE HYDROMULCHED, SHALL HAVE ONE HUNDRED (100%) PERCENT COVERAGE PRIOR TO FINAL ACCEPTANCE.*
11. *CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE BUT NOT BE LIMITED TO: MOWING, WATERING, WEEDING, CULTIVATING, CLEANING, AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.*
12. *CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF AN ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY AS NECESSARY.*

SOLID SOD NOTES

1. FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL DESIRED GRADE IN PLANTING AREAS AND 1" BELOW FINAL GRADE IN TURF AREAS.
2. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
3. ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
4. CONTRACTOR TO COORDINATE WITH ON-SITE CONSTRUCTION MANAGER FOR AVAILABILITY OF EXISTING TOPSOIL.
5. PLANT SOD BY HAND TO COVER INDICATED AREA COMPLETELY. INSURE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL VOIDS.
6. ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.
7. WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.
8. CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT LIMITED TO: MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.
9. CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF AN ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.
10. IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1 AND MARCH 1, ALL SOD AREAS TO BE OVER-SEEDED WITH WINTER RYEGRASS, AT A RATE OF (4) POUNDS PER ONE THOUSAND (1000) SQUARE FEET.

GENERAL LAWN NOTES

1. FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED ON CIVIL PLANS.
2. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
3. ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
4. IMPORTED TOPSOIL SHALL BE NATURAL, FRIABLE SOIL FROM THE REGION, KNOWN AS BOTTOM AND SOIL, FREE FROM LUMPS, CLAY, TOXIC SUBSTANCES, ROOTS, DEBRIS, VEGETATION, STONES, CONTAINING NO SALT AND BLACK TO BROWN IN COLOR.
5. *ALL LAWN AREAS TO BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED, AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR ARCHITECT PRIOR TO INSTALLATION.*
6. *ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLODS, STICKS, CONCRETE SPOILS, ETC. SHALL BE REMOVED PRIOR TO PLACING TOPSOIL AND ANY LAWN INSTALLATION*
7. CONTRACTOR SHALL PROVIDE (1") ONE INCH OF IMPORTED TOPSOIL ON ALL AREAS TO RECEIVE LAWN.

LANDSCAPE NOTES

1. CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
2. CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
3. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.
4. CONTRACTOR TO PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
5. ALL PLANTING BEDS AND LAWN AREAS TO BE SEPARATED BY STEEL EDGING. NO STEEL TO BE INSTALLED ADJACENT TO SIDEWALKS OR CURBS.
6. ALL LANDSCAPE AREAS TO BE 100% IRRIGATED WITH AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM AND SHALL INCLUDE RAIN AND FREEZE SENSORS.
7. ALL LAWN AREAS TO BE SOLID SOD BERMUDAGRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.

LANDSCAPE TABULATIONS

Street Yard Landscaping			
Standard	**Total Street Yard (Square Feet)**	**Required**	**Provided**
Min. 20% of street yard	40,980 s.f.	8,196	16,125
Street Yard Trees			
Standard	**Total Street Yard (Square Feet)**	**Required**	**Provided**
10,000 to 110,000 10 tree for first 10,000 plus (1) per 2,500 in excess of 10,000 s.f.	40,980 s.f.	22	26- 3' Cal. Trees
Trees required to satisfy other provisions of landscaping requirements and lying within the street yard may be used to satisfy the requirements of other sections.			
Street Buffer Trees			
Standard	**Street Frontage (Linear Feet)**	**Required**	**Provided**
1 per 30 l.f.	Long Prairie Road 730 l.f.	24	25- 3' Cal. Trees
Standard	**Street Frontage (Linear Feet)**	**Required**	**Provided**
1 per 30 l.f.	Waketon Road 209 l.f.	7	7- 3' Cal. Trees
Parking Area Landscaping			
Standard	**No. of Parking Spaces**	**Required**	**Provided**
90 s.f. per 12 spaces	85	638 s.f.	1,656 s.f.
Parking Area Trees			
Standard	**No. of Parking Spaces**	**Required**	**Provided**
1 tree per 10 spaces	85	9	12

OWNER/DEVELOPER
PANCHAL INVESTMENTS
2500 SOUTH MAIN STREET
WEATHERFORD, TX 76087
CONTACT: PREM N. PANCHAL
TEL: 817-896-7889

ENGINEER
TRIANGLE ENGINEERING LLC
1784 MCDERMOTT DRIVE, SUITE 110
ALLEN, TEXAS 75013
CONTACT: KIEW KAM, P.E.
TEL: 469-213-2268

SURVEYOR
TEXAS NATIONAL SURVEYING
P.O. BOX 293254
LEWISVILLE, TEXAS 75029
CONTACT: ARTHUR DEAN HODDE
TEL: 972-539-7676

PLANT LEGEND

- LARGE CANOPY TREE 3" CALIPER
- LARGE CANOPY TREE 3" CALIPER
- LARGE CANOPY TREE 3" CALIPER
- LARGE CANOPY TREE 3" CALIPER
- LARGE CANOPY TREE 3" CALIPER
- LARGE CANOPY TREE 3" CALIPER
- ORNAMENTAL TREE- 8' HT.
- EVERGREEN SHRUB - 24" HEIGHT
- EVERGREEN SCREEN HEDGE- 24" HEIGHT
- ORNAMENTAL SHRUB - 5 GALLON
- ORNAMENTAL SHRUB - 5 GALLON
- ORNAMENTAL SHRUB - 5 GALLON
- ORNAMENTAL GRASS - 5 GALLON
- EVERGREEN GROUNDCOVER- 4" POTS
- BERMUDA GRASS SOLID SOD
- BERMUDA GRASS HYDROMULCH

ALL TREES WILL BE SELECTED FROM THE TOWN OF FLOWER MOUND APPROVED LIST. NO MORE THAT 20% OF A TREE SPECIES AND NO MORE THAN 50% OF ANY TREE GENUS IS PREMITTED

01 LANDSCAPE PLAN
SCALE 1"=30'-0"
0 15 30 60

LANDSCAPE ARCHITECT
STUDIO GREEN SPOT, INC.
1784 W. McDERMOTT DR.
SUITE 110
ALLEN, TEXAS 75013
(469) 369-4448
CHRIS@STUDIOGREENSPOT.COM

CHRIS TWINAM 2943 REGISTERED LANDSCAPE ARCHITECT STATE OF TEXAS

10.07.2019

MEDICAL OFFICE DEVELOPMENT

LONG PRAIRIE RD & WAKETON RD
FLOWER MOUND, TEXAS

ISSUE:
FOR APPROVAL 09.12.2018
CITY COMMENTS 12.20.2018
CITY COMMENTS 03.01.2019
CITY COMMENTS 08.21.2019
CITY COMMENTS 10.07.2019

DATE:
10.07.2019

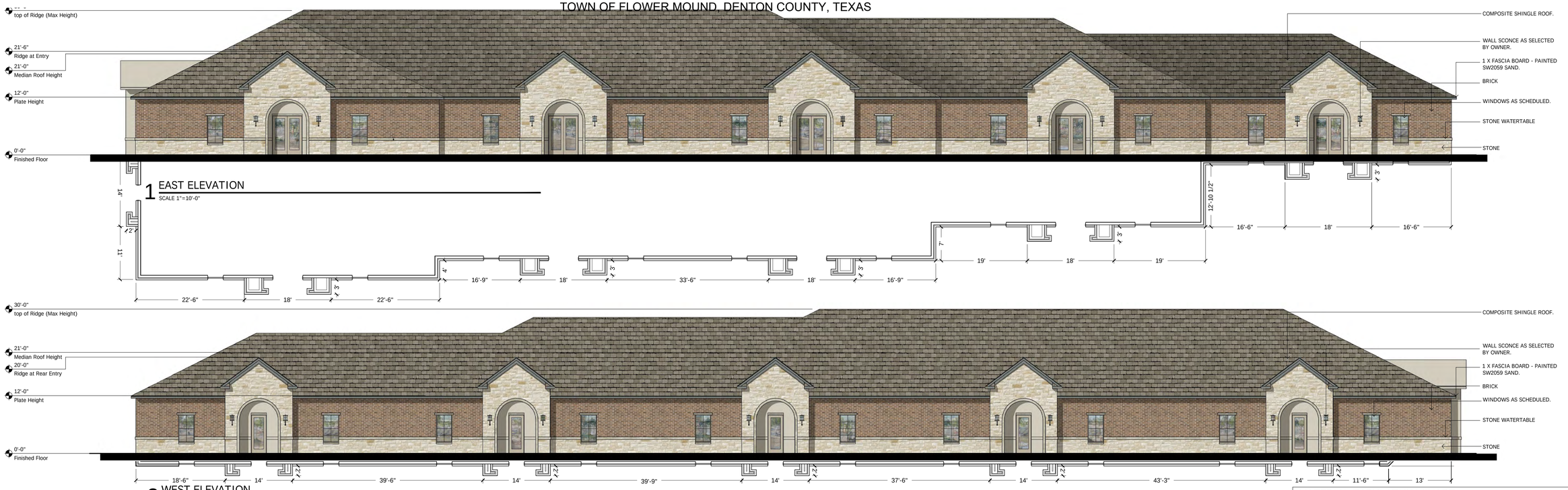
SHEET NAME:
LANDSCAPE PLAN

SHEET NUMBER:

L.1

MEDICAL OFFICE DEVELOPMENT

2.7389 ACRES OF LAND LOCATED IN THE EDWIN MARSH SURVEY, ABSTRACT NO 834
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

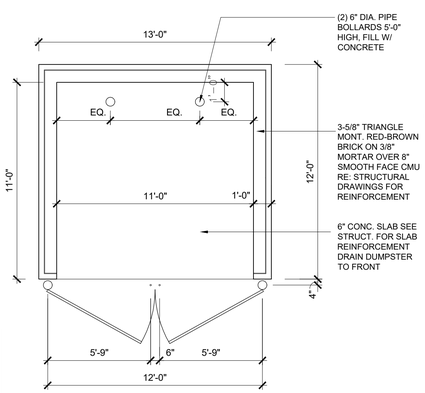


1 EAST ELEVATION
SCALE 1"=10'-0"

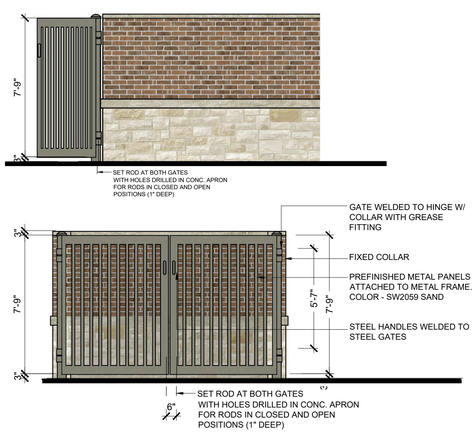
2 WEST ELEVATION
SCALE 1"=10'-0"

3 NORTH ELEVATION
SCALE 1"=10'-0"

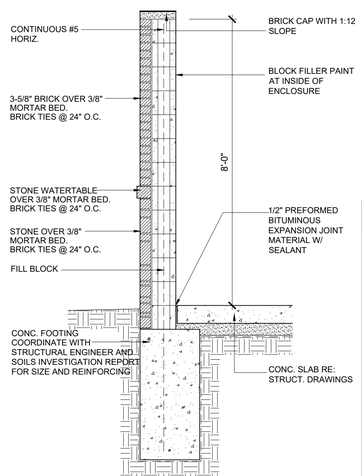
4 SOUTH ELEVATION
SCALE 1"=10'-0"



5 DUMPSTER PLAN - MINIMUM REQUIREMENTS
SCALE 1/4" = 1'-0"



6 DUMPSTER ELEVATIONS - MINIMUM REQUIREMENTS
SCALE 1/4" = 1'-0"



7 DUMPSTER SECTION
SCALE 1/2" = 1'-0"

MATERIAL TABULATION CHART

LONG PRAIRIE ROAD MEDICAL OFFICE BUILDING

		North	South	East	West
1.	Total Facade S.F.	615 s.f.	993 s.f.	3,670 s.f.	3,497 s.f.
2.	Facade S.F. Excl of Doors and Windows	577.6 s.f.	938 s.f.	3,218 s.f.	3,172.5 s.f.
3.	Doors and Windows S.F.	37.4 s.f.	55 s.f.	452 s.f.	324.5 s.f.
4.	Primary Totals (Min. 80% masonry)	577.6 s.f.	938 s.f.	3,218 s.f.	3,172.5 s.f.
-	Brick	397 s.f.	368 s.f.	1,299 s.f.	1,439 s.f.
-	Stone	180.6 s.f.	570 s.f.	1,919 s.f.	1733.5 s.f.
5.	Secondary Masonry Totals - Not used				

EXTERIOR MATERIAL SCHEDULE

MATERIAL	SUPP./MANUF.	SPECIFICATIONS	COLOR	FINISH/NOTES
BRICK	TRIANGLE	MONTGOMERY	RED-BROWN	-
STONE	CHAMPION STONE CO. OR EQ.	LUEDER ROUGH FACE LIMESTONE OR EQ.	OFF-WHITE	NON-OVERLAPPING
STONE MORTAR	TBD	POLYMER MODIFIED	OFF-WHITE	-
ANODIZED ALUMINUM	KAWNEER OR EQ.	EXTERIOR	DARK BRONZE	FRAME & DOOR FIN.
PAINT	SHERWIN WILLIAMS	EXTERIOR	SW2059 SAND	-
SHINGLE ROOF	GAF OR EQ.	30 YR.	BLK/GREY	COMPOSITE

A. ALL RETAINING/DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.

B. ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.

C. ALL ELECTRICAL PANELS AND ASSOCIATED COMPONENTS SHALL BE PAINTED/TEXTURED TO MATCH THE COLOR OF THE BUILDING.

D. DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.

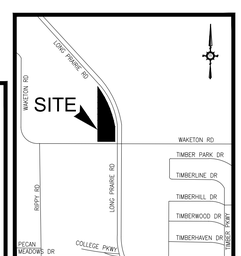
E. SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SUBJECT SITE PLAN/ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.

F. ALL EXTERNAL ELECTRICAL PANELS SHALL BE PAINTED/TEXTURED TO MATCH THE MATERIAL AND COLOR OF THE BUILDING.

OWNER/DEVELOPER
B & B CONSTRUCTION LLC.
6612 ADOBE CIRCLE
COLONY, TX 75056
CONTACT: JAMES BULLINGTON
TEL: 469-231-7350

ARCHITECT
HOLTMAN DESIGNWORKS INC
403 US 377 S
ARGYLE, TEXAS 76226
CONTACT: MATTHEW HOLTMAN, RA
TEL: 214-455-5623

SURVEYOR
TEXAS NATIONAL SURVEYING
P.O. BOX 293254
LEWISVILLE, TEXAS 75029
CONTACT: ARTHUR DEAN HODDE
TEL: 972-539-7676



NO.	DATE	DESCRIPTION	BY
#	9/17/19	CONCEPT ELEVATIONS	MH

MEDICAL OFFICE DEVELOPMENT

CONCEPTUAL ELEVATIONS

LONG PRAIRIE RD & WAKETON RD
CITY OF FLOWER MOUND
DENTON COUNTY, TEXAS

DESIGN	DRAWN	DATE	SCALE	PROJECT NO.	SHEET NO.
KP	TT	08/14/18	1":60'	064-18	CE-2

Exhibit "B"

Development Standards

Planned Development District- 172 (PD-172)
Whyburn Medical Offices

The development on the property comprising approximately 2.7389 acres of land within the corporate limits of the Town of Flower Mound ("Town") shall be in accordance with the Town of Flower Mound *Master Plan* and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements:

A. EXHIBITS. The following Exhibits are incorporated into this planned development.

1. Exhibit "C": Conceptual Site Plan.
2. Exhibit "D": Conceptual Landscape Plan.
3. Exhibit "E": Conceptual Elevations.

B. PERMITTED USES.

1. The uses listed as Permitted Uses in Office District (O) in the Town's Zoning Ordinance may be permitted in this Planned Development.

C. SPECIFIC USES.

1. The uses listed as Specific Uses in Office District (O) in the Town's Zoning Ordinance may be permitted in this Planned Development only upon approval of a specific use permit in accordance with the procedures and standards of Section 90-186 of the Land Development Code, "Specific Use Permits".

D. TEMPORARY USES. The uses listed as Temporary Uses in the Office District (O) in the Town's Zoning Ordinance may be permitted in this Planned Development only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of the Land Development Code, "Temporary Use Permits".

E. DIMENSIONAL REGULATIONS. The dimensional regulations listed for Office District (O) in the Town's Zoning Ordinance shall be required for this Planned Development.

F. CONCEPTUAL SITE PLAN. The site plan shall comply with the approved Conceptual Site Plan, Exhibit "C."

G. LANDSCAPING. Landscaping shall comply with the approved Conceptual Landscape Plan, Exhibit "D."

H. ARCHITECTURAL STANDARDS. Elevations shall comply with the approved Conceptual Elevations, Exhibit "E."

I. EXCEPTIONS. The following exception to the Town's Ordinances shall apply to this planned development.

1. Street Buffer Landscaping-Section 82-242.

    a. A minimum 15-foot-wide street buffer shall be required along the eastern property line as shown on Exhibit “D”.

    b. Street buffer trees shall be provided as outlined in Section 94-62 of the Town Code.

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO._____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, LAND DEVELOPMENT REGULATIONS, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 2.7389 ACRES OF LAND SITUATED IN THE EDWIN MARSH SURVEY, ABSTRACT NO. 834, FROM AGRICULTURAL DISTRICT (A) TO PLANNED DEVELOPMENT DISTRICT NO. 172 (PD-172) WITH OFFICE DISTRICT (O) USES, IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town of Flower Mound heretofore adopted the Land Development Regulations of the Town of Flower Mound, as amended, which Ordinance regulates and restricts the location and use of buildings, structures and land for trade, industry, residence and other purposes, and provides for the establishment of zoning districts of such number, shape and area as may be best suited to carry out these regulations; and,

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owner of the property described as approximately 2.7389 acres of land situated in the Edwin Marsh Survey, Abstract No. 834, has filed an application for a Zoning Planned Development to change the zoning from Agricultural District (A) to Planned Development District No. 172 (PD-172) with Office District (O) uses; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on October 14, 2019, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on November 4, 2019, with respect to the proposed planned development district as described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Local Government Code, Chapter 78 of the Land Development Regulations, and all other laws dealing with notice, publication and procedural requirements for the approval of a planned development district on the property;

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

SECTION 1

The Land Development Regulations of the Town of Flower Mound, Texas, as amended, are hereby amended on the hereinafter described property and area to establish a planned development district as shown below:

Approximately 2.7389 acres of land situated in the Edwin Marsh Survey, Abstract No. 834, Denton County, Texas, and more fully described in Exhibit "A" hereto.

Planned Development District No. 172 (PD-172) with Office District (O) uses.

SECTION 2

The development standards, conceptual site plan, conceptual landscape plan, and conceptual elevations of the proposed Planned Development District No. 172 (PD-172), attached hereto as Exhibits "B," "C," "D," and "E" each incorporated herein for all purposes, are hereby approved as the development standards, conceptual site plan, conceptual landscape plan, and conceptual elevations for this Planned Development District No. 172 (PD-172).

SECTION 3

The official map of the Town of Flower Mound is amended and the Executive Director of Development Services is directed to revise the official zoning map to reflect the approved Planned Development District No. 172 (PD-172), as set forth above.

SECTION 4

The use of the property described above shall be subject to all restrictions, terms and conditions contained in Exhibits "B," "C," "D," and "E" attached hereto, as well as the applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town of Flower Mound.

SECTION 5

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

SECTION 6

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

SECTION 7

Any person, firm, or corporation who violates any provision of this Ordinance as adopted

by the Town Council of the Town of Flower Mound shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-13 of the Code of Ordinances of the Town of Flower Mound. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 8

All rights and remedies of the Town of Flower Mound are expressly saved as to any and all violations of the provisions of the Land Development Regulations or any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 9

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

SECTION 10

This Ordinance shall take effect and be in full force from and after the date of its passage and publication as required by law, and it is so ordained.

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

APPROVED:

_____
Steve Dixon, **MAYOR**

ATTEST:

_____
Theresa Scott, **TOWN SECRETARY**

Exhibit A
Legal Description

A portion of a certain tract called 96.225 acres located in the Edwin Marsh Survey, Abstract Number 834, described in a warranty deed from Lucille E. Whyburn to Kenneth G. Whyburn, as trustee, and recorded under Denton County Clerks file number 95-067614, same being all of the remainder portion of said tract remaining southwest of Farm to Market Road 2499 (F.M. 2499), also known as Long Prairie Road, and being severed by a conveyance to the Town of Flower Mound recorded under County Clerks file number 96-0533318, being more fully described by metes and bounds as follows:

Beginning at a capped iron rod found for the southeast corner of the Waketon Ranch Addition, recorded in Cabinet X, Page 9, of the Plat Records, Denton County, Texas, and being on the west line of said Whyburn tract;

Thence S 00°22’03” E along the west line of said Whyburn tract a distance of 31.29 feet to an “X” set in the surface of Waketon Road (variable width) for the southwest corner of same;

Thence N 89°23’10” E along the south line of said Whyburn tract and near the center of said Waketon Road a distance of 123.31 feet to an “X” set for the southwest corner of said Flower Mound Tract;

Thence N 00°10’04” W along an east line of said Flower Mound Tract a distance of 31.33 feet to a capped iron rod set for an interior “L” corner of the herein described tract;

Thence N 89°53’25” E along the south line of the herein described tract and the north line of said Waketon Road a distance of 90.00 feet to a capped iron rod set for the western cutback corner at the northwest intersection of said Waketon Road and said F.M. 2499;

Thence N 44°07’16” E along said cutback corner a distance of 20.95 feet to a capped iron rod set for the northern corner of same;

Thence N 00°38’08” W along the east line of the herein described tract and the west line of said F.M. 2499 a distance of 102.91 feet to a 5/8” iron rod found for angle in same;

Thence N 05°22’49” W continuing along the east line of the herein described tract and the west line of said F.M. 2499 a distance of 94.30 feet to a capped iron rod set for angle in same;

Thence N 13°29’04” W continuing along the east line of the herein described tract and the west line of said F.M. 2499 a distance of 94.15 feet to a Texas Department of Transportation disk found for angle in same;

Thence N 15°18’50” W continuing along the east line of the herein described tract and the west line of said F.M. 2499 a distance of 93.92 feet to a capped iron rod set for angle in same;

Thence N 20°22’49” W continuing along the east line of the herein described tract and the west line of said F.M. 2499 a distance of 93.86 feet to a capped iron rod set for angle in same;

Thence N 28°26’01” W continuing along the east line of the herein described tract and the west line of said F.M. 2499 a distance of 93.78 feet to a capped iron rod set for angle in same;

Thence N 30°22’49” W continuing along the east line of the herein described tract and the west line of said F.M. 2499 a distance of 93.43 feet to a capped iron rod set for angle in same;

Thence N 34°19’13” W continuing along the east line of the herein described tract and the west line of said F.M. 2499 a distance of 91.31 feet to a capped iron rod found for the north corner of this tract;

Thence S 00°40’26” E along the west line of this tract a distance of 35.98 feet to a capped iron rod found for an angle point in Lot 8X, Block A, of said Waketon Ranch Addition;

Thence S 00°22’03” E continuing along the west line of this tract and the east line of said Lot 8X, a distance of 686.01 feet to the Point of Beginning and Containing 119304 square feet or 2.7389 acres of land.

Arthur Dean Hodde RPLS NO 4260
TEXAS NATIONAL SURVEYING
JOB NO. 138018.01
04/23/2018

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Arthur Dean Hodde RPLS NO 4260
TEXAS NATIONAL SURVEYING
JOB NO. 138018.01
04/23/2018

Exhibit "B"

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I. EXCEPTIONS. The following exception to the Town's Ordinances shall apply to this planned development.

1. Street Buffer Landscaping-Section 82-242.

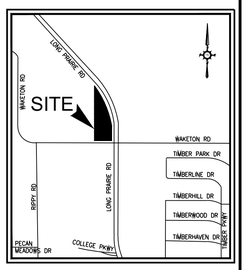
    a. A minimum 15-foot-wide street buffer shall be required along the eastern property line as shown on Exhibit “D”.

    b. Street buffer trees shall be provided as outlined in Section 94-62 of the Town Code.

MEDICAL OFFICE DEVELOPMENT

2.7389 ACRES OF LAND LOCATED IN THE EDWIN MARSH SURVEY, ABSTRACT NO 834
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

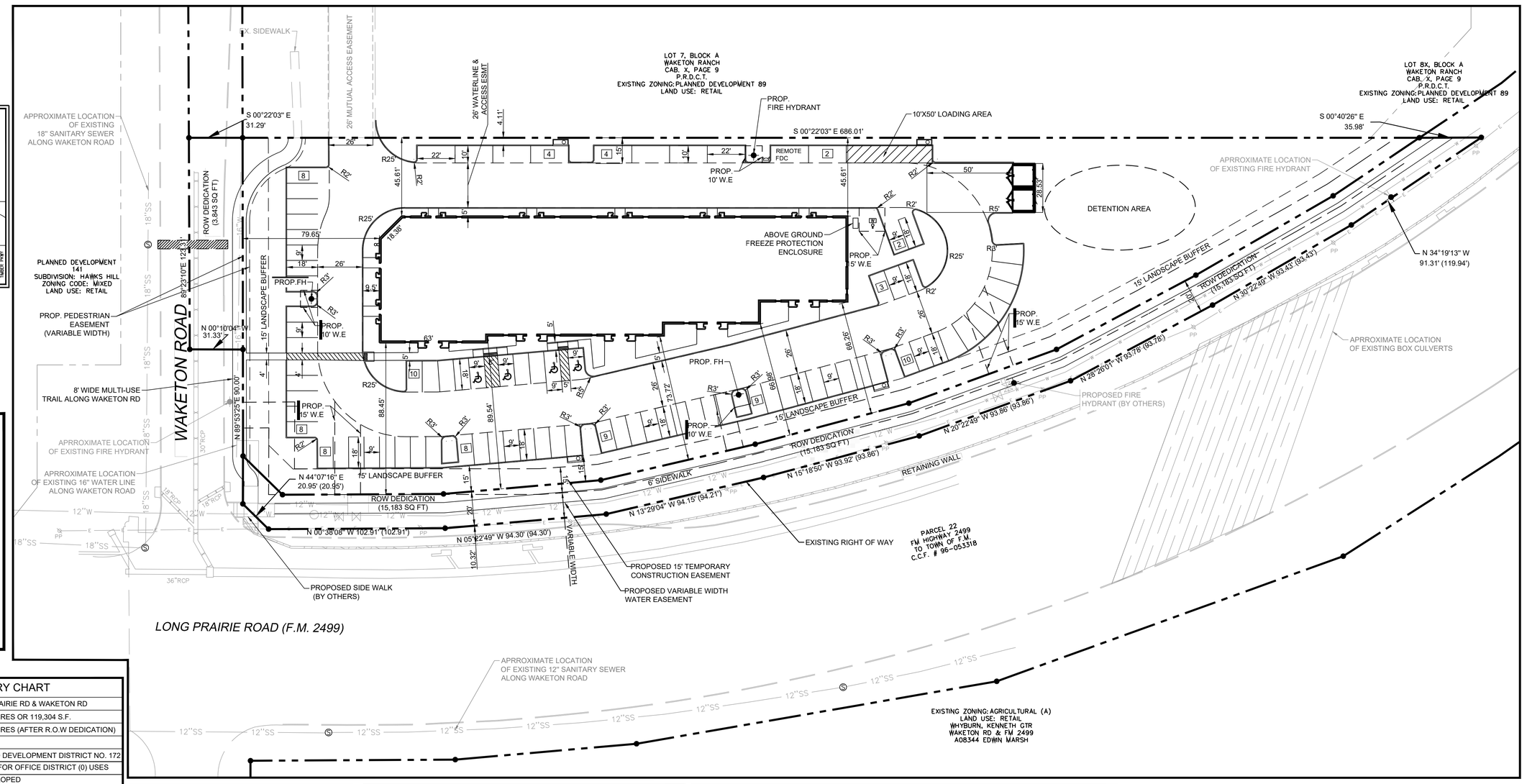
0 30 60
SCALE: 1" = 30'



OWNER/DEVELOPER
WHYBURN KENNETH G TR
126 SELBY LN
ATHERTON, CA 94027
CONTACT: KENNETH WHYBURN

ENGINEER
TRIANGLE ENGINEERING LLC
1784 MCDERMOTT DRIVE, SUITE 110
ALLEN, TEXAS 75013
CONTACT: KIEW KAM, P.E.
TEL: 469-213-2268

SURVEYOR
TEXAS NATIONAL SURVEYING
P.O. BOX 293254
LEWISVILLE, TEXAS 75029
CONTACT: ARTHUR DEAN HODDE
TEL: 972-539-7676



SITE DATA SUMMARY CHART

PHYSICAL ADDRESS	LONG PRAIRIE RD & WAKETON RD	
GROSS SITE AREA	2.7389 ACRES OR 119,304 S.F.	
NET SITE AREA	2.3023 ACRES (AFTER R.O.W DEDICATION)	
ZONING	PLANNED DEVELOPMENT DISTRICT NO. 172	
	(PD-172) FOR OFFICE DISTRICT (0) USES	
CURRENT USE	UNDEVELOPED	
PROPOSED USE	MEDICAL OFFICE	
LOT COVERAGE DATA		
BUILDING COVERAGE	17,815 S.F. (17.76%)	
IMPERVIOUS AREA	63,567S.F. (63.38%)	
PERVIOUS AREA	36,722S.F. (36.62%)	
PARKING SUMMARY	REQUIRED	PROVIDED
MEDICAL OFFICE	71	85 SPACES (4 ADA SPACES)
TOTAL PARKING	71	85 SPACES (4 ADA SPACES)
BUILDING DATA		
BUILDING	1 STORY	
MAXIMUM HEIGHT	30'-0"	
MEDIAN ROOF HEIGHT	21'-0"	
TOTAL SQUARE FOOTAGE	17,815 SQFT	

LEGEND

- BUILDING SETBACK
- LANDSCAPE BUFFER
- EXISTING BOUNDARY
- EXISTING RETAINING WALL
- EXISTING ELECTRIC
- EXISTING POWER POLE
- R.O.W. DEDICATION
- PROPOSED CURB
- PROPOSED HANDICAP LOGO

MASTER PLAN FEATURES

LAND USE PLAN	RETAIL
URBAN DESIGN PLAN	LONG PRAIRIE DISTRICT
PARKS AND TRAILS	8 FOOT-WIDE MULTI-USE TRAIL ALONG WAKETON ROAD
OPEN SPACE PLAN	NOT A CONSERVATION DEVELOPMENT
THOROUGHFARE PLAN	LONG PRAIRIE ROAD - MAJOR ARTERIAL WAKETON - URBAN COLLECTOR ACCESS PROVIDED BY NEIGHBORING PROPERTY TO WEST AND INGRESS/EGRESS DRIVEWAY OFF WAKETON ROAD
WATER PLAN	LONG PRAIRIE DISTRICT, FUTURE 12 INCH WATER LINES TO BE INSTALLED ON BOTH EAST AND WEST SIDE OF LONG PRAIRIE ROAD AND RESPECTIVELY CONNECTED TO EXISTING 8 INCH AND 12 INCH WATER LINES ON EAST AND WEST SIDE OF LONG PARRIE ROAD, 16 INCH WATER LINES ALONG WAKETON ROAD
WASTEWATER PLAN	LONG PRAIRIE DISTRICT, 12 INCH SANITARY SEWER LINES ALONG EAST SIDE OF LONG PRAIRIE ROAD AND 15 INCH LINES ALONG WAKETON ROAD

NOTES

a. ALL RETAINING/DETAINING WALLS, TURN DOWN CURBS,TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO COMPLEMENT THE MATERIALS AND COLORS WITHIN THIS DEVELOPMENT.
b. ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR A MASONRY ENCLOSURE. ANY MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
c. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
d. DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
e. DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
f. SIGNS REQUIRE A SEPARATE BUILDING PERMIT.ANY SIGNS DEPICTED ON THE SITE PLAN OR ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.

FLOODPLAIN NOTE:

THE SUBJECT PROPERTY LIES WITHIN THE ZONE "X" AREA OF MINIMAL FLOOD HAZARD. FLOOD MAP NUMBER 48121C0540G , EFFECTIVE ON 04/18/2011

NOTE:

SITE STORMWATER RUNOFF WILL BE COLLECTED BY ONSTE DETENTION FACILITY AND RELEASED TO THE PUBLIC SYSTEM/ DRAINAGE WAY AT A PRE-DEVELOPED FLOW RATE

NO.	DATE	DESCRIPTION	BY
1	01/10/19	1st ZPD CITY SUBMITTAL	KK
2	03/04/19	2nd ZPD CITY SUBMITTAL	KK
3	07/22/19	3rd ZPD CITY SUBMITTAL	KK
4	08/21/19	4th ZPD CITY SUBMITTAL	KK
5	09/13/19	5th ZPD CITY SUBMITTAL	KK

STATE OF TEXAS
KIEW KAM
92808
LICENSED PROFESSIONAL ENGINEER
08/21/2019

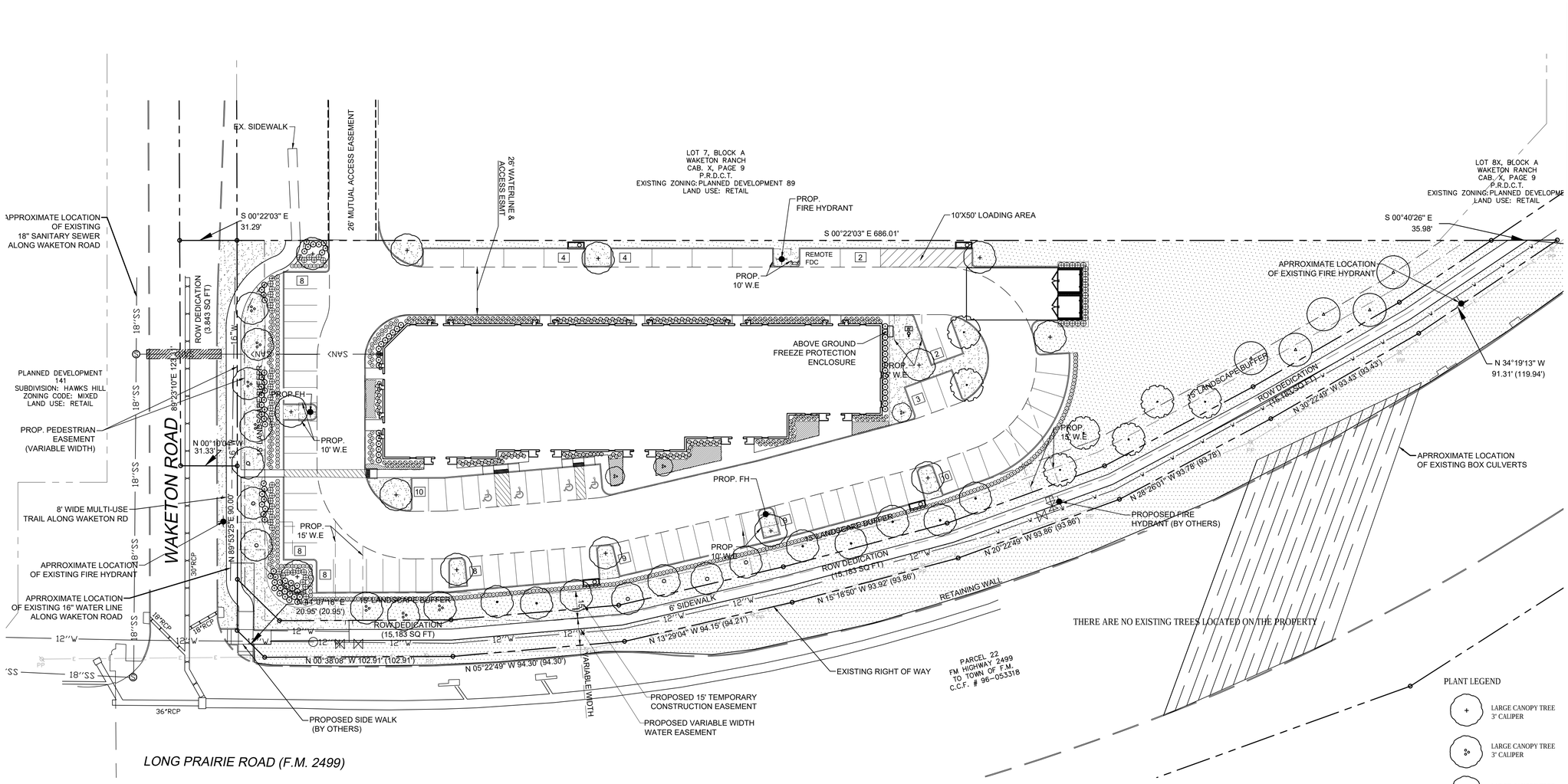
CONCEPTUAL SITE PLAN
LONG PRAIRIE RD & WAKETON RD
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

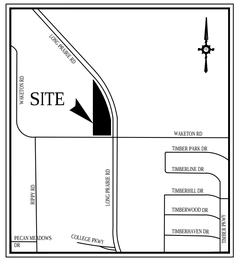
REGISTERED
TRIANGLE ENGINEERING LLC
T: 214.609.9271I F: 469.359.6709 I E: kpatel@triangle-engr.com
W: triangle-engr.com I O: 1333 McDermott Drive, Suite 200, Allen, TX 75013

Planning | Civil Engineering | Construction Management

DESIGN	DRAWN	DATE	SCALE	PROJECT NO.	SHEET NO.
KP	QX	03/04/19	1": 30'	064-18	CP

TX PE FIRM #11525





HYDROMULCH NOTES

1. *ALL LAWN AREAS TO BE HYDROMULCH BERMUDAGRASS, UNLESS NOTED OTHERWISE ON DRAWINGS.*
2. *CONTRACTOR SHALL SCARIFY, RIP, LOOSEN ALL AREAS TO BE HYDROMULCHED TO A MINIMUM DEPTH OF 4" PRIOR TO TOPSOIL AND HYDROMULCH INSTALLATION.*
3. *BERMUDAGRASS SEED SHALL BE EXTRA HULLED AND TREATED LAWN TYPE AND SHALL BE DELIVERED TO THE SITE IN ITS ORIGINAL UNOPENED CONTAINER, AND SHALL MEET TEXAS STATE LAW REQUIREMENTS.*
4. *FIBER: SHALL BE ONE HUNDRED (100%) PERCENT WOOD CELLULOSE FIBER, DELIVERED TO THE SITE IN ITS ORIGINAL UNOPENED CONTAINER. 'CONWEB' OR EQUAL.*
5. *FIBER TACK: SHALL BE DELIVERED TO THE SITE IN ITS ORIGINAL UNOPENED CONTAINER, AND SHALL BE 'TERRO-TACK ONE', AS MANUFACTURED BY GROWERS, INC., OR EQUAL.*
6. *HYDROMULCH WITH BERMUDAGRASS SEED AT A RATE OF TWO (2) POUNDS PER ONE THOUSAND (1000) SQUARE FOOT.*
7. *USE A 4'X8' BATTER BOARD AGAINST ALL BEDS AREAS.*
8. *IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1 AND APRIL 1, ALL HYDROMULCH AREAS TO BE WINTER RYEGRASS, AT A RATE OF FOUR (4) POUNDS PER ONE THOUSAND (1000) SQUARE FEET. CONTRACTOR SHALL BE REQUIRED TO RE-HYDROMULCH WITH BERMUDAGRASS THE FOLLOWING GROWING SEASON.*
9. *IN THE EVENT RYE GRASS IS NECESSARY DUE TO TIME OF YEAR INSTALLATION, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO SCALP EXISTING GRASS, BAG CLIPPINGS, AND SCARIFY SOIL TO A DEPTH OF 1" PRIOR TO PERNAMENT LAWN GRASS INSTALLATION.*
10. *ALL LAWN AREAS TO BE HYDROMULCHED, SHALL HAVE ONE HUNDRED (100%) PERCENT COVERAGE PRIOR TO FINAL ACCEPTANCE.*
11. *CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE BUT NOT BE LIMITED TO: MOWING, WATERING, WEEDING, CULTIVATING, CLEANING, AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.*
12. *CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF AN ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY AS NECESSARY.*

SOLID SOD NOTES

1. FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL DESIRED GRADE IN PLANTING AREAS AND 1" BELOW FINAL GRADE IN TURF AREAS.
2. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
3. ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
4. CONTRACTOR TO COORDINATE WITH ON-SITE CONSTRUCTION MANAGER FOR AVAILABILITY OF EXISTING TOPSOIL.
5. PLANT SOD BY HAND TO COVER INDICATED AREA COMPLETELY. INSURE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL VOIDS.
6. ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.
7. WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.
8. CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT LIMITED TO: MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.
9. CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF AN ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.
10. IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1 AND MARCH 1, ALL SOD AREAS TO BE OVER-SEEDED WITH WINTER RYEGRASS, AT A RATE OF (4) POUNDS PER ONE THOUSAND (1000) SQUARE FEET.

GENERAL LAWN NOTES

1. FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED ON CIVIL PLANS.
2. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
3. ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
4. IMPORTED TOPSOIL SHALL BE NATURAL, FRIABLE SOIL FROM THE REGION, KNOWN AS BOTTOM AND SOIL, FREE FROM LUMPS, CLAY, TOXIC SUBSTANCES, ROOTS, DEBRIS, VEGETATION, STONES, CONTAINING NO SALT AND BLACK TO BROWN IN COLOR.
5. *ALL LAWN AREAS TO BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED, AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR ARCHITECT PRIOR TO INSTALLATION.*
6. *ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLODS, STICKS, CONCRETE SPOILS, ETC. SHALL BE REMOVED PRIOR TO PLACING TOPSOIL AND ANY LAWN INSTALLATION*
7. CONTRACTOR SHALL PROVIDE (1") ONE INCH OF IMPORTED TOPSOIL ON ALL AREAS TO RECEIVE LAWN.

LANDSCAPE NOTES

1. CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
2. CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
3. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.
4. CONTRACTOR TO PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
5. ALL PLANTING BEDS AND LAWN AREAS TO BE SEPARATED BY STEEL EDGING. NO STEEL TO BE INSTALLED ADJACENT TO SIDEWALKS OR CURBS.
6. ALL LANDSCAPE AREAS TO BE 100% IRRIGATED WITH AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM AND SHALL INCLUDE RAIN AND FREEZE SENSORS.
7. ALL LAWN AREAS TO BE SOLID SOD BERMUDAGRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.

LANDSCAPE TABULATIONS

Street Yard Landscaping			
Standard	**Total Street Yard (Square Feet)**	**Required**	**Provided**
Min. 20% of street yard	40,980 s.f.	8,196	16,125

Street Yard Trees			
Standard	**Total Street Yard (Square Feet)**	**Required**	**Provided**
10,000 to 110,000 10 tree for first 10,000 plus (1) per 2,500 in excess of 10,000 s.f.	40,980 s.f.	22	26- 3' Cal. Trees
Trees required to satisfy other provisions of landscaping requirements and lying within the street yard may be used to satisfy the requirements of other sections.			

Street Buffer Trees			
Standard	**Street Frontage (Linear Feet)**	**Required**	**Provided**
1 per 30 l.f.	Long Prairie Road 730 l.f.	24	25- 3' Cal. Trees
Standard	**Street Frontage (Linear Feet)**	**Required**	**Provided**
1 per 30 l.f.	Waketon Road 209 l.f.	7	7- 3' Cal. Trees

Parking Area Landscaping			
Standard	**No. of Parking Spaces**	**Required**	**Provided**
90 s.f. per 12 spaces	85	638 s.f.	1,656 s.f.

Parking Area Trees			
Standard	**No. of Parking Spaces**	**Required**	**Provided**
1 tree per 10 spaces	85	9	12

OWNER/DEVELOPER	ENGINEER	SURVEYOR
PANCHAL INVESTMENTS 2500 SOUTH MAIN STREET WEATHERFORD, TX 76087 CONTACT: PREM N. PANCHAL TEL: 817-896-7889	TRIANGLE ENGINEERING LLC 1784 MCDERMOTT DRIVE, SUITE 110 ALLEN, TEXAS 75013 CONTACT: KIEW KAM, P.E. TEL: 469-213-2268	TEXAS NATIONAL SURVEYING P.O. BOX 293254 LEWISVILLE, TEXAS 75029 CONTACT: ARTHUR DEAN HODDE TEL: 972-539-7676

PLANT LEGEND

- LARGE CANOPY TREE 3" CALIPER
- LARGE CANOPY TREE 3" CALIPER
- LARGE CANOPY TREE 3" CALIPER
- LARGE CANOPY TREE 3" CALIPER
- LARGE CANOPY TREE 3" CALIPER
- LARGE CANOPY TREE 3" CALIPER

ALL TREES WILL BE SELECTED FROM THE TOWN OF FLOWER MOUND APPROVED LIST. NO MORE THAT 20% OF A TREE SPECIES AND NO MORE THAN 50% OF ANY TREE GENUS IS PREMITTED

- ORNAMENTAL TREE- 8' HT.
- EVERGREEN SHRUB - 24" HEIGHT
- EVERGREEN SCREEN HEDGE- 24" HEIGHT
- ORNAMENTAL SHRUB - 5 GALLON
- ORNAMENTAL SHRUB - 5 GALLON
- ORNAMENTAL SHRUB - 5 GALLON
- ORNAMENTAL GRASS - 5 GALLON
- EVERGREEN GROUNDCOVER- 4" POTS
- BERMUDA GRASS SOLID SOD
- BERMUDA GRASS HYDROMULCH

01 LANDSCAPE PLAN
SCALE 1"=30'-0"
0 15 30 60

LANDSCAPE ARCHITECT
STUDIO GREEN SPOT, INC.
1784 W. McDERMOTT DR.
SUITE 110
ALLEN, TEXAS 75013
(469) 369-4448
CHRIS@STUDIOGREENSPOT.COM

CHRIS TWINAM 2143 REGISTERED LANDSCAPE ARCHITECT STATE OF TEXAS
10.16.2019

MEDICAL OFFICE DEVELOPMENT

LONG PRAIRIE RD & WAKETON RD
FLOWER MOUND, TEXAS

ISSUE:
FOR APPROVAL 09.12.2018
CITY COMMENTS 12.20.2018
CITY COMMENTS 03.01.2019
CITY COMMENTS 08.21.2019
CITY COMMENTS 10.16.2019

DATE:
10.16.2019

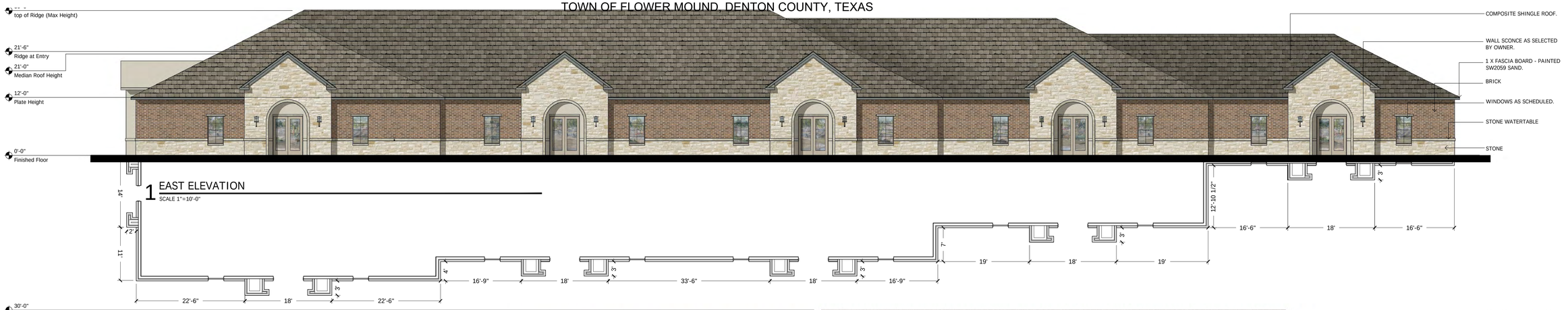
SHEET NAME:
LANDSCAPE PLAN

SHEET NUMBER:

L.1

MEDICAL OFFICE DEVELOPMENT

2.7389 ACRES OF LAND LOCATED IN THE EDWIN MARSH SURVEY, ABSTRACT NO 834
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS



1 EAST ELEVATION
SCALE 1"=10'-0"

2 WEST ELEVATION
SCALE 1"=10'-0"

3 NORTH ELEVATION
SCALE 1"=10'-0"

4 SOUTH ELEVATION
SCALE 1"=10'-0"

MATERIAL TABULATION CHART

LONG PRAIRIE ROAD MEDICAL OFFICE BUILDING

		North	South	East	West
1.	Total Facade S.F.	615 s.f.	993 s.f.	3,670 s.f.	3,497 s.f.
2.	Facade S.F. Excl of Doors and Windows	577.6 s.f.	938 s.f.	3,218 s.f.	3,172.5 s.f.
3.	Doors and Windows S.F.	37.4 s.f.	55 s.f.	452 s.f.	324.5 s.f.
4.	Primary Totals (Min. 80% masonry)	577.6 s.f.	938 s.f.	3,218 s.f.	3,172.5 s.f.
-	Brick	397 s.f.	368 s.f.	1,299 s.f.	1,439 s.f.
-	Stone	180.6 s.f.	570 s.f.	1,919 s.f.	1733.5 s.f.
5.	Secondary Masonry Totals - Not used				

EXTERIOR MATERIAL SCHEDULE

MATERIAL	SUPP./MANUF.	SPECIFICATIONS	COLOR	FINISH/NOTES
BRICK	TRIANGLE	MONTGOMERY	RED-BROWN	-
STONE	CHAMPION STONE CO. OR EQ.	LUEDER ROUGH FACE LIMESTONE OR EQ.	OFF-WHITE	NON-OVERLAPPING
STONE MORTAR	TBD	POLYMER MODIFIED	OFF-WHITE	-
ANODIZED ALUMINUM	KAWNEER OR EQ.	EXTERIOR	DARK BRONZE	FRAME & DOOR FIN.
PAINT	SHERWIN WILLIAMS	EXTERIOR	SW2059 SAND	-
SHINGLE ROOF	GAF OR EQ.	30 YR.	BLK/GREY	COMPOSITE

A. ALL RETAINING/DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.

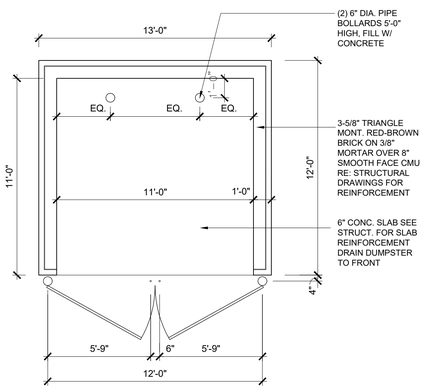
B. ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.

C. ALL ELECTRICAL PANELS AND ASSOCIATED COMPONENTS SHALL BE PAINTED/TEXTURED TO MATCH THE COLOR OF THE BUILDING.

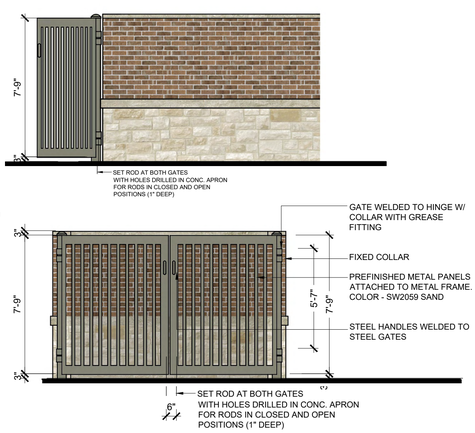
D. DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.

E. SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SUBJECT SITE PLAN/ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.

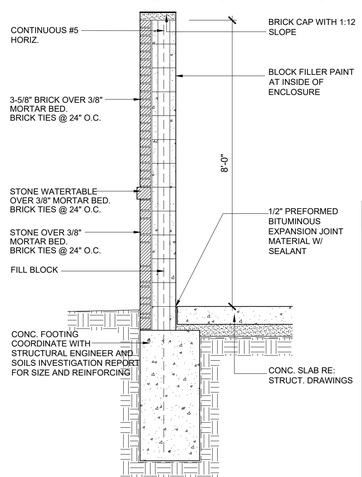
F. ALL EXTERNAL ELECTRICAL PANELS SHALL BE PAINTED/TEXTURED TO MATCH THE MATERIAL AND COLOR OF THE BUILDING.



5 DUMPSTER PLAN - MINIMUM REQUIREMENTS
SCALE 1/4" = 1'-0"



6 DUMPSTER ELEVATIONS - MINIMUM REQUIREMENTS
SCALE 1/4" = 1'-0"

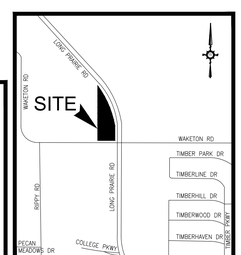


7 DUMPSTER SECTION
SCALE 1/2" = 1'-0"

OWNER/DEVELOPER
B & B CONSTRUCTION LLC.
6612 ADOBE CIRCLE
COLONY, TX 75056
CONTACT: JAMES BULLINGTON
TEL: 469-231-7350

ARCHITECT
HOLTMAN DESIGNWORKS INC
403 US 377 S
ARGYLE, TEXAS 76226
CONTACT: MATTHEW HOLTMAN, RA
TEL: 214-455-5623

SURVEYOR
TEXAS NATIONAL SURVEYING
P.O. BOX 293254
LEWISVILLE, TEXAS 75029
CONTACT: ARTHUR DEAN HODDE
TEL: 972-539-7676



NO.	DATE	DESCRIPTION	BY
#	9/17/19	CONCEPT ELEVATIONS	MH

MEDICAL OFFICE DEVELOPMENT

CONCEPTUAL ELEVATIONS

LONG PRAIRIE RD & WAKETON RD
CITY OF FLOWER MOUND
DENTON COUNTY, TEXAS

DESIGN	DRAWN	DATE	SCALE	PROJECT NO.	SHEET NO.
KP	TT	08/14/18	1":60'	064-18	CE-2

TOWN COUNCIL AGENDA ITEM NO. 27

REGULAR ITEM

DATE: November 4, 2019

FROM: Chuck Russell, Town Planner

ITEM: **Public Hearing to consider an ordinance granting Specific Use Permit No. 459 (SUP19-0008 – Flourish Birth and Wellness Center) to permit a hospital. The property is generally located south of Cross Timbers Road and west of Kirkpatrick Lane (4061 Kirkpatrick Lane). (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its October 28, 2019, meeting.)**

SUMMARY DATA:

- Size – 0.46 acres
- Proposed square feet – Use will occupy 1,900 square feet, the total size of the subject building is 4,047 square feet.
- SMARTGrowth – Passed
- Traffic Analysis – N/A
- Exceptions – N/A
- Incentives – N/A

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

ATTACHMENTS:

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

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

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

PLANNING AND ZONING COMMISSION

AGENDA ITEM NO: 3

REGULAR ITEM

DATE: October 28, 2019

FROM: Chuck Russell, Town Planner

ITEM: **Public Hearing to consider an ordinance granting Specific Use Permit No. 459 (SUP19-0008 – Flourish Birth and Wellness Center) to permit a hospital. The property is generally located south of Cross Timbers Road and west of Kirkpatrick Lane (4061 Kirkpatrick Lane).**

I. ITEM SUMMARY

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

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of this application is to request approval of a Specific Use Permit (SUP-459) to provide for a birthing center facility (hospital) to occupy a portion of the multi-tenant office building within the American National Business Park development. The property is zoned Planned Development District-4 (PD-4) for Retail District-2 (R-2) uses. The proposed use is permitted subject to Town Council approval of a Specific Use Permit.

On July 9, 2007, the Planning and Zoning Commission approved a site plan (SP14-07) to develop six nonresidential buildings in the American National Business Park including a one-story 4,047 square-foot office building on Lot 6. The proposed birthing center use will occupy approximately 1,900 square-feet within this building. No changes are being proposed to the site plan, landscape plan or elevations regarding the subject building.

The applicant has provided background information on the proposed use. Please refer to Attachment B(1) for details. According to the American Association of Birth Centers, a birth center is a health care facility for childbirth where care is provided in the midwifery and wellness model in a freestanding facility. Birth centers are an integrated part of the health care system and are guided by principles of prevention, sensitivity, safety, appropriate medical intervention and cost-effectiveness. While the practice of midwifery and the support of physiologic birth and newborn transition may occur in other settings, this is the exclusive model of care in a birth center.

A birthing center use is currently not defined in the Town's Code of Ordinances. Staff determined the closest use in the Code to a birthing center is a hospital, which necessitated the requirement for a Specific Use Permit.

The developer of the American National Business Park complex was required to provide 17 parking spaces for the subject building based on the medical office requirement of one space per 250 square feet. The subject lot contains 17 parking spaces, and a reciprocal cross access and cross parking agreement exists for the overall development.

