

AGENDA

FLOWER MOUND TOWN COUNCIL REGULAR MEETING

4/19/2021

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

6:00 P.M.

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

Please silence or turn off all electronic devices
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

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. Announcements from the mayor and council members

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. A regular meeting is scheduled for Wednesday, May 12 to canvass the election
2. A regular meeting is scheduled for Monday, May 17

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 4/5- Consider approval of the minutes from a regular meeting of the Town Council held on April 5, 2021.
2. Minutes 4/15- Consider approval of the minutes from the Joint Town Council/Planning & Zoning Commission work session held on April 15, 2021.
3. FY 20-21 Budget Amendment- Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2020, and ending on September 30, 2021, as adopted by Ordinance No. 27-20 and amended by Ordinance No. 37-20 and No. 09-21 for adjustments to the General Fund, Community Development Block Grant Fund, and COVID-19 Fund.
4. Niagara - Ch 380 & Tax Abatement- Consider postponement to the May 17, 2021 Town Council meeting of a Chapter 380 and Tax Abatement Agreement with Niagara Conservation, Inc. (aka Deus, LLC), at 300 Old Gerault Road, for the economic development of Flower Mound, and authorization for the Mayor to execute same on behalf of Town. (The Town Council postponed this item at its December 7, 2020, and January 4, February 1, March 1, and April 5, 2021, meetings.)
5. Colonial Dr Recon Testing- Consider approval of a Professional Services Agreement with Alliance Geotechnical Group, to provide construction materials engineering and testing, for the Colonial Drive Reconstruction Phase II (Whitney Lane to Homestead Street) project, in the amount of \$40,353.50; and authorization for the Mayor to execute same on behalf of the Town.

J. REGULAR ITEMS

6. SUP21-0002 Glen Oaks- Public Hearing to consider an ordinance granting Specific Use Permit No. 468 (SUP21-0002– 4408 Glen Oaks Drive Accessory Dwelling) to permit an accessory dwelling. The property is generally located north of Cross Timbers Road and east of Glen Oaks Drive. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its April 12, 2021, meeting.)
7. Notice of Intent - 2021 COs- Consider approval of a resolution approving and authorizing publication of notice of intention to issue Certificates of Obligation, Series 2021, in the principal amount not to exceed \$10,250,000, for the purpose of paying for Waterworks and Sewer system improvements.
8. ZPD20-0006 Lakeside Crossing- Public Hearing to consider an ordinance for rezoning (ZPD20-0006 – Lakeside Crossing) to amend Planned Development No. 153 (PD-153) with both residential and non-residential uses to modify approved development standards related to the phasing of this development. 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 with a modified motion by a vote of 4 to 2 at its March 22, 2021, meeting.) (The Town Council moved to postpone this item to April 19, 2021 by a vote of 5 to 0 at its April 5, 2021, meeting.)

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

Pre-Council Room

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

9. Veterans Liaison Board- Discuss and consider amending resolution No. 05-21 that established the Veterans Liaison Board, including member appointments.

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, and economic development negotiations, and personnel, as follows:

- a. Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, Community Development Corporation, and Planning and Zoning Commission.
- b. Consultation with Attorney.

The Town Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the Town Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the following items:

1. Legal issues associated with municipal boundary adjustment/annexation and ESD service issues.
- c. 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.
- d. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, senior housing, hospitality projects, and performance related to certain incentive agreements.

M. RECONVENE TO REGULAR MEETING

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

N. ADJOURN MEETING

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Flower Mound, Texas, in a place convenient and readily accessible to the general public at all times and said Notice was also posted on the Town's website in accordance with GC Section 551.056 on the following date and time: April 16, 2021, at 5:20 p.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary



TOWN COUNCIL AGENDA ITEM NO. 1

CONSENT ITEM

DATE: April 19, 2021

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council held on April 5, 2021.

BACKGROUND INFORMATION: The Town Council held a regular meeting on April 5, 2021.

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 4.5

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

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING; TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT SPECIAL MEETING; AND CRIME CONTROL AND PREVENTION DISTRICT SPECIAL MEETING HELD ON THE 5TH DAY OF APRIL 2021, 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
Jim Engel	Mayor Pro Tem
Ben Bumgarner	Deputy Mayor Pro Tem
Jim Pierson	Councilmember Place 1
Sandeep Sharma	Councilmember Place 2
Ann Martin	Councilmember Place 5

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

Theresa Scott	Town Secretary
Bryn Meredith	Town Attorney
Debra Wallace	Interim Town Manager/CFO
Tommy Dalton	Assistant Town Manager
Lexin Murphy	Director of Planning Services
Tiffany Bruce	Assistant Town Manager/Town Engineer
Jimmy Hoefert	Environmental Review Analyst
JP Walton	Interim Econ Dev Dir/Asst to the Town Manager

A. CALL REGULAR MEETING TO ORDER

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

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

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

D. PUBLIC COMMENT

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

	Speaker names and address	Subject (as written on the form or stated)
1.	Michael Waite, 1207 Baldcypress Ln	Stolen valor
2.	Cheryl Moore, 1900 Tennyson Dr	Mayoral candidacy
3.	Paul Stone, 4100 Broadway	Temporary signs
4.	Patsy Mizeur, 1821 Castle Ct	Use of Town logo by a candidate

E. PRESENTATIONS

1. Veterans Liaison Board Update

Veterans Liaison Board members Doug Brown and Si Simonson provided an update on the work of the board to date.

2. Outstanding Citizen Award (Lifetime Achievement category)

Angie Cox, Outstanding Citizen Award Chair, gave a presentation identifying or noting:

- Purpose of the award
- Background information
- Criteria to qualify for the recognition
- Committee members
- Previous Lifetime Achievement recipients
- What winners receive
- Provided background information about the recipient and announced Doug Brown as the winner of the 2020 Lifetime Achievement Award

Mayor Dixon offered his comments and appreciation for the work of Mr. Brown.

F. ANNOUNCEMENTS

Councilmember Pierson announced that he requested a future agenda item to discuss the appointment of an individual on the Veterans Liaison Board.

Councilmember Martin announced the upcoming KFMB trash off and recycling event.

Mayor Pro Tem Engel echoed Councilmember Pierson's statement.

Councilmember Sharma announced that April is National Child Abuse Prevention Month and encouraged the public to volunteer.

Mayor Dixon provided a statement of fact that the applicant appointed to the Veterans Liaison Board stated verbally during his interview, and in his board application, that he is not a Veteran. He also reported that this item will be discussed at the next Council meeting.

G. TOWN MANAGER'S REPORT

Ms. Wallace provided an update on the following projects:

1. Capital improvement projects
 - Lakeside Parkway funding update
2. Economic Development projects
 - New or coming soon businesses

H. FUTURE AGENDA ITEMS

1. No request for additional future agenda items.

I. COORDINATION OF CALENDARS

Mayor Dixon announced the following upcoming meetings:

A joint work session with Planning & Zoning is scheduled for Thursday, April 15 (Topic of Furst Ranch).

A regular meeting is scheduled for Monday, April 19.

J. CONSENT ITEMS

1. Consider approval of the minutes from a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting on March 1, 2021.
2. Consider approval of an ordinance to reappoint Alternate Municipal Judge Stephanie Askew for the period of April 17, 2021, through April 16, 2023.

ORDINANCE NO. 15-21

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS APPOINTING AN ALTERNATE JUDGE OF THE MUNICIPAL COURT OF RECORD IN THE TOWN OF FLOWER MOUND; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

3. Consider approval of an ordinance updating the Records Management Program and Disaster Prevention & Recovery Plan for Town Records.

ORDINANCE NO. 16-21

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, REPEALING ORDINANCE NO. 43-88, AND NO. 33-89 IN THEIR ENTIRETY, ADOPTING REGULATIONS RELATING TO RECORDS MANAGEMENT, INCLUDING THE RECORDS MANAGEMENT PROGRAM AND THE DISASTER PREVENTION AND RECOVERY PLAN FOR TOWN RECORDS, PROVIDING A REPEALER CLAUSE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF OTHER ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

4. Consider approval of the purchase of a 2022 Ford F250 Crew Cab XL as a Water Rescue Vehicle for Fire and Emergency Services from Sam Pack's Five Star Ford in the amount of \$65,473.00 under BuyBoard Contract #601-19.
5. Consider approval of the purchase of Water Rescue Equipment in lieu of Fire Turnout Gear/Personal Protective Equipment in the amount of \$17,340.00

6. Consider approval of using budgeted funds for the purpose of forensic narcotic testing.
7. Consider approval of the Axon Enterprise, Inc. Master Service Agreement, for the acquisition of in car video camera products and storage; and authorization for the Mayor to execute same on behalf of the Town.
8. Consider approval of the purchase of two Ford 1/2 Ton Regular Cab Pick-Up Trucks with 8 Foot Bed per Town of Flower Mound Specifications and Vendor Quote from Sam Pack's Five Star Ford and Chevrolet for Public Works in the amount of \$58,886.00.
9. Consider approval of the purchase of two Ford 3/4 Ton Super Cab Pick-Up Trucks with 6-3/4 Foot Bed per Town of Flower Mound Specifications and Vendor Quote from Sam Pack's Five Star Ford and Chevrolet for Public Works in the amount of \$61,168.50.
10. Consider approval of Change Order No. 2 for the Stonehill Pump Station Discharge Valve Replacement and 10 MG Ground Storage Tank Rehabilitation projects, amending the contract with Archer Western Construction, LLC, to provide for an increase to the contract in the amount of \$40,295.75; and authorization for the Mayor to execute same on behalf of the Town.
11. Consider approval of a Professional Services Agreement for the 2020 Water and Wastewater Model Update project, with Kimley-Horn, for \$25,750.00; and authorization for the Mayor to execute same on behalf of the Town..
12. Consider approval of an increase to the annual contract amount for Annual Slurry Seal Services with Viking Construction, Inc, contract 2014-53, from an estimated annual total of \$49,500.00 to an estimated annual total of \$100,500.00.
13. Consider approval of a Professional Services Agreement with Kimley-Horn and Associates, Inc., to provide professional engineering services associated with the ADA Transition Plan & Implementation project – 2021 Update, in the amount of \$200,000.00; and authorization for the Mayor to execute same on behalf of the Town.
14. Consider approval of a contract with Metroport Meals on Wheels, Inc. to establish an annual fixed-price contract to provide meals for the Town's Senior In Motion program.

Deputy Mayor Pro Tem Bumgarner moved to approve by consent Items 1 – 14, as presented in the agenda caption. Mayor Pro Tem Engel seconded the motion. Each item, as approved by consent, is restated above, and if applicable, the Ordinance or Resolution caption for each, for the record.

VOTE ON MOTION:

Motion passed

AYES: PIERSON, MARTIN, ENGEL, BUMGARNER, SHARMA

NAYS: NONE

K. REGULAR ITEMS

15. Public Hearing to consider approval of a Chapter 380 and Tax Abatement Agreement with Niagara Conservation, Inc. (aka Deus, LLC), for the economic development of Flower Mound, and authorization for the Mayor to execute same on behalf of Town. (The Town Council postponed this item at its December 7, 2020, and January 4, February 1, and March 1, 2021, meetings.)

Staff Presentation

Mr. Walton indicated that staff is requesting the item be postponed until the April 19th meeting to allow the applicant to complete the request from Council at the March 1st meeting.

Deputy Mayor Pro Tem Bumgarner moved to postpone item 15 to April 19, 2021.
Mayor Pro Tem Engel seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: SHARMA, BUMGARNER, ENGEL, MARTIN, PIERSON

NAYS: NONE

16. Public Hearing to consider an ordinance for rezoning (ZPD20-0006 – Lakeside Crossing) to amend Planned Development No. 153 (PD-153) with both residential and non-residential uses to modify approved development standards related to the phasing of this development. 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 with a modified motion by a vote of 4 to 2 at its March 22, 2021, meeting.)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- General and detailed location
- Land use and zoning
- Approved concept plan
- Approved site plan (landscape and hardscape plan)
- Concept phasing plan
- Site photos
- Concept phase I site plan and landscape plan
- Current/Initial request (phasing), including Planning and Zoning Commission recommendations
- Lot 8x landscape, lighting, and hardscape plan
- Next steps

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

- Clarification regarding the time line for the concept plan
- Are there areas within the proposed improvements that would be torn up and redone in a future phase
- If the item could be approved pending engineering review
- If permission from the Town was needed for tree work that they already did
- If Council were to postpone this item, what exactly would staff be looking at

Applicant Presentation

Tim Nystrom, Partner, Newstream Corp, gave a presentation identifying or noting:

- Letters of support (hard copies distributed to Council)
- Current pad site updates

- Photos of buildings 4 and 5 – complete April 2021
- Shops at Lakeside Crossing current tenants
- Shops at Lakeside photos – completed
- Recovery of the market challenges of 2020
- Construction progress
- Benefits of the current project momentum for Lakeside Crossing and the Town
- Key components to Phase I site completion
- Representation of the site with proposed sidewalk connectivity
- Changes added to the proposal based on feedback from the Planning and Zoning meeting
- Photos of what zone 8x looks like today
- Action already taken
- Examples and proposal for “natural areas”

and he responded to the following questions from Council:

- What are the concerns from the future homeowners in that area
- How far apart is the Town and the applicant from what was originally requested
- Clarification regarding:
 - o the removal of trees
 - o the time line
 - o what changed from when approved in 2017 to what is requested today
 - o the disposition of the park fees
- Options for assurance that the applicant will complete what they promise verbally

Mayor Dixon opened the Public Hearing at 8:06 p.m.

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

Support: Comments/Questions	Opposition: Comments/Questions	Question(s)/ Comments Only
Jessie James Leyus, 1001 Cross Timbers Rd, Ste 1200	None	None
Tiffany Leyra, 1001 Cross Timbers, Ste 1200		
Scott Tarwater, 4613 Windmill Ln		
Lawrence Wesley, Smoothie King, 3701 Justin Rd		
Bill Leak, Northwood Dr		

Mayor Dixon closed the Public Hearing at 8:16 p.m.

Council Discussion

There was Council discussion regarding:

- Don't need sidewalks in areas around buildings 1, 2, and 3 to allow for future use needs
- Like the idea of clean up around the natural areas
- Certificate of Occupancy conditions

- Interest in seeing the footbridge protected as soon as possible
- Some angst about building no. 3 and other amenities
- Interest in getting it done in 45 – 60 days
- How the project has been on the books for 4 years
- Would like to have the hotel there already
- Interest in making sure everything works from an engineering perspective for 8x
- How approval conditionally is problematic

Mayor Pro Tem Engel moved to postpone item 16 to the April 19, 2021 Council meeting to give staff an opportunity to review the revised changes to the X lot for engineering requirements. Deputy Mayor Pro Tem Bumgarner seconded the motion.

VOTE ON MOTION:

Motion passed (to postpone)

AYES: SHARMA, BUMGARNER, ENGEL, MARTIN, PIERSON

NAYS: NONE

17. Public Hearing to consider an ordinance amending the Land Development Regulations (LDR20-0007 - Regulated Uses Updates) by amending Chapter 82 entitled "Development Standards," and Chapter 98 entitled "Zoning," of the Town's Code of Ordinances to amend and propose new regulated uses, definitions, and parking standards for the purpose of clarifying and updating certain sections to reflect current planning practices and uses. (The Planning and Zoning Commission recommended approval/denial by a vote of 5 to 1 at its February 22, 2021, meeting.) (The Town Council moved to postpone this item to April 5, 2021 by a vote of 5 to 0 at its March 1, 2021, meeting.)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- Objectives
- Updates to existing definition
- New definitions
- Definitions to be removed
- Off-street parking updates
- Computing parking and loading requirements
- District regulations
- Circumstantial uses
- Explaining retail large tenant
- Residential uses
- Accessory and temporary uses
- Refreshment stand or food truck, accessory
- Educational, institutional and civic uses
- Utility and public services uses and transportation related uses
- Boutique vendor market
- Retail uses
- Farmers' Market
- Smoking related business
- Alternative financial establishment
- Personal service uses
- Industrial uses
- Recreational zoning district

- Planned development zoning district
- Accessory buildings

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

- How did the Town come up with the 25,000 square foot number
- Clarification regarding:
 - o the food truck use
 - o the location that a riding arena can be in
 - o food sales (display space versus sales value)
- Why not a college in R2
- Is there any language needed for outdoor pavilion vendors
- What is the difference between permitted and SUP
- Interest in adding a hotel or motel with an SUP in R2
- Where are the definitions for hotels and motels

Mayor Dixon opened the Public Hearing at 10:11 p.m. No one spoke. Mayor Dixon closed the Public Hearing at 10:11 p.m.

Council Discussion

There was Council discussion regarding:

- Interest in having all hotel/motel uses as a specific use permit

Councilmember Sharma moved to approve item 17 as presented; however, with the following revisions:

- remove “court” from food truck court accessory
- expand college or university as permitted within R2
- allow hotel or motel as an SUP in R2

Mayor Pro Tem Engel seconded the motion.

ORDINANCE NO. 17-21

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 82, “DEVELOPMENT STANDARDS,” AND CHAPTER 98, “ZONING,” OF THE TOWN’S CODE OF ORDINANCES, TO AMEND REGULATED USES AND ASSOCIATED DEVELOPMENT STANDARDS; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:

AYES: PIERSON, MARTIN, ENGEL, BUMGARNER, SHARMA
NAYS: NONE

Motion passed

18. Public Hearing to consider an application for a tree removal permit (TRP21-0002) for one (1) specimen tree on Lot 16, Block B of the Townlake PH 2 subdivision. The property is located at 3900 Dashiell Dr. (The Environmental Conservation Commission recommended approval by a vote of 6 to 0 at its March 2, 2021, meeting).

Staff Presentation

Mr. Hoefert gave a presentation identifying or noting:

- Project information
- General and detailed location
- Proposed plot plan
- Approved subdivision tree survey
- Photo of specimen tree requested to be removed
- Legal consideration

Council Discussion

There was Council discussion regarding how the builder did a great job in protecting as many trees as they did for this project.

Applicant Presentation

Michael Todd, 12179 Bryant Dr, Frisco, Toll Brothers, gave a presentation identifying or noting:

- Is there any other model that could be built on the lot
- Is there an option to make a swing garage option on the lot

and he responded to the following questions from Council:

- Could the house be flipped
- Is there any other model that can be built on that lot
- Clarification regarding the configuration of the home on the lot

Mayor Dixon opened the Public Hearing at 10:19 p.m. No one spoke. Mayor Dixon closed the Public Hearing at 10:19 p.m.

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

VOTE ON MOTION:

Motion passed

AYES: SHARMA, BUMGARNER, ENGEL

NAYS: MARTIN, PIERSON

19. Public Hearing to consider an application for a tree removal permit (TRP21-0003) for one (1) specimen tree on Lot 15, Block B of the Oakbridge at Flower Mound PH 2 subdivision. The property is located at 1624 Quimby Ln. (The Environmental Conservation Commission recommended approval by a vote of 4 to 2 at its March 2, 2021, meeting).

Staff Presentation

Mr. Hoefert gave a presentation identifying or noting:

- Project information
- General and detailed location
- Proposed plot plant
- Approved subdivision tree survey
- Specimen tree requested for removal, including photos
- Legal consideration

and he responded to the following questions from Council:

- Will the life of the other two trees be enhanced if this one tree is removed
- What are the proposed mitigation plans (more trees or money)
- Is the issue only the sidewalk

Mayor Dixon opened the Public Hearing at 10:26 p.m. No one spoke. Mayor Dixon closed the Public Hearing at 10:26 p.m.

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

VOTE ON MOTION:

Motion failed

AYES: ENGEL, BUMGARNER

NAYS: PIERSON, MARTIN, SHARMA

20. Consider approval of a Construction Agreement with Quality Excavation, LLC., for the Colonial Drive Reconstruction Phase II (Whitney Lane to Homestead Street) project, in the amount of \$1,432,054.00; and authorization for the Mayor to execute same on behalf of the Town.

Staff Presentation

Ms. Bruce provided background information regarding the project, including the schedule.

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

VOTE ON MOTION:

Motion passed

AYES: PIERSON, MARTIN, ENGEL, BUMGARNER, SHARMA

NAYS: NONE

L./M. CLOSED/OPEN MEETING

The Town Council convened into a closed meeting at 6:39 p.m. on April 5, 2021, pursuant to Texas Government Code Chapter 551, including, Section 551.071, for consultation with attorney and reconvened into an open meeting at 6:54 p.m. on April 5, 2021, to take action on the items as follows:

- a. Consultation with Attorney.

1. Keystone Exploration, LTD. and EXPRO Engineering, Inc. vs. The Town of Flower Mound and the Flower Mound Oil and Gas Board of Appeals.

Mayor Pro Tem Engel moved to ratify the settlement agreement as discussed in closed session. Councilmember Sharma seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: SHARMA, BUMGARNER, ENGEL, MARTIN, PIERSON

NAYS: NONE

The Town Council convened into a closed meeting at 10:30 p.m. on April 5, 2021, 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 10:48 p.m. on April 5, 2021, to take action on the items as follows:

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

Deputy Mayor Pro Tem Bumgarner moved to authorize the Interim Town Manager to negotiate the land acquisition as discussed in closed session. Mayor Pro Tem Engel seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: PIERSON, MARTIN, ENGEL, BUMGARNER, SHARMA

NAYS: NONE

- 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.

N. ADJOURN REGULAR MEETING

Mayor Dixon adjourned the meeting at 10:49 p.m. on Monday, April 5, 2021, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

STEVE DIXON, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 2

CONSENT ITEM

DATE: April 19, 2021

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a joint work session with the Town Council and the Planning & Zoning Commission held on April 15, 2021.

BACKGROUND INFORMATION: The Town Council held a joint work session with the Planning & Zoning Commission on April 15, 2021.

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 4.15

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

THE FLOWER MOUND TOWN COUNCIL AND PLANNING AND ZONING COMMISSION JOINT WORK SESSION HELD ON THE 15TH DAY OF APRIL 2021, IN THE FLOWER MOUND TOWN HALL, LOCATED AT 2121 CROSS TIMBERS ROAD IN THE TOWN OF FLOWER MOUND, COUNTY OF DENTON, TEXAS AT 6:00 P.M.

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

The Town Council met in a work session with the following members present:

Steve Dixon	Mayor
Jim Engel	Mayor Pro Tem
Ben Bumgarner	Deputy Mayor Pro Tem
Jim Pierson	Councilmember Place 1
Sandeep Sharma	Councilmember Place 2
Ann Martin	Councilmember Place 5

Planning and Zoning Commission

Brad Ruthrauff	Chair
Rob Rawson	Vice Chair
Adam Schiestel	Place 2
James Naylor	Place 4
Phil DelVecchio	Place 5
Don Gilmore	Place 6
Tim Fink	Place 7
Robert Cox	Place 8, Alternate
Janvier Werner	Place 9, Alternate

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

Theresa Scott	Town Secretary
Debra Wallace	Interim Town Manager/CFO
Tommy Dalton	Assistant Town Manager
Lexin Murphy	Director of Planning Services

A. CALL WORK SESSION 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

Mayor Dixon gave the invocation and led the pledges.

D. PUBLIC COMMENT

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

	Speaker names and address	Subject (as written on the form)
1.	Christie Fowler, 11116 Smokey Oak Circle	Furst Ranch
2.	Dallas Powers, 12383 Haynes Rd	Furst Ranch
3.	Scott Jostes, 3705 Ridgecrest Dr	Furst Ranch

4.	Scott Langley, 800 Carter Ct	Furst Ranch Parks – Parkland
5.	Judy Collins 1537 Simmons Rd	Furst Ranch
6.	Itamar Gelbman, 2201 Long Prairie	Furst Ranch
7.	Cheryl Moore, 1900 Tennyson Dr	Furst Ranch
8.	Lauren Goodman/Ashlee Rivers, 3416 Dorchester Ct	AIISD Deb/Furst Impact
9.	Charlie Haynes, 12883 Haynes Rd	Furst Ranch Development Zoning
10.	Del Knowler, 739 Seals Rd, Bartonville	Bartonville ETJ
11.	Craig Hawkesworth, 348 Creekside, Argyle	Furst Ranch
12.	Bryan Livingston, 448 Village Way, Argyle	Furst Ranch
13.	Dr. John Baen, 317 Cherokee Trail, Argyle	Furst Ranch
14.	Barbara Livingston, 558 village Way, Argyle	Furst Ranch
15.	Rick Bradford, 451 Meandering Creek Dr, Argyle	Furst Ranch
16.	Ashlee Rivers, 410 Hearth Terrace, Argyle	Furst Ranch
17.	Reed Rivers, 410 Hearth Terrace, Argyle	Furst Ranch
18.	Leona McDade, 116 Stonecrest Rd, Argyle	Furst Ranch
19.	Jon spencer, 2812 Aberdeen Dr	Furst Ranch Apartments
20.	Lauren Smits, 420 Trigger Trl, Argyle	Furst Ranch
21.	Patsy Mizeur, 1821 Castle Ct	Furst Ranch
22.	Tom Scott, 2619 Briarpatch Ln	Furst Ranch
23.	Gordon Baethge, 635 Birch Ct, Argyle**	Furst Ranch
24.	Marcella Barden, 349 Creekside Trl, Argyle**	Furst Ranch
25.	Alex Uukesin, 349 Creekside Trl, Argyle**	Furst Ranch
26.	Kim Lewis, 2204 Sheffield Ct*	Furst Ranch
27.	Rob Guedry, 2204 Sheffield Ct*	Furst Ranch
28.	Katherine Grote, 165 Double Oak**	Furst Ranch

*indicated do not wish to speak on public comment form – support

**indicated do not wish to speak on public comment form - oppose

E. WORK SESSION ITEM

1. Joint work session with the Planning & Zoning Commission to include presentations and discussion regarding the Furst Ranch Mixed Use development project.

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- General location
- Land use and zoning
- Land use request
- Municipal boundaries
- Proposed thoroughfare plan
- Park development plan
- Items to consider

and she, or Mr. Dalton responded to questions from P & Z members and Council regarding:

- Interim holding zoning
- Traffic Impact Analysis and 3rd party consultant
- Flood plain/flood study

- Bartonville ETJ
- Traffic concerns
- Water and wastewater capacity/needs
- Impact on AISD
- How development agreements are handled

Town Council and P & Z Commission recessed at 7:40 p.m. and reconvened at 7:45 p.m.

Applicant/Consultant Presentation

Jack Furst, Property Owner
Bobby Dollak, Vice President, McAdams
Randi Rivera, McAdams
Jeff Kennemer, Managing Director, Hines

Town of Flower Mound 3rd Party Consultant:
Chance Sparks, Urban Planning & Design Group, Freese and Nichols, Inc.

Erin Perdu, Director of Community Planning & Economic Development, WSB (design and consulting firm)

Mr. Furst provided background information on the property and Mr. Dollak gave a presentation identifying or noting:

- Location
- The vision
- Milestones (meetings)
- Market study summary
- Progress (framework plan and current plan)
- Project scale
- Western gateway and 30% open space planned
- Extra Territorial Jurisdiction
- Emergency service district
- Land use
- Furst Ranch program (square footages)
- Density comparison
- Argyle ISD
- Parks
- Thoroughfare plan
- Furst Ranch – The Plan
 - o Character District (CD) 1
 - Lot types
 - Working with the land
 - Coving
 - Residential elevations
 - o Character District (CD) 2 – Village Core
 - Mixed use
 - o Character District (CD) 3 – Village Neighborhood
 - o Character District (CD) 4 – Lake Front Transition

- o Character District (CD) 5 – Market
- o Character District (CD) 6 and 7 – Employment Center
- o Overall look and feel
- o Discussion topics
 - Flood plain
 - Sewer study
 - Water study
 - Phasing plan
 - Project economics
- Next steps

Ms. Perdu and Mr. Sparks gave a presentation identifying or noting:

- Mixed use and density
- Market study basics
- Study findings highlights
- Mixed use ordinance structure (Character Districts, lot types, building types, building uses)

and Mr. Dollak, Ms. Rivera, Ms. Perdu, Mr. Sparks, Mr. Furst, or Mr. Kennemer responded to questions from P & Z and Council regarding:

- Density
- Open space calculations
- Traffic signal spacing
- Density/lot size in CD1, as well as the cottages, and town homes
- Distance from Hwy 377 to CD4
- Sewer capacity
- Phasing, including park elements
- Age restricted housing
- Market assumptions
- Building types
- The Town's vision statement
- Prairie Vista district
- Mixed use and single family
- PID and TIRZ model assumptions
- Tax revenue
- Apartments – in Lantana and Harvest
- Parks, including ownership and maintenance, and private versus public parks
- Number of students (increase)
- Proposed hospital beds
- Structure of HOA and overall property maintenance
- Lessons learned from past developments (i.e. River Walk)

Council and P & Z Discussion/Feedback

There was P & Z and Council discussion and feedback regarding:

- Like:
 - o The idea of programming ball fields and would like to see a bit more generosity there
 - o Overall character districts, project, but not in the current configuration

- o Like some parts of the development, but other areas need some tweaking
- o Coving approach
- o Lots that back up to open space
- Don't like or concerns regarding:
 - o Density - The small lot sizes and setbacks (ex. Townhome product); The overall density needs to be reduced; Whether the scale and density is appropriate for area; Putting in more townhomes than what the market study called for; CD 2 too dense; 4,000 apartments is too many, and age-restricted units adds to that
 - o The project will change over time and owners may change with new request
 - o The need for assurances that they will deliver what they promise
 - o Traffic flow
 - o How some of the park space is under power lines and being considered with the calculations
- More information or interest in:
 - o Identify a location that Flower Mound can aspire to be (for comparison), and traffic needs to be a consideration
 - o Zoning for the interim holding areas needs to be discussed in detail
 - o Having the Town own the parks instead of the developer, as well as cost to maintain
 - o Interest in seeing an overall analysis of infrastructure costs
 - o Making the industrial area visually appealing from the road
 - o Bike lanes
 - o Age restricted coop product
 - o More detail on the age-restricted housing (i.e. product types and what character neighborhood they would go into)
 - o A study on crime rates in areas like Legacy, etc. to make sure the Town is preparing according
 - o Look into the need for a high-level trauma center
 - o Tasteful mix in the multi-family within the retail
 - o Think more about usable park space (not counting sidewalks)
 - o Having land for the Town to build another Community Activity Center
 - o Have school site more accessible instead of off a 3-lane road
 - o Make the Westgate entrance something really special
 - o More setbacks
 - o Side by side comparison – revenue with/without PID
 - o Share information received from Argyle ISD
 - o Come up with a viable plan to reduce residential density and work with the models to come up with the commercial square footage that matches up with the market study
 - o Get creative and redo the concept and keep a similar mix
 - o Focus more on differentiation and the transitional density of Prairie Vista
 - o Share names of companies who have shown interest
 - o Demographic overlays – who lives in mixed use developments (numbers, ages, and where they work and play)
 - o Density based on lots per acre
 - o Space set aside for a fire or police station
 - o A community garden would be nice to have at the corner (50 – 70

acres)

- General Comments:
 - o Support the project but not this rendition of it – tie it in with the Town's vision of a country atmosphere
 - o Seems more like a city within a Town and not anything like a ranch
 - o Wish hadn't taken out the 200 single family
 - o September approval date is a bit optimistic
 - o Ownership adds value
 - o Canyon Falls is a good example of what a ranch style development would look like
 - o Incorporate coving by the town homes
 - o Project is ambitious and needs some restraint
 - o Possibility of forming a committee that looks at this development from a subjective point of view and provide that feedback to Council
 - o How it's a good plan, but does the Town really need it, and is it really something people would consider a legacy

O. ADJOURN WORK SESSION

Mayor Dixon adjourned the meeting at 12:04 a.m. on Friday April 16, 2021, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

STEVE DIXON, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: April 19, 2021

FROM: Kay Wilkinson, Budget Officer

ITEM: Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2020, and ending on September 30, 2021, as adopted by Ordinance No. 27-20 and amended by Ordinance No. 37-20 and No. 09-21 for adjustments to the General Fund, Community Development Block Grant Fund, and COVID-19 Fund.

BACKGROUND INFORMATION: The attached budget amendment represents the third proposed adjustment of the FY 2020-2021 Annual Budget. According to Section 9.14 of the Town Charter, "During the fiscal year, the Town Council shall have the power to transfer funds allocated by the budget from one department to another department, and to re-estimate revenues and expenditures." Transfers such as these are presented to the Town Council throughout the fiscal year in an effort to resolve variances from the Annual Budget and reallocate resources to cover unanticipated expenditures.

In the General Fund, expenditures will increase by \$892,580 from \$70,581,380 to \$71,473,960. The Library Services department will increase by \$15,940 for an annual subscription to a software suite. This subscription will enable the Library to provide online study room booking capability for patrons, as well as event registration. It will also allow the Library to schedule use of the resources in the new Creation Lab, and provide a Library mobile app. The Fire and Emergency Services department will increase by \$26,640. The Flower Mound Fire Department was awarded a new Multi-Patient Vehicle Ambulance Bus (AMBUS) from the North Central Texas Trauma Regional Advisory Council (NCTTRAC). The Town has operated one of the original AMBUS's since 2015. The new AMBUS is currently in production with a delivery date NLT June 30, 2021. Per the agreement, the Fire Department is required to purchase mobile radios and a narcotic refrigerator at the cost of \$15,897. To make the vehicle operational with the Town's equipment and safety standards, there are also other items that the department would like to purchase. The total cost of those items is \$10,743. The Non-Departmental department will increase by \$850,000 for legal fees associated with a lawsuit settlement approved by council on April 5, 2021.

In the Community Development Block Grant Fund, revenues will increase by \$222,937 from \$331,795 to \$554,732. Expenditures will increase by \$222,937 from \$402,703 to \$625,640. Due to a calculation error, HUD reduced the Town's 2020 CDBG allocation by \$32. This budget amendment will revise the 2020 revenue and expenditure total to correct HUD's error. The Town also received \$222,969 from HUD for a second allocation of funding related to COVID-19 assistance. The Town allocated the \$222,969 to the Residential Rehabilitation Program to assist residents whose income has been affected by COVID-19.

In the COVID-19 Fund, revenues will increase by \$15,284 from \$1,068,167 to \$1,083,451. Expenditures will increase by \$15,284 from \$1,068,167 to \$1,083,451. The Town held a few COVID-19 vaccine clinics. FEMA reimbursed the Town for the cost of the vaccine clinics.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT:

Proposed Revenue:		Account Number(s):
\$	222,937	Fund 361 Community Development Block Grant
	15,284	Fund 378 COVID-19 Fund
\$	238,221	

Proposed Expenditure/ (Revenue):		Account Number(s):
\$	892,580	Fund 100 General Fund
	222,937	Fund 361 Community Development Block Grant
	15,284	Fund 378 COVID-19 Fund
\$	1,130,801	

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

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

ATTACHMENTS:

1. Ordinance

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

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2020, AND ENDING ON SEPTEMBER 30, 2021, AS ADOPTED BY ORDINANCE NO. 27-20 AND AMENDED BY ORDINANCE NO. 37-20 AND NO. 09-21, BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL FUND, COMMUNITY DEVELOPMENT BLOCK GRANT FUND, AND COVID-19 FUND; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Flower Mound, Texas ("Town Council") has heretofore adopted its Annual Budget for the fiscal year beginning on October 1, 2020, and ending on September 30, 2021; and,

WHEREAS, said Annual Budget was adopted by Ordinance No. 27-20 on September 21, 2020 and amended by Ordinance 37-20 on December 7, 2020 and by Ordinance 09-21 on March 1, 2021; and,

WHEREAS, after approval of said Annual Budget, unexpected needs have arisen which require amendment of the Annual Budget; and,

WHEREAS, Section 102.010 of the Local Government Code allows the Town to make changes to the budget for municipal reasons;

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

SECTION 1

All of the above premises are hereby found to be true and correct factual and legislative determinations of the Town of Flower Mound and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2

The Annual Budget of the Town of Flower Mound, Texas, for the fiscal year beginning on October 1, 2020, and ending on September 30, 2021, as heretofore adopted by Ordinance No. 27-20 and amended by Ordinance No. 37-20 and Ordinance No. 09-21, is hereby amended to provide for adjustments to the General Fund, Community Development Block Grant Fund, and COVID-19 Fund, as shown in Exhibit "A," attached hereto and incorporated herein, and expenditures for said fiscal year shall be made in accordance with said Annual Budget, as amended.

ORDINANCE NO. _____

PAGE 2

SECTION 3

The expenditures and amendments authorized by this Ordinance are necessary to meet unusual and/or unforeseen conditions or circumstances that could not have been included in the original budget through the use of reasonably diligent thought and attention.

SECTION 4

A true and correct copy of this ordinance showing the approved budget amendments shall be filed with the Town Secretary and in the office of the County Clerk as required by Section 102.009 of the Local Government Code.

SECTION 5

All ordinances, orders or resolutions heretofore passed and adopted by the Town Council of the Town of Flower Mound, Texas, are hereby repealed to the extent that said ordinances, orders or resolutions, or parts thereof, are in conflict herewith.

SECTION 6

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

SECTION 7

This Ordinance shall take effect and be in full force from and after its passage and adoption.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS 19th DAY OF APRIL, 2021.

APPROVED:

Steve Dixon, MAYOR**ATTEST:**

Theresa Scott, TOWN SECRETARY

ORDINANCE NO. _____

PAGE 3

**Town of Flower Mound
Amended Budget
Fiscal Year 2020-2021**

REASON FOR ADJUSTING THE GENERAL FUND APPROPRIATION:

The General Fund expenditures will increase by \$892,580 from \$70,581,380 to \$71,473,960. The Library Services department will increase by \$15,940 for an annual subscription to a software suite. This subscription will enable the Library to provide online study room booking capability for patrons, as well as event registration. It will also allow the Library to schedule use of the resources in the new Creation Lab, and provide a Library mobile app. The Fire and Emergency Services department will increase by \$26,640. The Flower Mound Fire Department was awarded a new Multi-Patient Vehicle Ambulance Bus (AMBUS) from the North Central Texas Trauma Regional Advisory Council (NCTTRAC). The Town has operated one of the original AMBUS's since 2015. The new AMBUS is currently in production with a delivery date NLT June 30, 2021. Per the agreement, the Fire Department is required to purchase mobile radios and a narcotic refrigerator at the cost of \$15,897. To make the vehicle operational with the Town's equipment and safety standards, there are also other items that the department would like to purchase. The total cost of those items is \$10,743. The Non-Departmental department will increase by \$850,000 for legal fees associated with a lawsuit settlement approved by council on April 5, 2021.

General Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Expenditures:				
Town Manager's Office	\$ 2,276,335	\$ 2,300,332	\$ 2,300,332	\$ -
Legislative Services	507,083	511,399	511,399	-
Development Services	2,127,616	2,164,753	2,164,753	-
Parks and Recreation Services	8,416,848	8,470,673	8,470,673	-
Library Services	1,921,013	1,936,911	1,952,851	15,940
Police Services	15,932,146	16,159,951	16,159,951	-
Financial Services	3,791,407	3,971,489	3,971,489	-
Administrative Services	5,617,102	5,931,556	5,931,556	-
Fire and Emergency Services	15,484,160	15,755,775	15,782,415	26,640
Communications	702,573	709,681	709,681	-
Non-Departmental Services	4,360,507	5,160,507	6,010,507	850,000
Public Works	5,846,993	5,978,673	5,978,673	-
Environmental Services	1,516,248	1,529,679	1,529,679	-
Total	\$ 68,500,031	\$ 70,581,380	\$ 71,473,960	\$ 892,580

**Town of Flower Mound
Amended Budget
Fiscal Year 2020-2021**

**REASON FOR ADJUSTING THE COMMUNITY DEVELOPMENT BLOCK GRANT FUND
APPROPRIATION:**

In the Community Development Block Grant Fund, revenues will increase by \$222,937 from \$331,795 to \$554,732. Expenditures will increase by \$222,937 from \$402,703 to \$625,640. Due to a calculation error, HUD reduced the Town's 2020 CDBG allocation by \$32. This budget amendment will revise the 2020 revenue and expenditure total to correct HUD's error. The Town also received \$222,969 from HUD for a second allocation of funding related to COVID-19 assistance. The Town allocated the \$222,969 to the Residential Rehabilitation Program to assist residents whose income has been affected by COVID-19.

<u>Community Development Block Grant Fund</u>	<u>Original Budget</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>Increase / (Decrease)</u>
Revenues:				
Intergovernmental Revenue	\$ 211,786	\$ 331,795	\$ 554,732	\$ 222,937
Total	\$ 211,786	\$ 331,795	\$ 554,732	\$ 222,937
Expenditures:				
2018 CDBG Grant	\$ -	\$ 14,192	\$ 14,192	\$ -
2019 CDBG Grant	-	176,725	399,694	222,969
2020 CDBG Grant	211,786	211,786	211,754	(32)
Total	\$ 211,786	\$ 402,703	\$ 625,640	\$ 222,937

REASON FOR ADJUSTING THE COVID-19 FUND APPROPRIATION:

In the COVID-19 Fund, revenues will increase by \$15,284 from \$1,068,167 to \$1,083,451. Expenditures will increase by \$15,284 from \$1,068,167 to \$1,083,451. The Town held a few COVID-19 vaccine clinics. FEMA reimbursed the Town for the cost of the vaccine clinics.

<u>COVID-19 Fund</u>	<u>Original Budget</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>Increase / (Decrease)</u>
Revenues:				
Intergovernmental Revenue	\$ -	\$ 1,068,167	\$ 1,083,451	\$ 15,284
Total	\$ -	\$ 1,068,167	\$ 1,083,451	\$ 15,284
Expenditures:				
FEMA Grants	\$ -	\$ -	\$ 15,284	\$ 15,284
Denton County Interlocal	-	1,063,880	1,063,880	-
US Gov't Funds	-	3,124	3,124	-
Office of the Governor Funds	-	1,163	1,163	-
Total	\$ -	\$ 1,068,167	\$ 1,083,451	\$ 15,284



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: April 19, 2021

FROM: JP Walton, Interim Director of Economic Development/Assistant to the Town Manager

ITEM: **Consider postponement to the May 17, 2021 Town Council meeting of a Chapter 380 and Tax Abatement Agreement with Niagara Conservation, Inc. (aka Deus, LLC), at 300 Old Gerault Road, for the economic development of Flower Mound, and authorization for the Mayor to execute same on behalf of Town. (The Town Council postponed this item at its December 7, 2020, and January 4, February 1, March 1, and April 5, 2021, meetings.)**

BACKGROUND INFORMATION: Staff requests to postpone this item until the May 17 Town Council meeting. The item was postponed at the March 1st and April 5th Town Council meetings pending the applicant's ability to obtain written confirmation from the HOA regarding fence construction as discussed. The applicant is currently in negotiations with the HOA to install the requested fence and additional screening on HOA property. At this time, staff has not received written confirmation from the HOA and requests that this item be postponed in order to ensure Council direction from the March 1st meeting is addressed. Once the HOA confirmation is received, the installation of the fence and additional screening will be included in the agreement as an owner obligation and will be accompanied by a timing requirement for completion.

The subject request relates to the proposed Tax Abatement and Chapter 380 Agreement between the Town and Niagara Conservation, Inc. (aka Deus, LLC). Niagara Conservation proposes to make an approximately \$12+ million capital investment in the land and construction of a 127,810 square foot office, warehouse, and distribution facility, as well as related site improvements on 7.59 acres at 300 Old Gerault Road. The site is generally located at the northeast corner of Old Gerault and Enterprise Roads, on an unimproved portion of Old Gerault Road in the Lakeside Business District. The facility will be owned and occupied by Niagara, serving as the company's corporate headquarters, with staff relocating from Niagara's current leased space in Suite 450 at 1200 Lakeside Parkway and their current offices in New Jersey. Niagara has been a Flower Mound resident since 2014 but has been in existence since 1977. The facility is expected to employ approximately 70+ individuals.

Niagara Conservation is one of the leading manufacturers and wholesalers of water and energy conservation products in the world. The company offers toilet tanks and bowls under the Niagara flapperless brand, providing also showerheads, low-flow aerators, compact fluorescent lamps, water-, energy- and gas-efficient conservation kits and various weatherization products. The company has explored various real estate options in the area, with the desire to remain in Flower Mound, but found limited options. The identification of this site was ideal, as it allows the company to construct a facility according to their specific needs, and is near their current operations, which will aid in employee retention and limit the disruption due to the relocation.

The subject property at 300 Old Gerault Road has attracted several interested parties over the years, including a truck rental facility, construction storage yard, mini-storage, speculative industrial, co-working and daycare, religious institutions, and now Niagara Conservation. On the surface, the site is of interest to many users, but contains significant development obstacles, which has caused most to walk away. The site is an irregular shape, has topography issues, requires construction of a large retaining wall along the rear of the site, possesses uncertainty surrounding the presence and potential burial of the overhead powerlines and poles, contains a number of trees requiring mitigation, requires construction of Old Gerault with its development, includes an existing home to be demolished that possesses asbestos, and the land requires environmental remediation due to oil contamination.

Niagara Conservation has requested incentive assistance in order to offset the extraordinary costs associated with developing the subject site, which are estimated at well over \$750,000.

On August 17, 2020, and September 9, 2020, Town Council met in Closed Session to discuss Niagara's incentive request. Most recently, on November 9, 2020, Planning & Zoning Commission recommended approval of the rezoning of the property from (A) Agricultural Zoning to (PD #179) Planned Development with Campus Industrial uses.

The proposed Tax Abatement and Chapter 380 Agreement provides for an 8-year, 75% real property tax abatement (total estimated savings \$193,249), a grant equal to 75% of impact fees (\$62,250 in savings), and a building permit fee waiver (\$107,348). A 10-year cost-benefit analysis indicates a total cost to the Town of \$362,847, providing a minimum net benefit of \$446,260. The payback period to the Town is approximately 8 years; however, the applicant and staff's estimates related to estimated values are extremely conservative, which will likely result in a reduced payback period. A secondary cost-benefit analysis was also conducted, which considers additional factors, such as anticipated purchases at the site, hotel stays for visitors to the site, spin-off jobs as a result of the additional business activity, additional sales tax generated as a result employee purchases, and the cost of needed government services. When factoring in these additional estimated revenues and expenses for the Town, the secondary cost-benefit analysis indicates a payback period of 6 years, resulting in a 10-year net benefit to the Town of \$462,063.

In accordance with Section 312.207 of the Texas Tax Code, on November 28, 2020, notice of the subject public hearing was posted on the Town's bulletin board and on the Town's website.

Town Council moved to postpone this item by a vote of 4 to 1 at its December 7, 2020, meeting. At the January 4 meeting the applicant requested to be postponed until February 1, 2021, and Town Council moved to postpone the item by a vote of 4 to 1. At the February 1st meeting the applicant requested to be postponed until February 15, 2021, and Town Council moved to postpone the item by a vote of 4 to 1. At the March 1st meeting Town Council moved to postpone the item until the April 5, 2021 Town Council meeting, pending the applicant's ability to obtain written confirmation from the HOA regarding the fence construction as discussed. At the April 5th meeting, staff requested, and Town Council moved to postpone the item to the April 19th Town Council meeting in order for the applicant to obtain written confirmation from the HOA, as requested by Town Council at the March 1st meeting.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: One-time grant equal to 75% of assessed impact fees.

