AGENDA

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

8/17/2020

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

6:00 P.M.

****

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

There will be limited seating in Jody Smith Hall to allow for social distancing

Meeting participants may be asked to wait in the lobby until their name is called

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

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

A. CALL MEETING TO ORDER

B. INVOCATION

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

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

D. PUBLIC COMMENT

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

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

The purpose of this item is to allow the public an opportunity to address the Town Council on issues that are not indicated as a "Public Hearing" on this agenda. Issues regarding daily operational or administrative matters should first be dealt with by calling Town Hall at 972.874.6000 during business hours.

E. ANNOUNCEMENTS

1. Announce recent and upcoming civic and social events.

F. TOWN MANAGER'S REPORT

Update and discussion on:

1. Capital improvement projects
2. Economic Development projects
3. Financial Update

G. 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).

H. COORDINATION OF CALENDARS

1. The regular meeting scheduled for Monday, September 7 has been canceled due to the Labor Day holiday
2. A regular meeting is rescheduled for Tuesday, September 8

I. CONSENT ITEMS

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

1. Minutes 8/3- 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.
2. November General Election- Consider approval of a resolution calling for a general election to be held November 3, 2020, for the offices of Town Council Member Place 2 and Town Council Member Place 5; establishing procedures for those elections; and providing an effective date.
3. HUD CDBG Consolidated Plan- 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.
4. SPAN Transportation- 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.
5. External Auditing Services- Consider approval of the engagement letter with Eide Bailly, 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.
6. Phase II Cultural Arts Study- Consider approval of a Consulting Agreement with Webb Management Services to conduct Phase II (Business Plan) of a feasibility study for a Cultural Arts Center.
7. TimeClock Plus Agreement- Consider approval of a licensing agreement with TimeClock Plus.
8. AT&T Tower Lease Agreement- Consider approval of a third amendment to a Tower/Ground Lease Agreement between the Town and AT&T located at 5701 Morriss Road.

9. BuyBoard Agreement for Traffic- Consider approval of the purchase of traffic signal cabinets, controllers, and traffic related products, in the estimated annual amount of $100,000.00, from Cubic ITS, Incorporated, through the BuyBoard Cooperative Purchasing contract.

J. REGULAR ITEMS

10. Town Budget Public Hearing- **Public Hearing** to consider the proposed budget for the fiscal year beginning on October 1, 2020, and ending on September 30, 2021.

11. Crime District Budget Public Hearing- **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.

12. Fire District Budget Public Hearing- **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.

13. Tree Removal - Legends Path- **Public Hearing** to consider an application for a tree removal permit (TRP20-0014) for Lot 2, Block B of the Legends Addition subdivision. The property is located at 3755 Legends Path. (The Environmental Conservation Commission recommended denial by a vote of 5-1-0 at its August 4, 2020, meeting).

14. ZPD20-0003 - Morriss Commons- **Public Hearing** to consider an ordinance for rezoning (ZPD20-0003 – Morriss Commons Lot 8) to amend Planned Development No. 84 (PD-84) with Retail District-2 uses, by adding new concept plans for Lot 8, Block 1, of the Morriss Commons Addition. The property is generally located west of Morriss Road and north of Flower Mound Road. (The Planning and Zoning Commission recommended approval by a vote of 5 to 0 at its August 10, 2020, meeting.)

15. ZPD20-0004 - Iron Den PD-170- **Public Hearing** to consider an ordinance for rezoning (ZPD20-0004 – Iron Den) to amend Planned Development No. 170 (PD-170) with Campus Industrial uses and personal training studio to modify development standards related to building permit submittal deadlines to make certain required site improvements. The property is generally located south of Spinks Road and west of Gerault Road. (The Planning and Zoning Commission recommended approval by a vote of 5 to 0 at its August 10, 2020, meeting.)

16. SUP20-0005 - Lakeside Crossing Bldg 5- **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 by a vote of 5 to 0 at its August 10, 2020, meeting.)

17. LDR19-0011 - Underground Utilities- **Public Hearing** to consider an ordinance amending the Land Development Regulations (LDR19-0011 – Underground Utilities) by eliminating Section 90-423 entitled "Underground Utilities," of the Town's Code of Ordinances, and amending Chapter 82 entitled "Development Standards" by adding a new Article VII entitled "Underground Utilities" to create new definitions and standards for underground utilities within the Town of Flower Mound. (The Planning and Zoning Commission recommended approval by a vote of 5 to 0 at its August 10, 2020, meeting.)

18. LDR20-0003 - Informational Sign Req- **Public Hearing** to consider an ordinance amending the Land Development Regulations (LDR20-0003 – Informational Sign Requirements) by amending Chapter 78 entitled "Administration" and Chapter 94 entitled "Trees,"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 by a vote of 5 to 0 at its August 10, 2020, meeting.)

19. FM 2499 at Waketon Construction Award- Consider approval of a Construction Agreement with Quality Excavation, LLC, for the FM2499 and Waketon Road Intersection Improvements project, in the amount of $1,136,463.60; and authorization for the Mayor to execute same on behalf of the Town.

Applicant requests Council to take no action on these items

20. 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 Town Council moved to postpone this item by a vote of 5 to 0 at its July 20, 2020, and August 3, 2020, meeting.)

21. 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 Town Council moved to postpone this item by a vote of 5 to 0 at its July 20, 2020, and August 3, 2020, meeting.)

K. BOARDS/COMMISSIONS

1. Discuss and consider Outstanding Citizenship Award program and selection criteria.

L. CLOSED MEETING

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

a. Consultation with Attorney.

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

1. Bradford Park Stormwater and Rippy Rd Improvements

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.

d. Discuss and consider the recruitment process for a Town Manager and Interim Town Manager, and all matters incident and related thereto.

M. RECONVENE TO REGULAR MEETING

The Town Council to reconvene into an open meeting to take any action deemed necessary as a result of the closed meeting.

N. ADJOURN MEETING

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Flower Mound, Texas, in a place convenient and readily accessible to the general public at all times and said Notice was also posted on the Town's website in accordance with GC Section 551.056 on the following date and time: August 14, 2020, at 4:35 p.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary

The Flower Mound Town Hall and Jody Smith Hall are wheelchair accessible. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting by contacting Theresa Scott, Town Secretary, at 972.874.6076.

TOWN COUNCIL AGENDA ITEM NO. 1

CONSENT ITEM

DATE: August 17, 2020

FROM: Theresa Scott, Town Secretary

ITEM: **Consider approval of the minutes from a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting held on August 3, 2020.**

BACKGROUND INFORMATION: The Town Council held a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting held on August 3, 2020.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Proposed Expenditure/(Revenue):	Account Number(s):

Finance Review by: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes

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

FLOWER MOUND TOWN COUNCIL REGULAR MEETING; TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT SPECIAL MEETING; AND CRIME CONTROL AND PREVENTION DISTRICT SPECIAL MEETING HELD ON THE 3RD DAY OF AUGUST 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:

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

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

Theresa Scott	Town Secretary
Bryn Meredith	Town Attorney
Jimmy Stathatos	Town Manager
Debra Wallace	Deputy Town Manager/CFO
Lexin Murphy	Director of Planning Services
Tiffany Bruce	Executive Director of Public Works
Brian Waltenburg	Assistant Director of Engineering
Jimmy Hoefert	Environmental Review Analyst
Clay Riggs	Assistant Director of Public Works

A. CALL REGULAR MEETING TO ORDER

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

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

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

D. PUBLIC COMMENT

No one spoke.

E. ANNOUNCEMENTS

Deputy Mayor Pro Tem Forest indicated he appreciated that the Town is having a live meeting and encouraged everyone to stay safe.

Mayor Dixon and Councilmember Engel also encouraged everyone to practice precautionary measures around others and to stay safe.

DRAFT

F. TOWN MANAGER'S REPORT

Mr. Stathatos, Ms. Bruce, Mr. Waltenburg, or Mr. Hoefert provided background information and an update on the following capital improvement project:

1. Forest Vista Reconstruction, Phase II
    a. Trees (site photos and condition)
    b. Funding/expenses
    c. Water line issue
    d. Options outline

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

- Clarification regarding the location of the water line
- What is the plan for replacing the existing trees that will be removed
- Resident communication

There was Council consensus that the project needs to move forward. Several members of Council expressed interest in adding decorative trees to replace those that are being removed or incorporate other landscaping.

Ms. Bruce or Mr. Riggs provided an update on the following capital improvement project:

2. Bradford Park stormwater and Rippy Rd improvements
    a. Aerial map of properties and associated drainage

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

- Clarification regarding the flow path and where does the most flooding occur
- What is the impact on other neighborhoods if flow is being redirected
- Would the temporary work transition to the final project

The Town Council convened into a closed meeting at 6:44 p.m. on August 3, 2020, pursuant to Texas Government Code Chapter, Section 551.072, to discuss matters relating to real property, including 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 and reconvened into an open meeting at 7:07 p.m. on August 3, 2020, and took no action.

3. Economic Development projects

He also provided an update on the Farmers Market. Mr. Stathatos gave a report identifying businesses that are now open or coming soon.

G. FUTURE AGENDA ITEMS

1. No request for future agenda items.

H. COORDINATION OF CALENDARS

Mayor Dixon announced the following upcoming meetings (1 & 2):

DRAFT

1. A budget work session is scheduled for Thursday, August 13

2. A regular meeting is scheduled for Monday, August 17

3. Discuss and consider Board & Commission interview process.

   Ms. Scott outlined the current process used for boards and commission seats. There was Council consensus to process with a hybrid approach as discussed. Members of Council will provide feedback regarding additional questions they would like to include in the application.

4. Consider date options for the purpose of discussing the topic of permitted uses.

   Ms. Scott noted the topic of permitted uses is from the Strategic Planning Session. She presented work session date options and there was consensus for the November 19th date.

I. CONSENT ITEMS

1. Consider approval of the minutes from a regular meeting of the Town Council held on July 20, 2020.
2. Consider approval of an ordinance establishing the 2020 certified appraisal roll.

ORDINANCE NO. 17-20

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, APPROVING THE 2020 APPRAISAL ROLL; REPEALING CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

3. *This item moved to regular.*

4. 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.
5. *This item moved to regular.*

6. Consider proposing a maximum tax rate of $0.436500 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.
7. 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.

DRAFT

8. 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.
9. Consider approval of Change Order No. 1 to the Construction Agreement with Archer Western Construction, LLC, for the Wastewater Treatment Plant Rehabilitation Phase V, Solids Facility Improvements project, in the amount of $146,162.98; and authorization for the Mayor to execute same on behalf of the Town.
10. 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.
11. 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.
12. Consider approval of Amendment No. 3 to the Fiscal Year 2019-2020 Capital Improvement Program.

Mayor Pro Tem Sharma moved to approve by consent Items 1 – 2; 4; 6 - 12, as presented in the agenda caption. Deputy Mayor Pro Tem Forest seconded the motion. Each item, as approved by consent, is restated above, and if applicable, the Ordinance or Resolution caption for each, for the record.

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

J. REGULAR ITEMS

3. 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.

   Ms. Wallace or Mr. Meredith responded to the following questions from Council:
   - How did this correlate with the recently rescinded Fair Housing Program

   Administrative Note: Three attachments for this item were inadvertently omitted from the agenda packet. This item has been rescheduled to August 13, 2020.

5. Consider accepting the submission of the notice of a no-new-revenue tax rate of $0.434390 per $100 assessed valuation and a voter-approval tax rate of $0.458029 per $100 assessed valuation for the fiscal year beginning October 1, 2020, and ending September 30, 2021.

DRAFT

Ms. Wallace provided background regarding this item and noted that the Town received revised numbers from the County on Saturday. She noted the new amounts for the no-new-revenue tax rate is $0.426512 and$ 0.45415 for the voter-approval tax rate.

Deputy Mayor Pro Forest moved to approve item 5 as presented; however, with the correction of the no-new-revenue tax rate of $0.426512 and the voter-approval tax rate of $0.45415. Councilmember Engel seconded the motion.

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

Mayor Dixon opened items 13 and 14 at the same time.

13. Public Hearing to consider approval of an ordinance establishing a Tax Abatement Reinvestment Zone for commercial tax abatement at 2201 Spinks Road. (The Town Council moved to postpone this item by a vote of 5 to 0 at its July 20, 2020, meeting.) (The applicant has requested that the item be postponed until August 17, 2020)
14. 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 Town Council moved to postpone this item by a vote of 5 to 0 at its July 20, 2020, meeting.) (The applicant has requested that the item be postponed until August 17, 2020)

Staff Presentation

Mr. Stathatos noted the applicant is requesting the item be postponed to the August 17, 2020 meeting date.

Deputy Mayor Pro Tem Forest moved to postpone items 13 and 14, including the Public Hearings, to August 17, 2020. Councilmember Bumgarner seconded the motion.

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

15. Public Hearing to consider a request for 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 by a vote of 6 to 0 at its July 27, 2020, meeting.)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- General and detailed location
- Land use and zoning
- Comprehensive Sign Package – site plan
- Sign exhibits (for over the bay doors)
- Site photos

DRAFT

- Timeline

and she responded to the following questions from Council:
- Clarification as to what is/not allowed for the signs
- Is there an issue with the color of the sign
- Would the CSP allow them to change the signs

Mr. Meredith responded to the following questions from Council:
- How the signage can be limited to either the automotive use or the applicant

Applicant Presentation

Fred Finch, Chandler Signs

Mr. Finch responded to the following questions from Council:
- Clarification that the signs are being requested on the front of the building (above the windows) as well as the back of the bay areas

Mayor Dixon opened the Public Hearing at 7:40 p.m. No one spoke. Mayor Dixon closed the Public Hearing at 7:40 p.m.

Council Discussion

There was Council discussion regarding:
- How the applicant might have received inaccurate guidance
- Interest in allowing it to be approved but as an automotive use only

Councilmember Bumgarner moved to approve CSP19-0001 Service First with the directive that such approval remains with what is currently on the Service First building. Councilmember Pierson 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 7:46 p.m. on August 3, 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 8:17p.m. on August 3, 2020, to take action on the items as follows:

a. Consultation with Attorney.

No action taken.

DRAFT

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.

Deputy Mayor Pro Tem Forest moved that the Town Council of the Town of Flower Mound authorize the use of the power of eminent domain to acquire in fee simple the right-of-way described in a Resolution, as presented, specifically:

- A 0.3715 acre parcel as permanent right-of-way, more fully described in Exhibit A to the Resolution;
- A 0.2437 acre parcel as permanent right-of-way, more fully described in Exhibit B to the Resolution; and
- A 0.3024 acre parcel as permanent right-of-way, more fully described in Exhibit C to the Resolution;

for public use in construction and maintenance of roadway and stormwater improvements for Rippy Road, and I further move to adopt a Resolution, as presented. The first record vote on this motion applies to all units of property to be condemned. Councilmember Pierson seconded the motion.

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

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

No action taken.

M. ADJOURN REGULAR MEETING

Mayor Dixon adjourned the meeting at 8:20 p.m. on August 3, 2020, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

_____
STEVE DIXON, MAYOR

ATTEST:

_____
THERESA SCOTT, TOWN SECRETARY

DRAFT

TOWN COUNCIL AGENDA ITEM NO. 2

CONSENT ITEM

DATE: August 17, 2020

FROM: Theresa Scott, Town Secretary

ITEM: **Consider approval of a resolution calling for a general election to be held November 3, 2020, for the offices of Town Council Member Place 2 and Town Council Member Place 5; establishing procedures for those elections; and providing an effective date.**

BACKGROUND INFORMATION: The Town's General Election was scheduled to be held Saturday, May 2, 2020. On March 19, 2020, Town Council postponed this election to Tuesday, November 3, 2020, in response to Governor Abbott's proclamation (March 18, 2020) that allowed political subdivisions to do so due to the COVID 19 pandemic.

Council Member Place 2, and Council Member Place 5, shall be elected at the General Election, and each for a three-year term.

The Town Secretary's Office is responsible for conducting municipal elections as prescribed by the Texas Election Code. In accordance with Section 271.002 of the Texas Election Code, the Town's election will be conducted jointly with other political subdivisions in Denton and Tarrant County. The proposed resolution calls for the November 3, 2020, election, and establishes the procedures for the election.

There will be many voting locations (Early Voting and Election Day). Early Voting and Election Day locations are determined by Denton County in a November election.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: $15,250 FY20/21

Proposed Expenditure/(Revenue):	Account Number(s):
$14,100	100-610-10300-5110
$1,100	100-610-10300-5040
$50	100-610-30300-5040

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

LEGAL REVIEW: Ben Gibbs, of Taylor, Olson, Adkins, and Elam L.L.P, has reviewed the resolution as to form and legality.

ATTACHMENTS:

1. Draft resolution

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

TOWN OF FLOWER MOUND

RESOLUTION NO. ___-20

A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS CALLING FOR A GENERAL ELECTION TO BE HELD ON NOVEMBER 3, 2020, FOR THE OFFICES OF TOWN COUNCIL PLACE 2, AND PLACE 5, ESTABLISHING PROCEDURES FOR THOSE ELECTIONS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Section 41.001 of the Texas Election Code (the "Code") specifies that the first Saturday in May shall be a "uniform election date" and that a general election of a Town may be held on such day; and,

WHEREAS, on March 18, 2020, Governor Abbott issued a proclamation suspending Sections 41.0052(a) and (b) of the Texas Election Code to the extent necessary to allow political subdivisions to move their general or special elections to be held on May 2, 2020, to the next uniform election date – November 3, 2020. Town Council action was taken on March 19, 2020, to postpone the May 2, 2020, election to November 3, 2020.

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

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

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

SECTION 1

GENERAL ELECTION CALLED: A general election shall be held in the Town of Flower Mound, Texas, on Tuesday, November 3, 2020, between the hours of 7:00 a.m. and 7:00 p.m. at which the following officers will be elected:

COUNCIL MEMBER, PLACE 2 – For a three year term ending May, 2023
COUNCIL MEMBER, PLACE 5 – For a three year term ending May, 2023

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

SECTION 2

APPLICATION FOR A PLACE ON THE BALLOT: The candidate filings for the May election will remain valid for the election held on the November date and the filing period will not be re-opened for the November election date.

SECTION 3

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

SECTION 4

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

SECTION 5

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

Early Voting by personal appearance shall be conducted beginning on October 19, 2020, and continuing through October 30, 2020, at the Denton County Elections Administration Denton County Main Early Voting site located at 701 Kimberly Dr., Ste. A111, Denton, Texas on the following days and times:

Date	Time
October 13 – 17 (Tuesday – Saturday)	7:00 a.m. – 7:00 p.m.
October 18 (Sunday)	11:00 a.m. – 4:00 p.m.
October 19 – 24 (Monday – Saturday)	7:00 a.m. – 7:00 p.m.
October 25 (Sunday)	11:00 a.m. – 4:00 p.m.
October 26 – 30 (Monday – Friday)	7:00 a.m. – 7:00 p.m.

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

(b) Applications for early voting by mail in Denton County may be delivered to the Early Voting Clerk, P.O. Box 1720, Denton Texas 76202, FAX 940-349-3201 email: elections@dentoncounty.com to be received not later than the close of business on October 23, 2020. The Town Secretary is directed to forward the applications and ballots to the Election Administrator as provided in the Joint Election Agreements.

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

Early Voting by personal appearance shall be conducted beginning on October 13, 2020, and continuing through October 30, 2020, at the Tarrant County Main Early Voting site located at 2700 Premier Street, Fort Worth, Texas 76111 on the following days and times:

Date	Time
October 13 - 17(Tuesday - Saturday)	8:00 a.m. – 5:00 p.m.
October 19 - 23 (Monday - Friday)	8:00 a.m. – 5:00 p.m.
October 24 (Saturday)	7:00 a.m. – 7:00 p.m.
October 25 (Sunday)	11:00 a.m. – 4:00 p.m.
October 26 – 30 (Monday – Friday)	7:00 a.m. – 7:00 p.m.

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

(d) Applications for early voting by mail in Tarrant County may be delivered to the Early Voting Clerk, 2700 Premier Street, Fort Worth, Texas 76111, FAX: 817-831-6118, email: votebymail@tarrantcounty.com to be received not later than the close of business on October 23, 2020. Early Voting ballots for Tarrant County shall be mailed to Early Voting Clerk, P.O. Box 961011, Fort Worth, Texas, 76161-0011. The Town Secretary is directed to forward the applications and ballots to the Election Administrator as provided in the Joint Election Agreements.

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

(f) All applications for ballot by mail (ABBMs) for voters that are voting by mail for the May election and due to being over the age of 65 or due to disability will still be valid for the postponed November election; however, ABBMs for voters who submitted ABBMs for the May election based on expected absence from the county would not be valid for the postponed November election.

METHOD OF VOTING:

Denton County:

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

Tarrant County:

Early voting in Tarrant County by personal appearance shall be conducted exclusively on Tarrant County's Hart Verity Voting System, Version 4.3. On Election Day, voters shall have a choice between voting on the electronic voting system or by a paper ballot that is scanned at the polling place using Tarrant County's voting system. All expenditures necessary for the conduct of the election, the purchase of materials therefor, and the employment of all election officials are hereby authorized, and shall be conducted in accordance with the Election Code.

SECTION 6

ELECTION DAY: Voting shall be conducted between the hours of 7:00 a.m. and 7:00 p.m. on Tuesday, November 3, 2020, and see Exhibit A for the polling location.

SECTION 7

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

SECTION 8

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

SECTION 9

RUN-OFF ELECTION: In the event no candidate receives a majority of votes for an office, there shall be a run-off election held on December 8, 2020.

SECTION 10

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

SECTION 11

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ON THIS THE 17TH DAY OF AUGUST, 2020.

APPROVED:

_____

Steve Dixon, MAYOR

ATTEST:

_____

Theresa Scott, TOWN SECRETARY

EXHIBIT A

Polling Places

Early Voting – Denton County

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

Date	Time
October 13 – 17 (Tuesday – Saturday)	7:00 a.m. – 7:00 p.m.
October 18 (Sunday)	11:00 a.m. – 4:00 p.m.
October 19 – 24 (Monday – Saturday)	7:00 a.m. – 7:00 p.m.
October 25 (Sunday)	11:00 a.m. – 4:00 p.m.
October 26 – 30 (Monday – Friday)	7:00 a.m. – 7:00 p.m.

Polling locations to be determined by Denton County.

Early Voting – Tarrant County

Precinct Number: 3321

Date	Time
October 13 - 17(Tuesday - Saturday)	8:00 a.m. – 5:00 p.m.
October 19 - 23 (Monday - Friday)	8:00 a.m. – 5:00 p.m.
October 24 (Saturday)	7:00 a.m. – 7:00 p.m.
October 25 (Sunday)	11:00 a.m. – 4:00 p.m.
October 26 – 30 (Monday – Friday)	7:00 a.m. – 7:00 p.m.

Polling locations to be determined by Tarrant County.

Election Day – November 3, 2020

Polling Place	Precinct Number(s)
Locations to be determined by Denton County.	3024, 3025, 3026, 3027, 3028, 3029, 3030, 3031, 3033, 4023, 4024, 4025, 4026, 4027, 4028, 4029
Locations to be determined by Tarrant County.	3321 (Tarrant County voters)

TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: August 17, 2020

FROM: Brittni Barnett, Grants and Financial Analyst

ITEM: **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.**

BACKGROUND INFORMATION: This item is to consider approval of Flower Mound's 2020-2024 Consolidated Plan, 2020 Action Plan, and Citizen Participation Plan. These documents affirm that Community Development Block Grant funds will continue to be used for planning and administration, to subsidize Town-wide transit service for the Town's elderly and adults with severe disabilities, and to continue funding the Residential Rehabilitation Program.

During 2002, the U.S. Department of Housing and Urban Development (HUD) recognized Flower Mound (the Town) as an Entitlement Community having a population exceeding 50,000 and awarded the Town a Community Development Block Grant (CDBG). According to HUD, the primary objective of the CDBG Program is, "the development of healthy communities by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income."

In April, HUD notified the Town that our jurisdiction's 2020 allocation is $211,786. In order to receive funding, the law requires the Town to prepare and maintain a five-year Consolidated Plan and a yearly Action Plan declaring how CDBG funds will be used. Additionally, the Town must have a locally-approved Citizen Participation Plan on file, which describes the policies and procedures for citizen participation in the development of these documents.

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

BOARD REVIEW/CITIZEN FEEDBACK: Grants staff held a public hearing on June 3, 2020 and another on July 1, 2020 to discuss the Plans. The Plans were also available for public comment for 30 business days on the Town website and at Town Hall. Staff did not receive any comments during these opportunities for feedback.

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: $0.00

Proposed Expenditure:	Account Number(s):
$211,786	CDBG Grant Fund

Proposed Revenue:	Account Number(s):
$(211,786)	361-4605

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

LEGAL REVIEW: Stacie White, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the Resolution, the proposed 2020-2024 Consolidated Plan, the proposed Program Year 2020 Action Plan, and the Citizen Participation Plan for Housing and Community Development as to form and legality.

ATTACHMENTS:

1. Resolution
2. Proposed 2020-2024 Consolidated Plan
3. Proposed Program Year 2020 Action Plan
4. Citizen Participation Plan

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

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, PROVIDING FOR THE ADOPTION OF THE 2020-2024 CONSOLIDATED PLAN, PROGRAM YEAR 2020 ACTION PLAN, AND THE CITIZEN PARTICIPATION PLAN UNDER THE TOWN'S COMMUNITY DEVELOPMENT BLOCK GRANT; AUTHORIZING THE MAYOR TO EXECUTE THE PLANS ON BEHALF OF THE TOWN AND SUBMIT THEM TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the 2020-2024 Consolidated Plan, Program Year 2020 Action Plan and Citizen Participation Plan ("the Plans") must be adopted by the Town of Flower Mound (the "Town") in fulfillment of the requirements of the Housing and Community Development Act of 1974, as amended, the National Affordable Housing Act of 1990, as amended, and the Stewart B. McKinney Act of 1987, as amended; and

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

WHEREAS, the Flower Mound Community Development Block Grant Advisory Committee (the "Committee") held two public hearings to allow for public comments regarding the Plans; and

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

WHEREAS, the Town Council has determined that it is in the best interest of the residents of the Town to adopt the 2020-2024 Consolidated Plan, Program Year 2020 Action Plan, and Citizen Participation Plan, and to authorize the Mayor to execute the Plans on behalf of the Town and submit same to the U.S. Department of Housing and Urban Development.

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

SECTION 1

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

SECTION 2

The Town of Flower Mound's 2020-2024 Consolidated Plan attached hereto as "Attachment 2", Program Year 2020 Action Plan attached hereto as "Attachment 3", and Citizen Participation Plan, attached hereto as "Attachment 4", for Housing and Community Development, are hereby adopted.

SECTION 3

The Mayor is authorized to execute the Plans for Housing and Community Development on behalf of the Town and submit it to the U.S. Department of Housing and Urban Development.

SECTION 4

This Resolution shall become effective upon its adoption.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____, ON THIS THE 17TH DAY OF AUGUST, 2020.

APPROVED:

_____
Steve Dixon, MAYOR

ATTEST:

_____
Theresa Scott, TOWN SECRETARY

TOWN OF FLOWER MOUND

PROGRAM YEAR 2020-2024

CONSOLIDATED PLAN

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

Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

In 1994, the U.S. Department of Housing and Urban Development (HUD) issued new rules that consolidated the planning, application, reporting and citizen participation processes for four of its formula grant programs, including the Community Development Block Grant (CDBG). The new single-planning process was intended to more comprehensively fulfill three basic objectives: to provide decent housing, to provide a suitable living environment and to expand economic opportunities, especially for those of low-and moderate-income. It was termed the *Consolidated Plan for Housing and Community Development*.

According to HUD, the Consolidated Plan (Con Plan) is designed to be a collaborative process whereby a community establishes a unified vision for housing and community development actions. It offers communities the opportunity to shape these community development programs into effective and coordinated community development strategies. It also allows for strategic planning and citizen participation to occur in a comprehensive context.

As an entitlement community, the Town of Flower Mound (Town) receives an annual share of federal Community Development Block Grant (CDBG) funds. The Town has prepared its 2020-2024 Consolidated Plan to meet the guidelines as set forth by HUD and outlines how the CDBG funds received from HUD will be utilized to meet federal and local goals. The major sections of the Con Plan include an overview of the process, a Needs Assessment, a Housing Market Analysis, Strategic Plan and Annual Action Plan (AAP). The Annual Action Plan is submitted each year to HUD and outlines the activities that the Town will pursue with CDBG funds to meet the goals laid out in this 2020-2024 Consolidated Plan.

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

This Consolidated Plan serves as a baseline for measuring program effectiveness and ensuring the Town meets its housing and community development goals. The information in this plan was gathered through consultation with local organizations, business, public officials and Town staff; public outreach and community meetings; and a review of demographic and economic data.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

The Con Plan requires that the Town assess its needs related to housing, homelessness and community services. These will be further discussed, however the following is a summary of how the Town will address those needs using federal funds.

Based on the level of CDBG funding expected to be received each year, priorities established by the Community Development Advisory Committee, feedback from public comments and surveys, and relevant local/state/national needs information, the Town has determined objectives for the next five years, including its two primary goals:

1) Preserve and rehabilitate the Town's aging housing stock.

2) Address the Town's lack of public transportation and its effects on seniors and residents with disabilities.

To address these needs, the Town proposes a five-year strategy that focuses on residential infrastructure and services for those of low-to moderate-income, especially seniors and adults with disabilities.

3. Evaluation of past performance

Progress towards Consolidated and Action Plan goals are reported every year through the Consolidated Annual Performance and Evaluation Reports (CAPER). The 2018 CAPER reported the results achieved in the fourth year of the five year 2015-2019 Consolidated Plan. Currently, the Town has met or exceeded the majority of its housing and community development goals with the Residential Rehabilitation Program, the Minor Home Repair Program and the Town-Wide Transportation Service.

The Town of Flower Mound's CDBG investments have been used to make long-lasting impacts on the Town's residents. The Town's CDBG accomplishments include the successful completion of 22 Residential Rehabilitation Program projects, eight Minor Home Repair projects and subsidizing the Town-wide transportation service for the elderly and those with disabilities.

It is important to note that the Town expended all of its CDBG funds for activities that principally benefitted low-and moderate-income residents, with the exception of funds allocated toward Planning and Administration. Past performance of these activities helped lead Flower Mound to choose its goals and projects for this 2020-2024 Consolidated Plan.

4. Summary of citizen participation process and consultation process

The Citizen Participation Process includes the integral participation of a 12-member Community Development Advisory Committee. The Committee is comprised of Town employees from various departments, as well as the Town Manager and Deputy Town Manager/CFO. In addition to oversight and input from the Committee, the Town also hosts at least two public hearings each year, as well as a public comment periods that last 30 business days for the Annual Action Plan and the CAPER. The Town promotes the public meetings through local print media, as well as postings at Town Hall, the Library and information on social media and the Town's website.

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

Throughout the development of the 2020-2024 Consolidated Plan, the Town consulted with a number of individuals, agencies, and service providers to help establish funding priorities and plan objectives for the course of the next five years. Some of these entities included the Town's Community Development Advisory Committee, the Denton County Homeless Coalition, local social service agencies and organizations, Town residents, and Town staff from various departments.

5. Summary of public comments

Public Comments are summarized in the citizen participation appendix.

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

All public comments and views were accepted.

7. Summary

The Town of Flower Mound's 2020-2024 Consolidated Plan sets forth objectives, strategies and goals for improving the quality of life for Town residents, especially those of low-to moderate-income. It assesses the needs and provides an analysis of housing, homelessness, and other community development issues. The Town will undertake these efforts in accordance with HUD guidance and requirements.

The Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	FLOWER MOUND	
CDBG Administrator		

Table 1 – Responsible Agencies

Narrative

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

Consolidated Plan Public Contact Information

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

PR-10 Consultation – 91.100, 91.110, 91.200(b), 91.300(b), 91.215(l) and 91.315(l)

1. Introduction

The Town of Flower Mound's Financial Services Department is responsible for coordinating the consultation process for the Consolidated Plan and the Annual Action Plan. The Citizen Participation Plan outlines the Town's policies and procedures for citizen input and participation in the grant process and lays out the process for citizens and groups to provide the Town with information on housing and community development needs as part of the preparation of the Consolidated Plan and Annual Action Plan. Both plans are published on the Town's website and made available for review at Town Hall and the Flower Mound Library. Additionally, the Town conducts two public hearings during the 30 day comment period to obtain citizen's views and to respond to all comments and questions. Public Hearings are held at Town Hall, which is easily accessed by all citizens. The Town also provides updates and information about the process at agency meetings such as the Agency Roundtable and the Denton County Homeless Coalition meetings.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

As needed, the Financial Services Department provides technical assistance and information to private and public organizations that seek to provide affordable housing and support services to residents of Flower Mound. The Town will continue to promote and emphasize the need for greater coordination between all agencies active in Flower Mound so as to minimize the duplication of efforts. Efforts to enhance coordination between the public and private sector will ensure that needs are being properly addressed and that resources are being maximized. One way in which this is accomplished is through quarterly roundtables hosted by the Town and the City of Lewisville for local nonprofit service providers and religious organizations. These roundtables provide an opportunity for networking and coordination as well as education for all those in attendance.

Internally, the Financial Services Department works with other Town Departments to ensure resident needs are being met. For example, the Department partners with the Code Enforcement Division to refer homeowners with code violations to the Home Rehabilitation Program. Financial Services also works with the Parks & Recreation Department to coordinate the Town-wide Transpiration Program for residents.

In preparing the Consolidated Plan and the Action Plan, the Town consulted with and collected information from other Town departments and outside agencies that have responsibility for administering programs covered by or affected by the Consolidated Plan, such as the Denton Housing Authority and the Denton County Homeless Coalition.

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

The Town of Flower Mound is an active member of the Denton County Homeless Coalition, which is a member of the Balance of State Continuum of Care for the State of Texas. The Denton County Homeless Coalition is composed of local nonprofits, government agencies and county residents, and helps coordinate efforts to address the needs of those experiencing homelessness in Denton County. Although there are no known homeless individuals in Flower Mound, staff participates in the meetings to ensure that services are available should the need arise.

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

Although the Town does not receive an allocation of Emergency Solutions Grant funding, the Town works closely with agencies that receive ESG funding and utilize HMIS. The Town also coordinates with the local CoC through regular attendance and membership and assists the Coalition with the annual Point-In-Time Count. The data from this Count is then utilized for the planning of homeless services in Denton County.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	SPAN Transit
	Agency/Group/Organization Type	Services-Elderly Persons Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	SPAN Transit is the primary provider for the Town-wide Transportation Service Program.
2	**Agency/Group/Organization**	Town of Flower Mound
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Lead-based Paint Strategy Public Housing Needs Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Market Analysis Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Various Town Departments were consulted to complete the Consolidated Plan.
3	**Agency/Group/Organization**	CITY OF DENTON
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Town utilized information from the City of Denton's Community Services Department to complete the Consolidated Plan.
4	**Agency/Group/Organization**	Denton Housing Authority
	Agency/Group/Organization Type	Housing Services - Housing Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	
5	**Agency/Group/Organization**	Flower Mound Chamber of Commerce
	Agency/Group/Organization Type	Regional organization Planning organization Business Leaders
	What section of the Plan was addressed by Consultation?	Economic Development Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Chamber of Commerce was consulted to help provide information for the market analysis and understand the economic development opportunities in the area.
6	**Agency/Group/Organization**	CHRISTIAN COMMUNITY ACTION (CCA)
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing Services - Victims

	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Market Analysis Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Christian Community Action is the primary service provider for Flower Mound residents. CCA provides various services to our area including a food pantry, rental assistance, and utility assistance.
7	**Agency/Group/Organization**	Journey to Dream
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs- Chronically homeless Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Journey to Dream provides services for at-risk youth, including a Transitional Living Program for homeless youth working toward independence.
8	**Agency/Group/Organization**	City of Lewisville
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Town utilized information from the City of Lewisville's Neighborhood Services Department to complete the Consolidated Plan.
9	**Agency/Group/Organization**	DENTON COUNTY FRIENDS OF THE FAMILY
	Agency/Group/Organization Type	Services-Victims of Domestic Violence

	What section of the Plan was addressed by Consultation?	Homeless Needs- Families with children Non-Homeless Special Needs Homelessness Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Denton County Friends of the Family assists survivors of domestic violence with emergency shelter, basic service needs, legal assistance, etc.
10	**Agency/Group/Organization**	United Way of Denton County
	Agency/Group/Organization Type	Services – Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs – Chronically homeless Homeless Needs – Families with children Homelessness Needs – Veterans Homelessness Needs – Unaccompanied youth Non-Homeless Special Needs Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Town utilized information from United Way and its efforts to end homelessness in Denton County. UWDC serves as the backbone organization for the Denton County Homeless Leadership Team, the Denton County Barriers Fund, coordinated entry, HMIS and the Point-in-Time Count.
11	**Agency/Group/Organization**	Denton County Homeless Coalition
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homelessness Needs – Chronically homeless Homeless Needs –Families with children Homelessness Needs – Veterans Homelessness Needs – Unaccompanied youth
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Town utilized information provided by the Denton County Homeless Coalition, including its data dashboard to help develop the Consolidated Plan.

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

The Town made every effort to be inclusive in its consultation efforts throughout the planning process, and did not intentionally exclude and particular agency.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Denton County Homeless Coalition	The Strategic Plan incorporates strategies and efforts implemented by the CoC.

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

To ensure coordination, notices were published in two local newspapers regarding public hearings and periodic updates were given at various meetings to social service agencies with an interest in Flower Mound, Denton County, and the region. The Town of Flower Mound consistently works closely with the City of Lewisville, the City of Denton and Denton County on joint efforts related to homelessness. As many services are provided to Flower Mound residents at the County level or by neighboring jurisdictions, the Town works with these efforts in mind in developing its Consolidated Plan.

Narrative (optional):

Please see above.

PR-15 Citizen Participation – 91.105, 91.115, 91.200(c) and 91.300(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

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

Additionally, during the drafting of consolidated plans, the Town utilizes a public survey to solicit detailed feedback, concerns and comments from residents and stakeholders on community needs. This year's survey was available electronically and was promoted on the Town's website and social media accounts. The survey was open for four weeks, and the Town received 164 responses.

The Public Hearings for this year's Consolidated Plan were held at Town Hall, which is easily accessible to all Town residents, including those with disabilities. All meeting notices stated that translation services were available upon request and that people with disabilities would be accommodated upon request. Public notices of the meeting were posted at Town Hall and Flower Mound Public Library (both of these buildings are accessible to those with limited mobility), and the Denton Record-Chronicle. The meetings took place at 6 p.m. on June 3, 2020 and July 1, 2020.

For the PY 2020-2024 Consolidated Plan, the Town consulted with and acquired information from a number of individuals, including Community Development Advisory Committee members, Denton County, Denton County Homeless Coalition, public service agencies and staff in various Town departments.

The culmination of these efforts is included throughout this plan and is integrated in establishing the Town's priority needs and subsequent goals.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Non-targeted/broad community	No response	No comments were received	All comments received were taken into consideration and incorporated into one of the adopted strategies.	Public Hearing June 3, 2020 at Town Hall
2	Public Hearing	Non-targeted/broad community	No response	No comments were received	All comments received were taken into consideration and incorporated into one of the adopted strategies.	Public Hearing July 1, 2020 at Town Hall
3	Newspaper Ad	Non-targeted/broad community	No response	No comments received	Not applicable	Notification of Public Hearings
4	Internet Outreach	Non-targeted/broad community	No response	No comments received	Not applicable	Notification of Public Hearings and Citizen Comment Period

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	Community Outreach	Non-targeted/broad community	164 surveys completed	See appendix	All comments were considered	Community Input Survey

Table 4 – Citizen Participation Outreach

Needs Assessment

NA-05 Overview

Needs Assessment Overview

This section addresses housing, homeless and special needs in the Town of Flower Mound. According to the County's annual Point-in-Time Count, there are currently no individuals experiencing homelessness in the Town. However, there are still other significant needs the Town has, as detailed in this assessment.

The primary non-homeless special needs populations in Flower Mound are the elderly and those with disabilities. There is currently no public transportation in Flower Mound to connect the Town with neighboring areas, outside of the Town's current CDBG-funded Town-wide transportation program. Transportation for senior citizens and those with disabilities was given high priority among the citizen survey conducted as part of the needs assessment process.

Most of the housing in Flower Mound is single-family, owner-occupied and constructed after 1979. Therefore, there are few significant structural issues, including lead based paint hazards. However, housing cost burden is an important issue. This is especially true for the elderly and female single heads of households, due in large part to the relatively low number of one or two bedroom units available in the Town. As a result, rehabilitation of existing homes owned and occupied by low-to moderate-income residents is a high-priority need for the Town.

Needs of residents that were not captured in the market analysis conducted for the Consolidated Plan were collected through public meetings held with stakeholders and residents as well as a citizen survey. Through these outlets, residents had the opportunity to prioritize housing and community development needs in Flower Mound. Based on the surveys collected, the residents of Flower Mound identified senior citizen services, services for those with disabilities and youth services as a high priority.

NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

As the population and median income in the Town of Flower Mound has continued to grow in recent years, so has the demand for single-family housing. As a result of this demand, the most common housing problem in the Town is cost burden (households paying more than 30% of gross household income in housing costs), as detailed in the pre-populated charts below. Additionally, most of the Town's limited multi-family housing units are above the County's fair market rent rate and are some of the most expensive units available in all of the Dallas, TX HUD Metro FMR Area. Finally, there are many aging, single-family housing units in need of rehabilitation to ensure an adequate living space and prevent homeowners from living in sub-standard conditions or seeking housing elsewhere. The following section further details the housing needs in the Town of Flower Mound, utilizing ACS and CHAS data.

Demographics	Base Year: 2009	Most Recent Year: 2018	% Change
Population	64,669	73,252	13%
Households	20,144	25,256	25%
Median Income	$111,523	$134,184	20%

Table 5 - Housing Needs Assessment Demographics

Data Source: 2005-2009 ACS (Base Year), 2018 ACS (Most Recent Year)

Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	555	635	1,470	1,205	18,215
Small Family Households	265	260	805	570	12,635
Large Family Households	35	65	85	75	2,185
Household contains at least one person 62-74 years of age	85	120	300	365	2,270
Household contains at least one person age 75 or older	129	105	175	60	450
Households with one or more children 6 years old or younger	79	70	130	280	3,615

Table 6 - Total Households Table

Data Source: 2011-2015 CHAS

Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	55	10	70	40	175	0	0	10	0	0
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	0	0	0	0	0	0	0	0	0	0
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	25	20	0	0	45	0	0	0	0	0
Housing cost burden greater than 50% of income (and none of the above problems)	85	50	10	10	155	235	150	360	65	810

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Housing cost burden greater than 30% of income (and none of the above problems)	0	4	90	115	209	45	205	390	455	1,095
Zero/negative Income (and none of the above problems)	0	0	0	0	0	35	0	0	0	35

Table 7 – Housing Problems Table

Data Source: 2011-2015 CHAS

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	170	75	80	50	375	235	150	370	65	820
Having none of four housing problems	25	95	190	215	525	95	305	835	880	2,115
Household has negative income, but none of the other housing problems	0	0	0	0	0	35	0	0	0	35

Table 8 – Housing Problems 2

Data Source: 2011-2015 CHAS

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	95	35	55	185	110	165	450	735
Large Related	15	20	0	35	20	45	65	130
Elderly	45	10	83	138	90	90	150	330
Other	0	14	30	44	55	55	85	195
Total need by income	155	79	168	402	275	355	760	1,390

Table 9 – Cost Burden > 30%

Data Source: 2011-2015 CHAS

4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	70	35	0	105	95	80	230	405
Large Related	15	0	0	15	20	0	40	60
Elderly	45	10	79	134	60	30	40	130
Other	0	10	0	10	55	40	55	150
Total need by income	130	55	79	264	230	150	365	745

Table 10 – Cost Burden > 50%

Data Source: 2011-2015 CHAS

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	25	20	0	0	45	0	0	0	0	0

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Multiple, unrelated family households	0	0	0	0	0	0	0	0	0	0
Other, non-family households	0	0	0	0	0	0	0	0	0	0
Total need by income	25	20	0	0	45	0	0	0	0	0

Table 11 – Crowding Information – 1/2

Data Source: 2011-2015 CHAS

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present	0	0	0	0	0	0	0	0

Table 12 – Crowding Information – 2/2

Data Source Comments:

Describe the number and type of single person households in need of housing assistance.

According to the 2018 American Community Survey data, there is an estimated 25,256 total occupied households in Flower Mound, 12.6% of which are single-person households. Of those single-person households, American Community Survey estimates 5.4% or approximately 1,364 of them are occupied by an individual 65 years of age and older. Flower Mound's single residents with housing needs are often seniors living on a limited fixed income who settled in the Town before it grew rapidly, and whose homes are aging and in need of repair.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

According 2018 1-Year ACS data, the Town of Flower Mound has an estimated 4,808 individuals with a disability, which represents 6.4% of the total population. Cognitive disabilities are the most prevalent disability, with 2,520 individuals reporting. Additionally, the general disability rate is higher among residents over the age of 65. Many of Flower Mound's residents with disabilities are seniors who often need assistance with home repair, accessibility improvements and transportation services. There is currently no public transportation in Flower Mound.

In regards to domestic violence, dating violence, sexual assault and stalking, accurate and detailed statistics are often difficult to come by, because many of these incidences go unreported. However, it is estimated that 1 in 4 women and 1 in 9 men in the United States are victims of domestic violence at some point in their lives, according to the World Health Report Fact Sheet. Additionally, according to the same report, nearly 1 in 4 women may experience sexual violence by an intimate partner in their lifetime. According to Denton County Friends of the Family, a nonprofit organization in Denton County dedicated to providing comprehensive services to those impacted by these situations, in 2018 the organization received 2,974 crisis hotline calls, processed 2,277 new client intakes and made 209 sexual assault response calls.

What are the most common housing problems?

As detailed in the charts above, like many communities across the nation and especially in North Texas, severe cost burden is the biggest housing problem facing the Town of Flower Mound, especially for owner-occupied households. Additionally, those facing these significant cost burdens are unable to afford needed rehabilitation to their aging housing units.

Are any populations/household types more affected than others by these problems?

As seen in the charts above, the lack of affordable housing has a disproportionate effect on small households and homes occupied by the elderly. Oftentimes, the elderly have additional issues such as a lack of means to make accessibility improvements to their existing home. Additionally, when looking at the percent of total, the extremely low-income income range (30% AMI and below) are statistically more likely to have at least one housing problem compared to the other income ranges.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

HUD defines extremely low-income households as those that earn 0-30% AMI (Area Median Income), and a severe housing cost burden as housing expenses that exceed 50% of the household income. As detailed in Table 10 featuring 2011-2015 CHAS data, 130 extremely low-income renter households and 230 owner-occupied households have a severe housing cost burden of greater than 50%, putting them at a greater risk of becoming unsheltered.

According to the 2020 Point-in-Time (PIT) Count, there are currently no known homeless individuals in Flower Mound. Additionally, although the Town of Flower Mound does not receive ESG funding or any funding related to rapid-rehousing, as noted, any extremely low-income families and individuals who may currently be receiving rapid re-housing assistance would face difficulties in securing affordable housing in the Town of Flower Mound.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

The Town of Flower Mound does not provide specific estimates of the at-risk populations. However, as noted above, those most at risk include very low-income households, those facing an extreme cost burden, the elderly, those with disabilities and survivors of domestic violence, rape and sexual assault.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

Due to the relatively young age of the housing stock and the very few households that are living in overcrowded conditions, housing cost burden (paying more than 50% of gross household income in housing costs) is the primary characteristic linked with instability and an increased risk of homelessness. Some of the other most common social and housing characteristics that lead to housing instability and homelessness include those fleeing domestic violence; loss of/inability to find stable employment; young adults aging out of foster care; persons recently released from prison; and medical or disability related conditions that may negatively affect earned income.

Discussion

Please see above.

NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

A disproportionately greater need exists when the members of racial or ethnic group at an income level experience housing problems at a greater rate (10 percentage points or more) than the jurisdiction as a whole. Per the regulations at 91.205(b)(2), 91.305(b)(2), and 91.405, a grantee must provide an assessment for each disproportionately greater need identified. Although the purpose of these tables is to analyze the relative level of need for each race and ethnic category, the data also provides information for the jurisdiction as a whole that can be useful in describing overall need.

Disproportionate housing needs in a population are defined as having one or more of the following four housing problems in greater proportion than the jurisdiction as a whole or than whites: 1) Living in housing that lacks complete kitchen facilities, 2) Living in housing that lacks complete plumbing facilities, 3) More than one person per room (overcrowded), and 4) Cost burden greater than 30 percent of Area Median Income (AMI).

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	450	75	35
White	305	60	25
Black / African American	4	0	0
Asian	75	15	10
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	55	0	0

Table 13 - Disproportionally Greater Need 0 - 30% AMI

Data Source: 2011-2015 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	440	185	0
White	265	140	0
Black / African American	25	0	0
Asian	75	4	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	50	40	0

Table 14 - Disproportionally Greater Need 30 - 50% AMI

Data Source: 2011-2015 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	930	540	0
White	705	365	0
Black / African American	30	4	0
Asian	90	100	0
American Indian, Alaska Native	65	0	0
Pacific Islander	0	0	0
Hispanic	25	50	0

Table 15 - Disproportionally Greater Need 50 - 80% AMI

Data Source: 20011-2015 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	685	520	0
White	590	430	0
Black / African American	20	20	0
Asian	60	20	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	15	45	0

Table 16 - Disproportionally Greater Need 80 - 100% AMI

Data Source: 2011-2015 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

Discussion

According to the 2018 ACS data, the Town of Flower Mound's population totals 73,252 and is 80 percent white, 11 percent Asian, 4 percent African American and 9.6 percent Hispanic or Latino of any race. Taking this into account while also looking at the tables above, the greatest disproportionality is seen in the 50-80 percent earning level.

NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

This section discusses severe housing needs as defined by HUD, using HUD-prepared housing needs data. The tables show the number of Flower Mound households that have severe housing needs by income and race and ethnicity. Needs are defined as one or more of the following housing problems: 1. Housing lacks complete kitchen facilities, 2. Housing lacks complete plumbing facilities, 3. Household has more than 1.5 persons per room, 4. Household cost burden exceeds 50 percent. The information is used to compare the existence of severe housing problems amongst racial groups against that of the jurisdiction as whole in an effort to determine if any group(s) share a disproportionate burden of the area's severe housing problems.

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	405	120	35
White	260	105	25
Black / African American	4	0	0
Asian	75	15	10
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	55	0	0

Table 17 – Severe Housing Problems 0 - 30% AMI

Data Source: 2011-2015 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	225	400	0
White	105	300	0
Black / African American	25	0	0
Asian	40	40	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	35	60	0

Table 18 – Severe Housing Problems 30 - 50% AMI

Data Source: 2011-2015 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	450	1,025	0
White	305	765	0
Black / African American	15	19	0
Asian	50	140	0
American Indian, Alaska Native	65	0	0
Pacific Islander	0	0	0
Hispanic	0	75	0

Table 19 – Severe Housing Problems 50 - 80% AMI

Data Source: 2011-2015 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	115	1,095	0
White	85	935	0
Black / African American	10	30	0
Asian	20	65	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	0	60	0

Table 20 – Severe Housing Problems 80 - 100% AMI

Data Source: 2011-2015 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

Discussion

According to the 2018 ACS data, the Town of Flower Mound's population totals 73,252 and is 80 percent white, 11 percent Asian, 4 percent African American and 9.6 percent Hispanic or Latino of any race. Taking this into account while also looking at the tables above, the greatest disproportionality is seen in the 50-80 percent earning level, especially among the American Indian and Alaska Native households. This is unique in that it goes against the assumed likelihood that households experiencing a severe housing problem would decrease as incomes rise.

NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction:

This section compares the existence of housing cost burden and severe cost burden amongst racial and ethnic groups against that of the jurisdiction as a whole in an effort to see if any group(s) share a disproportionate burden of the area's cost burden. Cost burden is experienced when a household pays between 30% and 50% of their gross household monthly income toward housing costs, including utilities, insurance and property taxes. Severe cost burdened households are those that spend more than 50% of their gross monthly income on these housing costs.

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	18,230	2,510	1,285	50
White	14,885	2,030	835	40
Black / African American	660	45	55	0
Asian	1,445	175	225	10
American Indian, Alaska Native	35	0	65	0
Pacific Islander	0	0	0	0
Hispanic	960	215	55	0

Table 21 – Greater Need: Housing Cost Burdens AMI

Data Source: 2011-2015 CHAS

Discussion:

When reviewing the data above, 65% of American Indians/Alaska Natives are severely cost burdened, spending more than 50% of their income on housing. This is compared to 5.8% for the jurisdiction as a whole.

NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2)

Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

Please see the disproportionate needs discussions above.

If they have needs not identified above, what are those needs?

The primary need is for housing that is more affordable to low- and moderate-income residents.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

There are no ethnic group concentrated areas in Flower Mound.

NA-35 Public Housing – 91.205(b)

Introduction

The Town of Flower Mound does not have a public housing authority or a Housing Choice Voucher (HCV) program, nor are there any public housing developments within the Town limits. Flower Mound residents can apply for HCV vouchers through the Denton County Housing Authority (DCHA). According to the HUD data in the table below, approximately 1,450 Housing Choice Vouchers are in use through the DCHA.

Totals in Use

Program Type									
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	0	0	1,450	0	1,439	0	1	0

Table 22 - Public Housing by Program Type

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Data Source: PIC (PIH Information Center)

Characteristics of Residents

Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project - based	Tenant - based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
Average Annual Income	0	0	0	12,406	0	12,307	0	16,176

Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project - based	Tenant - based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
Average length of stay	0	0	0	5	0	5	0	6
Average Household size	0	0	0	2	0	2	0	2
# Homeless at admission	0	0	0	0	0	0	0	0
# of Elderly Program Participants (>62)	0	0	0	398	0	398	0	0
# of Disabled Families	0	0	0	344	0	341	0	1
# of Families requesting accessibility features	0	0	0	N/A	N/A	N/A	N/A	N/A
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

Table 23 – Characteristics of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Race of Residents

Program Type									
Race	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	0	0	780	0	777	0	0	0

Program Type									
Race	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Black/African American	0	0	0	627	0	619	0	1	0
Asian	0	0	0	37	0	37	0	0	0
American Indian/Alaska Native	0	0	0	5	0	5	0	0	0
Pacific Islander	0	0	0	1	0	1	0	0	0
Other	0	0	0	0	0	0	0	0	0
***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**									

Table 24 – Race of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Ethnicity of Residents

Program Type									
Ethnicity	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	0	0	193	0	193	0	0	0
Not Hispanic	0	0	0	1,257	0	1,246	0	1	0
***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**									

Table 25 – Ethnicity of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

Not applicable. There are no public housing tenants in the Town of Flower Mound.

Most immediate needs of residents of Public Housing and Housing Choice voucher holders

In the past, the Town of Flower Mound has consulted with the PHA that serves Flower Mound residents through the Housing Choice Voucher program. The Denton County Housing Authority administers the Section 8 program for Denton County. While the Housing Authority receives funding for the Flower Mound area, it gives preference to those citizens living within the cities of Denton and Lewisville. This preference reduces the amount of funding available for those new applicants who do not reside in Denton or Lewisville. Because of this preference and an over-all funding shortage in the Section 8 program, the Housing Authority routinely runs out of funding before it is able to provide services to all residents who are requesting for the first time. This situation creates a gap in service delivery.

That being said, for residents of Public Housing and Housing Choice voucher holders, the most immediate need will always be affordable housing and/or a higher income that will help allow them to become self-sufficient and enable them to move out of publicly assisted housing.

How do these needs compare to the housing needs of the population at large

As mentioned, housing that is affordable for all current and potential residents of the Town of Flower Mound is a need. This need is amplified in those who may be current residents of Public Housing and Housing Choice voucher holders, because families served by PHAs are very low-income. Also, compared to the population at-large, these families are more likely to be elderly or have individuals with a disability, both of which may require additional accommodations to meet their sometimes unique housing needs.

Discussion

Please see above.

NA-40 Homeless Needs Assessment – 91.205(c)

Introduction:

HUD has advocated for Continuum of Care (CoC) programs to address homeless needs. According to HUD, a CoC exists to serve the needs of homeless persons on city or county levels. The main goals of CoCs are to offer housing assistance, support programs and shelter services to homeless persons and ultimately break the cycle of homelessness. CoCs collaborate with different community organizations, local governments and local homeless advocate groups to identify homeless needs in their community and in turn develop the best means of addressing these issues and optimize self-sufficiency.

The Town of Flower Mound is part of the Balance of State Continuum of Care. More specifically, the Town is a member of the Denton County Homeless Coalition (DCHC), a work group of the Denton County Homeless Leadership Team, which works on the County level to carry out various homelessness prevention efforts. Additionally, the DCHC carries out the County's annual Point-in-Time count. Through this Count, as detailed in the tables below, no homeless individuals were found in the Town of Flower Mound. However, to ensure that services are available should the need arise, Flower Mound utilizes its membership in the DCHC to build community connections among service providers and even allocates a portion of its General Fund dollars to provide grants to local service providers that help address the various needs of those experiencing homelessness or are at-risk of becoming homeless.

Homeless Needs Assessment

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons in Households with Adult(s) and Child(ren)	0	0	0	0	0	0
Persons in Households with Only Children	0	0	0	0	0	0
Persons in Households with Only Adults	0	0	0	0	0	0

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Chronically Homeless Individuals	0	0	0	0	0	0
Chronically Homeless Families	0	0	0	0	0	0
Veterans	0	0	0	0	0	0
Unaccompanied Child	0	0	0	0	0	0
Persons with HIV	0	0	0	0	0	0

Table 26 - Homeless Needs Assessment

Data Source Comments:

Indicate if the homeless population is: Has No Rural Homeless

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

The Town of Flower Mound itself does not currently have any individuals that are classified as homeless. However, the Denton County Homeless Coalition has established the Denton County Homelessness Dashboard, which obtains data from the county-wide Homelessness Management Information System (HMIS) that assists emergency shelters, housing providers, and supportive service providers collect and store client data. According to this Dashboard, as of March 31, 2020, there were 362 actively homeless households in Denton County. Of those, 137 were chronically homeless, which means they are households that include at least one member living with a disability who has been homeless for 12 consecutive months or four times within the past three years (totaling 12 months). Additionally, of those actively homeless households, 34 were veterans and 12 were fleeing domestic violence.

Nature and Extent of Homelessness: (Optional)

Race:	Sheltered:	Unsheltered (optional)
White	0	0
Black or African American	0	0
Asian	0	0
American Indian or Alaska Native	0	0
Pacific Islander	0	0
Ethnicity:	**Sheltered:**	**Unsheltered (optional)**
Hispanic	0	0
Not Hispanic	0	0

Data Source Comments:

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

There are currently no known actively homeless individuals in Flower Mound, and there is no County data available detailing the number of families with children in need of housing assistance. However, the 2019 PIT Count did survey 14 homeless unaccompanied youth (ages 18-24) in the County. Additionally, the County's Homelessness Dashboard indicates that as of March 31, 2020, there are 34 homeless veterans.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

Of the 194 persons counted as part of the 2019 Denton County Point-in-Time Count, 75.6% were White, 17.8% were Black of African American, 1.1% were Asian, and the remaining were either American Indian or Alaskan Native or of multiple races.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

According to the 2019 Denton County Point-in-Time Count, of the 194 persons counted, 65% were unsheltered and 35% were sheltered.

Discussion:

The Point-in-Time Count only offers a snapshot of the issue of homelessness in the County. As always, even though there are no known homeless individuals in Flower Mound, the Town acts as a referral source for households at imminent risk of becoming homeless. Town staff will identify and contact providers who offer the services needed by these individuals and families.

NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)

Introduction:

This section provides an overview of the housing and supportive service needs of non-homeless special populations in Flower Mound. HUD defines non-homeless special needs populations as the elderly, frail elderly, persons with disabilities (mental, physical, and/or developmental), persons with alcohol or other drug addiction, persons with HIV/AIDS and their families, and public housing residents. Because these individuals face unique housing challenges and are vulnerable to becoming homeless, a variety of support services may be needed in order for them to achieve and maintain a suitable living environment.

Describe the characteristics of special needs populations in your community:

Elderly and Frail Elderly Persons
According to 2018 5-Year American Community Survey data, 6,652 Flower Mound residents were age 65 or older. While elderly is defined as persons over age 62, “extra elderly” persons are those over 75. Within the Town’s elderly population, about 31% or 2,034 individuals are considered “extra elderly.” Since 2010, the Town’s elderly population (those over 65) has grown from 4.6% to 9.1% of the total population.

Individuals with Disabilities (Mental, Physical and/or Developmental)
According to 2018 1-Year American Community Survey data, there are an estimated 4,656 individuals in Flower Mound with a disability, or an overall rate of 6.4%. Those age 65 and older experienced the highest rate of disability, with a total of 1,711 individuals. The most common disability is an ambulatory disability, followed by a cognitive disability.

Persons with Alcohol or Other Drug Addictions
A report was released by the Substance Abuse and Mental Health Services Administration for the Dallas-Fort Worth-Arlington Metropolitan Statistical Area (MSA). The report found that during 2005 through 2010, an annual average of 641,000 persons aged 12 or older used an illicit drug in the past year. This represented 13.2% of the MSA population. Additionally, 8.2% of persons aged 12 or older were classified as having a substance use disorder in the past year in the MSA.

Persons with HIV/AIDS
See discussion below.

What are the housing and supportive service needs of these populations and how are these needs determined?

Elderly and Frail Elderly Persons
As the Town’s elderly population continues to grow, providing housing options and supportive services, such as access to health care, shopping and transportation is essential. Additionally, home repair and/or

modification and financial support to make such modifications is also a need for this population. More than 90% of respondents to the Town's Housing and Community Development Survey indicated a medium to high need for services benefitting senior residents.

Individuals with Disabilities (Mental, Physical and/or Developmental)
The Town's Housing and Community Development Survey asked residents to prioritize the need for services benefitting those with disabilities. Almost 93% of respondents indicated a medium to high need for these types of services. These needs can vary depending on the type of disability and the range of skill and ability within those types. For those with physical disabilities, transportation or accessible housing options may be a need. For those with cognitive disabilities, various developmental support services might be more fitting.

Persons with Alcohol or Other Drug Addictions
Those struggling with alcohol and other drug addictions need a strong support network in their fight for sobriety. The National Coalition for the Homeless states that other needs for this population will sometimes include transportation, work programs and therapy access. The Town's Community Development Survey indicates that about 68% of respondents deem services for this population a medium to high need in the Town.

Persons with HIV/AIDS
See discussion below.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

According to the 2018 Texas HIV Surveillance Report, there were 1,355 HIV diagnoses in the Dallas-Fort Worth Region. This represented a rate of 17.2 per 100,000. The prevalence of diagnosed HIV infection at the end of 2018 was 29,674 and a rate of 377.0.

Discussion:

There are many special populations in the Town of Flower Mound. With an aging population, the needs of these populations are more important than ever. This, as well as the direction gathered from the Town's Community Development Survey, ensures that the Town continues to evaluate and prioritize these needs on a regular basis.

NA-50 Non-Housing Community Development Needs – 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

Flower Mound is a rather young municipality and its current facilities are not in need of significant improvements. The Town's public parks are in need of enhancements to a more comprehensive set of amenities. Flower Mound opened a new Senior Center in 2015 with enhanced amenities for the Town's senior residents. The previous Senior Center was in need of improvements to adapt to the large senior population who participates in Town programs. The Town also has a Community Activity Center that opened in 2008 with fitness equipment, a walking track, indoor and outdoor pools, and many programs and special events. The Town offers discounted memberships to the CAC to the Town's seniors. Additionally, the Town opened its new Town Hall in 2018, which allowed the Town to bring its Environmental Services Department, Facilities Management division, and Development Services Department under the same roof as other administrative services, such as Human Resources, Utility Billing and Financial Services. Finally, the Town is currently working to renovate and expand its Library building. Work is expected to finish in fall of 2020.

How were these needs determined?

These needs were determined by a combination of interviews with Town departments, a review of the Parks Master Plan, and interviews with stakeholders.

Describe the jurisdiction's need for Public Improvements:

Infrastructure is a never ending cycle of deterioration and replacement. Roads and utilities are expected to last between 30 and 50 years. Some of Flower Mound's roads, especially in the older communities, need improvements. A portion of the Town's sidewalks are also in need of repair and upgrades to ADA compliance with proper curb cuts. Water and Wastewater improvements do not have a high priority at this time, however as the Town ages over the next 5 years, it is feasible that areas might experience need for repairs and improvements. The Town considers code enforcement, particularly in older areas of the Town, as a high priority.

How were these needs determined?

These needs were determined by a combination of interviews with Town departments, CIP Plan, and interviews with stakeholders.

Describe the jurisdiction's need for Public Services:

Flower Mound does not currently have public transportation. Town-wide transportation services, funded by the Town and CDBG are available for those 65 years or older and/or residents with verifiable disabilities. These will continue to be provided on a call-in basis. This is a Town-wide project to be carried out within the boundaries of the Town of Flower Mound, Denton County, Texas.

How were these needs determined?

These needs were determined by a combination of interviews with public service providers and Town departments, results of the resident survey, and interviews with stakeholders. According to the Town's Community Development Survey, 91% of respondents would like to see public transportation services continue.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

This Housing Market Analysis looks at the housing market and supply in the Town of Flower Mound and analyzes trends in structure, age, price and tenure. Additionally, this section looks at the availability of homeless shelter facilities, special needs services and housing, and non-housing community development resources.

The Market Analysis revealed that like many communities in Texas, housing costs in Flower Mound have continued to increase during the past five years. For example, the median home value in Flower Mound has increased 42% since 2009, according to American Community Survey data. Additionally, median contract rent prices have increased 26% since 2009. However, despite this increase in costs, the Town has very low vacancy rates for rental properties and relatively quick sales of single-family, owner-occupied properties, and most owners and renters earn enough to avoid being cost burdened by these price increases.

MA-10 Number of Housing Units – 91.210(a)&(b)(2)

Introduction

The housing in Flower Mound is overwhelmingly single family (93%) and consists of primarily of properties with three or more bedrooms (98% for owners and 65% for renters). This section provides an overview of the housing supply in Flower Mound.

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	21,130	92%
1-unit, attached structure	200	1%
2-4 units	125	1%
5-19 units	700	3%
20 or more units	460	2%
Mobile Home, boat, RV, van, etc	385	2%
Total	***23,000***	***100%***

Table 27 – Residential Properties by Unit Number

Data Source: 2011-2015 ACS

Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	30	0%	20	1%
1 bedroom	35	0%	425	15%
2 bedrooms	305	2%	525	19%
3 or more bedrooms	19,100	98%	1,795	65%
Total	***19,470***	***100%***	***2,765***	***100%***

Table 28 – Unit Size by Tenure

Data Source: 2011-2015 ACS

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

Currently, the Denton County Housing Authority provides Section 8 vouchers to 15 persons in Flower Mound. The Denton Housing Authority is funded by HUD and offers Section 8 rental assistance, homebuyer's club and family self-sufficiency for the Denton County area.

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

No units are expected to be lost from the affordable housing inventory. However, as prices in the area continue to rise, it is likely that fewer units will be affordable in the future.

Does the availability of housing units meet the needs of the population?

From a quantitative standpoint, as the Town continues its growth and development, there are ample units available to house the population. However, high home values and rents result in much of the housing stock being out of the affordable range for those of low-to moderate-income, as demonstrated by the increase in households with a cost burden. Cost burden occurs when households pay more than 30 percent of their household income toward their rent or mortgage.

Describe the need for specific types of housing:

Analysis of cost burden data indicates that more affordable rental and single-family owner-occupied housing is needed, particularly for families and individuals with incomes at or below 50% of median, many of which are disabled or elderly. Persons with disabilities often have difficulty locating a wide choice of accessible units. In the homebuyer market, affordability for lower income first-time homebuyers is a continuing challenge, particularly as supply of affordable properties continues to be limited and transportation options remain limited. Though some housing may be more affordable, these homes are often in need of repair.

Discussion

Please see above.

MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

Introduction

This section describes rental and homeownership affordability in Flower Mound. It is informed by a rental gaps analysis that compares the supply of rental housing at various income levels to the number of renters who can afford such rents. The section also examines how housing costs have changed relative to income growth of Flower Mound households.

Cost of Housing

	Base Year: 2009	Most Recent Year: 2018	% Change
Median Home Value	241,100	342,200	42%
Median Contract Rent	1,154	1,449	26%

Table 29 – Cost of Housing

Data Source: 2005-2009 ACS (Base Year), 2014-2018 ACS (Most Recent Year)

Rent Paid	Number	%
Less than $500	198	7%
$500-999	598	22%
$1,000-1,499	885	32%
$1,500-1,999	750	27%
$2,000 or more	320	12%
Total	***2,751***	***100.0%***

Table 30 - Rent Paid

Data Source: 2011-2015 ACS

Housing Affordability

% Units affordable to Households earning	Renter	Owner
30% HAMFI	40	No Data
50% HAMFI	185	115
80% HAMFI	370	989
100% HAMFI	No Data	1,999
Total	***595***	***3,103***

Table 31 – Housing Affordability

Data Source: 2011-2015 CHAS

Monthly Rent

Monthly Rent ($)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	0	0	0	0	0
High HOME Rent	0	0	0	0	0
Low HOME Rent	0	0	0	0	0

Table 32 – Monthly Rent

Data Source Comments:

Is there sufficient housing for households at all income levels?

No, there is not sufficient housing for the Town's lowest income renters and homeowners. These households are a diverse group—some seniors, some persons with disabilities, some families. Many occupy jobs in low-paying retail and service industries, which support the Town's other employment industries and workers.

In addition, housing affordability has declined for those wanting to own a home in Flower Mound. The median home price in Flower Mound has increased by 42% between 2009 and 2018. That is an annual average of more than 4% per year. During the same period, owner incomes increased by 20% from a median of $111,961 to $134,184. That is an annual average of 2.2% per year.

Because housing prices rose faster than household incomes, housing purchasing power has decreased. For those Flower Mound residents with high incomes relative to housing costs, this decrease in purchasing power could be managed. But, new residents—especially younger workers with modest earnings looking to buy a starter home—may have trouble affording housing in Flower Mound. Additionally, Flower Mound is seeing a rise in empty nesters living in their family home for longer. Because of this, neighborhood populations are aging and school populations are declining. Many of the older Flower Mound residents attribute a lack of affordable housing as the reason they have not moved out of their large family homes.

Similar trends occurred for rental units. The median rent increased by 26% (3% annually) between 2009 and 2018. In 2018, the median contract rent was $1,449, which is significantly higher than the national median of $862 and the 2019 Fair Market Rent for 0-2 bedroom apartments in the Dallas, TX HUD Metro FMR Area.

How is affordability of housing likely to change considering changes to home values and/or rents?

The housing values and rents have increased more than the median income in Flower Mound. Most of the disparity is due to the development of new high-end subdivisions increasing the median and average rents and home values. As a result, higher income residents have greater housing options, yet if this trend continues the availability of affordable housing for those of low-to moderate-income will decline.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

HOME Rent Limits are based on FMRs published by HUD. HOME Rent Limits are set to determine the rent in HOME-assisted rental units and are applicable to new HOME leases. As discussed previously in this section, housing prices, including rentals, have continued to increase in the past few years. Median Contract Rent in Flower Mound in 2018 was $1,449. According to ACS data 65% of renters live in a three bedroom or more housing unit. Comparing the average rents of advertised units in Flower Mound with the fair market rent, they are comparable and lower for one and two bedroom units, but typically not for 3-bedroom units. The limited number of multi-family units in Flower Mound impacts the affordability of rental units.

Discussion

Please see above.

MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

Introduction

This section provides an overview of the condition of housing in Flower Mound.

The vast majority of the housing in Flower Mound was constructed after 1979. Out of the 19,465 owner-occupied units in Flower Mound, 93% of them were built after 1979. As a result, the condition of the housing ranges from poor (very few units) to excellent, with very few substandard and even fewer dilapidated, not suitable for rehabilitation.

Definitions

A building that is deemed dilapidated or substandard is defined as a structure that has become deteriorated or damaged through exposure to the elements to the extent that it no longer provides protection from the elements, or is in danger of collapse, or is not connected to an approved wastewater disposal system, or is hazardous to public health/safety/welfare. Substandard units suitable for rehabilitation are those for which the necessary rehabilitation would be less than 50 percent of the value of the property.

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	3,180	16%	404	18%
With two selected Conditions	65	0%	205	7%
With three selected Conditions	10	0%	0	0%
With four selected Conditions	0	0%	0	0%
No selected Conditions	16,210	83%	2,050	74%
Total	***19,465***	***99%***	***2,760***	***99%***

Table 33 - Condition of Units

Data Source: 2011-2015 ACS

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	4,905	25%	680	25%
1980-1999	13,165	68%	1,845	67%
1950-1979	1,365	7%	155	6%
Before 1950	25	0%	80	3%
Total	***19,460***	***100%***	***2,760***	***101%***

Table 34 – Year Unit Built

Data Source: 2011-2015 CHAS

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	1,390	7%	235	9%
Housing Units build before 1980 with children present	4,125	21%	3675	133%

Table 35 – Risk of Lead-Based Paint

Data Source: 2011-2015 ACS (Total Units) 2011-2015 CHAS (Units with Children present)

Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units	0	0	0
Abandoned Vacant Units	0	0	0
REO Properties	0	0	0
Abandoned REO Properties	0	0	0

Table 36 - Vacant Units

Data Source: 2005-2009 CHAS

Need for Owner and Rental Rehabilitation

As shown in the table above, much of Flower Mound's housing was built between 1980 and 1999 (67%). Some of these homes were built on land with soil challenges and, as such, have internal as well as infrastructure improvement needs. Condition and infrastructure challenges are some of the most pressing housing needs in Flower Mound. Often times, these homes are occupied by seniors who have limited financial means and/or the mobility required to maintain their homes.

Estimated Number of Housing Units Occupied by Low or Moderate Income Families with LBP Hazards

Lead-based paint has been recognized as a major environmental hazard facing children. Elevated blood lead levels in young children can lead to a range of problems from relatively subtle developmental disabilities to severe impairment or even death. Common effects include impaired cognition and functioning, slowed learning abilities and behavioral disorders. Often these manifestations are subtle during early childhood but become more pronounced as children progress through school.

The use of lead-based paint was banned from residential usage in 1978. However, a majority of the structures constructed prior to the ban are at risk of containing lead-based paint. Lead poisoning is most likely to occur in old, poorly maintained dwellings with deteriorated paint. Remodeling of homes with lead paint will exacerbate exposure if lead hazards have not been mitigated.

Only 7% of Flower Mound's owner-occupied units were built before 1979. Of these owner-occupied units, approximately 21% are believed to be occupied by children.

Discussion

Please see above.

MA-25 Public and Assisted Housing – 91.210(b)

Introduction

Low and moderate income renters needing housing assistance in Flower Mound are primarily served by the Denton Housing Authority. The Town of Flower Mound does not operate any Public Housing Units.

Totals Number of Units

Program Type									
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available				1,525			0	0	0
# of accessible units	N/A	N/A		N/A	N/A	N/A	N/A	N/A	N/A
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 37 – Total Number of Units by Program Type

Data Source: PIC (PIH Information Center)

Describe the supply of public housing developments:

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

N/A. There are no public housing developments in Flower Mound.

Public Housing Condition

Public Housing Development	Average Inspection Score

Table 38 - Public Housing Condition

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

N/A. There are no public housing developments in Flower Mound.

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

N/A. There are no public housing units in Flower Mound.

Discussion:

Please see above.

MA-30 Homeless Facilities and Services – 91.210(c)

Introduction

This section provides an overview of the facilities and services available to assist persons who are homeless or at risk of homelessness in Flower Mound. The chronically homeless population has traditionally been very small in Flower Mound. As of the most recent Point-in-Time Count, carried out by the Denton County Homeless Coalition, there are no actively homeless individuals living in Flower Mound. As such, Flower Mound has no traditional shelter to serve the homeless. To ensure that services are available should the need arise, Flower Mound participates in the Denton County Homeless Coalition, which has a network in place to address chronically homeless needs and provides General Fund support to local service providers that address the needs of the homeless and those at risk of becoming homeless.

Facilities and Housing Targeted to Homeless Households

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	0	0	0	0	0
Households with Only Adults	0	0	0	0	0
Chronically Homeless Households	0	0	0	0	0
Veterans	0	0	0	0	0
Unaccompanied Youth	0	0	0	0	0

Table 39 - Facilities and Housing Targeted to Homeless Households

Data Source Comments:

Describe mainstream services, such as health, mental health, and employment services to the extent those services are use to complement services targeted to homeless persons

The Town of Flower Mound annually awards a portion of its General Fund dollars to local social service and health care providers that offer a range of services to low-income residents, including those who are homeless or at risk of becoming homeless. Food provision, information and referral, emergency financial assistance, housing and rental assistance, physical and mental health care services to uninsured or underinsured residents are among the health, mental health and employment services these providers make available.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

Christian Community Action (CCA), located in Lewisville, is the largest provider of homeless assistance in the Flower Mound area. CCA provides comprehensive rescue, relief and restorative services to low-and moderate-income families and individuals in crisis. The following services were provided to the homeless population, population at risk of becoming homeless and those transitioning through homelessness: information and referral, counseling and/or advocacy, emergency financial assistance, medical care and/or assistance, transportation, home maintenance and/or repair, after school care and/or activities, food, utilities, clothing and shelter assistance. In 2019, CCA provided $50,466.28 in financial and non-financial services to residents in Flower Mound through services and programs such as the organization's food pantry, family assistance services and back-to-school services.

In addition to Christian Community Action, the Town also funds the following organizations providing services to people who are homeless and those who are at risk of homelessness:

- CASA of Denton County – provides advocacy services for children who have been removed from their homes by Child Protective Services
- Children's Advocacy Center of Denton County – coordinates the investigation and prosecution of severe child abuse cases and provides family advocacy services and counseling services to children and families
- Denton County Friends of the Family – provides comprehensive services to those impacted by rape, sexual abuse and domestic violence
- Denton County MHMR – provides comprehensive services for those with the most severe and persistent mental illness and most challenging developmental disabilities
- Journey to Dream – provides services for at-risk and homeless youth, including education, counseling, basic life needs and safe shelter
- PediPlace – provides pediatric primary-care healthcare services for the uninsured or underserved

MA-35 Special Needs Facilities and Services – 91.210(d)

Introduction

This section supplements NA 45 (Non-Homeless Special Needs Assessment) with a description of the facilities and services available in Flower Mound.

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

Elderly/Frail Elderly: The supportive housing needs for this population can vary widely depending on the general health and fitness level of the individuals. In general, as people age, disabilities and other health issues become more common. Because of this, supportive housing must include access to health professionals and home modifications that accommodate the individual's unique needs and therefore support their independent living.

Persons with Disabilities (mental, physical, developmental): Individuals with disabilities encompass a wide range of skill levels and abilities. Often times, these individuals have a fixed income and limited housing options. Individuals with more independent skills can utilize subsided housing, but individuals that need more support or specialized housing have fewer options. Some of these individuals continue to reside with parents and families throughout adulthood, which can put additional financial burden on the family. Regardless of housing need, a common thread is the need for continuous support services dependent on the level of ability among each individual.

Alcohol and/or Other Drug Additions: Individuals dealing with addiction often require housing options that will provide a safe, sober place for recovery. A strong network is necessary to maximize the chance that they will stay healthy and sober. It is important that these persons have access to health services, support groups, employment assistance, and a support network. Additionally, detoxification facilities are necessary when addiction is first recognized.

Persons with HIV/AIDS: Medical and social support is important for those living with HIV/AIDS. While there have been great advances in the medical treatment of HIV/AIDS, it is still important to provide specialized support. The individual's support network and medical facilities in close proximity are also important.

For additional information, please see NA-45 for a discussion on the characteristics and needs of special populations in Flower Mound.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

There are no specific supportive housing programs in Flower mound for persons returning from mental and physical health institutions. However, the Denton County Homeless Coalition has a discharge policy to ensure that these individuals are evaluated for appropriate housing options. Through fostering relationships with local hospitals, services are matched to persons in need of housing assistance.

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

Flower Mound intends to continue providing general funds to nonprofit partners for supportive services. The Community Support funds average more $200,000 per year. Flower Mound supports organizations such as Christian Community Action, Youth and Family Counseling, Children's Advocacy Center, Denton County Friends of the Family, Special Abilities of North Texas and Denton County MHMR. These organizations are best equipped to meet the housing and supportive service needs for non-homeless residents with special needs.

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

N/A

MA-40 Barriers to Affordable Housing – 91.210(e)

Negative Effects of Public Policies on Affordable Housing and Residential Investment

As part of the process of developing its Consolidated Plan, the Town updated its Analysis of Impediments to Fair Housing Choice. While the review did not reveal any overt barriers to fair housing choice, the analysis did reveal several areas that may lead to unanticipated barriers in the future. There is implicit recognition that:

- Even though no barriers to fair housing choice have been identified at this time, the Town recognizes that, in specific cases, zoning can create barriers. To guard against this, the Town has created a SMART Growth Commission to review development criteria and to ensure they do not occur in the future. In addition, the Fair Housing Committee will also review Town policies, zoning and ordinances, to further verify that impediments to fair housing are not occurring;
- As the Town population increases, the need for goods and services, as well as jobs and a balanced property and sales tax base will also increase;
- Town citizens may not have easy access to or knowledge of fair housing information and organizations; and,
- To effectively facilitate affordable housing, resources must be available and targeted to the specific need.

Finally, the Town recognizes that like many other cities, a potential barrier to affordable housing development is always the Not-in-My-Backyard Syndrome (NIMBYism), which can be mitigated with education and outreach to residents.

MA-45 Non-Housing Community Development Assets – 91.215 (f)

Introduction

This section provides an overview of the economic and community development climates in Flower Mound. The discussions were informed by the Town's Economic Development Department and the Chamber of Commerce. The narrative also incorporates data from the HUD pre-populated tables. Unemployment, commuting times, education and business activity are all analyzed in this section.

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	391	42	1	0	-1
Arts, Entertainment, Accommodations	3,286	2,514	11	15	4
Construction	1,507	701	5	4	-1
Education and Health Care Services	3,862	3,416	13	20	7
Finance, Insurance, and Real Estate	3,678	1,763	12	10	-2
Information	1,278	500	4	3	-1
Manufacturing	2,086	319	7	2	-5
Other Services	966	1,003	3	6	3
Professional, Scientific, Management Services	4,681	2,199	15	13	-2
Public Administration	0	0	0	0	0
Retail Trade	3,779	3,049	12	18	6
Transportation and Warehousing	2,139	275	7	2	-5
Wholesale Trade	2,899	1,260	9	7	-2
Total	30,552	17,041	--	--	--

Table 40 - Business Activity

Data Source: 2011-2015 ACS (Workers), 2015 Longitudinal Employer-Household Dynamics (Jobs)

Labor Force

Total Population in the Civilian Labor Force	37,734
Civilian Employed Population 16 years and over	36,035
Unemployment Rate	4.52
Unemployment Rate for Ages 16-24	11.43
Unemployment Rate for Ages 25-65	2.84

Table 41 - Labor Force

Data Source: 2011-2015 ACS

Occupations by Sector	Number of People
Management, business and financial	14,850
Farming, fisheries and forestry occupations	1,275
Service	2,040
Sales and office	9,115
Construction, extraction, maintenance and repair	1,185
Production, transportation and material moving	1,100

Table 42 – Occupations by Sector

Data Source: 2011-2015 ACS

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	15,595	49
30-59 Minutes	13,930	44%
60 or More Minutes	2,125	7
Total	***31,650***	***100%***

Table 43 - Travel Time

Data Source: 2011-2015 ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		
	Civilian Employed	Unemployed	Not in Labor Force
Less than high school graduate	365	8	410

Educational Attainment	In Labor Force		
	Civilian Employed	Unemployed	Not in Labor Force
High school graduate (includes equivalency)	3,025	170	875
Some college or Associate's degree	8,020	390	1,890
Bachelor's degree or higher	20,195	545	3,340

Table 44 - Educational Attainment by Employment Status

Data Source: 2011-2015 ACS

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	24	70	85	195	118
9th to 12th grade, no diploma	635	19	165	245	385
High school graduate, GED, or alternative	1,115	505	995	2,560	1,070
Some college, no degree	2,050	1,310	1,680	4,480	1,165
Associate's degree	255	430	510	1,890	270
Bachelor's degree	465	2,175	5,605	9,165	1,100
Graduate or professional degree	30	725	2,605	3,830	555

Table 45 - Educational Attainment by Age

Data Source: 2011-2015 ACS

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	22,008
High school graduate (includes equivalency)	89,822
Some college or Associate's degree	78,592
Bachelor's degree	145,096
Graduate or professional degree	173,999

Table 46 – Median Earnings in the Past 12 Months

Data Source: 2011-2015 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

Based on the information seen above, the employment industries that provide the greatest share of jobs within the Town of Flower Mound are: Education and Health Care Services (20% of all jobs); Retail Trade (18% of all jobs); and Arts, Entertainment and Accommodations (15% of all jobs).

Most workers in Flower mound are employed in Professional, Scientific, and Management Services (15% of workers); Education and Health Care Services (13% of workers); Finance, Insurance and Real Estate (13% of workers); and Retail Trade (12% of workers).

The Jobs Less Workers column of the Business Activity Table suggests that Flower Mound has more workers than jobs in Agriculture, Mining, Oil & Gas Extraction; Construction; Finance, Insurance, and Real Estate; Information; Manufacturing; Professional, Scientific, Management Services; Transportation and Warehousing; and Wholesale Trade industries.

Describe the workforce and infrastructure needs of the business community:

The business community in Flower Mound currently operates primarily with a diverse and highly-educated workforce that pulls largely from across Denton County, ranked the 9th largest county in the State of Texas based on population. The Town's proximity to major employers throughout the Dallas-Fort Worth area allows numerous opportunities for jobs, and according to information from the Town's Economic Development Division, more than 85% of the Town's adult population has a post-secondary education, offering employers some of the highest skilled workers in the North Texas area.

Currently, in Flower Mound, more than 1,400 businesses are in operation with approximately 26% in the general office category, 20% in the medical office category, 16% in the service industry, 20% in restaurant and retail, 7% in warehousing/distribution/manufacturing, and the rest falling into other industry classifications. Almost 4,000 new jobs have been created in Flower Mound in the past three years, 16% of which are classified as professional jobs. With such a diverse offering of industries in the community and a rapidly expanding industrial & flex office business district, the workforce needs of Flower Mound are also varied and require a wide range of skills and trained abilities. Located only three miles north of DFW International Airport, the Town of Flower Mound business community is largely attracted by the roadway and transportation infrastructure that can be provided through major thoroughfares, which emphasizes the need for carefully maintained infrastructure.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

Due to its location, low tax rate, pro-business environment, and strategic location in the DFW Metroplex, Flower Mound is a highly sought after and growing community. The Town competes with some of the largest cities in North Texas for projects and has the capacity to take on major projects that could greatly change the trajectory of business development and focus in the community; and those

opportunities are very real possibilities for the Town as we move into the future term of the planning period. For this reason, as well as because the State of Texas, and North Texas specifically, are such highly-desired locations for business, the chances of a major change that could have economic impact and affect job and business growth are immense and imminent. Auto manufacturers and parts distributors are flocking into the area and require highly-skilled workers, the medical industry continues to see massive growth in the region and offers educated employees a hefty average salary, technology groups are relocating their small-but-specialized headquarters to the area in lieu of Silicon Valley and the intense costs of doing business there. The stage is set for rapid growth in North Texas to continue for decades and Flower Mound is in a prime location in the Metroplex and has available space for business tenants that meet the Town's rigorous standards.

With this kind of growth potential, needs will include having a skilled and available workforce, residential options for relocated workers in and around the community, well-maintained and adequate roadways and inter-local thoroughfares for transportation efforts and commuters, solid community organization networks, business and transitional support opportunities, and considerable quality of life amenities that help to distinguish the community as a place to both work and live.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

Due to being located in the Dallas-Fort Worth metro area, Flower Mound has access to a large pool of skilled labor. For those companies that are in need of specialized labor, the local universities and community colleges have programs and curriculum in place to address those needs. Additionally, as mentioned, more than 85% of the Town's adult population has a post-secondary education, offering employers some of the highest skilled workers in the North Texas area.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

The Town of Flower Mound is proud to feature a 32,000 square-foot North Central Texas College (NCTC) extension campus right in the heart of its historic Parker Square. The campus is home to a Small Business Development Center (SBDC), which provides free professional consulting services to individuals looking to start or grow their small business. Various management training opportunities, seminars, and information are available at no cost to participants and can provide a leading edge for private employers.

Additionally, there are more than 25 four-year colleges and universities located within 50 miles of Flower Mound, including one of the top 50 largest university in the United States, the University of North Texas, and the largest university primarily for women in the United States, Texas Woman's University. There are many more two-year/community colleges located within 50 miles of the Town,

which provide a wide variety of specialized training and certification programs for almost any workforce need.

The Town of Flower Mound Economic Development Office works closely with the Texas Workforce Commission on Skills Development Fund and Skills of Small Business Program grants as well, offering assistance with workforce training when initiatives are not already locally viable. The Flower Mound Chamber of Commerce partners with the Service Corps Of Retired Executives (SCORE) to provide top-quality assistance for all business and management needs within the community, including focused training and management guidance.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

No, the Town of Flower mound does not participate in a Comprehensive Economic Development Strategy. Instead the Town utilizes its Master Plan as the long-term plan for the Town as it relates to development. Additionally, The Town's Economic Development Division has developed an Incentive Policy to establish standards and guidelines that govern the granting of financial initiatives to facilitate economic growth. Finally, the Town is supported by the Flower Mound Chamber of Commerce, which serves as the front door of the business community in Flower mound and is comprised of more than 600 local businesses.

Discussion

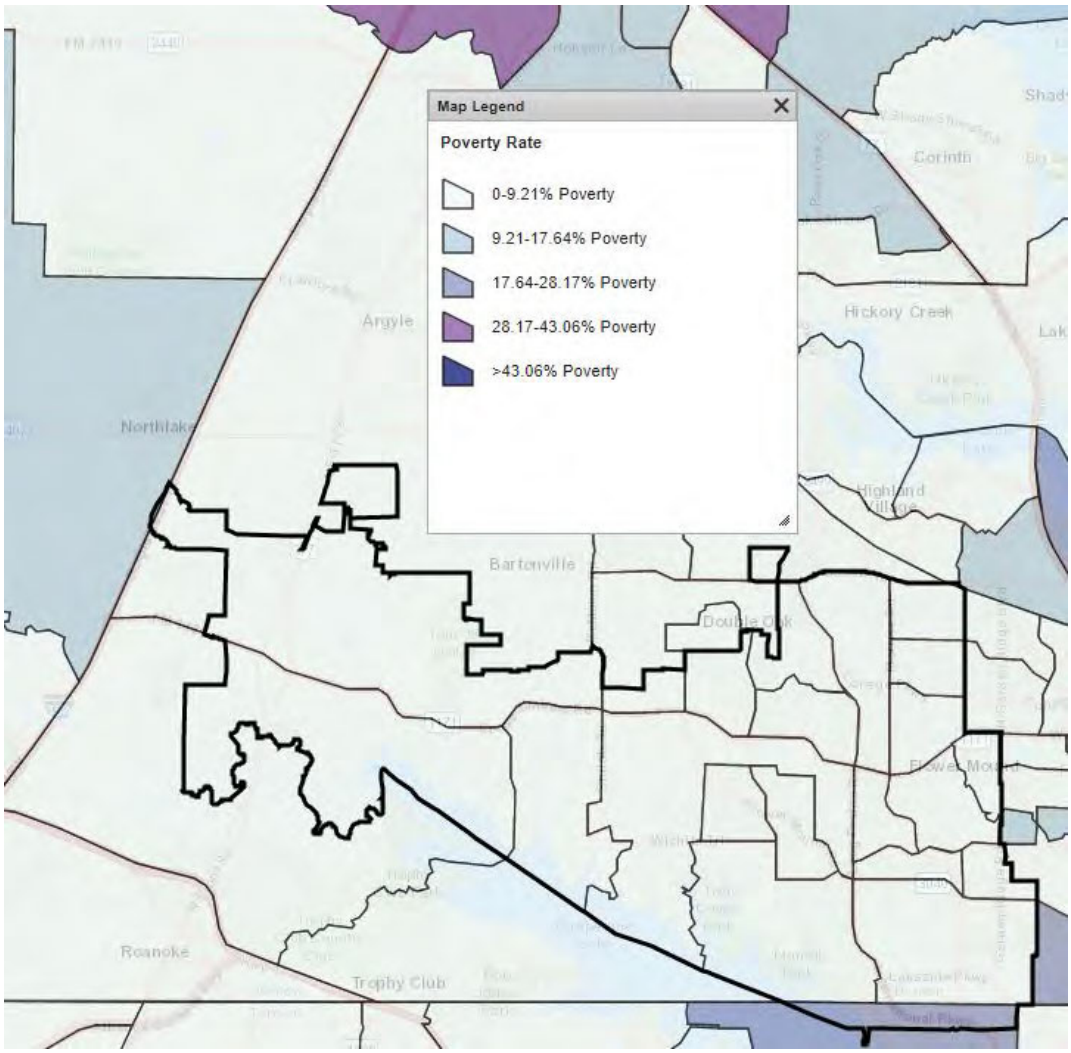
Please see above.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

HUD identifies four specific data points that constitute “housing problems”: cost burden, overcrowding, lack of complete plumbing facilities, and lack of complete kitchen facilities. An area has a high concentration of multiple housing problems when a census tract has two or more housing problems that are disproportionately high. A housing problem is disproportionately high if the percentage of households that have that problem exceed 10% of the jurisdiction’s average.

Housing problems are often much more common in low-income households, as seen in the Needs Assessment. As such, areas with higher concentrations of poverty are more likely to have higher concentrations of housing problems. According to HUD’s CPD Mapping Tool, a very small portion of households experiencing poverty at a higher rate than the rest of the jurisdiction is located along the Town’s southern border with the City of Grapevine. This is seen in the Map below.



Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

The definition of racial and ethnic minority concentration is any census tract or grouping of census tracts where minority population is 10% or more over the jurisdiction's average. While some concentrations of racial or ethnic minorities exist in Flower Mound, they are minor and are primarily located in east Flower Mound.

A low-income family is defined as a family whose income does not exceed 80 percent of the median income for the Dallas, Texas HUD Metro FMR Area, as determined by HUD, with adjustments for smaller or larger families. Concentration is defined as any census tract or grouping of census tracts where the MHI is 80% or less than the jurisdiction's MHI. Concentrations of poverty is discussed above.

What are the characteristics of the market in these areas/neighborhoods?

These areas are characterized by older, more affordable housing stock; lower income levels, and a higher incidence of repair and rehabilitation needs.

Are there any community assets in these areas/neighborhoods?

Assets of these neighborhoods include: close proximity to major transportation corridors and Town Hall, good supply of affordable housing, quality public schools, established and mature neighborhoods, parks and walking trails and proximity to shopping.

Are there other strategic opportunities in any of these areas?

These areas offer strategic opportunities for increasing access to affordable housing stock that is suitable for habituation through renovation.

MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

According to the Federal Communications Commission, high-speed Internet access, or broadband, is critical to economic opportunity, job creation, education and civic engagement. As a result, closing the digital divide between those who have access to cutting-edge communications services and those who do not, especially those of low-and moderate-income is essential.

According FCC datasets, only 1.4% of consumers in Flower Mound have access to one or fewer wired internet providers available at their address. Additionally, 93% of people living in Flower Mound have residential fiber service available to them. As a result, Flower Mound has been recognized as a Fiber Friendly Certified City by BroadbandNow. Flower Mound is also ranked as the 12th most connected city in Texas.

When looking at network tech across the Town, the most widespread physical wire broadband connection varieties are Cable (near 100% coverage) and DSL (93.52% coverage). Wired broadband isn't the only way to get Internet access in Flower Mound. Fixed wireless companies like NextLink can achieve 50 Mbps via wireless hardware. Viasat Internet offers the widest availability in Flower Mound. They are available for almost 100% of Flower Mound addresses.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

Choice in broadband Internet service helps to ensure that residents, especially those of low-and moderate-income, have access to affordable high-speed Internet service. This competition among providers serving a jurisdiction also ensures that rates and services are fair and responsive to resident's needs and demand.

Broadband competition is above-average in Flower Mound compared with other Texas cities, with an average of 4.5 providers available in each census block, according to FCC datasets. There are 22 internet providers in Flower Mound with 11 offering residential service.

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

According to the National Aeronautics and Space Administration (NASA), Texas is ranked first in the U.S. in the variety and frequency of natural disasters. At least one major disaster event is declared every year in the state of Texas. In the North Texas region, where Flower Mound is located, these natural hazard risks include tornados, hailstorms, flash flooding and thunderstorm winds. Additionally, extreme temperatures in the summer can create conditions that lead to severe droughts and widespread wildfires. The potential impacts of climate change may only exacerbate these events, especially for the North Texas region. By the middle of the century, the average summer temperature is expected to rise four degrees. This rise in temperature could lead to altered weather and precipitation patterns, a rise in severe storms, an increased risk of catastrophic flooding, an increase in electricity costs and ruined crops.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

Natural hazards become natural disasters when people's lives and livelihoods are destroyed. Human and material losses caused by natural disasters are a major obstacle to sustainable development. This impact can be especially felt by those of low- and moderate-income. According to the Substance Abuse and Mental Health Services Association, research findings suggest that not only are those of low- and moderate-income more vulnerable when faced with natural hazards, but they are more likely to suffer serious consequences, such as property damage, homelessness and physical/financial impacts. They simply have less available resources to combat the impacts of natural hazards.

