

AGENDA

FLOWER MOUND TOWN COUNCIL REGULAR MEETING

7/20/2020

VIA VIDEO CONFERENCE

6:00 P.M.

[CLICK HERE](#) FOR INSTRUCTIONS ON HOW TO PARTICIPATE IN THE MEETING

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

Effective March 16, 2020, Texas Governor Abbott suspended certain Open Meeting rules to allow telephonic or video conference meetings of government bodies that are accessible to the public to decrease large groups of people from assembling. The suspension temporarily removes the requirement that government officials and members of the public be physically present at a meeting location. The Town of Flower Mound Town Council meetings will be temporarily held via video conference. A recording of the meeting will be available the following day at <https://www.flower-mound.com/fmtv>, look for the "Town Council Archive" menu.

Comments regarding any item on this agenda can be sent to the Mayor/Town Council by
Emailing: Towncouncil@flower-mound.com or Calling: 972.874.6005

A. CALL MEETING TO ORDER

B. INVOCATION

C. GENERAL PUBLIC COMMENT

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.

[CLICK HERE](#) to submit general public comments regarding issues or agenda items not indicated as a Public Hearing.

D. ANNOUNCEMENTS

1. Announcements from council members

E. TOWN MANAGER'S REPORT

Update and discussion on:

1. Financial update
2. Capital Improvement projects
3. Economic Development projects
4. Bradford Park Stormwater Pond and Rippy Rd Improvements

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F. 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).

G. COORDINATION OF CALENDARS

1. A regular meeting is scheduled for Monday, August 3.
2. Discuss and consider B&C interview process.
3. Discuss and consider date options for a joint work session with the Planning and Zoning Commission. (Available options: 9/17, 10/15, 11/19)
4. Discuss and consider date options for a work session. (Available options: 9/17, 10/15, 11/19)

H. CONSENT ITEMS

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

1. Minutes 6/15- Consider approval of the minutes from a regular meeting of the Town Council held on June 15, 2020.
2. Minutes 6/19- Consider approval of the minutes from a strategic planning session of the Town Council held on June 19, 2020.
3. Strategic Planning Report- Consider adoption of the Town Council 2020 Strategic Planning Session Summary Report.
4. External Auditing Services- Consider approval of the engagement letter with Pattillo, Brown & Hill, L.L.P., to perform external auditing services for the fiscal year ending September 30, 2020; and authorization for the Mayor to execute same on behalf of the Town.
5. Fire Station #7 - Design Amendment #1- Consider approval of Amendment No. 1 to the Professional Services Agreement with BRW Architects for Fire Station No.7 to provide additional survey, design and construction contract administration services in the amount of \$44,070.00; and authorization for the Mayor to execute same on behalf of the Town.
6. High Rd Water Line Ph III Testing Award- Consider approval of a Professional Services Agreement with Alliance Geotechnical Group to provide construction materials engineering and testing for the High Road Water Line Replacement Phase III project, in the amount of \$35,458.00; and authorization for the Mayor to execute same on behalf of the Town.
7. Gerault Park - Mural- Consider approval of a Contract for Services with Path Studio, for the 2018-19 Playground Replacements project, to paint a mural at the Gerault Park playground in the amount of \$14,960.00; and authorization for the Mayor to execute same on behalf of the Town.

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8. Chloramine Construction Award- Consider approval of the purchase of Monoclor RCS Disinfectant Residual Management services from UGSI Solutions, Inc., a sole source provider, for work associated with the Bruton-Orand Chlorination System project, in the amount of \$173,200.00; and authorization for the Mayor to execute on behalf of the Town.
9. Custodial Supplies- Consider approval of Bid 2020-57-A, Custodial Supplies Services to Pollock Investments Inc., at the unit prices bid, in the estimated annual amount of \$100,000.00; and authorization for the Mayor to execute on behalf of the Town.
10. Range Wood Dr Drainage Analysis- Consider approval of a Professional Services Agreement with Kimley-Horn and Associates, Inc., for the drainage evaluation associated with the Range Wood Drive Drainage Improvements project, in the amount of \$67,500.00; and authorization for the Mayor to execute same on behalf of the Town.
11. PSA with WSB for Mixed Use Review- Consider approval of a Professional Services Agreement with WSB & Associates, Inc., to provide consultant services regarding mixed-use developments; and authorization for the Mayor to execute same on behalf of the Town after approval of the contract terms by the Town Attorney.

I. REGULAR ITEMS

12. MPA19-0005 - Grace Park- **Public Hearing** to consider a request for a Master Plan Amendment (MPA19-0005 – Grace Park) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Low Density Uses to Medium Density Uses. The property is generally located south of Cross Timbers Road and east of Regency Park Court. (The Planning and Zoning Commission recommended denial by a vote of 6 to 0 at its June 8, 2020, meeting.) (The Town Council moved to postpone this item by a vote of 5 to 0 at its June 15, 2020, meeting.)

[CLICK HERE](#) to submit comments regarding this Public Hearing item.

13. ZPD19-0013 - Grace Park PD-177- **Public Hearing** to consider a request for rezoning (ZPD19-0013 – Grace Park) from Agricultural District (A) to Planned Development District No. 177 (PD-177) with Single-Family District-10 (SF-10) uses, with certain exceptions, waivers and modifications to the Code of Ordinances. The property is generally located south of Cross Timbers Road and east of Regency Park Court. (The Planning and Zoning Commission recommended denial by a vote of 6 to 0 at its June 8, 2020, meeting.) (The Town Council moved to postpone this item by a vote of 5 to 0 at its June 15, 2020, meeting.)

[CLICK HERE](#) to submit comments regarding this Public Hearing item.

14. Caddo Reinvestment Zone- **Public Hearing** to consider approval of an ordinance establishing a Tax Abatement Reinvestment Zone for commercial tax abatement at 2201 Spinks Road. *(The applicant has requested that the item be postponed until August 3, 2020)*

[CLICK HERE](#) to submit comments regarding this Public Hearing item.

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15. Caddo Tax Abatement & Ch 380- Public Hearing to consider approval of a Tax Abatement and Chapter 380 Agreement with Caddo Holdings, LLC, for the economic development of Flower Mound, and authorization for the Mayor to execute same on behalf of Town. *(The applicant has requested that the item be postponed until August 3, 2020)*

[CLICK HERE](#) to submit comments regarding this Public Hearing item.

16. RC19-0004 - Traditions of Flower Mound- Consider a request for a Record Plat (RC19-0004 – Traditions of Flower Mound) to create a residential subdivision with an exception to the grading criteria, regarding residential lot-to-lot drainage, contained in 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 Old Settlers Road and north of Harris Road. (The Planning and Zoning Commission recommended approval by a vote of 4 to 2 at its July 13, 2020, meeting.)

[CLICK HERE](#) to submit comments regarding this Public Hearing item.

J. CLOSED MEETING

The Town Council to convene into closed meeting pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, and 551.074, for consultation with attorney, and to discuss matters relating to real property, and personnel 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 the duties of the Municipal Court Judge, including the June report regarding court activities.

K. 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.

L. ADJOURN MEETING

I do hereby certify that the Notice of Meeting was posted on the Town's website in accordance with GC Section 551.056 on the following date and time: July 17, 2020, at 3:00 p.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary



TOWN COUNCIL AGENDA ITEM NO. 1

CONSENT ITEM

DATE: July 20, 2020

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council held on June 15, 2020.

BACKGROUND INFORMATION: The Town Council held a regular meeting on June 15, 2020.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes

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

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THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 15TH DAY OF JUNE 2020, 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:

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

with the following member absent:

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

Theresa Scott	Town Secretary
Bryn Meredith	Town Attorney
Jimmy Stathatos	Town Manager
Debra Wallace	Deputy Town Manager/CFO
Tommy Dalton	Assistant Town Manager
Lexin Murphy	Director of Planning Services
Tiffany Bruce	Executive Director of Public Works
Andrea Roy	Economic Development Director

A. CALL REGULAR MEETING TO ORDER

Mayor Pro Tem Sharma called the regular meeting to order at 6:00 p.m.

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

Chaplain Mike Liles gave the invocation and Mayor Pro Tem Sharma led the pledges.

D. PUBLIC COMMENT

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

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	Speaker names and address	Subject (as written on the form)
1.	Bryan Webb, 4112 High Rd	George Floyd
2.	Kent Johnson, 3808 Regency Park Ct	Community Activity Center

E. ANNOUNCEMENTS

There were no announcements.

F. TOWN MANAGER'S REPORT

Mr. Stathatos provided an update on the following projects:

1. Capital Improvement projects
 - Temporary traffic signal at 377 @ Canyon Falls intersection
2. Economic Development projects
 - New or coming soon businesses
3. Financial update

Mr. Stathatos and Ms. Wallace provided a financial update, particularly as it relates to sales tax revenue given the impact of COVID 19.

and she responded to the following questions from Council:

- When will staff have the May numbers

G. FUTURE AGENDA ITEMS

1. There were no items requested for a future agenda.

H. COORDINATION OF CALENDARS

Mayor Pro Tem Sharma announced the following meeting dates and there was Council consensus to cancel the July 16th work session.

1. A strategic planning session is scheduled at the Town Hall, for Friday, June 19, at 4:00 pm, and Saturday, June 20, at 9:00 am (if needed)
2. The July 6 meeting has been cancelled due to the Independence Day holiday
3. Consider approval of canceling the work session scheduled for Thursday, July 16
4. A regular meeting is scheduled for Monday, July 20

I. CONSENT ITEMS

1. Consider approval of the minutes from a regular meeting of the Town Council held on June 1, 2020.
2. Consider approval of a resolution casting the Town of Flower Mound's vote for a member of the Board of Managers of the Denco Area 9-1-1 Emergency Communications District for a two-year term beginning October 1, 2020.

RESOLUTION NO. 10-20**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, APPOINTING ONE MEMBER TO THE BOARD OF MANAGERS OF THE Denco AREA 9-1-1 DISTRICT.**

3. Consider approval of the purchase of new patrol rifles utilizing available seizure funds.
4. Consider approval of Change Order No. 1 for the construction of the Morriss Road 20-inch Water Line (Forest Vista To Lake Bluff) project, amending the contract with Western Municipal Construction of Texas, LLC, to provide for an increase to the contract in the amount of \$51,861.34; and authorization for the Mayor to execute same on behalf of the Town.
5. This item moved to regular items.
6. Consider approval of an advertising contract between Denton County and the Town of Flower Mound, providing \$2,500 to the Town in exchange for the Town's promotion of the County's Open Business Grant Program until December 30, 2020; and authorization for the Mayor to execute same on behalf of the Town.

Deputy Mayor Pro Tem Forest moved to approve by consent Items 1 – 4, & 6, as presented in the agenda caption. Councilmember Engel seconded the motion. Each item, as approved by consent, is restated above, and if applicable, the Ordinance or Resolution caption for each, for the record.

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

5. Consider approval of sixteen (16) professional engineering firms to provide professional engineering services, five (5) geotechnical engineering firms to provide material testing services, two (2) independent property appraisal firms to provide real property appraisals, and two (2) subsurface utility engineering firms to provide subsurface utility engineering for the Town, for a two-year term ending June 15, 2022.

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

- Clarification regarding the criteria
- What safeguards are in place where there is no favoritism towards any of the firms
- What is the process when it comes time to pick one for a specific project

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

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

7. Consider approval of a Professional Services Agreement with Mesa Design Associates, Inc., for the design services associated with the Peters Colony Memorial Park project, in the amount of \$194,730.00; and authorization for the Mayor to execute same on behalf of the Town. (Town Council postponed this item to June 15, 2020 at its May 18, 2020, meeting).

Staff Presentation

Ms. Wallace indicated it's her understanding the item was postponed due to Council wanting to know the results of the revenue receipts, and she responded to the following questions from Council:

- Clarification regarding the availability of funds based on what May sales tax revenue might be
- Clarification regarding the funding source
- Has the CDC approved the funding
- Is the Town in a good position should there be a second wave

Council Discussion

There as Council discussion regarding:

- Based on the recent sales tax revenue report there is interest in seeing the project go forward
- How Council has the option to not approve the actual park when it comes forward later and there would be a design already in place

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

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

Mayor Pro Tem Sharma opened items 8 and 9 at the same time.

8. Consider approval of an ordinance authorizing the issuance of the Town of Flower Mound, Texas, Certificates of Obligation, Series 2020, establishing parameters for the sale and issuance of such bonds, delegating certain matters to an authorized official of the Town and resolving all matters incident and related thereto.
9. Consider approval of an ordinance authorizing the issuance of the Town of Flower Mound, Texas, General Obligation Refunding Bonds, Series 2020, establishing parameters for the sale and issuance of such bonds, delegating certain matters to an authorized official of the Town and resolving all matters incident and related thereto.

Staff Presentation

John Martin, Hilltop Securities

Ms. Wallace provided background information for items 8 and 9, and she, or Mr. Martin, responded to the following questions from Council:

- Does the savings factor in the closing cost
- What are the bottom line amounts to be issued

Deputy Mayor Pro Tem Forest moved to approve item 8 (Certificates of Obligation) as presented. Councilmember Bumgarner seconded the motion.

8. ORDINANCE NO. 13-20

AN ORDINANCE AUTHORIZING THE ISSUANCE OF "TOWN OF FLOWER MOUND, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 2020"; PROVIDING FOR THE PAYMENT OF SAID CERTIFICATES OF OBLIGATION BY THE LEVY OF AN AD VALOREM TAX UPON ALL TAXABLE PROPERTY WITHIN THE TOWN AND A LIMITED PLEDGE OF THE NET REVENUES DERIVED FROM THE OPERATION OF THE TOWN'S WATERWORKS AND SEWER SYSTEM; PROVIDING THE TERMS AND CONDITIONS OF SUCH CERTIFICATES AND RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE ISSUANCE, PAYMENT, SECURITY AND DELIVERY OF SAID CERTIFICATES OF OBLIGATION; DELEGATING MATTERS RELATING TO THE SALE AND ISSUANCE OF SAID CERTIFICATES TO AN AUTHORIZED TOWN OFFICIAL; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:

Motion passed

AYES: ENGEL, SHARMA, FOREST, BUMGARNER

NAYS: PIERSON

Deputy Mayor Pro Tem Forest moved to approve item 9 (General Obligation Refunding Bonds) as presented. Councilmember Engel seconded the motion.

9. **ORDINANCE NO. 14-20**

AN ORDINANCE AUTHORIZING THE ISSUANCE OF “TOWN OF FLOWER MOUND, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020”; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SAID BONDS; RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, PAYMENT AND DELIVERY OF SAID BONDS; ESTABLISHING PROCEDURES FOR THE SALE AND DELIVERY OF SAID BONDS; AND DELEGATING MATTERS RELATING TO THE SALE AND ISSUANCE OF SAID BONDS TO AN AUTHORIZED TOWN OFFICIAL.

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

Mayor Pro Tem Sharma opened items 10 and 11 at the same time.

10. Public Hearing to consider an ordinance amending the Master Plan (MPA19-0005 – Grace Park) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Low Density Residential Uses to Medium Density Residential Uses. The property is generally located south of Cross Timbers Road and east of Regency Park Court. (The Planning and Zoning Commission recommended denial by a vote of 6 to 0 at its June 8, 2020, meeting.)
11. Public Hearing to consider an ordinance amending the zoning (ZPD19-0013 – Grace Park) from Agricultural District (A) to Planned Development District No. 177 (PD-177) with Single-Family District-10 (SF-10) uses, with certain exceptions, waivers and modifications to the Code of Ordinances. The property is generally located south of Cross Timbers Road and east of Regency Park Court. (The Planning and Zoning Commission recommended denial by a vote of 6 to 0 at its June 8, 2020, meeting.)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- General and detailed location
- Concept site plan
- Exceptions
- Modifications
- Photographs of site
- Tree survey
- Concept landscape plan

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

- What options Council has given the denial of the items by the Planning and Zoning Commission

Applicant Presentation**Captain Reginald Rembert, 1400 Simmonds Rd, Flower Mound**

Mr. Rembert gave a presentation identifying or noting:

- Developer background information
- Site location details
- Land owner information
- In-fill sites definition
- Site challenges
- SFD zoning classifications
- Volume builders vs custom builders
- Communities in Flower Mound
- Initial plan
- Resident's Concerns
- Adjacent home values vs Grace Park
- Known opposition directly affected
- New proposed plan
- Density definitions from the Town's Ordinance
- Home values and examples
- Meeting with residents on Friday 6/12/20 at 6:30 p.m. – preliminary agreement (pending seeing concept)
- Conclusion points

and he responded to questions from Council regarding:

- If he would be acceptable to postponing the item until July 20th

Mayor Pro Tem Sharma opened the Public Hearing at 7:11 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
Kent Johnson, 3808 Regency Park Ct	Ray Harris, 3808 Nan	
Reginal Rembert, 3625 Bonanza Ln	Diane Bosworth, 4001 Regency Park Ct	
	Ray White, Mary Anne White*, 3900 Regency Park Ct	
	James Green, Delilah Green*, 3812 Regency Park Ct*	

**Submitted public comment card indicating did not wish to speak*

Mayor Pro Tem Sharma closed the Public Hearing at 7:32 p.m.

Council Discussion

There was Council Discussion regarding:

- Possibility of postponing the items
- If there are substantial changes does the item need to go back to Planning and Zoning
- Interest in seeing low density instead of medium density

Item 10:

Deputy Mayor Pro Tem Forest moved to postpone item 10 (MPA19-0005 – Grace Park) to the July 20, 2020 Town Council meeting. Councilmember Engel seconded the motion.

VOTE ON MOTION:

Motion passed (to postpone)

AYES: PIERSON, ENGEL, SHARMA, FOREST, BUMGARNER

NAYS: NONE

Item 11:

Deputy Mayor Pro Tem Forest moved to postpone item 11 (PD19-0013 – Grace Park) to the July 20, 2020 Town Council meeting. Councilmember Engel seconded the motion.

VOTE ON MOTION:

Motion passed (to postpone)

AYES: BUMGARNER, FOREST, SHARMA, ENGEL, PIERSON

NAYS: NONE

12. Public Hearing to consider an ordinance granting Specific Use Permit No. 462 (SUP20-0004– Mueller Accessory Dwelling) to permit an accessory dwelling. The property is generally located south of Bay Park Court and east of Bayshore Drive. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its June 8, 2020, meeting.)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- General and detailed location
- Land use and zoning
- Concept plan
- Site photos
- Accessory dwelling standards

- Elevation details

and she responded to the following questions from Council:

- What are the septic requirements
- Are all of the nine criteria being met

Applicant Presentation

Rachelle Mueller, 6005 Bay Park Ct

Ms. Mueller responded to questions from Council regarding:

- What is the actual use for the ancillary use

Mayor Pro Tem Sharma opened the Public Hearing at 7:47 p.m. No one spoke in support or opposition. Mayor Pro Tem Sharma closed the Public Hearing at 7:47 p.m.

Councilmember Bumgarner moved to approve item 12 as presented. Deputy Mayor Pro Tem Forest seconded the motion.

ORDINANCE NO.15-20

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY APPROVING SPECIFIC USE PERMIT NO. 462 (SUP-462) FOR AN ACCESSORY DWELLING ON CERTAIN PROPERTY DESCRIBED AS LOT 9, BLOCK C OF THE LANDING, AND ZONED AGRICULTURAL DISTRICT (A); PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:

Motion passed

AYES: PIERSON, ENGEL, SHARMA, FOREST, BUMGARNER

NAYS: NONE

13. Public Hearing to consider an ordinance for rezoning (Z20-0002 - The River Walk at Central Park) to amend the River Walk at Central Park Zoning Ordinance No. 05-15, by adding a new concept plan depicting Presbyterian Hospital's proposed expansion. The property is generally located north of Central Park Avenue and east of Long Prairie Road. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its June 8, 2020, meeting.)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- General and detailed location
- Proposed expansion for the hospital
- Existing land use plan
- Site photos
- Zoning exhibit

and she responded to the following questions from Council:

- When were the trees that are coming out added

Mayor Pro Tem Sharma opened the Public Hearing at 7:52 p.m. No one spoke in support or opposition. Mayor Pro Tem Sharma closed the Public Hearing at 7:52 p.m.

Councilmember Bumgarner moved to approve item 13 as presented. Deputy Mayor Pro Tem Forest seconded the motion.

ORDINANCE NO.16-20

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 46-08 AND ORDINANCE NO. 05-15, THE RIVER WALK AT CENTRAL PARK ADDITION, AS AMENDED, THROUGH THE AMENDMENT OF EXHIBIT "C" ENTITLED "CONCEPT PLANS" TO ORDINANCE NO. 05-15 BY ADDING A NEW CONCEPT PLAN FOR THE PRESBYTERIAN HOSPITAL SITE AS DEPICTED IN EXHIBIT "A" TO THIS ORDINANCE; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:

Motion passed

AYES: BUMGARNER, FOREST, SHARMA, ENGEL, PIERSON

NAYS: NONE

14. Consider a request for a Site Plan (SP19-0012 – DFW North Distribution Center (Lisanti)) to approve aggregate or inorganic materials in accordance with Section 82-247 of the Land Development Regulations. The property is generally located south of Spinks Road and east of Long Prairie Road. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its June 8, 2020, meeting.)

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Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- General and detailed location
- Land use and zoning
- Aggregate or inorganic materials
- Landscape plan
- Site photos

and she responded to the following questions from Council:

- Clarification that there was a certain amount of turf already installed and whether what's presented includes additional materials

Deputy Mayor Pro Tem Forest moved to approve item 14 as presented. Councilmember Pierson seconded the motion.

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

15. Consider approval of a Construction Agreement with Muniz Construction Inc., for the High Road Water Line Replacement Phase III project, in the amount of \$1,225,406.00; and authorization for the Mayor to execute same on behalf of the Town.

Staff Presentation

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

- How did the first and second phases of putting in the water line go for High Road

Deputy Mayor Pro Tem Forest moved to approve item 15 as presented. Councilmember Bumgarner seconded the motion.

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

16. Consider approval of an Interlocal Cooperation Agreement between Denton County, Texas and the Town of Flower Mound, which designates a portion of the County's CARES Act funding to the Town for the purpose of reimbursing expenditures associated with its ongoing response to COVID-19; and authorize the Mayor to execute the same on behalf of the Town.

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Staff Presentation

Ms. Wallace provided background information regarding the item.

Councilmember Bumgarner moved to approve item 16 as presented. Deputy Mayor Pro Tem Forest seconded the motion.

VOTE ON MOTION:*Motion passed***AYES: PIERSON, ENGEL, SHARMA, FOREST, BUMGARNER****NAYS: NONE****K./L. CLOSED/OPEN MEETING**

The Town Council convened into a closed meeting at 8:03 p.m. on June 15, 2020, 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 8:27 p.m. on June 15, 2020, and took no action on the following items:

- a. Consultation with Attorney.
- 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. ADJOURN REGULAR MEETING

Mayor Pro Tem Sharma adjourned the meeting at 8:27 p.m. on Monday, June 15, 2020, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

SANDEEP SHARMA, MAYOR**ATTEST:**

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 2

CONSENT ITEM

DATE: July 20, 2020

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from the strategic planning session held on June 19, 2020.

BACKGROUND INFORMATION: The Town Council held a strategic planning session held on June 19, 2020.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes

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

THE FLOWER MOUND TOWN COUNCIL STRATEGIC PLANNING SESSION HELD ON THE 19TH DAY OF JUNE 2020, 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:

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

with the following member absent:

Steve Dixon	Mayor
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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
Lexin Murphy	Director of Planning Services
Tiffany Bruce*	Executive Director of Public Works
Andrea Roy	Economic Development Director
Andy Kancel	Police Chief
Eric Greaser	Fire Chief
JP Walton	Assistant to the Town Manager
Brian Waltenburg*	Assistant Director of Engineering
Matt Woods	Director of Environmental Services

**attended a portion of the meeting*

A. CALL STRATEGIC PLANNING SESSION TO ORDER

Mayor Pro Tem Sharma called the regular meeting to order at 6:00 p.m.

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

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

FLOWER MOUND TOWN COUNCIL MEETING OF JUNE 19, 2020**PAGE 2**

and including discussion involving:

1. Town communications, website, notifications, customer service, transparency, engagement, and benchmarking
2. Town finance, budget, revenues, expenditures, and facilities

Town Council recessed at 5:45 p.m. and reconvened at 6:00 p.m.

3. Economic development
4. Town infrastructure (transportation, sidewalks/connectivity, lighting, water, and wastewater)
5. Development processes/standards/fees, neighborhood planning, growth, infill locations, permitted uses, undefined uses, housing, mobile food vendors, SMARTGrowth, Master Plan, and zoning regulations

A strategic planning session report is scheduled to come forward for Council approval on July 20, 2020. Once adopted by Council the report will be posted on the Town Council section of the Town's website with [previous reports](#) (bottom of the page).

C. ADJOURN REGULAR MEETING

Mayor Pro Tem Sharma adjourned the planning session at 8:35 p.m. on Friday, June 19, 2020, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

SANDEEP SHARMA, MAYOR PRO TEM

ATTEST:

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: July 20, 2020

FROM: JP Walton, Assistant to the Town Manager

ITEM: **Consider adoption of the Town Council 2020 Strategic Planning Session Summary Report.**

BACKGROUND INFORMATION: The Town of Flower Mound is guided by its vision statement: “The vision of Flower Mound is to preserve our unique country atmosphere, heritage, and quality of life while cultivating a dynamic economic environment.” This vision statement is embraced by the Town Council, Town Manager, and Executive Team, and underpins the Town’s strategic planning and daily operations. The Town’s strategic plan to achieve this vision is set by the Town Council during long-term planning sessions held annually. The Town has been conducting strategic planning since 1997 when it first adopted its vision statement.

Upon adoption of the report, staff will update the Town Council Strategic Plan and begin preparation for adoption following Fiscal Year 2020-2021 Budget approval. Adoption of the report ensures that the Town Council and staff are in alignment with the direction.

The Town Council met on June 19, 2020, to discuss the following topics during their Strategic Planning Session ([packet/video](#)). The attached report provides responsibility, scope of discussion, considerations, provided direction, timing and next steps for each topic below.

1. Smart City Transportation Technology	2. Shiloh Road	3. Review our Benchmark Cities	4. FY 2020-21 Budget Discussion
5. Reserve Account Discussion	6. Development Fee Survey	7. New Revenue Opportunities	8. Cultural Arts Center
9. Joint Fire Training Center	10. Website Clean-up	11. Master Plan of Infill Locations	12. Permitted Uses
13. Food Trucks/Ice Cream Trucks	14. Liquor Stores	15. Overhead Utilities	

BOARD REVIEW/CITIZEN FEEDBACK: At the beginning of each year, staff solicits topics for discussion from various boards and commissions. This year, the Planning & Zoning Commission and Environmental Conservation Commission elected to provide input.

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Summary Report

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

June 19, 2020 Town Council Strategic Planning Session Summary Report

ITEM	TOPIC	RESPONSIBILITY	SCOPE OF DISCUSSION	CONSIDERATIONS	DIRECTION	TIMING	NEXT STEPS
1.	Smart City Transportation Technology	PW	Discussed current Smart City Transportation Technology initiatives	Discussed current Smart City Transportation Technology initiatives including smart city solutions outside of transportation.	Continue Smart City Transportation Technology Initiatives and keep Town Council informed of any advancements. Continue to explore smart city solutions outside of just transportation.	N/A	1. Continue Smart City Transportation Technology Initiatives
2.	Shiloh Road	PW	Discussed Capital Improvements to Shiloh Road	Denton County asked the Town to consider improving Shiloh Road and allocated funding for the design. Following Council direction Staff met with surrounding communities to gauge their support for the project.	Do not move forward with the capital improvements to Shiloh Road.	N/A	N/A
3.	Review our Benchmark Cities	DS/TMO	Discussed reviewing our Benchmark Cities.	Discussed the comparison criteria in which the Town selects our benchmark cities. Interest in utilizing a separate benchmark list for development comparisons.	Keep the current benchmark cities. Explore creating a separate benchmark city list for development services.	N/A	1. Research a potential benchmark city list for Development Services
4.	FY 2020-21 Budget Discussion	FS	Discussed the upcoming FY 2020-2021 Budget.	Reiterated prior discussion regarding the impact of the pandemic and economic shutdown on Town revenues. Staff recommended several proposals to reduce expenditures for the FY 2020-21 budget.	Continue with staff recommendations to reduce expenditures and incorporate them into the budget.	August Town Council FY 2020-21 Budget Worksession	1. Include staff recommended expenditure reduction proposals in the FY 2020-21 Proposed Budget
5.	Reserve Account Discussion	FS	Discussed the Town’s unassigned fund balance.	Discussed the reasoning and advantages of maintaining the reserve account at 20% of annual General Fund expenditures.	Continue to maintain the reserve account at 20% of annual General Fund expenditures.	N/A	N/A
6.	Development Fee Survey	DS	Presented and discussed the benchmark development fee survey.	Presented the benchmark development fee survey that compared individual and collective development fees for residential and commercial developments. Based on the survey and internal discussion, staff recommended several fee adjustments.	Bring forward staff recommended fee adjustments as well as the FY 2020-21 Budget decision package for a development fee survey.	Include the Development Fee Survey Decision Package in the August Town Council FY 2020-21 Budget Worksession. Bring forward staff recommended changes this year.	1. Include the Development Fee Survey in the FY 2020-21 Proposed Budget 2. Present staff recommended fee adjustments to P&Z 3. Present staff recommended fee adjustments to TC

ITEM	TOPIC	RESPONSIBILITY	SCOPE OF DISCUSSION	CONSIDERATIONS	DIRECTION	TIMING	NEXT STEPS
7.	New Revenue Opportunities	FS/DS	Discussed new revenue opportunities.	Continued discussion of the Development Fee Survey and the projected additional revenue that staff recommended development fee adjustments would create.	Interest in cost recovery for development fees but not to raise any fees paid directly by residents.	N/A	See Item 6 Next Steps
8.	Cultural Arts Center	ED	Discussed the Cultural Arts Center feasibility study.	Presented and Discussed the Cultural Arts Center feasibility study and potential development options moving forward.	Move forward with a Cultural Arts Center Business Plan	N/A	1. Conduct the Cultural Arts Center Business Plan 2. Present to TC
9.	Joint Fire Training Center	FD	Presented and discussed the opportunity for a Joint Fire Training Center.	Consider an opportunity to partner with Lewisville and Highland Village in rebuilding the Lewisville fire training center to serve as a joint fire training center.	Interest in partnering to build a joint fire training center. Bring forward finalized building and operating cost estimates to Council.	N/A	1. Provide cost estimates to TC
10.	Website Clean-up	COM	Reviewed the Town’s website.	The Town is currently in the process of a website re-design to simplify menu’s, improve search capabilities, and to increase the ease of use by the visitor.	Move forward with the website re-design.	N/A	1. Continue with the website re-design
11.	Master Plan of Infill Locations	DS	Presented and discussed infill locations.	Presented current infill locations and undeveloped property and discussed creating a criteria based or site specific development process for those properties.	Discuss the identified infill locations and undeveloped property with the Planning and Zoning Commission during a Joint Work Session.	N/A	1. Schedule for a Joint Worksession with P&Z
12.	Permitted Uses	DS	Discussed permitted uses in the Town’s zoning regulations.	Discussed potential changes to permitted uses in the Town’s zoning regulations as well as identified uses that are not currently defined.	Schedule a Town Council Worksession to further discuss changes to permitted uses as well as to define new uses.	N/A	1. Schedule for a TC Worksession
13.	Food Trucks/Ice Cream Trucks	DS	Discussed allowing food trucks and ice cream trucks to operate in the Town.	Food Trucks are currently allowed on construction sites or as part of an approved special event and ice cream trucks are only allowed as part of an approved special event. Discussed allowing ice cream trucks to operate and how to allow food trucks to operate in certain areas.	Have staff research best practice standards and present Council with options to allow food trucks/ice cream trucks to operate.	N/A	1. Research food truck/ice cream truck standards 2. Present to TC
14.	Liquor Stores	TSO	Discussed allowing liquor stores in the Town.	Liquor stores are currently not allowed to operate in the Town of Flower Mound. To change this requires a local option election which is initiated by a petition that includes 35% of the votes cast by Town residents in the last gubernatorial election. Town Council cannot initiate this action.	Continue to approach companies who may be interested in initiating the petition.	N/A	N/A

ITEM	TOPIC	RESPONSIBILITY	SCOPE OF DISCUSSION	CONSIDERATIONS	DIRECTION	TIMING	NEXT STEPS
15.	Overhead Utilities	DS	Presented and discussed the requirement to place utility lines for new development underground.	Discussed the limitations of the current ordinance requiring utility lines to be placed underground for new developments and unclear direction in the current ordinance for utilities in the ROW. Presented an ordinance amendment that further defines requirements within statutory limitations.	Bring ordinance amendment forward to Planning and Zoning and Town Council.	N/A	1. Present to P&Z 2. Present to TC



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: July 20, 2020

FROM: Tammy Wilson, Executive Director of Financial Services

ITEM: Consider approval of the engagement letter with Pattillo, Brown & Hill, L.L.P., to perform external auditing services for the fiscal year ending September 30, 2020; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Town Charter requires an independent annual audit to be conducted of the books and accounts of every department. To ensure the designated accounting firm is the most appropriate for the Town, Request for Statement of Qualifications (SOQ) No. 2020-103-A for Financial Audit Services was issued requesting qualifications to provide audit services for the fiscal year beginning October 1, 2019, and ending September 30, 2020, with an option to renew for four (4) additional one (1) year periods. Three proposals were received by the due date and time June 18, 2020, at 11:00 am).

A selection committee comprised of the Executive Director of Financial Services, Director of Financial Services, Director of Treasury Operations and Budget Officer, conducted evaluations of the proposals based on the following evaluation criteria:

1. Qualifications
2. Experience with similar engagements
3. Scope and audit approach
4. Level of assistance with all Governmental Accounting Standards Board (GASB) statements
5. The proposer's overall ability to meet or exceed the Town's objectives
6. Cost of Services

The average score of each firm that submitted a proposal is shown below.

Pattillo, Brown & Hill, LLP	93.75
Eide Bailly, LLP	90.50
McConnell & Jones LLP	82.50

Cost of Services

	Pattillo, Brown & Hill, LLP	Eide Bailly, LLP	McConnell & Jones LLP *
Year 1	\$52,175	\$60,240	\$60,150
Year 2	\$52,175	\$62,060	\$61,590
Year 3	\$52,175	\$63,920	\$63,125
Year 4	\$53,675	\$65,880	\$58,565
Year 5	\$53,675	\$67,840	\$60,100
Total	<u>\$263,875</u>	<u>\$319,940</u>	<u>\$303,530</u>

* Additional \$6,000 for each single audit major program after the first one. Two major programs expected for Year 1-3.

Of the Town's survey cities, the majority use either Weaver & Tidwell, LLP or Pattillo, Brown & Hill, LLP for financial audit services.

	Population	Auditor
Allen	107,151	Weaver & Tidwell
Carrollton	136,170	Grant Thornton
Colleyville	25,370	Weaver & Tidwell
Coppell	41,290	Weaver & Tidwell
Denton	129,635	Pattillo, Brown & Hill
Flower Mound	75,030	Pattillo, Brown & Hill
Frisco	190,093	Weaver & Tidwell
Grapevine	53,000	Pattillo, Brown & Hill
Highland Village	16,537	Pattillo, Brown & Hill
Keller	45,090	Weaver & Tidwell
Lewisville	105,640	Weaver & Tidwell
McKinney	187,802	BKD
North Richland Hills	71,269	Whitley Penn
Richardson	113,710	Crowe
Southlake	30,310	Weaver & Tidwell

After completion of the evaluation process, staff recommends approval of an agreement with Pattillo, Brown & Hill, L.L.P. This determination was based upon their demonstrated competence and qualifications. The proposed price of \$52,175 is within the proposed budget for this service for fiscal year 2020-2021. The annual cost for optional renewal periods will be in accordance with the fee schedule submitted as part of the proposal. Each year a new engagement letter is submitted outlining the rights and responsibilities of both the auditors and Town staff.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$52,175

Proposed Expenditure/(Revenue):	Account Number(s):
\$52,175	100-650-51000-5110

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Engagement letter prepared by Pattillo, Brown & Hill, L.L.P.

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



PATTILLO, BROWN & HILL, L.L.P.

401 West State Highway 6

Waco, Texas 76710

254.772.4901 | pbhcpa.com

July 13, 2020

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

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Flower Mound, Texas (the "Town"), as of September 30, 2020, and for the year then ended, and the related notes to the financial statements, which collectively comprise the Town of Flower Mound, Texas' basic financial statements as listed in the table of contents. In addition, if required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), we will audit the Town's compliance over major federal award programs for the period ended September 30, 2020. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the Town's major federal award programs.

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, certain budgetary comparison information, certain pension related information and certain post-retirement health care plan information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis.
- Budgetary Comparison Information.
- Schedule of Changes in Net Pension and Total Other Postemployment Benefits (OPEB) Liability and Related Ratios.
- Schedule of Employer Pension Contributions.

OFFICE LOCATIONS

TEXAS | Waco | Temple | Hillsboro | Houston
NEW MEXICO | Albuquerque



Supplementary information other than RSI will accompany Town of Flower Mound, Texas' basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and individual fund financial statements and schedules.

Schedule of Expenditures of Federal Awards

We will subject the Schedule of Expenditures of Federal Awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the Schedule of Expenditures of Federal Awards is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- Introductory Section.
- Statistical Section.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, the Schedule of Expenditures of Federal Awards, the Summary Schedule of Prior Audit Findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards, and the Uniform Guidance require that we plan and perform the audit to obtain

reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we may request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective, and *Government Auditing Standards* does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the Town's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of Town's basic financial statements. Our report will be addressed to the governing body of Town of Flower Mound, Texas. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of Town of Flower Mound, Texas major federal award programs compliance will be conducted in accordance with the requirements of the Single Audit Act (as amended), the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the Town has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Town's major programs. The purpose of those procedures will be to express an opinion on the Town's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the Town's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding Town of Flower Mound, Texas' major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Other Services

We will also assist in preparing the schedule of expenditures of federal awards of the Town in conformity with U.S. generally accepted accounting principles and the requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. These services are limited to preparing the schedule of expenditures of federal awards of the Town as previously outlined. Our firm, in its sole professional judgement, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm will advise with regard to financial reporting, but the Town must make all decisions with regard to those matters.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received, including federal awards and

funding increments received prior to December 26, 2014 (if any), and those received in accordance with the Uniform Guidance (generally received after December 26, 2014);

4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For the design, implementation, and maintenance of internal control over federal awards;
7. For establishing and maintaining effective internal control over federal awards that provides reasonable assurance that the nonfederal entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
8. For identifying and ensuring that the entity complies with federal statutes, regulations, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
9. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements

aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;

18. For acceptance of non-attest services, including identifying the proper party to oversee non-attest work;
19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
20. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

With respect to any non-attest services we perform, such as preparation of the schedule of expenditures of federal awards, we will not assume management responsibilities on behalf of the Town. However, we will provide advice and recommendations to assist management of the Town in performing its responsibilities. Town's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Engagement Administration, Fees and Timing

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

The timing of our audit will be scheduled for performance and completion as follows:

Interim fieldwork	September 2020
Mail confirmations	October 2020
Perform year-end audit procedures	January 2021
Issue audit reports	March 2021

John K. Manning is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Pattillo, Brown & Hill, L.L.P.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees for these services will be at our standard hourly rates plus out-of-pocket costs (such as reports reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$52,175. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or email, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Our firm may transmit confidential information that you provided us to third parties in order to facilitate delivering our services to you. For example, such transmissions might include, but not be limited to, investment information. We have obtained confidentiality agreements with all our service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

The audit documentation for this engagement is the property of Pattillo, Brown & Hill, L.L.P. and constitutes confidential information. However, we may be requested to make certain audit documentation available to federal or state agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Pattillo, Brown & Hill, L.L.P.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to management and those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the Town's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;

- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,
Pattillo, Brown & Hill, L.L.P.



John K. Manning, CPA
Waco, Texas

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Town of Flower Mound, Texas by:

Name: _____

Title: _____

Date: _____



CPAs & Advisors

SYSTEM REVIEW REPORT

October 21, 2016

To the Partners of
Pattillo, Brown & Hill, LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Pattillo, Brown & Hill, LLP (the firm) in effect for the year ended May 31, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans, and audits performed under FDICIA.

In our opinion, the system of quality control for the accounting and auditing practice of Pattillo, Brown & Hill, LLP in effect for the year ended May 31, 2016, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Pattillo, Brown & Hill, LLP has received a peer review rating of *pass*.

Haddox Reid Eubank Betts PLLC



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: July 20, 2020

FROM: David Bauer, Construction Manager

ITEM: Consider approval of Amendment No. 1 to the Professional Services Agreement for the Fire Station No.7 project with BRW Architects to provide additional survey, design and construction contract administration services in the amount of \$44,070.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The unusual amount of rainfall over the past two years has caused extensive erosion issues on the fire station site, which were revealed after disturbing the earth with the installation of the 60-inch drainage pipe system. The buildup of watershed due to topography modifications at the cul-de-sac behind the fire station building revealed extensive damage that needs to be resolved before moving forward. To alleviate the issues, additional survey work and civil design modifications are recommended. This amendment allows for that work to proceed. Also included in the services provided with this amendment are additional construction contract administration services required due to a schedule extension caused by weather and supply issues related to the pandemic.

On February 5, 2018, a Professional Services Agreement to provide survey, design and construction contract administration services for the Fire Station No.7 project was awarded to BRW Architects in the amount of \$399,600.00. If approved, Amendment No. 1 will add \$44,070.00 to the contract for a total of \$443,670.00.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT:

Proposed Expenditure/(Revenue):	Account Number(s):
\$44,070.00	505-111-50082

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

Total project cost is \$8,070,000 (includes apparatus). Funding sources are:

- Other \$ 650,000
- Decision Package (cash from General Fund) \$ 900,000
- Tax Debt \$ 6,520,000

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

ATTACHMENTS:

1. Amendment No. 1

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

✓PR



AIA Document G802™ – 2017

LV ✓

Amendment to the Professional Services Agreement

PROJECT: <i>(name and address)</i> Town of Flower Mound FS No. 7 BRW Project No.: 218008.00	AGREEMENT INFORMATION: Date: February 5, 2018	AMENDMENT INFORMATION: Amendment Number: 01 Date: July 20, 2020
OWNER: <i>(name and address)</i> Town of Flower Mound 1001 Cross Timbers Rd., Ste. 2330 Flower Mound, TX 75028	ARCHITECT: <i>(name and address)</i> Brown Reynolds Watford Architects, Inc. 3535 Travis St., Ste. 250 Dallas, TX 75204	

The Owner and Architect amend the Agreement as follows:
Additional Services as stated in BRW proposals attached to this agreement.

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

Compensation Adjustment:	
Original Basic Services Fee (February 5, 2018)	\$344,000.00
Additional Services	\$ 45,600.00
Reimbursable Expenses	\$ 10,000.00
ORIGINAL LUMP SUM FEE	\$399,600.00
Additional Services	
Utility Easement exhibit - Cul-de-sac	\$ 510.00
Utility Easement exhibit - Academy site (drainage easement)	\$ 510.00
Survey for the drainage easement	\$ 3,750.00
SUBTOTAL	\$ 4,770.00
Extended Construction Administration Services	
April and May (at \$6,550.00 per month)	\$ 13,100.00
Allowance for June, July, August, September, 2020	\$ 26,200.00
SUBTOTAL	\$ 39,300.00
Additional Services Total Added by this Amendment	\$ 44,070.00
TOTAL REVISED LUMP SUM FEE	\$443,670.00

Schedule Adjustment:
N/A

SIGNATURES:

Brown Reynolds Watford Architects,
Inc.

ARCHITECT *(Firm name)*



SIGNATURE

Gary DeVries, AIA, Principal

PRINTED NAME AND TITLE

6-18-20

DATE

Town of Flower Mound

OWNER *(Firm name)*

SIGNATURE

Mayor Steve Dixon

PRINTED NAME AND TITLE

DATE

**BROWN REYNOLDS WATFORD
ARCHITECTS**

3535 TRAVIS STREET
SUITE 250
DALLAS, TEXAS 75204
214-528-8704
WWW.BRWARCH.COM

May 30, 2018

David Bauer
Construction Manager
Town of Flower Mound
1001 Cross Timbers Rd.
Suite 2330
Flower Mound, TX 75028

ADDITIONAL SERVICES FEE PROPOSAL FOR OFF-SITE UTILITY EASEMENTS FOR FLOWER MOUND FIRE STATION NO. 7

Brown Reynolds Watford Architects appreciates your consideration of this proposal for project scope modifications to Fire Station No. 7. The additional scope of services, along with our proposed compensation are described below.

ADDITIONAL SCOPE OF SERVICES

Design of off-site utilities and offsite surveying and easements were a specific exclusion to the original proposal and contract. It has since been determined that exhibits are required for (2) utility easements, one to the cul-de-sac for sewer and gas (and potentially also electric), and one along the edge of the Academy site for storm drainage. The Civil Engineer (Click Engineering) had already extended his survey work to the cul-de-sac, but will require additional survey work for the drainage easement. Although per the current contract off-site utility engineering was an excluded service, Click has agreed to produce the civil engineering for these easements at no additional cost.

SCHEDULE

Click will perform the survey work as expeditiously as possible upon approval, and in the best interest of the project is already proceeding based on verbal approval.

COMPENSATION

Additional Services

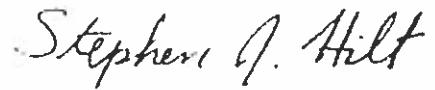
• Utility Easement exhibit – Cul-de-sac	\$510
• Utility Easement exhibit – Academy site (drainage easement)	\$510
• Survey for the drainage easement	\$3,750

Total Additional Services	\$4,770
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FLOWER MOUND FIRE STATION NO. 7
ADDITIONAL SERVICES PROPOSAL
MAY 30, 2018
PAGE 2

We appreciate your consideration of this proposal. Please contact us with any questions.

BROWN REYNOLDS WATFORD ARCHITECTS, INC.

A handwritten signature in black ink that reads "Stephen J. Hilt". The signature is written in a cursive, flowing style.

STEPHEN J. HILT, AIA
SENIOR ASSOCIATE

**BROWN REYNOLDS WATFORD
ARCHITECTS**


3535 TRAVIS STREET
SUITE 250
DALLAS, TEXAS 75204
214-528-8704
WWW.BRWARCH.COM

June 10, 2020

David Bauer
Construction Manager
Town of Flower Mound
1001 Cross Timbers Rd.
Suite 2330
Flower Mound, TX 75028

ADDITIONAL SERVICES FEE PROPOSAL FOR EXTENDED CONSTRUCTION ADMINISTRATION SERVICES FOR FLOWER MOUND FIRE STATION NO. 7

Brown Reynolds Watford Architects appreciates your consideration of this proposal for project scope modifications to Fire Station No. 7. The additional scope of services, along with our proposed compensation are described below.

ADDITIONAL SCOPE OF SERVICES

By the original construction contract, substantial completion would have been in December of 2019. The contractor is substantially late in delivering the project, and additional services are required by our existing contract for BRW's services for the extended construction administration duration. A previous agreement included additional compensation for our services from April through August. The Contractor has since moved their construction completion estimate back again and projects project completion beyond the end of August.

COMPENSATION

According to our existing contract, the calculation for monthly Construction Administration services is \$6,552 per month. Through previous discussion of our additional services, BRW proposed that we will not charge additional services for January through March, and we have already internally processed our invoicing for \$6,550 per month for April and May. Since the projected Substantial Completion and Final Completion dates have been revised by the Contractor as recently as June 3, BRW proposes that we bill at contract hourly rates on time actually expended from June through the end of the project, at a not-to-exceed monthly limit of \$6,550 per month.

Additional Services

• April and May (at \$6,550 per month)	\$13,100
• <u>Allowance for June, July, August, September:</u>	<u>\$26,200</u>
Total Additional Services	\$39,300

FLOWER MOUND FIRE STATION NO. 7
ADDITIONAL SERVICES PROPOSAL
JUNE 10, 2020
PAGE 2

Any unused portion of the allowance that is not billed based on actual hours will be returned by deductive change order after completion of construction.

We appreciate your consideration of this proposal. Please contact us with any questions.

BROWN REYNOLDS WATFORD ARCHITECTS, INC.

A handwritten signature in black ink that reads "Stephen J. Hilt". The signature is written in a cursive, flowing style.

STEPHEN J. HILT, AIA
SENIOR ASSOCIATE



TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: July 20, 2020

FROM: Brian Waltenburg, Assistant Director of Engineering

ITEM: Consider approval of a Professional Services Agreement with Alliance Geotechnical Group to provide construction materials engineering and testing for the High Road Water Line Replacement Phase III project, in the amount of \$35,458.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Professional Service Agreement includes construction materials engineering and testing for the High Road Water Line Replacement Phase III project.

On April 14, 2020, bids were received and opened for the High Road Water Line Replacement Phase III project (Bid # 2020-67-B). Muniz Construction Inc., submitted the lowest qualified bid of the ten responding bidders. On June 15, 2020, construction was awarded to Muniz Construction, Inc.

The High Road Water Line Replacement Phase III project includes water line replacements in the Lake Ridge Road, Hickory Springs, and Lost Creek neighborhoods. These water line replacements are necessary due to their size, age, and condition.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$35,458.00

Proposed Expenditure/(Revenue):

\$35,458.00

Account Number(s):

630-960-98851

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

Total project cost is \$1,500,000. Funding sources are:

- Utility debt \$1,500,000

LEGAL REVIEW: N/A

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
ALLIANCE GEOTECHNICAL GROUP**

This contract is entered into on this 20th day of July, 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 **ALLIANCE GEOTECHNICAL GROUP**, (“hereinafter referred to as “CONSULTANT”) whose address is 7970 West Main Street, Frisco, Texas 75033.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to construction materials engineering and testing and other services for the High Road Water Line Replacement Phase III project; and

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

TERMS OF AGREEMENT

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

I.

Employment of Consultant

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

II.

Scope of Services

CONSULTANT shall perform such services as are necessary to provide the High Road Water Line Replacement Phase III Construction Materials Engineering and Testing

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

III. Payment for Services

Total payment for services described herein shall be a sum not to exceed Thirty Five Thousand Four Hundred Fifty Eight and No/100 Dollars (\$35,458.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT.

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

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

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

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

IV.

Revisions of the Scope of Services

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

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

V.

Term

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

VI.

Contract Termination Provision

Notwithstanding any other provision of this Contract, this Contract may be terminated at any time by TOWN for any reason, with or without cause, by providing CONSULTANT thirty (30) days written notice of such termination. Upon receipt of such notice, CONSULTANT shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract.

VII. **Ownership of Documents**

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

VIII. **Insurance**

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

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

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

The following policies and coverage shall be required:

1. Worker's Compensation Insurance (as required by law) with the policy endorsed to provide a waiver of subrogation as to TOWN; such policy to provide for Employers' Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease-each employee, \$500,000.00 disease-policy limit;
2. Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractor's and Contractual Liability, including but not limited to coverage for all of the indemnification obligations of

CONSULTANT under this Contract, and fully insuring CONSULTANT's liability for injury to or death of employees of TOWN and of third parties, extended to include personal injury liability coverage and for damage to property of third parties, with minimum combined single limits of \$1,000,000 per occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate per occurrence. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis;

3. Business Automobile Liability Insurance, covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000.00 per occurrence; and
4. Professional Liability Insurance: CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance, which may be written on a claims made form provided that "tail coverage" or continuation coverage is provided. Limits of liability shall be \$1,000,000.00 per claim, \$1,000,000.00 annual aggregate. The coverage under this policy shall include a contractual liability endorsement.

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

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

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

Brian Waltenburg
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6234 Telephone

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

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

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

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

D. CONSULTANT agrees to the following:

1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against TOWN, it being the intention that the insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies;
2. Companies issuing the insurance policies and CONSULTANT shall have no recourse against TOWN for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of CONSULTANT;

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

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

IX. **Right to Inspect Records**

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

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

X. **Successors and Assigns**

TOWN and CONSULTANT each bind themselves and their successors, executors, administrators and assigns to the other party to this Contract and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract. Neither TOWN nor CONSULTANT shall assign or transfer its interest herein without the prior written consent of the other.

XI.
CONSULTANT's Liability

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

XII.
Indemnification

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

XIII. Independent Contractor

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

XIV. Default

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

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

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

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

XV.
Provisions Surviving Termination

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

XVI.
Changes

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

XVII.
Conflicts of Interest

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

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

XVIII.
Confidential Information

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

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

XIX. **Notice Information**

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

Brian Waltenburg
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6234 Telephone

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

J.K. Marthers
Alliance Geotechnical Group
7970 West Main Street
Frisco, TX 75033
214-618-4100 Telephone
214-618-4110 Facsimile

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

XX.
Applicable Law

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

XXI.
Non-Discrimination

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

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

XXII.
Arbitration

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

XXIII.
No Waiver of Governmental Immunity

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

XXIV.
Severability

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

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

XXV.
Remedies

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

XXVI.
Entire Agreement

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

XXVII.
Non-Waiver

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

XXVIII.
Headings

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

XXIX.
Venue

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

XXX.
No Third Party Beneficiary

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

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

[The remainder of this page left blank intentionally]

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

THE TOWN OF FLOWER MOUND, TEXAS

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

Date Signed: _____

Attest:

Town Secretary

**CONSULTANT:
ALLIANCE GEOTECHNICAL GROUP**

By: 
Name: Robert P Nance
Title: President
Date Signed: 6/18/2020

State of Texas §
 §
County of Dallas §

This instrument was acknowledged before me on the 18th day of June, 2020, by Robert P. Nance in his capacity as President of Alliance Geotechnical Group, 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 President of Alliance Geotechnical Group.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 18th DAY OF June, 2020.