Proposed Expenditure/(Revenue):	Account Number:
\$62,250	100-600-57000-5320

Finance Review by: Debra Wallace, Interim 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:

1. Tax Abatement & Chapter 380 Agreement
2. Cost-Benefit Analysis and Summary

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

**TAX ABATEMENT AND CHAPTER 380 AGREEMENT
BETWEEN
THE TOWN OF FLOWER MOUND &
DEUS, LLC
(NIAGARA CONSERVATION)**

This Tax Abatement and Chapter 380 Agreement ("**Agreement**") is made and entered into by and between the Town of Flower Mound, Texas ("**Town**") and Deus, LLC., a Texas limited liability company ("**Owner**"). Town and Owner may sometimes hereafter be referred to individually as a "**Party**" or collectively as the "**Parties**."

WITNESSETH:

WHEREAS, on or about December 17, 2007, the Town adopted Resolution No. 37-07 electing to become eligible to participate in tax abatement agreements, in accordance with Section 312.002(a) of the Texas Tax Code; and

WHEREAS, the Town also adopted and/or reaffirmed tax abatement guidelines and criteria, in accordance with Section 312.002 of the Texas Tax Code (hereinafter referred to as the "**Town's Tax Abatement Guidelines and Criteria**"); and

WHEREAS, the Town's Tax Abatement Guidelines and Criteria constitute appropriate guidelines and criteria governing tax abatement agreements to be entered into by the Town, as contemplated by Chapter 312 of the Texas Tax Code, as amended; and

WHEREAS, on or about March 1, 2021, the Town Council of the Town of Flower Mound, Texas, adopted Ordinance No. ____ establishing a Tax Abatement Reinvestment Zone ("**Zone**") in the Town of Flower Mound, Texas, for commercial-office tax abatement, as authorized by the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code; and

WHEREAS, the Owner owns the real property located within the Zone and seeks to receive incentives from the Town, including tax abatement; and

WHEREAS, this abatement of real property taxes will maintain and enhance the economic and employment base of the Town, thereby benefiting the Town, in accordance with the Tax Abatement Guidelines and Criteria and the Property Redevelopment and Tax Abatement Act; and

WHEREAS, the Town Council of the Town of Flower Mound, Texas, finds that the contemplated use of the real property, and the Improvements to the Real Property as set forth in this Agreement, and the other terms hereof are consistent with encouraging continued reinvestment within the Zone in the Town of Flower Mound, Texas, in accordance with the purposes for its creation, and are in compliance with the Town's Tax Abatement Guidelines and Criteria, and Chapter 312 of the Texas Tax Code; and

WHEREAS, the Owner acknowledges and agrees that the tax abatements granted by this Agreement are contingent upon its compliance with this Agreement in accordance with the terms and conditions set forth herein; and

WHEREAS, the Town also desires to provide incentives to the Owner pursuant to Chapter 380 of the Texas Local Government Code to locate an office-warehouse building in the Town; and

WHEREAS, the Town has concluded and hereby finds that this Agreement promotes economic development in the Town of Flower Mound, Texas, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution, by assisting in the development and diversification of the economy of the State and Town, by eliminating unemployment or underemployment in the State and Town, and enhancing business and commercial activity within the State and Town; and

WHEREAS, the Town finds that it is in the public interest to provide the tax abatement and 380 agreement.

NOW THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

The following words shall have the following meanings when used in this Agreement:

The terms “Agreement”, “Town”, “Owner”, “Parties”, “Party”, “Zone”, and “Town’s Tax Abatement Guidelines and Criteria” shall have the meanings provided above.

“Affiliate” means any person or entity which directly or indirectly controls, is controlled by or is under common control with Owner, during the term of such control. A person or entity will be deemed to be "controlled" by any other person or entity if such other person or entity (a) possesses, directly or indirectly, power to direct or cause the direction of the management of such person or entity whether by contract or otherwise; (b) has direct or indirect ownership of at least fifty percent (50%) of the voting power of all outstanding shares entitled to vote at a general election of directors of the person or entity; or (c) has direct or indirect ownership of at least fifty percent (50%) of the equity interests in the entity. Notwithstanding the foregoing, the term “Affiliate” includes Niagara Conservation Corp. (“Niagara”) and any Affiliate of Niagara.

“Base Year Tax Value” means the assessed value of the Real Property (land only) according to the Tarrant Appraisal District as of January 1, 2021.

“Capital Investment” means the actual costs attributable to the construction of the Improvements and related infrastructure, including the actual construction costs of all buildings, site preparation, structures, infrastructure, utilities, landscaping and on-site improvements, including labor and materials, engineering costs, surveying costs, fees of consultants, permit and

inspection fees. It does not include insurance costs, marketing costs, or any interest paid to finance the cost of Capital Investment.

“Certificate of Occupancy” means the document issued by the Town to Owner certifying the Improvements’ compliance with applicable building codes and other laws, and indicating it to be in a condition suitable for occupation.

“Effective Date” shall mean the last date this Agreement is executed by the Parties.

“Expiration Date” shall mean the 10th anniversary date of the date Owner receives a Certificate of Occupancy for the Improvements, unless sooner terminated as provided herein.

“Event of Bankruptcy or Insolvency” means the dissolution or termination of a Party’s existence as a going business, appointment of receiver for any part of such Party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“First Year of Abatement” shall mean January 1 of the calendar year immediately following the date Owner receives a Certificate of Occupancy for the Improvements.

“Force Majeure” means any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the Party), fires, explosions, floods, strikes, slowdowns or work stoppages.

“Impact Fee Grant” means the grant from the Town in an amount equal to 75% of the Town impact fees (water, wastewater, and roadway) paid by Owner and received by the Town, which are attributable to the construction of the Improvements.

“Impositions” means all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or company governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Owner or any property or any business owned by the Owner within the Town.

“Improvements” means the one-story, approximately 127,810 square foot office-warehouse building identified on Exhibits “A” and “B” and other ancillary improvements such as reasonably required parking and landscaping more fully described in the submittals filed by Owner with the Town, and to be constructed upon the Real Property.

“Payment Request” means a written request from Owner to Town for payment of the Impact Fee Grant, which request shall be accompanied by evidence reasonably satisfactory to Town to establish that Owner is in compliance with this Agreement. The Payment Request must be submitted in accordance with the notice provisions of this Agreement.

“Person” means an individual, a corporation, partnership, limited liability company, association, trust, or other legal entity or organization.

“Real Property” means the approximately 7.59-acre tract of land located at 300 Old Gerault Road, generally at the northeast corner of Old Gerault and Enterprise Road, Town of Flower Mound, Texas, and as depicted on the attached Exhibit “A” and more particularly described by metes and bounds description on the attached Exhibit “C”.

“Related Agreement” means any agreement (other than this Agreement) by and between Town and Owner.

“Taxable Value” shall mean the appraised value of the Improvements as certified by the Tarrant Appraisal District, or its successor, for a given year.

“Term” shall have the meaning assigned to such term in Section 2.2.

ARTICLE 2 PROGRAM AND TERM

2.1 Program. A program authorized under Chapter 380 of the Texas Local Government Code is hereby established to bring the Owner and the Improvements to the Town. The terms of this Agreement shall implement the program.

2.2 Term. The Term of this Agreement will commence on the Effective Date and will continue until the Expiration Date, unless sooner terminated as provided herein.

ARTICLE 3 OWNER OBLIGATIONS

As consideration for the tax abatements, Impact Fee Grant, and waiver of fees by Town, the Owner agrees and covenants as follows:

3.1 Construction of Improvements. Owner agrees to design and construct, or cause to be designed and constructed, the Improvements. Owner must: (i) submit a full and complete building permit application for construction of the Improvements, as deemed acceptable by the Town, no later than September 1, 2021; (ii) receive all necessary permits permitting construction of the Improvements from all applicable governmental authorities no later than January 1, 2022; and (iii) subject to events of Force Majeure, receive a Certificate of Occupancy for the Improvements on or before June 1, 2023.

3.2 Capital Investment. Owner agrees to make a Capital Investment of at least \$7,000,000 million. In addition, Owner agrees to provide Town with documentation evidencing a minimum Capital Investment of \$7,000,000 no later than ninety (90) days from the date the Owner receives a Certificate of Occupancy for the Improvements. Such documentation must be in a form

reasonably acceptable to Town, and must contain a breakdown of costs paid by Owner and proof of payment in the form of contractor and/or subcontractor paid invoices and receipts.

3.3 Compliance with Laws. Owner agrees to construct the Improvements in accordance with the site plan attached hereto as Exhibit “A”, the elevations and materials shown on the attached Exhibit “B”, and all applicable federal, state and local laws, codes, and regulations (or valid waivers thereof).

3.4 Tenancy. Owner agrees that Owner or an Affiliate will continuously operate an office, warehouse, and distribution operation within the Improvements beginning on the date the Owner or Affiliate receives a Certificate of Occupancy for the Improvements and continuing thereafter throughout the Term of this Agreement.

3.5 Good Standing. Owner shall not have an uncured breach or default of this Agreement or a Related Agreement.

3.6 Audit. Owner shall grant access to Town, or such other persons or entities designated by Town for the purposes of inspecting, at Owner’s office, during Owner’s normal business hours, paper and electronic records, books, documents, tangible accounting procedures, tangible practices or any other items related to Owner’s performance of this Agreement (“**Owner Records**”), provided that Town has provided five (5) business days prior notice, and Town or its representatives shall not unduly disrupt Owner’s operations. The foregoing notwithstanding, all records, books, documents, accounting procedures, practices or any other items relevant to the performance of this Agreement shall be subject to examination or audit by Town, or such other persons or entities designated by Town in accordance with state and federal laws, regulations or directives applicable to Owner’s performance of this Agreement. Town agrees, to the extent allowed by law, to maintain the confidentiality of the Owner Records. The Parties acknowledge that the Texas Public Information Act, Texas Government Code, Section 552.001 et seq. (“**Act**”) requires that public records must be promptly disclosed by the Town upon request unless specifically exempted from disclosure. If compelled by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or public records request (including under the Act or any Town ordinance, resolution or regulation implementing the Act), or similar processes, to disclose any of the Owner Records, the Town, as appropriate, shall use its best efforts to immediately provide Owner with prompt notice. Notwithstanding any term in this Agreement to the contrary, the Town’s disclosure of Owner Records in compliance with a court order or an opinion from the Attorney General of Texas will not be considered a default or breach of this Agreement.

ARTICLE 4 TOWN OBLIGATIONS

Subject to Owner’s continued satisfaction of its obligations as required by this Agreement, and subject to the provisions of this Article, Town will be obligated to do the following:

4.1 Tax Abatement.

(a) Subject to the terms and conditions of this Agreement, Town hereby grants Owner

an abatement of seventy-five percent (75%) of the Taxable Value of the Improvements constructed upon the Real Property for a period of eight (8) consecutive years, beginning with the First Year of Abatement. The actual percentage of Taxable Value of the Real Property subject to abatement for each year this Agreement is in effect will apply only to the portion of the Taxable Value of the Improvements that exceeds the Base Year Tax Value.

(b) The Real Property and Improvements are not in an improvement project financed by tax increment bonds.

(c) This Agreement is entered into subject to the rights of the holders of outstanding bonds of the Town.

(d) The Real Property is not owned or leased by any member of the Town's Town Council or any member of the Town's Planning and Zoning Commission.

(e) Owner shall, before May 1 of each calendar year that the Agreement is in effect, certify in writing to the Town that it is in compliance with each term of the Agreement.

(f) The Real Property and the Improvements constructed thereon at all times shall be used in the manner (i) that is consistent with the Town's Comprehensive Zoning Ordinance and all other Town development and building regulations, as amended or otherwise specified in this Agreement, and (ii) that, during the period taxes are abated hereunder, is consistent with the general purposes of encouraging development or redevelopment of the Zone.

(g) It shall be the responsibility of the Owner to file an annual exemption application form for the Real Property with the Tarrant Appraisal District. A copy of the respective exemption application shall be submitted to the Town upon request.

(h) Upon the receipt of reasonable notice, Owner will provide access to and authorize inspection of the Real Property and Improvements by Town employees to ensure that the Improvements are made according to the specifications and conditions of this Agreement.

4.2 Impact Fee Grant. The Town agrees to pay Owner the Impact Fee Grant within forty-five (45) days after: (i) the Owner receives a Certificate of Occupancy for the Improvements; and (ii) the Town's receipt of a Payment Request.

4.3 Permit Fee Waiver. The Town agrees to waive the following permit and related fees for construction of the Improvements: building permit fees, electrical permit fees, mechanical permit fees, plumbing permit fees, plan review fees, development permit fees, engineering inspection fees, and lighting plan review fees. Any fees not referenced herein as being waived are specifically deemed not to be waived by the Town.

ARTICLE 5 TERMINATION; REPAYMENT; OFFSET

5.1 Termination. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following:

- (a) by mutual written agreement of the Parties;
- (b) upon written notice by either Owner or Town, if the other Party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;
- (c) upon written notice by Town, if any Impositions owed to Town or the State of Texas by Owner shall have become delinquent (provided, however, Owner retains the right to timely and properly protest and contest any such taxes or Impositions);
- (d) upon written notice by Town, if Owner suffers an Event of Bankruptcy or Insolvency; or
- (e) upon written notice by Owner or Town, if any subsequent Federal or State legislation or any final non-appealable judgment of a court of competent jurisdiction declares or renders this Agreement invalid, illegal, or unenforceable.

5.2 Repayment.

(a) Owner Repayment. In the event this Agreement is terminated by Town pursuant to Section 5.1 (b), (c), or (d), Owner shall within thirty (30) days of termination refund to Town: (i) an amount equal to the amount of the Impact Fee Grant and all fee waivers that have been provided by Town to Owner prior to the date of such termination, plus interest at the rate of interest periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by Town) as its prime or base commercial lending rate, accruing from the Effective Date until paid; and (ii) all real property taxes abated under this Agreement.

(b) Additional Remedies. Upon termination of this Agreement by Town, all taxes abated as a result of this Agreement shall become a debt to the Town as liquidated damages, and shall become due and payable not later than thirty (30) days after a notice of termination is provided. The Parties acknowledge that actual damages in the event of default would be speculative and difficult to determine. The Town shall have all remedies for the collection of the abated tax provided in the Texas Tax Code for the collection of delinquent property tax. The Town at its sole discretion has the option to provide a repayment schedule. The liquidated damages shall constitute a tax lien against the Real

Property. Further, the liquidated damages shall incur penalties and interest as provided for delinquent taxes in the Texas Tax Code and shall commence to accrue after expiration of the thirty (30) day payment period.

(c) Survival of Repayment Obligations. The repayment obligations of Owner set forth in this Section 5.2 shall survive termination of this Agreement.

5.3 Offsets. Town may, at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to Town from Owner, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement or otherwise, and regardless of whether or not the debt due Town has been reduced to judgment by a court.

ARTICLE 6 MISCELLANEOUS

6.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and assigns of the Parties.

6.2 Limitation on Liability. It is understood and agreed between the Parties that Owner, in satisfying the conditions of this Agreement, is deemed to have acted independently, and Town assumes no responsibilities or liabilities to third parties in connection with these actions.

6.3 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

6.4 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.5 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter if sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below (or such other address as such Party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for Town, to:

Town of Flower Mound, Texas
Attn: Economic Development Director
2121 Cross Timbers Rd.
Flower Mound, TX 75028

With a copy to:

Flower Mound Town Attorney
Taylor, Olson, Adkins, Sralla & Elam, LLP
6000 Western Place, Suite 200
Fort Worth, Texas 76107

If intended for Owner, to:

Niagara Conservation
Attn: Kyle Cutler

1200 Lakeside Parkway, #450
Flower Mound, TX 75028
RE: TA & Ch 380 Agrmnt.-Flower
Mound/Niagara/Deus

With a copy to:

Brown Moskowitz & Kallen, PC
180 River Road
Summit, New Jersey 07901
Attention: Keith E. Marlowe, Esq.

6.6 Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any exhibits attached hereto.

6.7 Governing Law. The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement. Mandatory and exclusive venue for any action concerning this Agreement must be in a court of competent jurisdiction in Tarrant County, Texas

6.8 Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

6.9 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and the balance of this Agreement will be deemed enforceable and must be read as if the Parties intended at all times to delete said invalid, illegal, or unenforceable provisions.

6.10 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.11 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.12 Successors and Assigns. Except for an assignment to an Affiliate of Owner, this Agreement may not be assigned without the prior written consent of the Town.

6.13 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination for such period of time. All other representations, warranties, covenants, and obligations shall expire.

6.14 Limitation of Damages. The Parties agree that no Party will be liable to the other under this Agreement for indirect, special, consequential damages (including lost profits), or exemplary damages.

6.15 Legislative or Judicial Changes. In the event of any legislative or judicial interpretation that limits or restricts Town's ability to pay the Impact Fee Grant, abate taxes, or otherwise extracts or imposes any penalty or other restriction upon the payment of the Impact Fee Grant or abatement of taxes, such payment and abatements will cease as of the effective date of such limitation or restriction and be of no further force, effect, or consequence in which event Town shall be under no further obligation to Owner as of the effective date of such limitation or restriction and Owner shall not be obligated to repay or compensate Town for any prior benefits provided to Owner, unless required to do so by law or court order. Town shall not take any action to seek a legislative interpretation or file an original petition in any action seeking a judicial interpretation which would limit or restrict Town's ability to pay the Impact Fee Grant, abate taxes, or otherwise extract or impose any penalty or other restriction upon the payment of the Impact Fee Grant or abatement of taxes. In any suit brought by a person not a Party to this Agreement, Owner shall have a reasonable time period to appeal any such judicial interpretation at its sole cost and expense and Town shall reasonably cooperate with any such appeals; provided, however, that Town is not obligated to become a party in any suit or expend any funds in cooperating with Owner.

6.16 Undocumented Workers. Owner certifies that Owner and its branches, divisions and departments, do not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Owner or any of their branches, divisions or departments is convicted of a violation under 8 U.S.C. § 1324a(f), Owner shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date Town notifies Owner of the violation.

6.17 Governmental Function. The Parties agree that this Agreement concerns tax collection and serves the public purpose of contributing to the retention or expansion of primary employment or to attraction of major investment in the Zone that would be a benefit to the Real Property. The Parties further agree this Agreement serves the public purpose of assisting in the development and diversification of the economy of the Town and the State of Texas, eliminating unemployment or underemployment of the State, and developing and expanding commerce in the State, and is for all purposes a governmental function of Town for the benefit of the citizens of Town and the State of Texas. The Parties further agree that this Agreement is entered into for the purpose of carrying out governmental functions which are enjoined on the Town by law and given to it by the State of Texas as part of the State's sovereignty.

6.18 Attorney's Fees. If either Party employs an attorney or attorneys to enforce any of the provisions hereof, or to recover damages for the breach of this Agreement, the non-prevailing Party in any final judgment or award agrees to pay the other Party all reasonable costs, charges and expenses, including reasonable attorneys' fees and costs of court, expended or incurred in connection therewith.

Notary Public, State of Texas

EXHIBIT “A”

Site Plan

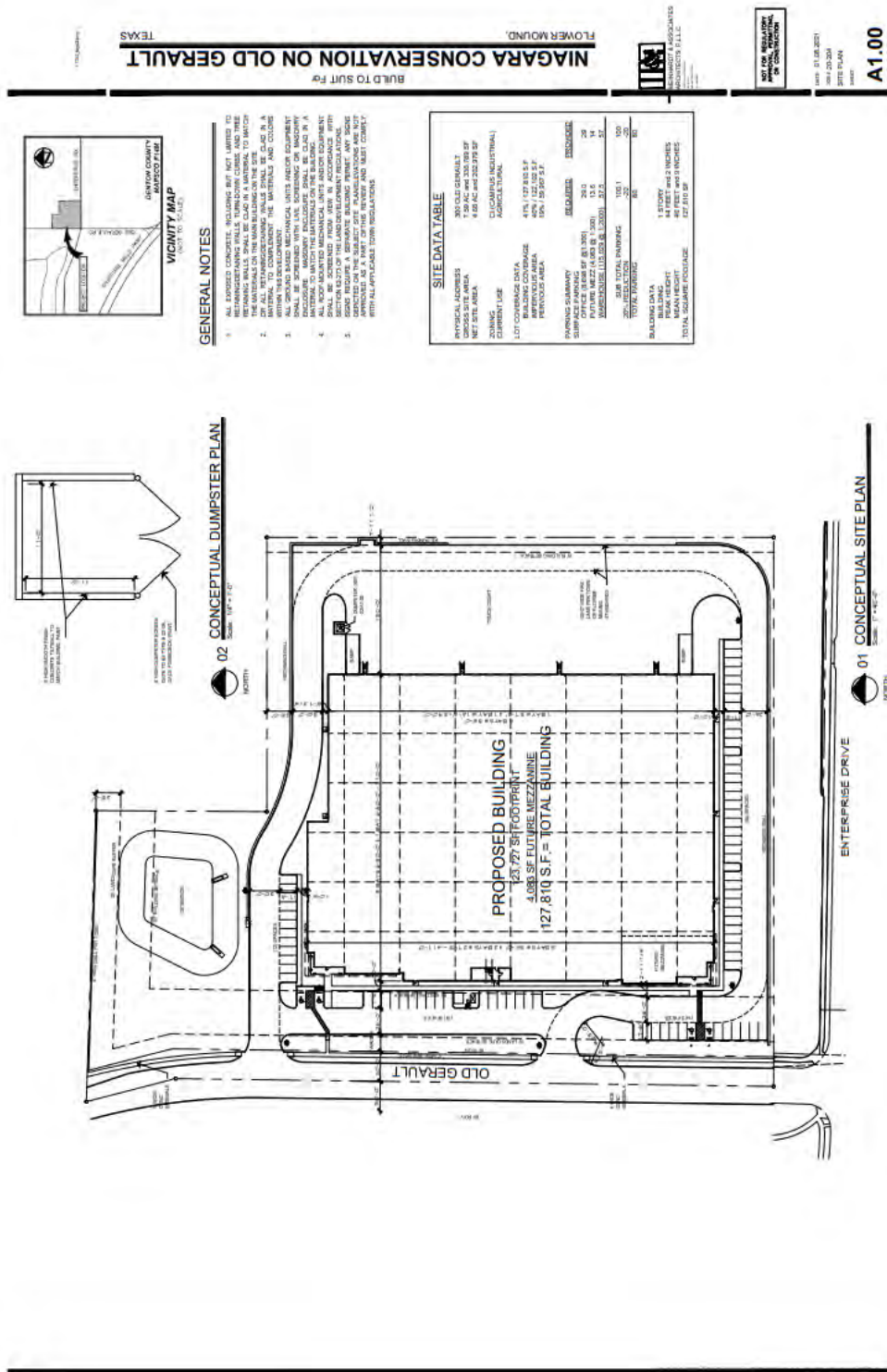


EXHIBIT “B”

Building Elevations

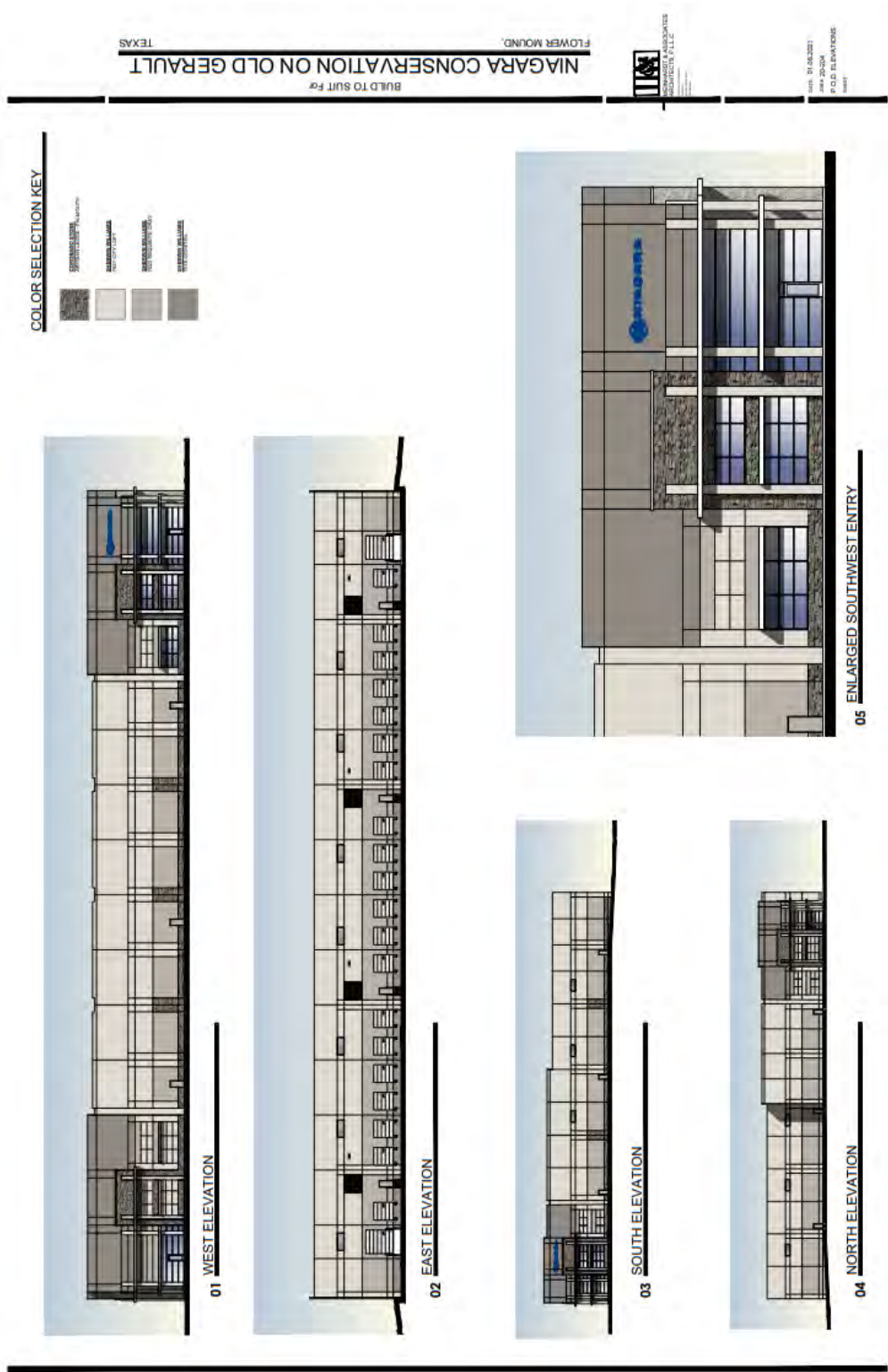


EXHIBIT "C"

Legal Description

DESCRIPTION, of a 7.594 acre tract of land situated in the J. Turner Survey, Abstract No. 1251, Denton County, Texas; said tract being all of that certain tract of land described in Warranty Deed to Robert C. Douglas & Patricia Ann Douglas recorded in Volume 456, Page 343 of the Deed Records of Denton County, Texas; said 7.594 acre tract being more particularly described as follows:

BEGINNING, at a 5/8-inch iron rod with "A.R.S." cap set for corner in Old Gerault Road (a variable width right-of-way);, said point being the northwest corner of said Old Gerault Road as dedicated by plat recorded in Cabinet U, Page 484 of the Plat Records of Denton County, Texas;

THENCE, North 00 degrees, 51 minutes, 35 seconds West, along the approximate centerline of said Old Gerault Road, a distance of 603.83 feet to a 5/8-inch iron rod with "A.R.S." cap set for corner;

THENCE, North 16 degrees, 06 minutes, 35 seconds West, continuing along the said approximate centerline of said Old Gerault Road a distance of 93.03 feet to a 5/8-inch iron rod with "A.R.S." cap set for corner; said point being the southwest corner of that certain tract of land described in Warranty Deed to YO-KO LLC recorded in Instrument No. D215290774 of the Official Public Records of Denton County, Texas;

THENCE, South 89 degrees, 44 minutes, 44 seconds East, departing the said centerline of Old Gerault Road and along the south line of said YO-KO LLC tract, a distance of 293.99 feet to a 1/2-inch iron rod found for corner; said point being the southeast corner of said YO-KO LLC tract and being in the west line of Lot 7X, Block A of the lakeside Ranch Business Park Addition, an addition to the Town of Flower Mound, Texas recorded in Cabinet X, Page 78 of said Plat Records;

THENCE, South 01 degrees, 14 minutes, 44 seconds East, along the said west line of Lot 7X, a distance of 172.65 feet to a 5/8-inch iron rod found for corner at the southwest corner of said Lot 7X;

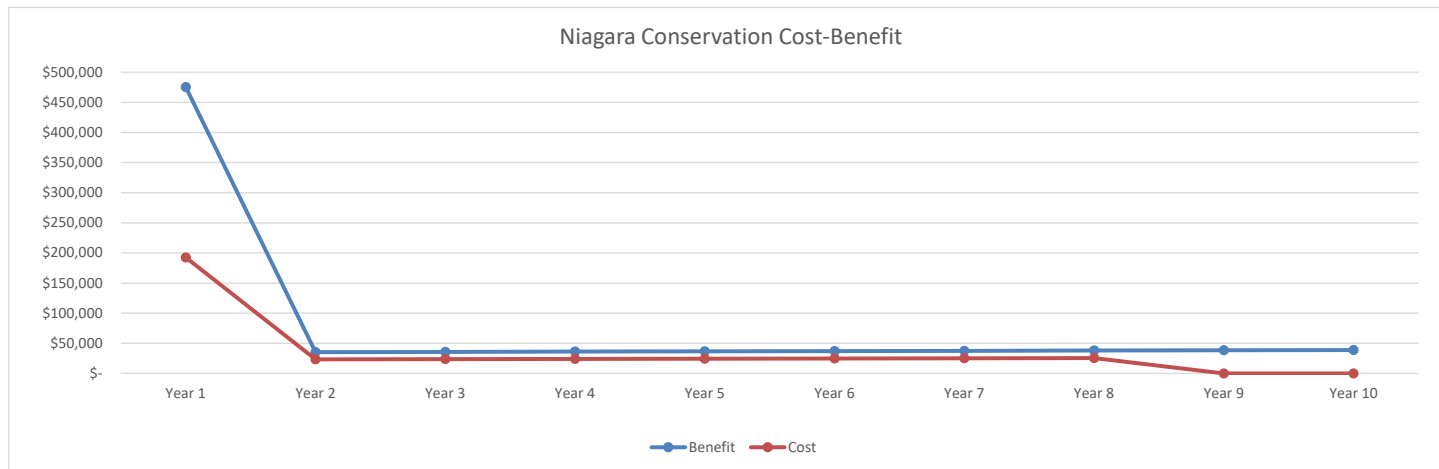
THENCE, North 88 degrees, 23 minutes, 25 seconds East, along the south line of said Lot 7X, a distance of 276.97 feet to a 1-inch pipe found for corner at the northernmost northwesterly corner of Lot 1R, Block A of Lakeside Trade Center, an addition to the Town of Flower Mound, Texas recorded in Cabinet V, Page 843 of said Plat Records;

THENCE, South 01 degrees, 36 minutes, 35 seconds East, departing the said south line of Lot 7X and along the west line of said Lot 1R, a distance of 511.64 feet to a 5/8-inch iron rod with "A.R.S." cap set for corner; said point being an ell corner of said Lot 1R;

THENCE, South 88 degrees, 23 minutes, 25 seconds West, a north line of said Lot 1R, passing at a distance of 520.67 feet, the westernmost northwest corner of said Lot 1R, continuing for a total distance of 554.32 feet to the POINT OF BEGINNING;

CONTAINING: 330,798 square feet or 7.594 acres of land, more or less.

Niagara Incentive												
Benefit		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
+1.5% rate	Real Property Value (75% of cap inv.)	\$ 7,000,000	\$ 7,105,000	\$ 7,211,575	\$ 7,319,749	\$ 7,429,545	\$ 7,540,988	\$ 7,654,103	\$ 7,768,914	\$ 7,885,448	\$ 8,003,730	
	Real Property Tax Revenue	\$ 30,555	\$ 31,013	\$ 31,479	\$ 31,951	\$ 32,430	\$ 32,916	\$ 33,410	\$ 33,911	\$ 34,420	\$ 34,936	\$ 327,022
1% Depreciation	Business Personal Property Value	\$ 1,000,000	\$ 990,000	\$ 980,100	\$ 970,299	\$ 960,596	\$ 950,990	\$ 941,480	\$ 932,065	\$ 922,745	\$ 913,517	
	Business Personal Property Tax Revenue	\$ 4,365	\$ 4,321	\$ 4,278	\$ 4,235	\$ 4,193	\$ 4,151	\$ 4,110	\$ 4,068	\$ 4,028	\$ 3,988	\$ 41,737
	Building Permit Fees	\$ 49,348	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 49,348
	Impact Fees	\$ 83,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 83,000
	Engineering Inspection Fee	\$ 8,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,000
	Development Permit Fee	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000
	Tree Mitigation	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000
Cost		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
75%	Real Property Abatement	\$ 22,916	\$ 23,260	\$ 23,609	\$ 23,963	\$ 24,322	\$ 24,687	\$ 25,058	\$ 25,433			\$ 193,249
100%	Fee Waivers	\$ 107,348	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 107,348
75%	Grant (Equal to 75% of paid Impact Fees)	\$ 62,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 62,250
												\$ 362,847
Analysis		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
	Benefit	\$ 475,268	\$ 35,335	\$ 35,757	\$ 36,186	\$ 36,623	\$ 37,067	\$ 37,520	\$ 37,980	\$ 38,448	\$ 38,924	\$ 809,107
	Cost	\$ 192,514	\$ 23,260	\$ 23,609	\$ 23,963	\$ 24,322	\$ 24,687	\$ 25,058	\$ 25,433	\$ -	\$ -	\$ 362,847
	Net Benefit	\$ 282,754	\$ 12,075	\$ 12,148	\$ 12,223	\$ 12,300	\$ 12,380	\$ 12,462	\$ 12,546	\$ 38,448	\$ 38,924	\$ 446,260

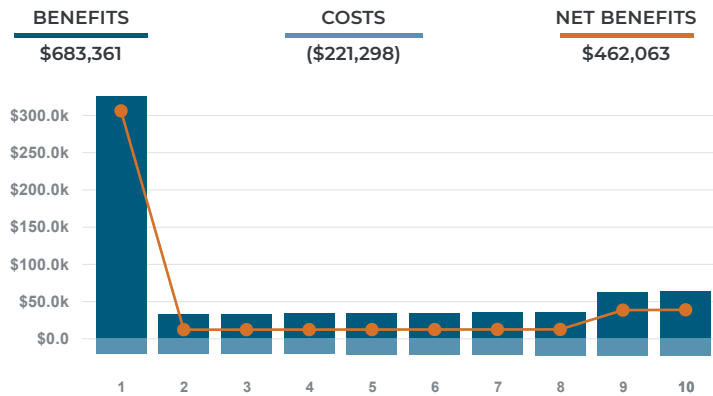


NIAGARA CONSERVATION

Niagara Scenario 1-8=Yr TA, Fee Waiver, 75% Impact Fee Rebate

 Business Retention & Expansion

Town of Flower Mound



JOBS



45.5 Total

30.0 Direct

15.5 Spin-off

30.0 New Jobs @ \$50,000

This summary does not include the impact from the company's current activity including:

41.0 Retained Jobs @ \$50,000

SALARIES



\$49,412 Avg

\$50,000 Direct

\$48,272 Spin-off

CAPITAL INVEST.



\$8.0M

Buildings + FF&E

NET BENEFITS

\$462,063

Present Value \$402,125

BENEFITS

Sales Taxes	\$47,082
Real Property Taxes*	\$133,773
FF&E Property Taxes	\$41,737
Inventory Property Taxes	\$0
New Residential Property Taxes	\$1,917
Building Permits and Fees**	\$270,750
Utility Revenue	\$163,465
Utility Franchise Fees	\$0
Miscellaneous Taxes and User Fees	\$24,637
Benefits Subtotal	\$683,361

COSTS

Cost of Government Services	(\$57,833)
Cost of Utility Services	(\$163,465)
Costs Subtotal	(\$221,298)

*Above values exclude

Real Property Abatement \$193,249

**Above values exclude

Grant (Equal to 75% of paid Impact Fees) \$62,250

Fee Waivers \$107,348

INCENTIVE ANALYSIS

\$362,846

Total Incentive

\$12,095

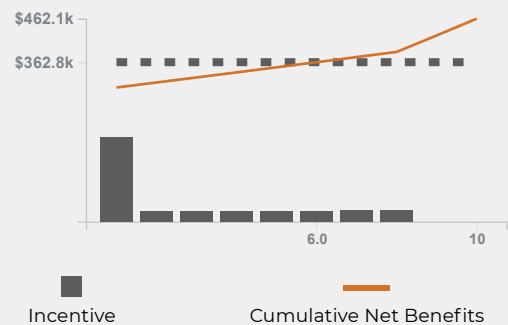
Per Job

12.7%

Rate of Return

6.0 Yrs

Payback Period



NET BENEFITS OVER 10 YEARS

CITY	\$462,063
COUNTY	\$196,487
SCHOOL	\$255,709
OTHER	\$306,447



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: April 19, 2021

FROM: Blake Hummel, P.E., Senior Project Engineer

ITEM: Consider approval of a Professional Services Agreement with Alliance Geotechnical Group, to provide construction materials engineering and testing, for the Colonial Drive Reconstruction Phase II (Whitney Lane to Homestead Street) project, in the amount of \$40,353.50; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Professional Service Agreement includes construction materials engineering and testing for the Colonial Drive Reconstruction Phase II (Whitney Lane to Homestead Street) project.

On March 2, 2021, bids were received and opened for the Colonial Drive Reconstruction Phase II (Whitney Lane to Homestead Street) project (Bid #2021-31-B). Quality Excavation, LLC submitted the lowest qualified bid of the eleven (11) responding bidders at a base bid of \$1,432,054.00. The construction award was reviewed and approved on April 5, 2021 by Town Council.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: A decision not to approve the Professional Services Agreement for construction materials engineering and testing would remove the ability of Town staff to verify materials are installed to the required standards and specifications in the contract documents. This verification is necessary to ensure a quality project.

FISCAL IMPACT: \$40,353.50

Proposed Expenditure/(Revenue):	Account Number(s):
\$40,353.50	316-560-78101

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

Total project cost is \$2,495,000. Funding sources are:

- Dedicated Sales Tax \$1,880,000
- Wastewater Other \$ 165,000
- Stormwater Other \$ 450,000

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

ATTACHMENTS:

1. Professional Services Agreement

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
ALLIANCE GEOTECHNICAL GROUP**

This contract is entered into on this 19th day of April, 2021, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as “TOWN”), acting by and through its Mayor, and **ALLIANCE GEOTECHNICAL GROUP**, (“hereinafter referred to as “CONSULTANT”) whose address is 7970 West Main Street, Frisco, Texas 75033

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to construction materials engineering and testing and other services for the Colonial Drive Reconstruction Phase II (Whitney Lane to Homestead Street) project; and

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

TERMS OF AGREEMENT

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

I.

Employment of Consultant

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

II.

Scope of Services

CONSULTANT shall perform such services as are necessary to provide the Colonial Drive Reconstruction Phase II (Whitney Lane to Homestead Street) Construction Materials Engineering and Testing specifically including, but not

necessarily limited to, the tasks enumerated more fully in Attachment "A" hereto entitled "Scope of Work" (hereafter referred to as the "Project"). Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III. Payment for Services

Total payment for services described herein shall be a sum not to exceed Forty Thousand Three Hundred Fifty-Three and 50/100 Dollars (\$40,353.50). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT.

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

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

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

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

IV.

Revisions of the Scope of Services

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

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

V.

Term

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

VI.

Contract Termination Provision

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

VII.
Ownership of Documents

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

VIII.
Insurance

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

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

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

The following policies and coverage shall be required:

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

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

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

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

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

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

Blake Hummel
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6301 Telephone

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

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

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

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

D. CONSULTANT agrees to the following:

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

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

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

IX. **Right to Inspect Records**

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

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

X. **Successors and Assigns**

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

XI.
CONSULTANT's Liability

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

XII.
Indemnification

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

XIII.
Independent Contractor

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

XIV.
Default

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

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

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

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

(2) The total dollar amount of this Contract.

XV.

Provisions Surviving Termination

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

XVI.

Changes

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

XVII.

Conflicts of Interest

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

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

XVIII.

Confidential Information

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

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

XIX. **Notice Information**

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

Blake Hummel
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874- 6301 Telephone

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

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

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

XX.
Applicable Law

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

XXI.
Non-Discrimination

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

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

XXII.
Arbitration

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

XXIII.
No Waiver of Governmental Immunity

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

XXIV.
Severability

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

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

XXV.
Remedies

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

XXVI.
Entire Agreement

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

XXVII.
Non-Waiver

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

XXVIII.
Headings

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

XXIX.
Venue

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

XXX.
No Third Party Beneficiary

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

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

[The remainder of this page left blank intentionally]

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

THE TOWN OF FLOWER MOUND, TEXAS

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

Date Signed: _____

Attest:

Town Secretary

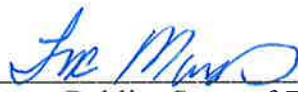
**CONSULTANT:
ALLIANCE GEOTECHNICAL GROUP**

By: 
Name: Robert P. Nance
Title: President
Date Signed: February 3, 2021

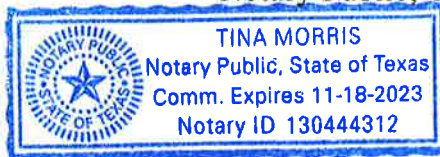
State of Texas §
County of Dallas §

This instrument was acknowledged before me on the 3rd day of February, 20 21, by Robert P. Nance in his capacity as President of Alliance Geotechnical Group, Inc., a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of _____.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 3rd DAY OF February, 20 21.


Notary Public, State of Texas

My Commission Expires:
11-18-2023





GEOTECHNICAL ENGINEERING
ENVIRONMENTAL CONSULTING
CONSTRUCTION MATERIALS ENGINEERING AND TESTING

February 1, 2021

Town of Flower Mound
Attn: Mr. Blake Hummel
2121 Cross Timbers Rd.
Flower Mound, Texas 75028

Email: blake.hummel@flower-mound.com

Re: Colonial Drive Reconstruction
Flower Mound, Texas
Engineering Inspection & Testing Services
AGG Proposal No: P21-0136C

Dear Mr. Hummel,

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

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

Respectfully submitted,

ALLIANCE GEOTECHNICAL GROUP

A handwritten signature in blue ink, appearing to read 'J.K. Marthers'.

J.K. Marthers
Project Manager

A handwritten signature in blue ink, appearing to read 'Douglas S. Land'.

Douglas S. Land, P.E.
Branch Manager

Approved by: _____
Signature

Date: _____



SCHEDULE OF FEES
FOR
CONSTRUCTION MATERIALS ENGINEERING & TESTING
COLONIAL DRIVE RECONSTRUCTION
FLOWER MOUND, TEXAS AGG PROPOSAL NO.: P21-0136CC

DESCRIPTION OF SERVICES	QUANTITY		UNIT FEE	UNIT	FEE
A. LIME STABILIZATION TESTING & INSPECTION					
• Moisture/Density Relationship of Soils (ASTM D-698)	4	@	\$165.00	each	\$660.00
• Atterberg Limits	4	@	\$55.00	each	\$220.00
• In-Place Density Test (astm d6938)	8	@	\$35.00	each	\$280.00
• Soluble Sulfates	2	@	\$90.00	each	\$180.00
• Lime Series (5 Point PI Method)	2	@	\$250.00	each	\$500.00
• Lime Subgrade Gradation	8	@	\$18.00	each	\$144.00
• Lime Subgrade Depth Check	8	@	\$18.00	each	\$144.00
• Sr. Engineering Tech to perform testing	20	@	\$47.50	hour	\$950.00
• Sr. Engineering Tech Overtime to perform testing		@	\$71.25	hour	\$0.00
• Project Manager	3	@	\$75.00	hour	\$225.00
• Vehicle Charge	8	@	\$40.00	trip	\$320.00
Sub-Total					\$3,623.00
B. UTILITY BACKFILL TESTING & INSPECTION					
• Moisture/Density Relationship of Soils (ASTM D-698)	5	@	\$165.00	each	\$825.00
• Atterberg Limits	5	@	\$55.00	each	\$275.00
• Material Analysis -200	5	@	\$35.00	each	\$175.00
• In-Place Density Test* (ASTM D6938)	63	@	\$35.00	each	\$2,205.00
• Concrete Test Cylinders (4 cylinders per set) MH/Inlet	144	@	\$18.00	each	\$2,592.00
• Sr. Engineering Tech to perform testing	133	@	\$47.50	hour	\$6,317.50
• Project Manager	14	@	\$75.00	hour	\$1,050.00
• Vehicle Charge	30	@	\$40.00	trip	\$1,200.00
Sub-Total					\$14,639.50
C. SUBGRADE TESTING & INSPECTION					
• Moisture/Density Relationship of Soils (ASTM D-698)	1	@	\$165.00	each	\$165.00
• Atterberg Limits	1	@	\$55.00	each	\$55.00
• Material Analysis -200	1	@	\$35.00	each	\$35.00
• In-Place Density Test* (ASTM D6938)	67	@	\$35.00	each	\$2,345.00
• Sr. Engineering Tech to perform testing	110	@	\$47.50	hour	\$5,225.00
• Project Manager	9	@	\$75.00	hour	\$675.00
• Vehicle Charge	22	@	\$40.00	trip	\$880.00
Sub-Total					\$9,380.00

SCHEDULE OF FEES
FOR
CONSTRUCTION MATERIALS ENGINEERING & TESTING
COLONIAL DRIVE RECONSTRUCTION
FLOWER MOUND, TEXAS AGG PROPOSAL NO.: P21-0136CC

DESCRIPTION OF SERVICES	QUANTITY		UNIT FEE	UNIT	FEE
D. CONCRETE & REINFORCING TESTING & INSPECTION					
• Concrete Inspection & Testing (regular time)	158	@	\$47.50	hour	\$7,505.00
• Concrete Inspection & Testing (over time)	8	@	\$71.25	hour	\$570.00
• Concrete Cylinders	132	@	\$18.00	each	\$2,376.00
• Project Manager	12	@	\$75.00	hour	\$900.00
• Vehicle Charge	34	@	\$40.00	trip	\$1,360.00
Sub-Total					\$12,711.00
ESTIMATED TOTAL					\$40,353.50

NOTES:

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

- * Lime Stabilization Testing and Inspection - 8 estimated site visits
- * Sub Grade Utility Testing and Inspection - 8 estimated site visits
- * Concrete Utility Testing and Inspection - 18 estimated site visits
- * Sub Grade Testing and Inspection - 22 estimated site visits
- * Concrete Testing Paving/Sidewalks - 26 estimated site visits
- * Concrete Cylinder Pick Ups - 12 estimated site visits



TOWN COUNCIL AGENDA ITEM NO. 6

REGULAR ITEM

DATE: April 19, 2021

FROM: Claire Barnes, Planner

ITEM: Public Hearing to consider an ordinance granting Specific Use Permit No. 468 (SUP21-0002– 4408 Glen Oaks Drive Accessory Dwelling) to permit an accessory dwelling. The property is generally located north of Cross Timbers Road and east of Glen Oaks Drive. *(The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its April 12, 2021, meeting.)*



SUMMARY DATA:

- Lot Size – approx. 2 acres
- Zoning – Agricultural
- Proposed primary residence – 4,429 sf
- Proposed accessory dwelling – 1,119 sf
- Lot coverage – approximately 11%
- SMARTGrowth – N/A, review not triggered
- Traffic Analysis – N/A, review not triggered
- Exceptions – 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: 2

REGULAR ITEM

DATE: April 12, 2021

FROM: Claire Barnes, Planner

ITEM: **Public Hearing to consider an ordinance granting Specific Use Permit No. 468 (SUP21-0002– 4408 Glen Oaks Drive Accessory Dwelling) to permit an accessory dwelling. The property is generally located north of Cross Timbers Road and east of Glen Oaks Drive.**

I. ITEM SUMMARY

This application has been reviewed by DRC and determined to be ready for consideration by the Planning and Zoning Commission.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of this application is to request approval of a Specific Use Permit (SUP-468) to allow for a 1,119-square-foot accessory dwelling on a two-acre lot currently zoned Agricultural District (A) and located within the Cross Timbers Conservation Development District. Section 98-273 of the Land Development Regulations requires Town Council approval of a Specific Use Permit for an accessory dwelling within the A zoning district. The applicant plans to develop a 4,429-square-foot (habitable area) main dwelling on the existing lot. The accessory dwelling will be roughly 1,119 square feet of habitable floor area, which is approximately 25.3 percent of the main structure, and the lot coverage for the property is approximately 11 percent. Colors used will match and/or complement the main dwelling. In addition, the accessory dwelling will be located at least 25 feet from all property lines and at least 10 feet back from the rear wall of the main dwelling, in compliance with setback requirements.

