

AGENDA

FLOWER MOUND TOWN COUNCIL REGULAR MEETING; CRIME CONTROL AND PREVENTION DISTRICT SPECIAL MEETING

2/3/2020

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

6:00 P.M.

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

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

A. CALL MEETING TO ORDER

B. INVOCATION

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

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

To be led by Longhorn Council, Scout Troop #262 and Arrow of Light Den Pack 62

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. Friends of the Library donation to Town of Flower Mound
2. Republic Services Recycling Audit Update

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. Political Signs

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H. FUTURE AGENDA ITEMS

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

I. COORDINATION OF CALENDARS

1. A regular meeting is scheduled for Monday, February 17.
2. Consider canceling the February 20 work session to allow for the Fine Arts Center Feasibility Study public input meeting to be held on this same date.
3. Consider canceling the March 16 regular meeting and March 19 work session (LISD Spring Break Week).

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. CoServ Gas Franchise- 1st reading- Consider approval of the first reading of an ordinance granting to a non-exclusive gas franchise to CoServ Gas, LTD.; and authorization for the Mayor to execute the same on behalf of the Town.
2. Minutes 12/6/19 & 1/14/20- Consider approval of the minutes from a regular meeting of the Town Council; and Crime Control and Prevention District Special meeting on December 16, 2019 and approval of the minutes from a regular meeting of the Town Council on January 14, 2020.
3. Call Election- Consider approval of a resolution calling for a general election to be held May 2, 2020, for the offices of Town Council Place 2 and Town Council Place 5; establishing procedures for those elections; and providing an effective date.
4. Vehicle Purchase - Traffic Operations- Consider approval of the purchase of one (1) 2020 Ford F550 Regular Cab Chassis with Aerial Lift and Service Body per Town of Flower Mound Specifications and Quote from Sam Pack's Five Star Ford.
5. Vehicle Purchase - Brush Truck- Consider approval of the purchase of one (1) New Dodge 4x4 Skeeter Brush Truck per Town of Flower Mound Specifications and Siddons Martin Emergency Group Proposal.
6. EMS Staff Continuing Education- Consider approval of a Contract for Services with the University of Texas Southwestern Medical Center to provide continuing education services for the Department's licensed and certified EMS personnel, and authorization for the Mayor to execute same on behalf of the Town.
7. Signs and Markings Contract- Consider approval of the award of Request for Bid Number 2020-15-A to the lowest responsive, responsible bidders, Vulcan, Inc. (Group I) and Centerline Supply, Inc. (Groups II, III, and IV) at the unit prices bid, for an estimated annual expenditure of \$285,000; and authorization for the Mayor to execute same on behalf of the Town. The contract is for one-year with four one-year renewal options.
8. Roof Replacement - Fire Station 3- Consider approval of Fire Station 3 roof replacement contracted with Paragon Roofing, Inc through TIPS network in the amount of \$56,012.00.
9. Police Department Renovations- Consider approval of a professional services

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agreement with Oxley Williams Tharp Architects, PLLC., for the Police Department Renovation project-Phase III in the amount of \$18,500.

10. Library Expansion - Network Wiring- Consider approval of the network wiring installation with Black Box Network Services, for the Library Expansion project, in the amount of \$38,550.00.
11. Library Expansion - Access Control- Consider approval for Schneider Electric to provide and install the INET Access & Security Xpert door control system, for the Library Expansion project at a cost of \$44,322.00.
12. Dog Park Parking and Restroom - Design- Consider approval of a professional service agreement with Schrickel, Rollins | PSC for the Hound Mound Parking Lot and Restroom project in the amount of \$73,750.00; and authorization for the Mayor to execute same on behalf of the Town.
13. Morriss Rd & WL Change Order 1- Consider approval of Change Order No. 1 for the construction of the Morriss Road and 20" Water Line Improvements project, amending the contract with Tiseo Paving Company, to provide for an increase to the contract in the amount of \$480,891.76; and authorization for the Mayor to execute same on behalf of the Town.
14. Timber Creek WL Replace 1 - Design Award- Consider approval of a Professional Services Agreement with Pacheco Koch Consulting Engineers, Inc., for the design phase services associated with the Timber Creek Water Line Replacement Phase 1 project, in the amount of \$25,905.00; and authorization for the Mayor to execute same on behalf of the Town
15. Revised Contract with Concentra Medical- 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.
16. Truck Purchase-Jetter Mounted CabChassis- Consider approval of the purchase of one (1) new John Bean Bulldog Truck mounted Jetter w/ 700 gal. of water, 4000 psi at 18 gpm w/ 600' of ½" hose mounted on an Isuzu MRR 19,500 GVWR Cab-Over Chassis per Vendor Quote Specifications (Rush Truck Center and CLS Equipment Company).
17. Purchase-Bobcat Compact Track Loader- Consider approval of the purchase of one (1) new T770 T4 Bobcat Compact Track Loader per Product Quotation with Specifications from Bobcat of Dallas-Lewisville.

K. REGULAR ITEMS

18. MISC20-0001 - Mingle Alcohol Variance- Public Hearing to consider a request to for a variance (MISC20-0001 - Mingle Alcohol Variance) to permit the sale of alcoholic beverages by a restaurant within 300 feet of a church. The property is located at 650 Parker Square.
19. SP19-0019 - RockPointe Church- Consider a request for a Site Plan (SP19-0019 - RockPointe Church Parking Expansion) to develop a parking lot addition, with a request for a deviation to computing parking and loading requirements pursuant to Section 82.73 of the Code of Ordinances. The property is generally located east of Trotter Lane and south of Cross Timbers Road. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its January 27, 2020,

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meeting.)

20. DP19-0004 - Lakeside Village- Consider a request for a Development Plan (DP19-0004 - Lakeside Village) to develop residential, non-residential, and mixed use subdivision, with an exception to the retention pond design requirements, contained in Chapter 4 of the Town's Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances. The property is generally located west of Long Prairie Road along both sides of Lakeside Parkway and south of Edgemere Drive. (The Planning and Zoning Commission recommended approval by a vote of 4 to 2 at its January 27, 2020, meeting.)
21. MU19-0001 - Lakeside Village- Public hearing to consider an ordinance for rezoning (MU19-0001 - Lakeside Village) to amend Mixed Use District 1 (MU-1) to allow for phasing of the necessary parking infrastructure in Lakeside Village. The property is generally located west of Long Prairie Road along both sides of Lakeside Parkway and south of its intersection with Northwood Drive. (The Planning and Zoning Commission recommended approval as presented, but with the condition to add a Sunset/Renewal Clause of 3 years, by a vote of 4 to 3 at its January 13, 2020, meeting.)
22. LDR19-0006 - Short-term Rentals- 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 providing for said amendment. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its January 13, 2020, 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, 551.074, and 551.087 for consultation with attorney, and to discuss matters relating to real property, personnel, and economic development negotiations, as follows:

a. Consultation with Attorney.

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

b. Discuss and consider purchase, exchange, lease or value of real property for parks, public rights-of-way, cultural arts center, 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

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posted on the Town's website in accordance with GC Section 551.056 on the following date and time: January 31, 2020, 10:53 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: February 3, 2020

FROM: Kay Wilkinson, Budget Officer

ITEM: Consider approval of the first reading of an ordinance granting to a non-exclusive gas franchise to CoServ Gas, LTD.; and authorization for the Mayor to execute the same on behalf of the Town.

BACKGROUND INFORMATION: The proposed ordinance will extend the existing gas franchise with CoServ Gas LTD. The original gas franchise agreement was passed by Town Council on May 4, 1998. After a year of negotiations, Town staff and CoServ representatives have arrived at a mutually agreeable franchise. The franchise will expire on December 31, 2030 with the final payment due on or before February 15, 2031. CoServ has agreed to pay the Town 5% of the Company's gross revenues in 4 quarterly payments.

Per the Town Charter, franchise ordinances must be considered at two readings of regularly scheduled meetings of the Town Council. This is the first reading. The second reading is scheduled for February 17, 2020.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$85,000 electric franchise fee revenues

Proposed Expenditure/(Revenue):	Account Number(s):
(\$85,000)	100-4120

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

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

ATTACHMENTS:

1.CoServ Gas Franchise Agreement

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

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, GRANTING TO COSERV GAS, LTD., D/B/A COSERV GAS, A FRANCHISE TO FURNISH AND SUPPLY GAS TO THE GENERAL PUBLIC IN THE TOWN OF FLOWER MOUND, TEXAS, AND TO TRANSPORT, DELIVER, SELL, AND DISTRIBUTE GAS IN AND OUT OF AND THROUGH SAID MUNICIPALITY FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE STREETS, ALLEYS, AND PUBLIC WAYS; AND PROVIDING A SEVERABILITY CLAUSE, A PENALTY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Flower Mound, Texas (hereinafter referred to as "Town"), currently has a franchise ordinance applicable to CoServ Gas that expired on December 31, 2018, and said franchise ordinance has been continued thereafter through the Effective Date (defined in Section XX below); and

WHEREAS, the Town finds that it is in the best interest of the Town to adopt a new franchise ordinance allowing CoServ Gas to furnish and supply gas to the general public in the Town, and to transport, deliver, sell, and distribute gas in, out of, and through said municipality for all purposes;

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

SECTION I.
Grant of Franchise, Term, and Use

(A) Town hereby grants to Company and its successors and assigns, subject to Section XIV herein, the right, privilege and franchise, and Town's consent, to use and occupy the present and future Public Right-of-Way of the Town for the purpose of constructing, operating, maintaining, removing and replacing therein and thereon the System needed and necessary to transport, deliver, sell and distribute gas in, out of, and through the Town, and to sell gas to persons, firms, and corporations, including all the general public, within the Town's corporate limits.

(B) The term of this Ordinance begins on the Effective Date (as defined in Section XX below) and ends on December 31 of the calendar year in which the tenth (10th) anniversary of the Effective Date occurs; provided that, unless written notice is given by either party hereto to the other not less than six (6) months before the expiration of the term of this Ordinance, it shall be automatically renewed for an additional period of five (5) years from such expiration date and shall be automatically renewed thereafter for like periods of five (5) years until canceled effective as of the expiration of any such renewal period by written notice given not less than six (6) months before the expiration of the term of any such renewal period.

(C) The terms and conditions set forth in this Ordinance represent the terms and conditions under which the Company shall construct, operate, maintain, remove and replace the System within the Town. This Franchise does not grant to Company the right, privilege, or

authority to engage in any other activities within the Public Right-of-Way other than those set forth in Section I(A).

(D) By entering into this Ordinance, the Town does not in any manner surrender or waive its regulatory or other authority or rights pursuant to the Constitution and statutes of the State of Texas as the same may be amended, nor any of its rights and powers pursuant to present or future ordinances of the Town. Likewise, Company's acceptance of the terms of this Ordinance shall in no way affect or impair Company's rights, obligations or remedies under any federal, state or local law or regulation, nor shall such acceptance be deemed a waiver, release or relinquishment of Company's rights to contest, appeal or file suit with respect to any action or inaction of the Town, including adoption of ordinances by the Town, that Company believes is contrary to this Ordinance or any federal, state or local law or regulation.

SECTION II.

Definitions

(A) "Town" shall mean the Town of Flower Mound, Texas.

(B) "Company" shall mean CoServ Gas, Ltd. and its successors and assigns, but does not include a CoServ affiliate, which shall have no rights hereunder except by succession or assignment in accordance with Section XIV herein.

(C) "Town Manager" shall mean the Town Manager of the Town or his or her designee.

(D) "Gross Revenues" shall mean the operating revenue for the sale of gas after the Effective Date to the Company's customers within the corporate boundaries of the Town pursuant to the accounting principles established by the Federal Energy Regulatory Commission, including specifically Accounts 480, 481 and 482, as amended, except as modified herein, including:

- (1) all revenues derived, directly or indirectly, from the sale of gas to all classes of customers in the Town (excluding gas sold to another gas utility in the Town for resale to its customers within the Town);
- (2) all revenues derived from the transportation of gas through the System of Company within the Town to customers located within the Town (excluding gas transported to another gas utility in the Town for resale to its customers within the Town);
- (3) the purchase price or, if the purchase price is not disclosed to the Company by the Transport Customer, the value of gas transported by Company for Transport Customers through the System of Company within the Town ("Third Party Sales") (excluding the value of any gas transported to another gas utility in the Town for resale to its customers within the Town). Company shall request that each Transport Customer of the Company disclose to the Company the purchase price of said gas. Should the Transport Customer fail or refuse to disclose such purchase price to Company, the value of such gas shall be established by utilizing 110% of the Houston Ship Channel index of prices for large package of gas as published each month in "Inside FERC's Gas Market Report" under "Delivered Spot-Gas Prices" (or a successor publication or another publication

agreed upon by Town and Company) as reasonably near the time as the transportation service is performed;

- (4) franchise fees paid pursuant to Section X of this Ordinance, revenues from non-utility and non-regulated services or products, and the following “miscellaneous charges:”
 - (a) charges to connect, disconnect, or reconnect gas,
 - (b) charges to handle returned checks from consumers within the Town, and
 - (c) State gross receipts fees.

“Gross Revenues” shall not include:

- (i) the revenue of any Affiliate or subsidiary of Company;
- (ii) other than fees specifically included within the definition of Gross Revenues and franchise fees payable pursuant to Section X below, any taxes or fees required to be remitted to a third party including the Town;
- (iii) interest or investment income earned by Company;
- (iv) monies received from the lease or sale of real or personal property;
- (v) amounts billed or collected from Company’s customers for refundable fees and deposits;
- (vi) State or federal grants, credits or reimbursements;
- (vii) sales of gas for resale or to wholesale customers;
- (viii) reimbursements for damage to, or relocation of, any part of the System;
- (ix) amounts billed or collected by the Company from its customers for charitable contributions such as Operation Roundup;
- (x) revenues billed but not ultimately collected or received by the Company; and
- (xi) payments received for contributions in aid of construction performed within the Town, including but not limited to, builder contributions, under contracts entered into after the Effective Date.

(E) “Person” shall mean any natural person, or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not, unless the context explicitly requires otherwise, include the Town or any employee, agent, servant, representative, or official of the Town.

(F) “Public Right-of-Way” shall mean public streets, alleys, highways, bridges, public easements, public places, thoroughfares and sidewalks of the Town, as they now exist or may be hereafter constructed or extended within the corporate limits of the Town.

(G) “System” or “System Facilities” shall mean all of the Company’s pipes, pipelines, gas mains, laterals, feeders, regulators, meters, fixtures, connections and other infrastructure and appurtenant equipment used for or incident to providing delivery, transportation, distribution, supply and sales of natural gas for, but not limited to, heating, lighting and power, located within the corporate limits of the Town.

(H) “Transport Customer” shall mean any Person for which Company delivers gas through the System of Company within the Town for delivery or consumption within the Town.

(I) “Affiliate” shall mean any individual, partnership, association, joint stock company, limited liability company, trust, corporation, or other Person or entity who owns or controls, or is owned or controlled by, or is under common ownership or control with, the entity in question. As used in this definition, the term “control” means, with respect to an entity that is a corporation, the ownership, directly or indirectly, of more than 50% of the voting securities of such entity or, with respect to an entity that is not a corporation, the power to direct the management or policies of such entity, whether by operation of law, by contract or otherwise.

SECTION III.

Construction, Maintenance, Operation & Relocation of Company System Facilities

(A) Company’s System shall be constructed and maintained so as not to unreasonably interfere with any existing water and wastewater lines, electric facilities, storm sewer lines, open drainage areas, cable, fiber optic cable, roadways, sidewalks, alleys, traffic control devices, public signs, or any other publicly owned or publicly franchised facility. Company shall promptly clean-up, repair, and restore all thoroughfares and other surfaces which it may disturb.

(B) **Permits**

- (1) Company’s facilities shall not unreasonably interfere with Town-owned public works facilities and with vehicular and pedestrian use of Public Right-of-Way.
- (2) Company shall not be required to submit a permit application for the placement of facilities outside of the Public Right-of-Way, however, Company shall provide detailed drawings, in accordance with Company’s customary practice, reflecting Company’s installations on private property to the extent necessary for Town to verify compliance with Town ordinances related to zoning, development, building regulations, and setbacks, and for easement verification.
- (3) Company shall submit a permit application to Town for the placement of new facilities, for upgrade or augmentation of existing facilities, or for

replacement of existing facilities in the Public Right-of-Way. Such permit application shall include:

- (a) complete plans and detailed drawings reflecting compliance with all applicable zoning, development, and building requirements of the Town; and
 - (b) all additional information requested by Town reasonably related to the permit request.
- (4) Except as otherwise provided in this Section III(B), following the submission of a permit application described herein, notice of Town's approval or denial of Company's request for a permit shall be provided in accordance with Town's usual procedures for processing of permit applications.
- (5) Town shall endeavor to complete its review of Company's application within thirty (30) days after Town's receipt of the permit application. Prior to the expiration of the said thirty (30) day period, Town shall request any additional information that is necessary to complete its review of Company's application. Town shall issue a decision regarding Company's permit application within fifteen (15) days after receipt of the additional information. If the additional information is not sufficient to complete the review of Company's application, the Town may request additional information. Town shall issue a decision regarding the application within fifteen (15) days after receipt of all additionally requested information.
- (6) If Town has not approved or denied Company's request for a permit within:
 - (a) Thirty (30) days after receipt by Town of the permit application (if no additional information was requested by Town), or
 - (b) The timeline established in Section III(B)(5) after receipt by Town of all additional information requested by Town reasonably related to the permit request,

then upon written request by Company, the Town's department director in charge of the permit process shall, within fifteen (15) days after such written request, approve (and issue) the permit or deny the permit application in question.
- (7) Company may proceed with the placement of the facilities described in its permit application if written notice of Town's approval or denial of Company's request for a permit is not provided within the timeline pursuant to Section III(B)(6) above.
- (8) A permit application approved by the Town shall be valid for a period of time consistent with the amount of time reasonably required and submitted in the permit application for the Company to perform the work described in the permit application. Town shall grant an extension of such time as reasonably required to complete such work upon Town's receipt of Company's request in writing for such an extension, but in no case shall

the extended period exceed six (6) months from the date of such written request.

(C) Company shall install, maintain, construct, operate, remove and replace its facilities in accordance with applicable Town ordinances and so as to not unreasonably interfere with traffic or any existing (at the time of Company's initial installation of its facilities) water and wastewater lines, electric facilities, storm sewer lines, open drainage areas, cable, fiber optic cable, roadways, sidewalks, alleys, traffic control devices, public signs, or any other publicly owned or publicly franchised facility. The location of all pipes, mains, laterals, and other equipment shall be subject to approval by the Town Manager or designee prior to construction; provided however, said approval shall not be unreasonably withheld. In determining the location of new facilities of the Town and other users of Public Right-of-Way within Town, Town shall minimize interference with then-existing System Facilities of Company and agrees to work with Company and other users of Public Right-of-Way in order to minimize, to the extent reasonably possible, interference with existing System Facilities of Company by other users of the Public Right-of-Way. In determining the location of the Company's new facilities in the Town, the Company shall minimize interference with then-existing or documented planned underground structures of the Town or with existing facilities of other users of the Public Right-of-Way. In the event of a conflict between the location of the proposed System Facilities of Company and the location of the existing facilities of Town or other users of Public Right-of-Way within Public Right-of-Way which the parties involved have been unable to resolve through their good faith efforts, Town or an authorized agent of Town shall resolve the conflict and determine the location of the respective facilities within the Public Right-of-Way, subject, however, to the terms and conditions of this Ordinance and giving effect to generally accepted industry operational and safety practices.

(D) Company's property and operations within the Public Right-of-Way of the Town shall be subject to such reasonable rules and regulations of the Town as may be authorized by applicable law from time to time for the protection of the general public. The Company shall construct, maintain, and operate its System Facilities in compliance with applicable federal and state laws and regulations regarding protection of the general public. The Town shall endeavor to provide Company with reasonable notice and opportunity to review and comment upon any new or revised Town laws, rules, or regulations that impact Company's use of the Public Right-of-Way, but the failure to do so shall not affect the applicability of such laws, rules, or regulations to Company.

(E) The Town's annual and long-range capital improvements plans, as well as any updates or changes thereto, will be made available to Company upon request. Town shall notify Company as soon as reasonably possible of any projects that will affect Company's System Facilities located in the Public Right-of-Way.

(F) Any and all excavations and obstructions in and upon the Public Right-of-Way caused by the Company's operations under this Ordinance shall be repaired and removed as quickly as is reasonably possible under the circumstances. All excavations shall be repaired in a good and workmanlike manner and restored to the approximate condition that existed prior to the excavation. Replacement of sod is to be of like kind, and smoothed, shaped, rolled, and compacted for proper landscape maintenance. The public shall be protected by barriers and lights placed, erected, marked, and maintained by the Company in accordance with the standards set forth in the current Texas Manual on Uniform Traffic Control Devices, as well as any other applicable local, state, and federal requirements. Company warrants that any such restoration work performed in the Public Right-of-Way shall be in satisfactory condition for a period not to exceed two (2) years, to the extent that such restoration work has not been disturbed by other

users of the Public Right-of-Way or by acts of God. In the event that the Company fails to repair or restore an excavation site within fourteen (14) days after receipt of written notice from the Town of a deficiency, the Town may, at its option, perform the needed repair or restoration and the Company shall promptly reimburse the Town for the reasonable cost of such repair or restoration. Except for repairs, day to day maintenance, or in cases of emergency conditions, work conducted within the Public Right-of-Way shall require an approved permit issued by the Town prior to commencement of work. Company shall not be required to pay fees or bonds related to its use of the Public Right-of-Way other than in accordance with Section X hereof.

(G) The Town reserves the right to lay, and permit to be laid, any Town-owned facilities, such as stormwater, sewer, gas, water, wastewater and other pipe lines, cable, and conduits, or other improvements, and to do and permit to be done any underground or overhead work that may be necessary or proper in, across, along, over, or under Public Right-of-Way occupied by Company. The Town also reserves the right to change in any manner any Town-owned curb, sidewalk, highway, alley, public way, street, and Town-owned utility lines, storm sewers, drainage basins, drainage ditches, and other Town facilities.

(H) The Town may request that Company remove or relocate its mains, laterals, and other System Facilities lying within Public Rights-of-Way to accommodate the Town constructing, reconstructing, improving, widening, or straightening its Public Rights-of-Way, sewers, drainage, water lines, or other utilities, including modifications to sidewalks or other Public Rights-of-Way required by the Americans with Disabilities Act. Company shall do so at its own expense for System Facilities that are in conflict, unless such work is for the primary purpose of beautification or to accommodate a private developer. Company and Town agree that a project is not undertaken primarily for beautification unless more than fifty percent (50%) of the project costs are allocated to costs unassociated with those required to meet Town standards for highway, road, street, public way, or other public work, including costs associated with water, sewer, drainage, paving and subgrade, curb and gutter, and sidewalk construction. Company and Town shall jointly determine whether System Facilities are in conflict and the extent that the proposed Town facilities are determined by Town and Company to be inconsistent with gas distribution industry standard safe operating practices for existing facilities. All such relocations shall be performed in accordance with applicable Town ordinances. Following relocation, Company shall repair, according to Town specifications, clean up, and restore to the condition it was in before being disturbed, all Public Rights-of-Way disturbed during the construction and repair of its System at its expense. Company shall not be required to relocate System Facilities to a depth of greater than four (4) feet unless prior agreement is obtained from Company.

(I) When Company is required by Town to remove or relocate its mains, laterals, and other facilities lying within Public Rights-of-Way to accommodate a request by Town, and costs of utility removals or relocations are eligible under federal, state, county, local, or other programs for reimbursement of costs and expenses incurred by Company as a result of such removal or relocation, and such reimbursement is required to be handled through Town, Company costs and expenses shall be included by Town in any application by Town for reimbursement only if Town has actual or constructive notice that Company relocation costs are eligible for reimbursement and only if Company submits a request together with its cost and expense documentation to Town a reasonable time prior to the filing of the application. Town shall make all reasonable efforts to provide reasonable written notice to Company of the deadline for Company to submit documentation of the costs and expenses of such relocation to Town in order for Town to be able to submit its application for reimbursement to such program in a timely manner. Upon receipt of an amount of reimbursement intended for utility relocation including, but not limited to, gas utilities, Town shall remit to Company, within sixty (60) days of receipt, the portion of reimbursement

related to the relocation or removal of Company's facilities. In the event that the Town receives only a portion of any reimbursement costs sought and the reimbursement received is not delineated separately such that Company's eligible relocation costs are clearly noted, the Town will reimburse Company only after the Town's costs have been paid in full. When Company is required to remove or relocate any System Facility without reimbursement, Company shall have the right to seek recovery of relocation costs as provided for in applicable state and/or federal law. Nothing herein shall be construed to prohibit, alter, or modify in any way the right of Company to seek or recover a surcharge from customers for the cost of relocation pursuant to applicable state and/or federal law. If Company is required by Town to remove or relocate its mains, laterals, or other System Facilities lying within Public Right-of-Way to accommodate a private developer or for projects whose primary purpose is beautification or for any reason other than the construction, reconstruction, improving, widening, or straightening of its Public Right-of-Way, sewers, drainage, water lines, or other utilities by Town, Company shall be entitled to reimbursement from Town or others of the cost and expense of such removal or relocation. Notwithstanding the foregoing, Town shall not be responsible for reimbursement of any relocation costs if Company secures or is eligible to secure reimbursement of eligible costs from any other source other than through a statutory rate mechanism or other rate mechanism adopted by the Town. This paragraph applies exclusively to the Company's recovery of its relocation costs and, except as provided in Section X(E), nothing herein shall prohibit the Town from denying or opposing a request by Company to increase or modify its other rates, charges, fees, or tariffs.

(J) When Company is required to remove or relocate its mains, laterals or other System Facilities to accommodate construction by Town without reimbursement from Town, Company shall have the right to seek recovery of relocation costs as provided for in applicable state and/or federal law. Nothing herein shall be construed to prohibit, alter, or modify in any way the right of Company to seek or recover a surcharge from customers for the cost of relocation pursuant to applicable state and/or federal law. Town shall not oppose recovery of relocation costs when Company is required by Town to perform relocation. Town shall not require that Company document request for reimbursement as a pre-condition to recovery from customers of such relocation costs pursuant to applicable state and/or federal law. Notwithstanding the foregoing, the Town shall have the right to request other project documentation to the full extent provided by state law.

(K) If Town abandons any portion of the Public Right-of-Way in which Company has System Facilities, for public safety reasons or in furtherance of a public project, Town shall determine whether it is appropriate to retain a public utility easement in such Public Right-of-Way for use by Company. If Town determines, in its sole reasonable discretion, that the continued use of the Public Right-of-Way by Company is compatible with the abandonment of the Public Right-of-Way, then in consideration of the compensation set forth in Section XX, and to the maximum extent of its right to do so, Town shall grant Company an easement for such use, and the abandonment of the Public Right-of-Way shall be subject to the right and continued use of Company. If Town determines, in its sole reasonable discretion, that it is not appropriate to retain a public utility easement in such Public Right-of-Way, Company shall be responsible, subject to the provisions of Section III, for relocating its System from such Public Right-of-Way, as directed by Town. If Public Right-of-Way is sold, conveyed, abandoned, or surrendered by Town to a third party, such action shall be conditioned upon Company's right to maintain use of the former Public Right-of-Way. If the third party requests Company to relocate its System from the former Public Right-of-Way, and if such relocation is agreed to by Company, such relocation shall be at the expense of the party requesting same. In addition, in the event of a third party requesting the relocation, if the relocation cannot practically be made to another Public Right-of-Way, the

expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

(L) In addition to maps provided as part of the permit application process, upon request by Town made no more often than once in any 12-month period, Company shall provide maps showing the location of its primary System Facilities. In addition, Company shall cooperate in locating its System Facilities when necessary to avoid conflict and protect the health and safety of the public.

SECTION IV. **Laying of Lines in Advance of Paving**

(A) Whenever Town endeavors to pave or repave any Public Right-of-Way in which Company's System Facilities already exist, Company shall be provided the opportunity, at no expense to Town, in advance of such paving to modify such System Facilities, if defective or inadequate in size, and to lay new System Facilities, or modify same, if inadequate in size or defective, in the Public Right-of-Way.

(B) At least ninety (90) calendar days prior to the planned paving or repaving of a Public Right-of-Way, Town shall give Company written notice of the intention of Town to pave or repave any such Public Right-of-Way in which Company's System Facilities already exist. Upon receipt of such notice, Company shall initiate its review process to determine the need to modify its System Facilities, and the need to lay or modify service lines underneath the portions of the Public Right-of-Way to be paved. If Company determines such a need, Company shall promptly initiate such work and shall thereafter proceed in a good faith and workmanlike manner to completion of the necessary work within ninety (90) calendar days after receipt of the notice from the Town. Company's failure to complete the necessary work within the ninety (90) day period may be excused at the Town's discretion, if Company has promptly notified the Town of the circumstances that have caused the delay, and has requested an extension of the construction period, which request shall not be unreasonably denied.

SECTION V. **Liability Insurance & Indemnification**

(A) Company shall, at its sole cost and expense, obtain, maintain, or cause to be maintained, and provide, throughout the term of this Ordinance, insurance in the amounts, types and coverages in accordance with the following requirements. Such insurance may be in the form of self-insurance to the extent permitted by applicable law or by obtaining insurance, as follows:

- (1) Commercial general or excess liability with minimum limits of five million dollars (\$5,000,000). To the extent that coverage is maintained on a claims made form, the minimum limits are ten million dollars (\$10,000,000) per occurrence and twenty million dollars (\$20,000,000) aggregate. This coverage shall include the following:
 - (a) Products/completed operations to be maintained for a warranty period of 2 years,
 - (b) Personal and advertising injury,

- (c) Contractual liability, and
 - (d) Explosion, collapse, or underground (XCU) hazards.
- (2) Automobile liability coverage with a minimum policy limit of one million dollars (\$1,000,000) combined single limit each accident. This coverage shall include all owned, hired, and non-owned automobiles.
 - (3) Workers' compensation and employer's liability coverage. Statutory workers' compensation benefits in accordance with the statutes and regulations of the State of Texas. Company must provide the Town with a waiver of subrogation for workers' compensation claims.
 - (4) Upon request, the Company will provide proof of insurance in accordance with this Ordinance within thirty (30) days after such request. Company will not be required to furnish separate proof when applying for permits.

(B) IN CONSIDERATION OF THE GRANTING OF THIS FRANCHISE, COMPANY AGREES TO INDEMNIFY AND HOLD HARMLESS THE TOWN, ITS OFFICERS, AGENTS, AND EMPLOYEES (THE "INDEMNITEES") FROM AND AGAINST ALL SUITS, ACTIONS, LIABILITY, OR CLAIMS OF INJURY TO ANY PERSON OR PERSONS, OR DAMAGES TO ANY PROPERTY BROUGHT OR MADE FOR OR ON ACCOUNT OF ANY DEATH, INJURIES TO, OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR FOR DAMAGE TO OR LOSS OF PROPERTY ARISING OUT OF, OR OCCASIONED BY COMPANY'S INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS IN CONNECTION WITH COMPANY'S OPERATIONS, EXCEPT TO THE EXTENT SUCH SUITS, ACTIONS, LIABILITY, CLAIMS OR DAMAGES ARE CAUSED BY THE INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF ANY OF THE INDEMNITEES.

(C) This Section V does not waive any governmental immunity available to the Town under Texas law. This Section is not intended to create a cause of action or liability for the benefit of third parties, but is solely for the benefit of the Company and the Town. This Section is not intended to limit the ability of Town or Company to settle claims through mediation.

SECTION VI. **Installation of Meter**

If a meter is to be installed in or near the Public Right-of-Way, Company agrees to discuss with the Town's representative the aesthetics of the meter placement and to accommodate the request of Town to the maximum extent possible. If Town requests a meter upgrade, Company will comply so long as Town reimburses Company for the reasonable costs incurred by Company in changing meters. In no event, however, shall underground meters be required.

SECTION VII. **Rates**

Company shall furnish reasonably adequate service to the public at reasonable rates and charges therefor, and Company shall maintain its System in good order and condition. Such rates shall be established in accordance with all applicable statutes and ordinances. Company shall maintain on file with the Town copies of its current tariffs, schedules, or rates, and charges and

service rules and regulations applicable to the Town. The rates and charges collected from its customers in the Town shall be subject to revision and change by either the Town or Company in the manner provided by law.

SECTION VIII. **Extensions of Mains**

Company shall not be required to extend mains on any Public Right-of-Way more than one hundred (100) feet for any one consumer of gas; provided, however, Company is not required to extend its mains or facilities if the customer will not use gas for space heating and water heating, or the equivalent load, at a minimum.

SECTION IX. **Non-Exclusive Use**

The rights and privileges granted to Company by this Ordinance are not to be considered exclusive and Town hereby expressly reserves the right to grant, at any time, like privileges and rights as it may see fit to any other person or corporation for the purpose of furnishing gas for, but not limited to, light, heat, and power to and for Town and the inhabitants thereof.

SECTION X. **Franchise Fee and Payment**

(A) In consideration of the privilege granted by the Town to Company to use and occupy the Public Right-of-Way in the Town for the purposes stated herein, Company and its successors and assigns agree to deliver and pay to Town, and Town agrees to accept, a franchise fee in an amount equivalent to five percent (5%) of the Company's Gross Revenues as defined in Section II(D). The initial payment shall be paid to the Town by Company on or before the Due Date for the Quarter, as set forth below, in which the Effective Date occurs, and shall include Gross Revenues received by Company from the Effective Date of this Ordinance. Thereafter the Company shall pay the franchise fee quarterly as follows:

<u>Due Date</u>	<u>Quarter</u>
May 15	First (January 1 - March 31)
August 15	Second (April 1 - June 30)
November 15	Third (July 1 - September 30)
February 15	Fourth (October 1 - December 31)

(B) Each payment due during the term of this Ordinance will be made on or before the close of business on the payment due date. If any payment due date required by this Ordinance falls on a weekend or declared bank holiday, payment shall be made by the close of business on the next working day.

(C) It is expressly agreed that the franchise fee payments shall be in lieu of any and all other and additional occupation taxes, easement, franchise taxes or charges (whether levied as a special or other character of tax or charge), municipal license, permit, and inspection fees, bonds, street taxes, and street or alley rentals or charges, and all other and additional municipal taxes, charges, levies, fees, and rentals of whatsoever kind and character, including, without limitation, any charges under Chapter 182 of the Texas Tax Code (collectively, the "Other Charges") that Town may now impose or hereafter levy and collect from Company or Company's

agents, excepting only the usual general or special ad valorem taxes that Town is authorized to levy and impose upon real and personal property and Company's separate obligation to reimburse the Town for street repairs in accordance with this Ordinance. Should Town not have the legal power to agree that the payment of the franchise fees shall be in lieu of the Other Charges, then Town agrees that it will apply so much of said franchise fee payments as may be necessary to satisfy Company's obligations, if any, to pay such Other Charges.

(D) If Company fails to pay when due any payment provided for in this Section X, Company shall pay such amount plus interest consistent with the rate for customer deposits under Texas Utilities Code Section 183.003 from such due date until payment is received by Town.

(E) CoServ Gas Franchise Fee Recovery Tariff.

(1) The Company may from time-to-time file with the Town a tariff amendment(s) to provide for the recovery of the franchise fees payable by the Company under this Ordinance.

(2) Town agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by the Company.

(F) In order to determine the Gross Revenues received by Company, Company agrees that quarterly, on the same date that payment is made as provided in the preceding paragraphs of this Section X, it will provide a statement showing the amount of Gross Revenues for the period covered by the payments.

(G) Within thirty (30) days after the effective date of this Ordinance, the Town shall provide Company (at the notice address specified in Section XV) with maps clearly showing the location of the boundaries of the Town. Within thirty (30) days after Town annexes property into, or disannexes property from, the territory of Town, Town shall provide Company (at the notice address specified in Section XV) with maps clearly showing the location of the boundaries of such annexed or disannexed property. Within sixty (60) days, or such additional time as mutually agreed to by the Town and Company, after Company's receipt of (i) written notice from the Town that the Town has annexed territory into the Town and (ii) maps showing clearly the areas annexed, the Company shall revise its accounting records to include the annexed territory, and Company's customers therein, within the Town. After such time period, Gross Revenues related to Company's customers whose consuming facilities' points of delivery are located within such annexed area shall be included in the calculation of the franchise fee payable under this Ordinance. Likewise, Gross Revenues related to Company's customers whose consuming facilities' points of delivery are located in any area disannexed by Town shall cease to be included in the calculation of the franchise fee payable under this Ordinance upon the effective date of such disannexation.

SECTION XI.

Retention, Accessibility and Confidentiality of Records

(A) Company shall maintain the fiscal records and supporting documentation for Gross Revenues and the payment of franchise fees associated with this Ordinance for not less than five years.

(B) Company gives Town, its designee, or any of their duly authorized representatives, access to and the right to examine relevant books, accounts, records, audit reports, reports, files, documents, written material, and other papers belonging to or in use by Company pertaining to the franchise fee payable under this Ordinance (the "Records") during the Company's regular business hours and at the Company's principal offices upon receipt of thirty (30) days written notice from the Town. The Town's access to the Records will be limited to information needed to verify that, within the two (2) year period prior to such access to the Records, Company is and has been complying with the terms of this Ordinance with respect to payment of the franchise fees. If such an examination reveals that Company has underpaid the franchise fee to Town, then upon receipt of written notification from Town regarding the existence of such underpayment, Company shall undertake a review of Town's claim and, if said underpayment is confirmed, remit the amount of underpayment to Town, including any interest calculated in accordance with Section X(D). The cost of the audit shall be borne by Town unless the Company is finally determined to have underpaid the franchise fee by five percent (5%) or more, in which case the reasonable costs of the audit shall be immediately reimbursed to the Town by Company. The rights to access the Records shall terminate two (2) year(s) after the termination or expiration of this Ordinance. Company agrees to maintain the Records in an accessible location.

(C) Any information that is not required by law to be made public shall be kept confidential by Town. The Town shall provide notice to Company of any request for release of information previously designated by Company as proprietary or confidential non-public information prior to releasing the information so as to allow Company adequate time to pursue available remedies for protection. If the Town receives a request under the Texas Public Information Act that includes Company's previously designated proprietary or confidential information, Town agrees to request an opinion from the Texas Attorney General as to the confidential or the proprietary nature of the information. The Town also will provide Company with notice of the request, and thereafter Company is responsible for establishing that an exception under the Texas Public Information Act allows the Town to withhold the information.

SECTION XII.

Renegotiation

If either the Town or Company requests renegotiation of any term of this Ordinance, Company and Town agree to renegotiate in good faith revisions to any and all terms of this Ordinance. If the parties cannot come to agreement upon any provisions being renegotiated, then the existing provisions of this Ordinance will continue in effect for the remaining term of the Ordinance.

SECTION XIII.

Termination

(A) The Town, in accordance with subsection (B) of this Section XIII, may terminate this Ordinance and all rights and privileges pertaining thereto, in the event that the Company violates any material provision of this Ordinance (an "Event of Default").

(B) **Uncured Events of Default.**

- (1) Upon the occurrence of an Event of Default which can be cured by the immediate payment of money to Town or a third party, Company shall have thirty (30) days (or such additional time as may be agreed to by the Town)

after receipt of written notice from Town of an occurrence of such Event of Default to cure same before Town may exercise any of its rights or remedies pursuant to Section XIII(C).

- (2) Upon the occurrence of an Event of Default by Company which cannot be cured by the immediate payment of money to Town or a third party, Company shall have sixty (60) days (or such additional time as may be agreed to by the Town) after receipt of written notice from Town of an occurrence of such Event of Default to cure same before Town may exercise any of its rights or remedies pursuant to Section XIII(C).
- (3) If the Event of Default is not cured within the time period allowed for curing the Event of Default as provided for herein, such Event of Default shall, without additional notice, become an Uncured Event of Default, which shall entitle Town to exercise the remedies pursuant to Section XIII(C).

(C) Remedies. Upon receipt of a notice of an alleged Uncured Event of Default as described in Section XIII(B), which notice shall specify the alleged failure with reasonable particularity, the Company shall, within the time periods specified in Section XIII(B) or such longer period of time as may be agreed to by the Town, either cure such alleged failure or, in a written response to the Town, present facts and arguments in refuting or defending such alleged failure, or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure. In the event that such cure is not forthcoming or the Town determines that an unexcused "Uncured Event of Default" has occurred, Town shall be entitled to exercise any and all of the following cumulative remedies:

- (1) The commencement of an action against Company at law for monetary damages.
- (2) The commencement of an action in equity seeking injunctive relief or the specific performance of any of the provisions, which as a matter of equity, are specifically enforceable.
- (3) The termination of the franchise granted herein.

(D) Remedies Not Exclusive. The rights and remedies of Town and Company set forth in this Ordinance shall be in addition to, and not in limitation of, any other rights and remedies provided by law or in equity. Town and Company understand and intend that such remedies shall be cumulative to the maximum extent permitted by law and the exercise by a party of any one or more of such remedies shall not preclude the exercise by such party, at the same or different times, of any other such remedies for the same failure to cure. However, notwithstanding this Section or any other provision of this Ordinance, Town shall not recover both liquidated damages and actual damages for the same violation, breach, or noncompliance, either under this Section or under any other provision of this Ordinance.

(E) Termination. The franchise granted herein may be terminated only in accordance with the provisions of Section XIII(C). Town shall notify Company in writing at least thirty (30) business days in advance of the Town Council meeting at which the questions of termination shall be considered, and Company shall have the right to appear before the Town Council in person or by counsel and raise any objections or defenses Company may have that are relevant to the proposed forfeiture or termination. The final decision of the Town Council may be appealed to

any court or regulatory authority having jurisdiction within thirty (30) days after the date of the Town Council meeting at which such final decision is made. Upon timely appeal by Company of the Town Council's decision terminating the franchise granted herein, the effective date of such termination shall be either when such appeal is withdrawn or a court order upholding the termination becomes final and unappealable. If no appeal is filed, the effective date of such termination shall be the thirtieth (30th) day following the date of the final termination decision of the Town Council. Until the termination becomes effective, the provisions of this Ordinance shall remain in effect for all purposes.

SECTION XIV. **Successors and Assigns**

Company's rights under this Ordinance shall not be assigned or transferred without the written consent of the Town, which consent shall not be unreasonably withheld; provided, however, that Company may assign its rights under this Ordinance to a parent, subsidiary, affiliate or successor entity without such consent, so long as such parent, subsidiary, affiliate or successor (i) assumes all obligations of Company hereunder, and (ii) is bound to the same extent as Company hereunder. Company shall give the Town sixty (60) days prior written notice of any assignment to a parent, subsidiary, affiliate or successor entity. Any required consent shall be expressed by an ordinance that fully recites the terms and conditions, if any, upon which such consent is given. Any assignment or transfer effected prior to the Town's approval thereof, if required, shall authorize the Town to treat such assignment or transfer as an Uncured Event of Default and immediately implement the provisions of Section XIII, including the right to terminate the franchise granted herein.

SECTION XV. **Notices**

Any notice required or permitted to be delivered hereunder shall be deemed received if: (i) delivered in person to the applicable address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the applicable address set forth below; or (iii) delivered to such party by courier receipted delivery to the applicable address set forth below. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is deemed received by the other party as provided above, the last address of such party designated for notice shall remain such party's address for notice.

If intended for the Town:

Town of Flower Mound, Texas
Attention: Town Manager
2121 Cross Timbers Road
Flower Mound, Texas 75028

If intended for the Company:

CoServ Gas, Ltd.
Attention: President
7701 S. Stemmons Freeway

Corinth, Texas 76210

SECTION XVI.
Severability; Amendment; Ordinance Controlling

It is the intention of the Town Council that this Ordinance, and every provision thereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision or portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this Ordinance. Both the Company and the Town expressly recognize that this Ordinance creates a binding and enforceable contract between them, which contract may not be amended without written consent of both the Company and the Town. Should any inconsistency or conflict exist now or in the future between the provisions of this Ordinance and the Town's charter or another ordinance or ordinances, then the provisions of this Ordinance shall control to the extent of such inconsistency or conflict to the extent not prohibited by law.

SECTION XVII.
Governing Law

This Ordinance shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. This Ordinance is performable in Denton County, Texas, and exclusive venue for any action concerning this Ordinance, the transactions contemplated hereby or the liabilities or obligations imposed hereunder shall be in the State District Court of Denton County, Texas.

SECTION XVIII.
No Waiver

Either Town or Company shall have the right to waive any requirement contained in this Ordinance, which is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Ordinance shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or a different type of breach or violation.

SECTION XIX.
Paragraph Headings; Construction

The paragraph headings contained in this Ordinance are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the preparation of this Ordinance and this Ordinance shall not be construed either more or less strongly against or for either party.

SECTION XX.
Acceptance; Effective Date

In order to accept the franchise granted herein, the Company must evidence its written acceptance of the terms and conditions of this Ordinance by executing and delivering to the Town, within thirty (30) days after the Town provides written notice to Company of the final adoption of this Ordinance by the Town, a letter in the form of Exhibit A attached hereto and incorporated

herein. Upon and subject to such written acceptance, this Ordinance shall become effective as of the first day of the calendar month that is not less than sixty (60) days after the final adoption of this Ordinance by the Town (such date being the "Effective Date") and this Ordinance shall, as of the Effective Date, supersede and replace any and all preceding franchise ordinances of Town applicable to the Company.

SECTION XXI.
Publication Section

The Town Secretary will, after its passage, publish the full text of this Ordinance in the official Town newspaper once each week for two consecutive weeks, at the expense of Company.

**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
_____, 2020.**

APPROVED:

Steve Dixon, MAYOR

EXHIBIT "A"

CoServ Acceptance of Franchise Ordinance

[DATE]

Town of Flower Mound
Attention: Town Secretary
2121 Cross Timbers Rd.
Flower Mound, Texas 75028

RE: CoServ Gas Franchise; Ordinance No. _____

This letter certifies that CoServ Gas, Ltd. accepts and agrees to be contractually bound by the terms and conditions of Ordinance No. _____, a copy of which is attached hereto as Exhibit A.

COSERV GAS, LTD.

By: CoServ Natural, L.L.C.,
its general partner

By: _____
Printed Name: _____
Title: _____



TOWN COUNCIL AGENDA ITEM NO. 2

CONSENT ITEM

DATE: February 3, 2020

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council; and Crime Control and Prevention District Special meeting on December 16, 2019, and approval of the minutes from a regular meeting of the Town Council on January 14, 2020.

BACKGROUND INFORMATION: The Town Council held a regular meeting of the Town Council; and Crime Control and Prevention District Special meeting on December 16, 2019. The Town Council also held a regular meeting on January 14, 2020.

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 12.16.19
2. Draft minutes 1.14.20

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

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING, AND CRIME CONTROL AND PREVENTION DISTRICT SPECIAL MEETING, HELD ON THE 16TH DAY OF DECEMBER 2019, IN THE FLOWER MOUND TOWN HALL, LOCATED AT 2121 CROSS TIMBERS ROAD IN THE TOWN OF FLOWER MOUND, COUNTY OF DENTON, TEXAS AT 6:00 P.M.

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

The Town Council met in a regular meeting with the following members present:

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

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

Theresa Scott	Town Secretary
Bryn Meredith	Town Attorney
Jimmy Stathatos	Town Manager
Debra Wallace	Deputy Town Manager/CFO
Tommy Dalton	Assistant Town Manager
Lexin Murphy	Director of Planning Services
Tiffany Bruce*	Executive Director of Public Works
JP Walton*	Assistant to the Town Manager

**Attended part of the meeting*

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.

D. PUBLIC COMMENT

There were no speakers.

E. PRESENTATIONS

1. Announcement and Presentation of 2019 Outstanding Citizenship Award(s)

Don McDaniel, Outstanding Citizenship Award Chair, presented the following awards:

Individual Category: Angie Cox

Group Category: Cross Timbers Rotary Club

Lifetime Achievement Award: Albert Picardi

2. Presentation and Discussion of the 2019 Resident Survey results

Mr. Walton gave a presentation identifying or noting:

- How the survey was conducted
- Results summary
 - o Overall quality of life
 - o Town services
 - o Survey conclusions

F. ANNOUNCEMENTS

Mayor Dixon announced that the Town is in a friendly competition with Lewisville and Highland Village to raise money for the Salvation Army on Saturday, December 23rd from 11am – 8pm at Kroger (Cross Timbers @ FM 2499).

He also announced that the Town was recently recognized by the Government Finance Officers Association (GFOA) for excellence in the Comprehensive Annual Finance Report (CAFR).

Councilmember Pierson announced that the Seniors in Motion have published their 2020 event calendar and encouraged the seniors to take advantage of the programs offered.

Mayor Dixon and several members of Council extended well wishes for the Christmas holidays.

G. TOWN MANAGER'S REPORT

Mr. Stathatos provided an update on the following projects:

1. Capital improvement projects
 - Traffic signal at Hwy 377 and Canyon Falls
 - Pink Evening Primrose trail connection
 - Gibson Grant log cabin
 - Fire station # 7
2. Economic Development projects
 - New business openings or coming soon
 - River Walk update (restaurant row)
 - Lakeside DFW condo tower
3. Cybersecurity incident closure

Ms. Wallace provided a report on a fraud incident the Town experienced, as well as the outcome.

H. FUTURE AGENDA ITEMS

1. No request for future agenda items.

I. COORDINATION OF CALENDARS

Mayor Dixon announced the following meeting dates and there was consensus to cancel the January 16th work session.

1. A regular meeting is scheduled for Monday, January 6, 2020.
2. Propose cancelling the work session scheduled for Thursday, January 16.
3. The regular meeting for Monday, January 20, has been canceled in observance of the Martin Luther King holiday.

J. CONSENT ITEMS

1. Consider approval of the minutes from a regular meeting of the Town Council held on December 2, 2019.
2. Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2018, and ending on September 30, 2019, as adopted by Ordinance No. 30-18 and amended by Ordinance No. 39-18 and Ordinance No. 25-19 for adjustments to the General Fund, Stormwater Utility Fund, Parks & Recreation Special Activities Fund and Hotel Occupancy Tax Fund.

ORDINANCE NO. 63-19

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2018, AND ENDING ON SEPTEMBER 30, 2019, AS ADOPTED BY ORDINANCE NO. 30-18 AND AMENDED BY ORDINANCE NO. 39-18 and 25-19, BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL FUND, STORMWATER UTILITY FUND, PARKS AND RECREATION SPECIAL ACTIVITIES FUND AND HOTEL OCCUPANCY TAX FUND; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

3. Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2019, and ending on September 30, 2020, as adopted by Ordinance No. 50-19 for adjustments to the General Fund, Stormwater Utility Fund, Tree Preservation Fund and Vehicle and Equipment Replacement Fund.

ORDINANCE NO. 64-19

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2019, AND ENDING ON SEPTEMBER 30, 2020, AS ADOPTED BY ORDINANCE NO. 50-19, BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL

FUND, STORMWATER UTILITY FUND, TREE PRESERVATION FUND, AND VEHICLE AND EQUIPMENT REPLACEMENT FUND; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

4. Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider approval of a resolution amending the Town of Flower Mound Crime Control and Prevention District budget for the fiscal year beginning on October 1, 2019, and ending on September 30, 2020, as adopted by Resolution No. 16-19.

RESOLUTION NO. 29-19

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ACTING AS THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND CRIME CONTROL AND PREVENTION DISTRICT, AMENDING THE BUDGET FOR THE TOWN OF FLOWER MOUND CRIME CONTROL AND PREVENTION DISTRICT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019, AND ENDING SEPTEMBER 30, 2020, AS ADOPTED BY RESOLUTION NO. 16-19; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

5. Consider approval of the Town Network Active Directory Upgrade in the amount of \$19,000.00
6. Consider approval of a contract with Blue Cross and Blue Shield of Texas in the amount of \$818,936 for reinsurance coverage for the Town's Group Health Plan.
7. Consider approval for the purchase and roll out service of desktop and laptop computers, ruggedized laptop computers and peripherals from Dell, in the amount of \$162,825.48
8. Consider approval of a Professional Services Agreement for monthly gas well pad site air monitoring by Modern Geosciences, LLC, in the amount of \$120,000.00; and authorization for the Mayor to execute same on behalf of the Town.
9. Consider approval of the purchase of five (5) new Dodge Durango Pursuit Vehicles with Equipment Installed per Town of Flower Mound Specifications and Vendor Quote from Grapevine Dodge Chrysler Jeep and Upfit Equipment/Installation Quotes with Specifications from Defender Supply for Police Services in the amount of \$180,879.00.
10. Consider approval of the purchase of two (2) 2020 Ford F150 Extended Cab Short Bed Pickup Trucks with options per Town of Flower Mound Specifications and Quote from Sam Pack's Five Star Ford, in the amount of \$56,918.00.
11. Consider approval of an amendment the professional services agreement for the restoration of the Gibson Grant Log House Project with McCoy Collaborative Preservation Architecture, PLLC., in the amount of \$116,005.00, for a total fixed fee of \$204,025.00; and authorization for the Mayor to execute the same on behalf of the Town.

12. Consider approval of a Professional Services Agreement with Halff Associates, Inc., for the design phase services associated with the Pink Evening Primrose Trail Connection (Bridge & Trail from Gaston Park to Timber Trails Park) project, in the amount of \$59,190.00; and authorization for the Mayor to execute same on behalf of the Town.
13. Consider approval of a Professional Services Agreement with Kimley-Horn and Associates, Inc., for design phase services associated with the Stonehill Pump Station Discharge Valve Replacement & Stonehill Pump Station 10 MG Ground Storage Tank Rehabilitation project, in the amount of \$88,500.00; and authorization for the Mayor to execute same on behalf of the Town.
14. Consider approval of a Professional Services Agreement with Pacheco Koch Consulting Engineers, Inc., for the design phase services associated with the Colonial Drive Reconstruction Phase II (Whitney Lane to Homestead Drive) project, in the amount of \$153,639.50; and authorization for the Mayor to execute same on behalf of the Town.
15. Consider approval of a Professional Services Agreement with Criado & Associates, Inc., for the design phase services associated with the Edgefield Trail Reconstruction (Wood Creek Drive to Timber Valley Drive) project, in the amount of \$92,748.00; and authorization for the Mayor to execute same on behalf of the Town.
16. Consider approval of the 2019 Annual Report for the Flower Mound Tax Increment Reinvestment Zone #1 (TIRZ #1) in accordance with Chapter 311 of the Texas Tax Code.

Mayor Pro Tem Sharma moved to approve by consent Items 1 – 16, as presented in the agenda caption. Deputy Mayor Pro Tem Forest seconded the motion. Each item, as approved by consent, is restated above, and if applicable, the Ordinance or Resolution caption for each, for the record.

VOTE ON MOTION:

Motion passed

AYES: BUMGARNER, FOREST, SHARMA, ENGEL, PIERSON

NAYS: NONE

K. REGULAR ITEMS

17. Public Hearing to consider an ordinance for rezoning (ZPD19-0009 - Windsor Professional Centre) to amend Planned Development District No. 92 (PD-92) with Office District (O) uses, to add the Health club or athletic club use as a permitted use for Lot 4, only. The property is generally located north of Windsor Centre Drive and west of Long Prairie Road. (The Planning and Zoning Commission recommended denial by a vote of 6 to 0 at its November 11, 2019, meeting.) (The Town Council moved on December 2, 2019, to postpone until the December 16, 2019, meeting.)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- General and detailed location
- Land use and zoning
- Exhibit "B" Development Standards (permitted use applicant wishes to add)
- Site photos (access, adjacency)
- Approved site plan

and she responded to the following questions from Council:

- Does the occupancy of 6 include staff
- What can be done to address the parking ratio concerns for future applicants
- When this was presented to P & Z what was the number of people allowed based on the size of the center
- How many parking spaces are allowed by code for this type of use and is it the normal or shared model
- How large is the building overall and how many parking stalls were required/provided

Applicant Presentation

Karen and Lloyd Young

Mr. and Mrs. Young gave a presentation identifying or noting:

- The Exercise Coach concept
- Proposed location and photos of the site
- Site plan
- Zoning
- Community participation

and they responded to the following questions from Council:

- Did the owner of the building have discussions with neighboring businesses within the center; and if so, what information was conveyed to them regarding occupancy
- Clarification regarding the business classification as a wellness center as that's already permitted as a use
- Have they operated other businesses like this one

Mayor Dixon opened the Public Hearing at 7:07 p.m.

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

Support: Comments/Questions	Opposition: Comments/Questions	Question(s)/Comments Only
None	Phillip Sterling, Property Owner, 4325 Windsor	Jennifer Davis, Property Manager at 4401 Long Prairie

Mayor Dixon closed the Public Hearing at 7:11 p.m.

Council Deliberation/Discussion

There was Council discussion or deliberation regarding:

- Parking concerns
- Possibly of sending the item back to P & Z for additional consideration
- How building uses change over time and that might create additional traffic flow that doesn't allow for enough parking
- There was Council direction for staff to review medical parking ratios to provide some guidance or update the ordinance to address situations where building uses change that might warrant higher parking ratios

- Possibility of agreements with neighboring businesses for parking

Mayor Pro Tem Sharma moved to deny ZPD19-009 – Windsor Professional Centre. Councilmember Bumgarner seconded the motion.

VOTE ON MOTION:

Motion passed (to deny)

AYES: PIERSON, ENGEL, SHARMA, BUMGARNER

NAYS: FOREST

18. Public Hearing to consider an ordinance granting Specific Use Permit No. 460 (SUP19-0009 – Jungle Castle) to permit an amusement and recreation (indoors) use. The property is generally located south of Flower Mound Road and west of Long Prairie Road. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its December 9, 2019, meeting.)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- General and detailed location
- Land use and zoning
- Approved site plan
- Photos of the site
- Approved landscape plan
- Approved elevations
- Proposed SUP Conditions

Applicant Presentation

Arana (only first name provided)

Arana gave a presentation identifying or noting:

- background information about the business operations
- picture of what the playground would look like
- No noise issues
- Safety is important
- Competition analysis
- Project revenue, cost, and profit

and she responded to the following questions from Council:

- Is the business a franchise

Mayor Dixon opened the Public Hearing at 7:36 p.m. No one spoke. Mayor Dixon closed the Public Hearing at 7:36 p.m.

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

ORDINANCE NO. 65-19

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, LAND DEVELOPMENT REGULATIONS, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY APPROVING SPECIFIC USE PERMIT NO. 460 (SUP-460) FOR AN AMUSEMENT AND RECREATION (INDOORS) FACILITY ON CERTAIN PROPERTY DESCRIBED AS 4.34 ACRES OF LAND AND BEING ALL OF LOT 4RB, BLOCK A, OF THE FLOWER MOUND RETAIL CENTER ADDITION AND ZONED PLANNED DEVELOPMENT DISTRICT NO. 37 (PD-37) 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.

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

19. Public Hearing to consider an ordinance amending the Land Development Regulations (LDR19-0008 – Park Credit Update) by amending Chapter 90 entitled “Subdivisions,” of the Town's Code of Ordinances to clarify the requirements of the park credit option for parkland dedication within the Town of Flower Mound. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its December 9, 2019, meeting.)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- Previous discussion summary
- Proposed updates

and she responded to questions from Council regarding:

- Unusable land clarification

Mayor Dixon opened the Public Hearing at 7:44 p.m. No one spoke. Mayor Dixon closed the Public Hearing at 7:44 p.m.

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

ORDINANCE NO. 66-19

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 90-443(d) “CHARACTER AND MINIMUM DEDICATION” OF DIVISION 8 AND SECTION 90-449 “PARK CREDIT OPTION” OF DIVISION 8 TO CLARIFY PARK STANDARD REQUIREMENTS WHEN USING THE PARK CREDIT OPTION FOR PARKLAND DEDICATION; PROVIDING A SEVERABILITY

CLAUSE; PROVIDING A SAVINGS CLAUSE; REPEALING ALL CONFLICTING ORDINANCES; 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

20. Public Hearing to consider an ordinance amending the General Ordinances and Land Development Regulations (LDR19-0009 – Fencing Update) by amending Chapter 14 entitled “Buildings and Building Regulations,” and Chapter 98 entitled “Zoning,” of the Town's Code of Ordinances to create clarifying definitions and standards for fences and walls within the Town of Flower Mound. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its December 9, 2019, meeting.)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- Previous discussion
- Proposed updates
- Examples (photos)

and she responded to the following questions or comments from Council:

- Clarification regarding:
 - o fence height limitations on key lots (i.e. 4 feet)
 - o the definition of established front yard
 - o parallel fencing
- Is the fence height and visibility issue similar to what was experienced at Bella Strada
- Is there anything in the code that requires the subdivision markers to remain

Mayor Dixon opened the Public Hearing at 8:07 p.m. No one spoke. Mayor Dixon closed the Public Hearing at 8:07 p.m.

Deputy Mayor Pro Tem Forest moved to approve as presented, with the understanding that staff would bring forward a future item to address subdivision markers. Mayor Pro Tem Sharma seconded the motion.

ORDINANCE NO. 67-19

AN ORDINANCE OF TOWN COUNCIL THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 14, “BUILDINGS AND BUILDING REGULATIONS” OF THE TOWN’S CODE OF ORDINANCES, SECTION 14-513, “DEFINITIONS” TO ADD THE DEFINITION FOR A GLOBAL FENCE PERMIT, AND AMEND THE DEFINITION FOR PERIMETER FENCE; AMENDING SECTION 14-541, “ENUMERATION” PROVIDING ADDITIONAL STANDARDS; AMENDING CHAPTER 74, “GENERAL PROVISIONS” OF THE TOWN’S CODE OF ORDINANCES, SECTION 74-3, “DEFINITIONS” TO ADD A DEFINITION FOR ESTABLISHED FRONT YARD; AMENDING CHAPTER 98, “ZONING” OF THE TOWN'S CODE OF ORDINANCES, THE COMPREHENSIVE ZONING ORDINANCE OF THE TOWN, SECTION 98-1142, "FRONT YARD FENCE HEIGHT AND VISIBILITY" TO RENAME THE SECTION TO “FENCE HEIGHT AND VISIBILITY”,

AND AMENDING THE SECTION TO PROVIDE ADDITIONAL STANDARDS FOR KEY LOT FENCES, AND PROVIDE AN EXCEPTION FOR FENCE HEIGHT OR MATERIALS; AMENDING SECTION 98-1143, "PERIMETER AND OPEN SPACE WALLS AND FENCES", PROVIDING A REPLACEMENT OPTION FOR FENCES AND WALLS IN NEIGHBORHOODS WITHOUT AN ESTABLISHED HOA OR PLANNED DEVELOPMENT STANDARDS; AMENDING APPENDIX A, "FEE SCHEDULE", PROVIDING A FEE OF \$150.00 FOR A GLOBAL FENCE PERMIT; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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 8:08 p.m. on December 16, 2019, 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, and economic development negotiations, and reconvened into an open meeting at 8:43 p.m. on December 16, 2019, to take action on the items as follows:

a. Consultation with Attorney.

1. Short-term rental regulations
No action.

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

Mayor Pro Tem Sharma moved to authorize staff to purchase the right of way property in association with the Peters Colony Road Roundabout project and to negotiate for the purchase of the right of way property up to the settlement amount described in the document and authorization of the Town Manager or his designee to close on the right of way property should a settlement be reached to pay all costs associated with said closing in addition to the purchase price of the right of way property and to execute all necessary documents at closing on behalf of the Town. Deputy Mayor Pro Tem Forest seconded the motion.

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

- 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.

No action.

O. ADJOURN REGULAR MEETING

Mayor Dixon adjourned the meeting at 8:44 p.m. on Monday, December 16, 2019, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

STEVE DIXON, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING, HELD ON THE 14TH DAY OF JANUARY 2020, IN THE FLOWER MOUND TOWN HALL, LARGE CONFERENCE ROOM, LOCATED AT 2121 CROSS TIMBERS ROAD IN THE TOWN OF FLOWER MOUND, COUNTY OF DENTON, TEXAS AT 6:00 P.M.

Administrative Note: No Council action was taken and the meeting was held in accordance with Section 3.08 of the Town Charter.

The Town Council met in a regular meeting with the following members present:

Claudio Forest	Deputy Mayor Pro Tem
Jim Pierson	Councilmember Place 1
Ben Bumgarner	Councilmember Place 3

constituting a quorum with the following members absent:

Steve Dixon	Mayor
Sandeep Sharma	Mayor Pro Tem
Jim Engel	Councilmember Place 4

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

Theresa Scott	Town Secretary
Jimmy Stathatos	Town Manager
Debra Wallace	Deputy Town Manager/CFO
Tommy Dalton	Assistant Town Manager

A. CALL REGULAR MEETING TO ORDER

Deputy Mayor Pro Tem Forest called the regular meeting to order at 6:05 p.m.

B. PUBLIC COMMENT

There were no speakers.

C. PRESENTATIONS

1. Welcome and Introductions (Flower Mound Citizens Academy (FMCA) Participants) - Purpose, objectives, schedule overview, expectations, housekeeping, questions
FMCA participants introduced themselves and Ms. Scott provided an overview of the program.

D. ADJOURN REGULAR MEETING

Deputy Mayor Pro Tem Forest adjourned the meeting at 6:29 p.m. on Tuesday, January 14, 2020, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

CLAUDIO FOREST, DEPUTY MAYOR PRO TEM

ATTEST:

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: February 3, 2020

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of a resolution of the Town of Flower Mound, Texas calling for a General Election to be held on May 2, 2020, for the offices of Town Council Place 2, and Town Council Place 5.

BACKGROUND INFORMATION: The Town's General Election will be held on the first Saturday in May in accordance with state law. Council Member Place 2, and Council Member Place 5 shall be elected at the General Election, and each for a three-year term.

The Town Secretary's Office is responsible for conducting municipal elections as prescribed by the Texas Election Code. In accordance with Section 271.002 of the Texas Election Code, the Town's election will be conducted jointly with other political subdivisions in Denton and Tarrant County. The proposed resolution calls for the May 2, 2020, election, and establishes the procedures for the election.

The attached resolution proposes the Community Activity Center (CAC) serve as the Flower Mound early voting location, and the Senior Center on Election Day. Both the Municipal Court and Library facilities are not available due to being remodeled.

LISD was contacted about the location change and has no objections.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$14,400.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$ 12,600.00	100-610-10300-5110
\$ 1,800.00	100-610-10300-5040

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

LEGAL REVIEW: The resolution document previously prepared by Taylor, Olson, Adkins, Sralla, & Elam L.L.P. in 2019, was used to draft this resolution. No alternation to the legal content of this resolution was made.

ATTACHMENTS:

1. Draft resolution

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

TOWN OF FLOWER MOUND

RESOLUTION NO. ____

A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS CALLING FOR A GENERAL ELECTION TO BE HELD ON MAY 2, 2020, FOR THE OFFICES OF TOWN COUNCIL PLACE 2, AND PLACE 5, ESTABLISHING PROCEDURES FOR THOSE ELECTIONS; 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, Section 41.001 of the Texas Election Code (the "Code") specifies that the first Saturday in May shall be a "uniform election date" and that a general election of a Town may be held on such day; and,

WHEREAS, state law and the charter of the Town of Flower Mound require that a general election be held; and,

WHEREAS, by this Resolution, it is the intention of the Town Council to officially call the general election and establish the election procedures for that election.

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

SECTION 1

GENERAL ELECTION CALLED: A general election shall be held in the Town of Flower Mound, Texas, on Saturday, May 2, 2020, between the hours of 7:00 a.m. and 7:00 p.m. at which the following officers will be elected:

COUNCIL MEMBER, PLACE 2 – For a three year term ending May, 2023

COUNCIL MEMBER, PLACE 5 – For a three year term ending May, 2023

The election precincts and voting places of said election shall be as set forth in *Exhibit A* of this Resolution.

SECTION 2

APPLICATION FOR A PLACE ON THE BALLOT: Any eligible and qualified person shall have their name printed upon the official ballot as a candidate for the offices herein set forth by filing their sworn application with the Town Secretary not earlier than January 15, 2020, and not later than 5:00 p.m. February 14, 2020. The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing by the Town Secretary. Notice of the time and place for such drawing shall be given in accordance with the Code.

SECTION 3

AGREEMENT WITH DENTON AND TARRANT COUNTIES: Prior to the election, the Town anticipates that it will enter into an agreement for election services with Denton and Tarrant Counties. The Mayor is hereby authorized to execute agreements with Denton County and Tarrant County for the conduct of the election in accordance with Chapter 31, Subchapter D of the Texas Election Code and other applicable statutes and laws.

SECTION 4

APPOINTMENT OF ELECTION JUDGES AND ALTERNATE ELECTION JUDGES: Election judges for the general election shall be appointed by Denton County and Tarrant County respectively as authorized by Chapter 271, of the Texas Election Code.

SECTION 5

(a) **EARLY VOTING- DENTON COUNTY:** The Denton County Elections Administrator is designated the Early Voting Clerk. Additional Deputy Early Voting Clerks may be appointed, as provided in the Agreement.

Early Voting by personal appearance shall be conducted beginning on April 20, 2020, and continuing through April 28, 2020, at the Flower Mound Community Activity Center, 1200 Gerault Rd., Flower Mound, Texas, Chill Zone Room, or at the Denton County Main Early Voting site located at 701 Kimberly Dr., Ste. 111, Denton, Texas on the following days and times:

Date	Time
April 20 – April 25 (Monday – Saturday)	8:00 a.m. – 5:00 p.m.
April 27 – April 28 (Monday – Tuesday)	7:00 a.m. – 7:00 p.m.

Additional early voting will be conducted at locations throughout Denton County as established by the Denton County Joint Election Agreement. If there is any discrepancy between this resolution and the Agreement as to early voting locations or times, the Agreement shall control.

(b) Applications for early voting by mail in Denton County may be delivered to the Early Voting Clerk, P.O. Box 1720, Denton Texas 76202, FAX 940-349-3201 email: elections@dentoncounty.com to be received not later than the close of business on April 21, 2020. The Town Secretary is directed to forward the applications and ballots to the Election Administrator as provided in the Joint Election Agreements.

(c) **EARLY VOTING - TARRANT COUNTY:** The Tarrant County Elections Administrator is designated the Early Voting Clerk. Additional Deputy Early Voting Clerks may be appointed, as provided in the Tarrant County Joint Election Agreement.

Early Voting by personal appearance shall be conducted beginning on April 20, 2020, and continuing through April 28, 2020, at the REC of Grapevine, Active Adult Hallway, 1175 Municipal Way, Grapevine, Texas or at the Tarrant County Main Early Voting site located at 2700 Premier Street, Fort Worth, Texas 76111 on the following days and times:

Date	Time
April 20 - 24 (Monday – Friday)	8:00 a.m. – 5:00 p.m.
April 25 (Saturday)	7:00 a.m. – 7:00 p.m.
April 26 (Sunday)	11:00 a.m. – 4:00 p.m.
April 27 – 28 (Monday – Tuesday)	7:00 a.m. – 7:00 p.m.

Additional early voting will be conducted at locations throughout Tarrant County as established by the Tarrant County Joint Election Agreement. If there is any discrepancy between this resolution and the Agreement as to early voting locations or times, the Agreement shall control.

(d) Applications for early voting by mail in Tarrant County may be delivered to the Early Voting Clerk, 2700 Premier Street, Fort Worth, Texas 76111, FAX: 817-831-6118, email: votebymail@tarrantcounty.com to be received not later than the close of business on April 21, 2020. Early Voting ballots for Tarrant County shall be mailed to Early Voting Clerk, P.O. Box 961011, Fort Worth, Texas, 76161-0011. The Town Secretary is directed to forward the applications and ballots to the Election Administrator as provided in the Joint Election Agreements.

(e) Early voting both by personal appearance and by mail shall be canvassed by the Early Voting Ballot Board, which is hereby created. The Presiding Election Judge and the Alternate Presiding Judge will be appointed by the Denton and Tarrant County Election Administrators as permitted by law. The presiding judge shall appoint elections clerks as may be necessary for the proper conduct of the election. The election judge, or the alternative election judge, in the absence of the election judge, and the election clerks shall constitute the early voting ballot board to process early voting results from the election. The election judge and the alternate election judge must be eligible to serve in accordance with state law, and the election clerks shall be qualified voters of the Town. To the extent required by law, those persons designated by Denton and Tarrant Counties as election officers and clerks are hereby appointed by the Town.

METHOD OF VOTING:

Denton County:

Early voting in Denton County shall be conducted using Denton County's Hart Verity Voting System. All expenditures necessary for the conduct of the election, the purchase of materials therefor, and the employment of all election officials are hereby authorized, and shall be conducted in accordance with the Election Code.

Tarrant County:

Early voting in Tarrant County by personal appearance shall be conducted exclusively on Tarrant County's eSlate electronic voting system. On Election Day, voters shall have a choice between voting on the eSlate electronic voting system or by a paper ballot that is scanned at the polling place using Tarrant County's eScan voting system. All expenditures necessary for the conduct of the election, the purchase of materials therefor, and the employment of all election officials are hereby authorized, and shall be conducted in accordance with the Election Code.

SECTION 6

ELECTION DAY: Voting shall be conducted between the hours of 7:00 a.m. and 7:00 p.m. on Saturday, May 2, 2020, and see Exhibit A for the polling location.

SECTION 7

GOVERNING LAW AND QUALIFIED VOTERS: The election shall be held in accordance with the Constitution of the State of Texas and the Code, and all resident qualified voters of the Town shall be eligible to vote at the election.

SECTION 8

PUBLICATION AND POSTING OF NOTICE OF ELECTION: Notice of the election shall be published in accordance with Chapter 4 of the Election Code.

SECTION 9

RUN-OFF ELECTION: In the event no candidate receives a majority of votes for an office, there shall be a run-off election held on Saturday, June 13, 2020.

SECTION 10

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

SECTION 11

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ON THIS THE 3RD DAY OF FEBRUARY, 2020.

APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT A**Polling Places****Early Voting – Denton County**

Precinct Number(s): 3024, 3025, 3026, 3027, 3028, 3029, 3030, 3031, 3033, 4023, 4024, 4025, 4026, 4027, 4028, 4029

Polling Place: Flower Mound Community Activity Center, 1200 Gerault Rd, Chill Zone Room, Flower Mound

Date	Time
April 20 – April 25 (Monday – Saturday)	8:00 a.m. – 5:00 p.m.
April 27 – April 28 (Monday – Tuesday)	7:00 a.m. – 7:00 p.m.

Other polling places in Denton County will be determined in accordance with the election contract.

Early Voting – Tarrant County

Precinct Number: 3321

The REC of Grapevine, 1175 Municipal Way, Active Adult Hallway, Grapevine

Date	Time
April 20 - 24 (Monday – Friday)	8:00 a.m. – 5:00 p.m.
April 25 (Saturday)	7:00 a.m. – 7:00 p.m.
April 26 (Sunday)	11:00 a.m. – 4:00 p.m.
April 27 - 28 (Monday – Tuesday)	7:00 a.m. – 7:00 p.m.

Other polling places in Tarrant County will be determined in accordance with the election contract.

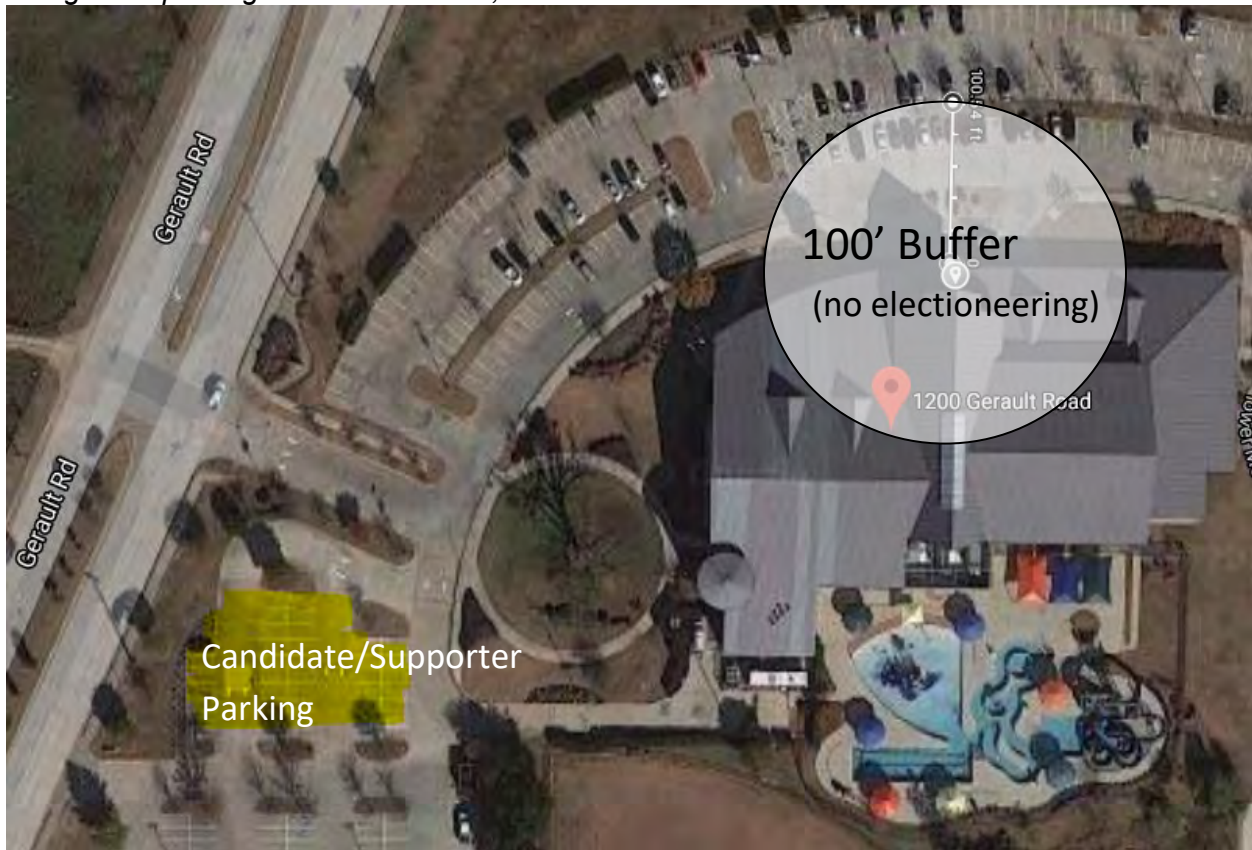
Election Day - May 2, 2020:

Polling Place	Precinct Number(s)
Flower Mound Senior Center, 2701 W Windsor Dr, Ball Rooms A & B, Flower Mound	3024, 3025, 3026, 3027, 3028, 3029, 3030, 3031, 3033, 4023, 4024, 4025, 4026, 4027, 4028, 4029
REC of Grapevine, 1175 Municipal Way, Active Adult Hallway, Grapevine, 76051 and other polling places in Tarrant County as determined by the election contract.	3321 (Tarrant County voters)

Designated parking for candidates/supporters has been created in response to Council direction from the 1/18/18 Town Council meeting. This designated area excludes electioneering set up such as the use of tents and/or tables, as one shade structure/tent per candidate is allowed but not to exceed the dimensions of a single standard parking space. No trailer or recreational vehicle (RV's) allowed.

Enforcement and penalties could be considered in the future should there not be voluntary compliance from the candidates and supporters.

Designated parking areas at the CAC, 1200 Gerault Rd:



Designated parking areas at the Senior Center, 2701 W Windsor Dr:





TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: February 3, 2020

FROM: Sabrina Zadow, Purchasing Manager

ITEM: Consider approval of the purchase of one (1) 2020 Ford F550 Regular Cab Chassis with Aerial Lift and Service Body per Town of Flower Mound Specifications and Quote from Sam Pack's Five Star Ford.

BACKGROUND INFORMATION: The Traffic Operations Division of Public Works Department is requesting the purchase of (1) 2020 Ford F550 Regular Cab Chassis with Aerial Lift and Service Body per Town of Flower Mound Specifications and Sam Pack's Five Star Ford Quote in the amount of \$120,852.00 from Sam Pack's Five Star Ford through an existing interlocal agreement with Tarrant County using Tarrant County Contract 2019-041. This vehicle is part of the approved Fiscal Year 2019-2020 Vehicle Equipment Replacement Fund (VERF) budget and replaces Unit #9520-07.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$120,852.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$120,852.00	565-450-84500-6130

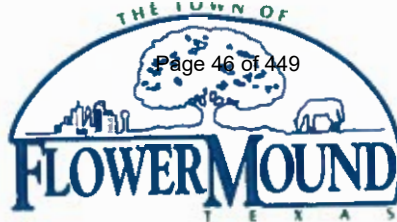
Finance Review by: Debra Wallace, Deputy Town Manager /CFO *DW*

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Fleet Manager's Bid Award Recommendation
2. Quote - Sam Pack's Five Star Ford
3. Specifications – Town of Flower Mound

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



Bid Award Recommendation

Co-op Contract: Tarrant County 2019-041

Date: 12-9-2019

Description: New Ford F-550 Versalift Aerial w/service body

Replaces: 9520-07
2010 F-450 c/c

Bidder: Sam Pack's 5-Star Ford, Carrollton, Tx.

Item #1: bid: New Ford F-550 Versalift Aerial w/Service Body

*Per Attached TOFM specifications/Vendor Quote
(to include all additional options listed on Quote)

ATTENTION:

See attached email for spec revision section: "Driver side and Passenger side Bin Layouts", line item #8. Sign storage compartments to be full length on both passenger and driver sides.
See attached email from David Stallings dtd: 11-18-19 and confirmation Email response from Kevin Moore @ 5-Satr Ford, dtd: 12-6-19.
Confirming change at no additional cost.

UNIT TOTAL \$ 120,852.00

It is Fleet Services recommendation to award the bid to Sam Pack 5-Star Ford as the lowest responsible bidder in the amount of \$ 120,852.00.

H. Deats Stewart
Fleet Services Manager

12-09-2019
Date,

Sam Pack's Five Star Ford 1635 S. IH 35E Carrollton Texas, 75006 (888) 8 FLEET 9 (888-835-3389) - FAX 972-245-5278 - bldtr@spford.com					
CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT Cars and Light Trucks Team Members -- Kevin Moore - Jorge Guerra - Alan Rosner TARRANT COUNTY 2019-041					
End User: <u>TOWN OF FLOWER MOUND</u>		Sam Pack's Rep: <u>KEVIN MOORE</u>			
Contact: <u>DEATS STEWART</u>		Date: <u>11.15.19</u>			
Contact TN/Email _____		Phone # _____			
Product Description: <u>2020 F550 REG CAB CHASSIS</u>		Exterior Color / Interior <u>WHITE</u>			
A. Bid Series: <u>LINE 5B F3G ENDING F5G 84CA</u>		Base Price:		\$ <u>26,355.00</u>	
B. Published Options (Itemize Each Below)					
Code	Description	Bid Price	Code	Description	Bid Price
44B	AUTO TRANS	Included			
	Power Group	Included			
	CRUISE	Included			
	STATE INSPECTION FREE	Included			
	DELIVERY FREE	Included			
	VINYL INTERIOR	Included			
	WHITE IN COLOR	Included		3YR 36K BUMPER TO BUMPER	FACTORY
	DIESEL OPTION	\$ 9,325.00		5YR 60K POWER TRAIN	FACTORY
	660A EQUIPMENT GROUP	Included			
52B	BRAKE CONTROLLER	\$ 275.00			
91M	SYNC	Included			
Total of B. - Published Options					\$ <u>9,600.00</u>
C. Ford Factory Published Options					
Code	Description	Bid Price	Code	Description	Bid Price
512	SPARE TIRE AND JACK	\$ 295.00			
62R	PTO PROVISION	INCLUDED			
66S	UPFITTER SWITCHES	N/C			
	F3G TO F5G UPGRADE	\$ 4,488.00			
68M	PAY LOAD PLUS UPGRADE F5G	\$ 1,155.00			
18B	FACTORY BOARDS	\$ 495.00			
54K	TRAILER TOW TELESCOPING MIRRORS	N/C			
Total of C. - Dealer Published Options					\$ <u>6,431.00</u>
D. Fleet Quota					
Code	Description	Bid Price	Code	Description	Bid Price
	AERIAL PERSONAL LIFT AND SERVICE BODY TRUCK PER CUSTOMER SPECS	\$78,466.00			
	VERSALIFT MODEL				
<i>See body spec attached for requested revision on item #8. 1. E.: Both side storage compartments are to be full length both driver & passenger side. Per attached e-mail.</i>					
Total of D. - OH Menu Options					\$ <u>78,466.00</u>
F.	Delivery Charges	0 Miles @ \$2.45/mile		\$ -	
G.	Option Discounts				
H.	Total of A + B + C + D + E = F	\$ <u>120,852.00</u>			
I.	Floor Plan Assistance	\$0.00			
J.	Lot Insurance Coverages	\$0.00			
K.	Quantity Ordered <u>1</u> X F =	\$ <u>120,852.00</u>			
L.	Administrative Fee	\$ -			
M.	Non-Equip Charges & Credits				
N.	TOTAL PURCHASE PRICE INCLUDING ADMIN FEE	\$ <u>120,852.00</u>			

Town of Flower Mound

PURCHASING SPECIFICATIONS SPECIFICATION NO.:CG-070-63-15010

**ITEM: New Super Duty, Regular Cab, Min. 16,000# GVWR, Cab/Chassis,
Dual Wheel, 4 X 2, Diesel engine
With mounted Aerial Bucket/Service Body (see attached specs)**

Revised: Oct. 28, 2016

DESCRIPTION:

This specification is intended to describe for acquisition purposes by the Town of Flower Mound, a Super Duty Regular Cab, min. 18,000 GVW Cab/Chassis complete with mounted aerial bucket and service body per attached specs.

REQUIREMENTS:

- 1. Manuals: Two (2) each --- Parts, Service, Operator
(Two (2) sets per unit type, NOT per unit.)**

****These manuals MUST accompany the 'delivery documents' at time of unit(s) delivery.**

*****ATTENTION !!!:**

It is the intent of the Town of Flower Mound to satisfy the requirements setforth by the EPA (Environmental Protection Agency) whenever purchasing new vehicles and/or equipment. Therefore, bidders are required to indicate below if the units bid, 'Are' or 'Are Not' EPA LEV (Low Emission Vehicle) certified.

(Indicate by placing a check in the appropriate box):

☐ Yes ☐ No **1. Unit(s) bid, are EPA LEV certified.**

☐ Yes ☐ No **2. Unit(s) bid, are not EPA LEV certified, but do 'meet or exceed' certification requirements.**

☒ Yes ☐ No **3. Does not apply.**

NOTE:

Bidder MUST place a checkmark in the appropriate box to indicate: 'Yes' unit bid meets or exceeds the minimum required specification, or 'No' unit bid does not meet or exceed the minimum required specification listed. Failure to do so could result in disqualification of bid.

POWER TRAIN

- ☒ Yes ☐ No 1. Engine: Min. 6.7 liter 8 cyl. diesel. (or equivalent)
State engine bid: _____
- ☒ Yes ☐ No 2. H. D. Automatic Transmission
- ☒ Yes ☐ No 3. Increased fuel tank capacity, rear mounted.
- ☒ Yes ☐ No 4. Heavy Duty Towing Package (to incl: heavy duty radiator, oil cooler, transmission cooler, pre-wired chassis).
- ☒ Yes ☐ No 5. Dual Rear Wheels
- ☒ Yes ☐ No 6. GVWR : Minimum 18,000 lb.
State GVWR bid: 19,500
- ☒ Yes ☐ No 7. ABS Power Brakes
- ☒ Yes ☐ No 8. Alternator: Heavy duty 300 amp minimum.
State amp bid: 320 plus
- ☒ Yes ☐ No 9. C.A.: 60" approx., to accommodate mounted Utility Service Body.
- ☒ Yes ☐ No 10. Minimum 7500 lb. front axle
State axle weight bid: _____
- ☒ Yes ☐ No 11. Batteries: dual. Primary: min. 750 CCA. Secondary: min. 750 CCA
State CCA bid: _____
- ☒ Yes ☐ No 12. P.T.O. system complete to run Aerial Lift system

TIRES AND WHEELS

- ☒ Yes ☐ No 1. Tires: Radial, all season, min. 225/70RX19.5
State tire size bid: _____

- ☒ Yes ___ No 2. OEM Disc type wheels
- ☒ Yes ___ No 3. Full size spare tire

CAB & EQUIPMENT

- ☒ Yes ___ No 1. Power Steering
- ☒ Yes ___ No 2. Intermittent wipers
- ☒ Yes ___ No 3. Painted O.E.M. Fleet White
- ☒ Yes ___ No 4. Seats: Bench type with vinyl covering.
- ☒ Yes ___ No 5. Air Conditioning
- ☒ Yes ___ No 6. Radio: Standard AM / FM minimum
- ☒ Yes ___ No 7. Interior mounted trailer brake controller
- ☒ Yes ___ No 8. Manual telescoping trailer tow mirrors
- ☒ Yes ___ No 9. Factory tinted windows

INSPECTION

- ☒ Yes ___ No 1. Current Texas Vehicle State Inspection when delivered
(2 year certificate)

OTHER

- ☒ Yes ___ No 1. Full Floor Covering (delete carpet)
- ☒ Yes ___ No 2. Front and rear floor mats to match covering
- ☒ Yes ___ No 3. Heated spray on liner consisting of 70% Polyurea, 30% Polyuratheane commercial grade material ¼" thickness shall be used to cover the bed, bulkhead, top and rear side of utility body, rear bumper, and inside of slide drawers.
- ☒ Yes ___ No 4. Interior lighting in all service body tool boxes.
(rope lighting or equivalent.)

☒ Yes ☐ No 5. Three (3) sets of keys

☒ Yes ☐ No 6. Upfitter switches, Qty. 4

Warranty: Standard Manufacturers warranty. Please specify.

3 yr 36 / 5 yr 60k.

COMMENTS/EXCEPTIONS:

Use this page to explain any items that you marked no on above:

Town of Flower Mound

PURCHASING SPECIFICATIONS

SPECIFICATION NO.: CG-070-63-03321

ITEM: Aerial Personnel Lift and Service Body, Insulated, articulating/telescoping double boom, P.T.O. driven hydraulic ANSI 92.2-1990 Category "C" 46 kV

FUNCTION: For utility and other Town of Flower Mound service needs.

DESCRIPTION:

This specification is intended to describe for acquisition purposes by the Town of Flower Mound, a heavy duty Aerial Lift and Service Body to be mounted on a heavy duty, 16000 GVWR, dual wheel, cab and chassis. Vehicle shall include an hourmeter.

NOTE:

Bidder **MUST** place a checkmark in the appropriate box to indicate: 'Yes' unit bid meets or exceeds the minimum required specification, or 'No' unit bid does not meet or exceed the minimum required specification listed. Failure to do so could result in disqualification of bid.

**** Example of type and size of unit required:** Versalift model SST-40-EIH, Altec AT40-G, ETI ETC40IH

AERIAL LIFT – ARTICULATING/TELESCOPING BUCKET

☒ Yes ☐ No

1. Telescopic deep bucket, min. 24"x 30"x 42", w/left & right 180 deg. basket rotator with live hydraulic leveling, to include an outside step which will serve as a foot hole inside of the basket for climbing in and out of the basket with boom rest weldment on street side and strap for locking boom in stow position.

☒ Yes ☐ No

2. Height to bottom of platform: 40 ft. minimum

☒ Yes ☐ No

3. Horizontal reach: 27 ft. minimum

☒ Yes ☐ No

4. Fully Hydraulic operation

☒ Yes ☐ No

5. P.T.O. driven with PTO engage switch and indicator light installed in dash.

☒ Yes ☐ No

6. Full controls: Single lever with full-feathering, full pressure hydraulic at the platform and turret, with built-in safety trigger at the platform and positive override at the lower station. Platform hydraulic leveling at platform control panel and pedestal. Truck cab controls for tilt and horizontal stow. Truck start and stop at the platform.

☒ Yes ☐ No

7. Emergency Controls: Independent 12 volt emergency power system which allows full maneuvering of the platform to stow position.

- ☒ Yes ☐ No 8. Install torsion bar. Torsion Bar Assembly, rear axle, over-frame and front axle, under-frame so as to not need outriggers.
- ☐ Yes ☐ No 9. Reinforce Service body (for mounting)
- ☐ Yes ☐ No 10. Waterproof, all weather bucket cover
- ☐ Yes ☐ No 11. Rotation: Continuous with a smooth, unrestricted, and jerk free operation, activated by hydraulically driven worm and spur gear with a shear-ball rotation bearing
- ☐ Yes ☐ No 12. Two (2) wheel chocks, rubber, triangular, 10"L X 8"W X 5 1/4" H, with metal handle stowed above rear wheel wells.
- ☐ Yes ☐ No 13. Training shall be provided by manufacture for boom operation.
- ☐ Yes ☐ No 14. Platform capacity: min. 350 lbs.
- ☐ Yes ☐ No 15. Color: White

SERVICE BODY

SIZE: Service body for 60 in. CA, dual rear wheel chassis.

Length: approx. 108"

Width: approx. 92"

Height: approx. 48"

Bed area: approx. 56"

BODY MATERIALS:

12 gauge galvannal – Main body material

12 gauge hot rolled treadplate compartment tops with 45 degree drip edge

16 gauge galvannal – Inner door panels

14 gauge galvannal – Outer door panels

- 5/16" Stainless Steel continuous rod – Door Hinge Rod

- Stainless Steel – Door Hinge Sockets

12 gauge galvannal – Wheel Panels

12 gauge galvannal – Front bulhead

- Front Bulkhead to be punched metal

14 gauge galvanized - Shelving

**** The following dimensions are approximate.**

Bidder MUST state brand of service body bid and note any exceptions to the requested compartment dimensions below. All compartment dimensions must be within 10% of requested dimensions.

**** Brand of service body bid: _____**

****Street side and Curb side compartment arrangements must be as follows:**

Driver side and Passenger side Bin Layouts☒ Yes ☐ No

1. First vertical compartment driver's side, 32" wide. There shall be no shelves or dividers in this compartment. The front vertical compartment on each side shall have open barn type doors.

☒ Yes ☐ No

2. First vertical compartment passenger side, 32" wide. The front vertical compartment shall have four 4" drawers, one 6" drawer, and one 8" drawer with removable dividers. The front vertical compartment on each side shall have open barn type doors.

☒ Yes ☐ No

3. Rear vertical compartment driver's side, approx. 27" wide. Rear vertical compartment shall have (4) adjustable shelves with removable dividers.

☒ Yes ☐ No

4. Rear vertical compartment passenger's side, approx. 27" wide. Rear vertical compartment shall have four heavy duty vertical J-hooks. No other shelves or dividers shall be in the compartment.

☒ Yes ☐ No

5. Horizontal compartment driver's side, 42" wide. Horizontal compartment shall have no shelves or dividers.

☒ Yes ☐ No

6. Horizontal compartment driver's side, 42" wide. Horizontal compartment shall have two adjustable shelves.

☒ Yes ☐ No

7. Horizontal compartments under both sides of rear deck shall be 24" wide x 16" tall. Open compartments with locking doors keyed the same.

☒ Yes ☐ No

8. Temporary sign storage compartment on top of both sides of service body running full length drivers side, ~~half~~ full length passenger side, and width of top compartment 10" tall with two equal length access doors on each side per the provided drawing.

☒ Yes ☐ No

9. The top of each side temporary sign storage shall have a 1/4" thick aluminum safety tread plate walking surface installed the full length on the top of the lid with spray on non-skid coating.

Full length on passenger side as well. See e-mail attach

(Full length both sides.)

☒ Yes ☐ No

10. Each compartment shall have a door switch and compartment light. The switch shall be a heavy duty door switch with sealed wire terminal connections. The light fixture shall have a white translucent cover to protect the bulb as well as diffuse the light evenly throughout the compartment. The door switch circuit shall be wired through the ignition system and cause the light to come on whenever the compartment door is open and the ignition switch is on, the light will turn off when either the compartment door is closed or the ignition switch is off.

☒ Yes ☐ No

11. All compartments shall be weatherproof with individual door locks. Door gasket material shall be automotive type neoprene rubber. All vertical compartment doors shall have automatic open-position holding systems.

☒ Yes ☐ No

12. Floor: 12 gauge safety tread plate steel with spray on non-skid coating.

☒ Yes ☐ No

13. Doors: Double panel construction A60 galvanized steel. Plated chain supports. Flange mounted automotive door seals.

☒ Yes ☐ No

14. Door hinges: Removable, concealed stainless pin hinges.

☒ Yes ☐ No

15. Drawers: All drawers and shelves are constructed with 14 gauge galvanized material. Drawers are mounted on slides with a 300# dynamic load rating per pair. Drawer units automatically lock in the open and closed position.

OTHER

☒ Yes ☐ No

1. Mudflaps

☒ Yes ☐ No

2. Slam action paddle latches, all locks keyed the same

☒ Yes ☐ No

3. Master locking system

☒ Yes ☐ No

4. Modular lighting package-all wiring connections crimped with solderless connectors and enclosed in shrink-tubing with waterproof sealant. All wire ends are tinned before insertion into plugs. All plug connections are completely sealed and weatherproof. Entire assembly is enclosed in a continuous plastic loom to form a one-piece harness. Lighting package is completed with sealed polycarbonate lenses and housing affording superior impact and heat protection.

☒ Yes ☐ No

5. Electrical switch panel, coin box style, with Truck/machine switch, PTO hourmeter, strobe light switch, and arrow stick switch.

☒ Yes ☐ No

☒ Yes ☐ No

☐ Yes ☐ No

☒ Yes ☐ No

☒ Yes ☐ No

☒ Yes ☐ No

☒ Yes ☐ No

☒ Yes ☐ No

☒ Yes ☐ No

☒ Yes ☐ No

6. Back up alarm wired through back up lights.

7. Back up camera mounted in dash with minimum 7" LCD screen.

8. Four LED (4) strobe lights mounted on each corner of the service body, two blue and two amber on alternating corners, front lights to be mounted have to be seen from the front of the unit. Switch to be mounted in electrical panel switch inside cab. Whelen L10HAP or equal.

9. Lights, reflectors

10. Painted to match cab and chassis, (White)

11. Wheel boxes: 14 gauge safety tread plate steel.

12. Directional 46" or longer, "Arrow Stick" shall be mounted to the rear bumper of the truck and be controlled independent of the strobe lights. Switch to be mounted in electrical panel inside cab. Whelen TAL85 or equal.

13. Entire understructure shall be undercoated with Monsey 2.7 low VOC solvent base sound sealer, or equal.

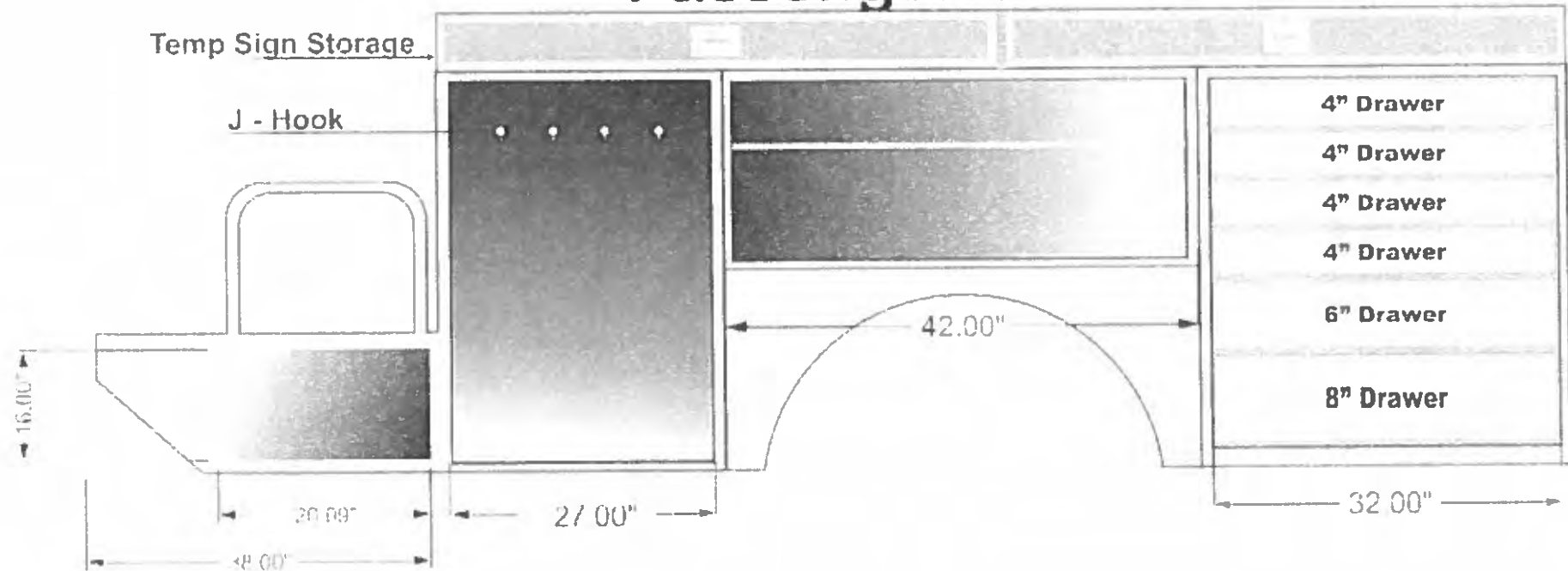
14. Rear bumper. The bumper and step shall be of steel deck plate extending twenty-four inches (24") from the truck bed to the end of the step. The Step of the bumper shall be a 6" offset step that is full body width. The bumper shall be tied to the frame in such a manner to clear a Type 4 receiver trailer hitch. Handles shall be mounted on the utility body for assisting access to the top of the bumper. The bumper shall include a round 6 pin trailer connector, Cole Hersey 1235 or equal. The bumper shall be the same color as the utility body.

15. Heated spray on liner consisting of 70% Polyurea, 30% Polyuratheane commercial grade material 1/4" thickness shall be used to cover the bed, bulkhead, top and rear side of utility body, rear bumper, and inside of slide drawers.

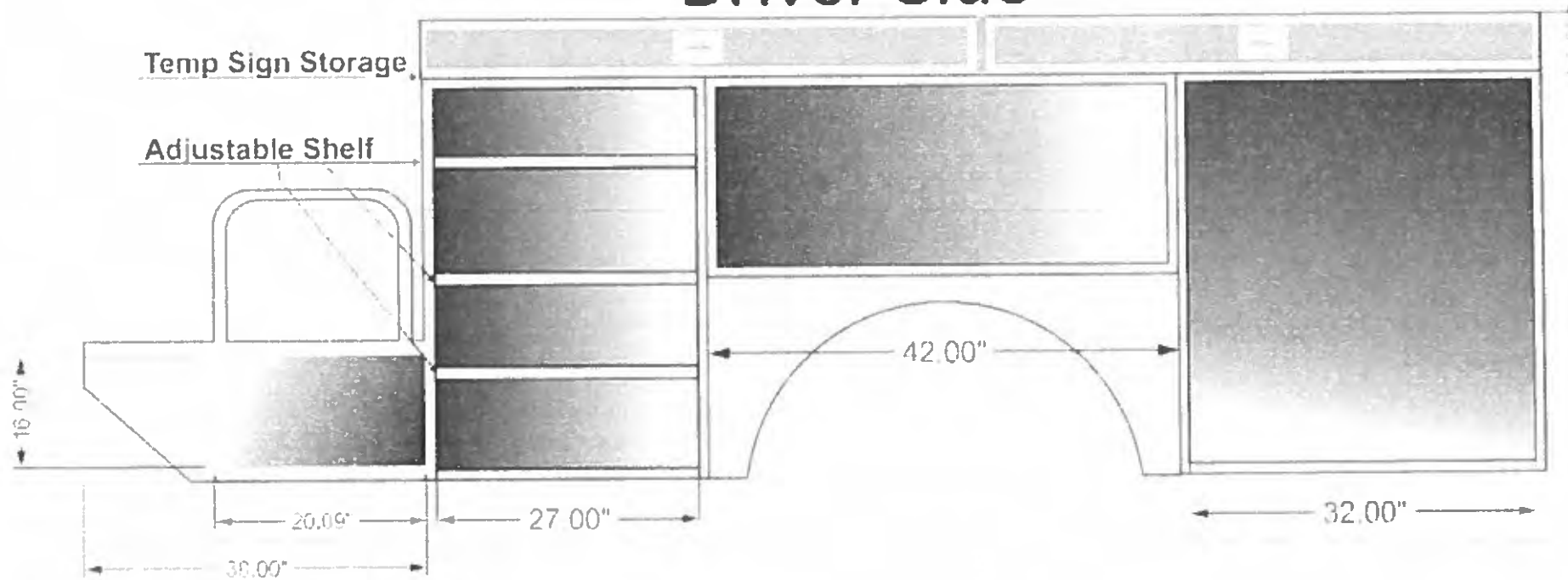
ANY EXCEPTIONS TO THESE SPECIFICATIONS MUST BE NOTED AND RELATED MANUFACTURER PUBLISHED LITERATURE MUST BE ATTACHED.

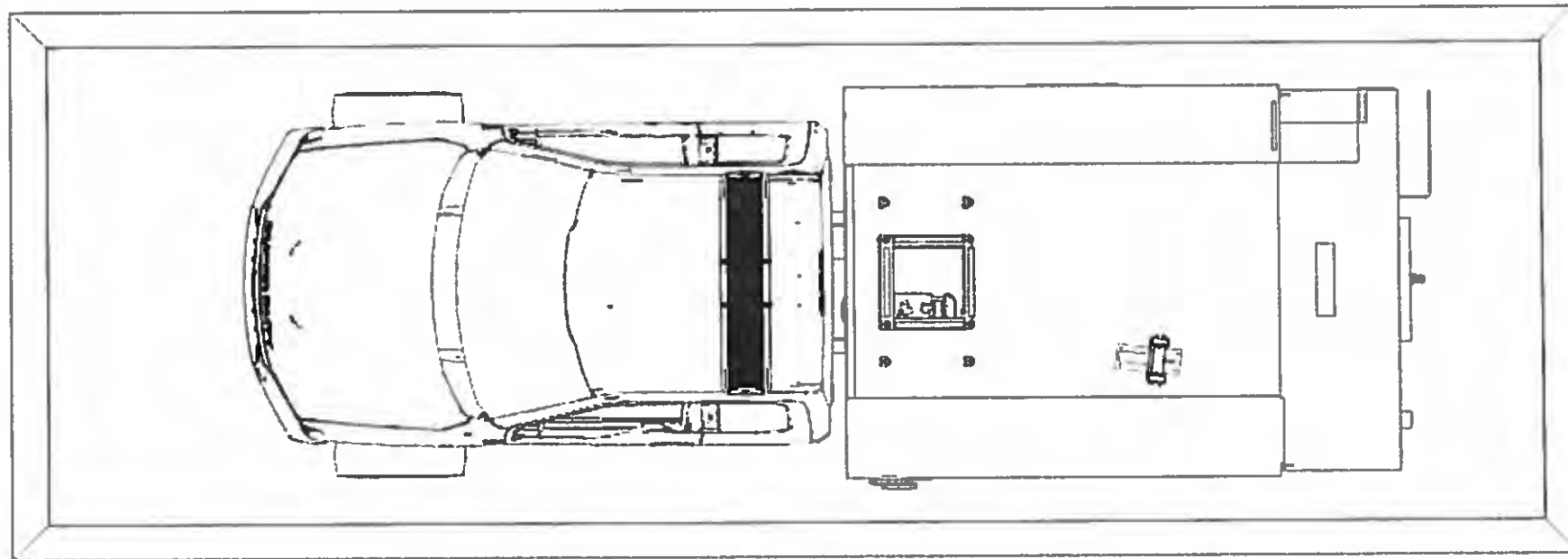
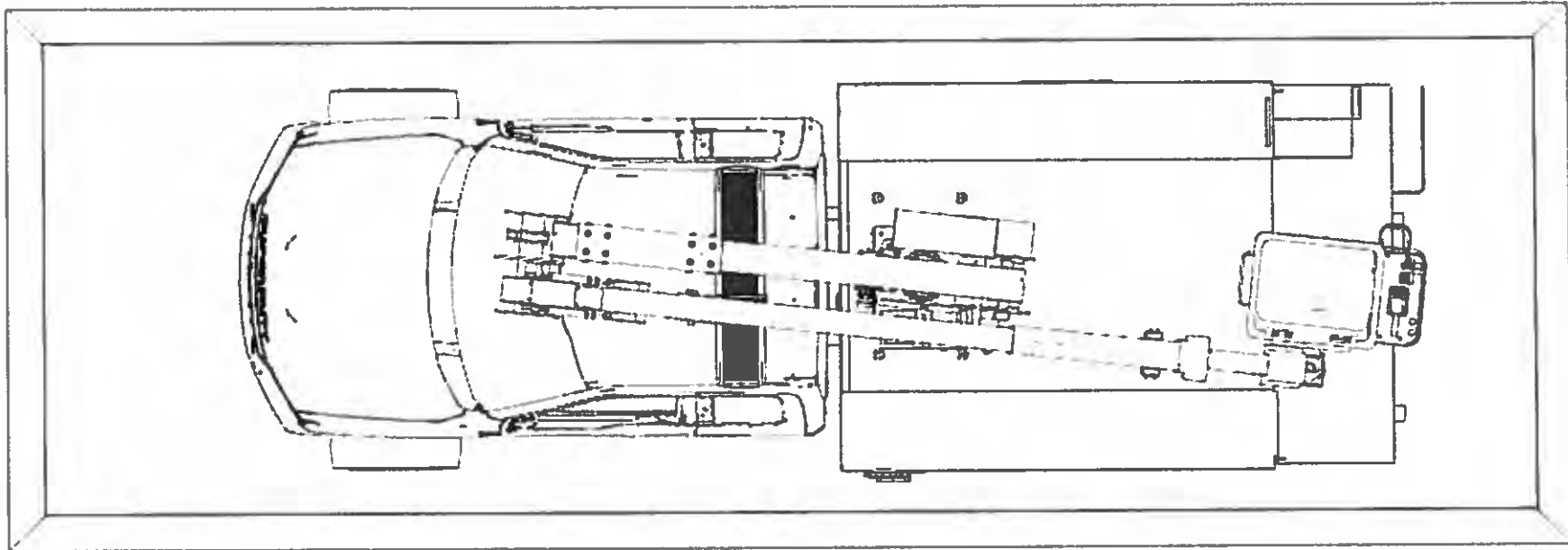
Passenger Side

Page 57 of 449



Driver Side





TOP VIEW W/BOOM & W/O BOOM



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: February 3, 2020

FROM: Sabrina Zadow, Purchasing Manager

ITEM: **Consider approval of the purchase of one (1) New Dodge 4x4 Skeeter Brush Truck per Town of Flower Mound Specifications and Siddons-Martin Emergency Group Proposal.**

BACKGROUND INFORMATION: The Fire and Emergency Services Department is requesting the purchase of one (1) New Dodge 4x4 Skeeter Brush Truck NWCG Type 5 Wildland Engine, RAM 5500 4x4, Diesel, 4 Door, Rescue Side per Town of Flower Mound Specifications and Siddons-Martin Emergency Group Proposal in the amount of \$184,948.00 from Siddons-Martin Emergency Group through BuyBoard Cooperative Contract No 571-18. This vehicle is part of the approved Fiscal Year 2019-2020 Vehicle Equipment Replacement Fund (VERF) budget and replaces Unit #6300-19 that will be traded in towards this purchase.

Pricing Summary/Breakdown:

Vehicle Price	\$ 195,198.00	
SMEG customer disc	(\$ 1,250.00)	
Contract Discount	(\$500.00)	
Prepay Discount	(\$ 2,400.00)	Total amount due with order; payment due within 30 days ARO
Trade-In of Unit 6300-19	(\$ 7,600.00)	
SUB TOTAL =	\$ 183,448.00	
Plus BuyBoard Contract 571-18 Fee	\$ 1,500.00	
VEHICLE TOTAL	\$ 184,948.00	

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$184,948.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$184,948.00	565-450-84500-6130 - VERF

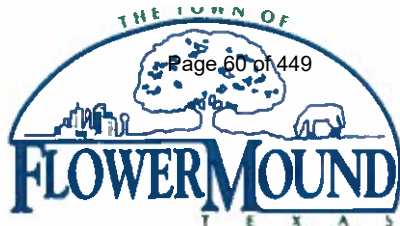
Finance Review by: Debra Wallace, Deputy Town Manager /CFO

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Fleet Manager's Bid Award Recommendation for Vehicle
2. Brush Truck Proposal
3. Brush Truck Specifications

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



Bid Award Recommendation

**Co-op Contract:
BUYBOARD 571-18**

Date: 12-06-2019

**Revised date: 01-02-2020

Description: New Brush Truck

Qty required: One

Replaces:

Unit #6300-19 2006 Ford F550 Brush Truck

Bidder: Siddons Martin Emergency Group Travis Ownsby

**Item #1: bid: New NWCG Type 5 Wildland Engine, RAM 5500
4x4, Diesel, 4 door, Rescue Side, Alum, 114**

***Per Quote specs attached**

	Unit total: \$195,198.00
	SMEG customer discount: (1,250.00)
Attention:	Pre-Pay required at time of order: (2,400.00)
	Less Trade-in: (7,600.00)
	Contract discount: (500.00)
	Buyboard Fee: 1,500.00

	Sub total due: \$184,948.00

**It is Fleet Services recommendation to award the bid to Siddons-Martin
Emergency Group as the lowest responsible bidder in the amount of
\$ 195,198.00.**

H. Deats Stewart
Fleet Services Manager

01-02-2020
Date,



3500 Shelby Lane
Denton, Texas 76207
GDN P115891
TXDOT MVD No. A115890
EIN 27-4333590

December 27, 2019

Jeff King, Asst Chief
Flower Mound Fire Department
3911 S. Broadway Ave
Flower Mound TX 75028

Proposal for Skeeter Brush truck

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to Flower Mound Fire Department. The unit will comply with the specifications attached and made a part of this proposal. Unless otherwise specified, delivery and training are included FOB Flower Mound Fire Department.

Description	Amount
No. 4617, Dodge 4x4 Skeeter Dodge, Dodge, 4 Door, Skeeter, Rescue-Side, 400 gal, Darley 2 BE 18V Price guaranteed for 45 days. Delivery within 12-13 months of order date. A warranty term of 12 months is included.	
	Vehicle Price \$ 195,198.00
	SMEG customer disc (\$ 1,250.00)
	Contract discount (\$ 500.00)
	Prepay Discount (\$ 2,400.00)
Full Prepay Discount (\$ 2,400.00). Total amount due with order. To receive full prepayment discounts, payment is due to Siddons-Martin within 30 days ARO.	
	Trade-In (\$ 7,600.00)
	SUB TOTAL \$ 183,448.00
	BuyBoard 571-18 \$ 1,500.00
	TOTAL \$ 184,948.00

Additional. Trade in unit (2006 Ford series brush truck with Duetz engine and pump) shall be maintained in good working order and turned over the Siddons Martin Emergency Group upon in service of new Type 5 brush truck from Skeeter. A preconstruction review meeting and final inspection shall occur at the Skeeter facility in Hillsboro, Tx. Any changes shall be subject to additional costs.

Taxes. Tax is 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 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 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 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.

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 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 sign and date this proposal and include it with any purchase order. Upon signing of 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 TX. 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,

Travis Ownby

Siddons-Martin Emergency Group, LLC

I, _____, the authorized representative of Flower Mound Fire Department, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

Signature & Date



Specification for:
NWCG Type 5 Wildland Engine
RAM 5500 - 4x4 - Diesel - 4 Door
Rescue Side, Alum, 114

Submitted To:
Jeff King, Asst Chief
Flower Mound Fire Department
3911 S. Broadway Ave Flower Mound, TX 75028

Specification **4617**
December 4, 2019

Prepared by:
Travis Ownby
Siddons-Martin Emergency Group, LLC

Proposal

We are pleased to submit the following specifications to you for a **Skeeter Brush truck** per your request for quotation. The following paragraphs will describe in detail the apparatus proposed. Loose equipment not specifically requested will not be provided.

Skeeter Brush Trucks, LLC. a wholly owned company of Siddons-Martin Emergency Group, is a custom fire apparatus manufacturer specializing in Brush-Grass-Wildland fire fighting vehicles. Our 22,000 square foot manufacturing facility is located in Hillsboro, Texas and is operated by some of the most experienced wildland firefighting vehicle manufacturing individuals in the business. Our performance and quality minded approach to manufacturing generates some of the most reliable vehicles in the industry, thus yielding a very high return on investment.

Skeeter Brush Trucks, LLC. provides the very best sole source product and service solutions to the fire service. Skeeter Brush Trucks LLC carries \$1,000,000 in liability insurance, with \$3,000,000 in excess umbrella liability insurance. The opportunity to place this Skeeter Brush Truck in your department is greatly appreciated and we are certain it will fulfill your every requirement. We look forward to working for you.

Siddons-Martin Emergency Group sales and service professionals are dedicated and experienced in all aspects of the fire apparatus business. Our core business is the sales and service of fire apparatus.

Service Advantage

Siddons-Martin Emergency Group currently staffs sixteen (16) service centers located throughout Texas, Louisiana, and New Mexico, and maintains a fleet of service vehicles to provide on-site service of your SKEETER Brush Truck. The Siddons-Martin Emergency Group Service Department is dedicated to the fire service and provides service and maintenance exclusively on fire apparatus. Siddons-Martin Emergency Group employs numerous EVT trained technicians and is constantly engaged in continuing factory and EVT training classes and programs in order to stay abreast of the rapidly improving technologies incorporated within today's fire apparatus. SMEG is an authorized sales and service dealer for Pierce Mfg., and an authorized service center for Waterous, Hale, and Darley fire pumps, and an OEM distributor for all major fire equipment accessories.

Construction and Design

Skeeter Brush Trucks body and component designs are engineered. Body construction (unless otherwise noted) is done in-house, using the best in design and materials. RBM's for body frames are among the very highest in the industry. Wiring harnesses are custom manufactured in-house, and meet or exceed OEM standards. All wiring is protected, run through conduit, and distributed through one, easily accessed, sealed control box.

Chassis Operation Manual

The chassis manufacturer shall provide one (1) operational manual. This manual may be in either a notebook type binder, with reference tabs or a compact disk (CD) with all of the printed material in an electronic format (Adobe Acrobat PDF).

Fire Pump Operational Manual

A fire pump service, instruction, and operational manual shall be supplied. This manual may be in either a notebook type binder, with reference tabs or a compact disk (CD) with all of the printed material in an electronic format (Adobe Acrobat PDF).

Foam System Operational Manual

A foam system service, instruction, and operational manual shall be supplied. This manual may be in either a notebook type binder, with reference tabs or a compact disk (CD) with all of the printed material in an electronic format (Adobe Acrobat PDF).