The Town Code requires 2 parking spaces for each three beds in a hospital use. According to the applicant, a total 5 employees will be working at the facility by year 3 when they project to meet their target client volume. This would include 3 midwives and 2 RNs that would share call 24-7. The facility will contain 2 Exam Rooms and 2 Birth Suites. The applicant estimates a need for 4 parking spaces during normal clinic hours, but an estimated 8 maximum parking spaces will be needed for 2 deliveries going on at the same time (which will be rare with their anticipated client volume).

III. CORRESPONDENCE

The Town Code requires both public notice in a newspaper of general circulation (Denton Record Chronicle) and notification of the property owners within 200 feet of the subject property for all rezoning requests. At the time this report was written, staff had received no correspondence in support or in opposition to the project. All written correspondence was sent directly to the Planning and Zoning Commission according to the new public communication process.

IV. ATTACHMENTS

A. Background Information

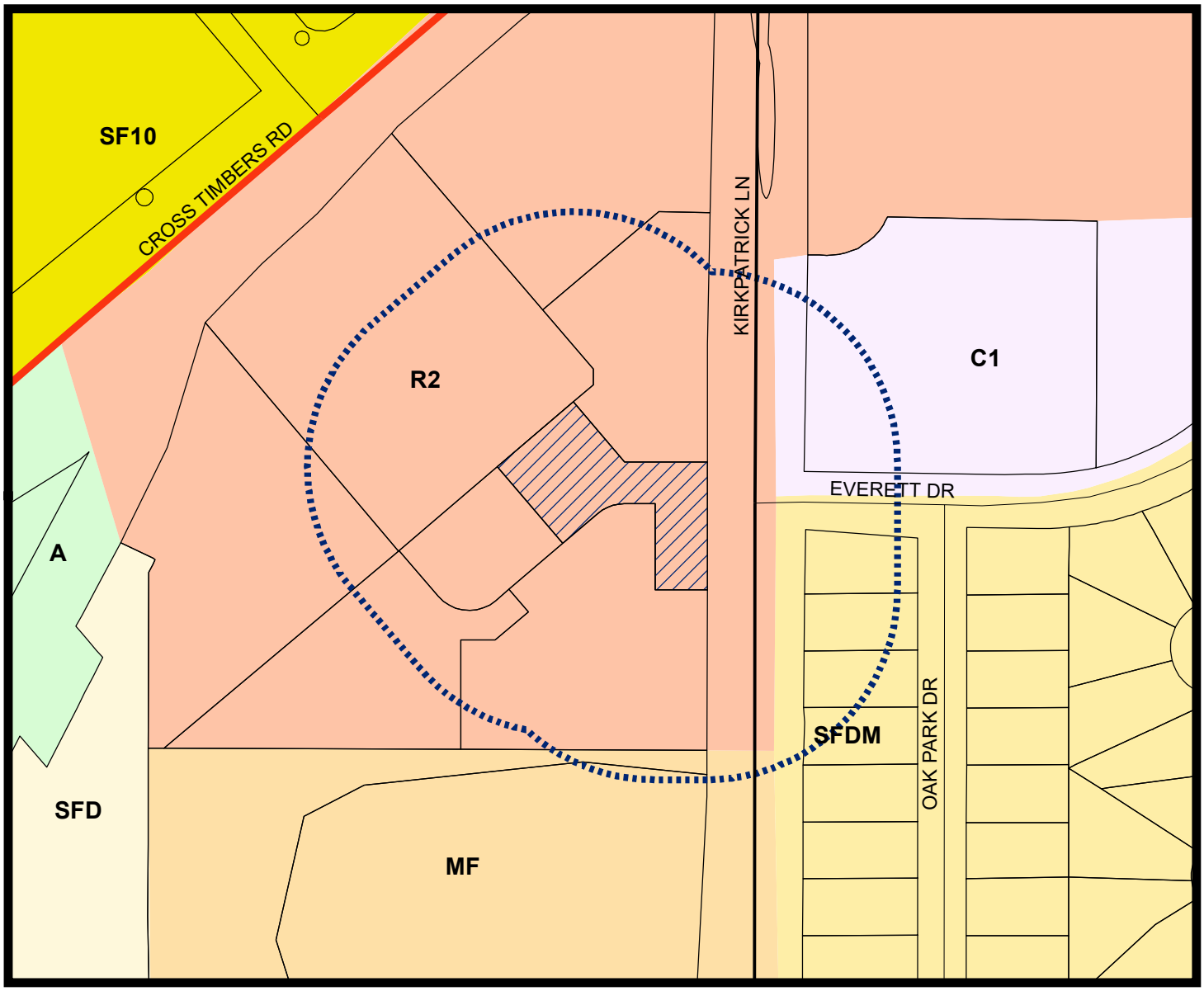
1. Vicinity Map
2. Letter of Intent
3. Approved Site Plan, Landscape Plan and Elevations

B. Application Details

1. Specific Use Permit Package

Vicinity Map

Reference Project: SUP19-0008

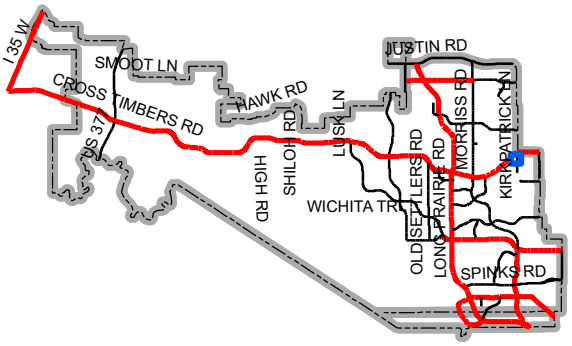


LEGEND

- Agriculture
- Commercial 1
- Multi-Family
- Retail 2
- Single Family 10
- Single Family Density
- Single Family Density Medium

Subject Property

200 ft Notification Buffer around Property



Map Location

0 125 250 500 Feet

140 Red Oak Lane
Flower Mound, TX 75028
214.550.5017
iMarkRealty.com

September 20, 2019

Chuck Russell
Planning Manager
2121 Cross Timbers Road
Flower Mound, Texas 75028
Via email: chuck.russell@flower-mound.com

RE: SUP for Flourish Birthing and Wellness Center, PLC, 4061 Kirkpatrick, Flower Mound, Texas 75028

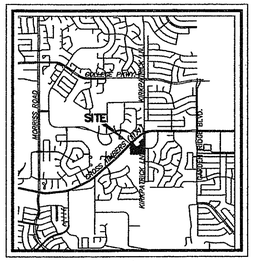
Dear Chuck,
We would like to formally make an application for a SUP on the birthing center we have discussed. Please attach our previous correspondence and research to this application. If there are questions or concerns, please let me know.

Best regards,

Thanks,
MarkGlover

SITE DATA SUMMARY TABLE
LOT 1R-6R, BLOCK A

	LOT 1R BUILDING 1 1211 CROSS TIMBERS RD.		LOT 2R BUILDING 2 1221 CROSS TIMBERS RD.		LOT 3R BUILDING 3 1231 CROSS TIMBERS RD.		LOT 4R BUILDING 4 1241 CROSS TIMBERS RD.		LOT 5R BUILDING 5 1251 CROSS TIMBERS RD.		LOT 6R BUILDING 6 1261 CROSS TIMBERS RD.		TOTAL	
SITE DATA: GROSS SITE AREA	32,414 SF (0.744 AC)		52,953 SF (1.216 AC)		43,569 SF (1.000 AC)		61,743 SF (1.417 AC)		14,026 SF (0.322 AC)		19,846 SF (0.456 AC)		(5.155 AC)	
BUILDING DATA BUILDING HEIGHT	1 STORY		1 STORY		1 STORY		1 STORY		1 STORY		1 STORY		ALL = 1 STORY	
PEAK BUILDING HEIGHT	24' 0-3/4"		24' 4-3/4"		28' 0-1/2"		24' 1-1/4"		29' 0-3/4"		29' 0-3/4"		<35'	
MEAN BUILDING HEIGHT	7' 4"		7' 6"		9' 4"		7' 4-1/4"		9' 10"		9' 10"		<35	
BUILDING SQ. FT.	3,266 SF		8,616 SF		4,168 SF		4,498 SF		4,047 SF		4,047 SF		28,931 SF	
TOTAL BUILDING SQ.FT.	3,266 SF		8,616 SF		4,168 SF		4,498 SF		4,047 SF		4,047 SF		28,931 SF	
ZONING DATA:	RETAIL 2		RETAIL 2		RETAIL 2		RETAIL 2		RETAIL 2		RETAIL 2		RETAIL 2	
PROPOSED USE:	RETAIL		RETAIL		RETAIL		RETAIL		RETAIL		RETAIL			
	PROVIDED	REQUIRED	PROVIDED	REQUIRED	PROVIDED	REQUIRED	PROVIDED	REQUIRED	PROVIDED	REQUIRED	PROVIDED	REQUIRED	PROVIDED	REQUIRED
PARKING SUMMARY: SURFACE PARKING RETAIL/GENERAL BUSINESS (1SP/250 SF)	17 SP	13 SP	45 SP	35 SP	16 SP	17 SP	18 SP	18 SP	15 SP	17 SP	17 SP	17 SP	128 SP	119 SP
HANDICAP PARKING (1 SP/25 SP)	2 SP	1 SP	2 SP	2 SP	2 SP	1 SP	2 SP	1 SP	2 SP	1 SP	2 SP	1 SP	12 SP	7 SP
TOTAL PARKING	17 SP	13 SP	45 SP	35 SP	16 SP	17 SP	18 SP	18 SP	15 SP	17 SP	17 SP	17 SP	128 SP	119 SP
LOADING AREA	0 SP	0 SP	0 SP	0 SP	0 SP	0 SP	0 SP	0 SP	0 SP	0 SP	0 SP	0 SP	0 SP	0 SP
LOT COVERAGE DATA: BUILDING FOOTPRINT	3,266 SF		8,616 SF		4,168 SF		4,787 SF		4,047 SF		4,047 SF		28,931 SF	
LOT COVERAGE (50% MAX)	10.04%		16.3%		9.5%		7.3%		28.9%		20.3%		15%	
IMPERVIOUS AREA	38%	12,315 S.F.	48%	25,552 S.F.	23%	9,978 SF	20%	12,365 SF	74%	10,389 SF	46%	9,455 SF	36%	80,343 SF
PERVIOUS AREA	62%	20,099 S.F.	52%	27,401 S.F.	77%	33,591 SF	80%	49,378 SF	26%	3,637 SF	52%	10,391 SF	64%	144,208 SF
USABLE OPEN SPACE	62%	20,099 S.F.	52%	27,401 S.F.	77%	33,591 SF	80%	49,378 SF	26%	3,637 SF	52%	10,391 SF	64%	144,208 SF



VICINITY MAP
NOT TO SCALE

PAVING LEGEND

PAVING
6" DEPTH 3000 PSI CONCRETE PAVEMENT ON 6" SCARIFIED AND COMPACTED SUBGRADE. COMPACTED TO 95% DENSITY.

FIRELANE PAVING
6" DEPTH 3600 PSI CONCRETE PAVEMENT ON 6" SCARIFIED AND COMPACTED SUBGRADE. COMPACTED TO 95% DENSITY.

DENOTES HVAC UNITS

40 0 40 80
SCALE IN FEET

No.	Date	Revisions	App.
1	01/18/08	LOT NO.4 - REVISED BLDG. FOOTPRINT TO REDUCE IMPACT TO CK. TREES	MSA
2	6/27/07	REVISED DETENTION TO SAVE TREES	MSA
3	01/18/08	REDUCE THE IMPACT TO CK. TREES	
4	05/19/08	CHANGED METER LOCATIONS, NO CURB AT LOT 5, ADDED CURB STOPS, PER TRI-STAR CONSTRUCTION(ASBUILT)	MSA
5	05/19/08	DRIVE NOT CONSTRUCTED	
6	01/03/08	ADDED SCREENING TO PAD (SEE REVISED LANDSCAPE PLAN)	
7	01/03/08	RELOCATED FIRE HYDRANT, ADDED 2 FIRE CONNECTIONS, AND ADDED SCREENING TO PAD (SEE REVISED LANDSCAPE PLAN)	
8	05/19/10	ADDED 6' X 5' STOOP	MSA

Allen & Ridinger Consulting, Inc.
285 W. Southwest Pkwy
Lewisville, Texas 75067
Tel. No. (972) 353-8000
Fax No. (972) 353-8011

STATE OF TEXAS
MICHAEL S. ALLEN
86188
LICENSED
PROFESSIONAL ENGINEER
9/15/10

NOTES:
1. ALL CURB RADII ARE 2.0' UNLESS OTHERWISE NOTED.
2. THERE ARE NO COMMON AREAS FOR THIS PROJECT.
3. PROPOSED LAND USE: RETAIL
4. THERE WILL BE AN RECIPROCAL PARKING AGREEMENT FOR ALL LOTS.
5. A LOADING ZONE WILL NOT BE REQUIRED FOR THIS DEVELOPMENT. IT IS ANTICIPATED THAT THE SITE WILL ONLY HAVE NATIONAL OVERNIGHT DELIVERY SERVICE VEHICLES SERVICING THE OFFICES.
6. THE TOWN OF FLOWER MOUND CONST. STANDARDS APPLY, WHETHER INDICATED ON THESE PLANS OR NOT.
7. OVER HEAD POWER LINES SHALL BE RELOCATED AND PLACED UNDERGROUND PER TOWN STANDARDS.
8. NO CONSTRUCTION SHALL OCCUR WITHIN THE FLOODPLAIN.

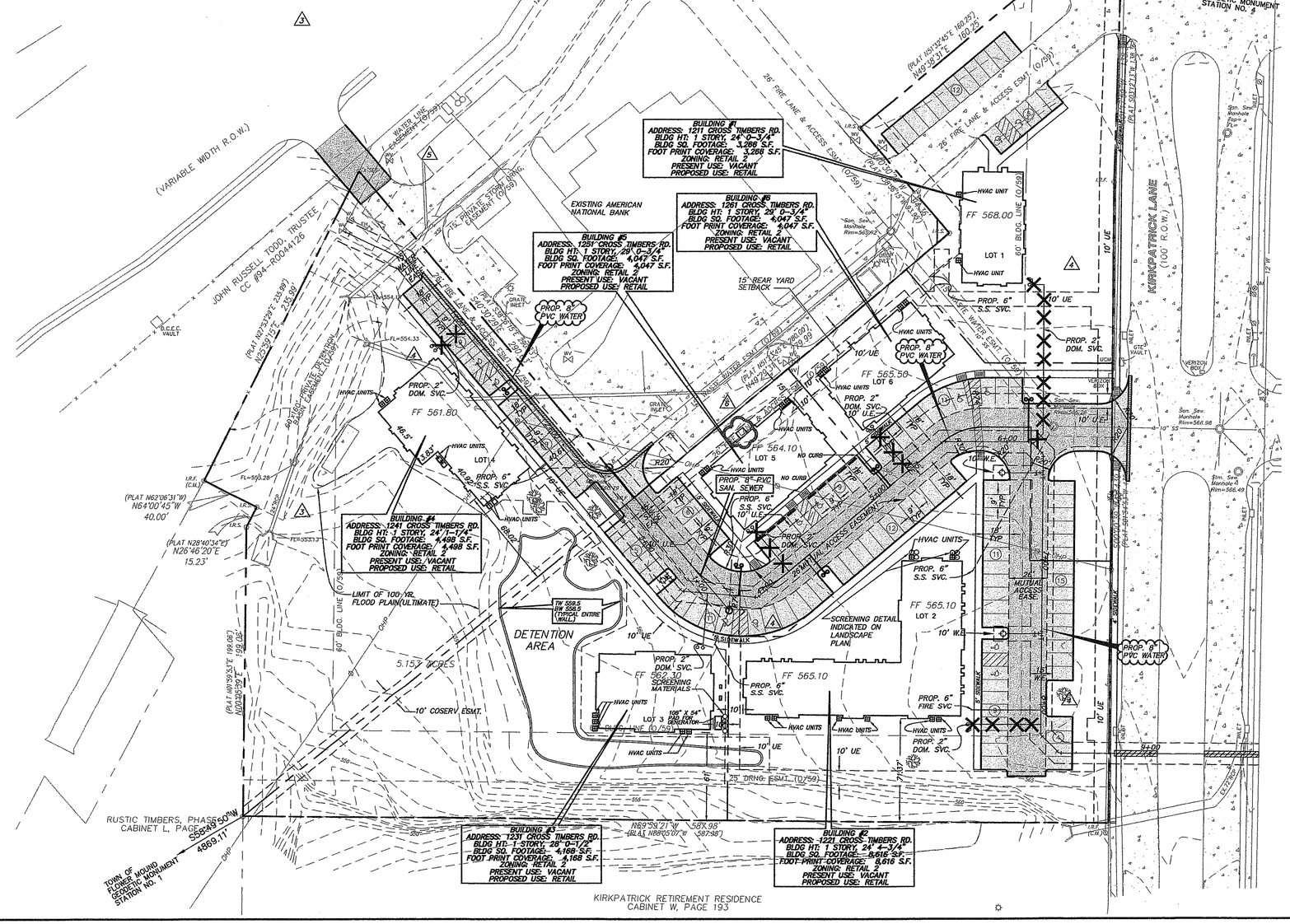
NOTES:
COORDINATE VALUES SHOWN HEREON ARE BASED ON THE TOWN OF FLOWER MOUND GEODETIC CONTROL NETWORK MONUMENT NUMBERS 1 & 4.

T.B.M.

Elevations based on Town of Flower Mound Geodetic Control Network monument numbers 1 and 4.
No. 1=606.73
No. 4=573.43

TBM

"X" cut at east end of inlet located at the north line of Kirkpatrick Lane approximately 240 feet south from the southeast corner of Lot 1, Block 1 of Timber Creek Village recorded in Cabinet O, Slide 59.
Elevation=566.99



REVIEWED
TOWN OF FLOWER MOUND
Released for Construction
Date _____

Town of Flower Mound
Engineering Services Division

RECORD DRAWING
AS PROVIDED BY:
TRI-STAR CONSTRUCTION
DATE: _____

Mr. Ken Prater
Basin Development Co., L.P.
4323 Gloster Road
Dallas, Texas 75220
214-352-6933

WATER METER SIZE TO BE DETERMINED BY MEP AT TIME OF BUILDING CONSTRUCTION.

The Following Plat/Graphic
Case Number SP 14-07
Was Administratively Approved
On Date SEPT. 20, 2010

CONSTRUCTION PLANS FOR AMERICAN NATIONAL BUSINESS PARK

LOTS 1R-7R,BLOCK A
7.153 ACRES
IN THE
ROBERT W. GIBSON SURVEY ABSTRACT No. 458
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

AMERICAN NATIONAL BUSINESS PARK
LOTS 1R-7R, BLOCK A
FLOWER MOUND, TEXAS

AMENDED SITE PLAN

Scale:	1" = 40'
Designed by:	LDR
Drawn by:	LHR
Checked by:	MSA
Date:	AUGUST 8, 2007
Project No.	043-002

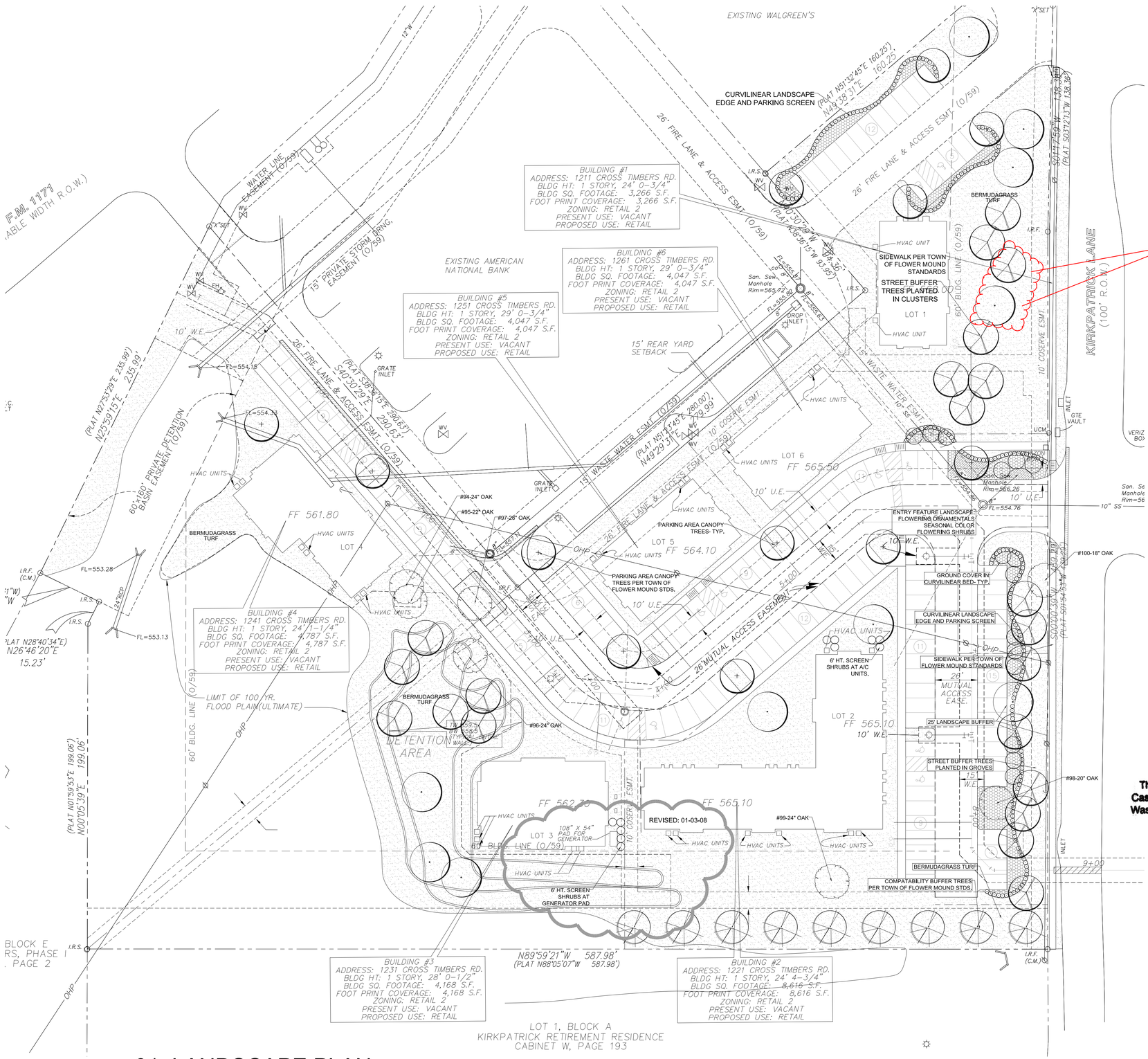
SHEET 1 OF 1

X:\Projects\043-002 Timber Creek Village\SDC-SITE-AMENDED 8-5-10.dwg, 8/13/2010 4:03:19 PM, Jim Hughes, 1:40

NO.	DATE	DESCRIPTION	APP.
NO.5	9-13-07	REV. SITE PLAN	
NO.4	6-14-07	REV. STREETYARD TABULATIONS	
NO.3	5-31-07	PER CITY COMMENTS	
NO.2	5-2-07	PER CITY COMMENTS	
NO.1	3-26-07	PER CITY COMMENTS	

Allen & Ridinger Consulting, Inc.
109 W. Main Street
Lewisville, Texas 75057
Tel. No.(972) 353-8000
Fax No.(972) 353-8011

AMERICAN NATIONAL BUSINESS PARK
LOTS 1R-7R, BLOCK A
FLOWER MOUND, TEXAS


EXISTING WALGREEN'S
EXISTING AMERICAN NATIONAL BANK
F.M. 1171
(VARIABLE WIDTH R.O.W.)
KIRKPATRICK LANE
(100' R.O.W.)
CURVILINEAR LANDSCAPE EDGE AND PARKING SCREEN
BUILDING #1
ADDRESS: 1211 CROSS TIMBERS RD.
BLDG HT: 1 STORY, 24' 0-3/4"
BLDG SQ. FOOTAGE: 3,266 S.F.
FOOT PRINT COVERAGE: 3,266 S.F.
ZONING: RETAIL 2
PRESENT USE: VACANT
PROPOSED USE: RETAIL
BUILDING #6
ADDRESS: 1261 CROSS TIMBERS RD.
BLDG HT: 1 STORY, 29' 0-3/4"
BLDG SQ. FOOTAGE: 4,047 S.F.
FOOT PRINT COVERAGE: 4,047 S.F.
ZONING: RETAIL 2
PRESENT USE: VACANT
PROPOSED USE: RETAIL
BUILDING #5
ADDRESS: 1251 CROSS TIMBERS RD.
BLDG HT: 1 STORY, 29' 0-3/4"
BLDG SQ. FOOTAGE: 4,047 S.F.
FOOT PRINT COVERAGE: 4,047 S.F.
ZONING: RETAIL 2
PRESENT USE: VACANT
PROPOSED USE: RETAIL
BUILDING #4
ADDRESS: 1241 CROSS TIMBERS RD.
BLDG HT: 1 STORY, 24' 1-1/4"
BLDG SQ. FOOTAGE: 4,787 S.F.
FOOT PRINT COVERAGE: 4,787 S.F.
ZONING: RETAIL 2
PRESENT USE: VACANT
PROPOSED USE: RETAIL
BUILDING #3
ADDRESS: 1231 CROSS TIMBERS RD.
BLDG HT: 1 STORY, 28' 0-1/2"
BLDG SQ. FOOTAGE: 4,168 S.F.
FOOT PRINT COVERAGE: 4,168 S.F.
ZONING: RETAIL 2
PRESENT USE: VACANT
PROPOSED USE: RETAIL
BUILDING #2
ADDRESS: 1221 CROSS TIMBERS RD.
BLDG HT: 1 STORY, 24' 4-3/4"
BLDG SQ. FOOTAGE: 8,616 S.F.
FOOT PRINT COVERAGE: 8,616 S.F.
ZONING: RETAIL 2
PRESENT USE: VACANT
PROPOSED USE: RETAIL
SIDEWALK PER TOWN OF FLOWER MOUND STANDARDS
STREET BUFFER TREES PLANTED IN CLUSTERS
LOT 1
LOT 2 FF 565.10
LOT 3
LOT 4 FF 561.80
LOT 5 FF 564.10
LOT 6 FF 565.50
HVAC UNIT
HVAC UNITS
BERMUDAGRASS TURF
ENTRY FEATURE LANDSCAPE: FLOWERING ORNAMENTALS SEASONAL COLOR FLOWERING SHRUBS
PARKING AREA CANOPY TREES- TYP.
PARKING AREA CANOPY TREES PER TOWN OF FLOWER MOUND STDS.
GROUND COVER IN CURVILINEAR BED- TYP.
CURVILINEAR LANDSCAPE EDGE AND PARKING SCREEN
SIDEWALK PER TOWN OF FLOWER MOUND STANDARDS
25' LANDSCAPE BUFFER
STREET BUFFER TREES PLANTED IN GROVES
COMPATABILITY BUFFER TREES PER TOWN OF FLOWER MOUND STDS.
6' HT. SCREEN SHRUBS AT A/C UNITS.
6' HT. SCREEN SHRUBS AT GENERATOR PAD
#94-24" OAK
#95-22" OAK
#97-26" OAK
#96-24" OAK
#99-24" OAK
#98-20" OAK
#100-18" OAK
DETENTION AREA
LIMIT OF 100 YR. FLOOD PLAIN(ULTIMATE)
60' BLDG. LINE (O/59)
26' FIRE LANE & ACCESS ESMT. (O/59)
26' MUTUAL ACCESS EASEMENT
15' REAR YARD SETBACK
15' WASTE WATER ESMT.
10' COSERVE ESMT.
15' PRIVATE STORM DRNG. EASEMENT (O/59)
60'X60' PRIVATE DETENTION BASIN EASEMENT (O/59)
WATER LINE EASEMENT (O/59)
10' W.E.
10' U.E.
(PLAT N25°59'15"E 235.99')
(PLAT N01°05'39"E 199.06')
(PLAT N28°40'34"E) N26°46'20"E 15.23'
(PLAT S89°59'15"E 280.63') S40°30'29"E 280.63'
(PLAT N51°32'45"E 160.25') N49°38'31"E 160.25'
(PLAT S51°32'45"W 138.38') S49°38'31"W 138.38'
(PLAT S89°59'15"E 280.00') S40°30'29"E 279.99'
(PLAT N51°32'45"E 280.00') N49°29'31"E 279.99'
(PLAT S00°05'39"W 454.89') (PLAT S01°15'54"W 454.89')
N89°59'21"W 587.98' (PLAT N88°05'07"W 587.98')
(PLAT N00°05'39"E 199.06')
(PLAT N01°59'53"E 199.06')
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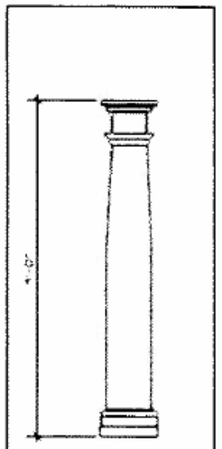
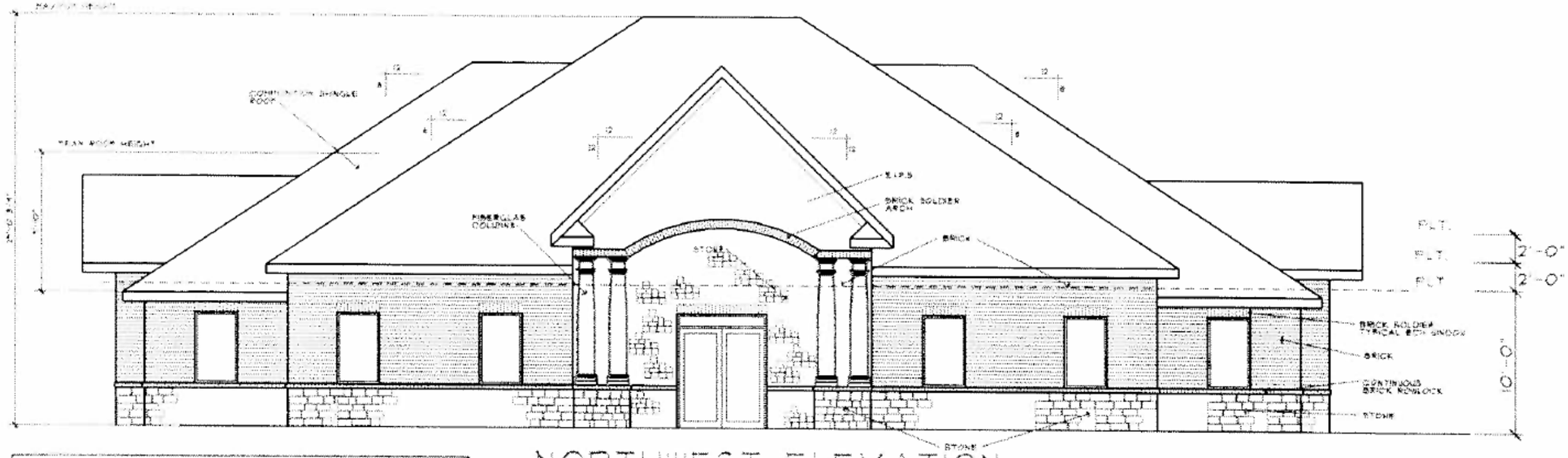




NORTHWEST ELEVATION

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

MATERIALS SPECIFICATIONS

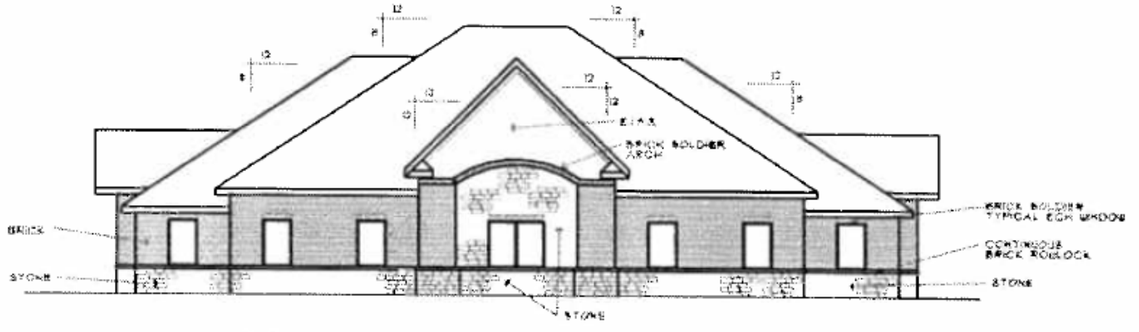
ROOF: TAMKO ROOFING PRODUCTS
HERITAGE SERIES
LAMINATED ASPHALT SHINGLES
WEATHERED WOOD
STONE: LONE STAR STONE, INC
HILL COUNTRY CASTLE STONE
BRICK: ACME BRICK
OLD COLONIAL USED
PAINT: BEHR PREMIUM PLUS
710C-2 RAFFIA CREAM
E.I.F.S.: MATCH BEHR PREMIUM PLUS
710C-1 PARCHMENT PAPER

MATERIALS CALCULATIONS

ELEVATION	E.I.F.S.	STONE	BRICK	FIBERGLAS COLUMN
NORTHWEST	13%	35%	48%	4%
SOUTHEAST	13%	34%	53%	0%
NORTHEAST	14%	32%	53%	2%
SOUTHWEST	14%	38%	40%	2%

NO BUILDING FACADE CONTAINS 50% OR MORE GLASS.

AN EFFORT WILL BE MADE TO NOT PLACE METERS IN HIGHLY VISIBLE AREAS SUCH AS FRONT DOOR FACADES

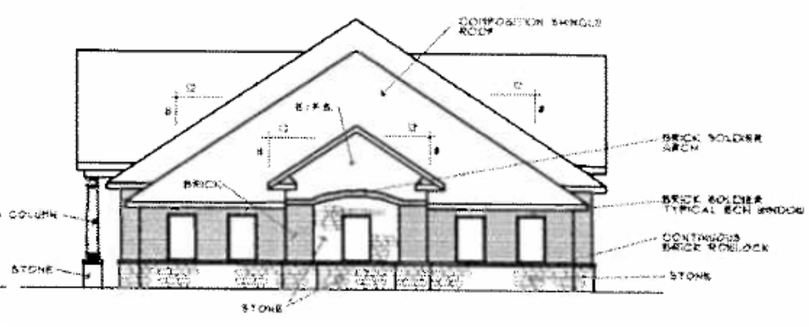


SOUTHEAST ELEVATION

SCALE: 1/8" = 1'-0"

SOUTHWEST ELEVATION

SCALE: 1/8" = 1'-0"



NORTHEAST ELEVATION

SCALE: 1/8" = 1'-0"

ROBERT N. BATSON
ARCHITECT
1602 ALDEN
IRVING, TEXAS 75.61
P & F: 972-254-7857

STAMP

PRELIMINARY: NOT FOR CONSTRUCTION, REGULATORY REVIEW, OR PERMIT.

PROJECT
BUILDING ON LOT #8
AMERICAN NATIONAL
BUSINESS PARKWAY
FLOWER MOUND, TEXAS

REVISIONS

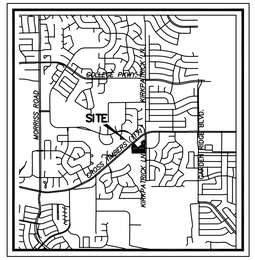
SHEET TITLE
ELEVATIONS

DRAWN BY
SCALE VARIES
JOB #
DATE 04-08-03
SHEET # 2 OF 2

A-2

SITE DATA SUMMARY TABLE
LOT 1R–6R, BLOCK A

	LOT 1R BUILDING 1 1211 CROSS TIMBERS RD.		LOT 2R BUILDING 2 1221 CROSS TIMBERS RD.		LOT 3R BUILDING 3 1231 CROSS TIMBERS RD.		LOT 4R BUILDING 4 1241 CROSS TIMBERS RD.		LOT 5R BUILDING 5 1251 CROSS TIMBERS RD.		LOT 6R BUILDING 6 1261 CROSS TIMBERS RD.		TOTAL	
SITE DATA:														
GROSS SITE AREA	32,414 SF (0.744 AC)		52,953 SF (1.216 AC)		43,569 SF (1.000 AC)		61,743 SF (1.417 AC)		14,026 SF (0.322 AC)		19,846 SF (0.456 AC)		(5.155 AC)	
BUILDING DATA														
BUILDING HEIGHT	1 STORY		1 STORY		1 STORY		1 STORY		1 STORY		1 STORY		ALL = 1 STORY	
PEAK BUILDING HEIGHT	24' 0–3/4"		24' 4–3/4"		28' 0–1/2"		24' 1–1/4"		29' 0–3/4"		29' 0–3/4"		<35'	
MEAN BUILDING HEIGHT	7' 4"		7' 6"		9' 4"		7' 4–1/4"		9' 10"		9' 10"		<35	
BUILDING SQ. FT.	3,266 SF		8,616 SF		4,168 SF		4,787 SF		4,047 SF		4,047 SF		28,931 SF	
TOTAL BUILDING SQ.FT.	3,266 SF		8,616 SF		4,168 SF		4,787 SF		4,047 SF		4,047 SF		28,931 SF	
ZONING DATA:	RETAIL 2		RETAIL 2		RETAIL 2		RETAIL 2		RETAIL 2		RETAIL 2		RETAIL 2	
PROPOSED USE:	RETAIL		RETAIL		RETAIL		RETAIL		RETAIL		RETAIL			
	PROVIDED	REQUIRED	PROVIDED	REQUIRED	PROVIDED	REQUIRED	PROVIDED	REQUIRED	PROVIDED	REQUIRED	PROVIDED	REQUIRED	PROVIDED	REQUIRED
PARKING SUMMARY:														
SURFACE PARKING RETAIL/GENERAL BUSINESS (1SP/250 SF)	17 SP	13 SP	45 SP	35 SP	16 SP	17 SP	18 SP	20 SP	15 SP	17 SP	17 SP	17 SP	128 SP	119 SP
HANDICAP PARKING (1 SP/25 SP)	2 SP	1 SP	2 SP	2 SP	2 SP	1 SP	2 SP	1 SP	2 SP	1 SP	2 SP	1 SP	12 SP	7 SP
TOTAL PARKING	17 SP	13 SP	45 SP	35 SP	16 SP	17 SP	18 SP	20 SP	15 SP	17 SP	17 SP	17 SP	128 SP	119 SP
LOADING AREA	0 SP	0 SP	0 SP	0 SP	0 SP	0 SP	0 SP	0 SP	0 SP	0 SP	0 SP	0 SP	0 SP	0 SP
LOT COVERAGE DATA:														
BUILDING FOOTPRINT	3,266 SF		8,616 SF		4,168 SF		4,787 SF		4,047 SF		4,047 SF		28,931 SF	
LOT COVERAGE (50% MAX)	10.04%		16.3%		9.5%		7.8%		28.9%		20.4%		13%	
IMPERVIOUS AREA	38%	12,315 S.F.	48%	25,552 S.F.	23%	9,978 SF	20%	12,654 SF	74%	10,389 SF	48%	9,455 SF	36%	80,343 SF
PERVIOUS AREA	62%	20,099 S.F.	52%	27,401 S.F.	77%	33,591 SF	80%	49,089 SF	26%	3,637 SF	52%	10,391 SF	64%	144,208 SF
USABLE OPEN SPACE	62%	20,099 S.F.	52%	27,401 S.F.	77%	33,591 SF	80%	49,089 SF	26%	3,637 SF	52%	10,391 SF	64%	144,208 SF



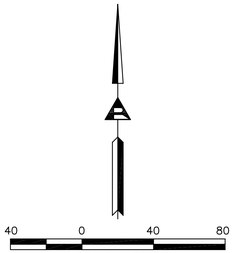
VICINITY MAP
NOT TO SCALE

PAVING LEGEND

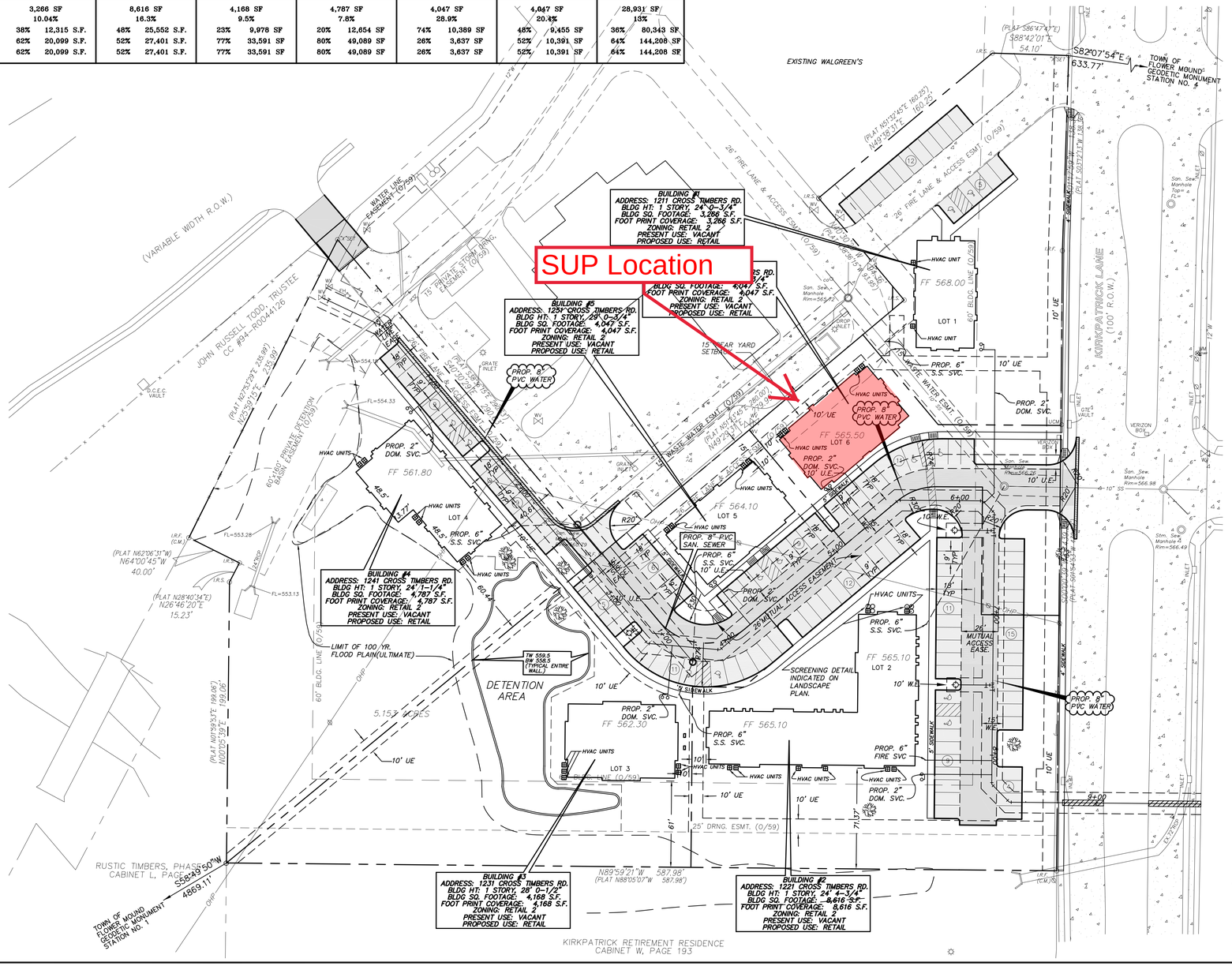
PAVING
6" DEPTH 3000 PSI CONCRETE PAVEMENT ON 6" SCARIFIED AND COMPACTED SUBGRADE. COMPACTED TO 95% DENSITY.

FIRELANE PAVING
6" DEPTH 3600 PSI CONCRETE PAVEMENT ON 6" SCARIFIED AND COMPACTED SUBGRADE. COMPACTED TO 95% DENSITY.

DENOTES HVAC UNITS



NOTES:
1. ALL CURB RADII ARE 2.0' UNLESS OTHERWISE NOTED,
2. THERE ARE NO COMMON AREAS FOR THIS PROJECT.
3. PROPOSED LAND USE: RETAIL
4. THERE WILL BE AN RECIPROCAL PARKING AGREEMENT FOR ALL LOTS.
5. A LOADING ZONE WILL NOT BE REQUIRED FOR THIS DEVELOPMENT. IT IS ANTICIPATED THAT THE SITE WILL ONLY HAVE NATIONAL OVERNIGHT DELIVERY SERVICE VEHICLES SERVICING THE OFFICES.
6. THE TOWN OF FLOWER MOUND CONST. STANDARDS APPLY, WHETHER INDICATED ON THESE PLANS OR NOT.
7. OVER HEAD POWER LINES SHALL BE RELOCATED AND PLACED UNDERGROUND PER TOWN STANDARDS.
8. NO CONSTRUCTION SHALL OCCUR WITHIN THE FLOODPLAIN.



NOTES:
COORDINATE VALUES SHOWN HEREON ARE BASED ON THE TOWN OF FLOWER MOUND GEODETIC CONTROL NETWORK MONUMENT NUMBERS 1 & 4.

T.B.M.

Elevations based on Town of Flower Mound Geodetic Control Network monument numbers 1 and 4.
No. 1=606.73
No. 4=573.43

REVIEWED
TOWN OF FLOWER MOUND
Released for Construction
Date _____

Town of Flower Mound
Engineering Services Division

CONSTRUCTION PLANS FOR AMERICAN NATIONAL BUSINESS PARK

LOTS 1R-7R,BLOCK A
7.153 ACRES
IN THE
ROBERT W. GIBSON SURVEY ABSTRACT No. 458
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

No.	Date	Revisions	App.

Allen & Ridinger Consulting, Inc.
Tel. No. (972) 353–8000
Fax No. (972) 353–8011
285 W. Southwest Pkwy
Lewisville, Texas 75067

STATE OF TEXAS
MICHAEL S. ALLEN
86188
LICENSED
PROFESSIONAL ENGINEER

AMERICAN NATIONAL BUSINESS PARK
LOTS 1R-7R, BLOCK A
FLOWER MOUND, TEXAS

SITE PLAN

Scale:	1" = 40'
Designed by:	LDR
Drawn by:	LHR
Checked by:	MSA
Date:	JUNE 1, 2007
Project No.	043–002

SHEET 1 OF 1

\\Dukes\projects\043-002 Timber Creek Village\DRC-SITE.dwg, 6/1/2007 3:42:41 PM, Jim Hughes, 1:40

ACCESS EASEMENT LINE TABLE		
LINE	BEARING	LENGTH
AE-L1	S89°59'21"E	26.00'
AE-L2	N00°00'39"E	206.34'
AE-L3	S49°29'31"W	141.20'
AE-L4	N40°40'42"W	76.19'
AE-L5	N40°40'42"W	63.09'
AE-L6	S49°29'31"W	141.20'
AE-L7	S89°50'26"W	87.32'
AE-L8	S89°50'26"W	23.10'
AE-L9	S00°00'39"W	206.70'

DRAINAGE EASEMENT LINE TABLE		
LINE	BEARING	LENGTH
DE-L1	N00°00'39"E	33.00'
DE-L2	N89°59'21"W	19.32'
DE-L3	N44°59'21"W	7.07'
DE-L4	N00°00'39"E	56.44'
DE-L5	N63°09'47"E	33.89'
DE-L6	N00°00'00"E	28.36'
DE-L7	N33°00'25"W	21.23'
DE-L8	S56°59'35"W	18.00'
DE-L9	N33°00'25"W	12.00'
DE-L10	N56°59'35"E	18.00'
DE-L11	N33°00'25"W	9.02'
DE-L12	N44°22'59"W	27.26'
DE-L13	N88°32'24"W	12.81'
DE-L14	S01°27'36"W	10.00'
DE-L15	N88°32'24"W	16.00'
DE-L16	N01°27'36"E	10.00'
DE-L17	N88°32'24"W	14.05'
DE-L18	S49°19'18"W	16.11'
DE-L19	N56°33'48"W	41.05'
DE-L20	N59°37'19"W	16.65'
DE-L21	S54°56'50"W	21.54'
DE-L22	S60°54'31"W	24.86'
DE-L23	N31°37'49"E	30.23'
DE-L24	N07°51'33"W	44.97'
DE-L25	N25°59'15"E	14.20'
DE-L26	N37°20'09"W	15.89'
DE-L27	N56°25'04"W	27.92'
DE-L28	S31°30'02"W	10.87'

SANITARY SEWER LINE TABLE		
LINE	BEARING	LENGTH
SSE-L1	S40°25'43"E	127.73'
SSE-L2	S49°34'17"W	15.00'
SSE-L3	N40°25'43"W	127.71'

WATER EASEMENT LINE TABLE		
LINE	BEARING	LENGTH
WE-L1	S65°14'54"E	56.60'
WE-L2	S40°25'43"E	291.92'
WE-L3	S85°30'29"E	45.42'
WE-L4	N49°29'31"E	164.47'
WE-L5	N89°50'26"E	65.56'
WE-L6	S44°59'21"E	18.16'
WE-L7	S00°00'39"W	192.27'
WE-L8	S44°59'21"E	11.60'
WE-L9	S89°59'21"E	30.80'
WE-L10	N89°59'21"W	37.01'
WE-L11	N44°59'21"W	24.03'
WE-L12	N00°00'39"E	68.37'
WE-L13	N89°50'26"E	25.01'
WE-L14	S00°00'00"E	10.00'
WE-L15	S89°50'26"W	25.01'
WE-L16	N00°00'39"E	99.40'
WE-L17	S89°59'21"E	26.49'
WE-L18	S00°39'56"W	10.00'
WE-L19	N89°59'21"W	26.38'
WE-L20	N00°00'39"E	4.50'
WE-L21	N44°59'21"W	5.71'
WE-L22	S89°50'26"W	53.80'
WE-L23	S49°29'31"W	165.17'
WE-L24	N85°30'29"W	57.86'
WE-L25	N40°25'43"W	294.84'
WE-L26	N65°14'54"W	53.63'

UTILITY EASEMENT LINE TABLE		
LINE	BEARING	LENGTH
UE-L1	S00°00'39"W	93.60'
UE-L2	N40°40'42"W	58.58'
UE-L3	N40°40'42"W	40.36'
UE-L4	S49°19'18"W	5.00'
UE-L5	N40°40'42"W	10.00'
UE-L6	N49°19'18"E	15.00'
UE-L7	S40°40'42"E	55.72'
UE-L8	N49°29'31"E	30.43'
UE-L9	S40°40'42"E	53.22'
UE-L10	N49°29'31"E	262.16'
UE-L11	N40°30'29"W	13.99'
UE-L12	S40°30'29"E	19.38'
UE-L13	N89°56'39"E	6.46'

ACCESS EASEMENT CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHD BRG	CHORD
AE-C1	20.00'	35.05'	100°24'12"	N50°11'27"W	30.73'
AE-C2	30.00'	15.77'	30°06'56"	S64°32'59"W	15.59'
AE-C3	56.00'	87.80'	89°49'48"	S85°35'35"E	79.08'
AE-C4	30.00'	47.03'	89°49'48"	S85°35'35"E	42.36'
AE-C5	56.00'	39.44'	40°20'56"	S69°39'59"W	38.63'
AE-C6	20.00'	31.36'	89°49'48"	S44°55'33"W	28.24'

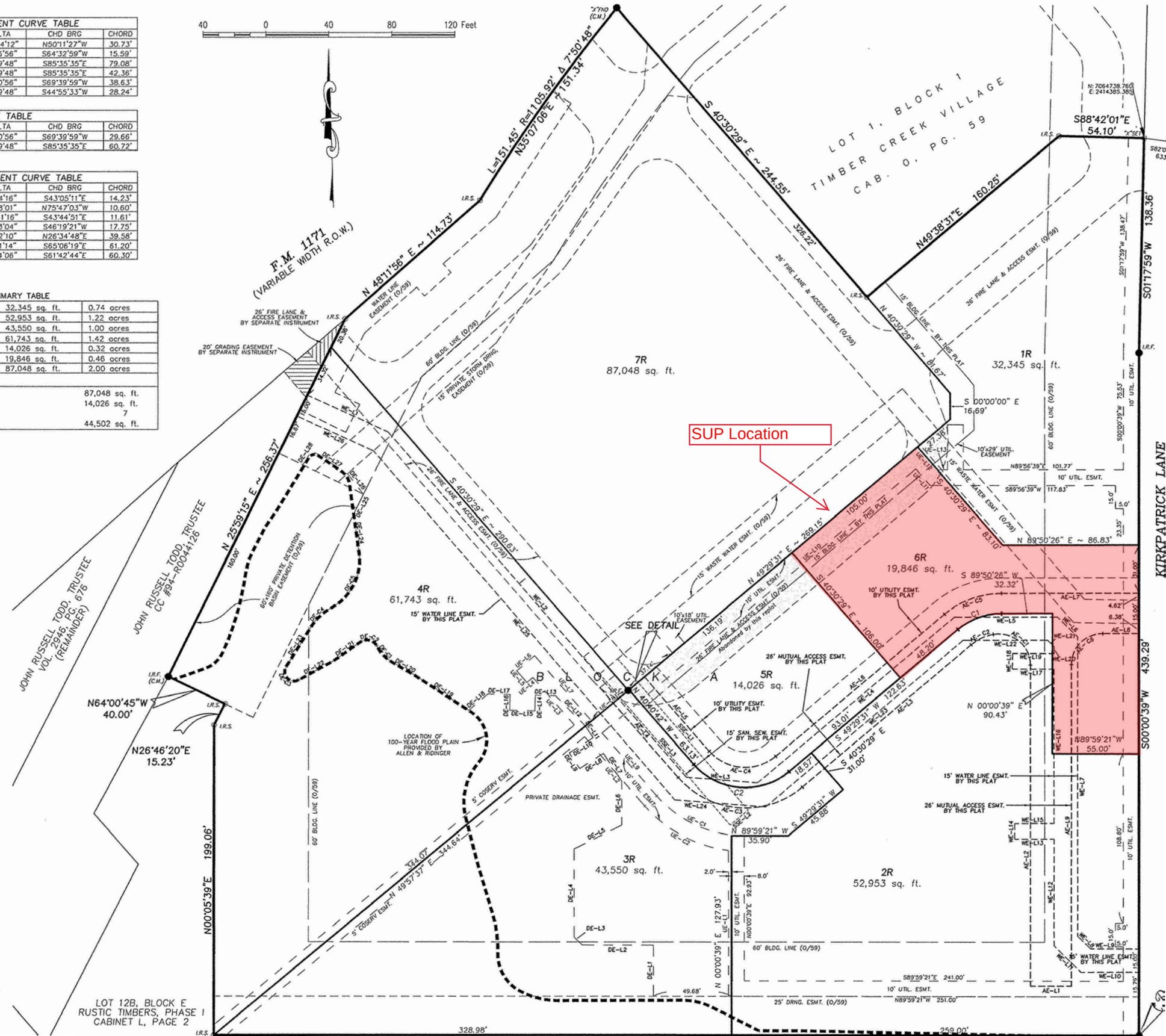
CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHD BRG	CHORD
C1	43.00'	30.28'	40°20'56"	S69°39'59"W	29.66'
C2	43.00'	67.42'	89°49'48"	S85°35'35"E	60.72'

DRAIANGE EASEMENT CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHD BRG	CHORD
DE-C1	25.00'	14.43'	33°04'16"	S43°05'11"E	14.23'
DE-C2	7.00'	12.03'	98°28'01"	N75°47'03"W	10.60'
DE-C3	6.00'	15.78'	150°41'16"	S43°44'51"E	11.61'
DE-C4	35.00'	17.95'	29°23'04"	S46°19'21"W	17.75'
DE-C5	35.00'	42.07'	68°52'10"	N26°34'48"E	39.58'
UE-C1	74.00'	63.10'	48°51'14"	S65°06'19"E	61.20'
UE-C2	84.00'	61.68'	42°04'06"	S61°42'44"E	60.30'

LOT SUMMARY TABLE

Lot 1R	Block A	32,345 sq. ft.	0.74 acres
Lot 2R	Block A	52,953 sq. ft.	1.22 acres
Lot 3R	Block A	43,550 sq. ft.	1.00 acres
Lot 4R	Block A	61,743 sq. ft.	1.42 acres
Lot 5R	Block A	14,026 sq. ft.	0.32 acres
Lot 6R	Block A	19,846 sq. ft.	0.46 acres
Lot 7R	Block A	87,048 sq. ft.	2.00 acres

Max Lot Area	87,048 sq. ft.
Min. Lot Area	14,026 sq. ft.
Max No. Lots	7
Average Lot Size	44,502 sq. ft.



REALTY ADVISORS

140 Red Oak Lane
Flower Mound, TX 75028
214.550.5017
iMarkRealty.com

August 6, 2019

Chuck Russel, AICP
Town Planner
Planning Services Division
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028
Sent via email

Re: Flourish Birth and Wellness Center Zoning

Chuck,

While birthing centers are not new, this one will be the first in Flower Mound. We feel that this facility use is far different than that of a hospital. We offer the following information and attachments for your consideration in determining the zoning classification.