Notary Public, State of Texas

My Commission Expires:

11-18-2023





GEOTECHNICAL ENGINEERING
ENVIRONMENTAL CONSULTING
CONSTRUCTION MATERIALS ENGINEERING AND TESTING

June 18, 2020

Town of Flower Mound
Attn: Mr. Brian Waltenburg
2121 Cross Timbers Rd.
Flower Mound, Texas 75028

Email: Brian.Waltenburg@flower-mound.com

Re: High Road Water Line Relocation Phase III
Flower Mound, Texas
Engineering Inspection & Testing Services
AGG Proposal No: P20-0617C

Dear Mr. Waltenburg,

Alliance Geotechnical Group (AGG) is pleased to confirm our firm's interest in providing materials inspection and testing services for the proposed project noted above. A schedule of unit fees for this project is attached. Actual charges will be based on the contractors/client scheduling.

After reviewing our fee schedule if you have any questions, please contact the undersigned at (214) 618-4100. If acceptable, please sign below and return to our office as our Authorization to Proceed. We look forward to the opportunity of working with you on this project.

Respectfully submitted,

ALLIANCE GEOTECHNICAL GROUP

A blue ink signature of J.K. Marthers.

J.K. Marthers
Project Manager

A blue ink signature of Douglas S. Land.

Douglas S. Land, P.E.
Branch Manager

Approved by: _____
Signature

Date: _____



SCHEDULE OF FEES
FOR
CONSTRUCTION MATERIALS ENGINEERING & TESTING
HIGH ROAD WATER LINE REPLACEMENT PHASE III
FLOWER MOUND, TEXAS AGG PROPOSAL NO.: P20-0617C

DESCRIPTION OF SERVICES	QUANTITY		UNIT FEE	UNIT	FEE
A. UTILITY BACKFILL TESTING & INSPECTION					
• Moisture/Density Relationship of Soils (ASTM D-698)	7	@	\$165.00	each	\$1,155.00
• Atterberg Limits	7	@	\$55.00	each	\$385.00
• Material Analysis -200	7	@	\$35.00	each	\$245.00
• In-Place Density Test* (ASTM D6938)	212	@	\$35.00	each	\$7,420.00
• Concrete Test Cylinders (4 cylinders per set) MH/Inlet		@	\$18.00	each	\$0.00
• Sr. Engineering Tech to perform testing	120	@	\$47.50	hour	\$5,700.00
• Project Manager	17	@	\$75.00	hour	\$1,275.00
• Vehicle Charge	24	@	\$40.00	trip	\$960.00
				Sub-Total	\$17,140.00
B. SUBGRADE TESTING & INSPECTION					
• Moisture/Density Relationship of Soils (ASTM D-1557)	1	@	\$185.00	each	\$185.00
• Atterberg Limits	1	@	\$55.00	each	\$55.00
• Material Analysis -200	1	@	\$35.00	each	\$35.00
• In-Place Density Test* (ASTM D6938)	78	@	\$35.00	each	\$2,730.00
• Sr. Engineering Tech to perform testing	115	@	\$47.50	hour	\$5,462.50
• Project Manager	10	@	\$75.00	hour	\$750.00
• Vehicle Charge	23	@	\$40.00	trip	\$920.00
				Sub-Total	\$10,137.50
C. CONCRETE & REINFORCING TESTING & INSPECTION					
• Concrete Inspection & Testing (regular time)	49	@	\$47.50	hour	\$2,327.50
• Concrete Inspection & Testing (over time)		@	\$71.25	hour	\$0.00
• Concrete Cylinders	26	@	\$18.00	each	\$468.00
• High Strength Grout Cubes		@	\$18.00	each	\$0.00
• Project Manager	4	@	\$75.00	hour	\$300.00
• Vehicle Charge	14	@	\$40.00	trip	\$560.00
				Sub-Total	\$3,655.50
D. ASPHALT TESTING & INSPECTION					
• Nuclear Guage Usage Fee (per day)	7	@	\$50.00	each	\$350.00
• TxDOT Level 1B Asphalt Technician	64	@	\$55.00	hour	\$3,520.00
• Project Manager	5	@	\$75.00	hour	\$375.00
• Vehicle Charge	7	@	\$40.00	trip	\$280.00
				Sub-Total	\$4,525.00
				ESTIMATED TOTAL	\$35,458.00

SCHEDULE OF FEES
FOR
CONSTRUCTION MATERIALS ENGINEERING & TESTING
HIGH ROAD WATER LINE REPLACEMENT PHASE III
FLOWER MOUND, TEXAS AGG PROPOSAL NO.: P20-0617C

DESCRIPTION OF SERVICES	QUANTITY	UNIT FEE	UNIT	FEE
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NOTES:

1. It is understood that the contractor will be invoiced at overtime rates of 1.5 times the regular hourly rate for hours worked over eight (8) hours per day Monday thru Friday or any time before 7:00 a.m. or after 5:00 p.m.
Service performed on Saturdays and Sundays will be billed at 1.5 times the regular hourly rate.
Services performed on recognized holidays will be billed at 2.0 times the regular hourly rate.
2. All laboratory test fees are F.O.B. our laboratory; additional charge for sample pickup may apply.
3. Any additional tests will be billed on a hourly rate and charged at the applicable rate, portal-to-portal.
4. Additional test not specified in this proposal will be quoted upon request.
5. This proposal does not include any technician stand-by, non-readiness charges, and/or trips or re-tests of the previous failing tests.
6. **The above unit rates are based on the project plans provided to AGG by the Town of Flower Mound**

- * Utility Testing and Inspection - 24 estimated site visits
- * Sub Grade Testing and Inspection - 23 estimated site visits
- * Concrete Testing Paving/Sidewalks - 7 estimated site visits
- * HMA Testing 1B Testing - 7 estimated site visits
- * Concrete Cylinder Pick Ups - 7 estimated site visits



TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: July 20, 2020

FROM: Chuck Jennings, Director of Parks and Recreation

ITEM: Consider approval of a Contract for Services with Path Studio, for the 2018-19 Playground Replacements project, to paint a mural at the Gerault Park playground in the amount of \$14,960.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: One of the goals of the Cultural Arts Master Plan is to develop a more vibrant, arts rich town. One of the avenues by which to do that is to include more public art in our community. As part of that mission, a Statement of Qualifications (SOQ) was created in search of a qualified artist to create a baseball themed mural at Gerault Park. The mural will complement the components of the new playground as well as add to the goal of expanding investments in public art set forth by the Cultural Arts Master Plan.

In December, the SOQ was sent to a list of local muralists, made available on the Town website, and advertised in the Denton Record Chronicle and Cross Timbers Gazette. Artists that were interested in submitting were required to attend one of five location orientations that were offered in January and February. All questions were due by February 19 and all submissions were due by March 3. Five artists attended the location orientations and staff received design submissions by two artists. The subcommittee met on March 12 and unanimously agreed on a recommendation. The artist chosen was Path Studio. Their design integrates local history using the style and color palette that was used in the playground that it encompasses.

On May 28, the Cultural Art Commission voted to approve the recommended design. Their feedback of the design was overtly positive, and they wholeheartedly agreed that it would enliven, compliment, and further beautify the space around the playground. The integration of the community into the design meets both vision of the mural as well as the Cultural Arts Master Plan to include more public art in our community.

BOARD REVIEW/CITIZEN FEEDBACK: The Cultural Arts Commission recommended approval by a unanimous vote of 5 to 0 at its May 28, 2020, regular meeting.

ALTERNATIVES/OPTIONS: Town Council can ask for the project to go back out to bid or vote not to approve the project.

FISCAL IMPACT: \$14,960.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$14,960.00	317-110-90819

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

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

ATTACHMENTS:

1. Contract for Services
2. Path Studio Bid Submission

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

**TOWN OF FLOWER MOUND
CONTRACT FOR SERVICES
PROPOSAL NO. 2020-35-B**

WHEREAS, the Town of Flower Mound (herein referred to as "Town") wishes to provide the services of **Path Studio at 1946 Limerick Lane, Grapevine, TX, 76051** (hereinafter referred to as "Contractor"), together known as the "Parties," to its citizens for the purpose of Art Related Services for the Parks and Recreation Services Department.

WHEREAS, Contractor is specially skilled and qualified to provide these services and desires to provide same under the terms and conditions set forth below.

WHEREAS, Town hereby contracts with Contractor to provide a baseball themed mural at Gerault Park, 1200 Gerault Rd., Flower Mound, TX, for its citizens and to provide approved services of the Parks and Recreation Services Department.

WHEREAS, the parties believe that a baseball themed mural will enhance the Town of Flower Mound by providing the public with an aesthetically pleasing product on designated portions of the exterior walls that surround the playground equipment at the park at Gerault Park.

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

I.

1. Contractor will be commissioned to design, paint, and seal a mural at the Gerault Park playground in Flower Mound, TX. Specifications for the mural include:
 - o Design will be based upon the theme of "baseball."
 - o Design will flow cohesively across multiple surfaces and work aesthetically with the playground located inside the walls.
 - o Design will be family friendly and highlight the idea of play and movement.
 - o Design should move the eye across each of the surfaces and work as a "whole" rather than multiple static, unrelated works.
 - o Design will include the phrase "Welcome to Gerault Park."
 - o The mural is to be hand painted on a primed exterior cinder block wall, approximately 320 Sq. Ft. in total surface area.
 - o The application of an weather-resistant graffiti/UV coating on finished product that is approved by Town prior to application.
 - o The use of high-quality media that ensures mural's longevity and durability with proper maintenance.

2. The parties have negotiated a just and reasonable fee of **FOURTEEN THOUSAND AND NINE HUNDRED SIXTY DOLLARS (\$14,960.00)** for the performance of the services that are the subject of this contract. The fee is to be paid when work is completed.
3. Contractor is responsible for all paint, equipment, and supplies to complete the job.
4. Contractor will take all necessary precautions to protect the surrounding surfaces (i.e. - unpainted walls, concrete walkways, and rubberized playground surface) from paint or any other type of damage.

II.

Contractor and Town acknowledge and agree that Contractor is and shall be deemed to be an independent contractor for the services he/she provides under this Contract. Further, because Contractor is an independent contractor, the Parties agree:

1. Town will make no withholding for truces of any type, including, but not limited to Social Security, unemployment, FICA or other monies owed to any State, Local or Federal governmental entity, including applicable penalties and interest, from the fee agreed upon in Article IV. All truces, are to be paid by Contractor and are solely the liability of same. In the event a claim is made against Town for payment of truces, penalties or interest for or on behalf of Contractor, Contractor agrees to indemnify and hold harmless Town of such damages, including costs and expenses.
2. Town will not provide worker's compensation for Contractor for services performed pursuant to this Contract.
3. This is a non-exclusive contract. Contractor is free to advertise and provide his/her services to persons or entities other than the Town. Further, Town may use other contractors or its own employees to conduct the same services as Contractor.
4. Contractor reserves all copyrights to the mural, the preliminary design, and any incidental works made in the creation of the mural. Contractor does, however, grant Town and its legal representatives the full right to use and/or incorporate, in total or in part, images of the mural in any publications, merchandise, and promotional materials.
5. **Contractor agrees to and shall indemnify, hold harmless, and defend Town, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, fines, penalties, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for nay injury to or death of any person, or for**

damage to any property, arising out of, in connection with, or resulting from the performance of this Contract. This provision of the Contract shall survive the termination of the Contract.

6. Upon completion, installation of the work, and final acceptance by the Town, physical ownership of the mural shall pass to the Town.

III.

This Contract can be terminated by Town, at any time with notice to Contractor. In the event Town terminates this Contract without default by Contractor, Contractor shall be entitled to his/her full fee unless fee is pro-rated.

IV.

In the event of default of Contractor for any term or provision of this Contract, Town upon notice to Contractor of such default, may terminate this Contract without further obligations or liability. In the event of termination for cause, Contractor shall only receive payment based upon a pro-rata basis less any damages incurred by the Town for the default.

V.

Contractor shall at all times exercise reasonable precautions for the safety of park patrons and others within the work area and shall comply with all applicable provisions of Federal, State, and Municipal safety laws.

VI.

Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations, which in any matter affect Contractor or the provision of services. **Contractor shall indemnify, defend and hold harmless Town against any claim arising for the violation of any such laws, ordinances and regulations whether by Contractors or its employees.**

VII.

Contractor shall provide proof that it has obtained and will continue to maintain throughout the duration of the Contract the insurance requirements set forth in Exhibit A. Failure to maintain the required insurance may result in immediate termination of this Contract.

VIII.

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.

IX.

Contractor agrees to retain control and to give full attention to the fulfillment of this Contract, and agrees this Contract will not be assigned or sublet without the prior written consent of Town.

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

AGREED TO BY:

TOWN OF FLOWER MOUND, TEXAS

By: _____

By: _____

Steve Dixon, Mayor

Name: _____

Title _____

Date: _____

Date _____

EXHIBIT A

INSURANCE REQUIREMENTS GENERAL SERVICES

Services referenced herein are those 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.

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

Contractor 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;
 - \$100,000 Disease – each employee; and
 - \$300,000 Disease - policy limit.

3. Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by Town. Automobile liability shall apply to all owned, hired, and non-owned vehicles.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by 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. Town, its officers, officials, employees, boards and commissions, and volunteers are to be added as "Additional Insureds" relative to liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; and premises owned, occupied, or used by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to Town, its officers, officials, employees or volunteers.
- b. Contractor's insurance coverage shall be primary insurance in respects to Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by Town, its officers, officials, employees or volunteers shall be in excess of Contractor'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 Town, its officers, officials, employees, boards, and commissions or volunteers.
- d. Contractor'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 Town, its officers, officials, employees and volunteers for losses arising from work performed by Contractor for 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 or reduced in coverage or in limits except after 30 days written notice to Town for all occurrences, except 10 days written notice to Town for non- payment.

E. ACCEPTABILITY OF INSURERS

Insurance must be placed with insurers with an A.M. Best's rating of no less than A- VI, or better.

F. VERIFICATION OF COVERAGE

Contractor shall provide 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. Town reserves the right to require complete, certified copies of all required insurance policies at any time.

path studio

Statement of Qualifications Number 2020-35-B

Proposal for Baseball/Softball Themed Mural at Gerault Park in Flower Mound

Submitted by Sherry Trusty and Brent McMahan

The logo for Gerault Park features the name "Gerault Park" in a white, stylized script font with a black outline. The text is set against a solid red rectangular background. A white horizontal line with a slight curve is positioned beneath the letters "Gerault".

Town of Flower Mound
Vendor Information Form
SOQ No. 2020-35-B

Bid Title: SOQ to Produce a Baseball Themed Mural at Gerault Park

Company Information

Please complete the following and include with your bid submittal:

Company Name: PATH STUDIO BRENT McMAHAN ESHERRY TRUST

Principal Place of Business Address: 1946 LIMERICK LN

Principal Place of Business City, State, Zip: GRAPEVINE TEXAS 76051

Principal Place of Business Phone Number: 214.577.4315

Principal Place of Business Fax Number: _____

Email Address: brent@PATHSTUDIO.COM

path studio

Temporary address
1946 Limerick Lane
Grapevine, Texas 76051

214.577.4315
brent@pathstudio.com
pathstudio.com

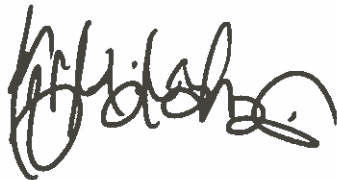
Dear Town of Flower Mound,

Thank you for the opportunity to make this proposal for the Mural at Gerault Park. We have several concepts present and look forward to explaining how they would work in the unique playground area of the park.

Sherry and I have enjoyed working on these ideas and feel we have developed a variety of solutions that address the aesthetics of the space with unifying graphics and create a subtle learning environment for the patrons of the park.

Please feel free to call me at anytime with questions or clarification. We look forward to working with you on this exciting project.

Thank you,

A handwritten signature in black ink, appearing to read 'Brent McMahan', with a stylized flourish at the end.

Brent McMahan

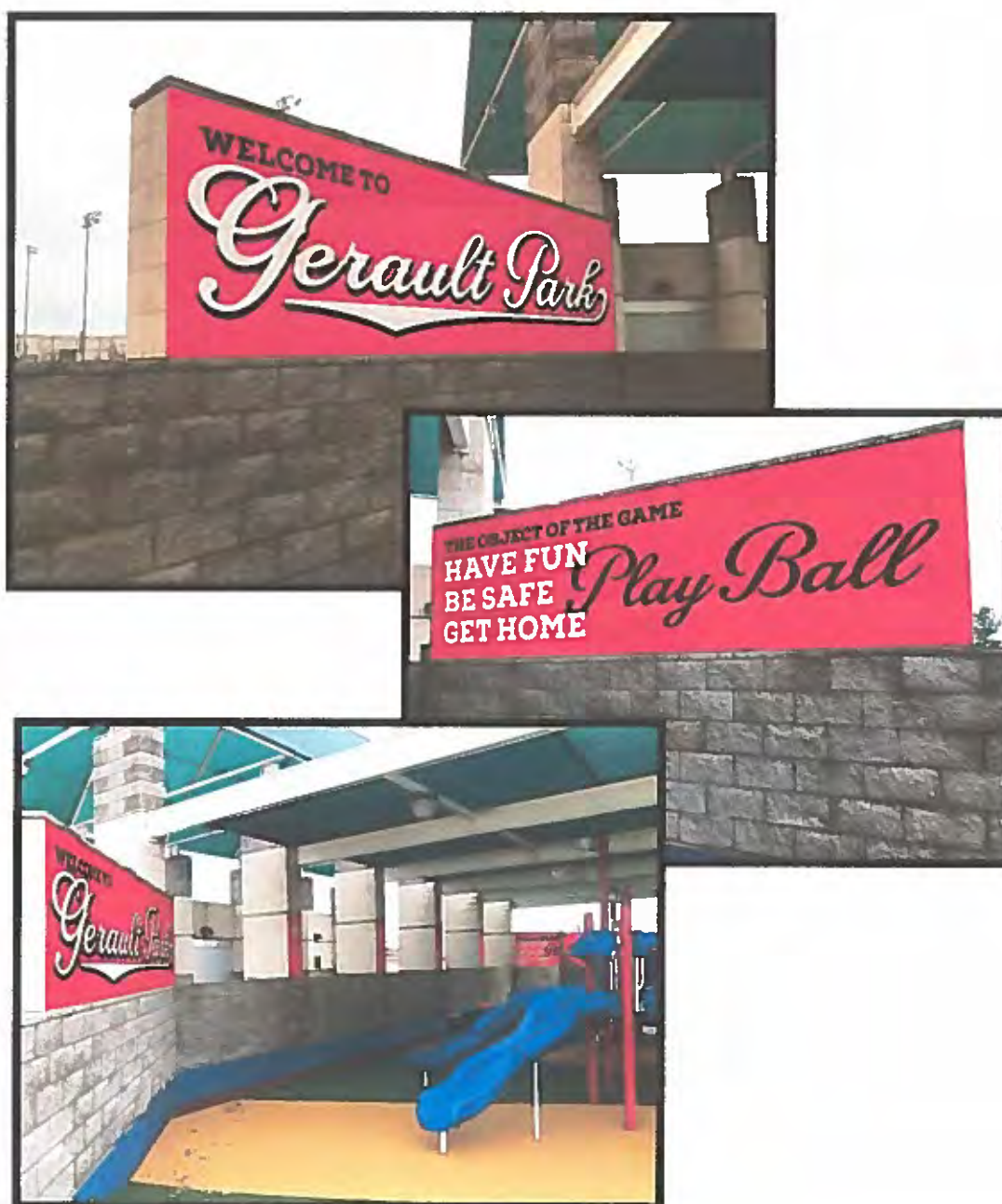
path studio

CONCEPTS

We have a few concepts for consideration. Some of which could be combined or pursued individually.

LONG WALLS and COLUMNS

First we have the long walls and the center of the posts. This is a unifying and consistent group of elements that we propose to be used with all of the following directions. This is presented in red but could also work in blue.



WELCOME TO

Gerault Park

THE OBJECT OF THE GAME

HAVE FUN

BE SAFE

GET HOME

Play Ball



WELCOME TO

Gerault Park

THE OBJECT OF THE GAME

HAVE FUN

BE SAFE

GET HOME

Play Ball

PLAYERS CONCEPT

While doing our research for the project we discovered that a lot of Flower Mound ball players have gone on to play the game at a higher level. We thought it could be really inspiring to present these players in a stylized caricature style along with a brief description of their accomplishments in the sport. We thought it would be accessible and inspiring to the younger players if these caricatures were drawn as if they were just kids playing just like they are.

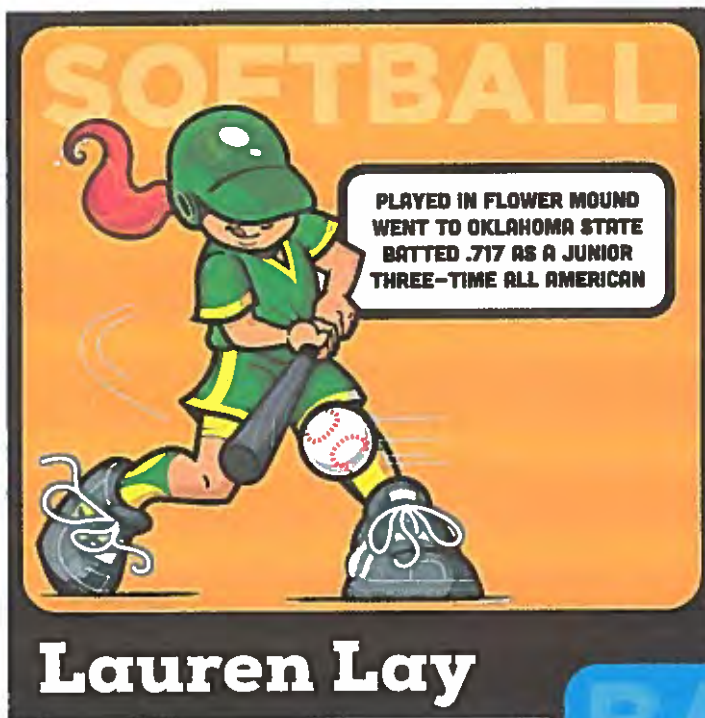
We also thought we could arrive at who was represented by reaching out to the local baseball and soft ball community for nominations that included a photo of the person being nominated along with a brief description of accomplishments.

The following comps are utilizing stock illustrations, where our final design would consist of new custom illustrations in a similar style. The following examples are fictional people as well.

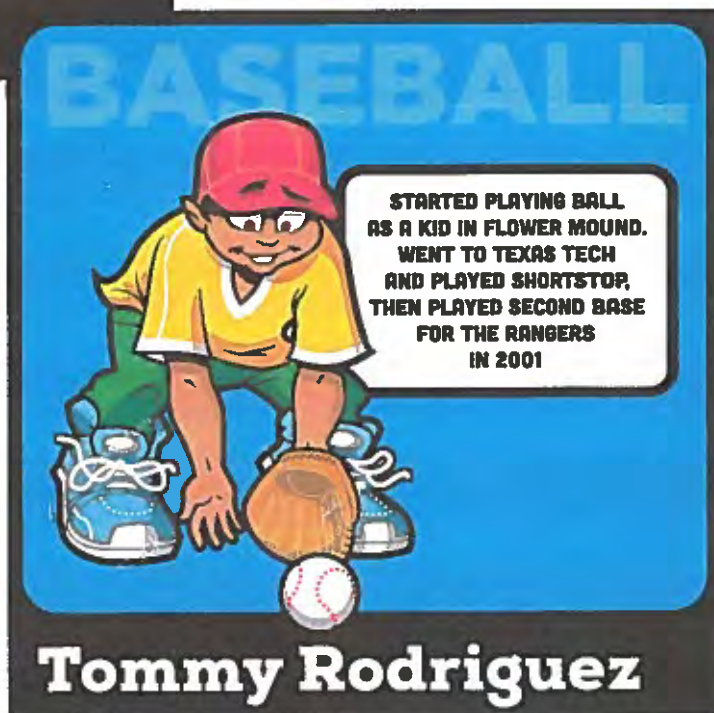
This concept would bring the community into the process, giving everyone a bit of ownership. Our goal is to inspire the younger folks to stick with it and grow from the experience by following the example of kids that came before them.

We feel this idea could work on all of the square surfaces or just on the north walls as shown below.





This idea would give us an opportunity to show a lot of diversity.



This style of illustration is already incorporated in the playground!



UMPIRE SIGNALS

The Umpire Signals concept is about teaching the game to the viewer. Each of the panels could be a different umpire sign that the players need to understand to better play the game. This could be a great reference younger players.

We would execute this in the same style as the previous concept. This idea would work on all of the square surfaces or it could be used in conjunction with another concept on either of north or south wall sets.

Here is a rough sketch of the idea. (Note that we would show a lot of signals not just this one.)



ANIMATION CONCEPT

Given the unique columns that this mural is going on, the idea of a cell animation style came to mind. This idea would consist on a stepped cell for each play or motion in the game. This idea would be executed in the same style as the previous concepts and could be used alone or in conjunction with previous concepts.

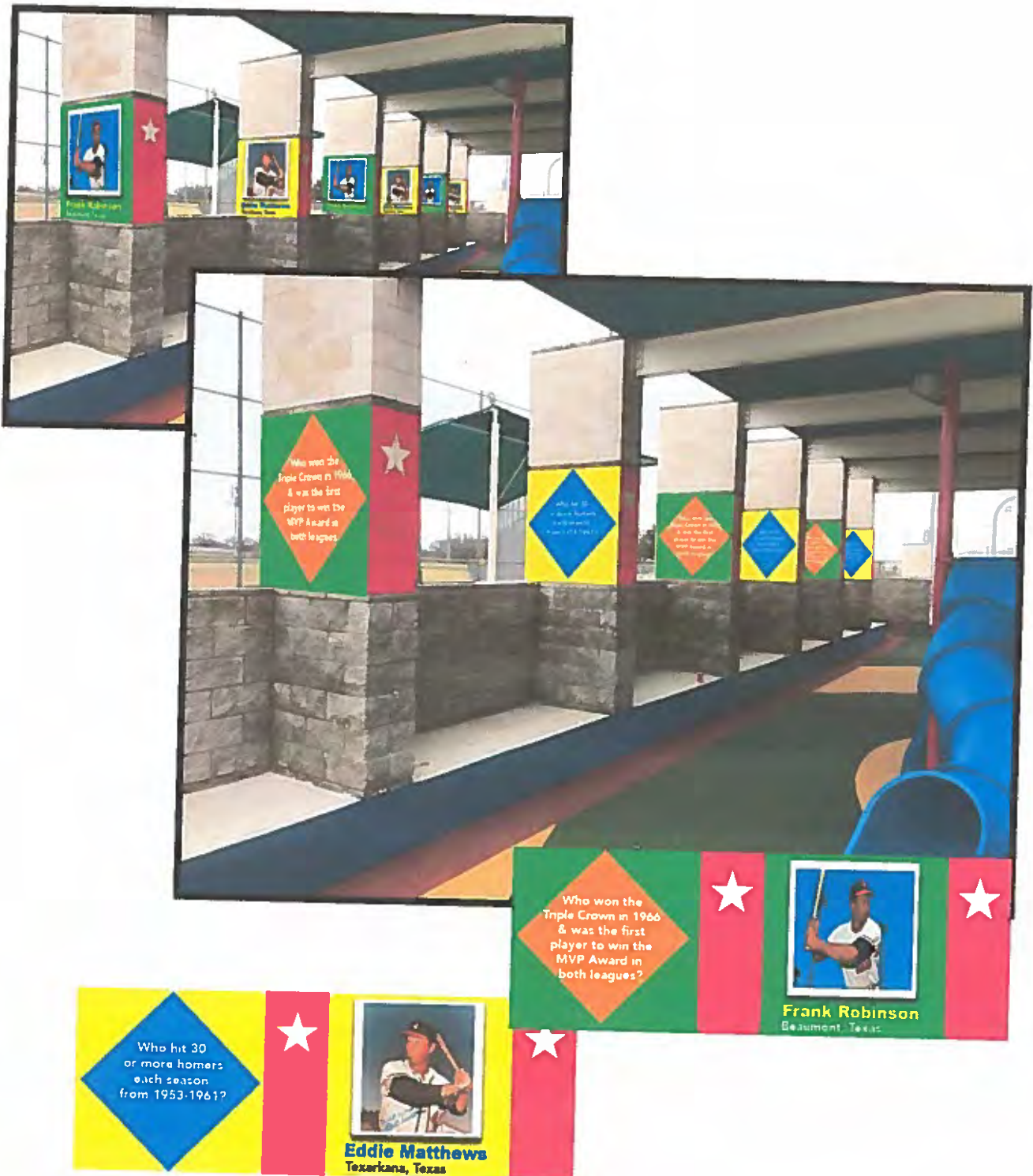
For example a pitcher pitching the ball. The wind up, step, step, step, release.

Here is a rough example (with some issues) of a ball being caught.



TEXAS BASEBALL TRIVIA CONCEPT

For the proposed mural at Gerault park, I plan to incorporate native Texans to honor and celebrate their accomplishments in baseball and softball. Each column will have a fact or trivia question on one side and the answer on the other side, being each players name and their likeness, along with their hometown in Texas in the form of a baseball card. The colors will coordinate with the existing playground equipment. I believe it will be an interactive and learning experience for adults and children that will instill some Texas pride.
—Sherry Trusty



path studio

ARTIST STATEMENT

Brent McMahan

I have a degree in sculpture and graphic design from the University of North Carolina Charlotte and I am the owner and director of Path Studio, a nineteen year old multi-disciplinary design, animation, video and content development shop in Dallas/Fort Worth and Terlingua, Texas. (pathstudio.com)

My body of work includes graphic design, branding, animation, video, content development, sculpture and painting. I have been a working artist since 1984. My clients include Baylor Scott White Health, INTUIT, Pepsi, PepsiCo, Frito Lay, Herman Miller, TXU, Zales and a host of others.

I bring my expertise in typography and design to this project in order to give it a polished and professional look. I also plan to work hand in hand with an illustrator to develop the caricatures represented in this presentation. My expertise in mural work is mainly confined to concept and typography. My partner in this project, Sherry Trusty, brings many years of experience in actually painting many types of murals on a wide variety of wall surfaces. Together we will be able to professionally execute this project in an efficient and timely manner.

References

Steve Dunn
Owner
Taco Jed
808 South Broadway
Rochester, MN 55904
402.681.1340
sdylandunn@gmail.com

Leslie Berryman
Brand Manager
Baylor Scott White Health
2001 Bryan Street
Suite 750
Dallas, TX 75201
972.977.7088
leslieberryman@BSWHealth.org

path studio

Brent McMahan

EXPERIENCE

Path Studio, Dallas

Owner / Creative Director

2001 - present

Responsible for the studio and the creative output for nineteen years.

My body of work includes animations for national accounts like: Pepsi, Herman Miller, Dannon, Frito-Lay, Chili's, Ace, Norwegian Cruise Lines, Bellagio, MGM Grand, Harrod's and INTUIT. I have designed print work for Zales, TXU, Boy Scouts of America, Texas Land and Cattle, LoneStar Steakhouse, Trader Vic's, Shiner Beers, The Beverly Hillbillies, Herman Miller, Nortel, Samsung and Nokia and a bunch of others. Interactive clients include: Pepsi, Chili's, Shiner Beers, American Airlines, Zales, TXU and Herman Miller.

Sibley Peteet Design, Dallas

Vice President

1997 -2001

Responsible for all animation and online work as well as graphic design and branding projects.

Focus 2, Dallas

Design Generalist

1994 - 1997

Learned animation and created early websites as well as branding and design.

Studiographix, Dallas

Design Generalist

1992 - 1994

Branding and graphic design

EDUCATION

University of North Carolina Charlotte

BCA, Graphic Design, Sculpture and Photography 1984

CONTACT INFORMATION

214.577.4315

brent@pathstudio.com

pathstudio.com

LINKEDIN: [linkedin.com/in/brent-mcmahan-b7alb/](https://www.linkedin.com/in/brent-mcmahan-b7alb/)

ARTIST STATEMENT

Sherry Trusty

Sherry Trusty began her interest in art from an early age in rural Arkansas. Her unique style of artistry was influenced and fostered in her childhood by her artistic mother. She pursued art at the collegiate level and earned a bachelor's degree in Fine Art and later she earned an associates degree in graphic design from the Art Institute of Atlanta. Her dual degrees show her commitment and success as the best in her industry.. She is an extremely accomplished artist with 20 years experience. Her work and reliability consistently ensures the long-term viability of her projects. She is a master artist who takes pride in the beauty of her work. But more than an artist, Sherry is a person who influences people through her expression and detailing her work. The end results of her work are breathtaking. Some of her most recent clients include The George W. Bush Presidential Museum, Victory Park, The IT Crowd marketing, Rhonda Vaughan Interiors, Golden Chick Corporation, Trusted ER and the Red River Valley Veterans memorial.

REFERENCES

Tina Thomas

Museum Fabrication Group LLC Little Elm, TX 75068 940-498-7279
OFFICE 214-755-7972 CELL info@museumfg.com

Taylor Mason

The IT crowd Marketing

1329 Crampton Street Dallas, TX 75207

p: 972-996-6216 ext 505

Taylor@itcrowdmarketing.com

Sherry Trusty



About

Hard-working, professional,
dedicated, sincere individual
that will assist your organization
with all your creative needs.

Contact



803.240.3697



trustyartist@gmail.com



www.mytrustyartist.com



Experience

Trusty Artist • Frisco, TX

February 2016 - Present

- Mural Artist.
- Developed concepts/themes for large scale murals on interior and exterior walls.

Path Studio • Dallas TX

February 2016 - Present

- Graphic Designer, Presentation Specialist, Video Assistant
- Freelance assignments for Intuit and Frito-Lay

Larson Creative Services

Contractor for Richland 2 School District • Columbia, SC

October 2003 – 2017

- Designed t-shirts, brochures, posters, and other printed materials.
- Devised and completed over 200 mural projects.
- Interacted with clients to create designs based off their desires.
- Hired and managed professionals while working on projects.
- Set deadlines and completed projects in a timely fashion.
- Managed 2-5 employees

Mobile Illustrated • Columbia, SC

June 1996 – October 2004

Graphic Artist

- Designed phone book ads using adobe Photoshop and illustrator.
- Completed projects in a timely fashion.
- Maintained successful working relationships with co-workers.

Coca Cola • Atlanta, GA

January 1995-June 1995

Graphic Artist

- Created Power-point slides for corporate meetings and presentations.
- Successfully took instruction from the Creative Arts Director and created



Education

Arkansas Tech University

1981-1985

Bachelors of Arts in Fine Art

Russellville, AR 72802

Concentration: Painting and Design

Art Institute of Atlanta

Associates of Visual Communications

1987-1989

Atlanta, GA

Magna Cum Laude, Computer Graphics



Distinctions

Member of the South Carolina Arts Commission

Richland 2 Education Partner Award • 2014

E.L. Wright Middle School Improvement Council

Round Top Elementary ABC Grant Committee

Blythewood High School South Carolina Art's Grant Committee



Skills

Strong visual design / graphic design skills.

Typography, layout and brand development.

Excellent organizational, time management and project management skills

Computer Skills

Creative Suite, Photoshop, InDesign, Illustrator, Microsoft Office, Power-point Expert

Fundamental Knowledge of video production and supporting web application

Self-motivated and a team player

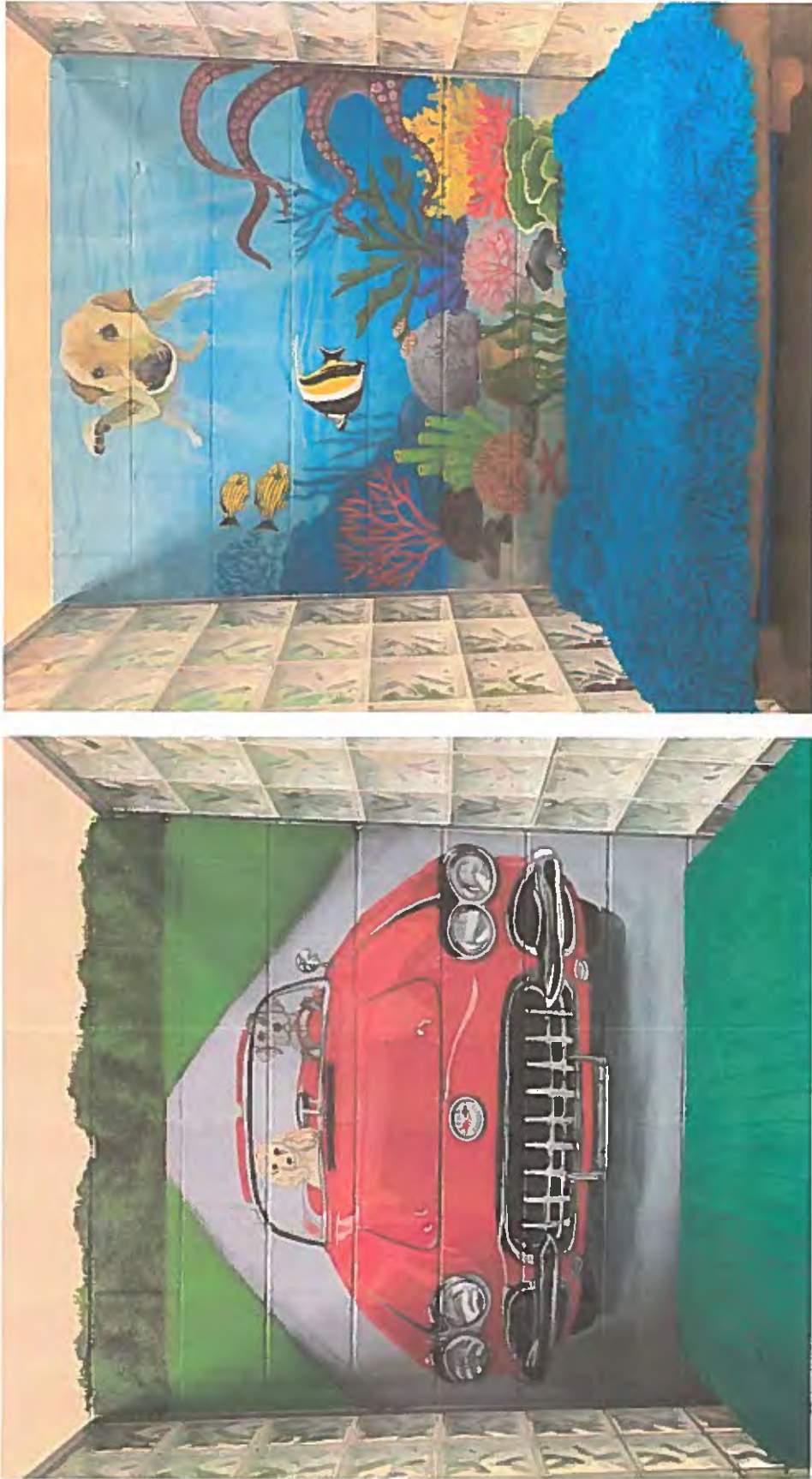
Ability to multiple task



Sherry Trusty Red River Veteran Memorial, Paris Texas



Sherry Trusty Historical Mural of Russellville Arkansas



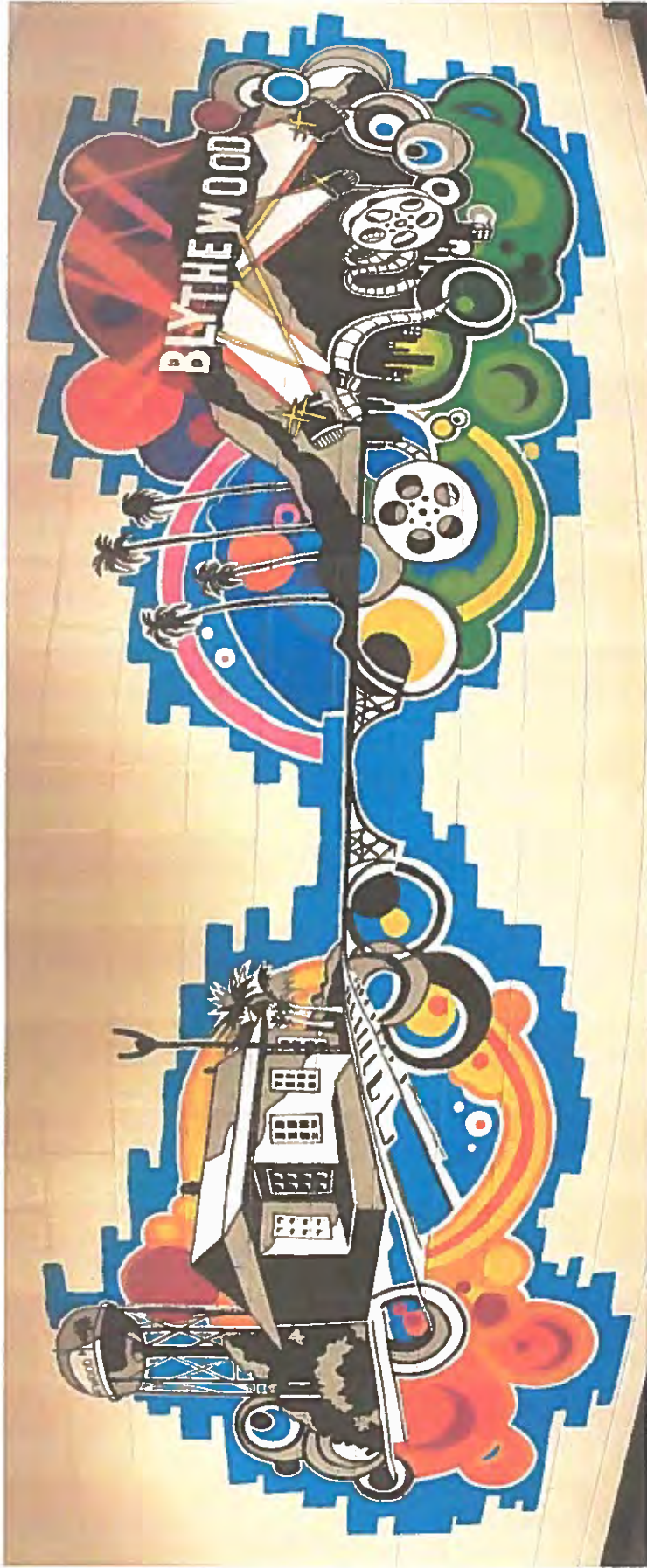
Sherry Trusty Pete & Mac Pet Resort, Arlington, TX



Sherry Trusty Eskimo Hut, Arlington Texas



Sherry Trusty South Carolina Mural, Columbia SC



Sherry Trusty Blythewood High School, Blythewood, SC

Sherry Trusty Blythewood High School, Blythewood, SC

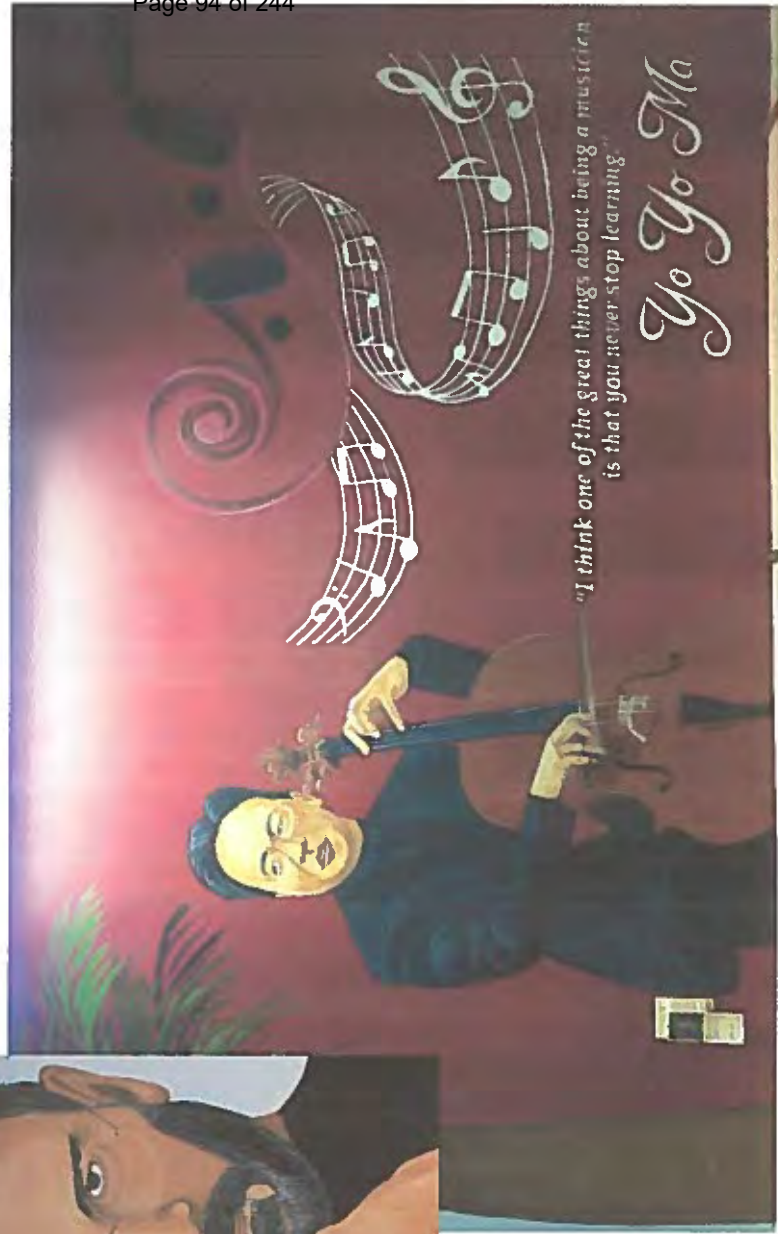




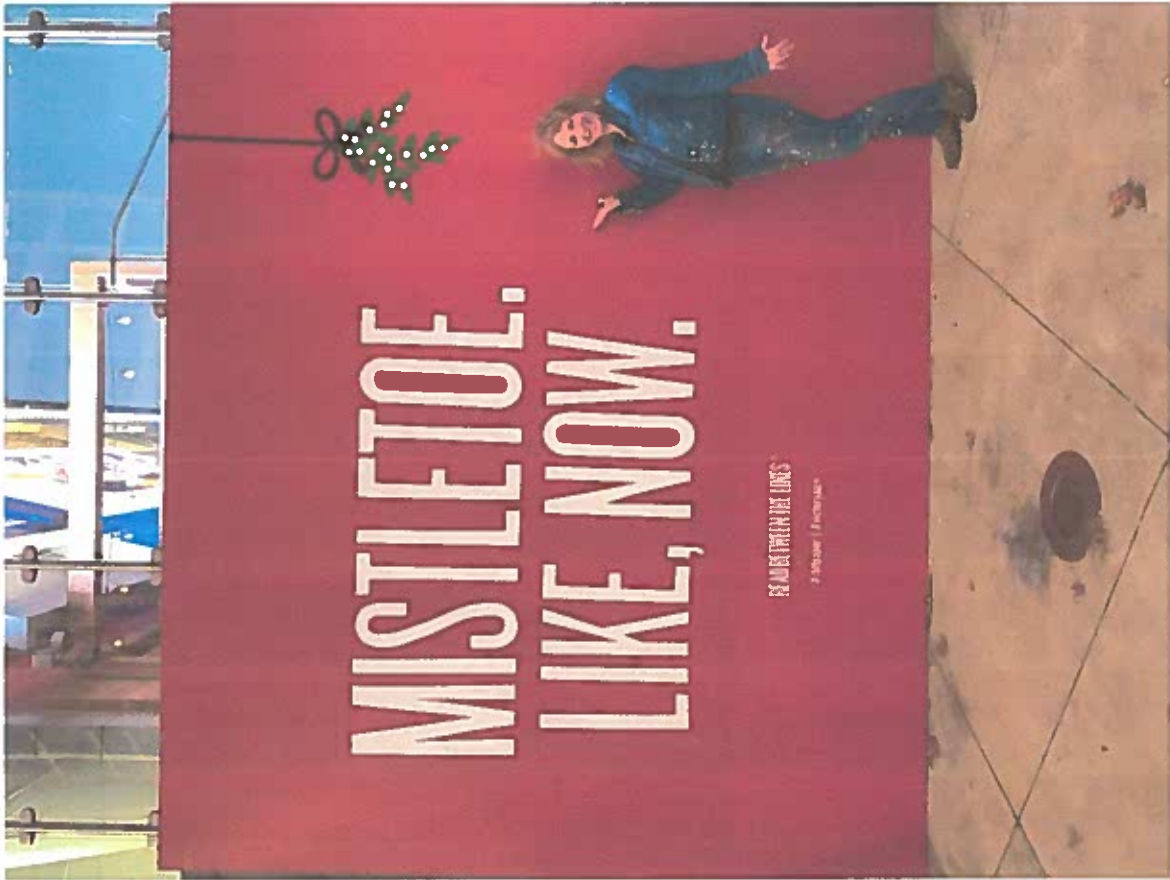
Sherry Trusty Muller Middle School, Blythewood, SC



Sherry Trusty E.L. Wright Middle School, Columbia, SC



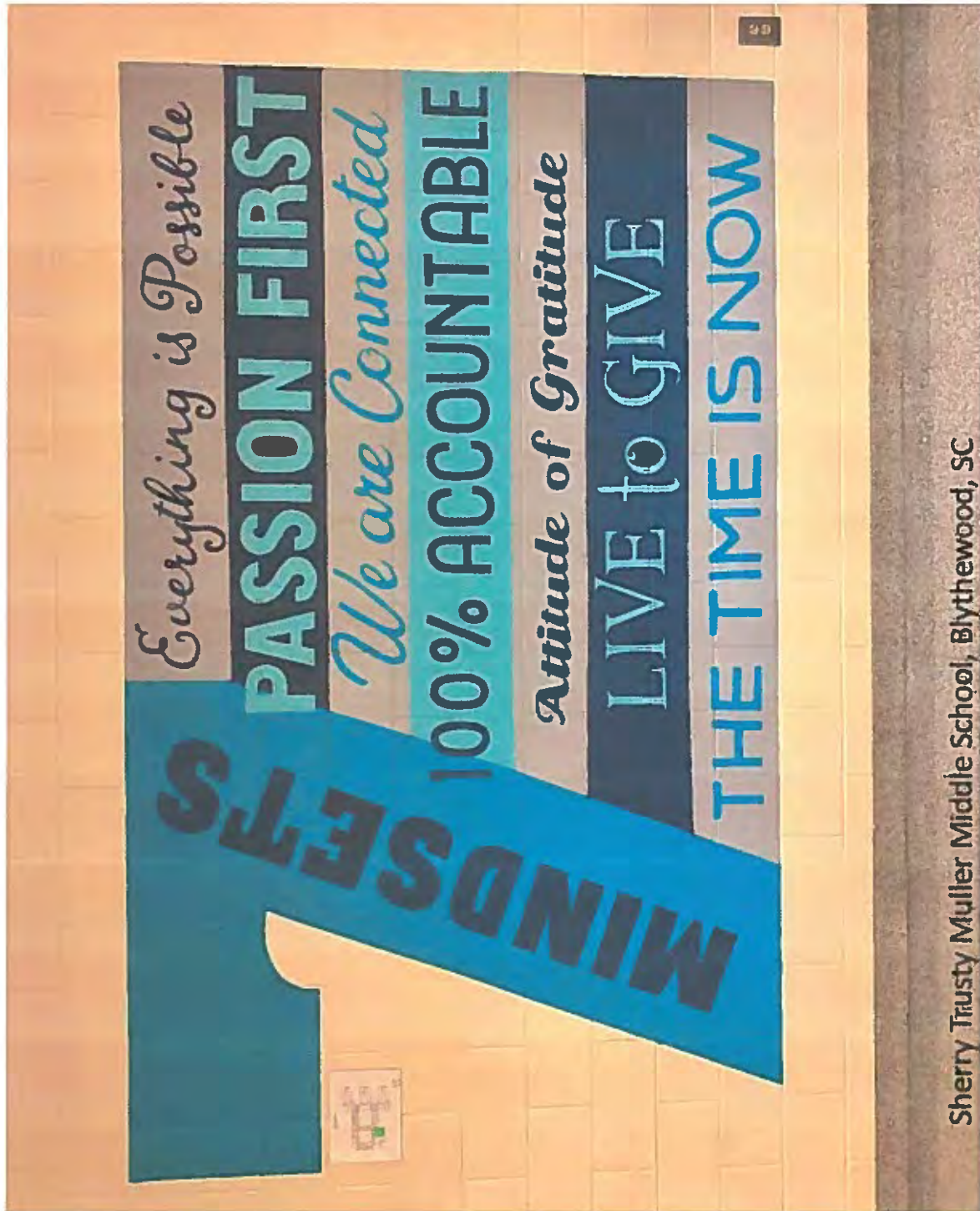
Sherry Trusty
Killian Elementary School



Sherry Trusty – Victory park mural
American Airlines Center



Sherry Trusty – Victory park mural
American Airlines Center



Sherry Trusty Muller Middle School, Blythewood, SC



Sherry Trusty
Jackson Creek Elementary School, Columbia, SC



Designed by Brent McMahan
Painted by Sherry Trusty



Brent McMahan



Brent McMahan



Brent McMahan



Brent McMahan



Brent McMahan



Brent McMahan

path studio

BUDGET

Long Walls and Center Columns

Long walls $14.5 \times 4\text{ft} \times 2 = 116 \text{ sq ft}$.