Apparatus Operational Manuals

The chassis manufacturer shall provide one (1) operational manual. This manual may be in either a notebook type binder, with reference tabs or USB thumb drive with all of the printed material in an electronic format (Adobe Acrobat PDF).

100371.1 - PAINT, INDUSTRIAL QUALITY

1. Cab Color: Red
2. Cab Secondary Color: White
3. Description: Bottom of Windows Up White

SINGLE COLOR PAINT APPLICATION SHALL HAVE HARD PAINT LINE AND NO DOOR JAMBS PAINTED

100008.1 - CHASSIS SPECIFICATIONS

One (1) RAM D5500 rear axle drive 4 x 4, dual rear wheels (DRW), four door, SL cab and chassis

GVWR: 19,000 pounds

Wheelbase: 172.2"

Cab to Axle: 60"

Bumper and Grille: black

Tow Hooks: front loops

Front Axle and Suspension: 7,250# front axle, 7,250# front suspension package, stabilizer bar, front shock

Tires: two (2) front tires shall be 225/70R19.50, radial all weather highway tread

Front Wheels: two (2) 19.50" x 6.00" steel disc, ten (10)-hole pattern steel disc wheels, GRAY

Rear Axle and Suspension: 13,500# wide track rear axle, 13,500# suspension package, stabilizer bar, limited slip

4.88 gears

Tires: four (4) 225/70R19.50 all weather type radial tires

Rear Wheels: four (4) 19.50" x 6.00" steel disc, ten (10)-hole pattern steel disc wheels, GRAY

Braking System: four (4) wheel disc brake system with an Anti Lock (ABS)

Engine:

- Model: Cummins 6.7 turbo-charged diesel
- Number of Cylinders: Six (6) "I6" configuration
- Displacement: 6.7 liters
- Rated Brake Horsepower: 305 at 2800 rpm
- Torque: 610 ft lbs
- Turbocharger
- Urea Exhaust Treatment Supplement

Cooling System: a coolant mixture protected to -30 degrees Fahrenheit

Exhaust System: horizontally mounted, discharge on passenger's side aft of wheels

Fuel Tank: 52 gallon rear mounted, driver's side filler extension

Transmission: six speed automatic

Steering: power steering system

Batteries: two (2) 78 amp-hr 730CCA 12-volt batteries

Alternator: single 180 amp 12 volt

Cab Construction: SL Series four (4) door steel construction, sun visors, tinted glass, roof clearance lights, grab handles interior

Mirrors: manual telescope fold-away in/out for view.

Cab Paint: single color,

Safety: air bags front

Climate Controls: controls for heat, defroster, and air conditioning

Window and Door Controls: manual

Cab Instruments: standard type, four (4) rocker switches

Drivers and Passenger Seat: vinyl bucket type seats with three (3) point safety harness, bench rear seat.

Printed Manuals: one (1) printed chassis operation manual

Cab Accessories: radio, two radio speakers and antenna

RAM Warranty: Entire Vehicle: 3 year/36,000 miles

Engine: 5 year/100,000 miles

Drivetrain: 5 year/100,000 miles

203807.1 - 60" CAB TO AXLE

The chassis Cab to Axle measurement shall be 60".

100037.1 - POWER PACKAGE

The chassis shall be equipped with power locks, windows, and heated power mirrors.

203918.1 - FLEET/GOVERNMENT INCENTIVE DISCOUNT

*** NOTE*** Pricing quoted is contingent upon the end user (customer) filing for and receiving OEM Fleet/Government Pricing Number.

*** FAILURE BY THE CUSTOMER TO RECIEVE THE OEM FLEET/GOVERNMENT PRICING NUMBER WILL RESULT IN FULL LIST PRICE BEING CHARGED FOR THE CHASSIS ***

100681.1 - CHASSIS SUSPENSION SYSTEM

A 6" heavy duty, 4 link, off road suspension lift kit with heavy-duty off road shocks shall be installed on the RAM chassis. The system is designed to significantly increase wheel travel, in addition to giving the chassis increased ground clearance.

NOTE: THE END USER MUST BE AWARE THAT LIFTING THE CHASSIS AND ADDING LARGER TIRES WILL ALTER THE VEHICLE'S CENTER OF GRAVITY. THIS WILL AFFECT THE VEHICLE'S HANDLING CHARACTERISTICS.

IN ADDITION, THE LARGER TIRES WILL AFFECT STOPPING DISTANCE. THE SYSTEM IS NOT RECOMMENDED FOR VEHICLES THAT OPERATE PRIMARILY IN AN ON ROAD ENVIRONMENT. THE SYSTEM IS HIGHLY RECOMMENDED FOR VEHICLES THAT OPERATE IN OFF ROAD OR ROUGH TERRAIN ENVIRONMENTS.

A SPEEDOMETER CALIBRATOR SHALL BE INSTALLED TO CORRECT THE TIRE SPEED ON THE CAB SPEEDOMETER.

TURNING RADIUS MAY BE REDUCED (if needed) 1-3 DEGREES TO PREVENT TIRE RUB.

100048.2 - FRONT AND REAR SUPER SINGLE TIRES AND WHEELS

There shall be four (4) super single front and rear tires, There shall be 335/80R20 22PR, severe service radial all terrain tread. The tire weight rating shall be load range "M" (22 ply, 6780 lbs), and the speed rating shall be "K" (68 mph).

There shall be four (4) wheels for the front and rear tires. There shall be 20" x 11.00" disc, ten (10)-hole pattern special order for Military/Government on/off road application with a rating to match or exceed the tire rating.

BLACK WHEELS

100053.1 - SPARE SUPER SINGLE TIRE AND WHEEL

There shall be one (1) super single spare tire. It shall be 335/80R20 22PR, severe service radial all terrain tread. The tire weight rating shall be load range "M" (22 ply, 6780 lbs), and the speed rating shall be "K" (68 mph).

There shall be a 20" x 11.00" disc, ten (10)-hole pattern special order wheel for Military/Government on/off road application with a rating to match or exceed the tire rating.

100055.1 - MOUNTING SPARE TIRE AND WHEEL

The spare tire and wheel shall be mounted on top of the water tank.

203452.1 - FRONT BUMPER

The factory bumper shall be removed and replaced with a custom fabricated, heavy duty aluminum bumper and grille guard protection assembly.

The bumper and grille guard shall be sprayed with black bed liner.

100058.1 - REAR MUD FLAPS

The chassis shall be supplied with mud flaps with the manufacturer's logo. The mud flaps shall be installed behind the rear wheels.

100063.1 - FRONT BUMPER SKID PLATE 1/4"

A 1/4" (0.25") aluminum skid plate will be installed from the bumper area extending below the bumper and chassis radiator area.

100111.1 - CAB STEPS

The cab shall be equipped with steel step assemblies, on each side of the cab.

100086.1 - CUSTOM FABRICATED CONSOLE AND SWITCH PANEL

A custom fabricated poly (plastic) electrical console and enclosure shall be located between the driver's and passenger's seats. It shall house the siren, switches, cup holder, and auxiliary equipment.

100080.1 - WINCH -- FRONT MOUNTED

A Warn Winch Company Model #M12000 PN17801 12,000# capacity 12-volt electric powered winch shall be permanently installed at the front center bumper extension area. The unit shall include the following:

- a) 3.86 feet per minute pulling speed at 12,000# rated load
- b) 440 amps at full capacity
- c) Cable roller guide assembly
- d) 125 feet of 3/8" diameter galvanized cable and hawse fairlead & safety hook assembly shall be supplied.
- e) Winch speed shall be constant with forward and reverse modes controlled with a push button device at the end of a 12 feet (12') minimum control cable which connects to the winch through a weatherproof receptacle.

100178.1 - REAR RECEIVER

The rear of the chassis shall be equipped with one (1) square steel tube receiver assembly for high or low angle rescue, trailer use, and winch applications. It shall be the same size as a Class III trailer hitch and shall be attached to the chassis frame assembly. The receiver shall be rated at approximately 10,000#.

The rear receiver assembly shall be equipped with two (2) heavy duty rear tow loops, one (1) each side.

100550.1 - FIRE PUMP SPECIFICATIONS

A Darley model number 2 BE 18 Vanguard gasoline powered centrifugal pump shall be installed. The medium pressure, high volume pump, direct drive, engine mounted shall meet the following performance requirements:

375 GPM @ 25 PSI
 300 GPM @ 45 PSI
 100 GPM @ 140 PSI

Pump Design

Pump casing shall be of anodized aluminum and vertically split, with a minimum tensile strength of 33,900 PSI - bronze-fitted. Pump ratio to be selected by the manufacturer's Engineering Department. Seal rings shall be renewable, double

labyrinth, wrap around bronze type. Bearings are to be heavy duty, deep groove, radial-type ball bearings, oversized for long life. Bearings to be protected at all openings from road dirt and water splash with oil seals and water slingers.

The pump unit shall be supplied with a control panel for remote mounting, panel light, hour meter / tachometer, pressure gauge, on/off ignition switch, and a low oil pressure light, engine choke, engine throttle

Mechanical Seal

The pump shall be furnished with a Darley maintenance free mechanical seal. The mechanical seal shall be a non-contacting, non-wearing seal design. Seal shall be a Silicon Carbide Mechanical seals with welded springs. The stationary face of mechanical seals shall be made from Silicon Carbide, and be extremely hard and of a heat dissipative material, which resists wear and dry running damage much better than conventional Ni-resist and Tungsten Carbide materials

Pump Shaft

Pump drive shaft shall be precision ground, heat treated alloy steel, with a 1-3/8 spline. Gears shall be helical design, and shall be precision ground for quiet operation and extended life. The pump shaft shall be splined to receive broached impeller hubs, for greater resistance to wear, torsional vibration, and torque imposed by engine, as well as ease of maintenance and repair. Pump shaft to be precision-ground 416 stainless steel.

Impeller

The impeller shall be a high strength bronze alloy, splined to the pump shaft for precision fit, durability, and ease of maintenance.

Impeller shaft oil seals shall be constructed to be free from steel components except for the internal lip spring. The impeller shaft oil seals shall carry a lifetime warranty against damage from corrosion from water and other fire-fighting fluids.

Exhaust-Type Primer

The mufflers are coated with High Temp Powder Coat. The primer bodies are bronze with stainless steel components. The outlet of the primer is equipped with a 1.5" male NPT . Is easily operated via push-pull control wire connected to an internal butterfly valve. The venturi components are sized for the most efficient priming time and height possible utilizing the exhaust pressure available from the engine. Significantly lighter than a 12V electric primer. Requires much less physical effort by the operator than a mechanical hand primer.

Dimensions & Weight

27"L x 21"W x 25"H, 145lbs (66kg)

Suction 3" NPTF

Discharge (2) 1.5" NPTF and (1) 2.5" NPTF

Documentation

Pump Warranty/Guarantee to be included with each proposal. Pump warranty shall be for three (3) years or 3,000 hrs. Additional details about the warranty can be found in the Skeeter user's manual of this vehicle.

Engine

The pump shall be powered by an 18 horsepower, Briggs and Stratton Vanguard gasoline engine with a 16 amp regulated alternator and 12 volt electric starter with a backup recoil starter. A 6 gallon plastic fuel tank shall be supplied.

100272.1 - STAINLESS STEEL PLUMBING SYSTEM

The auxiliary fire pump plumbing system shall be built mostly of stainless steel piping, fittings, and connections. Victaulic couplings shall be installed to permit flexing of the plumbing system and allow for quick removal of piping or valves for service. Tank connections and remote plumbing shall use high-pressure flexible piping. Flexible hose couplings shall be threaded stainless steel or Victaulic connections.

100285.1 - VALVES

All valves used in the plumbing installation shall be stainless steel quarter turn full flow type.

The plumbing installation shall include quarter turn ball valves with local "on-valve" handle control, with custom embossed labeling for each valve.

100483.1 - HOSE THREADS

The hose threads shall be National Hose Standard (NH) on all base threads on the apparatus intakes and discharges, unless otherwise specified.

100263.1 - EXHAUST SYSTEM

The auxiliary fire pump and engine assembly shall have a muffler and vertical exhaust pipe. The exhaust pipe shall be directed upward and away from the pump operator. A rain cap will be installed on the vertical exhaust outlet.

203844.1 - PUMP CONTROL PANEL, RECESSED IN REAR VERTICAL BODY WALL

A recessed pump panel enclosure shall be installed. The enclosure shall be fabricated of .125" aluminum with a DA finish, bolted in place with a pump instrument panel installed.

An engine and pump control panel shall be provided at the rear of the vehicle. The following shall be located at the operator's position:

- 2.5" discharge pressure gauge
- start/stop control
- throttle control
- low oil pressure warning light

The pump control panel shall be recessed into the passenger's side rear corner of the rear vertical body wall. It shall be angled slightly for ease of access.

100269.1 - FUEL TANK

A stainless steel custom built remote fuel tank shall be installed for the auxiliary fire pump assembly at the rear of the apparatus. The fuel tank shall be bolted both the the bed and aft bulkhead of the upper body compartment. The fuel tank shall have capacity of approximately six (6) gallons. There shall be a fuel hose with plug in connections furnished between the fuel tank and carburetor assembly for the auxiliary pump.

100256.1 - ELECTRIC START WIRING TO CHASSIS

The 12 volt positive and negative cables shall be provided from the chassis battery to the fire pump area, wired through the master disconnect solenoid system. The cables shall have a circuit breaker installed at the chassis battery.

100474.1 - AUXILLIARY FIRE PUMP MOUNTING PROVISIONS

The auxiliary fire pump shall be installed at the center rear of the body. The sub-structure shall have welded in mounting sub-plates between the structural members.

100254.1 - PUMP ENGINE OIL DRAIN

The fire pump engine shall have an oil drain line installed. It shall allow for easy oil draining.

100253.1 - FIRE PUMP MASTER DRAIN

The fire pump shall have a master drain at the bottom of the water pump housing.

100273.1 - FRONT BUMPER MANIFOLD SUPPLY

There shall be an 1.5" stainless steel valve, with a flexible supply hose installed to feed the front discharge manifold.

100270.1 - 2-1/2" GATED INTAKE -- REAR

One (1) 2-1/2" gated suction intake shall be installed on rear area to supply the fire pump from an external water supply. The valve shall be controlled with a direct quarter-turn ball valve control handle and shall have 2-1/2" NH female thread with removable screen with plug.

100284.1 - TANK TO PUMP LINE INSTALLATION

The 3" tank to pump line shall be installed with a flexible hump hose connection and stainless steel clamps to the water tank. The 3" valve shall be controlled with a manually operated handle directly on the valve.

100281.1 - WATER TANK FILL AND COOLING LINE

One (1) 1" fire pump to water tank refill and bypass cooler line shall be provided. The pump to tank valve shall be a 1" full flow quarter turn ball valve with local control handle. A 1" flex hose shall be installed to the water tank.

100275.1 - 1" HOSE DISCHARGE -- REAR

One (1) 1" hose discharge shall be installed on the rear pump area, controlled by a quarter turn ball valve with local control handle. The discharge shall have a NPT x 1" male NH hose threads and cap.

100276.2 - 1-1/2" DISCHARGE -- REAR (Qty: 2)

One (1) 1-1/2" discharge shall be installed on the rear pump area, controlled by a quarter turn ball valve with local control handle. The discharge shall have 1-1/2" NPT x 1-1/2" NH male hose threads and cap.

100643.2 - HOSE REEL

One (1) Hannay aluminum hose reel shall be installed. The reel shall have leak proof ball bearing swing joint, adjustable friction brake, electric 12 volt rewind and manual crank rewind provisions.

The reel shall be mounted above the water pump and plumbing, center of the rear flat-bed body. There shall be a custom aluminum platform to support it.

REEL SHALL BE REVERSE WIND

100291.1 - REEL CAPACITY

Each hose reel shall have a capacity of 200 feet of hose.

100295.1 - HOSE REEL DISCHARGE

One (1) 1" discharge shall be piped from the fire pump to each hose reel with flexible high pressure hose. The quarter turn ball valve shall be on manifold.

100302.1 - NOZZLE MOUNT

Each 1" flexible hose discharge shall have a nozzle bracket installed to hold the nozzle in place.

100297.3 - HOSE REEL HOSE

One (1) 150' foot length of 3/4" water hose shall be installed on the hose reel. The hose shall be equipped with NH threaded couplings and have a 300 PSI working pressure.

100304.2 - HOSE REEL ROLLERS

Each hose reel shall be provided with a Hannay captive type four sided stainless steel roller assembly.

LOW MOUNT

100280.1 - GROUND SWEEP DISCHARGES -- FRONT BUMPER

Two (2) ground sweep discharge nozzles shall be installed, one each side of the front bumper. Each nozzle shall have a 1" electric control valve, switched independently in the cab. The discharges shall be equipped with removable ground sweep nozzles angled accordingly with a 180 degree total front sweep pattern. The flow rate shall be 15-30 gpm.

Each nozzle shall have a custom fabricated brush guard installed to protect from damage when off road. The valves and manifold shall be protected from damage by the front bumper and skid plate.

One (1) 1.5" front bumper ground sweep discharge shall be piped to the front bumper area. The discharge shall be controlled by a 1.5" manual override valve at the rear pump area. Flexible 1.5" diameter high pressure hose shall be provided from the pump to the sweep nozzles with low point drains where necessary.

100225.1 - WATER TANK GAUGE

A Class 1 "Intelli-Tank" water tank level gauge shall be installed on pump panel. The tank level gauge shall indicate the liquid level on an easy to read LED display and show increments of 1/8 tank. A pressure transducer mounted on the outside of the tank in an easily accessible area.

100200.1 - WATER TANK SPECIFICATIONS

The water tank shall have a capacity of 400 gallons.

100203.1 - TANK BUILD SPEC

The water tank shall be constructed of black polypropylene, poly-welded and tested inside and out. The tank manufacturer shall define the floor, top, sides, ends, and baffles material thickness. The tank shall carry a lifetime warranty.

The transverse and longitudinal swash partitions shall be interlocked and welded to each other as well as to the walls of the tank. The partitions shall be designed and equipped with vent holes to permit air and liquid movement between compartments. The tank covers shall be welded on top and bottom, and the transverse partitions, providing rigidity during fast fill operations. Drilled and tapped holes for lifting eyes shall be provided in the top area of the water tank.

The water tank manufacturer shall certify the capacity of the water tank prior to delivery of the apparatus. This capacity shall be recorded on the manufacturer's data plate.

100205.1 - NFPA COMPLIANCE

The water tank construction shall conform to applicable NFPA standards.

100207.1 - FILL TOWER LOCATION

The tank fill tower shall be located in the driver's side rear corner of the water tank.

100209.1 - VENT AND OVERFLOW

The fill tower shall incorporate a vent and overflow system shall be designed into the water tank. The system shall include a 3" diameter pipe that functions both as an air vent while emptying the tank and as an overflow when filling the tank. The overflow shall discharge excess water below the frame rails of the vehicle.

100215.1 - PUMP TO TANK CONNECTION

An 1-1/2" connection shall be provided on the water tank for connection of the discharge side of the pump to the tank for filling purposes. The valves and hose required to complete this connection shall be supplied by the final assembler.

100216.1 - WATER TANK DRAIN PLUG

A 1.5" drain plug shall be installed in the bottom of the water tank under P/S wheel well for water tank draining and flush-out of debris.

100549.2 - CUSTOM RESCUE SIDE ALUMINUM BODY

The body will be a custom fabricated severe service rescue-side type, constructed of all aluminum. The body shall be 114" long by 96" wide, designed for a 60" cab to axle dimension. The body shall be specifically designed and engineered for off-road wildland firefighting.

MAIN FRAME

The body shall have 6" x 1.75" structural aluminum channel main frame rails. The body frame rails shall be isolated from the truck frame by .500" industrial isolators.

SUB-FRAME

The cross-members shall be 3" x 2 5/16" structural aluminum I beams with cross-members on 12" centers.

MOUNTING

The body shall be bolted to the chassis frame rails at the rear end of the frame. There shall be brackets installed at the middle of the body frame to prevent side to side movement. The body shall be spring mounted at the front of the body frame. The flexible mounting system shall allow for body/chassis flexing during extreme off road conditions.

SQUARE CORNERS

The front corners of the flat-bed body shall be square.

HEADACHE RACK

The front of the body shall have a 2" formed aluminum tube headache rack. The rack shall extend the full width of the body and be attached to the front body corners. The assembly shall extend above the chassis cab and have mounting platform for installation of the light bar and two work lights. Wiring for the lights will be placed inside the tubing for protection. The headache rack shall have four (4) vertical 2" tubes for extra strength.

FUEL FILLER

The fuel filler tube and cap shall be installed at the driver's side, rear of the body.

FENDER PANELS

The lower portion of the flat-bed body shall have fender panels over and aft of the rear wheel panel area. The panels shall be constructed of aluminum. The wheel well openings will be cut out to conform to the wheels.

REAR BODY PANEL

A vertical body panel shall be installed at the rear of the body constructed of .125" smooth aluminum. The panel shall house the running lights, taillights, back-up lights, and emergency lights. The body panel shall be angled to allow for a 27 degree angle of departure.

PROTECTIVE RAILS

The upper body area shall be protected with radius corner 1" diameter aluminum tube railing assembly installed around the top of the body. The corners of the body shall have vertical risers space in critical areas. The railings shall act as protection for the upper body structures when off road in heavy brush conditions. The rear upper body corner rails shall house the upper emergency lights and work lights.

SIDE BODY COMPARTMENTS, FRONT BODY -- DRIVER AND PASSENGER'S SIDES

Two (2) body equipment storage compartments shall be installed at the front of the body just behind the headache rack, one each side of the apparatus. The dimensions shall be approximately: 30" wide, 44" high, and 24" deep. The compartments shall be constructed of .125" aluminum on all exterior surfaces. Each compartment shall be equipped with a vertically hinged door with a single latch installed. The doors shall be equipped with gas operated door opening assistant cylinders.

Each vertical compartment shall have one (1) fixed shelf.

The compartment floors shall be lined with turtle tile.

203801.1 - DA FINISH BODY AND COMPARTMENTS/TRAYS

The exterior surface of all body skins, compartments, and trays shall all be smooth DA aluminum finish. The surface shall be prepped, cleaned, and sanded in a small swirl finish.

ALL STEPPING SURFACES SHALL BE TREAD PLATE.

100121.1 - ANGLED CORNERS, BODY

The front corners of the body will be angled at approximately 22 degrees.

100141.1 - FRONT BODY TRANSVERSE COMPARTMENT, UPPER

A transverse compartment 96" long x 18" wide x 24" high (exterior dimensions) will be installed in front of the water tank, on the body floor, between the vertical compartments. The compartment floor shall be lined with Turtle Tile.

203465.2 - TRANSVERSE EQUIPMENT STORAGE TRAY, ABOVE TRANSVERSE COMP

There shall be an expanded aluminum equipment storage tray installed above the front transverse compartment. The tray shall be open on top. It shall be approximately 92"l x 18"w x 12"h. The tray shall be installed between the headache rack and the water tank. The bottom of the tray shall be lined with turtle tile.

100144.2 - DRIVERS SIDE UPPER BODY COMPARTMENT

A body equipment storage compartment shall be installed on the flatbed surface, driver's side of the apparatus. The exterior dimensions shall be approximately 68" wide, 24" high, and 18" deep. The compartment shall be constructed of .125" aluminum on all exterior surfaces.

The compartment shall be equipped with:

- a lift up door with latch installed
- key type door locks.
- dual gas operated door opening assistant cylinders.
- a white LED strip light that is automatically controlled by a door activated switch.
- a louvered vent
- Turtle Plastics Turtle Tile Compartment Matting shall be installed in the compartment. Turtle Tile shall be black in color and lock together design.

The actual door opening shall be approximately 3" smaller in dimension.

100148.1 - PASSENGERS SIDE UPPER BODY COMPARTMENT

A body equipment storage compartment shall be installed on the flatbed surface, driver's side of the apparatus. The exterior dimensions shall be approximately 48" wide, 24" high, and 18" deep. The compartment shall be constructed of .125" aluminum on all exterior surfaces.

The compartment shall be equipped with:

- a lift up door with latch installed
- key type door locks.
- dual gas operated door opening assistant cylinders.
- a white LED strip light that is automatically controlled by a door activated switch.
- a louvered vent
- Turtle Plastics Turtle Tile Compartment Matting shall be installed in the compartment. Turtle Tile shall be black in color and lock together design.

The actual door opening shall be approximately 3" smaller in dimension.

100585.1 - UNDER BODY COMPARTMENTS -- REAR BODY, D/S AND P/S

Two (2) under flat bed equipment storage compartments shall be installed under the flatbed surface, on the passenger's and driver's side of the apparatus, behind the rear axle. The exterior dimensions shall be approximately: 20" wide, 15" high, and 23" deep. The compartments shall be constructed of .125" aluminum on all exterior surfaces. The compartments shall be equipped with a vertically hinged door with latch installed. The compartment shall have turtle tile installed.

100159.1 - UNDER BODY COMPARTMENT -- REAR CENTER

An under body equipment storage compartment shall be installed under the flatbed surface located in the center rear of the apparatus. The compartment shall be between the vertical body beams, upper floor surface, and an aluminum lower floor area. The compartment shall be equipped with a hinged drop down door with dual latches installed.

The exterior dimensions shall be approximately:

108" for a 114"L bed

120" for a 138"L bed

100164.1 - DOOR AJAR LIGHT

A "door ajar" warning light shall be installed on the center console. The light shall be flashing red LED light with a clear lens.

The door ajar light shall be activated by door ajar switches installed on every compartment door.

203470.3 - EXPANDED ALUMINUM HOSE TRAY -- DRIVERS SIDE

A hose storage tray shall be installed over the driver's side equipment compartment, on the driver's side of the apparatus. The dimensions shall be approximately: 16" wide, 12" high, and 72" long. The hose tray shall be constructed entirely of .125" expanded aluminum on all exterior surfaces. The compartment shall be equipped with a hinged lift up DIAMOND PLATE aluminum door with a latch installed. The hose tray shall be equipped with Turtle Tile floor covering.

203471.4 - EXPANDED ALUMINUM TOOL STORAGE TRAY--PASSENGERS SIDE

A tool storage compartment shall be installed over the passenger's side equipment compartment, on the driver's side of the apparatus. The exterior dimensions shall be approximately: 16" wide, 12" high, and 72" long. The compartment shall be constructed of .125" expanded aluminum on all exterior surfaces. The compartment shall be equipped with Turtle Tile floor covering.

The actual door opening shall be approximately 3" smaller in dimension.

200317.1 - I-ZONE BRACKETS

Two easily removable or flip out I Zone brackets will be provided and mounted at the rear of the apparatus, one on each side. The brackets will be designed with adequate reinforcement to eliminate flexing of the body and not interfere with any of the rear facing lights when carrying hose. The brackets will be mounted beside upper grab rail on the rear and as high as practical

100180.1 - REAR PULL OUT STEP

There shall be a rear "Pull-Out-Fold-Down" step located at the driver's side rear of the apparatus, step shall be stowed in a

pocket under the rear of the unit. Storage pocket shall be fabricated to allow easy access to deploying for operation.

100181.1 - FOLDING STEP

A Signature 4 lighted 8" square folding step of die cast zinc shall be installed. The step shall comply with NFPA non-slip standards and shall be installed on the rear driver's side of the body. The step shall be equipped with lighting to NFPA standard.

100692.1 - SIDE BODY ACCESS STEPS

There shall be a body access step assisting in access to top of the tool/hose trays from the side of the apparatus. It shall be a stirrup design, and be fabricated from 1" aluminum tubing. They shall be installed under the front of the body, one (1) each side.

100325.1 - ELECTRICAL ENCLOSURE

An electric wiring enclosure for the 12 volt wiring shall be installed in the forward wall of the driver's side upper body compartment with an access panel. The dimensions of the enclosure shall be approximately 20" high, 14" wide, and 4" deep.

100326.1 - 12 VOLT ELECTRICAL SPECIFICATIONS

The following describes the low voltage electrical system on the apparatus including all panels, electrical components, switches and relays, wiring harnesses and other electrical components. The apparatus manufacturer shall conform to the latest Federal DOT standards, current automotive electrical system standards and the applicable requirements of the NFPA.

Wiring shall be stranded copper or copper alloy conductors of a gauge rated to carry 125 percent of the maximum current for which the circuit is protected. Voltage drops shall not exceed 10 percent in all wiring from the power source to the using device. The wiring, wiring harness and insulation shall be in conformance to applicable SAE and NFPA standards. The wiring harness shall conform to SAE J-1128 with GXL temperature properties. Exposed wiring shall be run in a loom with a minimum 289 degree Fahrenheit rating. Wiring looms shall be properly supported and attached to body members. Electrical conductors shall be constructed in accordance with applicable SAE standards, except when good engineering practice requires special construction.

All wiring connections and terminations shall provide positive mechanical and electrical connections and be installed in accordance with the device manufacturer's instructions. When wiring passes through metal panels, electrical connections shall be secured with mechanical type fasteners and rubber grommets

Wiring between cab and body shall be split using connectors or enclosed in a terminal junction panel allowing body removal with minimal impact on the apparatus electrical system. Connections shall be crimp-type with heat shrink tubing with insulated shanks to resist moisture and foreign debris such as grease and road grime. Weather resistant connectors shall be provided throughout the system.

Electrical junction or terminal boxes shall be weather resistant and located away from water spray conditions. When required, automatic reset breakers and relays shall be housed in the main body junction panel.

There shall be no exposed electrical cabling, harnesses, or terminal connections located in compartments, unless enclosed in an electrical junction box or covered with a removable electrical panel. Wiring shall be secured in place and protected against heat, liquid contaminants and damage.

Low voltage overcurrent protective devices shall be provided for the electrical circuits. The devices shall be accessible and located in required terminal connection locations or weather resistant enclosures. Overcurrent protection devices shall be automatic reset type suitable for electrical equipment and meet SAE standards. All electrical equipment, switches, relays, terminals, and connectors shall have a direct current rating of 125 percent of maximum current for which the circuit is protected. Electro-magnetic interference suppression shall be provided in the system as required in applicable SAE standards.

The electrical system shall include the following:

Electrical terminals in weather exposed areas shall have a non-conductive grease or spray applied. All terminal plugs located outside of the cab or body shall be treated with a corrosion preventative compound.

All electrical wiring shall be placed in a protective loom or be harnessed.

Exposed connections shall be protected by heat shrink material and sealed connectors.

Large fender washers shall be used when fastening equipment to the underside of the cab roof and all holes made in the roof shall be caulked with silicone.

Electrical components installed in exposed areas shall be mounted in a manner that will not allow moisture to accumulate

inside.

A coil of wire must be provided behind an electrical appliance to allow them to be pulled away from mounting area for inspection and service work.

All lights in a weather exposed area that have their sockets shall have corrosion preventative compound added to the socket terminal area.

100327.1 - ELECTRICAL HARNESS AND WIRING

All wiring shall be hidden, enclosed, or protected under the body in protective material, or within the apparatus body components. In addition, split loom conduits shall be installed and enclosed, suitably secured and protected against heat and physical damage.

100090.1 - BATTERY MASTER DISCONNECT

A battery disconnect system shall be installed to control the 12 volt power supply from the battery system to the body and cab final stage manufacturer installed equipment. The solenoid shall be controlled by the standard key starter switch.

100094.1 - BATTERY CHARGER AND 120 VOLT SHORE POWER RECEPTACLE

A Kussmaul Autocharge 1000, Model 091-215-12, high output automatic battery charger shall be provided. The battery charger shall be wired to the 12 volt battery system. The unit shall be mounted in a clean, dry area accessible for service and/or maintenance. It shall be wired to the specified shore power receptacle.

It shall include Model 091-194B-IND-WT-XX Digital Status Display Center.

It shall also include Model 091-55-15-120 15 amp "auto-eject" shore power receptacle with hinged weatherproof cover and an enclosure for protection from dirt and damage. The shore power plug shall be "ejected" when the chassis' engine starter is engaged and the receptacle shall be wired to any 120 volt A/C equipment requiring shore power.

Location shall be: Determined at the Pre-Construction conference.

Color of Digital Status Display Center and Auto Eject: Determined at pre-construct conference

Components wired hot: Determined at pre-construct conference

100328.1 - DOT IDENTIFICATION LIGHTS

All LED identification lights shall be installed on the vehicle as required by applicable highway regulations.

100329.1 - LICENSE PLATE MOUNTING

An LED license plate light shall be installed on the rear vertical wall of the body.

100330.1 - BRAKE, TURN, TAIL LIGHTS

Two (2) Whelen M6 Series Model M6BTT 4-5/16" x 6-3/4" brake, turn, tail lights with M6FC chrome flanges shall be provided. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lighthouse configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens. The lighthouses shall be surface mountable via two screws.

The lighthouses shall utilize an optic collimator and a chrome vacuum metalized reflector for maximum illumination. The lighthouse shall include 164 flash patterns including: a variety of CA Title 13 compliant, sinkable, left/right, top/bottom, in/out, and steady burn. The lighthouses shall have the Whelen exclusive NERM (Non-Emergency Recognition Mode) feature.

The lens/reflector assembly shall be wet sealed and resistant to: water, moisture, dust, and other environmental conditions. The outer lens shall have a hard coating applied to increase strength and ensure longevity. The light engine shall be installed at the rear of the unit and be completely sealed. The pc board shall be conformal coated for additional protection.

The lights shall be furnished with five 6" wire pigtails, a Santoprene rubber gasket and the #M6FC chrome flanges shall be included for installation.

100331.1 - BACK-UP LIGHTS

Two (2) Whelen M-Series, 4" x 6" rear LED back-up lights shall be installed.

100712.1 - OFF-ROAD LIGHTS

There shall be two (2) FRC SoBrite 6" LED lights installed on front bumper/grille guard.

100070.1 - NO BUMPER GROUND LIGHTS

There shall be no under bumper ground lights installed.

200312.1 - GROUND LIGHTS, CAB, 4 DOOR, LED STRIPS

Four (4) LED ground strip lights shall be installed under the cab step area in compliance with NFPA standards, two (2) on each side of the apparatus, wired to the Cencom, and the chassis interior lights.

100182.1 - GROUND LIGHTS - UNDER FRONT OF BODY

Two (2) LED strip ground lights shall be installed under the side step area, one on each side of the apparatus. They shall have an aluminum housing, and be 800 lumens at 1.4 amps.

100184.1 - BODY WORK LIGHTS

Four (4) Grote #63871 LED body work lights with clear lens shall be installed, wired to switch on the Cencom. They shall have an aluminum housing, and be 800 lumens at 1.4 amps. Location shall be: in each corner of the protective tubing assembly to light the pump panel and the front body walkway area.

100322.1 - SCENE LIGHTS

Six (6) Rigid Manufacturing Dually 20211 scene lights shall be installed. The LED scene lights shall incorporate clear LED's with a clear optic polycarbonate lens for maximum illumination.

Location shall be: Two (2) outward facing, each side of body, two (2) rear facing.

100107.1 - BACK-UP CAMERA SYSTEM

One (1) Rear View Systems camera system shall be furnished utilizing a camera which provides a wide field of view and picture quality. A sealed camera enclosure shall be utilized along with electronic connections. The color monitor shall be installed in cab.

One (1) camera shall cover the rear of the apparatus, which will activate during back-up mode and during normal operations if needed.

Location:

100099.1 - RADIO INSTALLATION

One (1) fire radio, one (1) faceplate (if applicable) and one (1) speaker shall be supplied by the purchaser to be installed.

THIS OPTION DOES NOT INCLUDE INSTALLATION OF ANTENNAS, CABLES, OR MDT/MCT.

100620.1 - INSTALLATION -- RADIO ANTENNA

One (1) radio antenna with cable shall be supplied by the purchaser and installed on the apparatus at a location to be determined by the purchaser.

THIS OPTION DOES NOT INCLUDE INSTALLATION OF RADIOS, OR MDT/MCT.

100324.1 - BACK-UP ALARM

One (1) back up alarm shall be installed.

203773.1 - ELECTRONIC SIREN

One (1) Whelen, Model #CCSRNT4G CenCom Carbide siren with auxiliary switches with noise canceling microphone shall be provided. Siren head will be mounted on the center console in easy reach of the driver.

100313.1 - SIREN SPEAKER

One (1) Whelen Model #SA315P Projector Series siren speaker shall be provided with bracket. The 100 watt siren speaker shall be designed in a black nylon composite housing with 123 decibel rating.

Location shall be: Behind the front grille.

100310.1 - MOUNTING OF LIGHT BAR WITH PROTECTIVE GUARD

The lightbar shall be mounted on the headache rack shelf with an aluminum brush guard protective assembly.

100309.1 - LIGHTBAR

A Whelen Legacy low profile Super-LED NFPA lightbar shall be installed. The 54" lightbar shall be designed to meet the minimum clearing requirements for Zone A Upper. The internal components of the lightbar shall be housed within a two piece extruded aluminum base/top. The outer shell shall be clear optic polycarbonate lenses designed to maximize light output and shield against environmental elements.

The lightbar shall utilize snap-in brackets to hold in the lighthead. The brackets shall give the end user the ability to make quick repairs. The lightbar shall have all solid state components. The lightbar shall have two wire harnesses exiting the unit: one (1) 17 conductor 22 gauge control cable which controls all internal light functions; and one (1) 2 conductor 10 gauge cable for main power and ground. Each cable shall be 15' long.

The lightbar shall have four (4) red Linear Super-LED corner modules to provide off angle protection for the front and rear of the vehicle. Each corner module shall consist of twelve (12) Super-LEDs mounted within a vacuum metalized parabolic reflector. The corner module shall also utilize an optic collimator for maximum light output. The twelve (12) LEDs shall be mounted in one straight line.

The solid state I/O board shall be microprocessor controlled. The I/O board shall have built-in reverse-polarity protection and output-short protection. The board shall have the ability to flash sixteen (16) LED warning lights. There shall be a data bank of 13 Scan-Lock flash patterns including steady burn. The board shall also have outputs to add takedown and alley lights. Low power and cruise light function shall also be included. The cruise light function shall allow the user to employ the four (4) corner modules as marker courtesy lights.

The lightbar shall include clear "Take Down" and "Alley Lights".

The lightbar shall have an amber "Traffic Advisor" built into the rear portion of the lightbar.

100316.1 - NFPA WARNING LIGHTS

ZONE A -- LOWER FRONT WARNING LIGHTS

Two (2) Whelen M-6RC Series 4" x 6" warning lights shall be installed in the lower front area of the cab. The warning lights shall incorporate Linear-Super LED and Smart LED technology. Each lighthead shall have six (6) RED Super-LEDs with a clear non-optic polycarbonate lens for maximum light spread. Each lighthead assembly shall have internal flasher, eleven (11) Scan-Lock flash patterns, including steady burn and synchronize power functions. The lighthead shall have a conformal coated circuit board for moisture protection. The lights shall be mounted in a chrome plastic flange bezel assembly.

COLOR: RED LED/CLEAR LENS

ZONE B AND D -- INTERSECTION LIGHTS

Two (2) Whelen M-6RC Series 4" x 6" warning lights shall be installed. The warning lights shall be installed in lower front bumper or cab fenders, one (1) each side, as far forward as possible. The warning lights shall incorporate Linear-Super LED and Smart LED technology. The lighthead shall have six (6) RED Super-LEDs with a clear non-optic polycarbonate lens for maximum light spread. The lighthead assembly shall have internal flasher, eleven (11) Scan-Lock flash patterns, including steady burn and synchronize power functions.

COLOR: RED LED/CLEAR LENS

ZONE B AND D -- LOWER REAR CORNER WARNING LIGHTS

Two (2) Whelen M-6RC Series 4" x 6" warning lights shall be installed. The warning lights shall be located one (1) each side lower rear body corner, as far rearward as possible. The warning lights shall incorporate Linear-Super LED and Smart LED technology. The lighthead shall have six (6) RED Super-LEDs with a clear non-optic polycarbonate lens for maximum light spread.

COLOR: RED LED/CLEAR LENS

ZONE B AND D -- UPPER SIDE REAR WARNING LIGHTS

Two (2) Whelen M-6RC Series Model #M6R 4" x 6" warning lights and a chrome flange shall be upper rear body side panel. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lighthead shall have six (6) RED Super-LEDs with a clear non-optic polycarbonate lens for maximum light spread.

COLOR: RED LED/CLEAR LENS

ZONE C -- UPPER REAR WARNING LIGHTS

Two (2) Whelen M-6RC Series Model #M6R 4" x 6" warning lights and a chrome flange shall be installed in the upper rear body panel. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lightheads shall have six (6) RED Super-LEDs with a clear non-optic polycarbonate lens for maximum light spread.

COLOR: RED LED/CLEAR LENS

ZONE C -- LOWER REAR WARNING LIGHTS

Two (2) Whelen M-6RC Series 4" x 6" warning lights shall be installed. The warning lights shall be located one (1) each side, rear lower area of body. The warning lights shall incorporate Linear-Super LED and Smart LED technology. The lightheads shall have six (6) RED Super-LEDs with a clear non-optic polycarbonate lens for maximum light spread.

COLOR: RED LED/CLEAR LENS

100335.1 - CUSTOM GRAPHICS

The apparatus shall be provided with two (2) custom designed sign gold graphics, emblems, or seals. The installation shall be designed primarily with letters and numbers as specified. The purchaser shall approve of the design graphics prior to installation.

203904.1 - NO CAB ROOF LETTERING**100338.1 - REFLECTIVE STRIPING**

The sides of the vehicle shall be provided with a 1" x 4" x 1" wide 3M brand Scotchlite reflective multi-stripe. There shall be a 1" gap between each of the stripes. The striping shall be placed up to 60" above ground level and shall conform to NFPA reflectivity requirements. At least 50% of the perimeter length of each side shall have reflective striping.

100345.1 - REAR CHEVRON STRIPING

There shall be alternating chevron striping installed on the rear vertical body panel. The chevron striping shall consist of 6" diamond grade in the following colors:

The first color shall be red diamond grade.

The second color shall be lime yellow diamond grade.

100346.1 - CAPACITIES PLACARD

The apparatus shall have a reflective placard that provides the following information:

Water Tank Capacity
Pump Capacities
NWCG Typing
Skeeter Contact Information

100040.1 - CHASSIS PREPARATION

The chassis cab shall be "prepped" for fire apparatus production as follows:

- a) Wash and clean chassis
- b) Weigh chassis for NFPA reports
- c) Quality control check in.

100041.1 - SEATING

There shall be a label identifying the number of seat belted locations on the unit.

100042.1 - WARNING LABEL -- SEAT BELT USAGE

A warning label for use of seat belts shall be installed in the cab by the chassis manufacturer.

100043.1 - LOUD NOISE WARNING LABEL

A final stage manufacturer shall install "hearing loss" potential warning labels on the vehicle in any areas or fixed equipment that produces excessive noise levels. (exhaust outlet, sirens and air horns shall not be required for such equipment.)

100135.1 - WARNING LABEL -- NO RIDING ON REAR

A warning label stating: "NO RIDING ON REAR OF APPARATUS" shall be installed on rear of the apparatus. The label shall be applied to the vehicle at the rear step area. The label shall warn personnel that riding in or on these areas, while the vehicle is in motion, is prohibited.

100136.1 - SKEETER BRUSH TRUCK EMBLEMS

Five (5) Skeeter Brush Trucks emblems will be affixed to the cab and body.

100196.1 - FINAL ASSEMBLY AND APPARATUS FINISHING PREP SPECIFICATIONS

The apparatus shall be assembled in a high quality and controlled environment. The fit, form, and finish of the body shall be to the highest level fire apparatus manufacturing standards. Upon completion, the apparatus shall be ready for final inspection and road testing as required herein.

100361.1 - FIRE PUMP OPERATIONS TEST

The fire pump shall have a operational pump test performed by a Skeeter Brush Trucks technician with a run time of one (1) hour to confirm proper operations of all pump related components.

*** NOTE: ALL TESTING SHALL BE DONE AND PERFORMANCE OBSERVED BETWEEN SEA LEVEL AND 1000' ELEVATION.

*** HIGH ALTITUDE PERFORMANCE MAY NOT REPRESENT TESTING RESULTS SHOWN.

100362.1 - ELECTRICAL LOAD ANALYSIS

A 12 volt electrical load analysis shall be performed in order to test response and stationary modes of electrical amp load.

100363.1 - NFPA COMPLIANCE

The fire apparatus shall be built to the purchaser's requirements stated in this specification in compliance with all state and federal highway safety requirements. The vehicle is designed to meet NFPA 1906.

Unless included in the specification, the customer will provide all the necessary equipment to comply with NFPA 1906 Section 10.2.

100365.1 - ROAD TEST

A road test will be conducted with the apparatus fully loaded and a continuous run of no less than ten (10) miles. During that time the apparatus will show no loss of power nor will it overheat. The transmission drive shaft or shafts and the axles will run quietly and be free of abnormal vibration or noise.

100366.1 - APPARATUS WARRANTY SKEETER MANUFACTURED ITEMS

A five (5) year parts and labor warranty on items manufactured by Skeeter Brush Trucks and a ten (10) year warranty on the structural integrity of the body. For warranty issues please contact your local dealer or Skeeter Brush Truck service center and request warranty from the service advisor at that location.

100369.1 - WATER TANK WARRANTY

MANUFACTURER'S LIMITED WARRANTY AND NOTICE OF DISCLAIMER OF EXPRESS AND IMPLIED WARRANTIES

Manufacturer issues this limited warranty to the customer who is the original retail purchaser ("Customer") of a polypropylene tank (the "Tank") (10 to 4000) gallons.

100351.1 - PRE-CONSTRUCTION CONFERENCE, FACTORY

A pre-construction conference shall be held at Skeeter Brush Trucks manufacturing facility in Hillsboro, Texas. The purpose of the conference is to review and clarify aspects of apparatus components and construction. It shall be attended by representatives of the purchasing department, the apparatus dealer, and Skeeter Brush Trucks.

The transportation to this meeting shall be the responsibility of purchaser.

100651.1 - DRAWINGS

There shall be design drawings submitted to the customer prior to the pre-construct conference. The CAD drawings shall include all sides of the apparatus. The customer shall agree to the drawings reflecting the correct apparatus design and

layout prior to construction.

204029.1 - PRE-PAYMENT

The purchaser shall pre-pay 100% of the entire project contract price at the signing of the contract.

204229.1 - FINAL INSPECTION, MANUFACTURING PLANT

Representatives from the purchaser and the dealer shall be present at Skeeter's manufacturing facility in Hillsboro, Tx for the final inspection of the apparatus. A factory representative will assist the purchaser with review of the specifications to confirm they match the apparatus.

Cost of transportation to and from the facility shall be the responsibility of the purchaser.

*** NOTE, UNLESS PRIOR APPROVAL BY SKEETER BRUSH TRUCKS, FINAL INSPECTION AT THE PLANT IS MANDATORY ***

100356.1 - DEMONSTRATION AND FAMILIARIZATION OF APPARATUS

The bidder shall demonstrate and familiarize the purchaser regarding the vehicle's operation. This shall include operation of chassis, major components, review of delivery information and documentation. This demonstration shall be completed at Skeeter Brush Trucks factory location in Hillsboro, Texas.

100358.1 - DELIVERY REQUIREMENTS

The apparatus shall be picked up at the manufacturer's plant by the purchaser.



TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: February 3, 2020

FROM: Eric Greaser, Fire Chief *EG*

ITEM: **Consider approval of a Contract for Services with the University of Texas Southwestern Medical Center to provide continuing education services for the Department's licensed and certified EMS personnel, and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND INFORMATION: This Letter of Agreement with The University of Texas Southwestern Medical Center provides EMS CE for the Department's licensed and certified EMS personnel. The Agreement includes specific guidelines for scheduling, instructional content, record keeping and participation for both parties. The Town of Flower Mound is required by the Department of State Health Services to maintain a contractual relationship with a physician for oversight of our medical control operations. We operate as a paramedic level delivery service directly through him and his medical license. As part of this service, we are required to receive 144 hours of continuing education every four years for each of our paramedics. This has been vital in the continued exceptional level of emergency medical care we deliver to our customers. Providing this education for our employees benefits us by ensuring them access to the hours required to renew their certifications and licenses, helping the department to maintain staffing levels. It also ensures there is a continuity of EMS instruction for assessment and treatment within our protocols.

FISCAL IMPACT: \$15,512.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$15,512.00	100-660-62000-5110

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

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

ATTACHMENTS:

1. Contract for Services

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

UTSW Contract ID No. FY2020-6398

CONTRACT FOR SERVICES

I. CONTRACTING PARTIES:

This agreement is entered into by and between The University of Texas Southwestern Medical Center, 5323 Harry Hines Blvd., Dallas, Texas 75390, hereinafter referred to as "UT Southwestern," and the Town of Flower Mound, 2121 Cross Timbers Road, Flower Mound, TX 75028, hereinafter referred to as "Town."

II. STATEMENT OF SERVICES TO BE PERFORMED:

UT Southwestern will provide continuing education services, including the services of a Continuing Education Instructor ("Instructor") to perform continuing education ("CE"), evaluation and record keeping of all paramedic CE related activities, personalized instruction and evaluation, complete all reporting requirements of the Texas Department of State Health Services ("DSHS"), and respond to requested data base queries.

III. BASIS FOR CALCULATING REIMBURSABLE COSTS:

- A. This contract shall be for 133 students, 12 hours per year, at a rate of \$9.50/per provider, per hour, for an annualized amount of \$15,162.00.
- B. In consideration for the services as described in Section II, Town shall pay to UT Southwestern an Administrative and Technology fee not to exceed \$350 for the one-year term of this Agreement.
- C. Total contract amount as described above will be \$15,512.00.

IV. PAYMENT FOR SERVICES:

UT Southwestern shall invoice upon execution of this Agreement and Town shall pay within 45 days after receipt of such invoice.

V. INDEPENDENT CONTRACTOR:

The status of UT Southwestern and its employees, serving as Medical Director and CE Coordinator, performing work related to this Agreement, shall be that of independent contractors and not agents, servants, employees or representatives of Town in the performance of the services. No term or provision of, or act of UT Southwestern or Town under this Agreement shall be construed as changing that status.

VI. TERM OF CONTRACT:

The term of this contract shall begin October 1, 2019 and shall terminate September 30, 2020 ("Term"), subject to the termination provision set forth in Section IX below.

VII. INDEMNIFICATION:

- A. Subject to the provisions of Part C below, UT Southwestern, to the extent permitted by the Constitution and laws of the State of Texas, shall indemnify and hold harmless Town and all of its officers, agents, and employees from any suits, actions, or claims whatsoever that might arise on account of any injury or

UTSW Contract ID No. FY2020-6398

damage received or sustained by any person or property as a result of UT Southwestern's conduct of any activity or operation in connection with UT Southwestern's provision of services required under this Agreement.

- B. Town shall give UT Southwestern prompt notice of any matter covered by Subsection VII(A) above and shall forward to UT Southwestern every demand, notice, summons, or process received in any claim or legal proceeding covered by Subsection VII(A) above.
- C. UT Southwestern shall not be obligated to indemnify or hold harmless Town or any of its officers, agents, or employees when the injury or damage to a person or property is caused by the negligence of Town, its officers, agents, employees, or the negligence of a person or persons not under the supervision or control of UT Southwestern.
- D. No provision of this Agreement shall be interpreted to constitute a waiver of the immunities or limits of liability granted to UT Southwestern or Town under the Constitution and laws of the State of Texas, including the Texas Tort Claims Act.

VIII. ASSIGNMENT:

UT Southwestern shall not sell, assign, transfer or convey this Agreement, in whole or in part, without the prior written consent of Town's Fire Chief; and as a condition of such consent, UT Southwestern shall still remain liable for completion of the services in the event of default by the successor contractor or assignee.

IX. TERMINATION:

Either party may, at its option and without prejudice to any other remedy it may be entitled to at law, in equity or elsewhere under this Agreement, terminate further work under this Agreement, in whole or in part, by giving the other party at least ninety (90) days prior written notice of termination.

X. NOTICES:

Any notice, payment, statement or demand required or permitted to be given hereunder by either party to the other may be effected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three days after mailing.

If intended for City:

Fire Department
Town of Flower Mound, Texas
2121 Cross Timbers Road
Flower Mound, TX 75028

If intended for UT Southwestern:

Director, Contracts Management
The University of Texas Southwestern
Medical Center
5323 Harry Hines Blvd.
Dallas, TX 75390-9056

UTSW Contract ID No. FY2020-6398

XI. APPLICABLE LAWS:

This Agreement is entered into subject to the Charter and ordinances of Town, as amended, the Rules and Regulations of the Board of Regents of The University of Texas System, and all applicable State of Texas and Federal laws.

XII. VENUE:

The obligations of the parties to this Agreement shall be performable in Denton County, Texas.

XIII. GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

XIV. LEGAL CONSTRUCTION:

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XV. COUNTERPARTS:

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XVI. CAPTIONS:

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

XVII. SUCCESSORS AND ASSIGNS:

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and, except as otherwise provided in this Agreement, their assigns.

XVIII. NONSOLICITATION OF PERSONNEL:

Town agrees that it will not, during any term hereof, or for a period of twelve (12) months following the termination of this Agreement, directly or indirectly, through any manner or means, impair or initiate any attempt to impair the relationship which exists between personnel then employed or retained by UT Southwestern through offers of employment or offers of contracts for Services to be rendered by such personnel or otherwise.

UTSW Contract ID No. FY2020-6398

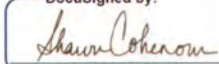
XIX. ENTIRE AGREEMENT:

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

The Town of Flower Mound, Texas signing by and through its Town Manager, duly authorized to execute same by Town Ordinance 37-06 Sec. 2-235 adopted by the Town Council on July 17, 2006, and The University of Texas Southwestern Medical Center, signing by and through its duly authorized representative, thereby binding themselves, their successors, assigns and representatives for the faithful and full performance of the terms and provisions of this Agreement.

THE UNIVERSITY OF TEXAS
SOUTHWESTERN MEDICAL CENTER

TOWN OF FLOWER MOUND, TEXAS

DocuSigned by:

D214AF5860D9D4D0
Shawn Cohenour
Director, Contracts Management

Steve Dixon
Mayor

Date: 12/27/2019 | 8:21 AM CST

Date: _____



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Shawn Cohenour

Shawn.Cohenour@UTSouthwestern.edu

Director, Office of Contracts Management

UT Southwestern Medical Center

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Support Services Manager

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TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: February 3, 2020

FROM: David Stallings, Traffic Operations Manager

ITEM: Consider approval of the award of Request for Bid Number 2020-15-A to the lowest responsive, responsible bidders, Vulcan, Inc. (Group I) and Centerline Supply, Inc. (Groups II, III, and IV) at the unit prices bid, for an estimated annual expenditure of \$285,000; and authorization for the Mayor to execute same on behalf of the Town. The contract is for one-year with four one-year renewal options.

BACKGROUND INFORMATION: On November 11, 2019 a Request for Bid was issued and a notice to bidders was advertised. Four (4) responses were received by the due date of December 18, 2019. The bids were reviewed for compliance with submission requirements and a decision was made to award to Vulcan, Inc. and Centerline Supply, Inc. as this option is in the best interest of the Town. The items will be purchased on an 'as-needed' basis and funds are budgeted each fiscal year.

The Traffic Services Division maintains the Town's traffic signals, signs, and street markings. The materials were grouped into related categories such as regulatory signs, warning and school signs, sign blanks, pavement markings, and hardware.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$285,000.00

Proposed Expenditure:	Account Number(s):
\$285,000.00 estimated annually	100-various materials accounts

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Bid tabulation
2. Contract - Centerline Supply Inc.
3. Contract - Vulcan Inc.

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



BID NO. 2020-15-A - STREET SIGNS & MARKING MATERIALS
BID RECEIPT: DECEMBER 18, 2019 AT 11:00AM

EST. QTY	UNIT	DESCRIPTION	VULCAN, INC.		CENTERLINE SUPPLY, INC.		STRIPING SERVICE & SUPPLY, INC.		US STANDARD SIGN	
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
		GROUP I								
600	EA	OCTAGON BLANK (30X30)	\$ 12.84	\$ 7,704.00	NO BID	NO BID	\$ 19.49	\$ 11,694.00	\$ 14.25	\$ 8,550.00
100	EA	OCTAGON BLANK (36/36)	\$ 18.48	\$ 1,848.00	NO BID	NO BID	\$ 28.06	\$ 2,806.00	\$ 20.51	\$ 2,051.00
10	EA	DIAMOND BLANK (30X30X30) (YIELD BLANKS)	\$ 7.95	\$ 79.50	NO BID	NO BID	\$ 9.80	\$ 98.00	\$ 8.70	\$ 87.00
20	EA	DIAMOND BLANK (36X36X36) (YIELD BLANKS)	\$ 9.94	\$ 198.80	NO BID	NO BID	\$ 14.11	\$ 282.20	\$ 12.34	\$ 246.80
50	EA	9X24 FLATE BLADE (STREET NAME BLADE)(PUNCHED 1/2" FROM TOP AND BOTTOM CENTER AND 1/2" FROM BOTH EDGES CENTER)	\$ 3.54	\$ 177.00	NO BID	NO BID	\$ 4.71	\$ 235.50	\$ 4.84	\$ 242.00
600	EA	9X30 FLATE BLADE (STREET NAME BLADE)(PUNCHED 1/2" FROM TOP AND BOTTOM CENTER AND 1/2" FROM BOTH EDGES CENTER)	\$ 4.28	\$ 2,568.00	NO BID	NO BID	\$ 5.89	\$ 3,534.00	\$ 4.85	\$ 2,910.00
600	EA	9X36 FLATE BLADE (STREET NAME BLADE)(PUNCHED 1/2" FROM TOP AND BOTTOM CENTER AND 1/2" FROM BOTH EDGES CENTER)	\$ 5.36	\$ 3,216.00	NO BID	NO BID	\$ 7.05	\$ 4,230.00	\$ 5.75	\$ 3,450.00
600	EA	9X42 FLATE BLADE (STREET NAME BLADE)(PUNCHED 1/2" FROM TOP AND BOTTOM CENTER AND 1/2" FROM BOTH EDGES CENTER)	\$ 6.20	\$ 3,720.00	NO BID	NO BID	\$ 9.40	\$ 5,640.00	\$ 6.65	\$ 3,990.00
400	EA	9X48 FLATE BLADE (STREET NAME BLADE)(PUNCHED 1/2" FROM TOP AND BOTTOM CENTER AND 1/2" FROM BOTH EDGES CENTER)	\$ 7.04	\$ 2,816.00	NO BID	NO BID	\$ 9.40	\$ 3,760.00	\$ 7.57	\$ 3,028.00
400	EA	9X54 FLATE BLADE (STREET NAME BLADE)(PUNCHED 1/2" FROM TOP AND BOTTOM CENTER AND 1/2" FROM BOTH EDGES CENTER)	\$ 8.16	\$ 3,264.00	NO BID	NO BID	\$ 10.59	\$ 4,236.00	\$ 8.48	\$ 3,392.00
200	EA	9X60 FLATE BLADE (STREE NAME BLADE) (PUNCHED 1/2" FROM TOP AND BOTTOM CENTER AND 1/2" FROM BOTH EDGES CENTER)	\$ 8.94	\$ 1,788.00	NO BID	NO BID	\$ 11.75	\$ 2,350.00	\$ 9.39	\$ 1,878.00
200	EA	6X24 FLATE BLADE (STREET NAME BLADE) (NO PUNCHES)	\$ 2.43	\$ 486.00	NO BID	NO BID	\$ 3.14	\$ 628.00	\$ 2.92	\$ 584.00
50	EA	6X12 SIGN BLANK PUNCHED FOR VERTICAL/HORIZONTAL	\$ 1.40	\$ 70.00	NO BID	NO BID	\$ 1.55	\$ 77.50	\$ 1.80	\$ 90.00
50	EA	6X18 SIGN BLANK PUNCHED FOR VERTICAL/HORIZONTAL	\$ 1.96	\$ 98.00	NO BID	NO BID	\$ 2.33	\$ 116.50	\$ 2.70	\$ 135.00
10	EA	6X24 SIGN BLANK PUNCHED FOR VERTICAL/HORIZONTAL	\$ 2.43	\$ 24.30	NO BID	NO BID	\$ 3.14	\$ 31.40	\$ 2.92	\$ 29.20
10	EA	8X18 SIGN BLANK PUNCHED FOR VERTICAL/HORIZONTAL	\$ 2.49	\$ 24.90	NO BID	NO BID	\$ 3.33	\$ 33.30	\$ 3.61	\$ 36.10
10	EA	8X24 SIGN BLANK PUNCHED FOR VERTICAL/HORIZONTAL	\$ 3.23	\$ 32.30	NO BID	NO BID	\$ 4.19	\$ 41.90	\$ 4.80	\$ 48.00
10	EA	9X12 SIGN BLANK PUNCHED FOR VERTICAL/HORIZONTAL	\$ 1.98	\$ 19.80	NO BID	NO BID	\$ 2.34	\$ 23.40	\$ 2.70	\$ 27.00
10	EA	9X15 SIGN BLANK PUNCHED FOR VERTICAL/HORIZONTAL	\$ 2.49	\$ 24.90	NO BID	NO BID	\$ 2.93	\$ 29.30	\$ 3.38	\$ 33.80
10	EA	9X18 SIGN BLANK PUNCHED FOR VERTICAL/HORIZONTAL	\$ 2.77	\$ 27.70	NO BID	NO BID	\$ 3.53	\$ 35.30	\$ 4.06	\$ 40.60
200	EA	10X24 SIGN BLANK PUNCHED FOR VERTICAL/HORIZONTAL	\$ 3.98	\$ 796.00	NO BID	NO BID	\$ 5.23	\$ 1,046.00	\$ 4.63	\$ 926.00
10	EA	12X18 SIGN BLANK PUNCHED FOR VERTICAL/HORIZONTAL	\$ 3.45	\$ 34.50	NO BID	NO BID	\$ 4.70	\$ 47.00	\$ 3.81	\$ 38.10
200	EA	12X24 SIGN BLANK PUNCHED FOR VERTICAL/HORIZONTAL	\$ 4.74	\$ 948.00	NO BID	NO BID	\$ 6.28	\$ 1,256.00	\$ 4.84	\$ 968.00
10	EA	12X30 SIGN BLANK PUNCHED FOR VERTICAL/HORIZONTAL	\$ 5.94	\$ 59.40	NO BID	NO BID	\$ 7.83	\$ 78.30	\$ 6.05	\$ 60.50
5	EA	12X36 SIGN BLANK PUNCHED FOR VERTICAL/HORIZONTAL	\$ 7.05	\$ 35.25	NO BID	NO BID	\$ 9.38	\$ 46.90	\$ 7.27	\$ 36.35
10	EA	15X30 SIGN BLANK PUNCHED FOR VERTICAL/HORIZONTAL	\$ 7.09	\$ 70.90	NO BID	NO BID	\$ 9.79	\$ 97.90	\$ 8.10	\$ 81.00
100	EA	18X24 SIGN BLANK PUNCHED FOR VERTICAL/HORIZONTAL	\$ 6.90	\$ 690.00	NO BID	NO BID	\$ 9.39	\$ 939.00	\$ 7.27	\$ 727.00
5	EA	18X30 SIGN BLANK PUNCHED FOR VERTICAL/HORIZONTAL	\$ 8.83	\$ 44.15	NO BID	NO BID	\$ 11.75	\$ 58.75	\$ 9.09	\$ 45.45
5	EA	18X36 SIGN BLANK PUNCHED FOR VERTICAL/HORIZONTAL	\$ 10.47	\$ 52.35	NO BID	NO BID	\$ 13.98	\$ 69.90	\$ 10.92	\$ 54.60
5	EA	20X36 SIGN BLANK PUNCHED FOR VERTICAL/HORIZONTAL	\$ 11.62	\$ 58.10	NO BID	NO BID	\$ 15.66	\$ 78.30	\$ 15.20	\$ 76.00
300	EA	24X30 SIGN BLANK PUNCHED FOR VERTICAL/HORIZONTAL	\$ 11.40	\$ 3,420.00	NO BID	NO BID	\$ 15.66	\$ 4,698.00	\$ 12.13	\$ 3,639.00
5	EA	24X36 SIGN BLANK PUNCHED FOR VERITCAL/HORIZONTAL	\$ 13.79	\$ 68.95	NO BID	NO BID	\$ 18.80	\$ 94.00	\$ 14.54	\$ 72.70
100	EA	24X48 SIGN BLANK PUNCHED FOR VERTICAL/HORIZONTAL	\$ 18.40	\$ 1,840.00	NO BID	NO BID	\$ 25.06	\$ 2,506.00	\$ 19.40	\$ 1,940.00
25	EA	18X18SIGN BLANK PUNCHED FOR DIAMOND SPACE 30X36 SIGN BLANK HOLE PUNCHED FOR VERTICAL/HORIZONTAL	\$ 5.37	\$ 134.25	NO BID	NO BID	\$ 7.04	\$ 176.00	\$ 5.45	\$ 136.25
25	EA	24X24 SIGN BLANK HOLE PUNCHED FOR DIAMOND/SQUARE	\$ 17.41	\$ 435.25	NO BID	NO BID	\$ 23.51	\$ 587.75	\$ 18.18	\$ 454.50
100	EA	24X24 SIGN BLANK HOLE PUNCHED FOR DIAMOND/SQUARE	\$ 9.30	\$ 930.00	NO BID	NO BID	\$ 12.54	\$ 1,254.00	\$ 9.70	\$ 970.00
200	EA	30X30 SIGN BLANK HOLE PUNCHED FOR DIAMOND/SQUARE	\$ 14.52	\$ 2,904.00	NO BID	NO BID	\$ 19.58	\$ 3,916.00	\$ 15.15	\$ 3,030.00

100	EA	36X42 SIGN BLANK PUNCHED VERTICAL/HORIZONTAL	\$	24.28	\$	2,428.00		NO BID		NO BID	\$	32.90	\$	3,290.00		\$	26.04	\$	2,604.00
40	EA	36X36 SIGN BLANK HOLE PUNCHED FOR DIAMOND/SQUARE	\$	20.77	\$	830.80		NO BID		NO BID	\$	28.20	\$	1,128.00		\$	21.83	\$	873.20
200	EA	PENTAGON BLANK 30X30 (SCHOOL CROSSING BLANK)	\$	12.51	\$	2,502.00		NO BID		NO BID	\$	19.58	\$	3,916.00		\$	14.90	\$	2,980.00
200	EA	PENTAGON BLANK 36X36 (SCHOOL CROSSING BLANK)	\$	17.69	\$	3,538.00		NO BID		NO BID	\$	28.20	\$	5,640.00		\$	20.97	\$	4,194.00
					\$	50,007.10			\$	-			\$	70,806.10				\$	54,755.15
		GROUP II																	
1000	EA	4" PLASTIC TWO-WAY RAISED REFLECTIVE, SQUARE, YELLOW		NO BID		NO BID	\$	0.78	\$	780.00	\$	0.81	\$	810.00			NO BID		NO BID
		4" PLASTIC TWO-WAY RAISED REFLECTIVE, SQUARE,		NO BID		NO BID	\$	0.78	\$	780.00	\$	0.81	\$	810.00			NO BID		NO BID
1000	EA	RED/WHITE		NO BID		NO BID	\$	0.78	\$	780.00	\$	0.81	\$	810.00			NO BID		NO BID
		TEMPORARY DOUBLE REFLECTIVE TAB WITHOUT COVER,		NO BID		NO BID	\$	0.50	\$	100.00	\$	0.60	\$	120.00			NO BID		NO BID
200	EA	YELLOW		NO BID		NO BID	\$	0.50	\$	100.00	\$	0.60	\$	120.00			NO BID		NO BID
		TEMPORARY DOUBLE REFLECTIVE TAB WITHOUT COVER,		NO BID		NO BID	\$	0.50	\$	100.00	\$	0.60	\$	120.00			NO BID		NO BID
200	EA	WHITE		NO BID		NO BID	\$	0.50	\$	100.00	\$	0.60	\$	120.00			NO BID		NO BID
		2 COMPONENT EPOXY TUBES (AEXCEL OR EQUAL) - MUST FIT		NO BID		NO BID	\$	24.75	\$	2,475.00	\$	19.50	\$	1,950.00			NO BID		NO BID
100	EA	RPS SERIES AIR GUN		NO BID		NO BID	\$	2.75	\$	137.50	\$	9.95	\$	497.50			NO BID		NO BID
50	EA	EPOXY STATIC MIXER NOZZLE (MIXPAC 13-18T OR EQUAL)		NO BID		NO BID	\$	2.75	\$	137.50	\$	9.95	\$	497.50			NO BID		NO BID
		PLASTIC RETAINING NUT FOR MIXER NOZZLE 13MM (MIXPAC UM		NO BID		NO BID	\$	1.15	\$	57.50	\$	4.50	\$	225.00			NO BID		NO BID
50	EA	13-PP OR EQUAL)		NO BID		NO BID	\$	1.15	\$	57.50	\$	4.50	\$	225.00			NO BID		NO BID
5	5GAL	TOLUENE		NO BID		NO BID	\$	58.75	\$	293.75	\$	50.00	\$	250.00			NO BID		NO BID
		UPSIDE DOWN MARKING PAINT, WHITE, YELLOW, OR ORANGE,		NO BID		NO BID	\$	35.25	\$	705.00	\$	33.84	\$	676.80			NO BID		NO BID
12-COUNT	CASE	RED AND BLACK		NO BID		NO BID	\$	35.25	\$	705.00	\$	33.84	\$	676.80			NO BID		NO BID
		WHITE PAVEMENT MARKING TAPE 16"x24" TRIANGLE (3M		NO BID		NO BID	\$	35.00	\$	3,500.00	\$	559.61	\$	55,961.00					
100	EA	STAMARK 270 SERIES OR EQUAL)		NO BID		NO BID	\$	35.00	\$	3,500.00	\$	559.61	\$	55,961.00					
		WHITE PAVEMENT MARKING TAPE LEFT ARROW (3M STAMARK		NO BID		NO BID	\$	182.71	\$	9,135.50	\$	686.44	\$	34,322.00					
50	EA	270 SERIES OR EQUAL)		NO BID		NO BID	\$	182.71	\$	9,135.50	\$	686.44	\$	34,322.00					
		WHITE PAVEMENT MARKING TAPE RIGHT ARROW (3M STAMARK		NO BID		NO BID	\$	182.71	\$	9,135.50	\$	686.44	\$	34,322.00					
50	EA	270 SERIES OR EQUAL)		NO BID		NO BID	\$	182.71	\$	9,135.50	\$	686.44	\$	34,322.00					
		WHITE PAVEMENT MARKING TAPE STRAIGHT ARROW (3M		NO BID		NO BID	\$	163.84	\$	8,192.00	\$	492.44	\$	24,622.00					
50	EA	STAMARK 270 SERIES OR EQUAL)		NO BID		NO BID	\$	163.84	\$	8,192.00	\$	492.44	\$	24,622.00					
		WHITE PAVEMENT MARKING TAPE ONLY (3M STAMARK 270		NO BID		NO BID	\$	293.92	\$	7,348.00	\$	552.12	\$	13,803.00					
25	EA	SERIES OR EQUAL)		NO BID		NO BID	\$	293.92	\$	7,348.00	\$	552.12	\$	13,803.00					
		WHITE PAVEMENT MARKING TAPE 4"x30 YDS (3M STAMARK 270		NO BID		NO BID	\$	125.05	\$	2,501.00	\$	132.90	\$	2,658.00					
20	ROLL	SERIES OR EQUAL)		NO BID		NO BID	\$	125.05	\$	2,501.00	\$	132.90	\$	2,658.00					
		WHITE PAVEMENT MARKING TAPE 8X30 YDS (3M STAMARK 270		NO BID		NO BID	\$	250.10	\$	5,002.00	\$	265.81	\$	5,316.20					
20	ROLL	SERIES OR EQUAL)		NO BID		NO BID	\$	250.10	\$	5,002.00	\$	265.81	\$	5,316.20					
		WHITE PAVEMENT MARKING TAPE 12X30 YDS (3M STAMARK 270		NO BID		NO BID	\$	375.16	\$	7,503.20	\$	398.70	\$	7,974.00					
20	ROLL	SERIES OR EQUAL)		NO BID		NO BID	\$	375.16	\$	7,503.20	\$	398.70	\$	7,974.00					
		WHITE PAVEMENT MARKING TAPE 24X30 YDS (3M STAMARK 270		NO BID		NO BID	\$	750.33	\$	15,006.60	\$	797.40	\$	15,948.00					
20	ROLL	SERIES OR EQUAL)		NO BID		NO BID	\$	750.33	\$	15,006.60	\$	797.40	\$	15,948.00					
		YELLOW PAVEMENT MARKING TAPE 4X30 YDS (3M STAMARK		NO BID		NO BID	\$	125.05	\$	2,501.00	\$	132.90	\$	2,658.00					
20	ROLL	270 SERIES OR EQUAL)		NO BID		NO BID	\$	125.05	\$	2,501.00	\$	132.90	\$	2,658.00					
		YELLOW PAVEMENT MARKING TAPE 12X30 YDS (3M STAMARK		NO BID		NO BID	\$	375.16	\$	7,503.20	\$	398.70	\$	7,974.00					
20	ROLL	270 SERIES OR EQUAL)		NO BID		NO BID	\$	375.16	\$	7,503.20	\$	398.70	\$	7,974.00					
		WHITE CONTRAST MARKINGS TAPE 7X50 YDS (3M STAMARK		NO BID		NO BID	\$	762.56	\$	3,812.80	\$	810.21	\$	4,051.05					
5	ROLL	380IES SERIES OR EQUAL)		NO BID		NO BID	\$	762.56	\$	3,812.80	\$	810.21	\$	4,051.05					
					\$	-			\$	86,569.55			\$	215,068.55				\$	-
		GROUP III																	
		U-CHANNEL SIGN POST, GREEN, 6' LENGTH, 1.12 LBS/FT.																	
50	EA	WEIGHT	\$	6.01	\$	300.50	\$	5.96	\$	298.00	\$	20.28	\$	1,014.00			NO BID		NO BID
2000	EA	TELSPAR POLE, 10' LENGTH, 1 3/4" SQUARE	\$	18.90	\$	37,800.00	\$	19.54	\$	39,080.00	\$	31.00	\$	62,000.00			NO BID		NO BID
200	EA	TELSPAR POLE, 12' LENGTH, 1 3/4" SQUARE	\$	22.66	\$	4,532.00	\$	23.40	\$	4,680.00	\$	37.20	\$	7,440.00			NO BID		NO BID
200	EA	TELSPAR POLE, 14' LENGTH, 1 3/4", SQUARE	\$	25.84	\$	5,168.00	\$	27.30	\$	5,460.00	\$	43.40	\$	8,680.00			NO BID		NO BID
1500	EA	TELSPAR BASE, 3' LENGTH, 2" SQUARE	\$	9.64	\$	14,460.00	\$	9.72	\$	14,580.00	\$	14.06	\$	21,090.00			NO BID		NO BID
1500	EA	TELSPAR SLEEVE, 18" LENGTH, 2 1/4", SQUARE	\$	6.35	\$	9,525.00	\$	6.75	\$	10,125.00	\$	9.59	\$	14,385.00			NO BID		NO BID
1500	EA	TELSPAR SLEEVE, 24" LENGTH, 1 1/2", SQUARE	\$	6.66	\$	9,990.00	\$	4.15	\$	6,225.00	\$	6.20	\$	9,300.00			NO BID		NO BID
25	EA	CHEVRON ADJUSTABLE BRACKET RPB/CAB2 OR EQUAL	\$	25.95	\$	648.75	\$	36.50	\$	912.50	\$	8.95	\$	223.75			NO BID		NO BID
		RIVET, JUMBO HEAD DRIVE RIVET, DIAMETER 3/8" LENGTH 1/2",		NO BID		NO BID	\$	0.46	\$	2,300.00	\$	0.75	\$	3,750.00			NO BID		NO BID
5000	EA	HEAD DIAMETER 1", ALUMINUM		NO BID		NO BID	\$	0.46	\$	2,300.00	\$	0.75	\$	3,750.00			NO BID		NO BID
		RIVET, CHERRYIMATE RIVET, DIAMETER 1/4" GRIP 1 5/8"-1 7/8",		NO BID		NO BID	\$	0.39	\$	1,950.00	\$	0.85	\$	4,250.00			NO BID		NO BID
5000	EA	DOUBLE HEADED DESIGN, ALUMINUM		NO BID		NO BID	\$	0.39	\$	1,950.00	\$	0.85	\$	4,250.00			NO BID		NO BID
		SPACER, DIAMETER.280" O/D X /500" O.D., LENGTH 1 3/4", GREY																	
		PVC FINISH, INTENDED TO BE USED WITH CHERRYIMATE RIVET																	
		TO SEPARATE THE END OF TWO STREE SIGN BLANKS. FREE																	
5000	EA	FROM BURRS AND UNEVEN CUTS	\$	0.35	\$	1,750.00	\$	0.28	\$	1,400.00	\$	0.50	\$	2,500.00			NO BID		NO BID
		TAMPER RESISTANT 5/16" X 2 1/4" STANDARD BACK TO BACK		NO BID		NO BID	\$	0.28	\$	1,400.00	\$	0.50	\$	2,500.00			NO BID		NO BID
5000	EA	THREADED SYSTEM (SIMIFAST VC229-1D OR EQUAL)		NO BID		NO BID	\$	0.67	\$	3,350.00	\$	8.50	\$	42,500.00			NO BID		NO BID

100	EA	TELSPAR BASE, 36" LENGTH, 2 1/4" SQUARE	\$	11.28	\$	1,128.00	\$	11.95	\$	1,195.00	\$	15.83	\$	1,583.00		
100	EA	TELSPAR POLE, 12' LENGTH, 2 1/2" SQUARE	\$	41.00	\$	4,100.00	\$	34.80	\$	3,480.00	\$	78.08	\$	7,808.00		
100	EA	TELSPAR PLE, 14 LENGTH, 2 1/2" SQUARE	\$	47.83	\$	4,783.00	\$	41.30	\$	4,130.00	\$	84.90	\$	8,490.00		
200	EA	GROUND STUB-TRIANGLE BASE (TXDOT SLIP BASE SPECS)	\$	57.42	\$	11,484.00	\$	50.65	\$	10,130.00	\$	47.25	\$	9,450.00		
		COLLAR ASSEMBLY SQUARE POST (SEE ATTACHED DRAWING- MUST FIT A STANDARD TXDOT SLIP BASE) (SEE ATTACHED SPECS)														
200	EA	SURFACE MOUNT TRIANGLE BASE ASSEMBLY (MUST FIT TXDOT STUB) (SEE ATTACHED SPECS)														
20	EA		\$	99.53	\$	1,990.60	\$	87.50	\$	1,750.00	\$	97.00	\$	1,940.00		
					\$	107,659.85			\$	123,845.50			\$	216,603.75		\$ -
		GROUP IV														
300	EA	28" TRIMLINE 7# TRAFFIC CONE W/2 CONE COLLARS (JBC SAFETY RS70032S OR EQUAL)														
10	EA	1"X8"X8' REFLECTIVE PLASTIC PANELS WITH HIGH INTENSITY SHEETING														
20	EA	A-CAD PLASTIC BARRICADE LEG (FITS 1" PLASTIC BOARDS) TRAFFIC DRUM (ORANGE) WITH 2-6" DIAMOND GRADE REFLECTIVE SHEETING BANDS (PLASTICADE ECONOCADE II OR EQUAL)														
20	EA	TRAFFIC DRUM TIRE LOCKING RING														
20	EA	CHANNELIZER (ORANGE) WITH 4-4" DIAMOND GRADE REFLECTIVE BANDS (PLASTICADE WATCHTOWER STACKER CONE OR EQUAL)														
20	EA	CHANNELIZER BASES 10LB WEIGHT														
20	EA	VERTICAL PANELS (ORANGE) DIAMOND GRADE 8"X36" REFLECTIVE SHEETING BOTH SIDES (PLASTICADE GENSTONE VERTICAL PANEL OR EQUAL)														
20	EA	VERTICAL PANEL BASES 20LB WEIGHT														
20	EA	TYPE III COLLAPSIBLE BARRICADES WITH 3 REFLECTIVE PANELS 1"X8"X8' AND DIAMOND GRADE SHEETING (LEFT OR RIGHT)(PLASTICADE BREAK-AWAY OR EQUAL)														
20	EA	48X48 HIGH INTENSITY ROLL UP PORTABLE WARNING SIGNS (VARIOUS MESSAGES)(48X48 SUPERBRITE MATERIAL (HIGH INTENSITY) WITH PLASTIC CORNER HARD POCKET ON BOTTOM OF SIGN														
40	EA	36X36 HIGH INTENSITY ROLL UP PORTABLE WARNING SIGNS (VARIOUS MESSAGES)(36X36 SUPERBRITE MATERIAL (HIGH INTENSITY) WITH PLASTIC CORNER HARD POCKET ON BOTTOM OF SIGN														
40	EA	LEFT/RIGHT LANE CLOSED HIGH INTENSITY OVERLAY FOR ROLLUP SIGNS														
10	EA															
40	EA	PORTABLE SIGN STANDS WITH UNIVERSAL BRACKET (BONE SAFETY WITH UNIVERSAL BRACKET MODEL SZ-412S OR EQUAL)														
					\$	-			\$	22,389.50			\$	29,845.80		
		TOTAL			\$	157,666.95			\$	232,804.55			\$	532,324.20		\$ 54,755.15

**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 Centerline Supply, 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: Street Signs & Marking Materials 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 from 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 Group II, Group III, and Group IV. If either of the foregoing conditions exists, Town shall notify Contractor and Contractor shall be given two (2) days to cure such breach. Should Contractor fail to cure to the satisfaction of the Town, Town may terminate this Contract upon written notice.

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

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

17. **TOWN APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to Contractor for additional work without the Town's written approval before such work begins.
- a. **PERFORMANCE BY CONTRACTOR.** All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with the Contract Documents, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by contractor or by any contractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the Town's prior written consent.
18. **DAMAGE.** In all instances where Town property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the Town's Public Works Division by 8 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of Town property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to Town property or equipment caused by the Contractor's officers, employees or agents.
19. **TOWN OBJECTION TO PERSONNEL.** If at any time after entering into this Contract, Town has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the Town has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.
20. **COMPLIANCE WITH LAWS.** The Contractor warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town's Representative are followed.
21. **ENTIRE CONTRACT.** This instrument together with the Contract Documents of which this Contract is a part contains the entire Contract between the Town and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.

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

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

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

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

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

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

AGREED TO BY:**TOWN OF FLOWER MOUND, TEXAS**

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Mayor Steve Dixon
Date: _____

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ				
This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 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 knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center; padding: 2px;">OFFICE USE ONLY</th> </tr> </thead> <tbody> <tr> <td style="width: 50%; padding: 2px;">Date Received</td> <td style="width: 50%;"></td> </tr> </tbody> </table>		OFFICE USE ONLY		Date Received	
OFFICE USE ONLY						
Date Received						
1 Name of person who has a business relationship with local governmental entity. N/A						
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 the originally filed questionnaire becomes incomplete or inaccurate.)						
3 Name of local government officer with whom filer has employment or business relationship. N/A Name of Officer This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? ☐ Yes ☒ No B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☒ No C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☒ No D. Describe each employment or business relationship with the local government officer named in this section.						
4 Signature of person doing business with the governmental entity 12/13/19 Date						

Adopted 06/29/2007

Town of Flower Mound, Texas
Bid Certification Form
Bid No. 2020-15-A Street Signs and Marking Materials Services

Company Information

The following information must be provided in its entirety for your bid to be considered:

Company Name: CENTRUM SUPPLY INC.
 Principal Place of Business Address: 530 JESSE ST
 Principal Place of Business City, State, Zip: GRAND PRAIRIE TX 75051
 Principal Place of Business Phone Number: 972 647 8300
 Principal Place of Business Fax Number: 972 641 1221
 Remittance Address (if different from above): SAME
 Remittance City, State, Zip: SAME
 Tax Identification No: 7522290851

Addendums

If an addendum to this bid is issued, acknowledge addendum by initialing beside the addendum number:

Add. No. 1 ☒ Add. No. 2 ☐ Add. No. 3 ☐ Add. No. 4 ☐ Add. No. 5 ☐

Certification

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this bid have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, in accordance with the terms and conditions contained herein. Vendor agrees that acceptance of any or all bid items by the Town of Flower Mound, Texas, within the time frame indicated in this bid constitutes a contract.

The individual signing this bid certifies that he/she is a legal agent of the company, authorized to bid on behalf of the company, and is legally responsible for the decisions as to the prices and supporting documentation provided.

Authorized Representative:

[Signature] 12/13/19
 Signature Date

SHANE RICHMOND
 Printed Name

SALES MANAGER
 Title

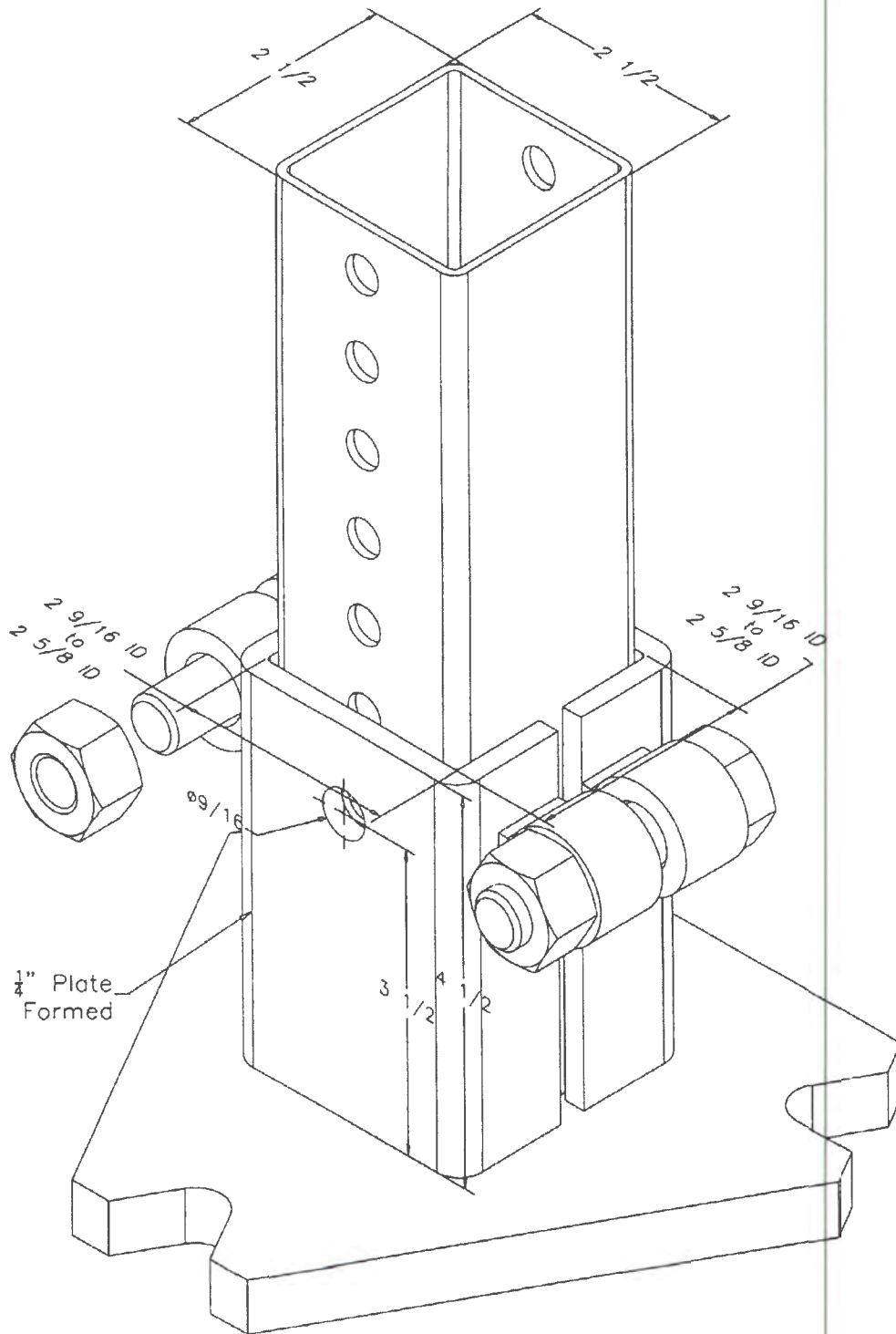
SHANE.RICHMOND@CLSUSA.COM
 Email Address

GROUP II				
Quantity	Unit	Description	Unit Price	Total Price
1000	EA	4" Plastic Two-way Raised Reflective, Square, Yellow	0.78	780.00
1000	EA	4" Plastic Two-way Raised Reflective, Square, White/Red	0.78	780.00
200	EA	Temporary Double Reflective Tab without Cover, Yellow	0.50	100.00
200	EA	Temporary Double Reflective Tab without Cover, White	0.50	100.00
100	EA	2 component epoxy tubes (Aexcel or equal)- must fit RPS Series Air Gun	24.75	2,475.00
50	EA	Epoxy static mixer nozzle (Mixpac 13-18T or equal)	2.75	137.50
50	EA	Plastic Retaining Nut for mixer Nozzle 13mm (Mixpac UM13-PP or equal)	1.15	57.50
5	5 Gallon Container	Toluene	58.75	293.75
20	Case (12 Count)	Upside Down Marking Paint, White, Yellow, or Orange, Red and Black	35.25	705.00
100	EA	White Pavement Marking tape 16" x 24" Triangle (3M Stamark 270 Series or equal)	35.00	3,500.00
50	EA	White Pavement Marking Tape Left Arrow (3M Stamark 270 Series or equal)	182.71	9,135.50
50	EA	White Pavement Marking Tape Right Arrow (3M Stamark 270 Series or equal)	182.71	9,135.50
50	EA	White Pavement Marking Tape Straight Arrow (3M Stamark 270 Series or equal)	163.84	8,192.00
25	EA	White Pavement Marking Tape Only (3M Stamark 270 Series or equal)	293.92	7,348.00
20	Roll	White Pavement Marking Tape 4"x 30 yds(3M Stamark 270 Series or equal)	125.05	2,501.00
20	Roll	White Pavement Marking Tape 8"x 30 yds (3M Stamark 270 Series or equal)	250.10	5,002.00
20	Roll	White Pavement Marking Tape 12"x 30 yds (3M Stamark 270 Series or equal)	375.16	7,503.20
20	Roll	White Pavement Marking Tape 24"x 30 yds (3M Stamark 270 Series or equal)	750.33	15,006.60
20	Roll	Yellow Pavement Marking Tape 4"x 30 yds (3M Stamark 270 Series or equal)	125.05	2,501.00
20	Roll	Yellow Pavement Marking Tape 12"x 30 yds (3M Stamark 270 Series or equal)	375.16	7,503.20

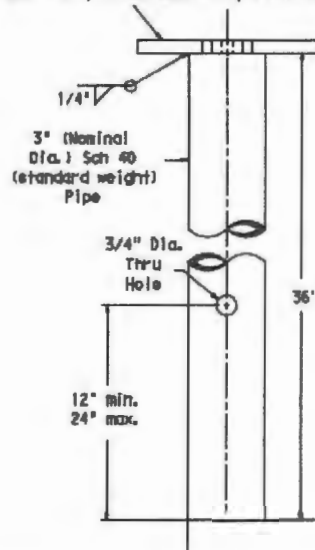
5	Roll	White Contrast Markings Tape 7"x 50 yds (3M Stamark 380IES Series or equal)	762. ⁵⁶	3,812. ⁸⁰
Note: Bidders should pay close attention to Unit and Description.				
Specifications: All materials shall be delivered within 30 days of order. Normal Hours are 8am-3pm. No deliveries will be accepted between 12pm-1pm during normal hours.				

GROUP III				
Quantity	Unit	Description	Unit Price	Total Price
50	EA	U-Channel Sign Post, Green, 6' Length, 1.12 Lbs/Ft Weight	5.96	298.00
2000	EA	Telspar Pole, 10' Length, 1 3/4" Square	19.54	39,080.00
200	EA	Telspar Pole, 12' Length, 1 3/4" Square	23.40	4,680.00
200	EA	Telspar Pole, 14' Length, 1 3/4" Square	27.30	5,460.00
1500	EA	Telspar Base, 3' Length, 2" Square	9.72	14,580.00
1500	EA	Telspar Sleeve, 18" Length, 2 1/4" Square	6.75	10,125.00
1500	EA	Telspar Sleeve, 24" Length, 1 1/2" Square	4.15	6,225.00
25	EA	Chevron Adjustable Bracket RPBCAB2 or equal	36.50	912.50
5000	EA	Rivet, Jumbo Head Drive Rivet, Diameter 3/8" Length 1/2", Head Diameter 1", Aluminum	0.46	2,300.00
5000	EA	Rivet, Cherrymate Rivet, Diameter 1/4" Grip 1 5/8"-1 7/8", Double Headed Design, Aluminum	0.39	1,950.00
5000	EA	Spacer, Diameter .280" I.D X .500" O.D., Length 1 3/4". grey PVC finish, intended to be used with Cherrymate Rivet to separate the end of two street sign blanks. Free from burrs and uneven cuts	0.28	1,400.00
5000	EA	Tamper Resistant 5/16" x 2 1/4" Standard Back to Back Threaded System (Simifast VC229-1D or equal)	0.67	3,350.00
100	EA	Telspar base, 36" Length, 2 1/4" Square	11.95	1,195.00
100	EA	Telspar Pole, 12' Length, 2 1/2" Square	34.80	3,480.00
100	EA	Telspar Pole, 14' Length, 2 1/2" Square	41.30	4,130.00
200	EA	Ground Stub -Triangular Base (TxDOT Slip base specification)	50.65	10,130.00
200	EA	Collar Assembly Square Post (see attached drawing-must fit a standard TxDOT slip base)(see attached specification)	64.00	12,800.00
20	EA	Surface Mount Triangle Base Assembly (must fit TxDOT stub)(see attached specification)	87.50	1,750.00
Telspar Specifications: Square 12 guage corner welded posts with 7/16" prepunched holes on 1" centers. Pre-galvanized, coated with a conversion coating, and sealed with a polymer topcoat during manufacturing. Specification Attached.				

GROUP IV				
Quantity	Unit	Description	Unit Price	Total Price
300	EA	28" Trimline 7# Traffic Cone W/ 2 Cone Collars (JBC Safety RS70032S or Equal)	13.35	4,005.00
10	EA	1" x 8" x 8" reflective plastic panels with High Intensity Sheeting	28.75	287.50
20	EA	A-cad Plastic Barricade Leg (fits 1" plastic boards)	13.50	270.00
20	EA	Traffic Drum (Orange) with 2-6" Diamond Grade Reflective Sheeting Bands (Plasticade Econocade II or Equal)	36.50	730.00
20	EA	Traffic Drum Tire Locking Ring	3.50	70.00
20	EA	Channelizer (Orange) with 4-4" Diamond Grade Reflective Bands (Plasticade WatchTower Stacker Cone or Equal)	26.50	530.00
20	EA	Channelizer Bases 10lb weight	15.25	305.00
20	EA	Vertical Panels (Orange) Diamond Grade 8" x 36" Reflective Sheeting Both Sides (Plasticade Gemstone Vertical Panel or Equal)	19.85	397.00
20	EA	Vertical Panel Bases 20lb weight	14.75	295.00
20	EA	Type III Collapsible Barricades with 3 Reflective Panels 1" x 8' x 8' and Diamond Grade Sheeting (Left or Right) (Plasticade Break-Away or Equal)	192.50	3,850.00
40	EA	48 X 48 High Intensity Roll Up Portable Warning Signs (Various Messages) (48" x 48" Superbrite material (High Intensity) with plastic corner hard pocket on bottom of sign)	112.00	4,480.00
40	EA	36 X 36 High Intensity Roll Up Portable Warning Signs (Various Messages) (36" x 36" Superbrite material (High Intensity) with plastic corner hard pocket on bottom of sign)	73.50	2,940.00
10	EA	Left/Right Lane Closed High Intensity Overlay for Rollup Signs	25.00	250.00
40	EA	Portable Sign Stands with Universal Bracket (Bone Safety with Universal Bracket Model SZ-412S or equal)	99.50	3,980.00
Specifications: All materials shall be delivered within 30 days of order. Normal Hours are 8am-3pm. No deliveries will be accepted between 12pm-1pm during normal hours.				

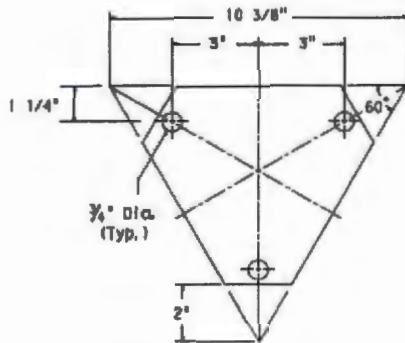


5/8" Slip Plate (see "Slip Plate Detail")



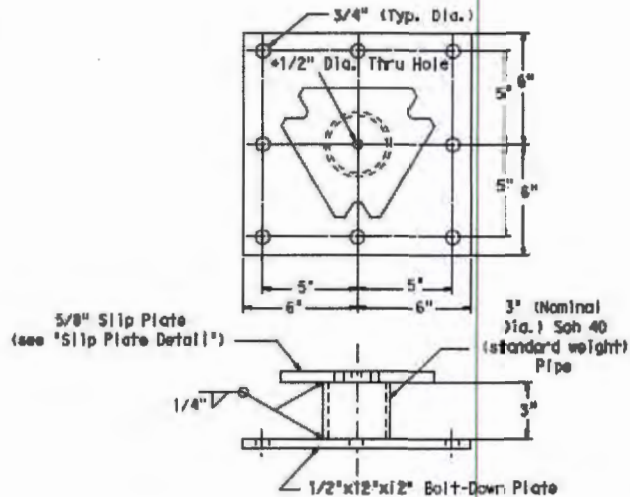
Pipe shall conform to ASTM A53 Gr B, A500 Gr B, or A501. Galvanize according to ASTM A123 after all fabrication is completed. Finished components shall be permanently marked to indicate manufacturer. Method, design and location of markings are subject to the approval of the TxDOT Traffic Standards Engineer.

STUB



Bolt Keeper Plate shall be manufactured from 26 to 30 gauge galvanized sheet steel.

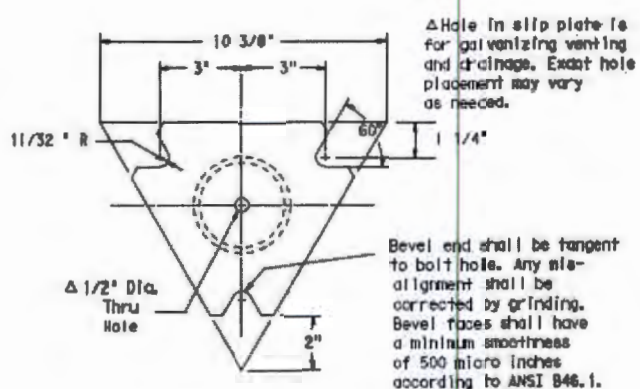
BOLT KEEPER PLATE



Pipe shall conform to ASTM A53 Gr B, A500 Gr B, or A501. Bolt-down plate shall conform to the same material requirements specified for the slip plate. Galvanize according to ASTM A123 after all fabrication is completed. Finished components shall be permanently marked to indicate manufacturer. Method, design and location of markings are subject to the approval of the TxDOT Traffic Standards Engineer.

* Hole in slip plate and bolt-down plate is for galvanizing venting and drainage. Exact hole placement may vary as needed.

BOLT-DOWN ANCHOR

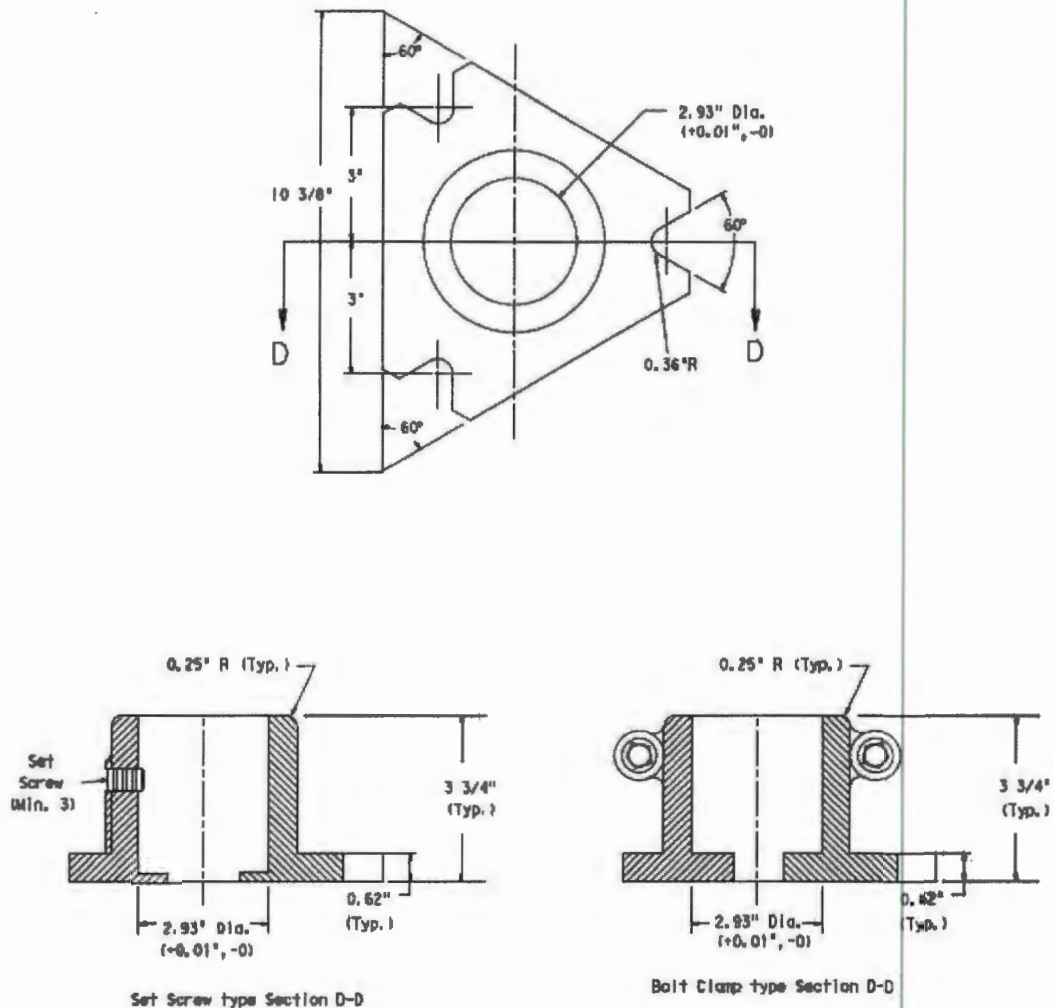


Slip plate shall conform to ASTM A36 or A572.

Bevel end shall be tangent to bolt hole. Any misalignment shall be corrected by grinding. Bevel faces shall have a minimum smoothness of 500 micro inches according to ANSI B46.1.

SLIP PLATE DETAIL

11.25.02



Steel Slipbase fabrication shall conform to ASTM A36 or A572, if fabrication consists of ductile iron casting it shall conform to ASTM A536 Grade 65-43-12 and be galvanized per ASTM A53 Class A.

Finished components shall be permanently marked to indicate manufacturer. Method, design and location of markings are subject to the approval of the TxDOT Traffic Standards Engineer.

A list of approved Triangular Slip bases can be found at
http://www.txdot.gov/business/producer_list.htm

SLIPBASE DETAIL

**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 Vulcan, Inc. dba Vulcan Signs ("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: Street Signs & Marking Materials 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 for 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 Group I. If either of the foregoing conditions exists, Town shall notify Contractor and Contractor shall be given two (2) days to cure such breach. Should Contractor fail to cure to the satisfaction of the Town, Town may terminate this Contract upon written notice.

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

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

- 17. TOWN APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to Contractor for additional work without the Town's written approval before such work begins.
- a. **PERFORMANCE BY CONTRACTOR.** All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with the Contract Documents, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by contractor or by any contractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the Town's prior written consent.
- 18. DAMAGE.** In all instances where Town property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the Town's Public Works Division by 8 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of Town property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to Town property or equipment caused by the Contractor's officers, employees or agents.
- 19. TOWN OBJECTION TO PERSONNEL.** If at any time after entering into this Contract, Town has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the Town has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.
- 20. COMPLIANCE WITH LAWS.** The Contractor warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town's Representative are followed.
- 21. ENTIRE CONTRACT.** This instrument together with the Contract Documents of which this Contract is a part contains the entire Contract between the Town and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.

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

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

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

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

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

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

AGREED TO BY: VULCAN, INC.

TOWN OF FLOWER MOUND, TEXAS

By: _____
Name: _____
Title: _____

By: _____
Mayor Steve Dixon

Date: _____

Date: _____

**Town of Flower Mound, Texas
Bid Certification Form
Bid No. 2020-15-A Street Signs and Marking Materials Services**

Company Information

The following information must be provided in its entirety for your bid to be considered:

Company Name: VULCAN INC., dba Vulcan Signs, dba Vulcan Aluminum

Principal Place of Business Address: PO Box 1850

Principal Place of Business City, State, Zip: Foley, AL 36536-1850

Principal Place of Business Phone Number: 888-846-2745

Principal Place of Business Fax Number: 251-943-7590

Remittance Address (if different from above): SAME

Remittance City, State, Zip: _____

Tax Identification No: 63-0513868

Addendums

If an addendum to this bid is issued, acknowledge addendum by initialing beside the addendum number:

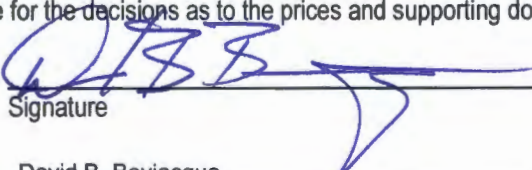
Add. No. 1 _____ Add. No. 2 _____ Add. No. 3 _____ Add. No. 4 _____ Add. No. 5 _____

Certification

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this bid have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, in accordance with the terms and conditions contained herein. Vendor agrees that acceptance of any or all bid items by the Town of Flower Mound, Texas, within the time frame indicated in this bid constitutes a contract.

The individual signing this bid certifies that he/she is a legal agent of the company, authorized to bid on behalf of the company, and is legally responsible for the decisions as to the prices and supporting documentation provided.

Authorized Representative:


Signature

12/13/2019
Date

David B. Beviacqua
Printed Name

General Manager
Title

vulca3@vulcaninc.com
Email Address

Adopted 06/29/2007

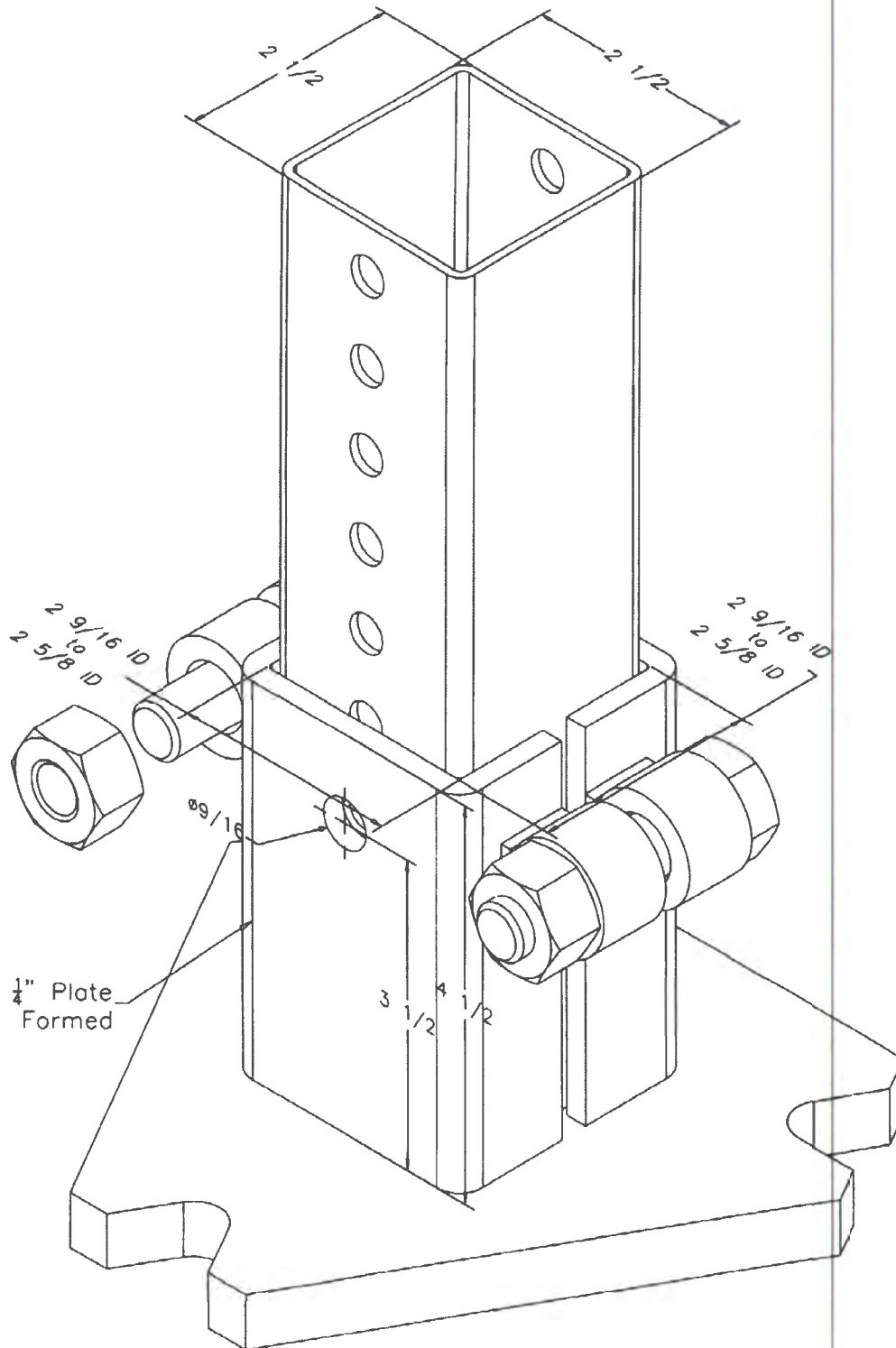
Traffic Signs and Marking Materials

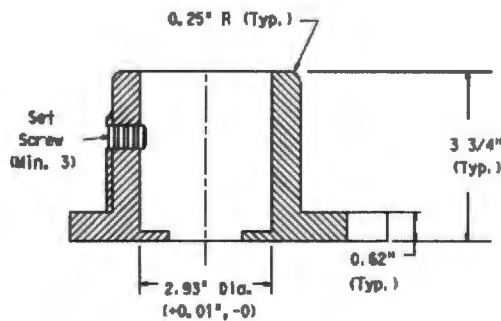
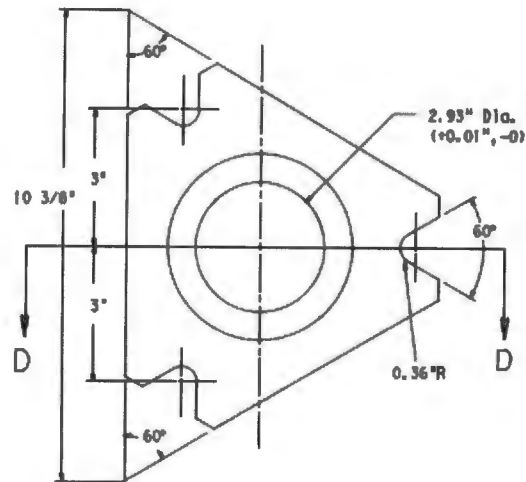
GROUP I				
Quantity	Unit	Description	Unit Price	Total Price
600	EA	Octagon Blank (30 X 30)	12.84	7,704.00
100	EA	Octagon Blank (36 X 36)	18.48	1,848.00
10	EA	Diamond Blank (30 X 30 X 30)(Yield Blanks)	7.95	79.50
20	EA	Diamond Blank (36 X 36 X 36)(Yield Blanks)	9.94	198.80
50	EA	9 X 24 Flate Blade (Street Name Blade)(Punched 1/2" from top and bottom center and 1/2" from both edges center)	3.54	177.00
600	EA	9 X 30 Flate Blade (Street Name Blade)(Punched 1/2" from top and bottom center and 1/2" from both edges center)	4.28	2,568.00
600	EA	9 X 36 Flate Blade (Street Name Blade)(Punched 1/2" from top and bottom center and 1/2" from both edges center)	5.36	3,216.00
600	EA	9 X 42 Blank (Street Name Blade)(Punched 1/2" from top and bottom center and 1/2" from both edges center)	6.20	3,720.00
400	EA	9 X 48 Flate Blade (Street Name Blade)(Punched 1/2" from top and bottom center and 1/2" from both edges center)	7.04	2,816.00
400	EA	9 X 54 Flate Blade (Street Name Blade)(Punched 1/2" from top and bottom center and 1/2" from both edges center)	8.16	3,264.00
200	EA	9 X 60 Flate Blade (Street Name Blade)(Punched 1/2" from top and bottom center and 1/2" from both edges center)	8.94	1,788.00
200	EA	6 X 24 Flate Blade (Street Name Blade)(No Punches)	2.43	486.00
50	EA	6 X 12 Sign Blank punched for Vertical/Horizontal	1.40	70.00
50	EA	6 X 18 Sign Blank punched for Vertical/Horizontal	1.96	98.00
10	EA	6 X 24 Sign Blank punched for Vertical/Horizontal	2.43	24.30
10	EA	8 X 18 Sign Blank punched for Vertical/Horizontal	2.49	24.90
10	EA	8 X 24 Sign Blank punched for Vertical/Horizontal	3.23	32.30
10	EA	9 X 12 Sign Blank punched for Vertical/Horizontal	1.98	19.80
10	EA	9 X 15 Sign Blank punched for Vertical/Horizontal	2.49	24.90
10	EA	9 X 18 Sign Blank punched for Vertical/Horizontal	2.77	27.70

200	EA	10 X 24 Sign Blank punched for Vertical/Horizontal	3.98	796.00
10	EA	12 X 18 Sign Blank punched for Vertical/Horizontal	3.45	34.50
200	EA	12 X 24 Sign Blank punched for Vertical/Horizontal	4.74	948.00
10	EA	12 X 30 Sign Blank punched for Vertical/Horizontal	5.94	59.40
5	EA	12 X 36 Sign Blank punched for Vertical/Horizontal	7.05	35.25
10	EA	15 X 30 Sign Blank punched for Vertical/Horizontal	7.09	70.90
100	EA	18 X 24 Sign Blank punched for Vertical/Horizontal	6.90	690.00
5	EA	18 X 30 Sign Blank punched for Vertical/Horizontal	8.83	44.15
5	EA	18 X 36 Sign Blank punched for Vertical/Horizontal	10.47	52.35
5	EA	20 X 36 Sign Blank punched for Vertical/Horizontal	11.62	58.10
300	EA	24 X 30 Sign Blank punched for Vertical/Horizontal	11.40	3,420.00
5	EA	24 X 36 Sign Blank punched for Vertical/Horizontal	13.79	68.95
100	EA	24 X 48 Sign Blank punched for Vertical/Horizontal	18.40	1,840.00
25	EA	18 X 18 Sign Blank punched for Diamond/Square	5.37	134.25
25	EA	30 X 36 Sign Blank hole punched for Vertical/Horizontal	17.41	435.25
100	EA	24 X 24 Sign Blank hole punched for Diamond/Square	9.30	930.00
200	EA	30 X 30 Sign Blank hole punched for Diamond/Square	14.52	2,904.00
100	EA	36 x 42 Sign Blank punched for Vertical/Horizontal	24.28	2,428.00
40	EA	36 X 36 Sign Blank hole punched for Diamond/Square	20.77	830.80
200	EA	Pentagon Blank 30 X 30 (school crossing blank)	12.51	2,502.00
200	EA	Pentagon Blank 36 X 36 (school crossing blank)	17.69	3,538.00

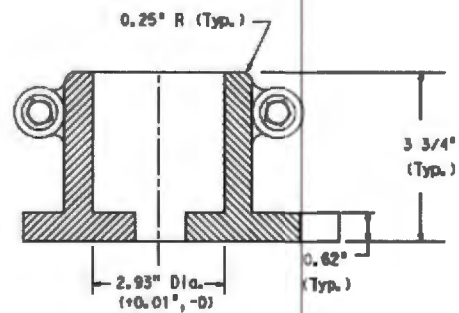
Specifications : All Sign Blanks will be .080 Aluminum and should have finished rounded edges

Specifications: All materials shall be delivered within **30** days of order. **Normal Hours are 8am-3pm. No deliveries will be accepted between 12pm-1pm during normal hours.**





Set Screw type Section D-D



Bolt Clamp type Section D-D

Steel Slipbase fabrication shall conform to ASTM A36 or A572, if fabrication consists of ductile iron casting it shall conform to ASTM A536 Grade 65-45-12 and be galvanized per ASTM A553 Class A.

Finished components shall be permanently marked to indicate manufacturer. Method, design and location of markings are subject to the approval of the TxDOT Traffic Standards Engineer.

A list of approved Triangular Slip bases can be found at
https://www.txdot.gov/business/producer_list.htm

SLIPBASE DETAIL

EXHIBIT A

INSURANCE REQUIREMENTS GENERAL SERVICES

Services performed on Town property, including but not limited to: Installation, Landscape, Maintenance, Custodial, Electrical, Painting, Welding, Plumbing, Transportation, Street Sweeping, Fireworks, Moving, Uniforms, Concessions, etc.

Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the vendor. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable.
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain limits throughout contract not less than:

1. Commercial General Liability: \$500,000 per occurrence / \$1,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:
 - a. Premises / Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease - Policy Limit, and \$100,000 Disease - Each Employee.
3. Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired, and non-owned autos.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by the Town.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages:

- a. The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.
 - b. The vendor's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the vendor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards, and commissions or volunteers.
 - d. The vendor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limit of liability.
2. Workers Compensation and Employer's Liability Coverage:
- The insurer shall agree to waive all rights of subrogation against the Town, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the Town.
3. All Coverages:
- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after 30 days written notice to the Town for all occurrences, except 10 days written notice to the Town for non-payment.

E. ACCEPTABILITY OF INSURERS

The Town prefers that insurance be placed with insurers with an A.M. Best's rating of no less than A- VI, or better.