For example, with an extended period of extreme heat, there is often high humidity. During that time, a body can be pushed beyond its limits. Young children, the elderly, those who are sick or overweight are more susceptible to extreme temperatures. As noted in the Needs Assessment, the elderly are often classified as low-to moderate-income and may not have the financial means to maintain their homes in a condition that mitigates the risk of extreme heat and other natural hazards. Furthermore, low- and moderate-income households oftentimes do not have the financial means to repair homes damaged by incidences such as hailstorms or flash flooding.

The Town of Flower Mound strives to inform and prepare the general public for multi-hazard mitigation. Information can be found on the Town's Emergency Management webpage, social media accounts, and through emergency alerts disseminated through the Town of Flower Mound Everbridge Notification System. This system enables the Town to provide residents with critical information related to emergency events such as severe weather, evacuations, inclement weather closings, etc. Residents can choose to receive time-sensitive messages to their home, cell or business phones; email addresses; text messages; and more. Residents may also utilize the "Everbridge ContactBridge" app to receive push notifications on their smart device.

Strategic Plan

SP-05 Overview

Strategic Plan Overview

The Strategic Plan section of the Town's 5-Year Consolidated Plan lays out the direction the Town intends to take in the distribution of its Community Development Block Grant (CDBG) funds for housing and community development activities, beginning October 1, 2020 through September 30, 2025. The strategies and goals set forth in the Strategic Plan are tailored to address the housing, community development, and public services needs of the Town, while satisfying HUD's required national objectives. They provide the framework for implementing the Town's 2020-2024 Consolidated Plan and subsequent annual Action Plans, by detailing the projects and activities to be undertaken.

According to HUD, "the Consolidated Plan is designed to be a collaborative process whereby a community establishes a unified vision for community development actions. It offers local jurisdictions the opportunity to shape the various housing and community development programs into effective, coordinated neighborhood and community development strategies. It also creates the opportunity for strategic planning and citizen participation to take place in a comprehensive context, and to reduce duplication of effort at the local level."

The strategies and goals listed in this section were determined through consultation with service providers as well as Town staff and consideration of resident feedback provided through a community survey that was conducted as part of the planning process.

SP-10 Geographic Priorities – 91.215 (a)(1)

Geographic Area

Table 47 - Geographic Priority Areas

1	**Area Name:**	Town of Flower Mound
	Area Type:	Townwide
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	The Town of Flower Mound.
	Include specific housing and commercial characteristics of this target area.	The Target area includes all of the Town of Flower Mound.
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	The Town has not designated any general target areas because low-to moderate-income individuals and families reside in many parts of the Town. Additionally, the Town has chosen to benefit the entire community instead of focusing on a small portion of residents.
	Identify the needs in this target area.	The two largest needs of the Town of Flower Mound are transportation services and preservation of the existing housing stock.
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	

General Allocation Priorities

Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA)

During the course of the five planning years from 2020 through 2024, the Town of Flower Mound intends to distribute CDBG funds throughout the Town based on a variety of factors, including level of need and the capacity to meet needs. Therefore, funds will be available Town-wide.

However, CDBG activity types may be located in specific geographic areas based on low/moderate income criteria established by HUD for area-wide benefit activities, which must have at least 33 percent concentration of low/moderate income population. Allowable locations for projects are determined based on the percentage of low-to moderate-income persons residing there. The majority of Flower Mound's HUD funds are used for direct benefit purposes that are available to low/moderate income residents who may live anywhere throughout the Town so geographic priorities do not apply.

SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

Table 48 – Priority Needs Summary

1	**Priority Need Name**	Public Service- Transportation
	Priority Level	High
	Population	Extremely Low Low Moderate Elderly Persons with Physical Disabilities Persons with Developmental Disabilities Non-housing Community Development
	Geographic Areas Affected	Town of Flower Mound
	Associated Goals	Transportation Services Planning and Administration
	Description	Subsidize Town-wide transit service for the Town's elderly who are 65 years and older and adults with severe disabilities who are 18 years and older. Flower Mound does not currently have public transportation. This is a Town-wide project to be carried out within the boundaries of the Town of Flower Mound, Denton County, Texas. The Town will contract with Special Programs for Aging Needs (SPAN) to provide the service. Flower Mound General Funds will be used to provide services for those riders who are not CDBG project participants.
	Basis for Relative Priority	The basis for this prioritization was feedback garnered from the Town's Citizen Survey, input from Town staff and the Town's Market Analysis and Needs Assessment.
2	**Priority Need Name**	Housing Rehabilitation
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly

	Geographic Areas Affected	Town of Flower Mound
	Associated Goals	Preserve Existing Housing Stock Planning and Administration
	Description	Housing rehabilitation of up to $60,000 for low/moderate income Flower Mound residents.
	Basis for Relative Priority	The basis for this prioritization was the need to preserve and maintain the Town's housing stock, especially in older neighborhoods, as well as feedback from the Town's Citizen Survey and the Needs Assessment.

Narrative (Optional)

The Town's housing priority is the Residential Rehabilitation Program for low-to moderate-income residents.

The Town's public service priority is Transportation Services for the Town's elderly and adults with disabilities.

SP-30 Influence of Market Conditions – 91.215 (b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	The Town does not anticipate funding TBRA in the near future.
TBRA for Non-Homeless Special Needs	The Town does not anticipate funding TBRA for non-homeless special needs in the near future.
New Unit Production	The Town does not anticipate funding new housing production.
Rehabilitation	The continued aging of the Town's housing stock and the growth of the Town's senior population are the primary reasons why the Town will continue to prioritize rehabilitation of existing homes.
Acquisition, including preservation	While the Town does not expect to be able to make acquisition a feasible endeavor in the near future, preservation of existing, affordable housing is a high priority for the Town, for the reasons listed above. The Town's residential Rehabilitation Program is the cornerstone of these preservation efforts.

Table 49 – Influence of Market Conditions

SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

Introduction

This section discusses the resources that will be used to meet the goals of the 2015-2019 Consolidated Plan.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	211,786	0	0	211,786	847,144	Funds will be put toward the Town-wide transportation program and the Residential Rehabilitation Program. The expected amount available for the remainder of the Con Plan is four times the Year 1 Annual Allocation.

Table 50 - Anticipated Resources

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

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

The Financial Services Division is the lead agency for the administration of CDBG funding. To effectively implement the Community Development Plan, funding for the Department comes from CDGB funds as well as the Town Council. The Town Council makes available an estimated $200,000 a year in General Fund dollars to fund agencies that are actively engaged in the provision of social services and cultural arts in Flower Mound.

In exchange for the funding, the agencies and organizations work toward the provision of social services to residents in need. The Town, along with the City of Lewisville, hosts a quarterly roundtable for those who provide services to Town residents as an outlet for collaboration and networking.

There are no matching requirements for CDBG funds.

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

The Town does not intend to use publicly owned land or property to fulfill the goals of the 2020-2024 Consolidated Plan.

Discussion

The Town will utilize its CDBG funding over the course of the Consolidated Planning period to fund the goals and objectives as outlined by this Plan.

SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
FLOWER MOUND	Government	Non-homeless special needs Neighborhood improvements Public services	Jurisdiction
SPAN, INC.	Non-profit organizations	Public services	Jurisdiction

Table 51 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The strengths in the delivery system include the level of coordination between the Town and its sub-recipients and other service providers as well as between the Town and Denton County. A strength of the Town's CDBG program is the Community Development Advisory Committee, comprised of Town staff from every department as well as the Town Manager and Deputy Town Manger/CFO. These individuals bring issues, opportunities and solutions to the table to facilitate the identification of services needed.

The Town is an active member on the Denton County Homeless Coalition. The Town sends a representative to the meetings to improve coordination and collaboration with the nonprofit service providers and the other cities on the Coalition that are located in Denton County. This collaboration improves the strength of the local and county-wide system. The Town of Flower Mound and the City of Lewisville also host quarterly social service agency roundtables to provide an opportunity for collaboration and networking.

The primary gap in the institutional delivery system is the limited CDBG entitlement funding for activities such as the rehabilitation of the Town's older housing stock. The other major gap is the 15% cap on public services. The public service cap limits the Town's ability to address all of the transportation needs of the Town's elderly and those with disabilities. As a result, some issues may not be addressed or may only be addressed on a limited basis.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	
Legal Assistance	X		
Mortgage Assistance	X		
Rental Assistance	X	X	X
Utilities Assistance	X		
Street Outreach Services			
Law Enforcement	X	X	
Mobile Clinics			
Other Street Outreach Services	X	X	
Supportive Services			
Alcohol & Drug Abuse	X	X	
Child Care	X		
Education	X		
Employment and Employment Training	X	X	
Healthcare	X		X
HIV/AIDS	X		
Life Skills	X	X	
Mental Health Counseling	X	X	
Transportation	X	X	
Other			

Table 52 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

The County-wide service delivery system aims to meet the needs of homeless and special needs populations through membership, participation, and coordination with the Denton County Homeless Coalition (DCHC). DCHC conducts monthly meetings and is attended by representatives from area cities, service providers, and faith-based groups. The meetings provide a forum for community collaboration, including coordinated access network, collective impact evaluation, shared data and case management infrastructure. Agencies that serve a wide variety of special needs in locations throughout the cities of Flower Mound, Lewisville and Denton regularly attend and participate. Finally, DCHC along with the

Town of Flower Mound coordinate an annual Point-in-Time homeless count in Denton County. Results are reported and shared in the area as well as with Texas Homeless Network.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

The ability of Flower Mound to rely on a variety of agencies to serve the Town's special needs and homeless populations is a strength. This network of organizations leverages the services each is able to provide within its limited resources, assuring that distinct needs are addressed.

The largest gap in meeting the needs of Flower Mound's special needs populations and persons who are homeless is lack of funding.

As for the gaps in services for families and special needs populations, the following issues require attention and will have to be addressed in time. With the aging of its population, Flower Mound is faced with an increased number of seniors requiring affordable housing. There are a limited number of affordable housing units available in Flower Mound that accommodate the physically impaired and which have convenient access to transportation and the necessary supportive services. An increased number of well distributed affordable housing units throughout the Town are needed to allow families and special needs populations to live in dignity and with independence. Addressing the housing needs of these populations is vital to preventing these individuals from possibly becoming homeless.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

The Town of Flower Mound is committed to encouraging increased cooperation and coordination among organizations within the region. The Town will continue to reach out to these organizations to ensure collaboration. The Town will continue its membership in the Denton County Homeless Coalition and will seek out additional opportunities for collaborative efforts to increase effective service delivery throughout the Town.

Additionally, at this time, the Town of Flower Mound plans to continue utilizing a portion of its General Fund to support local social service organizations that endeavor to provide assistance to the homeless and/or near homeless, such as Christian Community Action.

The Town also plans to supplement the work of various Town-funded social service agencies by promoting the preservation and maintenance of existing housing thorough its Residential Rehabilitation Program.

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Preserve Existing Housing Stock	2020	2024	Affordable Housing	Town of Flower Mound	Housing Rehabilitation	CDBG: $862,680	Homeowner Housing Rehabilitated: 15 Household Housing Unit
2	Transportation Services	2020	2024	Non-Homeless Special Needs	Town of Flower Mound	Public Service-Transportation	CDBG: $158,750	Public service activities other than Low/Moderate Income Housing Benefit: 125 Persons Assisted
3	Planning and Administration	2020	2024	Planning and Administration	Town of Flower Mound	Public Service-Transportation Housing Rehabilitation Minor Home Repair	CDBG: $37,500	Other: 1 Other

Table 53 – Goals Summary

Goal Descriptions

1	**Goal Name**	Preserve Existing Housing Stock
	Goal Description	Continue to fund the Town's Residential Rehabilitation Program to assist low-to moderate-income homeowners with repairs they would otherwise be unable to afford. This program is designed to expand the supply of decent, safe, sanitary and affordable housing, to correct health and safety hazards in deteriorated housing and to extend the useful life of existing housing units.

2	**Goal Name**	Transportation Services
	Goal Description	Continue to fund the Town's town-wide transit service for the Town's elderly who are 65 years and adults 18 years and older with severe disabilities. This is a Town-wide project to be carried out within the boundaries of the Town of Flower Mound, Denton County, Texas.
3	**Goal Name**	Planning and Administration
	Goal Description	Up to 20 percent of total CDBG grant expenditures will be used for planning and program administration.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

The Town anticipates approximately three families will be assisted each year through the Residential Rehabilitation Program funded through the Town’s CDBG grant.

SP-50 Public Housing Accessibility and Involvement – 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

The Town does not have any public housing units.

Activities to Increase Resident Involvements

Not applicable.

Is the public housing agency designated as troubled under 24 CFR part 902?

N/A

Plan to remove the 'troubled' designation

Not applicable.

SP-55 Barriers to affordable housing – 91.215(h)

Barriers to Affordable Housing

As part of the process of developing its Consolidated Plan, the Town updated its Analysis of Impediments to Fair Housing Choice. While the review did not reveal any overt barriers to fair housing choice, the analysis did reveal several areas that may lead to unanticipated barriers in the future. There is implicit recognition that:

- Even though no barriers to fair housing choice have been identified at this time, the Town recognizes that, in specific cases, zoning can create barriers. To guard against this, the Town has created a SMART Growth Commission to review development criteria and to ensure they do not occur in the future. In addition, the Fair Housing Committee will also review Town policies, zoning and ordinances, to further verify that impediments to fair housing are not occurring;
- As the Town population increases, the need for goods and services, as well as jobs and a balanced property and sales tax base will also increase;
- Town citizens may not have easy access to or knowledge of fair housing information and organizations; and,
- To effectively facilitate affordable housing, resources must be available and targeted to the specific need.

Finally the Town recognizes that like many other cities, a potential barrier to affordable housing development is always the Not-in-My-Backyard Syndrome (NIMBYism), which can be mitigated with education and outreach to residents.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

To address the identified issues and ensure that unanticipated barriers to affordable housing do not develop in the future, the Town will benefit by:

- The SMARTGrowth Commission continuing its periodic review of development criteria to help mitigate the ill effects of overcrowding and congestion, including overburdened infrastructure, facilities, and services.
- The Fair Housing Committee continuing its routine review of the Town's zoning and subdivision ordinances, building codes and impact fees; and when necessary, bringing any potential impediments to the attention of management and the Town Council.
- The Economic Development Division working closely with the Chamber of Commerce to provide business and retention development programs, with incentives for economic development. This will help to ensure an increase in the number of businesses that locate in Flower Mound, resulting in a more balanced tax base and increased local employment opportunities.

- The Financial Services Department continuing to foster partnerships with community agencies, established to provide the necessary resources for affordable housing. Services should be targeted to those areas where larger percentages of low- and moderate-income families reside, and to populations in need of services, such as the elderly, youth, and female head-of-households householders living below the poverty level with children.
- The Library Services Department ensuring that residents living in those Census Tracts with a high percentage of poverty-level incomes are made aware of job training and job search workshop opportunities at the Library.

SP-60 Homelessness Strategy – 91.215(d)

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

Flower Mound's strategy to address the needs of those experiencing homelessness and the needs of persons who are not homeless but require supportive help is to identify and partner with those community agencies that have resources to provide the necessary services, to maintain an awareness of the level of need, and to address specific needs as they are identified. As an example, the Town continues to allocate a portion of its General Funds to local service providers such as Christian Community Action, which provide services to these individuals.

Additionally, Town staff actively participates in the Denton County Homeless Coalition. The Coalition serves as a catalyst for coordinating available services and leveraging resources, which has proven to be an effective strategy for serving the homeless throughout the area. The Coalition uses the Homeless Management Information System (HMIS), which offers participant information to service providers. HMIS helps ensure Continuum of Care without gaps in service, as participants move from service provider to service provider. In addition, Coalition members work together to submit partnership grant proposals, designed to help ensure streamlined access to existing services to prevent and reduce homelessness. On a continuing basis, the Coalition inventories available resources and identifies gaps and priorities in available services.

Addressing the emergency and transitional housing needs of homeless persons

Flower Mound plans to continue participating in the Denton County Homeless Coalition during the next five years. The Coalition utilizes coordinated entry, which helps match any household experiencing homelessness with available and appropriate services in the County. These service providers offer a number of beds, including emergency and transitional housing options. These options range in length of stay from short-term to transitional housing options to meet the varying needs of homeless households. The Town also participates in the annual Point-in-Time Count that assesses the homeless environment in Denton County.

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

As mentioned above, Flower Mound plans to continue participating in the Denton County Homeless Coalition during the next five years. This network of providers serves as a catalyst for developing and

providing needed services to those individuals and families who are homeless or at risk of homelessness throughout the County.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

The Town participates in the Denton County Homeless Coalition, which continues its efforts to follow discharge plans through partnerships with local hospitals and other systems of care to help ensure that individuals are not discharged into homelessness. These efforts utilize resources within the County to place in-need persons with available service providers.

Additionally, the Town will serve as a referral source for individuals and families with children at imminent risk of becoming homeless. Town staff will identify and contact providers who offer the services needed by the individuals and families.

SP-65 Lead based paint Hazards – 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

For residents receiving assistance under the Town's Residential Rehabilitation Program where a lead based paint hazard is present, the Town complies with federal regulations when levels are greater than the minimum standards. To determine if a lead based paint hazard is present, houses built before 1978 are tested for the presence of lead by a certified technician. In the event lead based paint is present, the Town follows HUD guidelines in conjunction with the Town's program specifications to address the lead issues. All CDBG-funded projects will meet all applicable regulations related to lead-based paint. The Town also provides—and will continue to provide—information to all program applicants regarding the hazards of lead based paint during the Five-year Consolidated Planning cycle.

How are the actions listed above related to the extent of lead poisoning and hazards?

Testing of elevated blood levels in children suggests that lead based paint hazards in Flower Mound are relatively low: The Texas Department of Health's Childhood Lead Poisoning Prevention Program found very few Flower Mound children with elevated blood levels: of the approximately 2,969 tested in Denton County in 2018, just 40, or 1.35%, tested positive for elevated blood lead levels. Data is only available on a county-wide basis, not individual cities.

Based on the age of housing stock in Flower Mound, an estimated 859 residential units could have lead-based paint risks. These risks are mitigated through efforts to build awareness and continued availability of the Residential Rehabilitation Program, which requires testing of all homes built before 1978 for lead-based paint. In carrying out all activities under this Consolidated Plan over the next five years, the Town will:

- Ensure that all regulatory requirements regarding lead-based paint are met throughout any housing rehabilitation and repair activity performed by the Town on homes constructed prior to 1978, and
- Seek out and take advantage of opportunities to educate Town staff, public, customers, and contractors regarding the hazards of lead-based paint.

How are the actions listed above integrated into housing policies and procedures?

The Town of Flower Mound has fully integrated into all of its HUD-funded housing rehabilitation, repair, and construction program policies and procedures the requirements of HUD's Lead Safe Housing Rule under 24 CFR Part 35.

SP-70 Anti-Poverty Strategy – 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

Data from the 2018 American Community Survey 1-year Estimates show that, at 3.0%, Flower Mound's poverty level is well below the 7.6% throughout Denton County and the 14.9% throughout the State of Texas. Despite this, Flower Mound is committed to goals, programs, and policies that further reduce the Town's poverty level, including leveraging resources and serving as a referral source.

In an effort to leverage resources, Town staff will continue to liaison with various agencies, such as the Denton County Housing Authority, which offers rental assistance and self-sufficiency training; the Denton Workforce Center/Texas Workforce Commission, which offers training and supportive services leading to employment; and the Texas Department of Housing and Community Affairs and the Denton County Housing Finance Corp., which offer homebuyer assistance. The Town also annually allocates a portion of its General Fund dollars to nonprofit organizations that provide services to those in poverty and help families become self-sufficient. Finally, the Town will continue to participate in the Denton County Homeless Coalition, which serves as a catalyst for coordinating available services and leveraging resources, which has proven to be an effective strategy for providing services to those in poverty and helping them gain a higher level of self-sufficiency.

In regards to serving as a referral source, the Town plans to help ensure those citizens needing services are aware of available providers by maintaining established links to service providers on the Town website.

These actions will assist in reducing the number of poverty-level families by increasing employment opportunities and providing a referral network for those families seeking rental and other assistance.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

The Town's anti-poverty efforts complement its plans to preserve and improve existing affordable housing by providing additional stability and resources to low-income households. For example, the Town of Flower Mound provides a portion of its General Fund dollars every year to local nonprofit organizations that assist in helping alleviate poverty among those in our area. Services such as rental assistance and healthcare for uninsured residents help to reduce the effects of poverty and ensure that families can maintain financial stability and self-sufficiency.

SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The Town of Flower Mound continually monitors programs and projects to ensure compliance with all applicable laws and regulations.

Financial Services staff will administer financial monitoring for all projects, programs and activities funded by CDBG. They will ensure that all drawdowns are made after all ledgers and records have been reconciled and approved. Additionally, the financial operations and expenditures of the Town are audited on an annual basis by an independent accounting firm.

To ensure compliance with grant requirements, effectiveness in solving neighborhood and community problems, as well as adherence to the goals laid out in this Consolidated Plan, Town staff will conduct monitoring of all operational projects identified in its Plan. Technical assistance is will be provided on a continuing basis.

Additionally, under the Town's Residential Rehabilitation Program, Town staff will administer and continuously monitor all projects implemented under this Program. Projects requested by residents will be thoroughly evaluated for adherence to the program guidelines, including income eligibility. An environmental compliance checklist will be completed for each project and the potential repairs are assessed for eligibility during an on-site evaluation by staff

TOWN OF FLOWER MOUND

PROGRAM YEAR 2020

ANNUAL ACTION PLAN

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

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

This section discusses the resources that will be used in Year 1 to meet the goals of the 2020-2024 Consolidated Plan.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	211,786	0	0	211,786	847,144	Funds will be put toward the Town-wide transportation program and the Residential Rehabilitation Program. The expected amount available for the remainder of the Con Plan is four times the Year 1 Annual Allocation.

Table 1 - Expected Resources – Priority Table

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

The Town of Flower Mound will continue to look for opportunities to leverage federal funding, extending the ability of the federally funded programs to impact community needs. The Town's Financial Services Department is the lead agency for the implementation of the community development plan. Internally, the Department works in collaboration with all Town departments to deliver projects, services and other benefits to eligible clients. Externally, the Department works with clients and sub-recipients of the program.

In addition, The Town Council allocates a portion of the Town's General Fund dollars every year to fund agencies that are actively engaged in the provision of social services and cultural arts in Flower Mound.

There are no matching requirements for CDBG funds.

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

The Town does not intend to use publicly owned land or property to fulfill the goals of the 2020-2024 Consolidated Plan.

Discussion

Please see above.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Preserve Existing Housing Stock	2020	2024	Affordable Housing	Town of Flower Mound	Housing Rehabilitation	CDBG: $172,536	Homeowner Housing Rehabilitated: 3 Household Housing Unit
2	Transportation Services	2020	2024	Non-Homeless Special Needs	Town of Flower Mound	Public Service-Transportation	CDBG: $31,750	Public service activities other than Low/Moderate Income Housing Benefit: 25 Persons Assisted
3	Planning and Administration	2020	2024	Planning and Administration	Town of Flower Mound	Public Service-Transportation Housing Rehabilitation Minor Home Repair	CDBG: $7,500	Other: 1 Other

Table 2 – Goals Summary

Goal Descriptions

1	**Goal Name**	Preserve Existing Housing Stock
	Goal Description	The Town of Flower Mound will continue to fund its Residential Rehabilitation Program. This Program is designed to expand the supply of decent, safe, sanitary and affordable housing, to correct health and safety hazards in deteriorated housing and to extend the useful life of existing housing units for low-to moderate-income homeowners.
2	**Goal Name**	Transportation Services
	Goal Description	Continue to fund the Town's town-wide transit service for the Town's elderly who are 65 years and older and adults with severed disabilities who are 18 years and older. This is a Town-wide project to be carried out within the boundaries of the Town of Flower Mound, Denton County, Texas
3	**Goal Name**	Planning and Administration
	Goal Description	Up to 20 percent of total CDBG grant expenditures will be used for planning and administration activities to ensure that its Programs are carried out effectively.

Projects

AP-35 Projects – 91.220(d)

Introduction

This document serves as the Town of Flower Mound's 2020 Action Plan for the Community Development Block Grant (CDBG) Program. In accordance with 24 CFR Part 91.220 of Title I of the Housing and Community Development Act of 1974, as amended, the Town of Flower Mound is required to submit a One-Year Action Plan to the U.S. Department of Housing and Urban Development. The plan outlines the specific projects and services that will be funded during the 2020 program year to address Flower Mound's strategies stated in the 2020-2024 Consolidated Plan for Housing and Community Development. The following five-year goals were identified in the 2020-2024 Consolidated Plan:

- Preserve the Town's existing housing stock through the Residential Rehabilitation Program.
- Planning and Administration.
- Transportation services through a Town-wide program for age 65 or older and adults with disabilities.

This section details the projects proposed for the 2020-2021 program year.

Projects

#	Project Name
1	Residential Rehabilitation Program
2	Town-wide Transit
3	Planning and Administration

Table 3 – Project Information

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

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

- $172,536- Residential Rehabilitation Program
- $31,750- Town-wide transit service
- $7,500- Planning and Administration

AP-38 Project Summary

Project Summary Information

1	**Project Name**	Residential Rehabilitation Program
	Target Area	Town of Flower Mound
	Goals Supported	Preserve Existing Housing Stock
	Needs Addressed	Housing Rehabilitation
	Funding	CDBG: $172,536
	Description	Provide for substantial rehabilitation of owner-occupied housing. The goals of the Program are to expand the supply of decent, safe, sanitary and affordable housing, to correct health and safety hazards in deteriorated housing and to extend the useful life of existing housing units for low-to moderate-income residents.
	Target Date	9/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	The Town estimates to complete 3 units annually and will benefit low-to moderate-income households who financially qualify for the Program.
	Location Description	This activity will be carried out within the boundaries of the Town of Flower Mound. Specific locations are determined at the time of application submittal and qualification review by staff of the applicant.
	Planned Activities	Funding for owner-occupied unit home repair. The Program pays for repairs up to $60,000.
2	**Project Name**	Town-wide Transit
	Target Area	Town of Flower Mound
	Goals Supported	Transportation Services
	Needs Addressed	Public Service- Transportation
	Funding	CDBG: $31,750
	Description	Subsidize the cost in providing a Town-wide transit service for the Town's elderly who are 65 years or older and adults with severe disabilities that are 18 years or older. The Town will contract with Special Programs for Aging Needs to provide the service. Flower Mound General Funds will also be used as needed.
	Target Date	9/30/2021

	Estimate the number and type of families that will benefit from the proposed activities	Subsidize the increase in cost in Town-wide transit service for the number of Town's elderly who are 65 years or older and adults with severe disabilities who are 18 years or older. The Town will contract with Special Programs for Aging Needs to provide the service. Flower Mound General Funds will be used to provide services for those riders who are not CDBG project participants. The Town hopes to help at least 25 people per year.
	Location Description	This project will be undertaken within the boundaries of Denton County.
	Planned Activities	This Program will subsidize the cost of a Town-wide transit service for the Town's elderly who are 65 years or older and adults with severe disabilities who are 18 years or older. The Town will contract with Special Programs for Aging Needs to provide the service.
3	**Project Name**	Planning and Administration
	Target Area	Town of Flower Mound
	Goals Supported	Planning and Administration
	Needs Addressed	Public Service- Transportation Housing Rehabilitation
	Funding	CDBG: $7,500
	Description	Administration costs of the CDBG Program, including contract administration, publication of public notices, office equipment and supplies, planning, monitoring, and all other related expenses.
	Target Date	9/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Town Hall: 2121 Cross Timbers Road, Flower Mound, Texas 75028
	Planned Activities	This will fund the administration costs of the CDBG Program including: contract administration, developing an internal cost estimate for the rehabilitation projects, onsite progress inspections of the rehabilitation projects, planning, monitoring, and all other related expenses.

AP-50 Geographic Distribution – 91.220(f)

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

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

Geographic Distribution

Target Area	Percentage of Funds
Town of Flower Mound	100

Table 4 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

During the course of the plan year, the Town of Flower Mound does not intend to target a specific area of interest. Instead, funds will be utilized to provide programs that serve low-to moderate-income residents throughout the Town.

Discussion

Please see above.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

This section summarizes the affordable housing goals for the 2020 Action Plan. The Town of Flower Mound is proposing to use **81 percent** of its 2020 CDBG allocation to fund the rehabilitation of homes owned and occupied by low-to moderate-income households through the Residential Rehabilitation Program. A large portion of the households applying for funds have members who are elderly and/or have a disability.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	3
Special-Needs	0
Total	3

Table 5 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	3
Acquisition of Existing Units	0
Total	3

Table 6 - One Year Goals for Affordable Housing by Support Type

Discussion

The Town of Flower Mound is proposing to use **81 percent** of its annual CDBG allocation to fund the rehabilitation of low-to moderate-income owner-occupied houses. It is anticipated that three households will be served through the Residential Rehabilitation Program.

AP-60 Public Housing – 91.220(h)

Introduction

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

Actions planned during the next year to address the needs to public housing

N/A

Actions to encourage public housing residents to become more involved in management and participate in homeownership

N/A

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

N/A

Discussion

Please see above.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

This section describes the activities planned during the 2020-2021 program year to address the needs of people who are homeless and other non-homeless special needs.

The Town will not allocate funds this plan year to directly address the needs of the homeless. Instead, the Town's strategy to address the needs of the homeless and the needs of persons who are not homeless but require supportive help is to identify and partner with community agencies that have the resources to provide necessary services, to maintain an awareness of the level of need and to address specific needs as they are identified. Flower Mound has made substantial efforts to identify and locate the chronically homeless. In January 2020, the Denton County Homeless Coalition conducted a count of homeless persons throughout Denton County. However, no homeless were identified in Flower Mound during the count.

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

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

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

Outreach to persons experiencing homelessness is carried out through the Town's partners, such as Christian Community Action and Journey to Dream. Flower Mound allocates a portion of general funds each year to support Journey to Dream and its efforts to provide support to a growing population of homeless teens, including life skills training and access to community resources. Additionally, the organization runs Kyle's Place, which is a transitional living program for homeless and foster youth. Aside from giving teens a safe place to sleep and basic necessities, Kyle's Place offers programs and the support homeless youth need to get back on their feet and succeed. A portion of the Town's General Fund dollars also supports Christian Community Action and its efforts to prevent homelessness, including rental assistance, a food pantry and comprehensive case management.The Town also collaborates with the Denton County Homeless Coalition (DCHC). DCHC conducts monthly meetings and is attended by representatives from area cities, service providers and faith-based groups. The meetings provide a forum for problem solving, information sharing and referral services. Agencies that serve a wide variety of special needs in locations throughout the cities of Flower Mound, Lewisville and Denton

regularly attend and participate.

Addressing the emergency shelter and transitional housing needs of homeless persons

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

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

Flower Mound Staff will continue to participate in the Denton County Homeless Coalition over the next year. This network of providers serves as a catalyst for developing and providing needed services to those individuals and families who are homeless or at risk of homelessness in the Denton County. Through the use of coordinated entry, the DCHC uses locations within the County to assess the needs of homeless persons and families. This service will assess the current housing situations of the household and connect them with any available housing resources. These efforts help reduce the time the households experience homelessness, as well as prevent homelessness by linking households with services in an efficient manner for all service providers within the County. Barriers to achieving this would include a lack of funding sources available to the Coalition.

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

The Town will serve as a referral source for individuals and families with children at imminent risk of becoming homeless. Town staff will identify and contact providers who offer the services needed by the individuals and families. Additionally, the Denton County Homeless Coalition, of which the Town is a part, follows discharge plans through partnerships with local hospitals and other systems of care to help ensure that persons are not being discharged into homelessness. These efforts utilize existing resources

within the County to help connect those in need with available service providers.

Discussion

Please see above.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The Fair Housing Committee meets annually to review the Analysis of Impediments to Fair Housing Choice. This year, during its in-depth analysis and update of the AIFH as part of the Consolidated Planning process, no overt barriers to fair housing were identified in the analysis. However, the report did note that the Town will benefit from certain activities to help ensure that unanticipated barriers do not develop.

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

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

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

Discussion:

Please see above.

AP-85 Other Actions – 91.220(k)

Introduction:

This section reports additional efforts the Town will undertake during the 2020-2021 program year to address residents' housing and community development needs.

Actions planned to address obstacles to meeting underserved needs

Limited funding and resources to address the most complicated situations are the primary obstacles to meeting underserved needs in Flower Mound. The Town will allocate more than $200,000 in General Fund dollars to its social service partners to help meet the basic unmet needs of residents, including food, medical care, clothing and emergency housing assistance.

Actions planned to foster and maintain affordable housing

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

- Residential Rehabilitation Program - Based on citizen input and direction from Town Council, Flower Mound started a Residential Rehabilitation Program in 2013. The Program is designed to assist low- and moderate- income homeowners in Flower Mound with the rehabilitation of their single-family, owner-occupied houses. The Program will pay for the rehabilitation up to $60,000.
- Leveraging funds - The Town collaborates with the Denton County Homeless Coalition, the Denton Housing Authority, the Denton County Housing Finance Corporation and local lending agencies. This collaboration is dedicated to providing those services needed to increase the number of low-and moderate-income residents who become homeowners and to increase available rental assistance for Flower Mound residents.
- Affordable housing for the disabled and senior citizens – In 2006, the Town increased the exempted amount of appraised value of residence homesteads owned by those with disabilities and individuals 65 years of age or older to $100,000. For the most recent year, this increase affected about 4,082 property accounts. The Town also recently approved a 2.5% homestead exemption for all Flower Mound homeowners, which went into effect in 2019.
- Fostering a balanced tax base - The current ratio of assessed residential taxable values compared with assessed commercial taxable values is 74.39% residential to 22.89% commercial with the remaining land being undeveloped. The Town's Land Use Plan projects a build out percentage of assessed residential taxable value to assessed commercial taxable value that is 64% residential to 36% commercial.

During the next year, Town staff will continue working closely with the Chamber of Commerce to provide business and retention development programs with incentives for economic development. This

will help ensure an increase in the number of businesses locating to Flower Mound resulting in a more balanced tax base and increased local employment opportunities.

Actions planned to reduce lead-based paint hazards

The Town of Flower Mound's housing activity, the Residential Rehabilitation Program, is carried out through the Community Development Block Grant. The Town of Flower Mound has no housing activities that are carried out through programs such as HOME, the Emergency Shelter Grant or Housing Opportunities for Persons with AIDS.

In 2003, the Town formed a Lead-based Paint Task Force to determine what activities need to be undertaken to reduce any existing or potential lead-based paint hazards and ensure compliance with the Lead-based Paint Hazard Reduction Act of September 15, 2000. During the year, the Task Force (a) researched and analyzed Flower Mound's ordinances, laws, regulations, public policies, practices, procedures, records and reports for any references to lead-based paint; (b) identified the locations of the 859 houses in Flower Mound built before 1978; and (c) obtained and developed educational materials about the dangers of lead-based paint. These materials were made available for public access at Town Hall and posted on the Town's website.

Based on Task Force recommendations, the Town's Environmental Services Department was identified as Flower Mound's point of contact for lead-based paint issues. This Department will continue to maintain and update the supply of educational materials available at Town Hall, as well as information on the Town website. For the Residential Rehabilitation Program, occupants of units constructed prior to 1978 will receive proper notification of Lead-Based Paint (LBP) hazards and all projects will be subject to implementation of the Federal Lead-Based Paint Regulations in accordance with the most recently published CDBG grant management manual chapter on Lead-Based Paint.

Actions planned to reduce the number of poverty-level families

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

- Economic development – Data from the 2018 American Community Survey 1-year Estimates show that, at 3.0%, Flower Mound's poverty level is well below the 7.6% throughout Denton County and the 14.9% throughout the State of Texas. Additionally, according to 2018 ACS 5-Year Estimates, the Town's unemployment rate of 3.7% is lower than Denton County's rate of 4.2%, the State's 5.4% rate, and the Nation's rate of 5.9%. Flower Mound's lower rates can be attributed to the Town's proximity to numerous major employers and educational institutions throughout the Dallas-Fort Worth area. Despite this, Flower Mound is committed to goals, programs, and policies that further reduce the Town's poverty level, including leveraging resources and serving as a referral source. Additionally, it should be noted that within Town

limits, only 22.89% of the tax base is commercial. While Flower Mound's property, county and school taxes are among the lowest in the surrounding area, 74.39% of the Town's tax base is comprised of residential development, placing a disproportionate tax burden on homeowners. Community efforts during the past few years have resulted in an increase in commercial properties in Flower Mound. During the next year, Town staff will continue to work closely with the Chamber of Commerce to provide business and retention development programs with incentives for economic development.

- Tax exemptions for senior citizens and those with disabilities - In 2019, the Town maintained the exempted amount of the appraised value of residence homesteads of those with disabilities and individuals 65 years of age or older at $100,000. This affected about 4,082 property accounts. During the next year, the Town's goal is to maintain the exemption. The Town also recently approved a 2.5% homestead exemption for all Flower Mound homeowners, which went into effect in 2019.
- Leveraging resources - Town staff will continue to liaison with community agencies established to provide the necessary resources for affordable housing and other needed services. These include the Denton Housing Authority, which offers rental assistance and self-sufficiency training; the Denton Workforce Center/Texas Workforce Commission, which offers training and supportive services leading to employment; the Texas Department of Housing and Community Affairs; and the Denton County Housing Finance Corp., which offers homebuyer assistance. In addition, the Town will continue to participate in the Denton County Homeless Coalition.
- Serving as a referral source - To help ensure residents who need services are aware of available providers, Town staff will maintain established links to service providers on the Town website. In addition, the Town will continue to post information about available job training and job search workshop opportunities on the Town's website, at the library, and on the Town's cable television station.

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

Actions planned to develop institutional structure

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

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

During the next year, Flower Mound will continue to share information and leverage funds with area public and private housing, health, and social service agencies. This will help to ensure that access to needed services is available. Town staff will continue to liaison with the Denton County Housing Authority, the Denton County Housing Finance Corporation and area lenders. Town staff will serve as a referral source to families with low- and moderate- incomes to assist them in obtaining rental assistance or below-market interest rate mortgage loans and down payment assistance through local lenders. Additionally, the Town will continue to maintain the links to housing rights, access groups, and other service providers on the Flower Mound website. Town staff will continue to participate in the Denton County Homeless Coalition. This organization includes a network of public and private housing, health, and social service representatives throughout Denton County. Agencies within the Coalition also apply for and receive grants to serve Denton County's homeless and near-homeless population. In addition, Town staff will continue to attend and participate in HUD-sponsored activities, which are informative and offer a ready network of Community Development Block Grant representatives and advisors.

Discussion:

Please see above.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

The Town expects to receive no program income during PY 2020 and will expend all of its PY 2020 funds directly on low- to moderate-income individuals, with the exception of funds put toward Planning and Administration. The Town will ensure that **100 percent** of the housing rehabilitation and public service allocations will be for low-to-moderate-income individuals.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	96.45%

TOWN OF FLOWER MOUND, TEXAS
COMMUNITY DEVELOPMENT BLOCK GRANT
CITIZEN PARTICIPATION PLAN

This plan sets forth the Town of Flower Mound's policies and procedures for citizen participation in the development of Community Development Block Grants (CDBG) awarded by the U. S. Department of Housing and Urban Development (HUD), as required at 24 Code of Federal Regulations (CFR) 91.105. It provides for and encourages the citizens of Flower Mound to participate in the development of the Consolidated Plan, any substantial amendments to the Consolidated Plan, and the annual action plan and performance report. These requirements are designed especially to encourage participation by low- and moderate- income persons, particularly those living in areas where CDBG funds are proposed to be used, and by residents of predominantly low- and moderate- income neighborhoods. The Town of Flower Mound (the Town) will take whatever actions are appropriate to encourage the participation of all its citizens, including minorities and non-English speaking persons, as well as persons with disabilities.

The Town will encourage, in conjunction with consultation with public housing authorities, the participation of residents of public and assisted housing developments, in the process of developing and implementing the Consolidated Plan, along with other low-income residents of targeted revitalization areas in which the developments are located. The Town will make every effort to provide information to the housing agency about Consolidated Plan activities related to its developments and surrounding communities so that the housing agency can make this information available at the annual public hearing required under the HUD Comprehensive Grant program.

The Town will provide its citizens with a reasonable opportunity to comment on this original Citizen Participation Plan and on substantial amendments to the Citizen Participation Plan, and will make the Citizen Participation Plan public. During the 30 business day comment period, a copy of the proposed plan will be placed on the Town web page, at www.flower-mound.com, at the Town Library, 3030 Broadmoor Lane, and at Town Hall, 2121 Cross Timbers Road. After the initial comment period, the final Citizen Participation Plan will be housed at the Town Hall. Any substantial amendments to the Citizen Participation Plan will be addressed as described in Section B below. The plan will be provided in a format accessible to persons with disabilities, upon request.

A. DEVELOPMENT OF THE CONSOLIDATED PLAN: Before the Town of Flower Mound adopts a Consolidated Plan, the Town will make available to citizens, public agencies, and other interested parties information that includes the amount of assistance the jurisdiction expects to receive (including grant funds and program income) and the range of activities that may be undertaken, including the estimated amount that will benefit persons of low- and moderate-income. It is assumed that no activities will result in involuntary displacement of persons. However, should such displacement occur, the Town of Flower Mound will follow the

procedures described in the Town's Residential Anti-Displacement and Relocation Assistance Plan.

To ensure that interested groups, agencies, organizations, and individuals are involved in the development of the Consolidated Plan, public notices will be published in the newspaper and on the Town web page. Signs announcing the public hearings will be posted at public buildings and facilities. In addition, a copy of the proposed Consolidated Plan will be housed at the Town Library and at the Town Hall. Copies of the proposed plan will be provided to citizens and groups who request it.

The Town will provide a period of not less than 30 business days to receive comments from citizens on the Consolidated Plan. The Town will consider any comments or views of citizens received in writing, or orally at the public hearings, in preparing the final Consolidated Plan. A summary of these comments or views, and a summary of any comments or views not accepted and the reasons therefor, will be attached to the final Consolidated Plan.

B. AMENDMENTS: The Town will amend its approved plan whenever it makes one of the following decisions:

1. To make a change in its allocation priorities or a change in the method of distribution of funds;
2. To carry out an activity, using funds from any program covered by the Consolidated Plan (including program income), not previously described in the Action Plan; or
3. To change the purpose, scope, location, or beneficiaries of an activity.

Substantial amendments will be subject to a citizen participation process. A substantial amendment is one in which: (1) a change greater than 25% of the amount of total funds allocated is anticipated among allocation priorities; (2) an activity not previously described in the action plan is expected to be carried out; (3) a change greater than 25% in the use of CDBG funds from one eligible activity to another is anticipated; or (4) any event in which the purpose, scope, location or beneficiaries of an activity are changed.

Reasonable notice and opportunity to comment will be given by placing a copy of the proposed substantial amendment on the Town web page, at the Town Library, and at the Town Hall. Citizens will be provided with not less than 30 days notice and an opportunity to provide comments on substantial amendments. The Town will consider any comments or views of citizens received in writing, or orally at any public hearings in preparing the substantial amendment of the Consolidated Plan. A summary of these comments or views, and a summary of any comments or views not accepted and the reasons therefore, will be attached to the substantial amendment of the Consolidated Plan. Upon completion, the Town will make the amendment public and will notify HUD that an amendment has been made. The Town will submit a copy of each amendment to HUD as it occurs. Letters transmitting copies of amendments will be signed by the Mayor of Flower Mound.

Disaster/Emergency Events That May Require Expedited Substantial Amendments
The Town of Flower Mound may need to amend its Consolidated Plan or Action Plans in the event of a declared disaster or emergency. There are three types of disasters or emergency events that may need an expedited substantial amendment process, including:

1. Man-Made Disasters: Chemical spills, mass rioting, power outages, plant explosions, etc.
2. Natural Disasters: Flooding, tornadoes, earthquakes, and public health issues, including wide-spread disease, such as the coronavirus pandemic (COVID-19).
3. Terrorism: bomb threats, biochemical attacks, etc.

Substantial amendments in the event of a declared disaster or emergency may include funding new activities and/or reprograming funds, including canceling activities to meet urgent community needs. Therefore, the Town of Flower Mound may utilize CDBG funds to meet these community needs with an amended public comment period as allowed by law instead of a 30-day public comment period, which is normally required for substantial amendments.

In the event that the Town of Flower Mound is closed to the public or has declared an emergency, or national/local health authorities recommend social distancing and limiting public gatherings for public health reasons, the following public participation will be modified as allowed by law.

1. Virtual public meetings/hearings may be used in place of in-person public meetings/hearings.
2. Real-time responses and accommodations for persons with disabilities and/or limited English proficiency will be made when possible.
3. Public review of the Consolidated Plan or Action Plans will be limited to an online review on the Town's website.
4. Public comments will be accepted by email, phone, fax and during a virtual public hearing.

C. PERFORMANCE REPORTS: The Town will provide citizens with not less than 15 days notice and an opportunity to comment on performance reports. A copy of the performance report will be placed on the Town web page, at the Town Library, and at the Town Hall**.** The Town will consider any comments or views of citizens received in writing, or orally at any public hearings in preparing the performance report. A summary of these comments or views will be attached to the performance report. The letter transmitting the performance report will be signed by the Mayor of Flower Mound.

D. PUBLIC HEARINGS: To obtain the views of citizens on housing and community development needs, including priority non-housing community development needs, at least one public hearing will be held during the development of the Consolidated Plan. At least one additional public hearing will be held each year to obtain citizens' views and to respond to proposals and questions. Together, the hearings will address housing and community development needs, development of proposed activities, and review of program performance. The hearings will

be held at times and locations convenient to potential and actual beneficiaries, and with accommodation for persons with disabilities. Public notices will be published in the newspaper and on the Town web page. Signs will be posted at public buildings and facilities. The needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate. Citizens will be given at least ten days advance notice of each of the hearings.

E. MEETINGS: Citizens will be provided with reasonable and timely access to local meetings. Public notices will be published in the newspaper and on the Town web page. Signs announcing the meeting will be posted at public buildings and facilities.

F. AVAILABILITY TO THE PUBLIC: The Consolidated Plan, as adopted, substantial amendments, and the performance report will be available to the public, including the availability of materials in a form accessible to persons with disabilities, upon request**.** These documents will be housed at the Town Hall.

G. ACCESS TO RECORDS: As required under the Texas Public Information Act, the Town will provide citizens, public agencies, and other interested parties with reasonable and timely access to information and records relating to the jurisdiction's Consolidated Plan and the jurisdiction's use of assistance under the programs covered by this part during the preceding five years. Requests must be submitted in writing to the Town Secretary's Office, Attn: Ginger Choate, Records Management, 2121 Cross Timbers Road, Flower Mound, TX 75028, or by e-mail to ginger.choate@flower-mound.com .

H. TECHNICAL ASSISTANCE: The Town will provide technical assistance to groups representative of persons of low- and moderate-income that request such assistance in developing proposals for funding assistance under any of the programs covered by the consolidated plan, with the level and type of assistance determined by the Town. This assistance does not include the provision of funds to the groups.

I. COMPLAINTS: Complaints related to the Consolidated Plan, amendments, and performance report should be sent in writing to the Town of Flower Mound, Grants and Financial Analyst, 2121 Cross Timbers Road, Flower Mound TX 75028, or by e-mail to Brittni.Barnett@flower-mound.com. The Town will provide a timely, substantive, written response to every written citizen complaint within 15 working days, where practicable. A log containing the dates complaints were received and addressed will be maintained at Town Hall.

J. USE AND JURISDICTION RESPONSIBILITY OF THE CITIZEN PARTICIPATION PLAN: While the Town will follow its citizen participation plan; the requirements for citizen participation do not restrict the responsibility or authority of the Town for the development and execution of its Consolidated Plan.

TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: August 17, 2020

FROM: Chuck Jennings, Parks and Recreation Director

ITEM: **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.**

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

Town representatives met with Laura Joy, Mobility Manager and Kristine Herrera, Program Operations Manager in June to discuss the upcoming contract renewal period and the §5310 (Enhanced Mobility for Seniors and People with Disabilities) grant funding. Ms. Joy presented staff with the new one-way rate breakdown and indicated that there was a slight increase due to increased personnel costs.

Breakdown of the one-way trip rate:

Overall Rate:	$36.94 per one-way trip
Less Maintenance Expense Rate:	($4.43) per one-way trip
Less Passenger Fares:	($5.00) per one-way trip
Operations Rate charged to the Town:	$27.51 per one-way trip

Due to COVID-19, ridership has decreased over the previous contract period and has averaged 144 one-way trips per month this fiscal year. Through June 2020, SPAN has provided 1,442 one-way rides to over 38 different residents. If the Town averaged the same number of one-way trips per month as last year (202) this would equal 2,424 annual trips. Utilizing the rate of $27.51 (Town portion) the annual cost would equal $66,684.24 which would be over the $51,278.64 not-to-exceed amount. However, the §5310 grant will provide additional funding in the amount of $55,155.68 over the fiscal year. This will allow SPAN to provide an additional 168 one-way rides per month with funding being pulled directly from the grant program.

The §5310 grant funding will enable the Town to increase the maximum number of one-way rides from 155 to 323 per month. These additional grant funds will help cover any additional costs associated with increased ridership and will allow the Town to continue offering unlimited trips to employment and support programs for special need residents.

BOARD REVIEW/CITIZEN FEEDBACK: Over the last several years, SPAN and the Town have received the following comments from users of the program: offer lower passenger fares and expand the service area for medical appointments to include the city of Denton.

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

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

FISCAL IMPACT: $51,278.64 (Not-To-Exceed Amount)

Proposed Expenditure:	Account Number(s):
$31,750.00	361-720-97820-5110
$19,528.64	100-630-34300-5110

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

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

ATTACHMENTS:
1. Service Agreement for Demand Response Transit Service
2. Independent Audit of SPAN's Financial Report for FY 2019
3. SPAN budget report
4. SPAN Transportation Proposal

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

Attachment 1

STATE OF TEXAS §

COUNTY OF DENTON §

SERVICE AGREEMENT FOR DEMAND RESPONSE TRANSIT SERVICE

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

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

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

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

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

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

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

1. Recitals

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

2. Scope of Services

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

3. SPAN Operations

a. SPAN shall provide all equipment, facilities, qualified employees, training, and insurance necessary to establish a Demand Response Transit Service for the TOWN's Eligible Riders. SPAN shall further establish, operate, and maintain an accounting system for this program that will allow for a tracking of services provided to Eligible Riders and a review of the financial status of the program. SPAN shall also track and break down the information regarding the number of one-way trips it provides to Eligible Riders.

b. The TOWN shall have the right to review the activities and financial records kept incident to the services provided to the TOWN's Eligible Riders by SPAN. In addition, SPAN shall provide monthly ridership information to the Director of Parks and Recreation or his/her designee specifically identifying the number of Eligible Rider trips including rider origination, destination, and purpose.

c. SPAN will be responsible for verifying and documenting the eligibility of riders. SPAN reserves the right to determine on an individual basis whether SPAN has the capability to safely transport a passenger. In the event that safety is compromised, SPAN may decline transportation for this person and must document the reason why service was declined.

d. SPAN will inform riders that their trips to the doctor or dentist's office, hospital, drug store or other location may qualify as a Medicaid eligible trip. SPAN will direct potential Medicaid eligible riders to call Texas Health and Human Services toll free at 1-877-633-8747 (TTY: 1-800-735-2989) or 1-877-MED-TRIP on Monday through Friday between

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

4. Payment

a. TOWN agrees to pay a reasonable fee for Demand Response Transit Service provided to Eligible Riders, together with Federal grant funds under the §5310 Enhanced Mobility for Seniors and People with Disabilities Program. Such fee to Town for fiscal year October 1, 2020, through September 30, 2021, will be a cumulative amount not to exceed Fifty-One Thousand Two Hundred Seventy-Eight Dollars and Sixty-Four Cents ($51,278.64) for up to a total of One Thousand Eight Hundred and Sixty-Four (1,864) one-way trips for Eligible Riders, invoiced to TOWN on a monthly basis at a price per one-way trip of Twenty-Seven Dollars and Fifty-One Cents ($27.51). Eligible Riders shall pay SPAN a price per one-way trip of Five Dollars ($5.00) to be collected by SPAN at the time of such trip.

b. The number of one-way trips is one hundred and fifty-five (155) trips per month at a price of Twenty-Seven Dollars and Fifty-One Cents ($27.51) per one-way trip payable by the Town. SPAN will produce monthly trip reports to help monitor usage and will work with the Town to implement limitations as needed to ensure that funding is sufficient for the entire length of this contract. The Town will limit and/or suspend non-medical trip purposes as needed when funding is insufficient and will give SPAN the authority to not accept new riders for those trip purposes until appropriate funding is available.

c. If fewer than one hundred and fifty-five (155) one-way trips are used in any given month the unused one-way trips from that month will accrue and be available for use during the immediately following month. If unused during the immediately following month, the accrued trips shall continue to roll forward on a monthly basis until the conclusion of the Term of this Agreement.

d. It is expressly understood and agreed that in no event under the terms of this Agreement will the total compensation to be paid hereunder exceed Fifty-One Thousand Two Hundred Seventy-Eight Dollars and Sixty-Four Cents ($51,278.64) for all services rendered.

e. It is further understood and agreed that the service provided hereunder shall be secondary to and not in lieu of or as a substitute for transportation services available through or funded by Medicare and/or Medicaid or any other program, insurance or provider.

f. If an otherwise Eligible Rider contacts SPAN for service and the Eligible Rider's trip does not qualify for payment by the Town under this Agreement and/or there are no remaining trips or funding available under this Agreement for such trip, SPAN may offer its service to an otherwise Eligible Rider at the total cost of Thirty-Two Dollars and Fifty-One Cents ($32.51) per one-way trip within the Demand Response Transit Service area to be collected by SPAN at the time of such trip.

g. Utilizing the available §5310 grant funds, SPAN shall provide up to one hundred sixty-eight (168) one-way trips per month to Eligible Riders using such funds. If fewer than one hundred sixty-eight trips are used in any given month the unused one-way trips from that month will accrue and be available for use during subsequent months of this Agreement.

5. Indemnification

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

6. Insurance

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

a. Comprehensive General (Public) Liability Insurance or its equivalent including minimum coverage limits of $1,000,000 per occurrence combined single limit for bodily injury and property damage.

b. Automobile Liability Insurance including minimum coverage limits of $1,000,000 per combined single limit for bodily injury and property damage.

c. On all insurance required, SPAN shall require insurance providers to:

    1) Name the TOWN, and its officials, officers and employees, as additional insureds; and,
    2) Provide thirty (30) days written notice to TOWN of any material change to or cancellation of the insurance.

7. Assignment and Delegation

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

8. Severability

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

9. Mediation

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

10. Term of Agreement

The term of this Agreement shall be from October 1, 2020 through September 30, 2021. Either party may modify this Agreement by submitting, in writing, the proposed amendment to be considered and executed by both parties. This Agreement may be terminated with or without cause by either party by giving thirty (30) days written notice to the other party of their intent to terminate the Agreement. In the event the Town terminates without cause, SPAN shall be entitled to receive just and equitable compensation for any satisfactory work completed in accordance with this Agreement and prior to the termination. This Agreement shall automatically terminate upon the exhaustion of the three thousand eight hundred seventy-six (3,876) one-way trips provided for by this Agreement or the payment of Fifty-One Thousand Two Hundred Seventy-Eight Dollars and Sixty-Four Cents ($51,278.64) by Town to SPAN and the provision of all trips funded by the §5310 grant.

11. U.S. Department of Housing and Urban Development Community Development Block Grant Funds

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

12. Applicable Law/Venue

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

13. Attorney's Fees and Costs

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

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

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

IN WITNESS WHEREOF the Town of Flower Mound and SPAN, Inc. have executed this Agreement on this the **17th** day of **August** 2020.

SPAN, INC:

_____

Michelle McMahon, Executive Director

TOWN OF FLOWER MOUND:

_____

Steve Dixon, Mayor

SPAN Transit is the contracted service provider for residents of the Town of Flower Mound that are 65 years or older and/or with a professionally verified disability.

Transportation services may be used for the limited purposes of medical treatments, doctor's and dentist's appointments, shopping for necessities, travel to and from places of employment, to support programs for persons with special needs, and participation in the Flower Mound Seniors In Motion senior citizen program.

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

Information in these policies and procedures includes the following:

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

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

I. Description of SPAN Transit Services in The Lake Cities

Service is provided to individuals residing in the Town of Flower Mound to locations in Flower Mound, Lewisville and Highland Village.

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

Assistance includes:

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

Assistance DOES NOT include:

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

SPAN IS NOT AN EMERGENCY MEDICAL TRANSPORTATION SERVICE.

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

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

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

II. APPLICATION

In order to use Span Denton County, passengers must complete and submit an application. Applications can be obtained on the SPAN website at: www.span-transit.org under the "How to Ride" tab, or applications can be obtained by calling the Span Dispatch Office at (940) 382-1900.

Upon receipt of completed applications, please allow a maximum of 21 days to process applications. Span will begin processing properly completed applications immediately upon receipt. Only completed, signed applications will be considered for review. Once the application is fully completed, the signed original should be dropped off, mailed or faxed to:

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

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

III. DISABILITY CERTIFICATION

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

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

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

Notice of Eligibility Determination
An applicant that is determined to be eligible for reduced-fare service due to disability will be mailed (to the address printed on the application) documentation of eligibility. The document will include the name of the eligible individual, the phone number of the Span dispatch office, an expiration date for eligibility, and any conditions or limitation on the individual's eligibility including the use of a personal care attendant. If the determination is that the person is not eligible, the written notification will state the specific reason(s) for the finding. All applicants have the right to appeal the initial determination of eligibility (see *Grievance and Appeal Procedures*).Span employees and Span Board of Directors will strive to maintain an accommodation process that is cooperative rather than adversarial in nature, attempt to fulfill disability eligibility requests when possible and will document any and all attempts at reasonable accommodations.

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

Accessible Materials for Blind or Low Vision Riders:
Individuals with a visual impairment may request Accessible Materials such as large print, braille, audiotape, and electronic files usable with text-to-speech technology (also known as screen reader technology). Requests for Accessibility Materials may be made to the Span Mobility Manager. Span Mobility Manager will work with individuals who request information to determine the most appropriate alternative formats.

Alternatives to Audio Communications: For individuals who are deaf or hard of hearing, or who have speech impairments, Span is able to provide accessible information such as “711” relay service or other relay services. Visual aids may also be provided upon request. Requests can be made to the Span Mobility Manager.

Reasonable Modification
Span shall make reasonable modifications in policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability or to provide program accessibility to services, subject to federal limitations. Span Mobility Manager will work with Riders requesting Reasonable Modifications and follow up on Reasonable Modification requests within two weeks of request date.

In order to make a Reasonable Modification request, individuals must follow the guidelines below:

a. Individuals requesting modifications will need to describe what they need in order to use the service.

b. Whenever feasible, requests for modifications shall be made and determined in advance, before Span is expected to provide the modified service. Modification Requests should be made during the application process.

c. Where a request for modification cannot practicably be made and determined in advance, operating personnel of the entity shall make a determination of whether the modification should be provided at the time of the request.

Operating personnel may consult with the entity’s management before making a determination to grant or deny the request.

IV. HOW TO SCHEDULE A TRIP

Trip Requests

1. Requests for service can be made from 8:00 AM until 2:00 PM, Monday through Friday by calling (940)-382-1900 or Metro (940)-243-8556.
2. At the time of scheduling your reservation you will need to provide Span with your name, addresses of the pick-up/drop off points and the pick-up/drop off times. Please note that all schedule requests can be made as early as 14 days prior or as late as 1 day prior to the day of service.
3. Same day call-ins, including unscheduled requests or will-calls for return trips, will not be accepted. Bus drivers are not able to make unscheduled stops while in-route.

Scheduling

1. Span Denton County is a shared ride, public transportation service. As such, we will attempt to schedule your pick-up time as close to your requested time as possible. Once our schedule is completed the day before your trip, **you must call us between 5:00 p.m. and 5:30 p.m. the day before your trip to obtain your scheduled pick-up time.** If the scheduled time is not acceptable to you, you may cancel your trip. (The trip must be

cancelled by the day before in order to avoid a “late cancellation” or “no show” penalty. See *Failure to Meet the Bus*)

2. Because of traffic and other issues beyond our control, please note the vehicle may arrive **up to 15 minutes before or after** your scheduled pick-up time (“30-minute ready time window”). Once the bus has arrived, the driver **will not wait more than 5 minutes** for the scheduled passenger to board the bus.
3. Whenever possible, Span Denton County will attempt to notify all passengers that the vehicle will be early or late (beyond the 30-minute window). This will allow the passenger time to make arrangements if the vehicle is unavoidably detained. If Span Denton County does not have a telephone on record or if the number has been changed, we will not be able to notify the passenger of the change in pick-up time. It is the responsibility of the passenger to provide accurate and up-to-date contact information to Span. Please make sure that we have a current telephone number and address on file.
4. Only trips with scheduled pick-up times will be entered on the daily schedules.

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

V. Span DENTON COUNTY FARES

Fare for Span Denton County is established by the Span Board of Directors. The current fares are as follows:

- Flower Mound Trip Fare: $5.00 per one way trip

**may require verification of age*

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

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

Span Administrative Office
1800 Malone

Denton, TX 76201

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

VI. AIDES, COMPANIONS AND ANIMALS

Aides
An aide is a social services attendant or personal care assistant required to travel with a passenger. Aides ride for free; the aide must be picked up and dropped off at the same address as the passenger. Aides will need to be placed onto the schedule and the need for an aide must be indicated on the certification form in order for the aide to ride for free.

Span may require a passenger to supply their own aide. Span does not provide aides. Generally the following conditions warrant an aide:

- Violent behavior
- Behavior deemed as seriously disruptive
- Illegal conduct
- Posing a direct threat to the health or safety of others
- Children under 15 years of age
- Others as reasonably determined by Span's Transportation Manager

Companions
A companion is anyone *other than an aide* who travels with a disability-certified passenger. Companions may accompany such passengers on a trip. A companion will be charged a fare comparable to the passenger. A companion must be picked up and dropped off at the same address as the passenger. An aide does not count as the one companion. Additional companions may accompany a passenger if space on the vehicle permits. Companions must be scheduled at the same time you call in to schedule your trip.

Animals
Guide dogs and other service animals are permitted on Span vehicles and allowed to accompany passengers. Other small animals are also allowed, but must be contained in an approved pet travel kennel and must be restrained in the kennel throughout the trip. When scheduling a trip, passengers must indicate that an animal will be accompanying the passenger.

Per FTA guidelines, a service animal is: [A]ny guide dog, signal dog, or other animal individually trained to work or perform tasks for an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items.

VII. WAIT TIME, NO SHOWS AND TRIP CANCELLATION

Bus drivers will utilize the following guidelines concerning a person's failure to meet the Span vehicle.

Wait Time
Span bus drivers will not wait longer than five (5) minutes from the arrival time for passengers to board the vehicle. If the vehicle arrives within the 30-minute ready window (15 minutes before to 15 minutes after the scheduled pick-up time), the passenger must board the vehicle within five minutes of arrival time. Passengers or their associates may not ask the bus driver to delay this five-minute interval under any circumstances; this is to assure the timely pick-up and transportation of all Span passengers.
No Show
Failure to meet the vehicle within five minutes from the time of arrival will constitute a no-show. Also if a passenger fails to cancel their trip within 3 hours before the pick-up time it will also be considered a no-show. A passenger is allowed 2 no-shows per calendar month without penalty.
Late Cancellation
If a passenger cancels their trip on the day of service but does so **more than 3** hours before the pick-up time it will be considered a late cancellation. A passenger is allowed 4 late cancellations per calendar month without penalty.

Penalties

- Three (3) no-shows in a 30 day period will result in the suspension of services for 1 month. If the problem continues service can be suspended indefinitely.
- Five (5) Late Cancellations in a 30 day period will result in the suspension of services for 1 month. If the problem continues service can be suspended indefinitely.

- In addition, Span may impose reasonable penalties for any passenger that develops a pattern or practice of missing scheduled trips.

- Subscription riders that face penalties may lose their subscription slot.

VIII. MOBILITY DEVICES

Span vehicles, in compliance with the ADA and the Federal Code of Regulations, are designed to carry passengers utilizing wheelchairs. A wheelchair is defined as a mobility aid belonging to any class of three or more-wheeled devices, usable indoors, designed for and used by individuals with mobility impairments, whether operated manually or powered.

Span reserves the right to deny service if mobility device is unable to fit on vehicle. Please see Addendum X for mobility device sizes that are able to fit on Span vehicles.

IX. SEATBELTS AND RESTRAINTS

Span provides seatbelts for all passengers. Agency policy requires that all passengers utilize them at all times for their own safety as well as the safety of other passengers. All carry-on items must be safely restrained during transport. All wheeled mobility devices must be properly secured at all times the Span vehicle is in operation.

Priority Seating

Priority seating is made available on Span vehicles, designated for elderly and handicapped persons. Persons sitting in these locations and not elderly or disabled may be asked to vacate their seat to make room for an individual with a disability. Priority seating and the securement areas are intended to accommodate riders with disabilities.

X. PASSENGER BEHAVIOR

To assure the safety and comfort of all passengers and the driver, the following activities are prohibited on all vehicles and persons who engage in these activities may be refused service:

- Smoking
- Eating or drinking
- Playing personal radios unless headphones are used at a volume unable to be heard by surrounding passengers
- Consuming alcoholic beverages
- Using illegal drugs
- Using obscene or abusive language
- Violent, disruptive or threatening behavior
- Shoving, pushing, or behaving in a disorderly manner
- Causing actual or potential damage to the vehicle

Span reserves the right to deny service (including removing the passenger from the bus) if the situation is determined to be unsafe for the passenger, other passengers, the driver or the public.

XI. TERMINATION OF SERVICES

If a passenger does not follow guidelines and procedures involving the use of Span Denton County, services will be terminated as follows:

- If feasible a verbal warning will be given.
- If compliance is not achieved after the verbal warning, the passenger will receive a written warning in detail concerning the area of non-compliance and possible sanctions.
- If compliance is not achieved after the written warning, the passenger will be notified in writing that his/her use of all or a portion of Span services is terminated, with a statement of reasons for termination.

Span reserves the right to immediately terminate services without prior warning if a passenger poses a safety risk to himself/herself or any other person.

XII. GRIEVANCE AND APPEAL PROCEDURES

1. Any individual has the option to appeal a suspension, termination or rate eligibility determination. Appeals must be presented in writing within 60 days. Span's Executive Director will first hear appeals. If the Executive Director upholds the determination, the

individual may request that the matter be reviewed by a panel of Span board members designated by the Span Board Chair.
2. Once an individual requests an appeal, the Span board member panel will review all material submitted. Span service will not be suspended while the Span board panel is considering an appeal unless suspension or termination resulted from behavior that was determined to pose a risk to the passenger or others.
3. Span will notify the individual, in writing, of the Executive Director's or the board panel's ruling on all appeals. This notification will outline the ruling and the reasons for it.
4. Once the individual has been informed of the board's ruling, the determination will either be dismissed or imposed on the next day of service.
5. Span requires that all appeals must be made within 60 days of notification of sanctions or eligibility determination.
6. All decisions made by the Span board panel are considered final.

Span Employees and Span Board of Directors will strive to maintain an accommodation process that is cooperative rather than adversarial in nature, attempt to fulfill eligibility requests when possible and will document any and all attempts at reasonable accommodations.

XIII. CUSTOMER COMPLAINTS

Span's Dispatch Department receives complaints from passengers or caretakers of passengers or any other authorized representative of the passenger. The following policy outlines the process for recording, investigating, responding to, and maintaining ADA complaints.

The objectives of the ADA complaint procedures are to:

- Provide an opportunity for customers to report any problems to Span Dispatch Staff.
- Document and investigate complaints in a timely manner
- Respond to customers complaints in a timely manner

Customer Complaint Process

Passengers can report complaints to Laura Joy, Mobility Manager, by contacting Span at 940-382-1900 and at the time of filing the complaint please provide all relevant information regarding the complaint. Upon review of the complaint, the Mobility Manager will contact the individual filing the complaint to verify the information in the complaint and to offer a resolution to the complaint. Upon closing out the complaint, the complaint will be retained for a period of five years.

1. Please File Complaint To Laura Joy, Mobility Manager, 1800 Malone St. Denton, TX 76201. (940)382-1900, or email to: lauraj@span-transit.org

2. Complaint allegations will receive a response within 21 days of filing. All complaints and responses will be documented for the purposes of recordkeeping.

3. Complaints may be made in electronically, over the phone, or in-person to facilitate prompt resolution.

Additional Complaint Information:

Span will notify the complainant, in writing, within 21 days of complaint. Span is committed to resolving complaints in a prompt and equitable manner.
Span Executive Director or Span Board of Directors may review complaint, if resolution cannot be reached.

Customer Comment Form may be found on the last page of this document.

Span reserve the right to extend complaint investigation beyond in-person communication to include other information sources, such as:

- Video recordings from facility surveillance and on-board cameras
- Telephone call recordings
- Written communications (paper and electronic)
- System data including location tracking, dispatch records, and reservationist notes and input
- Driver manifests (paper or electronic)
- Interviews with transit agency or contractor employees and other riders who may be witnesses to the incident

XIV. TITLE VI COMPLAINTS

A Title VI Complaint may be filed by any individual or individuals who allege they have been subjected to discrimination or adverse impact under any Span program or activity based on race, religion, color, national origin, sex, age or disability.

Span follows the Texas Department of Transportation's Title VI complaint process. Complaint forms and informational flyers are available from Span's Title VI Officer (Executive Director) at Span's office (940-382-2224) or from TX DOT (www.TxDOT.gov, 1-866-480-2518). Complaints may be mailed to Span's office in Denton or directly to TxDOT's Office of Civil Rights, 125 E. 11th Street, Austin, TX 78701.

XV. DEFINITIONS

Aide – An aide is a social services attendant or personal care assistant who accompanies a passenger to assist the passenger in utilizing Span's transportation service.

Companion – A companion is anyone *other than an aide* who travels with a disability-certified passenger.

Demand Response Service – Non-fixed-route shared transportation service utilizing vans or buses with passengers boarding and alighting at pre-arranged times and locations within the system's service area.

Disability -- The Americans with Disabilities Act utilizes a three-pronged definition of disability. An individual with a disability is any person who:

1. Has a physical or mental impairment that substantially limits one or more major life activities,
2. Has a record of such an impairment; or
3. Is regarded as having such an impairment.

An individual must satisfy at least one of the three prongs of the above definition in order to be considered an individual with a disability.

Mobility Device – A mechanism such as a wheelchair, a walker or a scooter, designed to aid passengers with mobility impairments. They can be either manually operated or powered.

Late Cancellation – If a passenger cancels their trip on the day of service but does so **more than 3** hours before the pick-up time it will be considered a late cancellation.

No Show – A no-show occurs when a passenger fails to cancel their trip at least 3 hours before the scheduled pick-up time or board the Span vehicle within 5 minutes after it arrives within the 30-minute ready-time window.

Ready Time Window – A 30 minute window from 15 minutes before to 15 minutes after the scheduled pick-up time, during which a passenger should be ready for pick-up.

Service Animals – Animals that are individually trained to perform tasks for people with disabilities, such as guiding people who are blind or who have low vision, alerting people who are deaf, pulling wheelchairs, alerting a person who is having a seizure or performing other special tasks. Service animals are working animals, not pets.

Service Area – Span serves residents of Denton County that live outside of the Denton/Lewisville urbanized area (UZA). Span transports these residents to any location in Denton County. Areas inside the UZA may be served by Span under contract with individual cities or towns.

Subscription Service – An ongoing standing order is entered in Span's schedule for a passenger travelling to the same place at the same time each week.

Wheelchair – A mobility aid belonging to any class of 3 or 4-wheeled devices, usable indoors, designed for and used by passengers with mobility impairments. They may be either operated manually or powered.

XVI. FREQUENTLY ASKED QUESTIONS

Question: *What if I run late at my appointment?*
Answer: It is suggested that riders over-estimate rather that under-estimate the travel and appointment times.
Question: *Do I have to call each day to schedule a trip if the times and days that I travel are the same week to week?*
Answer: No, subscription service is available when travel is at the same time and day each week. However, the passenger must call the evening before each trip to get the pick-up time, and when necessary, the passenger must remember to cancel a subscription ride to avoid a no-show being recorded. Three (3) cancellations within a 1-month period shall invalidate the subscription.
Question: *Will I be taken directly to and from my destination?*
Answer: Not necessarily. Span is public transportation and usually passengers share rides. Other passengers may be picked up and/or dropped off during your trip.
Question: *What is the service area?*

Answer: Span Denton County serves residents in those portions of Denton County shown on the attached map, and includes the following cities of Denton County: Argyle, Aubrey, Cross Roads, Hackberry, Hebron, Justin, Krugerville, Lakewood Village, Lincoln Park, Northlake, Oak Point, Paloma Creek Ponder, Pilot Point, Roanoke, Sanger and Trophy Club. Destinations for these residents may include any location in Denton County.
In addition, Span may enter into contracts with other cities/towns to provide service. Span currently operates under contract with the client cities of Coppell, Flower Mound, Little Elm and The Colony.

Question: *How many grocery bags are allowed on the bus?* (Cases of drinks and large bags of pet food are not allowed)
Answer: Span allows each passenger to carry a maximum of 2 standard size paper grocery bags (or equivalent volume thereof in plastic bags) while riding the bus. Passengers must be able to carry groceries on and off the bus in one trip.

Span Customer Comment Form

Section 1: Type of Comment (choose one):
Compliment ____ Suggestion_____ Complaint_____ ADA Related? Y/N
Section 2: Contact Information
Salutation (Mr./Mrs./Ms.):
Name:
Rider ID (if applicable):
Street Address:
City, State, Zip:
Phone:
Accessible Format Requirements: Large Print_____ TDD/Relay_____ Audio Recording_____

Section 3: Comment Details
Date of Occurrence:
Time of Occurrence:
Name/ID of Employees Involved:
Vehicle ID:
Direction of Travel:
Location and City of Incident:
If above information is unknown, please provide other descriptive information to help identify employee:
Description of Incident or Message:

Section 4: Follow Up
May we contact you if we need more details or information? YES NO
What is the best way to reach you? (Choose One) Phone Email Mail
What is the best day/time to reach you (if a phone call is preferred)?

Exhibit "B"

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

1. Statement of Work

During the period October 1, 2020 through September 30, 2021, the Town of Flower Mound may use Community Development Block Grant (CDBG) funds to reimburse SPAN for providing "Demand Response" transit service to the following citizens of the Town of Flower Mound (TOWN):

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

It is expressly agreed and understood that the total amount of CDBG funds to be paid by the TOWN under this Agreement shall not exceed Thirty-One Thousand Seven Hundred and Fifty Dollars ($31,750.00). Costs exceeding Thirty-One Thousand Seven Hundred and Fifty Dollars ($31,750.00) for providing Demand Response transit service to the above citizens will be paid with TOWN funds in accordance with the Agreement.

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

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

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

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

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

2. Records and Reports

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

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

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

3. Program Income

No program income will be generated under this Agreement.

4. Uniform Administrative Requirements

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

5. Other Program Requirements

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

- Hold harmless, defend, and indemnify TOWN from any and all claims, actions, suits, charges and judgments whatsoever that arise out of SPAN's performance or nonperformance of the services or subject matter called for in the Agreement;

- Comply with the bonding and insurance requirements of OMB Circular A-110 (Flower Mound has a copy available for review or reproduction). Actual losses not covered by insurance as required by this Agreement are not allowable costs under this Agreement and remain the sole responsibility of SPAN;

- Comply with all applicable equal employment opportunity and affirmative action laws or regulations;

- Provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement;

- Maintain adequate and continuous liability insurance on all vehicles owned, leased or operated that are used to provide services under this Agreement; and,

- Ensure that all drivers possess a valid Texas driver's license.

6. Conditions for Religious Organizations

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

7. Reversion of Assets

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

Exhibit C

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

Program Implementation

AGREEMENT COVER SHEET

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

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

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

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

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

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

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

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

AGREEMENT PERIOD: EXECUTION THROUGH NOVEMBER 30, 2021

U.S. Department of Transportation
Federal Transit Administration
1200 New Jersey Avenue, SE
Washington, D.C. 20590

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

North Central Texas Council of Governments
616 Six Flags Drive
Arlington, Texas 76011

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

Special Programs for Aging Needs
1800 Malone Street
Denton, TX, 76201

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

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

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

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

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

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

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

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

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

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

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

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

PART A: Project Details

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

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

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

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

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

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

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

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

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

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

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

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

Project Milestones include:
Milestone 1: Service Agreement established with City of Flower Mound, September 2018
Milestone 2: Project Life Cycle Management plan finalized, September2018
Milestone 3: Begin service in Flower Mound, September 2018
Milestone 4: Develop long-term sustainability plan, Winter 2020
Milestone 5: Submit closeout report no more than 60 days after final invoice, Fall 2021

PART B: Federal Transit Authority Requirements

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

6.1 FTA Master Agreement; FTA MA (24), October 1, 2017 and subsequent revisions; and

6.2 FTA Enhanced Mobility of Seniors and Individuals with Disabilities Program Circular; FTA C 9070.1G as may be amended from time to time; and,

6.3 Title 49 United States Code Section 5310 – Enhanced Mobility of Seniors and Individuals with Disabilities Program; and

6.4 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; 2 Code of Federal Regulation (CFR) 200 (the Uniform Guidance); and

6.5 FTA Required Clauses and Compliance Requirements as detailed in FTA C 4220.1f and as detailed in Appendix C. For the purpose of this Appendix, "Purchaser" shall mean "Program Administrator" and "Contractor" shall mean the "Project Manager". As required, the Project Manager shall include appropriate provisions in applicable contracts.

6.6 Any notification containing special conditions or requirements, if issued.

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

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

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

PART C: Program Requirements

9. Program Administrator Responsibilities.

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

9.1 Serve as the main point of contact for the Project Manager in coordination of projects under this Agreement.

9.2 Implement appropriate procedures to ensure compliance of federal requirements by the Project Manager and Third-Party contractors.

9.3 Monitor the progress of the program through review of progress reports, on-site reviews, and communication with a designated representative of the Project Manager.

9.4 Review reimbursement requests and remit payment for eligible expenses to the Project Manager, provided all requirements are fulfilled.

9.5 Review documentation of local expenses and payments to ensure appropriate local match requirements are fulfilled, as applicable.

9.6 Review documentation as submitted by the Project Manager to ensure policies and procedures are within the requirements of the FTA as applicable to the funds allocated under this Agreement.

9.7 Work cooperatively with the Project Manager to improve or correct policies and procedures to assure compliance with federal mandates and regulations.

9.8 Submit all necessary reports to the FTA in a timely manner.

10. Project Manager Responsibilities.

As the Subrecipient, the Project Manager shall:

10.1 Comply with all annually updated applicable provisions of the FTA Master Agreement incorporated herein by reference.

10.2 Comply with all applicable State and federal statutes, regulations, rules, executive orders, FTA circulars, and other federal administrative requirements, and subsequent modification thereof, in implementation of the Project.

10.3 Comply with the Labor Standard requirements of 49 U.S.C., Section 5333(b) as determined fair and equitable by the U.S. Department of Labor.

10.4 Maintain appropriate knowledge of the programs funded under this Agreement, including an understanding of the purpose and requirements of Section 5310 – Enhanced Mobility of Seniors and Individuals with Disabilities.

10.5 Work cooperatively with the Program Administrator and the FTA as applicable to prepare documentation and/or implement procedures for compliance with State and federal rules and regulations.

10.6 Modify procedures and services performed for purposes of this Agreement based on recommendations by the Program Administrator to enable efficient and effective operations and implementation of the Project.

10.7 Maintain appropriate records of Project implementation, and submit these records to the Program Administrator as requested.

10.8 Identify, collect, and document required local matching funds for the Project. Project Manager shall be responsible for any funds determined to be ineligible for reimbursement under this Agreement.

11. Reporting.

11.1 **Project Status Reports.** The Project Manager shall complete and submit a status report to the Program Administrator detailing Project activities which occurred during the invoiced performance period. Progress reports will be submitted monthly, quarterly or as determined by the Program Administrator. Each report shall identify the dates any Project milestones were met and any revised anticipated milestone dates; document any delays or problems encountered during the previous months in implementation of the Project and the applied resolution(s); document information and data for any applicable Performance Measures, as defined in Section 12.10; and document any other accomplishments. Status reports may be submitted with reimbursement requests as detailed in Section 13.3 of this Agreement.

11.2 **Financial Status Reports**. The Program Administrator shall prepare Financial Status Reports quarterly for grant funds expended or obligated during the previous quarter and submit these reports to the Federal Transit Administration. Information requested from the Project Manager for the purposes of completing this report shall be provided to the Program Administrator promptly and in the format requested to enable timely submittal of the reports.

11.3 **Milestone Progress Reports.** The Program Administrator shall prepare Milestone Progress Reports quarterly to update anticipated project milestones and submit these reports to the Federal Transit Administration. Information requested from the Project Manager for the purposes of completing this report shall be provided to the Program Administrator promptly and in the format requested to enable timely submittal of the reports.

11.4 **National Transit Database.** Financial and operating information regarding service under this Agreement shall be reported to the FTA annually through the National Transit Database (NTD) Reporting System. The Program Administrator and the Project Manager shall collaborate on development of these reports. The Project Manager will provide to the

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

11.5 Disadvantaged Business Enterprise Participation Reports. The Program Administrator will compile semi-annual reports based upon the information submitted by the Project Manager regarding anticipated and completed contracting opportunities and Disadvantaged Business Enterprise Participation goals. The Project Manager shall provide requested information promptly and in the format requested to enable timely submittal of the reports.

11.6 Closeout Report. The Project Manager shall prepare a closeout report documenting final Project implementation and costs, including final data for applicable Performance Measures, as agreed with the Program Administrator. The final closeout report should be submitted to the Program Administrator within 60 days of Project completion. A Project will be considered closed upon receipt of a final invoice. All final invoices are due, no later than sixty days after the Project completion. Ninety days after the end of the Project period, the remaining project balance will no longer be available to the Project Manager. All Project records shall be maintained and accessible for a period of three years following receipt of payment of the final invoice or final audit for the project. All real property records shall be maintained and accessible for a period of three years after final disposition of the property.

11.7 Charter Bus Service. The Project Manager agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

11.8 School Bus Service. Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

11.9 Safety and Security. The Project Manager shall provide to the Program Administrator a written policy on safety, security, and emergency preparedness. This policy shall include, at a minimum, identification of safety personnel and safety accountability, procedures for investigating accidents, safety data reporting schedules, procedures for securing sensitive documents, past and planned security expenditures, anti-terrorist measures, past and planned training and practice drills, and response protocols for each Department of Homeland Security Threat Advisory Level.

11.10 Performance Measures. The Project Manager shall monitor and document quantitative and qualitative information to detail the Project's performance in regards to the following performance measures:

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

12. Payments.

12.1 The Project Manager shall be reimbursed for eligible costs incurred from the effective date of the Agreement for implementation of the Project, in an amount not to exceed the federal share of the Budget as detailed in Section 6. No advance funds will be provided.

12.2 The Project Manager shall contribute funding or service in an amount as specified in the Budget detailed in Section 6. The local contribution shall be documented and submitted to the Program Administrator as support for requested reimbursement.

12.3 The Project Manager shall provide to the Program Administrator reimbursement requests, in the form of an invoice, detailing eligible expenses incurred. Invoices may be submitted no more frequently than monthly. Each invoice must identify the period expenses were incurred, amount of expenses incurred by budget category, and the appropriate reimbursement amount being requested. Each invoice must include supporting receipts and any other documentation or data requested by the Program Administrator. Invoices received past 90 days will be subject to additional review and further documentation requirements.

12.4 The Program Administrator may deem an invoice incomplete if the Project Manager does not submit complete and acceptable documentation.

12.5 The Project Manager shall remit to the Program Administrator any excess payments made to the Project Manager any costs disallowed by the Federal Government, any amounts recovered by the Recipient from third parties or other sources, and any interest required.

12.6 Any compensation due to the Project Manager for performance of this Agreement shall be payable only after approval of invoices submitted to the Program Administrator and receipt of grant funds from the funding agencies. There shall be no obligation whatsoever to pay for performance of this Agreement from the monies of the Program Administrator.

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

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

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

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

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

13.4 Asset Management.

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

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

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

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

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

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

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

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

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

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

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

13.5 Licensure. Every vehicle providing Service shall be operated by an operator duly licensed by the State of Texas and in current possession of said license to operate vehicles of the type and size obtained in this Agreement.

13.6 Title VI. The Project Manager shall work cooperatively with the Program Administrator to implement appropriate Project activities to address environmental justice in minority and low-income populations, and to address needs from persons with Limited English Proficiency (LEP).

13.7 Public Hearing Requirements. The Program Administrator shall be responsible for general public hearing and public meeting requirements associated with development and award of the Project. The Project Manager shall provide any necessary assistance to the Program

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

13.8 Fares and Services. The Project Manager shall provide the Program Administrator a fee and service schedule for transit services offered through funds received under this Agreement, if applicable. Changes to fares and services initiated after the execution of this Agreement shall be provided to the Program Administrator prior to implementation of the changes.

13.9 Half Fare. The Project Manager shall provide to the Program Administrator a written description of the provider's half fare policies and procedures, including at a minimum, a schedule of half fare services, advertisement of half fare service, and eligibility verification procedures. Changes to half fare policies and procedures initiated after the execution of this Agreement shall be provided to the Program Administrator prior to implementation of the changes.

13.10 Drug and Alcohol Program. The Project Manager shall prepare and maintain a management information system (MIS) of drug and alcohol test results and provide an annual report to the Program Administrator by the first of February each year in the format requested. The Project Manager shall include a statement of compliance with the Drug and Alcohol Program in applicable Third-Party contracts and monitor compliance with the program. Annual MIS reports shall be completed and provided to the Program Administrator for applicable Third-Party contractors.

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

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

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

PART D: General and Special Conditions

14. Term.

14.1 Effective Date. The term of this Agreement shall take effect on the date executed by the Parties and remain in effect until November 30, 2021.

14.2 Termination. NCTCOG reserves the right to terminate this Agreement in whole or in part for convenience. NCTCOG may terminate for cause. If NCTCOG elects to terminate for cause, NCTCOG shall provide written notice of termination, shall set forth the reasons for termination, and shall provide for a minimum of 30 days to cure the defect. Termination is effective only if the Project Manager fails to cure the defect within the period stated in the termination notice including any written extensions. If the Agreement is terminated, NCTCOG shall only be liable for payment of services provided and accepted before the effective date of termination. The Project Manager shall account for and return to NCTCOG any property in its possession paid for from funds received from NCTCOG, or property supplied to the Project Manager by NCTCOG.

14.3 Federal Government Termination. Any or all of the terms of this Agreement may be suspended or terminated in the event that the Project or funding is terminated for any reason.

14.4 Project Closeout. Closeout of any or all projects under this Agreement by the FTA does not invalidate any continuing obligations imposed by this Agreement.

14.5 Continuing Obligations. Termination of this Agreement does not invalidate any continuing obligations imposed by this Agreement.

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

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

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

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

17. Vehicles.

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

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

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

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

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

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

19. Amendments.

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

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

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

20. Rights.

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

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

21. Miscellaneous Provisions.

21.1 Indemnification. The Project Manager covenants and agrees to indemnify and hold harmless and defend and does hereby indemnify, hold harmless, and defend the Program Administrator, its officers and employees, from and against any and all suits or claims for damages or injuries, including death, to persons or property, whether real or asserted, arising out of any negligent act or omission on the part of the Project Manager, its officers, agents, servants, employees, or subcontractors, and the Project Manager does hereby assume all liability for injuries, claims or suits for damages to persons, property, or whatever kind of character, whether real or asserted, occurring during or arising out of the performance of this Agreement as a result of any negligent act or omission on the part of the Project Manager, its officers, agents, servants, employees, or subcontractors to the extent permitted by law.

21.2 Liability. The Program Administrator shall not be liable for any damages, including that of personal injury, death, or property for any reason associated with implementation of the Project under this Agreement.

21.3 Force Majeure. It is expressly understood and agreed by the Parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such Party was delayed. Each Party must inform the other in writing within reasonable time of the existence of such force majeure.

21.4 Contractual Relationship. It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature and is not to be construed to create a partnership of joint venture or agency relationship between the Parties. Nor shall any Party be liable for any debts incurred by the other Party in the conduct of such other Party's business or functions.

21.5 Insurance. The Project Manager shall comply with the insurance requirements imposed by State and local laws, regulations, and ordinances.

21.6 Captions. The captions, headings, and arrangements used in this Agreement are for convenience only and shall not in any way affect, limit, amplify, or modify its terms and provisions.

21.7 Disputes and Remedies. Should disputes arise concerning the Project, or additional agreed upon work to be performed under this Agreement, the Project Manager and NCTCOG shall negotiate in good faith toward resolving such disputes. NCTCOG shall be responsible to its funding agencies for the settlement of all contractual and administrative issues arising out of procurement entered into in support of the Unified Planning Work Program. Violation or breach of Contract terms by the Project Manager may be grounds for termination, and should said disputes be irreconcilable, NCTCOG shall terminate the

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

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

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

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

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

The following appendices are made part of this Agreement.

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

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

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

DocuSigned by:
Mike Eastland
A4E72C1BEF0F428...

7/31/2018

Mike Eastland, Executive Director

Date

SPECIAL PROGRAMS FOR AGING NEEDS (SPAN, INC.)

DocuSigned by:
Michelle Mahon
34AEB5016C9647A...

7/30/2018

Michelle Mahon, Executive Director

Date

APPENDIX A
DEBARMENT CERTIFICATION

APPENDIX A
DEBARMENT CERTIFICATION

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

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

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

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

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

APPENDIX A.1
CERTIFICATION INFORMATION

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

- any transaction between the contractor and a person (other than a procurement contract for goods and services), regardless of type, under a primary covered transaction

- any procurement contract for goods or services when the estimated cost is $25,000 or more

- any procurement contract for goods or services between the contractor and a person, regardless of the amount, under which the person will have a critical influence on or substantive control over that covered transaction. Such persons include principal investigators and providers of federally required audit services.

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

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

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

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

Michelle Mahon
_____, being duly
(Name of certifying official)

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

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

are presently:

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

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

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

EXCEPTIONS:

DocuSigned by:
Michelle Mahon
34AEB5016C9647A...
Signature of Certifying Official
Michelle McMahon

Title
7/30/2018

Date of Certification

APPENDIX B
LOBBYING CERTIFICATION

APPENDIX B
LOBBYING CERTIFICATION

RESTRICTIONS ON LOBBYING

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

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

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

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

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

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

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

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

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

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

DocuSigned by:
Michelle Mahon
34AEB5016C9647A...
Signature

Michelle McMahon
Title

Executive Director
Agency

7/30/2018
Date

APPENDIX C

REQUIRED FTA CLAUSES AND COMPLIANCE DOCUMENTATION

APPENDIX C
FTA REQUIRED CLAUSES AND COMPLIANCE DOCUMENTATION

A. No Obligation by the Federal Government.

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

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

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

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

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

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

C. Access to Records.

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

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

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with2 CFR 200 Appendix II, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

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

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

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

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

D. Federal Changes.

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

E. Civil Rights.

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

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

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

b. *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

F. Disadvantaged Business Enterprise.

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

G. Disputes and Remedies.

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

H. Clean Air.

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

EPA Regional Office.

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

I. Clean Water.

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

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

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

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

I. Contract Work Hours and Safety Standards.

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

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

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

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

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

J. Energy Conservation.

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

K. Americans with Disabilities Act.

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

L. *Buy America.*

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

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

N. Incorporation of Federal Transit Administration Terms.

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

APPENDIX D

REQUIRED 2 CFR 200 CLAUSES

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

1. **Equal Employment Opportunity.** Project Manager shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Project Manager shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

2. **Davis-Bacon Act**. Project Manager agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.

3. **Contract Work Hours and Safety Standards**. Project Manager agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.

4. **Rights to Invention Made Under Contract or Agreement**. Project Manager agrees to comply with all applicable provisions of 37 CFR Part 401.

5. **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act**. PRO Project Manager VIDER agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.

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

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

8. **Procurement of Recovered Materials**. Project Manager agrees to comply with all applicable provisions of 2 CFR §200.322.

SPAN, INCORPORATED

ANNUAL FINANCIAL REPORT

YEAR ENDED SEPTEMBER 30, 2019

TABLE OF CONTENTS

	Page
FINANCIAL SECTION	
Independent Auditors' Report	1
Statement of Financial Position	4
Statement of Activities	5
Statement of Cash Flows	6
Statement of Functional Expenses	7
Notes to the Financial Statements	8
FEDERAL AWARDS SECTION	
Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*	13
Independent Auditors' Report on Compliance For Each Major Federal Program and Report on Internal Control Over Compliance In Accordance With the Uniform Guidance.	15
Schedule of Findings and Questioned Costs	17
Schedule of Status of Prior Findings	18
Corrective Action Plan	19
Schedule of Expenditures of Federal Awards	20
Notes to Schedule of Expenditures of Federal Awards	22

Members:
AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS
TEXAS SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS

HANKINS, EASTUP, DEATON, TONN & SEAY
A PROFESSIONAL CORPORATION
CERTIFIED PUBLIC ACCOUNTANTS

902 NORTH LOCUST
P.O. BOX 977
DENTON, TX 76202-0977

TEL. (940) 387-8563
FAX (940) 383-4746

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
SPAN, Incorporated
Denton, Texas

Report on the Financial Statements

We have audited the accompanying financial statements of SPAN, Incorporated (a nonprofit organization), which comprise the statement of financial position as of September 30, 2019, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of SPAN, Incorporated as of September 30, 2019, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Other Information

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

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated January 28, 2020, on our consideration of SPAN, Incorporated's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering SPAN, Incorporated's internal control over financial reporting and compliance.

Hankins, Eastup, Deaton, Tonn + Seay

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

January 28, 2020

FINANCIAL SECTION

SPAN, INCORPORATED

STATEMENT OF FINANCIAL POSITION
SEPTEMBER 30, 2019

ASSETS

Current Assets:		
Cash and cash equivalents	$ 840,184	
Accounts receivable	471,193	
Prepaid expenses	47,228	
Total Current Assets		$ 1,358,605
Property and equipment:		
Land	181,100	
Building	599,323	
Transportation equipment	2,443,551	
Office/Shop furniture and equipment	334,055	
	3,558,029	
Less accumulated depreciation	(2,566,884)	
Net Property and Equipment		991,145
Total Assets		$ 2,349,750

LIABILITIES AND NET ASSETS

Current Liabilities:		
Accounts payable	$ 50,435	
Total Current Liabilities		$ 50,435
Net Assets:		
Without donor restriction	2,299,315	
With donor restriction	-	
Total Net Assets		2,299,315
Total Liabilities and Net Assets		$ 2,349,750

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

SPAN, INCORPORATED

STATEMENT OF ACTIVITIES
YEAR ENDED SEPTEMBER 30, 2019

	Without Donor Restriction	With Donor Restriction	Total
Support and Revenue:			
Support			
Contributions	$ 133,905	$ -	$ 133,905
Support from local governments	305,010		305,010
United Way	55,050		55,050
Total Support	493,965	-	493,965
Revenue:			
Transportation grants	1,655,137		1,655,137
Transportation contracts	188,279		188,279
Aging grants	528,996		528,996
Aging contracts	66,287		66,287
Transportation program income	198,143		198,143
Meals program income	26,907		26,907
Miscellaneous	1,518		1,518
Fundraising	9,642		9,642
Interest income	972		972
Total Revenue	2,675,881	-	2,675,881
Net assets released from restrictions:			
Satisfaction of usage restrictions	-	-	-
Total Support and Revenue	3,169,846	-	3,169,846
Expenses:			
Functional Expenses:			
Transportation program	2,337,006		2,337,006
Senior citizen meals and other services	736,840		736,840
Management and general	190,887		190,887
Fundraising	26,990		26,990
Total Expenses	3,291,723	-	3,291,723
Change in net assets	(121,877)	-	(121,877)
Net Assets, Beginning of Year	2,421,192	-	2,421,192
Net Assets, End of Year	$ 2,299,315	$ -	$ 2,299,315

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

SPAN, INCORPORATED

STATEMENT OF CASH FLOWS
YEAR ENDED SEPTEMBER 30, 2019

Cash Flows From Operating Activities:		
Change in net assets	$ (121,877)	
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	364,058	
Decrease in accounts receivable	195,160	
Decrease in prepaid expenses	20,238	
Increase in accounts payable	6,151	
Net Cash Used By Operating Activities		$ 463,730
Cash Flows From Investing Activities:		
Purchase of property and equipment	(173,038)	
Net Cash Used by Investing Activities		(173,038)
Net increase in cash and cash equivalents		290,692
Cash and cash equivalents - September 30, 2018		549,492
Cash and cash equivalents - September 30, 2019		$ 840,184
Supplemental disclosure:		
Interest paid during the year		$ -
Income taxes paid during the year		$ -

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

SPAN, INCORPORATED

STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED SEPTEMBER 30, 2019

	Transportation	Senior Citizen Meal and Other Services	Management and General	Fundraising	Total
Salaries and Wages	1,094,763	204,354	142,141	17,098	1,458,356
Payroll taxes	89,228	17,083	11,627	1,399	119,337
Workers compensation ins.	30,425	11,365	4,548	548	46,886
Health insurance	150,395	16,714	18,284	2,199	187,592
Retirement	10,732	2,259	1,421	171	14,583
Travel	-	2,114	-	-	2,114
Occupancy	21,727	7,848	1,918	480	31,973
Insurance	59,781	3,559	1,384	346	65,070
Telephone	5,836	4,777	944	236	11,793
Office expense	9,825	5,437	1,272	424	16,958
Conferences and meetings	5,708	3,478	596	149	9,931
Advertising	1,552	151	-	-	1,703
Professional fees	8,569	3,131	1,040	260	13,000
Computer & equipment expenses	26,877	2,395	2,602	650	32,524
Fundraising expenses	-	-	-	2,692	2,692
Fuel and oil	243,699	-	-	-	243,699
Licensing	7,016	-	-	-	7,016
Vehicle repairs & maintenance	182,076	-	-	-	182,076
Communications	21,258	-	-	-	21,258
Health testing	4,605	-	-	-	4,605
Uniforms	1,212	-	-	-	1,212
Miscellaneous	7,793	2,179	1,760	-	11,732
Cost of meals	-	436,502	-	-	436,502
Equipment maintenance/supplies	-	5,053	-	-	5,053
Total expenses before deprec.	1,983,077	728,399	189,537	26,652	2,927,665
Depreciation of property & equip	353,929	8,441	1,350	338	364,058
Total expenses	2,337,006	736,840	190,887	26,990	3,291,723

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

SPAN, INCORPORATED

NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Nature of Activities

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

B. Financial Statement Presentation

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

Net assets without donor restriction - Net assets that are not subject to donor-imposed stipulations.