Section 98-983 of the Code of Ordinances contains additional provisions for the construction and occupancy of accessory dwellings (see below). Seven of the nine regulations are addressed with this proposal. The remaining two provisions prohibit the accessory dwelling from being used as a rental property and require the accessory building to be served by the same utility meters as the existing primary dwelling; these will be addressed during the building permit review phase.

Sec. 98-983. - Accessory dwelling.

The issuance of permits for construction and occupancy of an accessory dwelling shall be subject to compliance with the following conditions:

- (1) The accessory dwelling shall be located on the same lot/tract as the existing primary dwelling and located in a separate structure.
- (2) An accessory dwelling shall not be located on any lot/tract of less than two acres.
- (3) No more than one accessory dwelling per tract or lot shall be allowed.
- (4) Accessory dwellings shall not be used as rental units.
- (5) The accessory dwelling shall be serviced by the same utility meter as the primary dwelling, and the building materials and architecture will be similar to or in concert with the primary dwelling.
- (6) The habitable floor area of the accessory dwelling shall not exceed 50 percent of the habitable floor area of the primary dwelling. The maximum habitable floor area shall not exceed 2,000 square feet.
- (7) An accessory dwelling shall conform to the same side and rear yard setbacks as provided for the primary dwelling in the zoning district in which it is located.
- (8) The front building line for an accessory dwelling shall be behind the primary structure at a point not closer than ten feet from the rear wall line of the primary dwelling.
- (9) In no case shall the combined area of the primary dwelling, accessory dwelling and/or other accessory buildings exceed the maximum percentage of lot coverage allowed for the zoning district in which the structures are located.

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. SUP21-0002 had a total of 6 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

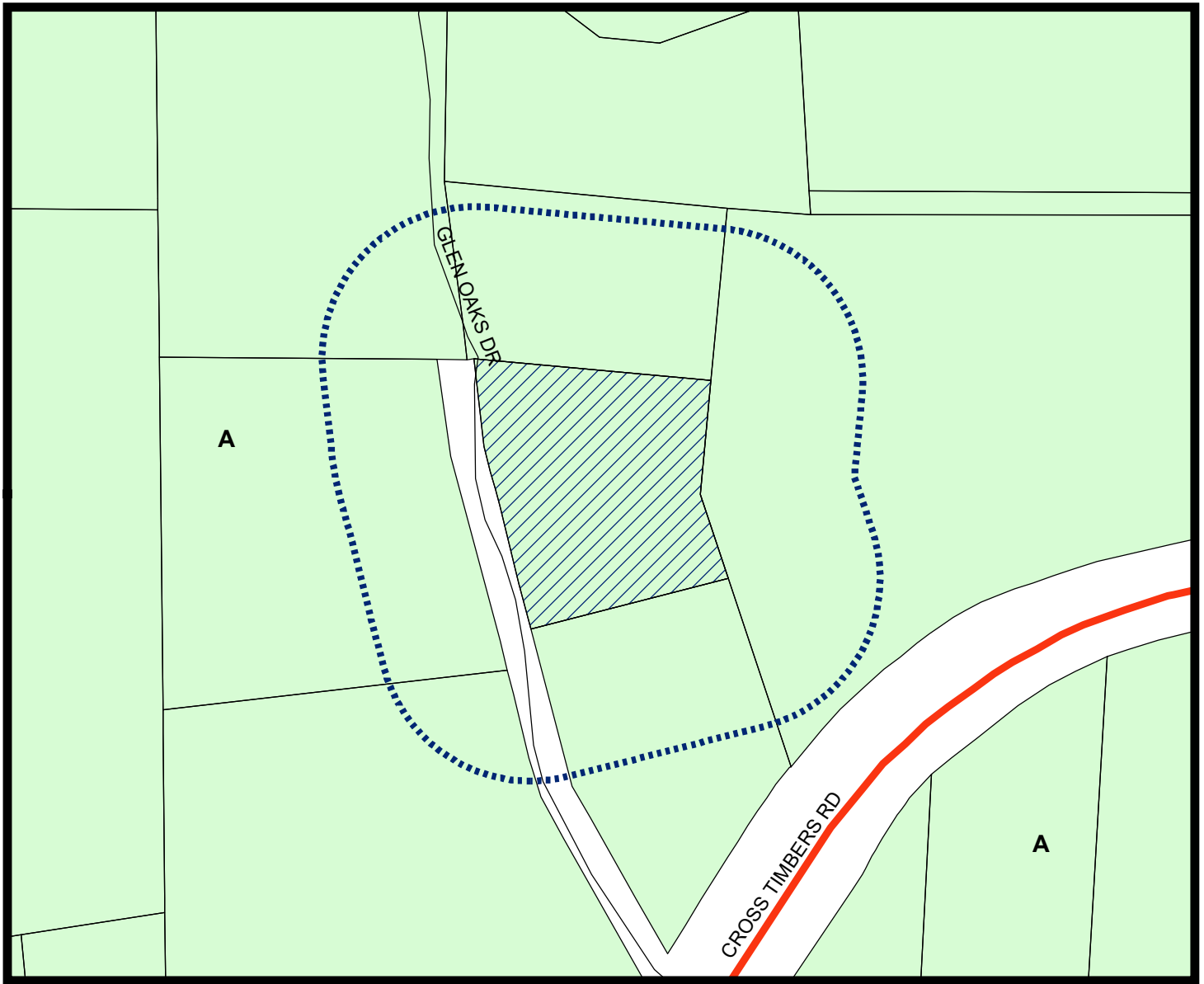
B. Application Details

1. Accessory Dwelling Package



Vicinity Map

Reference Project: SUP21-0002



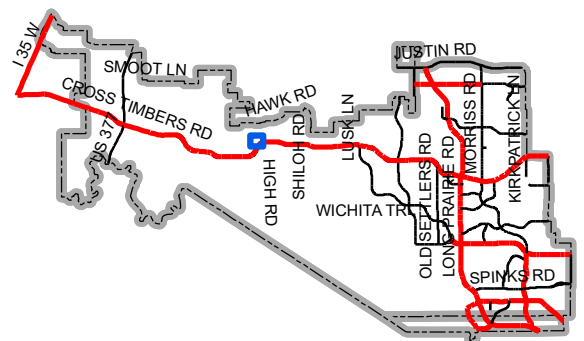
LEGEND

Agriculture

Subject Property
 200 ft Notification Buffer around Property



0 155 310 620
 Feet



Map Location

Johnson Family

4408 Glen Oaks Dr
Flower Mound TX
214-557-4094

Town of Flower Mound
Planning Department

February 12, 2021

Dear Sir/Madam,

This letter is to act as the letter of intent for the SUP.

My mother and father-in-law are not able to take care of themselves and/or a house anymore. We have decided to buy a piece of land and build a house for our family and a cottage for them to live in. They will not pay rent nor will there ever be renters in this cottage. It is simply our intent to help them keep up with whatever they need while they are still with us. My father-in-law has severe diabetes and cannot walk by himself; he is a large man and my mother-in-law is a small women so they need us to be close so we can help when he falls or needs help getting in and out of the car to go to the doctor.

The property is located at 4408 Glen Oaks Dr Flower Mound TX, is Zoned A (Agriculture) and is just over 2 acres in size. The original plat for this subdivision was prior to 1993, I mention this because Jimmy the Town Arborist told me that this was an important date with regards to how a property is looked at.

We are requesting the SUP because the Zoning District that we are in (A- Agriculture) requires an SUP for approval for an accessory dwelling.

The accessory dwelling will be constructed of materials in concert with the main house. The main house is primarily board and batten with stone and cedar accents with a black shingle roof and metal roof accents. The accessory dwelling will have board and batten to be in concert with the architectural theme of the primary house and will have the same black shingle roof with metal roof accents at the porch's and windows. The windows of the accessory building will also be the same as the primary building.

Respectfully,



Joey Johnson
Property Owner



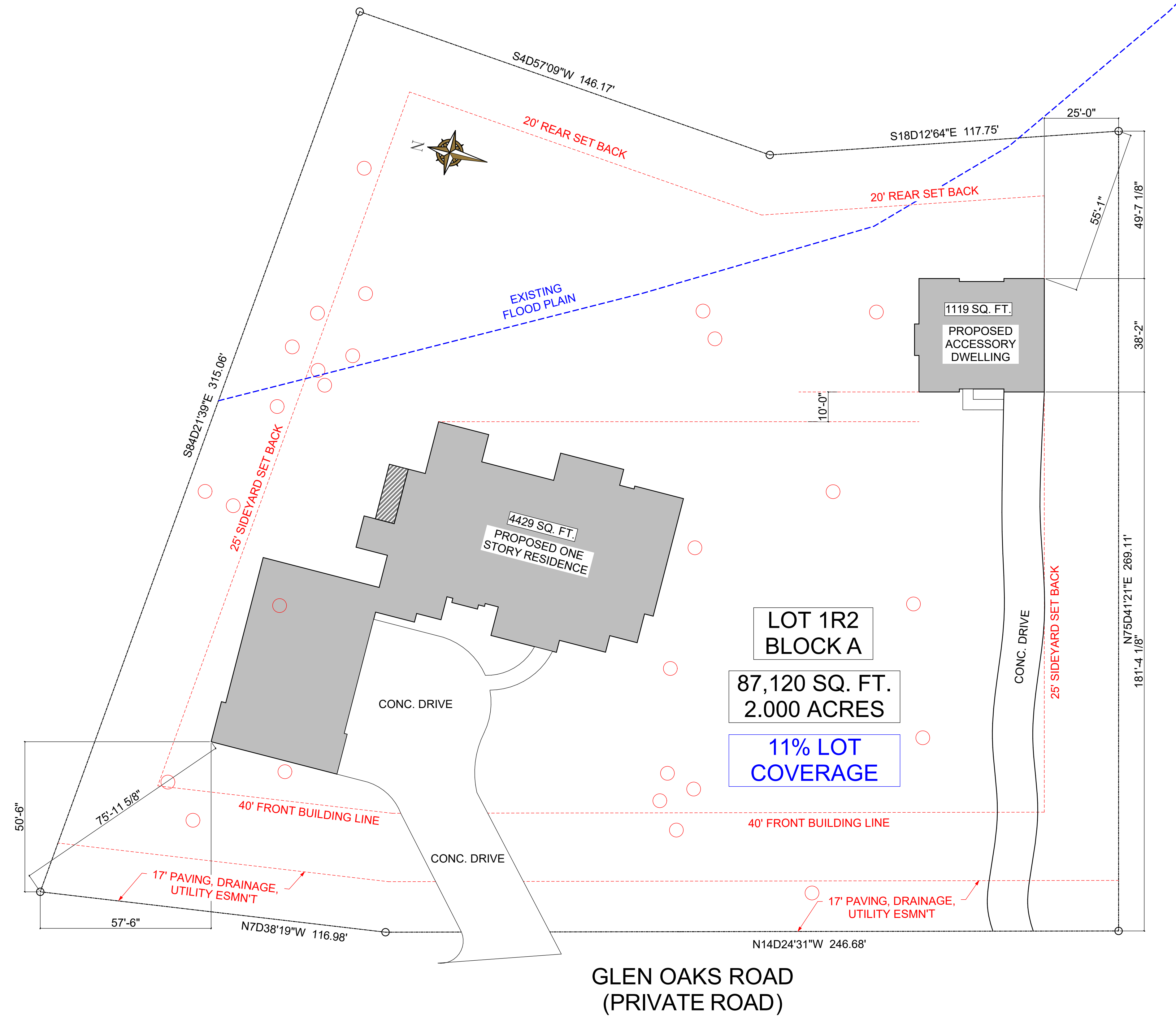
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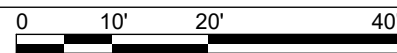
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1 Site Plan
A002 SCALE: 1" = 20'



Johnson Residence
4408 Glen Oaks Road
Mound TX 75022

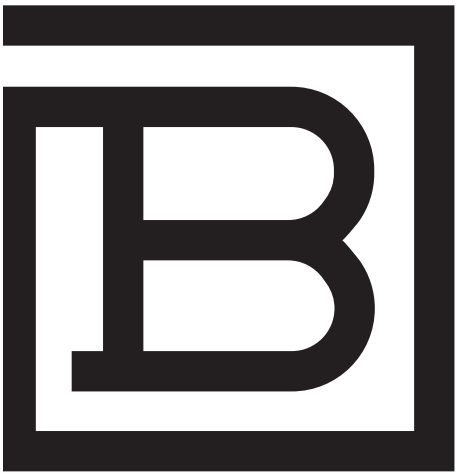
Revisions

Survey

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A002

Printed: 3/17/2021



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2 REAR ELEVATION - GUEST
3D SCALE: 3/32" = 1'-0"



1 FRONT ELEVATION - GUEST
3D SCALE: 3/32" = 1'-0"



- Exterior Finishes:**
- 1- Board and Batten- White Hardi-board or similar (Typical)
 - 2. Roofing-
 - A. Shingles- Black Architectural raised asphalt shingles
 - B. Metal Roof- Black standing seam roof at Porch and above windows.
 - 3. Windows- Black framed vinyl windows
 - 4. Garage Door- Black painted architectural garage door
 - 5. Front door- Black wood door with lites.



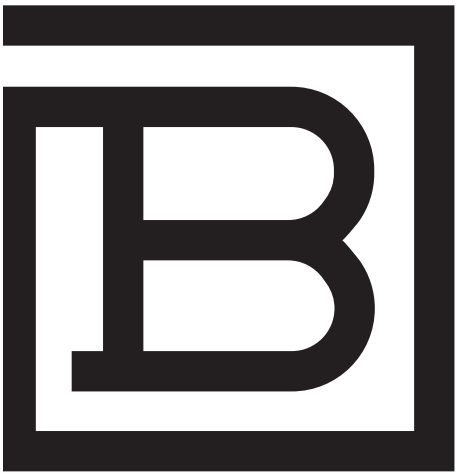
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Johnson Residence
Glen Oaks Flower Mound
TX XXXXX

Revisions

3D VIEWS 1 - GS

3D



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2
3D
REAR ELEVATION - GUEST
SCALE: 3/32" = 1'-0"



1
3D
FRONT ELEVATION - GUEST
SCALE: 3/32" = 1'-0"



3
3D
LEFT ELEVATION - GUEST
SCALE: 3/32" = 1'-0"



Johnson Residence
Glen Oaks Flower Mound
TX XXXXX

Revisions

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3D VIEWS 1 - GS

3D



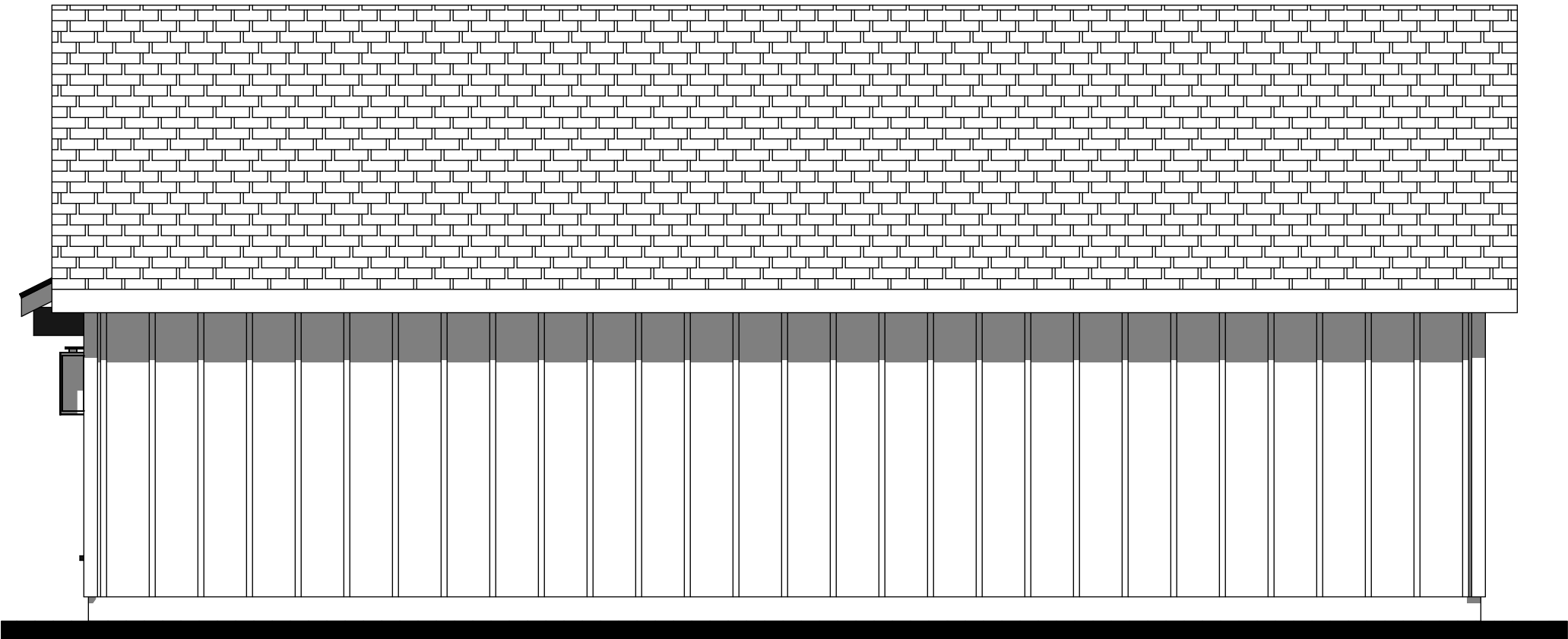
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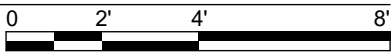
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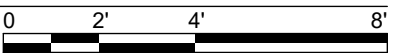
2 Right Elevation (Guest)
A201

SCALE: 1/4" = 1'-0"



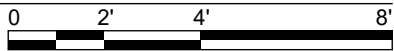
1 Front Elevation (Guest)
A201

SCALE: 1/4" = 1'-0"



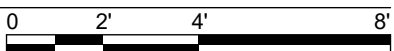
3 Rear Elevation (Guest)
A201

SCALE: 1/4" = 1'-0"



4 Left Elevation (Guest)
A201

SCALE: 1/4" = 1'-0"



Johnson Residence
Glen Oaks Flower Mound
TX XXXXX

Revisions

Color Elevations - Guest
House

A201

Printed: 2/5/2021

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**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. 468 (SUP-468) FOR AN ACCESSORY DWELLING ON CERTAIN PROPERTY DESCRIBED AS LOT 1R2, BLOCK A OF WILSON-FREEMAN ADDITION AND ZONED AGRICULTURAL DISTRICT (A); PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; 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 2 acres of land and being all of Lot 1R2, Block A of Wilson-Freeman Addition, Denton County, Texas has filed an application for a Specific Use Permit for an accessory dwelling; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on April 12, 2021, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on April 19, 2021, 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 described herein; 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:

2 acres of land being all of Lot 1R2, Block A of Wilson-Freeman Addition, an addition to the City of Flower Mound, Denton County, Texas per the plat recorded in CC#2015-468, Plat Records, Denton County, Texas.

Specific Use Permit No. 468 is hereby approved for an accessory dwelling, as more fully described in the exhibits attached hereto and incorporated herein.

SECTION 2

The conceptual plan and conceptual elevations of the proposed accessory dwelling, attached hereto as Exhibit's "A" and "B," each incorporated herein for all purposes allowed by law, are hereby approved as the conceptual 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.

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 19TH DAY OF APRIL, 2021.

APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

“EXHIBIT A”

“EXHIBIT B”



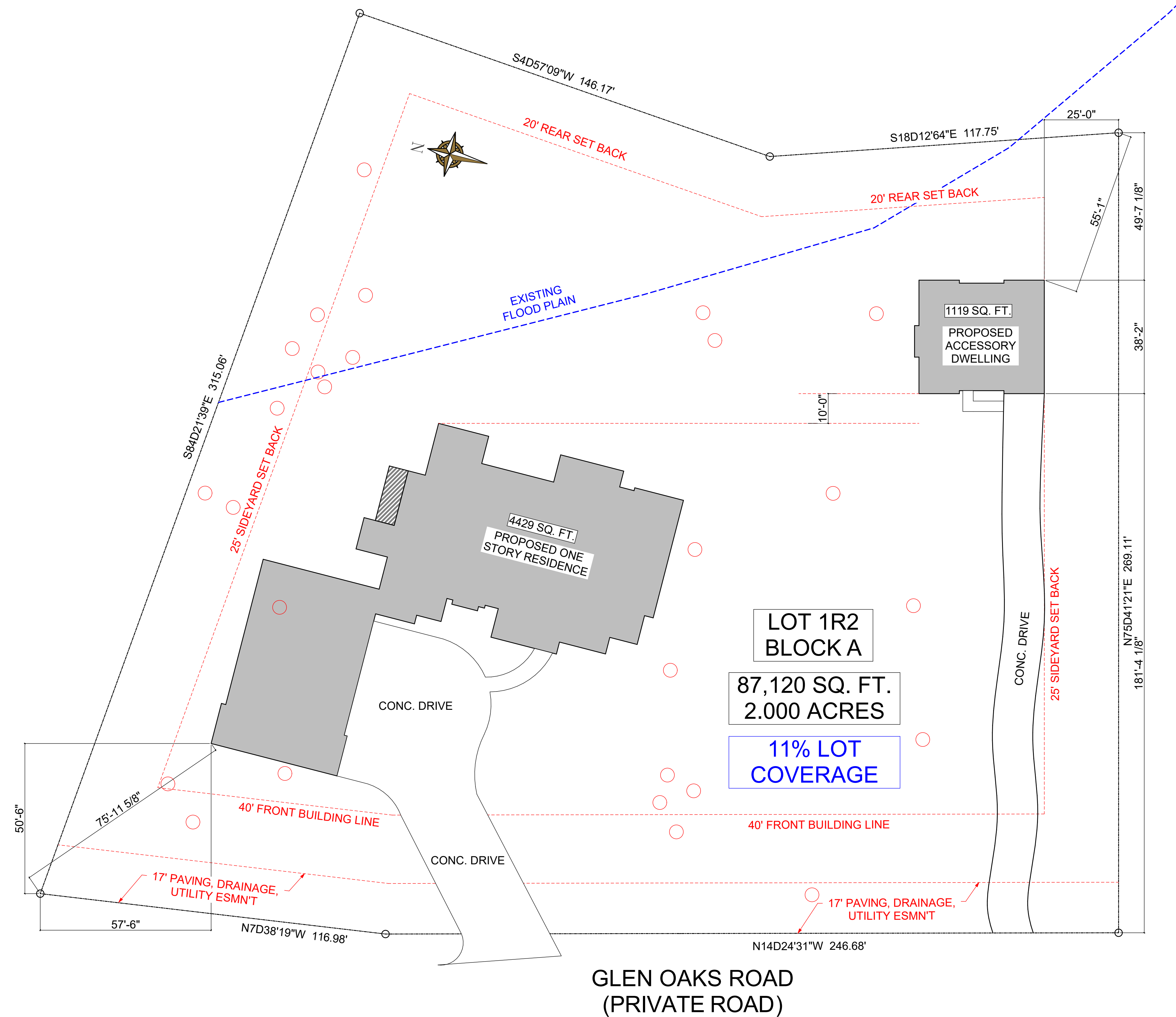
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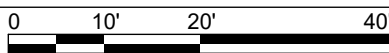
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1 Site Plan
A002 SCALE: 1" = 20'



Johnson Residence
4408 Glen Oaks Flower
Mound TX 75022

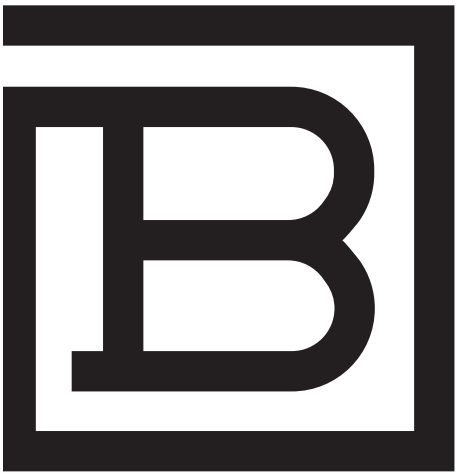
Revisions

Survey

PRELIMINARY
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A002

Printed: 3/7/2021



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2 REAR ELEVATION - GUEST
3D SCALE: 3/32" = 1'-0"



1 FRONT ELEVATION - GUEST
3D SCALE: 3/32" = 1'-0"



- Exterior Finishes:**
- 1- Board and Batten- White Hardi-board or similar (Typical)
 - 2. Roofing-
 - A. Shingles- Black Architectural raised asphalt shingles
 - B. Metal Roof- Black standing seam roof at Porch and above windows.
 - 3. Windows- Black framed vinyl windows
 - 4. Garage Door- Black painted architectural garage door
 - 5. Front door- Black wood door with lites.



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Johnson Residence
Glen Oaks Flower Mound
TX XXXXX

Revisions

3D VIEWS 1 - GS

3D



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2
3D
REAR ELEVATION - GUEST
SCALE: 3/32" = 1'-0"



1
3D
FRONT ELEVATION - GUEST
SCALE: 3/32" = 1'-0"



3
3D
LEFT ELEVATION - GUEST
SCALE: 3/32" = 1'-0"



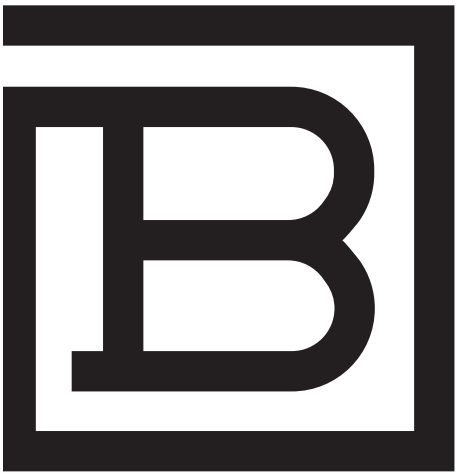
PRELIMINARY
NOT FOR CONSTRUCTION

Johnson Residence
Glen Oaks Flower Mound
TX XXXXX

Revisions

3D VIEWS 1 - GS

3D



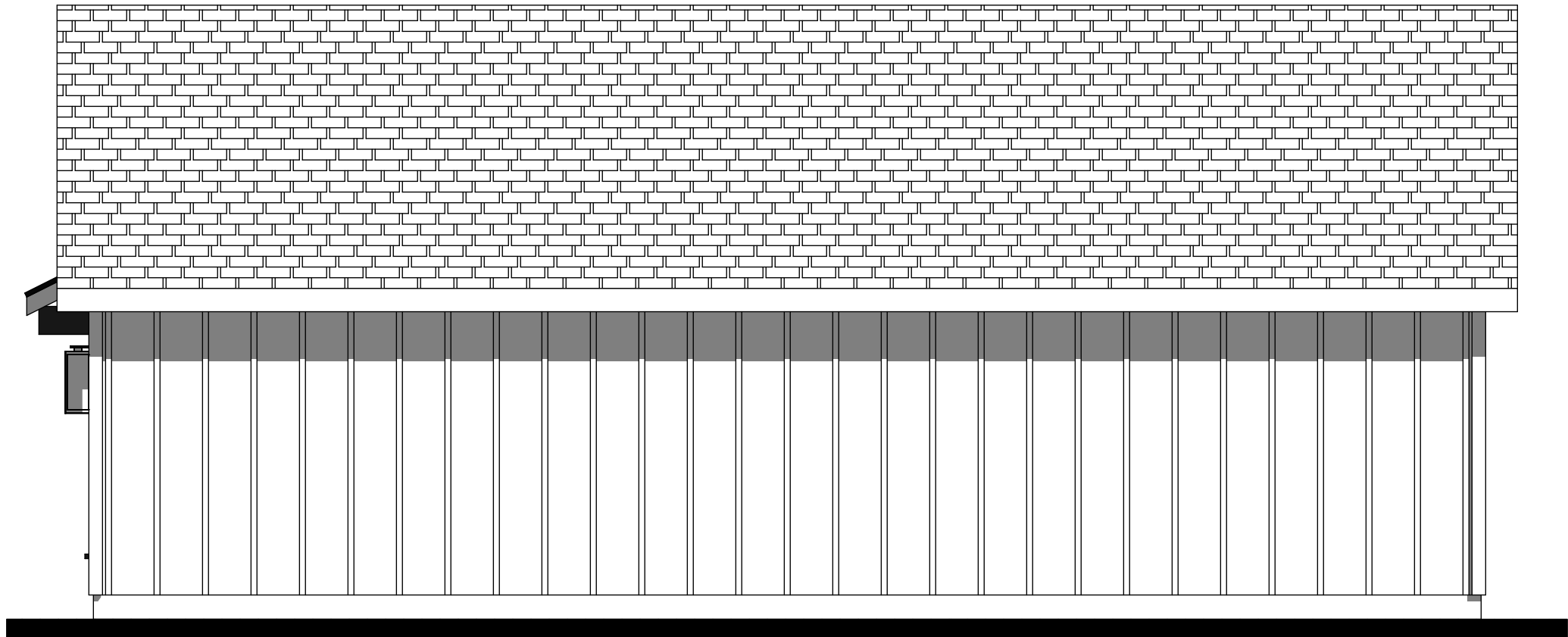
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Buchanan Design Studio
311 S. Oak St.
RoanokeTX 76262
817-674-7020
www.buchanandesignstudio.com

Drawings and Specifications as instruments of service are and shall remain the property of the Buchanan Design Studio. This plan is to be used only for the lot and subdivision indicated on this plan, except by agreement in writing and appropriate compensation to Buchanan Design Studio.

The General Contractor is responsible for confirming and correlating dimensions at the job site. Buchanan Design Studio will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the project.

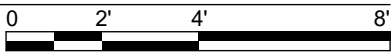
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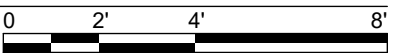
2 Right Elevation (Guest)
A201

SCALE: 1/4" = 1'-0"



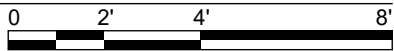
1 Front Elevation (Guest)
A201

SCALE: 1/4" = 1'-0"



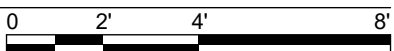
3 Rear Elevation (Guest)
A201

SCALE: 1/4" = 1'-0"



4 Left Elevation (Guest)
A201

SCALE: 1/4" = 1'-0"



Johnson Residence
Glen Oaks Flower Mound
TX XXXXX

Revisions

Color Elevations - Guest
House

A201

Printed: 2/5/2021

PRELIMINARY
NOT FOR CONSTRUCTION



TOWN COUNCIL AGENDA ITEM NO. 7

REGULAR ITEM

DATE: April 19, 2021

FROM: Julie Taylor, Director of Treasury Operations

ITEM: Consider approval of a resolution approving and authorizing publication of notice of intention to issue Certificates of Obligation, Series 2021, in the principal amount not to exceed \$10,250,000, for the purpose of paying for Waterworks and Sewer system improvements.

BACKGROUND INFORMATION: The attached resolution will authorize the publication of notice of intention to issue Certificates of Obligation, Series 2021, (Certificates) in the principal amount not to exceed \$10,250,000, to be published in a newspaper of general circulation in the Town, once a week for two consecutive weeks, with the first publication at least 46 days prior to the date stated in the ordinance authorizing the issuance of the certificates of obligation.

The Certificates will pay for the contractual obligations incurred for projects approved on the FY 2020-2021 Five-year Capital Improvement Program ("CIP") as listed on Attachment 1. On October 19, 2020, the Town Council approved a reimbursement resolution for an amount not to exceed \$17,205,000 to fund improvements to water and wastewater system projects and the costs of issuance of the debt. CIP Amendments during the fiscal year, including Amendment #3 on the current agenda, have modified funding sources and/or moved project start dates to future years, thus reducing the proposed debt issuance from \$17,035,000 to \$10,060,000, excluding financing costs.

In order to efficiently complete the issuance, a parameters ordinance will be presented for Town Council's approval on June 21, 2021, with the sale being conducted on the proposed date of June 22, 2021. The ordinance will establish parameters specific to the issuance and delegate the Interim Town Manager/CFO and the Executive Director of Fiscal and Administrative Services authority to approve all necessary documents and finalize the sale.

A refunding opportunity has been identified for the Certificates of Obligation Series 2011 (\$2,050,000). The volatility in the municipal bond market and interest rate levels are being monitored. If conditions are feasible, the refunding will be presented for Town Council's approval on June 21, 2021 with the sale being conducted on the proposed date of June 22, 2021.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$10,250,000

Proposed Expenditure/(Revenue):	Account Number(s):
(\$10,250,000)	The Utilities system will fund the Waterworks and Sewer system improvements.

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

LEGAL REVIEW: The Town's Bond Counsel, Norton Rose Fulbright US LLP, prepared the proposed resolution. This standard notice of intent was approved in the past by Taylor, Olson, Adkins, Sralla, & Elam L.L.P. No alteration to the legal content of this form document was made in preparation of this document.

ATTACHMENTS:

1. Proposed Projects
2. Preliminary Schedule of Events – Series 2021
3. Proposed Resolution

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

Utility Capital Projects**Water Projects:**

High Road Water Line Replacement Phase II	\$	-	
Morriss Road Water Lines Phase II (Milford to Eaton)		600,000	
Sentinel Oaks Water line Replacement (Three Bridges to Simmons)		500,000	
Stonecrest Pump Station Phase I (Auxiliary Power)		2,000,000	
Stonehill Pump Station Discharge Valve Replacement		500,000	
Timber Creek Water Line Replacement Phase II		300,000	
US 377 at FM 1171 Water Line Loop		2,500,000	
Utility Asset Management & Utility Replacement		300,000	
Water System Leak Detection & Repair		50,000	\$ 6,750,000

Wastewater Projects:

Inflow-Infiltration/Evaluation and Repair	\$	250,000	
Lift Station Improvements and Decommissioning Phase III		564,500	
Oak Street Lift Station and Force Main Phase IV		380,500	
Spring Meadow Lane Sewer Line Replacement		1,540,000	
Timber Creek Trunk Line (Morriss Road to Rawlings Street)		575,000	\$ 3,310,000

Total Utility**\$ 10,060,000****Estimated financing costs****\$ 190,000****Grand Total of Debt Issuance****\$ 10,250,000**

TOWN OF FLOWER MOUND
(Denton and Tarrant Counties, Texas)

Certificates of Obligation, Series 2021
General Obligation Refunding Bonds, Series 2021

Proposed Schedule of Events

April 2021						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May 2021						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

June 2021						
S	M	T	W	T	F	S
30	31	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Proposed Date

Action

April 19, 2021	Town Council considers Resolution of Intent to Issue Certificates of Obligation (6:00 pm Regular Meeting)
April 27, 2021	Post Notice of Intent to Issue CO's on Town's website (at least 45 days prior to sale)
May 2, 2021	Initial publication of Notice of Intent to Issue CO's (at least 46 days prior to sale).
May 9, 2020	Second publication of Notice of Intent to Issue CO's.
May 25, 2021	Hilltop sends out initial draft of POS for review and comment. Hilltop sends necessary information to Standard & Poors (S&P) and Fitch Ratings (Fitch).
June 1, 2021	Comments on initial draft of POS due to Hilltop.
June 3, 2021	Hilltop sends second draft of POS to parties for review and comment.
June 8, 2021	Conference calls with rating agencies and Underwriter's Counsel (tentative).
June 10, 2021	Comments on second draft of POS due to Hilltop.
June 15, 2021	Hilltop submits POS for electronic distribution via internet.
June 18, 2021	Receive ratings.
June 21, 2021	Town Council considers parameters Ordinance for Certificates and Bonds (6:00 pm Regular Meeting)
June 22, 2021	Certificate and Bond Pricing. Pricing Certificate and BPA signed.
June 23, 2021	Draft of Final Official Statement distributed for review.
June 25, 2021	Bond Counsel submits documentation to Attorney General's Office. Comments due on Final Official Statement.
June 28, 2021	Final Official Statement posted to internet and sent to printer.
June 30, 2021	Written Final Official Statement received by all parties.
July 12, 2021	Hilltop to notify all parties of closing and delivery instructions.
July 14, 2021	Closing and Delivery.

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. ____-21

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, APPROVING AND AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION.

WHEREAS, the Town Council of the Town of Flower Mound, Texas (the "Town") has determined that certificates of obligation should be issued under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended, for the purpose of paying contractual obligations to be incurred for (i) constructing waterworks and sewer system improvements and extensions, including the acquisition of land and rights-of-way therefor and (ii) professional services rendered in connection therewith; and

WHEREAS, prior to the issuance of such certificates, the Town Council is required to publish notice of its intention to issue the same in a newspaper of general circulation in the Town, said notice stating (i) the time and place the Council tentatively proposes to pass the ordinance authorizing the issuance of the certificates; (ii) the maximum amount proposed to be issued; (iii) the purposes for which the certificates are to be issued; and (iv) the manner in which the Council proposes to pay the certificates.

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

SECTION 1

The Town Secretary is hereby authorized and directed to cause notice to be published of the Council's intention to issue certificates of obligation, in one or more series, in the principal amount not to exceed TEN MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$10,250,000) for the purpose of paying contractual obligations to be incurred for (i) constructing waterworks and sewer system improvements and extensions, including the acquisition of land and rights-of-way therefor and (ii) professional services rendered in connection therewith, such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues of the Town's water and sewer system. The notice hereby approved and authorized to be published shall read substantially in the form and content of **Exhibit A** hereto attached and incorporated herein by reference as a part of this resolution for all purposes.

SECTION 2

The Town Secretary shall cause the aforesaid notice to be (i) published in a newspaper of general circulation in the Town, once a week for two consecutive weeks, the date of the first publication to be at least forty-six (46) days prior to the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation and (ii) posted continuously on the Town's website for at least forty-five (45) days before the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation.

SECTION 3

This resolution shall take effect on the date of its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ON THIS 19th DAY OF APRIL, 2021.

APPROVED:

Steve Dixon, MAYOR

(Town Seal)

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT A

**NOTICE OF INTENTION TO ISSUE
TOWN OF FLOWER MOUND, TEXAS
CERTIFICATES OF OBLIGATION**

TAKE NOTICE that the Town Council of the Town of Flower Mound, Texas, shall convene at a regular meeting at 6:00 o'clock P.M. on June 21, 2021, at the regular meeting place of the Town Council at Town Hall, 2121 Cross Timbers Road, Flower Mound, Texas 75028, and, during such meeting, the Town Council will consider the passage of an ordinance authorizing the issuance of certificates of obligation, in one or more series, in an amount not to exceed TEN MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$10,250,000) for the purpose of paying contractual obligations to be incurred for (i) constructing waterworks and sewer system improvements and extensions, including the acquisition of land and rights-of-way therefor and (ii) professional services rendered in connection therewith, such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues of the Town's water and sewer system. In accordance with Texas Local Government Code Section 271.049, (i) the current principal amount of all of the Town's outstanding public securities secured by and payable from ad valorem taxes is \$149,285,000; (ii) the current combined principal and interest required to pay all of the Town's outstanding public securities secured by and payable from ad valorem taxes on time and in full is \$193,714,793.75; (iii) the estimated combined principal and interest required to pay the certificates of obligation to be authorized on time and in full is \$12,634,583; (iv) the maximum interest rate for the certificates may not exceed the maximum legal interest rate; and (v) the maximum maturity date of the certificates to be authorized is March 1, 2041. The above information includes \$100,550,000 in principal amount of outstanding debt obligations the Town has designated as self-supporting and which the Town reasonably expects to pay from revenue sources other than ad valorem taxes. In the event these self-supporting revenue sources are insufficient to pay debt service, the Town is obligated to levy ad valorem taxes to pay such debt obligations. The certificates are to be issued, and this notice is given, under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended.

Theresa Scott,
TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 8 REGULAR ITEM

DATE: April 19, 2021

FROM: Poornima Kashyap, Principal Planner

ITEM: **Public Hearing to consider an ordinance for rezoning (ZPD20-0006 – Lakeside Crossing) to amend Planned Development No. 153 (PD-153) with both residential and non-residential uses to modify approved development standards related to the phasing of this development. 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 4 to 2 at its March 22, 2021, meeting.*) (*The Town Council moved to postpone this item by a vote of 5 to 0 at its April 5, 2021, meeting.*)**



SUMMARY DATA:

- Size – 10.921 acres
- No. of Lots: 7 buildable lots & 1 open space lot
- SMARTGrowth – Passed
- Phasing – Request to modify the Phasing requirement for PD-153 to defer the installation of parking, landscape and hardscape, lighting, and fire lanes to future phases.
- Incentives – There are no active incentives for this project.

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. During the April 5th Town Council meeting, the developer presented a new plan for the open space lot that did not include any landscaping improvements within the current or future phases. Staff requested that this item be tabled to the next Town Council meeting in order to provide an opportunity for staff to review impacts of the new proposal on the detention pond performance. Upon review of the revised plans submitted by the applicant, staff has concerns regarding some of the items that are either proposed to be

eliminated or deferred to a future phase.

Outstanding Issues:

A. Re-establishing impacted areas

Based on the revised plans submitted by the applicant, there are no landscape improvements shown to be installed within the open space lot (Lot 8x). However, the original PD has standards for the open space area that requires:

1. Re-establishing disturbed areas with native and riparian plant material.
2. Adding landscaping to relieve the visual effect of the long expanse of the clad retaining wall if the height of the retaining wall is four-feet or higher.

Upon walking the site to verify the applicant's submittal, Town staff has identified several areas within the open space lot that have been disturbed by the construction activity. It is unclear from the applicant's submittal and response if they will comply with the PD-153 requirements stated above.

B. Drainage/Detention Facility

The southern position of the open space lot (Lot 8x) also functions as a detention facility for this development. The previously approved plans included selective clearing and grubbing of trees that are two inches or less in caliper, vines, shrubs, saplings, and undergrowth and indicated re-establishing those areas with native/riparian plantings to hold the soil in place. With the new proposal to keep the open space area in its natural state, it is unclear if the pond will function as designed in the long term.

To address this issue, staff is proposing additional language within the draft ordinance that will require the applicant to submit plans with each phase, including Phase 1, to demonstrate that the pond has adequate capacity.

Staff also has concerns regarding the long-term maintenance of the open space area and has proposed additional language to ensure proper functioning of the detention pond.

C. Tree Mitigation

Based on an inspection of the site for the recent resubmittal, Specimen Tree #2332 and Protected Tree #226 were identified as having died. In addition to this, the two (2) protected trees adjacent to it (Tree #'s 225 and 227) barely leafed out and should be removed. This increased the cash value for the loss of protected trees from \$17,250 to \$22,125 plus \$15,500 for the unauthorized removal of specimen tree #3765, for a combined total of \$37,625. A revised tree survey reflecting these changes will be required with an Amended Site Plan upon approval of the zoning amendment.

The applicant is in disagreement with staff's analysis of the trees and is attributing the distress or loss of protected trees to either natural causes or the recent freeze in this area, rather than due to construction activities.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report
2. Revised Zoning Exhibit
3. 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: March 22, 2021

FROM: Poornima Kashyap, Principal Planner

ITEM: **Public Hearing to consider an ordinance for rezoning (ZPD20-0006 – Lakeside Crossing) to amend Planned Development No. 153 (PD-153) with both residential and non-residential uses to modify approved development standards related to the phasing of this development. 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.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of the application is to request modifications to certain standards related to the Phasing section, as outlined in Ordinance No. 25-17, for Planned Development No. 153 (PD-153).

On July 17, 2017, Town Council approved the ordinance establishing Planned Development District-153 (PD-153) for Lakeside Crossing, consisting of both residential and non-residential uses in compliance with the Campus Commercial land use designation within the Lakeside Business District Area Plan. The area of the entire PD is approximately 12 acres, containing 9.23 acres of non-residential development, 1.09 acres of residential development, and approximately 1.691 acres of open space. The zoning amendment request is to modify the phasing section for the non-residential component of the PD.

Phasing:

The current phasing section in the development standards requires certain site infrastructure improvements and landscaping to be completed prior to the issuance of a Certificate of Occupancy (CO) for the first building within the Lakeside Crossing development. The developer is requesting to delay the installation of some of the improvements until the issuance of a CO for the third building within this development and to install the remaining improvements within the buildable lots as each of the individual non-residential lots develop in the future. Below is a screen shot of the existing phasing language in the PD development standards.

F. PHASING: The first phase of development shall include the detention reservoirs, fire lanes, median cuts/turn lanes to support the first phase, curb cuts, and utilities within Phase 1, perimeter landscaping (Exhibit C), stream area and installation of trails around the stream. A Certificate of Occupancy shall not be issued for the first building until all of the above improvements are complete.

The proposed draft development standards [Attachment B(2)] lists the improvements that will be installed with the different phases of this development.

In addition to the development standards within PD-153, the approved site plan for Phase 1 (SP17-0020) included detailed landscape, hardscape, and lighting plans for enhanced improvements within and around the open space/detention area [see Attachment A(4)]. The plans indicated sidewalks around the open space lots, benches, trash receptacles, lighted bollards on the perimeter of the sidewalk, and enhanced plantings to be installed prior to the acceptance of the subdivision. The developer is proposing to delay the installation of these improvements to a future date. As a reduction in the amount of required landscaping cannot be approved administratively through an Amended Site Plan (ASP) process, the proposed development standards address the installation of improvements in and around the open space in the phasing requirements. The developer has indicated in the letter of intent that they intend to start installation of these improvements within 12 months of approval of the this zoning amendment application and has agreed to tie these improvements to the issuance of a Certificate of Occupancy (CO) for the third building within this development.

The approved site plan for Phase 1 indicated sidewalks around the open space lot (Lot 8x) would be installed prior to the acceptance of the subdivision. However, since the sidewalks are not located within the x-lot, but around it on buildable lots, the developer is requesting to defer the installation of the sidewalks around the open space until each individual lot develops. Due to the concern that this will leave fragments of sidewalks installed piecemeal, leading to disconnected, unusable sidewalks, staff recommends the developer install all of the sidewalks adjacent to the open space lot with the next phase of development, prior to the issuance of a CO for the third building.