F. VERIFICATION OF COVERAGE

Vendor shall provide the Town certificates of insurance indicating the coverages required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates 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.

Vulcan Signs

A Part of **Vulcan, Inc.**

408 East Berry Avenue • P.O. Box 1850 • Foley, Alabama 36536-1850
(251) 943-1541 • FAX (251) 943-1544 • E-mail: vulcan3@vulcaninc.com • Website: www.vulcaninc.com

CUSTOMER REFERENCES

Greene Co, MO
Ms. Melissa Denney
933 N. Robberson Ave.
Springfield, MO 65802
Phone #417-868-4013

City of Raleigh, NC
Ms. Jennifer Myers
222 West Hargett St.
Raleigh, NC 27601
Phone #919-996-3240

State of Tennessee
Mr. Bruce Scott
312 Rosa L. Parks Ave.
Nashville, TN 37243
Phone #615-741-5167

Galveston Co, TX
Mr. Rufus Crowder
722 Moody, 4th Floor
Galveston, TX 77550
Phone #409-770-5372

State of Alabama
Mr. Crist Watts
523 Traffic Oper Dr.
Montgomery, AL 36130
Phone #407-836-8062

State of Louisiana
Ms. Mattie Sachse
PO BOX 94245
Baton Rouge, LA 70804
Phone #225-379-1761

**Vulcan Aluminum**

A PART OF Vulcan, Inc.

400 EAST BERRY AVE P. O. BOX 1850 FOLEY, ALABAMA 36536-1850 • (251) 943-COIL FAX (251) 943-7590

**BUSINESS REFERENCES**

State of Maryland
Mr. Mike Boyle
7491 Connelly Drive
Hanover, MD 21076

Phone (410) 787-7673

City of Garland, TX
Mr. Mike Hilton
409 Forest Gate
Garland, TX 75042

Phone (972) 205-3250

State of Arkansas
Highway & Transportation Dept.
Ms. Kim Elrod
PO Box 2261
Little Rock, AR 72203

Phone (501) 569-2665

Orange County, FL
Mr. John Trento
4200 South John Young Parkway
Orlando, FL 32839

Phone (407) 836-8062

City of Brownsville, TX
Mr. Robert Esparza
404 East Washington Street
Brownsville, TX 78520

Phone (956) 546-1768



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
12/31/2019

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 have ADDITIONAL INSURED provisions or 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 Aon Risk Services South, Inc. Atlanta GA Office 3550 Lenox Road NE Suite 1700 Atlanta GA 30326 USA		CONTACT NAME: PHONE (A/C, No. Ext): (866) 283-7122 FAX (A/C, No.): (800) 363-0105 E-MAIL ADDRESS:																			
INSURED Vulcan, Inc. 410 East Berry Ave P.O. Box 1850 Foley AL 36535-1850 USA		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <td>INSURER A:</td> <td>The Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER B:</td> <td>Travelers Property Cas Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER C:</td> <td>Sentry Insurance A Mutual Company</td> <td>24988</td> </tr> <tr> <td>INSURER D:</td> <td>Midwest Employers Casualty Company</td> <td>23612</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER A:	The Phoenix Insurance Company	25623	INSURER B:	Travelers Property Cas Co of America	25674	INSURER C:	Sentry Insurance A Mutual Company	24988	INSURER D:	Midwest Employers Casualty Company	23612	INSURER E:			INSURER F:		
INSURER A:	The Phoenix Insurance Company	25623																			
INSURER B:	Travelers Property Cas Co of America	25674																			
INSURER C:	Sentry Insurance A Mutual Company	24988																			
INSURER D:	Midwest Employers Casualty Company	23612																			
INSURER E:																					
INSURER F:																					

COVERAGES **CERTIFICATE NUMBER:** 570079975838 **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, Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			6601J278053	03/01/2019	03/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PROP AGG \$2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BA-8L594097	03/01/2019	03/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$10,000			CUP1J394408	03/01/2019	03/01/2020	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	PQAL129001 AL 9054672001 IL, MI, NC	01/01/2020	01/01/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

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

RE: 2020-15- Street Signs and Marking Materials. Flower Mound, TX is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

CANCELLATION

Flower Mound, TX Attn: Marquita Shamlin 2121 Cross Timbers Road Flower Mound TX 75028 USA	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
--	---

Holder Identifier :

Certificate No : 570079975838



TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: February 3, 2020

FROM: Jeff Garner, Director of Facilities Management

ITEM: Consider approval of Fire Station 3 roof replacement contracted with Paragon Roofing, Inc through TIPS network in the amount of \$56,012.00.

BACKGROUND INFORMATION: Fire Station 3 is located at 2020 Woodhill Lane in Flower Mound. Recent storms caused damage to the roof making it necessary to replace the roof. A claim was filed on the Town's insurance for the roof replacement which will offset the cost.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$ 56,012.00 (to be offset by claim reimbursement)

Proposed Expenditure/(Revenue):	Account Number(s):
\$ 56,012.00	100-655-59200-6010

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

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

ATTACHMENTS:

1. Paragon Roofing, Inc proposal

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



"Pattern of Excellence" since 1989



December 23rd, 2019

City of Flower Mound (PR102401)
Fire Station Number 3
Hico, Texas 76457



ROOFING PROPOSAL

We are pleased to submit this proposal for installing new roofs for City of Flower Mound through TIPS contractor, Stringer Construction Management (170201), with Paragon's TIPS assignment number 3132. This proposal includes both labor and materials for the installation of a new Shingle Roof System as described below. 14,100 square feet of shingle roofing without waste

WORK INCLUDES

1. See attached specifications labeled ***"Exhibit A" – 4T Specifications for roof replacement + noted minimum shingle repair***
2. See attached TIPS vetting sheet labeled for specific quantities, building locations and pricing
3. Includes performance payment bond and TIPS fee

PROJECT TERMS AND CONDITIONS

1. Contractor shall carry Worker's Compensation and General Liability Insurance.
2. Contractor shall coordinate all schedules and work hours with the Owner or the designated representative. Standard work hours shall apply to this project. Only one mobilizations is included to complete the entire scope of work
3. Once work commences, Contractor shall proceed diligently to final completion.
4. Payment Schedule shall be as follows with all invoices due upon receipt:
 - A. Contractor to submit invoices for those units/TMLIRP ID# as completed and audited on or before the 25th of each month. Payment less 10% retainage by the 10th of the following month

COMMERCIAL MULTI-FAMILY RESIDENTIAL

1601 N. Walton Walker Blvd.
Dallas, TX 75211
o. 214.630.6363 | f. 214.630.6677

paragonroofinginc.com



"Pattern of Excellence" since 1989



City of Flower Mound (PR102401)
December 23, 2019
Page TWO

5. This proposal, if accepted, shall become the agreement between the parties. There are no agreements either express or implied that extend beyond the face of this proposal.
6. Price is good for delivery of materials for 45 days from the date of this proposal.

TOTAL VALUE OF ROOFING WORK AS OUTLINED ABOVE:

	\$ 56,012.00
Tax 8.25%	\$ N/A
Total:	\$ 56,012.00

***NOTE:**

1. Deteriorated/damaged decking shall be replaced at the cost of \$3.00 per square foot
3. Upgrade to laminated Class IV impact resistant lifetime shingle **ADD \$5,500.00** _____ initial if accepted

ACCEPTANCE

If accepted the district will need to simply issue a Purchase Order to Paragon Roofing, Inc. by email Quentan@paragonroofinginc.com using the districts normal procedure. Be sure to include "TIPS PURCHASE" somewhere on the purchase order AND e-mail a copy to TIPSPO@TIPS-USA.com.

Should you have any questions or concerns please contact our office at the number listed above or the TIPS Hotline at 866-839-8477.

ACCEPTED:

Company: _____

Printed Name: _____

Authorized Signature: _____

Title: _____

Date: _____

Mr. Quentan Tobolka
VP of Steep Slope & Multi Family Sales
m. 214.336.0316

**COMMERCIAL
MULTI-FAMILY
RESIDENTIAL**

1601 N. Walton Walker Blvd.
Dallas, TX 75211
o. 214.630.6363 | f. 214.630.6677

paragonroofinginc.com

TMLIRP		TIPS VETTING SHEET-ROOFING			Dec-19		
PR102401		MEMBER: CITY OF FLOWER MOUND		Executive:		DOL: 06/09/2019	
TIPS Contractor:		PARAGON		LQLK:			
MANUFACTURE:		Ownens Corning Duration		UPGRADE #001		Class IV	
						\$ 5,500.00	
TML ID	BLDG/UNIT #	PHYSICAL ADDRESS	UNITS S.F./L.F./EACH	UNIT QTY TOTAL	TIPS VETTED SCOPE OF WORK		
#83	FIRE STATION #3						
	ROOF	REMOVE/HAUL OFF/DISPOSE ROOFING	SQ	141.75			
		REMOVE-ADD CHG. STEEP ROOF 7/12-9/12 SLOPE	SQ	141.75			
		REPLACE ADD CHG. STEEP ROOF 7/12-9/12 SLOPE	SQ	141.75			
		REMOVE DRIP EDGE	LF	592.21			
		REPLACE DRIP EDGE	LF	651.43			
		REMOVE EXHAUST CAP-THROUGH ROOF- 6"-8"	EA	10			
		REPLACE EXHAUST CCAP-THROUGH ROOF-6"-8"	EA	10			
		REMOVE FLASHING-PIPE JACK	EA	8			
		REPLACE FLASHING-PIPE JACK	EA	8			
		REPLACE ASPHALT STARTER-UNIVERSAL STARTER COURSE	LF	592			
		REPLACE LAMINATED COMP. SHINGL RFG W/FELT	SQ	163.33			
		Wood Cricket to right of Garage Door			\$ 900.00		
	BUILDING TOTAL				\$ 53,150.00		
#217	RESTROOMS BLDG B						
	BUILDING TOTAL				\$ -		
#218	CONCESSION BULDING A						
		REPLACE RFG. REPAIR-MIN CHG-LABOR AND MATERIAL	EA	1			
	BUILDING TOTAL				\$ 150.00		
#247	CONCESSION BULDING C						
	BUILDING TOTAL				\$ -		
#319	PAVILLION						
		REPLACE RFG. REPAIR-MIN CHG-LABOR AND MATERIAL	EA	1			
	BUILDING TOTAL				\$ 150.00		
#320	PAVILLION						
		REPLACE RFG. REPAIR-MIN CHG-LABOR AND MATERIAL	EA	1			
	BUILDING TOTAL				\$ 150.00		
	TIPS "VETTED" SCOPE PF WORK				TOTAL	\$ 53,600.00	
	TIPS FEE					\$ 1,072.00	
	BOND FEE					\$ 1,340.00	
	TAX					EXCLUDED	
	TOTAL PROPOSAL+BOND+TIPS					\$ 56,012.00	
Warranties:							
	Manufacture Warranty				25-Year		
	Contractor Warranty				5-Years		
UNIT PRICES:							
	R&R PLYWOOD			S.F.	\$	3.00	
	R&R FASCIA			L.F.	\$	6.00	
ALTERNATES:							
	R&R using Class IV			Show add cost	ADD	\$ 5,500.00	
4T NOTES:							
Cost to include all material, labor,bond,warranties to perform work							
Proposal to be good for 90 days							
Contractor Exclusions:							



TOWN COUNCIL AGENDA ITEM NO. 9

CONSENT ITEM

DATE: February 3, 2020

FROM: Jeff Garner, Director of Facilities Management

ITEM: Consider approval of a professional services agreement with Oxley Williams Tharp Architects, PLLC., for the Police Department Renovation project - Phase III in the amount of \$18,500.

BACKGROUND INFORMATION: During the FY 19-20 budget process the Town Council approved renovation of existing space in the Police and Municipal Court building of approximately 1,800 SF. The work will include renovation to the existing Community Jury Room, adjacent CID space, interview rooms, and additional locker rooms. Oxley Williams Tharp Architects (OWT) submitted a proposal to the Town to perform the professional services for this project which will include design, development, construction documents, and construction administration.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$18,500.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$18,500.00	100-655-59200-6010

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

LEGAL REVIEW: Original AIA document approved by Taylor, Olson, Adkins, Sralla, & Elam L.L.P. No alteration to the legal content of this form document was made.

ATTACHMENTS:

1. Amendment to AIA professional services agreement

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

AIA® Document G802™ – 2017
Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
 Flower Mound Police Renovations-
 Phase III
 Flower Mound, Texas

AGREEMENT INFORMATION:
 Date: April 11, 2016

AMENDMENT INFORMATION:
 Amendment Number: 006
 Date: 28 January 2020

OWNER: *(name and address)*
 Town of Flower Mound
 2121 Cross Timbers Road
 Flower Mound, Texas 75028

ARCHITECT: *(name and address)*
 Oxley Williams Tharp Architects, PLLC
 509 Pecan Street, Suite 100
 Fort Worth, Texas 76102

The Owner and Architect amend the Agreement as follows:

Provide professional services for the remodel of approximately 1,800 SF of existing Community Jury Room, Adjacent Interview Rooms and Entry Corridor and Lobby. There will also be an approximately 150 SF expansion of the previously remodeled Men's Locker Room into an adjacent existing Office.

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

Compensation Adjustment:
 \$18,500

Schedule Adjustment:
 Schedule is TBD

SIGNATURES:

Oxley Williams Tharp Architects,
 PLLC

Town of Flower Mound

ARCHITECT *(Firm name)*

OWNER *(Firm name)*

SIGNATURE

SIGNATURE

Jim Tharp, Principal
PRINTED NAME AND TITLE

Steve Dixon, Mayor
PRINTED NAME AND TITLE

28 January 2020
DATE

DATE



TOWN COUNCIL AGENDA ITEM NO. 10

CONSENT ITEM

DATE: February 3, 2020

FROM: Gary Bertagnolli, Director of Information Technology

ITEM: Consider approval of the network wiring installation with Black Box Network Services, for the Library Expansion project, in the amount of \$38,550.00.

BACKGROUND INFORMATION: On August 28, 2019, Neil Bletsch of Komatsu, Inc., provided Flower Mound Information Technology staff finalized electrical drawings. These drawings included data network drops required for computer, printer, and other systems to support the planned expansion and placement of systems. The plans were provided and reviewed with Black Box to provide a quote.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: A decision to not approve the proposed installation would result in the inability to connect computers, equipment and internet connections, in the new section of the library.

FISCAL IMPACT: \$38,550.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$38,550.00	533-111-32001

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

Total project cost is \$12,500,000. Funding sources are:

- Other \$ 100,000
- TIRZ debt \$10,900,000
- Tax debt \$ 1,500,000

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

ATTACHMENTS:

1. Black Box Network Services Statement of Work – Library Cabling

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



Town of Flower Mound Library Cabling

Statement of Work

January 2, 2020

Attachment 1

Integrated Communications— Delivered.

Innovative solutions
& advanced technologies
for today's complex
communications challenges.



UNIFIED COMMUNICATIONS & COLLABORATION
VOIP | TELEPHONY



STRUCTURED CABLING | INFRASTRUCTURE
MAINTENANCE



DATA CENTERS | IT NETWORKING
CYBER SECURITY

Prepared for...

Customer Name: Town of Flower Mound

**Site Address: 3030 Broadmoor Lane
Flower Mound, TX 75022**

Presented by...

Account Manager: Keith Holmes

Bid Engineer: Bill Unger

Proposal #: 104870

DIR Contract DIR-TSO-4344

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2 Executive Summary

Thank you for the opportunity to provide a Statement of Work proposal for the implementation of the Town of Flower Mound - Library Cabling. This estimate is based on utilizing On-Site Black Box Network Services (BBNS) managed technicians to perform the scope as listed in this document.

Our objective is to ensure that the proposed BBNS solution aligns with your primary business goals and objectives. By offering Cabling Services, BBNS is able to couple intimate knowledge of the customer site with the latest installation techniques and standards. All work performed under this scope will strictly adhere to the latest Infrastructure or technology standards.

Please contact me with any questions or clarifications.

Thank you,

Keith Holmes

3 Solution Scope

Black Box Network Services, (BBNS), will complete the scope outlined below.

3.1 Horizontal Cabling

- 3.1.1 Provide and install (2) 4-pair, Category 6, plenum cables from varies IDF's closets to each of (32) Wall locations
- 3.1.2 Provide and install (2) 4-pair, Category 6, plenum cables from varies IDF's closets to each of (31) Pokethru locations
- 3.1.3 Provide and install (4) 4-pair, Category 6, plenum cables from varies IDF's closets to each of (1) Pokethru location
- 3.1.4 Provide and install (6) 4-pair, Category 6, plenum cables from varies IDF's closets to each of (2) Pokethru locations
- 3.1.5 Provide and install (1) 4-pair, Category 6, plenum cable from varies IDF's closets to each of (3) Wall Phone locations
- 3.1.6 Provide and install (1) 4-pair, Category 6, plenum cables from varies IDF's closets to each of (7) Access Point locations
- 3.1.7 Total data cables is: 152
- 3.1.8 At IDF end, All Category 6 cables will be terminated onto new 48 Port Category 6 patch panels
- 3.1.9 All Category 6 cables will be terminated onto Category 6 jacks at the station end and mounted into single gang faceplates or surface boxes.
- 3.1.10 Provide and install (1) RG6, Coax, plenum cable from varies IDF's closets to each of (12) TV locations
- 3.1.11 RG6 Coax Cable will be terminated at TV end and installed in faceplate with data cable. RG6 Coax cable will be terminated at IDF end and left for TV provided to make final connection

3.2 IDF Build-out

- 3.2.1 In the each IDF closet, provide and install (2) 48 Port Category 6 patch panels and (2) 2U Wire managers. No new Rack or Cabinet will be provide or installed by Black Box. Black Box assumes existing racks will be reused and has room for new patch panels an wire managers

3.3 Structure Cable System Routing

- 3.3.1 Install the network cables from the designated MDF / IDF to the appropriate Workstation. All station cables and backbone cables will route through the BBNS provided and installed J-hook system.
- 3.3.2 Any conduit or conduit sleeves that is needed to route data cables to final user locations, will be install by others and not Black Box

3.4 Fire Stopping

- 3.4.1 Fire stop all necessary telecommunications penetrations created and/or utilized by BB
- 3.4.2 Any existing penetrations that are to be utilized by BB that requires fire stopping and are not included in this SOW will require a change order

3.5 Labeling

- 3.5.1 Labeling provided by BB will be typed or computer printed. The labeling convention will be as per the drawings and specifications provided by Client unless otherwise requested before construction. At such time, a jointly agreed upon labeling convention will be incorporated into BB pre-construction plan
- 3.5.2 Items that will be labeled include:
 - Work area telecommunications outlets
 - IDF connecting hardware (i.e., terminal blocks, patch panels)
 - Telecommunications cable (i.e., horizontal & backbone) approx. 1 -2 ft. from termination

3.6 Testing

- 3.6.1 Copper Cable Testing:
 - 3.6.1.1 Copper cables will be tested for continuity including shorts, opens, crosses, splits, and wire mapping and for cable length with the industry standard cable analyzer equipped with the latest Category 6 software
 - 3.6.1.2 The tester will measure the electrical characteristics of the cable using a true frequency sweep method and each test will be conducted from the Horizontal Cross-connect to the workstation outlet
 - 3.6.1.3 Final test results for each Category 5e / 6, 4-pair cable will be submitted as part of BB "as-built" project performance acceptance records. In addition to the above information, the documentation will also include a pass indication for the specified cable, the test date, and the serial number and software version of the scanner
 - 3.6.1.4 Category 3 Copper tie pair, horizontal backbone and terminations will be tested for continuity including shorts, opens, crosses, splits, and wire mapping

3.7 Documentation

- 3.7.1 Black Box will provide floor plan test results in digital format

4 Project Organization

- 4.1.1 BB provides project management and technical direction for all Projects regardless of size
 - 4.1.1.1 Schedule and coordinate the necessary resources to support the Project
 - 4.1.1.2 Manage tasks, timelines and overall schedule for the Project
 - 4.1.1.3 Coordinate and deliver regular updates on performance and issues
 - 4.1.1.4 Identify, escalate, and document issues as necessary
 - 4.1.1.5 Complete change request documentation as required using a Project Change Request
 - 4.1.1.6 A weekly status report will be provided by the project manager

5 Milestone / Project Schedule Requirements

- 5.1.1 Any changes to the Project Start and End Dates may result in additional change order charges the Customer

- 5.1.2 Customer delays that impact the implementation schedule directly or indirectly shall be billed hourly per resource which includes expenses. Delays could result in change order charges the Customer
- 5.1.3 Delay charges shall start after 30-minutes of non-productive activity and shall be recorded in 15-minute increments
- 5.1.4 A delay is defined as any reason or issue caused directly, indirectly, or inadvertently by the Customer that prevents a BBNS resource from completing the agreed SOW in a timely and immediate manner. The technician is not responsible for preventing delays caused by the Customer

6 Change Management

- 6.1.1 Should this Statement of Work change due to Customer requirements or unforeseen field conditions, deletions and additions, or other changes outside the Statement of Work; the modifications will be discussed between the Customer PM and the BB PM regarding additional labor cost, implementation delays, material cost, cost adjustments, etc.
 - 6.1.1.1 The work will be scheduled and completed after a Project Change Request (PCR) has been approved and a Customer PO for the approved amount has been received by BB. Work requested outside the Statement of Work will not be scheduled and performed by BB without a Customer PO. Additional charges to reschedule or dispatch BB resources due to changes in the Statement of Work will be included in the PCR labor request.

7 Project Responsibilities

7.1 Project Assumptions

- 7.1.1 All standard BB Definitions, Assumptions, Customer Responsibilities, Caveats, Terms and Exclusions apply
- 7.1.2 Where applicable standard mounting procedures will be conducted. All equipment mounting locations must use the standard mounting hardware provided by the OEM with no special adaptations or drilling
- 7.1.3 Only the hardware, software, licenses and materials listed on the Bill of Material will be installed
- 7.1.4 Unless otherwise specified in the Solutions section, all activities and services will be performed during Normal Business Hours (NBH) as defined below
- 7.1.5 Unless otherwise specified in the Solutions section, Times of Day are defined as follows:
 - Normal business hours is defined as Monday through Friday 7am to 5pm site local time
 - Overtime hours is defined as Monday through Thursday, after 5pm and prior to Next Business Day 7am
 - Weekend is defined as Friday 5pm through Monday 7am
 - Holiday is defined as they are recognized by local countries, Customer, BB or as otherwise negotiated
- 7.1.6 All travel will be via standard means (e.g., vehicles classified as cars, vans or trucks)
- 7.1.7 All non-local and non-standard travel must be pre-approved by the customer and will be billable at the actual costs incurred by BB
- 7.1.8 It is assumed that all conduits are correctly sized and that any new conduits, raceways, cable support structure, pathways, power poles, core holes, sleeves, floor or wall penetrations, will be provided by 3rd parties and will be ready before cable installation
- 7.1.9 All materials supplied must conform to the National Fire Protection Agency (NFPA) and National Electrical Code (NEC) and Local Electrical Code laws and guidelines
- 7.1.10 All power and grounding must be accessible, of adequate sizing, and locally available
- 7.1.11 Cabling pathways will have at least 12" clearance from electrical lines and 6" from fluorescent fixtures
- 7.1.12 Unless otherwise specified in this SOW and defined and priced, the following infrastructure assumptions apply:
 - 7.1.12.1 All cables must originate at a single point (patch panel, wall mount box, rack, etc.) and terminate at a single point
 - 7.1.12.2 All backboard and conduit is in place and space is adequate for new cabling

7.1.12.3 All material OEMs are determined by BB cable

7.1.12.4 If required, BB will provide and use ladders with a maximum ladder height of 10 feet.

7.1.13 All work areas are assumed to be free of any hazardous materials or environments. Work in any hazardous environment is excluded

7.1.14 Unless otherwise specified in the Solutions section, this SOW does not include any electrical work or cut, patch, or paint of any surface

7.1.15 Unless otherwise specified in the Solutions section, this SOW does not include cable removal

7.2 Customer Responsibilities

7.2.1 Customer will identify and provide knowledgeable local staff management representative with decision making authority for this project

7.2.2 Customer must request all BB services, scheduled through the BB Project Manager

7.2.3 Communicate any issues or changes to the assigned Services to the BB Project Manager in an expedited manner

7.2.4 Documentation and information provided to BB by Customer must be accurate, complete and up-to-date

7.2.5 The customer must provide specific instructions for all phases of the project for all activities and services

7.2.6 Provide notification in advance of any unique requirements, hazardous locations, clean access areas, security precautions, access restrictions or other extraordinary conditions that may exist and which may affect the execution of the Project and provide at Customer expense any training, clothing, equipment or transportation required for BB personnel. This includes but is not limited to any clean room, special access, health, safety, security or environmental requirements, rules or regulations that BB must follow to operate during their time on site

7.2.7 Provide a clear and accessible working space for installation of all equipment, free from any hazardous materials

7.2.8 Provide all BB personnel free and unobstructed access to all areas of the Customer facility necessary to complete the project and provide Customer escorts to BB personnel at each Customer site for the entire period required for the quoted services if required by the Customer

7.2.9 Unless otherwise stated in scope or work, it is the responsibility of the customer to provide Man-Lifts for the duration of the project, adequate in height, in good working condition, to perform the job outlined in this SOW

7.2.10 If any hardware, software, licenses or material is provided by 3rd parties, all material shall be delivered to the job site not less than twenty-four hours prior to installation of such material

7.3 Black Box Responsibilities

7.3.1 BB will keep the work area as clean as possible

7.3.2 All empty boxes, scrap cable and debris caused by BB shall be disposed of properly

7.3.3 Unless otherwise specified in the Solutions section, all equipment, and material collected as a part of decommissioning, de-installation or infrastructure removal shall be removed from site by BB. The material removed from the site and will be recycled appropriately per LEED guidelines and Green Initiatives

8 Post Engagement Support Service

8.1.1 As an Infrastructure Manufacturer Partner, BB is able to pass through to Customer the Manufacturer warranty on all installed cabling and connectivity hardware

8.1.2 The Customer's sole and exclusive remedy for any breach of a manufacturer's warranty shall be limited to the remedies set forth in the manufacturer's end use warranties for Equipment and/or Software

8.1.3 Warranty information is found under General Web Terms & Conditions at the following link:
<https://www.bboxservices.com/legal/terms-conditions-of-sale/general-web-terms-conditions>

9 Investment / Pricing

9.1 Pricing Terms

- 9.1.1 Unless renewed in writing, this proposal automatically expires sixty (60) days from the Proposal Date
- 9.1.2 Pricing assumes a complete award of all sites, activities, services and material quoted
- 9.1.3 Pricing assumes that no remediation is required for any phase of the project
- 9.1.4 Pricing assumes that no special equipment is required for any phase of the project
- 9.1.5 Pricing assumes that no non-standard tools are required for any phase of the project
- 9.1.6 All billing will occur in the US, between US based legal entities for BB and the Customer and is in US Dollars only
- 9.1.7 If applicable, sales tax will be added to invoice total of the sum proposal price presented herein unless customer provides proof of exemption within (5) days of acceptance
- 9.1.8 Permitting, taxes, tariffs, duties and other fees are not included in the pricing
- 9.1.9 Hardware and or Software costs will be invoiced Due Upon Delivery, Net 30
- 9.1.10 Labor will be invoiced monthly, based on % of Work Complete, Net 30
- 9.1.11 Customer shall have no more than five (5) business days to review and accept or reject the BB invoice. All such acceptance and rejection must be provided in writing to BB
- 9.1.12 If invoices are not explicitly rejected in writing to BB within the specified time frame, the invoices shall be considered valid and payable
- 9.1.13 All pricing is subject to Credit Approval
- 9.1.14 All quotations are based on current BB wage rates, unless otherwise noted. Any federal, state, or local legislation, project specific, or 3rd party agreements affecting hourly rates of pay, fringe benefits, or variations from a BB agreement or agreements with Union affiliations shall cause the labor quotation to become subject to renegotiation at the option of BB
- 9.1.15 The timeline and price estimates included in this SOW are based in part on the Customer provided project assumptions. Any changes to these assumptions may necessitate a change in the Project timeline and/or price to be documented in a Project Change Request

9.2 Proposal Price

Material:	\$	19,400.00
Labor:	\$	19,150.00
Total:	\$	38,550.00

DIR Contract DIR-TSO-4344

10 Authorization & Confidentiality

To initiate this request Black Box Network Services requires a signed Statement of Work to be followed up with an authorized Purchase Order.

Please include the following business entity and address information on the Purchase Order:

Norstan Communications, Inc. d/b/a Black Box Network Services

Address: 10050 Crosstown Circle, Ste 600, Eden Prairie, MN 55344

Terms and Conditions: You hereby consent to the incorporation of the applicable terms and conditions, applicable software licenses and service plan(s) posted at <https://www.bboxservices.com/legal/terms-conditions-of-sale/general-web-terms-conditions>

The above prices, specifications and conditions are satisfactory and are hereby accepted. Black Box Network Services is authorized to do the work as specified. Payment will be made as outlined above.



Town of Flower Mound

Authorized Signature

Authorized Signature

Name Printed

Name Printed

Title

Title

Date

Date

Note: I confirm in signing this document that I have the authority to represent the organization in this matter.

11 Appendix A: Bill of Materials

Material Description	Manufacturer	Part Number	Total Quantity	U
HORIZONTAL INSTALL / TERMINATION		0	33,230	0
4-Pair, Category 6, Plenum Cable (Blue)	Commscope	CS34P-6W	33,000	ft
Category 6, RJ45 Insert Data	Commscope	UNJ600-WH	152	ea
2-Port Flush-mount (White) Faceplate	Commscope	M12L-262	68	ea
4-Port Flush-mount (White) Faceplate	Commscope	M14L-262	3	ea
2-Port Surface-mount Box (White)	Systimax	M102SMB-B-262	7	ea
HORIZONTAL CLOSET TERMINATION		0	12	0
48 Port, Category 6 Patch Panel	Commscope	UNP-U-610-2U-48	4	ea
2U Horizontal Single-sided Wire-manager	CPI	30330-719	4	ea
Horizontal Tie-bar	Panduit	SRB19BLY	4	ea
COAX		0	3,036	0
RG6 Plenum Coax Cable (White)	Beldon	9116P-W	3,000	ft
RG6 F-Type Connector	Beldon	DB6PL-25	24	ea
M81C Bulkhead Coupler for Faceplate	Commscope	108009432	12	ea
MISCELLANEOUS CONSUMABLES		0	236	0
15-Foot One Man-Lift (Per Month)	Rental	Lift	2	ea
Fire Stop Stick 1.5"x12"	3M	174609	4	ea
2" J-Hooks With Beam Clamp	Caddy	CAT32HPBCB	200	ea
Misc. Material	MISC	BBOX-MISC	1	lot



TOWN COUNCIL AGENDA ITEM NO. 11

CONSENT ITEM

DATE: February 3, 2020

FROM: Jeff Garner, Director of Facilities Management

ITEM: Consider approval for Schneider Electric to provide and install the INET Access & SecurityXpert door control system, for the Library Expansion project at a cost of \$44,322.00.

BACKGROUND INFORMATION: The new Library expansion project will require that we add several new doors to our access control system. This will require additional controllers, door hardware, and integration into the access control system. During the budget process FY 19-20 Town Council approved software upgrades from the existing INET access control software to Security Expert for access control systems being used in Town buildings. Due to the Library expansion project the upgrade from INET to Security Expert was excluded as the number of doors which were to be included in the Library project were not known. This request will integrate the old access components into the new Security Expert system and includes new hardware and controllers. Schneider Electric is a sole source provider for the software and components used for the Town access control systems.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: If the agenda item is not approved by the Town Council, all existing and new doors which are scheduled to be controlled through the access control system will not operate through the Building Management system, and staff would have to manually unlock/lock all doors.

FISCAL IMPACT: \$44,322.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$44,322.00	533-111-32001

Total project cost is \$12,500,000. Funding sources are:

- Other \$ 100,000
- TIRZ debt \$10,900,000
- Tax debt \$ 1,500,000

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Schneider Quote

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

Schneider Electric Buildings
1650 West Crosby
Carrollton, TX 75006



December 12, 2019

TO: Jeff Garner

SITE: Flower Mound Library
3030 Broadmoor Ln,
Flower Mound, TX 75022

REF: I/NET Access & SecurityXpert Control Adds
Proposal #19-709_R2a

Schneider Electric is pleased to offer the following proposal for your consideration. This quote includes the following services:

SCOPE OF WORK – INET SEVEN

- Two Doors near the Children's area and two near the Teenager area.
- Provide and install (2) SCU1284E2 panel enclosures. Panels to include the following parts:
 - o (2) XFMR
 - o (2) 17x13 SCU Control Panel
 - o (2) SCU1284 door controllers
 - o Power supplies
- Provide and install electrification hardware, (1) card reader, (1) request to exit motion detector, and (1-2) door status switch at (4) door locations.
- Run and terminate access control cables from the doors to the access panels.
- Program the access control doors and into I/NET and configure door schedules, zones, and/or alarms.
- Create/update new graphics.
- Perform check-out of the access control system for proper operation with the customer.

PRICING

PRICE (excluding tax)	\$22,530.00
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SCOPE OF WORK - SECURITYXPERT

- Provide and install (1) 24x24 panel enclosure. Panel to include the following parts:
 - o (1) SP-C (Security Purpose Controller w/ onboard I/O, supports 128 Doors with expansion modules, designed to function with Security Expert software.
 - o (1) SP-PSU-4A (Full DIN size 12VDC 4A, intelligent power supply module, intelligent battery charging, encrypted RS485 communication with SP-C.)
 - o (2) SP-MRDM2 (Mini half DIN size 2 wired door expander (4 Readers) with Wiegand or RS485 enabled reader ports. Encrypted RS485 communication with SP-C.)
 - o Power supplies/Transformers for respective device power requirements.
- Provide and install electrification hardware, (1) card reader, (1) request to exit motion detector, and (1-2) door status switch at (4) door locations.
- Run and terminate access control cables from the doors to the access panels.
- Program the access control doors into SecurityXpert and configure door schedules, zones, and/or alarms.
- Create/update new graphics.
- Perform check-out of the access control system for proper operation with the customer.

PRICING

PRICE (excluding tax)	\$21,792.00
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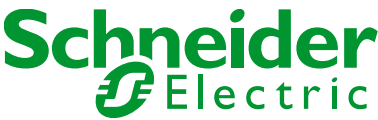
EXCLUSIONS

- Workstation, network drops, and IP addresses to be provided by others.
- Any existing system repair labor, parts, or materials not specifically mentioned above.
- All 120V power by others.
- Conduit by others except for stub ups as necessary.
- Pricing does not include sales tax or bonding cost.

CLARIFICATIONS

- Pricing does not include access control permit fee.
- All door hardware's
- 1-year warranty parts and labor included.
- All work to be performed during normal operating hours: Monday-Friday 8 AM to 5 PM.
- Pricing is valid for a period of 60 days and subject to escalation thereafter.

Schneider Electric Buildings
1650 West Crosby
Carrollton, TX 75006



PRICING

TOTAL PRICE (excluding tax)	\$44,322.00
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We would like to thank you for the opportunity to present our company’s proposal and look forward to working with you to address your building’s needs. If you have any questions regarding this proposal, please do not hesitate to reach out.

Sincerely,

Mark A. Boyd

Mark Boyd
Account Manager
(214) 882-8398
mark.a.boyd@se.com
SCHNEIDER ELECTRIC BUILDINGS AMERICAS, INC.

Accepted By: _____

Name: _____

Date: _____

PO#: _____

TERMS AND CONDITIONS OF SALE

900512PITC R05/19/15

This quotation and any exhibits and attachments hereto (collectively, "Agreement") and any information contained herein, is the property of Schneider Electric Buildings Americas Inc. ("Seller") and shall constitute proprietary and confidential information unless given to a public entity and required by law to be public information. The party to whom this quotation is addressed ("Buyer") acknowledges the confidential nature of this Agreement and agrees to take all commercially reasonable and necessary precautions to ensure the confidential treatment of this Agreement and all information contained herein. This Agreement will not be used, copied, reproduced, disclosed or otherwise disseminated or made available, directly or indirectly, to any third party for any purpose whatsoever without the prior written consent of Seller. The parties agree to be bound by the following terms and conditions.

1. **Quotations and Acceptance.** The quotation is based solely on the bid documents, which consist of the project drawings, specifications and/or instructions of the Buyer only modified by written agreement or Seller objection. Significant deviations between the actual conditions and circumstances of the work and those specified in the bid documents shall be cause for an adjustment in work scope, price and time allowed for performance. Written quotations shall be valid for no more than thirty (30) days from the date of issue, unless specifically stated otherwise herein. Buyer may accept the quotation by signing and returning a copy to Seller or by returning Buyer's own written instrument or order expressly acknowledging the quotation and terms set forth herein, provided, however, Seller hereby gives notice of its objection to any different or additional terms or conditions contained or referenced in Buyer's order, which will be of no force or effect except as may be expressly agreed to by Seller in writing. It is the intent of the parties that these Terms and Conditions of Sale shall govern the sale of goods delivered and services performed. Upon acceptance, this Agreement constitutes the entire understanding between the parties respecting the goods or services delineated herein and supersede all prior oral or written understandings or representations relating to such goods or services. This Agreement may not be discharged, extended, amended or modified in any way except by a written instrument signed by a duly authorized representative of each party. Seller assumes that the Subcontract Agreement offered will contain terms that are substantively similar to the AIA provisions that are in accordance with the provisions of the prime contract, including any supplements. Upon award, Seller assumes that contract provisions will be reviewed and negotiated in good faith to reach a mutual acceptance of both parties.
2. **Payment.** Absent a contrary provision herein, Buyer will pay Seller monthly progress payments on a net thirty (30) days basis from date of invoice for materials delivered (or stored at an off-site storage facility) and services performed, less any retained reserve which will be mutually agreed upon in writing by the parties. The aggregate amount of any such retained reserves shall be paid by Buyer to Seller within thirty (30) days after the date of substantial completion. If Seller provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. All invoices due and payable to Seller, less any applicable retained reserve, shall accrue interest at a compounded per annum rate not to exceed 1½% per month (18% per annum) or the maximum rate permitted by law. Acceptance and endorsement by Seller of an instrument for less than the full amount which Seller claims to be due shall not be deemed to be an admission of payment in full and any conditions to the contrary which are noted on such an instrument shall not be binding on Seller. If Buyer does not pay Seller, through no fault of Seller, within seven (7) days from the time payment was due, Seller may, without prejudice to any other remedy it may have, upon seven (7) additional days' written notice to Buyer, stop its work until payment of the amount owing has been received and the contract sum shall be equitably adjusted for reasonable costs of shutdown, delay and startup or in the alternative Seller may terminate this contract for material breach and all monies due Seller for services performed and materials delivered shall be paid upon demand. Seller shall be entitled to recover from Buyer all costs for collection, including reasonable attorneys' and professionals' fees. To the extent payments are received and as required by law, and upon Buyer's request, Seller will furnish mechanics lien waivers as the work progresses.

Seller reserves a security interest in any goods sold to the extent of the invoiced amount to secure payment of Buyer's obligation. In event of payment default, Seller may repossess such goods and a copy of the invoice may be filed with appropriate authorities as a financing statement to event or perfect Seller's security interest in the goods. At Seller's request, Buyer will execute any necessary instrument to perfect Seller's security interest.
3. **Price and Taxes.** The price for the goods and services hereunder are those shown on the face of this Agreement. The price of this Agreement does not include sales, use, excise, duties or other similar taxes, unless otherwise expressly provided herein. Any taxes (other than taxes due on Seller's net income) that are payable hereunder shall be the responsibility of Buyer. If applicable, Buyer shall provide Seller a copy of any appropriate tax exemption certificate for the state(s) into which the goods are to be shipped.
4. **Changes and Claims.** All materials and labor furnished hereunder shall be in accordance with shop drawings submitted by Seller and approved by Buyer. Any changes in the work as set forth in approved shop drawings, or from the scope of work as described herein, will require a written change order submitted to Seller by Buyer. An equitable adjustment will be made in the contract price or delivery dates or both, and this Agreement will be modified accordingly in writing. The cost or credit to Buyer for performance of such change order shall be determined by mutual written agreement prior to the commencement of any work under such change order. Buyer shall notify Seller promptly in writing of any circumstances arising from the performance of the work herein described which reasonably may be anticipated to result in a claim or back charge to Seller. Upon Seller's receipt of such notification, Seller shall have five (5) working days in which to remedy such circumstances and to avoid the imposition of such claim or back charge. Seller will not be liable for any claim or back charge where Seller has not been notified in the manner as set forth above.
5. **Access and Overtime.** This Agreement is based upon the use of straight time labor only during regular working hours (8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Seller's holidays). If Buyer requests Seller to perform any work outside of regular working hours, overtime and other additional expense occasioned thereby will be charged to and paid by Buyer. If Seller's work is to be performed on the project site, Buyer will afford unrestricted access to Seller and its employees and agents to all work areas.
6. **Damage or Loss to Equipment.** In the case of equipment not to be installed by or under supervision of Seller, Seller shall not be liable for damage to or loss of equipment after delivery of such equipment to the point of shipment. In the case of equipment to be installed by or under supervision of Seller, Seller shall not be liable for damage or loss after delivery by the carrier to the site of installation; if thereafter, pending installation or completion of installation or full performance by Seller, any such equipment is damaged or destroyed by any cause whatsoever, other than by the fault of Seller, Buyer agrees to promptly pay or reimburse

Seller an amount equal to the damage or loss which Seller incurs as a result thereof, in addition to or apart from, any and all other sums due or to become due hereunder.

7. **Delays.** Buyer shall prepare all work areas so as to be acceptable for Seller's work required hereunder. Buyer acknowledges that the contract sum is based upon Seller being able to perform the work in an orderly and sequential manner, as Seller so determines. If Seller's performance is delayed, interfered with, suspended, or otherwise interrupted, in whole or in part, by Buyer, other contractors on the project site, or by any other third party or by any act within the power and/or duty of Buyer to control, then Buyer agrees that it will be liable to Seller for all increased costs and damages which Seller incurs as a result thereof. Furthermore, if Seller is delayed at any time in the progress of the work by any act or neglect of Buyer, or by any separate contractor employed by Buyer, or by changes ordered in the work or by labor disputes, fire, delay in transportation, adverse weather conditions, casualties, or any other causes beyond Seller's control, then the time for completion of the work shall be extended for a period equal to the time lost by reason of such delay.
8. **Warranty.** Seller warrants to Buyer that all tangible articles manufactured by Seller will be free of defects in workmanship and material and that the work performed will be of good quality and will conform to the requirements of the bid documents. If the article is installed by Seller, Seller's sole obligation under this warranty shall be to provide, without charge, parts and labor necessary to remedy defects which appear within twelve (12) months from the date of beneficial use or occupancy, as applicable. If Seller provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. If article is not installed by Seller, the warranty period shall be within twelve (12) months of shipment of said article. Warranty claim must be made to Seller in writing within such twelve (12) month period. All transportation charges incurred in connection with the warranty for equipment not installed by Seller shall be borne by Buyer. Seller warrants that for equipment furnished and or installed, but not manufactured by Seller, Seller will extend the same warranty terms and conditions which Seller receives from the manufacturer of said equipment.

This warranty is the sole and exclusive warranty given with respect to any articles delivered or services performed by Seller. THE WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED (EXCEPT WARRANTIES OF TITLE), INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This warranty is subject to proper installation of the articles (if installation is not performed by Seller or authorized subcontractors of the Seller) and maintenance and storage of the articles in accordance with the specifications and directions supplied by Seller. This warranty does not apply to any defect, malfunction or failure caused by repairs made by other than or without the consent of Seller or the article has been subject to abuse, misuse, neglect, tampering, accident or damage by circumstances beyond Seller's control, including without limitation, acts of God, war, acts of government, corrosion, power fluctuations, freeze-ups, labor disputes, differences with workmen, riots, explosions, vandalism, or malicious mischief, nor to defective associated equipment or use of the articles with equipment for which they were not sold. All of Seller's obligations under this warranty will immediately terminate and be of no further force or effect if all or any part of the purchase price (including any installment payment) with respect to any article covered by this warranty is not paid to Seller when due. If cause of defect is found not to be Seller's responsibility, standard rates for repair or replacement and labor shall apply.

9. **Limitation of Liability.** In no event will Seller's total aggregate liability in warranty or contract exceed the contract price paid for the specific product or service that gives rise to the claim excluding third party claims for personal injury, death or property damage or as may be required by law. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOST PROFITS, LOSS OF USE, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Laws and Permits.** Seller shall comply with all applicable federal, state, and local laws and regulation and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Buyer. This contract shall be interpreted and governed under and in accordance with the laws of the jurisdiction in which the goods are delivered or services are performed without regard to its choice of law provisions.
11. **Disputes.** Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by good faith consultation and negotiation. If those attempts fail, either party shall provide written notice within thirty (30) days to the other to mutually agree on an arbitration process. If a process is not agreed upon within thirty (30) days, final and binding arbitration in accordance with the then current Construction Industry Arbitration Rules of the American Arbitration Association shall commence and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitration shall be held in the federal, state or municipal courts serving the county in which the project is located unless the parties mutually agree otherwise. The prevailing party shall recover all reasonable legal costs and attorney's fees incurred as a result, which shall be promptly paid by the non-prevailing party. Any dispute or demand for arbitration must be commenced within one (1) year after the cause of action has accrued. Nothing herein shall limit any rights Seller may have under construction mechanic or materialmen lien laws. Seller shall have the right to suspend affected services pending resolution of disputes.
12. **Insurance.** The parties shall each maintain insurance coverage including without limitation, Workers' Compensation and Employer's Liability at statutory limits, Automobile Liability covering all owned, hired and other non-owned vehicles, and Commercial General Liability covering public liability and property damage with limits generally required for its respective industry with not less than \$1,000,000 minimum coverage per occurrence. Such insurance shall be with reputable and financially responsible carriers authorized to transact business in the state in which the project and services are being performed. No credit will be given or premium paid by Seller for insurance afforded by others.
13. **Clean Up.** Seller agrees to keep the job site clean of debris arising out of its operations. Buyer shall not back charge Seller for any costs or expenses for clean up or otherwise without prior written notice and Seller's written consent.
14. **Severability.** The invalidity or unenforceability of any provision herein shall in no way affect the validity or enforceability of any other provision.



TOWN COUNCIL AGENDA ITEM NO. 12

CONSENT ITEM

DATE: February 3, 2020

FROM: David Bauer, Construction Manager

ITEM: Consider approval of a professional service agreement with Schrickel, Rollins | PSC for the Hound Mound Parking Lot and Restroom project in the amount of \$73,750.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: Since the dog park opened in January of 2016, residents have requested a restroom facility and additional parking spaces as the parking lot fills up quickly on nice weather days and during peak times. Users of the dog park have parked in the grass and across Garden Ridge Blvd., with no safe route to cross the street with their dog(s).

The Hound Mound Parking and Restroom project was added to the CIP to be funded in FY19-20 at the request of the Town Council. This project was escalated due to the lack of parking spaces during busy times and safety concerns related to residents and their dogs safely crossing Garden Ridge Blvd. Town Council approved the FY19-20 budget on September 16, 2019.

BOARD REVIEW/CITIZEN FEEDBACK: Heritage Park Improvements is listed as a sustainable recommendation in the 2017 Parks and Trails Master Plan Update. The project includes the addition of a restroom facility at the Dog Park and LED parking lot lighting improvements. During the FY17-18 budget cycle, the Heritage Park Improvements project was added by the Parks Board at their June 1, 2017 regular meeting, to be included in the Town's Five-Year CIP and funded in FY 20-21.

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$73,750.00

Proposed Expenditure:	Account Number(s):
\$73,750.00	532-110-90709

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

Total project cost is \$650,000. Funding sources are:

- Other \$ 300,000
- Park Development fees \$ 350,000

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 Services Agreement

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
Schrickel, Rollins | PSC.**

This contract is entered into on this 3rd day of February, 2020, 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 Town Manager or the Town Manager's designee, and **Schrickel, Rollins | PSC** ("hereinafter referred to as "CONSULTANT") whose address is 255 N. Center Street, Suite 200, Arlington, TX 76011

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to surveying, design and providing construction documents and other services for the Hound Mound Parking and Rest Room Project; and

WHEREAS, CONSULTANT is a is an architectural, engineering, professional planning, urban design, or landscape architecture firm qualified to provide such services 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 and to provide for other services for the Hound Mound Parking and Rest Room 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 Seventy Three Thousand Seven Hundred Fifty and No/100 Dollars (\$73,750.00). 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 an hourly basis for certain services provided combined with a flat fee for specific tasks performed in accordance with Attachment "B"; provided however that this Contract shall control in the event of any conflict between the language in Attachment "B" and the language in this Contract. If additional services, trips or expenses are requested, CONSULTANT will not provide such additional services until authorized by TOWN in writing to proceed. The scope of services shall be strictly limited. TOWN shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless TOWN shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

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

the Project, the total of the current invoice amount and a running total balance for the Project to date.

Assuming that TOWN agrees with the invoice, that TOWN has not determined any of the work to be unsatisfactory, or that TOWN otherwise does not dispute any of the amounts billed, 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
c/o Periculum Services Group
Department 72
PO Box 257
Portland, MI 48875-0257

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:

David Bauer, Construction Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6308 Telephone
972-874- 6472 Facsimile

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 subcontractor 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

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 XVII 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:

David Bauer, Construction Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874- 6308 Telephone
972-874-6472 Facsimile

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:

Victor Baxter, R.L.A.
Director of Landscape Architecture and Planning Business
Development
Schrickel, Rollins | PSC
255 N. Center Street, Suite 200
Arlington, Texas 76011
817-649-3216 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.

XX.

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.

XXI.

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.

XXII.

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.

XX.

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.

XXI.

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.

XXII.
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.

XXIII.
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.

XXIV.
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.

XXV.
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.

XXVI.
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.

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

TOWN:
TOWN OF FLOWER MOUND, TEXAS

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

State of Texas §
 §
County of Denton §

This instrument was acknowledged before me on the _____ day of _____
20_____, by Steve Dixon, Mayor of the Town of Flower Mound, Texas, on behalf of the
Town of Flower Mound, Texas.

Notary Public, State of Texas

My Commission Expires:

CONSULTANT:

Schrickel, Rollins | PSC

By: _____

Name: Victor Baxter, R.L.A., ASLA.

Title: Director of Landscape Architecture and
Planning Business Development

Date Signed: December 13, 2019

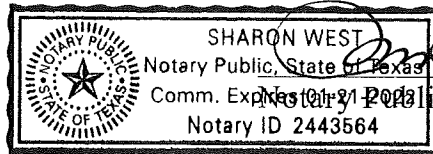
State of Texas §
 §
County of Texas §

This instrument was acknowledged before me on the 13th day of December, 20 19, by Victor W. Baxter in his capacity as Director of LA... of Schrickel Rollins I PSC, a private 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 Schrickel Rollins I PSC.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 13th DAY OF Dec. 20 19.

My Commission Expires:

1-21-2022



Notary Public, State of Texas

ATTACHMENT - A

SCOPE OF SERVICES **Heritage Park – Dog Park Additions**

December 12, 2019

SUMMARY OF PROJECT

- A. This project consists of Construction Documents for a lighted parking lot using electrical connections from transformers to the north. The parking should be connected to the existing trail system in Heritage park as well as connections to the existing Dog Park, east of Garden Ridge. The connection to the dog park will consist of curb cuts with an accessible crosswalk and warning signals per Town standards. The additions should also have a prefabricated restroom located in between the large dog and small dog fenced areas. This restroom should also be connected to power located at a transformer to the north.
- B. The total project construction budget is approximately \$600,000.00

PART I - ELEMENTS

- A. The program of development shall include, but not be limited to, the following elements. It is understood that elements may be omitted in order to meet the project budget.

Project Elements - Base Bid

1. Demo and Removal
2. Earthwork and Storm Drainage as needed
3. 30 space concrete parking lot (lighted)
4. concrete sidewalk and trail to existing trail
5. warning signals at crosswalk per Town Standards
6. Erosion control
7. Prefabricated Restroom to match Heritage Park (west)
8. Utilities for Restroom
9. Plaza paving around restroom.

Project Elements – Bid Options

1. Walls – Keystone vs. Stone Veneer (if needed)

PART II – Concept Plan

A. Services. Consultant will provide/perform the following Concept Planning Phase Services:

1. Conduct reconnaissance of the site.
2. Analyze the capabilities and limitations of the site.
3. In sketch form, prepare conceptual development plan alternatives for the parking within the existing the Heritage Park – west of Garden Ridge.
4. Present a viable plan for the parking lot in a work session with the Staff for review and further development. The Consultant will provide alternatives as requested by the Owner, until a solution has been accepted by the Owner.
5. Prepare a first draft of the site layout for staff review.
6. Prepare general opinions of probable construction cost.
7. Present the final draft site layout, and opinions of probable construction cost.
8. Construction Documents will proceed upon final approval and authorization of the site layout.

PART III - CONSTRUCTION DOCUMENTS PHASE

A. Services. Consultant will provide/perform the following Construction Documents Phase Services of the project in accordance with the available budget:

1. All drawings and details will be produced in AutoCAD.
2. Based upon the approved Site Layout and further adjustments in the scope or quality of the Project or in the project design budget authorized by the Town, the Consultant shall prepare, for approval by Town staff, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for construction of the Project. Construction Documents Phase deliverables shall include, but not be limited to these contract documents:
 - (a) Plan sheets illustrating plans, elevations, sections, and details of construction.
 - (b) Project manual containing technical specifications and bidding documents including Town forms, consisting of but not limited to the following: bid proposal, form of agreement between Town and Contractor, and conditions of the contract, etc.
 - (c) Provide graphic products in electronic file format (pdf).
 - (d) All electronic file transmittals shall be in CD-Rom format, uploaded to the Town's FTP site, or uploadable on an FTP site hosted by SRA.
3. Deliverables will be submitted at the following phases of the design process: 50%, and 100% Review.
 - (a) The 50% submittal will include four (4) half size bound sets (11x17) and will be provided by PDF and uploaded to SRA|PSC's FTP site for the Town's use and printing.

- (b) The 100% submittal will require eight (8) half size bound sets (11x17) and two (2) bound specification books and will be provided by PDF and uploaded to SRA|PSC's FTP site for the Town's use and printing.
- 4. Prepare a take-off of final quantities and prepare final opinions of probable construction cost.
- 5. Prepare final bid documents, bid proposal forms, construction plans, and special conditions.
- 6. Reproduce bid documents as required by the Town.
- 7. File bid documents for review by the Texas Department of Licensing and Regulation.

PART IV – BIDDING PHASE

- A. Services. Consultant will provide/perform the following Bidding Phase Services. *(Items in italics will be provided by the Town of Flower Mound.)*
 - 1. *The Town staff will prepare the advertisement for bids.*
 - 2. Answer questions from Bidders and prepare addenda as necessary.
 - 3. *The Town will open bids.*
 - 4. *The Town will provide Bid Tabulations.* SRA|PSC will review the bids and prepare a letter of recommendation.
 - 5. Review "or-equal" submittals from contractor.
 - 6. A summary of the bid analysis will be provided to the Town for use in the selection and award of the construction contract.
 - 7. *If the Town staff conducts a pre-bid conference.* SRA|PSC will attend if needed.
 - 8. Furnish the Town twenty (20) half size bound plan sets (11x17) final plans and twenty (20) bound final specification books for construction bidding and will be provided by PDF and uploaded to SRA|PSC's FTP site for the Town's use and printing.

PART V - CONTRACT ADMINISTRATION PHASE

- A. Services. Consultant will provide/perform the following Construction Administration Phase Services:
 - 1. Provide site observation visits appropriate to the stage and quality of the Contractor's works in progress. Site observation visits shall be provided for ascertaining for the Town that the work is in substantial or general conformance with the contract documents and design intent.
 - (a) Should nonconforming or defective work be observed, the Consultant will endeavor to immediately inform the Town's representative that conforming or remedial action is required.
 - (b) The number of site observation visits to be provided by a representative of the Consultant shall not exceed an aggregate total of up to six (5) visits over the period of the Contractor's construction contract. If additional

representation is required during the Construction Administration Phase, it shall be provided as Additional Services.

- (c) Site observation visits provided by the Consultant as necessary, to correct errors or omissions or to clarify ambiguities in the plans, will not accrue against the five (5) visits per Contract Administration Phase as described in Part V - A.1.b (shown above).
- 2. Review shop drawings and other submittal information for the purpose of ascertaining conformance with the design intent and construction documents.
- 3. Provide written responses to requests for information or clarification.
- 4. Recommend change orders, if required.
- 5. Assist the Town in conducting the substantial completion and final completion observations.
- 6. Record Drawings of constructed facilities.

PART VI – SPECIAL SERVICES

- A. Electrical. The Electrical design for this project will consist of providing Construction Documents for the electrical service to the proposed prefab restroom building and proposed parking lot lighting. The parking lot design will also submit photometric calculations and certifications as required by Flower Mound.
- B. Site Distance Analysis. A Site Distance Analysis will be conducted to determine the location of warning lights and other safety features required for the pedestrian cross walk and vehicle left turning movement across Garden Ridge.
- C. Base Map and Surveying. A new topographical survey and tree survey (meeting Town standard requirements) will be conducted for the proposed parking lot area west of Garden Ridge at the existing curb cut. The Record Drawings of the Dog Park will be used for locating the Restroom building. The Survey will also include information needed for the Site Distance Analysis (See Item B.)
- D. Geotechnical Investigation and Report. A Geotechnical investigation and report will not be conducted for future improvements in the parking area.

PART VII - MEETINGS

- A. SRA|PSC will attend two (2) meetings with staff, to approve the site layout and to prepare for separate presentations to the PALS Board and Town Council if needed.
- B. Additional meetings may be scheduled with additional compensation by the Town to SRA|PSC, as mutually agreed to in writing in advance of any such meeting(s).

PART VIII – ADDITIONAL SERVICES

- A. The intent of this Scope of Services (Attachment “A”) is to include only the services specifically listed herein for this Project. Services specifically not included from this scope of services include, but are not necessarily limited to the following:
1. Professional Services beyond the original items described in the Scope of Services.
 2. Geotechnical Investigations / Reports.
 3. Additional Surveying beyond that described in the Scope of Services.
 4. Design of off-site utility services, primary power, or drainage facilities to more than a distance of 1000 feet from any boundary of the project site.
 5. Environmental impact statements, assessments or environmental impact study.
 6. 3D animation or formal perspective renderings.
 7. Public meetings / presentations not included in Part – VII Meetings.
 8. Full-time or otherwise frequent and detailed inspection of the Contractor’s works in progress.
 9. Quality control and testing services during construction.
 10. Additional site visits / meetings beyond those listed in Part V - Contract Administration Phase.
 11. Preparation of Storm Water Prevention Plan (SWPPP).
- B. Any services listed above will be provided only upon written authorization by the Owner for additional compensation.

PART IX - REIMBURSABLE EXPENSES

The Town will reimburse the consultant for the actual cost of the following: (1) all printing and reproductions of Bidding and Construction Documents, and (2) overnight or express delivery services. *The Town will pay the TDLR RAS review and inspection fees separately.*



255 N. Center St., Suite 200
Arlington, Texas 76011
817.649.3216

ATTACHMENT - B

COMPENSATION SCHEDULE

Town of Flower Mound Heritage Park - Dog Park Additions

December 12, 2019

A. BASIC PROFESSIONAL PLANNING AND DESIGN SERVICES -

1. Schematic Layout	\$ 2,000
2. Construction Documents	\$ 35,000
3. Bidding / Addendum	\$ 5,750
4. Contract Administration	\$ 5,000
5. Record Drawings	\$ 2,000
6. Total Basic Services	\$ 49,750

B. SPECIAL SERVICES

1. Electrical	\$ 11,750
2. Surveying	\$ 8,000
3. Site Distance Analysis	\$ 4,000
3. Total Special Services	\$ 23,750

C. OPTIONAL SERVICES

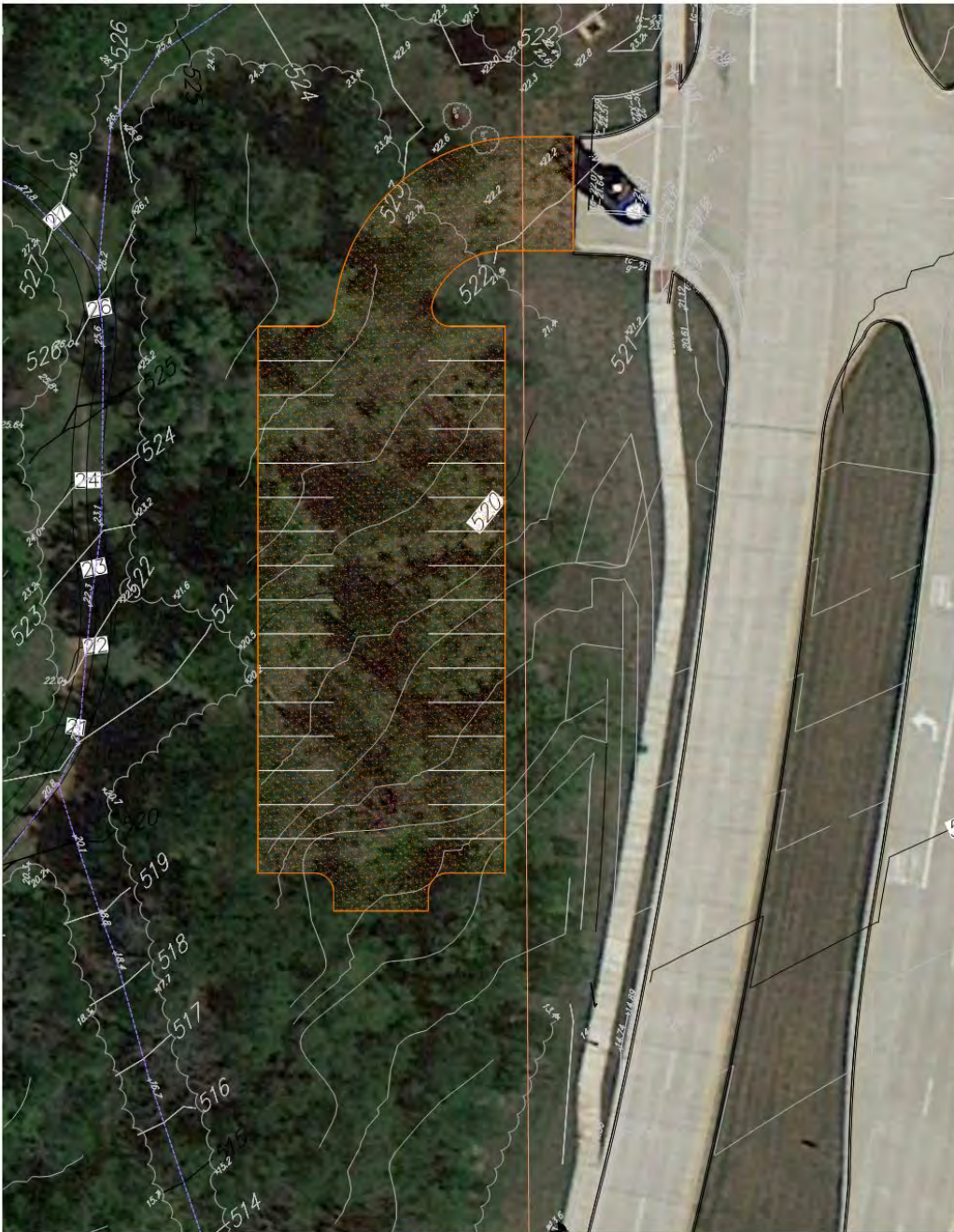
1. Electrical (Replace existing solar lighting)	\$ 1,500
2. Total Special Services	\$ 1,500

D. REIMBURSABLE EXPENSES - Allowance, Not to exceed \$ 250

E. TOTAL \$ 73,750

ATTACHMENT - C

SCHEMATIC OF PROPOSED PARKING LOT



Hourly Rate Schedule

January 1, 2019 through December 31, 2019

Client: Town of Flower Mound

Project: Heritage Park - Dog Park Additions

Agreement Date:

Location:

CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE
SUPPORT STAFF I	\$60.00	PROFESSIONAL LEVEL II		PROFESSIONAL LEVEL V	
Engineering Student		Mechanical & Electrical	\$133.00	Mechanical & Electrical	\$229.00
Design Student		Civil & Structural	\$132.00	Civil & Structural	\$224.00
Landscape Architect Student		Architect	\$127.00	Architect	\$209.00
Interior Design Student		Architect Intern		Senior Architect	
		Landscape & Interior	\$118.00	Landscape & Interior	\$172.00
		Design Intern Landscape		Project Manager	
SUPPORT STAFF II	\$103.00	Architect Intern		Senior Landscape Architect	
Engineering Technician		Technologist		Senior Interior Designer	
Engineering Student		Resident Project Representative		Resident Project Representative	
Design Technician					
CADD					
Survey Technician					
Administrative Assistant					
Project Assistant					
Word Processor					
File Specialist					
		PROFESSIONAL LEVEL III		PROFESSIONAL LEVEL VI	
SUPPORT STAFF III	\$113.00	Mechanical & Electrical	\$158.00	Mechanical & Electrical	\$259.00
Engineering Technician		Civil & Structural	\$155.00	Civil & Structural	\$248.00
Design Technician		Architect	\$145.00	Architect	\$235.00
CADD		Architect Intern		Landscape & Interior	\$208.00
Administrative Assistant		Landscape & Interior	\$130.00	Studio Leader	
Project Assistant		Interior Design Intern		Senior Project Manager	
		Landscape Architect Intern		Senior Practice Leader	
		Technologist		Surveyor	
		Resident Project Representative		Resident Project Representative	
PROFESSIONAL LEVEL I		PROFESSIONAL LEVEL IV		PROFESSIONAL LEVEL VII	
Mechanical & Electrical	\$117.00	Mechanical & Electrical	\$187.00	Mechanical & Electrical	\$278.00
Civil & Structural	\$117.00	Civil & Structural	\$184.00	Civil & Structural	\$271.00
Architect	\$117.00	Architect	\$171.00	Architect	\$260.00
Architect Intern		Professional Architect		Landscape & Interior	\$233.00
Landscape & Interior	\$112.00	Project Architect		Operations Director	
Interior Design Intern		Landscape & Interior	\$142.00	Sector Director	
Landscape Architect Intern		Professional Landscape Architect			
Planner		Professional Interior Designer			
Survey Technician		Project Landscape Architect			
Technologist		Project Interior Designer			
Resident Project Representative		Technologist			
		Resident Project Representative			

Expenses: Reimbursement for expenses as listed, but not limited to, incurred in connection with services, will be at cost plus 15 percent for items such as:

1. Maps, photographs, postage, phone, reproductions, printing, equipment rental, and special supplies related to the services.
2. Consultants, soils engineers, surveyors, contractors, and other outside services.
3. Rented vehicles, local public transportation and taxis, road toll fees, travel, and subsistence.
4. Special or job-specific fees, insurance, permits, and licenses applicable to work services.
5. Mileage at IRS-approved rate.

Rate for professional staff for legal proceedings or as expert witnesses will be a rate one-and-a-half times these Hourly Rates. Excise and gross receipt taxes, if any, will be added as an expense.

Foregoing Schedule of Charges is incorporated into the Agreement for Services provided, effective January 1, 2019 through December 31, 2019.

After December 31, 2019, invoices will reflect the Schedule of Charges currently in effect.



TOWN COUNCIL AGENDA ITEM NO. 13

CONSENT ITEM

DATE: February 3, 2020

FROM: Brian Waltenburg, Assistant Director of Engineering

ITEM: **Consider approval of Change Order No. 1 for the construction of the Morriss Road and 20" Water Line Improvements project, amending the contract with Tiseo Paving Company, to provide for an increase to the contract in the amount of \$480,891.76; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND INFORMATION: On March 18, 2019, Tiseo Paving Company, was awarded the Morriss Road and 20" Water Line Improvements project, in the amount of \$5,000,844.95.

Morriss Road and 20" Water Line Improvements project includes the replacement of an existing 20" Water line (Morriss Road Water Line Phase 1 - Forest Vista to Garden), improvements to Morriss Road intersections with FM 3040, Forest Vista, and Garden Road (Morriss Road Improvements), and Panel Replacements from FM 3040 to Garden Road (Morriss Road Panel Replacement).

Change Order No. 1 allows for adjustments to the contract amount based on actual quantities installed and for additional work described below:

- Additional panel replacement quantity due to pavement condition or constructability issues identified during construction. Prior to project design, Public Works identified panels to be replaced based on a visual inspection. A bid quantity was created base on the identified panels. Additional concrete and subgrade failures were not apparent from the initial inspection. As a result, additional quantity is required to complete the panel replacement.
- Removal and replacement of failed inlet throats not anticipated during design.
- Installation of flex base as a subgrade. Record drawings show the existing Morriss Road to have a lime stabilized subgrade. During design, it was determined that a significant portion of Morriss Road project was not lime stabilized when originally constructed. The project's geotechnical engineer provided a recommendation to address this issue. One of the options was to remove and replace with flex base. This option was reserved for areas that could not be addressed with other recommended options.
- Repair of a Town traffic signal conduit that was unmarked and was damaged during excavation.
- Abandonment of an existing underground concrete vault structure that was buried and not identified during design. The vault conflicted with proposed paving.
- Installation of flow fill under paving at each water line crossing.
- Removal and replacement of driveway approaches required to meet ADA standards.
- Abandonment of an existing unknown water service and meter that was likely buried during the FM 3040 expansion and not identified during design.
- Additional materials and labor required to avoid existing underground utilities that were identified during construction.

After the proposed change order, the project will remain within its original budget and no CIP amendment is required for additional funds.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: A decision not to approve the change order would cause the Morriss Road Panel Replacement Project to be incomplete. An additional future street reconstruction project would be required to address the panels not completed.

FISCAL IMPACT: \$480,891.76

Proposed Expenditure/(Revenue):	Account Number(s):
\$480,891.76	316-560-78034

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

Total project cost for the Morriss Road 20" Water Line project is \$ 2,500,000. Funding sources are:

- Other \$ 200,000
- Utility Debt \$ 2,300,000

Total project cost for the Morris Road Improvements project is \$ 5,450,000. Funding sources are:

- | | |
|---|-------------|
| • Impact Fees | \$ 600,000 |
| • Interlocal/Grants | \$ 399,845 |
| • Other | \$ 155 |
| • Decision Package (cash from General Fund) | \$ 155,000 |
| • Dedicated Sales Tax | \$4,040,000 |
| • Tax Debt | \$ 255,000 |

LEGAL REVIEW: N/A

ATTACHMENTS:

- ## 1. Change Order 1

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

CHANGE ORDER No. 1

Effective Date: Upon execution by the Mayor

Owner: Town of Flower Mound

Contractor: Tiseo Paving Company

Project: Morriss Road and 20" Water Line Improvements

CHANGE ORDER NO. 1

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

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

Item No.	Description	Unit	Add/ Deduct	Qty.	Unit Price	Extended Amount
1	4" AWWA C-900 DR-18 PVC Water Line by Open Cut	LF	Deduct	34	\$ 121.00	\$ (4,114.00)
2	8" AWWA C-900 DR-18 PVC Water Line by Open Cut	LF	Deduct	38	\$ 221.00	\$ (8,398.00)
7	Remove and Replace 21" RCP	LF	Deduct	24	\$ 405.00	\$ (9,720.00)
8	Remove and Replace 33" RCP	LF	Deduct	48	\$ 316.00	\$ (15,168.00)
16	Connect to Existing 4" Water Line	EA	Deduct	1	\$ 3,015.00	\$ (3,015.00)
27	Concrete Panel Replacement (0-200 SY)	SY	Add	2800	\$ 144.00	\$ 403,200.00
28	Concrete Panel Replacement (201+ SY)	SY	Add	500	\$ 128.00	\$ 64,000.00
35	Remove Existing Storm Drain Pipe	LF	Deduct	13	\$ 42.00	\$ (546.00)
71	Concrete Collar	EA	Deduct	1	\$ 2,200.00	\$ (2,200.00)
73	Class III RCP (21 Inch)	LF	Deduct	3	\$ 393.00	\$ (1,179.00)
74	Class III RCP (18 Inch)	LF	Deduct	8	\$ 665.00	\$ (5,320.00)
51	Water Line Lowering	SY	Deduct	2	\$ 24,000.00	\$ (48,000.00)
CO1-A	Remove and Replace Inlet Throat	EA	Add	4	\$ 2,750.00	\$ 11,000.00
CO1-B	Flexbase Subgrade	CY	Add	1000	\$ 60.00	\$ 60,000.00
CO1-C	Traffic Signal Conduit Repair	LS	Add	1	\$ 1,048.43	\$ 1,048.43
CO1-D	Abandon Existing Vault	LS	Add	1	\$ 4,645.00	\$ 4,645.00
CO1-E	Flowfill Waterline Trench	LF	Add	75	\$ 47.00	\$ 3,525.00
CO1-F	6" Driveway Approach (ADA)	SY	Add	300	\$ 80.00	\$ 24,000.00
CO1-G	Remove Existing Water Service	EA	Add	1	\$ 1,500.00	\$ 1,500.00
CO1-H	Electric Line Conflict	LS	Add	1	\$ 5,633.33	\$ 5,633.33
SUBTOTAL						\$ 480,891.76

JUSTIFICATION

Change Order No. 1 provides for the following:

Items 1, 2, 7, 8, 16, 35, 71, 73, 74, & 51 deduct quantity based on actual quantities installed.

Items 27 & 28 allows for additional panel replacement quantity. Prior to project design, Public Works identified panels to be replaced. A bid quantity was created base on the identified panels. During construction, additional panels were identified to be in poor shape after adjacent panels were removed. The subgrade failures were not apparent from the initial inspection.

Item CO1-A allows for removal and replacement of failed inlet throats not anticipated during design.

Item CO1-B allows for the installation of flexbase as a subgrade. Record drawings show the existing Morriss Road to have a lime stabilized subgrade. During design, it was determined that a significant portion of Morriss Road project was not lime stabilized when originally constructed. The projects geotechnical engineer provided a recommendation to address this issue. One of the options was to remove and replace with flexbase. This option was reserved for areas that could not be addressed with the other recommended options.

Item CO1-C allows for repair of a town traffic signal conduit that was unmarked and was damaged during excavation.

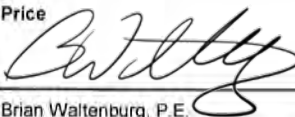
Item CO1-D allows for the abandonment of an existing underground concrete vault structure that was not identified during design. The vault was in conflict with the proposed paving.

Item CO1-E allows for the installation of flow fill under paving at each water line crossing. This is a town standard.

Item CO1-F allows for the removal and replacement of driveway approaches to meet ADA standards.

Item CO1-G allows for the abandonment of an existing water service and meter that was likely buried during the FM 3040 expansion and not identified during design.

Item CO1-H allows for additional payment to be made to the contractor for additional materials and labor required to avoid existing underground utilities that were identified during construction.

REVISED CONTRACT AMOUNTS			
Original Contract		\$	5,000,844.95
Change Order #1		\$	480,891.76
Revised Contract Price		\$	5,481,736.71
Recommended for Approval	 Brian Waltenburg, P.E. Assistant Director of Engineering	1/16/2020 Date	 Contractor Y.P. Contractor Title
Approved	Steve Dixon Mayor	Date	



TOWN COUNCIL AGENDA ITEM NO. 14

CONSENT ITEM

DATE: February 3, 2020

FROM: Dale Crown, Senior Project Engineer

ITEM: Consider approval of a professional services agreement with Pacheco Koch Consulting Engineers, Inc., for the design phase services associated with the Timber Creek Water Line Replacement Phase 1 project, in the amount of \$25,905.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The project consists of the installation of approximately 3,000 linear feet of 8" water line by pipe bursting along Stapleton Lane from Kirkpatrick Lane to the end of Stapleton Lane.

The scope of the professional services agreement includes the preparation of design plans, contract specifications and record drawings.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: The existing water main has had maintenance issues in the past and is undersized based on current Town standards. The decision to not approve the proposed professional services agreement for design would result in continued maintenance issues with the existing water main.

FISCAL IMPACT: \$25,905.00

Proposed Expenditure/(Revenue):

\$25,905.00

Account Number(s):

630-960-98772

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

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

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

Attachment 1

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
PACHECO KOCH CONSULTING ENGINEERS, INC.**

This contract is entered into on this 3rd day of February, 2020, 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 **Pacheco Koch Consulting Engineers, Inc.**, (“hereinafter referred to as “CONSULTANT”) whose address is 4060 Bryant Irvin Road, Fort Worth, Texas 76109.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to design and providing construction documents for the Timber Creek Water Line Replacement Phase 1 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 Timber Creek Water Line Replacement Phase 1 project specifically including, but not necessarily limited to, the tasks enumerated more fully in Exhibit 'A' hereto entitled "Scope of Work" (hereafter referred to as the "Project"). Exhibit '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 Exhibit 'A' and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed Twenty Five Thousand Nine Hundred Five and No/100 Dollars (\$25,905.00). 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 Exhibit 'B'; provided however that this Contract shall control in the event of any conflict between the language in Exhibit '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
2121 Cross Timbers Road
Flower Mound, TX 75028
Email: purchasing@flower-mound.com

The following policies and coverage shall be required:

1. Worker's Compensation Insurance (as required by law) with the policy endorsed to provide a waiver of subrogation as to TOWN; such policy to provide for Employers' Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease-each employee, \$500,000.00 disease-policy limit;
2. Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractor's and Contractual Liability, including but not limited to coverage for all of the indemnification obligations of CONSULTANT under this Contract, and fully insuring CONSULTANT's liability for injury to or death of employees of TOWN and of third parties, extended to include personal injury liability coverage and for damage to property of third parties, with minimum combined single limits of \$1,000,000 per occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate per occurrence. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis;
3. Business Automobile Liability Insurance, covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000.00 per occurrence; and
4. Professional Liability Insurance: CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance, which may be written on a claims made form provided that "tail coverage" or continuation coverage is provided. Limits of liability shall be \$1,000,000.00 per claim, \$1,000,000.00 annual aggregate. The coverage under this policy shall include a contractual liability endorsement.

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

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

1. The TOWN shall be named as an additional insured on the Commercial General Liability policy, by using endorsement CG2026 or broader;
2. The TOWN shall also be named as an additional insured as to all other applicable coverage save and except the Worker's Compensation Insurance and Professional Liability Insurance;

3. Each policy will require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to TOWN by certified mail to:

Dale Crown, 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 subcontractor 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:

Mark A. Pacheco, P.E., RPLS
President
Pacheco Koch Consulting Engineers, Inc.
4060 Bryant Irvin Road
Fort Worth, Texas 76109
817-412-7155 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

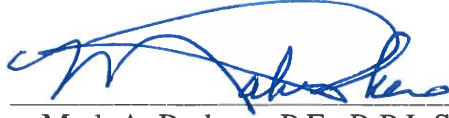
By: _____
The Honorable Steve Dixon
Mayor, Town of Flower Mound

Date Signed: _____

Attest:

Town Secretary

CONSULTANT:
Pacheco Koch Consulting Engineers, Inc.

By:  
Name: Mark A. Pacheco, P.E., R.P.L.S.
Title: President

Date Signed: 01/02/2020

State of Texas §
 §
County of Dallas §

This instrument was acknowledged before me on the 2 day of January, 2020, by Mark A. Pacheco in his capacity as President of Pacheco Koch Consulting Engineers, Inc., a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of Pacheco Koch Consulting Engineers, Inc.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 2 DAY OF JANUARY 2020.


Notary Public, State of Texas

My Commission Expires:
October 19, 2023

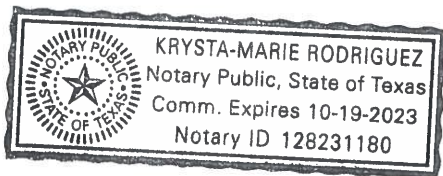


EXHIBIT A to Agreement between the
Town of Flower Mound, Texas
(OWNER) and Pacheco Koch
Consulting Engineers, Inc.,
(CONSULTANT) for Consulting
Services

EXHIBIT 'A' – SCOPE OF SERVICES

TIMBER CREEK WATER LINE REPLACEMENT PHASE 1

PROJECT DESCRIPTION:

The project consists of the installation of approximately 3,000 LF of 8" Fusible PVC by pipe bursting along Stapleton Lane from Kirkpatrick Lane to the end of Stapleton Lane. It is the CONSULTANT's understanding that the project will be designed without performing a topographic survey. The design will utilize Town of Flower Mound GIS maps, available aerial imagery, and site visits by the CONSULTANT (PROJECT)

BASIC SERVICES:

A. Project Management, Coordination & Permitting

1. Manage the Team:

- Lead, manage and direct design team activities
- Ensure quality control is practiced in performance of the work
- Communicate internally among team members
- Allocate team resources

2. Communications and Reporting:

- Attend a pre-design project kickoff meeting with OWNER staff to confirm and clarify scope, understand OWNER objectives, and ensure economical and functional designs that meet OWNER requirements.
- Conduct review meetings with the OWNER at the end of each design phase.
- Prepare and submit monthly invoices in the format acceptable to the OWNER.
- Prepare and submit monthly progress reports.
- Prepare and submit baseline Project Schedule initially and Project Schedule updates.

3. Utility Clearance:

- The CONSULTANT will consult with the OWNER, 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. CONSULTANT will design OWNER facilities to avoid or minimize conflicts with existing utilities, and consider known potential future utilities in designs. CONSULTANT will provide plans to and coordinate with utility owner(s) related to the

EXHIBIT A to Agreement between the
Town of Flower Mound, Texas
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Services

relocation efforts of franchise utilities that remain in conflict with the proposed construction.

B. Preliminary Design (65% Submittal)

1. Prepare preliminary construction plans that will include the following sheets at the engineering scale indicated:
 - Cover Sheet
 - General Notes Sheet
 - Quantity Sheet
 - Project Layout Sheet
 - 8" Water Line Plan Sheets
 - o Scale not to exceed 1" = 100' Horizontal
 - Water Detail sheets

Information required can be combined on sheets if the information can be clearly shown and is approved by OWNER's project manager.

Construction plan sheets identified above may require additional sheets, which would be mutually agreed upon prior to addition.

2. Assemble OWNER's standard construction contract documents and modify special technical specifications, if needed, for the project (if any).
3. Prepare an estimate of construction quantities and develop the preliminary opinion of probable construction costs with a 15% contingency.
4. Submit three (3) half sized 11"x17" of preliminary plans, one (1) set of preliminary construction contract documents, PDF of plans/contract documents, special conditions (if any) and preliminary opinion of probable construction costs to the OWNER for review.

C. Final Design (100% Submittal)

1. Revise preliminary plans incorporating comments from the OWNER.
2. Finalize construction contract documents including OWNER standard specifications, special technical specifications and special conditions (if any).
3. Estimate of final construction quantities and final opinions of construction cost with a 10% contingency.
4. Submit two (2) sealed (100%) half size 11"x17" sets of final plans and construction documents for OWNER use and five (5) half size 11"x17" sets of final plans and construction contract documents for bidding along with sealed PDF copy of plans & contract documents.

EXHIBIT A to Agreement between the
Town of Flower Mound, Texas
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Services

5. Submit DWG and any word documents (if requested) to the OWNER on a CD-ROM disk or flash drive.

D. Project Completion

1. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s) and OWNER's project representative. Submit one (1) set of the record drawings (with "record drawing stamp" bearing the signature of the Engineer and the date) to the OWNER on a CD-ROM disk or flash drive containing scanned half size 11"x17" black and white PDF images, TIFF images and AutoCAD files.

E. Direct Expenses

1. Included in this item are usual and customary expenses normally incurred during performance of the services described. These expenses could include courier delivery charges, copies of existing engineering plans and/or maps, printing and reproduction (either in-house or by reproduction company) and mileage.

SPECIAL SERVICES:

F. Bid Phase Services

CONSULTANT will support the bid phase of the project as follows.

1. Bidder Assistance:
 - The CONSULTANT will develop and implement 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 CONSULTANT will provide technical interpretation of the contract bid documents and will prepare proposed responses to all bidders' questions and requests, in the form of addenda.
2. Conformed Construction Documents:
 - Upon award of a contract by the OWNER, the CONSULTANT shall assist with the execution, assembly and distribution of the construction contract documents for the Project.

G. Construction Phase Services

1. Preconstruction Conference:
 - The CONSULTANT shall attend the preconstruction conference.

EXHIBIT A to Agreement between the
Town of Flower Mound, Texas
(OWNER) and Pacheco Koch
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2. Public Meeting:

- After the pre-construction conference, the CONSULTANT shall provide project exhibits and attend a public meeting, if any, to help explain the proposed project to interested parties. The OWNER shall select a suitable location and extend the invitation to the affected parties and the public as deemed appropriate.

3. Instructions to Contractor

- The Engineer shall provide necessary interpretations and clarifications of contract documents, review change orders and make recommendations as to the acceptability of the work, at the request of the OWNER.

Services not included in this contract:

- *Topographic Survey – See note in project description*
- *Construction observation or inspection services*
- *Subsurface Utility Exploration/Engineering*
- *As-built surveys of constructed improvements*
- *Public hearings or Town Council/Commission meetings*
- *Geotechnical engineering*
- *Utility coordination meeting(s) to start relocation process with affected franchise utilities.*
- *Reset property corner monumentation disturbed or removed during or after construction*
- *LOMR Preparation*
- *Traffic Signal Design*
- *Illumination Design*
- *Required application and permitting fees (LOMR) or special insurance premiums are not included*
- *Phase II Environmental Site Assessments*
- *Storm Water Pollution Prevention Permit (SWPPP) – Erosion Control Plans are included.*
- *Tree mitigation plan or calculations of protected tree inches requiring mitigation.*

END OF EXHIBIT 'A'

EXHIBIT B to Agreement between the
Town of Flower Mound, Texas
(OWNER) and Pacheco Koch
Consulting Engineers, Inc.
(CONSULTANT) for Consulting
Services

EXHIBIT 'B' – COMPENSATION AND METHOD OF PAYMENT

TIMBER CREEK WATER LINE REPLACEMENT PHASE 1

COMPENSATION:

For all professional services included in EXHIBIT 'A', Scope of Services, the CONSULTANT shall be compensated a lump sum fee of \$ 25,905.00 as summarized below. The total lump sum fee shall be considered full compensation for the services described in EXHIBIT A, including all labor materials, supplies, and equipment necessary to deliver the services.

Basic Services

A.	Project Management, Coordination & Permitting	\$ 3,730.00
B.	Preliminary Design (65% Submittal)	11,080.00
C.	Final Design (100% Submittal)	4,530.00
D.	Project Completion	475.00
E.	Direct Expense (Not to Exceed)	<u>590.00</u>
		\$ 20,405.00

Special Services

F.	Bid Phase Services	\$ 1,500.00
G.	Construction Phase Services	<u>4,000.00</u>
		\$ 5,500.00

TOTAL	\$ 25,905.00
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METHOD OF PAYMENT:

The CONSULTANT shall be paid monthly payments as described in the AGREEMENT. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of the CONSULTANT.

Monthly statements for reimbursable services performed by sub consultants will be based upon the actual cost to the CONSULTANT plus ten percent (10%). Direct expenses for services such as printing, express mail, fees, mileage and other direct expenses that are incurred during the progress of the project will be billed at 1.1 times the CONSULTANT'S cost.

END OF EXHIBIT 'B'



TOWN COUNCIL AGENDA ITEM NO. 15

CONSENT ITEM

DATE: February 3, 2020

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.

The current contract with Concentra Medical Centers (Concentra) was approved November 4, 2019. Because the Town had an on-going partnership with Concentra, it was assumed the contract in place at that time would be adequate. Concentra has now requested revisions and it is the Town's recommendation to approve the revisions submitted by Concentra and continue this partnership.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: If the recommendation is disapproved, Human Resources will need 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 departmental 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 Occupational Health Centers of the Southwest, P.A., d/b/a Concentra Medical Centers ("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 (1) year (the "Initial Term"), with four (4) optional one-year renewal periods from date of award of contract (each a "Renewal Term"). All pricing is to remain firm during the Initial Term. 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 Exhibit A.
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. Upon each Renewal Term, the fees provided on Exhibit A for the prior twelve (12) month period shall be automatically increased by the greater of: (i) the Consumer Price Index, All Urban Consumers (CPI-U) for medical care; or (ii) five percent (5%).

8. **PRICE REDUCTION:** Reserved.
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, age, disability 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, age, disability 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, age, disability 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 from employment and employees as the law may require.

15. **TERMINATION OF CONTRACT.** Either party may terminate this contract upon sixty days written notice to other party with or without cause, except in the event Contractor is in breach of this Contract. If of the foregoing condition exists, Town shall notify Contractor and Contractor shall be given thirty (30) 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: Legal-Contracts

Company Name: Occupational Health Centers of the Southwest, P.A., d/b/a Concentra Medical Centers

Address: 5080 Spectrum Drive, Suite 1200W
City, State, Zip: Addison, Texas 75001

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.

Occupational Health Centers of the
Southwest, P.A., d/b/a Concentra
Medical Centers

By: _____
Name: _____
Title: _____
Date: _____

TOWN OF FLOWER MOUND, TEXAS

By: _____

Mayor Steve Dixon

Date: _____

EXHIBIT A

Services and Fees

Service	Fee
Pre-placement Physical Exam	\$46.96
Fitness for Duty Exam	\$83.20
Police Officer Exam	
Audiogram	\$43.16
OSHA Respirator Questionnaire	\$45.76
Pre-placement Physical	\$46.96
Rapid 10 Panel mcup UDS	\$41.60
Firefighter Exam	
Audiogram	\$43.16
Complete Blood Count (CBC) w/Diff	\$56.16
Comprehensive Metabolic Panel	\$58.76
Hepatitis Panel (ABC)	\$291.72
HIV ½ Ag/Ab Fourth gen w/ Reflexes	\$101.92
Lipid Panel 7600SB	\$66.04
Physical Pre-placement	\$46.96
Rapid 10 Panel mcup UDS	\$41.60
Stress Test - Treadmill	\$288.60
TDaP Vaccine	\$87.88
Vision Titmus/Color Perception	\$42.12
X-ray Chest - 2 View	\$99.84
X-ray Lumbar Spine - 3 View	\$162.24
Breath Alcohol Test	\$36.58
Regulated UDS	\$43.68
Rapid mcup 10 Panel UDS	\$41.60
OSHA Respirator Questionnaire	\$45.76
Hepatitis B Vaccines (3 injection series)	\$95.16 per injection
Injury Care Services	State Fee Schedule
Onsite After Hours Drug Testing & Breath Alcohol Test – Safe At Work	
After hours' post-accident collection UA/BAT	\$200.00
Lab Confirmation Test (positive results only)	\$45.00
Scheduled Onsite Random Drug Testing – Safe At Work	
Collector Fee, Per Collector	\$30.00
Hourly Rate (after business hours)	\$55.00/hr
Hourly Rate (during business hours)	\$40.00/hr
Instant UDS 10 Panel (1-10 tests)	\$50.00
Instant UDS 10 Panel (11-20 tests)	\$40.00
Instant UDS 10 Panel (over 20 tests)	\$35.00
Lab Confirmation Test (positive results only)	\$45.00



TOWN COUNCIL AGENDA ITEM NO. 16

CONSENT ITEM

DATE: February 3, 2020

FROM: Sabrina Zadow, Purchasing Manager

ITEM: Consider approval of the purchase of one (1) new John Bean Bulldog Truck mounted Jetter w/ 700 gal. of water, 4000 psi at 18 gpm w/ 600' of ½" hose mounted on an Isuzu MRR 19,500 GVWR Cab-Over Chassis per Vendor Quote Specifications (Rush Truck Center and CLS Equipment Company).

BACKGROUND INFORMATION: The Public Works Department – Utility Line Maintenance Division is requesting the purchase of one (1) new new John Bean Bulldog Truck mounted Jetter w/ 700 gal. of water, 4000 psi at 18 gpm w/ 600' of ½" hose mounted on an Isuzu MRR 19,500 GVWR Cab-Over Chassis per Vendor Quote Specifications (Rush Truck Center and CLS Equipment Company in the amount of \$138,090.25 from Rush Truck Center through BuyBoard Cooperative Contract No 609-19. This vehicle is part of the approved Fiscal Year 2019-2020 Vehicle Equipment Replacement Fund (VERF) budget and replaces Unit #9233-19 2009 5500HD Truck.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$138,090.25

Proposed Expenditure/(Revenue):	Account Number(s):
\$138,090.25	565-450-84500-6130

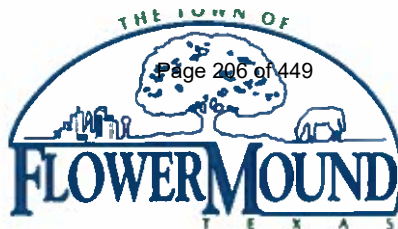
Finance Review by: Debra Wallace, Deputy Town Manager /CFO *DW*

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Fleet Manager's Bid Award Recommendation for Vehicle
2. Quote – Rush Truck Center
3. Specifications – CLS Equipment Company

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



Bid Award Recommendation

**Co-op Contract:
BUYBOARD 609-19**

Date: 01-06-2020

Description: New 2019 Jet Truck

Qty required: one

Replaces:

Unit #9233-19 2009 5500HD Truck

Bidder: Rush Truck Center

Item #1: bid: New 2019 John Bean Bulldog truck mounted Jetter w/700 gal.
of water, 4000 psi at 18 gpm w/600ft of ½ in hose mounted on
Isuzu MRR 19,500 GVWR Cab-Over Chassis

*Per Vendor Quote specifications (Rush Truck Center and CLS Equip. Co.)
See attached.

Total w/options: \$138,090.25

It is Fleet Services recommendation to award the bid to **Rush Truck Center** as the
lowest responsible bidder in the amount of **\$ 138,090.25**.

H. Deats Stewart
Fleet Services Manager

01-06-2020
Date,

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD

Vendor RUSH TRUCK CENTER Date Prepared 12/12/2019
 Contact for Vendor: DREW NEUBAUER Phone 830-302-5254
 End User: Town of Flower Mound
 End User Contact: Tony Criss Phone/Fax 972-874-6100
 Product Description: Isuzu

A: Base Price in Bid/Proposal Number: 609-19			Series: NRR \$41,730.00		
B: Published Options(<i>Itemize Below</i>)					
	DESCRIPTION	AMOUNT	OPT #	DESCRIPTION	AMOUNT
Isuzu	Fire Ext	\$ 88.00			
Isuzu	215 HP / Aisin Trans Pkg	\$ 3,295.00			
Isuzu	Radio / CD	\$ 300.00			
RTC1024	Jetter Unit	\$ 101,875.00			
Subtotal Column 1: \$ 105,558.00			Subtotal Column 2: \$ -		
Published Options added to Base Price(<i>Subtotal of "Col 1" & "Col 2"</i>)					\$ 105,558.00

C: Subtotal of A + B					\$147,288.00
D: Buyboard Approved Vendor					
CLS John Deere Jetter	(\$9,597.75)				
Subtotal Column 1: -\$9,597.75			Subtotal Column 2: \$ -		

Unpublished Options added to Base price (Subtotal "Col 1 + Col 2")					-\$9,597.75
--	--	--	--	--	-------------

E: Contract Price Adjustment (If any, explain here)					

F: Total of C + D +/- E					\$137,690.25
-------------------------	--	--	--	--	--------------

G: Quantity ordered Units:	1.00	x F			\$ 137,690.25
----------------------------	------	-----	--	--	---------------

H: BUYBOARD Administrative Fee					\$ 100.00
--------------------------------	--	--	--	--	-----------

I: Non-Equipment Charges & Credits (I.e.: Ext. Warranty, Trade-In, Delivery, etc.)					
					\$ -

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I)					\$138,090.25
---	--	--	--	--	--------------



CLS North Service Center
 726 S. Sherman Street
 Richardson, Texas 75081
 Office: 972-479-1335
 Fax: 972-479-1336



CLS Equipment Company

CLS South Service Center
 8000 N. Loop East
 Houston, Texas 77028
 Office: 281-440-1881
 Fax: 281-440-1879

12/12/2019

Town of Flowermound
 201 Spinks Rd.
 ATTN: Tony Criss
 RE: John Bean Bulldog Jet Truck

Tony,

Thank you for your interest in our John Bean Jetter line.

Following are the proposed specs and pricing for a new 2019 John Bean Bulldog Truck mounted Jetter with 700 gallons of water, 4000 PSI at 18 GPM with 600' of 1/2" hose.

This unit has plenty of tool storage as well as articulating reel and safety lighting.

- | | |
|---|---|
| 1 | Bulldog, BDS701840, 700 gallon, 18 gpm @ 4000 psi
Giant pump 74 HP Hatz tier 4 final, Skid mount |
| 1 | Chassis mounting charge (includes sub-frame & lowered hose reel) |
| 1 | 10996 Articulation module (with swing bearing) |
| 1 | 26140 600'L x 1/2" diameter hose, 4000 psi |
| 1 | 16665 1/2" diameter x 10' long, 4000 psi, Leader hose |
| 1 | 16850 25' fire hydrant refill hose - 2-1/2" |
| 2 | 21481 4' Fender mounted tool box, Steel, black (installed) |



CLS North Service Center
726 S. Sherman Street
Richardson, Texas 75081
Office: 972-479-1335
Fax: 972-479-1336



CLS Equipment Company

CLS South Service Center
8000 N. Loop East
Houston, Texas 77028
Office: 281-440-1881
Fax: 281-440-1879

-
- 1 11799 Dual rear mounted LED spotlights
 - 1 16965 Model 785 gun (800 psi max)
 - 1 40537 Pulsation system
 - 1 12758 Washdown hose, 25'L x 1/2" diameter
 - 1 14997 Self-retracting, washdown hose reel, 25' (Less-hose)
 - 1 11535 Reel mounted hose footage meter (Bulldog Jet)
 - 1 25590 Under body tool box 18" x 36" (installed)
 - 1 23706 LED Arrow stick assembly
 - 1 11847 Engine shroud
 - 1 Delivery and training

Unit to be mounted on the Isuzu NRR 19,500 GVWR Cab-Over chassis.

Total price for new John Bean unit mounted on Isuzu chassis: \$138,090.25

Many other options are available upon request.

Equipment is available via HGAC or Buy Board.

Please call with any questions.

Sincerely,

Paul M. Baomy
281-850-1721



TOWN COUNCIL AGENDA ITEM NO. 17

CONSENT ITEM

DATE: February 3, 2020

FROM: Sabrina Zadow, Purchasing Manager

ITEM: Consider approval of the purchase of one (1) new T770 T4 Bobcat Compact Track Loader per Product Quotation with Specifications from Bobcat of Dallas-Lewisville.

BACKGROUND INFORMATION: The Public Works Department – Street Services Division is requesting the purchase of one (1) new T770 T4 Bobcat Compact Track Loader per Product Quotation Number 27336D028395 with Specifications in the amount of \$61,147.02 from Bobcat of Dallas-Lewisville through BuyBoard Cooperative Contract No 597-19. This unit is part of the approved Fiscal Year 2019-2020 Vehicle Equipment Replacement Fund (VERF) budget and replaces Unit #9410-24 Compact Track Loader.

VEHICLE TOTAL \$61,147.02

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$61,147.02

Proposed Expenditure/(Revenue):	Account Number(s):
\$61,147.02	565-450-84500-6110

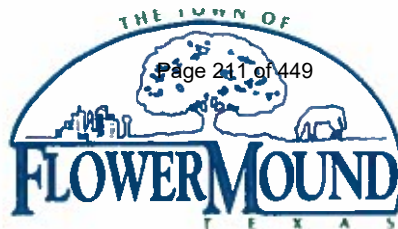
Finance Review by: Debra Wallace, Deputy Town Manager /CFO *DW*

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Fleet Manager's Bid Award Recommendation
2. Quote with specifications - Bobcat

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



Bid Award Recommendation

**Co-op Contract:
BUYBOARD 597-19**

Date: 01-10-2020

Description: New Compact Track Loader

Qty required: one

Replaces:

Unit #9410-24 Compact Track Loader

Bidder: Bobcat of Dallas-Lewisville

Item #1: bid: New T770 Bobcat Compact Track Loader

*Per Vendor Quote specifications

Total w/options: \$61,147.02

It is Fleet Services recommendation to award the bid to Bobcat of Dallas-Lewisville as the lowest responsible bidder in the amount of \$ 61,147.02.

H. Deats Stewart
Fleet Services Manager

01-10-2020
Date,



Product Quotation

Quotation Number: 27336D028395

Date: 2019-12-26 12:56:33

Ship to	Bobcat Dealer	Bill To
TOWN OF FLOWER MOUND Attn: NICK ACOSTA 2121 CROSS TIMBERS RD FLOWER MOUND, TX 75028 Phone: (972) 874-6412	Bobcat of Dallas-Lewisville ----- Contact: Todd Lewis Phone: 817-654-2202 Fax: 817-457-9425 Cellular: 214-869-6161 E Mail: tlewis@bobcatofdallas.com	TOWN OF FLOWER MOUND Attn: NICK ACOSTA 2121 CROSS TIMBERS RD FLOWER MOUND, TX 75028 Phone: (972) 874-6412

Description	Part No	Qty	Price Ea.	Total
T770 T4 Bobcat Compact Track Loader	M0285	1	\$51,170.70	\$51,170.70
92 HP Turbo Tier 4 Diesel Engine	Lift Arm Support			
Air Intake Heater (Automatically Activated)	Lift Path: Vertical			
Auxiliary Hydraulics: Variable Flow	Lights, Front & Rear			
Backup Alarm	Operator Cab			
Bob-Tach	Includes: Adjustable Suspension Seat, Top & Rear			
Bobcat Interlock Control System (BICS)	Windows, Seat Bar, Seat Belt			
Controls: Bobcat Standard	Roll Over Protective Structure (ROPS) meets SAE-J1040			
Engine/Hydraulic Systems Shutdown	& ISO 3471			
Horn	Falling Object Protective Structure (FOPS) meets SAE-			
Instrumentation: Engine Temp & Fuel Gauges, Hourmeter,	J1043 & ISO 3449, Level I; (Level II is available through			
RPM and Warning Lights	Bobcat Parts)			
	Parking Brake: Spring Applied, Pressure Released			
	(SAPR)			
	Tracks: Rubber, 17.7" wide			
	Warranty: 2 years, or 2000 hours whichever occurs first			
Factory Installed	M0285-P06-P13	1	\$992.60	\$992.60
Power Bob-Tach	Hydraulic Bucket Positioning			
	M0285-P07-C37	1	\$4,504.50	\$4,504.50
C37 Comfort Package	Deluxe Instrument Panel with Keyless Start			
Enclosed Cab with AC/Heat	Radio			
Sound Reduction	Heated Cloth Air Ride Suspension Seat			
Cab Accessories Package				
	Selectable Joystick Controls (SJC)	M0285-R01-C04	1	\$661.50
	Telematics US	M0285-R51-C02	1	\$0.00
Attachments	80" Severe Duty Bucket	7326129	1	\$1,232.72
	--- Bolt-On Cutting Edge, 80"	6718008	1	\$248.00
	5.5K Severe Duty Pallet Fork Frame	7294332	1	\$493.25
Description	Part No	Qty	Price Ea.	Total
60" PALLET FORKS		1	\$750.00	\$750.00
STYLE D NON MARKING ORANGE TRACKS (Price shown is		1	\$1,000.00	\$1,000.00
additional amount with trade in of stock tracks and install)				

Total of Items Quoted	\$61,053.27
Dealer Assembly Charges	\$93.75
Quote Total - US dollars	\$61,147.02

Notes:

QUOTED UNDER NEW BUYBOARD CONTRACT #597-19

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____ **Sign:** _____ **Date:** _____



TOWN COUNCIL AGENDA ITEM NO. 18

REGULAR ITEM

DATE: February 3, 2020

FROM: Lexin Murphy, Director of Planning Services

ITEM: **Public Hearing to consider a request for a variance (MISC20-0001 - Mingle Alcohol Variance) to permit the sale of alcoholic beverages by a restaurant within 300 feet of a public school. The property is located at 650 Parker Square.**

BACKGROUND INFORMATION: On March 2, 2015, the Town Council amended Section 18-527 of Article IX of the Town's Code of Ordinances to clarify that a variance to the setback requirement for alcohol sales to certain uses can be granted by the Town Council in accordance with the TABC regulations. The provision allows the Town Council to hold a public hearing to determine if a variance is warranted for a particular use. Because this variance does not involve zoning, it does not require a recommendation by the Planning and Zoning Commission. This is the third such variance request to be considered by the Town Council. The previous two, which were also located in Parker Square, were approved in 2016 and 2019. The location map and setback distances are shown in Attachment 1.

As anticipated with the adoption of the variance regulations, the Parker Square development is well suited for such consideration. It is a mixed-use development, envisioned to have multiple types of uses within close proximity to each other. The letter of intent from the applicant (Attachment 2) provides a description of the restaurant use being proposed.

The text in Section 18-527, which addresses the setback requirements and variance procedure, reads as follows:

Section 18-527. Development Standards.

- (e) The sale of alcoholic beverages within 300 feet of a church, public school or public hospital is hereby prohibited. No permit for the sale, serving and/or consumption of alcoholic beverages shall be granted by the town council within 300 feet of any church, public school or public hospital. The measurement of the distance between the place of business where alcoholic beverages are sold and the church or public hospital shall be along the property lines of the street fronts and from front door to front door and in a direct line across intersections. The measurement of distance between the place of business where alcoholic beverages are sold and the public school shall be:
 - 1. in a direct line from the property line of the public school to the property line of the place of business, and in a direct line across intersections; or
 - 2. if the permit or license holder is located on or above the fifth story of a multistory building, in a direct line from the property line of the public school to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base of the floor on which the permit or license holder is located.
- (f) As authorized by Section 109.33 of the Texas Alcoholic Beverage Code, the town council may allow a variance to the provisions of subsection 18-527(h) if it determines that the enforcement of the regulations in a particular instance is not in the best interest of the public, constitutes waste or inefficient use of land and resources, creates an undue hardship on the applicant for a license or permit, does not serve its intended purpose, is not effective or necessary, or for any other

reason the town council determines, after consideration of the health, safety and welfare of the public and the equities of the situation, that the variance is in the best interest of the community.

1. No variance may be granted hereunder except after a public hearing for which notice has been given to any church, public school or public hospital within three hundred feet (300') of the location of the place of business seeking a variance. The notice must be provided, not less than ten (10) days before the date set for hearing.

As required by the regulations, notice was given to the nearby property that is owned and planned for occupation by a church. At the time of this report being drafted, staff had received no correspondence regarding this request.

ATTACHMENTS:

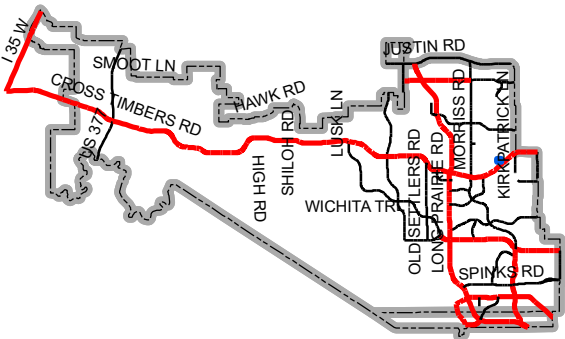
1. Vicinity Map
2. Letter of Intent

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



Vicinity Map

Reference Project: MISC20-0001



Map Location

December 20, 2019

MPS Capital, LLC
650 Parker Square
Flower Mound, TX 75028

Attention: Development Services

Re: 650 Parker Square- Letter of Intent

This letter shall serve as notice of our intent to file an Alcohol Sales Variance Application pursuant to Ordinance No. 13-15 amending section 18-527 of Article IX of Chapter 18 of the Code of Ordinances of The Town of Flower Mound prohibiting the sale of alcohol within 300 feet of schools, churches and hospitals.

Property Address: 650 Parker Square

Proposed Use: Mingle- Restaurant

Request: Waiver of the restriction against alcohol sales within 300 feet of a private school, daycare center or church

The property is located in the Parker Square development and is within 300 of feet of a building Rock Pointe Church will occupy in the coming year.

Although the space is located within 300 feet, we feel our proposed use of the space as a restaurant serving alcohol will not conflict with the mission of the church as there are already multiple tenants operating with alcohol within 300 feet without adverse effect. Additionally, the bulk of alcohol consumption will take place hours outside of church operation.



Thank you for your time and consideration,

MPS Capital, LLC

December 20, 2019

Letter of Intent to Parker Square Tenants

MPS Capital, LLC
650 Parker Square
Flower Mound, TX 75028

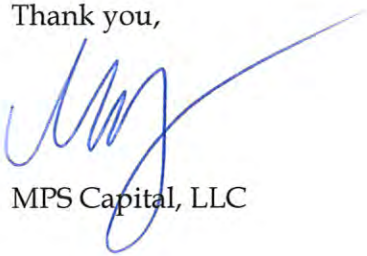
To Whom It May Concern;

MPS Capital, LLC would like to open Mingle, a full service restaurant with alcohol sales, at 650 Parker Square. While we understand it is within 300 feet from a church entrance, we ask for your support in allowing a variance for us to operate. Please consider the following reasons:

- The operating hours will be outside of church service
- There are minimal businesses open in the evening at Parker Square which will allow for proper parking
- Other businesses within 300 feet operate with alcohol sales due to a variance being granted
- The space has been vacant for over 2 years and it would promote growth in Parker Square

We appreciate your time and consideration.

Thank you,

A handwritten signature in blue ink, appearing to be 'MPS', is written over the printed name 'MPS Capital, LLC'.

MPS Capital, LLC

Those in favor and agree with our request please sign the following:

Name	Company	Address	Signature
GINO SEFERI	MORNING EDITION	380 PARKER SQ	[Signature]
Haley Papp	Hive Bakery	340 Parker Square	[Signature]
SIBYL ALLEYNE	Indigo Art & Frame	350 Parker Sq	[Signature]
Melissa Berkley	Back-N-Time	320 Parker Square	[Signature]
Melanie McWhorter	EDISON COFFEE	420 Parker Square	[Signature]
Ashley Williams	Adventure Kids	690 Parker Square	[Signature]
Lisa Collins	Morris Legal Group	610 Parker Square	[Signature]
Roy Morris	Morris Legal Group	610 Parker Square	[Signature]
Kimberly Durham	Morris Legal Group	610 Parker Square	[Signature]
Alex Martinez	Gabriel y Santos	930 Parker sq	[Signature]
Maria Juarez		970 Parker square	[Signature]
Austin Bianco	Enzo's NY Pizzeria	990 Parker Sq	[Signature]
Cristina Aguirre	4Forty	440 Parker Sq.	[Signature]
Laura Bavec	4Forty	440 Parker Sq.	[Signature]



TOWN COUNCIL AGENDA ITEM NO. 19

REGULAR ITEM

DATE: February 3, 2020

FROM: Poornima Kashyap, Principal Planner

ITEM: Consider a request for a Site Plan (SP19-0019 – RockPointe Church Parking Expansion) to develop a parking lot addition, with a request for a deviation to computing parking and loading requirements pursuant to Section 82-73 of the Code of Ordinances. The property is generally located east of Trotter Lane and south of Cross Timbers Road. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its January 27, 2020, meeting.)



SUMMARY DATA:

- Size – 15.967 net acres
- Existing building square feet – 56,874 sf church facility
- SMARTGrowth – Institutional uses are exempt
- Traffic Analysis – N/A
- Exceptions – Deviation to permit an increase in off-street parking that exceeds the allowable 20 percent of the required parking spaces
- Incentives – None requested

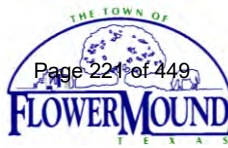
BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. Attachment 2 is a spreadsheet showing the church attendance counts that was inadvertently left out of the final parking study provided by the applicant.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report
2. Sunday Morning Parking Data

LEGAL REVIEW: N/A

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



PLANNING AND ZONING COMMISSION

AGENDA ITEM NO: 2

REGULAR ITEM

DATE: January 27, 2019

FROM: Poornima Kashyap, Principal Planner

ITEM: **Consider a request for a Site Plan (SP19-0019 – RockPointe Church Parking Expansion) to develop a parking lot addition, with a request for a deviation to computing parking and loading requirements pursuant to Section 82-73 of the Code of Ordinances. The property is generally located east of Trotter Lane and south of Cross Timbers Road.**

I. ITEM SUMMARY

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

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of this request is to obtain site plan approval for parking lot expansion for RockPointe Church. The property is zoned Agricultural and is approximately 17.23 acres. As a part of the site plan expansion, the applicant is requesting a deviation to permit an increase in off-street parking that exceeds 20 percent of required parking for the Church use. See Section A for details.

A. Deviation to computing parking and loading requirements:

Section 82-73 of the Town's Code of Ordinances provides for alternative off-street parking requirements that reduce or exceed required parking by greater than 20 percent:

Deviation of required spaces. The amount of parking can be reduced or increased by 20 percent. Deviations in excess of 20 percent must be accompanied by a parking study and approved by the town council. Any approved parking in excess of 20 percent must be mitigated. Mitigation can be achieved by the use of pervious paving, increased landscaping, increased stormwater treatment, or other method to reduce the impact of the increased parking.

Parking study. A parking study required by this article shall be reviewed by the town along with any traffic engineering and planning data that are appropriate to the establishment of a parking requirement for the use proposed. A parking study, when

required by this article, shall include, but not be limited to, estimates of parking requirements based on recommendations in studies such as those from the Urban Land Institute, the Institute of Traffic Engineers, or the Traffic Institute, and based on data collected from uses or combinations of uses that are the same or comparable to the proposed use. Comparability shall be determined by density, scale, bulk, area, type of activity and location. The analysis must include a shared parking analysis based on the mixture of uses and corresponding peak demand. Specifically, the parking required for restaurants should be included in the study and be determined by the number, location, and type of restaurants proposed. The study shall document the source of data used to develop recommendations.

On October 17, 2005, the Town Council approved a site plan for an approximately 17,950-square-foot Church building. Since then various development applications have been considered and approved for the subject property that included Sunday school class room building, Church building expansion, parking expansions, and landscape and elevation amendments.

The required parking for the Church is calculated at the ratio of one space per three seats in the auditorium. Per the town's code, where parking ratios are specified in terms of the number of seats, this shall be interpreted to mean maximum seating capacity as determined using the standards of the uniform building code or maximum. The maximum seating capacity of the main sanctuary is 1,242. Based on this number, the required parking is 414 spaces. With the allowable 20 percent deviation, the maximum number of parking spaces permitted on the site would be 497 spaces. Parking amendments approved to date have been within this allowable limit. The applicant is now proposing to add 64 net spaces with this site plan application for a total of 525 cumulative spaces, which is 28 spaces over the allowable 20 percent deviation. As required by the Town's parking standards, the applicant has provided a parking study to demonstrate the need for excess parking (see Attachment A(3)).

The landscape plan depicts existing and proposed landscape buffer and parking lot trees. For institutional uses such as churches and schools, parking lot trees are calculated at the ratio of one tree per 20 parking spaces. For any other non-residential uses, parking lot trees are calculated at the ratio of one tree per 10 spaces. In order to reduce the impact of the increased parking, the applicant is proposing increased landscaping as a means of mitigation. Since there is no specific standard for increased landscaping, staff suggested using one tree per 10 parking spaces for the number of parking spaces that is over the allowable 20 percent deviation. The applicant has provided three additional trees to satisfy the mitigation requirements for excess parking.

Required	Existing	Allowable 20% Deviation	Proposed Total	# over Allowable 20%	# of Additional Trees Required
414	461	497	525	$525 - 497 = 28$	$28 / 10 = 2.8$

III. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent
3. Parking Study

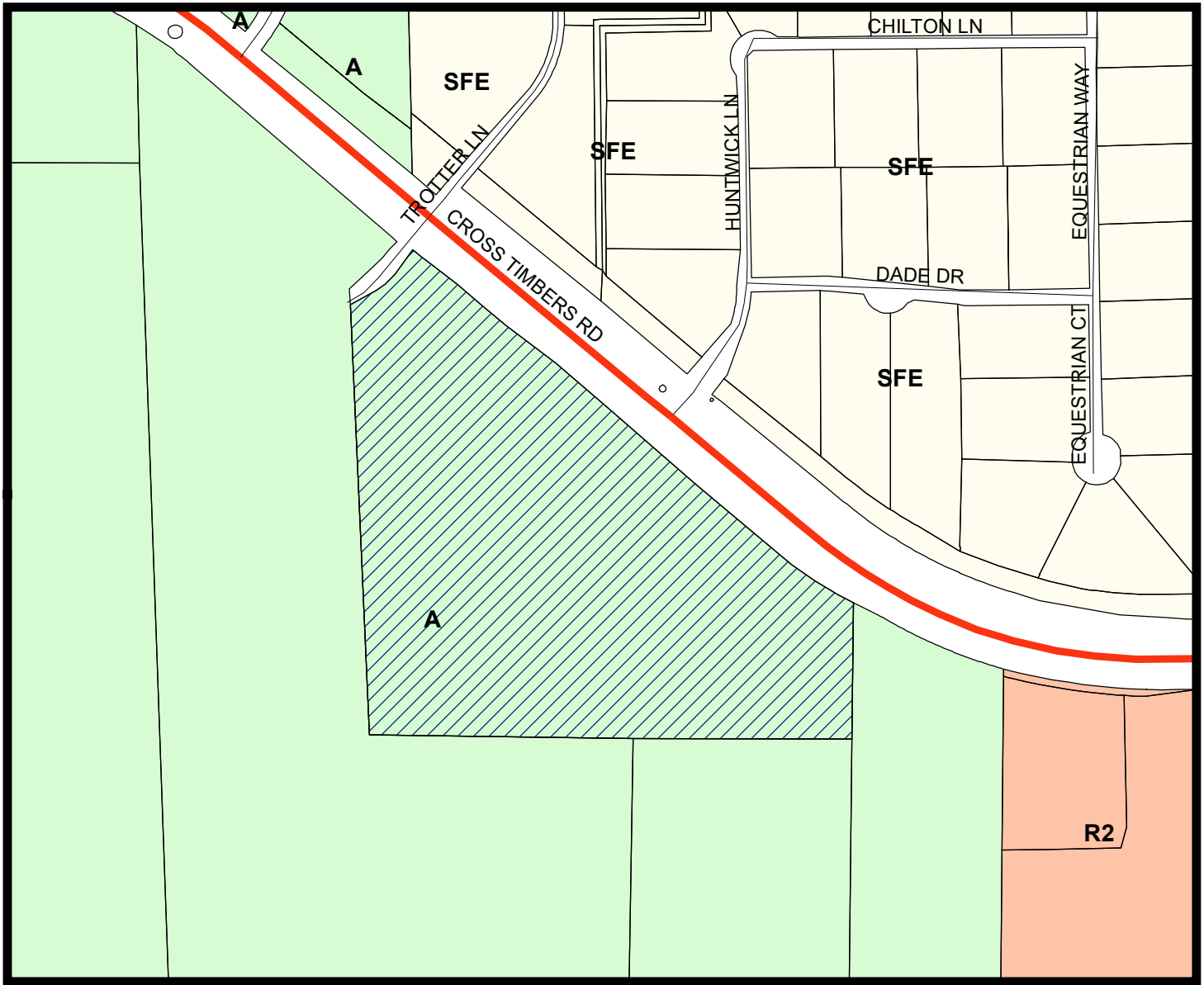
B. Application Details

1. Site Plan Package



Vicinity Map

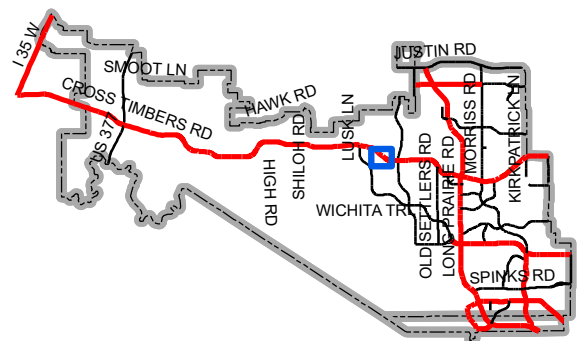
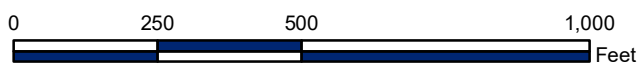
Reference Project: SP19-0019



LEGEND

- Agriculture
- Retail 2
- Single Family Estate

— Subject Property



Map Location



LETTER OF INTENT > ROCKPOINTE CHURCH

December 18, 2019

Mrs. Poornima Kashyap
Planning Services
2121 Cross Timbers Road
Flower Mound, TX 75028

RE: RockPointe Church Site Plan - Letter of Intent
G&A | McAdams Job #: RPC-19000

Dear Mrs. Kashyap:

Please accept this letter, on behalf of our client, as an explanation of the proposed application. We are submitting, for review and approval, a Site Plan Application for RockPointe Church.