Net assets with donor restriction - Net assets subject to donor-imposed stipulations that may or will be met, either by actions of the Organization and/or the passage of time. When a restriction expires, net assets with donor restriction are reclassified to net assets without donor restriction and reported in the statement of activities as net assets released from restrictions.

C. Description of Programs

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

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

D. Contributions

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

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. Property and Equipment

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

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

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

F. Contributed Services and Materials

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

G. Income Taxes

SPAN is organized as a Texas nonprofit corporation and has been recognized by the IRS as exempt from Federal income taxes under IRC Section 501(a) as an organization described in IRC Section 501(c)(3), qualifies for the charitable contribution deduction under IRC Section 170(b)(1)(A)(vi) and (viii), and has been determined not to be a private foundation under IRC Sections 509(a)(1) and (3), respectively. SPAN is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, SPAN is subject to income tax on net income that is derived from business activities that are unrelated to their exempt purposes. We have determined that SPAN is not subject to unrelated business income tax and has not filed an Exempt Organization Business Tax Return (Form 990-T) with the IRS.

H. Functional Allocation of Expenses

The costs of providing SPAN's various programs and supporting services have been reported on a functional basis in the statement of activities in order to present the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

I. Cash Equivalents

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

J. Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates, and those differences could be material.

K. Changes in Accounting Principle

On August 18, 2016, FASB issued Accounting Standards Update (ASU) 2016-14, Not-for-Profit Entities (Topic 958) – *Presentation of Financial Statements of Not-for-Profit Entities.* The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. We have implemented ASU 2016-14 and have adjusted the presentation in these financial statements accordingly.

NOTE 2 – CONCENTRATIONS OF RISK

SPAN maintains several bank accounts at two banks and one credit union. Accounts at an institution are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000. Cash held at Wells Fargo Bank exceeded Federally insured limits at certain times during the year. At September 30, 2019, cash balances at Wells Fargo Bank were $492,549.

SPAN receives a significant portion of its revenues under transportation grants from Texas Department of Transportation (TXDOT) and North Central Texas Council of Governments (NCTCOG). Revenue from these grants were $1,076,955 from TXDOT and $528,767 from NCTCOG during the year ended September 30, 2019.

SPAN also received $545,133 in aging and transportation grants from the Area Agency on Aging.

NOTE 3 – RETIREMENT PLAN

SPAN sponsors a retirement plan for its employees. The plan is a salary reduction retirement plan under Internal Revenue Code Section 403(b). Under the plan, employees can elect to contribute to the plan, up to Internal Revenue Code limits. SPAN matches eligible employee's contributions up to three percent of the employee's compensation. During the fiscal year ended September 30, 2019, SPAN contributed $14,583 in matching contributions to the plan.

SPAN, INCORPORATED

NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

NOTE 4 – FAIR VALUE OF FINANCIAL INSTRUMENTS

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

NOTE 5 – SUBSEQUENT EVENTS

Management has reviewed events subsequent to September 30, 2019 through January 28, 2020, which is the date the financial statements were available to be issued. No subsequent events were identified that were required to be recorded or disclosed in the financial statements.

NOTE 6 – LIQUIDITY AND AVAILABILITY

Financial assets available for general expenditure without donor restrictions limiting their use, within one year of the balance sheet date, comprise the following:

Cash and cash equivalents-unrestricted	$	840,184
Accounts receivable		471,193
		1,311,377

FEDERAL AWARDS SECTION

Members:
AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS
TEXAS SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS

HANKINS, EASTUP, DEATON, TONN & SEAY
A PROFESSIONAL CORPORATION
CERTIFIED PUBLIC ACCOUNTANTS

902 NORTH LOCUST
P.O. BOX 977
DENTON, TX 76202-0977

TEL. (940) 387-8563
FAX (940) 383-4746

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

To the Board of Directors
SPAN, Incorporated
Denton, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of SPAN, Incorporated (a nonprofit organization), which comprise the statement of financial position as of September 30, 2019, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated January 28, 2020.

Internal Control Over Financial Reporting

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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

Hankins, Eastup, Deaton, Tonn + Seay

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

January 28, 2020

Members:
AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS
TEXAS SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS

HANKINS, EASTUP, DEATON, TONN & SEAY
A PROFESSIONAL CORPORATION
CERTIFIED PUBLIC ACCOUNTANTS

902 NORTH LOCUST
P.O. BOX 977
DENTON, TX 76202-0977

TEL. (940) 387-8563
FAX (940) 383-4746

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

To the Board of Directors
SPAN, Incorporated
Denton, Texas

Report on Compliance for Each Major Federal Program

We have audited SPAN, Incorporated's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of SPAN, Incorporated's major federal programs for the year ended September 30, 2019. SPAN, Incorporated's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of finding and questioned costs.

Management's Responsibility

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

Auditors' Responsibility

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

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

Opinion on Each Major Federal Program

In our opinion, SPAN, Incorporated complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2019.

Report on Internal Control Over Compliance

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

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

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

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

Hankins, Eastup, Deaton, Tonn + Seay

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

January 28, 2020

SPAN, INCORPORATED

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED SEPTEMBER 30, 2019

I. Summary of Auditors' Results

Financial Statements

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

Federal Awards

Internal control over major federal programs:	
Material weakness(es) identified?	No
Significant deficiencies identified that are not considered to be material weaknesses?	None reported.
Type of auditors' report issued on compliance for major federal programs:	Unmodified
Any audit findings disclosed which are required to be reported in accordance with 2 CFR 200.516(a)?	No

Identification of major programs:

Name of Federal Program or Cluster:	CFDA Numbers
U.S. Department of Transportation: Public Transportation for Nonurbanized Areas	20.509
Dollar threshold used for distinguishing between Type A and Type B federal programs?	$750,000
Auditee qualified as low-risk auditee?	Yes

II. Financial Statement Findings

None

III. Federal Awards Findings and Questioned Costs

None

SPAN, INCORPORATED

SCHEDULE OF STATUS OF PRIOR FINDINGS
YEAR ENDED SEPTEMBER 30, 2019

PROGRAM	DESCRIPTION
No findings were noted in the prior year.	

SPAN, INCORPORATED

CORRECTIVE ACTION PLAN
YEAR ENDED SEPTEMBER 30, 2019

PROGRAM	DESCRIPTION
None required.	

SPAN, INCORPORATED

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED SEPTEMBER 30, 2019

Federal Grantor/Pass-Through Grantor/Program Title	Federal CFDA Number	Agency or Pass-Through Number	Federal Expenditures
U.S. Department of Health and Human Services			
Pass-through Texas Department on Aging: Contracted through the North Central Texas Council of Governments Area Agency on Aging:			
Aging Cluster:			
Title III, Part B – Supporting Services and Senior Centers *	93.044	088995790	$ 31,654
Title III, Part C – Nutrition Services *	93.045	088995790	408,787
Nutrition Services Incentive Program *	93.053	088995790	78,225
Subtotal – Aging Cluster			518,666
Total U.S. Department of Health and Human Services			518,666
U.S. Department of Transportation			
Pass-through Texas Department of Transportation:			
Public Transportation for Nonurbanized Areas	20.509	RPT-1701(18)013	9,995
	20.509	RPT-1702(33)032-17	146,000
	20.509	RPT-1802(33)030-18	512,757
	20.509	RPT-1901(26)39-19	51,113
Total CFDA 20.509			719,865
Enhanced Mobility of Seniors and Individuals with Disabilities	20.513	ED-1902(18)054	30,000
Subtotal			749,865

SPAN, INCORPORATED

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (CONTINUED)
YEAR ENDED SEPTEMBER 30, 2019

Federal Grantor/Pass-Through Grantor/Program Title	Federal CFDA Number	Agency or Pass-Through Number	Federal Expenditures
U.S. Department of Transportation (continued)			
Pass-through North Central Texas Council of Governments:			
Federal Transit – Formula Grants (Urbanized Area Formula Program) **	20.507	TX-2017-058-00	307,201
Federal Transit – Formula Grants (Urbanized Area Formula Program) **	20.507	TX-2017-058-00	160,000
Enhanced Mobility of Seniors And Individuals with Disabilities	20.513	TX-2017-073-01	61,565
Subtotal			528,766
Total U.S. Department of Transportation			1,278,631
Total Expenditures of Federal Awards			$ 1,797,297

* Clustered Programs – Aging Cluster

** Clustered Programs – Federal Transit Cluster

SPAN, INCORPORATED

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED SEPTEMBER 30, 2019

NOTE 1 – BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal grant activity of SPAN, Incorporated ("SPAN") under programs of the federal government for the year ended September 30, 2019. The information in this schedule is presented in accordance with the requirements of the Uniform Guidance. Because the schedule presents only a selected portion of the operations of SPAN, it is not intended to and does not present the financial position, changes in net assets or cash flows of SPAN.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

Attachment 3

SPAN
Budget Report
For the Eight Months Ending Sunday, May 31, 2020

		October	November	December	January	February	March	April	May	YTD			66.67%
		Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Budget	Variance	%
	Allocated Revenue and Expense												
	Revenue												
5010	CITY OF DENTON CONTRIBUTIONS	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$20,000.00	$25,000.00	($5,000.00)	80.00%
5020	LEWISVILLE CONTRIBUTIONS	2,548.00	2,548.00	2,548.00	2,548.00	2,548.00	2,548.00	2,548.00	2,548.00	20,384.00	25,480.00	(5,096.00)	80.00%
5030	PILOT POINT CONTRIBUTIONS										2,500.00	(2,500.00)	0.00%
5035	CITY OF JUSTIN										3,000.00	(3,000.00)	0.00%
5040	SANGER CONTRIBUTIONS										10,870.00	(10,870.00)	0.00%
5050	THE COLONY CONTRIBUTIONS	9,046.66	6,941.62	6,077.05	6,227.41	6,127.17	3,771.53	8,892.38	764.33	47,848.15	121,400.00	(73,551.85)	39.41%
5055	LAKE DALLAS CONTRIBUTIONS							1,700.00		1,700.00	1,300.00	400.00	130.77%
5085	FLOWER MOUND CONTRIBUTIONS	5,618.08	4,780.77	4,105.52	5,645.09	4,915.82	3,322.23	1,593.59	1,485.55	31,466.65	55,535.00	(24,068.35)	56.66%
5070	DENTON COUNTY CONTRIBUTION	8,833.34	8,833.34	8,833.34	8,833.34	8,833.34	8,833.34	8,833.34	8,833.34	70,666.72	106,000.00	(35,333.28)	66.67%
5090	UNITED WAY-DENTON,CONTRIBUTION	2,500.00	2,805.13	2,500.00	3,606.35	2,791.74	2,500.00	1,583.34	1,583.34	19,869.90	30,000.00	(10,130.10)	66.23%
5170	INTEREST INCOME	13.53	13.04	102.86	6.75	6.52	404.23	2.33	2.41	551.67	750.00	(198.33)	73.56%
5175	FUNDRAISER EVENT			9,110.00	11,082.50	11,026.59	1,035.85			32,254.94	20,000.00	12,254.94	161.27%
5177	BOARD AND COUNCIL GIVING	200.00	200.00							400.00	3,500.00	(3,100.00)	11.43%
5178	FUND DEVELOPMENT	30,000.00		15,148.91	12,125.00	6,000.00	2,000.00	2,500.00	42,484.79	110,258.70	77,423.00	32,835.70	142.41%
5180	MISCELLANEOUS			46.20			46.20			92.40	1,000.00	(907.60)	9.24%
5181	HD CLIENTS PET MEALS	50.00	50.00	169.00	10.00		500.00	400.00	1,000.00	2,179.00	2,000.00	179.00	108.95%
5187	EBAY - AUCTION SALES REVENUE							9,780.00	51.70	9,831.70	10,000.00	(168.30)	98.32%
5190	GENERAL DONATIONS, UNALLOCATED	4,183.39	11,838.40	1,942.69	4,535.61	2,112.76	3,919.86	13,401.12	10,470.07	52,403.90	70,000.00	(17,596.10)	74.86%
5330	PURCH. OF SERVICE FED. 5310	4,902.69	3,771.30	2,552.88	3,684.27	4,902.69				19,813.83	23,000.00	(3,186.17)	86.15%
5335	E&D 5310					29,149.00				29,149.00	30,000.00	(851.00)	97.16%
5340	COUNTY TRANS. 5311	82,334.00	480,081.00	84,809.83	112,422.00	59,510.00	69,521.00	41,710.00	42,783.00	973,170.83	895,000.00	78,170.83	108.73%
5350	MEDICAID CONTRACT	8,118.09	18,814.26	14,733.82	10,349.07	13,653.24	16,030.32	14,371.89	14,879.19	110,949.88	250,000.00	(139,050.12)	44.38%
5357	TX VETERANS COMM	2,263.17	4,628.10	1,373.30	1,534.95	1,402.34	1,041.29	439.85	409.89	13,092.89	30,000.00	(16,907.11)	43.64%
5360	TITLE IIIB - TRANSPORTATION	2,376.75	2,376.75	2,376.75	2,376.75	2,376.75	2,376.75	2,376.75	2,376.75	19,014.00	28,482.00	(9,468.00)	66.76%
5361	5307 DISCRETIONARY FUNDS	31,862.72	34,384.27	32,118.97	41,500.54	26,387.88				166,254.38	475,000.00	(308,745.62)	35.00%
5370	FARES - COUNTY 5311	10,382.59	8,287.30	9,653.12	10,650.85	9,797.71	6,086.39	1,547.00	2,096.00	58,500.96	100,000.00	(41,499.04)	58.50%
5375	OTHER TRANSPORTATION SERVICES	6,877.78	5,299.78	5,501.38	6,390.53	5,757.09	3,825.68	1,057.23	1,397.07	36,106.54	60,000.00	(23,893.46)	60.18%
5410	TITLE IIIC1- CONGREGATE MEALS	17,351.39	16,368.45	17,351.39	17,351.39	17,351.39	8,504.93			94,278.94	208,256.00	(104,855.71)	45.27%
5440	MEAL DONATIONS -TITLE C1	993.37	1,000.49	905.50	831.00	824.00	367.50			4,921.86	15,000.00	(10,078.14)	32.81%
5450	TITLE III-C2 HOME DELIVERY	26,698.68	26,417.25	26,698.68	26,698.68	26,698.68	46,531.53	46,088.60	36,308.55	262,140.65	320,354.00	(67,334.70)	81.83%
5470	USDA ALLOWANCE - HOME DEL.					5,844.12				5,844.12	19,000.00	(13,155.88)	30.76%
5480	MEAL DONATIONS -TITLE C2	1,350.00	1,014.00	763.00	1,753.00	1,179.31	1,317.00	765.00	327.00	8,468.31	19,000.00	(10,531.69)	44.57%
5490	PURCHASED MEALS	10.00	5.00	5.00	10.00	5.00				35.00	100.00	(65.00)	35.00%
5520	DADS CBA/CCAD HD MEALS	6,188.94	6,426.45	6,444.00	6,832.26	7,096.77	6,131.61	7,160.13	6,038.91	52,319.07	70,000.00	(17,680.93)	74.74%
	Total Revenue	267,203.17	649,384.70	258,371.19	299,505.34	258,797.91	193,115.24	169,250.55	178,339.89	2,273,967.99	3,108,950.00	834,982.01	73.14%

SPAN

Budget Report

For the Eight Months Ending Sunday, May 31, 2020

		October	November	December	January	February	March	April	May	YTD			66.67%
		Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Budget	Variance	%
	General Expenses												
6005	DUES AND MEMBERSHIPS		84.50							84.50	1,000.00	915.50	8.45%
6010	MILEAGE	232.92	182.39	223.70	54.63	175.91	267.48	19.80	29.70	1,186.53	2,500.00	1,313.47	47.46%
6015	JANITORIAL SERVICES	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	1,600.00	2,400.00	800.00	66.67%
6020	TELEPHONE - GENERAL	975.22	1,059.96	975.22	1,053.53	867.68	754.05	386.20	387.92	6,459.78	12,000.00	5,540.22	53.83%
6025	UTILITIES	1,102.85	948.60	1,039.69	1,010.82	1,093.85	1,016.90	922.81	947.46	8,082.98	15,000.00	6,917.02	53.89%
6030	BUILDING MAINTENANCE	674.95	962.47	707.84	768.01	661.65	678.05	1,113.68	763.18	6,329.83	8,500.00	2,170.17	74.47%
6035	GROUNDS MAINTENANCE	400.00	1,487.50	400.00	400.00	400.00	400.00	400.00	400.00	4,287.50	6,000.00	1,712.50	71.46%
6040	FEES & PERMITS	87.94	142.50	46.44	257.23	50.94	238.00	55.00	263.00	1,141.05	1,000.00	(141.05)	114.11%
6045	LIABILITY INSURANCE	8,856.00		5,971.00						14,827.00	20,000.00	5,173.00	74.14%
6050	MEETINGS/CONFERENCES	112.77	513.52	100.00	43.92	284.07	20.00			1,074.28	5,000.00	3,925.72	21.49%
6052	TRAINING	976.07	60.00	150.00	727.53	729.94	242.81	87.95	320.00	3,294.30	2,000.00	(1,294.30)	164.72%
6055	POSTAGE	612.34	147.00	69.92	642.89	173.59	54.58	58.52	730.54	2,489.38	2,500.00	10.62	99.58%
6060	OFFICE SUPPLIES	1,642.00	534.46	748.94	1,285.38	1,158.39	845.12	692.01	851.51	7,757.81	7,000.00	(757.81)	110.83%
6065	OFFICE EQUIPMENT	235.02				1,473.36	199.99	560.66	929.69	3,398.72	3,000.00	(398.72)	113.29%
6070	PRINTING	651.50	4,269.33			86.60			29.22	5,036.65	1,500.00	(3,536.65)	335.78%
6075	OFFICE EQUIPMENT REPAIRS										1,000.00	1,000.00	0.00%
6080	COMPUTER CONSULTANTS	442.00	247.00	91.00	429.00	156.00		260.00		1,625.00	5,000.00	3,375.00	32.50%
6085	ADVERTISING & PROMOTION	45.57	980.00			931.00	931.00	197.51	931.00	4,016.08	8,100.00	4,083.92	49.58%
6090	LEGAL & ACCOUNTING					15,000.00				15,000.00	15,000.00		100.00%
6095	EQUIPMENT LEASING	633.09	133.52	630.68	133.52	133.52	618.00	133.52	176.25	2,592.10	3,000.00	407.90	86.40%
6105	COMPUTER EQUIPMENT										250.00	250.00	0.00%
6110	COMPUTER SOFTWARE	288.73	266.23	1,266.23	1,066.23	946.18	5,134.74	3,348.72	2,337.24	14,654.30	18,000.00	3,345.70	81.41%
6115	BANK SERVICE FEES	352.57	470.55	377.86	440.25	487.05	462.75	334.87	180.57	3,106.47	3,000.00	(106.47)	103.55%
6120	INTEREST & FINANCE CHARGES										200.00	200.00	0.00%
6150	GROUP MEDICAL	15,327.30	13,605.01	12,629.31	12,212.28	10,850.24	12,225.10	10,702.78	11,327.67	98,879.69	210,000.00	111,120.31	47.09%
6155	EMPLOYER SHARE OF RETIREMENT	1,144.54	1,118.56	1,104.94	(96.57)	1,044.75	2,810.23	1,144.59	1,240.73	9,511.77	20,000.00	10,488.23	47.56%
6190	FUNDRAISER EXPENSE			1,264.61	948.64	7,106.49	141.18			9,460.92	2,000.00	(7,460.92)	473.05%
6192	FUND DEVELOPMENT		89.90							89.90	1,000.00	910.10	8.99%
6195	MISC. (OTHER)		372.16	2,020.72	10.00	43.30		37.32		2,483.50	21,000.00	18,516.50	11.83%
	Total General Expense	34,993.38	27,875.16	30,018.10	21,587.29	44,054.51	27,239.98	20,655.94	22,045.68	228,470.04	396,950.00	168,479.96	57.56%
	Program Expenses												
6405	UNIFORMS	36.85	29.48	459.48	36.85	29.48	29.48	36.85	29.48	687.95	3,000.00	2,312.05	22.93%
6410	FUEL & LUBRICANTS	16,264.69	19,537.24	16,401.08	15,770.14	16,261.54	8,786.12	7,359.90	6,914.41	107,295.12	230,000.00	122,704.88	46.65%
6415	PARTS	2,453.21	1,805.42	1,662.16	4,373.63	1,558.39	4,213.20	1,029.45	2,476.81	19,572.27	40,000.00	20,427.73	48.93%
6420	TIRES	621.40	1,152.00	2,267.20	3,227.28	1,813.64	1,613.64	2,189.52		12,884.68	35,000.00	22,115.32	36.81%
6425	OFF SITE REPAIRS	6,006.21	6,698.63	3,743.66	5,384.13	2,841.41	4,076.05	5,356.49	3,927.12	38,033.70	80,000.00	41,966.30	47.54%
6430	TOLLS	1,620.00	1,620.00	1,440.00	1,455.39	1,620.00	1,813.17	720.00	1,080.00	11,368.56	10,000.00	(1,368.56)	113.69%
6435	DRIVER PHYSICALS-SEARCHES	1,099.18	410.43	302.31	1,298.82	1,050.88	855.57	296.43	344.94	5,658.56	10,000.00	4,341.44	56.59%
6440	LICENSING	68.50	386.00	897.10	45.25	1,614.40		710.25	404.28	4,125.78	8,000.00	3,874.22	51.57%
6445	INSURANCE - VEHICLE		8,930.52	4,465.26	4,465.26	4,465.25	4,465.25	4,465.25	4,465.25	35,722.04	60,000.00	24,277.96	59.54%
6450	TABLETS - PTT	1,620.20	1,638.14	1,638.14	1,802.04	2,275.29	2,496.65	878.49	989.02	13,337.97	23,000.00	9,662.03	57.99%
6470	DRIVER DRUG SCREENING	676.29	713.22	600.64	960.67	712.81	686.59	477.74	187.96	5,015.92	6,000.00	984.08	83.60%
6475	INSURANCE CLAIMS EXPENSE NON-BUDGET		(976.00)	(30,947.66)	(1,952.00)			1,952.00	(3,801.20)	(35,724.86)	3,000.00	38,724.86	-1190.83%
6510	CATERED AND PURCHASED MEALS	23,631.29	44,054.51	38,402.04	30,594.27	43,067.77	35,123.90	53,029.68	36,162.45	304,065.91	450,000.00	145,934.09	67.57%
6545	FUEL-OIL-PARTS - MOW	110.53	339.91	84.43	79.80	113.80	151.18	362.56	20.00	1,262.21	3,000.00	1,737.79	42.07%
6550	HD CLIENTS PET MEALS	725.52		417.59		405.79				1,548.90	2,000.00	451.10	77.45%
	Total Program Expenses	54,933.87	86,339.50	41,833.43	67,541.53	77,830.45	64,310.80	78,864.61	53,200.52	524,854.71	963,000.00	438,145.29	54.50%

SPAN
Budget Report
For the Eight Months Ending Sunday, May 31, 2020

		October Actual	November Actual	December Actual	January Actual	February Actual	March Actual	April Actual	May Actual	YTD Actual	Budget	Variance	66.67% %
	Payroll Expense												
8000	GENERAL ADMINISTRATION	20,322.69	20,206.47	39,265.58	30,463.29	20,727.06	20,688.19	21,917.45	22,340.04	195,930.77	267,000.00	71,069.23	73.38%
8001	GENERAL ADMIN BENEFITS	1,568.45	1,559.57	3,020.38	2,625.02	1,664.98	1,624.25	1,691.47	1,728.07	15,482.19	20,500.00	5,017.81	75.52%
8200	TRANSPORTATION ADMIN	20,478.51	21,878.54	31,335.34	35,239.00	23,272.46	24,223.05	23,390.84	22,864.89	202,682.63	276,000.00	73,317.37	73.44%
8201	TRANSPORTATION BENEFITS	1,566.63	1,673.69	2,397.16	3,051.69	1,911.41	1,980.01	1,808.84	1,749.19	16,138.62	22,000.00	5,861.38	73.36%
8210	DRIVERS	55,659.92	56,077.79	54,458.19	71,620.21	49,879.49	44,729.34	41,807.53	41,069.38	415,301.85	731,000.00	315,698.15	56.81%
8211	DRIVER BENEFITS	4,324.62	4,406.44	4,280.46	6,202.33	4,319.55	3,869.64	3,511.66	3,362.91	34,277.61	59,000.00	24,722.39	58.10%
8220	MAINT. REPORTING MGR.	3,740.46	3,740.46	4,815.46	5,610.69	3,740.46	3,985.61	4,230.76	4,230.76	34,094.66	49,000.00	14,905.34	69.58%
8221	MAINT. REPORTING MGR. BENEFITS	286.15	286.14	368.39	485.89	320.37	304.90	323.66	323.65	2,699.15	4,000.00	1,300.85	67.48%
8230	MECHANICS	4,523.68	4,438.80	4,725.44	6,819.99	4,447.46	4,354.67	4,434.74	4,461.58	38,206.36	53,000.00	14,793.64	72.09%
8231	MECHANICS BENEFITS	346.05	339.58	361.49	590.61	385.15	356.14	352.43	354.75	3,086.20	4,500.00	1,413.80	68.58%
8400	SENIOR SERVICES ADMINISTRATION	3,897.12	3,897.12	6,972.12	5,845.68	3,897.12	3,679.33	3,461.54	3,461.54	35,111.57	51,000.00	15,888.43	68.85%
8401	SENIOR SERVICES BENEFITS	298.14	298.13	533.37	506.25	329.99	298.19	264.81	264.81	2,793.69	6,000.00	3,206.31	46.56%
8430	SR CTR MGRS	9,664.87	9,846.71	10,813.69	14,466.40	9,522.29	9,585.05	9,680.42	9,415.62	82,995.05	126,000.00	43,004.95	65.87%
8431	SR CENTER BENEFITS	847.86	859.68	945.18	1,252.75	824.64	830.04	837.55	815.43	7,213.13	15,000.00	7,786.87	48.09%
6125	WORKERS COMP INSURANCE	11,280.00	4,830.00	4,830.00	4,911.00	4,830.00	4,830.00	4,830.00	4,830.00	45,171.00	65,000.00	19,829.00	69.49%
	Total Payroll Expense	138,805.15	134,339.12	169,122.25	189,690.80	130,072.43	125,338.41	122,543.70	121,272.62	1,131,184.48	1,749,000.00	617,815.52	64.68%
	Total Program Expenses	54,933.87	86,339.50	41,833.43	67,541.53	77,830.45	64,310.80	78,864.61	53,200.52	524,854.71	963,000.00	438,145.29	54.50%
	Total General Expenses	34,993.38	27,875.16	30,018.10	21,587.29	44,054.51	27,239.98	20,655.94	22,045.68	228,470.04	396,950.00	168,479.96	57.56%
	Total Expenses	228,732.40	248,553.78	240,973.78	278,819.62	251,957.39	216,889.19	222,064.25	196,518.82	1,884,509.23	3,108,950.00	1,224,440.77	60.62%
	Total Revenue	267,203.17	649,384.70	258,371.19	299,505.34	258,797.91	193,115.24	169,250.55	178,339.89	2,273,967.99	3,108,950.00	834,982.01	73.14%
	Net Contribution	38,470.77	400,830.92	17,397.41	20,685.72	6,840.52	(23,773.95)	(52,813.70)	(18,178.93)	389,458.76		(389,458.76)	
	Capital Purchases Minivan & 5 Buses	26,156.38	398,800.00							424,956.38			
	May go back to COSERV	3,843.62								3,843.62			
	May go back to NCTCOG	30,947.66								30,947.66			
	Owed to us by TxDOT and NCTCOG						55,875.22	76,306.85	69,678.73	201,860.80			
	Net month and YTD	-22,476.89	2,030.92	17,397.41	20,685.72	6,840.52	32,101.27	23,493.15	51,499.80	131,571.90			

Attachment 4

MEALS WHEELS
DENTON COUNTY

Span, Inc.
1800 Malone Street
Denton, TX 76201-1746

Span
Denton County

July 6, 2020

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

Dear Mr. Jennings:

We are pleased to submit a proposal for fiscal year 2021 to again provide transportation service for Town of Flower Mound citizens who are elderly persons and Town citizens with verifiable disabilities that prevent them from driving. Eligible riders would be taken anywhere in the service area (Flower Mound, Lewisville and Highland Village) for the limited purposes of medical treatments, doctor and dentist appointments, employment, shopping for necessities, participation in the Town's Seniors In Motion senior citizen program, and to support programs for persons with special needs.

The new rate proposed by SPAN is $36.94 per one-way trip for fiscal year 2021. After deducting the $5.00 fare that passengers pay and $4.43 from Maintenance Costs (per 5310 guidelines), the Town of Flower Mound would subsidize $27.51 for each ride. Furthermore, Span understands the program budget will be approximately $55,000, per 5310 project funding. This averages about 168 trips per month and we will notify Town staff if service levels begin trending over budget.

Please let me know if you have any questions regarding this proposal or require additional information. We will be happy to appear at the Town Council meeting on August 17th when scheduled to answer questions or address any issues the Council or public may have.

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

Best regards,

Michelle McMahon

Michelle McMahon
Executive Director

TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: August 17, 2020

FROM: Tammy Wilson, Executive Director of Financial Services

ITEM: **Consider approval of the engagement letter with Eide Bailly, 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

This item originally went to council on July 20, 2020, with the selection committee recommendation of Patillo, Brown & Hill, L.L.P. The Town Council selected Eide Bailly, L.L.P., and asked staff to bring back an engagement letter from them.

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: $60,240

Proposed Expenditure/(Revenue):	Account Number(s):
$60,240	100-650-51000-5110

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Engagement letter prepared by Eide Bailly, L.L.P.

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

EideBailly

CPAs & BUSINESS ADVISORS

August 6, 2020

To the Town Manager and
Members of the Town Council of
Town of Flower Mound, Texas
C/O Ms. Tammy Wilson
2121 Cross Timbers Road
Flower Mound, Tx. 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 **Town of Flower Mound, Texas** as of September 30, 2020, and for the year then ended, and the related notes to the financial statements, which collectively comprise **Town of Flower Mound, Texas**'s basic financial statements. In addition, we will audit the entity'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 entity's major federal award programs.

Accounting principles generally accepted in the United States of America require that certain 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
- Schedule of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual - General Fund
- TMRS Schedule of Changes in Net Pension Liability and Related Ratios
- TMRS Schedule of Contributions
- TMRS SDBF Schedule of Changes in Total OPEB Liability and Related Ratios
- Retiree Insurance Schedule of Changes in Total OPEB Liability and Related Ratios

Supplementary information other than RSI will accompany **Town of Flower Mound, Texas**'s 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 basic financial statements or to the basic 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 Nonmajor Fund 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, schedule of expenditure of federal awards, 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 federal 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) and, if applicable, in accordance with any state or regulatory audit requirements. 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 fraud or 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, tests of the physical existence of inventories, 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 will 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 and/or state or regulatory audit requirements. 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 entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. 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 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 of Flower Mound, Texas**'s basic financial statements. Our report will be addressed to the governing body of **Town of Flower Mound, Texas**. We cannot provide assurance that any 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**'s major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and 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 entity 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 entity's major programs. The purpose of those procedures will be to express an opinion on the entity'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 entity'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 the entity's 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.

Management 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 basic 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 basic 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 basic 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 period under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole;
18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest 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 respect to any nonattest services we perform, we agree to perform the following:

- Completion of the auditee's portion of the Data Collection Form
- Assistance with the preparation of the schedule of expenditures of federal awards

Town of Flower Mound, Texas'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.

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

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.

Fees and Timing

L. Diane Terrell is the engagement partner for the audit services specified in this letter. Responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. We expect to begin our interim audit procedures in approximately September 2020 and our final audit procedures in approximately January 2021.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices are payable upon presentation. We estimate that our fee for the audit will be $52,240 and our fee for the Single Audit, if applicable, will be $8,000. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate.

Whenever possible, we will attempt to use **Town of Flower Mound, Texas**'s personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

In addition, we will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our audit procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

Other Matters

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

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. 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 confidentiality of client information accessed by such service provider and any work performed by such service provider.

The audit documentation for this engagement is the property of Eide Bailly LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulators pursuant to authority given to it by law or regulation. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to regulators. The regulators 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 eight 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.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet 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.

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 the Town Manager and Members of the Town Council the following significant findings from the audit:

- Our view about the qualitative aspects of the entity'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.

Government Auditing Standards require that we provide, upon request, a copy of our most recent external peer review report and any subsequent review reports to the party contracting for the audit. Accordingly, we will provide a copy of our most recent peer review report at your request.

Eide Bailly LLP is a member of HLB International, a worldwide organization of accounting firms and business advisors, ("HLB"). Each member firm of HLB, including Eide Bailly LLP is a separate and independent legal entity and is not owned or controlled by any other member of HLB. Each member firm of HLB is solely responsible for its own acts and omissions and no other member assumes any liability for such acts or omissions. Neither Eide Bailly LLP, nor any of its affiliates, are responsible or liable for any acts or omission of HLB or any other member firm of HLB and hereby specifically disclaim any and all responsibility, even if Eide Bailly LLP, or any of its affiliates are aware of such acts or omissions of another member of HLB.

DISPUTE RESOLUTION

The following procedures shall be used to resolve any disagreement, controversy or claim that may arise out of any aspect of our services or relationship with you, including this engagement, for any reason ("Dispute"). Specifically, we agree to first mediate.

Mediation

All Disputes between us shall first be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator. The mediator will be selected by mutual agreement, but if we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA").

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute. Mediation will be conducted with the parties in person in Abilene, Texas.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Either party may commence suit on a Dispute after the mediator declares an impasse.

INDEMNITY

You agree that none of Eide Bailly LLP, its partners, affiliates, officers or employees (collectively "Eide Bailly") shall be responsible for or liable to you for any misstatements in your financial statements that we may fail to detect as a result of knowing representations made to us, or the concealment or intentional withholding of information from us, by any of your owners, directors, officers or employees, whether or not they acted in doing so in your interests or for your benefit, and to hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys' fees from any such misstatement, provided that the services performed hereunder were performed in accordance with professional standards, in all material respects.

If a claim is brought against you by a third-party that arises out of or is in any way related to the services provided under this engagement, you agree to indemnify Eide Bailly LLP, its partners, affiliates, officers and employees, against any losses, including settlement payments, judgments, damage awards, punitive or exemplary damages, and the costs of litigation (including attorneys' fees) associated with the services performed hereunder provided that the services were performed in accordance with professional standards, in all material respects.

ASSIGNMENTS PROHIBITED

You agree that you will not and may not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly LLP, its partners, affiliates, officers and employees, to any other person or party, or to any trustee, receiver or other third party.

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 certified public accountants and look forward to working with you and your staff.

Respectfully,

L. Diane Terrell

L. Diane Terrell
Partner

****

RESPONSE:

This letter correctly sets forth our understanding.

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

Name: _____

Title: _____

Date: _____

Acknowledged and agreed on behalf of the Honorable Mayor and Members of the Town Council of **Town of Flower Mound, Texas** by:

Name: _____

Title: _____

Date: _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2020-654158

Date Filed:
08/06/2020

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Eide Bailly LLP
Abilene, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Town of Flower Mound, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2020 Eng Ltr
Audit of 2020 Financial Statements

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Stende, David	Fargo, ND United States	X	
Callahan, Brian	Denver, CO United States	X	
Hauk, Jeremy	Billings, MT United States	X	
Ellingson, Ben	Mankato, MN United States	X	
Daugherty, Jodi	Boise, ID United States	X	
Gorospe, Shilo	Rancho Cucamonga, CA United	X	
Larson, Derrick	Sioux Falls, SD United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is L. Diane Terrell, and my date of birth is [redacted].

My address is 400 Pine Street, Suite 600 (street), Abilene (city), TX (state), 79601 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Taylor County, State of Texas, on the 6th day of August (month), 20 20 (year).

L. Diane Terrell

Signature of authorized agent of contracting business entity
(Declarant)

TOWN COUNCIL AGENDA ITEM NO. 6
CONSENT ITEM

DATE: August 17, 2020

FROM: Andrea Roy, Economic Development Director

ITEM: **Consider approval of a Consulting Agreement with Webb Management Services to conduct Phase II (Business Plan) of a feasibility study for a Cultural Arts Center.**

BACKGROUND INFORMATION: On October 1, 2018, Town Council adopted a Cultural Arts Master Plan, containing various goals and related strategies and actions that will assist the Town in building a vibrant and sustainable arts community. To date, the Town has already accomplished several of the action items and continues to work through the plan. The Plan's Goal #4, Enhance Economic Development through Cultural Arts, recommends the Town explore development of a cultural arts center or venue that will serve as a central hub for arts, cultural and creative programming. The subject request is based on the recommendation from the Master Plan, which specifically recommended that a multi-faceted study be commissioned which assesses the potential usage, configuration scenarios, and associated costs of such a venue.

On March 4, 2019, after continued discussion related to a potential arts center, Town Council directed staff to proceed with the issuance of a Request for Proposal (RFP) to seek responses from qualified consultants for the provision of a study/needs assessment to determine if a cultural arts center is feasible. The noted RFP was issued on July 2, 2019, to eight arts consulting firms, resulting in the Town receiving four responses to the request. After a full evaluation and ranking of the submissions, an internal review team unanimously selected Webb Management Services as the chosen consultant. Submissions were ranked on their overall completeness and quality, qualifications of personnel, approach to deliverables and quality of recommendations, relevant company experience, and an understanding of the local project and community.

On October 7, 2019, Town Council approved the subject Consulting Agreement with Webb Management Services for the feasibility study, funding Phase I of the project, for $28,500. Since that time, Webb conducted and completed Phase I of the feasibility study, which, as a result of their findings, resulted in a recommendation that the Town consider the development of a cultural arts center that specializes in music, has a flexible design, seats approx. 600 theater style and 850+ standing room, and possesses good technology, with adjustable acoustics to fit performance type. The cultural arts center should also contain additional space for rehearsals that can also host social gatherings, an education wing that includes 2 visual art classrooms, 1 music and dance classroom, multiple music practice rooms, and a music studio/production space. Additionally, the center should provide gallery and exhibition space that can host rotating shows and receptions.

At Town Council's June 19, 2020, Strategic Planning Session, Council reviewed Webb Consulting's Phase I findings and recommendations regarding a possible fine arts center. As a result of Webb's recommendations, which indicated the need for such a venue, the Town Council supported the pursuit of Phase II of the Feasibility Study. Phase II will develop a management/business plan, diving further into the details of a potential center.

Phase II Fine Arts Center Feasibility Study Details

Webb Consulting remains interested in continuing their work with the Town and will engage in the second portion of their contract with the Town in the amount of $26,375. Phase II of the study will provide a preliminary management/business plan that details how the potential venue should be programmed and operated, as well as construction and annual operating costs for the arts center concept.

The Phase II effort will do the following:

- Define the vision and operational goals for the recommended arts center
- Conduct additional research on comparable facilities throughout the US and DFW

- Identify and evaluate ownership and management options
- Continue discussions with potential users to further identify their needs (because of the current situation with COVID-19, it is envisioned that this aspect will be done virtually)
- Develop a programming plan, addressing how often the space will be used and in what ways
- Provide recommendations regarding how the venue should be operated, including staffing recommendations
- Develop a pro-forma operating budget for six years of operations (one-year prior to opening and five years after)
- Provide a forecast of the economic impact of the venue
- Create of a critical path plan that will identify key milestones and deadlines in the execution of the business plan

Initial Phase II efforts will begin with conversations with potential partners (LISD, NCTC, and MSU) and separate meetings with the visual arts and performing arts group to gauge their interest in potential use of this type of facility.

Timeline
The estimated time to complete these efforts is approximately ten weeks, at which point Webb Management will deliver a final report to Town Council.

Webb Management Services specializes in this type of study and has provided their services on over 425 projects, including projects in the DFW Metroplex (Plano, Frisco, Collin County, Bedford, and Dallas, to name a few). Webb's response provided countless examples of work of an almost identical nature to the Town's needs, citing examples of feasibility studies conducted for The Woodlands, TX, Carlsbad, CA, Pompano Beach, FL, and Howard County, MD. The principals on the project, Duncan Webb and Carrie Blake, have over 40 years of combined cultural facility planning experience.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: Phase II – Management/Business Plan $26,375

Proposed Expenditure/(Revenue):	Account Number(s):
$26,375	100-630-34200-5110

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

Designated State Funding, via the Texas Commission on the Arts, is available for the study. A reimbursement request was submitted for the Phase I contract costs ($26,522.41) and Phase II contract costs are also eligible for reimbursement.

LEGAL REVIEW: Tim Sralla of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the Contract and Scope of Services as to form and legality.

ATTACHMENTS:

1. Contract/Letter Agreement

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

building creativity

October 27, 2019

Andrea Roy
Economic Development Director
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

Dear Andrea,

This letter will serve as the Agreement between the Town of Flower Mound (the "Client") and Webb Management Services ("Webb Mgmt") to develop a feasibility study (referred to as a "needs assessment" in the attached Appendix A) for a new cultural arts center in Flower Mound, TX. This Agreement does not include the second phase of the proposal, the business/management plan, as described in the attached Appendix A.

The scope of services and financial arrangements are fully described in the Webb Mgmt. proposal dated August 1, 2019, which is attached as Appendix A. The following terms and conditions are provided in addition to those expressed in the proposal, offered to clarify and support how we will work together.

1. Webb Mgmt will issue invoices at the beginning of each month based on the work completed in the prior month and any costs associated with that work. Invoices will be issued by email in PDF format and payment is due within twenty (20) days after receipt thereof.

2. Webb Mgmt will maintain commercial and general liability and worker's compensation insurance policies naming, where appropriate, the Client as Certificate Holder or Additional Insured. Certificates are attached as Appendix B.

Webb Mgmt

501 Fifth Ave • Ste 1202
New York • NY 10017

212 929 5040
info@webbmgmt.org

webbmgmt.org

building creativity

3. Webb Mgmt shall, at it is own cost and within a reasonable period of time, correct any errors and/or omissions in services provided to Client's reasonable satisfaction.

4. Client may, be written notice to Webb Mgmt terminate Webb Mgmt without assigning any reason. Upon receipt of written notice of termination, Webb Mgmt shall cease work immediately and shall not perform any services beyond that date, except that Webb Mgmt will assemble all work completed to that date and forward such work to Client both paper and electronic versions to Client, in such customary electronic formats as specified by Client, and may bill Client a reasonable sum for assembling the work in conformity with the terms of this Agreement.

5. Webb Mgmt may terminate their services under this Agreement upon thirty (30) days written notice if the Client fails to substantially perform any terms of this agreement. Client may correct such failure(s) within thirty (30) days of written notice to terminate from Webb Mgmt, at which point the Agreement will remain in effect.

6. If Client elects to terminate Webb Mgmt. Webb Mgmt shall submit to the Client within ten (10 days a final invoice for services rendered and any non-cancelable commitments made as of the date of termination, plus costs for nay services provided following the date of termination that Client approved in writing or as otherwise permitted in this Agreement. Payment is due within twenty (20) days of receipt of the final invoice.

7. If Webb Mgmt is terminated for materially failing to comply with the terms of this Agreement, the Client shall provide written notice of termination and the reason(s) therefore. Webb Mgmt shall have ten (10) business days after receipt of notice of termination to correct such failure(s). If such failure(s) is not

Webb Mgmt

501 Fifth Ave • Ste 1202
New York • NY 10017

212 929 5040
info@webbmgmt.org

webbmgmt.org

building creativity

corrected to the satisfaction of Client, this Agreement shall be terminated immediately.

8. Notwithstanding the above, Webb Mgmt shall not be relieved of liability for damages sustained Client by virtue of any breach of the Agreement by Webb Mgmt. However, Client may not withhold any payments to Webb Mgmt for the purpose of set-off. Payment for all invoices is due within twenty (20) days of receipt thereof.

9. Termination shall not prejudice or affect any party's accrued rights, claims and liabilities.

10. Webb Mgmt agrees to defend, indemnify, protect and hold harmless Client and its subsidiaries, boards, employees, agents and servants from and against any and all suits, claims, demands, or damages of whatsoever kind or nature to the extent that they arise out of any sole negligent act, willful omission, or failure to exercise such care as is customary, by Webb Mgmt, its agents, servants and employees in the performance of any and all services pursuant to this Agreement.

11. Webb Mgmt assumes responsibility for liability arising out of its conduct whether by action or inaction. Client does not assume any responsibility for the acts of Webb Mgmt, its officers, employees, agents or servants. Neither party shall be liable to the other for consequential, incidental, punitive or other types of such extended damages or losses arising out of the conduct of each party's' officers, employees, agents or servants.

The parties agree that scanned PDF signatures are valid and binding as if signed in the original in ink. Accordingly, please signify your acceptance of these terms by signing, scanning and emailing (or mailing) back a copy of the contract.

Webb Mgmt

501 Fifth Ave • Ste 1202
New York • NY 10017

212 929 5040
info@webbmgmt.org

webbmgmt.org

building creativity

_____ 10/27/19

Duncan Webb, President
Webb Management Services

Date

___ Steve Dixon _____ 10/9/2019 | 2:42 PM CDT

Steve Dixon, Mayor
Town of Flower Mound

Date

Webb Mgmt

501 Fifth Ave • Ste 1202
New York • NY 10017

212 929 5040
info@webbmgmt.org

webbmgmt.org

building creativity

Proposal:

Feasibility Study for a Cultural Arts Center

Date: 09/27/2019

Prepared for: Town of Flower Mound, Texas

CONTACT

Webb Mgmt
501 Fifth Ave · Ste 1202
New York · NY 10017
212 929 5040
info@webbmgmt.org

webbmgmt.org

Table of Contents

COMPANY PROFILE & REFERENCES
PG 1

METHODOLOGY
PG 11

TIMELINE
PG 19

COST PROPOSAL
PG 21

PROOF OF INSURANCE
PG 22

ACKNOWLEDGEMENT OF ADDENDA
PG 23

COMPANY PROFILE, CAPABILITIES & QUALIFICATIONS

Webb Mgmt WEBBMGMT.ORG

Webb Mgmt is a leading provider of advisory services for the development and operation of cultural facilities, organizations, agencies and districts. Our clients include public agencies, colleges and universities, nonprofit arts organizations, community and private foundations, commercial developers, economic development agencies and various friends of the arts.

Our mission is to advance the arts with sound planning and research.

1. A passion for finding achievable and sustainable strategies for every assignment, organization and community.
2. The desire to engage in meaningful and relevant research.
3. The integrity to pursue the right answer as opposed to the easy answer.
4. A commitment to collaboration and partnerships.
5. A belief in the positive and beneficial impacts of the arts and creative industries on people, communities and society.

Our work is always informed by these best practices.

Projects and planning efforts must be inclusive and open, inviting input from the right combination of voices.

In-depth research is critical to any assignment.

Physical, operating and financial perspectives are critical and inter-related.

The experience of other communities and organizations provides important insight to any question or assignment.

The only certain factor in any initiative is change.

Our work is not intended to sit on a bookshelf, but rather to provide direction, a detailed roadmap, and oftentimes, a fundraising tool for those charged with turning project concepts into reality.

COMPANY PROFILE, CAPABILITIES & QUALIFICATIONS

Services

CULTURAL FACILITY DEVELOPMENT & OPERATIONS

One side of our practice is focused on the development and operation of arts, cultural and entertainment facilities.

Needs Assessment: Studies that consider if and what facilities should be developed, improved or expanded relative to market conditions.

Business Planning: Plans for the operation of new, improved or expanded facilities that address how they should be programmed, operated and financially sustained. This work is often completed right after the needs assessment, combining to form a facility feasibility study. Business planning often includes qualitative and quantitative economic impact projections.

Project Development: Once a project has been defined and begins to advance, we inform clients on specific issues such as financing options, real estate and site issues, project team selection and management, operating partnerships, executive search support, operational costing, project management and bridge or start-up programming.

Facility Strategic Planning: Comprehensive strategic plans for existing arts, cultural and entertainment facilities that inform long-range planning with internal and external analyses, the formulation of strategy and the creation of detailed implementation plans.

CULTURAL RESEARCH & PLANNING

The other side of our practice provides research and advisory services to the arts sector.

Research: Primary and secondary organizational and sector-wide research, including audience satisfaction, market penetration and capacity and programming demand. Services include surveys, focus groups, geo-demographic analysis, ticket buyer analysis and other analytics, mapping and benchmarking.

Strategic Planning: Strategic planning for cultural organizations and facilities addressing capacity building, audience development, earned revenue growth, capitalization, organizational evolution, staff re-organization and board development.

Cultural Planning: Comprehensive community cultural planning addressing community cultural needs, cultural infrastructure, cross-sector collaboration, cultural asset evaluation and mapping, gap analyses and funding mechanisms.

Cultural District Planning: Studies that evaluate the need and opportunity for the development of cultural districts, addressing market conditions, the built environment, developing a district brand and identity, district management and funding strategies.

Mergers, Acquisitions & Consolidations: Studies, strategies and ongoing advice on the combination of nonprofit arts organizations.

Executive Counsel: Coaching, executive search, board management and other short-term assignments that provide specific and affordable research and advice on an immediate basis to answer a very specific question.

COMPANY PROFILE,
CAPABILITIES & QUALIFICATIONS

1

Arts Venue Feasibility Study

CARLSBAD, CA

Webb Mgmt & WolfBrown (our local partner in San Diego) are working with the City of Carlsbad to conduct a needs assessment for cultural facilities to serve the community. This investigation is the result of recommendations within the City's 2018 Cultural Plan. That plan specifically recommended:

"Launch a feasibility study to explore the creation of a City of Carlsbad cultural arts facility that responds to the regional interest for a larger performance venue for professional theater and can provide classrooms, rehearsal spaces, and production studios."

In order to assess the feasibility of new arts facilities, we built on the results of the recent cultural plan to undertake research and analysis to answer these questions:

- Are there sufficient audiences to support additional cultural programming in new spaces?
- What are the needs of local artists, arts organizations, arts educators and arts presenters that might be addressed with new facilities?
- What facilities already serve Carlsbad, and what elements of that inventory are missing or deficient?
- How might new cultural facilities advance the broader goals of the City of Carlsbad?

This work has resulted in a series of conclusions and recommendations that are currently under review by the City. With feedback, we will continue to advance these opportunities in partnership with City staff.

Image: Carlsbad Chamber of Commerce

Reference:

Richard Schultz | Cultural Arts Manager
Library and Cultural Arts | City of Carlsbad | Carlsbad, CA
760 602 2086 | richard.schultz@carlsbadca.gov

COMPANY PROFILE,
CAPABILITIES & QUALIFICATIONS

2

Feasibility Study for Performing & Visual Art Facilities

THE WOODLANDS, TX

Webb Mgmt has worked in The Woodlands on several projects over the last 20 years. In 1998, with another firm, Duncan Webb completed a feasibility study for small-scale, flexible performance facilities at the Cynthia Woods Mitchell Pavilion. In 2006, Webb Management was retained by The Woodlands Town Center Improvement District to assess the feasibility of new cultural facilities. This work resulted in several suggested facility concepts, however, the community's focus shifted away from cultural development toward accommodating growth and forming its municipality and related governance structure independent from the County.

In 2017, with continued growth and a desire to develop amenities that serve the community and provide it with a point of regional distinction, The Woodlands Township hired Gensler and Webb Mgmt to reassess the feasibility of various cultural development opportunities.

Research, analysis, survey findings and extensive community engagement allowed us to identify and evaluate several cultural facility development concepts.

We then worked with the client team to narrow the list and develop business plans for two selected concepts.

Rendering by Gensler

Reference: Nick Wolda, Director of Community Relations | CVB President
The Woodlands Township, TX
281 210 3800 | nick.wolda@visitthewoodlands.com

COMPANY PROFILE,
CAPABILITIES & QUALIFICATIONS

3

Feasibility Study for New Cultural Arts Facilities

POMPANO BEACH, FL

Webb Mgmt has completed multiple studies and plans in and for the City of Pompano Beach over the last seven years.

Initially, the firm was retained by the City's Community Redevelopment Agency as it studied the feasibility of visual arts and performing arts facilities proposed as part of downtown redevelopment initiatives. This work examined audience demand, user demand, potential partnerships, competitive gaps and the City's broader plans and goals. The work resulted in policy, programming and facility recommendations, including a management structure that defined the role of the City and its Parks, Recreation, and Cultural Arts department.

The work resulted in the development/re-development of three small-scale facilities that have contributed to the Downtown Pompano Creative Arts District. As a whole the District has enlivened the community with new programming, artists, and arts organizations and has built cultural participation and private sector involvement.

Webb Mgmt has continued to periodically advise the City on operating and implementation issues, most recently with a plan for the future of the City's amphitheater that also included a process by which a third-party operator was identified and contracted.

Photo courtesy of Silva Architects

Reference: Terrell Fritz, Former Project Manager
City of Pompano Beach & Pompano Beach Redevelopment Agency | Pompano Beach, FL
786 200 9200 | fritz@fritzgeitner.com

COMPANY PROFILE,
CAPABILITIES & QUALIFICATIONS

4

Feasibility Study for Cultural Facilities

HOWARD COUNTY, MD

Over the last 12 years, Webb Mgmt has been retained multiple times to develop plans for various cultural facilities in Howard County, Maryland, a suburban area near Washington, D.C. and Baltimore.

In 2015, we developed a feasibility study for new performing and visual arts facilities for downtown Columbia and other County locations. Research and analysis included a market study, survey of artists, and arts groups to inform a demand assessment, facility inventories to assess available space and a review of the County's planning goals and priorities. We found demand and opportunity for an arts education center, digital arts facilities and maker spaces and arts production facilities for the area's many artists and arts groups. And we suggested that these spaces might be developed in to one venue or separate smaller venues, with great potential to create a hub of activity in downtown Columbia.

Most recently, we worked with a local developer on a business plan for one facility that was recommended in the feasibility study--a multi-tenant arts center planned within a downtown mixed-use project.

Photo coutesy of Howard County Arts Council

Reference: Coleen West, Executive Director | Howard County Arts Council
Howard County, MD
410 313 2787 | coleen@hocoarts.org

Selected Texas Client List

We also have extensive experience in Texas, and particulalry in the Dallas Metroplex, with these clients.

City of Bedford
City of Frisco
City of Plano**
Collin County
The Foundation for Jones Hall
Texas Christian University
Lubbock Entertainment/Performing Arts Association
MATCH [Midtown Arts Theater Center Houston]
Perot Museum of Nature & Science
City of Dallas
City of Lubbock**
City of Round Rock
Dallas Arts District
Long Center for the Performing Arts
The Woodlands Township**
ZACH Theatre

***repeat client*

Selected Public Sector Client List

While we are based in New York City, our client roster includes municipalities, educational institutions, nonprofit arts organizations, community and private foundations, commercial developers, economic development agencies and various friends of the arts, all located across the United States and Canada.

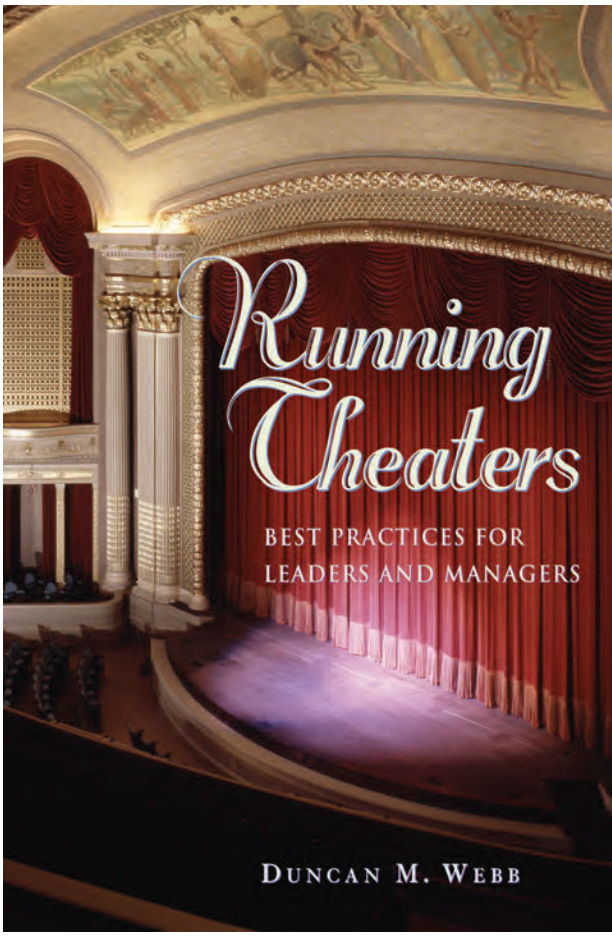
We have completed hundreds of feasibility studies for arts venues for government and public agencies. In the interest of space, here is a select list of government/public sector clients. Many of these communities sit within larger metropolitan areas, much like the Town of Flower Mound. Many projects have explored partnerships with developers like the one considered by the Town. We would be pleased to provide additional detail on any client or project.

City of Plano (TX)
The Woodlands Township (TX)
City of Frisco (TX)
City of Dallas (TX)
Collin County (TX)
City of West Hollywood (CA)
City of Pompano Beach (FL)
City of Mississauga (Ontario)
City of New York (NY)
Village of Southampton (NY)
City of Westminster (CO)
City of Schaumburg (IL)
City of Edmond (OK)
East Carolina University (NC)
West Muskingham School District (OH)
California State University-Northridge (CA)
University of Iowa (IA)
City of Carlsbad (CA)
City of Round Rock (TX)
City of Virginia Beach (VA)
City of Fort Collins (CO)
City of Waldport (OR)
Arlington County (VA)
City of Portland (OR)
City of Scottsdale (AZ)
City of Federal Way (WA)
UNC School of the Arts (NC)
City/County of Denver (CO)
Howard County (MD)
George Mason University (VA)
Fitchburg State University (MA)
Bowling Green State University (OH)
Folsom Lake College (CA)
City of Aspen (CO)

Publications

Buildings for the Arts

Duncan Webb is a founding member of CultureLab, an informal consortium of worldwide arts consultants and the Cultural Policy Centre at the University of Chicago. CultureLab was formed to break down the silos of research, policy and practice and create a new capacity and approach to tackling challenging issues in arts and culture. Duncan Webb and CultureLab served as advisors on the University of Chicago study, Set in Stone: Building America's Next Generation of Arts Facilities (1994-2008). Duncan also served as an advisor on the resulting book, Buildings for the Arts.



Running Theaters: Best Practices for Leaders and Managers

Duncan Webb's book reveals the best practices that consistently lead to operating successful theaters. Culled from surveys and interviews with more than fifty top theater managers and experts, this guide provides proven and successful strategies from managers, staff and volunteer leaders covering virtually every aspect of running a theater: audience development, fundraising, facility development, programming, community involvement and much more. Special sections cover physical maintenance, technology in theaters and staff and board development. The book was recently translated into Mandarin and is informing extensive cultural facility investment throughout China. A second edition is now in development.

The Performing Arts Center of the Future

Several years ago, Webb Mgmt hosted a conference in New York City to consider the future of performing arts facilities. Our expert panelists, relevant research and resulting discussions indicated that, on the whole, performing arts spaces will become smaller, more flexible, less permanent and less formal. Equally important is the idea of designing facilities that support amateur community programs and attract younger audiences with the possibility of an enriching social experience. A monograph outlining discussions and conclusions was published by Americans for the Arts.

COMPANY PROFILE, CAPABILITIES & QUALIFICATIONS

Duncan Webb

President

ROLE: PROJECT OVERSIGHT & MANAGEMENT, CLIENT/COMMUNITY FACILITATION & ENGAGEMENT, CONCLUSIONS & RECOMMENDATIONS, FINANCIAL PROJECTIONS

Duncan M. Webb founded Webb Management Services, Inc. to provide management consulting services to the arts and cultural industries. Since its founding in 1997, the firm has successfully completed more than 400 consulting assignments for the advancement of cultural communities, organizations and facilities.

Duncan's career in the arts began onstage as a lovesick maiden in a 1969 production of Gilbert and Sullivan's Patience. After college, he became a banker, spending seven years in commercial lending and international finance. In 1986, after many years of volunteer work in the arts, he came into the field as a producer of experimental, industrial, and commercial theatre, with such credits as the Canadian premieres of Changing Bodies, Children of a Lesser God, Blood Brothers, Orphans, Marshall Bravestarr and Barbie and the Rockers. He also developed marketing and sponsorship programs for the Canadian premiere of Les Miserables.

A Certified Management Consultant (CMC), Duncan has been an active speaker and published writer on arts management and the development, operation and financing of arts facilities. Webb's book "Running Theaters: Best Practices for Managers and Leaders" was the first book ever written on the management of performing arts facilities. A second edition is now in development. He recently taught a course entitled "Managing in an Arts Environment" in the Arts Administration graduate program at Baruch College (CUNY.)

Number of Cultural Facility Projects Completed

400+

Years of Experience | Arts Administration

5

Years of Experience | Cultural Facility Planning

29

Education

Bachelor's Degree in Economics, University of Western Ontario

Master's Degree in Business Administration, University of Toronto

Recent Project Experience

Oneonta Theatre Feasibility Study, Oneonta, NY

Feasibility Study for Proctor's Theatre Expansion, Schenectady, NY

Feasibility Study for Arts Facilities & a Park City Arts District, Park City, UT

Operating Scenarios for White Eagle Hall, Jersey City, NJ

Feasibility Study for Performing & Visual Arts Facilities, The Woodlands, TX

NextStage: The Future of Denver's Performing Arts Complex, Denver, CO

Feasibility Study for an African American Cultural Center, Virginia Beach, VA

Feasibility Study for Expansion at Tulsa Performing Arts Center, Tulsa, OK

Feasibility Study for Expanded Performing & Visual Arts Facilities at the Goddard Center, Ardmore, OK

Feasibility Study for New Arts Facilities, Westminster, CO

COMPANY PROFILE, CAPABILITIES & QUALIFICATIONS

Carrie Blake

Senior Consultant

ROLE: PROJECT MANAGEMENT, CLIENT/COMMUNITY FACILITATION & ENGAGEMENT, DIRECTION & OVERSIGHT OF RESEARCH, ANALYZING & SYNTHESIZING RESEARCH, DELIVERABLE DEVELOPMENT

Carrie is a management consultant, researcher, project manager and administrator dedicated to the cultural sector. Since 2006, she has been a senior member of the Webb Management team. In that role, she has directed research and analysis on more than 250 studies and plans. Her recent research with Dance/NYC focused on New York City's vast fiscally sponsored arts landscape and informed the City's first ever cultural plan.

Before joining the firm, Carrie was the Associate Producer for the Office of Arts + Cultural Programming at Montclair State University (NJ) where she played a pivotal role in the establishment of Peak Performances, an ambitious new presenting, producing and commissioning program. Collaborating with innovative, experimental artists from across the nation and around the world, Carrie coordinated regional, national and world premieres while working to establish identity, presence, structure and policy for MSU's new venture.

Prior to working at MSU, Carrie developed and managed fundraising events and campaigns for both The Drama League, a New York City-based nonprofit committed to developing artists and audiences for the American theatre, and the Madison Museum of Contemporary Art (Madison, WI). While in Madison, she also supported the marketing function of the Madison Civic Center as management prepared for expansion to what is now the Overture Center.

Carrie is a proud alumna of the Bolz Center for Arts Administration at the University of Wisconsin-Madison School of Business where she completed several consulting projects, including business planning and market research for arts organizations. Her independent graduate research focused on the university arts presenters' multifarious existence within university and community contexts.

Number of Cultural Facility Projects Completed

250+

Years of Experience | Arts Administration

10

Years of Experience | Cultural Facility Planning

14

Education

Bachelor's Degree in Music, University of Kentucky

Bachelor's Degree in Arts Administration, University of Kentucky

Master's Degree in Business, Bolz Center for Arts Administration, University of Wisconsin-Madison

Selected Project Experience

Oneonta Theatre Feasibility Study, Oneonta, NY

Operating Scenarios for White Eagle Hall, Jersey City, NJ

Analysis & Planning for the Memorial Auditorium, Burlington, VT

Needs Assessment for Performing & Visual Arts Facilities, Howard County, MD

NextStage: The Future of Denver's Performing Arts Complex, Denver, CO

Feasibility Study for an African American Cultural Center, Virginia Beach, VA

Feasibility Study for New Arts Facilities, Westminster, CO

Utilization Study for the Arts at BGSU, Bowling Green, OH

METHODOLOGY

Project Understanding

Established in 1961, the Town of Flower Mound has quickly grown and become one of the most desirable places to live in the Metroplex given its convenient location, beautiful surroundings and high quality of life, particularly for families. The Town's Cultural Arts Commission has led the advancement of public arts and creative initiatives for years, most recently overseeing the development of a Cultural Master Plan to advance the arts and culture as the Town continues to mature.

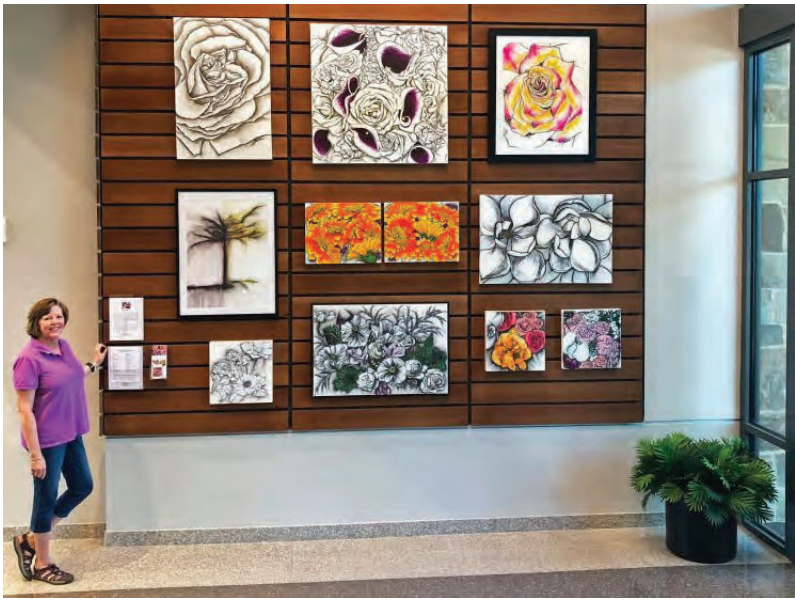


Image: Town of Flower Mound, Cross Timbers Gazette; Brenda Gribbin, artist

With a cultural plan in place, discussions around the need for a new cultural arts venue have evolved, and the Town wishes to understand if and how a new cultural arts center might be developed to meet community needs, respond to community plans and priorities and build on its record of success.

Our firm, **Webb Mgmt, is a consulting practice exclusively dedicated to the development and operation of arts facilities**. Over more than 20 years, we have developed more than 425 feasibility studies, business plans, strategic plans and provided specialized research and consulting for communities, arts facilities and organizations.

We are pleased to respond to your RFP for a Cultural Arts Center Feasibility Study with this submission, which presents our qualifications and approach to helping you understand the viability of a cultural arts center in Flower Mound. **Our proposed process will first evaluate the idea in terms of its market viability--considering audience demand, user demand, existing offerings and facilities and Flower Mound's broader goals and issues. If a new center is viable, and should you choose to move forward with the planning work, we will then help you prepare for its development and ongoing operation by creating a business plan for the recommended venue.**

METHODOLOGY

Approach

Our approach to developing a feasibility study for a new cultural arts center in Flower Mound would be based on a process that we have developed and used with over 425 public and private entities in our work around North America. Following are key elements of that approach.

- **Our approach is rooted in research and analysis.** To us, a feasibility study like this one must address supply and demand issues related to the potential venue. Our first goal in Flower Mound will be to understand whether the market has capacity to support programs and events that might take place in a new cultural arts center. Additional research would consider community plans and goals, particularly given the Town's desire to leverage arts and culture toward increased quality of life, the competitive situation for arts facilities and programs, and demand for particular types of cultural space such as exhibition, classroom, rehearsal and performance space. In addition, this planning must consider the experience of similar planning projects, communities and organizations.

- **Our work is truly objective.** Unlike physical planners like architects and designers, we would not see our work with you as the beginning of an extended working relationship. Our job will be to provide you with clear and concise information in a timely fashion to inform your decision-making. In fact, on many of our projects we have recommended that a community not proceed with a project.

- **We believe that physical, operating and financial perspectives are critical and inter-related.** We will help you consider the operating implications of various physical choices involved in developing and operating a venue, such as those around capacity (various seat counts) and flexibility (flexible vs fixed seating) so that you are well-prepared, if and when it comes time to work with architects and designers.

- **We believe that collaboration is key to a successful planning process.** We would develop our work in close collaboration with you. Our process is interactive, iterative and progressive, such that by the time the planning is complete, you will have strong understanding and ownership of the study as well as the ability to communicate its outcomes to potential funders, partners and your community.

- **The only thing certain with studies and plans for arts facilities is change.** Our work for you will be flexible enough to encourage and accommodate new opportunities as they arise. For example, any financial scenarios we develop would be delivered in a spreadsheet format so that you can modify the model as needed.

Scope of Services

The feasibility study process we are proposing for the Town of Flower Mound is organized into two parts. The first includes research and analysis to assess the viability of a new cultural arts center. If a new arts center is recommended, this work would also describe (in narrative terms) how the facility should be activated and positioned within the Flower Mound cultural scene. If the conclusion of the first phase of work is positive, and the client wishes to continue, we will develop a business/management plan for the recommended facility. Following is a description of the tasks involved in each component of the study.

Phase One: Needs Assessment

Materials Review: To begin, we will continue our review of studies on the arts and cultural development in and around Flower Mound such as the newly released Cultural Arts Master Plan. We will also review community planning documents like the Town's Comprehensive Plan and other relevant market studies related to Flower Mound and the DFW Metroplex.

Individual Interviews/Focus Groups: Also at the beginning of the study process, we would like to work with the project's leadership to coordinate a minimum of 10-20 one-on-one and group meetings with a broad cross-section of Flower Mound, including arts and cultural leaders, and leaders from the education, business, political, tourism and downtown sectors. This effort should also include strong participation on the part of any potential development partners. Typically, our conversations with these individuals inform our research and analysis on supply and demand issues facing the project. However, we understand that many of these people may have been engaged for the cultural arts planning process and will work closely with you to develop a list of agreed upon individuals and groups and ensure that we can collect the information we need without fatiguing key constituents.

Forces + Trends: We will review and summarize relevant sections of sector-wide research and reports to explore broader issues in the arts and cultural sector that may have a bearing on the development and operation of a new cultural arts center in Flower Mound, such as trends in arts audiences and consumer behavior, the role of the arts in community development, the role of the arts in education, changing views on public support of the arts and economic challenges facing the nonprofit arts sector.

Market Review: Considering recent market studies, and using relevant local and regional inputs, as well as data from Environics (a market research and resources company), we will evaluate the potential for audience development around Flower Mound in terms of population size, characteristics and potential, including the following steps:

> MARKET AREA DEFINITION: Define primary and secondary market areas for a new cultural arts center in Flower Mound using information from preliminary discussions, ticket buyer data collected from local arts facilities and organizations like the Actors Conservatory Theatre, Theatre FMPAT, Flower Mound Community Orchestra, Lewisville Lake Symphony and Voices of Flower Mound (as possible) and our own experience defining and analyzing the regional market for previous work in the Metroplex and on

similar projects in other regions.

- RESIDENT MARKET: Once the market is defined, we will conduct a demographic analysis of the defined market area, focusing on characteristics associated with arts and entertainment participation, as presented in the National Endowment for the Arts' Survey of Public Participation in the Arts. Using previously referenced demographic data from Environics, we will discuss the quality and capacity of the market to support additional arts activity in terms of its education level, age, race, socio-economic status and other key demographic indicators.
- NON-RESIDENT MARKET: We will also consider the size and characteristics of the non-resident segments of the Flower Mound and Metroplex markets, including those visiting friends and relatives, business travelers and tourists. We will review available data and consider the potential for this market segment to participate in programming at a new center.
- SPECIAL INTEREST MARKETS: Finally, we will define and estimate the size of any target markets for the new arts center, such as school children in grades K-12 given the Town's strong support for arts education, older adults with interest in lifelong learning in the arts, special needs populations or other groups.

Existing Facilities + Competitive Analysis: We will research the use and evaluate the condition of existing and planned cultural facilities in Flower Mound and the DFW region. We will visit facilities, interview facility operators and users, and conduct secondary research to understand the size/capacity, physical facility features, program content (including arts education programming), quality and availability of existing facilities. We will also consider how gaps in the inventory are limiting opportunities for programming and audience participation, and how a new cultural arts center in Flower Mound might impact the operation of existing and other planned facilities.

Uses + Users: We will survey and meet (individually or in workshop settings) with representatives of local and regional arts organizations, regional presenters and producers, event planners and other community constituents to assess demand for performing arts, entertainment and meeting facilities and the potential levels of use from broad sectors of the community. We will work with any potential users to understand their physical space needs, potential frequency of use and capacity to pay for access to a new cultural arts center and its amenities.

Potential Partners: We will identify and evaluate potential partners from the public, private and educational sectors that might play a role in the development and operation of a new venue. This will certainly include any potential developers that the City has been speaking with, but may also include other potential partners such as the School District or others.

Touring Product Potential: We will conduct research on touring programs and presenting facilities in the region. This will include interviewing regional and national promoters and impresarios, as well as agents and artist representatives, to assess the potential to bring additional touring programs to Flower Mound. We will also connect with DFW arts organizations who may be interested in run-out performances in Flower Mound. This will lead

us to identify and evaluate opportunities for presenting programs that might take place at a new venue, suggesting the kinds of product, positioning and presenting partnerships that are likely to succeed.

Benefits, Impacts & Community Goals: We will meet with a cross-section of community leadership to review planning goals and priorities in order to determine how investment in a new venue can play a role in pursuing broader community goals, including augmented education programs, community development, corporate recruitment and cultural tourism.

Recommendations & Facility Concept: Based on the analysis described above, we will offer conclusions and recommendations on the viability of a new venue and then, if appropriate, describe the capacity, form, flexibility and combination of spaces (including amenities) that should be included to respond to the market opportunity.

We will provide examples of comparable facilities and spaces in peer markets around the country, and specifically in the DFW Metroplex, to provide context and help describe recommendations, including detail on the size, components, activity, development scenario and success factors to illustrate and further validate the potential development in Flower Mound.

Workshop, Report + Presentation: We will deliver our work in draft form and meet with the project team in a workshop setting to discuss each component of the analysis and how it contributed to our overall position on the project. At this point, we will also facilitate a community workshop to share details of the process and findings and collect feedback to help us assess the level of community support before the report is finalized. We will incorporate feedback and deliver a final report.

Phase Two: Management/Business Plan

If the first phase of the study yields positive results and there is a consensus on the proposed arts center concept, we will begin a second round of work - preliminary management/business plan that details how the recommended venue should be programmed and operated, and estimates construction and annual operating costs for the arts center concept. This effort will include the following tasks.

Define Goals & Practices: To begin the business planning, we will define the vision and operating goals for the recommended arts center, covering such areas as community access, cost-recovery objectives and maximizing utility and community benefits.

Comparable Models: We will conduct additional research on comparable facilities throughout North America, and particularly in the DFW region, to inform the business plan. Key areas of research include governance, operating and funding costs/models, capital cost models, the scheduling of facilities, relationships with partners and users, levels of utility and cost, availability of similar or competing facilities, partnerships used to develop and sustain facilities, economic impacts and key factors that lead to successful operation. This effort will result in tables that summarize operating metrics to inform assumptions and projections made for the new arts center in Flower Mound.

Ownership & Management Model: We will identify and evaluate options, and propose

an operating model for the recommended arts center concept, addressing ownership, governance and operating issues such as community access, scheduling and public events. This effort will consider the merits and challenges around public and private, non-profit and commercial third party operator options. We will also suggest any other necessary elements of a governance structure to support sustainability. And we will advise the Town on opportunities for outside service providers in areas such as programming, ticketing and food and beverage operations.

Operations Workshop (with users): We will work with the Town to invite potential users of the new arts center to participate in a lively workshop where we will hone in on operating policies and practices and confirm activity estimates. Discussions will be centered around operating issues like rental rates, food service, and booking policy, culminating in a mock scheduling exercise where participants are asked to "reserve" dates needed during a typical year in the new spaces.

Programming Plan: Perhaps the most critical parts of the business plan address how often spaces will be used and how they will be animated. We will develop a programming plan for the venue and its spaces, describing program types, content and frequency with a strong focus on arts education and connections to adjacent and nearby schools. We will list types and levels of use in each space by outside renters and internally-produced and presented activity, also estimating how that utilization will evolve over time.

Facility Management Issues: We will suggest how the new venue should be operated in areas of scheduling, booking horizons, front of house operations, production management, capital planning, financial systems and controls, ticketing, marketing, security, parking management, food, beverage and other services.

Staffing & Leadership Plan: We will identify staffing requirements, set compensation ranges and recommend hiring dates relative to the opening of the center. We will also provide direction on how to develop volunteer resources to support the center's operation.

Pro-forma Operating Budget: We will construct an Excel-based pro-forma operating budget for six years of operations, starting the year before the venue opens. This financial model will be extremely detailed, including all sources of operating revenues and expenses, appropriate capital reserves, and the likely result of operations (any operating gap.) It will also account for the 'honeymoon period' that most arts facilities see, with increasing revenues in years 1 and 2 which then stabilize in subsequent years.

Economic & Tourism Impacts: We will forecast the economic impact of the new venue on Denton County, including the impacts of construction, operation and ancillary spending associated with audiences. Data from the region's Arts & Economic Prosperity Report 5 will inform estimates for audience spending beyond the cost of a ticket for resident and tourist audiences. The RIMS II model developed by the U.S. Bureau of Economic Analysis will inform estimates for the direct and indirect impacts of the venue on Flower Mound, including outputs, increased earnings and employment.

Critical Path Plan: As a final step, we will create a critical path plan that identifies key milestones and deadlines in the execution of the business plan, from the finalization of plans through the facility's opening.

Workshop, Final Report + Presentations: Here again, we will deliver a draft report and present and discuss the management/business plan in draft form with the project team. If the team desires it, we may also facilitate a community meeting at which the results of the planning process are presented and discussed with the public. We will incorporate feedback and issue a final comprehensive report that incorporates both phases of work and an executive summary.

Community Engagement

We understand that, as a community, Flower Mound has been discussing the development of a cultural arts center, and also been engaged in cultural planning, for some time. This feasibility study will require an engagement plan that allows us to collect all of the information necessary to direct the project and also provide key stakeholders with the right opportunities to participate in the effort. We would work with the Town's project team and Cultural Arts Commission to finalize the right engagement strategy before we begin, considering the following elements.

Kick-off Meetings + Communications Strategy:
We would begin the planning process with a set of kick-off meetings with representatives from project team to guide the development of the plan. Together, we would finalize the details of the plan's schedule and logistics, including the community engagement strategy.

Individual Interviews/Focus Groups:
As noted, at the out-set of the study process, we would work with the Town to identify a list and coordinate a minimum of 10-20 one-on-one and group meetings with a broad cross-section of Flower Mound, including arts and cultural leaders, and leaders from the education, business, political, tourism and downtown sectors. This group should also include potential operators and development partners.

Public Meetings:
We could facilitate at least two public gatherings during the study to audiences determined by the Town's project team, sharing information on process, findings and recommendations. These presentations would invite comments in an open, inclusive and informal setting.

Digital Surveys/Engagement:
Again, working with the Town's project team, we could create and implement web-based survey tools to collect information from study participants and the public. We would also suggest the utilization of other online tools and provide content for those channels.

Deliverables

Over the course of the study we would deliver the following information to the Town:

- Digital copies (PDF format) of reports that detail our research, conclusions and recommendations, including an Executive Summary that briefly describes the process and results.
- 15 copies of Executive Summary and bound copies of the comprehensive study delivered 4 weeks following the conclusion of our work and final presentation to staff and Council.
- A multi-tab Excel-based workbook in paper and electronic form with a detailed six-year pro-forma operating budget. Three tabs would be integrated, including an activity profile and revenue related to activities and programs, financials including all revenues, expenses and the result of operations and benchmarks that compare operating assumptions made for any recommended arts center to similar facilities in other communities;
- Research, data and materials used to analyze the market, competitive situation for arts programming and facilities and project the economic impacts of the project.
- Any raw survey data, summaries or other content related to community engagement efforts.

Timeline

We are ready and willing to begin work as soon as notice to proceed is received. We anticipate completing each phase of work over two 12 week periods, depending on our ability to access the resources and people needed in a timely manner. With support and timely feedback from the Town, clear project dates and milestones and an engagement plan finalized at the outset of the project, we will be able to complete Phase one in December, with presentations to the Cultural Arts Commission in January and Town Council in February.

Work Sample

We have worked with many public sector clients that place our work in the public realm for reference and use by the community. Our recent work in The Woodlands is a good example of this, and can be found at this web address.

https://www.thewoodlandstownship-tx.gov/1396/Cultural-Arts-Study

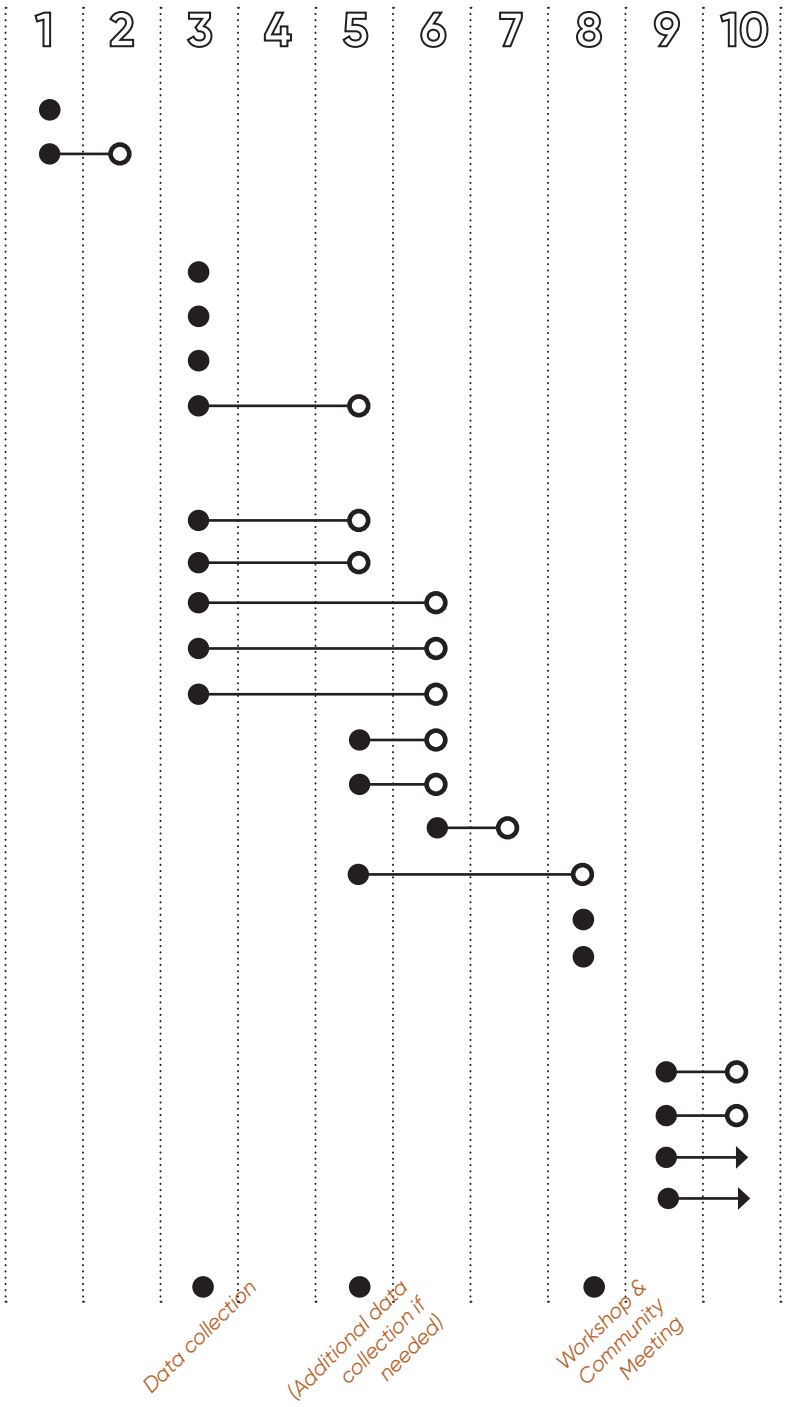
building creativity

TIMELINE

Project Schedule Phase One

WEEK

TASK



Getting Started

Project kick-off

Materials review

Data Collection

Tours of existing facilities

Individual interviews/Focus groups

Visits to any potential project sites

Community survey (if desired)

Needs Assessment

Market Analysis

Existing Facilities & Competitive Analysis

Uses & User Demand

Potential Partners

Touring Product Potential

Benefits, Impacts & Community Goals

Recommendations & Facility Concept

Comparable Facilities & Projects

Draft Report/Presentation Deck

Workshop

Community Meeting (if desired)

Finalizing

Incorporate Feedback

Finalize Deliverables

CAC Presentation

Council Presentation

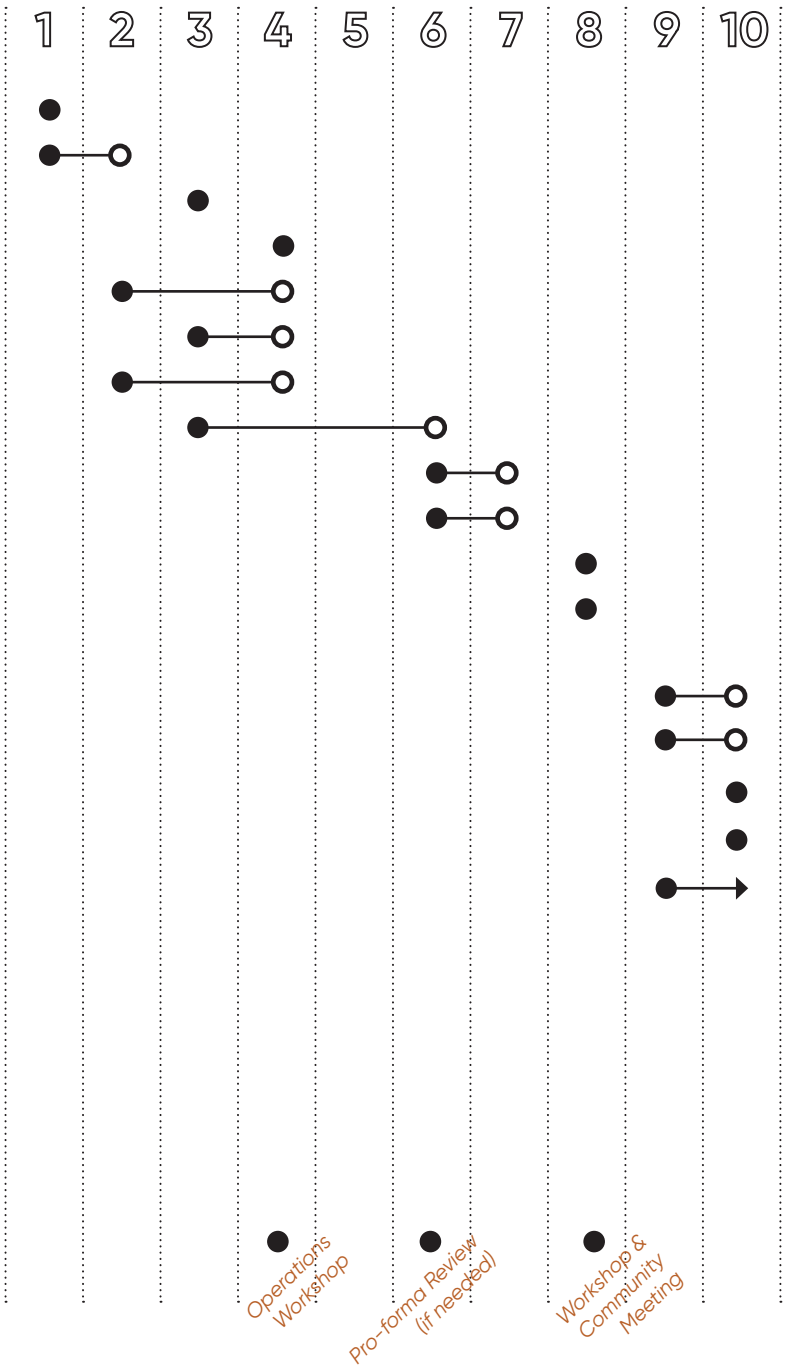
SITE VISITS

TIMELINE

Project Schedule Phase Two [if needed]

WEEK

TASK



Management/Business Plan

Define Goals & Practices

Comparable Models

Ownership & Management Model

Operations Workshop (with users)

Programming Plan

Facility Management

Staffing & Leadership Plan

Pro-forma Operating Budget

Economic & Tourism Impacts

Critical Path Plan

Workshop

Community Meeting (if desired)

Finalizing

Incorporate Feedback

Finalize Deliverables

CAC Presentation

Council Presentation

Ongoing Advice

SITE VISITS

REQUIRED SERVICES & FEES

Fee Proposal & Arrangements

We propose fixed professional fees and expenses as follows to complete the services described in this proposal. Fees are split between the two phases of work. There is no need to contract more than one phase at a time.

PHASE	FEE	EXPENSES
Needs Assessment:	$24,500	
Travel (3 trips at 1,200)		$3,600
Market Data		$400
Total:	**$24,500**	**$4,000**
Management/Business Plan:	$22,500	
Travel (3 trips at 1,200)		$3,600
BEA Economic Multipliers		$275
Total:	**$22,500**	**$3,875**

We typically bill fees monthly based on the progress of the study. Expenses would be billed monthly as incurred with no mark-up.

This proposal is valid for a period of 30 days, beginning on October 1, 2019.

building creativity

PROOF OF INSURANCE

Client#: 87823 WEBBMANA

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/29/2019

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

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

PRODUCER
Frenkel & Company
350 Hudson Street
4th Floor
New York NY 10014

CONTACT NAME: Vicky Staley
PHONE (A/C, No, Ext): 213-787-1144 FAX (A/C, No): 213-787-1167
E-MAIL ADDRESS: vstaley@frenkel.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Co	18058
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Webb Management Services, Inc.
350 Fifth Avenue
Suite 4005
New York, NY 10118-4005

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		PHSD1407054	02/03/2019	02/03/2020	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY			PHSD1407054	02/03/2019	02/03/2020	COMBINED SINGLE LIMIT (Ea accident)	$Included
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			PHUB660621	02/03/2019	02/03/2020	EACH OCCURRENCE	$1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$1,000,000
	DED X RETENTION $10000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N 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	Property			PHSD1407054	02/03/2019	02/03/2020	BPP: $25,000	
A	Professioanal Liability			PHSD1407054	02/03/2019	02/03/2019	see below	

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

Professional Liability Limits:
Each Claim: $1,000,000, Aggregate:$1,000,000, Deductible: $5,000
%,(7.,5Ā'/::873Ā"/79Ā3-Ā"(506)(+Ā&/)5(59ĀĀĀ"80785(0Ā!576Ā#,1,27Ā(5,Ā/2*08+,+Ā(6ĀĀ++/7/32(0Ā2685,+Ā32Ā$,2,5(0Ā &/()/0/79Ā430/*9Ā4,5Ā7.,Ā(77(*.,+Ā,2+356,1,27 Ā

CERTIFICATE HOLDER

[redacted]

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

building creativity

ACKNOWLEDGEMENT OF ADDENDUM

Acknowledgment of Addenda

[illegible]

ACKNOWLEDGMENT OF ADDENDA

DW 1 7/19/19

[illegible]

Authorized Signature: Duncan Webb

Company Name: Webb Management Services

Title: President

Date: 8/1/19

NYSIF
New York State Insurance Fund

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^ ^ ^ ^ ^ ^ 133948512
WEBB MANAGEMENT SERVICES INC
501 FIFTH AVENUE SUITE 1202
NEW YORK NY 100174005

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
WEBB MANAGEMENT SERVICES INC 501 FIFTH AVENUE SUITE 1202 NEW YORK NY 100174005	TOWN OF FLOWER MOUND 2121 CROSS TIMBERS ROAD FLOWER MOUND TX 75028

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
M1327 585-4	232075	07/15/2019 TO 07/15/2020	9/6/2019

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1327 585-4, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 1041363898

TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: August 17, 2020

FROM: Caryn Riggs, Director of Financial Services

ITEM: **Consider approval of a licensing agreement with TimeClock Plus**

BACKGROUND INFORMATION: The Town currently uses TimeClock Plus timekeeping software. This software integrates with the Town's financial software for bi-weekly payroll processing. TimeClock Plus is moving to a cloud based per user fee. The current version will no longer be supported. This upgraded version will allow the Town to continue the use of hand scanners at the Community Activity Center and the mobile application for the Police Department. Additionally, the upgraded software will continue to integrate to the Town's financial software for ease of payroll processing.

There are currently 520 users of the timekeeping software. The per user fees over the next five years is as follows:

FY 2019-20 - $6,915
FY 2020-21 - $8,320
FY 2021-22 - $10,920
FY 2022-23 - $14,560
FY 2023-24 - $18,720

Starting with year 5 and going forward, the user fee will be $36 per user per year.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: $6,915

Proposed Expenditure/(Revenue):	Account Number(s):
$6,915	100-650-50000-5230

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

LEGAL REVIEW: Lindsey Hale of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the agreement and the terms and conditions as to form and legality.

ATTACHMENTS:

1.TimeClock Plus Licensing Agreement
2.TimeClock Plus Terms & Conditions

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

Attachment 1

TIMECLOCK PLUS, LLC
MASTER SERVICE ORDER FORM
MASTER LICENSING AGREEMENT

CONTRACT START DATE: _____

CLIENT INFORMATION

Bill To:	Town of Flower Mound	Contract Contact Name:	Caryn Riggs
Billing Address:	2121 Cross Timbers Rd Flower Mound, TX 75028-2602	Contract Contact Email:	caryn.riggs@flower-mound.com
Billing Contact Name:	Caryn Riggs	Support Contact Name:	Gary Bertagnolli
Billing Contact Email:	caryn.riggs@flower-mound.com	Support Contact Email:	gary.bertagnolli@flower-mound.com
Billing Contact Phone:	972-874-6023	Support Contact Phone:	972-874-6051

BILLING TERMS

INITIAL SERVICE TERM	BILLING CYCLE	PAYMENT TERMS	PAYMENT METHOD	START DAY OF WEEK
1 Year	Annually	Net 30	Net Terms / PO	Monday

For Credit Card or Bank Draft Payment complete one of the following:

CARD TYPE	CARD NUMBER	EXPIRATION DATE

FINANCIAL INSTITUTION	ACCOUNT NUMBER	ROUTING NUMBER	CITY & STATE

☐ **Credit Card and Bank Draft Billing Terms:**

Client hereby authorize TimeClock Plus, LLC ("TCP") to draft from the indicated account or charge the indicated credit card for TimeClock Plus Services and other applicable fees. Client agrees that this is one-time or, as applicable, a recurring charge that will be made according to the billing cycle selected, and that to terminate any recurring billing process Client must either cancel this Agreement under the terms outlined herein, or arrange for an alternative method of payment prior to the next billing cycle.

Client understands that cancellations must be made in writing as outlined in the TimeClock Plus Licensing Agreement. Client further understands that Services rendered are not refundable.

If utilizing recurring bank draft, Client acknowledges that the origination of ACH transactions from Client's account must comply with the provisions of U.S. law. This authority will remain in effect until Client has cancelled it in writing.

Recurring payments will be initiated by TCP within 3 business days from the invoice date stated on your monthly invoice. If a charge is rejected for any reason, TCP will initiate another charge in the same amount, on the invoice due date. If the second draft is rejected and no other provision is made for payment on or before the invoice due date, your payment will be considered delinquent.

☒ **Net Payment Terms:**

The balance of outstanding invoices shall be due and payable in accordance with the payment terms selected in the Billing section of this Agreement. Client agree to pay TCP for products and services at our offices at 1 Time Clock Drive, San Angelo, TX 76904.