\$20 per foot

Center Columns $1.5 \times 4\text{ft} \times 10 = 60 \text{ sq ft}$

\$20 per foot

$176 \text{ sq feet} @ \$20 \text{ per foot} = \$3,520$

+\$3520

Players Concept

Square walls are $4 \times 4 = 16 \text{ sq feet}$ each

Base @ \$20 per sq ft = \$320

Plus illustration @ \$200 each

\$520 each

If all 12 of the north side were done

+\$6240

If all 10 on the south side were done

+\$5200

If all walls were done this way the cost
including the long walls and columns

\$14960

UMPIRE SIGNALS

Square walls are $4 \times 4 = 16 \text{ sq feet}$ each

Base @ \$20 per sq ft = \$320

Plus illustration @ \$100 each

\$420 each

If all 12 of the north side were done

+\$5040

If all 10 on the south side were done

+\$4200

If all walls were done this way the cost
including the long walls and columns

\$12760

path studio

ANIMATION CONCEPT

Square walls are $4 \times 4 = 16$ sq feet each

Base @ \$20 per sq ft = \$320

Plus illustration @ \$50 each

\$370 each

There are 5 panels on each side the south side so one animation on the south side would cost

+\$1850

Animation concept on both sides of the south side would cost

+\$3700

There are 6 panels on each side of the north side so one animation on the north side would cost

+\$2220

Animation concept on both sides of the north side would cost

+\$4440

If all of the 22 square walls were done in the animation concept plus the long walls and the columns the cost would be
\$11660

TEXAS BASEBALL TRIVIA CONCEPT

Square walls are $4 \times 4 = 16$ sq feet each

Base @ \$20 per sq ft = \$320

\$320 each

22 side walls plus the long walls and columns

\$10560

NOTE

Base cost at \$20 per sq ft includes the following:

Paint and supplies

Sealer for the mural

Travel expenses for both artist

Artist Stipend (includes design fee and production)

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/3/2020

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 Higginbotham Insurance Agency, Inc. 500 W. 13TH Street Fort Worth TX 76102		CONTACT NAME: Zachary Wallace	
		PHONE (A/C, No, Ext): 817-336-2155	
		FAX (A/C, No): 817-882-9284	
		E-MAIL ADDRESS: zwallace@higginbotham.net	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: The Hanover Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 466781298 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:			OHDA44585505	10/9/2019	10/9/2020	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 - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			OHDA44585505	10/9/2019	10/9/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			OHDA44585505	10/9/2019	10/9/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Misc. Professional-Claims Made Employees Practice Liability			OHDA44585505	10/9/2019	10/9/2020	Aggregate Limit Limit 1,000,000 25,000

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

CERTIFICATE HOLDER

CANCELLATION

Flower Mound IX /5028

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. 1431, 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.	OFFICE USE ONLY	
1 Name of person who has a business relationship with local governmental entity. PATHSTUDIO / BRENT McMANAN		
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. 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 21 MAR 2020 Date		

Adopted 06/29/2007

WE HAVE NO Conflict WITH Anyone



TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: July 20, 2020

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

ITEM: Consider approval of the purchase of Monoclor RCS Disinfectant Residual Management services from PSI Water Technologies, Inc., a sole source provider, for work associated with the Bruton-Orand Chlorination System project, in the amount of \$173,200.00; and authorization for the Mayor to execute on behalf of the Town.

BACKGROUND INFORMATION: This item includes the purchase and installation of a disinfectant residual management system and associated appurtenances to be used to manage residual disinfectant levels in the potable water system. The project is a FY2019-20 approved Capital Improvement Program project.

The Town entered into a Professional Services Agreement in February 2019 with Freese & Nichols, Inc. to evaluate sodium hypochlorite delivery options; develop documents for Texas Commission on Environmental Quality (TCEQ) plan and specification review, provide a TCEQ Exceptions request; and review and inspection of the equipment installation. As a result, it was determined that the Monoclor system was the only system currently available with a proven effective record of residual management. The purchase falls within the definition of a procurement that is available from only one source (Chapter 252 of the Local Government Code) and is exempt from competitive bidding requirements. This proprietary product is sold exclusively by UGSI Solutions, Inc.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$173,200.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$173,200.00	630-960-98847

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

Total project cost is \$300,000. Funding sources are:

- Other \$ 300,000

LEGAL REVIEW: James Donovan, of Taylor, Olson, Adkins, and Elam L.L.P, has reviewed the revised Terms and Conditions to be provided with the proposal as to form and legality.

ATTACHMENTS:

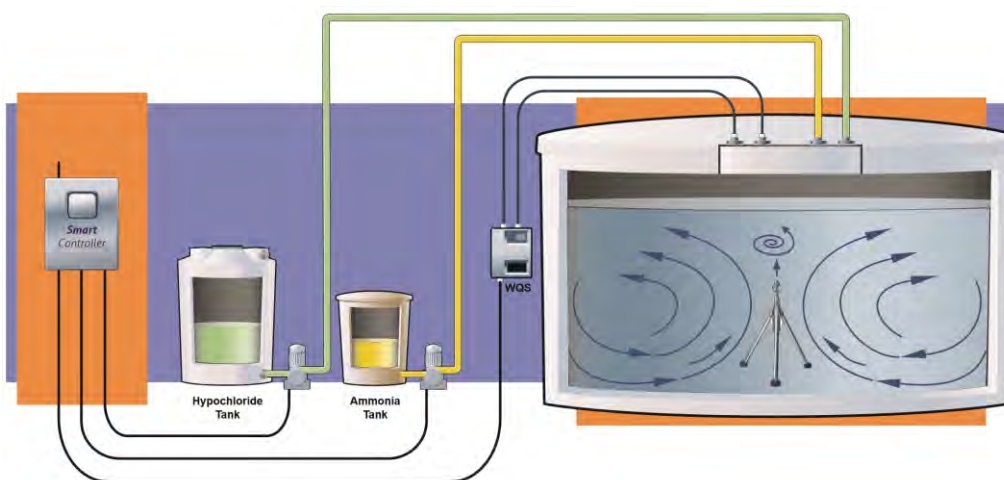
1. Equipment & Installation Proposal/Terms and Conditions
2. Sole Source Letter

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



FIRM PROPOSAL

MONOCLOR[®] RESIDUAL CONTROL SYSTEM FOR FLOWER MOUND, TX



PSI Water Technologies, Inc. File No.: P19-3920 Firm Rev1
CA Contractor's License: #877235

Prepared on: May 26, 2020

AUTHORIZED SALES REPRESENTATIVE

Environmental Improvements (EI2)

Joey Brown

517 North Kealy

Lewisville, TX 75057

T: (972) 436-2536

Email: jbrown@ei2dallas.com



TABLE OF CONTENTS

Cover Letter

Section 1: Scope of Supply

Section 2: Proposal Acceptance

IMPORTANT NOTICE: All the information in this Proposal is confidential and has been prepared for Buyer's use solely in considering the purchase of the Equipment described. Transmission of all or any part of this Proposal to others or use by Buyer for other purposes is unauthorized without Seller's advance written consent.



May 26, 2020

Steve Allen
Utility Service Manager at Flower Mound, TX

Re: Monoclor® Residual Control System for Flower Mound, TX
PSI Water Technologies, Inc. File No.: P19-3920 Firm Rev1

Dear Steve,

Thank you for your interest in PSI Water Technologies, Inc. (PSI), a UGSI Solutions company. We have prepared this firm proposal for providing a Monoclor® Residual Control System (RCS) for 2MG Bruton Orand EST. Our proposal is based on the following design criteria:

Design Criteria

Reservoir Diameter, ft	88
Reservoir Height, ft	59
Riser Height, ft	80
Reservoir LWL, ft	15
Reservoir Volume, MG	2
PWM400 mixer installed	Yes (bracket-mount)
Room Height, ft	8.5

Chemical Production / Pumping	
Design Parameter	Monoclor®RCS
Peak Daily Reservoir Turnover, MGD	4
Typical Desired Chlorine Residual (Leaving EST), mg/L	3.25
Desired Chlorine Residual Range (Leaving EST), mg/L	3 - 4
Peak Chlorine Dose, mg/L	1.75
Peak Chlorine Demand, ppd	58

System Features & Advantages

The Monoclor® RCS is an intelligent, automated disinfectant boosting system that gives operators the ability to set and control residual levels in water storage tanks and key locations in the distribution system. The Monoclor® RCS utilizes advanced water quality sensors, powerful active mixing, an automated chemical feed system, and advanced control algorithm to set and maintain residual levels in water storage tanks and distribution system. The Monoclor® RCS has been tested and validated through extensive laboratory testing and full-scale installations at several utilities over the last 5 years.

Our Monoclor® RCS consists of all equipment essential for a complete system, including:

1. Accurate chemical dosing at the correct ratio
2. Proper mixing to ensure a homogenous water body that will not stratify
3. High energy mixing that ensures instantaneous reaction of introduced chemicals



4. Real-time monitoring and control logic to maintain or achieve equilibrium by responding to dynamic reservoir conditions

The Monoclor® RCS enables operators to:

1. Set and maintain consistent disinfectant levels in storage tanks and key locations in the distribution system
2. Continuously blend disinfectant residual and eliminates thermal and chemical stratification
3. Eliminate costly and labor-intensive manual boosting
4. Quickly counteract adverse water quality changes, such as low residual
5. Optimize and balance disinfectant levels across a water distribution system

A detailed scope of supply and the firm price for the complete system is listed in Section 1 of this proposal. All pricing is based on our standard system, as outlined in our equipment specifications (available upon request). Our scope of supply follows in Section 1 and our proposal acceptance in Section 2.

We look forward to working with you on this project. If we can be of any further assistance, please do not hesitate to contact our sales representative, Joey Brown at Environmental Improvements (EI2), or me at (281) 636-6129

Sincerely,

John Koch
Regional Sales Manager

Cc: David Shekhtman, PSI Water Technologies, Inc.
Ivan Hartanto, PSI Water Technologies, Inc.



SECTION 1

SCOPE OF SUPPLY

- A. Scope of Supply by PSI
- B. Scope of Work by Others
- C. Clarifications
- D. Delivery



A. SCOPE OF SUPPLY BY PSI – MONOCLOR® RCS

The following equipment and services are included in our scope of work. All equipment will be manufactured in accordance with our standard equipment.

<u>No</u>	<u>Item Description</u>	<u>Qty.</u>
1.	PWM600 Mixer Wet Assembly , including: - Stainless steel 316 impeller designed to mix up to 8 million gallons of water - Passivated to minimize corrosion - The ability to function continuously regardless of tank cycles 230V three phase 3 HP water-cooled motor provided by the PAX Control Center	1
2.	Mixer Control Center Dry Assembly with SCADA Compatibility , including: NEMA 4 Enclosure: - Lockable and weather resistant - Overall weight of control center 70 lbs. - Operating temperature range -4 °F to 129 °F (-20 °C to 55 °C) - Green and Red LED Indicator lights to display motor status - White LED Indicator light to display power - Cooling fan Motor Controller/VFD: - Allen Bradley 230VAC single phase, rated to 3.0 HP - HOA Switches - Manual speed control - Thermal shut-off protection built-in - Current overload protection built-in 300mA trip level GFCI - Sine filter - Branch-circuit protection SCADA outputs included: - Digital Output signal indicating motor running - Digital Output signal indicating fault - Digital Input/Output signal for remote motor on/off - RS-485 or Dry Contact connections 4-20mA signal	1
3.	Cable 130 ft. , including: Flat-jacketed 4 conductor	1



<u>No</u>	<u>Item Description</u>	<u>Qty.</u>
4.	Bracket Assembly, PWM600 , including: ▪ Stainless steel 316 legs ▪ Chlorine/chloramine resistant rubber isolation pad	1
5.	Tank Penetration Accessories ▪ Stainless steel strain relief for 4 wire flat-jacketed cable	1
6.	Fittings Box, IOB1000 ▪ Strain relief for mixer power cable and chemical lines to be installed on the roof of the EST.	1
7.	Smart Control Center, SCC1000 ▪ Allen-Bradley MicroLogix 1400 Programmable Logic Controller (PLC) ▪ Magelis DT351 7.4" HMI: Color LCD touch screen ▪ Communication: Ethernet based access to HMI software from computer or smartphone within same network ▪ Remote Monitoring Telemetry ▪ Water Quality Station Communication: Two wire twisted cable ▪ Chemical Dosing Controller: RS-485 port for chemical feed system communications ▪ SCADA: Modbus TCP/IP standard, analog output available if necessary ▪ Panel – Mounted Disconnect Switch ▪ Enclosure: Equal to or greater than Type 4 rating	1
8.	Submersible Level Transmitter	2
9.	Chemical Feed System – Chlorine ▪ Skid: Black polypropylene ▪ Pump: Grundfos DDA Diaphragm Pump, 15.8 GPH @ 100 PSI ▪ Piping: PVC schedule 80 ▪ Secondary Containment: 9 gallons secondary containment ▪ Controller - Input/Output: 4 digital inputs, 2 digital outputs, 2 analog inputs, 1 analog output ▪ Controller - Communication: Modbus RS-485 with Smart Control Center ▪ Controller - Pump Control Option: Digital relay, analog (4-20 mA), power switch ▪ Accessories: - o Calibration Column - o Pressure Relief Valve - o Backpressure Valve - o Wye Strainer - o Back Pressure Regulator	1



<u>No</u>	<u>Item Description</u>	<u>Qty.</u>
10.	Hypochlorite Storage Tank and Containment, including	1
	▪ 525-gal ProChem Single Wall Vertical Tank with 2" fill connection assembly ▪ 2" drain connection flush with bottom of tank (for chemical feed pump) ▪ 3" vent at top of tank. ▪ 825-gal ProChem Containment Basin ▪ FRP Stand [51"x51"x24"]	
11.	Chemical Feed System - Ammonia, ASP	1
	▪ Skid: Black polypropylene ▪ Pump: Grundfos DDA Diaphragm Pump, 4.5 GPH @ 100 PSI ▪ Piping: PVC schedule 80 ▪ Secondary Containment: 9 gallons secondary containment ▪ Controller - Input/Output: 4 digital inputs, 2 digital outputs, 2 analog inputs, 1 analog output ▪ Controller - Communication: Modbus RS-485 with Smart Control Center ▪ Controller - Pump Control Option: Digital relay, analog (4-20 mA), power switch ▪ Accessories: - o Calibration Column - o Pressure Relief Valve - o Backpressure Valve - o Wye Strainer - o Back Pressure Regulator	
12.	Low Profile Containment for LAS drums	1
13.	Water Quality Station, WQS1000	1
	▪ Water Connection: 3/8" Push-connect ▪ Sampling Flow Rate: 10 GPH ▪ Connectivity: Modbus RS485 Connection ▪ Data Logging: Real-time DAQ on USB flash drive ▪ Measurement - Total Chlorine: Dual Amperometric reagent less online sensor, 0-10 PPM measuring range, 0.01 PPM resolution ▪ Measurement - ORP Sensor (Platinum Extended Tip) ▪ Measurement - Temperature: 32-212° F measuring range, 0.1° F resolution ▪ Measurement - pH: 0-14 measuring range, 0.01 resolution ▪ Measurement - Water Level (optional): pressure transducer, resolution of 1% maximum scale ▪ Enclosure: Equal to or greater than Type 3R rating	



<u>No</u>	<u>Item Description</u>	<u>Qty.</u>
14.	Manufacturer's Services for Installation Assistance, Installation Inspection, System Start-Up, and Operator Training	Included
15.	Submittal and Operation & Maintenance Manual as Follows	Included
	▪ Submittal: Sent Electronically ▪ O&M Manual: Sent Electronically.	
	FIRM PRICE [ITEMS 1-15]	\$136,800
	FIRM PRICE [ITEMS 1-15] IF EXISTING PWM400 WITH CONTROL CENTER IS RETURNED	\$122,100

The following installation service is included in our scope of work.

<u>No</u>	<u>Item Description</u>	<u>Qty.</u>
16.	RCS System Installation, including:	Included
	▪ Installation of Water Quality Station (WQS), Smart Control Center (SCC), chemical feed skids, chemical storage tanks, and PAX Mixer Control Center inside the tank base (including concrete sidewall, floor and tank sidewall penetrations). ▪ Removal of existing mixer and controller ▪ WQS sample tap installation i.e. penetration, welding, coating touchup. ▪ Installation of emergency upright eyewash/shower (pedestal type) including plumbing. ▪ Installation materials (conduit, fittings, tubing, wiring, WQS fittings, mounting hardware, emergency shower & plumbing. ▪ Drain connection for sample stream from the WQS (10 GPH).	
	FIRM PRICE [ITEM 16]	\$51,100



B. SCOPE OF WORK BY OTHERS

1. LAS storage tank.
2. Heat tracing and insulation for chemical storage tanks, if required.
3. Electrical power and wiring runs/connection to Mixer (240VAC/1Phase/50-60Hz with 20A circuit breaker) Smart Control Center (100-120VAC/1Phase/60Hz with 10A circuit breaker), Water Quality Station (100-120VAC/1Phase/50-60Hz with 10A circuit breaker) and Chemical Feed Skids (100-120VAC/1Phase/50-60Hz with 15A circuit breaker).
4. 12.5% Sodium Hypochlorite supply.
5. 40% Liquid Ammonium Sulfate supply.
6. All civil works and concrete pad for equipment.
7. Any structural work.
8. Tank Disinfection.
9. Design and supply of seismic restraints, if required.
10. Any tank recoating services, labor, or parts.
11. Any tank cleaning or repair.
12. Any tank vent modifications.
13. Hatch opening size or location modifications.
14. Heat tracing and insulation of all interconnecting equipment, if required.
15. Room ventilation, air conditioning, or lighting.
16. SCADA integration.
17. Record Drawings.
18. Structural calculations.
19. Videotaping.
20. All taxes, fees, lien waivers, bonds and licenses.
21. Permitting, licensing or regulatory approval.
22. Any items not explicitly listed under Scope of Supply by PSI Water Technologies, Inc.



C. CLARIFICATIONS

1. **PAX PWM400 mixer is already installed in the tank and will be replaced with PWM600.**
2. **Sample water flow is 10 GPH. The sample water is assumed to be gravity fed to the Water Quality Station and then routed to a nearby drain.**
3. A shed or enclosure is not included in the proposal.
4. Reservoir Low Water Level should be 4' above the PAX Mixer for the mixer to function properly.
5. PSI recommends adding secondary containment to Hypochlorite and Ammonia chemical feed lines. When possible trenching these lines underground would be optimal.
6. The performance of the Monoclor® RCS design reported in this document is dependent on the tank operations data provided in the design criteria and may vary significantly under different operating conditions and/or scenarios.
7. PSI requires a minimum of two (2) weeks notification prior to performing onsite installation inspection, system start-up and training. PSI will work with you to attempt to accommodate your scheduling needs.
8. Do not mix hypochlorite and ammonia as toxic vapors will be produced.

D. DELIVERY

- | | |
|-----------------------|---|
| ▪ Submittal: | 3 - 4 Weeks After Receipt of Fully Executed Order |
| ▪ Equipment Shipment: | 5 - 6 Weeks After Approval of Submittals |



SECTION 2

PROPOSAL ACCEPTANCE



PSI Water Technologies

A UGSI SOLUTIONS COMPANY

Monoclor® Residual Control System

PSI Water Technologies, Inc. File No.: P19-3920 Firm Rev1

- 1) PSI Water Technologies, Inc. (Seller) proposes to furnish the equipment described in this proposal. Any items not shown above as detailed under "SCOPE OF SUPPLY BY PSI" are EXCLUDED. In addition:
 - a. Seller's price will be held valid for a period of 90 days from the date of this proposal ("Proposal Date"). Seller shall have the right to reprice this proposal if the Buyer's order is received more than 90 days beyond the Proposal Date or delivery more than 365 days after commercial agreement.
 - b. Prices are in US Dollars.
 - c. Local or state taxes are not included in this proposal.
- 2) This proposal by Seller is contingent upon: (i) Seller's written acceptance of the signed proposal, a purchase order, or other document issued by the Buyer in response to this proposal; and (ii) Buyer's assent to the terms and conditions agreed for this project provided in separate document titled 'TOWN OF FLOWER MOUND
- 3) STANDARD TERMS & CONDITIONS FOR PURCHASE ORDERS, such terms to take precedence in the event of conflict with any other terms or documents incorporated into the contract arising out of this proposal unless otherwise agreed in a writing, signed by Seller; and (iii) satisfactory completion of an anti-corruption due diligence review, if applicable.
- 4) All of the information supplied by Seller in connection with this proposal (including drawings, designs and specifications) (the "Information") is confidential and/or proprietary and has been prepared for Buyer's use solely in evaluating the purchase of the equipment and/or services described herein. Transmission of all or any part of the Information to others, or use by Buyer for any purpose other than such evaluation, is expressly prohibited without Seller's prior written consent.
- 5) Please return a signed copy of this proposal or address and send your purchase order to:

PSI Water Technologies, Inc.
 550 Sycamore Drive
 Milpitas, CA 95035
 Attn: Guy Chadwell
 Phone: 408.819.3043
 Fax: 408.866.4660
 E-mail: gchadwell@ugsicorp.com

Thank you for your interest in PSI Water Technologies, Inc. We are committed to meeting your expectations.

Proposal Acceptance

An authorized signature indicates Buyer's acceptance of this proposal, including without limitation Seller's Terms and Conditions provided.

Company Name

Buyer's Name (printed)

Date

Buyer's Authorized Signature

Requested Arrival Date

Bill To Name: _____	Ship To Name: _____
Bill To Email: _____	Ship To Email: _____
Bill To Phone: _____	Ship To Phone: _____
Bill to Address: _____	Ship to Address: _____
_____ City State Zip	_____ City State Zip

**TOWN OF FLOWER MOUND
STANDARD TERMS & CONDITIONS FOR PURCHASE ORDERS
AS NEGOTIATED BETWEEN THE TOWN OF FLOWER MOUND
AND PSI WATER TECHNOLOGIES, INC.**

These terms and conditions apply to both goods and services except where limited to one or the other. The term "Seller" shall be deemed to include both a seller of goods or a contractor providing services. Unless otherwise specified in the contract, sections 1, 2, 3, 4, 5, 6, and 7 shall apply only to a solicitation to purchase goods and sections 13, 16, and 19 shall apply to a solicitation to purchase services.

1. **SELLER TO PACKAGE GOODS:** Seller will package goods in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Each shipping container shall be clearly and permanently packed as follows: (a) Seller's name and address; (b) Town's name, address and purchase order or purchase order release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The Town's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED:** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS:** The title and risk of loss of the goods shall not pass to the Town until the Town actually receives and takes possession of the goods at the point or points of delivery.
4. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** F.O.B. Destination, Town of Flower Mound, Texas with all delivery charges to be pre-paid by Seller, unless delivery terms are specified otherwise in bid. The Town assumes no liability for goods delivered in damaged or unacceptable conditions. The Seller shall handle all claims with carriers, and in case of damaged goods, shall ship replacement good immediately upon notification by Seller of damage. Town agrees to reimburse Seller for transportation costs in the amount specified in Seller's bid, or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs, provided Town shall have the right to designate what method of transportation shall be used to ship the goods.
5. **RIGHT OF INSPECTION AND REJECTION:** The Town expressly reserves all rights under law, including, but not limited to Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables at such time. If the Town has the right to inspect the Seller's or the Seller's subcontractors, facilities, or the deliverables at the Seller's, or the Subcontractor's premises, the Seller shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the Town to facilitate such inspection.
6. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and quantity. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may notify Town of his intention to cure and may then make a conforming tender within the contract time but not afterward.
7. **PLACE OF DELIVERY:** The place of delivery shall be that set forth on the purchase order. Any change thereto shall be effected by modification as provided for in Clause 25, "Modifications", hereof. The terms of this agreement are "no arrival, no sale".
8. **INVOICES AND PAYMENTS:** (a) Seller shall invoice 10% of the purchase price for materials upon approval of submittals, and the balance of 90% of such purchase price upon delivery of the materials to the jobsite. Seller shall invoice 50% of the purchase price for services upon completion of installation, and the remaining 50% of such purchase price upon successful startup. Seller shall submit separate invoices on each purchase order, hereafter referred to as "contract", after each such event. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight weigh bill when applicable, should be attached to the invoice. Mail to: Town of Flower Mound, Attn: Accounts Payable, 2121 Cross Timbers Road, Flower Mound, TX 75028 or email to accountspayable@flower-mound.com. Payment of the amount invoiced on delivery of materials shall not be due until the above instruments are submitted after delivery. Payment terms are Net 30 per the Texas Prompt Payment Act. Suppliers should keep the Accounts Payable Office advised of any changes in remittance addresses. (b) Town's obligation is payable only and solely from funds available for the purpose of the purchase. Failure of the Town to appropriate funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by Town. (c) Do not include Federal Excise, State or City Sales Tax. Town shall furnish tax exemption certificate upon request.
9. **GRATUITIES:** The Town may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Town that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of the Town of Flower Mound with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a

contract. In the event this contract is cancelled by Town pursuant to this provision, Town shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

10. **SPECIAL TOOLS AND TEST EQUIPMENT:** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Town and to the extent feasible shall be identified by the Seller as such.
11. **WARRANTY PRICE:** (a) The price to be paid by the Town shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Town may cancel this contract without liability to Seller for breach or Seller's actual expense. (b) The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty, the Town shall have the right, in addition to any other right or rights, to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
12. **WARRANTY PRODUCTS:** Seller warrants the PAX Mixer as set forth on the Warranty Attachment. Seller warrants that all other goods it furnishes (together with the PAX Mixer, the "Products", and individually, a "Product") will be free from defects in material and workmanship for 24 months from initial operation or 27 months from shipment, whichever is earlier (the "Warranty Period"). Seller's warranties are conditioned on (i) the Product being stored, installed, operated and maintained in accordance with Seller's instructions; (ii) no repairs, modifications or alterations being made to the Product other than by Seller or its authorized representatives; (iii) the Town providing prompt written notice of any warranty claims within the Warranty Period; (iv) Seller's verification of the claimed breach of warranty; and (v) at Seller's discretion, the Town either removing and shipping the Product or non-conforming part thereof to Seller, at the Town's expense, or the Town granting Seller access to the Product at all reasonable times and locations to assess the warranty claims. Seller's warranties do not apply to software and do not cover ordinary wear and tear.
13. **WARRANTY SERVICES:** Seller warrants that the services included in the Work (the "Services") will be performed in a workmanlike manner by properly trained and qualified employees, using due care and diligence and in accordance with standards generally prevailing in Seller's industry. Such warranty will continue for a period equal to twenty-four (24) months from the date of the Services. This warranty is conditioned upon Seller's verification of the claimed breach.
14. **WARRANTY PROCESS AND DISCLAIMER:** If the claimed breach of warranty is verified by Seller, then, as the sole and exclusive remedy therefor, (i) in the case of a breach of the Product warranty in Clause 12, at Seller's sole option Seller will either (a) repair the applicable Product or component free of charge, or (b) replace the applicable Product or component free of charge F.O.B. the Town's facility; and (ii) in the case of a breach of the service warranty of services in Clause 13, Seller will reperform the applicable services at Seller's own expense; in each case provided that the Town gives Seller access to the jobsite, information and equipment as required for Seller to verify the claimed breach and to implement the remedy. The warranty on repaired or replaced Products or component parts or reperfomed services is limited to the remainder of the original warranty period. The Town shall be responsible for (x) any labor required to gain access to the Product or component or so that Seller can assess the available remedies; and (y) in the case of breach of the Product warranty in Clause 12, all costs of installation of repaired or replacement Products or components.

THE WARRANTIES SET FORTH IN CLAUSES 12 AND 13 AND IN THE WARRANTY ATTACHMENT ARE INTENDED TO BE SELLER'S SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO THE PRODUCTS AND SELLER'S WARRANTIES ARE SUBJECT TO CLAUSE 44 BELOW. SELLER MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS AND SERVICES SUPPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE, OR ANY WARRANTIES THAT MIGHT ARISE FROM COURSE OF DEALING OR USAGE OF TRADE. NOTWITHSTANDING THE FOREGOING, IF IT IS ALLEGED OR DETERMINED THAT SELLER HAS MADE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION BY COURSE OF DEALING OR USAGE OF TRADE, SUCH OTHER WARRANTIES SHALL BE SUBJECT TO ALL THE CONDITIONS, LIMITATIONS AND PROCEDURES SET FORTH IN CLAUSES 12-14, THE WARRANTY ATTACHMENT, AND CLAUSE 44 BELOW.

15. **SAFETY WARRANTY:** Seller warrants that the product sold to Town shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Town may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Town will be at Seller's expense.
16. **NO WARRANTY BY TOWN AGAINST INFRINGEMENTS:** As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this contract will give rise to the rightful claim of any third person by way of infringement or the like. Town makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Town be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If seller is of the opinion that an infringement or the like will result, he will notify Town to this effect in writing within two weeks after the signing of this agreement. If Town does not receive notice and is subsequently held liable for the

infringement of the like, Seller will save Town harmless. If Seller, in good faith, ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Town will pay Seller the reasonable cost of his search as to infringements.

17. **STOPWORK NOTICE:** The Town may issue an immediate Stop Work Notice in the event the Seller is observed performing in a manner that is in violation of Federal, State, or Local guideline, or in a manner determined by the Town to be unsafe to either life or property. Upon notification, the Seller will cease all work until notified by the Town that the violation or unsafe condition has been corrected. The Seller shall be liable for all costs incurred by the Town as a result of the issuance of such Stop Work Notice.
18. **DEFAULT:** The Seller shall be in default under the Contract if the Seller (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance, or (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States, and if Seller fails, promptly after receipt of written notice from the Town, to promptly commence a cure and to pursue such cure to completion.
19. **CANCELLATION:** Town shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy and if Seller fails to cure such breach as provided in Clause 18. Such right of cancellation is in addition to and not in lieu of any other remedies which Town may have in law or equity.
20. **TERMINATION:** The performance of work under this order may be terminated in whole or in part by the Town in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Town set forth in Clause 19, herein.
21. **FRAUD:** Fraudulent statements by the Seller on any offer or in any report or deliverable required to be submitted by the Seller to the Town shall be grounds for termination of the Contract for cause by the Town and may result in legal action.
22. **FORCE MAJEURE:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability.
23. **ASSIGNMENT DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Town. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
24. **WAIVER:** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.
25. **MODIFICATIONS:** This contract may be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents. This shall include change orders.
26. **INTERPRETATION PAROLE EVIDENCE:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the agreement, the definition contained in the Code is to control.
27. **APPLICABLE LAW:** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract.
28. **ADVERTISING:** Seller 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.
29. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

30. **VENUE**: Both parties agree that venue for any litigation arising from this contract shall lie in Denton County, Texas.
31. **DISCLOSURE**: Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the Town of Flower Mound must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the Town. The conflict of interest questionnaire, which is available online at ethics.state.tx.us, must be filed with the Purchasing Division of the Town of Flower Mound no later than the 7th business day after the person or agent begins contract discussions or negotiations with the Town of Flower Mound or submits to the Town of Flower Mound, an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the Town of Flower Mound. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code.
- Seller should consult with legal counsel if there are questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the Town of Flower Mound to comply with the filing requirement of Chapter 176.
32. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: Any elected or appointed official which has any substantial interest, either direct or indirect, in any business entity seeking to contract with the Town, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body are also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Vernon's Texas Codes Annotated, Local Government Code, Chapter 171.
33. **ACCEPTANCE**: These General Terms and Conditions ("Terms and Conditions") govern all orders issued by the Town to the Seller identified on the order. Fulfillment of any part of an order, or any other conduct by Seller which recognizes the existence of an agreement pertaining to the subject matter of such order, shall constitute acceptance by the Seller of such order and all of the Terms and Conditions. The Terms and Conditions constitute the complete and exclusive statement of the terms and conditions between Seller and the Town. No revisions to this order of to the Terms and Conditions shall be valid unless made in writing and signed by an authorized representative of the Town.
34. **INSURANCE**: The Town of Flower Mound requires vendor(s) to carry the minimum insurance as required by the greater of the requirements contained in state laws or the insurance requirements contained in the contract documents.
35. **INDEMNITY**: The seller shall defend, indemnify and hold the Town of Flower Mound, its officers, agents and employees harmless from any and all costs, expenses, suits, demands, claims, liabilities, liens, encumbrances or damages, including attorneys' fees and costs of suit, of any character, name and description, incurred or resulting from any ~~personal injury or damages received or sustained by any person, persons or any damage to tangible property of third parties (but not to the Products themselves) to the extent caused by any intentional wrongful conduct or negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under this contract and the seller so agrees upon the submission of the bid. Seller's indemnification obligations under or in connection with the transaction contemplated hereby are contingent on the indemnified party (i) promptly providing written notice to Seller of any indemnified claim, and (ii) cooperating in the defense of any indemnified claim. Seller will have the sole authority to select counsel and otherwise control the defense of any indemnified claim. The seller shall deliver, if so requested by the Town of Flower Mound, a written release of all liens or other proper evidence of same, to the satisfaction of the Town prior to the issuance of final payment by the Town.~~
36. **PATENT RIGHTS**: Seller agrees to indemnify and hold harmless the Town of Flower Mound from any claim involving patent right infringement or copyright infringement on goods or services supplied to the Town.
37. **DISPUTE RESOLUTION**: If a dispute arises between the Town and a Seller, the parties will attempt to negotiate prior to prosecuting a suit for damages unless a suit is required to toll a statute of limitations. Such negotiations shall be instituted by either party sending the other a written statement stating the nature of the dispute and, if applicable, the amount of damages sought and a request for negotiation. Unless the parties are able to resolve their differences within thirty (30) days of the request for negotiation the matter may proceed to litigation. The parties may voluntarily agree to mediation, but such is not a condition precedent to litigation.
38. **SEVERABILITY**: In case any one or more of the provisions contained in these Terms and Conditions 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 these Terms and Conditions shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
39. **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.

40. **ADA COMPLIANCE:** All goods and services provided to the Town must be compliant with the Americans with Disabilities Act and any amendments thereto (the "ADA") and all regulations promulgated pursuant to the ADA. Seller will be required to certify compliance, if required under the law or otherwise required by the Town.
41. **PROTECTION OF RESIDENT WORKERS:** The Town actively supports the Immigrations and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only person who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Seller shall establish appropriate procedures and controls so no services under the contract will be performed by any worker who is not legally eligible to perform such services or employment. The Town reserves the right to audit Seller's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the contract. The audit will be at the Town's expense.
42. **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.
43. **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.
44. **LIMITATION OF LIABILITY:** EXCEPT AS PROVIDED IN THE FOLLOWING SENTENCE AND NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, (i) SELLER WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND (ii) SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE GOODS AND SERVICES TO BE FURNISHED WILL NOT EXCEED FIVE HUNDRED THOUSAND DOLLARS. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY BUT THE LIMITATION IN CLAUSE (ii) DOES NOT APPLY TO THIRD PARTY CLAIMS FOR PERSONAL INJURY OR DAMAGE TO TANGIBLE PROPERTY (EXCLUDING DAMAGE TO THE GOODS SUPPLIED THEMSELVES) TO THE EXTENT CAUSED BY SELLER'S INTENTIONAL MISCONDUCT OR NEGLIGENCE. THE REMEDIES SET FORTH IN THE AGREEMENT BETWEEN THE PARTIES ARE INTENDED TO CONSTITUTE A COMPLETE ALLOCATION OF THE RISKS BETWEEN THEM, AND THE TOWN ACKNOWLEDGES THAT IT IS KNOWINGLY LIMITING THE REMEDIES THAT MIGHT OTHERWISE BE AVAILABLE TO IT. BECAUSE SUCH AGREEMENT AND THE PRICE PAID REFLECT SUCH ALLOCATION, THE REMEDIES PROVIDED TO THE TOWN HEREUNDER WILL NOT HAVE FAILED OF THEIR ESSENTIAL PURPOSE EVEN IF THEY OPERATE TO BAR RECOVERY FOR CERTAIN DAMAGES THAT THE TOWN MAY INCUR.



May 4, 2020

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

RE: PSI Water Technologies, Inc.'s Residual Control Systems

Ladies and Gentlemen:

PSI Water Technologies, Inc. ("PSI") of Milpitas, California designs, manufactures and supplies technologies and systems to manage chemical residual levels in potable water storage tanks and reservoirs ("RCS Systems"). PSI's Residual Control Systems utilize proprietary algorithms to monitor and control the flow and quantity of chemical used for controlling disinfectant residuals in the tanks and reservoirs. These algorithms are covered by one or more patent applications filed by PSI and its sister company, PAX Water Technologies, Inc. (see www.psipatents.com and www.paxwaterpatents.com). PSI holds the exclusive rights to utilize the algorithms covered by the referenced patent applications and is the sole manufacturer of Residual Control Systems covered by one or more of the referenced patent applications.

Environmental Improvements, Inc. ("EI²") is PSI's exclusive independent representative for its Residual Control Systems in Texas. EI² possesses the technical expertise and service capability to provide residual control solutions to address its customers' water quality requirements.

If you have further questions, please contact John Koch, Regional Sales Manager, at 281-636-6129.

Sincerely,

Guy Chadwell

Vice President and General Manager

PSI Water Technologies, Inc.

550 Sycamore Drive
Milpitas, CA 95035
info@paxwater.com



TOWN COUNCIL AGENDA ITEM NO. 9

CONSENT ITEM

DATE: July 20, 2020

FROM: Jeff Garner, Director of Facilities Management

ITEM: Consider approval of Bid 2020-57-A, Custodial Supplies Services to Pollock Investments Inc., at the unit prices bid, in the estimated annual amount of \$100,000.00; and authorization for the Mayor to execute on behalf of the Town.

BACKGROUND INFORMATION: The Facilities Management Division oversees the custodial maintenance of all Town facilities. A competitive sealed proposal was issued to secure an annual fixed price for the purchase of custodial supplies. The Town received eight (8) proposals from various vendors. A committee from Facilities Management carefully evaluated the bids based upon a number of predetermined criteria. During the evaluation process, it was determined that based upon the number of items to be purchased, time involved with inventory control, and contract administration, it would be in the Towns' best interest to award the contract to a single vendor. After a detailed and thorough evaluation, the committee determined that Pollock Investments, Inc., provided the best value bid for the Town of Flower Mound.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: \$100,000.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$100,000.00	100-655-59200-5110

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Contract

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

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

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

15. TERMINATION OF CONTRACT. Town may terminate this contract upon ninety (90) days written notice to Contractor, except in the event (i) Contractor is in breach of this Contract or (ii) Contractor fails to comply with the terms of the pricing sheet & criteria. 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: Susan Ritchie / Katherine Narramore
 Title: Account Specialist
 Company Name: Pollock Investments Inc.
 Address: 1 Pollock Place
 City, State, Zip: Grand Prairie, TX 75050

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: Rita Inas
 Title: Account Specialist
 Date: 6/24/20

By: _____
 Mayor Steve Dixon
 Date: _____

**Town of Flower Mound, Texas
Bid Certification Form
RFP No. 2020-57-A Custodial Supplies**

Company Information

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

Company Name: Pollock Investments Inc.

Principal Place of Business Address: 1 Pollock Place

Principal Place of Business City, State, Zip: Grand Prairie, TX 75050

Principal Place of Business Phone Number: 972.337.3659

Principal Place of Business Fax Number: NA

Remittance Address (if different from above): PO Box 671527

Remittance City, State, Zip: Dallas, TX 75267

Tax Identification No: 75-1015406

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:

Rita Frias
Signature

4/14/20
Date

Rita Frias
Printed Name

Account Specialist
Title

SupportServices@pollock.com
Email Address

ATTACHMENT A
PROPOSAL PRICING FORM

No.	Description	Product Code	U/I	Estimated Annual Qty.	Proposed Product (if different than specified, list Mfg. & Product Code)	Unit Price	Extended Price
1	7-7/8"X800' Natural Roll Towel	320572	6/Case	36/cases		23.67	852.12
2	Sofpull Jr White Center-Pull Towel	320506	8/Case	180/cases		34.03	6,125.40
3	Smoke/Gray Jr Center-Pull Towel Dispenser	322695	1/Each	24/each		5.00	120.00
4	Select 2-Ply Perforated Paper Roll Towel	322057	30/Case	24/cases		25.63	615.12
5	Tork Premium 2-Ply Toilet Tissue	10067335	96/Case	540/case		55.38	29,905.20
6	Envision Rollsavr Jumbo Jr 2-Ply Toilet Tissue	10039072	8/Case	180/cases		20.83	3,749.40
7	17"X18" 6 Micron High Density Natural Can Liner	124300	12/Case	72/cases		14.09	1,014.48
8	24"X33" 6 Micron Black Roll Can Liner	128095	12/Case/ 2000roll	144/cases		18.36	2,643.84
9	40"X48" 16 Micron Natural High Density Can Liner	195306	12/Case/ 1000roll	144/cases		25.89	3,728.16
10	40"X53" 55 Gallon Black Can Liner	10100898	12/Case/ 250roll	144/cases		23.46	3,378.24

11	28 Quart Black Rectangular Wastebasket	10097209	1/Each	144/each		4.66	671.04
12	Untouchable 50 Gallon Gray Square Container	928533	1/Each	12/each		121.25	1,455
13	35 Gallon Large Gray Untouchable Lid	981540	1/Each	12/each		56.41	676.92
14	Blue 28 Quart We Recycle Wastebasket	10067109	1/Each	144/each		3.76	541.44
15	32 Ounce Antibacterial Kitchen Cleaner	10081822	12/Case	2/cases		no bid	no bid
16	Stride Citrus 1 Gallon All Purpose Cleaner	10113182	4/Case	48/cases		19.63	942.24
17	1 gallon Glass Cleaner	10079765	4/Case	24/cases		20.86	500.64
18	Graffiti And Spray Paint Remover	992651	6/Case	2/cases		59.90	119.80
19	Lemon Oil Furniture Polish Aerosol	10079774	12/Case	24/cases		42.77	1,026.48
20	Stainless Steel Cleaner	10079999	12/Case	24/cases		41.62	998.88
21	5 Gallon Floor Stripper	10079809	1/Pail	64/pails		53.68	3,435.52
22	Scotchgard Stone Floor Protector	10067476	2/Case	4/pails		282.40	1,129.60
23	High Gloss 5 Gallon 18% Floor Finish	10079816	1/Pail	64/pails		54.84	3,509.76
24	Gum Remover	10079778	12/Case	2/cases		39.16	78.32
25	Carpet Shampoo Soil Remover	10079802	4/Case	48/cases		45.23	2,171.04
26	Concentrated Carpet Extraction Cleaner	10079805	4/Case	48/cases		42.64	2,046.72
27	Clorox Total 360 Disinfectant Cleaner	10136544	4/Case	24/cases		86.72	2,081.28

28	1 Gallon Lemon Disinfectant Detergent	10079753	4/Case	48/cases		10.42	500.16
29	Mop Q 1 Gallon Disinfectant Cleaner	10079755	4/Case	15/cases		34.36	515.40
30	1 Quart Acid-Free Disinfectant	10079731	12/Case	48/cases		17.41	835.68
31	Disinfectant Bowl Cleaner	10079727	12/Case	48/cases		18.20	873.60
32	Tilex Soap Scum Remover	925695	9/Case	36/cases		35.97	1,294.92
33	1 Quart Non-Acid Creme Cleanser	10079734	12/Case	24/cases		30.70	736.80
34	TimeMist 9000 Clean & Fresh Metered Air Freshener	10069003	4/Case	48/cases		34.34	1,648.32
35	Refresh 2.0 Springtime Gel Air Freshener	10126618	12 Box/12case	36/cases		143.95	5,182.20
36	White Refresh Gel Air Freshener Dispenser	10101289	1/Each	24/each		10.81	259.44
37	32 Ounce Clorox Urine Remover	10100965	9/Case	2/cases		38.49	76.98
38	14 Ounce Odor Defense Air-Fabric Aero	10135922	12/Case	70/cases		47.14	3,299.80
39	Urinal Screen With Non-Para Block	938193	12/Case	70/cases		13.34	933.80
40	Cascade 75 Ounce Dishwasher Detergent	10104077	7/Case	84/cases		50.83	4,269.72
41	Dawn Regular Scent Liquid Dishwashing Detergent	10100000	4/Case	84/cases		58.18	4,887.12
42	S.O.S. Instant Soap Pad	997718	12/Case	2/cases		35.11	70.22

43	Depo Premier 40 Pound Laundry Detergent	923284	1/Pail	6/pails		16.76	100.56
44	50 Ounce Tide Liquid 2X Ultra Detergent	10062118	6/Case	125/cases		48.43	6,053.75
45	Downy 64 Ounce Fabric Softener	925505	8/Case	36/cases		26.55	955.80
46	Bounce Fabric Softener Sheet	10047942	6/Case	72/cases		44.33	3,191.76
47	Kik Bleach6 Purebright 1 Gallon Bleach	10061103	6/Case	12/cases		19.86	238.32
48	800ml Purell Hand Sanitizer	927229	12/Case	48/cases		98.42	4,724.16
49	2 Liter Purell Instant Hand Sanitizer	10043891	4/Case	48/cases		81.36	3,905.28
50	Dial Complete 1 Liter Foam Soap	10067111	6/Case	144/cases		56.97	8,203.68
51	Dermapro Lotion Skin Cleaner	927285	12/Case	42/case		42.69	1,792.98
52	Lather & Klean Hair And Body Shampoo	995900	12/Case	42/case		47.04	1,975.68
53	1 Gallon Pumice Hand Soap	10079718	4/Case	42/case		72.25	3,034.50
54	4 Ounce Ivory Bar Soap	10110270	72/Case	42/case		47.19	1,981.98
55	Lavatory-Mounted 34 Ounce Soap Dispenser	300015	1/Each	36/each		38.24	1,376.64
56	Dermapro 800ml White Dispenser	945063	1/Each	36/each		12.86	462.96
57	1 Liter Smoke Foam Soap Dispenser	10079181	1/Each	36/each		7.37	265.32
58	Half-Fold Seat Cover	323777	2/Case	48/case		38.26	1836.48
59	Smoke 1/2 Fold Seat Cover Dispenser	936326	1/Each	12/each		8.68	104.16
60	Contura Stainless Steel	992809	1/Each	2/each		29.96	59.92

	Sanitary Napkin Receptacle						
61	Waxed Kraft Liner For 6140	982868	1/box	24/boxes		18.78	450.72
62	24 Ounce Cotton Cut End Mop Head	972046	1/Each	144/each		3.46	498.24
63	60" Wood Quick Change Handle	919383	1/Each	24/each		6.10	146.40
64	Large Blue Microfiber Tube Mop	10100442	1/Each	144/each		11.00	1,584
65	24" Blue Clinger Dust Mop	918030	1/Each	144/each		7.45	1,072.80
66	36" Blue Clinger Dust Mop	918026	1/Each	144/each		10.32	1,486.08
67	5"X60" Blue Dust Mop Head	912770	1/Each	144/each		17.45	2,512.80
68	36" Dust Mop Frame	919226	1/Each	48/each		3.36	161.28
69	60"X5" Dust Mop Frame	913189	1/Each	48/each		6.61	317.28
70	17" White Polishing Floor Pad	10099079	5/Case	12/each		9.45	113.40
71	Premiere Yellow And Green Scrub Sponge	962554	1/Each	720/each		12.74	9,172.80
72	Medium Duty Scrub Sponge	10099078	20/Case	24/cases		10.36	248.64
73	15/16"X60" Tapered Handle	991070	1/Each	24/each		24.67	592.08
74	Impact Toilet Bowl Mop	904168	1/Each	144/each		0.63	90.72
75	36" Curved Squeegee	10038841	1/Each	24/each		34.30	823.20
76	24 Ounce Spray Bottle With Graduations	941050	1/Each	144/each		0.46	66.24
77	32 Ounce Bottle With Graduation	10026328	1/Each	144/each		0.48	69.12
78	9-7/8" General Purpose Trigger Sprayer	944497	1/Each	144/each		.51	73.44
79	4'X6' Waterhog Eco Premium	10090196	1/Each	24/each		111.29	2,670.96

	Black Smoke Mat						
80	24"X30" Gray Walkclean Refill Pad	10073017	4/Case	12/each		198.56	2,382.72
81	Gray Walk-N-Clean Mat	10069948	1/Each	48/each		79.14	3,798.72
82	Rugged Black 1/2 Cubic Yard Tilt Truck	10059494	1/Each	6/each		311.14	1,866.84
83	3'X6' Mildew Resistant White Shower Curtain	191997	1/Each	144/each		9.99	1,438.56
84	6'X6' 10 Gauge White Shower Curtain	10007777	1/Each	144/each		10.46	1,506.24
85	Brawny Industrial Wiper Dispenser Box	10040038	5/Case	36/cases		36.38	1,309.68
86	Scrubs-In-A-Bucket Hand Cleaner	921655	6/Case	72/cases		67.50	4,860
87	X70 Wypall White Jumbo Towel	180775	1/roll	48/rolls		80.36	3,857.28
88	X80 Steel Blue Wypall Bragbox Wiper	180573	1/box	24/boxes		21.91	525.84
89	WypAll Jumbo Wall Mount Wiper Dispenser	10044851	1/Each	12/each		23.33	279.96
90	Purell Sanitizing Wipe Refill	10070025	6/Case	80/cases		91.18	7,294.40
91	Purell Sanitizing Wipes Dispenser	10058664	1/Each	12 each		61.83	741.96
92	Xpressnap 8-1/2"X13" Natural Dispenser Napkin	10038518	6000Case	1/case		54.40	54.40
93	Nestlé 1 Gallon Distilled Water	10126615	6/Case	12/case		10.57	126.84
94	Small Blue Powder-Free Latex Glove	10112057	10/case	120/case		49.80	5,976

95	Medium Blue Powder-Free Latex Glove	10112282	10/case	120/case		49.80	5,976
96	Medium Pro-Guard Powdered Latex Glove	10035979	10/case	120/case		56.00	6,720
97	Large Pro-Guard Powdered Latex Glove	10035980	10/case	120/case		56.00	6,720
98	Extra Large Pro-Guard Powdered Latex Glove	309572	10/case	120/case		56.00	6,720
99	Medium Blue Powder-Free Nitrile Glove	10104954	10/case	120/case		55.70	6,684
100	Respirator Mask With Nose Clip	10065082	1/Box	2 boxes		4.71	9.42
101	NON ACID BOWL CLR	425060	4/case	180/case	No bid	No bid	No bid

Attachment A References Worksheet

Please provide five (5) current (shows performed in the last three (3) years) references for same or similar services as the Town has specified in the RFP in the spaces provided below.

Company Name: Dallas ISD
Contact Name: Cedric James
Address: 1515 Ground Ave.
Dallas, TX 75215
Contact Phone: [REDACTED]
Contract Date: 1/26/2018 to 1/25/2021

Company Name: Arlington ISD
Contact Name: Jeff Thomas
Address: 1201 Colorado Ln
Arlington, TX 76013
Contact Phone: [REDACTED]
Contract Date: 7/1/2019 to 6/30/2020

Company Name: Collin County
Contact Name: Michalyn Rains
Address: 2300 Bloomdale
McKinney, TX 75071
Contact Phone: [REDACTED]
Contract Date: 8/1/2019 to 7/30/2020

Company Name: University of North Texas
Contact Name: Jenell Tepera
Address: 1155 Union Drive Denton, TX 76203
Contact Phone: [REDACTED]
Contract Date: 9/1/2017 to 8/31/2020

Company Name: _____
Contact Name: _____
Address: _____
Contact Phone: _____
Contract Date: _____



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
04/15/2020

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 Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: Los Angeles CertRequest@marsh.com CN102378557-Stand-GAWX-19-20	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No.): E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B : Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER C : Travelers Property Casualty Co. of America</td> <td>25674</td> </tr> <tr> <td>INSURER D : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ACE American Insurance Company	22667	INSURER B : Hartford Fire Insurance Company	19682	INSURER C : Travelers Property Casualty Co. of America	25674	INSURER D : N/A	N/A	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES	CERTIFICATE NUMBER: LOS-002472049-01	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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:		OGL G46662325	06/30/2019	06/30/2020	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMPIOP AGG \$ 5,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		7ZUENHA7810	06/30/2019	06/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Physical Damage \$ 1,000 EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	UB-6J407760-19-14-G	06/30/2019	06/30/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

CERTIFICATE HOLDER Town of Flower Mound Attn: Purchasing Division 2121 Cross Timbers Road Flower Mound, TX 75028	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services Dean Uyeda <i>Dean Uyeda</i>
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TOWN COUNCIL AGENDA ITEM NO. 10

CONSENT ITEM

DATE: July 20, 2020

FROM: Clay Riggs, PE, CFM, Assistant Director of Public Works

ITEM: Consider approval of a Professional Services Agreement with Kimley-Horn and Associates, Inc., for the drainage evaluation associated with the Range Wood Drive Drainage Improvements project, in the amount of \$67,500.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On June 23, 2020, multiple homes along Range Wood Drive flooded during the heavy rain event. Range Wood Drive has experienced flooding in the past, particularly in 2007, 2010, and 2018. The Town has made modifications to the drainage system, but the area is still experiencing flooding. After the June 23, 2020, event it became evident that a more extensive solution is needed to alleviate the flooding along Range Wood Drive.

The drainage evaluation includes evaluating the hydrologic and hydraulic conditions for the existing 66-inch reinforced concrete pipe that is located between Timber Creek (Bridlewood Golf Course) and Kings Road, preparing a technical memorandum, developing three project alternatives, and probable construction costs associated with the alternatives.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$67,500.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$67,500.00	610-590-98915

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 these documents.

ATTACHMENTS:

1. Professional Services Agreement

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
KIMLEY-HORN and ASSOCIATES, INC.**

This contract is entered into on this 20th day of July, 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 **Kimley-Horn and Associates, Inc.**, (“hereinafter referred to as “CONSULTANT”) whose address is 801 Cherry Street, Unit 11, Suite 1300, Fort Worth, TX 76102.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to evaluating hydrological and hydraulic conditions, determining solutions, and providing technical memorandum for the Range Wood Drainage Evaluation 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 Range Wood Drainage Evaluation 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 Sixty-Seven Thousand Five Hundred and No/100 Dollars (\$67,500.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

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

Each month CONSULTANT will submit to TOWN an invoice for supporting the percentage for which payment is sought by CONSULTANT during the previous month for which payment is sought. Each invoice shall also state the percentage of work completed on the Project, the total of the current invoice amount and a running total balance for the Project to date.