The **American Association of Birth Centers** (AABC) defines a birth center as a home-like setting where care providers, registered Birthing Nurses in our case, provide family-centered care to healthy pregnant women. Most birth centers are located separately from hospitals. The birth center is a maxi-home not a mini-hospital or clinic or outpatient facility. Unlike surgical centers and clinics treating sick people or infected conditions, the birth center represents a healthy, common sense, and natural approach to childbirth.

Pregnancy and childbirth are healthy, normal life events for most women and babies. In birth centers, nurses and staff hold to the "wellness" model of birth, which means that they provide continuous, supportive care and interventions are used only when medically necessary.

The facility is managed by registered birthing nurses and birthing centers are regulated by the State of Texas under **Chapter 244.Birthing Center,** in the **Health and Safety Code** (attached). According to this code, “Birthing Center means a place, facility, or institution at which a woman is scheduled to give birth following a normal, uncomplicated pregnancy, but does not include a hospital… Since no anesthesiologist is on staff, epidurals are not provided.

The AABC did the **National Birth Center Study II** from 2007 to 2010. This study included 15,574 women who received care in 79 midwife-led birth centers in 33 U.S. states.

One of the most important findings of this study was that more than 9 out of 10 women (94%) who entered labor planning a birth center birth achieved a natural birth. In other words, the C-section rate for low-risk women who chose to give birth at a birth center was only 6%—compared to the U.S. C-

section rate of 27% for low-risk women. This means that the C-section rate for women in birth centers is more than 4 times lower than what is seen among low-risk women in the U.S.

Out of the 15,574 women who planned to give birth at a birth center at the start of labor, most women (84%) ended up giving birth at the birth center. Out of the entire sample, 4.5% were referred to a hospital before being admitted to the birth center, 11.9% transferred to the hospital during labor, 2.0% transferred after giving birth, and 2.2% had their babies transferred after birth. Most of the in-labor transfers were first-time moms (82%).

According to the **American Planning Association (APA),** a hospital is an institution providing health services primarily for in-patient medical or surgical care of the sick or injured. Birthing centers are much different, they don't provide health services for in-patient medical or surgical care of the sick or injured.

The **Town of Flower Mound** defines a hospital as an institution that:

(1) Offers services more intensive than those required for room, board, personal services and general nursing care;

(2) Offers facilities and beds for use beyond 24 hours by individuals requiring diagnosis, treatment or care for illness, injury, deformity, infirmity, abnormality, disease or pregnancy; and

(3) Regularly makes available at least clinical laboratory services, diagnostic X-ray services, and treatment facilities for surgery or obstetrical care, or other definitive medical treatment of similar extent.

Flourish Birth and Wellness Center is far different than this definition for a hospital:

1. *Their services are far less intensive than the criteria listed. They assist with the natural birth process. In the event that more intense services are needed, the patient is immediately transferred to a hospital.*
2. *24 hour care is never offered. Patients leave the facility after the birth, either to go home or for more intense care elsewhere.*
3. *The facility does not do clinical laboratory services, X-ray, surgery, obstetrical care, etc.*

Birth centers are a high-value option for maternity care and complement the existing hospital-based system. Care that is provided by birth centers fully meets the "triple aim" vision of healthcare: improving the experience of care, improving the health of populations, and reducing per capita costs of health.

The **American Public Health Association** say this in regards to the type of facility a birthing center should operate in, "The center may be an adaptation of a house and should include birthing rooms; toilet facilities for staff, mothers, and families; bath facilities; storage facilities; examination areas; laundry facilities; sterilizing area; areas for laboratory and emergency equipment; kitchen facilities; and reception and family areas. If office-based prenatal or other health care is provided at the facility, consultation and examining rooms should be separate from the birth center itself. Hand washing facilities should be immediately available to all examining and birth rooms. The center should meet codes for ordinary construction and for water supply and sewage disposal. It should be maintained in a safe, clean, and orderly manner. Residential, professional, or commercial zoning regulations, rather than hospital regulations, should apply to the birth center".

Chuck, we are be glad to come by and visit with you and provide further detail. Below are times that work for us:

August 9th - 11am-4pm (later the better if possible)

August 12th-morning

August 16th-morning

Thank you for your consideration. We look forward to adding this valuable service to our community.

Best Regards,

Mark Glover
Principal & Broker

BUSINESS PLAN

Flourish Birth & Wellness Center

Marsha Gross APRN, CNM, MSN, Owner

Created on August 14, 2019

1. EXECUTIVE SUMMARY

1.1 Product

Flourish Birth & Wellness Center is a health care facility for childbirth where care is provided in the midwifery and wellness model to healthy women anticipating a low-risk pregnancy and birth.

1.2 Customers

Women seeking individualized, compassionate, evidence-based maternity care in an out-of-hospital, safe, supportive environment.

1.3 What Drives Us

Flourish invites women and their families to receive personalized, family-centered care from holistic, professional health care providers where they are supported and respected as well as safe and secure.

2. COMPANY DESCRIPTION

2.1 Mission Statement

Flourish Birth & Wellness Center provides midwifery care that is compassionate, safe, and evidence based. Our goal is to create an environment in which women will feel pride and satisfaction in their birth experience.

2.2 Principal Members

Marsha Gross - Owner, Clinical Director

2.3 Legal Structure

Flourish Birth & Wellness Center is a professional LLC (PLLC) in Flower Mound, Texas.

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO._____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, LAND DEVELOPMENT REGULATIONS, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY APPROVING SPECIFIC USE PERMIT NO. 459 (SUP-459) FOR A HOSPITAL ON CERTAIN PROPERTY DESCRIBED AS 0.46 ACRES OF LAND AND BEING ALL OF LOT 6R, BLOCK A, OF THE AMERICAN NATIONAL BUSINESS PARK ADDITION AND ZONED PLANNED DEVELOPMENT DISTRICT NO. 4 (PD-4) FOR RETAIL DISTRICT-2 (R-2) USES; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town of Flower Mound heretofore adopted the Land Development Regulations of the Town of Flower Mound, as amended, which Ordinance regulates and restricts the location and use of buildings, structures and land for trade, industry, residence and other purposes, and provides for the establishment of zoning districts of such number, shape and area as may be best suited to carry out these regulations; and,

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owner of the property described as 0.46 acres of land and being all of Lot 6R, Block A, of the American National Business Park Addition has filed an application for a Specific Use Permit for an assembly hall; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on October 28, 2019, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on November 4, 2019, with respect to the Specific Use Permit described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Local Government Code, Chapter 78 of the Land Development Regulations, and all other laws dealing with notice, publication and procedural requirements for the approval of a Specific Use Permit on the property; and,

WHEREAS, the Town Council finds that the Specific Use Permit should be granted as outlined herein as it is in the best interest of the Town of Flower Mound and will promote the health, safety and general welfare of the citizens of the Town of Flower Mound and the general public.

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

SECTION 1

The Land Development Regulations of the Town of Flower Mound, Texas, as amended, are hereby amended on the hereinafter described property and area as shown below:

> 0.46 acres of land and being all of Lot 6R, Block A, of the American National Business Park Addition, Denton County, Texas and zoned Planned Development District No. 4 (PD-4).

Specific Use Permit No. 459 is hereby granted to allow a hospital.

SECTION 2

The official map of the Town of Flower Mound is amended and the Executive Director of Development Services is directed to revise the official zoning map to reflect the approved Specific Use Permit, as set forth above.

SECTION 3

The use of the property described above shall be subject to all applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town of Flower Mound including the regulations contained in Planned Development District-24 (PD-24).

SECTION 4

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 5

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

SECTION 6

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 7

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 8

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

SECTION 9

This Ordinance shall 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

TOWN COUNCIL AGENDA ITEM NO. 28

REGULAR ITEM

DATE: November 4, 2019

FROM: Chuck Russell, Town Planner

ITEM: **Public Hearing to consider an ordinance granting Specific Use Permit No. 458 (SUP19-0007 – Four40 Event Center at Parker Square) to permit an assembly hall. The property is generally located northwest of Cross Timbers Road and south of Timber Creek Road. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its October 28, 2019, meeting.)**

SUMMARY DATA:

- Size – 0.3932 acres
- Proposed square feet – Use will occupy 6,077 square feet, the total size of the subject building is 21,533 square feet.
- SMARTGrowth – Passed
- Traffic Analysis – N/A
- Exceptions – N/A
- Incentives – N/A

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

During the P/Z public hearing, the Commission recommended the applicant be allowed to use smaller trees to replace the three large canopy street trees that have been removed from the site.

ATTACHMENTS:

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

LEGAL REVIEW: James Donovan, 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: October 28, 2019

FROM: Chuck Russell, Town Planner

ITEM: **Public Hearing to consider an ordinance granting a Specific Use Permit No. 458 (SUP19-0007 – Four40 Event Center at Parker Square) to permit an assembly hall. The property is generally located northwest of Cross Timbers Road and south of Timber Creek Road.**

I. ITEM SUMMARY

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

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of this application is to request approval of a Specific Use Permit (SUP-459) to provide for an event center (assembly hall) to occupy a portion of Building 400 within the Parker Square development. The property is zoned Planned Development District-24 (PD-24) for Retail District-2 (R-2) and Office District (O) uses. The proposed use is permitted subject to Town Council approval of a Specific Use Permit.

Building 400 is a two-story multitenant building that contains approximately 21,533 square-feet of floor area. The proposed assembly hall use will occupy approximately 6,077 square-feet within this building and will be located on the first floor. No changes are being proposed to the site plan, landscape plan or elevations regarding the subject building.

According to the applicant, the event space will be a turnkey venue, meaning it can accommodate public and private events similar to corporate meetings, weddings, life celebrations and holiday parties, which is consistent with the Town's definition of an assembly hall. The space has a total of 7 rooms, including the 2 dressing rooms, along with the 2 smaller rooms to accommodate smaller meetings space needs. The primary hours of operation will be Monday through Friday from 9:00 a.m. to 5:00 p.m. Hours of operation may vary depending on events that will take place Saturdays and Sundays, along with event timing, but no later than 11:00 p.m. There will be up to 8 staff assisting and operating the event space in addition to a variety of vendors. The maximum capacity seated is up to 150 people and standing/reception is 200 people.

Staff has determined that the required parking ratio for the proposed use is 1 parking space per 3 seats/or persons accommodated. Based on this ratio, this use will require

67 parking spaces. The applicant has indicated this number of spaces is consistent with the estimated demand of a large event taking place.

Parker Square has a reciprocal cross access and cross parking agreement in existence for the overall development. A total of 1,303 parking spaces exist for the development. Approximately 103 spaces were allocated for Building 400 although visitors to this building can park anywhere in the development. Including the proposed event center, the required parking for Building 400 with the current tenant mix is approximately 153 spaces. However, the 67 required parking spaces for the event center will be provided in the two large parking fields east and north of the site (see below).

The proposed event center is centrally located within Parker Square with several retail and restaurant uses in close proximity. To ensure the parking demand created by larger events does not adversely impact nearby businesses, the following conditions are being proposed for this Specific Use Permit:

1. No on-street parking spaces fronting any retail space in the Parker Square Development shall be used as parking for a scheduled event.
2. The parking areas for the subject event center shall be located in the rear parking lots of the Parker Square Development as shown on the attached site plan. All event center attendees must park in these designated areas.
3. The event center will have a valet parking service for all attendees during hours when an event will take place. The valet parking service will be located at the valet ramping area in the dedicated loading zone on the north side of Suite 440-A. The valet parking service can operate two (2) hours before and two (2) hours after a scheduled event.
4. The valet ramping area shall comprise of approximately sixty (60) linear feet of the designated loading zone, as to accommodate a maximum queue of three (3) vehicles.
5. The valet service operator shall maintain a key control booth at the valet ramping location until all cars have been claimed. The valet parking service shall not interfere with the regular flow of vehicular or pedestrian traffic.
6. Mobile stands, tables, chairs, umbrellas, key-boxes and any other objects necessary for the operation of the valet parking service shall be located on the sidewalk in such a manner that a minimum six (6) foot wide clear pedestrian path is maintained at all times. Under no circumstances shall permanent structures or equipment be permitted.
7. No permanent advertising or wayfinding signage shall be placed in the public rights-of-ways for the valet ramping area location. Temporary wayfinding signs may be placed on the sidewalks directly adjacent to the Four40 Event Center building, no earlier than two (2) hours before a scheduled event and must be picked up no later than two (2) hours after a scheduled event.

III. CORRESPONDENCE

The Town Code requires both public notice in a newspaper of general circulation (Denton Record Chronicle) and notification of the property owners within 200 feet of the subject property for all rezoning requests. At the time this report was written, staff had received no correspondence in support or in opposition to the project. All written correspondence was sent directly to the Planning and Zoning Commission according to the new public communication process.

IV. ATTACHMENTS

A. Background Information

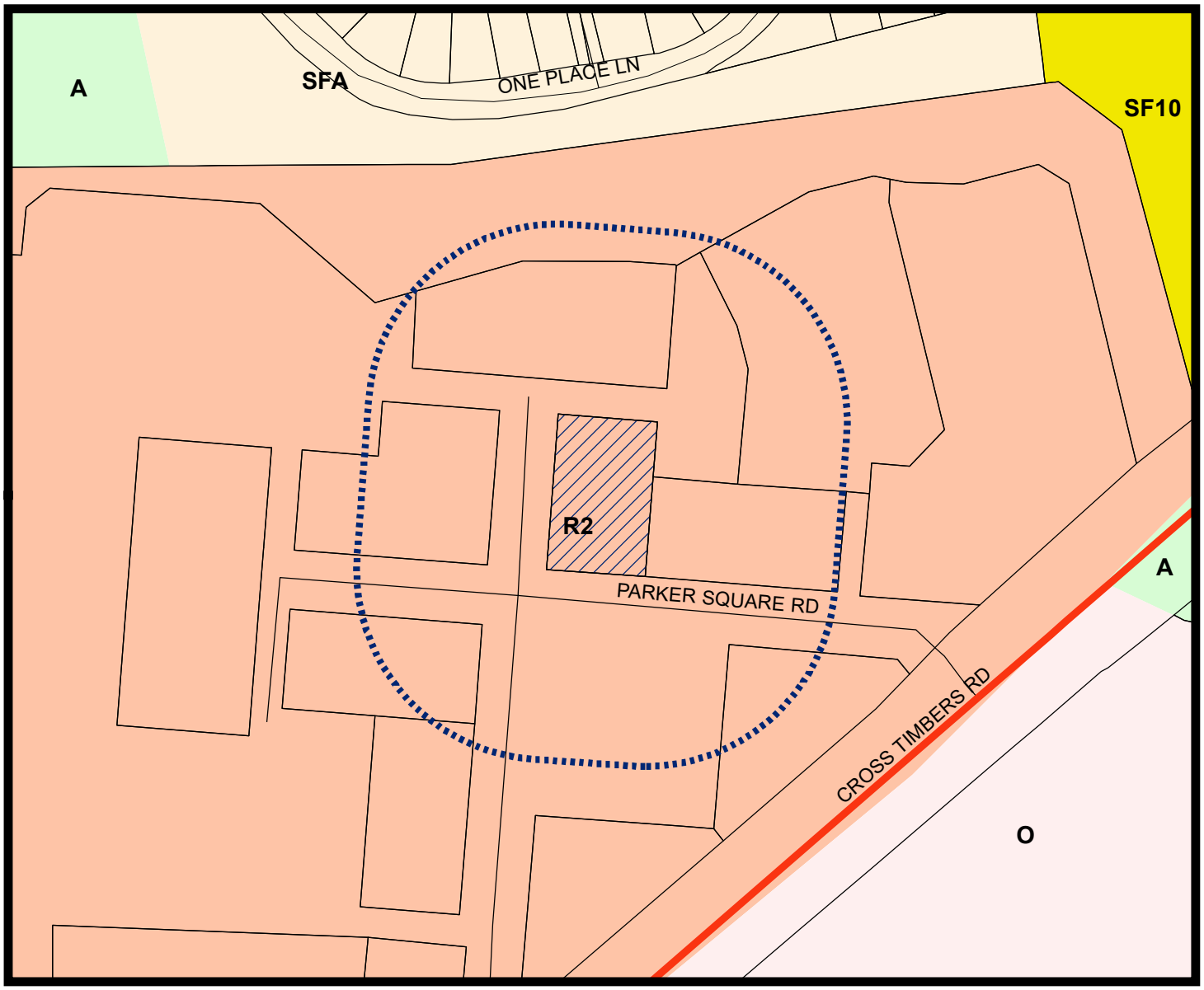
1. Vicinity Map
2. Letter of Intent

B. Application Details

1. Specific Use Permit Package

Vicinity Map

Reference Project: SUP19-0007

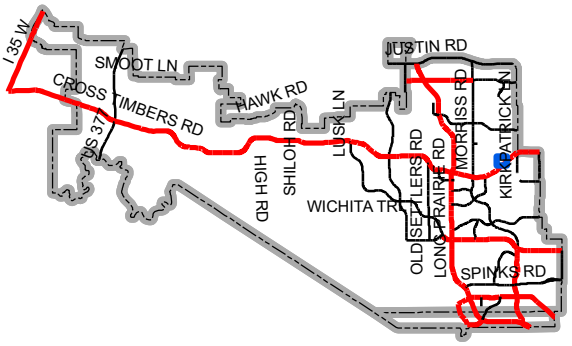


LEGEND

Agriculture | Office | Retail 2 | Single Family 10 | Single Family Attached

Subject Property

200 ft Notification Buffer around Property



Map Location

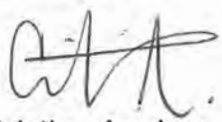
0 125 250 500 Feet

Letter of Intent

It is our intent to operate an event center out of an existing building located at 440 Parker Square, Flower Mound, Texas 75028. This space was previously a modeling studio but became vacant August 2017. The existing building does not require any exterior construction or landscape changes. The interior has minor updates that will be needed, however no major renovations. This event space will be a turnkey venue, meaning it can accommodate public and private events similar to corporate meetings, weddings, life celebrations, holiday parties etc. The space has a total of 7 rooms, including the 2 dressing rooms, along with the two smaller rooms, to accommodate smaller meetings space needs.

The primary hours of operation will be Monday through Friday from 9AM to 5PM. Hours of operation may vary depending on events that will take place Saturdays and Sunday, along with event timing but no later than 11pm. This will allow clean up time for evening weddings. There will be up to 8 staff assisting and operating the event space in addition to a variety of vendors. In Flower Mound, there is not any other event space that is similar. Within the last 2 years, Parker Square's occupancy has increased & more businesses have moved to this area. We believe an event space will serve the locals in a variety of ways. Parker Square Management consistently receives phone calls asking about wedding, meeting and other types of event space. The venue will be called 4Forty Events, which is a reflection of the address- 440 Parker Square. Max capacity seated is up to 150 and standing/reception is 200. We will have a preferred list that will include many Parker Square tenants. The Flower Mound Chamber of Commerce is also located at Parker Square so we would partner with them to promote the venue. We are confident that the space will be a success for us and the town.

Thank you,



Cristina Aguirre
Owner
Four40 EVENTS, LLC
214-673-2731

Cab V Pg 91.0

WHEREAS, FM - PARKER SQUARE, LTD., A TEXAS LIMITED PARTNERSHIP, PARKER PROPERTIES 800, LTD., A TEXAS LIMITED PARTNERSHIP, PARKER PROPERTIES 600, LTD., A TEXAS LIMITED PARTNERSHIP, PARKER PROPERTIES 300/400, LTD., A TEXAS LIMITED PARTNERSHIP, PARKER PROPERTIES 500/700, LTD., A TEXAS LIMITED PARTNERSHIP acting by and through the undersigned, its duly authorized agent, is the sole owner of a 24.556 acre tract of land located in the Robert W. Gibson Survey, Abstract No. 458, Town of Flower Mound, Denton County, Texas, according to the deed recorded in County Clerk's File No. 96-021444, of the Deed Records Denton County, Texas, and being more particularly described as follows:

BEGINNING, at a point for the northwest corner of said survey; same being the northwest corner of said 24.556 acre tract and the southwest corner of an 18.928 acre tract found in Cabinet D, Page 373, of the Denton County Plat Records from said point a found fence corner bears North 26 degrees 40 minutes 38 seconds West, a distance of 0.97 feet;

THENCE, South 89 degrees 12 minutes 45 seconds East, along the common line of said 24.556 acre tract and said 18.928 acre tract, a distance of 500.97 feet, to a 5/8-inch iron rod with "Gonzalez and Schneeberg" cap found for corner;

THENCE, North 83 degrees 22 minutes 40 seconds East, continuing along said common line, a distance of 644.99 feet, to a 1/2-inch iron rod found for corner, said point being the most northerly corner of said 24.556 acre tract and the southeast corner of said 18.928 acre tract and a point in the west line of a 56.9 acre tract found in Cabinet A, Page 163, of the Deed Records, Denton County, Texas;

THENCE, South 51 degrees 46 minutes 20 seconds East, a distance of 84.02 feet, to a 5/8-inch iron rod with "Gonzalez and Schneeberg" cap found for corner, said corner being the most easterly northeast corner of said 24.556 acre tract and a point in the west line of said 56.9 acre tract;

THENCE, South 14 degrees 10 minutes 50 seconds East, a distance of 276.14 feet, to a 5/8-inch iron rod with "Gonzalez and Schneeberg" cap found for corner, on the northwest right-of-way line of F.M. 1171, from which a 5/8 inch iron rod found bears South 14 degrees 10 minutes 50 seconds East, a distance of 24.99 feet;

THENCE, South 45 degrees 08 minutes 48 seconds West, along the northwest right-of-way line of F.M. 1171, a distance of 478.11 feet, to a 5/8-inch iron rod with "Gonzalez and Schneeberg" cap found for corner;

THENCE, South 50 degrees 23 minutes 40 seconds West, continuing along said northwest right-of-way, a distance of 1215.30 feet, to a 5/8-inch iron rod found for corner, said corner being the southwest corner of said 24.556 acre tract, and the southeast corner of a tract found in Cabinet K, Pages 33 and 34, of the Deed Records, Denton County, Texas;

THENCE, North 00 degrees 00 minutes 00 seconds East, along the common line of said 24.556 acre tract and said Tract found in Cabinet K, Pages 33 and 34, passing an iron rod found at a distance of 1018.32 feet, and passing a 5/8-inch iron rod found at a distance of 1301.27 feet, and in all a distance of 1364.20 feet, to the POINT OF BEGINNING;

CONTAINING, 1,069,659 square feet or 24.5560 acres of land, more or less.

NOTES:
1. ALL EASEMENTS SHOWN HEREON ARE RECORDED IN CABINET O, PAGE 119, PLAT RECORDS, DENTON COUNTY, TEXAS, UNLESS OTHERWISE SHOWN

2. ALL INTERIOR LOT CORNERS ARE "•" CUT IN CONCRETE SET.

3. BEARINGS ARE BASED ON THE COMMON LINE PARKER SQUARE AND TIMBER CREEK COMMINUTY DEVELOPMENT BEARING N 00°00'00" W AS DEPICTED ON THE RECORDED PLATS OF EACH AND AS FOUND MONUMENTED ON THE GROUND.

4. GPS COORDINATE DERIVED FROM TOWN OF FLOWER MOUND GEODETIC CONTROL NETWORK POINT NO. 4

LEGEND
PROPERTY LINE

60 0 60 120
Scale In Feet

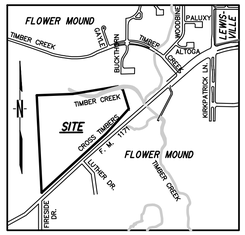
LOCATION MAP
1"=1000'

Point of Beginning
NAD 83 COORDINATES
X = 7064530.9941
Y = 2489261.0565

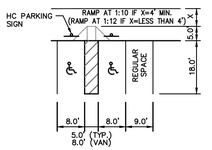
FENCE POST BEARS N 26°40'38" W 0.97'
5/8" IRR
S 53°24'44" W 31.67'
N 05°23'56" E 60.00'
N 04°36'05" W 38.51'
S 89°12'45" E
N 84°36'22" W 2.00'
CAB. B, PG. 30 D.R.D.C.T.
IRF
ONE PLACE CAB. D, PG. 373
500.97'
TRACT 14 WESTERN PARKING LOT V. 4071, P. 2235
1364.20'
S 84°36'07" E 158.72'
S 84°36'07" E 304.46'
273.00'
N 05°23'41" W
S 05°23'41" W
LOT 4, BLOCK 1
LOT 4R, BLOCK 1
700 PARKER SQUARE
38,143 sq.ft.
0.8756 acres
TIMBER CREEK COMMUNITY DEVELOPMENT CAB. K, PG. 33 & 34 D.R.D.C.T.
N 00°00'00" W
LOT 1R, BLOCK 1
LOT 1R-A, BLOCK 1
631,432 sq.ft.
14.4958 acres
TOTAL=
1,069,659 sq.ft.
24.5560 acres
50' CITGO EASEMENT CO. CLERK NO. 97 R0082037
SUP Location
LOT 3, BLOCK 1
800 PARKER SQUARE
21,315 sq.ft.
0.4893 acres
LOT 5, BLOCK 1
600 PARKER SQUARE
28,686 sq.ft.
0.6585 acres
LOT 6, BLOCK 1
400 PARKER SQUARE
17,127 sq.ft.
0.3932 acres
LOT 2, BLOCK 1
900 PARKER SQUARE
21,158 sq.ft.
0.4857 acres
LOT 7, BLOCK 1
300 PARKER SQUARE
21,390 sq.ft.
0.491l acres
LOT 13R, BLOCK 1
500 PARKER SQUARE
31,036 sq.ft.
0.7125 acres
LOT 14X, BLOCK 1
120,344 sq.ft.
2.7627 acres
15' WASTEWATER EASEMENT CAB. O, PG. 119 P.R.D.C.T.
COMMON INGRESS & EGRESS EASEMENT AND FIRE LANE CAB. T, PG. 86 P.R.D.C.T.
15' WATER EASEMENT CAB. O, PG. 119 P.R.D.C.T.
15' LONE STAR GAS EASEMENT CAB. O, PG. 119 P.R.D.C.T.
ROADWAY EASEMENT 21,033 sq.ft. 0.4828 acres
25' BUILDING SETBACK CAB. O, PG. 119 P.R.D.C.T.
5/8" IRON ROD W/ "GONZALEZ & SCHNEEBERG" CAP FOUND
S 89°00'21" E 116.38'
S 84°08'05" E 65.26'
S 61°48'30" W 55.86'
N 76°48'47" E 79.04'
S 67°40'18" E 36.10'
S 67°41'07" E 62.69'
N 76°28'33" E 80.16'
N 67°59'25" W 55.86'
S 51°46'20" E 84.02'
1/2" IRF
FLOWER MOUND NEW TOWN TIMBER CREEK COMMUNITY VOL. 9, PG. 48
276.14'
S 14°10'50" E
TIMBER CREEK
LIMIT OF 100-YEAR FLOOD PLAIN PER APPROVED FEMA CONDITIONAL LETTER OF MAP REVISION CASE NUMBER 98-06-164R, ISSUED JANUARY 8, 1998
TRACT 15 EASTERN PARKING LOT V. 4071, P. 2235
LOT 1R-A (MS PT)
Replat 2017-072
N 83°22'40" E
644.99'
S 50°23'40" W
1215.30'
S 45°08'48" W
478.11'
S 50°23'43" E 78.84'
S 72°07'28" W 83.43'
S 50°23'43" E 78.84'
S 72°07'28" W 83.43'
N 05°23'43" W 187.28'
S 84°36'18" E 104.75'
N 84°36'18" W 104.75'
S 05°23'43" E 187.28'
N 05°23'40" E 163.50'
S 05°23'42" E 163.50'
S 84°36'18" E 104.75'
N 84°36'18" W 104.75'
S 05°23'43" E 187.28

SITE DATA TABLE

OWNER'S/APLICANTS NAME AND ADDRESS	PARKER ASSETS I, LLC 2050 HALL JOHNSON ROAD, SUITE 210 GRAPEVINE, TEXAS 76051 ATTN: CURTIS SHORE, MANAGER PH. (214) 697-2523 email: curtis.shore@verizon.net
PROPERTY ADDRESS	100 PARKER SQUARE
EXISTING ZONING	PD 24 W/R1 USES
LEGAL DESCRIPTION	LOT 8R-A, BLOCK 1 PARKER SQUARE ADDITION
SITE ACREAGE	85,089 sq.ft., 1.953 acres
PROPOSED USE	OFFICE
CURRENT LAND USE	VACANT
SQUARE FOOTAGE OF BUILDING	31,325 sq.ft.
SITE FLOOR AREA RATIO	0.169 TO 1
BUILDING COVERAGE	18.49%
NO. OF STORIES AND HEIGHT OF BUILDING	2-STORY, MAX. HT.=35.25'
SQUARE FEET OF GROUND COVERAGE	15730 sq.ft.
TOTAL PARKING SPACES	
REQUIRED	1,214 Total Spaces
PROVIDED	1,252 regular 51 handicap



LOCATION MAP
1"=1000'



90° PARKING DETAIL
N.T.S.

LEGEND

- POWER POLE
- WATER METER
- WATER VALVE
- LIGHT STANDARD
- TRANSFORMER
- FIRE HYDRANT
- CLEANOUT
- IRRIGATION CONTROL VALVE
- JUNCTION BOX
- WATER VAULT
- GAS METER
- GAS VALVE
- METAL SIGN
- POWER POLE ANCHOR
- SANITARY SEWER MANHOLE
- OVERHEAD POWER LINE
- FENCE
- NEW CONSTRUCTION
- DETENTION AREA
- PROPERTY LINE

60 0 60 120
1" = 60'
Scale in Feet

THE FOLLOWING REPRESENTS THE APPROVED DOCUMENT / GRAPHIC
P & Z Nov. 14, 2106
T C NA
SEE FILE FOR CONDITIONS SP16-0025

PARKING SUMMARY TABLE FOR 100 PARKER SQUARE:

USE	FACTOR	USEABLE AREA	SPACES REQUIRED
SEE CALCULATIONS ON SHEET C6			
TOTALS		31,325 SF	138

PARKING SUMMARY TABLE FOR 300 PARKER SQUARE:

USE	FACTOR	USEABLE AREA	SPACES REQUIRED
RESTAURANT	1/75 SF	3,200 SF	43
RETAIL	1/250 SF	10,863 SF	44
OFFICE	1/300 SF	13,621 SF	46
TOTALS		27,684 SF	133

PARKING SUMMARY TABLE FOR 400 PARKER SQUARE:

USE	FACTOR	USEABLE AREA	SPACES REQUIRED
RESTAURANT	1/75 SF	2,800 SF	38
RETAIL	1/250 SF	7,716 SF	31
OFFICE	1/300 SF	10,210 SF	34
TOTALS		20,726 SF	103

PARKING SUMMARY TABLE FOR 500 PARKER SQUARE:

USE	FACTOR	USEABLE AREA	SPACES REQUIRED
HEALTH CLUB	1/250 SF	37,460 SF	150
OFFICE	1/300 SF	12,242 SF	41
TOTALS		49,702 SF	191

PARKING SUMMARY TABLE FOR 600 PARKER SQUARE:

USE	FACTOR	USEABLE AREA	SPACES REQUIRED
RETAIL	1/250 SF	18,960 SF	76
OFFICE	1/300 SF	18,960 SF	64
TOTALS		37,920 SF	140

PARKING SUMMARY TABLE FOR 700 PARKER SQUARE:

USE	FACTOR	USEABLE AREA	SPACES REQUIRED
OFFICE	1/300 SF	45,948 SF	154
TOTALS		45,948 SF	154

PARKING SUMMARY TABLE FOR 800 PARKER SQUARE:

USE	FACTOR	USEABLE AREA	SPACES REQUIRED
RESTAURANT	1/75 SF	5,325 SF	114
RETAIL	1/250 SF	8,617 SF	78
OFFICE	1/300 SF	14,150 SF	93
TOTALS		28,092 SF	154

PARKING SUMMARY TABLE FOR 900 PARKER SQUARE:

USE	FACTOR	USEABLE AREA	SPACES REQUIRED
RESTAURANT	1/75 SF	3,200 SF	43
RETAIL	1/250 SF	10,863 SF	44
OFFICE	1/300 SF	13,621 SF	46
TOTALS		27,684 SF	133

PARKING SUMMARY TABLE FOR 1100 PARKER SQUARE:

USE	FACTOR	USEABLE AREA	SPACES REQUIRED
RESTAURANT	1/75 SF	4,000 SF	53
RETAIL	1/250 SF	9,844 SF	39
OFFICE	1/300 SF	13,301 SF	44
TOTALS		27,145 SF	136

PARKING SUMMARY TABLE FOR 1200 PARKER SQUARE:

USE	FACTOR	USEABLE AREA	SPACES REQUIRED
RETAIL	1/250 SF	5,463 SF	22
OFFICE	1/300 SF	25,410 SF	85
TOTALS		27,521 SF	107

TOTAL NUMBER OF SPACES REQUIRED FOR ALL PHASES = 1,389
PER THE APPROVED ORDINACE FOR PARKER SQUARE SHARED PARKING THE REQUIRED NUMBER OF SPACES ARE REDUCED BY 12.6 PERCENT.
1,389 REQUIRED SPACES X 12.6% = 175 SPACE REDUCTION
ADJUSTED NUMBER OF SPACES REQUIRED = 1,389-175 = 1,214 SPACES

TOTAL SPACES PROVIDED AT COMPLETION OF 100 PARKER SQUARE = 1303 SPACES

NOTE:
THE EXISTING ABOVE GROUND UTILITY LINES AND POLES THAT EXIST ALONG FM 1171 WILL BE REQUIRED TO BE BURIED AND THE EXISTING UTILITY POLES REMOVED PRIOR TO THE TOWN ISSUING A BUILDING PERMIT OR ACCEPTING THE IMPROVEMENTS.

FENCE POST BEARS N 26°40'38" W 0.97'
5/8" IRF
62.93'
S 89°12'45" E
8' TRAIL
500.97'
ONE PLACE
CAB. D, PG. 373
CAB. B, PG. 30 D.R.D.C.T.
IRF
1364.20'
N 00°00'00" W
TIMBER CREEK COMMUNITY DEVELOPMENT
CAB. K, PG. 33 & 34
D.R.D.C.T.
N 83°22'40" E
644.99'
Event Center Parking Fields
LOT 14X, BLOCK 1
120,344 sq.ft.
2.7627 acres
LOT 4R, BLOCK 1
700 PARKER SQUARE
30,143 sq.ft.
0.6756 acres
FIRELANE
LOT 13R, BLOCK 1
500 PARKER SQUARE
31,035 sq.ft.
0.725 acres
LOT 5, BLOCK 1
600 PARKER SQUARE
28,686 sq.ft.
0.6585 acres
COMMON INGRESS & EGRESS EASEMENT AND FIRE LANE CAB. T, PG. 86 P.R.D.C.T.
10' WIDE LOADING ZONE
DUMPSTER AREA
REMAINDER OF LOT 1R-A, BLOCK 1
489,739 sq.ft
11.243 acres
TOTAL= 1,069,659 sq.ft. 24.5560 acres
50' ATMOS GAS EASEMENT VOL. 92, PG. 2037
LOT 3, BLOCK 1
800 PARKER SQUARE
21,315 sq.ft.
0.4893 acres
LOT 6, BLOCK 1
700 PARKER SQUARE
17,127 sq.ft.
0.3932 acres
PROPOSED LOT 13, BLOCK 1
56,604 sq.ft.
1.299 acres
8' TRAIL
LOT 7, BLOCK 1
300 PARKER SQUARE
21,390 sq.ft.
0.491 acres
Valet Stand
LOT 2, BLOCK 1
900 PARKER SQUARE
21,198 sq.ft.
0.4867 acres
COMMON INGRESS & EGRESS EASEMENT AND FIRE LANE CAB. T, PG. 86 P.R.D.C.T.
15' LONE STAR GAS EASEMENT CAB. O, P. 119 P.R.D.C.T.
25' LANDSCAPE BUFFER, AREA B
FIRELANE
6" FIRE LINE
TOWER CRANE SWING ZONE
15' LONE STAR GAS EASEMENT CAB. O, P. 119 P.R.D.C.T.
43,112 sq.ft.
0.9897 acres
LOT 12R, BLOCK 1
1200 PARKER SQUARE
ABANDONED 8" WATER LINE
1100 PARKER SQUARE
LOT 11R, BLOCK 1
23,323 sq.ft.
0.5354 acres
15' WASTEWATER EASEMENT CAB. V, P. 470 P.R.D.C.T.
REMAINDER OF LOT 1R-A, BLOCK 1
489,739 sq.ft
11.243 acres
LOT 10R, BLOCK 1
1000 PARKER SQUARE
24,467 sq.ft.
0.5617 acres
25' BUILDING SETBACK CAB. O, P. 119 P.R.D.C.T.
25' LANDSCAPE BUFFER, AREA A
COMMON INGRESS & EGRESS EASEMENT AND FIRE LANE CAB. T, PG. 86 P.R.D.C.T.
85,089 sq.ft.
1.953 acres
LOT 8R-a, BLOCK 1
100 PARKER SQUARE
25' BUILDING SETBACK CAB. O, P. 119 P.R.D.C.T.
15' LONE STAR GAS EASEMENT CAB. O, P. 119 P.R.D.C.T.
FLOWER MOUND NEW TOWN TIMBER CREEK COMMUNITY VOL. 9, PG. 48
S 51°46'20" E
84.02'
276.14'
S 14°10'50" E
478.11'
S 45°08'48" W
1215.30'
S 50°23'40" W
5/8" IRF
15' UTILITY EASEMENT CAB. V, P. 470 P.R.D.C.T.
15' WASTEWATER EASEMENT CAB. V, P. 470 P.R.D.C.T.
CONCRETE PAVEMENT
EX. 36" RCP
EX. 54" RCP
12" WATER
UG TELE
OHP
V.E.
CROSS TIMBERS ROAD
(F. M. 1171)
(VARIABLE WIDTH RIGHT-OF-WAY)
120.0'
FIRESIDE DRIVE
LUTHER LANE

BENCHMARKS:
BM 1: "□" CUT FOUND ON TOP OF THE NORTHEAST CORNER OF TIMBER CREEK RD. & NORTH BRIDGE OVER TIMBER CREEK. ELEV. = 565.09
BM 2: "□" CUT SET ON THE NOSE OF MEDIAN OF FM 1171 ON THE WEST SIDE OF TIMBER CREEK. ELEV. = 566.44

REVIEWED
TOWN OF FLOWER MOUND
Released for Construction
Date_____
Town of Flower Mound
Engineering Services Division

PARKER SQUARE
FLOWER MOUND, TX.

OWNER:
PARKER ASSETS I, LLC
2050 HALL JOHNSON ROAD, SUITE 210
GRAPEVINE, TEXAS 76051
ATTN: CURTIS SHORE, MANAGER
PH. (214) 697-2523
email: curtis.shore@verizon.net

PRELIMINARY
NOT FOR CONSTRUCTION
THIS DOCUMENT IS ISSUED FOR THE PURPOSE OF REVIEW, PERMITTING AND BIDDING. -- IT IS NOT INTENDED FOR CONSTRUCTION PURPOSES.
PLANS PREPARED UNDER THE DIRECT SUPERVISION OF ROBERT W. SCHNEEBERG, P.E. TEXAS REGISTRATION NO. 65352 DATE: 11/07/2016

GONZALEZ & SCHNEEBERG ENGINEERS & SURVEYORS, INC. REGISTRATION F-3376
STATE OF TEXAS
ROBERT W. SCHNEEBERG
65352
REGISTERED PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY ROBERT W. SCHNEEBERG, P.E. 65352 ON 11/07/2016. ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

NO.	DATE	REVISION

3
10

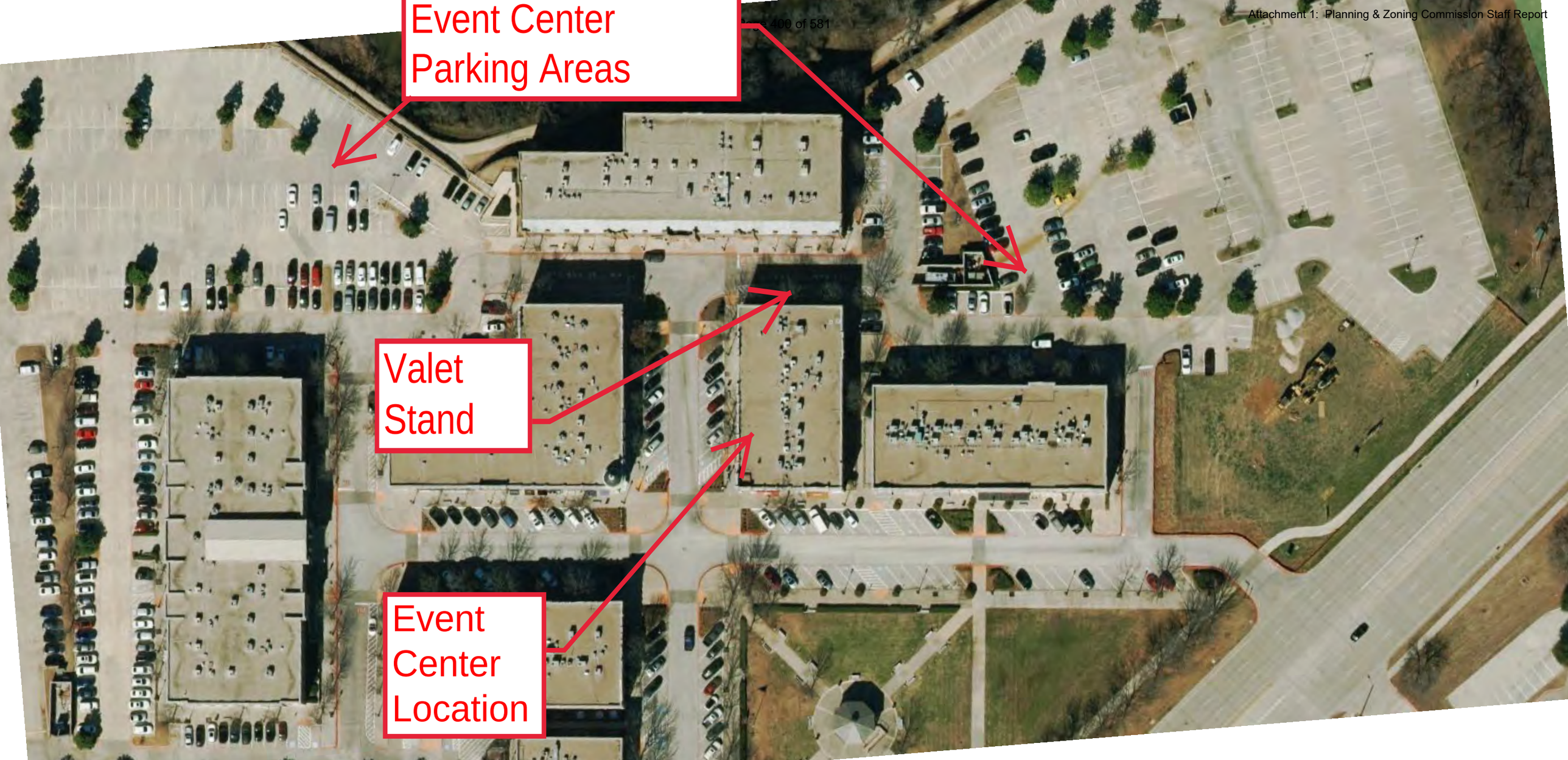
PROJ. NO.: 4255-16-08-20
DWG. NO.:4255site-100parker.dwg

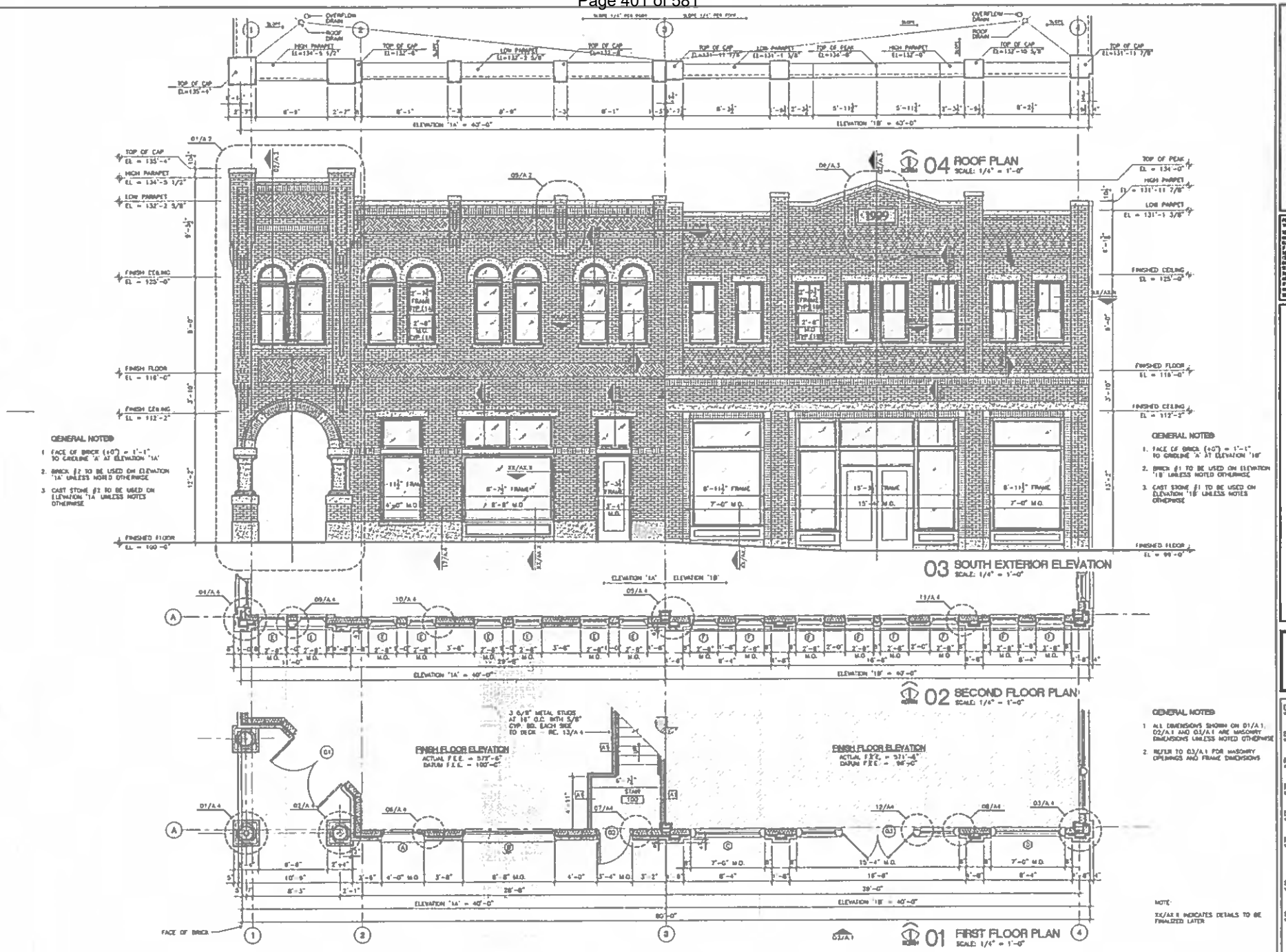
Gonzalez & Schneeberg
engineers ▪ surveyors
660 N. Central Expressway
Suite 250, Plano, Texas 75074
(972) 516-8855 Fax:(972) 516-8901

PARKER SQUARE
OVERALL SITE PLAN
100 PARKER SQUARE
TOWN OF FLOWER MOUND, TEXAS

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
GONZALEZ & SCHNEEBERG		SEPTEMBER 2016	H. 1"=60'	GSES		

P:\4255 100 Parker Square\4255site-100parker.dwg, 11/7/2016 11:39:29 AM


Event Center
Parking Areas
Valet
Stand
Event
Center
Location

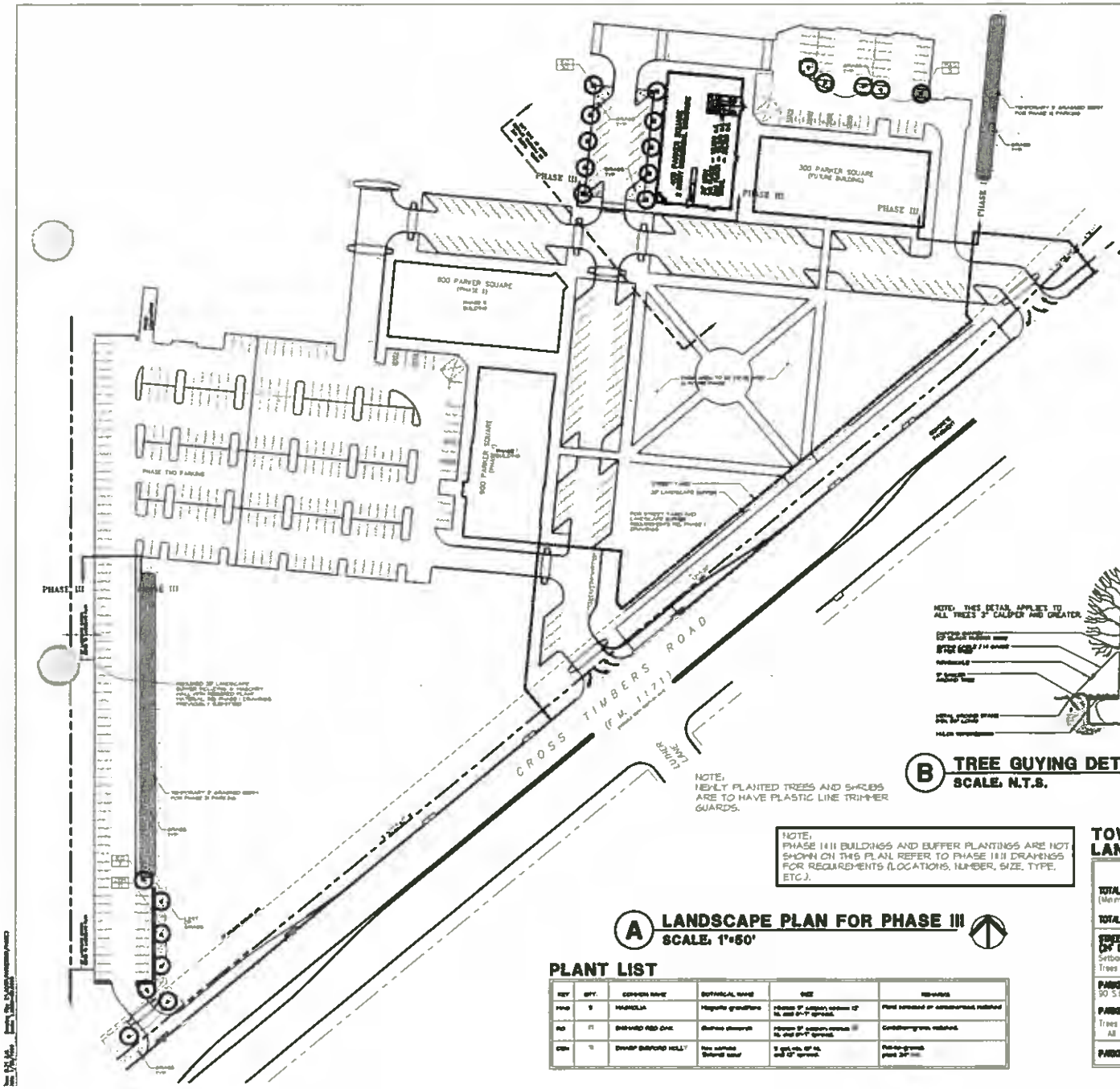


COMMERCIAL STRUCTURES & INTERIORS
Lewisville (972) 221-6511 Texas

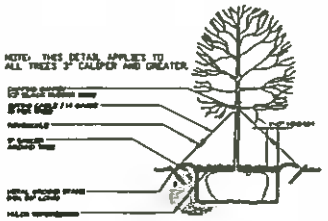
PARKER SQUARE
BUILDING 7B
FLOWER MOUND, TEXAS

NOT FOR CONSTRUCTION OR RECORDING

DATE
10-23-06
SHEET SCALE
1/4" = 1'-0"
PROJECT NO.
FILE NAME
DRAWN/CHK
dm/dm
REVISIONS
SHEET TITLE
SHEET NO.
A.1



NOTE:
NEWLY PLANTED TREES AND SHRUBS ARE TO HAVE PLASTIC LINE TRIMMER GUARDS.



B TREE GUYING DETAIL
SCALE: N.T.S.

GENERAL NOTES

1. Quantities shown on Plant List are Landscape Architect's estimate only and should be verified prior to bidding. Contractor shall be responsible for bidding and providing quantities of plants required to complete landscaping per bid plans and specifications shown on plans regardless of quantities designated on Plant List.
2. Contractor shall notify Landscape Architect of any unacceptable, unsuitable, or undesired plants or plant soils prior to bid submittal. If unacceptable, unsuitable, or undesired plant is not identified by Landscape Architect prior to bid submittal date, Contractor shall take such item at his.
3. Contractor shall provide representative samples (minimum 3 each variety) of shrub and groundcover from the Landscape Architect's and/or Owner's approved plant [illegible] major shipment of materials to site.
4. Actual shape and quantity of areas to be grassed shall be verified, and the grading, top soiling shall be fine, smoothed of rocks, depressions, bumps, and objectionable and debris before the sod preparation proceeds. A "fine rake" or "fine blade" shall be used to gather surface stones as small as one inch (1") in diameter.
5. Grass areas to be either hydromulch Bermuda or perennial rye, depending on date of planting. Bermudagrass hydromulch shall not be applied prior to May 15 nor after August 15 nor if any time the soil temperature is less than 60° F. If planting is to be done after August 15 or before May 15, Contractor shall instead overseed Rye on base bid and on alternate prior to August 31st. Planting during [illegible] may be done by sprigging or hydromulch with Bermuda, guaranteeing a full stand of grass.
6. Contractor shall guarantee a full stand of grass, regardless of whether a permanent [illegible] system is installed. Contractor shall provide temporary irrigation or hand water as required for full establishment.
7. Soil amendment to be "Compost" as produced by Living Earth Technology (Phone: 214-330-4382), or approved equal.
8. Tree holes to be excavated 3" greater than ball diameter and 6" deeper. Backfill with 2/3 existing soil and 1/3 Compost (or approved equal) as noted under 7. above. Thoroughly blended by mechanical means prior to backfill.
9. Shrub pits shall be excavated 12" greater than container diameter and 6" deeper. Backfill with 1/3 existing soil and 1/3 compost (or approved equal) as noted under note 7 above, thoroughly blended by mechanical means prior to backfill.
10. Shrub beds to be edged 3" [illegible] and mulched, spread uniformly on all shrub and groundcover beds and as [illegible] shown.
11. Sod edging [illegible] to be 1/8"x4" Permaloc "Ecotone" edging or manufactured by Joseph Dawson Co., Inc. Hamden, Conn. (phone: 713-675-2411) or approved equal.
12. All trees for lawn and [illegible] shall be tested for water retention prior to [illegible] installation. After holes [illegible] to be filled with water to the top of the excavation. If, after 24 hours, the hole still holds water, the [illegible] and backfill an additional 3" from the bottom of the hole. The Landscape Contractor shall then backfill 6" of coarse crushed gravel mixed in the top layer up to [illegible] of 12" on the sides of the hole and then [illegible]. The Contractor shall also install a 3" diameter [illegible] from the bottom of the hole to the bottom of the root ball or 3" above the drainage layer, prior to the tree [illegible] as an unobstructed drainage [illegible] system.
13. All planting areas, shrubs, groundcover, sod, or grass to [illegible], to be guaranteed for a period of one year after final acceptance.

NOTE:
PHASE I & II BUILDINGS AND BUFFER PLANTINGS ARE NOT SHOWN ON THIS PLAN. REFER TO PHASE I & II DRAWINGS FOR REQUIREMENTS (LOCATIONS, NUMBER, SIZE, TYPE, ETC.).