SERVICE TERMS & CONDITIONS

TimeClock Plus, LLC ("TCP"), a Delaware limited liability company, will provide Client and its authorized Employees and Users access to the Services during the Initial Service Term. TCP shall make Services available to Client twenty-four (24) hours a day, seven (7) days a week except for interruptions by reason of maintenance or downtime beyond TCP's reasonable control. Client will be responsible for all equipment and software required for Client to access the Internet including, without limitation, a web browser compatible with the Services. Client agrees to comply with all applicable data protection laws and to act as Data Controller, and appoint TCP as Data Processor, of Personal Data and information entered into TimeClock Plus by Client's Employees and Users. Client acknowledges that TCP is not responsible for any use or misuse of the Services by Client or its employees or contractors or for ensuring Client's adherence to applicable laws. Client understands and agrees that your use of and access to TimeClock Plus Services is subject to the complete terms and conditions (Licensing Agreement) found at:

Terms and Conditions: https://www.timeclockplus.com/terms/on-demand
Data Processing Terms: https://www.timeclockplus.com/terms/dpa
Supplemental Support & Maintenance Terms: https://www.timeclockplus.com/agreements/hardware-support (As Applicable)

Client shall pay all fees or charges in accordance with those outlined on the Invoice placed at the time of purchase. Payments will be made in advance of the Service being provided and may be made annually, quarterly or monthly, or as otherwise mutually agreed on this Master Service Order Form. Charges will be equal to the number of total employees multiplied by the applicable Monthly Employee Fee as defined in the Licensing Agreement. Total employees each month are defined as the total number of Employees who are made Active at any time and for any duration during any calendar month. Client may add additional Employees as desired each month by paying the Monthly Employee Fees, prorated through the end of the Term, for those added.

The Term of this Agreement will commence the day the web site interface for the Services is made accessible to you via the Internet or on the Contract Start Date, whichever is later, and will continue for the initial term of one (1) year ("Initial Service Term"). Thereafter this Agreement may be renewed for subsequent one (1) year terms upon the written agreement of the parties. Pricing of subsequent Terms may be subject to the renewal pricing set forth in the notes section of the TCP Invoice. Client hereby acknowledges that special pricing offered for initial Terms may not be valid at the time of renewal.

By signing this Master Service Order Form for TimeClock Plus Services, you represent, warrant and certify that (a) you are 18 years of age or older; (b) you are authorized to bind the company or organization named above under this Agreement, (c) you are authorized to use the payment method specified to engage in transactions relating to TimeClock Plus Services, including any recurring payment information, and (d) you have read, understand and agree to the terms and conditions of this Agreement.

Accepted by:

Client	**TimeClock Plus, LLC**
By:_____	**By**_____
Name: Steve Dixon	**Name:**_____
Title: Mayor	**Title:**_____

THIS TIMECLOCK PLUS ONDEMAND LICENSE AGREEMENT (the “Agreement”) is entered into as of the Effective date, by and between TimeClock Plus, LLC, a Delaware limited liability company with its principal office located at 1 Time Clock Drive, San Angelo, TX 76904 (“TCP”), and your company (“Client”).

WHEREAS, TCP and Client ("the Parties") desire to enter into this Agreement for the provision of hosted services by TCP to Client, as provided herein.

NOW, THEREFORE, in reliance on the mutual covenants and promises, representations and agreements set forth herein, the parties agree as follows:

1. **Definitions.**
    1. “Active Employee” means an Employee that has not been marked as either terminated or suspended within the TCP Services for whom Client is required to pay a fee under this Agreement.
    2. “Affiliate” means any parent or subsidiary corporation, and any corporation or other business entity controlling, controlled by or under common control with a Party.
    3. “Biometric Data” means any information based on an individual’s retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry which is used to identify an individual, regardless of how it is captured, converted, stored or shared.
    4. “Client Data” means all of Client’s data processed or stored by or transmitted to TCP in connection with the TCP Services, including, without limitation, all Personal Data contained therein.
    5. “Designated User” means an individual Employee who is authorized by Client to use the TCP Services on behalf of the Client, and whose Personal Data may be processed or stored by or transmitted to TCP in connection with the TCP Services.
    6. “Employee” means Client’s individual employee, worker, consultant, substitute or contractor.
    7. “Global Data Privacy Policy” means TCP’s Global Data Privacy Policy located at https://www.timeclockplus.com/privacy, as updated from time to time.
    8. “Hardware Support and Maintenance Agreement” means any agreement that extends services to current TimeClock Plus terminals, clocks, and biometric devices, and maintenance releases for related products purchased or licensed by the Client from TCP or a registered reseller.
    9. “Initial Term” has the meaning set forth in Section 10.
    10. “Monthly Employee Fee” means TCP’s then current fees applicable for each of Client’s Employees based on the aggregated Permissions, to access and use the TCP Services measured over the course of each calendar month, as outlined on an invoice or Order Form. This fee may be prorated during the first month of the Initial Term and may be prorated for the last month of the Initial Term.

11. "Order Form" means a written document mutually agreed upon and executed by the Parties for ordering products and/or services, and which expressly incorporates the terms of this Agreement.
12. "Permissions" means the permission(s) granted to Client's Employees to access features within TCP Services, as outlined on an invoice or Order Form. Permissions are applied within the TCP Services by Client's Designated Users.
13. "Personal Data" means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular Employee or Designated User.
14. "Subprocessor" means any third party entity that processes Personal Data on behalf of TCP and to which TCP discloses Personal Data for a business purpose pursuant to a written contract, provided that the contract prohibits such entity from retaining, using, or disclosing the Personal Data for any purpose other than for the specific purpose of performing the services identified in such contract.
15. "Supported Hardware" means any hardware purchased from TCP that is coverable under a TCP Support and Maintenance Agreement.
16. "TCP Services" means the hosted TimeClock Plus software application hosted by TCP in accordance with TCP's then-current hosting environment, any associated documentation, and any ancillary services described in this Agreement or an Order Form.
17. "TCP Technology" means the computer hardware, software and other tangible equipment and intangible computer code contained therein used by TCP in the provision of the TCP Services.
18. "Term" has the meaning set forth in Section 10.
19. "Use Fees" means the fees set forth on the applicable invoice or Order Form, including, but not limited to, Monthly Employee Fees and Hardware Support and Maintenance Agreement Fees.

2. **Delivery of Services.**
    1. <u>TCP Services.</u> Subject to the terms and conditions of this Agreement and the Global Data Privacy Policy, TCP grants to Client, its Affiliates and their Designated Users a limited, non-transferable (except in compliance with Section 22), nonexclusive right and subscription license to access and use the TCP Services during the Term only for the internal business purposes of processing, storing and maintaining Client Data. TCP shall provide to Client the TCP Services during the Term in accordance with the terms and conditions of this Agreement, the Global Data Privacy Policy, and any additional terms outlined in an Order Form or Hardware Support and Maintenance Agreement, as applicable.
    2. <u>Client Responsibilities.</u> Client's use of the TCP Services is subject to the terms of this Agreement, the Global Data Privacy Policy and any additional terms outlined in an Order Form or Hardware Support and Maintenance Agreement, as applicable.

1. Access. Client is responsible for maintaining the confidentiality of Client's account and password and for restricting access to its computer systems, and Client agrees to accept responsibility for all activities that occur under Client's account or password, including but not limited to any acts or omissions by Designated Users. Client shall inform each Designated User of the terms and conditions governing such Designated User's use of the TCP Services as set forth herein and shall cause each Designated User to comply with such terms and conditions. Client acknowledges that, except for third parties contracting with TCP, TCP is not responsible for third party access to Client's account caused by Client's failure to maintain the confidentiality of Client's account and password or Client's failure to restrict access to its computer systems, including, without limitation, third party access that results from theft or misappropriation of Client's account. TCP reserves the right to refuse or cancel service or terminate accounts, in its sole discretion should Client either (i) fail to restrict access to its computer systems or Client's account and password, or (ii) Client fail to restrict access to its computer systems, and only then in accordance with Paragraph 10.
2. Restrictions on Use. Client acknowledges and agrees that Client will not knowingly use the TCP Services for the benefit of any third party. Client agrees not knowingly , not knowingly attempt to, nor knowingly allow any third party to: (i) use the TCP Services in any manner that could damage, disable, overburden, or impair TCP's servers or networks or interfere with any other party's use and enjoyment of the TCP Services; (ii) attempt to gain unauthorized access to any services, user accounts, computer systems, or networks through hacking, password mining, or any other means; (iii) copy, distribute, rent, lease, lend, sublicense or transfer the TCP Services, make the TCP Services available to any third party or use the TCP Services on a service bureau or time sharing basis, (iv) decompile, reverse engineer, or disassemble the TCP Services or otherwise attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the TCP Services, (v) create derivative works based on the TCP Services; (vi) modify, remove, or obscure any copyright, trademark, patent or other notices or legends that appear on the TCP Services or during the use and operation thereof; (vii) publicly disseminate performance information or analysis (including benchmarks) relating to the TCP Services; (viii) use the TCP Services to develop a competitive product offering; or (ix) use the TCP Services in a manner which violates or infringes any laws, rules, regulations, third party intellectual property rights, or third party privacy rights. Client may not use any automated means, including agents, robots, scripts, or spiders, to access or

manage the TCP Services, except solely to the extent as may be specifically enabled and authorized by TCP in writing. TCP may take any legal and technical measures to prevent the violation of this provision and to enforce this Agreement.

3. Third Party Services.
    1. Client may require the TCP Services to interoperate with platforms or other online services operated by third parties ("Third-Party Platforms") pursuant to an agreement between TCP and the operators of such Third-Party Platforms, an agreement between Client and the operators of such Third-Party Platforms, or through application programming interfaces ("APIs") or other means of interoperability which are generally made available by such operators.
    2. Client hereby grants TCP the limited right to access such Third-Party Platforms with Client's credentials and on behalf of the Client in connection with the performance of the TCP Services. Client acknowledges and agrees that TCP's agreements with the operators of such Third-Party Platforms and the terms governing the use of APIs may be modified, suspended or terminated at any time, and TCP shall have no liability with respect to any such modification, suspension or termination. Client is responsible for ensuring that its use of the TCP Services in connection with any Third-Party Platform, and TCP's access to such Third-Party Platforms on Client's behalf, complies with all agreements and terms applicable to such Third-Party Platform.
4. Client Data.
    1. General. Client hereby grants TCP a worldwide, royalty-free, non-exclusive, limited license to use, host, copy, transmit, display, modify and create derivative works of Client Data for the express purpose of providing the TCP Services. Client acknowledges and agrees that it will determine the means and purposes of processing Client Data, and that TCP acts solely as a service provider that processes Client Data on behalf of and at the direction of Client for the sole purpose of performing the TCP Services under this Agreement. Client is responsible for ensuring that all Designated Users who provide instructions to TCP on Client's behalf are authorized to do so. Client shall have sole responsibility for the accuracy, quality, content, legality and use of Client Data and the means by which any Personal Data is obtained from Designated Users and Employees and transferred to TCP, and Client is solely responsible for any transfer of Personal Data by Client to any third party data controller or data processor (e.g., human resources or payroll application), and TCP shall have no liability in connection therewith. Client agrees to implement data protection-related procedures that will not be less protective than those imposed on TCP by this Agreement and the Global Data Privacy Policy.

2. Restrictions on TCP's Processing of Client Data. TCP is expressly prohibited from processing any Client Data for any purpose other than for the specific purpose of performing the TCP Services, unless requested by Client or required by applicable law. TCP is expressly prohibited from selling Personal Data under any circumstances and for any purpose. No other collection, use, disclosure or transfer (except to Subprocessors in accordance with Section 2.4.3) of Client Data is permitted without the express prior written instruction of Client. TCP acknowledges and agrees that it understands and will comply with each of the restrictions and obligations set forth in this Section 2.4.2.
3. Subprocessors. TCP has appointed Subprocessors for the purpose of providing data hosting and security services. Client acknowledges and agrees that Subprocessors may process Client Data in accordance with the terms of this Agreement, the Global Data Privacy Policy and any Order Form. TCP's agreements with its Subprocessors impose data protection-related processing terms on such Subprocessors that are not less protective than the terms imposed on TCP in this Agreement and the Global Data Privacy Policy. The Global Data Privacy Policy contains an overview of the categories of Subprocessors involved in the performance of the relevant TCP Services. The appointment of a Subprocessor to perform part or all of the TCP Services hereunder shall not relieve TCP of any liability under this Agreement.

3. **Data Security.**
   1. Security Standards.
      1. TCP shall implement reasonable security procedures consistent with industry standards to protect Client Data from unauthorized access, including without limitation (i) industry-standard encryption of data at rest within TCP's data centers; (ii) web application firewalls; (iii) virus detection and anti-virus software; (iv) authentication techniques, such as user names and passwords, or authorization formats, which limit access to particular TCP personnel; and (v) additional security controls consistent with SOC 2 Type II reporting standards.
      2. The Parties shall implement administrative, technical and physical security procedures consistent with industry standards and applicable data protection laws to protect Client Data from unauthorized access, including by adopting access policies that prevent the internal sharing or inadvertent communication of login credentials.
      3. Client is responsible for reviewing the information made available by TCP relating to data security and making an independent determination as to whether the TCP Services meet Client's requirements and obligations under applicable data protection laws. Client acknowledges that data security measures taken by TCP are

subject to technical progress and development and TCP may update or modify such security measures from time to time, provided that such updates and modifications do not result in the degradation of the overall security of the TCP Services.

2. Security Breach Notifications. TCP will promptly report to Client any unauthorized access to Client Data within TCP's or its Subprocessors' systems upon discovery and in accordance with applicable data breach notification laws. TCP will use diligent efforts to promptly remedy any breach of security that permitted such unauthorized access. TCP's notification of or response to any security incident under this Section 3.2 shall not be construed as an acknowledgment by TCP of any fault or liability with respect to such security incident.
3. Data Backup and Retention. TCP shall undertake commercially reasonable efforts to backup Client Data with a restore point objective of twenty-four (24) hours. Client Data shall be backed up and retained in accordance with TCP's retention policy as set forth in the Global Data Privacy Policy.

4. **Data Privacy.** TCP will process Employee Personal Data in accordance with the terms of this Agreement, the Global Data Privacy Policy and all applicable data protection laws. Client must maintain its own data collection, disclosure, retention, and storage policies in compliance with applicable law.
    1. Biometric Data. To the extent that Client collects, captures, stores, or otherwise uses Biometric Data relating to an individual, Client must (i) first inform the individual from whom Biometric Data will be collected, in writing and prior to collecting his or her Biometric Data, that Biometric Data is being collected, stored, and/or used; (ii) indicate, in writing, the specific purpose(s) (which may not be other than employment-related purposes) and length of time for which Biometric Data is being collected, stored, and/or used; and (iii) receive a written release from the individual (or his or her legally authorized representative) authorizing the Client, TCP, TCP's third-party service providers (who are subject to restrictions no less restrictive than those imposed on TCP herein) to collect, store, and/or use the Biometric Data and authorizing the Client to disclose such Biometric Data to TCP and TCP's third-party service providers.
    2. Requests. Client agrees to adopt a commercially reasonable policy for managing data requests from Designated Users and Employees, which policy shall safeguard the rights of such data subjects and respect the original purpose of such data collection. Client, as the Party which determines the means and purposes for processing Client Data, shall be responsible for receiving, investigating, documenting, and responding to all Designated User and Employee requests for inspection or erasure of Personal Data. TCP shall honor all requests for inspection or erasure of Personal Data forwarded by Client.
    3. Assistance. If Client receives a request from a Designated User or Employee to exercise such individual's rights under applicable data protection laws,

and Client requires TCP's assistance to respond to such request in accordance with applicable data protection laws, TCP shall assist the Client by providing any necessary information and documentation that is under TCP's control. TCP shall be given reasonable time to assist the Client with such requests in accordance with applicable law.

4. Privacy Policy. Where required by law, Client agrees to adopt a privacy policy in alignment with this Agreement and all applicable laws governing the collection, use, transfer and retention of Personal Data. Client agrees to provide TCP, upon reasonable request, Client's adopted privacy policy.

5. **Confidential Information.**
    1. Each Party (the "Receiving Party") acknowledges that it will have access to certain confidential information of the other Party (the "Disclosing Party") concerning the Disclosing Party's business, plans, customers, software, technology and products, other information held in confidence by the Disclosing Party, and Personal Data. In addition, a Disclosing Party's confidential information will include (i) all information in tangible or intangible form that is marked or designated as confidential and (ii) the TCP Technology and related algorithms, logic, design, specifications, and coding methodology, and to the extent permitted by law, the terms and conditions of this Agreement, but not its existence (all of the foregoing being referred to as "Confidential Information"); and (iii) Client Data.
    2. The Receiving Party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the Disclosing Party's Confidential Information, and will take reasonable precautions to protect the confidentiality of such Confidential Information in at least the same manner as is necessary to protect its own Confidential Information and in accordance with applicable data protection laws. To the extent that the Receiving Party is permitted to retransmit any Confidential Information it receives from the Disclosing Party, the mode of retransmission must be at least as secure as the mode by which the Disclosing Party transmitted the Confidential Information to the Receiving Party.
    3. Information will not be deemed Confidential Information hereunder if such information: (i) is known to the Receiving Party prior to receipt from the Disclosing Party, whether directly or indirectly, from a source other than one having an obligation of confidentiality to the Disclosing Party; (ii) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party, whether directly or indirectly, from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (iv) is independently

developed by the Receiving Party without use of or reference to the Confidential Information.

6. **Cooperation With Authorities.** If either Party is requested to disclose all or any part of any Confidential Information under a subpoena or inquiry issued by a court of competent jurisdiction or by a judicial or administrative agency or legislative body or committee, the Receiving Party shall (i) immediately notify the Disclosing Party of the existence, terms and circumstances surrounding such request; (ii) consult with the Disclosing Party on the advisability of taking legally available steps to resist or narrow such request and cooperate with the Disclosing Party on any such steps it considers advisable; and (iii) if disclosure of the Confidential Information is required or deemed advisable, exercise its best efforts to obtain an order, stipulation or other reasonably acceptable assurance that the Confidential Information or part thereof required to be disclosed shall retain its confidentiality and remain otherwise subject to this Agreement. Although TCP will not systematically monitor the Client Data, TCP reserves the right, upon prior written notice to Client, to remove access to Client Data to comply with applicable law, provided, however, that access to such Client Data will be restored upon a mutual determination of the Parties that such Client Data is in compliance with, or has been modified to be in compliance with, applicable law. The parties acknowledge that Client is a governmental entity subject to the Texas Public Information Act ("TPIA"). Nothing herein shall be construed as prohibiting Client from complying with its obligations under the TPIA.
7. **Supplemental Services; Master Agreement.**
    1. TCP may provide to Client supplemental services in accordance with a Statement of Work or a separate services agreement.
    2. Client may elect to purchase additional products and services via Order Forms from time to time. The Parties agree that this Agreement is a master agreement such that additional transactions will be governed by the terms and conditions hereof. Pricing for additional transactions shall be in accordance with TCP's then-current pricing schedule. Client agrees that, absent TCP's express written acceptance thereof indicated by execution by an officer of TCP, the terms and conditions contained in any purchase order or other document issued by Client to TCP for the purchase of additional services, shall not be binding on TCP to the extent that such terms and conditions are additional to or inconsistent with those contained in this Agreement.
8. **Use Fees.**
    1. In consideration for the performance of the TCP Services, Client shall pay TCP the Use Fees. During the Term, Client will be billed in advance an amount equal to the annual charges as indicated in the applicable invoice or Order Form. All other charges for TCP Services received and expenses incurred during a month will be billed at the end of the month in which the TCP Services were provided. Payment by Client for all Use Fees is due upon receipt of each TCP invoice, and in no event shall such payment be received

by TCP later than thirty (30) days after the invoice, except in cases where a Net Terms Agreement has been authorized by TCP. All payments will be made to TCP at its offices in San Angelo, Texas, in U.S. dollars.

2. Subsequent to the Initial Term specified in an applicable Order Form or this Agreement, TCP may increase the Use Fees at any time effective thirty (30) days after providing notice to Client; provided, however, that any such increase will not occur more than once in a consecutive twelve (12) month period and such increase shall not exceed five percent (5)%.
3. TCP Services charges will be equal to the number of total Active Employees multiplied by the Monthly Employee Fee which is based on the aggregated Permissions for each Active Employee. Client is responsible for Monthly Employee Fees for the total number of Active Employees who are made active during any calendar month. Client may add additional Employees or Permissions as desired each month, by paying the Monthly Employee Fees on the next billing cycle. Client agrees to promptly update the status in the TCP Services for any Active Employee who has been terminated or suspended.
4. Employees added at any time during a calendar month will be charged in full for that billing period. Because Client is billed in advance for TCP Services, if Client increases its Active Employee count or increases Permissions during a calendar month, Client will receive an invoice reflecting the increased Active Employee count with overage charges incurred from the previous month and prorated over the number of months remaining in the Term. The license for an Active Employee who has been terminated or suspended may be reused for a new Active Employee.
5. Hardware Support and Maintenance charges will be equal to the percentage set forth in the applicable Hardware Support and Maintenance Agreement multiplied by the total purchase price of the Supported Hardware.

9. **Taxes. Intentionally Removed**
10. **Term; Guaranteed Payment.** This Agreement commences on the Effective Date and, unless terminated earlier in accordance with Section 11, will remain in effect for the initial term of one (1) year(s) ("Initial Term"). Thereafter, this agreement may be renewed for subsequent one (1) year terms upon the written agreement of the parties (the Initial Term and subsequent renewal terms being referred to as the "Term"). Any associated Hardware Support and Maintenance Agreement for Supported Hardware which is incorporated with the TCP Services shall also renew for subsequent one (1) year terms upon the renewal of this Agreement.
11. **Termination for Cause.** A Party may terminate this Agreement for cause if (i) the other Party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same, or in the case of failure to pay Use Fees, thirty (30) days; (ii) the other Party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors; or (iii) the other Party becomes the subject of an involuntary

petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, and such petition or proceeding is not dismissed within sixty (60) days of filing. Notwithstanding the foregoing, if a material breach by either Party, by its nature, cannot be cured, the other party may terminate this Agreement immediately.

12. **Effect of Termination.** Without prejudice to any right or remedy of a Party with respect to the other Party's breach hereunder, upon the effective date of any termination of this Agreement:
    1. TCP's obligation to provide the TCP Services shall immediately terminate;
    2. after such termination and upon Client's reasonable request, no later than thirty (30) days from termination, TCP shall provide Client Data to Client in a SQL database file format; and
13. **Intellectual Property Ownership.** Subject to the limited rights expressly granted hereunder, TCP reserves all right, title and interest in and to the TCP Services and TCP Technology, including all intellectual property rights embodied therein, which shall remain the sole and exclusive property of TCP or its licensors. No rights are granted to Client hereunder other than as expressly set forth herein. This Agreement does not transfer from TCP to Client any ownership interest in the TCP Services or TCP Technology, and does not transfer from Client to TCP any ownership interest in Client Data.
14. **Client Representations and Warranties.**
    1. Client represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of Client's obligations and use of the TCP Services by Client, its Designated Users and Employees will not violate any applicable laws, including all applicable domestic and international data protection laws, or cause a breach of duty to any third party, including Employees.
    2. Client represents and warrants that all Personal Data included in the Client Data has been collected from all Employees and Designated Users and will be transferred to TCP in accordance with all applicable data protection laws,. Client acknowledges and agrees that (i) TCP is a service provider and processes Client Data solely on behalf of and at the direction of Client, and exercises no control whatsoever over the content of the Client Data passing through the TCP Services or that is otherwise transferred by Client to TCP, and (ii) it is the sole responsibility of Client to ensure that the Client Data passing through the TCP Services or that is otherwise transferred by Client to TCP complies with all applicable laws and regulations, whether now in existence or hereafter enacted and in force.
    3. Client represents and warrants that its Affiliates' use of the TCP Services, if any, shall not relieve Client of any liability under this Agreement, and Client shall be responsible and liable for the acts and omissions of its Affiliates hereunder as if performed or omitted by Client.
    4. In the event of any breach of any of the foregoing representations or warranties in this Section 14, in addition to any other remedies available at

law or in equity, TCP will have the right to suspend immediately any TCP Services if deemed reasonably necessary by TCP to prevent any harm to TCP and its business. TCP will provide notice to Client and an opportunity to cure, if practicable, depending on the nature of the breach. Once cured, TCP will promptly restore the TCP Services.

15. **TCP Representations and Warranties.**TCP represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of its obligations and delivery of the TCP Services to Client will not violate any applicable laws or regulations of the United States or cause a breach of any agreements between TCP and any third parties.
16. **Mutual Representations and Warranties.** Each Party represents and warrants that it has implemented a comprehensive written information security program that includes appropriate administrative, technical and physical safeguards to: (i) ensure the safety and confidentiality of Personal Data; (ii) protect against unauthorized access to and use of Personal Data; (iii) protect against anticipated threats or hazards to the security or integrity of Personal Data, and (iv) comply with applicable data protection laws.
17. **Limited Warranty.** TCP represents and warrants that the TCP Services and related products as described with this Agreement will perform in accordance with all TCP published documentation, contract documents, contractor marketing literature, and any other communications attached to or referenced in this Agreement, and that the TCP Services will be free of errors and defects that materially affect the performance of the TCP Services ("Limited Warranty"). Except as otherwise provided in Paragraph 11, Client's sole and exclusive remedy for breach of the Limited Warranty shall be the prompt correction of non-conforming TCP Services at TCP's expense.
18. **Warranty Disclaimer.** EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 17 (LIMITED WARRANTY), THE TCP SERVICES ARE PROVIDED BY TCP ON AN "AS IS" BASIS, AND CLIENT'S USE OF THE TCP SERVICES IS AT CLIENT'S OWN RISK. TCP AND ITS SUPPLIERS DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AGAINST HIDDEN DEFECTS, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. TCP DOES NOT WARRANT THAT THE TCP SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. NOTHING STATED OR IMPLIED BY TCP WHETHER THROUGH THE TCP SERVICES OR OTHERWISE SHOULD BE CONSIDERED LEGAL COUNSEL. TCP HAS NO RESPONSIBILITY TO NOTIFY CLIENT OF ANY CHANGES IN THE LAW THAT MAY AFFECT USE OF THE TCP SERVICES. ANY ORAL STATEMENT OR IMPLICATION BY ANY PERSON CONTRADICTING THE FOREGOING IS UNAUTHORIZED AND SHALL NOT BE BINDING ON TCP. CLIENT ACKNOWLEDGES THAT IN ENTERING INTO THIS AGREEMENT, CLIENT HAS RELIED UPON CLIENT'S OWN EXPERIENCE, SKILL AND JUDGMENT TO EVALUATE THE TCP SERVICES AND THAT CLIENT HAS SATISFIED

ITSELF AS TO THE SUITABILITY OF SUCH SERVICES TO MEET CLIENT'S BUSINESS AND LEGAL REQUIREMENTS.

19. **Indemnification.**
    1. Client hereby acknowledges and agrees that TCP may not be aware of all rights available to Client's Designated Users or Employees under all data protection regimes.
    2. TCP SHALL INDEMNIFY AND HOLD CLIENT HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING BUT NOT LIMITED OT REASONABLE ATTORNEYS FEES, ARISING OUT FO THIRD PARTY CLAIMS, BUT ONLY IF AND TO THE EXTENT CAUSED DIRECTLY AND PROXIMATELY BY THE WILLFUL MISCONDUCT OR THE NEGLIGENT ACTS OR OMMISSIONS OF TCP OR ITS EMPLOYEES, AGENTS, REPRESENTATIVES, CONSULTANTS, OR ITS SUBCONTRACTORS WITH RESPECT TO THE PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT. In addition,TCP will indemnify, defend and hold harmless Client and its Affiliates (the "Client Indemnitees") from and against any lawsuit, liability, loss, cost or expense actually incurred or suffered by a Client Indemnitee of every kind and nature to the extent caused by or resulting from a third-party claim made against a Client Indemnitee that the TCP Technology infringes on any U.S. intellectual property right of a third party; provided, however, that TCP is notified in writing of such claim promptly after such claim is made upon Client. TCP shall have the right to control any defense provided pursuant to this Section 19.2. In no event shall Client settle any such claim without TCP's prior written approval. If such a claim is made or if the TCP Technology, in TCP's opinion, is likely to become subject to such a claim, TCP may, at its option and expense, either (i) procure the right to continue using the TCP Technology or portion thereof, or (ii) replace or modify the TCP Technology or portion thereof so that it becomes non-infringing. If TCP determines that neither alternative is reasonably practicable, TCP may terminate this Agreement with respect to the portion of the TCP Technology infringing or alleged to infringe. TCP shall have no liability or obligation under this Section 19.2 if the claim arises from (i) any alteration or modification to the TCP Technology other than by TCP, (ii) any combination of the TCP Technology with other programs or data not furnished by TCP, or (iii) any use of the TCP Technology prohibited by this Agreement or otherwise outside the scope of use for which the TCP Technology is intended.
20. **Liability Limitation.** Except for claims arising out of Section 19.2 (TCP's Intellectual Property Indemnity) and Section 5 (Confidential Information), in no event shall TCP's aggregate liability, if any, including liability arising out of contract, negligence, strict liability in tort or warranty, or otherwise, exceed the sum of amounts paid by Client to TCP during the twelve (12) months immediately prior to the date of the claim.
21. **Notices.** Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by

email (provided delivery is confirmed), or U.S. Mail (registered or certified only), return receipt requested, to the address set forth on the initial page hereof.

22. **Assignment.** This Agreement shall not be assigned by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld; provided, however, that either Party may, without the prior consent of the other, assign all of its rights under this Agreement to (i) such Party's parent company or a subsidiary of such Party, (ii) a purchaser of all or substantially all of such Party's assets related to this Agreement, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which such Party is participating. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.
23. **Continuing Obligations.** Those clauses the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue in full force and effect in accordance with their terms notwithstanding the expiration or termination hereof, such clauses to include the following: (i) any and all warranty disclaimers, limitations on or limitations of liability and indemnities granted by either Party herein; (ii) any terms relating to the ownership or protection of intellectual property rights or Confidential Information of either Party, or any remedy for breach thereof; and (iii) the payment of taxes, duties, or any money to either Party hereunder.
24. **Marketing.** During the Term hereof, Client agrees that TCP may publicly refer to Client, orally and in writing, as a customer of TCP. Any other reference to Client by TCP requires the written consent of Client.
25. **Force Majeure.** Except for the obligation to make payments, neither Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, terrorism, acts of God, epidemic, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or complete or partial failure of the Internet (not resulting from the actions or inactions of TCP), provided that the delayed Party: (i) gives the other Party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.
26. **Dispute Resolution.** For any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination, interpretation or invalidity thereof or any Invoice, or Order Form, the Parties shall endeavor for a period of two (2) weeks to resolve the Dispute by negotiation. This period may be extended by mutual agreement of the Parties. In the event the Dispute is not successfully resolved, the Parties agree to submit the Dispute to litigation in a court of competent jurisdiction.
27. **Applicable Law; Jurisdiction; Limitations Period.** This Agreement shall be construed under the laws of the State of Texas, without regard to its principles of conflicts of law. Venue shall lie in Denton County, Texas.
28. **Counterparts; Facsimile Signatures.** This Agreement may be executed in multiple counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which shall constitute one and the same instrument. Any signature page of any such counterpart, or any email transmission thereof, may be

attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any email transmission of any signature of a Party shall be deemed an original and shall bind such Party.

29. **Miscellaneous.** This Agreement constitutes the entire understanding of the Parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the Parties. In the case of any conflict between this Agreement and the Global Data Privacy Policy, the Global Data Privacy Policy shall control. The failure of either Party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such Party thereafter to enforce any provision hereof. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

Agreed by:

Client:	TimeClock Plus, LLC.
By:_____	By:_____
Name: Steve Dixon, Mayor	Name:_____
Dated:_____	Dated:_____

TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: August 17, 2020

FROM: Caryn Riggs, Director of Financial Services

ITEM: **Consider approval of a third amendment to a Tower/Ground Lease Agreement between the Town and AT&T located at 5701 Morriss Road.**

BACKGROUND INFORMATION: The original agreement was dated May 15, 2000, amended on February 8, 2013 and on December 17, 2014. The agreement is due to expire on August 31, 2020. This third amendment extends the lease terms to August 31, 2045. Additionally, this extension increases the annual lease amount from $16,461.36 to $18,930.56 and the annual lease amount will increase every five years by 15%. No additional equipment will be added to the Tower.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: $18,930.56 revenue

Proposed Expenditure/(Revenue):	Account Number(s):
($18,930.56)	100-4510

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 agreement as to form and legality.

ATTACHMENTS:

1.Third Amendment

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

Cell Site No.: DXL06061
Cell Site Name: Morris/Marcus HS
Fixed Asset No.: 10009303
Market: N. TX
Address: 5701 Morriss Road

THIRD AMENDMENT TO TOWER/GROUND LEASE AGREEMENT

THIS THIRD AMENDMENT TO TOWER/GROUND LEASE AGREEMENT ("**Third Amendment**") dated as of the later date below is by and between the Town of Flower Mound, Texas, having a mailing address at 2121 Cross Timbers Road, Flower Mound, Texas 75028 (hereinafter referred to as "**Lessor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address at 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319 (hereinafter referred to as "**Lessee**").

WHEREAS, Lessor and Lessee entered into a Tower/Ground Lease Agreement dated May 15, 2000, as amended by First Amendment to Tower/Ground Lease Agreement dated February 8, 2013, and as further amended by Second Amendment to Tower/Ground Lease Agreement dated December 17, 2014 (hereinafter, collectively, the "**Agreement**"), whereby Lessor leased to Lessee certain Leased Premises, therein described, that are a portion of the property ("**Property**") located at 5701 Morriss Road, Flower Mound, TX 75028; and

WHEREAS, Lessor and Lessee desire to extend the term of the Agreement; and

WHEREAS, Lessor and Lessee desire to modify, as set forth herein, the rent (as defined below) payable under the Agreement; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to clarify the scope of Lessee's permitted use of the Leased Premises; and

WHEREAS, Lessor and Lessee, in their mutual interest, further wish to amend the Agreement as set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. **Term**. The term of the Agreement shall be amended to provide that the current term, which commenced on September 1, 2015, shall expire on August 31, 2020 ("**Current Term**"), and commencing on September 1, 2020, will be automatically renewed, upon the same terms and conditions of the Agreement, for up to five (5) additional sixty (60) month terms (each an "**Extension Term**"). Hereafter, "Term" shall include the Current Term and any applicable Extension Term. The Terms will automatically renew without further action, unless one party notifies the other in writing of their intention not to renew the Agreement at least eighteen (18) months prior to the expiration of the Current Term or any Extension Term. The Parties' obligations will remain in effect during the eighteen (18) months after providing written notice of an intent not to renew. Lessor agrees and acknowledges that, except as such permitted use or other rights may be amended herein, Lessee may continue to use and exercise its rights under the Agreement as permitted prior to the first Extension Term.

Cell Site No.: DXL06061
Cell Site Name: Morris/Marcus HS
Fixed Asset No.: 10009303
Market: N. TX
Address: 5701 Morriss Road

2. **Future Rent Increase / Extension Term Increase**. The Agreement is amended to provide that commencing on September 1, 2020, current rent shall increase by fifteen percent (15%) to $18,930.56 annually and shall thereafter increase by fifteen percent (15%) at the beginning of each Extension Term.

3. **Permitted Use**. Lessee, its personnel, invitees, contractors, agents, authorized sublessees, or assigns may use the Leased Premises, at no additional cost or expense, for the transmission and reception of any and all communications signals and to modify, replace, upgrade, or refurbish the equipment and/or improvements thereon, including but not limited to the number and type(s) of antennas,(collectively, "Communications Facility"), or relocate the same within the Leased Premises at any time during the term of the Agreement for any reason, or in order to be in compliance with any current or future federal, state, or local mandated application, including but not limited to emergency 911 communication services, or for any other reason. Lessor shall reasonably cooperate with Lessee in its efforts to obtain governmental and other use permits or approvals necessary or desirable for the foregoing permitted use. If Lessor does not comply with the terms of this section, in addition to any other rights it may have at law, Lessee may terminate the Agreement and shall have no further liability to Lessor. If Lessor does not comply with the terms of this section, Lessee will have the right to exercise any and all rights available to it under law and equity, including the right to cure Lessor's default and to deduct the costs of such cure from any monies due to Lessor from Lessee.

4. **Acknowledgment**. Lessor acknowledges that: 1) this Third Amendment is entered into of the Lessor's free will and volition; 2) Lessor has read and understands this Third Amendment and the underlying Agreement and, prior to execution of this Third Amendment, was free to consult with counsel of its choosing regarding Lessor's decision to enter into this Third Amendment and to have counsel review the terms and conditions of this Third Amendment; 3) Lessor has been advised and is informed that should Lessor not enter into this Third Amendment, the underlying Agreement between Lessor and Lessee, including any termination or non-renewal provision therein, would remain in full force and effect.

5. **Notices**. Section 16 of the Agreement is hereby deleted in its entirety and replaced with the following:

"NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent. Notices will be addressed to the parties as follows:

If to Lessee:

New Cingular Wireless PCS, LLC
Attn.: Network Real Estate Administration
Re: Cell Site #: DXL06061
Cell Site Name: Morris/Marcus HS (TX); Fixed Asset No.: 10009303
1025 Lenox Park Blvd. NE

Cell Site No.: DXL06061
Cell Site Name: Morris/Marcus HS
Fixed Asset No.: 10009303
Market: N. TX
Address: 5701 Morriss Road

3rd Floor
Atlanta, GA 30319

With a required copy of the notice sent to the address above to AT&T Legal at:

New Cingular Wireless PCS, LLC
Attn.: AT&T Legal Department
Re: Cell Site #: DXL06061
Cell Site Name: Morris/Marcus HS (TX); Fixed Asset No.: 10009303
208 S. Akard Street
Dallas, Texas, 75202-4206

And as to Lessor:

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

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein."

6. **Charges**. All charges payable under the Agreement such as utilities and taxes shall be billed by Lessor within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Lessor, and shall not be payable by Lessee. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Lessor. The provisions of this subsection shall survive the termination or expiration of the Agreement.

7. **Other Terms and Conditions Remain**. In the event of any inconsistencies between the Agreement and this Third Amendment, the terms of this Third Amendment shall control. Except as expressly set forth in this Third Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Third Amendment.

8. **Capitalized Terms**. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

Cell Site No.: DXL06061
Cell Site Name: Morris/Marcus HS
Fixed Asset No.: 10009303
Market: N. TX
Address: 5701 Morriss Road

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Third Amendment on the date and year below.

LESSOR: Town of Flower Mound, Texas	LESSEE: New Cingular Wireless PCS, LLC, a Delaware limited liability company By: AT&T Mobility Corporation Its: Manager
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

Cell Site No.: DXL06061
Cell Site Name: Morris/Marcus HS
Fixed Asset No.: 10009303
Market: N. TX
Address: 5701 Morriss Road

LESSOR ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of the **Town of Flower Mound, Texas**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.

Notary Seal

_____
(Signature of Notary)

_____
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of
_____
My appointment expires: _____

Cell Site No.: DXL06061
Cell Site Name: Morris/Marcus HS
Fixed Asset No.: 10009303
Market: N. TX
Address: 5701 Morriss Road

LESSEE ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of AT&T Mobility Corporation, the Manager of **New Cingular Wireless PCS, LLC, a Delaware limited liability company**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.

Notary Seal

_____
(Signature of Notary)

_____
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of
_____
My appointment expires: _____

TOWN COUNCIL AGENDA ITEM NO. 9

CONSENT ITEM

DATE: August 17, 2020

FROM: David Stallings, Traffic Operations Manager

ITEM: **Consider approval of the purchase of traffic signal cabinets, controllers, and traffic related products, in the estimated annual amount of $100,000.00, from Cubic ITS, Incorporated, through the BuyBoard Cooperative Purchasing contract.**

BACKGROUND INFORMATION: In order to maintain compatibility and expedite the timely order of traffic signal cabinets and controllers for the Town of Flower Mound, the Transportation Services Division is requesting to use the BuyBoard Cooperative Purchasing contract for purchasing traffic signal cabinets, controllers, and traffic related products.

Transportation Services Division has determined that this contract will serve the needs of the Town, and has requested to participate in order to take advantage of these contracted rates. The items available under this contract are traffic signal cabinets, controllers, and other related traffic products. Orders will be placed on an as needed basis only. Each purchase will be funded by either the appropriate CIP project account or the Traffic Signal Division's base budget.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: $100,000.00

Proposed Expenditure/(Revenue):	Account Number(s):
$100,000.00 estimated annually	Various Projects and Accounts

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. BuyBoard contract #608-20

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

P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

April 29, 2020

Sent Via Email: kathy.davis@cubic.com

Kathy Davis
Cubic ITS, Inc. (a/k/a Trafficware)
522 Gillingham Lane
Sugar Land, TX 77478

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Award*
Proposal Name and Number: Highway Safety and Traffic Control Products, Proposal No. 608-20

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 6/1/2020 through 5/31/2021, with two possible one-year renewals. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To view the items your company has been awarded, please review the proposal tabulation No. 608-20 on the following web-site: www.buyboard.com/vendor. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Enclosed with this letter you will find the following documents:

1. Vendor Quick Reference Guide 2. BuyBoard License and Identity Standards

You are advised that receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting purchase orders directly from Cooperative members may result in a violation of the State of Texas competitive bid statute and termination of this Cooperative BuyBoard contract. **Therefore, all purchase orders must be processed through the BuyBoard in order to comply**. Please forward by email to info@buyboard.com any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please email the order info@buyboard.com and note it as **RECORD ONLY** to prevent duplication.

As an awarded vendor a BuyBoard user id and password will be sent via e-mail 2 to 3 business days prior to the start of your contract.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919.

Sincerely,

Arturo Salinas
Department Director, Cooperative Procurement
v.6.5

BuyBoard® National Purchasing Cooperative

Endorsed by NSBA National School Boards Association

April 29, 2020

Sent Via Email: kathy.davis@cubic.com

Kathy Davis
Cubic ITS, Inc. (a/k/a Trafficware)
522 Gillingham Lane
Sugar Land, TX 77478

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award*
Proposal Name and Number: Highway Safety and Traffic Control Products, Proposal No. 608-20

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. As provided for in the Proposal and your National Purchasing Cooperative Vendor Award Agreement, you are authorized to sell the goods and services awarded under the Proposal to National Cooperative members in states other than Texas through the BuyBoard. The contract is effective 6/1/2020 through 5/31/2021, with two possible one-year renewals.

The National Cooperative membership list is available at our website www.buyboard.com/vendor. The list identifies the current members that may purchase awarded goods and services under your National Cooperative BuyBoard contract.

You are advised that receipt of a purchase order directly from a National Cooperative member is not within BuyBoard guidelines. Accepting purchase orders directly from Cooperative members may result in a violation of applicable competitive procurement law and termination of this National Cooperative BuyBoard contract. **Therefore, all purchase orders from National Cooperative members must be processed through the BuyBoard**. Please forward by e-mail to info@buyboard.com any order received directly from a National Cooperative member. If you inadvertently process a purchase order sent directly to you by a National Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

As an awarded vendor a BuyBoard user id and password will be sent via e-mail 2 to 3 business days prior to the start of your contract.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff at 800-695-2919**.

Sincerely,

Arturo Salinas
Department Director, Cooperative Procurement
v.6.5

P.O. Box 400, Austin, Texas 78767-0400
800.695.2919 • buyboard.com

BuyBoard® Cooperative Purchasing
12007 Research Boulevard • Austin, Texas 78759-2439 · PH: 800-695-2919 • FAX: 800-211-5454 • buyboard.com

PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: Highway Safety and Traffic Control Products

Proposal Number: 608-20

Contract Time Period: June 1, 2020 through May 31, 2021 with two (2) possible one-year renewals.

Proposal Due Date/Opening Date and Time:
November 7, 2019 at 4:00 PM

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Anticipated Cooperative Board Meeting Date:
April 2020

Cubic ITS, Inc.(a/k/a Trafficware)	11/5/2019
Name of Proposing Company	Date
522 Gillingham Ln	
Street Address	Signature of Authorized Company Official
Sugar Land, TX 77478	Joe Custer
City, State, Zip	Printed Name of Authorized Company Official
281-240-7233	Vice President & Gen. Mgr.
Telephone Number of Authorized Company Official	Position or Title of Authorized Company Official
281-240-7238	74-2019144
Fax Number of Authorized Company Official	Federal ID Number

BuyBoard® Cooperative Purchasing
12007 Research Boulevard • Austin, Texas 78759-2439 · PH: 800-695-2919 • FAX: 800-211-5454 • buyboard.com

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Terms and Conditions, attachments/forms, item specifications, and line items (collectively "Requirements");

2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;

3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;

4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by another governmental entity or nonprofit entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your contract;

5. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;

6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;

7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and

8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.

BuyBoard® Cooperative Purchasing
12007 Research Boulevard · Austin, Texas 78759-2439 · PH: 800-695-2919 · FAX: 800-211-5454 · buyboard.com

VENDOR CONTACT INFORMATION

Name of Company: Cubic ITS, Inc - a/k/a/ Trafficware

Vendor Proposal/Contract Contact Name: Kathy Davis

Vendor Proposal/Contract Contact E-mail Address: Kathy.Davis@cubic.com

Vendor Contact Mailing Address for Proposal/Contract Notices: 522 Gillingham
Sugar Land, TX 77478

Company Website: www.Trafficware.com

Purchase Orders: All purchase orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors to assist them with retrieving their orders.

Please select options below for receipt of purchase orders and provide the requested information:

[x] I will use the internet to receive purchase orders at the following address:

Purchase Order E-mail Address: TrafficwareCustomerCare@cubic.com

Purchase Order Contact: Isaac Huerta Phone: 281-240-7233

Alternate Purchase Order E-mail Address: bill.ische@cubic.com

Alternate Purchase Order Contact: Bill Ische Phone: 214-295-5256

[ ] Purchase orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Request for Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

RFQ E-mail Address: TrafficwareCustomerCare@cubic.com

RFQ Contact: Isaac Huerta Phone: 281-240-7233

Alternate RFQ E-mail Address: bill.ische@cubic.com

Alternate RFQ Contact: Bill Ische Phone: 214-295-5256

BuyBoard® Cooperative Purchasing
12007 Research Boulevard · Austin, Texas 78759-2439 · PH: 800-695-2919 · FAX: 800-211-5454 · buyboard.com

Invoices: Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

☒ Service fee invoices and related communications should be provided directly to my company at:

Invoice Mailing address: 522 Gillingham Ln **Department:** Acct Payable

City: Sugar Land **State:** TX **Zip Code:** 77478

Contact Name: Margie Patak **Phone:** 281-240-7233 ext 210

Invoice Fax: 281-240-7238 **Invoice E-mail Address:** Margie.Patak@cubic.com

Alternative Invoice E-mail Address: TrafficwareCustomerCare@cubic.com

☐ In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent**:

Billing agent Mailing address: _____ **Department:** _____

City: _____ **State:** _____ **Zip Code:** _____

Billing Agent Contact Name: _____ **Phone:** _____

Billing Agent Fax: _____ **Billing Agent E-mail Address:** _____

Alternative Billing Agent E-mail Address: _____

***** If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.***

BuyBoard® Cooperative Purchasing
12007 Research Boulevard • Austin, Texas 78759-2439 · PH: 800-695-2919 • FAX: 800-211-5454 • buyboard.com

FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

- [x] My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
- [ ] My company is not owned or operated by anyone who has been convicted of a felony.
- [ ] My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

_____

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

Cubic ITS, Inc a/k/a Trafficware
Company Name

Signature of Authorized Company Official

Joe Custer
Printed Name

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Cubic ITS, Inc. a/k/a Trafficware
Company Name

Signature of Authorized Company Official

Joe Custer
Printed Name

BuyBoard® Cooperative Purchasing
12007 Research Boulevard · Austin, Texas 78759-2439 · PH: 800-695-2919 · FAX: 800-211-5454 · buyboard.com

RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☒ I certify that my company is a **Resident Proposer.**

☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name _____ Address _____

City _____ State _____ Zip Code _____

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☐ No

B. What is the prescribed amount or percentage? $_____ or _____%

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☒ Yes ☐ No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification)* and 2 *(Vendor Employment Certification)* above is true, complete and accurate and that I am authorized by my company to make this certification.

Cubic ITS, Inc. a/k/a/ Trafficware
Company Name

Signature of Authorized Company Official

Joe Custer
Printed Name

BuyBoard® Cooperative Purchasing
12007 Research Boulevard · Austin, Texas 78759-2439 · PH: 800-695-2919 · FAX: 800-211-5454 · buyboard.com

NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Cubic ITS, Inc. a/k/a/ Trafficware
Company Name

Signature of Authorized Company Official

Joe Custer
Printed Name

***Note**: If Vendor does not wish to make this certification, return the blank form in lieu of a completed certification.*

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature below, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Cubic ITS, Inc. a/k/a/ Trafficware
Company Name

Signature of Authorized Company Official

Joe Custer
Printed Name

BuyBoard® Cooperative Purchasing
12007 Research Boulevard • Austin, Texas 78759-2439 · PH: 800-695-2919 • FAX: 800-211-5454 • buyboard.com

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (√) all that apply:

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business**

☐ **Women Owned Business**

☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number:

_____

Name of Certifying Agency:

_____

☒ My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Cubic ITS, lc a/k/a/Trafficware
Company Name

Joe Custer
Printed Name

_____
Signature of Authorized Company Official

BuyBoard® Cooperative Purchasing
12007 Research Boulevard · Austin, Texas 78759-2439 · PH: 800-695-2919 · FAX: 800-211-5454 · buyboard.com

CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Procurement and Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request.

By signature below, the undersigned affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

Cubic ITS, Inc. a/k/a/ Trafficware
Company Name

Signature of Authorized Company Official

Joe Custer
Printed Name

11/5/2019
Date

BuyBoard® Cooperative Purchasing
12007 Research Boulevard • Austin, Texas 78759-2439 · PH: 800-695-2919 • FAX: 800-211-5454 • buyboard.com

DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

Please check (√) one of the following:

☐ **No**; Deviations
☒ **Yes**; Deviations

Information presented by the vendor has been accepted by BuyBoard.

Connie W Burkett, *CTSBO*
BuyBoard Contract Administrator

List and fully explain any deviations you are submitting:

Delivery time as stated below

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: ☒ Common Carrier ☐ Company Truck ☐ Prepaid and Add to Invoice ☐ Other:

2. Payment Terms: ☒ Net 30 days ☐ 1% in 10/Net 30 days ☐ Other:

3. Number of Days for Delivery: 60-90 days ARO

4. Vendor Reference/Quote Number: _____

5. State your return policy: _____

6. Are electronic payments acceptable? ☒ Yes ☐ No

7. Are credit card payments acceptable? ☐ Yes ☐ No

Cubic ITS, Inc. a/k/a Trafficware
Company Name

Signature of Authorized Company Official

Joe Custer
Printed Name

BuyBoard®
Cooperative Purchasing
12007 Research Boulevard · Austin, Texas 78759-2439 · PH: 800-695-2919 · FAX: 800-211-5454 · buyboard.com

LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

N/A

Company Name

Address

City State Zip

Phone Number Fax Number

Contact Person

Company Name

Address

City State Zip

Phone Number Fax Number

Contact Person

BuyBoard® Cooperative Purchasing
12007 Research Boulevard · Austin, Texas 78759-2439 · PH: 800-695-2919 · FAX: 800-211-5454 · buyboard.com

MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative's administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below and have this form signed by an official of your company authorized to make such designation. If you wish to designate multiple dealers, please duplicate this form as necessary.

N/A

Designated Dealer Name

Designated Dealer Address

City | State | Zip

Phone Number | Fax Number

Email address | Designated Dealer Tax ID Number* **(*attach W-9)**

Designated Dealer Contact Person

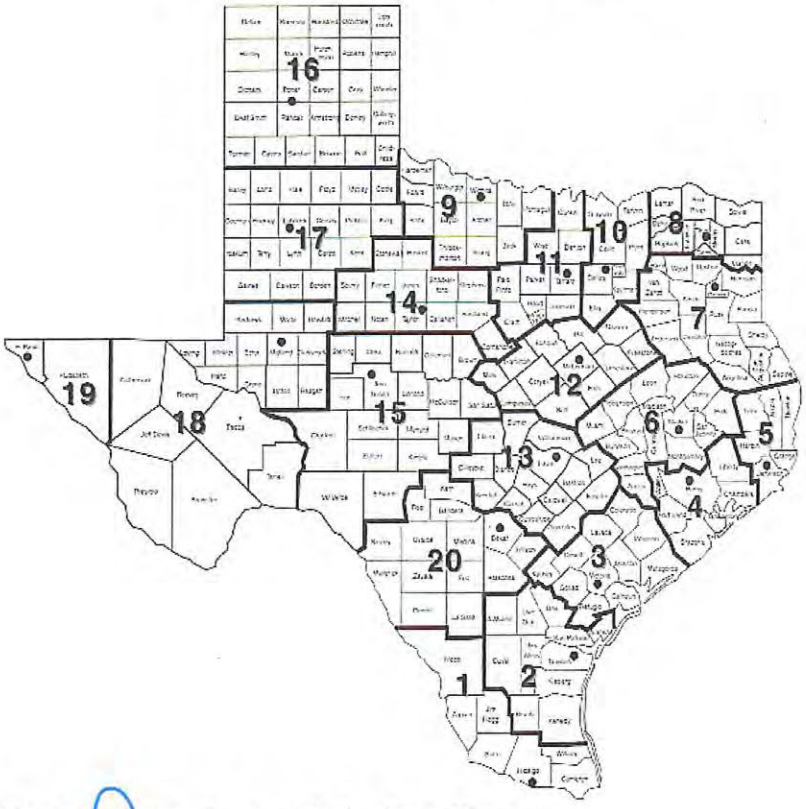
Your Company Name | Signature of Authorized Company Official

BuyBoard® Cooperative Purchasing
12007 Research Boulevard • Austin, Texas 78759-2439 · PH: 800-695-2919 • FAX: 800-211-5454 • buyboard.com

TEXAS REGIONAL SERVICE DESIGNATION

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. ***If you propose to serve different regions for different products or services included in your proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

Regional Education Service Centers



☒ **I will service Texas Cooperative members statewide.**

☐ **I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:**

	Region	Headquarters
☐	1	Edinburg
☐	2	Corpus Christi
☐	3	Victoria
☐	4	Houston
☐	5	Beaumont
☐	6	Huntsville
☐	7	Kilgore
☐	8	Mount Pleasant
☐	9	Wichita Falls
☐	10	Richardson
☐	11	Fort Worth
☐	12	Waco
☐	13	Austin
☐	14	Abilene
☐	15	San Angelo
☐	16	Amarillo
☐	17	Lubbock
☐	18	Midland
☐	19	El Paso
☐	20	San Antonio

☐ I will not service members of the Texas Cooperative.

Cubic ITS, Inc. a/k/a Trafficware
Company Name

Signature of Authorized Company Official

Joe Custer
Printed Name

BuyBoard®
Cooperative Purchasing
12007 Research Boulevard · Austin, Texas 78759-2439 · PH: 800-695-2919 · FAX: 800-211-5454 · buyboard.com

If this Texas Regional Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

_____

_____

_____

BuyBoard® Cooperative Purchasing
12007 Research Boulevard · Austin, Texas 78759-2439 · PH: 800-695-2919 · FAX: 800-211-5454 · buyboard.com

STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)*

If you serve different states for different products or services included in your proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.

Please check (√) all that apply:

☒ I will service all states in the United States.

☐ I will not service all states in the United States. I will service only the states checked below:

- ☐ Alabama
- ☐ Alaska
- ☐ Arizona
- ☐ Arkansas
- ☐ California (Public Contract Code 20118 & 20652)
- ☐ Colorado
- ☐ Connecticut
- ☐ Delaware
- ☐ District of Columbia
- ☐ Florida
- ☐ Georgia
- ☐ Hawaii
- ☐ Idaho
- ☐ Illinois
- ☐ Indiana
- ☐ Iowa
- ☐ Kansas
- ☐ Kentucky
- ☐ Louisiana
- ☐ Maine
- ☐ Maryland
- ☐ Massachusetts
- ☐ Michigan
- ☐ Minnesota
- ☐ Mississippi
- ☐ Missouri
- ☐ Montana
- ☐ Nebraska
- ☐ Nevada
- ☐ New Hampshire
- ☐ New Jersey
- ☐ New Mexico
- ☐ New York
- ☐ North Carolina
- ☐ North Dakota
- ☐ Ohio
- ☐ Oklahoma
- ☐ Oregon
- ☐ Pennsylvania
- ☐ Rhode Island
- ☐ South Carolina
- ☐ South Dakota
- ☐ Tennessee
- ☐ Texas
- ☐ Utah
- ☐ Vermont
- ☐ Virginia
- ☐ Washington
- ☐ West Virginia
- ☐ Wisconsin
- ☐ Wyoming

BuyBoard® Cooperative Purchasing
12007 Research Boulevard · Austin, Texas 78759-2439 · PH: 800-695-2919 · FAX: 800-211-5454 · buyboard.com

This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

Cubic ITS, Inc. a/k/a Trafficware
Company Name

Signature of Authorized Company Official

Joe Custer
Printed Name

If this State Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

BuyBoard®
Cooperative Purchasing
12007 Research Boulevard • Austin, Texas 78759-2439 · PH: 800-695-2919 • FAX: 800-211-5454 • buyboard.com

NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

BuyBoard® Cooperative Purchasing
12007 Research Boulevard • Austin, Texas 78759-2439 · PH: 800-695-2919 • FAX: 800-211-5454 • buyboard.com

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Cubic ITS, Inc. a/k/a Trafficware
Name of Vendor

608-20
Proposal Invitation Number

Signature of Authorized Company Official

Joe Custer
Printed Name of Authorized Company Official

11/5/2019
Date

BuyBoard® Cooperative Purchasing
12007 Research Boulevard • Austin, Texas 78759-2439 · PH: 800-695-2919 • FAX: 800-211-5454 • buyboard.com

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide its members with the best services and products at the best prices available from vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $ 608k. (The period of the 12 month period is 11-1-18 / 11-1-19). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.

3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)	y		550-all
3. OMNIA Partners			
4. Sourcewell (NJPA)			
5. E&I Cooperative			
6. Houston-Galveston Area Council (HGAC)			
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)			
9. Other			

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 50% **Proposed Discount (%):** 50%

Explanation: _____

BuyBoard® Cooperative Purchasing
12007 Research Boulevard ▪ Austin, Texas 78759-2439 · PH: 800-695-2919 ▪ FAX: 800-211-5454 ▪ buyboard.com

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Cubic ITS, Inc. a/k/a Trafficware
Company Name

Signature of Authorized Company Official

Joe Custer
Printed Name

BuyBoard® Cooperative Purchasing
12007 Research Boulevard • Austin, Texas 78759-2439 · PH: 800-695-2919 • FAX: 800-211-5454 • buyboard.com

GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative may determine whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1. Texas Smartbuy		512-936-2764		0%	$608K
2. Pasadena TX	Bob Ward	713-475-7864		0%	$80K
3. Victoria, TX	Derrick Evans	351-485-3259		0%	$75K
4. Laredo, TX	Pete Paredes	956-795-2550		0%	$90K
5. Oklahoma City, OK	Randy Duncan	405-297-2080		0%	$1.1 m

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? **YES** ☐ **NO** ■ If YES, please explain:

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

Cubic ITS, Inc. a/k/a Trafficware
Company Name

Signature of Authorized Company Official

Joe Custer
Printed Name

BuyBoard® Cooperative Purchasing
12007 Research Boulevard · Austin, Texas 78759-2439 · PH: 800-695-2919 · FAX: 800-211-5454 · buyboard.com

MARKETING STRATEGY

For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)*

Attach additional pages if necessary.

1) Marketing publications and newsletters - Cubic/Trafficware regularly communicates with our customer base using a combination of mailings and local area newsletters. Initially, we will place notice in these promotions with news of a BuyBoard contract and the availability of it for our customers.

2) Direct contact with agency purchasers and decision makers. Cubic/Trafficware will reach out to our customer base and inform through meetings and direct contact that our products are available on BuyBoard. This will be a huge benefit for our customers and we have seen rapid acceptance. In fact we continue to have a large number of our customers ask if our products are available on BuyBoard. So awareness is already high and has expanded over the past years.

3) Our sales team, both inside and outside are trained on the BuyBoard system both to assist customers, but also to guide customers to process of joining the BuyBoard as a member agency.

Cubic ITS, Inc. a/k/a/ Trafficware
Company Name

Signature of Authorized Company Official

Joe Custer
Printed Name

BuyBoard® Cooperative Purchasing
12007 Research Boulevard • Austin, Texas 78759-2439 · PH: 800-695-2919 • FAX: 800-211-5454 • buyboard.com

CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, including catalogs and pricelists, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☐ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☒ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

Price List

(Attach additional sheets if needed.)

BuyBoard® Cooperative Purchasing
12007 Research Boulevard • Austin, Texas 78759-2439 · PH: 800-695-2919 • FAX: 800-211-5454 • buyboard.com

B. Copyright Information

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☒ **NO,** Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: _____

_____

_____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publically release, including posting on the public BuyBoard website, a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Cubic ITS, Inc. a/k/a Trafficware
Company Name

Signature of Authorized Company Official

Joe Custer
Printed Name

11/5/2019
Date

BuyBoard® Cooperative Purchasing
12007 Research Boulevard • Austin, Texas 78759-2439 · PH: 800-695-2919 • FAX: 800-211-5454 • buyboard.com

VENDOR BUSINESS NAME

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

Name of Proposing Company: Cubic ITS, Inc. a/k/a Trafficware

*(List the **legal** name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business:

Individual/Sole Proprietor ____
Corporation x
Limited Liability Company ____
Partnership ____
Other ____ If other, identify ____

State of Incorporation (if applicable): Texas

Federal Employer Identification Number: 74-2019144
(Vendor must include a completed IRS W-9 form with their proposal)

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

Trafficware

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Cubic Corporation and Subsidiaries

2 Business name/disregarded entity name, if different from above
Cubic ITS, Inc.

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) E

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
522 Gillingham Blvd.

Requester's name and address (optional)

6 City, state, and ZIP code
Sugar Land, Texas 77478-0765

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
7 4 - 2 0 1 9 1 4 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 10/1/2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

BuyBoard®
Cooperative Purchasing
12007 Research Boulevard · Austin, Texas 78759-2439 · PH: 800-695-2919 · FAX: 800-211-5454 · buyboard.com

EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the Simplified Acquisition Threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the Cooperative member's provision shall control.

BuyBoard® Cooperative Purchasing
12007 Research Boulevard · Austin, Texas 78759-2439 · PH: 800-695-2919 · FAX: 800-211-5454 · buyboard.com

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

BuyBoard® Cooperative Purchasing
12007 Research Boulevard • Austin, Texas 78759-2439 · PH: 800-695-2919 • FAX: 800-211-5454 • buyboard.com

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

BuyBoard® Cooperative Purchasing
12007 Research Boulevard · Austin, Texas 78759-2439 · PH: 800-695-2919 · FAX: 800-211-5454 · buyboard.com

12. General Compliance and Cooperation with Cooperative Members:
In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification Item No.	Vendor Certification: **YES**, I agree or **NO**, I do NOT agree	Initial
1. Vendor Violation or Breach of Contract Terms	Yes	JC JL
2. Termination for Cause or Convenience	Yes	JC JLC
3. Equal Employment Opportunity	Yes	JC JLC
4. Davis-Bacon Act	Yes	JC JLC
5. Contract Work Hours and Safety Standards Act	Yes	JC JLC
6. Right to Inventions Made Under a Contract or Agreement	Yes	JC JLC
7. Clean Air Act and Federal Water Pollution Control Act	Yes	JC JLC
8. Debarment and Suspension	Yes	JC JLC
9. Byrd Anti-Lobbying Amendment	Yes	JC JLC
10. Procurement of Recovered Materials	Yes	JC JLC
11. Profit as a Separate Element of Price	Yes	JC JLC
12. General Compliance and Cooperation with Cooperative Members	Yes	JC JLC

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Cubic ITS, Inc (a/k/a Trafficware)
Company Name

Signature of Authorized Company Official

Joe Custer
Printed Name

BuyBoard®
Cooperative Purchasing
12007 Research Boulevard · Austin, Texas 78759-2439 · PH: 800-695-2919 · FAX: 800-211-5454 · buyboard.com

PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire, sign where indicated below, and submit the signed questionnaire and your responses to all questions in one document with your Proposal. **You must submit the signed questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

1. 40 years total = 32 yrs as Naztec, Inc.; 7yrs as Trafficware; 1yr. Cubic ITS

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

We have 40 years of experience in the traffic industry. Housed in a 115,000 sq. ft. facility in Sugar Land, Texas, with over 175 employees, comprised of dedicated product specialist, technical hardware and software engineers, project managers and a highly skilled manufacturing workforce.

3. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

Cubic ITS, Inc., a Texas corporation, is a wholly-owned subsidiary of Cubic Transportaion Services, Inc., a publicly-traded $1.1 billion dollar company with 5,500 employees. The company is capable of obtaining key-rated insurance coverage, meeting & in some cases, exceeding the required coverage limits.

BuyBoard® Cooperative Purchasing
12007 Research Boulevard • Austin, Texas 78759-2439 · PH: 800-695-2919 • FAX: 800-211-5454 • buyboard.com

4. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

No

5. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

None

6. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relates to or arises from a contract similar to this Contract or the work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

None

By signature below, I certify that the information contained in and/or attached to this Proposal Invitation Questionnaire in response to the above questions is true and correct and that I am authorized by my company to make this certification.

Cubic ITS, Inc.
Company Name

Signature of Authorized Company Official

BuyBoard® Cooperative Purchasing
12007 Research Boulevard · Austin, Texas 78759-2439 · PH: 800-695-2919 · FAX: 800-211-5454 · buyboard.com

REQUIRED FORMS CHECKLIST

(Please check (√) the following)

- [x] Completed: **Proposer's Agreement and Signature**
- [x] Completed: **Vendor Contact Information**
- [x] Completed: **Felony Conviction Disclosure and Debarment Certification**
- [x] Completed: **Resident/Nonresident Certification**
- [x] Completed: **No Israel Boycott Certification**
- [x] Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
- [x] Completed: **Historically Underutilized Business (HUB) Certification**)
- [x] Completed: **Construction Related Goods and Services Affirmation**
- [x] Completed: **Deviation/Compliance**
- [x] Completed: **Location/Authorized Seller Listings**
- [x] Completed: **Manufacturer Dealer Designation**
- [x] Completed: **Texas Regional Service Designation**
- [x] Completed: **State Service Designation**
- [x] Completed: **National Purchasing Cooperative Vendor Award Agreement**
- [x] Completed: **Federal and State/Purchasing Cooperative Experience**
- [x] Completed: **Governmental References**
- [x] Completed: **Marketing Strategy**
- [x] Completed: **Confidential/Proprietary Information**
- [x] Completed: **Vendor Business Name with IRS Form W-9**
- [x] Completed: **EDGAR Vendor Certification**
- [x] Completed: **Proposal Invitation Questionnaire**
- [x] Completed: **Required Forms Checklist**
- [x] Completed: **Proposal Specification Form with Catalogs/Pricelists**
  **Catalogs/Pricelists must be submitted with proposal response or response will not be considered.*

BuyBoard® Cooperative Purchasing

Proposal Invitation No. 608-20-Highway Safety and Traffic Control Products

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered[1].)

NOTE: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

☐Manufacturers shall be listed in alphabetical order

☐Vendor's must list one specific percentage discount for each Manufacturer listed.

If a vendor's response to Proposal Specification Form states "please see attachment sheet," all manufacturers listed on the attachment sheet must indicate per manufacturer the line item that correlates to Proposal Specification Form or Vendor's proposal may not be considered.

Section I: Highway Equipment, Products, and Supplies

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist[1]	Exceptions to Discount
1	Discount (%) Off Catalog/Pricelist for Highway Safety Products, Supplies, and Equipment	Please state the discount (%) off catalog/pricelist for **Highway Safety Products, Supplies, and Equipment.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		
2	Discount (%) Off Catalog/Pricelist for Traffic Control Products, Supplies, and Equipment	Please state the discount (%) off catalog/pricelist for **Traffic Control Products, Supplies, and Equipment.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	50 _____%	Trafficware Group Pricelist	
3	Discount (%) Off Catalog/Pricelist for Pavement Marking Supplies and Equipment	Please state the discount (%) off catalog/pricelist for **Pavement Marking Supplies and Eqipment.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		
4	Discount (%) Off Catalog/Pricelist for Delineation Products and Object Markers	Please state the discount (%) off catalog/pricelist for **Delineation Products and Object Markers.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		
5	Discount (%) Off Catalog/Pricelist for Road Signs, Posts, and Hardware	Please state the discount (%) off catalog/pricelist for **Road Signs, Posts, and Hardware.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

BuyBoard® Cooperative Purchasing

Proposal Invitation No. 608-20-Highway Safety and Traffic Control Products

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered[1].)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist[1]	Exceptions to Discount
6	Discount (%) Off Catalog/Pricelist for Fire Hydrants and Accessories	Please state the discount (%) off catalog/pricelist for **Fire Hydrants and Accessories.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		
7	Discount (%) Off Catalog/Pricelist for Wheel Wash System (In Ground)/ (Above Ground)	Please state the discount (%) off catalog/pricelist for **Wheel Wash System (In Ground)/(Above Ground).** **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		
8	Discount (%) Off Catalog/Pricelist for Locking Systems for Highway/Safety Products	Please state the discount (%) off catalog/pricelist for **Locking Systems for Highway/Safety Products.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		
9	Discount (%) Off Catalog/Pricelist for Animal Cages, Traps, and Accessories for Roads and Highways	Please state the discount (%) off catalog/pricelist for **Animal Cages, Traps, and Accessories for Roads and Highways.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		
10	Discount (%) Off Catalog/Pricelist for Herbicides and Weed Control Products for Roads and Highways	Please state the discount (%) off catalog/pricelist for **Herbicides and Weed Control Products for Roads and Highways.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		
11	Discount (%) Off Catalog/Pricelist for Oil and Hazardous Material Spill Remediation Products and Supplies	Please state the discount (%) off catalog/pricelist for **Oil and Hazardous Material Spill Remediation Products and Supplies.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	_____%		

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

BuyBoard® Cooperative Purchasing

Proposal Invitation No. 608-20-Highway Safety and Traffic Control Products

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered[1].)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist[1]	Exceptions to Discount
12	Discount (%) Off Catalog/Pricelist for All Other Related Highway Safety and Traffic Control Products	Please state the discount (%) off catalog/pricelist for **All Other Related Highway Safety and Traffic Control Products.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	50 %	Trafficware Group Pricelist	
13	Discount (%) Off Catalog/Pricelist for Maintenance/Warranty Agreements for Equipment and Systems of Various Brands	Please state the discount (%) off catalog/pricelist for **Maintenance/Warranty Agreements for Equipment and Systems of Various Brands.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	____ %		

Section II: Installation and Repair Service

Item No.	Short Description	Full Description	Not to Exceed Hourly Labor Rate	Detailed Information on Hourly Labor Rate	Exceptions to Hourly Labor Rate
14	Not to Exceed Hourly Labor Rate for Installation/Repair of Highway Safety and Traffic Control Equipment and Products	**Hourly Labor Rate for Installation/Repair of Highway Safety and Traffic Control Equipment and Products** -- State the **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.	$ 250 /Hour		
15	Not to Exceed Hourly Labor Rate for Weed Control Service for Roads and Highways	**Hourly Labor Rate for Weed Control Service for Roads and Highways** -- State the **Not to Exceed** hourly labor rate for Weed Control Service of Roads and Highways.	$ ____ /Hour		

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

TOWN COUNCIL AGENDA ITEM NO. 10

REGULAR ITEM

DATE: August 17, 2020

FROM: Kay Wilkinson, Budget Officer

ITEM: **Public Hearing to consider the proposed budget for the fiscal year beginning on October 1, 2020, and ending on September 30, 2021.**

BACKGROUND INFORMATION: The Town is required by Section 102.006 of the Texas Local Government Code and Section 9.07 of the Town Charter to hold a public hearing on the proposed budget. During the public hearing on the proposed budget, all interested persons shall be given an opportunity to be heard for or against any item, or the amount of any item, therein contained.

The Fiscal Year 2020-2021 Proposed Budget was filed with the Town Secretary and distributed to the Town Council on July 31, 2020. The proposed budget is on file for review at Town Hall, the Library, and the Town's internet website. Town Council received a presentation of the proposed budget during the Town Council Work Session on August 13, 2020.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

DRAFT MOTION: No action is required by the Town Council on this item.

TOWN COUNCIL AGENDA ITEM NO. 11

REGULAR ITEM

DATE: August 17, 2020

FROM: Kay Wilkinson, Budget and Grants Manager

ITEM: **Public Hearing by the Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider the Flower Mound Crime Control and Prevention District proposed budget for the fiscal year beginning on October 1, 2020, and ending on September 30, 2021.**

BACKGROUND INFORMATION: Section 363.204 of the local government code requires a public hearing to consider the proposed annual budget of the Crime Control and Prevention District (Crime District). In addition, at the March 3, 2008 Town Council meeting, the Town Council acting as the Board of Directors for the Crime District, adopted alternative budget procedures for the Crime District to follow the procedures and public hearing requirements for the Town's annual budget process.

The Fiscal Year 2020-2021 Crime District Proposed Budget was filed with the Town Secretary and distributed to the Town Council on July 31, 2020. The proposed budget is on file for review at Town Hall, the Library, and the Town's internet website. Town Council received a presentation of the proposed budget during the Town Council Work Session on August 13, 2020.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

DRAFT MOTION: No action is required by the Town Council on this item.

TOWN COUNCIL AGENDA ITEM NO. 12

REGULAR ITEM

DATE: August 17, 2020

FROM: Kay Wilkinson, Budget and Grants Manager

ITEM: **Public Hearing by the Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider the Flower Mound Fire Control, Prevention, and Emergency Medical Services District proposed budget for the fiscal year beginning on October 1, 2020, and ending on September 30, 2021.**

BACKGROUND INFORMATION: Section 344.204 of the local government code requires a public hearing to consider the proposed annual budget of the Fire Control, Prevention, and Emergency Medical Services District (Fire District). In addition, at the March 3, 2008 Town Council meeting, the Town Council acting as the Board of Directors for the Fire District, adopted alternative budget procedures for the Fire District to follow the procedures and public hearing requirements for the Town's annual budget process.

The Fiscal Year 2020-2021 Fire District Proposed Budget was filed with the Town Secretary and distributed to the Town Council on July 31, 2020. The proposed budget is on file for review at Town Hall, the Library, and the Town's internet website. Town Council received a presentation of the proposed budget during the Town Council Work Session on August 13, 2020.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

DRAFT MOTION: No action is required by the Town Council on this item.

TOWN COUNCIL AGENDA ITEM NO. 13

REGULAR ITEM

DATE: August 17, 2020

FROM: James Hoefert, Environmental Review Analyst

ITEM: **Public Hearing to consider an application for a tree removal permit (TRP20-0014) for Lot 2, Block B of the Legends Addition subdivision. The property is located at 3755 Legends Path. (The Environmental Conservation Commission recommended denial by a vote of 5-1-0 at its August 4, 2020, meeting).**

BACKGROUND INFORMATION: Lot 2, Block B of the Legends Addition subdivision is located at 3755 Legends Path. The lot is approximately 0.14 acres in size. The lot is currently zoned for Planned Development District No. 123 (PD-123) with Single-Family District 5 (SF-5) uses and is master planned for the High Density Residential. The applicant is requesting to remove one (1) specimen tree from the residential lot because of the tree's proximity to the building pad and driveway access. The specimen tree proposed for removal (Tree #1065 – 38" post oak) is in good condition and is located within the buildable area of the lot.

The Town's tree ordinance requires that specimen trees removed from the site be replaced at a rate of two times their caliper inches. Based on its size, 76" of replacement trees, equaling twenty-six (26) three-inch caliper trees, will be required for the one (1) specimen tree being requested for removal on this site, if approved.

BOARD REVIEW/CITIZEN FEEDBACK: This application was considered by the Environmental Conservation Commission (ECC) at its August 4, 2020, meeting. The ECC recommended denial of the requested permit to remove the specimen tree. A link to the ECC meetings can be found at: **https://tx-flowermound.civicplus.com/index.aspx?NID=969**

As of August 5, 2020, staff received eleven (11) email and five (5) voice mail correspondences in opposition to this item.

ALTERNATIVES/OPTIONS: The Town Council may approve or deny the requested tree removal permit, or may choose to approve the permit with conditions or changes.

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Letter from the applicant indicating the reason(s) for the tree removal permit request
2. Specimen tree removal permit application
3. Photograph of the specimen tree proposed for removal
4. Correspondence in opposition
5. Tree Survey
6. Original Tree Survey for the subdivision

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

June 24, 2020

Jimmy Hoefert, Environmental Review Analyst
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

RE: Tree Removal Permit – Letter of Intent
McAdams Job No. SPEC-20129

Dear Mr. Hoefert:

On behalf of the owner/developer on the aforementioned property, we are requesting that (1) specimen tree (as outlined on the attached tree removal exhibit), as defined in the TOFM Tree Preservation Code, be removed. The trees are being requested to be removed due to site and design conditions which thereby mean the subject development cannot reasonably be developed, based on economic and/or practical considerations, without removal of the trees included in the permit application.

TREE TABULATIONS FROM THE SPECIMEN TREE SURVEY

Total specimen trees	(1) Trees
Total specimen trees removed	(1) Trees

Several plans were generated with various renditions of each based on saving the specimen trees as per the owner. Over the past nine years we have worked with 4 homebuilders to build a house on this lot.

The current builder has worked with Town staff and McAdams to attempt to save the tree. After submitting several versions and trying to address staff comments regarding tree preservation, while also meeting the PD requirements for house size and setbacks we were left with the only viable option to go to the Zoning Board of Adjustments. After reviewing the requirements to be able to present a case to the ZBA and our inability to meet the minimum required threshold, we feel that our very last option is to remove the tree through the Tree Removal Permit process. Due to preexisting conditions, grading, Town of Flower Mound Engineering Standards, tree preservation standards, PD and subdivision standards and site conditions, the specimen tree appears to not be able to be saved. When the subdivision was first platted and was slated to be saved, the encroachment standards into a canopy were less stringent and the tree has grown considerably more in the past nine years.

The following is the specimen tree we are requesting to be removed:

1. Tree #1065 38” caliper Post Oak

Based on the above data, I respectfully ask that the tree enumerated above be allowed to be removed from the site.
Thank you for your consideration.

Respectfully Submitted,

Ron Stewart, ASLA
Landscape Architect, TX
#791

Town of Flower Mound

Application for:

TREE REMOVAL PERMIT

(Effective for Developments submitted 10/6/08 - present)

Check one: ___ **Protected Tree** X **Specimen Tree** ___**Historic Tree**

1. Applicant- Note: Must be a licensed Landscape Architect or Registered Arborist

Name: RON STEWART

Address: 111 HILLSIDE DRIVE, LEWISVILLE, TX 75057

Phone: 972-436-9712 x612

Applicant's Legal Interest in the Property: LANDSCAPE ARCHITECT

2. Name(s): RICK NUNUALLY

Address: 802 PENNSYLVANIA AVENUE, FORTH WORTH, TX 76104

3. Location and Legal Description of Property:

+/- SOUTHWEST CORNER OF LEGENDS PATH AND CANYON COURT, A PART OF THE LEGENDS ADDITION. LOT 2, BLOCK B, APPROXIMATELY 0.14 ACRES IN S. WAKEFIELD SURVEY, ABSTRACT NO. 1380 IN THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS.

4. Owner's Authorization of Representation

I, Rick Nunnally, the owner of the above described real property, do hereby authorize **RON STEWART** to represent my interests and to file an Application for Tree Removal Permit for said real property, pursuant to the terms and provisions of Chapter 94 (Trees), of the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances.

Signature of Owner

MONICA PADEN
ID # 548239-1
Notary Public, State of Texas
My Commission Expires
08/14/2021

Given Under My Hand and Seal of Office
This the 25th Day of June, 2020

Notary Public
In and For Tarrant County, Texas.

5. Applicants Affidavit- Note: Applicant must be a licensed Landscape Architect or Registered Arborist.

Subject to criminal penalties contained in Subpart B, the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances, I **RON STEWART**, do hereby swear or affirm that all of the Information contained herein and submitted herein is, to the best of my knowledge, true, correct and complete and that no false, misleading or incomplete information has been intentionally provided or submitted with this Application for a Tree Removal Permit.

Signature of Applicant

Landscape Architect License No.: 791
State of Licensure: TX
Or ISA Certified Arborist No._____

MONICA PADEN
ID # 548239-1
Notary Public, State of Texas
My Commission Expires
08/14/2021

Given Under My Hand and Seal of Office
This the 25th Day of June, 2020

Notary Public
In and For Tarrant County, Texas

6. Received by Town of Flower Mound on (Date) 6/24/2020 by (initials) JRH.

3755 Legends Path -
Specimen tree proposed for removal

James Hoefert

From: Debbie Gudgeon [redacted]
Sent: Thursday, June 25, 2020 10:09 AM
To: James Hoefert
Subject: Opposition to oak removal at Legends

I am writing to express my opposition of removal of the large, post tree in the Legends community in Flower Mound. Please, please do not remove this tree for the financial consideration of the development company of this community. This application should have been made years ago when the Legends was being developed. Now this wonderful, stately tree stands in peril of being chopped down for financial gain.

Thank you.

James Hoefert

From: Debra Wise [redacted]
Sent: Thursday, June 25, 2020 10:10 AM
To: James Hoefert

Hi James,
My husband Tye Wise and I live across the street from that beautiful tree and we are opposed to the tree coming down. It is the only mature tree in our neighborhood that is visible from our street. It may be the only mature tree in the neighborhood. Please take into consideration the positive environmental benefits that this tree brings to our neighborhood as well.

Thank you,

Debra Wise

James Hoefert

From: Tye Wise [redacted]
Sent: Thursday, June 25, 2020 10:24 AM
To: James Hoefert
Subject: Opposition to specimen tree removal LEGENDS

James.
Thank you for your reply corresponded.

As an appreciative resident of The City of Flower Mound. I have notice the attention to preservation of Natural and rejuvenation of foliage and wild life conservation.
Please let the decision makers that I am against the removal of specimen tree #1065 located in the Legends subdivision.

Thank you

Tye Wise
REGIONAL FACILITIES SUPERVISOR
COWPERWOOD
C O M P A N Y
1 Justice Way
Dallas Texas 75220
[redacted]

James Hoefert

From: Bill Gudgeon [redacted]
Sent: Thursday, June 25, 2020 10:33 AM
To: James Hoefert
Subject: Specimen Oak on Legends Path

Mr. Hoefert,

I live at 6032 Andrews Way in the Legends community. Please note that as a home owner with a vested interest in the community I object to the removal of the specimen Post Oak located on the undeveloped lot on Legends Path.

It's my understanding, having lived at our current address for just one year that our community is about five years old. In that time the developer chose to do nothing with the tree lot. The builder, Lennar, has completed building homes on all the other 90 lots.

Its always been my understanding that the developer was going to design and built a home on the property that would accommodate the tree.

My question would be why during the five year build out of the property they did not do anything with this lot? Why did they not petition to remove the tree at a time when they could have added sufficient new trees to compensate for the lose of this specimen tree?

Seems now they are wanting to remove the tree for their convenience when its too late to add new trees to compensate for the lose of this one.

Thanks,

Bill Gudgeon
6032 Andrews Way
Flower Mound Tx 75028
[redacted]

James Hoefert

From: Roger Glass [redacted]
Sent: Thursday, June 25, 2020 7:43 PM
To: James Hoefert
Subject: Opposition to specimen tree removal— The Legends

I am in opposition to the removal of this tree. It is old, huge and healthy. I believe The city of FM is environmentally conscious, and therefore should save this tree from removal or having a house built on this small lot. FM doesn't need one more house here in a 90 home community. It could be a dedicated green area for the area residents to enjoy, and compliment the surrounding environment. Thank you for your consideration.
Sent from my iPhone

James Hoefert

From: Ann Hague [redacted]
Sent: Friday, June 26, 2020 10:34 AM
To: James Hoefert
Subject: Opposition to tree removal - Legends

James
Please register my opposition to the tree removal in the Legends subdivision. Our community needs more mature trees & green space, not less. The original architect/planner should have better designed the layout at conception.
Thank you
Ann Hague
6020 Andrews Way
Sent from my iPad

James Hoefert

From: Johnnie [redacted]
Sent: Monday, June 29, 2020 10:50 AM
To: James Hoefert
Subject: Tree removal

Hello James,

Thank you for returning my call from Friday. As a resident here in Legends, we have an old and beautiful Oak tree that has a sign requesting removal. Really hate to see such a beautiful historic Texas tree if I can call it that being removed. My opinion is not to remove the tree and it is such a beautiful Texas nature. So my vote if it counts is to reject the requested proposal.

Johnnie Feathes
3716 Legends Path
Flower Mound, Texas 75028

Johnnie

Sent from my iPhone

James Hoefert

From: Peggy Cathey [redacted]
Sent: Wednesday, July 1, 2020 3:22 PM
To: James Hoefert
Subject: I oppose the tree removal in Legends subdivision

James,

As residents of the Legends subdivision, we oppose the removal of the beautiful tree as you enter the neighborhood. The loss of this tree would be a loss for our neighborhood. The builder represented this tree as part of small park in the subdivision when we purchased our home.

Trees are vital to the environment and beautification of the city. We feel this tree removal is not necessary. The City of Flower Mound should not allow builders to remove our “elder” trees just for profit. These older trees are part of the history of Flower Mound, Texas. Flower Mound was established around 1850 and has maintained an environment unlike other cities in the metroplex which contributed our decision to move to Flower Mound.

Any consideration to **deny** this request would be appreciated.

Peggy and Robert Cathey

6040 Tompkins Trail

James Hoefert

From: Vickie Howell [redacted]
Sent: Wednesday, July 1, 2020 4:55 PM
To: James Hoefert
Subject: Oppose removal of tree removal in Legends subdivision

Dear James,
I fell in love with this neighborhood because of the trees that surround and are in our neighborhood. The tree at the entrance that is in danger of being removed represents Legends and what this neighborhood is about. When the builder bought the lot that tree stood there and if he thought he could not build around it why would he buy the lot? We want this tree in our neighborhood and I am opposed to the permit for removal.

With gratitude,
VICKIE HOWELL

On Jul 1, 2020, at 4:04 PM, James Hoefert <james.hoefert@flower-mound.com> wrote:

James Hoefert

From: Michael H. Krol [redacted]
Sent: Friday, July 3, 2020 8:48 AM
To: James Hoefert
Subject: Re: tree removal

Mr. Hoefert,
My wife and I live at 6029 Kenyon Ct, in the Legends community in Flower Mound. There is a very large and old Oak tree on an empty lot off of Legends Path that the developer/builder has petitioned the city for a tree removal permit.
My wife and I are adamantly opposed to this action. We do not want this tree removed. It was our understanding, per the salesman for the builder, that the tree would remain as is with no construction of a house on the lot. It would be a shame to remove such a beautiful and majestic tree for the sake of a few dollars for the builder and the HOA in which we belong.

Regards,

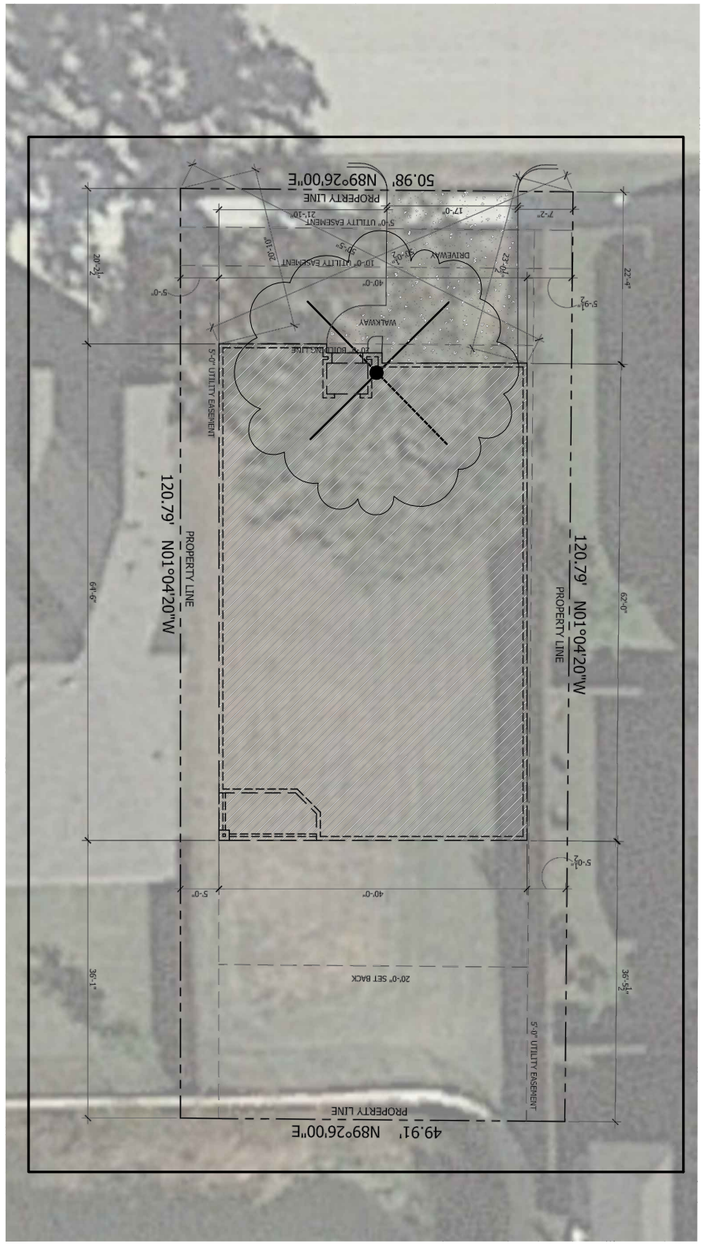
Michael Krol
[redacted]

James Hoefert

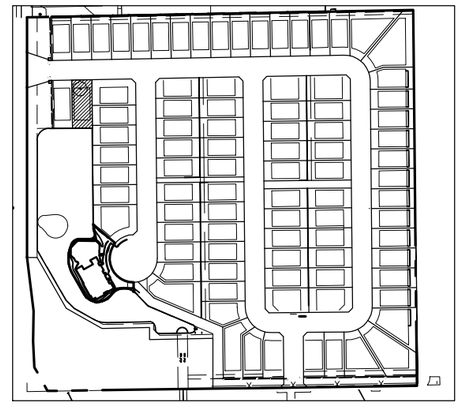
From: Eric Dickenson [redacted]
Sent: Monday, July 6, 2020 8:55 AM
To: James Hoefert
Subject: Legacy Tree #1065

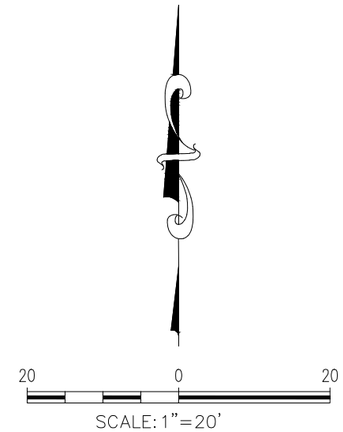
James,
I wanted to share my thoughts on removing the legacy tree #1065. I took the time today to drive by and see the tree. We have to few trees in Flower Mound to cut down a tree of this size! I request that you reject the application for this tree removal as a long time resident of Flower Mound(22 years).
Thank you for your time and be safe!
Eric Dickenson
3004 Oak crest Drive
Flower Mound Texas 75022

Sent from Mail for Windows 10



CONTEXT MAP





LEGEND

SPECIMEN TREE

SPECIMEN TREE TO REMOVE

Tree Removal Permit Application		
Tree #	Tree Size	Tree Type
1065	38.0"	POST OAK

The John R. McAdams Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
972. 436. 9712

201 Country View Drive
Roanoke, Texas 76262
940. 240. 1012

TBPE: 19762 TBPLS: 10194440
www.gacon.com
www.mcadamsco.com

McADAMS

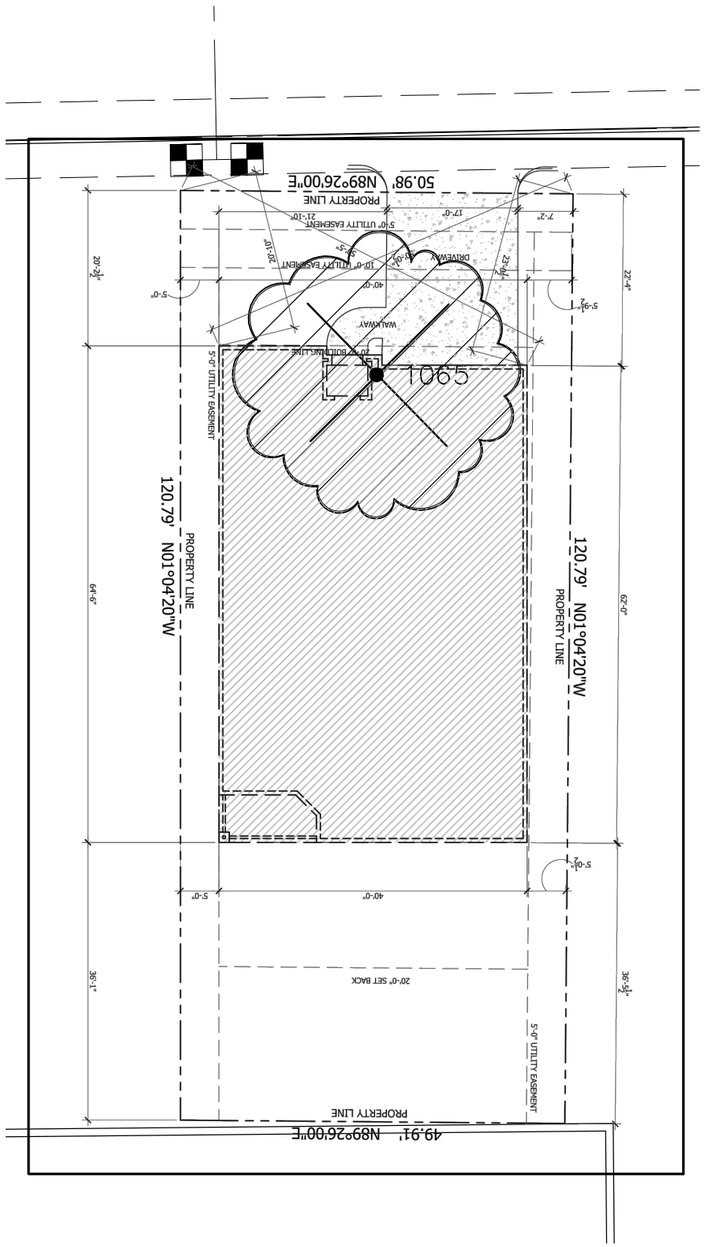
Lot 2, Block B
3755 LEGENDS PATH
0.14 Acres
in the
S. WAKEFIELD **SURVEY, ABSTRACT No.** 1380
TOWN OF FLOWER MOUND
DENTON **COUNTY, TEXAS**

TREE SURVEY

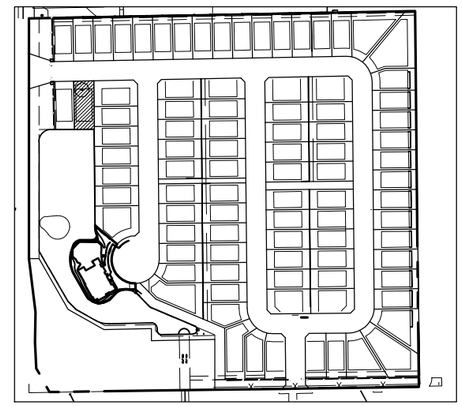
Drawn By: XD
Date: 06/23/2020
Scale: 1" = 20'
Revisions:
####

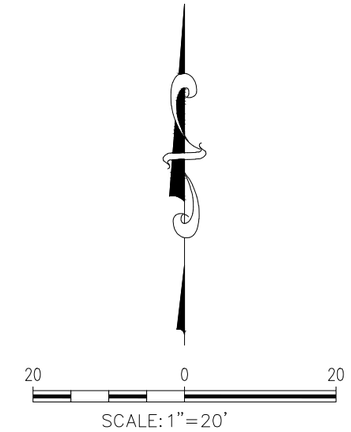
SPEC-20129

File: M:\Projects\PROMOTIONAL\SPEC-20129 3755 Legends Path\04-Production\Planning and LA\Exhibits\Landscape Architecture\TREE REMOVAL EXHIBIT

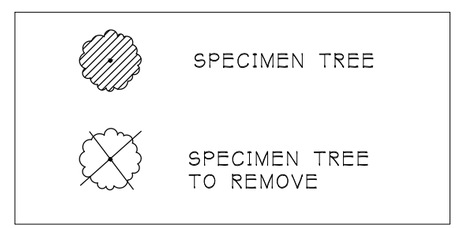


CONTEXT MAP





LEGEND



Tree Removal Permit Application		
Tree #	Tree Size	Tree Type
1065	38.0"	POST OAK

The John R. McAdams Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
972. 436. 9712

201 Country View Drive
Roanoke, Texas 76262
940. 240. 1012

TBPE: 19762 TBPLS: 10194440
www.gacon.com
www.mcadamsco.com

McADAMS

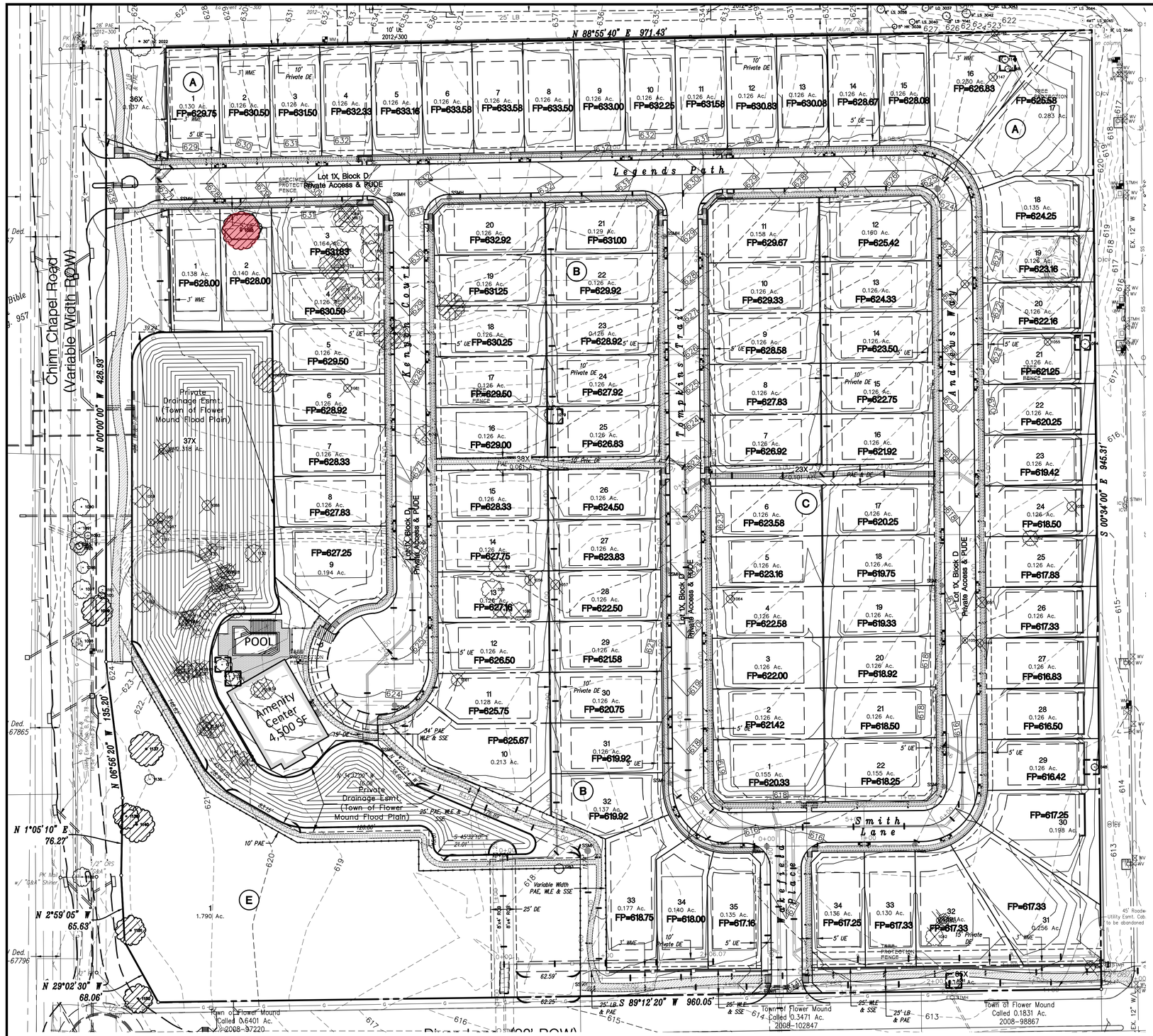
Lot 2, Block B
3755 LEGENDS PATH
0.14 Acres
in the
S. WAKEFIELD **SURVEY, ABSTRACT No.** 1380
TOWN OF FLOWER MOUND
DENTON **COUNTY, TEXAS**

TREE SURVEY

Drawn By: XD
Date: 06/23/2020
Scale: 1" = 20'
Revisions:
####

SPEC-20129

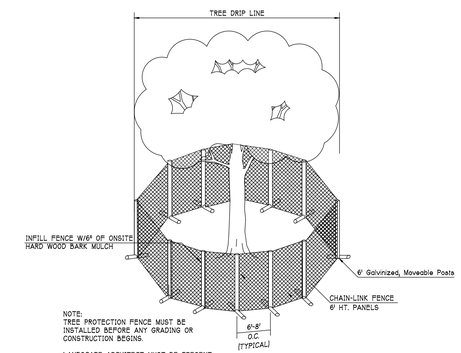
File: M:\Projects\PROMOTIONAL\SPEC-20129 3755 Legends Path\04-Production\Planning and LA\Exhibits\Landscape Architecture\TREE REMOVAL EXHIBIT



LEGEND

- SPECIMEN TREE
- TREE TO REMAIN
- TREE TO REMOVE
- TREE PROTECTION FENCE
- TREE PROTECTION FENCE (SPECIMEN)

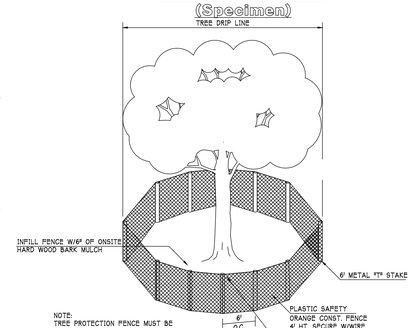
Tree Removal Permit Application			
	Tree #	Tree Size	Tree Type
1	1071	28"	Post Oak
2	1073	26"	Post Oak
3	1076	33"	Post Oak
4	1144	26"	American Elm
5	1067	28.5"	Post Oak
6	1078	26.5"	Post Oak
7	1082	34	Post Oak



NOTE:
TREE PROTECTION FENCE MUST BE INSTALLED BEFORE ANY GRADING OR CONSTRUCTION BEGINS.