Assuming that TOWN agrees with the invoice, that TOWN has not determined any of the work to be unsatisfactory, or that TOWN otherwise does not dispute any of the

amounts billed, TOWN shall make payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted in compliance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251.

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

IV. Revisions of the Scope of Services

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

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

V. Term

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

VI. Contract Termination Provision

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

this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract.

VII.

Ownership of Documents

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

VIII.

Insurance

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

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

Town of Flower Mound
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:

Clay Riggs, PE, CFM
Assistant Director of Public Works
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6411 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:

Clay Riggs, PE, CFM
Assistant Director of Public Works
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6411 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:

Misty Christian, PE, CFM, CPSWQ
Kimley-Horn and Associates
801 Cherry Street, Unit 11, Suite 1300
Fort Worth, Texas 76102
817-900-8525 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:
Kimley-Horn and Associates, Inc.

By: Jeff James
 Name: Jeff James, PE
 Title: Senior Vice President

Date Signed: July 10, 2020

State of Texas §
 §
 County of TARRANT §

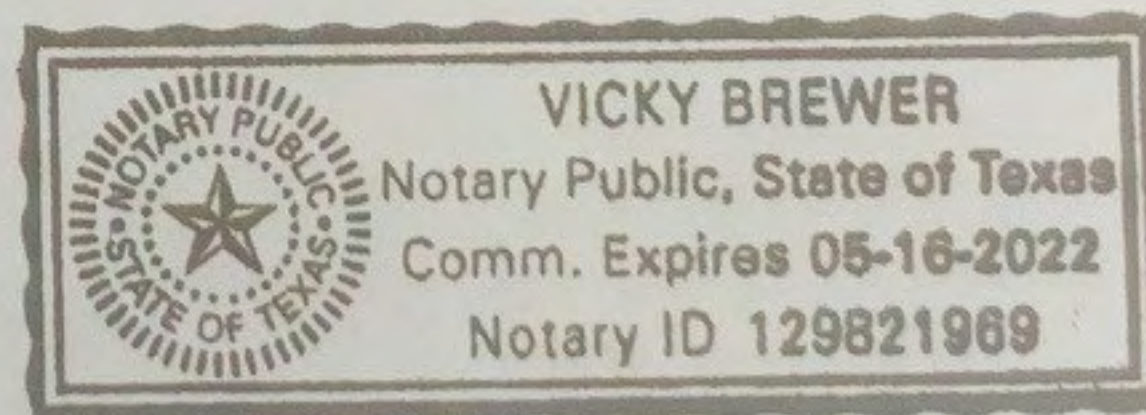
This instrument was acknowledged before me on the 10 day of July, 2020, by Jeff James in his capacity as Senior Vice President of Kimley-Horn and Associates, Inc., a PRIVATE Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of Kimley-Horn and Associates, Inc.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 10 DAY OF July, 2020.

Vicky Brewer
 Notary Public, State of Texas

My Commission Expires:

May 16, 2022



ATTACHMENT A

SCOPE OF SERVICES

PROJECT NAME: RANGE WOOD DRIVE DRAINAGE EVALUATION

PROJECT UNDERSTANDING

This project includes evaluating the existing hydrologic and hydraulic conditions for the existing 66-inch RCP that is located from Timber Creek to Range Wood Drive and Kings Road (project limits). In addition, the project will include evaluating up to two (2) alternatives to mitigate for flooding within this project area. A third alternative may be evaluated at the Town's direction.

More specifically, the project is anticipated to include the following:

- Hydrologic analysis of the subbasin (project limits) to Timber Creek
- Evaluation of alternatives to mitigate for the existing flooding
- Development of opinions of probable construction costs for the alternatives
- Preparation of a technical memorandum to summary the approach, assumptions, results and alternatives

SCOPE OF PROFESSIONAL SERVICES

TASK 1: GENERAL ITEMS, MEETINGS, DATA COLLECTION

- A. Record Research - Work with Town staff to obtain all available record drawings for the developments within the subbasin and associated storm water infrastructure projects within the subbasin. Preparation of a base map to summarize the information gathered from the record drawings. The base map will include LIDAR provided by the Town. No topographic survey will be obtained or used for this project.
- B. Kick-off Meeting - Conduct kick-off meeting with the Town to confirm the goals, schedule, and deliverables for the project.
- C. Concept Evaluation Review Meeting – Conduct meeting with Town to review the conceptual results and alternatives. Prepare meeting minutes following review meeting.
- D. Project Management – Prepare project schedule, conduct internal project meetings, prepare monthly invoices, and prepare project deliverables.

TASK 2: CONCEPT EVALUATION

The intent of the concept design is to perform a general evaluation of the existing 100-year hydrologic and hydraulic conditions for the project area and develop up to two (2) alternatives to mitigate for the flooding conditions. A third alternative may be evaluated at the Town's direction as part of Task 3. More specifically, the following subtasks will be performed:

Subtasks

1. Perform up to two (2) site visits to evaluate existing and proposed hydrologic, hydraulic and/or proposed alternatives. The Town will be responsible for obtaining access to the residential properties.
2. Develop a drainage area map for the project limits.
3. Develop hydrologic parameters for the drainage area and present in a tabular format which will be included in the hydrologic model.
4. Create a HEC-HMS model for the drainage area. The 100-year design storm using a frequency storm will be used.
5. Develop an existing hydrologic workmap for the project limits. The hydrologic workmap will match the HMS model.
6. Calibrate the HMS model and compare the modeling results with recorded storm events and high-water marks/water gauges. The model will also evaluate coincidental peaks (100-year vs 10 year) with Timber Creek vs this subbasin.
7. Determine ditch/swale/right of way capacities at relevant locations to establish the existing capacities and associated 100-year (or determined design storm event) inundation/spread limits. HEC-RAS or FlowMaster (method of analysis to be determined by the Consultant may be used for this determination.
8. Develop an existing condition hydraulic workmap summarizing the existing hydraulic results.
9. Meet with the Town to discuss up to two (2) alternatives to reduce the 100-year inundation limits within the project limits. The Town shall provide feedback on the preferred alternative. This meeting may need to occur through a virtual meeting.
10. Prepare up to two (2) exhibits showing the layout of the alternatives. If applicable, the proposed hydraulics will be shown on each alternative exhibit. Note the 100-year peak flow from the HMS model will be used as a 'known flow input' into a standard HGL spreadsheet to determine any closed pipe/box system hydraulics.
11. Prepare up to two (2) opinion of probable construction costs (OPCC)s
12. Prepare a technical memorandum summarizing the hydrologic and hydraulic assumptions, evaluations, approach, and results. The technical memorandum will include up to two (2) alternatives and OPCCs.

Deliverables

1. HEC-HMS Model and associated workmap exhibits (Drainage Area Map with parameters and results)
2. Hydraulic evaluation (method to be decided) and associated hydraulic map
3. Technical memorandum including a narrative with assumptions, approaches, evaluations, results, proposed alternatives, and associated OPCCs.

TASK 3: EVALUATE ONE ADDITIONAL ALTERNATIVE

This task is to evaluate one additional alternative to be discussed by the Town and the Consultant. The task may include performing the evaluation, preparation of exhibits, preparation of OPCC, etc. This Task shall be limited to 30 hours of effort. If this Task is to be used, a detailed scope will be developed and provided to the Town for review. Exceeding 30 hours of effort for this Task will be considered Additional Services and will require additional compensation.

TASK 4: PUBLIC MEETING

Prepare for and attend one public meeting that will be organized and scheduled by the Town. The Consultant will attend the meeting and bring deliverables prepared in Task 2 and Task 3 (if applicable) as needed based upon the available budget. This Task is limited to 20 hours of effort. Prior to the public meeting, a detailed scope and associated number of hours of effort will be discussed. Exceeding twenty (20) hours of effort for this Task will be considered Additional Services and will require additional compensation.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Assisting Town or contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by the Consultant on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the Town.
- Preparation of a 2D model
- Providing professional services associated with the discovery of any hazardous waste or materials in the project route.
- Providing presentations to the Town Council.
- Developing design/construction plans and/or bidding or contract documents.
- Providing additional documentation required by the Town's legal representative during condemnation proceedings.
- Providing any survey services.
- Providing any easement acquisition services.
- Preparing for and facilitating neighborhood meetings.
- Attending additional public meetings during the project.
- Providing professional services associated with the construction phase of the project.
- Preparation of any design level plans.
- Preparation of any geotechnical or structural plans or evaluations.
- Perform any SUE.
- Any services not listed in the Scope of Services.

ATTACHMENT B**COMPENSATION**

The Consultant will perform the services in Tasks 1 – 4 for the lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client, unless otherwise specified in the Scope-Attachment A.

TASK 1 – General Items, Meetings, Data Collection	\$7,000
TASK 2 – Concept Evaluation	\$50,500
TASK 3 – Evaluate One Additional Alternative	\$6,000
TASK 4 – Public Meeting	\$4,000
<u>TOTAL</u>	<u>\$67,500</u>

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Additional services will be negotiated at the time they are identified.



TOWN COUNCIL AGENDA ITEM NO. 11

CONSENT ITEM

DATE: July 20, 2020

FROM: Lexin Murphy, Director of Planning Services

ITEM: **Consider approval of a Professional Services Agreement with WSB & Associates, Inc., to provide consultant services regarding mixed-use developments; and authorization for the Mayor to execute same on behalf of the Town after approval of the contract terms by the Town Attorney.**

SUMMARY DATA: The Professional Services Agreement sets forth the services, and basis of compensation, for the review of the Furst Ranch mixed-use development application by WSB & Associates, Inc.

BACKGROUND INFORMATION: The Town's Mixed-Use ordinance, which was adopted in 2008, requires 3rd party review of mixed-use applications by an outside consulting firm in order to ensure the best interests of the Town are respected, and that the adopted code for the mixed-use development utilizes up-to-date planning concepts and innovative design strategies.

In December 2019, once the Town became aware that an application was being prepared for the area known as Furst Ranch, which is designated for mixed-use development on the western end of Flower Mound, staff issued a direct solicitation to seven qualified firms. Three proposals were submitted in response, and the Town interviewed and ultimately selected WSB & Associates, Inc. to fill the role of 3rd party reviewer for this project.

This agreement will authorize WSB & Associates, Inc. to provide consulting services for the identified Furst Ranch mixed-use development. The Town's regulations require that for each project, a scope and fee is to be developed by the Town's consultant, based on the size and complexity of the project. The agreed upon fee will be paid by the applicant; it is not expected that any Town funds will be extended as part of this review process.

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Professional Services Agreement

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

PROFESSIONAL SERVICES AGREEMENT
FOR
PROPOSED MIXED USE DEVELOPMENT REVIEW

STATE OF TEXAS §
 §
 COUNTY OF DENTON §

THIS PROFESSIONAL SERVICES AGREEMENT FOR PROPOSED MIXED USE DEVELOPMENT REVIEW (“CONTRACT”) is entered into on this ____ day of ____, 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 **WSB & ASSOCIATES, Inc. d/b/a WSB Engineers and Surveyors, Inc.**, a design and consulting firm (hereinafter referred to as “CONSULTANT”), whose address is 1221 South MoPac Expy, #355, Austin Texas 78746.

WHEREAS, Section 98-904 of the Town’s Code of Ordinances provides, in part, that a planning firm designated by the Town shall review all mixed use developments for compliance with Town’s regulations; and

WHEREAS, said Section further provides that mixed use project applicants “shall pay to the Town a fee to cover the expense of the mixed use development analysis” and that the “fee determination will be made by the Town after review of the complexity, size and location of the proposed development”; and

WHEREAS, the TOWN has received an application to develop Furst Ranch (PROJECT), under the Town’s Mixed Use Zoning District Regulations;

WHEREAS, the TOWN desires to obtain professional services to conduct the review under Section 98-904 from CONSULTANT for the anticipated PROJECT, which was the subject of a previous agreement between the TOWN and CONSULTANT; and

WHEREAS, the CONSULTANT is a professional planning firm qualified to provide such services and willing to undertake the performance of such services for the TOWN in exchange for fees hereinafter specified.

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 shall 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 urban design and planning professions, both public and

private, currently practicing in the same locality under similar conditions including but not limited to the exercise of reasonable, informed judgments and prompt, timely action. If CONSULTANT is representing that it has special expertise in one or more areas to be utilized in this CONTRACT, then CONSULTANT agrees to perform those special expertise services to the appropriate local, regional and national professional standards.

II.

Scope of Services

CONSULTANT shall perform such services as are necessary to review the PROJECT, including the tasks enumerated more fully in Attachment A hereto and entitled "Scope of Services." 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 an amount not to exceed _____. All tasks that have been authorized by the TOWN in writing shall be compensated at the hourly rate(s) established in Attachment A, subject to the agreed upon not-to-exceed dollar amount.

This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, including but not limited to additional services, trips, or expenses, must be approved in advance by TOWN in writing signed by the parties. Such additional expenses may be paid as incurred and billed to TOWN pursuant to this CONTRACT over and above the total payment amount identified in this provision. Any additional expenses or charges not approved in writing in advance by TOWN shall remain the sole responsibility of CONSULTANT.

Each month CONSULTANT will submit to TOWN an invoice for actual services performed by CONSULTANT during the previous month. Each invoice also shall state the hours billed or percentage of work completed on the Project through the then submitted billing period, the total of the current invoice amount and a running total balance for the Project to date. 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.

Within thirty (30) days of receipt of each such monthly invoice TOWN shall pay the invoice submitted by CONSULTANT. Failure to pay the invoice within thirty (30) days may constitute default.

Nothing contained in this CONTRACT shall require TOWN to pay for any work that is not performed and 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 to 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, including any reasonable and necessary expenses, 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 approval of the mixed use project applicant and/or Town Council and may be subject to the current budget year limitations.

V.

Term

This CONTRACT shall begin on the date that TOWN receives a formal mixed-use development application for the Project, following the mixed use project applicant's deposit of the fee amount for the PROJECT with the TOWN, and shall terminate when the TOWN has approved or taken other official action relative to the PROJECT, or otherwise terminates this CONTRACT as provided herein.

VI.

Contract Termination Provision

Notwithstanding any other provisions of this CONTRACT, this CONTRACT may be terminated at any time by TOWN for any 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 any way connected with this CONTRACT and shall proceed to promptly cancel all existing contracts insofar as they are related to this CONTRACT. TOWN shall pay CONSULTANT for any authorized work performed pursuant to this CONTRACT up to the date CONSULTANT is provided notice of said termination.

VII.

Ownership of Documents

All materials and documents prepared or assembled by CONSULTANT under this CONTRACT shall become the sole property of TOWN and shall be delivered to TOWN without restriction on future use. CONSULTANT may retain in its files, copies of all drawings, specifications and all other pertinent information for the work ("Work Products"). CONSULTANT may utilize all Work Products for any lawful purpose including, but not limited to, marketing to the extent only that such Work Products do not contain "Confidential Information," as defined in Section XVIII. TOWN acknowledges that all materials and documents prepared or assembled by CONSULTANT under this CONTRACT have been created solely for the specific project covered by this CONTRACT and may not be suitable for reuse on other projects. There will be no restriction on reuse of the materials and documents created and paid for under this CONTRACT, but reuse without the written verification or adaptation by CONSULTANT will be done at TOWN's sole risk and without liability to CONSULTANT.

If CONSULTANT uses any Work Products for marketing purposes, CONSULTANT must add the following statement to the face of the Work Products: "THE USE OR DISPLAY OF THIS ITEM IS NOT INTENDED TO BE NOR SHALL IT BE CONSIDERED, INTERPRETED, OR REPRESENTED TO BE AN ENDORSEMENT OF ANY PERSON, COMPANY, SERVICE, OR PROCESS BY TOWN." The statement must be in a bold type face as large as all other wording or writing but no less than 10 point in size. The statement must be plainly visible and legible when the Work Products are viewed in whatever medium presented.

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. 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" form provided that "tail coverage" or continuation coverage is provided as hereinafter required. The insurance requirements shall remain in effect throughout the term of this CONTRACT.

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 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; 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, covering but not limited to the indemnification provisions of this CONTRACT, fully insuring CONSULTANT's liability for injury to or death of employees of TOWN and 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 as hereinafter required. Limits of liability shall be \$1,000,000.00 per claim, \$1,000,000.00 annual aggregate.

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 twenty-four (24) months following completion of the CONTRACT. 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. TOWN shall be named as an additional insured on the Commercial General Liability policy, by using endorsement CG2026 or broader;
2. 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:

Tommy Dalton, Assistant Town Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
Email: tommy.dalton@flower-mound.com

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); and

C. CONSULTANT agrees to the following:

1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against TOWN, it being the intention that the insurance policies shall protect all parties to this CONTRACT and be primary coverage for all losses covered by the policies;
2. Companies issuing the insurance policies and CONSULTANT shall have no recourse against TOWN for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of CONSULTANT;
3. Approval, disapproval or failure to act by TOWN regarding any insurance supplied by CONSULTANT (or any subcontractors) shall not relieve CONSULTANT of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CONSULTANT from liability; and
4. No special payments shall be made for any insurance that the CONSULTANT and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

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

IX.
Right to Inspect Records

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

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

X.

Successors and Assigns

TOWN and CONSULTANT each bind themselves and their successors, executors, administrators and assigns to the other party to this CONTRACT and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this CONTRACT. Neither TOWN nor CONSULTANT shall assign or transfer its interest herein without the prior written consent of the other.

XI.

CONSULTANT's Liability

Acceptance of the final deliverables by 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.

CONSULTANT'S OBLIGATIONS TO TOWN UNDER THIS PROVISION SHALL BE LIMITED TO THE APPLICABLE INSURANCE COVERAGE(S) CONSULTANT IS REQUIRED TO PROVIDE IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS CONTRACT PLUS ANY DEDUCTIBLE AMOUNT(S) TO BE PAID BY CONSULTANT IN CONJUNCTION WITH SAID COVERAGE(S) FOR EACH OCCURRENCE GIVING RISE TO ANY SUCH LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION. IF, HOWEVER, CONSULTANT FAILS TO PURCHASE AND/OR MAINTAIN ONE OR MORE TYPES OF INSURANCE COVERAGE IN THE AMOUNT(S) REQUIRED BY THIS CONTRACT, CONSULTANT'S OBLIGATIONS TO TOWN UNDER THIS PROVISION SHALL IN NO WAY BE LIMITED.

TOWN AGREES, TO THE EXTENT ALLOWED BY LAW IN THE ABSENCE OF A DEDICATED SINKING FUND AND WITHOUT WAIVING ITS RIGHT TO ASSERT SOVEREIGN OR GOVERNMENTAL IMMUNITY, TO INDEMNIFY AND HOLD HARMLESS THE CONSULTANT, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND EXPENSES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY ARISING SOLELY FROM THE NEGLIGENT ACT, ERROR OR OMISSION OF TOWN, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM TOWN IS LEGALLY LIABLE, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY AN ACT OR OMISSION THAT GIVES RISE TO LIABILITY AGAINST TOWN PURSUANT TO TEXAS CIVIL PRACTICES & REMEDIES CODE § 101.001, *ET SEQ.*

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 respondent 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.
Conflict 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.

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.

XIX.
Mailing Address

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:

Mr. Tommy Dalton, Assistant Town Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028

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:

Ms. Erin Perdu, Director of Community Planning and Economic
Development
WSB & Associates, Inc.
1221 South MoPac Expy, #355
Austin, Texas 78746

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

XX.

Applicable Law

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

XXI.

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.

XXII.

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.

XXIII.

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.

XXIV.
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.

XXV.
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.

XXVI.
Venue

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.

XXVII.
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 OF FLOWER MOUND, TEXAS

By: _____
Steve Dixon, Mayor

Date Signed: _____

ATTEST:

Theresa Scott, Town Secretary

WSB & ASSOCIATES, INC.

By: _____
Erin Perdu, Director of Community Planning
and Economic Development

Date Signed: _____

ATTACHMENT A

SCOPE OF SERVICES

Attend and facilitate meetings; support and advise Staff, P&Z and Town Council in facilitating zoning discussions for the PROJECT including intersection of program, design and zoning to achieve value capture, as well as infrastructure strategies and phasing in terms of how zoning/design impacts ability to maximize ROI and tax base within the vision of TOWN. Utilize extensive experience and knowledge of market to support TOWN in zoning/designing for a financially successful, socially engaging, long-term sustainable project based on proven, best-practice development patterns for mixed use areas and revitalization sites tailored to both the North Texas market and Flower Mound community standards.

Components of Mixed Use Review:

- Drafting/Reviewing the Mixed Use Ordinance
- Review of Market Study
- Assistance with financing and land swap
- Assistance with development agreement
- Meetings:
 - o Virtual technical meetings
 - o In-person technical meetings
 - o In-person public meetings (Planning & Zoning or Town Council)
 - o Virtual community engagement
 - o In-person community engagement

Schedule of Fees, not to exceed \$_____:

Consultant's current fee schedule with hourly rates for personnel categories serving on this project is as follows:

Classification	Firm	Hourly Rate
Principal	WSB	\$205
Project Manager	WSB	\$185
Senior Advisor	WSB	\$225
Senior Planner	WSB	\$145-165
Planner	WSB	\$110-135
Traffic Engineer	WSB	\$185
Senior Advisor	FNI	\$240
Senior Planner	FNI	\$178
Landscape Architect	FNI	\$137
Planner	FNI	\$133



TOWN COUNCIL AGENDA ITEM NO. 12

REGULAR ITEM

DATE: July 20, 2020

FROM: Chuck Russell, Principal Planner

ITEM: Public Hearing to consider an ordinance amending the Master Plan (MPA19-0005 – Grace Park) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Low Density Residential Uses to Medium Density Residential Uses. The property is generally located south of Cross Timbers Road and east of Regency Park Court. (The Planning and Zoning Commission recommended denial by a vote of 6 to 0 at its June 8, 2020, meeting.) (The Town Council moved to postpone this item by a vote of 5 to 0 at its June 15, 2020, meeting.)



SUMMARY DATA:

- Size – 9.796 acres
- MPA Request – Change land use from Low Density Residential to Medium Density Residential
- SMARTGrowth – Passed
- Traffic Analysis – Passed

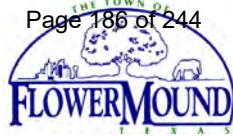
BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report
2. Draft Ordinance

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

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



PLANNING AND ZONING COMMISSION

AGENDA ITEM NO: 5

REGULAR ITEM

DATE: June 8, 2020

FROM: Chuck Russell, Principal Planner

ITEM: **Public Hearing to consider a request for a Master Plan Amendment (MPA19-0005 – Grace Park) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Low Density Residential uses to Medium Density Residential uses. The property is generally located south of Cross Timbers Road and east of Regency Park Court.**

I. ITEM SUMMARY

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

The project has a companion application, Zoning Planned Development (ZPD19-0013), for consideration on the same agenda.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The applicant is requesting a Master Plan Amendment to change the Land Use designation of the subject property from Low Density Residential to Medium Density Residential uses on approximately 9.796 acres of land. The proposed Master Plan Amendment would allow the applicant to proceed with the companion zoning application to develop the property with 27 medium density homes. The accompanying zoning application provides details about the proposed project and specific development standards for the subject site.

The Town's Master Plan defines Low Density Residential as "residential development, typically being single family detached residential development with minimum 15,000 square foot lots (nominally 1/3 acre) or greater". The requested Medium Density Residential designation is defined as "residential development, typically being single family detached residential development with minimum 10,000 square foot lots (nominally 1/4 acre) or greater." The property to the west, south and east is currently designated for Low Density Residential uses. The property to the north across Cross Timbers Road is designated for Medium Density Residential uses.

III. CORRESPONDENCE

The Town Code requires both public notice in a newspaper of general circulation (Denton Record Chronicle) and notification of the property owners within 200 feet of the subject property for all Master Plan Amendment requests. Project No. MPA19-0005 had a total of 49 Property Owner Notifications mailed. At the time this report was written, the Town had received 0 items of correspondence in support and 25 items of correspondence in opposition to the request. All written correspondence was sent directly to the Planning and Zoning Commission according to the new public communication process.

III. ATTACHMENTS

A. Background Information

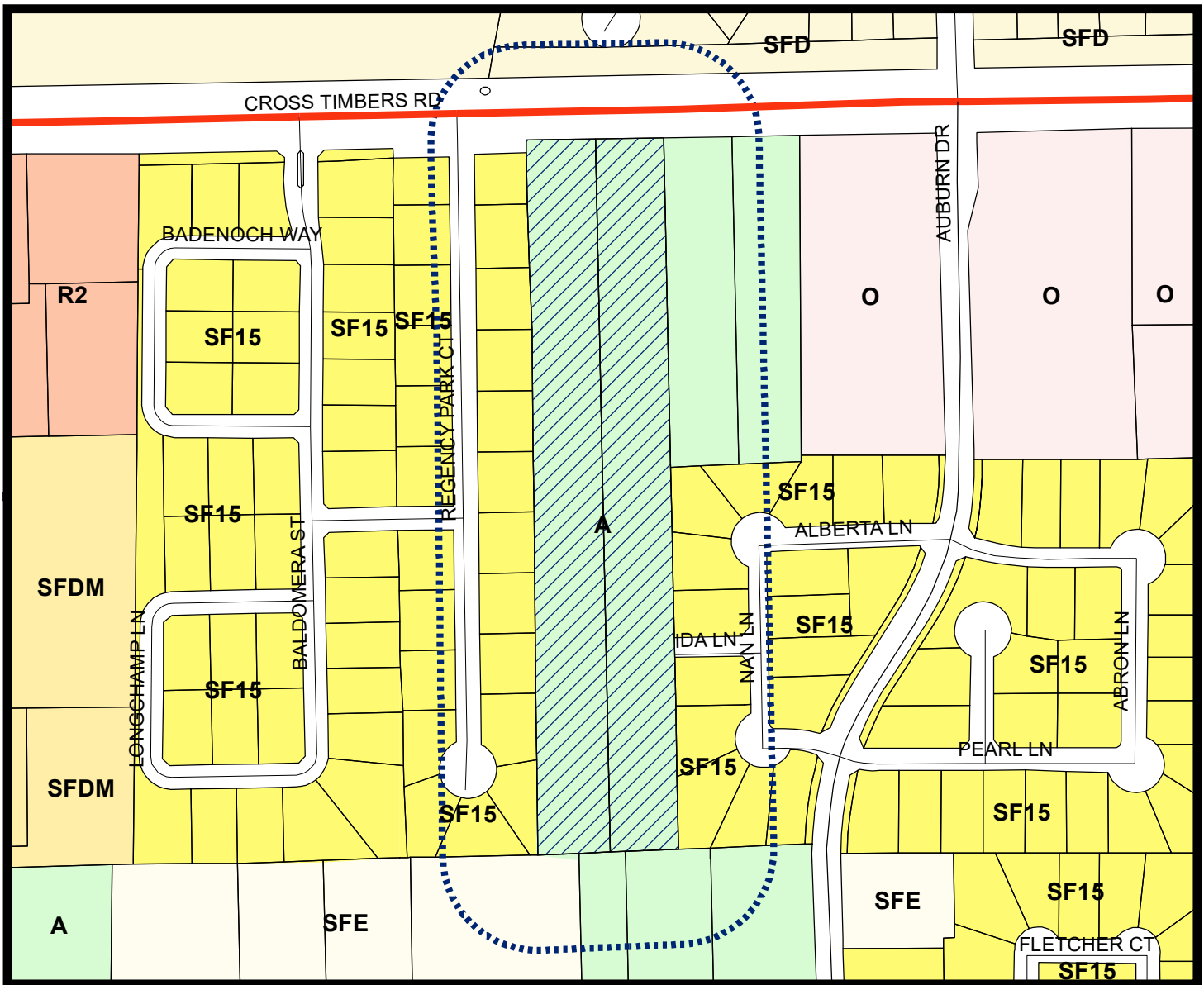
1. Vicinity Map
2. Letter of Intent

B. Application Details

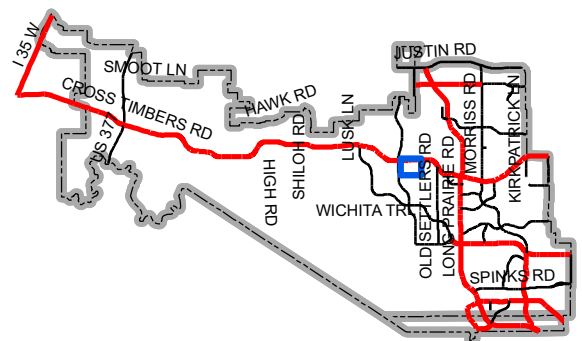
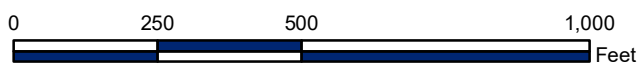
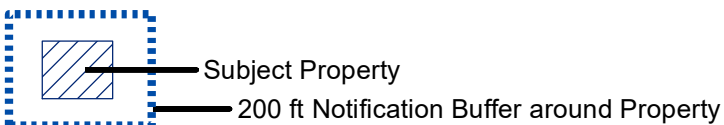
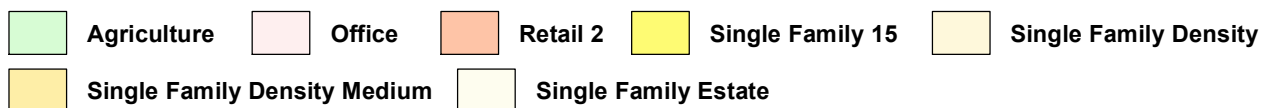
1. Master Plan Exhibit

Vicinity Map

Reference Project: MPA19-0005 & ZPD19-0013



LEGEND



Map Location



Rembert Enterprises, Inc.

3625 Bonanza Lane Flower Mound, TX 75022

February 4, 2020

Planning Division
2121 Cross Timbers Road
Flower Mound, TX 75028

RE: Grace Park (Community)
Flower Mound, Texas

To whom it may concern,

Please accept this as our formal Letter of Intent to describe the requested Master Plan Amendment and Zoning Planned Development.

The landowners purchased this property in 1963. The owners are elderly and have decided to sell and move to be assisted by family.

At our initial submittal in November 2019, the landowners were still residing on the property, but as of this new submittal, they have moved from the property for health reasons and to be assisted by family.

Our initial proposal was for High Density Residential. With our company's recent success with High Density Single Family communities with Open Space (i.e. Woodlake Estates and Tinley Park), we felt this In-fill site would accommodate another High Density Single Family Residential Community which will bring more affordable homes to the area. This decision was made after meeting with the residents of Regency Park I and Flower Mound Woods, where they raised concerns about lot count and lot sizes, we felt it best to forgo the High Density plan.

In October of 2019, we began the process of planning this +/- 9.796 acre tract of land near the Intersection of Regency Park Ct. and FM 1171 (also known as Cross Timbers Road, a public roadway), by meeting with the Town's Development Review Committee (DRC). This tract of land is an In-Fill Site surrounded by two (2) Low-Density Residential communities. This site has limitations, due to its size and shape. The site is approximately 286' wide X 1491' deep, with a 50' R.O.W being needed to access. The site is limited to 118' deep lots for a double loaded street, or 236' deep lots for a single loaded street. The 236' deep lots exceed the Town's ordinance width to depth ratio. Current land use (Low Density) front and rear yard setbacks (25' and 30' respectively), provide additional limitations on the site. Our

plan is to utilize the site's abnormal size to develop this community, while providing a strategic plan with 3 large open space lots, along with providing only 13 95' wide lots adjacent to the existing Regency Park 1 community which matches the western lots of 13 in the Regency Park 2 community. We are also providing 95' wide lots adjacent to the Flower Mound Woods community to the east, which have 6 lots in the Flower Mound Woods community adjacent to our site.

We have met with 7 residents of the Regency Park 1 community that are directly adjacent and affected by this community and they are in support of the new 27 lot (Medium Density) plan. We have plans to meet with the additional 3 residents prior to the Planning and Zoning and Town Council meeting to try and gain their support.

We have begun to meet the 6 Flower Mound woods residents to share our new plan, and are hoping to gain their support.

The Regency Park community to the west of this property had the same issue with the lot width. This project was platted in 1999 and the last home was constructed in 2010. This is a 20-lot community that took 11 years to complete. This was due to its abnormal lot sizes. The Flower Mound Woods property to the East consisted of 44 lots and it took only 24 months to sell, during the 2008 recession. The Regency Park 2, a 37-lot community was recently sold out in 24 months. As stated earlier in the LOI, the Regency Park 1 community (10 lots adjacent to us) is in full support of our 27 lot plan. We addressed their lot width concerns.

The tract is currently identified on the Town's Master Land Use Plan as Low-Density Single-Family Residential. The existing zoning is Agricultural.

Our proposed zoning is for Single-Family Residential which will consist of approximately 27 lots, instead of the 43 initially submitted, with three large open spaces, instead of six (6) Open Space X-lots previously proposed. We are proposing to change the Master Plan/Land Use Plan and Zoning to accommodate this unique In-Fill Site to develop a community that is pleasing with the existing adjoining land uses and character of the neighborhoods in which project is located (Regency Park and Flower Mound Woods). Adequate public facilities are already in place to support the proposed development.

We are currently asking for Medium Density Residential, instead of High-Density land use and a base zoning of SF-10 instead of SF-5 previously proposed, which has a minimum lot size of 10,005 sf instead of the 6,000 sf originally proposed, a maximum of 17,924sf instead of 6600sf as originally proposed, with a price point exceeding \$600,000. Please note, we are providing approximately .849 (9%) acres of open space/ landscape buffers.

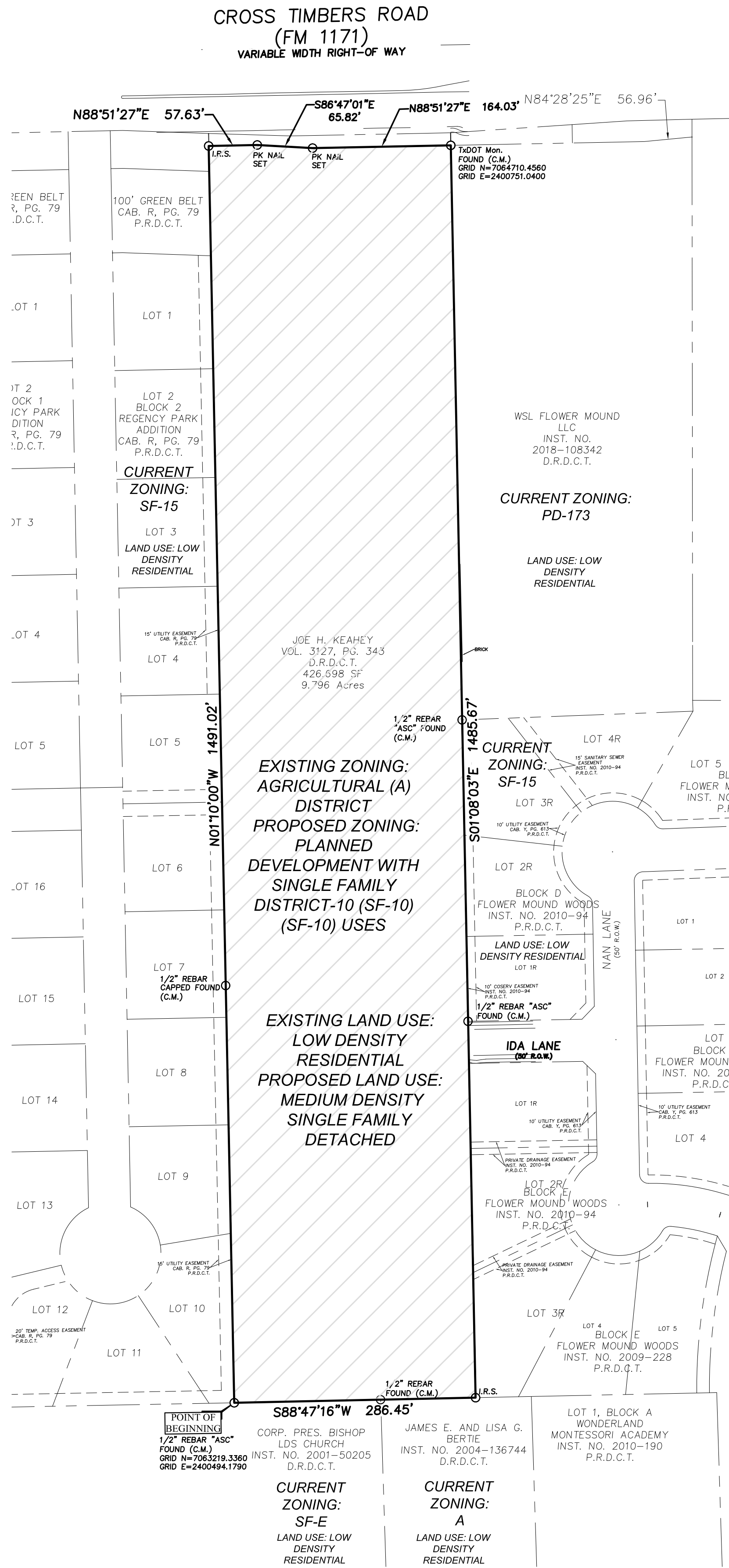
This site would not require a Master Plan amendment and can accommodate 17 SF-15 lots on a single loaded street. The single loaded street is not the desire of the Regency Park 1 community residents that are directly adjacent to our community. And they are the most affected residents. Also, the single loaded street will put the drive spacing to close to Regency Park 1 entrance or newly zone Assisted Living site to the east. This would be a concern for the Town's traffic engineer.

Proposed uses and development standards are consistent with the purposes of the base zoning district.

Should you have any questions, please feel free to contact us.

Sincerely,

Reginald Rembert
Rembert Enterprises, Inc.



LEGEND	
D.R.D.C.T.	DEED RECORDS, DENTON COUNTY, TEXAS
P.R.D.C.T.	PLAT RECORDS, DENTON COUNTY, TEXAS
R.P.R.D.C.T.	REPLAT RECORD DENTON COUNTY, TEXAS
---	PROPERTY BOUNDARY
---	ADJACENT PROPERTY BOUNDARY

MASTER PLAN FEATURES	
Land Use Plan	Existing: Low Density Residential Proposed: Medium Density Single Family Detached
Specific Plans	None
Urban Design Plan	None
Parks and Trails	8' Trail along F.M. 1171
Open Space Plan	N/A
Thoroughfare Plan	Cross Timbers Road – Major Arterial;
Water Plan	Existing 12" WM, S. Side of Cross Timbers Rd.
Wastewater Plan	Connect to existing SS manhole at Ida Lane & to Existing 8" SS stub, at west property line of subject tract. on Cross Timbers Road.

PROPERTY DESCRIPTION:

BEING a 9.796 acre tract of land situated in the P. Malone Survey, Abstract Number 836, being a tract of land conveyed to Joe H. Keahey by deed recorded in Volume 3127, Page 343, Deed Records, Denton County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch rebar found for the southeast corner of Lot 10, Block 2 of Regency Park Addition, an addition to the Town of Flower Mound, as recorded in Cabinet R, Page 79, Plat Records, Denton County, Texas also being a point on the north line of a tract of land conveyed to Corp. Pres. Bishop LDS Church by deed recorded in Instrument Number 2001-50205, Deed Records, Denton County, Texas;

THENCE North 01 degrees 10 minutes 00 seconds West, departing the north line of said Corp. Pres. tract, with the east line of said Lot 10 and continuing with the east lines of Lots 8 and 9, Block 2 of said Regency Park, passing a 1/2 inch rebar capped found for the northeast corner of said Lot 8, same being the southeast corner of Lot 7, Block 2 of said Regency Park, a distance of 457.24 feet and continuing with the east lines of Lots 1, 2, 3, 4, 5, 6 and 7, Block 2, of said Regency Park, and continuing with the east line of a 100 foot green belt dedication as recorded in Cabinet R, Page 79, Plat Records, Denton County, Texas and continuing to the south right of way line of Cross Timbers Road (Called 180 foot right of way by Cabinet R, Page 79, P.R.D.C.T.), a total distance of 1,491.02 feet to a 1/2 inch rebar capped "ASC" set for corner;

THENCE the following three calls with the south right of way line of said Cross Timbers Road:

North 88 degrees 51 minutes 27 seconds East, a distance of 57.63 feet to a PK Nail set for corner;

South 86 degrees 47 minutes 01 seconds East, a distance of 65.82 feet to a PK Nail set for corner;

North 88 degrees 51 minutes 27 seconds East, a distance of 164.03 feet to a TXDOT Monument found for the northwest corner of a tract of land conveyed to WSL Flower Mound, LLC by deed recorded in Instrument Number 2018-108342, Deed Records, Denton County, Texas;

THENCE South 01 degrees 08 minutes 03 seconds East, departing the south right of way line of said Cross Timbers Road, with the west line of said WSL tract, passing a 1/2 inch rebar capped "ASC" found for the southwest corner of said WSL tract, same being the northwest corner of Lot 3R, Block D, Flower Mound Woods, an addition to the Town of Flower Mound, as recorded in Instrument Number 2010-94, Plat Records, Denton County, Texas, at a distance of 681.54 feet, and continuing with the west line of said Lot 3R, also with Lots 1R and 2R, Block D, of said Flower Mound Woods, passing a 1/2 inch rebar capped "ASC" found for the southwest corner of said Lot 1R, same being the northwest corner of Ida Lane (50 foot right of way line), at a distance of 1,039.14 feet and continuing with the west lines of Lots 1R, 2R, and 3R, Block E, of said Flower Mound Woods, a total distance of 1,485.67 feet to a 1/2 inch rebar capped "ASC" set for the southwest corner of said second referenced Lot 3R and lying on the north line of a tract of land conveyed to James E. and Lisa G. Bertie by deed recorded in Instrument Number 2004-136744, Deed Records, Denton County, Texas;

THENCE South 88 degrees 47 minutes 16 seconds West, with the north line of said Bertie tract, passing a 1/2 inch rebar capped "Concmon" found for the northwest corner of said Bertie tract, same being the northeast corner of said Corp. Pres. tract, a distance of 112.65 feet and continuing with the north line of said Corp. Pres. tract, a total distance of 286.45 feet to THE POINT OF BEGINNING and containing 426,698 square feet or 9.796 acres of land, more or less.

GRACE PARK
RESIDENTIAL SUBDIVISION
9.796 acres Situated in the
P. Malone Survey, Abstract No. 836
in the
Town of Flower Mound
Denton County, Texas

OWNER:
Joe H. Keahey
3861 Cross Timbers Rd.
Flower Mound, TX 75028

DEVELOPER/APPLICANT:
Rembert Enterprises, Inc.
3625 Bonanza Lane
Flower Mound, TX 75022
CONTACT: Reginald Rembert
214-213-5982

ENGINEER:
Ridinger Associates, Inc.
550 S. Edmonds Ln, Suite 101
Lewisville, TX 75067
CONTACT: Dale Ridinger
972-353-8000 Office
972-353-8011 Fax

Scale: 1" = 100'
Designed by: LDR
Drawn by: JWH
Checked by: LDR
Date: FEBRUARY 4, 2020
Project No. 035-030

SHEET
1

GRACE PARK
RESIDENTIAL SUBDIVISION
FLOWER MOUND, TEXAS

MASTER PLAN AMENDMENT
EXHIBIT

Ridinger
Associates, Inc.
Civil Engineers - Planners
Firm No. 1969
550 S. Edmonds Lane, Suite 101
Lewisville, Texas 75067
Tel. No. (972) 353-8000
Fax No. (972) 353-8011

Revisions

No.

Date

App.

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 1.0, LAND USE PLAN, OF THE MASTER PLAN BY AMENDING ORDINANCE NO. 24-01, IN PART, WHICH ADOPTED THE MASTER PLAN, SPECIFICALLY TO CHANGE THE CURRENT LAND USE REFLECTED ON THE LAND USE PLAN MAP FROM LOW DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL ON APPROXIMATELY 9.796 ACRES OF LAND SITUATED IN THE P. MALONE SURVEY, ABSTRACT NUMBER 836; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Land Use Plan Map contained in the Land Use Plan of the Town Master Plan depicts, by distinct colors, the various land uses in the Town; and,

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owner of the property described as approximately 9.796 acres of land situated in the P. Malone Survey, Abstract No. 836, Denton County, Texas, has filed an application for a Master Plan Amendment to change the current land use designation from Low Density Residential to Medium Density Residential; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas, held a public hearing on June 8, 2020, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on July 20, 2020, with respect to the Master Plan Amendment described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 213 of the Local Government Code, Chapter 78, of the Land Development Regulations, and all other laws dealing with notice, publication and procedural requirements for the approval of a Master Plan Amendment on the property;

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

SECTION 1

The Master Plan of the Town of Flower Mound, Texas, as amended, is hereby amended to change the land use designation on the hereinafter described property and area as shown below:

Approximately 9.796 acres of land situated in the P. Malone Survey, Abstract No. 836, Denton County, Texas, and more fully described in Exhibit "A" hereto.

Section 1.0, Land Use Plan, of the Master Plan, specifically the Land Use Plan Map, is hereby amended to change the current land use designation from Low Density

Ordinance No. _____

Page 2

Residential to Medium Density Residential for the approximately 9.796 acres of the project area depicted on Exhibit "B," attached hereto and incorporated for all purposes.

SECTION 2

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

SECTION 3

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

SECTION 4

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

SECTION 5

This Ordinance shall be in full force and effect from and after the date of its passage and publication as required by law, and it is so ordained.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF __ TO __, ON THIS THE 20TH DAY OF JULY, 2020.

APPROVED:

Steve Dixon, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**

Exhibit A**EXHIBIT "A" – PROPERTY DESCRIPTION**

BEING a 9.796 acre tract of land situated in the P. Malone Survey, Abstract Number 836, being a tract of land conveyed to Joe H. Keahey by deed recorded in Volume 3127, Page 343, Deed Records, Denton County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch rebar found for the southeast corner of Lot 10, Block 2 of Regency Park Addition, an addition to the Town of Flower Mound, as recorded in Cabinet R, Page 79, Plat Records, Denton County, Texas also being a point on the north line of a tract of land conveyed to Corp. Pres. Bishop LDS Church by deed recorded in Instrument Number 2001-50205, Deed Records, Denton County, Texas;

THENCE North 01 degrees 10 minutes 00 seconds West, departing the north line of said Corp. Pres. tract, with the east line of said Lot 10 and continuing with the east lines of Lots 8 and 9, Block 2 of said Regency Park, passing a 1/2 inch rebar capped found for the northeast corner of said Lot 8, same being the southeast corner of Lot 7, Block 2 of said Regency Park, a distance of 457.24 feet and continuing with the east lines of Lots 1, 2, 3, 4, 5, 6 and 7, Block 2, of said Regency Park, and continuing with the east line of a 100 foot green belt dedication as recorded in Cabinet R, Page 79, Plat Records, Denton County, Texas and continuing to the south right of way line of Cross Timbers Road (Called 180 foot right of way by Cabinet R, Page 79, P.R.D.C.T.), a total distance of 1,491.02 feet to a 1/2 inch rebar capped "ASC" set for corner;

THENCE the following three calls with the south right of way line of said Cross Timbers Road:

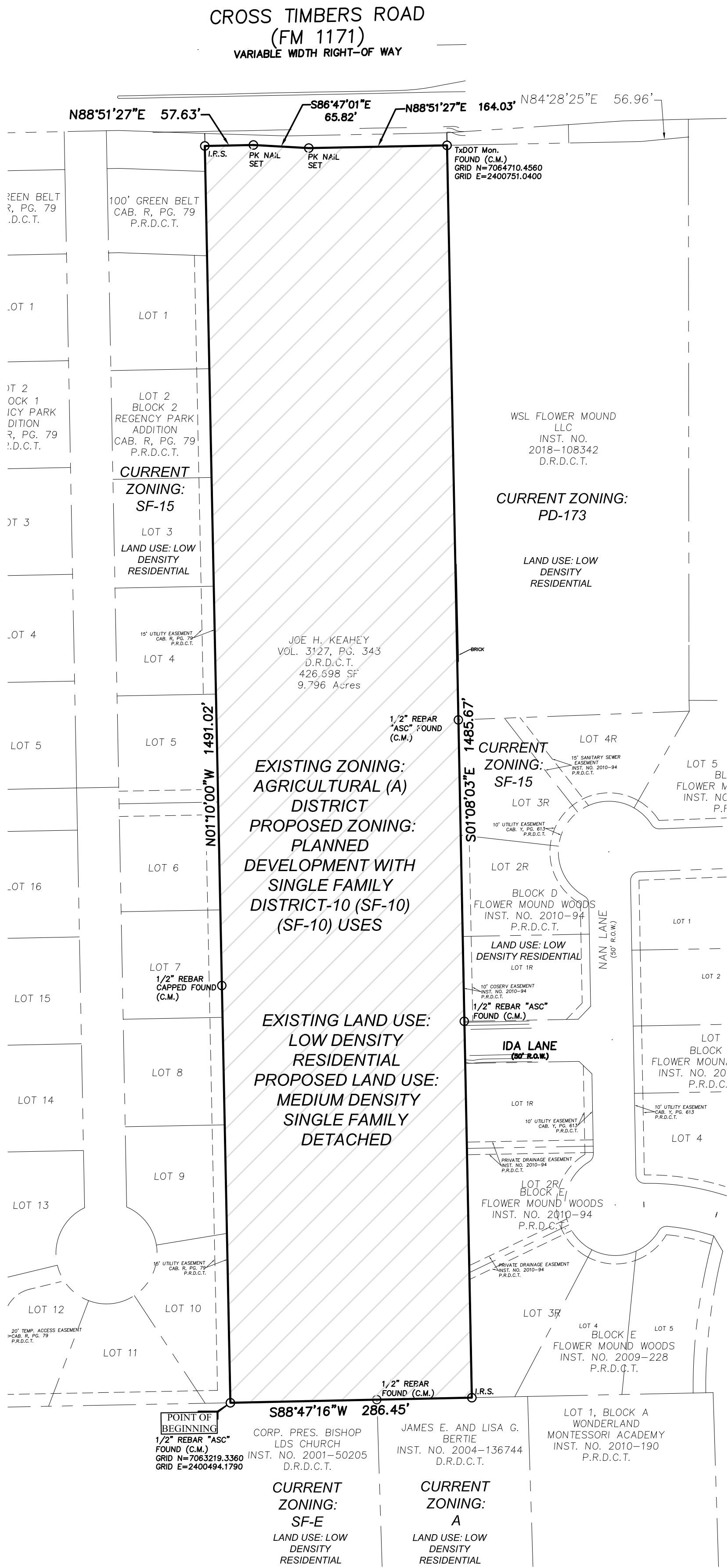
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South 86 degrees 47 minutes 01 seconds East, a distance of 65.82 feet to a PK Nail set for corner;

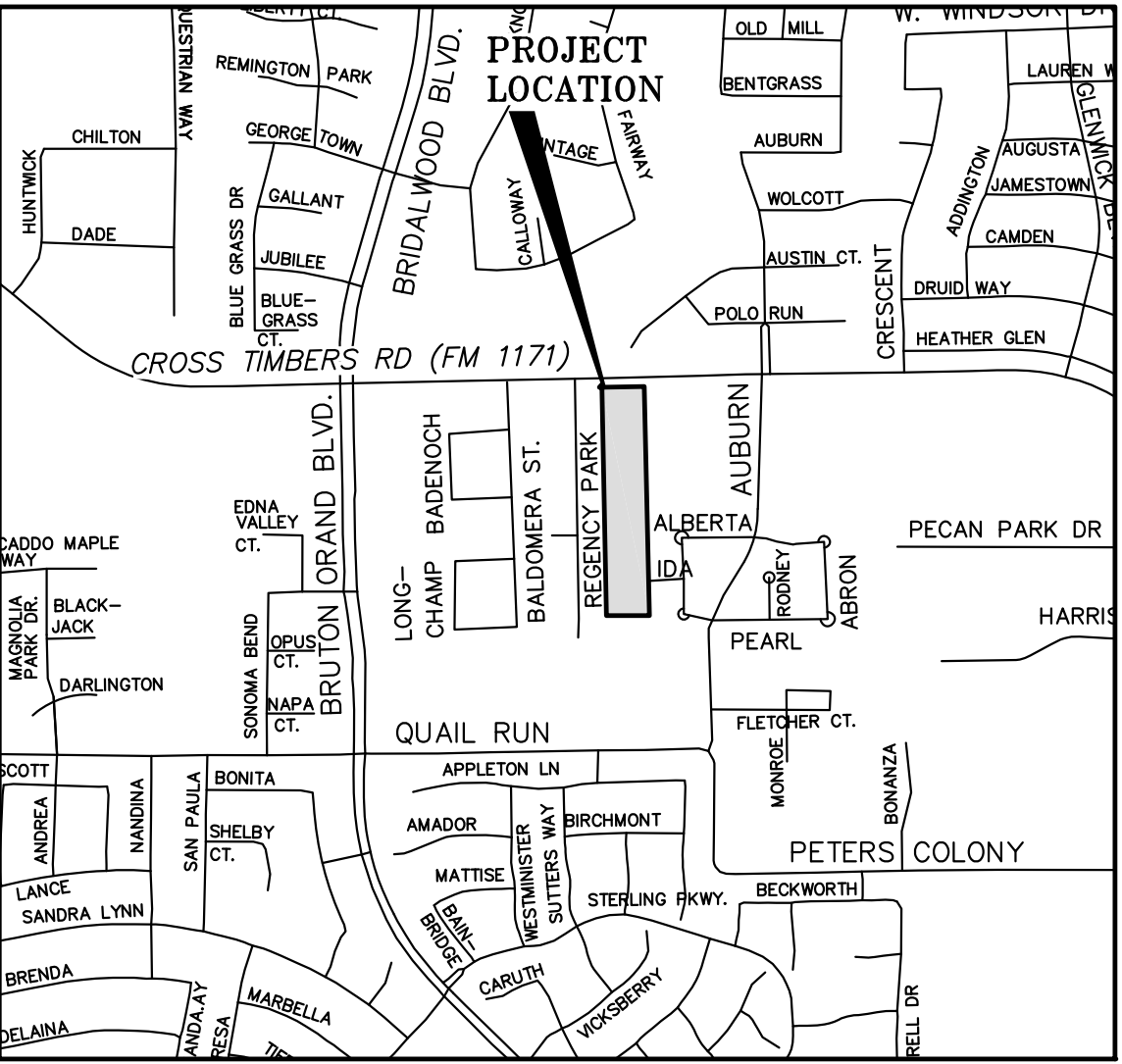
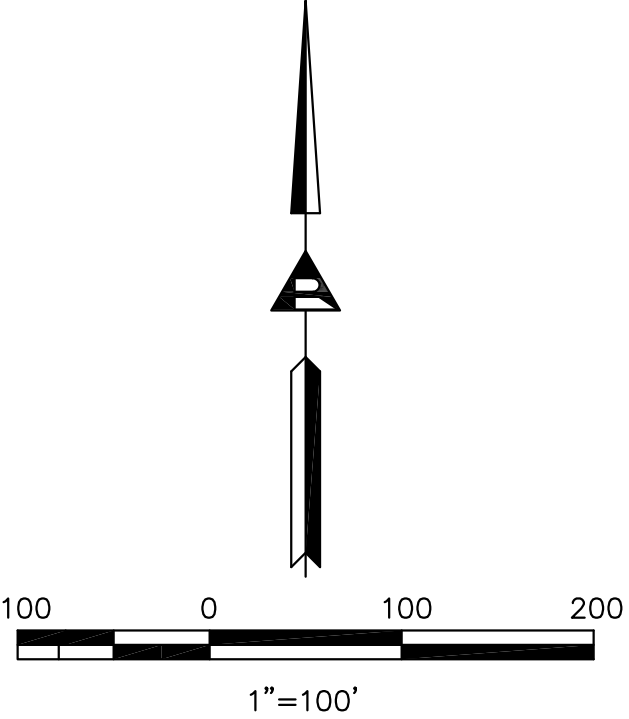
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LEGEND	
D.R.D.C.T.	DEED RECORDS, DENTON COUNTY, TEXAS
P.R.D.C.T.	PLAT RECORDS, DENTON COUNTY, TEXAS
R.P.R.D.C.T.	REPLAT RECORD DENTON COUNTY, TEXAS
---	PROPERTY BOUNDARY
---	ADJACENT PROPERTY BOUNDARY



VICINITY MAP
N.T.S.