If the developer were to receive approval of the proposed amendments to the phasing requirements, the developer must complete the following steps prior to receiving a Certificate of Occupancy (CO) for the first building within this development.

- Step 1: Submit an Amended Site Plan (ASP) to amend approved site plan (SP17-0020) to indicate amended Phase 1 improvements.
- Step 2: Submit revised plans to Development Permit (DEV) to match the ASP in Step 1.
- Step 3: Construct Phase 1 Improvements as approved on the DEV permit plans.
- Step 4: Inspection and acceptance of the subdivision (close DEV permit).
- Step 5: Address all permit comments and pass all inspections for the shell building permits.
- Step 6: Receive building finals on the shell permits.
- Step 7: Address all permit comments and pass all inspections for each finish-out permit.
- Step 8: Obtain CO's for each suite as the finish-out permits are completed.

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. ZPD20-0006 had a total of 43 Property Owner Notifications mailed. At the time this report was written, staff had not received any correspondence regarding this item in response to the property owner notice. However, staff has been in communication with a future Lakeside Crossing Townhome owner who has expressed some concerns over the proposed phasing of this development. Three correspondence received from this future home owner is attached as Attachment C(1).

IV. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent
3. Pages from Approved Plans for PD-153
4. Pages from Approved Phase 1 Site Plan Package

B. Application Details

1. Zoning Planned Development Exhibits
2. Draft Development Standards

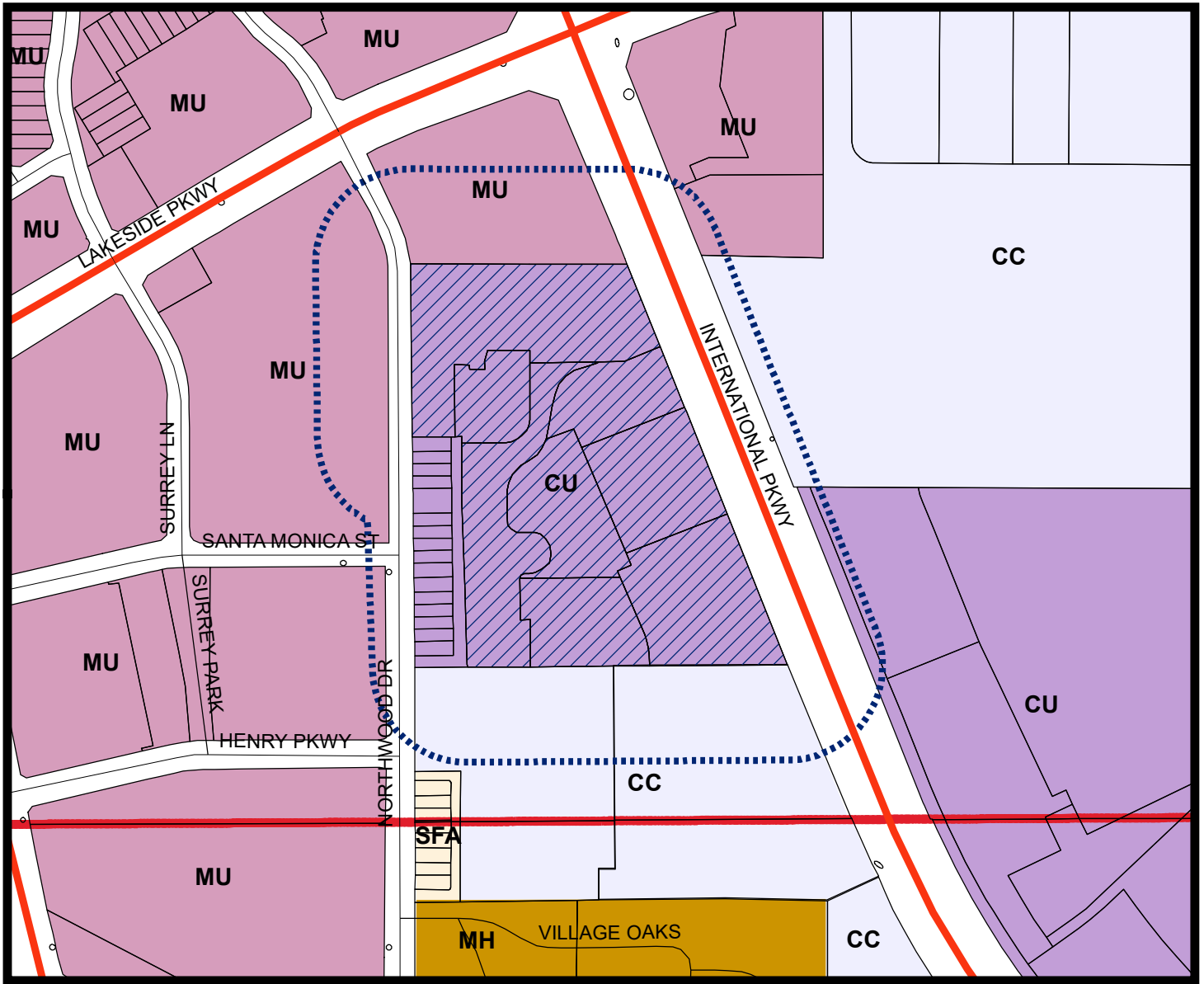
C. Correspondence

1. Lakeside Crossing Townhome resident correspondence

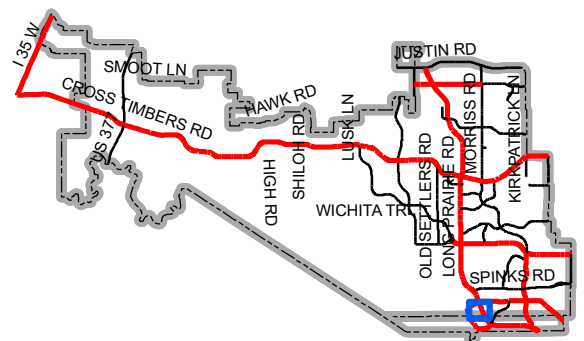
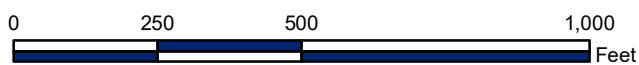
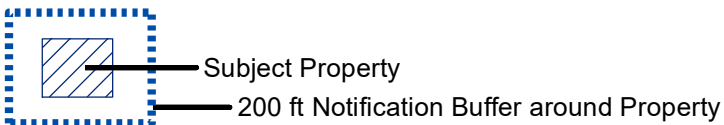
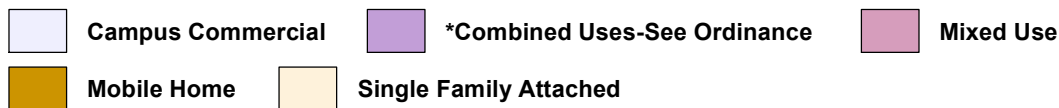


Vicinity Map

Reference Project: ZPD20-0006



LEGEND



Map Location



March 17th, 2021

Mrs. Poornima Kashyap, AICP
Principal Planner
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

RE: Lakeside Crossing - Letter of Intent

Dear Poornima:

Pursuant to our DRC meeting on September 29, 2020, please accept our application for Amending the Phasing for Lakeside Crossing. We want to make sure that you know that we are not asking to eliminate any requirements for the improvements within Lakeside Crossing. We are proposing to have some items deferred to be started by a future date under the terms of the development standards within the PD. Our immediate focus is to complete all that we need to do for buildings 4 & 5 (Lot 4, Block A and Lot 5, Block A) to receive their Certificate of Occupancies so that the new tenants can obtain their respective C/O's once they complete finish out of their spaces so they can immediately open for business without delays.

We understand that Section III.F of the planned development standards require certain items to be installed prior to the issuance of a certificate of occupancy for the first building. Per our discussion, we would like to modify this section as follows:

PHASING: The first phase of development shall include the fire lanes from Northwood Drive, to the cross-access drive installed by the development to the north, continuing to the south property line to meet the development near our Southeast Property Corner. All median cuts, curb cuts, turn lanes, and site utilities will be completed. We will provide perimeter landscaping along FM 2499 and Northwood Drive in Phase 1.

ALL OTHER LOTS - Each other pad site (Lot 1, Block A | Lot 2, Block A | Lot 3, Block A | Lot 6, Block A | Lot 7, Block A) will be place into their own phase (NOT numbered) and each new pad site owner that purchases the lot for development will be responsible for submitting their own Amended site plan for that lot. All required landscape, irrigation and lighting around each other pad site within the Lakeside Crossing development will be completed when each respective lot is developed prior to the building obtaining its own C/O.

REMAINING COMMON AREA IMPROVEMENTS – All remaining common area improvements inside the detention area and adjacent to the south/west/north sides of the creek will be started within 12-months from the date this amended plan is approved by the Town of Flower Mound. The scope of this work will be in line with what was

originally designed on the HS/LS/Lighting Plans as shown in the zoning exhibits provided with this submittal. We understand there will be no perquisites to start this work in this timeframe, and we understand that we may be required to have ASP approval prior to issuance of any permits to install irrigation, lighting, sidewalks, etc. Per the ordinance, the completion and acceptance of these items will be tied to the issuance of a CO for the 3rd building within this development. In the event that the 3rd building in this development is constructed and ready to obtain a CO in less than 12 months, we understand a CO will not be issued for that building unless the Lot 8x improvements are complete.

We appreciate your consideration and hope that we can reach an agreeable solution to move this project forward, and to be able to get the new tenants open and operational on time, so they have a good experience getting open in the Town of Flower Mound and in the Lakeside Crossing development.

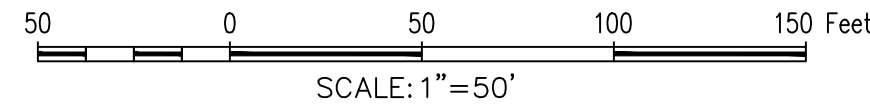
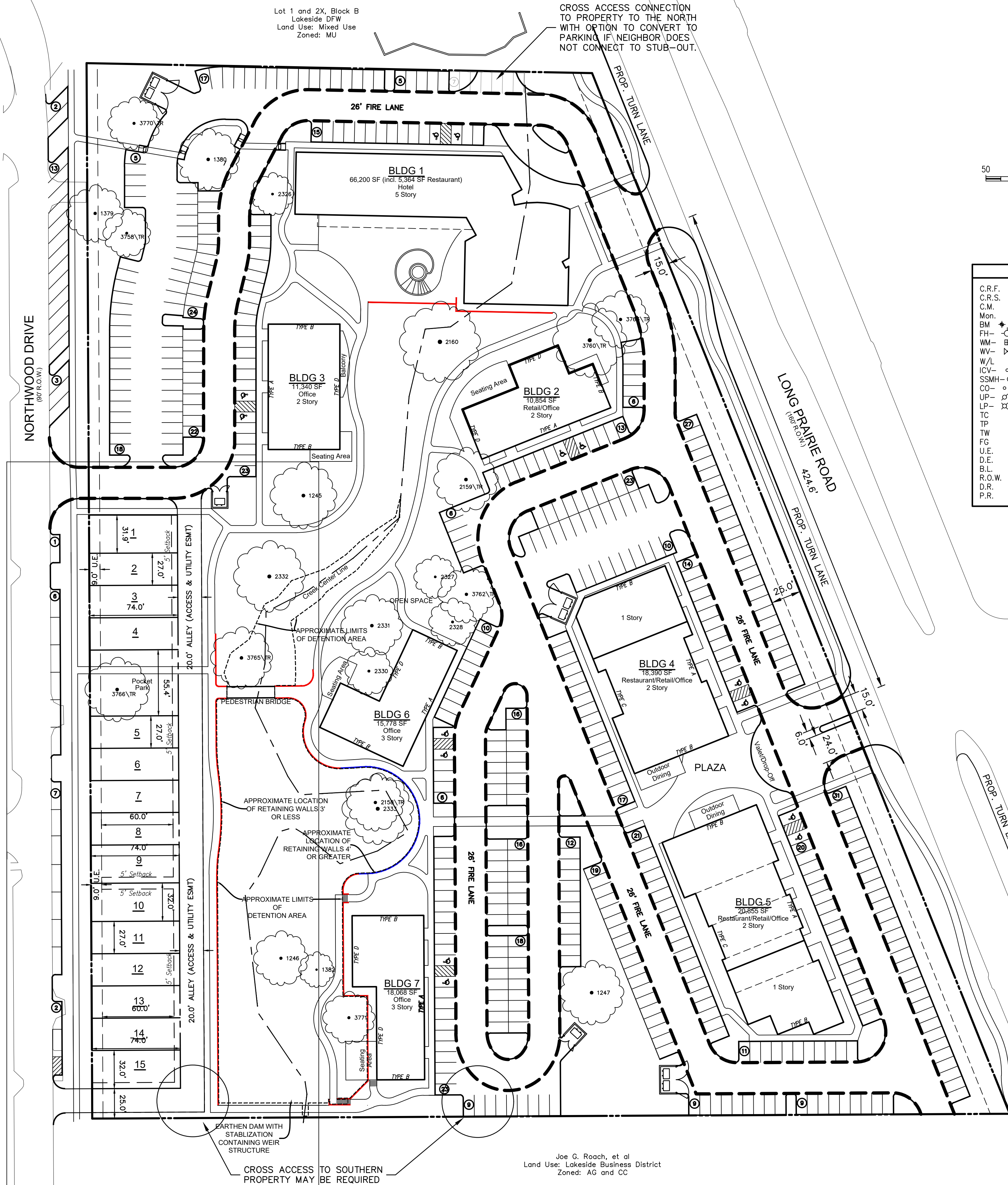
Please contact me if you have any questions or comments regarding this submittal.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Tim Nystrom', with a stylized, sweeping flourish extending to the right.

Tim Nystrom
Managing Member
Lakeside Crossing Land Partners LP

File: J:\2017\16326\16326.dwg (User: JG) Date: 07/20/2017 11:00 AM, by user
Plotted: 7/20/2017 1:06 PM, by Robert Dollak, Source: 7/20/2017 11:00 AM, by user



LEGEND

C.R.F.	Capped Rebar Found	Overhead Power Lines
C.R.S.	Capped Rebar Set	Down Guy Wire
C.M.	Control Monument	Existing Contours
Mon.	Monument	Proposed Contours
BM	Benchmark	Concrete Pavement
FH	Fire Hydrant	Asphalt Pavement
WM	Water Meter	Wood Fence
WV	Water Valve	Chain Link Fence
W/L	Water Line	Wire Fence
ICV	Irrigation Control Valve	Masonry Wall
SSMH	Sanitary Sewer Manhole	Existing Tree
CO	Sanitary Sewer Cleanout	(FL) Flowline
UP	Utility Pole	Centerline of Creek, Swale, or Waterway
LP	Light Pole	Creek, Swale, or Waterway Embankment
TC	Top of Curb	
TP	Top of Pavement	
TW	Top of Wall	
FG	Finished Grade	
U.E.	Utility Easement	
D.E.	Drainage Easement	
B.L.	Building Line	
R.O.W.	Right-of-Way	
D.R.	Deed Records	
P.R.	Plat Records	

Building Summary				
Bldg	Square Feet (SF)	Use	Units	# of Stories
1	60,836	Hotel	134 Rooms	5
	5,364	Restaurant		
2	5,427	Retail		2
	5,427	Office		
3	11,340	Office		2
	8,514	Restaurant		
4	7,356	Office		2
	2,520	Retail		
	6,843	Restaurant		
5	8,342	Office		2
	5,670	Retail		
6	15,778	Office		3
	18,068	Office		
7	161,485			

SCHEDULE OF MIXED USE PARKING - BLDGS. 1-7				
	Weekday		Weekend	
	Daytime 6A-6P	Evening 6P-Mid	Daytime 6A-6P	Evening 6P-Mid
Office	266	27	27	14
Retail	28	50	55	39
Restaurant	139	277	277	277
Hotel	94	134	94	134
Totals	527	488	453	464

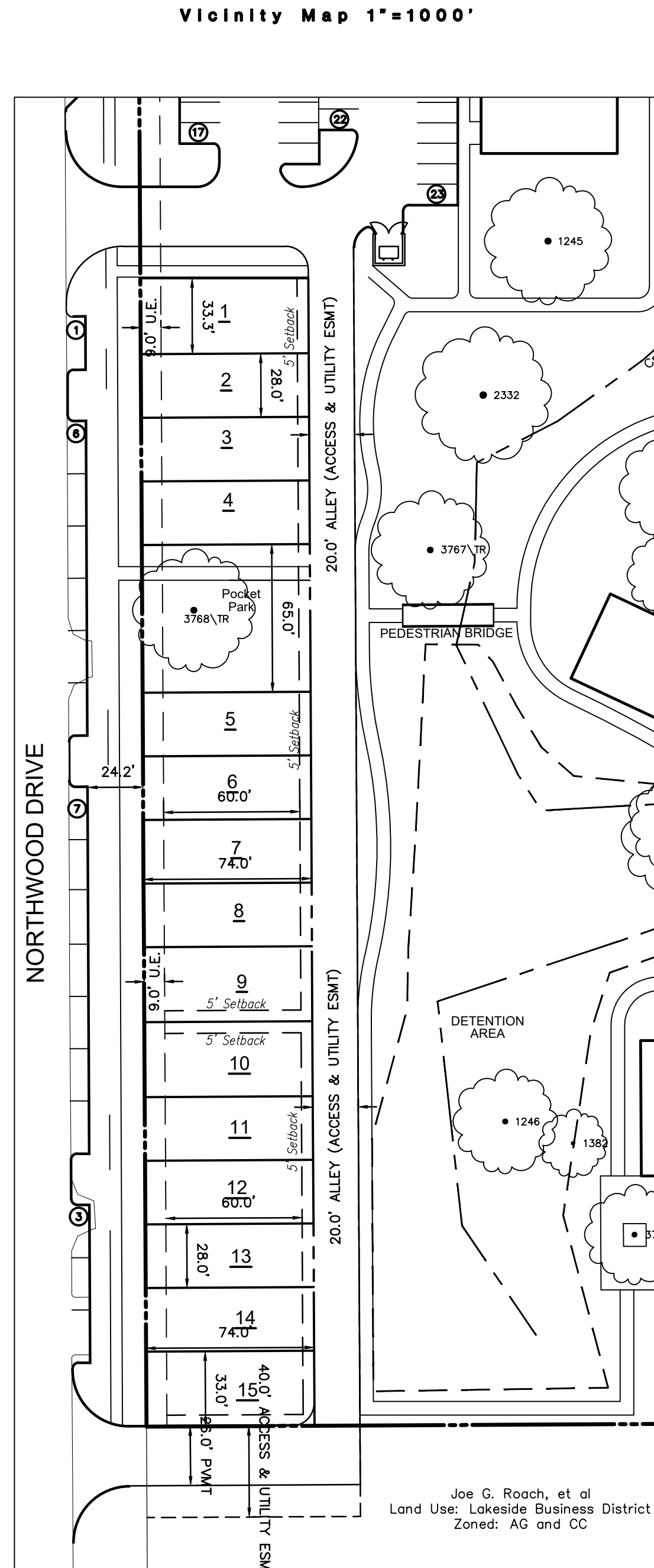
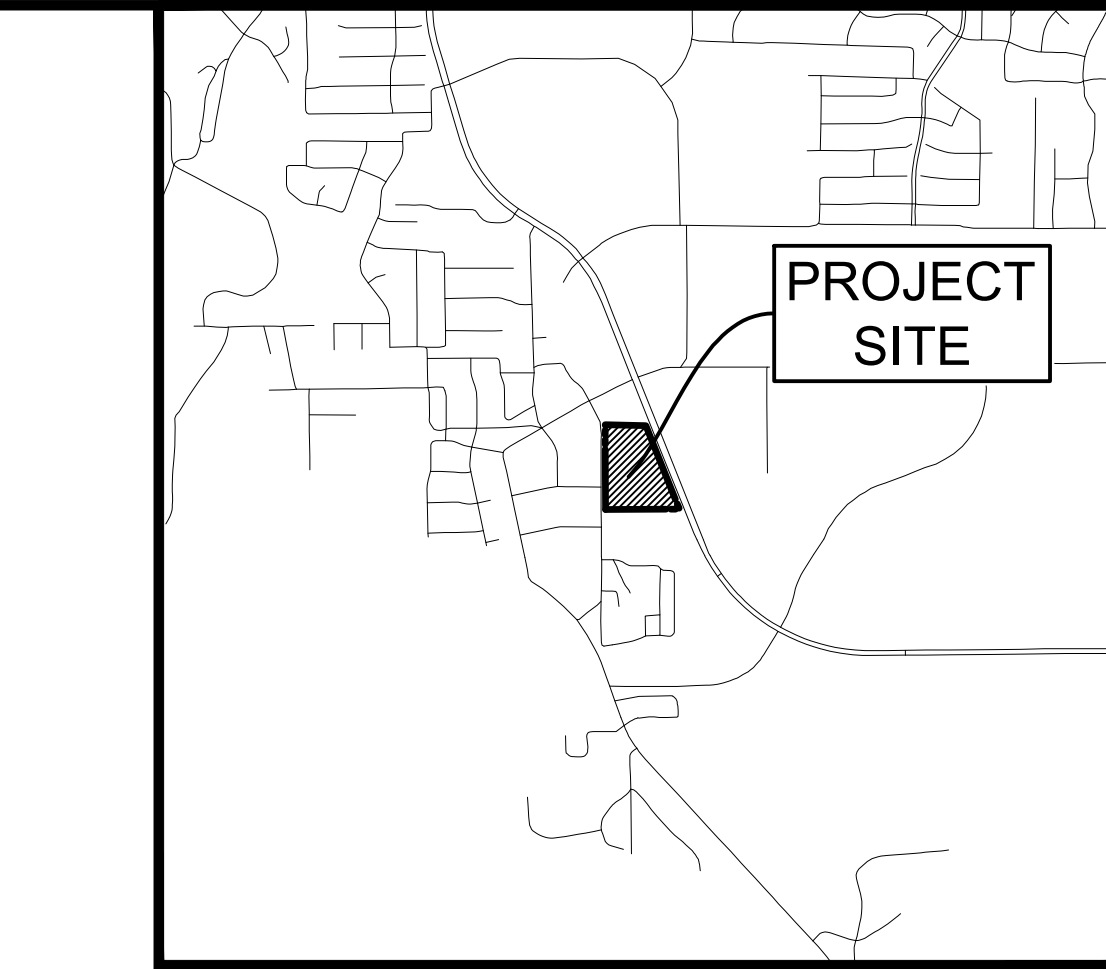
* 517 Parking Spaces Provided

SCHEDULE OF MIXED USE PARKING - PERCENTAGES				
	Weekday		Weekend	
	Daytime 6A-6P	Evening 6P-Mid	Daytime 6A-6P	Evening 6P-Mid
Office	100%	10%	10%	5%
Retail	50%	90%	100%	70%
Restaurant	50%	100%	100%	100%
Hotel	70%	100%	70%	70%

GENERAL NOTES

- 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.
- RETAINING WALL LOCATIONS AND HEIGHTS SHOWN ON THIS PLAN ARE BASED ON A PRELIMINARY GRADING CONCEPT AND ARE SUBJECT TO CHANGE. FINAL RETAINING WALL LOCATIONS AND HEIGHTS WILL BE DETERMINED AT THE SITE PLAN STAGE.
- 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.
- ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
- DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
- DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
- SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SUBJECT SITE PLAN/ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS UNLESS A COMPREHENSIVE SIGN PACKAGE FOR A SPECIFIC SIGN WAS INCLUDED IN THE APPROVED PD.
- LOCATIONS OF OUTDOOR SEATING AREAS AND OUTDOOR DINING AREAS MAY BE ADJUSTED BASED ON FINAL BUILDING FOOTPRINT. ADDITIONAL DINING AREAS MAY BE INCLUDED AT THE SITE PLAN STAGE. SEATING AREAS MAY BE PATIOS OR DECKS.
- BUILDING FACADES TYPES A THROUGH D ARE INDICATED ON THE PLAN TO IDENTIFY THE TYPES OF FACADES FOR THE NON-RESIDENTIAL BUILDINGS. THEY ARE ALSO SHOWN ON THE APPROVED CONCEPTUAL ELEVATIONS AND ARE AS FOLLOWS:

TYPE A - FRONT FACADE
TYPE B - SIDE FACADE
TYPE C - REAR FACADE
TYPE D - CREEK FACADE



INSET "A"

THE FOLLOWING REPRESENTS THE
APPROVED DOCUMENT / GRAPHIC
P & Z 05/08/2017
T C 07/17/2017
SEE FILE FOR CONDITIONS ZPD17-0001

OWNER/DEVELOPER
NEWSTREAM COMMERCIAL
4200 HERITAGE TRACE PKWY
FORT WORTH, TEXAS
Ph. 817/5862252
Contact: Tim Nystrom

SITE PLANNING CIVIL ENGINEERING PLANNING
CONSULTANTS, LLC
LAND SURVEYING LANDSCAPE ARCHITECTURE
G&A
111 Hillside Drive - Lewisville, TX 76057 P: 972-488-9712 F: 972-488-9715
144 Old Town Road - Carrollton, TX 75006 P: 972-488-9715 F: 972-488-9715
TSPS Firm No. 10047700

LAKESIDE CROSSING
in the
12,001 Acres
J. N. TANNEHILL SURVEY, ABSTRACT NO. 1252
FLOWER MOUND
DENTON COUNTY, TEXAS

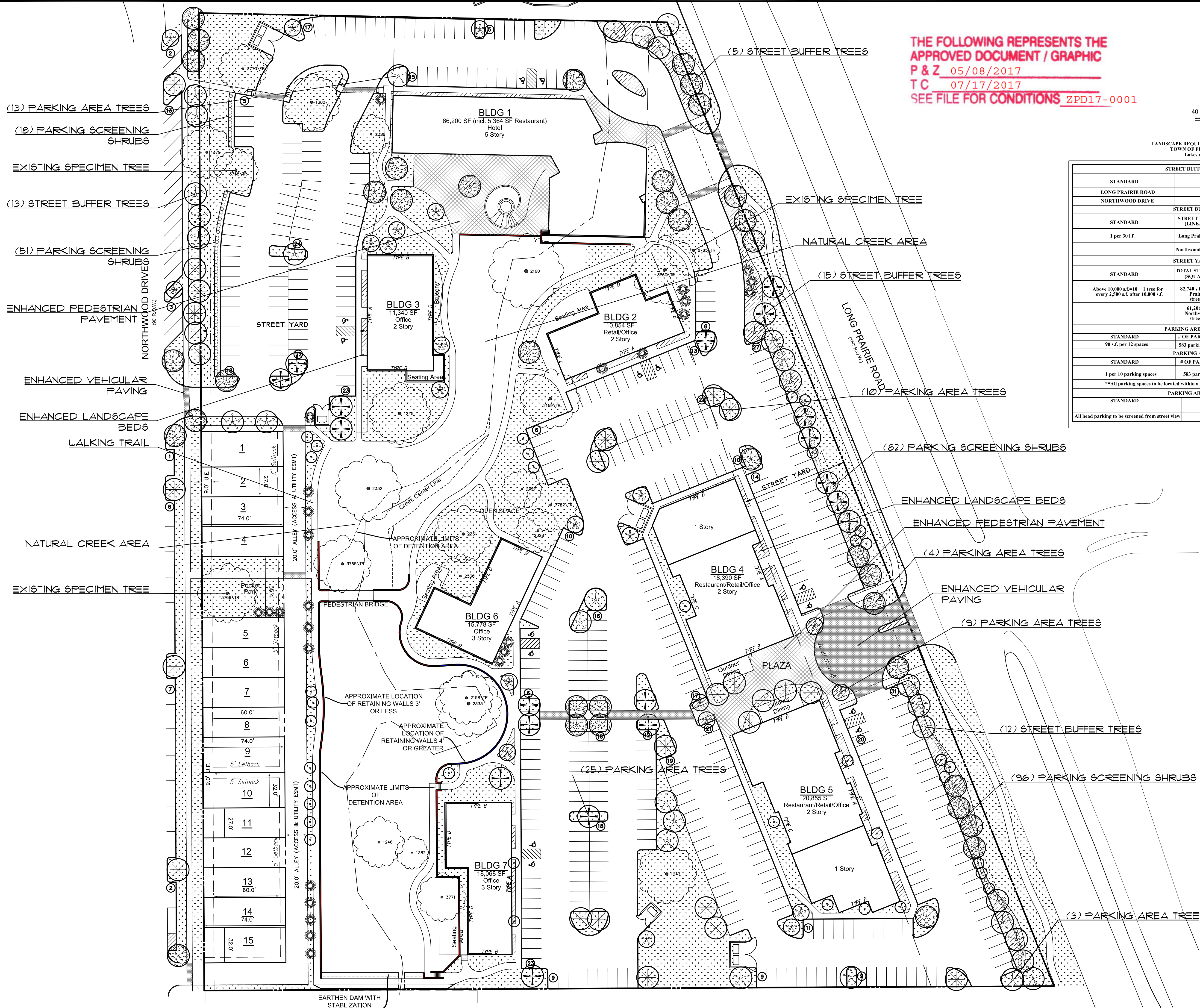
CONCEPT PLAN

PRELIMINARY PLANS
THIS DOCUMENT IS FOR
INTERIM REVIEW AND IS
NOT INTENDED FOR
CONSTRUCTION, BIDDING,
OR PERMIT PURPOSES.
G&A CONSULTANTS, F-1798
ROBERT JOHN DOLLAK, JR.,
P.E. #86898
DATE 7/20/2017

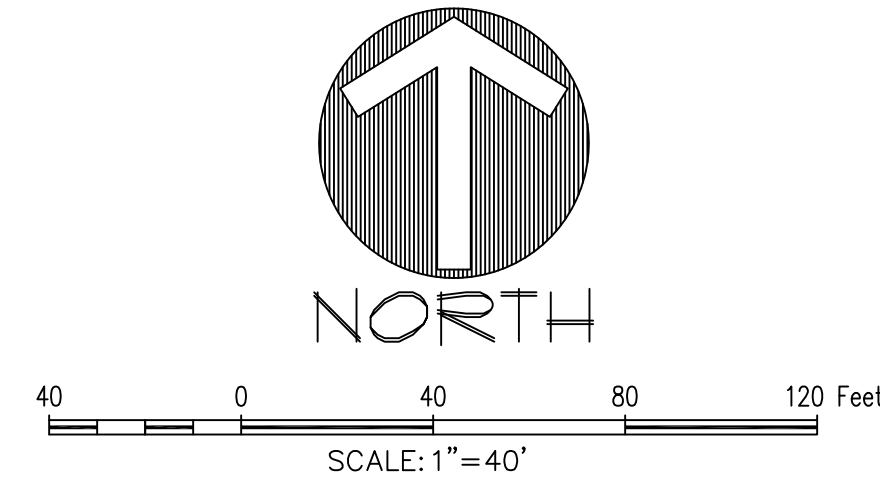
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Date: 07/09/2017
Scale: 1"=50'
Revisions:
02/24/2017
03/27/2017
04/24/2017
05/01/2017
05/03/2017
05/10/2017
07/20/2017

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THE FOLLOWING REPRESENTS THE
APPROVED DOCUMENT / GRAPHIC
P & Z 05/08/2017
T C 07/17/2017
SEE FILE FOR CONDITIONS ZPD17-0001



STREET BUFFER LANDSCAPING			
STANDARD		REQUIRED BUFFER WIDTH	PROVIDED
LONG PRAIRIE ROAD		25 ft.	15-25 ft.
NORTHWOOD DRIVE		15 ft.	15 ft.
STREET BUFFER TREES			
STANDARD	STREET FRONTAGE (LINEAR FEET)	REQUIRED	PROVIDED
1 per 30 LT.	Long Prairie - 939 LT.	32 trees (3" cal.)	32 trees (3" cal.)
	Northwood Dr. - 380 LT.	13 trees (3" cal.)	13 trees (3" cal.)
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.)	27 trees (3" cal.) + 5 existing specimen
PARKING AREA LANDSCAPING			
STANDARD	# OF PARK SPACES	REQUIRED	PROVIDED
90 s.f. per 12 spaces	583 parking spaces	4,372 s.f.	24,462 s.f.
PARKING AREA TREES			
STANDARD	# OF PARK SPACES	REQUIRED	PROVIDED
1 per 10 parking spaces	583 parking spaces	59 trees (3" cal.)	66 trees (3" cal.) + 7 existing specimen
**All parking spaces to be located within a 50 ft. avg. of parking lot tree.			
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.)

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
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BIDDING, OR PERMIT PURPOSES.
JAMESON PINSON LANDSCAPE ARCHITECTS
DATED 7/20/2017

Drawn By: JPP
Date: 01/09/2017
Scale: 1"=40'
Revisions:
02/24/2017
03/27/2017
04/24/2017
05/01/2017
05/03/2017
05/10/2017
07/20/2017

OWNER/DEVELOPER
NEWSTREAM COMMERCIAL
4200 HERITAGE TRACE PKWY
FORT WORTH, TEXAS
Ph. 8175862252
Contact: Tim Nystrom

16326

L1.0

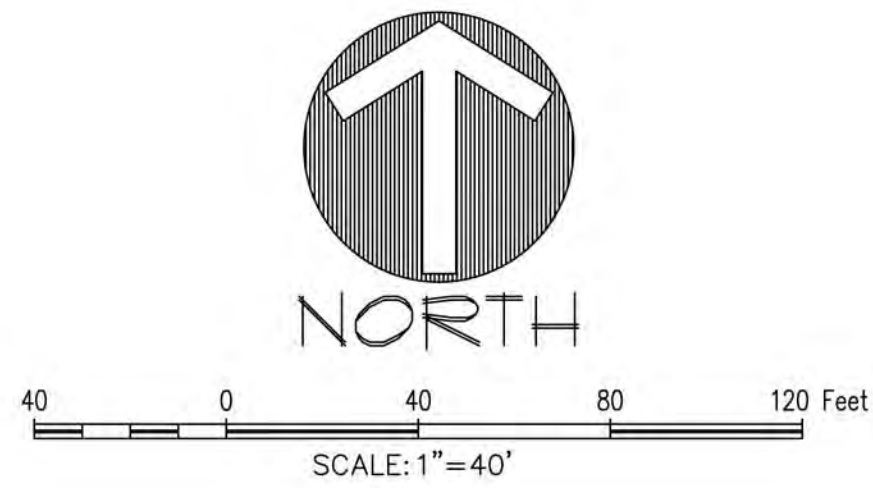
CONCEPT LANDSCAPE PLAN

LAKESIDE CROSSING
12.001 Acres
in the
J. N. TANNEHILL SURVEY, ABSTRACT NO. 1252
FLOWER MOUND
DENTON COUNTY, TEXAS

STE PLANNING CIVIL ENGINEERING PLATING
CONSULTANTS, LLC
LAND SURVEYING LANDSCAPE ARCHITECTURE
111 Hillside Drive • Lewisville, TX 75057 • P: 972.336.9712 • F: 972.436.9715
144 Old • • • • •
LAKESIDE CROSSING
LAKESIDE CROSSING
LAKESIDE CROSSING



THE FOLLOWING REPRESENTS THE
APPROVED DOCUMENT / GRAPHIC
P & Z 05/08/2017
T C 07/17/2017
SEE FILE FOR CONDITIONS ZPD17-0001



- NATURAL ZONE - NATURAL AREAS MEANT TO PRESERVE NATURAL TOPOGRAPHY AND VEGETATION
- TRANSITION ZONE - AREAS WHERE GRADING AND RETAINING WALLS MAY OCCUR IN ORDER TO MEND THE NATURAL AND BUILT ENVIRONMENTS
- SOUTHERN ZONE - AREA DESIGNATED TO DETAIN 100 YEAR FLOOD AND NATURAL AREA MEANT TO PRESERVE NATURAL TOPOGRAPHY AND VEGETATION
- EARTHEN DAM WITH STABILIZATION CONTAINING WEIR STRUCTURE
- POSSIBLE AREAS OF EXPOSED GRADE BEAM - 4' MAX
- POSSIBLE RETAINING WALL LOCATIONS - 3' MAX
- POSSIBLE RETAINING WALL LOCATIONS - 10' MAX

SITE PLANNING CIVIL ENGINEERING PLANNING
CONSULTANTS, LLC
LAND SURVEYING LANDSCAPE ARCHITECTURE
111 Hillside Drive - Lewisville, TX 76057 - P: 972.438.9715 - F: 972.438.9715
144 Old Town Blvd. North, Ste 2, Argyle, TX 76226 - P: 940.240.1012 - F: 940.240.1028
TBPES Firm No. 1004700

LAKESIDE CROSSING
12.001 Acres
in the
J. N. TANNHILL SURVEY, ABSTRACT NO. 1252
FLOWER MOUND
DENTON COUNTY, TEXAS

CONCEPTUAL OPEN SPACE PLAN

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
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BIDDING, OR PERMIT PURPOSES.
JAMESON PINSON LANDSCAPE ARCHITECTS
STATE OF TEXAS
DATED 8/2/2017

Drawn By: JPP
Date: 01/09/2017
Scale: 1"=40'
Revisions:
02/24/2017
03/27/2017

OWNER/DEVELOPER
NEWSTREAM COMMERCIAL
4200 HERITAGE TRACE PKWY
FORT WORTH, TEXAS
Ph. 817.568.2252
Contact: Tim Nystrom

16326

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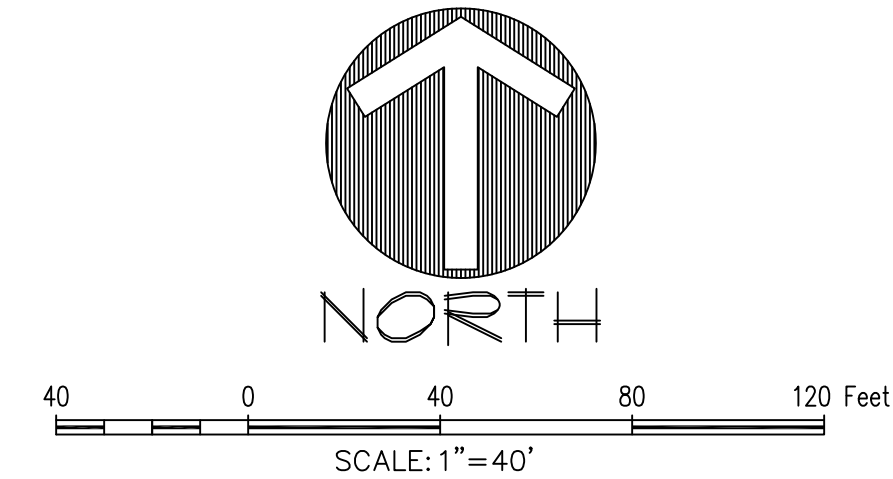
LAKESIDE CROSSING

TREE PROTECTION FENCE
EXISTING SPECIMEN TREE

EXISTING SPECIMEN TREE

TREE PROTECTION FENCE
EXISTING SPECIMEN TREE

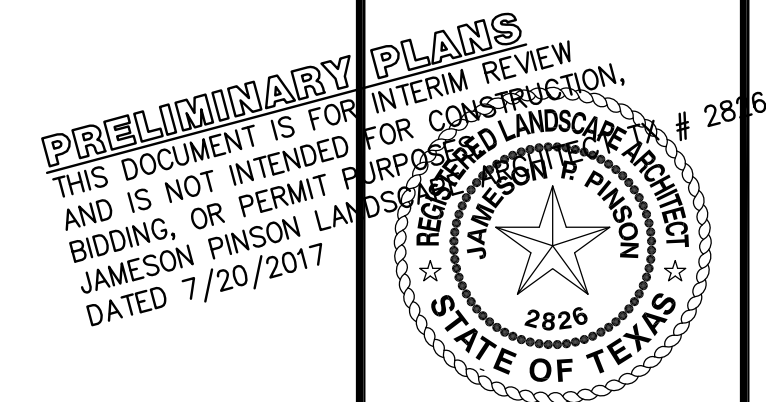
THE FOLLOWING REPRESENTS THE
APPROVED DOCUMENT / GRAPHIC
P & Z 05/08/2017
T C 07/17/2017
SEE FILE FOR CONDITIONS ZPD17-0001



LIST #	TREE #	CAL. "	COMMON NAME	BOTANICAL NAME	PROTECTED	SPECIMEN	REMOVED	CANOPY DIA.	REMARKS
1	1245	26	POST OAK	Quercus stellata	Yes	Yes	No	56'	
2	1246	23	POST OAK	Quercus stellata	Yes	Yes	No	36'	
3	1247	22	POST OAK	Quercus stellata	Yes	Yes	No	44'	
4	1379	22.5	POST OAK	Quercus stellata	Yes	Yes	No	48'	
5	1380	22.5	POST OAK	Quercus stellata	Yes	Yes	No	52'	
6	1382	23	POST OAK	Quercus stellata	Yes	Yes	No	30'	
7	2158	21	CEDAR ELM	Ulmus crassifolia	Yes	Yes	No	48'	Health Issue
8	2159	30	POST OAK	Quercus stellata	Yes	Yes	No	54'	
9	2160	32	POST OAK	Quercus stellata	Yes	Yes	No	68'	
10	2326	25	POST OAK	Quercus stellata	Yes	Yes	No	36'	Cavity/Bee Hive
11	2327	22	POST OAK	Quercus stellata	Yes	Yes	No	36'	
12	2328	22	POST OAK	Quercus stellata	Yes	Yes	No	40'	
13	2330	23	POST OAK	Quercus stellata	Yes	Yes	No	40'	
14	2331	22	POST OAK	Quercus stellata	Yes	Yes	No	52'	
15	2332	28	POST OAK	Quercus stellata	Yes	Yes	No	60'	
16	2333	23	POST OAK	Quercus stellata	Yes	Yes	No	60'	
17	3758	27.5	POST OAK	Quercus stellata	Yes	Yes	No	40'	
18	3760	29	POST OAK	Quercus stellata	Yes	Yes	No	62'	
19	3762	25	POST OAK	Quercus stellata	Yes	Yes	No	48'	Cavity/ Storm Damage
20	3763	31	POST OAK	Quercus stellata	Yes	Yes	No	48'	
21	3765	31	POST OAK	Quercus stellata	Yes	Yes	No	52'	
22	3766	28	POST OAK	Quercus stellata	Yes	Yes	No	56'	
23	3770	29	POST OAK	Quercus stellata	Yes	Yes	No	44'	
24	3771	26	POST OAK	Quercus stellata	Yes	Yes	No	44'	Health Issue

THERE ARE 61 PROTECTED
TREES LOCATED OUTSIDE THE
UPLAND WOODED HABITAT.

UPLAND WOODED
HABITAT



Drawn By: JPP
Date: 01/09/2017
Scale: 1"=40'
Revisions:
02/24/2017
03/27/2017
04/24/2017
05/01/2017
05/03/2017
05/10/2017
07/20/2017

OWNER/DEVELOPER
NEWSTREAM COMMERCIAL
4200 HERITAGE TRACE PKWY
FORT WORTH, TEXAS
Ph. 8175862252
Contact: Tim Nystrom

16326

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LAKESIDE CROSSING
12.001 Acres
in the

J. N. TANNEHILL SURVEY, ABSTRACT NO. 1252
FLOWER MOUND
DENTON COUNTY, TEXAS

SPECIMEN TREE SURVEY

STE PLANNING CIVIL ENGINEERING PLATTING
CONSULTANTS, LLC
LAND SURVEYING LANDSCAPE ARCHITECTURE
111 Hillside Drive • Lewisville, TX 75057 • P: 972.336.9712 • F: 972.436.9715
144 Old Country Road • Irving, TX 75039 • P: 972.436.1028
LPEE Firm No. 1798 TBSLS Firm No. 10047700

LAKESIDE CROSSING



THE FOLLOWING REPRESENTS THE
APPROVED DOCUMENT / GRAPHIC
P & Z 02/26/2018
T C _____
SEE FILE FOR CONDITIONS SP17-0020

SCALE: 1"=10'

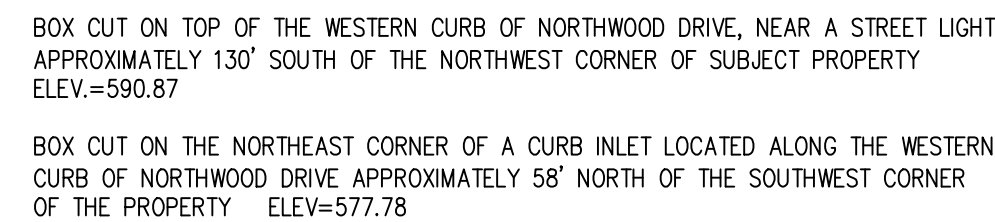
17.5'

9.0'

0.5'

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' WIDE 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. THE HATCHED AREAS ON THIS SHEET REPRESENT THE PROPOSED FIRE LANES.
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. ANY BUILDING MOUNTED UTILITY OR EQUIPMENT BOXES SHALL BE SCREENED FROM STREET VIEW BY A MINIMUM SIX FOOT HIGH SCREENING DEVICE. WHETHER SHOWN IN THESE PLANS OR NOT. SUCH SCREENING DEVICE SHALL CONSIST EITHER OF PLANT MATERIAL OR A SCREENING WALL CONSTRUCTED OF OR FINISHED WITH A MATERIAL TO MATCH THE BUILDING, PROVIDED HOWEVER THAT WOOD FENCING OR SCREENING SHALL BE PROHIBITED. THIS RELATES TO ONLY THE NORTHERN, SOUTHERN AND WESTERN BUILDING FACADES, SINCE THESE ARE THE ONLY FACADES ABUTTING A STREET.
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 BE IN COMPLIANCE WITH THE RIVER WALK SIGNAGE REGULATIONS.
12. THE DISCREET SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
13. A TxDOT PERMIT WILL BE REQUIRED BEFORE ANY WORK CAN OCCUR WITHIN THE TxDOT RIGHT-OF-WAY.
14. REFER TO THE PAVING PLAN FOR ADDITIONAL INFORMATION REGARDING THE PROPOSED TURN LANES.