Previously, a site plan application (SP07-12) was approved on September 10, 2012 to allow RockPointe Church to build their main sanctuary building. The remainder of the property has typical uses associated with most church properties, a teen building, office space, a secondary sanctuary, etc. At the same time the main sanctuary was built the parking was reconfigured to account for the new seating within the sanctuary and provided a total of 423 spaces. However, after reviewing and recounting the parking provided in 2012, there were 410 parking spaces provided. Furthermore, in 2017 an amended site plan application (ASP17-0046) was approved to add an additional 51 parking spaces bringing the current total parking count from 410 to 461 spaces.

With the church's continual growth, parking continues to be a challenge, almost to the point where the church will need to limit future members. The church is requesting to add new parking spaces, at various locations around the campus to meet their growing membership and parking needs. RockPointe Church currently has 461 parking spaces. These proposed improvements will remove 3 existing spaces while adding 67 spaces, netting 64 new parking spaces. The new total amount of parking spaces will be 525. With this new parking expansion, the Church will be approximately 27% over the required 414 spaces.

Additional landscape trees are proposed to be added and a large open space remains to help offset the impact of the additional parking.

We are requesting site plan approval and a deviation to computing parking and loading requirements pursuant to section 82-73. Please refer to parking study for more information.



LETTER OF INTENT> ROCKPOINTE CHURCH

Please feel free to contact me if you have any questions or comments regarding this submittal.

Sincerely,

MCADAMS

A handwritten signature in blue ink, appearing to read 'Scott Minnis', is written over the printed name.

Scott Minnis

Project Manager



RockPointe Church

Parking Study

Prepared By: Robert J. Dollak, Jr. P.E. #86898

Summary:

RockPointe Church is a 17.229 acre site located along FM 1171. The site is currently zoned as Agriculture.

RockPointe Church Parking History		
	Proposed Parking (Net)	Total Overall Parking
Phase 1, Initial Building	239	239
Phase 2, Teen Out Building	0	239
Phase 3, Parking Expansion	76	315
Phase 4, New Sanctuary Building	95	410
Phase 5, Parking Expansion	51	461
Phase 6, parking Expansion	64	525

Base Code Parking Requirements:

The Town of Flower Mound requires 1 space per ever 3 seats in the main sanctuary. Per the table below, the existing building has sanctuary fixed seating for 1,242 people, therefore the required amount of parking spaces is 414. There are three Sunday services held every Sunday, 8:15 am, 9:30 am and one at 11:15 am. Refer to the attached PDF showing actual data gathered by the church showing number of attendances in the main worship area and other services provided by the church on Sunday morning.

After reviewing and recounting the number of existing parking spaces for RockPointe Church, they currently have 461 parking spaces. The proposed improvements will remove 3 existing parking spaces while adding 67 spaces, netting an additional 64 parking spaces. The new total amount of parking spaces will be 525, and 13 of those spaces are to be designated as accessible parking spaces.

The table below represents a breakdown of the parking requirements based on Town code for RockPointe Church:

Table 1			
Church Services	Parking Requirements	Total Seats/SF	# of Spaces
Main Sanctuary	1:3 Seats in Main Sanctuary	1,242 Fixed Seats	414



Mitigation:

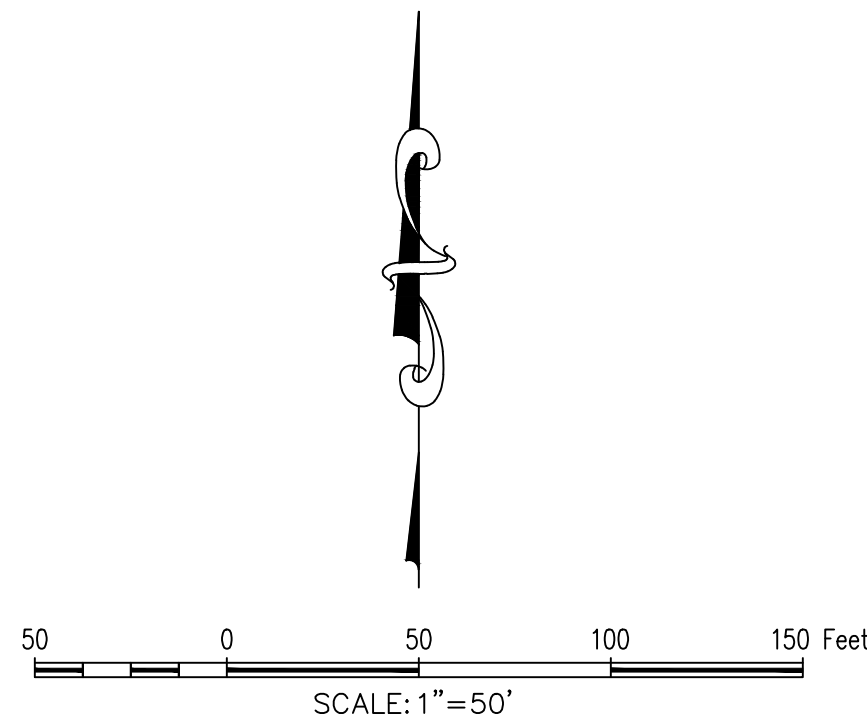
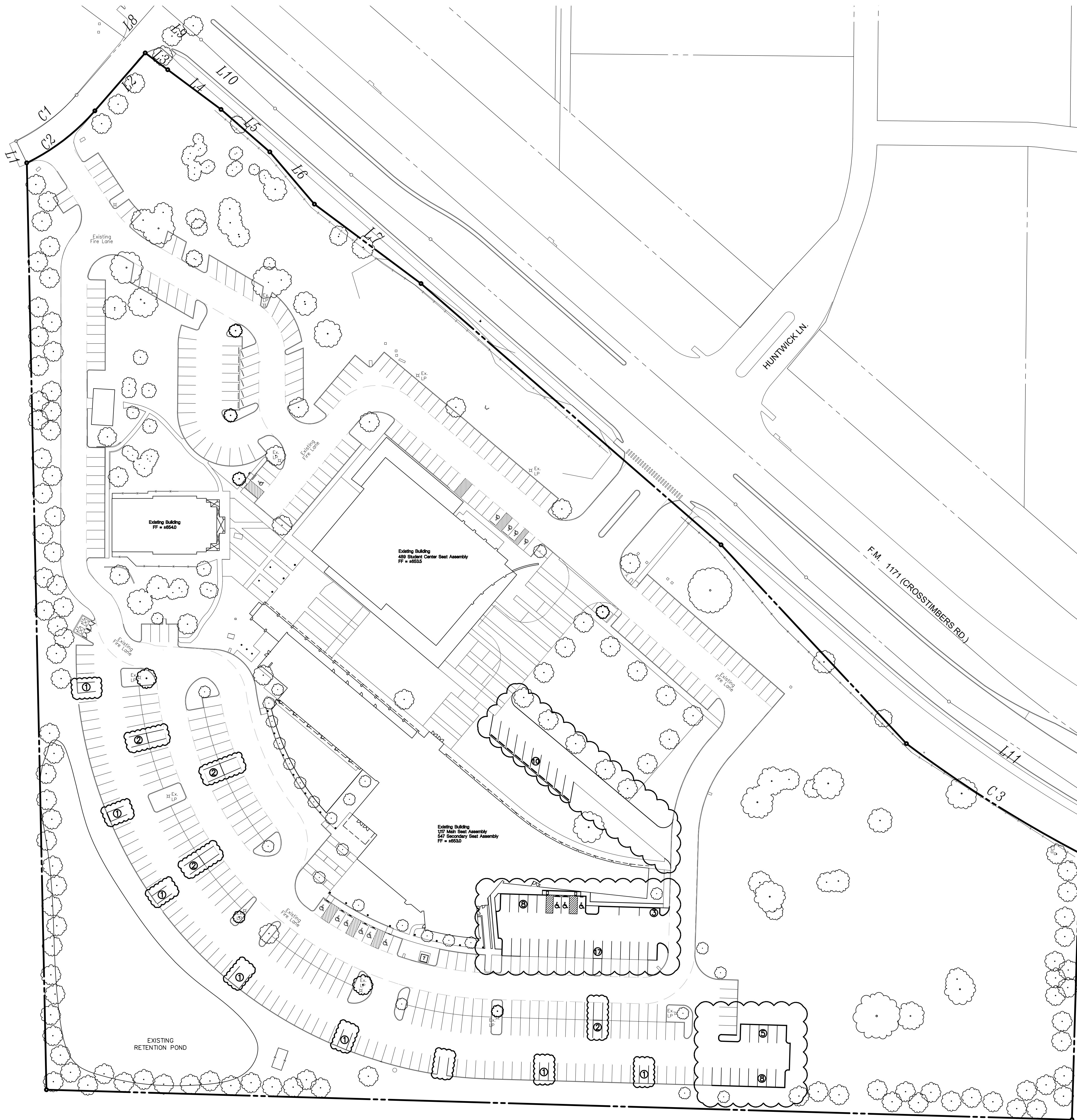
Per Town of Flower Mound ordinance, Sec. 82-73, any approved parking in excess of the 20% allowed must be mitigated. The Mitigated requirements of (1) 3-inch caliper tree per 10 parking spaces in excess of the 20% has been adopted by the Town. In order to meet this requirement and mitigate the excess parking, (3) 3-inch caliper mitigation trees are proposed on the Landscape Plan, please refer to sheet L1.0 for calculations.

Conclusion:

With the churches continual growth parking continues to be a challenge, almost to the point where the church will need to limit future members. The Church is requesting to add new parking spaces at various locations around the campus to meet their parking needs during normal and peak use. We are requesting site plan approval and exemption from the 20% deviation to the parking and loading requirements. Town of Flower Mound ordinance, Sec. 82-73, states that 1 parking space is required per 3 seats in the main sanctuary.

As mentioned above, this equates to 414 parking spaces. With the new parking expansion, we are approximately 27% over the required amount of parking spaces. If all associated uses were able to be counted such as Sunday school, the secondary sanctuary, office space, etc. the requested parking would be within allowable tolerances. Thus, we are requesting site plan approval and exemption from the 20% deviation to computing parking and loading requirements.

Fig. 2.10 (RPC-19000) PRELIMINARY SITE PLAN & CONCEPTUAL DESIGN FOR THE PROPOSED ROCKPOINTE CHURCH PARKING EXPANSION, 4503 CROSS TIMBERS ROAD, FLOWER MOUND, TEXAS. PREPARED BY: J. MICHAEL, P.E., 10/15/2019, 4:12 PM, BY HAND.



TOWN OF FLOWER MOUND GEODETIC CONTROL NETWORK MONUMENT NUMBER 22. ELEV.= 624.87
TBM2- "4" FOUND AT THE WEST NORTHEAST CORNER OF THE SUBJECT PROPERTY
ELEV.= 638.45

NOTES:

1. CONTRACTOR IS TO CONTACT THE TOWN'S TREE ARBORIST PRIOR TO THE START OF CONSTRUCTION TO OBTAIN TREE PRESERVATION REQUIREMENTS DURING CONSTRUCTION.
2. ALL PARKING SPOTS ARE 9.0' WIDE UNLESS OTHERWISE NOTED.
3. THE LOCATION OF THE EXISTING UTILITIES SHOWN IS APPROXIMATE, THE CONTRACTOR IS TO FIELD VERIFY LOCATION AND DEPTH PRIOR TO CONDUCTING ANY WORK.
4. REFER TO SHEET C6 FOR PAVING HATCH LEGEND. THE HATCHED AREAS ON THIS SHEET REPRESENT THE PROPOSED FIRE LANES.
5. THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY WHETHER INDICATED ON THESE PLANS OR NOT.
6. THE ABBREVIATION CL=CENTER LINE.
7. THE ABBREVIATION EP=EDGE OF PAVEMENT.
8. REFER TO SHEET C4 FOR ADDITIONAL INFORMATION ON THE PROPOSED PARKING AREAS.
9. THE CLOUDED AREAS ON THIS SHEET INDICATE THE AREAS OF THE PROPOSED PARKING SPACES.
10. THE RECORD PLAT FOR ROCKPOINTE CHURCH WAS RECORDED BACK IN 2006, THEREFORE THERE IS NO TREE MITIGATION REQUIRED FOR THE REMOVAL OF PROTECTED TREES WITHIN THE BUILDING AREA.

SITE DATA TABLE	
PHYSICAL ADDRESS	4503 CROSS TIMBERS ROAD
GROSS SITE AREA	15.967 AC; 695,522 SF
NET SITE AREA	15.967 AC; 695,522 SF
ZONING	AGRICULTURAL
CURRENT USE	CHURCH
PROPOSED USED	CHURCH
LOT COVERAGE DATA	
BUILDING COVERAGE	1.31 AC; 56,874 SF
IMPERVIOUS AREA	9.26 AC; 403,403 SF
PERVIOUS AREA	5.26 AC; 229,522 SF
PARKING SUMMARY	
REQUIRED PARKING (SANCTUARY : 1,242 SEATS @ 1:3)	414 SPACES
EXISTING PARKING	461 SPACES
REMOVED PARKING	-3 SPACES
PROPOSED PARKING	67 SPACES
HANDICAP ACCESSIBLE PARKING	14 SPACES
TOTAL PARKING	525 SPACES
EXCESS PARKING MITIGATION	
SPACES OVER REQUIRED AMOUNT	525-414=111 SPACES
ALLOWED EXCESS PARKING	414*0.2=83 SPACES
EXCESS PARKING SPACES	111-83=28 SPACES

OWNER/DEVELOPER
ROCKPOINTE CHURCH
4503 CROSS TIMBERS ROAD
FLOWER MOUND, TEXAS
Ph. 216-954-0430
Contact: MR. ALAN MICHAEL

ROCKPOINTE CHURCH PARKING

EXPANSION

Lot 1R, Block A
17.229 Acres
in the
J.W. MALONE SURVEY, ABSTRACT NO. 857
FLOWER MOUND
DENTON COUNTY, TEXAS

OVERALL SITE PLAN

PRELIMINARY PLANS

THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.
G&A | MCADAMS,
TBPE: 19762
ROBERT JOHN DOLLAH, JR.,
P.E. #86898
DATE 10/15/2019

Drawn By: HH
Date: 08/19/2019
Scale: 1"=50'
Revisions:
09/27/2019
10/15/2019

RPC-19000

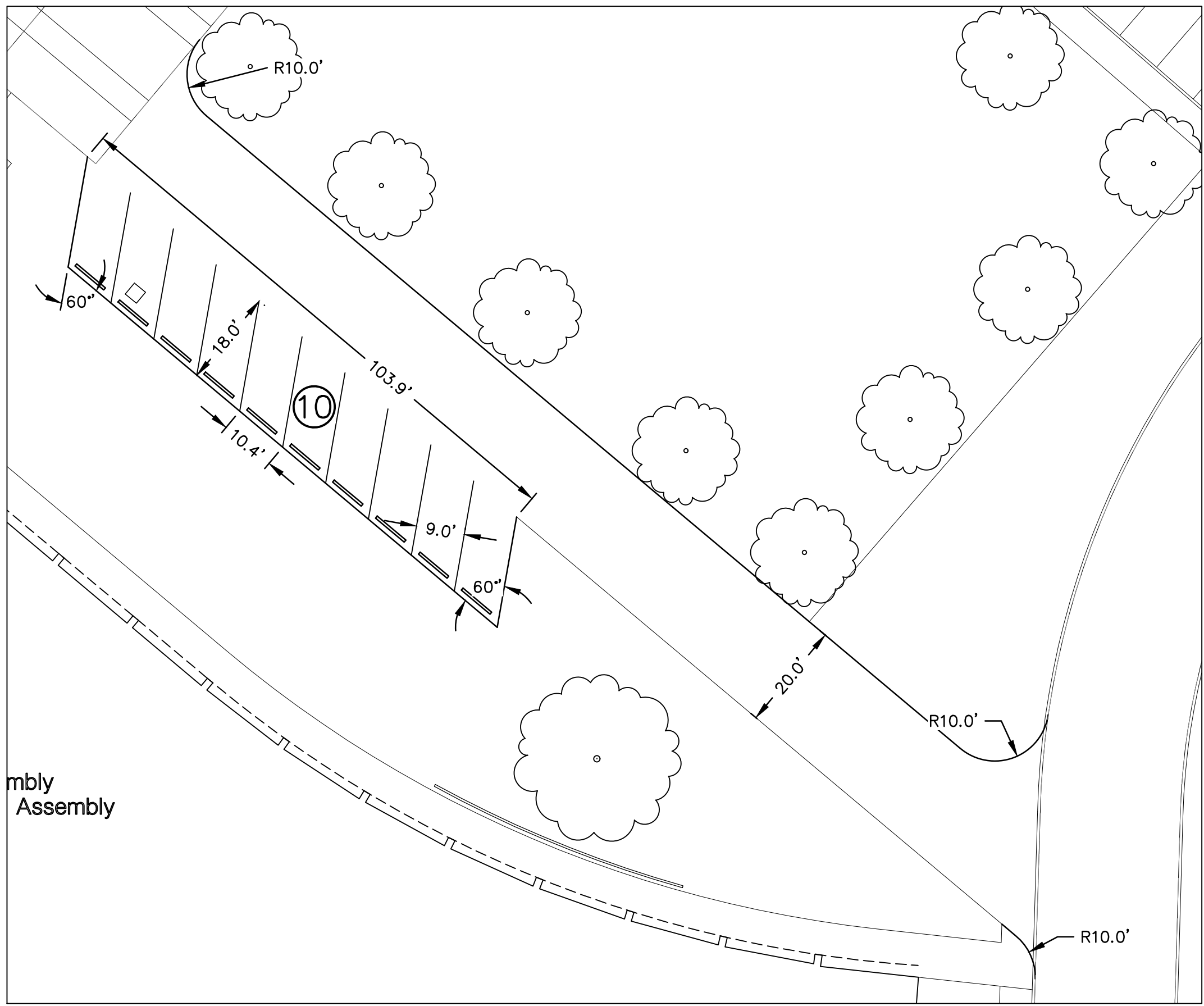
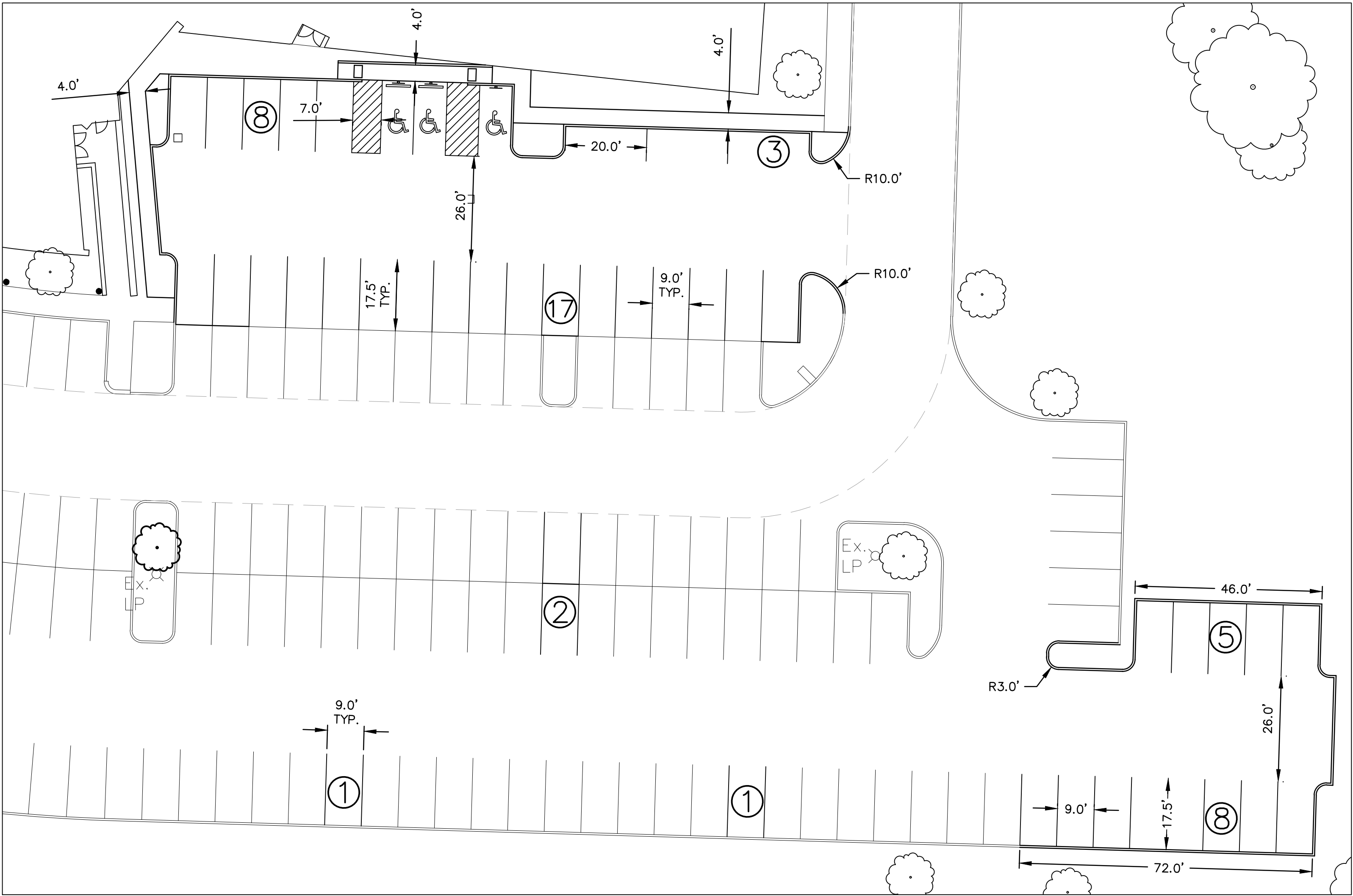
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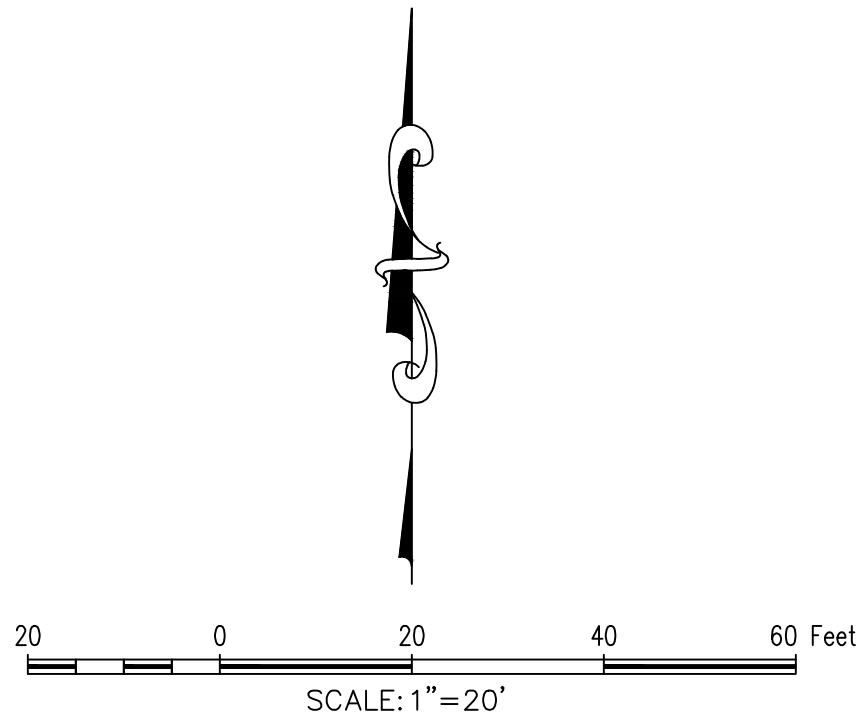
The John R. McAdams
Company, Inc.
(DBA: G&A | McAdams)
111 Hillside Drive
Lewisville, Texas 75057
972.456.8770
291 Oakmont Drive
Rockdale, Texas 75282
940.240.1012
TBPE: 19762 TBPLS: 0194440
www.mcadamsco.com

ROCKPOINTE CHURCH PARKING EXPANSION

Fig. 2.1b (rpc-19000) 10/15/2019 4:27 PM, by Hannah Baker, Scaled: 10/15/2019 4:27 PM, by Hannah Baker



SITE DATA TABLE	
PHYSICAL ADDRESS	4503 CROSS TIMBERS ROAD
GROSS SITE AREA	15.967 AC; 695,522 SF
NET SITE AREA	15.967 AC; 695,522 SF
ZONING	AGRICULTURAL
CURRENT USE	CHURCH
PROPOSED USED	CHURCH
LOT COVERAGE DATA	
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TOTAL PARKING	525 SPACES
EXCESS PARKING MITIGATION	
SPACES OVER REQUIRED AMOUNT	525-414=111 SPACES
ALLOWED EXCESS PARKING	414*0.2=83 SPACES
EXCESS PARKING SPACES	111-83=28 SPACES

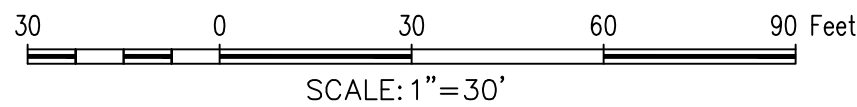
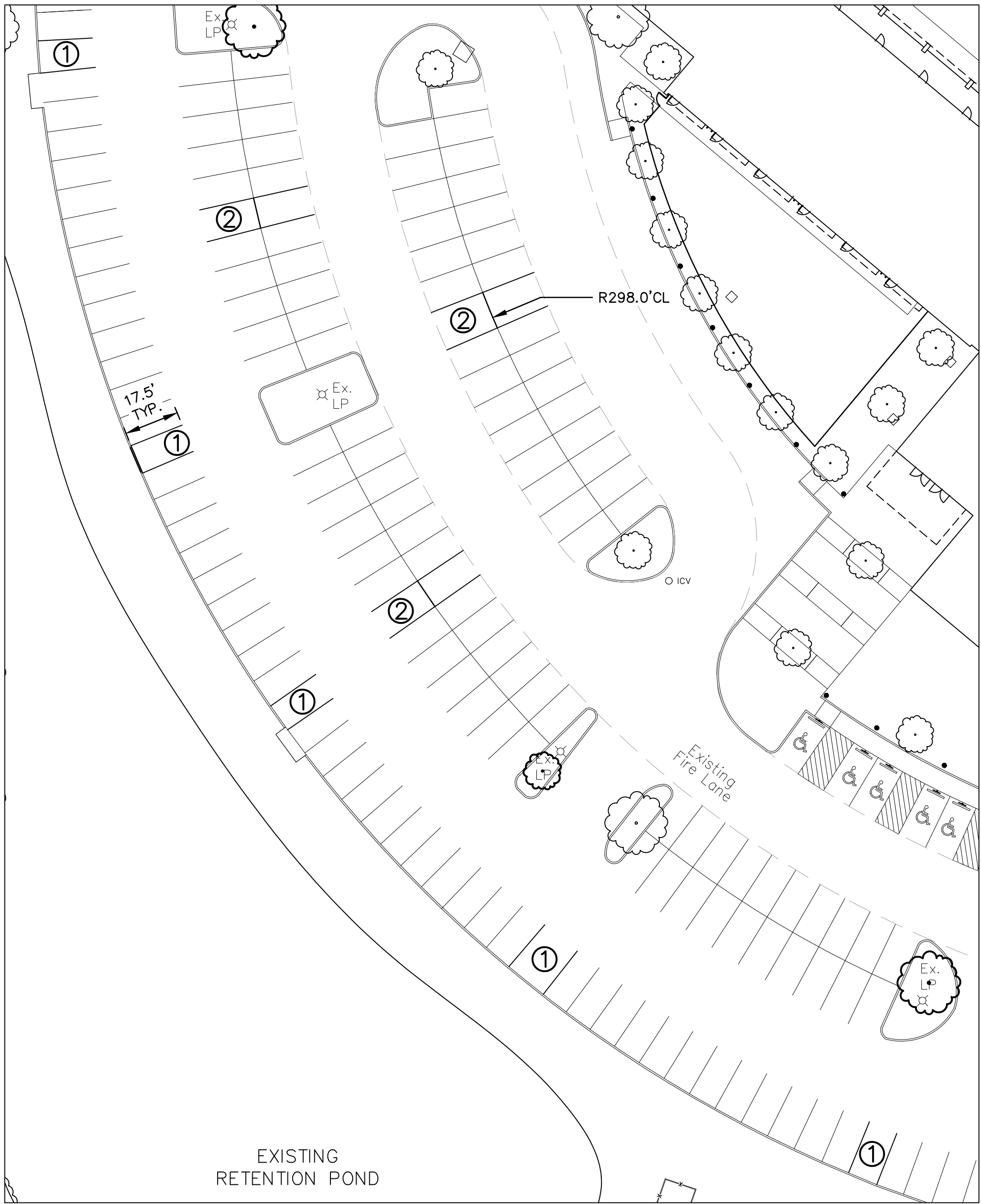


TOWN OF FLOWER MOUND GEODETIC CONTROL NETWORK MONUMENT NUMBER 22. ELEV.= 624.87

TBM2- "4" FOUND AT THE WEST NORTHEAST CORNER OF THE SUBJECT PROPERTY ELEV.= 638.45

NOTES:

1. CONTRACTOR IS TO CONTACT THE TOWN'S TREE ARBORIST PRIOR TO THE START OF CONSTRUCTION TO OBTAIN TREE PRESERVATION REQUIREMENTS DURING CONSTRUCTION.
2. ALL PAVEMENT DIMENSIONS SHOWN ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
3. ALL SIDEWALK DIMENSIONS SHOWN ARE TO THE EDGE OF PAVEMENT UNLESS OTHERWISE SHOWN.
4. ALL RADII ARE 3.0' UNLESS OTHERWISE NOTED.
5. ALL PARKING SPOTS ARE 9.0' WIDE AND 18' LONG UNLESS OTHERWISE NOTED.
6. THE LOCATION OF THE EXISTING UTILITIES SHOWN IS APPROXIMATE, THE CONTRACTOR IS TO FIELD VERIFY LOCATION AND DEPTH PRIOR TO CONDUCTING ANY WORK.
7. ALL RETAINING WALLS ARE TO BE CLAD IN A MATERIAL THAT MATCHES THE EXISTING RETAINING WALLS.
8. THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY WHETHER INDICATED ON THESE PLANS OR NOT.
9. SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SITE PLAN OR ELEVATIONS ARE NOT APPROVED AS PART OF THIS REVIEW AND MUST COMPLY WITH THE TOWN'S SIGNAGE REGULATIONS.



OWNER/DEVELOPER
ROCKPOINTE CHURCH
4503 CROSS TIMBERS ROAD
FLOWER MOUND, TEXAS
Ph. 216-954-0430
Contact: MR. ALAN MICHAEL

ROCKPOINTE CHURCH PARKING

EXPANSION

Lot 1R, Block A
17.229 Acres
in the
J.W. MALONE SURVEY, ABSTRACT NO. 857
FLOWER MOUND
DENTON COUNTY, TEXAS

SITE PLAN & DIMENSIONAL
CONTROL PLAN

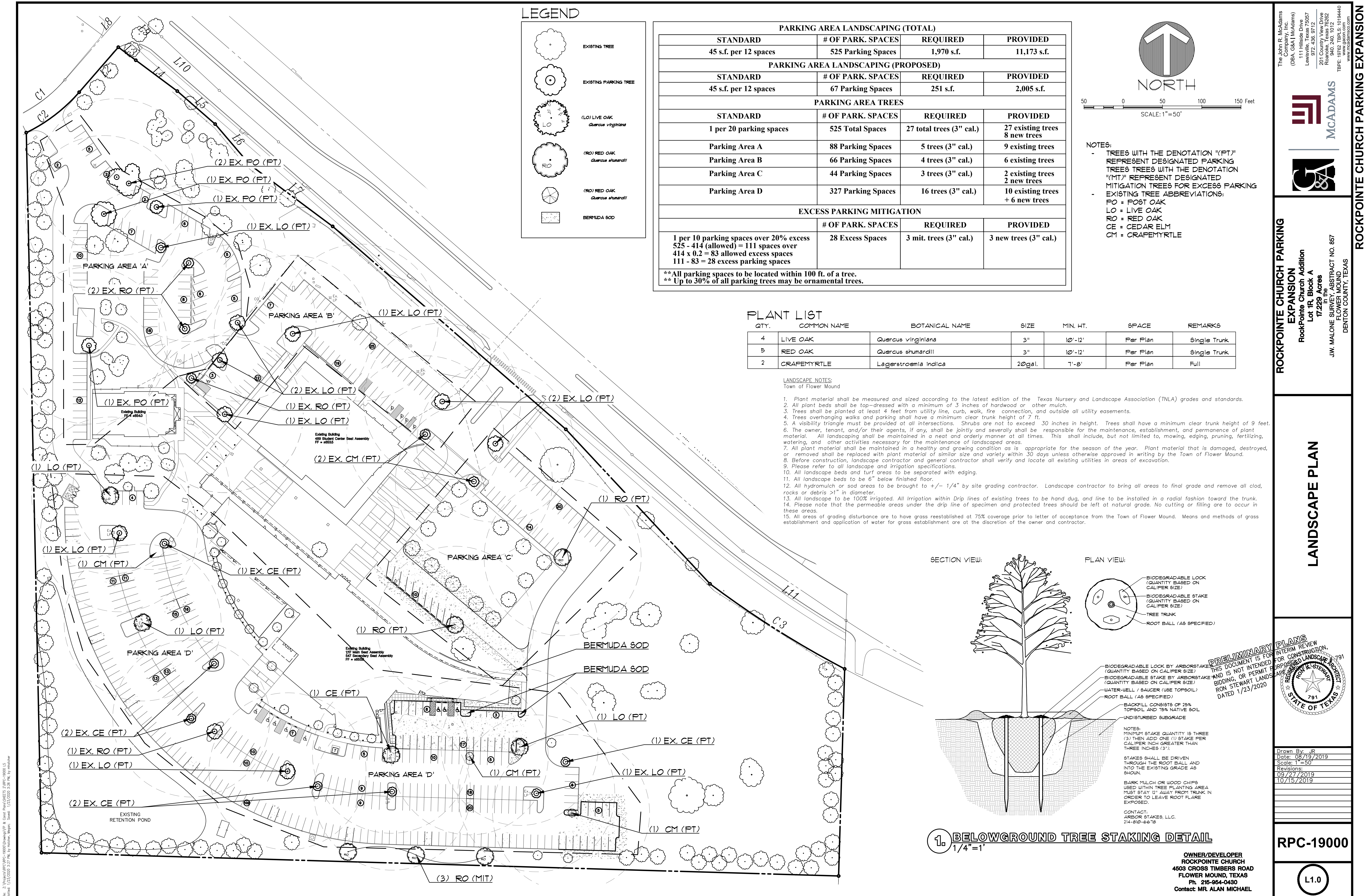
PRELIMINARY PLANS

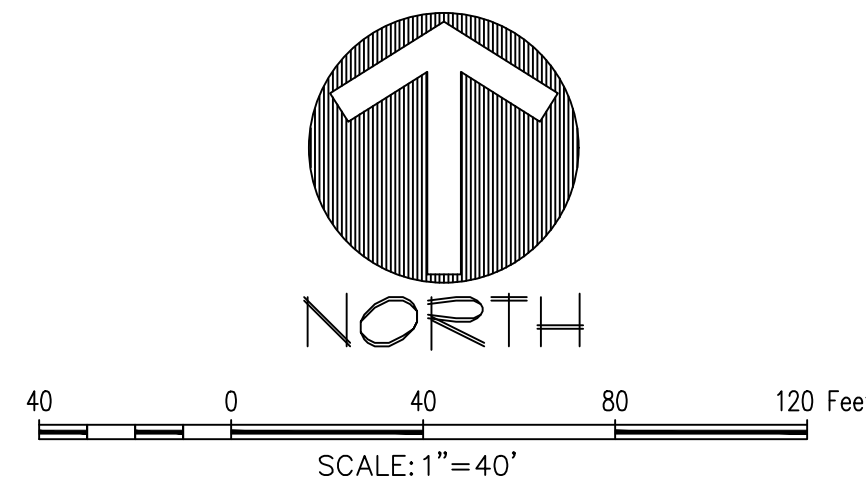
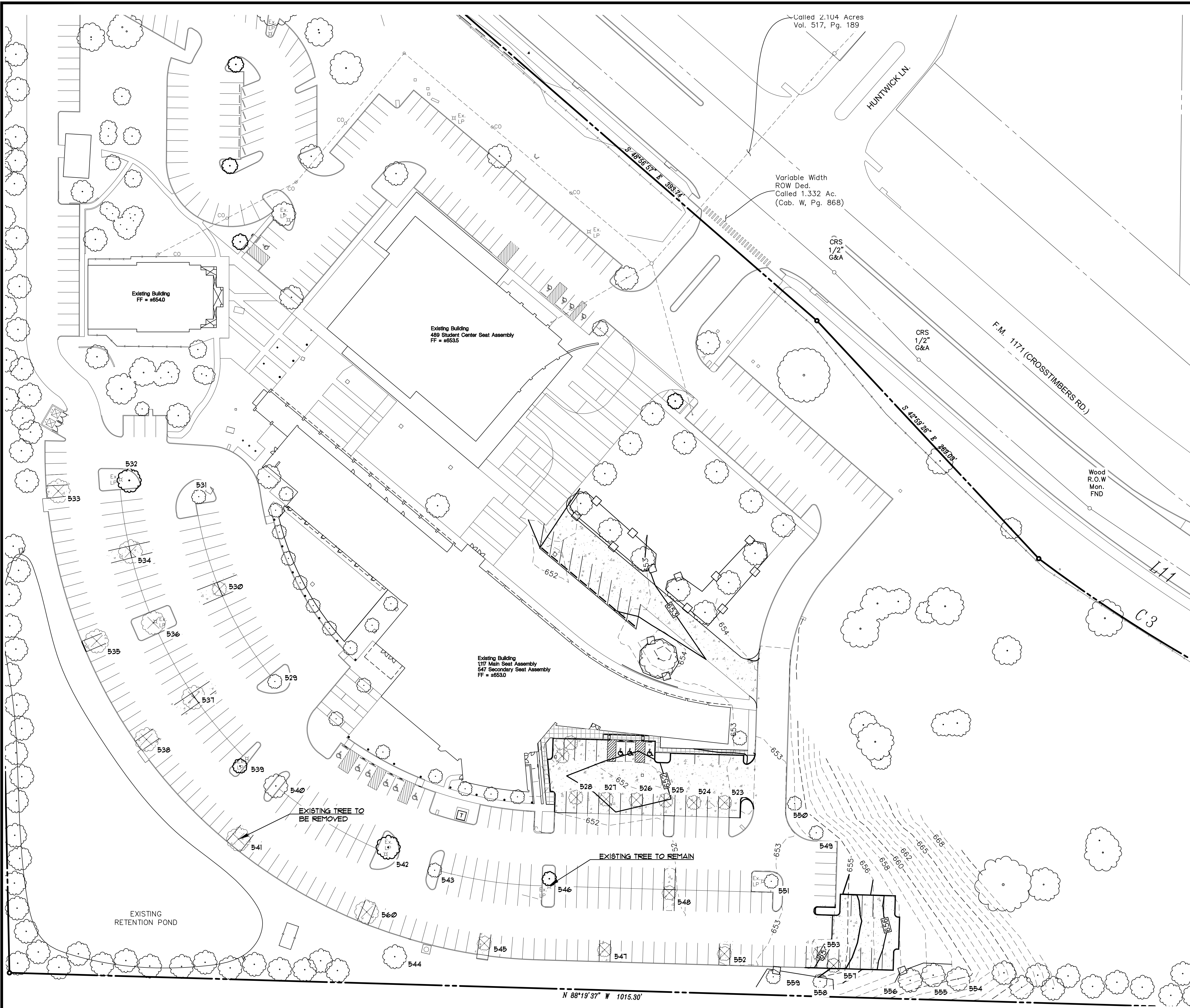
THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES. G&A | MCADAMS, TBPE: 19762 ROBERT JOHN DOLLAK, JR., P.E. #86898 DATE 10/15/2019

Drawn By: HH
Date: 08/19/2019
Scale: 1"=20'
Revisions:
09/27/2019
10/15/2019

RPC-19000

C4





LEGEND

- EXISTING TREE TO REMAIN
- EXISTING TREE TO BE REMOVED
- TREE PROTECTION FENCING

TOTAL # OF TREES TO BE REMOVED: 20
*NO MITIGATION REQUIRED FOR THE REMOVAL
OF EXISTING LANDSCAPE TREES

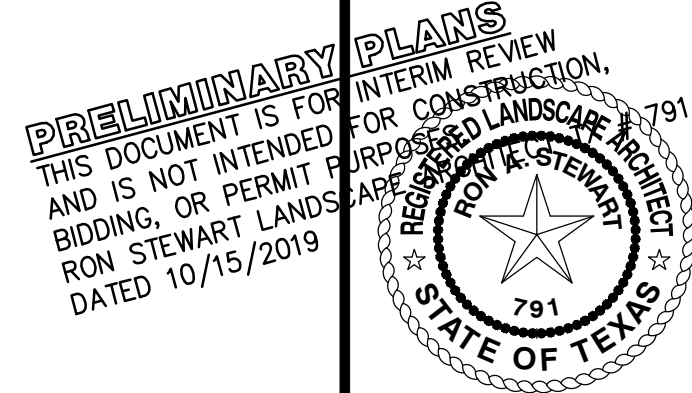
ROCKPOINTE CHURCH PARKING EXPANSION

RockPointe Church Addition
Lot 1R, Block A
17,229 Acres
In the
J.W. MALONE SURVEY, ABSTRACT NO. 857
FLOWER MOUND
DENTON COUNTY, TEXAS

MCADAMS

The John R. McAdams
Company, Inc.
(DBA: G&A | McAdams)
111 Hillside Drive
Lewisville, Texas 75057
817-436-8770
291 Cross Timbers Road
Rockdale, Texas 75082
940-240-1012
TBPE: 19762 TBPLS: 10194440
www.mcadamsco.com

TREE SURVEY



Drawn By: JLR
Date: 08/19/2019
Scale: 1" = 40'
Revisions:
09/27/2019
10/15/2019

RPC-19000

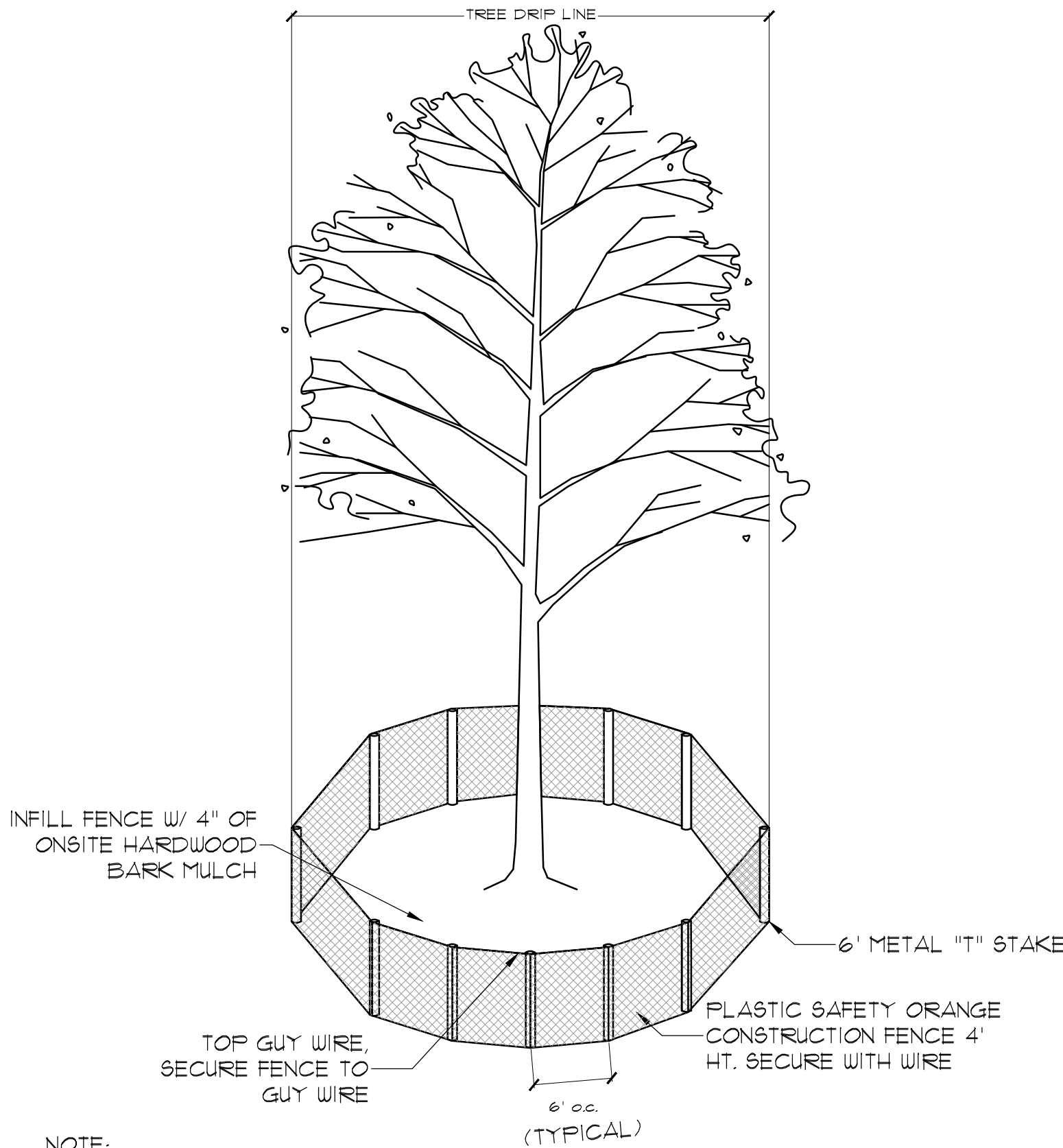
T1.0

OWNER/DEVELOPER
ROCKPOINTE CHURCH
4503 CROSS TIMBERS ROAD
FLOWER MOUND, TEXAS
Ph. 216-954-0430
Contact: MR. ALAN MICHAEL

File: J:\Projects\RPC-19000\Drawings\1. Tree Protection Fencing.dwg, Plot Date: 10/15/2019 4:28 PM, by: Alan Michael, Sheet: 9/27/2019 3:13 PM, by: alan

TREE PRUNING, REMOVAL AND PROTECTION MEASURES

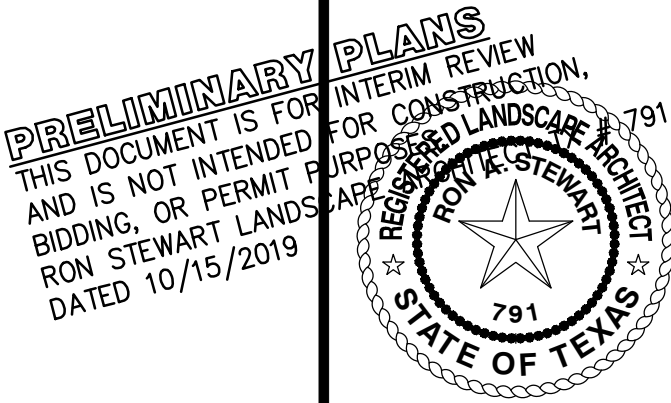
- A. QUALITY ASSURANCE
- 1) Comply with applicable Federal, state, county and local regulations governing landscape work.
 - 2) employ only experienced personnel. Provide adequate supervision by qualified foreman.
- B. JOB CONDITIONS
- 1) Coordination: Coordinate and cooperate with other contractors 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 outlined.
 - 2) If the site required construction within the dripline of a specimen tree, Town of Flower Mound will require a letter from a certified arborist about measures to mitigate the impact of construction.
 - 3) 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.
 - 4) 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
 - 5) 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.
 - 6) Construction trailers, traffic and storage areas must remain outside fenced areas at all times.
 - 7) 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 "air dug" with Air Spade (registered trademark) or similar technology are the exceptions. Irrigation line may routed in any direction outside the drip-line 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).
 - 8) No materials, equipment, spoil, or waste or washout water may be deposited, stored, or parked within the tree protection zone.
 - 9) 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.
 - 10) 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.

1. TREE PROTECTION FENCING
NTS

LIST #	TAG #	CALIPER (")	COMMON NAME	BOTANICAL NAME	PROTECTED	REMARKS	REMOVED
1	523	7	LACEBARK ELM	<i>Ulmus parvifolia</i>	No		Yes
2	524	<6	LACEBARK ELM	<i>Ulmus parvifolia</i>	No		Yes
3	525	<6	LACEBARK ELM	<i>Ulmus parvifolia</i>	No		Yes
4	526	<6	LACEBARK ELM	<i>Ulmus parvifolia</i>	No		Yes
5	527	<6	LACEBARK ELM	<i>Ulmus parvifolia</i>	No		Yes
6	528	<6	LACEBARK ELM	<i>Ulmus parvifolia</i>	No		Yes
7	529	<6	CEDAR ELM	<i>Ulmus crassifolia</i>	Yes		No
8	530	<6	CEDAR ELM	<i>Ulmus crassifolia</i>	Yes		Yes
9	531	<6	CEDAR ELM	<i>Ulmus crassifolia</i>	Yes		No
10	532	9	LIVE OAK	<i>Quercus virginiana</i>	Yes		No
11	533	<6	LIVE OAK	<i>Quercus virginiana</i>	Yes		No
12	534	6	CHINESE PISTACHE	<i>Pistachia chinensis</i>	No		Yes
13	535	<6	RED OAK	<i>Quercus shumardii</i>	Yes		Yes
14	536	<6	CHINESE PISTACHE	<i>Pistachia chinensis</i>	No	Dead	Yes
15	537	9	CHINESE PISTACHE	<i>Pistachia chinensis</i>	No		No
16	538	<6	CEDAR ELM	<i>Ulmus crassifolia</i>	Yes		Yes
17	539	<6	CEDAR ELM	<i>Ulmus crassifolia</i>	Yes		No
18	540	<6	RED OAK	<i>Quercus shumardii</i>	Yes		No
19	541	<6	RED OAK	<i>Quercus shumardii</i>	Yes		Yes
20	542	10	LIVE OAK	<i>Quercus virginiana</i>	Yes		No
21	543	<6	CEDAR ELM	<i>Ulmus crassifolia</i>	Yes		No
22	544	<6	CEDAR ELM	<i>Ulmus crassifolia</i>	Yes		No
23	545	<6	CEDAR ELM	<i>Ulmus crassifolia</i>	Yes		Yes
24	546	<6	CEDAR ELM	<i>Ulmus crassifolia</i>	Yes		No
25	547	<6	CEDAR ELM	<i>Ulmus crassifolia</i>	Yes		Yes
26	548	<6	CEDAR ELM	<i>Ulmus crassifolia</i>	Yes	Poor Health	Yes
27	549	7	CEDAR ELM	<i>Ulmus crassifolia</i>	Yes		No
28	550	8	CEDAR ELM	<i>Ulmus crassifolia</i>	Yes		No
29	551	<6	LIVE OAK	<i>Ulmus crassifolia</i>	Yes		No
30	552	<6	CEDAR ELM	<i>Ulmus crassifolia</i>	Yes		Yes
31	553	7	CEDAR ELM	<i>Ulmus crassifolia</i>	Yes		Yes
32	554	<6	LIVE OAK	<i>Quercus virginiana</i>	Yes		No
33	555	<6	CEDAR ELM	<i>Ulmus crassifolia</i>	Yes		No
34	556	<6	CEDAR ELM	<i>Ulmus crassifolia</i>	Yes	Poor Health	No
35	557	<6	LIVE OAK	<i>Quercus virginiana</i>	Yes		Yes
36	558	<6	LIVE OAK	<i>Quercus virginiana</i>	Yes		Yes
37	559	<6	LIVE OAK	<i>Quercus virginiana</i>	Yes		Yes
38	560	<6	CEDAR ELM	<i>Ulmus crassifolia</i>	Yes		Yes



Drawn By: JR
Date: 08/19/2019
Scale:
Revisions:
09/27/2019
10/15/2019

RPC-19000

T1.1

OWNER/DEVELOPER
ROCKPOINTE CHURCH
4503 CROSS TIMBERS ROAD
FLOWER MOUND, TEXAS
Ph. 216-954-0430
Contact: MR. ALAN MICHAEL

ROCKPOINTE CHURCH PARKING
EXPANSION
RockPointe Church Addition
Lot 1R, Block A
In the
17.229 Acres
J.W. MALONE SURVEY, ABSTRACT NO. 857
FLOWER MOUND
DENTON COUNTY, TEXAS



The John R. McAdams
Company, Inc.
(DBA: G&A McAdams)
111 Hillside Drive
Lewisville, Texas 75057
817-436-8711
291 Oakmont Drive
Rockdale, Texas 76282
940-240-1012
TBPE: 19762 TBPLS: 10194440
www.mcadamsco.com

ROCKPOINTE CHURCH PARKING EXPANSION

RockPointe Church Sunday Morning		Sq ft	Rec. SF/person	Rec. Capacity	Actual Attendance		Actual sf/person
Preschool Hall	Recommend 35 SF/person for nursery/preschool						
111 newborn lambs		350		10	7	50	
112 ducks		350		10	10	35	
113 rabbits		350		10	10	35	
114 x		350					
121 Squirrels A		375		11	11	34.09091	
122 Squirrels B		375		11	12	31.25	
123 Deer A		375		11	12	31.25	
124 Deer B		375		11	12	31.25	
125 Bears A		375		11	13	28.84615	
connects to 132 Bears B		375		11	13	28.84615	
Preschool Subtotal							
120 Special Needs		375		5	3	125	
Preschool Hall Total		4350		10.1	103	42.23301	
NorthPointe CM	Recommend 25 SF/person for classroom/group, 15 for assembly						
large group for all rooms Collide		1200		80	134		
A		540		22	22		
B		520		21	21		
C		540		22	26		
D		510		21	21		
E		225		9	19		
F		200		8	25		
NP CM Subtotal				103	134		
NorthPointe CM Total	Training	600		24	23		
		4335		127	157		
WestPointe CM	Recommend 25 SF/person for classroom/group, 15 for assembly						
large group for all rooms Merge		1200		80	84		
NE		500		20	13		
NW		500		20	20		
SE		500		20	25		
SW		500		20	26		
WestPointe Subtotal		3200		80	84		
Children Total		7535		207	241		
Students	Recommend 25 SF/person for classroom/group						
6th-12th Auditorium		3275		218	180		
Boiling Pointe Auditorium		860		34	20		
Basketball		3275		131	140		
South Porch		780		31	20		
		816		32	25		
Students Total		5731		228	205		
Adult Discipleship	Recommended 25 SF/person for classroom/group						
Adult Ed 306		400		16	15		
WM LIFT 307		360		15	16		
CoEd Proverbs 308		825		33	25		
Men's Apologetics 309a		450		18	15		
309b		420		17			
Adults Total		2455		99	71		
Worship Center	Recommended 15 SF/person for assembly						
Worship		9,500		791	562		
Worship Total		9,500		791	562		



TOWN COUNCIL AGENDA ITEM NO. 20

REGULAR ITEM

DATE: February 3, 2020

FROM: Poornima Kashyap, Principal Planner

ITEM: Consider a request for a Development Plan (DP19-0004 - Lakeside Village) to develop residential, non-residential, and mixed use subdivision, with an exception to the retention pond design requirements, contained in Chapter 4 of the Town's Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances. The property is generally located west of Long Prairie Road along both sides of Lakeside Parkway and south of Edgemere Drive. (The Planning and Zoning Commission recommended approval by a vote of 4 to 2 at its January 27, 2020, meeting.)



SUMMARY DATA:

- Size – 40.55 acres
- Proposed Density – Complies with Lakeside DFW MU zoning
- SMARTGrowth – Passed
- Traffic Analysis – N/A
- Exceptions – Request to allow a detention (dry) pond instead of a retention (wet) pond.
- Incentives – N/A

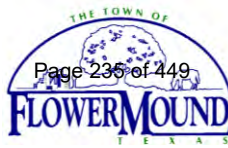
BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. During the P&Z deliberation, there was discussion regarding the location, size, purpose, and type of detention pond to be allowed to serve the subject property. There was also some discussion as to whether to limit the extent of the exception request to only the MU-C(3) subzone, which is located to the east of Lakeside Parkway. The final recommendation was to allow a detention pond in either subzone.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report

LEGAL REVIEW: N/A

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



PLANNING AND ZONING COMMISSION

AGENDA ITEM NO: 3

REGULAR ITEM

DATE: January 27, 2019

FROM: Poornima Kashyap, Principal Planner

ITEM: Consider a request for a Development Plan (DP19-0004 - Lakeside Village) to develop residential, non-residential, and mixed use subdivision, with an exception to the retention pond design requirements, contained in Chapter 4 of the Town's Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances. The property is generally located west of Long Prairie Road along both sides of Lakeside Parkway and south of Edgemere Drive.

I. ITEM SUMMARY

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

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The area of consideration for this development plan application is the MU-TEN (Mixed Use-Transition to Environmental Area) and MU-C3 (Mixed Used-Commercial 3) subzones that was incorporated into the Lakeside DFW Mixed Use District (MU) on April 16, 2018, by the Town Council. MU-TEN subzone is further divided into six micro zones, each of which encompass specific standards for development. The proposed development plan is in compliance with all applicable standards for subzones and micro zones within the Lakeside DFW ordinance. The subject property is approximately 40.555 acres.

A development plan is an intermediate step between the zoning entitlements phase, which requires conceptual level information, and the record plat phase in which the engineering factor of dimensional precision is the predominant objective. A development plan is intended to show all the planning factors necessary to determine whether the proposed plan for land development is satisfactory from the standpoint of public health, safety and welfare and is in accordance with the general guidance provided by the comprehensive master plan.

The areas located within the subject property are projected for future commercial and residential development, as well as open space. The development depicts 55 single family detached residential lots; nine lots for future non-residential, mixed use, or

multi-family development; and eight open space lots. The development plan also depicts phase lines, preliminary locations of streets, alleys and easements, and setback lines. Access to this part of the development will be from Lakeside Parkway and the newly created streets.

The approved Development Agreement has stipulations for the construction of infrastructure and amenity areas with Phase I plans. Construction plans for infrastructure and landscape details will be required along with the record plat for Phase I construction. Parks fees and tree preservation for properties within Lakeside DFW were addressed at the time of the original zoning application, as well as through subsequent zoning amendment applications.

A. Detention Pond:

The Town's Engineering Design Criteria requires retention (wet) ponds for office and retail developments. The applicant is requesting an exception to this standard to allow for a detention (dry) pond.

III. ATTACHMENTS

A. Background Information

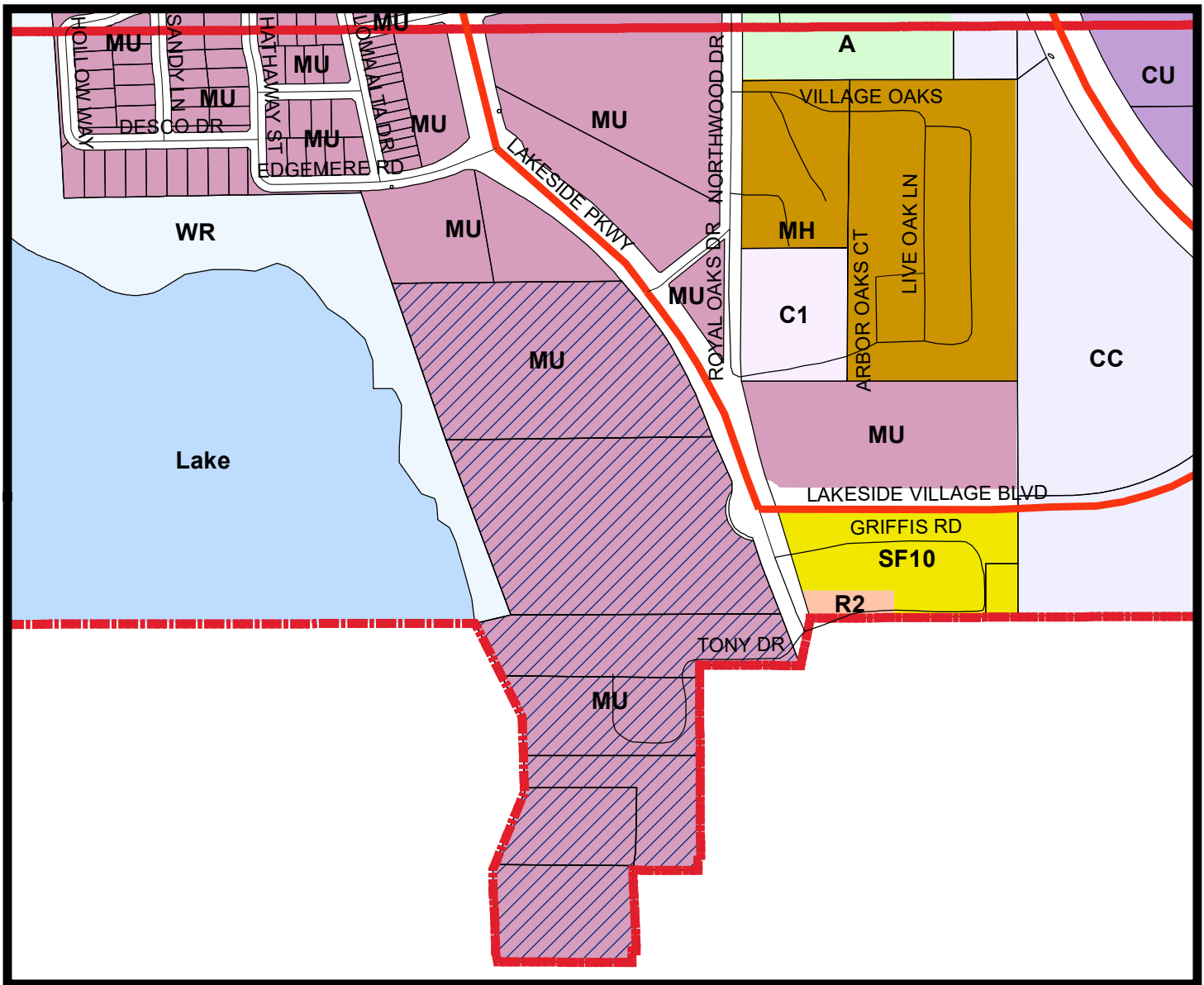
1. Vicinity Map
2. Letter of Intent

B. Application Details

1. Development Plan Package

Vicinity Map

Reference Project: DP19-0004



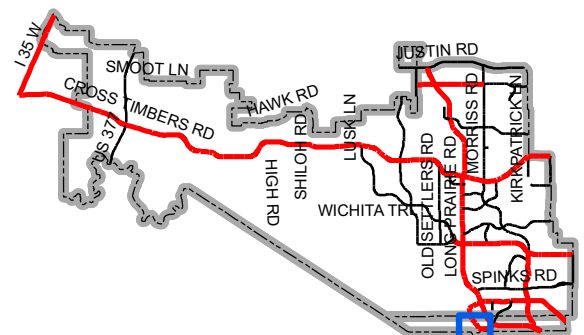
LEGEND

	Agriculture		Campus Commercial		*Combined Uses-See Ordinance		Commercial 1
	Lake		Mixed Use		Mobile Home		Retail 2
			Single Family 10		Water Recreation		

Subject Property



0 375 750 1,500
Feet



Map Location



LETTER OF INTENT > LAKESIDE VILLAGE

August 5, 2018

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

RE: Lakeside Village Infrastructure – Development Application

Dear Poornima:

Please accept this letter, on behalf of our client, as an explanation of the proposed application. We are submitting, for review and approval, a development plan application for the Lakeside Village. A record plat has already been submitted with complete construction plans. The development plan is to show that the property can be developed in accordance with the approved zoning. The location of the proposed streets, water lines, sanitary sewer line, storm sewer lines and potential detention areas are indicated.

The property is approximately 40.6 acres of mixed between two tracts of land. The main portion between Lakeside Parkway and Lake Grapevine is ~34.3 acres and there is an ~6.3-acre tract at the northeast corner of the round-about at the intersection of Lakeside Parkway and Lakeside Village Boulevard. Upon ultimate development the property will contain 55 single family residential lots, and a mix of multi-family residential towers, retail, office and restaurant buildings, parking structures, parking lots, and 8 lots for parks and open space.

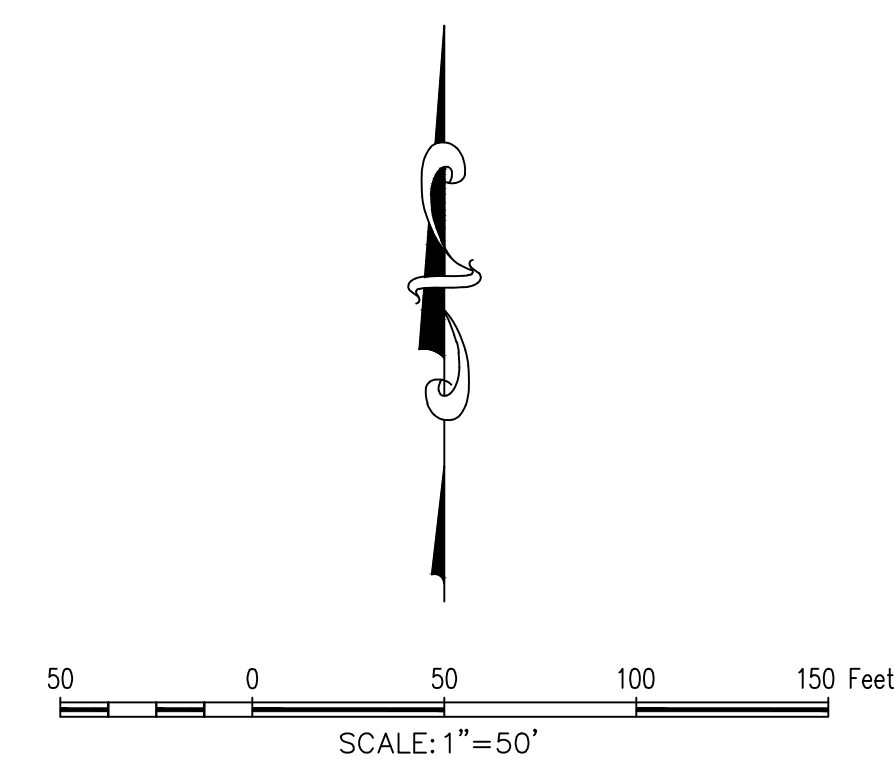
Please feel free to contact me if you have any questions or comments regarding this submittal.

Sincerely,

Scott Minnis,

Project Manager, Engineering

cc. Mr. Robert J. Dollak, Jr, P.E.
Ms. Rebecca Everitt, Realty Capital
Mr. Jimmy Archie, Realty Capital



The John R. McAdams
Company, Inc.
111 Hillside Drive
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972. 436. 9712

201 Country View Drive
Roanoke, Texas 76262
940. 240. 1012

TBPE: 19762 TBPLS: 101944
www.gacon.com
www.mcadamsco.com

DRAWN BY: BC DATE: 6/12/19 SCALE: 1" = 50' JOB. No. 18217

OWNER/DEVELOPER
SUNSET LEGACY, LP
909 LAKE CAROLYN PKWY
SUITE 150
IRVING, TX 75039
Ph. 469.533.4131
Contact: JIMMY ARCHIE

TOWN OF
CALLED O.
5185/4852
R.P.R.D.C.1

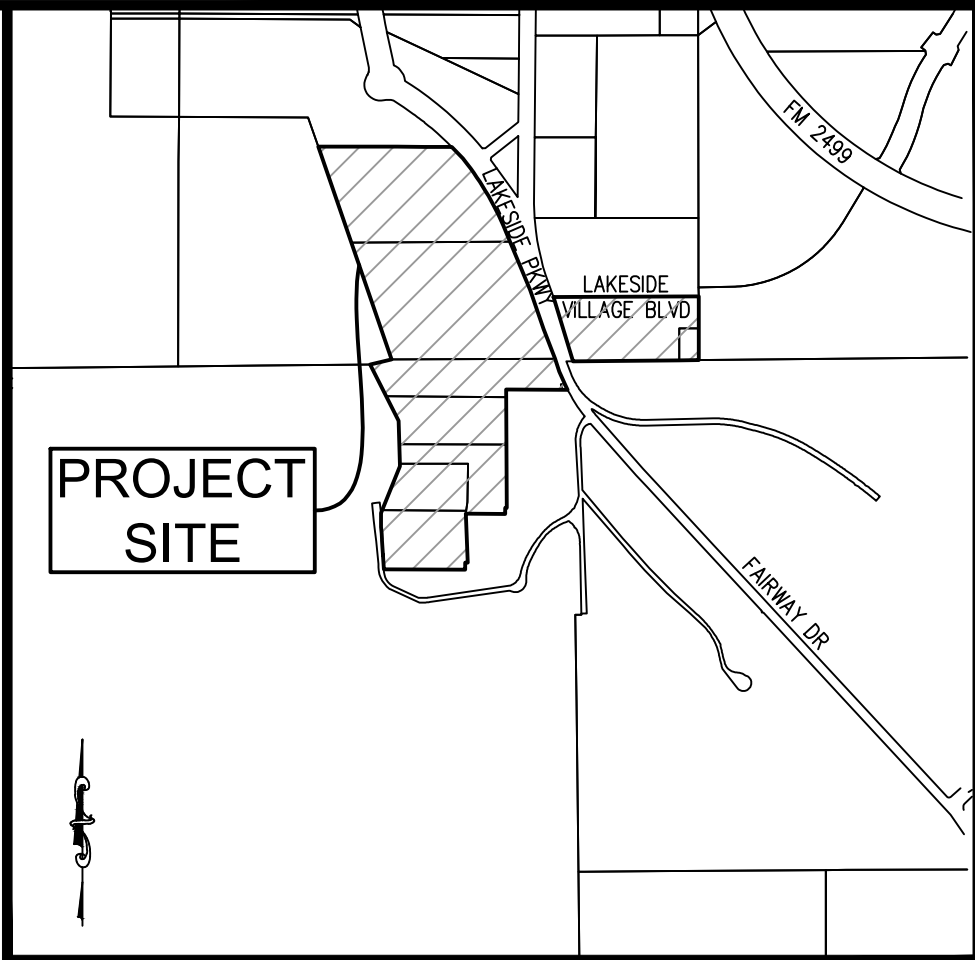
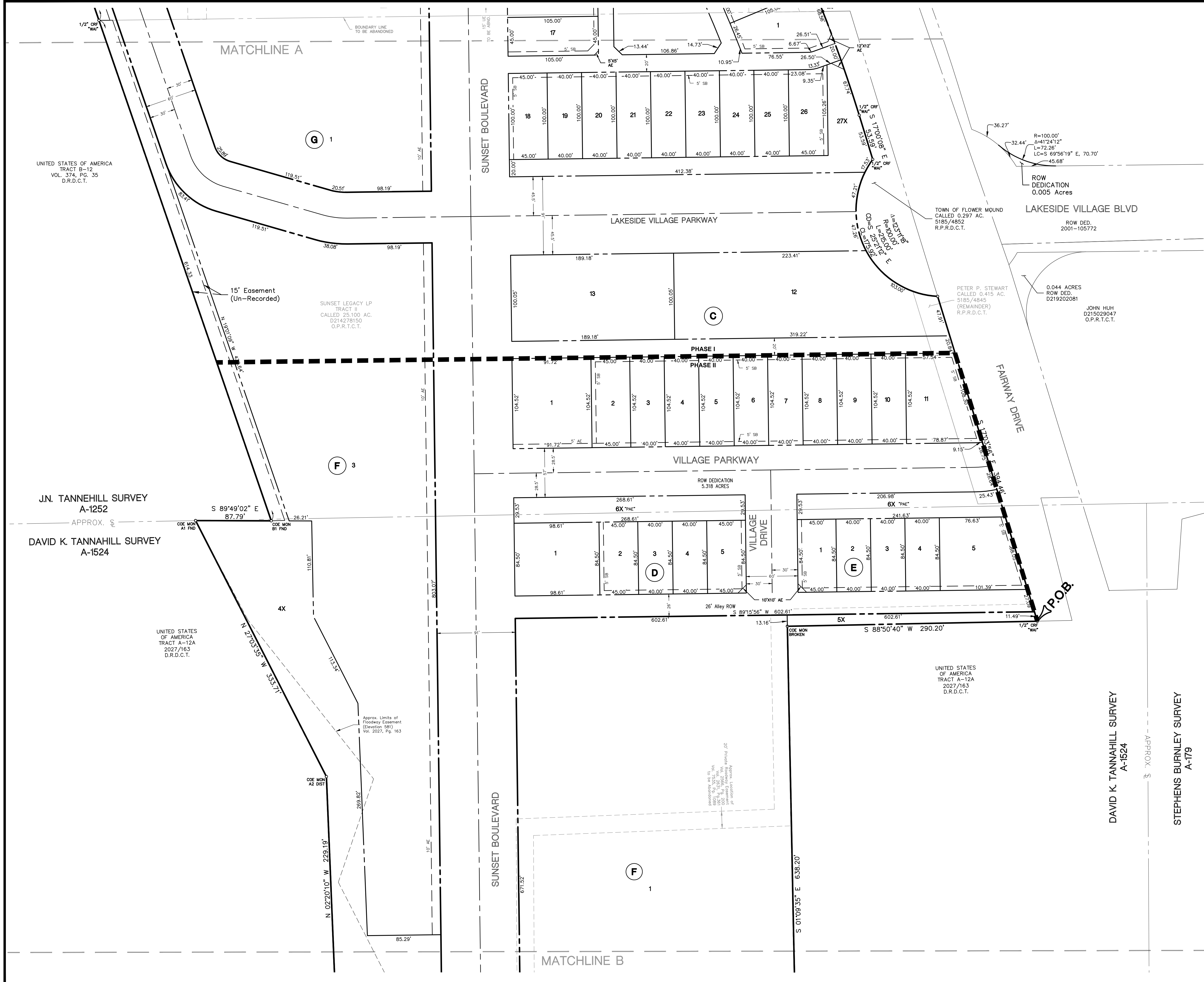
File Z:\2018\18217\Drawings\Dev. Plan\18217 PRELIM PLAT
 Attached: 1/21/2020 8:44 AM by Minnie Scott; 1/21/2020 8:42 AM by erminie

L E G E N D

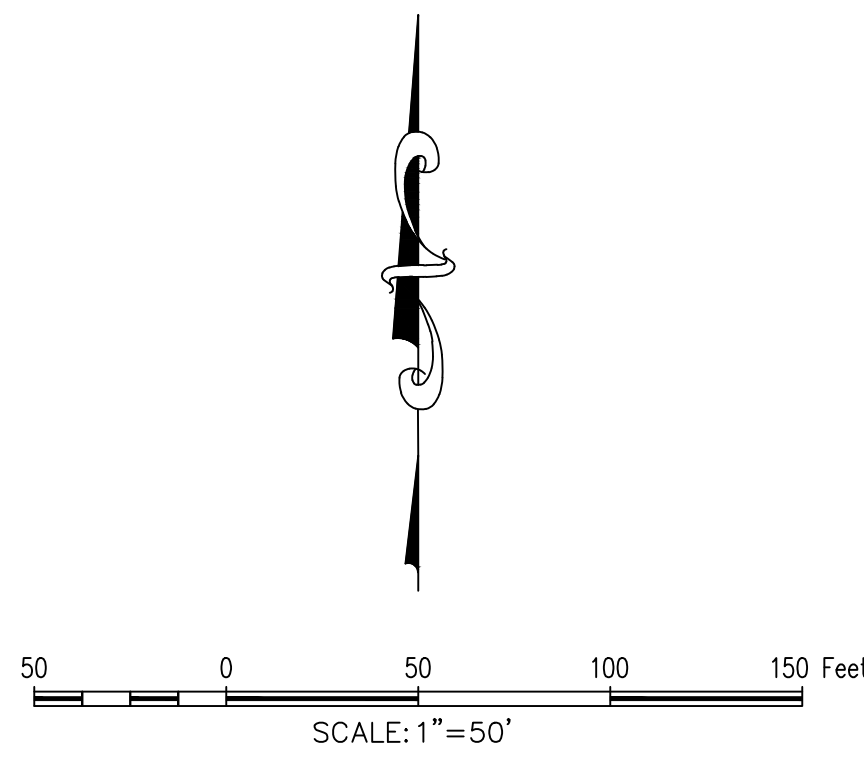
P.O.B.	=	POINT OF BEGINNING
C.R.C.T.	=	CAPPED REBAR SET
CRF	=	CAPPED REBAR FOUND
PRODCT	=	PLAT RECORDS, DENTON COUNTY, TEXAS
PRDCT	=	REAL PROPERTY RECORDS DENTON COUNTY, TEXAS
BL	=	BUILDING LINE
UE	=	UTILITY EASEMENT
MAE	=	MUTUAL ACCESS EASEMENT
AE	=	ACCESS EASEMENT
SSE	=	SANITARY SEWER EASEMENT
WE	=	WATER LINE EASEMENT
UNL MON	=	UNLAWFUL MONUMENTARY CORE OF ENGINEERS MONUMENT
G&A	=	G&A / MCADAMS
PAE	=	PEDESTRIAN ACCESS EASEMENT
DE	=	DRAINAGE EASEMENT
PLE	=	PIPE LINE EASEMENT
P.R.T.C.T.	=	PLAT RECORDS, DENTON COUNTY, TEXAS
P.R.C.T.C.T.	=	OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS
P.R.C.T.	=	OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS
P.R.P.C.T.	=	DEED RECORDS, DENTON COUNTY, TEXAS

UNITED STATES OF AMERICA
TRACT B-12
VOL. 374, PG. 35
D.R.D.C.T.

MATCHLINE A



VICINTY MAP: NOT TO SCALE



DEVELOPMENT PLAN
LOTS 1-10, 11X, Block A
LOTS 1-26, 27X, 28X, & 29X, BLOCK B
LOTS 1-13, BLOCK C
LOTS 1-5, 6X, BLOCK D
LOTS 1-5, 6X, BLOCK E
LOT 1-3, 4X & 5X, BLOCK F
LOT 1, BLOCK G
LOT 1, BLOCK H
LAKESIDE VILLAGE
40.555 Acres
in the
J. N. TANNEHILL SURVEY, ABSTRACT NO. 1252
DAVID K. TANNEHILL SURVEY, ABSTRACT NO. 1524
TOWN OF FLOWER MOUND
TARRANT COUNTY, TEXAS

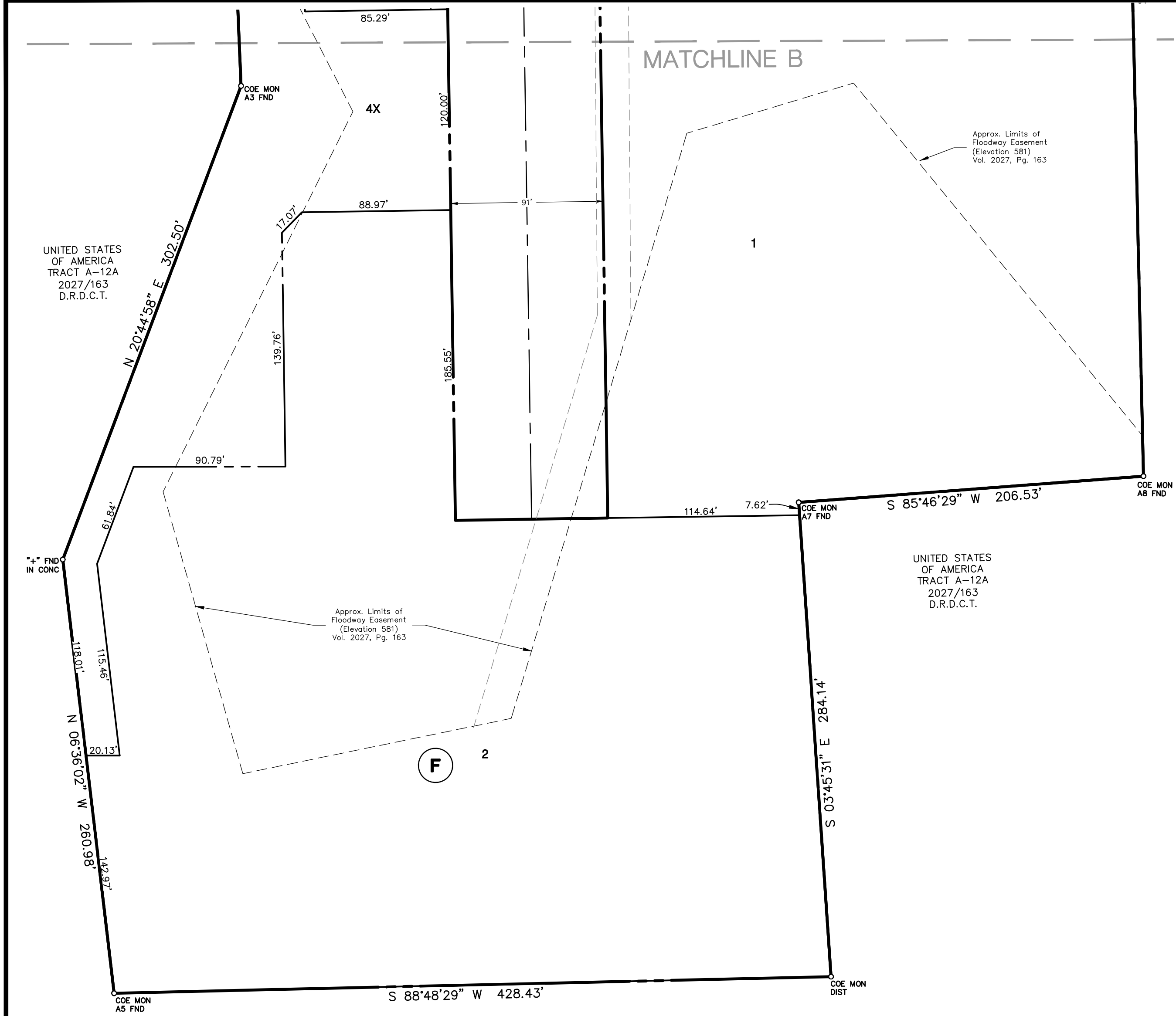
PAGE 2 OF 3



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OWNER/DEVELOPER
SUNSET LEGACY, LP
909 LAKE CAROLYN PKWY.
SUITE 160
IRVING, TX 75039
Ph. 469.533.4131
Contact: JIMMY ARCHIE



LOT / BLOCK ANALYSIS			
LOT	BLOCK	SQUARE FEET	ACRES
1	A	4,868	0.112
2	A	4,200	0.096
3	A	4,200	0.096
4	A	4,200	0.096
5	A	4,200	0.096
6	A	4,200	0.096
7	A	4,200	0.096
8	A	4,200	0.096
9	A	4,200	0.096
10	A	5,553	0.127
11X	A	21,804	0.501
1	B	5,954	0.137
2	B	4,344	0.100
3	B	4,344	0.100
4	B	4,344	0.100
5	B	4,344	0.100
6	B	4,344	0.100
7	B	4,344	0.100
8	B	4,344	0.100
9	B	4,344	0.100

LOT / BLOCK ANALYSIS			
LOT	BLOCK	SQUARE FEET	ACRES
10	B	4,887	0.112
11	B	4,200	0.096
12	B	4,200	0.096
13	B	4,200	0.096
14	B	4,200	0.096
15	B	4,200	0.096
16	B	4,200	0.096
17	B	4,725	0.108
18	B	4,500	0.103
19	B	4,000	0.092
20	B	4,000	0.092
21	B	4,000	0.092
22	B	4,000	0.092
23	B	4,000	0.092
24	B	4,000	0.092
25	B	4,000	0.092
26	B	4,543	0.104
27X	B	12,041	0.276
28X	B	17,400	0.399
29X	B	8,460	0.194

LOT / BLOCK ANALYSIS			
LOT	BLOCK	SQUARE FEET	ACRES
1	C	9,586	0.220
2	C	4,703	0.108
3	C	4,181	0.096
4	C	4,181	0.096
5	C	4,181	0.096
6	C	4,181	0.096
7	C	4,181	0.096
8	C	4,181	0.096
9	C	4,181	0.096
10	C	4,181	0.096
11	C	7,613	0.175
12	C	27,810	0.638
13	C	18,927	0.435
1	D	8,333	0.191
2	D	3,802	0.087
3	D	3,380	0.078
4	D	3,380	0.078
5	D	3,803	0.087
6X	D	7,931	0.182
1	E	3,802	0.087

LOT / BLOCK ANALYSIS			
LOT	BLOCK	SQUARE FEET	ACRES
2	E	3,380	0.078
3	E	3,380	0.078
4	E	3,380	0.078
5	E	7,521	0.173
6X	E	7,029	0.161
1	F	209,840	4.817
2	F	141,027	3.238
3	F	127,956	2.937
4X	F	115,485	2.651
5X	F	3,492	0.080
1	G	145,021	3.329
1	H	274,657	6.305

BLOCK ANALYSIS		
BLOCK	SQUARE FEET	ACRES
A	65,825	1.511
B	150,461	3.449
C	102,087	2.344
D	30,629	0.703
E	28,492	0.654
F	597,768	13.723
G	145,021	3.329
H	274,657	6.305
ROW	371,598	8.537

Typical Lot Setback Table Microzones: MZ5 & MZ6	
Front Setback	5' Min.
Min. Side Setback	5' one side, 0' other side
Min. Side Setback Corner Lot	Match front setback
Min. Rear Setback	15' from house to property line, 5' from garage to alley

LEGAL DESCRIPTION
34.250 ACRES

BEING all that certain lot, tract, or parcel of land, situated in the J. N. Tannehill survey, Abstract Number 1548, and the David K. Tannehill survey, Abstract Number 1524, Town of Flower Mound, Tarrant County, Texas, and being all of that certain tract of land described in deed to Sunset Legacy LP, as Tract II, recorded in Instrument Number D214278150, Official Public Records, Tarrant County, Texas, and being all of Lakeside Hotel, Lot 1, Block 1, recorded in Instrument Number D207064437, Plat Records, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" capped rebar found "stamped WA", and being the most easterly southeast corner of said Tract II, and being on the west line of Fairway Dr, and being on the most northerly north line of United States of America Tract A-12A, described in Deed recorded in Volume 2027, Page 163, Deed Records, Dallas County, Texas;

THENCE S 88°50'40" W, with the most northerly south line of said Tract II, and the most northerly north line of said Tract A-12A, a distance of 290.20 feet to a core of engineer's monument found "disturbed";

THENCE S 01°09'35" E, with the second most easterly line of said Tract II, and with the most easterly west line of said Tract A-12A, a distance of 638.20 feet to a core of engineer's monument found "stamped A-8";

THENCE S 85°46'29" W, with the second most southerly line of Tract II, and with the second most northerly north line of said Tract A-12A, a distance of 206.53 feet to a core of engineer's monument found "stamped A-7";

THENCE S 03°45'31" E, with the most westerly east line of said Tract II, and with the most westerly west line of said Tract A-12A, a distance of 284.14 feet to a core of engineer's monument found "broken";

THENCE S 88°48'29" W, with the most southerly line of said Tract II, and with the most southerly north line of said Tract A-12A, a distance of 428.43 feet to a core of engineer's monument found "stamped A-5";

THENCE with the west line of said Tract II, and the most westerly east line of said Tract A-12A, the following four (4) courses and distances:

N 06°36'02" W, a distance of 261.06 feet to a "4" found in concrete;

N 20°44'58" E, a distance of 302.50 feet to a core of engineer's monument found "stamped A-3";

N 02°20'10" W, a distance of 229.19 feet to a Core of Engineer's monument found "stamped A-2";

N 27°03'35" W, a distance of 333.71 feet to a Core of Engineer's monument found "stamped A-1", being on the south line of United States of America, Tract B-12, described in Deed recorded in Volume 374, Page 35, Deed Records, Dallas County, Texas,

THENCE S 89°49'02" E, with the south line of said Tract B-12, a distance of 87.79 feet to a Core of Engineer's monument found "stamped B-1", being on the west line of said Tract II, and being the southeast corner of said Tract B-12;

THENCE N 18°59'49" W, with the west line of said Tract II, and the east line of said Tract B-12, passing a capped rebar found "stamped WA", at a distance of 614.33 feet, being the northwest corner of said Tract II, and being the southwest corner of said Lot 1 Block 1, a total distance of 1134.58 feet to a 1/2" capped rebar found "stamped WA" being the northwest corner of said Lot 1, Block 1, and being the southwest corner of Lot 1, Block A, of said Lakeside Tower;

THENCE N 89°15'32" E, with the north line of said Lot 1, Block 1, and the south line of said Lot 1, Block A, and the south line of Lot 1, Block 1, Lakeside Tower, recorded in Instrument Number D21612654, Plat Records, Tarrant County, Texas, a distance of 706.55 feet to the northeast corner of said Lot 1, Block 1, and the southeast corner of said Lot 2, Block A, and being in the west line of Lakeside Parkway, a 120' Right-of-Way;

THENCE southeasterly, with the east line of said Lot 1, Block 1, and Tract II, and the west line of Lakeside Parkway, with a curve to the right, having a radius of 1640.00 feet, passing at arc length 579.63 feet a 1/2" capped rebar found "stamped WA" and being the southeast corner of Lot 1, Block 1, a central angle of 24°42'45", an arc length of 707.35 feet, and whose chord bears S 29°27'32" E, a distance of 701.88 feet to a 1/2" capped rebar found "stamped WA";

THENCE S 17°00'08" E, with the east line of said Tract II, and the west line of Lakeside Parkway, a distance of 53.59 feet, to a 1/2" capped rebar found "stamped WA";

THENCE southeasterly, with the east line of said Tract II, and the west line of Lakeside Parkway, with a curve to the left, having a radius of 100.00 feet, a central angle of 123°11'18", an arc length of 215.00 feet, and whose chord bears S 25°21'12" E, a distance of 175.92 feet;

THENCE S 17°03'56" E, with the east line of said Tract II, and the west line of Fairway Drive, a distance of 394.46 feet to the POINT OF BEGINNING and containing approximately 34.250 acres of land.

LEGAL DESCRIPTION
6.305 Acres

BEING all that certain lot, tract, or parcel of land, situated in the J. N. Tannehill Survey, Abstract Number 1252, Tarrant County, Texas, and being all of that certain tract of land described in deed to Sunset Legacy LP, recorded in Instrument Number D214278150, Official Public Records, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" rebar found at the northeast corner of said Sunset Legacy LP, and being on the west line of that certain tract of land described in deed to Ray B. Baldwin III, recorded in Instrument Number D210075275, Official Public Records, Tarrant County, Texas, and being the southeast corner of Village Oaks Mobile Home Community, an addition to the Town of Flower Mound, according to the plat thereof, recorded in Cabinet D, Page 291, Plat Records, Denton County, Texas;

THENCE S 00°33'14" E, with the east line of said Sunset Legacy tract, and the west line of said Baldwin III, passing at a distance of 315.08 feet the southwest corner thereof, and being the northwest corner of a certain called 3.162 acre Right-of-Way dedication recorded in Volume 4976, Page 3226, Real Property Records, Denton County, Texas, continuing a total distance of 326.29 feet, to a 1/2" capped rebar, stamped "WA", found at the south east corner of said Sunset Legacy tract, and being in the west line of said 3.162 acres Right-of-Way, and being in the north line of Lakeside Village Boulevard;

THENCE S 89°21'35" W, with the south line of said Sunset Legacy tract, and the north line of said Lakeside Village Boulevard, a distance of 742.10 feet to a "4" found in concrete, at the southwest corner of said Sunset Legacy tract, and being at the intersection of said Lakeside Village Boulevard, and Lakeside Parkway, a called 120-foot Right-of-Way;

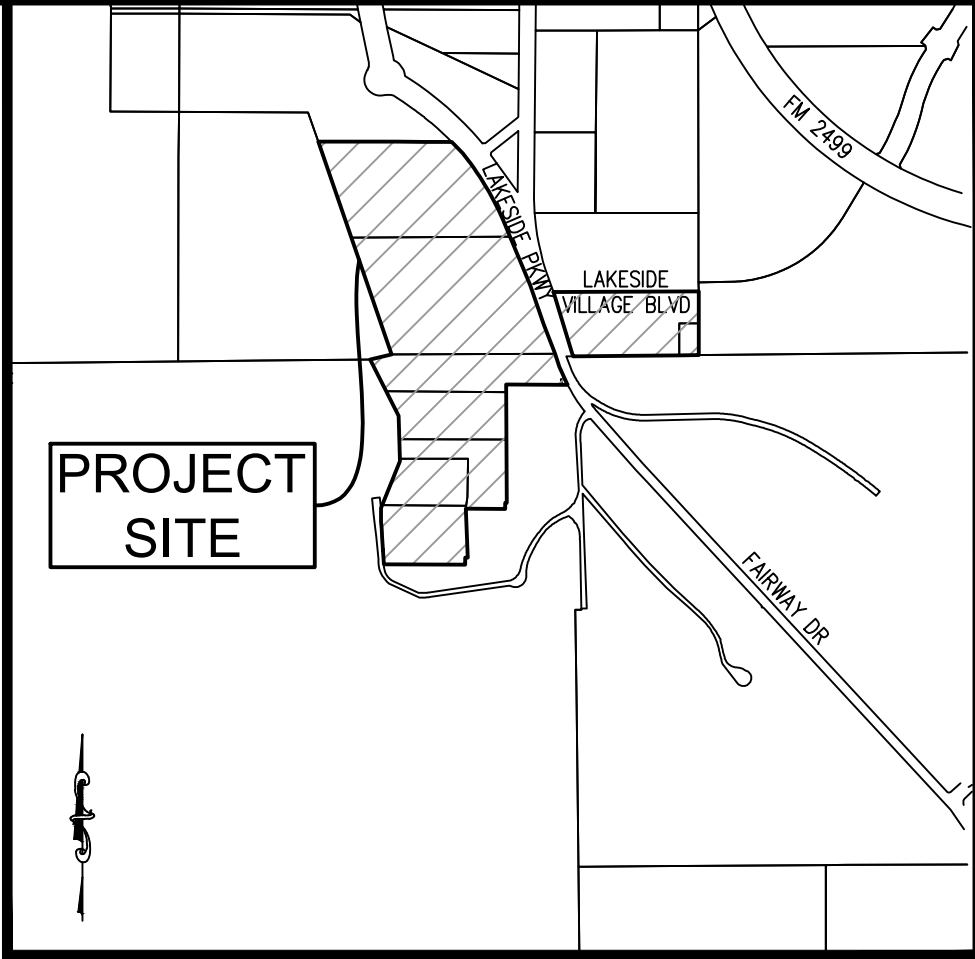
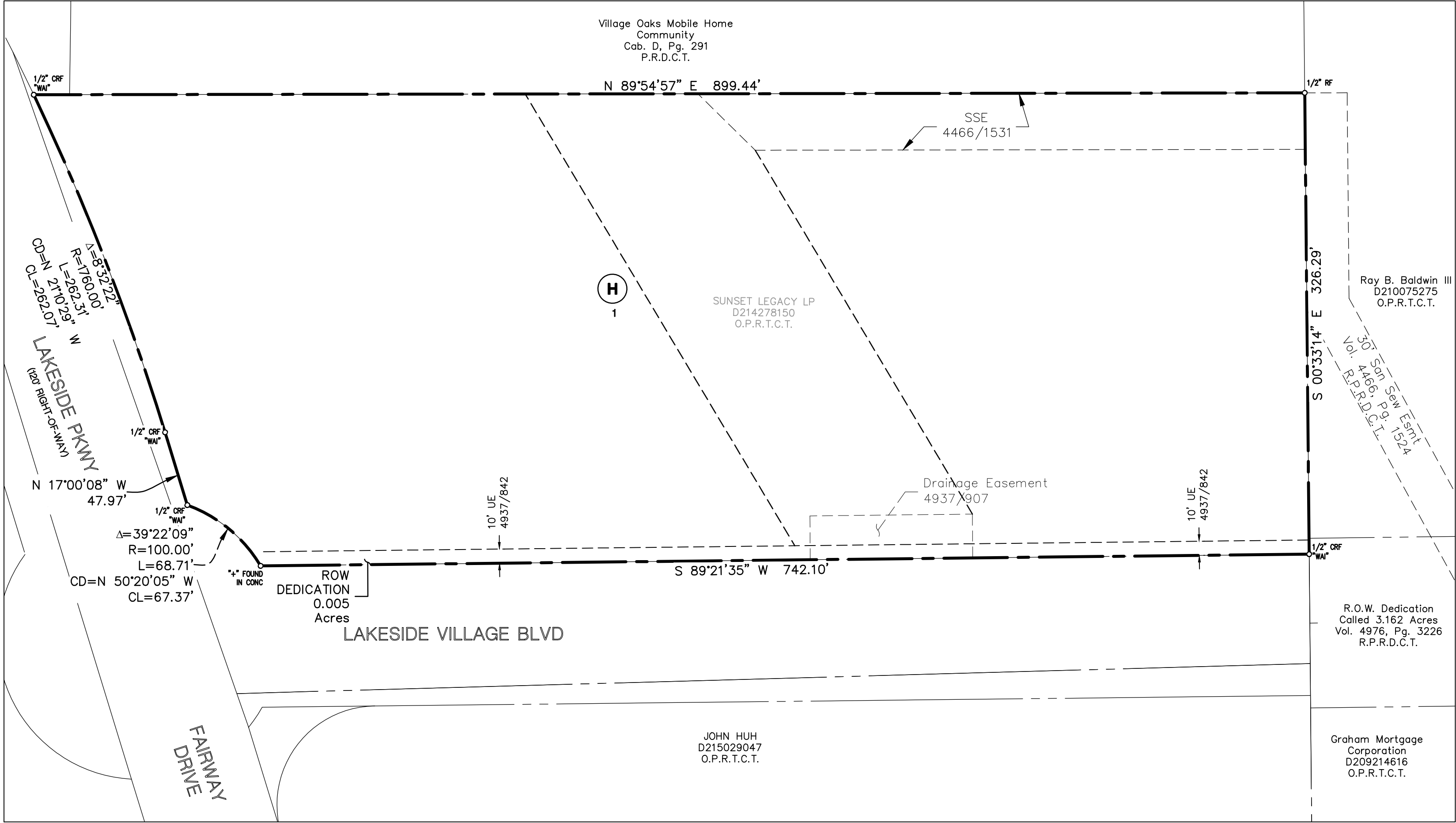
THENCE with the west line of said Sunset Legacy tract, and the east line of said Lakeside Parkway, the following three (3) courses and distances:

Northwesterly, with the arc of a curve to the left, having a radius of 100.00 feet, a central angle of 39°22'09", an arc length of 68.71, and whose chord bears N 50°20'05" W, a distance of 67.37 feet, to a 1/2" capped rebar found, stamped "WA";

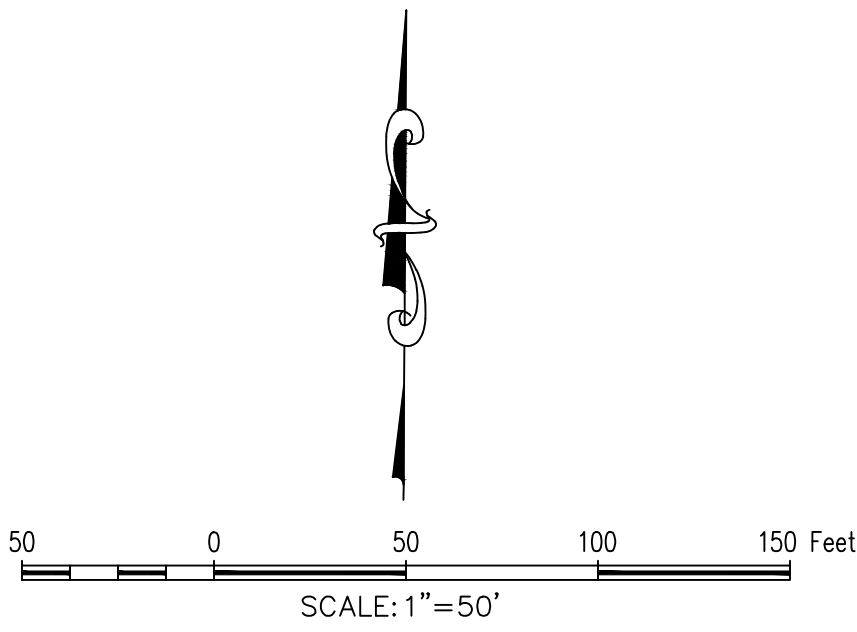
N 17°00'08" W, a distance of 47.97 feet, to a 1/2" capped rebar found, stamped "WA";

Northwesterly, with the arc of a curve to the left, having a radius of 1760.00 feet, a central angle of 8°32'22", an arc length of 262.31 feet, and whose chord bears N 21°10'29" W, a distance of 262.07 feet, to a 1/2" capped rebar, stamped "WA", found at the northwest corner of said Sunset Legacy tract, and being in the south line of Royal Oaks Drive;

THENCE N 89°54'57" E, with the north line of said Sunset Legacy tract, and the south line of said Royal Oaks drive, passing at a distance of 25.31 feet, the southwest corner of said Village Oaks, continuing a total distance of 899.44 feet to the POINT OF BEGINNING and containing approximately 6.305 acres of land.



VICINITY MAP: NOT TO SCALE



DEVELOPMENT PLAN
LOTS 1-10, 11X, Block A
LOTS 1-26, 27X, 28X, & 29X, BLOCK B
LOTS 1-13, BLOCK C
LOTS 1-5, 6X, BLOCK D
LOTS 1-5, 6X, BLOCK E
LOT 1-3, 4X & 5X, BLOCK F
LOT 1, BLOCK G
LOT 1, BLOCK H
LAKESIDE VILLAGE
40.555 Acres
in the
J. N. TANNEHILL SURVEY, ABSTRACT NO. 1252
DAVID K. TANNEHILL SURVEY, ABSTRACT NO. 1524
TOWN OF FLOWER MOUND
TARRANT COUNTY, TEXAS

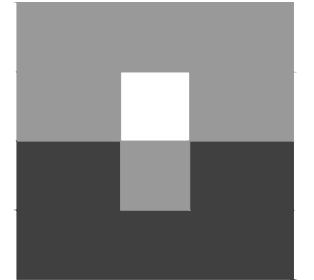
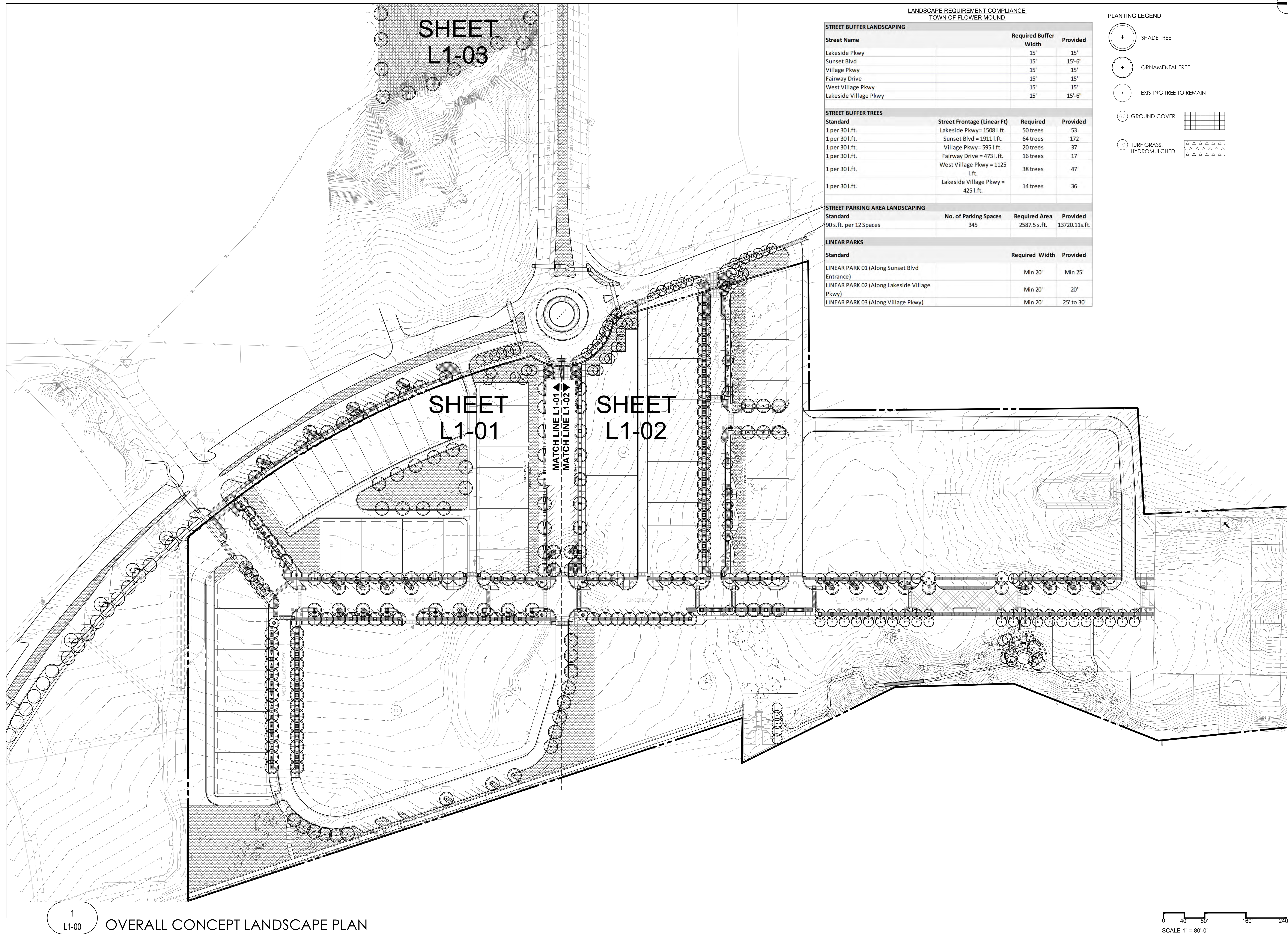
PAGE 3 OF 3



The John R. McAdams
Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
972.436.9712
201 County View Drive
Roanoke, Texas 76262
940.240.1012
TBPE: 19762 TBPLS: 10194440
www.gacm.com
www.mcadamsco.com

DRAWN BY: BC DATE: 6/12/19 SCALE: NOT TO SCALE JOB. No. 18217

OWNER/DEVELOPER
SUNSET LEGACY, LP
909 LAKE CAROLYN PKWY.
SUITE 160
IRVING, TX 76039
Ph. 469.633.4131
Contact: JIMMY ARCHIE



KEVIN
SLOAN
STUDIO

218 WEST DAVIS STREET
DALLAS, TEXAS 75208
214.269.7650

LAKE SIDNEY
VILLAGE

FLOWER MOUND, TX

SUBMITTAL STATUS: DEVELOPMENT PLAN

DATE: JANUARY 17, 2020

DESIGN BY: KS

DRAWN BY: LD, MS

JOB NUMBER

SEAL

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REVISIONS

[illegible]

SHEET NAME

OVERALL
CONCEPT LANDSCAPE
PLAN

SHEET NUMBER

L1-00

PLANTING LEGEND

- SHADE TREE
- ORNAMENTAL TREE
- EXISTING TREE TO REMAIN
- GROUND COVER
- TURF GRASS, HYDROMULCHED



KEVIN
SLOAN
STUDIO

1218 WEST DAVIS STREET
DALLAS, TEXAS 75208
214.269.7650

LAKESIDE
VILLAGE

FLOWER MOUND, TX

SUBMITTAL STATUS: DEVELOPMENT PLAN

DATE: JANUARY 17, 2020

DESIGN BY: KS

DRAWN BY: LD, MS

JOB NUMBER:

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ARCHITECT. CONTRACTOR SHALL CHECK AND VERIFY ALL
DIMENSIONS AND CONDITIONS AT JOB SITE.

REVISIONS

#	DATE ISSUED	DESCRIPTION

SHEET NAME

CONCEPT LANDSCAPE
PLAN

SHEET NUMBER

L1-01

1

L1-01

CONCEPT LANDSCAPE PLAN

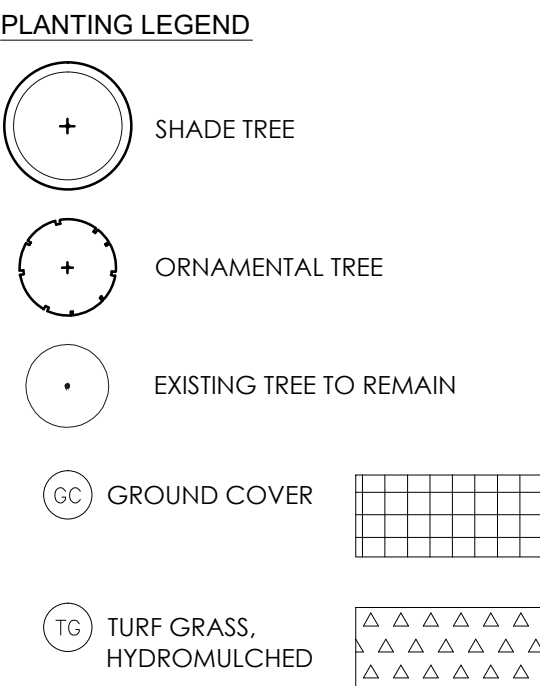
0 25 50 100 200
SCALE 1" = 50'-0"



LAKE SIDE
VILLAGE

JOB NUMBER

L1-02



1
L1-02) CONCEPT LANDSCAPE PLAN



1218 WEST DAVIS STREET
DALLAS, TEXAS 75208
214.269.7650

LAKESIDE
VILLAGE

FLOWER MOUND, TX

SUBMITTAL STATUS: DEVELOPMENT PLAN

DATE: JANUARY 17, 2020

DESIGN BY: KS

DRAWN BY: LD, MS

JOB NUMBER:

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REVISIONS

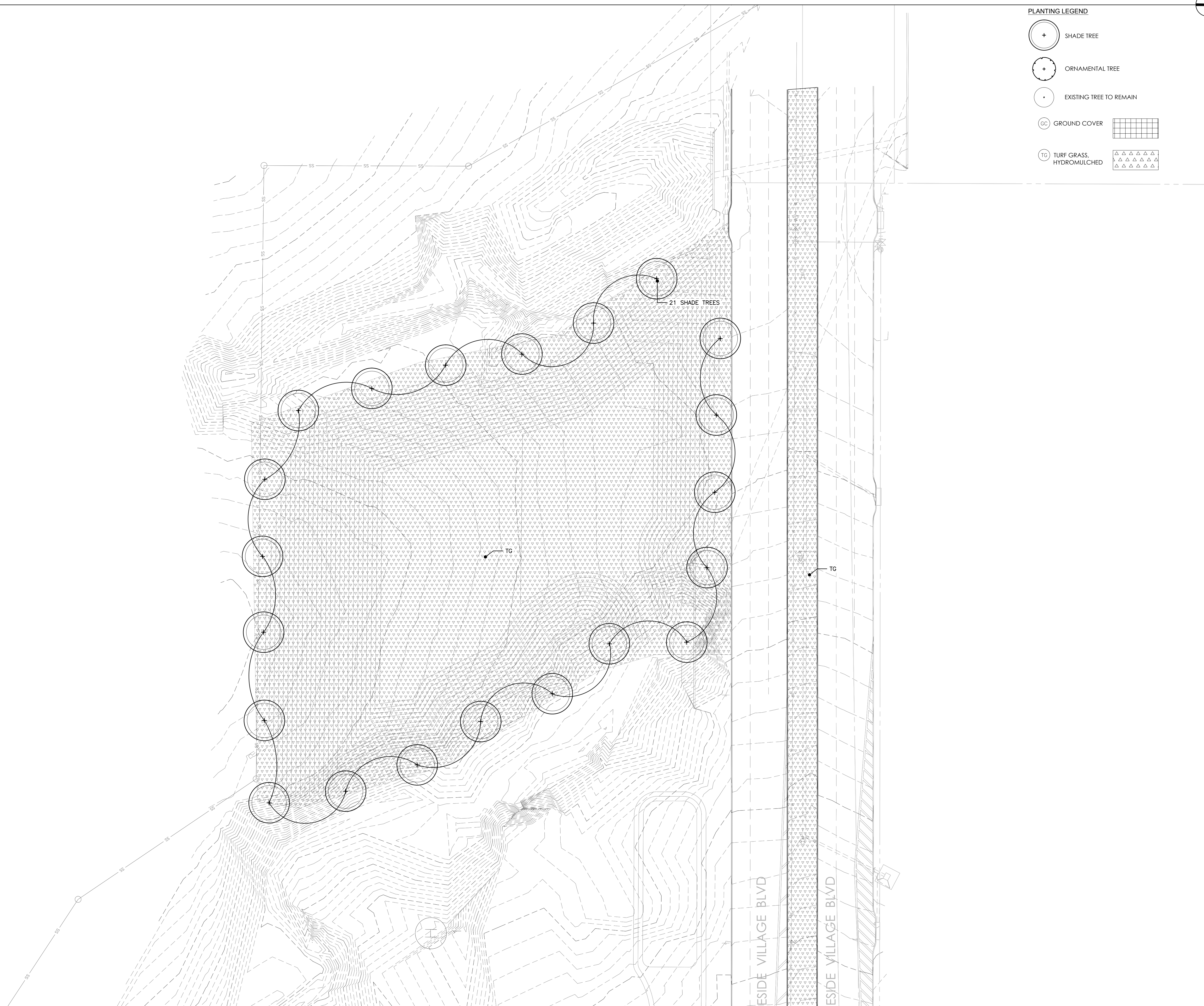
[illegible]

SHEET NAME

CONCEPT LANDSCAPE PLAN

SHEET NUMBER

L1-03



1
L1-03

CONCEPT LANDSCAPE PLAN

0 15' 30' 60' 90'

SCALE 1" = 30'-0"



KEVIN
SLOAN
STUDIO

1218 WEST DAVIS STREET
DALLAS, TEXAS 75208
214.269.7650

LAKESIDE VILLAGE

FLOWER MOUND, TX

SUBMITTAL STATUS: DEVELOPMENT PLAN

DATE: JANUARY 17, 2020

DESIGN BY: KS

DRAWN BY: LD, MS

JOB NUMBER:

SEAL

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ARCHITECT. CONTRACTOR SHALL CHECK AND VERIFY ALL
DIMENSIONS AND CONDITIONS AT JOB SITE.