MASTER PLAN FEATURES	
Land Use Plan	Existing: Low Density Residential Proposed: Medium Density Single Family Detached
Specific Plans	None
Urban Design Plan	None
Parks and Trails	8' Trail along F.M. 1171
Open Space Plan	N/A
Thoroughfare Plan	Cross Timbers Road – Major Arterial;
Water Plan	Existing 12" WM, S. Side of Cross Timbers Rd.
Wastewater Plan	Connect to existing SS manhole at Ida Lane & to Existing 8" SS stub, at west property line of subject tract. on Cross Timbers Road.

PROPERTY DESCRIPTION:

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Rembert Enterprises, Inc.
3625 Bonanza Lane
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CONTACT: Reginald Rembert
214-213-5982

ENGINEER:
Ridinger Associates, Inc.
550 S. Edmonds Ln, Suite 101
Lewisville, TX 75067
CONTACT: Dale Ridinger
972-353-8000 Office
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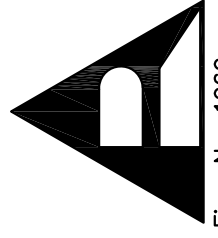
Scale: 1" = 100'
Designed by: LDR
Drawn by: JWH
Checked by: LDR
Date: FEBRUARY 4, 2020
Project No. 035-030

SHEET
1

GRACE PARK
RESIDENTIAL SUBDIVISION
FLOWER MOUND, TEXAS

MASTER PLAN AMENDMENT
EXHIBIT

Ridinger
Associates, Inc.
Civil Engineers - Planners



Firm No. 1969
550 S. Edmonds Lane, Suite 101
Lewisville, Texas 75067
Tel. No. (972) 353-8000
Fax No. (972) 353-8011

Revisions

Date

No.

App.



TOWN COUNCIL AGENDA ITEM NO. 13

REGULAR ITEM

DATE: July 20, 2020

FROM: Chuck Russell, Principal Planner

ITEM: Public Hearing to consider an ordinance amending the zoning (ZPD19-0013 – Grace Park) from Agricultural District (A) to Planned Development District No. 177 (PD-177) with Single-Family District-10 (SF-10) uses, with certain exceptions, waivers and modifications to the Code of Ordinances. The property is generally located south of Cross Timbers Road and east of Regency Park Court. (The Planning and Zoning Commission recommended denial by a vote of 6 to 0 at its June 8, 2020, meeting.) (The Town Council moved to postpone this item by a vote of 5 to 0 at its June 15, 2020, meeting.)



SUMMARY DATA:

- Size – 9.796 acres
- Proposed Density – 2.35 units per acre
- Proposed Zoning – PD for SF-10 (min. 10,000 sf lots)
- Proposed Modifications to SF-10 Zoning:
 - Increase min. lot width from 70 to 80 feet
 - Increase min. dwelling size from 1,800 to 2,800 sf
 - Increase min. rear setback from 25 to 30 feet
 - Increase max. lot coverage from 40 to 55%
- Exceptions – Dry Detention Pond and Driveway Spacing
- SMARTGrowth – Passed
- Traffic Analysis – Passed, the expected traffic does not exceed 5% capacity on any Collector or Arterial street, and therefore has adequate Public Transportation Infrastructure per SMARTGrowth. Traffic is expected to be low and not to have adverse impacts to surrounding streets.
- Incentives – N/A

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item.

During the P&Z meeting, there were concerns brought up by residents about lack of communication with the applicant and potential impacts to the area from the proposed project relating to increased density, proposed lot size, traffic safety, proposed rear yard setbacks, impact on existing home values, and proposed minimum house size.

Prior to the June 15, 2020, Town Council meeting, the applicant removed their request to allow for encroachments of patios and bay windows into the rear yard setback by four feet. The applicant also increased the minimum floor area per dwelling unit from 2,000 square-feet to 2,800 square feet.

Since the June 15, 2020, Town Council meeting, the applicant has revised the design of the proposed development to include the following (See Attachment 2):

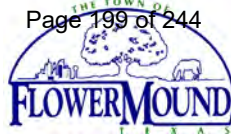
- Maximum number of buildable lots has been reduced from 27 to 23.
- Minimum lot size has been increased from 10,000 square feet to 11,200 square feet.
- Minimum lot width has been reduced from 84.5 feet to 80 feet.
- Minimum front yard setback has been increased from 20 feet to 25 feet.
- Minimum side yard setback has been decreased from 12 feet to 10 feet.
- Minimum rear yard setback has been increased from 18 feet to 30 feet.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report
2. Revised Conceptual Site Plan and Conceptual Landscape Plan
3. Revised Letter of Intent
4. 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: 6

REGULAR ITEM

DATE: June 8, 2020

FROM: Chuck Russell, Principal Planner

ITEM: **Public Hearing to consider an ordinance for rezoning (ZPD19-0013 – Grace Park) from Agricultural District (A) to Planned Development District No. 177 (PD-177) with Single-Family District-10 (SF-10) uses, with certain exceptions, waivers and modifications to the Code of Ordinances. The property is generally located south of Cross Timbers Road and east of Regency Park Court.**

I. ITEM SUMMARY

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

The project has a companion application, Master Plan Amendment (MPA19-0005), for consideration on the same agenda.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of this request is to rezone approximately 9.796 acres of land in order to develop residential lots in conformance with the proposed Master Plan designation of Medium Density Residential uses. The existing Agricultural zoning permits residential lots containing a minimum of two acres in size.

As part of the request, the applicant has asked for certain exceptions and modifications to the Code of Ordinances, the modifications are listed in Section III of the staff report below:

Exceptions:

- Section IV.C.5. of the Town's Engineering Design Criteria requirement to provide a wet retention pond. A dry detention area is being requested.
- Town's Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances require driveway openings to be spaced a minimum of 360 feet apart on Major Arterials such as Cross Timbers Road. The applicant is proposing a driveway connection on Cross Timbers Road that will be approximately 238 feet from the nearest driveway to the west and approximately 144 feet from the existing driveway to the east.

The accompanying conceptual site plan [Attachment B(1)] provides for a single phase residential development consisting of 27 single-family, detached dwellings and three x-lots (approximately 0.849 acres). The development will provide for two points of ingress/egress; one along the south line of Cross timbers Road and one along the east side of the site connecting to an existing stub out at Ida Lane which will provide connectivity to the Flower Mound Woods subdivision.

The proposed development is in compliance with the Town's landscaping standards. There are three specimen trees located on the site. All three specimen trees are proposed to be saved.

III. REQUESTED MODIFICATIONS

As a component of the request, the applicant is requesting the following modifications to the minimum and maximum dimensional regulations of the SF-10 zoning district:

TOWN STANDARD	EXISTING ZONING- AGRICULTURAL DISTRICT	TOWN'S LAND DEVELOPMENT REGULATIONS FOR AN SF-10 DISTRICT	PROPOSED PD-177 BASED ON THE SF-10 DISTRICT
MINIMUM LOT AREA	TWO ACRES	10,000 SF	10,000 SF
MINIMUM LOT WIDTH	200 FEET	70 FEET	84.5 FEET FOR LOTS 2-9, BLOCK B 95 FEET FOR ALL OTHER LOTS
MINIMUM FLOOR AREA/DWELLING UNIT	1,800 SF	1,800 SF	2,000 SF
MINIMUM FRONT YARD	40 FEET	25 FEET	20 FEET 15 FEET FOR J-SWING GARAGES
MINIMUM SIDE YARD	25 FEET	10 FEET	12 FEET
MINIMUM REAR YARD	20 FEET	25 FEET	18 FEET EXCEPT FOR REAR PATIOS AND BAY WINDOWS MAY PROJECT 4 FEET
MAXIMUM LOT COVERAGE	25 PERCENT	40 PERCENT	55 PERCENT
MAXIMUM STORIES/ STRUCTURE HEIGHT	3 STORIES/ 35 FEET	3 STORIES/ 35 FEET	3 STORIES/ 35 FEET

IV. PARKS BOARD

On March 5, 2020, the Parks Board voted to recommend acceptance of cash, in the amount of \$101,422.00, in lieu of the otherwise required Park Land Dedication, and Park Development Fees in the amount of \$37,476.00. The March 5, 2020 Parks Board meeting can be viewed here:

<https://flowermoundtx.swagit.com/play/03052020-969/22/>

V. CORRESPONDENCE

The Town Code requires both public notice in a newspaper of general circulation (Denton Record Chronicle) and notification of the property owners within 200 feet of the subject property for all Zoning Amendment requests. Project No. ZPD19-0013 had a total of 49 Property Owner Notifications mailed. At the time this report was written, the Town had received 0 items of correspondence in support and 25 items of correspondence in opposition to the request. All written correspondence was sent directly to the Planning and Zoning Commission according to the new public communication process.

VI. ATTACHMENTS

A. Background Information

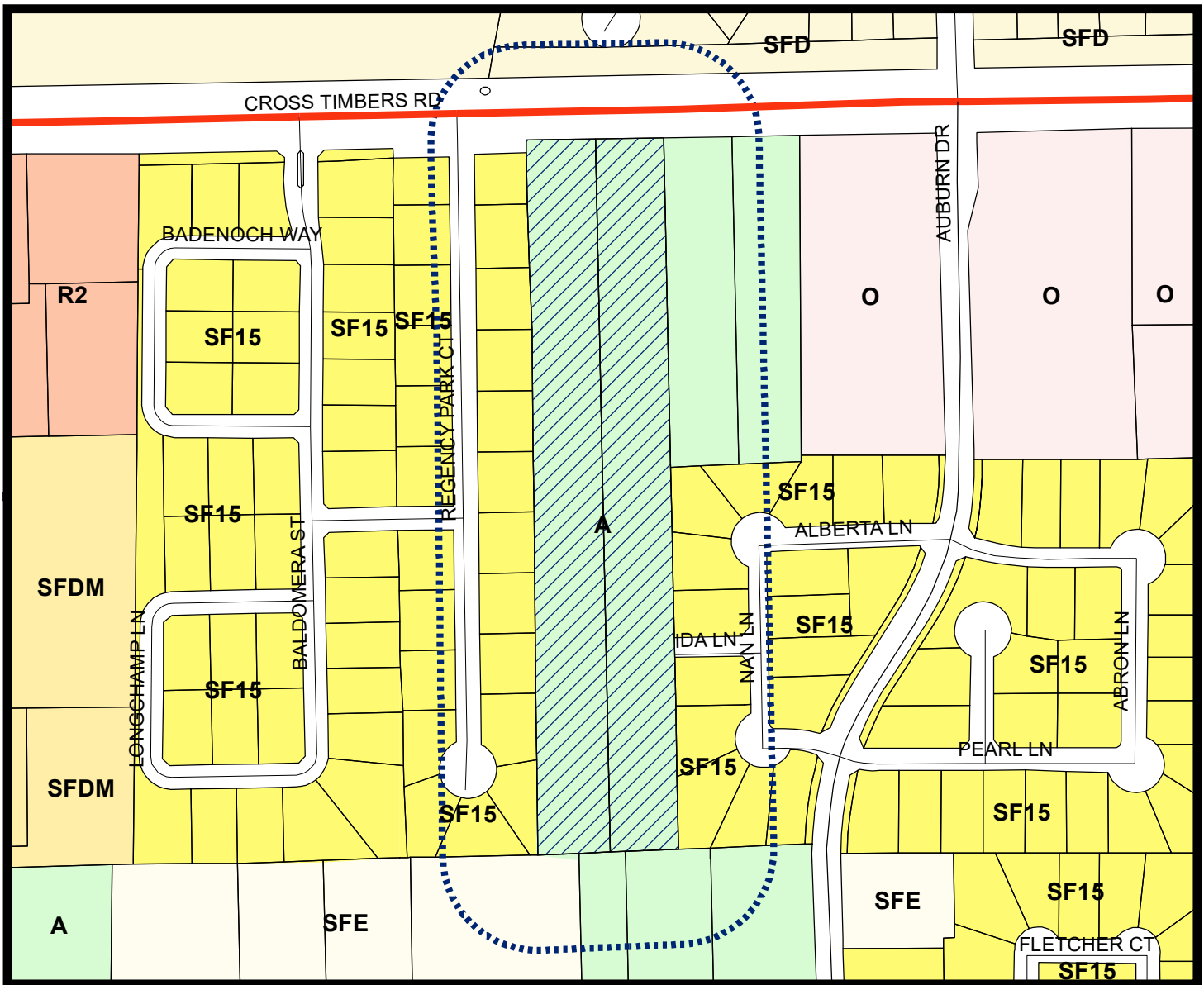
1. Vicinity Map
2. Letter of Intent

B. Application Details

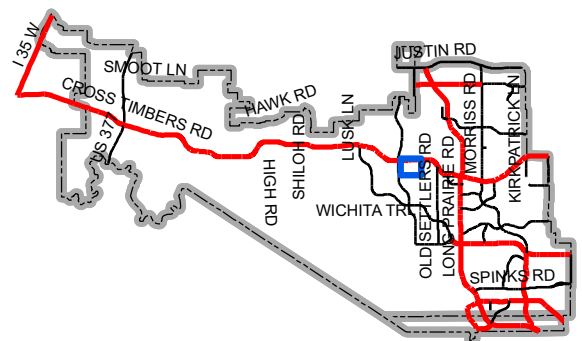
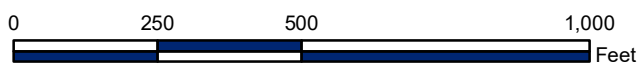
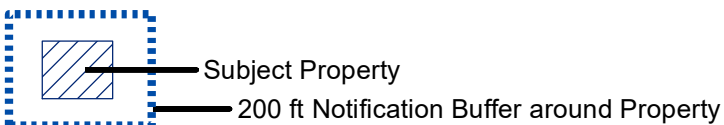
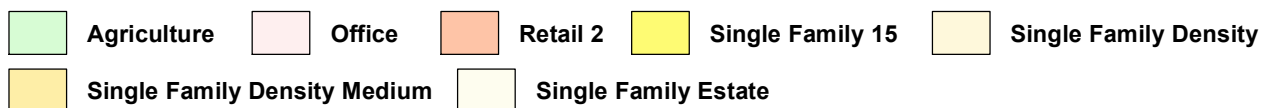
1. Planned Development Zoning Package
2. Draft Planned Development (PD) Standards

Vicinity Map

Reference Project: MPA19-0005 & ZPD19-0013



LEGEND



Map Location



Rembert Enterprises, Inc.

3625 Bonanza Lane Flower Mound, TX 75022

February 4, 2020

Planning Division
2121 Cross Timbers Road
Flower Mound, TX 75028

RE: Grace Park (Community)
Flower Mound, Texas

To whom it may concern,

Please accept this as our formal Letter of Intent to describe the requested Master Plan Amendment and Zoning Planned Development.

The landowners purchased this property in 1963. The owners are elderly and have decided to sell and move to be assisted by family.

At our initial submittal in November 2019, the landowners were still residing on the property, but as of this new submittal, they have moved from the property for health reasons and to be assisted by family.

Our initial proposal was for High Density Residential. With our company's recent success with High Density Single Family communities with Open Space (i.e. Woodlake Estates and Tinley Park), we felt this In-fill site would accommodate another High Density Single Family Residential Community which will bring more affordable homes to the area. This decision was made after meeting with the residents of Regency Park I and Flower Mound Woods, where they raised concerns about lot count and lot sizes, we felt it best to forgo the High Density plan.

In October of 2019, we began the process of planning this +/- 9.796 acre tract of land near the Intersection of Regency Park Ct. and FM 1171 (also known as Cross Timbers Road, a public roadway), by meeting with the Town's Development Review Committee (DRC). This tract of land is an In-Fill Site surrounded by two (2) Low-Density Residential communities. This site has limitations, due to its size and shape. The site is approximately 286' wide X 1491' deep, with a 50' R.O.W being needed to access. The site is limited to 118' deep lots for a double loaded street, or 236' deep lots for a single loaded street. The 236' deep lots exceed the Town's ordinance width to depth ratio. Current land use (Low Density) front and rear yard setbacks (25' and 30' respectively), provide additional limitations on the site. Our

plan is to utilize the site's abnormal size to develop this community, while providing a strategic plan with 3 large open space lots, along with providing only 13 95' wide lots adjacent to the existing Regency Park 1 community which matches the western lots of 13 in the Regency Park 2 community. We are also providing 95' wide lots adjacent to the Flower Mound Woods community to the east, which have 6 lots in the Flower Mound Woods community adjacent to our site.

We have met with 7 residents of the Regency Park 1 community that are directly adjacent and affected by this community and they are in support of the new 27 lot (Medium Density) plan. We have plans to meet with the additional 3 residents prior to the Planning and Zoning and Town Council meeting to try and gain their support.

We have begun to meet the 6 Flower Mound woods residents to share our new plan, and are hoping to gain their support.

The Regency Park community to the west of this property had the same issue with the lot width. This project was platted in 1999 and the last home was constructed in 2010. This is a 20-lot community that took 11 years to complete. This was due to its abnormal lot sizes. The Flower Mound Woods property to the East consisted of 44 lots and it took only 24 months to sell, during the 2008 recession. The Regency Park 2, a 37-lot community was recently sold out in 24 months. As stated earlier in the LOI, the Regency Park 1 community (10 lots adjacent to us) is in full support of our 27 lot plan. We addressed their lot width concerns.

The tract is currently identified on the Town's Master Land Use Plan as Low-Density Single-Family Residential. The existing zoning is Agricultural.

Our proposed zoning is for Single-Family Residential which will consist of approximately 27 lots, instead of the 43 initially submitted, with three large open spaces, instead of six (6) Open Space X-lots previously proposed. We are proposing to change the Master Plan/Land Use Plan and Zoning to accommodate this unique In-Fill Site to develop a community that is pleasing with the existing adjoining land uses and character of the neighborhoods in which project is located (Regency Park and Flower Mound Woods). Adequate public facilities are already in place to support the proposed development.

We are currently asking for Medium Density Residential, instead of High-Density land use and a base zoning of SF-10 instead of SF-5 previously proposed, which has a minimum lot size of 10,005 sf instead of the 6,000 sf originally proposed, a maximum of 17,924sf instead of 6600sf as originally proposed, with a price point exceeding \$600,000. Please note, we are providing approximately .849 (9%) acres of open space/ landscape buffers.

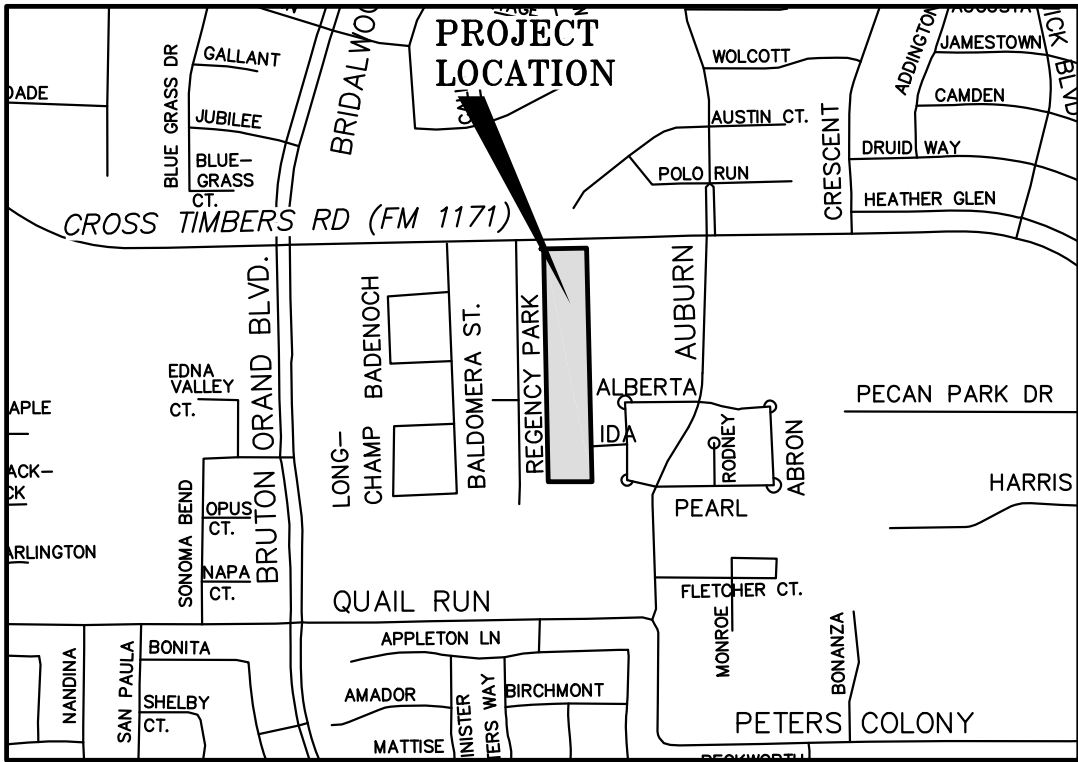
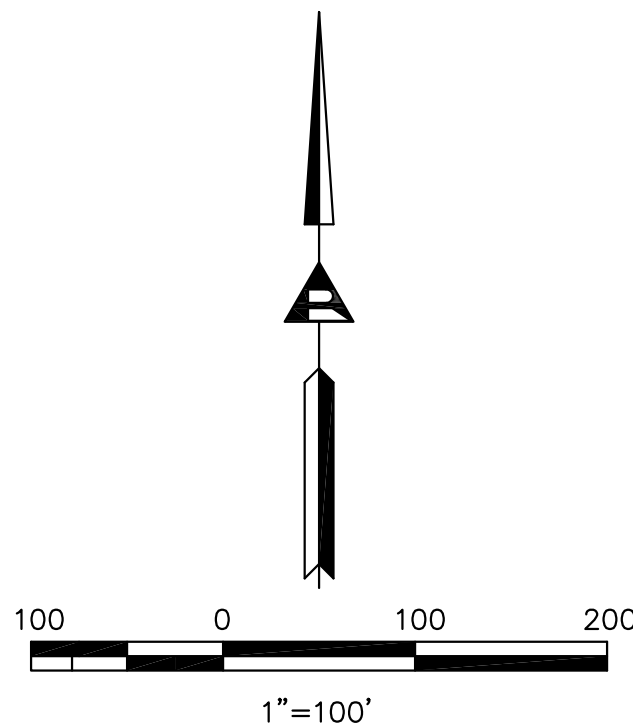
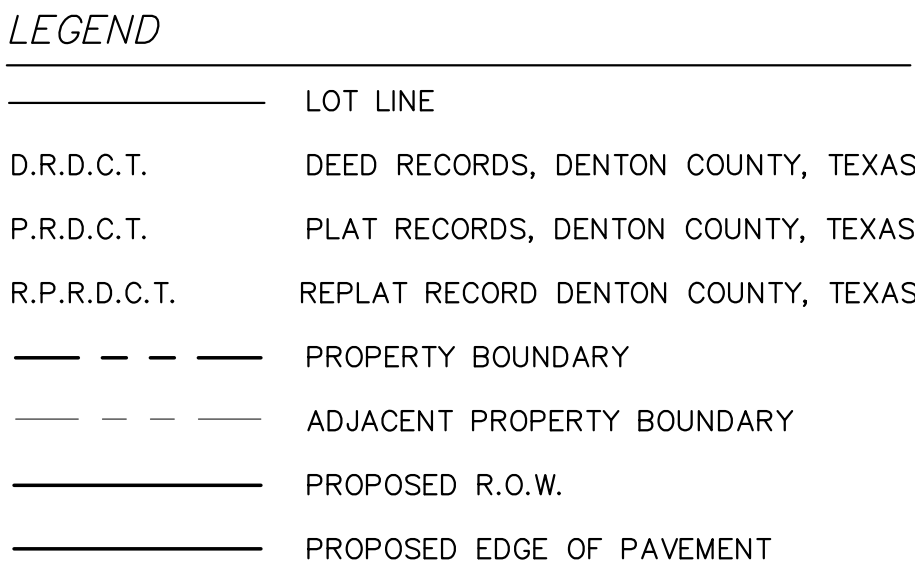
This site would not require a Master Plan amendment and can accommodate 17 SF-15 lots on a single loaded street. The single loaded street is not the desire of the Regency Park 1 community residents that are directly adjacent to our community. And they are the most affected residents. Also, the single loaded street will put the drive spacing to close to Regency Park 1 entrance or newly zone Assisted Living site to the east. This would be a concern for the Town's traffic engineer.

Proposed uses and development standards are consistent with the purposes of the base zoning district.

Should you have any questions, please feel free to contact us.

Sincerely,

Reginald Rembert
Rembert Enterprises, Inc.



No.	Date	Revisions	App.			



**Ridinger
Associates, Inc.**
Civil Engineers - Planners

Firm No. 1969
550 S. Edmonds
Lane, Suite 101
Lewisville, Texas
75067

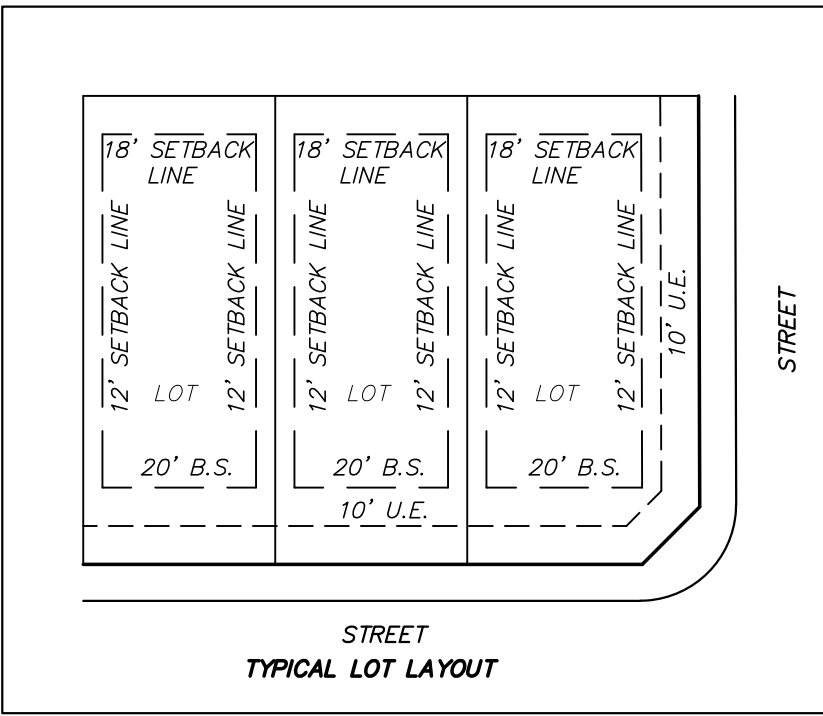
Tel. No. (972) 353-8000
Fax No. (972) 353-8011

PROJECT DATA TABLE	
GROSS SITE AREA	9.796 ACRES
PROPOSED USE	PD FOR SINGLE FAMILY DISTRICT-10 (SF-10) USES
CURRENT ZONING	AGRICULTURAL
OPEN SPACE	
PRIVATE OPEN SPACE LOTS	0.849 ACRES
TOTAL OPEN SPACE	0.849 ACRES
PROPOSED LOTS	
RESIDENTIAL	27 LOTS
RESIDENTIAL LOTS AREA	6.959 ACRES
MIN. RESIDENTIAL LOT SIZE	10,000 S.F.
MAX. RESIDENTIAL LOT SIZE	17,924 S.F.
AVG. RESIDENTIAL LOTS SIZE	11,227 S.F.
PRIVATE OPEN SPACE X-LOTS	3 LOTS
TOTAL ALL LOTS	30 LOTS

DEVELOPMENT DATA

PROPOSED USE:	PD FOR SINGLE FAMILY DISTRICT-10 (SF-10) USES	
CURRENT ZONING:	AGRICULTURAL	
TOTAL GROSS LAND AREA:	±9.796 ACRES	
TOTAL AREA OF LOTS =	6.959 AC.	71.04%
MINIMUM LOT AREA:	10,000 S.F.	
MINIMUM LOT WIDTH:	84.5 FT.	
MINIMUM FLOOR AREA:	2,000 S.F.	
MINIMUM FRONT YARD:	20 FT.	
MINIMUM SIDE YARD:	12 FT.	
MINIMUM REAR YARD:	18 FT.	
MAXIMUM LOT COVERAGE:	55%	
MAXIMUM HEIGHT:	3/35 FT.	

BLOCK	LOT	LOT SQ.FT.	LOT ACRES
A	1X	16,584	0.381
A	2	11,266	
A	3	11,264	
A	4	11,261	
A	5	11,259	
A	6	11,256	
A	7	11,253	
A	8	11,251	
A	9	11,248	
A	10	11,246	
A	11	11,243	
A	12	11,241	
A	13	11,238	
A	14	17,924	
B	1X	5,829	0.134
B	2	10,005	
B	3	10,021	
B	4	10,019	
B	5	10,017	
B	6	10,015	
B	7	10,013	
B	8	10,011	
B	9	10,009	
B	10	11,250	
B	11	11,248	0.334
B	12X	14,570	
B	13	13,034	
B	14	11,238	
B	15	11,235	
B	16	12,062	



OWNER:

Joe H. Keahey
3861 Cross Timbers Rd.
Flower Mound, TX 75028

DEVELOPER/APPLICANT:

Rembert Enterprises, Inc.
3625 Bonanza Lane
Flower Mound, TX 75022
CONTACT: Reginald Rembert
214-213-5982

ENGINEER:

Ridinger Associates, Inc.
550 S. Edmonds Ln. Suite 101
Lewisville, TX 75067
CONTACT: Jason Kilpatrick
972-353-8000 Office
972-353-8011 Fax

GRACE PARK

RESIDENTIAL SUBDIVISION
Being 27 Buildable Lots & 3 X-Lots
 9.796 acres Situated in the
 P. Malone Survey, Abstract No. 836
 in the
 Town of Flower Mound
 Denton County, Texas

GRACE PARK
RESIDENTIAL SUBDIVISION
FLOWER MOUND, TEXAS

CONCEPTUAL SITE PLAN

Scale: 1" = 100'
Designed by: LDR
Drawn by: JWH
Checked by: LDR
Date: MARCH 9, 2020
Project No. 035-030

SHEET
1

1. All landscape areas are to be received within .1' of proposed finish grade and free from all trash and debris.
2. All trees are to be planted in pits twice the diameter of the tree ball and no deeper than the depth of the ball. Scarify all tree pit sides prior to planting. All trees are to be planted plumb and at or slightly above finish grade. All tree pits are to have a 3" watering saucer formed around the perimeter of the pit. All tree pits are to be top dressed with a 2" layer of shredded hardwood mulch. Stake and / or guy trees only at the direction of the landscape architect.
3. Rotovate the existing soil of all planting beds to a minimum depth of 6". Add a 3" layer of premium compost as supplied by Living Earth Technology and till into the top 3" of the existing soil. Install all shrubs 1" above finish grade and fertilize with Agri-form slow release fertilizer tablets at the manufacturer's recommended rates of application. Top dress all planting beds with a 2" layer of shredded hardwood mulch.
4. All planting beds not formed by a concrete curb or sidewalk are to be edged with Steel Edging (1/8"x4" painted green) or an approved equal. All edging stakes are to be placed to the inside of the bed and the top of the edging is to be no less than 1" and no more than 1.5" above proposed finish grade.

5. All turf areas are to be hydromulch Bermudagrass, unless otherwise noted on the plan.
6. Hydromulch with Bermudagrass seed at a rate of two (2) pounds per one thousand (1,000) square feet. If installation occurs between September 1 and April 1, all hydromulch areas to be Winter Ryegrass at a rate of four (4) pounds per thousand square feet. Contractor shall be required to re-hydromulch with Bermudagrass the following growing season.
7. All sodded areas are to receive common bermuda sod laid parallel to the contour of the land. All sod on slopes greater than 1:4 is to be pinned with 1"x1"x12" wooden stakes. All sod is to be laid with tight joints and with all joints staggered. Roll all sod with a water ballast lawn roller upon installation and fertilize with a complete fertilizer (13-13-13) at the rate of 1.5# actual nitrogen per 1000 square feet. Water all sod thoroughly.
8. All irrigation meter(s) are to be by utility contractors as per local codes. Irrigation sleeves to be installed by licensed irrigation contractor as per the plan.
9. All irrigation controllers are to have mini-click freeze and rain stains installed as per manufacturer's recommendations.
10. All irrigation sleeves to be by licensed irrigation contractor. All sleeves to be PVC schedule 40 with 90 degree elbows on both ends with extensions protruding 18" above proposed finish grade.

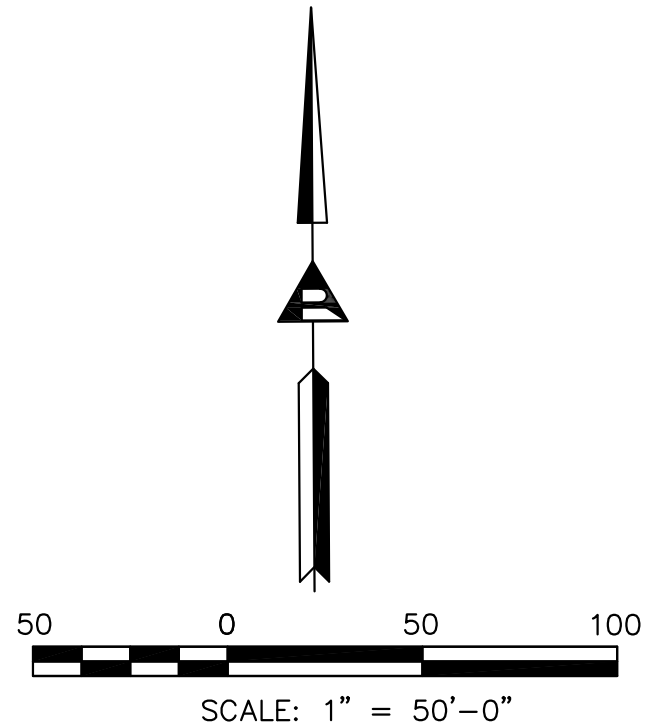
11. All turf and planting beds to be zoned separately. All planting bed heads to be on 12" pop-up risers. All turf heads to be on 4" pop-up risers. All valves to be plastic valves. All equipment to be Rainbird or approved equal.
12. All mainline and lateral line to have a minimum of 12" of cover and to be SDR (class 200) pipe.
13. Quantities shown on plant list are landscape architect's estimate only and should be verified prior to bidding. Contractor shall be responsible for bidding and providing quantity of plants required at spacing designated for bed sizes and configurations shown on the plans regardless of quantities designated on plant list.

1. All landscaped areas shall be irrigated with an irrigation system capable of providing the proper amount of water for the particular for the particular type of plant material used. Irrigation will be provided by an underground sprinkler system, or a subterranean drip drip system as approved by the City Arborist.
2. Automatic underground irrigation system shall be equipped with freeze guard set at 38 degrees F.
3. Areas of open space which contain preserved trees need not be irrigated if the City Arborist determines irrigation would be harmful to the preserved trees.

1. All plant material shall be maintained in a healthy and growing condition, and must be replaced with plant material of similar variety and size if damaged, destroyed or removed.
2. Landscaped areas shall be kept free of trash, litter, weeds and other such materials or plants not part of the landscaping.
3. The property owner is responsible for regular weeding, mowing of grass, irrigating, fertilizing, pruning and other maintenance of all plantings, including parkways, as needed.
4. Undisturbed, naturalized area, shown on this plan is to be maintained by periodic field mowing as required by Town of Flor Mound standards.

1. Developer / Contractor to install tree preservation fencing as shown by Limits of Construction as shown on this plan and Per Sheet LP-1. Fencing installation and proper location to be verified by Town of Flower Mound prior to construction. Refer to tree protection notes on Tree Survey and Tree Preservation Plan.

Bermudagrass / *Cynodon dactylon* / Hydromulch

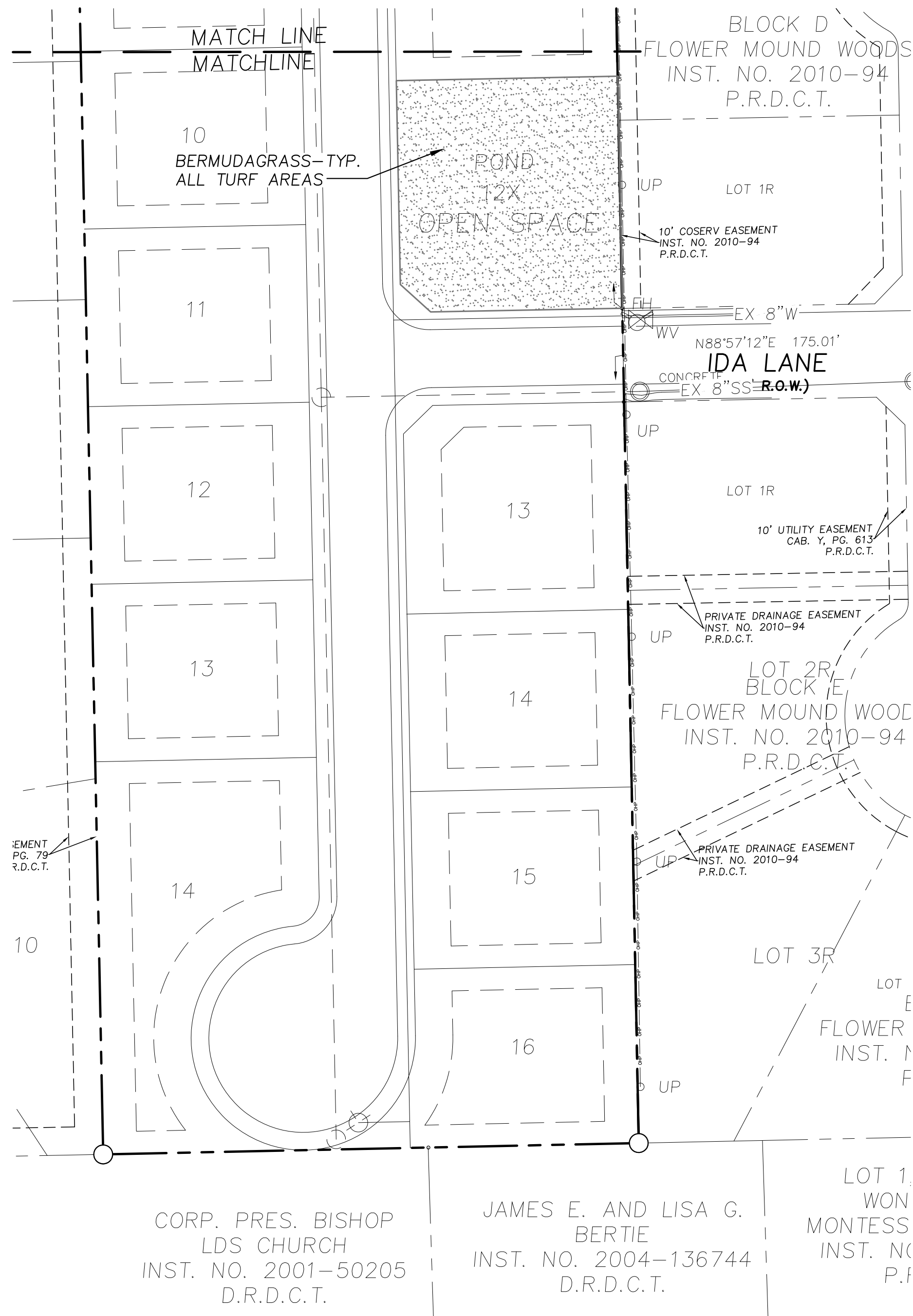
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**Ridinger
Associates, Inc.**
Civil Engineers - Planners

Firm No. 1969
550 S. Edmonds Lane, Suite 101
Lewisville, Texas 75067

Tel. No. (972) 353-8000
Fax No. (972) 353-8011

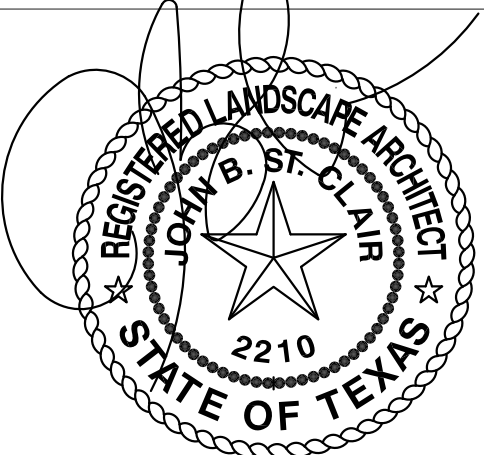
VARIABLE WIDTH RIGHT-OF-WAY
 EX 6"W
 BERMUDAGRASS-TYP.
 ALL TURF AREAS
 GAS UP
 CATV UP
 EX 8"SS
 EX 12"W
 100' GREEN BELT
 CAB. R, PG. 79
 P.R.D.C.T.
 N87°59'21"W 104.68'
 LOT 1
 LOT 2
 BLOCK 2
 REGENCY PARK
 ADDITION
 CAB. R, PG. 79
 P.R.D.C.T.
 LOT 3
 LOT 4
 15' UTILITY EASEMENT
 CAB. R, PG. 79
 P.R.D.C.T.
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ST. CLAIR DESIGN GROUP, INC

Landscape Architecture

P. O. Box 12519
Dallas, Texas 75225
T. 214-454-9934



DATE SEALED: 03-06-20

DESIGN BY: JBS
DRAWN BY: JBS
CHECKED BY: SCDDQ
DATE: FEBRUARY 23, 2012

LANDSCAPE PLAN
GRACE PARK
RESIDENTIAL SUBDIVISION
9.796 acres Situated in the
P. Malone Survey, Abstract No. 836
in the
Town of Flower Mound
Denton County, Texas

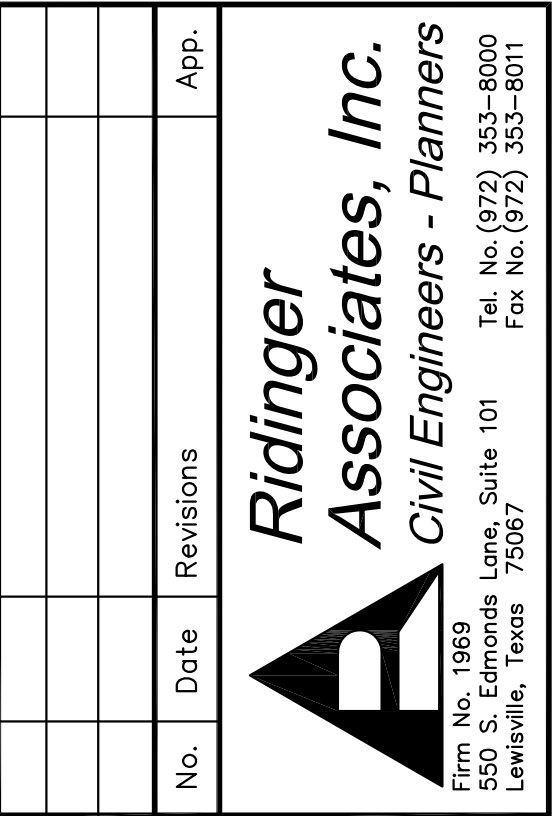
GRACE PARK
RESIDENTIAL SUBDIVISION
FLOWER MOUND, TEXAS

LANDSCAPE PLAN

Scale: 1"=50'-0"
Designed by: JBS
Drawn by: JBS
Checked by: SCDG
Date: MARCH 6, 2020
Project No. 035-030

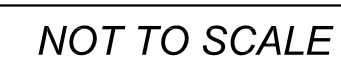
SHEET

LP-1



NOT TO SCALE

(CALLED 180' R.O.W. CAB. R, PG. 79, P.R.D.C.T)

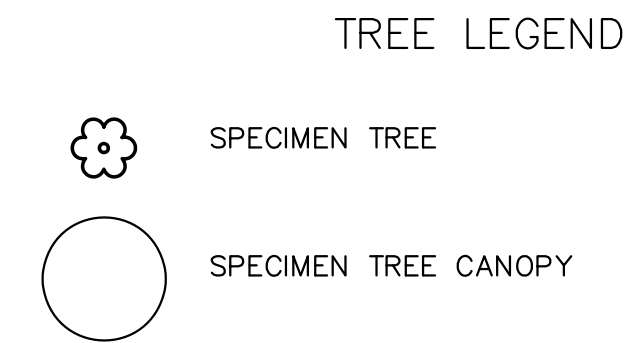


LANDSCAPE PLAN

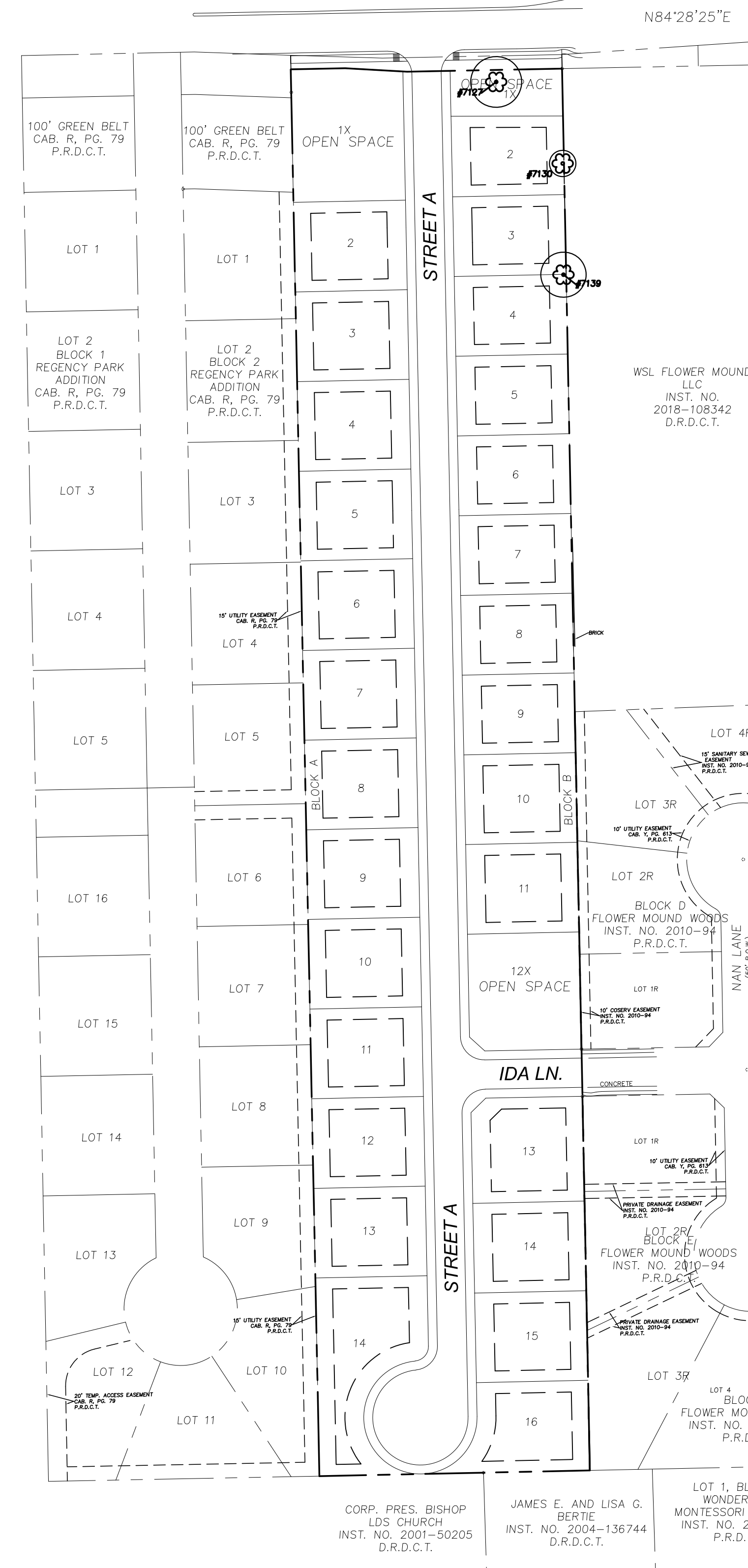
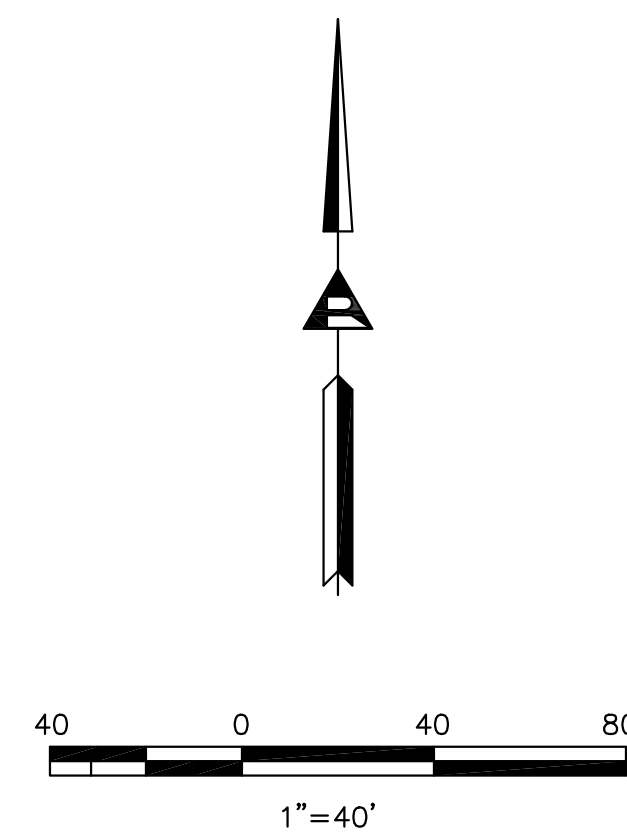
Designed by: JBS
Drawn by: JBS
Checked by: SCDG
Date: NOVEMBER 7, 2011
Project No. 035-030

SHEET

LP-2



02/27/2020



TAG#	COMMON NAME	BOTANICAL NAME	DBH	CNPY RADIUS	CNPY SQFT	CONDITION	NOTES	SPECIMEN	REMAIN/REMOVED
7127	PINE	PINUS ELLIOTII	34	27	2289	GOOD		YES	REMAIN
7130	PINE	PINUS ELLIOTII	26	14	615	FAIR	POWER LINES	YES	REMAIN
7139	PINE	PINUS ELLIOTII	27	24	1809	FAIR	DECLINE	YES	REMAIN

GRACE PARK
RESIDENTIAL SUBDIVISION
9.796 acres Situated in the
P. Malone Survey, Abstract No. 836
in the
Town of Flower Mound
Denton County, Texas

[illegible]

GRACE PARK
RESIDENTIAL SUBDIVISION
FLOWER MOUND, TEXAS

FREE SURVEY

Scale: 1" = 100'

Designed by: LDR

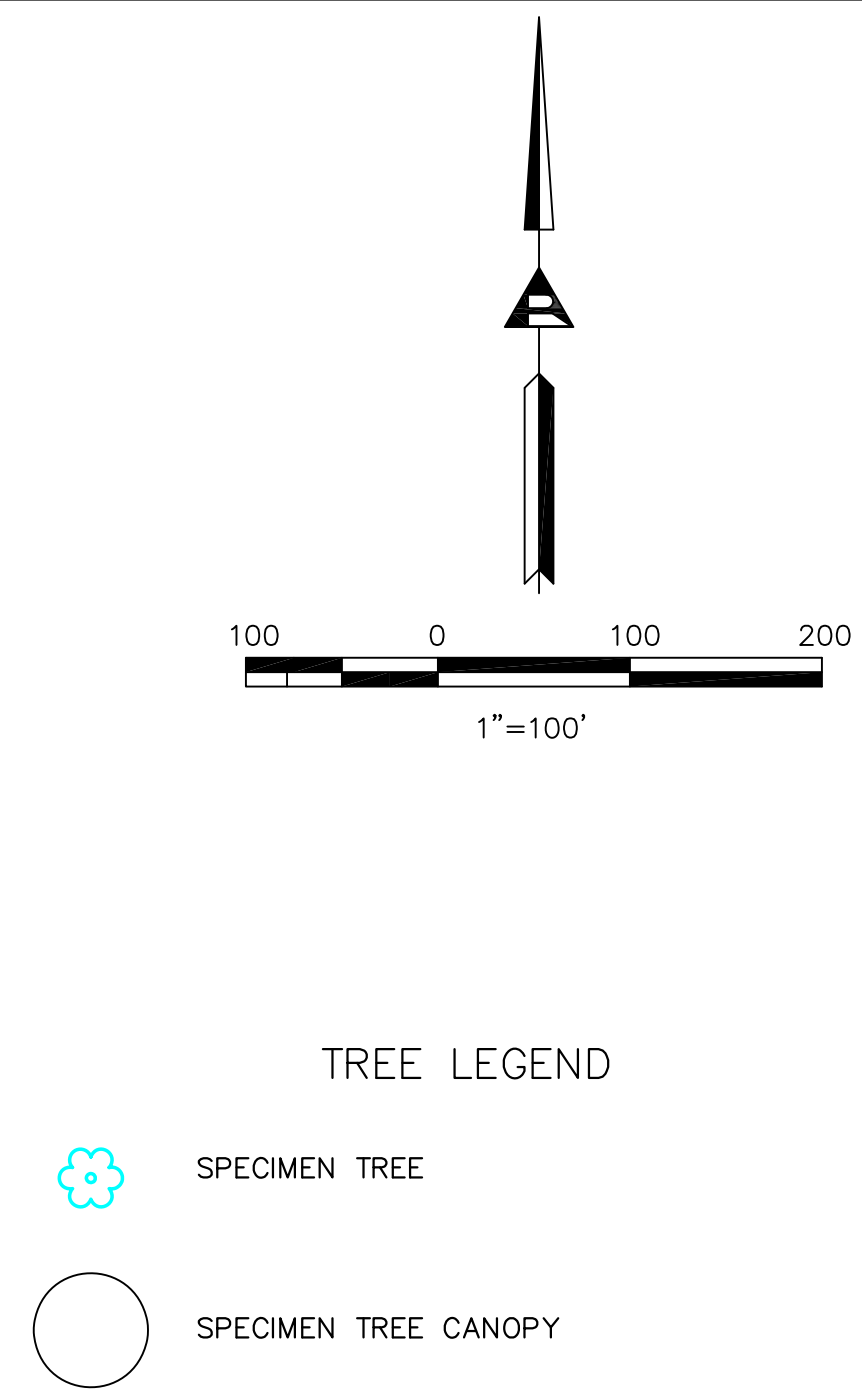
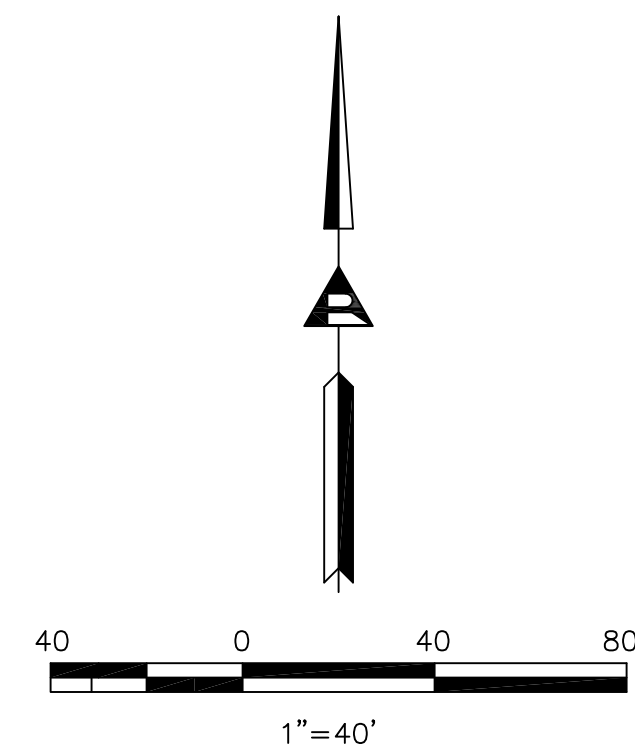
Drawn by: JWH

Checked by: LDR

Date: FEBRUARY 27, 2020

Project No. 035-030

SHEET
TS-1



GRACE PARK
RESIDENTIAL SUBDIVISION
9.796 acres Situated in the
P. Malone Survey, Abstract No. 836
in the
Town of Flower Mound
Denton County, Texas

TAG#	COMMON NAME	BOTANICAL NAME	DBH	CNPY RADIUS	CNPY SQFT	CONDITION	NOTES	SPECIMEN	REMAIN/REMOVE
7127	PINE	PINUS ELLIOTTI	34	27	2289	GOOD		YES	REMAIN
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7139	PINE	PINUS ELLIOTTI	27	24	1809	FAIR	DECLINE	YES	REMAIN

[illegible]

GRACE PARK
RESIDENTIAL SUBDIVISION
FLOWER MOUND, TEXAS

TREE SURVEY

Scale: 1" = 100'
Designed by: LDR
Drawn by: JWH
Checked by: LDR
Date: FEBRUARY 27, 2020
Project No. 035-030

SHEET
TS-1

Exhibit “B”

Development Standards

Planned Development District No. 177 (PD-177) Grace Park

The development on the property comprising approximately 9.796 acres of land within the corporate limits of the Town of Flower Mound (“Town”) and as described on Exhibit “A” to this Zoning Ordinance adopting PD-177 shall be in accordance with the Town of Flower Mound *Master Plan* and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements.