LANDSCAPE ARCHITECT MUST BE PRESENT WHEN ANY WORK IS DONE WITHIN THE TREE PROTECTION FENCE.

TREE PROTECTION (Specimen)



NOTE:
TREE PROTECTION FENCE MUST BE INSTALLED BEFORE ANY GRADING OR CONSTRUCTION BEGINS.

LANDSCAPE ARCHITECT MUST BE PRESENT WHEN ANY WORK IS DONE WITHIN THE TREE PROTECTION FENCE.

TREE PROTECTION

50 0 50 100 150 Feet

TOTAL PROTECTED TREES:.....94
TOTAL NON-SPECIMEN PROTECTED TREES:..... 86
TOTAL PROTECTED SPECIMEN TREES:..... 8

TOTAL NON-SPECIMEN PROTECTED TREES REMOVED:..... 77
TOTAL PROTECTED SPECIMEN TREES REMOVED:..... 7

TOTAL NON-SPECIMEN PROTECTED TREES SAVED:.....9
TOTAL PROTECTED SPECIMEN TREES SAVED:..... 1

THIS SITE IS LOCATED IN A SPECIFIC PLAN AREA, NO MITIGATION IS REQUIRED FOR THE REMOVAL OF TREES.

OWNER/DEVELOPER
CENTURION ACQUISITIONS, LP
1221 NORTH I-35E, SUITE 200
CARROLLTON, TEXAS 75006
Ph. (469) 892-7200
Fax (817) 886-3626
Contact: Ross Calhoun

ENVIRONS GROUP
LANDSCAPE ARCHITECTURE
a division of G & A Consultants, Inc.
111 Hillside Drive • Lewisville, TX 75057 • P: 972.317.0276 • F: 972.436.9715

LEGENDS
LEGENDS ADDITION
21.988 Acres
in the
S. WAKEFIELD SURVEY, ABSTRACT NO. 1380
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

TREE REMOVAL

REGISTERED LANDSCAPE ARCHITECT RON A. STEWART STATE OF TEXAS
2/15/2013

Drawn By: JP
Date: 10/29/2012
Scale: 1"=50'
Revisions:
12/20/12
01/11/13

11143

T1

File: Z:\2011\11143\Drawings\Construction Plans\Sheet Set\11143.TS
Plotted: 2/15/2013 12:49 PM, by Roy Jacobsen Saved: 2/7/2013 4:31 PM, by Jonnson

	TREE #	CALIPER (")	COMMON NAME	*BOTANICAL NAME*	PROTECTED	REMOVED	SPECIMEN	REMARKS
1	1041	16	AMERICAN ELM	*Ulmus americana*	Y	N		
2	1042	18	AMERICAN ELM	*Ulmus americana*	Y	Y		BUILDABLE AREA
3	1043	10	AMERICAN ELM	*Ulmus americana*	Y			OFFSITE
4	1044	6	AMERICAN ELM	*Ulmus americana*	Y	Y		BUILDABLE AREA
5	1045	10	AMERICAN ELM	*Ulmus americana*	Y	Y		ROW
6	1046	10	AMERICAN ELM	*Ulmus americana*	Y	Y		BUILDABLE AREA
7	1047	10.5	AMERICAN ELM	*Ulmus americana*	Y	Y		UTILITY
8	1048	7	AMERICAN ELM	*Ulmus americana*	Y	N		
9	1049	8	AMERICAN ELM	*Ulmus americana*	Y	Y		ROW
10	1050	6	AMERICAN ELM	*Ulmus americana*	Y	Y		ROW
11	1051	11	PECAN	*Carya illinoinensis*	Y	Y		ROW
12	1052	15.5	AMERICAN ELM	*Ulmus americana*	Y	Y		BUILDABLE AREA
13	1053	10	AMERICAN ELM	*Ulmus americana*	Y	Y		BUILDABLE AREA
14	1054	9.5	AMERICAN ELM	*Ulmus americana*	Y	N		
15	1055	7	AMERICAN ELM	*Ulmus americana*	Y	Y		BUILDABLE AREA
16	1056	23.5	AMERICAN ELM	*Ulmus americana*	Y	Y		BUILDABLE AREA
17	1057	11	PECAN	*Carya illinoinensis*	Y	Y		BUILDABLE AREA
18	1058	21	POST OAK	*Quercus stellata*	Y	Y		BUILDABLE AREA
19	1059	14	POST OAK	*Quercus stellata*	Y	Y		BUILDABLE AREA
20	1060	18	POST OAK	*Quercus stellata*	Y	Y		BUILDABLE AREA
21	1061	12	PECAN	*Carya illinoinensis*	Y	Y		BUILDABLE AREA
22	1062	18	POST OAK	*Quercus stellata*	Y	Y		BUILDABLE AREA
23	1063	21	BLACKJACK OAK	*Quercus marilandica*	Y	Y		ROW
24	1064	8	PECAN	*Carya illinoinensis*	Y	Y		BUILDABLE AREA
25	1065	37.5	POST OAK	*Quercus stellata*	Y	N	Y	
26	1066	17.5	POST OAK	*Quercus stellata*	Y	Y		
27	1067	28.5	POST OAK	*Quercus stellata*	Y	Y	Y	
28	1068	19	POST OAK	*Quercus stellata*	Y	Y		BUILDABLE AREA
29	1069	20.5	POST OAK	*Quercus stellata*	Y	Y		BUILDABLE AREA
30	1070	17	POST OAK	*Quercus stellata*	Y	Y		BUILDABLE AREA
31	1071	28	POST OAK	*Quercus stellata*	Y	Y	Y	BUILDABLE AREA
32	1072	23.5	POST OAK	*Quercus stellata*	Y	Y		BUILDABLE AREA
33	1073	26	POST OAK	*Quercus stellata*	Y	Y	Y	BUILDABLE AREA
34	1074	15	POST OAK	*Quercus stellata*	Y	Y		BUILDABLE AREA
35	1075	20	POST OAK	*Quercus stellata*	Y	Y		BUILDABLE AREA
36	1076	33	POST OAK	*Quercus stellata*	Y	Y	Y	ROW
37	1077	23	POST OAK	*Quercus stellata*	Y	Y		ROW
38	1078	26.5	POST OAK	*Quercus stellata*	Y	Y	Y	
39	1079	18.5	POST OAK	*Quercus stellata*	Y	N		
40	1080	20.5	BLACKJACK OAK	*Quercus marilandica*	Y	Y		ROW
41	1081	8	CHITTAMWOOD	*Bumelia lanuginosa*	Y	Y		BUILDABLE AREA
42	1082	34	POST OAK	*Quercus stellata*	Y	Y	Y	
43	1083	10.5	AMERICAN ELM	*Ulmus americana*	Y	Y		DRAINAGE ESMT
44	1084	13.5	AMERICAN ELM	*Ulmus americana*	Y	Y		DRAINAGE ESMT
45	1085	12	AMERICAN ELM	*Ulmus americana*	Y	Y		DRAINAGE ESMT
46	1086	7	AMERICAN ELM	*Ulmus americana*	Y	Y		DRAINAGE ESMT
47	1087	14	AMERICAN ELM	*Ulmus americana*	Y	Y		DRAINAGE ESMT
48	1088	10.5	AMERICAN ELM	*Ulmus americana*	Y	Y		DRAINAGE ESMT
49	1089	22.5	AMERICAN ELM	*Ulmus americana*	Y	Y		DRAINAGE ESMT
50	1090	17.5	AMERICAN ELM	*Ulmus americana*	Y			OFFSITE
51	1091	13.5	PECAN	*Carya illinoinensis*	Y			OFFSITE
52	1092	7	AMERICAN ELM	*Ulmus americana*	Y			OFFSITE
53	1093	17	AMERICAN ELM	*Ulmus americana*	Y			OFFSITE
54	1094	7	AMERICAN ELM	*Ulmus americana*	Y			OFFSITE
55	1095	13.5	AMERICAN ELM	*Ulmus americana*	Y			OFFSITE
56	1096	12	AMERICAN ELM	*Ulmus americana*	Y			OFFSITE
57	1097	19	AMERICAN ELM	*Ulmus americana*	Y			OFFSITE
58	1098	14.5	AMERICAN ELM	*Ulmus americana*	Y			OFFSITE
59	1099	31	POST OAK	*Quercus stellata*	Y		Y	OFFSITE
60	1100	7	AMERICAN ELM	*Ulmus americana*	Y			OFFSITE
61	1101	8.5	AMERICAN ELM	*Ulmus americana*	Y			OFFSITE
62	1098	18.5	AMERICAN ELM	*Ulmus americana*	Y			OFFSITE
63	1102	21	AMERICAN ELM	*Ulmus americana*	Y	Y		DRAINAGE ESMT
64	1103	7.5	AMERICAN ELM	*Ulmus americana*	Y	Y		DRAINAGE ESMT
65	1104	11.5	AMERICAN ELM	*Ulmus americana*	Y	Y		DRAINAGE ESMT
66	1105	8	AMERICAN ELM	*Ulmus americana*	Y	Y		DRAINAGE ESMT
67	1106	9	AMERICAN ELM	*Ulmus americana*	Y	Y		DRAINAGE ESMT
68	1107	8	AMERICAN ELM	*Ulmus americana*	Y	Y		DRAINAGE ESMT
69	1108	14	AMERICAN ELM	*Ulmus americana*	Y	Y		DRAINAGE ESMT
70	1109	12.5	AMERICAN ELM	*Ulmus americana*	Y	Y		DRAINAGE ESMT
71	1110	9	AMERICAN ELM	*Ulmus americana*	Y	Y		DRAINAGE ESMT
72	1111	12.5	AMERICAN ELM	*Ulmus americana*	Y	N		
73	1112	10	AMERICAN ELM	*Ulmus americana*	Y	N		
74	1113	14.5	AMERICAN ELM	*Ulmus americana*	Y	N		
75	1114	10	AMERICAN ELM	*Ulmus americana*	Y	Y		DRAINAGE ESMT
76	1115	6	AMERICAN ELM	*Ulmus americana*	Y	Y		DRAINAGE ESMT
77	1116	15.5	AMERICAN ELM	*Ulmus americana*	Y	Y		DRAINAGE ESMT
78	1117	9	AMERICAN ELM	*Ulmus americana*	Y	Y		DRAINAGE ESMT
79	1118	12.5	AMERICAN ELM	*Ulmus americana*	Y	Y		DRAINAGE ESMT
80	1119	11	AMERICAN ELM	*Ulmus americana*	Y	Y		DRAINAGE ESMT
81	1120	13.5	AMERICAN ELM	*Ulmus americana*	Y	Y		DRAINAGE ESMT
82	1121	19	AMERICAN ELM	*Ulmus americana*	Y	Y		DRAINAGE ESMT
83	1122	15.5	AMERICAN ELM	*Ulmus americana*	Y	Y		DRAINAGE ESMT
84	1123	6	AMERICAN ELM	*Ulmus americana*	Y	Y		DRAINAGE ESMT
85	1124	11	AMERICAN ELM	*Ulmus americana*	Y	Y		DRAINAGE ESMT
86	1125	8.5	AMERICAN ELM	*Ulmus americana*	Y	Y		DRAINAGE ESMT
87	1126	11.5	AMERICAN ELM	*Ulmus americana*	Y	Y		DRAINAGE ESMT
88	1127	12	AMERICAN ELM	*Ulmus americana*	Y	Y		DRAINAGE ESMT
89	1128	15.5	AMERICAN ELM	*Ulmus americana*	Y	Y		DRAINAGE ESMT
90	1129	16	AMERICAN ELM	*Ulmus americana*	Y	Y		DRAINAGE ESMT
91	1130	12.5	AMERICAN ELM	*Ulmus americana*	Y	Y		DRAINAGE ESMT
92	1131	15.5	AMERICAN ELM	*Ulmus americana*	Y	Y		DRAINAGE ESMT
93	1132	18	AMERICAN ELM	*Ulmus americana*	Y	Y		DRAINAGE ESMT
94	1133	15.5	AMERICAN ELM	*Ulmus americana*	Y	Y		BUILDABLE AREA
95	1134	21.5	AMERICAN ELM	*Ulmus americana*	Y	Y		BUILDABLE AREA
96	1135	15	AMERICAN ELM	*Ulmus americana*	Y	Y		DRAINAGE ESMT
97	1136	8.5	AMERICAN ELM	*Ulmus americana*	Y	Y		DRAINAGE ESMT
98	1137	34.5	POST OAK	*Quercus stellata*	Y		Y	OFFSITE
99	1138	10.5	BRADFORD PEAR	*Pyrus calleryana*				OFFSITE
100	1139	25.5	POST OAK	*Quercus stellata*	Y		Y	OFFSITE
101	1140	35	POST OAK	*Quercus stellata*	Y		Y	OFFSITE
102	1141	27	AMERICAN ELM	*Ulmus americana*	Y	Y		DRAINAGE ESMT
103	1142	9	AMERICAN ELM	*Ulmus americana*	Y	Y		DRAINAGE ESMT
104	1143	19	AMERICAN ELM	*Ulmus americana*	Y	Y		DRAINAGE ESMT
105	1144	26	AMERICAN ELM	*Ulmus americana*	Y	Y	Y	DRAINAGE ESMT
106	1145	8	AMERICAN ELM	*Ulmus americana*	Y	Y		ROW
107	1146	7	POST OAK	*Quercus stellata*	Y	Y		BUILDABLE AREA
108	1147	8.5	PECAN	*Carya illinoinensis*	Y	Y		BUILDABLE AREA
109	1148	6.5	PECAN	*Carya illinoinensis*	Y	N		
110	1149	7	PECAN	*Carya illinoinensis*	Y	N		
111	1150	29	AMERICAN ELM	*Ulmus americana*	Y		Y	OFFSITE
112	1151	30	AMERICAN ELM	*Ulmus americana*	Y		Y	OFFSITE
113	1152	19	PECAN	*Carya illinoinensis*	Y			OFFSITE

TREE PRUNING, REMOMAL AND PROTECTION MEASURES

A. QUALITY ASSURANCE
1) Comply with applicable Federal, state, county and local regulations governing landscape work.
2) Employ only experienced personnel. Provide adequate supervision by qualified foreman.

B. JOB CONDITIONS
1) Coordination: Coordinate and cooperate with other contractors to enable the work to proceed as rapidly and efficiently as possible.
2) In order to minimize conflict, secure from the Construction Manager copies of layout drawings showing the location of all underground utility lines and other structures.

C. PRODUCTS
1) MULCH: Double shredded hardwood mulch free of sticks, dirt and other debris as derived from the site clearing.

D. DEFINITIONS
1) CRZ: Critical Root Zone: The soil space directly under the canopy of any tree, extending out at least 7 feet from the trunk or 2/3 the distance to the dripline, whichever is greater.
2) TPZ: Tree Protection Zone: The entire soil space located directly under the dripline of any tree (the entire dripline).
3) CRS: Complete Root System: The soil space directly under the dripline of any tree and an additional 7 feet beyond said dripline.
4) TPF: Tree Protection Fence: The orange safety barrier netting that shall extend around the entire circumference of the tree at the TPZ.

E. PRE – CONSTRUCTION TREE PRUNING
1) Personnel Qualifications: All pruning shall be performed under the supervision of an International Society Arboriculture (ISA) Certified Arborist.
2) All trees within the project area shall be pruned to:
   i) Clear the crown of diseased, crossing, weak and dead wood to a minimum of 1 ½ inches in diameter.
   ii) Provide 14 feet of vertical clearance over streets and 8 feet over sidewalks.
   iii) Remove stubs, cutting outside the woundwood tissue that has formed around the branch.
   iv) Reduce end weight on heavy, horizontal branches by selectively removing small diameter branches, no greater than 2 to 3 inches, near the ends of the scaffolds.
3) Pruning cuts shall be made in accordance with ANSI 300 Pruning Standard and work shall be performed in accordance with ANSI Z133.1 Safety Standard. Pruning shall be in accordance with ISA's Best Management Practices: Tree Pruning .
4) No more than 20 percent of live foliage shall be removed from any tree.
5) Brush shall be chipped and chips shall be spread underneath trees within the tree protection zone to a maximum depth of 6 inches, leaving the trunk clear of mulch.

F. TREE REMOVAL
1) Trees preservation requires a commitment to preserving and maintaining retained trees, as well as removal of any unsuited trees within the Project Area.
2) All wood debris from all tree removals at the Project Site is to be chipped and stored on site for use on site in the tree preservation efforts at the discretion of the Landscape Architect.
3) The limits of all tree protection zones shall be staked in the field and observed by all contractors.
4) Any brush clearing required within the tree protection zone shall be accomplished with hand operated equipment.
5) Trees to be removed from within the tree protection zone shall be removed under the supervision of a Certified Arborist. The trees shall be cut near ground level and the stump ground out.

G. TREE PROTECTION
1) Before beginning work, the Project Manager, Landscape Architect and/or Owner or their agents are required to meet at the site to review all work procedures, access routes, storage areas, and tree protection measures. Any intended construction activities inside the TPZ shall be clearly outlined.
2) Fences shall be erected to protect trees to be preserved prior to construction equipment arriving on the Project Site . Fences will define the specific protection zone for each tree or group trees. Fences are to be maintained and remain until all site work has been completed and final landscape operations begin. Fences may not be relocated or removed without written permission from the

1) Landscape Architect. Fences may be constructed from 6' "T" stakes and orange web fence material.
2) All trees to be preserved shall have 6 inches of hardwood mulch applied inside the tree protection zone. This hardwood mulch shall be replenished as necessary to maintain a 6 inch depth.
3) Construction trailers, traffic and storage areas must remain outside fenced areas at all times.
4) Tree roots extend out in a straight, radial direction from the tree much like spokes on a wheel (to a depth generally not exceeding 24"). All underground utilities and drain or irrigation lines shall be routed outside the tree protection zone. If lines must traverse the protection area, they shall be tunneled or bored under the tree. Trench es "airdug" with Air Spade (registered trademark) or similar technology are
the only exceptions. Irrigation line may be routed in any direction outside the dripline of retained trees. Irrigation lines inside the dripline must be in a straight, radial direction towards the tree trunk and terminate in a dead end sprinkler head no greater than 7 feet from a tree trunk. (irrigation lines shall not in any way bisect and therefore damage the "spoke-like" root system).
5) No materials, equipment, spoil, or waste or washout water may be deposited, stored, or parked within the tree protection zone.
6) If unintentional injury should occur to any tree during construction, it shall be reported to the Landscape Architect within six hours so that remedial action can be taken. Timeliness is critical to tree health. The cost of any remedial treatments will become the burden of the offending contracting company.
7) Any grading, construction, demolition, or other work that is expected to encounter tree roots must be monitored by the Landscape Architect. Specific locations or tree tag numbers should be identified.

OWNER/DEVELOPER
CENTURION ACQUISITIONS, LP
1221 NORTH I-35E, SUITE 200
CARROLLTON, TEXAS 75006
Ph. (469) 892-7200
Fax (817) 886-3626
Contact: Ross Calhoun

ENVIRONS GROUP
LANDSCAPE ARCHITECTURE
a division of G & A Consultants, Inc.
111 Hillside Drive • Lewisville, TX 75057 • P: 972.317.0276 • F: 972.436.9715

LEGENDS
LEGENDS ADDITION
21.988 Acres
in the
S. WAKEFIELD SURVEY, ABSTRACT NO. 1380
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

TREE REMOVAL ID

REGISTERED LANDSCAPE ARCHITECT
RON A. STEWART
STATE OF TEXAS
2/15/2013

Drawn By: JP
Date: 10/29/2012
Scale: ####
Revisions:
12/20/12
01/11/13

11143

T2

File: Z:\2011\11143\Drawings\Construction Plans\Sheet Set\11143 T2
Plotted: 2/15/2013 12:49 PM, by Ray Sebastian; Sheet: 2/7/2013 4:31 PM, by Jameson

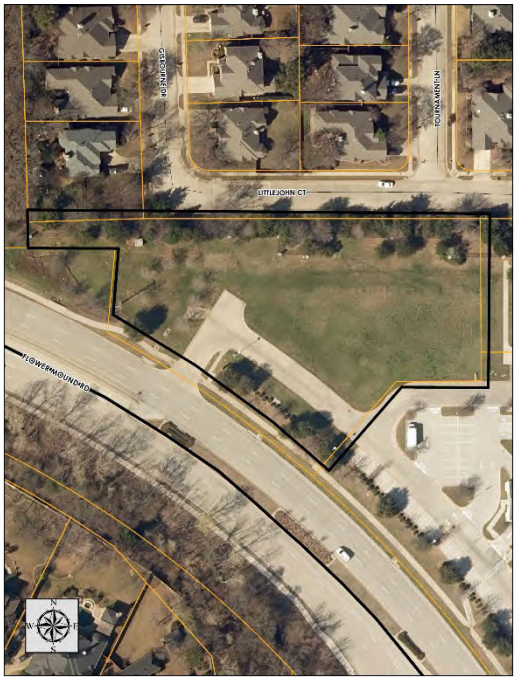
TOWN COUNCIL AGENDA ITEM NO. 14

REGULAR ITEM

DATE: August 17, 2020

FROM: Claire Barnes, Planner

ITEM: **Public Hearing to consider an ordinance for rezoning (ZPD20-0003 – Morriss Commons Lot 8) to amend Planned Development No. 84 (PD-84) with Retail District-2 uses, by adding new concept plans for Lot 8, Block 1, of the Morriss Commons Addition. The property is generally located west of Morriss Road and north of Flower Mound Road. (*The Planning and Zoning Commission recommended approval by a vote of 5 to 0 at its August 10, 2020, meeting*.)**



SUMMARY DATA:

- Lot Size – approx. 1.782 acres
- Current Zoning – PD-84 with R-2 uses
- SMARTGrowth – Passed under ZPD09-04. The Morriss Commons Addition Lot 8 has direct access to Flower Mound Road (FM 3040). The addition of approximately 600 square feet of retail/restaurant space between the proposed plan versus the currently approved plan will result in a very minimal net increase of traffic along the adjacent roadways.
- Proposed Use – retail and general restaurant
- Building Square Feet –8,040 square feet
- Exceptions – N/A
- Incentives – N/A

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

ATTACHMENTS:

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

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

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

PLANNING AND ZONING COMMISSION

AGENDA ITEM NO: 3

REGULAR ITEM

DATE: August 10, 2020

FROM: Claire Barnes, Planner

ITEM: Public Hearing to consider an ordinance for rezoning (ZPD20-0003 – Morriss Commons Lot 8) to amend Planned Development No. 84 (PD-84) with Retail District-2 uses, by adding new concept plans for Lot 8, Block 1, of the Morriss Commons Addition. The property is generally located west of Morriss Road and north of Flower Mound Road.

I. ITEM SUMMARY

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

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of this zoning application is to amend the approved concept plans and elevations of Planned Development No. 84 (PD-84) to allow for one singular retail/restaurant building in place of Buildings “A” and “B”. The subject site is approximately 1.782 acres. The property is zoned Planned Development District-84 (PD-84) for retail uses.

On March 21, 2005, Town Council approved Ordinance No. 31-05 establishing PD-84. The ordinance included a concept site plan, concept landscape plan, and concept elevations. On September 26, 2005, the Planning and Zoning Commission approved a replat of the Morriss Commons Addition to create eight non-residential lots.

PD-84’s concept site plan depicted two retail buildings, Building “A” (3850 square feet) and Building “B” (3600 square feet), for a total of 7,450 square feet on the lot now designated as Lot 8. Ordinance No. 31-05 also included specific elevations for Building “B”. As this development is transitioning from two buildings to one, it was not possible for the applicant to comply with the original elevations as adopted.

The applicant is proposing amending the approved concept plan to depict one 8,040 square-foot building in place of Buildings “A” and “B”. In conformance with PD-84 zoning, the applicant is proposing the building be utilized for retail and general restaurant uses.

The concept landscape plan shown in PD-84 called out a 1,050 square-foot amenity plaza on Lot 8. The applicant is proposing a 1,152 square-foot amenity plaza to address

this standard. Per the concept plan, the proposed amenity area features a pergola with seating and landscaping.

The concept elevations depict a primarily brick and stone building. PD-84 requires that elevations facing Morriss Road or Flower Mound Road incorporate a “front-door” elevation. Entryway features, such as the ones present throughout the Morriss Commons development, have been included on both the west and south elevations facing Flower Mound Road in order to meet this requirement. This also ensures a unified design theme throughout the development, as required by the Town’s Urban Design Plan.

If the zoning amendment is approved, a site plan for the development will be required.

III. CORRESPONDENCE

The Town Code requires both public notice in a newspaper of general circulation (Denton Record Chronicle) and notification of the property owners within 200 feet of the subject property for all zoning application requests. ZPD20-0003 had a total of 26 Property Owner Notifications mailed. At the time this report was written, staff had received 1 item of correspondence in opposition regarding this item.

IV. ATTACHMENTS

A. Background Information

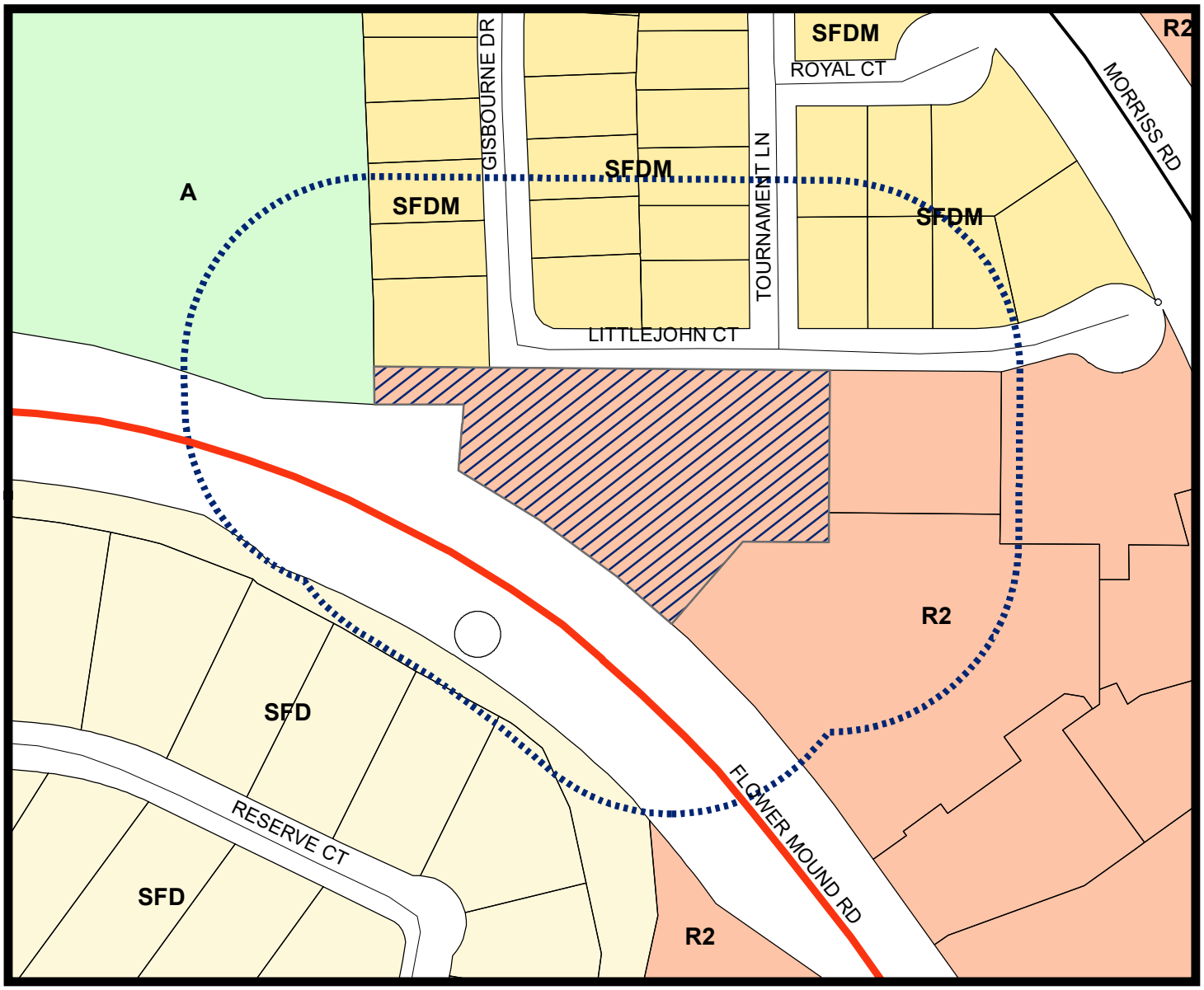
1. Vicinity Map
2. Letter of Intent

B. Application Details

1. Concept Site Plan
2. Concept Landscape Plan
3. Concept Elevations

Vicinity Map

Reference Project: ZPD20-0003

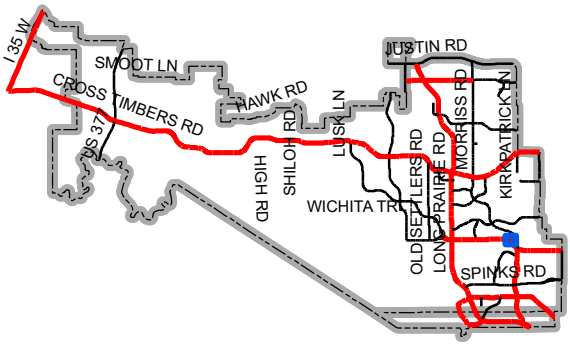


LEGEND

Agriculture | Retail 2 | Single Family Density | Single Family Density Medium

Subject Property

200 ft Notification Buffer around Property



Map Location

0 125 250 500 Feet

VASQUEZ ENGINEERING, L.L.C.

June 1, 2020

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

Re: Letter of Intent – Lot 8, Block 1 – Morriss Commons Addition

Dear City Planner,

Our client would like to request to amend the previously approved Concept Plan under PD No. 84 with R-2 uses for Lot 8, Block 1 of the Morriss Commons Addition. The reason for the request is to allow for the development of a single building in lieu of two buildings as currently approved.

The property is approximately 77,637 SF or 1.782 acres.

The elevations will be substantially conforming to the previously approved Concept Elevations.

Concurrently with this application our client is processing a separate Site Plan application for the development.

The developer intends construct the project in a single phase and is not intending to request any variances.

Developer:

Mr. Srinivas Chaluvadi
3040 Pavilion
4433 Punjab Way, Suite #301
Frisco, TX 75033

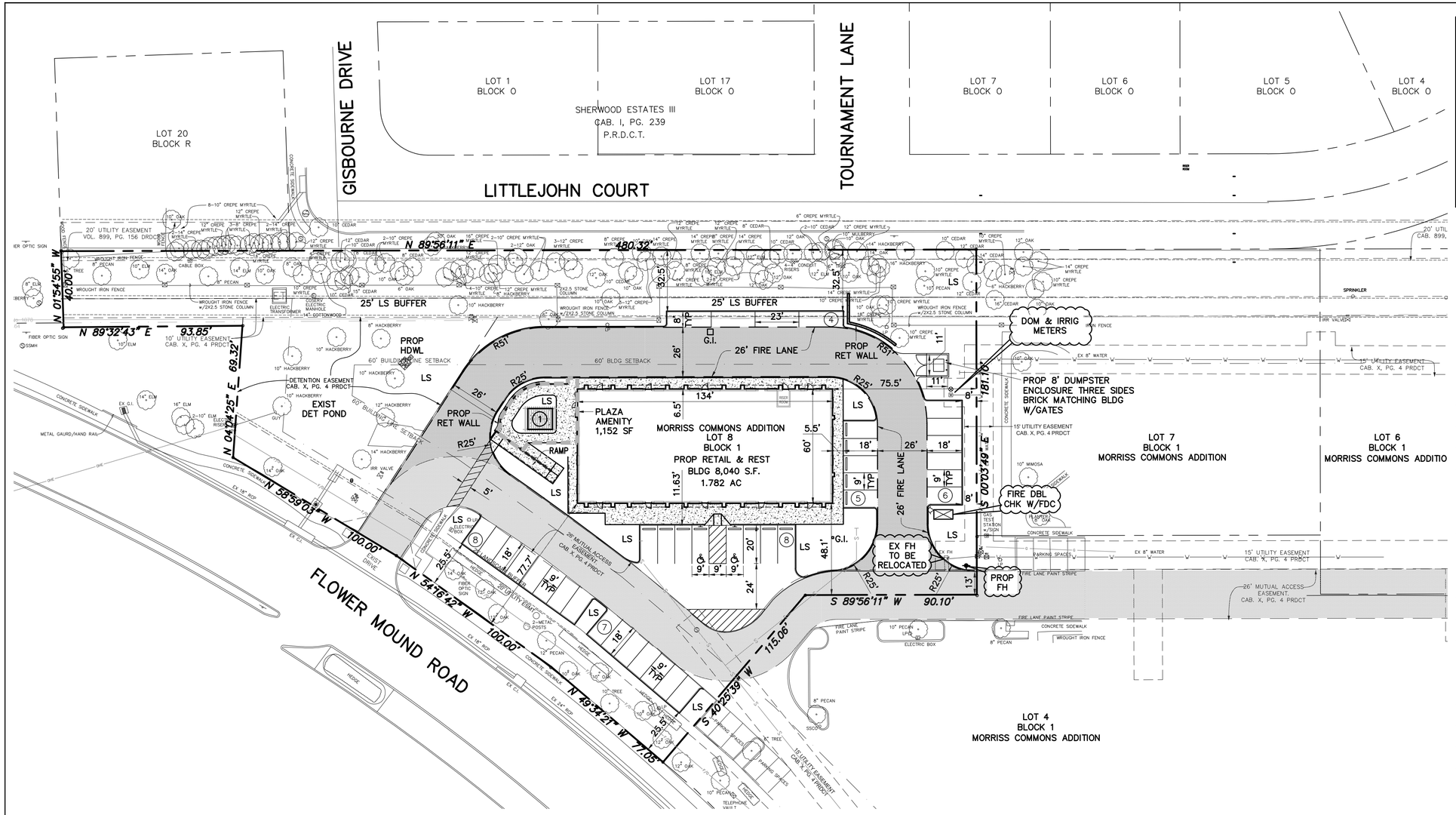
If you have any questions or need additional information, please let me know.

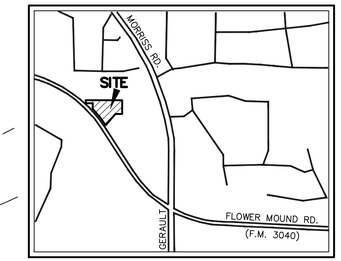
Sincerely,
Vasquez Engineering, L.L.C.

Juan J. Vasquez

Juan J. Vasquez, P.E.
President

1919 S. Shiloh Road, Suite 440, LB 44 ◦ Garland, TX 75042 ◦ Tel. 972-278-2948 ◦ www.vasquezengineering.com





LOCATION MAP
N.T.S.

GRAPHIC SCALE
0 15 30 60
(IN FEET)
1 inch = 30 ft.

NO.	DATE	APP.

VASQUEZ ENGINEERING L.L.C.
1919 S. SHILOH RD
Suite 440, LB44
Garland, Texas 75042
Ph: 972-278-2948
TX Registration # F-12266

THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, PERMITTING OR BIDDING PURPOSES
JUAN J. VASQUEZ, P.E.
TEXAS NO. 89852
DATE: 07/20/2020
VASQUEZ ENGINEERING, L.L.C.
TX REG. F-12266

SITE DATA TABLE

Physical Address	MORRISS ROAD	
Gross Site Area	1.782 Acreage & 77,637 S.F.	
Net Site Area	1.782 Acreage & 77,637 S.F.	
Zoning	Retail - 2(R-2) within PD-84	
Current use	Vacant/Detention Pond	
Lot Coverage Data:		
Building Coverage	10.4% / 8,040 S.F.	
Impervious Area	51.1% / 39,648 S.F.	
Pervious Area	48.9% / 37,989 S.F.	
Parking Summary	Required	Provided
Surface Parking		
Retail 1/250 (6690 SF)	27	22
Rest 1/75 (1350 SF)	18	16
Total Parking	45	38 (20% DEVIATION)
Building Data		
Building	1-Story	
Peak Height	28'-10"	
Mean Height	20'-10"	
Total Square Footage	8,040 S.F.	

MASTER PLAN FEATURES	
LAND USE PLAN	RETAIL / SPA 9
URBAN DESIGN PLAN	LONG PRAIRIE DISTRICT
PARKS AND TRAILS	PURPLE CONEFLOWER TRAIL - 8'
OPEN SPACE PLAN	N/A
THOROUGHFARE PLAN	FLOWER MOUND ROAD - MAJOR ARTERIAL (VAR WIDTH ROW)
WATER PLAN	8" LOOP - EAST P.L.
WASTEWATER PLAN	LONG PRAIRIE DISTRICT - 8" AT SEC
ECONOMIC IMPACT	SALES TAX

NOTES
1. SURVEY PREPARED BY NEEL - SCHAFFER INC., DATED MARCH 2020
2. ALL DIMENSIONS ARE TO EDGE OF PAVEMENT, FACE OF CURB, FACE OF BUILDING, UNLESS OTHERWISE NOTED.
3. ALL RADII NOT LISTED ARE 2' FACE OF CURB.
4. SEE CIVIL PLANS FOR SITE DESIGN.
5. SEE LANDSCAPE PLANS FOR SITE LANDSCAPING.
6. ACCORDING TO FEMA FIRM 48121C0545, DATED 4/02/1997 THE PROPERTY IS IN ZONE X.

CITY NOTES:
1. ALL RETAINING/DETAINING WALLS, TURN DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING. OR ALL RETAINING/DETAINING WALLS, TURN DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO COMPLEMENT THE MATERIALS AND COLORS WITHIN THIS DEVELOPMENT.
2. ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
3. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
4. DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
5. DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
6. SIGNS REQUIRE A SEPARATE BUILDING PERMIT.
7. ANY SIGNS DEPICTED ON THE SUBJECT SITE PLAN/ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.
8. RETAINING WALLS 4.0' IN HEIGHT OR GREATER, INCLUDING FOOTINGS, WILL REQUIRE A SEPARATE BUILDING PERMIT THROUGH THE BUILDING DEPARTMENT.

LEGEND

EXISTING		PROPOSED
	PROPERTY LINE	
	PAVEMENT	
(8)	PARKING COUNT	
	SIDEWALK	
	FIRE LANE	
	LANDSCAPE	LS
	TREE	
	HEDGE ROW	

(1) PROPOSED PERGOLA

OWNER
BARCLAY TEXAS HOLDINGS
2390 CAMELBACK RD.
SUITE 200
PHOENIX, AZ 85016

DEVELOPER
3040 PAVILION
4433 PUNJAB WAY
SUITE 301
FRISCO, TEXAS 75033
CONTACT: SRI CHALUVADI
972-252-1261 TELE

ENGINEER/APPLICANT
VASQUEZ ENGINEERING, LLC
JUAN J. VASQUEZ, P.E.
1919 S. SHILOH ROAD
SUITE 440, LB 44
GARLAND, TEXAS 75042
972-278-2948 TELE
972-271-1383 FAX

TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY WHETHER INDICATED ON THESE PLANS OR NOT.

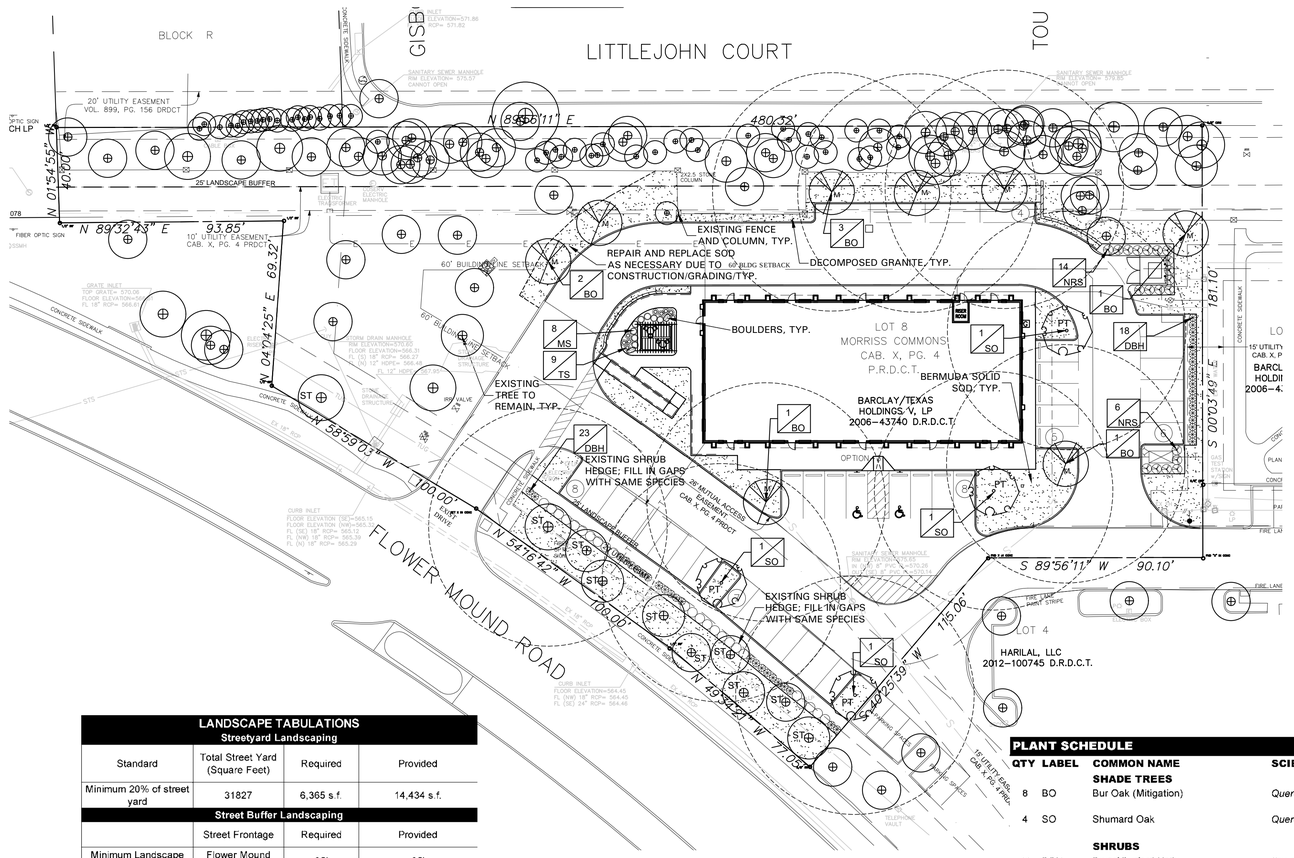
CONCEPTUAL SITE PLAN
3040 PAVILION
LOT 8, BLOCK 1
MORRISS COMMONS ADDITION
0.941 ACRES
CITY OF FLOWER MOUND,
DENTON COUNTY, TEXAS
JULY 14, 2020

DEVELOPER:
3040 PAVILION
4433 PUNJAB WAY
SUITE 301
FRISCO, TEXAS 75033

CONCEPTUAL SITE PLAN
3040 PAVILION
LOT 8, BLOCK 1
MORRISS COMMONS ADDITION
FLOWER MOUND, TX

Scale: 1" = 30'
Designed by: JJV
Drawn by: JJV
Checked by: JJV
603-13 CCSP1-SITE PLAN.dwg
07/14/2020

SHEET
CSP1



LANDSCAPE TABULATIONS

Standard	Total Street Yard (Square Feet)	Required	Provided
Streetyard Landscaping			
Standard	Total Street Yard (Square Feet)	Required	Provided
Minimum 20% of street yard	31827	6,365 s.f.	14,434 s.f.
Street Buffer Landscaping			
	Street Frontage	Required	Provided
Minimum Landscape Buffer	Flower Mound Road	25'	25'
Parking Area Landscaping			
Standard	No. of Parking Spaces	Required	Provided
90 s.f. per 12 parking spaces	38	285 s.f.	2,647 s.f.
SCREENING			
Parking Areas			
Standard	Street Frontage	Required	Provided
3' ht. parking screen	Flower Mound Road	YES	YES
Outdoor Storage Areas			
Standard	Street Frontage	Required	Provided
6' ht. screening device from street view	Flower Mound Road	YES	YES
Loading and Service Bays			
Standard	Street Frontage	Required	Provided
6' ht. screening device from street view	NA	NA	NA
PLANTING STANDARDS			
Street Yard Trees			
Standard	Total Street Yard (square feet)	Required	Provided
10,000 - 110,000 s.f. = 1 tree per 2,500 s.f. +10 trees	31,827 s.f.	23 trees, 3" cal.	4 proposed trees, 3" cal. 19 existing trees
Trees required to satisfy other provisions of this division and lying within the street yard may be used to satisfy the requirements of this section.			
Street Buffer Trees			
Standard	Street Frontage (Linear Feet)	Required	Provided
1 tree, 3" cal., per 30 l.f.	Flower Mound Road - 276 L.F.	9 trees, 3" cal.	10 existing trees
Parking Area Trees			
Standard	No. of Parking Spaces	Required	Provided
1 tree, 3" cal., per 10 Parking Spaces	38	4 trees, 3" cal.	4 trees, 3" cal., 1 existing tree
All parking spaces are located withing 50 ft. of a tree.			

GENERAL LAWN NOTES

1. CONTRACTOR SHALL COORDINATE OPERATIONS AND AVAILABILITY OF EXISTING TOPSOIL WITH ON-SITE CONSTRUCTION MANAGER
2. LAWN AREAS SHALL BE LEFT 1" BELOW FINAL FINISHED GRADE PRIOR TO TOPSOIL INSTALLATION.
3. CONTRACTOR TO FIND GRADE AREAS TO ACHIEVE FINAL CONTOURS AS SHOWN ON CIVIL DRAWINGS. POSITIVE DRAINAGE SHALL BE PROVIDED AWAY FROM ALL BUILDINGS, ROUNDING AT TOP AND BOTTOM OF SLOPES SHALL BE PROVIDED AND IN OTHER BREAKS IN GRADE. CORRECT AREAS WHERE STANDING WATER MAY OCCUR.
4. ALL LAWN AREAS SHALL BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR LANDSCAPE ARCHITECT PRIOR TO LAWN INSTALLATION.
5. CONTRACTOR SHALL REMOVE ALL ROCKS 3/4" IN DIAMETER AND LARGER. REMOVE ALL DIRT CLODS, STICKS, CONCRETE SPOILS, TRASH ETC PRIOR TO PLACING TOPSOIL AND GRASS INSTALLATION.
6. CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE.
7. CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT IF NECESSARY.

SOLID SOD:

1. SOLID SOD SHALL BE PLACED ALONG ALL IMPERVIOUS EDGES, AT A MINIMUM. THIS SHALL INCLUDE CURBS, WALKS, INLETS, MANHOLES AND PLANTING BED AREAS. SOD SHALL COVER OTHER AREAS COMPLETELY AS INDICATED BY PLAN.
2. SOD SHALL BE STRONGLY ROOTED DROUGHT RESISTANT SOD, NOT LESS THAN 2 YEARS OLD, FREE OF WEEDS AND UNDESIRABLE NATIVE GRASS AND MACHINE CUT TO PAD THICKNESS OF 3/4" (+1/4"), EXCLUDING TOP GROWTH AND THATCH.
3. LAY SOD BY HAND TO COVER INDICATED AREAS COMPLETELY, ENSURING EDGES ARE TOUCHING WITH TIGHTLY FITTING JOINTS, NO OVERLAPS WITH STAGGERED STRIPS TO OFFSET JOINTS.
4. TOP DRESS JOINTS IN SOD BY HAND WITH TOPSOIL TO FILL VOIDS IF NECESSARY
5. SOD SHALL BE ROLLED TO CREATE A SMOOTH EVEN SURFACE. SOD SHOULD BE WATERED THOROUGHLY DURING INSTALLATION PROCESS.
6. SHOULD INSTALLATION OCCUR BETWEEN OCTOBER 1ST AND MARCH 1ST, OVERSEED BERMUDAGRASS SOD WITH WINTER RYEGRASS AT A RATE OF 4 POUNDS PER 1000 S.F.

HYDROMULCH:

1. SCARIFY AND LOOSEN ALL AREAS TO BE HYDROMULCHED TO A MINIMUM DEPTH OF 4" PRIOR TO TOPSOIL AND HYDROMULCH INSTALLATION.
2. BERMUDA GRASS SEED SHALL BE EXTRA HULLED, TREATED LAWN TYPE. SEED SHALL BE DELIVERED TO THE SITE IN ITS ORIGINAL UNOPENED CONTAINER AND SHALL MEET ALL STATE/LOCAL LAW REQUIREMENTS.
3. FIBER SHALL BE 100% WOOD CELLULOSE FIVER, DELIVERED TO THE SITE IN ITS ORIGINAL UNOPENED CONTAINER AS MANUFACTURED BY "CONWEB' OR EQUAL.
4. FIBER TACK SHALL BE DELIVERED TO THE SITE IN ITS UNOPENED CONTAINER AND SHALL BE 'TERRO-TACK ONE', AS MANUFACTURED BY GROWERS, INC OR APPROVED EQUAL.
5. HYDROMULCH WITH BERMUDA GRASS SEET AT A RATE OF 2 POUNDS PER 1000 S.F.
6. USE A BATTER BOARD AGAINST ALL BED AREAS TO PREVENT OVER SPRAY.
7. IF INADEQUATE MOISTURE IS PRESENT IN SOIL, APPLY WATER AS NECESSARY FOR OPTIMUM MOISTURE FOR SEED APPLICATION.
8. IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1ST AND MAY 1ST, ALL HYDORMULCH AREAS SHALL BE OVER-SEEDED WITH WINTER RYE GRASS AT A RATE OF FOUR POUNDS PER ONE THOUSAND SQUARE FEET. CONTRACTOR SHALL BE REQUIRED TO RE-HYDROMULCH WITH BERMUDA GRASS THE FOLLOWING GROWING SEASON AS PART OF THIS CONTRACT.
9. AFTER APPLICATION, NO EQUIPMENT SHALL OPERATE OVER APPLIED AREAS. WATER SEEDED AREAS IMMEDIATELY AFTER INSTALLATION TO SATURATION.
10. ALL LAWN AREAS TO BE HYDROMULCHED SHALL ACHIEVE 100% COVERAGE PRIOR TO FINAL ACCEPTANCE.

LANDSCAPE NOTES

1. CONTRACTOR TO VERIFY AND LOCATE ALL PROPOSED AND EXISTING ELEMENTS. NOTIFY LANDSCAPE ARCHITECT OR DESIGNATED REPRESENTATIVE FOR ANY LAYOUT DISCREPANCIES OR ANY CONDITION THAT WOULD PROHIBIT THE INSTALLATION AS SHOWN. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS
2. CONTRACTOR SHALL CALL 811 TO VERIFY AND LOCATE ANY AND ALL UTILITIES ON SITE PRIOR TO COMMENCING WORK. LANDSCAPE ARCHITECT SHOULD BE NOTIFIED OF ANY CONFLICTS. CONTRACTOR TO EXERCISE EXTREME CAUTION WHEN WORKING NEAR UNDERGROUND UTILITIES.
3. A MINIMUM OF 2% SLOPE SHALL BE PROVIDED AWAY FROM ALL STRUCTURES.
4. CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL FINISHED GRADE IN PLANTING AREAS AND 1" BELOW FINAL FINISHED GRADE IN LAWN AREAS.
5. LANDSCAPE ISLANDS SHALL BE CROWNED, AND UNIFORM THROUGHOUT THE SITE.
6. PLANTING AREAS AND SOD TO BE SEPARATED BY STEEL EDGING. NO STEEL EDGING SHALL BE INSTALLED ADJACENT TO BUILDINGS, WALKS OR CURBS. EDGING NOT TO BE MORE THAN 1/2" ABOVE FINISHED GRADE.
7. EDGING SHALL BE CUT AT 45 DEGREE ANGLE WHERE IT INTERSECTS WALKS AND/OR CURBS.
8. MULCH SHALL BE INSTALLED AT 1/2" BELOW THE TOPS OF SIDEWALKS AND CURBING.
9. QUANTITIES ON THESE PLANS ARE FOR REFERENCE ONLY. THE SPACING OF PLANTS SHOULD BE AS INDICATED ON PLANS OR OTHERWISE NOTED. ALL TREES AND SHRUBS SHALL BE PLANTED PER DETAILS.
10. CONTAINER GROWN PLANT MATERIAL IS PREFERRED HOWEVER BALL AND BURLAP PLANT MATERIAL CAN BE SUBSTITUTED IF NEED BE AND IS APPROPRIATE TO THE SIZE AND QUALITY INDICATED ON THE PLANT MATERIAL LIST.
11. TREES SHALL BE PLANTED AT A MINIMUM OF 5' FROM ANY UTILITY LINE, SIDEWALK OR CURB. TREES SHALL ALSO BE 10' CLEAR FROM FIRE HYDRANTS.
12. 4" OF SHREDDED HARDWOOD MULCH (2" SETTLED THICKNESS) SHALL BE PLACED OVER WEED BARRIER FABRIC. MULCH SHALL BE SHREDDED HARDWOOD MULCH OR APPROVED EQUAL, PINE STRAW MULCH IS PROHIBITED.
13. WEED BARRIER FABRIC SHALL BE USED IN PLANT BEDS AND AROUND ALL TREES AND SHALL BE MIRAFI 1405 WEED BARRIER OR APPROVED EQUAL.
14. CONTRACTOR TO PROVIDE UNIT PRICING OF LANDSCAPE MATERIALS AND BE RESPONSIBLE FOR OBTAINING ALL LANDSCAPE AND IRRIGATION PERMITS.

IRRIGATION:

1. ALL REQUIRED LANDSCAPE AREAS SHALL HAVE AN AUTOMATIC IRRIGATION SYSTEM WITH A FREEZE/RAIN SENSOR. SYSTEM SHALL ALSO HAVE AN ET WEATHER BASED CONTROLLER AND BE DESIGNED AND INSTALLED BY A LICENSED IRRIGATOR.

MAINTENANCE REQUIREMENTS:

1. VEGETATION SHOULD BE INSPECTED REGULARLY TO ENSURE THAT PLANT MATERIAL IS ESTABLISHING PROPERLY AND REMAINS IN A HEALTHY GROWING CONDITION APPROPRIATE FOR THE SEASON. IF DAMAGED OR REMOVED, PLANTS MUST BE REPLACED BY A SIMILAR VARIETY AND SIZE.
2. MOWING, TRIMMING, EDGING AND SUPERVISION OF WATER APPLICATIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UNTIL THE OWNER OR OWNER'S REPRESENTATIVE ACCEPTS AND ASSUMES REGULAR MAINTENANCE.
3. ALL LANDSCAPE AREAS SHOULD BE CLEANED AND KEPT FREE OF TRASH, DEBRIS, WEEDS AND OTHER MATERIAL.

MISCELLANEOUS MATERIALS:

1. STEEL EDGING SHALL BE 3/16" X 4 X 16' DARK GREEN DURAEDGE STEEL LANDSCAPE EDGING UNLESS NOTED OTHERWISE ON PLANS/DETAILS.
2. DECOMPOSED GRANITE SHALL CONSIST OF A NATURAL MIX OF GRANITE AGGREGATE NOT TO EXCEED 1/8" IN DIAMETER AND COMPOSED OF VARIOUS STAGES OF DECOMPOSED EARTH BASE. DG SHALL BE PLACED OVER FILTER FABRIC AT A MINIMUM OF 3" DEPTH.

PLANT SCHEDULE

QTY	LABEL	COMMON NAME	SCIENTIFIC NAME	SIZE	NOTES
		SHADE TREES			
8	BO	Bur Oak (Mitigation)	*Quercus macrocarpa*	3" cal.	12' ht., 5' spread
4	SO	Shumard Oak	*Quercus shumardii*	3" cal.	12' ht., 5' spread
		SHRUBS			
41	DBH	Dwarf Burford Holly	*Ilex cornuta ' Burford Nana'*	5 gal.	full, 20" spread, 36" o.c.
8	MS	Morning Light Miscanthus	*Miscanthus sinensis 'Morning Light'*	5 gal.	full, 20" spread, 36" o.c.
20	NRS	Nellie R Stevens Holly	*Illex x 'Nellie R. Stevens'*	7 gal.	full, 40" o.c.
9	TS	Texas Sage 'Thundercloud'	*Leucophyllum frutescens 'Thundercloud'*	5 gal.	full, 24" sprd, 30" o.c.
		GROUNDCOVER/VINES/GRASS			
		Bermuda Solid Sod	*Cynodon dactylon*		
		Decomposed Granite			

Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. Trees shall have a strong central leader and be of matching specimens. All plant material shall meet or exceed remarks as indicated.

PRUNING AND TRIMMING NOTES

1. CONTRACTOR SHALL PRUNE ALL EXISTING TREES ON-SITE USING STANDARD GUIDELINES IN THE INDUSTRY.
2. ALL TREES SHALL BE TRIMMED SO THAT NATURAL SHAPES OF THE PLANTS ARE RETAINED.
3. DO NOT 'TOP' OR 'HEAD' TREES.
4. IF BALLING OR SHEARING OF TREES HAS OCCURRED IN THE PAST, DISCONTINUE THIS PRACTICE AND ALLOW PLANTS TO GROW INTO NATURAL SHAPE.
5. REMOVE SUCKERS, DEAD, DYING, DISEASED, BROKEN AND / OR WEAK BRANCHES FROM ALL TREES ALONG THE MAIN TRUNK STRUCTURE AND WITHIN THE BRANCHING AREA.
6. CONTRACTOR SHALL PRUNE EXISTING DECIDUOUS HARDWOOD BY REMOVING LOWER LIMBS TO RAISE THE CANOPY. THE BOTTOM OF THE CANOPY SHALL BE RAISED TO 12'-0" ABOVE GRADE FOR DECIDUOUS HARDWOOD TREES, WHEN POSSIBLE. THE INTEGRITY OF THE CANOPY AND STRUCTURE OF THE TREE SHALL BE MAINTAINED. DO NOT CUT OR PRUNE CENTRAL LEADERS.
7. CONTRACTOR SHALL THIN THE CANOPY BY ONE-FOURTH. PRUNE TREE TO EVENLY SPACE BRANCHES WITHIN THE CANOPY WHENEVER POSSIBLE. REMOVE THOSE LIMBS THAT CROSS OTHERS, DOUBLE LEADERS AND THOSE THAT EXCESSIVELY EXTEND BEYOND THE NATURAL CROWN OF THE TREE.
8. CONTRACTOR SHALL PROVIDE DEEP ROOT FEEDING AND INVIGORATION OF EXISTING TREES. THIS SHALL BE ORGANIC BASED NUTRIENTS BASED FOR ROOT GROWTH AND LEAF GROWTH STIMULATION.
9. CONTRACTOR SHALL BE REQUIRED TO CHIP ALL REMOVED BRANCHES, LEAFS, ETC.

TREE PRESERVATION LEGEND

TREE TO REMAIN

GRAPHIC SCALE

0 30 60 FEET

Scale 1"=30' - 0"

TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY WHETHER INDICATED ON THESE PLANS OR NOT.

CONCEPTUAL
LANDSCAPE PLAN
3040 PAVILION
LOT 8, BLOCK 1
MORRISS COMMONS ADDITION
0.941 ACRES
CITY OF FLOWER MOUND,
DENTON COUNTY, TEXAS
JUNE 10, 2020

AWR Designs, LLC
P.O. Box 1746
Aledo, Texas 76008
amanda@awr-designs.com
c. 512.517.5589

OWNER
BARCLAY TEXAS HOLDINGS
2390 CAMELBACK RD.
SUITE 200
PHOENIX, AZ 85016

DEVELOPER
3040 PAVILION
4433 PUNJAB WAY
SUITE 301
FRISCO, TEXAS 75033
CONTACT: SRI CHALUVADI
214-865-8097 TELE

ENGINEER/APPLICANT
VASQUEZ ENGINEERING, LLC
JUAN J. VASQUEZ, P.E.
1919 S. SHILOH ROAD
SUITE 440, LB 44
GARLAND, TEXAS 75042
972-278-2948 TELE
972-271-1383 FAX

NO.	DATE			APP.

VASQUEZ ENGINEERING L.L.C.
1919 S. SHILOH RD
Suite 440, LB44
Garland, Texas 75042
Ph: 972-278-2948
TX Registration # F-12266

REGISTERED LANDSCAPE ARCHITECT
AMANDA M. RICHARDSON
2754
STATE OF TEXAS
06/10/2020

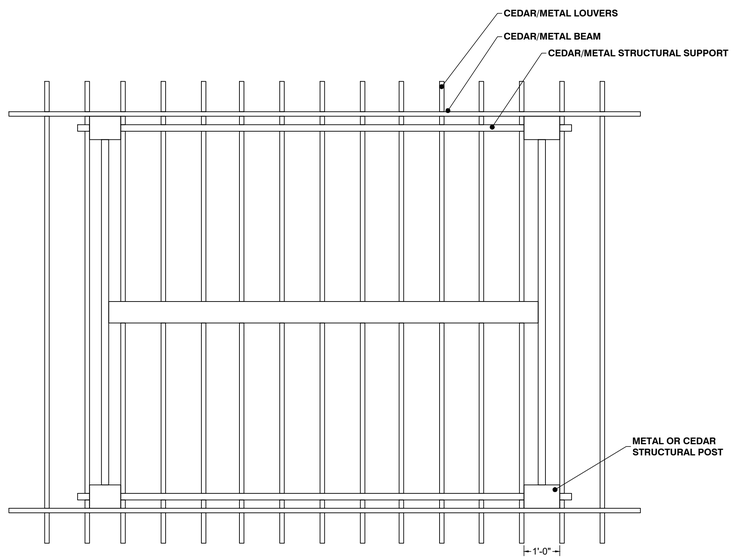
DEVELOPER:
3040 PAVILION
4433 PUNJAB WAY
SUITE 301
FRISCO, TEXAS 75033

LANDSCAPE PLAN

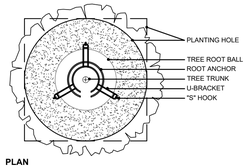
3040 PAVILION
LOT 8, BLOCK 1
MORRISS COMMONS ADDITION
FLOWER MOUND, TX

Scale: 1" - 30'
Designed by: JJV
Drawn by: JJV
Checked by: JJV
603-13 OSPI-SITE PLAN.dwg
06/10/2020

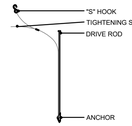
SHEET
L1.2



PLAN

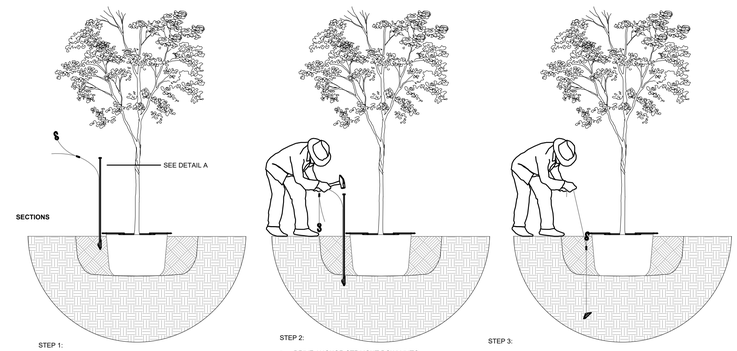


PLAN



DETAIL A

ROOT ANCHOR ITEM	ROOT BALL & CONTAINER SIZE	ANCHOR INSTALLATION DEPTH	QUANTITY & ANCHOR SIZE
15-BG	10 / 15 Gallon or 17" root ball	12 - 18" Minimum Depth	3 - V88 Anchors
30-BG	20 / 30 Gallon or 22" root ball	18 - 24" Minimum Depth	3 - V88 Anchors
45/65-BG	45 / 65 Gallon or 27-30" root ball	24 - 30" Minimum Depth	3 - V88 Anchors
100-BG	95 / 100 Gallon or 36" root ball	30 - 36" Minimum Depth	3 - V88 Anchors
150-BG	150 Gallon or 42" root ball	48" Minimum Depth	3 - V88 Anchors
200-BG	200 Gallon or 48" root ball	48" Minimum Depth	3 - V88 Anchors
300-BG	300 Gallon or 58" root ball	48" Minimum Depth	3 - V88 Anchors
CUSTOM-BG	Root Balls larger than 60"	TBD	



STEP 1:

- SET TREE IN PLANTING PIT
- PLACE ANCHOR WITH RING SIDE DOWN AGAINST TOP OF ROOT BALL
- CENTER ROOT ANCHOR'S INNER RING(S) AROUND TRUNK OF TREE
- ALIGN DRIVE ROD AS CLOSE AS POSSIBLE TO OUTSIDE EDGE OF U-BRACKET

STEP 2:

- DRIVE ANCHOR STRAIGHT DOWN INTO UNDISTURBED SUBBASE SOIL
- SEE CHART FOR RECOMMENDED DEPTHS PER TREE SIZE

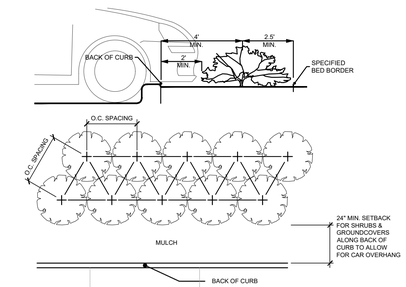
STEP 3:

- REMOVE DRIVE ROD
- REPEAT STEPS 1 & 2 FOR ALL THREE (3) ANCHOR LOCATIONS
- PULL BACK ON STRAP APPROXIMATELY 3" FOR THE V-88 ANCHOR, OR 6" TO 7" FOR THE V-88 ANCHOR TO SET ANCHOR INTO A HORIZONTAL OR LOCKED POSITION. A FULCRUM MAY BE REQUIRED TO ASSIST IN SETTING THE ANCHOR.
- PLACE "S" HOOK OVER THE END OF THE U-BRACKET
- PULL STRAP UP VERTICALLY UNTIL ROOT ANCHOR RINGS BITE INTO THE TOP OF THE ROOT BALL AND U-BRACKETS ARE SETTING FLUSH ON TOP OF THE ROOT BALL
- TIE EXCESS STRAP OFF TO THE U-BRACKET ALLOWING ENOUGH REMAINING STRAP TO ADJUST TREE, IF NECESSARY

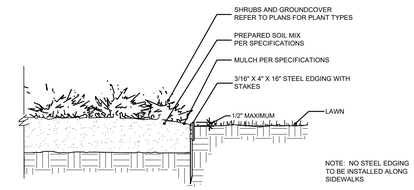
TREE STAKE SOLUTIONS, LLC.
9973 FM 521 Road
Rosharon, Texas 77583
www.treestakesolutions.com

Phone: 281-778-1400
Mobile: 903-676-6143
Fax: 281-778-1425

2 TREE PLANTING
N.T.S.

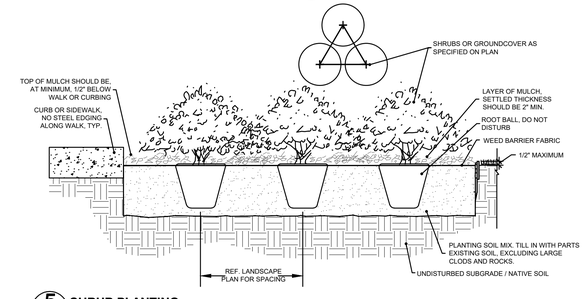


3 SHRUB SPACING AND PLANTING AT B.O.C.
N.T.S.

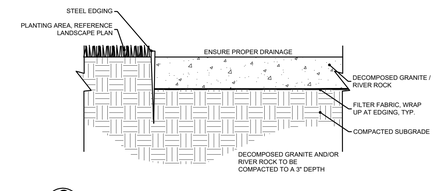


NOTE: NO STEEL EDGING TO BE INSTALLED ALONG SIDEWALKS

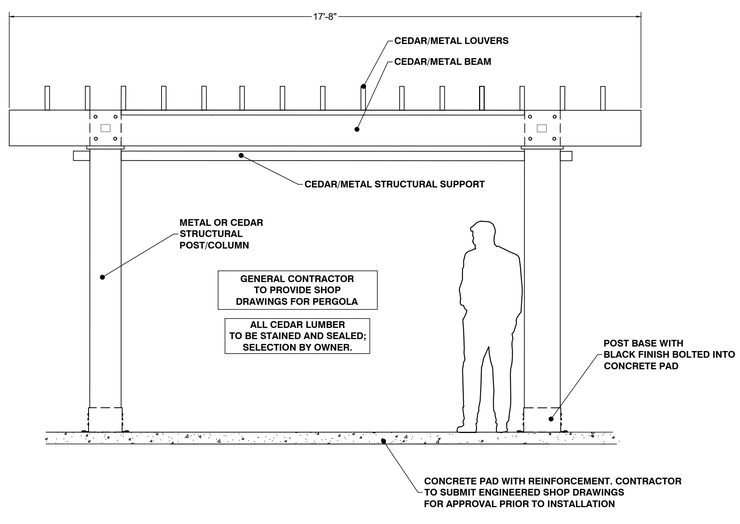
4 STEEL EDGING DETAIL
N.T.S.



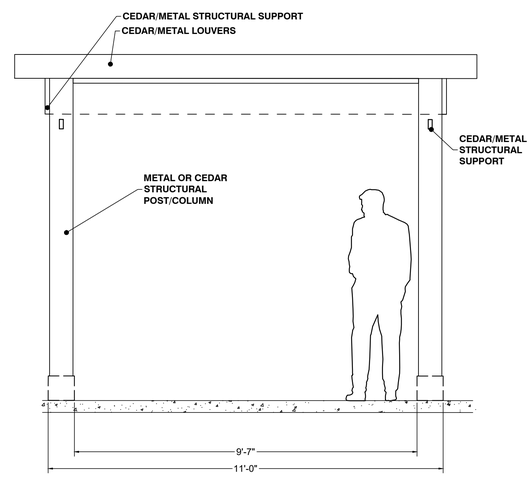
5 SHRUB PLANTING
N.T.S.



6 DECOMPOSED GRANITE / RIVER ROCK
N.T.S.



FRONT ELEVATION



SIDE ELEVATION

1 PERGOLA
1/2" = 1'-0"

TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY WHETHER INDICATED ON THESE PLANS OR NOT.

CONCEPTUAL LANDSCAPE DETAILS
3040 PAVILION
LOT 8, BLOCK 1
MORRISS COMMONS ADDITION
0.941 ACRES
CITY OF FLOWER MOUND,
DENTON COUNTY, TEXAS
JUNE 10, 2020

AWR Designs, LLC
P.O. Box 1746
Aledo, Texas 76008
amanda@awr-designs.com
c. 512.517.5589

OWNER
BARCLAY TEXAS HOLDINGS
2390 CAMELBACK RD.
SUITE 200
PHOENIX, AZ 85016

DEVELOPER
3040 PAVILION
4433 PUNJAB WAY
SUITE 301
FRISCO, TEXAS 75033
CONTACT: SRI CHALUVADI
214-865-8097 TELE

ENGINEER/APPLICANT
VASQUEZ ENGINEERING, LLC
JUAN J. VASQUEZ, P.E.
1919 S. SHILOH ROAD
SUITE 440, LB 44
GARLAND, TEXAS 75042
972-278-2948 TELE
972-271-1383 FAX

NO.	DATE	APP.

VASQUEZ ENGINEERING L.L.C.
1919 S. SHILOH RD
Suite 440, LB44
Garland, Texas 75042
Ph: 972-278-2948
TX Registration # F-12266

REGISTERED LANDSCAPE ARCHITECT
AMANDA M. RICHARDSON
2754
STATE OF TEXAS
06/10/2020

DEVELOPER:
3040 PAVILION
4433 PUNJAB WAY
SUITE 301
FRISCO, TEXAS 75033

LANDSCAPE DETAILS

3040 PAVILION
LOT 8, BLOCK 1
MORRISS COMMONS ADDITION
FLOWER MOUND, TX

Scale: 1" = 30'
Designed by: JJV
Drawn by: JJV
Checked by: JJV
603-13 OSSPI-SITE PLAN.dwg
06/10/2020

SHEET
L1.3

SECTION 32 9300 - LANDSCAPE

PART 1 - GENERAL

1.1 QUALIFICATIONS OF THE LANDSCAPE CONTRACTOR.

A. ALL LANDSCAPE WORK SHOWN ON THESE PLANS SHALL BE PERFORMED BY A SINGLE FIRM SPECIALIZING IN LANDSCAPE PLANTING

1.2 REFERENCE DOCUMENTS

A. REFER TO LANDSCAPE PLANS, NOTES, SCHEDULES AND DETAILS FOR ADDITIONAL REQUIREMENTS

1.3 SCOPE OF WORK / DESCRIPTION OF WORK

A. WORK COVERED BY THESE SECTIONS INCLUDES: FURNISH ALL SUPERVISIONS, LABOR, MATERIALS, SERVICES, EQUIPMENT AND APPLIANCES REQUIRED TO COMPLETE THE WORK COVERED IN CONJUNCTION WITH THE LANDSCAPING COVERED IN LANDSCAPE PLANS AND SPECIFICATIONS INCLUDING:

1. PLANTING (TREES, SHRUBS, GRASSES)
1. BED PREP AND FERTILIZATION
3. NOTIFICATION OF SOURCES
4. WATER AND MAINTENANCE UNTIL ACCEPTANCE
5. GUARANTEE

B. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LAWS, CODES AND REGULATIONS REQUIRED BY AUTHORITIES HAVING JURISDICTION OVER SUCH WORK, INCLUDING ALL INSPECTIONS AND PERMITS REQUIRED BY FEDERAL, STATE AND LOCAL AUTHORITIES IN SUPPLY, TRANSPORTATION AND INSTALLATION OF MATERIALS.

C. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITY LINES (WATER, SEWER, ELECTRICAL, TELEPHONE, GAS, CABLE, TELEVISION, ETC.) PRIOR TO THE START OF ANY WORK

1.4 REFERENCES

A. AMERICAN STANDARD FOR NURSERY STOCK PUBLISHED BY AMERICAN ASSOCIATION OF NURSERYMEN; 27 OCTOBER 1980, EDITION; BY AMERICAN NATIONAL STANDARDS INSTUTUTE (Z60.1) - PLANT MATERIAL

B. AMERICAN JOINT COMMITTEE ON HORTICULTURE NOMENCLATURE; 1942 EDITION OF STANDARDIZED PLANT NAMES.

C. TEXAS ASSOCIATION OF NURSERYMEN, GRADES AND STANDARDS

1.5 SUBMITTALS

A. PROVIDE REPRESENTATIVE QUANTITIES OF EACH SOIL, MULCH, BED MIX, GRAVEL AND STONE BEFORE INSTALLATION. SAMPLES TO BE APPROVED BY OWNER'S REPRESENTATIVE BEFORE USE.

B. SOIL AMENDMENTS AND FERTILIZERS SHOULD BE RESEARCHED AND BASED ON THE SOILS IN THE AREA.

C. BEFORE INSTALLATION, SUBMIT DOCUMENTATION THAT PLANT MATERIALS ARE AVAILABLE AND HAVE BEEN RESERVED. FOR ANY PLANT MATERIAL NOT AVAILABLE, SUBMIT REQUEST FOR SUBSTITUTION.

1.6 JOB CONDITIONS, DELIVERY, STORAGE AND HANDLING

A. GENERAL CONTRACTOR TO COMPLETE WORK BEFORE LANDSCAPE CONTRACTOR TO COMMENCE.

B. ALL PLANTING BED AREAS SHALL BE LEFT THREE INCHES BELOW FINAL GRADE OF SIDEWALKS, DRIVES AND CURBS. ALL AREAS TO RECEIVE SOLID SOD SHALL BE LEFT ONE INCH BELOW THE FINAL GRADE OF WALKS, DRIVES AND CURBS. CONSTRUCTION DEBRIS SHALL BE REMOVED PRIOR TO LANDSCAPE CONTRACTOR BEGINNING WORK

C. STORAGE OF MATERIALS AND EQUIPMENT AT THE JOB SITE WILL BE AT THE RISK OF THE LANDSCAPE CONTRACTOR. THE OWNER CANNOT BE HELD RESPONSIBLE FOR THEFT OR DAMAGE.

1.7 SEQUENCING

A. INSTALL TREES, SHRUBS, AND LINER STOCK PLANT MATERIALS PRIOR TO INSTALLATION OF LAWN/SOLID SOD.

B. WHERE EXISTING TURF AREAS ARE BEING CONVERTED TO PLANTING BEDS, THE TURF SHALL BE CHEMICALLY ERADICATED TO MINIMIZE RE-GROWTH IN THE FUTURE. AREAS SHALL BE PROPERLY PREPARED WITH AMENDED ORGANIC MATTER.

1.8 MAINTENANCE AND GUARANTEE

MAINTENANCE:

A. THE LANDSCAPE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR THE MAINTENANCE OF ALL WORK FROM THE TIME OF PLANTING UNTIL FINAL ACCEPTANCE BY OWNER.

B. NO TREES, GRASS, GROUNDCOVER OR GRASS WILL BE ACCEPTED UNLESS THEY SHOW HEALTHY GROWTH AND SATISFACTORY FOLIAGE CONDITIONS.

C. MAINTENANCE SHALL INCLUDE WATERING OF TREES AND PLANTS, CULTIVATION, WEED SPRAYING, EDGING, PRUNING OF TREES, MOWING OF GRASS, CLEANING UP AND ALL OTHER WORK NECESSARY FOR MAINTENANCE.

D. A WRITTEN NOTICE REQUESTING FINAL INSPECTION AND ACCEPTANCE SHOULD BE SUBMITTED TO THE OWNER AT LEAST 7 DAYS PRIOR TO COMPLETION. AN ON SITE INSPECTION BY THE OWNER'S AUTHORIZED REPRESENTATIVE WILL BE COMPLETED PRIOR TO WRITTEN ACCEPTANCE.

E. NOTIFY OWNER OR OWNER'S REPRESENTATIVE SEVEN DAYS PRIOR TO THE EXPIRATION OF THE WARRANTY PERIOD.

F. REMOVE DEAD, UNHEALTHY AND UNSIGHTLY PLANTS DURING WARRANTY PERIOD

G. REMOVE GUYING AND STAKING MATERIALS AFTER ONE YEAR

H. ALL LANDSCAPE MUST BE MAINTAINED AND GRASS MOWED/EDGED ON A WEEKLY SCHEDULE UNTIL ACCEPTANCE BY OWNER. REMOVE CLIPPINGS AND DEBRIS FROM SITE PROMPTLY.

I. REMOVE TRASH, DEBRIS, AND LITTER. WATER, PRUNE, RESTAKE TREES, FERTILIZE, WEED AND APPLY HERBICIDES AND FUNGICIDES AS REQUIRED.

J. COORDINATE THE OPERATION OF IRRIGATION SYSTEM TO ENSURE THAT PLANTS ARE ADEQUATELY WATERED. HAND WATER AREAS NOT RECEIVING ADEQUATE WATER FROM AN IRRIGATION SYSTEM.

K. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE IRRIGATION SYSTEM IN ACCORDANCE TO THE MAINTENANCE SERVICE TO ENSURE THE SYSTEM IS IN PROPER WORKING ORDER WITH SCHEDULING ADJUSTMENTS BY SEASON TO MAXIMIZE WATER CONSERVATION.

L. REAPPLY MULCH TO BARE AND THIN AREAS.

M. SHOULD SEEDED AND/OR SODDED AREAS NOT BE COVERED BY AN AUTOMATIC IRRIGATION SYSTEM, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING THESE AREAS AND OBTAINING A FULL, HEALTHY STAND OF GRASS AT NO ADDITIONAL COST TO THE OWNER.

N. TO ACHIEVE FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD, ALL OF THE FOLLOWING CONDITIONS MUST OCCUR:

a. THE LANDSCAPE SHALL SHOW ACTIVE, HEALTHY GROWTH (WITH EXCEPTIONS MADE FOR SEASONAL DORMANCY). ALL PLANTS NOT MEETING THIS CONDITION SHALL BE REJECTED AND REPLACED BY HEALTHY PLANT MATERIAL PRIOR TO FINAL ACCEPTANCE.

b. ALL HARDSCAPE SHALL BE CLEANED PRIOR TO FINAL ACCEPTANCE.

c. SODDED AREAS MUST BE ACTIVELY GROWING AND MUST REACH A MINIMUM HEIGHT OF 1 1/2 INCHES BEFORE FIRST MOWING. HYDROMULCHED AREAS SHALL SHOW ACTIVE, HEALTHY GROWTH. BARE AREAS LARGER THAN TWELVE SQUARE INCHES MUST BE RESODDED OR RESEEDED (AS APPROPRIATE) PRIOR TO FINAL ACCEPTANCE. ALL SODDED TURF SHALL BE NEATLY MOWED.

GUARANTEE:

A. TREES, SHRUBS, GROUNDCVOER SHALL BE GUARANTEED (IN WRITING) FOR A 12 MONTH PERIOD (90 DAYS FOR ANNUAL PLANTING OR AT THE END OF THE SEASONAL COLOR GROWING SEASON, WHICHEVER COMES SOONER) AFTER FINAL ACCEPTANCE. THE CONTRACTOR SHALL REPLACE ALL DEAD MATERIALS AS SOON AS WEATHER PERMITS AND UPON NOTIFICATION OF THE OWNER.

B. PLANTS INCLUDING TREES, WHICH HAVE PARTIALLY DIED SO THAT SHAPE, SIZE OR SYMMETRY HAVE BEEN DAMAGED SHALL BE CONSIDERED SUBJECT TO REPLACEMENT. IN SUCH CASES, THE OPINION OF THE OWNER SHALL BE FINAL.

C. PLANTS USED FOR REPLACEMENT SHALL BE OF THE SAME SIZE AND KIND AS THOSE ORIGINALLY PLANTED OR SPECIFIED. ALL WORK INCLUDING MATERIALS, LABOR AND EQUIPMENT USED IN REPLACEMENTS SHALL CARRY A 12 MONTH GUARANTEE. ANY DAMAGE INCLUDING RUTS IN LAWN OR BED AREAS INCURRED AS A RESULT OF MAKING REPLACEMENTS SHALL BE IMMEDIATELY REPAIRED.

D. WHEN PLANT REPLACEMENTS ARE MADE, PLANTS, SOIL MIX, FERTILIZER AND MULCH ARE TO BE UTILIZED AS ORIGINALLY SPECIFIED AND RE-INSPECTED FOR FULL COMPLIANCE WITH THE CONTRACT REQUIREMENTS. ALL REPLACEMENTS ARE INCLUDED UNDER "WORK" OF THIS SECTION.

E. THE OWNER AGREES THAT FOR THE ONE YEAR WARRANTY PERIOD TO BE EFFECTIVE, HE WILL WATER PLANTS AT LEAST TWICE A WEEK DURING DRY PERIODS.

F. THE ABOVE GUARANTEE SHALL NOT APPLY WHERE PLANTS DIE AFTER ACCEPTANCE BECAUSE OF DAMAGE DUE TO ACTS OF GOD, VANDALISM, INSECTS, DISEASE, INJURY BY HUMANS, MACHINES, THEFT OR NEGLIGENCE BY OWNER.

G. ACCEPTANCE FOR ALL LANDSCAPE WORK SHALL BE GIVEN AFTER FINAL INSPECTION BY THE OWNER PROVIDED THE JOB IS IN A COMPLETE, UNDAMAGED CONDITION AND THERE IS A STAND OF GRASS IN ALL LAWN AREAS. AT THAT TIME, THE OWNER WILL ASSUME MAINTENANCE ON THE ACCEPTED WORK.

1.9 QUALITY ASSURANCE

A. COMPLY WITH ALL FEDERAL, STATE, COUNTY AND LOCAL REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK.

B. EMPLOY PERSONNEL EXPERIENCED AND FAMILIAR WITH THE REQUIRED WORK AND SUPERVISION BY A FOREMAN.

C. MAKE CONTACT WITH SUPPLIERS IMMEDIATELY UPON OBTAINING NOTICE OF CONTRACT ACCEPTANCE TO SELECT AND BOOK MATERIALS.

D. DEVELOP A PROGRAM OF MAINTENANCE (PRUNING AND FERTILIZATION) WHICH WILL ENSURE THE PURCHASED MATERIALS WILL MEET AND/OR EXCEED PROJECT SPECIFICATIONS.

E. DO NOT MAKE PLANT MATERIAL SUBSTITUTIONS. IF THE LANDSCAPE MATERIAL SPECIFIED IS NOT READILY AVAILABLE, SUBMIT PROOF TO LANDSCAPE ARCHITECT ALONG WITH THE PROPOSED MATERIAL TO BE USED IN LIEU OF THE SPECIFIED PLANT.

F. AT THE TIME BIDS ARE SUBMITTED, THE CONTRACTOR IS ASSUMED TO HAVE LOCATED THE MATERIALS NECESSARY TO COMPLETE THE JOB AS SPECIFIED.

G. OWNER'S REPRESENTATIVE SHALL INSPECT ALL PLANT MATERIAL AND RETAINS THE RIGHT TO INSPECT MATERIALS UPON ARRIVAL TO THE SITE AND DURING INSTALLATION. THE OWNER'S REPRESENTATIVE MAY ALSO REJECT ANY MATERIALS HE/SHE FEELS TO BE UNSATISFACTORY OR DEFECTIVE DURING THE WORK PROCESS. ALL PLANTS DAMAGED IN TRANSIT OR AT THE JOB SITE SHALL BE REJECTED.

1.10 PRODUCT DELIVERY, STORAGE AND HANDLING

A. PREPARATION

1. BALLED AND BURLAPPED B&B PLANTS): DIG AND PREPARE SHIPMENT IN A MANNER THAT WILL NOT DAMAGE ROOTS, BRANCHES, SHAPE AND FUTURE DEVELOPMENT.

2. CONTAINER GROWN PLANTS: DELIVER PLANTS IN RIGID CONTAINER TO HOLD BALL SHAPE AND PROTECT ROOT MASS.

B. DELIVERY

1. DELIVER PACKAGED MATERIALS IN SEALED CONTAINERS SHOWING WEIGHT, ANALYSIS AND NAME OF MANUFACTURER. PROTECT MATERIALS FROM DETERIORATION DURING DELIVERY AND WHILE STORED ON SITE.

2. DELIVER ONLY PLANT MATERIALS THAT CAN BE PLANTED IN ONE DAY UNLESS ADEQUATE STORAGE AND WATERING FACILITIES ARE AVAILABLE ON SITE

3. PROTECT ROOT BALLS BY HEELING IN WITH SAWDUST OR OTHER APPROVED MOISTURE RETAINING MATERIAL IF NOT PLANTED WITHIN 24 HOURS OF DELIVERY.

4. PROTECT PLANTS DURING DELIVERY TO PREVENT DAMAGE TO ROOT BALL OR DESICCATION OF LEAVES.

5. KEEP PLANTS MOIST AT ALL TIMES. COVER ALL MATERIALS DURING TRANSPORT.

6. NOTIFY OWNERS REPRESENTATIVE OF DELIVERY 72 HOURS PRIOR TO DELIVERY OF PLANT MATERIAL AT JOB SITE.

7. REMOVE REJECTED PLANT MATERIAL IMMEDIATELY FROM JOB SITE.

8. TO AVOID DAMAGE OR STRESS, DO NOT LIFT, MOVE, ADJUST TO PLUMB, OR OTHERWISE MANIPULATE PLANTS BY TRUNK OR STEMS.

PART 2 - PRODUCTS

2.1 PLANT MATERIALS

A. GENERAL: WELL FORMED NO. 1 GRADE OR BETTER NURSERY GROWN STOCK. LISTED PLANT HEIGHTS ARE FROM TOPS OF FOOT BALLS TO NOMINAL TOPS OF PLANTS. PLANT SPREAD REFERS TO NOMINAL OUTER WIDTH OF THE PLANT NOT THE OUTER LEAF TIPS. PLANTS SHALL BE INDIVIDUALLY APPROVED BY THE OWNERS REPRESENTATIVE AND THEIR DECISION AS TO THEIR ACCEPTABILITY SHALL BE FINAL.

B. QUANTITIES: THE DRAWINGS AND SPECIFICATIONS ARE COMPLIMENTARY. ANYTHING CALLED FOR ON ONE AND NOT THE OTHER IS AS BINDING AS IF SHOWN AND CALLED FOR ON BOTH. THE PLANT SCHEDULE IS AN AID TO BIDDERS ONLY. CONFIRM ALL QUANTITIES ON PLAN.

C. QUANTITIES AND SIZE: PLANT MATERIALS SHALL CONFORM TO THE SIZE GIVEN ON THE PLAN AND SHALL BE HEALTHY, WELL SHAPED, FULL BRANCHED AND WELL ROOTED. SYMMETRY IS ALSO IMPERATIVE. PLANTS SHALL BE FREE FROM INSECTS, INJURY, DISEASE, BROKEN BRANCHES, DISFIGUREMENTS, INSECT EGGS AND ARE TO BE OF SPECIMEN QUALITY.

D. APPROVAL: ALL PLANTS WHICH ARE FOUND UNSUITABLE IN GROWTH OR ARE UNHEALTHY, BADLY SHAPED OR UNDERSIZED WILL BE REJECTED BY THE OWNERS REPRESENTATIVE EITHER BEFORE OR AFTER PLANTING AND SHALL BE REMOVED AT THE EXPENSE OF THE LANDSCAPE CONTRACTOR AND REPLACED WITH ACCEPTABLE SPECIMENS.

E. TREES SHALL BE HEALTHY, FULL BRANCHED, WELL SHAPED AND SHALL MEET THE MINIMUM REQUIREMENTS AS SPECIFIED ON THE PLANT SCHEDULE. ALL TREES SHALL BE OBTAINED FROM SOURCES WITHIN 200 MILES OF THE PROJECT SITE IF POSSIBLE, AND WITH SIMILAR CLIMACTIC CONDITIONS.

F. PRUNING: ALL PRUNING OF TREES AND SHRUBS SHALL BE EXECUTED BY THE LANDSCAPE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER, PRIOR TO FINAL ACCEPTANCE.

G. PLANTS SHALL CONFORM TO THE MEASUREMENTS SPECIFIED, EXCEPT THE PLANTS LARGER THAN THOSE SPECIFIED MAY BE USED. USE OF LARGER PLANTS SHALL NOT INCREASE THE CONTRACT PRICE.

H. WHERE MATERIALS ARE PLANTED IN MASSES, PROVIDE PLANTS OF UNIFORM SIZE.

I. ROOT SYSTEMS SHALL BE HEALTHY, DENSELY BRANCHED, FIBROUS ROOT SYSTEMS, NON-POT-BOUND, FREE FROM ENCIRCLING AND/OR GIRDLING ROOTS, AND FREE FROM ANY OTHER ROOT DEFECTS (SUCH AS J-SHAPED ROOTS).

J. ALL TREES SHALL BE STANDARD IN FORM, UNLESS OTHERWISE SPECIFIED. TREES WITH CENTRAL LEADERS WILL NOT BE ACCEPTED IF LEADER IS DAMAGED OR REMOVED. PRUNE ALL DAMAGED TWIGS AFTER PLANTING

K. TREE TRUNKS TO BE STURDY, EXHIBIT HARDENED SYSTEMS AND VIGOROUS AND FIBROUS ROOT SYSTEMS, NOT ROOT OR POT BOUND.

L. TREES WITH DAMAGED OR CROOKED LEADERS, BARK ABRASIONS, SUNSCALD, DISFIGURING KNOTS, OR\INSECT DAMAGE WILL BE REJECTED.

M. CALIPER MEASUREMENTS FOR STANDARD (SINGLE TRUNK) TREES SHALL BE AS FOLLOWS: SIX INCHES ABOVE THE ROOT FLARE FOR TREES UP TO AND INCLUDING FOUR INCHES IN CALIPER, AND TWELVE INCHES ABOVE THE ROOT FLARE FOR TREES EXCEEDING FOUR INCHES IN CALIPER

N. MULTI-TRUNK TREES SHALL BE MEASURED BY THEIR OVERALL HEIGHT, MEASURED FROM THE TOP OF THE ROOT BALL.

O. ANY TREE OR SHRUB SHOWN TO HAVE EXCESS SOIL PLACED ON TOP OF THE ROOT BALL, SO THAT THE ROOT FLARE HAS BEEN COMPLETELY COVERED, SHALL BE REJECTED.