REVISIONS

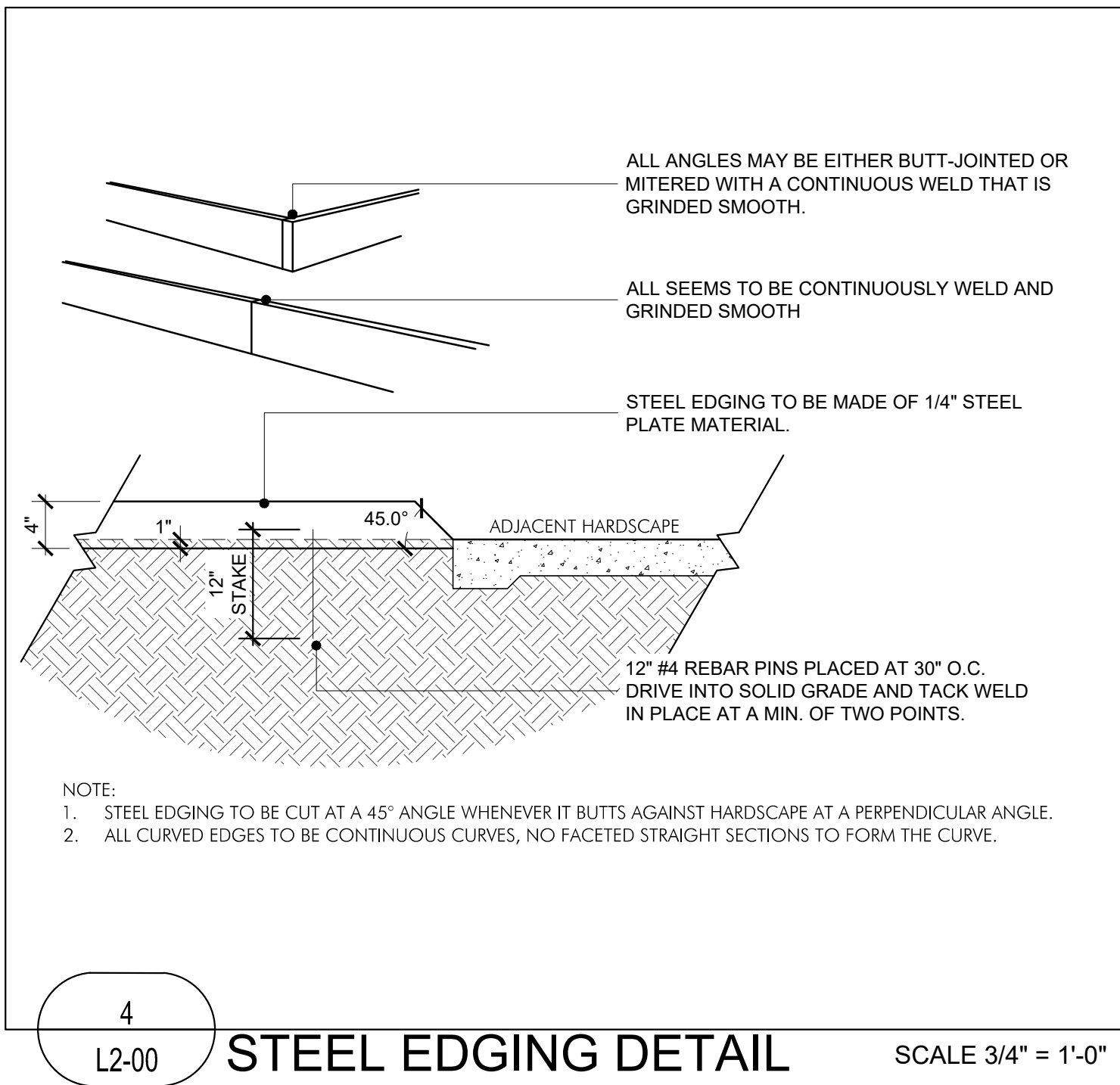
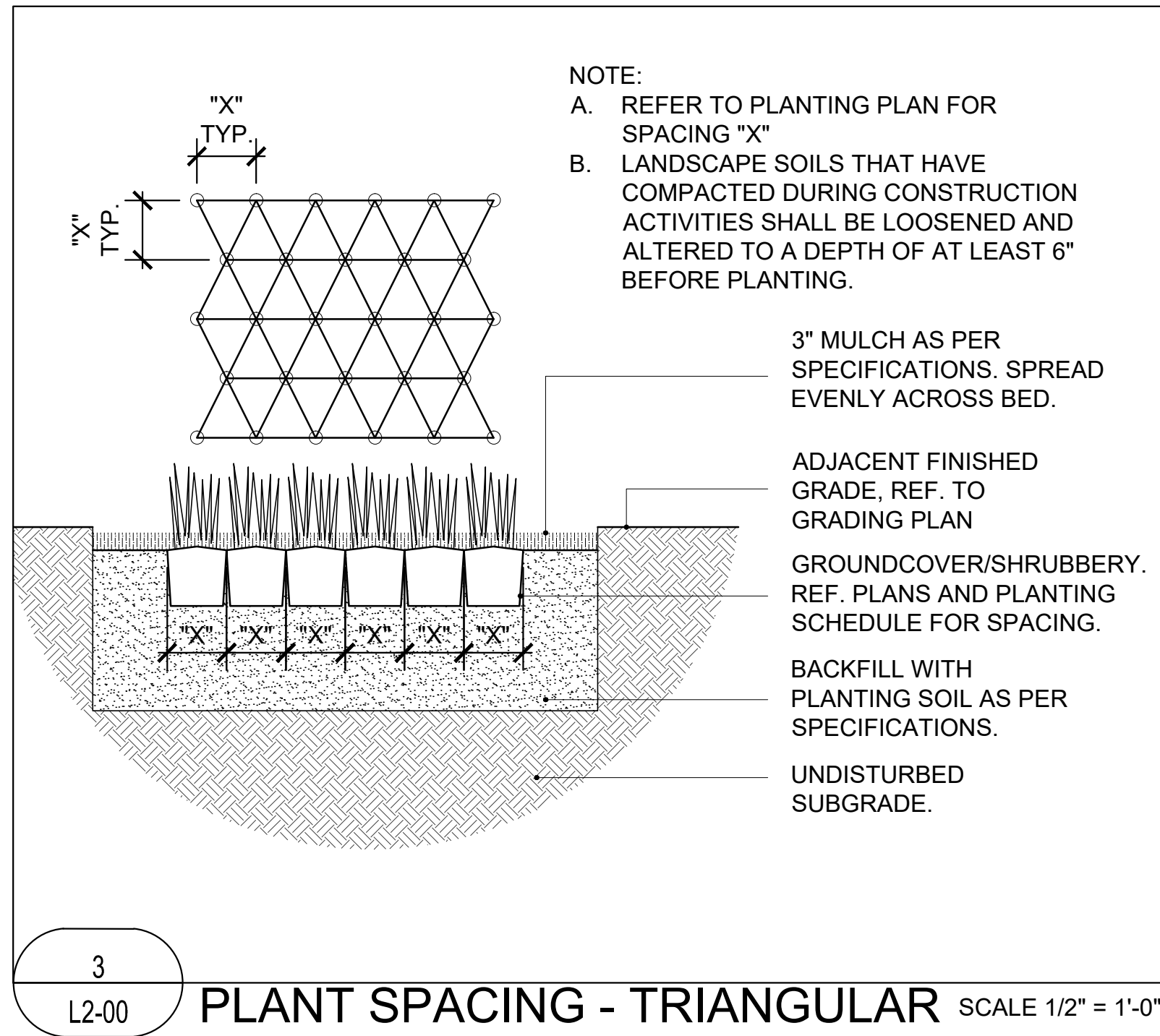
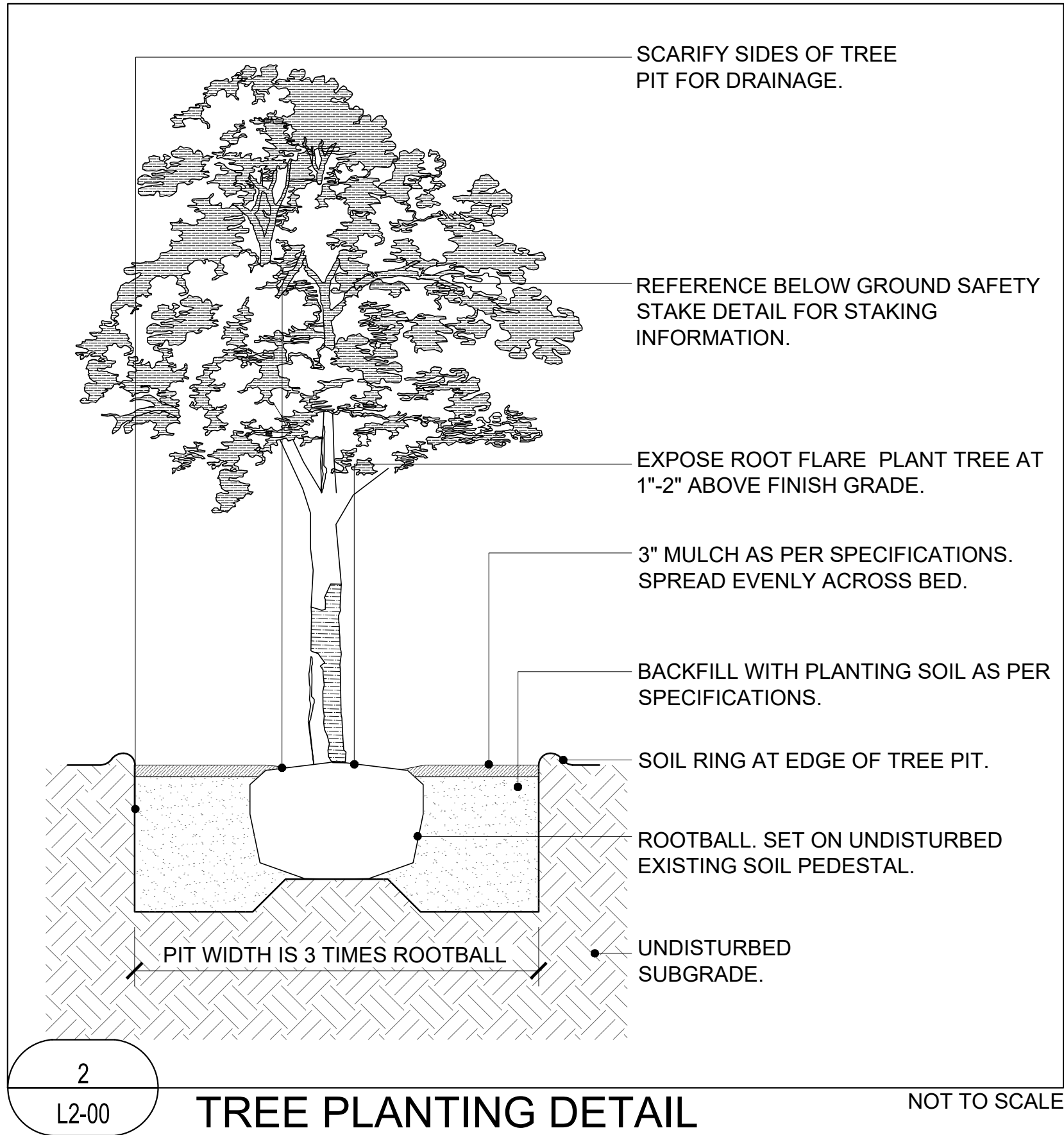
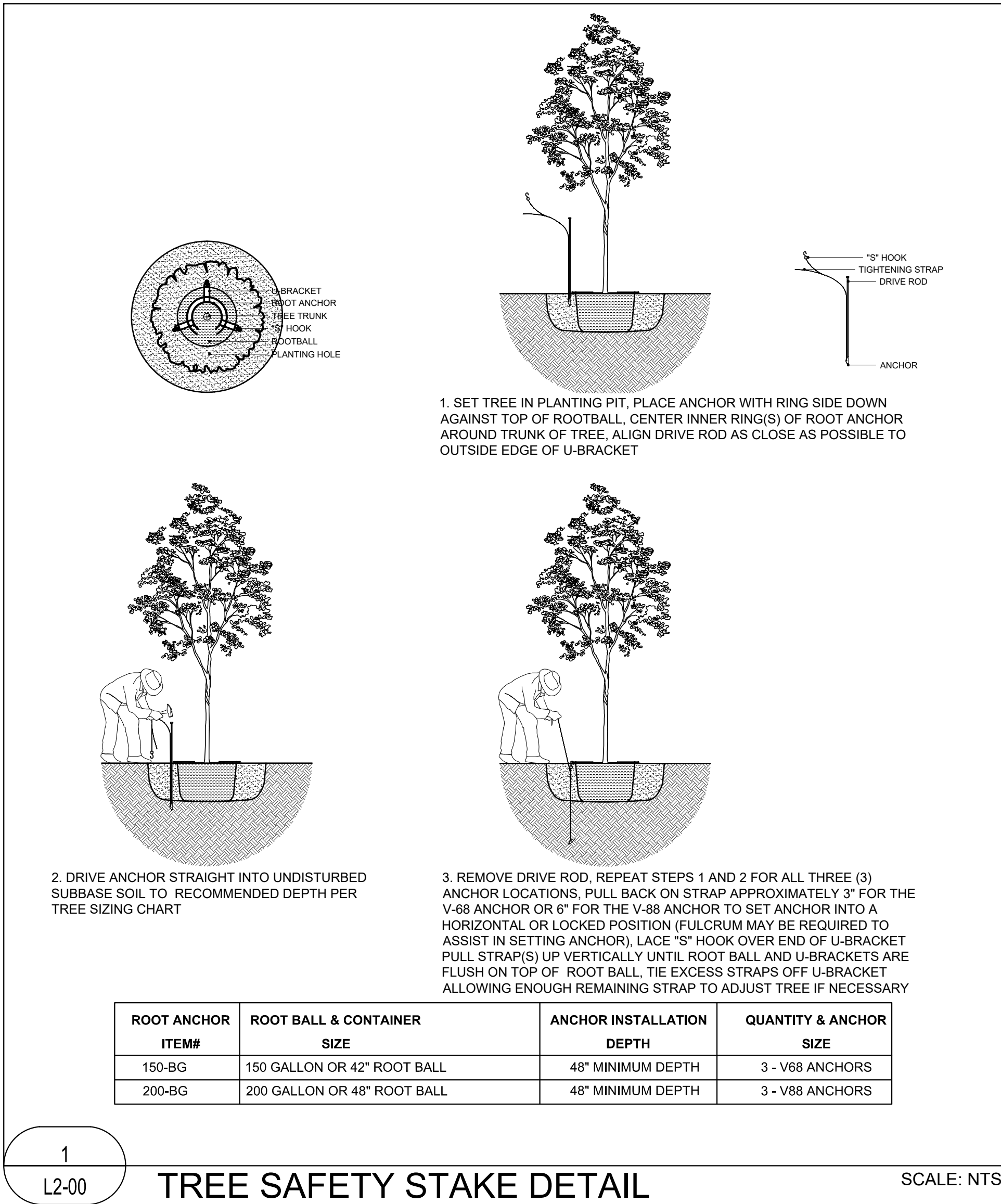
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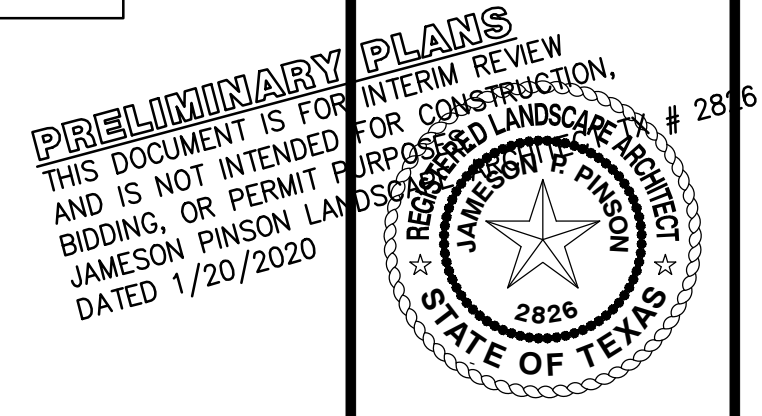
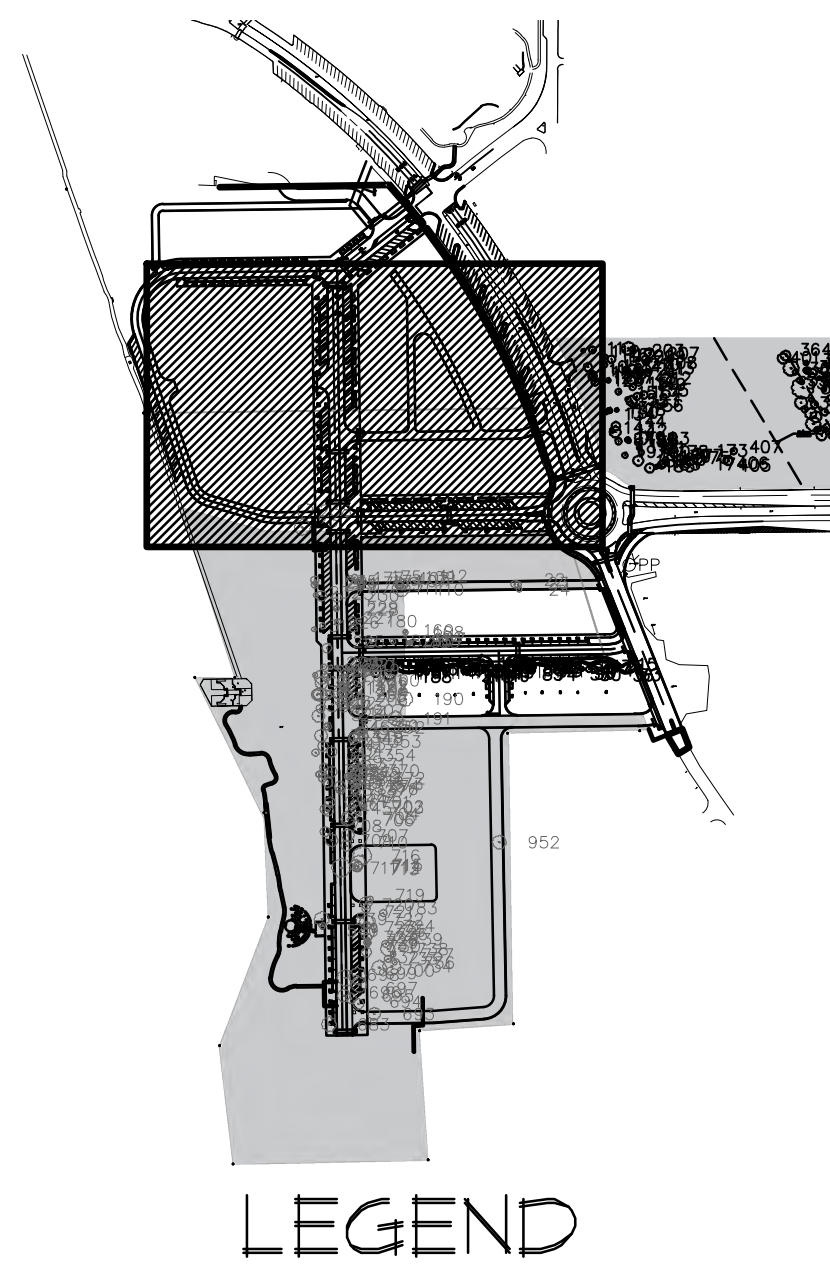
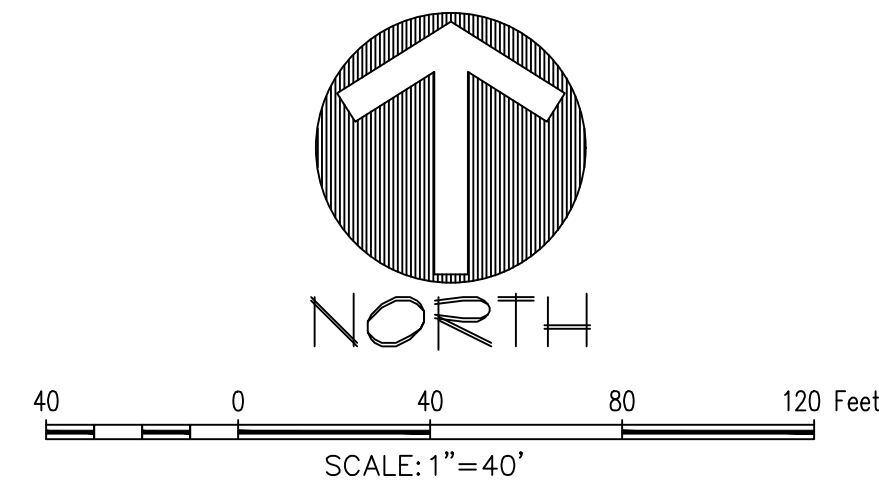
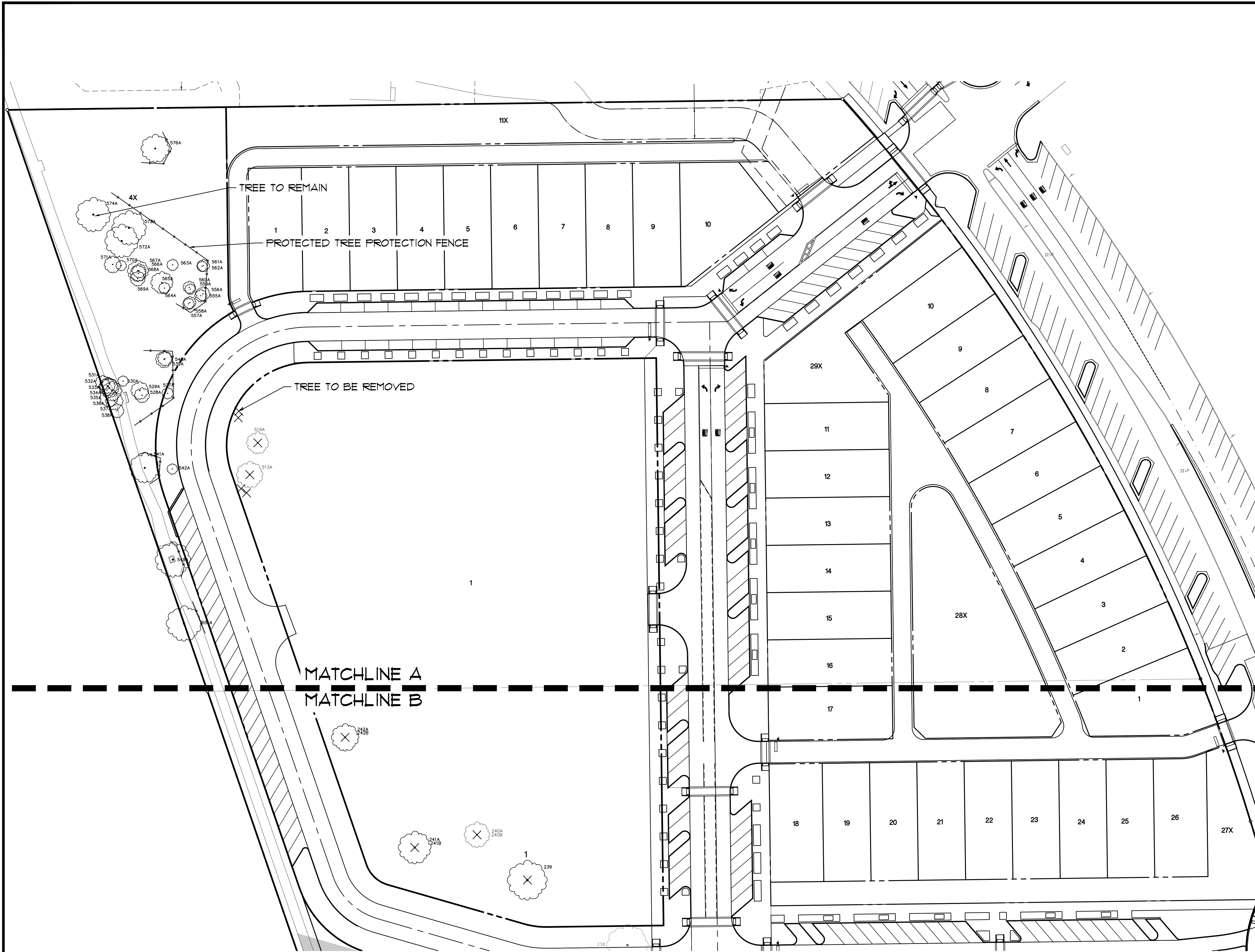
SHEET NAME

DETAILS

SHEET NUMBER

L2-00





OWNER/DEVELOPER
SUNSET LEGACY, LP
809 LAKE CAROLYN PKWY, SUITE 150
IRVING, TX 76039
Ph. 469.633.4131
Contact: JIMMY ARCHIE

LAKESIDE VILLAGE
35.989 Acres
in the
J.N. TANNEHILL SURVEY, ABSTRACT NO. 1548
DAVID K. TANNEHILL SURVEY, ABSTRACT NO. 1524
TOWN OF FLOWER MOUND
TARRANT COUNTY, TEXAS

TREE SURVEY

Drawn By: ---
Date: 06/24/2019
Scale: 1" = 40'
Revisions:
08/02/2019
11/01/2019
11/25/2019

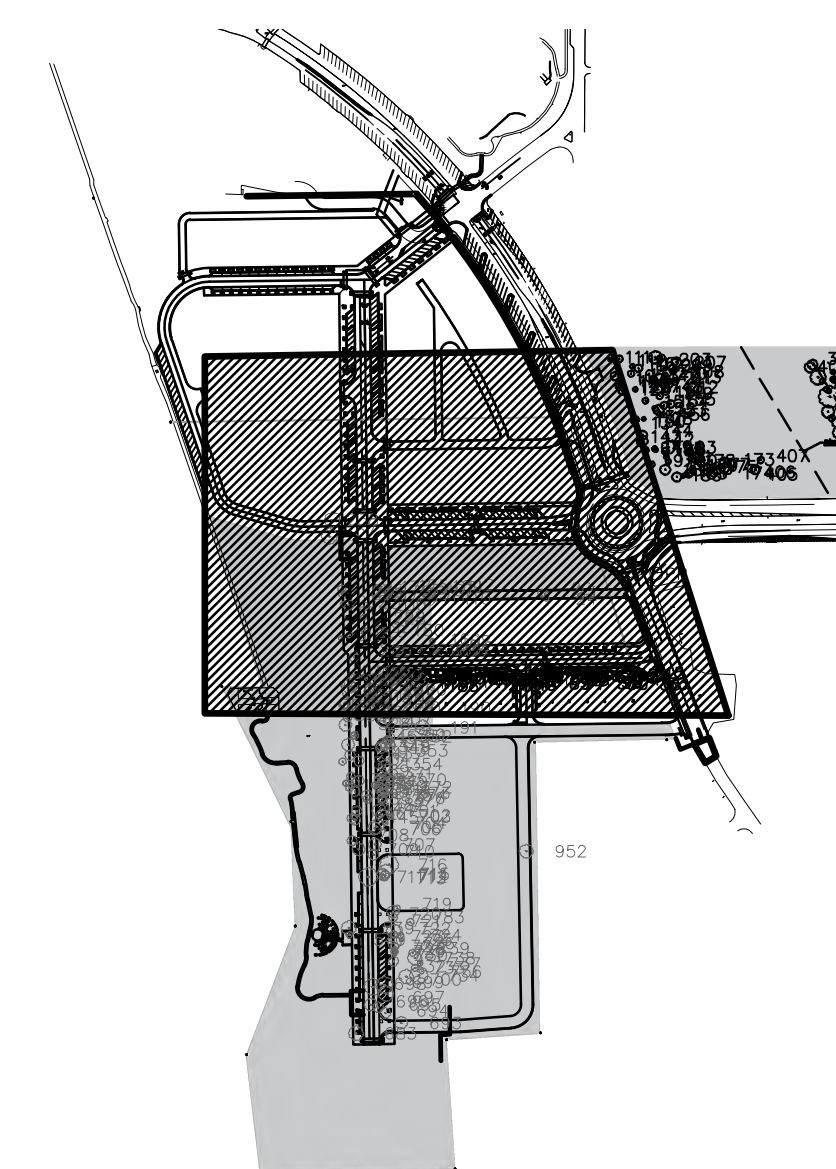
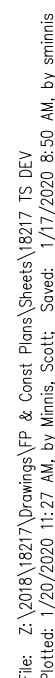
18217

T1.0

The John R. McAdams
Surveying & Mapping, Inc.
111 Hillside Drive
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972.436.9712
201 County View Drive
Roanoke, Texas 76262
TSP# 10762 TSP# S 10194440
www.mcadamsco.com

MCADAMS

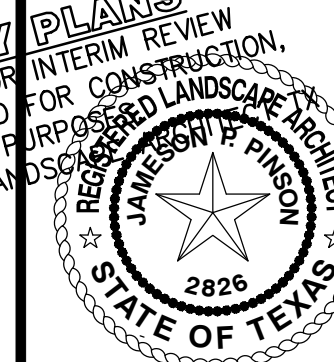
LAKESIDE VILLAGE



	SPECIMEN TREE TO BE REMOVED
	SPECIMEN TREE PROTECTION FENCE
	TREE TO BE REMOVED
	PROTECTED TREE PROTECTION FENCE
	NON-RESIDENTIAL ZONING

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
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BIDDING, OR PERMIT PURPOSES.
JAMESON PINSON LANDSCAPE ARCHITECT
DATED 1/20/2020

REGISTERED LANDSCAPE ARCHITECT
JAMESON P. PINSON
2826
2826



Drawn By: --
Date: 06/24/2019
Scale: 1"=40'
Revisions:
08/02/2019
11/01/2019
11/25/2019

OWNER/DEVELOPER
SUNSET LEGACY, LP
909 LAKE CAROLYN PKWY. SUITE 150
IRVING, TX 75039
Ph. 469.633.4131
Contact: JIMMY ARCHIE

18217

(T1.1

The John R. McAdams
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972. 436. 9712

201 Country View Drive
Roanoke, Texas 76262
940. 240. 1012

SP#E: 19762 TBPLS: 101944440
www.gacon.com

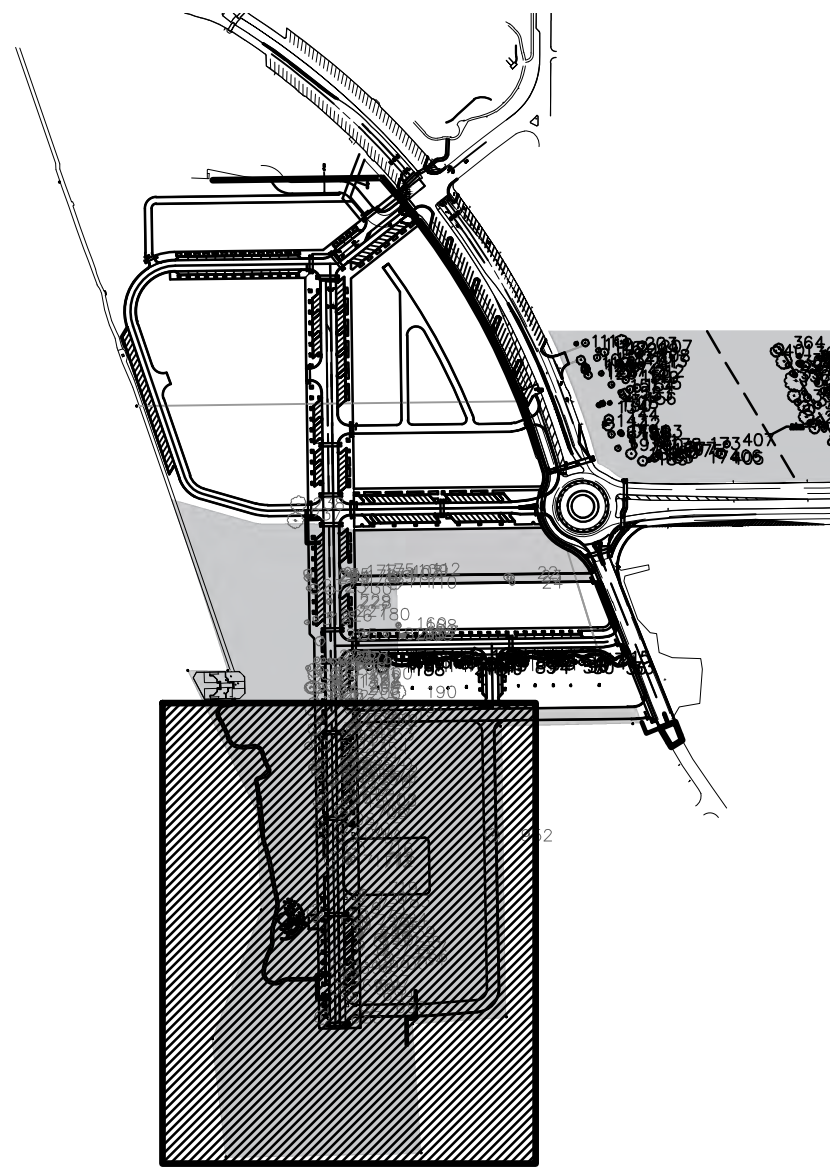
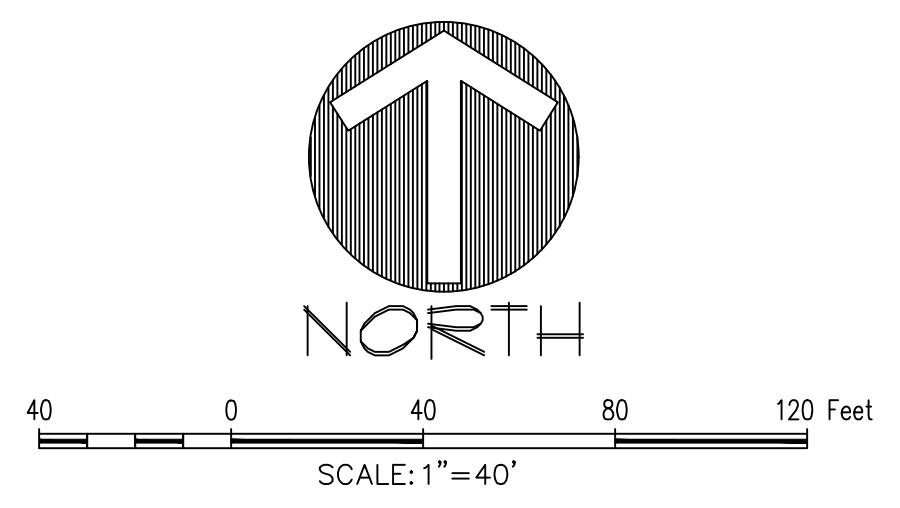
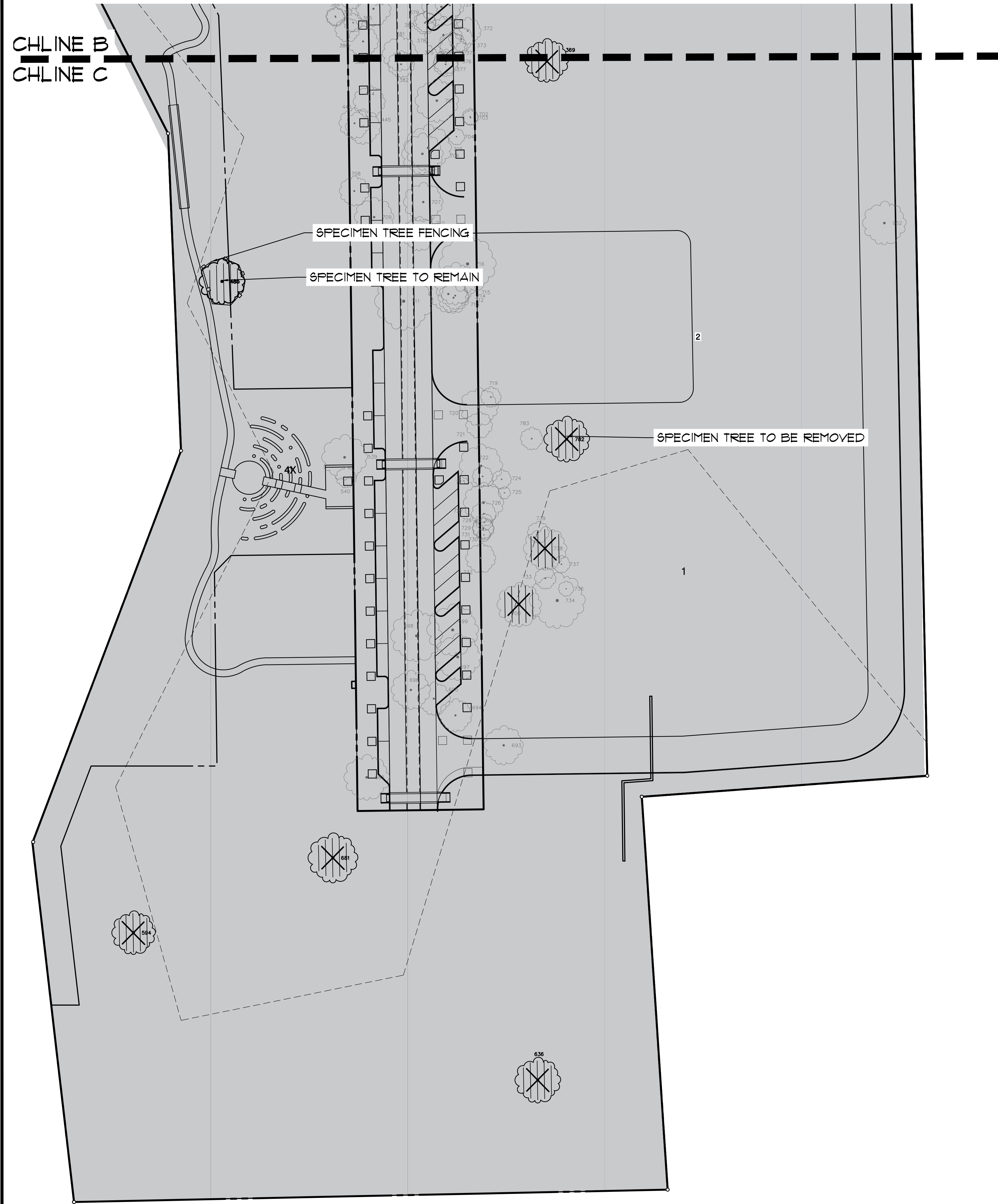


LAKE SIDE VILLAGE
35,989 Acres
in the
J.N. TANNEHILL SURVEY, ABSTRACT NO. 1548
DAVID K. TANNEHILL SURVEY, ABSTRACT NO. 1524
TOWN OF FLOWER MOUND
TARRANT COUNTY, TEXAS

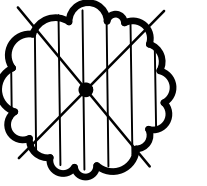
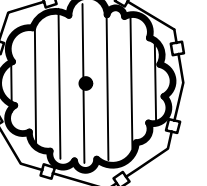
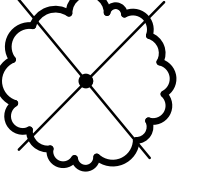
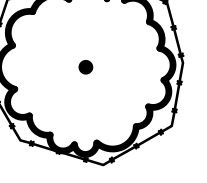
LAKESIDE VILLAGE

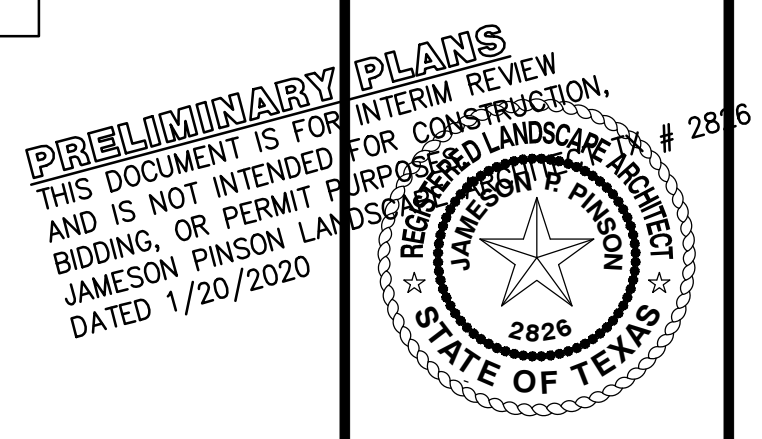
TREE SURVEY

LAKESIDE VILLAGE
www.thelakevillage.com



LEGEND

-  SPECIMEN TREE TO BE REMOVED
-  SPECIMEN TREE PROTECTION FENCE
-  TREE TO BE REMOVED
-  PROTECTED TREE PROTECTION FENCE
-  NON-RESIDENTIAL ZONING



OWNER/DEVELOPER
SUNSET LEGACY, LP
909 LAKE CAROLYN PKWY, SUITE 150
IRVING, TX 76039
Ph. 469.633.4131
Contact: JIMMY ARCHIE

LAKESIDE VILLAGE
35.989 Acres
in the
J.N. TANNEHILL SURVEY, ABSTRACT NO. 1548
DAVID K. TANNEHILL SURVEY, ABSTRACT NO. 1524
TOWN OF FLOWER MOUND
TARRANT COUNTY, TEXAS

TREE SURVEY

Drawn By: --
Date: 06/24/2019
Scale: 1"=40'
Revisions:
08/02/2019
11/01/2019
11/25/2019

18217

T1.2

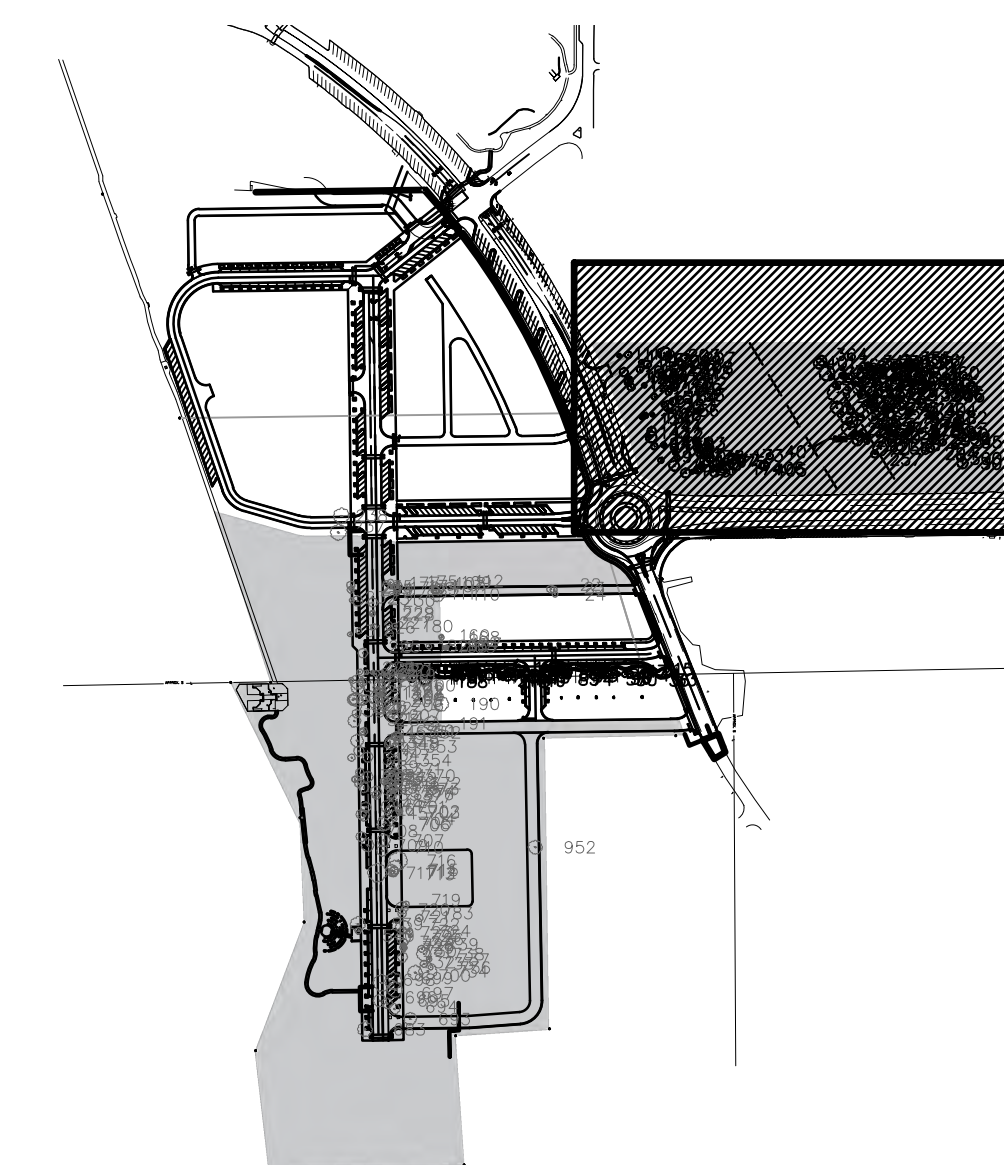
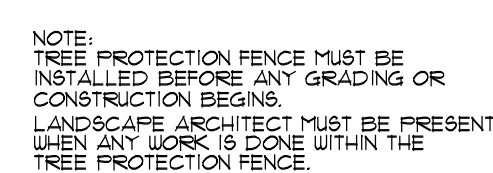


Diagram illustrating tree types and zoning symbols:

- SPECIMEN TREE TO BE REMOVED**: Tree symbol with vertical lines and an 'X' over it.
- SPECIMEN TREE PROTECTION FENCE**: Tree symbol with vertical lines and a fence line around it.
- TREE TO BE REMOVED**: Tree symbol with an 'X' over it.
- PROTECTED TREE PROTECTION FENCE**: Tree symbol with a fence line around it.

NON-RESIDENTIAL ZONING: Represented by a grey square.



NOTE:
TREE PROTECTION FENCE MUST BE
INSTALLED BEFORE ANY GRADING OR
CONSTRUCTION BEGINS.
LANDSCAPE ARCHITECT MUST BE PRESEN
WHEN ANY WORK IS DONE WITHIN THE
TREE PROTECTION FENCE.

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
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PURPOSE
JAMESON PINSON LANDSCAPE ARCHITECT
REGISTERED LANDSCAPE ARCHITECT
JAMESON PINSON
2826
2826

T1.3

LAKE SIDE VILLAGE
In the
35.989 Acres

LAKESIDE VILLAGE

ESIDE VILLA
35.989 Acres

J.N. TANNEHILL SURVEY, ABSTRACT NO. 1548
DAVID K. TANNEHILL SURVEY, ABSTRACT NO. 1524
TOWN OF FLOWER MOUND
TARRANT COUNTY, TEXAS



McADAMS

**The John R. McAdams
Company, Inc.**
111 Hillside Drive
Lewisville, Texas 75057
972. 436. 9712

201 Country View Drive
Roanoke, Texas 76262
940. 240. 1012

BPE: 19762 TBPLS: 101944401
www.nacpe.com

LAKESIDE VILLAGE

LIST #	TREE #	CAL. INCH	COMMON NAME	BOTANICAL NAME	PROTECTED	SPECIMEN	REMOVED	REMARKS	RESIDENTIAL	CREDITS	DEBITS
1	509A	8.5	POST OAK	<i>Quercus stellata</i>	Yes	No	Yes		Yes		1
2	510A	9	BLACKJACK OAK	<i>Quercus marilandica</i>	Yes	No	Yes		Yes		1
3	513A	15	BLACKJACK OAK	<i>Quercus marilandica</i>	Yes	No	Yes		Yes		1
4	519A	12.5	POST OAK	<i>Quercus stellata</i>	Yes	No	Yes		Yes		1
5	520A	7	POST OAK	<i>Quercus stellata</i>	Yes	No	Yes		Yes		1
6	521A	6	POST OAK	<i>Quercus stellata</i>	Yes	No	Yes		Yes		1
7	528A	8.5	POST OAK	<i>Quercus stellata</i>	Yes	No	No		Yes	1	
8	529A	10	POST OAK	<i>Quercus stellata</i>	Yes	No	No		Yes	1	
9	530A	6	BLACKJACK OAK	<i>Quercus marilandica</i>	Yes	No	No		Yes	1	
10	531A	8	POST OAK	<i>Quercus stellata</i>	Yes	No	No		Yes	1	
11	532A	9	POST OAK	<i>Quercus stellata</i>	Yes	No	No		Yes	1	
12	533A	10.5	POST OAK	<i>Quercus stellata</i>	Yes	No	No		Yes	1	
13	534A	11	POST OAK	<i>Quercus stellata</i>	Yes	No	No		Yes	1	
14	535A	11	POST OAK	<i>Quercus stellata</i>	Yes	No	No		Yes	1	
15	536A	10.5	POST OAK	<i>Quercus stellata</i>	Yes	No	No		Yes	1	
16	537A	10	POST OAK	<i>Quercus stellata</i>	Yes	No	No		Yes	1	
17	538A	8	POST OAK	<i>Quercus stellata</i>	Yes	No	No		Yes	1	
18	539A	9.5	BLACKJACK OAK	<i>Quercus marilandica</i>	Yes	No	No		Yes	1	
19	540A	8	BLACKJACK OAK	<i>Quercus marilandica</i>	Yes	No	No		Yes	1	
20	541A	17	POST OAK	<i>Quercus stellata</i>	Yes	No	No		Yes	1	
21	549A	20	POST OAK	<i>Quercus stellata</i>	Yes	No	No		Yes	1	
22	551A	25	POST OAK	<i>Quercus stellata</i>	Yes	No	No		Yes	1	
23	555A	7	BLACKJACK OAK	<i>Quercus marilandica</i>	Yes	No	No		Yes	1	
24	556A	8	BLACKJACK OAK	<i>Quercus marilandica</i>	Yes	No	No		Yes	1	
25	557A	6.5	BLACKJACK OAK	<i>Quercus marilandica</i>	Yes	No	No		Yes	1	
26	558A	7	BLACKJACK OAK	<i>Quercus marilandica</i>	Yes	No	No		Yes	1	
27	559A	6	BLACKJACK OAK	<i>Quercus marilandica</i>	Yes	No	No		Yes	1	
28	560A	7	BLACKJACK OAK	<i>Quercus marilandica</i>	Yes	No	No		Yes	1	
29	561A	7	BLACKJACK OAK	<i>Quercus marilandica</i>	Yes	No	No		Yes	1	
30	562A	6	BLACKJACK OAK	<i>Quercus marilandica</i>	Yes	No	No		Yes	1	
31	563A	6.5	POST OAK	<i>Quercus stellata</i>	Yes	No	No		Yes	1	
32	564A	19	POST OAK	<i>Quercus stellata</i>	Yes	No	No		Yes	1	
33	565A	12.5	POST OAK	<i>Quercus stellata</i>	Yes	No	No		Yes	1	
34	566A	17	POST OAK	<i>Quercus stellata</i>	Yes	No	No		Yes	1	
35	567A	12.5	POST OAK	<i>Quercus stellata</i>	Yes	No	No		Yes	1	
36	568A	9	POST OAK	<i>Quercus stellata</i>	Yes	No	No		Yes	1	
37	569A	8.5	POST OAK	<i>Quercus stellata</i>	Yes	No	No		Yes	1	
38	570A	6	POST OAK	<i>Quercus stellata</i>	Yes	No	No		Yes	1	
39	571A	9.5	POST OAK	<i>Quercus stellata</i>	Yes	No	No		Yes	1	
40	572A	19	POST OAK	<i>Quercus stellata</i>	Yes	No	No		Yes	1	
41	573A	19.5	POST OAK	<i>Quercus stellata</i>	Yes	No	No		Yes	1	
42	574A	28.5	POST OAK	<i>Quercus stellata</i>	Yes	No	No	multitrunk	Yes	1	
43	576A	18	BLACKJACK OAK	<i>Quercus marilandica</i>	Yes	No	No	multitrunk	Yes	1	
44	20	12	POST OAK	<i>Quercus stellata</i>	Yes	No	No		Yes	1	
45	21	8	CEDAR ELM	<i>Ulmus crassifolia</i>	Yes	No	No		Yes	1	
46	34	30	POST OAK	<i>Quercus stellata</i>	Yes	No	No		Yes	1	
47	239	22.5	TEXAS ASH	<i>Fraxinus texensis</i>	Yes	No	No		Yes	1	
48	240A	9.5	TEXAS ASH	<i>Fraxinus texensis</i>	Yes	No	Yes		Yes		1
49	240B	10.5	TEXAS ASH	<i>Fraxinus texensis</i>	Yes	No	Yes		Yes		1
50	241A	11.5	TEXAS ASH	<i>Fraxinus texensis</i>	Yes	No	No		Yes	1	
51	241B	13	TEXAS ASH	<i>Fraxinus texensis</i>	Yes	No	No		Yes	1	
52	242A	9	BLACKJACK OAK	<i>Quercus marilandica</i>	Yes	No	No		Yes	1	
53	242B	11	BLACKJACK OAK	<i>Quercus marilandica</i>	Yes	No	No		Yes	1	
54	369	21	CEDAR ELM	<i>Ulmus crassifolia</i>	Yes	Yes	No	no mitigation	No		
55	485	22	CEDAR ELM	<i>Ulmus crassifolia</i>	Yes	Yes	No	fair condition, no mitigation	No		
56	594	21	BLACKJACK OAK	<i>Quercus marilandica</i>	Yes	Yes	Yes	no mitigation	No		
57	636	22	CEDAR ELM	<i>Ulmus crassifolia</i>	Yes	Yes	Yes	no mitigation	No		
58	681	24	BLACKJACK OAK	<i>Quercus marilandica</i>	Yes	Yes	Yes	no mitigation	No		
59	700	21.5	CEDAR ELM	<i>Ulmus crassifolia</i>	Yes	Yes	Yes	no mitigation	No		
60	738	21	CEDAR ELM	<i>Ulmus crassifolia</i>	Yes	Yes	Yes	no mitigation	No		
61	782	22	CEDAR ELM	<i>Ulmus crassifolia</i>	Yes	Yes	Yes	no mitigation	No		
62	164B	38.5	AMERICAN ELM	<i>Ulmus americana</i>	Yes	Yes	No	no mitigation	No		
63	408B	28	CEDAR ELM	<i>Ulmus crassifolia</i>	Yes	Yes	No	no mitigation	No		

TREE MITIGATION TABLE	
Total # of specimen trees:	10
Specimen trees to be removed within a residential zone:	0
Specimen tree credits (less PO):	0
Specimen tree mitigation (2X cal. Inches removed)/3":	0
	53
Protected trees within a residential zone:	
Protected tree mitigation:	8
Protected tree credits:	45
Total required tree mitigation:	-37

TREE PRUNING, REMOVAL AND PROTECTION MEASURES

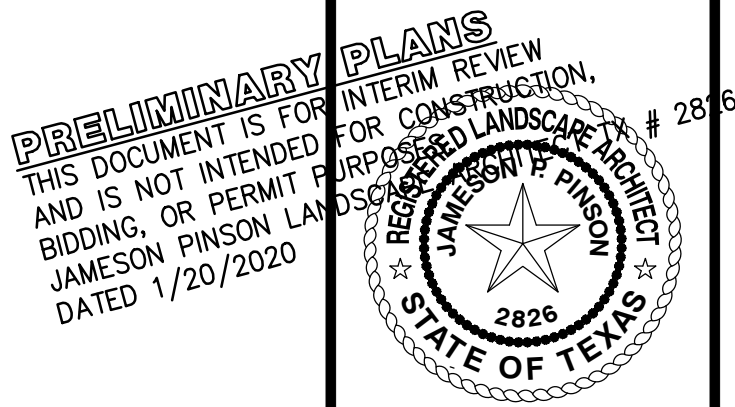
- A. QUALITY ASSURANCE
- 1) Comply with applicable Federal, state, county and local regulations governing landscape work.
 - 2) employ only experienced personnel. Provide adequate supervision by qualified foreman.
- B. JOB CONDITIONS
- 1) Coordination: Coordinate and cooperate with other contractors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

The John R. McAdams
Firm, Inc.
111 Hillside Drive
Lewisville, Texas 75057
972.436.9712
201 County View Drive
Roanoke, Texas 76262
TEPE-19762 T&E, S. 01034440
www.mcadamsco.com



LAKESIDE VILLAGE
35.989 Acres
in the
J.N. TANNEHILL SURVEY, ABSTRACT NO. 1548
DAVID K. TANNEHILL SURVEY, ABSTRACT NO. 1524
TOWN OF FLOWER MOUND
TARRANT COUNTY, TEXAS

TREE SURVEY



Drawn By: --
Date: 06/24/2019
Scale:
Revisions:
06/02/2019

18217

OWNER/DEVELOPER
SUNSET LEGACY, LP
809 LAKE CAROLYN PKWY, SUITE 150
IRVING, TX 75039
Ph. 469.633.4181
Contact: JIMMY ARCHIE

T1.4



TOWN COUNCIL AGENDA ITEM NO. 21

REGULAR ITEM

DATE: February 3, 2020

FROM: Lexin Murphy, Director of Planning Services

ITEM: Public Hearing to consider an ordinance for rezoning (MU19-0001 - Lakeside Village) to amend Mixed Use District 1 (MU-1) to allow for phasing of the necessary parking infrastructure in Lakeside Village. The property is generally located west of Long Prairie Road along both sides of Lakeside Parkway and south of its intersection with Northwood Drive. *(The Planning and Zoning Commission recommended approval by a vote of 4 to 3 at its January 13, 2020, meeting.)*



SUMMARY DATA:

- At the time the MU-TEN and MU-C(3) Subzones were incorporated into the Lakeside DFW Mixed Use District-1 (MU-1) on April 16, 2018, the possibility of a Tax Increment Reinvestment Zone (TIRZ) to assist in funding infrastructure and structured parking was discussed.
- During the Strategic Planning Session on June 21, 2019, Town Council indicated they were not interested in pursuing the TIRZ option at this time.
- To allow for the phasing in of structured parking, the applicant is requesting to amend the standards for MU-TEN and MU-C(3) to allow for interim surface parking facilities.

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and draft ordinance for this item. During the P&Z deliberation, there was discussion on the most appropriate way to ensure that interim surface parking lots did not become permanent, including whether construction on a structured parking facility should be required to happen before or concurrently with the construction of an interim surface lot.

P&Z's final recommendation included the following amendment to the ordinance:

- Incorporate a Sunset/Renewal clause of three years.

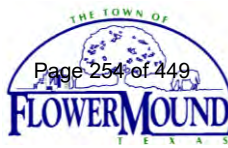
The attached ordinance reflects the change recommended by P&Z.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report
2. Draft Ordinance

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

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



PLANNING AND ZONING COMMISSION

AGENDA ITEM NO: 4

REGULAR ITEM

DATE: January 13, 2020

FROM: Lexin Murphy, Director of Planning Services

ITEM: **Public hearing to consider an ordinance for rezoning (MU19-0001 - Lakeside Village) to amend Mixed Use District 1 (MU-1) to allow for phasing of the necessary parking infrastructure in Lakeside Village. The property is generally located west of Long Prairie Road along both sides of Lakeside Parkway and south of its intersection with Northwood Drive.**

I. ITEM SUMMARY

This application has been reviewed by DRC and determined to be ready for consideration by the Planning and Zoning Commission.

This application will require final action by the Town Council, which is scheduled for February 3, 2020.

II. APPLICATION ANALYSIS

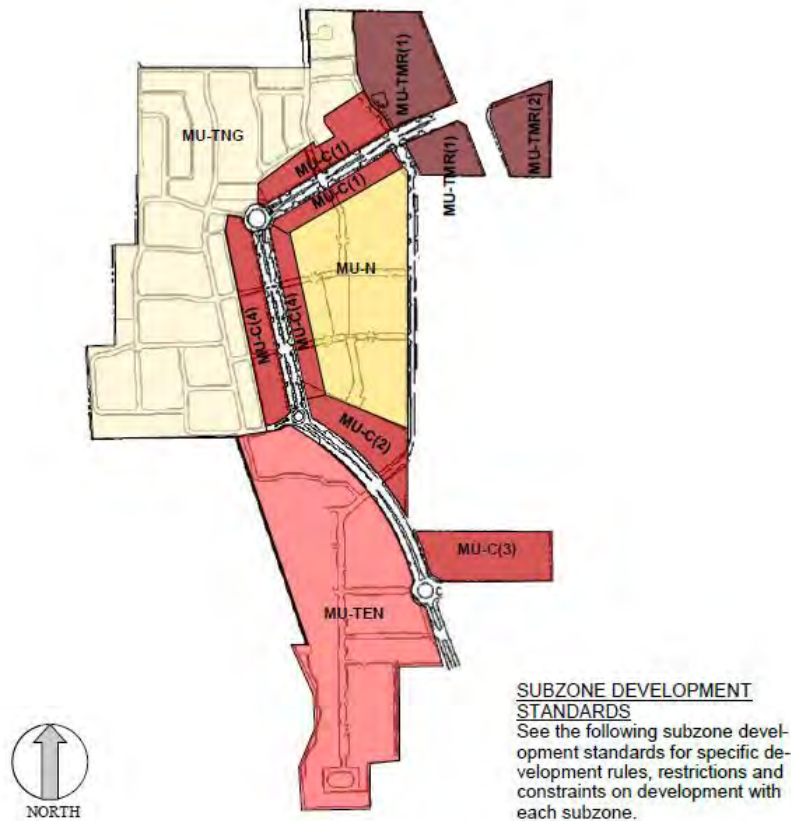
The subject property, identified as the MU-TEN and MU-C(3) Subzones, was incorporated into the Lakeside DFW Mixed Use District-1 (MU-1) on April 16, 2018, by Town Council ([video link](#)).

These areas are projected for future commercial, residential and open space, with parking needs primarily being met through structured parking facilities. At the time the zoning was approved for this project, the possibility of a Tax Increment Reinvestment Zone (TIRZ) to assist in funding infrastructure and structured parking was discussed. However, during the Strategic Planning Session on June 21, 2019, Town Council indicated they were not interested in pursuing that option at this time ([video link](#)). In order to facilitate the phasing in of structured parking, as funding becomes available through the development of other areas of the property, the applicant is requesting to amend the standards for these two Subzones within MU-1 to allow for interim surface parking facilities.

According to the proposed development standards, the interim parking facilities would meet all current requirements for permanent parking facilities in the Lakeside DFW ordinance, except for the restrictions on locating surface parking lots near or adjacent to intersections and along street frontages. The new standards would also allow for a proposed development to meet minimum parking requirements using off-site parking, provided it was through a valet service or parking lot located within 1500 feet of the use it is serving.

Finally, to ensure that no development is left without adequate parking during the time that an interim parking facility is being phased out and a structured parking facility is being constructed, the ordinance requires approval of a site plan application with a transition plan both for the construction and demolition of an interim parking facility.

A map from the Lakeside DFW ordinance is included below illustrating the location of the MU-TEN and MU-C(3) Subzones within the overall development.



III. CORRESPONDENCE

The Town Code requires both public notice in a newspaper of general circulation (Denton Record Chronicle) and notification of the property owners within 200 feet of the subject property for all Mixed Use application requests. MU19-0001 – Lakeside Village had a total of 42 Property Owner Notifications mailed. At the time this report was written, staff had not received any correspondence regarding this item.

IV. ATTACHMENTS

A. Background Information

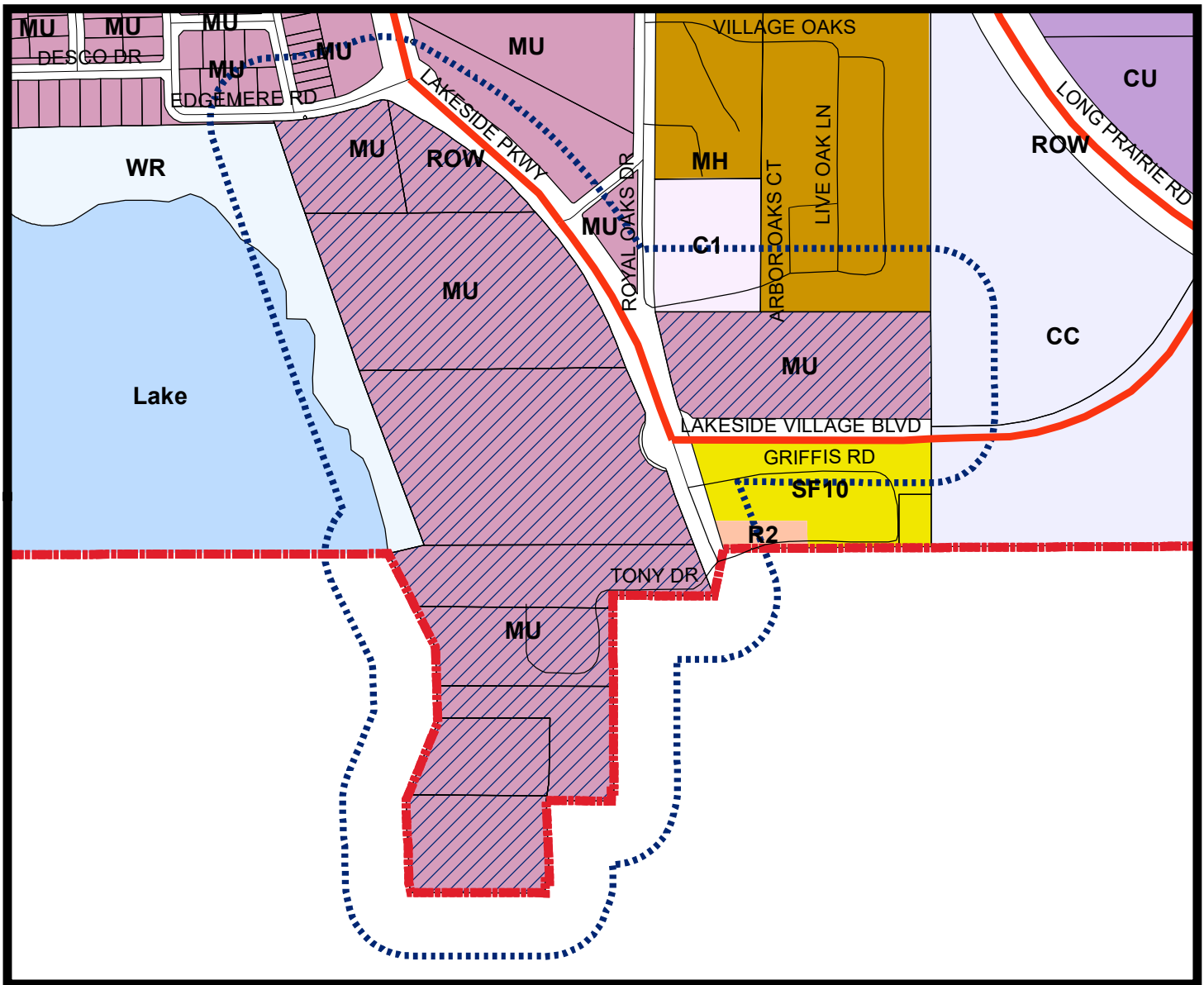
1. Vicinity Map
2. Letter of Intent
3. Existing MU-1 Ordinance

B. Application Details

1. Draft Ordinance Standards

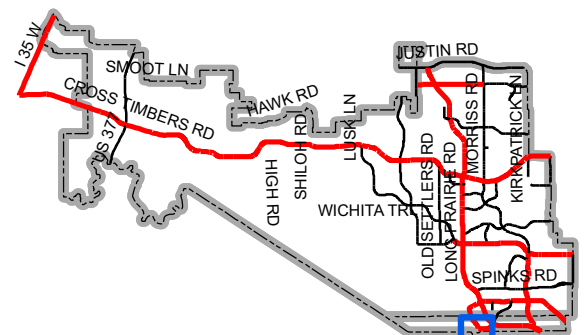
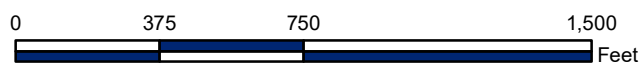
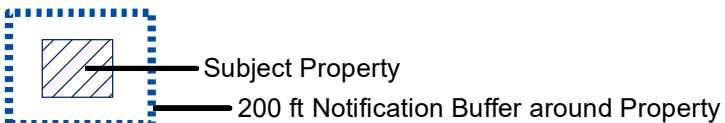
Vicinity Map

Reference Project: MU19-0001

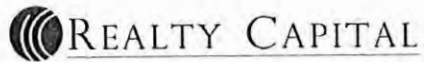


LEGEND

	Campus Commercial		*Combined Uses-See Ordinance		Commercial 1		Lake
	Mixed Use		Mobile Home		Retail 2		Single Family 10
	Water Recreation						



Map Location



September 16, 2019

Tommy Dalton

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

Re: **MU17-0002: AMENDED MIXED USE ZONING**

Letter of Intent, Zoning for Surface Parking Option
Lakeside DFW Village

Mr. Tommy Dalton,

The Lakeside Village zoning describes a completed development that is highly dependent upon structured parking. The Development Code does not anticipate, nor require, that all the buildings within the development be constructed in a single phase. In this development, as in all multi-phase developments, building the development in phases is necessary to keep the financial obligations in balance with market demand, and with the cost of the improvements and anticipated returns.

During the zoning process, the possibility of a TIRZ that would be devoted to structured parking was anticipated to perform this function. Because the TIRZ was not realized, phasing the parking infrastructure is the obvious alternative, and is the only alternative. Since surface parking is a permitted use, and phasing the development is permitted, the applicant's interpretation of the Development Code is that phasing the parking does not require a zoning change.

However, since the Staff has concluded that a phased parking approach constitutes a "Change of Use," the Applicant is proposing additional language to the zoning document to specifically allow this approach to development.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jimmy Archie", with a long horizontal flourish extending to the right.

Jimmy Archie
Partner, Realty Capital Management, LLC

TOWN OF FLOWER MOUND, TEXAS**ORDINANCE NO. 09-18**

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NOS. 63-12, 12-13, 14-15, 58-15 AND 03-17, WHICH ESTABLISHED AND LATER AMENDED MIXED USE DISTRICT-1 (MU-1), ALSO KNOWN AS THE LAKESIDE DFW MIXED USE DEVELOPMENT; BY ADDING 9.0 ACRES OF LAND, BEING ALL OF LOT 1, BLOCK 1, OF THE LAKESIDE HOTEL ADDITION, TARRANT COUNTY, TEXAS; AND CHANGING THE ZONING ON THAT LAND FROM PLANNED DEVELOPMENT DISTRICT NO. 39 (PD-39) WITH COMMERCIAL DISTRICT-2 (C-2) USES TO MIXED USE DISTRICT-1 (MU-1), IN ACCORDANCE WITH THE TOWN'S MASTER PLAN; AND BY REPLACING EXHIBIT "B," TO ORDINANCE NO. 63-12, ENTITLED "LAKESIDE DFW DEVELOPMENT CODE," TO INCLUDE THE ADDITIONAL 9.0 ACRES OF LAND, TO AMEND CERTAIN DEVELOPMENT STANDARDS AND CONCEPTUAL PLANS APPLICABLE ONLY TO SUBZONES MU-TEN, MU-C(2) AND MU-C(3), AND TO INCORPORATE PRIOR AMENDMENTS APPROVED WITH ORDINANCE NOS. 12-13, 14-15, 58-15 AND 03-17 IN ACCORDANCE WITH SPECIFIC REQUIREMENTS STATED HEREIN AND EXHIBITS ATTACHED HERETO; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town of Flower Mound heretofore adopted the Land Development Regulations of the Town of Flower Mound, as amended, which Ordinance regulates and restricts the location and use of buildings, structures and land for trade, industry, residence and other purposes, and provides for the establishment of zoning districts of such number, shape and area as may be best suited to carry out these regulations; and,

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as Lot 1, Block 1, of the Lakeside Hotel Addition and Subzones MU-TEN, MU-C(2) and MU-C(3) within the Lakeside DFW Mixed Use Development have filed an application for a zoning amendment to amend Mixed Use District-1 (MU-1); and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on March 26, 2018, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on April 16-17, 2018, with respect to the proposed zoning amendment described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Local Government Code, Chapter 78 of the Land Development Regulations, and all other laws dealing with notice, publication and procedural requirements for the approval of a zoning amendment on the property;

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

SECTION 1

The Land Development Regulations of the Town of Flower Mound, Texas, as amended, are hereby amended on the hereinafter described property and area as shown below:

9.0 acres of land, being all of Lot 1, Block 1, of the Lakeside Hotel Addition, and Subzones MU-TEN, MU-C(2) and MU-C(3) within the Lakeside DFW Mixed Use Development, Tarrant County, Texas, and more fully described in Exhibit "A" hereto, is hereby rezoned from Mixed Use District-1 (MU-1) and Planned Development District No. 39 (PD-39) with Commercial District-2 (C-2) uses to Mixed Use District-1 (MU-1).

Exhibit "B" to Ordinance No. 63-12, entitled "Lakeside DFW Development Code," is hereby amended to include the additional 9.0 acres of land, being all of Lot 1, Block 1, of the Lakeside Hotel Addition, Tarrant County, Texas, into Mixed Use District-1 (MU-1), and to amend certain development standards and conceptual plans applicable only to MU-TEN, MU-C(2) and MU-C(3), in accordance with Section 2 of this Ordinance, below.

Ordinance Nos. 12-13, 14-15, 58-15 and 03-17, are hereby made applicable to the 9.0 acres of land, being all of Lot 1, Block 1, of the Lakeside Hotel Addition, and Subzones MU-TEN, MU-C(2) and MU-C(3) within the Lakeside DFW Mixed Use Development, Tarrant County, Texas, and said ordinances are hereby incorporated herein by reference.

SECTION 2

Exhibit "B" to Ordinance No. 63-12, entitled "Lakeside DFW Development Code," is hereby further amended in its entirety and is attached hereto as Exhibit "A" and incorporated herein for all purposes allowed by law, and is hereby approved as the revised development code for Mixed Use District-1 (MU-1).

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 Mixed Use District-1 (MU-1), as set forth above.

SECTION 4

The use of the property described above shall be subject to all restrictions, terms and conditions contained in Exhibit "A," attached hereto, as well as the applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town of Flower Mound.

SECTION 5

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

SECTION 6

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

SECTION 7

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

SECTION 8

All rights and remedies of the Town of Flower Mound are expressly saved as to any and all violations of the provisions of the Land Development Regulations or any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 9

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

SECTION 10

This Ordinance shall take effect and be in full force from and after the date of its passage and publication as required by law, and it is so ordained.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, BY A VOTE OF 5 TO 0, ON THIS THE 17TH DAY OF APRIL,
2018.**

APPROVED:

Thomas E. Hayden

Thomas E. Hayden, **MAYOR**

ATTEST:

Theresa Scott

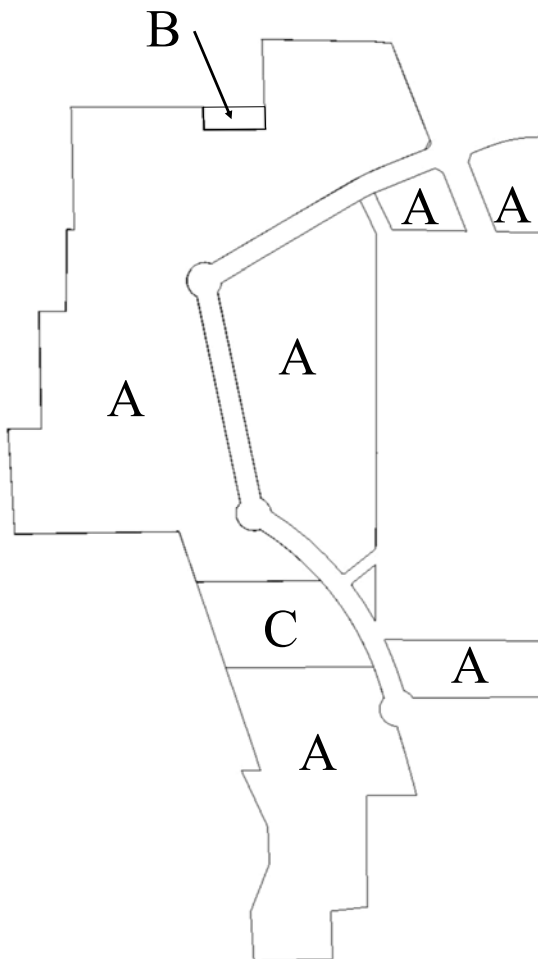
Theresa Scott, **TOWN SECRETARY**

LEGAL DESCRIPTIONS

A: Tracts labelled "A" were included in the original establishment of the Lakeside DFW development district. The legal description is attached as Tract A..

B: The 0.88 acre tract was annexed on March 4, 2013 into the Lakeside DFW development district. The legal description is included in attached Ordinance 12-13.

C: The approximate 9 acre tract, formerly known as the Hines Property, is proposed to be annexed into the Lakeside DFW development district. The legal description is attached as Tract C.

**TRACT C LEGAL DESCRIPTION**

STATE OF TEXAS
COUNTY OF DENTON

BEING a tract of land situated in the J. TANNEHILL SURVEY, Abstract No. 1252 and being a portion of a tract of land conveyed to the LAKESIDE DFW LAND, LTD. As recorded in Volume 4589, Page 1287 of the Deed Records of Denton County, Texas (DRDCT) and being more particularly described as follows;

BEGINNING at a ½ inch Iron rod set with a red plastic cap stamped "W.A.I." at the intersection of the northerly line of Tract 1 as conveyed to Peter P. Stewart recorded in Volume 11029, Page 130B (DRDCT) and the westerly Right-of-Way line of LAKESIDE PARKWAY (120' Right-of-Way);

THENCE departing the westerly Right-of-Way line of said LAKESIDE PARKWAY and along the northerly line of said Tract 1 North 89 deg 54 min 43 sec West a distance of 840.54 feet to a ½ inch Iron rod set with a red plastic cap stamped "W.A.I." for corner, said point being set in the east line of a tract of land conveyed to the United States of America known as Tract B-112;

THENCE departing the northerly line of said Tract 1 and along the easterly line of said Tract B-112 North 18 deg 09 min 28 sec West a distance of 520.11 feet to ½ inch Iron rod set with a red plastic cap stamped "W.A.I." for corner;

THENCE departing the easterly line of said Tract B-112 South 89 deg 54 min 43 sec East a distance of 707.12 feet to a ½ inch Iron rod set with a red plastic cap stamped "W.A.I." for corner, said point being set in the westerly Right-of-Way line of said LAKESIDE PARKWAY and being the beginning of a non-tangent curve to the right having a radius of 1640.00 feet and having a chord bearing of South 30 deg 51 min 58 sec East and a chord length of 575.99 feet;

THENCE along the westerly Right-of-Way line of said LAKESIDE PARKWAY continuing along said non-tangent curve to the right through a central angle of 20 deg 13 min 41 sec and an arc length of 575.99 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bound 9.000 acres or 392,042 square feet of land more or less. Bearings contained within this field note description are based upon an on the ground survey performed in the field on the 11th day of April, 2005 utilizing the bearings as found on a ALTA/ACSM Land Title Survey prepared by Winkelmann & Associates, Inc. dated May, 2003, Project Number 02219.02(52).

TRACT A LEGAL DESCRIPTION

Land**TRACT 1:**

BEING a tract of land situated in the J. TANNEHILL SURVEY, Abstract No. 1252 and being a portion of a tract of land conveyed to LAKESIDE DFW LAND, LTD. as recorded in Volume 4589, Page 1287 of the Deed Records of Denton County, Texas (DRDCT) and being more particularly described as follows:

BEGINNING at a Texas Highway Department Monument found at the southerly corner of a corner clip located at the intersection of the northeasterly Right-of-Way line of F.M. ROAD 2499 (160 feet Right-of-Way) and southerly Right-of-Way line of LAKESIDE PARKWAY (120 feet Right-of-Way) said point being the most southwesterly corner of a Right-of-Way Dedication recorded in Volume 2559, Page 990 (DRDCT);

THENCE departing the northeasterly Right-of-Way line of said F.M. ROAD 2499 and along said corner-clip North 18 degrees 49 minutes 04 seconds East a distance of 52.31 feet to a point for corner, said point being in the southerly Right-of-Way line of said LAKESIDE PARKWAY as recorded in a Right-of-Way Dedication recorded in Volume 4589, Page 1430;

THENCE departing said corner-clip and along the southerly Right-of-Way line of said LAKESIDE PARKWAY as follows;

North 69 degrees 15 minutes 09 seconds East a distance of 103.35 feet to a point for the beginning of a curve to the right having a radius of 800.00 feet and having a chord bearing of North 79 degrees 46 minutes 30 seconds East and a chord length of 292.19 feet;

Continuing along said curve to the right through a central angle of 21 degrees 02 minutes 42 seconds and an arc length of 293.84 feet to a point for the point of tangency;

South 89 degrees 42 minutes 09 seconds East a distance of 14.67 feet to a point for corner;

THENCE departing the southerly Right-of-Way line of said LAKESIDE PARKWAY South 00 degrees 40 minutes 36 seconds West a distance of 547.17 feet to a point for corner;

THENCE North 87 degrees 59 minutes 19 seconds West a distance of 258.08 feet to a 1/2 inch iron rod found for corner in the northeasterly Right-of-Way line of said F.M. Road 2499;

THENCE along the northeasterly Right-of-Way line of said F.M. ROAD 2499 North 20 degrees 59 minutes 16 seconds West a distance of 427.82 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 4.130 acres or 179,891 square feet of land more or less. Bearings contained within these field notes are based upon an on the ground survey performed July 7, 2000 utilizing construction plans for Lakeside Parkway prepared by FNTB.

TRACT 2:

BEING a tract of land situated in the J. TANNEHILL SURVEY, Abstract No. 1252 and being a portion of a tract of land conveyed to LAKESIDE DFW LAND, LTD. as recorded in Volume 4589, Page 1287 of the Deed Records of Denton County, Texas (DRDCT) and being

TRACT A LEGAL DESCRIPTION

more particular described as follows;

BEGINNING at a point at the most southeasterly corner of a Right-of-Way dedication as recorded in Volume 2559, Page 990, said point being set in the southwesterly Right-of-Way line of F.M. Road 2499 (160 feet Right-of-Way);

THENCE along the southwesterly Right-of-Way line of said F.M. ROAD 2499 South 21 degrees 02 minutes 00 seconds East a distance of 359.91 feet to a 1/2 inch iron rod found for corner;

THENCE departing the southwesterly Right-of-Way line of said F.M. ROAD 2499 North 88 degrees 02 minutes 03 seconds West a distance of 422.81 feet to a point for corner in the easterly Right-of-Way line of OLD F.M. ROAD 2499 (90 feet Right-of-Way), which a 1/2 inch iron rod found bears North 89 degrees 02 minutes 14 seconds West a distance of 0.79 feet;

THENCE along the easterly Right-of-Way line of said OLD F.M. ROAD 2499 South 00 degrees 32 minutes 42 seconds West a distance of 4.73 feet to a point for corner;

THENCE North 26 degrees 30 minutes 08 seconds West a distance of 226.09 feet to a point for corner;

THENCE North 19 degrees 11 minutes 04 seconds East a distance of 14.01 feet to a point for corner in the southerly Right-of-Way line of said Lakeside Parkway, said point being the beginning of a non-tangent curve to the right having a radius of 1440.00 feet, a chord bearing of North 66 degrees 56 minutes 32 seconds East and a chord length of 101.07 feet;

THENCE along the southerly line of said Lakeside Parkway as follows:

Along said non-tangent curve to the right through a central angle of 04 degrees 01 minutes 21 seconds and an arc length of 101.10 feet to a point for corner;

North 68 degree 57 minutes 12 seconds East a distance of 268.86 feet to a point for corner at a corner-clip.

THENCE departing the southerly Right-of-Way line of said LAKESIDE PARKWAY and along said corner-clip South 60 degrees 50 minutes 20 seconds East a distance of 52.44 feet to the **POINT OF BEGINNING**;

CONTAINING within these metes and bounds 2.889 acres or 125,862 square feet of land more or less. Bearings contained within these field notes are based upon an on the ground survey performed July 7, 2000 utilizing construction plans for Lakeside Parkway prepared by HNTB.

TRACT 3:

BEING a tract of land situated in the J. TANNEHILL SURVEY, Abstract No. 1252 and being a portion of a tract of land conveyed to LAKESIDE DFW LAND, LTD. as recorded in Volume 4589, Page 1287 of the Deed Records of Denton County, Texas (DRDCT) and being more particular described as follows;

BEGINNING at a point at a corner-clip and being the most northeasterly corner of a Right-of-Way Dedication recorded in Volume 2559, Page 990, said point being set in the southwesterly Right-of-Way line of F.M. ROAD 2499 (160 feet Right-of-Way);

TRACT A LEGAL DESCRIPTION

THENCE departing the southwesterly Right-of-Way line of said F.M. ROAD 2499 and along said corner-clip South 28 degrees 23 minutes 02 seconds West a distance of 61.18 feet to a point for corner in the northerly Right-of-Way line of LAKESIDE PARKWAY (120 feet Right-of-Way), said point being the most northeasterly corner of a Right-of-Way Dedication recorded in Volume 4589, Page 1443;

THENCE along the northerly Right-of-Way line of said LAKESIDE PARKWAY as follows;

South 68 degrees 57 minutes 12 seconds West a distance of 255.59 feet to a point for the beginning of a curve to the left having a radius of 1560.00 feet and having a chord bearing of South 64 degrees 29 minutes 59 seconds West and a chord length of 242.28 feet;

Continuing along said curve to the left through a central angle of 08 degrees 54 minutes 27 seconds and an arc length of 242.32 feet to a point for the point of tangency;

South 60 degrees 02 minutes 46 seconds West a distance of 455.07 feet to a point for corner in the northerly Right-of-Way line of HERITAGE LANE (variable width Right-of-Way);

THENCE departing the northerly Right-of-Way line of said LAKESIDE PARKWAY and along the northerly Right-of-Way line of said HERITAGE LANE North 89 degrees 31 minutes 39 seconds West a distance of 40.86 feet to a point for corner at the intersection of the northerly Right-of-Way line of said HERITAGE LANE and the easterly Right-of-Way line of SURREY DRIVE (variable width Right-of-Way);

THENCE departing the northerly Right-of-Way line of said HERITAGE LANE and along the easterly Right-of-Way line of said SURREY DRIVE North 01 degrees 28 minutes 19 seconds West a distance of 1061.44 feet to a point for corner;

THENCE departing the easterly Right-of-Way line of said SURREY DRIVE South 88 degrees 10 minutes 29 seconds East passing a 1/2 inch iron rod found at a distance of 147.09 feet continuing in all a distance of 646.80 feet to a 1/2 inch iron rod found for corner;

THENCE South 83 degrees 01 minutes 01 seconds East a distance of 91.12 feet to a point for corner in the southwesterly Right-of-Way line of said F.M. Road 2499;

THENCE along the southwesterly Right-of-Way line of said F.M. ROAD 2499 South 21 degrees 00 minutes 54 seconds East a distance of 592.00 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 16.261 acres or 708,342 square feet of land more or less. Bearings contained within these field note are based upon an on the ground survey performed July 7, 2000 utilizing construction plans for Lakeside Parkway prepared by HNTB.

TRACT 4:

BEING a tract of land situated in the J. TANNEHILL SURVEY, Abstract No. 1252 and being a portion of a tract of land conveyed to LAKESIDE DFW LAND, LTD. as recorded in Volume 4589, Page 1287 of the Deed Records of Denton County, Texas (DRDCT) and being more particularly described as follows;

BEGINNING at a point in the westerly Right-of-Way line of OLD F.M. ROAD 2499 (90 feet Right-of-Way);

TRACT A LEGAL DESCRIPTION

THENCE along the westerly Right-of-Way line of said OLD F.M. ROAD 2499 as follows;

South 00 degrees 28 minutes 57 seconds West a distance of 1290.19 feet to a point for corner from which a Concrete Right-of-Way Monument found bears North 05 degrees 34 minutes 38 seconds West a distance of 2.20 feet;

South 01 degrees 11 minutes 16 seconds West a distance of 550.03 feet to a point for corner in the northerly Right-of-Way line of LAKESIDE PARKWAY (70 feet Right-of-Way) as recorded in Volumes 4589, Page 1449;

THENCE departing the westerly Right-of-Way line of said OLD F.M. ROAD 2499 and along the northerly Right-of-Way line of said LAKESIDE PARKWAY as follows;

South 52 degrees 04 minutes 45 seconds West a distance of 227.85 feet to a point for corner in the northerly Right-of-Way line of LAKESIDE PARKWAY (70 feet Right-of-Way);

North 83 degrees 34 minutes 28 seconds West a distance of 14.30 feet to a point for corner in the easterly Right-of-Way line of LAKESIDE PARKWAY (120 feet Right-of-Way) and the beginning of a non-tangent curve to the left having a radius of 1760.00 feet and having a chord bearing of North 48 degrees 08 minutes 45 seconds West and a chord length of 535.79 feet;

Continuing along said non-tangent curve to the left through a central angle of 17 degrees 30 minutes 37 seconds and an arc length of 537.88 feet to a point for corner and being the beginning of a non-tangent curve to the left having a radius of 100.00 feet and having a chord bearing of North 34 degrees 34 minutes 05 seconds West and a chord length of 99.25 feet;

Continuing along said non-tangent curve to the left through a central angle of 59 degrees 30 minutes 14 seconds and an arc length of 103.83 feet to a point for corner and being the point of tangency;

North 11 degrees 11 minutes 24 seconds West a distance of 1199.93 feet to a point for corner and being the beginning of a non-tangent curve to the left having a radius of 100.00 feet and having a chord bearing of North 24 degrees 25 minutes 41 seconds East and a chord length of 60.18 feet;

Continuing along said non-tangent curve to the left through a central angle of 35 degrees 01 minutes 27 seconds and an arc length of 61.13 feet to a point for corner and being the point of tangency;

North 60 degrees 02 minutes 46 seconds East a distance 883.20 feet to a point for the beginning of a curve to the right having a radius of 1440.00 feet, a chord bearing of North 60 degrees 41 minutes 52 seconds East and a chord length of 32.76 feet;

Continuing along said curve to the right through a central angle of 01 degrees 18 minutes 13 seconds and an arc length of 32.76 feet to the westerly corner of a corner clip;

THENCE along said corner clip South 72 degrees 24 minutes 26 seconds East a distance of 13.89 feet to a point for corner;

THENCE South 26 degrees 30 minutes 08 seconds East a distance of 162.56 feet to the POINT OF BEGINNING;

TRACT A LEGAL DESCRIPTION

CONTAINING within these metes and bounds 31.060 acres or 1,352,972 square feet of land more or less. Bearings contained within these field notes are based upon an on the ground survey performed July 7, 2000 utilizing construction plans for Lakeside Parkway prepared by HNTB,

TRACT 5:

BEING a tract of land situated in the J. TANNEHILL SURVEY, Abstract No. 1252 and being a portion of a tract of land conveyed to LAKESIDE DFW Land, LTD. as recorded in Volume 4589, Page 1287 of the Deed Records of Denton County, Texas (DRDCT) and being more particularly described as follows;

BEGINNING at a 5/8 inch iron rod found at the intersection of the westerly Right-of-Way line of SURREY DRIVE (variable width Right-of-Way) and the northerly Right-of-Way line of HERITAGE LANE (variable width Right-of-Way);

THENCE departing the westerly Right-of-Way line of said SURREY DRIVE and along the northerly Right-of-Way line of said HERITAGE LANE South 89 degrees 23 minutes 50 seconds West a distance of 1007.44 feet to a point for corner at a corner-clip;

THENCE departing the northerly Right-of-Way line of said HERITAGE LANE and along said corner-clip North 45 degrees 40 minutes 19 seconds West a distance of 84.96 feet to a 5/8 inch iron rod found for corner in the easterly Right-of-Way line of said HERITAGE LANE;

THENCE departing said corner-clip and along the easterly Right-of-Way line of said HERITAGE LANE North 00 degrees 44 minutes 27 seconds West a distance of 637.53 feet to a point for corner;

THENCE departing the easterly Right-of-Way line of said HERITAGE LANE South 89 degrees 14 minutes 21 seconds East a distance of 747.35 feet to a point for corner;

THENCE South 02 degrees 13 minutes 57 seconds East a distance of 128.00 feet to a 3/4 inch iron pipe found for corner;

THENCE South 89 degrees 13 minutes 57 seconds East a distance of 300.31 feet to a 1 inch iron pipe found for corner in the westerly Right-of-Way line of said SURREY DRIVE;

THENCE along the westerly Right-of-Way line of said SURREY DRIVE South 02 degrees 30 minutes 29 seconds East a distance of 544.91 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 15.700 acres or 683,882 square feet of land more or less. Bearings contained within these field notes are based upon an on the ground survey performed July 7, 2000 utilizing construction plans for Lakeside Parkway prepared by HNTB.

TRACT 6:

BEING a tract of land situated in the J. Tannehill Survey, Abstract No. 1252, E. Tannehill Survey, Abstract No. 1272 and the R. Knight Survey, Abstract No. 708 and being a portion of a tract of land conveyed to LAKESIDE DFW LAND, LTD. as recorded in Volume 4589, Page 1287 of the Deed Records of Denton County, Texas (DRDCT) and being more particularly described as follows;

TRACT A LEGAL DESCRIPTION

BEGINNING at a point at the intersection of the southerly Right-of-Way line of HERITAGE LANE (variable width Right-of-Way) and the westerly Right-of-Way line of LAKESIDE PARKWAY (120 feet Right-of-Way) as recorded in Volume 4589, Page 1449;

THENCE departing the southerly Right-of-Way line of said HERITAGE LANE and along the westerly Right-of-Way line of said LAKESIDE PARKWAY as follows;

South 60 degree 02 minutes 46 seconds West a distance of 304.34 feet to a point for corner at the beginning of a non-tangent curve to the left having a radius of 100.00 feet and having a chord bearing of South 24 degree 25 minutes 41 seconds West and a chord length of 199.95 feet;

Continuing along said curve to the left through a central angle of 177 degree 29 minutes 46 seconds and an arc length of 309.79 feet to a point for corner at the point of tangency;

South 11 degree 11 minutes 24 seconds East a distance of 1199.93 feet to a point for corner at the beginning of a non-tangent curve to the left having a radius of 100.00 feet and having a chord bearing of South 34 degree 33 minutes 38 seconds East and a chord length of 194.47 feet;

Continuing along said non-tangent curve to the left through a central angle of 153 degree 00 minutes 03 seconds and an arc length of 267.04 feet to a point for corner and the beginning of a non-tangent curve to the right having a radius of 1640.00 feet and having a chord bearing of South 38 degree 47 minutes 19 seconds East and a chord length of 1015.36 feet;

Continuing along said non-tangent curve to the right through a central angle of 36 degree 04 minutes 23 seconds and an arc length of 1032.53 feet to a point for corner;

THENCE departing the westerly Right-of-Way line of said LAKESIDE PARKWAY North 89 degree 54 minutes 43 seconds West a distance of 840.54 feet to a point for corner in the easterly line of a tract of land conveyed to United States of America Tract B-112;

THENCE along the easterly line of said Tract B-112 as follows;

North 18 degree 09 minutes 28 seconds West a distance of 824.46 feet to a Corp of Engineers Monument found for corner;

South 89 degree 47 minutes 37 seconds West a distance of 934.84 feet to a point for corner;

North 02 degree 42 minutes 21 seconds West a distance of 469.50 feet to a point for corner;

North 04 degree 37 minutes 13 seconds West a distance of 136.76 feet to a Corp of Engineers Monument found for corner;

South 89 degree 48 minutes 19 seconds East a distance of 192.75 feet to a Corp of Engineers Monument found for corner;

North 00 degree 36 minutes 22 seconds West a distance of 669.44 feet to a Corp of Engineers Monument found for corner;

South 88 degree 51 minutes 10 seconds East a distance of 153.80 feet to a Corp of Engineers Monument found for corner;

North 01 degree 24 minutes 22 seconds East a distance of 465.00 feet to a point for corner;

TRACT A LEGAL DESCRIPTION

THENCE departing the easterly line of said Tract B-112 South 88 degree 35 minutes 28 seconds East a distance of 20.00 feet to a point for corner in the southerly Right-of-Way line of said HERITAGE LANE;

THENCE along the southerly Right-of-Way line of said HERITAGE LANE as follows;

South 45 degree 40 minutes 19 seconds East a distance of 97.38 feet to a point for corner;

North 89 degree 10 minutes 33 seconds East a distance of 992.09 feet to the POINT BEGINNING;

CONTAINING within these metes and bounds 52.981 acres or 2,307,851 square feet of land more or less. Bearings contained within these field notes are based upon an on the ground survey performed July 7, 2000 utilizing construction plans for Lakeside Parkway prepared by HNTB.

SAVE AND EXCEPT that 9.000 acre tract of land conveyed to Lakeside Hotel DFW, L.P., a Texas limited partnership by Special Warranty Deed dated November 15, 2005, filed November 17, 2005 and recorded in/ under Clerk's No. 2005-143494 of the Real Property Records of Denton County, Texas.

TRACT A LEGAL DESCRIPTION**TRACT 7:**

BEING a tract of land situated in the J. Tannehill Survey, Abstract No. 1252 and being a portion of a tract of land conveyed to LAKESIDE DFW LAND, LTD. as recorded in Volumes 4589, Page 1287 of the Deed Records of Denton County, Texas (DRDCT) and being more particularly described as follows;

COMMENCING at the intersection of the southerly Right-of-Way line of HERITAGE LANE (variable width Right-of-Way) and the westerly Right-of-Way line of OLD F.M. ROAD 2499 (90 feet Right-of-Way) which a Wood Right-Of-Way Monument found bears North 15 degree 18 minutes 22 seconds East a distance of 2.27 feet;

THENCE south along the westerly Right-of-Way line of said OLD F.M. ROAD 2499 as follows:

South 00 degree 28 minutes 57 seconds West a distance of 1248.49 feet to a point for corner which a Concrete Right-of-Way Monument found bears North 05 degree 34 minutes 38 seconds West a distance of 2.20 feet;

South 01 degree 11 minutes 16 seconds West a distance of 640.24 feet to a point in the westerly Right-of-Way line of said OLD F.M. ROAD 2499 to the POINT OF BEGINNING;

THENCE south along the westerly Right-of-Way line of said OLD F.M. ROAD 2499 South 01 degree 11 minutes 16 seconds West a distance of 323.31 feet to a point for corner and departing the westerly Right-of-Way of said OLD F.M. Road 2499 along a non-tangent curve to the left having a radius of 1750.00 feet, a chord bearing of North 32 degree 31 minutes 10 seconds West and a chord length of 241.95 feet;

Continuing along said non-tangent curve to the left through a central angle of 07 degree 52 minutes 58 seconds for an arc length of 242.14 feet to a point for corner in the easterly Right-of-Way of said LAKESIDE PARKWAY;

THENCE North 07 degree 43 minutes 40 seconds East a distance of 14.30 feet to a point for corner in the southerly Right-of-Way line of said LAKESIDE PARKWAY;

THENCE along the southerly Right-of-Way line of said LAKESIDE PARKWAY North 52 degree 04 minutes 45 seconds East a distance of 170.94 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 0.502 acres or 21,888 square feet of land more or less. Bearings contained within these field notes are based upon an on the ground survey performed July 7, 2000 utilizing construction plans for Lakeside Parkway prepared by HNTB.

TRACT A LEGAL DESCRIPTION

PROPERTY DESCRIPTION Peter P Stewart PARCEL 1

STATE OF TEXAS §
COUNTY OF DENTON §

BEING all that certain tract of land situated in the J. M. TANNEHILL SURVEY, ABSTRACT No. 1252, in the Town of Flower Mound, Denton County, Texas, being part of a tract of land described in deed to Peter P. Stewart as recorded in County Clerk's Instrument No. 93R0024840, Deed Records, Denton County, Texas, also being all that property described in Quitclaim Deed to Peter P. Stewart as recorded in County Clerk's Instrument No. 2002-R0092862, Deed Records, Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." set for corner on the Easterly right-of-way line of Lakeside Parkway, a 120-foot right-of-way at this point, said point being on the most Westerly corner of said Quitclaim tract;

THENCE North 89 deg 55 min 09 sec East, departing said Easterly right-of-way line of Lakeside Parkway, a distance of 899.44 feet to a 1/2-inch iron rod found for corner on the West line of a tract of land described in deed to Ray B. Baldwin III as recorded in County Clerk's Instrument No. D210075275, Real Property Records, Denton County, Texas, said point also being the Southeast corner of Village Oaks Mobile Home Community, an addition to the Town of Flower Mound, Denton County, Texas, according to the Plat thereof recorded in Cabinet D, Page 291, Plat Records, Denton County, Texas;

THENCE South 00 deg 31 min 16 sec East, along the West line of said Baldwin tract, a distance of 326.07 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." set for the Northeast corner of Lakeside Parkway, a 100-foot right-of-way as dedicated by Dedication Deed to the Town of Flower Mound as recorded in County Clerk's Instrument No. 2001-R0105772, Deed Records, Denton County, Texas;

THENCE along the Northerly and Easterly right-of-ways of said Lakeside Parkway, the following courses and distances:

South 89 deg 20 min 52 sec West, a distance of 742.09 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." set for corner, said point being the beginning of a non-tangent curve to the left having a radius of 100.00 feet, a central angle of 39 deg 28 min 48 sec, a chord bearing of North 50 deg 23 min 32 sec West, and a chord length of 67.55 feet;

Along said non-tangent curve to the left, an arc distance of 68.91 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." set for corner;

North 17 deg 00 min 08 sec West, a distance of 53.70 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." set for corner, said point being the beginning of a curve to the left having a radius of 1,760.00 feet, a central angle of 08 deg 21 min 11 sec, a chord bearing of North 21 deg 10 min 42 sec West, and a chord length of 256.36 feet;

THENCE continuing along the Easterly right-of-way of said Lakeside Parkway and said curve to the left, an arc distance of 256.59 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 274,800 square feet or 6.309 acres of land, more or less. Bearings shown hereon are based upon an on-the-ground survey performed in the field on the April 5, 2012, utilizing a G.P.S. bearing related to the Texas Coordinate System, North Texas Central Zone (4202), NAD 83 State Plane Coordinate grid values based on the Geo-Shack Virtual Reference Station (VRS) Network.

TRACT A LEGAL DESCRIPTION

PROPERTY DESCRIPTION

Peter P Stewart PARCEL 2

STATE OF TEXAS §
COUNTY OF DENTON §
COUNTY OF TARRANT §

BEING all that certain tract of land situated in the the J. M. TANNEHILL SURVEY, ABSTRACT No. 1252, in the Town of Flower Mound, Denton and Tarrant County, Texas, being part of a tract of land described in deed to Peter P. Stewart as recorded In County Clerk's Instrument No. 93R0024840, Deed Records, Denton County, Texas, also being all that property described in deed to Peter P. Stewart as recorded In Volume 11029, Page 1308, Deed Records, Tarrant County, Texas, and also being all that property described in deed to Peter P. Stewart as recorded in Volume 8180, Page 1145, Deed Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found for corner on the Westerly right-of-way line of Lakeside Parkway, a 120-foot right-of-way, said point being the Southeast corner of Lot 1, Block 1, Lakeside Hotel, an addition to the Town of Flower Mound, Tarrant County, Texas, according to the Plat thereof recorded in Cabinet A, Slide 11756, Plat Records, Denton County, Texas, said point being the beginning of a curve to the right having a radius of 1,640.00 feet, a central angle of 04 deg 28 min 09 sec, a chord bearing of South 19 deg 14 min 13 sec East, and a chord length of 127.89 feet;

THENCE along said Westerly right-of-way line of Lakeside Parkway and said curve to the right, an arc distance of 127.92 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." set for corner;

THENCE South 17 deg 00 min 08 sec East, continuing along said Westerly right-of-way line of Lakeside Parkway, a distance of 53.71 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." set for corner, said point being the beginning of a non-tangent curve to the left having a radius of 100.00 feet, a central angle of 106 deg 14 min 09 sec, a chord bearing of South 16 deg 59 min 23 sec East, and a chord length of 159.97 feet;

THENCE continuing along said Westerly right-of-way line of Lakeside Parkway and said non-tangent curve to the left, an arc distance of 185.37 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." set for corner on the Westerly right-of-way line of Long Prairie Road, a variable width right-of-way;

THENCE South 17 deg 00 min 08 sec East, along the Westerly right-of-way line of said Long Prairie Road, a distance of 258.06 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." set for corner on the North line of said Peter P. Stewart tract (Volume 11029, Page 1308);

THENCE North 88 deg 37 min 18 sec East, along the North line of said Peter P. Stewart tract (Volume 11029, Page 1308), continuing along the Westerly right-of-way line of said Long Prairie Road, a distance of 24.07 feet to a brass monument found for corner, said point being the Northeast corner of said Peter P. Stewart tract (Volume 11029, Page 1308);

THENCE South 18 deg 10 min 43 sec East, continuing along said Westerly right-of-way line of said Long Prairie Road and along the Easterly line of said Peter P. Stewart tract (Volume 11029, Page 1308), a distance of 143.87 feet to 1/2-inch Iron rod with a red plastic cap stamped "W.A.I." set for corner from which a brass monument found bears North 88 deg 50 min 33 sec East, 39.77 feet;

TRACT A LEGAL DESCRIPTION

THENCE along the Easterly line of said Peter P. Stewart tracts (Volume 11029, Page 1308 and Volume 8180, Page 1145), the following courses and distances:

South 88 deg 50 min 33 sec West, a distance of 289.31 feet to a brass monument found for corner;

South 01 deg 05 min 02 sec East, a distance of 638.21 feet to a brass monument found for corner;

South 85 deg 46 min 29 sec West, a distance of 207.02 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." set for corner on the East line of Tract 1 of said Peter P. Stewart tract (Volume 8180, Page 1145);

South 03 deg 45 min 31 sec East, a distance of 284.14 feet to a brass monument found for the Southeast corner of Tract 4 of said Peter P. Stewart tract (Volume 8180, Page 1145);

THENCE South 88 deg 48 min 29 sec West, along the South line of said Tract 4, a distance of 428.02 feet to a brass monument found for the Southwest corner of said Tract 4;

THENCE along the Westerly line of said Peter P. Stewart tract (County Clerk's Instrument No. 93R0024840, Volume 11029, Page 1308, and Volume 8180, Page 1145), the following courses and distances:

North 06 deg 33 min 31 sec West, a distance of 261.30 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." set for corner;

North 20 deg 41 min 29 sec East, a distance of 301.80 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." set for corner;

North 02 deg 20 min 31 sec West, a distance of 230.50 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." set for corner;

North 27 deg 03 min 35 sec West, a distance of 331.50 feet to a brass monument found for the Northwest corner of said Peter P. Stewart tract (Volume 11029, Page 1308);

North 89 deg 37 min 43 sec East, a distance of 87.23 feet to a brass monument found for corner on the North line of said Peter P. Stewart tract (Volume 11029, Page 1308);

North 18 deg 59 min 56 sec West, a distance of 614.28 feet to a 1/2-inch iron rod found for the Southwest corner of said Lot 1, Block 1;

THENCE North 89 deg 15 min 56 sec East, along the South line of said Lot 1, Block 1, a distance of 840.14 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 1,093,369 square feet or 25.100 acres of land, more or less. Bearings shown hereon are based upon an on-the-ground survey performed in the field on the April 5, 2012, utilizing a G.P.S. bearing related to the Texas Coordinate System, North Texas Central Zone (4202), NAD 83 State Plane Coordinate grid values based on the Geo-Shack Virtual Reference Station (VRS) Network.

EXHIBIT B



LAKESIDE DFW DEVELOPMENT CODE AMENDED

ORDINANCE 09-18
MU17-0002

SUBZONE MU-TEN
LAKESIDE VILLAGE:
REVISING MU-TEN(1) AND MU-TEN(2)
AND ADDING APPROXIMATELY 9 ACRES

Flower Mound, TX

April 23, 2018

Town Council Approved April 16, 2018

A DEVELOPMENT BY
Realty Capital Management, LLC
909 Lake Carolyn Parkway Suite 150
Irving, TX 75039
James W. Archie, Managing Director
469.533.4131

PLANNING BY
Roaring Brook Development Co.
3058 Lakeside Parkway
Flower Mound, TX 75022
Dan Quinto
817.706.8353

Realty Capital Management
Dallas, TX

LAKESIDE DFW DEVELOPMENT CODE
FLOWER MOUND, TEXAS

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Realty Capital Management
Dallas, TX

LAKESIDE DFW DEVELOPMENT CODE
FLOWER MOUND, TEXAS

SECTION 1

PREFACE TO AMENDED CODE

Realty Capital Management
Dallas, TX

LAKESIDE DFW DEVELOPMENT CODE
FLOWER MOUND, TEXAS

SECTION 1

PREFACE TO AMENDED DEVELOPMENT CODE

The Lakeside Development Code was passed by Town Council on November 19 2012 as Ordinance 63-12. Since that time, there have been 4 modifications to the Code:

- Ordinance 12-13 annexing approximately 0.9 acres into the development district;
- Ordinance 14-15 amending signage rules;
- Ordinance 58-15 regarding on-site sales activities on the condominium tower;
- Ordinance 03-17 amending permitted materials.

These amendments are included as appendices to this draft of the development code.

The purpose of this Amended Lakeside Development Code is to annex an additional approximately 9 acres of land (formerly known as the Hines Property) into the development and to update the development regulations for the area within Lakeside DFW known as Lakeside Village encompassing subzones MU-TEN 1, and MU-TEN 2. This amendment also includes some minor modifications to the commercial subzone MU-C3 fronting on Lakeside Village Parkway.

There are no changes to the following subzones.

MU-C(1)
MU-C(2)
MU-C(4)
MU-TMR(1)
MU-TMR(2)
MU-TNG
MU-N

The intent is to maintain a single unified document that governs all of the Lakeside DFW development district to facilitate the Town's enforcement obligations without the need to research a lengthy history of amendments and ordinances.

The rules and regulations pertaining to previously developed areas remain within the body of the document. Language that refers to proposed or intended development activities which have already occurred has been modified or eliminated to avoid confusion regarding the scope of the current proposal before the Town.

Where general rules or standards are modified and apply only to Lakeside Village, then those rules have been added to the subzone regulations in Section and supersede the general rules. For instance, the architectural standards in Section 7 are not being modified, but additional architectural standards are added to Subzone MU-TEN in Section 3.

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SECTION 2

STATISTICAL ANALYSIS OF LAND USE

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LAND USE STATISTICAL ANALYSIS

Each category below is a gross development area and is an approximation based on the acreage identified in table 3.2. and other land use regulations within the Code.

TABLE 1.1 STATISTICAL ANALYSIS

	Acres	% of Land
Gross Acreage	155.8	
Open Space	15.6	10%
Commercial only	24.5	16%
Mixed Commercial/Residen I	21.6	14%
Mu -family	34.8	22%
Single Family	59.4	38%
	155.8	100%

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SECTION 3

CHARACTER ZONE STANDARDS

SECTION 3: DEFINITION OF CHARACTER ZONES

It is the intention of the Applicant to create a development uniquely appropriate to the site and to preserve the most beneficial aspects of the land while creating and attracting new amenities, services, businesses, and residents to the project.

The proposed development encompasses over 150 acres and covers a variety of land, conditions, access, visibility and value. Because the tract is so large and diverse, we have divided the site into more subzones than the original Mixed Use ordinance had envisioned. The purpose of subzones is to allow each portion of the larger development to respond uniquely to the site and the surrounding conditions.

Despite this division into subzones, the intention of the development is to maintain consistency among the various subzones, the subsequent phases, and the different developers so that the singular character of the place is recognizable as unique.

MU-C (1) is comprised of the frontage along Lakeside Parkway between FM 2499 and the first traffic circle. where all of the mixed-use buildings line the streets. It is the intention of the development to use the profile of the existing parkway to provide on-street parking for the shops, offices and residents lining the street. These building will vary somewhat in height from one to four stories, depending on the location, distribution of parking, and prevailing traffic flows. The upper stories would house apartments, lofts, or offices. The architecture would be consistent with small-town downtowns.

MU-C (2) is comprised of the major natural drainage area. This area will contain the detention/retention areas required by the project and landscaping consistent with the aesthetics of the project.

MU-C (3) plans for a pair of high rise office towers bracketing a ravine and green space. Parking may need to be structured on this site to meet the demand for an office of that size.

MU-C (4) is comprised of the frontage along Lakeside Parkway between the first and second traffic circles. These buildings are constructed to be consistent with the mixed use buildings, but the occupancy permit residential uses to enliven the streetscape.

MU-N (1) is predominantly higher density residential with significant frontage on a park to the south. A linear greenspace weaves through the center of this zone and the project's hike and bike trail follows that

green space.

MU-TNG anticipates a highly walk-able residential community comprised of small blocks, sidewalks with street trees, and several pocket parks, including locations adjacent to the Corps property with views of the lake. The pocket parks could also act as a trailhead to the CORPS property if permitted by the CORPS and would be open and available to the public. The largest lots would be located where the views to the water would be the most advantageous.

MU-TEN (1) - (deleted)

MU-TEN (2) - (deleted)

MU-TEN is the south peninsula, with close proximity to the Grapevine Lake and Rockledge Park. It is the intention of the development to capture the extraordinary character of the site and create a village that takes advantage of the landscape and the elevated topography. The Village includes restaurants with terraces overlooking the lake, public parks, shops, offices, an hotel and upper story living within the development. A small amphitheater would fit comfortably into the natural setting for weddings or gatherings looking for a dramatic setting.

MU-TMR (1) encompasses the intersection of FM 2499 and Lakeside Parkway as the entrance to the project. It offers and opportunity to provide great retail and commercial space while establishing the entrance to the project with multi-story buildings on the corners. The upper stories of the buildings may house residential or office occupancies. Tucked between these initial buildings are small public plazas. There is also room for a larger retail anchor visible from 2499.

MU-TMR (2) is located across FM 2499 from the major entrance to the project, and MU-MR (1). It is appropriate that this site be exclusively commercial, since pedestrian connectivity to the site may slightly longer across the arterial than is comfortable.

There are ample opportunities for making great places among these nine zones. A network of trails ties these zones together through a string of pocket parks and open spaces. Where the trail runs along the western boundary of the property, it is intended to have the character of an elevated trail overlooking the views of the water.

This array of development opportunities allows the development team to initiate development at the most promising areas. The actual sequence of development will follow the dictates of the market.

SECTION 3: DEFINITION OF CHARACTER ZONES

Each of the subzones contains its own set of development regulations embedded in Table 3.1, the Table of Permitted Uses, in Table 3.2, the table of Development Standards, and in the subzone rules on the following pages.

Administrative Provisions:

Discrepancies: In the case of a discrepancy between this Development Code and the existing Mixed Use Ordinance 62-08, the LDR's, or the SmartGrowth requirements, this Development Code shall govern.

Planning Director: The planning director may approve minor changes or variations to the plan at the time of the Site Plan application, or of Preliminary Platting.

Permitted Changes: The following criteria shall allow the planning Director to approve non-material changes at the time of preliminary plat application or Site Plan application.

1. **Streets:** streets may be realigned up to 200 feet from the location indicated in the regulating plan and or street plan.
2. **Street Profile:** the profile or cross section of the street may be adjusted by adjusting size and location of medians, sidewalks, changing landscaping or furnishings if, in the opinion of the Planning director, the changes benefit the project and the public interest.
3. **Subzones:** Subzones may be increased or reduced in size provide the final areas remain within 10% of the maximums and minimums identified in table 3.2.
4. **Setbacks:** Setbacks or Build-to-lines may be adjusted up to 20% provided the relationship of the building to the sidewalk is maintained or improved.

5. **Open Space:** Open spaces may be relocated within the development from one subzone to another provided the total open space area is not reduced, the required standards in Table 5.1 and Section 5 apply, and provided the required adjacencies are maintained.

Private Deed Restrictions:

Concurrent with the Plat Application, or earlier, the Applicant will submit to the Town Planning Department a copy of proposed deed restrictions applicable to the development district. Deed restrictions shall conform to the standards established in this Development Code and where a conflict exists between the proposed deed restrictions and this Development Code, then this Development Code shall govern. The deed restrictions will, at a minimum, address the following issues:

1. Establish design guidelines for residential and commercial buildings that conform to and compliment the Mixed Use Ordinance requirements.
2. Establish design guidelines for landscaping and open space that conform to and compliment the Mixed Use Ordinance requirements.
3. Establish a review and approval process for planned improvements
4. Establish, in conjunction with the Town, an appropriately constituted body empowered to facilitate the mercantile and social activity within the public rights-of-way.
5. Establish an association of Property Owners to maintain all common assets and property within the development district.

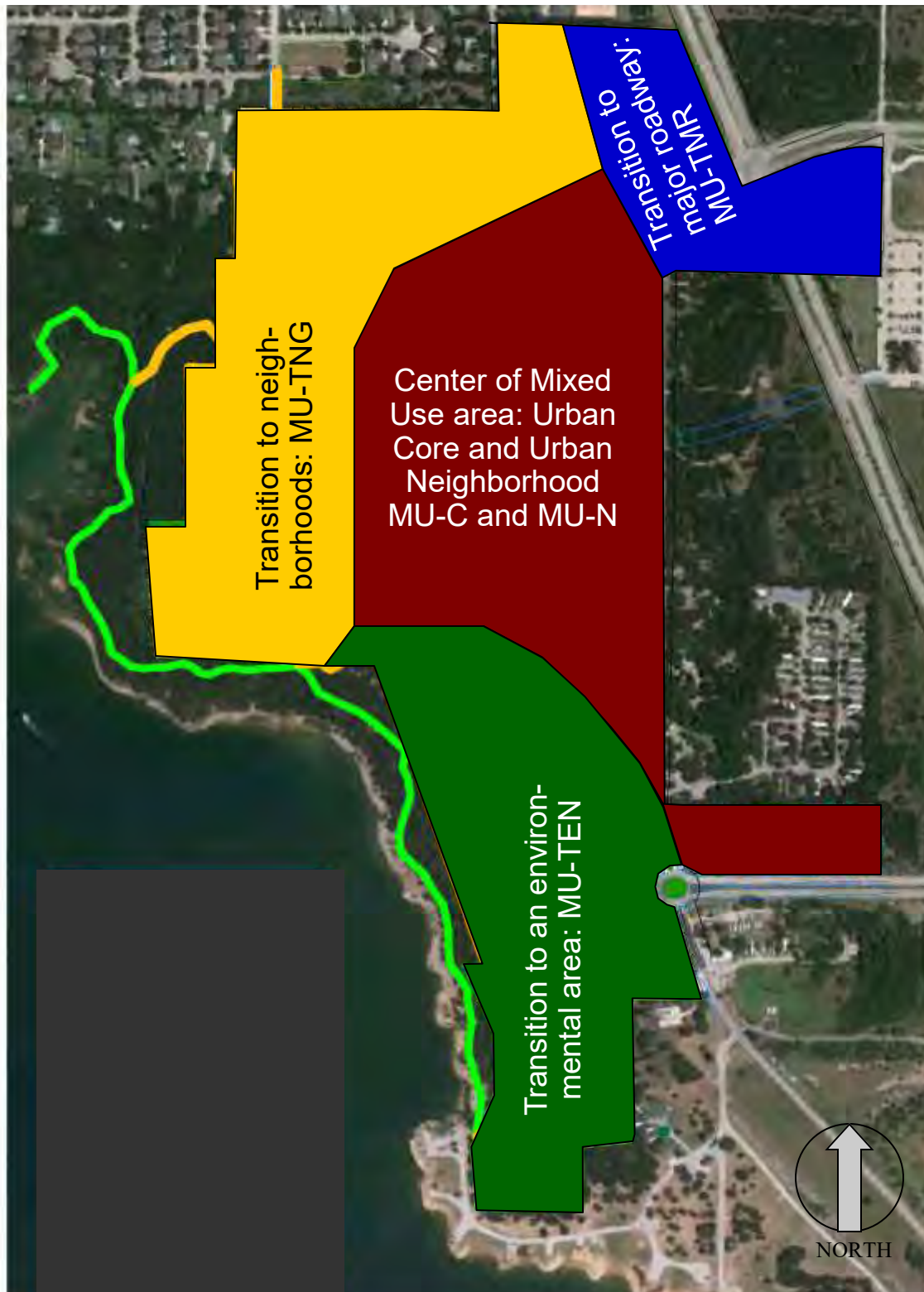
The Town's review of the proposed deed restrictions is limited to assurance that they conform to the performance standards specifically established herein, not to impose new design requirements.