A. Exhibits.

The following exhibits are incorporated into this Planned Development District:

1. Exhibit C: Conceptual Site Plan.
2. Exhibit D: Conceptual Landscape Plan.

B. Uses.

Development of Grace Park, comprising approximately 9.796 acres of land, shall comply with all regulations applicable to the Single-Family Residential District-10 (SF-10) contained in the Town’s Land Development Regulations, as amended, except as otherwise provided and/or limited herein.

C. Minimum and maximum dimensions.

1. Minimum lot width. The minimum lot width for lots 2 thru 9, Block B shall be 84.5 feet subject to section 98-1024. The minimum lot width for all other buildable lots shall be 95 feet subject to section 98-1024.
2. Minimum floor area per unit. The minimum floor area per dwelling unit shall be 2,000 square feet, subject to section 98-1025.
3. Minimum front yard.
 - a. Except as provided in this paragraph, the minimum front yard setback shall be 20 feet, subject to section 98-1026.
 - b. A “j-swing” garage shall be set back a minimum of 15 feet from the front property line.
4. Minimum side yard. The minimum side yard shall be 12 feet, subject to section 98-1028.
5. Minimum rear yard. The minimum rear yard shall be 18 feet, subject to section 98-

1028, except that rear patios and/or rear bay windows may encroach into the rear yard setback up to 4 feet.

6. Maximum lot coverage. The maximum lot coverage shall be 55 percent, subject to section 98-1029.

D. Landscape Standards.

Landscaping shall be in accordance with the Town's landscape ordinance as amended as shown on Exhibit "D".

E. Trail Requirements.

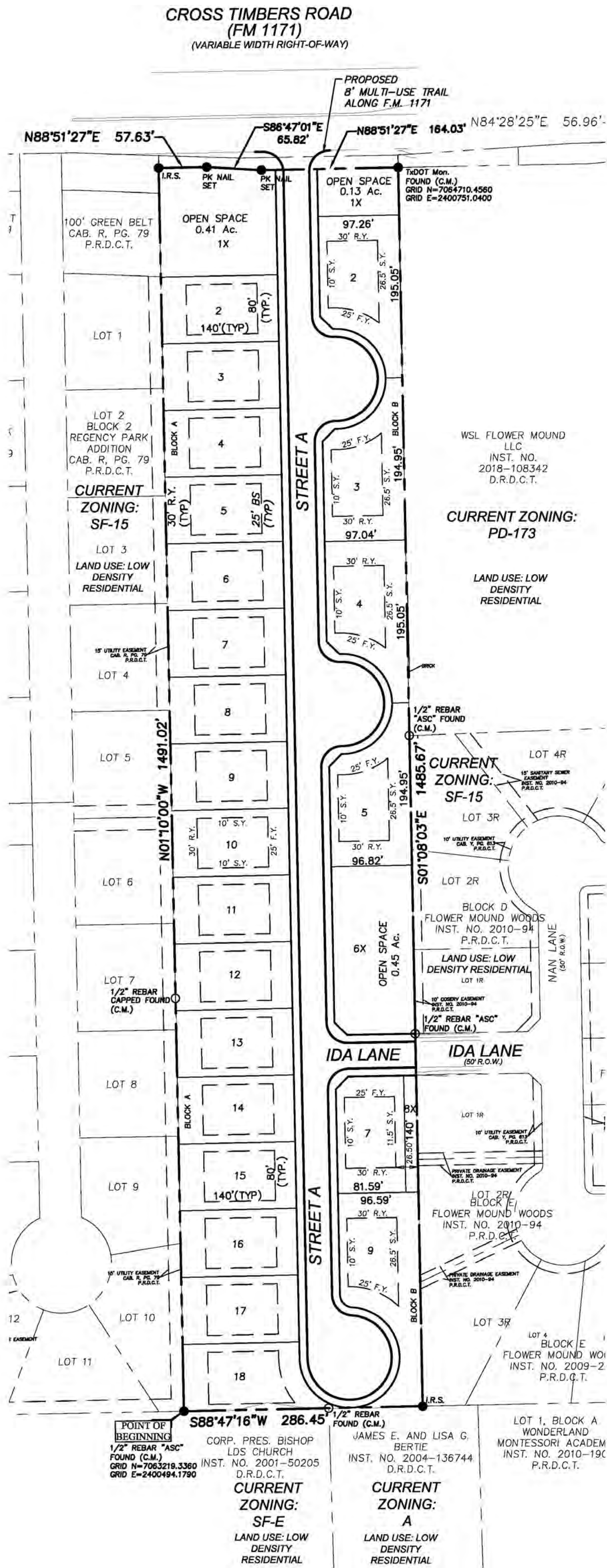
1. Cross Timbers Road Trail. There shall be a minimum eight-foot-wide multi-purpose trail along the Cross Timbers Road frontage as required by the *Parks & Trails Master Plan*.

F. Supplemental Standards.

1. Maximum number of buildable lots shall be 27.
2. Windows and balconies located on the rear façade of a residential dwelling above a first floor are prohibited.
3. Development shall include all of the improvements as depicted on Exhibit "C". Such improvements together with all other improvements necessary to serve the development shall be installed prior to the Town's acceptance of the subdivision.

G. Exceptions. The following exceptions to the Town's Ordinances shall apply to this Planned Development.

1. An exception to Section IV.C.5. of the Town's Engineering Design Criteria requirement to provide a wet retention pond. A temporary dry detention area is provided as shown on Exhibit "D".
2. An exception to the access management policy and criteria regarding driveway spacing contained in the Town's Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances.



LEGEND

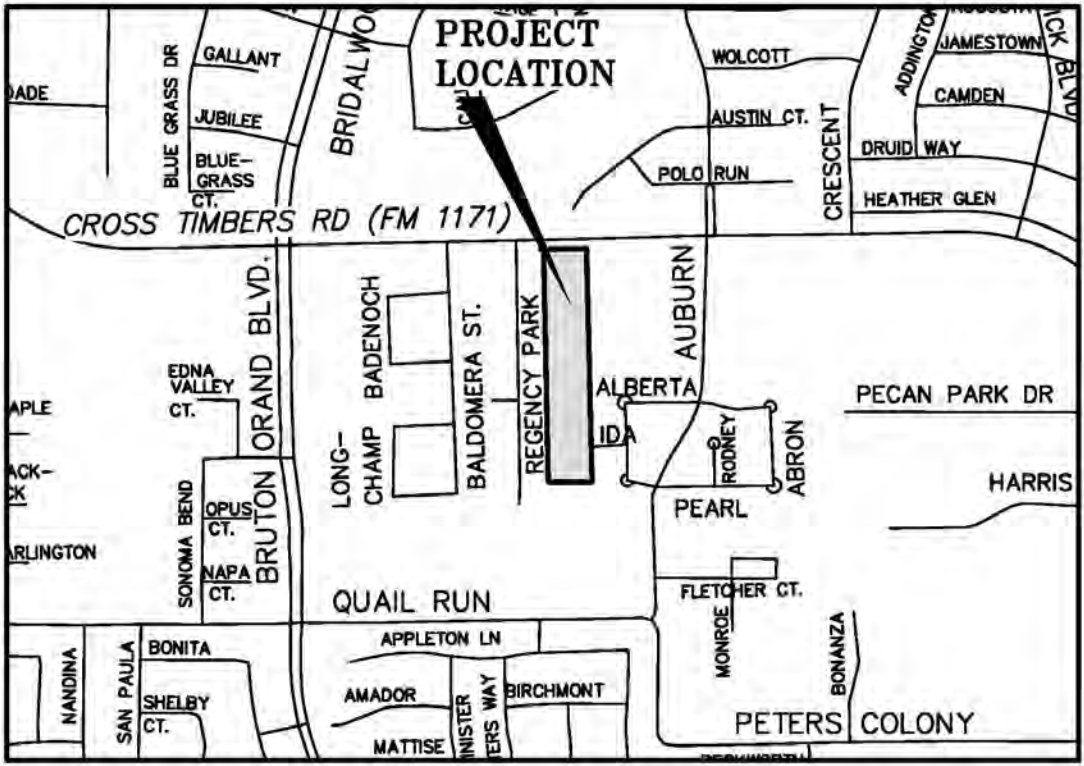
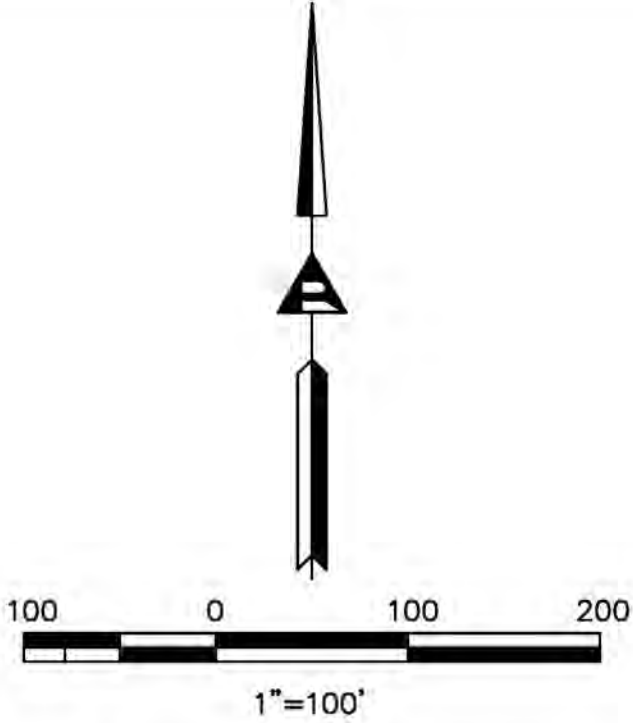
—	LOT LINE
—	DEED RECORDS, DENTON COUNTY, TEXAS
—	PLAT RECORDS, DENTON COUNTY, TEXAS
—	REPLAT RECORD DENTON COUNTY, TEXAS
- - -	PROPERTY BOUNDARY
- - -	ADJACENT PROPERTY BOUNDARY
—	PROPOSED R.O.W.
—	PROPOSED EDGE OF PAVEMENT

PROJECT DATA TABLE

GROSS SITE AREA	9.796 ACRES
PROPOSED USE	PD FOR SINGLE FAMILY DISTRICT-10 (SF-10) USES
CURRENT ZONING	AGRICULTURAL
OPEN SPACE	
PRIVATE OPEN SPACE LOTS	1.038 ACRES
TOTAL OPEN SPACE	1.038 ACRES
PROPOSED LOTS	
RESIDENTIAL	23 LOTS
RESIDENTIAL LOTS AREA	6.433 ACRES
MIN. RESIDENTIAL LOT SIZE	11,200 S.F.
MAX. RESIDENTIAL LOT SIZE	17,868 S.F.
AVG. RESIDENTIAL LOTS SIZE	12,183 S.F.
PRIVATE OPEN SPACE X-LOTS	4 LOTS
TOTAL ALL LOTS	27 LOTS

DEVELOPMENT DATA

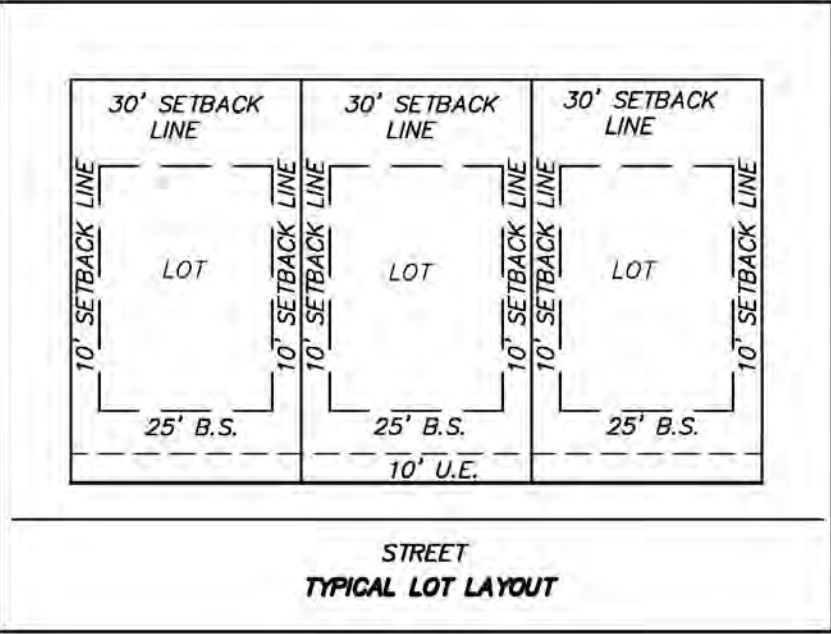
PROPOSED USE:	PD FOR SINGLE FAMILY DISTRICT-10 (SF-10) USES
CURRENT ZONING:	AGRICULTURAL
TOTAL GROSS LAND AREA:	±9.796 ACRES
TOTAL AREA OF LOTS =	6.433 AC. 65.67%
MINIMUM LOT AREA:	10,000 S.F.
MINIMUM LOT WIDTH:	80.0 FT.
MINIMUM FLOOR AREA:	2,800 S.F.
MINIMUM FRONT YARD:	25 FT.
MINIMUM SIDE YARD:	10 FT.
MINIMUM REAR YARD:	30 FT.
MAXIMUM LOT COVERAGE:	55%
MAXIMUM HEIGHT:	3/35 FT.



MASTER PLAN FEATURES

Land Use Plan	Existing: Low Density Residential Proposed: Medium Density Single Family Detached
Specific Plans	None
Urban Design Plan	None
Parks and Trails	8' Trail along F.M. 1171
Open Space Plan	N/A
Thoroughfare Plan	Cross Timbers Road – Major Arterial;
Water Plan	Existing 12" WM, S. Side of Cross Timbers Rd.
Wastewater Plan	Connect to existing SS manhole at Ida Lane & to Existing 8" SS stub, at west property line of subject tract. on Cross Timbers Road.

BLOCK	LOT	LOT SQ.FT.	LOT ACRES
A	1X	18,069	0.41
A	2	11,200	
A	3	11,200	
A	4	11,200	
A	5	11,200	
A	6	11,200	
A	7	11,200	
A	8	11,200	
A	9	11,200	
A	10	11,200	
A	11	11,200	
A	12	11,200	
A	13	11,200	
A	14	11,200	
A	15	11,200	
A	16	11,200	
A	17	11,200	
A	18	11,988	
B	1X	5,547	0.13
B	2	14,986	
B	3	14,963	
B	4	14,957	
B	5	14,934	
B	6X	19,440	0.45
B	7	11,316	
B	8X	2,100	0.048
B	9	17,868	



OWNER:

Joe H. Keahey
3881 Cross Timbers Rd.
Flower Mound, TX 75028

DEVELOPER/APPLICANT:

Rembert Enterprises, Inc.
3625 Bonanza Lane
Flower Mound, TX 75022
CONTACT: Reginald Rembert
214-213-5982

ENGINEER:

Ridinger Associates, Inc.
550 S. Edmonds Ln, Suite 101
Lewisville, TX 75067
CONTACT: Jason Kilpatrick
972-353-8000 Office
972-353-8011 Fax

GRACE PARK
RESIDENTIAL SUBDIVISION
Being 27 Buildable Lots & 3 X-Lots
9.796 acres Situated in the
P. Malone Survey, Abstract No. 836
in the
Town of Flower Mound
Denton County, Texas

Ridinger Associates, Inc.
Civil Engineers - Planners
Firm No. 1989
550 S. Edmonds Lane, Suite 101
Lewisville, Texas 75067
Tel. No. (972) 353-8000
Fax No. (972) 353-8011

GRACE PARK
RESIDENTIAL SUBDIVISION
FLOWER MOUND, TEXAS

CONCEPTUAL SITE PLAN

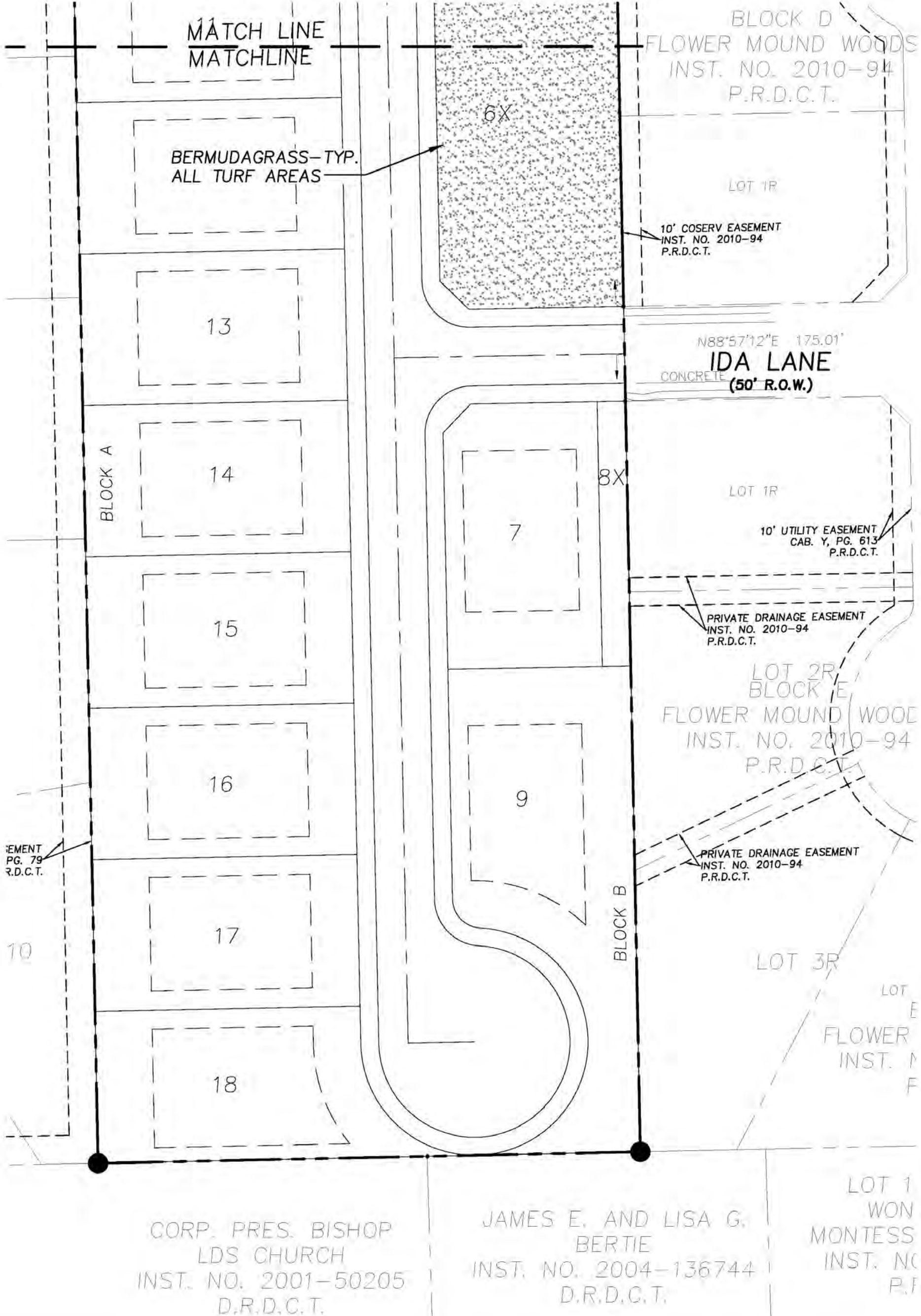
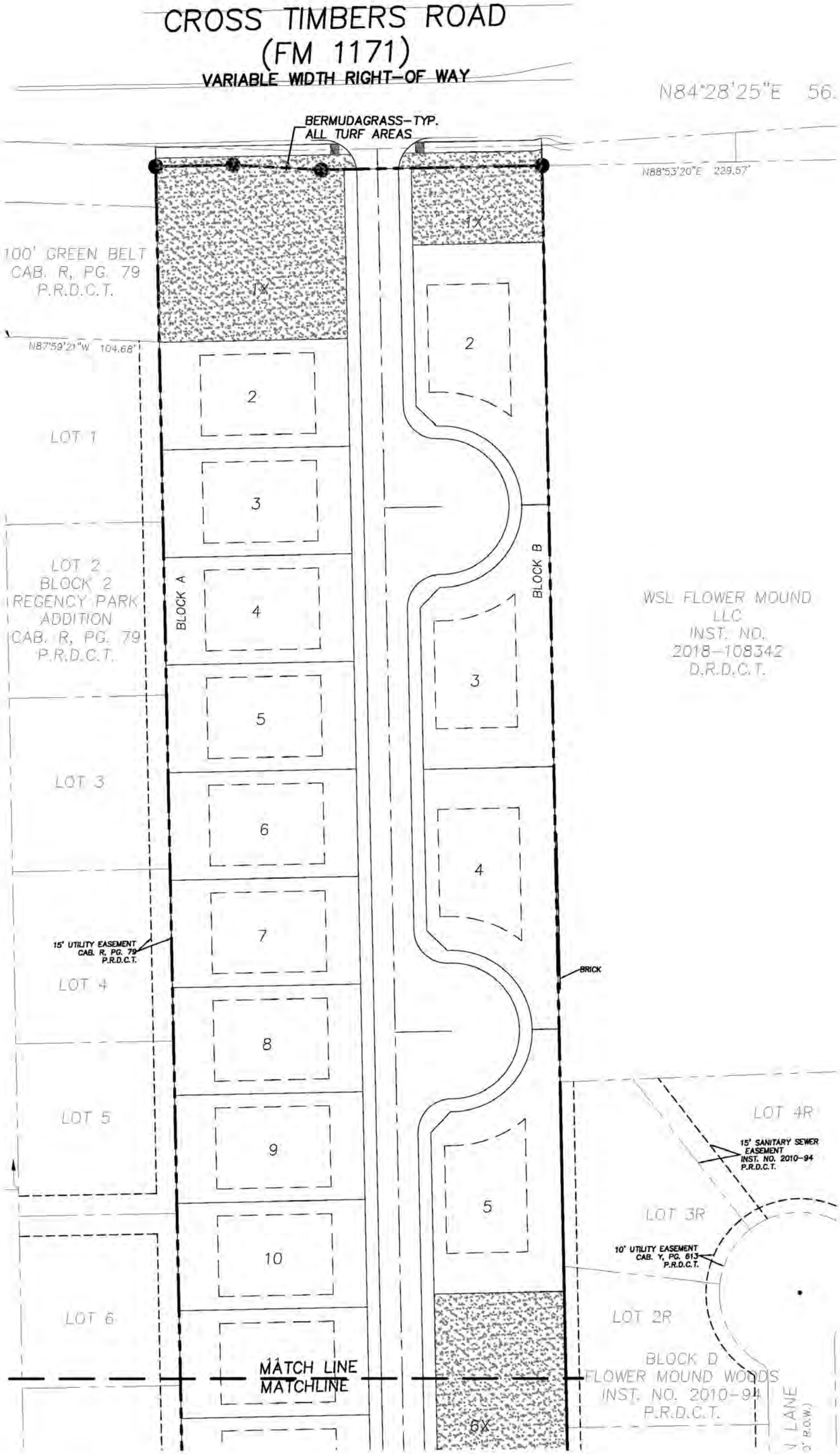
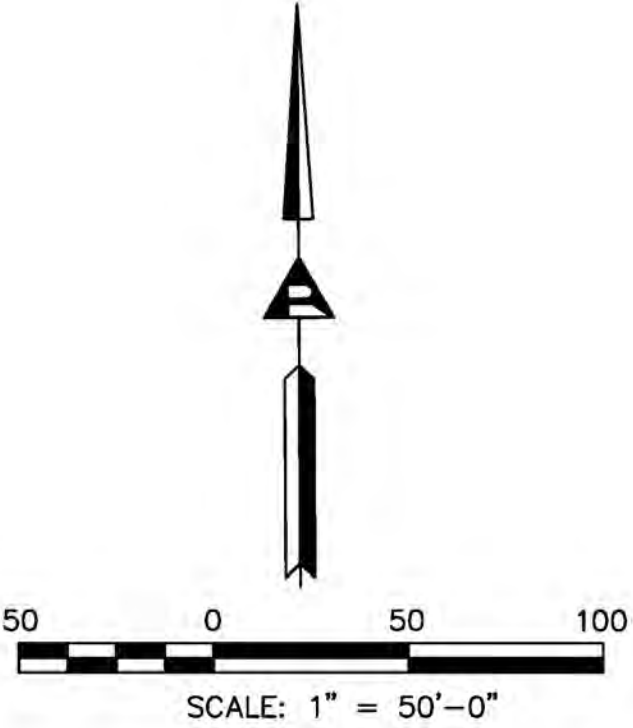
Scale: 1" = 100'
Designed by: LDR
Drawn by: JWH
Checked by: LDR
Date: JUNE 19, 2020
Project No. 035-030

SHEET
1

GENERAL LANDSCAPE NOTES

1. All landscape areas are to be received within .1' of proposed finish grade and free from all trash and debris.
2. All trees are to be planted in pits twice the diameter of the tree ball and no deeper than the depth of the ball. Scarify all tree pit sides prior to planting. All trees are to be planted plumb and at or slightly above finish grade. All tree pits are to have a 3" watering saucer formed around the perimeter of the pit. All tree pits are to be top dressed with a 2" layer of shredded hardwood mulch. Stake and / or guy trees only at the direction of the landscape architect.
3. Rotovate the existing soil of all planting beds to a minimum depth of 6". Add a 3" layer of premium compost as supplied by Living Earth Technology and till into the top 3" of the existing soil. Install all shrubs 1" above finish grade and fertilize with Agri-form slow release fertilizer tablets at the manufacturer's recommended rates of application. Top dress all planting beds with a 2" layer of shredded hardwood mulch.
4. All planting beds not formed by a concrete curb or sidewalk are to edged with Steel Edging (1/8"x4" painted green) or an approved equal. All edging stakes are to be placed to the inside of the bed and the top of the edging is to be no less than 1" and no more than 1.5" above proposed finish grade.
5. All turf areas are to be hydromulch Bermudagrass, unless otherwise noted on the plan.
6. Hydromulch with Bermudagrass seed at a rate of two (2) pounds per one thousand (1,000) square feet. If installation occurs between September 1 and April 1, all hydromulch areas to be Winter Ryegrass at a rate of four (4) pounds per thousand square feet. Contractor shall be required to re-hydromulch with Bermudagrass the following growing season.
7. All sodded areas are to receive common bermuda sod laid parallel to the contour of the land. All sod on slopes greater than 1:4 is to be pinned with 1"x1"x12" wooden stakes. All sod is to be laid with tight joints and with all joints staggered. Roll all sod with a water ballast lawn roller upon installation and fertilize with a complete fertilizer (13-13-13) at the rate of 1.5# actual nitrogen per 1000 square feet. Water all sod thoroughly.
8. All irrigation meter(s) are to be by utility contractors as per local codes. Irrigation sleeves to be installed by licensed irrigation contractor as per the plan.
9. All irrigation controllers are to have mini-click freeze and rain stats installed as per manufacturer's recommendations.
10. All irrigation sleeves to be by licensed irrigation contractor. All sleeves to be PVC schedule 40 with 90 degree elbows on both ends with extensions protruding 18" above proposed finish grade.

11. All turf and planting beds to be zoned separately. All planting bed heads to be on 12" pop-up risers. All turf heads to be on 4" pop-up risers. All valves to be plastic valves. All equipment to be Rainbird or approved equal.
12. All mainline and lateral line to have a minimum of 12" of cover and to be SDR (class 200) pipe.
13. Quantities shown on plant list are landscape architect's estimate only and should be verified prior to bidding. Contractor shall be responsible for bidding and providing quantity of plants required at spacing designated for bed sizes and configurations shown on the plans regardless of quantities designated on plant list.
- IRRIGATION NOTES:
1. All landscaped areas shall be irrigated with an irrigation system capable of providing the proper amount of water for the particular for the particular type of plant material used. Irrigation will be provided by an underground sprinkler system, or a subterranean drip drip system as approved by the City Arborist.
2. Automatic underground irrigation system shall be equipped with freeze guard set at 38 degrees F.
3. Areas of open space which contain preserved trees need not be irrigated if the City Arborist determines irrigation would be harmful to the preserved trees.
- MAINTENANCE NOTES:
1. All plant material shall be maintained in a healthy and growing condition, and must be replaced with plant material of similar variety and size if damaged, destroyed or removed.
2. Landscaped areas shall be kept free of trash, litter, weeds and other such materials or plants not part of the landscaping.
3. The property owner is responsible for regular weeding, mowing of grass, irrigating, fertilizing, pruning and other maintenance of all plantings, including parkways, as needed.
4. Undisturbed, naturalized area, shown on this plan is to be maintained by periodic field mowing as required by Town of Flower Mound standards.
- TREE PRESERVATION AND MITIGATION NOTES:
1. Developer / Contractor to install tree preservation fencing as shown by Limits of Construction as shown on this plan and Per Sheet LP-1. Fencing installation and proper location to be verified by Town of Flower Mound prior to construction. Refer to tree protection notes on Tree Survey and Tree Preservation Plan.
- PLANT LIST
- Bermudagrass / Cynodon dactylon / Hydromulch
- No Amenities are to be provided per this plan.



ST. CLAIR DESIGN GROUP, INC

Landscape Architecture

P. O. Box 12519
Dallas, Texas 75225
T. 214-454-9934

JOAN B. ST. CLAIR
REGISTERED LANDSCAPE ARCHITECT
STATE OF TEXAS
2210

DATE SEALED: 06-19-20

DESIGN BY: JBS
DRAWN BY: JBS
CHECKED BY: SCOG
DATE: FEBRUARY 23, 2012

LANDSCAPE PLAN
GRACE PARK
RESIDENTIAL SUBDIVISION
9.796 acres Situated in the
P. Malone Survey, Abstract No. 836
in the
Town of Flower Mound
Denton County, Texas

Ridinger
Associates, Inc.
Civil Engineers - Planners

No. 1989
550 S. Edwards
Lane, Suite 101
Lewisville, Texas 75067
Tel. No. (972) 533-8000
Fax No. (972) 533-8011

GRACE PARK
RESIDENTIAL SUBDIVISION
FLOWER MOUND, TEXAS

LANDSCAPE PLAN

Scale: 1"=50'-0"
Designed by: JBS
Drawn by: JBS
Checked by: SCOG
Date: MARCH 6, 2020
Project No. 035-030

SHEET

LP-1



NOT TO SCALE

(CALLED 180' R.O.W. CAB. R, PG. 79, P.R.D.C.T)



LANDSCAPE PLAN

Scale: NOT TO SCALE
Designed by: JBS
Drawn by: JBS
Checked by: SCDG
Date: NOVEMBER 7, 2010
Project No. 035-030

SHEET

LP-2



Rembert Enterprises, Inc.

3625 Bonanza Lane Flower Mound, TX 75022

July 8, 2020

Planning Division
2121 Cross Timbers Road
Flower Mound, TX 75028

RE: Grace Park (Community)
Flower Mound, Texas

To whom it may concern,

Please accept this as our formal Letter of Intent to describe the requested Master Plan Amendment and Zoning Planned Development.

The landowners purchased this property in 1963. The owners are elderly and have decided to sell and move to be assisted by family.

At our initial submittal in November 2019, the landowners were still residing on the property, but as of this new submittal, they have moved from the property for health reasons to be assisted by family.

Our initial proposal was for High Density Residential. With our company's recent success with High Density Single Family communities with Open Space (i.e. Woodlake Estates and Tinley Park), we felt this In-fill site would accommodate another High Density Single Family Residential Community which will bring more affordable homes to the area. This decision was changed after meeting with the residents of Regency Park I and Flower Mound Woods. They raised concerns about lot count and lot sizes and we felt it best to forgo the High Density plan.

In October of 2019, we began the process of planning this +/- 9.796 acre tract of land near the Intersection of Regency Park Ct. and FM 1171 (also known as Cross Timbers Road, a public roadway), by meeting with the Town's Development Review Committee (DRC). This tract of land is an In-Fill Site surrounded by two (2) Low-Density Residential communities. This site has limitations, due to its size and shape. The site is approximately 286' wide X 1491' deep, with a 50' R.O.W being needed to access. The site is limited to 118' deep lots for a double loaded street, or 236' deep lots for a single loaded street. The 236' deep lots exceed the Town's ordinance width to depth ratio. Current land use (Low Density) front and rear yard setbacks (25' and 30' respectively), provide additional limitations on the site.

Our plan is to develop an abnormally shaped property in a manner that utilizes the space to not only make a development successful, but also in a strategic manner that would hopefully satisfy the surrounding neighborhoods. The plan that was presented and tabled at Town Council on June 15 included 3 large open space lots, along with providing only thirteen 95' wide lots adjacent to the existing Regency Park 1 community. This would match the west side of Regency Park 1 where it is adjacent to the Regency Park 2 community. This plan also provided 95' wide lots adjacent to the Flower Mound Woods community to the east, which have 6 lots in the Flower Mound Woods community adjacent to our site.

We have had several meetings with many of the Regency Park 1 residents. We have met with individual residents of both communities. We have modified our plan several times in an attempt to satisfy the neighboring residents. Since the June 15th Town Council Meeting we have continued to meet with some of the residents of both communities.

Since our June 15th Town Council meeting we have revised our concept again in an effort to gain support from the surrounding communities. Our initial submittal was a 43 lot community. This was revised to a 27 lot community which was presented and tabled at the June 15th Town Council Meeting. We have revised our plan again to the current 23 lot community being proposed. Our proposed zoning is for Single-Family Residential which now consists of 23 lots with four open space lots. We are proposing to change the Master Plan/Land Use Plan and Zoning to accommodate this unique In-Fill Site to develop a community that is pleasing with the existing adjoining land uses and character of the neighborhoods in which project is located (Regency Park and Flower Mound Woods). Adequate public facilities are already in place to support the proposed development.

We are currently asking for Medium Density Residential, instead of High-Density land use and a base zoning of SF-10 instead of SF-5 previously proposed, which has a minimum lot size of 11,200 sf instead of the 6,000 sf originally proposed, a maximum of 17,868 sf instead of 6600 sf as originally proposed, with a price point exceeding \$600,000. Please note, we are providing approximately 1.03 acres which is approximately 10.4% of the property provided in open space/ landscape buffers. In addition, we are saving all specimen trees located on the property.

Should you have any questions, please feel free to contact us.

Sincerely,

Reginald Rembert
Rembert Enterprises, Inc.

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, LAND DEVELOPMENT REGULATIONS, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 9.796 ACRES OF LAND SITUATED IN THE P. MALONE SURVEY, ABSTRACT NUMBER 836, FROM AN AGRICULTURAL DISTRICT (A) TO PLANNED DEVELOPMENT DISTRICT-177 (PD-177) WITH SINGLE-FAMILY DISTRICT-10 (SF-10) USES IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town of Flower Mound heretofore adopted the Land Development Regulations of the Town of Flower Mound, as amended, which Ordinance regulates and restricts the location and use of buildings, structures and land for trade, industry, residence and other purposes, and provides for the establishment of zoning districts of such number, shape and area as may be best suited to carry out these regulations; and,

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as 9.796 acres of land situated in the P. Malone Survey, Abstract No. 836, Denton County, Texas, have filed an application to change the zoning from Agricultural District (A) to Planned Development District No. 177 (PD-177) with Single-Family District-10 (SF-10) uses; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on June 8, 2020, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on July 20, 2020, with respect to the proposed rezoning 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 rezoning on the property; and

WHEREAS, the Town Council finds that amendment of the Zoning map as outlined herein is in the best interest of the Town of Flower Mound and will promote the health, safety and general welfare of the citizens of the Town of Flower Mound and the general public.

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

ORDINANCE NO. ____**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 to establish a planned development district as shown below:

Approximately 9.796 acres of land situated in the P. Malone Survey, Abstract No. 836, Denton County, Texas, and more fully described in Exhibit "A" hereto.

Planned Development District No. 177 (PD-177) with Single-Family District-10 (SF-10) uses

SECTION 2

The development standards, conceptual site plan, and conceptual landscape plan of the proposed Planned Development District No. 177 (PD-177), attached hereto as Exhibits "B," "C," and "D," each incorporated herein for all purposes allowed by law, are hereby approved as the development standards, conceptual site plan and conceptual landscape plan for this Planned Development District No. 176 (PD-177).

SECTION 3

The official map of the Town of Flower Mound is hereby amended and the Director of Planning Services is directed to revise the official zoning map to reflect the approved Planned Development District No. 177 (PD-177), as set forth above.

SECTION 4

The use of the property described above shall be subject to all restrictions, terms and conditions contained in Exhibits "B," "C," and "D," attached hereto, as well as the applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town of Flower Mound.

SECTION 5

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

SECTION 6

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

ORDINANCE NO. ____**Page 3****SECTION 7**

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

SECTION 8

All rights and remedies of the Town of Flower Mound are expressly saved as to any and all violations of the provisions of the Land Development Regulations or any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 9

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

SECTION 10

This Ordinance shall take effect and be in full force from and after the date of its passage and publication as required by law, and it is so ordained.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 20TH DAY OF JULY, 2020.

APPROVED:

Steve Dixon, MAYOR**ATTEST:**

Theresa Scott, TOWN SECRETARY

EXHIBIT "A" – PROPERTY DESCRIPTION

BEING a 9.796 acre tract of land situated in the P. Malone Survey, Abstract Number 836, being a tract of land conveyed to Joe H. Keahey by deed recorded in Volume 3127, Page 343, Deed Records, Denton County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch rebar found for the southeast corner of Lot 10, Block 2 of Regency Park Addition, an addition to the Town of Flower Mound, as recorded in Cabinet R, Page 79, Plat Records, Denton County, Texas also being a point on the north line of a tract of land conveyed to Corp. Pres. Bishop LDS Church by deed recorded in Instrument Number 2001-50205, Deed Records, Denton County, Texas;

THENCE North 01 degrees 10 minutes 00 seconds West, departing the north line of said Corp. Pres. tract, with the east line of said Lot 10 and continuing with the east lines of Lots 8 and 9, Block 2 of said Regency Park, passing a 1/2 inch rebar capped found for the northeast corner of said Lot 8, same being the southeast corner of Lot 7, Block 2 of said Regency Park, a distance of 457.24 feet and continuing with the east lines of Lots 1, 2, 3, 4, 5, 6 and 7, Block 2, of said Regency Park, and continuing with the east line of a 100 foot green belt dedication as recorded in Cabinet R, Page 79, Plat Records, Denton County, Texas and continuing to the south right of way line of Cross Timbers Road (Called 180 foot right of way by Cabinet R, Page 79, P.R.D.C.T.), a total distance of 1,491.02 feet to a 1/2 inch rebar capped "ASC" set for corner;

THENCE the following three calls with the south right of way line of said Cross Timbers Road:

North 88 degrees 51 minutes 27 seconds East, a distance of 57.63 feet to a PK Nail set for corner;

South 86 degrees 47 minutes 01 seconds East, a distance of 65.82 feet to a PK Nail set for corner;

North 88 degrees 51 minutes 27 seconds East, a distance of 164.03 feet to a TXDOT Monument found for the northwest corner of a tract of land conveyed to WSL Flower Mound, LLC by deed recorded in Instrument Number 2018-108342, Deed Records, Denton County, Texas;

THENCE South 01 degrees 08 minutes 03 seconds East, departing the south right of way line of said Cross Timbers Road, with the west line of said WSL tract, passing a 1/2 inch rebar capped "ASC" found for the southwest corner of said WSL tract, same being the northwest corner of Lot 3R, Block D, Flower Mound Woods, an addition to the Town of Flower Mound, as recorded in Instrument Number 2010-94, Plat Records, Denton County, Texas, at a distance of 681.54 feet, and continuing with the west line of said Lot 3R, also with Lots 1R and 2R, Block D, of said Flower Mound Woods, passing a 1/2 inch rebar capped "ASC" found for the southwest corner of said Lot 1R, same being the northwest corner of Ida Lane (50 foot right of way line), at a distance of 1,039.14 feet and continuing with the west lines of Lots 1R, 2R, and 3R, Block E, of said Flower Mound Woods, a total distance of 1,485.67 feet to a 1/2 inch rebar capped "ASC" set for the southwest corner of said second referenced Lot 3R and lying on the north line of a tract of land conveyed to James E. and Lisa G. Bertie by deed recorded in Instrument Number 2004-136744, Deed Records, Denton County, Texas;

THENCE South 88 degrees 47 minutes 16 seconds West, with the north line of said Bertie tract, passing a 1/2 inch rebar capped "Concmon" found for the northwest corner of said Bertie tract, same being the northeast corner of said Corp. Pres. tract, a distance of 112.65 feet and continuing with the north line of said Corp. Pres. tract, a total distance of 286.45 feet to THE POINT OF BEGINNING and containing 426,698 square feet or 9.796 acres of land, more or less.

Exhibit “B”

Development Standards

Planned Development District No. 177 (PD-177) Grace Park

The development on the property comprising approximately 9.796 acres of land within the corporate limits of the Town of Flower Mound (“Town”) and as described on Exhibit “A” to this Zoning Ordinance adopting PD-177 shall be in accordance with the Town of Flower Mound *Master Plan* and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements.

A. Exhibits.

The following exhibits are incorporated into this Planned Development District:

1. Exhibit C: Conceptual Site Plan.
2. Exhibit D: Conceptual Landscape Plan.

B. Uses.

Development of Grace Park, comprising approximately 9.796 acres of land, shall comply with all regulations applicable to the Single-Family Residential District-10 (SF-10) contained in the Town’s Land Development Regulations, as amended, except as otherwise provided and/or limited herein.

C. Minimum and maximum dimensions.

1. Minimum lot width is 80 feet subject to section 98-1024.
2. Minimum floor area per unit. The minimum floor area per dwelling unit shall be 2,800 square feet, subject to section 98-1025.
3. Minimum front yard.
 - a. A “j-swing” garage shall be set back a minimum of 20 feet from the front property line.
4. Minimum side yard. The minimum side yard shall be 10 feet, subject to section 98-1028.
5. Minimum rear yard. The minimum rear yard shall be 30 feet, subject to section 98-1028.
6. Maximum lot coverage. The maximum lot coverage shall be 55 percent, subject to section 98-1029.

D. Landscape Standards.

Landscaping shall be in accordance with the Town's landscape ordinance as amended as shown on Exhibit "D".

E. Trail Requirements.

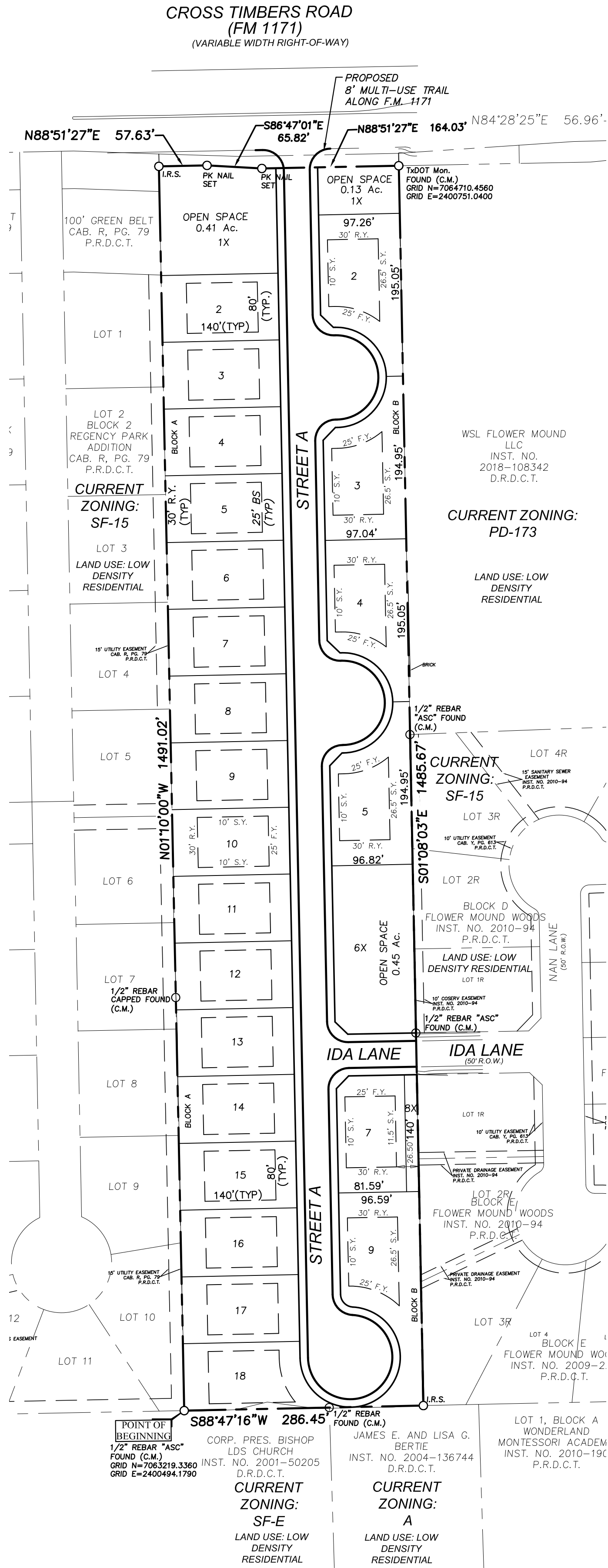
1. Cross Timbers Road Trail. There shall be a minimum eight-foot-wide multi-purpose trail along the Cross Timbers Road frontage as required by the *Parks & Trails Master Plan*.

F. Supplemental Standards.

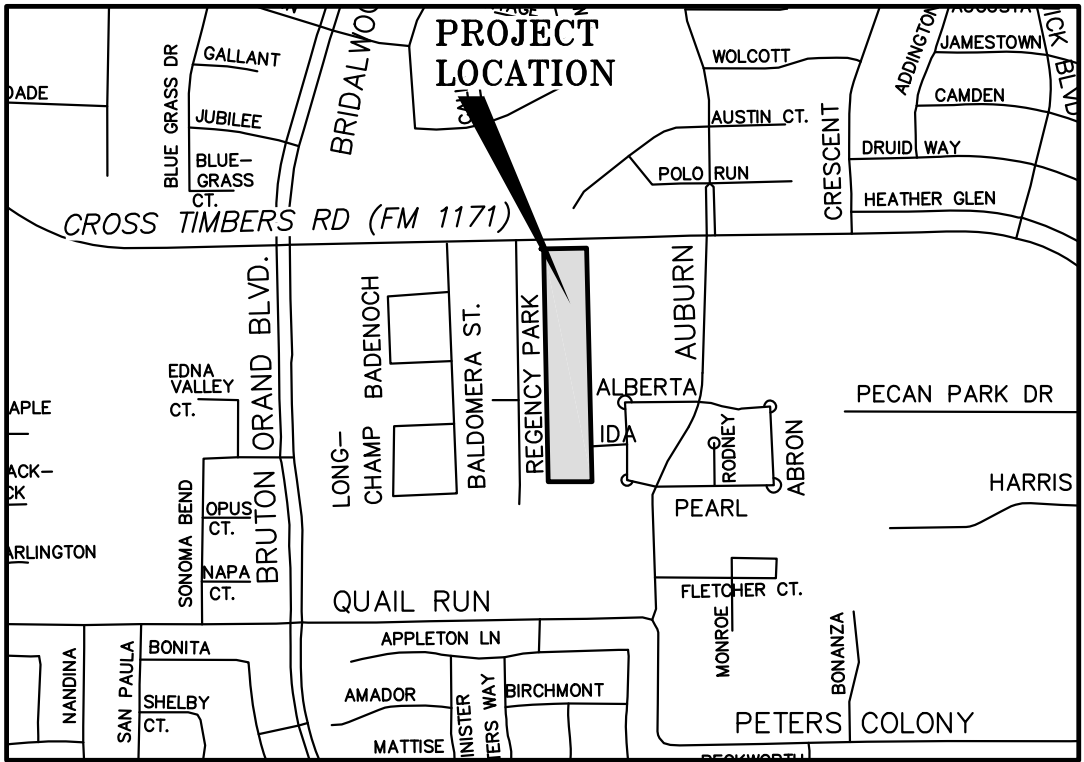
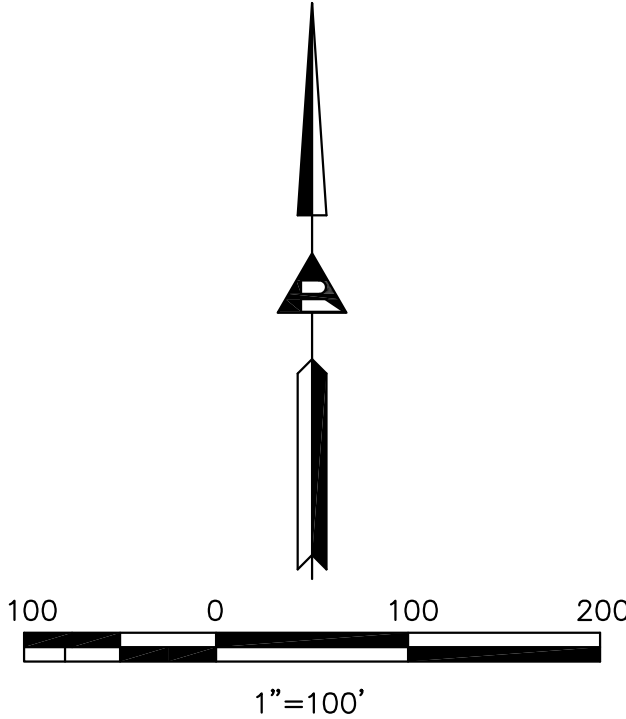
1. Maximum number of buildable lots shall be 23.
2. Development shall include all of the improvements as depicted on Exhibit "C". Such improvements together with all other improvements necessary to serve the development shall be installed prior to the Town's acceptance of the subdivision.