P. SOD: PROVIDE WELL-ROOTED SOD OF THE VARIETY NOTED ON THE PLANS. SOD SHALL BE CUT FROM HEALTHY, MATURE TURF WITH SOIL THICKNESS OF 3/4" TO 1". EACH PALLET OF SOD SHALL BE ACCOMPANIED BY A CERTIFICATE FROM SUPPLIER STATING THE COMPOSITION OF THE SOD.

2.2 SOIL PREPARATION MATERIALS

A. SANDY LOAM:

1. FRIABLE, FERTILE, DARK, LOAMY SOIL, FREE OF CLAY LUMPS, SUBSOIL, STONES AND OTHER EXTRANEOUS MATERIAL AND REASONABLY FREE OF WEEDS AND FOREIGN GRASSES. LOAM CONTAINING DALLAS GRASS OR NUTGRASS SHALL BE REJECTED.

2. PHYSICAL PROPERTIES AS FOLLOWS:

a. CLAY – BETWEEN 7-27%
b. SILT – BETWEEN 15-25%
c. SAND – LESS THAN 52%

3. ORGANIC MATTER SHALL BE 3%-10% OF TOTAL DRY WEIGHT.

4. IF REQUESTED, LANDSCAPE CONTRACTOR SHALL PROVIDE A CERTIFIED SOIL ANALYSIS CONDUCTED BY AN APPROVED SOIL TESTING LABORATORY VERIFYING THAT SANDY LOAM MEETS THE ABOVE REQUIREMENTS.

B. ORGANIC MATERIAL: COMPOST WITH A MIXTURE OF 80% VEGETATIVE MATTER AND 20% ANIMAL WASTE. INGREDIENTS SHOULD BE A MIX OF COURSE AND FINE TEXTURED MATERIAL.

C. PREMIXED BEDDING SOIL AS SUPPLIED BY VITAL EARTH RESOURCES, GLADEWATER, TEXAS; PROFESSIONAL BEDDING SOIL AS SUPPLIED BY LIVING EARTH TECHNOLOGY, DALLAS, TEXAS OR ACID GRO MUNICIPAL MIX AS SUPPLIED BY SOIL BUILDING SYSTEMS, DALLAS, TEXAS OR APPROVED EQUAL.

D. SHARP SAND: SHARP SAND MUST BE FREE OF SEEDS, SOIL PARTICLES AND WEEDS.

E. MULCH: DOUBLE SHREDDED HARDWOOD MULCH, PARTIALLY DECOMPOSED, DARK BROWN.

F. ORGANIC FERTILIZER: FERTILAID, SUSTANE, OR GREEN SENSE OR EQUAL AS RECOMMENDED FOR REQUIRED APPLICATIONS. FERTILIZER SHALL BE DELIVERED TO THE SITE IN ORIGINAL UNOPENED CONTAINERS, EACH BEARING THE MANUFACTURER'S GUARANTEED STATEMENT OF ANALYSIS.

G. COMMERCIAL FERTILIZER: 10-20-10 OR SIMILAR ANALYSIS. NITROGEN SOURCE TO BE A MINIMUM 50% SLOW RELEASE ORGANIC NITROGEN (SCU OR UF) WITH A MINIMUM 8% SULFUR AND 4% IRON, PLUS MICRONUTRIENTS.

H. PEAT: COMMERCIAL SPHAGNUM PEAT MOSS OR PARTIALLY DECOMPOSED SHREDDED PINE BARK OR OTHER APPROVED ORGANIC MATERIAL.

2.3 MISCELLANEOUS MATERIALS

A. STEEL EDGING - SHALL BE 3/16" X 4" X 16" DARK GREEN LANDSCAPE EDGING. DURAEDGE STEEL OR APPROVED EQUAL.

B. TREE STAKING - TREE STAKING SOLUTIONS OR APPROVED SUBSTITUTE; REFER TO DETAILS.

C. FILTER FABRIC - MIRAFI 1405 BY MIRAFI INC. OR APPROVED SUBSTITUTE. AVAILABLE AT LONE STAR PRODUCTS, INC. (469-523-0444)

D. SAND - UNIFORMLY GRADED, WASHED, CLEAN, BANK RUN SAND.

E. GRAVEL: WASHED NATIVE PEA GRAVEL, GRADED 1" TO 1.5"

F. DECOMPOSED GRANITE - BASE MATERIAL OF NATURAL MATERIAL MIX OF GRANITE AGGREGATE NOT TO EXCEED 1/8" IN DIAMETER COMPOSED OF VARIOUS STAGES OF DECOMPOSED EARTH BASE.

G. RIVER ROCK - LOCALLY AVAILABLE NATIVE RIVER ROCK BETWEEN 2"-4" IN DIAMETER.

H. PRE-EMERGENT HERBICIDES: ANY GRANULAR, NON-STAINING PRE-EMERGENT HERBICIDE THAT IS LABELED FOR THE SPECIFIC ORNAMENTALS OR TURF ON WHICH IT WILL BE UTILIZED. PRE-EMERGENT HERBICIDES SHALL BE APPLIED PER THE MANUFACTURER'S LABELED RATES.

PART 3 - EXECUTION

3.1 PREPARATION

A. LANDSCAPE CONTRACTOR TO INSPECT ALL EXISTING CONDITIONS AND REPORT ANY DEFICIENCIES TO THE OWNER.

B. ALL PLANTING AREAS SHALL BE CONDITIONED AS FOLLOWS:

1. PREPARE NEW PLANTING BEDS BY SCRAPING AWAY EXISTING GRASS AND WEEDS AS NECESSARY. TILL EXISTING SOIL TO A DEPTH OF SIX (6") INCHES PRIOR TO PLACING COMPOST AND FERTILIZER. APPLY FERTILIZER AS PER MANUFACTURER'S RECOMMENDATIONS. ADD SIX (6") INCHES OF COMPOST AND TILL INTO A DEPTH OF SIX (6") INCHES OF THE TOPSOIL. APPLY ORGANIC FERTILIZER SUCH AS SUSTANE OR GREEN SENSE AT THE RATE OF TWENTY (20) POUNDS PER ONE THOUSAND (1,000) SQUARE FEET.

2. ALL PLANTING AREAS SHALL RECEIVE A TWO (2") INCH LAYER OF SPECIFIED MULCH (SETTLED THICKNESS).

3. BACKFILL FOR TREE PITS SHALL BE AS FOLLOWS: USE EXISTING TOP SOIL ON SITE (USE IMPORTED TOPSOIL AS NEEDED) FREE FROM LARGE CLUMPS, ROCKS, DEBRIS, CALICHE, SUBSOILS, ETC., PLACED IN NINE (9") INCH LAYERS AND WATERED IN THOROUGHLY.

C. GRASS AREAS:

1. BLOCKS OF SOD SHOULD BE LAID JOINT TO JOINT (STAGGERED JOINTS) AFTER FERTILIZING THE GROUND FIRST. ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE. THE JOINTS BETWEEN THE BLOCKS OF SOD SHOULD BE FILLED WITH TOPSOIL WHERE THEY ARE GAPED OPEN, THEN WATERED THOROUGHLY.

3.2 INSTALLATION

A. MAINTENANCE OF PLANT MATERIALS SHALL BEGIN IMMEDIATELY AFTER EACH PLANT IS DELIVERED TO THE SITE AND SHALL CONTINUE UNTIL ALL CONSTRUCTION HAS BEEN SATISFACTORILY ACCOMPLISHED.

B. PLANT MATERIALS SHALL BE DELIVERED TO THE SITE ONLY AFTER THE BEDS ARE PREPARED AND AREAS ARE READY FOR PLANTING. ALL SHIPMENTS OF NURSERY MATERIALS SHALL BE THOROUGHLY PROTECTED FROM THE WINDS DURING TRANSIT. ALL PLANTS WHICH CANNOT BE PLANTED AT ONCE, AFTER DELIVERY TO THE SITE, SHALL BE WELL PROTECTED AGAINST THE POSSIBILITY OF DRYING BY WIND AND BALLS OF EARTH OF B & B PLANTS SHALL BE KEPT COVERED WITH SOIL OR OTHER ACCEPTABLE MATERIAL. ALL PLANTS REMAIN THE PROPERTY OF THE CONTRACTOR UNTIL FINAL ACCEPTANCE.

C. POSITION THE TREES AND SHRUBS IN THEIR INTENDED LOCATION AS PER PLAN.

D. NOTIFY THE OWNER'S AUTHORIZED REPRESENTATIVE FOR INSPECTION AND APPROVAL OF ALL POSITIONING OF PLANT MATERIALS.

E. EXCAVATE PITS WITH VERTICAL SIDES AND HORIZONTAL BOTTOM. TREE PITS SHALL BE LARGE ENOUGH TO PERMIT HANDLING AND PLANTING WITHOUT INJURY TO BALLS OF EARTH OR ROOTS AND SHALL BE OF SUCH DEPTH THAT,WHEN PLANTED AND SETTLED, THE CROWN OF THE PLANT SHALL BEAR THE SAME RELATIONSHIP TO THE FINISH GRADE AS IT DID TO SOIL SURFACE IN ORIGINAL PLACE OF GROWTH. THE SIDES OF THE HOLE SHOULD BE ROUGH AND JAGGED, NEVER SLICK OR GLAZED.

F. SHRUB AND TREE PITS SHALL BE NO LESS THAN TWENTY-FOUR (24") INCHES WIDER THAN THE LATERAL DIMENSION OF THE EARTH BALL AND SIX (6") INCHES DEEPER THAN IT'S VERTICAL DIMENSION. REMOVE AND HAUL FROM SITE ALL ROCKS AND STONES OVER THREE-QUARTER (¾") INCH IN DIAMETER. PLANTS SHOULD BE THOROUGHLY MOIST BEFORE REMOVING CONTAINERS.

G. PERCOLATION TEST: FILL THE HOLE WITH WATER. IF THE WATER LEVEL DOES NOT PERCOLATE WITHIN 24 HOURS, THE TREE NEEDS TO MOVE TO ANOTHER LOCATION OR HAVE DRAINAGE ADDED. INSTALL A PVC STAND PIPE PER TREE IF THE PERCOLATION TEST FAILS.

H. BACKFILL ONLY WITH 5 PARTS EXISTING SOIL OR SANDY LOAM AND 1 PART BED PREPARATION. WHEN THE HOLE IS DUG IN SOLID ROCK, TOPSOIL FROM THE SAME AREA SHOULD NOT BE USED. CAREFULLY SETTLE BY WATERING TO PREVENT AIR POCKETS. REMOVE THE BURLAP FROM THE TOP ⅓ OF THE BALL, AS WELL AS ALL NYLON, PLASTIC STRING AND WIRE. CONTAINER TREES WILL USUALLY BE ROOT BOUND, IF SO FOLLOW STANDARD NURSERY PRACTICE OF 'ROOT SCORING'.

I. DO NOT WRAP TREES.

J. DO NOT OVER PRUNE.

K. REMOVE NURSERY TAGS AND STAKES FROM ALL PLANTS

L. REMOVE BOTTOM OF PLANT BOXES PRIOR TO PLACING PLANTS. REMOVE SIDES AFTER PLACEMENT AND PARTIAL BACKFILLING.

M. REMOVE UPPER THIRD OF BURLAP FROM BALLED AND BURLAPPED TREES AFTER PLACEMENT.

N. PLACE PLANT UPRIGHT AND PLUMB IN CENTER OF HOLE. ORIENT PLANTS FOR BEST APPEARANCE.

O. MULCH THE TOP OF THE BALL. DO NOT PLANT GRASS ALL THE WAY TO THE TRUNK OF THE TREE. LEAVE THE AREA ABOVE THE TOP OF THE BALL AND MULCH WITH AT LEAST TWO (2") INCHES OF SPECIFIED MULCH.

P. ALL PLANT BEDS AND TREES TO BE MULCHED WITH A MINIMUM SETTLED THICKNESS OF TWO (2") INCHES OVER THE ENTIRE BED OR PIT.

Q. OBSTRUCTION BELOW GROUND: IN THE EVENT THAT ROCK, OR UNDERGROUND CONSTRUCTION WORK OR OBSTRUCTIONS ARE ENCOUNTERED IN ANY PLANT PIT EXCAVATION WORK TO BE DONE UNDER THIS SECTION, ALTERNATE LOCATIONS MAY BE SELECTED BY THE OWNER. WHERE LOCATIONS CANNOT BE CHANGED, THE OBSTRUCTIONS SHALL BE REMOVED TO A DEPTH OF NOT LESS THAN THREE (3') FEET BELOW GRADE AND NO LESS THAN SIX (6") INCHES BELOW THE BOTTOM OF BALL WHEN PLANT IS PROPERLY SET AT THE REQUIRED GRADE. THE WORK OF THIS SECTION SHALL INCLUDE THE REMOVAL FROM THE SITE OF SUCH ROCK OR UNDERGROUND OBSTRUCTIONS ENCOUNTERED AT THE COST OF THE LANDSCAPE CONTRACTOR.

R. TREES AND LARGE SHRUBS SHALL BE STAKED AS SITE CONDITIONS REQUIRE. POSITION STAKES TO SECURE TREES AGAINST SEASONAL PREVAILING WINDS.

S. PRUNING AND MULCHING: PRUNING SHALL BE DIRECTED BY THE LANDSCAPE ARCHITECT AND SHALL BE PRUNED IN ACCORDANCE WITH STANDARD HORTICULTURAL PRACTICE FOLLOWING FINE PRUNING, CLASS I PRUNING STANDARDS PROVIDED BY THE NATIONAL ARBORIST ASSOCIATION.

1. DEAD WOOD, SUCKERS, BROKEN AND BADLY BRUISED BRANCHES SHALL BE REMOVED. GENERAL TIPPING OF THE BRANCHES IS NOT PERMITTED. DO NOT CUT TERMINAL BRANCHES.
2. PRUNING SHALL BE DONE WITH CLEAN, SHARP TOOLS.
3. IMMEDIATELY AFTER PLANTING OPERATIONS ARE COMPLETED, ALL TREE PITS SHALL BE COVERED WITH A LAYER OF ORGANIC MATERIAL TWO (2") INCHES IN DEPTH. THIS LIMIT OF THE ORGANIC MATERIAL FOR TREES SHALL BE THE DIAMETER OF THE PLANT PIT.

Q. STEEL EDGE INSTALLATION: EDGE SHALL BE ALIGNED AS INDICATED ON PLANS. STAKE OUT LIMITS OF STEEL CURBING AND OBTAIN OWNERS APPROVAL PRIOR TO INSTALLATION.

1. ALL STEEL CURBING SHALL BE FREE OF KINKS AND ABRUPT BENDS.
2. TOP OF EDGING SHALL BE ½" MAXIMUM HEIGHT ABOVE FINAL FINISHED GRADE.
3. STAKES ARE TO BE INSTALLED ON THE PLANTING BED SIDE OF THE CURBING, AS OPPOSED TO THE GRASS SIDE.
4. DO NOT INSTALL STEEL EDGING ALONG SIDEWALKS OR CURBS.
5. CUT STEEL EDGING AT 45 DEGREE ANGLE WHERE EDGING MEETS SIDEWALKS OR CURBS.

3.3 CLEANUP AND ACCEPTANCE

A. CLEANUP: DURING THE WORK, THE PREMISES SHALL BE KEPT NEAT AND ORDERLY AT ALL TIMES. STORAGE AREAS FOR ALL MATERIALS SHALL BE SO ORGANIZED SO THAT THEY, TOO, ARE NEAT AND ORDERLY. ALL TRASH AND DEBRIS SHALL BE REMOVED FROM THE SITE AS WORK PROGRESSES. KEEP PAVED AREAS CLEAN BY SWEEPING OR HOSING THEM AT END OF EACH WORK DAY.

B. REPAIR RUTS, HOLES AND SCARES IN GROUND SURFACES.

C. ENSURE THAT WORK IS COMPLETE AND PLANT MATERIALS ARE IN VIGOROUS AND HEALTHY GROWING CONDITION.

D. UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE SITE CLEAN, FREE OF DEBRIS AND TRASH, AND SUITABLE FOR USE AS INTENDED. THE LANDSCAPE CONTRACTOR SHALL THEN REQUEST AN INSPECTION BY THE OWNER TO DETERMINE FINAL ACCEPTABILITY.

E. WHEN/IF THE INSPECTED PLANTING WORK DOES NOT COMPLY WITH THE CONTRACT DOCUMENTS, THE LANDSCAPE CONTRACTOR SHALL REPLACE AND/OR REPAIR THE REJECTED WORK TO THE OWNER'S SATISFACTION WITHIN 24 HOURS.

F. THE LANDSCAPE MAINTENANCE PERIOD WILL NOT COMMENCE UNTIL THE LANDSCAPE WORK HAS BEEN RE-INSPECTED BY THE OWNER AND FOUND TO BE ACCEPTABLE. AT THAT TIME, A WRITTEN NOTICE OF FINAL ACCEPTANCE WILL BE ISSUED BY THE OWNER, AND THE MAINTENANCE AND GUARANTEE PERIODS WILL COMMENCE.

END OF SECTION

TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY WHETHER INDICATED ON THESE PLANS OR NOT.

AWR Designs, LLC
P.O. Box 1746
Aledo, Texas 76008
amanda@awr-designs.com
c. 512.517.5589

OWNER
BARCLAY TEXAS HOLDINGS
2390 CAMELBACK RD.
SUITE 200
PHOENIX, AZ 85016

DEVELOPER
3040 PAVILION
4433 PUNJAB WAY
SUITE 301
FRISCO, TEXAS 75033
CONTACT: SRI CHALUVADI
214-865-8097 TELE

ENGINEER/APPLICANT
VASQUEZ ENGINEERING, LLC
JUAN J. VASQUEZ, P.E.
1919 S. SHILOH ROAD
SUITE 440, LB 44
GARLAND, TEXAS 75042
972-278-2948 TELE
972-271-1383 FAX

CONCEPTUAL LANDSCAPE SPECIFICATIONS
3040 PAVILION
LOT 8, BLOCK 1
MORRISS COMMONS ADDITION
0.941 ACRES
CITY OF FLOWER MOUND,
DENTON COUNTY, TEXAS
JUNE 10, 2020

NO.	DATE	APP.

VASQUEZ ENGINEERING L.L.C.
1919 S. SHILOH RD
Suite 440, LB44
Garland, Texas 75042
Ph: 972-278-2948
TX Registration # F-12266

REGISTERED LANDSCAPE ARCHITECT
AMANDA W. RICHARDSON
2754
STATE OF TEXAS
06/10/2020

DEVELOPER:
3040 PAVILION
4433 PUNJAB WAY
SUITE 301
FRISCO, TEXAS 75033

LANDSCAPE SPECIFICATIONS

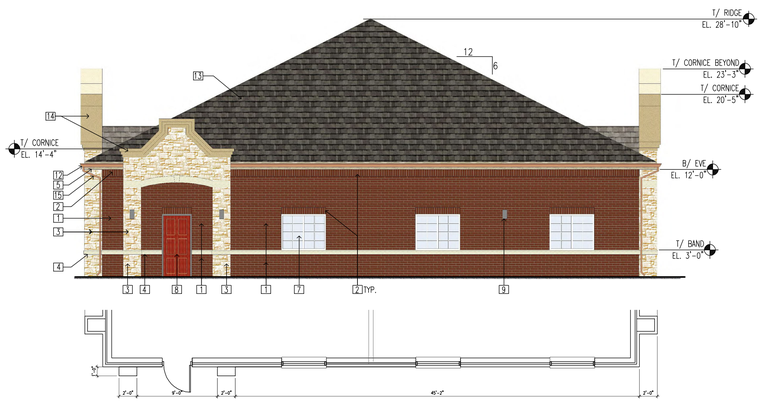
3040 PAVILION
LOT 8, BLOCK 1
MORRISS COMMONS ADDITION
FLOWER MOUND, TX

Scale: 1" – 30'
Designed by: JJV
Drawn by: JJV
Checked by: JJV
603-13 COSP1-SITE PLAN.dwg
06/10/2020

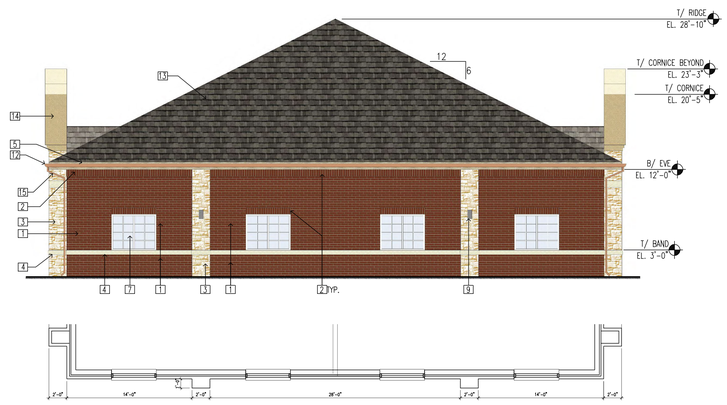
SHEET
L1.4

4 SOUTH ELEVATION
SHEET A-1 SCALE: 1/8" = 1'-0"

3 NORTH ELEVATION
SHEET A-1 SCALE: 1/8" = 1'-0"



2 WEST ELEVATION
SHEET A-1 SCALE: 1/8" = 1'-0"



1 EAST ELEVATION
SHEET A-1 SCALE: 1/8" = 1'-0"

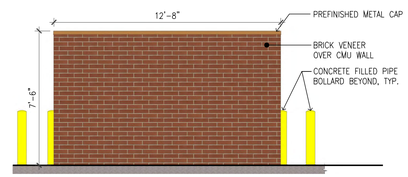
		NORTH	SOUTH	EAST	WEST
1.	TOTAL FACADE S.F.	2261 S.F.	2261 S.F.	804 S.F.	804 S.F.
2.	FACADE S.F. (exclusive of doors & windows)	1986 S.F.	1986 S.F.	724 S.F.	721 S.F.
3.	DOORS & WINDOWS S.F.	275 S.F.	275 S.F.	80 S.F.	83 S.F.
4.	PRIMARY MASONRY TOTALS (min 80%)	1826 S.F. & 92% OF 2	1849 S.F. & 93% OF 2	694 S.F. & 96% OF 2	691 S.F. & 96% OF 2
	* BRICK	788 S.F. & 40% OF 2	811 S.F. & 41% OF 2	567 S.F. & 78% OF 2	536 S.F. & 74% OF 2
	* STONE	1038 S.F. & 52% OF 2	1038 S.F. & 52% OF 2	127 S.F. & 18% OF 2	155 S.F. & 22% OF 2
5.	E.I.F.S. SECONDARY MASONRY TOTALS (max 20%)	137 S.F. & 7% OF 2	137 S.F. & 7% OF 2	30 S.F. & 4% OF 2	30 S.F. & 4% OF 2
6.	METAL DOOR	23 S.F. & 1% OF 2	–	–	–

ELEVATION GENERAL NOTES

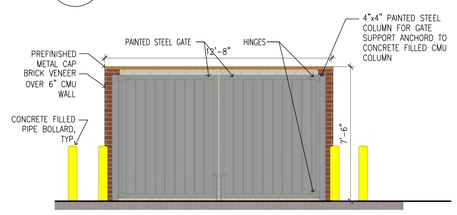
1. ANY EXTERNAL ELECTRICAL PANELS WILL BE PAINTED TO MATCH THE MATERIAL AND COLOR OF BUILDING.
2. DUMPSTER DOORS WILL BE PAINTED COMPLEMENTING THE BUILDING.

EXTERIOR MATERIALS AND COLOR SCHEDULE

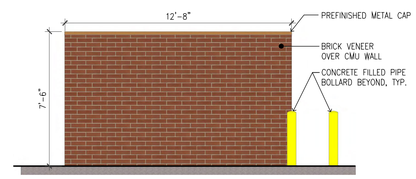
1. BRICK VENEER – ACME BRICK, KING SIZE, LONESTAR CLAY W/NATURAL GRAY MORTER
2. BRICK SOLDIER COURSE – ACME BRICK, KING SIZE, LONESTAR CLAY, W/NATURAL GRAY MORTER
3. STONE VENEER – AUSTIN STONE, CREAM COLOR W/KHAKI MORTER
4. 6" CAST STONE BAND – AHI SUPPLY, INC. AUSTIN BUFF W/BUFF MORTER
5. PAINTED CEMENT BOARD FASCIA, – OFF WHITE
6. HOLLOW METAL DOOR, INSULATED, PAINTED –LIGHT GRAY
7. ALUMINUM WINDOW SYSTEM – ALENCO W/LOW E CLEAR GLASS OR APPROVED EQUAL
8. WOOD ENTRY DOOR – COLOR TO BE DETERMINED LATER
9. DECORATIVE WALL SCONE – PAINTED
10. INSULATED METAL DOOR – PAINTED, DARK GRAY
11. CAST STONE LINTEL/BAND – AHI SUPPLY, INC. AUSTIN BUFF W/BUFF MORTER
12. PREFINISHED METAL GUTTER – TAN COLOR
13. ASHPHALT ROOF SHINGLE – OWENS CORNING OAKRIDGE 40 DRIFTWOOD
14. EIFS CORNICE – CREAM COLOR
15. PREFINISHED METAL DOWNSPOUT



7 TRASH ENCLOSURE BACK ELEVATION
SHEET A-1 SCALE: 1/4" = 1'-0"



6 TRASH ENCLOSURE FRONT ELEVATION
SHEET A-1 SCALE: 1/4" = 1'-0"



5 TRASH ENCLOSURE SIDE ELEVATION
SHEET A-1 SCALE: 1/4" = 1'-0"

CONCEPTUAL ELEVATION AT
3040 PAVILION
LOT 8, BLOCK 1
MORRISS COMMONS ADDITION
CITY OF FLOWER MOUND,
DENTON COUNTY, TEXAS

Design Associates & Consultants
2500 Coolwater Drive,
Plano, Texas 75025
214-714-5666
fax: 972-908-2990
milon5us@yahoo.com

18110923

Participating Consultants:

Project Name:

CONCEPTUAL ELEVATION
FOR
OFFICE CONDO
AT
3040 PAVILION
LOT 8, BLOCK-1
MORRIS COMMONS ADDITION
FLOWER MOUND, TX

OWNER/DEVELOPER:

G.C:
PERFECT GENERAL CONTRACTORS
4433 PUNJAB WAY, SUITE #301
FRISCO, TX 75033
SRINIVAS (SRI) CHALUVADI,
C: (469) 362-5285
O: (469) 252 1261
EMAIL: sri@chaluvadi.net

Drawing Title:
EXTERIOR ELEVATIONS
MATERIAL CALCULATION

Issued For	Date:

Revision Information:

No.	Date:	Description

Project No.: 20040406 Date: 04-04-20
Drawn By: Checked By:

Sheet No.
SHEET A-1

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO._____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 31-05, WHICH ESTABLISHED PLANNED DEVELOPMENT DISTRICT NO. 84 (PD-84) ON CERTAIN PROPERTY DESCRIBED AS APPROXIMATELY 1.782 ACRES OF LAND AND BEING ALL OF LOT 8, BLOCK 1, OF THE MORRISS COMMONS ADDITION; BY ADDING CONCEPTUAL SITE PLAN, CONCEPTUAL ELEVATIONS, AND CONCEPTUAL LANDSCAPE PLAN IN ACCORDANCE WITH SPECIFIC REQUIREMENTS STATED HEREIN AND EXHIBITS ATTACHED HERETO; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as approximately 1.782 acres of land and being all of Lot 8, Block 1, of the Morriss Commons Addition, have filed an application for a Zoning Planned Development amendment to amend Ordinance No. 31-05 for Planned Development District No. 84 (PD-84); and

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on August 10, 2020, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on August 17, 2020, with respect to the proposed Zoning Planned Development amendment as described herein; and

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Local Government Code, Chapter 78 of the Land Development Regulations, and all other laws dealing with notice, publication and procedural requirements for the approval of a Zoning Planned Development amendment on the property.

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

SECTION 1

The Land Development Regulations of the Town of Flower Mound, Texas, as amended, are hereby amended on the hereinafter described property and area as shown below:

Approximately 1.782 acres of land and being all of Lot 8, Block 1, of the Morriss Commons Addition, Denton County, Texas.

Exhibits "C," "D," and "E" to Ordinance No. 31-05, are hereby amended to add a conceptual site plan, elevations, and landscape plan for Lot 8, Block 1, of the Morriss Commons Addition attached as Exhibits "A," "B," and "C" hereto and incorporated herein.

SECTION 2

The use of the property described above shall be subject to all restrictions, terms and conditions contained herein, as well as the applicable regulations contained in Ordinance No. 31-05 for Planned Development District No. 84 (PD-84), the Land Development Regulations, and all other applicable and pertinent ordinances of the Town of Flower Mound.

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

All rights and remedies of the Town of Flower Mound are expressly saved as to any and all violations of the provisions of the Land Development Regulations or any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted

until final disposition by the courts.

SECTION 7

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

SECTION 8

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

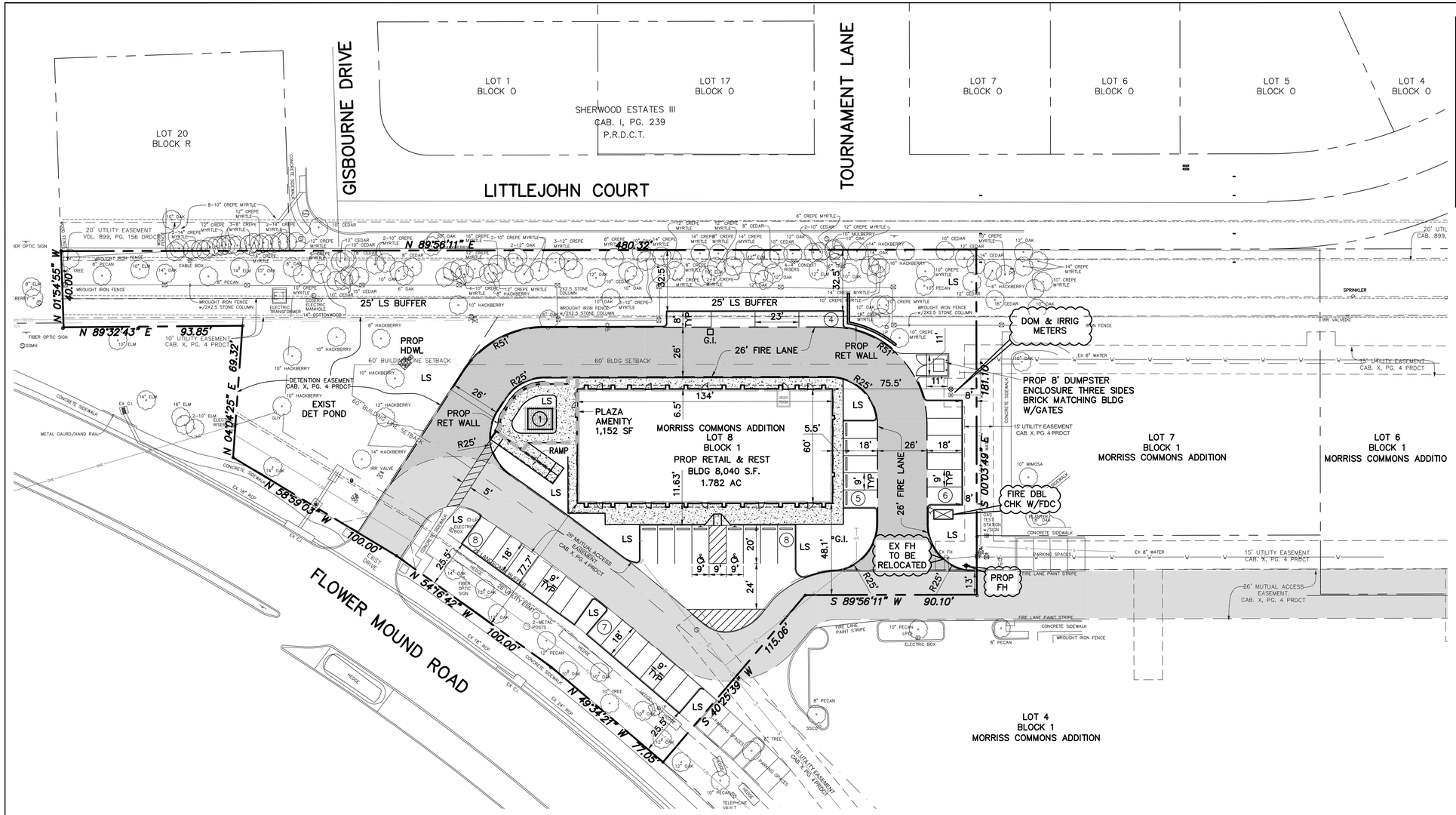
DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 17TH DAY OF AUGUST, 2020.

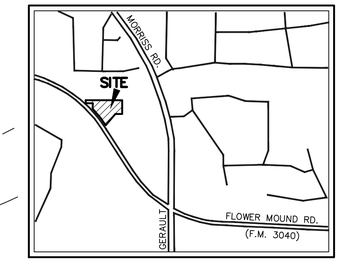
APPROVED:

_____
Steve Dixon, **MAYOR**

ATTEST:

_____
Theresa Scott, **TOWN SECRETARY**





LOCATION MAP
N.T.S.

GRAPHIC SCALE
0 15 30 60
(IN FEET)
1 inch = 30 ft.

NO.	DATE		APP.

VASQUEZ ENGINEERING L.L.C.
1919 S. SHILOH RD
Suite 440, LB44
Garland, Texas 75042
Ph: 972-278-2948
TX Registration # F-12266

THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, PERMITTING OR BIDDING PURPOSES
JUAN J. VASQUEZ, P.E.
TEXAS NO. 89852
DATE: 07/14/2020
VASQUEZ ENGINEERING, L.L.C.
TX REG. F-12266

SITE DATA TABLE

Physical Address	MORRISS ROAD	
Gross Site Area	1.782 Acreage & 77,637 S.F.	
Net Site Area	1.782 Acreage & 77,637 S.F.	
Zoning	Retail - 2(R-2) within PD-84	
Current use	Vacant/Detention Pond	
Lot Coverage Data:		
Building Coverage	10.4% / 8,040 S.F.	
Impervious Area	51.1% / 39,648 S.F.	
Pervious Area	48.9% / 37,989 S.F.	
Parking Summary	Required	Provided
Surface Parking		
Retail 1/250 (6690 SF)	27	22
Rest 1/75 (1350 SF)	18	16
Total Parking	45	38 (20% DEVIATION)
Building Data		
Building	1-Story	
Peak Height	28'-10"	
Mean Height	20'-10"	
Total Square Footage	8,040 S.F.	

MASTER PLAN FEATURES	
LAND USE PLAN	RETAIL / SPA 9
URBAN DESIGN PLAN	LONG PRAIRIE DISTRICT
PARKS AND TRAILS	PURPLE CONEFLOWER TRAIL - 8'
OPEN SPACE PLAN	N/A
THOROUGHFARE PLAN	FLOWER MOUND ROAD - MAJOR ARTERIAL (VAR WIDTH ROW)
WATER PLAN	8" LOOP - EAST P.L.
WASTEWATER PLAN	LONG PRAIRIE DISTRICT - 8" AT SEC
ECONOMIC IMPACT	SALES TAX

NOTES
1. SURVEY PREPARED BY NEEL - SCHAFFER INC., DATED MARCH 2020
2. ALL DIMENSIONS ARE TO EDGE OF PAVEMENT, FACE OF CURB, FACE OF BUILDING, UNLESS OTHERWISE NOTED.
3. ALL RADII NOT LISTED ARE 2' FACE OF CURB.
4. SEE CIVIL PLANS FOR SITE DESIGN.
5. SEE LANDSCAPE PLANS FOR SITE LANDSCAPING.
6. ACCORDING TO FEMA FIRM 48121C0545, DATED 4/02/1997 THE PROPERTY IS IN ZONE X.

CITY NOTES:
1. ALL RETAINING/DETAINING WALLS, TURN DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING. OR ALL RETAINING/DETAINING WALLS, TURN DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO COMPLEMENT THE MATERIALS AND COLORS WITHIN THIS DEVELOPMENT.
2. ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
3. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
4. DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
5. DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
6. SIGNS REQUIRE A SEPARATE BUILDING PERMIT.
7. ANY SIGNS DEPICTED ON THE SUBJECT SITE PLAN/ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.
8. RETAINING WALLS 4.0' IN HEIGHT OR GREATER, INCLUDING FOOTINGS, WILL REQUIRE A SEPARATE BUILDING PERMIT THROUGH THE BUILDING DEPARTMENT.

LEGEND

EXISTING		PROPOSED
	PROPERTY LINE	
	PAVEMENT	
(8)	PARKING COUNT	
	SIDEWALK	
	FIRE LANE	
	LANDSCAPE	LS
	TREE	
	HEDGE ROW	

(1) PROPOSED PERGOLA

OWNER
BARCLAY TEXAS HOLDINGS
2390 CAMELBACK RD.
SUITE 200
PHOENIX, AZ 85016

DEVELOPER
3040 PAVILION
4433 PUNJAB WAY
SUITE 301
FRISCO, TEXAS 75033
CONTACT: SRI CHALUVADI
972-252-1261 TELE

ENGINEER/APPLICANT
VASQUEZ ENGINEERING, LLC
JUAN J. VASQUEZ, P.E.
1919 S. SHILOH ROAD
SUITE 440, LB 44
GARLAND, TEXAS 75042
972-278-2948 TELE
972-271-1383 FAX

TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY WHETHER INDICATED ON THESE PLANS OR NOT.

CONCEPTUAL SITE PLAN
3040 PAVILION
LOT 8, BLOCK 1
MORRISS COMMONS ADDITION
0.941 ACRES
CITY OF FLOWER MOUND,
DENTON COUNTY, TEXAS
JULY 14, 2020

DEVELOPER:
3040 PAVILION
4433 PUNJAB WAY
SUITE 301
FRISCO, TEXAS 75033

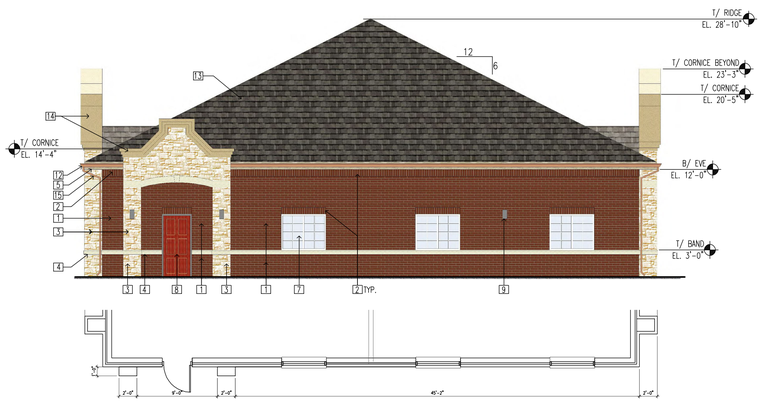
CONCEPTUAL SITE PLAN
3040 PAVILION
LOT 8, BLOCK 1
MORRISS COMMONS ADDITION
FLOWER MOUND, TX

Scale: 1" = 30'
Designed by: JJV
Drawn by: JJV
Checked by: JJV
603-13 CCSPI-SITE PLAN.dwg
07/14/2020

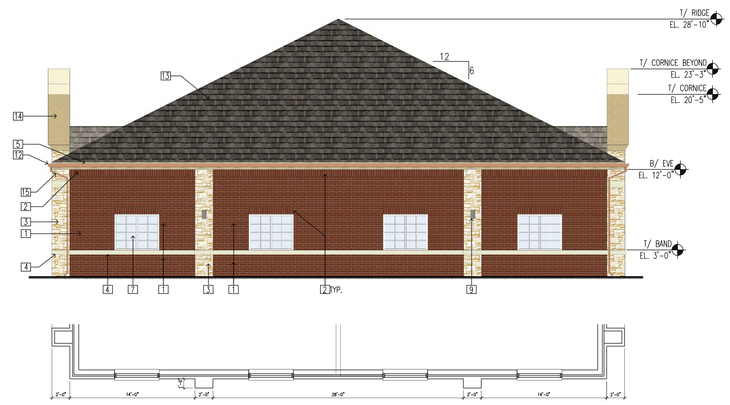
SHEET
CSP1

4 SOUTH ELEVATION
SHEET A-1 SCALE: 1/8" = 1'-0"

3 NORTH ELEVATION
SHEET A-1 SCALE: 1/8" = 1'-0"



2 WEST ELEVATION
SHEET A-1 SCALE: 1/8" = 1'-0"



1 EAST ELEVATION
SHEET A-1 SCALE: 1/8" = 1'-0"

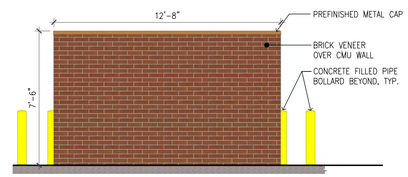
		NORTH	SOUTH	EAST	WEST
1.	TOTAL FACADE S.F.	2261 S.F.	2261 S.F.	804 S.F.	804 S.F.
2.	FACADE S.F. (exclusive of doors & windows)	1986 S.F.	1986 S.F.	724 S.F.	721 S.F.
3.	DOORS & WINDOWS S.F.	275 S.F.	275 S.F.	80 S.F.	83 S.F.
4.	PRIMARY MASONRY TOTALS (min 80%)	1826 S.F. & 92% OF 2	1849 S.F. & 93% OF 2	694 S.F. & 96% OF 2	691 S.F. & 96% OF 2
	* BRICK	788 S.F. & 40% OF 2	811 S.F. & 41% OF 2	567 S.F. & 78% OF 2	536 S.F. & 74% OF 2
	* STONE	1038 S.F. & 52% OF 2	1038 S.F. & 52% OF 2	127 S.F. & 18% OF 2	155 S.F. & 22% OF 2
5.	E.I.F.S. SECONDARY MASONRY TOTALS (max 20%)	137 S.F. & 7% OF 2	137 S.F. & 7% OF 2	30 S.F. & 4% OF 2	30 S.F. & 4% OF 2
6.	METAL DOOR	23 S.F. & 1% OF 2	–	–	–

ELEVATION GENERAL NOTES

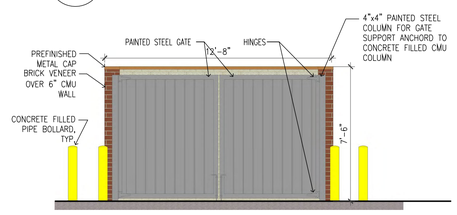
1. ANY EXTERNAL ELECTRICAL PANELS WILL BE PAINTED TO MATCH THE MATERIAL AND COLOR OF BUILDING.
2. DUMPSTER DOORS WILL BE PAINTED COMPLEMENTING THE BUILDING.

EXTERIOR MATERIALS AND COLOR SCHEDULE

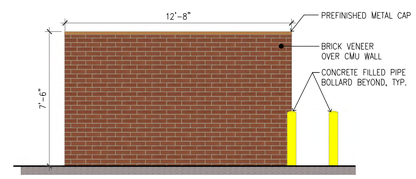
1. BRICK VENEER – ACME BRICK, KING SIZE, LONESTAR CLAY W/NATURAL GRAY MORTER
2. BRICK SOLDIER COURSE – ACME BRICK, KING SIZE, LONESTAR CLAY, W/NATURAL GRAY MORTER
3. STONE VENEER – AUSTIN STONE, CREAM COLOR W/KHAKI MORTER
4. 6" CAST STONE BAND – AHI SUPPLY, INC. AUSTIN BUFF W/BUFF MORTER
5. PAINTED CEMENT BOARD FASCIA, – OFF WHITE
6. HOLLOW METAL DOOR, INSULATED, PAINTED –LIGHT GRAY
7. ALUMINUM WINDOW SYSTEM – ALENCO W/LOW E CLEAR GLASS OR APPROVED EQUAL
8. WOOD ENTRY DOOR – COLOR TO BE DETERMINED LATER
9. DECORATIVE WALL SCONE – PAINTED
10. INSULATED METAL DOOR – PAINTED, DARK GRAY
11. CAST STONE LINTEL/BAND – AHI SUPPLY, INC. AUSTIN BUFF W/BUFF MORTER
12. PREFINISHED METAL GUTTER – TAN COLOR
13. ASHPHALT ROOF SHINGLE – OWENS CORNING OAKRIDGE 40 DRIFTWOOD
14. EIFS CORNICE – CREAM COLOR
15. PREFINISHED METAL DOWNSPOUT



7 TRASH ENCLOSURE BACK ELEVATION
SHEET A-1 SCALE: 1/4" = 1'-0"



6 TRASH ENCLOSURE FRONT ELEVATION
SHEET A-1 SCALE: 1/4" = 1'-0"



5 TRASH ENCLOSURE SIDE ELEVATION
SHEET A-1 SCALE: 1/4" = 1'-0"

CONCEPTUAL ELEVATION AT
3040 PAVILION
LOT 8, BLOCK 1
MORRISS COMMONS ADDITION
CITY OF FLOWER MOUND,
DENTON COUNTY, TEXAS

Design Associates & Consultants
2500 Coolwater Drive,
Plano, Texas 75025
214-714-5666
fax: 972-908-2990
milon5us@yahoo.com

18110923
REGISTERED ARCHITECT A.OMM.RAHMAN 24474 STATE OF TEXAS

Participating Consultants:

Project Name:

CONCEPTUAL ELEVATION
FOR
OFFICE CONDO
AT
3040 PAVILION
LOT 8, BLOCK-1
MORRIS COMMONS ADDITION
FLOWER MOUND, TX

OWNER/DEVELOPER:

G.C:
PERFECT GENERAL CONTRACTORS
4433 PUNJAB WAY, SUITE #301
FRISCO, TX 75033
SRINIVAS (SRI) CHALUVADI,
C: (469) 362-5285
O: (469) 252 1261
EMAIL: sri@chaluvadi.net

Drawing Title:
EXTERIOR ELEVATIONS
MATERIAL CALCULATION

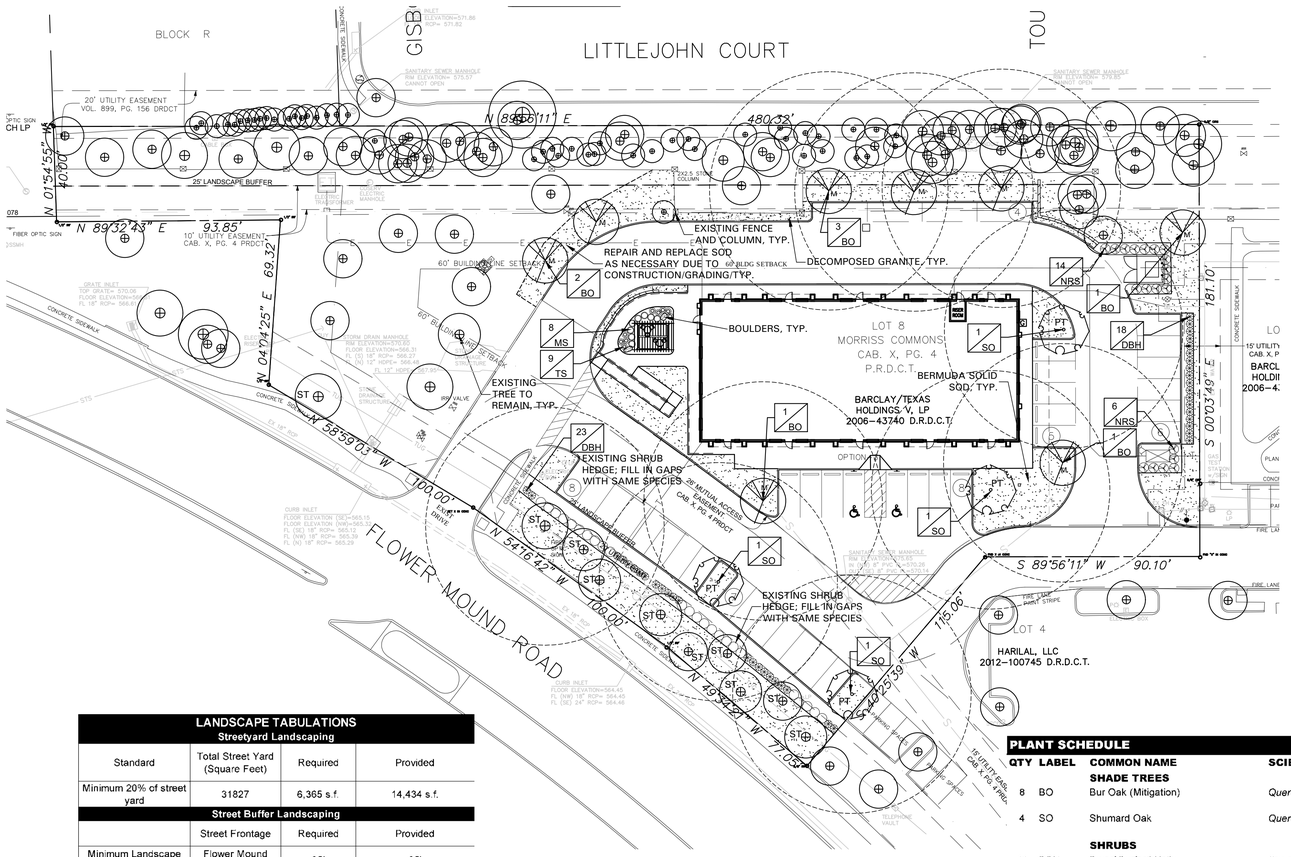
Issued For	Date:

Revision Information:

No.	Date:	Description

Project No.: 20040406 Date: 04-04-20
Drawn By: Checked By:

Sheet No.
SHEET A-1



LANDSCAPE TABULATIONS

Standard	Total Street Yard (Square Feet)	Required	Provided
Streetyard Landscaping			
Standard	Total Street Yard (Square Feet)	Required	Provided
Minimum 20% of street yard	31827	6,365 s.f.	14,434 s.f.
Street Buffer Landscaping			
	Street Frontage	Required	Provided
Minimum Landscape Buffer	Flower Mound Road	25'	25'
Parking Area Landscaping			
Standard	No. of Parking Spaces	Required	Provided
90 s.f. per 12 parking spaces	38	285 s.f.	2,647 s.f.
SCREENING			
Parking Areas			
Standard	Street Frontage	Required	Provided
3' ht. parking screen	Flower Mound Road	YES	YES
Outdoor Storage Areas			
Standard	Street Frontage	Required	Provided
6' ht. screening device from street view	Flower Mound Road	YES	YES
Loading and Service Bays			
Standard	Street Frontage	Required	Provided
6' ht. screening device from street view	NA	NA	NA
PLANTING STANDARDS			
Street Yard Trees			
Standard	Total Street Yard (square feet)	Required	Provided
10,000 - 110,000 s.f. = 1 tree per 2,500 s.f. +10 trees	31,827 s.f.	23 trees, 3" cal.	4 proposed trees, 3" cal. 19 existing trees
Trees required to satisfy other provisions of this division and lying within the street yard may be used to satisfy the requirements of this section.			
Street Buffer Trees			
Standard	Street Frontage (Linear Feet)	Required	Provided
1 tree, 3" cal., per 30 l.f.	Flower Mound Road - 276 L.F.	9 trees, 3" cal.	10 existing trees
Parking Area Trees			
Standard	No. of Parking Spaces	Required	Provided
1 tree, 3" cal., per 10 Parking Spaces	38	4 trees, 3" cal.	4 trees, 3" cal., 1 existing tree
All parking spaces are located withing 50 ft. of a tree.			

PLANT SCHEDULE

QTY	LABEL	COMMON NAME	SCIENTIFIC NAME	SIZE	NOTES
		SHADE TREES			
8	BO	Bur Oak (Mitigation)	*Quercus macrocarpa*	3" cal.	12' ht., 5' spread
4	SO	Shumard Oak	*Quercus shumardii*	3" cal.	12' ht., 5' spread
		SHRUBS			
41	DBH	Dwarf Burford Holly	*Ilex cornuta ' Burford Nana'*	5 gal.	full, 20" spread, 36" o.c.
8	MS	Morning Light Miscanthus	*Miscanthus sinensis 'Morning Light'*	5 gal.	full, 20" spread, 36" o.c.
20	NRS	Nellie R Stevens Holly	*Illex x 'Nellie R. Stevens'*	7 gal.	full, 40" o.c.
9	TS	Texas Sage 'Thundercloud'	*Leucophyllum frutescens 'Thundercloud'*	5 gal.	full, 24" sprd, 30" o.c.
		GROUNDCOVER/VINES/GRASS			
		Bermuda Solid Sod	*Cynodon dactylon*		
		Decomposed Granite			

Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. Trees shall have a strong central leader and be of matching specimens. All plant material shall meet or exceed remarks as indicated.

TREE PRESERVATION LEGEND

TREE TO REMAIN

GENERAL LAWN NOTES

1. CONTRACTOR SHALL COORDINATE OPERATIONS AND AVAILABILITY OF EXISTING TOPSOIL WITH ON-SITE CONSTRUCTION MANAGER
2. LAWN AREAS SHALL BE LEFT 1" BELOW FINAL FINISHED GRADE PRIOR TO TOPSOIL INSTALLATION.
3. CONTRACTOR TO FIND GRADE AREAS TO ACHIEVE FINAL CONTOURS AS SHOWN ON CIVIL DRAWINGS. POSITIVE DRAINAGE SHALL BE PROVIDED AWAY FROM ALL BUILDINGS, ROUNDING AT TOP AND BOTTOM OF SLOPES SHALL BE PROVIDED AND IN OTHER BREAKS IN GRADE. CORRECT AREAS WHERE STANDING WATER MAY OCCUR.
4. ALL LAWN AREAS SHALL BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR LANDSCAPE ARCHITECT PRIOR TO LAWN INSTALLATION.
5. CONTRACTOR SHALL REMOVE ALL ROCKS 3/4" IN DIAMETER AND LARGER. REMOVE ALL DIRT CLODS, STICKS, CONCRETE SPOILS, TRASH ETC PRIOR TO PLACING TOPSOIL AND GRASS INSTALLATION.
6. CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE.
7. CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT IF NECESSARY.

SOLID SOD:

1. SOLID SOD SHALL BE PLACED ALONG ALL IMPERVIOUS EDGES, AT A MINIMUM. THIS SHALL INCLUDE CURBS, WALKS, INLETS, MANHOLES AND PLANTING BED AREAS. SOD SHALL COVER OTHER AREAS COMPLETELY AS INDICATED BY PLAN.
2. SOD SHALL BE STRONGLY ROOTED DROUGHT RESISTANT SOD, NOT LESS THAN 2 YEARS OLD, FREE OF WEEDS AND UNDESIRABLE NATIVE GRASS AND MACHINE CUT TO PAD THICKNESS OF 3/4" (+1/4"), EXCLUDING TOP GROWTH AND THATCH.
3. LAY SOD BY HAND TO COVER INDICATED AREAS COMPLETELY, ENSURING EDGES ARE TOUCHING WITH TIGHTLY FITTING JOINTS, NO OVERLAPS WITH STAGGERED STRIPS TO OFFSET JOINTS.
4. TOP DRESS JOINTS IN SOD BY HAND WITH TOPSOIL TO FILL VOIDS IF NECESSARY
5. SOD SHALL BE ROLLED TO CREATE A SMOOTH EVEN SURFACE. SOD SHOULD BE WATERED THOROUGHLY DURING INSTALLATION PROCESS.
6. SHOULD INSTALLATION OCCUR BETWEEN OCTOBER 1ST AND MARCH 1ST, OVERSEED BERMUDAGRASS SOD WITH WINTER RYEGRASS AT A RATE OF 4 POUNDS PER 1000 S.F.

HYDROMULCH:

1. SCARIFY AND LOOSEN ALL AREAS TO BE HYDROMULCHED TO A MINIMUM DEPTH OF 4" PRIOR TO TOPSOIL AND HYDROMULCH INSTALLATION.
2. BERMUDA GRASS SEED SHALL BE EXTRA HULLED, TREATED LAWN TYPE. SEED SHALL BE DELIVERED TO THE SITE IN ITS ORIGINAL UNOPENED CONTAINER AND SHALL MEET ALL STATE/LOCAL LAW REQUIREMENTS.
3. FIBER SHALL BE 100% WOOD CELLULOSE FIVER, DELIVERED TO THE SITE IN ITS ORIGINAL UNOPENED CONTAINER AS MANUFACTURED BY "CONWEB' OR EQUAL.
4. FIBER TACK SHALL BE DELIVERED TO THE SITE IN ITS UNOPENED CONTAINER AND SHALL BE 'TERRO-TACK ONE', AS MANUFACTURED BY GROWERS, INC OR APPROVED EQUAL.
5. HYDROMULCH WITH BERMUDA GRASS SEET AT A RATE OF 2 POUNDS PER 1000 S.F.
6. USE A BATTER BOARD AGAINST ALL BED AREAS TO PREVENT OVER SPRAY.
7. IF INADEQUATE MOISTURE IS PRESENT IN SOIL, APPLY WATER AS NECESSARY FOR OPTIMUM MOISTURE FOR SEED APPLICATION.
8. IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1ST AND MAY 1ST, ALL HYDORMULCH AREAS SHALL BE OVER-SEEDED WITH WINTER RYE GRASS AT A RATE OF FOUR POUNDS PER ONE THOUSAND SQUARE FEET. CONTRACTOR SHALL BE REQUIRED TO RE-HYDROMULCH WITH BERMUDA GRASS THE FOLLOWING GROWING SEASON AS PART OF THIS CONTRACT.
9. AFTER APPLICATION, NO EQUIPMENT SHALL OPERATE OVER APPLIED AREAS. WATER SEEDED AREAS IMMEDIATELY AFTER INSTALLATION TO SATURATION.
10. ALL LAWN AREAS TO BE HYDROMULCHED SHALL ACHIEVE 100% COVERAGE PRIOR TO FINAL ACCEPTANCE.

LANDSCAPE NOTES

1. CONTRACTOR TO VERIFY AND LOCATE ALL PROPOSED AND EXISTING ELEMENTS. NOTIFY LANDSCAPE ARCHITECT OR DESIGNATED REPRESENTATIVE FOR ANY LAYOUT DISCREPANCIES OR ANY CONDITION THAT WOULD PROHIBIT THE INSTALLATION AS SHOWN. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS
2. CONTRACTOR SHALL CALL 811 TO VERIFY AND LOCATE ANY AND ALL UTILITIES ON SITE PRIOR TO COMMENCING WORK. LANDSCAPE ARCHITECT SHOULD BE NOTIFIED OF ANY CONFLICTS. CONTRACTOR TO EXERCISE EXTREME CAUTION WHEN WORKING NEAR UNDERGROUND UTILITIES.
3. A MINIMUM OF 2% SLOPE SHALL BE PROVIDED AWAY FROM ALL STRUCTURES.
4. CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL FINISHED GRADE IN PLANTING AREAS AND 1" BELOW FINAL FINISHED GRADE IN LAWN AREAS.
5. LANDSCAPE ISLANDS SHALL BE CROWNED, AND UNIFORM THROUGHOUT THE SITE.
6. PLANTING AREAS AND SOD TO BE SEPARATED BY STEEL EDGING. NO STEEL EDGING SHALL BE INSTALLED ADJACENT TO BUILDINGS, WALKS OR CURBS. EDGING NOT TO BE MORE THAN 1/2" ABOVE FINISHED GRADE.
7. EDGING SHALL BE CUT AT 45 DEGREE ANGLE WHERE IT INTERSECTS WALKS AND/OR CURBS.
8. MULCH SHALL BE INSTALLED AT 1/2" BELOW THE TOPS OF SIDEWALKS AND CURBING.
9. QUANTITIES ON THESE PLANS ARE FOR REFERENCE ONLY. THE SPACING OF PLANTS SHOULD BE AS INDICATED ON PLANS OR OTHERWISE NOTED. ALL TREES AND SHRUBS SHALL BE PLANTED PER DETAILS.
10. CONTAINER GROWN PLANT MATERIAL IS PREFERRED HOWEVER BALL AND BURLAP PLANT MATERIAL CAN BE SUBSTITUTED IF NEED BE AND IS APPROPRIATE TO THE SIZE AND QUALITY INDICATED ON THE PLANT MATERIAL LIST.
11. TREES SHALL BE PLANTED AT A MINIMUM OF 5' FROM ANY UTILITY LINE, SIDEWALK OR CURB. TREES SHALL ALSO BE 10' CLEAR FROM FIRE HYDRANTS.
12. 4" OF SHREDDED HARDWOOD MULCH (2" SETTLED THICKNESS) SHALL BE PLACED OVER WEED BARRIER FABRIC. MULCH SHALL BE SHREDDED HARDWOOD MULCH OR APPROVED EQUAL, PINE STRAW MULCH IS PROHIBITED.
13. WEED BARRIER FABRIC SHALL BE USED IN PLANT BEDS AND AROUND ALL TREES AND SHALL BE MIRAFI 1405 WEED BARRIER OR APPROVED EQUAL.
14. CONTRACTOR TO PROVIDE UNIT PRICING OF LANDSCAPE MATERIALS AND BE RESPONSIBLE FOR OBTAINING ALL LANDSCAPE AND IRRIGATION PERMITS.

IRRIGATION:

1. ALL REQUIRED LANDSCAPE AREAS SHALL HAVE AN AUTOMATIC IRRIGATION SYSTEM WITH A FREEZE/RAIN SENSOR. SYSTEM SHALL ALSO HAVE AN ET WEATHER BASED CONTROLLER AND BE DESIGNED AND INSTALLED BY A LICENSED IRRIGATOR.

MAINTENANCE REQUIREMENTS:

1. VEGETATION SHOULD BE INSPECTED REGULARLY TO ENSURE THAT PLANT MATERIAL IS ESTABLISHING PROPERLY AND REMAINS IN A HEALTHY GROWING CONDITION APPROPRIATE FOR THE SEASON. IF DAMAGED OR REMOVED, PLANTS MUST BE REPLACED BY A SIMILAR VARIETY AND SIZE.
2. MOWING, TRIMMING, EDGING AND SUPERVISION OF WATER APPLICATIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UNTIL THE OWNER OR OWNER'S REPRESENTATIVE ACCEPTS AND ASSUMES REGULAR MAINTENANCE.
3. ALL LANDSCAPE AREAS SHOULD BE CLEANED AND KEPT FREE OF TRASH, DEBRIS, WEEDS AND OTHER MATERIAL.

MISCELLANEOUS MATERIALS:

1. STEEL EDGING SHALL BE 3/16" X 4 X 16' DARK GREEN DURAEDGE STEEL LANDSCAPE EDGING UNLESS NOTED OTHERWISE ON PLANS/DETAILS.
2. DECOMPOSED GRANITE SHALL CONSIST OF A NATURAL MIX OF GRANITE AGGREGATE NOT TO EXCEED 1/8" IN DIAMETER AND COMPOSED OF VARIOUS STAGES OF DECOMPOSED EARTH BASE. DG SHALL BE PLACED OVER FILTER FABRIC AT A MINIMUM OF 3" DEPTH.

PRUNING AND TRIMMING NOTES

1. CONTRACTOR SHALL PRUNE ALL EXISTING TREES ON-SITE USING STANDARD GUIDELINES IN THE INDUSTRY.
2. ALL TREES SHALL BE TRIMMED SO THAT NATURAL SHAPES OF THE PLANTS ARE RETAINED.
3. DO NOT 'TOP' OR 'HEAD' TREES.
4. IF BALLING OR SHEARING OF TREES HAS OCCURRED IN THE PAST, DISCONTINUE THIS PRACTICE AND ALLOW PLANTS TO GROW INTO NATURAL SHAPE.
5. REMOVE SUCKERS, DEAD, DYING, DISEASED, BROKEN AND / OR WEAK BRANCHES FROM ALL TREES ALONG THE MAIN TRUNK STRUCTURE AND WITHIN THE BRANCHING AREA.
6. CONTRACTOR SHALL PRUNE EXISTING DECIDUOUS HARDWOOD BY REMOVING LOWER LIMBS TO RAISE THE CANOPY. THE BOTTOM OF THE CANOPY SHALL BE RAISED TO 12'-0" ABOVE GRADE FOR DECIDUOUS HARDWOOD TREES, WHEN POSSIBLE. THE INTEGRITY OF THE CANOPY AND STRUCTURE OF THE TREE SHALL BE MAINTAINED. DO NOT CUT OR PRUNE CENTRAL LEADERS.
7. CONTRACTOR SHALL THIN THE CANOPY BY ONE-FOURTH. PRUNE TREE TO EVENLY SPACE BRANCHES WITHIN THE CANOPY WHENEVER POSSIBLE. REMOVE THOSE LIMBS THAT CROSS OTHERS, DOUBLE LEADERS AND THOSE THAT EXCESSIVELY EXTEND BEYOND THE NATURAL CROWN OF THE TREE.
8. CONTRACTOR SHALL PROVIDE DEEP ROOT FEEDING AND INVIGORATION OF EXISTING TREES. THIS SHALL BE ORGANIC BASED NUTRIENTS BASED FOR ROOT GROWTH AND LEAF GROWTH STIMULATION.
9. CONTRACTOR SHALL BE REQUIRED TO CHIP ALL REMOVED BRANCHES, LEAFS, ETC.

TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY WHETHER INDICATED ON THESE PLANS OR NOT.

GRAPHIC SCALE
0 30 60 FEET
Scale 1"=30' - 0"

AWR Designs, LLC
P.O. Box 1746
Aledo, Texas 76008
amanda@awr-designs.com
c. 512.517.5589

OWNER
BARCLAY TEXAS HOLDINGS
2390 CAMELBACK RD.
SUITE 200
PHOENIX, AZ 85016

DEVELOPER
3040 PAVILION
4433 PUNJAB WAY
SUITE 301
FRISCO, TEXAS 75033
CONTACT: SRI CHALUVADI
214-865-8097 TELE

ENGINEER/APPLICANT
VASQUEZ ENGINEERING, LLC
JUAN J. VASQUEZ, P.E.
1919 S. SHILOH ROAD
SUITE 440, LB 44
GARLAND, TEXAS 75042
972-278-2948 TELE
972-271-1383 FAX

CONCEPTUAL
LANDSCAPE PLAN
3040 PAVILION
LOT 8, BLOCK 1
MORRISS COMMONS ADDITION
0.941 ACRES
CITY OF FLOWER MOUND,
DENTON COUNTY, TEXAS
JUNE 10, 2020

NO.	DATE			APP.

VASQUEZ ENGINEERING L.L.C.
1919 S. SHILOH RD
Suite 440, LB44
Garland, Texas 75042
Ph: 972-278-2948
TX Registration # F-12266

REGISTERED LANDSCAPE ARCHITECT
AMANDA M. RICHARDSON
2754
STATE OF TEXAS
06/10/2020

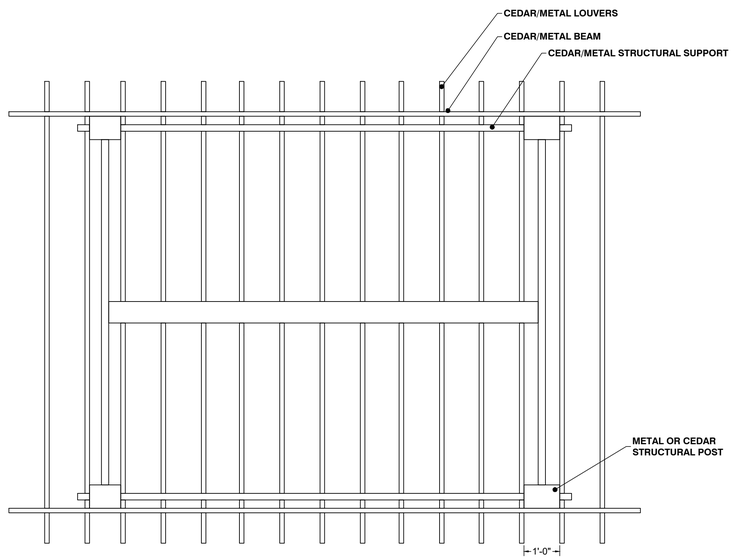
DEVELOPER:
3040 PAVILION
4433 PUNJAB WAY
SUITE 301
FRISCO, TEXAS 75033

LANDSCAPE PLAN

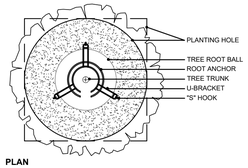
3040 PAVILION
LOT 8, BLOCK 1
MORRISS COMMONS ADDITION
FLOWER MOUND, TX

Scale: 1" - 30'
Designed by: JJV
Drawn by: JJV
Checked by: JJV
603-13 OSSPI-SITE PLAN.dwg
06/10/2020

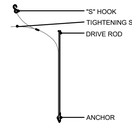
SHEET
L1.2



PLAN

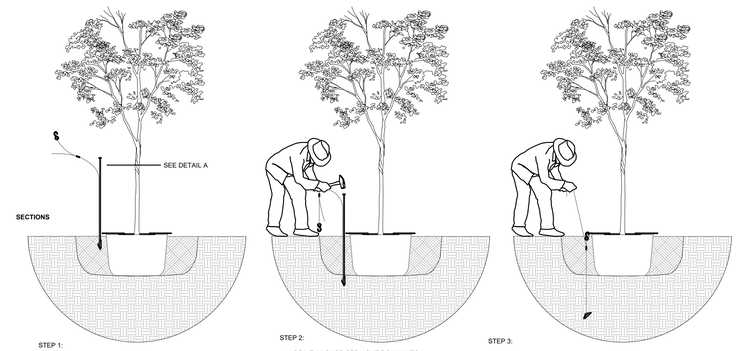


PLAN



DETAIL A

ROOT ANCHOR ITEM	ROOT BALL & CONTAINER SIZE	ANCHOR INSTALLATION DEPTH	QUANTITY & ANCHOR SIZE
15-BG	10 / 15 Gallon or 17" root ball	12 - 18" Minimum Depth	3 - V88 Anchors
30-BG	20 / 30 Gallon or 22" root ball	18 - 24" Minimum Depth	3 - V88 Anchors
45/65-BG	45 / 65 Gallon or 27-30" root ball	24 - 30" Minimum Depth	3 - V88 Anchors
100-BG	95 / 100 Gallon or 36" root ball	30 - 36" Minimum Depth	3 - V88 Anchors
150-BG	150 Gallon or 42" root ball	48" Minimum Depth	3 - V88 Anchors
200-BG	200 Gallon or 48" root ball	48" Minimum Depth	3 - V88 Anchors
300-BG	300 Gallon or 58" root ball	48" Minimum Depth	3 - V88 Anchors
CUSTOM-BG	Root Balls larger than 60"	TBD	



STEP 1:

- SET TREE IN PLANTING PIT
- PLACE ANCHOR WITH RING SIDE DOWN AGAINST TOP OF ROOT BALL
- CENTER ROOT ANCHOR'S INNER RING(S) AROUND TRUNK OF TREE
- ALIGN DRIVE ROD AS CLOSE AS POSSIBLE TO OUTSIDE EDGE OF U-BRACKET

STEP 2:

- DRIVE ANCHOR STRAIGHT DOWN INTO UNDISTURBED SUBBASE SOIL
- SEE CHART FOR RECOMMENDED DEPTHS PER TREE SIZE

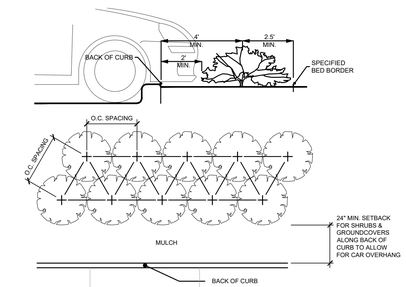
STEP 3:

- REMOVE DRIVE ROD
- REPEAT STEPS 1 & 2 FOR ALL THREE (3) ANCHOR LOCATIONS
- PULL BACK ON STRAP APPROXIMATELY 3" FOR THE V-88 ANCHOR, OR 6" TO 7" FOR THE V-88 ANCHOR TO SET ANCHOR INTO A HORIZONTAL OR LOCKED POSITION. A FULCRUM MAY BE REQUIRED TO ASSIST IN SETTING THE ANCHOR.
- PLACE "S" HOOK OVER THE END OF THE U-BRACKET
- PULL STRAP UP VERTICALLY UNTIL ROOT ANCHOR RINGS BITE INTO THE TOP OF THE ROOT BALL AND U-BRACKETS ARE SETTING FLUSH ON TOP OF THE ROOT BALL
- TIE EXCESS STRAP OFF TO THE U-BRACKET ALLOWING ENOUGH REMAINING STRAP TO ADJUST TREE, IF NECESSARY

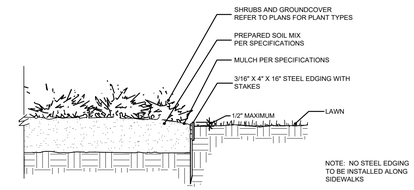
TREE STAKE SOLUTIONS, LLC.
9973 FM 521 Road
Rosharon, Texas 77583
www.treestakesolutions.com

Phone: 281-778-1400
Mobile: 903-676-6143
Fax: 281-778-1425

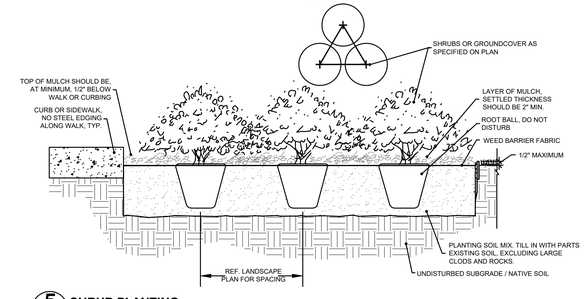
2 TREE PLANTING
N.T.S.



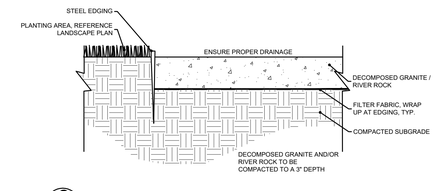
3 SHRUB SPACING AND PLANTING AT B.O.C.
N.T.S.



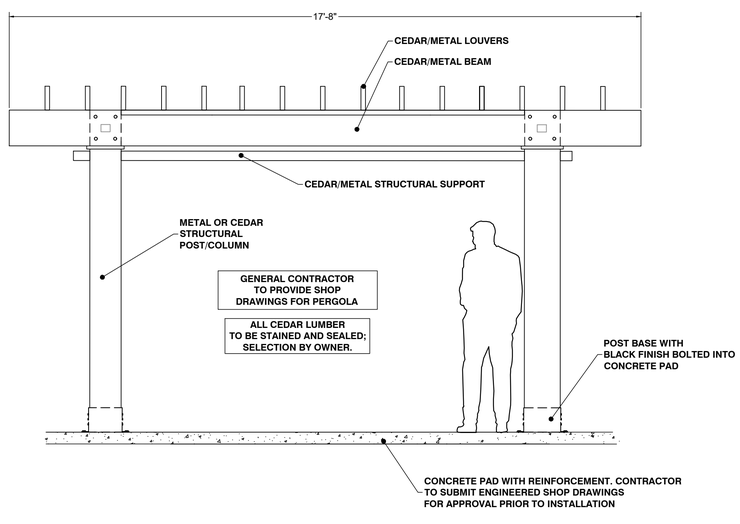
4 STEEL EDGING DETAIL
N.T.S.



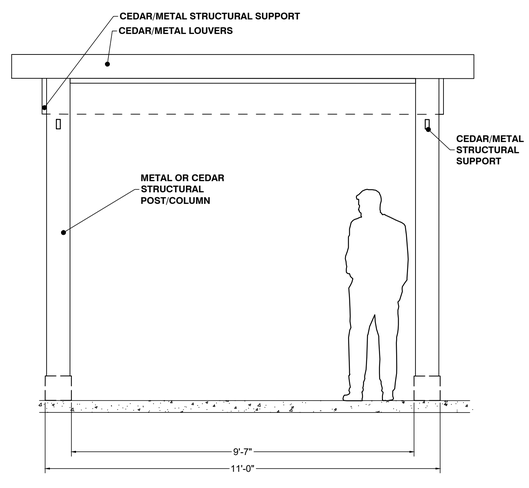
5 SHRUB PLANTING
N.T.S.



6 DECOMPOSED GRANITE / RIVER ROCK
N.T.S.



FRONT ELEVATION



SIDE ELEVATION

1 PERGOLA
1/2" = 1'-0"

AWR Designs, LLC
P.O. Box 1746
Aledo, Texas 76008
amanda@awr-designs.com
c. 512.517.5589

OWNER
BARCLAY TEXAS HOLDINGS
2390 CAMELBACK RD.
SUITE 200
PHOENIX, AZ 85016

DEVELOPER
3040 PAVILION
4433 PUNJAB WAY
SUITE 301
FRISCO, TEXAS 75033
CONTACT: SRI CHALUVADI
214-865-8097 TELE

ENGINEER/APPLICANT
VASQUEZ ENGINEERING, LLC
JUAN J. VASQUEZ, P.E.
1919 S. SHILOH ROAD
SUITE 440, LB 44
GARLAND, TEXAS 75042
972-278-2948 TELE
972-271-1383 FAX

TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY WHETHER INDICATED ON THESE PLANS OR NOT.

CONCEPTUAL LANDSCAPE DETAILS
3040 PAVILION
LOT 8, BLOCK 1
MORRISS COMMONS ADDITION
0.941 ACRES
CITY OF FLOWER MOUND,
DENTON COUNTY, TEXAS
JUNE 10, 2020

NO.	DATE	APP.

VASQUEZ ENGINEERING L.L.C.
1919 S. SHILOH RD
Suite 440, LB44
Garland, Texas 75042
Ph: 972-278-2948
TX Registration # F-12266

REGISTERED LANDSCAPE ARCHITECT
AMANDA M. RICHARDSON
2754
STATE OF TEXAS
06/10/2020

DEVELOPER:
3040 PAVILION
4433 PUNJAB WAY
SUITE 301
FRISCO, TEXAS 75033

LANDSCAPE DETAILS

3040 PAVILION
LOT 8, BLOCK 1
MORRISS COMMONS ADDITION
FLOWER MOUND, TX

Scale: 1" = 30'
Designed by: JJV
Drawn by: JJV
Checked by: JJV
603-13 OSSPI-SITE PLAN.dwg
06/10/2020

SHEET
L1.3

SECTION 32 9300 - LANDSCAPE

PART 1 - GENERAL

1.1 QUALIFICATIONS OF THE LANDSCAPE CONTRACTOR.

A. ALL LANDSCAPE WORK SHOWN ON THESE PLANS SHALL BE PERFORMED BY A SINGLE FIRM SPECIALIZING IN LANDSCAPE PLANTING

1.2 REFERENCE DOCUMENTS

A. REFER TO LANDSCAPE PLANS, NOTES, SCHEDULES AND DETAILS FOR ADDITIONAL REQUIREMENTS

1.3 SCOPE OF WORK / DESCRIPTION OF WORK

A. WORK COVERED BY THESE SECTIONS INCLUDES: FURNISH ALL SUPERVISIONS, LABOR, MATERIALS, SERVICES, EQUIPMENT AND APPLIANCES REQUIRED TO COMPLETE THE WORK COVERED IN CONJUNCTION WITH THE LANDSCAPING COVERED IN LANDSCAPE PLANS AND SPECIFICATIONS INCLUDING:

1. PLANTING (TREES, SHRUBS, GRASSES)
1. BED PREP AND FERTILIZATION
3. NOTIFICATION OF SOURCES
4. WATER AND MAINTENANCE UNTIL ACCEPTANCE
5. GUARANTEE

B. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LAWS, CODES AND REGULATIONS REQUIRED BY AUTHORITIES HAVING JURISDICTION OVER SUCH WORK, INCLUDING ALL INSPECTIONS AND PERMITS REQUIRED BY FEDERAL, STATE AND LOCAL AUTHORITIES IN SUPPLY, TRANSPORTATION AND INSTALLATION OF MATERIALS.

C. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITY LINES (WATER, SEWER, ELECTRICAL, TELEPHONE, GAS, CABLE, TELEVISION, ETC.) PRIOR TO THE START OF ANY WORK

1.4 REFERENCES

A. AMERICAN STANDARD FOR NURSERY STOCK PUBLISHED BY AMERICAN ASSOCIATION OF NURSERYMEN; 27 OCTOBER 1980, EDITION; BY AMERICAN NATIONAL STANDARDS INSTUTUTE (Z60.1) - PLANT MATERIAL

B. AMERICAN JOINT COMMITTEE ON HORTICULTURE NOMENCLATURE; 1942 EDITION OF STANDARDIZED PLANT NAMES.

C. TEXAS ASSOCIATION OF NURSERYMEN, GRADES AND STANDARDS

1.5 SUBMITTALS

A. PROVIDE REPRESENTATIVE QUANTITIES OF EACH SOIL, MULCH, BED MIX, GRAVEL AND STONE BEFORE INSTALLATION. SAMPLES TO BE APPROVED BY OWNER'S REPRESENTATIVE BEFORE USE.

B. SOIL AMENDMENTS AND FERTILIZERS SHOULD BE RESEARCHED AND BASED ON THE SOILS IN THE AREA.

C. BEFORE INSTALLATION, SUBMIT DOCUMENTATION THAT PLANT MATERIALS ARE AVAILABLE AND HAVE BEEN RESERVED. FOR ANY PLANT MATERIAL NOT AVAILABLE, SUBMIT REQUEST FOR SUBSTITUTION.

1.6 JOB CONDITIONS, DELIVERY, STORAGE AND HANDLING

A. GENERAL CONTRACTOR TO COMPLETE WORK BEFORE LANDSCAPE CONTRACTOR TO COMMENCE.

B. ALL PLANTING BED AREAS SHALL BE LEFT THREE INCHES BELOW FINAL GRADE OF SIDEWALKS, DRIVES AND CURBS. ALL AREAS TO RECEIVE SOLID SOD SHALL BE LEFT ONE INCH BELOW THE FINAL GRADE OF WALKS, DRIVES AND CURBS. CONSTRUCTION DEBRIS SHALL BE REMOVED PRIOR TO LANDSCAPE CONTRACTOR BEGINNING WORK

C. STORAGE OF MATERIALS AND EQUIPMENT AT THE JOB SITE WILL BE AT THE RISK OF THE LANDSCAPE CONTRACTOR. THE OWNER CANNOT BE HELD RESPONSIBLE FOR THEFT OR DAMAGE.

1.7 SEQUENCING

A. INSTALL TREES, SHRUBS, AND LINER STOCK PLANT MATERIALS PRIOR TO INSTALLATION OF LAWN/SOLID SOD.

B. WHERE EXISTING TURF AREAS ARE BEING CONVERTED TO PLANTING BEDS, THE TURF SHALL BE CHEMICALLY ERADICATED TO MINIMIZE RE-GROWTH IN THE FUTURE. AREAS SHALL BE PROPERLY PREPARED WITH AMENDED ORGANIC MATTER.

1.8 MAINTENANCE AND GUARANTEE

MAINTENANCE:

A. THE LANDSCAPE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR THE MAINTENANCE OF ALL WORK FROM THE TIME OF PLANTING UNTIL FINAL ACCEPTANCE BY OWNER.

B. NO TREES, GRASS, GROUNDCOVER OR GRASS WILL BE ACCEPTED UNLESS THEY SHOW HEALTHY GROWTH AND SATISFACTORY FOLIAGE CONDITIONS.

C. MAINTENANCE SHALL INCLUDE WATERING OF TREES AND PLANTS, CULTIVATION, WEED SPRAYING, EDGING, PRUNING OF TREES, MOWING OF GRASS, CLEANING UP AND ALL OTHER WORK NECESSARY FOR MAINTENANCE.

D. A WRITTEN NOTICE REQUESTING FINAL INSPECTION AND ACCEPTANCE SHOULD BE SUBMITTED TO THE OWNER AT LEAST 7 DAYS PRIOR TO COMPLETION. AN ON SITE INSPECTION BY THE OWNER'S AUTHORIZED REPRESENTATIVE WILL BE COMPLETED PRIOR TO WRITTEN ACCEPTANCE.

E. NOTIFY OWNER OR OWNER'S REPRESENTATIVE SEVEN DAYS PRIOR TO THE EXPIRATION OF THE WARRANTY PERIOD.

F. REMOVE DEAD, UNHEALTHY AND UNSIGHTLY PLANTS DURING WARRANTY PERIOD

G. REMOVE GUYING AND STAKING MATERIALS AFTER ONE YEAR

H. ALL LANDSCAPE MUST BE MAINTAINED AND GRASS MOWED/EDGED ON A WEEKLY SCHEDULE UNTIL ACCEPTANCE BY OWNER. REMOVE CLIPPINGS AND DEBRIS FROM SITE PROMPTLY.

I. REMOVE TRASH, DEBRIS, AND LITTER. WATER, PRUNE, RESTAKE TREES, FERTILIZE, WEED AND APPLY HERBICIDES AND FUNGICIDES AS REQUIRED.

J. COORDINATE THE OPERATION OF IRRIGATION SYSTEM TO ENSURE THAT PLANTS ARE ADEQUATELY WATERED. HAND WATER AREAS NOT RECEIVING ADEQUATE WATER FROM AN IRRIGATION SYSTEM.

K. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE IRRIGATION SYSTEM IN ACCORDANCE TO THE MAINTENANCE SERVICE TO ENSURE THE SYSTEM IS IN PROPER WORKING ORDER WITH SCHEDULING ADJUSTMENTS BY SEASON TO MAXIMIZE WATER CONSERVATION.

L. REAPPLY MULCH TO BARE AND THIN AREAS.

M. SHOULD SEEDED AND/OR SODDED AREAS NOT BE COVERED BY AN AUTOMATIC IRRIGATION SYSTEM, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING THESE AREAS AND OBTAINING A FULL, HEALTHY STAND OF GRASS AT NO ADDITIONAL COST TO THE OWNER.

N. TO ACHIEVE FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD, ALL OF THE FOLLOWING CONDITIONS MUST OCCUR:

a. THE LANDSCAPE SHALL SHOW ACTIVE, HEALTHY GROWTH (WITH EXCEPTIONS MADE FOR SEASONAL DORMANCY). ALL PLANTS NOT MEETING THIS CONDITION SHALL BE REJECTED AND REPLACED BY HEALTHY PLANT MATERIAL PRIOR TO FINAL ACCEPTANCE.

b. ALL HARDSCAPE SHALL BE CLEANED PRIOR TO FINAL ACCEPTANCE.

c. SODDED AREAS MUST BE ACTIVELY GROWING AND MUST REACH A MINIMUM HEIGHT OF 1 1/2 INCHES BEFORE FIRST MOWING. HYDROMULCHED AREAS SHALL SHOW ACTIVE, HEALTHY GROWTH. BARE AREAS LARGER THAN TWELVE SQUARE INCHES MUST BE RESODDED OR RESEEDED (AS APPROPRIATE) PRIOR TO FINAL ACCEPTANCE. ALL SODDED TURF SHALL BE NEATLY MOWED.

GUARANTEE:

A. TREES, SHRUBS, GROUNDCVOER SHALL BE GUARANTEED (IN WRITING) FOR A 12 MONTH PERIOD (90 DAYS FOR ANNUAL PLANTING OR AT THE END OF THE SEASONAL COLOR GROWING SEASON, WHICHEVER COMES SOONER) AFTER FINAL ACCEPTANCE. THE CONTRACTOR SHALL REPLACE ALL DEAD MATERIALS AS SOON AS WEATHER PERMITS AND UPON NOTIFICATION OF THE OWNER.

B. PLANTS INCLUDING TREES, WHICH HAVE PARTIALLY DIED SO THAT SHAPE, SIZE OR SYMMETRY HAVE BEEN DAMAGED SHALL BE CONSIDERED SUBJECT TO REPLACEMENT. IN SUCH CASES, THE OPINION OF THE OWNER SHALL BE FINAL.

C. PLANTS USED FOR REPLACEMENT SHALL BE OF THE SAME SIZE AND KIND AS THOSE ORIGINALLY PLANTED OR SPECIFIED. ALL WORK INCLUDING MATERIALS, LABOR AND EQUIPMENT USED IN REPLACEMENTS SHALL CARRY A 12 MONTH GUARANTEE. ANY DAMAGE INCLUDING RUTS IN LAWN OR BED AREAS INCURRED AS A RESULT OF MAKING REPLACEMENTS SHALL BE IMMEDIATELY REPAIRED.

D. WHEN PLANT REPLACEMENTS ARE MADE, PLANTS, SOIL MIX, FERTILIZER AND MULCH ARE TO BE UTILIZED AS ORIGINALLY SPECIFIED AND RE-INSPECTED FOR FULL COMPLIANCE WITH THE CONTRACT REQUIREMENTS. ALL REPLACEMENTS ARE INCLUDED UNDER "WORK" OF THIS SECTION.

E. THE OWNER AGREES THAT FOR THE ONE YEAR WARRANTY PERIOD TO BE EFFECTIVE, HE WILL WATER PLANTS AT LEAST TWICE A WEEK DURING DRY PERIODS.

F. THE ABOVE GUARANTEE SHALL NOT APPLY WHERE PLANTS DIE AFTER ACCEPTANCE BECAUSE OF DAMAGE DUE TO ACTS OF GOD, VANDALISM, INSECTS, DISEASE, INJURY BY HUMANS, MACHINES, THEFT OR NEGLIGENCE BY OWNER.

G. ACCEPTANCE FOR ALL LANDSCAPE WORK SHALL BE GIVEN AFTER FINAL INSPECTION BY THE OWNER PROVIDED THE JOB IS IN A COMPLETE, UNDAMAGED CONDITION AND THERE IS A STAND OF GRASS IN ALL LAWN AREAS. AT THAT TIME, THE OWNER WILL ASSUME MAINTENANCE ON THE ACCEPTED WORK.

1.9 QUALITY ASSURANCE

A. COMPLY WITH ALL FEDERAL, STATE, COUNTY AND LOCAL REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK.

B. EMPLOY PERSONNEL EXPERIENCED AND FAMILIAR WITH THE REQUIRED WORK AND SUPERVISION BY A FOREMAN.

C. MAKE CONTACT WITH SUPPLIERS IMMEDIATELY UPON OBTAINING NOTICE OF CONTRACT ACCEPTANCE TO SELECT AND BOOK MATERIALS.

D. DEVELOP A PROGRAM OF MAINTENANCE (PRUNING AND FERTILIZATION) WHICH WILL ENSURE THE PURCHASED MATERIALS WILL MEET AND/OR EXCEED PROJECT SPECIFICATIONS.

E. DO NOT MAKE PLANT MATERIAL SUBSTITUTIONS. IF THE LANDSCAPE MATERIAL SPECIFIED IS NOT READILY AVAILABLE, SUBMIT PROOF TO LANDSCAPE ARCHITECT ALONG WITH THE PROPOSED MATERIAL TO BE USED IN LIEU OF THE SPECIFIED PLANT.

F. AT THE TIME BIDS ARE SUBMITTED, THE CONTRACTOR IS ASSUMED TO HAVE LOCATED THE MATERIALS NECESSARY TO COMPLETE THE JOB AS SPECIFIED.

G. OWNER'S REPRESENTATIVE SHALL INSPECT ALL PLANT MATERIAL AND RETAINS THE RIGHT TO INSPECT MATERIALS UPON ARRIVAL TO THE SITE AND DURING INSTALLATION. THE OWNER'S REPRESENTATIVE MAY ALSO REJECT ANY MATERIALS HE/SHE FEELS TO BE UNSATISFACTORY OR DEFECTIVE DURING THE WORK PROCESS. ALL PLANTS DAMAGED IN TRANSIT OR AT THE JOB SITE SHALL BE REJECTED.

1.10 PRODUCT DELIVERY, STORAGE AND HANDLING

A. PREPARATION

1. BALLED AND BURLAPPED B&B PLANTS): DIG AND PREPARE SHIPMENT IN A MANNER THAT WILL NOT DAMAGE ROOTS, BRANCHES, SHAPE AND FUTURE DEVELOPMENT.

2. CONTAINER GROWN PLANTS: DELIVER PLANTS IN RIGID CONTAINER TO HOLD BALL SHAPE AND PROTECT ROOT MASS.

B. DELIVERY

1. DELIVER PACKAGED MATERIALS IN SEALED CONTAINERS SHOWING WEIGHT, ANALYSIS AND NAME OF MANUFACTURER. PROTECT MATERIALS FROM DETERIORATION DURING DELIVERY AND WHILE STORED ON SITE.

2. DELIVER ONLY PLANT MATERIALS THAT CAN BE PLANTED IN ONE DAY UNLESS ADEQUATE STORAGE AND WATERING FACILITIES ARE AVAILABLE ON SITE

3. PROTECT ROOT BALLS BY HEELING IN WITH SAWDUST OR OTHER APPROVED MOISTURE RETAINING MATERIAL IF NOT PLANTED WITHIN 24 HOURS OF DELIVERY.

4. PROTECT PLANTS DURING DELIVERY TO PREVENT DAMAGE TO ROOT BALL OR DESICCATION OF LEAVES.

5. KEEP PLANTS MOIST AT ALL TIMES. COVER ALL MATERIALS DURING TRANSPORT.

6. NOTIFY OWNERS REPRESENTATIVE OF DELIVERY 72 HOURS PRIOR TO DELIVERY OF PLANT MATERIAL AT JOB SITE.

7. REMOVE REJECTED PLANT MATERIAL IMMEDIATELY FROM JOB SITE.

8. TO AVOID DAMAGE OR STRESS, DO NOT LIFT, MOVE, ADJUST TO PLUMB, OR OTHERWISE MANIPULATE PLANTS BY TRUNK OR STEMS.

PART 2 - PRODUCTS

2.1 PLANT MATERIALS

A. GENERAL: WELL FORMED NO. 1 GRADE OR BETTER NURSERY GROWN STOCK. LISTED PLANT HEIGHTS ARE FROM TOPS OF FOOT BALLS TO NOMINAL TOPS OF PLANTS. PLANT SPREAD REFERS TO NOMINAL OUTER WIDTH OF THE PLANT NOT THE OUTER LEAF TIPS. PLANTS SHALL BE INDIVIDUALLY APPROVED BY THE OWNERS REPRESENTATIVE AND THEIR DECISION AS TO THEIR ACCEPTABILITY SHALL BE FINAL.

B. QUANTITIES: THE DRAWINGS AND SPECIFICATIONS ARE COMPLIMENTARY. ANYTHING CALLED FOR ON ONE AND NOT THE OTHER IS AS BINDING AS IF SHOWN AND CALLED FOR ON BOTH. THE PLANT SCHEDULE IS AN AID TO BIDDERS ONLY. CONFIRM ALL QUANTITIES ON PLAN.

C. QUANTITIES AND SIZE: PLANT MATERIALS SHALL CONFORM TO THE SIZE GIVEN ON THE PLAN AND SHALL BE HEALTHY, WELL SHAPED, FULL BRANCHED AND WELL ROOTED. SYMMETRY IS ALSO IMPERATIVE. PLANTS SHALL BE FREE FROM INSECTS, INJURY, DISEASE, BROKEN BRANCHES, DISFIGUREMENTS, INSECT EGGS AND ARE TO BE OF SPECIMEN QUALITY.

D. APPROVAL: ALL PLANTS WHICH ARE FOUND UNSUITABLE IN GROWTH OR ARE UNHEALTHY, BADLY SHAPED OR UNDERSIZED WILL BE REJECTED BY THE OWNERS REPRESENTATIVE EITHER BEFORE OR AFTER PLANTING AND SHALL BE REMOVED AT THE EXPENSE OF THE LANDSCAPE CONTRACTOR AND REPLACED WITH ACCEPTABLE SPECIMENS.

E. TREES SHALL BE HEALTHY, FULL BRANCHED, WELL SHAPED AND SHALL MEET THE MINIMUM REQUIREMENTS AS SPECIFIED ON THE PLANT SCHEDULE. ALL TREES SHALL BE OBTAINED FROM SOURCES WITHIN 200 MILES OF THE PROJECT SITE IF POSSIBLE, AND WITH SIMILAR CLIMACTIC CONDITIONS.

F. PRUNING: ALL PRUNING OF TREES AND SHRUBS SHALL BE EXECUTED BY THE LANDSCAPE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER, PRIOR TO FINAL ACCEPTANCE.

G. PLANTS SHALL CONFORM TO THE MEASUREMENTS SPECIFIED, EXCEPT THE PLANTS LARGER THAN THOSE SPECIFIED MAY BE USED. USE OF LARGER PLANTS SHALL NOT INCREASE THE CONTRACT PRICE.

H. WHERE MATERIALS ARE PLANTED IN MASSES, PROVIDE PLANTS OF UNIFORM SIZE.

I. ROOT SYSTEMS SHALL BE HEALTHY, DENSELY BRANCHED, FIBROUS ROOT SYSTEMS, NON-POT-BOUND, FREE FROM ENCIRCLING AND/OR GIRDLING ROOTS, AND FREE FROM ANY OTHER ROOT DEFECTS (SUCH AS J-SHAPED ROOTS).

J. ALL TREES SHALL BE STANDARD IN FORM, UNLESS OTHERWISE SPECIFIED. TREES WITH CENTRAL LEADERS WILL NOT BE ACCEPTED IF LEADER IS DAMAGED OR REMOVED. PRUNE ALL DAMAGED TWIGS AFTER PLANTING

K. TREE TRUNKS TO BE STURDY, EXHIBIT HARDENED SYSTEMS AND VIGOROUS AND FIBROUS ROOT SYSTEMS, NOT ROOT OR POT BOUND.

L. TREES WITH DAMAGED OR CROOKED LEADERS, BARK ABRASIONS, SUNSCALD, DISFIGURING KNOTS, OR\INSECT DAMAGE WILL BE REJECTED.