* 491 Parking Spaces Provided

* 491 Parking Spaces Provided

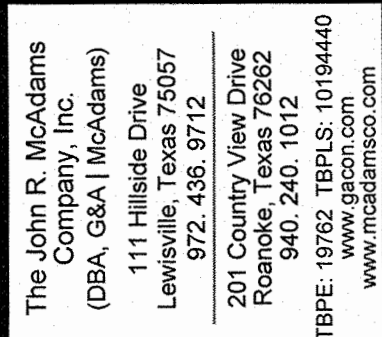
SITE PLAN AND DIMENSIONAL CONTROL PLAN

THIS DOCUMENT IS FOR
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CONSTRUCTION, BIDDING,
OR PERMIT PURPOSES.
G&A CONSULTANTS, F-1798
ROBERT JOHN DOLLAH, JR.
P.E. #86898
DATE 2/20/2018

Drawn By: AR
Date: 10/30/2017
Scale: 1"=50'
Revisions:
11/20/2017
12/14/2017
01/17/2018
02/07/2018

C3

OWNER/DEVELOPER
NEWSTREAM COMMERCIAL
311 S. OAK STREET, SUITE 250
ROANOKE, TX 76282
Ph. 817-802-0578
Contact: MR. TROY LEWIS



LAKE SIDE CROSSING
12.00 Acres
in the
JUN. TANNEHILL SURVEY, ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

HARDSCAPE PLAN



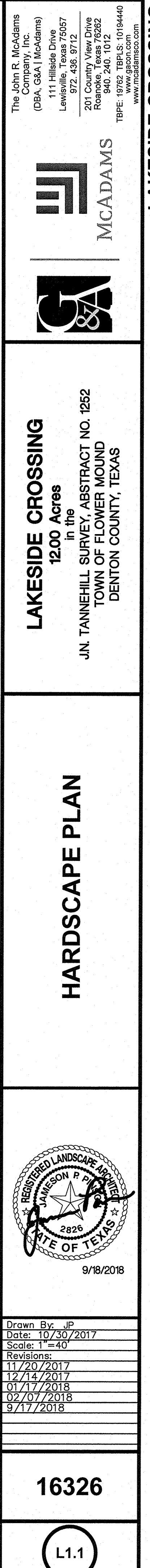
9/18/2018

Drawn By: JP
Date: 10/30/2017
Scale: 1"=40'
Revisions:
11/20/2017
12/14/2017
01/17/2018
02/07/2018
9/17/2018

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OWNER/DEVELOPER
NEWSTREAM COMMERCIAL
311 S. OAK STREET, SUITE 250
ROANOKE, TX 76282
Ph. 817-802-0578
Contact: MR. TROY LEWIS





REVIEWED
TOWN OF FLOWER MOUNT
Released for Construction
Date 10/11/18
[Signature]

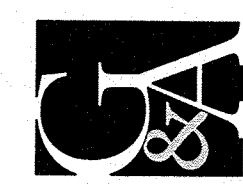
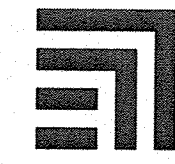
Town of Flower Mount
Engineering Services Division

• BUTTERFIELD COLOR CONCRETE
 609 U. ILLINOIS AVE
 ALTOONA, IL 61850
 800-282-3288
www.butterfieldcolor.com

**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

BP: 19762 TBPLS: 10194440
www.gacon.com
www.mcmadams.com



LAKESIDE CROSSING

12.00 Acres
in the
J.N. TANNEHILL SURVEY, ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

HARDSCAPE PLAN



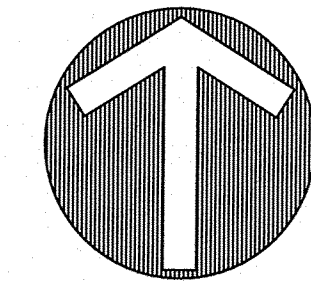
9/18/2018

Drawn By: JP
Date: 10/30/2017
Scale: 1"=40'
Revisions:
11/20/2017
12/14/2017
01/17/2018
02/07/2018
9/17/2018

16326

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1/4,422 SQ. FT.
FF = 591.25



40 0 40 80 120 Feet

BROOM FINISH CONCRETE SIDEWALK

HANDRAILS
STEPS

ENHANCED PAVEMENT TYPE (E)

STONE RETAINING WALL

ORNAMENTAL GATE

ADA HANDRAILS

LANDSCAPE PLANTER BED

TROWEL FINISH CONCRETE STEPS

LANDSCAPE PLANTER BED

ORNAMENTAL GATE

ORNAMENTAL FENCE

CRUSHED GRANITE WALK

STONE RETAINING WALL

HANDRAILS

ORNAMENTAL GATE

RAISED POOL SPA

POOL PATIO FURNITURE

SELECTION PER OWNER

ENHANCED PAVEMENT COPING

TYPE (F)

ENHANCED PAVEMENT TYPE (E)

ENHANCED PAVEMENT

BANDING TYPE (F)

TREX DECK

FIRE PIT

COVERED ARBOR BY ARCHITECT

TROWEL FINISH CONCRETE STEPS

LANDSCAPE PLANTER

ADA HANDRAILS

LANDSCAPE PLANTER

STONE RETAINING WALL

POOL STEPS

POOL SEAT LEDGE

HANDRAIL

SPA OVER FLOW

POOL STEPS

HANDRAIL

TROWEL FINISH CONCRETE STEPS

POOL SEAT LEDGE

POOL SUN DECK

LANDSCAPE PLANTER

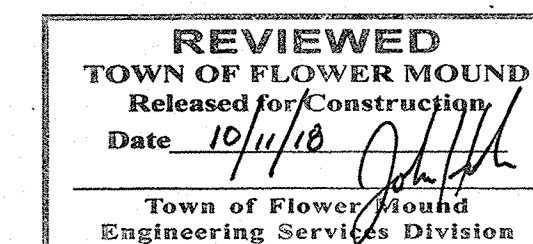
ADA HANDRAILS

LANDSCAPE PLANTER

STONE RETAINING WALL

ORNAMENTAL METAL FENCE

NOTE: OUTDOOR FURNITURE FOR POOL AREA SUPPLIED BY OWNER
ORNAMENTAL OMEGA METAL GATES FOR POOL ENCLOSURE TO MEET CODE



LEGEND

	TYPE (A) STAMPED AND STAINED PATTERN CONCRETE PATTERN: COBBLESTONE COLOR: BASE - L26 LAMON STONE, RELEASE - R22 STORM GRAY
	TYPE (B) STAMPED AND STAINED PATTERN CONCRETE PATTERN: TETRA STONE COLOR: BASE - L26 LAMON STONE, RELEASE - R22 STORM GRAY
	TYPE (C) STAINED CONCRETE PATTERN: TROWEL FINISH BUFFED CONCRETE BASE COLOR - P22 ARENA BUFF ACCENT COLOR - P23 SMOKE
	TYPE (D) BROOM FINISH CONCRETE SIDEWALK
	TYPE (E) STAINED CONCRETE PATTERN: TROWEL FINISH ACID WASH BASE COLOR - P22 ARENA BUFF ACCENT COLOR - P23 SMOKE
	TYPE (F) ALAMO STONE (Povencia Collection) COGNAC BROWN PATIO BANDING STONE SIZE - 12"x12"x2" POOL COPING - 2" THICKNESS
	TYPE (G) IPE DECKING
	TYPE (H) CRUSHED GRANITE

The John R. McAdams Company, Inc.
(DBA, G&A McAdams)
111 Hillside Drive
Lewisville, Texas 75057
972.436.9712
207 County View Drive
Rockwall, Texas 75087
940.940.1012
TBP: 19762 TBP S: 10194440
www.gamc.com

McADAMS

LAKESIDE CROSSING

LAKESIDE CROSSING
12.00 Acres
in the
JUN. TANNER HILL SURVEY, ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

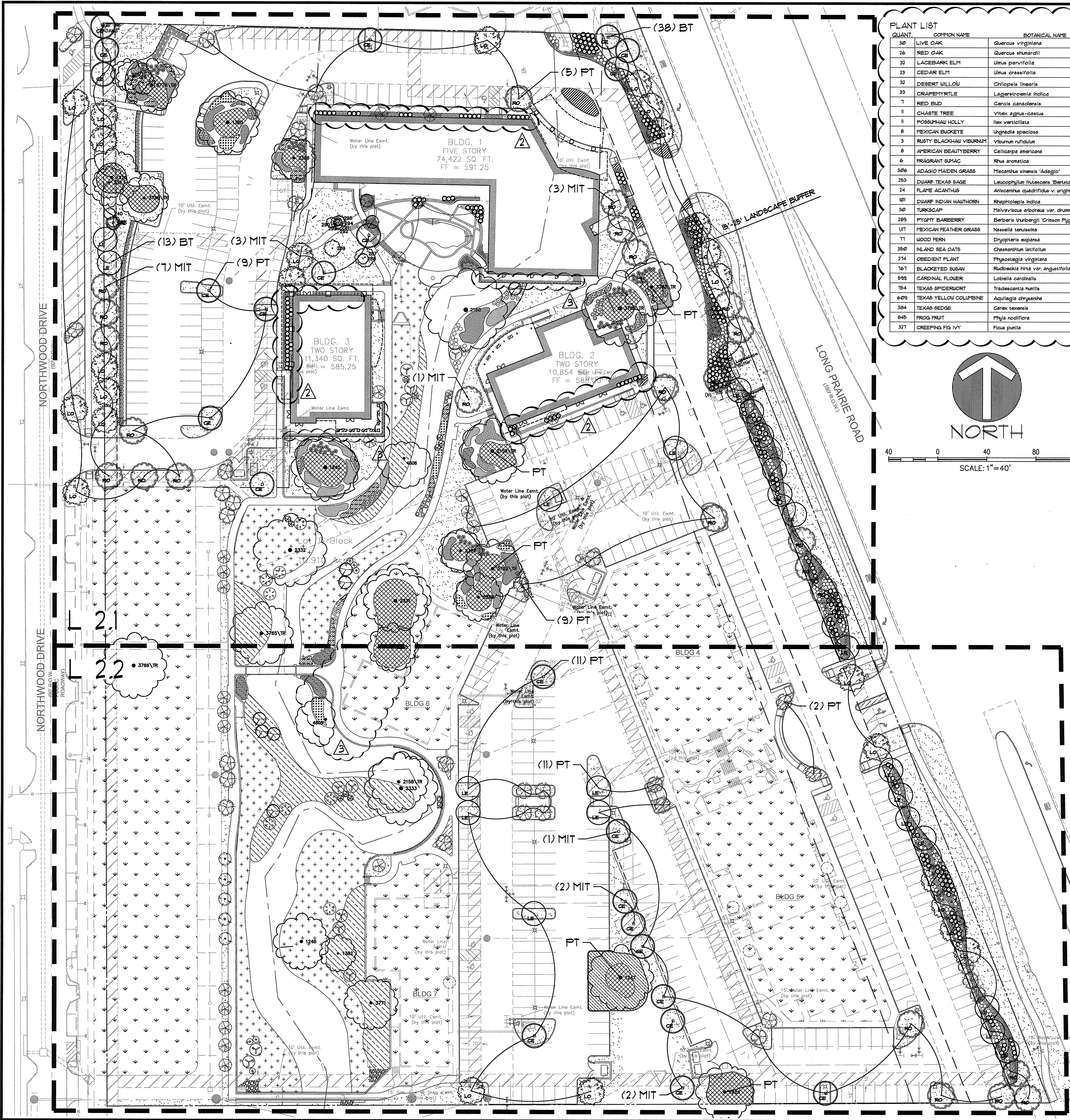
HARDSCAPE PLAN

Drawn By: JLP
Date: 10/30/2017
Scale: 1" = 40'
Revisions:
11/20/2017
12/14/2017
01/17/2018
02/07/2018

16326

OWNER/DEVELOPER
NEWSTREAM COMMERCIAL
311 S. OAK STREET, SUITE 260
ROANOKE, TX 76262
Ph. 817-802-0578
Contact: MR. TROY LEWIS

L1.3



PLANT LIST		BOTANICAL NAME		SIZE	MIN. HT.	SPACE	REMARKS
QUANT.	COMMON NAME						
30	LIVE OAK	Quercus virginiana		3" cal.	10'-12'	Pier Plan	Single Trunk
26	RED OAK	Quercus shumardii		3" cal.	10'-12'	Pier Plan	Single Trunk
32	LACEBARK ELM	Ulmus parvifolia		3" cal.	10'-12'	Pier Plan	Single Trunk
23	CEDAR ELM	Ulmus crassifolia		3" cal.	10'-12'	Pier Plan	Single Trunk
32	DESERT WILLOW	Chilopsis linearis		30 gal.	7'-8'	Pier Plan	Full
33	CRAPPEY NUTLE	Lagerstroemia indica		30 gal.	7'-8'	Pier Plan	Full
7	RED BUD	Cercis canadensis		30 gal.	7'-8'	Pier Plan	Full
11	CHASTE TREE	Vitex agnus-castus		30 gal.	7'-8'	Pier Plan	Full
11	POSSUMHAW HOLLY	Ilex verticillata		30 gal.	7'-8'	Pier Plan	Full
8	MEXICAN BUCKEYE	Ungadia speciosa		5 gal.	5'-6'	Pier Plan	Multi-trunk
3	RUSTY BLACKHAW VIBURNUM	Viburnum nudifolium		5 gal.	4'-5'	Pier Plan	Full
8	AMERICAN BEAUTYBERRY	Callicarpa americana		5 gal.	3'-4'	Pier Plan	Full
6	FRAGRANT SUMAC	Rhus aromatica		5 gal.	3'-4'	Pier Plan	Full
306	ADAGIO MAIDEN GRASS	Miscanthus sinensis 'Adagio'		5 gal.	3'-4'	Pier Plan	Full
753	DIARF TEXAS SAGE	Leucophyllum frutescens 'Bertalar'		5 gal.	3'-4'	Pier Plan	Full
24	FLAME ACANTHUS	Anticenthus quadrifidus v. upright		3 gal.	3'-4'	Pier Plan	Full
101	DIARF INDIAN HAWTHORN	Rhoiclisia indica		3 gal.	2'-3'	Pier Plan	Full
30	TURKSCAP	Malvaceae arborea var. drummondii		3 gal.	1'-2'	Pier Plan	Full
289	PYGMY BARBERRY	Berberis thunbergii 'Grisen Pygmy'		3 gal.	1'-2'	Pier Plan	Full
101	MEXICAN FEATHER GRASS	Nassella tenuissima		3 gal.	1'-2'	Pier Plan	Full
77	WOOD FERN	Dryopteris expansa		3 gal.	1'-2'	Pier Plan	Full
390	INLAND SEA OATS	Chenanthium latifolium		3 gal.	1'-2'	Pier Plan	Full
214	OBEDIENT PLANT	Physostegia virginiana		1 gal.	1'-2'	Pier Plan	Full
167	BLACKEYED SUSAN	Rudbeckia hirta var. angustifolia		1 gal.	1'-2'	Pier Plan	Full
999	CARDINAL FLOWER	Lobelia cardinalis		1 gal.	1'-2'	Pier Plan	Full
154	TEXAS SPIDERWORT	Tradescantia humilis		1 gal.	1'-2'	Pier Plan	Full
609	TEXAS YELLOW COLUMBINE	Aquilegia chrysantha		1 gal.	1'-2'	Pier Plan	Full
384	TEXAS SEDGE	Carex texensis		1 gal.	1'-2'	Pier Plan	Full
845	FROG FRUIT	Phyla nodiflora		1 gal.	1'-2'	Pier Plan	Full
321	CREeping FIG IVY	Ficus pumila		1 gal.	1'-2'	Pier Plan	Full



LANDSCAPE NOTES:

- Plant material shall be measured and sized according to the latest edition of the Texas Nursery and Landscape Association (TNLA) grades and standards.
- All plant beds shall be top-dressed with a minimum of 3 inches of hardwood or other mulch.
- Trees shall be planted at least 4 feet from utility line, curb, walk, fire connection, and outside all utility easements.
- Trees overhanging walks and parking shall have a minimum clear trunk height of 7 ft.
- A visibility triangle shall be provided at all intersections. Shrubs are not to exceed 30 inches in height. Trees shall have a minimum clear trunk height of 9 feet.
- The owner, tenant, and/or their agents, if any, shall be jointly and severally shall be responsible for the maintenance, establishment, and permanence of plant material. All landscaping shall be maintained in a neat and orderly manner at all times. This shall include, but not limited to, mowing, edging, pruning, fertilizing, watering, and other activities necessary for the maintenance of landscaped areas.
- All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year. Plant material that is damaged, destroyed, or removed shall be replaced with plant material of similar size and variety within 30 days unless otherwise approved in writing by the Town of Flower Mound.
- Before construction, landscape contractor and general contractor shall verify and locate all existing utilities in areas of excavation.
- Please refer to all landscape and irrigation specifications.
- All landscape beds and turf areas to be separated with edging.
- All landscape beds to be 6" below finished floor.
- All hydramulch or sod areas to be brought to +/- 1/4" by site grading contractor. Landscape contractor to bring all areas to final grade and remove all clod, rocks or debris >1" in diameter.
- All landscape to be 100% irrigated. All irrigation within Drip lines of existing trees to be hand dug, and line to be installed in a radial fashion toward the trunk.
- Please note that the permeable areas under the drip line of specimen and protected trees should be left at natural grade. No cutting or filling are to occur in these areas.
- All areas of grading disturbance are to have grass reestablished at 75% coverage prior to letter of acceptance from the Town of Flower Mound. Means and methods of grass establishment and application of water for grass establishment are at the discretion of the owner and contractor.

- ADDITIONAL NOTES:**
- Specimen trees to be treated with a 12-12-12 fertilizer and IBE (0.25%)(Indole-3-Butyric acid) and Mycorrhizal inoculate (0.05%) and Aqua Sorb (5.0%) within (1) week of rough grading.
 - Follow up with the same treatment (6) months later. Rates and means of application per manufacturer.
 - Recommended manufacturer to be Tree Nutri, or approved equal.
 - Lime stabilization is NOT permitted within (20) feet of shown tree canopy.
 - If work is required within the limits of the tree protection fence, contact the Environmental Review Specialist, James Hoefert, with the Town of Flower Mound at 972-874-6352 for fence adjustment approval.
 - If roots 2" diameter or greater are damaged during construction, then root pruning is required.
 - NO machinery or heavy equipment is allowed under specimen tree canopies.
 - Trees, 2" cal. or larger, within the tree protection fence, whether shown or not, shall be preserved.
 - The Natural Creek Area Zone understory and within specimen tree protection fence to be selectively cleared - remove trees less than 2" caliper, vines, shrubs, saplings, and undergrowth. Understory to be cleared with handheld equipment ONLY. NO heavy machinery permitted in this zone. Leaf litter should be removed for seeded areas for habitat re-establishment.

PLANT LEGEND

(LO) LIVE OAK

(RO) RED OAK

(LE) LACEBARK ELM

(CE) CEDAR ELM

(DW) DESERT WILLOW

(CN) CRAPPEY NUTLE

(RB) RED BUD

(CT) CHASTE TREE

(PH) POSSUMHAW HOLLY

(MB) MEXICAN BUCKEYE

(RV) RUSTY BLACKHAW VIBURNUM

(AB) AMERICAN BEAUTYBERRY

(FS) FRAGRANT SUMAC

(AG) ADAGIO MAIDEN GRASS

(TS) DIARF TEXAS SAGE

(FA) FLAME ACANTHUS

(DI) DIARF INDIAN HAWTHORN

(TC) TURKSCAP

(PB) PYGMY BARBERRY

(MF) MEXICAN FEATHER GRASS

(WF) WOOD FERN

(SO) INLAND SEA OATS

(OP) OBEDIENT PLANT

(BS) BLACKEYED SUSAN

(CF) CARDINAL FLOWER

(SW) SPIDERWORT

(TY) TEXAS YELLOW COLUMBINE

(SD) TEXAS SEDGE

(FF) FROG FRUIT

(FI) CREeping FIG IVY

SEASONAL COLOR

ENHANCED LANDSCAPE BED

BERMUDA SOO

SEEDED INLAND SEA OATS

SEEDED SHADE-FRIENDLY GRASS MIX

BARK MULCH, DEPTH OF (6) INCHES

BERMUDA HYDRO-MULCH

LANDSCAPE PLAN TREE LABELS:
(BT) = LANDSCAPE BUFFER TREE
(MIT) = MITIGATION TREE
(PT) = PARKING LOT TREE

REVIEWED
TOWN OF FLOWER MOUND
Released for Construction
Date: 10/11/18
Town of Flower Mound
Engineering Services Division



Drawn By: JP
Date: 10/30/2017
Scale: 1"=40'
Revisions:
11/20/2017
01/14/2017
01/17/2018
02/07/2018
9/17/2018

16326

L2.0

OWNER/DEVELOPER
NEWSTREAM COMMERCIAL
311 S. OAK STREET, SUITE 250
ROANOKE, TX 76262
PH: 817-602-0578
Contact: MR. TROY LEWIS

- TREE MITIGATION:** (13) 3" cal. trees called out on landscape plan as (MIT).
Note #1: Trees #1379, 238, 240, 241, 242, 243 (1 credits each = 6 credits) + 1 new tree (3" cal.) = 13 landscape buffer trees
Note #2: Trees #162 (6 credits) + #159 (6 credits) + #162 (5 credits) + #241 (4 credits) + #24 (5 credits) + 41 new trees = 13 parking trees

LANDSCAPE REQUIREMENT COMPLIANCE TOWN OF FLOWER MOUND Lakeside Crossing			
STREET BUFFER LANDSCAPING			
STANDARD		REQUIRED BUFFER WIDTH	PROVIDED
LONG PRAIRIE ROAD		25 ft.	15-25 ft.
NORTHWOOD DRIVE		10 ft.	15 ft.
STREET FRONTAGE TREES (LINEAR FEET)			
STANDARD		REQUIRED	PROVIDED
1 per 500 s.f.	Long Prairie - 18,657 L.F.	38 trees (3" cal.)	38 trees (3" cal.)
1 per 30 L.F.	Northwood Dr. - 380 L.F.	13 trees (3" cal.)	13 trees See Note #1.
STREET YARD TREES (SQUARE FEET)			
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
PARKING AREA LANDSCAPING			
STANDARD	# OF PARK. SPACES	REQUIRED	PROVIDED
90 s.f. per 12 spaces	583 parking spaces	4,372 s.f.	24,462 s.f.
PARKING AREA TREES			
STANDARD	# OF PARK. SPACES	REQUIRED	PROVIDED
1 per 10 parking spaces	583 parking spaces	59 trees (3" cal.)	73 trees See Note #2.
**All parking spaces to be located within a 50 ft. avg. of parking lot tree.			
PARKING AREA SCREENING			
STANDARD		Landscaping berm or screening shrubs	PROVIDED
All head parking to be screened from street view		3' ht. screen	Screening shrubs (3' ht.)

LAKESIDE CROSSING
12.00 Acres
in the
J.N. TANNEHILL SURVEY, ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

LANDSCAPE PLAN

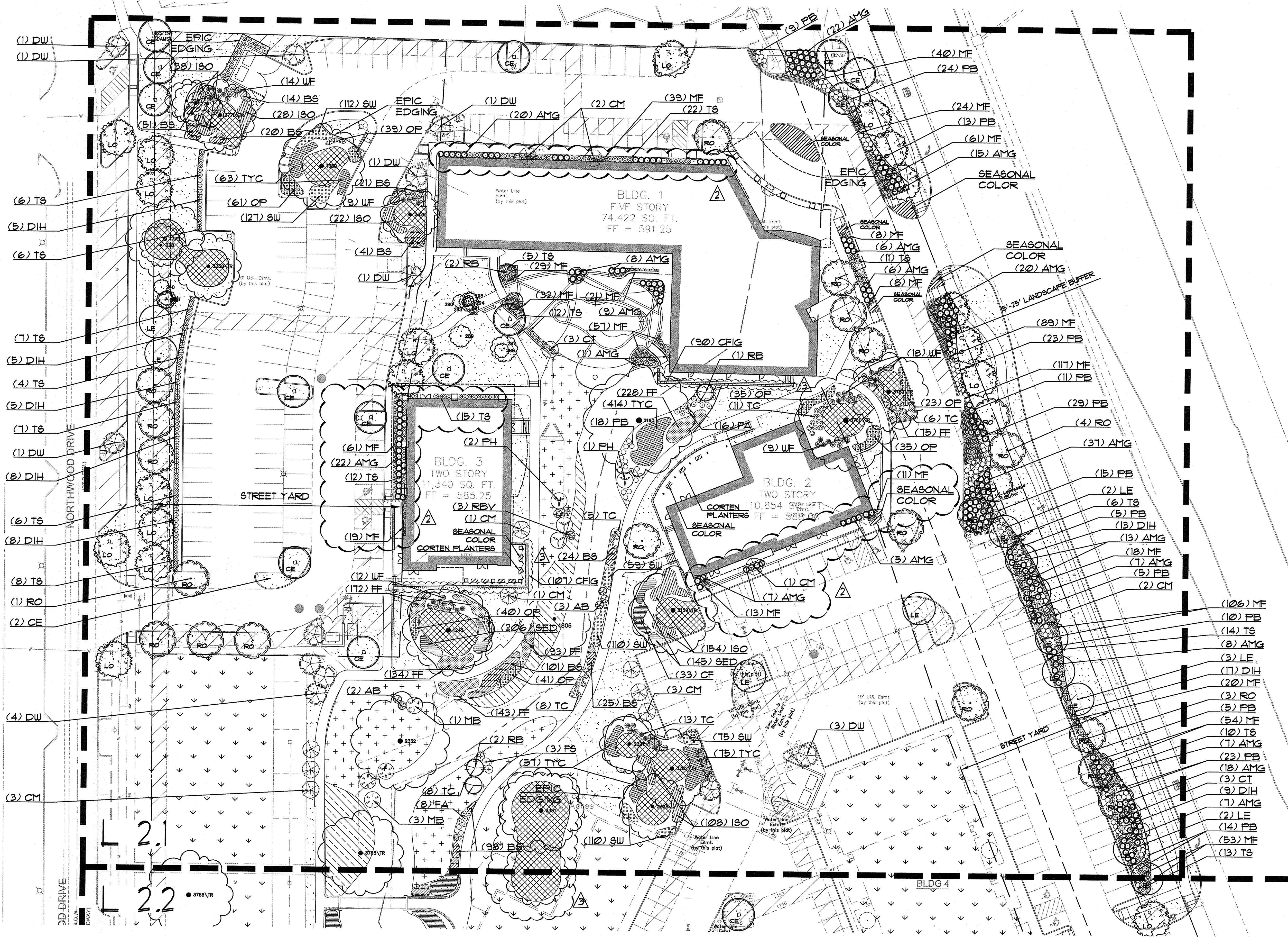


Drawn By: JP
Date: 10/30/2017
Scale: 1"=40'
Revisions:
11/20/2017
01/14/2017
01/17/2018
02/07/2018
9/17/2018

16326

L2.0

OWNER/DEVELOPER
NEWSTREAM COMMERCIAL
311 S. OAK STREET, SUITE 250
ROANOKE, TX 76262
PH: 817-602-0578
Contact: MR. TROY LEWIS



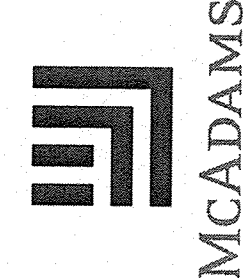
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PLANT LEGEND

- (LO) LIVE OAK
- (RO) RED OAK
- (LE) LACEBARK ELM
- (CE) CEDAR ELM
- (DW) DESERT WILLOW
- (CT) CRAPETREE
- (RB) RED BUD
- (CT) CHASTE TREE
- (PH) PERSIMMON HOLLY
- (MB) MEXICAN BUCKEYE
- (REB) RUSTY BLACKHAW VIBURNUM
- (AB) AMERICAN BEAUTYBERRY
- (FB) FRAGRANT GUMAC
- (AMG) ADAGIO MAIDEN GRASS
- (TS) DWARF TEXAS SAGE
- (FA) FLAME ACANTHUS
- (DIH) DWARF INDIAN HAWTHORN
- (TC) TURKSCAP
- (PB) PYGMY BARBERRY
- (MF) MEXICAN FEATHER GRASS
- (UF) WOOD FERN
- (ISO) INLAND SEA OATS
- (OP) OBEDIENT PLANT
- (BS) BLACKEYED BUSH
- (CF) CARDINAL FLOWER
- (AW) SPIDERWORT
- (TYC) TEXAS YELLOW COLUMBINE
- (MED) TEXAS SEDGE
- (PF) FROG FRUIT
- SEASONAL COLOR
- ENHANCED LANDSCAPE BED
- CLIMBING VINE
- BERLIDA BOD
- SEEDED INLAND SEA OATS
- SEEDED SHADE-FRIENDLY GRASS MIX
- BARK MULCH DEPTH OF (6) INCHES
- BERLIDA HYDRO-MULCH

REVIEWED
TOWN OF FLOWER MOUND
Released for Construction
Date: 10/18/2017
Town of Flower Mound
Engineering Services Division

The John R. McAdams
Company, Inc.
(DBA: G&A McAdams)
111 Hillside Drive
Lewisville, Texas 75057
972.435.9712
201 County View Drive
Rockwall, Texas 75087
940.246.1012
TEPE: 18762 TEP: 1019440
www.mcadamsco.com



LAKESIDE CROSSING
in the
1200 Acres
J.N. TANNERHILL SURVEY ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

LANDSCAPE PLAN



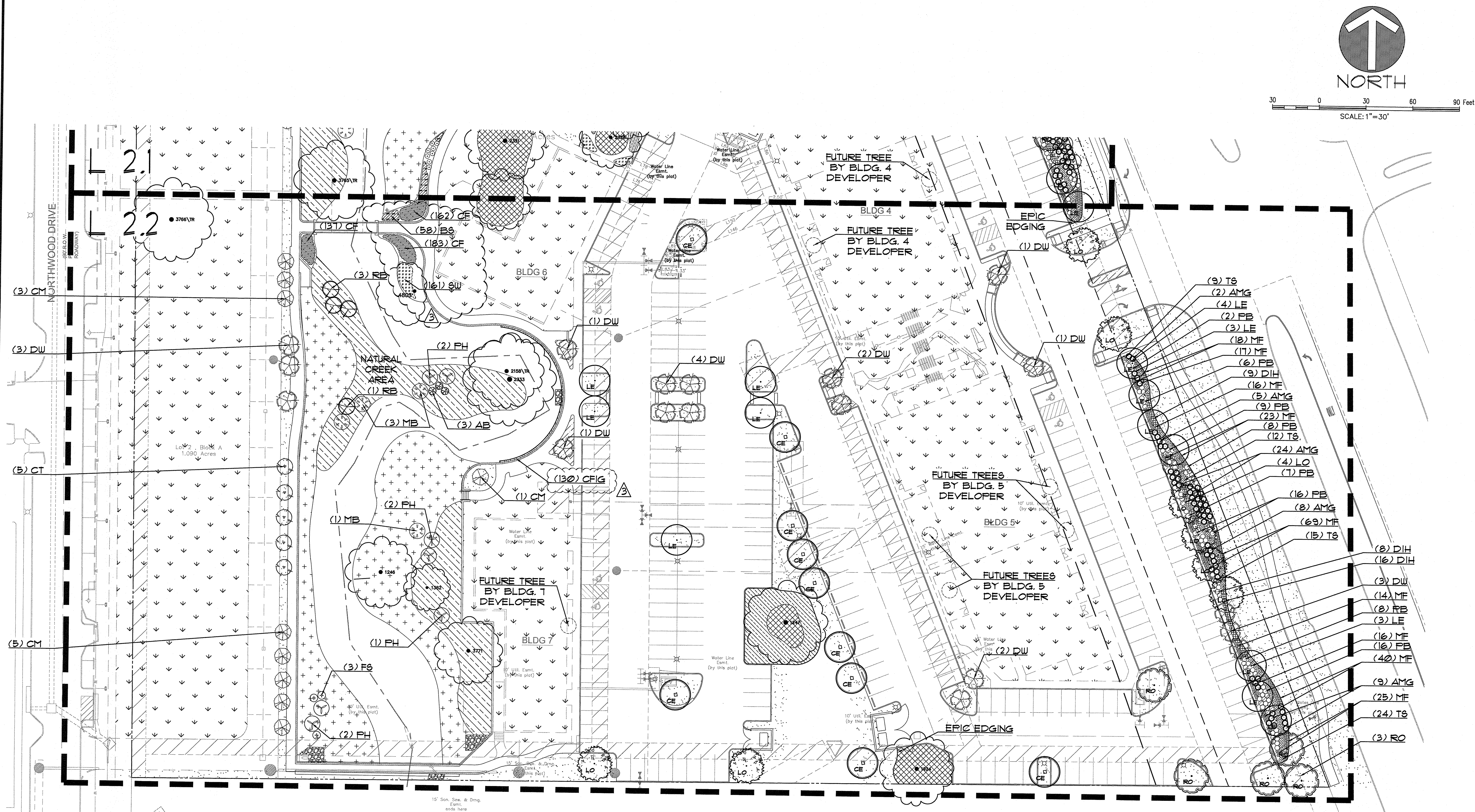
9/18/2018

Drawn By: JP
Date: 10/30/2017
Scale: 1" = 30'
Revisions:
11/20/2017
12/14/2017
01/17/2018
02/07/2018
9/17/2018

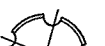
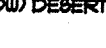
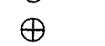
OWNER/DEVELOPER
NEWSTREAM COMMERCIAL
311 S. OAK STREET, SUITE 250
ROANOKE, TX 76282
Ph. 817-602-0578
Contact: MR. TROY LEWIS

16326

L2.1



PLANT LEGEND

	(LO) LIVE OAK		(DW) DESERT WILLOW		(RBV) RUSTY BLACKHAW VIBURNUM		(IBO) INLAND SEA OATS		CLIMBING VINE
	(RO) RED OAK		(CM) CRAPMYRTLE		(AB) AMERICAN BEAUTYBERRY		(BO) OBEYANT PLANT		BERMUDA SOD
	(LE) LACEBARK ELM		(RB) RED BUD		(FM) FRAGRANT SUMAC		(CB) CARDINAL FLOWER		SEEDED INLAND SEA OATS
	(LI) LACEBARK ELM		(CT) CHASTE TREE		(AM) ADAGIO MAIDEN GRASS		(BY) BIRDEYE YUCCA		SEEDED SHADE-FRIENDLY GRASS
	(CE) CEDAR ELM		(DH) DWARF INDIAN HAWTHORN		(PA) FLAME ACANTHUS		(TW) TEXAS YELLOW COLLINSIA		SEEDED SHADE-FRIENDLY GRASS
			(TU) TURKECAP		(DI) DWARF TEXAS SAGE		(SD) TEXAS SEDGE		BARK MULCH
			(PB) PYGMY BARBERRY		(IF) WOOD FERN		SEASONAL COLOR		ENHANCED LANDSCAPE
			(MH) MEXICAN FEATHER GRASS				RED		BERMUDA HYDRO-MULCH

REVIEWED
TOWN OF FLOWER MOUND
Released for Construction
Date 10/11/18 *[Signature]*

Town of Flower Mound
Engineering Services Division

OWNER/DEVELOPER
NEWSTREAM COMMERCIAL
311 S. OAK STREET, SUITE 250
ROANOKE, TX 76282
Ph. 817-802-0578
Contact: MR. TROY LEWIS

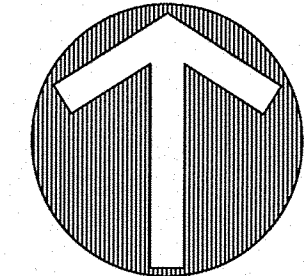
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JUTE EROSION
CONTROL MATTING

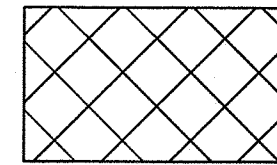
NORTHWOOD DRIVE
(87' R.O.W.)

NORTHWOOD DRIVE
(80' R.O.W.)
PUBLIC
ROADWAY

LONG PRAIRIE ROAD
(100' R.O.W.)



40 0 40 80 120 Feet
SCALE: 1"=40'



JUTE EROSION CONTROL MATTING
WITHOUT NYLON MESH

REVIEWED
TOWN OF FLOWER MOUND
Released for Construction
Date 10/11/18
Town of Flower Mound
Engineering Services Division

LAKESIDE CROSSING
12.00 Acres
in the
JUN. TANNERHILL SURVEY, ABSTRACT NO. 1262
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

LANDSCAPE EROSION
CONTROL PLAN



Drawn By: JLP
Date: 10/30/2017
Scale: 1"=40'
Revisions:
11/23/2017
12/14/2017
01/17/2018
02/07/2018

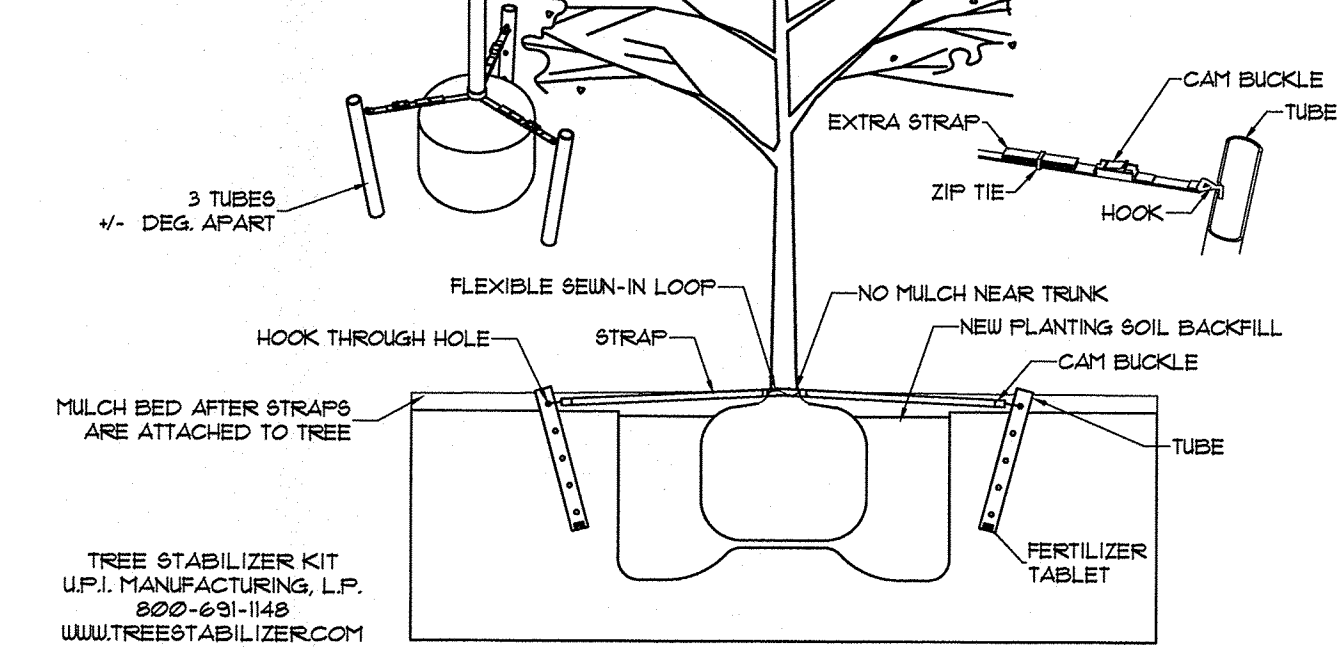
16326

OWNER/DEVELOPER
NEWSTREAM COMMERCIAL
311 S. OAK STREET, SUITE 250
ROANOKE, TX 76262
Ph. 817-602-0578
Contact: MR. TROY LEWIS

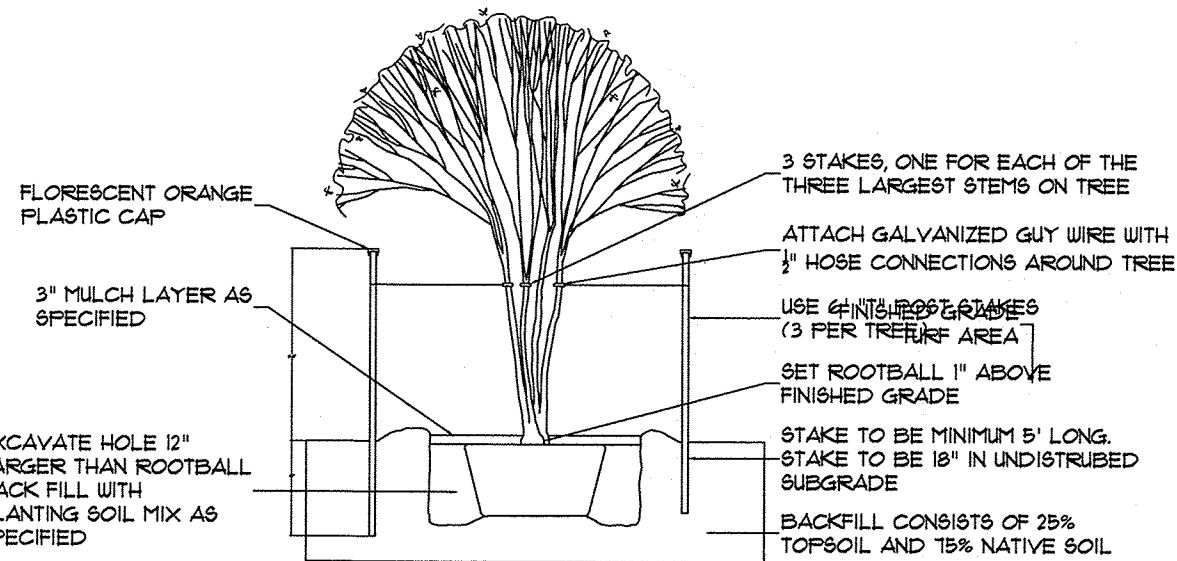
L2.3

SPECIFICATIONS:

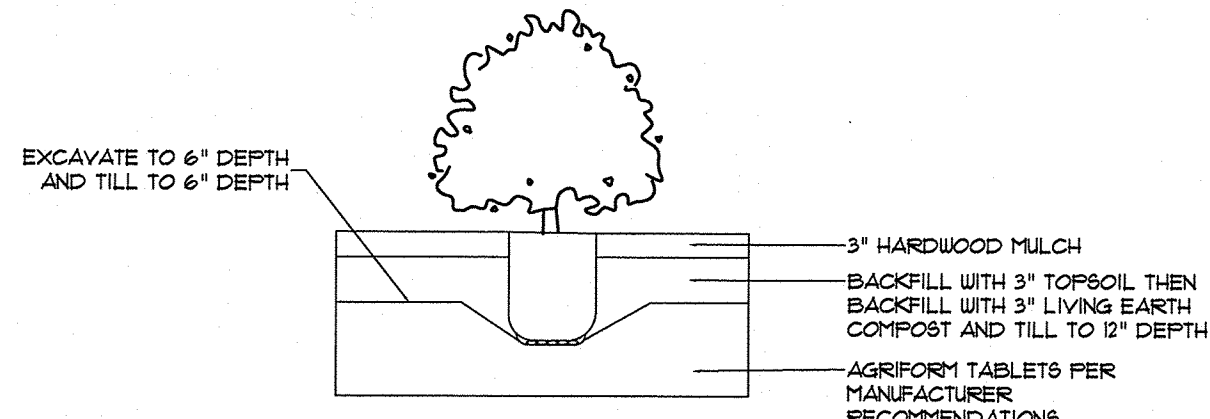
- TSK 20
3- 20" PERFORATED SCH. 40 PVC TUBES
3- 6' HARNESSES WITH SEW-IN LOOP
3- CAM BUCKLES W/ HOOK
3- ZIP TIES
3- 20-10-5 2 YEAR TIME RELEASE FERTILIZER TABLETS
- TSK 36
3- 36" PERFORATED SCH. 40 PVC TUBES
3- 6' HARNESSES WITH SEW-IN LOOP
3- CAM BUCKLES W/ HOOK
3- ZIP TIES
3- 20-10-5 2 YEAR TIME RELEASE FERTILIZER TABLETS



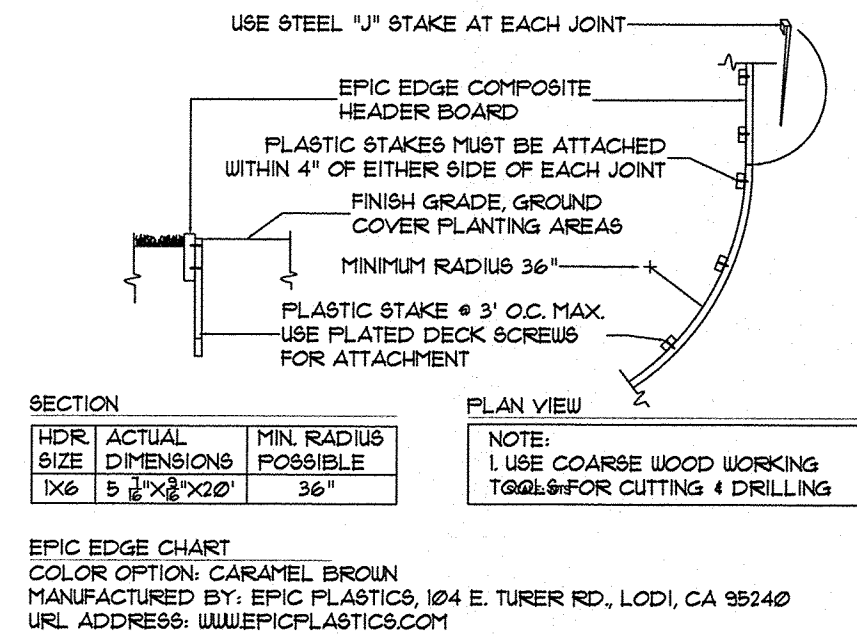
1. TREE STABILIZER KIT
1/4"=1'



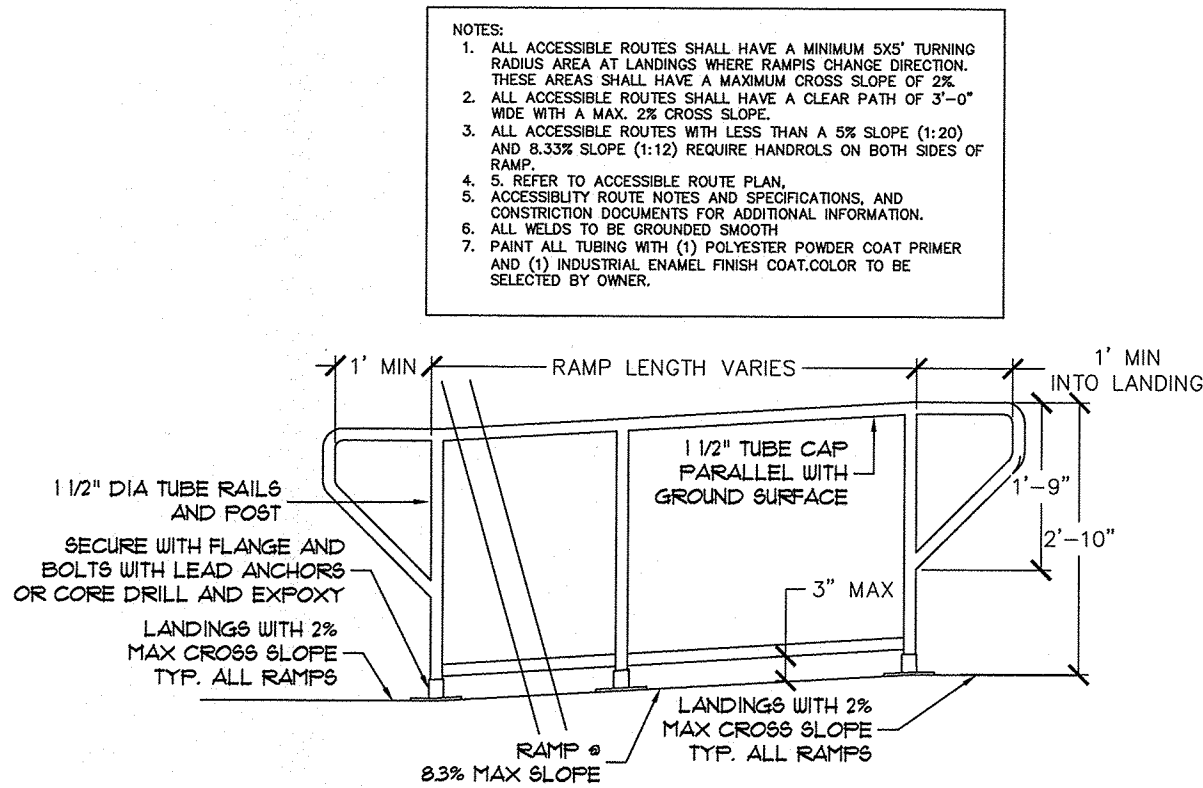
2. MULTI TRUNK TREE STAKING
1/4"=1'