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SECTION 3

GENERAL RATIONALE OF CHARACTER ZONES



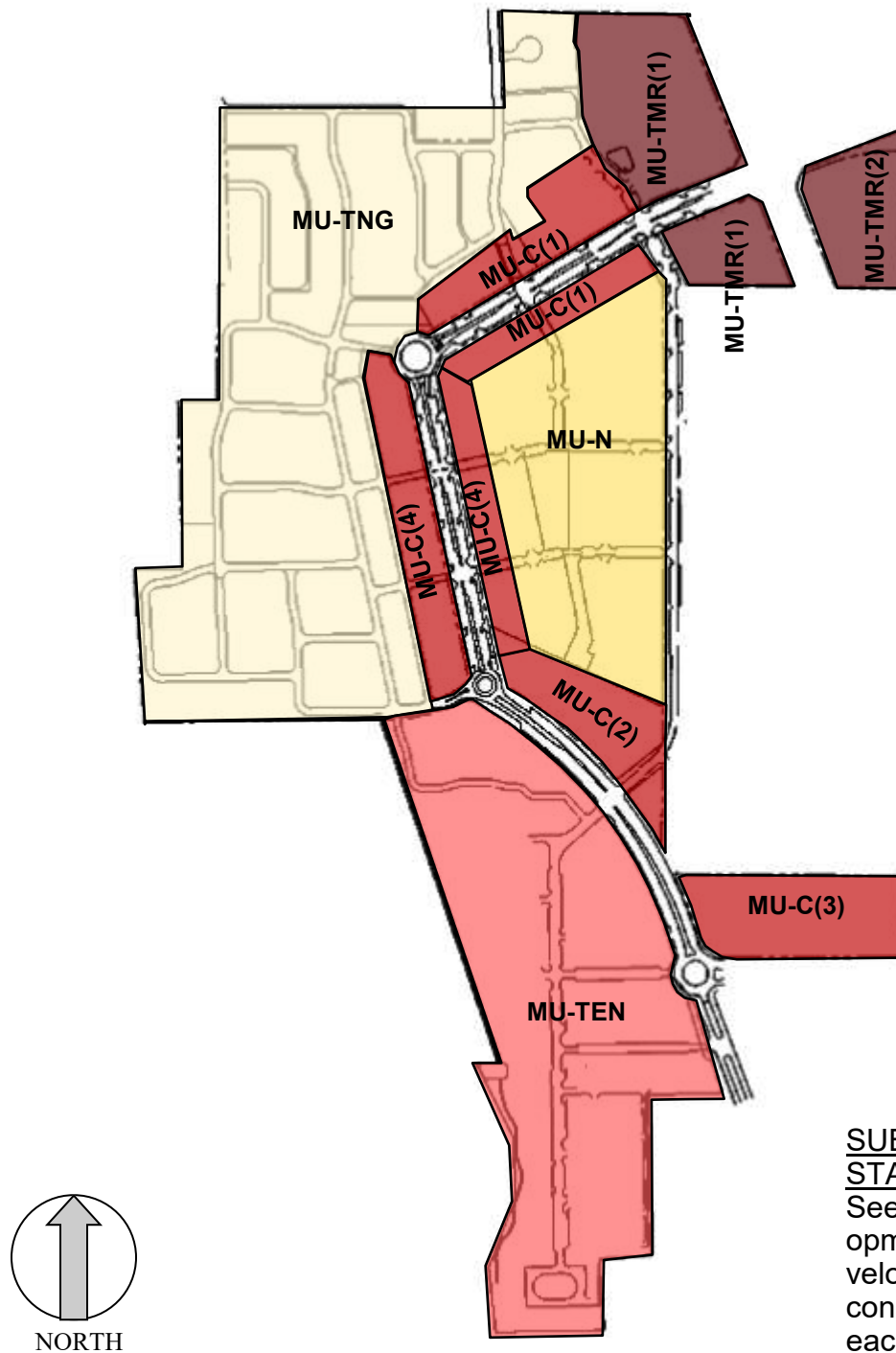
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SECTION 3

CONCEPT PLAN AND REGULATING PLAN



SUBZONE DEVELOPMENT STANDARDS

See the following subzone development standards for specific development rules, restrictions and constraints on development with each subzone.

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SECTION 3

TABLE 3.1: PERMITTED USES

Permitted Land Use categories in Table 3.1 relate to Land Use areas which are listed in Table 3.2 with associated maximum values for residential units and commercial square footage. The areas for each subzone is not an engineered boundary and is approximate so that each zone has flexibility in establishing the final boundary during the site plan and platting process. The allowable minimum and maximum areas for each Subzone is listed in Table 3.2.

Land Use Category	Use Status								
	MU-C (1)	MU-C(2)	MU-C (3)	MU-C (4)	MU-N	MU-TNG	MU-TEN	MU-TMR (1)	MU-TMR (2)
Commercial Uses (Office, Retail, and Service Uses)									
Retail sales or service (excluded from this category are retail sales and services establishments geared towards the automobile, including gasoline service stations.)	P	P	P	P	P/C	NP	P	P	P
Retail sales or service including establishments geared towards the automobile (including gas stations)	NP	NP	NP	NP	NP	NP	NP	P/C	P
Finance, insurance, and real estate establishments including banks, credit unions, real estate, and property management services.	P	P	P	P	P/C	NP	P	P	P
Offices for business, professional, and technical uses such as accountants, architects, lawyers, doctors, etc.	P	P	P	P	P/C	NP	P	P	P
Food service uses such as full-service restaurants, cafeterias, and snack bars	P	P	P	P	P/C	NP	P	P	P
Accessory residential uses such as leasing office or fitness center	P	P	NP	P	P	NP	P	P	NP
Residential Uses									
Home occupations	NA	NA	NA	NA	A	A	A	NA	NA
Live/work units	P/C	P/C	P/C	P/C	P	P/C	P	NP	NP
Residential lofts (Upper Floor Residential) NOTE 1	P	P/C	P/C	P	P	NP	P	P	NP
Apartments/condos (Including Ground Floor Residential) NOTE 1	NP	NP	NP	P	P	NP	P NOTE2	NP	NP
Single-family residential attached dwelling unit (Townhomes) NOTE 1	NP	NP	NP	NP	P	P	P	NP	NP
Single-family residential detached dwelling unit	NP	NP	NP	NP	P/C	P	P	NP	NP

P = Permitted use

P/C = Permitted only where identified in subzone rules

NP = Use Not Permitted

SUP = Permitted with a Special Use Permit

A = Permitted as an accessory use

NA = Not Applicable

NOTE 1: Added clarifications of definitions in the MU Ordinance : **Apartments** are residential units that may occupy any floor of a building including the ground floor. **Lofts** are residential units that do not require commercial construction or compliance with commercial standards. Lofts may occupy any floor above the ground floor.

NOTE 2: Ground Floor residential occupancy in Subzone MU-TEN is limited to 50% of the ground floor in any individual building.

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SECTION 3

Table 3.1: PERMITTED USE TABLE		Use Status								
Land Use Category		MU-C (1)	MU-C(2)	MU-C (3)	MU-C (4)	MU-N	MU-TNG	MU-TEN	MU-TMR (1)	MU-TMR (2)
Arts, Entertainment, and Recreation Uses										
Fitness, recreational sports, gym, or athletic club		P	P	P	P	P/C	NP	P	P	P
Games arcade establishments		P	P	P	P	NP	NP	P/C	P	P
Theater, cinema, dance, or music establishment		P	P	P	P	NP	NP	P	P	P
Museums and other special purpose recreational institutions		P	P	P	P	NP	NP	P	P	P
Parks, greens, plazas, squares, environmental preserves, and playgrounds		P	P	P	P	P	P	P	P	P
Art, antique, furniture or electronic studio (retail, repair, or fabrication)		P	P	P	P	P/C	NP	P	P	P
Educational, Public Administration, Health Care and Other Institutional Uses										
Business associations and professional organizations		P	P	P	P	NP	NP	P	P	P
Child day care and preschools		P	P	P	P	P/C	NP	P/C	P	P
Schools, libraries, and community halls		P	P	P	P	P/C	NP	P	P	P
Universities and colleges		P/C	P/C	P/C	P/C	NP	NP	P/C	P	P
Hospitals		P	P	P	P	NP	NP	NP	P	P
Civic uses		P	P	P	P	P/C	NP	P	P	P
Social and fraternal organizations		P	P	P	P	P/C	NP	P	P	P
Public safety facilities		P	P	P	P	P/C	NP	P	P	P
Religious institutions		P	P	P	P	P/C	NP	P	P	P

P = Permitted use

P/C = Permitted only where identified in subzone rules

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SECTION 3

Table 3.1: PERMITTED USE TABLE		Use Status								
Land Use Category		MU-C (1)	MU-C(2)	MU-C (3)	MU-C (4)	MU-N	MU-TNG	MU-TEN	MU-TMR (1)	MU-TMR (2)
Other Uses										
Model homes, attached and detached, for sales and promotion		P/C	P/C	P/C	P/C	P	P	P	P/C	P/C
Full-service Hotels		P	P	P	P	NP	NP	P	P	P
Outdoor temporary removable displays and sales for fairs, festivals and other special events held in outdoor spaces		SUP	SUP	SUP	SUP	NP	NP	P	SUP	SUP
Outdoor vendor sales		P	P	P	P	NP	NP	P	NP	NP
Parking, surface		P	P	P	P	P	A	P	P	P
Parking, structured		P	P	P	P	P	NP	P	P	P
Sales from kiosks		P	P	P	P	NP	NP	P	P/C	P/C
Any permitted use with a drive through facility		NP	NP	P	NP	NP	NP	NP	P	P
Veterinary clinic (no outdoor facilities for overnight storage of animals)		SUP	SUP	P	SUP	NP	NP	P	P	P
Information centers		P	P	P	P	P	NP	P	P	P

P = Permitted use

P/C = Permitted only where identified in subzone rules

NP = Use Not Permitted

SUP = Permitted with a Special Use Permit

A = Permitted as an accessory use

NA = Not Applicable

NOTE 1: Added clarifications of definitions in the MU Ordinance : **Apartments** are residential units that may occupy any floor of a building including the ground floor. **Lofts** are residential units that do not require commercial construction or compliance with commercial standards. Lofts may occupy any floor above the ground floor.

NOTE 2: Ground Floor residential occupancy in Subzone MU-TEN is limited to 50% of the ground floor in any individual building.

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SECTION 3

TABLE 3.2: DEVELOPMENT STANDARDS & BULK REGULATIONS TABLE

	MU-C (1)	MU-C(2)	MU-C (3)	MU-C (4)	MU-N	MU-TNG	MU-TEN	MU-TMR (1)	MU-TMR (2)
Area: Concept Plan (acres)	7.2	4.8	5.7	8.1	20.5	57.7	38.5	11.5	4.5
Minimum Area	7	4	5	8	20	35	38.5	11	4
Maximum Area	12	6	6	12	23	59	38.5	17	5
Maximum Residential Units	276	0	0	358	735	258	929*	48	0
Maximum Commercial SF x 1000	180	8.4	125	180	8	0	270	85	34
Estimated Hotel Rooms			135				175		

*929 RU'S INCLUDES THE 54 RU'S IN LAKESIDE TOWER

Lot and Block Standards

SEE SECTION 3: CHARACTER ZONE STANDARDS FOR ADDITIONAL INFORMATION ON SITE DEVELOPMENT STANDARDS

Block Type (Note 4)	Regular	NA	NA	Regular	Regular	Regular	Regular	Regular	NA
Block Face Dimensions									
Minimum	200'	NA	200'	200'	200'	200'	170'	200'	NA
Maximum (Note 5)	600'	NA	750	600'	600'	750	1200'	600'	NA
Lot Dimensions									
Minimum Lot Area	2000 SF	NA	2000 SF	2000 SF	10000 SF	2400 SF	2400 SF	2000 SF	1 BLOCK
Minimum Lot Width	20'	NA	100'	20'	100'	30'	30'	20'	NA
Minimum Lot Depth	80'	NA	100'	80'	100'	80'	80'	80'	NA
Maximum Lot Coverage	100%	NA	90%	100%	100%	90%	100%	100%	90%

SECTION 4: Street Standards

SEE SECTION 4: THOROUGHFARE STANDARDS FOR TYPICAL STREET SECTIONS

Design Speed	25 mph	25 mph	25 mph	25 mph	25 mph	25 mph	25 mph	25 mph	25 mph
Street Types Allowed									
MU BLVD	YES		YES	YES	YES		NA	YES	
MU Commercial	YES	YES	YES	YES	YES		YES	YES	
MU Street 2							YES		
MU Local 1	YES	YES	YES	YES	YES	YES	YES	YES	
MU Local 2	YES	YES	YES	YES	YES	YES	YES	YES	
MU Local 3		YES			YES	YES	YES		
MU Commercial Alley	YES	YES	YES	YES	YES		YES	YES	YES
MU Residential Alley 1					YES	YES	YES		
MU Residential Alley 2					YES	YES	YES		
Turning Radii (Note 2)	15', 25'	15', 25'	15', 25'	15', 25'	10', 15', 25'	5', 10', 15'	5', 10', 15', 25'	15', 25'	15', 25'

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TABLE 3.2: DEVELOPMENT STANDARDS & BULK REGULATIONS TABLE

	MU-C (1)	MU-C(2)	MU-C (3)	MU-C (4)	MU-N	MU-TNG	MU-TEN	MU-TMR (1)	MU-TMR (2)
Alleys									
Commercial Minimum Width	20'	20'	20'	20'	20'	NA	20'	20'	20'
Residential Minimum Width	NA	NA	NA	NA	NA	12'	12'	NA	NA
Commercial Fire Lane							26'		
Streetscape Standards									
Sidewalks, Trails, Walkways									
Minimum Width	See Section 4: Thoroughfare Standards for minimum sidewalk widths. See Section 5: for Trail Standards								
Maximum Width	18'	12'	18'	18'	12'	12'	18'	18'	18'
Parkway /Planter									
Continuous - Min width	4.5'	NA	6'	4.5'	6'	6'	4.5	4.5'	4.5'
Tree Well - Min width	4.5'	NA	4.5'	4.5'	4.5'	4.5'	4.5	4.5'	4.5'
Street Trees									
Maximum Spacing	40'	NA	40'	40'	40'	40' Note 10	40'	40'	40'
Preferred Pattern (Note 6)	Matched	NA	Matched	Matched	Matched	Matched	Matched	Matched	Matched
Species	Tree species to be selected from the list of Town approved tree species								

SECTION 5: Open/Civic Space Standards

Open Space (Note 3)	SEE SECTION 5: CIVIC / OPEN SPACE AND LANDSCAPE STANDARDS
Civic Space (Note 3)	SEE SECTION 5: CIVIC / OPEN SPACE AND LANDSCAPE STANDARDS

SECTION 6: Parking Standards

On-street Parking (Excluding alleys)									
Parallel	Permitted	Permitted	Permitted	Permitted	Permitted	Permitted	Permitted	Permitted	Permitted
Angled	Permitted	Permitted	Permitted	Permitted	Permitted	No	Permitted	Permitted	Permitted
Parking Lane Width									
Parallel	8	8	8	8	8	8	8	8	8
Angled	18	18	18	18	18	NA	18	18	18

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SECTION 3

TABLE 3.2: DEVELOPMENT STANDARDS & BULK REGULATIONS TABLE

	MU-C (1)	MU-C(2)	MU-C (3)	MU-C (4)	MU-N	MU-TNG	MU-TEN	MU-TMR (1)	MU-TMR (2)
Off-Street Parking									
Mandatory cross-access easement required	yes	no	no	yes	no	no	yes	yes	yes
Min Parking Stall	9 x 18	9 x 18	9 x 18	9 x 18	9 x 18	9 x 18	9 x 18	9 x 18	9 x 18
Drive Aisle width	See Parking Standards, Section 6								
Maximum Street Frontage per block face	25% of Frontage on Type A streets and 50% of Frontage on Type B streets. No parking lots at block corners								
Off Street Loading	Shall comply with Section 82-83 of the Town LDR								
Screening	Shall comply with Division 3 Article V of the Town LDR Land Development Regulations, and Section 5 herein.								
Landscaping	Shall comply with Division 2 Article V of the Town LDR								
Lighting	Shall comply with Section 82-275 of the Town LDR								

SECTION 7: Building Standards

Ground Floor Requirements

Built to commercial standards: See Section 7	Req'd	Req'd	Req'd	Req'd	Not Req'd	Prohib-ited	NOTE 11	Re-quired	Re-quired
Residential occupancy on ground floor	Prohib-ited	Prohib-ited	Prohib-ited	Permit-ted	Permit-ted	Permit-ted	NOTE 12	Prohib-ited	Prohib-ited
Building Height									
Minimum Height—Stories	NOTE 7	0	1	NOTE 7	1	1	NOTE 14	NOTE 7	1
Maximum Height—Stories	4	1	25	4	4	3	25 NOTE 15	4	4
Set Backs									
Front - Min	0'	0'	0'	0'	0'	See Section 3	0'	0'	0'
Front - Max	5' NOTE 8	5' NOTE 8	NOTE 9	5' NOTE 8	15'	See Section 3	25' NOTE 13	NOTE 9	NOTE 9
Side	0'	10'	0'	0'	0'	See Section 3	0'	0'	0'
Side/Corner	0'	10'	0'	0'	0'	match adj	0'	0'	0'
Rear	5'	10'	5'	5'	5'	5' (Note1)	0'	5'	5'

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SECTION 3

TABLE 3.2: DEVELOPMENT STANDARDS & BULK REGULATIONS TABLE

	MU-C (1)	MU-C(2)	MU-C (3)	MU-C (4)	MU-N	MU-TNG	MU-TEN	MU-TMR (1)	MU-TMR (2)
Building Orientation	to Street		to Street	to Street	to Street	to Street	to Lake & Street	to Street	to Street
Accessory Buildings									

Note 1: Setback from the ACOE property shall be 0' (zero feet).

Note 2: Turning radii shall be the smallest radius approved by the Public Works Department

Note 3: Civic/Open Spaces are assumed to be dedicated to a Property Owners' Association unless the Town requests Ownership.

Note 4: "Regular" as used in the MU Ordinance, implies a form as rectangular as practical within existing geographical constraints

Note 5: The maximum block dimension shall be measured as the continuous lot frontage, uninterrupted by streets or public open space.

Note 6: Matched Pattern for tree spacing means that the trees on one side of the street are matched on the other side of the street, symmetrical & same species.

Note 7: At least 70% of the completed building frontage on Lakeside Parkway must be at least 2 stories in height.

Note 8: Building front façade may exceed 5' from the Property line provided the additional space is used as a public plaza or other appropriate open space.

Note 9: The max Setback from FM 2499 or Silveron is not limited by this Code. Setbacks from Lakeside Parkway (west of FM 2499) must comply with MU-C(1) for front buildings.

Note 10: See Section 7 for street tree planting requirements for front-loaded lots

Note 11: Areas required to be built to commercial standards are identified in the Subzone standards

Note 12: Areas permitting residential occupancy on the ground floor are identified in the Subzone Standards.

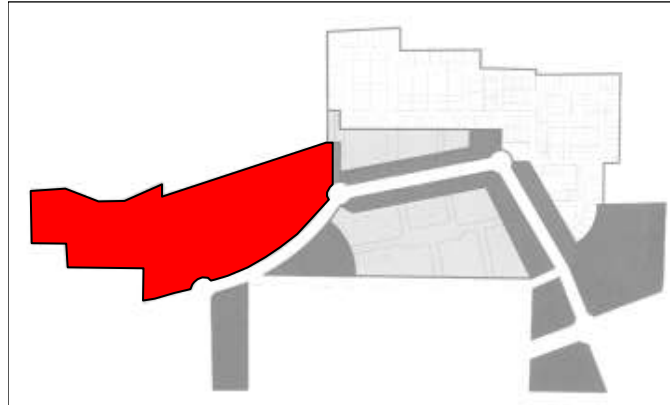
Note 13: Restaurants and hotels may exceed the maximum 25' front setback. See Table 3.1.3 for front setback for single family detached lots.

Note 14: The minimum building height for commercial occupancy is one story. Except as exempted below, the minimum height for buildings that include apartments/condos is 5 habitable stories. Buildings exempt from the 5 story minimum include residential units used to screen parking structures, the townhomes referenced in Note 3 Figure 3.3, and buildings of 3 or fewer stories with commercial occupancy on the ground floor.

Note 15: See Section 3.1.G for additional limitations on building height.

TABLE 3.3 BONUS HEIGHT PROVISIONS

SUBZONES MU-C(3) & MU-TEN	
BUILDING HEIGHTS	The MU Ordinance allows taller building heights based upon compliance with a set of criteria. The Bonus Height was established and adopted with the passage of the Lakeside DFW Development Code in 2012, and allowed buildings up to 25 stories in height, based on that criteria. The criteria has not changed with the exc on of the modi on as described below.
MODIFICATION	The criteria requires a “step-back” of 12’ from the front building façade for all stories above the 5th oor. This provision was intended to alleviate the poten l for the “canyon” appearance of tall buildings lining a pedestrian-oriented, human-scaled streetscape. Since the proposed buildings are generally oriented with the shortest façade from g the street, the facades con te a small por f the Sunset Boulevard streetscape, so the pedestrian experience will not be crowded with imposing facades lining the street.
OTHER CRITERIA	The add onal criteria, including increased open space, distance to adjacent neighborhoods, integr on of buildings and open spaces, remain in place.

SUBZONE STANDARDS**SECTION 3.1.
SUBZONE PLAN
MU-TEN****A: MICROZONE (MZ) NARRATIVE**

Subzone MU-TEN incorporates former Subzones MU-TEN(1), MU-TEN(2), plus an additional 9.0 acres between those subzones.

The Microzones within the Subzone define how portions of each subzone may develop and function. Where minimum commercial or maximum residential land area is required in a microzone, the rules apply to the ground floor or street level occupancy. Floors above the street level may include the same category of use or may differ from the required ground floor land use.

MZ 1: Area is estimated to be approximately 4.6 acres and shall contain a maximum of 50% of land area devoted to residential occupancy and associated parking; MZ 1 must contain the Community Lawn open space (OS 1). Structured parking is permitted below the Community Lawn open space.

MZ 2: Area is estimated to be approximately 3.7 acres including the traffic turnaround for Street I (Sunset Blvd). The MZ shall contain publicly accessible and commercially accessible open space (OS 2) fronting on the western boundary with Grapevine Lake. Structured parking shall be located primarily below street level. Occupancy is projected to be primarily restaurants; no residential occupancy is permitted.

MZ 3: Area is estimated to be approximately 1.0 acre. The open space is intended to function as an extension of the Community Lawn and includes the Sunset Green Amphitheater (OS 3). It will include an amphitheater with benched seating that follows the natural contours of the land and imposes minimal disturbance to the existing trees. The performance area is antici-

pated to be an intimate low-key venue, compatible with the natural setting. Seating capacity shall be determined by the natural features but shall not be less than 125 seats. Lighting and sound system equipment shall be optional. The trail shall connect to OS 2 and OS 4. The area allows up to a maximum of 7500 indoor square feet of commercial occupancy. Parking for any commercial use within MZ 3 must be accommodated below grade or outside MZ 3. No residential occupancy is permitted.

MZ 4: Area is estimated to be approximately 1.7 acres, and contains the existing Sunset Point Observation Plaza. The open space (OS 4) shall connect to the trail and extend to Street I and shall occupy the entire western boundary facing Lake Grapevine. Public open space within the area shall be a minimum of 15% of the land area.

MZ 5: Area is estimated to be approximately 13.6 acres, and includes the existing Lakeside Tower condominiums as well as the existing Trailhead and Boardwalk (OS 5a). The MZ shall also include a village plaza (OS 5b) and the Corner Park (OS5c). Residential occupancy is permitted but single family lots are limited by Table 3.1.1.

MZ 6: Estimated to be approximately 9.8 acres, the area shall include a linear park along the length of Street 13 (Lakeside Village Dr) & Street 14, and may also include private open space for the use of the residents of the single family homes within the Subzone. The south side of Street 13, and the east side of Street I, are required to have commercial occupancy on the ground floor.

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SECTION 3

**SUBZONE MU-TEN
LAND USE REGULATIONS**

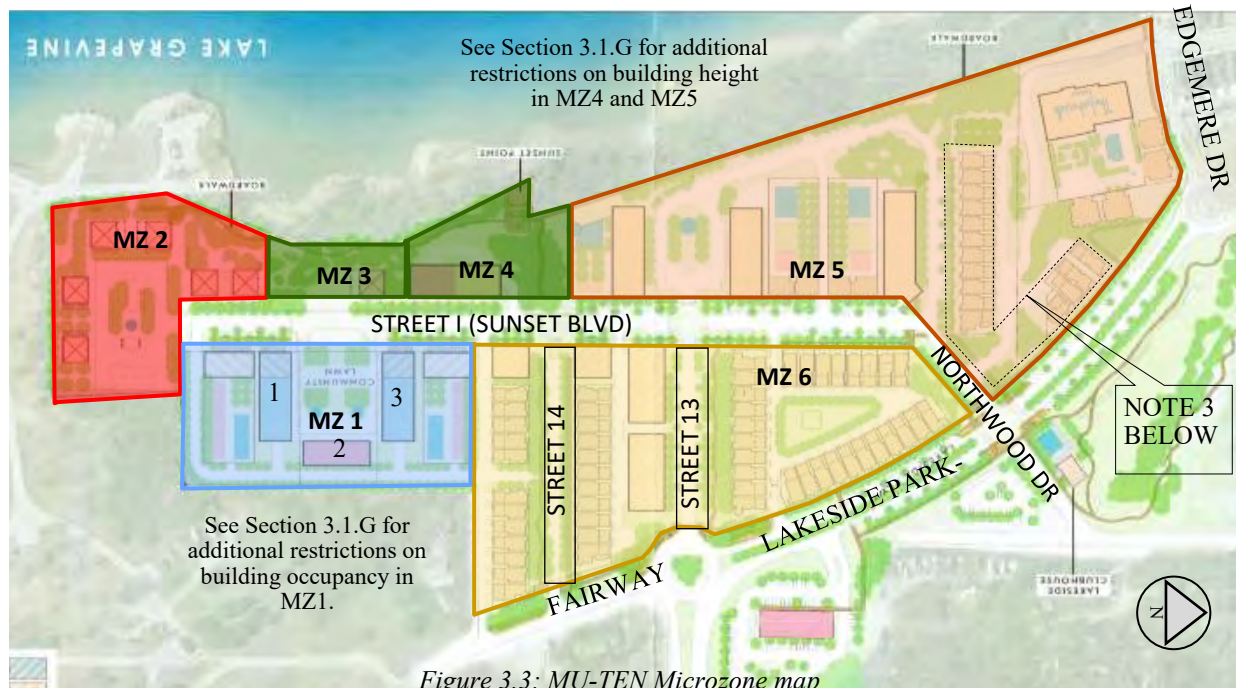


Figure 3.3: MU-TEN Microzone map

GENERAL LAND USE

TABLE 3.1.1: SUPPLEMENT TO TABLE 3.1 PERMITTED USE TABLE

SUBZONE MU-TEN PROJECTED, PERMITTED AND REQUIRED LAND USES BY MICROZONE

- √ PERMITTED
• REQUIRED
PROHIBITED

MICROZONES	MZ1	MZ2	MZ3	MZ4	MZ5	MZ6	TOTALS
APPROXIMATE SIZE	4.6	3.7	1.0	1.7	13.6	9.8	34.4
COMMERCIAL	•	√	√	√	√	•	
RESTAURANT	√	•	√	√	√	√	
HOTEL	√			√	√	√	
LIVE / WORK UNITS	√				√	√	
RESIDENTIAL LOFTS (UPPER FLOORS ONLY)	NOTE 4			√	NOTE 4	NOTE 5	
APARTMENTS / CONDOS (INCLUDING GROUND FLOOR RESIDENTIAL)	NOTE 4			NOTE 4	NOTE 4		
SINGLE FAMILY RESIDENTIAL ATTACHED (TOWNHOMES)					NOTE 3		
SINGLE FAMILY RESIDENTIAL DETACHED					NOTE 2	√	
OPEN SPACE LABEL	OS1	OS2	OS3	OS4	OS5a b c	OS6	

NOTE1: Street I area is approximately 4.1 acres with no specified land use making the total for the MU-TEN subzone a total of 38.5 acres.

NOTE 2: The maximum single-family detached platted lots is limited to 20 lots within this Micro-zone.

NOTE 3: If attached townhomes are proposed, whether platted

individually or together, then they are limited to Edgemere, Lakeside Parkway and Sunset Blvd, and must be used as a buffer for structured parking, or where shown on Figure 3.3 above.

NOTE 4: Buildings are 5-story minimum height.

NOTE 5: Permitted South of Street 13 only.

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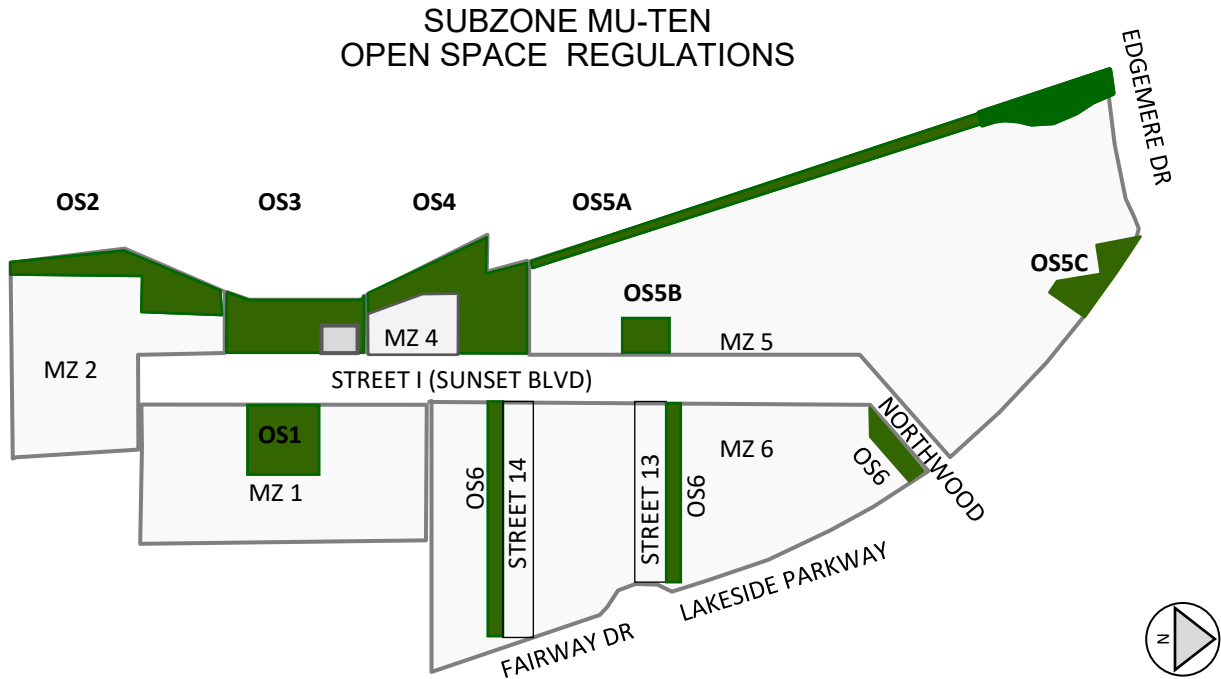


Figure 3.4: MU-TEN Public Open Space Map

TABLE 3.1.2 SUBZONE MU-TEN OPEN SPACE SUMMARY

OPEN SPACE	OS1	OS2	OS3	OS4	OS5a	OS5b	OS5c	OS6	TOTALS
NAME / DESCRIPTION	COMMUNITY LAWN	WATER FRONT BLUFF	SUNSET GREEN AMPHITHEATER	SUNSET POINT	BOARD-WALK	VILLAGE PLAZA	CORNER PARK	LINEAR PARKS	
APPROXIMATE PERCENTAGE OF MICRO-ZONE (MZ) DEVOTED TO PUBLIC OPEN SPACE	8%	8%	70%	15%	3%	1%	2%	3%	9%
MINIMUM AREA (ACRES)	0.4	0.3	0.7	0.3	1.2	0.2	0.3	0.3	3.7
% OF WESTERN BOUNDARY OF MICROZONE DEVOTED TO PUBLIC TRAIL AND OPEN SPACE	NA	60%	100%	100%	100%	NA	NA	NA	92%
TRAIL CONNECTION REQUIRED		YES	YES	YES	YES			YES	

B: OPEN SPACE NARRATIVE

OS-1: COMMUNITY LAWN: This open space fronts on Street I overlooking the amphitheater across the street and provides views of the lake to the west.

OS-2: WATERFRONT BLUFF: This open space is adjacent to the parking structure and is intended to allow pedestrian access to the trail, the waterfront bluff, the parking structure, and the restaurants.

OS-3: SUNSET GREEN AMPHITHEATER: This open space provides pedestrian access to the trail, the amphitheater, and to unobstructed views of Grapevine Lake.

OS-4: SUNSET POINT: This open space includes the existing Sunset Point Observation Plaza and provides a public connection to Street I.

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OS-5a: BOARDWALK & TRAILHEAD: This Open Space includes the existing Boardwalk and trailhead which is accessed from existing Edgemere Road.

OS-5b: VILLAGE PLAZA: This Open Space shall have public access and may occur anywhere within MZ 5 to provide a central open space within the micro-zone.

OS-5c: CORNER PARK: This open space occupies the corner fronting the traffic circle at the Edgemere and Lakeside Parkway.

OS-6: LINEAR PARK: This Open Space is situated adjacent to the street ROW for Streets 13 & 14 and serves to buffer the frontage of the residential lots.

**SUBZONE MU-TEN
COMMERCIAL STREETSCAPE REGULATIONS**

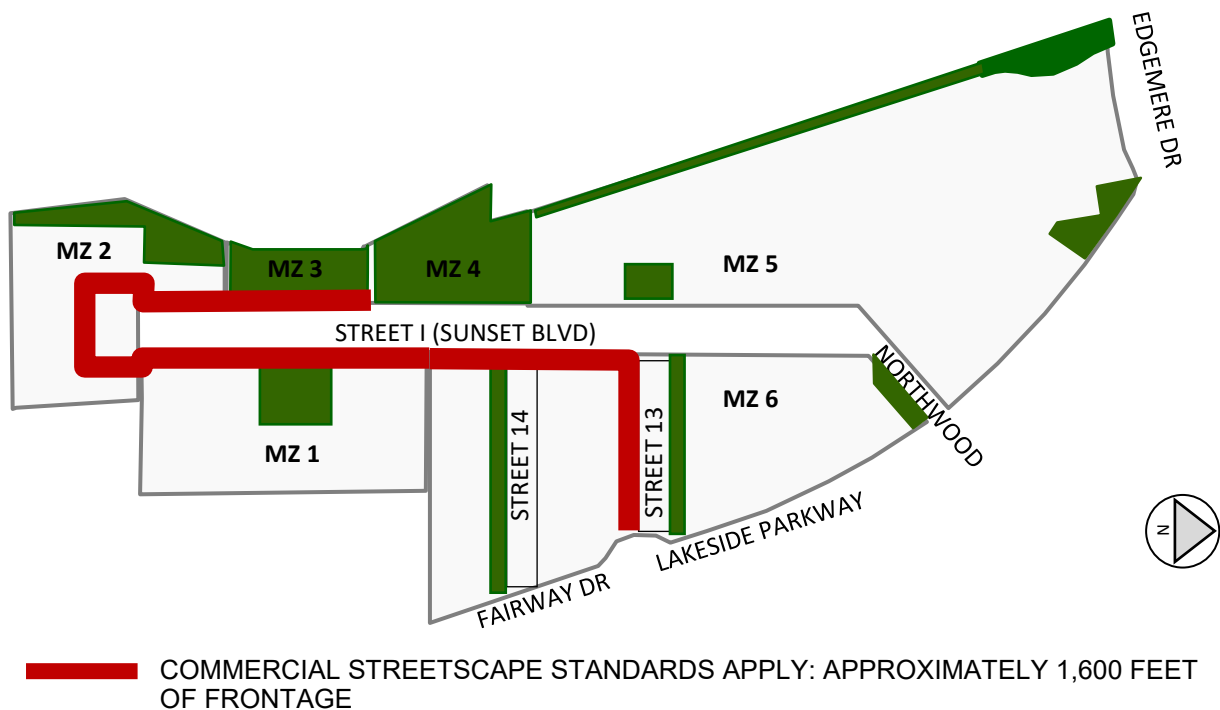


Figure 3.5: MU-TEN COMMERCIAL STREETSCAPE MAP

D: COMMERCIAL STREETSCAPE:

1. All buildings fronting Street I (Sunset Blvd.) in MZ 1, MZ 2, MZ 3, and the south side of Street 13 (Lakeside Village Drive) in MZ 6 must be con-

structed to commercial streetscape standards as described in Section 7 of this Code. Ground floor occupancy fronting Street I within these Microzones is limited to commercial occupancy.

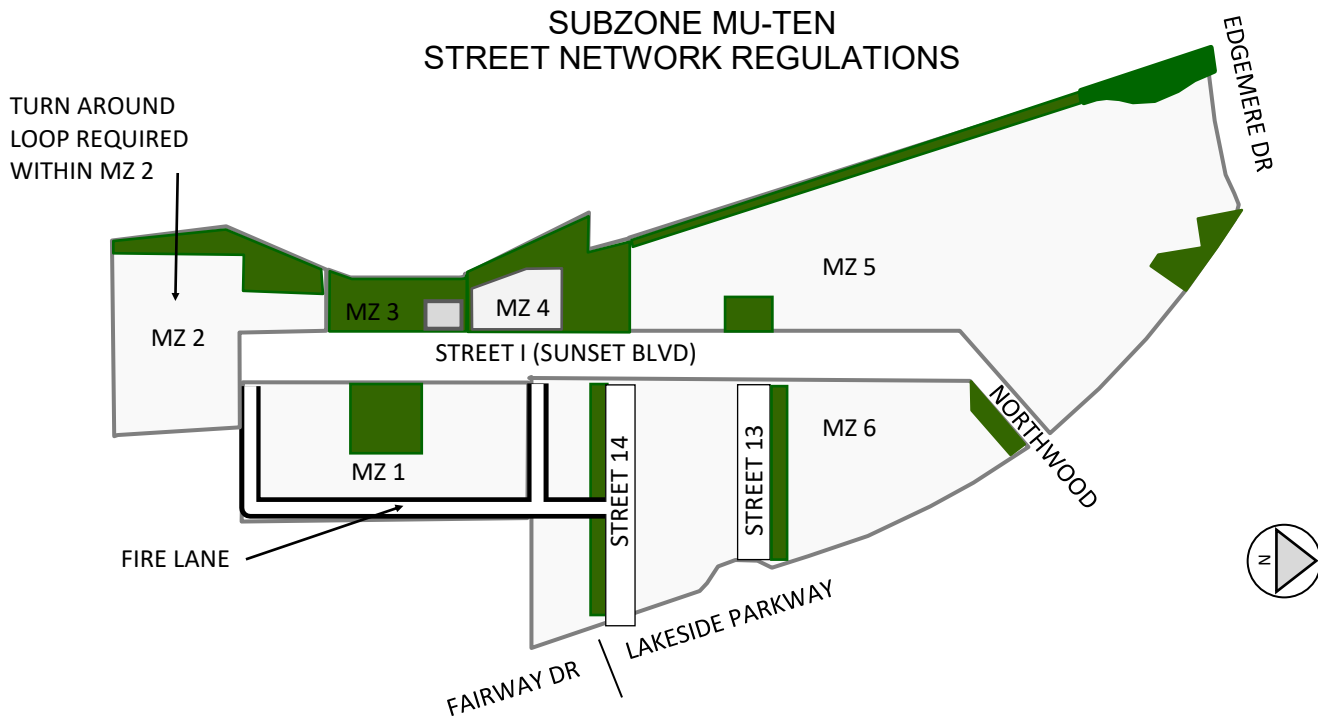


Figure 3.6: MU-TEN Street Network
See Table 4.1 for additional standards on Street types

E. STREET NETWORK STANDARDS

1. The street network shall comply with the minimum requirements in Section 4. Commercial buildings shall provide adequate emergency access via a minimum 26' wide clear travel path for emergency vehicles either within public Rights-of-way or public fire lanes or private access easements complying with minimum fire lane widths.
2. Residential lots shall also comply with emergency access via public rights-of-way providing a minimum 26' wide clear path, and via alleys which may be 20' or narrower in lieu of the standard fire lane provided the Fire Department approves the emergency access plan.
3. One cul-de-sac in MZ6, subject to review and approval by the Town Fire Department, shall be permitted.

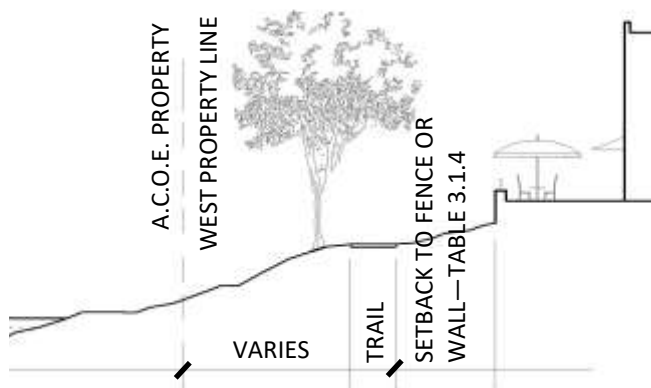


TABLE 3.1.4 PUBLIC ACCESS SETBACK TO WALL OR FENCE	
OS2: WATERFRONT BLUFF	5'
OS3: SUNSET GREEN	2'
OS4: SUNSET POINT	10'
OS5a: BOARDWALK	10'

Figure 3.7: PUBLIC ACCESS EASEMENT: Width shall extend from the east edge of the trail to the west property line. The Public Access Easement should appear to be an integrated element of the site, and not appear to be walled off from the private development.

SUBZONE MU-TEN
PUBLIC ACCESS DEFINITION

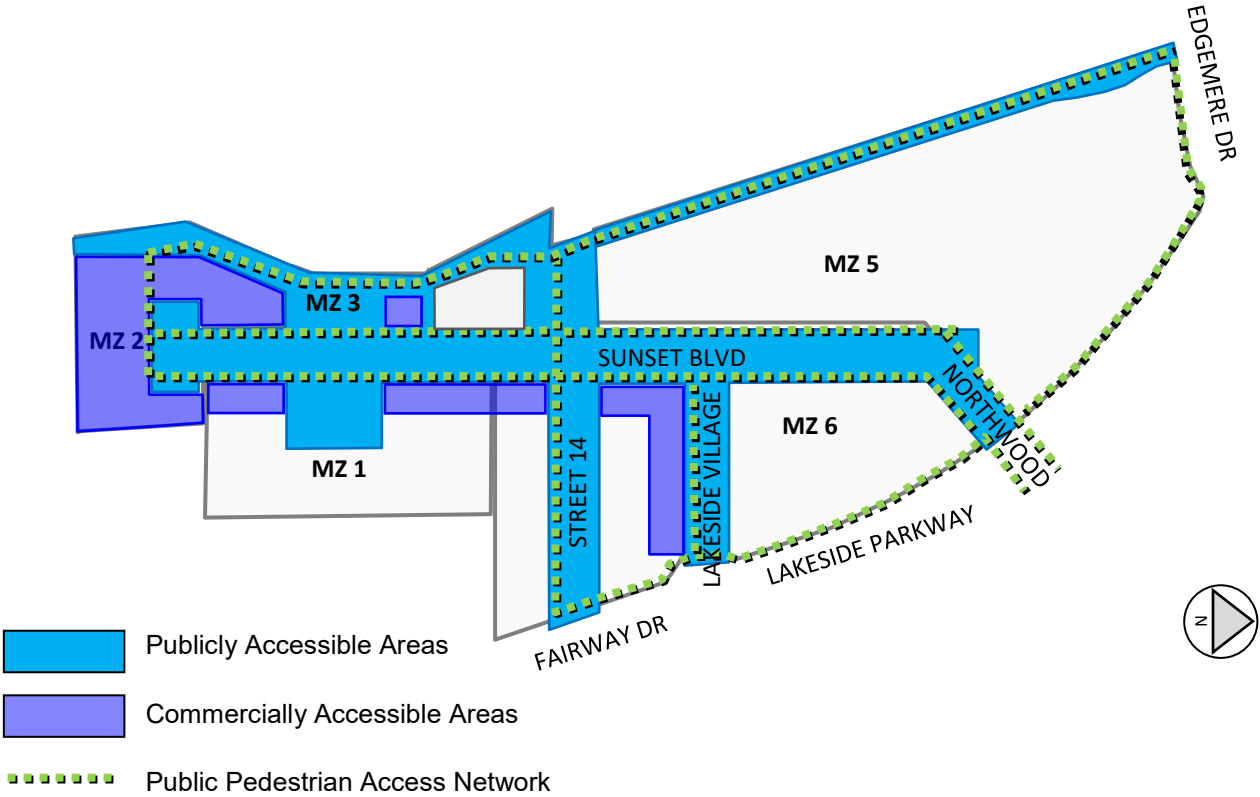


Figure 3.8: MU-TEN Public Access Map

F. PUBLIC PEDESTRIAN ACCESS NETWORK

Public pedestrian access network may include stairs and trails that do not comply with federal ADA standards provided there is an accessible route to commercial destinations.

TABLE 3.1.3: SUBZONE: MU-TEN

MICROZONES MZ 5, MZ 6		SINGLE FAMILY LOTS: ATTACHED AND DETACHED
BUILDING STANDARD		
Maximum Single Family Lots		80
Garage		All the single family lots must be alley served to access the garage.
Maximum Height of SF Homes		3 Stories
Front Set Back		5' minimum; 15' maximum from lot property line.
Minimum Side Set Back		5' one side, 0' other side
Minimum Side Setback Corner Lot		Match front setback
Minimum Rear Set Back		15' from house to property line; 5' from garage to alley.
Porches		May encroach on set-back line
Fences: Front yard		No privacy fences closer to front setback line than the front wall of the home

SUBZONE MU-TEN**G. ARCHITECTURAL STANDARDS****1. GENERAL**

- a. All buildings within the MU-TEN Subzone shall comply with the Architectural standards included in Section 7 of this code, except as amended, supplemented, or modified in this section.

2. SITE DESIGN

- a. Building Primary Entries: Buildings four stories or greater are permitted to have a primary entrance designed as a porte cohere or covered drive to a front door. The porte cohere must be located on a side street, or private drive and may not be located between the building and Sunset Boulevard (Street I) ROW.
- b. Dumpsters and Loading Docks: Dumpsters and loading docks shall be accessed via alleys or secondary streets. Dumpsters and loading docks shall not be readily visible from public streets.
- c. Surface Parking shall comply with Section 6 of this Code.
- d. Structured Parking shall comply with Section 6 of this Code. Structured parking is defined as a parking structure, either above or below grade, and is more than 1 level of parking.
- e. Roundabout #2 Architectural Feature: As required by the approved Site Plan for Lakeside Tower, an architectural feature, element, or other visual focus to the Lakeside Parkway view corridor shall be provided within the traffic circle at the intersection of Lakeside Parkway and Edgemere Drive.

3. DETENTION: The development will meet the Town's drainage and detention requirements.**4. PARKS, TREES & OPEN SPACE**

- a. Division 25 of the Mixed Use District standards pursuant to Section 98-905 (c) of the Town's Code of Ordinances shall apply.
- b. Section 98-905.b.2, private open space, shall apply to all residential units except single-family detached.
- c. This requirement supersedes the standards included in Section 5.3 Paragraphs C, D, and E of this Development Code.

5. BUILDING DESIGN

- a. Bonus Height Provision, ground floor: A minimum of 50% of the ground floor building area shall be built and occupied as non-residential occupancy only. The non-residential occupancy may include

lobbies, fitness centers, and other resident services in addition to commercial occupancy.

- b. Ground floor: Shall comply with Section 7 of the Code, except the minimum required floor-to-floor height for Ground Floor Commercial Standards shall be 12' 0" floor-to-floor.
- c. Windows: All windows shall comply with Section 7 except as follows:
 - i. Buildings 4 stories or greater may exceed the maximum glass area up to a maximum of 90% of the building exterior.
 - ii. Buildings 4 stories or greater, may use tinted, mirrored, or opaque glass above the ground floor.
 - iii. Restaurants: Minimum glass area fronting the street shall be 15%; maximum glass area fronting the Lake shall be 90%.
- c. Towers exceeding 4 stories are not required to recess the building 12' from the front building line.
- d. The Exterior Insulation and Finish System, known as EIFS, may only be used above the ground floor and only on buildings 4 stories or taller.
- e. Apartment and condo buildings in MZ1 and MZ5 shall provide structured parking for the residential units. Buildings of 3 or fewer stories with commercial occupancy on the ground floor in MZ6 are not required to provide structured parking.
- f. In MZ1, the three building sites are restricted as follows:
 - i. Building #1 is limited to either commercial use or a Fine Arts Facility (FAF).
 - ii. Building #2 is limited to hotel use or a combination of hotel and residential use. If residential units are incorporated into the hotel building, the maximum number of residential units is limited to 15% of the total number of hotel rooms in the building.
- g. In MZ4, the maximum building height is limited to 12 habitable stories.
- h. In MZ5, a maximum of four residential towers are permitted, in addition to other permitted uses. In addition to the existing tower, the new residential towers are limited to a maximum height of 24, 21, and 18 habitable stories, respectively.

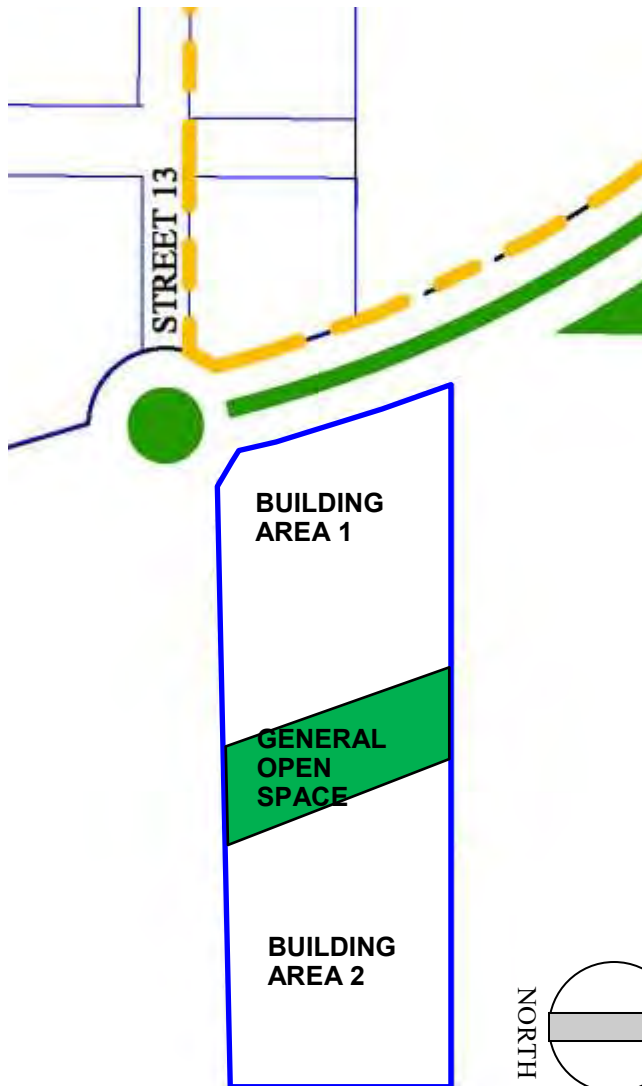
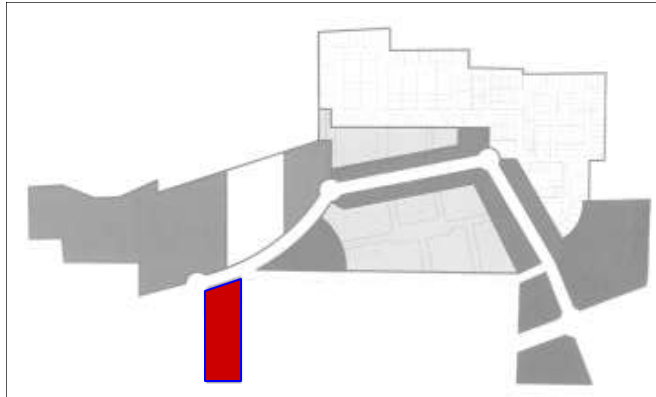
SUBZONE STANDARDS**SECTION 3.2.
SUBZONE PLAN
MU-C (3)**

Figure 3.7: MU-TC(3) subzone map

BUILDING AREA MICROZONES

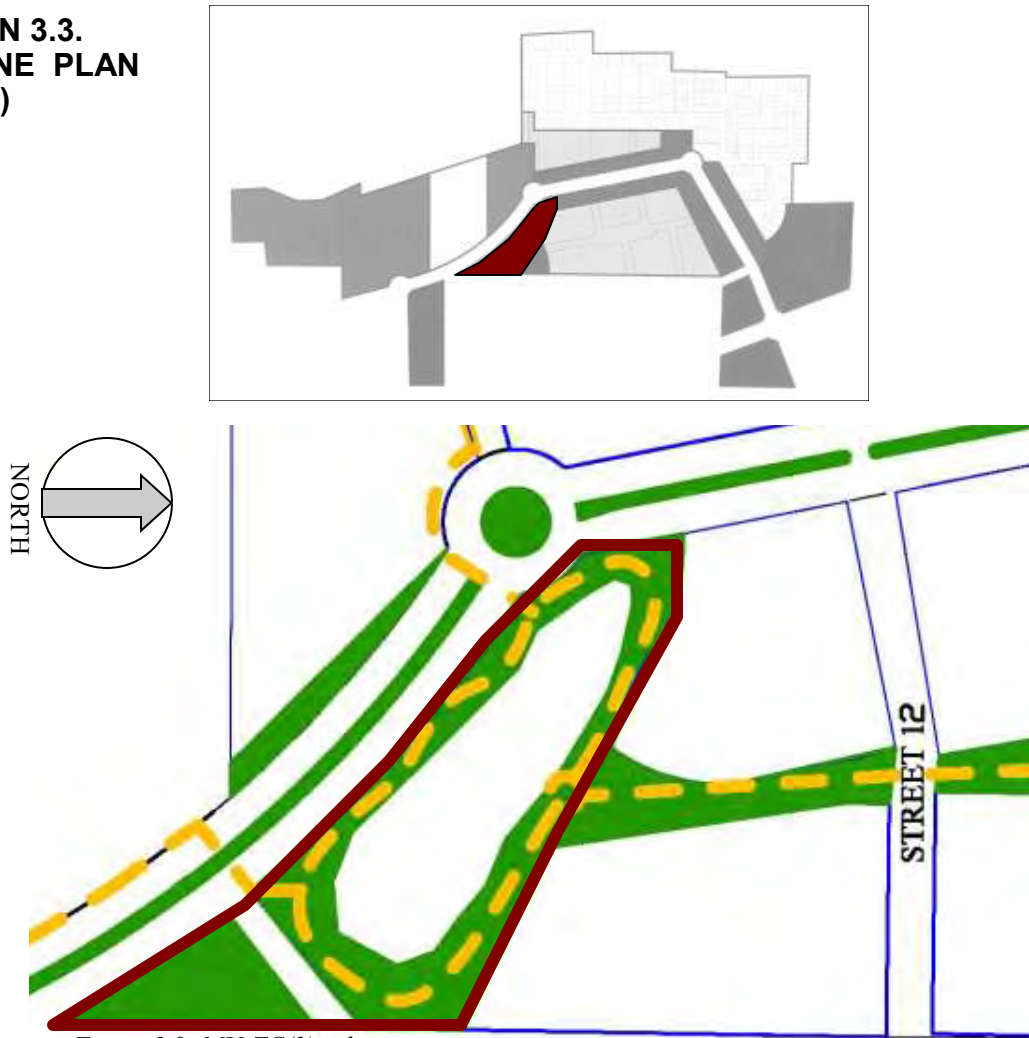
1. These areas are defined by the perimeter of the subzone less the area allocated for General Open Space as required in Table 5.1 for Parks and Open Spaces.
2. Buildings shall comply with Section 3.1.G.5.
3. Structured parking must be screened at the ground floor from Lakeside Parkway and Lakeside Village Blvd by a landscape screen. All levels of the parking structure shall screen cars from view with masonry walls a minimum of 42 inches in height.
4. Surface parking, complying with Section 6 of this Code, shall be permitted.

GENERAL OPEN SPACE

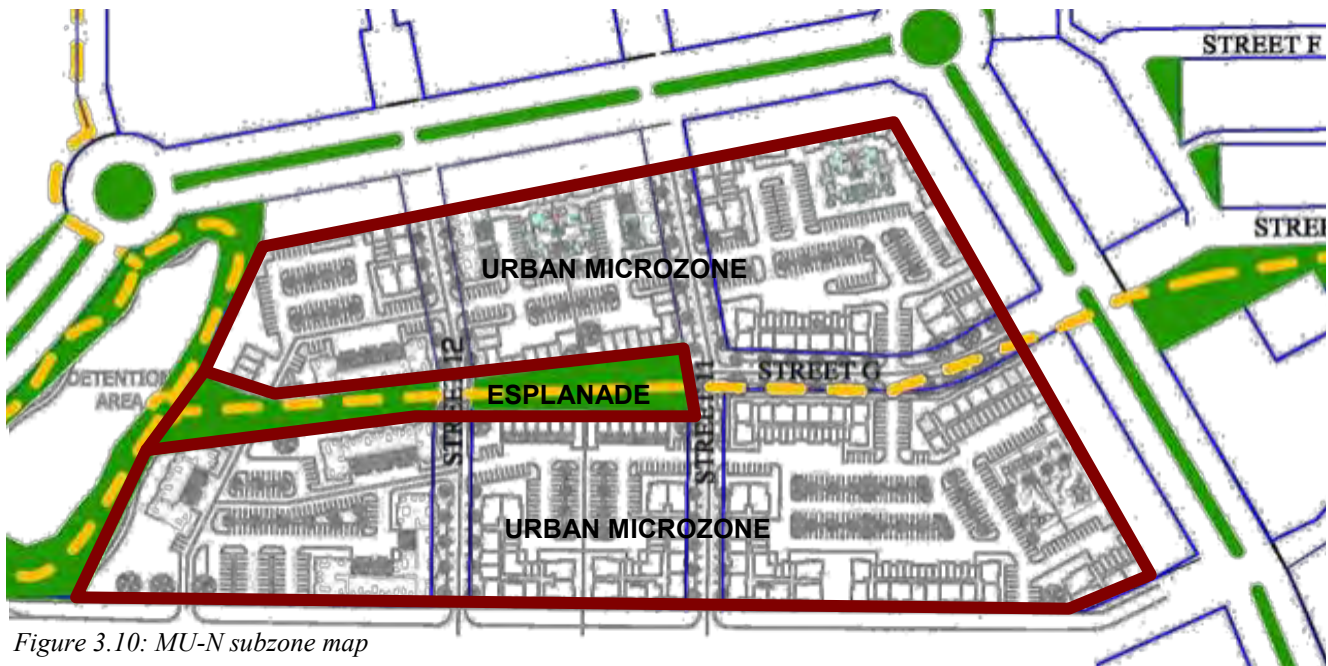
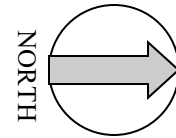
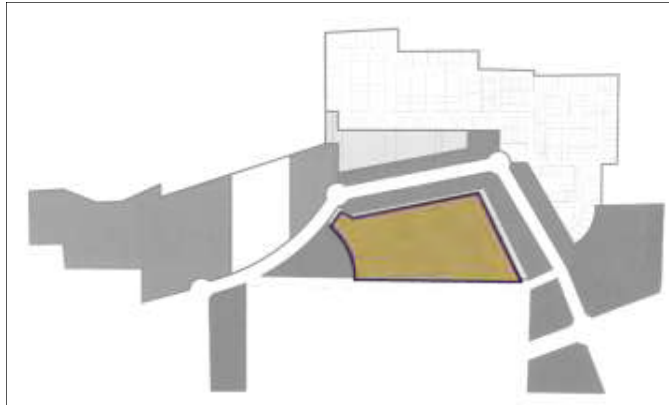
1. The minimum requirements for the General Open Space is in Table 5.1 of the Park Open Space Requirements; but the open space must fully encompass the banks of the stream passing through the site.
2. No parking or streets are permitted in this micro-zone.

SIDEWALK

1. The Subzone frontage along Lakeside Village Blvd. shall provide a 5' sidewalk within the public ROW and street trees where feasible.
2. The Subzone frontage along Lakeside Parkway shall provide a 6' sidewalk with street trees in accordance with the Trail Map in Figure 5.2.

SUBZONE STANDARDS**SECTION 3.3.
SUBZONE PLAN
MU-C (2)***Figure 3.9: MU-C(2) subzone map***MU-C(2) SUBZONE**

1. This area is defined by the perimeter of the MU-C(2) subzone.
2. This area must include a minimum of 2.4 acres and may include up to 250' of roadway and 40 parking spaces on or near Old Long Prairie Road.
3. See Table 5.1 for minimum trail system requirements.
4. See Section 5 for park and open space minimum standards.
5. This area may be used for detention and retention of storm water.
6. The detention area may be fenced provided the fence does not restrict public access to the Trail System.

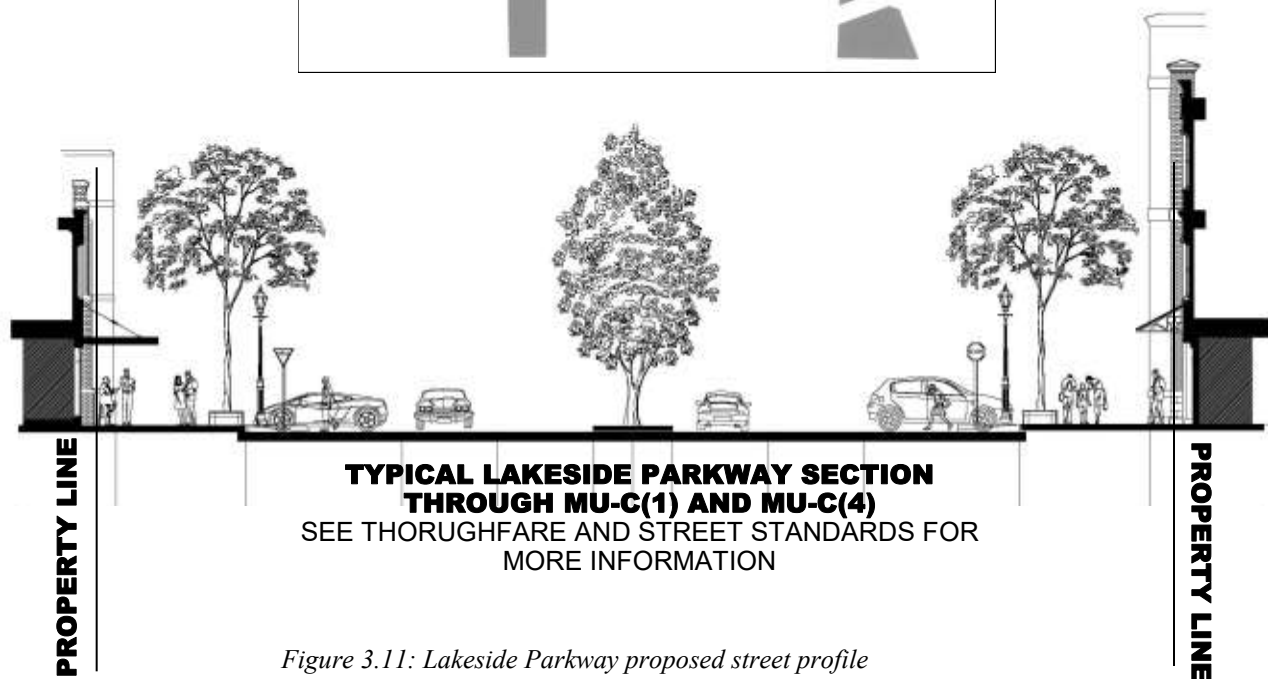
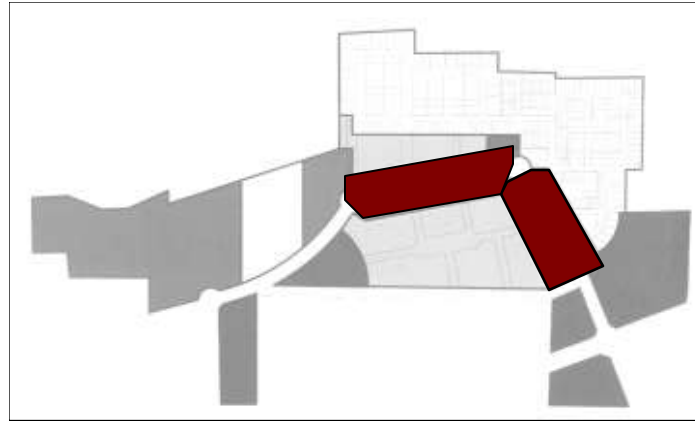
SUBZONE STANDARDS**SECTION 3.4.
SUBZONE PLAN
MU-N(1)***Figure 3.10: MU-N subzone map***ESPLANADE MICROZONE**

1. Generally defined by the urban blocks and residential buildings to the east and west and by Long Prairie park to the south.
2. Park requirements must comply with the park standards defined in Section 5 and in Table 5.1
3. Trail requirements are defined in Section 5 and Table 5.1.
4. Must be a minimum of 1.25 acres and 50' in width.

URBAN MICROZONE

1. Bounded by the MU-C(1) subzone to the north, MU-C(4) Subzone to the west, MU-C(2) subzone to the south and Long Prairie Rd to the east.
2. The Urban Microzone may be subdivided into no fewer than 4 and no greater than 6 blocks.

3. Street 11 and street 12 must align with streets across Lakeside Parkway.
4. At least one street must intersect old Long Prairie Rd to be able to connect to a future roadway from the east that connects to FM 2499.
5. Streets must comply with Section 4 of this Development Code, including on-street parking and streetscape.
6. Buildings must comply with Section 7 for buildings with non-commercial ground floors.
7. Parking inside the residential buildings is permitted provided access to the garage spaces is from the rear façade in the interior of the block.

SUBZONE STANDARDS**SECTION 3.5.
SUBZONE PLANS
MU-C (1)
MU-C (4)***Figure 3.11: Lakeside Parkway proposed street profile***MU-C(1) SUBZONE**

1. The subzone is defined by the frontage along Lakeside Parkway between FM 2499 and the first roundabout. The depth of the subzone extends a minimum of 80' in depth from the Lakeside Parkway ROW.
2. The ground floor of all buildings must comply with Section 7 Building Standards for buildings built to commercial standards.
3. The ground floor must also be occupied by non-residential occupancies or remain vacant.
4. The subzone must also include a park complying with Table 5.1 of the Park and Open Space Standards.
5. No less than 70% of the frontage of Lakeside Parkway must be 2 stories or greater.
6. One story buildings may not occupy corner locations with intersecting public streets.
7. Parking drive aisles behind buildings may also serve as alleys for residential access in an adjacent Subzone.

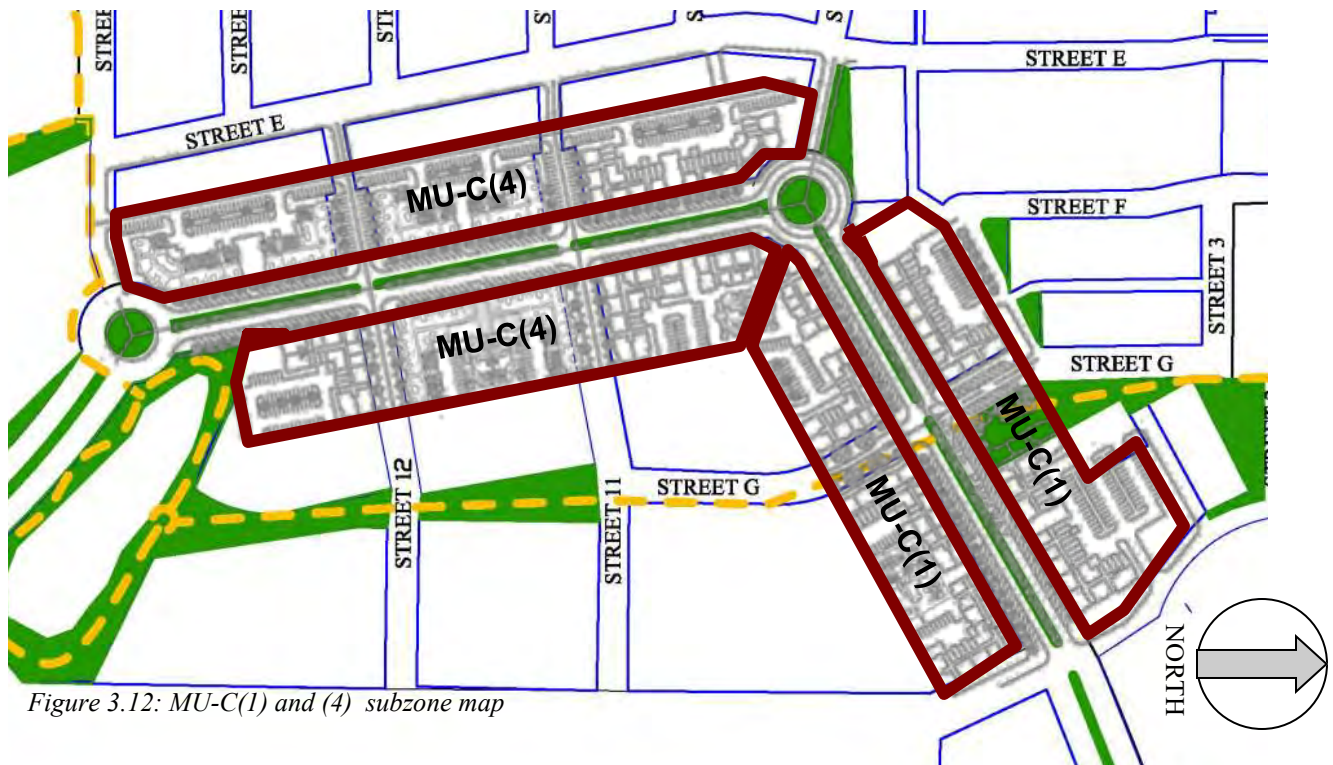
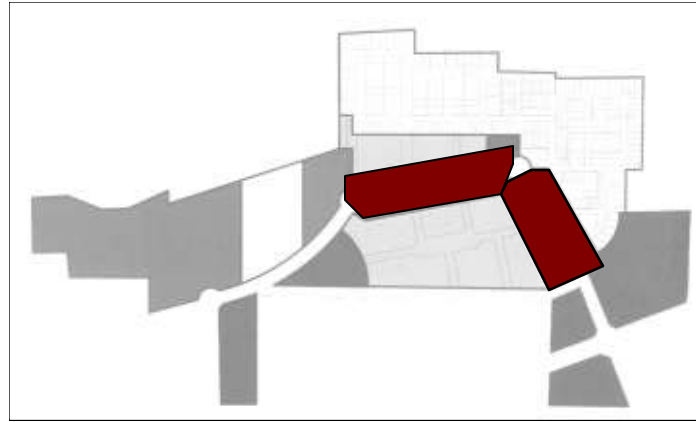
SUBZONE STANDARDS

Figure 3.12: MU-C(1) and (4) subzone map

MU-C(4) SUBZONE

1. The subzone is defined by the frontage along Lakeside Parkway between the first roundabout and the second roundabout. The depth of the subzone extends a minimum of 80' in depth from the Lakeside Parkway ROW.
2. The ground floor of all buildings must comply with Section 7 Building Standards for buildings built to commercial standards.
3. The ground floor may be occupied by residential or by non-residential occupancies.
4. The subzone must also comply with Table 5.1 of the Park and Open Space Standards.
5. No less than 70% of the frontage of Lakeside Parkway must be 2 stories or greater.
6. One story buildings may not occupy corner locations with intersecting public streets and must be a minimum of 20' high to the lowest point on the parapet or eave of the roof.
7. Parking drive aisles behind buildings may also serve as alleys for residential access in an adjacent subzone.

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SECTION 3

SUBZONE STANDARDS

**SECTION 3.6.
SUBZONE PLAN
MU-TNG**

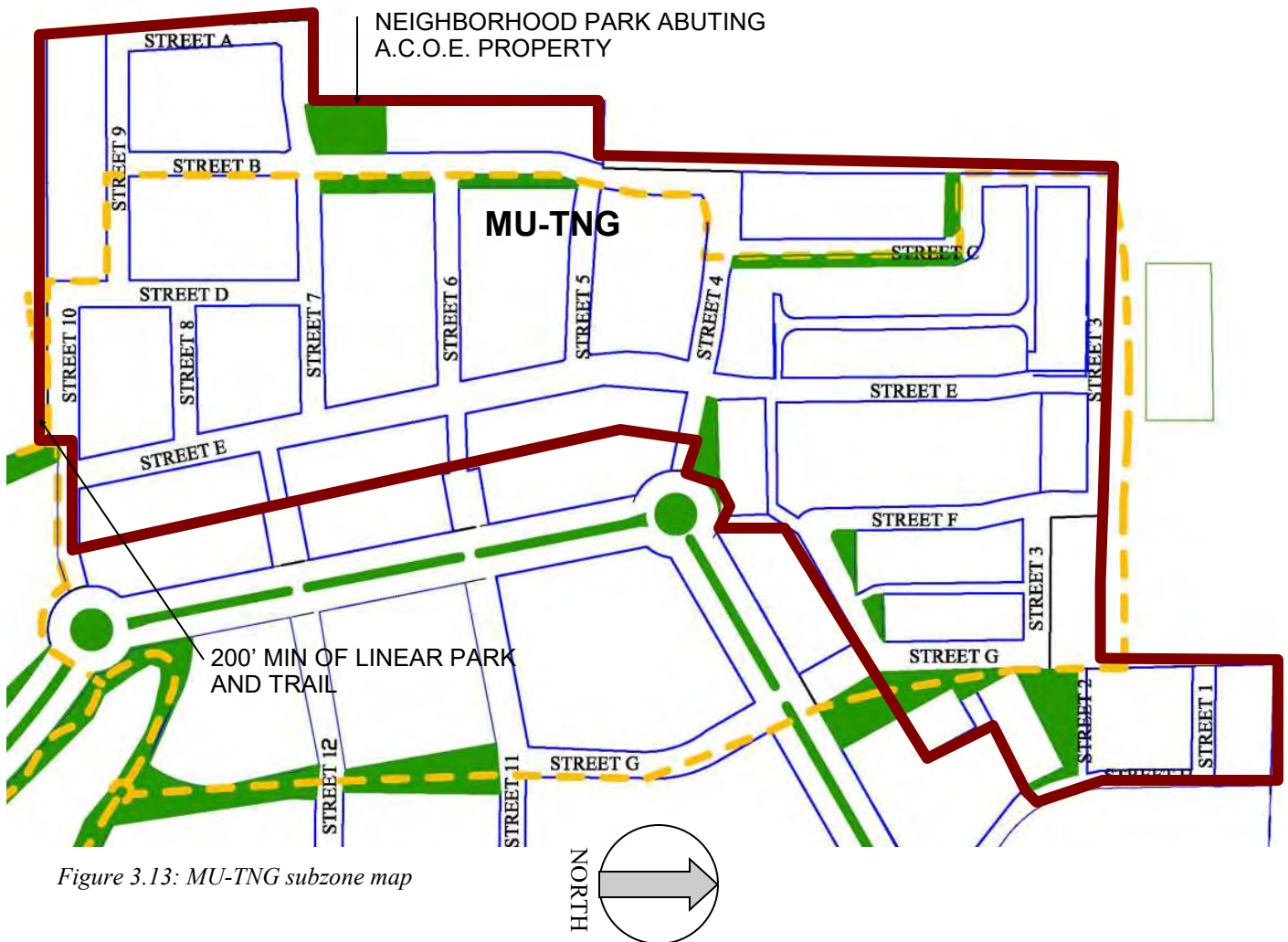
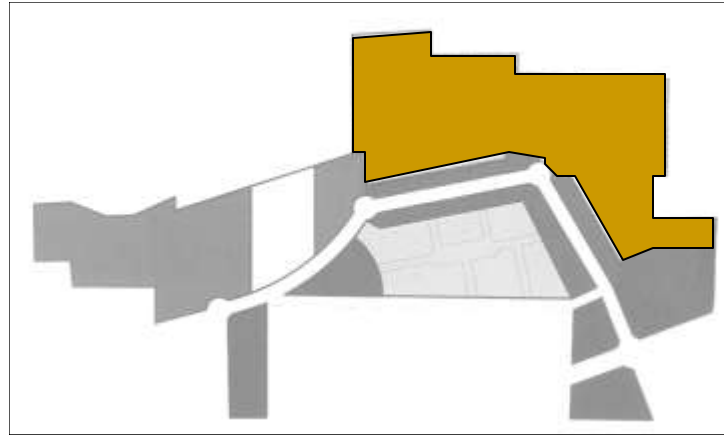


Figure 3.13: MU-TNG subzone map

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SECTION 3

SUBZONE STANDARDS

MU-TNG SUBZONE

1. The area is defined by the north property boundary, the west property boundary, the south property boundary, by subzone MU—C(4) and MU-C(1) to the east and MU-TNR(1) to the east.
2. The subzone consists of single family detached lots. Larger lots shall be located to the west of the subzone further from Lakeside Parkway. Smaller lots should be located closer to Lakeside Parkway and serve as a transition area between the Core subzones and the larger lot residential areas.
3. All blocks must be located within 1/4 mile of at least two parks.
4. Lots abutting MU-C subzones shall be served by an alley with parking and garages to the rear of the lots.
5. Required parks must comply with Table 5.1 of Section 5 Parks and Open Space.
6. Lots fronting designated 'A' streets must orient the homes to face the frontage unless the homes are developed in accordance with the alternative compliance rules in these subzone standards. *See Figure 7.8 Alternative Lot Frontage Compliance, Section 7.*
7. Transition between MU-C(4) and MU-NG Subzones shall occur at the alley/parking lot. *See Figure 7.9 in Section 7 on transition between subzones.*

SUBZONE: MU-TNG

MICROZONES	LOTS = or > 60'	LOTS < 60' and = or > 55'	LOTS > 30' and < 55'
BUILDING STANDARD	See Section 7;	See Section 7;	See Section 7;
Garage	Garage cannot exceed 40% of building frontage. Lots may be served by alley or by street.	Lots will be served by alleys or pull-through driveways, with garage in the rear	lots must be served by alleys with garages in the rear.
	Front loaded lots must comply with the requirements for front loaded lots in Section 7; see figure 7.10	Exception: A maximum of 30 lots, less than 60' in width but equal to or greater than 55' may be front loaded provided the lots comply with the requirements for front loaded lots in Section 7; see figure 7.10	
Front Set Back	10' min; 20' max	10' min; 15' max	5' min; 10' max
Side Set Back	5' min	5' min	5' one side, 0' other side
Rear Set Back	15' from house to property line; 5' to ally if alley served	5' to alley paving	5' to alley paving
Porches	May encroach on set-back line	May encroach on set-back line	May encroach on set-back line
Corner lots	Driveway may enter from either street; Setbacks match adjacent	Setbacks match adjacent	Setback on side street matches front setback of same lot
Fences: Front yard	No privacy fences closer to setback line than the front wall of the home	No privacy fences closer to setback line than the front wall of the home	No privacy fences closer to setback line than the front wall of the home
STREET	See Table 3.2 for permitted street types	See Table 3.2 for permitted street types	See Table 3.2 for permitted street types
PARKING	See Section 6	See Section 6	See Section 6

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SECTION 3

SUBZONE STANDARDS

**3.7.
SUBZONE PLAN
MU-TMR (1)**

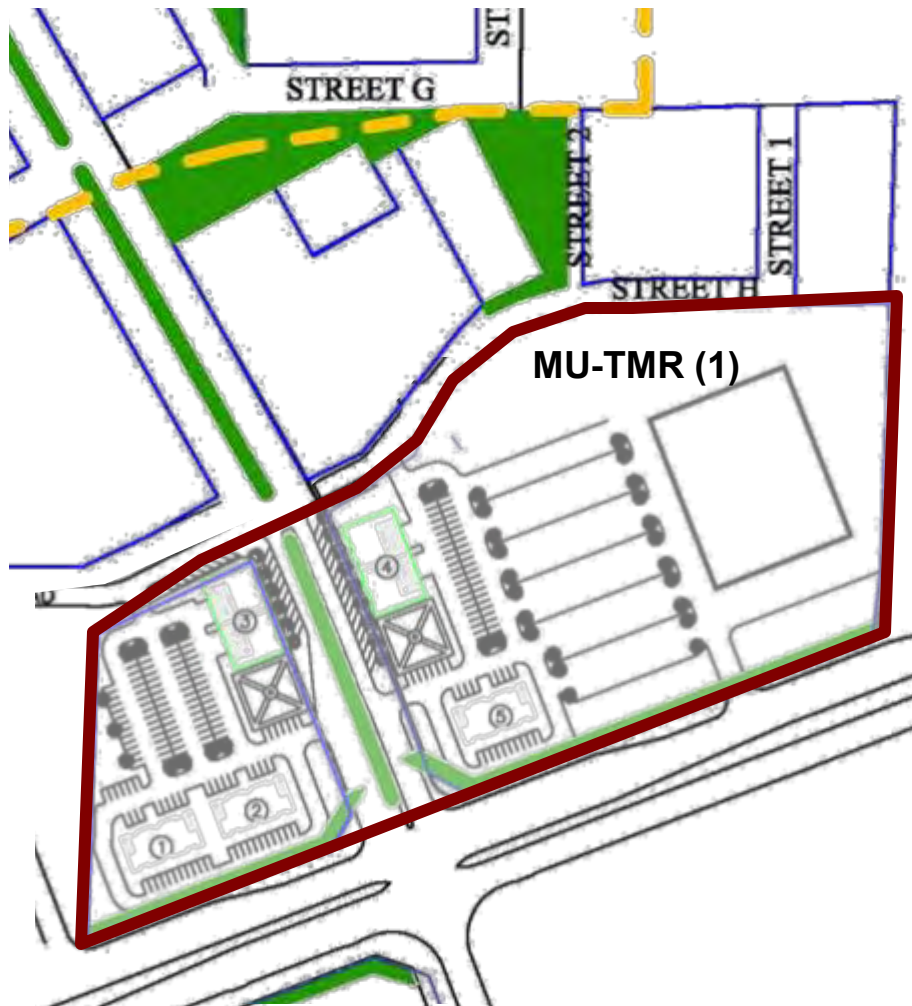
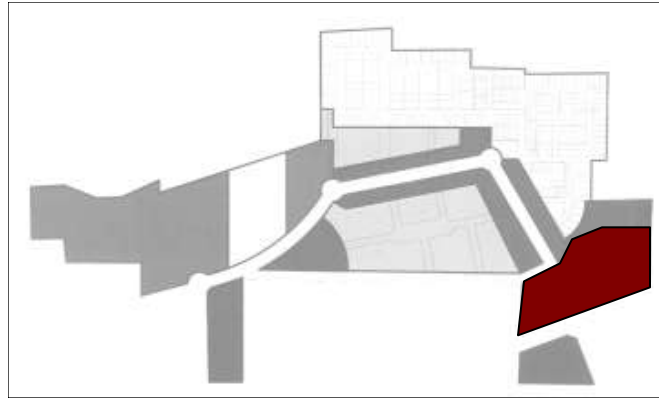


Figure 3.14: MU-TMR (1) subzone map

SUBZONE STANDARDS**MU-TMR (1) SUBZONE**

1. The area is defined by the north property boundary, the east side of FM 2499 ROW, the south property boundary, Long Prairie Rd ROW, MU-C (1) Subzone to the west, and MU-TNG subzone to the west.
2. The minimum depth from Lakeside Parkway is 100'.
3. Lakeside Parkway roadway section may not conform to the MU Boulevard specified in Section 4 of this Development Code due to accommodation for traffic and engineering requirements. Specific deviations from the MU-Boulevard section will be submitted at the time of Site Plan submittal.
4. All Buildings within 100' of Lakeside Parkway shall comply with the development standards in Section 7 of this Development Code and shall be constructed to commercial standards on the ground floor. And consist of two or more stories.
5. Ground floors of all buildings within this Subzone shall be built to commercial standards and shall not contain residential dwelling units. Upper floors may contain residential lofts or office space.
6. Residential units on the ground floor is not permitted.
7. Plazas are required fronting Lakeside Parkway in accordance with Table 5.1 of the Park and Open Space requirements.
8. Buffer yards fronting FM2499 are required in accordance with Section 5 for Parks and Open space.
9. Buildings with a ground floor area greater than 20,000 SF, and greater than 100' in building depth and within 100' of the FM 2499 ROW may comply with Land Development Regulations for C-2 zoning except as specified herein, instead of complying with the Building standards in Section 7 of this code.
10. Surface parking shall be permitted between the FM 2499 ROW and buildings within this subzone.
11. Driveway access shall be permitted from this subzone area to Lakeside Parkway, FM2499, and to any street adjacent to the west perimeter of the subzone (shown in figure 3.14 as Street H).
12. The south block of the MU-MR(1) subzone is required to provide a cross access easement to the property to the south in accordance with the requirements of the Town of Flower Mound provided the property develops as a commercial or mixed use development consistent in quality and occupancy to the subject property.

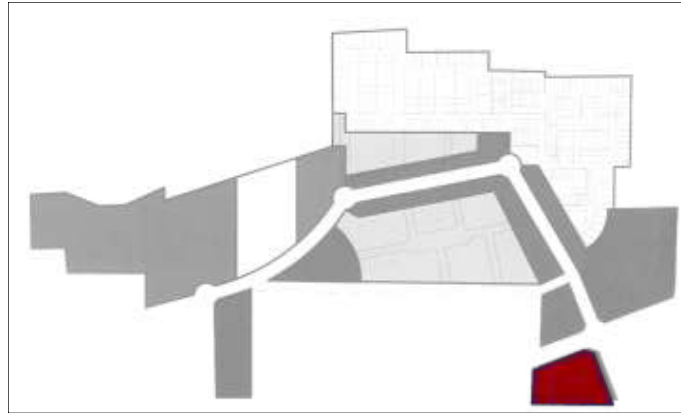
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FLOWER MOUND, TEXAS

SECTION 3

SUBZONE STANDARDS

**SECTION 3.8.
SUBZONE PLAN
MU-TMR (2)**



SUBZONE: MU-TMR (2)

1. The area is defined by FM 2499 ROW to the west, Lakeside Parkway to the north, and the property boundaries to the east and south. The subzone does not directly abut any other subzone.
2. Development is exempt from the building standards defined in Section 7 of this development Code but shall comply with Land Development Regulations for the C-2 Zoning category except as further defined herein.
3. No additional public streets shall be platted within this subzone.

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SECTION 4

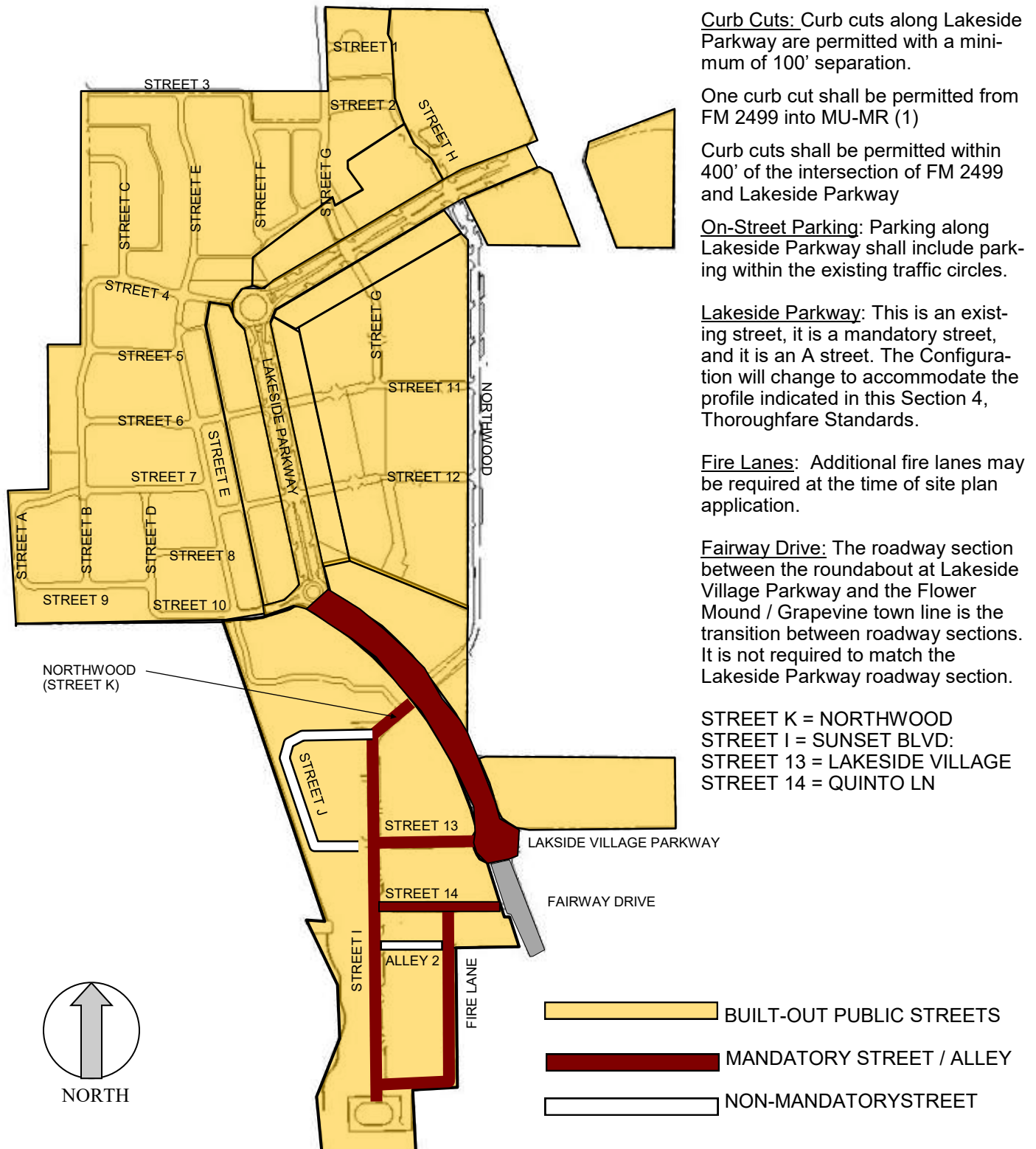
THE STREET AND THOROUGHFARE STANDARDS

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SECTION 4

FIGURE 4.1: STREET PLAN



SECTION 4: STREET AND THROUGHFARE STANDARDS

- A. Intent: It is the intent of these standards to encourage a street network that is fully integrated with the neighborhood and the traffic patterns and also shares the rights-of-way with other competing modes of transportation including bicycles and pedestrians. It is also the intent to promote the public streets as a public place in their own right, as an attractive place, as a place to walk, a place to meet neighbors, and to spend leisure time and to do so safely.
- B. Street Sections: The street sections are based on the previously designed and approved street sections in Flower Mound, TX.
- C. Mandatory streets: Mandatory streets are those streets required by the Development Code for Lakeside DFW. The requirements for mandatory streets are summarized in Table 4.1 regarding the length and/or connectivity and whether the street is required to meet A street or B street standards. If the street is not mandatory, it can be eliminated or relocated.
- D. 'A' and 'B' Streets: A and B streets constitute a mechanism to identify the hierarchy of streets and thoroughfares, making some of the streets more important and consequently more highly regulated. The regulations include site development constraints as well as architectural regulations. The 'A' streets are listed in Table 4.1, all other streets are 'B' streets.
- E. Traffic: The intent of the development is also to promote intensity of activity around the commercial uses in order to communicate the vibrancy and vitality of the urban environment. The suburban standards for traffic efficiency do not apply to this kind intensity and are in fact antithetical to the effort.

TABLE 4.1 MANDATORY STREETS; A OR B STREETS

STREET	MANDATORY	A OR B STREET	MINIMUM LENGTH / CONNECTIVITY
Lakeside Parkway	YES	A	NA
Street 1		B	
Street 2		B	
Street 3	YES	A	
Street 4	YES	A	Lakeside Pkwy to west boundary
Street 5		B	
Street 6		B	
Street 7		B	
Street 8		B	
Street 9		B	
Street 10	YES	A	From Lakeside Pkwy north 600' min
Street 11	YES	B	From Long Prairie to Lakeside Pkwy
Street 12	YES	B	From Long Prairie to Lakeside Pkwy
Street 13	YES	A	MU STREET: Lakeside to Street I (Lakeside Village Parkway)
Street 14	YES	B	MU LOCAL 2: Lakeside to Street I (Quinto Lane)
Street A	YES	A	400' min abu west boundary
Street B	YES	A	300' min abu west boundary
Street C		B	
Street D		B	
Street E	YES	A	From Street 4 to Street 10
Street F		A	
Street G	YES	A	From Lakeside Pkwy to Street 11
Street H		B	
Street I	YES	A	MU STREET 2: 1600' +/- (Sunset Boulevard)
Street J	NO	B	
Street K	YES	B	MU LOCAL 1: Lakeside to Street I (Northwood Street)

The A or B street designation applies to the street **IN ITS ENTIRETY**. Minimum length/connectivity applies only to the site layout. (i.e. If Street E is built beyond street 4, that optional portion must also be Type A street.)

TABLE 4.2 LIST OF STREETS AND DIMENSIONS

	ROW	C-C	Median	Drive Lane	Parking Lane	Minimum Parkway	Minimum Sidewalk
MU Blvd.	120	92	varies	10 x 4	18	5	14
MU Street	91	60		12 x 2	18	5	6
MU Street 2	91	60		12 X 2 + 10	8 & 18	6	6
MU Local 1	60	40		12 x 2	8	5	5
MU Local 2	57	37		10.5 x 2	8	5	5
MU Local 3	50	30		14 x 1	5	5	5
MU Com Alley	20	20		10 x 2	0	0	0
MU Res Alley 1	18	15		15X 1	0	0	0
Fire Lane	26	26		13 x 2	0	0	0
MU Res Alley 2	15	12		12 x 1	0	0	0

ROW = Right-of-way

C-C = Face of Curb-to-Face of Curb, add one foot for Back-to-Back dimension

MU = Mixed Use District

Note 1: Medians may be added to any street section. The Centerline of the street shall equal the face-of-curb of the median.

Note 2: Sidewalk widths are a minimum. They may be increased up to 18 feet in commercial areas and up to 12 feet in residential areas.

Note 3: Where ROW abuts a park, open space or alignment of the Trail network, the sidewalk may be reduced to 5 feet in width or eliminated.

Note 4: The MU Residential Alley may only serve single family lots.

Note 5: Lakeside Parkway, 14' sidewalk includes the 5' parkway width.

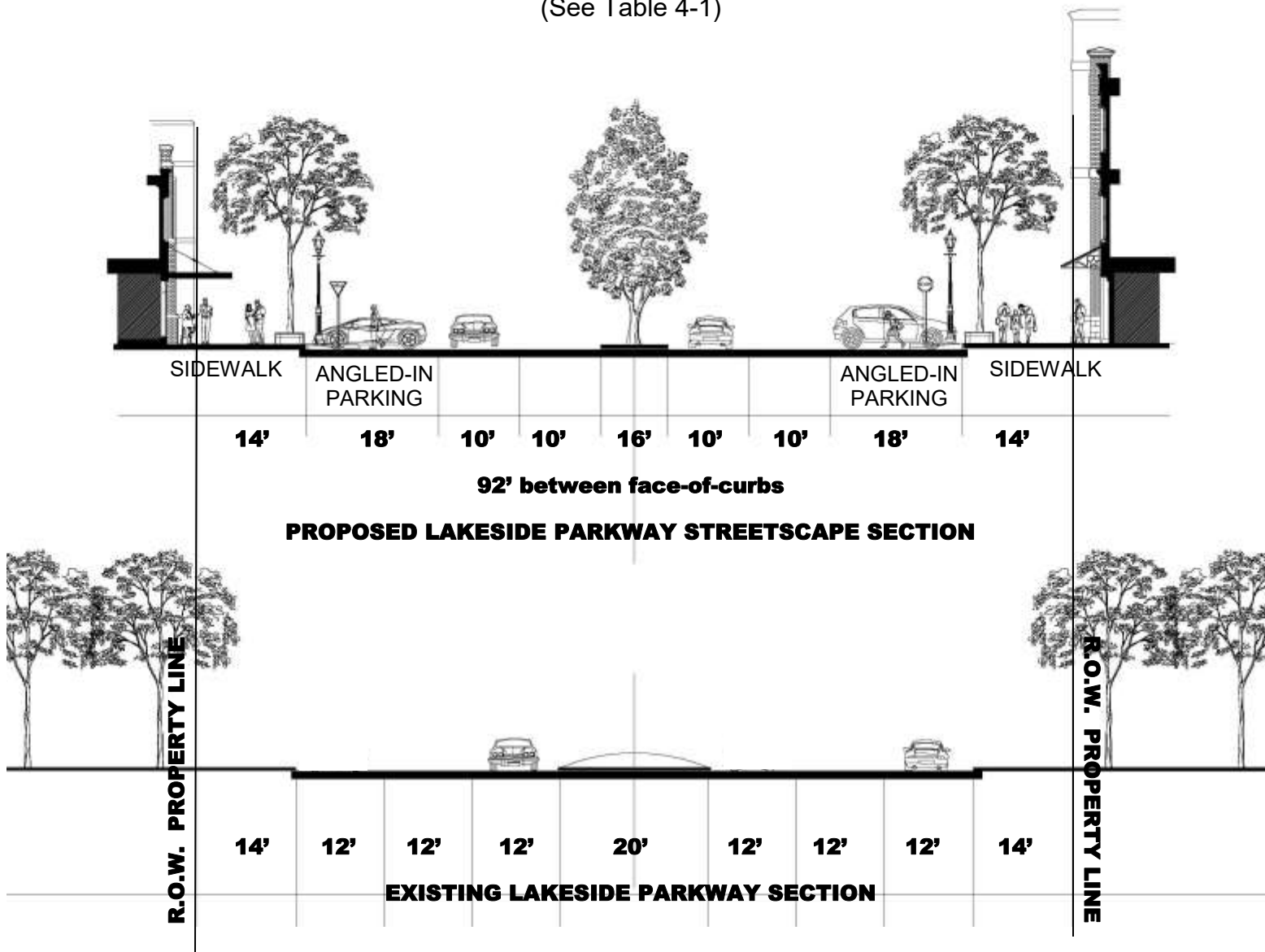
Note 6: ROW may contain conduit crossings under the roadway paving to facilitate irrigation, electrical service, outlets, lighting, controllers, and other services.

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**STREET AND THOROUGHFARE STANDARDS:
PROPOSED CHANGE TO LAKESIDE PARKWAY
MU BOULEVARD
(See Table 4-1)**



The Lakeside Parkway right-of-way is currently 120' wide, with 92' from curb to curb. It contains three 12' lanes in each direction with a 20' wide median.

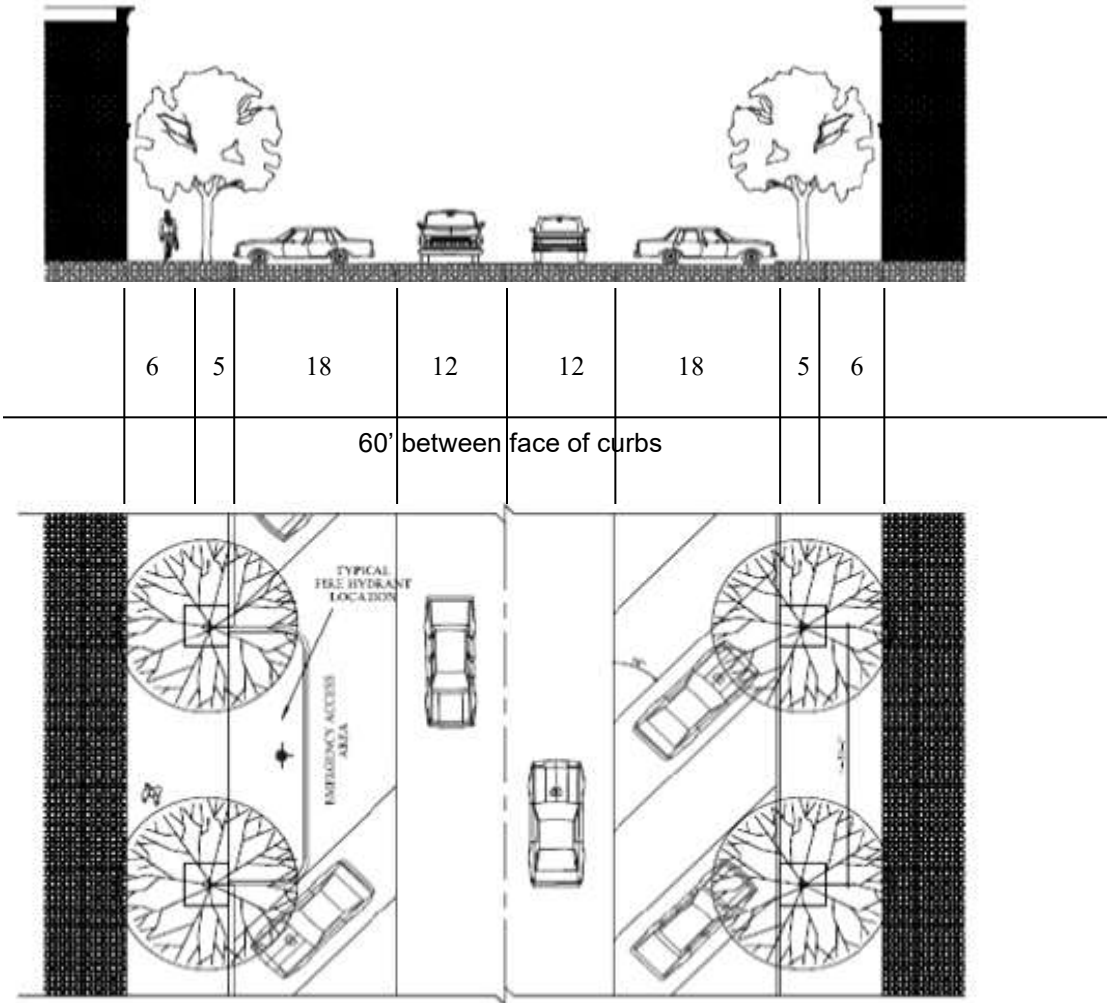
We propose to change the section to two 11' lanes in each direction and narrow the median to 12' in order to accommodate on-street, angled-in parking. Buildings would be placed within 8' of the

right-of-way property line. This allows the sidewalk to be as narrow as 14' feet or as wide as 22' to accommodate sidewalk dining and merchandising. Public plazas may be incorporated in addition to the setback requirements.

Fronting subzones
MU-TMR(1)
MU-C(1)
MU-N(1)
MU-TEN
MU-C(3)

THOROUGHFARE DESIGN

MU STREET
(See Table 4-1)



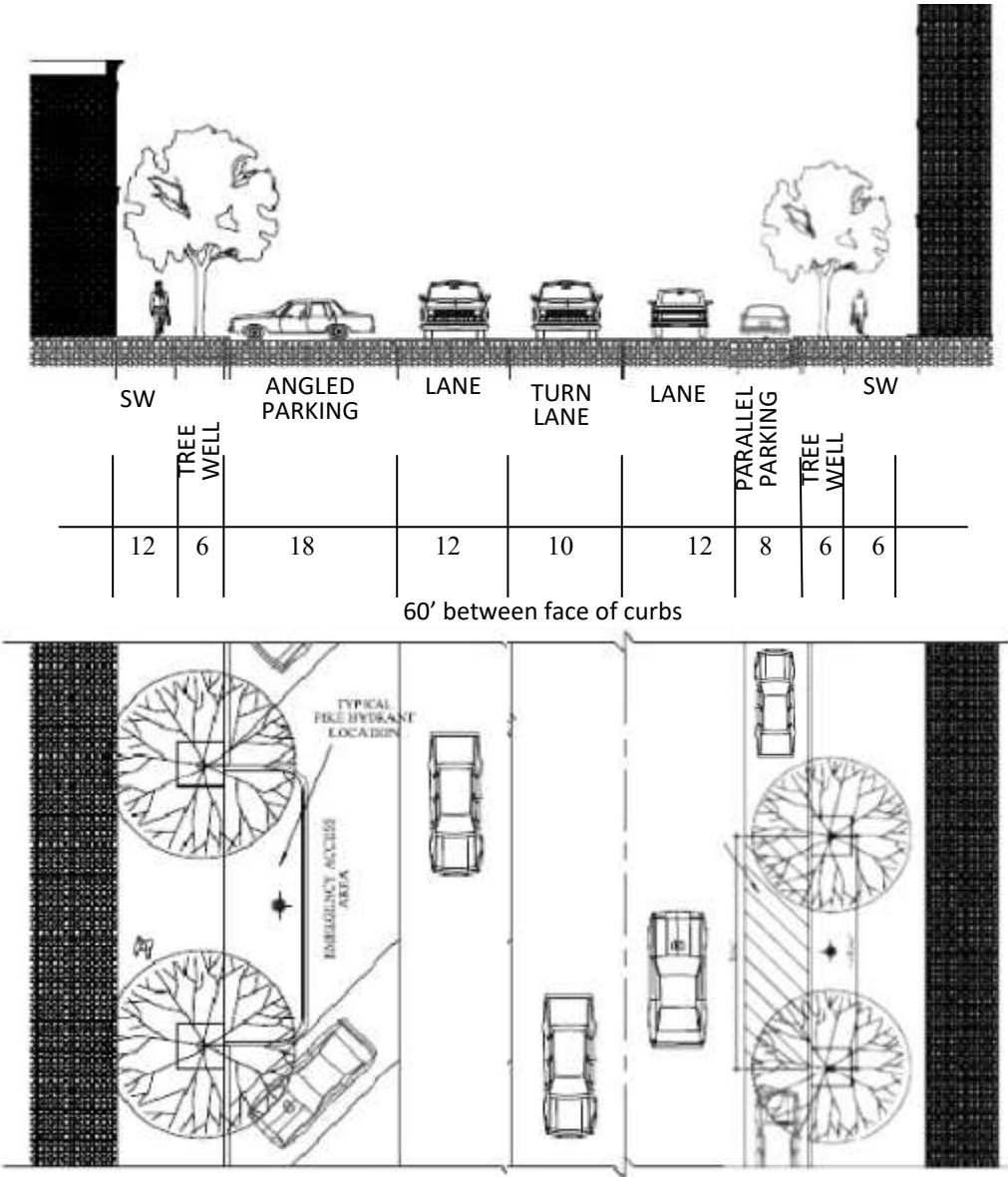
- Permitted in Subzones
MU-TMR(1)
MU-C(1)
MU-N(1)
MU-N(2)
MU-TEN
MU-C(2)
MU-C(3)

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THOROUGHFARE DESIGN

MU STREET 2
(See Table 4-1)



Permitted in Subzones
MU-TEN

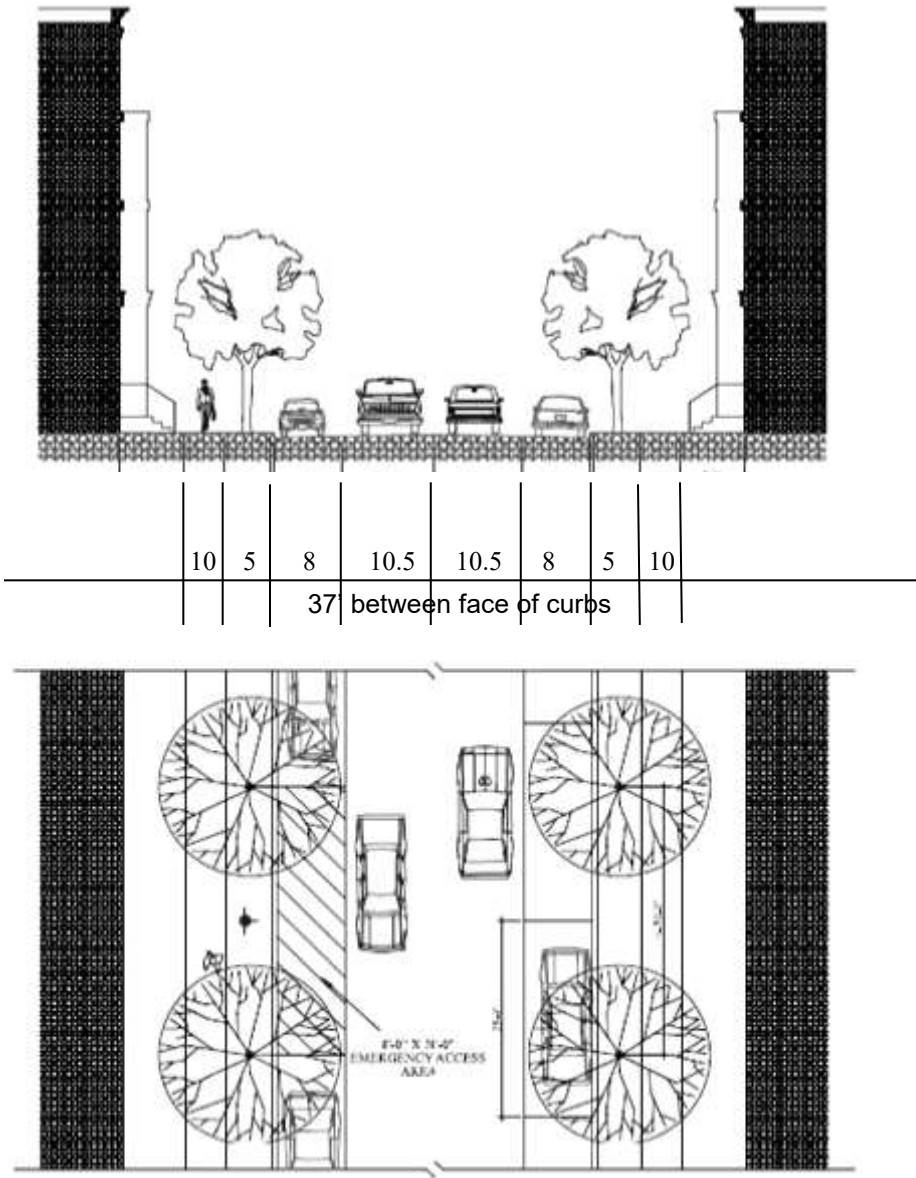
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THOROUGHFARE DESIGN

MU LOCAL 2
(See Table 4-1)

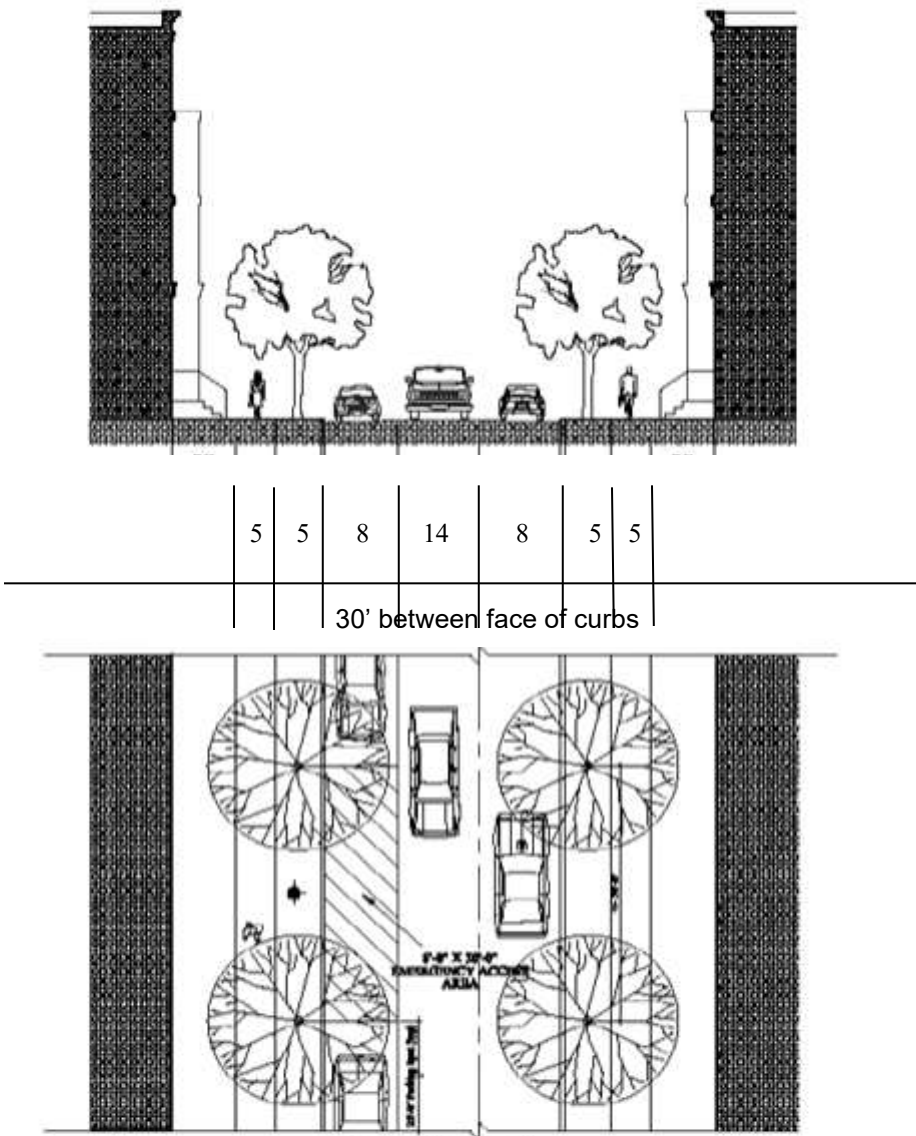


Permitted in Subzones
MU-TMR(1)
MU-C(1)
MU-C(2)
MU-C(3)
MU-C(4)
MU-N

MU-TNG
MU-TEN

THOROUGHFARE DESIGN

MU LOCAL 3
(See Table 4-1)



Permitted in Subzones
MU-N(1)
MU-N(2)
MU-TNG
MU-TEN
MU-C(2)

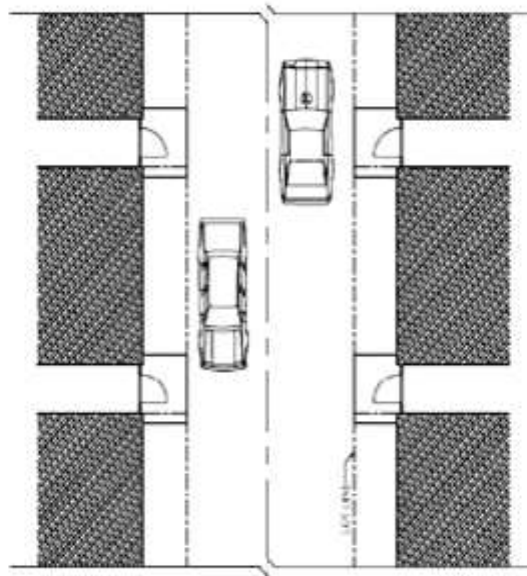
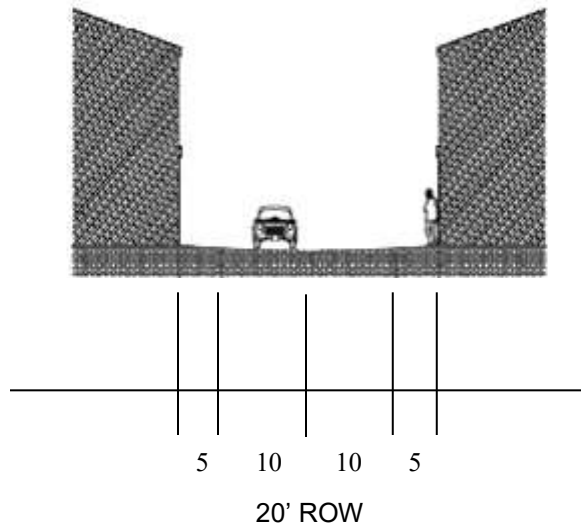
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THOROUGHFARE DESIGN

MU COMMERCIAL ALLEY
(See Table 4-1)



Permitted in Subzones

MU-TMR(1)
MU-C(1)
MU-N(1)
MU-N(2)
MU-TEN

MU-TMR(2)
MU-C(2)
MU-C(3)

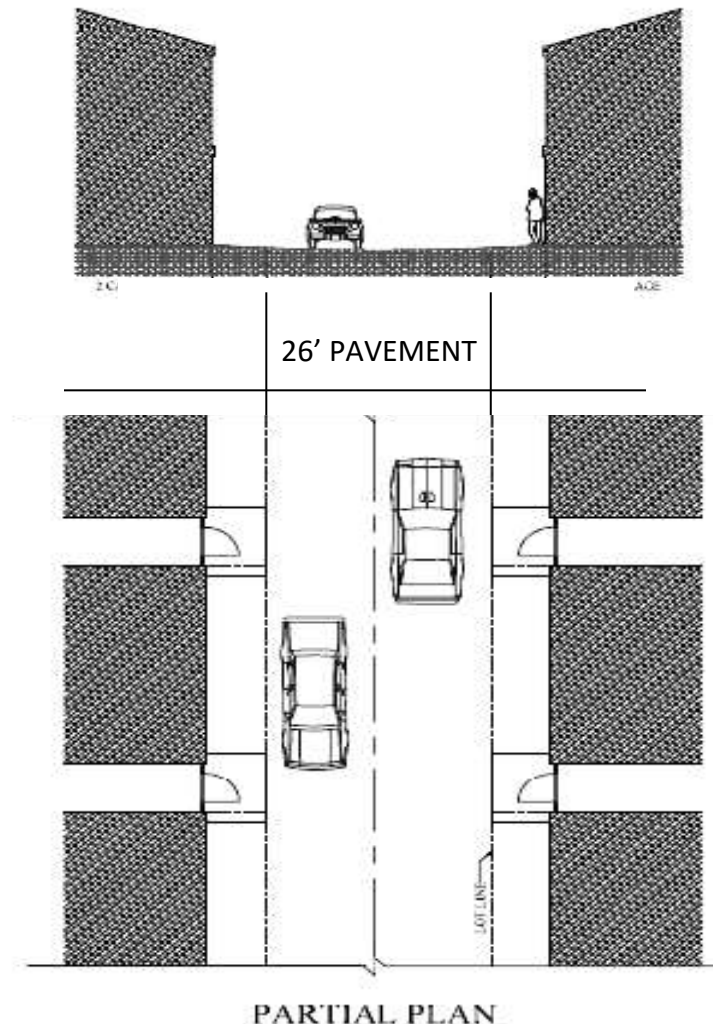
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THOROUGHFARE DESIGN

FIRE LANE
(See Table 4-1)



No parking permitted in Fire Lane

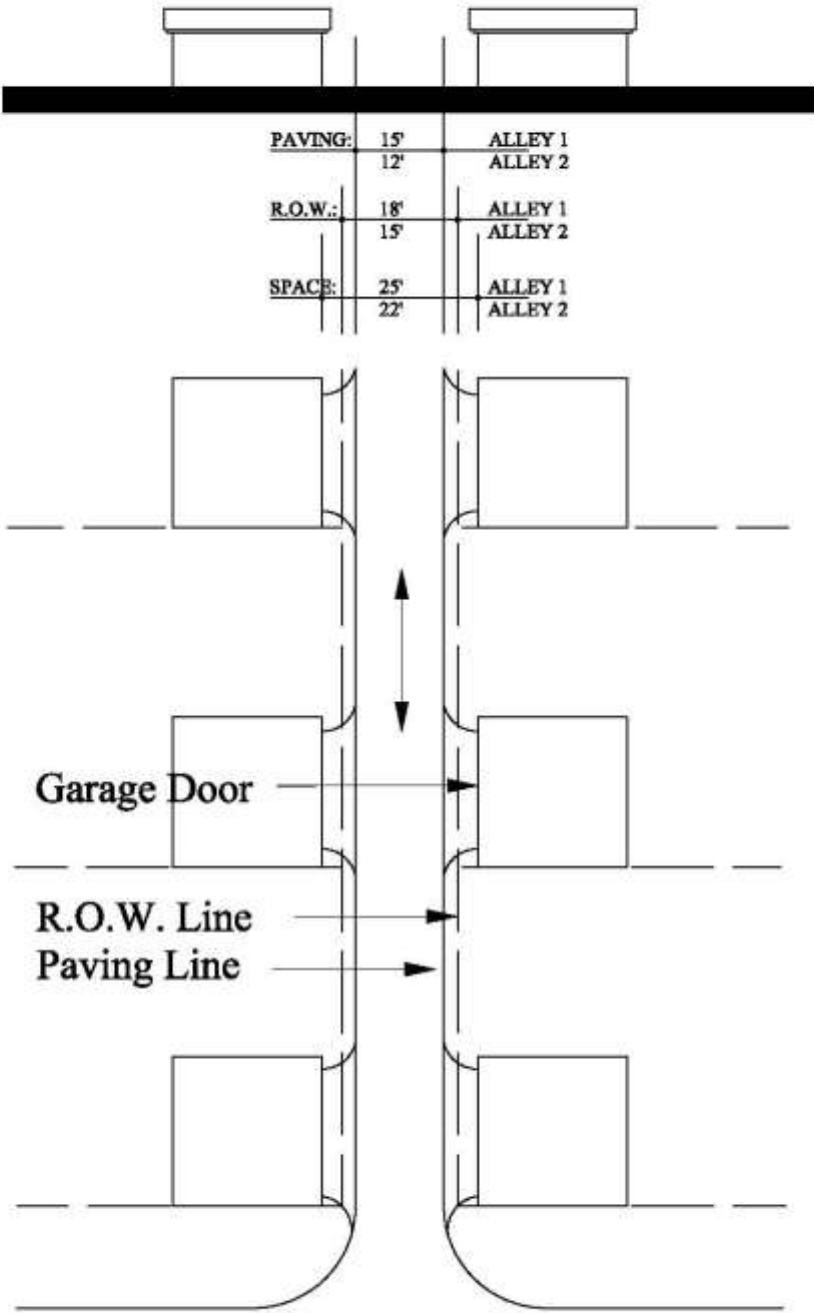
Permitted in Subzones

MU-TMR(1)
MU-C(1)
MU-N(1)
MU-N(2)
MU-TEN

MU-TMR(2)
MU-C(2)
MU-C(3)

THOROUGHFARE DESIGN

MU RESIDENTIAL ALLEY 1 & 2
(See Table 4-1)



Permitted in Subzones
MU-N(1)
MU-N(2)
MU-TEN
MU-TNG

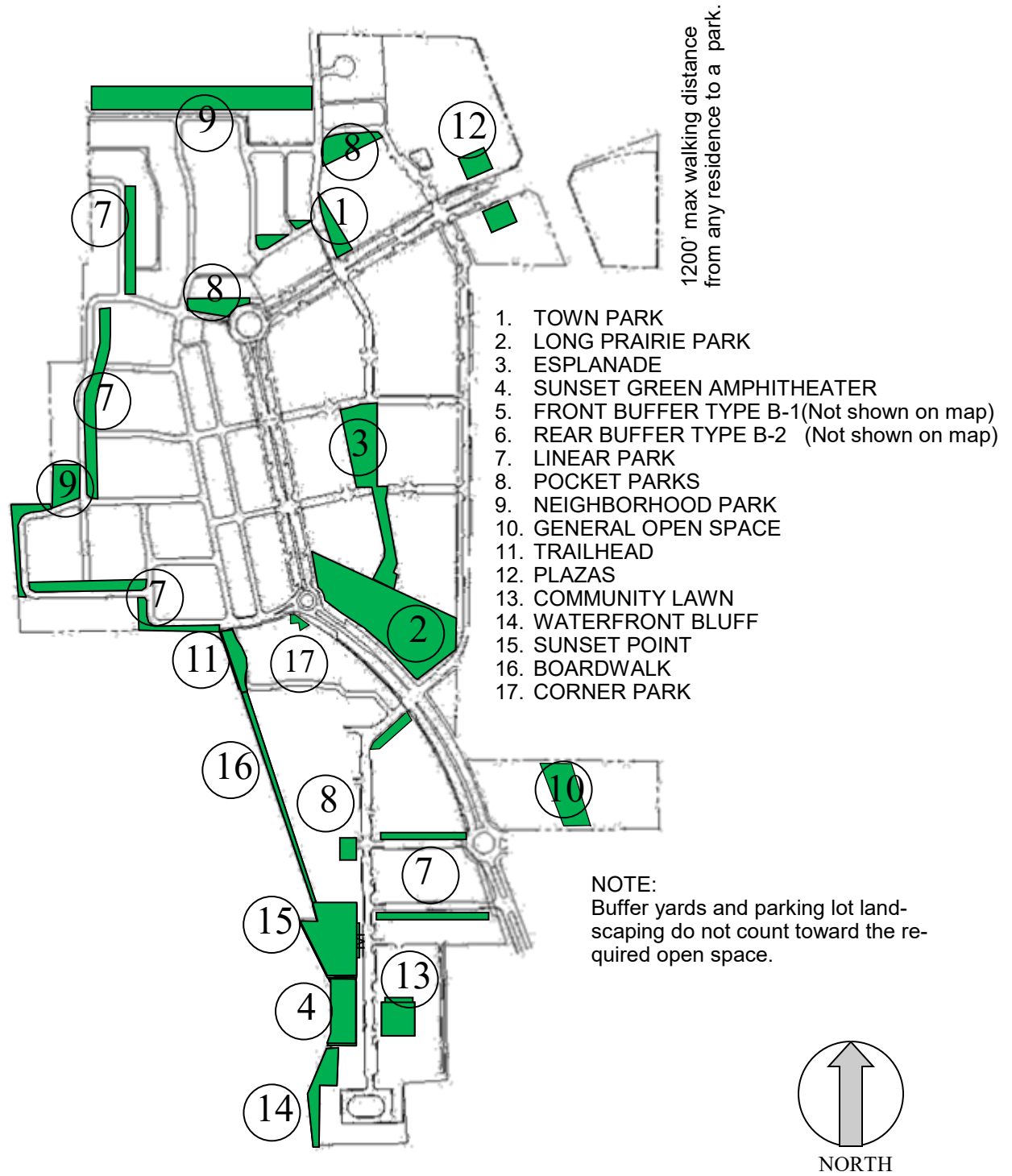
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SECTION 5

CIVIC/OPEN SPACE AND LANDSCAPE STANDARDS

PARKS AND OPEN SPACE
TRAILS
LANDSCAPING

FIGURE 5.1: PARK AND OPEN SPACE PLAN

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FLOWER MOUND, TEXAS

SECTION 5

TABLE 5.1 OPEN SPACE MINIMUM REQUIRED

SUBZONE TRACTS	ACRES IN SUBZONE	MINIMUM OPEN SPACE REQUIRED: PERCENTAGE	ADDITIONAL OPEN SPACE: PERCENTAGE	MINIMUM OPEN SPACE REQUIRED: ACRES	OPEN SPACE PROVIDED: ACRES	REQUIRED PARK TYPES	MINIMUM NUMBER OF PARKS	MINIMUM AREA PER PARK	MINIMUM PARK AND OPEN SPACE AREA
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The table includes a summary of the completed portions of the Lakeside DFW project and the proposed portions of Lakeside Village.