M. CALIPER MEASUREMENTS FOR STANDARD (SINGLE TRUNK) TREES SHALL BE AS FOLLOWS: SIX INCHES ABOVE THE ROOT FLARE FOR TREES UP TO AND INCLUDING FOUR INCHES IN CALIPER, AND TWELVE INCHES ABOVE THE ROOT FLARE FOR TREES EXCEEDING FOUR INCHES IN CALIPER

N. MULTI-TRUNK TREES SHALL BE MEASURED BY THEIR OVERALL HEIGHT, MEASURED FROM THE TOP OF THE ROOT BALL.

O. ANY TREE OR SHRUB SHOWN TO HAVE EXCESS SOIL PLACED ON TOP OF THE ROOT BALL, SO THAT THE ROOT FLARE HAS BEEN COMPLETELY COVERED, SHALL BE REJECTED.

P. SOD: PROVIDE WELL-ROOTED SOD OF THE VARIETY NOTED ON THE PLANS. SOD SHALL BE CUT FROM HEALTHY, MATURE TURF WITH SOIL THICKNESS OF 3/4" TO 1". EACH PALLET OF SOD SHALL BE ACCOMPANIED BY A CERTIFICATE FROM SUPPLIER STATING THE COMPOSITION OF THE SOD.

2.2 SOIL PREPARATION MATERIALS

A. SANDY LOAM:

1. FRIABLE, FERTILE, DARK, LOAMY SOIL, FREE OF CLAY LUMPS, SUBSOIL, STONES AND OTHER EXTRANEOUS MATERIAL AND REASONABLY FREE OF WEEDS AND FOREIGN GRASSES. LOAM CONTAINING DALLAS GRASS OR NUTGRASS SHALL BE REJECTED.

2. PHYSICAL PROPERTIES AS FOLLOWS:

a. CLAY – BETWEEN 7-27%
b. SILT – BETWEEN 15-25%
c. SAND – LESS THAN 52%

3. ORGANIC MATTER SHALL BE 3%-10% OF TOTAL DRY WEIGHT.

4. IF REQUESTED, LANDSCAPE CONTRACTOR SHALL PROVIDE A CERTIFIED SOIL ANALYSIS CONDUCTED BY AN APPROVED SOIL TESTING LABORATORY VERIFYING THAT SANDY LOAM MEETS THE ABOVE REQUIREMENTS.

B. ORGANIC MATERIAL: COMPOST WITH A MIXTURE OF 80% VEGETATIVE MATTER AND 20% ANIMAL WASTE. INGREDIENTS SHOULD BE A MIX OF COURSE AND FINE TEXTURED MATERIAL.

C. PREMIXED BEDDING SOIL AS SUPPLIED BY VITAL EARTH RESOURCES, GLADEWATER, TEXAS; PROFESSIONAL BEDDING SOIL AS SUPPLIED BY LIVING EARTH TECHNOLOGY, DALLAS, TEXAS OR ACID GRO MUNICIPAL MIX AS SUPPLIED BY SOIL BUILDING SYSTEMS, DALLAS, TEXAS OR APPROVED EQUAL.

D. SHARP SAND: SHARP SAND MUST BE FREE OF SEEDS, SOIL PARTICLES AND WEEDS.

E. MULCH: DOUBLE SHREDDED HARDWOOD MULCH, PARTIALLY DECOMPOSED, DARK BROWN.

F. ORGANIC FERTILIZER: FERTILAID, SUSTANE, OR GREEN SENSE OR EQUAL AS RECOMMENDED FOR REQUIRED APPLICATIONS. FERTILIZER SHALL BE DELIVERED TO THE SITE IN ORIGINAL UNOPENED CONTAINERS, EACH BEARING THE MANUFACTURER'S GUARANTEED STATEMENT OF ANALYSIS.

G. COMMERCIAL FERTILIZER: 10-20-10 OR SIMILAR ANALYSIS. NITROGEN SOURCE TO BE A MINIMUM 50% SLOW RELEASE ORGANIC NITROGEN (SCU OR UF) WITH A MINIMUM 8% SULFUR AND 4% IRON, PLUS MICRONUTRIENTS.

H. PEAT: COMMERCIAL SPHAGNUM PEAT MOSS OR PARTIALLY DECOMPOSED SHREDDED PINE BARK OR OTHER APPROVED ORGANIC MATERIAL.

2.3 MISCELLANEOUS MATERIALS

A. STEEL EDGING - SHALL BE 3/16” X 4” X 16” DARK GREEN LANDSCAPE EDGING. DURAEDGE STEEL OR APPROVED EQUAL.

B. TREE STAKING - TREE STAKING SOLUTIONS OR APPROVED SUBSTITUTE; REFER TO DETAILS.

C. FILTER FABRIC - MIRAFI 1405 BY MIRAFI INC. OR APPROVED SUBSTITUTE. AVAILABLE AT LONE STAR PRODUCTS, INC. (469-523-0444)

D. SAND - UNIFORMLY GRADED, WASHED, CLEAN, BANK RUN SAND.

E. GRAVEL: WASHED NATIVE PEA GRAVEL, GRADED 1" TO 1.5"

F. DECOMPOSED GRANITE - BASE MATERIAL OF NATURAL MATERIAL MIX OF GRANITE AGGREGATE NOT TO EXCEED 1/8” IN DIAMETER COMPOSED OF VARIOUS STAGES OF DECOMPOSED EARTH BASE.

G. RIVER ROCK - LOCALLY AVAILABLE NATIVE RIVER ROCK BETWEEN 2”-4” IN DIAMETER.

H. PRE-EMERGENT HERBICIDES: ANY GRANULAR, NON-STAINING PRE-EMERGENT HERBICIDE THAT IS LABELED FOR THE SPECIFIC ORNAMENTALS OR TURF ON WHICH IT WILL BE UTILIZED. PRE-EMERGENT HERBICIDES SHALL BE APPLIED PER THE MANUFACTURER'S LABELED RATES.

PART 3 - EXECUTION

3.1 PREPARATION

A. LANDSCAPE CONTRACTOR TO INSPECT ALL EXISTING CONDITIONS AND REPORT ANY DEFICIENCIES TO THE OWNER.

B. ALL PLANTING AREAS SHALL BE CONDITIONED AS FOLLOWS:

1. PREPARE NEW PLANTING BEDS BY SCRAPING AWAY EXISTING GRASS AND WEEDS AS NECESSARY. TILL EXISTING SOIL TO A DEPTH OF SIX (6") INCHES PRIOR TO PLACING COMPOST AND FERTILIZER. APPLY FERTILIZER AS PER MANUFACTURER'S RECOMMENDATIONS. ADD SIX (6") INCHES OF COMPOST AND TILL INTO A DEPTH OF SIX (6") INCHES OF THE TOPSOIL. APPLY ORGANIC FERTILIZER SUCH AS SUSTANE OR GREEN SENSE AT THE RATE OF TWENTY (20) POUNDS PER ONE THOUSAND (1,000) SQUARE FEET.

2. ALL PLANTING AREAS SHALL RECEIVE A TWO (2") INCH LAYER OF SPECIFIED MULCH (SETTLED THICKNESS).

3. BACKFILL FOR TREE PITS SHALL BE AS FOLLOWS: USE EXISTING TOP SOIL ON SITE (USE IMPORTED TOPSOIL AS NEEDED) FREE FROM LARGE CLUMPS, ROCKS, DEBRIS, CALICHE, SUBSOILS, ETC., PLACED IN NINE (9") INCH LAYERS AND WATERED IN THOROUGHLY.

C. GRASS AREAS:

1. BLOCKS OF SOD SHOULD BE LAID JOINT TO JOINT (STAGGERED JOINTS) AFTER FERTILIZING THE GROUND FIRST. ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE. THE JOINTS BETWEEN THE BLOCKS OF SOD SHOULD BE FILLED WITH TOPSOIL WHERE THEY ARE GAPED OPEN, THEN WATERED THOROUGHLY.

3.2 INSTALLATION

A. MAINTENANCE OF PLANT MATERIALS SHALL BEGIN IMMEDIATELY AFTER EACH PLANT IS DELIVERED TO THE SITE AND SHALL CONTINUE UNTIL ALL CONSTRUCTION HAS BEEN SATISFACTORILY ACCOMPLISHED.

B. PLANT MATERIALS SHALL BE DELIVERED TO THE SITE ONLY AFTER THE BEDS ARE PREPARED AND AREAS ARE READY FOR PLANTING. ALL SHIPMENTS OF NURSERY MATERIALS SHALL BE THOROUGHLY PROTECTED FROM THE WINDS DURING TRANSIT. ALL PLANTS WHICH CANNOT BE PLANTED AT ONCE, AFTER DELIVERY TO THE SITE, SHALL BE WELL PROTECTED AGAINST THE POSSIBILITY OF DRYING BY WIND AND BALLS OF EARTH OF B & B PLANTS SHALL BE KEPT COVERED WITH SOIL OR OTHER ACCEPTABLE MATERIAL. ALL PLANTS REMAIN THE PROPERTY OF THE CONTRACTOR UNTIL FINAL ACCEPTANCE.

C. POSITION THE TREES AND SHRUBS IN THEIR INTENDED LOCATION AS PER PLAN.

D. NOTIFY THE OWNER'S AUTHORIZED REPRESENTATIVE FOR INSPECTION AND APPROVAL OF ALL POSITIONING OF PLANT MATERIALS.

E. EXCAVATE PITS WITH VERTICAL SIDES AND HORIZONTAL BOTTOM. TREE PITS SHALL BE LARGE ENOUGH TO PERMIT HANDLING AND PLANTING WITHOUT INJURY TO BALLS OF EARTH OR ROOTS AND SHALL BE OF SUCH DEPTH THAT,WHEN PLANTED AND SETTLED, THE CROWN OF THE PLANT SHALL BEAR THE SAME RELATIONSHIP TO THE FINISH GRADE AS IT DID TO SOIL SURFACE IN ORIGINAL PLACE OF GROWTH. THE SIDES OF THE HOLE SHOULD BE ROUGH AND JAGGED, NEVER SLICK OR GLAZED.

F. SHRUB AND TREE PITS SHALL BE NO LESS THAN TWENTY-FOUR (24") INCHES WIDER THAN THE LATERAL DIMENSION OF THE EARTH BALL AND SIX (6") INCHES DEEPER THAN IT'S VERTICAL DIMENSION. REMOVE AND HAUL FROM SITE ALL ROCKS AND STONES OVER THREE-QUARTER (¾") INCH IN DIAMETER. PLANTS SHOULD BE THOROUGHLY MOIST BEFORE REMOVING CONTAINERS.

G. PERCOLATION TEST: FILL THE HOLE WITH WATER. IF THE WATER LEVEL DOES NOT PERCOLATE WITHIN 24 HOURS, THE TREE NEEDS TO MOVE TO ANOTHER LOCATION OR HAVE DRAINAGE ADDED. INSTALL A PVC STAND PIPE PER TREE IF THE PERCOLATION TEST FAILS.

H. BACKFILL ONLY WITH 5 PARTS EXISTING SOIL OR SANDY LOAM AND 1 PART BED PREPARATION. WHEN THE HOLE IS DUG IN SOLID ROCK, TOPSOIL FROM THE SAME AREA SHOULD NOT BE USED. CAREFULLY SETTLE BY WATERING TO PREVENT AIR POCKETS. REMOVE THE BURLAP FROM THE TOP ⅓ OF THE BALL, AS WELL AS ALL NYLON, PLASTIC STRING AND WIRE. CONTAINER TREES WILL USUALLY BE ROOT BOUND, IF SO FOLLOW STANDARD NURSERY PRACTICE OF ‘ROOT SCORING’.

I. DO NOT WRAP TREES.

J. DO NOT OVER PRUNE.

K. REMOVE NURSERY TAGS AND STAKES FROM ALL PLANTS

L. REMOVE BOTTOM OF PLANT BOXES PRIOR TO PLACING PLANTS. REMOVE SIDES AFTER PLACEMENT AND PARTIAL BACKFILLING.

M. REMOVE UPPER THIRD OF BURLAP FROM BALLED AND BURLAPPED TREES AFTER PLACEMENT.

N. PLACE PLANT UPRIGHT AND PLUMB IN CENTER OF HOLE. ORIENT PLANTS FOR BEST APPEARANCE.

O. MULCH THE TOP OF THE BALL. DO NOT PLANT GRASS ALL THE WAY TO THE TRUNK OF THE TREE. LEAVE THE AREA ABOVE THE TOP OF THE BALL AND MULCH WITH AT LEAST TWO (2") INCHES OF SPECIFIED MULCH.

P. ALL PLANT BEDS AND TREES TO BE MULCHED WITH A MINIMUM SETTLED THICKNESS OF TWO (2") INCHES OVER THE ENTIRE BED OR PIT.

Q. OBSTRUCTION BELOW GROUND: IN THE EVENT THAT ROCK, OR UNDERGROUND CONSTRUCTION WORK OR OBSTRUCTIONS ARE ENCOUNTERED IN ANY PLANT PIT EXCAVATION WORK TO BE DONE UNDER THIS SECTION, ALTERNATE LOCATIONS MAY BE SELECTED BY THE OWNER. WHERE LOCATIONS CANNOT BE CHANGED, THE OBSTRUCTIONS SHALL BE REMOVED TO A DEPTH OF NOT LESS THAN THREE (3') FEET BELOW GRADE AND NO LESS THAN SIX (6") INCHES BELOW THE BOTTOM OF BALL WHEN PLANT IS PROPERLY SET AT THE REQUIRED GRADE. THE WORK OF THIS SECTION SHALL INCLUDE THE REMOVAL FROM THE SITE OF SUCH ROCK OR UNDERGROUND OBSTRUCTIONS ENCOUNTERED AT THE COST OF THE LANDSCAPE CONTRACTOR.

R. TREES AND LARGE SHRUBS SHALL BE STAKED AS SITE CONDITIONS REQUIRE. POSITION STAKES TO SECURE TREES AGAINST SEASONAL PREVAILING WINDS.

S. PRUNING AND MULCHING: PRUNING SHALL BE DIRECTED BY THE LANDSCAPE ARCHITECT AND SHALL BE PRUNED IN ACCORDANCE WITH STANDARD HORTICULTURAL PRACTICE FOLLOWING FINE PRUNING, CLASS I PRUNING STANDARDS PROVIDED BY THE NATIONAL ARBORIST ASSOCIATION.

1. DEAD WOOD, SUCKERS, BROKEN AND BADLY BRUISED BRANCHES SHALL BE REMOVED. GENERAL TIPPING OF THE BRANCHES IS NOT PERMITTED. DO NOT CUT TERMINAL BRANCHES.
2. PRUNING SHALL BE DONE WITH CLEAN, SHARP TOOLS.
3. IMMEDIATELY AFTER PLANTING OPERATIONS ARE COMPLETED, ALL TREE PITS SHALL BE COVERED WITH A LAYER OF ORGANIC MATERIAL TWO (2") INCHES IN DEPTH. THIS LIMIT OF THE ORGANIC MATERIAL FOR TREES SHALL BE THE DIAMETER OF THE PLANT PIT.

Q. STEEL EDGE INSTALLATION: EDGE SHALL BE ALIGNED AS INDICATED ON PLANS. STAKE OUT LIMITS OF STEEL CURBING AND OBTAIN OWNERS APPROVAL PRIOR TO INSTALLATION.

1. ALL STEEL CURBING SHALL BE FREE OF KINKS AND ABRUPT BENDS.
2. TOP OF EDGING SHALL BE ½" MAXIMUM HEIGHT ABOVE FINAL FINISHED GRADE.
3. STAKES ARE TO BE INSTALLED ON THE PLANTING BED SIDE OF THE CURBING, AS OPPOSED TO THE GRASS SIDE.
4. DO NOT INSTALL STEEL EDGING ALONG SIDEWALKS OR CURBS.
5. CUT STEEL EDGING AT 45 DEGREE ANGLE WHERE EDGING MEETS SIDEWALKS OR CURBS.

3.3 CLEANUP AND ACCEPTANCE

A. CLEANUP: DURING THE WORK, THE PREMISES SHALL BE KEPT NEAT AND ORDERLY AT ALL TIMES. STORAGE AREAS FOR ALL MATERIALS SHALL BE SO ORGANIZED SO THAT THEY, TOO, ARE NEAT AND ORDERLY. ALL TRASH AND DEBRIS SHALL BE REMOVED FROM THE SITE AS WORK PROGRESSES. KEEP PAVED AREAS CLEAN BY SWEEPING OR HOSING THEM AT END OF EACH WORK DAY.

B. REPAIR RUTS, HOLES AND SCARES IN GROUND SURFACES.

C. ENSURE THAT WORK IS COMPLETE AND PLANT MATERIALS ARE IN VIGOROUS AND HEALTHY GROWING CONDITION.

D. UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE SITE CLEAN, FREE OF DEBRIS AND TRASH, AND SUITABLE FOR USE AS INTENDED. THE LANDSCAPE CONTRACTOR SHALL THEN REQUEST AN INSPECTION BY THE OWNER TO DETERMINE FINAL ACCEPTABILITY.

E. WHEN/IF THE INSPECTED PLANTING WORK DOES NOT COMPLY WITH THE CONTRACT DOCUMENTS, THE LANDSCAPE CONTRACTOR SHALL REPLACE AND/OR REPAIR THE REJECTED WORK TO THE OWNER'S SATISFACTION WITHIN 24 HOURS.

F. THE LANDSCAPE MAINTENANCE PERIOD WILL NOT COMMENCE UNTIL THE LANDSCAPE WORK HAS BEEN RE-INSPECTED BY THE OWNER AND FOUND TO BE ACCEPTABLE. AT THAT TIME, A WRITTEN NOTICE OF FINAL ACCEPTANCE WILL BE ISSUED BY THE OWNER, AND THE MAINTENANCE AND GUARANTEE PERIODS WILL COMMENCE.

END OF SECTION

TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY WHETHER INDICATED ON THESE PLANS OR NOT.

AWR Designs, LLC
P.O. Box 1746
Aledo, Texas 76008
amanda@awr-designs.com
c. 512.517.5589

OWNER
BARCLAY TEXAS HOLDINGS
2390 CAMELBACK RD.
SUITE 200
PHOENIX, AZ 85016

DEVELOPER
3040 PAVILION
4433 PUNJAB WAY
SUITE 301
FRISCO, TEXAS 75033
CONTACT: SRI CHALUVADI
214-865-8097 TELE

ENGINEER/APPLICANT
VASQUEZ ENGINEERING, LLC
JUAN J. VASQUEZ, P.E.
1919 S. SHILOH ROAD
SUITE 440, LB 44
GARLAND, TEXAS 75042
972-278-2948 TELE
972-271-1383 FAX

CONCEPTUAL LANDSCAPE SPECIFICATIONS
3040 PAVILION
LOT 8, BLOCK 1
MORRISS COMMONS ADDITION
0.941 ACRES
CITY OF FLOWER MOUND,
DENTON COUNTY, TEXAS
JUNE 10, 2020

NO.	DATE	APP.

VASQUEZ ENGINEERING L.L.C.
1919 S. SHILOH RD
Suite 440, LB44
Garland, Texas 75042
Ph: 972-278-2948
TX Registration # F-12266

REGISTERED LANDSCAPE ARCHITECT
AMANDA W. RICHARDSON
2754
STATE OF TEXAS
06/10/2020

DEVELOPER:
3040 PAVILION
4433 PUNJAB WAY
SUITE 301
FRISCO, TEXAS 75033

LANDSCAPE SPECIFICATIONS

3040 PAVILION
LOT 8, BLOCK 1
MORRISS COMMONS ADDITION
FLOWER MOUND, TX

Scale: 1" – 30'
Designed by: JJV
Drawn by: JJV
Checked by: JJV
603-13 COSP1-SITE PLAN.dwg
06/10/2020

SHEET
L1.4

15

TOWN COUNCIL AGENDA ITEM NO. 15

REGULAR ITEM

DATE: August 17, 2020

FROM: Claire Barnes, Planner

ITEM: **Public Hearing to consider an ordinance for rezoning (ZPD20-0004 – Iron Den) to amend Planned Development No. 170 (PD-170) with Campus Industrial uses and personal training studio to modify development standards related to building permit submittal deadlines to make certain required site improvements. The property is generally located south of Spinks Road and west of Gerault Road. (*The Planning and Zoning Commission recommended approval with the extension deadline of October 1, 2021, by a vote of 5 to 0 at its August 10, 2020, meeting*.)**

SUMMARY DATA:

- Lot Size – approx. 5.158 acres
- Current Zoning – PD-170 for Campus Industrial uses and Personal Training Studio
- SMARTGrowth – Passed per ZPD18-0010
- Incentives – N/A
- Exceptions – N/A

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

The following permit application deadlines have been proposed:

	Deadline Request Per Letter of Intent	Amended Deadline Request Per Applicant	Deadline Recommendation Per P&Z
Screening of Roof-top Equipment	December 1, 2020	March 1, 2021	October 1, 2021
Street Buffer and Planting Details	March 1, 2021	June 1, 2021	October 1, 2021

After deliberation, the Planning and Zoning Commission recommended that the deadlines for **both** items be extended to **October 1, 2021**, based on the ideal time of year for planting and to simplify tracking.

ATTACHMENTS:

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

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

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

PLANNING AND ZONING COMMISSION

AGENDA ITEM NO: 4

REGULAR ITEM

DATE: August 10, 2020

FROM: Claire Barnes, Planner

ITEM: Public Hearing to consider an ordinance for rezoning (ZPD20-0004 – Iron Den) to amend Planned Development No. 170 (PD-170) with Campus Industrial uses and personal training studio to modify development standards related to building permit submittal deadlines to make certain required site improvements. The property is generally located south of Spinks Road and west of Gerault Road.

I. ITEM SUMMARY

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

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of the application is to request an extension to building permit deadlines outlined in Planned Development No. 170 (PD-170), Ordinance No. 02-19, pertaining to installation of roof-top equipment screening, required street buffer, and planting details.

The subject site is approximately 5.158 acres. The property is zoned PD-170 for Campus Industrial (CI) uses and a personal training studio in compliance with the Campus Industrial land use designation within the Lakeside Business District Area Plan.

On February 4, 2019, Town Council approved a rezoning request (ZPD18-0010 - Iron Den) from Industrial District-1 (I-1) and Agricultural District (A) to Planned Development District-170 (PD-170) with Campus Industrial District (CI) uses, and a Personal training studio. The Certificate of Occupancy for Iron Den was issued May 24, 2019.

PD-170, Ordinance No. 02-19, contains the following provision:

c. Following administrative approval of a site plan, within one year after the issuance of a certificate of occupancy, an application for building permit(s) shall be submitted to the Town for the following:

i. Tract 1. Screening of roof-top equipment for Building 1.
ii. Tract 1 and Tract 2. Required street buffer and planting detail(s) pursuant to an approved landscape plan.

Per the applicant's letter of intent, they are requesting that the permit deadlines be extended as follows:

i. Tract 1. Screening of roof-top equipment for Building 1 to begin permit process no later than December 1, 2020.
ii. Tract 1 and Tract 2. Required street buffer and planting detail(s) pursuant to an approved landscape plan begin permitting no later than March 1, 2021.

III. CORRESPONDENCE

The Town Code requires both public notice in a newspaper of general circulation (Denton Record Chronicle) and notification of the property owners within 200 feet of the subject property for all zoning application requests. ZPD20-0004 had a total of 20 Property Owner Notifications mailed. At the time this report was written, staff had not received any correspondence regarding this item.

IV. ATTACHMENTS

A. Background Information

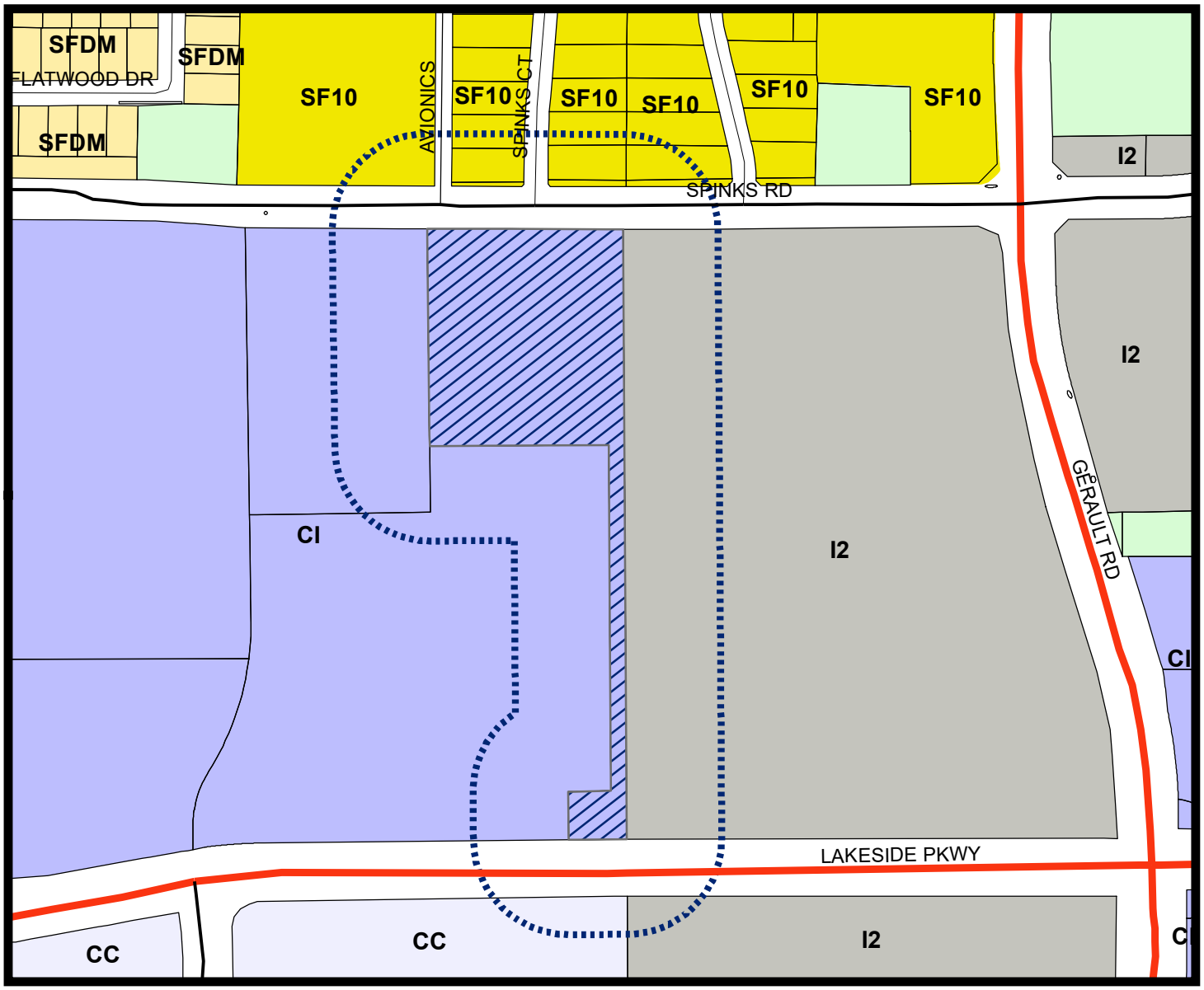
1. Vicinity Map
2. Letter of Intent
3. Exhibit B, Article F, Subsection 1.c of Ordinance No. 02-19

B. Application Details

1. Example of Proposed Ordinance Language

Vicinity Map

Reference Project: ZPD20-0004



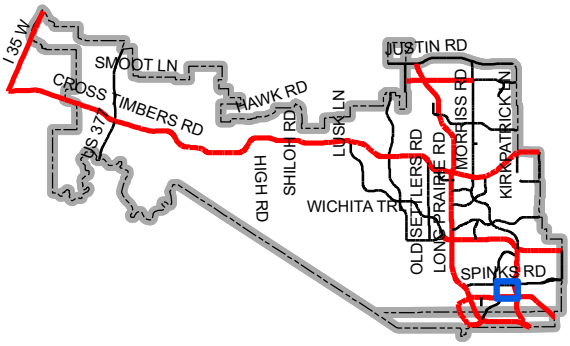
LEGEND

- Agriculture
- Campus Commercial
- Campus Industrial
- Industrial 2
- Single Family 10
- Single Family Density Medium

Subject Property

200 ft Notification Buffer around Property

0 250 500 1,000 Feet



Map Location

July 9, 2020

Attention: Ms. Poornima Kashyap

Re: 1401 Spinks Road - Iron Den, LLC: Zoning Requirement from Last Year ZPD18-0010
Property Description: A0692A J. KNIGHT, TR 1,7,8, 5.158 Acres, Campus Industrial District (CI)
Letter of Intent

Ms. Kashyap,

Per our discussion, my wife Tammy and I are requesting an extension of the two items required by the Town of Flower Mound in regards to the zoning change that was appropriated last year. The two items were to add a screenwall on our roof to conceal the rooftop air conditioner, and to plant trees across the vacant lot parallel to Spinks Road.

The reason is due to the financial impact the shutdown has had on our two companies, Stone & Glazing Consulting, LLC (Consulting Firm) and Iron Den, LLC (Personal Training Studio). Like most small businesses in these hard times, we are basically operating and living off of savings until we can regain cash flow to catch up on finances.

Although there is now a Texas Phased plan in place for by re-opening, there is a huge uncertainty of how long it will take to kick start the economy and if the economy will continue to grow back to where it was or take another direction. Also an important factor for consideration is the two requested items are not life safety, but purely aesthetic as requested by the Town of Flower Mound.

Tammy and I have been residents of Flower Mound since 1997, (23) years, and purchased this property for our business on Spinks Road in 2013. As shown in the zoning meeting last year in a PowerPoint presentation, in 7 years since we purchased this property, including last year, we have made over $350K of improvements on the interior & exterior of the existing buildings. We understand the wants of the Town to continue the aesthetic improvements but these are limited on our access to funds which is now relying upon an uncertain economy.

Our request to the Town of Flower Mound, and the Planning and Zoning Commission is to allow us to phase out the two items, the rooftop screen and planting trees. We have the vacant lot for sale and are requesting to push the requirement out, as not to spend funds on trees and then the property get purchased and developed.

Rooftop Screenwall

- Begin permit process December 1, 2020

Trees on vacant lot parallel to Spinks Road

- Begin permit process March 1, 2021

Please take this into consideration and let me know what questions you may have.

Thank you.

Respectfully,

Joseph P. Solinski

Tammy R. Solinski

ii. Phase 2. An additional 5,000 square feet of floor area shall be permitted and located within Building 2 as designated on Exhibit "C", subject to a site plan approved in accordance with the Town's Code of Ordinances.

b. Maximum land area for outside activities/training is 18,425 square feet and located as shown on Exhibit C.

F. MISCELLANEOUS STANDARDS.

1. Personal Training Studio.

a. Required off-street parking shall be one space for each 250 square feet of floor area.

b. Days and hours of operation for outside activities/training shall be limited to the following:

i. Monday through Friday- 6:00 a.m. to 8:00 p.m.

ii. Saturday- 6:00 a.m. to 5:00 p.m.

c. Following administrative approval of a site plan, within one year after the issuance of a certificate of occupancy, an application for building permit(s) shall be submitted to the Town for the following:

i. Tract 1. Screening of roof-top equipment for Building 1.

ii. Tract 1 and Tract 2. Required street buffer and planting detail(s) pursuant to an approved landscape plan.

2. Buildings 1 and 2.

a. Design Standards.

i. Exterior façade design shall be in compliance with the images provided on Exhibit D.

ii. Any expansion or redevelopment of a building shall require design standards that comply with the Master Plan and the Town's Code of Ordinances.

G. RECIPROCAL EASEMENT.

1. Development of Tract 2 and/or replatting some or all of Tract 1 and/or Tract 2 shall be subject to an overall reciprocal easement granting cross-access across the Planned Development.

2. A copy of said agreement shall be provided to the Town of Flower Mound with the Record Plat for the property.

ii. Phase 2. An additional 5,000 square feet of floor area shall be permitted and located within Building 2 as designated on Exhibit "C", subject to a site plan approved in accordance with the Town's Code of Ordinances.

b. Maximum land area for outside activities/training is 18,425 square feet and located as shown on Exhibit C.

F. MISCELLANEOUS STANDARDS.

1. Personal Training Studio.

a. Required off-street parking shall be one space for each 250 square feet of floor area.

b. Days and hours of operation for outside activities/training shall be limited to the following:

i. Monday through Friday- 6:00 a.m. to 8:00 p.m.

ii. Saturday- 6:00 a.m. to 5:00 p.m.

c. ~~Following administrative approval of a site plan, within one year after the issuance of a certificate of occupancy, an application for building permit(s) shall be submitted to the Town for the following:~~

~~i. Tract 1. Screening of roof-top equipment for Building 1.~~

~~ii. Tract 1 and Tract 2. Required street buffer and planting detail(s) pursuant to an approved landscape plan.~~

Following administrative approval of a site plan, applications for building permit(s) shall be submitted to the Town as follows:

i. Tract 1. Screening of roof-top equipment for Building 1 to begin permit process no later than December 1, 2020.

ii. Tract 1 and Tract 2. Required street buffer and planting detail(s) pursuant to an approved landscape plan begin permitting no later than March 1, 2021.

2. Buildings 1 and 2.

a. Design Standards.

i. Exterior façade design shall be in compliance with the images provided on Exhibit D.

ii. Any expansion or redevelopment of a building shall require design standards that comply with the Master Plan and the Town's Code of Ordinances.

G. RECIPROCAL EASEMENT.

1. Development of Tract 2 and/or replatting some or all of Tract 1 and/or Tract 2 shall be subject to an overall reciprocal easement granting cross-access across the Planned Development.

2. A copy of said agreement shall be provided to the Town of Flower Mound with the Record Plat for the property.

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO._____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 02-19, WHICH ESTABLISHED PLANNED DEVELOPMENT DISTRICT NO. 170 (PD-170) ON CERTAIN PROPERTY DESCRIBED AS APPROXIMATELY 5.158 ACRES OF LAND SITUATED IN THE JOSEPH KNIGHT SURVEY, ABSTRACT NUMBER 692; BY MODIFYING DEVELOPMENT STANDARDS RELATED TO BUILDING PERMIT SUBMITTAL DEADLINES TO MAKE CERTAIN REQUIRED SITE IMPROVEMENTS IN ACCORDANCE WITH SPECIFIC REQUIREMENTS STATED HEREIN; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as approximately 5.158 acres of land situated in the Joseph Knight Survey, Abstract Number 692, have filed an application for a Zoning Planned Development amendment to amend Ordinance No. 02-19 for Planned Development District No. 170 (PD-170); and

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on August 10, 2020, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on August 17, 2020, with respect to the proposed Zoning Planned Development amendment as described herein; and

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Local Government Code, Chapter 78 of the Land Development Regulations, and all other laws dealing with notice, publication and procedural requirements for the approval of a Zoning Planned Development amendment on the property.

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

SECTION 1

The Land Development Regulations of the Town of Flower Mound, Texas, as amended, are hereby amended on the hereinafter described property and area as shown below:

5.158 acres of land situated in the Joseph Knight Survey, Abstract Number 692, Denton County, Texas.

Exhibit "B," entitled "Development Standards," for Planned Development District No. 170 (PD-170), as amended, is hereby amended in part by the amendment of Paragraph F(c), to read as follows:

***

c. Following administrative approval of a site plan, an application for building permit(s) shall be submitted to the Town by October 1, 2021, for the following:

i. Tract 1. Screening of roof-top equipment for Building 1.

ii. Tract 1 and Tract 2. Required street buffer and planting detail(s) pursuant to an approved landscape plan.

SECTION 2

The use of the property described above shall be subject to all restrictions, terms and conditions contained herein, as well as the applicable regulations contained in Ordinance No. 02-19 for Planned Development District No. 170 (PD-170), the Land Development Regulations, and all other applicable and pertinent ordinances of the Town of Flower Mound.

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

All rights and remedies of the Town of Flower Mound are expressly saved as to any and all violations of the provisions of the Land Development Regulations or any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 7

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

SECTION 8

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 17TH DAY OF AUGUST, 2020.

APPROVED:

_____
Steve Dixon, **MAYOR**

ATTEST:

_____
Theresa Scott, **TOWN SECRETARY**

TOWN COUNCIL AGENDA ITEM NO. 16

REGULAR ITEM

DATE: August 17, 2020

FROM: Claire Barnes, Planner

ITEM: **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 by a vote of 5 to 0 at its August 10, 2020, meeting*.)**

SUMMARY DATA:

- Lot Size – approx. 1.75 acres
- Current Zoning – PD-153 for both residential and non-residential uses
- SMARTGrowth – Passed as part of SP19-0001
- Proposed use – Fast-food Restaurant with Drive-Through
- Size of Proposed Use – 1,280 sq ft.
- Incentives – Lakeside Crossing Development is subject to a Chapter 380 Agreement.

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: Alicia Kreh, 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: August 10, 2020

FROM: Claire Barnes, Planner

ITEM: 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.

I. ITEM SUMMARY

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

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of the application is to request approval of a Specific Use Permit (SUP 463) to permit an approximately 1,280-square-foot fast food restaurant with a drive-through to occupy the south end of the proposed 15,764 square-foot multi-tenant retail building to be developed on Lot 5, Block A of the Lakeside Crossing subdivision.

The subject site is approximately 1.75 acres. The property is zoned Planned Development District-153 (PD-153) for both residential and non-residential uses in compliance with the Campus Commercial land use designation within the Lakeside Business District Area Plan. A fast food restaurant with a drive-through requires approval of a Specific Use Permit (SUP) in the Campus Commercial zoning district.

On August 5, 2019, Town Council approved a site plan (SP19-0001 Lakeside Crossing Buildings 4 & 5, Phase 2) for two retail buildings. At the same meeting, SUP 457 (SUP19-0002 - Lakeside Crossing Building 5) was approved to permit a pharmacy in an approximately 3,000 square-foot space in Building 5. If SUP 463 for a fast food restaurant with a drive-through is approved, it will replace the previously approved pharmacy SUP.

The proposed drive-through lane indicates the required five car queuing space. As the previously approved pharmacy use only required four queuing spaces, the applicant is proposing removing four parking spots adjacent to the west side of building 5 in order to increase the queuing spaces from four to five. If the SUP is approved, an amended site

plan will be required to incorporate the proposed site plan, landscape plan, and elevation modifications.

The ordinance for the SUP will include the following conditions for the restaurant use:

1. The Specific Use Permit is limited to the 1,280 square-foot lease space located at the southern end of retail Building # 5.
2. A single drive-through lane as shown on the concept plan shall be permitted.
3. Enhanced paving consisting of stamped concrete denoting the drive-through lane must be provided.
4. The hours of operation for the drive-through facility are limited to 7am-9pm Monday-Friday; 8am-9pm Saturday; and 10am-8pm Sunday.

III. CORRESPONDENCE

The Town Code requires both public notice in a newspaper of general circulation (Denton Record Chronicle) and notification of the property owners within 200 feet of the subject property for all zoning application requests. SUP20-0005 had a total of 12 Property Owner Notifications mailed. At the time this report was written, staff had not received any correspondence regarding this item.

IV. ATTACHMENTS

A. Background Information

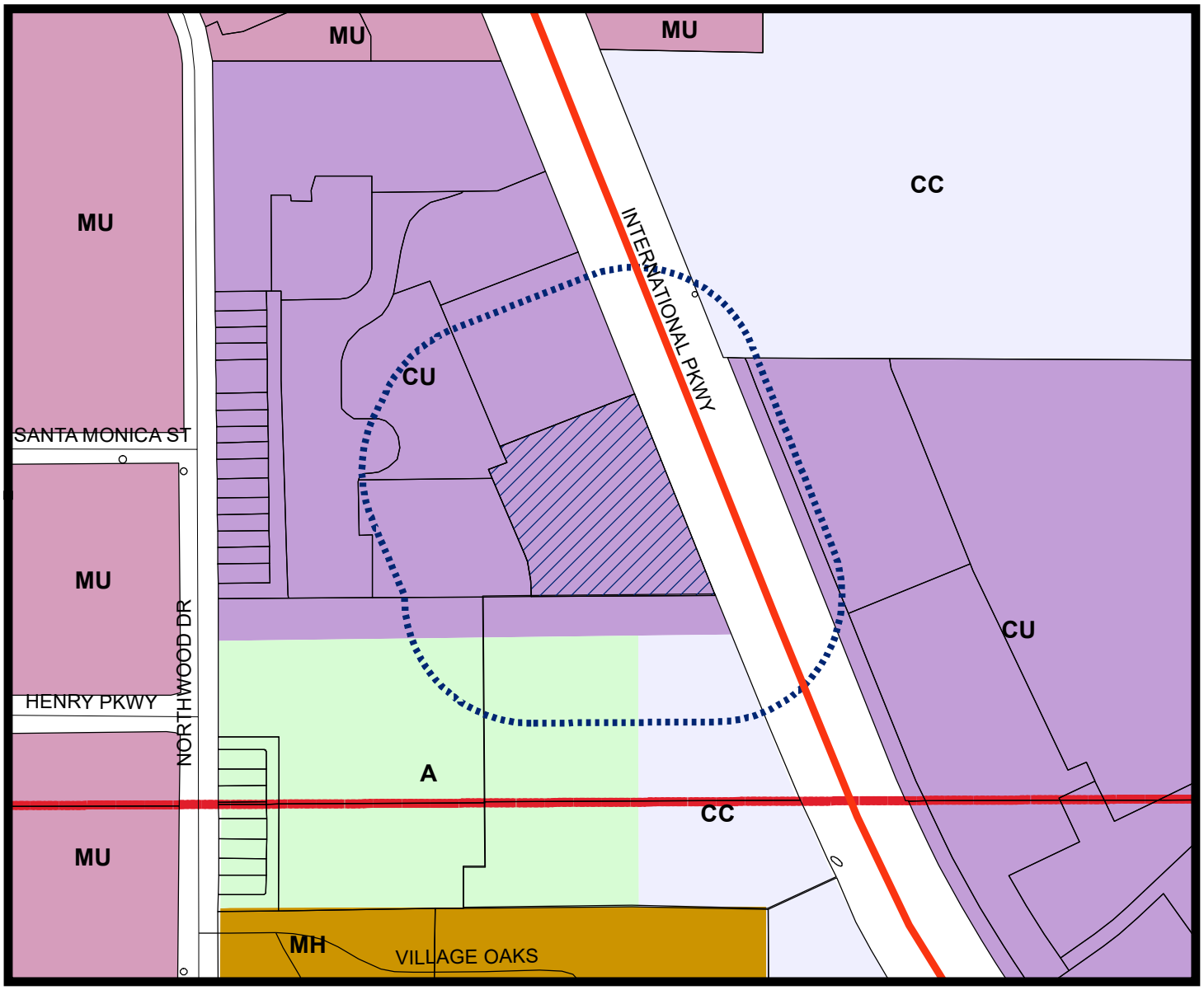
1. Vicinity Map
2. Letter of Intent
3. Pages from TC Approved Site Plan Package (Buildings 4 & 5)

B. Application Details

1. Specific Use Permit Package

Vicinity Map

Reference Project: SUP20-0005



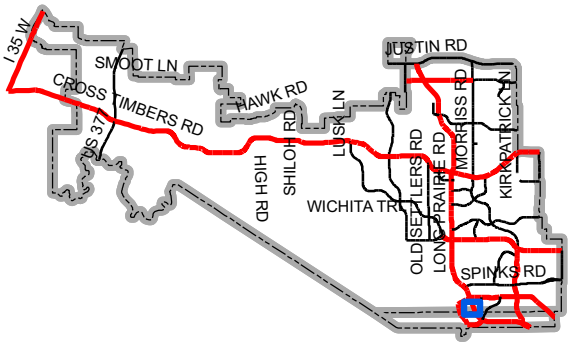
LEGEND

- Agriculture
- Campus Commercial
- *Combined Uses-See Ordinance
- Mixed Use
- Mobile Home

Subject Property

200 ft Notification Buffer around Property

0 187.5 375 750 Feet



Map Location

RICHMONDGROUP
architecture & planning

May 14, 2020

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

RE: Lakeside Crossing Building 5 - Specific Use Permit Application
SUP20-0005

Dear Poornima:

Please accept this letter, on behalf of owners, for a Specific Use Permit. This permit is for a Smoothie King which modifies a previously approved drive-thru (4 car que) in the southern end of what is known as Lakeside Crossing – Building 5.

The site plan has been updated for a drive-thru that now will be a food service of approximately 1,280 square feet. This use will require that the stacking for the drive-thru be expanded from the current 4 car stack to a 5 car stack per the development requirements. The site plan has been updated to reflect accordingly. In addition the south elevation of the building has been revised to reflect the required modification for the drive-thru window operation. The hours of operation for the business is between the hours of 7am-9pm Monday-Friday; 8am-9pm Saturday; and 10am-8pm Sunday.

The current Lakeside Crossing zoning is controlled by PD 153, which has an underlining Campus Commercial zoning classification. The restaurant uses are allowed, by SUP, within this zoning.

Please feel free to contact me if there are any questions or comments regarding this submittal.

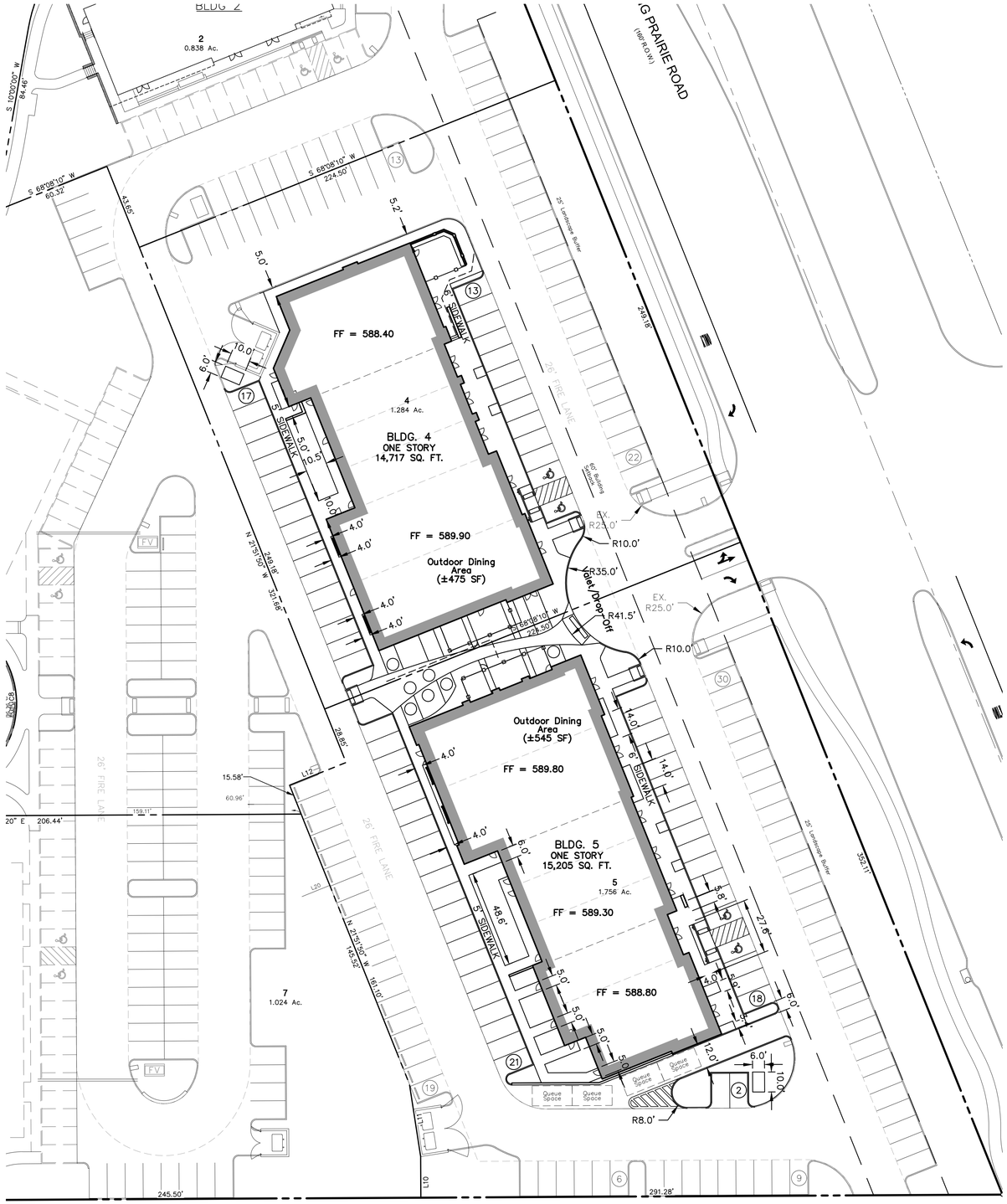
Best Regards,

Henry S. Quigg

HSQ/swq

cc: File 2873

12200 N. Stemmons Freeway, Suite 317 | Dallas, TX 75234 | P: 972.484.5977 | F: 972.484.8641 | www.rg-arch.com



SITE DATA TABLE – LAKESIDE CROSSING BUILDINGS 4&5	
Physical Address	TBD
Gross Site Area	3.040 A; 132,422 SF
Net Site Area	3.040 A; 132,422 SF
Lot Coverage	
Building Coverage	
Building 4	14,717 SF; ±11.1%
Building 5	15,205 SF; ±11.5%
Impervious Coverage	±90%
Pervious Area	±10%
Parking Summary	
Surface Parking (refer to the shared parking charts below)	
Retail – 1 space per 250 Square Feet	
Office – 1 space per 300 Square Feet	
Restaurant/Patio – 1 space per 75 Square Feet	

Lakeside Crossing Buildings 4&5	Required	Provided
Building 4 (Restaurant 7,328 SF)	98	65
Building 4 (Rest. Patio 477 SF)	6	2
Building 4 (Retail 4,245 SF)	17	12
Building 4 (Office 3,094 SF)	10	9
Building 5 (Restaurant 3,087 SF)	41	42
Building 5 (Rest. Patio 550 SF)	7	2
Building 5 (Office 3,469 SF)	12	10
Building 5 (Retail 8,649 SF)	35	28
*Accessible Parking	4	4
Provided Parking (Adj. to Bldgs)	0	71
Existing Adjacent Onsite Parking	0	99
**Total Parking (Bldg. 4 & 5)	208	170
**Total Parking (Lakeside Crossing)	445	470
Building 4 Data		
Height (story/feet)	1 Story	
Peak Height	31' 1 5/16"	
Mean Height	28' 1 3/16"	
Total Square Footage	14,717 SF	
Building 5 Data		
Height (story/feet)	1 Story	
Peak Height	29' 6"	
Mean Height	27' 0"	
Total Square Footage	15,205 SF	

*Accessible Parking Provided based on the overall shared parking numbers for Lakeside Crossing (9 Required, 14 Provided)

**Total Parking numbers for Buildings 4&5 is based on the shared parking chart below, not the cumulative total from the numbers above. (Total parking numbers do NOT include any residential parking requirements, or the on-street parking in front of the residential)

Original Lakeside Crossing Parking Numbers

SCHEDULE OF MIXED USE PARKING - BLDGS. 1-7					
	Weekday		Weekend		Night
	Daytime 6A-6P	Evening 6P-Mid	Daytime 6A-6P	Evening 6P-Mid	Midnight 6A
Office	222	23	23	12	12
Retail	28	50	55	39	3
Restaurant	139	277	277	277	28
Hotel	94	134	94	134	94
Totals	483	484	449	462	137

* 491 Parking Spaces Provided

Shared Parking Numbers for Buildings 4 & 5 only

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

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

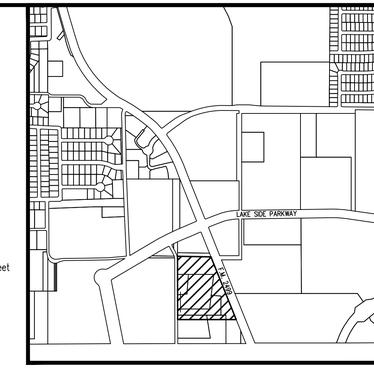
Revised Overall Lakeside Crossing Parking Numbers with Revised Building Square Footages for Buildings 4 & 5

SCHEDULE OF MIXED USE PARKING - BLDGS. 1-7					
	Weekday		Weekend		Night
	Daytime 6A-6P	Evening 6P-Mid	Daytime 6A-6P	Evening 6P-Mid	Midnight 6A
Office	191	20	20	10	10
Retail	37	66	74	52	4
Restaurant	113	225	225	225	23
Hotel	94	134	94	134	94
Totals	435	445	413	421	131

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

THE FOLLOWING REPRESENTS THE APPROVED DOCUMENT / GRAPHIC
P & Z June 10, 2019
T C August 5,2019
SEE FILE FOR CONDITIONS SP19-0001

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



Vicinity Map 1"=1000'

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

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

NOTES:

1. CONTRACTOR IS TO CONTACT THE TOWN'S TREE ARBORIST PRIOR TO THE START OF CONSTRUCTION TO OBTAIN TREE PRESERVATION REQUIREMENTS DURING CONSTRUCTION.
2. ALL PAVEMENT DIMENSIONS SHOWN ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
3. ALL SIDEWALK DIMENSIONS SHOWN ARE TO THE EDGE OF PAVEMENT UNLESS OTHERWISE SHOWN.
4. ALL RADII ARE 3.0 FEET UNLESS OTHERWISE NOTED.
5. ALL PARKING SPOTS ARE 9.0' x 17.5' UNLESS OTHERWISE NOTED.
6. THE LOCATION OF THE EXISTING UTILITIES SHOWN IS APPROXIMATE, THE CONTRACTOR IS TO FIELD VERIFY LOCATION AND DEPTH PRIOR TO CONDUCTING ANY WORK.
7. REFER TO SHEET C4 FOR PAVING HATCH LEGEND.
8. ALL RETAINING WALLS ARE TO BE CLAD IN A MATERIAL THAT MATCHES THE PROPOSED BUILDINGS.
9. THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY WHETHER INDICATED ON THESE PLANS OR NOT.
10. ALL BUILDING MOUNTED UTILITY OR EQUIPMENT BOXES SHALL BE SCREENED FROM A STREET VIEW.
11. SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SITE PLAN OR ELEVATIONS ARE NOT APPROVED AS PART OF THIS REVIEW AND MUST COMPLY WITH THE TOWN'S REGULATIONS.
12. THE DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
13. REFER TO LANDSCAPE PLANS FOR ADDITIONAL INFORMATION ON THE RADII OF PAVEMENTS WITHIN THE COURTYARD AREA.

REVIEWED
TOWN OF FLOWER MOUND
Released for Construction
Date_____
Town of Flower Mound
Engineering Services

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

The John R. McAdams Company, Inc.
(DBA, G&A | McAdams)
111 Hillside Drive
Lewisville, Texas 75057
972. 436. 9712
201 Country View Drive
Roanoke, Texas 76262
940. 240. 1012
TBPE: 19762 TBPLS: 10194440
www.gacom.com
www.mcadams.com

LAKESIDE CROSSING, BUILDINGS 4 & 5

LAKESIDE CROSSING, BUILDINGS 4 & 5
Lots 4 & 5, Block A
3.040 Acres
in the
JN. TANNEHILL SURVEY, ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

SITE PLAN AND DIMENSION CONTROL PLAN

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

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

18351

C3

File: Z:\2018\18351\Drawings\FP & Const Plans\SAFE\18351.DWG
Plotted: 6/12/2019 4:10 PM, by Scott Minnic Sheet: 6/5/2019 4:42 PM, by scott

THE FOLLOWING REPRESENTS THE APPROVED DOCUMENT / GRAPHIC
P & Z June 10, 2019
T C August 5, 2019
SEE FILE FOR CONDITIONS SP19-0001

NORTH

30 0 30 60 90 Feet

SCALE: 1"=30'

LEGEND

- (RO) RED OAK — *Quercus shumardii*
- (RB) RIVER BIRCH — *Betula nigra*
- (RE) RED BUD — *Cercis canadensis*
- (CM) CRAPEMYRTLE — *Lagerstromia indica*
- (PH) POSSUMHAW HOLLY — *Ilex verticillata*
- (MB) MEXICAN BUCKEYE — *Ungnadia speciosa*
- (AMG) ADAGIO MAIDEN GRASS — *Miscanthus sinensis 'Adagio'*
- (TS) DWARF TEXAS SAGE — *Leucophyllum frutescens 'Berlstar'*
- (FA) FLAME ACANTHUS — *Anisacanthus quadrifidus v. Wrightii*
- (MF) MEXICAN FEATHER GRASS — *Nassella tenuissima*
- (RY) RED YUCCA — *Hesperaloe parviflora*
- (HR) HORSETAIL REED — *Carex texensis*
- (SED) TEXAS SEDGE — *Carex texensis*
- (JCH) JOHN CLAYTON HONEYSUCKLE — *Lonicera sempervirens 'John Clayton'*
- SEASONAL COLOR

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

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

Lakeside Crossing Notes:

***TREE MITIGATION: (19) 3" cal. trees called out on lanscape plan as (MIT).
***Note #1: Tree #379, 238, 240, 241, 242, 243 (1 credits each = 6 credits) + 7 new trees (3" cal.) = 13 landscape buffer trees
***Note #2: Tree #3763 (6 credits) + #2159 (6 credits) + #3762 (5 credits) + #247 (4 credits) + #924 (5 credits) + 47 new trees = 13 parking trees

***Note #3: Lakeside Crossing (Phase 1) Parking Lot Trees = 15 (3-inch) cal. trees + 3 existing trees + 3 ornamental trees = 21 parking lot trees
Lakeside Crossing Building 4 & 5 Parking Lot Trees = 3 (3-inch) cal. trees + 10 ornamental trees = 13 parking lot trees
Future Lakeside Crossing Phase Parking Lot Trees = 14 (3-inch) cal. trees + 2 existing trees = 16 parking lot trees
PARKING LOT TREE TOTAL: 21 trees + 13 trees + 16 trees = 50 parking lot trees

PLANT LIST

QTY.	COMMON NAME	BOTANICAL NAME	SIZE	MIN. HT.	SPACE	REMARKS
3	RED OAK	Quercus shumardii	3" cal.	10'-12'	Per Plan	Single Trunk
5	RIVER BIRCH	Betula nigra	3" cal.	10'-12'	Per Plan	Multi-Trunk
6	RED BUD	Cercis canadensis	30gal.	7'-8'	Per Plan	Full
7	CRAPE MYRTLE	Lagerstroemia indica 'Tuscarora'	30gal.	7'-8'	Per Plan	Multi-Trunk
3	POSSUMHAW HOLLY	Ilex verticillata	30gal.	7'-8'	Per Plan	Full
2	MEXICAN BUCKEYE	Ungnadia speciosa	15 gal.	5'-6'	Per Plan	Multi-trunk
36	ADAGIO MAIDEN GRASS	Miscanthus sinensis 'Adagio'	5 gal.	36"	Per Plan	Full
35	DWARF TEXAS SAGE	Leucophyllum frutescens 'Berlstar'	5 gal.	30"	2'-0"	Full
5	FLAME ACANTHUS	Anisacanthus quadrifidus v. wrightii	3 gal.	30"	Per Plan	Full
155	MEXICAN FEATHER GRASS	Nassella tenuissima	3 gal.	18"	2'-0"	Full
20	RED YUCCA	Hesperaloe parviflora	3 gal.	12"	3'-0"	Xeri
75	HORSETAIL REED	Equisetum hyemale	1 gal.	12"	3'-0"	Full
121	TEXAS SEDGE	Carex texensis	1 gal.	6"	12"	Full
40	JOHN CLAYTON HONEYSUCKLE	Lonicera sempervirens 'John Clayton'	1 gal.	6"	12"	Full
488	SEASONAL COLOR		4" pot	6"	Per Plan	Full

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

REGISTERED LANDSCAPE ARCHITECT
JAMESON P. PINSON
2826
STATE OF TEXAS

OWNER/DEVELOPER
NEWSTREAM COMMERCIAL
311 S. OAK STREET, SUITE 250
ROANOKE, TX 76262
Ph. 817-602-0678
Contact: MR. TROY LEWIS

The John R. McAdams Company, Inc.
(DBA, G&A | McAdams)
111 Hillside Drive
Lewisville, Texas 75057
972. 436. 9712
201 Country View Drive
Roanoke, Texas 76262
940. 240. 1012
TBPE: 19762 TBPLS: 10194440
www.gacom.com
www.mcadams.com

LAKESIDE CROSSING, BUILDINGS 4 & 5

LAKESIDE CROSSING, BUILDINGS 4 & 5
Lot 4 & 5, Block A
3.040 Acres
in the
J.N. TANNEHILL SURVEY, ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

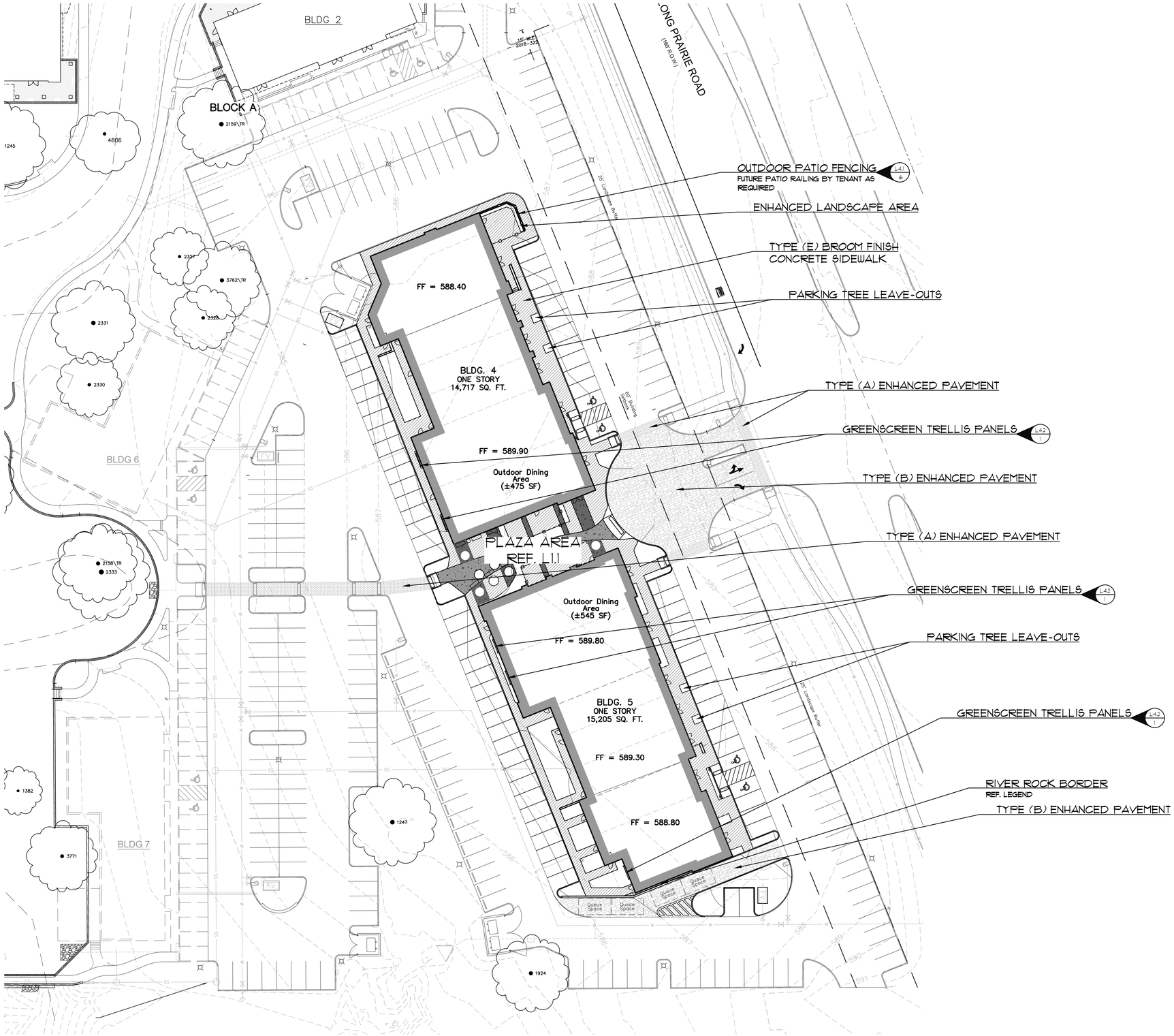
LANDSCAPE PLAN

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

18351

L2.0

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



LEGEND

- TYPE (A) STAMPED AND STAINED PATTERN CONCRETE °
  PATTERN: COBBLESTONE
  COLOR: BASE - U16 LANON STONE
  RELEASE - R12 STORM GRAY
- TYPE (B) STAMPED AND STAINED PATTERN CONCRETE °
  PATTERN: TETRA STONE
  COLOR: BASE - U10 SONORAN TAN
  RELEASE - R14 WALNUT
- TYPE (C) STAMPED AND STAINED PATTERN CONCRETE °
  PATTERN: ROCK SALT TEXTURE
  COLOR: BASE - U18 CHARCOAL
  RELEASE - CLEAR LIQUID RELEASE
- TYPE (D) STAMPED AND STAINED PATTERN CONCRETE °
  PATTERN: ROCK SALT TEXTURE
  COLOR: BASE - P72 ARENA BUFF
  RELEASE - R23 SMOKE
- TYPE (E) BROOM FINISH CONCRETE SIDEWALK
- RIVER ROCK BORDER
  ALAMO STONE: MESA GREY (2" - 4") ∞

° BUTTERFIELD COLOR CONCRETE
675 W ILLINOIS AVE
AURORA, IL 60506
800.282.3388
www.butterfieldcolor.com

∞ ALAMO STONE
DIANE COLLIER GROUP
214.238.3100
COLLIERGROUPTX.COM

THE FOLLOWING REPRESENTS THE APPROVED DOCUMENT / GRAPHIC
P & Z June 10, 2019
T C August 5,2019
SEE FILE FOR CONDITIONS SP19-0001

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

REGISTERED LANDSCAPE ARCHITECT # 2826
JAMESON B. PINSON
STATE OF TEXAS

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

The John R. McAdams Company, Inc.
(DBA, G&A | McAdams)
111 Hillside Drive
Lewisville, Texas 75057
972. 436. 9712
201 Country View Drive
Roanoke, Texas 76262
940. 240. 1012
TBPE: 19762 TBPLS: 10194440
www.gacom.com
www.mcadams.com

LAKESIDE CROSSING, BUILDINGS 4 & 5

LAKESIDE CROSSING, BUILDINGS 4 & 5
Lot 4 & 5, Block A
3.040 Acres
in the
J.N. TANNEHILL SURVEY, ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

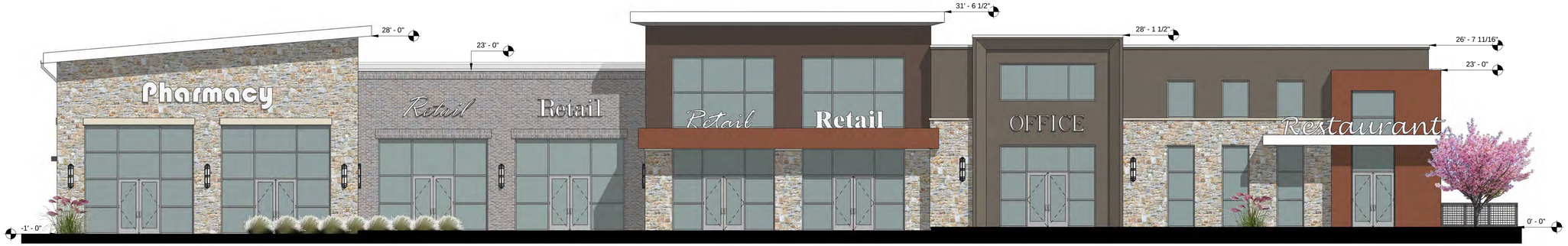
HARDSCAPE PLAN

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

18351

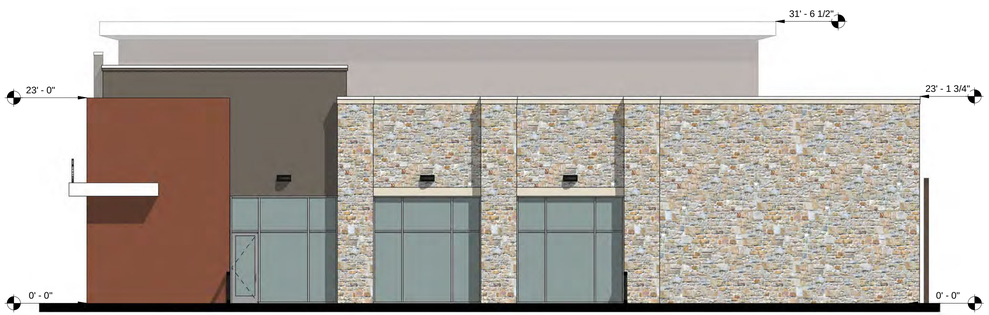
L1.0

File: \\192.168.100.14\proj\2018\18351\Drawings\LP & Const Plans\SHEETS\18351.HS
Plotted: 6/13/2019 5:11 PM, by Megan Holcher; Saved: 6/13/2019 5:11 PM, by Megan



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

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



3 BUILDING 5 - NORTH
SCALE: 1/8" = 1'-0"

4 BUILDING 5 - SOUTH
SCALE: 1/8" = 1'-0"

THE FOLLOWING REPRESENTS THE APPROVED DOCUMENT / GRAPHIC
P & Z June 10, 2019
T C August 5,2019
SEE FILE FOR CONDITIONS SP19-0001

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

SHOPS AT LAKESIDE CROSSING
Flower Mound, Texas

LAKESIDE — CROSSING —

Specific Space

NO.	REVISION	DATE

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

A9.2
BUILDING 5 ELEVATIONS - COLOR

7/9/2019 7:35:24 PM

SITE DATA TABLE – LAKESIDE CROSSING BUILDINGS 4&5		
Physical Address	TBD	
Gross Site Area	3.040 A; 132,422 SF	
Net Site Area	3.040 A; 132,422 SF	
Lot Coverage		
Building Coverage		
Building 4	14,717 SF; ±11.1%	
Building 5	15,205 SF; ±11.5%	
Impervious Coverage	±90%	
Pervious Area	±10%	
Parking Summary		
Surface Parking (refer to the shared parking charts below)		
Retail – 1 space per 250 Square Feet		
Office – 1 space per 300 Square Feet		
Restaurant/Patio – 1 space per 75 Square Feet		
Lakeside Crossing Buildings 4&5	Required	Provided
Building 4 (Restaurant 7,328 SF)	98	63
Building 4 (Rest. Patio 477 SF)	6	2
Building 4 (Retail 4,245 SF)	17	12
Building 4 (Office 3,094 SF)	10	9
Building 5 (Restaurant 3,087 SF)	41	40
Building 5 (Rest. Patio 550 SF)	7	2
Building 5 (Office 3,469 SF)	12	10
Building 5 (Retail 8,649 SF)	35	28
*Accessible Parking	4	
Provided Parking (Adj. to Bldgs)	0	67
Existing Adjacent Onsite Parking	0	99
**Total Parking (Bldg. 4 & 5)	208	166
**Total Parking (Lakeside Crossing)	445	466
Building 4 Data		
Height (story/feet)	1 Story	
Peak Height	31' 1 5/16"	
Mean Height	28' 1 3/16"	
Total Square Footage	14,717 SF	
Building 5 Data		
Height (story/feet)	1 Story	
Peak Height	29' 6"	
Mean Height	27' 0"	
Total Square Footage	15,205 SF	

*Accessible Parking Provided based on the overall shared parking numbers for Lakeside Crossing (9 Required, 14 Provided)

**Total Parking numbers for Buildings 4&5 is based on the shared parking chart below, not the cumulative total from the numbers above. (Total parking numbers do NOT include any residential parking requirements, or the on-street parking in front of the residential)

Original Lakeside Crossing Parking Numbers

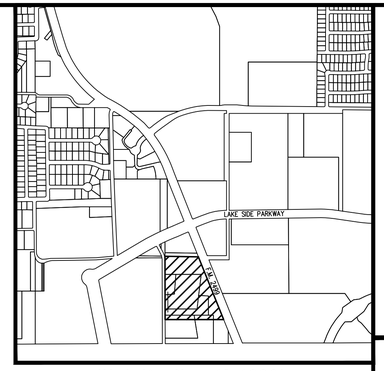
Shared Parking Numbers for Buildings 4 & 5 only

Revised Overall Lakeside Crossing Parking Numbers with Revised Building Square Footages for Buildings 4 & 5

1

30 0 30 60 90 Feet

SCALE: 1"=30'



Vicinity Map 1"=1000'

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

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

NOTES:

1. CONTRACTOR IS TO CONTACT THE TOWN'S TREE ARBORIST PRIOR TO THE START OF CONSTRUCTION TO OBTAIN TREE PRESERVATION REQUIREMENTS DURING CONSTRUCTION.
2. ALL PAVEMENT DIMENSIONS SHOWN ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
3. ALL SIDEWALK DIMENSIONS SHOWN ARE TO THE EDGE OF PAVEMENT UNLESS OTHERWISE SHOWN.
4. ALL RADII ARE 3.0 FEET UNLESS OTHERWISE NOTED.
5. ALL PARKING SPOTS ARE 9.0' x 17.5' UNLESS OTHERWISE NOTED.
6. THE LOCATION OF THE EXISTING UTILITIES SHOWN IS APPROXIMATE, THE CONTRACTOR IS TO FIELD VERIFY LOCATION AND DEPTH PRIOR TO CONDUCTING ANY WORK.
7. REFER TO SHEET C4 FOR PAVING HATCH LEGEND.
8. ALL RETAINING WALLS ARE TO BE CLAD IN A MATERIAL THAT MATCHES THE PROPOSED BUILDINGS.
9. THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY WHETHER INDICATED ON THESE PLANS OR NOT.
10. ALL BUILDING MOUNTED UTILITY OR EQUIPMENT BOXES SHALL BE SCREENED FROM A STREET VIEW.
11. SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SITE PLAN OR ELEVATIONS ARE NOT APPROVED AS PART OF THIS REVIEW AND MUST COMPLY WITH THE TOWN'S REGULATIONS.
12. THE DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
13. REFER TO LANDSCAPE PLANS FOR ADDITIONAL INFORMATION ON THE RADII OF PAVEMENTS WITHIN THE COURTYARD AREA.

CONCEPT SITE PLAN

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

The John R. McAdams Company, Inc.
111 Highway Drive
Lewisville, Texas 75057
972. 436. 9712

201 Country View Drive
Roanoke, Texas 76262
(940) 240-5100

TBPE: 19762 TBPLS: 10194440
www.jrmcadams.com
www.mcadamsco.com

LAKESIDE CROSSING, BUILDINGS 4 & 5

Lots 4 & 5, Block A
3.040 Acres
in the
JN. TANNEHILL SURVEY, ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

PRELIMINARY PLANS

THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.
THE JOHN R. MCADAMS COMPANY, INC.
TBPE: 19762
ROBERT JOHN DOLLAK, JR., P.E. #86898
DATE 6/25/2020

Drawn By:	JMB
Date:	01/07/2019
Scale:	1"=30'
Revisions:	
	03/13/2019
	04/15/2019
	05/20/2019
	06/12/2019
	10/22/2019
	06/25/2020

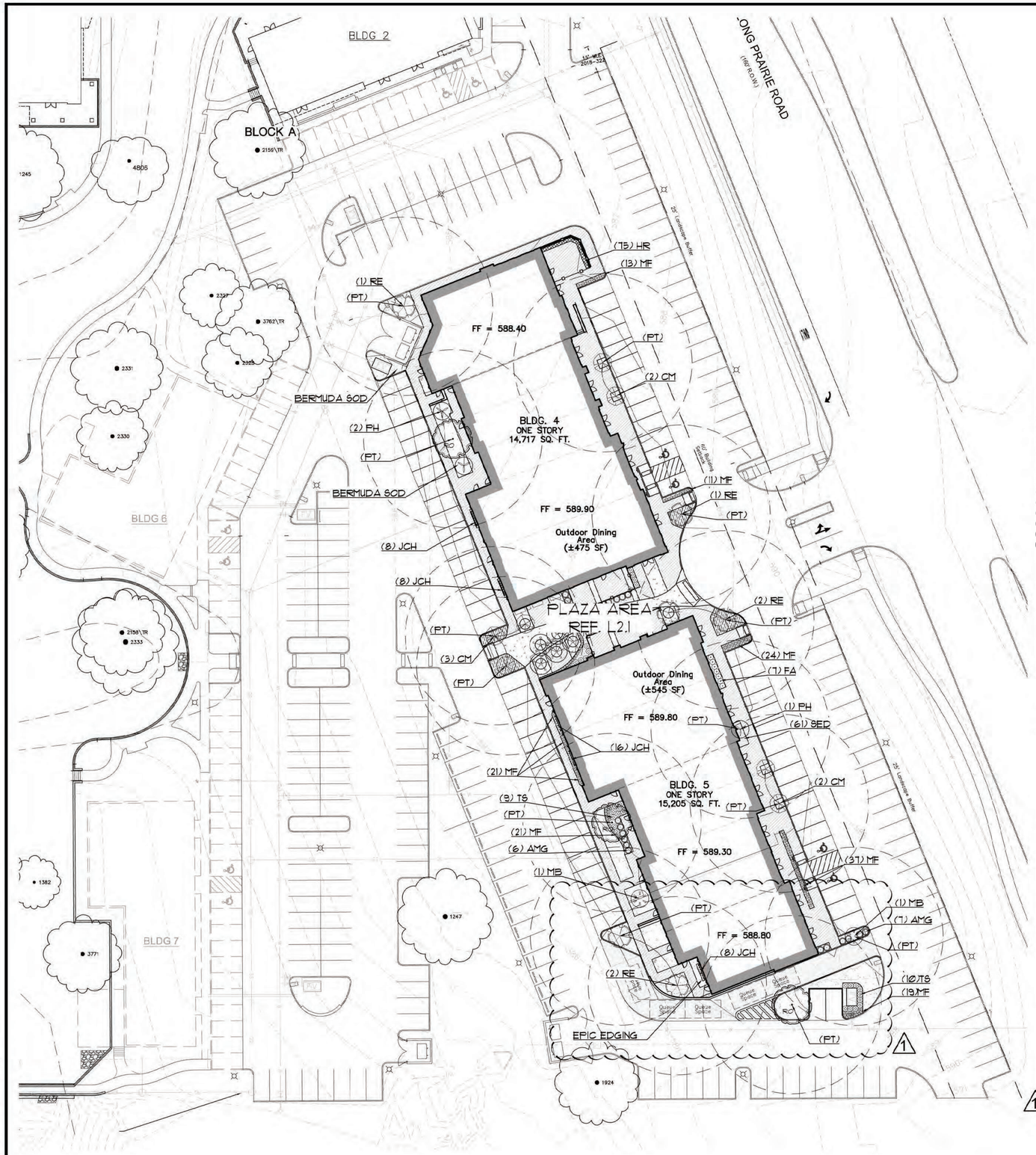
1

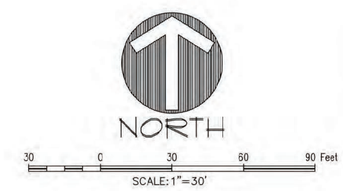
18351

CONCEPT SITE PLAN

LAKESIDE CROSSING, BUILDINGS 4 & 5

File: Z:\2018\18351\Drawings\CP & Const Plans\SHEETS\18351.DM
Plotted: 6/25/2020 8:53 AM, by Minns, Scott; Saved: 6/25/2020 8:52 AM, by smminns





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

LAKESIDE CROSSING: STREET YARD TREES			
STANDARD	TOTAL STREET YARD (SQUARE FEET)	REQUIRED	PROVIDED
Above 10,000 s.f.=10 + 1 tree for every 2,500 s.f. after 10,000 s.f.	82,740 s.f. of Long Prairie Rd. street yard	39 trees (3" cal.)	48 trees (3" cal.) + 2 existing specimen
	61,206 s.f. of Northwood Dr. street yard	31 trees (3" cal.)	23 trees (3" cal.) + 9 existing specimen

LAKESIDE CROSSING BUILDING 4 & 5: STREET YARD TREES			
STANDARD	TOTAL STREET YARD (SQUARE FEET)	REQUIRED	PROVIDED
Above 10,000 s.f.=10 + 1 tree for every 2,500 s.f. after 10,000 s.f.	82,740 s.f. of Long Prairie Rd. street yard	39 trees (3" cal.)	n/a
	61,206 s.f. of Northwood Dr. street yard	n/a	n/a

LAKESIDE CROSSING: PARKING AREA LANDSCAPING			
STANDARD	# OF PARK. SPACES	REQUIRED	PROVIDED
90 s.f. per 12 spaces	466 parking spaces	3,495 s.f.	24,462 s.f.

LAKESIDE CROSSING BUILDING 4 & 5: PARKING AREA LANDSCAPING			
STANDARD	# OF PARK. SPACES	REQUIRED	PROVIDED
90 s.f. per 12 spaces	67 of 466 spaces	503 s.f. of 3,495 s.f.	1,391 s.f.

LAKESIDE CROSSING: PARKING AREA TREES			
STANDARD	# OF PARK. SPACES	REQUIRED	PROVIDED
1 per 10 parking spaces	466 parking spaces	47 trees (3" cal.)	50 trees See Note #3

LAKESIDE CROSSING BUILDING 4 &5: PARKING AREA TREES			
STANDARD	# OF PARK. SPACES	REQUIRED	PROVIDED
1 per 10 parking spaces	67 of 466 spaces	7 of 47 trees (3" cal.)	3 tree (3" cal.) 10 ornamental trees (14 out of 47 = 30%)

**All parking spaces to be located within a 50 ft. avg. of parking lot tree.

LAKESIDE CROSSING: PARKING AREA SCREENING			
STANDARD		Landscape berm or screening shrubs	PROVIDED
All head parking to be screened from street view		3' ht. screen	Screening shrubs (3' ht.)

LAKESIDE CROSSING BUILDING 4 & 5: PARKING AREA SCREENING			
STANDARD		Landscape berm or screening shrubs	PROVIDED
All head parking to be screened from street view		3' ht. screen	n/a

Lakeside Crossing Notes:

**TREE MITIGATION: (19) 3" cal. trees called out on lanscape plan as (MT).
**Note #1: Tree #319, 238, 240, 241, 242, 243 (1 credits each = 6 credits) + 7 new trees (3" cal.) = 13 landscape buffer trees
**Note #2: Tree #3163 (6 credits) + #2159 (6 credits) + #3162 (5 credits) + #2471 (4 credits) + #1924 (5 credits) + 47 new trees = 73 parking trees
**Note #3: Lakeside Crossing (Phase 1) Parking Lot Trees = 15 (3-inch) cal. trees + 3 existing trees + 3 ornamental trees
= 21 parking lot trees
Lakeside Crossing Building 4 & 5 Parking Lot Trees = 3 (3-inch) cal. trees + 10 ornamental trees
= 13 parking lot trees
Future Lakeside Crossing Phase Parking Lot Trees = 14 (3-inch) cal. trees + 2 existing trees
= 16 parking lot trees
PARKING LOT TREE TOTAL: 21 trees + 13 trees + 16 trees = 50 parking lot trees

LEGEND

- (RO) RED OAK — *Quercus shumardii*
- (RB) RIVER BIRCH — *Betula nigra*
- (RE) RED BUD — *Cercis canadensis*
- (CM) CRAPEMYRTLE — *Lagerstromia indica*
- (PH) POSSUMHAW HOLLY — *Ilex verticillata*
- (MB) MEXICAN BUCKEYE — *Ungnadia speciosa*
- (AMG) ADAGIO MAIDEN GRASS — *Miscanthus sinensis 'Adagio'*
- (TS) DWARF TEXAS SAGE — *Leucophyllum frutescens 'Berlstar'*
- (FA) FLAME ACANTHUS — *Aniscantrus quadrifidus v. Wrightii*
- (MF) MEXICAN FEATHER GRASS — *Nassella tenuissima*
- (RY) RED YUCCA — *Hesperaloe parviflora*
- (HR) HORSETAIL REED — *Carex texensis*
- (SED) TEXAS SEDGE — *Carex texensis*
- (JCH) JOHN CLAYTON HONEYSUCKLE — *Lonicera sempervirens 'Jom Clayton'*
- SEASONAL COLOR
- BERMUDA SOD

PLANT LIST

QTY.	COMMON NAME	BOTANICAL NAME	SIZE	MIN. HT.	SPACE	REMARKS
3	RED OAK	Quercus shumardii	3" cal.	10'-12'	Per Plan	Single Trunk
5	RIVER BIRCH	Betula nigra	3" cal.	10'-12'	Per Plan	Multi-Trunk
6	RED BUD	Cercis canadensis	30gal.	7'-8'	Per Plan	Full
7	CRAPE MYRTLE	Lagerstroemia indica "Tuscarora"	30gal.	7'-8'	Per Plan	Multi-Trunk
3	POSSUMHAW HOLLY	Ilex verticillata	30gal.	7'-8'	Per Plan	Full
2	MEXICAN BUCKEYE	Ungnadia speciosa	15 gal.	5'-6'	Per Plan	Multi-trunk
29	ADAGIO MAIDEN GRASS	Miscanthus sinensis 'Adagio'	5 gal.	36"	Per Plan	Full
30	DWARF TEXAS SAGE	Leucophyllum frutescens 'Berlstar'	5 gal.	30"	2'-0"	Full
7	FLAME ACANTHUS	Aniscanthus quadrifidus v. wrightii	3 gal.	30"	Per Plan	Full
154	MEXICAN FEATHER GRASS	Nassella tenuissima	3 gal.	18"	2'-0"	Full
20	RED YUCCA	Hesperaloe parviflora	3 gal.	12"	3'-0"	Xeri
75	HORSETAIL REED	Equisteum hyemale	1 gal.	12"	3'-0"	Full
61	TEXAS SEDGE	Carex texensis	1 gal.	6"	12"	Full
40	JOHN CLAYTON HONEYSUCKLE	Lonicera sempervirens 'Jom Clayton'	1 gal.	6"	12"	Full
428	SEASONAL COLOR		4" pot	6"	Per Plan	Full
1 2,930	BERMUDA SOD		SQ. FT.			

LANDSCAPE PLAN

1 RELOCATED SOD AND PARKING TREES TO ACCOMODATE THE DRIVE-THRU ADDITION.

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

The John R. McAdams Company, Inc.
(DBA, G&A | McAdams)
111 Hillside Drive
Lewisville, Texas 75057
972. 436. 9712
201 Country View Drive
Roanoke, Texas 76262
940. 240. 7142
TBPE: 19162 TBPLS: 10194440
www.gacom.com
www.mcadamsco.com

MCADAMS

LAKESIDE CROSSING, BUILDINGS 4 & 5

Lot 4 & 5, Block A
3.040 Acres
in the
JN. TANNEHILL SURVEY, ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

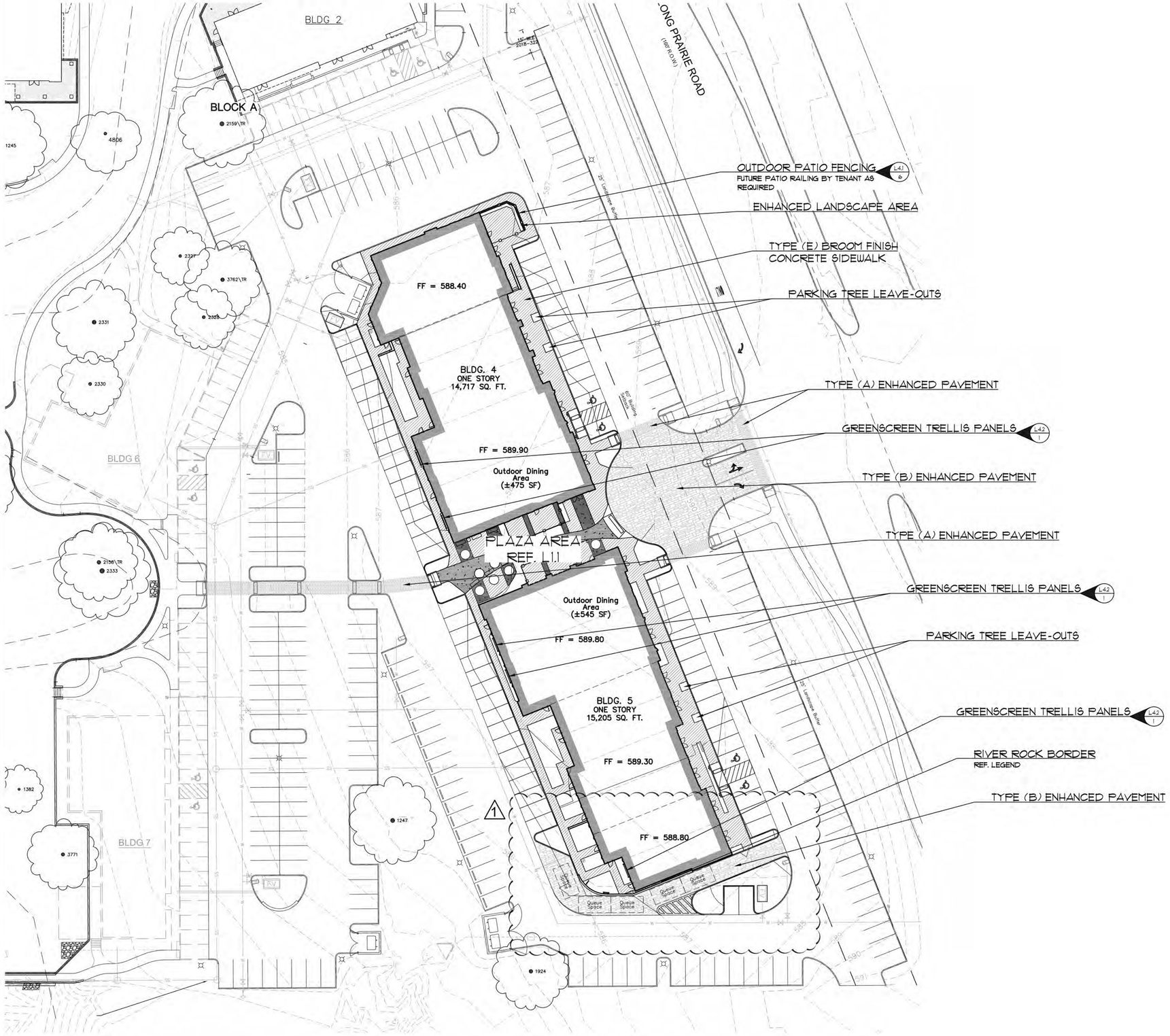
REGISTERED LANDSCAPE ARCHITECT
JAMESON R. PAGE
2826
STATE OF TEXAS
5/18/2020

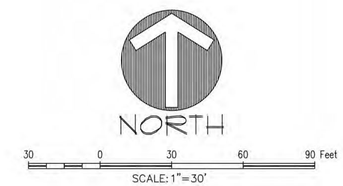
Drawn By: MH
Date: 01/07/2019
Scale: 1"=30'
Revisions:
03/13/2019
04/15/2019
05/20/2019
06/12/2019
10/22/2019
1 05/18/2020

18351

CONCEPT LANDSCAPE PLAN

LAKESIDE CROSSING, BUILDINGS 4 & 5





LEGEND

- TYPE (A) STAMPED AND STAINED PATTERN CONCRETE °
  PATTERN: COBBLESTONE
  COLOR: BASE - U28 LANON STONE
  RELEASE - R02 STORM GRAY
- TYPE (B) STAMPED AND STAINED PATTERN CONCRETE °
  PATTERN: TETRA STONE
  COLOR: BASE - U20 SONORAN TAN
  RELEASE - R04 WALNUT
- TYPE (C) STAMPED AND STAINED PATTERN CONCRETE °
  PATTERN: ROCK SALT TEXTURE
  COLOR: BASE - U28 CHARCOAL
  RELEASE - CLEAR LIQUID RELEASE
- TYPE (D) STAMPED AND STAINED PATTERN CONCRETE °
  PATTERN: ROCK SALT TEXTURE
  COLOR: BASE - F72 ARENA BUFF
  RELEASE - R23 SMOKE
- TYPE (E) BROOM FINISH CONCRETE SIDEWALK
- RIVER ROCK BORDER
  ALAMO STONE: MESA GREY (2" - 4") ∞

° BUTTERFIELD COLOR CONCRETE
625 W ILLINOISE AVE
AURORA, IL 60506
800.282.3388
www.butterfieldcolor.com

∞ ALAMO STONE
DIANE COLLIER GROUP
214.238.3100
COLLIERSGROUPTX.COM

1 EXTENDED ENHANCED PAVEMENT TYPE 'B' TO THE NEW LIMITS OF THE DRIVE-THRU ADDITION.

CONCEPT HARDSCAPE PLAN

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

The John R. McAdams Company, Inc.
(DBA, G&A | McAdams)
111 Hillside Drive
Lewisville, Texas 75057
972.436.9712
201 Country View Drive
Roanoke, Texas 76262
972.462.0102
TBPE: 19762 TBPLS: 10194440
www.gacom.com
www.mcadamsco.com

McADAMS

LAKESIDE CROSSING, BUILDINGS 4 & 5

Lot 4 & 5, Block A
3.040 Acres
in the
JN. TANNEHILL SURVEY, ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

REGISTERED LANDSCAPE ARCHITECT
JAMESON R. PRUITT
2826
STATE OF TEXAS

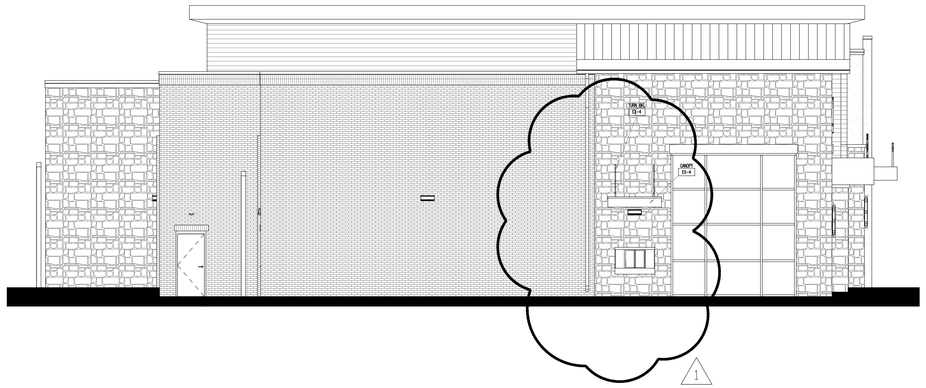
5/18/2020

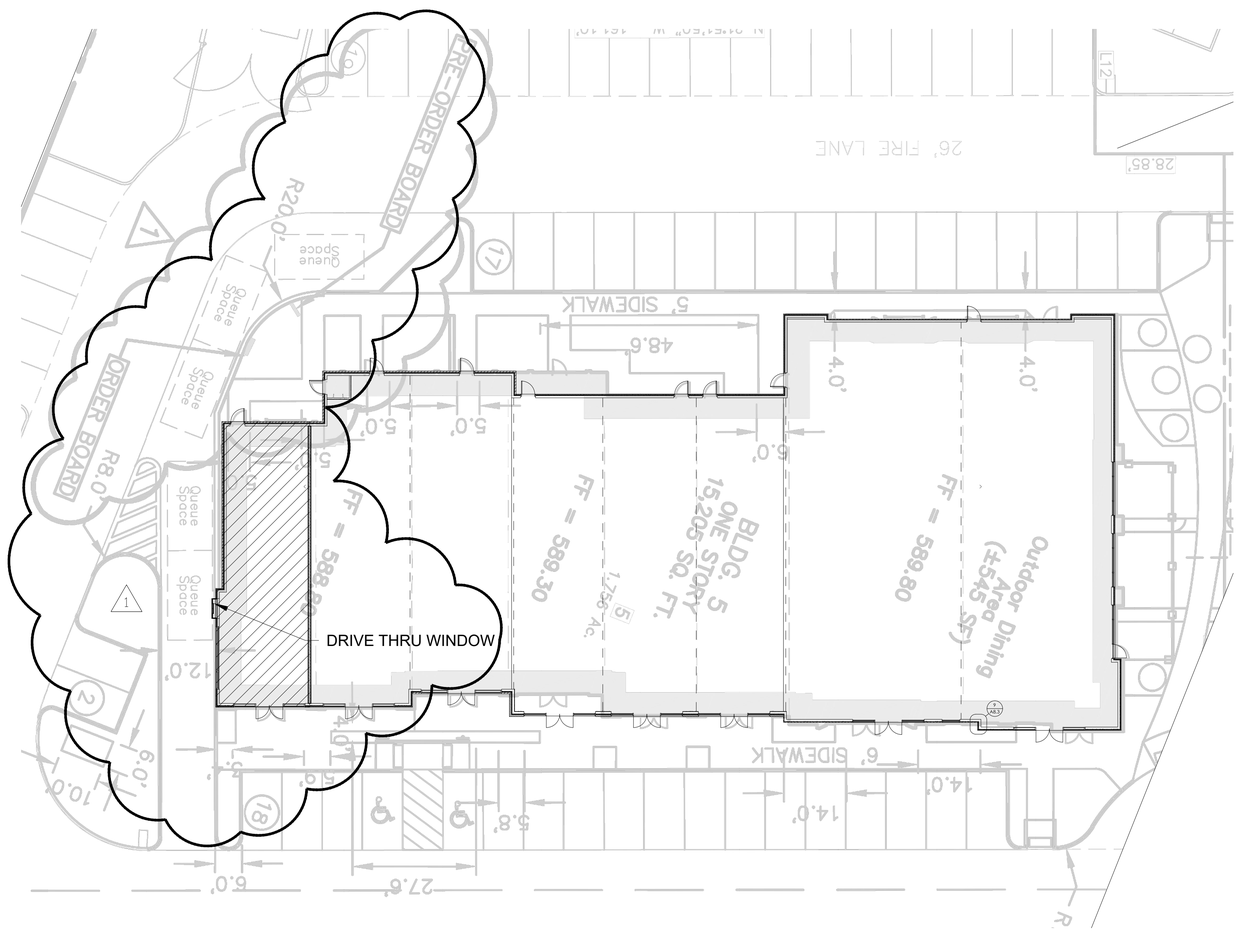
Drawn By: MH
Date: 01/07/2019
Scale: 1"=30'
Revisions:
03/13/2019
04/15/2019
05/20/2019
06/12/2019
10/22/2019
1 05/18/2020

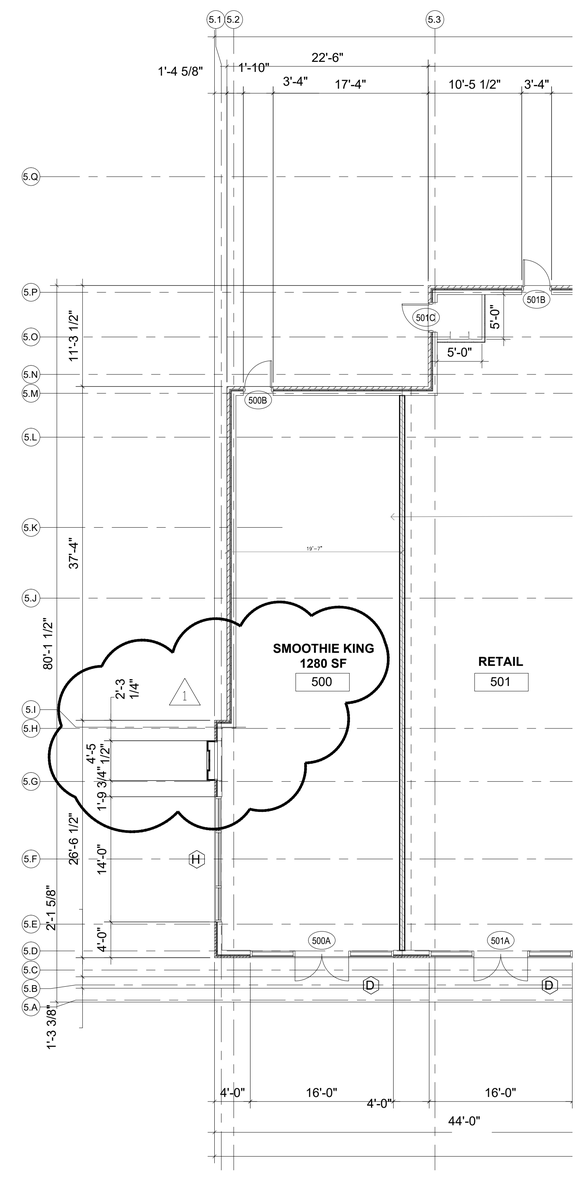
18351

CONCEPT HARDSCAPE PLAN

File: J:\2018\18351\Drawings\FP & Const Plans\18351CH01.dwg
Plotted: 5/18/2020 1:28 PM, by Dave, Jennifer - Saved: 5/18/2020 1:19 PM, by ddale







SMOOTHIE KING

STORE #1624 - SHOPS @ LAKESIDE CROSSING
FLOWERMOUND, TEXAS

RICHMONDGROUP
architecture & planning
12200 STEMMONS FREEWAY, STE. 317, DALLAS, TEXAS 75234
PHONE: 972.484.5977 – FAX: 972.484.8641 – RG@RG-ARCH.COM

All drawings and written material herein constitute the original and unpublished work of the Architect, and the same may not be duplicated, used or disclosed without the written consent of the Architect.