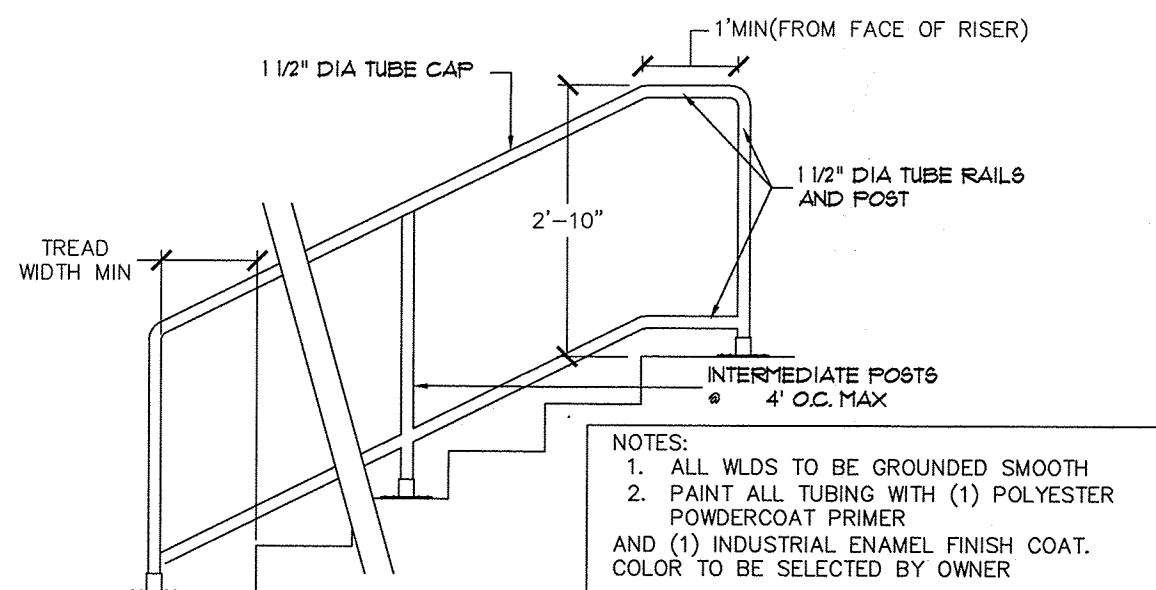
3. SHRUB PLANTING DETAIL
1/2"=1'



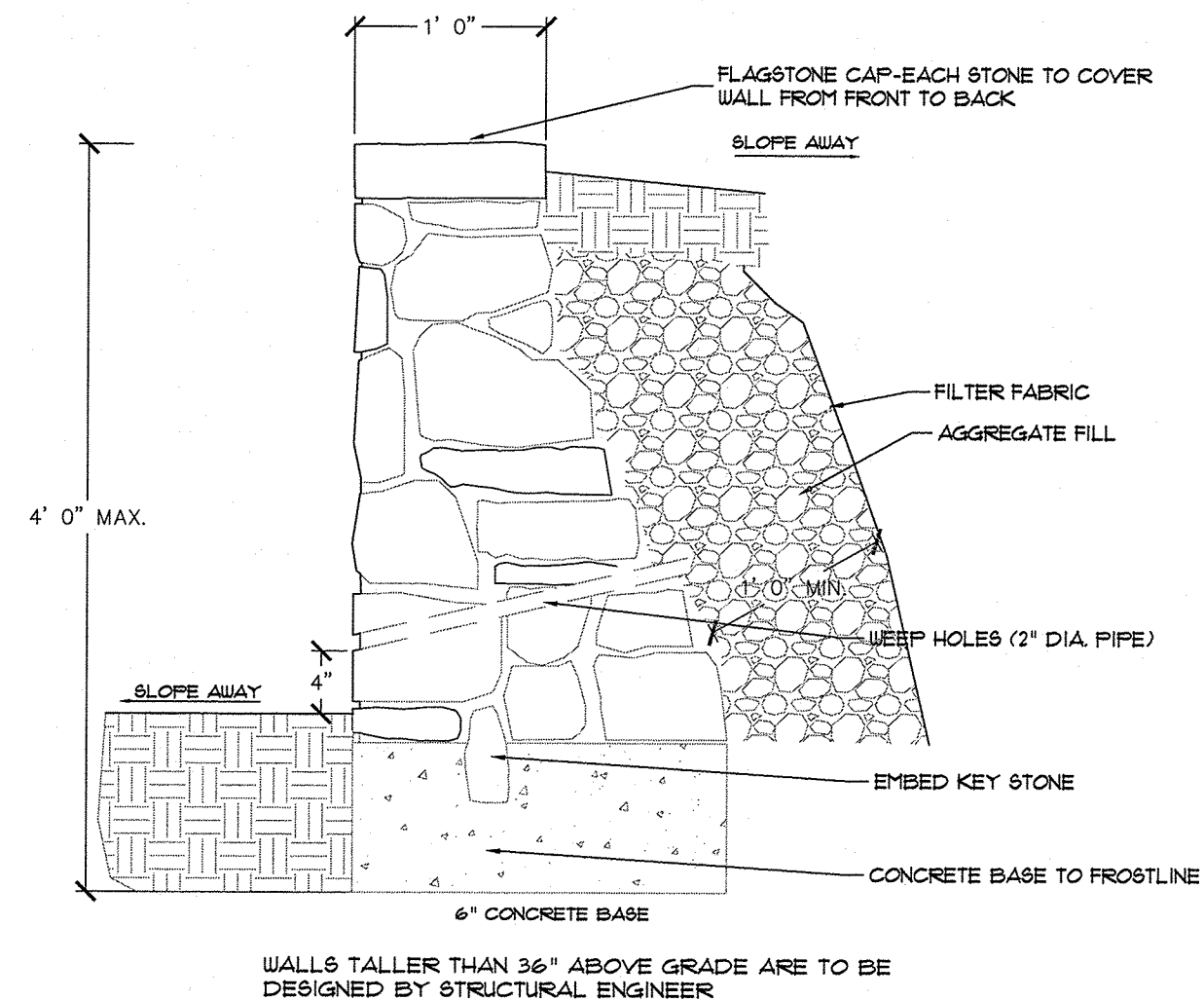
4. EPIC EDGE COMPOSITE HEADER BOARD
NTS



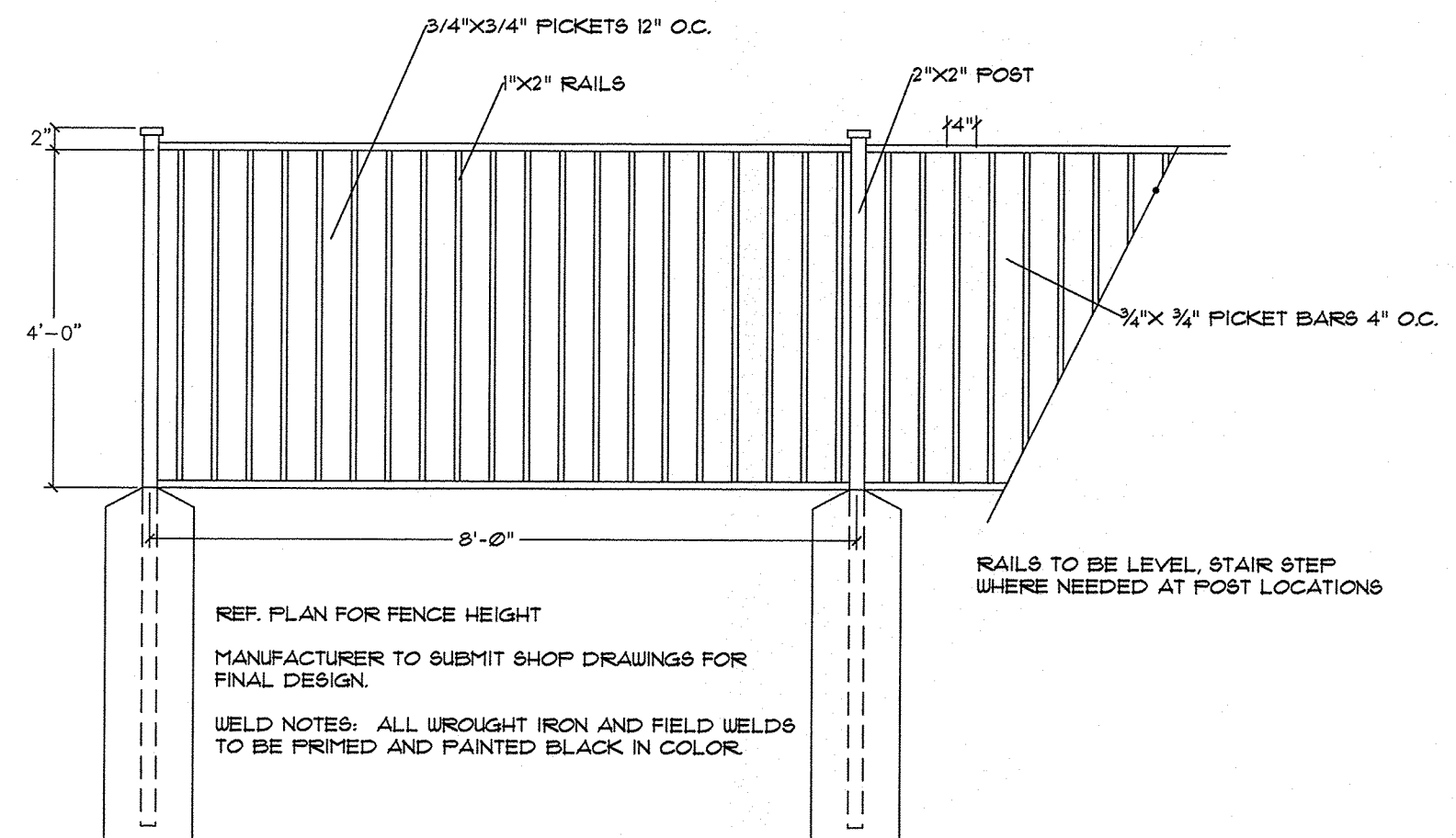
5. TUBE STEEL HANDRAIL AT RAMP
1/2"=1'



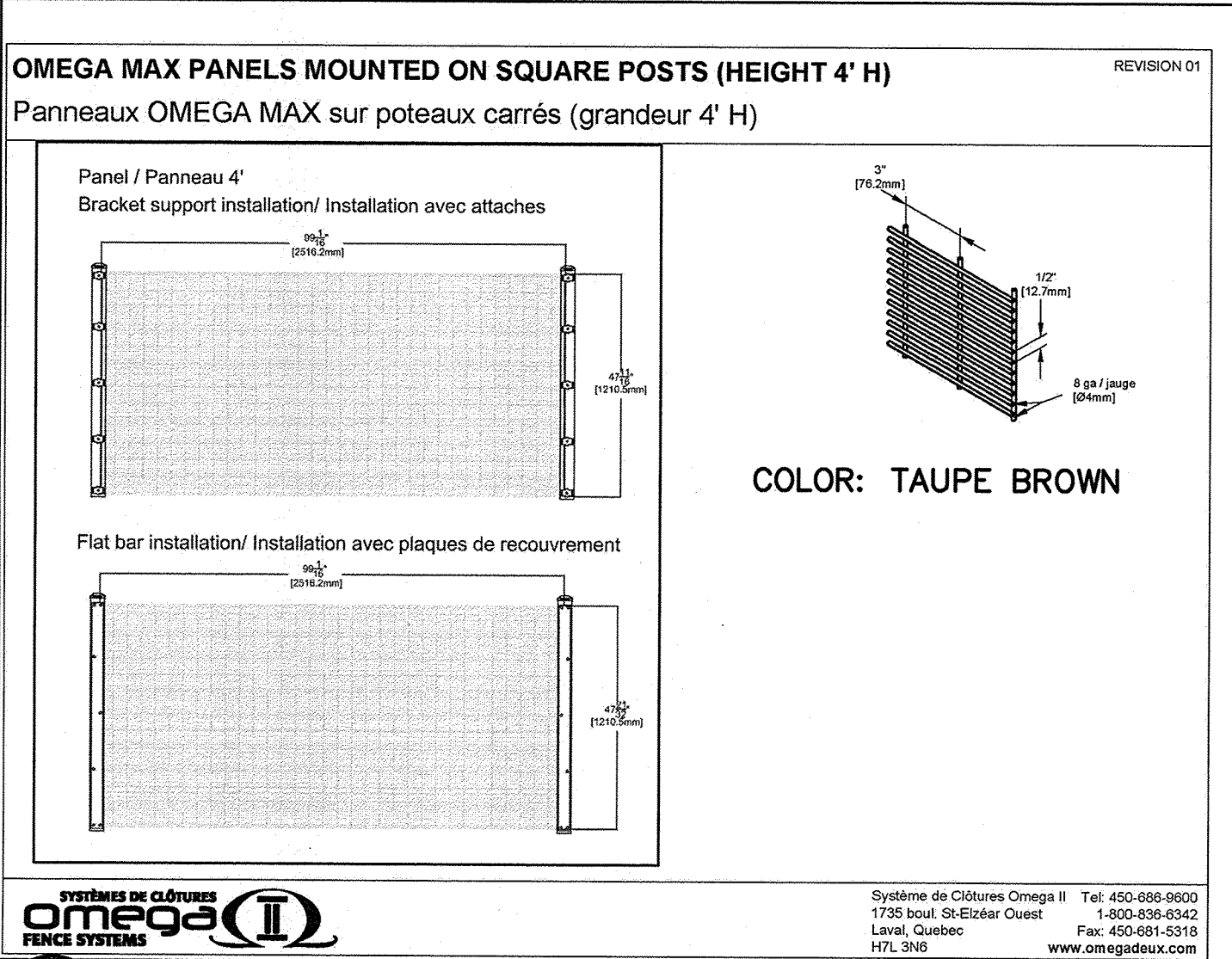
6. TUBE STEEL HANDRAIL AT STEPS
1/2"=1'



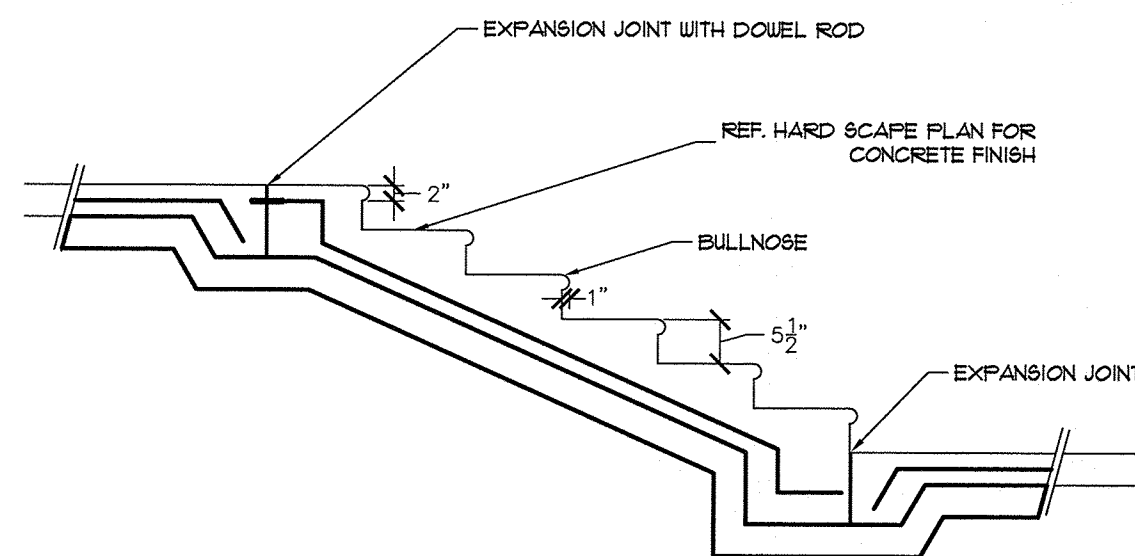
7. STONE RETAINING WALL
SCALE: NTS



8. 4' ORNAMENTAL METAL FENCE
SCALE: NTS

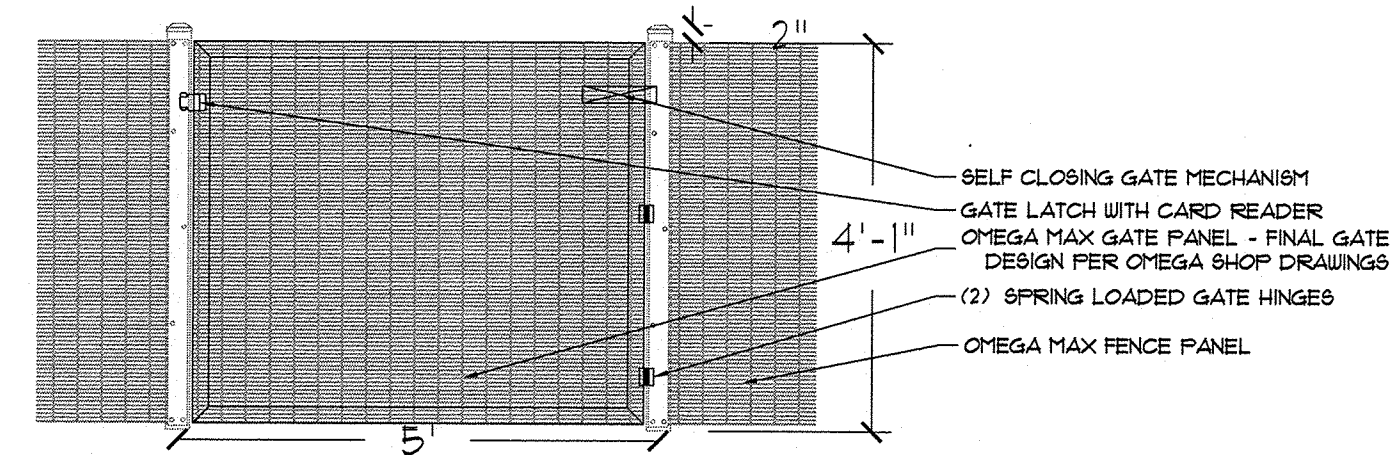


9. 4' OMEGA PANEL FENCE
SCALE: NTS



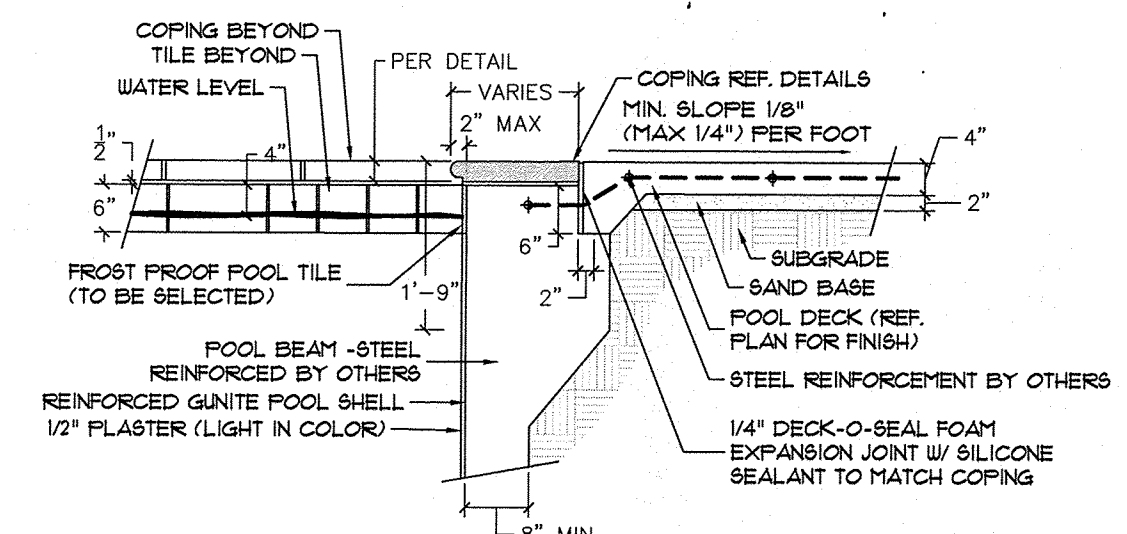
*NOTE: PIER AND FOOTING DESIGN BY STRUCTURAL ENGINEER

10. CONCRETE STEPS DETAIL
1/2"=1'

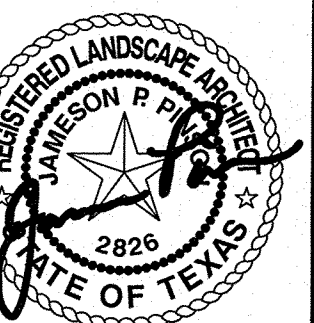
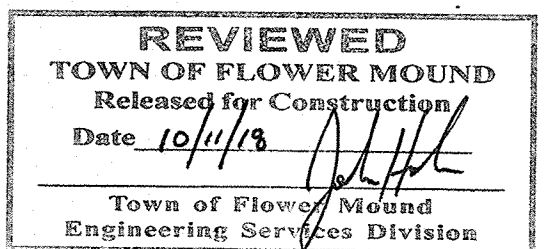


- NOTES:
1. ALL POOL GATE LATCHES MUST BE INSTALLED ON THE POOL YARD SIDE OF THE GATE AND SHALL BE 3" MIN. BELOW TOP OF GATE
2. THE GATE OR ENCLOSURE SHALL HAVE NO OPENINGS GREATER THAN ONE-HALF INCH IN ANY DIRECTION WITH 18" FROM THE LATCH, INCLUDING THE SPACE BETWEEN THE GATE AND THE GATE POST TO WHICH THE GATE IS LATCHED.
3. OPERATION OF GATE TO COMPLY WITH ADA REQUIREMENTS, INCLUDING OPERABLE WITH ONE HAND, USING 5 LBF MAX PRESSURE WITHOUT TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST.

11. OMEGA POOL FENCE GATE
1/2"=1'



12. COPING AT POOL DECK
1/2"=1'



Drawn By: JP
Date: 10/30/2017
Scale: 1"=40'
Revisions:
11/20/2017
12/14/2017
01/17/2018
02/07/2018
9/17/2018

16326

L3.0

OWNER/DEVELOPER
NEWSTREAM COMMERCIAL
311 S. OAK STREET, SUITE 250
ROANOKE, TX 76202
Ph. 817-602-0578
Contact: MR. TROY LEWIS

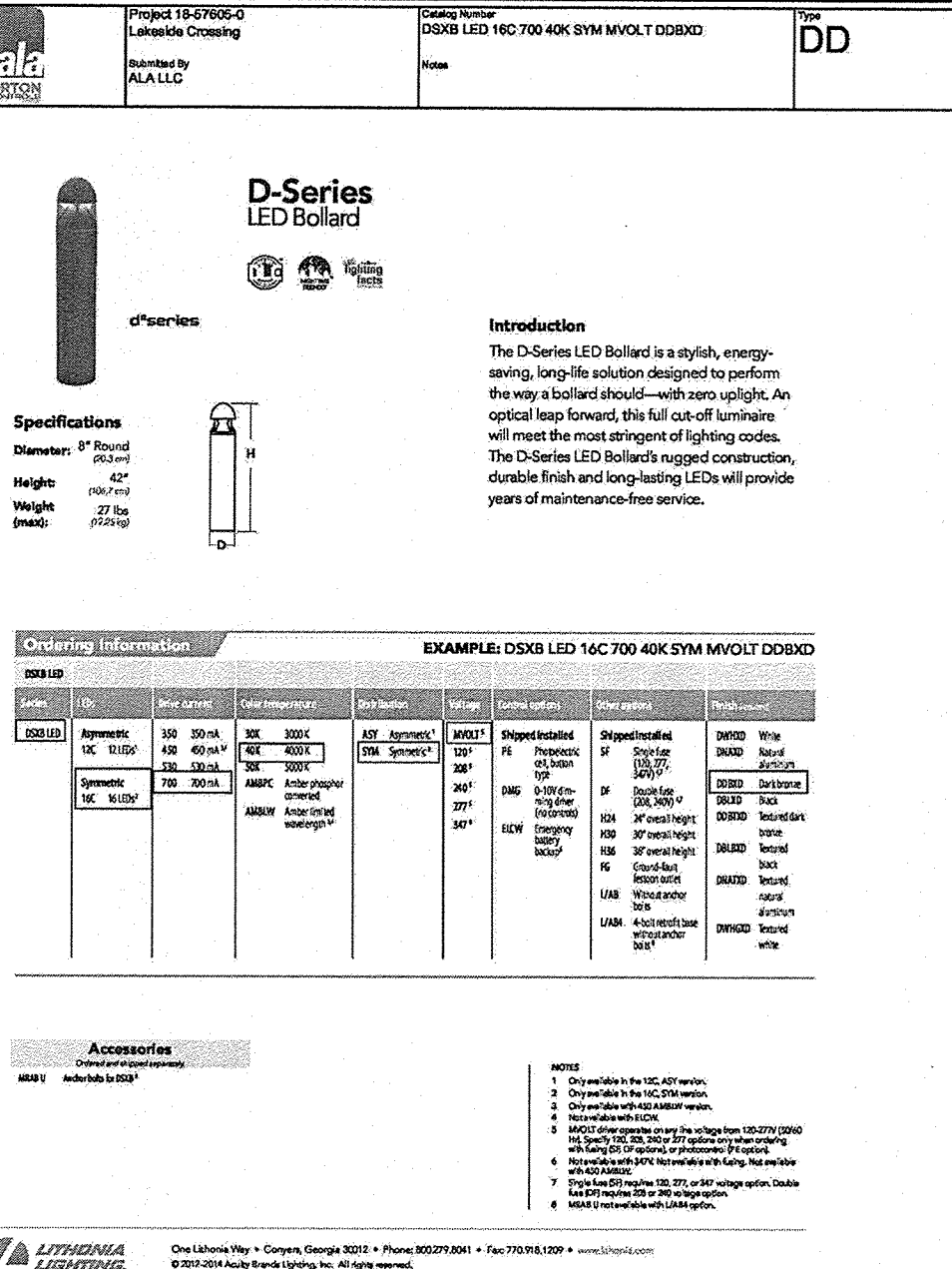
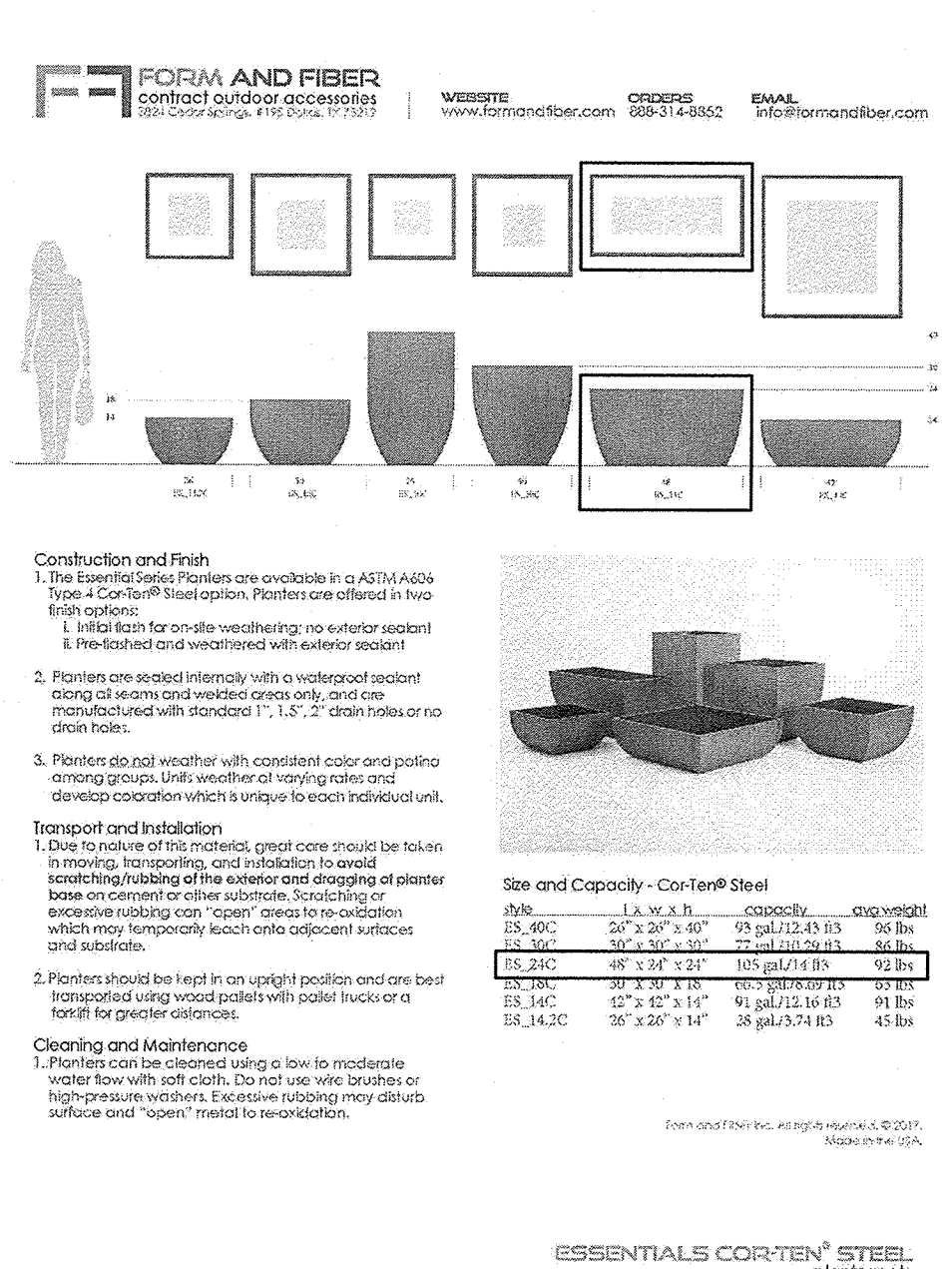
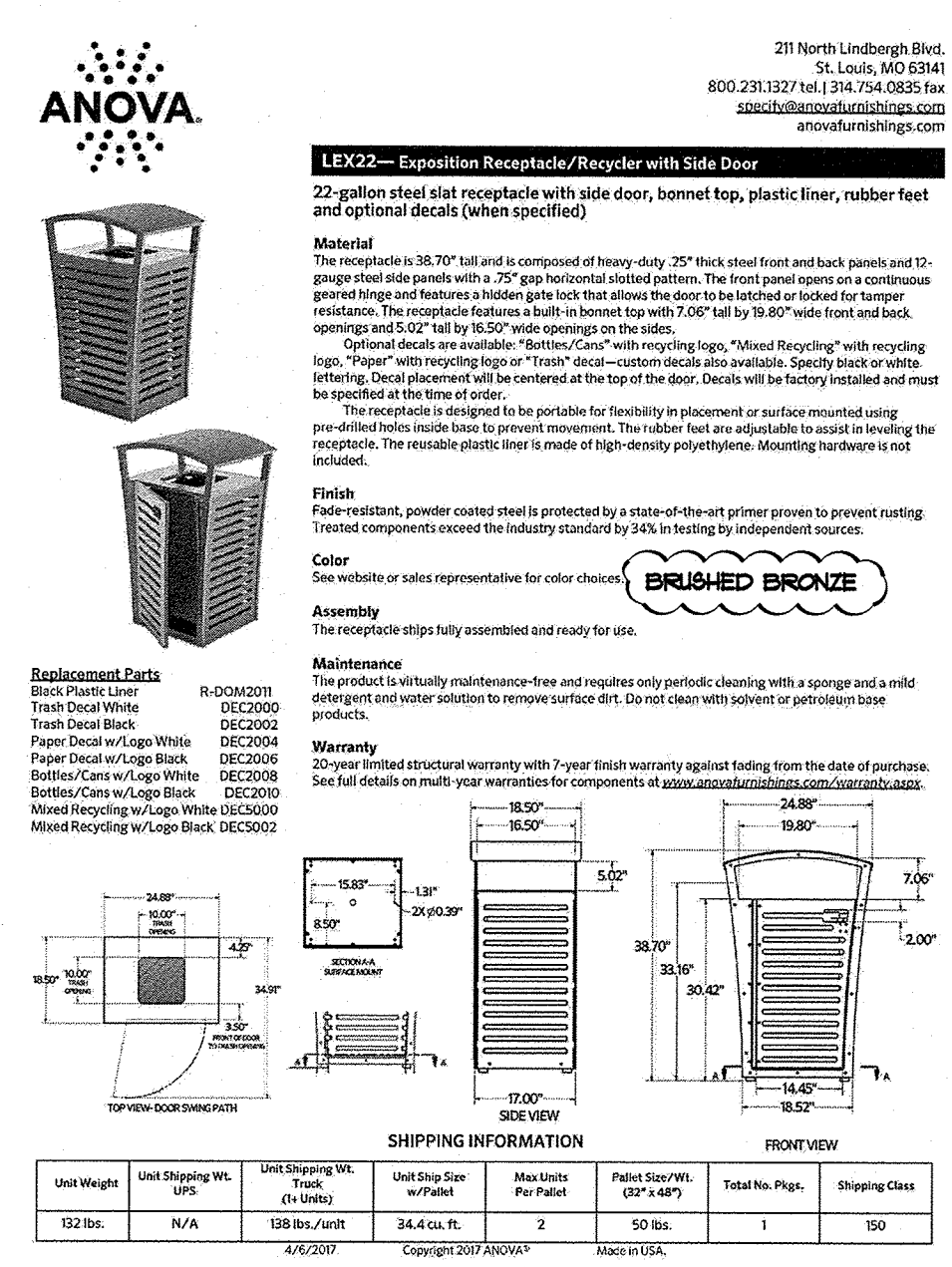
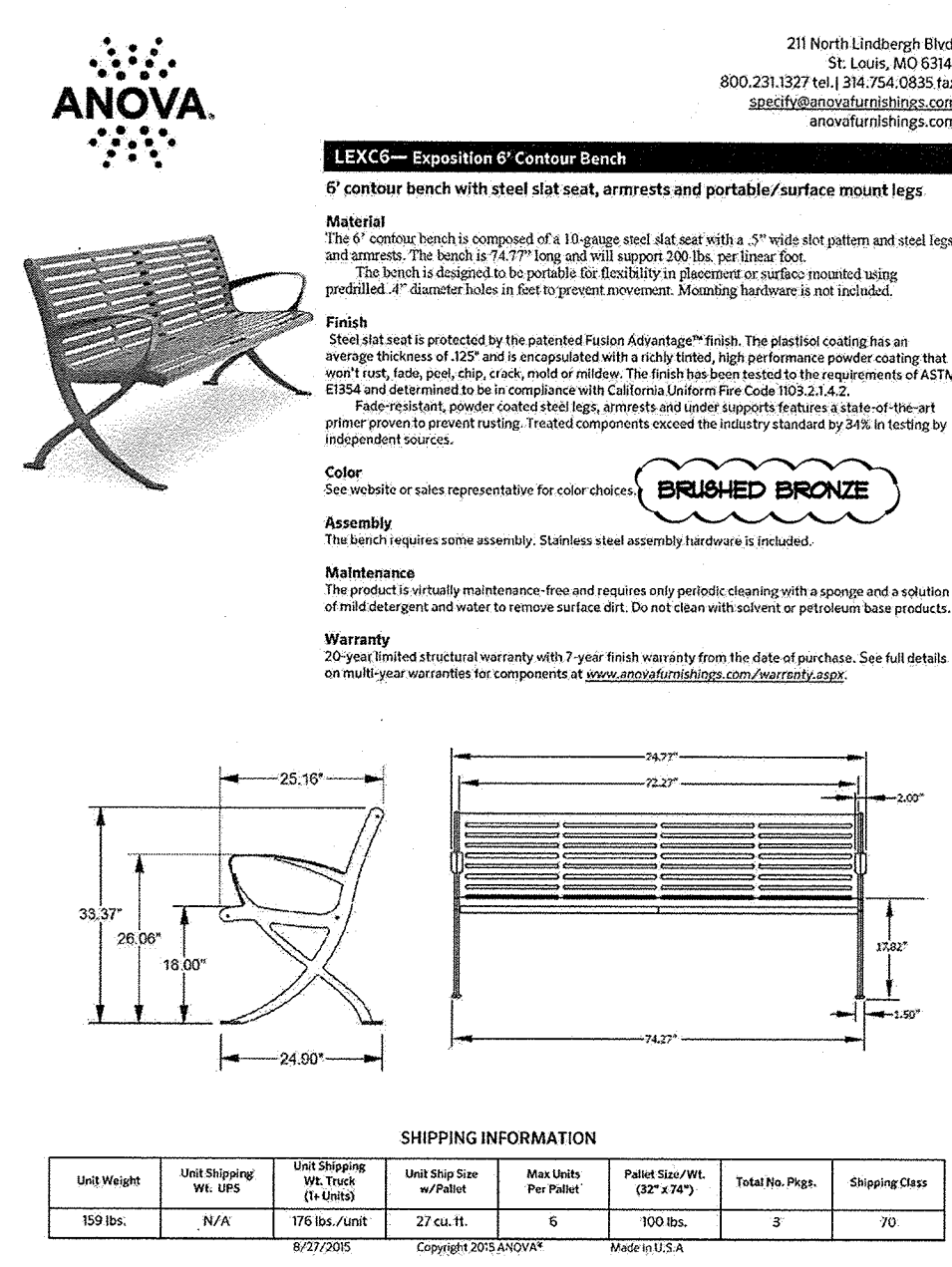
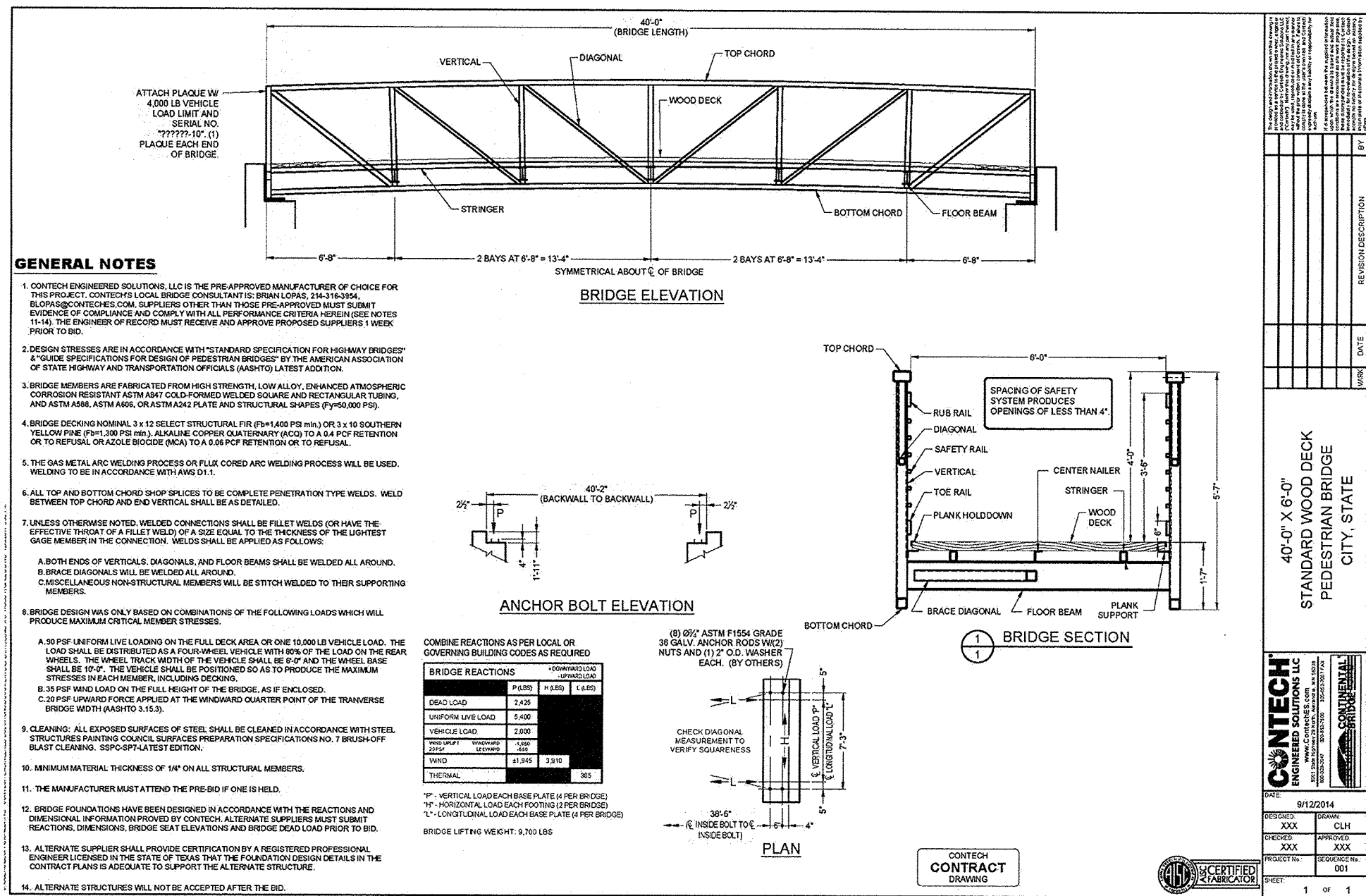
LAKESIDE CROSSING
1200 Acres
in the
J.N. TANNER HILL SURVEY, ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

LANDSCAPE & HARDSCAPE
DETAILS

The John R. McAdams
Company, Inc.
(DBA: G&A McAdams)
111 Hillside Drive
Lewisville, Texas 75057
972.496.9712
201 County View Drive
Lewisville, Texas 75022
Room 840, 2nd Floor
TBP# 19762 TBP#LS 10194440
www.gascom.com
www.lakesidecrossing.com