A LANDSCAPE PLAN FOR PHASE III
SCALE: 1"=50'

PLANT LIST

KEY	QTY.	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
MAG	9	MAGNOLIA	Magnolia grandiflora	Minimum 3" caliper, minimum 12 ft. and 6'-7' spread.	Plant container or containerized, matched
RO	21	SHUMARD RED OAK	Quercus shumardii	Minimum 3" caliper, minimum 12 ft. and 6'-7' spread.	Container-grown, matched
CDH	9	CHASE DWARF HOLLY	Ilex cornuta 'Dwarf Burford'	7 gal. min. 30" ht. and 12" spread.	Full to ground, plant 24" [illegible]

TOWN OF FLOWER MOUND LANDSCAPE REQUIREMENTS

	REQUIRED	PROVIDED
TOTAL STREET YARD = 2,733 S.F. (Minimum 20% to be Landscape)	547 S.F.	1,194 S.F.
TOTAL STREET YARD TREES	2	2
STREET BUFFER = 70 L.F. (24' DRIVE SUBTRACTED) Setback Trees (1 per 30 L.F.)	2	2
PARKING AREA LANDSCAPING 90 S.F. per 12 spaces	870 S.F	1,799 S.F
PARKING LOT = 116 SPACES Trees (1 per 10 spaces) All spaces within 50' of tree	12 (3" cal)	15 (3" cal)
PARKING LOT SCREEN	3' Screen	3' Berm

OWNER:
PARK PLACE LIMITED PARTNERSHIP
CONTACT: MR. KEVIN KENDRICK
3624 LONE PRAIRIE ROAD, SUITE 210
FLOWER MOUND, TEXAS 75028
PH: (972) 539-0755

LOCATION MAP

PARKER SQUARE

FLOWER MOUND, TEXAS

PHASE III LANDSCAPE PLAN

L1.1

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO._____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, LAND DEVELOPMENT REGULATIONS, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY APPROVING SPECIFIC USE PERMIT NO. 458 (SUP-458) FOR AN ASSEMBLY HALL ON CERTAIN PROPERTY DESCRIBED AS 0.3932 ACRES OF LAND AND BEING ALL OF LOT 6, BLOCK 1, OF THE PARKER SQUARE ADDITION AND ZONED PLANNED DEVELOPMENT DISTRICT NO. 24 (PD-24) FOR RETAIL DISTRICT-2 (R-2) AND OFFICE DISTRICT (O) USES; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town of Flower Mound heretofore adopted the Land Development Regulations of the Town of Flower Mound, as amended, which Ordinance regulates and restricts the location and use of buildings, structures and land for trade, industry, residence and other purposes, and provides for the establishment of zoning districts of such number, shape and area as may be best suited to carry out these regulations; and,

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owner of the property described as 0.3932 acres of land and being all of Lot 6, Block 1, of the Parker Square Addition has filed an application for a Specific Use Permit for an assembly hall; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on October 28, 2019, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on November 4, 2019, with respect to the Specific Use Permit described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Local Government Code, Chapter 78 of the Land Development Regulations, and all other laws dealing with notice, publication and procedural requirements for the approval of a Specific Use Permit on the property; and,

WHEREAS, the Town Council finds that the Specific Use Permit should be granted as outlined herein as it is in the best interest of the Town of Flower Mound and will promote the health, safety and general welfare of the citizens of the Town of Flower Mound and the general public.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF

FLOWER MOUND, TEXAS, THAT:

SECTION 1

The Land Development Regulations of the Town of Flower Mound, Texas, as amended, are hereby amended on the hereinafter described property and area as shown below:

0.3932 acres of land and being all of Lot 6, Block 1, of the Parker Square Addition, Denton County, Texas and zoned Planned Development District No. 24 (PD-24).

Specific Use Permit No. 458 is granted to allow an assembly hall subject to the following conditions:

1. No on-street parking spaces fronting any retail space in the Parker Square Development shall be used as parking for a scheduled event.
2. The parking areas for subject event center shall be located in the rear parking lots of the Parker Square Development as shown on the attached parking plan; provided that the east parking lot shall accommodate 182 parking spaces, and the west parking lot shall accommodate 204 parking spaces. All event center attendees must park in this designated areas.
3. The event center will have a valet parking service for all attendees during hours when an event will take place. The valet parking service will be located at the valet ramping area in the dedicated loading zone on the north side of Suite 440-A. The valet parking service can operate two (2) hours before and two (2) hours after a scheduled event.
4. The valet ramping area shall comprise of approximately sixty (60) linear feet of the designated loading zone, as to accommodate a maximum queue of three (3) vehicles.
5. The valet service operator shall maintain a key control booth at the valet ramping location until all cars have been claimed. The valet parking service shall not interfere with the regular flow of vehicular or pedestrian traffic.
6. Mobile stands, tables, chairs, umbrellas, key-boxes and any other objects necessary for the operation of the valet parking service shall be located on the sidewalk in such a manner that a minimum six (6) foot wide clear pedestrian path is maintained at all times. Under no circumstances shall permanent structures or equipment be permitted.
7. No permanent advertising or wayfinding signage shall be placed in the public rights-of-ways, for the valet ramping area location. Temporary wayfinding signs may be placed on the sidewalks directly adjacent to the Four40 Event Center building, no earlier than two (2) hours before a scheduled event, and must be picked up no later than two (2) hours after a scheduled event.
8. Large canopy trees shown on the approved landscape plan, attached hereto as Exhibit A, shall be replaced with ornamental trees.

SECTION 2

The official map of the Town of Flower Mound is amended and the Executive Director of Development Services is directed to revise the official zoning map to reflect the approved Specific Use Permit, as set forth above.

SECTION 3

The use of the property described above shall be subject to all applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town of Flower Mound including the regulations contained in Planned Development District-24 (PD-24).

SECTION 4

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 5

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

SECTION 6

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 7

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 8

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

SECTION 10

This Ordinance shall be in full force and effect from and after the date of its passage and publication as required by law, and it is so ordained.

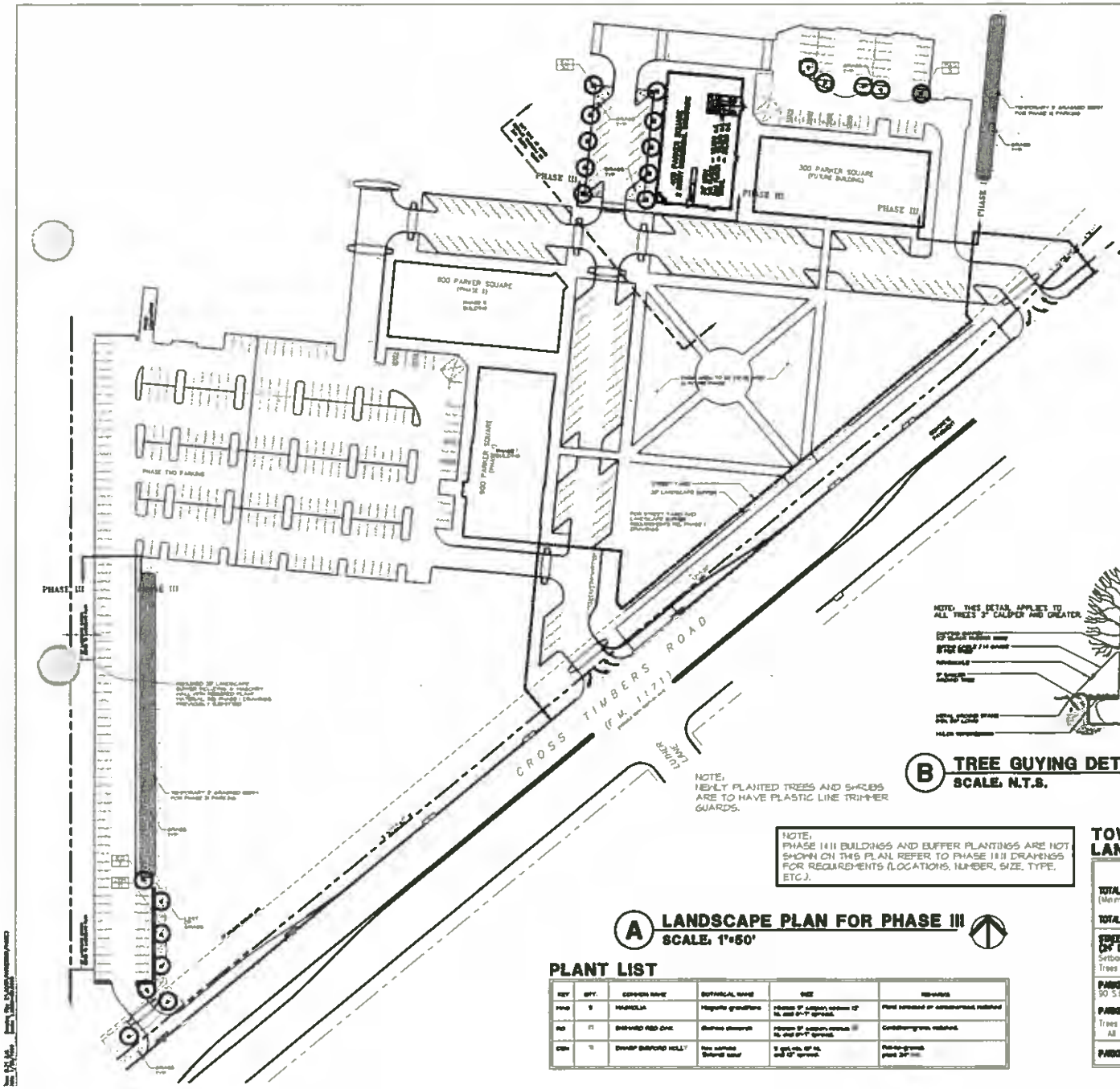
DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE _____ DAY OF _____, 2019.

APPROVED:

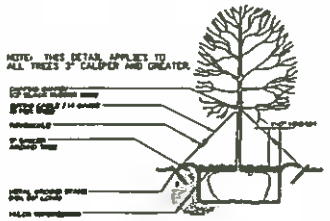
_____
Steve Dixon, MAYOR

ATTEST:

_____
Theresa Scott, TOWN SECRETARY



NOTE:
NEWLY PLANTED TREES AND SHRUBS ARE TO HAVE PLASTIC LINE TRIMMER GUARDS.



B TREE GUYING DETAIL
SCALE: N.T.S.

NOTE:
PHASE I & II BUILDINGS AND BUFFER PLANTINGS ARE NOT SHOWN ON THIS PLAN. REFER TO PHASE I & II DRAWINGS FOR REQUIREMENTS (LOCATIONS, NUMBER, SIZE, TYPE, ETC.).

A LANDSCAPE PLAN FOR PHASE III
SCALE: 1"=50'

PLANT LIST

KEY	QTY.	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
MAG	9	MAGNOLIA	Magnolia grandiflora	Minimum 3" caliper, minimum 12' ht. and 6'-7' spread.	Plant container or containerized, matched
RO	21	SHUMARD RED OAK	Quercus shumardii	Minimum 3" caliper, minimum 12' ht. and 6'-7' spread.	Container-grown, matched
CDH	9	CHASE DWARF HOLLY	Ilex cornuta 'Dwarf Chase'	7 gal. min. 24" ht. and 12" spread.	Full to ground, plant 24" o.c.

TOWN OF FLOWER MOUND LANDSCAPE REQUIREMENTS

	REQUIRED	PROVIDED
TOTAL STREET YARD = 2,733 S.F. (Minimum 20% to be Landscape)	547 S.F.	1,194 S.F.
TOTAL STREET YARD TREES	2	2
STREET BUFFER = 70 L.F. (24' DRIVE SUBTRACTED) Setback Trees (1 per 30 L.F.)	2	2
PARKING AREA LANDSCAPING 90 S.F. per 12 spaces	870 S.F.	1,799 S.F.
PARKING LOT = 116 SPACES Trees (1 per 10 spaces) All spaces within 50' of tree	12 (3" cal)	15 (3" cal)
PARKING LOT SCREEN	3' Screen	3' Berm

OWNER:
PARK PLACE LIMITED PARTNERSHIP
CONTACT: MR. KEVIN KENDRICK
3624 LONE PEAKE ROAD, SUITE 210
FLOWER MOUND, TEXAS 75028
PH: (972) 539-0755

LOCATION MAP

PARKER SQUARE

PARKER SQUARE
FLOWER MOUND, TEXAS

PHASE III
LANDSCAPE PLAN

L1.1

TOWN COUNCIL AGENDA ITEM NO. 29

REGULAR ITEM

DATE: November 4, 2019

FROM: Andrea Roy, Director of Economic Development

ITEM: **Public Hearing to consider an assignment of the Chapter 380 Agreement with Newstream Hotels & Resorts, LLC, (through Lakeside Crossing Land Partners, LP) and the Lakeside Parkway/Gerault Road Partnership Agreement (Daldav) for Lots 4 & 5, to BI 50 LLC, and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND INFORMATION: This item is for consideration of an assignment of the Chapter 380 Agreement with Newstream Hotels & Resorts, LLC (through Lakeside Crossing Land, LP) and the Lakeside Parkway/Gerault Road Partnership Agreement (Daldav) to BI 50 LLC, for Lots 4 & 5.

The subject assignment has been requested by representatives of Newstream Hotels & Resorts (through Lakeside Crossing Land, LP) as a requirement associated with the $7.12 million loan through BI 50 LLC, the lender. The assignment will assign the benefits associated with the Chapter 380 Agreement to the Lender for the term of the Loan.

Chapter 380 Agreement

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

Assignments
On September 19, 2017, the Town authorized assignment of the Chapter 380 Agreement from Newstream Hotels & Resorts, LLC to Lakeside Crossing Land Partners, LP. Soon thereafter, on October 2, 2017, the Town Council approved a Collateral Assignment from Lakeside Crossing Land, LP to the project's lender, Spectrum Origination.

First Amendment
On December 17, 2018, the Town authorized a first amendment to extend the performance deadlines within the Chapter 380 Incentive Agreement by approximately 7 ½ months, to allow the developer to complete negotiations with the new hotel brand, which was Hotel RL. Associated with the amendment, a deadline to submit hotel plans to the Town was added, as well as a stipulation allowing the Town's use of the hotel meeting space.

Second Amendment
On June 17, 2019, the Town authorized a second amendment, providing an additional four month extension on the performance deadlines related to following deliverables. In exchange for such extensions, the term for the real and business personal property rebate was reduced from seven (7) years to five (5) years.

Third Amendment
On August 5, 2019, the Town authorized a third amendment, allowing for adjustments to the size and design of Building 4 & 5, as the developer has now determined the precise layout of these buildings, which varies from the original concept. This amendment also modifies the timing of payments owed to the developer, with the Town holding incentive payments for the commercial buildings (2-7) until all buildings are complete and receive a Building Final or Certificate of Occupancy. Incentives associated with the hotel are not affected by this amendment.

Lakeside Parkway/Gerault Road Partnership Agreement (Daldav)

On January 29, 2001, the Town executed a Partnership Agreement with the owners of certain property in the Lakeside Business District to fund the construction of roadways and related infrastructure serving their property in an effort to stimulate economic development activity in this area. Infrastructure improvements outlined in the Partnership Agreement have been completed and the Town has no further obligations associated with this Agreement; however, some properties covered by the Agreement continue to make annual payments to the Town based on their pro rata share of the debt. This Partnership Agreement applies to property which is now to be included within the proposed Lakeside Crossing Development.

On October 2, 2017, the Town Council approved an assignment of the Lakeside Parkway/Gerault Road Partnership Agreement to the project's lender, Spectrum Origination.

The subject assignment of the Partnership Agreement has been requested by representatives of Newstream Hotels & Resorts (through Lakeside Crossing Land, LP) as a requirement associated with the loan through BI 43 LLC, the lender.

A companion request (Assignment of the Chapter 380 Agrmnt. & Lakeside Parkway/Gerault Road Partnership Agreement to BI 43 LLC for Lots 1, 2, 3, 6, 7, & 8x) is being considered on this same agenda (11-4-19).

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Proposed Expenditure:	Account Number(s):
N/A	N/A

Finance Review by: NA

LEGAL REVIEW: Drew Larkin of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the Assignment and Consent documents as to form and legality.

ATTACHMENTS:

1. Chapter 380 Agreement - Assignment & Consent and Joinder of Town
2. Lakeside Parkway/Gerault Road Partnership Agreement – Assignment & Consent and Joinder of Town

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

Attach#1-Chapter 380 Agrmt Assign & Consent BI50

COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT

This COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT ("**Assignment**") is dated as of _____, 2019, and executed by NEWSTREAM RETAIL PARTNERS – FM LLC, a Texas limited liability company ("**Borrower**"), in favor of BI 50 LLC, a Florida limited liability company ("**Lender**").

W I T N E S S E T H:

WHEREAS, Pursuant to the terms of that certain Loan Agreement by and between Borrower and Lender, dated _____, 2019 (as the same may be amended, restated, or otherwise modified from time to time, the "**Loan Agreement**"), Lender made a loan to Borrower in the original principal amount of Seven Million One Hundred Twenty Thousand and 00/100 Dollars ($7,120,000.00) (the "**Loan**"). The Loan was evidenced by, among other things, that certain Promissory Note, dated _____, 2019, executed by Borrower payable to the order of Lender, in the principal amount of the Loan (together with all amendments, modifications, renewals, substitutions and replacements thereof, the "**Note**") and is further evidenced and secured by the other Loan Documents (as defined in the Loan Agreement);

WHEREAS, Newstream Hotels and Resorts, LLC, a Texas limited liability company also known as Newstream Hotels and Resorts LLC ("**Newstream**"), and the Town of Flower Mound, Texas, a Texas municipal corporation (the "**Town**"), executed that certain Chapter 380 Agreement Between The Town of Flower Mound and Newstream Hotels and Resorts, LLC dated July 17, 2017 (as the same may have been or may be amended, restated, or otherwise modified from time to time, the "**Development Agreement**") recorded in the Real Property Records of Denton County, Texas, as assigned by Newstream to Lakeside Crossing Land Partners LP, a Texas limited partnership ("**Lakeside**"), pursuant to that certain Assignment of Chapter 380 Agreement Between The Town of Flower Mound and Newstream Hotels and Resorts, LLC, dated September 18, 2017, made by Newstream in favor of Lakeside, recorded in the Real Property Records of Denton County, Texas, as assigned by Lakeside to Borrower, pursuant to that certain Partial Assignment of 380 Agreement, dated _____, made by Lakeside in favor of Borrower, recorded or to be recorded in the Real Property Records of Denton County, Texas;

WHEREAS, the Development Agreement relates to, among other things, the Land (the "**Land**") more particularly described on Exhibit A attached hereto and incorporated herein for all purposes, together with any and all streets, alleys, sidewalks, street lighting, screen walls, and utility lines and facilities, and similar items ("**Improvements**"), now or hereafter existing or constructed upon the Land (the Land and Improvements are herein collectively referred to as the "**Property**");

WHEREAS, pursuant to the Development Agreement, Borrower is entitled to receive payment from the Town of funds equal to the amounts of the TPP Grants, Real Property Grants, Sales Tax Grants, Impact Fee Grants and HOT Grants (collectively, the "**Grants**") (any and all such payments Borrower receives or is entitled to receive under the Development Agreement, including contingent, earned and unearned amounts, collectively, the "**Development Agreement Proceeds**"); and

WHEREAS, as additional security for the Loan, Lender has required, and Borrower has agreed to execute and deliver to Lender this Assignment.

NOW, THEREFORE, for and in consideration of the mutual and dependent covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Borrower hereby covenants and agrees to Lender as follows:

1. Assignment. Borrower does hereby GRANT, CONVEY, ASSIGN and TRANSFER to Lender all of Borrower's right, title and interest in and to all of the following (collectively, the "**Collateral**"): (i) all of Borrower's right, title and interest under the Development Agreement, but none of Borrower's obligations under the Development Agreement; (ii) the Development Agreement Proceeds and all other amounts, including, without limitation, contingent, earned and unearned amounts, payable to Borrower under the Development Agreement; (iii) any and all Collateral acquired by Borrower in the future; and (iv) any and all proceeds of the Collateral. Borrower has not assigned to Lender, and Lender has not accepted, any of the liabilities of Borrower under the Development Agreement, and Borrower hereby expressly reserves unto Borrower all liabilities under the Development Agreement. Borrower hereby further covenants and agrees that the acceptance by Lender of payments otherwise due to Borrower under the Development Agreement shall not make Lender liable for the performance of any obligations of Borrower or any other party under the Development Agreement. LENDER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL LIABILITIES UNDER THE DEVELOPMENT AGREEMENT, AND BORROWER HEREBY RESERVES ALL SUCH LIABILITIES TO BORROWER.

2. Security Interest. This Assignment shall also constitute a security agreement with respect to the Collateral, and shall be, during the existence of the Loan Documents, a first and prior security interest under the Uniform Commercial Code of Texas and each other applicable jurisdiction as to the Collateral. In this regard, Borrower has GRANTED, BARGAINED, CONVEYED, ASSIGNED, TRANSFERRED and SET OVER, and by these presents does GRANT, BARGAIN, CONVEY, ASSIGN, TRANSFER and SET OVER, unto Lender, a first and prior security interest in and to the Collateral, to secure the full and timely payment of the Indebtedness (as hereinafter defined) and the full and timely performance and discharge of the Obligations (as hereinafter defined). Borrower hereby agrees that Lender shall have the right to file, without the consent of or prior notice to Borrower, such UCC financing statements as Lender shall deem appropriate with respect to this Assignment, the Collateral and the Development Agreement. Borrower further covenants and agrees to execute and deliver to Lender, in form and substance satisfactory to Lender, such further assurances as Lender may, from time to time, reasonably consider necessary to create, perfect and preserve Lender's security interest herein granted. Lender may cause (at the sole cost and expense of Borrower) any and or all of such UCC financing statements and assurances to be recorded and filed, at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest.

3. Payments Directly to Lender. From and after the date of this Assignment, all payments with respect to the Collateral shall be made directly to Lender. Borrower hereby unconditionally and irrevocably authorizes and directs the Town to make any and all payments of the Collateral directly to Lender, pursuant to the payment instructions provided by Lender to the

Town from time to time, as such instructions may be modified by Lender from time to time. Concurrently with the execution and delivery of this Agreement, Borrower shall deliver to Lender the irrevocable notice (the "**Payment Direction Notice**"), in the form attached to this Assignment as Exhibit C, directing the Town to pay directly to Lender all amounts payable to Borrower under the Development Agreement, for which the Town has acknowledged receipt thereof. BORROWER HEREBY INDEMNIFIES AND HOLDS HARMLESS THE TOWN FROM AND AGAINST ANY AND ALL COSTS, EXPENSE, LIABILITY AND OTHER DAMAGES WHICH THE TOWN MAY INCUR OR SUSTAIN BY REASON OF ITS ADHERENCE TO THE PROVISIONS OF THIS ASSIGNMENT, INCLUDING (WITHOUT LIMITATION) THE REQUIREMENTS TO MAKE PAYMENTS OF THE COLLATERAL DIRECTLY TO LENDER AS PROVIDED ABOVE. The Town's obligation to make payment directly to Lender as provided in this Assignment shall continue until such time as Lender has executed a termination of this Assignment and filed a termination of the applicable UCC financing statement relating to the Collateral, or when the Town has made payment of all of the Collateral in accordance with the terms and provisions of this Assignment.

4. Absolute Assignment. Prior to or concurrently with the execution and delivery of this Assignment by Borrower, Borrower shall execute and deliver to Lender the Absolute Assignment of Development Agreement (the "**Absolute Assignment**") in the form attached to this Assignment as Exhibit D, to be held by Lender in escrow until absolutely and unconditionally delivered to Lender pursuant to this Section 4. Borrower hereby unconditionally and irrevocably authorizes and directs Lender, upon the occurrence of any Event of Default (as defined in the Loan Agreement), to take the following actions, at any time, as determined by Lender in the sole and absolute discretion of Lender, without prior notice to or the consent of Borrower: (i) to cause the release of the Absolute Assignment from escrow, and the absolute and unconditional delivery to Lender of the Absolute Assignment, and (ii) to record the Absolute Assignment in the Real Property Records of Denton County, Texas,

5. Secured Indebtedness. This Assignment is executed and all of the rights and properties covered and to be covered hereby have been assigned as security for and to secure the full, prompt and unconditional payment and performance of any and all indebtednesses, liabilities and obligations of Borrower now or hereafter existing or arising, absolute or contingent, direct or indirect, secured or unsecured, due or to become due, with respect to the Loan Documents (collectively, the "**Indebtedness**") and the performance and discharge of all obligations under and with respect to the Loan Documents (collectively, the "**Obligations**").

6. Attorney-in-Fact. Borrower hereby constitutes and appoints the Lender its true and lawful attorney, which appointment is hereby coupled with an interest and is therefore irrevocable, with full power of substitution, to, as and when provided by this Assignment and/or the Loan Documents, or otherwise upon any Event of Default: (i) ask, demand, collect, receive, receipt for, sue for, compound and give acquittance for any and all amounts constituting the Collateral, which may be due or become due or payable under the Development Agreement, (ii) execute any and all requests and notices or other demands for the payment of all or any part of the Collateral, (iii) endorse the name of the Borrower on all commercial paper or other instruments given in payment of all or any part of the Collateral, (iv) in the discretion of the Lender, file any claim or take any other action or proceeding, either in its own name or in the name of the Borrower or otherwise, which the Lender may deem necessary or appropriate to protect and preserve the rights, titles and

interests of the Lender hereunder or of Borrower under the Development Agreement, and (v) without limiting the foregoing, the Lender shall have and is hereby given full power and authority to transfer the Development Agreement into the name of the Lender and/or its nominee to receive or demand all or any part of the Collateral without prior notice (except as otherwise expressly provided for in any of the Loan Documents) or further consent by Borrower.

7. Representations and Warranties. The Borrower represents and warrants that: (i) Borrower is the owner of the Collateral, free and clear of all liens and encumbrances of any nature whatsoever, except for those created in favor of the Lender under this Assignment; (ii) Borrower has full power, right and authority to execute and deliver this Assignment; (iii) the Development Agreement shall not be cancelled, terminated, amended or supplemented in any manner whatsoever without the prior written consent of Lender, which consent may be conditioned, withheld or delayed in the sole and absolute discretion of Lender; and (iv) the Development Agreement is in full force and effect and valid, binding and enforceable against Borrower and the Town as therein provided.

8. No Pledge or Assignment of Development Agreement. Subject to the other terms of this Assignment, Borrower covenants and agrees that for as long as Lender has any interest in the Development Agreement and/or the Collateral, Borrower will not pledge, assign or transfer all or any rights, titles or interests in and to the Development Agreement and the Collateral.

9. Representations, Warranties and Covenants of Borrower. Borrower hereby represents, warrants, covenants and agrees to Lender as follows: (i) the Development Agreement has been validly issued and is currently in full force in effect; (ii) the Development Agreement is in full compliance with all applicable laws and regulations including, without limitation, Texas Local Government Code Chapter 380; (iii) Borrower will satisfy all of the requirements set forth in the Development Agreement for the payment to Borrower of payments under the Grants, including, without limitation, all requirements set forth in Article 3 of the Development Agreement, the requirements for Capital Investment set forth in Section 4.3(d) and the prohibition on use of undocumented workers as set forth in Section 6.15 of the Development Agreement; (iv) upon request of Lender, Borrower shall furnish to Lender, concurrently with the delivery thereof in accordance with the Development Agreement, the following: (A) each Sales Tax Report pursuant to Section 3.6 of the Development Agreement; (B) each Payment Request pursuant to Sections 4.1, 4.2, 4.3(d), 4.4(d), and 4.5 of the Development Agreement; (C) the Annual Plan and Budget pursuant to Section 4.3(c)(1) of the Development Agreement and the approval of the Town with respect to same pursuant to Section 4.3(c)(iii) of the Development Agreement; (D) any and all notices of breach or default under or termination of the Development Agreement, including without limitation, notices pursuant to Section 5.1 thereof; and (E) copies of any remittances, checks, statements, invoices or reports reflecting any payments or refunds made or payable by Town to Borrower under the Development Agreement; (v) except for this Assignment and the other Loan Documents, Borrower has not assigned, sold, conveyed, pledged, encumbered, or otherwise transferred or terminated in any respect any of Borrower's rights under the Development Agreement; (vi) upon request by Lender, from time to time and at any time, Borrower shall execute and deliver to Lender and/or the Town such agreements and instruments as Lender shall require in connection with the Development Agreement, including, without limitation, a release and indemnity in favor of the Town with respect to any future payments made by the Town to Lender instead of Borrower; (vii) without the prior written consent of Lender, which consent may be

conditioned, withheld or delayed in the sole and absolute discretion of Lender, Borrower shall not (A) modify or amend in any respect the Development Agreement, or (B) waive any of the rights of Borrower or obligations of the Town under the Development Agreement, or terminate all or any portion of the Development Agreement, or (C) assign, sell, convey, pledge, encumber, or otherwise transfer or terminate in any respect any of Borrower's rights under the Development Agreement; (viii) Borrower shall at all times keep the Development Agreement in full force and effect, shall not terminate or agree to a termination thereof, and shall use its best efforts to cause the Town to make all payments due under the Development Agreement as and when such payments are due; and (ix) Borrower shall, within five (5) days after any request by Lender, which requests may be made from time to time and at any time, execute and deliver to Lender any and all documents, agreements, assignments and/or other Instruments (all of which shall be in form and substance as required by Lender in its sole and absolute direction) as Lender shall require with respect to the Development Agreement.

10. Release of Collateral. Upon the payment in full to Lender of all sums due and owing with respect to the Indebtedness and the performance of the Obligations under the Loan Documents, and the termination of all of Lender's liabilities under the Loan Documents, the Lender, at the written request and expense of Borrower, shall release the Collateral and terminate this Assignment pursuant to instruments acceptable to Lender.

11. Remedies. If any Event of Default shall occur under any Loan Document, the Lender shall be entitled to (i) unilaterally declare this Assignment to be an absolute and unconditional assignment of the Collateral and all of Borrower's rights in, to and under the Development Agreement, (ii) exercise any and all of Borrower's rights in, to and under the Development Agreement, or (iii) any and all other rights, remedies and recourses which Lender may have under applicable law.

12. Application of Proceeds. By its acceptance of this Assignment, Lender hereby agrees that upon receipt of any Development Agreement Proceeds, Lender shall, to the extent permitted under applicable law, apply such funds in the following order of priority: (i) to payment of all sums expended by Lender under the terms of this Assignment for the collection of such Development Agreement Proceeds; and (ii) the balance thereof as set forth in the Loan Agreement.

13. Waiver. To the extent Borrower may be deemed to be a surety as a result of the execution of this Assignment, Borrower, to the maximum extent permitted by applicable law, hereby waives (i) all rights Borrower may have as a surety, (ii) all notice of acceptance hereof, protest, demand and dishonor, presentment and demands of any kind now or hereafter provided for by any statute or rule of law, (iii) any and all requirements that Lender institute any action or proceeding, or exhaust any or all of Lender's rights, remedies or recourses, against the Borrower, or any and all guarantors of the Loan, or any part thereof, or in respect to any of the property covered by the Loan Documents, as a condition precedent to exercising any right or remedy of Lender contained in this Assignment, (iv) any defense arising by reason of any disability, insolvency, lack of authority or power, death, insanity, minority, dissolution or any other defense of Borrower, or any other surety, co-maker, endorser or guarantor of the Indebtedness (even though rendering same void, unenforceable or otherwise uncollectible), and (v) any claim Borrower might otherwise have against Lender by virtue of Lender's invocation of any right, remedy or recourse permitted it under this Assignment.

14. No Release. Borrower hereby agrees that (i) the payments called for and provisions contained in the Loan Documents, including specifically the Note, as defined therein, may be renewed, extended, rearranged, modified, released or cancelled, (ii) all or any part of any of the property covered by the Loan Documents may be released from, and any new or additional security may be added to, the liens and security interests of the Loan Documents, (iii) any guarantor, and any additional parties who may become personally liable for repayment of any portion of the Indebtedness, may hereafter be released from their liability, and (iv) Lender and any other party may take any and all action with reference to the Loan Documents (regardless of whether same might vary the risk or alter the rights, remedies or recourses of Borrower), including specifically the settlement or compromise of any amount allegedly due thereunder, all without notice to, consideration to or the consent of Borrower, and no such acts shall in any way release, diminish, or affect this Assignment. It is the intent of Borrower that the obligations under this Assignment and in connection with the Collateral are primary, absolute and unconditional under any and all circumstances and that, subject to the other terms and provisions of this Assignment, until the Indebtedness is fully and finally paid and the Obligations under the Loan Documents are fully and finally satisfied, neither this Assignment nor any of Borrower's obligations under this Assignment shall be discharged or released, in whole or in part, by any act or occurrence which might, but for this paragraph, be deemed a legal or equitable discharge or release of a guarantor or surety.

15. No Election of Remedies. The rights and remedies of the Lender under this Assignment and the Loan Documents shall be cumulative, and the exercise or partial exercise of any such right or remedy shall not preclude the exercise of any other right or remedy.

16. Successors and Assigns. This Assignment and all representations and warranties, powers and rights herein contained or resulting herefrom are binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

17. Venue. Borrower hereby consents to nonexclusive personal jurisdiction in any state or Federal court located within the State of Texas.

18. Applicable Law. This Assignment shall be governed by the laws of the State of Texas, without regard to principles of conflicts of laws, and applicable federal law.

19. Notices. All notices, demands, or other communications under this Assignment shall be in writing and shall be delivered to the appropriate party at the address set forth on the signature page of each party hereto (or, in the case of Lender, at the address below), including the Town on the signature page to the Consent and Joinder of Town attached to this Assignment (subject to change from time to time by written notice to all other parties to this Assignment). All notices, demands or other communications shall be considered as properly given if delivered personally or sent by first class United States Postal Service mail, postage prepaid, or by Overnight Express Mail or by overnight commercial courier service, charges prepaid, except that notice of default may be sent by certified mall, return receipt requested, charges prepaid. Notices so sent shall be effective three (3) days after mailing, if mailed by first class mail, and otherwise upon delivery or refusal; provided, however, that non-receipt of any communication as the result of any change of address of which the sending party was not notified or as the result of a refusal to accept delivery shall be deemed receipt of such communication. Furthermore, and notwithstanding the preceding, email shall be deemed sufficient notice hereunder and shall be deemed received upon

receipt by the addressee. Any party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days notice to the other party in the manner set forth hereinabove.

Notice address for Lender:

BI 50 LLC
2601 S. Bayshore Drive
Suite 1200
Miami, Florida 33133
Attention: Alex Horn
Email: alex.horn@bridgeinvest.com

with copies by regular mall or such hand delivery to:

Bryan Cave Leighton Paisner LLP
One Atlantic Center
Fourteenth Floor
1201 West Peachtree Street, NW
Atlanta, Georgia 30309-3488
Attention: Johnny D. Latzak, Jr., Esq.
Email: jay.latzak@bclplaw.com

20. Counterparts. To facilitate execution, this document may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single document. It shall not be necessary in making proof of this document to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

21. Consent and Joinder. Borrower hereby agrees to cause the execution and delivery, concurrently with the execution and delivery hereof by Borrower to Lender, by the Town of the Consent and Joinder of Town (herein so called) in substantially the same form as the consent and joinder attached hereto as Exhibit B and incorporated herein by reference for all purposes. Nevertheless, if Lender accepts this Assignment, in its sole and absolute discretion, without the execution and delivery by Town of the Consent and Joinder of Town, Borrower agrees to use its best efforts to cause the Town to execute and deliver same to Lender; provided, however, same shall not and will not render this Assignment null and void and unenforceable and, notwithstanding such failure or refusal of the Town to execute and deliver the Consent and Joinder of Town, this Assignment is valid, binding and enforceable against Borrower and Lender as herein provided.

22. Rules of Construction. The word "Borrower" as used herein shall include both the named Borrower and any other person at any time assuming or otherwise becoming primarily liable for all or any part of the obligations of the named Borrower under the Note and the other

Loan Documents. The word "Lender" as used herein shall include the named Lender, its successors, assigns and affiliates.

23. Use of Singular and Plural; Gender. When the identity of the parties or other circumstances make it appropriate, the singular number includes the plural, and the masculine gender includes the feminine and/or neuter.

24. Exhibits, Schedules and Riders. All exhibits, schedules, riders and other items attached hereto are incorporated into this Assignment by such attachment for all purposes.

25. Inconsistencies. In the event of any inconsistencies between the terms of this Assignment and the terms of any of the other Loan Documents, the terms of this Assignment shall prevail.

26. Integration: Interpretation. THIS ASSIGNMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN BORROWER AND LENDER AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF BORROWER AND LENDER. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN BORROWER AND LENDER. THIS INSTRUMENT MAY BE AMENDED ONLY BY AN INSTRUMENT IN WRITING EXECUTED BY BORROWER AND LENDER.

27. Waiver of Consumer Rights. BORROWER REPRESENTS AND WARRANTS TO LENDER THAT BORROWER (i) IS A BUSINESS CONSUMER, (ii) HAS KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT ENABLE BORROWER TO EVALUATE THE MERITS AND RISKS OF THE SUBJECT TRANSACTION, (iii) IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION WITH RESPECT TO THE SUBJECT TRANSACTION, AND (iv) HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL (WHO WAS NOT, DIRECTLY OR INDIRECTLY, IDENTIFIED, SUGGESTED OR SELECTED BY LENDER OR LENDER'S AGENTS) IN CONNECTION WITH THE REFERENCED TRANSACTION.

28. WAIVER OF RIGHT TO TRIAL BY JURY. LENDER, BY ITS ACCEPTANCE OF THIS ASSIGNMENT, AND BORROWER, UNCONDITIONALLY AND IRREVOCABLY, EACH WAIVES, RELINQUISHES, AND FOREVER FORGOES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THE LOAN, THIS ASSIGNMENT, ANY OTHER LOAN DOCUMENT, AND/OR ANY ACTION TAKEN IN CONNECTION THEREWITH, INCLUDING THOSE BASED ON OR ARISING FROM AN ALLEGED CONTRACT CLAIM, TORT, STATUTE, CONSTITUTION, OR OTHER. BORROWER ACKNOWLEDGES THAT THIS WAIVER IS MADE VOLUNTARILY, KNOWINGLY, AND WITH FULL AWARENESS OF THE LEGAL CONSEQUENCES.

[Signature page follows.]

IN WITNESS WHEREOF, Borrower has signed this Assignment.

Address:

311 S. Oak Street, Suite 250
Roanoke, Texas 76262

BORROWER:

NEWSTREAM RETAIL PARTNERS – FM LLC,
a Texas limited liability company

By: LC Retail Flower Mound LLC, a Texas limited liability company, its Manager

By: Newstream Ventures, LLC, a Texas limited liability company, its Manager

By:_____
Name:_____
Title: Managing Member

STATE OF _____ §
§
COUNTY OF _____ §

The foregoing instrument was ACKNOWLEDGED before me on this _____, 2019, by _____, as the Managing Member of Newstream Ventures, LLC, a Texas limited liability company, the Manager of LC Retail Flower Mound LLC, a Texas limited liability company, the Manager of **NEWSTREAM RETAIL PARTNERS – FM LLC**, a Texas limited liability company (the "Company"), on behalf of said Company.

[Seal]

_____
Notary Public, State of Texas_

My Commission Expires:

_____

_____
Printed Name of Notary Public

EXHIBIT A

PROPERTY DESCRIPTION

BEING Lots 4 and 5, Block A, of Record Plat, LAKESIDE CROSSING, an Addition to the Town of Flower Mound, Denton County, Texas, according to the Map thereof recorded in Volume 2019, Page 97, of the Map Records of Denton County, Texas.

EXHIBIT B

CONSENT AND JOINDER OF TOWN

[The Consent and Joinder of Town follows this cover page.]

CONSENT AND JOINDER OF TOWN

This CONSENT AND JOINDER OF TOWN dated _____, 2019, and executed by the TOWN OF FLOWER MOUND, TEXAS, a Texas municipal corporation (the "**Town**"), and is executed pursuant to that certain Collateral Assignment of Development Agreement ("**Assignment**") dated _____, 2019, executed by Newstream Retail Partners – FM LLC, a Texas limited liability company ("**Borrower**"), to BI 50 LLC, a Florida limited liability company ("**Lender**").

For and in consideration of the mutual and dependent covenants contained in the Development Agreement (as defined in the Assignment) and the Assignment and this Consent and Joinder of Town, the Town hereby represents, warrants, covenants and agrees as follows:

1. Consent. The Town hereby (i) acknowledges the execution and delivery of the Assignment, and (ii) consents to the assignment of the Collateral pursuant to Section 1 of the Assignment.

2. Representations. The Town hereby represents that the Development Agreement attached hereto as Exhibit A is a true, correct and complete copy of same.

3. Payments. The Town hereby agrees to make payments of the Collateral (as defined in the Assignment) directly to Lender pursuant to the written instructions provided by Lender to the Town, as Lender may amend and modify such instructions from time to time or at any time. The Town hereby acknowledges and agrees that the Collateral includes all payments and amounts due and/or payable to Borrower under the Development Agreement. The Town hereby agrees that the Town shall not, unless and until such time as the Town has received from Lender written notice that the Assignment has been terminated, make any payments to Borrower, and all such payments otherwise due or payable to Borrower under the Development Agreement shall be paid directly to Lender. The Town's agreement to make payments to Lender in accordance with this Section 3 is made in reliance and subject to Borrower's obligation to indemnify Town as set forth in Section 3 of the Assignment and the Payment Direction Notice.

4. No Liability of Lender. The Town acknowledges and agrees that (i) Lender has no liability under the Development Agreement, and (ii) Lender shall not become liable under the Development Agreement as a result of the acceptance by Lender of payments under the Development Agreement.

5. Construction and Development Conditions. The Town hereby acknowledges and agrees that until Borrower has satisfied, and the Town has approved, all of the construction and development conditions of Borrower under the Development Agreement, Town agrees to provide to Lender, concurrent with the notice sent to Borrower, a copy of any notice of non-compliance therewith. In addition, the Town agrees that as a condition precedent to declaring any default, breach or termination of the Development Agreement, to provide Lender ninety (90) days to cause same to be cured, which cure period shall be extended for such period of time as may be reasonably necessary for Lender to obtain possession or ownership of the Property by foreclosure or deed-in-lieu of foreclosure.

6. Acknowledgments and Agreements by Town. The Town hereby acknowledges and agrees as follows: (i) pursuant to Section 4 of the Assignment, that in the event Borrower has delivered to Lender that certain Absolute Assignment of Development Agreement (the "Absolute Assignment") in the form attached to the Assignment as Exhibit D, Lender has the right, upon the occurrence of any Event of Default (as defined in the Assignment), to cause the absolute and unconditional delivery to Lender of the Absolute Assignment, and to record the Absolute Assignment and same shall not constitute or cause a breach or default under the Development Agreement; (ii) following the delivery to Lender of the Absolute Assignment, the Town will recognize Lender as the absolute owner of all of the rights, title and interest of Borrower under the Development Agreement; (iii) the Town hereby consents and agrees not to unreasonably withhold its consent to the further assignment by Lender of the Development Agreement, and agrees that any sale of all or any portion of the property covered by the Development Agreement shall not constitute a breach or default under the Development Agreement; (iv) all of the payment obligations of the Town under the Development Agreement shall survive any foreclosure or voluntary conveyance of the property covered by the Development Agreement, and such payments shall be payable to (A) the party which acquires (whether by foreclosure, deed in lieu of foreclosure, a voluntary conveyance, or otherwise) the property covered by the Development Agreement, or (B) such other party to whom Lender absolutely assigns the Development Agreement; and (v) the payment obligations of the Town under the Development Agreement shall not be adversely affected by any sale to any other third party (including a third party which is not affiliated with Borrower) of all or any portion of the property covered by the Development Agreement. Notwithstanding the foregoing or any term in the Assignment to the contrary, the Town is not obligated to make any payment under the Development Agreement unless the obligations in Article 3 of the Development Agreement have been satisfied.

7. Notices. The Town hereby agrees to honor and comply with the notice provisions set forth in this CONSENT AND JOINDER OF TOWN, and agrees that Borrower and Lender are entitled to provide notice to the Town in accordance with the Assignment, at the following address for the Town:

Town of Flower Mound, Texas
2121 Cross Timbers Rd.
Flower Mound, TX 75028
Attention: Economic Development Director

[Signature page follows].

IN WITNESS WHEREOF, the Town has signed this Consent and Joinder of Town.

TOWN:

TOWN OF FLOWER MOUND, TEXAS, a Texas municipal corporation

By: _____
Name:
Title:

STATE OF _____ §
§
COUNTY OF _____ §

The foregoing instrument was ACKNOWLEDGED before me on this _____, 2019, by _____, the _____ of the TOWN OF FLOWER MOUND, TEXAS, a Texas municipal corporation, on behalf of said municipal corporation.

[Seal]

_____
Notary Public, State of _____

My Commission Expires:

_____

_____
Printed Name of Notary Public

Exhibit A to Consent and Joinder of Town

Development Agreement

[The Development Agreement follows this cover page.]

EXHIBIT C

PAYMENT DIRECTION NOTICE

[The Payment Direction Notice follows this cover page.]

Payment Direction Notice

_____, 2019

To: Town of Flower Mound, Texas
2121 Cross Timbers Rd.
Flower Mound, TX 75028
Attention: Economic Development Director

Re: Payment Direction Notice for Chapter 380 Agreement Between The Town of Flower Mound and Newstream Hotels and Resorts, LLC dated July 17, 2017 (the "**Development Agreement**"), as assigned by Newstream Hotels and Resorts LLC to Lakeside Crossing Land Partners LP pursuant to that certain Assignment of Chapter 380 Agreement Between The Town of Flower Mound and Newstream Hotels and Resorts, LLC, dated as of September 19, 2017, as assigned by Lakeside Crossing Land Partners LP to Newstream Retail Partners – FM LLC pursuant to that certain Partial Assignment of 380 Agreement, dated as of _____, 2019

Dear Madam or Sir:

Newstream Retail Partners – FM LLC ("**Developer**") has (i) assigned to BI 50 LLC ("**Lender**") all of the payments due and/or payable to Developer at any time under the Development Agreement, and (ii) agreed pursuant to a Collateral Assignment of Development Agreement dated as of _____, 2019 made by Developer to Lender that all payments due from the Town of Flower Mound, Texas (the "**Town**") under the Development Agreement for or relating to the property covered thereby will be paid directly to Lender. From and after the date hereof, Developer hereby irrevocably instructs and directs that all payments to be paid by you to Borrower under the Development Agreement or otherwise should be paid as follows:

(a) If paying by check, money order or other Instrument, please mail or otherwise deliver such items to Lender the following address:

BI 50 LLC
2601 S. Bayshore Drive
Suite 1200
Miami, Florida 33133
Attention: Alex Horn
Email: alex.horn@bridgeinvest.com

All checks or other Instruments should be made out to the name of "BI 50 LLC".

- OR -

(b) Transfer such amounts by wire transfer to the following account:

Bank Name:	
Bank Address:	
Bank Contact:	
ABA Number:	
Account Number:	
Account Name:	

These payment instructions cannot be withdrawn or modified without the prior written consent of Lender, or pursuant to a joint written instruction from the Developer and Lender. Until you receive written instructions from Lender, continue to send all payments due to the Developer under the Development Agreement to Lender as indicated in paragraphs (a) or (b) above. All payments must be delivered to Lender no later than the day on which such amounts are due under the Development Agreement.

DEVELOPER HEREBY INDEMNIFIES AND HOLDS HARMLESS THE TOWN FROM AND AGAINST ANY AND ALL COSTS, EXPENSE, LIABILITY AND OTHER DAMAGES WHICH THE TOWN MAY INCUR OR SUSTAIN BY REASON OF ITS ADHERENCE TO THE PROVISIONS OF THIS LETTER, INCLUDING (WITHOUT LIMITATION) THE REQUIREMENTS TO MAKE PAYMENTS DIRECTLY TO LENDER AS PROVIDED ABOVE.

Please acknowledge your receipt of this letter by signing this letter in the space below and returning an originally signed copy of this letter to Lender at the following address:

BI 50 LLC
2601 S. Bayshore Drive
Suite 1200
Miami, Florida 33133
Attention: Alex Horn
Email: alex.horn@bridgeinvest.com

If you have any questions concerning this letter, please contact Timothy C. Nystrom of Newstream Retail Partner – FM, LLC at (214) 995-8668. We appreciate your cooperation in this matter.

[Signature page follows.]

DEVELOPER:

NEWSTREAM RETAIL PARTNERS – FM LLC,
a Texas limited liability company

By: LC Retail Flower Mound LLC, a Texas limited liability company, its Manager

By: Newstream Ventures, LLC, a Texas limited liability company, its Manager

By:_____
Name:_____
Title: Managing Member

RECEIVED AND ACKNOWLEDGED:

TOWN OF FLOWER MOUND, TEXAS,
a Texas municipal corporation

By:_____
Name:_____
Title_____

EXHIBIT D

ABSOLUTE ASSIGNMENT

[The form of Absolute Assignment follows this cover page.]

ABSOLUTE ASSIGNMENT OF DEVELOPMENT AGREEMENT

This ABSOLUTE ASSIGNMENT OF DEVELOPMENT AGREEMENT ("**Assignment**") is dated as of _____, 2019, and executed by NEWSTREAM RETAIL PARTNERS – FM LLC, a Texas limited liability company ("**Assignor**"), to and for the benefit of BI 50 LLC, a Florida limited liability company ("**Assignee**").

WHEREAS, Newstream Hotels and Resorts, LLC, a Texas limited liability company also known as Newstream Hotels and Resorts LLC ("**Newstream**"), and the Town of Flower Mound, Texas, a Texas municipal corporation (the "**Town**"), executed that certain Chapter 380 Agreement Between The Town of Flower Mound and Newstream Hotels and Resorts, LLC dated July 17, 2017 (as the same may have been or may be amended, restated, or otherwise modified from time to time, the "**Development Agreement**") recorded in the Real Property Records of Denton County, Texas, as assigned by Newstream to Lakeside Crossing Land Partners LP, a Texas limited partnership ("**Lakeside**"), pursuant to that certain Assignment of Chapter 380 Agreement Between The Town of Flower Mound and Newstream Hotels and Resorts, LLC, dated September 18, 2017, made by Newstream in favor of Lakeside, recorded in the Real Property Records of Denton County, Texas, as assigned by Lakeside to Assignor, pursuant to that certain Partial Assignment of 380 Agreement, dated _____, made by Lakeside in favor of Assignor, recorded in the Real Property Records of Denton County, Texas.

FOR AND IN CONSIDERATION OF $10.00 and other good and valuable consideration received by Assignee, the receipt and sufficiency of which are hereby acknowledged and confessed:

1. Absolute Assignment. Assignor does hereby absolutely, unconditionally and irrevocably ASSIGN, TRANSFER, SET OVER, CONVEY and DELIVER unto Assignee, its successors and assigns, ail of the rights, powers, privileges and interests of Assignor in and to the Development Agreement.

2. No Personal Liability. In no event shall Assignee have any personal liability for any obligations or liabilities of the Assignor under the Development Agreement.

3. **Assignor Indemnity. ASSIGNOR HEREBY AGREES TO INDEMNIFY ASSIGNEE, DEFEND ASSIGNEE WITH COUNSEL SELECTED BY ASSIGNEE AND HOLD HARMLESS ASSIGNEE FROM AND AGAINST ALL LIABILITY, LOSS, DAMAGE, COST AND EXPENSE, INCLUDING SPECIFICALLY (BUT WITHOUT LIMITATION) REASONABLE ATTORNEYS' FEES AND COSTS OF COURT, WHICH ASSIGNEE MAY SUFFER OR INCUR BY REASON OF ANY ACT OR CAUSE OF ACTION OCCURRING OR ACCRUING, AND/OR. ARISING OUT OF THE DEVELOPMENT AGREEMENT, INCLUDING, WITHOUT LIMITATION, LIABILITY, LOSS, DAMAGE, COST AND EXPENSE ARISING OUT OF THE NEGLIGENCE OF ASSIGNEE; PROVIDED, HOWEVER, THE FOREGOING INDEMNITY SHALL NOT APPLY TO ANY LIABILITY, LOSS, DAMAGE, COST AND EXPENSE WHICH IS CAUSED SOLELY BY, OR ARISES SOLELY OUT OF, THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ASSIGNEE, AS DETERMINED BY A FINAL, NON-APPEALABLE ORDER OF A COURT OF COMPETENT JURISDICTION.**

4. Binding Effect. This Assignment is binding upon and shall inure to the benefit of the parties hereto, and their respective authorized agents and representatives, successors and assigns. This Assignment has been entered into by Assignor and Assignee solely for their benefit, and the benefit of their respective successors, assigns, authorized agents and representatives, and not for the benefit of any other persons not a party to this Assignment. No person shall be entitled to the benefits of any covenant, indemnification or other agreement made herein, whether as a third-party beneficiary or otherwise, except as expressly provided in this Assignment.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Assignor has signed this Assignment.

ASSIGNOR:

NEWSTREAM RETAIL PARTNERS – FM LLC,
a Texas limited liability company

By: LC Retail Flower Mound LLC, a Texas limited liability company, its Manager

By: Newstream Ventures, LLC, a Texas limited liability company, its Manager

By:_____
Name:_____
Title: Managing Member

STATE OF _____ §
§
COUNTY OF _____ §

The foregoing instrument was ACKNOWLEDGED before me on this _____, 2019, by _____, as the Managing Member of Newstream Ventures, LLC, a Texas limited liability company, the Manager of LC Retail Flower Mound LLC, a Texas limited liability company, the Manager of **NEWSTREAM RETAIL PARTNERS – FM LLC**, a Texas limited liability company (the "Company"), on behalf of said Company.

[Seal]

_____
Notary Public, State of Texas

My Commission Expires:

_____

_____
Printed Name of Notary Public

Attach#2-Lakeside Gerault Prtnsrshp Assign & Consent BI 50

COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT

This COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT ("**Assignment**") is dated as of _____, 2019, and executed by NEWSTREAM RETAIL PARTNERS – FM LLC, a Texas limited liability company ("**Borrower**"), in favor of BI 50 LLC, a Florida limited liability company ("**Lender**").

W I T N E S S E T H:

WHEREAS, Pursuant to the terms of that certain Loan Agreement by and between Borrower and Lender, dated _____, 2019 (as the same may be amended, restated, or otherwise modified from time to time, the "**Loan Agreement**"), Lender made a loan to Borrower in the original principal amount of Seven Million One Hundred Twenty Thousand and 00/100 Dollars ($7,120,000.00) (the "**Loan**"). The Loan was evidenced by, among other things, that certain Promissory Note, dated _____, 2019, executed by Borrower payable to the order of Lender, in the principal amount of the Loan (together with all amendments, modifications, renewals, substitutions and replacements thereof, the "**Note**") and is further evidenced and secured by the other Loan Documents (as defined in the Loan Agreement);

WHEREAS, Daldav Associates, L.L.P., a Texas limited liability partnership ("**Daldav**"), and the Town of Flower Mound, Texas, a Texas municipal corporation (the "**Town**"), executed that certain Lakeside Parkway/Gerault Road Partnership Agreement dated April 17, 2000 (as the same may have been or may be amended, restated, or otherwise modified from time to time, the "**Development Agreement**") recorded in the Real Property Records of Denton County, Texas, as assigned by Daldav to Lakeside Crossing Land Partners LP, a Texas limited partnership ("**Lakeside**"), pursuant to an assignment, dated as of September 19, 2017, made by Newstream in favor of Lakeside, recorded in the Real Property Records of Denton County, Texas, as assigned by Lakeside to Borrower, pursuant to that certain Partial Assignment of 380 Agreement, dated _____, made by Lakeside in favor of Borrower, recorded or to be recorded in the Real Property Records of Denton County, Texas;

WHEREAS, the Development Agreement relates to, among other things, the Land (the "**Land**") more particularly described on Exhibit A attached hereto and incorporated herein for all purposes, together with any and all streets, alleys, sidewalks, street lighting, screen walls, and utility lines and facilities, and similar items ("**Improvements**"), now or hereafter existing or constructed upon the Land (the Land and Improvements are herein collectively referred to as the "**Property**");

WHEREAS, pursuant to the Development Agreement, Borrower is relieved from payment of certain water and sewer assessments and street assessments and certain debt service on the Program (as therein defined) (any and all such payments Borrower is relieved from paying under the Development Agreement, including contingent, earned and unearned amounts, collectively, the "**Development Agreement Grants**"); and

WHEREAS, as additional security for the Loan, Lender has required, and Borrower has agreed to execute and deliver to Lender this Assignment.

NOW, THEREFORE, for and in consideration of the mutual and dependent covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Borrower hereby covenants and agrees to Lender as follows:

1. Assignment. Borrower does hereby GRANT, CONVEY, ASSIGN and TRANSFER to Lender all of Borrower's right, title and interest in and to all of the following (collectively, the "**Collateral**"): (i) all of Borrower's right, title and interest under the Development Agreement, but none of Borrower's obligations under the Development Agreement; (ii) the Development Agreement Proceeds and all other amounts which Borrower is relieved from paying under the Development Agreement; (iii) any and all Collateral acquired by Borrower in the future; and (iv) any and all proceeds of the Collateral. Borrower has not assigned to Lender, and Lender has not accepted, any of the liabilities of Borrower under the Development Agreement, and Borrower hereby expressly reserves unto Borrower all liabilities under the Development Agreement. Borrower hereby further covenants and agrees that the acceptance by Lender of payments otherwise due to Borrower under the Development Agreement shall not make Lender liable for the performance of any obligations of Borrower or any other party under the Development Agreement. LENDER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL LIABILITIES UNDER THE DEVELOPMENT AGREEMENT, AND BORROWER HEREBY RESERVES ALL SUCH LIABILITIES TO BORROWER.