Line 1 of the summary shows the aggregate acreage in the project permitted to date, the minimum open space required as a percentage of the gross area and as the minimum acres. It also shows the acreage of public open space provided. The total of provided open space only includes the specified park types and does not include Lakewood Park or miscellaneous landscaped areas.

Line 2 summarizes the requirements of Subzone MU-C(3) for the base open space, and the bonus height requirement, and the current allocation of open space subject to change at site plan application.

Line 3 summarizes the requirements of Subzone MU-TEN, including base open space, the added requirement for single family, and the added requirement for bonus height.

1 TOTAL TO DATE	111.0	7.6%		8.51	10.42				
2 MU-C(3)	6.3			0.50	1.50	GENERAL OPEN SPACE	1		0.50
<i>BASE OPEN SPACE</i>	<i>5% OF 6.3 ACRES</i>		0.32						
<i>BONUS HEIGHT</i>	<i>3% OF 6.3 ACRES</i>		0.19						
3 MU-TEN	38.5			3.61	3.70	COMMUNITY LAWN	1	0.4	0.4
<i>BASE OPEN SPACE</i>	<i>5% OF 38.5 ACRES</i>		1.92			WATERFRONT BLUFF	1	0.3	0.3
<i>BONUS HEIGHT</i>	<i>3% OF 38.5 ACRES</i>		1.15			SUNSET GREEN	1	0.7	0.7
<i>SINGLE FAMILY</i>	<i>5% OF 10.6 ACRES</i>		0.53			SUNSET POINT	1	0.3	0.3
						BOARDWALK & TRAILHEAD	1	1.2	1.2
						VILLAGE GREEN	1	0.2	0.2
						CORNER PARK	1	0.3	0.3
						LINEAR PARKS	3	0.1	0.3
PROJECT TOTALS	155.8	8.0%		12.6	15.62	10.0% PROVIDED OVERALL			

This table, and the subsequent requirements, are intended to demonstrate how the aggregate parks and open spaces proposed for Lakeside DFW meet the requirements of the Ordinance LDR 03-08 (the Mixed Use Ordinance) and the Ordinance LDR 05-12 (Modification of park requirements in MU zoning).

Section 98-903 g of the MU Ordinance requires 5% minimum open space plus additional open space in specific categories; and it requires a variety of park types, pedestrian connectivity and access to existing wooded areas. The requirements contained in this section provide those standards.

5.1 Civic/Open Space Standards.

- A. The following set of tables and illustrations enumerates and describes the standards for the various types of parks and civic/open spaces to be developed as a part of the overall Lakeside project. These categories are as follows:

LAKESIDE DFW OPEN SPACES

- POCKET PARKS
- NEIGHBORHOOD PARK
- LINEAR PARK
- TRAILHEAD
- TOWN PARK
- PLAZAS
- ESPLANADE
- LONG PRAIRIE PARK
- FRONT BUFFER TYPE B-1
- REAR BUFFER TYPE B-2
- GENERAL OPEN SPACE

VILLAGE LAKEFRONT AREA

- OS1: COMMUNITY LAWN
- OS2: WATERFRONT BLUFF
- OS3: SUNSET GREEN AMPHITHEATER
- OS4: SUNSET POINT
- OS5a: BOARDWALK
- OS5b: VILLAGE GREEN
- OS5c: CORNER PARK
- OS6: LINEAR PARKS

- B. The provision of adequate and appropriate civic/open space areas shall be integral to all development in the district. The minimum requirement for civic/open space in the district is five percent of the gross area of the site which shall be dedicated open space. Any open space provided in excess of five percent may be eligible for bonus provisions. Surplus

open space in one subzone may be applied to deficiencies of open space in other subzones, provided the following conditions apply:

1. That the aggregate open space within all final platted property in the MU zoning district does not fall below 5% of the gross platted area; and
2. That the required park types identified in Table 5.1 are included in the platted area; and
3. That the plat complies with the open space standards in Section 3 of this Development Code.

Open spaces may be in the form of pocket parks, children's play areas, squares, linear greens, and environmental preserves, including floodplain areas. Active sports fields and structured recreational activities shall be limited to less than ten percent of any parks located in the district.

- C. Applicable Standards; Maintenance. Thoroughfare treatments, right-of-way and median landscaping requirements, buffers, street yard landscaping, perimeter area requirements, landscaping of parking lots and structures and all other landscape area requirements as set forth the Code of Ordinances shall not apply in Lakeside DFW, except as set forth in this Section 5. Planting, and maintenance of all landscaping in streets, sidewalks and open space common areas in Lakeside DFW shall be the obligation of the persons owning property in the district and may be managed through a Lakeside Owners' Association.

- D. This development Code includes proposed variances from the existing Land Development Regulations regarding tree preservation, park land dedication and park development fees that are permitted under Ordinances LDR 05-12.

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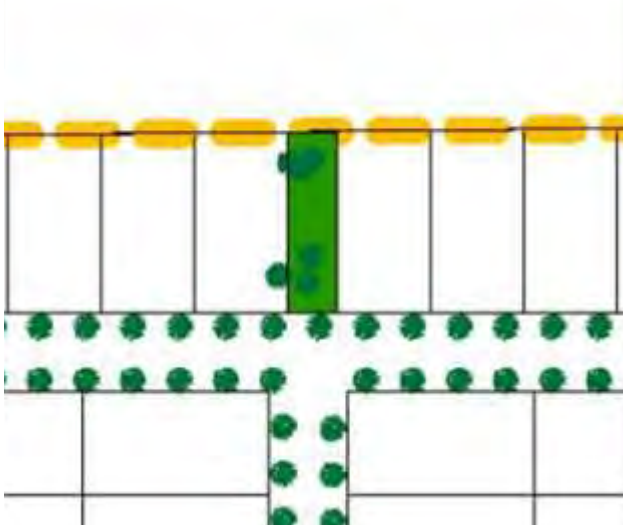
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SECTION 5

PARK AND OPEN SPACE STANDARDS
PROPOSED PARK TYPOLOGY

RESIDENTIAL POCKET PARKS

ITEM	STANDARD	REQ'D
#1	Character	Small, intimate, casual atmosphere, suitable for small children.
#2	Minimum size	0.1 acres
#3	Maximum Size	0.25 acres
#4	Perimeter conditions	Public Street Frontage on at least one side, residential fences of lot sides and rear may face the other 3 sides.
#5	Plantings, pattern	Trees and Turf, natural pattern of tree locations. One tree/2000 SF.
#6	Sidewalks/Hardscape	Sidewalks and hardscape optional, no paving for parking permitted
#7	Trail Connectivity	Connection to sidewalks is required but connection to the trail system is not required
#8	Location requirements	At least one of the pocket parks must border the Lake Grapevine ACOE property.
#9	Topography	May be natural grade with slopes greater than 20%
#10	Water feature	No water feature required
#11	Structures	Shade structures and toddler playground equipment optional
#12	Furnishings	Benches and trash receptacles
#13	Lighting	No lighting required
#14	Other considerations	
	Required in Sub Zones:	MU-NG
	Permitted in Sub Zones:	All except MU-C, MU-MR
	Prohibited in Sub Zones:	MU-C, MU-MR



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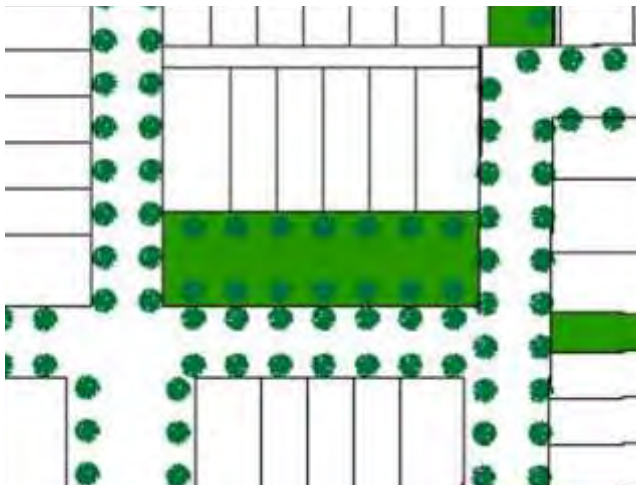
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PARK AND OPEN SPACE STANDARDS
PROPOSED PARK TYPOLOGY

RESIDENTIAL NEIGHBORHOOD PARKS

ITEM	STANDARD	REQ'D
#1	Character	Medium sized, suitable for small gatherings and passive recreation.
#2	Minimum size	0.25 acres
#3	Maximum Size	1.0 acres
#4	Perimeter conditions	Public Street Frontage on at least 2 sides, building front facades must face least 2 sides. Lot Sides or rear may face one side.
#5	Plantings, pattern	Trees and turf, may be a natural pattern of trees or a formal geometric pattern. One tree/ 2000 SF
#6	Sidewalks/Hardscape	Concrete or masonry surface
#7	Trail Connectivity	Connection to sidewalks is required but connection to the trail system is not required
#8	Location requirements	The park should be centrally located or placed on a primary street.
#9	Topography	Must be generally level over most of the park area where people will walk
#10	Water feature	No water feature required
#11	Structures	Shade structures are optional. Playground equipment is discouraged.
#12	Furnishings	Benches and trash receptacles; and items required by trail standards
#13	Lighting	No lighting required, but pathway lighting is desirable.
#14	Other considerations	
	Required in Sub Zones:	MU-NG
	Permitted in Sub Zones:	All except MU-MR
	Prohibited in Sub Zones:	MU-MR



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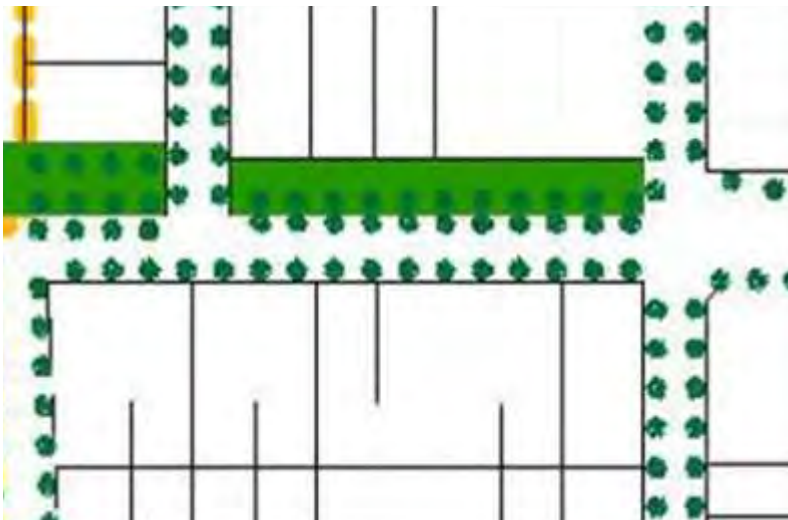
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PARK AND OPEN SPACE STANDARDS
PROPOSED PARK TYPOLOGY

LINEAR PARK

ITEM	STANDARD	REQ'D
#1	Character	Linear parks serve to enhance a right-of-way with additional green space and landscaping, incorporating sidewalks and trails.
#2	Minimum size	No minimum area but a minimum of 20' in width.
#3	Maximum Size	No maximum but widths greater than 50' may be better categorized as a different type of park.
#4	Perimeter conditions	The longest dimension plus the ends should front on a public ROW, the remaining perimeter may face private land.
#5	Plantings, pattern	Regular tree placement matching street tree placement. Match street tree pattern.
#6	Sidewalks/Hardscape	The length of the park
#7	Trail Connectivity	not required
#8	Location requirements	Must be located adjacent to a public ROW
#9	Topography	Generally must be as level as the sidewalks
#10	Water feature	none required
#11	Structures	none required
#12	Furnishings	none required; unless required by trail standards
#13	Lighting	none required
#14	Other considerations	
	Required in Sub Zones:	MU-NG, MU-TEN
	Permitted in Sub Zones:	All
	Prohibited in Sub Zones:	None



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PARK AND OPEN SPACE STANDARDS
PROPOSED PARK TYPOLOGY
TRAILHEAD

ITEM	STANDARD	REQ'D
#1	Character This is the transition between the urban character of the Lakeside development and the natural environment of Lake Grapevine, and should incorporate elements of both environments.	
#2	Minimum size 0.15 acres	yes
#3	Maximum Size 1 acre	yes
#4	Perimeter conditions Must be bounded by the Lake Grapevine ACOE property on at least on side, by a public ROW and front facades on another side, and may be adjacent to the sides or rear of buildings or lots on the other sides.	yes
#5	Plantings, pattern Natural placement of trees and plantings, existing trees to remain where possible, some understory growth is permitted to define the wilderness atmosphere.	yes
#6	Sidewalks/Hardscape The Lakeside trail system must traverse the park and connect to the ACOE trail system. A small area for a bike rack and bicycle staging area is also required.	yes
#7	Trail Connectivity Trail connection is required	yes
#8	Location requirements Must be adjacent to the Lake Grapevine ACOE property with connection to the ACOE trail system.	yes
#9	Topography As natural as possible to accommodate the trails	yes
#10	Water feature not required	
#11	Structures not required	
#12	Furnishings Benches, trash receptacles, directory maps, and bike racks.; may be required by trail standards	
#13	Lighting not required but permitted	
#14	Other considerations	
	Required in Sub Zones: MU-EN(3) provided the ACOE allows a trail connection	yes
	Permitted in Sub Zones: MU-NG, MU-EN,	
	Prohibited in Sub Zones: Not applicable to other zones	



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PARK AND OPEN SPACE STANDARDS
PROPOSED PARK TYPOLOGY

LAKESIDE TOWN PARK

ITEM	STANDARD	REQ'D
#1	Character	This is a primary public square for civic and community gatherings.
#2	Minimum size	0.4 acre
#3	Maximum Size	2 acres
#4	Perimeter conditions	The entire perimeter must be bounded by public streets and front facades of residential or commercial buildings.
#5	Plantings, pattern	The planting patterns should be as formal and regular as the geometry of the park will allow. Plant at least 1 tree for each 2000 SF of park.
#6	Sidewalks/Hardscape	There must be sidewalks around the perimeter along the public ROW's and sidewalks through the park from all sides
#7	Trail Connectivity	The park is not required to be on the Lakeside trail system but it is highly desirable
#8	Location requirements	The park must have some frontage on Lakeside parkway.
#9	Topography	The park should be relatively flat and level within the perimeter sidewalks
#10	Water feature	A water feature or sculpture is required as a focal point, but an alternative of equal merit may be substituted
#11	Structures	Shade structures may be added but are not required. Enclosed structures are not permitted.
#12	Furnishings	Benches, trash receptacles are required; and items required by trail standards
#13	Lighting	Adequate lighting either by sidewalk bollard or by lighting standard is required
#14	Other considerations	
	Required in Sub Zones:	MU-C(1)
	Permitted in Sub Zones:	All
	Prohibited in Sub Zones:	None



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PARK AND OPEN SPACE STANDARDS
PROPOSED PARK TYPOLOGY

PLAZAS

ITEM		STANDARD	REQ' D
#1	Character	Small, hard-surfaced public spaces adjacent to the most intensive occupancies, fronting the major public ROW.	
#2	Minimum size	No min	
#3	Maximum Size	No max	
#4	Perimeter conditions	Building Front or side façade on at least 2 sides of the plaza, Lakeside Parkway ROW on one side. Plaza must be screened from the parking lot by a wall or landscape screen.	yes
#5	Plantings, pattern	Trees may be planted in tree wells. Trees or shade structures should be located to provide some shade adjacent to the building for customers and patrons.	yes
#6	Sidewalks/Hardscape	May be paved up to 100%	
#7	Trail Connectivity	Not required	
#8	Location requirements	Must be located between buildings and Lakeside Parkway.	yes
#9	Topography	Generally level	
#10	Water feature	Not required	
#11	Structures	Shade structures or trees at maturity or oriented so that the buildings provide the shade	yes
#12	Furnishings	None required, but should be designed for moveable furnishings; unless required by trail standards	
#13	Lighting	None required, but imaginative alternative lighting solutions are desirable	
#14	Other considerations		
	Required in Sub Zones:	MU-C(1), MU-MR(1)	yes
	Permitted in Sub Zones:	All except MU-NG	
	Prohibited in Sub Zones:	MU-NG	



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PARK AND OPEN SPACE STANDARDS
PROPOSED PARK TYPOLOGY

ESPLANADE

ITEM	STANDARD	REQ' D
#1	Character This is the central green space for the multifamily neighborhood and acts as the unifying element and a place for public gatherings and recreation. The green space may be monolithic or may divided into multiple contiguous pieces divided by roadways.	
#2	Minimum size 1.25 acres; 50' in width	yes
#3	Maximum Size No Maximum	
#4	Perimeter conditions The perimeter is bounded by residential buildings or streets or other parks on all sides. Plant 1 tree for each 3000 SF.	yes
#5	Plantings, pattern Since the area is large, portions of the area may be natural and irregular in the planting pattern but the natural undergrowth is not permitted. Planting consists primarily of turf and trees but shrubbery near the buildings is required and areas of seasonal color is desirable.	yes
#6	Sidewalks/Hardscape Sidewalks within the street ROW may be included in the park. Small seating alcoves may be paved but large paved areas are discouraged.	
#7	Trail Connectivity The Lakeside trail system must traverse the park.	yes
#8	Location requirements The park must be bounded by residential buildings, and it must connect to the Long Prairie Park.	yes
#9	Topography The park should be substantially level unless berms, swales, mounds, or water features are used to enhance the landscaping.	
#10	Water feature A water feature is encouraged but not required.	
#11	Structures Small shade structures are encouraged but not required. Enclosed space is not permitted.	
#12	Furnishings Benches and trash receptacles are required; and items required by trail standards	yes
#13	Lighting Street lighting should be sufficient, but if the street is located farther from the walkways, low level pathway lighting is encouraged.	
#14	Other considerations	
	Required in Sub Zones: MU-N	yes
	Permitted in Sub Zones: MU-N	
	Prohibited in Sub Zones: All except MU-N	

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PARK AND OPEN SPACE STANDARDS

THE ESPLANADE



PARK AND OPEN SPACE STANDARDS
PROPOSED PARK TYPOLOGY**LONG PRAIRIE PARK**

ITEM	STANDARD	REQ' D
#1	Character This area includes some floodplain and should remain as natural as possible and still fulfill its function as the park amenity as well as floodplain and detention area. To the extent permitted by local, state and federal regulation, the underbrush should be cleared, the grades smoothed to facilitate pedestrian use and hydraulic requirements. Turf shall be planted in the large areas of open space that are relatively level.	
#2	Minimum size 2.4 acres	yes
#3	Maximum Size No maximum	
#4	Perimeter conditions Usually separates the public arterial traffic from the private parking areas, but may be used in other situations.	
#5	Plantings, pattern Typically hedges and trees that provide strong visual screening are most desirable placed closely together. Along 2499, the tree canopy is more desirable to permit views into the development.	yes
#6	Sidewalks/Hardscape A trail may lead down to a water feature, other paths should be natural turf or crushed stone paths except for the Lakeside Trail system.	
#7	Trail Connectivity The park must connect to the Lakeside Trail System.	Yes
#8	Location requirements Where a transition between uses is needed	
#9	Topography Natural topography should be maintained as much as possible, with no disturbance of slopes over 12%.	
#10	Water feature A water retention pond may be maintained within the park, including a dock feature for interaction with the water.	
#11	Structures Shade structures are permitted. Some enclosed structures are permitted for seasonal or recreational use such as snow cone sales or other kiosk-type uses. No parking is permitted within the park, all parking must be on-street adjacent to the park.	
#12	Furnishings Benches and trash receptacles are permitted, picnic tables are not permitted; See items required by trail standards	
#13	Lighting Lighting is permitted but not required.	
#14	Other considerations May be used to accommodate a Homeowners' Association Clubhouse, and/or a dog park.	
	Required in Sub Zones: MU-C(2)	
	Permitted in Sub Zones: Not applicable	
	Prohibited in Sub Zones: Not Applicable	

PARK AND OPEN SPACE STANDARDS
PROPOSED PARK TYPOLOGY**BUFFERS - B-1**

ITEM	STANDARD	REQ' D
#1	Character This is the space separating differing uses and serving as a transition where walls would be inappropriate. The B-1 buffer is generally a front or primary buffer between an arterial roadway and the front of the project. It is generally landscaped with trees, shrubbery and seasonal color.	
#2	Minimum size Minimum buffer width between a parking area and FM 2499 is 15'	yes
#3	Maximum Size No max	
#4	Perimeter conditions Usually separates the public arterial traffic from the private parking areas, but may be used in other situations.	
#5	Plantings, pattern Typically hedges and trees that provide strong visual screening. Along 2499, a higher tree canopy is more desirable to permit views into the development under the tree canopy from the arterial.	yes
#6	Sidewalks/Hardscape Permitted	
#7	Trail Connectivity Permitted	
#8	Location requirements Where a transition between uses is needed, particularly along FM 2499	
#9	Topography Grade provides the transition as needed between the uses, no maximum grade. Retaining walls are permitted.	
#10	Water feature None required	
#11	Structures None required; signage permitted	
#12	Furnishings None	
#13	Lighting None required, lighting permitted from ground mounted lighting	
#14	Other considerations Driveways are permitted to cross Buffers	
	Required in Sub Zones: MU-MR	
	Permitted in Sub Zones: All	
	Prohibited in Sub Zones: None	



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PARK AND OPEN SPACE STANDARDS
PROPOSED PARK TYPOLOGY

BUFFERS - B-2

ITEM	STANDARD	REQ'D
#1	Character This is the space separating differing uses and protecting one use from the impact of another use. Walls are permitted. The B-2 buffer is generally a rear or side buffer. It is generally landscaped in conjunction with a wall or solid visual screening.	
#2	Minimum size Minimum buffer width between a residential and a commercial use is a 6' to 8' high masonry wall with a landscaping strip that is 3' minimum in width.	yes
#3	Maximum Size No max	
#4	Perimeter conditions Usually separates the single family detached lots from the commercial service areas, but may be used in other situations.	
#5	Plantings, pattern Solid hedges and smaller trees placed closely together providing strong visual screening is most desirable.	yes
#6	Sidewalks/Hardscape Permitted	
#7	Trail Connectivity Permitted	
#8	Location requirements Where a transition between uses is needed	
#9	Topography Grade provides the transition as needed between the uses, no maximum grade. Retaining walls are permitted.	
#10	Water feature None required	
#11	Structures Masonry walls, between 6' and 8' in height	
#12	Furnishings None	
#13	Lighting None required	
#14	Other considerations Pedestrian and vehicular passages are permitted in the buffers.	
	Required in Sub Zones: MU-MR only if the rear of the commercial development abuts single family detached lots.	
	Permitted in Sub Zones: All	
	Prohibited in Sub Zones: None	



PARK AND OPEN SPACE STANDARDS
PROPOSED PARK TYPOLOGY**GENERAL OPEN SPACE**

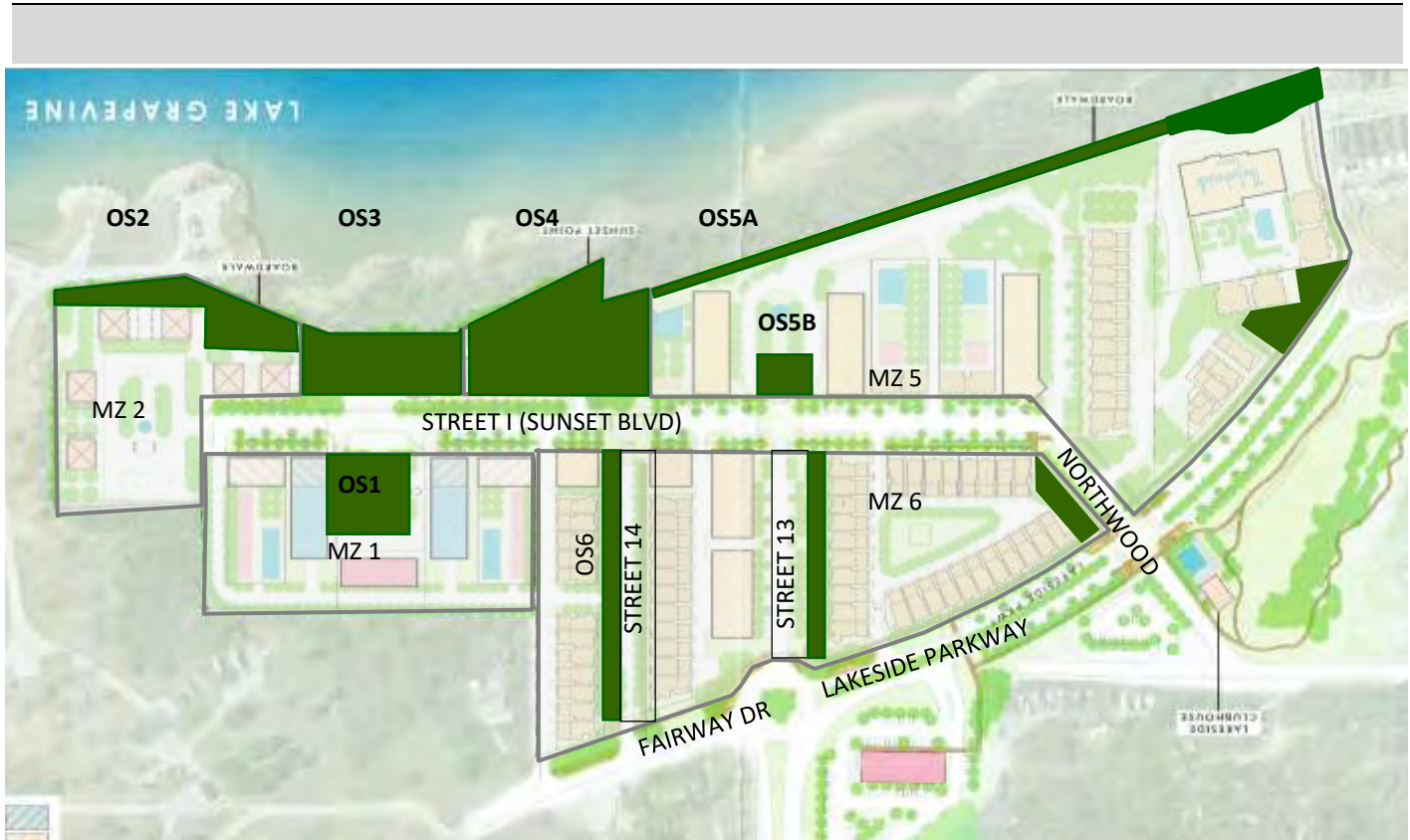
ITEM	STANDARD	REQ'D
#1	Character This is unprogrammed area, not including buffers and medians, that is open to the public either as property dedicated to an association, under a common area maintenance agreement, or an easement granting public access.	
#2	Minimum size No min	
#3	Maximum Size No max	
#4	Perimeter conditions No specific restrictions	
#5	Plantings, pattern Natural existing trees take precedence, with additional ground cover or turf as appropriate.	
#6	Sidewalks/Hardscape Paths, sidewalks and trail network are permitted	
#7	Trail Connectivity Not required	
#8	Location requirements No specific restrictions	
#9	Topography No specific restrictions	
#10	Water feature Water features are permitted but not required.	
#11	Structures Enclosed structures under 900 SF are permitted and must be located at least 10' from other structures. Larger structures are permitted, such as gazebos or porches, provided they are not fully enclosed buildings	
#12	Furnishings No furnishings are required; unless required by trail standards	
#13	Lighting No lighting is required.	
#14	Other considerations	
	Required in Sub Zones:	
	Permitted in Sub Zones:	All
	Prohibited in Sub Zones:	

**PARK AND OPEN SPACE STANDARDS:
PROPOSED PARK TYPOLOGY**

VILLAGE LAKEFRONT AREA OPEN SPACE STANDARD IS SUPERCEDED BY THE FOLLOWING SPECIFIC OPEN SPACE STANDARDS.

VILLAGE LAKEFRONT AREA

- **OS1: COMMUNITY LAWN**
- **OS2: WATERFRONT BLUFF**
- **OS3: SUNSET GREEN AMPHITHEATER**
- **OS4: SUNSET POINT**
- **OS5a: BOARDWALK**
- **OS5b: VILLAGE GREEN**
- **OS5c: CORNER PARK**
- **OS6: LINEAR PARK (See Page 56 for Linear Park standards)**

VILLAGE LAKEFRONT AREA

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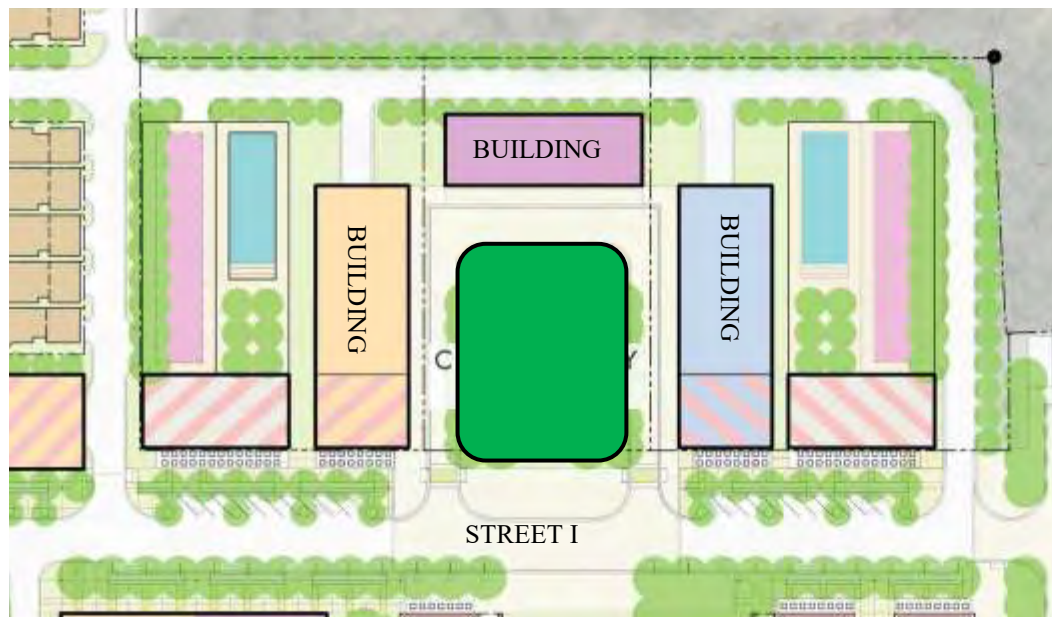
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PARK AND OPEN SPACE STANDARDS
PROPOSED PARK TYPOLOGY

OS1: COMMUNITY LAWN

ITEM	STANDARD	REQ'D
#1	Character	Broad lawn for public gatherings and events. Event-specific furnishings would be provided for events
#2	Minimum size	0.4 acres
#3	Maximum Size	None
#4	Perimeter conditions	Front Building Facades, Street I,
#5	Plantings, pattern	Perimeter trees at 30' on center
#6	Sidewalks/Hardscape	Perimeter sidewalk 6' width minimum
#7	Trail Connectivity	Connect to sidewalk on Street I
#8	Location requirements	See Subzone Rules for MU-TEN
#9	Topography	Generally level, but elevated 2 to 3 feet above sidewalk on Street I
#10	Water feature	Optional
#11	Structures	None required
#12	Furnishings	Trash Receptacles
#13	Lighting	Street lights or perimeter bollard lighting
#14	Other considerations	
	Required in Sub Zones:	MU-TEN
	Permitted in Sub Zones:	
	Prohibited in Sub Zones:	



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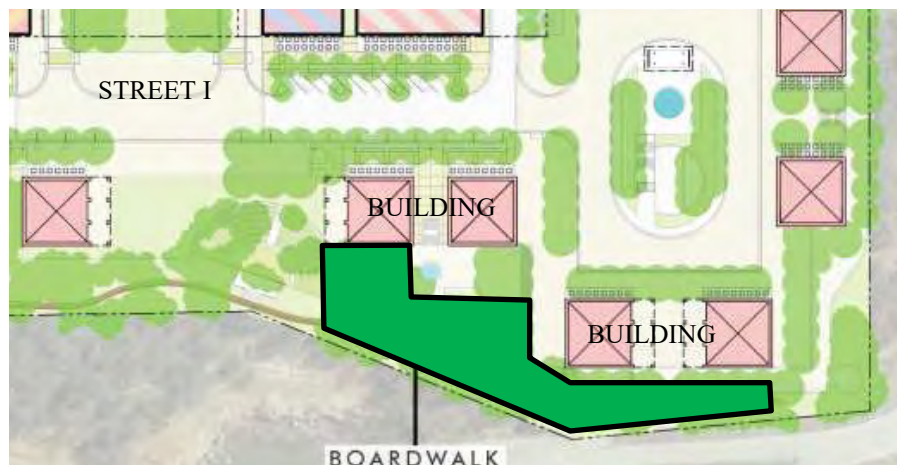
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PARK AND OPEN SPACE STANDARDS
PROPOSED PARK TYPOLOGY

OS2: WATERFRONT BLUFF

ITEM	STANDARD	REQ'D
#1	Character Combination of natural grade, pedestrian trails and public and commercial terraces acting as the terminus to the trail.	
#2	Minimum size 0.3 acres	yes
#3	Maximum Size None	
#4	Perimeter conditions Boundary with Lake to west, terraces and restaurants to east	yes
#5	Plantings, pattern Existing trees where natural grade allows, Additional planting between terraces, and within terrace structures.	yes
#6	Sidewalks/Hardscape Trail type T-6 connecting terraces to the adjacent Open space OS3	yes
#7	Trail Connectivity Natural trail type T-6, Required trail connectivity within a public use easement at least 5' east of the trail and extending to the western property boundary of the microzone MZ-2.	yes
#8	Location requirements See Subzone Rules: OS2 is the transitional open space between the commercial buildings and the Lake Grapevine open space.	
#9	Topography Natural topography along western edge, terraced along buildings	yes
#10	Water feature Optional	
#11	Structures Dining Terraces, Stairs between terrace levels	yes
#12	Furnishings None Required, dining furniture anticipated.	
#13	Lighting Lighting may be a combination of bollards, string lights, building lighting, and others, but a minimum of 1.5 foot-candles is required on dining terraces and the Trail connection.	yes
#14	Other considerations May include stairs and retaining walls to be designed as an extension of the building architecture.	
	Required in Sub Zones: MU-TEN	
	Permitted in Sub Zones:	
	Prohibited in Sub Zones:	



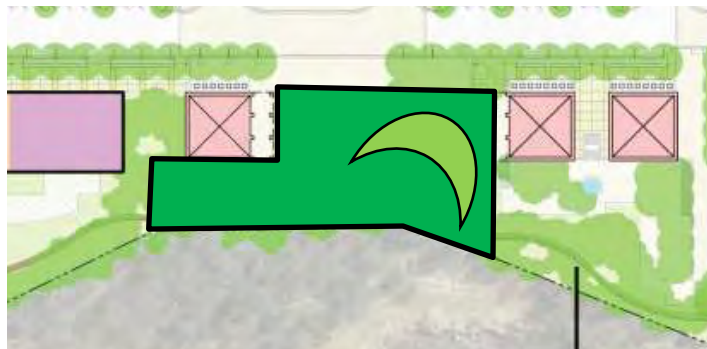
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**PARK AND OPEN SPACE STANDARDS:
PROPOSED PARK TYPOLOGY
OS3: SUNSET GREEN AMPHITHEATER**

ITEM	STANDARD	REQ'D
#1	Character	This is an open air venue for public or private gatherings, events or performances
#2	Minimum size	0.7 acres
#3	Maximum Size	No max
#4	Perimeter conditions	Views of the lake are to be preserved to the west. Accessible from Street I sidewalk.
#5	Plantings, pattern	Natural existing trees should be preserved where possible and incorporated into the tiered seating. The tier treads should be primarily turf, tier risers may be stone or concrete.
#6	Sidewalks/Hardscape	The seating tiers shall be hard edged, concrete or stone, with concrete or stone steps between tiers. The stage shall be concrete.
#7	Trail Connectivity	The Lakeside Trail System trail type T-6 shall connect to the Amphitheater. Required trail connectivity within a public use easement at least 5' east of the trail and extending to the western property boundary of the microzone MZ-3.
#8	Location requirements	Must be bounded by Lake Grapevine ACOE property to the west.
#9	Topography	Existing grade may be re-graded to achieve an optimal seating configuration.
#10	Water feature	None
#11	Structures	The overall size and capacity of the structure should be able to accommodate at least 125 people seated.
#12	Furnishings	
#13	Lighting	Ambient street lights on Street I are required, stage lighting is not required. Walkway lighting shall provide a minimum of 1.5 foot-candles of illumination.
#14	Other considerations	Sound system is not required.
	Required in Sub Zones:	MU-TEN
	Permitted in Sub Zones:	
	Prohibited in Sub Zones:	



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PARK AND OPEN SPACE STANDARDS
PROPOSED PARK TYPOLOGY

OS4: SUNSET POINT

ITEM	STANDARD	REQ'D
#1	Character	Terraced, elevated viewing platform, suitable for gatherings or leisure activity.
#2	Minimum size	0.3 Acres, with elevated deck
#3	Maximum Size	None
#4	Perimeter conditions	ACOE land and Lake Grapevine to the west
#5	Plantings, pattern	Existing trees to the maximum extent possible
#6	Sidewalks/Hardscape	Sunset Point deck, and trail connection to Boardwalk
#7	Trail Connectivity	Required trail connectivity, Trail Type T-6, within a public use easement at least 10' east of the trail and extending to the western property boundary of the Microzone MZ-4.
#8	Location requirements	
#9	Topography	Natural
#10	Water feature	None required
#11	Structures	6,000 SF wood deck
#12	Furnishings	Built-in seating, Trash receptacles
#13	Lighting	Low level landscape lighting
#14	Other considerations	
	Required in Sub Zones:	MU-TEN
	Permitted in Sub Zones:	
	Prohibited in Sub Zones:	



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PARK AND OPEN SPACE STANDARDS
PROPOSED PARK TYPOLOGY

OS-5a: STANDARD BOARDWALK

ITEM	STANDARD	REQ'D
#1	Character	Woodland trail, partially wide, level concrete, and partially natural gravel trail.
#2	Minimum size	1400 LF
#3	Maximum Size	None
#4	Perimeter conditions	ACOE land to the West, varies to the east
#5	Plantings, pattern	Natural existing vegetation where possible
#6	Sidewalks/Hardscape	Concrete, asphalt, wood decking where ADA compliant, Decomposed Granite, or asphalt within stabilized edges where natural grade allows.
#7	Trail Connectivity	
#8	Location requirements	The length of the western boundary with the ACOE property
#9	Topography	ADA compliant from Edgemere to Sunset Point, Natural grade from Sunset Point to southern tip.
#10	Water feature	
#11	Structures	
#12	Furnishings	Trash receptacles, Benches
#13	Lighting	Lighted bollards
#14	Other considerations	
	Required in Sub Zones:	MU-TEN
	Permitted in Sub Zones:	
	Prohibited in Sub Zones:	



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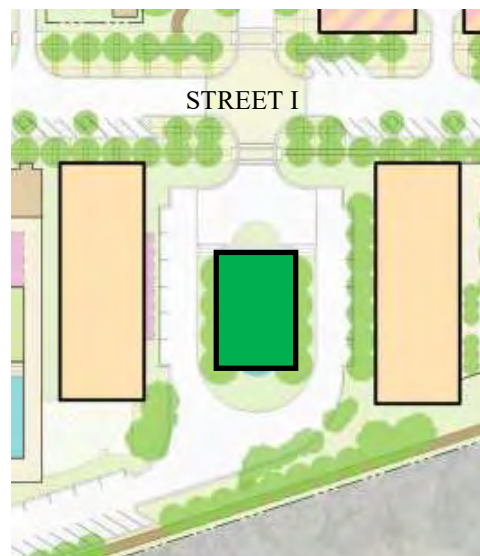
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PARK AND OPEN SPACE STANDARDS
PROPOSED PARK TYPOLOGY

OS5b: VILLAGE GREEN

ITEM	STANDARD	REQ'D
#1	Character Small open space located between residential towers to offer a gathering place, open to the public, but used primarily by the residents of the neighboring residential buildings.	
#2	Minimum size 0.2 acres	yes
#3	Maximum Size none	
#4	Perimeter conditions Private drives, adjacent buildings	yes
#5	Plantings, pattern Turf with the formal placement of a minimum of 8 trees	yes
#6	Sidewalks/Hardscape	
#7	Trail Connectivity	
#8	Location requirements Within Subzone MU-TEN, microzone 5	
#9	Topography Mostly level	
#10	Water feature Or an alternate focal point	yes
#11	Structures	
#12	Furnishings Benches	yes
#13	Lighting Optional	
#14	Other considerations	
	Required in Sub Zones: MU-TEN	
	Permitted in Sub Zones:	
	Prohibited in Sub Zones:	



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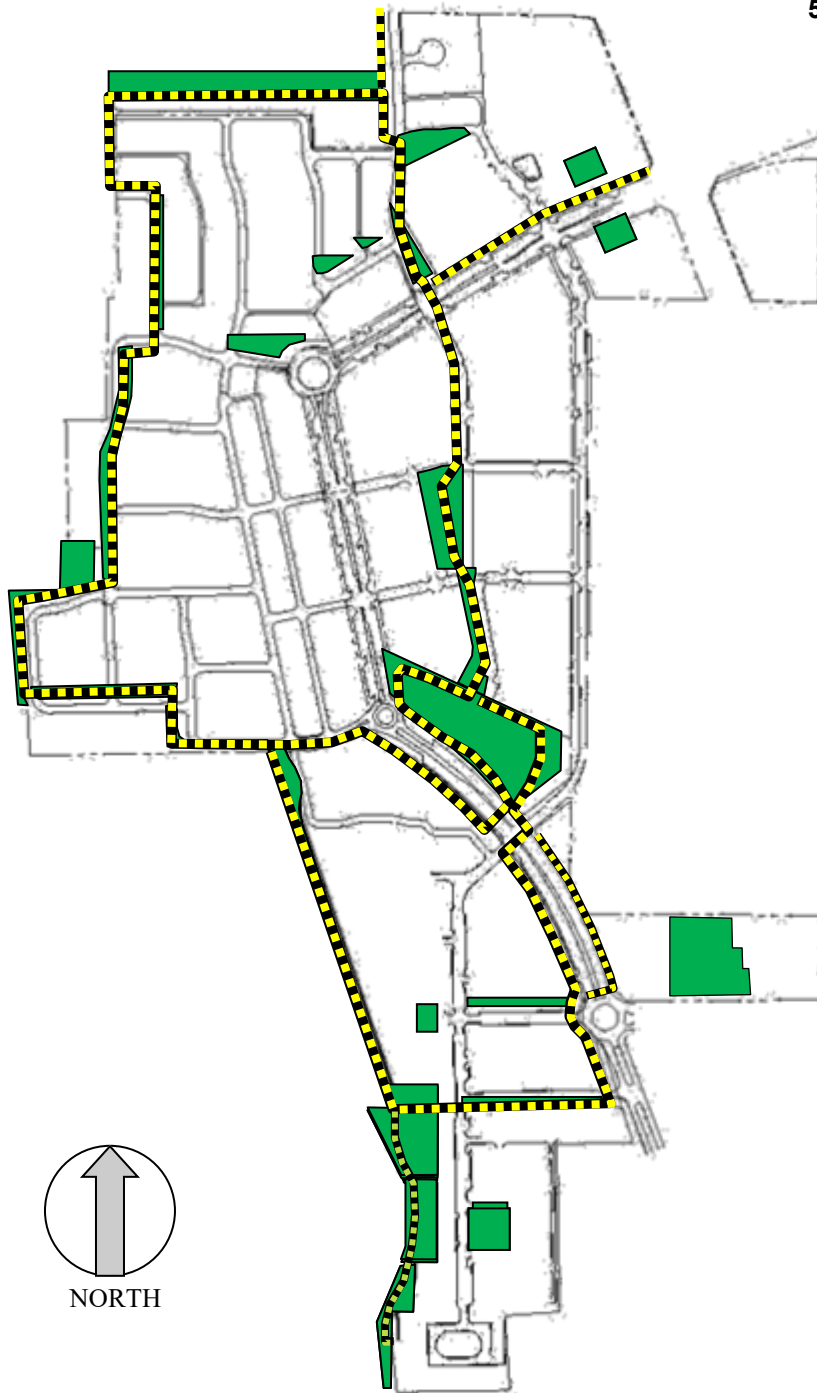
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PARK AND OPEN SPACE STANDARDS
PROPOSED PARK TYPOLOGY

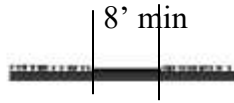
OS5c: VILLAGE GREEN

ITEM	STANDARD	REQ'D
#1	Character Small open space located at the corner of Edgemere and Lakeside Parkway fronting on the traffic circle.	
#2	Minimum size 0.3 acres	yes
#3	Maximum Size none	
#4	Perimeter conditions Streets and adjacent buildings	yes
#5	Plantings, pattern Turf with a minimum of 4 trees in addition to street trees	yes
#6	Sidewalks/Hardscape	
#7	Trail Connectivity	
#8	Location requirements Within Subzone MU-TEN, microzone 5	yes
#9	Topography Mostly level	
#10	Water feature	
#11	Structures	
#12	Furnishings	
#13	Lighting Optional	
#14	Other considerations	
	Required in Sub Zones: MU-TEN	
	Permitted in Sub Zones:	
	Prohibited in Sub Zones:	



FIGURE 5.2: PROPOSED TRAIL SECTIONS
TRAIL LOCATION IS APPROXIMATE**5.2 Trail Standards**

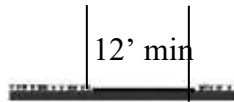
- A. Trail: A recreational hike and bike trail shall be constructed as a part of the overall development. At completion, the trail shall be at least one mile in length and a minimum of 8 feet in width. A minimum of 1000 feet of its length shall be within ten feet of the property line of Lakeside DFW and the A.C.O.E. The trail shall be paved with concrete or, if topography dictates that concrete is impractical, a wood boardwalk may be used at the Owner's discretion. Crushed granite may be used for portions of the trail where alternate paved routes for pedestrians are available.
- B. A.C.O.E. Connection: There is one trailhead connection to the trail that is owned and maintained by the Army Corps of Engineers around Grapevine Lake.
- C. Standards: Slopes, Railings, and Access shall comply with current best practices for private, recreational trail amenities.
- D. Trail Map: The Trail Map above indicates possible routing and trail sections throughout the length of the proposed trail and is subject to change. The T-1 through T-5 refer to trail sections depicted on the following pages.
- E. Furnishings: All trails shall provide seating, trash receptacles, drinking fountains and trail lighting at intersecting parks and trails in addition to all other furnishings and lighting identified in each proposed park topology.

PARK AND OPEN SPACE STANDARDS**PROPOSED TRAIL SECTIONS****T-1 PARK TRAIL**

Located on public land or land dedicated to Property Owners' Associations

Width: 8' minimum

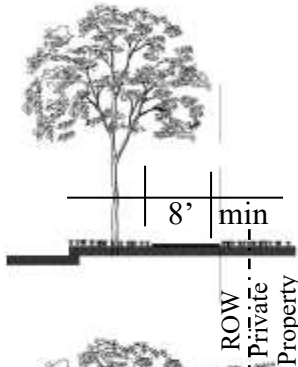
ROW or Easement: none required

**T-2 HIKE & BIKE TRAIL AT TRAILHEAD**

Located where the Lakeside Trail System meets the ACOE trail system on land dedicated for public use.

Width: 12' minimum

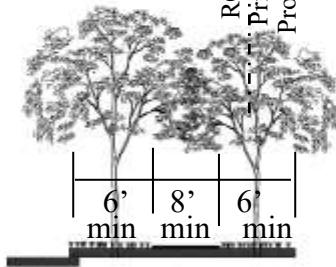
ROW or Easement: None required

**T-3 R.O.W. TRAIL**

Located along a street right-of-way in place of the typical sidewalk.

Width: 8' min

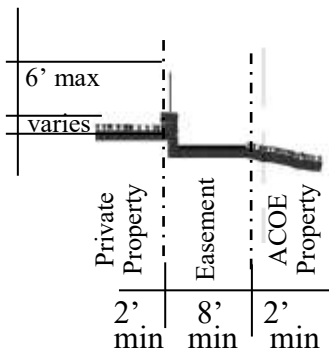
ROW or easement: built within the street ROW. If the typical sidewalk requires less ROW, additional ROW must be dedicated for the trail width.

**T-4 LINEAR PARK TRAIL**

Located within a dedicated park area running parallel to a street.

Width: 8' min

ROW or easement: none required in a dedicated park or open space.

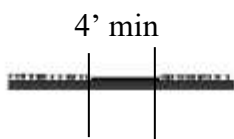
**T-5 BOARDWALK TRAIL**

Located between private property and the ACOE property boundary.

Width: 8' min

ROW or easement: 12' min

Elevation: Trail may be placed below the existing grade of the adjacent property. Retaining walls, are part of the trail construction; railings and iron fences are the responsibility of the property owner. Wood fences are not permitted on either side of the trail.

**T-6 NATURAL TRAIL:**

Located between OS4: Sunset Point and OS2: Waterfront Bluff,

Width: Natural portion of the trail may be 4' wide, decomposed granite, concrete, asphalt, or wood decking, at or near natural grade. Edges of the decomposed granite shall be stabilized.

ROW: Trail shall be located within easements or common area lots.

5.3 Required Landscaping**A. Planting Along Streets and in Medians.**

1. **Street Trees.** Street trees will be planted in tree wells or within landscape areas based on the type of street and shall comply with the applicable standards. Street trees shall be a minimum of three inch (3") caliper with a five foot (5') clear trunk and planted based upon a targeted average spacing of thirty feet (30') on center of a block length, block length determined by measuring from right-of-way line to the right-of-way line. Spacing can be adjusted as necessary to accommodate block length, curb cuts, crosswalks, vaults, Pedestrian and Vehicular Block Breaks and comparable features.

Street trees shall be installed in accordance with these criteria:

- (a) a minimum of two feet six inches (2'6") from back of curb; and
 - (b) in landscape areas that are not less than four feet (4') in width, have subsurface irrigation and drainage systems.
2. **Median Trees.** Median trees shall be a minimum of three inch (3") caliper and planted based upon a targeted average spacing of thirty feet (30') on center of a Block length.
 3. **Shrubs and Groundcover along Streets and in Medians.** Shrubs and groundcover adjacent to streets or street parking and in medians shall be based on the type of street and shall comply with the applicable standards. Such plantings shall be selected from the approved list of plantings set out in the Code of Ordinances, unless a different species is approved by the Environmental Services Division. For plantings within twenty feet (20') of any street intersection, shrubs and groundcover shall not exceed two feet (2') in height, and tree branching shall provide seven feet six inches (7'6") of clearance as measured from the top of the ground surface to the first branch along the tree trunk. Trees shall be maintained so as to provide adequate clearance for vehicular traffic.
 4. **Streetscape Furnishings and Fixtures.** Streetlights and lamps, traffic signage and control devices, street sign posts, benches, sidewalk trash receptacles, bicycle racks and other streetscape furnishings, fixtures and equipment shall be selected and

installed or constructed in accordance with the Design Principles set out in these Development Standards. Traffic signage and control devices and street sign posts shall also comply with the applicable requirements of the Texas Manual on Uniform Traffic Control Devices (TMUTCD). Ground signs located in the street right of way, medians or buffers, benches, sidewalk trash receptacles, bicycle racks and other streetscape furnishings, fixtures and equipment shall be perpetually maintained by the Lakeside Owners' Association.

5. **Open Space Common Areas.** Landscape design of open space common areas shall include selection and configuration of plantings, hardscape areas and accessory elements, including, without limitation, lighting, seating, accessory structures (e.g., gazebos, bandstands) and water elements as is appropriate to each such area. Designs for open space common areas shall be included in a submitted Site Plan, if such site includes open space common areas. An average of fifteen (15) trees (minimum 3" caliper) per acre (exclusive of any area covered by surface water, such as ponds and water courses) shall be installed in open space common areas or be accounted for by tree credits.

6. **Landscaping within Yards.** Plantings to be located within required yards may include but shall not be limited to the following: understory trees, shrubs, vines, ground covers, grasses and flowers. Hardscape materials may include but shall not be limited to the following: stone, brick pavers and concrete. Final landscape design for required yard areas shall be prepared as part of the Site Plan for said lot or site.

B. Landscape Requirements for Parking. Parking Structures.

1. There are no landscaping requirements for parking structures that are located in a Block Interior. Parking structures facing the public ROW shall require Type B-1 buffers.
2. **Surface Parking Lot Trees.** A surface parking lot shall have, within the lot area, a minimum of one (1) tree, three inch (3") caliper, with subsurface irrigation, for every ten (10) parking spaces provided in the lot..

5.3 Tree Preservation.

- A. Landscape Buffer Tree Requirements. All landscape buffers required to be greater than five feet (5') in width shall have a minimum of one (1) tree (minimum 3" caliper) per forty (40) linear feet of buffer; however, trees in landscape buffers may be clustered in natural groupings provided that the total number of trees, when averaged over the length of the buffer, meets said standard.
- B. Compliance: Tree Credit Schedule. In achieving compliance with the requirements of this Section 5.3, the property-owner/developer may plant trees or apply credits for existing or transplanted trees or newly planted trees. Existing protected trees that are moved and replanted will be credited toward the requirements of this Section 5.3. For transplanted trees (other than Post Oaks, for which no credits will accrue), credits shall be based on one inch (1") of credit for each caliper inch of the transplanted tree, with fractional measurements being rounded to the nearest whole number.
- C. Mitigation: No mitigation or impact fees shall be required for removal of trees that are approved for removal as part of the Site Plan application and approval process. However, the Lakeside DFW zoning district shall insure that at least 8 trees per acre shall be planted over the gross area of disturbed land as a consequence of the development.
- D. Tree Survey Requirements. A tree survey (a "Subsequent Tree Survey") must be submitted in electronic format with an application for a Site Plan, plat or re-plat. Each Subsequent Tree Survey shall conform to the requirements of Section 94-23 of the Code of Ordinances.
- E. Definitions. The following terms shall have these meanings in these Development Standards, and to the extent of any conflict with other meanings for the same terms set out elsewhere in the Code of Ordinances the meanings in these Development Standards shall prevail:

Protected tree means any tree of a type that, as of the date of this Ordinance, is listed on the Town's protected tree list and measures six inches (6") in caliper width or greater, ten feet (10') in height or greater and is not located in, or within six feet of, proposed building footprints, public streets, alleys, rights-of-way, utility easements, drainage easements, fence easements, pedestrian access easements or other existing public rights-of-way or easements.

Specimen tree means any existing tree, of a type

that, as of the date of this Ordinance, is listed on the Town's protected tree list and measures within fifty percent (75%) of the caliper width or circumference, measured at four feet (4') above ground level, of the same such tree as listed in the most current edition of the Big Tree Registry, as amended, published by the Texas Forest Service and is not located in, or within six feet of proposed building footprints, public streets, alleys, rights-of-way, utility easements, drainage easements, fence easements, pedestrian access easement or other existing public rights-of-way or easements..

Caliper for existing, established or native trees shall be measured in accordance with the Measuring Rules and Procedures of the Texas Forest Services,

Caliper for landscape, nursery or replacement trees shall be measured at a height of twelve inches (12") above ground level. The caliper of multi-trunk trees shall be measured by determining the diameter or circumference of the largest trunk at full caliper added to one-half (1/2) of the diameter or circumference of each remaining trunk, measured at a height of twelve inches (12") above ground level.

Trees Excluded: Notwithstanding the foregoing, subject to the review and approval of the Town's Tree Preservation and Enforcement Officer or his authorized designee, a protected or specimen tree shall not include any living tree, which is certified, in writing, by a registered arborist or landscape architect as injured, dying, diseased or infested with harmful insects, which is in danger of falling, interferes with utility service or creates unsafe vision clearance, or which in any manner creates a hazardous or dangerous condition so as to endanger the public health, welfare or safety. Further, a protected tree shall not include any living tree that is identified on approved subdivision construction plans as necessary to be removed to comply with EPA storm water permitting requirements or FHA lot grading plans. Further, notwithstanding the foregoing, subject to review and approval of the Town's Tree Preservation and Enforcement Officer or his authorized designee, a protected or specimen tree shall not include any tree, which is certified, in writing, by a registered arborist or landscape architect as dead.

Pre-construction Plans: Prior to any and all construction or land development activity, the developer or property owner shall establish designated parking areas for the parking and storage of all vehicles, trailers, construction equipment and related items, design-

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nated stockpile areas for the storage of construction supplies and materials and designated drive areas for vehicles and equipment. The location and dimensions of such designated areas shall be clearly identified on site plans and shall be approved by the Tree Preservation and Enforcement Officer or authorized designee prior to any construction or land development activity. Such designated areas shall be completely fenced with chain-link fencing and gates for safety purposes and for separation of protected and specimen trees from the construction area and related construction activity. With the ap-

proval of the Tree Preservation and Enforcement Officer or authorized designee, the designated parking and stockpile areas may be combined into one fenced area, provided that the preservation of protected and specimen trees is not adversely affected or jeopardized. Supplies and pipe and other items that are customarily unloaded where installed shall not be required to be stored within the designated stockpile areas. Sites approved for temporary batching plant permits shall be fenced and gated in the same manner as designated parking and stockpile areas.

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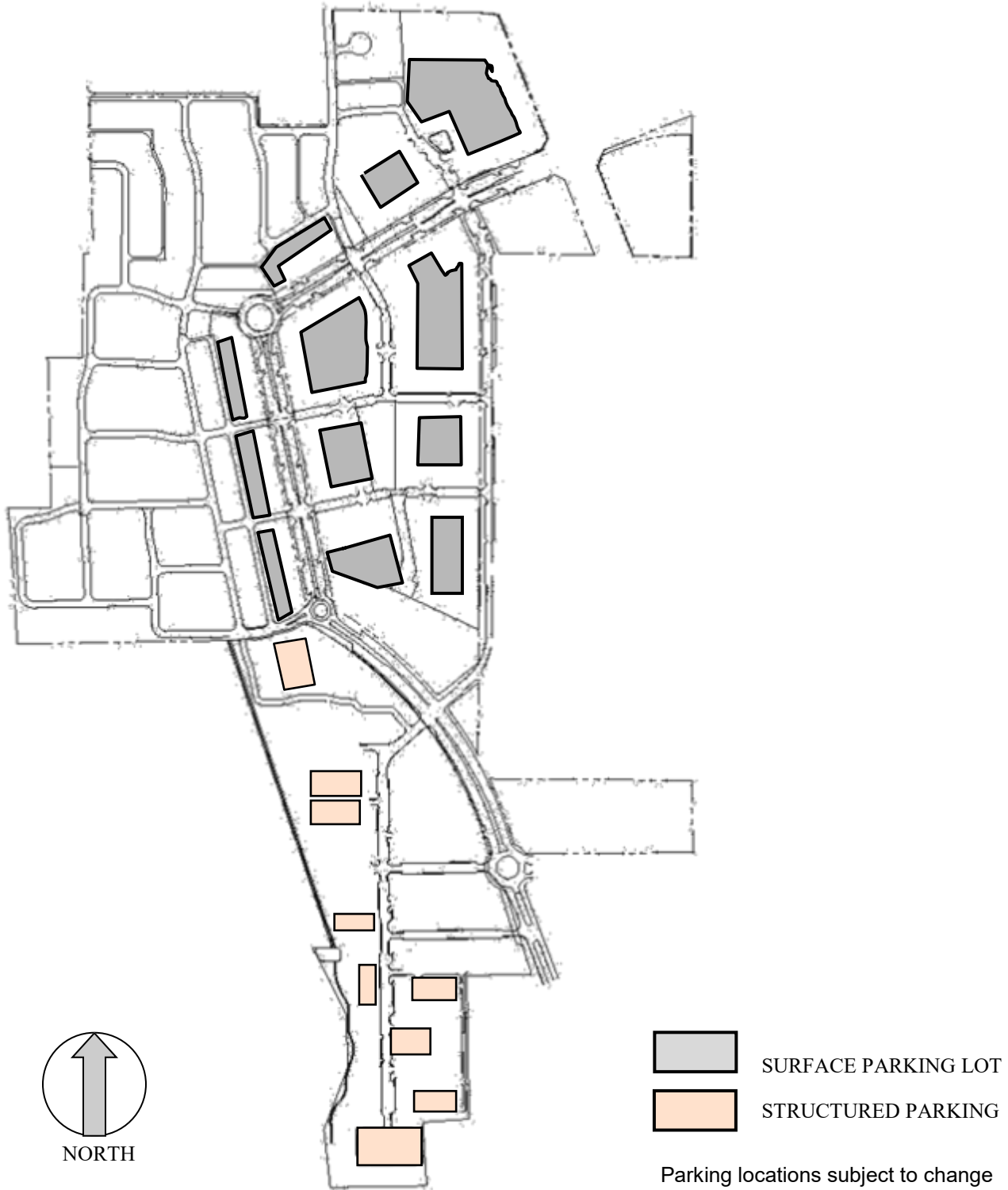
PARKING STANDARDS

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SECTION 6

FIGURE 6.1: PARKING PLAN AND ANALYSIS



6.1 Location and design of off-street parking.

- A. Off-street parking for all uses located along type A streets shall be limited to 25 percent or less of the block frontage and 80 percent or less on type B streets, arterial, collector, and highway frontage streets.
- B. Any off-street surface parking area located adjacent to a street or a residential use shall be screened in the form of a landscape fence which is at least 3 feet in height.
- C. A surface parking lot may not be adjacent to a street intersection or square.
- D. A surface parking lot may not be located fronting any of the traffic circles on Lakeside Parkway.
- E. Shared parking facilities are encouraged for non-residential uses in the MU. Public parking spaces cannot be reserved.
- F. Bicycle parking shall be provided for non-residential uses, especially for schools, parks, trails, and other recreational facilities. Bicycle parking shall be provided at a rate of at least one percent of all off-street automobile parking spaces provided for non-residential and mixed use occupancies in the district. Bicycle parking may be shared between uses and shall be centrally located, easily accessible, and visible from streets or parking lots. They may be located between the roadway and the building facades as long as their location does not impede pedestrian walkways.
- G. Any off-street parking provided for residential uses shall be located in such a manner as to minimize the impact of garages and driveways along the residential street. All lots 60 feet and wider may have front loaded garages in accordance with the Residential Building Standards.
- H. Parking garages may be used to meet the parking requirements provided they do not occupy more than 25% of any A street frontage per block, or 50% of any B street frontage per block. The façades may exceed this frontage limit if the façade of the structure matches the adjacent habitable structures or the two lowest levels of parking are designed to appear as a single ground floor story.

6.2 Required Parking.

- A. The number of required parking spaces for uses in Lakeside DFW shall be determined as follows:

- B. Sections 82-73(3) and (4) of the Code of Ordinances shall not apply to Lakeside DFW as a whole, the determination that a development is a large development and is, therefore, required to provide a parking study consistent with the overall parking study and provision shall be made in regard to each Site Plan.
- C. The applicant for a Site Plan may elect the application of the Code of Ordinances to adjust the number of required parking spaces.
- D. Parking spaces for persons with disabilities will be provided in the number and with such dimensions as are required by the Texas Accessibility Standards.

6.3 Mixed Use Parking.

- A. Mixed use parking standards may be applied to satisfy parking requirements in Lakeside DFW. In applying mixed use parking standards, the following Schedule of Mixed Use Parking sets forth the percentage component for the calculation. The number of required parking spaces is determined by multiplying the percentage in each cell by the number of spaces required for the use and then totaling the resulting numbers for each column, and the column total that generates the highest number of parking spaces is the parking requirement.
- B. The parking requirement may be reduced upon a submittal of the parking calculation by the applicant and approval by the Town.

6.4 Parking Dimensions.

- A. General. The minimum required dimensions of parking spaces and aisles, if any, shall be as indicated in this Section 6. Minimum parking space dimensions shall comply with Section 82-77—Parking Space and Aisle Dimensions in the Flower Mound Code of Ordinances.
- B. On-Street Parking: Section 82-78—Parking Area Design, shall not apply to on-street parking within the MU zoning District.
- C. Covered Parking: Structure is to be masonry or metal and must comply with the regulations governing building materials. Carports of metal construction are permitted.

TABLE 6.1: SCHEDULE OF REQUIRED PARKING

Use Type	Parking
General Office or Retail	1 space per 250 sq ft (1/250 sq ft)
Restaurant	1 space per 100 sq ft (1/75 sq ft)
Hotel	1 space per lodging room
Multifamily	
1 bedroom/efficiency	1 space per unit
2 bedrooms	1.8 spaces per unit
3 bedrooms or more	2 spaces per unit
Residential other than multifamily	
Less than or 1600 sq ft in area	1 space
More than 1600 sq ft in area	2 spaces
Nonresidential uses other than those listed above	Sixty five percent (65%) of the number of spaces that would be required under the Code of Ordinances

- D. Parking Structures. The dimensions of parking spaces located in parking structures shall be as follows: Nine feet by eighteen feet except in automated parking structures, where each vehicle storage space, shall be counted as a parking space for purposes of these Development Standards, provided that such space accommodates a vehicle.
- D. On-Street Parking. The dimensions of parallel parking spaces located on streets shall be 8 feet by 20 feet unless otherwise indicated.
- E. Parking Access Aisles. Parking access aisles that are not also fire lanes shall have these widths:
1. two (2) lanes (two-way traffic) a minimum width of twelve feet (12') each for ninety degree (90°) parking configurations; and
 2. not less than a minimum width of twelve feet (12') for one-way or angled parking.

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SECTION 6

TABLE 6.2: STANDARD REDUCTIONS FOR SHARED PARKING

Use	Weekday		Weekend		Night
	Daytime 6 a.m. – 6 p.m.	Evening 6 p.m.-midnight	Daytime 6 a.m. – 6 p.m.	Evening 6 p.m.-midnight	Midnight-6 a.m.
General or professional office	100%	10%	10%	5%	5%
Laboratory, medical or dental office	100%	10%	10%	5%	5%
Retail	50%	90%	100%	70%	5%
Restaurant	50%	100%	100%	100%	10%
Hotel	70%	100%	70%	100%	70%
Multifamily	60%	100%	60%	100%	100%
Residential, other than multifamily	100%	100%	100%	100%	100%

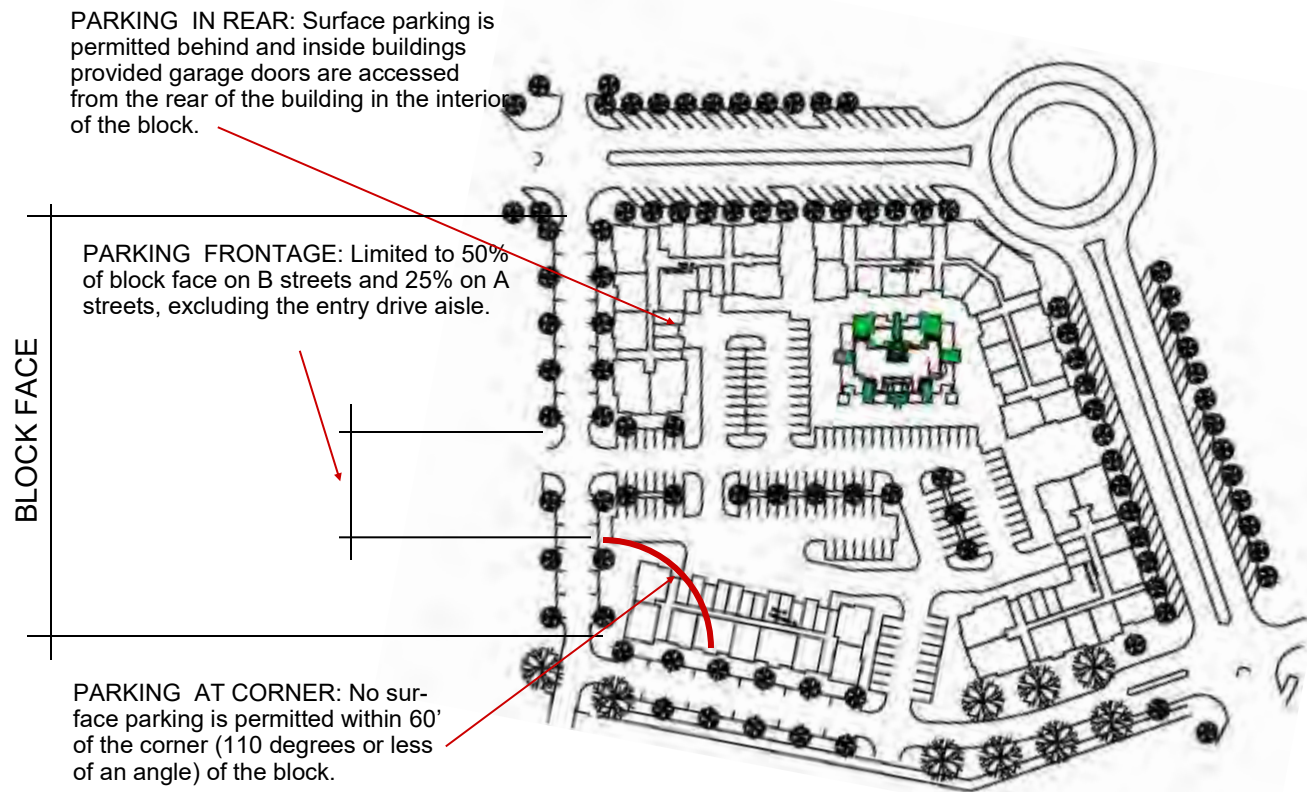


Figure 6.2: Surface parking rules

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SECTION 7

ARCHITECTURE AND BUILDING STANDARDS

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SECTION 7

ARCHITECTURAL AND BUILDING STANDARDS

Figure 7.1: SITE SECTION

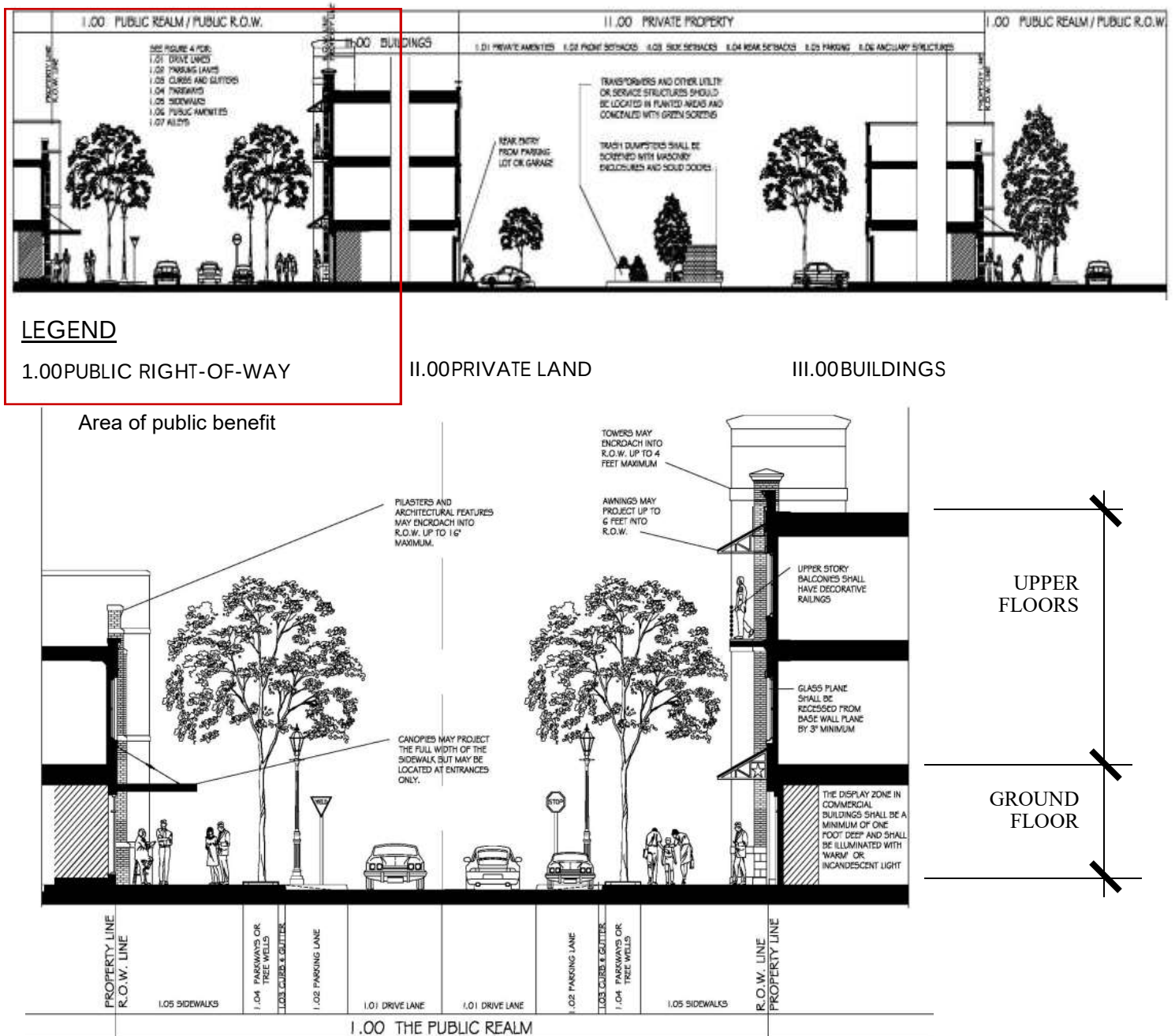


Figure 7.1: This illustration represents the area of regulatory priority.

Photo of mixed use streetscape

NOTES ON STREETScape:

1. Street Lighting. Division 6 of Article IV of Chapter 98 of the Flower Mound Code of Ordinances shall not apply to street lighting installed by an owner or developer for public benefits on or adjacent to public rights-of-way. Street lighting shall be perpetually maintained by the Lakeside Owners' Association.
2. Street Lights: The streetlights must comply with the development standard for streetlights, selected from utility company antique styles. The fixtures are to be placed not more than 80 feet apart on Lakeside Parkway. Fixtures must be equipped with 2 banner arms on each pole, placed perpendicular to the street.
3. Lighting: Development shall comply with the Town's standards for light intrusion at the boundaries of Lakeside DFW . Within, between or among any lots or sites located wholly in Lakeside DFW , no light intrusion will be deemed to exist or occur, and in that regard Section 98-1125(8) of the Code of Ordinances shall not pertain or be applied to any such lots or sites.
4. Street Signs: Street signs must comply with the development standard and must indicate the names of both streets at each intersection. A minimum of one sign pole per intersection is required at all intersections with Lakeside Parkway.
5. Street Furniture: Benches, trash receptacles, drinking fountains must comply with the development standard. Potted plants are permitted with approval of the **Lakeside Commercial Owners Association (LCOA)**.
6. Displays: Temporary displays are permitted for seasonal or commercial activity with the approval of the LCOA.
7. Temporary Signage: Temporary signage is permitted with the approval of the LCOA.



GROUND FLOOR COMMERCIAL STANDARDS

1. Minimum ground floor height of 14' floor to floor
2. Display windows complying with these standards; See Section 7.2.A
3. Entry doors at grade complying with these standards; See Section 7.2.C
4. One entry into the building for each 100' of frontage; See Section 7.2.C
5. Sign Band complying with these standards; See Section 7.2.C
6. Awning or canopy on all street level windows; See Section 7.2.D



Figure 7.2: Ground floor built to commercial standards

TABLE 7.1 WINDOW/DOOR AREA REQL		MU-C	MU-N	MU-TEN	MUTMR
MIXED-USE & COMMERCIAL BUILDINGS					
GROUND FLOOR FAÇADE	MIN	60%	60%	60%	60%
	MAX	75%	75%	75%	75%
UPPER FLOOR FAÇADE	MIN	30%	30%	30%	30%
	MAX	60%	60%	60%	60%
RESIDENTIAL BUILDINGS					
GROUND FLOOR FAÇADE	MIN	60%	40%	40%	40%
	MAX	75%	60%	60%	60%
UPPER FLOOR FAÇADE	MIN	30%	30%	30%	30%
	MAX	60%	60%	60%	60%

WINDOW AREA REQUIREMENTS

1. The façade area shall be measured between 3 feet and 9 feet above each finished floor. The percentage shall be the glass area divided by the total façade area.
2. Facades fronting Type 'B' Streets may reduce the glass area by 25%.
3. Facades facing alley or parking lots have no glass area requirements.

BONUS HEIGHT BUILDING STANDARDS

1. Minimum ground floor height of 14' floor to floor
2. Display windows are not required to comply with these standards
3. Entry doors at grade complying with these standards, and at least one entry must be located fronting the street of the building's address; See Section 7.2.C for entry requirements.
4. One entry into the building for each 100' of frontage; See Section 7.2.C
5. Sign Band is not required to comply with these standards.
6. Awning or canopy on all street level windows; See Section 7.2.D. Canopy may be metal or louvered and is not required on the Street-level windows, but is required at the building entrance.
7. The building, or portion thereof, within 12 feet of the public ROW is limited to the height defined without the bonus provisions. If the Building is set back from the public ROW 12' or more, the space between the ROW and the building cannot be used for parking and must comply with the standards for General Open Space.
8. The ground floor fronting the public ROW may not be used for a parking garage.

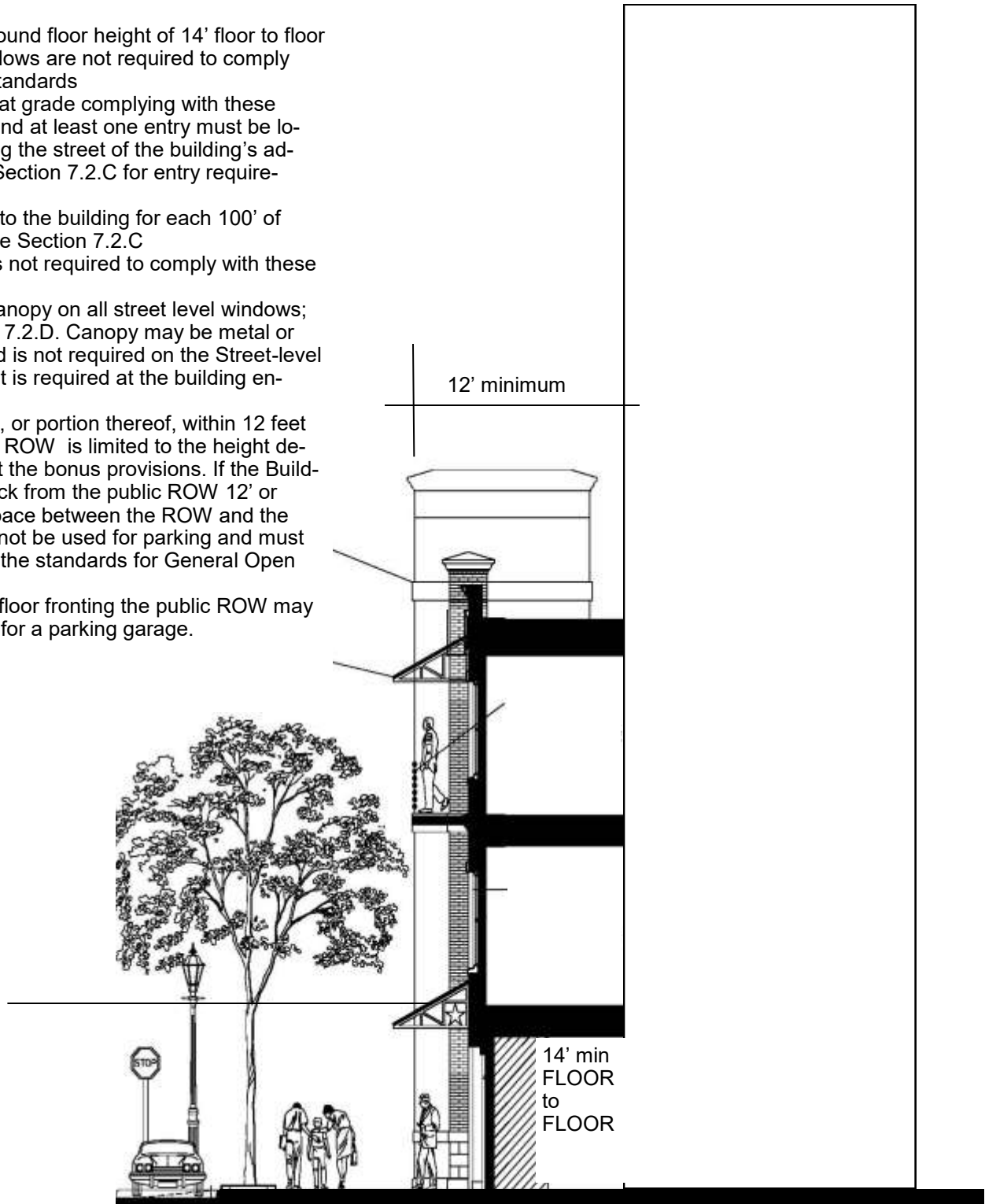


Figure 7.3: Bonus Height Building Standards

GROUND FLOOR RESIDENTIAL STANDARDS

1. Finish Floor elevation be at or above sidewalk grade for patios and private entries;
See Section 7.3.A
2. Common entrances shall be at approximate sidewalk grade; See Section 7.3.B
3. Common entries shall provide weather refuge, such as an awning, canopy or recessed doorway and shall comply with these standards; See Section 7.3.B
4. Windows shall comply with these standards; See Section 7.3.C
5. Private Patios and associated fencing shall comply with these standards; See Section 7.3.D



Figure 7.4: Ground Floor Residential Standards

STANDARDS FOR UPPER FLOORS OF RESIDENTIAL OR MIXED USE BUILDINGS

1. Windows shall comply with these standards; See Section 7.4.A
2. Balconies shall comply with these standards; See Section 7.4.B
3. Cornice or Eave shall comply with these standards; See Section 7.4.C
4. Roof shall comply with these standards; See Section 7.4.D



Figure 7.5: Upper stories building standards

SECTION 7: REGULATIONS

The following regulations are intended to address Building and Architectural Requirements, pursuant to the requirements of the Mixed Use Zoning Code as it applies to the Lakeside Development.

Large footprint retail formats such as grocery stores and department stores are exempt from these regulations due to their economic value as anchors for shopping venues. Every attempt should be made to incorporate the large retail footprints into the urban pattern. These components of the development shall comply with Flower Mound C2 Zoning standards if they cannot comply with these standards.

7.1 BUILDING FACADES -**A. FACADES ELEMENTS**

1. Facade: The quality of the facades determines the quality and character of the adjacent outdoor space. Since the public ROW requires a higher quality façade than the parking lot, the façade regulations are divided into Type A (better quality) and Type B (lesser quality). Type A facades face the public R.O.W. **Type B facades face parking lots and alley areas.**
2. Proportions: The proportions of walls, windows, and portions of walls shall be predominately vertical. Areas that are predominately horizontal shall be subdivided by pilasters, mullions, columns, trim work, or other architectural elements to achieve a balanced or vertical appearance. Vertical stripes, however, are undesirable.
3. Pilasters and Columns: Pilasters and columns are an expression of the actual or imaginary structural system on the exterior of the building. These elements divide the horizontal façade into smaller, more vertical panels. Pilasters should be placed no farther apart than they are tall and they should extend to the eave or above the parapet. .
4. Entry Conditions: The major entry is required to be placed on the public ROW façade and requires at least one entry into the building for each 100 feet of frontage on the property line.
5. Maximum Façade Length: One story buildings may be 100 feet long with a single building façade design; two or more stories are unlimited.
6. Transition A to B Facades: An A Façade must continue around a corner a minimum of 15 feet or 30% or the distance to the next building whichever is less, before transitioning to a B Façade.

B. MATERIALS

The materials employed to construct the buildings and public areas carry cultural, social, economic and architectural qualities that may or may not be appropriate to the character of the development. All material proposals are subject to the review and approval of the LCOA. The material lists are divided into materials that generally are unrestricted, materials that are desirable in small quantities, and materials that are undesirable unless used in an unusual or artistic fashion.

1. Unrestricted Materials: These materials may be used without limits for walls in 'A' or 'B' Facades: Brick, Stone, Stucco, Cast Stone, Ceramic Tile.
2. Limited Façade Materials: The following materials may be used up to 20% on A facades and 80% of 'B' Facades: Concrete masonry units, EIFS, metal panel siding or hardi-plank clapboard siding. EIFS may be used on the second floor and above.
3. Prohibited Materials: The following materials may not be used for buildings subject to these guidelines unless specifically exempted by the LCOA. Aluminum siding, vinyl siding, wood or corrugated metal siding.
4. Color: Colors for stucco, cast stone, mortar, shall generally be low reflectance, neutral, or earth tone colors. The use of high intensity primary metallic, or fluorescent colors is prohibited. Painted trim colors may be selected from the range of colors available from the National Trust for Historic Preservation. Bright colors may be used on trim or decorative elements.



7.2 COMMERCIAL GROUND FLOOR BUILDINGS**A. DISPLAY WINDOW**

The portion of the building interior that is, or is intended to be, part of the pedestrian experience visible from the public ROW, if occupied by a retail tenant.

1. Window Display: The window display is to be visible at least 1 foot into the interior. The display should be well lighted, clean and organized.
2. Window Display Floor: A raised floor is recommended but not required.
3. Window Display Lighting: Lighting should be warm in color and either incandescent or metal halide. Fluorescent lighting is prohibited.



4. Window Display Window Coverings: If the ground floor space is occupied by a retail tenant, no coverings should be applied that eliminate visibility into the display space such as blinds, medium or heavy tinting, or draperies. If the space is occupied by an office or residential occupant, window coverings shall be permitted.
5. Display Window, Glass: The intent of the regulation is to provide as much opportunity for observation as possible, achieving the maximum visibility into the display window. Clear, single pane glass is recommended, insulated glass is permitted, light tinting for UV protection is permitted, medium and heavy tinting is prohibited. Glass panels should have a generally vertical proportion.
6. Display Window, Sills: Window sills must be sloped to drain over the window pediment.

7. Window Pediment: This is a section of wall under the display window elevating the glass above the sidewalk. Permitted materials include all materials in the materials section of the Guidelines except glass. The minimum height is 6 inches; maximum height is 39 inches.
8. Display Window, Jambs: The minimum return from the primary wall surface to the jamb is 3 inches. A trim or panning is recommended.
9. Display Window, Head: The design of the display window incorporating transom window elements above door height are recommended but not required. Above the glass and frame, unit masonry walls must have a visible masonry lintel above the glass. Stucco-style walls do not require a visible masonry lintel.

B. ENTRY DOORS

1. Entry Doors: Entry doors must be a minimum of zero percent glass, no maximum.
2. Entry Doors, Jambs: Trim, panning, or a section of wall is required between the door jamb and the adjacent jamb of the display window.
3. Entry Doors, Transom: A transom or transom-type panel is recommended above the entry door(s) but is not required.
4. Entry Doors, Canopy: If an awning or canopy is required over the entry doors, a canopy may extend into the Public ROW and may be supported on columns; however, the columns may not interfere with the accessible route of the sidewalk.
5. Color: Colors for stucco, cast stone, mortar, shall generally be low reflectance, neutral, or earth tone colors. The use of high intensity primary metallic, or fluorescent colors is prohibited. Painted trim colors may be selected from the range of colors available from the National Trust for Historic Preservation. Bright colors may be used on trim or decorative elements.

C. SIGN BAND -

The Sign Band is designed to display the identity of the business within and express in graphic form the character of the business. Highly expressive graphics are encouraged; see Sign Guidelines for details. A sign band that is too long or too tall is not consistent with the intended character.

1. Location: The top of the head of the display window is the bottom of the sign band and the bottom of the second floor window sills (or the bottom of the cornice on 1 story buildings) is the

top of the sign band. The band ends horizontally either at a pilaster, a tower, or an adjacent façade.

2. **Maximum Height:** The maximum height that is uninterrupted by a change in plane, change in material or a change in color, is 5 feet.
3. **Maximum Length:** The maximum length that is uninterrupted by a change in plane, change in color, or a change in material is 50 feet on a one story building, 100' on two or more stories.

D. OTHER FEATURES

1. **Base or Watertable:** The lowest element on the building façade, it establishes a visible base for the materials above. It is recommended.
2. **Awnings:** Awnings on all street level windows are required. Awnings are to be made of predominantly natural or natural-appearing fabric or metal. The bottom of the awning must be placed at or below the top of the window.
3. **Lighting:** Indirect lighting of the signage and identity graphics is recommended, but not required.

7.3. NON-COMMERCIAL GROUND FLOOR

These rules apply to structures which house a ground floor comprised of residential units under a single ownership. Non-commercial ground floors are encouraged to accommodate relatively easy conversion to a commercial use if the market permits.

A. FLOOR ELEVATION

Floor Elevation at sidewalk: the floor elevation of the ground floor must be at or above average grade of the sidewalk and common entrances shall be accessible by ramp if necessary.

B. ENTRY DOORS

1. **Entry Doors, Private Primary -** Primary entry doors to individual dwelling units facing the street may be of wood, steel, or steel with laminated wood veneer or fiberglass.
2. **Entry Doors, To Common Conditioned space:** Entry doors to a common conditioned space, such as a lobby or corridor, must be a minimum of 30% glass, no maximum.
3. **Entry Doors, To Common Un-conditioned space:** Entry doors or gates to a common non-conditioned space, such as a lobby or corridor, may be of ornamental metal, open gate style. The doors or gates must be painted black, dark green or the same or complementary colors of the primary facade.

4. **Entry Doors, Weather Refuge -** awnings made of predominantly natural or natural-appearing fabric or metal; metal roofs or roof elements are encouraged over primary entry doors to provide shelter from weather. Weather refuge elements are encouraged but not required over common entry doors. Alternatively, doors may be recessed into the façade far enough to permit a person to stand out of the weather.



5. **Entry Doors, Lighting -** decorative light fixtures such as wall sconces are encouraged adjacent to primary entry doors, but are not required. Fixtures should have a diffuse light source that is non-glaring or a decorative shade or mounting which eliminates direct visibility of the source.
6. **Entry Doors, Sliding -** slide opening doors are prohibited on the street façade.

C. WINDOWS

1. **Windows, Type -** Windows shall be fixed glass, single hung, double hung, triple hung or casement. Casings shall not be narrower than 2" except on masonry walls. Head casing shall be equal to or wider than the jamb casing.
2. **Window shutters -** if shutters are used, they shall be one-half the width and of the same height as the associated window. All shutters shall be louvered, paneled, or constructed of boards as appropriate to the style of the building. Shutters do not need to be operable.
3. **Windows, Interior coverings -** interior coverings of ground floor windows may be of wood, or wood

-style blinds either horizontal or vertical; or finished fabric drapery. Metal blinds and cellulose blinds are prohibited. Artwork located on the glass or inside the glass is permitted provided it is not serving as advertising.

D. PRIVATE OUTDOOR SPACES

1. Outdoor private space, design - if outdoor private space is provided for residential units on the ground floor, these areas may be separated from the public ROW by fencing or with ornamental railings or masonry walls and should be consistent with architectural character of the façade. Railings or walls must be at a height no greater than 48". The areas must be provided a mixture of hardscape to landscape including turf, ground cover, shrubs, plant boxes or planters.
2. Outdoor private space, storage of materials - outdoor private space may not be used for storage or parking. No bicycles, motorcycles, or toys may be stored within. Seasonal items such as chairs, tables, planters or grills may be included.

E. OTHER ITEMS

1. Signage - Signage for non-commercial ground floors shall generally be consistent with the Mixed Use Zoning District. Address numerals, unit numerals, unit nameplates may be placed on the facade wall immediately adjacent to the entry door. Wall signs announcing the name of the residential unit development may be placed at visible corners of the building in either a sign band from the top of the head of the primary floor windows to the bottom of the second floor window sills or as a blade sign.
2. Utilities - no utility service connections, meters or other appurtenances will be allowed on the building facades facing the public realm. Utility connections, meters or other appurtenances shall be located on rear facades or on "B" facades which have intervening masonry walls or on the sides or backs of the buildings.
3. Stairways - stairways shall be concealed from the street and placed within the building footprint. Entry doors shall be accessible from the public realm.

7.4 UPPER STORIES -

The regulation of the façade design for the building above the first floor allows for wide latitude to encourage dignified, beautiful, creative, and gracious design.

A. WINDOWS

1. Windows, Jambs: Trim or panning recommended. Jamb must be recessed from the primary wall plane a minimum of one inch unless trim or panning is used.
2. Windows, Heads: In unit masonry construction, a visible masonry header is required. Stucco does not require a masonry header.

B. BALCONIES

1. Balconies, Doors: Swinging doors required, sliding doors prohibited.
2. Balconies, Door Heads: In unit masonry construction, a visible masonry header is required. Stucco does not require a masonry header.
3. Balconies, Floors: Floors must be a solid, concrete surface (lightweight concrete is acceptable provided it is structurally sound); metal grates are prohibited. Floors may project into the public ROW.



4. Balconies, Railings: Ornamental railings are required and should be consistent with architectural character of the façade. Top of railing shall be a maximum of 3 inches wide.

C. CORNICE

1. Cornice/Eave/Parapet: The design of the top of the building should be consistent with the architectural style of the façade. If the parapet is not tall enough to conceal the rooftop equipment, an added screen will be required behind the parapet to do so.

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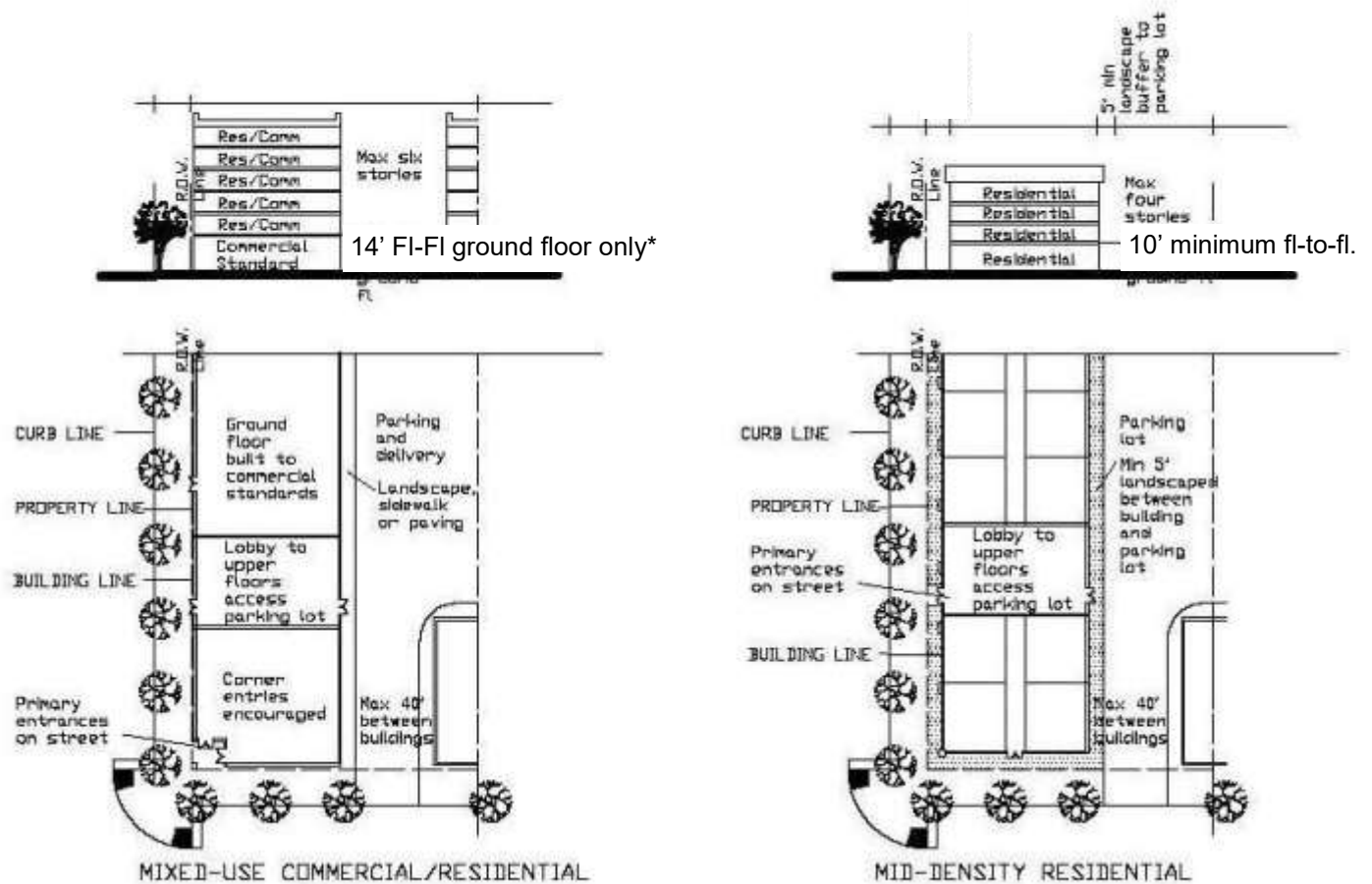
SECTION 7

D. ROOF

The water repelling surface covering the building area below.

1. **Material Specifications:** For flat or low-slope roofs, white membrane roofing is recommended, but not required. For sloped roofs, asphalt shingles, slate or simulated slate, metal, metal shingle, clay tile or clay tile appearance, or concrete tile is acceptable.
2. **Eaves:** Surface of the soffit under the overhang is to be treated as finished surface. Trim is required at least at the intersection of the soffit and wall surfaces. Paint or other finish is required. Venting is to be incorporated into the design of the soffit surface.
3. **Gutters and downspouts:** If they are to be visible on the 'A' Façade, they must be incorporated into the façade design.



FIGURE 7.6 COMMERCIAL LOT STANDARDS

* 14 feet floor-to-floor includes the floor structure such as beams and trusses.

1. MIXED USE COMMERCIAL/RESIDENTIAL

Buildings designed to accommodate retail or office occupancies on the ground floor shall comply with the Commercial Building Standards. The primary façade wall of the building shall be placed within 5' of the frontage property line unless a setback is used as a public plaza (See Parks and Open Spaces).

2. MID-DENSITY RESIDENTIAL

Buildings designed to accommodate multifamily residential occupancies on the ground floor shall comply with the Non-Commercial Building Standards. The primary façade wall of the building shall be placed between 5' and 8' from the frontage property line unless a setback is used as a public plaza (See Parks and Open Spaces).

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FLOWER MOUND, TEXAS

SECTION 7

FIGURE 7.7: RESIDENTIAL LOT STANDARDS

See the Development Standards in Table 2.2 and in Section 3

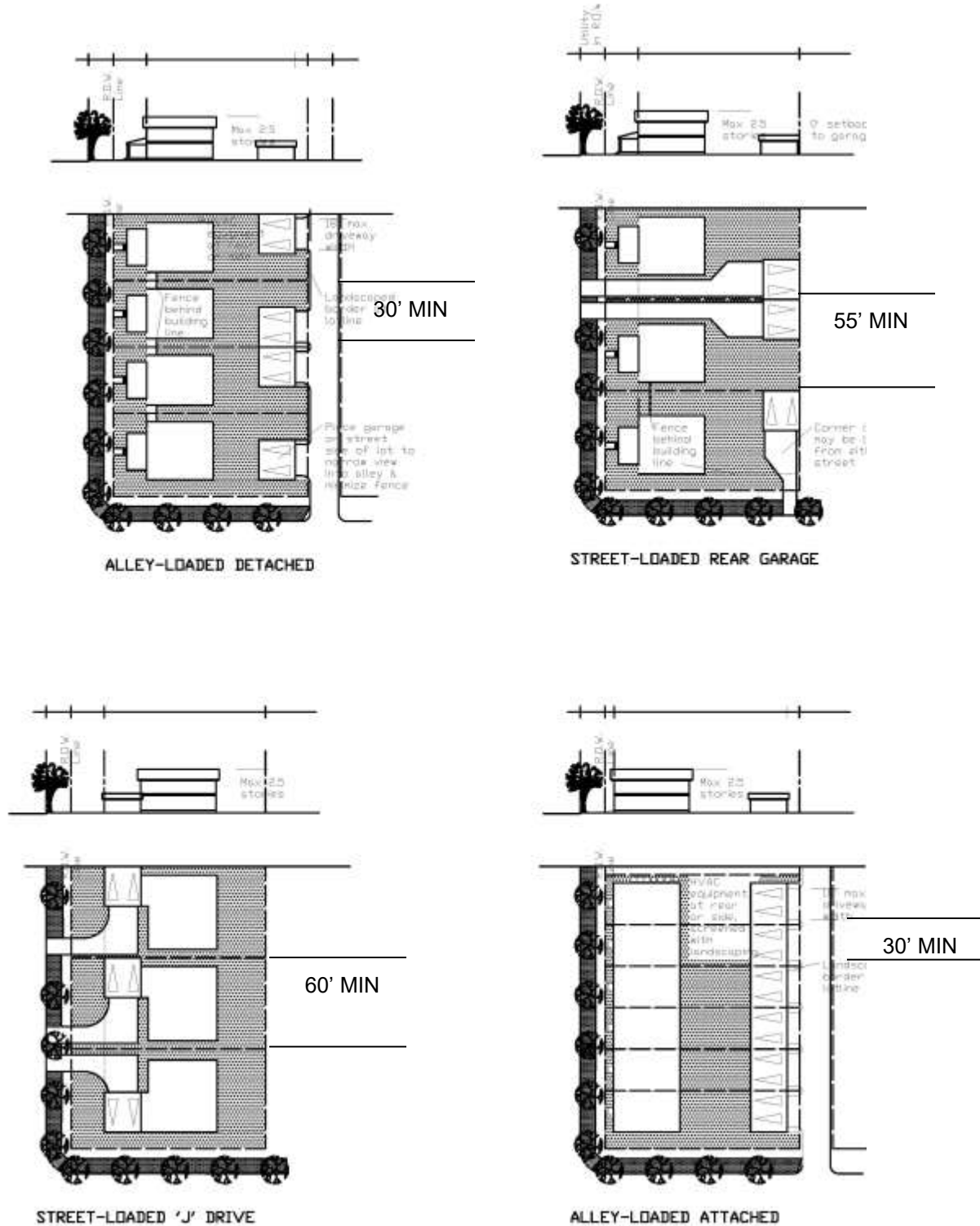


FIGURE 7.7: RESIDENTIAL LOT STANDARDS

See the Development Standards in Table 2.2 and in Section 3

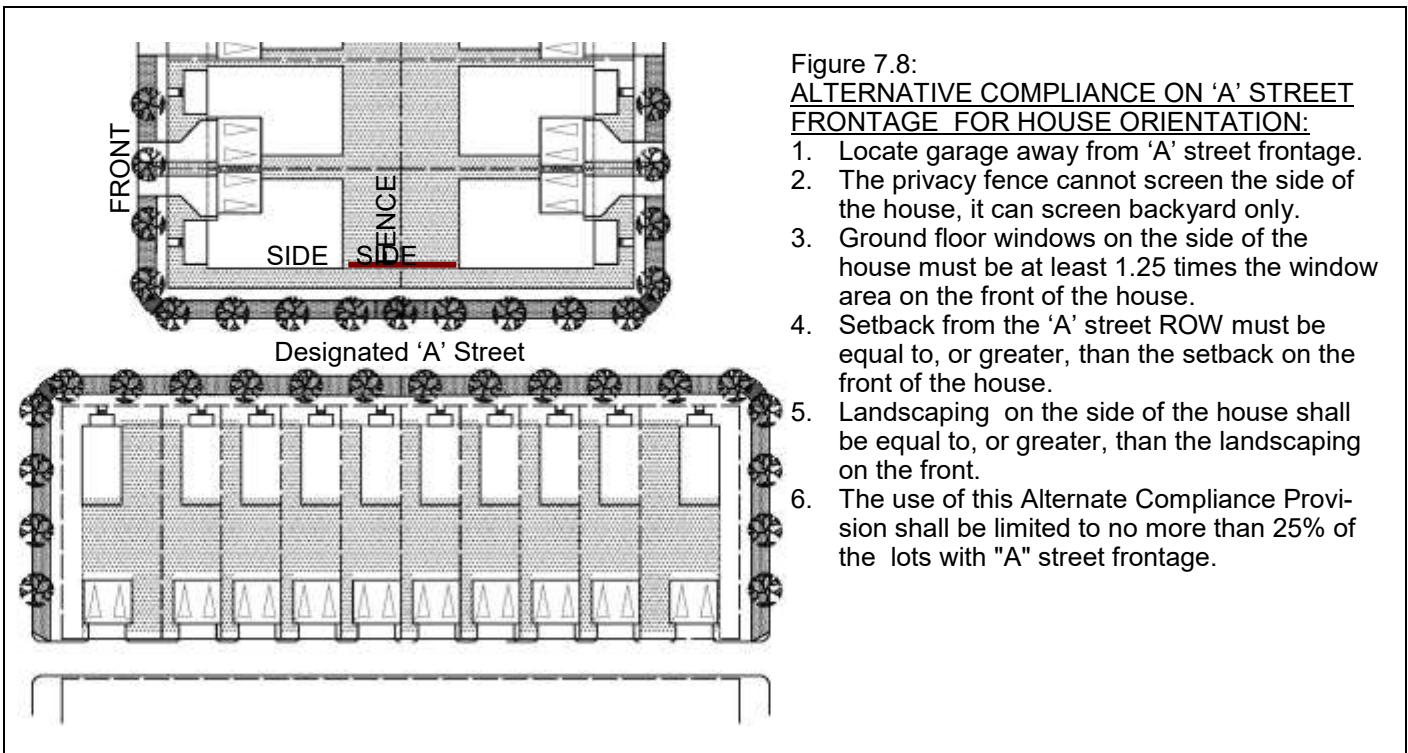
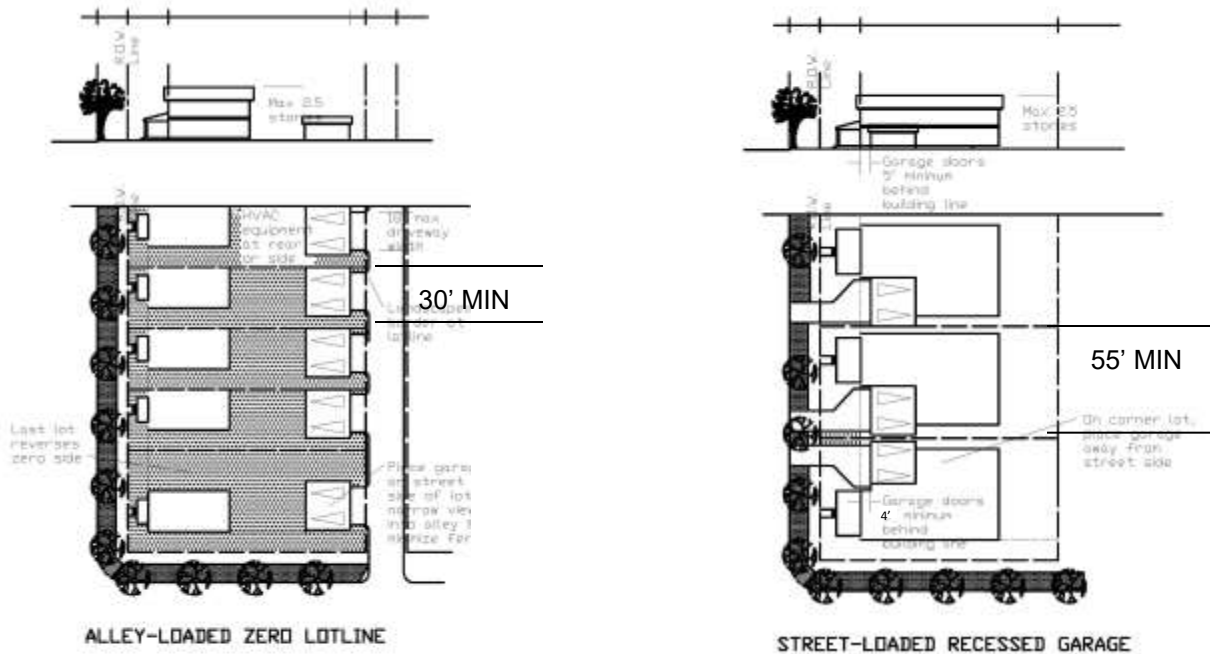


Figure 7.8:
**ALTERNATIVE COMPLIANCE ON 'A' STREET
FRONTAGE FOR HOUSE ORIENTATION:**

1. Locate garage away from 'A' street frontage.
2. The privacy fence cannot screen the side of the house, it can screen backyard only.
3. Ground floor windows on the side of the house must be at least 1.25 times the window area on the front of the house.
4. Setback from the 'A' street ROW must be equal to, or greater, than the setback on the front of the house.
5. Landscaping on the side of the house shall be equal to, or greater, than the landscaping on the front.
6. The use of this Alternate Compliance Provision shall be limited to no more than 25% of the lots with "A" street frontage.