MCADAMS

LAKESIDE CROSSING



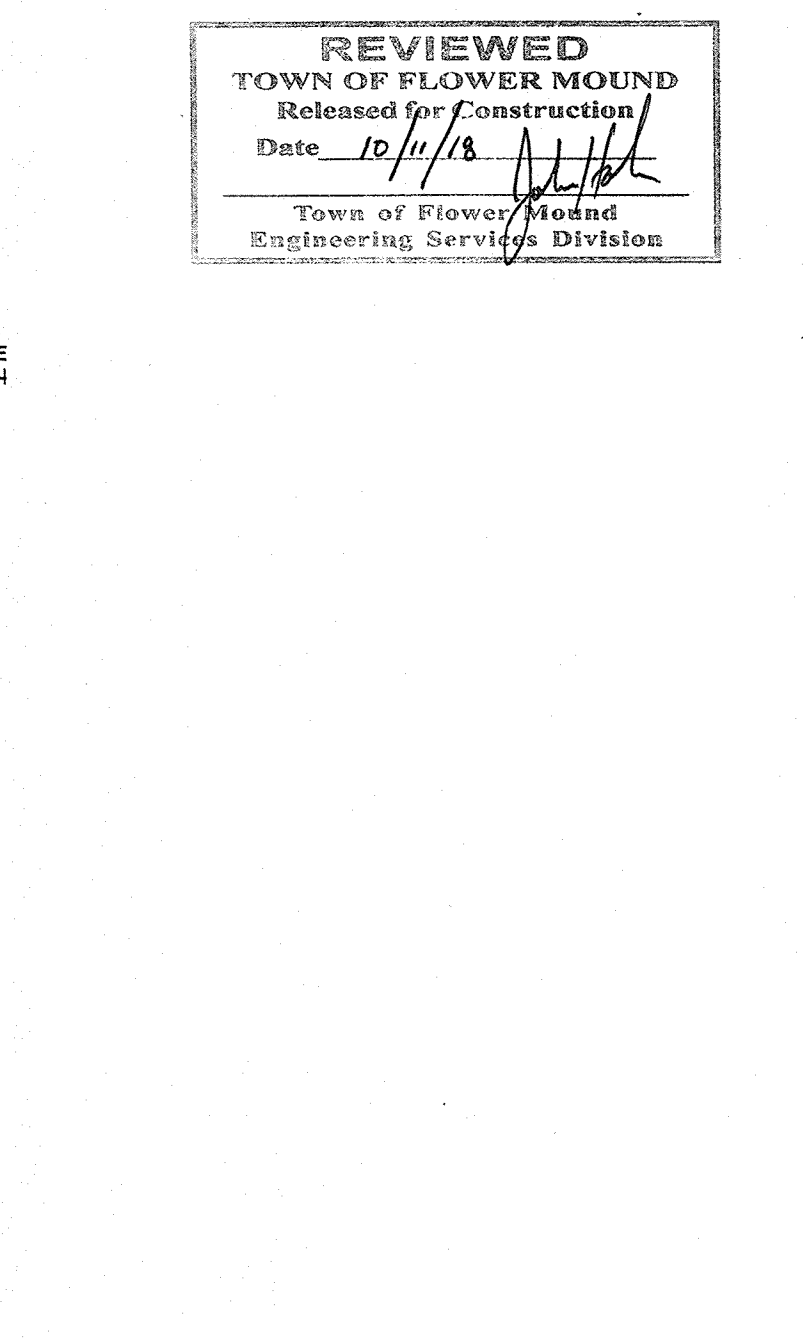
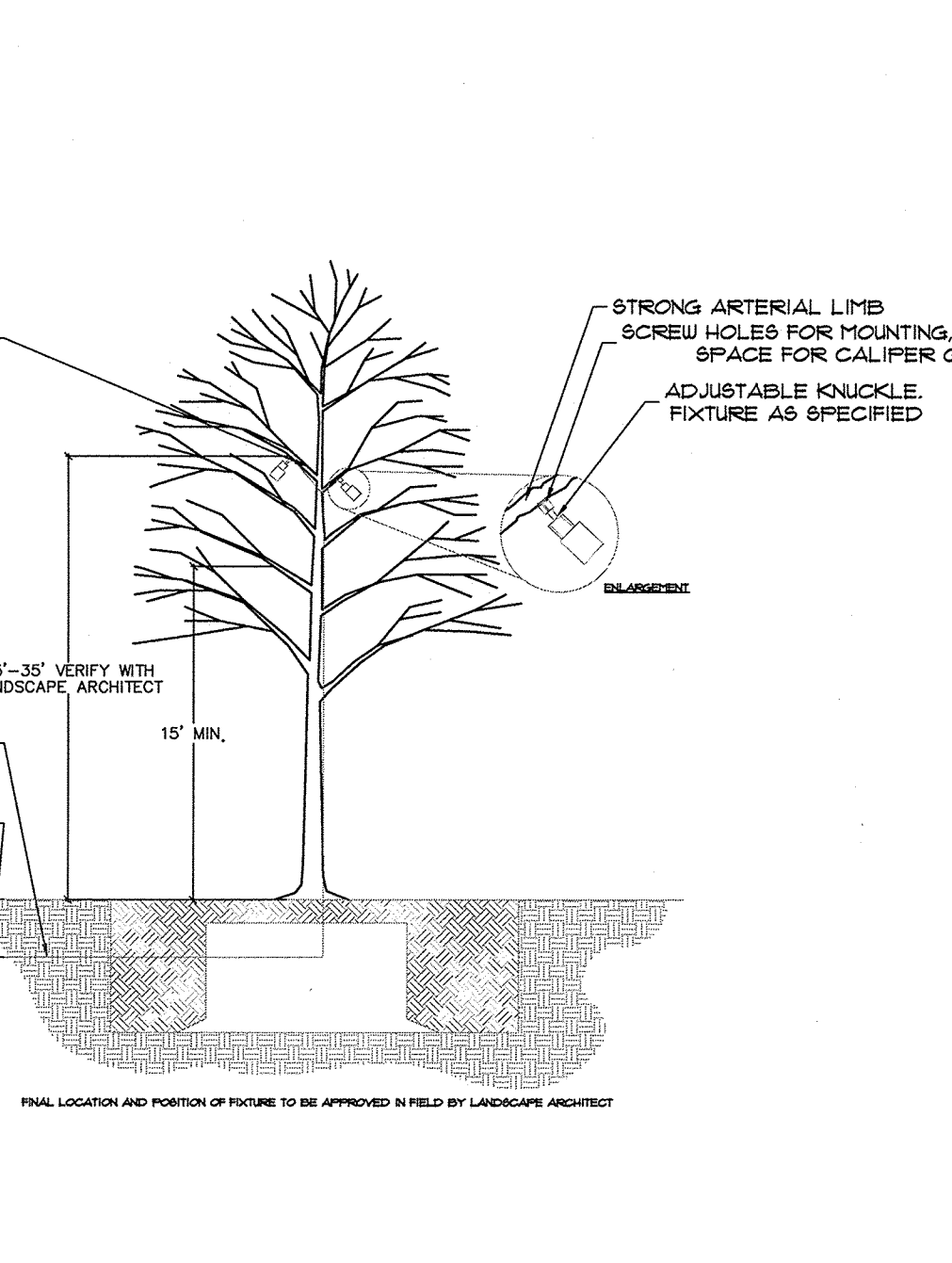
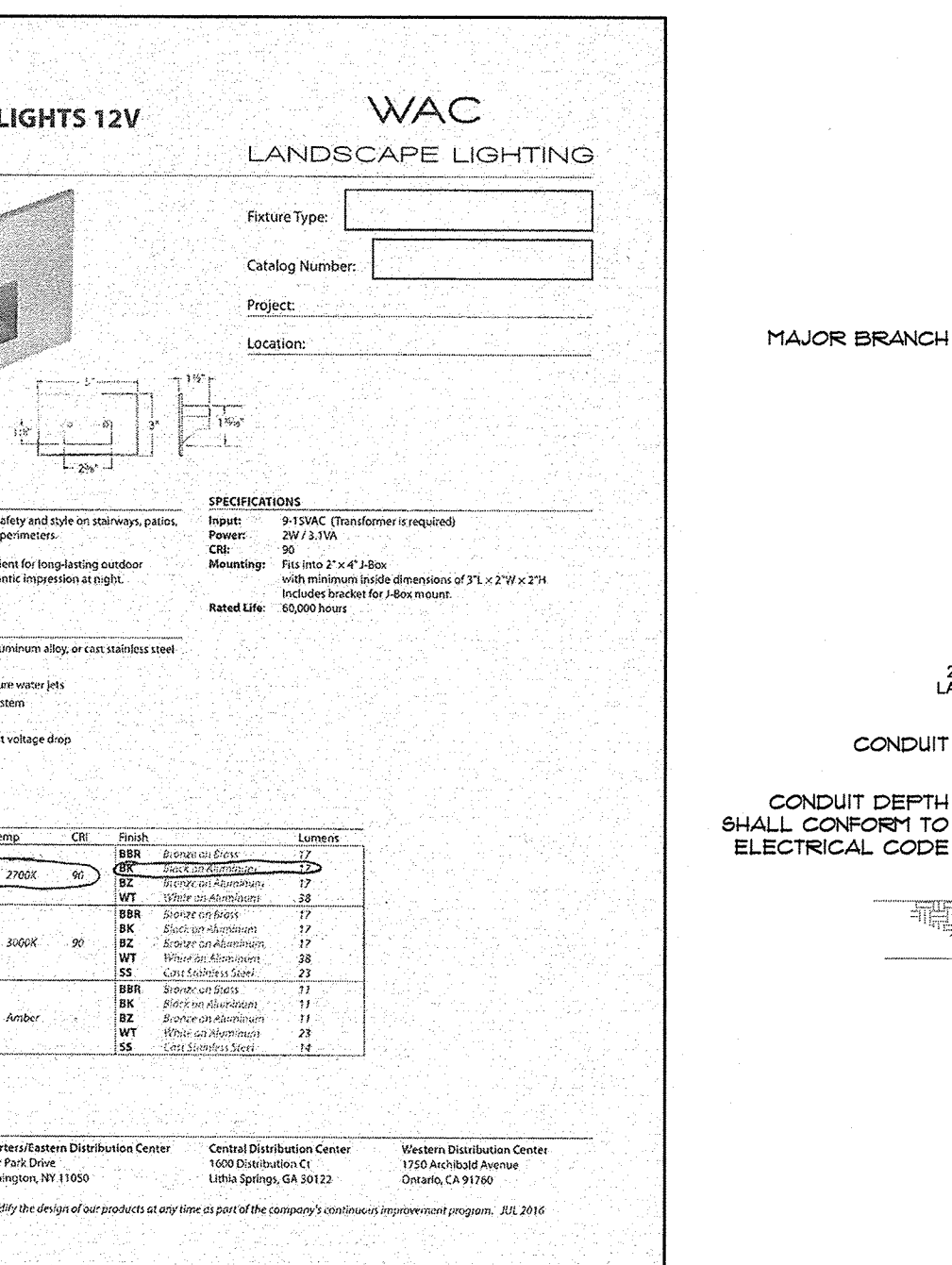
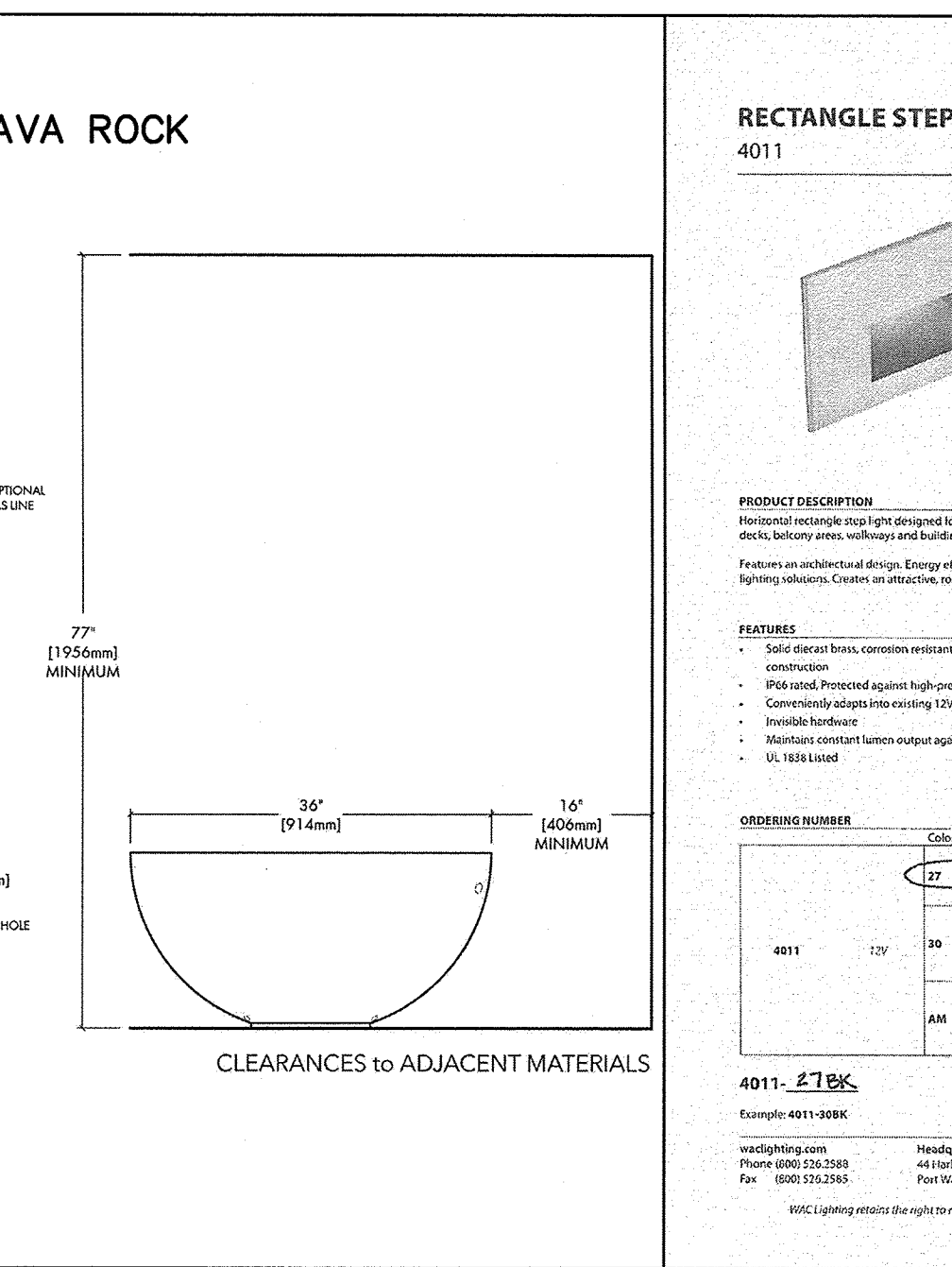
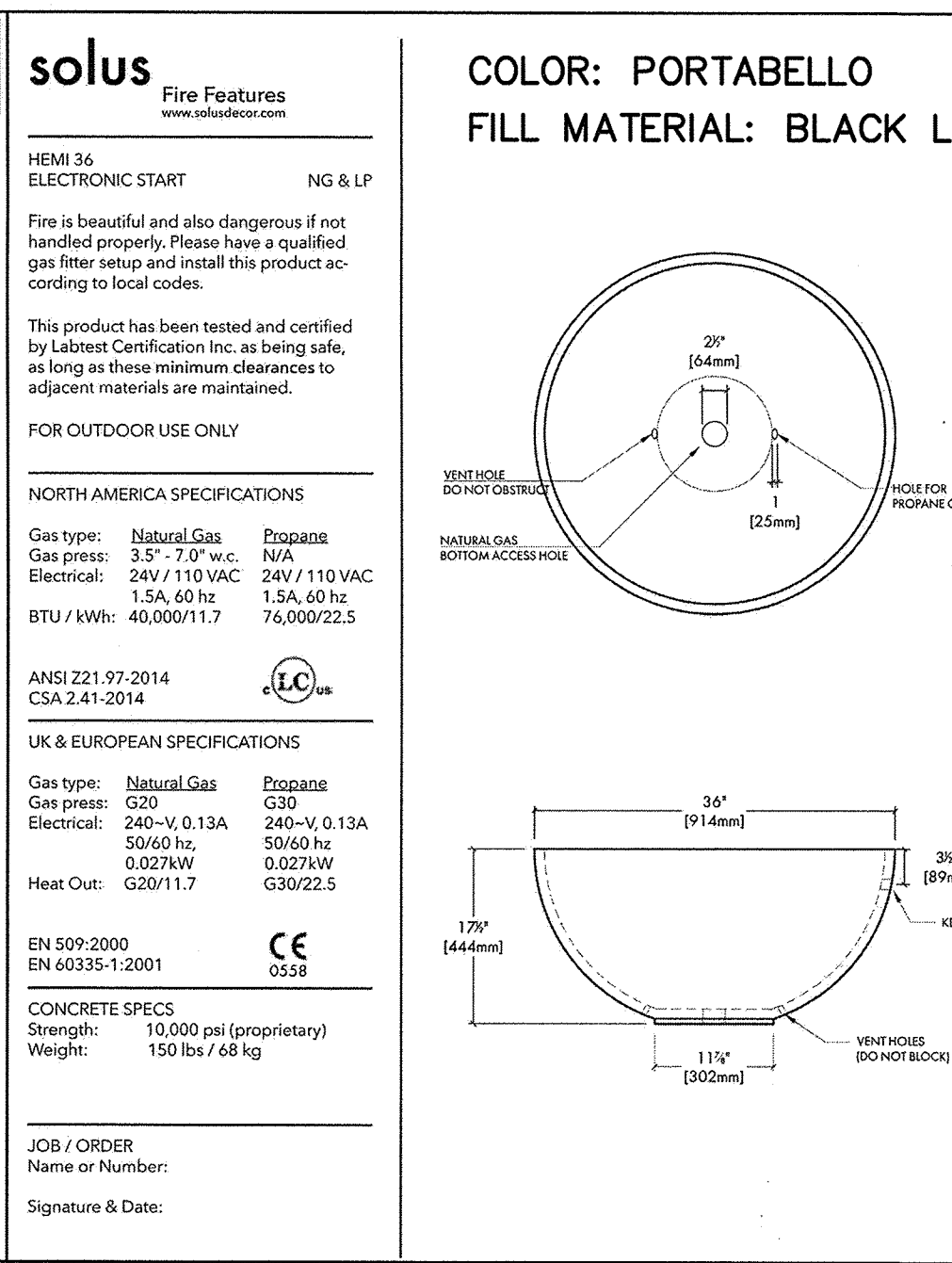
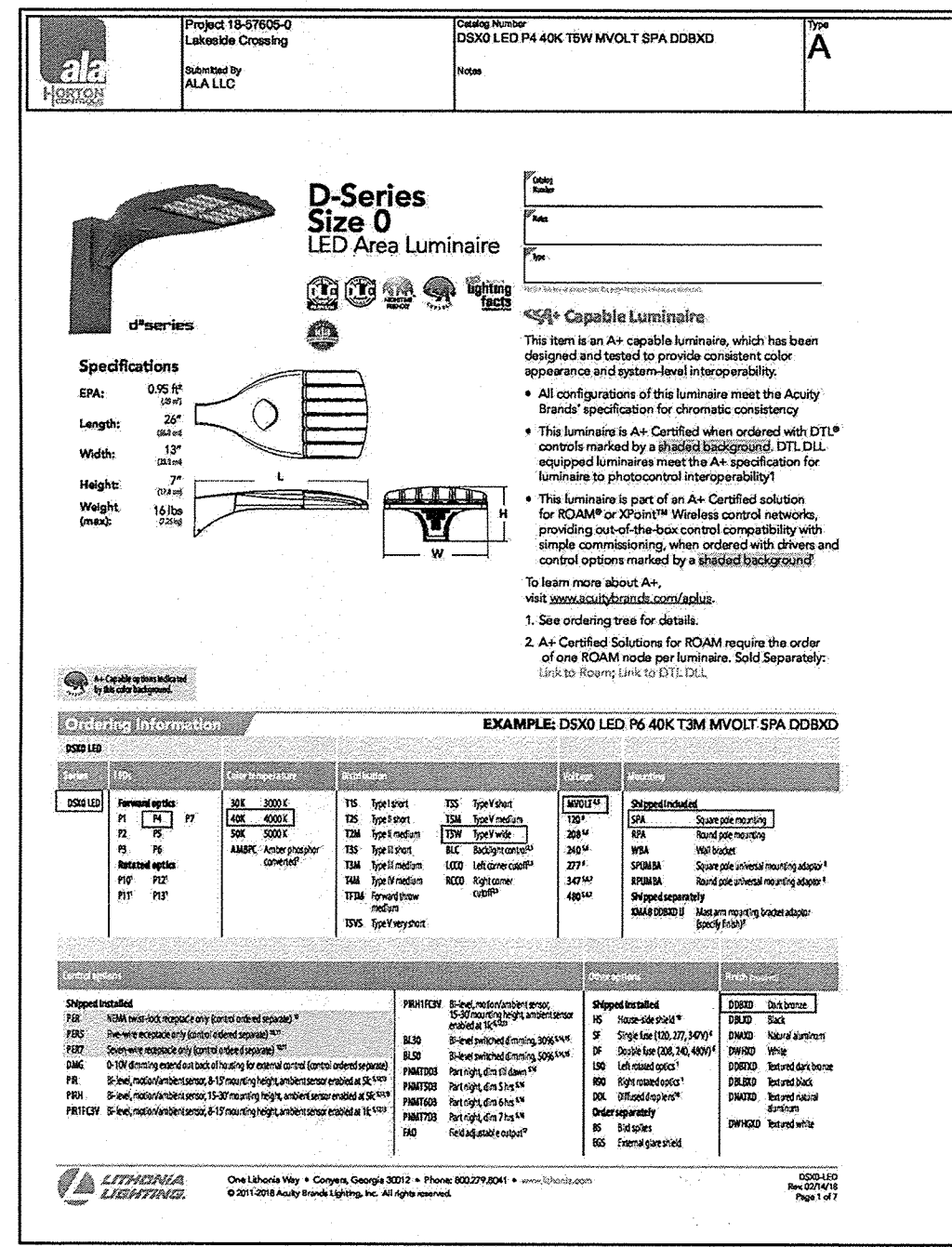
1. PEDESTRIAN BRIDGE DETAIL SCALE: NTS

2. PEDESTRIAN BENCH DETAIL SCALE: NTS

3. TRASH RECEPTACLE DETAIL SCALE: NTS

4. PLANTER DETAIL SCALE: NTS

5. LIGHTED BOLLARD DETAIL SCALE: NTS

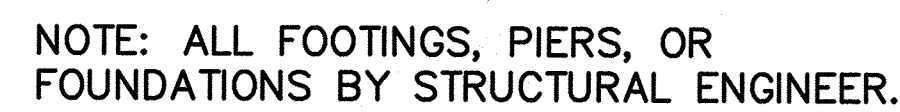
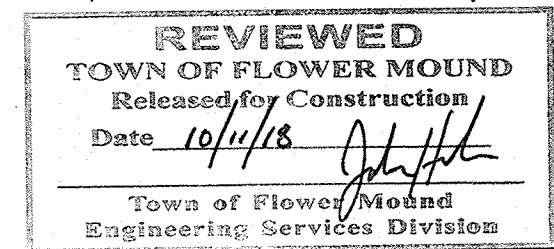


6. LIGHT POLE DETAIL SCALE: NTS

7. GAS FIRE PIT DETAIL SCALE: NTS

8. STEP LIGHT DETAIL SCALE: NTS

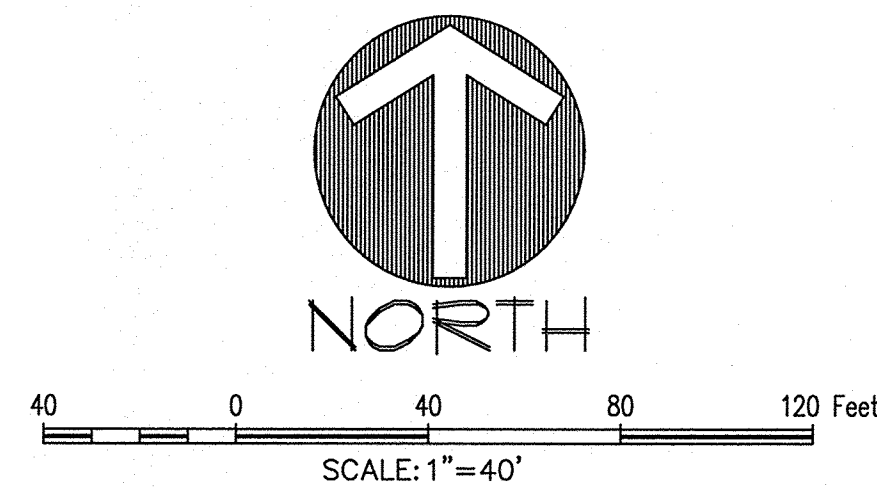
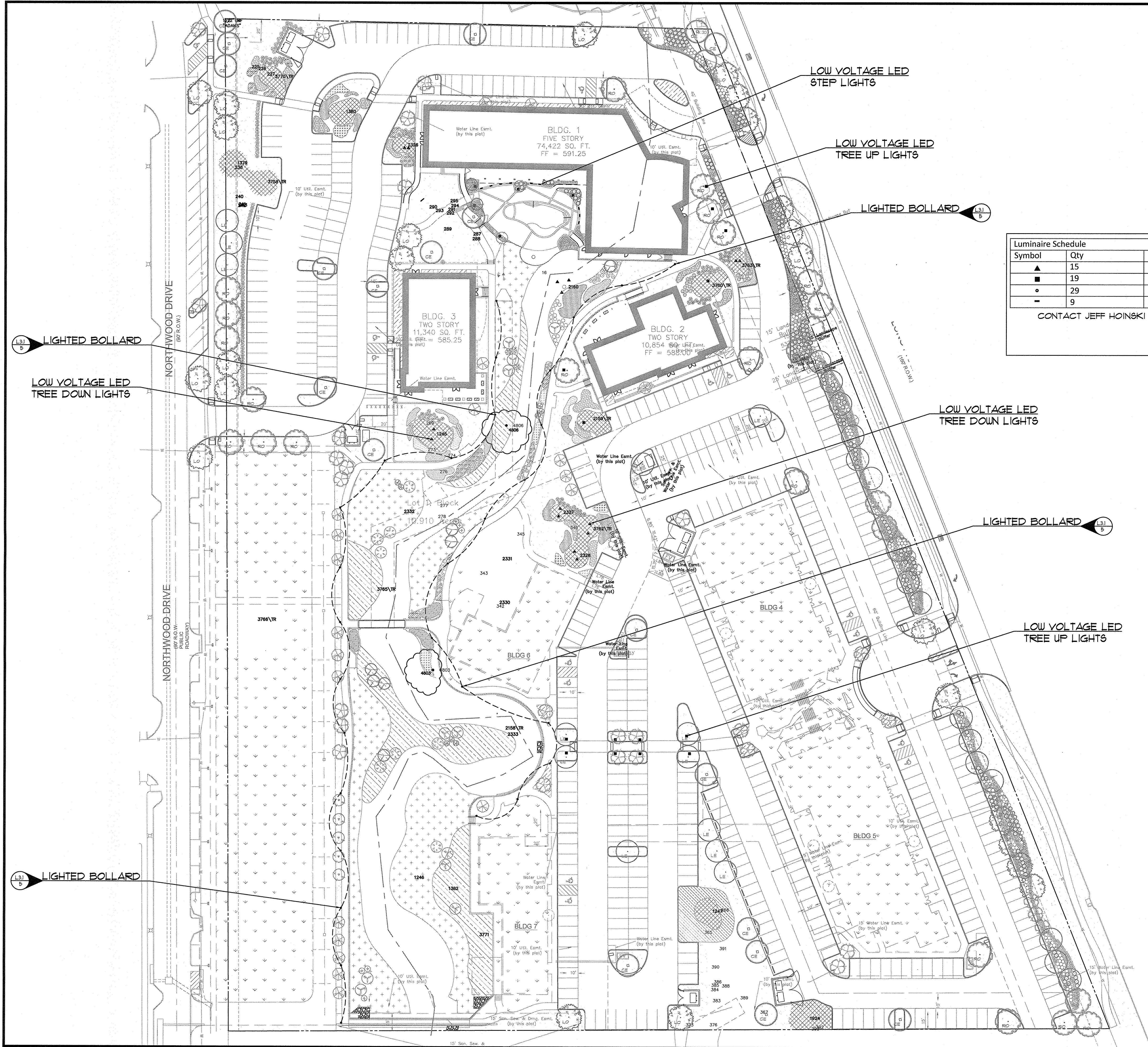
9. GAS FIRE PIT DETAIL SCALE: NTS



OWNER/DEVELOPER
NEWSTREAM COMMERCIAL
311 S. OAK STREET, SUITE 250
ROANOKE, TX 76282
Ph. 817-602-0578
Contact: MR. TROY LEWIS

L3.2

FILE: Z:\VISTA\NEW\Drawings\VP & Civil Plans\Drawings\16326 LIGHTING PLAN
Plotted: 9/18/2018 11:29 AM by: J. Johnson
Scale: 1"=40'



Luminaire Schedule			
Symbol	Qty	Arrangement	Description
▲	15	SINGLE	SLS-GEM-6-2-3-X LED GIM OPEN 120" WIDE FLOOD-1
■	19	SINGLE	SLS-GEM-6-1-3-X LED GIM OPEN 120" WIDE FLOOD-1
●	29	SINGLE	LIGHTED BOLLARD
—	9	SINGLE	RECTANGLE STEP LIGHT 12V

CONTACT JEFF HOINSKI @ JHOINSKI@SITELIGHTINGSOLUTIONS-USA.COM FOR PRICING

REVIEWED
TOWN OF FLOWER MOUND
Released for Construction
Date 10/11/18
Town of Flower Mound
Engineering Services Division

The John R. McAdams Company, Inc.
(DBA, G&A McAdams)
111 Hillside Drive
Lewisville, Texas 75057
972.435.9712
201 Country View Drive
Rockwall, Texas 75087
940.240.1012
www.jr-mc.com

McADAMS

G&A

LAKESIDE CROSSING
12.00 Acres
in the
JUN TANNER HILL SURVEY, ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

LIGHTING PLAN

REGISTERED LANDSCAPE ARCHITECT
J. JOHNSON
STATE OF TEXAS
2826
9/18/2018

Drawn By: JLP
Date: 10/30/2017
Scale: 1"=40'
Revisions:
11/20/2017
12/14/2017
01/17/2018
02/07/2018
9/17/2018

16326

OWNER/DEVELOPER
NEWSTREAM COMMERCIAL
311 S. OAK STREET, SUITE 250
ROANOKE, TX 76282
Ph. 817-602-0578
Contact: MR. TROY LEWIS

L4.0

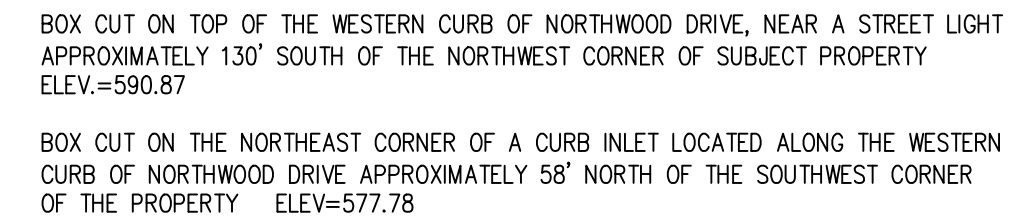


Total Parking – Complete Development Buildout

	SCHEDULE OF MIXED USE PARKING - PERCENTAGES				
	Weekday		Weekend		Night
	Daytime 6A-6P	Evening 6P-Mid	Daytime 6A-6P	Evening 6P-Mid	Midnight 6A
Office	100%	10%	10%	5%	5%
Retail	50%	90%	100%	70%	5%
Restaurant	50%	100%	100%	100%	10%
Hotel	70%	100%	70%	100%	70%

GENERAL NOTES:

1. DEVELOPMENT OF FUTURE PHASES IS SUBJECT TO ORDINANCE 25-17 AND APPROVED SITE PLANS. (SEE MARKUPS).
2. REFER TO CONCEPTUAL SITE PLAN FOR 3' CONCRETE TEMPORARY SIDEWALK TO BE CONSTRUCTED FROM THE PEDESTRIAN BRIDGE TO BUILDINGS 4&5.



LAKESIDE CROSSING
 Lot 1-7 & 8X, Block A
LAKESIDE CROSSING
 10.910 Acres
 in the
 JUN. TANNERHILL SURVEY, ABSTRACT NO. 1252
 TOWN OF FLOWER MOUND
 DENTON COUNTY, TEXAS

CONCEPT PHASING PLAN

PREFIMINARY PLANS

THIS DOCUMENT IS FOR
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OR PERMIT PURPOSES.
THE JOHN R. MCADAMS
COMPANY, INC.
TBPE: 19762
ROBERT JOHN DOLLAH, JR.
P.E. #86898
DATE 3/18/2021

Drawn By: AR
Date: 10/30/2017
Scale: 1"=50'
Revisions:
10/07/2020
01/26/2021

16326

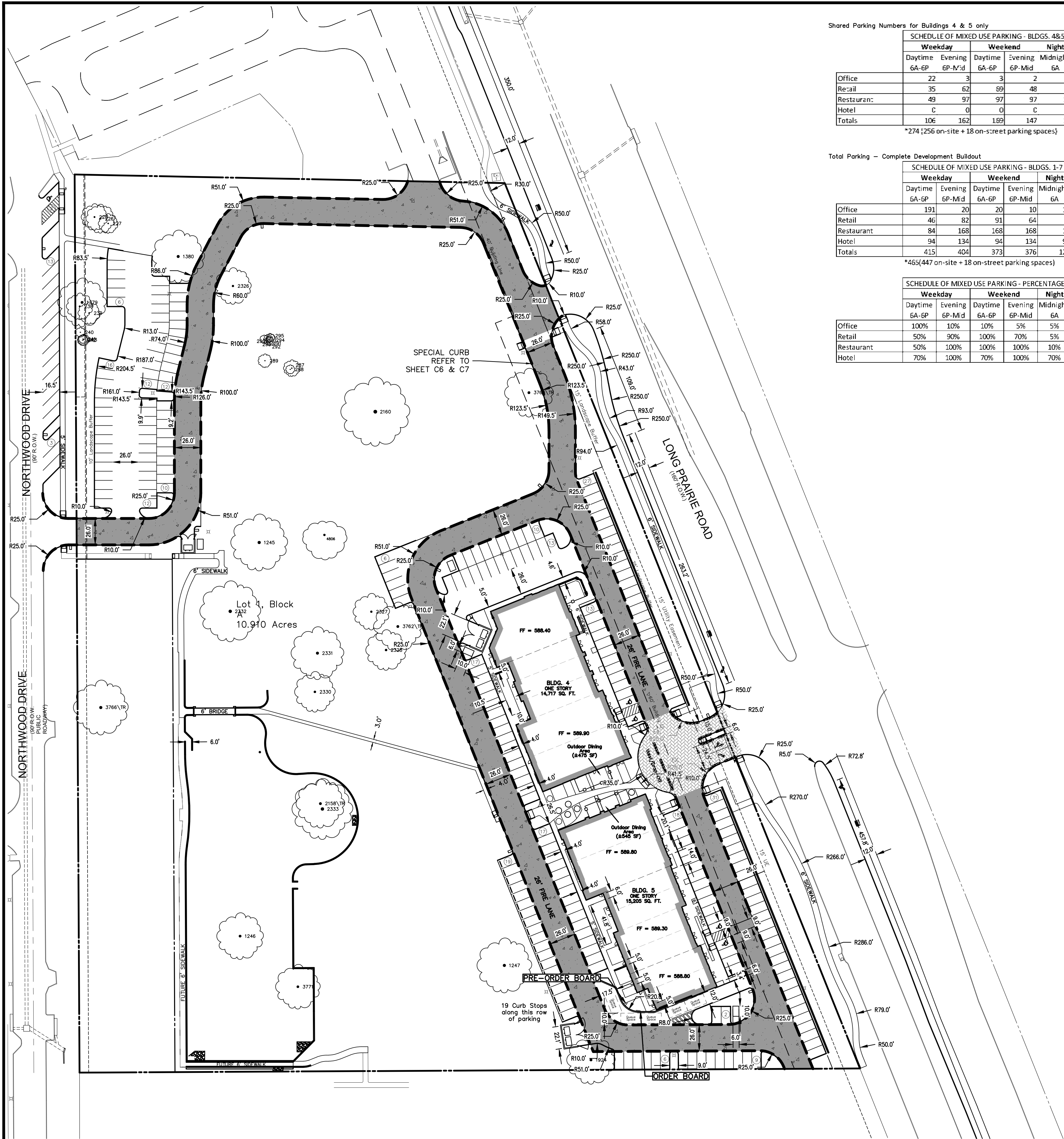
OWNER/DEVELOPER
NEWSTREAM COMMERCIAL
311 S. OAK STREET, SUITE 250
ROANOKE, TX 76262
Ph. 817-602-0578
Contact: MR. TROY LEWIS

C3.1

LAKESIDE CROSSING



MCADAMS



Shared Parking Numbers for Buildings 4 & 5 only

SCHEDULE OF MIXED USE PARKING - BLDGS. 4&5					
Weekday		Weekend		Night	
Daytime	Evening	Daytime	Evening	Midnight	
6A-6P	6P-Mid	6A-6P	6P-Mid	6A	
Office	22	3	3	2	2
Retail	35	62	89	48	4
Restaurant	49	97	97	97	10
Hotel	C	0	0	C	0
Totals	106	162	189	147	16

*274 (256 on-site + 18 on-street parking spaces)

Total Parking - Complete Development Buildout

SCHEDULE OF MIXED USE PARKING - BLDGS. 1-7					
Weekday		Weekend		Night	
Daytime	Evening	Daytime	Evening	Midnight	
6A-6P	6P-Mid	6A-6P	6P-Mid	6A	
Office	191	20	20	10	10
Retail	46	82	91	64	5
Restaurant	84	168	168	168	17
Hotel	94	134	94	134	94
Totals	415	404	373	376	126

*465 (447 on-site + 18 on-street parking spaces)

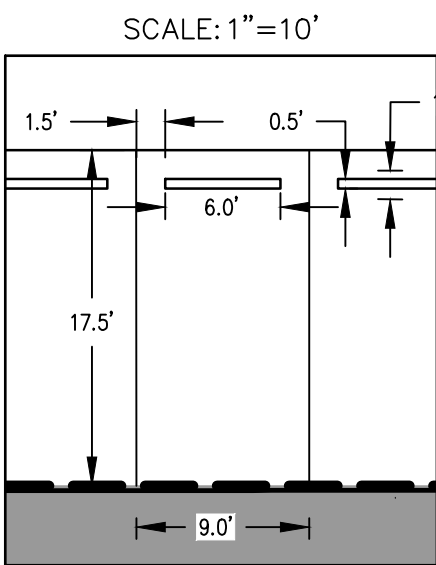
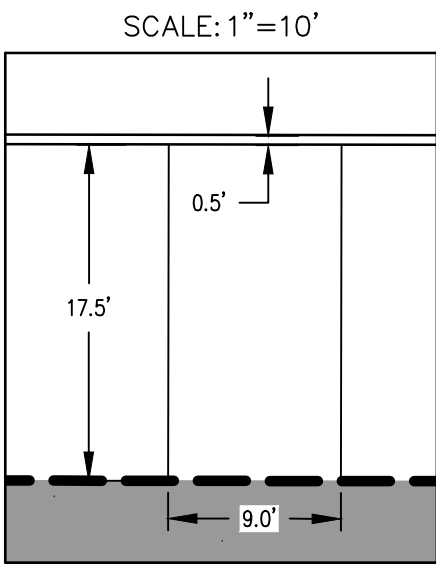
SCHEDULE OF MIXED USE PARKING - PERCENTAGES					
Weekday		Weekend		Night	
Daytime	Evening	Daytime	Evening	Midnight	
6A-6P	6P-Mid	6A-6P	6P-Mid	6A	
Office	100%	10%	10%	5%	5%
Retail	50%	90%	100%	70%	5%
Restaurant	50%	100%	100%	100%	10%
Hotel	70%	100%	70%	100%	70%

FUTURE PARKING TABLE - LAKESIDE CROSSING	
Physical Address	TBD
Gross Site Area	12,000 A; 522,720 SF
Net Site Area	12,000 A; 522,720 SF

Parking Summary	
Required	Provided

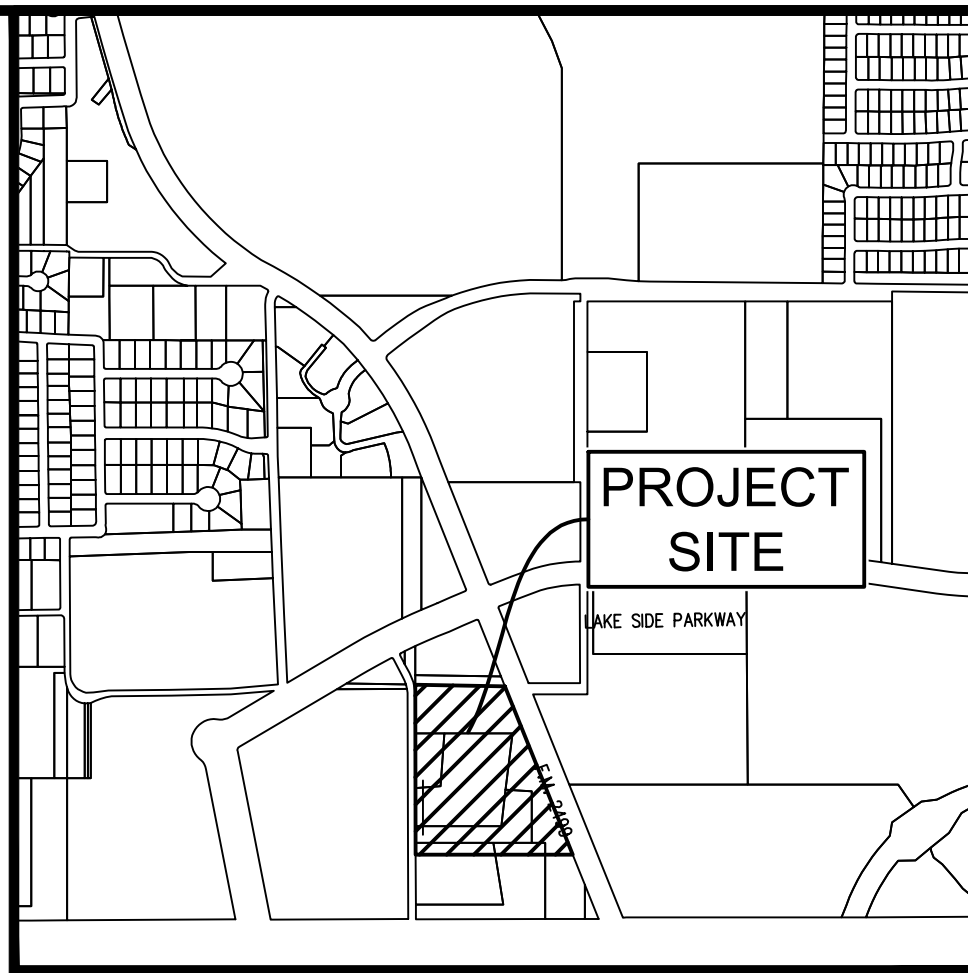
Surface Parking	
Retail - 1 space per 250 Square Feet	
Office - 1 space per 300 Square Feet	
Hotel - 1 per lodging room	
Hotel Conference Area - 1 space per 150 SF	
Restaurant - 1 space per 75 SF	

LAKESIDE CROSSING	
Phase I Parking	169
Phase I Parking - Northwood	0
Total Parking - all uses @ Buildout	426



NOTES:

- CONTRACTOR IS TO CONTACT THE TOWN'S TREE ARBORIST PRIOR TO THE START OF CONSTRUCTION TO OBTAIN TREE PRESERVATION REQUIREMENTS DURING CONSTRUCTION.
- ALL PAVEMENT DIMENSIONS SHOWN ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
- ALL SIDEWALK DIMENSIONS SHOWN ARE TO THE EDGE OF PAVEMENT UNLESS OTHERWISE SHOWN.
- ALL RADII ARE 3.0 FEET UNLESS OTHERWISE NOTED.
- ALL PARKING SPOTS ARE 9.0' WIDE UNLESS OTHERWISE NOTED.
- THE LOCATION OF THE EXISTING UTILITIES SHOWN IS APPROXIMATE, THE CONTRACTOR IS TO FIELD VERIFY LOCATION AND DEPTH PRIOR TO CONDUCTING ANY WORK.
- ALL RETAINING WALLS ARE TO BE CLAD IN A MATERIAL THAT MATCHES THE PROPOSED BUILDINGS.
- THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY WHETHER INDICATED ON THESE PLANS OR NOT.
- ALL BUILDING MOUNTED UTILITY OR EQUIPMENT BOXES SHALL BE SCREENED FROM A STREET VIEW BY A MINIMUM SIX FOOT HIGH SCREENING DEVICE WHETHER SHOWN IN THESE PLANS OR NOT. SUCH SCREENING DEVICE SHALL CONSIST EITHER OF PLANT MATERIAL OR A SCREENING WALL CONSTRUCTED OF OR FINISHED WITH A MATERIAL TO MATCH THE BUILDING, PROVIDED HOWEVER THAT WOOD FENCING OR SCREENING SHALL BE PROHIBITED. THIS RELATES TO ONLY THE NORTHERN, SOUTHERN AND WESTERN BUILDING FACADES, SINCE THESE ARE THE ONLY FACADES ADJUTING A STREET.
- 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 OF FLOWER MOUND REGULATIONS.
- THE DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
- A TxDOT PERMIT WILL BE REQUIRED BEFORE ANY WORK CAN OCCUR WITHIN THE TxDOT RIGHT-OF-WAY.
- REFER TO THE PAVING PLAN FOR ADDITIONAL INFORMATION REGARDING THE PROPOSED TURN LANES.
- 3' CONCRETE TEMPORARY SIDEWALK TO BE CONSTRUCTED FROM THE PEDESTRIAN BRIDGE TO BUILDINGS 4&5.



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

LAKESIDE CROSSING

Lot 1-7 & 8X, Block A

LAKESIDE CROSSING

10.910 Acres

in the

J.N. TANNER HILL SURVEY ABSTRACT NO. 1252

TOWN OF FLOWER MOUND

DENTON COUNTY, TEXAS

CONCEPT SITE PLAN

PRELIMINARY PLANS

THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES. THE JOHN R. MCADAMS COMPANY, INC. TPBE: 19762 ROBERT JOHN DOLLAH, JR., P.E. #86898 DATE 3/18/2021

Drawn By: AR
Date: 10/30/2017
Scale: 1"=50'
Revisions:
10/07/2020
01/26/2021
03/18/2021

16326

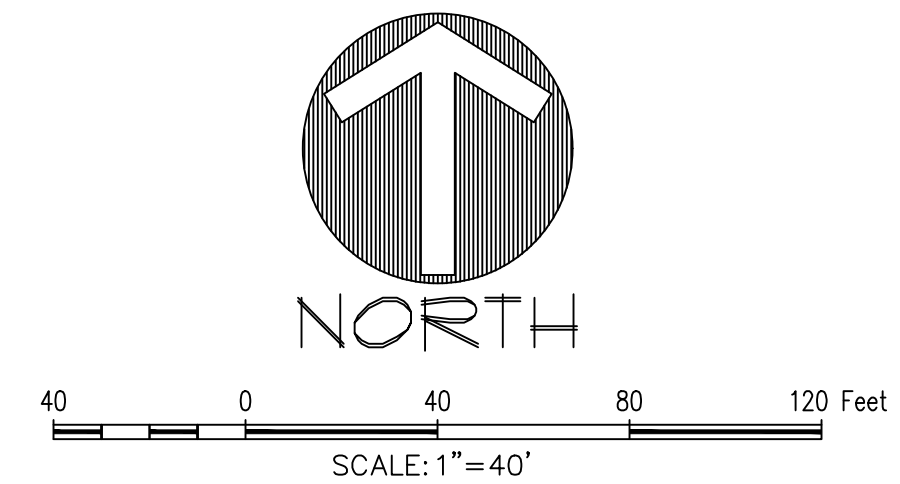
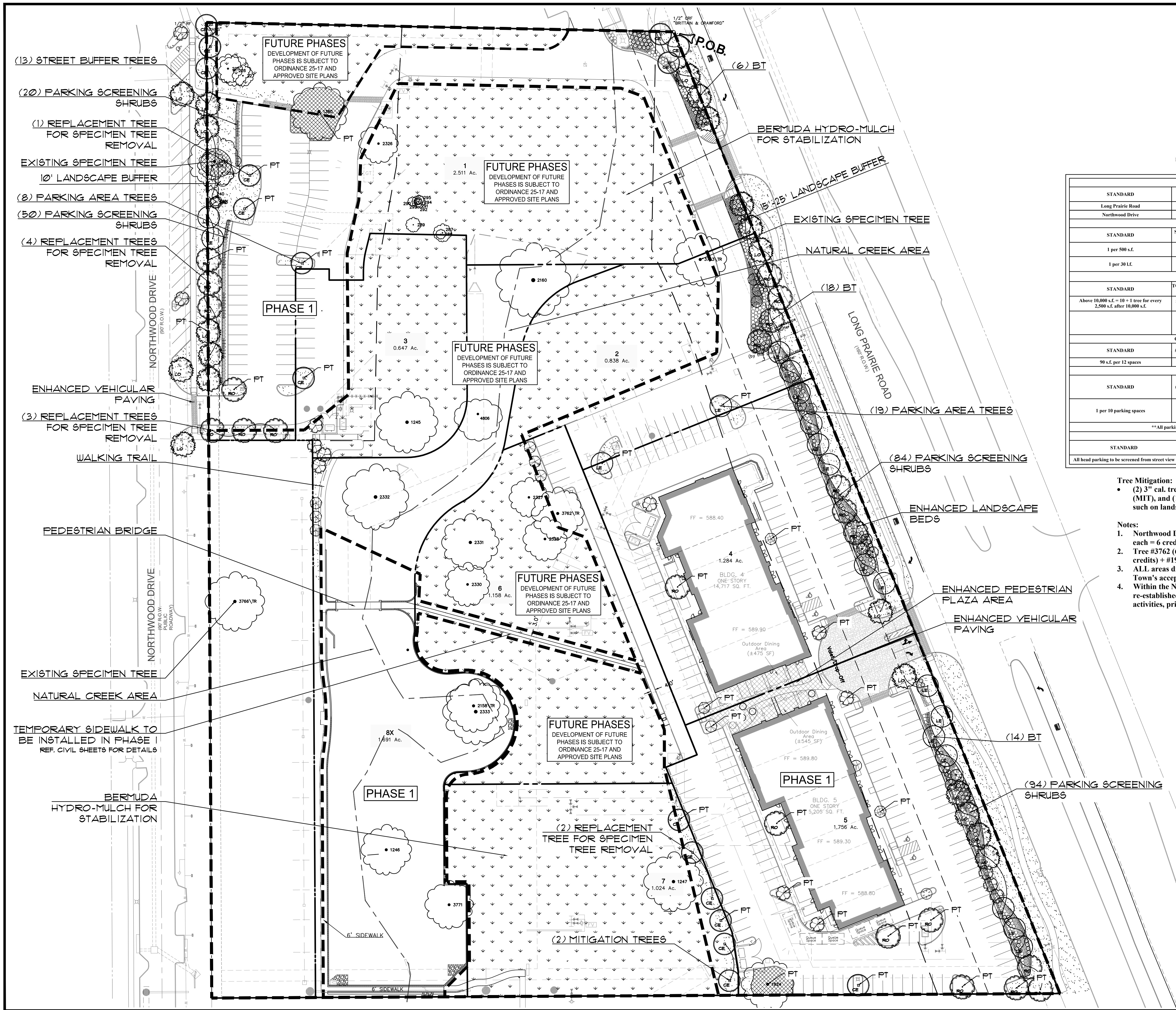
OWNER/DEVELOPER
NEWSTREAM COMMERCIAL
311 S. OAK STREET, SUITE 260
ROANOK, TX 76262
Ph. 817-602-0678
Contact MR. TROY LEWIS

C3.2



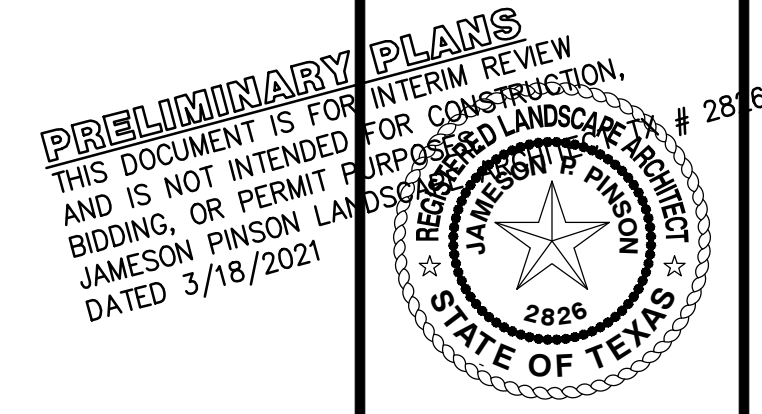
The John R. McAdams Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
972.436.9712
201 County View Drive
Rockwall, Texas 75087
940.246.1012
TPBE: 19762 TPPLS: 10194440
www.mcadamsco.com

LAKESIDE CROSSING



LANDSCAPE REQUIREMENT COMPLIANCE TOWN OF LOWER MOUND Lakeside Crossing				
STREET BUFFER LANDSCAPING				
STANDARD		OVERALL REQUIRED BUFFER WIDTH	PROVIDED	
Long Prairie Road		25 ft.	15-25 ft.	
Northwood Drive		10 ft.	10 ft.	
OVERALL STREET BUFFER TREES				
STANDARD	STREET FRONTAGE (LINEAR FEET)	OVERALL REQUIRED	PROVIDED PHASE 1	PROVIDED FUTURE PHASES
1 per 500 s.f.	Long Prairie Rd. - 18,657 s.f.	38 trees (3" cal.)	38 trees (3" cal.)	n/a
1 per 30 L.F.	Northwood Dr. - 380 L.F.	13 trees (3" cal.)	13 trees (3" cal.)	n/a
STREET YARD TREES				
STANDARD	TOTAL STREET YARD (SQUARE FEET)	OVERALL REQUIRED	PROVIDED PHASE 1	PROVIDED FUTURE PHASES
Above 10,000 s.f. = 10 + 1 tree for every 2,500 s.f. after 10,000 s.f.	82,740 s.f. along Long Prairie Rd.	39 trees (3" cal.)	32 of 39 trees (3" cal.) + 2 existing specimen tree	13 of 39 trees (3" cal.)
	61,206 s.f. along Northwood Dr.	31 trees (3" cal.)	22 of 31 trees (3" cal.) + 3 existing specimen + 9 protected trees	4 of 31 trees (3" cal.)
OVERALL PARKING AREA LANDSCAPING				
STANDARD	# OF PARK. SPACES	OVERALL REQUIRED	PROVIDED PHASE 1	PROVIDED FUTURE PHASES
90 s.f. per 12 spaces	446 parking spaces	4,372 s.f.	6,145 of 4,372 s.f.	6,114 of 4,372 s.f.
PARKING AREA TREES				
STANDARD	# OF PARK. SPACES	OVERALL REQUIRED	PROVIDED PHASE 1 (274 SPACES)	PROVIDED FUTURE PHASES (191 SPACES)
1 per 10 parking spaces	465 parking spaces	47 trees (3" cal.)	18 trees (3" cal.) + 7 ornamental trees + 2 existing trees	16 trees (3" cal.) + 7 ornamental trees + 4 existing trees
**All parking spaces to be located within a 50 ft. avg. of parking lot tree.				
PARKING AREA SCREENING				
STANDARD		Landscape Berm or Screening Shrubs	PROVIDED PHASE 1	PROVIDED FUTURE PHASES
All head parking to be screened from street view		3' ht. screen	Screening shrubs (3' ht.)	n/a

- Tree Mitigation:**
- (2) 3" cal. trees to be planted in Phase 1, called out on landscape plan as (MIT), and (10) replacement trees for specimen tree removal, labeled as such on landscape plan.
- Notes:**
- Northwood Dr. Street Buffer Trees: #1379, 238, 240, 241, 242, 243 (1 credit each = 6 credits) + 7 new trees (3" cal.) = 13 landscape buffer trees
 - Tree #3762 (6 credits) + #2159 (6 credits) + #3762 (5 credits) + #1247 (4 credits) + #1924 (5 credits) + 47 new trees = 73 parking trees
 - ALL areas disturbed by construction shall be re-vegetated prior to the Town's acceptance of Phase 1.
 - Within the Natural Creek Area, native and riparian plant material shall be re-established if impacted by clearing and grubbing or construction activities, prior to the Town's acceptance of Phase 1.