2. Security Interest. This Assignment shall also constitute a security agreement with respect to the Collateral, and shall be, during the existence of the Loan Documents, a first and prior security interest under the Uniform Commercial Code of Texas and each other applicable jurisdiction as to the Collateral. In this regard, Borrower has GRANTED, BARGAINED, CONVEYED, ASSIGNED, TRANSFERRED and SET OVER, and by these presents does GRANT, BARGAIN, CONVEY, ASSIGN, TRANSFER and SET OVER, unto Lender, a first and prior security interest in and to the Collateral, to secure the full and timely payment of the Indebtedness (as hereinafter defined) and the full and timely performance and discharge of the Obligations (as hereinafter defined). Borrower hereby agrees that Lender shall have the right to file, without the consent of or prior notice to Borrower, such UCC financing statements as Lender shall deem appropriate with respect to this Assignment, the Collateral and the Development Agreement. Borrower further covenants and agrees to execute and deliver to Lender, in form and substance satisfactory to Lender, such further assurances as Lender may, from time to time, reasonably consider necessary to create, perfect and preserve Lender's security interest herein granted. Lender may cause (at the sole cost and expense of Borrower) any and or all of such UCC financing statements and assurances to be recorded and filed, at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest.

3. Intentionally Omitted.

4. Absolute Assignment. Prior to or concurrently with the execution and delivery of this Assignment by Borrower, Borrower shall execute and deliver to Lender the Absolute Assignment of Development Agreement (the "**Absolute Assignment**") in the form attached to this Assignment as Exhibit C, to be held by Lender in escrow until absolutely and unconditionally delivered to Lender pursuant to this Section 4. Borrower hereby unconditionally and irrevocably authorizes and directs Lender, upon the occurrence of any Event of Default (as defined in the Loan

Agreement), to take the following actions, at any time, as determined by Lender in the sole and absolute discretion of Lender, without prior notice to or the consent of Borrower: (i) to cause the release of the Absolute Assignment from escrow, and the absolute and unconditional delivery to Lender of the Absolute Assignment, and (ii) to record the Absolute Assignment in the Real Property Records of Denton County, Texas,

5. Secured Indebtedness. This Assignment is executed and all of the rights and properties covered and to be covered hereby have been assigned as security for and to secure the full, prompt and unconditional payment and performance of any and all indebtednesses, liabilities and obligations of Borrower now or hereafter existing or arising, absolute or contingent, direct or indirect, secured or unsecured, due or to become due, with respect to the Loan Documents (collectively, the "**Indebtedness**") and the performance and discharge of all obligations under and with respect to the Loan Documents (collectively, the "**Obligations**").

6. Attorney-in-Fact. Borrower hereby constitutes and appoints the Lender its true and lawful attorney, which appointment is hereby coupled with an interest and is therefore irrevocable, with full power of substitution, to, as and when provided by this Assignment and/or the Loan Documents, or otherwise upon any Event of Default: (i) ask, demand, collect, receive, receipt for, sue for, compound and give acquittance for any and all amounts constituting the Collateral, which may be due or become due or payable under the Development Agreement, (ii) execute any and all requests and notices or other demands for the payment of all or any part of the Collateral, (iii) endorse the name of the Borrower on all commercial paper or other instruments given in payment of all or any part of the Collateral, (iv) in the discretion of the Lender, file any claim or take any other action or proceeding, either in its own name or in the name of the Borrower or otherwise, which the Lender may deem necessary or appropriate to protect and preserve the rights, titles and interests of the Lender hereunder or of Borrower under the Development Agreement, and (v) without limiting the foregoing, the Lender shall have and is hereby given full power and authority to transfer the Development Agreement into the name of the Lender and/or its nominee to receive or demand all or any part of the Collateral without prior notice (except as otherwise expressly provided for in any of the Loan Documents) or further consent by Borrower.

7. Representations and Warranties. The Borrower represents and warrants that: (i) Borrower is the owner of the Collateral, free and clear of all liens and encumbrances of any nature whatsoever, except for those created in favor of the Lender under this Assignment; (ii) Borrower has full power, right and authority to execute and deliver this Assignment; (iii) the Development Agreement shall not be cancelled, terminated, amended or supplemented in any manner whatsoever without the prior written consent of Lender, which consent may be conditioned, withheld or delayed in the sole and absolute discretion of Lender; and (iv) the Development Agreement is in full force and effect and valid, binding and enforceable against Borrower and the Town as therein provided.

8. No Pledge or Assignment of Development Agreement. Subject to the other terms of this Assignment, Borrower covenants and agrees that for as long as Lender has any interest in the Development Agreement and/or the Collateral, Borrower will not pledge, assign or transfer all or any rights, titles or interests in and to the Development Agreement and the Collateral.

9. Representations, Warranties and Covenants of Borrower. Borrower hereby represents, warrants, covenants and agrees to Lender as follows: (i) the Development Agreement has been validly issued and is currently in full force in effect; (ii) the Development Agreement is in full compliance with all applicable laws and regulations including, without limitation, Texas Local Government Code Chapter 380; (iii) Borrower will satisfy all of the requirements set forth in the Development Agreement for the relief from payments under the Development Agreement Grants; (iv) upon request of Lender, Borrower shall furnish to Lender copies of any remittances, checks, statements, invoices or reports reflecting any payments or refunds made or payable by Town to Borrower under the Development Agreement; (v) except for this Assignment and the other Loan Documents, Borrower has not assigned, sold, conveyed, pledged, encumbered, or otherwise transferred or terminated in any respect any of Borrower's rights under the Development Agreement; (vi) upon request by Lender, from time to time and at any time, Borrower shall execute and deliver to Lender and/or the Town such agreements and instruments as Lender shall require in connection with the Development Agreement, including, without limitation, a release and indemnity in favor of the Town with respect to any future payments made by the Town to Lender instead of Borrower; (vii) without the prior written consent of Lender, which consent may be conditioned, withheld or delayed in the sole and absolute discretion of Lender, Borrower shall not (A) modify or amend in any respect the Development Agreement, or (B) waive any of the rights of Borrower or obligations of the Town under the Development Agreement, or terminate all or any portion of the Development Agreement, or (C) assign, sell, convey, pledge, encumber, or otherwise transfer or terminate in any respect any of Borrower's rights under the Development Agreement; (viii) Borrower shall at all times keep the Development Agreement in full force and effect, shall not terminate or agree to a termination thereof, and shall use its best efforts to cause the Town to make all payments due under the Development Agreement as and when such payments are due; and (ix) Borrower shall, within five (5) days after any request by Lender, which requests may be made from time to time and at any time, execute and deliver to Lender any and all documents, agreements, assignments and/or other Instruments (all of which shall be in form and substance as required by Lender in its sole and absolute direction) as Lender shall require with respect to the Development Agreement.

10. Release of Collateral. Upon the payment in full to Lender of all sums due and owing with respect to the Indebtedness and the performance of the Obligations under the Loan Documents, and the termination of all of Lender's liabilities under the Loan Documents, the Lender, at the written request and expense of Borrower, shall release the Collateral and terminate this Assignment pursuant to instruments acceptable to Lender.

11. Remedies. If any Event of Default shall occur under any Loan Document, the Lender shall be entitled to (i) unilaterally declare this Assignment to be an absolute and unconditional assignment of the Collateral and all of Borrower's rights in, to and under the Development Agreement, (ii) exercise any and all of Borrower's rights in, to and under the Development Agreement, or (iii) any and all other rights, remedies and recourses which Lender may have under applicable law.

12. Application of Proceeds. By its acceptance of this Assignment, Lender hereby agrees that upon receipt of any Development Agreement Proceeds, Lender shall, to the extent permitted under applicable law, apply such funds in the following order of priority: (i) to payment

of all sums expended by Lender under the terms of this Assignment for the collection of such Development Agreement Proceeds; and (ii) the balance thereof as set forth in the Loan Agreement.

13. Waiver. To the extent Borrower may be deemed to be a surety as a result of the execution of this Assignment, Borrower, to the maximum extent permitted by applicable law, hereby waives (i) all rights Borrower may have as a surety, (ii) all notice of acceptance hereof, protest, demand and dishonor, presentment and demands of any kind now or hereafter provided for by any statute or rule of law, (iii) any and all requirements that Lender institute any action or proceeding, or exhaust any or all of Lender's rights, remedies or recourses, against the Borrower, or any and all guarantors of the Loan, or any part thereof, or in respect to any of the property covered by the Loan Documents, as a condition precedent to exercising any right or remedy of Lender contained in this Assignment, (iv) any defense arising by reason of any disability, insolvency, lack of authority or power, death, insanity, minority, dissolution or any other defense of Borrower, or any other surety, co-maker, endorser or guarantor of the Indebtedness (even though rendering same void, unenforceable or otherwise uncollectible), and (v) any claim Borrower might otherwise have against Lender by virtue of Lender's invocation of any right, remedy or recourse permitted it under this Assignment.

14. No Release. Borrower hereby agrees that (i) the payments called for and provisions contained in the Loan Documents, including specifically the Note, as defined therein, may be renewed, extended, rearranged, modified, released or cancelled, (ii) all or any part of any of the property covered by the Loan Documents may be released from, and any new or additional security may be added to, the liens and security interests of the Loan Documents, (iii) any guarantor, and any additional parties who may become personally liable for repayment of any portion of the Indebtedness, may hereafter be released from their liability, and (iv) Lender and any other party may take any and all action with reference to the Loan Documents (regardless of whether same might vary the risk or alter the rights, remedies or recourses of Borrower), including specifically the settlement or compromise of any amount allegedly due thereunder, all without notice to, consideration to or the consent of Borrower, and no such acts shall in any way release, diminish, or affect this Assignment. It is the intent of Borrower that the obligations under this Assignment and in connection with the Collateral are primary, absolute and unconditional under any and all circumstances and that, subject to the other terms and provisions of this Assignment, until the Indebtedness is fully and finally paid and the Obligations under the Loan Documents are fully and finally satisfied, neither this Assignment nor any of Borrower's obligations under this Assignment shall be discharged or released, in whole or in part, by any act or occurrence which might, but for this paragraph, be deemed a legal or equitable discharge or release of a guarantor or surety.

15. No Election of Remedies. The rights and remedies of the Lender under this Assignment and the Loan Documents shall be cumulative, and the exercise or partial exercise of any such right or remedy shall not preclude the exercise of any other right or remedy.

16. Successors and Assigns. This Assignment and all representations and warranties, powers and rights herein contained or resulting herefrom are binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

17. Venue. Borrower hereby consents to nonexclusive personal jurisdiction in any state or Federal court located within the State of Texas.

18. Applicable Law. This Assignment shall be governed by the laws of the State of Texas, without regard to principles of conflicts of laws, and applicable federal law.

19. Notices. All notices, demands, or other communications under this Assignment shall be in writing and shall be delivered to the appropriate party at the address set forth on the signature page of each party hereto (or, in the case of Lender, at the address below), including the Town on the signature page to the Consent and Joinder of Town attached to this Assignment (subject to change from time to time by written notice to all other parties to this Assignment). All notices, demands or other communications shall be considered as properly given if delivered personally or sent by first class United States Postal Service mail, postage prepaid, or by Overnight Express Mail or by overnight commercial courier service, charges prepaid, except that notice of default may be sent by certified mall, return receipt requested, charges prepaid. Notices so sent shall be effective three (3) days after mailing, if mailed by first class mail, and otherwise upon delivery or refusal; provided, however, that non-receipt of any communication as the result of any change of address of which the sending party was not notified or as the result of a refusal to accept delivery shall be deemed receipt of such communication. Furthermore, and notwithstanding the preceding, email shall be deemed sufficient notice hereunder and shall be deemed received upon receipt by the addressee. Any party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days notice to the other party in the manner set forth hereinabove.

Notice address for Lender:

BI 50 LLC
2601 S. Bayshore Drive
Suite 1200
Miami, Florida 33133
Attention: Alex Horn
Email: alex.horn@bridgeinvest.com

with copies by regular mall or such hand delivery to:

Bryan Cave Leighton Paisner LLP
One Atlantic Center
Fourteenth Floor
1201 West Peachtree Street, NW
Atlanta, Georgia 30309-3488
Attention: Johnny D. Latzak, Jr., Esq.
Email: jay.latzak@bclplaw.com

20. Counterparts. To facilitate execution, this document may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single document. It shall not be necessary in making proof of this document to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the

legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

21. Consent and Joinder. Borrower hereby agrees to cause the execution and delivery, concurrently with the execution and delivery hereof by Borrower to Lender, by the Town of the Consent and Joinder of Town (herein so called) in substantially the same form as the consent and joinder attached hereto as Exhibit B and incorporated herein by reference for all purposes. Nevertheless, if Lender accepts this Assignment, in its sole and absolute discretion, without the execution and delivery by Town of the Consent and Joinder of Town, Borrower agrees to use its best efforts to cause the Town to execute and deliver same to Lender; provided, however, same shall not and will not render this Assignment null and void and unenforceable and, notwithstanding such failure or refusal of the Town to execute and deliver the Consent and Joinder of Town, this Assignment is valid, binding and enforceable against Borrower and Lender as herein provided.

22. Rules of Construction. The word "Borrower" as used herein shall include both the named Borrower and any other person at any time assuming or otherwise becoming primarily liable for all or any part of the obligations of the named Borrower under the Note and the other Loan Documents. The word "Lender" as used herein shall include the named Lender, its successors, assigns and affiliates.

23. Use of Singular and Plural; Gender. When the identity of the parties or other circumstances make it appropriate, the singular number includes the plural, and the masculine gender includes the feminine and/or neuter.

24. Exhibits, Schedules and Riders. All exhibits, schedules, riders and other items attached hereto are incorporated into this Assignment by such attachment for all purposes.

25. Inconsistencies. In the event of any inconsistencies between the terms of this Assignment and the terms of any of the other Loan Documents, the terms of this Assignment shall prevail.

26. Integration: Interpretation. THIS ASSIGNMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN BORROWER AND LENDER AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF BORROWER AND LENDER. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN BORROWER AND LENDER. THIS INSTRUMENT MAY BE AMENDED ONLY BY AN INSTRUMENT IN WRITING EXECUTED BY BORROWER AND LENDER.

27. Waiver of Consumer Rights. BORROWER REPRESENTS AND WARRANTS TO LENDER THAT BORROWER (i) IS A BUSINESS CONSUMER, (ii) HAS KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT ENABLE BORROWER TO EVALUATE THE MERITS AND RISKS OF THE SUBJECT TRANSACTION, (iii) IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION WITH RESPECT TO THE SUBJECT TRANSACTION, AND (iv) HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL (WHO WAS NOT, DIRECTLY OR

INDIRECTLY, IDENTIFIED, SUGGESTED OR SELECTED BY LENDER OR LENDER'S AGENTS) IN CONNECTION WITH THE REFERENCED TRANSACTION.

28. WAIVER OF RIGHT TO TRIAL BY JURY. LENDER, BY ITS ACCEPTANCE OF THIS ASSIGNMENT, AND BORROWER, UNCONDITIONALLY AND IRREVOCABLY, EACH WAIVES, RELINQUISHES, AND FOREVER FORGOES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THE LOAN, THIS ASSIGNMENT, ANY OTHER LOAN DOCUMENT, AND/OR ANY ACTION TAKEN IN CONNECTION THEREWITH, INCLUDING THOSE BASED ON OR ARISING FROM AN ALLEGED CONTRACT CLAIM, TORT, STATUTE, CONSTITUTION, OR OTHER. BORROWER ACKNOWLEDGES THAT THIS WAIVER IS MADE VOLUNTARILY, KNOWINGLY, AND WITH FULL AWARENESS OF THE LEGAL CONSEQUENCES.

[Signature page follows.]

IN WITNESS WHEREOF, Borrower has signed this Assignment.

BORROWER:

NEWSTREAM RETAIL PARTNERS – FM LLC,
a Texas limited liability company

By: LC Retail Flower Mound LLC, a Texas limited liability company, its Manager

By: Newstream Ventures, LLC, a Texas limited liability company, its Manager

By:_____
Name:_____
Title: Managing Member

Address:

311 S. Oak Street, Suite 250
Roanoke, Texas 76262

STATE OF TEXAS)
)ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____, as the Managing Member of Newstream Ventures, LLC, a Texas limited liability company, the Manager of LC Retail Flower Mound LLC, a Texas limited liability company, the Manager of **NEWSTREAM RETAIL PARTNERS – FM LLC**, a Texas limited liability company (the "Company"), on behalf of said Company.

[Seal]

_____
Notary Public, State of Texas

My Commission Expires:

_____

_____
Printed Name of Notary Public

EXHIBIT A

PROPERTY DESCRIPTION

BEING Lots 4 and 5, Block A, of Record Plat, LAKESIDE CROSSING, an Addition to the Town of Flower Mound, Denton County, Texas, according to the Map thereof recorded in Volume 2019, Page 97, of the Map Records of Denton County, Texas.

EXHIBIT B

CONSENT AND JOINDER OF TOWN

[The Consent and Joinder of Town follows this cover page.]

CONSENT AND JOINDER OF TOWN

This CONSENT AND JOINDER OF TOWN dated _____, 2019, and executed by the TOWN OF FLOWER MOUND, TEXAS, a Texas municipal corporation (the "**Town**"), and is executed pursuant to that certain Collateral Assignment of Development Agreement ("**Assignment**") dated _____, 2019, executed by Newstream Retail Partner – FM, LLC, a Texas limited liability company ("**Borrower**"), to BI 50 LLC, a Florida limited liability company ("**Lender**").

For and in consideration of the mutual and dependent covenants contained in the Development Agreement (as defined in the Assignment) and the Assignment and this Consent and Joinder of Town, the Town hereby represents, warrants, covenants and agrees as follows:

1. Consent. The Town hereby (i) acknowledges the execution and delivery of the Assignment, and (ii) consents to the assignment of the Collateral pursuant to Section 1 of the Assignment. Notwithstanding anything else to the contrary contained herein, in the event of a conflict between the terms of the Assignment and the Development Agreement, the terms of the Development Agreement shall control.

2. Representations. The Town hereby represents that the Development Agreement attached hereto as Exhibit A is a true, correct and complete copy of same.

3. Intentionally Omitted.

4. No Liability of Lender. The Town acknowledges and agrees that Lender has no liability under the Development Agreement as a result of the Assignment, except where otherwise provided in the Development Agreement. In the event of an Absolute Assignment, Lender assumes all liabilities of Borrower under the Development Agreement, in accordance with its terms.

5. Conditions. The Town hereby acknowledges and agrees that until Borrower has satisfied, and the Town has approved, all of the conditions of Borrower under the Development Agreement, Town agrees to provide to Lender, concurrent with the notice sent to Borrower, a copy of any notice of non-compliance therewith. In addition, the Town agrees that as a condition precedent to declaring any default, breach or termination of the Development Agreement, to provide Lender ninety (90) days to cause same to be cured, which cure period shall be extended for such period of time as may be reasonably necessary for Lender to obtain possession or ownership of the Property by foreclosure or deed-in-lieu of foreclosure.

6. Acknowledgments and Agreements by Town. The Town hereby acknowledges and agrees as follows: (i) pursuant to Section 4 of the Assignment, that in the event Borrower has delivered to Lender that certain Absolute Assignment of Development Agreement (the "Absolute Assignment") in the form attached to the Assignment as Exhibit C, Lender has the right, upon the occurrence of any Event of Default (as defined in the Assignment), to cause the absolute and unconditional delivery to Lender of the Absolute Assignment, and to record the Absolute Assignment and same shall not constitute or cause a breach or default under the Development Agreement; (ii) following the delivery to Lender of the Absolute Assignment, the Town will recognize Lender as the absolute owner of all of the rights, obligations, title and interest of

Borrower under the Development Agreement; and (iii) the Town hereby consents and agrees not to unreasonably withhold its consent to the further assignment by Lender of the Development Agreement, and agrees that any sale of all or any portion of the property covered by the Development Agreement shall not constitute a breach or default under the Development Agreement.

7. Notices. The Town hereby agrees to honor and comply with the notice provisions set forth in this CONSENT AND JOINDER OF TOWN, and agrees that Borrower and Lender are entitled to provide notice to the Town in accordance with the Assignment, at the following address for the Town:

Town of Flower Mound, Texas
2121 Cross Timbers Rd.
Flower Mound, TX 75028
Attention: Economic Development Director

[Signature page follows].

IN WITNESS WHEREOF, the Town has signed this Consent and Joinder of Town.

TOWN:

TOWN OF FLOWER MOUND, TEXAS, a Texas municipal corporation

By: _____
Name:
Title:

STATE OF _____ §
§
COUNTY OF _____ §

The foregoing instrument was ACKNOWLEDGED before me on this _____, 2019, by _____, the _____ of the TOWN OF FLOWER MOUND, TEXAS, a Texas municipal corporation, on behalf of said municipal corporation.

[Seal]

_____
Notary Public, State of _____

My Commission Expires:

_____

_____
Printed Name of Notary Public

Exhibit A to Consent and Joinder of Town

Development Agreement

[The Development Agreement follows this cover page.]

EXHIBIT C

ABSOLUTE ASSIGNMENT

[The form of Absolute Assignment follows this cover page.]

ABSOLUTE ASSIGNMENT OF DEVELOPMENT AGREEMENT

This ABSOLUTE ASSIGNMENT OF DEVELOPMENT AGREEMENT ("**Assignment**") is dated as of _____, 2019, and executed by NEWSTREAM RETAIL PARTNERS – FM LLC, a Texas limited liability company ("**Assignor**"), to and for the benefit of BI 50 LLC, a Florida limited liability company ("**Assignee**").

WHEREAS, Daldav Associates, L.L.P., a Texas limited liability partnership ("**Daldav**"), and the Town of Flower Mound, Texas, a Texas municipal corporation (the "**Town**"), executed that certain Lakeside Parkway/Gerault Road Partnership Agreement dated April 17, 2000 (as the same may have been or may be amended, restated, or otherwise modified from time to time, the "**Development Agreement**") recorded in the Real Property Records of Denton County, Texas, as assigned by Daldav to Lakeside Crossing Land Partners LP, a Texas limited partnership ("**Lakeside**"), pursuant to an assignment, dated as of September 19, 2017, made by Newstream in favor of Lakeside, recorded in the Real Property Records of Denton County, Texas, as assigned by Lakeside to Assignor, pursuant to that certain Partial Assignment of 380 Agreement, dated _____, made by Lakeside in favor of Assignor, recorded in the Real Property Records of Denton County, Texas.

FOR AND IN CONSIDERATION OF $10.00 and other good and valuable consideration received by Assignee, the receipt and sufficiency of which are hereby acknowledged and confessed:

1. Absolute Assignment. Assignor does hereby absolutely, unconditionally and irrevocably ASSIGN, TRANSFER, SET OVER, CONVEY and DELIVER unto Assignee, its successors and assigns, ail of the rights, obligations, powers, privileges and interests of Assignor in and to the Development Agreement.

2. **Assignor Indemnity. ASSIGNOR HEREBY AGREES TO INDEMNIFY ASSIGNEE, DEFEND ASSIGNEE WITH COUNSEL SELECTED BY ASSIGNEE AND HOLD HARMLESS ASSIGNEE FROM AND AGAINST ALL LIABILITY, LOSS, DAMAGE, COST AND EXPENSE, INCLUDING SPECIFICALLY (BUT WITHOUT LIMITATION) REASONABLE ATTORNEYS' FEES AND COSTS OF COURT, WHICH ASSIGNEE MAY SUFFER OR INCUR BY REASON OF ANY ACT OR CAUSE OF ACTION OCCURRING OR ACCRUING, AND/OR. ARISING OUT OF THE DEVELOPMENT AGREEMENT, INCLUDING, WITHOUT LIMITATION, LIABILITY, LOSS, DAMAGE, COST AND EXPENSE ARISING OUT OF THE NEGLIGENCE OF ASSIGNEE; PROVIDED, HOWEVER, THE FOREGOING INDEMNITY SHALL NOT APPLY TO ANY LIABILITY, LOSS, DAMAGE, COST AND EXPENSE WHICH IS CAUSED SOLELY BY, OR ARISES SOLELY OUT OF, THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ASSIGNEE, AS DETERMINED BY A FINAL, NON-APPEALABLE ORDER OF A COURT OF COMPETENT JURISDICTION.**

3. Binding Effect. This Assignment is binding upon and shall inure to the benefit of the parties hereto, and their respective authorized agents and representatives, successors and assigns. This Assignment has been entered into by Assignor and Assignee solely for their benefit, and the benefit of their respective successors, assigns, authorized agents and representatives, and not for the benefit of any other persons not a party to this Assignment. No person shall be entitled to the benefits of any covenant, indemnification or other agreement made herein, whether as a third-party beneficiary or otherwise, except as expressly provided in this Assignment.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Assignor has signed this Assignment.

ASSIGNOR:

NEWSTREAM RETAIL PARTNERS – FM LLC,
a Texas limited liability company

By: LC Retail Flower Mound LLC, a Texas limited liability company, its Manager

By: Newstream Ventures, LLC, a Texas limited liability company, its Manager

By:_____
Name:_____
Title: Managing Member

STATE OF _____ §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____, as the Managing Member of Newstream Ventures, LLC, a Texas limited liability company, the Manager of LC Retail Flower Mound LLC, a Texas limited liability company, the Manager of **NEWSTREAM RETAIL PARTNERS – FM LLC**, a Texas limited liability company (the "Company"), on behalf of said Company.

[Seal]

_____
Notary Public, State of Texas

My Commission Expires:

_____

_____
Printed Name of Notary Public

TOWN COUNCIL AGENDA ITEM NO. 30

REGULAR ITEM

DATE: November 4, 2019

FROM: Andrea Roy, Director of Economic Development

ITEM: **Public Hearing to consider an assignment of the Chapter 380 Agreement with Newstream Hotels & Resorts, LLC, (through Lakeside Crossing Land Partners, LP) and the Lakeside Parkway/Gerault Road Partnership Agreement (Daldav) for Lots 1, 2, 3, 6, 7, and 8x, to BI 43 LLC, and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND INFORMATION: This item is for consideration of an assignment of the Chapter 380 Agreement with Newstream Hotels & Resorts, LLC (through Lakeside Crossing Land, LP) and the Lakeside Parkway/Gerault Road Partnership Agreement (Daldav) to BI 43 LLC, for Lots 1, 2, 3, 6, 7, and 8x.

The subject assignment has been requested by representatives of Newstream Hotels & Resorts (through Lakeside Crossing Land, LP) as a requirement associated with the $3.32 million loan through BI 43 LLC, the lender. The assignment will assign the benefits associated with the Chapter 380 Agreement to the Lender for the term of the Loan.

Chapter 380 Agreement

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

Assignments
On September 19, 2017, the Town authorized assignment of the Chapter 380 Agreement from Newstream Hotels & Resorts, LLC to Lakeside Crossing Land Partners, LP. Soon thereafter, on October 2, 2017, the Town Council approved a Collateral Assignment from Lakeside Crossing Land, LP to the project's lender, Spectrum Origination.

First Amendment
On December 17, 2018, the Town authorized a first amendment to extend the performance deadlines within the Chapter 380 Incentive Agreement by approximately 7 ½ months, to allow the developer to complete negotiations with the new hotel brand, which was Hotel RL. Associated with the amendment, a deadline to submit hotel plans to the Town was added, as well as a stipulation allowing the Town's use of the hotel meeting space.

Second Amendment
On June 17, 2019, the Town authorized a second amendment, providing an additional four month extension on the performance deadlines related to following deliverables. In exchange for such extensions, the term for the real and business personal property rebate was reduced from seven (7) years to five (5) years.

Third Amendment
On August 5, 2019, the Town authorized a third amendment, allowing for adjustments to the size and design of Building 4 & 5, as the developer has now determined the precise layout of these buildings, which varies from the original concept. This amendment also modifies the timing of payments owed to the developer, with the Town holding incentive payments for the commercial buildings (2-7) until all buildings are complete and receive a Building Final or Certificate of Occupancy. Incentives associated with the hotel are not affected by this amendment.

Lakeside Parkway/Gerault Road Partnership Agreement (Daldav)

On January 29, 2001, the Town executed a Partnership Agreement with the owners of certain property in the Lakeside Business District to fund the construction of roadways and related infrastructure serving their property in an effort to stimulate economic development activity in this area. Infrastructure improvements outlined in the Partnership Agreement have been completed and the Town has no further obligations associated with this Agreement; however, some properties covered by the Agreement continue to make annual payments to the Town based on their pro rata share of the debt. This Partnership Agreement applies to property which is now to be included within the proposed Lakeside Crossing Development.

On October 2, 2017, the Town Council approved an assignment of the Lakeside Parkway/Gerault Road Partnership Agreement to the project's lender, Spectrum Origination.

The subject assignment of the Partnership Agreement has been requested by representatives of Newstream Hotels & Resorts (through Lakeside Crossing Land, LP) as a requirement associated with the loan through BI 43 LLC, the lender.

A companion request (Assignment of the Chapter 380 Agrmnt. & Lakeside Parkway/Gerault Road Partnership Agreement to BI 50 LLC for Lots 4 & 5) is being considered on this same agenda (11-4-19).

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Proposed Expenditure:	Account Number(s):
N/A	N/A

Finance Review by: NA

LEGAL REVIEW: Drew Larkin of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the Assignment and Consent documents as to form and legality.

ATTACHMENTS:

1. Chapter 380 Agreement - Assignment & Consent and Joinder of Town
2. Lakeside Parkway/Gerault Road Partnership Agreement – Assignment & Consent and Joinder of Town

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

Attach#1-Ch 380 Agrmnt Assign & Consent BI 43

COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT

This COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT ("**Assignment**") is dated as of _____, 2019, and executed by LAKESIDE CROSSING LAND PARTNERS LP, a Texas limited partnership ("**Borrower**"), in favor of BI 43 LLC, a Florida limited liability company ("**Lender**").

W I T N E S S E T H:

WHEREAS, Pursuant to the terms of that certain Loan Agreement by and between Borrower and Lender, dated _____, 2019 (as the same may be amended, restated, or otherwise modified from time to time, the "**Loan Agreement**"), Lender made a loan to Borrower in the original principal amount of THREE MILLION THREE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS ($3,320,000.00) (the "**Loan**"). The Loan was evidenced by, among other things, that certain Promissory Note, dated _____, 2019, executed by Borrower payable to the order of Lender, in the principal amount of the Loan (together with all amendments, modifications, renewals, substitutions and replacements thereof, the "**Note**") and is further evidenced and secured by the other Loan Documents (as defined in the Loan Agreement);

WHEREAS, Newstream Hotels and Resorts, LLC, a Texas limited liability company also known as Newstream Hotels and Resorts LLC ("**Newstream**"), and the Town of Flower Mound, Texas, a Texas municipal corporation (the "**Town**"), executed that certain Chapter 380 Agreement Between The Town of Flower Mound and Newstream Hotels and Resorts, LLC dated July 17, 2017 (as the same may have been or may be amended, restated, or otherwise modified from time to time, the "**Development Agreement**") recorded in the Real Property Records of Denton County, Texas, as assigned by Newstream to Borrower pursuant to that certain Assignment of Chapter 380 Agreement Between The Town of Flower Mound and Newstream Hotels and Resorts, LLC, dated September 18, 2017, made by Newstream in favor of Borrower, recorded in the Real Property Records of Denton County, Texas;

WHEREAS, the Development Agreement relates to, among other things, the Land (the "**Land**") more particularly described on Exhibit A attached hereto and incorporated herein for all purposes, together with any and all streets, alleys, sidewalks, street lighting, screen walls, and utility lines and facilities, and similar items ("**Improvements**"), now or hereafter existing or constructed upon the Land (the Land and Improvements are herein collectively referred to as the "**Property**");

WHEREAS, pursuant to the Development Agreement, Borrower is entitled to receive payment from the Town of funds equal to the amounts of the TPP Grants, Real Property Grants, Sales Tax Grants, Impact Fee Grants and HOT Grants (collectively, the "**Grants**") (any and all such payments Borrower receives or is entitled to receive under the Development Agreement, including contingent, earned and unearned amounts, collectively, the "**Development Agreement Proceeds**"); and

WHEREAS, as additional security for the Loan, Lender has required, and Borrower has agreed to execute and deliver to Lender this Assignment.

NOW, THEREFORE, for and in consideration of the mutual and dependent covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Borrower hereby covenants and agrees to Lender as follows:

1. Assignment. Borrower does hereby GRANT, CONVEY, ASSIGN and TRANSFER to Lender all of Borrower's right, title and interest in and to all of the following (collectively, the "**Collateral**"): (i) all of Borrower's right, title and interest under the Development Agreement, but none of Borrower's obligations under the Development Agreement; (ii) the Development Agreement Proceeds and all other amounts, including, without limitation, contingent, earned and unearned amounts, payable to Borrower under the Development Agreement; (iii) any and all Collateral acquired by Borrower in the future; and (iv) any and all proceeds of the Collateral. Borrower has not assigned to Lender, and Lender has not accepted, any of the liabilities of Borrower under the Development Agreement, and Borrower hereby expressly reserves unto Borrower all liabilities under the Development Agreement. Borrower hereby further covenants and agrees that the acceptance by Lender of payments otherwise due to Borrower under the Development Agreement shall not make Lender liable for the performance of any obligations of Borrower or any other party under the Development Agreement. LENDER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL LIABILITIES UNDER THE DEVELOPMENT AGREEMENT, AND BORROWER HEREBY RESERVES ALL SUCH LIABILITIES TO BORROWER.

2. Security Interest. This Assignment shall also constitute a security agreement with respect to the Collateral, and shall be, during the existence of the Loan Documents, a first and prior security interest under the Uniform Commercial Code of Texas and each other applicable jurisdiction as to the Collateral. In this regard, Borrower has GRANTED, BARGAINED, CONVEYED, ASSIGNED, TRANSFERRED and SET OVER, and by these presents does GRANT, BARGAIN, CONVEY, ASSIGN, TRANSFER and SET OVER, unto Lender, a first and prior security interest in and to the Collateral, to secure the full and timely payment of the Indebtedness (as hereinafter defined) and the full and timely performance and discharge of the Obligations (as hereinafter defined). Borrower hereby agrees that Lender shall have the right to file, without the consent of or prior notice to Borrower, such UCC financing statements as Lender shall deem appropriate with respect to this Assignment, the Collateral and the Development Agreement. Borrower further covenants and agrees to execute and deliver to Lender, in form and substance satisfactory to Lender, such further assurances as Lender may, from time to time, reasonably consider necessary to create, perfect and preserve Lender's security interest herein granted. Lender may cause (at the sole cost and expense of Borrower) any and or all of such UCC financing statements and assurances to be recorded and filed, at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest.

3. Payments Directly to Lender. From and after the date of this Assignment, all payments with respect to the Collateral shall be made directly to Lender. Borrower hereby unconditionally and irrevocably authorizes and directs the Town to make any and all payments of the Collateral directly to Lender, pursuant to the payment instructions provided by Lender to the Town from time to time, as such instructions may be modified by Lender from time to time. Concurrently with the execution and delivery of this Agreement, Borrower shall deliver to Lender the irrevocable notice (the "**Payment Direction Notice**"), in the form attached to this Assignment

as Exhibit C, directing the Town to pay directly to Lender all amounts payable to Borrower under the Development Agreement, for which the Town has acknowledged receipt thereof. BORROWER HEREBY INDEMNIFIES AND HOLDS HARMLESS THE TOWN FROM AND AGAINST ANY AND ALL COSTS, EXPENSE, LIABILITY AND OTHER DAMAGES WHICH THE TOWN MAY INCUR OR SUSTAIN BY REASON OF ITS ADHERENCE TO THE PROVISIONS OF THIS ASSIGNMENT, INCLUDING (WITHOUT LIMITATION) THE REQUIREMENTS TO MAKE PAYMENTS OF THE COLLATERAL DIRECTLY TO LENDER AS PROVIDED ABOVE. The Town's obligation to make payment directly to Lender as provided in this Assignment shall continue until such time as Lender has executed a termination of this Assignment and filed a termination of the applicable UCC financing statement relating to the Collateral, or when the Town has made payment of all of the Collateral in accordance with the terms and provisions of this Assignment.

4. Absolute Assignment. Prior to or concurrently with the execution and delivery of this Assignment by Borrower, Borrower shall execute and deliver to Lender the Absolute Assignment of Development Agreement (the "**Absolute Assignment**") in the form attached to this Assignment as Exhibit D, to be held by Lender in escrow until absolutely and unconditionally delivered to Lender pursuant to this Section 4. Borrower hereby unconditionally and irrevocably authorizes and directs Lender, upon the occurrence of any Event of Default (as defined in the Loan Agreement), to take the following actions, at any time, as determined by Lender in the sole and absolute discretion of Lender, without prior notice to or the consent of Borrower: (i) to cause the release of the Absolute Assignment from escrow, and the absolute and unconditional delivery to Lender of the Absolute Assignment, and (ii) to record the Absolute Assignment in the Real Property Records of Denton County, Texas,

5. Secured Indebtedness. This Assignment is executed and all of the rights and properties covered and to be covered hereby have been assigned as security for and to secure the full, prompt and unconditional payment and performance of any and all indebtednesses, liabilities and obligations of Borrower now or hereafter existing or arising, absolute or contingent, direct or indirect, secured or unsecured, due or to become due, with respect to the Loan Documents (collectively, the "**Indebtedness**") and the performance and discharge of all obligations under and with respect to the Loan Documents (collectively, the "**Obligations**").

6. Attorney-in-Fact. Borrower hereby constitutes and appoints the Lender its true and lawful attorney, which appointment is hereby coupled with an interest and is therefore irrevocable, with full power of substitution, to, as and when provided by this Assignment and/or the Loan Documents, or otherwise upon any Event of Default: (i) ask, demand, collect, receive, receipt for, sue for, compound and give acquittance for any and all amounts constituting the Collateral, which may be due or become due or payable under the Development Agreement, (ii) execute any and all requests and notices or other demands for the payment of all or any part of the Collateral, (iii) endorse the name of the Borrower on all commercial paper or other instruments given in payment of all or any part of the Collateral, (iv) in the discretion of the Lender, file any claim or take any other action or proceeding, either in its own name or in the name of the Borrower or otherwise, which the Lender may deem necessary or appropriate to protect and preserve the rights, titles and interests of the Lender hereunder or of Borrower under the Development Agreement, and (v) without limiting the foregoing, the Lender shall have and is hereby given full power and authority to transfer the Development Agreement into the name of the Lender and/or its nominee to receive

or demand all or any part of the Collateral without prior notice (except as otherwise expressly provided for in any of the Loan Documents) or further consent by Borrower.

7. Representations and Warranties. The Borrower represents and warrants that: (i) Borrower is the owner of the Collateral, free and clear of all liens and encumbrances of any nature whatsoever, except for those created in favor of the Lender under this Assignment; (ii) Borrower has full power, right and authority to execute and deliver this Assignment; (iii) the Development Agreement shall not be cancelled, terminated, amended or supplemented in any manner whatsoever without the prior written consent of Lender, which consent may be conditioned, withheld or delayed in the sole and absolute discretion of Lender; and (iv) the Development Agreement is in full force and effect and valid, binding and enforceable against Borrower and the Town as therein provided.

8. No Pledge or Assignment of Development Agreement. Subject to the other terms of this Assignment, Borrower covenants and agrees that for as long as Lender has any interest in the Development Agreement and/or the Collateral, Borrower will not pledge, assign or transfer all or any rights, titles or interests in and to the Development Agreement and the Collateral.

9. Representations, Warranties and Covenants of Borrower. Borrower hereby represents, warrants, covenants and agrees to Lender as follows: (i) the Development Agreement has been validly issued and is currently in full force in effect; (ii) the Development Agreement is in full compliance with all applicable laws and regulations including, without limitation, Texas Local Government Code Chapter 380; (iii) Borrower will satisfy all of the requirements set forth in the Development Agreement for the payment to Borrower of payments under the Grants, including, without limitation, all requirements set forth in Article 3 of the Development Agreement, the requirements for Capital Investment set forth in Section 4.3(d) and the prohibition on use of undocumented workers as set forth in Section 6.15 of the Development Agreement; (iv) upon request of Lender, Borrower shall furnish to Lender, concurrently with the delivery thereof in accordance with the Development Agreement, the following: (A) each Sales Tax Report pursuant to Section 3.6 of the Development Agreement; (B) each Payment Request pursuant to Sections 4.1, 4.2, 4.3(d), 4.4(d), and 4.5 of the Development Agreement; (C) the Annual Plan and Budget pursuant to Section 4.3(c)(1) of the Development Agreement and the approval of the Town with respect to same pursuant to Section 4.3(c)(iii) of the Development Agreement; (D) any and all notices of breach or default under or termination of the Development Agreement, including without limitation, notices pursuant to Section 5.1 thereof; and (E) copies of any remittances, checks, statements, invoices or reports reflecting any payments or refunds made or payable by Town to Borrower under the Development Agreement; (v) except for this Assignment and the other Loan Documents, Borrower has not assigned, sold, conveyed, pledged, encumbered, or otherwise transferred or terminated in any respect any of Borrower's rights under the Development Agreement; (vi) upon request by Lender, from time to time and at any time, Borrower shall execute and deliver to Lender and/or the Town such agreements and instruments as Lender shall require in connection with the Development Agreement, including, without limitation, a release and indemnity in favor of the Town with respect to any future payments made by the Town to Lender instead of Borrower; (vii) without the prior written consent of Lender, which consent may be conditioned, withheld or delayed in the sole and absolute discretion of Lender, Borrower shall not (A) modify or amend in any respect the Development Agreement, or (B) waive any of the rights of Borrower or obligations of the Town under the Development Agreement, or terminate all or any

portion of the Development Agreement, or (C) assign, sell, convey, pledge, encumber, or otherwise transfer or terminate in any respect any of Borrower's rights under the Development Agreement; (viii) Borrower shall at all times keep the Development Agreement in full force and effect, shall not terminate or agree to a termination thereof, and shall use its best efforts to cause the Town to make all payments due under the Development Agreement as and when such payments are due; and (ix) Borrower shall, within five (5) days after any request by Lender, which requests may be made from time to time and at any time, execute and deliver to Lender any and all documents, agreements, assignments and/or other Instruments (all of which shall be in form and substance as required by Lender in its sole and absolute direction) as Lender shall require with respect to the Development Agreement.

10. Release of Collateral. Upon the payment in full to Lender of all sums due and owing with respect to the Indebtedness and the performance of the Obligations under the Loan Documents, and the termination of all of Lender's liabilities under the Loan Documents, the Lender, at the written request and expense of Borrower, shall release the Collateral and terminate this Assignment pursuant to instruments acceptable to Lender.

11. Remedies. If any Event of Default shall occur under any Loan Document, the Lender shall be entitled to (i) unilaterally declare this Assignment to be an absolute and unconditional assignment of the Collateral and all of Borrower's rights in, to and under the Development Agreement, (ii) exercise any and all of Borrower's rights in, to and under the Development Agreement, or (iii) any and all other rights, remedies and recourses which Lender may have under applicable law.

12. Application of Proceeds. By its acceptance of this Assignment, Lender hereby agrees that upon receipt of any Development Agreement Proceeds, Lender shall, to the extent permitted under applicable law, apply such funds in the following order of priority: (i) to payment of all sums expended by Lender under the terms of this Assignment for the collection of such Development Agreement Proceeds; and (ii) the balance thereof as set forth in the Loan Agreement.

13. Waiver. To the extent Borrower may be deemed to be a surety as a result of the execution of this Assignment, Borrower, to the maximum extent permitted by applicable law, hereby waives (i) all rights Borrower may have as a surety, (ii) all notice of acceptance hereof, protest, demand and dishonor, presentment and demands of any kind now or hereafter provided for by any statute or rule of law, (iii) any and all requirements that Lender institute any action or proceeding, or exhaust any or all of Lender's rights, remedies or recourses, against the Borrower, or any and all guarantors of the Loan, or any part thereof, or in respect to any of the property covered by the Loan Documents, as a condition precedent to exercising any right or remedy of Lender contained in this Assignment, (iv) any defense arising by reason of any disability, insolvency, lack of authority or power, death, insanity, minority, dissolution or any other defense of Borrower, or any other surety, co-maker, endorser or guarantor of the Indebtedness (even though rendering same void, unenforceable or otherwise uncollectible), and (v) any claim Borrower might otherwise have against Lender by virtue of Lender's invocation of any right, remedy or recourse permitted it under this Assignment.

14. No Release. Borrower hereby agrees that (i) the payments called for and provisions contained in the Loan Documents, including specifically the Note, as defined therein, may be

renewed, extended, rearranged, modified, released or cancelled, (ii) all or any part of any of the property covered by the Loan Documents may be released from, and any new or additional security may be added to, the liens and security interests of the Loan Documents, (iii) any guarantor, and any additional parties who may become personally liable for repayment of any portion of the Indebtedness, may hereafter be released from their liability, and (iv) Lender and any other party may take any and all action with reference to the Loan Documents (regardless of whether same might vary the risk or alter the rights, remedies or recourses of Borrower), including specifically the settlement or compromise of any amount allegedly due thereunder, all without notice to, consideration to or the consent of Borrower, and no such acts shall in any way release, diminish, or affect this Assignment. It is the intent of Borrower that the obligations under this Assignment and in connection with the Collateral are primary, absolute and unconditional under any and all circumstances and that, subject to the other terms and provisions of this Assignment, until the Indebtedness is fully and finally paid and the Obligations under the Loan Documents are fully and finally satisfied, neither this Assignment nor any of Borrower's obligations under this Assignment shall be discharged or released, in whole or in part, by any act or occurrence which might, but for this paragraph, be deemed a legal or equitable discharge or release of a guarantor or surety.

15. No Election of Remedies. The rights and remedies of the Lender under this Assignment and the Loan Documents shall be cumulative, and the exercise or partial exercise of any such right or remedy shall not preclude the exercise of any other right or remedy.

16. Successors and Assigns. This Assignment and all representations and warranties, powers and rights herein contained or resulting herefrom are binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

17. Venue. Borrower hereby consents to nonexclusive personal jurisdiction in any state or Federal court located within the State of Texas.

18. Applicable Law. This Assignment shall be governed by the laws of the State of Texas, without regard to principles of conflicts of laws, and applicable federal law.

19. Notices. All notices, demands, or other communications under this Assignment shall be in writing and shall be delivered to the appropriate party at the address set forth on the signature page of each party hereto (or, in the case of Lender, at the address below), including the Town on the signature page to the Consent and Joinder of Town attached to this Assignment (subject to change from time to time by written notice to all other parties to this Assignment). All notices, demands or other communications shall be considered as properly given if delivered personally or sent by first class United States Postal Service mail, postage prepaid, or by Overnight Express Mail or by overnight commercial courier service, charges prepaid, except that notice of default may be sent by certified mall, return receipt requested, charges prepaid. Notices so sent shall be effective three (3) days after mailing, if mailed by first class mail, and otherwise upon delivery or refusal; provided, however, that non-receipt of any communication as the result of any change of address of which the sending party was not notified or as the result of a refusal to accept delivery shall be deemed receipt of such communication. Furthermore, and notwithstanding the preceding, email shall be deemed sufficient notice hereunder and shall be deemed received upon receipt by the addressee. Any party shall have the right to change its address for notice hereunder

to any other location within the continental United States by the giving of thirty (30) days notice to the other party in the manner set forth hereinabove.

Notice address for Lender:

BI 43 LLC
2601 S. Bayshore Drive
Suite 1200
Miami, Florida 33133
Attention: Alex Horn
Email: alex.horn@bridgeinvest.com

with copies by regular mail or such hand delivery to:

Bryan Cave Leighton Paisner LLP
One Atlantic Center
Fourteenth Floor
1201 West Peachtree Street, NW
Atlanta, Georgia 30309-3488
Attention: Johnny D. Latzak, Jr., Esq.
Email: jay.latzak@bclplaw.com

20. Counterparts. To facilitate execution, this document may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single document. It shall not be necessary in making proof of this document to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

21. Consent and Joinder. Borrower hereby agrees to cause the execution and delivery, concurrently with the execution and delivery hereof by Borrower to Lender, by the Town of the Consent and Joinder of Town (herein so called) in substantially the same form as the consent and joinder attached hereto as Exhibit B and incorporated herein by reference for all purposes. Nevertheless, if Lender accepts this Assignment, in its sole and absolute discretion, without the execution and delivery by Town of the Consent and Joinder of Town, Borrower agrees to use its best efforts to cause the Town to execute and deliver same to Lender; provided, however, same shall not and will not render this Assignment null and void and unenforceable and, notwithstanding such failure or refusal of the Town to execute and deliver the Consent and Joinder of Town, this Assignment is valid, binding and enforceable against Borrower and Lender as herein provided.

22. Rules of Construction. The word "Borrower" as used herein shall include both the named Borrower and any other person at any time assuming or otherwise becoming primarily liable for all or any part of the obligations of the named Borrower under the Note and the other

Loan Documents. The word "Lender" as used herein shall include the named Lender, its successors, assigns and affiliates.

23. Use of Singular and Plural; Gender. When the identity of the parties or other circumstances make it appropriate, the singular number includes the plural, and the masculine gender includes the feminine and/or neuter.

24. Exhibits, Schedules and Riders. All exhibits, schedules, riders and other items attached hereto are incorporated into this Assignment by such attachment for all purposes.

25. Inconsistencies. In the event of any inconsistencies between the terms of this Assignment and the terms of any of the other Loan Documents, the terms of this Assignment shall prevail.

26. Integration: Interpretation. THIS ASSIGNMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN BORROWER AND LENDER AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF BORROWER AND LENDER. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN BORROWER AND LENDER. THIS INSTRUMENT MAY BE AMENDED ONLY BY AN INSTRUMENT IN WRITING EXECUTED BY BORROWER AND LENDER.

27. Waiver of Consumer Rights. BORROWER REPRESENTS AND WARRANTS TO LENDER THAT BORROWER (i) IS A BUSINESS CONSUMER, (ii) HAS KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT ENABLE BORROWER TO EVALUATE THE MERITS AND RISKS OF THE SUBJECT TRANSACTION, (iii) IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION WITH RESPECT TO THE SUBJECT TRANSACTION, AND (iv) HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL (WHO WAS NOT, DIRECTLY OR INDIRECTLY, IDENTIFIED, SUGGESTED OR SELECTED BY LENDER OR LENDER'S AGENTS) IN CONNECTION WITH THE REFERENCED TRANSACTION.

28. WAIVER OF RIGHT TO TRIAL BY JURY. LENDER, BY ITS ACCEPTANCE OF THIS ASSIGNMENT, AND BORROWER, UNCONDITIONALLY AND IRREVOCABLY, EACH WAIVES, RELINQUISHES, AND FOREVER FORGOES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THE LOAN, THIS ASSIGNMENT, ANY OTHER LOAN DOCUMENT, AND/OR ANY ACTION TAKEN IN CONNECTION THEREWITH, INCLUDING THOSE BASED ON OR ARISING FROM AN ALLEGED CONTRACT CLAIM, TORT, STATUTE, CONSTITUTION, OR OTHER. BORROWER ACKNOWLEDGES THAT THIS WAIVER IS MADE VOLUNTARILY, KNOWINGLY, AND WITH FULL AWARENESS OF THE LEGAL CONSEQUENCES.

[Signature page follows.]

IN WITNESS WHEREOF, Borrower has signed this Assignment.

Address:

311 S. Oak Street
Roanoke, Texas 76262

BORROWER:

LAKESIDE CROSSING LAND PARTNERS LP,
a Texas limited partnership

By: Newstream Hotels and Resorts LLC,
a Texas limited liability company,
Its General Partner

By: _____
Name:_____
Title: Managing Member

STATE OF _____ §
§
COUNTY OF _____ §

The foregoing instrument was ACKNOWLEDGED before me on this _____, 2019, by _____, the Managing Member of Newstream Hotels and Resorts LLC, a Texas limited liability company, the General Partner of LAKESIDE CROSSING LAND PARTNERS LP, a Texas limited partnership, on behalf of said limited partnership.

[Seal]

_____
Notary Public, State of Texas

My Commission Expires:

_____

_____
Printed Name of Notary Public

EXHIBIT A

PROPERTY DESCRIPTION

BEING Lots 1, 2, 3, 6, 7 and 8x, Block A, of Record Plat, LAKESIDE CROSSING, an Addition to the Town of Flower Mound, Denton County, Texas, according to the Map thereof recorded in Volume 2019, Page 97, of the Map Records of Denton County, Texas.

EXHIBIT B

CONSENT AND JOINDER OF TOWN

[The Consent and Joinder of Town follows this cover page.]

CONSENT AND JOINDER OF TOWN

This CONSENT AND JOINDER OF TOWN dated _____, 2019, and executed by the TOWN OF FLOWER MOUND, TEXAS, a Texas municipal corporation (the "**Town**"), and is executed pursuant to that certain Collateral Assignment of Development Agreement ("**Assignment**") dated _____, 2019, executed by Lakeside Crossing Land Partners LP, a Texas limited partnership ("**Borrower**"), to BI 43 LLC, a Florida limited liability company ("**Lender**").

For and in consideration of the mutual and dependent covenants contained in the Development Agreement (as defined in the Assignment) and the Assignment and this Consent and Joinder of Town, the Town hereby represents, warrants, covenants and agrees as follows:

1. Consent. The Town hereby (i) acknowledges the execution and delivery of the Assignment, and (ii) consents to the assignment of the Collateral pursuant to Section 1 of the Assignment.

2. Representations. The Town hereby represents that the Development Agreement attached hereto as Exhibit A is a true, correct and complete copy of same.

3. Payments. The Town hereby agrees to make payments of the Collateral (as defined in the Assignment) directly to Lender pursuant to the written instructions provided by Lender to the Town, as Lender may amend and modify such instructions from time to time or at any time. The Town hereby acknowledges and agrees that the Collateral includes all payments and amounts due and/or payable to Borrower under the Development Agreement. The Town hereby agrees that the Town shall not, unless and until such time as the Town has received from Lender written notice that the Assignment has been terminated, make any payments to Borrower, and all such payments otherwise due or payable to Borrower under the Development Agreement shall be paid directly to Lender. The Town's agreement to make payments to Lender in accordance with this Section 3 is made in reliance and subject to Borrower's obligation to indemnify Town as set forth in Section 3 of the Assignment and the Payment Direction Notice.

4. No Liability of Lender. The Town acknowledges and agrees that (i) Lender has no liability under the Development Agreement, and (ii) Lender shall not become liable under the Development Agreement as a result of the acceptance by Lender of payments under the Development Agreement.

5. Construction and Development Conditions. The Town hereby acknowledges and agrees that until Borrower has satisfied, and the Town has approved, all of the construction and development conditions of Borrower under the Development Agreement, Town agrees to provide to Lender, concurrent with the notice sent to Borrower, a copy of any notice of non-compliance therewith. In addition, the Town agrees that as a condition precedent to declaring any default, breach or termination of the Development Agreement, to provide Lender ninety (90) days to cause same to be cured, which cure period shall be extended for such period of time as may be reasonably necessary for Lender to obtain possession or ownership of the Property by foreclosure or deed-in-lieu of foreclosure.

6. Acknowledgments and Agreements by Town. The Town hereby acknowledges and agrees as follows: (i) pursuant to Section 4 of the Assignment, that in the event Borrower has delivered to Lender that certain Absolute Assignment of Development Agreement (the "Absolute Assignment") in the form attached to the Assignment as Exhibit D, Lender has the right, upon the occurrence of any Event of Default (as defined in the Assignment), to cause the absolute and unconditional delivery to Lender of the Absolute Assignment, and to record the Absolute Assignment and same shall not constitute or cause a breach or default under the Development Agreement; (ii) following the delivery to Lender of the Absolute Assignment, the Town will recognize Lender as the absolute owner of all of the rights, title and interest of Borrower under the Development Agreement; (iii) the Town hereby consents and agrees not to unreasonably withhold its consent to the further assignment by Lender of the Development Agreement, and agrees that any sale of all or any portion of the property covered by the Development Agreement shall not constitute a breach or default under the Development Agreement; (iv) all of the payment obligations of the Town under the Development Agreement shall survive any foreclosure or voluntary conveyance of the property covered by the Development Agreement, and such payments shall be payable to (A) the party which acquires (whether by foreclosure, deed in lieu of foreclosure, a voluntary conveyance, or otherwise) the property covered by the Development Agreement, or (B) such other party to whom Lender absolutely assigns the Development Agreement; and (v) the payment obligations of the Town under the Development Agreement shall not be adversely affected by any sale to any other third party (including a third party which is not affiliated with Borrower) of all or any portion of the property covered by the Development Agreement. Notwithstanding the foregoing or any term in the Assignment to the contrary, the Town is not obligated to make any payment under the Development Agreement unless the obligations in Article 3 of the Development Agreement have been satisfied.

7. Notices. The Town hereby agrees to honor and comply with the notice provisions set forth in this CONSENT AND JOINDER OF TOWN, and agrees that Borrower and Lender are entitled to provide notice to the Town in accordance with the Assignment, at the following address for the Town:

Town of Flower Mound, Texas
2121 Cross Timbers Rd.
Flower Mound, TX 75028
Attention: Economic Development Director

[Signature page follows].

IN WITNESS WHEREOF, the Town has signed this Consent and Joinder of Town.