G. Exceptions. The following exceptions to the Town's Ordinances shall apply to this Planned Development.

1. An exception to Section IV.C.5. of the Town's Engineering Design Criteria requirement to provide a wet retention pond. A temporary dry detention area is provided as shown on Exhibit "D".
2. An exception to the access management policy and criteria regarding driveway spacing contained in the Town's Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances.



LEGEND	
	LOT LINE
	DEED RECORDS, DENTON COUNTY, TEXAS
	PLAT RECORDS, DENTON COUNTY, TEXAS
	REPLAT RECORD DENTON COUNTY, TEXAS
	PROPERTY BOUNDARY
	ADJACENT PROPERTY BOUNDARY
	PROPOSED R.O.W.
	PROPOSED EDGE OF PAVEMENT

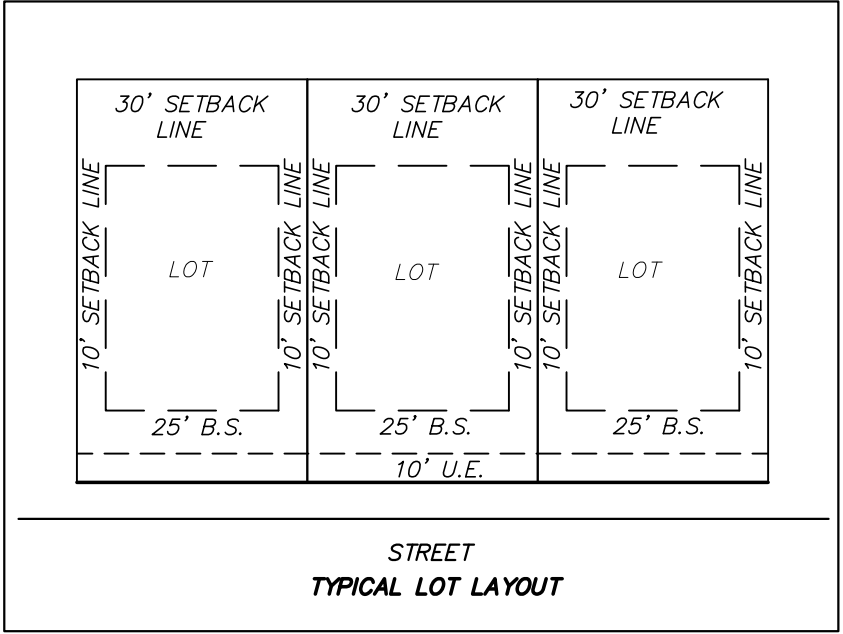


PROJECT DATA TABLE	
GROSS SITE AREA	9.796 ACRES
PROPOSED USE	PD FOR SINGLE FAMILY DISTRICT-10 (SF-10) USES
CURRENT ZONING	AGRICULTURAL
OPEN SPACE	
PRIVATE OPEN SPACE LOTS	1.038 ACRES
TOTAL OPEN SPACE	1.038 ACRES
PROPOSED LOTS	
RESIDENTIAL	23 LOTS
RESIDENTIAL LOTS AREA	6.433 ACRES
MIN. RESIDENTIAL LOT SIZE	11,200 S.F.
MAX. RESIDENTIAL LOT SIZE	17,868 S.F.
AVG. RESIDENTIAL LOTS SIZE	12,183 S.F.
PRIVATE OPEN SPACE X-LOTS	4 LOTS
TOTAL ALL LOTS	27 LOTS

DEVELOPMENT DATA	
PROPOSED USE:	PD FOR SINGLE FAMILY DISTRICT-10 (SF-10) USES
CURRENT ZONING:	AGRICULTURAL
TOTAL GROSS LAND AREA: ±9.796 ACRES	
TOTAL AREA OF LOTS = 6.433 AC. 65.67%	
MINIMUM LOT AREA: 10,000 S.F.	
MINIMUM LOT WIDTH: 80.0 FT.	
MINIMUM FLOOR AREA: 2,800 S.F.	
MINIMUM FRONT YARD: 25 FT.	
MINIMUM SIDE YARD: 10 FT.	
MINIMUM REAR YARD: 30 FT.	
MAXIMUM LOT COVERAGE: 55%	
MAXIMUM HEIGHT: 3/35 FT.	

BLOCK	LOT	LOT SQ.FT.	LOT ACRES
A	1X	18,069	0.41
A	2	11,200	
A	3	11,200	
A	4	11,200	
A	5	11,200	
A	6	11,200	
A	7	11,200	
A	8	11,200	
A	9	11,200	
A	10	11,200	
A	11	11,200	
A	12	11,200	
A	13	11,200	
A	14	11,200	
A	15	11,200	
A	16	11,200	
A	17	11,200	
A	18	11,988	
B	1X	5,547	0.13
B	2	14,986	
B	3	14,963	
B	4	14,957	
B	5	14,934	
B	6X	19,440	0.45
B	7	11,316	
B	8X	2,100	0.048
B	9	17,868	

MASTER PLAN FEATURES	
Land Use Plan	Existing: Low Density Residential Proposed: Medium Density Single Family Detached
Specific Plans	None
Urban Design Plan	None
Parks and Trails	8' Trail along F.M. 1171
Open Space Plan	N/A
Thoroughfare Plan	Cross Timbers Road – Major Arterial;
Water Plan	Existing 12" WM, S. Side of Cross Timbers Rd.
Wastewater Plan	Connect to existing SS manhole at Ida Lane & to Existing 8" SS stub, at west property line of subject tract. on Cross Timbers Road.



OWNER:
Joe H. Keahey
3861 Cross Timbers Rd.
Flower Mound, TX 75028

DEVELOPER/APPLICANT:
Rembert Enterprises, Inc.
3625 Bonanza Lane
Flower Mound, TX 75022
CONTACT: Reginald Rembert
214-213-5982

ENGINEER:
Ridinger Associates, Inc.
550 S. Edmonds Ln, Suite 101
Lewisville, TX 75067
CONTACT: Jason Kilpatrick
972-353-8000 Office
972-353-8011 Fax

GRACE PARK
RESIDENTIAL SUBDIVISION
Being 27 Buildable Lots & 3 X-Lots
9.796 acres Situated in the
P. Malone Survey, Abstract No. 836
in the
Town of Flower Mound
Denton County, Texas

Ridinger Associates, Inc.

Civil Engineers - Planners

Firm No. 1969
550 S. Edmonds Lane, Suite 101
Lewisville, Texas 75067

Tel. No. (972) 553-8000
Fax No. (972) 353-8011

GRACE PARK
RESIDENTIAL SUBDIVISION
FLOWER MOUND, TEXAS

CONCEPTUAL SITE PLAN

Scale: 1" = 100'
Designed by: LDR
Drawn by: JWH
Checked by: LDR
Date: JUNE 19, 2020
Project No. 035-030

GENERAL LANDSCAPE NOTES

1. All landscape areas are to be received within .1' of proposed finish grade and free from all trash and debris.
2. All trees are to be planted in pits twice the diameter of the tree ball and no deeper than the depth of the ball. Scarify all tree pit sides prior to planting. All trees are to be planted plumb and at or slightly above finish grade. All tree pits are to have a 3" watering saucer formed around the perimeter of the pit. All tree pits are to be top dressed with a 2" layer of shredded hardwood mulch. Stake and / or guy trees only at the direction of the landscape architect.
3. Rotovate the existing soil of all planting beds to a minimum depth of 6". Add a 3" layer of premium compost as supplied by Living Earth Technology and till into the top 3" of the existing soil. Install all shrubs 1" above finish grade and fertilize with Agri-form slow release fertilizer tablets at the manufacturer's recommended rates of application. Top dress all planting beds with a 2" layer of shredded hardwood mulch.
4. All planting beds not formed by a concrete curb or sidewalk are to edged with Steel Edging (1/8"x4" painted green) or an approved equal. All edging stakes are to be placed to the inside of the bed and the top of the edging is to be no less than 1" and no more than 1.5" above proposed finish grade.
5. All turf areas are to be hydromulch Bermudagrass, unless otherwise noted on the plan.
6. Hydromulch with Bermudagrass seed at a rate of two (2) pounds per one thousand (1,000) square feet. If installation occurs between September 1 and April 1, all hydromulch areas to be Winter Ryegrass at a rate of four (4) pounds per thousand square feet. Contractor shall be required to re-hydromulch with Bermudagrass the following growing season.
7. All sodded areas are to receive common bermuda sod laid parallel to the contour of the land. All sod on slopes greater than 1:4 is to be pinned with 1"x1"x12" wooden stakes. All sod is to be laid with tight joints and with all joints staggered. Roll all sod with a water ballast lawn roller upon installation and fertilize with a complete fertilizer (13-13-13) at the rate of 1.5# actual nitrogen per 1000 square feet. Water all sod thoroughly.
8. All irrigation meter(s) are to be by utility contractors as per local codes. Irrigation sleeves to be installed by licensed irrigation contractor as per the plan.
9. All irrigation controllers are to have mini-click freeze and rain stats installed as per manufacturer's recommendations.
10. All irrigation sleeves to be by licensed irrigation contractor. All sleeves to be PVC schedule 40 with 90 degree elbows on both ends with extensions protruding 18" above proposed finish grade.

11. All turf and planting beds to be zoned separately. All planting bed heads to be on 12" pop-up risers. All turf heads to be on 4" pop-up risers. All valves to be plastic valves. All equipment to be Rainbird or approved equal.
12. All mainline and lateral line to have a minimum of 12" of cover and to be SDR (class 200) pipe.
13. Quantities shown on plant list are landscape architect's estimate only and should be verified prior to bidding. Contractor shall be responsible for bidding and providing quantity of plants required at spacing designated for bed sizes and configurations shown on the plans regardless of quantities designated on plant list.

IRRIGATION NOTES:

1. All landscaped areas shall be irrigated with an irrigation system capable of providing the proper amount of water for the particular for the particular type of plant material used. Irrigation will be provided by an underground sprinkler system, or a subterranean drip drip system as approved by the City Arborist.
2. Automatic underground irrigation system shall be equipped with freeze guard set at 38 degrees F.
3. Areas of open space which contain preserved trees need not be irrigated if the City Arborist determines irrigation would be harmful to the preserved trees.

MAINTENANCE NOTES:

1. All plant material shall be maintained in a healthy and growing condition, and must be replaced with plant material of similar variety and size if damaged, destroyed or removed.
2. Landscaped areas shall be kept free of trash, litter, weeds and other such materials or plants not part of the landscaping.
3. The property owner is responsible for regular weeding, mowing of grass, irrigating, fertilizing, pruning and other maintenance of all plantings, including parkways, as needed.
4. Undisturbed, naturalized area, shown on this plan is to be maintained by periodic field mowing as required by Town of Flower Mound standards.

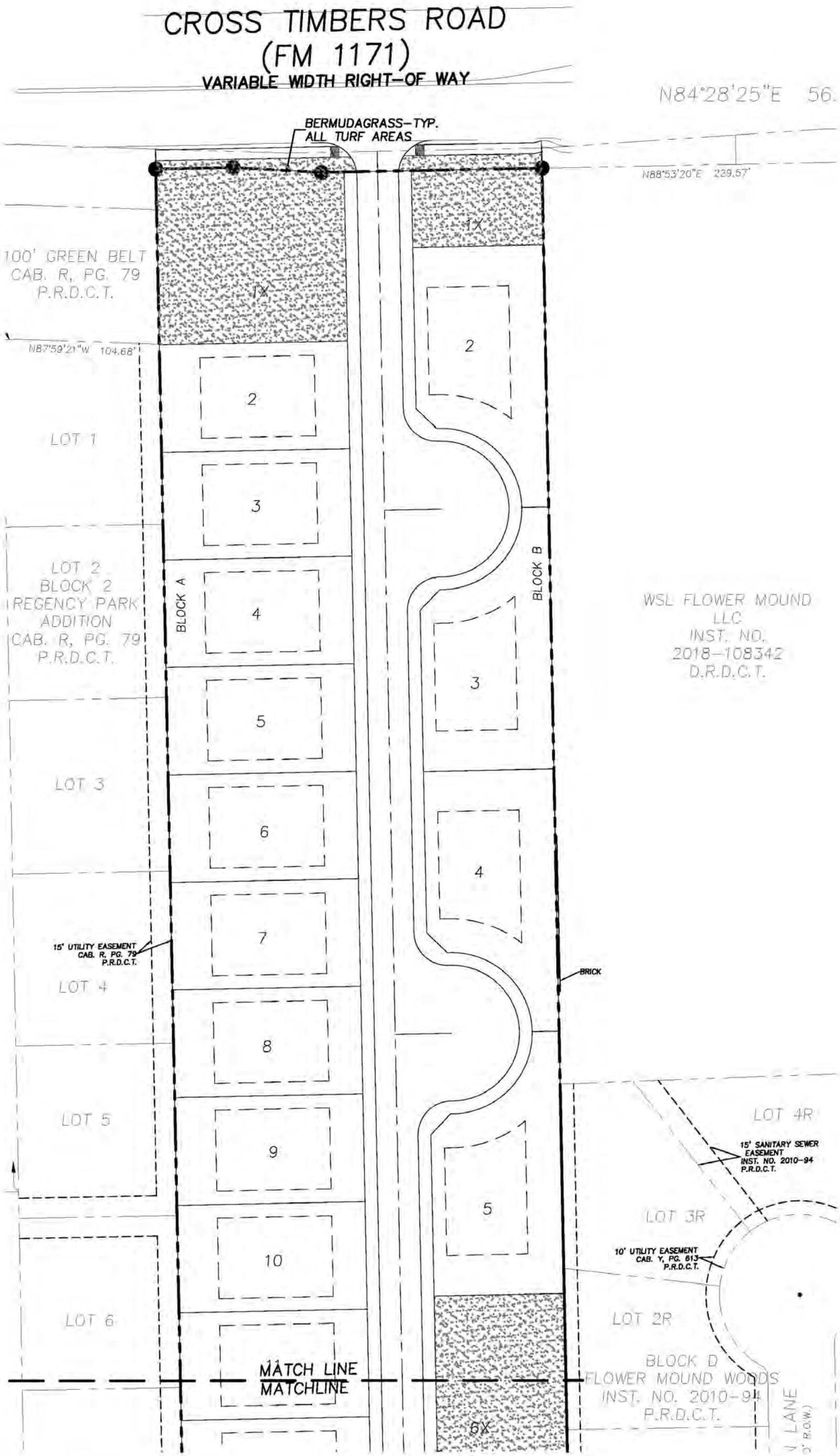
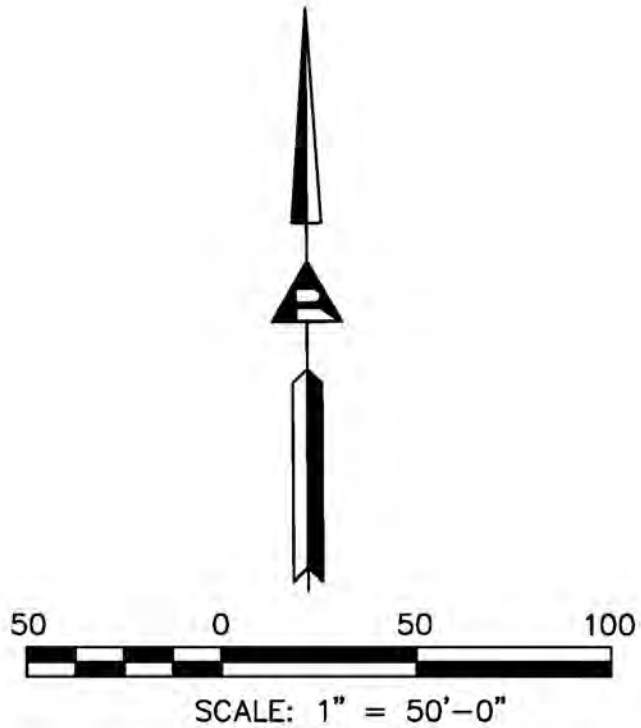
TREE PRESERVATION AND MITIGATION NOTES:

1. Developer / Contractor to install tree preservation fencing as shown by Limits of Construction as shown on this plan and Per Sheet LP-1. Fencing installation and proper location to be verified by Town of Flower Mound prior to construction. Refer to tree protection notes on Tree Survey and Tree Preservation Plan.

No Amenities are to be provided per this plan.

PLANT LIST

Bermudagrass / Cynodon dactylon / Hydromulch



ST. CLAIR DESIGN GROUP, INC

Landscape Architecture

P. O. Box 12519
Dallas, Texas 75225
T. 214-454-9934

DATE SEALED: 06-19-20

DESIGN BY: JBS
DRAWN BY: JBS
CHECKED BY: SCDD
DATE: FEBRUARY 23, 2012

LANDSCAPE PLAN
GRACE PARK
RESIDENTIAL SUBDIVISION
9.796 acres Situated in the
P. Malone Survey, Abstract No. 836
in the
Town of Flower Mound
Denton County, Texas

Ridinger
Associates, Inc.
Civil Engineers - Planners

No. 1989
550 S. Edwards
Lane, Suite 101
Lewisville, Texas 75067
Tel. No. (972) 533-8000
Fax No. (972) 533-8011

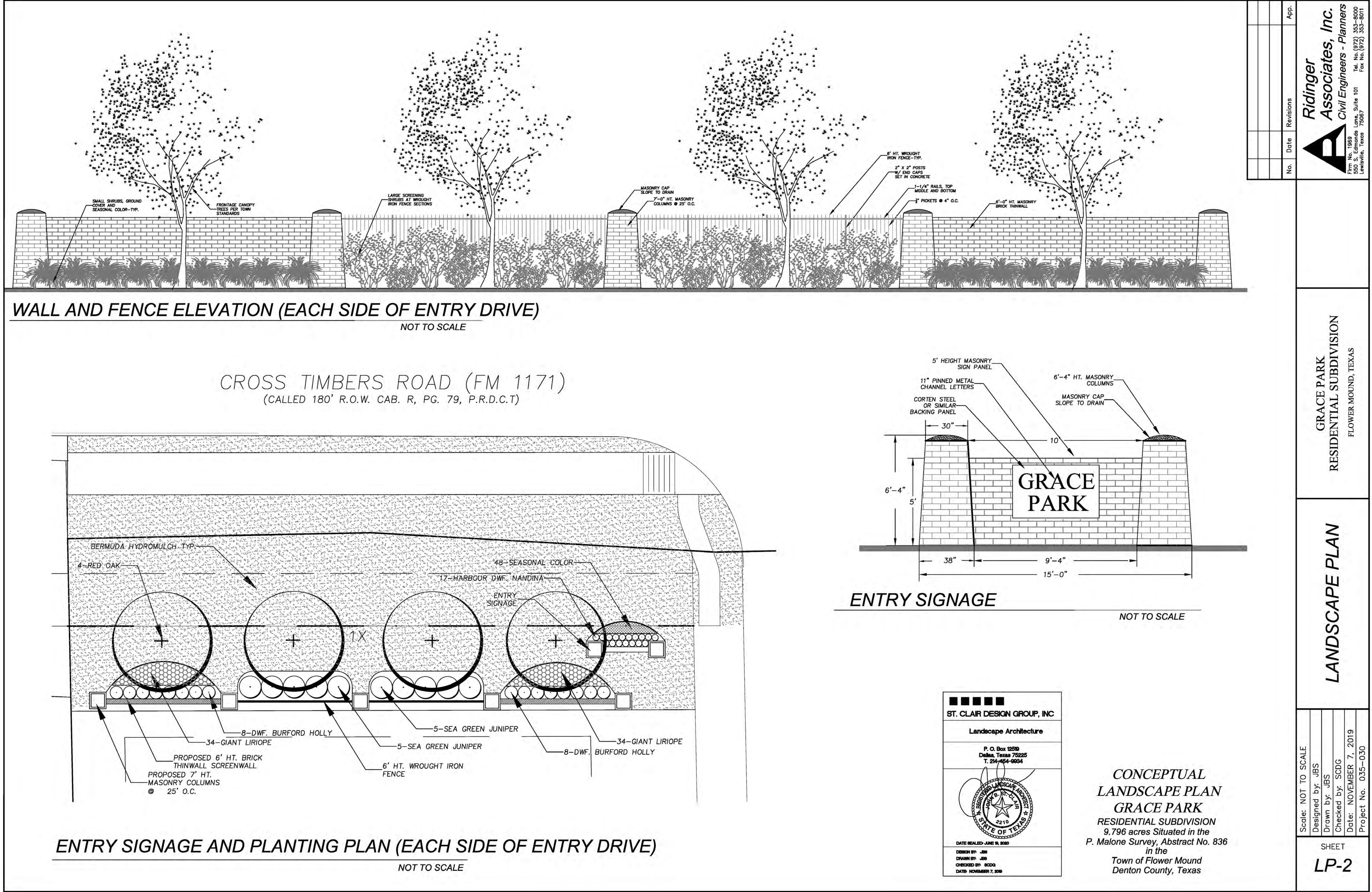
GRACE PARK
RESIDENTIAL SUBDIVISION
FLOWER MOUND, TEXAS

LANDSCAPE PLAN

Scale: 1"=50'-0"
Designed by: JBS
Drawn by: JBS
Checked by: SCDD
Date: MARCH 6, 2020
Project No. 035-030

SHEET

LP-1



No.	Date	Revisions	App.

Ridinger Associates, Inc.
Civil Engineers - Planners
P. O. Box 12519
Dallas, Texas 75225
Tel. No. (972) 353-8000
Fax No. (972) 353-8011

GRACE PARK
RESIDENTIAL SUBDIVISION
FLOWER MOUND, TEXAS

LANDSCAPE PLAN

Scale: NOT TO SCALE
Designed by: JBS
Drawn by: JBS
Checked by: SCDG
Date: NOVEMBER 7, 2019
Project No. 035-030

SHEET
LP-2

ST. CLAIR DESIGN GROUP, INC.
Landscape Architecture
P. O. Box 12519
Dallas, Texas 75225
T. 214-454-9834

DATE RECALLED: JUNE 19, 2020
DESIGN BY: JBS
DRAWN BY: JBS
CHECKED BY: SCDG
DATE: NOVEMBER 7, 2019

**CONCEPTUAL
LANDSCAPE PLAN
GRACE PARK**
RESIDENTIAL SUBDIVISION
9.796 acres Situated in the
P. Malone Survey, Abstract No. 836
in the
Town of Flower Mound
Denton County, Texas



TOWN COUNCIL AGENDA ITEM NO. 14

REGULAR ITEM

DATE: July 20, 2020

FROM: Andrea Roy, Director of Economic Development

ITEM: Public Hearing to consider approval of an ordinance establishing a Tax Abatement Reinvestment Zone for commercial tax abatement at 2201 Spinks Road.

****The applicant has requested that the subject item be postponed until August 3, 2020, to finalize details within the agreement associated with this reinvestment zone.****

BACKGROUND INFORMATION: Establishment of a reinvestment zone on the 2.638 acre property will facilitate a proposed Tax Abatement and Chapter 380 Agreement between the Town and Caddo Holdings, LLC (company/tenant), in exchange for Caddo constructing a 2-story, 37,000 square foot co-working facility on this site, to operate under the name of Caddo-Office Reimagined.

Chapter 312 of the Texas Tax Code requires that municipalities wishing to execute a Tax Abatement Agreement designate a Tax Abatement Reinvestment Zone by ordinance after a public hearing. Notice of the subject public hearing appeared in the Denton Record-Chronicle on Saturday, July 12, 2020. Additionally, all other applicable taxing entities (Denton County & Lewisville Independent School District) were notified of the intention to establish the reinvestment zone.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

All financial analysis will be provided in conjunction with the Caddo Holdings, LLC Tax Abatement and Chapter 380 Agreement item.

LEGAL REVIEW: Drew Larkin with Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the ordinance as to form and legality.

ATTACHMENTS: None available at this time.

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



TOWN COUNCIL AGENDA ITEM NO. 15

REGULAR ITEM

DATE: July 20, 2020

FROM: Andrea Roy, Economic Development Director

ITEM: **Public Hearing to consider approval of a Tax Abatement and Chapter 380 Agreement with Caddo Holdings, LLC, for the economic development of Flower Mound, and authorization for the Mayor to execute same on behalf of Town.**

****The applicant has requested that the subject item be postponed until August 3, 2020, to finalize details within the agreement.****

BACKGROUND INFORMATION: The subject request relates to the proposed Tax Abatement and Chapter 380 Agreement between the Town and Caddo Holdings, LLC. Caddo proposes to make an approximately \$9 million capital investment for the construction of a 2-story, 37,000 square foot co-working facility on 2.638 acres at 2201 Spinks Road (immediately west of Lisanti). The subject site occupies a portion of the land known as the Crosby tract, measuring a total of approximately 23 acres, located on the east side of Long Prairie, between Spinks Road and Lakeside Pkwy. This is the first site of the Crosby tract to be developed. The co-working facility will be branded as Caddo-Office Reimagined and will provide executive office suites and co-working space for individuals working independently or desiring collaboratively shared office space. Once fully occupied, the facility is expected to employ approximately 240 individuals. It is anticipated that the facility will be completed by spring 2021.

On February 2, 2020, and May 18, 2020, Town Council met in Closed Session to discuss Caddo Holdings' incentive request. Most recently, on May 11, 2020, Planning & Zoning Commission approved the site plan and plat associated with the development of the co-working facility.

Caddo Holdings has requested incentive assistance in order to offset the significant costs associated with the infrastructure needed to serve this project and prepare the remainder of the site for future development.

The Caddo facility will serve a need in our community, providing affordable and flexible office space for start-up and growing businesses, therapists, and satellite offices. Caddo hopes to attract, mentor, and incubate new and small businesses and sees themselves as a community asset and is open to partnership opportunities within the Town, which could offer training for their tenants and other small businesses. The facility will be very similar to the Yeager Properties project located in Allen (<https://yeagertx.com/locations/allen-office-suites/>).

The proposed Tax Abatement and Chapter 380 Agreement provides for an 8-year (years 1-7 at 75%, year 8 at 38%), real property tax abatement (total estimated savings \$145,000), a grant equal to 25% of impact fees (\$21,000 in savings), and a building permit fee waiver (\$9,500). A 10-year cost-benefit analysis indicates a total cost to the Town of \$174,000, providing a minimum net benefit of over \$242,000. The payback period to the Town is approximately eight years; however, the applicant's estimates related to building value are extremely conservative, which will likely result in a reduced payback period.

In accordance with Section 312.207 of the Texas Tax Code, on June 17, 2020, notice of the subject public hearing appeared in the Denton-Record Chronicle, was posted on the Town's bulletin board, and on the Town's website.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: One time grant equal to the greater of \$20,000 or 25% of impact fees.

Proposed Expenditure/(Revenue):	Account Number:
\$21,000	100-600-57000-5320

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

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

ATTACHMENTS: None available at this time.

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



TOWN COUNCIL AGENDA ITEM NO. 16

REGULAR ITEM

DATE: July 20, 2020

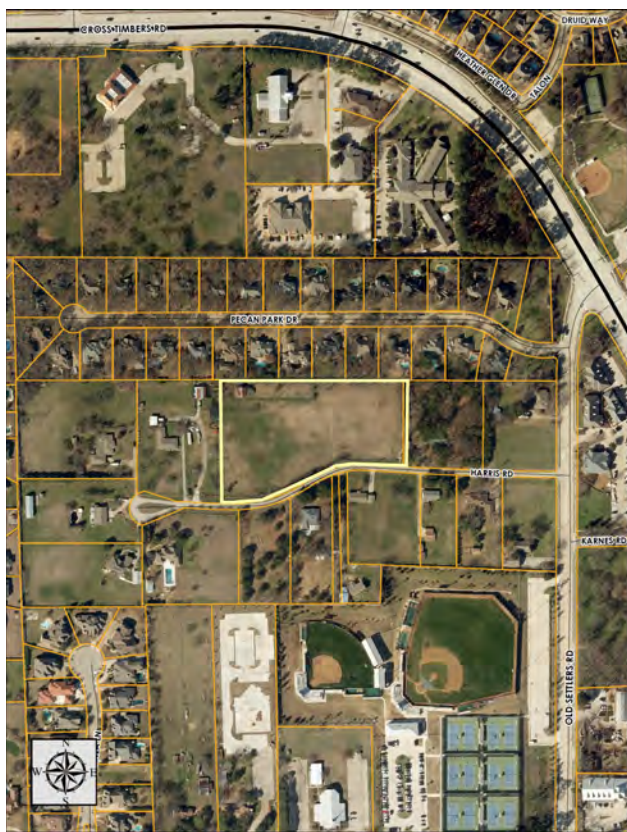
FROM: Poornima Kashyap, Principal Planner

ITEM: Consider a request for a Record Plat (RC19-0004 – Traditions of Flower Mound) to create a residential subdivision with an exception to the grading criteria, regarding residential lot-to-lot drainage, contained in 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 Old Settlers Road and north of Harris Road. (The Planning and Zoning Commission recommended approval by a vote of 4 to 2 at its July 13, 2020, meeting.)

SUMMARY DATA:

- Size – 4.399 acres
- No. of lots – 9 (0.49 units/acre)
- SMARTGrowth – Passed
- Traffic Analysis – Passed, the expected traffic does not exceed 5% capacity on any Collector or Arterial street, and therefore has adequate Public Transportation Infrastructure per SMARTGrowth. Traffic is expected to be very low and not to have adverse impacts to surrounding streets.
- Exceptions – The applicant is requesting an exception to the Town's Engineering Design Criteria and Construction Standards regarding grading and drainage standards to allow lot-to-lot drainage for six lots.
- Incentives – N/A

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item.



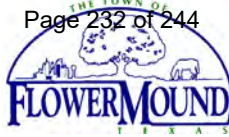
situation within their neighborhood. Due to the topography of the subject property, which gradually slopes from the southwest corner to the northeast corner (approximately 10-12 feet drop), the storm water run-off surface flows into the adjacent lots within Pecan Park Estates. Per the civil plans submitted for consideration by the applicant, the new design directs the flow of run-off storm water from the subject site into the detention pond and releases the water at a calculated rate into the wye inlet that is located underground within the Pecan Park Estates development, thus improving the current drainage condition.

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: 2

REGULAR ITEM

DATE: July 13, 2020

FROM: Poornima Kashyap, Principal Planner

ITEM: **Consider a request for a Record Plat (RC19-0004 – Traditions of Flower Mound) to create a residential subdivision with an exception to the grading criteria, regarding residential lot-to-lot drainage, contained in 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 Old Settlers Road and north of Harris 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 application is to create nine buildable, single-family residential lots with a minimum lot size of 15,000 square feet. The site contains approximately 4.399 acres and is zoned Planned Development District-152 (PD-152) for Single Family District-15 (SF-15) uses. The applicant is requesting an exception to the Town's Engineering Design Criteria and Construction Standards regarding grading and drainage standards.

A. Exception to the Town's Engineering Design Criteria and Construction Standards

On April 15, 2019, the Town Council approved an update to the Engineering Design Criteria and Construction Standards related to grading and drainage. Per the updated standards, each residential lot must drain either to the right-of-way or to a drainage easement that is contained within an open-space lot owned and maintained by the Homeowner's Association, unless the Town Council grants an exception to this standard. The developer is requesting an exception to this requirement for Lots 1 through 4, Block A. The north half (or the rear half) of these four lots will drain to a 15-foot drainage easement that is located within individual residential lots and then flow lot-to-lot in an eastward direction into an inlet located within the x-lot. The south half of these four lots will drain towards the right-of-way as required by the Town standards and then drain into the detention pond via a curb inlet.

3. Residential Construction**a. Lot Grading**

- (1) No lot-to-lot drainage is permitted in residential sub-divisions; lots shall be designed so that they drain to either the ROW or to a drainage easement contained within an X-Lot. The Town Council may grant an exception to this section provided that the developer agrees to install a private drainage system that is located within a drainage easement dedicated to the HOA and that the system meets the minimum private storm water system standards contained in Part B, Section IV of the Design Criteria.

The plat depicts necessary easements, setbacks, and landscape buffers. The landscape plan depicts the required number of trees within the landscape buffer. Access to the development is provided from Harris Road, a local residential street that connects to Old Settlers Road on the east end and dead ends with a cul-de-sac at the west end.

The proposed record plat is consistent with the approved concept plan (ZPD16-0013) and development plan (DP17-0003) that were approved by the Town Council on October 2, 2017.

III. ATTACHMENTS**A. Background Information**

1. Vicinity Map
2. Letter of Intent

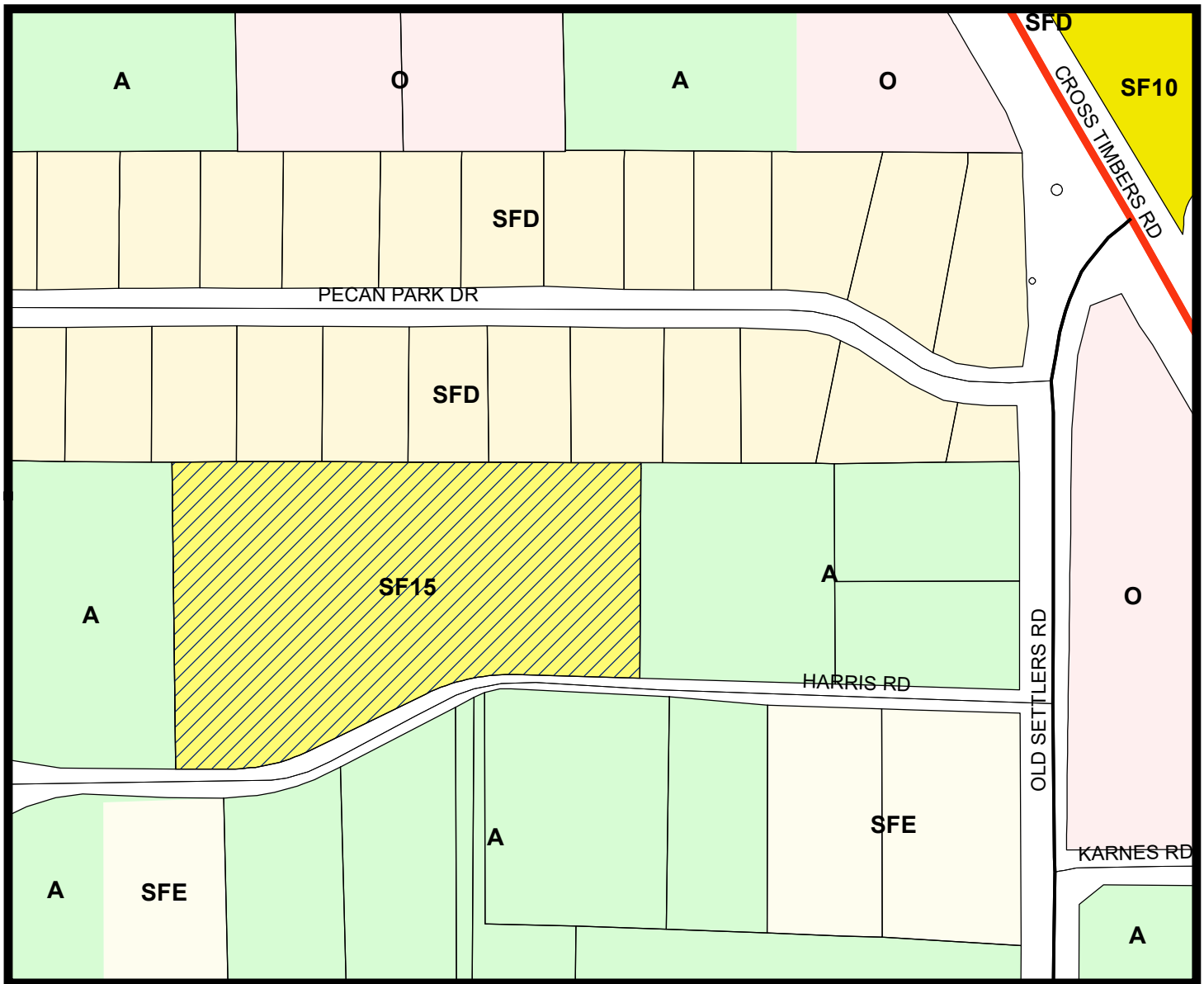
B. Application Details

1. Record Plat Package

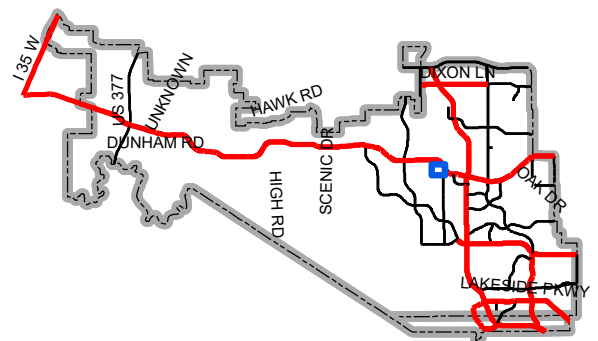
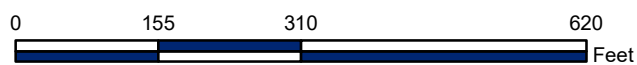
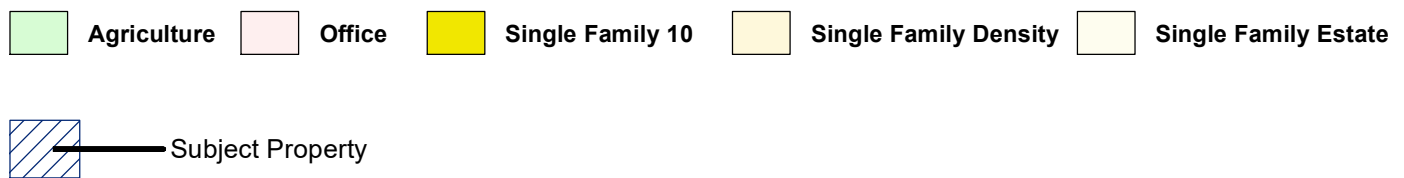


Vicinity Map

Reference Project: RC19-0004



LEGEND



Map Location

June 29, 2020

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

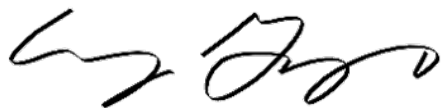
RE: *Letter of Intent – Record Plat*
Approximately 4.4 Acres
Traditions of Flower Mound
S&A Project Number: 02-151.002

To whom it may concern,

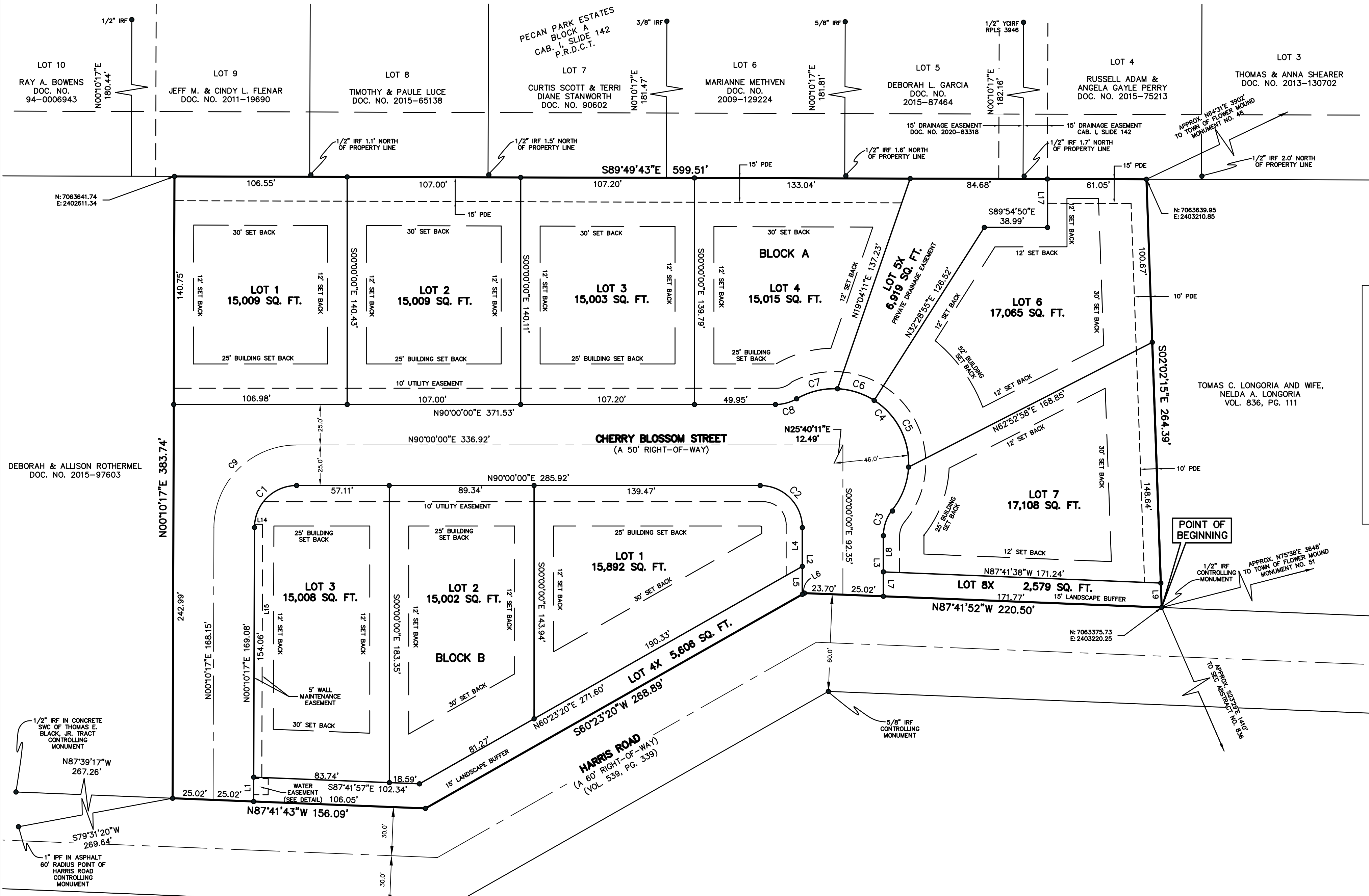
Please accept this correspondence as the formal Letter of Intent to submit a Record Plat for the Traditions of Flower Mound single family project on the north side of Harris Road approximately 520' west of Old Settlers Road. This site is currently zoned under PD-152 which allows for single family development under the base SF-15 zoning. The approximately 4.4 acre site includes 9 single family lots and three common areas. This project will be developed all in one phase. As a part of this development, we request an exception to allow for lot to lot drainage which will affect a small portion of the overall site. A preliminary plat for the subdivision has already been approved by the Town of Flower Mound.

Thank you for your time and consideration in this matter. If you have any questions, please contact me at 469-424-5900 or at casey.gregory@thesanchezgroup.biz if this is more convenient.

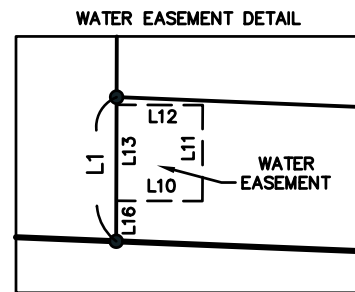
Regards,

A handwritten signature in black ink, appearing to read 'Casey Gregory', with a stylized flourish at the end.

Casey Gregory, P.E.
Sanchez & Associates LLC



Drainage Easement Notes:
1. Drainage easements with open channel may only be crossed by tubular steel type fencing. There must be a minimum of 4" of clearance between the lowest part of a fence and the top of a private swale. Drainage easements must be kept in a state that will not inhibit flow.
2. Upkeep and maintenance of the Private Drainage Easement is the responsibility of the HOA.
3. Upkeep and maintenance shall include but not be limited to the following items:
A. Grass and ground shall be kept to a height required by the Town Ordinance.
B. The detention facility shall be kept free of debris and litter, with particular attention given to keeping the outlet structure clear at all times.
C. Accumulated sediment shall be removed from the facility as required to ensure that there is no reduction in function or detention facility.
12. No dumping of any type is permitted within this easement area.



SURVEYOR'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF TARRANT §

This is to certify that I, Timothy Mankin, a Registered Professional Land Surveyor, licensed by the State of Texas, have plotted the above subdivision from an actual survey on the ground, and that this plat correctly represents that survey made by me or under my supervision.

PRELIMINARY

Timothy R. Mankin, R.P.L.S. No. 6122
Peiser & Mankin Surveying, LLC

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE me, the undersigned authority, a Notary Public in and for Tarrant County, Texas, on this day personally appeared Timothy R. Mankin, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and considerations therein stated. Given under my hand and seal of the office this ____ day of _____, 2020.

Notary Public in and for Tarrant County, Texas

APPROVED:

TOWN OF FLOWER MOUND
PLANNING AND ZONING COMMISSION

David Johnson, Chairman
Planning and Zoning Commission

Lexin Murphy, Director of Planning Services

SIGNED AND SEALED:
TOWN OF FLOWER MOUND

Theresa Scott, Town Secretary
Town of Flower Mound

LINE	BEARING	DISTANCE
L1	S 00°10'17" W	15.01'
L2	S 00°00'00" E	41.12'
L3	S 00°00'00" E	37.36'
L4	S 00°00'00" W	23.90'
L5	S 00°00'00" E	17.25'
L6	S 60°23'20" W	1.51'
L7	S 00°00'00" E	15.06'
L8	S 00°00'00" W	22.30'
L9	S 02°02'15" E	15.08'
L10	S 89°49'43" E	8.97'
L11	N 00°10'17" E	10.00'
L12	N 89°49'43" W	8.97'
L13	S 00°10'17" W	10.00'
L14	S 89°50'59" E	5.00'
L15	S 00°08'28" W	156.25'
L16	N 00°10'17" E	4.21'
L17	S 00°04'17" E	29.93'

LOT	AREA	ACRES
1	15,010 SF	0.344
2	15,009 SF	0.344
3	15,003 SF	0.344
4	15,015 SF	0.345
6	17,065 SF	0.392
7	17,108 SF	0.393

LOT	AREA	ACRES
1	15,892 SF	0.365
2	15,002 SF	0.344
3	15,008 SF	0.345

LOT & BLOCK SUMMARY TABLE	
LARGEST RESIDENTIAL LOT	17,108 SF (0.393 ACRE)
SMALLEST RESIDENTIAL LOT	15,002 SF (0.344 ACRE)
AVERAGE RESIDENTIAL LOT AREA	15,568 SF (0.357 ACRE)
RESIDENTIAL LOTS	9
TOTAL "X" LOTS	3
TOTAL LOTS	12

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	26.00'	40.76'	36.71'	S 45°05'08" W	89°49'43"
C2	26.00'	40.84'	36.77'	N 45°00'00" W	90°00'00"
C3	26.00'	17.43'	17.11'	S 19°12'33" W	38°25'06"
C4	46.00'	127.31'	90.40'	N 40°51'56" W	158°34'04"
C5	46.00'	48.53'	46.31'	N 27°17'44" W	60°26'41"
C6	46.00'	23.99'	23.72'	N 72°27'36" W	29°53'03"
C7	46.00'	26.29'	25.93'	S 76°13'27" W	32°44'50"
C8	26.00'	13.68'	13.52'	N 74°55'31" E	30°08'58"
C9	51.00'	79.96'	72.02'	S 45°05'08" W	89°49'43"

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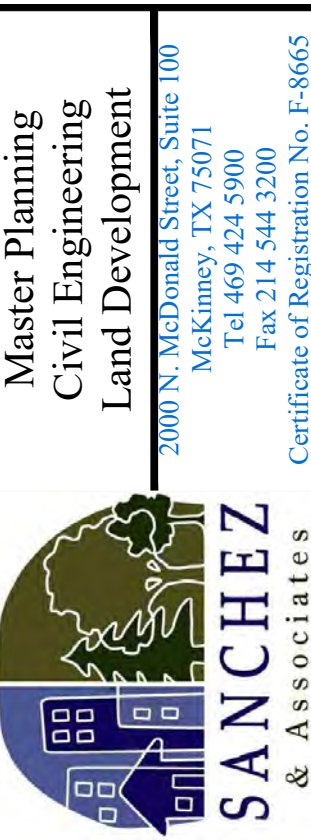
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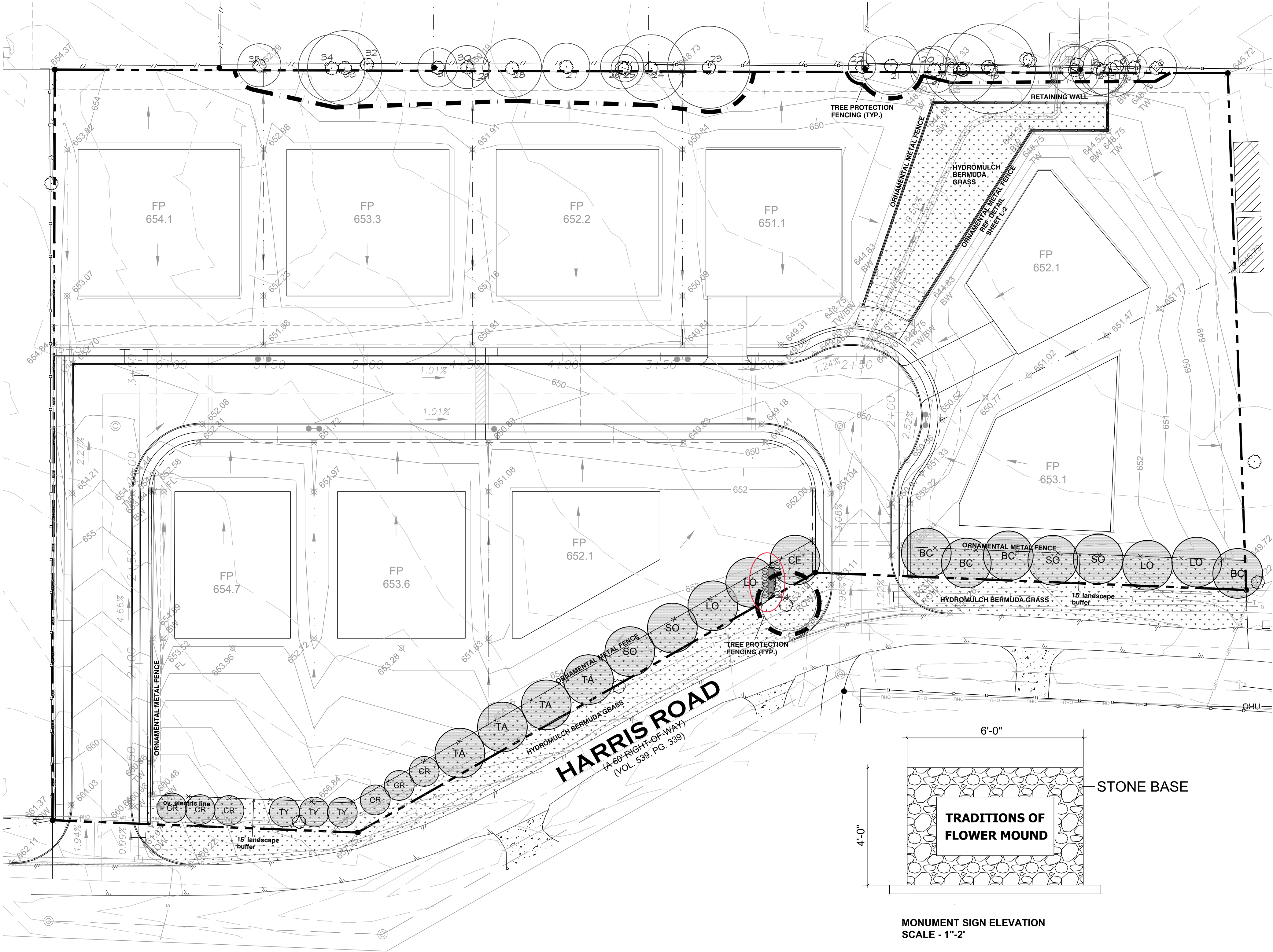


TRADITIONS OF
FLOWER MOUND

LANDSCAPE PLAN

Scale: SEE GRAPHIC SCALE
Designed by: RCG
Drawn by: CDR
Checked by: RCG
Date: 02/12/2020
Project No. 02151-002

L-1



TREE LEGEND

- Canopy Trees
- LO Live Oak
 - SO Shumard Oak
 - BC Bald Cypress
 - CR Crapemyrtle
 - TA Texas Ash
 - CE Cedar Elm
 - TY Tree Yaupon
- Ornamental Trees

LEGEND

- PROPERTY BOUNDARY
- 5' ORNAMENTAL METAL FENCE
- PROPOSED 4' CLASS "A" CONCRETE SIDEWALK WITH ADA RAMPS PER TOWN OF FLOWER MOUND STANDARDS
- EXISTING TREES TO BE REMAIN
- HYDROMULCH BERMUDA GRASS

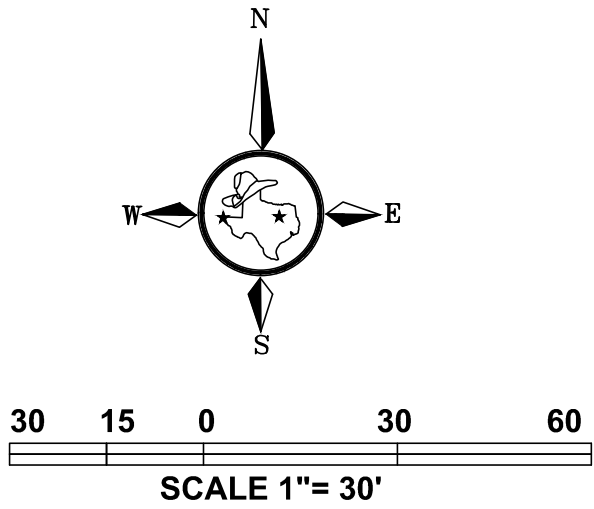
LANDSCAPE NOTES

- The project will have an underground automatic irrigation system to water all new plantings.
- Install 4" layer of shredded hardwood mulch to all trees.
- Shredded hardwood mulch must be contain long strands along with double shred finer material obtained from a local source.
- Tree pit soil: 12 inches of prepared planting mix (75% import topsoil, 15% composted amendment, 10% washed sand).
- Plant material to have 1 year warranty. Replace any tree in a declining state within the calendar year.
- Topsoil provided shall be free from sticks, debris and rocks larger than 2 inches in diameter and have an organic matter level of 3 percent minimum and a pH range between 5.5 and 7.4 percent. Provide soil test analysis from a soil test laboratory showing soil makeup and organic percentage.
- Hydromulch areas disturbed by construction activities with Sahara Bermuda as shown on plan.