**SINGLE FAMILY DETACHED RESIDENTIAL LOT STANDARDS
FOR LOTS 50' WIDE AND LARGER**

1. **Zones Permitted:** MU-NG
wood grain front door.
2. **Architecture**
 - a. All single family residential structures are encouraged to provide an architectural style which is appropriate to the site, the Lakeside DFW project, and the town of Flower Mound.
 - c. No façade may be repeated within any 5 adjacent lots or across the street from those lots.
 - d. Concealed HVAC units, trash storage, and utility meters.
 - e. Window openings and panes shall be vertically proportioned or square.
 - f. Flush mounted windows are prohibited.
 - g. If shutters are used, shutters shall be approximately one-half the width of, and the same height of the associated opening. All shutters shall be louvered, paneled, or constructed of boards as appropriate to the style of the building. Shutters do not need to be operable.
3. **Materials—Permitted and Prohibited:**
 - a. Materials for structures will be in compliance with Flower Mound Development Standards.
 - b. Minimum exterior façade—80 percent masonry façade.
4. **Building and accessory structures location on lot:**
 - a. Primary Building Structure must comply with Setback requirements.
 - b. Garage doors accessible from the street shall be constructed of decorative wood (“Carriage Door” Style) or stained simulated wood composite material
 - h. Gutters shall be copper, galvanized steel, aluminum or painted if exposed.
 - i. If chimneys are located on a street-facing wall, they shall extend to the ground.
 - j. If a porch is used, the porch column base shall not protrude beyond the bottom edge of the porch flooring.
5. **Required Features:**
 - a. Architectural grade asphalt shingles, or better.
 - b. Wood or stained fiberglass simulated

**SINGLE FAMILY DETACHED RESIDENTIAL LOT STANDARDS
FOR LOTS 30' TO 55' WIDE**

1. **Zones Permitted:** MU-NG
2. **Base Standards:** The standards that apply to the larger lots also apply to the 30' to 55' lots.
3. **Block Consistency:** All facades within one block face shall be constructed of the same wall and roofing materials.
4. **Facade Height:** Front wall must be two stories for at least 75% of the frontage.
5. **Façade Articulation:** Façade must have articulated features, such as balconies, window trim, changes in the wall plane, porticos, stoops, or other architectural features to enhance the façade and differentiate it from neighboring facades.
6. **All units connected:** The gate to access the side yard must be located in approximately the same plane as the front wall and must have either wing walls to match the building façade or a full height gate with lintel or arch over the gate.
7. **Side Street Enclosure:** The maximum distance between the lot corner of the end unit of the block and the far side of the parking aisle shall be 50'.

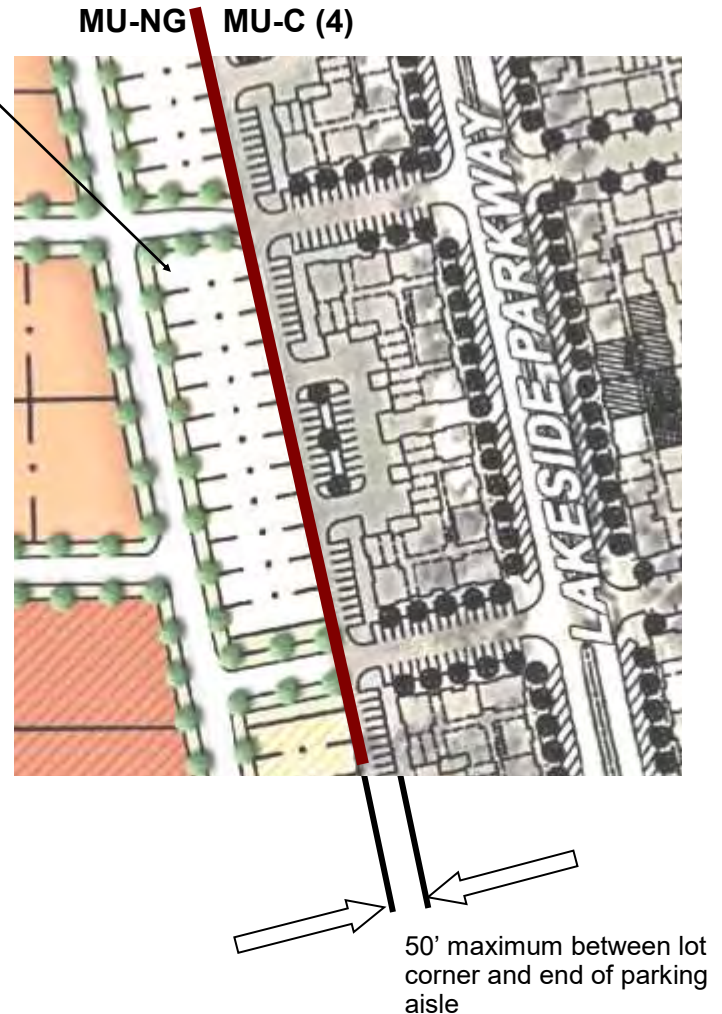
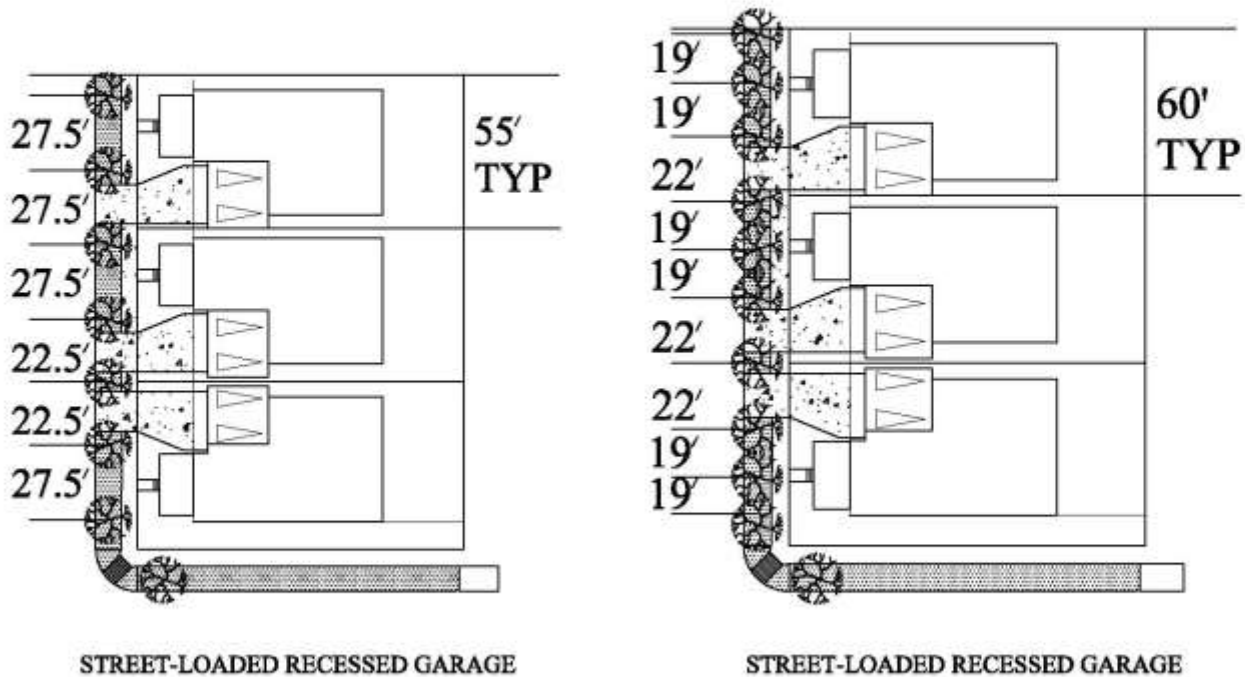
Figure 7.9: Transition between Subzones

FIGURE 7.10: Requirements for front-loaded lots.

Front-loaded lots are lots whose garages are accessed from the street rather than from an alley. These lots must comply with the following criteria.

1. Lots greater than 60 feet in width at the building line must have at least three living street trees in parkway frontage of the lot. At developer's option, 5 trees of minimum 4 inch caliper may be planted over two adjacent lots. The spacing of the trees shall be approximately as shown in figure 7.9, but may be reasonably adjusted to allow for more uniform spacing of trees, utilities lines, meters, obstructions, drainage, and other practical considerations.
2. Lots greater than 55 feet in width, but less than 60' in width, must have at least two living street trees in parkway frontage of the lot. The spacing of the trees shall be approximately as shown in figure 7.9, but may be reasonably adjusted to allow for more uniform spacing of trees, utilities lines, meters, obstructions, drainage, and other practical considerations.
3. A maximum of 30 front-loaded lots, between 55' and 60' in width are permitted under this Development Code.
4. Lots less than 55 feet in width, must be served by an alley and not use driveways located in the front of the lots. Street trees will be located in accordance with the requirements of Table 3.2.
5. At least 7 of the front loaded 55 foot lots shall be constructed with alleys behind the lots.
6. The driveway width must be no greater than 15 feet in width at the sidewalk..
7. On lots less than 60' in width, garages shall not comprise more than 50% of the front façade.
8. Garage must be set back from the building line 5' farther than the front wall of the house.
9. Front facing garage doors shall have individual stall doors divided with a masonry column.
10. Garage doors on all front loaded lots shall be treated with at least two of the following architectural elements. Garage doors greater than 15' from the front building setback line are exempt from this rule.
 - a. Embossed panel doors or wood facing
 - b. Decorative brick or arch over doors
 - c. Multiple coach lamps
 - d. Decorative door hardware and straps
 - e. Garage doors recessed at least 12 inches from the face plane of the garage
 - f. Driveway finish upgraded to one of the following: stamped concrete, concrete pavers, pebble finish concrete, salt finish concrete.

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LAKESIDE DFW DEVELOPMENT CODE
FLOWER MOUND, TEXAS

SECTION 8

SIGNAGE STANDARDS

SECTION 8.1: SIGNAGE

- A. Chapter 86 of the Code of Ordinances. Signage in Lakeside DFW shall comply with Chapter 86 of the Code of Ordinances, as in effect on the date of this Ordinance, except as amended, modified or excluded in the Table 8.1 below.
- B. For new signs, the standards in Table 8.1 shall apply and sign permits shall be approved administratively by the Town of Flower Mound Building Official unless specifically noted in this section.
- C. An applicant has the option to establish unique sign standards including size, color, type, font, design, and location. Such applications shall be reviewed as "Master Sign Plans" by the Town of Flower Mound Building Official and are subject to approval of the Building Official. In evaluating a Master Sign Plan, the Building Official shall consider the extent to which the application meets the proposed Sign Plan:
1. Promotes consistency among signs within a development and creates visual harmony between signs, buildings, and other components of the property;
 2. Enhances the compatibility of signs with the architectural and site design features within a development;
 3. Encourages signage that is in character with planned and existing uses thus creating a unique sense of place; and
 4. Encourages multi-tenant commercial uses to develop a unique set of sign regulations in conjunction with the development standards.

Table 8	IMU-MR	IMU-C	IMU-NG	IMU-N	IMU-EN	STANDARD
Wall (Building) Signs	P	P	NP	P	P	- For all ground floor commercial uses (retail, office, and restaurant): One sign per tenant space; area to be calculated at 1.5 sq. feet per linear foot of public street frontage for the tenant space with a maximum of 100 sq. ft per tenant on each street frontage that tenant has frontage. - Second and upper floor commercial uses may also be permitted one second floor wall sign per tenant space per public street frontage; area to be calculated at 1.5 sq. feet per linear foot of second or upper floor frontage along that public street with a maximum of 100 sq. feet. - Live-Work: One sign limited to an area of 10 sq. feet maximum, and a maximum height of 2 feet - Home occupations in residential buildings: One sign limited to an area of 5 sq. feet maximum and maximum height of 16 inches - Building sign may encroach a maximum of 12" on to a sidewalk while maintaining a vertical clearance of 7 feet from the finished sidewalk. - Building signs may be internally or externally lit. - Marquee signs permitted only as specified below.
Monument Signs	P	NP	NP	NP	P	- One monument sign per lot per lot street frontage (no more than 2 per lot separated by at least 100 feet) limited to a maximum of 50 sq. feet per sign face and 6 feet in height. - Signs must be illuminated from ground mounted lighting. - Permitted only along FM 2499, Lakeside Parkway, and Slip Road Frontages.

Realty Capital Management
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SECTION 8

	MU-MR	MU-C	MU-NG	MU-N	MU-EN	STANDARD
Window Signs	P	P	NP	NP	P	- Limited to 25% of the storefront glass area. - The following shall be exempt from this limitation: - Addresses, closed/open signs, hours of operation, credit card logos, real estate signs, and now hiring signs; - Artwork that is not used as advertising - Directory or wayfinding signage
Building Blade Signs	P	P	NP	P	P	- One per building (commercial and mixed use buildings only). - Area = 30 sq. feet maximum per sign face. - May encroach a maximum of 6 feet over a sidewalk, but shall not encroach over any parking or travel lane. - Building blade signs may be attached to the building at the corners of building or along any street facing façade above the first floor façade.
Tenant Blade Signs	P	P	NP	P	P	- One per commercial tenant space (retail, office, or restaurant use). - Area = 20 sq. feet maximum per sign face. - May encroach a maximum of 4 feet over a public sidewalk, but shall not encroach over any parking or travel lane. - Tenant blade signs shall be oriented perpendicular to the building façade and hung under the soffit of an arcade or under a canopy/awning or attached to the building façade immediately over the ground floor tenant space while maintaining a vertical clearance of 7 feet from the finished sidewalk.
Marquee Signs	P	P	NP	NP	P	- Permitted for theatres, auditoriums, and other public gathering venues of 100 persons or more. - Marquee signs shall be attached to the building or located above or below a canopy only. - Area = 150 sq. feet maximum, per face. - Message board may be changeable copy (electronic and non-electronic). Electronic message boards shall be non-flashing.
For sale/for lease signs	P	P	NP	P	P	- Size is limited to 32 sq. feet per sign face. - All other standards are the same as Town of Flower Mound Sign Regulations.
Address signs	P	P	P	P	P	Same as Town of Flower Mound Sign Regulations.
Temporary construction signs	P	P	P	P	P	1 free standing sign per lot during construction only; limited to 32 sq. feet.
Banners	P	P	P	P	P	Same as Town of Flower Mound Sign Regulations.
Sandwich board signs	P	P	NP	P	P	- Permitted only for retail, service, or restaurant uses. - Limited to 15 sq. feet per sign face per storefront. - Sign may not exceed 5 feet in height. - A minimum of 6 feet of sidewalk shall remain clear. - Chalkboards may be used for daily changing of messages.

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SECTION 8

	MU-MR	MU-C	MU-NG	MU-N	MU-EN	STANDARD
						- Readerboards (electronic and non-electronic) shall be prohibited. - Sign shall be removed every day after the business is closed.
Light Pole Banners	P	P	P	P	P	- Permitted only with approval of the City. - Max. 15 sq. feet per sign face. - Limited to one per light pole. - Light pole banners shall be limited to publicize community-wide events, holiday celebrations, public art, and other city sponsored events.
Directory signs	P	P	NP	P	P	- Shall be allowed for all multi-tenant commercial and mixed use buildings. - One directory sign per each multi-tenant building entrance limited to 20 sq. feet in area. - Design of the sign shall be integral to the façade on which the sign is to be affixed.
Pole signs	NP	NP	NP	NP	NP	May only be permitted as part of a Master Sign Plan.
LED Signs	NP	NP	NP	NP	NP	- Shall be covered by a lens or diffuser. - May only be permitted where electronic message boards are - Or, may only be permitted as part of a Master Sign Plan.
Off-premise signs	NP	NP	NP	NP	NP	Signs advertising businesses within the Lakeside DFW mixed use zone shall be considered on-premise signage.

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LAKESIDE DFW DEVELOPMENT CODE
FLOWER MOUND, TEXAS

APPENDIX

APPENDIX

APPENDIX TO LAKESIDE DFW
DEVELOPMENT CODE AMENDED

MU17-0002

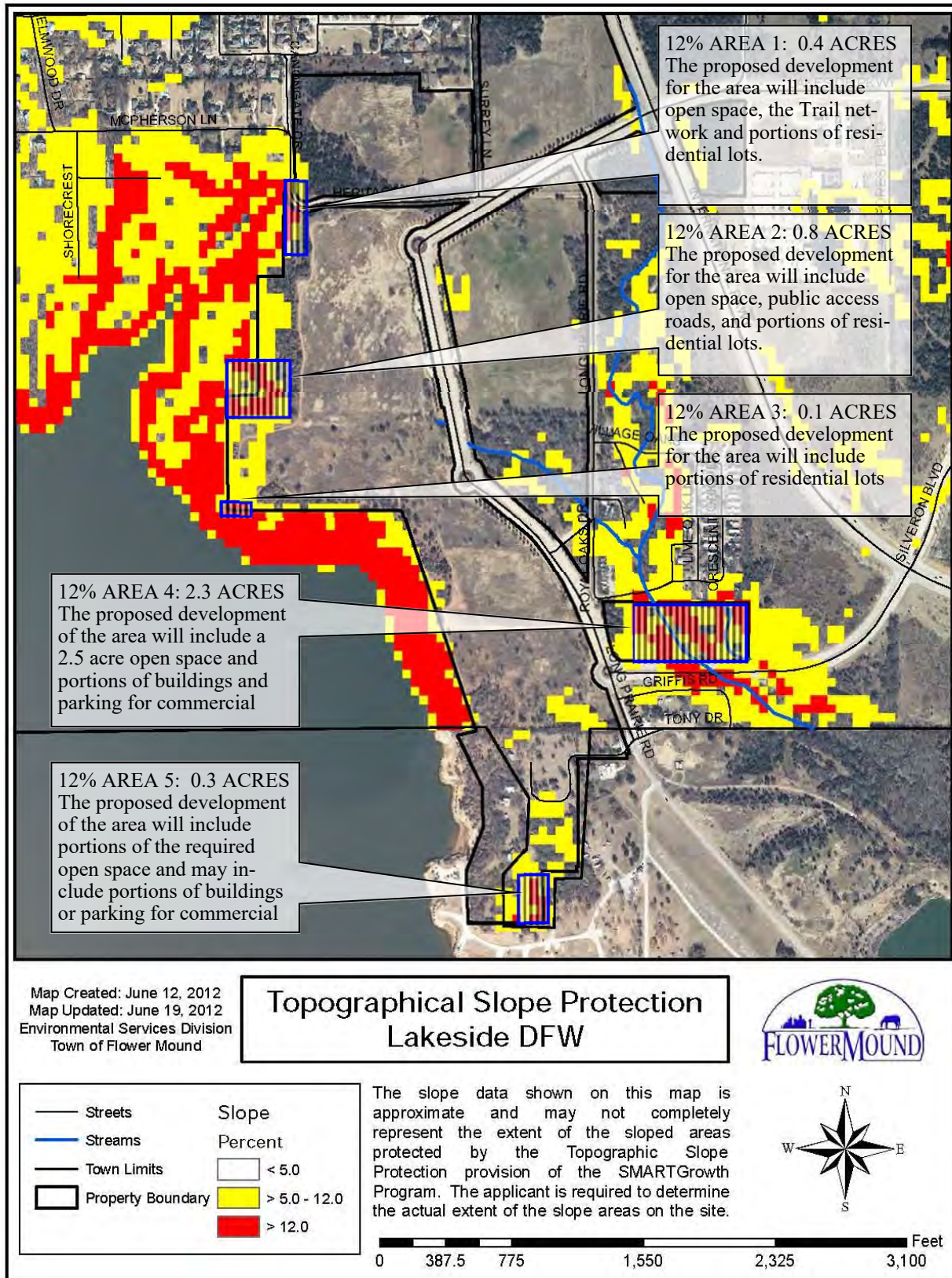
APPENDIX

EXHIBIT A	Slope Protection
EXHIBIT B	Legal Descriptions
EXHIBIT C	Ordinance 12-13
EXHIBIT D	Ordinance 14-15
EXHIBIT E	Ordinance 58-15
EXHIBIT F	Ordinance 03-17

Pursuant to Section 98-147. Topographical Slope Protection

It is the intention of the project to comply with the intent of the slope protection criteria as identified in the Master Plan to the extent possible. Where the requirements of the site dictate exceptions be made, the project will use the prevailing best management practices to minimize the impact of the development on the existing topography. This will be accomplished using the following practices where feasible within the constraints of the development:

- Detailed plans shall be provided at the time of platting.
- Silt fencing will be installed and maintained along the perimeter of the site..
- Silt fencing will be installed perpendicular to the direction of flow.
- Major soil disturbing activities will be sequenced to preserve existing vegetation.
- Storm water control devices will be installed to limit runoff, and reduce the velocity of concentrated flows.
- The steepest slopes will be preserved where feasible, for parks or open space, or private yards.
- Retaining walls shall be limited to 4' in height where, in the discretion of the Applicant, such a limit is feasible.
- Sheet flow will be the primary alternative for storm water runoff.
- Shallow turf swales shall be the secondary alternative for water runoff.
- Existing trees shall be retained if, in the discretion of the Applicant, such retention is possible.
- Other BMP's as described in the Town's engineering and design criteria, shall be utilized where feasible.

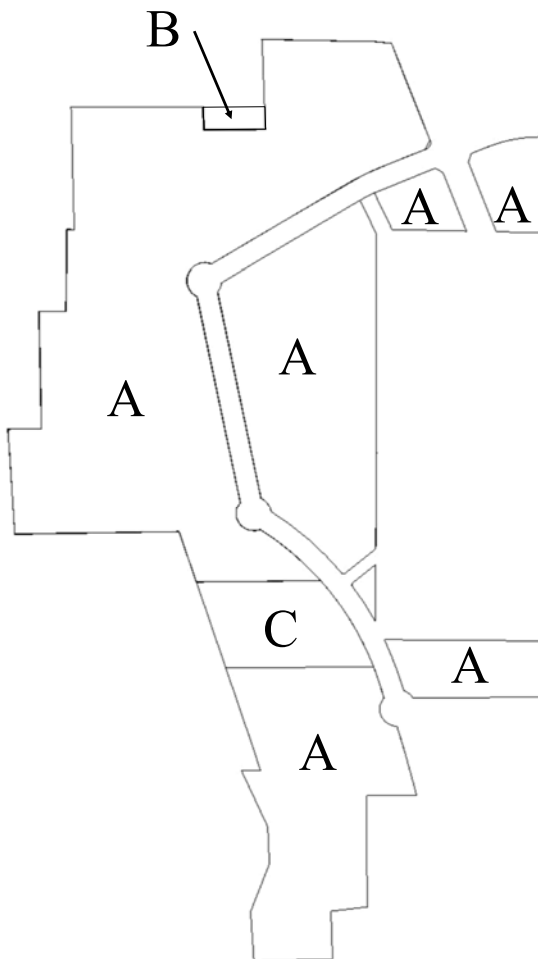


LEGAL DESCRIPTIONS

A: Tracts labelled "A" were included in the original establishment of the Lakeside DFW development district. The legal description is attached as Tract A..

B: The 0.88 acre tract was annexed on March 4, 2013 into the Lakeside DFW development district. The legal description is included in attached Ordinance 12-13.

C: The approximate 9 acre tract, formerly known as the Hines Property, is proposed to be annexed into the Lakeside DFW development district. The legal description is attached as Tract C.

**TRACT C LEGAL DESCRIPTION**

STATE OF TEXAS
COUNTY OF DENTON

BEING a tract of land situated in the J. TANNEHILL SURVEY, Abstract No. 1252 and being a portion of a tract of land conveyed to the LAKESIDE DFW LAND, LTD. As recorded in Volume 4589, Page 1287 of the Deed Records of Denton County, Texas (DRDCT) and being more particularly described as follows;

BEGINNING at a ½ inch Iron rod set with a red plastic cap stamped "W.A.I." at the intersection of the northerly line of Tract 1 as conveyed to Peter P. Stewart recorded in Volume 11029, Page 130B (DRDCT) and the westerly Right-of-Way line of LAKESIDE PARKWAY (120' Right-of-Way);

THENCE departing the westerly Right-of-Way line of said LAKESIDE PARKWAY and along the northerly line of said Tract 1 North 89 deg 54 min 43 sec West a distance of 840.54 feet to a ½ inch Iron rod set with a red plastic cap stamped "W.A.I." for corner, said point being set in the east line of a tract of land conveyed to the United States of America known as Tract B-112;

THENCE departing the northerly line of said Tract 1 and along the easterly line of said Tract B-112 North 18 deg 09 min 28 sec West a distance of 520.11 feet to ½ inch Iron rod set with a red plastic cap stamped "W.A.I." for corner;

THENCE departing the easterly line of said Tract B-112 South 89 deg 54 min 43 sec East a distance of 707.12 feet to a ½ inch Iron rod set with a red plastic cap stamped "W.A.I." for corner, said point being set in the westerly Right-of-Way line of said LAKESIDE PARKWAY and being the beginning of a non-tangent curve to the right having a radius of 1640.00 feet and having a chord bearing of South 30 deg 51 min 58 sec East and a chord length of 575.99 feet;

THENCE along the westerly Right-of-Way line of said LAKESIDE PARKWAY continuing along said non-tangent curve to the right through a central angle of 20 deg 13 min 41 sec and an arc length of 575.99 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bound 9.000 acres or 392,042 square feet of land more or less. Bearings contained within this field note description are based upon an on the ground survey performed in the field on the 11th day of April, 2005 utilizing the bearings as found on a ALTA/ACSM Land Title Survey prepared by Winkelmann & Associates, Inc. dated May, 2003, Project Number 02219.02(52).

ORDINANCE NO. 63-12

TRACT A LEGAL DESCRIPTION

Land**TRACT 1:**

BEING a tract of land situated in the J. TANNEHILL SURVEY, Abstract No. 1252 and being a portion of a tract of land conveyed to LAKESIDE DFW LAND, LTD. as recorded in Volume 4589, Page 1287 of the Deed Records of Denton County, Texas (DRDCT) and being more particularly described as follows:

BEGINNING at a Texas Highway Department Monument found at the southerly corner of a corner clip located at the intersection of the northeasterly Right-of-Way line of F.M. ROAD 2499 (160 feet Right-of-Way) and southerly Right-of-Way line of LAKESIDE PARKWAY (120 feet Right-of-Way) said point being the most southwesterly corner of a Right-of-Way Dedication recorded in Volume 2559, Page 990 (DRDCT);

THENCE departing the northeasterly Right-of-Way line of said F.M. ROAD 2499 and along said corner-clip North 18 degrees 49 minutes 04 seconds East a distance of 52.31 feet to a point for corner, said point being in the southerly Right-of-Way line of said LAKESIDE PARKWAY as recorded in a Right-of-Way Dedication recorded in Volume 4589, Page 1430;

THENCE departing said corner-clip and along the southerly Right-of-Way line of said LAKESIDE PARKWAY as follows;

North 69 degrees 15 minutes 09 seconds East a distance of 103.35 feet to a point for the beginning of a curve to the right having a radius of 800.00 feet and having a chord bearing of North 79 degrees 46 minutes 30 seconds East and a chord length of 292.19 feet;

Continuing along said curve to the right through a central angle of 21 degrees 02 minutes 42 seconds and an arc length of 293.84 feet to a point for the point of tangency;

South 89 degrees 42 minutes 09 seconds East a distance of 14.67 feet to a point for corner;

THENCE departing the southerly Right-of-Way line of said LAKESIDE PARKWAY South 00 degrees 40 minutes 36 seconds West a distance of 547.17 feet to a point for corner;

THENCE North 87 degrees 59 minutes 19 seconds West a distance of 258.08 feet to a 1/2 inch iron rod found for corner in the northeasterly Right-of-Way line of said F.M. Road 2499;

THENCE along the northeasterly Right-of-Way line of said F.M. ROAD 2499 North 20 degrees 59 minutes 16 seconds West a distance of 427.82 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 4.130 acres or 179,891 square feet of land more or less. Bearings contained within these field notes are based upon an on the ground survey performed July 7, 2000 utilizing construction plans for Lakeside Parkway prepared by FNTB.

TRACT 2:

BEING a tract of land situated in the J. TANNEHILL SURVEY, Abstract No. 1252 and being a portion of a tract of land conveyed to LAKESIDE DFW LAND, LTD. as recorded in Volume 4589, Page 1287 of the Deed Records of Denton County, Texas (DRDCT) and being

ORDINANCE NO. 63-12

TRACT A LEGAL DESCRIPTION

more particular described as follows;

BEGINNING at a point at the most southeasterly corner of a Right-of-Way dedication as recorded in Volume 2559, Page 990, said point being set in the southwesterly Right-of-Way line of F.M. Road 2499 (160 feet Right-of-Way);

THENCE along the southwesterly Right-of-Way line of said F.M. ROAD 2499 South 21 degrees 02 minutes 00 seconds East a distance of 359.91 feet to a 1/2 inch iron rod found for corner;

THENCE departing the southwesterly Right-of-Way line of said F.M. ROAD 2499 North 88 degrees 02 minutes 03 seconds West a distance of 422.81 feet to a point for corner in the easterly Right-of-Way line of OLD F.M. ROAD 2499 (90 feet Right-of-Way), which a 1/2 inch iron rod found bears North 89 degrees 02 minutes 14 seconds West a distance of 0.79 feet;

THENCE along the easterly Right-of-Way line of said OLD F.M. ROAD 2499 South 00 degrees 32 minutes 42 seconds West a distance of 4.73 feet to a point for corner;

THENCE North 26 degrees 30 minutes 08 seconds West a distance of 226.09 feet to a point for corner;

THENCE North 19 degrees 11 minutes 04 seconds East a distance of 14.01 feet to a point for corner in the southerly Right-of-Way line of said Lakeside Parkway, said point being the beginning of a non-tangent curve to the right having a radius of 1440.00 feet, a chord bearing of North 66 degrees 56 minutes 32 seconds East and a chord length of 101.07 feet;

THENCE along the southerly line of said Lakeside Parkway as follows:

Along said non-tangent curve to the right through a central angle of 04 degrees 01 minutes 21 seconds and an arc length of 101.10 feet to a point for corner;

North 68 degree 57 minutes 12 seconds East a distance of 268.86 feet to a point for corner at a corner-clip.

THENCE departing the southerly Right-of-Way line of said LAKESIDE PARKWAY and along said corner-clip South 60 degrees 50 minutes 20 seconds East a distance of 52.44 feet to the **POINT OF BEGINNING**;

CONTAINING within these metes and bounds 2.889 acres or 125,862 square feet of land more or less. Bearings contained within these field notes are based upon an on the ground survey performed July 7, 2000 utilizing construction plans for Lakeside Parkway prepared by HNTB.

TRACT 3:

BEING a tract of land situated in the J. TANNEHILL SURVEY, Abstract No. 1252 and being a portion of a tract of land conveyed to LAKESIDE DFW LAND, LTD. as recorded in Volume 4589, Page 1287 of the Deed Records of Denton County, Texas (DRDCT) and being more particular described as follows;

BEGINNING at a point at a corner-clip and being the most northeasterly corner of a Right-of-Way Dedication recorded in Volume 2559, Page 990, said point being set in the southwesterly Right-of-Way line of F.M. ROAD 2499 (160 feet Right-of-Way);

ORDINANCE NO. 63-12

TRACT A LEGAL DESCRIPTION

THENCE departing the southwesterly Right-of-Way line of said F.M. ROAD 2499 and along said corner-clip South 28 degrees 23 minutes 02 seconds West a distance of 61.18 feet to a point for corner in the northerly Right-of-Way line of LAKESIDE PARKWAY (120 feet Right-of-Way), said point being the most northeasterly corner of a Right-of-Way Dedication recorded in Volume 4589, Page 1443;

THENCE along the northerly Right-of-Way line of said LAKESIDE PARKWAY as follows;

South 68 degrees 57 minutes 12 seconds West a distance of 255.59 feet to a point for the beginning of a curve to the left having a radius of 1560.00 feet and having a chord bearing of South 64 degrees 29 minutes 59 seconds West and a chord length of 242.28 feet;

Continuing along said curve to the left through a central angle of 08 degrees 54 minutes 27 seconds and an arc length of 242.32 feet to a point for the point of tangency;

South 60 degrees 02 minutes 46 seconds West a distance of 455.07 feet to a point for corner in the northerly Right-of-Way line of HERITAGE LANE (variable width Right-of-Way);

THENCE departing the northerly Right-of-Way line of said LAKESIDE PARKWAY and along the northerly Right-of-Way line of said HERITAGE LANE North 89 degrees 31 minutes 39 seconds West a distance of 40.86 feet to a point for corner at the intersection of the northerly Right-of-Way line of said HERITAGE LANE and the easterly Right-of-Way line of SURREY DRIVE (variable width Right-of-Way);

THENCE departing the northerly Right-of-Way line of said HERITAGE LANE and along the easterly Right-of-Way line of said SURREY DRIVE North 01 degrees 28 minutes 19 seconds West a distance of 1061.44 feet to a point for corner;

THENCE departing the easterly Right-of-Way line of said SURREY DRIVE South 88 degrees 10 minutes 29 seconds East passing a 1/2 inch iron rod found at a distance of 147.09 feet continuing in all a distance of 646.80 feet to a 1/2 inch iron rod found for corner;

THENCE South 83 degrees 01 minutes 01 seconds East a distance of 91.12 feet to a point for corner in the southwesterly Right-of-Way line of said F.M. Road 2499;

THENCE along the southwesterly Right-of-Way line of said F.M. ROAD 2499 South 21 degrees 00 minutes 54 seconds East a distance of 592.00 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 16.261 acres or 708,342 square feet of land more or less. Bearings contained within these field note are based upon an on the ground survey performed July 7, 2000 utilizing construction plans for Lakeside Parkway prepared by HNTB.

TRACT 4:

BEING a tract of land situated in the J. TANNEHILL SURVEY, Abstract No. 1252 and being a portion of a tract of land conveyed to LAKESIDE DFW LAND, LTD. as recorded in Volume 4589, Page 1287 of the Deed Records of Denton County, Texas (DRDCT) and being more particularly described as follows;

BEGINNING at a point in the westerly Right-of-Way line of OLD F.M. ROAD 2499 (90 feet Right-of-Way);

ORDINANCE NO. 63-12

TRACT A LEGAL DESCRIPTION

THENCE along the westerly Right-of-Way line of said OLD F.M. ROAD 2499 as follows;

South 00 degrees 28 minutes 57 seconds West a distance of 1290.19 feet to a point for corner from which a Concrete Right-of-Way Monument found bears North 05 degrees 34 minutes 38 seconds West a distance of 2.20 feet;

South 01 degrees 11 minutes 16 seconds West a distance of 550.03 feet to a point for corner in the northerly Right-of-Way line of LAKESIDE PARKWAY (70 feet Right-of-Way) as recorded in Volumes 4589, Page 1449;

THENCE departing the westerly Right-of-Way line of said OLD F.M. ROAD 2499 and along the northerly Right-of-Way line of said LAKESIDE PARKWAY as follows;

South 52 degrees 04 minutes 45 seconds West a distance of 227.85 feet to a point for corner in the northerly Right-of-Way line of LAKESIDE PARKWAY (70 feet Right-of-Way);

North 83 degrees 34 minutes 28 seconds West a distance of 14.30 feet to a point for corner in the easterly Right-of-Way line of LAKESIDE PARKWAY (120 feet Right-of-Way) and the beginning of a non-tangent curve to the left having a radius of 1760.00 feet and having a chord bearing of North 48 degrees 08 minutes 45 seconds West and a chord length of 535.79 feet;

Continuing along said non-tangent curve to the left through a central angle of 17 degrees 30 minutes 37 seconds and an arc length of 537.88 feet to a point for corner and being the beginning of a non-tangent curve to the left having a radius of 100.00 feet and having a chord bearing of North 34 degrees 34 minutes 05 seconds West and a chord length of 99.25 feet;

Continuing along said non-tangent curve to the left through a central angle of 59 degrees 30 minutes 14 seconds and an arc length of 103.83 feet to a point for corner and being the point of tangency;

North 11 degrees 11 minutes 24 seconds West a distance of 1199.93 feet to a point for corner and being the beginning of a non-tangent curve to the left having a radius of 100.00 feet and having a chord bearing of North 24 degrees 25 minutes 41 seconds East and a chord length of 60.18 feet;

Continuing along said non-tangent curve to the left through a central angle of 35 degrees 01 minutes 27 seconds and an arc length of 61.13 feet to a point for corner and being the point of tangency;

North 60 degrees 02 minutes 46 seconds East a distance 883.20 feet to a point for the beginning of a curve to the right having a radius of 1440.00 feet, a chord bearing of North 60 degrees 41 minutes 52 seconds East and a chord length of 32.76 feet;

Continuing along said curve to the right through a central angle of 01 degrees 18 minutes 13 seconds and an arc length of 32.76 feet to the westerly corner of a corner clip;

THENCE along said corner clip South 72 degrees 24 minutes 26 seconds East a distance of 13.89 feet to a point for corner;

THENCE South 26 degrees 30 minutes 08 seconds East a distance of 162.56 feet to the POINT OF BEGINNING;

ORDINANCE NO. 63-12

TRACT A LEGAL DESCRIPTION

CONTAINING within these metes and bounds 31.060 acres or 1,352,972 square feet of land more or less. Bearings contained within these field notes are based upon an on the ground survey performed July 7, 2000 utilizing construction plans for Lakeside Parkway prepared by HNTB,

TRACT 5:

BEING a tract of land situated in the J. TANNEHILL SURVEY, Abstract No. 1252 and being a portion of a tract of land conveyed to LAKESIDE DFW Land, LTD. as recorded in Volume 4589, Page 1287 of the Deed Records of Denton County, Texas (DRDCT) and being more particularly described as follows;

BEGINNING at a 5/8 inch iron rod found at the intersection of the westerly Right-of-Way line of SURREY DRIVE (variable width Right-of-Way) and the northerly Right-of-Way line of HERITAGE LANE (variable width Right-of-Way);

THENCE departing the westerly Right-of-Way line of said SURREY DRIVE and along the northerly Right-of-Way line of said HERITAGE LANE South 89 degrees 23 minutes 50 seconds West a distance of 1007.44 feet to a point for corner at a corner-clip;

THENCE departing the northerly Right-of-Way line of said HERITAGE LANE and along said corner-clip North 45 degrees 40 minutes 19 seconds West a distance of 84.96 feet to a 5/8 inch iron rod found for corner in the easterly Right-of-Way line of said HERITAGE LANE;

THENCE departing said corner-clip and along the easterly Right-of-Way line of said HERITAGE LANE North 00 degrees 44 minutes 27 seconds West a distance of 637.53 feet to a point for corner;

THENCE departing the easterly Right-of-Way line of said HERITAGE LANE South 89 degrees 14 minutes 21 seconds East a distance of 747.35 feet to a point for corner;

THENCE South 02 degrees 13 minutes 57 seconds East a distance of 128.00 feet to a 3/4 inch iron pipe found for corner;

THENCE South 89 degrees 13 minutes 57 seconds East a distance of 300.31 feet to a 1 inch iron pipe found for corner in the westerly Right-of-Way line of said SURREY DRIVE;

THENCE along the westerly Right-of-Way line of said SURREY DRIVE South 02 degrees 30 minutes 29 seconds East a distance of 544.91 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 15.700 acres or 683,882 square feet of land more or less. Bearings contained within these field notes are based upon an on the ground survey performed July 7, 2000 utilizing construction plans for Lakeside Parkway prepared by HNTB.

TRACT 6:

BEING a tract of land situated in the J. Tannehill Survey, Abstract No. 1252, E. Tannehill Survey, Abstract No. 1272 and the R. Knight Survey, Abstract No. 708 and being a portion of a tract of land conveyed to LAKESIDE DFW LAND, LTD. as recorded in Volume 4589, Page 1287 of the Deed Records of Denton County, Texas (DRDCT) and being more particularly described as follows;

TRACT A LEGAL DESCRIPTION

ORDINANCE NO. 63-12

BEGINNING at a point at the intersection of the southerly Right-of-Way line of HERITAGE LANE (variable width Right-of-Way) and the westerly Right-of-Way line of LAKESIDE PARKWAY (120 feet Right-of-Way) as recorded in Volume 4589, Page 1449;

THENCE departing the southerly Right-of-Way line of said HERITAGE LANE and along the westerly Right-of-Way line of said LAKESIDE PARKWAY as follows;

South 60 degree 02 minutes 46 seconds West a distance of 304.34 feet to a point for corner at the beginning of a non-tangent curve to the left having a radius of 100.00 feet and having a chord bearing of South 24 degree 25 minutes 41 seconds West and a chord length of 199.95 feet;

Continuing along said curve to the left through a central angle of 177 degree 29 minutes 46 seconds and an arc length of 309.79 feet to a point for corner at the point of tangency;

South 11 degree 11 minutes 24 seconds East a distance of 1199.93 feet to a point for corner at the beginning of a non-tangent curve to the left having a radius of 100.00 feet and having a chord bearing of South 34 degree 33 minutes 38 seconds East and a chord length of 194.47 feet;

Continuing along said non-tangent curve to the left through a central angle of 153 degree 00 minutes 03 seconds and an arc length of 267.04 feet to a point for corner and the beginning of a non-tangent curve to the right having a radius of 1640.00 feet and having a chord bearing of South 38 degree 47 minutes 19 seconds East and a chord length of 1015.36 feet;

Continuing along said non-tangent curve to the right through a central angle of 36 degree 04 minutes 23 seconds and an arc length of 1032.53 feet to a point for corner;

THENCE departing the westerly Right-of-Way line of said LAKESIDE PARKWAY North 89 degree 54 minutes 43 seconds West a distance of 840.54 feet to a point for corner in the easterly line of a tract of land conveyed to United States of America Tract B-112;

THENCE along the easterly line of said Tract B-112 as follows;

North 18 degree 09 minutes 28 seconds West a distance of 824.46 feet to a Corp of Engineers Monument found for corner;

South 89 degree 47 minutes 37 seconds West a distance of 934.84 feet to a point for corner;

North 02 degree 42 minutes 21 seconds West a distance of 469.50 feet to a point for corner;

North 04 degree 37 minutes 13 seconds West a distance of 136.76 feet to a Corp of Engineers Monument found for corner;

South 89 degree 48 minutes 19 seconds East a distance of 192.75 feet to a Corp of Engineers Monument found for corner;

North 00 degree 36 minutes 22 seconds West a distance of 669.44 feet to a Corp of Engineers Monument found for corner;

South 88 degree 51 minutes 10 seconds East a distance of 153.80 feet to a Corp of Engineers Monument found for corner;

North 01 degree 24 minutes 22 seconds East a distance of 465.00 feet to a point for corner;

TRACT A LEGAL DESCRIPTION**ORDINANCE NO. 63-12**

THENCE departing the easterly line of said Tract B-112 South 88 degree 35 minutes 28 seconds East a distance of 20.00 feet to a point for corner in the southerly Right-of-Way line of said HERITAGE LANE;

THENCE along the southerly Right-of-Way line of said HERITAGE LANE as follows;

South 45 degree 40 minutes 19 seconds East a distance of 97.38 feet to a point for corner;

North 89 degree 10 minutes 33 seconds East a distance of 992.09 feet to the POINT BEGINNING;

CONTAINING within these metes and bounds 52.981 acres or 2,307,851 square feet of land more or less. Bearings contained within these field notes are based upon an on the ground survey performed July 7, 2000 utilizing construction plans for Lakeside Parkway prepared by HNTB.

SAVE AND EXCEPT that 9.000 acre tract of land conveyed to Lakeside Hotel DFW, L.P., a Texas limited partnership by Special Warranty Deed dated November 15, 2005, filed November 17, 2005 and recorded in/ under Clerk's No. 2005-143494 of the Real Property Records of Denton County, Texas.

ORDINANCE NO. 63-12

TRACT A LEGAL DESCRIPTION

TRACT 7:

BEING a tract of land situated in the J. Tannehill Survey, Abstract No. 1252 and being a portion of a tract of land conveyed to LAKESIDE DFW LAND, LTD. as recorded in Volumes 4589, Page 1287 of the Deed Records of Denton County, Texas (DRDCT) and being more particularly described as follows;

COMMENCING at the intersection of the southerly Right-of-Way line of HERITAGE LANE (variable width Right-of-Way) and the westerly Right-of-Way line of OLD F.M. ROAD 2499 (90 feet Right-of-Way) which a Wood Right-Of-Way Monument found bears North 15 degree 18 minutes 22 seconds East a distance of 2.27 feet;

THENCE south along the westerly Right-of-Way line of said OLD F.M. ROAD 2499 as follows:

South 00 degree 28 minutes 57 seconds West a distance of 1248.49 feet to a point for corner which a Concrete Right-of-Way Monument found bears North 05 degree 34 minutes 38 seconds West a distance of 2.20 feet;

South 01 degree 11 minutes 16 seconds West a distance of 640.24 feet to a point in the westerly Right-of-Way line of said OLD F.M. ROAD 2499 to the POINT OF BEGINNING;

THENCE south along the westerly Right-of-Way line of said OLD F.M. ROAD 2499 South 01 degree 11 minutes 16 seconds West a distance of 323.31 feet to a point for corner and departing the westerly Right-of-Way of said OLD F.M. Road 2499 along a non-tangent curve to the left having a radius of 1750.00 feet, a chord bearing of North 32 degree 31 minutes 10 seconds West and a chord length of 241.95 feet;

Continuing along said non-tangent curve to the left through a central angle of 07 degree 52 minutes 58 seconds for an arc length of 242.14 feet to a point for corner in the easterly Right-of-Way of said LAKESIDE PARKWAY;

THENCE North 07 degree 43 minutes 40 seconds East a distance of 14.30 feet to a point for corner in the southerly Right-of-Way line of said LAKESIDE PARKWAY;

THENCE along the southerly Right-of-Way line of said LAKESIDE PARKWAY North 52 degree 04 minutes 45 seconds East a distance of 170.94 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 0.502 acres or 21,888 square feet of land more or less. Bearings contained within these field notes are based upon an on the ground survey performed July 7, 2000 utilizing construction plans for Lakeside Parkway prepared by HNTB.

ORDINANCE NO. 63-12

TRACT A LEGAL DESCRIPTION

PROPERTY DESCRIPTION
Peter P Stewart PARCEL 1STATE OF TEXAS §
COUNTY OF DENTON §

BEING all that certain tract of land situated in the J. M. TANNEHILL SURVEY, ABSTRACT No. 1252, in the Town of Flower Mound, Denton County, Texas, being part of a tract of land described in deed to Peter P. Stewart as recorded in County Clerk's Instrument No. 93R0024840, Deed Records, Denton County, Texas, also being all that property described in Quitclaim Deed to Peter P. Stewart as recorded in County Clerk's Instrument No. 2002-R0092862, Deed Records, Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." set for corner on the Easterly right-of-way line of Lakeside Parkway, a 120-foot right-of-way at this point, said point being on the most Westerly corner of said Quitclaim tract;

THENCE North 89 deg 55 min 09 sec East, departing said Easterly right-of-way line of Lakeside Parkway, a distance of 899.44 feet to a 1/2-inch iron rod found for corner on the West line of a tract of land described in deed to Ray B. Baldwin III as recorded in County Clerk's Instrument No. D210075275, Real Property Records, Denton County, Texas, said point also being the Southeast corner of Village Oaks Mobile Home Community, an addition to the Town of Flower Mound, Denton County, Texas, according to the Plat thereof recorded in Cabinet D, Page 291, Plat Records, Denton County, Texas;

THENCE South 00 deg 31 min 16 sec East, along the West line of said Baldwin tract, a distance of 326.07 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." set for the Northeast corner of Lakeside Parkway, a 100-foot right-of-way as dedicated by Dedication Deed to the Town of Flower Mound as recorded in County Clerk's Instrument No. 2001-R0105772, Deed Records, Denton County, Texas;

THENCE along the Northerly and Easterly right-of-ways of said Lakeside Parkway, the following courses and distances:

South 89 deg 20 min 52 sec West, a distance of 742.09 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." set for corner, said point being the beginning of a non-tangent curve to the left having a radius of 100.00 feet, a central angle of 39 deg 28 min 48 sec, a chord bearing of North 50 deg 23 min 32 sec West, and a chord length of 67.55 feet;

Along said non-tangent curve to the left, an arc distance of 68.91 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." set for corner;

North 17 deg 00 min 08 sec West, a distance of 53.70 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." set for corner, said point being the beginning of a curve to the left having a radius of 1,760.00 feet, a central angle of 08 deg 21 min 11 sec, a chord bearing of North 21 deg 10 min 42 sec West, and a chord length of 256.36 feet;

THENCE continuing along the Easterly right-of-way of said Lakeside Parkway and said curve to the left, an arc distance of 256.59 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 274,800 square feet or 6.309 acres of land, more or less. Bearings shown hereon are based upon an on-the-ground survey performed in the field on the April 5, 2012, utilizing a G.P.S. bearing related to the Texas Coordinate System, North Texas Central Zone (4202), NAD 83 State Plane Coordinate grid values based on the Geo-Shack Virtual Reference Station (VRS) Network.

ORDINANCE NO. 63-12

TRACT A LEGAL DESCRIPTION

PROPERTY DESCRIPTION
Peter P Stewart PARCEL 2

STATE OF TEXAS §
COUNTY OF DENTON §
COUNTY OF TARRANT §

BEING all that certain tract of land situated in the the J. M. TANNEHILL SURVEY, ABSTRACT No. 1252, in the Town of Flower Mound, Denton and Tarrant County, Texas, being part of a tract of land described in deed to Peter P. Stewart as recorded In County Clerk's Instrument No. 93R0024840, Deed Records, Denton County, Texas, also being all that property described in deed to Peter P. Stewart as recorded in Volume 11029, Page 1308, Deed Records, Tarrant County, Texas, and also being all that property described in deed to Peter P. Stewart as recorded in Volume 8180, Page 1145, Deed Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found for corner on the Westerly right-of-way line of Lakeside Parkway, a 120-foot right-of-way, said point being the Southeast corner of Lot 1, Block 1, Lakeside Hotel, an addition to the Town of Flower Mound, Tarrant County, Texas, according to the Plat thereof recorded in Cabinet A, Slide 11756, Plat Records, Denton County, Texas, said point being the beginning of a curve to the right having a radius of 1,640.00 feet, a central angle of 04 deg 28 min 09 sec, a chord bearing of South 19 deg 14 min 13 sec East, and a chord length of 127.89 feet;

THENCE along said Westerly right-of-way line of Lakeside Parkway and said curve to the right, an arc distance of 127.92 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." set for corner;

THENCE South 17 deg 00 min 08 sec East, continuing along said Westerly right-of-way line of Lakeside Parkway, a distance of 53.71 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." set for corner, said point being the beginning of a non-tangent curve to the left having a radius of 100.00 feet, a central angle of 106 deg 14 min 09 sec, a chord bearing of South 16 deg 59 min 23 sec East, and a chord length of 159.97 feet;

THENCE continuing along said Westerly right-of-way line of Lakeside Parkway and said non-tangent curve to the left, an arc distance of 185.37 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." set for corner on the Westerly right-of-way line of Long Prairie Road, a variable width right-of-way;

THENCE South 17 deg 00 min 08 sec East, along the Westerly right-of-way line of said Long Prairie Road, a distance of 258.06 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." set for corner on the North line of said Peter P. Stewart tract (Volume 11029, Page 1308);

THENCE North 88 deg 37 min 18 sec East, along the North line of said Peter P. Stewart tract (Volume 11029, Page 1308), continuing along the Westerly right-of-way line of said Long Prairie Road, a distance of 24.07 feet to a brass monument found for corner, said point being the Northeast corner of said Peter P. Stewart tract (Volume 11029, Page 1308);

THENCE South 18 deg 10 min 43 sec East, continuing along said Westerly right-of-way line of said Long Prairie Road and along the Easterly line of said Peter P. Stewart tract (Volume 11029, Page 1308), a distance of 143.87 feet to 1/2-inch Iron rod with a red plastic cap stamped "W.A.I." set for corner from which a brass monument found bears North 88 deg 50 min 33 sec East, 39.77 feet;

ORDINANCE NO. 63-12

TRACT A LEGAL DESCRIPTION

THENCE along the Easterly line of said Peter P. Stewart tracts (Volume 11029, Page 1308 and Volume 8180, Page 1145), the following courses and distances:

South 88 deg 50 min 33 sec West, a distance of 289.31 feet to a brass monument found for corner;

South 01 deg 05 min 02 sec East, a distance of 638.21 feet to a brass monument found for corner;

South 85 deg 46 min 29 sec West, a distance of 207.02 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." set for corner on the East line of Tract 1 of said Peter P. Stewart tract (Volume 8180, Page 1145);

South 03 deg 45 min 31 sec East, a distance of 284.14 feet to a brass monument found for the Southeast corner of Tract 4 of said Peter P. Stewart tract (Volume 8180, Page 1145);

THENCE South 88 deg 48 min 29 sec West, along the South line of said Tract 4, a distance of 428.02 feet to a brass monument found for the Southwest corner of said Tract 4;

THENCE along the Westerly line of said Peter P. Stewart tract (County Clerk's Instrument No. 93R0024840, Volume 11029, Page 1308, and Volume 8180, Page 1145), the following courses and distances:

North 06 deg 33 min 31 sec West, a distance of 261.30 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." set for corner;

North 20 deg 41 min 29 sec East, a distance of 301.80 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." set for corner;

North 02 deg 20 min 31 sec West, a distance of 230.50 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." set for corner;

North 27 deg 03 min 35 sec West, a distance of 331.50 feet to a brass monument found for the Northwest corner of said Peter P. Stewart tract (Volume 11029, Page 1308);

North 89 deg 37 min 43 sec East, a distance of 87.23 feet to a brass monument found for corner on the North line of said Peter P. Stewart tract (Volume 11029, Page 1308);

North 18 deg 59 min 56 sec West, a distance of 614.28 feet to a 1/2-inch iron rod found for the Southwest corner of said Lot 1, Block 1;

THENCE North 89 deg 15 min 56 sec East, along the South line of said Lot 1, Block 1, a distance of 840.14 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 1,093,369 square feet or 25.100 acres of land, more or less. Bearings shown hereon are based upon an on-the-ground survey performed in the field on the April 5, 2012, utilizing a G.P.S. bearing related to the Texas Coordinate System, North Texas Central Zone (4202), NAD 83 State Plane Coordinate grid values based on the Geo-Shack Virtual Reference Station (VRS) Network.

TOWN OF FLOWER MOUND, TEXAS**ORDINANCE NO. 12-13**

AN ORDINANCE OF THE TOWN COUNCIL 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 0.88 ACRES IN THE J. TANNEHILL SURVEY, ABSTRACT NUMBER 1252, DENTON COUNTY, TEXAS, AS MORE FULLY DESCRIBED IN EXHIBIT "A" HERETO, FROM AGRICULTURAL DISTRICT (A) USES TO MIXED USE DISTRICT-1 (MU-1) USES IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND PURSUANT TO SPECIFIC REQUIREMENTS STATED HEREIN AND EXHIBITS ATTACHED HERETO; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after public notice and public hearing as required by law, the Planning and Zoning Commission of the Town of Flower Mound, Texas, has recommended a change in zoning classification of the property described herein, and has recommended 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, regarding the rezoning of the property hereinafter described; and

WHEREAS, all legal requirements, conditions, and prerequisites have been complied with prior to this case coming before the Town Council of the Town of Flower Mound; and

WHEREAS, the Town Council of the Town of Flower Mound, after public notice and public hearing as required by law, and upon due deliberation and consideration of the recommendation of the Planning and Zoning Commission of the Town of Flower Mound and of all testimony and information submitted during said public hearings, has determined that, in the public's best interest and in support of the health, safety, morals, and general welfare of the citizens of the Town, the zoning of the property described herein shall be changed, and that the official zoning map, Exhibit "A" of Subpart B, Land Development Regulations, of the Code of Ordinances of the Town of Flower Mound, Texas, shall be amended to reflect the rezoning of the property herein described.

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

SECTION 1

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

Ordinance No. 12-13

Page 2

SECTION 2

From and after the effective date of this Ordinance, the property described herein shall be rezoned as set forth in this section, and the official zoning map, Exhibit "A" of Subpart B, Land Development Regulations, of the Code of Ordinances of the Town of Flower Mound, Texas, is hereby amended and changed in the following particulars to reflect the action taken herein, and all other existing sections, subsections, paragraphs, sentences, definitions, phrases, and words of said Land Development Regulations are not amended, but shall remain intact and are hereby ratified, verified, and affirmed, in order to create a change in the zoning classification of the property described herein, as follows:

That certain tract of land being approximately 0.88 acres of land in the J. Tannehill Survey, Abstract Number 1252, of Flower Mound, Denton County, Texas, and being more fully described in Exhibit A attached hereto and incorporated herein for all purposes (the "Property"), presently zoned Agricultural District (A) uses is hereby changed to Mixed Use District-1 (MU-1) Uses in accordance with the specific requirements of the Town's Master Plan and specific requirements stated herein to make such property a component of the Mixed Use District-1 (MU-1) Zoning Classification established by Ordinance No. 63-12.

SECTION 3

From and after the effective date of this Ordinance, all development of the Property, or any part or portion thereof, shall comply with and conform to the requirements of Mixed Use District-1 (MU-1) Zoning Classification established by Ordinance No. 63-12 and the following minor non-substantive revisions are made to the Development Standards attached to Ordinance No. 63-12 to include the Property in the said Mixed Use District-1 (MU-1) Zoning Classification:

- Page 9 Figure shown of "EXISTING ZONING OF SUBJECT SITE" shall include the Property, existing zoning is AG.
- Page 10 Figure shown of "PROPOSED ZONING OF SUBJECT SITE" shall include the Property, proposed zoning is MU.
- Page 11 Table 1.1, Statistical Report, proposed change is as follows: Single Family lots increases from 56.8 acres to 57.7 acres and the total increases from 149.7 acres to 150.6 acres.
- Page 22 On the "CONCEPT PLAN AND REGULATING PLAN" the proposed change is to add the Property to the MU-TNG subzone as shown below.

Ordinance No. 12-13

Page 2

EXHIBIT: REGULATING PLAN



Page 25 On Table 3.2, "DEVELOPMENT STANDARDS AND BULK REGULATIONS TABLE" the proposed change is as follows:

Under the MU-TNG sub-heading, the line item "Area: Concept Plan (acres)" changes from 56.8 to 57.7 acres, and the line item "Maximum Area" changes from 59 acres to 60 acres, and the line item "Maximum residential units" changes from 248 units to 258 units.

Page 38 On Figure 3.13 "MU-TNG SUBZONE MAP" the proposed change is to add the Property to the subzone where the Property would be subject to all the constraints and restrictions of the zoning and the sub-zone.

Page 81 On Table 6.1, "LAND USE TABLE" the proposed changes include the following:

In the column heading "Maximum Residential Units" and the row heading "MU-TNG," the value changes from 248 units to 258 units; and in the row heading "Totals," the value changes from 2200 units to 2210 units.

SECTION 4

This Ordinance shall be cumulative of all provisions of ordinances of the Town of Flower Mound, Texas, as of the date of this Ordinance, except where the provisions of this Ordinance are in conflict with the provisions of such other ordinances, in which event the provisions of this Ordinance shall prevail and control. All exhibits, attachments, schedules, diagrams and drawings attached hereto are incorporated into and made a part of this Ordinance for all purposes.

Ordinance No. 12-13

Page 3

SECTION 5

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

SECTION 6

This Ordinance and the attachments hereto are not intended to be nor shall they be interpreted, applied or deemed to constitute or create one or more vested rights regarding the Property under Chapter 245 of the Texas Local Government Code. All requests for development of the Property shall comply with all applicable Town ordinances relative to the development of the Lakeside DFW Mixed Use Development and all applicable land development regulations, including those contained in Subpart B of the Code of Ordinances, all as amended. Nothing herein shall be deemed a waiver of any such requirements.

SECTION 7

Any person, firm or corporation who violates any provision of this Ordinance or of any final site plan adopted by the Planning and Zoning Commission and/or 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, or portion thereof, any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 8

This Ordinance shall take effect and be in full force from and after its passage and publication, as provided by the Revised Civil Statutes of the State of Texas and the Home Rule Charter of the Town of Flower Mound, Texas.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS BY A VOTE OF 5 TO 0, ON THIS THE 4th DAY OF MARCH, 2013.

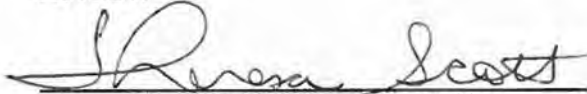
APPROVED:

Thomas E. Hayden
Thomas E. Hayden, MAYOR

Ordinance No. 12-13

Page 6

ATTEST:


Theresa Scott, TOWN SECRETARY

APPROVED AS TO FORM:


Terrence S. Welch, TOWN ATTORNEY

Ordinance No. 12-13

Page 6

EXHIBIT "A"
Legal Description**LEGAL DESCRIPTION**
0.889 ACRES

BEING a tract of land situated in the J. TANNAHILL SURVEY, ABSTRACT NO. 1252, Town of Flower Mound, Denton County, Texas and being all of that tract of land filed by Certificate of Death dated January 19, 2009 to Ronda Garner, and being more particularly described as follows:

BEGINNING at a 1 inch iron pipe found in the west line of Surrey Road, a variable width right-of-way for the common southeast corner of said Ronda Garner tract and most easterly northeast corner of that tract of land described as Tract 4 in Deed to Lakeside DFW, Ltd., as recorded in Document No. 2000R-0044768, Deed Records, Denton County, Texas;

THENCE North 89 degrees 59 minutes 36 seconds West, leaving said west line and with the common south line of said Ronda Garner tract and north line of said Tract 4, a distance of 300.25 feet to a 3/4 inch iron pipe found for the common southwest corner of said Ronda Garner tract and an interior ell corner of said Tract 4;

THENCE North 03 degrees 00 minutes 40 seconds West, leaving said common line and with the common west line of said Ronda Garner tract and east line of said Tract 4, a distance of 128.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found in the south line of that tract of land described in Deed to Town of Flower Mound, Texas, as recorded in Document No. 2004-14510, Deed Records, Denton County, Texas, for the common northwest corner of said Ronda Garner tract and most northerly northeast corner of said Tract 4;

THENCE North 89 degrees 56 minutes 17 seconds East, leaving said common line and with the common north line of said Ronda Garner tract and south line of said Town of Flower Mound, Texas tract, a distance of 305.09 feet to a point for corner in the west line of the above mentioned Surrey Drive for the common northeast corner of said Ronda Garner tract and southeast corner of said Town of Flower Mound, Texas tract;

THENCE South 00 degrees 50 minutes 43 seconds East, leaving said common line and with said west line, a distance of 128.20 feet to the **POINT OF BEGINNING** and containing 38,744 square feet or 0.889 acres of land, more or less.

TOWN OF FLOWER MOUND, TEXAS**ORDINANCE NO. 14-15**

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 63-12, THE LAKESIDE DFW MIXED USE DEVELOPMENT, AS AMENDED, THROUGH THE AMENDMENT OF EXHIBIT "B" ENTITLED "DEVELOPMENT STANDARDS" BY AMENDING SECTION 8, "SIGNAGE STANDARDS," TO CLARIFY AND PROVIDE ADDITIONAL SIGN REQUIREMENTS APPLICABLE TO SUBZONES MU-TMR(2), MUTMR(1), MU-C(1), MU-C(4), MU-N(1), MU-C(2), and MU-TEN(2) AS DEPICTED BELOW; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town of Flower Mound heretofore adopted the Land Development Regulations of the Town of Flower Mound, as amended, which Ordinance regulates and restricts the location and use of buildings, structures and land for trade, industry, residence and other purposes, and provides for the establishment of zoning districts of such number, shape and area as may be best suited to carry out these regulations; and,

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as approximately 156 acres in The Lakeside DFW Mixed Use Development have filed an application for a zoning amendment to amend the Lakeside DFW Mixed Use Development Zoning Ordinance No. 63-12 as amended; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on March 9, 2015, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on March 16, 2015, with respect to the proposed zoning amendment as described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Local Government Code, Chapter 78 of the Land Development Regulations, and all other laws dealing with notice, publication and procedural requirements for the approval of a Zoning Planned Development on the property; and,

WHEREAS, the Town Council finds that the zoning amendment as outlined herein is in the best interest of the Town of Flower Mound and will promote the health, safety and general welfare of the citizens of the Town of Flower Mound and the general public.

ORDINANCE NO. 14-15**Page 2**

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:

Subzones MU-TMR(2), MUTMR(1), MU-C(1), MU-C(4), MU-N(1), MU-C(2), and MU-TEN(2) within the Lakeside DFW Mixed Use Development

Exhibit "B" to Ordinance No. 63-12, as amended, which exhibit is entitled "Development Standards," is hereby amended by amending Section 8, "Signage Standards," as depicted in Exhibit "A" to this ordinance attached hereto and incorporated herein.

SECTION 2

The use of the property described above shall be subject to all restrictions, terms and conditions contained in Exhibit "A," attached hereto, as well as the applicable regulations contained in Ordinance No. 63-12, the Land Development Regulations, and all other applicable and pertinent ordinances of the Town of Flower Mound.

SECTION 3

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

SECTION 4

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

SECTION 5

Any person, firm, or corporation who violates any provision of this Ordinance as adopted by the Town Council of the Town of Flower Mound shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in

ORDINANCE NO. 14-15**Page 3**

Section 1-13 of the Code of Ordinances of the Town of Flower Mound. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 6

All rights and remedies of the Town of Flower Mound are expressly saved as to any and all violations of the provisions of the Land Development Regulations or any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 7

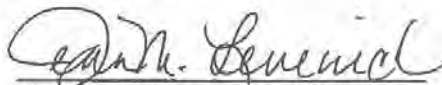
The Town Secretary of the Town of Flower Mound is hereby directed to publish the caption in the official newspaper of the Town of Flower Mound as required by Section 3.07 of the Charter of the Town of Flower Mound.

SECTION 8

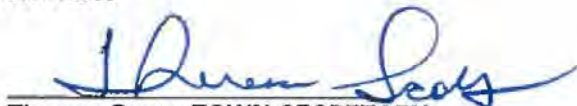
This Ordinance shall be in full force and effect from and after the date of its passage and publication as required by law, and it is so ordained.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF 5 TO 0, ON THIS THE 16th DAY OF March, 2015.

APPROVED:


Thomas E. Hayden, **MAYOR**

ATTEST:


Theresa Scott, **TOWN SECRETARY**

APPROVED AS TO FORM AND LEGALITY:


Bryn Meredith, **TOWN ATTORNEY**

ORDINANCE NO. 14-15**Page 4****Exhibit "A"****Lakeside DFW****Variations from Chapter 86 of the Flower Mound Code of Ordinances**

This set of regulations replaces Section 8 of the Lakeside DFW Development Code with respect to the following subzones only MU-TMR(2), MU-TMR(1), MU-C(1), MU-C(4), MU-N(1), MU-C(2), and MU-TEN(2). Section 8 of the Code, as adopted on November 19, 2012, will remain in effect for the zones not referenced above. Except for restaurants over 3500 square feet, each building tenant is limited to no more than four of the following sign types per tenant elevation: Wall Signs, Projecting Wall Signs, Business Blade Signs, Window Signs, or Awning Signs.

Sec. 86**Sec. 86.63**

Directional signs may be placed by the Lakeside Owners Association in the public right-of-way mounted on the ground or on a light pole or street sign. An example of an approved directional sign in public right-of-way is attached on Exhibit A.

Sec. 86-67 - Ground Signs

- (6) All ground signs shall be set back at least 5 feet from any public street right-of-way line.
- (7) A maximum of two tenants may be identified per ground sign.
- (8) Ground signs shall be located at least 75' apart and at least 10 feet from the property lines of any other lot.
- (11) Ground signs may display any business located within Lakeside DFW even if the business is located on a different lot than the ground sign.
- (15) An example of an approved ground sign for Lakeside DFW is attached on Exhibit B.
- (16) There shall be no more than three ground signs on Lot 1, Block C, Lakeside DFW; no more than two ground signs on Lot 1, Block B, Lakeside DFW; no more than two ground signs on Lot 2, Block A, Moviehouse Addition; no more than one ground sign per street frontage on Lot 1, Block A Moviehouse Addition; and no more than three ground signs along the frontage of FM 2499 and no more than two ground signs along the frontage of Lakeside Parkway on Subzone MU-TMR (2); all other lots shall be limited in quantity per Chapter 86 of the Town of Flower Mound code.

Sec. 86-68 - Wall Signs

- (a)(5) Tenants may have wall signs on each of their exterior elevations per the table in subsection 6. Each wall sign shall be measured separately for maximum width and height measurements for the signs on that particular elevation.
- (b)(4)(d) One Building Identification Sign shall be allowed per building per street frontage.
- (b)(4)(g) Use of a Building Identification Sign shall not require a reduction of the permitted tenant signs.
- (b)(6) *Projecting Wall Signs*

ORDINANCE NO. 14-15**Page 5**

a. A projecting business wall sign is mounted to the building perpendicular to the building and may project a maximum of 6 feet over a public sidewalk, but shall not project over any parking or travel lane, and must have 10 feet of clearance above the sidewalk.

b. May have a maximum height of 15 feet, maximum width of five feet.

c. May be allowed in addition to any other permitted signs, with the exception of e. below.

d. An example of an approved projecting business wall sign is shown on Exhibit C.

e. May only be used on an exterior elevation in lieu of a surface wall sign, unless applicant is a restaurant containing 3,500 square feet or more, in which case, may be used in addition to a surface wall sign.

(b)(7) Projecting Building Identification Wall Signs

a. A projecting building identification wall sign is mounted to the building perpendicular to the building and may project a maximum of 6 feet over a public sidewalk, but shall not project over any parking or travel lane, and must have 10 feet of clearance above the sidewalk.

b. The maximum sign height is 15 feet and the maximum area per side is 60 square feet.

c. A projecting building identification wall sign would be in lieu of a building identification wall sign.

d. An example of an approved projecting building identification sign is shown on attached Exhibit D.

e. No more than one projecting building identification wall sign shall be permitted per building.

(b)(8) Business Blade Signs

a. In addition to other signage allowed per this section, Businesses may have one blade sign per exterior elevation not to exceed 15 square feet per sign. These signs are installed perpendicular to the building to show the name of the business to pedestrian traffic. Blade signs may project a maximum of 5 feet over a public sidewalk, but shall not project over any parking or travel lane, and must have a minimum of 8 feet of clearance above the sidewalk.

b. An example of an approved business blade sign is shown on attached Exhibit E.

(b)(9) Marquee Signs

a. A marquee sign is a major sign affixed to a building, projecting from the building wall, identifying a building, a project, or a tenant, and serves as a landmark to the development.

b. Permissible for movie theaters, auditoriums, entertainment clubs, any assembly venue of at least 100 persons, or the name of a development.

c. May have a maximum height of 25 feet, maximum width of six feet.

d. No more than four marquee signs may be allowed within Lakeside DFW and may only be permitted in the areas identified on Exhibit F.

e. May project a maximum of 7 feet over a public sidewalk, but shall not project over any parking or travel lane, and must have a minimum of 10 feet of clearance above the sidewalk.

g. Message boards on a marquee sign for the movie theater only may contain a changeable message, both electronic and changeable panel.

h. An example of an approved marquee sign is shown on the attached Exhibit G.

i. May not advertise more than one of the permissible uses outlined in b. above on each sign.

(b)(10) Entrance Marquee Sign

a. One of the four marquee signs authorized pursuant to paragraph (b)(9), hereof, may be an entrance marquee sign.

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Page 6

b. The entrance marquee sign shall comply with the all regulations set forth in paragraph (b)(9) pertaining to marquee signs; provided, however, that the entrance monument sign may have a maximum height of 30 feet.

Sec. 86-69 – Window Signs

(1) Window signs shall be limited to a maximum of 25 percent of window area.

Sec. 86-70 – Awning or canopy signs

Awning or canopy signs may be used in addition to other signs permitted by Chapter 86, subject to the following:

(2) Business logos/text are permitted to be applied to the sloped portion or front valance of the canopies/awnings and may appear on more than one awning.

(9) The total sign area for an awning or canopy sign shall not exceed the maximum allowance as outlined in section 86-68. The area of awning or canopy signs will not be deducted from the area allowed for other permitted signs.

(11) Any typeface for awning or canopy signs shall be allowed.

(12) Permits for awning signage will be issued as one sign permit per business, whether they are applying for signage on one or multiple awnings.

Sec. 86-73 - Temporary commercial signs

(8) *Coming Soon or now open signs.*

a. One sign shall be permitted per building elevation for each business. If the business has 30' or more of lineal building elevation, then two signs shall be permitted on that elevation.

g. Such sign(s) shall be allowed for a maximum period of 60 days, after which it must be removed.

i. Permits for coming soon and/or now open signs, respectively, will be issued as one sign permit per business, whether they are applying for one or multiple signs.

(14) *Sandwich board / A-frame signs*

Sandwich board signs shall be permitted for retail uses. No permit is required, but the signs must comply with the following:

a. The maximum size for a sandwich board sign shall be three and one-half feet (3.5') in height by two and one-half feet (2.5') in width.

b. A sandwich board sign shall be located near the entrance to business that it advertises and must not impede pedestrian traffic.

c. Sandwich board signs must be professionally made, be constructed of durable materials and be sufficiently weighted to prevent movement by wind or other elements.

d. Sandwich board signs cannot be permanently attached to any object or the ground.

e. All sandwich board signs must be moved indoors during times of heavy rain or high winds and after business hours.

f. A sandwich board sign must be uncluttered, with a minimum of text. Logos and graphics are encouraged.

g. An example of an approved sandwich board/A-frame sign is attached on Exhibit H.

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Page 7

Exhibit A

Example of an Approved Directional Sign in Public Right-of-Way

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Page 8

Exhibit B

Example of an Approved Ground Sign



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Exhibit C
Example of an Approved Projecting Business Wall Sign

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Exhibit D
Example of an Approved Projecting Building Identification Sign



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Page 11

Exhibit E

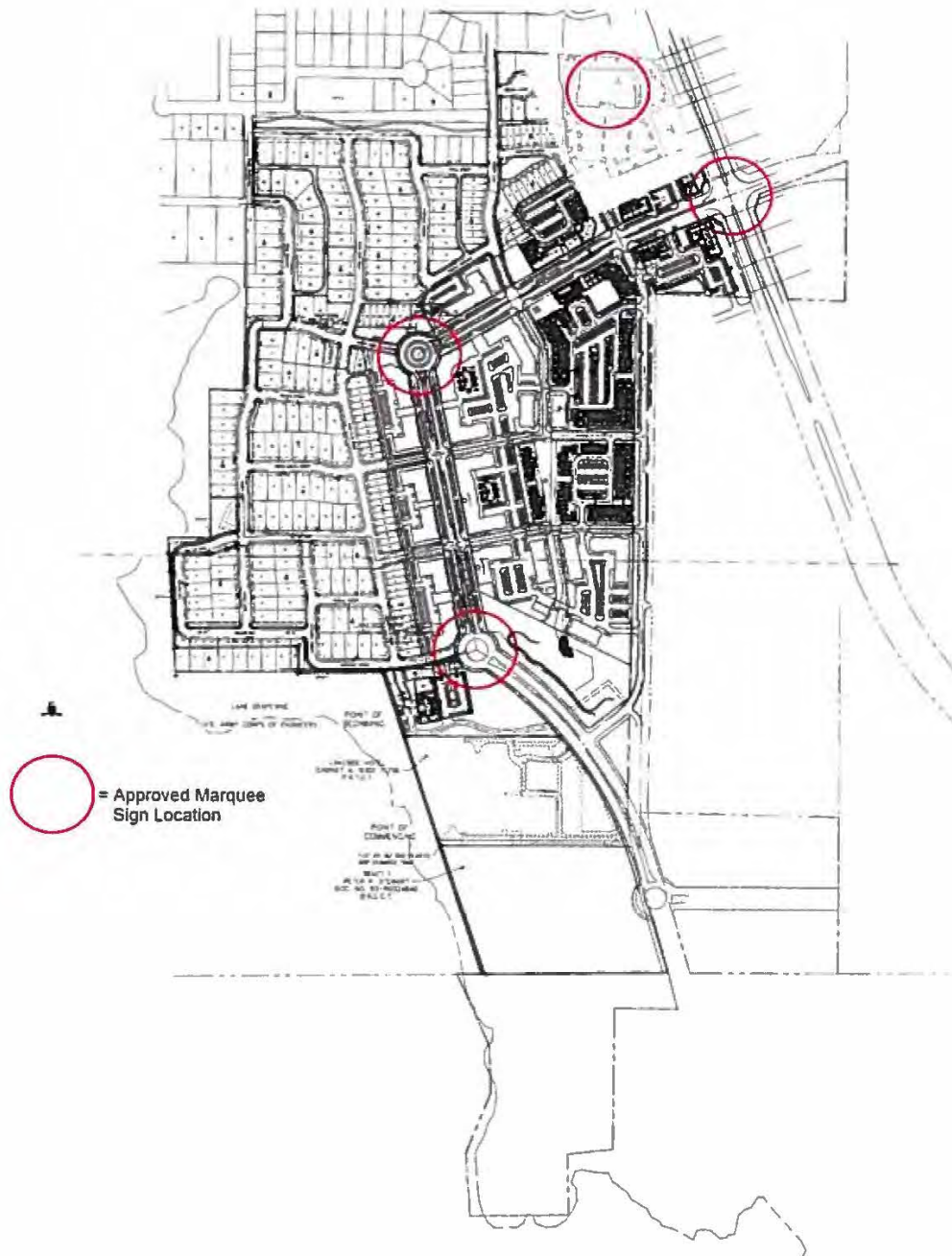
Example of an Approved Business Blade Sign



ORDINANCE NO. 14-15

Page 12

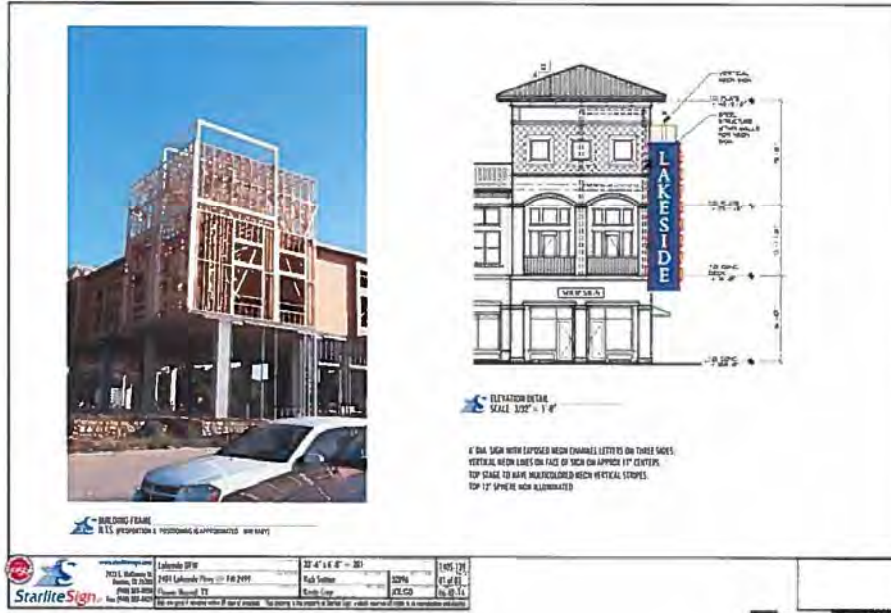
Exhibit F
Approved Marquee Sign Locations



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Exhibit G
Example of an Approved Marquee Sign

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Page 14

Exhibit H
Example of an Approved Sandwich Board / A-Frame Sign



TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. 58-15

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 63-12, THE LAKESIDE DFW MIXED USE DEVELOPMENT, AS AMENDED, THROUGH THE AMENDMENT OF EXHIBIT "B" ENTITLED "DEVELOPMENT STANDARDS" BY AMENDING SECTION 3, TABLE 3.1, "PERMITTED USE TABLE," TO ADD A NEW USE TITLED "TEMPORARY SALES TRAILER," APPLICABLE ONLY TO SUBZONE MU-TEN(2) AND SUBJECT TO CERTAIN CONDITIONS INCORPORATED HEREIN; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town of Flower Mound heretofore adopted the Land Development Regulations of the Town of Flower Mound, as amended, which Ordinance regulates and restricts the location and use of buildings, structures and land for trade, industry, residence and other purposes, and provides for the establishment of zoning districts of such number, shape and area as may be best suited to carry out these regulations; and,

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as Subzone MU-TEN(2) within The Lakeside DFW Mixed Use Development have filed an application for a zoning amendment to amend the Lakeside DFW Mixed Use Development Zoning Ordinance No. 63-12 as amended; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on September 28, 2015, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on October 5, 2015, with respect to the proposed zoning amendment as described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Local Government Code, Chapter 78 of the Land Development Regulations, and all other laws dealing with notice, publication and procedural requirements for the approval of a zoning amendment on the property; and,

WHEREAS, the Town Council finds that the zoning amendment as outlined herein is in the best interest of the Town of Flower Mound and will promote the health, safety and general welfare of the citizens of the Town of Flower Mound and the general public.

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

ORDINANCE NO. 58-15**Page 2****SECTION 1**

The Land Development Regulations of the Town of Flower Mound, Texas, as amended, are hereby amended on the hereinafter described property and area as shown below:

Subzone MU-TEN(2) within the Lakeside DFW Mixed Use Development

Exhibit "B" to Ordinance No. 63-12, as amended, which exhibit is entitled "Development Standards," is hereby amended by amending Section 3, Table 3.1, "Permitted Use Table," to add a new use titled "Temporary sales trailer," applicable only to Subzone MU-TEN(2) and subject to the following conditions incorporated herein:

1. Permitted time: Twelve months from issuance of permit for the trailer. One eighteen-month extension request may be approved administratively by the Town's Executive Director of Development Services upon issuance of a building permit for the condo tower.
2. Size: Not to exceed 12 feet wide by 56 feet long
3. Set-back: Minimum five feet from property line
4. Access: Temporary three-foot-wide sidewalk from curb
5. Parking: Street parking on Edgemere Road
6. Exterior :
 - a. Skirted to conceal undercarriage
 - b. ADA compliant ramp
 - c. Landscaped with outdoor planters and flower pots.

SECTION 2

The use of the property described above shall be subject to these restrictions, terms and conditions, as well as the applicable regulations contained in Ordinance No. 63-12, the Land Development Regulations, and all other applicable and pertinent ordinances of the Town of Flower Mound.

SECTION 3

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

SECTION 4

It is hereby declared to be the intention of the Town Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase of this Ordinance shall be declared

ORDINANCE NO. 58-15

Page 3

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

SECTION 5

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

SECTION 6

All rights and remedies of the Town of Flower Mound are expressly saved as to any and all violations of the provisions of the Land Development Regulations or any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 7

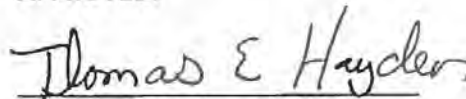
The Town Secretary of the Town of Flower Mound is hereby directed to publish the caption in the official newspaper of the Town of Flower Mound as required by Section 3.07 of the Charter of the Town of Flower Mound.

SECTION 8

This Ordinance shall be in full force and effect from and after the date of its passage and publication as required by law, and it is so ordained.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF 5 TO 0, ON THIS THE 5 DAY OF OCTOBER, 2015.

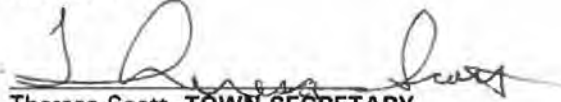
APPROVED:


Thomas E. Hayden, MAYOR

ORDINANCE NO. 58-15

Page 4

ATTEST:


Theresa Scott, TOWN SECRETARY

APPROVED AS TO FORM AND LEGALITY:


Bryn Meredith, TOWN ATTORNEY

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. 03-17

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 63-12, THE LAKESIDE DFW MIXED USE DEVELOPMENT, AS AMENDED, THROUGH THE AMENDMENT OF EXHIBIT "B," "DEVELOPMENT STANDARDS," BY AMENDING SECTION 7, "ARCHITECTURE AND BUILDING STANDARDS," TO AMEND PROVISION 7.1.B, "MATERIALS," TO ALLOW EIFS AS AN UNRESTRICTED MATERIAL APPLICABLE ONLY TO THE LAKESIDE TOWER DEVELOPMENT WITHIN SUBZONE MU-TEN(2); AND BY AMENDING SECTION 8, "SIGNAGE STANDARDS," TO ALLOW ILLUMINATED SIGNS ON CONSTRUCTION CRANES LOCATED WITHIN THE MU-TEN(1), MU-TEN(2) AND MU-C(3) SUBZONES, AND TO AMEND THE MAXIMUM WIDTH AND HEIGHT MEASUREMENTS OF THE WALL SIGNS APPLICABLE ONLY TO BUILDINGS LOCATED WITHIN THE MU-TMR(1), MU-TMR(2), MU-C(1), MU-C(2), MU-C(3), MU-C(4), MU-TEN(1) AND MU-TEN(2) SUBZONES IN ACCORDANCE WITH SPECIFIC REQUIREMENTS STATED HEREIN AND EXHIBITS ATTACHED HERETO; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town of Flower Mound heretofore adopted the Land Development Regulations of the Town of Flower Mound, as amended, which Ordinance regulates and restricts the location and use of buildings, structures and land for trade, industry, residence and other purposes, and provides for the establishment of zoning districts of such number, shape and area as may be best suited to carry out these regulations; and,

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as approximately 156 acres of land being all of the Lakeside DFW Mixed Use Development have filed an application for a zoning amendment to amend the Lakeside DFW Mixed Use Development Zoning Ordinance No. 63-12 as amended; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on February 13, 2017, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on February 20, 2017, with respect to the proposed zoning amendment as described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Local Government Code, Chapter 78 of the Land Development Regulations, and all other laws dealing with notice, publication and procedural requirements for the approval of a zoning amendment on the property; and,

WHEREAS, the Town Council finds that the zoning amendment as outlined herein is in the best interest of the Town of Flower Mound and will promote the health, safety and general welfare of the citizens of the Town of Flower Mound and the general public.

ORDINANCE NO. 03-17**Page 2**

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:

156 acres of land being all of the Lakeside DFW Mixed Use Development.

Exhibit "B" to Ordinance No. 63-12, as amended, which exhibit is entitled "Development Standards," is hereby amended by amending Section 7, "Architecture and Building Standards," to modify provision 7.1.B, "Materials," to allow EIFS as an Unrestricted Material applicable only to the Lakeside Tower development within Subzone MU-TEN(2), as depicted in Exhibit "A" to this ordinance attached hereto and incorporated herein.

Exhibit "B" to Ordinance No. 63-12, as amended, which exhibit is entitled "Development Standards," is hereby amended by amending Section 8, "Signage Standards," to allow illuminated signs on construction cranes located within the MU-TEN(1), MU-TEN(2) and MU-C(3) Subzones, as depicted in Exhibit "A" to this ordinance attached hereto and incorporated herein.

Exhibit "B" to Ordinance No. 63-12, as amended, which exhibit is entitled "Development Standards," is hereby amended by amending Section 8, "Signage Standards," to amend the maximum width and height measurements of the wall signs applicable only to buildings located within the MU-TMR(1), MU-TMR(2), MU-C(1), MU-C(2), MU-C(3), MU-C(4), MU-TEN(1) AND MU-TEN(2) Subzones, as depicted in Exhibit "A" to this ordinance attached hereto and incorporated herein.

SECTION 2

The use of the property described above shall be subject to all restrictions, terms and conditions contained in Exhibit "A," attached hereto, as well as the applicable regulations contained in Ordinance No. 63-12, the Land Development Regulations, and all other applicable and pertinent ordinances of the Town of Flower Mound.

SECTION 3

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

SECTION 4

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

ORDINANCE NO. 03-17**Page 3**

Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause or phrase.

SECTION 5

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

SECTION 6

All rights and remedies of the Town of Flower Mound are expressly saved as to any and all violations of the provisions of the Land Development Regulations or any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 7

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

SECTION 8

This Ordinance shall be in full force and effect from and after the date of its passage and publication as required by law, and it is so ordained.

CRANE SIGN: DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF 3 TO 2, ON THIS THE 20TH DAY OF FEBRUARY, 2017.

EIFS BUILDING MATERIAL: DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF 5 TO 0, ON THIS THE 20TH DAY OF FEBRUARY, 2017.

WALL SIGN: DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF 5 TO 0, ON THIS THE 20TH DAY OF FEBRUARY, 2017.

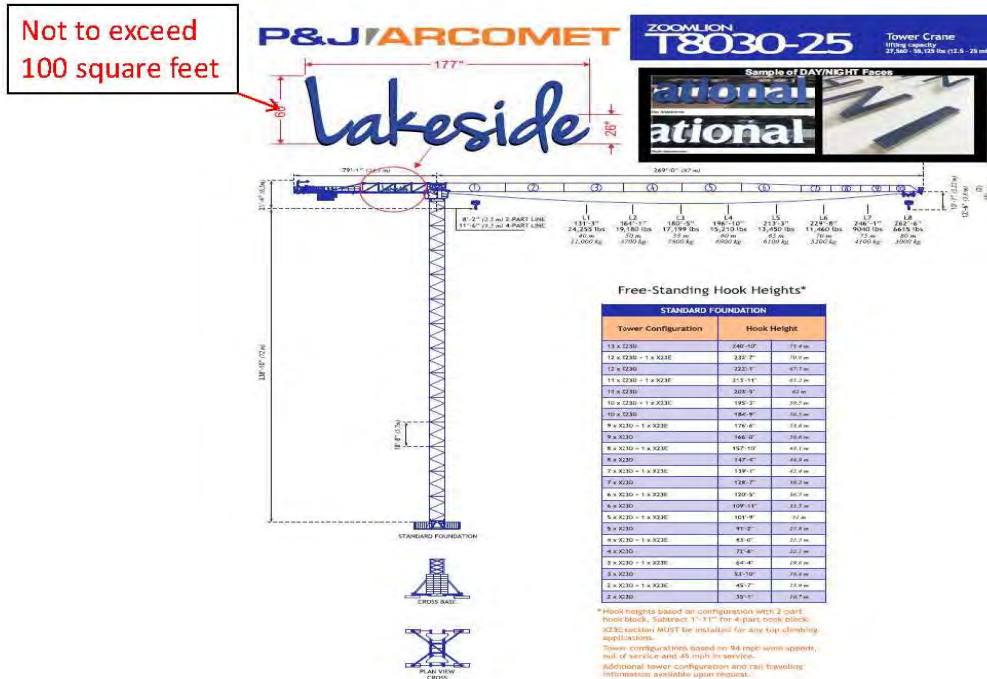
APPROVED:


 Thomas E. Hayden, **MAYOR**
ATTEST:

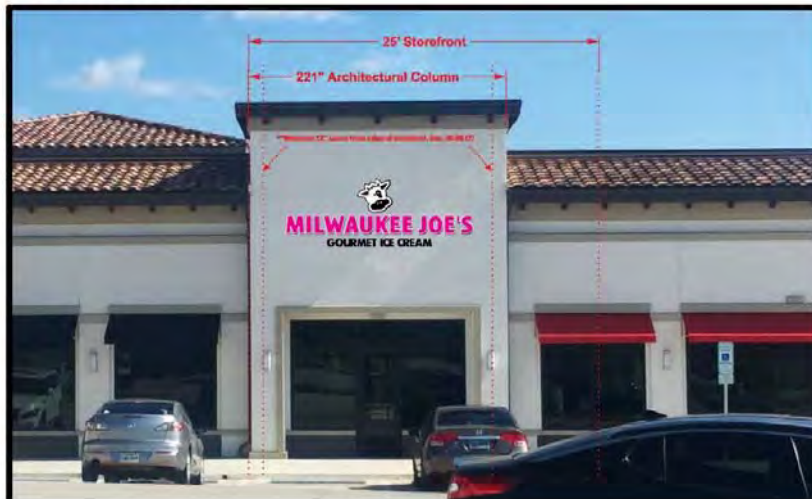

 Theresa Scott, **TOWN SECRETARY**

See the following subzone development standards for specific development rules, restrictions and constraints on development with each subzone.

Exhibit B – Crane Sign



Proposed Configuration



Lakeside DFW Development Code

Section 6 Parking Standards

Section 6.1 Location and design of off-street parking.

...

- I. Section 82-75 of the Code of Ordinances addressing Off-site parking shall not apply to Subzones MU-TEN and MU-C(3). However, all required off-street parking spaces must be located within 1500' of the use they are serving, unless provided through an Off-site Parking Facility that has a valet service located within 1500' of the use.

...

Section 6.5 Interim Parking.

- A. The following regulations related to Interim Parking apply only to Subzones MU-TEN and MU-C(3). The Concept Plan for Subzones MU-TEN and MU-C(3) of the Lakeside DFW Mixed Use Zoning District anticipates that the majority of the parking spaces shall be accommodated through on-street parking and structured parking garages. To facilitate the phased development over time, some surface parking in the form of Interim and/or Off-site Parking Facilities will be needed in areas planned for other uses until the structured parking garages are completed. The following standards shall apply to Interim or Off-site Parking Facilities.
 1. Interim Parking Facility: An Interim Parking Facility shall mean one or more parking lots, not to exceed 450 spaces in total, located on land within Subzones MU-TEN or MU-C(3) of the Lakeside DFW Mixed Use Zoning District that is planned for other uses, and which, at some unspecified time in the future, will be demolished to allow for the development of the planned land use(s).
 2. Off-site Parking Facility: An Off-site Parking Facility shall mean a parking facility outside of Subzones MU-TEN and MU-C(3) of the Lakeside DFW Mixed Use Zoning District that is accessed through a valet service located within Subzone MU-TEN or MU-C(3).
 3. Development within Subzone MU-TEN of the Lakeside DFW Mixed Use Zoning District may employ either an Interim Parking Facility or an Off-site Parking Facility to meet the parking demand of the planned development within Subzone MU-TEN.
 4. An Interim Parking Facility shall comply with Section 6, except it shall not be required to comply with sections:
 1. Section 6.1.A: parking frontage on Type A and Type B streets
 2. Section 6.1.C: parking adjacent to intersections
 3. Figure 6.2: parking within 60' of an intersection
 5. All applicable development standards shall apply to any new construction of an Off-site Parking Facility.
 6. Approval of an Interim Parking Facility: The applicant shall submit a Site Plan application for an Interim Parking Facility that shall also include the plan for the future transition of the Interim Parking Facility. The transition plan shall include a conceptual plan of the future relocated parking spaces, the approximate area(s) for the future parking, and the approximate number of spaces being displaced.
 7. Removal of Interim Parking: To remove or demolish all or part of an Interim Parking Facility, the Applicant shall submit a site plan application for the relocation of the displaced parking spaces. The parking plan may include another Interim Parking Facility, an Off-site Parking Facility, or a permanent parking lot or garage complying with Section 6 herein.

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 09-18, WHICH AMENDED MIXED USE DISTRICT-1 (MU-1), ALSO KNOWN AS THE LAKESIDE DFW MIXED USE DEVELOPMENT; BY AMENDING EXHIBIT B TO INCORPORATE CERTAIN DEVELOPMENT STANDARDS RELATED TO PARKING FACILITIES APPLICABLE ONLY TO SUBZONES MU-TEN AND MU-C(3) TO ALLOW FOR THE PHASING IN OF PARKING INFRASTRUCTURE; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town of Flower Mound heretofore adopted the Land Development Regulations of the Town of Flower Mound, as amended, which Ordinance regulates and restricts the location and use of buildings, structures and land for trade, industry, residence and other purposes, and provides for the establishment of zoning districts of such number, shape and area as may be best suited to carry out these regulations; and,

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as Subzones MU-TEN and MU-C(3) within the Lakeside DFW Mixed use Development have filed an application for a zoning amendment to amend Mixed Use District-1 (MU-1); and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on January 13, 2020, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on February 3, 2020, with respect to the proposed zoning amendment described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Local Government Code, Chapter 78 of the Land Development Regulations, and all other laws dealing with notice, publication and procedural requirements for the approval of a Zoning Planned Development amendment on the property;

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

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:

Exhibit "B" to Ordinance No. 09-18, entitled "Lakeside DFW Development Code," is hereby amended in part by adding Section 6.11. entitled, "Location and design of off-street parking." and adding Section 6.5 entitled, "Interim Parking." To Section 6 Parking Standards, to allow for off-site parking facilities to be constructed on an interim basis, as

a means for phasing in long-term parking structure facilities, as more fully described below. These sections shall read as follows:

Section 6.1 Location and design of off-street parking.

...

- I. Section 82-75 of the Code of Ordinances addressing Off-site parking shall not apply to Subzones MU-TEN and MU-C(3). However, all required off-street parking spaces must be located within 1500' of the use they are serving, unless provided through an Off-site Parking Facility that has a valet service located within 1500' of the use.

...

Section 6.5 Interim Parking.

- A. The following regulations related to Interim Parking apply only to Subzones MU-TEN and MU-C(3). The Concept Plan for Subzones MU-TEN and MU-C(3) of the Lakeside DFW Mixed Use Zoning District anticipates that the majority of the parking spaces shall be accommodated through on-street parking and structured parking garages. To facilitate the phased development over time, some surface parking in the form of Interim and/or Off-site Parking Facilities will be needed in areas planned for other uses until the structured parking garages are completed. The following standards shall apply to Interim or Off-site Parking Facilities.
 1. Interim Parking Facility: An Interim Parking Facility shall mean one or more parking lots, not to exceed 450 spaces in total, located on land within Subzones MU-TEN or MU-C(3) of the Lakeside DFW Mixed Use Zoning District that is planned for other uses, and which, at some unspecified time in the future, will be demolished to allow for the development of the planned land use(s).
 2. Off-site Parking Facility: An Off-site Parking Facility shall mean a parking facility outside of Subzones MU-TEN and MU-C(3) of the Lakeside DFW Mixed Use Zoning District that is accessed through a valet service located within Subzone MU-TEN or MU-C(3).
 3. Development within Subzone MU-TEN of the Lakeside DFW Mixed Use Zoning District may employ either an Interim Parking Facility or an Off-site Parking Facility to meet the parking demand of the planned development within Subzone MU-TEN.
 4. An Interim Parking Facility shall comply with Section 6, except it shall not be required to comply with sections:
 1. Section 6.1.A: parking frontage on Type A and Type B streets
 2. Section 6.1.C: parking adjacent to intersections
 3. Figure 6.2: parking within 60' of an intersection
 5. All applicable development standards shall apply to any new construction of an Off-site Parking Facility.
 6. Approval of an Interim Parking Facility: The applicant shall submit a Site Plan application for an Interim Parking Facility that shall also include the plan for the future transition of the Interim Parking Facility. The transition plan shall include a conceptual plan of the future relocated parking spaces, the approximate area(s) for the future parking, and the approximate number of spaces being displaced.
 7. Removal of Interim Parking: To remove or demolish all or part of an Interim Parking Facility, the Applicant shall submit a site plan application for the relocation of the displaced parking spaces. The parking plan may include another Interim Parking Facility, an Off-site Parking Facility, or a permanent parking lot or garage complying with Section 6 herein.

ORDINANCE NO. _____**Page 3**

8. The land use right to construct and use interim parking facilities and all other rights and entitlements established by this Ordinance No.____, shall fully and finally cease and terminate on February 3, 2023. The rights and entitlements established herein are temporary and not perpetual; therefore, nothing in this ordinance is intended to establish vested or legally non-conforming use rights or privileges beyond February 3, 2023. The use by any person of any interim parking facility beyond February 3, 2023, shall constitute a violation of this ordinance, in accordance with Section 1-13 of the Code of Ordinances for the Town of Flower Mound, hereof, unless an extension is granted by Town Council after recommendation from the Planning and Zoning Commission.

SECTION 2

The use of the property described above shall be subject to all restrictions, terms and conditions contained herein, as well as the applicable regulations contained in Ordinance No. 09-18, the Lakeside DFW Development Code; the Land Development Regulations; and all other applicable and pertinent ordinances of the Town of Flower Mound.

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

All rights and remedies of the Town of Flower Mound are expressly saved as to any and 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

ORDINANCE NO. _____**Page 4**

prosecuted until final disposition by the courts.

SECTION 7

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

SECTION 8

This Ordinance shall take effect and be in full force from and after the date of its passage and publication as required by law, and it is so ordained.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 3RD DAY OF FEBRUARY, 2020.

APPROVED:

Steve Dixon, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**



TOWN COUNCIL AGENDA ITEM NO. 22

REGULAR ITEM

DATE: February 3, 2020

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. *(The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its January 13, 2020, meeting.)***

SUMMARY DATA:

- On January 7, 2019, Town Council requested a legal opinion from the Town’s attorney regarding regulation of short-term rentals, which was provided on January 25, 2019.
- There were three bills introduced during the 2019 legislative session that would have impacted municipalities’ ability to regulate short-term rentals. However, none of these were passed.
- On September 9, 2019, staff presented suggested language to address short-term rentals to the Planning and Zoning Commission (P&Z) during a work session.
- On October 14, 2019, P&Z held a public hearing on short-term rentals and tabled this item, pending additional guidance and/or information.
- On November 4, 2019, Town Council met with the Town’s attorney to discuss the items brought up at the October P&Z meeting.
- On November 27, 2019, the Texas Court of Appeal, Third District, at Austin, filed an opinion in relation to the City of Austin’s Short-Term Rental ordinance.
- On December 16, 2019, the Town’s Attorney briefed Council in closed session on the impacts of this opinion.
- On January 13, 2020, P&Z was also briefed on the impacts of this opinion in closed session and then held another public hearing on short-term rentals.

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

P&Z recommended the following amendments to the ordinance:

- Incorporate a minimum stay of 48 hours for tenants;
- Restrict the use of properties for the purpose of housing sex offenders, operating a sober house, selling illegal drugs, selling alcohol, or operating as a sexually oriented business, using the standard language from other cities’ short-term rental ordinances;
- Require the Town be endorsed as an “additional insured” to the subject properties’ insurance policy and that the policy be endorsed to provide the Town a minimum 30-day notice of cancellation, non-renewal and/or material change in policy terms or coverage;
- Limit SUP applications to primary residences; and
- Increase enforcement response to include the issuance of citations against the property owner for all violations of the short-term rental ordinance.

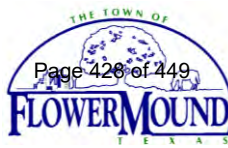
The attached ordinance reflects the change recommended by P&Z.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report
2. Draft Ordinance

LEGAL REVIEW: Bryn Meredith, 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: January 13, 2020

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

On October 14, 2019, the Planning and Zoning Commission (P&Z) tabled this item ([video link](#)), pending guidance from Town 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. Council had a closed session discussion on November 4, 2019, with the Town's attorney to discuss the issues that were brought up during the October P&Z meeting. Some Councilmembers indicated a preference during the closed session for defining short-term rentals, but holding off on identifying locations where it would be appropriate, pending further direction from the legislature or the court system. On November 27, 2019, the Texas Court of Appeals, Third District, at Austin, filed an opinion reversing some of the previous findings of the district court in relation to the City of Austin's Short-Term Rental Ordinance and regulations. The Town Council staff report summarizing the issues discussed on November 4, 2019, is included as attachment A2. A memo highlighting staff's understanding of the enforcement challenges related to short-term rentals and the opportunities to address them was also provided under separate cover.

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 February 3, 2020.

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
2. Town Council Staff Report – November 4, 2019

B. Application Details

1. Draft Redline Ordinance

Benchmark City Comparison – Short-Term Rentals

	<i>Located in Residential Zoning Districts</i>	<i>Occupancy / Length Restrictions</i>	<i>Requires Life Safety Inspection</i>	<i>1 year SUP or Permit Required</i>	<i>Additional Requirements</i>
Allen	N/A	N/A	N/A	N/A	N/A
Carrollton	N/A	N/A	N/A	N/A	N/A
Colleyville	N/A	N/A	N/A	N/A	N/A
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	Yes, and Mixed Use Neighborhood district	Yes, No more than 2 adults per bedroom plus no more than 2 additional adults; Maximum of 10 people. Less than 30 consecutive days.	Must meet minimum property standards, reserve right to inspect	Yes, registration valid for 1 year	Yes, addressed in 5.3.5T. of the updated development code
Frisco	N/A	N/A	N/A	N/A	N/A
Grapevine	No	No	No	No	Yes, Prohibits all *STRs (Article VI. – Single Family Dwelling Transient Rentals)
Highland Village	N/A	N/A	N/A	N/A	N/A
Keller	N/A	N/A	N/A	N/A	N/A
Lewisville	N/A	N/A	N/A	N/A	N/A
McKinney	N/A	N/A	N/A	N/A	N/A
North Richland Hills	N/A	N/A	N/A	N/A	N/A
Richardson	N/A	N/A	N/A	N/A	N/A
Southlake	No	No	No	No	Yes, Prohibits all STRs (Article VI. Short-Term Rental)

*STR = Short-Term Rental

Other City Comparison – Short-Term Rentals

	<i>Located in Residential Zoning Districts</i>	<i>Occupancy / Length Restrictions</i>	<i>Requires Life Safety Inspection</i>	<i>1 year SUP or Permit Required</i>	<i>Additional Requirements</i>
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



TOWN COUNCIL AGENDA ITEM NO. 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

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).

Short-term Rental (SUP) Drafted Ordinance

- 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.

Short-term Rental (SUP) Drafted Ordinance

- 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.

Short-term Rental (SUP) Drafted Ordinance

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	S F E	SF -5	SF 30	SF 15	SF 10	S F A	2 F	M F	M H	O	R 1	R 2	C 1	C 2	C C	C I	I 1	I 2	W R	R E C	P D	C B D
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

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

AN ORDINANCE OF TOWN COUNCIL THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 98, "ZONING" OF THE TOWN'S CODE OF ORDINANCES, THE COMPREHENSIVE ZONING ORDINANCE OF THE TOWN, TO CREATE A DEFINITION AND DEFINE THE STANDARDS AND REVIEW PROCESS FOR SHORT-TERM RENTALS; AMENDING APPENDIX A, "FEE SCHEDULE", PROVIDING A FEE OF \$100.00 FOR A SHORT-TERM RENTAL INSPECTION; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town of Flower Mound previously adopted Chapter 98, Zoning, of Subpart B, Land Development Regulations, of the Town of Flower Mound Code of Ordinances, as amended, establishing regulations for zoning and uses of land and development of real property within the Town; and,

WHEREAS, the Town Council finds and determines that regulations related to short-term rental uses should be adopted to define short-term rentals, establish standards for operation and appropriate review processes applicable to such uses, and establish a commensurate inspection fee amount; and,

WHEREAS, the purpose of the regulations set forth herein is to provide a procedure to allow the rental of private residences to visitors on a short term basis, while ensuring that such rental use does not create adverse impacts to residential neighborhoods due to excessive traffic, noise, and density and, additionally, to ensure that the number of occupants within such rental units do not exceed the design capacity of the structure to cause health and safety concerns, and that minimum health and safety standards are maintained in such units to protect visitors from unsafe or unsanitary conditions; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on January 13, 2020, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on February 3, 2020, with respect to the amendments described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Texas Local Government Code, Chapter 78 of the Town's Land Development Regulations, and all other laws dealing with notice, publication and procedural requirements for the approval of a Land Development Regulations Amendment; and,

WHEREAS, the Town Council finds that the amendment to Chapter 98 as outlined

herein is in the best interest of the Town of Flower Mound and will promote the health, safety, and general welfare of the citizens of the Town of Flower Mound and the general public.

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

SECTION 1

That Section 98-2, "Definitions," of Article I, "In General," of Chapter 98 of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to add a definition of "*Short-Term Rentals*" to be inserted alphabetically to read as follows:

"Sec. 98-2. – Definitions

Short-Term Rental means the rental for compensation of a property owner's primary residence 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 forty-eight (48) hours and not more than thirty (30) days. A Short-Term Rental shall not include a hotel, motel, extended stay hotel/motel, or multi-family dwelling.

***"

SECTION 2

That Section 98-1005, "Short-Term Rental," of Subdivision III, "Special Use Conditions," of Division 2, "Uses," of Article IV, "Supplementary District Regulations," of Chapter 98 of the Code of Ordinances, Town of Flower Mound, Texas, is hereby added to read as follows:

Sec. 98-1005. – Short-Term Rental

(a) *The operation of a short-term rental shall require the approval of a Specific Use Permit (SUP) by Town Council, as indicated in Section 98-952 of this Code. Each approved short-term rental shall be subject to the following criteria:*

- (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 forty-eight (48) hours or more than thirty (30) days.
- (2) *Occupancy.* The maximum number of persons permitted to stay in a short-term rental is limited to two (2) adults per bedroom, plus two (2) additional adults, while not exceeding a total of twelve (12) persons in the cumulative.
- (3) *Parking restrictions.* Parking shall be restricted to the maximum number of automobiles that may be accommodated within the garage and driveway of the subject property.
- (4) *Life Safety.*
 - a. The *short-term rental* must be equipped with:

- i. Working smoke detectors, with a minimum of one on each floor level and one in each room used as a bedroom, as well as a minimum of one working carbon monoxide detector.
 - ii. A minimum of one 2A:10B:C type fire extinguisher (a standard five-pound extinguisher) 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 room 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. Any 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*. Each short-term rental owner and 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. (pursuant to Section 34-181) including, but not limited to, the following outside areas: 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 (pursuant to Section 34-81 – 82 of this Code).
 - d. Advertising or promoting a special event, or permitting the advertising or promotion of a special event (including, but not limited to, a banquet, wedding, reception, reunion, bachelor, bachelorette party, concert, or similar activity that would assemble large numbers of invitees) to be held on the premises.
 - e. Using or permitting the use of the short-term rental for the purpose of: housing sex offenders; operating a structured sober, recovery or other purpose living home or similar enterprise; selling illegal drugs; selling alcohol or another activity that requires a permit or license under the Alcoholic Beverage Code; or operating as a sexually oriented business.
- (6) *Signage*. On-premise signage advertising or identifying the short-term rental, shall not be permitted.
- (7) *Advertising*. The owner of a short-term rental shall not advertise or promote, or allow another to advertise or promote the short-term rental:
- 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.
- (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 containing, at a minimum, the following 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 [as detailed in subsection (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 applicable homeowners' association (HOA), if any;
 - g. Proof of host protection or liability insurance, which shall include the following:
 - i. The Town, its officials, employees, agents and officers shall be named as an "additional insured" on all policies;
 - ii. Each policy shall be endorsed to provide the Town with a minimum of a 30-day notice of cancellation, non-renewal, and/or material change in policy terms or coverage; provided, however, a minimum 10-days' notice shall be required in the event of non-payment of premium.
 - 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 complies with and will continue to comply with the standards and other requirements of this ordinance.
- (2) *Changes in ownership.* The purchaser of a short-term rental shall provide the Director of Planning Services with current application materials required by Section 98-1005 (b) within thirty (30) days of the closing date for the purchase of the short-term rental.
- (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, prior to the date that 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 rental activity and the hotel occupancy taxes paid therefor.
- (4) *Right to inspect premises.*
- a. *Inspections.* The fire marshal shall perform periodic inspections of each short-term rental property to ensure compliance with this ordinance and other applicable laws. For the purpose of performing inspections, the fire marshal or code official may enter, examine, and survey, at all reasonable times, all buildings, dwelling units, guest rooms, and the premises used as a short-term rental property. 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.
 - b. The Town may perform the following inspections:
 - i. *Annual fire inspection.* The Town of Flower Mound Fire Marshal's Office may perform annual fire inspections of the short-term rental property.

- ii. *Repeat inspections.* If, upon completion of an inspection, the premises are found to be in violation of one or more provisions of this Section, 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 regulations.
 - 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, prior to the expiration of the current period.
 - c. If the property owner fails to submit an application for automatic renewal by the expiration date, the owner, within ten (10) days of the expiration date, may in writing request an additional thirty (30) day extension from the expiration date to submit an automatic renewal application and to allow for a fire safety inspection to be conducted by the Fire Marshal's Office. If the application for automatic renewal is not submitted within the applicable period set forth in this paragraph, the applicable SUP and the commensurate right to operate a short-term rental under the SUP, shall terminate.
 - d. The rights and entitlements established pursuant to an SUP authorizing the use of a detached single-family residential dwelling as a short-term rental are intended to authorize the use solely during the time period that the SUP is in effect; therefore, nothing in this ordinance is intended to establish vested or legally non-conforming use rights or privileges to operate a short-term rental under circumstances where the SUP has expired pursuant to this subsection (5) or where the SUP is otherwise repealed by action of the Town Council.
- (6) *Enforcement.* If the owner of the short-term rental property fails or refuses to comply with the standards contained herein, the Town may initiate enforcement action against the property owner including, but not limited to, the immediate issuance of citations.
- a. *Prima Facie evidence of a Short-term rental use.* Any advertisement, whether it be online or in print, promoting the availability of a property within the Town for rent for a period of thirty days (30) or less, shall constitute prima

facie evidence of the property's use as a short-term rental.

SECTION 3

That Sections 98-273, "Specific Uses," 98-303, "Specific Uses," 98-333, "Specific Uses," 98-363, "Specific Uses," 98-393, "Specific Uses," 98-433, "Specific Uses," of Article III, "District Regulations" of Chapter 98 of the Code of Ordinances, Town of Flower Mound, Texas, are hereby amended to add "Short-Term Rental" to be inserted alphabetically to read as follows:

"Sec. 98-273 – Specific uses

Short-Term Rental

Sec. 98-303 – Specific uses

Short-Term Rental

Sec. 98-333 – Specific uses

Short-Term Rental

Sec. 98-363 – Specific uses

Short-Term Rental

Sec. 98-393 – Specific uses

Short-Term Rental

Sec. 98-433 – Specific uses

Short-Term Rental

***"

SECTION 4

That Subsection (c), "Schedule of Use Regulations," of Section 98-952, "Use Classification," of Subdivision II, "Regulations," of Division 2, "Uses," of Article IV, "Supplementary District Regulations," of Chapter 98 of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to add "Short-Term Rental" in the Schedule of Use Regulations chart to read as follows:

"Sec. 98-952 – Schedule of Use Regulations Chart

Personal Service Uses	A	S F E	SF -5	SF 30	SF 15	SF 10	S F A	2 F	M F	M H	O	R 1	R 2	C 1	C 2	C C	C I	I 1	I 2	W R	R E C	P D	C B D
Short-Term Rental	S	S	S	S	S	S																P	*

***"

SECTION 5

That Appendix A, "Fee Schedule," of Subpart B, "Land Development Regulations," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to add a fee of \$100.00 for a short-term rental inspection, under the Fire Department Fee Schedule list, to be inserted numerically as (14), and read as follows:

"Appendix A. – Fee Schedule

Fire Department Fee Schedule

- (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

***"

SECTION 6

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

SECTION 7

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

SECTION 8

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

SECTION 9

All rights and remedies of the Town of Flower Mound are expressly saved as to any and all violations of the provisions of the Code of Ordinances as amended or revised herein, or any other ordinances affecting the matters regulated herein which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 10

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

SECTION 11

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _ TO _, ON THIS THE 3RD DAY OF FEBRUARY, 2020.

APPROVED:

Steve Dixon, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**



SCHEDULED	2/17/2020	Consent	Consider approval of the 2020 US Army Corps of Engineer (USACE) Solicitation No. W9126G20Q0033 for Contract with the Town of Flower Mound for law enforcement services at Lake Grapevine; and authorize the Mayor to execute same on behalf of
		Consent	Consider approval of a Professional Services Agreement with Alliance Geotechnical Group to provide construction materials engineering and testing, for the Red Bud Point Water Service Relocation project, in the amount of \$31,283.50; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider recommending approval for Town Council consideration the sale and consumption of alcoholic beverages (beer and wine) at The Heritage Park of Flower Mound during the Flower Mound Women In Business Spring Community Event.
		Consent	Consider approval of an ordinance amending the Code of Ordinances of the Town of Flower Mound by amending Chapter 70, "Utilities", Article VII "Water Wells", by repealing Section 70-564 "Special Construction Requirements; exceptions", and replacing it with water well regulations pursuant to Title 16 of the Texas Administrative Code, Chapter 76, Section 100.
		Consent	Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2019, and ending on September 30, 2020, as adopted by Ordinance No. 50-19 and amended by Ordinance No. 64-19 for adjustments to the General Fund and Tree Preservation Fund.
		Consent	Consider approval of the award of Request for Proposal 2020-27-A for the Annual Fireworks Display to Pyro Shows of Texas, Inc., in the annual amount of \$28,000.
		Consent	Consider approval of the second reading of an ordinance granting to a non-exclusive gas franchise to CoServ Gas, LTD.; and authorization for the Mayor to execute the same on behalf of the Town.
		Consent	Consider approval of Amendment No. 1 to the Fiscal Year 2019-2020 Capital Improvement Program.
		Consent	Consent to approve replacement of indoor/outdoor pool disinfection units at the CAC by Sunbelt Pool in the amount of \$67,400.00
		Consent	Consider approval of Change Order No. 1 to the Wastewater Treatment Plant Ultraviolet System Upgrade project, in the amount of \$98,916.23; and authorization for the Mayor to execute same on behalf of the Town. .

SCHEDULED	2/17/2020	Consent	Consider approval of a Construction Agreement with Atkins Brothers Equipment Company, Inc., for the Red Bud Point Water Service Relocation project, in the amount of \$984,858.00; 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., for the design phase services associated with the Morriss Road Water Line Phase 2 (FM 1171 to Eaton) project, in the amount of \$202,500.00; and authorization for the Mayor to execute same on behalf of the Town.
		Regular	Public Hearing to consider an application for a tree removal permit for one (1) specimen tree on property proposed for development as Lot 5, Block A of the Pepper Creek Ranch Addition. The property is generally located 4705 Summerhill Court. (The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its January 7, 2020, meeting).
		Regular	Public Hearing to consider an ordinance amending the Land Development Regulations (LDR19-0011 – Underground Utilities) by amending Section 90-423 entitled “Underground Utilities,” of the Town's Code of Ordinances to create clarifying definitions and standards for underground utilities within the Town of Flower Mound. (The Planning and Zoning Commission recommended approval/denial by a vote of 0 to 0 at its January 27, 2020, meeting.)
	3/2/2020	Consent	The Mound Monument ADA Improvements
		Consent	Consider approval of the Comprehensive Annual Financial Report for the fiscal year ended September 30, 2019.
		Consent	Purchase Solids Excluding Valves
		Consent	Consider approval of the purchase of a Kaeser Compressor valve control system from Kaeser Dallas, Inc., a sole source provider, for control of valves associated with the operation of the Sequence Batch Reactor process at the TOFM Wastewater Treatment Plant, in the amount of \$55,669.09.
	4/6/2020	Presentation	FMCA Graduation
		Consent	Forest Vista Reconstruction Phase 2 - Testing Award
		Regular	Forest Vista Reconstruction Phase 2 - Construction Award
		Regular	Stonecrest Pump Station Phase 1 Auxillary Power - Design
	5/4/2020	Consent	High Road Water Line Phase III - Construction Award
		Consent	High Road Water Line Ph III - Testing Award
	5/12/2020	Regular	Placeholder: Canvass 5/2 Election