TOWN:

TOWN OF FLOWER MOUND, TEXAS, a Texas municipal corporation

By: _____
Name:
Title:

STATE OF _____ §
§
COUNTY OF _____ §

The foregoing instrument was ACKNOWLEDGED before me on this _____, 2019, by _____, the _____ of the TOWN OF FLOWER MOUND, TEXAS, a Texas municipal corporation, on behalf of said municipal corporation.

[Seal]

_____
Notary Public, State of _____

My Commission Expires:

_____

_____
Printed Name of Notary Public

Exhibit A to Consent and Joinder of Town

Development Agreement

[The Development Agreement follows this cover page.]

EXHIBIT C

PAYMENT DIRECTION NOTICE

[The Payment Direction Notice follows this cover page.]

Payment Direction Notice

_____, 2019

To: Town of Flower Mound, Texas
2121 Cross Timbers Rd.
Flower Mound, TX 75028
Attention: Economic Development Director

Re: Payment Direction Notice for Chapter 380 Agreement Between The Town of Flower Mound and Newstream Hotels and Resorts, LLC dated July 17, 2017 (the "**Development Agreement**"), as assigned by Newstream Hotels and Resorts LLC to Lakeside Crossing Land Partners LP pursuant to that certain Assignment of Chapter 380 Agreement Between The Town of Flower Mound and Newstream Hotels and Resorts, LLC, dated as of September 19, 2017

Dear Madam or Sir:

Lakeside Crossing Land Partners LP ("**Developer**") has (i) assigned to BI 43 LLC ("**Lender**") all of the payments due and/or payable to Developer at any time under the Development Agreement, and (ii) agreed pursuant to a Collateral Assignment of Development Agreement dated as of _____, 2019 made by Developer to Lender that all payments due from the Town of Flower Mound, Texas (the "**Town**") under the Development Agreement for or relating to the property covered thereby will be paid directly to Lender. From and after the date hereof, Developer hereby irrevocably instructs and directs that all payments to be paid by you to Borrower under the Development Agreement or otherwise should be paid as follows:

(a) If paying by check, money order or other Instrument, please mail or otherwise deliver such items to Lender the following address:

BI 43 LLC
2601 S. Bayshore Drive
Suite 1200
Miami, Florida 33133
Attention: Alex Horn

All checks or other Instruments should be made out to the name of "BI 43 LLC".

- OR -

(b) Transfer such amounts by wire transfer to the following account:

Bank Name:	
Bank Address:	
Bank Contact:	
ABA Number:	
Account Number:	
Account Name:	

These payment instructions cannot be withdrawn or modified without the prior written consent of Lender, or pursuant to a joint written instruction from the Developer and Lender. Until you receive written instructions from Lender, continue to send all payments due to the Developer under the Development Agreement to Lender as indicated in paragraphs (a) or (b) above. All payments must be delivered to Lender no later than the day on which such amounts are due under the Development Agreement.

DEVELOPER HEREBY INDEMNIFIES AND HOLDS HARMLESS THE TOWN FROM AND AGAINST ANY AND ALL COSTS, EXPENSE, LIABILITY AND OTHER DAMAGES WHICH THE TOWN MAY INCUR OR SUSTAIN BY REASON OF ITS ADHERENCE TO THE PROVISIONS OF THIS LETTER, INCLUDING (WITHOUT LIMITATION) THE REQUIREMENTS TO MAKE PAYMENTS DIRECTLY TO LENDER AS PROVIDED ABOVE.

Please acknowledge your receipt of this letter by signing this letter in the space below and returning an originally signed copy of this letter to Lender at the following address:

BI 43 LLC
2601 S. Bayshore Drive
Suite 1200
Miami, Florida 33133
Attention: Alex Horn

If you have any questions concerning this letter, please contact Timothy C. Nystrom of Lakeside Crossing Land Partners LP at (214) 995-8668. We appreciate your cooperation in this matter.

[Signature page follows.]

DEVELOPER:

LAKESIDE CROSSING LAND PARTNERS LP,
a Texas limited partnership

By: Newstream Hotels and Resorts LLC,
a Texas limited liability company,
its General Partner

By:_____
Name: _____
Title: _____

RECEIVED AND ACKNOWLEDGED:

TOWN OF FLOWER MOUND, TEXAS,
a Texas municipal corporation

By:_____
Name:_____
Title_____

EXHIBIT D

ABSOLUTE ASSIGNMENT

[The form of Absolute Assignment follows this cover page.]

ABSOLUTE ASSIGNMENT OF DEVELOPMENT AGREEMENT

This ABSOLUTE ASSIGNMENT OF DEVELOPMENT AGREEMENT ("**Assignment**") is dated as of _____, 2019, and executed by LAKESIDE CROSSING LAND PARTNERS LP, a Texas limited partnership ("**Assignor**"), to and for the benefit of BI 43 LLC, a Florida limited liability company ("**Assignee**").

WHEREAS, Newstream Hotels and Resorts, LLC, a Texas limited liability company also known as Newstream Hotels and Resorts LLC ("**Newstream**"), and the Town of Flower Mound, Texas, a Texas municipal corporation (the "**Town**"), executed that certain Chapter 380 Agreement Between The Town of Flower Mound and Newstream Hotels and Resorts, LLC dated July 17, 2017 (as the same may have been or may be amended, restated, or otherwise modified from time to time, the "**Development Agreement**") recorded in the Real Property Records of Denton County, Texas, as assigned by Newstream to Assignor pursuant to that certain Assignment of Chapter 380 Agreement Between The Town of Flower Mound and Newstream Hotels and Resorts, LLC, dated September 18, 2017, made by Newstream in favor of Assignor, recorded in the Real Property Records of Denton County, Texas.

FOR AND IN CONSIDERATION OF $10.00 and other good and valuable consideration received by Assignee, the receipt and sufficiency of which are hereby acknowledged and confessed:

1. Absolute Assignment. Assignor does hereby absolutely, unconditionally and irrevocably ASSIGN, TRANSFER, SET OVER, CONVEY and DELIVER unto Assignee, its successors and assigns, ail of the rights, powers, privileges and interests of Assignor in and to the Development Agreement.

2. No Personal Liability. In no event shall Assignee have any personal liability for any obligations or liabilities of the Assignor under the Development Agreement.

3. **Assignor Indemnity. ASSIGNOR HEREBY AGREES TO INDEMNIFY ASSIGNEE, DEFEND ASSIGNEE WITH COUNSEL SELECTED BY ASSIGNEE AND HOLD HARMLESS ASSIGNEE FROM AND AGAINST ALL LIABILITY, LOSS, DAMAGE, COST AND EXPENSE, INCLUDING SPECIFICALLY (BUT WITHOUT LIMITATION) REASONABLE ATTORNEYS' FEES AND COSTS OF COURT, WHICH ASSIGNEE MAY SUFFER OR INCUR BY REASON OF ANY ACT OR CAUSE OF ACTION OCCURRING OR ACCRUING, AND/OR. ARISING OUT OF THE DEVELOPMENT AGREEMENT, INCLUDING, WITHOUT LIMITATION, LIABILITY, LOSS, DAMAGE, COST AND EXPENSE ARISING OUT OF THE NEGLIGENCE OF ASSIGNEE; PROVIDED, HOWEVER, THE FOREGOING INDEMNITY SHALL NOT APPLY TO ANY LIABILITY, LOSS, DAMAGE, COST AND EXPENSE WHICH IS CAUSED SOLELY BY, OR ARISES SOLELY OUT OF, THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ASSIGNEE, AS DETERMINED BY A FINAL, NON-APPEALABLE ORDER OF A COURT OF COMPETENT JURISDICTION.**

4. Binding Effect. This Assignment is binding upon and shall inure to the benefit of the parties hereto, and their respective authorized agents and representatives, successors and assigns. This Assignment has been entered into by Assignor and Assignee solely for their benefit, and the benefit of their respective successors, assigns, authorized agents and representatives, and not for the benefit of any other persons not a party to this Assignment. No person shall be entitled to the benefits of any covenant, indemnification or other agreement made herein, whether as a third-party beneficiary or otherwise, except as expressly provided in this Assignment.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Assignor has signed this Assignment.

ASSIGNOR:

LAKESIDE CROSSING LAND PARTNERS LP,
a Texas limited partnership

By: Newstream Hotels and Resorts LLC, a Texas limited liability company, its General Partner

By:_____
Name:_____
Title: Managing Member

STATE OF _____ §
§
COUNTY OF _____ §

The foregoing instrument was ACKNOWLEDGED before me on this _____, 2019, by _____, the Managing Member of Newstream Hotels and Resorts LLC, a Texas limited liability company, the General Partner of LAKESIDE CROSSING LAND PARTNERS LP, a Texas limited partnership, on behalf of said limited partnership.

[Seal]

_____
Notary Public, State of Texas

My Commission Expires:

_____

_____
Printed Name of Notary Public

Attach#2-Lakeside Gerault Prtnrshp Assign & Consent BI 43

COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT

This COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT ("**Assignment**") is dated as of _____, 2019, and executed by LAKESIDE CROSSING LAND PARTNERS LP, a Texas limited partnership ("**Borrower**"), in favor of BI 43 LLC, a Florida limited liability company ("**Lender**").

W I T N E S S E T H:

WHEREAS, Pursuant to the terms of that certain Loan Agreement by and between Borrower and Lender, dated _____, 2019 (as the same may be amended, restated, or otherwise modified from time to time, the "**Loan Agreement**"), Lender made a loan to Borrower in the original principal amount of Three Million Three Hundred Twenty Thousand and No/100 Dollars ($3,320,000.00) (the "**Loan**"). The Loan was evidenced by, among other things, that certain Promissory Note, dated _____, 2019, executed by Borrower payable to the order of Lender, in the principal amount of the Loan (together with all amendments, modifications, renewals, substitutions and replacements thereof, the "**Note**") and is further evidenced and secured by the other Loan Documents (as defined in the Loan Agreement);

WHEREAS, Daldav Associates, L.L.P., a Texas limited liability partnerhsip ("**Daldav**"), and the Town of Flower Mound, Texas, a Texas municipal corporation (the "**Town**"), executed that certain Lakeside Parkway/Gerault Road Partnership Agreement dated April 17, 2000 (as the same may have been or may be amended, restated, or otherwise modified from time to time, the "**Development Agreement**") recorded in the Real Property Records of Denton County, Texas, as assigned by Daldav to Borrower pursuant to an assignment, dated as of September 19, 2017, made by Daldav in favor of Borrower, recorded in the Real Property Records of Denton County, Texas;

WHEREAS, the Development Agreement relates to, among other things, the Land (the "**Land**") more particularly described on Exhibit A attached hereto and incorporated herein for all purposes, together with any and all streets, alleys, sidewalks, street lighting, screen walls, and utility lines and facilities, and similar items ("**Improvements**"), now or hereafter existing or constructed upon the Land (the Land and Improvements are herein collectively referred to as the "**Property**");

WHEREAS, pursuant to the Development Agreement, Borrower is relieved from payment of certain water and sewer assessments and street assessments and certain debt service on the Program (as therein defined) (any and all such payments Borrower is relieved from paying under the Development Agreement, including contingent, earned and unearned amounts, collectively, the "**Development Agreement Grants**"); and

WHEREAS, as additional security for the Loan, Lender has required, and Borrower has agreed to execute and deliver to Lender this Assignment.

NOW, THEREFORE, for and in consideration of the mutual and dependent covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Borrower hereby covenants and agrees to Lender as follows:

1. Assignment. Borrower does hereby GRANT, CONVEY, ASSIGN and TRANSFER to Lender all of Borrower's right, title and interest in and to all of the following (collectively, the "**Collateral**"): (i) all of Borrower's right, title and interest under the Development Agreement, but none of Borrower's obligations under the Development Agreement; (ii) the Development Agreement Proceeds and all other amounts which Borrower is relieved from paying under the Development Agreement; (iii) any and all Collateral acquired by Borrower in the future; and (iv) any and all proceeds of the Collateral. Borrower has not assigned to Lender, and Lender has not accepted, any of the liabilities of Borrower under the Development Agreement, and Borrower hereby expressly reserves unto Borrower all liabilities under the Development Agreement. Borrower hereby further covenants and agrees that the acceptance by Lender of payments otherwise due to Borrower under the Development Agreement shall not make Lender liable for the performance of any obligations of Borrower or any other party under the Development Agreement. LENDER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL LIABILITIES UNDER THE DEVELOPMENT AGREEMENT, AND BORROWER HEREBY RESERVES ALL SUCH LIABILITIES TO BORROWER.

2. Security Interest. This Assignment shall also constitute a security agreement with respect to the Collateral, and shall be, during the existence of the Loan Documents, a first and prior security interest under the Uniform Commercial Code of Texas and each other applicable jurisdiction as to the Collateral. In this regard, Borrower has GRANTED, BARGAINED, CONVEYED, ASSIGNED, TRANSFERRED and SET OVER, and by these presents does GRANT, BARGAIN, CONVEY, ASSIGN, TRANSFER and SET OVER, unto Lender, a first and prior security interest in and to the Collateral, to secure the full and timely payment of the Indebtedness (as hereinafter defined) and the full and timely performance and discharge of the Obligations (as hereinafter defined). Borrower hereby agrees that Lender shall have the right to file, without the consent of or prior notice to Borrower, such UCC financing statements as Lender shall deem appropriate with respect to this Assignment, the Collateral and the Development Agreement. Borrower further covenants and agrees to execute and deliver to Lender, in form and substance satisfactory to Lender, such further assurances as Lender may, from time to time, reasonably consider necessary to create, perfect and preserve Lender's security interest herein granted. Lender may cause (at the sole cost and expense of Borrower) any and or all of such UCC financing statements and assurances to be recorded and filed, at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest.

3. Intentionally Omitted.

4. Absolute Assignment. Prior to or concurrently with the execution and delivery of this Assignment by Borrower, Borrower shall execute and deliver to Lender the Absolute Assignment of Development Agreement (the "**Absolute Assignment**") in the form attached to this Assignment as Exhibit C, to be held by Lender in escrow until absolutely and unconditionally delivered to Lender pursuant to this Section 4. Borrower hereby unconditionally and irrevocably authorizes and directs Lender, upon the occurrence of any Event of Default (as defined in the Loan Agreement), to take the following actions, at any time, as determined by Lender in the sole and absolute discretion of Lender, without prior notice to or the consent of Borrower: (i) to cause the release of the Absolute Assignment from escrow, and the absolute and unconditional delivery to Lender of the Absolute Assignment, and (ii) to record the Absolute Assignment in the Real Property Records of Denton County, Texas,

5. Secured Indebtedness. This Assignment is executed and all of the rights and properties covered and to be covered hereby have been assigned as security for and to secure the full, prompt and unconditional payment and performance of any and all indebtednesses, liabilities and obligations of Borrower now or hereafter existing or arising, absolute or contingent, direct or indirect, secured or unsecured, due or to become due, with respect to the Loan Documents (collectively, the "**Indebtedness**") and the performance and discharge of all obligations under and with respect to the Loan Documents (collectively, the "**Obligations**").

6. Attorney-in-Fact. Borrower hereby constitutes and appoints the Lender its true and lawful attorney, which appointment is hereby coupled with an interest and is therefore irrevocable, with full power of substitution, to, as and when provided by this Assignment and/or the Loan Documents, or otherwise upon any Event of Default: (i) ask, demand, collect, receive, receipt for, sue for, compound and give acquittance for any and all amounts constituting the Collateral, which may be due or become due or payable under the Development Agreement, (ii) execute any and all requests and notices or other demands for the payment of all or any part of the Collateral, (iii) endorse the name of the Borrower on all commercial paper or other instruments given in payment of all or any part of the Collateral, (iv) in the discretion of the Lender, file any claim or take any other action or proceeding, either in its own name or in the name of the Borrower or otherwise, which the Lender may deem necessary or appropriate to protect and preserve the rights, titles and interests of the Lender hereunder or of Borrower under the Development Agreement, and (v) without limiting the foregoing, the Lender shall have and is hereby given full power and authority to transfer the Development Agreement into the name of the Lender and/or its nominee to receive or demand all or any part of the Collateral without prior notice (except as otherwise expressly provided for in any of the Loan Documents) or further consent by Borrower.

7. Representations and Warranties. The Borrower represents and warrants that: (i) Borrower is the owner of the Collateral, free and clear of all liens and encumbrances of any nature whatsoever, except for those created in favor of the Lender under this Assignment; (ii) Borrower has full power, right and authority to execute and deliver this Assignment; (iii) the Development Agreement shall not be cancelled, terminated, amended or supplemented in any manner whatsoever without the prior written consent of Lender, which consent may be conditioned, withheld or delayed in the sole and absolute discretion of Lender; and (iv) the Development Agreement is in full force and effect and valid, binding and enforceable against Borrower and the Town as therein provided.

8. No Pledge or Assignment of Development Agreement. Subject to the other terms of this Assignment, Borrower covenants and agrees that for as long as Lender has any interest in the Development Agreement and/or the Collateral, Borrower will not pledge, assign or transfer all or any rights, titles or interests in and to the Development Agreement and the Collateral.

9. Representations, Warranties and Covenants of Borrower. Borrower hereby represents, warrants, covenants and agrees to Lender as follows: (i) the Development Agreement has been validly issued and is currently in full force in effect; (ii) the Development Agreement is in full compliance with all applicable laws and regulations including, without limitation, Texas Local Government Code Chapter 380; (iii) Borrower will satisfy all of the requirements set forth in the Development Agreement for the relief from payments under the Development Agreement Grants; (iv) upon request of Lender, Borrower shall furnish to Lender copies of any remittances,

checks, statements, invoices or reports reflecting any payments or refunds made or payable by Town to Borrower under the Development Agreement; (v) except for this Assignment and the other Loan Documents, Borrower has not assigned, sold, conveyed, pledged, encumbered, or otherwise transferred or terminated in any respect any of Borrower's rights under the Development Agreement; (vi) upon request by Lender, from time to time and at any time, Borrower shall execute and deliver to Lender and/or the Town such agreements and instruments as Lender shall require in connection with the Development Agreement, including, without limitation, a release and indemnity in favor of the Town with respect to any future payments made by the Town to Lender instead of Borrower; (vii) without the prior written consent of Lender, which consent may be conditioned, withheld or delayed in the sole and absolute discretion of Lender, Borrower shall not (A) modify or amend in any respect the Development Agreement, or (B) waive any of the rights of Borrower or obligations of the Town under the Development Agreement, or terminate all or any portion of the Development Agreement, or (C) assign, sell, convey, pledge, encumber, or otherwise transfer or terminate in any respect any of Borrower's rights under the Development Agreement; (viii) Borrower shall at all times keep the Development Agreement in full force and effect, shall not terminate or agree to a termination thereof, and shall use its best efforts to cause the Town to make all payments due under the Development Agreement as and when such payments are due; and (ix) Borrower shall, within five (5) days after any request by Lender, which requests may be made from time to time and at any time, execute and deliver to Lender any and all documents, agreements, assignments and/or other Instruments (all of which shall be in form and substance as required by Lender in its sole and absolute direction) as Lender shall require with respect to the Development Agreement.

10. Release of Collateral. Upon the payment in full to Lender of all sums due and owing with respect to the Indebtedness and the performance of the Obligations under the Loan Documents, and the termination of all of Lender's liabilities under the Loan Documents, the Lender, at the written request and expense of Borrower, shall release the Collateral and terminate this Assignment pursuant to instruments acceptable to Lender.

11. Remedies. If any Event of Default shall occur under any Loan Document, the Lender shall be entitled to (i) unilaterally declare this Assignment to be an absolute and unconditional assignment of the Collateral and all of Borrower's rights in, to and under the Development Agreement, (ii) exercise any and all of Borrower's rights in, to and under the Development Agreement, or (iii) any and all other rights, remedies and recourses which Lender may have under applicable law.

12. Application of Proceeds. By its acceptance of this Assignment, Lender hereby agrees that upon receipt of any Development Agreement Proceeds, Lender shall, to the extent permitted under applicable law, apply such funds in the following order of priority: (i) to payment of all sums expended by Lender under the terms of this Assignment for the collection of such Development Agreement Proceeds; and (ii) the balance thereof as set forth in the Loan Agreement.

13. Waiver. To the extent Borrower may be deemed to be a surety as a result of the execution of this Assignment, Borrower, to the maximum extent permitted by applicable law, hereby waives (i) all rights Borrower may have as a surety, (ii) all notice of acceptance hereof, protest, demand and dishonor, presentment and demands of any kind now or hereafter provided for by any statute or rule of law, (iii) any and all requirements that Lender institute any action or

proceeding, or exhaust any or all of Lender's rights, remedies or recourses, against the Borrower, or any and all guarantors of the Loan, or any part thereof, or in respect to any of the property covered by the Loan Documents, as a condition precedent to exercising any right or remedy of Lender contained in this Assignment, (iv) any defense arising by reason of any disability, insolvency, lack of authority or power, death, insanity, minority, dissolution or any other defense of Borrower, or any other surety, co-maker, endorser or guarantor of the Indebtedness (even though rendering same void, unenforceable or otherwise uncollectible), and (v) any claim Borrower might otherwise have against Lender by virtue of Lender's invocation of any right, remedy or recourse permitted it under this Assignment.

14. No Release. Borrower hereby agrees that (i) the payments called for and provisions contained in the Loan Documents, including specifically the Note, as defined therein, may be renewed, extended, rearranged, modified, released or cancelled, (ii) all or any part of any of the property covered by the Loan Documents may be released from, and any new or additional security may be added to, the liens and security interests of the Loan Documents, (iii) any guarantor, and any additional parties who may become personally liable for repayment of any portion of the Indebtedness, may hereafter be released from their liability, and (iv) Lender and any other party may take any and all action with reference to the Loan Documents (regardless of whether same might vary the risk or alter the rights, remedies or recourses of Borrower), including specifically the settlement or compromise of any amount allegedly due thereunder, all without notice to, consideration to or the consent of Borrower, and no such acts shall in any way release, diminish, or affect this Assignment. It is the intent of Borrower that the obligations under this Assignment and in connection with the Collateral are primary, absolute and unconditional under any and all circumstances and that, subject to the other terms and provisions of this Assignment, until the Indebtedness is fully and finally paid and the Obligations under the Loan Documents are fully and finally satisfied, neither this Assignment nor any of Borrower's obligations under this Assignment shall be discharged or released, in whole or in part, by any act or occurrence which might, but for this paragraph, be deemed a legal or equitable discharge or release of a guarantor or surety.

15. No Election of Remedies. The rights and remedies of the Lender under this Assignment and the Loan Documents shall be cumulative, and the exercise or partial exercise of any such right or remedy shall not preclude the exercise of any other right or remedy.

16. Successors and Assigns. This Assignment and all representations and warranties, powers and rights herein contained or resulting herefrom are binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

17. Venue. Borrower hereby consents to nonexclusive personal jurisdiction in any state or Federal court located within the State of Texas.

18. Applicable Law. This Assignment shall be governed by the laws of the State of Texas, without regard to principles of conflicts of laws, and applicable federal law.

19. Notices. All notices, demands, or other communications under this Assignment shall be in writing and shall be delivered to the appropriate party at the address set forth on the signature page of each party hereto (or, in the case of Lender, at the address below), including the Town on the signature page to the Consent and Joinder of Town attached to this Assignment

(subject to change from time to time by written notice to all other parties to this Assignment). All notices, demands or other communications shall be considered as properly given if delivered personally or sent by first class United States Postal Service mail, postage prepaid, or by Overnight Express Mail or by overnight commercial courier service, charges prepaid, except that notice of default may be sent by certified mall, return receipt requested, charges prepaid. Notices so sent shall be effective three (3) days after mailing, if mailed by first class mail, and otherwise upon delivery or refusal; provided, however, that non-receipt of any communication as the result of any change of address of which the sending party was not notified or as the result of a refusal to accept delivery shall be deemed receipt of such communication. Furthermore, and notwithstanding the preceding, email shall be deemed sufficient notice hereunder and shall be deemed received upon receipt by the addressee. Any party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days notice to the other party in the manner set forth hereinabove.

Notice address for Lender:

BI 43 LLC
2601 S. Bayshore Drive
Suite 1200
Miami, Florida 33133
Attention: Alex Horn
Email: alex.horn@bridgeinvest.com

with copies by regular mall or such hand delivery to:

Bryan Cave Leighton Paisner LLP
One Atlantic Center
Fourteenth Floor
1201 West Peachtree Street, NW
Atlanta, Georgia 30309-3488
Attention: Johnny D. Latzak, Jr., Esq.
Email: jay.latzak@bclplaw.com

20. Counterparts. To facilitate execution, this document may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single document. It shall not be necessary in making proof of this document to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

21. Consent and Joinder. Borrower hereby agrees to cause the execution and delivery, concurrently with the execution and delivery hereof by Borrower to Lender, by the Town of the Consent and Joinder of Town (herein so called) in substantially the same form as the consent and joinder attached hereto as Exhibit B and incorporated herein by reference for all purposes.

Nevertheless, if Lender accepts this Assignment, in its sole and absolute discretion, without the execution and delivery by Town of the Consent and Joinder of Town, Borrower agrees to use its best efforts to cause the Town to execute and deliver same to Lender; provided, however, same shall not and will not render this Assignment null and void and unenforceable and, notwithstanding such failure or refusal of the Town to execute and deliver the Consent and Joinder of Town, this Assignment is valid, binding and enforceable against Borrower and Lender as herein provided.

22. Rules of Construction. The word "Borrower" as used herein shall include both the named Borrower and any other person at any time assuming or otherwise becoming primarily liable for all or any part of the obligations of the named Borrower under the Note and the other Loan Documents. The word "Lender" as used herein shall include the named Lender, its successors, assigns and affiliates.

23. Use of Singular and Plural; Gender. When the identity of the parties or other circumstances make it appropriate, the singular number includes the plural, and the masculine gender includes the feminine and/or neuter.

24. Exhibits, Schedules and Riders. All exhibits, schedules, riders and other items attached hereto are incorporated into this Assignment by such attachment for all purposes.

25. Inconsistencies. In the event of any inconsistencies between the terms of this Assignment and the terms of any of the other Loan Documents, the terms of this Assignment shall prevail.

26. Integration: Interpretation. THIS ASSIGNMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN BORROWER AND LENDER AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF BORROWER AND LENDER. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN BORROWER AND LENDER. THIS INSTRUMENT MAY BE AMENDED ONLY BY AN INSTRUMENT IN WRITING EXECUTED BY BORROWER AND LENDER.

27. Waiver of Consumer Rights. BORROWER REPRESENTS AND WARRANTS TO LENDER THAT BORROWER (i) IS A BUSINESS CONSUMER, (ii) HAS KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT ENABLE BORROWER TO EVALUATE THE MERITS AND RISKS OF THE SUBJECT TRANSACTION, (iii) IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION WITH RESPECT TO THE SUBJECT TRANSACTION, AND (iv) HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL (WHO WAS NOT, DIRECTLY OR INDIRECTLY, IDENTIFIED, SUGGESTED OR SELECTED BY LENDER OR LENDER'S AGENTS) IN CONNECTION WITH THE REFERENCED TRANSACTION.

28. WAIVER OF RIGHT TO TRIAL BY JURY. LENDER, BY ITS ACCEPTANCE OF THIS ASSIGNMENT, AND BORROWER, UNCONDITIONALLY AND IRREVOCABLY, EACH WAIVES, RELINQUISHES, AND FOREVER FORGOES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THE LOAN, THIS ASSIGNMENT, ANY OTHER LOAN

DOCUMENT, AND/OR ANY ACTION TAKEN IN CONNECTION THEREWITH, INCLUDING THOSE BASED ON OR ARISING FROM AN ALLEGED CONTRACT CLAIM, TORT, STATUTE, CONSTITUTION, OR OTHER. BORROWER ACKNOWLEDGES THAT THIS WAIVER IS MADE VOLUNTARILY, KNOWINGLY, AND WITH FULL AWARENESS OF THE LEGAL CONSEQUENCES.

[Signature page follows.]

IN WITNESS WHEREOF, Borrower has signed this Assignment.

Address:

311 S. Oak Street
Roanoke, Texas 76262

BORROWER:

LAKESIDE CROSSING LAND PARTNERS LP,
a Texas limited partnership

By: Newstream Hotels and Resorts LLC,
a Texas limited liability company,
Its General Partner

By: _____
Name:_____
Title: Managing Member

STATE OF _____ §
§
COUNTY OF _____ §

The foregoing instrument was ACKNOWLEDGED before me on this _____, 2019, by _____, the Managing Member of Newstream Hotels and Resorts LLC, a Texas limited liability company, the General Partner of LAKESIDE CROSSING LAND PARTNERS LP, a Texas limited partnership, on behalf of said limited partnership.

[Seal]

_____
Notary Public, State of Texas

My Commission Expires:

_____

_____
Printed Name of Notary Public

EXHIBIT A

PROPERTY DESCRIPTION

BEING Lots 1, 2, 3, 6, 7 and 8x, Block A, of Record Plat, LAKESIDE CROSSING, an Addition to the Town of Flower Mound, Denton County, Texas, according to the Map thereof recorded in Volume 2019, Page 97, of the Map Records of Denton County, Texas.

EXHIBIT B

CONSENT AND JOINDER OF TOWN

[The Consent and Joinder of Town follows this cover page.]

CONSENT AND JOINDER OF TOWN

This CONSENT AND JOINDER OF TOWN dated _____, 2019, and executed by the TOWN OF FLOWER MOUND, TEXAS, a Texas municipal corporation (the "**Town**"), and is executed pursuant to that certain Collateral Assignment of Development Agreement ("**Assignment**") dated _____, 2019, executed by Lakeside Crossing Land Partners LP, a Texas limited partnership ("**Borrower**"), to BI 43 LLC, a Florida limited liability company ("**Lender**").

For and in consideration of the mutual and dependent covenants contained in the Development Agreement (as defined in the Assignment) and the Assignment and this Consent and Joinder of Town, the Town hereby represents, warrants, covenants and agrees as follows:

1. Consent. The Town hereby (i) acknowledges the execution and delivery of the Assignment, and (ii) consents to the assignment of the Collateral pursuant to Section 1 of the Assignment. Notwithstanding anything else to the contrary contained herein, in the event of a conflict between the terms of the Assignment and the Development Agreement, the terms of the Development Agreement shall control.

2. Representations. The Town hereby represents that the Development Agreement attached hereto as Exhibit A is a true, correct and complete copy of same.

3. Intentionally Omitted.

4. No Liability of Lender. The Town acknowledges and agrees that Lender has no liability under the Development Agreement as a result of the Assignment, except where otherwise provided in the Development Agreement. In the event of an Absolute Assignment, Lender assumes all liabilities of Borrower under the Development Agreement, in accordance with its terms.

5. Conditions. The Town hereby acknowledges and agrees that until Borrower has satisfied, and the Town has approved, all of the conditions of Borrower under the Development Agreement, Town agrees to provide to Lender, concurrent with the notice sent to Borrower, a copy of any notice of non-compliance therewith. In addition, the Town agrees that as a condition precedent to declaring any default, breach or termination of the Development Agreement, to provide Lender ninety (90) days to cause same to be cured, which cure period shall be extended for such period of time as may be reasonably necessary for Lender to obtain possession or ownership of the Property by foreclosure or deed-in-lieu of foreclosure.

6. Acknowledgments and Agreements by Town. The Town hereby acknowledges and agrees as follows: (i) pursuant to Section 4 of the Assignment, that in the event Borrower has delivered to Lender that certain Absolute Assignment of Development Agreement (the "Absolute Assignment") in the form attached to the Assignment as Exhibit C, Lender has the right, upon the occurrence of any Event of Default (as defined in the Assignment), to cause the absolute and unconditional delivery to Lender of the Absolute Assignment, and to record the Absolute Assignment and same shall not constitute or cause a breach or default under the Development Agreement; (ii) following the delivery to Lender of the Absolute Assignment, the Town will recognize Lender as the absolute owner of all of the rights, obligations, title and interest of Borrower under the Development Agreement; and (iii) the Town hereby consents and agrees not

to unreasonably withhold its consent to the further assignment by Lender of the Development Agreement, and agrees that any sale of all or any portion of the property covered by the Development Agreement shall not constitute a breach or default under the Development Agreement.

7. Notices. The Town hereby agrees to honor and comply with the notice provisions set forth in this CONSENT AND JOINDER OF TOWN, and agrees that Borrower and Lender are entitled to provide notice to the Town in accordance with the Assignment, at the following address for the Town:

Town of Flower Mound, Texas
2121 Cross Timbers Rd.
Flower Mound, TX 75028
Attention: Economic Development Director

[Signature page follows].

IN WITNESS WHEREOF, the Town has signed this Consent and Joinder of Town.

TOWN:

TOWN OF FLOWER MOUND, TEXAS, a Texas municipal corporation

By: _____
Name:
Title:

STATE OF _____ §
§
COUNTY OF _____ §

The foregoing instrument was ACKNOWLEDGED before me on this _____, 2019, by _____, the _____ of the TOWN OF FLOWER MOUND, TEXAS, a Texas municipal corporation, on behalf of said municipal corporation.

[Seal]

_____
Notary Public, State of _____

My Commission Expires:

_____

_____
Printed Name of Notary Public

Exhibit A to Consent and Joinder of Town

Development Agreement

[The Development Agreement follows this cover page.]

EXHIBIT C

ABSOLUTE ASSIGNMENT

[The form of Absolute Assignment follows this cover page.]

ABSOLUTE ASSIGNMENT OF DEVELOPMENT AGREEMENT

This ABSOLUTE ASSIGNMENT OF DEVELOPMENT AGREEMENT ("**Assignment**") is dated as of _____, 2019, and executed by LAKESIDE CROSSING LAND PARTNERS LP, a Texas limited partnership ("**Assignor**"), to and for the benefit of BI 43 LLC, a Florida limited liability company ("**Assignee**").

WHEREAS, Daldav Associates, L.L.P., a Texas limited liability partnership ("**Daldav**"), and the Town of Flower Mound, Texas, a Texas municipal corporation (the "**Town**"), executed that certain Lakeside Parkway/Gerault Road Partnership Agreement dated April 17, 2000 (as the same may have been or may be amended, restated, or otherwise modified from time to time, the "**Development Agreement**") recorded in the Real Property Records of Denton County, Texas, as assigned by Daldav to Assignor pursuant to an assignment, dated as of September 19, 2017, made by Daldav in favor of Assignor, recorded in the Real Property Records of Denton County, Texas;

FOR AND IN CONSIDERATION OF $10.00 and other good and valuable consideration received by Assignee, the receipt and sufficiency of which are hereby acknowledged and confessed:

1. Absolute Assignment. Assignor does hereby absolutely, unconditionally and irrevocably ASSIGN, TRANSFER, SET OVER, CONVEY and DELIVER unto Assignee, its successors and assigns, ail of the rights, obligations, powers, privileges and interests of Assignor in and to the Development Agreement.

2. **Assignor Indemnity. ASSIGNOR HEREBY AGREES TO INDEMNIFY ASSIGNEE, DEFEND ASSIGNEE WITH COUNSEL SELECTED BY ASSIGNEE AND HOLD HARMLESS ASSIGNEE FROM AND AGAINST ALL LIABILITY, LOSS, DAMAGE, COST AND EXPENSE, INCLUDING SPECIFICALLY (BUT WITHOUT LIMITATION) REASONABLE ATTORNEYS' FEES AND COSTS OF COURT, WHICH ASSIGNEE MAY SUFFER OR INCUR BY REASON OF ANY ACT OR CAUSE OF ACTION OCCURRING OR ACCRUING, AND/OR. ARISING OUT OF THE DEVELOPMENT AGREEMENT, INCLUDING, WITHOUT LIMITATION, LIABILITY, LOSS, DAMAGE, COST AND EXPENSE ARISING OUT OF THE NEGLIGENCE OF ASSIGNEE; PROVIDED, HOWEVER, THE FOREGOING INDEMNITY SHALL NOT APPLY TO ANY LIABILITY, LOSS, DAMAGE, COST AND EXPENSE WHICH IS CAUSED SOLELY BY, OR ARISES SOLELY OUT OF, THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ASSIGNEE, AS DETERMINED BY A FINAL, NON-APPEALABLE ORDER OF A COURT OF COMPETENT JURISDICTION.**

3. Binding Effect. This Assignment is binding upon and shall inure to the benefit of the parties hereto, and their respective authorized agents and representatives, successors and assigns. This Assignment has been entered into by Assignor and Assignee solely for their benefit, and the benefit of their respective successors, assigns, authorized agents and representatives, and not for the benefit of any other persons not a party to this Assignment. No person shall be entitled to the benefits of any covenant, indemnification or other agreement made herein, whether as a third-party beneficiary or otherwise, except as expressly provided in this Assignment.

600867387.2

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Assignor has signed this Assignment

ASSIGNOR:

LAKESIDE CROSSING LAND PARTNERS LP,
a Texas limited partnership

By: Newstream Hotels and Resorts LLC, a Texas limited liability company, its General Partner

By:_____
Name:_____
Title: Managing Member

STATE OF _____ §
§
COUNTY OF _____ §

The foregoing instrument was ACKNOWLEDGED before me on this _____, 2019, by _____, the Managing Member of Newstream Hotels and Resorts LLC, a Texas limited liability company, the General Partner of LAKESIDE CROSSING LAND PARTNERS LP, a Texas limited partnership, on behalf of said limited partnership.

[Seal]

_____
Notary Public, State of Texas

My Commission Expires:

_____

_____
Printed Name of Notary Public

TOWN COUNCIL AGENDA ITEM NO. 31

REGULAR ITEM

DATE: November 4, 2019

FROM: Andrea Roy, Economic Development Director

ITEM: **Public Hearing to consider approval of an Agreed Termination of a Chapter 380 Agreement, Release of Lien, and Promissory Note, between the Town of Flower Mound and Old Town Development LLC**

BACKGROUND INFORMATION: In order for the land and building (tenant is Mi Dia) at 2601 West Windsor Drive to be sold to a new owner, Old Town Development requests the Town's consideration of an Agreed Termination of the Chapter 380 Agreement and Release of Lien (on the real estate). To address the outstanding financial obligation associated with the purchase price of the land, and essentially replace the obligations outlined in the Chapter 380 Agreement and the Lien, the principals of Old Town Development have agreed to provide a Promissory Note. The note will personally obligate the Old Town Development representatives to pay the remaining balance of the amount owed on the land to the Town, if for any reason, the current restaurant ceases to exist and is no longer generating sales and use tax to the Town. The terms of the Promissory Note are reflective of the current financial terms within the Chapter 380 Agreement.

It should be noted that the land and building sale will not affect the restaurant operations in any way.

History

On August 3, 2015, The Town approved a Chapter 380 Agreement, Sales Contract, Promissory Note, and Deed of Trust, between the Town of Flower Mound and Old Town Development LLC, related to the sale and development of a 1.613-acre Town-owned property at 2601 West Windsor Drive. The subject site was part of the approximately 22 acres purchased in April 2009 to construct West Windsor Road extension and park improvements. After development of the Senior Center, the Town solicited for bid proposals for this adjacent property to construct a large full-service restaurant. On June 15, 2015, the Town Council authorized the solicitation of bids and ultimately chose Old Town Development.

The Town sold the property to Old Town Development for a price of $140,000 in exchange for Old Town Development constructing a restaurant consisting of 7,280 square feet of total dining space and signing Mi Dia as the sole tenant for the restaurant. The note was payable in annual installments of $28,000 beginning five years after the issuance of a certificate of occupancy (CO issued on August 15, 2017) by the Town, subject to sales tax offsets contained within the 380 Agreement. The Chapter 380 Agreement also provided for permit fee waivers and Town maintenance of the drainage easement and detention pond's infrastructure for the term of the agreement.

On November 13, 2015, The Town entered into a subordination agreement with OTD FM2, LLC, OTD FM, LLC, and Frost Bank. The subordination agreement placed the Town in a second (or subordinate) lien position, only behind the bank, as it relates to the land transaction and the Chapter 380 Agreement between the Town and Old Town Development.

Later, on November 20, 2017, The Town entered into a new subordination agreement with OTD FM2, OTD FM, LLC, First United Bank & Trust, which maintained the Town's second lien position with no substantive changes, but allowed Old Town Development to convert the construction financing through Frost Bank to permanent financing through First United Bank and Trust.

Chapter 380 Developer Obligations

- Owner must purchase the property (Done)
- Owner must develop, construct, and operate/lease the property to Mi Dia or similar-type use (Done)
- Owner must ensure operation of the restaurant (Ongoing, Mi Dia - a 10-year lease is in place with multiple 5-year options)
- Owner must pay the Promissory Note, subject to the Sales Tax Credit (Ongoing)

To date, the majority of obligations of Old Town Development have been met, with the exception of the full payment of the $140,000 (the land price) payable to the Town, which, per the terms of the Agreement, will be paid back to the Town through the 1% sales and use tax generated by the restaurant. The current balance due to the Town is $59,603.78. To address this outstanding balance, a personal Promissory Note will be provided by the principals of Old Town Development, Chris Gordon and Justin Springfield, guaranteeing the Town will receive the remaining amount owed.

Chapter 380 Town Obligations

- Town will waive permit fees (Done)
- Town will maintain the detention pond infrastructure (Ongoing)
- Town will maintain the drainage easement (Ongoing)
- Town will provide permanent cross access and parking agreements (Done)
- Town will credit sales and use tax generated by the restaurant against the purchase price (Ongoing)

The Town currently maintains the pond and drainage easement and will continue to do so until the conclusion of the originally estimated term (5-years from the date of the Certificate of Occupancy issuance, 8-15-17), after which time, maintenance of the pond and drainage easement will be the responsibility of the new owner, unless a formal maintenance agreement is negotiated and executed between the Town and new owner. Upon the closing of the land/building sale, the Town will correspond with the new owner, indicating the manner in which maintenance of the pond and drainage easement will occur. The **Termination Agreement** will close out the current Chapter 380 Agreement and address the Town's outstanding obligations related to the maintenance of these areas.

Promissory Note

While a balance remains on the purchase price of the land, the Town is expected to receive the full $140,000 in less than two years, which would satisfy the terms of the Promissory Note and no further payments would be required. Furthermore, the proposed Promissory Note places the Town in an enhanced financial position, as the Town will no longer be subordinate to the bank/lender, but a direct recipient (through the Promissory Note) of the funds if the $140,000 is not provided to the Town within five years.

Release of Lien

The Release of Lien will remove the existing lien originally placed on the property on August 14, 2015, for $140,000, payable in annual installments of $28,000, beginning five (5) years after the date of the issuance of the first certificate of occupancy. Again, the new Promissory Note reflects these same terms, but removes the obligation from the land and places the obligation on the individuals.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: No additional costs will be incurred as a result of the termination.

LEGAL REVIEW: Drew Larkin of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the Termination Agreement, Release of Lien, and Promissory Note, as to form and legality.

ATTACHMENTS:

1. Agreed Termination of Chapter 380 Agreement
2. Release of Lien
3. Promissory Note

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

AGREED TERMINATION OF CHAPTER 380 AGREEMENT BETWEEN THE TOWN OF FLOWER MOUND AND OTD FM, LLC

This Agreed Termination of Chapter 380 Agreement ("**Termination Agreement**") is made and entered into on this ____ day of _____, 2019, by and between the Town of Flower Mound, Texas ("**Town**"), and OTD FM, LLC d/b/a Old Town Development, LLC, a Texas limited liability company ("**Company**"), for the purposes and considerations stated below. Town and Company may sometimes hereafter be referred to individually as a "**Party**" or collectively as the "**Parties**."

WITNESSETH:

WHEREAS, the Company, pursuant to a real estate contract of sale and agreement regarding development of property, purchased from the Town property located at 2601 West Windsor Drive, Flower Mound, Texas 75028 ("**Property**"); and

WHEREAS, the Company desired to develop, construct and lease the Property for use as a "Mi Dia" Mexican restaurant or similar upscale, full-service restaurant ("**Restaurant**"); and

WHEREAS, on August 3, 2016, the Town and Company entered into an Economic Development Agreement ("**Agreement**"), attached hereto as Exhibit A, which addresses various development issues related to the construction and operation of the Restaurant, and provides for certain economic incentives for the Company; and

WHEREAS, Town and Company agree that the development, construction, and operation of the Restaurant resulted in and promoted economic development in the Town, thereby increasing property values; and

WHEREAS, the development is consistent with the ordinances of the Town; and

WHEREAS, the Town has concluded and hereby finds that the Agreement promoted economic development in the Town of Flower Mound, Texas, and as such met the requirements of Article III, Section 52-a of the Texas Constitution, by assisting the development and diversification of the economy of the State, by eliminating unemployment or underemployment in the State, and by developing or expanding commerce within the State; and

WHEREAS, Company desires to sell the Property to a new owner and wishes to mutually terminate the Agreement; and

WHEREAS, the Town desires to enter into this Termination Agreement in exchange for a promissory note to pay for any outstanding balance potentially owed under the previous promissory note and Agreement.

NOW THEREFORE, for and in consideration of the terms and conditions contained herein, the Parties do mutually agree as follows.

1. Termination of Agreement. The Agreement is terminated by mutual agreement of the Parties, effective as of the Town and Company's execution of this Termination Agreement and the Town's receipt of the fully executed promissory note attached hereto as Exhibit C.

2. Payments and Incentives. Company has received all payments and incentives under the Agreement and waives any funds it may have had a right to claim under the Agreement whether past, present, or future.

3. Town Obligations.

3.01 Detention Pond Infrastructure. The Town will continue to maintain the detention pond infrastructure and related drainage infrastructure in the Long Prairie Road and detention pond easement and shown on the Plat, attached as Exhibit B, and will maintain the pond's cleanliness so as to be free of garbage, rubbish, and waste and excessive algae until August 15, 2022. Town maintenance of the detention pond infrastructure may only continue beyond August 15, 2022, if the Town and owner of the Property enter into a formal maintenance agreement.

3.02 Maintenance of Drainage Easement. The Town will continue to maintain the drainage easement located on the Property and shown on the Plat, attached as Exhibit B, until August 15, 2022. Town maintenance of the drainage easement may only continue beyond August 15, 2022, if the Town and owner of the Property enter into a formal maintenance agreement.

4. Company Obligations. This Termination Agreement releases the Company from its obligations noted in the Agreement.

5. Authority to Execute. The undersigned represent and warrant that they have the authority to act on behalf of the parties hereto and to bind them to this Termination Agreement.

6. Voluntary Execution. Company acknowledges that it is fully and completely informed of the facts relating to this Termination Agreement, and of the rights and responsibilities of the parties; Company enters into this Termination Agreement voluntarily after having given careful consideration to the making of this Termination Agreement; Company has discussed the provision of this Termination Agreement with an attorney of its own choice and has executed it in reliance upon its own judgement and the advice of its attorneys; and Company is legally competent to execute this Termination Agreement and understands its terms.

7. Entire Agreement. The undersigned represent that no inducement or agreement not herein contained has been made and that this Termination Agreement contains the entire agreement of the parties.

8. Town Manager Authorization. The Town Manager, after Town Attorney review and approval, is authorized to execute a release of Town liens and subordination agreements affecting the Property.

9. Governing Law and Venue. The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of, or relating to, this Termination Agreement and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement. Mandatory and exclusive venue for any action concerning this Termination Agreement shall be in a court of competent jurisdiction in Denton County, Texas.

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

11. Reciprocal Access and Parking Agreement. The Reciprocal Access and Parking Agreement dated September 15, 2015, between the Parties, filed September 16, 2015, recorded as Document No. 2015-107592 of the Denton County Real Property Records is not affected by this Termination Agreement and remain is full force and effect.

[Signatures on following page]

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, on this _____ day of _____, 2019.

TOWN:

TOWN OF FLOWER MOUND, TEXAS

By: _____
Steve Dixon, Mayor

ATTEST:

_____
Theresa Scott, Town Secretary

STATE OF TEXAS §
§
COUNTY OF DENTON §

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

[S E A L]

_____
Notary Public, State of Texas

My Commission Expires:

_____

_____
Printed Name of Notary Public

COMPANY:

OTD FM, LLC d/b/a Old Town Development
a Texas limited liability company

By: Old Town Development

By: _____
Name: _____
Title: _____

STATE OF _____ §
§
COUNTY OF _____ §

The foregoing instrument was ACKNOWLEDGED before me on this _____, 2019, by _____, the _____ of OTD FM, LLC, d/b/a Old town Development, a Texas limited liability company, on behalf of said limited liability company.

[S E A L]

_____
Notary Public, State of _____

My Commission Expires:

_____

_____
Printed Name of Notary Public

EXHIBIT "A"

ECONOMIC DEVELOPMENT AGREEEMENT BETWEEN

THE TOWN OF FLOWER MOUND AND

OTD FM, LLC

Denton County
Juli Luke
County Clerk
Denton, TX 76202

70 2015 00107593

Instrument Number: 2015-107593

As

Agreement

Recorded On: September 16, 2015

Parties: TOWN OF FLOWER MOUND

To [illegible] Old Town

Billable Pages: 15

Number of Pages: 15

Comment: PER CUSTOMER

(Parties listed above are for Clerks reference only)

**** THIS IS NOT A BILL ****

Agreement	82.00
Total Recording:	**82.00**

************** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT **************

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2015-107593
Receipt Number: 1338733
Recorded Date/Time: September 16, 2015 07:57:59A

User / Station: T Duvall - Cash Station 2

Record and Return To:

TOWN OF FLOWER MOUND
2121 CROSS TIMBERS RD
FLOWER MOUND TX 75028

THE STATE OF TEXAS }
COUNTY OF DENTON }

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed heron, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke

County Clerk
Denton County, Texas

ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF FLOWER MOUND AND OLD TOWN DEVELOPMENT, LLC

This Economic Development Agreement (hereinafter referred to as the "Agreement") is entered into by and between the Town of Flower Mound, Texas, a Texas home rule municipality (hereinafter referred to as the "Town"), and Old Town Development, LLC d/b/a Old Town Development, a Texas Limited Liability Company (hereinafter referred to as the "Owner"), pursuant to Chapter 380 of the Texas Local Government Code.

RECITALS

WHEREAS, Owner has, pursuant to a Real Estate Contract of Sale and Agreement Regarding Development of Property, contracted to purchase from the Town property located at 2601 West Windsor Drive, Flower Mound, Texas 75028, together with, all and singular, all improvements thereon and all rights and appurtenances pertaining thereto, which Property is more fully described as:

> A 1.613 acre tract located at 2601 West Windsor Drive, Flower Mound, Texas 75028 and being all of that Lot 1R2, Block A of the West Windsor Addition, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat recorded as Document Number 2013-313 of the Plat Records of Denton County, Texas.

WHEREAS, Owner desires to develop, construct and lease the Property for use as a "Mi Dia" Mexican restaurant; and

WHEREAS, the Town and Owner wish to address various development issues related to the construction and operation of the restaurant, and to provide for certain economic development incentives for the Owner, and establish the terms and conditions for those incentives, as more fully described herein; and

WHEREAS, the Town and Owner agree that the development, construction, and operation of the restaurant will result in and promote economic development in the Town, thereby increasing property values; and

WHEREAS, the proposed development of the Property is consistent with the ordinances of the Town; and

WHEREAS, Chapter 380 of the Texas Local Government Code provides that Texas municipalities may create programs to promote local economic development; and

WHEREAS, the Town wishes to partner with Owner and provide various incentives to Owner to assist in the economic development of the Property; and

WHEREAS,, the Town has concluded and hereby finds that this Agreement in its entirety clearly promotes economic development in the Town and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and further, is in the best interests of the Town and Owner; and

WHEREAS, Owner has applied to the Town for financial accommodations, including those which are described in this Agreement and those which may be described in any exhibit or schedule attached to this Agreement.

NOW, THEREFORE, THE TOWN AND OWNER AGREE AS FOLLOWS:

SECTION 1. FINDINGS INCORPORATED

All the above premises are hereby found to be true and correct and are hereby approved and incorporated into the body of this Agreement as if copied in their entirety.

SECTION 2. TERM

This Agreement shall be effective as of the Effective Date and end when the parties have fulfilled all of their respective obligations in accordance with this Agreement, unless terminated early as provided in this Agreement. Upon Owner's payment in full and/or the full credit or offset of all Note Obligations as a result of Sales and Use Tax Receipts in accordance with all documents governing such Note Obligations, all provisions of this Agreement shall terminate and be of no further force and effect with the exception of Section 5(B), Section 5(C), and Section 5(D), which shall in all events remain in effect until the tenth (10^{th}) anniversary of the Commencement Date of the lease between Owner and Restaurant.

SECTION 3. PROGRAM ESTABLISHED

A Program authorized under Chapter 380 of the Texas Local Government Code is hereby established to bring a "Mi Dia" restaurant to the Town, as defined below. The terms of this Agreement shall implement the Program.

SECTION 4. DEFINITIONS

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

Agreement. The word "Agreement" means this 380 Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.

Certificate of Occupancy. The words "Certificate of Occupancy" means the certificate issued by the Town building official reflecting that construction has been completed in conformance with appropriate municipal codes and the Owner is authorized to secure full utility service and to permit commercial occupancy of the building.

Effective Date. The words "Effective Date" mean the latter of the date this Agreement is executed by the Town and the date this Agreement is executed by Owner.

Force Majeure. The words "Force Majeure" mean any cause, condition or event, which is beyond the control of Owner or any person for whom Owner is responsible, that could not reasonably be avoided through ordinary care, including, but not limited to, flood, fire, Acts of God, shortage of labor or materials, acts of terror, riot, war, and civil unrest.

Improvements. The word "Improvements" means the Restaurant and related amenities located on the Property.

Note Obligations. The words "Note Obligations" mean all amounts owed or which may become owed by Owner to the Town under the terms of the Promissory Note, as defined herein, including all extensions, renewals, modifications, increases and replacements of the Promissory Note, whether or not evidenced by a new promissory note or other instrument.

Opening Date. The words "Opening Date" mean the date after which a Certificate of Occupancy has been received by the Owner and the Restaurant is fully open to accommodate restaurant patrons and guests.

Owner. The word "Owner" means, as of the Effective Date, OTD FM, LLC d/b/a Old Town Development, a Texas Limited Liability Company, whose address is: OTD FM, LLC d/b/a Old Town Development, Attn: Chris Gordon, Manager and Chief Financial Officer, 2241 Veranda Avenue, Trophy Club, Denton County, Texas 76262; Telephone: (817) 863-8480; E-mail: Chris@OTDTexas.com

Program. The word "Program" means the program established pursuant to Chapter 380 of the Texas Local Government Code as set forth in Section 3 of this Agreement.

Promissory Note. The words "Promissory Note" mean the Real Estate Lien Note dated the same date as this Agreement, in the original principal amount of One Hundred Forty Thousand Dollars and no cents ($140,000.00), and bearing pre-default interest at the rate of zero percent (0%) per annum, executed by Owner and payable to the order of the Town, and all amendments, restatements, increases, renewals, and extensions of the Promissory Note.

Property. The word "Property" means the Property located at 2601 West Windsor Drive, Flower Mound, Texas 75028, together with, all and singular, improvements thereon and all rights and appurtenances pertaining thereto, which Property is more fully described as a 1.613 acre tract located at 2601 West Windsor Drive, Flower Mound, Texas 75028 and being all of that Lot 1R2, Block A of the West Windsor Addition, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat recorded as Document Number 2013-313 of the Plat Records of Denton County, Texas.

Restaurant. The word "Restaurant" means "Mi Dia" an upscale, full-service Mexican restaurant with wait staff, consisting of approximately 7,280 square feet of total dining space, 5,065 square feet of air conditioned building space, and 2,215 of outdoor dining patio area, together with associated sidewalks, landscaping, lighting, utilities, signage and parking improvements, with a design substantially similar and consistent with the layout shown on Exhibit A, attached hereto, and an appearance substantially similar and consistent with the photographs shown on Exhibits B and C, attached hereto, with a general concept or site plan substantially similar and consistent with the site layout shown on Exhibits B and C.

Sales and Use Tax and Sales and Use Tax Receipts. The words "Sales and Use Tax" or "Sales and Use Taxes" or "Sales and Use Tax Receipts" mean the Town's municipal sales and use tax, currently at the rate of one percent (1.0%), pursuant to section 321.103(a) of the Texas Tax Code, as amended, generated by the Restaurant on the Property; provided, should the Texas Legislature amend the applicable Tax Code provision to increase or decrease the amount of allowed municipal sales and use tax, then in the event of a decrease, Sales and Use tax shall mean the actual amount of sales and use tax received by the Town, and in the event of an increase, the Sales and Use Tax shall mean one percent (1.0%). The Sales and Use Tax does not include any portion of any dedicated sales tax collected for any purpose or entity other than the one percent (1.0%) general municipal sales and use tax, and expressly excludes, among other taxes, any sales and use tax collected for the Town Crime Control and Prevention District, the Town Fire Control, Prevention & Emergency Medical Services District, the Town Community Development Corporation, or for street maintenance.

Sales Tax Certificate. The words "Sales Tax Certificate" mean a document provided to the Town by Owner itemizing the payment of sales and use taxes by Owner or the Lessee of Owner in connection with operation of the Restaurant.

State Comptroller. The words "State Comptroller" mean the Office of the Texas Comptroller of Public Accounts, or any successor agency.