Note: The HOA will be responsible for maintaining the landscaping in the X-lots.

LANDSCAPE CALCULATIONS

Landscape Edge		Required	Provided
1 shade tree / 1 ornamental tree per 30 LF			
Harris Road	593.58 LF	20 canopy trees	17 canopy trees 9 orn. trees counts as 20 trees



PLANT LIST

CANOPY TREES				
4	TA	Texas Ash	Fraxinus texensis	3 1/2" cal. B&B 12' ht. 5' spread
4	BC	Bald Cypress	Taxodium distichum	3 1/2" cal. B&B 12' ht. 5' spread
4	SO	Shumard Oak	Quercus shumardii	3 1/2" cal. B&B 12' ht. 5' spread
4	LO	Live Oak	Quercus virginiana	3 1/2" cal. B&B 12' ht. 5' spread
1	CE	Cedar Elm	Ulmus crassifolia	3 1/2" cal. B&B 12' ht. 5' spread
ORNAMENTAL TREES				
6	CR	Crapemyrtle	Lagerstroemia indica 'Tuscarora'	30 gal. 8' ht. 3 trunk 3 1/2" cal. min.
3	TY	Tree Yaupon	Ilex vomitoria	30 gal. 8' ht. 3 trunk female
SHRUBS				
13	DIH	Dwf. Indian Hawthorne	Raphiolepis indica 'Pinkie'	3 gal. cont. 36" OC

LANDSCAPE CALCULATIONS

Landscape Edge

1 shade tree / 1 ornamental tree per 30 LF

Harris Road

593.58 LF

Required

20 canopy trees

Provided

17 canopy trees
9 om. trees
counts as 20 trees



integration studio

Landscape Architecture - Sustainable Site Planning - Natural Resource Design

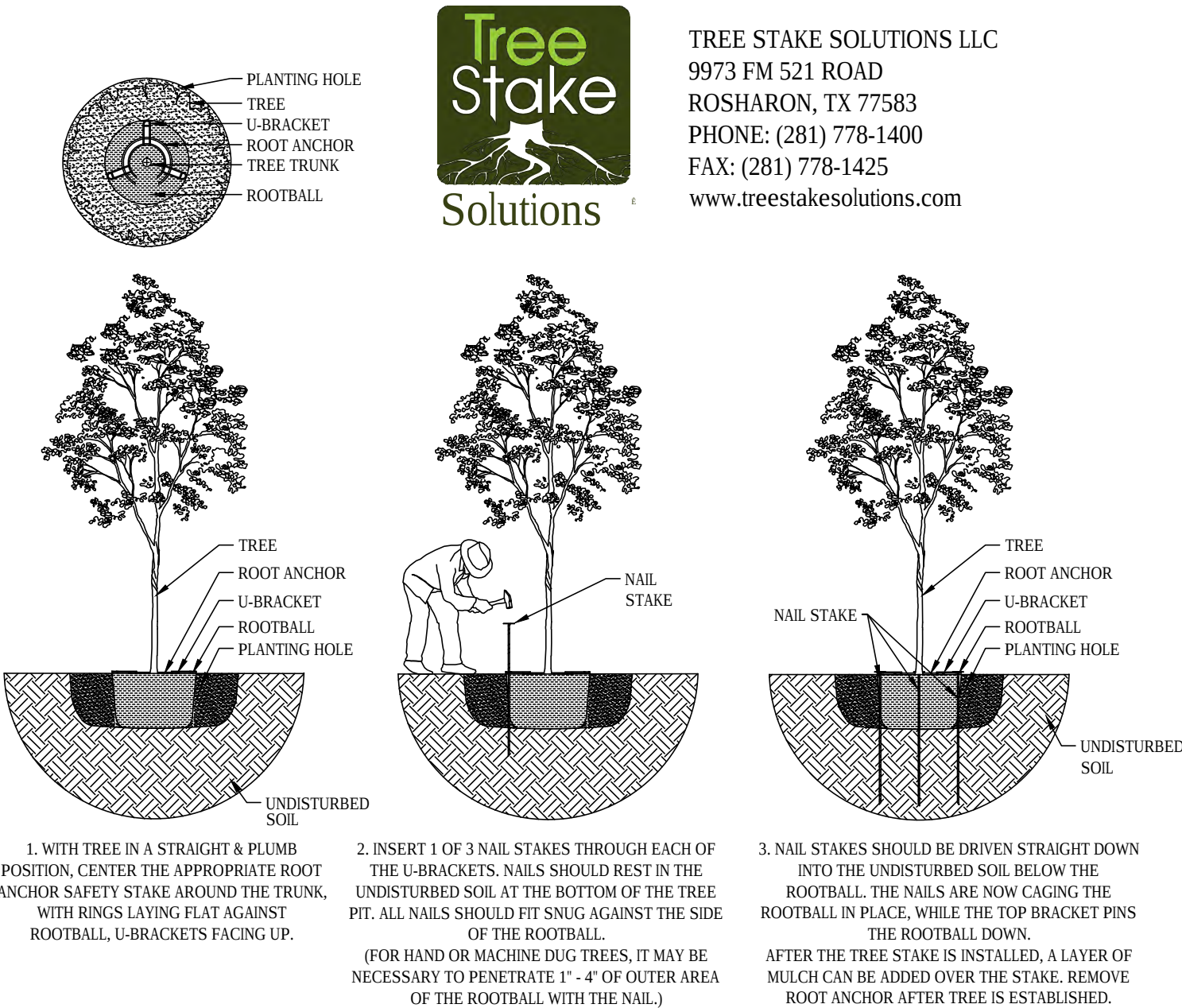
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TREES #6 & #7 FELL AND WERE
REMOVED PRIOR TO THE BEGINNING
OF CONSTRUCTION

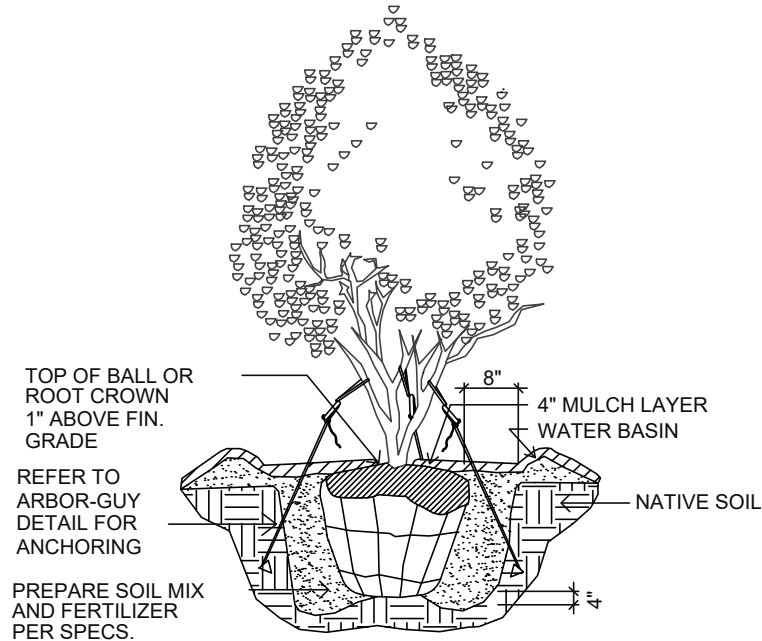
Tree #	Size	Common Name	Scientific Name	Status #	Location	Prot.	Removed?
1	17	Gum bumelia	Sideroxylon lanuginosum	Poor-wrapped trunk		Y	Y
2	26	Sugarberry	Celtis laevigata	Poor-wrapped trunk		N	Y
3	23	Sugarberry	Celtis laevigata	2T-Poor-DB		N	Y
4	6.75	Pecan	Carya illinoensis	2T-Poor-CAV-Trunk		Y	Y
5	37	Sugarberry	Celtis laevigata	Poor-CAV-DB		N	Y
6	27	Sugarberry	Celtis laevigata	2T-Poor-Lean-CAV		N	Y
7	19.5	Osage	Maclura pomifera	2T-Poor-RE-US		N	N
8	10.5	Sugarberry	Celtis laevigata	Poor-CAV-DB	Off-Site	N	N
9	6.75	Sugarberry	Celtis laevigata	Poor-Vines	Off-Site	N	N
10	6.5	Sugarberry	Celtis laevigata	Poor-US-Vines	Off-Site	N	N
11	14.5	Sugarberry	Celtis laevigata	Poor-Top-Lean	Off-Site	N	N
12	12.5	American elm	Ulmus americana	Poor-CAV-Disease	Off-Site	Y	N
13	13.75	Sugarberry	Celtis laevigata	Poor-Lean-RE	Off-Site	N	N
14	8.75	Sugarberry	Celtis laevigata	Poor	Off-Site	N	N
15	12.75	Pecan	Carya illinoensis	Poor-Top-Lean-RE	Off-Site	Y	N
16	23.5	Sugarberry	Celtis laevigata 2T	Poor-Lean-RE	Off-Site	N	N
17	18.5	Sugarberry	Celtis laevigata 2T	Poor-RE	Off-Site	N	N
18	11.25	Sugarberry	Celtis laevigata	Poor-RE	Off-Site	N	N
19	12.25	American elm	Ulmus americana	Poor-Lean-RE	Off-Site	Y	N
20	9	Sugarberry	Celtis laevigata	Poor-Wire-US	Off-Site	N	N
21	14.75	Sugarberry	Celtis laevigata	Poor-US-RE	Off-Site	N	N
22	7.25	Sugarberry	Celtis laevigata	Poor-US-Lean	Off-Site	N	N
23	21.75	Sugarberry	Celtis laevigata	OK-RE-DB	Off-Site	N	N
24	17	Sugarberry	Celtis laevigata	Poor-RE-FNC-DB	Off-Site	N	N
25	6.75	Gum bumelia	Sideroxylon lanuginosum	Poor-Vines-US	Off-Site	Y	N
26	10.75	Sugarberry	Celtis laevigata	Poor-Vines-US	Off-Site	N	N
27	11.75	Sugarberry	Celtis laevigata	Poor-Vines	Off-Site	N	N
28	14.75	Sugarberry	Celtis laevigata	Poor-Vines	Off-Site	N	N
29	6.25	Pecan	Carya illinoensis	OK-US	Off-Site	Y	N
30	10.75	Sugarberry	Celtis laevigata	2T-Poor-Vines	Off-Site	N	N
31	10.5	Sugarberry	Celtis laevigata	2T-Poor-RE-Top Lean	Off-Site	N	N
32	12.25	American elm	Ulmus americana	OK		Y	Y
33	19	Sugarberry	Celtis laevigata	OK	Off-Site	N	N
34	17	Sugarberry	Celtis laevigata	Poor-US-Lean	Off-Site	N	N
35	11.25	Sugarberry	Celtis laevigata	Poor-RE	Off-Site	N	N
36	6.5	Pecan	Carya illinoensis	Poor-Lean		Y	Y
37	13	Pine	Pine Sp.	OK-Power Line		Y	Y
38	15	Mesquite	Prosopis glandulosa	OK		N	Y
39	9.75	Soapberry	Sapindus saponaria	OK		Y	Y
40	10	Soapberry	Sapindus saponaria	4T,OK		Y	Y
41	7.5	Soapberry	Sapindus saponaria	Poor-Vines		Y	Y
42	10	Bradford pear	Pyrus calleryana	Poor-FNC		N	Y
43	8.25	Chinese Pistache	Pistacia Chinensis	Poor-Vines		N	Y
44	14	Pecan	Carya illinoensis	Poor-Vines	Off-Site	Y	N
45	8	Sugarberry	Celtis laevigata	OK	Off-Site	N	Y
46	8	Sugarberry	Celtis laevigata	Poor-Vines	Off-Site	N	Y
47	6.75	American elm	Ulmus americana	Poor-Vines-Lean	Off-Site	Y	Y
48	15	Sugarberry	Celtis laevigata	3T-Poor-US		N	Y
49	14	Sugarberry	Celtis laevigata	Poor-Lean		N	Y
50	6.25	Sugarberry	Celtis laevigata	Poor-Lean		N	Y



ROOT ANCHORTM BELOW GRADE SAFETY STAKE SIZING CHART				
ITEM #	DESCRIPTION	NAIL LENGTH X 3PC (INCLUDED)	ITEM #	DESCRIPTION
5 BG	5 GALLON OR 10" ROOTBALL	#4 X 24"	100 BG	95/100 GALLON OR 36" ROOTBALL
15 BG	10/15 GALLON OR 12" ROOTBALL	#4 X 30"	150 BG	150 GALLON OR 42" ROOTBALL
30 BG	20/30 GALLON OR 22" ROOTBALL	#4 X 36"	200 BG	200 GALLON OR 48" ROOTBALL
45/65 BG	45/65 GALLON OR 27-30" ROOTBALL	#4 X 48"	300 BG	300 GALLON OR 58" ROOTBALL

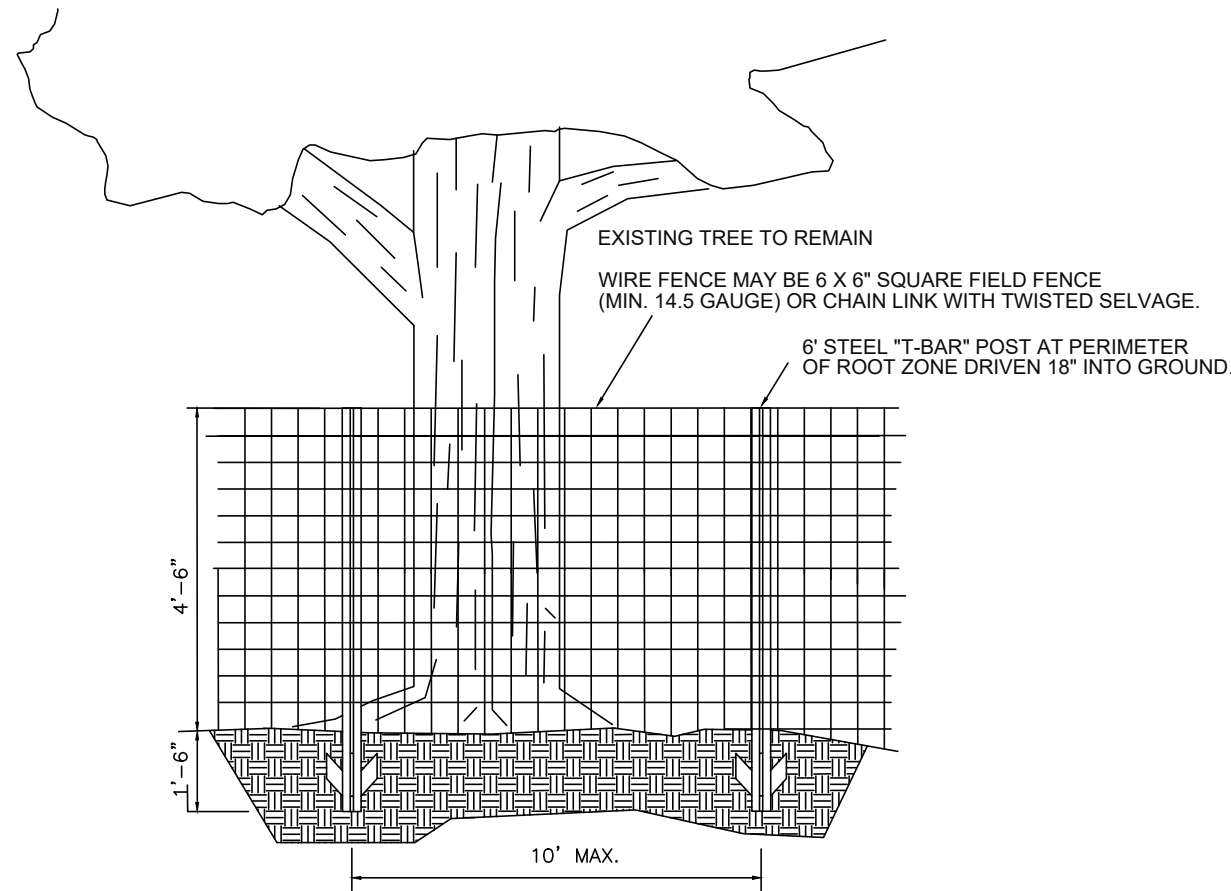
1 CANOPY TREE PLANTING

SCALE: NONE



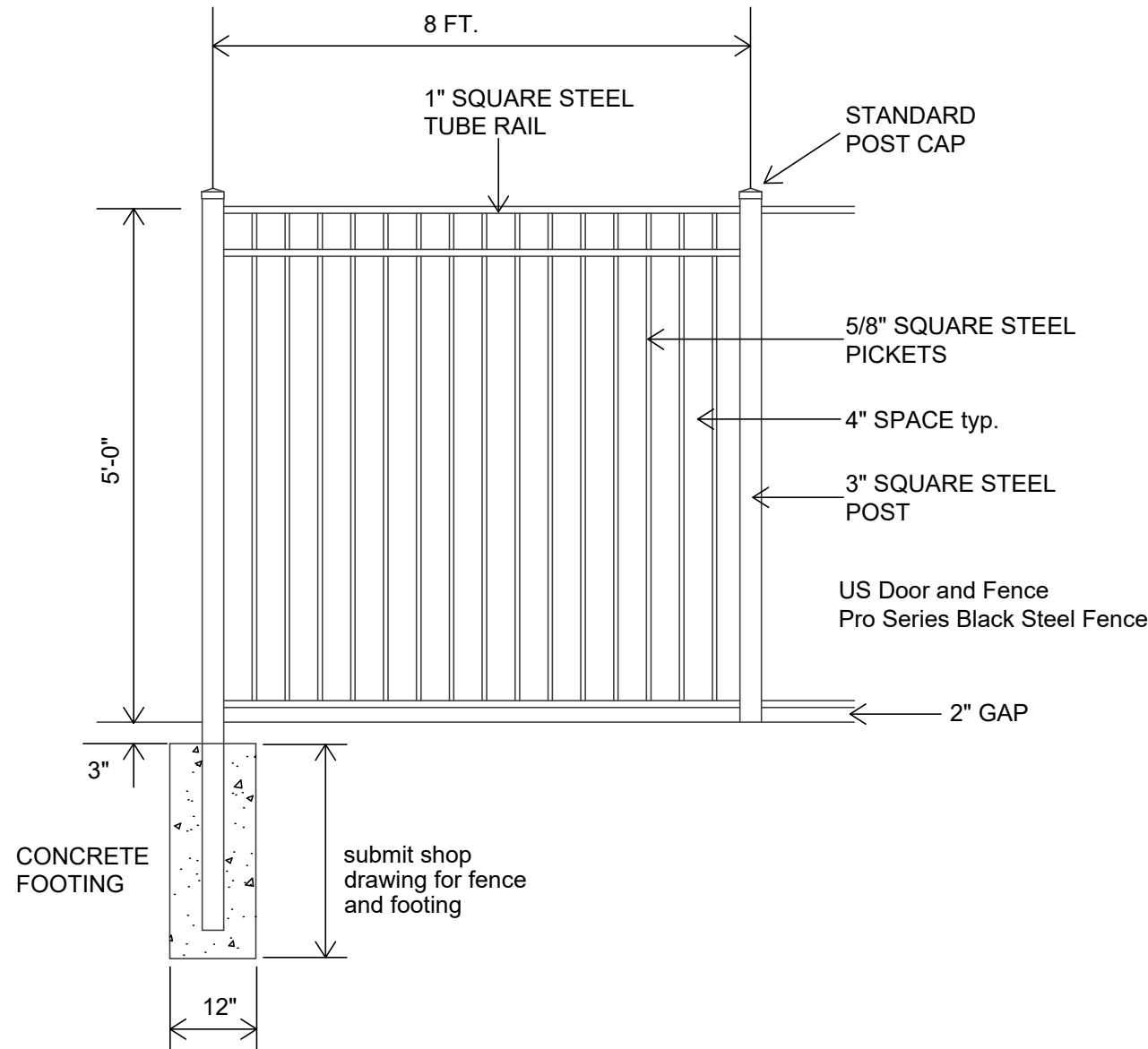
2 MULTI-TRUNK PLANTING

SCALE: NONE



3 TREE PROTECTION DETAIL

SCALE: NONE



4 5' ORNAMENTAL METAL FENCE

SCALE: NONE

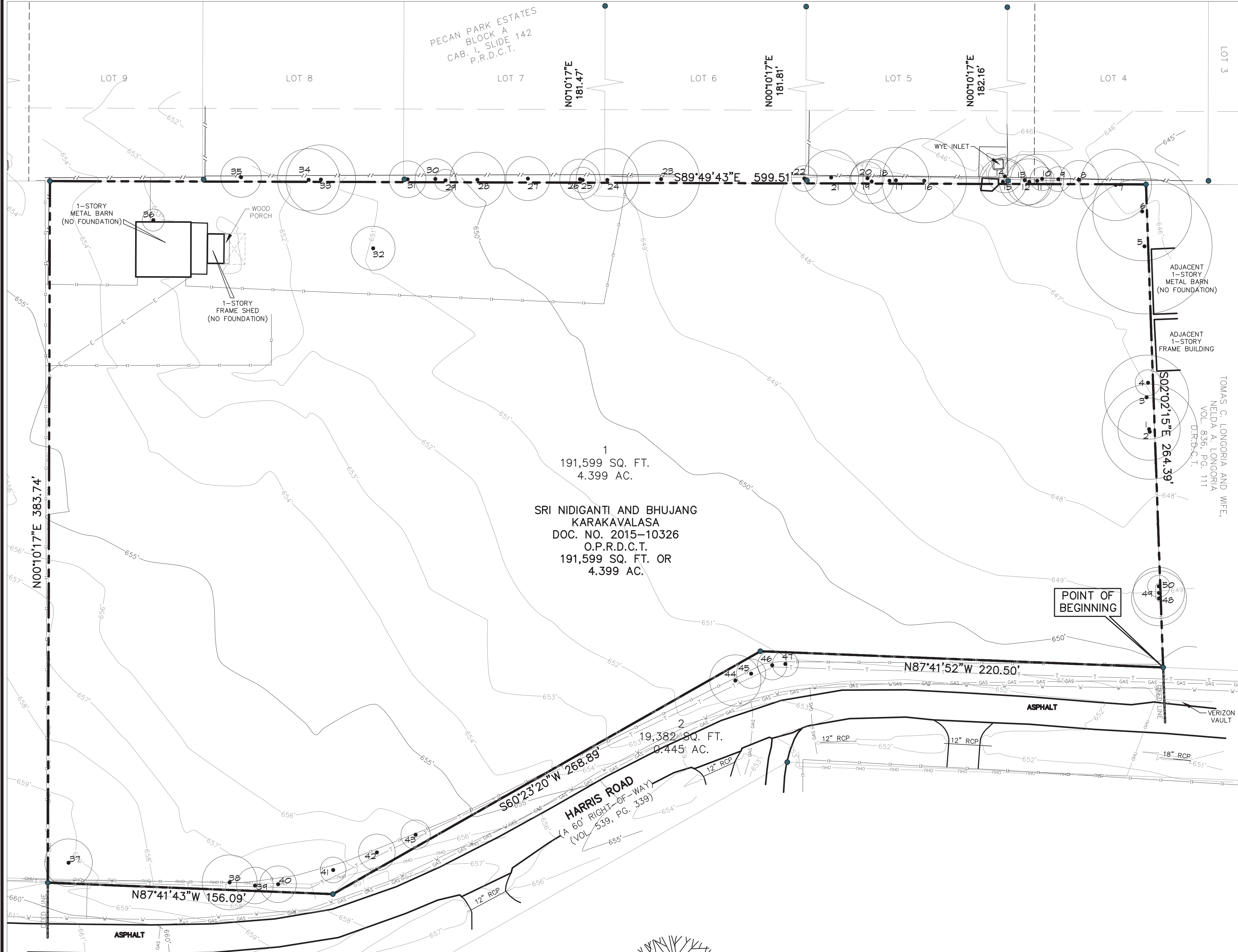
TRADITIONS OF
FLOWER MOUND

LANDSCAPE DETAILS

Scale: SEE GRAPHIC SCALE
Designed by: RCG
Drawn by: CDR
Checked by: RCG
Date: 02/12/2020
Project No. 02151-002

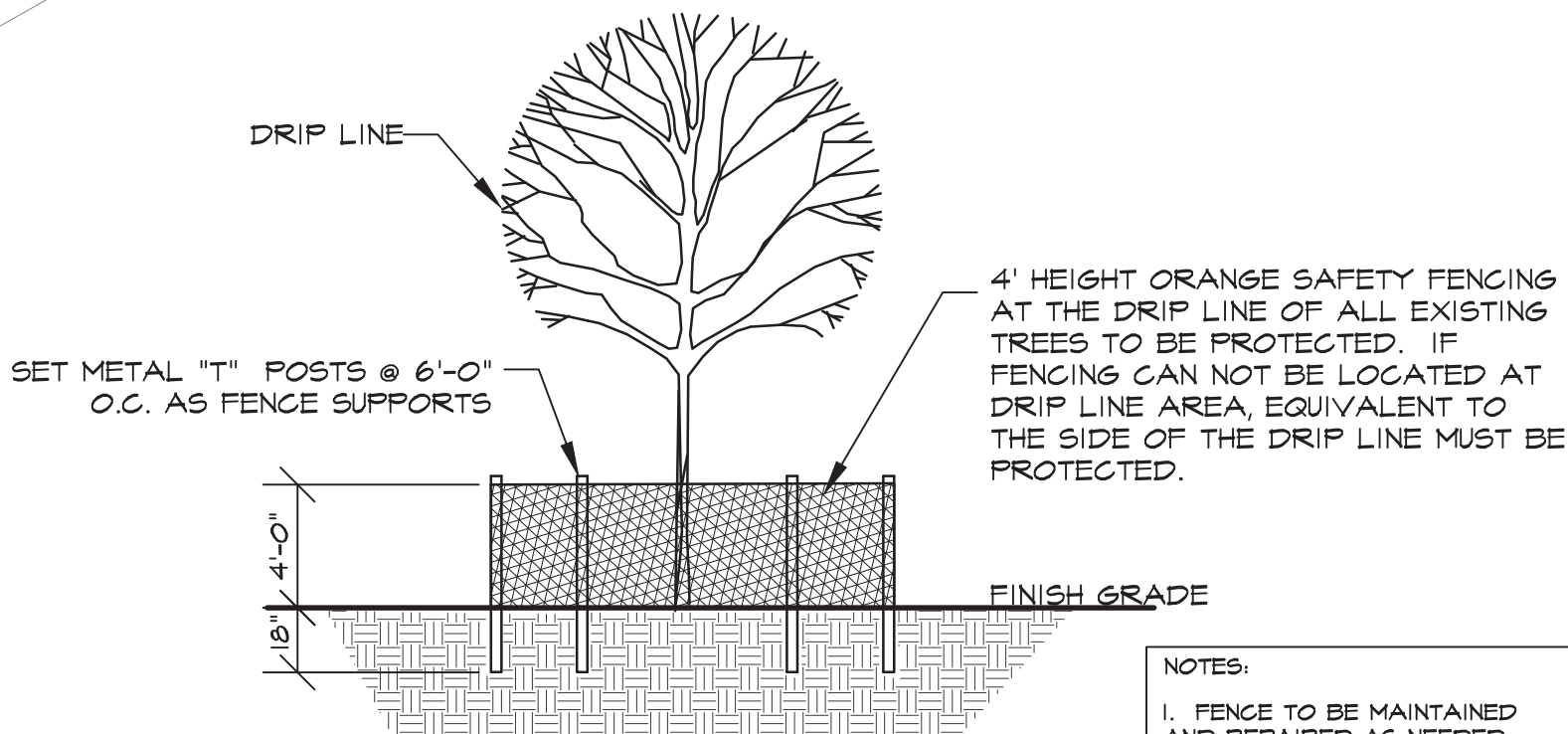
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Drawing: S:\Projects\HAR001-Harris Road Tree Survey\DWG\HAR001TS.dwg Saved By: Leonard Save Time: 7/10/2017 8:27 AM



TREE PROTECTION NOTES

- EXISTING TREES SHOWN TO REMAIN ARE TO BE PROTECTED DURING CONSTRUCTION. ORANGE COATED CHAINLINK FENCING (MIN. 4'-0" HEIGHT) SHALL BE INSTALLED AT THE DRIP LINE OF ALL TREES OR TREE GROUPS TO REMAIN. PARKING OF VEHICLES OR PERFORMING WORK WITHIN THESE AREAS OTHER THAN SHOWN ON THE PLAN, WILL NOT BE ALLOWED. THE TREE PROTECTION SHALL REMAIN DURING CONSTRUCTION. OTHER TREE PROTECTION MEASURES SHALL BE IN ACCORDANCE WITH THE CITY'S STANDARDS AND ORDINANCES.
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1 TR1 TREE PROTECTION DETAIL

NOT TO SCALE

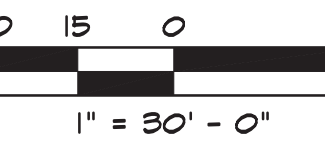
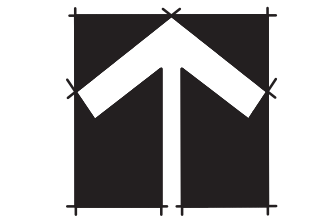
Tree #	Size	Common Name	Scientific Name	Status	Location	Prot.	Replacement Ratio
1	17	Gum bumelia	Sideroxylon lanuginosum	Poor-wrapped trunk		Y	
2	26	Sugarberry	Celtis laevigata	Poor-wrapped trunk		N	
3	23	Sugarberry	Celtis laevigata	2T-Poor-DB		N	
4	6.75	Pecan	Carya illinoensis	2T-Poor-CAV-Trunk		Y	
5	37	Sugarberry	Celtis laevigata	Poor-CAV-DB		N	
6	27	Sugarberry	Celtis laevigata	2T-Poor-Lean-CAV		N	
7	19.5	Osage	Maclura pomifera	2T-Poor-RE-US		N	
8	10.5	Sugarberry	Celtis laevigata	Poor-CAV-DB		N	
9	6.75	Sugarberry	Celtis laevigata	Poor-Vines		N	
10	6.5	Sugarberry	Celtis laevigata	Poor-US-Vines	Off-Site	N	
11	14.5	Sugarberry	Celtis laevigata	Poor-Top-Lean	Off-Site	N	
12	12.5	American elm	Ulmus americana	Poor-CAV-Disease	Off-Site	Y	
13	13.75	Sugarberry	Celtis laevigata	Poor-Lean-RE	Off-Site	N	
14	8.75	Sugarberry	Celtis laevigata	Poor	Off-Site	N	
15	12.75	Pecan	Carya illinoensis	Poor-Top-Lean-RE	Off-Site	Y	
16	23.5	Sugarberry	Celtis laevigata 2T	Poor-Lean-RE	Off-Site	N	
17	18.5	Sugarberry	Celtis laevigata 2T	Poor-RE	Off-Site	N	
18	11.25	Sugarberry	Celtis laevigata	Poor-RE	Off-Site	N	
19	12.25	American elm	Ulmus americana	Poor-Lean-RE	Off-Site	Y	
20	9	Sugarberry	Celtis laevigata	Poor-Wire-US	Off-Site	N	
21	14.75	Sugarberry	Celtis laevigata	Poor-US-RE	Off-Site	N	
22	7.25	Sugarberry	Celtis laevigata	Poor-US-Lean	Off-Site	N	
23	21.75	Sugarberry	Celtis laevigata	OK-RE-DB	Off-Site	N	
24	17	Sugarberry	Celtis laevigata	Poor-RE-FNC-DB	Off-Site	N	
25	6.75	Gum bumelia	Sideroxylon lanuginosum	Poor-Vines-US	Off-Site	Y	
26	10.75	Sugarberry	Celtis laevigata	Poor-Vines-US	Off-Site	N	
27	11.75	Sugarberry	Celtis laevigata	Poor-Vines	Off-Site	N	
28	14.75	Sugarberry	Celtis laevigata	Poor-Vines	Off-Site	N	
29	6.25	Pecan	Carya illinoensis	OK-US	Off-Site	Y	
30	10.75	Sugarberry	Celtis laevigata	2T-Poor-Vines	Off-Site	N	
31	10.5	Sugarberry	Celtis laevigata	2T-Poor-RE-Top Lean	Off-Site	N	
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33	19	Sugarberry	Celtis laevigata	OK	Off-Site	N	
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36	6.5	Pecan	Carya illinoensis	Poor-Lean	Off-Site	Y	
37	13	Pine	Pine Sp.	OK-Power Line	Off-Site	Y	
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46	8	Sugarberry	Celtis laevigata	Poor-Vines	N		
47	6.75	American elm	Ulmus americana	Poor-Vines-Lean	Y		
48	15	Sugarberry	Celtis laevigata	3T-Poor-US	N		
49	14	Sugarberry	Celtis laevigata	Poor-Lean	N		
50	6.25	Sugarberry	Celtis laevigata	Poor-Lean	N		
660.5	Total Tree Population						

UL - Uni-Lateral Canopy
RD - Root Decay
RE - Root Exposure
US - Understory Tree
CD/DB - Canopy Dieback
CAV - Cavity in Trunk

STUDIO 13 DESIGN GROUP

Studio 13 Design Group, PLLC.
386 W. Main Street
Lewisville, Texas 75057
469-635-1900

TBAE Firm #BR643



Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary.

One Inch

TREE SURVEY

Tree Survey

Harris Road Project

Town of Flower Mound, Denton County, Texas

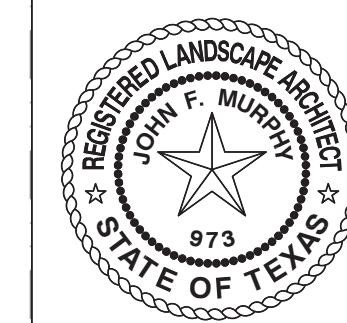
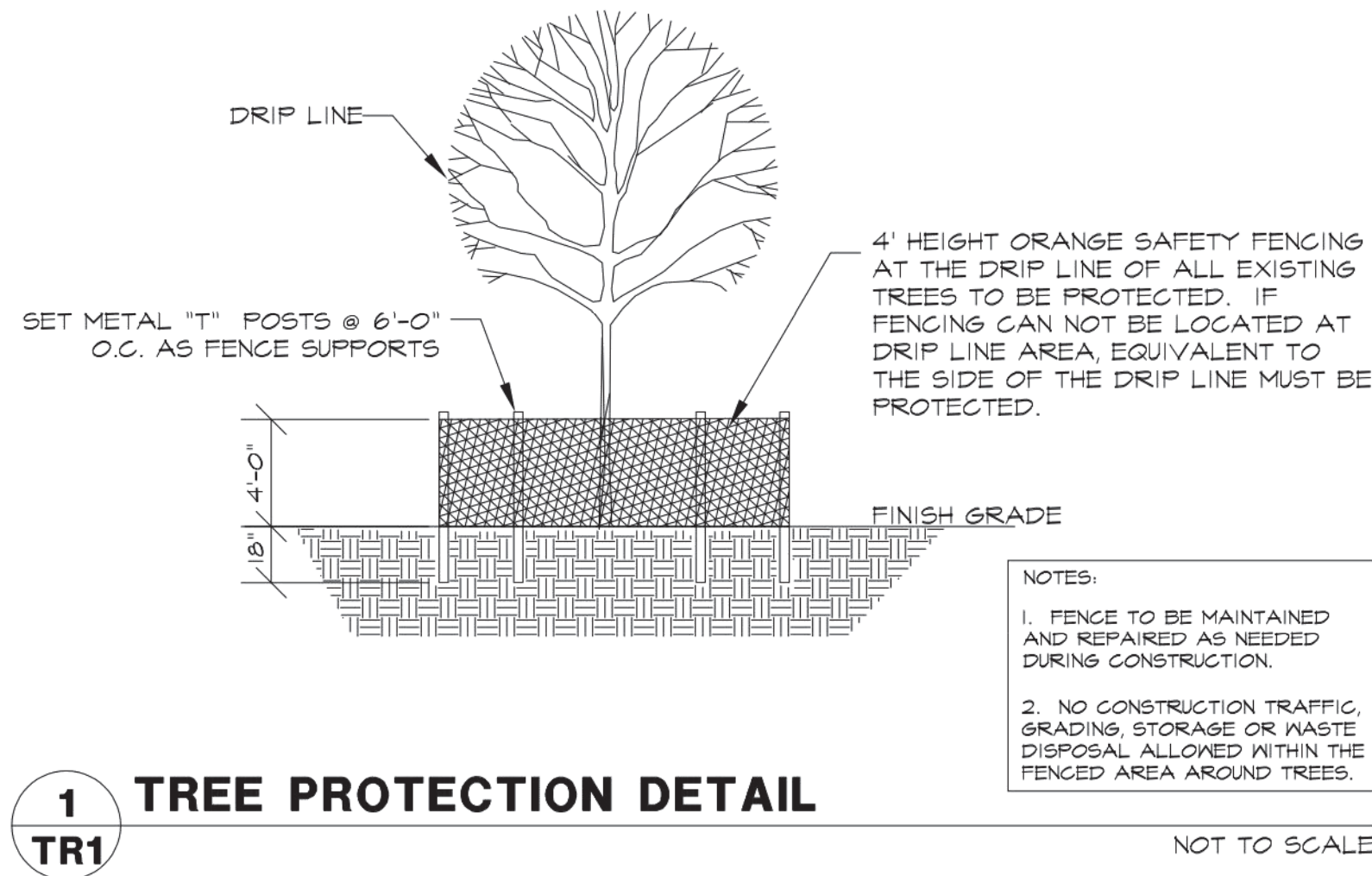
PLAN REVIEW REVISIONS	BY	DATE
1. Revised per Town Comments	LWR	7-7-2017
2. Revised per Town Comments	LWR	8-3-2017

PROJECT
HAR001

SHEET
TR1 of 1

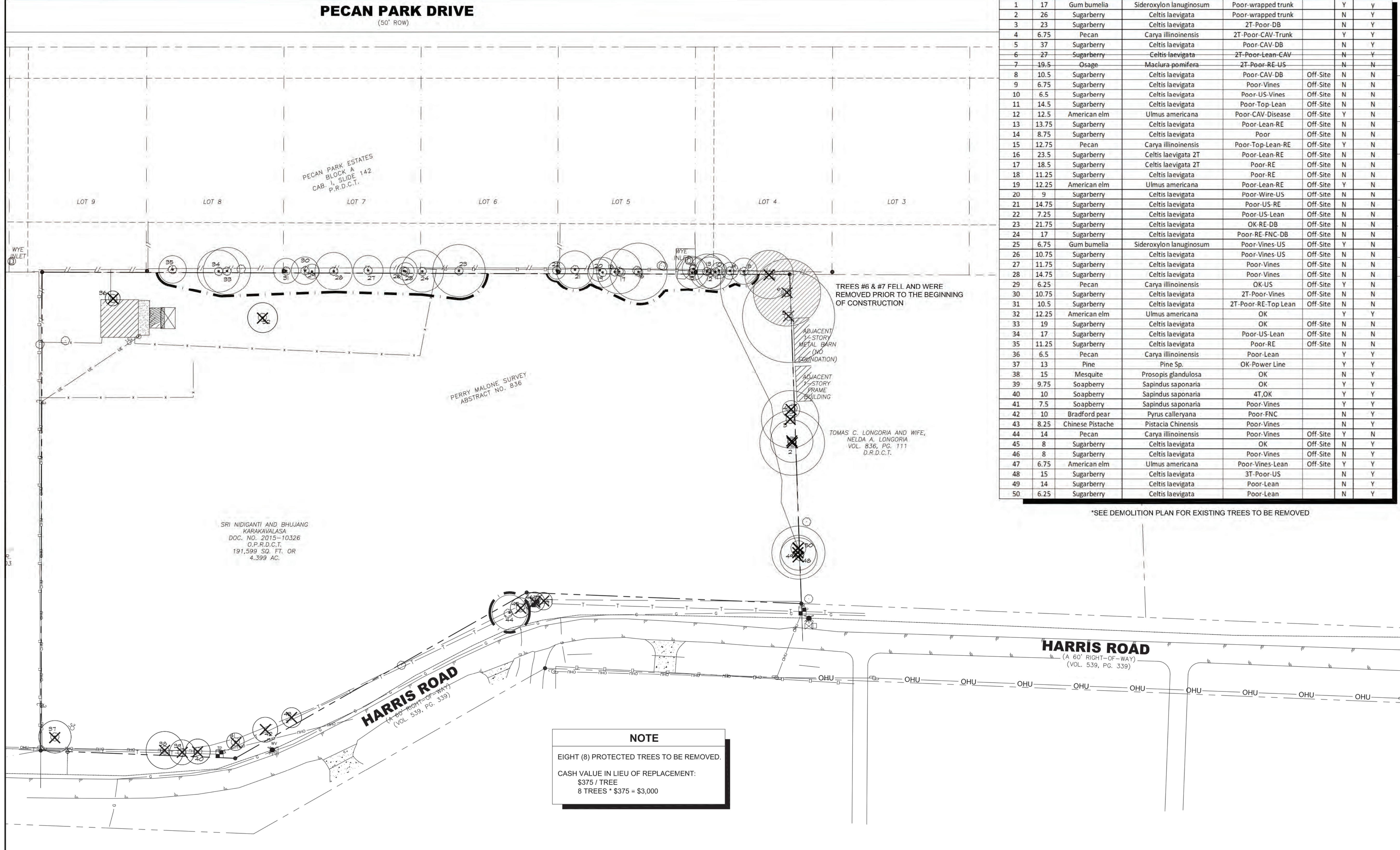
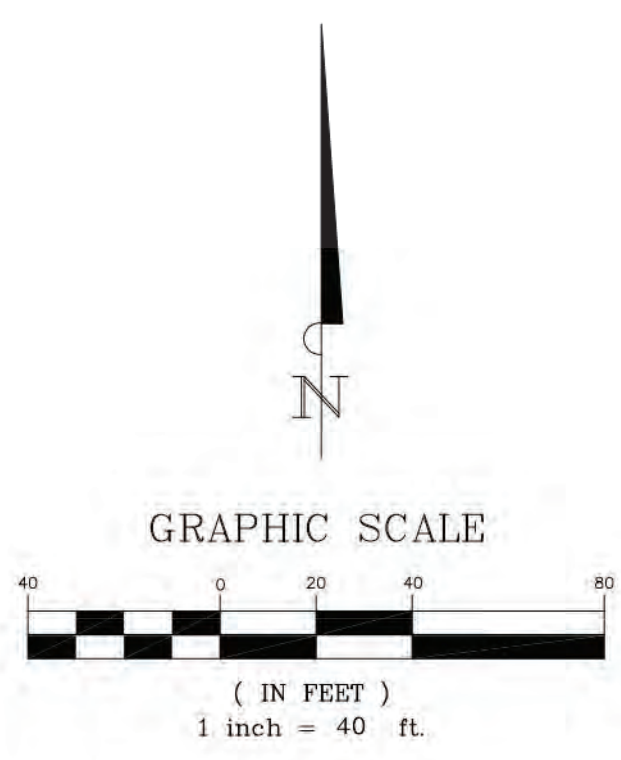
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I JOHN MURPHY BEING A LANDSCAPE ARCHITECT ATTEST THAT THE IDENTIFICATION AND SIZE OF TREES IDENTIFIED ON THIS SURVEY ARE CORRECT AND THAT ALL PROTECTED TREES HAVE BEEN SHOWN.

SIGNATURE: [Signature] DATE: 02-12-2020



Tree #	Size	Common Name	Scientific Name	Status #	Location	Prot.	Removed?
1	17	Gum bumelia	Sideroxylon lanuginosum	Poor-wrapped trunk		Y	Y
2	26	Sugarberry	Celtis laevigata	Poor-wrapped trunk		N	Y
3	23	Sugarberry	Celtis laevigata	2T-Poor-DB		N	Y
4	6.75	Pecan	Carya illinoensis	2T-Poor-CAV-Trunk		Y	Y
5	37	Sugarberry	Celtis laevigata	Poor-CAV-DB		N	Y
6	27	Sugarberry	Celtis laevigata	2T-Poor-Lean-CAV		N	Y
7	19.5	Osage	Maclura pomifera	2T-Poor-RE-US		N	N
8	10.5	Sugarberry	Celtis laevigata	Poor-CAV-DB	Off-Site	N	N
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10	6.5	Sugarberry	Celtis laevigata	Poor-US-Vines	Off-Site	N	N
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48	15	Sugarberry	Celtis laevigata	3T-Poor-US	N	Y	Y
49	14	Sugarberry	Celtis laevigata	Poor-Lean	N	Y	Y
50	6.25	Sugarberry	Celtis laevigata	Poor-Lean	N	Y	Y

*SEE DEMOLITION PLAN FOR EXISTING TREES TO BE REMOVED

NOTE
EIGHT (8) PROTECTED TREES TO BE REMOVED.
CASH VALUE IN LIEU OF REPLACEMENT:
\$375 / TREE
8 TREES * \$375 = \$3,000

Master Planning
Civil Engineering
Land Development
2000 N. McDonald Street, Suite 100
McKinney, TX 75071
Tel 469 454 5900
Fax 214 544 5200
Certificate of Registration No. F-8665

TRADITIONS OF
FLOWER MOUND

TREE PRESERVATION
PLAN

Scale: SEE GRAPHIC SCALE
Designed by: RCB
Drawn by: GDR
Checked by: RCB
Date: 2/12/2020
Project No. 02151-002
Director: S. Sanchez
Manager: J. Lopez
Surveyor: S. & A. Lopez

TR2

Town Council Future Agenda Items



SCHEDULED	8/3/2020	Consent	Consider proposing a maximum tax rate of \$0._____ per \$100 valuation for the fiscal year beginning October 1, 2020, and ending September 30, 2021; and scheduling August 17, 2020, public hearing on the budget, scheduling September 21, 2020, public hearing on the tax rate, and scheduling the September 21, 2020, adoption of said budget and tax rate; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
		Consent	Consider approval of a resolution authorizing the adoption of the 2020-2024 Consolidated Plan, 2020 Action Plan, and Citizen Participation Plan for the Community Development Block Grant Program and authorizing the Mayor to execute same on behalf of the Town and submit to the U.S. Department of Housing and Urban Development.
		Consent	Consider approval of Crosspoint Communications proposal for providing and installing a Bi Directional Amplifier system to boost first responder radio equipment in the newly renovated and expanded Public Library in the amount of \$36,764.27.
		Consent	Consider approval of a Construction Agreement with NO-DIGTEC, LLC, for the Timber Creek Water Line Replacement Phase 1 project, in the amount of \$283,837.25; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of Amendment No. 3 to the Fiscal Year 2019-2020 Capital Improvement Program.
		Consent	Consider accepting the submission of the certified collection rate of 100 percent for the fiscal year beginning October 1, 2020, and ending September 30, 2021.
		Consent	Consider accepting the submission of the notice of a no-new-revenue tax rate of \$_____ per \$100 assessed valuation and a voter-approval tax rate of \$_____ per \$100 assessed valuation for the fiscal year beginning October 1, 2020, and ending September 30, 2021.
		Consent	Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to schedule a public hearing for August 17, 2020, on the Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget and to schedule a meeting for September 21, 2020, to take action on the proposed budget; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
		Consent	Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to schedule a public hearing for August 17, 2020, on the Flower Mound Crime Control and Prevention District budget and to schedule a meeting for September 21, 2020, to take action on the proposed budget; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.

SCHEDULED	8/3/2020	Consent	Updates to calling November General Election
		Consent	Consider approval of an ordinance establishing the 2020 certified appraisal roll.
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on July 20, 2020.
		Regular	Public Hearing to consider an ordinance granting a Comprehensive Sign Package (CSP19-0001) for Service First. The property is generally located south of Justin Road and east of Stone Hill Farms Parkway. (The Planning and Zoning Commission recommended approval/denial by a vote of 0 to 0 at its July 27, 2020, meeting.)
		Regular	Public Hearing to consider an ordinance granting Specific Use Permit No. 463 (SUP20-0005– Lakeside Crossing Building 5 (Smoothie King)) to permit a fast food restaurant with a drive-through window. The property is generally located south of Lakeside Parkway along and between Long Prairie Road and Northwood Drive. (The Planning and Zoning Commission recommended approval/denial by a vote of 0 to 0 at its July 27, 2020, meeting.)
	8/13/2020	Work Session	Hold a discussion and provide direction regarding the FY 2020-2021 Proposed Budget, including Community Support funding.
	8/17/2020	Consent	Upper Timber Creek Interceptor - CO1
		Consent	Consider approval of a Service Agreement for Demand Response Transit Service with SPAN, Inc., in an amount not-to-exceed \$51,278.64, to provide transportation service for Town citizens who are age 65 or older and Town citizens with verifiable disabilities that prevent them from driving; and authorization for the Mayor to execute same on behalf of the Town.authorization for the Mayor to execute same on behalf of the Town.
		Consent	Timber Creek Water Line Replacement Phase I - Testing Award
		Consent	Consider approval of a licensing agreement with TimeClock Plus
		Consent	Consider approval of the minutes from a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting on August 3, 2020.
		Regular	Public Hearing to consider an ordinance amending the Land Development Regulations (LDR20-0003 – Informational Sign Requirements) by amending Chapter 78 entitled “Administration,” of the Town's Code of Ordinances to update the requirements and process for posting informational signs on subject properties. (The Planning and Zoning Commission recommended approval/denial by a vote of 0 to 0 at its August 10, 2020, meeting.)
		Regular	Public Hearing by the Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider the Flower Mound Crime Control and Prevention District proposed budget for the fiscal year beginning on October 1, 2020, and ending on September 30, 2021.

SCHEDULED	8/17/2020	Regular	Public Hearing to consider the proposed budget for the fiscal year beginning on October 1, 2020, and ending on September 30, 2021.
		Regular	FM 2499 at Waketon Intersection Improvements - Construction Award
		Regular	Public Hearing by the Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider the Flower Mound Fire Control, Prevention, and Emergency Medical Services District proposed budget for the fiscal year beginning on October 1, 2020, and ending on September 30, 2021.
	9/8/2020	Consent	Blue Ridge Trail Reconstruction - Construction Award
		Consent	Garden Ridge Water Line Phase II - Construction Award
		Consent	FM 2499 at Waketon Intersection Improvements - Testing Award
	9/21/2020	Consent	Blue Ridge Trail Reconstruction - Testing Award
		Consent	Garden Ridge Water Line Phase II - Testing Award
		Consent	Lift Station Improvements & Decommissioning Phase II - Construction Award.
		Consent	Hound Mound Parking and Restroom - Construction Award
		Consent	Waketon Road - Construction Award.
		Consent	Consider approval of a resolution amending the financial policies of the Town of Flower Mound.
		Regular	Consider approval of an ordinance adopting the budget for the fiscal year beginning on October 1, 2020, and ending on September 30, 2021, and making appropriations for each fund and department.
		Regular	Public Hearing to consider approval of an ordinance adopting the 2020 tax rolls and fixing and levying municipal ad valorem taxes for the fiscal year beginning on October 1, 2020, and ending on September 30, 2021, and for each fiscal year thereafter until otherwise provided, at the rate of \$0._____ per \$100 assessed valuation on all taxable property within the corporate limits of the Town of Flower Mound as of January 1, 2020.
		Regular	Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider approval of a resolution adopting the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget for the fiscal year beginning on October 1, 2020, and ending on September 30, 2021.

SCHEDULED	9/21/2020	Regular	Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider approval of a resolution adopting the Town of Flower Mound Crime Control and Prevention District budget for the fiscal year beginning on October 1, 2020, and ending on September 30, 2021.
	10/5/2020	Consent	GMP Gibson Grant Construction Award.
		Consent	Waketon Road - Testing Award.
		Consent	Lift Station Improvements & Decommissioning Phase II - Testing Award.
	10/19/2020	Consent	PLACEHOLDER: Canyon Falls Park - Construction Award
	11/2/2020	Consent	Canyon Falls Park - Testing Award