REVISION

PROJECT NUMBER
2873

DATE
04/15/2020

SHEET

DWG. FILE	PLOT SCALE
	FULL

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO._____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, LAND DEVELOPMENT REGULATIONS, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY APPROVING SPECIFIC USE PERMIT NO. 463 (SUP-463) FOR A FAST FOOD RESTAURANT WITH A DRIVE-THROUGH WINDOW ON CERTAIN PROPERTY DESCRIBED AS 1.756 ACRES OF LAND AND BEING ALL OF LOT 5, BLOCK A, OF THE LAKESIDE CROSSING AND ZONED PLANNED DEVELOPMENT DISTRICT NO. 153 (PD-153) WITH BOTH RESIDENTIAL AND NON-RESIDENTIAL USES; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owner of the property described as 1.756 acres of land and being all of Lot 5, Block A, of the Lakeside Crossing has filed an application for a Specific Use Permit for a fast food restaurant with a drive-through window; and

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on August 10, 2020, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on August 17, 2020, with respect to the Specific Use Permit described herein; and

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Local Government Code, Chapter 78 of the Land Development Regulations, and all other laws dealing with notice, publication and procedural requirements for the approval of a Specific Use Permit on the property; and

WHEREAS, the Town Council finds that the Specific Use Permit should be granted as outlined herein as it is in the best interest of the Town of Flower Mound and will promote the health, safety and general welfare of the citizens of the Town of Flower Mound and the general public.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF

FLOWER MOUND, TEXAS, THAT:

SECTION 1

The Land Development Regulations of the Town of Flower Mound, Texas, as amended, are hereby amended on the hereinafter described property and area as shown below:

1.756 acres of land, being all of Lot 5, Block A, of the Lakeside Crossing, Denton County, Texas and zoned Planned Development District No. 153 (PD-153).

Specific Use Permit No. 463 is granted to allow a fast-food restaurant with drive-through window, as more fully described in the exhibits attached hereto and incorporated herein, subject to the following conditions:

1) The Specific Use Permit is limited to the 1,280 square-foot lease space located at the southern end of retail Building # 5.

2) A single drive-through lane as shown on the concept plan shall be permitted.

3) Enhanced paving consisting of stamped concrete denoting the drive-through lane must be provided.

4) The hours of operation for the drive-through facility are limited to 7 a.m. to9 p.m. Monday-Friday; 8 a.m. to 9 p.m. on Saturdays; and 10 a.m. to8 p.m. on Sundays.

SECTION 2

The conceptual site plan, conceptual landscape plan, conceptual hardscape plan, and conceptual elevations of the proposed fast food restaurant with a drive-through window, attached hereto as Exhibits “A”, “B”, “C,” and “D” incorporated herein for all purposes allowed by law, are hereby approved as the conceptual site plan, conceptual landscape plan, and conceptual elevations for this Specific Use Permit.

SECTION 3

The official map of the Town of Flower Mound is amended and the Director of Planning Services is directed to revise the official zoning map to reflect the approved Specific Use Permit, as set forth above.

SECTION 4

The use of the property described above shall be subject to all applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town of Flower Mound including the regulations contained in Planned Development District-153 (PD-153).

SECTION 5

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

SECTION 6

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

SECTION 7

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

SECTION 8

All rights and remedies of the Town of Flower Mound are expressly saved as to any and all violations of the provisions of the Land Development Regulations or any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 9

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

SECTION 10

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 17TH DAY OF AUGUST, 2020.

APPROVED:

_____

Steve Dixon, MAYOR

ATTEST:

_____

Theresa Scott, TOWN SECRETARY

SITE DATA TABLE – LAKESIDE CROSSING BUILDINGS 4&5	
Physical Address	TBD
Gross Site Area	3.040 A; 132,422 SF
Net Site Area	3.040 A; 132,422 SF
Lot Coverage	
Building Coverage	
Building 4	14,717 SF; ±11.1%
Building 5	15,205 SF; ±11.5%
Impervious Coverage	±90%
Pervious Area	±10%
Parking Summary	
Surface Parking (refer to the shared parking charts below)	
Retail – 1 space per 250 Square Feet	
Office – 1 space per 300 Square Feet	
Restaurant/Patio – 1 space per 75 Square Feet	

Lakeside Crossing Buildings 4&5	Required	Provided
Building 4 (Restaurant 7,328 SF)	98	63
Building 4 (Rest. Patio 477 SF)	6	2
Building 4 (Retail 4,245 SF)	17	12
Building 4 (Office 3,094 SF)	10	9
Building 5 (Restaurant 3,087 SF)	41	40
Building 5 (Rest. Patio 550 SF)	7	2
Building 5 (Office 3,469 SF)	12	10
Building 5 (Retail 8,649 SF)	35	28
*Accessible Parking	4	4
Provided Parking (Adj. to Bldgs)	0	67
Existing Adjacent Onsite Parking	0	99
**Total Parking (Bldg. 4 & 5)	208	166
**Total Parking (Lakeside Crossing)	445	466
Building 4 Data		
Height (story/feet)	1 Story	
Peak Height	31' 1 5/16"	
Mean Height	28' 1 3/16"	
Total Square Footage	14,717 SF	
Building 5 Data		
Height (story/feet)	1 Story	
Peak Height	29' 6"	
Mean Height	27' 0"	
Total Square Footage	15,205 SF	

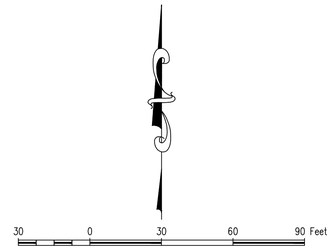
*Accessible Parking Provided based on the overall shared parking numbers for Lakeside Crossing (9 Required, 14 Provided)

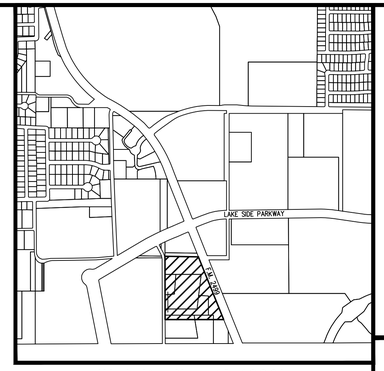
**Total Parking numbers for Buildings 4&5 is based on the shared parking chart below, not the cumulative total from the numbers above. (Total parking numbers do NOT include any residential parking requirements, or the on-street parking in front of the residential)

Original Lakeside Crossing Parking Numbers

Shared Parking Numbers for Buildings 4 & 5 only

Revised Overall Lakeside Crossing Parking Numbers with Revised Building Square Footages for Buildings 4 & 5





Vicinity Map 1"=1000'

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

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

NOTES:

1. CONTRACTOR IS TO CONTACT THE TOWN'S TREE ARBORIST PRIOR TO THE START OF CONSTRUCTION TO OBTAIN TREE PRESERVATION REQUIREMENTS DURING CONSTRUCTION.
2. ALL PAVEMENT DIMENSIONS SHOWN ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
3. ALL SIDEWALK DIMENSIONS SHOWN ARE TO THE EDGE OF PAVEMENT UNLESS OTHERWISE SHOWN.
4. ALL RADII ARE 3.0 FEET UNLESS OTHERWISE NOTED.
5. ALL PARKING SPOTS ARE 9.0' x 17.5' UNLESS OTHERWISE NOTED.
6. THE LOCATION OF THE EXISTING UTILITIES SHOWN IS APPROXIMATE, THE CONTRACTOR IS TO FIELD VERIFY LOCATION AND DEPTH PRIOR TO CONDUCTING ANY WORK.
7. REFER TO SHEET C4 FOR PAVING HATCH LEGEND.
8. ALL RETAINING WALLS ARE TO BE CLAD IN A MATERIAL THAT MATCHES THE PROPOSED BUILDINGS.
9. THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY WHETHER INDICATED ON THESE PLANS OR NOT.
10. ALL BUILDING MOUNTED UTILITY OR EQUIPMENT BOXES SHALL BE SCREENED FROM A STREET VIEW.
11. SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SITE PLAN OR ELEVATIONS ARE NOT APPROVED AS PART OF THIS REVIEW AND MUST COMPLY WITH THE TOWN'S REGULATIONS.
12. THE DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
13. REFER TO LANDSCAPE PLANS FOR ADDITIONAL INFORMATION ON THE RADII OF PAVEMENTS WITHIN THE COURTYARD AREA.

CONCEPT SITE PLAN

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

The John R. McAdams Company, Inc.
1111 Hillside Drive
Lewisville, Texas 75057
972. 436. 9712
201 Country View Drive
Roanoke, Texas 76262
(940) 240-0170
TBPE: 19762 TBPLS: 10194440
www.jrmcadams.com
www.mcadamsco.com

LAKESIDE CROSSING, BUILDINGS 4 & 5

Lots 4 & 5, Block A
3.040 Acres
in the
JN. TANNEHILL SURVEY, ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

PRELIMINARY PLANS

THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.
THE JOHN R. MCADAMS COMPANY, INC.
TBPE: 19762
ROBERT JOHN DOLLAK, JR., P.E. #86898
DATE 6/25/2020

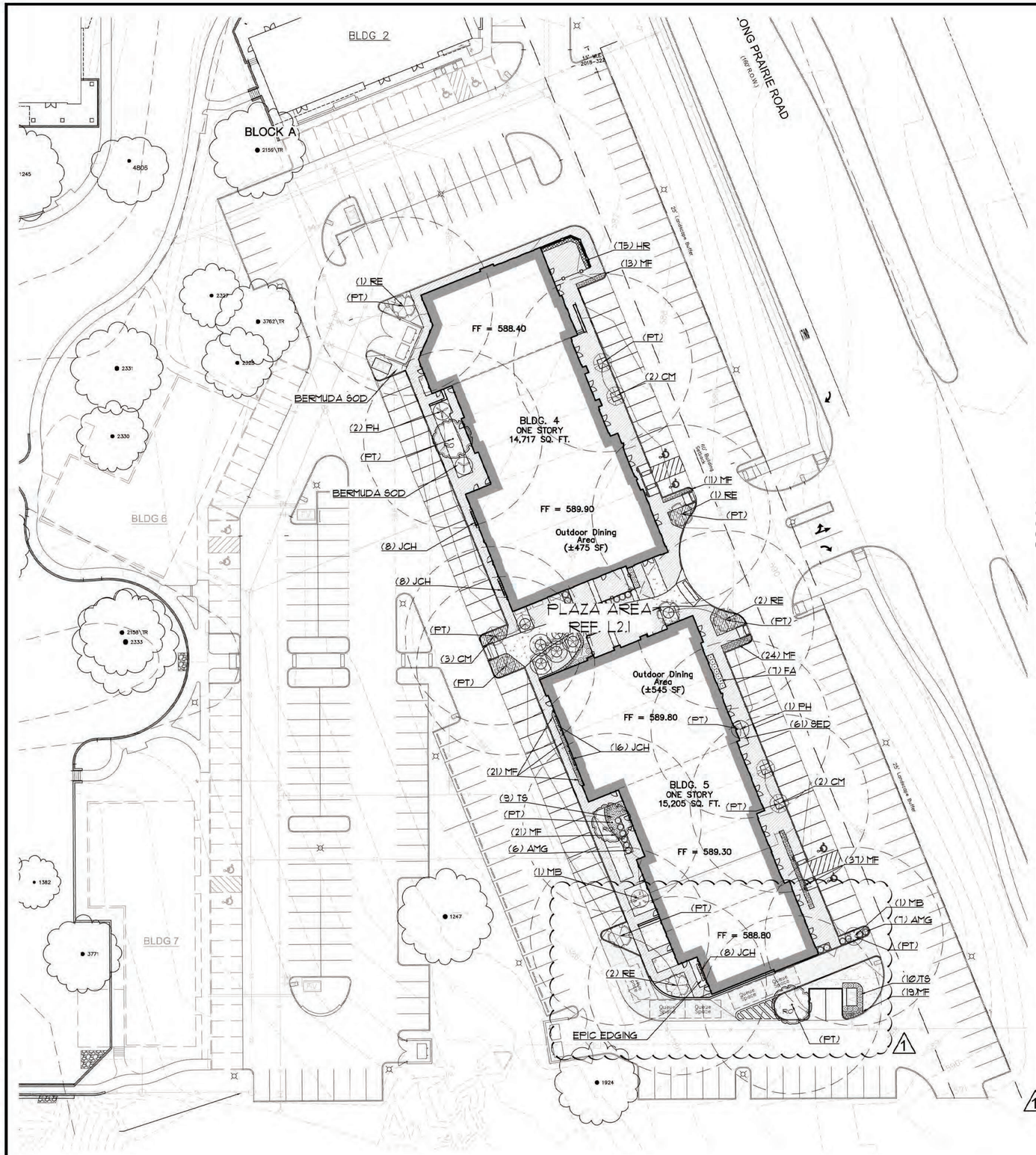
Drawn By:	JMB
Date:	01/07/2019
Scale:	1"=30'
Revisions:	
	03/13/2019
	04/15/2019
	05/20/2019
	06/12/2019
	10/22/2019
	06/25/2020

18351

CONCEPT SITE PLAN

LAKESIDE CROSSING, BUILDINGS 4 & 5

File: Z:\2018\18351\Drawings\CP & Const Plans\SHEETS\18351.DM
Plotted: 6/25/2020 8:53 AM, by Minns, Scott; Saved: 6/25/2020 8:52 AM, by smminns



NORTH

30 0 30 60 90 Feet

SCALE: 1"=30'

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

LAKESIDE CROSSING: STREET YARD TREES			
STANDARD	TOTAL STREET YARD (SQUARE FEET)	REQUIRED	PROVIDED
Above 10,000 s.f.=10 + 1 tree for every 2,500 s.f. after 10,000 s.f.	82,740 s.f. of Long Prairie Rd. street yard	39 trees (3" cal.)	48 trees (3" cal.) + 2 existing specimen
	61,206 s.f. of Northwood Dr. street yard	31 trees (3" cal.)	23 trees (3" cal.) + 9 existing specimen

LAKESIDE CROSSING BUILDING 4 & 5: STREET YARD TREES			
STANDARD	TOTAL STREET YARD (SQUARE FEET)	REQUIRED	PROVIDED
Above 10,000 s.f.=10 + 1 tree for every 2,500 s.f. after 10,000 s.f.	82,740 s.f. of Long Prairie Rd. street yard	39 trees (3" cal.)	n/a
	61,206 s.f. of Northwood Dr. street yard	n/a	n/a

LAKESIDE CROSSING: PARKING AREA LANDSCAPING			
STANDARD	# OF PARK. SPACES	REQUIRED	PROVIDED
90 s.f. per 12 spaces	466 parking spaces	3,495 s.f.	24,462 s.f.

LAKESIDE CROSSING BUILDING 4 & 5: PARKING AREA LANDSCAPING			
STANDARD	# OF PARK. SPACES	REQUIRED	PROVIDED
90 s.f. per 12 spaces	67 of 466 spaces	503 s.f. of 3,495 s.f.	1,391 s.f.

LAKESIDE CROSSING: PARKING AREA TREES			
STANDARD	# OF PARK. SPACES	REQUIRED	PROVIDED
1 per 10 parking spaces	466 parking spaces	47 trees (3" cal.)	50 trees See Note #3

LAKESIDE CROSSING BUILDING 4 &5: PARKING AREA TREES			
STANDARD	# OF PARK. SPACES	REQUIRED	PROVIDED
1 per 10 parking spaces	67 of 466 spaces	7 of 47 trees (3" cal.)	3 tree (3" cal.) 10 ornamental trees (14 out of 47 = 30%)

**All parking spaces to be located within a 50 ft. avg. of parking lot tree.

LAKESIDE CROSSING: PARKING AREA SCREENING			
STANDARD		Landscape berm or screening shrubs	PROVIDED
All head parking to be screened from street view		3' ht. screen	Screening shrubs (3' ht.)

LAKESIDE CROSSING BUILDING 4 & 5: PARKING AREA SCREENING			
STANDARD		Landscape berm or screening shrubs	PROVIDED
All head parking to be screened from street view		3' ht. screen	n/a

Lakeside Crossing Notes:

**TREE MITIGATION: (19) 3" cal. trees called out on lanscape plan as (MT).
**Note #1: Tree #319, 238, 240, 241, 242, 243 (1 credits each = 6 credits) + 7 new trees (3" cal.) = 13 landscape buffer trees
**Note #2: Tree #3163 (6 credits) + #2159 (6 credits) + #3162 (5 credits) + #2471 (4 credits) + #1924 (5 credits) + 47 new trees = 73 parking trees
**Note #3: Lakeside Crossing (Phase 1) Parking Lot Trees = 15 (3-inch) cal. trees + 3 existing trees + 3 ornamental trees = 21 parking lot trees
Lakeside Crossing Building 4 & 5 Parking Lot Trees = 3 (3-inch) cal. trees + 10 ornamental trees = 13 parking lot trees
Future Lakeside Crossing Phase Parking Lot Trees = 14 (3-inch) cal. trees + 2 existing trees = 16 parking lot trees
PARKING LOT TREE TOTAL: 21 trees + 13 trees + 16 trees = 50 parking lot trees

LEGEND

- (RO) RED OAK — *Quercus shumardii*
- (RB) RIVER BIRCH — *Betula nigra*
- (RE) RED BUD — *Cercis canadensis*
- (CM) CRAPEMYRTLE — *Lagerstromia indica*
- (PH) POSSUMHAW HOLLY — *Ilex verticillata*
- (MB) MEXICAN BUCKEYE — *Ungnadia speciosa*
- (AMG) ADAGIO MAIDEN GRASS — *Miscanthus sinensis 'Adagio'*
- (TS) DWARF TEXAS SAGE — *Leucophyllum frutescens 'Berlstar'*
- (FA) FLAME ACANTHUS — *Aniscantrus quadrifidus v. Wrightii*
- (MF) MEXICAN FEATHER GRASS — *Nassella tenuissima*
- (RY) RED YUCCA — *Hesperaloe parviflora*
- (HR) HORSETAIL REED — *Carex texensis*
- (SED) TEXAS SEDGE — *Carex texensis*
- (JCH) JOHN CLAYTON HONEYSUCKLE — *Lonicera sempervirens 'John Clayton'*
- SEASONAL COLOR
- BERMUDA SOD

PLANT LIST

QTY.	COMMON NAME	BOTANICAL NAME	SIZE	MIN. HT.	SPACE	REMARKS
3	RED OAK	Quercus shumardii	3" cal.	10'-12'	Per Plan	Single Trunk
5	RIVER BIRCH	Betula nigra	3" cal.	10'-12'	Per Plan	Multi-Trunk
6	RED BUD	Cercis canadensis	30gal.	7'-8'	Per Plan	Full
7	CRAPE MYRTLE	Lagerstroemia indica "Tuscarora"	30gal.	7'-8'	Per Plan	Multi-Trunk
3	POSSUMHAW HOLLY	Ilex verticillata	30gal.	7'-8'	Per Plan	Full
2	MEXICAN BUCKEYE	Ungnadia speciosa	15 gal.	5'-6'	Per Plan	Multi-trunk
29	ADAGIO MAIDEN GRASS	Miscanthus sinensis 'Adagio'	5 gal.	36"	Per Plan	Full
30	DWARF TEXAS SAGE	Leucophyllum frutescens 'Berlstar'	5 gal.	30"	2'-0"	Full
7	FLAME ACANTHUS	Aniscanthus quadrifidus v. wrightii	3 gal.	30"	Per Plan	Full
154	MEXICAN FEATHER GRASS	Nassella tenuissima	3 gal.	18"	2'-0"	Full
20	RED YUCCA	Hesperaloe parviflora	3 gal.	12"	3'-0"	Xeri
75	HORSETAIL REED	Equisetem hyemale	1 gal.	12"	3'-0"	Full
61	TEXAS SEDGE	Carex texensis	1 gal.	6"	12"	Full
40	JOHN CLAYTON HONEYSUCKLE	Lonicera sempervirens 'John Clayton'	1 gal.	6"	12"	Full
428	SEASONAL COLOR		4" pot	6"	Per Plan	Full
1 2,930	BERMUDA SOD		SQ. FT.			

LANDSCAPE PLAN

1 RELOCATED SOD AND PARKING TREES TO ACCOMODATE THE DRIVE-THRU ADDITION.

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

The John R. McAdams Company, Inc.
(DBA, G&A | McAdams)
111 Hillside Drive
Lewisville, Texas 75057
972. 436. 9712
201 Country View Drive
Roanoke, Texas 76262
940. 240. 7172
TBPE: 19162 TBPLS: 10194440
www.gacom.com
www.mcadamsco.com

MCADAMS

LAKESIDE CROSSING, BUILDINGS 4 & 5

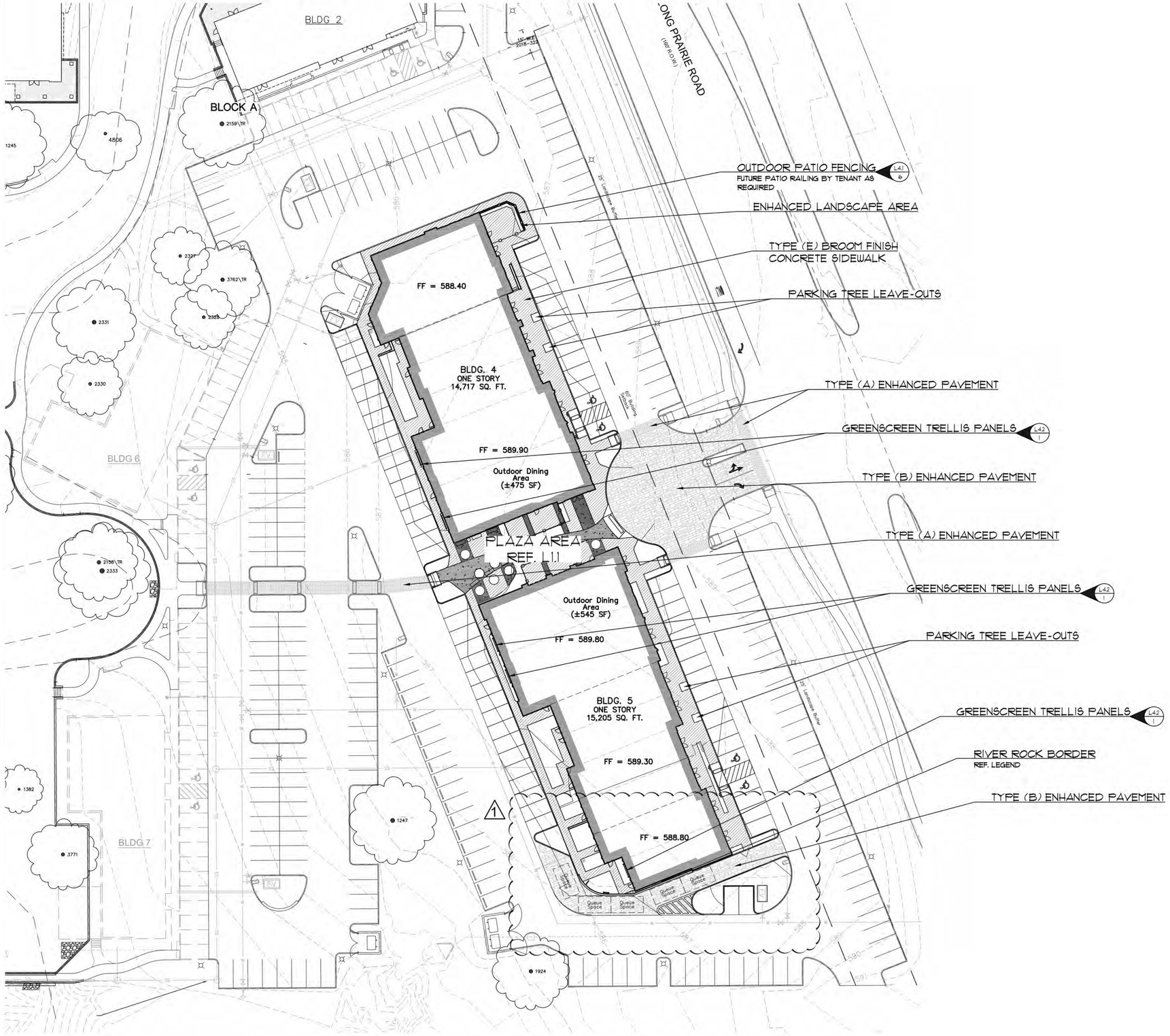
LAKESIDE CROSSING, BUILDINGS 4 & 5
Lot 4 & 5, Block A
3.040 Acres
in the
J.N. TANNEHILL SURVEY, ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

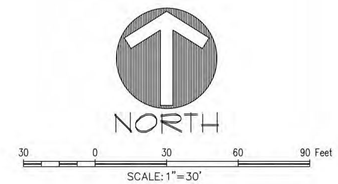
REGISTERED LANDSCAPE ARCHITECT
JAMESON R. PAGE
2826
STATE OF TEXAS
5/18/2020

Drawn By: MH
Date: 01/07/2019
Scale: 1"=30'
Revisions:
03/13/2019
04/15/2019
05/20/2019
06/12/2019
10/22/2019
05/18/2020

18351

CONCEPT LANDSCAPE PLAN





LEGEND

- TYPE (A) STAMPED AND STAINED PATTERN CONCRETE °
  PATTERN: COBBLESTONE
  COLOR: BASE - U28 LANON STONE
  RELEASE - R02 STORM GRAY
- TYPE (B) STAMPED AND STAINED PATTERN CONCRETE °
  PATTERN: TETRA STONE
  COLOR: BASE - U10 SONORAN TAN
  RELEASE - R04 WALNUT
- TYPE (C) STAMPED AND STAINED PATTERN CONCRETE °
  PATTERN: ROCK SALT TEXTURE
  COLOR: BASE - U28 CHARCOAL
  RELEASE - CLEAR LIQUID RELEASE
- TYPE (D) STAMPED AND STAINED PATTERN CONCRETE °
  PATTERN: ROCK SALT TEXTURE
  COLOR: BASE - F72 ARENA BUFF
  RELEASE - R23 SMOKE
- TYPE (E) BROOM FINISH CONCRETE SIDEWALK
- RIVER ROCK BORDER
  ALAMO STONE: MESA GREY (2" - 4") ∞

° BUTTERFIELD COLOR CONCRETE
625 W ILLINOISE AVE
AURORA, IL 60506
800.282.3388
www.butterfieldcolor.com

∞ ALAMO STONE
DIANE COLLIER GROUP
214.238.3100
COLLIERSGROUPTX.COM

⚠1 EXTENDED ENHANCED PAVEMENT TYPE 'B' TO THE NEW LIMITS OF THE DRIVE-THRU ADDITION.

CONCEPT HARDSCAPE PLAN

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

The John R. McAdams Company, Inc.
(DBA, G&A | McAdams)
111 Hillside Drive
Lewisville, Texas 75057
972.436.9712
201 Country View Drive
Roanoke, Texas 76262
972.462.0102
TBPE: 19762 TBPLS: 10194440
www.gacom.com
www.mcadamsco.com

McADAMS

LAKESIDE CROSSING, BUILDINGS 4 & 5

Lot 4 & 5, Block A
3.040 Acres
in the
JN. TANNEHILL SURVEY, ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

REGISTERED LANDSCAPE ARCHITECT
JAMESON R. PRUITT
2826
STATE OF TEXAS
5/18/2020

Drawn By: MH
Date: 01/07/2019
Scale: 1"=30'
Revisions:
03/13/2019
04/15/2019
05/20/2019
06/12/2019
10/22/2019
⚠ 05/18/2020

18351

CONCEPT HARDSCAPE PLAN

File: J:\2018\18351\Drawings\PP & Const Plans\18351CH.dwg
Plotted: 5/18/2020 1:28 PM, by Dave, Jonathan - Saved: 5/18/2020 5:19 PM, by adam

TOWN COUNCIL AGENDA ITEM NO. 17

REGULAR ITEM

DATE: August 17, 2020

FROM: Tommy Dalton, Assistant Town Manager

ITEM: **Public Hearing to consider an ordinance amending the Land Development Regulations (LDR19-0011 – Underground Utilities) by eliminating Section 90-423 entitled "Underground Utilities," of the Town's Code of Ordinances, and amending Chapter 82 entitled "Development Standards" by adding a new Article VII entitled "Underground Utilities" to create new definitions and standards for underground utilities within the Town of Flower Mound. (*The Planning and Zoning Commission recommended approval by a vote of 5 to 0 at its August 10, 2020, meeting*.)**

SUMMARY DATA:

- This is a Town-initiated item to amend the Town's Land Development Regulations to provide updates to the definitions and standards for underground utilities, and to relocate the standards from Chapter 90 (subdivisions) to Chapter 82 (development standards).

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: Alicia Kreh, 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: August 10, 2020

FROM: Tommy Dalton, Assistant Town Manager

ITEM: **Public Hearing to consider an ordinance amending the Land Development Regulations (LDR19-0011 – Underground Utilities) by eliminating Section 90-423 entitled "Underground Utilities," of the Town's Code of Ordinances, and amending Chapter 82 entitled "Development Standards" by adding a new Article VII entitled "Underground Utilities" to create new definitions and standards for underground utilities within the Town of Flower Mound.**

I. ITEM SUMMARY

This Town-initiated item proposes to amend the Town's Land Development Regulations to provide updates to the definitions and standards for underground utilities, and to relocate the standards from Chapter 90 (subdivisions) to Chapter 82 (development standards).

This item will require final action by the Town Council, which is scheduled for August 17, 2020.

II. APPLICATION ANALYSIS

Background: Underground utilities have been an ongoing topic of discussion since the last update of the ordinance on December 5, 2005. During the 2018 Strategic Planning Session on July 17, 2018, Town Council gave staff direction to evaluate the Town's underground utility requirements and bring forward necessary amendments. Staff presented an update to the Council at their June 19, 2020 Strategic Planning Session and received direction to bring forward the changes.

The Town first adopted its underground utility ordinance in 1995. The Town's SMARTGrowth program was adopted in 2002, and included the requirement that "all on-site utility-distribution facilities are designed to be placed underground, including the landwire distribution facilities of electrical, cable, telephone and telecommunications providers." However, the 1995 ordinance still contained an exception for existing overheard utilities.

The Town's underground utility ordinance was updated in 2005 to address the conflicts between the intent of the Town's SMARTGrowth program and the 1995 ordinance.

Although the 2005 update didn't explicitly include overhead utilities within public right-of-way (ROW), the ordinance's intent was to include them. The proposed ordinance makes ROW inclusion explicit.

Historically, exceptions to the standard have come forward due to cost, or poor aesthetics (more poles had to be erected). All but two of the exceptions have been approved (see Attachment 1). Regardless, since the adoption of the standards in 1995, all new service lines interior to a development have been placed underground.

The underground utility ordinance is complicated by the fact that, under State statutes, an ordinance cannot require utility providers such as Oncor or CoServ to bury their facilities. However, an ordinance can require developers to relocate overhead utilities that serve their development underground. For example, if a new development has existing utility poles along its frontage, the Town can require the developer to relocate those utilities underground. Whereas, if Coserv is making improvements to their system, the Town cannot force Coserv to underground those improvements. The Town could pay the difference to place the utilities underground, if Coserv allows the lines to be buried.

Another complication is that the Town cannot force a developer to underground off-site utilities. For example, if a development is being proposed that requires Oncor to extend electrical to the site, the developer is only responsible for undergrounding the utilities along their frontage and within their property. The Town would need to participate in the cost in order to underground the extension between the proposed development and the utility's point of origin.

The final complication is that regardless of the circumstance, if the utility provider will not allow the utility to be buried, the Town cannot make burial of the line a condition of development. The utility provider has ultimate domain over their infrastructure which cannot be superseded by the Town. For example, if a development is being proposed along a State roadway, which are typically major arterials that contain a large number of utilities, CoServ and Oncor generally prefer the utilities to be overhead. The primary reason is due to limited space within the TxDOT ROW. Otherwise, they have to acquire an easement on private property which drives up costs and ultimately impacts utility rates. In this case, the utility provider may not allow the line to go underground, and if an exception is not granted by the Town, the property is undevelopable. That would result in legal exposure for the Town.

Proposed Ordinance: The proposed ordinance (Attachment 2) clarifies that it's applicable to "development applications for master plan amendments, zoning amendments, development plans, record plats, specific use permits, and site plans. Routine repair and maintenance activities are exempted, as are amended plats, replats that do not increase residential density, and amended site plans."

The proposed ordinance also requires a developer to detail the location of any existing overhead lines, and if none are present, identify how service will be provided to the development.

The ordinance details the exception process and provides the Planning and Zoning Commission, and Town Council options for alternative requirements should they wish to grant an exception.

Finally, if the developer provides a written letter from the utility provider stating that the lines cannot be placed underground, they are not required to seek an exception. Again, the utility provider has ultimate domain over how they provide their service. If they will

not allow the lines to be buried, it stands to reason to not require an exception that must be approved.

III. CORRESPONDENCE

The Town Code requires public notice in a newspaper of general circulation (Denton Record Chronicle). At the time this report was written, the Town had not received any correspondence regarding this item.

IV. ATTACHMENTS

1. Prior Exception Requests
2. Current Underground Utility Ordinance
3. Draft Standards

	Project No.	Name	TC Meeting	Action / Ord.
1.	**RC07-06**	Plaza at Towne Center	12/04/06	Approved, subject to execution of Development Agreement for dedicating easement and construction of underground sleeve, pipe, or conduit for future undergrounding, with acceptance letter from utility—prior to CO
2.	**SUP/SP 341-06 (SP amendment)**	Firestone – Victory Park	07/16/07	Approved
3.	**SP27-07**	Struttura di Lelujo	11/19/07	Approved
4.	**SP41-06 (SP amendment)**	Old Settlers Montessori	12/03/07	Approved, subject to execution of Development Agreement at a future meeting re conduit for future undergrounding
5.	**SP01-09**	Edward S. Marcus High School Stadium	07/20/09	Approved
6.	**SP06-09**	Masjid al Noor	09/21/09	Approved, subject to execution of Development Agreement deferring burial to next phase
7.	**DP07-07**	Vilamoura	09/21/09	Denied
8.	**SP11-09**	Flower Mound High School Locker Room	10/05/09	Denied
9.	**-**	2461 Sherri Lane	09/19/11	Approved
10.	**SP12-11**	First Security Bank	03/05/12	Approved
11.	**RP11-12**	Post Oak West	11/05/12	Approved
12.	**-**	3100 Wager Road	02/18/13	Approved
13.	**ZPD05-12**	Kids R Kids	04/01/13	Approved with Ord 14-13
14.	**ZPD14-0003**	Hunter's Glen	04/07/14	Approved Fireside & Firewheel locations (not Arrowhead) with Ord 15-14
15.	**SP14-0002**	South Texas Parts	04/07/14	Approved
16.	**RP14-0009**	Plaza de las Flores	06/16/14	Approved
17.	**SP14-0018**	DFW North Distrib. Ctr II	08/04/14	Approved
18.	**RP14-0022**	Post Oak West	12/15/14	Approved
19.	**ZPD15-0002 (PD amendment)**	Hunter's Glen	02/16/15	Approved Arrowhead with Ord 11-15
20.	**MISC15-0002**	Parkside at Woodlake	08/03/15 08/17/15	Denied 08/03/15; Reconsidered and Approved 08/17/15
21.	**ZPD15-0014**	Red Hawk	03/21/16	Approved with Ord 16-16
22.	**ZPD16-0008**	Prairie Plaza	11/21/16	Approved with Ord 60-16
23.	**DP16-0003**	Bradford Park	12/19/16	Approved
24.	**ZPD16-0011 (PD amendment)**	Timber Creek Medical	02/20/17	Approved with Ord 05-17
25.	**ZPD16-0013**	Traditions of Flower Mound	10/02/17	Approved with Ord 37-17
26.	**ZPD17-0014**	Tinley Park	04/16/18	Approved with Ord 12-18
27.	**SP17-0022**	Flower Mound Church of Christ	05/21/18	Approved
28.	**MISC19-0001**	Lakeside Crossing	02/18/19	Approved (guy wire)

Sec. 90-423. - Underground utilities.

All existing overhead utilities, save and except transmission facilities identified herein below, and all new utility extensions shall be placed underground in conjunction with the development or redevelopment of a property, subject to the following provisions:

(1) Each of the utility companies shall be responsible for developing administrative policies and cost reimbursement procedures for the installation and extension of their underground utilities. Nothing in this section shall prohibit or restrict any utility company from recovering the difference in cost of overhead facilities and underground facilities in accordance with the provisions of such utility company's approved tariff. No utility company shall be required to begin construction of underground facilities unless and until the customer, owner, developer and/or party requesting such facilities has made arrangements satisfactory to the specific utility company for the payment of such difference between the cost of overhead utilities and underground facilities.

(2) All electrical, telephone, data transmission, and cable television support equipment (transformers, amplifiers, switching devices, etc.) necessary for underground installation shall be pedestal- and/or pad-mounted or placed underground, and the difference in cost of such facilities shall be paid to the installing utility in accordance with provisions established in subsection (a)(1).

(3) In those cases where temporary overhead service is necessary (e.g., emergency repairs, construction field offices, etc.) these installations shall not be in service for a period exceeding six months.

(4) Transmission facilities as indicated in exhibit A are not required to be placed underground upon the development or redevelopment of the properties containing such facilities.

(5) Exceptions to the standards contained in this section may be granted by the town council subsequent to a public hearing scheduled upon request of the owner or developer.

(Code 1989, ch. 12, § 4.11; Ord. No. 93-05, § 2, 12-5-2005)

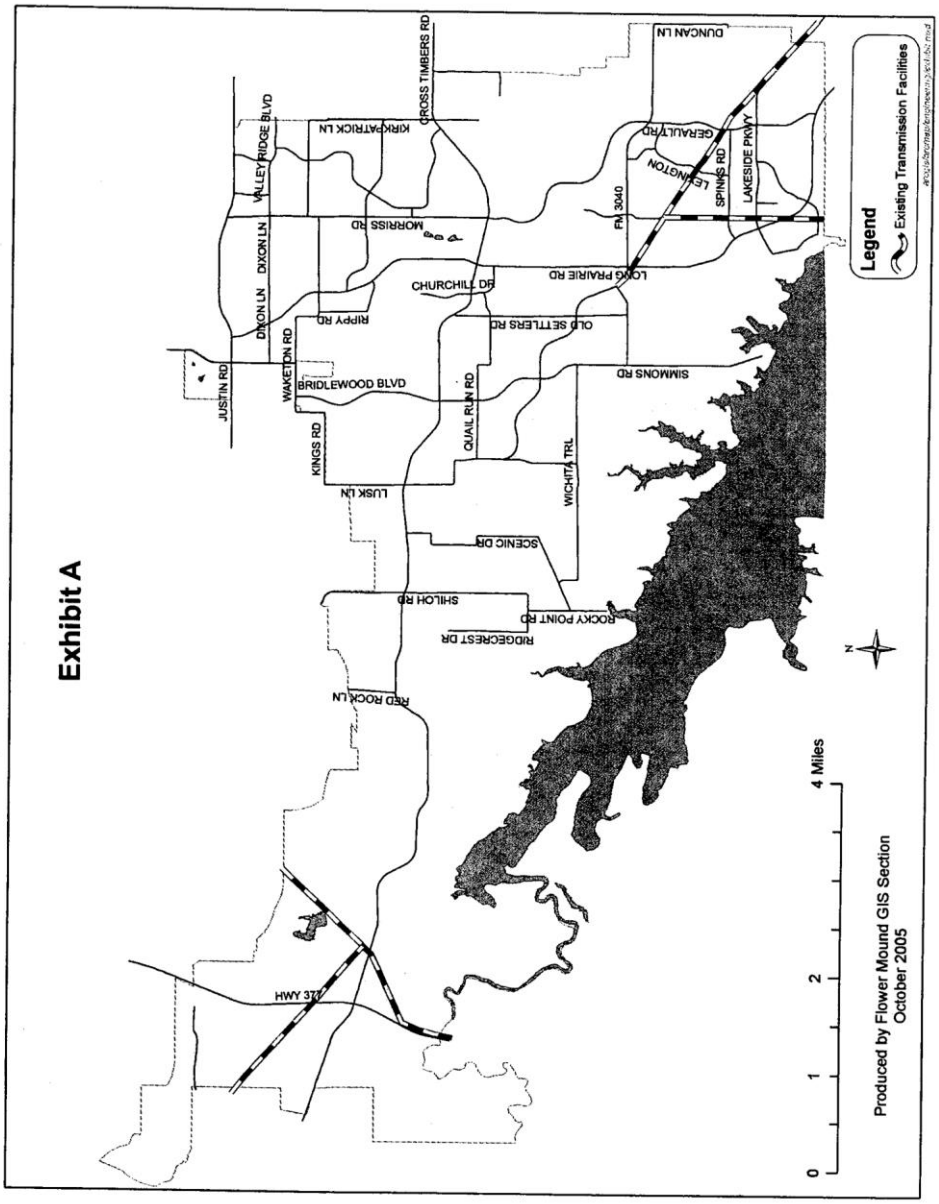


Exhibit A
JUSTIN RD
DIXON LN
DIXON LN
VALLEY RIDGE BLVD
WAKETON RD
BRIDLEWOOD BLVD
KINGS RD
LUSK LN
RIPPY RD
MORRISS RD
KIRKPATRICK LN
CROSS TIMBERS RD
CHURCHILL DR
QUAIL RUN RD
OLD SETTLERS RD
LONG PRAIRIE RD
FM 3040
LEBANGTON
GERAULT RD
SPINKS RD
LAKESIDE PKWY
DUNCAN LN
SIMMONS RD
WICHITA TRL
SCENIC DR
SHILOH RD
ROCKY POINT RD
RIDGECREST DR
RED ROCK LN
HWY 377
Legend
Existing Transmission Facilities
0
1
2
4 Miles
N
Produced by Flower Mound GIS Section
October 2005

Exhibit A

Sub-part B – Land Development Regulations

Chapter 82 – Development Standards

Article VII – Underground Utilities *[New Article]*

Sec. 82-374. - Definitions.

1) The following definitions shall be used for the purpose of this Section:

    a. "Development" shall mean any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, paving, drainage, or utilities. Development activities include: subdivision of land and construction or alteration of structures, roads, utilities, or other facilities.

    b. "Utility" shall mean any franchise or utility company that provides its services through overhead infrastructure that includes poles with lines, cables, or wires. This typically includes franchises and utility companies that provide electric, cable, telephone, or communication services.

    c. "Additional Landscaping" shall mean stone or masonry planter beds with low ground cover and small shrubs or ornamental grasses incorporated into a minimum of twenty percent (20%) of the required street buffer landscaping area, as defined in Section 82-242.

    d. "Main-line Feeders" shall mean those electrical lines that emanate from substations to distribute electric power throughout an area and operate at a distribution voltage.

Sec. 82-375. - Applicability.

1. This Article applies to development applications for master plan amendments, zoning amendments, development plans, record plats, specific use permits, and site plans. Routine repair and maintenance activities are exempted, as are amended plats, minor plats, replats that do not increase residential density or involving four or fewer lots, and amended site plans.

2. This Article shall not be applicable to development applications identified in Section 98-72 (a) of the Town's SMARTGrowth Program.

3. This ordinance does not apply to utility line work performed by, or caused to be performed by, a Utility for system improvements including the establishment, operations and maintenance of overhead Main-line Feeders that are not directly associated with the applications identified in Section 82-375 (1).

Sec. 82-376. - Standards.

1. After the effective date of this ordinance, all existing overhead utilities, save and except transmission facilities identified herein below, shall be placed underground in conjunction with

the development of property, and prior to the Town's acceptance of the subdivision, subject to the following provisions:

a. Each Utility shall be responsible for developing administrative policies and cost reimbursement procedures for the installation and extension of their underground utilities. Nothing in this section shall prohibit or restrict any Utility from recovering any excess cost incurred by the Utility in connection with this ordinance. No Utility shall be required to begin construction of underground facilities unless and until the customer, owner, developer and/or party requesting such facilities has made arrangements satisfactory to the specific Utility for the payment of such difference between the cost of overhead utilities and underground facilities.

b. Development applications shall indicate in writing and on the face of the proposed plans whether existing utilities are present on, or adjacent to, the proposed development.

c. If existing utilities are not present on, or adjacent to, the development, the applicant shall detail where proposed utilities will be extended from.

d. The developer shall be responsible for relocating utilities underground whether they are located on the land proposed for development or in the public right-of-way adjacent and contiguous with the land proposed for development.

e. If utilities must be extended to the development, the developer is responsible for placing utilities underground along the property frontage adjacent and contiguous with the land proposed for development.

f. All Main-line Feeders (those providing service to the general area), may be constructed, maintained, and operated utilizing overhead facilities. Portions of a Main-line Feeder adjacent to and parallel with the property line of a new development shall be placed underground barring any physical, engineering, or operational constraints, as determined by the Utility, and in accordance with provisions established in subsection (a) of this section.

g. All electrical, telephone, data transmission, and cable television support equipment (transformers, amplifiers, switching devices, etc.) necessary for underground installation shall be pedestal- and/or pad-mounted or placed underground, and the difference in cost of such facilities shall be paid to the installing utility in accordance with provisions established in subsection (a).

h. Transmission facilities as indicated in exhibit A are not required to be placed underground upon the development of the properties containing such facilities.

Sec. 82-376. - Exceptions.

1. The developer may request an exception to the standards contained in this section subject to the following conditions:

a. Requests for an exception must be made in writing and detail the reasons for the exception.

b. The developer shall prepare exhibits that illustrate the impact of granting versus not granting the exception. Such exhibits shall include plan view and perspective drawings. The Town Manager, or their designee, may require additional exhibits or drawings that help illustrate the impact of the request.

c. The town council, after a public hearing and upon receiving a recommendation by the planning and zoning commission, may grant an exception. However, town council may require additional development standards in consideration of the exception to mitigate the visual impact of overhead utilities. Additional development standards may include, but are not limited to, the installation of Additional Landscaping, relocation of the overhead utility poles and lines internal to the site in order to reduce visibility along roadways, and screening of associated equipment such as substations, switches, meters, and transformers.

2. A developer is exempt from the burial requirement set forth in this article if the Utility submits a signed letter to the Town Manager, or his designee, stating that the Utility will not allow the utility lines to be buried.

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF TOWN COUNCIL THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 90, "SUBDIVISIONS" OF THE TOWN'S CODE OF ORDINANCES, BY ELIMINATING SECTION 90-423 "UNDERGROUND UTILITIES;" AMENDING CHAPTER 82 "DEVELOPMNET STANDARDS" AND BY ADDING ARTICLE VII "UNDERGROUND UTILITIES;" PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town of Flower Mound previously updated Section 90-423 to the Code of Ordinances, as amended, updating minimum standards for underground utilities in the Town; and

WHEREAS, the Town Council of the Town of Flower Mound previously adopted Chapter 82, Development Standards, of Subpart B, Land Development Regulations, of the Town of Flower Mound Code of Ordinances, as amended, establishing regulations for development of real property within the Town; and

WHEREAS, the Town Council has previously found and determined that underground utility regulations seek to facilitate the placement of existing overhead facilities and new facilities underground in conjunction with the development or redevelopment of property; and

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on August 10, 2020, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on August 17, 2020, with respect to the amendments described herein; and

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Texas Local Government Code, Chapter 78 of the Town's Land Development Regulations, and all other laws dealing with notice, publication, and procedural requirements for the approval of a Land Development Regulations Amendment; and

WHEREAS, the Town Council finds that the amendments to Chapter 90, and Chapter 82 as outlined herein are in the best interest of the Town of Flower Mound and will promote the health, safety, and general welfare of the citizens of the Town of Flower Mound and the general public.

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

SECTION 1

Section 90-423 "Underground utilities" of Division 7, "Utilities," of Article VI, "Standards," of Chapter 90 of the Code of Ordinances, Town of Flower Mound, Texas, is deleted in its entirety.

SECTION 2

Article VII, "Underground utilities," is hereby added to Chapter 82, “Development Standards,” of the Code of Ordinances, Town of Flower Mound, Texas, to read as follows:

“ARTICLE VII. – UNDERGROUND UTILITIES

Sec. 82-374. - Definitions.

1. The following definitions shall be used for the purpose of this Section:

    a) “Development” shall mean any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, paving, drainage, or utilities. Development activities include: subdivision of land and construction or alteration of structures, roads, utilities, or other facilities.

    b) “Utility” shall mean any franchise or utility company that provides its services through overhead infrastructure that includes poles with lines, cables, or wires. This typically includes franchises and utility companies that provide electric, cable, telephone, or communication services.

    c) “Additional Landscaping” shall mean stone or masonry planter beds with low ground cover and small shrubs or ornamental grasses incorporated into a minimum of twenty percent (20%) of the required street buffer landscaping area, as defined in Section 82-242.

    d) “Main-line Feeders” shall mean those electrical lines that emanate from substations to distribute electric power throughout an area and operate at a distribution voltage.

Sec. 82-375. - Applicability.

1. This Article applies to development applications for master plan amendments, zoning amendments, development plans, record plats, specific use permits, and site plans. Routine repair and maintenance activities are exempted, as are amended plats, minor plats, replats that do not increase residential density or involving four or fewer lots, and amended site plans.

2. This Article shall not be applicable to development applications identified in Section 98-72 (a) of the Town’s SMARTGrowth Program.

3. This ordinance does not apply to utility-line work performed by, or caused to be performed by, a Utility for system improvements including the establishment, operations, and maintenance of overhead Main-line Feeders that are not directly associated with the applications identified in Section 82-375 (1).

Sec. 82-376. - Standards.

1. All existing overhead utilities, save and except transmission facilities identified herein below, shall be placed underground in conjunction with the development of property, and prior to the Town’s acceptance of the subdivision, subject to the following provisions:

a) Each Utility shall be responsible for developing administrative policies and cost reimbursement procedures for the installation and extension of their underground utilities. Nothing in this section shall prohibit or restrict any Utility from recovering any excess cost incurred by the Utility in connection with this ordinance. No Utility shall be required to begin construction of underground facilities unless and until the customer, owner, developer, and/or party requesting such facilities has made arrangements satisfactory to the specific Utility for the payment of such difference between the cost of overhead utilities and underground utilities.

b) Development applications shall indicate in writing and on the face of the proposed plans whether existing utilities are present on, or adjacent to, the proposed development.

c) If existing utilities are not present on, or adjacent to, the development, the applicant shall detail where proposed utilities will be extended from.

d) The developer shall be responsible for relocating utilities underground whether they are located on the land proposed for development or in the public right-of-way adjacent and contiguous with the land proposed for development.

e) If utilities must be extended to the development, the developer is responsible for placing utilities underground along the property frontage adjacent and contiguous with the land proposed for development.

f) All Main-line Feeders that provide service to the general area may be constructed, maintained, and operated utilizing overhead facilities. Portions of a Main-line Feeder adjacent to and parallel with the property line of a new development shall be placed underground barring any physical, engineering, or operational constraints, as determined by the Utility, and in accordance with provisions established in subsection (a) of this section.

g) All electrical, telephone, data transmission, and cable television support equipment (transformers, amplifiers, switching devices, etc.) necessary for underground installation shall be pedestal- and/or pad-mounted or placed underground. The difference in cost of such facilities shall be paid to the installing Utility in accordance with provisions established in subsection (a).

h) Transmission facilities as indicated in Exhibit A are not required to be placed underground upon the development of the properties containing such facilities.

Sec. 82-377. - Exceptions.

1. The developer may request an exception to the standards contained in this section subject to the following conditions:

    a. Requests for an exception must be made in writing and detail the reasons for the exception.

b. The developer shall prepare exhibits that illustrate the impact of granting versus not granting the exception. Such exhibits shall include plan view and perspective drawings. The town manager, or their designee, may require additional exhibits or drawings that help illustrate the impact of the request.

c. The town council, after a public hearing and upon receiving a recommendation by the planning and zoning commission, may grant an exception. However, town council may require additional development standards in consideration of the exception to mitigate the visual impact of overhead utilities. Additional development standards may include, but are not limited to, the installation of Additional Landscaping; relocation of the overhead utility poles and lines internal to the site in order to reduce visibility along roadways; and screening of associated equipment such as substations, switches, meters, and transformers.

2. A developer is exempt from the burial requirement set forth in this article if the Utility submits a signed letter to the town manager, or their designee, stating that the Utility will not allow the utility lines to be buried.

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

All rights and remedies of the Town of Flower Mound are expressly saved as to any and all violations of the provisions of the Code of Ordinances as amended or revised herein, or any other ordinances affecting the matters regulated herein which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both

civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 7

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

SECTION 8

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ___ TO ___, ON THIS THE 17TH DAY OF AUGUST, 2020.

APPROVED:

_____

Steve Dixon, **MAYOR**

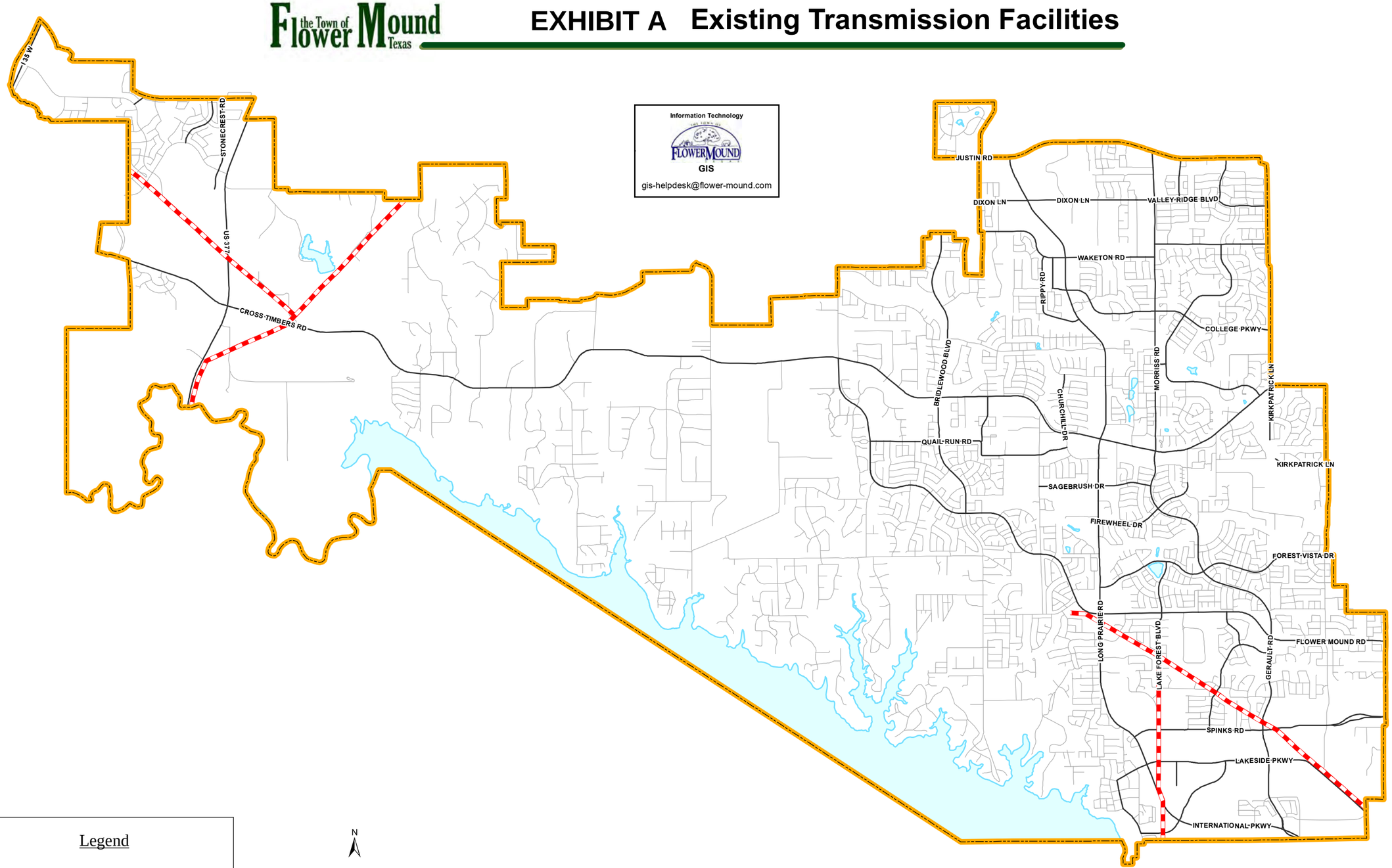
ATTEST:

_____

Theresa Scott, **TOWN SECRETARY**

Existing Transmission Facilities - Aug 2020

EXHIBIT A Existing Transmission Facilities



Existing Transmission Facilities - Aug 2020

TOWN COUNCIL AGENDA ITEM NO. 18

REGULAR ITEM

DATE: August 17, 2020

FROM: Lexin Murphy, Director of Planning Services

ITEM: **Public Hearing to consider an ordinance amending the Land Development Regulations (LDR20-0003 – Informational Sign Requirements) by amending Chapter 78 entitled "Administration" and Chapter 94 entitled "Trees," 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 by a vote of 5 to 0 at its August 10, 2020, meeting.)***

SUMMARY DATA:

- This is a Town-initiated item to amend the Town's Land Development Regulations to update the content and posting requirements for informational public notice signs, which would include signs providing notification of requested zoning changes or tree removal permits.

- Town Council directed staff during the June 21, 2019, Strategic Planning Session to investigate the possibility of the Town making public notice signs ourselves and charging a fee for the signage. As such, the proposed ordinance amendment also includes the addition of a $200 Public Notice Sign fee.

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

ATTACHMENTS:

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

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

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

PLANNING AND ZONING COMMISSION

AGENDA ITEM NO: 7

REGULAR ITEM

DATE: August 10, 2020

FROM: Lexin Murphy, Director of Planning Services

ITEM: **Public Hearing to consider an ordinance amending the Land Development Regulations (LDR20-0003 – Informational Sign Requirements) by amending Chapter 78 entitled "Administration" and Chapter 94 entitled "Trees," of the Town's Code of Ordinances to update the requirements and process for posting informational signs on subject properties.**

I. ITEM SUMMARY

This Town-initiated item proposes to amend the Town's Land Development Regulations to update the content and posting requirements for informational public notice signs, which would include signs providing notification of requested zoning changes or tree removal permits.

This item will require final action by the Town Council, which is scheduled for August 17, 2020.

II. APPLICATION ANALYSIS

The content and placement of zoning notification signs was first brought up for discussion by the Planning and Zoning Commission (P&Z) during their Business Retreat on March 29, 2019. P&Z requested that staff look into the requirements for zoning signs, including wording, minimum street frontage per sign, setback distances, font size and color requirements. In order to gather comparison information, staff reached out to the Town's benchmark cities and inquired how they addressed public notice signage for zoning cases. This information has been summarized in Attachment 1 and was presented to P&Z on June 10, 2019 (web link).

This topic came up again on June 21, 2019, during Town Council's Strategic Planning Session (web link). Council was supportive of the potential changes P&Z had inquired about and also asked staff to look into the pros and cons of the Town making public notice signs ourselves and selling them to applicants.

After meeting internally with the staff members that handle sign fabrication to get their input and recommendations, a mock-up of what a zoning sign would look like using the newly determined standards was presented to P&Z during a work session on March 9, 2020 (web link).

The Planning and Zoning Commission had the following feedback:

- Recommend Town staff fabricate the newly designed public notice signage in order to ensure consistency across projects.
- Consider incorporating mounting standards for the signs into the ordinance.
- Recommend obtaining feedback from the Environmental Conservation Commission (ECC) on the potential for adopting similar standards in Chapter 94 of the Town's Code to address Tree Removal Permit notification signage.

The first two items have been incorporated into the Draft Redline Ordinance (Attachment 2). Staff presented a draft version of the revised sign standards to the ECC on August 4, 2020. They were supportive of the changes and recommended moving them forward along with the current ordinance amendment for zoning notification signs.

III. CORRESPONDENCE

The Town Code requires public notice in a newspaper of general circulation (Denton Record Chronicle). At the time this report was written, the Town had not received any correspondence regarding this item.

IV. ATTACHMENTS

1. Benchmark City Comparison
2. Draft Redline Ordinance

	Carrollton	Colleyville	Coppell	Denton	Frisco	Grapevine	Keller	McKinney	North Richland Hills	Richardson	Southlake
What are your requirements for posted zoning signs?	The City posts signs for the property owner. The sign is roughly 2x2 and provides our phone number for people to call about the proposed zoning changes.	The Administrative Official is directed to cause a sign to be placed upon the property clearly visible to passersby, which states that the property is the subject of a rezoning application (or words of like intent). The sign shall be posted at least ten (10) days prior to the hearing and shall remain posted until the hearing. Failure to perform this particular notice provision shall, however, in no way prevent the Planning and Zoning Commission from hearing the application and disposing of the issues involved on the hearing date.	Answered in subsequent zoning sign questions.	See next answers.	Please refer to the Zoning Sign Criteria and Zoning Sign Design Diagram.	WE PROVIDE THE SIGNS AND WE PLACE THEM AND PICK THEM UP.		I have attached the packet that we have that has all of the requirements for posting zoning signs.	City Staff maintains a set of public hearing signs and posts them the same day public hearing notices and newspaper notices are sent.	City posts them but they are not required by ordinance.	Our public hearing signs are posted by staff.
Is there specific wording you require applicants to use?	N/A	The City has possession of signs and staff posts the sign. (Figure 1)	We supply the metal signs (Zoning Change Pending with Phone#) – they borrow them from us, with a $200 deposit, which is refunded when the sign is returned to us, in decent condition.	Yes. I have attached a copy of our Public Hearing Posting instruction sheet which we provide to all applicants.	Yes, please see links above.	SEE ATTACHED (Figure 2)		See attached	N/A	A standard metal sign created by Traffic Dept that says Zoning Change Request with the case number listed and a phone number.	Staff will write the case number and case type on the sign for reference. We use affordable "yard" type signs that can be recycled. We use white duct tape... it's cheap but effective.
Is there a maximum amount of street frontage per sign, and if there is more frontage than that included in the zoning request, does it requires more than one sign?	No maximum street frontage, however parcels that have frontage on two streets (not on a corner) two signs will be posted.	At least one sign is required, but any necessary number of signs to make it visible to the public from a street view.	Generally, only one sign is required – case by case basis	Yes. A sign is required every 500 linear feet of frontage, if the lot has more than one frontage.	No.	WE JUST TRY TO PUT THEM ON EACH ROAD FRONTAGE, IF PARTICULARLY LARGE LOTS WE WILL PUT UP MULTIPLE SIGNS	The frontage allowed is usually 600' if it exceeds that then there may be an additional sign.	See attached	There is nothing codified, staff makes a case by case determination. Multiple signs are often used for large or complicated parcels.	We typically just place on sign per street frontage. Maybe 2 if it is extremely long frontage	We often use multiple signs strategically placed for maximum exposure. It's a judgement call made by staff.
Are there street setback distance maximums for zoning signs?	Cannot obstruct views, but no specific setback distance.	No, but it should not create a traffic hazard or obstruction.	Just needs to be visible	No setback maximum, but signs must be visible and legible from adjacent rights-of-way. And applicant has to provide pictures and an affidavit verifying that signs are up, so that we have the option to check to ensure that the signs are visible.	Yes, please see links.	No.	We do not have street setbacks, it just has to be placed somewhere on the owner's private property.	See attached	No.	They are usually in the parkway within about 5-10' of the curb.	No. And they are not tall enough to cause a sight triangle hazard.
Are there font size and color requirements for zoning signs?	N/A	No.	See previous answer.	Yes. See attached.	Yes, please see links in previous answer.	SEE ATTACHED (Fig. 2)	We do have requirements regarding the letters on the signs, and the color. The font size usually cannot exceed 4" in height for some signs such as movement control and unified lot signs. We allow a 24" for canopy signs. For the color, the UDC states that it has to match the building material in color for most signs.	See attached	No, only that the sign must "have a total area of at least four square feet".	They are standard signs that get reused. The only change out is the case number which is printed at the same size by the Traffic Dept.	No. I will send you a follow up email with vendor information in case that is helpful to you. We order our signs with a pre-printed template, then add the case number/type info as needed.

Fig. 1

Fig. 2

MINIMUM REQUIREMENTS

OVERALL SIZE OF SIGN:	18 INCHES BY 24 INCHES
LETTER SIZE:	THE WORD "NOTICE" – 2 INCHES ALL OTHER WORDS – 1 1/2 INCHES
FOR INFORMATION CONTACT:	SUSAN BATTE 817-410-3155

Sec. 78-1. – Application fees

(a) All fees due to the Town in relation to project application, review, or processing are set forth in the fee schedule contained within appendix A of this Code. There may be additional fees charged by third party reviewers, but paid to the Town by the applicant, as documented in the relevant sections of the Code.
(b) Second round project review comments shall not be provided to the applicant until all outstanding applicable fees have been paid.
(c) No project shall be deemed approved until the applicant has paid all required fees.

Sec. 78-152. - Informational signs.

Upon the filing of an application to amend the comprehensive master plan land use category or the zoning on a lot or tract of land or property, or for the issuance of a specific use permit relative thereto, or the issuance of an outdoor lighting waiver, the owner/developer/applicant shall be required to place an informational sign on such lot or tract of land ~~or property.~~ Second round project review comments will not be provided to the applicant until the sign is posted (and the posting is documented) ~~within five days after the date the application was filed~~ as follows:

(1) The size of the sign shall be ~~three~~ four feet by four feet and be made out of aluminum or 10 mm thick fluted polypropylene corrugated plastic material. If using plastic, the sheets shall be extruded comprising of two skins separated by vertical ribs.

(2) The sign shall be double-sided, mounted on two stakes/poles and the bottom of the sign shall be at least one foot above grade.

(3) The sign shall be visible from and placed perpendicular to the street.

(4) There shall be one sign for each 500 feet of street frontage.

(5) The sign shall have a white background, with the letters and borders being blue in color. The sign shall ~~state one of~~ include the following information, as applicable:

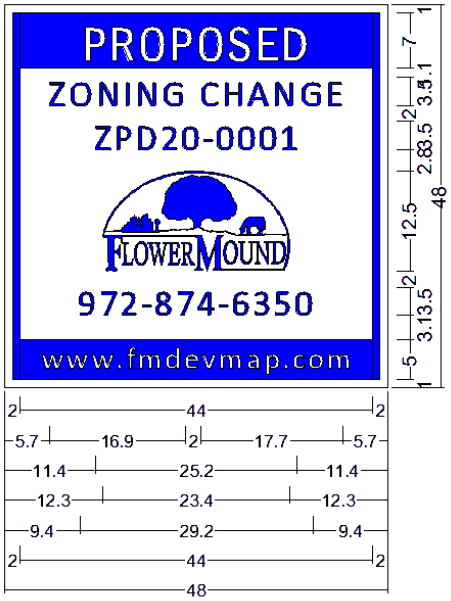
~~Town of Flower Mound, Texas - Outdoor Lighting Waiver Request is Being Made on This Property. For Information Call" (the phone number of the development and environmental services department shall be placed on the sign.)~~ The type of request, the case number, the Town's logo, planning services contact number, and the web address for the development map.

Example:

~~Town of Flower Mound, Texas~~

~~Outdoor Lighting Waiver Request is Being Made on This Property~~

~~For Information~~
~~Call _____~~



3.0" Radius, 1.0" Border, 1.0" Indent, Blue on, White;
"ZONING CHANGE", Calibri 150% spacing;
"ZPD20-0001", Calibri 150% spacing; IOGO;
"972-874-6350", Calibri 150% spacing;

(6) The owner/developer/applicant shall be required to remove informational signs from the lot or tract of land ~~or property~~ within ten days after the date of the final action of the requested change or amendment. The owner/developer/applicant shall also be required to replace missing informational signs within two weeks of staff notifying them of the absence.

Sec. 94-34. - Tree removal permit.

Tree removal permits are required for the removal of protected trees located outside the buildable area of a lot or site, and for any specimen trees and historic trees that are intended for removal from a lot or site in conjunction with the development, redevelopment, subdivision and/or re-subdivision of real property within the town.

An application for a tree removal permit, when required, shall be submitted at the earliest point in the application process where entitlements and/or buildable area are established. The following outlines the process associated with tree removal permit applications.

(c) A sign shall be placed on each separate lot or tract for which a tree removal permit is requested to inform the general public that an application for a tree removal permit has been filed relative to a protected, specimen, or historic tree.

(1) The size of the signs shall be ~~three~~ four feet by four feet.

(2) The signs shall be made out of aluminum or 10 mm thick fluted polypropylene corrugated plastic material. If using plastic, the sheets shall be extruded comprising of two skins separated by vertical ribs.

(3) The signs shall be double-sided, mounted on two stakes/poles and the bottom of the sign shall be at least one foot above grade.

(4) The signs shall be visible from and placed perpendicular to the street.

(5) There shall be one sign for each 500 feet of street frontage.

(6) The signs shall have a white background, with letters and borders being ~~green~~ blue in color. The signs shall ~~state~~ include the following information: The type of request, the case number, the Town's logo, and environmental services contact number.

Example:

~~TOWN OF FLOWER MOUND, TX~~
~~A TREE REMOVAL REQUEST~~
~~IS BEING MADE ON THIS PROPERTY~~
~~FOR INFORMATION CALL~~
~~____~~

Staff is working to create the example image that will replace this text in the final ordinance.

(7) The owner/developer/applicant shall be required to remove informational signs from the lot or tract of land within ten days after the date of the final action on the tree removal permit. The owner/developer/applicant shall also be required to replace missing informational signs within two weeks of staff notifying them of the absence.

APPENDIX A – FEE SCHEDULE

Chapter 78. Administration. and Chapter 94. Trees.	
Code Section Number	*Description*
78-152 and 94-34	Public Notice Sign
	$200

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 78, "ADMINISTRATION," OF THE TOWN'S CODE OF ORDINANCES, SECTION 78-1, "APPLICATION FEES," TO CREATE STANDARDS FOR THE PAYMENT OF FEES IN RELATION TO DEVELOPMENT PROJECTS; AMENDING SECTION 78-152 "INFORMATIONAL SIGNS," TO UPDATE THE PROVISIONS GOVERNING THE CONTENT AND POSTING OF INFORMATIONAL SIGNS; AMENDING CHAPTER 94, "TREES," OF THE TOWN'S CODE OF ORDINANCES, SECTION 94-34, "TREE REMOVAL PERMITS," TO UPDATE THE PROVISIONS GOVERNING THE CONTENT AND POSTING OF TREE REMOVAL PERMIT SIGNS; AMENDING APPENDIX A, "FEE SCHEDULE," TO PROVIDE A FEE OF $200.00 FOR A PUBLIC NOTICE SIGN; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town of Flower Mound previously adopted Chapter 78, "Administration," of Subpart B, "Land Development Regulations," of the Town of Flower Mound Code of Ordinances, as amended, establishing provisions for the consideration of development projects in the Town; and

WHEREAS, the Town Council of the Town of Flower Mound previously adopted Chapter 94, "Trees," of Subpart B, "Land Development Regulations," of the Town of Flower Mound Code of Ordinances, as amended, establishing guidelines for the consideration of tree removal permits within the Town; and

WHEREAS, the Town Council finds and determines that there should be more uniformity across the different types of public notice signs and the regulations related to this signage should be updated to reflect this; and

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on August 10, 2020, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on August 17, 2020, with respect to the amendments described herein; and

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Texas Local Government Code, Chapter 78 of the Town's Land Development Regulations, and all other laws dealing with notice, publication, and procedural requirements for the approval of a Land Development Regulations Amendment; and

WHEREAS, the Town Council finds that the amendments to Chapters 78 and 94 as outlined herein are in the best interest of the Town of Flower Mound and will promote the health, safety, and general welfare of the citizens of the Town of Flower Mound and the general public.

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

SECTION 1

Section 78-1, "Application fees," of Chapter 78, “Administration,” of Subpart B – “Land Development Regulations,” of the Code of Ordinances, Town of Flower Mound, Texas, is hereby added to read as follows:

“Sec. 78-1. – Application fees.

(a) All fees due to the Town in relation to project application, review, or processing are set forth in the fee schedule contained within Appendix A of this Code. There may be additional fees charged by third-party reviewers, but paid to the Town by the applicant, as documented in the relevant sections of the Code.

(b) Second round project review comments shall not be provided to the applicant until all outstanding applicable fees have been paid.

(c) No project shall be deemed approved until the applicant has paid all required fees.

Secs. 78-2 – 78-30. – Reserved.”

SECTION 2

Section 78-152, “Informational signs,” of Chapter 78, “Administration,” of Subpart B – “Land Development Regulations,” of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to read as follows:

“Sec. 78-152. – Informational signs.

Upon the filing of an application to amend the comprehensive master plan land use category or the zoning on a lot or tract of land or property, or for the issuance of a specific use permit relative thereto, or the issuance of an outdoor lighting waiver, the owner/developer/applicant shall be required to place an informational sign on such lot or tract of land. Second round project review comments will not be provided to the applicant until the sign is posted (and the posting is documented) as follows:

(1) The size of the sign shall be four feet by four feet and be made out of aluminum or 10 mm thick fluted polypropylene corrugated plastic material. If using plastic, the sheets shall be extruded comprising of two skins separated by vertical ribs.

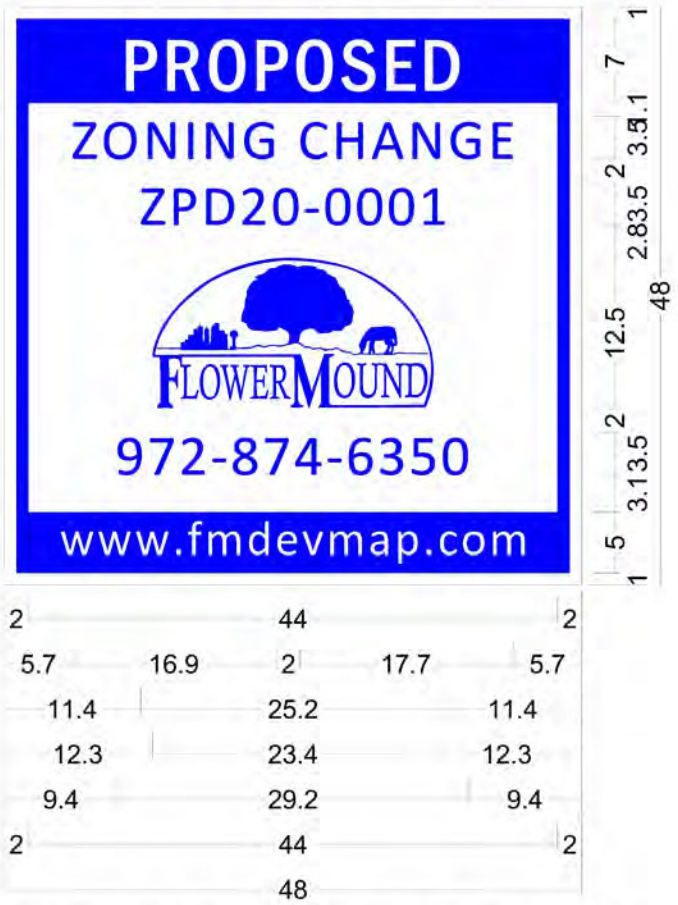
(2) The sign shall be double-sided, mounted on two stakes/poles, and the bottom of the sign shall be at least one foot above grade.

(3) The sign shall be visible from and placed perpendicular to the street.

(4) There shall be one sign for each 500 feet of street frontage.

(5) The sign shall have a white background, with the letters and borders being blue in color. The sign shall include the following information, as applicable: The type of request, the case number, the Town's logo, planning services' contact number, and the web address for the development map.

Example:



3.0" Radius, 1.0" Border, 1.0" Indent, Blue on, White;
"ZONING CHANGE", Calibri 150% spacing;
"ZPD20-0001", Calibri 150% spacing; IOGO;
"972-874-6350", Calibri 150% spacing;

(6) The owner/developer/applicant shall be required to remove informational signs from the lot or tract of land within ten days after the date of the final action of the requested change or amendment. The owner/developer/applicant shall also be required to replace missing informational signs within two weeks of staff notifying them of the absence."

SECTION 3

Section 94-34, "Tree removal permit," of Chapter 94, "Trees," of Subpart B – "Land

Development Regulations," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to read as follows:

"Sec. 94-34. – Tree removal permit.

***

(c) A sign shall be placed on each separate lot or tract for which a tree removal permit is requested to inform the general public that an application for a tree removal permit has been filed relative to a protected, specimen, or historic tree.

(1) The size of the signs shall be four feet by four feet.

(2) The signs shall be made out of aluminum or 10 mm thick fluted polypropylene corrugated plastic material. If using plastic, the sheets shall be extruded comprising of two skins separated by vertical ribs.

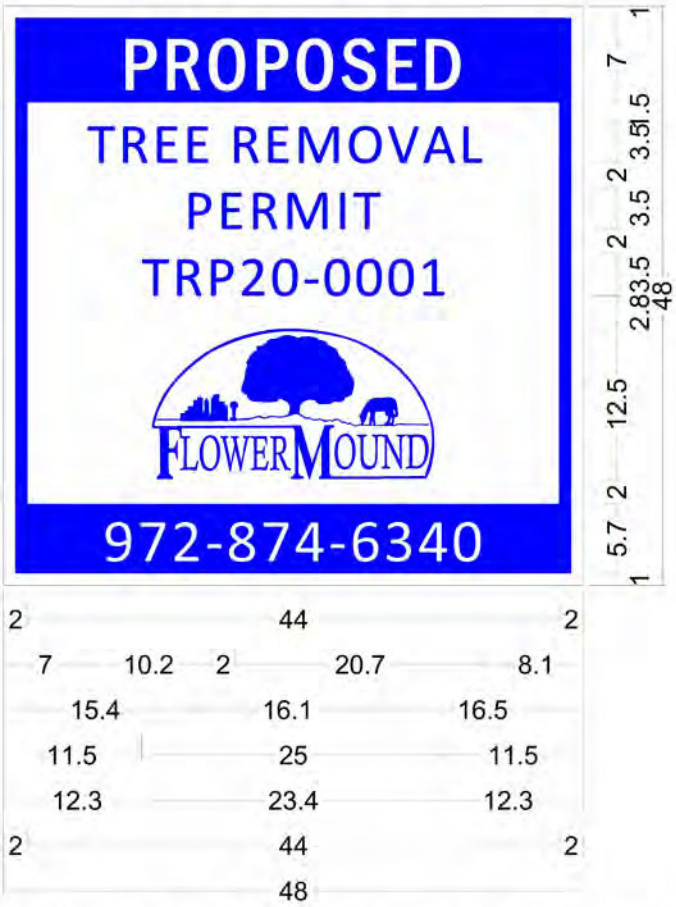
(3) The signs shall be double-sided, mounted on two stakes/poles, and the bottom of the sign shall be at least one foot above grade.

(4) The signs shall be visible from and placed perpendicular to the street.

(5) There shall be one sign for each 500 feet of street frontage.

(6) The signs shall have a white background, with letters and borders being blue in color. The signs shall include the following information: The type of request, the case number, the Town's logo, and environmental services' contact number.

Example:



3.0" Radius, 1.0" Border, 1.0" Indent, Blue on, White;
"TREE REMOVAL ", Calibri 150% spacing;
"PERMIT ", Calibri 150% spacing;
"TRP20-0001", Calibri 150% spacing; lOGO;

(7) The owner/developer/applicant shall be required to remove informational signs from the lot or tract of land within ten days after the date of the final action on the tree removal permit. The owner/developer/applicant shall also be required to replace missing informational signs within two weeks of staff notifying them of the absence."

SECTION 4

Appendix A, "Fee Schedule," of Subpart B – "Land Development Regulations," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to add a fee of $200.00 for a public notice sign, between the fee tables for "Chapter 94. Vegetation." and "Chapter 98. Zoning." to read as follows:

"Appendix A. – Fee Schedule

***

Chapter 78. Administration. and Chapter 94. Trees.	
Code Section Number	*Description*

78-152 and 94-34	Public Notice Sign
	$200

***"

SECTION 7

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 8

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 9

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 10

All rights and remedies of the Town of Flower Mound are expressly saved as to any and all violations of the provisions of the Code of Ordinances as amended or revised herein, or any other ordinances affecting the matters regulated herein which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 11

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 12

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ___ TO ___, ON THIS THE 17TH DAY OF AUGUST, 2020.

APPROVED:

_____
Steve Dixon, **MAYOR**

ATTEST:

_____
Theresa Scott, **TOWN SECRETARY**

TOWN COUNCIL AGENDA ITEM NO. 19

REGULAR ITEM

DATE: August 17, 2020

FROM: Blake Hummel, P.E., Senior Project Engineer

ITEM: **Consider approval of a Construction Agreement with Quality Excavation, LLC, for the FM2499 and Waketon Road Intersection Improvements project, in the amount of $1,136,463.60; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND INFORMATION: On July 21, 2020, bids were received and opened (Bid # 2020-121-B) for the FM2499 and Waketon Road Intersection Improvements project. Quality Excavation, LLC submitted the lowest qualified bid of the five (5) responding bidders at a base bid of $1,136,463.60. The FM2499 and Waketon Road Intersection Improvements project consists of constructing dedicated right turn lanes for the northbound, southbound, eastbound and westbound directions of travel, along with traffic signal and pedestrian improvements on each corner. Waketon Road east of FM2499 will be rebuilt roughly 200 feet east of the intersection to accommodate the right turn lane addition and required full width of an urban collector. Roughly 400 feet of Waketon Road just west of FM2499 will also be reconstructed due to the existing paving being in a failing condition.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: A decision to not approve the construction agreement would leave the Waketon Road and FM2499 intersection in the current configurations. Currently the lack of dedicated right turn lanes creates undesirable turning movements onto and off of FM2499 and Waketon Road. The project will also remove roughly 300 feet of existing wall north of Waketon Road that creates visibility issues for eastbound Waketon Road traffic turning onto FM2499. Per Town Design Criteria, all intersections of arterial and collector roadways will be required to have dedicated right turn lanes.

A decision to not approve the construction Agreement would also remove the need for construction materials and testing being proposed in the FM2499 and Waketon Road Intersection Improvements - Testing Award for a total anticipated amount of $35,992.50 on the September 8, 2020 Town Council meeting.

FISCAL IMPACT: $1,136,463.60

Proposed Expenditure/(Revenue):	Account Number(s):
$697,963.69	308-220-20240
$438,499.91	531-220-20240

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

Total project cost is $1,900,000. Funding sources are:

- TIRZ $1,000,000
- Dedicated Sales Tax $ 300,000
- Tax debt $ 600,000

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

ATTACHMENTS:

1. Bid Tabulation
2. Construction Agreement

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

Town of Flower Mound
Bid Tabulation

Bid No: 2020-121-B - FM2499 and Waketon Road Intersection Improvements

Bid Opening: 7/21/2020 at 2:00 PM

Company	Base Bid
Quality Excavation LLC	$ 1,136,463.60
New World Contracting LLC	$ 1,321,756.00
XIT Paving and Construction Inc	$ 1,321,955.10
Reliable Paving Inc	$ 1,383,890.03
Jagoe-Public Company	$ 1,940,094.62

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

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

Date: July 21, 2020

TOWN OF FLOWER MOUND

FM 2499 AND WAKETON ROAD INTERSECTION IMPROVEMENTS

Bid # 2020-121-B

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (the "Agreement"), made and entered into this 17th day of August, 2020, by and between the Town of Flower Mound, County of Denton, Texas, hereinafter referred to as the "Town," and Quality Excavation, a Limited Liability Company, hereinafter referred to as the "Contractor." For and in consideration of the payment, agreements, and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

FM 2499 AND WAKETON ROAD INTERSECTION IMPROVEMENTS
Bid # 2020-121-B

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

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

A. The Construction Agreement;

B. Properly executed Change Orders and Field Orders in writing and executed by the Town, the last in time being first in precedence;

C. Any listed and numbered addenda;

D. Special Provisions;

E. Supplementary Conditions;

F. Construction Drawings or Plans;

G. Technical Specifications;

H. Town's Standard Construction Details;

I. The most current edition of the *Town of Flower Mound Design Criteria and Construction Standards* (by reference);

J. *Occupational Safety and Health Standards – Excavation*, 20 CFR Part 1926 (by reference);

K. *Texas Manual on Uniform Traffic Control Devices (TMUTCD)* (by reference);

L. The General Conditions;

M. *Public Works Construction Standards - North Central Texas, as amended* (by reference);

N. Notice to Bidders;

O. Instructions to Bidders;

P. The Town's written notice to proceed to Contractor;

Q. The Contractor's Bid Proposal;

R. The Performance Bond, Payment Bond and Maintenance Bond; and

S. Bid materials distributed by the Town that relate to the Project.

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

ARTICLE 2. For performance of the Work in accordance with the Contract Documents, the Town shall pay the Contractor in current funds an amount not to exceed **One Million One Hundred Thirty-Six Thousand Four Hundred Sixty-Three Dollars and Sixty cents ($1,136,463.60)** taking into consideration additions to or deductions from the Total Bid through properly executed change orders by reason of alterations or modifications of the original quantities or by reason of "Extra Work" authorized under this Agreement in accordance with the provisions of the Contract Documents. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Town, the said Contractor shall furnish all labor, equipment, and material (except as otherwise specified above) and shall perform all work necessary to complete the improvements in a good and workmanlike manner, ready for use, within the specified time for substantial completion of One hundred eighty (180) calendar days, and final completion of Two Hundred Forty (240) calendar days ready for final payment, as measured from the Effective Start Date shown in the Notice to Proceed. The work shall be in strict accordance with this Agreement, a copy of which is filed pursuant to law in the office of the legal representative of the Town.

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

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

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

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

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

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

1. copies of documents reasonably necessary to aid the Town in preparing an estimate of the value of Work properly completed;

2. full releases of liens, including releases from subcontractors providing materials or delivery services relating to the Work, in a form acceptable to the Town releasing all liens or claims relating to goods and services provided up to the date of the most recent previous progress payment;

3. an updated and current schedule clearly detailing the project's critical path elements; and

4. any other documents required under the Contract Documents.

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

The fact that the Town makes a progress payment shall not be deemed to be an admission by the Town concerning the quantity, quality, or sufficiency of the Contractor's work.

Progress payments shall not be deemed to be acceptance of the Work nor shall a progress payment release the Contractor from any of its responsibilities under the Contract Documents.

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

Contract Amount	Retainage Percentage
Up to $25,000.00	15%
$25,000.00 to $400,000.00	10%
Over $400,000.00	5%

Retainage shall be withheld and may be paid to:

1. ensure proper completion of the Work. The Town may use retained funds to pay replacement or substitute contractors to complete unfinished or defective work;

2. ensure timely completion of the Work. The Town may use retained funds to pay liquidated damages; and

3. provide an additional source of funds to pay claims for which the Town is entitled to indemnification from Contractor under the Contract Documents.

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

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

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

ARTICLE 7. When the erosion control measures have been completed, the Contractor shall request that the Town perform a final inspection. The Town shall inspect the Work. If the Town determines that the Work has been completed in accordance with the Contract Documents and per TPDES General Construction Permit, it shall issue a written Notice of Acceptance of the Work. If the Town determines that the Work has not been completed in accordance with the Contract Documents or TPDES General Construction Permit, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

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

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

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

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

1. include the estimate of the value of Work properly completed since the date of the most recent previous progress payment;

2. correct prior progress payments; and

3. include retainage or other amounts previously withheld that are to be returned to Contractor, if any.

Final payment to the Contractor shall not be due until the Contractor provides original full releases of liens, or other evidence satisfactory to the Town to show that all sums due for labor, services, and materials furnished for or used in connection with the Work have been paid or shall be paid with the final payment. To ensure this result, Contractor consents to

the issuance of the final payment in the form of joint checks made payable to Contractor and others. The Town may, but is not obligated to, issue final payment using joint checks.

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

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

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

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

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

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

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

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

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

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

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

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

Expenses incurred by the Town to alleviate the hazard shall be paid by the Contractor, the maintenance bond surety, or both.

Any Work performed by or for the Contractor to fulfill its warranty obligations shall be performed in accordance with the Contract Documents. By way of example only, this is to ensure that Work performed during the warranty period is performed with required insurance and the maintenance and payment bonds still in effect.

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

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

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

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

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

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

1. the Contractor timely delivers to the Town all bonds and insurance documents; and

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

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

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

Payments under this Contract are due and payable in accordance with the provisions of Texas Government Code Section 2251.022. Interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.
Attention is called to the Government Code, Chapter 2258, Prevailing Wage Rates. Contractor and any subcontractor shall pay not less than the prevailing rates of per diem wages in the locality at the time of construction to all laborers, workmen, and mechanics employed by them in the execution of this Agreement. The Town has determined the general prevailing rate of per diem wages in the locality in which the public work is to be constructed by using the prevailing wage rates as determined by the United States Department of Labor in accordance with the Davis-Bacon Act as applicable to this Project. Contractor or a subcontractor who violates this provision shall be liable for the penalty specified in Texas Government Code Section 2258.023, which as of the date of this Agreement is $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. Town reserves the right to receive and review payroll records, payment records, and earnings statements of employees of Contractor, and of Contractor's Subcontractors, and of Sub-Subcontractors to verify payments made to same. However, no Claim for additional compensation shall be considered by Town because of payments of wage rates in excess of the applicable rate provided herein.

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

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

1. that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;

2. that it is able to furnish the tools, materials, supplies, equipment and labor required to timely complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;

3. that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental, public and quasi-public authorities having jurisdiction over it, the Work, or the site of the Project; and

4. that the execution of the Contract and its performance thereof are within its duly-authorized powers.

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

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

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

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

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

This Agreement will be effective on the 17th day of August, 2020.

TOWN OF FLOWER MOUND	CONTRACTOR
_____	_____ (Signature)
Steve Dixon, MAYOR	_____ (Printed Name)
	_____ (Position)
(CORPORATE SEAL)	(CORPORATE SEAL)
ATTEST:_____	ATTEST:_____ (Signature)
Theresa Scott, TOWN SECRETARY	_____ (Position)

TOWN COUNCIL AGENDA ITEM NO. 20

REGULAR ITEM

DATE: August 17, 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 Town Council moved to postpone this item by a vote of 5 to 0 at its July 20, 2020 and August 3,2020, meeting.)**

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: The applicant has requested that no action be taken on the subject item. Staff requests that the Town Council convene into Closed Session to discuss an alternate incentive.

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: Take no action.

TOWN COUNCIL AGENDA ITEM NO. 21

REGULAR ITEM

DATE: August 17, 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 Town Council moved to postpone this item by a vote of 5 to 0 at its July 20, 2020 and August 3, 2020, meetings.)**

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: The applicant has requested that no action be taken on the subject item. Staff requests that the Town Council convene into Closed Session to discuss an alternate incentive.

FISCAL IMPACT: One time grant equal to the greater of $20,000 or 25% of impact fees.

Proposed Expenditure:	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: Take no action.

Town Council Future Agenda Items

SCHEDULED	**9/8/2020**	Consent	Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2019, and ending on September 30, 2020, as adopted by Ordinance No. 50-19 and amended by Ordinance No. 64-19 and No. 04-20 for adjustments to the General Fund, Stormwater Utility Fund, Community Development Block Grant Fund and COVID-19 Fund.
		Consent	Consider approval of a Professional Services Agreement with Alliance Geotechnical Group, to provide construction materials engineering and testing, for the FM2499 and Waketon Road Intersection Improvements project, in the amount of $35,992.50; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of a Construction Agreement with Reliable Paving, Inc., for the Blue Ridge Trail Reconstruction project, in the amount of $650,057.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of a Change Order No. 1 for the construction of the Garden Ridge Boulevard Through Lane at FM3040 & Peters Colony Road Roundabout projects, amending the contract with Reliable Paving, Inc., to provide for an increase to the contract in the amount of $150,000.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of the purchase and installation of the 2019-20 Playground Replacements project, for Chinn Chapel Soccer Complex Playground, from Webuildfun, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of $149,051.25.
		Consent	Consider approval of a Construction Agreement with Canary Construction, Inc., for the Garden Ridge Boulevard Water Line Phase II project, in the amount of $646,741.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of an Advance Funding Agreement, for Voluntary Local Government Contributions to Transportation Improvement Projects, with the Texas Department of Transportation (TxDOT) to pay for work associated with the US 377 widening project, in the amount of $345,204.51; and authorization for the Mayor to execute the same on behalf of the Town.
		Consent	Consider approval of Amendment No. 4 to the Fiscal Year 2019-2020 Capital Improvement Program.
	9/15/2020	Work Session	PLACEHOLDER: Board & Commission Interviews (1 of 2)
	9/17/2020	Work Session	PLACEHOLDER: Board & Commission Interviews (2 of 2)
	9/21/2020	Consent	Waketon Road - Construction Award.

SCHEDULED	**9/21/2020**	Consent	Consider approval of a resolution amending the financial policies of the Town of Flower Mound.
		Consent	Blue Ridge Trail Reconstruction - Testing Award
		Consent	Consider approval of a resolution adopting an Investment Policy for funds for the Town of Flower Mound as required annually by the Public Funds Investment Act.
		Consent	Garden Ridge Water Line Phase II - Testing Award
		Consent	Lift Station Improvements & Decommissioning Phase II - Construction Award.
		Consent	Consider approval of Change Order No. 2 for the Wastewater Treatment Plant Ultraviolet System Upgrade project, amending the contract with Felix Construction in the amount of $; and authorization for the Mayor to execute same on behalf of the Town.
		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.
		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	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.
		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.
	10/5/2020	Consent	Waketon Road - Testing Award.
		Consent	Lift Station Improvements & Decommissioning Phase II - Testing Award.
		Consent	GMP Gibson Grant Construction Award.
		Consent	Master Plan Impact Fee Update - Landuse
		Consent	Upper Timber Creek Interceptor - CO1
	10/19/2020	Consent	Hound Mound Parking and Restroom - Construction Award

SCHEDULED	**10/19/2020**	Consent	PLACEHOLDER: Canyon Falls Park - Construction Award
	11/2/2020	Consent	Canyon Falls Park - Testing Award