Town. The word "Town" means the Town of Flower Mound, Texas, a Texas home rule municipality, whose address for the purposes of this Agreement is: Town of Flower Mound, Attn: Town Manager, 2121 Cross Timbers Road, Flower Mound, Texas 75028.

SECTION 5. OWNER'S OBLIGATIONS AND AGREEMENTS

A. **Owner's Obligation to Purchase the Property.** Owner must purchase the Property from the Town for a purchase price of One Hundred Forty Thousand Dollars and no cents ($140,000.00) (the "Purchase Price"), pursuant to the Real Estate Contract of Sale and Agreement Regarding Development of Property entered into by the parties contemporaneously with this Agreement.

B. **Owner's Obligation to Construct and Operate the Restaurant.** Owner intends to develop, construct, and operate or lease the Property for purposes of

operating the Restaurant on the Property. Owner's development, construction, and leasing of the Property shall comply in all respects to applicable Town ordinances and regulations and all applicable development approvals, permits and conditions granted, provided for, or required thereunder. Owner agrees that from and after the Opening Date to use its best efforts to continuously use and operate the Property as the the Restaurant (subject, however, to any cessations due to causes or events of Force Majeure or due to restaurant remodeling, renovation or casualty/condemnation repairs and replacements), and the Property shall not be used for any purpose other than as the Restaurant open to the public and serving visitors, the adjacent business community, and the citizens of the Town. Notwithstanding anything to the contrary herein, if at any time it becomes commercially impractical to operate the Property as the Restaurant as a result of Force Majeure or otherwise due to circumstances beyond Owner's control (a "Mi Dia Closure"), Owner may replace the "Mi Dia" tenant with an alternative full-service restaurant tenant which does not have another location within five (5) miles of the Property and which must be approved by the Town ("Approved Replacement"), which Town approval shall not be unreasonably withheld, conditioned, or delayed. In the event of a Mi Dia Closure, Owner shall not be in violation of this Agreement so long as Mi Dia is replaced with an Approved Replacement, and the Approved Replacement tenant shall replace Mi Dia and be the "Restaurant" as defined by this Agreement.

C. **Completion of Construction and Execution of Lease with Restaurant Operator.** Except as prevented by delays caused by Force Majeure, Owner must complete construction of the Restaurant improvements and receive a certificate of occupancy no later than March 31, 2017, and enter into a lease for a period of at least ten (10) years with the Restaurant operator for the lease of the Property on or before such date; and

D. **Operation of Restaurant for the Term.** Owner must ensure that the Restaurant opens for business on or before March 31, 2017, and operate continuously for the term of this Agreement, excepting, however, delays and/or closures due to Force Majeure, and in the event the Restaurant ceases to operate on the Property, to lease the Property to exercise commercially reasonable diligence to lease the Property to an Approved Replacement.

E. **Payment of Promissory Note.** Owner must pay the Promissory Note as provided therein, subject to the Sales Tax Credit provisions below.

F. **Undocumented Workers.** Owner certifies that during the Term of this Agreement, Owner will not knowingly employ and directly hire an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended; provided, however, Owner shall not be in default of this covenant in the event other persons or entities working by, through or under Owner hire an undocumented worker (e.g., one of Owner's contractors hires an undocumented subcontractor or the Restaurant operator hires an undocumented worker.). If during the Term of this Agreement, Owner or its assignee, as applicable, is convicted of a violation under 8

U.S.C. § 1324a(f), and all appeal periods with respect thereto have expired or all appeals with respect thereto have been fully and finally adjudicated in favor of affirming the conviction, Owner shall repay the amount of the public subsidy provided to the Owner under this Agreement plus interest, at the rate of six percent (6%), not later than one hundred twenty (120) days after the date the Town notifies Owner of the violation in writing.

G. **As-Is Sale and Waiver and Release Of Claims.** OWNER ACKNOWLEDGES THAT OWNER HAS INSPECTED THE PROPERTY AND ACCEPTS IT AS IS, WITH ALL FAULTS, WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS. IN ADDITION, OWNER WAIVES AND RELEASES ANY RIGHTS AND CLAIMS UNDER THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE CHAPTER 37). AFTER CONSULTATION WITH AN ATTORNEY OF OWNER'S OWN SELECTION, OWNER ALSO VOLUNTARILY WAIVES PURCHASER'S RIGHTS AND CLAIMS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT (TEXAS BUSINESS & COMMERCE CODE SECTION 17.41, ET SEQ.). OWNER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS SECTION INVOLVE THE INTENTIONAL RELINQUISHMENT OF KNOWN RIGHTS AND THAT THERE IS NO DISPARITY OF BARGAINING POWER BETWEEN OWNER AND THE TOWN. Owner also acknowledges that the Town has made no warranty or representation that the property is suitable for Owner's intended use. Owner waives and releases any claim that Owner may have against the Town, and the Town's officers, officials, employees, and representatives, in both their official and individual capacities, including any claims for damages and expenses, including attorney's fees and court costs, arising out of the warranties and representations disclaimed herein. The provisions of this Section will survive Closing and will be included in the Special Warranty Deed.

SECTION 6. TOWN'S OBLIGATIONS AND AGREEMENTS

A. **Impact and Building Permit Fees**. The Town will waive any and all fees imposed by the Town related to the Project, including, but not limited to, impact (water, wastewater, and/or road) fees, building permit fees, permit fees, inspection and drainage inspection fees, infrastructure fees, permits, inspection fees, and tap fees relating to the development of the Property and the construction of the Improvements.

B. **Detention Pond Infrastructure.** The Town will maintain the detention pond infrastructure and related drainage infrastructure in the Long Prairie Road and detention pond easements, and will maintain the pond's cleanliness so as to be free of garbage, rubbish, and waste and excessive algae throughout the Term.

C. **Maintenance of Drainage Easement.** The Town will maintain the drainage easement located on the Property and shown on the site plan attached as Exhibit D throughout the Term.

D. **Cross Access and Parking.** The Town will provide permanent cross access and parking agreements for the benefit of the Property with the adjacent Senior Center property.

E. **Sales Tax Rebate Credit Granted.** The Town will credit or offset against the Note Obligations all Sales and Use Tax Receipts collected by the Town from sales and revenues from the Restaurant operation, as reported by the Restaurant to the State Comptroller, in the five (5) years commencing on the date of issuance of the first certificate of occupancy for of the Restaurant in an amount equal to the lesser of: (1) the total of the Note Obligations, or (2) the amount collected by the Town from the Sales and Use Tax Receipts collected. If the five (5) year period ends during a reporting period, the amount of the credit for that period will be prorated accordingly.

F. **Sales Tax Credit Procedures.** The following provisions govern calculation and application of the credit or offset provided by this Section:

(1) Late fees, interest, and attorney's fees are not eligible for credit or offset under this Section.

(2) After the month in which Restaurant operator makes its final payment of Sales and Use Tax to the State Comptroller for its first full or partial calendar quarter of sales for the Restaurant, and continuing each successive calendar quarter thereafter, Owner agrees to submit to the Town a "Sales Tax Credit Submittal Request."

(3) Owner's Sales Tax Credit Submittal Request shall state the gross amount of the Sales and Use Tax paid by the Restaurant operator for the applicable quarter and the amount of the credit due for such quarter, and shall include a copy of the Restaurant's quarterly report to the State Comptroller.

(4) Owner's documentation shall identify the taxable "sales and use tax-eligible" sales from the Restaurant for the preceding quarter.

(5) Unless otherwise determined by the Texas Attorney General in writing, the submitted documentation shall be considered confidential financial information contained in a public document (or other reproduction media) not subject to release to the public. The Town shall seek a written opinion from the Texas Attorney General, raising any applicable exception to release, prior to any release to a third-party under the Texas Public Information Act. The Parties agree, however, that this Agreement shall not be considered confidential.

(6) If Owner shall fail to submit a Sales Tax Credit Submittal Request for a particular quarter, then the Town may give Owner written notice of Owner's failure to timely submit such Sales Tax Credit Submittal Request, and Owner shall have thirty (30) calendar days calculated from the date on which such written notice is given in which to submit such Sales Tax Credit Submittal Request.

(7) The Town's determination of the amount of the Sales Tax Credit due Owner is final; provided, however, that Owner may appeal to the Town Council within thirty (30) days of payment, the Town Council shall hear the appeal within thirty (30) days and the Town Council's determination of the amount of the Sales Tax Credit shall be final.

SECTION 7. DEFAULT

Each of the following shall constitute an Event of Default under this Agreement:

A. **Cessation of Operations**. At any point during the Term of this Agreement, Owner ceases operations on the Property for more than thirty (30) consecutive days, unless such cessation is due to causes or events of Force Majeure or due to restaurant remodeling, renovation or casualty/condemnation repairs and replacements.

B. **Breach of Warranty, Misrepresentation or Omission**. Any warranty, representation or statement made or furnished to the Town by or on behalf of Owner under this Agreement or any document(s) related hereto is/are false or misleading in any material respect, either now or at the time made or furnished, and Owner fails to cure same within sixty (60) days after written notice from the Town describing the violation, or if such violation cannot be cured within such 60-day period in the exercise of all due diligence, then if Owner fails to commence such cure within such 60-day period or fails to continuously thereafter diligently prosecute the cure of such violation, or if Owner learns that any such warranty, representation or statement has become false or misleading at the time that it was made, and Owner fails to provide written notice to the Town of the false and misleading nature of such warranty, representation or statement within ten (10) days after Owner learns of its false or misleading nature.

C. **Breach of Agreement**. Failure of Owner to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any related documents (including applicable Town ordinances), or failure of Owner to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement between Owner and the Town, and Owner fails to cure such failure within ninety (90) days after written notice from the Town describing such failure, or if such failure cannot be cured within such 90-day period in the exercise of all due diligence, then if Owner fails to commence such cure within such 90-day period or fails to continuously thereafter diligently prosecute the cure of such failure.

D. **Early Termination**. If any Event of Default by Owner shall occur, and Owner fails to cure same in accordance herewith, the Town may terminate this Agreement. In such event, Owner shall forfeit all entitlement to future economic development incentives to Owner under this Agreement, and Owner will then be obligated to pay the balance of the Promissory Note to the Town as provided in the Promissory Note.

SECTION 8. MISCELLANEOUS

A. **Right of Access.** Owner further agrees that the Town, its agents and employees, shall have a reasonable right to access to the Property and any improvements thereon to inspect same in order to ensure that the construction of the improvements is in accordance with this Agreement and/or all applicable federal, state and local laws, ordinances and regulations. After completion of the improvements, the Town and its agents and employees shall have the continuing right of inspection to ensure that such are thereafter maintained and operated in accordance with this Agreement and/or all applicable federal, state and local laws.

B. **Inspection of Books.** The Town shall have the right to inspect Owner's books and related documents, upon five (5) days' written notice to Owner, to determine Owner's compliance with the provisions of this Agreement. The failure to allow the inspection of Owner's books and related documents shall constitute an Event of Default.

C. **Captions and Headings.** The captions and headings of the Sections of this Agreement are for convenience and reference only and shall not affect, modify or amplify the provisions of this Agreement nor shall they be employed to interpret or aid in the construction of this Agreement.

D. **Covenant Running with the Land.** This Agreement shall be deemed a covenant that runs with the land and is binding on all heirs, successors, assigns, grantees, vendors, trustees, representatives of Owner and all others holding any interest now or in the future, and it is the intent of this Agreement, and the parties so acknowledge, that any and all phases of the Project shall be subject to this Section of this Agreement.

E. **Application of Texas Laws and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in Denton County, Texas.

F. **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
Attn: Town Manager's Office
2121 Cross Timbers Road
Flower Mound, Texas 75028

If to Owner:
Chris Gordon, Owner and Chief Financial Officer
OTD FM, LLC d/b/a Old Town Development
2241 Veranda Avenue
Trophy Club, Texas 76262

G. **Prevailing Party in Event of Legal Action.** In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

H. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

I. **Invalidation.** Invalidation of any one of the provisions of this document by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

J. **Telecopied Facsimile.** A telecopy facsimile of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein.

K. **Mayor Authorized to Execute**. The Town Council hereby authorizes the Mayor of the Town of Flower Mound to execute this Agreement on behalf of the Town.

L. **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 force as to the balance of its provisions as if such invalid provision were not a part hereof.

M. **Binding Obligation**. The Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. Owner warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Owner to same. Further, this Agreement is and shall be binding upon Owner, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest now or in the future.

N. **Mediation.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to mediation.

O. **Assignment.** This Agreement may not be assigned without the express written consent of the other Party.

END OF PAGE – SIGNATURES TO FOLLOW

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, on this 3rd day of August, 2015.

THE TOWN OF FLOWER MOUND SEAL TEXAS

TOWN:

TOWN OF FLOWER MOUND, TEXAS

Thomas E. Hayden

Thomas E. Hayden, Mayor

ATTEST:

Theresa Scott

Theresa Scott, Town Secretary

STATE OF TEXAS)
)
COUNTY OF DENTON)

This instrument was acknowledged before me on the 17 day of Aug, 2015, by Thomas E. Hayden, Mayor of the Town of Flower Mound, Texas, a Texas home rule municipality, on behalf of said Town.

THERESA SCOTT
Notary Public, State of Texas
My Commission Expires
December 29, 2018

Theresa Scott

Notary Public for the State of Texas

Signed this 14th day of August, 2015.

OWNER:

OTD FM, LLC
D/B/A OLD TOWN DEVELOPMENT

By: _____
Chris Gordon
Member and Manager

STATE OF TEXAS)
)
COUNTY OF Denton)

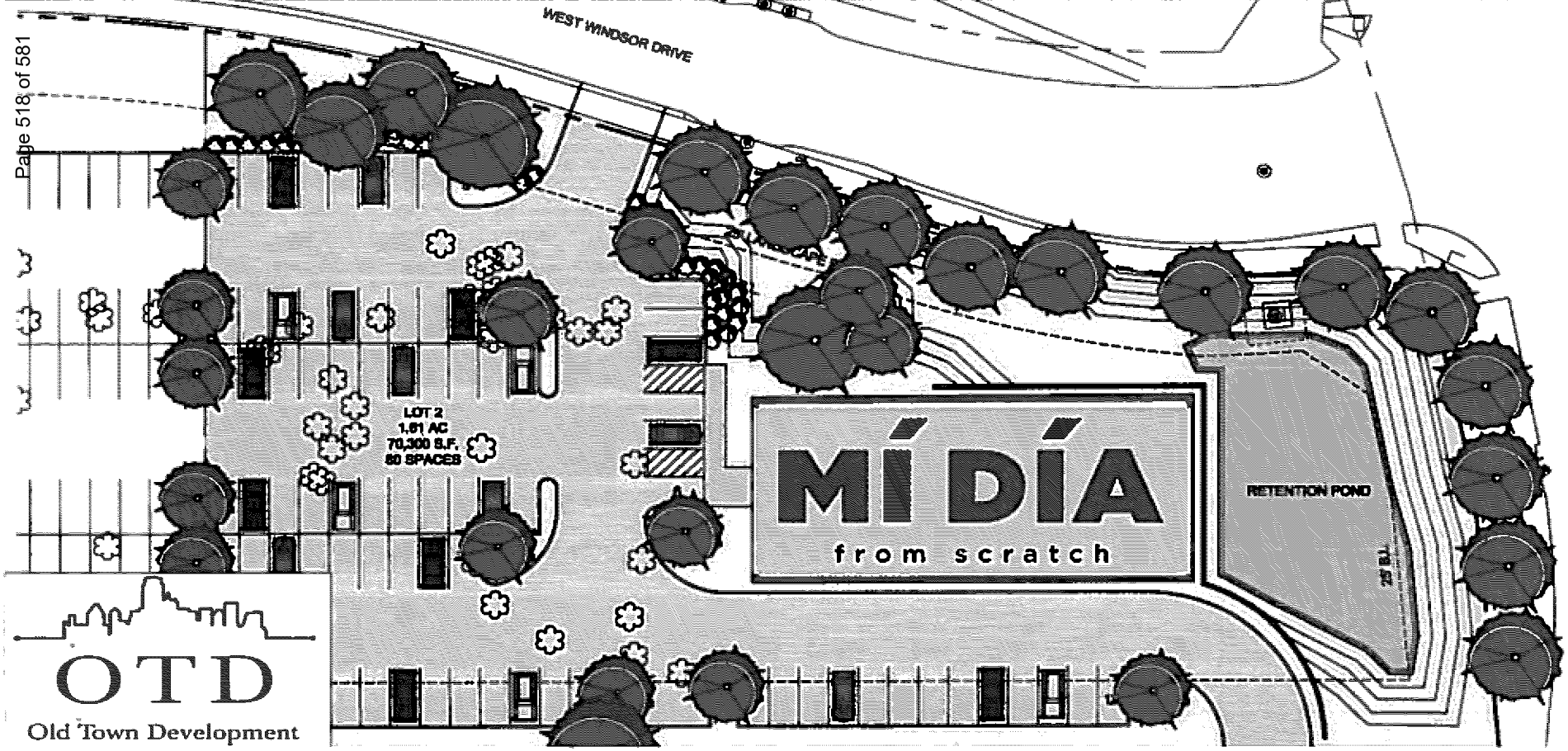
This instrument was acknowledged before me on the 14th day of August, 2015, by Chris Gordon, a Member and Manager of OTD FM, LLC, d/b/a Old Town Development, a Texas limited liability company, on behalf of said limited liability company.

JOHN O. MARTIN, JR.
Notary Public
STATE OF TEXAS
My Comm. Exp. 03-06-18

_____
Notary Public for the State of Texas

Exhibit A

mí día

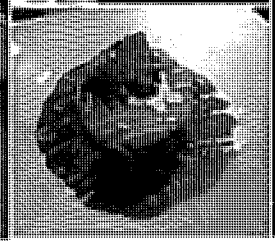

WEST WINDSOR DRIVE
LOT 2
1.61 AC
70,300 S.F.
80 SPACES
MÍ DÍA
from scratch
RETENTION POND
OTD
Old Town Development

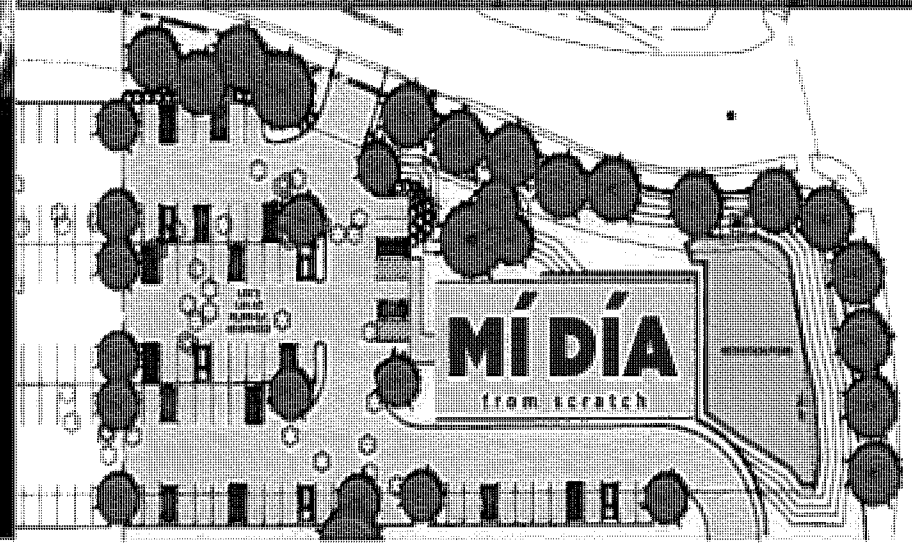
Attachment 1

Exhibits B and C

OTD

Old Town Development





RECIPROCAL ACCESS AND PARKING AGREEMENT

This Reciprocal Access And Parking Agreement (the "Agreement") is made and entered into this 15 day of September, 2015, by and between the Town of Flower Mound, a political subdivision of the State of Texas, (the "Parcel A Owner"), and OTD FM, LLC d/b/a Old Town Development, a Texas Limited Liability Company (the "Parcel B Owner").

RECITALS

A. The Parcel A Owner is the owner of certain real property situated in the Town of Flower Mound, Denton County, Texas, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Parcel A").

B. The Parcel B Owner is the owner of that certain real property situated in the Town of Flower Mound, Denton County, Texas, more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference ("Parcel B"), which Parcel B is located adjacent to Parcel A.

C. The Parcel B Owner intends to develop Parcel B for use as a Mi Dia restaurant (hereinafter defined).

D. Parcel A is developed as a municipal senior citizen center.

E. The parties hereto desire to provide for cross-access and shared parking on the Parcels, and to establish certain covenants with respect to said Parcels, for the mutual and reciprocal benefit and complement of Parcel A and Parcel B and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Parcel A Owner and the Parcel B Owner hereby covenant and agree that during the term of this Agreement the Parcels and all present and future owners and occupants of the Parcels shall be and hereby are subject to the terms and covenants hereinafter set forth in this Agreement, so that said Parcels shall be maintained, kept, sold and used in full compliance with and subject to this Agreement and, in connection therewith, the parties hereto on behalf of themselves and their respective successors and assigns covenant and agree as follows:

1. Definitions. For purposes hereof:

1.1 The term "Owner" or "Owners" means the Parcel A Owner (as to Parcel A) and the Parcel B Owner (as to Parcel B) and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment,

inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property or any tenants or other owners of non-fee estates.

1.2 The term "Parcel A" means that certain real property situated in the Town of Flower Mound, Denton County, Texas, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

1.3 The term "Parcel B" means that certain real property situated in the Town of Flower Mound, Denton County, Texas, more particularly described on Exhibit "B" attached hereto and incorporated herein by reference.

1.4 The term "Parcel" or "Parcels" means Parcel A and Parcel B, and, and any future subdivisions thereof.

1.5 The term "Permittees" means the Parcel A Owner, the Parcel B Owner, and the tenant under the Restaurant Lease, and their respective employees, agents, contractors, customers, invitees and licensees.

1.6 The term "Restaurant" means a "Mi Dia" an upscale, full-service Mexican restaurant with wait staff, consisting of approximately 7,280 square feet of total dining space, 5,065 square feet of air conditioned building space, and 2,215 of outdoor dining patio area, together with associated sidewalks, landscaping, lighting, utilities, signage and parking improvements, or its "Approved Replacement" as definited in the Economic Development Agreement Between the Town of Flower Mound and Old Town Development, LLC .

1.7 The term "Restaurant Lease" shall mean that Lease of Parcel B from the Parcel B Owner as landlord to Mi dia or other approved restaurant as tenant, and any amendments, extensions or replacements thereof.

1.8 The term "Site Plan" shall mean that site plan of the Parcels attached hereto as Exhibit "C" and by reference made a part hereof. Except as may be otherwise provided in this Agreement, the Site Plan is for identification purposes only.

2. Easements.

2.1 Grant of Easement. Subject to any express conditions, limitations or reservations contained herein, the Owners hereby grant, establish, covenant and agree that the Parcels, and the Owners and Permittees of the Parcels, shall be benefited and burdened by a nonexclusive reciprocal easement for reasonable access, ingress, egress over the paved driveway areas as presently or hereafter constructed on Parcel A and Parcel B (the "Driveway"), so as to provide for the passage of motor vehicles to and from the Parcels, and a nonexclusive reciprocal easement for shared parking over the paved parking areas as presently or hereafter constructed on Parcel A and Parcel B (the "Parking Areas"), so as to provide for common, shared parking, all as depicted on the Site

Plan, or any alterations of such Site Plan properly approved and permitted by the Town of Flower Mound.

2.2 Access. The Driveway, Parking Areas, and the street access points on the Parcels for entry into and exit from the Driveway may not be blocked, closed, altered, changed or removed except as necessary for the preservation of public safety or repairs to such areas, in which case the Owner of the property affected agrees to complete such repairs as quickly as practical, to limit access only to the extent reasonably necessary to complete such repairs, and to provide for alternate access to the extent reasonably practical. In no event shall the businesses or facilities operated on the Parcels be conducted in such a manner as to cause motor vehicles to stop or stand on the other Parcel or the Driveway, or otherwise interfere with the normal pattern and flow of vehicular traffic on and across the Parcels and the Driveway.

3. Construction and Maintenance. The Driveway and Parking Areas on Parcel B shall be constructed and completed by the Owner of Parcel B at the same time as such Owner develops Parcel B. Each Owner covenants, after construction of the Driveway and Parking Areas by the Owner of Parcel B, and during the term hereof, to maintain or cause to be maintained at its expense the portion of the Driveway and Parking Areas located on its Parcel in good order, condition and repair. Maintenance of the Driveway and Parking Areas shall include, without limitation, maintaining and repairing the paved surface and performing any and all such other duties as reasonably necessary to maintain the Driveway and Parking Areas, including maintaining marking, directional signs, lines and striping in good condition. All maintenance work shall be conducted in such a manner and at such time as to minimally interfere with access to and from the Parcels. An Owner must provide reasonable advance written notice to the other Owner of any maintenance work to be performed by or on behalf of such Owner that will require temporary blockage of access to, from, or along the Driveway and Parking Areas, except for emergency repairs the need for which cannot reasonably be anticipated in advance.

4. Insurance. Both the Parcel A Owner and Parcel B Owner agree to maintain, or require its tenants to maintain, at all times a policy providing comprehensive property casualty and liability insurance protection with limits in an amount not less than one million Dollars ($1,000,000.00) per occurrence, issued by an insurer licensed in the State of Texas covering the Driveway and the Parking Areas located on its Parcel.

5. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of Parcel A or Parcel B. No easements shall be implied by this Agreement except those expressly created herein.

6. Restrictions on Use. The Owner of each Parcel agrees that the cross-parking rights granted herein are for occasional overflow parking only when the parking on the Owner's Parcel is at or near capacity, and each Owner agrees to use

reasonable efforts to minimize cross-parking on the other Parcel so as not to unreasonably burden the other Parcel when parking is available on the Owner's Parcel.

7. Remedies and Enforcement. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms or covenants hereof, the other Owner or its Permittees shall be entitled all legal and equitable remedies available under law for such breach.

8. Term. The easements and covenants contained in this Agreement shall be effective from the date of signature and shall terminate at the later of (1) twenty-five years, or (2) upon the cessation of operations of the Restaurant for a period of 180 days or more, provided, however, that if the cessation of operations of the Restaurant was due to an Act of God or other casualty, or otherwise due to construction and the Parcel B Owner or its Permittees are exercising reasonable diligence to recommence operations of the Restaurant, the term shall be extended during such period.

9. Miscellaneous.

9.1 Attorney's Fees. In the event any party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

9.2 Amendment. The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of Parcel A and Parcel B.

9.3 Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

9.4 Severability. Each provision of this Agreement and the application thereof to Parcel A and Parcel B are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of both Parcels by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.

9.5 Time of Essence. Time is of the essence of this Agreement.

9.6 Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party and Walgreen may change from time to time their respective address for notice hereunder by like notice to the other party and Walgreen. Notice given by any Owner hereunder to be effective shall also simultaneously be delivered to Walgreen (during the continuance of the Walgreen Lease). The notice addresses of the Parcel A Owner and the Parcel B Owner are as follows:

Parcel A Owner: The Town of Flower Mound, Texas
Attn: Town Manager's Office
2121 Cross Timbers Road
Flower Mound, Texas 75028

Parcel B Owner: Chris Gordon, Manager
OTD FM, LLC d/b/a Old Town Development
2241 Veranda Avenue
Trophy Club, Texas 76262

9.7 Governing Law. The substantive laws of the State of Texas, exclusive of its choice-of-law rules, shall govern the interpretation, validity, performance, and enforcement of this Agreement.

9.8 Governmental Regulation. Nothing contained herein shall be construed as affecting or limiting the authority of the Town of Flower Mound to exercise its regulatory or police authority to enforce its laws, ordinances, and regulations, or creating any liability on the part of the City for exercise of such regulatory or police authority.

9.9 No Waiver of Governmental Immunity. Nothing contained herein shall be construed as waiving the Town of Flower Mound's governmental immunity or any other protection afforded to it due to its governmental status by applicable law, including any limitations on the award of damages against it.

9.10 No Third Party Beneficiaries. There are no intended third-party beneficiaries of this Agreement except the Permittees named or identified in this Agreement, and nothing contained herein shall be construed as creating any other third-party beneficiaries.

9.11 Entire Agreement. This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

9.12 Application of Texas Laws and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in Denton County, Texas.

9.13 Captions and Headings. The captions and headings of the Sections of this Agreement are for convenience and reference only and shall not affect, modify or amplify the provisions of this Agreement nor shall they be employed to interpret or aid in the construction of this Agreement.

END OF AGREEMENT – SIGNATURES TO FOLLOW

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

THE TOWN OF FLOWER MOUND SEAL TEXAS

TOWN OF FLOWER MOUND, TEXAS
Parcel A Owner

Jimmy Stathatos, Town Manager

ACKNOWLEDGEMENT

This instrument was acknowledged before me on the 15th day of September, 2015, by Jimmy Stathatos, Town Manager, of the Town of Flower Mound, Texas, a Texas home rule municipality, on behalf of said Town.

INGRID M. REX
Notary Public, State of Texas
My Commission Expires
May 22, 2017

Ingrid M. Rex
Notary Public for the State of Texas

Signed this 9th day of September, 2015.

OTD FM, LLC
D/B/A OLD TOWN DEVELOPMENT
Parcel B Owner

By: _____
Chris Gordon
Member and Manager

ACKNOWLEDGEMENT

This instrument was acknowledged before me on the 9 day of September, 2015, by Chris Gordon, a Member and Manager of OTD FM, LLC, d/b/a Old Town Development, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public for the State of Texas

BRANDON D. WILLIAMS
Notary Public
STATE OF TEXAS
My Comm. Exp. 11-07-17

Exhibit "A" - Legal Description of Parcel A.
Exhibit "B" - Legal Description of Parcel B.
Exhibit "C" - Site Plan.

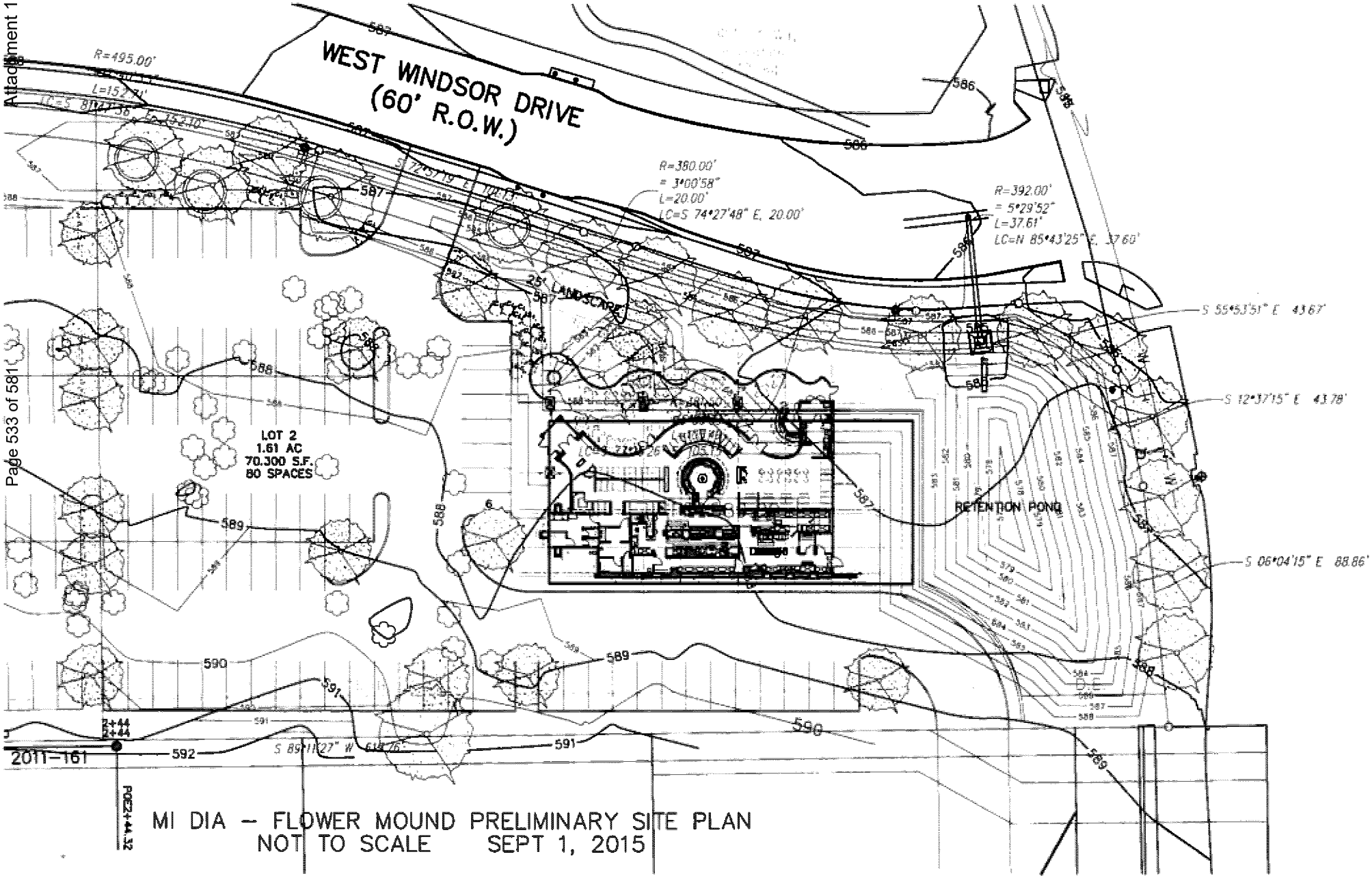
EXHIBIT "A"
Legal Description of Parcel A

A 2.878 acre tract located at 2701 West Windsor Drive, Flower Mound, Texas 75028 and being all of that Lot 1R1, Block A of the West Windsor Addition, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat recorded as Document Number 2013-313 of the Plat Records of Denton County, Texas.

EXHIBIT "B"
Legal Description of Parcel B

A 1.613 acre tract located at 2601 West Windsor Drive, Flower Mound, Texas 75028 and being all of that Lot 1R2, Block A of the West Windsor Addition, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat recorded as Document Number 2013-313 of the Plat Records of Denton County, Texas.

EXHBIT "C"
Site Plan



MI DIA – FLOWER MOUND PRELIMINARY SITE PLAN
NOT TO SCALE SEPT 1, 2015

Denton County
Juli Luke
County Clerk
Denton, TX 76202

70 2015 00127349

Instrument Number: 2015-127349

As

Recorded On: November 03, 2015 **Agreement**

Re-Filed

Parties: TOWN OF FLOWER MOUND **Billable Pages: 17**

To **Number of Pages: 17**

Comment: Old Town Development/Parking – RE-Filed

(Parties listed above are for Clerks reference only)

**** THIS IS NOT A BILL ****

Agreement	90.00
Total Recording:	**90.00**

************** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT **************

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2015-127349
Receipt Number: 1355826
Recorded Date/Time: November 03, 2015 08:44:37A

User / Station: J Baker - Cash Station 4

Record and Return To:

TOWN OF FLOWER MOUND
2121 CROSS TIMBERS RD
FLOWER MOUND TX 75028

THE STATE OF TEXAS }
COUNTY OF DENTON }

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed heron, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke

County Clerk
Denton County, Texas

Attachment 1

Denton County
Juli Luke
County Clerk
Denton, TX 76202

Instrument Number: 2015-107592

As

Recorded On: September 16, 2015 **Agreement**

Parties: TOWN OF FLOWER MOUND **Billable Pages: 15**

To **Number of Pages: 15**

Comment: Old Town Development/Parking

(Parties listed above are for Clerks reference only)

**** THIS IS NOT A BILL ****

Agreement	82.00
Total Recording:	82.00

This Parking Agreement is requested to be refiled with the Denton County Clerks Office due to the addition of cross access parking added on Flower Mound Senior Center site plan for the parking lot for verification of access from the Old Town Development site.

-Alma Quezada 10/3

************** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT **************

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2015-107592
Receipt Number: 1338733
Recorded Date/Time: September 16, 2015 07:57:59A

User / Station: T Duvall - Cash Station 2

Record and Return To:

TOWN OF FLOWER MOUND
2121 CROSS TIMBERS RD
FLOWER MOUND TX 75028

THE STATE OF TEXAS }
COUNTY OF DENTON }

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed heron, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke

County Clerk
Denton County, Texas

After Recording please mail to:
Town of Flower Mound
Town Secretary's Office
2121 Cross Timbers Road
Flower Mound, Texas 75028

RECIPROCAL ACCESS AND PARKING AGREEMENT

This Reciprocal Access And Parking Agreement (the "Agreement") is made and entered into this 15 day of September, 2015, by and between the Town of Flower Mound, a political subdivision of the State of Texas, (the "Parcel A Owner"), and OTD FM, LLC d/b/a Old Town Development, a Texas Limited Liability Company (the "Parcel B Owner").

RECITALS

A. The Parcel A Owner is the owner of certain real property situated in the Town of Flower Mound, Denton County, Texas, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Parcel A").

B. The Parcel B Owner is the owner of that certain real property situated in the Town of Flower Mound, Denton County, Texas, more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference ("Parcel B"), which Parcel B is located adjacent to Parcel A.

C. The Parcel B Owner intends to develop Parcel B for use as a Mi Dia restaurant (hereinafter defined).

D. Parcel A is developed as a municipal senior citizen center.

E. The parties hereto desire to provide for cross-access and shared parking on the Parcels, and to establish certain covenants with respect to said Parcels, for the mutual and reciprocal benefit and complement of Parcel A and Parcel B and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Parcel A Owner and the Parcel B Owner hereby covenant and agree that during the term of this Agreement the Parcels and all present and future owners and occupants of the Parcels shall be and hereby are subject to the terms and covenants hereinafter set forth in this Agreement, so that said Parcels shall be maintained, kept, sold and used in full compliance with and subject to this Agreement and, in connection therewith, the parties hereto on behalf of themselves and their respective successors and assigns covenant and agree as follows:

1. Definitions. For purposes hereof:

1.1 The term "Owner" or "Owners" means the Parcel A Owner (as to Parcel A) and the Parcel B Owner (as to Parcel B) and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment,

inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property or any tenants or other owners of non-fee estates.

1.2 The term "Parcel A" means that certain real property situated in the Town of Flower Mound, Denton County, Texas, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

1.3 The term "Parcel B" means that certain real property situated in the Town of Flower Mound, Denton County, Texas, more particularly described on Exhibit "B" attached hereto and incorporated herein by reference.

1.4 The term "Parcel" or "Parcels" means Parcel A and Parcel B, and, and any future subdivisions thereof.

1.5 The term "Permittees" means the Parcel A Owner, the Parcel B Owner, and the tenant under the Restaurant Lease, and their respective employees, agents, contractors, customers, invitees and licensees.

1.6 The term "Restaurant" means a "Mi Dia" an upscale, full-service Mexican restaurant with wait staff, consisting of approximately 7,280 square feet of total dining space, 5,065 square feet of air conditioned building space, and 2,215 of outdoor dining patio area, together with associated sidewalks, landscaping, lighting, utilities, signage and parking improvements, or its "Approved Replacement" as definited in the Economic Development Agreement Between the Town of Flower Mound and Old Town Development, LLC .

1.7 The term "Restaurant Lease" shall mean that Lease of Parcel B from the Parcel B Owner as landlord to Mi dia or other approved restaurant as tenant, and any amendments, extensions or replacements thereof.

1.8 The term "Site Plan" shall mean that site plan of the Parcels attached hereto as Exhibit "C" and by reference made a part hereof. Except as may be otherwise provided in this Agreement, the Site Plan is for identification purposes only.

2. Easements.

2.1 Grant of Easement. Subject to any express conditions, limitations or reservations contained herein, the Owners hereby grant, establish, covenant and agree that the Parcels, and the Owners and Permittees of the Parcels, shall be benefited and burdened by a nonexclusive reciprocal easement for reasonable access, ingress, egress over the paved driveway areas as presently or hereafter constructed on Parcel A and Parcel B (the "Driveway"), so as to provide for the passage of motor vehicles to and from the Parcels, and a nonexclusive reciprocal easement for shared parking over the paved parking areas as presently or hereafter constructed on Parcel A and Parcel B (the "Parking Areas"), so as to provide for common, shared parking, all as depicted on the Site

Plan, or any alterations of such Site Plan properly approved and permitted by the Town of Flower Mound.

2.2 Access. The Driveway, Parking Areas, and the street access points on the Parcels for entry into and exit from the Driveway may not be blocked, closed, altered, changed or removed except as necessary for the preservation of public safety or repairs to such areas, in which case the Owner of the property affected agrees to complete such repairs as quickly as practical, to limit access only to the extent reasonably necessary to complete such repairs, and to provide for alternate access to the extent reasonably practical. In no event shall the businesses or facilities operated on the Parcels be conducted in such a manner as to cause motor vehicles to stop or stand on the other Parcel or the Driveway, or otherwise interfere with the normal pattern and flow of vehicular traffic on and across the Parcels and the Driveway.

3. Construction and Maintenance. The Driveway and Parking Areas on Parcel B shall be constructed and completed by the Owner of Parcel B at the same time as such Owner develops Parcel B. Each Owner covenants, after construction of the Driveway and Parking Areas by the Owner of Parcel B, and during the term hereof, to maintain or cause to be maintained at its expense the portion of the Driveway and Parking Areas located on its Parcel in good order, condition and repair. Maintenance of the Driveway and Parking Areas shall include, without limitation, maintaining and repairing the paved surface and performing any and all such other duties as reasonably necessary to maintain the Driveway and Parking Areas, including maintaining marking, directional signs, lines and striping in good condition. All maintenance work shall be conducted in such a manner and at such time as to minimally interfere with access to and from the Parcels. An Owner must provide reasonable advance written notice to the other Owner of any maintenance work to be performed by or on behalf of such Owner that will require temporary blockage of access to, from, or along the Driveway and Parking Areas, except for emergency repairs the need for which cannot reasonably be anticipated in advance.

4. Insurance. Both the Parcel A Owner and Parcel B Owner agree to maintain, or require its tenants to maintain, at all times a policy providing comprehensive property casualty and liability insurance protection with limits in an amount not less than one million Dollars ($1,000,000.00) per occurrence, issued by an insurer licensed in the State of Texas covering the Driveway and the Parking Areas located on its Parcel.

5. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of Parcel A or Parcel B. No easements shall be implied by this Agreement except those expressly created herein.

6. Restrictions on Use. The Owner of each Parcel agrees that the cross-parking rights granted herein are for occasional overflow parking only when the parking on the Owner's Parcel is at or near capacity, and each Owner agrees to use

reasonable efforts to minimize cross-parking on the other Parcel so as not to unreasonably burden the other Parcel when parking is available on the Owner's Parcel.

7. Remedies and Enforcement. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms or covenants hereof, the other Owner or its Permittees shall be entitled all legal and equitable remedies available under law for such breach.

8. Term. The easements and covenants contained in this Agreement shall be effective from the date of signature and shall terminate at the later of (1) twenty-five years, or (2) upon the cessation of operations of the Restaurant for a period of 180 days or more, provided, however, that if the cessation of operations of the Restaurant was due to an Act of God or other casualty, or otherwise due to construction and the Parcel B Owner or its Permittees are exercising reasonable diligence to recommence operations of the Restaurant, the term shall be extended during such period.

9. Miscellaneous.

9.1 Attorney's Fees. In the event any party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

9.2 Amendment. The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of Parcel A and Parcel B.

9.3 Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

9.4 Severability. Each provision of this Agreement and the application thereof to Parcel A and Parcel B are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of both Parcels by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.

9.5 Time of Essence. Time is of the essence of this Agreement.

9.6 Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party and Walgreen may change from time to time their respective address for notice hereunder by like notice to the other party and Walgreen. Notice given by any Owner hereunder to be effective shall also simultaneously be delivered to Walgreen (during the continuance of the Walgreen Lease). The notice addresses of the Parcel A Owner and the Parcel B Owner are as follows:

Parcel A Owner: The Town of Flower Mound, Texas
Attn: Town Manager's Office
2121 Cross Timbers Road
Flower Mound, Texas 75028

Parcel B Owner: Chris Gordon, Manager
OTD FM, LLC d/b/a Old Town Development
2241 Veranda Avenue
Trophy Club, Texas 76262

9.7 Governing Law. The substantive laws of the State of Texas, exclusive of its choice-of-law rules, shall govern the interpretation, validity, performance, and enforcement of this Agreement.

9.8 Governmental Regulation. Nothing contained herein shall be construed as affecting or limiting the authority of the Town of Flower Mound to exercise its regulatory or police authority to enforce its laws, ordinances, and regulations, or creating any liability on the part of the City for exercise of such regulatory or police authority.

9.9 No Waiver of Governmental Immunity. Nothing contained herein shall be construed as waiving the Town of Flower Mound's governmental immunity or any other protection afforded to it due to its governmental status by applicable law, including any limitations on the award of damages against it.

9.10 No Third Party Beneficiaries. There are no intended third-party beneficiaries of this Agreement except the Permittees named or identified in this Agreement, and nothing contained herein shall be construed as creating any other third-party beneficiaries.

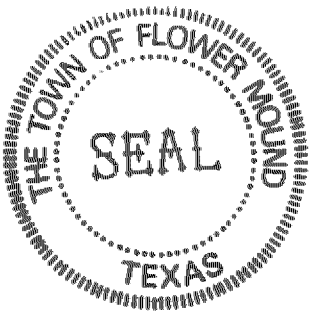
9.11 Entire Agreement. This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

9.12 Application of Texas Laws and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in Denton County, Texas.

9.13 Captions and Headings. The captions and headings of the Sections of this Agreement are for convenience and reference only and shall not affect, modify or amplify the provisions of this Agreement nor shall they be employed to interpret or aid in the construction of this Agreement.

END OF AGREEMENT – SIGNATURES TO FOLLOW

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.



TOWN OF FLOWER MOUND, TEXAS
Parcel A Owner

Jimmy Stathatos, Town Manager

ACKNOWLEDGEMENT

This instrument was acknowledged before me on the 15th day of September, 2015, by Jimmy Stathatos, Town Manager, of the Town of Flower Mound, Texas, a Texas home rule municipality, on behalf of said Town.

Ingrid M. Rex
Notary Public for the State of Texas

Signed this 9th day of September, 2015.

OTD FM, LLC
D/B/A OLD TOWN DEVELOPMENT
Parcel B Owner

By: _____
Chris Gordon
Member and Manager

ACKNOWLEDGEMENT

This instrument was acknowledged before me on the 9 day of September, 2015, by Chris Gordon, a Member and Manager of OTD FM, LLC, d/b/a Old Town Development, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public for the State of Texas

BRANDON D. WILLIAMS
Notary Public
STATE OF TEXAS
My Comm. Exp. 11-07-17

Exhibit "A" - Legal Description of Parcel A.
Exhibit "B" - Legal Description of Parcel B.
Exhibit "C" - Site Plan.

EXHIBIT "A"
Legal Description of Parcel A

A 2.878 acre tract located at 2701 West Windsor Drive, Flower Mound, Texas 75028 and being all of that Lot 1R1, Block A of the West Windsor Addition, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat recorded as Document Number 2013-313 of the Plat Records of Denton County, Texas.

THIS STAMP IS FOR SCANNING
PURPOSES ONLY.

THIS STAMP IS FOR SCANNING
PURPOSES ONLY.

EXHIBIT "B"

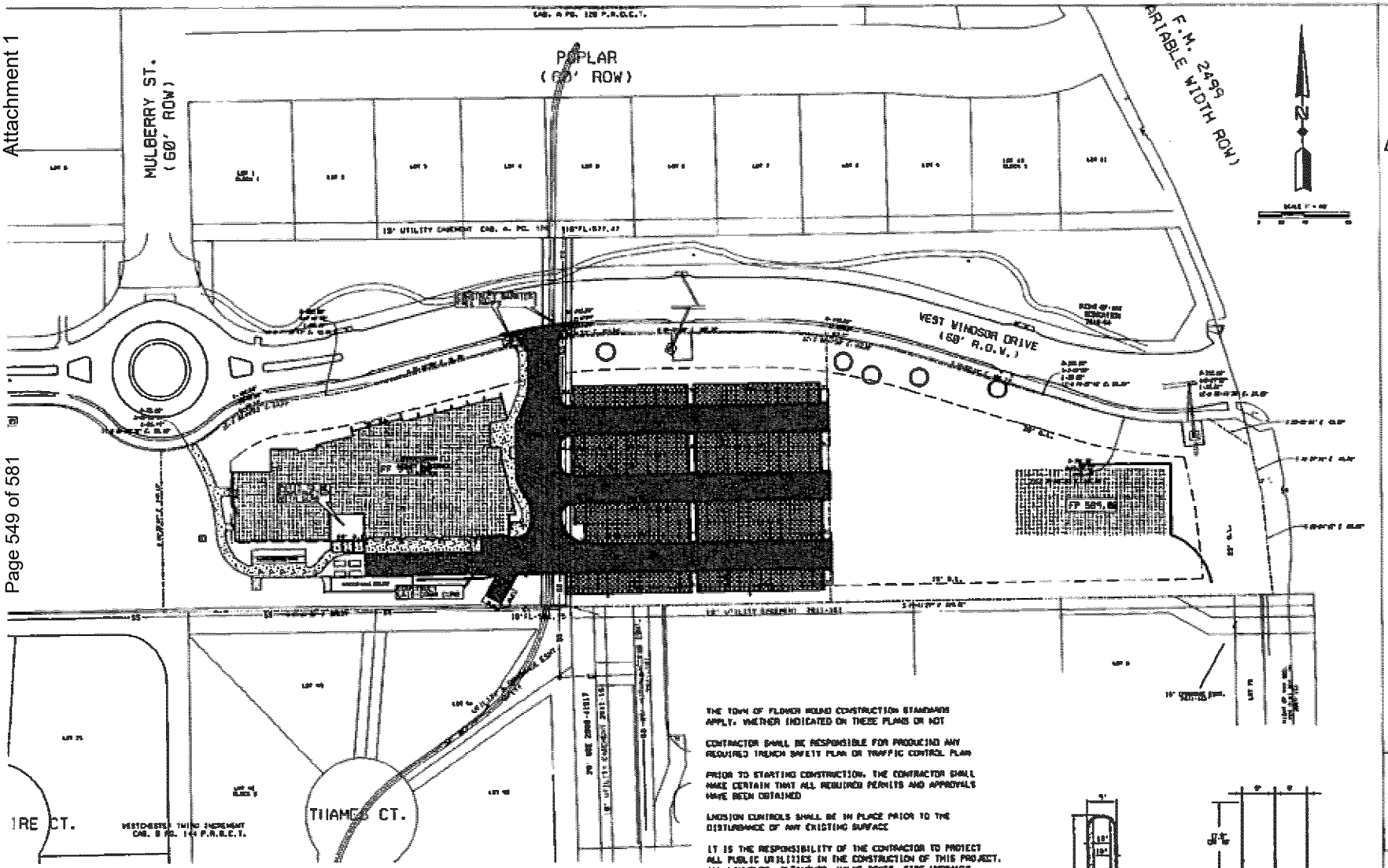
Legal Description of Parcel B

A 1.613 acre tract located at 2601 West Windsor Drive, Flower Mound, Texas 75028 and being all of that Lot 1R2, Block A of the West Windsor Addition, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat recorded as Document Number 2013-313 of the Plat Records of Denton County, Texas.

EXHIBIT "C"
Site Plan

THIS STAMP IS FOR SCANNING PURPOSES ONLY.

THIS STAMP IS FOR SCANNING PURPOSES ONLY.



THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY, WHETHER INDICATED ON THESE PLANS OR NOT

CONTRACTOR SHALL BE RESPONSIBLE FOR PRODUCING ANY REQUIRED TRENCH SAFETY PLAN OR TRAFFIC CONTROL PLAN

PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL MAKE CERTAIN THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED

EROSION CONTROLS SHALL BE IN PLACE PRIOR TO THE DISTURBANCE OF ANY EXISTING SURFACE

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL PUBLIC UTILITIES IN THE CONSTRUCTION OF THIS PROJECT. ALL MANHOLES, CLEANOUTS, VALVE BOXES, FIRE HYDRANTS, ETC. MUST BE ADJUSTED TO PROPER LINE AND GRADE BY THE CONTRACTOR PRIOR TO AND AFTER PLACING OF PERMANENT PAVING. UTILITIES MUST BE MAINTAINED TO PROPER LINE AND GRADE DURING CONSTRUCTION OF THIS PROJECT.

ALL UNDERGROUND UTILITIES AND SLEEVES (IRRIGATION AND LIGHTING) MUST BE INSTALLED BEFORE PAVING

ALL PAVEMENT REPAIR WORK REQUIRES FULL PANEL REPLACEMENT

THE SCREENING WALL AROUND THE TRASH ENCLOSURE REQUIRES A SEPARATE PERMIT FROM THE BUILDING DEPARTMENT

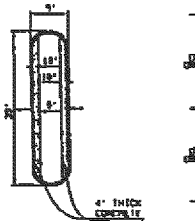
ALL RETAINING WALL/RETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING

Paving Legend

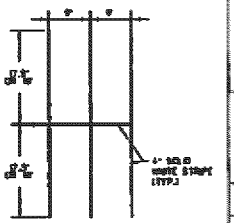
- 7" THICK CONCRETE PAVEMENT W/ #3 BARS @ 18" O.C.E.W. (DUMPSTER)
- 6" THICK CONCRETE PAVEMENT W/ #3 BARS @ 18" O.C.E.W. (DRIVES)
- 8" THICK CONCRETE PAVEMENT W/ #3 BARS @ 18" O.C.E.W. (PARKING)
- 4" THICK CONCRETE PAVEMENT W/ #3 BARS @ 18" O.C.E.W. (SIDEWALK)

Paving Notes:

1. ALL CONCRETE SHALL HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3,600 PSI.
2. CONCRETE SHOULD INCLUDE AIR ENTRAINMENT TO ENCOURAGE TEMPERATURE RESISTANCE.
3. ALL PAVEMENT SUBGRADE SHALL BE LIME STABILIZED AT A RATE OF 7 PERCENT (42 LBS/SY) AT A DEPTH OF 8 INCHES. SUBGRADE SHALL THEN BE COMPACTED TO A MINIMUM OF 95 PERCENT OF MOTH (ZERO AIR VOIDS) DENSITY AND BROUGHT TO BETWEEN 3 AND 8 PERCENT ABOVE THE OPTIMUM MOISTURE CONTENT.
4. STABILIZATION OF THE SUBGRADE SHALL EXTEND 4' LEAST ONE FOOT OUTSIDE THE PERIMETER OF THE PAVEMENT.
5. 8 INCHES OF FLEXIBLE BASE MATERIAL (ITEM 247, TYPE A, GRADE 1) CAN BE USED IN LIEU OF STABILIZATION OF SUBGRADE WITH LIME. RECYCLED CRUSHED CONCRETE MEETING THE REQUIREMENTS FOR CRUSHED ROCK MAY BE USED FOR FLEX BASE.
6. REFER TO GEOTECHNICAL REPORT BY KLEINFELDER DATED SEPTEMBER 19, 2013 FOR PAVEMENT AND SUBGRADE RECOMMENDATIONS.



TYPICAL PARKING ISLAND DETAIL
N.T.S.



TYPICAL PARKING STRIPING DETAIL
N.T.S.

HAMILTON DUFFY, PC

FLOWER MOUND SENIOR CENTER

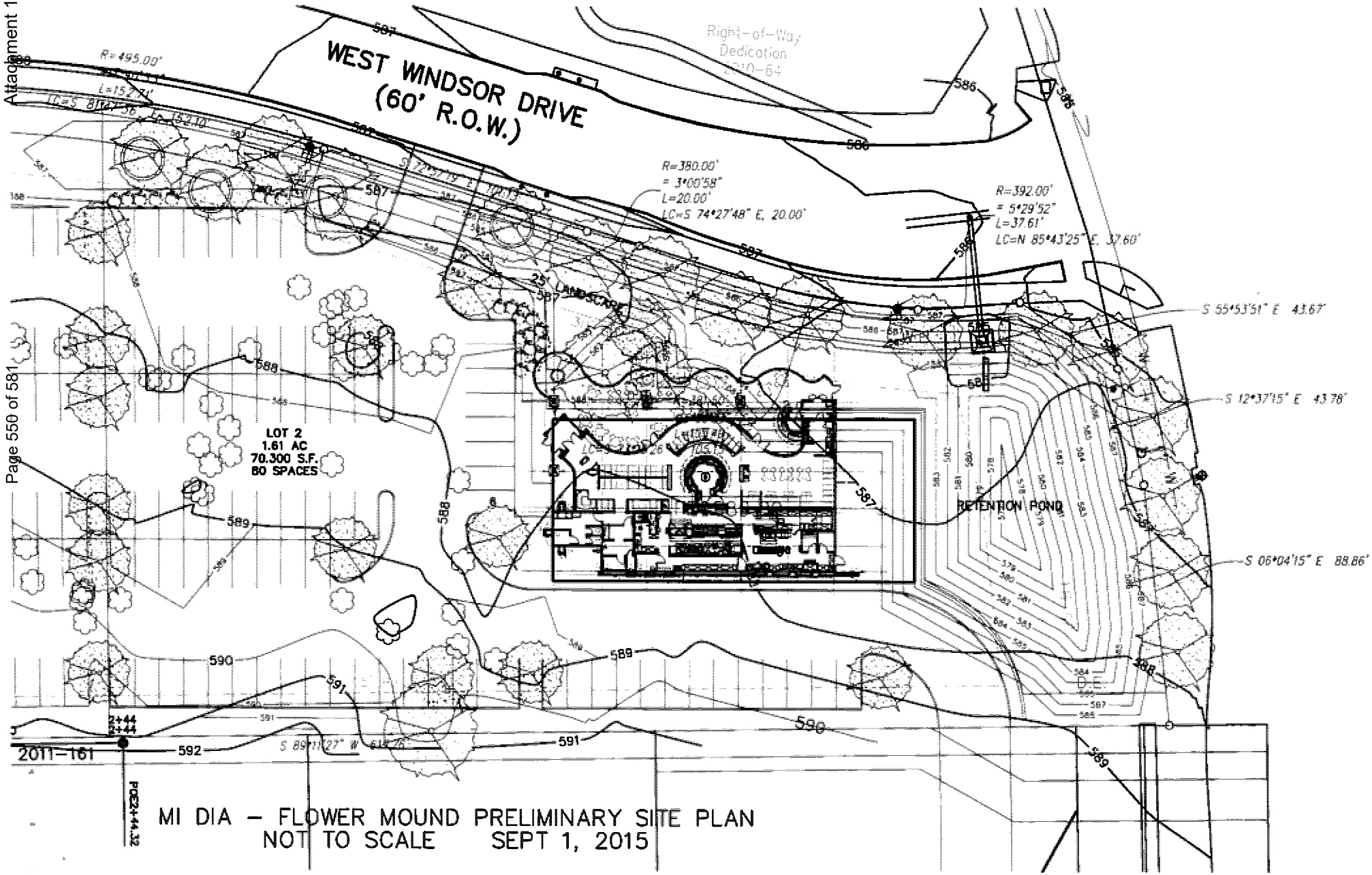
WEST WINDSOR DRIVE
FLOWER MOUND, TEXAS

TOWN OF FLOWER MOUND

2121 CROSS TIMBERS RD.
FLOWER MOUND, TEXAS 75028

PAVING PLAN

C4.1



MI DIA – FLOWER MOUND PRELIMINARY SITE PLAN
NOT TO SCALE SEPT 1, 2015

EXHIBIT "B"

PROPERTY PLAT

2601WEST WINDSOR DRIVE

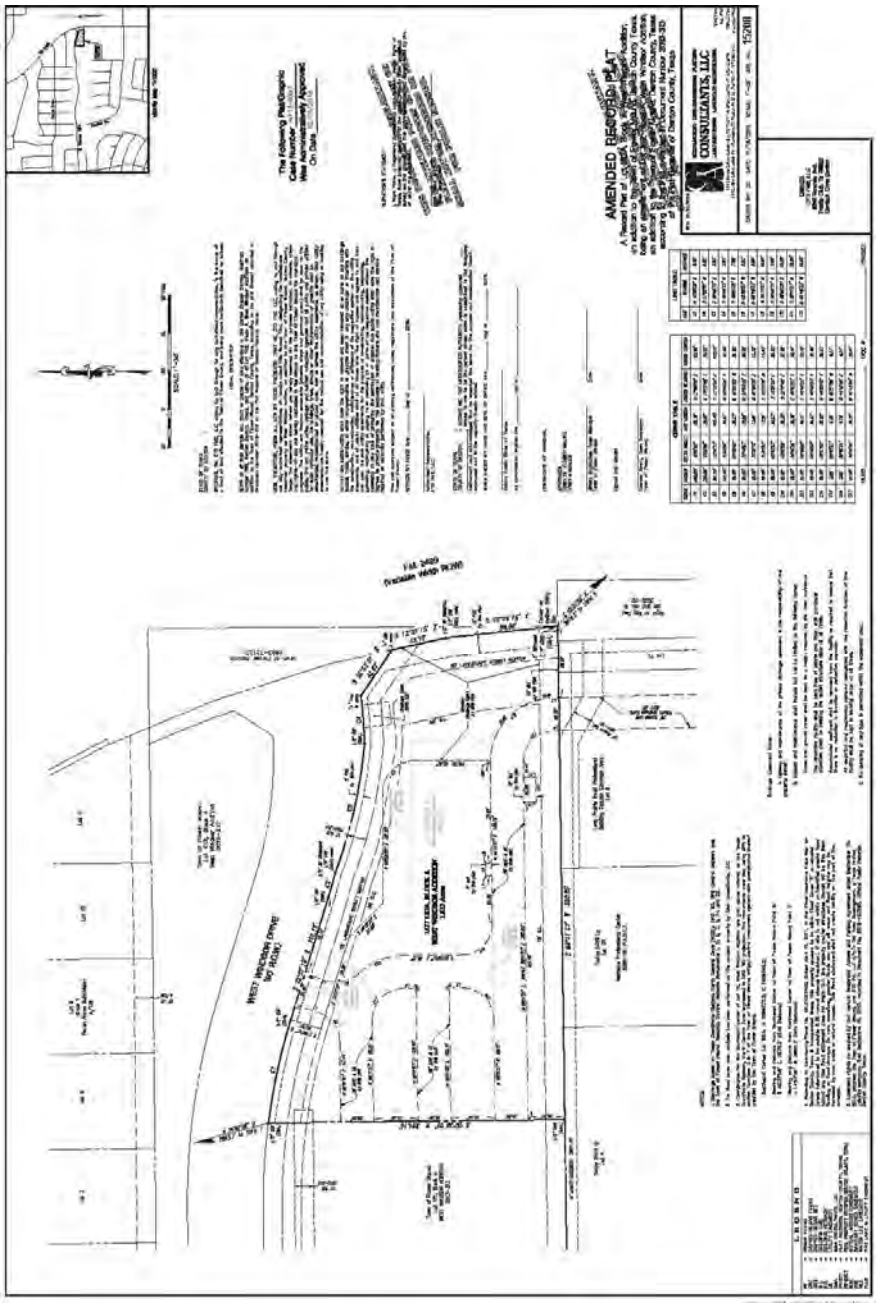


EXHIBIT "C"

PROMISSORY NOTE

The Promissory Note is included as Attachment #3 to Item #31 Old Town Development Agenda Item (11-4-19 Town Council Agenda) and will be included once signed by all parties.

NATCO: 14764-19-04626 - LS

RELEASE OF LIEN

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: October ___, 2019

Date: August 14, 2015

Original Amount: $140,000.00

Maker: OTD FM2, LLC d/b/a Old Town Development,
a Texas limited liability company

Payee: The Town of Flower Mound

Date of Maturity: AS PROVIDED IN NOTE OF EVEN DATE

Holder of Note: The Town of Flower Mound

Holder's Mailing Address: 2121 Cross Timbers Road
Flower Mound, Texas 75028
Attn: Town Manager

Note and Lien are Described in the following Documents, Recorded in:

Deed of Trust and Assignment of Rents, Leases, Profits, Income, and Contracts to Secure Payment and Performance recorded in Clerk's File No. 2015-136290, Official Public Records, Denton County, Texas.

As affected by Subordination Agreement dated as of November 20, 2017, recorded in Clerk's File No. 2017-144613, Official Public Records, Denton County, Texas.

Property (including any improvements) Subject to Lien:

Tract 1: (Fee Simple)
Lot 1R2A, Block A, WEST WINDSOR ADDITION, an addition in the Town of Flower Mound, Denton County, Texas, according to Amended Plat thereof recorded in Plat No. 2016-144, Plat Records, Denton County, Texas.

Tract 2: (Easement Estate)
Easement rights as created by that certain Reciprocal Access and Parking Agreement dated September 15, 2015, between the Town of

Flower Mound, and OTD FM, LLC d/b/a Old Town Development, a Texas limited liability company, filed September 16, 2015, recorded in Document No. 2015-107592, and also in Document No. 2015-127349, Official Public Records, Denton County, Texas.

Holder of the note acknowledges its payment and releases the property from the lien.

When the context requires, singular nouns and pronouns include the plural.

The Town of Flower Mound

_____
By:

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on the ___ day of October, 2019 by _____, _____ of The Town of Flower Mound.

_____

Notary Public State of _____

_____
Printed Name of Notary
My Commission Expires:_____

AFTER RECORDING RETURN TO:
North American Title Company
101 Countryside Court
Southlake, TX 76092

PREPARED IN THE LAW OFFICE OF:
Mark A. Womble, Attorney
101 Countryside Court
Southlake, TX 7609

PROMISSORY NOTE

$59,603.75

1. **Definitions**. As used in this Promissory Note, the following terms shall have the following meanings:

"**Borrower**" means Christopher Gordon, an individual residing at _____, and Justin Springfield, an individual residing at _____.

"**Business Day**" means a weekday, Monday through Friday, except a legal holiday or a day on which banking institutions in Dallas, Texas are authorized or required by law to be closed. Unless otherwise provided, the term "days" when used herein shall mean calendar days.

"**Effective Date**" means _____ ___, 2019.

"**Force Majeure**" means any cause, condition or event, which is beyond the control of the Restaurant owner, that could not reasonably be avoided through ordinary care, including, but not limited to, flood, fire, Acts of God, shortage of labor or materials, acts of terror, riot, war, and civil unrest.

"**Lender**" means the Town of Flower Mound, Texas.

"**Loan Rate**" means a fixed rate of simple interest equal to three percent (0.0%) per annum.

"**Maturity Date**" means August 15, 2027.

"**Maximum Rate**" means the maximum lawful rate of interest which may be contracted for, charged, taken, received or reserved by Lender in accordance with the applicable laws of the State of Texas (or applicable United States federal law to the extent that such law permits Lender to contract for, charge, take, receive or reserve a greater amount of interest than under Texas law).

"**Note**" means this Promissory Note and all modifications, increases, replacements, renewals and extensions of this Promissory Note.

"**Note Obligations**" means all amounts owed or which may become owed by Borrower to the Lender under the terms of this Note, including all extensions, renewals, modifications, increases and replacements of the Promissory Note, whether or not evidenced by a new promissory note or other instrument.

"**Principal Amount**" means $59,603.75

"**Property**" means the Property located at 2601 West Windsor Drive, Flower Mound, Texas 75028, together with, all and singular, improvements thereon and all rights and appurtenances pertaining thereto, which Property is more fully described as a 1.613 acre tract located at 2601 West Windsor Drive, Flower Mound, Texas 75028 and being all of that Lot 1R2, Block A of the West Windsor Addition, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat recorded as Document Number 2013-313 of the Plat Records of Denton County, Texas.

"**Restaurant**" means "Mi Dia," an upscale, full-service Mexican restaurant located and operating on the Property, with wait staff, consisting of approximately 7,280 square feet of total dining space, 5,065 square feet of air conditioned building space, and 2,215 of outdoor dining patio area, together with associated sidewalks, landscaping, lighting, utilities, signage and parking improvements.

"**Sales and Use Tax Receipts**" mean the Lender's municipal sales and use tax, currently at the rate of one percent (1.0%), pursuant to Chapter 321 of the Texas Tax Code, as amended, generated by the Restaurant on the Property; provided, should the Texas Legislature amend the applicable Tax Code provision to increase or decrease the amount of allowed municipal sales and use tax, then in the event of a decrease, Sales and Use Tax Receipts shall mean the actual amount of sales and use tax received by the Town, and in the event of an increase, the Sales and Use Tax Receipts shall mean one percent (1.0%). The Sales and Use Tax Receipts does not include any portion of any dedicated sales tax collected for any purpose or entity other than the one percent (1.0%) general municipal sales and use tax, and expressly excludes, among other taxes, any sales and use tax collected for the Town Crime Control and Prevention District, the Town Fire Control, Prevention & Emergency Medical Services District, the Town Community Development Corporation, or for street maintenance.

All terms used herein, whether or not defined in this Note, and whether used in singular or plural form, shall be deemed to refer to the object of such term whether such is singular or plural in nature, as the context may suggest or require.

2. **Promise to Pay**. For value received, Borrower unconditionally hereby promises to pay to the order of Lender, at its place of business located at Town Hall, 2121 Cross Timbers Road, Flower Mound, Texas 75028 or at such other place as the holder of this Note may hereafter designate, the Principal Amount or so much thereof as may be advanced, in lawful money of the United States of America for the payment of debts, together with interest on the unpaid principal balance from time to time owing hereon computed from the date hereof until repaid in full at a per annum rate equal to the Loan Rate in effect from day to day. Lender may charge a late fee of five percent (5%) of any installment on any such installment not paid within ten (10) days of the due date. Annual interest on matured, unpaid amounts will be the Maximum Amount.

3. **Payments**. This Note is payable as follows:

(a) Payable in annual installments of $11,920.75, beginning on August 22, 2022, and continuing each year thereafter, with the remaining balance due and payable on the Maturity Date.

(b) If any payment on this Note shall become due and payable on a day other than a Business Day, such payment shall be made on the next succeeding Business Day. Borrower agrees that all payments of any obligation due hereunder shall be final, and if any such payment is recovered in any bankruptcy, insolvency or similar proceedings instituted by or against Borrower, all obligations due hereunder shall be automatically reinstated in respect of the obligation as to which payment is so recovered.

(c) Notwithstanding the foregoing, Lender will credit or offset against the Note Obligations all Sales and Use Tax Receipts collected by the Town from sales and revenues from the Restaurant operation, as reported by the Restaurant to the State Comptroller, for a period beginning

on the Effective Date and continuing thereafter until August 15, 2022 ("**Credit Period**"), in an amount equal to the lesser of: (1) the total of the Note Obligations, or (2) the amount collected by the Town from the Sales and Use Tax Receipts collected. If the Credit Period ends during a reporting period, the amount of the credit for that period will be prorated accordingly.

4. **Prepayment**. Borrower may prepay this Note in part or in full without penalty at any time.

5. **Waiver**. Except as otherwise provided herein, Borrower hereby waives all notices of nonpayment, demands for payment, presentments for payment, notices of intention to accelerate maturity, notices of actual acceleration of maturity, grace, protests, notices of protest, and any other demands or notices of any kind as to this Note, diligence in collection hereof and in bringing suit hereon, and any notice of, or defense on account of, the extension of time of payments or change in the method of payments, and without further notice hereby consents to any and all renewals and extensions in the time of payment hereof either before or after maturity and the release of any party primarily or secondarily liable hereon.

6. **Events of Default and Remedies**. At the option of Lender, the entire unpaid principal balance and accrued interest owing hereon shall at once become due and payable upon (i) the failure of Borrower to pay (or cause to be paid) when due any installment of principal or interest of this Note in accordance with its terms, through acceleration, or otherwise, if such failure shall continue for more than thirty (30) days thereafter; or (ii) the Restaurant ceasing operations on the Property for more than 30 days, except in the event of Force Majeure (each being an "**Event of Default**"). Upon the occurrence of any Event of Default, then the Lender hereof may, at its option, (a) declare the entire unpaid balance of principal and accrued, unpaid interest upon this Note to be immediately due and payable, (b) reduce any claim to judgment, and/or (c) without additional notice of default or demand, pursue and enforce any of Lender's other rights and remedies provided under or pursuant to any applicable laws or agreement. All rights and remedies of Lender shall be cumulative and concurrent and may be pursued singularly, successively, or together, at the sole discretion of Lender, and may be exercised as often as the occasion therefor shall arise. Failure by Lender to exercise any right or remedy upon the occurrence of an Event of Default shall not constitute a waiver of the right to exercise such right or remedy upon the occurrence of any subsequent Event of Default. In the event that Lender, after the occurrence of an Event of Default hereunder, consults an attorney regarding the enforcement of any of its rights under this Note or if this Note is placed in the hands of an attorney for collection or if suit be brought to enforce this Note, Borrower promises to pay all costs thereof, including reasonable attorneys' fees and costs of court.

7. **Savings Clause; Ceiling Election**. It is expressly stipulated and agreed to be the intent of Borrower and Lender at all times to comply strictly with the applicable Texas law governing the maximum rate or amount of interest payable on the indebtedness evidenced by this Note (or applicable United States federal law to the extent that it permits Lender to contract for, charge, take, reserve or receive a greater amount of interest than under Texas law). If the applicable law is ever judicially interpreted so as to render usurious any amount contracted for, charged, taken, reserved or received pursuant to this Note or any other communication or writing by or between Borrower and Lender related to the transaction or transactions that are the subject matter of this Note, then it is Borrower's and Lender's express intent that all amounts charged in excess of the Maximum Rate shall be automatically canceled, ab initio, and all amounts in excess of the Maximum Rate theretofore collected by Lender shall be credited on the principal balance of this Note (or, if this Note has been or would thereby be paid in full, refunded to Borrower), and the provisions of this Note shall

immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new document, so as to comply with the applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder and thereunder; provided, however, if this Note has been paid in full before the end of the stated term of this Note, then Borrower and Lender agree that Lender shall, with reasonable promptness after Lender discovers or is advised by Borrower that interest was received in an amount in excess of the Maximum Rate, either refund such excess interest to Borrower and/or credit such excess interest against this Note then owing by Borrower to Lender. All sums contracted for, charged, taken, reserved or received by Lender for the use, forbearance or detention of any debt evidenced by this Note shall, to the extent permitted by applicable law, be amortized or spread, using the actuarial method, throughout the stated term of this Note (including any and all renewal and extension periods) until payment in full so that the rate or amount of interest on account of this Note does not exceed the Maximum Rate from time to time in effect and applicable to this Note for so long as debt is outstanding.

8. **GOVERNING LAW AND VENUE**. THIS NOTE IS BEING EXECUTED AND DELIVERED, AND IS INTENDED TO BE PERFORMED, IN DENTON COUNTY, TEXAS AND THE LAWS (EXCLUDING CHOICE OF LAW PROVISIONS) OF SUCH STATE SHALL GOVERN THE VALIDITY, CONSTRUCTION, ENFORCEMENT AND INTERPRETATION OF THIS NOTE, EXCEPT TO THE EXTENT FEDERAL LAWS OTHERWISE GOVERN THE VALIDITY, CONSTRUCTION, ENFORCEMENT AND INTERPRETATION OF ALL OR ANY PART OF THIS NOTE. ALL LEGAL ACTIONS RELATED TO THIS NOTE SHALL BE BROUGHT IN THE APPROPRIATE COURT OF LAW LOCATED IN DENTON COUNTY, TEXAS, TO THE EXCLUSION OF ALL OTHER VENUES.

9. **Miscellaneous**.

A. Any notice or demand required hereunder shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to Borrower or Lender, as the case may be, at the address set out hereinbelow, or at such other address as such party may hereafter deliver in accordance herewith. Any other method of delivery or demand shall be effective only when actually received by the recipient thereof. If and when included within the term "Borrower" or "Lender" there are more than one person, all shall jointly arrange among themselves for their joint execution and delivery of a notice to the other specifying some person at some specific address for the receipt of all notices, demands, payments or other documents. All persons included within the terms "Borrower" or "Lender," respectively, shall be bound by notices, demands, payments and documents given in accordance with the provisions of this paragraph to the same extent as if each had received such notice, demand, payment or document.

B. Time is of the essence for this Note.

C. This Note may not be changed or terminated orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, termination or discharge is sought.

D. This Note and all the covenants, promises and agreements contained herein shall be binding upon Borrower's successors, assigns, heirs and personal representatives and inure to the benefit of Lender's successors and assigns.

E. If any provision of this Note or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, then neither the remainder of this Note nor the application of such provision to other persons or circumstances nor the other instruments referred to herein shall be affected thereby, but rather shall be enforced to the greatest extent permitted by applicable law.

Effective as of the Effective Date.

BORROWER:

By: _____
Christopher Gordon

By: _____
Justin Springfield

ADDRESSES FOR NOTICES

LENDER:
Town of Flower Mound
Town Hall, 2121 Cross Timbers Road
Flower Mound, Texas 75028
Attn: Town Manager

BORROWER:

TOWN COUNCIL AGENDA ITEM NO. 32

REGULAR ITEM

DATE: November 4, 2019

FROM: Melody Eby, Economic Development Specialist

ITEM: **Public Hearing to consider approval of a resolution adopting an Economic Development Incentive Policy for the Town of Flower Mound, and providing for an effective date.**

BACKGROUND INFORMATION: The purpose of this item is to consider a resolution to adopt an Economic Development Incentive Policy to establish guidelines and criteria governing tax abatements and other incentive agreements. The document is used for consideration by staff and Council and is a general guidance policy in the evaluation of incentive requests.

Section 312 of the Texas Tax Code states that tax abatement policies are effective for two years from the date adopted. The Town's Incentive Policy expired on October 2, 2019; therefore, Town Council is in need of renewing the Policy for another two-year period in order to have the ability to provide tax abatements to prospective businesses. This is a recurring biennial request, with the next update approval to occur in 2021.

In an effort to better standardize and communicate the goals and objectives of the Policy, the following changes were made to the policy:

- Inclusion of the language "The purpose of this policy is to establish standards and guidelines that will govern the granting of financial initiatives to facilitate economic growth. The Town encourages the use of incentives only as necessary to fill financial gaps and limits them to reasonable and appropriate project expenses which have a public benefit" to Section I. General Purpose and Objections.
- Inclusion of the statement "as authorized by Chapter 312 of the Texas Tax Code." Under Section IV. Tax Abatement for Real and/or Personal Property.
- General re-wording (for clarity) of Sections III. Criteria, X. Annual Evaluation, and XI. Procedural Guidelines.

No financial aspects of the Policy have been changed.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Resolution
2. Economic Development Incentive Policy 2019

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

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ADOPTING AN ECONOMIC DEVELOPMENT INCENTIVE POLICY FOR THE TOWN OF FLOWER MOUND; MAKING FINDINGS RELATIVE THERETO; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound ("Town") is committed to the attraction of high quality development in all parts of the Town to expand and diversify the Town's tax base; and,

WHEREAS, success in economic development ensures the Town's long-term financial stability as well as the ability to provide quality services and infrastructure to provide for ongoing improvement in the quality of life for its residential and corporate citizens; and,

WHEREAS, the Town Council of the Town of Flower Mound has determined that a policy relative to economic development incentives will provide clarity and further, will delineate the parameters of the Town's economic development incentives; and,

WHEREAS, such a policy will act as a stimulus for economic development in the Town of Flower Mound.

NOW, THEREFORE, BE IT RESOLVED 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 findings of the Town of Flower Mound and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

SECTION 2

From and after the effective date of this Resolution, the attached Economic Development Incentive Policy is hereby adopted by the Town and made a part of this Resolution for all purposes.

SECTION 3

This Resolution shall take effect immediately from and after its date of passage, and it is so resolved; and all resolutions of the Town Council of the Town of Flower Mound in conflict herewith are hereby amended or repealed to the extent of such conflict.

PASSED, APPROVED AND ADOPTED THIS ____ DAY OF NOVEMBER, 2019.

RESOLUTION NO. PAGE NO. _____

Steve Dixon, Mayor

ATTEST:

Theresa Scott, Town Secretary

TOWN COUNCIL AGENDA ITEM NO. 33

REGULAR ITEM

DATE: November 4, 2019

FROM: Lexin Murphy, Director of Planning Services

ITEM: **Discuss and provide direction on Short-Term Rental Regulations (LDR19-0006 – Short-Term Rentals)(*The Planning and Zoning Commission tabled this item by a vote of 5 to 1 at its October 14, 2019, meeting.*)**

BACKGROUND INFORMATION: *This item was tabled at the October 14, 2019, Planning and Zoning Commission (P&Z) meeting (video link). During that meeting, P&Z members requested guidance from Council on the scope of the ordinance, as well as additional information from various Town departments about current usage of properties as short-term rentals.*

The purpose of this item is to receive direction from the Town Council on what changes, if any, they want to make to the proposed ordinance before the item is reconsidered by P&Z.

Attached is the Planning and Zoning Commission (P&Z) staff report and backup for this item. During Commissioner deliberation, there was discussion on the following items:

- Whether limiting short-term rentals to host-occupied residences would address neighborhood concerns relating to absentee landlords not enforcing general standards of neighborhood decorum.
- Whether specific enforcement criteria could be included with this ordinance to provide the Town's enforcement personnel with more tools and/or leverage to require compliance.
- How the ordinance could address concerns relating to sexual predators potential usage of short-term rental properties.
- Whether the Town could define the use of short-term rentals through this ordinance, but ban them entirely, pending further direction from the state legislature or courts to the contrary.
- Whether the Town could face additional risk of having our ordinance and/or directives invalidated if we ban short-term rentals now, and the state legislature or courts later make a determination that an outright ban is illegal.

The staff presentation during this item will cover the following topics:

1. Why the Town needs to address short-term rentals in its ordinance
2. How the proposed ordinance would regulate the industry
3. What enforcement actions the Town is currently taking, and how the proposed ordinance would be enforced
4. P&Z concerns along with options to move forward based on Council feedback and direction

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report

LEGAL REVIEW: N/A

DRAFT MOTION: N/A

PLANNING AND ZONING COMMISSION

AGENDA ITEM NO: 6

REGULAR ITEM

DATE: October 14, 2019

FROM: Lexin Murphy, Director of Planning Services

ITEM: **Public Hearing to consider an ordinance amending the Land Development Regulations (LDR19-0006 – Short-Term Rentals) by amending Chapter 98 entitled "Zoning," of the Town's Code of Ordinances to create a definition and define the standards and review process for Short-Term Rentals, and consider adopting an ordinance for said amendment.**

I. ITEM SUMMARY

This Town-initiated item proposes to amend the Town's Land Development Regulations to provide an updated definition and standards for short-term rentals.

This item will require final action by the Town Council, which is scheduled for November 4, 2019.

II. APPLICATION ANALYSIS

The topic of short-term rentals has generated a great deal of discussion over the past year in Flower Mound. On January 7, 2019, Town Council requested a legal opinion from TOASE regarding the regulation of short-term rentals, which was provided on January 25, 2019. There were also three bills introduced during the 2019 legislative session that would have impacted the ability of municipalities to regulate short-term rentals. However, none of these were passed. Based on Council direction, staff gathered information from our survey cities, as well as other cities in Texas, on their definitions and standards relating to short-term rentals, so as to identify a path forward for regulation purposes

On September 9, 2019, staff presented suggested language to the Planning and Zoning Commission to create a definition and associated standards to regulate short-term rentals during a work session (video link). As part of this presentation, staff also presented the option to incorporate the new automatic renewal process for Specific Use Permits (SUPs), which was still under consideration by Town Council at the time, into the review process for short-term rentals as well. Council approved the ordinance granting the expiration or automatic renewal of SUPs on October 7, 2019, so this is now a viable option for inclusion within the proposed short-term rental regulation.

During the work session, the Planning and Zoning Commission requested additional information on the number of short-term rentals that were currently operating in the Town, as well as the number of complaints that have been registered in relation to short-term rentals. That information was forwarded to the Commission under separate cover.

The proposed ordinance maintains the elements of the initial proposal, while also clarifying the application process and submittal requirements, as well as the necessary inspections to verify life safety compliance through the Fire Marshal's Office.

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

B. Application Details
1. Draft Redline Ordinance

Benchmark City Comparison – Short-Term Rentals

	Located in Residential Zoning Districts	*Occupancy / Length Restrictions*	*Requires Life Safety Inspection*	*1 year SUP or Permit Required*	*Additional Requirements*
Flower Mound	No	No	No	No	No
Allen	No	No	No	No	No
Carrollton	No	No	No	No	No
Colleyville	No	No	No	No	No
Coppell	Yes, and historic zoning districts	Yes, No more than 2 adults per bedroom plus no more than 2 additional adults; Maximum of 10 people; Bedrooms under 120 sq.ft., 1 adult. Less than 30 consecutive days.	Yes, must meet minimum property standards	Yes, registration permit valid for 1 year	Yes (Ordinance No.2018-1492)
Denton	No	No	No	No	No
Frisco	No	No	No	No	No
Grapevine	No	No	No	No	Yes, Prohibits all *STRs (Article VI. – Single Family Dwelling Transient Rentals)
Highland Village	No	No	No	No	No
Keller	No	No	No	No	No
Lewisville	No	No	No	No	No
McKinney	No	No	No	No	No
North Richland Hills	No	No	No	No	No
Richardson	No	No	No	No	No
Southlake	No	No	No	No	Yes, Prohibits all STRs (Article VI. Short-Term Rental)

*STR = Short-Term Rental

Other City Comparison – Short-Term Rentals

	Located in Residential Zoning Districts	*Occupancy / Length Restrictions*	*Requires Life Safety Inspection*	*1 year SUP or Permit Required*	*Additional Requirements*
Addison	Yes	Yes, No more than 2 adults per bedroom plus no more than 2 additional adults; Maximum of 10 people; Less than 30 consecutive days.	Yes, must comply with current adopted version of the International Property Maintenance Code	Yes, registration permit valid for 1 year	Yes (Article VIII. – Short-Term Rental)
Arlington	Yes, In addition to specific zones around AT&T Stadium where they are allowed.	Yes, No more than 2 adults per bedroom plus no more than 2 additional adults; Maximum of 12 people; Less than 30 consecutive days.	Yes, for new and renewed permits	Yes, STR permit valid for 1 year and 1 month	Yes (Ordinance 19-022:Short-Term Rental)
Austin	Yes, and multifamily	Yes, No more than 10 adults, or 6 unrelated adults; Less than 30 consecutive days.	Yes, but only for multifamily	Yes a license valid for 1 year	Yes (Ordinance No. 20160223-A.1)
New Braunfels	No, STRs are prohibited in residential districts	Yes, maximum of 2 adults per bedroom plus 4 additional adults per residence; Not more than 30 consecutive days.	Yes, comply with adopted International Residential Code	Yes, a permit valid for 1 year	Yes (Section 144-5.17.-Short Term Rental or Occupancy)
Waco	Yes	Yes, maximum of 2 adults per bedroom plus 2 additional adults per unit; Less than 30 consecutive days.	Yes	Yes, a license valid for 1 year	Yes (Article XIII. – Bed and Breakfast Facilities and Short Term Rental Facilities)

*STR = Short-Term Rental

Short-term Rental (SUP) Drafted Ordinance

Amend Chapter 98 – Zoning, Sec. 98-2. – *Definitions.*

Short-term rental means the rental for compensation of a detached single-family dwelling, also known as a tourist home or tourist house, for the purpose of overnight lodging for a period of not less than one night and not more than thirty (30) days. This is not applicable to hotels, motels, extended stay hotels/motels, or multi-family dwellings.

Add to Chapter 98 – Zoning, Sec. 98-1005. – *Short-Term Rental.*

(a) Short-term rentals shall be permitted as an accessory use, subject to the following conditions, including approval of a Specific Use Permit (SUP) by Town Council:
  (1) *Minimum and maximum stay.* It shall be unlawful for an owner to rent or lease a short-term rental for a period of less than 24 hours or more than thirty (30) days.
  (2) *Occupancy.* The maximum number of persons allowed to stay in a short-term rental is two (2) adults per bedroom, plus two (2) additional adults, while not exceeding a total of twelve (12) persons.
  (3) *Parking restrictions.* Parking shall be restricted to the maximum number of cars that can be accommodated within the garage and driveway of the subject property.
  (4) *Life Safety.*
    a. The residence shall be equipped with:
      i. Working smoke detectors, with at least one on each floor level (if applicable) and one in each bedroom, as well as at least one working carbon monoxide detector.
      ii. A 2A:10B:C type fire extinguisher (a standard five-pound extinguisher) shall be properly mounted within seventy-five (75) feet of all portions of the structure on each floor.
    b. All gas appliances shall be properly ventilated outside the home.
    c. Emergency escape openings shall comply with the Town's currently adopted International Residential Code (IRC), with at least one emergency escape opening for each bedroom opening directly to the outdoors.
    d. An evacuation plan shall be posted in each bedroom.
    e. Any bedroom that does not comply with subsection (a)(4) *Life safety*, of this section shall not be used as a bedroom, and where equipped with a door, shall remain locked at all times when the dwelling is being used as a short-term rental. Such a non-compliant bedroom shall not be included in the maximum occupancy calculation for the short-term rental, nor be advertised as a bedroom.
  (5) *Conduct on premises.* The short-term rental owner or occupant shall comply with all requirements of the Town's Code. In addition, the following shall be unlawful:
    a. Use of amplified sound, excessive noise or other disturbances outside the short-term rental between the hours of 10:00 p.m. and 7:00 a.m. (referenced in Section 34-181) including, but not limited to, decks, portals, porches, balconies, patios, hot tubs, pools, saunas or spas;
    b. Sleeping Outdoors;
    c. Placing, or allowing to be placed, waste or recycling receptacles at the designated pickup location prior to 8:00 a.m. on the day before pickup or failing to remove waste and recycling receptacles by 8:00 a.m. on the day following the designated pickup day (referenced in Section 34-81 – 82).

d. Advertising or promoting a special event, or allowing the advertising or promotion of a special event (e.g. banquet, wedding, reception, reunion, bachelor, bachelorette party, concert, or similar activity that would assemble large numbers of invitees) to be held on the premises.

(6) *Signage.* Signage for short-term rentals shall not be permitted.

(7) *Advertising.* The owner of a short-term rental premises shall not advertise or promote, or allow another to advertise or promote the premises:
   a. Without a valid, active specific use permit.
   b. Without including the occupancy limits and parking standards for the listing.

(8) *Local Contact.* An owner must designate the name and contact information of a local responsible party who can be contacted regarding immediate concerns and complaints from the public. Said individual must be available to be reached in person or by phone at all times while occupants are on the premises of a short-term rental. If called, a local responsible party must be able to, and shall be present at the premises within one (1) hour of receiving a call from the Director of Planning Services. A local responsible party must be authorized to make decisions regarding the premises and its occupants. A local responsible party may be required to, and shall not refuse to, accept service of citation for any violations on the premises. Acceptance of service shall not act to release owner of any liability under this chapter.

(9) *Insurance.* It shall be unlawful for the owner of a premises operating as a short-term rental to operate without host protection or other liability insurance commensurate with the operations of the short-term rental. Proof of insurance shall be required at the time of application and notice of cancelation of insurance must be made to the Planning Services Director within thirty (30) days.

(10) *Occupant Notification Packet.* The owner/operator shall post in a conspicuous location of the dwelling, a packet of the following, at minimum, information:
   a. Maximum number of occupants.
   b. Location of required off-street parking, other available parking and prohibition of parking on landscaped areas or on the street.
   c. Quiet hours and noise restrictions.
   d. List of HOA rules, if applicable.
   e. 24-hour local contact person and phone number.
   f. Property cleanliness requirements.
   g. Waste pick-up requirements, including location of waste and recycling receptacles.
   h. Flooding hazards and evacuation routes, as well as information on the emergency siren system.
   i. Emergency and non-emergency numbers.
   j. Notice that failure to conform to the occupancy and parking requirements is a violation of the Town Code and an occupant or visitor can be cited.

(11) *Rental agreement notification.* The rental agreement between the owner/operator of the short-term rental and the renter shall include, by attachment, all of the information provided in the occupant notification packet.

(b) *Application process:*

(1) In addition to the items noted in Section 98-953, the following application requirements apply to a short-term rental SUP application.

a. The name, address, contact information, and signature for the owner of the premise;
b. The name, address, and phone number of the 24-hour contact;
c. The registration number for the Town of Flower Mound Hotel Occupancy Tax [see section (b)(3) below];
d. A parking plan of the premises identifying the location of parking spaces to be used in conjunction with the short-term rental, in relation to the residence;
e. A dimensioned floor plan of the proposed short-term rental identifying bedrooms, other living spaces and emergency evacuation routes;
f. The name, contact information, and rules for the homeowners association (HOA), if applicable;
g. Proof of host protection or liability insurance;
h. A copy of the proposed host rules for the short-term rental; and
i. A statement that the owner of the short-term rental has met and will continue to comply with the standards and other requirements of this ordinance.

(2) *Changes in ownership.* A new owner, if they wish to continue to operate a subject site as a short-term rental, must submit a short-term rental SUP application within thirty (30) days from the closing date of the purchase. The new owner must provide a copy of the closing statement with the short-term rental SUP application form. Failure of the new property owner to apply for the SUP within thirty (30) days from the closing date will result in the revocation of the short-term rental SUP.

(3) *Hotel occupancy taxes.* The owner of the short-term rental property shall register with the Town of Flower Mound Finance Department to pay hotel occupancy taxes, before the short-term rental SUP application is submitted.

a. *Request for occupancy history.* Upon request of the Planning Services Director or the Finance Department, the owner of a premises used as a short-term rental shall remit, within thirty (30) days, an accounting of all occupants who rented the premises and the hotel occupancy taxes paid therefor.

(4) *Right to inspect premises.*

a. *Inspections.* The fire marshal must make inspections to determine the condition of short-term rentals, located within the Town, to ensure compliance with this ordinance and other applicable laws. For the purpose of making inspections, the fire marshal or code official may enter, examine, and survey, at all reasonable times, all buildings, dwelling units, guest rooms, and premises on presentation of the proper credentials. An owner or other authorized individual may refuse to consent to an inspection conducted by the fire marshal or the code official. If consent is refused, the code official may seek an administrative search warrant authorized by Article 18 of the Texas Code of Criminal Procedure “Search Warrant” and the Town of Flower Mound Code of Ordinances. Nothing in this code limits the ability of the fire marshal or the code official to inspect as necessary or as authorized by other law.

b. The following inspections will be typical of a short-term rental SUP request:
    i. *Annual fire inspection.* The Town of Flower Mound Fire Marshal's Office will perform annual inspections for compliance with this section.
    ii. *Repeat inspections.* If, upon completion of an inspection, the premises are found to be in violation of one or more provisions, the Town shall provide written notice of such violation and shall set a re-inspection date.

If a premises fails to pass an inspection, a re-inspection fee will be charged after the third re-inspection of the premises. A property cannot be occupied as a short-term rental while its status with the Fire Marshal's Office is noted as being in violation.

iii. *Fire extinguishers.* The owner/operator is responsible for obtaining annual independent inspections of the fire extinguishers in compliance with the Town's requirements.

iv. *Change in ownership inspection.* As part of the change in ownership process for a short-term rental, in accordance with subsection (b)(2), the Town's Fire Marshal's Office shall conduct an inspection to verify compliance with this section.

(5) *Expiration or automatic renewal.* In addition to these provisions, short-term rental SUPs are subject to Section 98-954. – "Expiration or Automatic Renewal of SUPs" of the Town's Code of Ordinances.

a. A short-term rental SUP is subject to expire one (1) year from the date of issuance, but is eligible for automatic renewal for additional one-year periods.

b. 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.

c. If the property owner allows a short-term rental SUP expiration date to pass without submitting an application, they can request a thirty (30) day extension to allow for a fire safety inspection to be conducted by the Fire Marshal's Office. If the short-term rental property passes the inspection, the SUP can be considered for a renewal for one (1) year from the date of the approved inspection, providing an automatic renewal application has been submitted.

d. If a fire inspection is not completed within the thirty (30) day extension period, then the owner shall no longer be allowed to operate the short-term rental unless a new application for a short-term rental specific use permit is requested and approved.

(6) *Enforcement.* If the owner of the short-term rental property fails or refuses to comply with the adopted standards herein, within thirty (30) days after notification, the Town may initiate enforcement actions against the property owner including, but not limited to, citations. Any violations of the provisions of this section shall also be subject to Section 74-6. – "Enforcement"; penalties of the Town's Code of Ordinances.

a. *Prima Facie evidence of a violation.* Any advertisement, whether it be online or in print, promoting the availability of a short-term rental in violation of any Town Code or state law requirement is prima facie evidence of a violation and is cause to issue a citation. It may also be grounds for denial of a short-term rental SUP.

Short-term Rental (SUP) Drafted Ordinance

Amend Sec. 98-952 – Schedule of Use Regulations Chart and add as allowed use with an SUP to the associated zoning district sections of the ordinance.

Residential Uses	A	SFE	SF-5	SF 30	SF 15	SF 10	SFA	2F	MF	MH	O	R1	R2	C1	C2	CC	CI	I1	I2	WR	REC	PD	CBD
Short-Term Rental	S	S	S	S	S	S																P	*

Amend Appendix A – Fee Schedule

Fire Department Fee Schedule

…

(11) Reinspection—Third inspection 60.00
(12) Daycare inspections 100.00
(13) Nursing home inspection 100.00
(14) Short-term rental inspection ….. 100.00
(15) Operational permits annual (maximum of four permits per business) 75.00
(16) Tent (per tent fee) 50.00
(17) After hours inspections (per hour or portion of an hour—Minimum 2 hours) 60.00

ECONOMIC DEVELOPMENT INCENTIVE POLICY

I. GENERAL PURPOSE AND OBJECTIVES

The Town of Flower Mound is committed to the attraction of high quality development that meets the needs and desires of residents throughout the community and which helps to grow and diversify the local tax base. Success in economic development ensures Flower Mound's financial ability to provide continued quality service and updated infrastructure for its residential and corporate citizens.

The purpose of this policy is to establish standards and guidelines that will govern the granting of financial initiatives to facilitate economic growth. The Town encourages the use of incentives only as necessary to fill financial gaps and limits them to reasonable and appropriate project expenses which have a public benefit.

Insofar as such objectives are generally served by the enhancement and expansion of the local economy, the Town may, on a case-by-case basis, give consideration to providing financial incentives as a stimulus for commercial development in Flower Mound. It is the policy of the Town that consideration for such incentives will be provided in accordance with the procedures and criteria outlined in this document. Nothing herein shall imply or suggest that the Town is under any obligation to provide financial incentives to any applicant.

II. METHODOLOGY

All applications shall be considered and negotiated on a case-by-case basis. Incentives may be utilized only as inducements to generate development that otherwise would not occur. Incentives will not be considered if a building permit for new construction has already been issued, the purchase of an existing building has been finalized, or a tenant lease has been executed.

III. CRITERIA

Information provided in applications will be used to determine whether or not it is in the best interest of the Town to recommend incentives be offered for a project. In order to determine the feasibility of a project, a Cost/Benefit Analysis will be performed internally to determine the expected economic impact to the community. The applications shall be evaluated based upon a review of the projected fiscal, community, and employment impacts to the Town.

Specific consideration will be given to projects which further the goals and objectives of the community as described in the Town of Flower Mound Master Plan, as well as those with a significant positive impact on diversifying existing markets, adding employment, expanding the local tax base through added improvement values, and increasing sales tax revenues to the Town.

IV. AVAILABLE INCENTIVES

Tax Abatement for Real and/or Personal Property

The Town of Flower Mound may offer real and/or business personal property tax abatements for qualifying projects that meet the minimum capital investment values listed below, as authorized by Chapter 312 of the Texas Tax code. Qualifying projects include new tenancies, expansions, or renovations of existing facilities. Tax abatements shall only apply to the value of improvements made to real property and/or to the value that new business personal property has brought into the taxing jurisdiction. If the determination is made that a tax abatement should be offered for a project, the value and term of the abatement may be determined by consideration of the following factors:

- Financial Investment in Improvements:

Minimum Capital Investment	Years of Abatement	Percentage of Abatement
$35 M +	Negotiable up to 10	Negotiable
$25 M - $34,999,999	6-7	40%
$15 M - $24,999,999	5	30%
$5 M - $14,999,999	4	25%
$1 M[1] - $4,999,999	3	20%

- Increased Local Employment:

Added Full-Time Equivalents (FTEs)	Percentage of Abatement
250 +	20%
101 – 250	15%
51 – 100	10%
25[2] – 50	5%

- Competitive Living Wages:
  Average annual salaries of $40,000 + for local employees — Additional 5%

- Environmentally Conscious Efforts:
  LEED[3]-registered (or equivalent) "green" development — Additional 5%

The thresholds as described above are considered guidelines for establishing tax abatement agreement terms; however, the Town retains discretion to determine the resulting amounts and terms of abatement for individual projects. Nothing herein shall imply or suggest that the Town is under any obligation to provide financial incentives at any time to any applicant.

[1] Projects applying for incentive must result in a minimum capital improvement value of $1 million.
[2] Projects applying for incentive must add, through relocation or new creation, a minimum of 25 FTEs.
[3] LEED stands for the U.S. Green Building Council's Leadership in Energy and Environmental Design program.

Other Incentives

Under Chapter 380 of the Texas Local Government Code, the Town may, on a case-by-case basis, consider other incentive options to promote and encourage economic development, including but not limited to:

- Cash grants
- Forgivable loans
- Hotel occupancy tax rebates
- Relocation assistance
- Matching grants
- Sales tax rebates
- Training grants
- Any combination of listed options

Fee-based incentives may also be considered in lieu of or in addition to a tax abatement if the project presents extraordinary value to the Town in terms of added tax value, increased employment opportunity, or enhanced quality of life amenities. Fee-based incentives may include the reduction or full waiver of building permit fees assessed by the Town and/or rebated impact fees.

Incentive applications for speculative development will not be considered by the Town unless a tenant intends to occupy more than 90% of the total square footage of the facility, will employ at least 250 FTEs, and expects to maintain a personal property value, exclusive of inventory, over $5 million.

V. EXISTING BUSINESS RETENTION/EXPANSION

The Flower Mound Town Council may consider the use of incentives to retain existing businesses that have necessity to request assistance in the cases that these businesses propose to improve or redevelop property within the Town limits, or to keep jobs in Flower Mound that would otherwise go elsewhere. Tax abatement for the expansion of an existing facility will only apply to the increased valuation of the improvements over the appraised value of the property prior to such improvements as established by the appraisal district the year in which the tax abatement agreement is executed.

VI. INCENTIVE RECONSIDERATION

Application for incentive may be made at any time and in regards to any commercial project within the Town of Flower Mound. Reconsideration of an application previously denied may be requested after any of the following alterations: the type of incentive requested is different, the terms associated with the requested incentive are different, new information related to the project and its benefit to the community is obtained, or on an annum basis following initial rejection in response to the changing economic needs, desires, goals, and objectives of the community.

Applicants seeking the reconsideration of an incentive are to complete and submit an Incentive Application in the same manner as a new incentive request and will receive additional information in the same timely manner as a new incentive request. Previously submitted documents may be referenced in each subsequent determination.

VII. EXCEPTIONS

Tax abatements will not be considered within any Tax Increment Reinvestment Zone (TIRZ) created in the Town. Providing ad valorem tax abatements in a TIRZ would dilute the fund's projected value and limit the Town's ability to carry out approved projects within these zones. Additionally, the Town will not consider any incentives for residential projects or the residential portion of designated mixed-use projects.

In order to encourage the retention/expansion of existing business, attraction of new businesses which satisfy a community goal or objective, or to meet a special need of the community, the Town Council retains the ability to approve an incentive which does not comply with the terms outlined in this policy.

VIII. APPROVAL

All applications are considered on a case-by-case basis and all incentive agreements are subject to final approval by the Town Council**.** Even though a project may meet the criterion set forth in this policy, an application may be denied for any reason at the discretion of the Town.

The Town will not enter into an incentive agreement with a business entity unless the business entity, in accordance with Section 2252.908 of the Texas Government Code and rules adopted by the Texas Ethics Commission, submits a disclosure of interested parties to the Town at the time the business entity submits the signed incentive agreement to the Town.

IX. PERFORMANCE

All financial incentives granted by the Town of Flower Mound are performance-based. Should a project granted incentive fail to satisfy the terms outlined within each individual agreement, the contracted party will be denied the full amount of abatement to be received for that given year. Approved incentive agreements other than tax abatements will include individual performance measures to be met by the contracted party and specific recapture provisions intended to safeguard the Town from potential financial loss.

X. ANNUAL EVALUATION

Throughout the year, the Town will perform evaluations of approved incentive agreements in order to ensure compliance by all parties. At the end of each year, an Annual Incentives Report will be generated and made available online to the public which will summarize the status of each incentive that was active during the respective year.

XI. PROCEDURAL GUIDELINES

Any person, organization, or corporation desiring that the Town of Flower Mound consider providing incentives to encourage local economic development is expected to comply with the following procedural guidelines. Nothing within these guidelines shall imply or suggest that the Town is under any obligation to provide tax abatement or any other incentives to any applicant.

Completion of the Application

1. Applicants should complete the "Application for Economic Incentives" and include a statement explaining why incentives are being sought for the specific project.

2. The incentive request should include a map or other documentation showing the following:

   - The location of the project property and all roadways within 500 feet of the site.
   - A complete legal description of the project property.
   - Any known existing uses assigned to and conditions of the project property.
   - A summary of the proposed improvements and uses on the site.
   - A proposed project site plan and elevations, if applicable.
   - Outline any proposed changes in zoning that may be requested.
   - Statement indicating that the applicant understands the project must be compatible with the Town of Flower Mound's Master Plan, applicable building codes, and all Town ordinances.

3. Completed application forms and supplementary information may be submitted to the Director of Economic Development, at

   Town of Flower Mound
   ATTN: Economic Development Office
   2121 Cross Timbers Road
   Flower Mound, Texas 75028

   Or via email by sending scanned documents to econdev@flower-mound.com.

4. All information in the application package detailed above will be reviewed for completeness and accuracy. Additional information may be requested.

Consideration of the Application

1. The application and supplemental documentation is determined by the Economic Development Office to provide a complete overview of the project and incentive request. Additional information may be requested at this time, as needed.

2. Town Council reviews the application during Closed Meeting at a regular or called meeting(s). Additional information may be requested again, as needed.

3. The recommendation of the Town Council is communicated to the Economic Development Director who provide a response to the applicant on behalf of the Town.

4. If the Town Council wishes to formally consider a request for tax abatement and the project meets all applicable criteria, the Town will call a public hearing to consider the establishment of a tax reinvestment zone in accordance with Section 312.201 of the Tax Code[4].

5. For other financial incentive requests, the Town Council shall call a public hearing to determine if the project is feasible, practical, and desirable and would continue to be of benefit to the community following the anticipated expiration of the incentive agreement.

6. If the Town Council is generally interested in granting an incentive for the project in question, terms are discussed and outlined and an agreed-upon draft incentive is constructed and verified for legal compliance.

7. The incentive agreement draft is brought before the Town Council at a regular or called meeting(s) for public presentation, discussion, and a final vote.

8. Following a majority approval vote, the Mayor or his or her designee, will execute copies of the agreement. One original agreement will be filed with the appropriate county jurisdiction and one original mailed to the contracted party. A copy of each executed agreement will be maintained in the Economic Development Office.

The Town reserves the authority to enter into incentive agreements on a case-by-case basis and at differing terms than any previous or existing agreement that may have been approved in the Town or elsewhere, whether of a similar scope and size or not. Nothing within these guidelines shall imply or suggest that the Town is under any obligation to provide tax abatement or any other incentives to any applicant.

- [4] If a public hearing is called to consider the incentive request, the application and all supplemental information shall be regarded as a matter of public record and will be available for inspection by the public. Notwithstanding the foregoing, pursuant to Section 312.003 of the Texas Tax Code, information the applicant provides to the Town in connection with its application or request for a tax abatement that describes the specific processes or business activities to be conducted or the equipment or other property to be located on the property for which the applicant seeks a tax abatement is confidential and not subject to public disclosure until the tax abatement agreement is executed, unless a waiver has been obtained from the applicant. The applicant's information in the custody of the Town after the agreement is executed is not confidential.

Definitions

"Abatement" means the full or partial exemption of ad valorem taxes for eligible properties in a reinvestment zone designated as such for economic development purposes. Abatement may be granted for real property improvements and/or business personal property as determined by the terms of each individual agreement.

"Base Year Value" shall mean the taxable value of the specified real property and business personal property (including inventory and supplies) located in a designated reinvestment zone on January 1 of the year of the execution of the agreement as determined by the Central Appraisal District.

"Full-Time Equivalent (FTE)" shall mean any employee working for a company on the specified project site on a forty (40) hour or more per week schedule, or a combination of two (2) or more employees on part time schedules that equal forty (40) hours.

"Reinvestment Zone" shall mean an area designated as such for the purpose of tax abatement as authorized by Chapter 312, Subchapter B, Texas Tax Code.

Application for Economic Incentives

Completed application forms and supplementary information may be submitted to: Town of Flower Mound Economic Development Office, 2121 Cross Timbers Road, Flower Mound, Texas 75028 or via email to econdev@flower-mound.com. For questions, please contact 972-874-6044.

Contact Name: _____ Date: _____

Address: _____

Phone: _____ E-mail: _____

Project/Company Name: _____

Project Address/Location: _____

Company's Primary Business: _____

Please provide the following information based on the completed project at full operation. It will be assumed that the project is phased in equal annual increments unless indicated otherwise. All values should be those on Appraisal District tax rolls. Please provide supporting documentation where appropriate. Additional pages for responses may be attached.

1. Incentive(s) Requested: _____
   (Rank order of priority)
   _____
2. Necessitity of Requested Incentive(s): _____
   (Describe the reason(s) why this project is seeking assistance)
   _____
   _____
3. Would this project be financially feasible without requested incentive?: _____
4. Is the project a relocation or new facility expansion?: _____
   a. If relocation, please state current location(s): _____
5. Is the project new construction or lease?: _____
   a. If new construction, is it a shell building or build-to-suit?: _____
   b. If new construction, number of water and irrigation meters and size(s): _____
   _____
   c. If a lease, will it occupy existing space or new construction?: _____
6. Number and square footage of proposed/existing project building(s): _____
7. Will the incentive applicant be the owner and/or a tenant?: _____

8. List the specific operations to be performed at proposed location (products produced/distributed, services provided, etc.):

_____

_____

9. Projected date of occupancy: _____

10. Property Size (Acreage): _____ 11. Current assessed value of land: _____

12. Estimated value of improvements to property: _____

13. Proposed uses for project: _____
(Include percentage of each use based on total project space)

14. Estimated value and description of business personal property: _____

_____

15. Estimated value of end-of-year inventory subject to Triple Freeport Exemption: _____

16. Number of new FTEs on-site: _____ 17. Average annual salary: _____

18. Annual estimated sales subject to local sales tax: _____

19. Annual estimated sales subject to Town hotel occupancy tax: _____

20. Will Flower Mound be designated as point of sale for construction/equipment purchases?: _____

    a. If so, estimated project construction/equipment cost?: _____

21. Is this anticipated to be a LEED certified (or equivalent) project?: _____

22. Is the property zoned to accommodate proposed use(s)?: _____

    a. If not, what zoning is required for project?: _____

23. Other factors the applicant would like to have taken into consideration: _____

_____

24. Please sign here signifying that you understand the project must be consistent with the Town's Master Plan, applicable development codes, and all ordinances to be considered for incentives and to indicate that you believe the proposed project does, in fact, meet those criteria: _____

Supplemental Attachments – Check all documents that may be attached to submitted application:

- ☐ Map of property location
- ☐ Legal description of property
- ☐ Existing uses assigned to property
- ☐ Known condition of property
- ☐ Summary of proposed site improvements
- ☐ Proposed project site plan
- ☐ Proposed project elevations
- ☐ Description of any proposed zoning changes

Town Council Future Agenda Items

SCHEDULED	**11/18/2019**	Consent	Consider approval of a Professional Services Agreement with Criado & Associates, Inc., for the design phase services associated with the Blue Ridge Trail Reconstruction project, in the amount of $48,880.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of a Professional Services Agreement for the design phase services for the Lift Station Improvements and Decommissioning Phase II project, with Plummer Associates, Inc., for $276,500; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of a Professional Services Agreement with Kimley Horn and Associates, Inc., to provide traffic signal designs for the FM 2499 at Chaparral Lane; FM 2499 at Churchill Drive; and Flower Mound Road at McKamy Creek Road projects in the amount of $57,000; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Placeholder: Nov. 5, 2019 Election canvass (DSTE)
		Consent	Consider approval of a resolution adopting rules regarding the public's right to address the governing body, including Town Council and all boards and commissions.
		Regular	Consider approval of a resolution casting the vote of the Town of Flower Mound, Texas, for the election of the Board of Directors of the Denton Central Appraisal District (DCAD).
	12/2/2019	Consent	The Mound Monument ADA Improvements
		Consent	Morriss Rd 20-Inch Water Line (Forest Vista to Lake Bluff) - Construction Award
		Consent	Morriss Road 20-Inch Water Line (Forest Vista to Lake Bluff) - Testing Award
		Consent	Library Expansion - Network Wiring
		Consent	Consider approval of Standards of Care for Youth Recreation Programs operated by the Town, in accordance with the Texas Human Resources Code - Section 42.041 and to adopt an ordinance providing for said Standards.
		Consent	Consider approval of a contract with TBD in the amount of TBD for reinsurance coverage for the Town's Group Health Plan.
	12/16/2019	Presentation	Announcement and Presentation of 2019 Outstanding Citizenship Award(s)
		Consent	Pink Evening Primrose Trail Connection - Design

SCHEDULED	**12/16/2019**	Consent	Gibson Grant Log Cabin Design Amendment 1
		Consent	Timber Creek Water Line Replacement Phase 1 - Design
	1/6/2020	Consent	Colonial Drive Reconstruction Phase II - Design
		Consent	Edgefield Trail Reconstruction - Design
		Consent	Timber Creek Trunk Line - Construction Award
		Consent	Timber Creek Trunk Line - Testing Award