OWNER/DEVELOPER
NEWSTREAM COMMERCIAL
311 S. OAK STREET, SUITE 250
ROANOKE, TX 76262
Ph. 817-602-0576
Contact: MR. TROY LEWIS

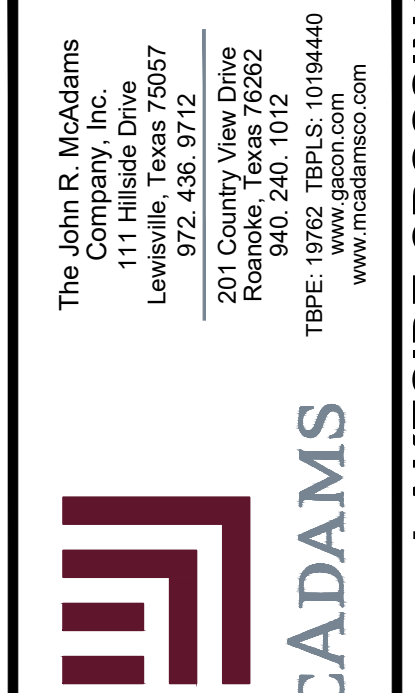
LAKESIDE CROSSING
Lot 1-7, 8X, Block A
LAKESIDE CROSSING
in the
10,910 Acres
J.N. TANNEHILL SURVEY, ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

CONCEPT PHASE I
LANDSCAPE PLAN

Drawn By: MH
Date: 10/30/2017
Scale: 1" = 40'
Revisions:
11/20/2017
12/14/2017
01/17/2018
02/07/2018
9/17/2018
10/7/2020

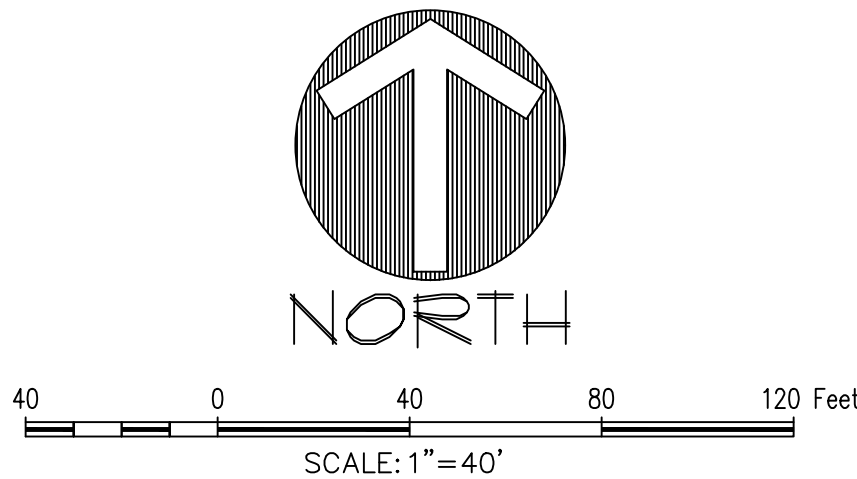
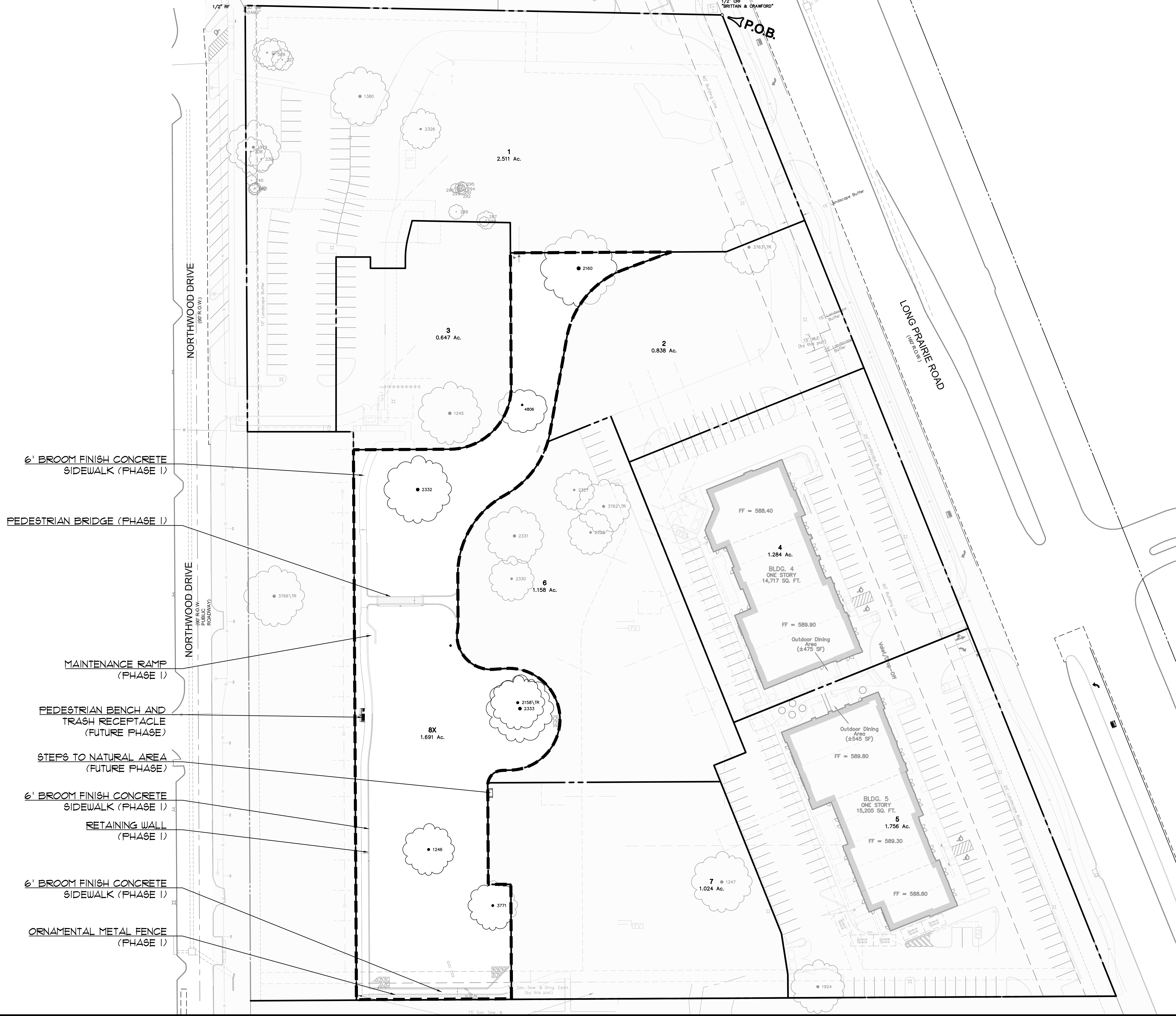
16326

CLP



LAKESIDE CROSSING

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LEGEND

	TYPE (A) STAMPED AND STAINED PATTERN CONCRETE ° PATTERN: COBLESTONE COLOR: BASE - U26 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) STAINED CONCRETE ° PATTERN: TROUVEL FINISH BUFFED CONCRETE BASE COLOR - P22 ARENA BUFF ACCENT COLOR - P23 SMOKE
	TYPE (D) BROOM FINISH CONCRETE SIDEWALK
	TYPE (E) STAINED CONCRETE ° PATTERN: TROUVEL FINISH ACID WASH BASE COLOR - P22 ARENA BUFF ACCENT COLOR - P23 SMOKE
	TYPE (F) ALAMO STONE (Provenciel Collection) COGNAC BROWN PATIO BANDING STONE SIZE - 12" x 12" x 1 1/2" POOL COPING - 2" THICKNESS
	TYPE (G) IPE DECKING
	TYPE (H) CRUSHED GRANITE
	UNFINISHED COLOR CONCRETE AS SHOWN IN EXHIBIT 16326.1 SEE SHEET 16326.1 FOR FINISHED PATTERN

6' BROOM FINISH CONCRETE
SIDEWALK (PHASE I)

PEDESTRIAN BRIDGE (PHASE I)

MAINTENANCE RAMP
(PHASE I)

PEDESTRIAN BENCH AND
TRASH RECEPTACLE
(FUTURE PHASE)

STEPS TO NATURAL AREA
(FUTURE PHASE)

6' BROOM FINISH CONCRETE
SIDEWALK (PHASE I)

RETAINING WALL
(PHASE I)

6' BROOM FINISH CONCRETE
SIDEWALK (PHASE I)

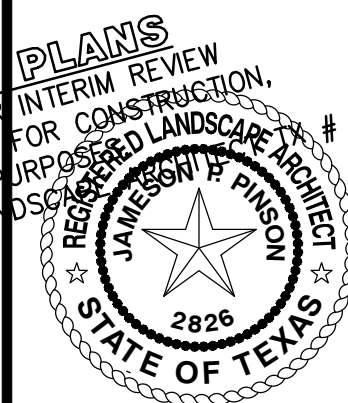
ORNAMENTAL METAL FENCE
(PHASE I)

OWNER/DEVELOPER
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ROANOKE, TX 76262
Ph. 817-602-0578
Contact: MFL TROY LEWIS

LAKESIDE CROSSING
Lot 1-7, 8X, Block A
LAKESIDE CROSSING
in the
10.910 Acres
J.N. TANNEHILL SURVEY, ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

ZONING EXHIBIT
HARDSCAPE PLAN

PRELIMINARY PLANS
THIS DOCUMENT IS FOR
INTERIM REVIEW
FOR CONSTRUCTION,
AND IS NOT INTENDED
FOR PERMITTING,
BIDDING, OR PERMIT
JAMESON PINSON LANDSCAPE ARCHITECTS
DATED 3/18/2021



Drawn By: JLP
Date: 10/30/2017
Scale: 1"=40'
Revisions:
11/20/2017
12/14/2017
01/17/2018
02/07/2018
9/17/2018
10/7/2020

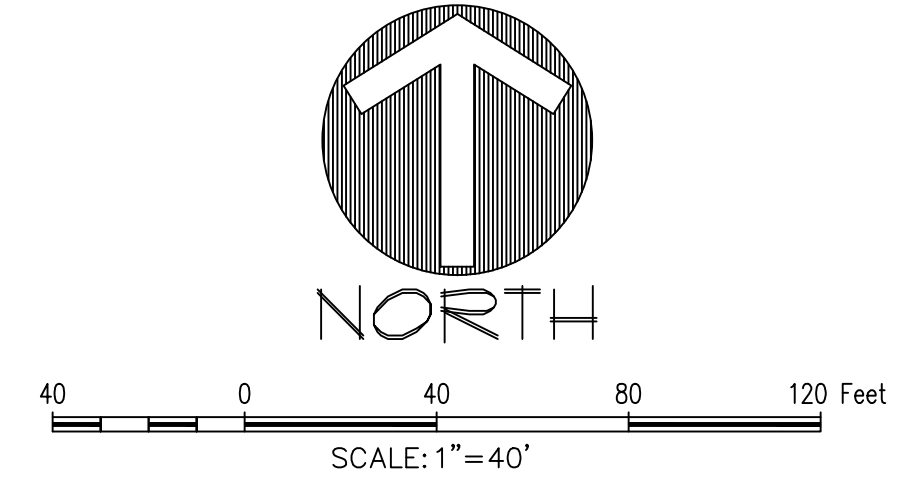
16326

L1.0

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(DBA, G&A McAdams)
111 Hildebrand Drive
Lewisville, Texas 75057
972.336.9712
201 Country View Drive
Round Rock, Texas 78662
TBP#: 18762 TBP# S: 10194440
www.mcadamsco.com

McADAMS

LAKESIDE CROSSING



Luminaire Schedule			
Symbol	Qty	Arrangement	Description
▲	-	SINGLE	SLS-GEM-6-2-3-X LED GIM OPEN 120* WIDE FLOOD-1
■	-	SINGLE	SLS-GEM-6-1-3-X LED GIM OPEN120* WIDE FLOOD-1
●	-	SINGLE	LIGHTED BOLLARD
—	-	SINGLE	RECTANGLE STEP LIGHT 12V

CONTACT JEFF HOINSKI @ JHOINSKI@SITELIGHTINGSOLUTIONS-USA.COM FOR PRICING

LOW VOLTAGE LED
TREE DOWN LIGHTS

LIGHTED BOLLARD

LIGHTED BOLLARD

LIGHTED BOLLARD



MCADAMS

The John R. McAdams
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111 Hillside Drive
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TBB# 19762 TBBLS:10194440
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LAKESIDE CROSSING
Lot 1-7, 8X, Block A
LAKESIDE CROSSING
in the
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J.N. TANNEHILL SURVEY, ABSTRACT NO. 1252
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DENTON COUNTY, TEXAS

**ZONING EXHIBIT
LIGHTING PLAN**

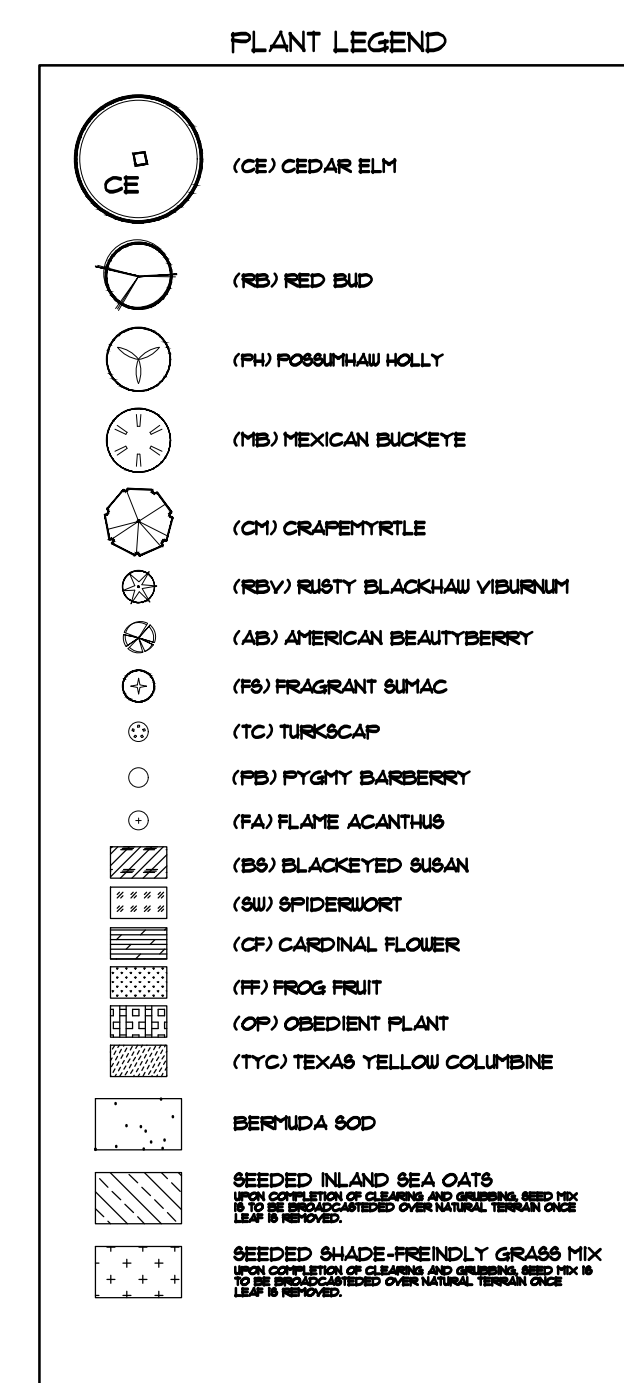
PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
AND IS NOT INTENDED FOR CONSTRUCTION,
BIDDING, OR PERMIT PURPOSES.
JAMESON PINSON LANDSCAPE ARCHITECT
STATE OF TEXAS
DATED 3/18/2021

Drawn By: JLP
Date: 10/30/2017
Scale: 1" = 40'
Revisions:
11/20/2017
12/14/2017
01/17/2018
02/07/2018
09/22/2020

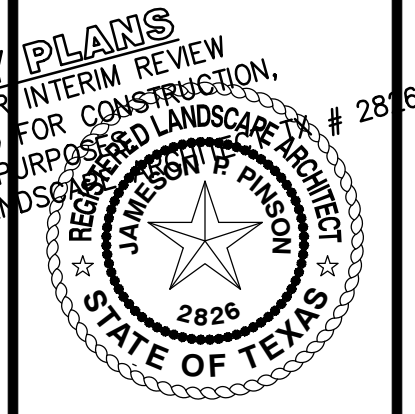
16326

OWNER/DEVELOPER
NEWSTREAM COMMERCIAL
311 S. OAK STREET, SUITE 250
ROANOKE, TX 76262
Ph. 817-802-0678
Contact: MR. TROY LEWIS

L4.0



PRELIMINARY PLANS
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BIDDING, OR PERMIT PURPOSES.
JAMESON P. PINSON
REGISTERED LANDSCAPE ARCHITECT
2826
DATED 3/18/2021



OWNER/DEVELOPER
NEWSTREAM COMMERCIAL
311 S. OAK STREET, SUITE 250
ROANOKE, TX 76262
Ph. 817-602-0578
Contact: MR. TROY LEWIS

16326

L2.0

ZONING EXHIBIT LANDSCAPE PLAN	LAKESIDE CROSSING Lot 1-7, 8X, Block A LAKESIDE CROSSING 10.910 Acres In the J.N. TANNEHILL SURVEY, ABSTRACT NO. 1 TOWN OF FLOWER MOUND DENTON COUNTY, TEXAS
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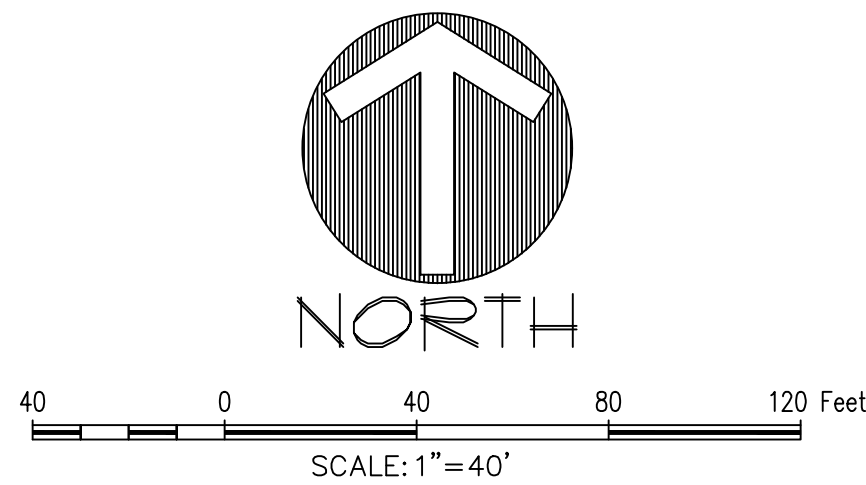
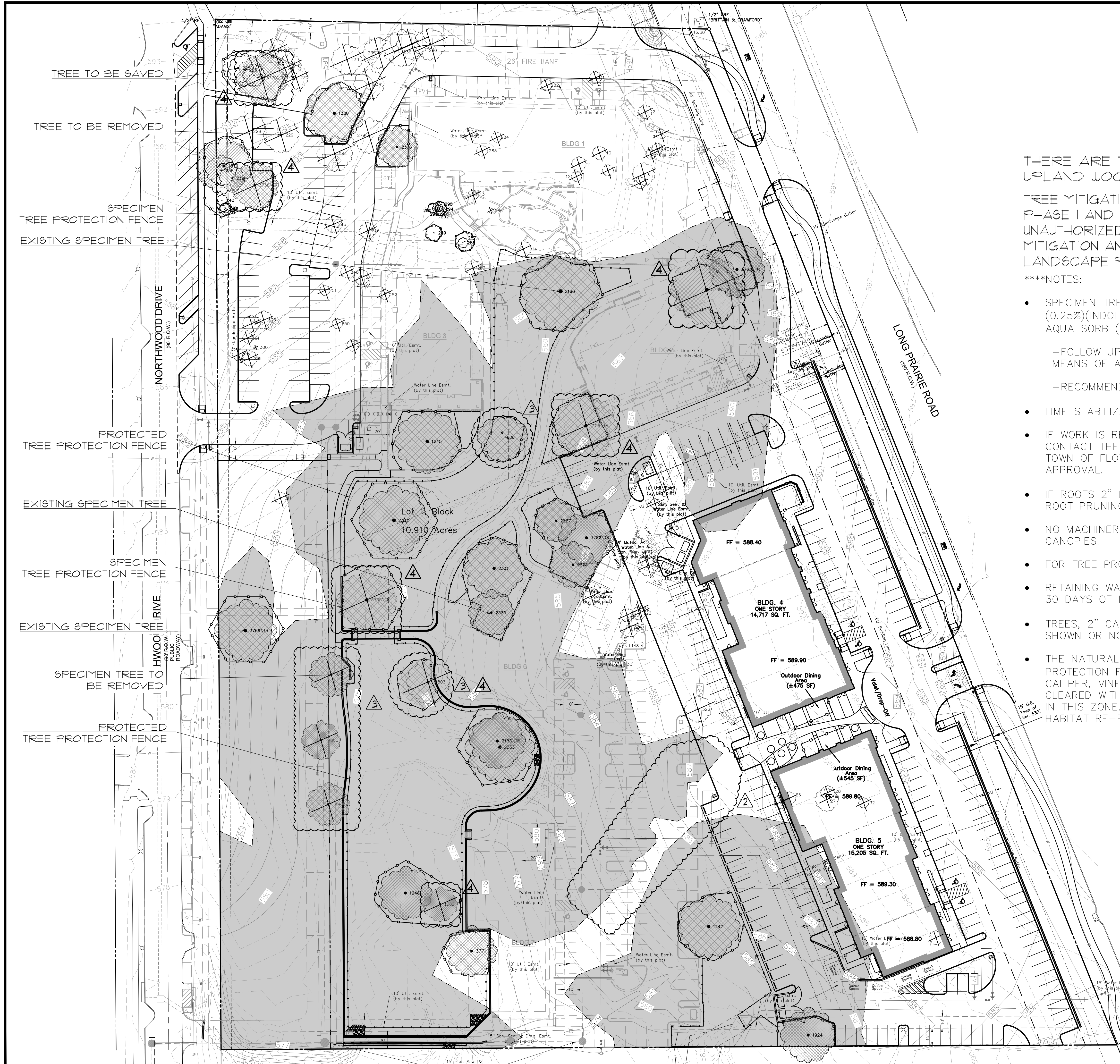
MCADAMS

The John R. McDams
Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
972.436.3712

201 Country View Drive
Roanoke, Texas 75282
940.240.1012

TBPE: 9792, TBPLS: 10184440
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LAKESIDE CROSSING



THERE ARE 12 PROTECTED TREES LOCATED OUTSIDE THE UPLAND WOODED HABITAT.

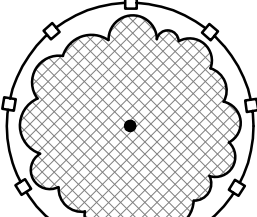
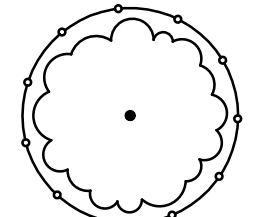
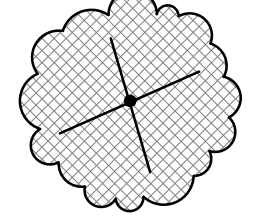
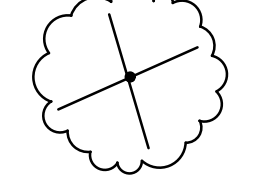
TREE MITIGATION WILL BE ADDRESSED IN PART BY PLANTING IN PHASE 1 AND MITIGATION FEES OF \$17,250, ALONG WITH THE UNAUTHORIZED REMOVAL FEE OF \$15,500. MITIGATION AND REPLACEMENT TREES LABELED ON CONCEPT LANDSCAPE PLAN.

****NOTES:

- SPECIMEN TREES TO BE TREATED WITH A 12-12-12 FERTILIZER AND IBE (0.25%)(INDOLE-3-BUTYRIC ACID) AND MYCORRHIZAL INOCULATE (0.05%) AND AQUA SORB (5.0%) WITHIN 1 WEEK OF ROUGH GRADING.

-FOLLOW UP WITH THE SAME TREATMENT 6 MONTHS LATER. RATES AND MEANS OF APPLICATION PER MANUFACTURER.

-RECOMMENDED MANUFACTURER TO BE TREE NUTRI, OR APPROVED EQUAL.
- LIME STABILIZATION IS NOT PERMITTED WITHIN 20' OF SHOWN TREE CANOPY.
- IF WORK IS REQUIRED WITHIN THE LIMITS OF THE TREE PROTECTION FENCE CONTACT THE ENVIRONMENTAL REVIEW SPECIALIST, JAMES HOEFERT, WITH THE TOWN OF FLOWER MOUND AT 972-874-6352 FOR FENCE ADJUSTMENT APPROVAL.
- IF ROOTS 2" DIAMETER OR GREATER ARE DAMAGED DURING CONSTRUCTION THEN ROOT PRUNING IS REQUIRED.
- NO MACHINERY OR HEAVY EQUIPMENT IS ALLOWED UNDER SPECIMEN TREE CANOPIES.
- FOR TREE PROTECTION FENCE STAKING CONTACT G&A CONSULTANTS.
- RETAINING WALLS ARE REQUIRED TO BE CONSTRUCTED AND BACKFILLED WITHIN 30 DAYS OF INITIAL GRADING.
- TREES, 2" CAL. OR LARGER, WITHIN THE TREE PROTECTION FENCE, WHETHER SHOWN OR NOT, SHALL BE PRESERVED.
- THE NATURAL CREEK ZONE UNDERSTORY AND WITHIN SPECIMEN TREE PROTECTION FENCE TO BE SELECTIVELY CLEARED-REMOVE TREES LESS THAN 2" CALIPER, VINES, SHRUBS, SAPLINGS, AND UNDERGROWTH. UNDERSTORY TO BE CLEARED WITH HAND HELD EQUIPMENT ONLY. NO HEAVY MACHINERY PERMITTED IN THIS ZONE. LEAF LITTER SHOULD BE REMOVED FOR SEEDING AREAS FOR HABITAT RE-ESTABLISHMENT.

-  UPLAND WOODED HABITAT
-  SAVED SPECIMEN TREE WITH PROTECTION FENCE
-  SAVED PROTECTED TREE WITH PROTECTION FENCE
-  SPECIMEN TREE TO BE REMOVED
-  PROTECTED TREE TO BE REMOVED

PRELIMINARY PLANS
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JAMESON PINSON LANDSCAPE ARCHITECTS
DATED 3/10/2021

Drawn By: JLP
Date: 10/30/2017
Scale: 1"=40'
Revisions:
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12/14/2017
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Contact: MR. TROY LEWIS

16326

T1.0

LAKESIDE CROSSING
12.00 Acres

J.N. TANNEHILL SURVEY, ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

TREE SURVEY



McAdams
The John R. McAdams
Company Inc.
111 Hillside Drive
Lewisville, Texas 75057
972.435.9712
201 Country View Drive
Rockwall, Texas 75087
940.246.1812
TPE: 19762 TPELS: 10194440
www.mcadamsco.com

LAKESIDE CROSSING

TREE CHART

LIST #	TREE #	CAL. "	COMMON NAME	BOTANICAL NAME	PROTECTED	SPECIMEN	REMOVED	CREDITS	DEBITS	UWH	REMARKS
1	1	7	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
2	2	8	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
3	3	6	POST OAK	Quercus stellata	Yes	No	Yes	0	1	No	
4	4	6.5	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
5	5	6	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
6	6	13	AMERICAN ELM	Ulmus americana	Yes	No	Yes	0	1	No	
7	7	7	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
8	8	6.5	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
9	10	8	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
10	11	8.5	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
11	12	6	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
12	13	6	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
13	14	9.5	AMERICAN ELM	Ulmus americana	Yes	No	Yes	0	1	No	
14	25	8.5	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
15	26	7.5	TEXAS ASH	Fraxinus texensis	Yes	No	Yes	0	1	No	
16	27	13.5	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
17	28	8	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
18	32	6	TEXAS ASH	Fraxinus texensis	Yes	No	Yes	0	1	No	
19	35	8	TEXAS ASH	Fraxinus texensis	Yes	No	Yes	0	1	No	
20	83	25.5	POST OAK	Quercus stellata	Yes	Yes	Yes	0	0	Yes	Previously Removed
21	225	17.5	POST OAK	Quercus stellata	Yes	No	No	4	0	No	
22	226	19	POST OAK	Quercus stellata	Yes	No	No	4	0	No	
23	227	13	POST OAK	Quercus stellata	Yes	No	No	4	0	No	
24	228	21	POST OAK	Quercus stellata	Yes	No	Yes	0	1	No	
25	229	20.5	POST OAK	Quercus stellata	Yes	No	Yes	0	1	No	
26	230	14	POST OAK	Quercus stellata	Yes	No	Yes	0	1	No	
27	231	13.5	POST OAK	Quercus stellata	Yes	No	Yes	0	1	No	
28	232	14.5	POST OAK	Quercus stellata	Yes	No	Yes	0	1	No	
29	233	17.5	POST OAK	Quercus stellata	Yes	No	Yes	0	1	No	
30	234	17.5	POST OAK	Quercus stellata	Yes	No	Yes	0	1	No	
31	235	18	POST OAK	Quercus stellata	Yes	No	Yes	0	1	No	Damaged
32	236	21.5	POST OAK	Quercus stellata	Yes	No	Yes	0	1	No	Damaged
33	237	17.5	POST OAK	Quercus stellata	Yes	No	Yes	0	1	No	Damaged
34	238	17.5	POST OAK	Quercus stellata	Yes	No	No	0	0	No	Street buffer
35	239	14.5	POST OAK	Quercus stellata	Yes	No	No	0	0	No	Street buffer
36	240	6.5	POST OAK	Quercus stellata	Yes	No	No	0	0	No	Street buffer
37	241	6	POST OAK	Quercus stellata	Yes	No	No	0	0	No	Street buffer
38	242	7	POST OAK	Quercus stellata	Yes	No	No	0	0	No	Street buffer
39	243	7.5	POST OAK	Quercus stellata	Yes	No	No	0	0	No	Street buffer
40	244	20.5	POST OAK	Quercus stellata	Yes	No	Yes	0	1	No	
41	245	10	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
42	246	9.5	POST OAK	Quercus stellata	Yes	No	Yes	0	1	No	
43	248	7	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
44	250	6	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
45	251	6	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
46	252	6	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
47	263	9.5	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
48	279	20.5	POST OAK	Quercus stellata	Yes	No	Yes	0	1	No	
49	280	20.5	POST OAK	Quercus stellata	Yes	No	Yes	0	1	No	Damaged
50	282	6.5	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
51	283	6.5	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
52	284	6	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
53	285	8	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
54	286	12	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	Multi-trunk

***UWH = UPLAND WOODED HABITAT

***UPLAND WOODED HABITAT MITIGATION FOR RESIDENTIAL PORTION OF THE DEVELOPMENT (0.882 OF AN ACRE) WILL BE PAID AT THE PRE-CON (\$13250).

***TREE MITIGATION WILL BE ADDRESSED BY PLANTING MITIGATION TREES LABELED A9 (MIT) ON LANDSCAPE PLAN.

TREE MITIGATION CALCULATION:

Total # of specimen trees:	30
Specimen trees to be removed:	10 (2 are located on res.)
Specimen tree mitigation (2X cal. inches removed):	25.5"(2x = 51")

*All specimen trees preserved were Post Oaks.

Protected trees located outside UWH:	72
Protected tree mitigation:	62
Protected tree credits (less post oaks) w/in B.A.:	1
Credits for post oak trees preserved w/in B.A.:	30

Total required tree mitigation:	48+10 (near removal location)
Total provided 3" cal. replacement trees	10 (3" cal.) trees
Total provided 3" cal. mitigation trees	2 (3" cal.) trees

***NOTES:

- TREES #3160 & #2159 HAVE DIED DUE TO HYPOXYLON CANKER AND NEED TO BE REMOVED.
- PROTECTED POST OAK TREE SW OF TREE #4803 HAS DIED AND NEEDS TO BE REMOVED.
- (10) REPLACEMENT TREES AND (2) MITIGATION TREES TO BE PLANTED IN PHASE I.
- ADDITIONAL (46) MITIGATION TREES TO BE MITIGATED PER TOWN'S FEE SCHEDULE.
- REMAINING BALANCE FOR TREE MITIGATION SHALL BE PAID FOR WITH PHASE I (46 trees X \$175/tree = \$17250), IN ADDITION TO THE UNAUTHORIZED REMOVAL PENALTY OF \$15500 FOR SPECIMEN TREE #3165. COMBINED TOTAL = \$32,750

LIST #	TREE #	CAL. "	COMMON NAME	BOTANICAL NAME	PROTECTED	SPECIMEN	REMOVED	CREDITS	DEBITS	UWH	REMARKS
55	287	11	HACKBERRY	Celtis occidentalis	No	No	No	0	0	No	
56	288	6	CEDAR ELM	Ulmus crassifolia	Yes	No	No	1	0	No	
57	289	8	HACKBERRY	Celtis occidentalis	No	No	No	0	0	No	
58	290	5.5	HACKBERRY	Celtis occidentalis	No	No	No	0	0	No	
59	291	8	HACKBERRY	Celtis occidentalis	No	No	No	0	0	No	
60	292	5	HACKBERRY	Celtis occidentalis	No	No	No	0	0	No	
61	293	4	HACKBERRY	Celtis occidentalis	No	No	No	0	0	No	
62	294	4.5	HACKBERRY	Celtis occidentalis	No	No	No	0	0	No	
63	295	5.5	HACKBERRY	Celtis occidentalis	No	No	No	0	0	No	
64	298	7	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
65	299	9	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
66	300	10.5	POST OAK	Quercus stellata	Yes	No	Yes	0	1	No	Multi-trunk
67	301	6	POST OAK	Quercus stellata	Yes	No	Yes	0	1	No	
68	302	10	POST OAK	Quercus stellata	Yes	No	Yes	0	1	No	
69	303	10.5	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
70	304	7	POST OAK	Quercus stellata	Yes	No	Yes	0	1	No	
71	311	7	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
72	314	12	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
73	315	9	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
74	316	6	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
75	317	7.5	POST OAK	Quercus stellata	Yes	No	Yes	0	1	No	
76	321	12	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	Multi-trunk
77	322	8	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
78	323	8	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
79	324	11.5	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
80	325	10	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
81	326	15.5	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
82	1245	26	POST OAK	Quercus stellata	Yes	Yes	No	0	0	Yes	
83	1246	23	POST OAK	Quercus stellata	Yes	Yes	No	0	0	Yes	
84	1247	22	POST OAK	Quercus stellata	Yes	Yes	No	0	0	Yes	
85	1379	22.5	POST OAK	Quercus stellata	Yes	Yes	No	0	0	No	Street buffer
86	1380	22.5	POST OAK	Quercus stellata	Yes	Yes	No	6	0	No	
87	1382	23	POST OAK	Quercus stellata	Yes	Yes	Yes	0	0	Yes	Dead/Removed
88	1924	25	POST OAK	Quercus stellata	Yes	Yes	No	0	0	Yes	
89	2158	21	CEDAR ELM	Ulmus crassifolia	Yes	Yes	No	0	0	Yes	
90	2159	30	POST OAK	Quercus stellata	Yes	Yes	Yes	0	0	Yes	Dead due to Hypoxylon Canker
91	2160	32	POST OAK	Quercus stellata	Yes	Yes	No	0	0	Yes	
92	2326	25	POST OAK	Quercus stellata	Yes	Yes	No	6	0	No	Cavity/Bee Hive
93	2327	22	POST OAK	Quercus stellata	Yes	Yes	No	0	0	Yes	
94	2328	22	POST OAK	Quercus stellata	Yes	Yes	No	0	0	Yes	
95	2330	23	POST OAK	Quercus stellata	Yes	Yes	No	0	0	Yes	
96	2331	22	POST OAK	Quercus stellata	Yes	Yes	No	0	0	Yes	
97	2332	28	POST OAK	Quercus stellata	Yes	Yes	No	0	0	Yes	Watch for Future Health
98	2333	23	POST OAK	Quercus stellata	Yes	Yes	No	0	0	Yes	
99	3758	27.5	POST OAK	Quercus stellata	Yes	Yes	Yes	0	0	No	Dead / Removed
100	3760	29	POST OAK	Quercus stellata	Yes	Yes	Yes	0	0	Yes	Dead due to Hypoxylon Canker
101	3762	25	POST OAK	Quercus stellata	Yes	Yes	No	0	0	Yes	Cavity / Storm Damage
102	3763	31	POST OAK	Quercus stellata	Yes	Yes	No	0	0	Yes	
103	3765	31	POST OAK	Quercus stellata	Yes	Yes	Yes	0	0	Yes	Dead, Unauthorized Removal Fee = \$15,500
104	3766	28	POST OAK	Quercus stellata	Yes	Yes	No	0	0	Yes	
105	3770	29	POST OAK	Quercus stellata	Yes	Yes	Yes	0	0	No	Dead / Removed
106	3771	26	POST OAK	Quercus stellata	Yes	Yes	No	6	0	No	Health Issue
107	4803	25	POST OAK	Quercus stellata	Yes	Yes	Yes	0	0	Yes	Dead
108	4804	25	POST OAK	Quercus stellata	Yes	Yes	Yes	0	0	Yes	Previously Removed
109	4805	22.5	POST OAK	Quercus stellata	Yes	Yes	Yes	0	0	Yes	Previously Removed
110	4806	24	POST OAK	Quercus stellata	Yes	Yes	No	0	0	Yes	

1 2
3 4

4

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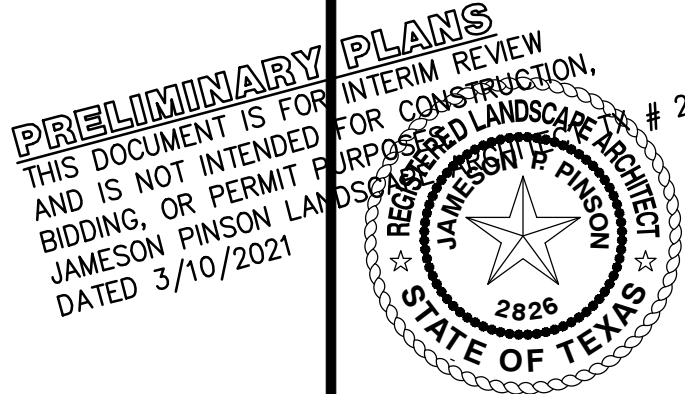


MCADAMS

LAKESIDE CROSSING
12.00 Acres
in the

J.N. TANNEHILL SURVEY, ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

TREE SURVEY



Drawn By: JP
Date: 10/30/2017
Scale: 1" = 40'
Revisions:
11/20/2017
12/14/2017
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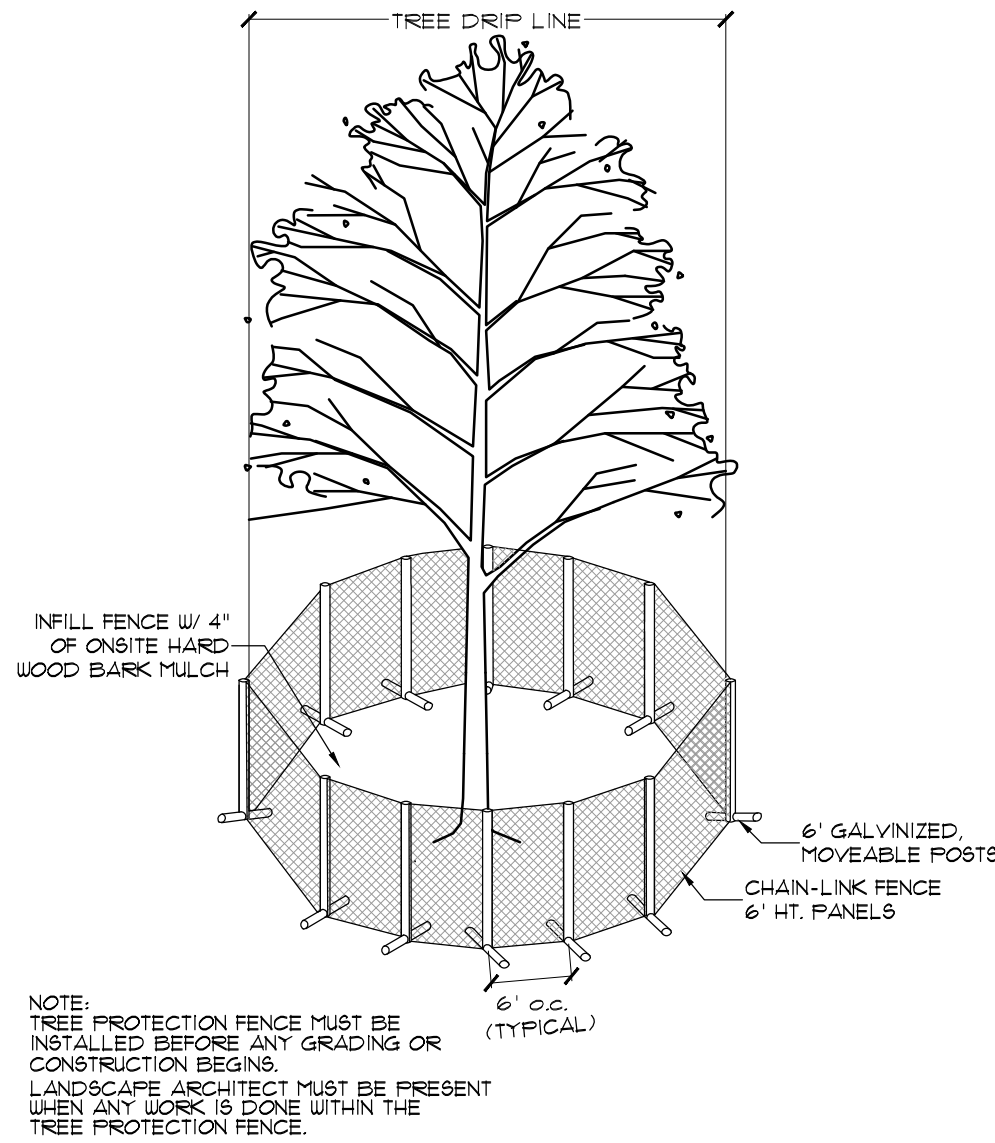
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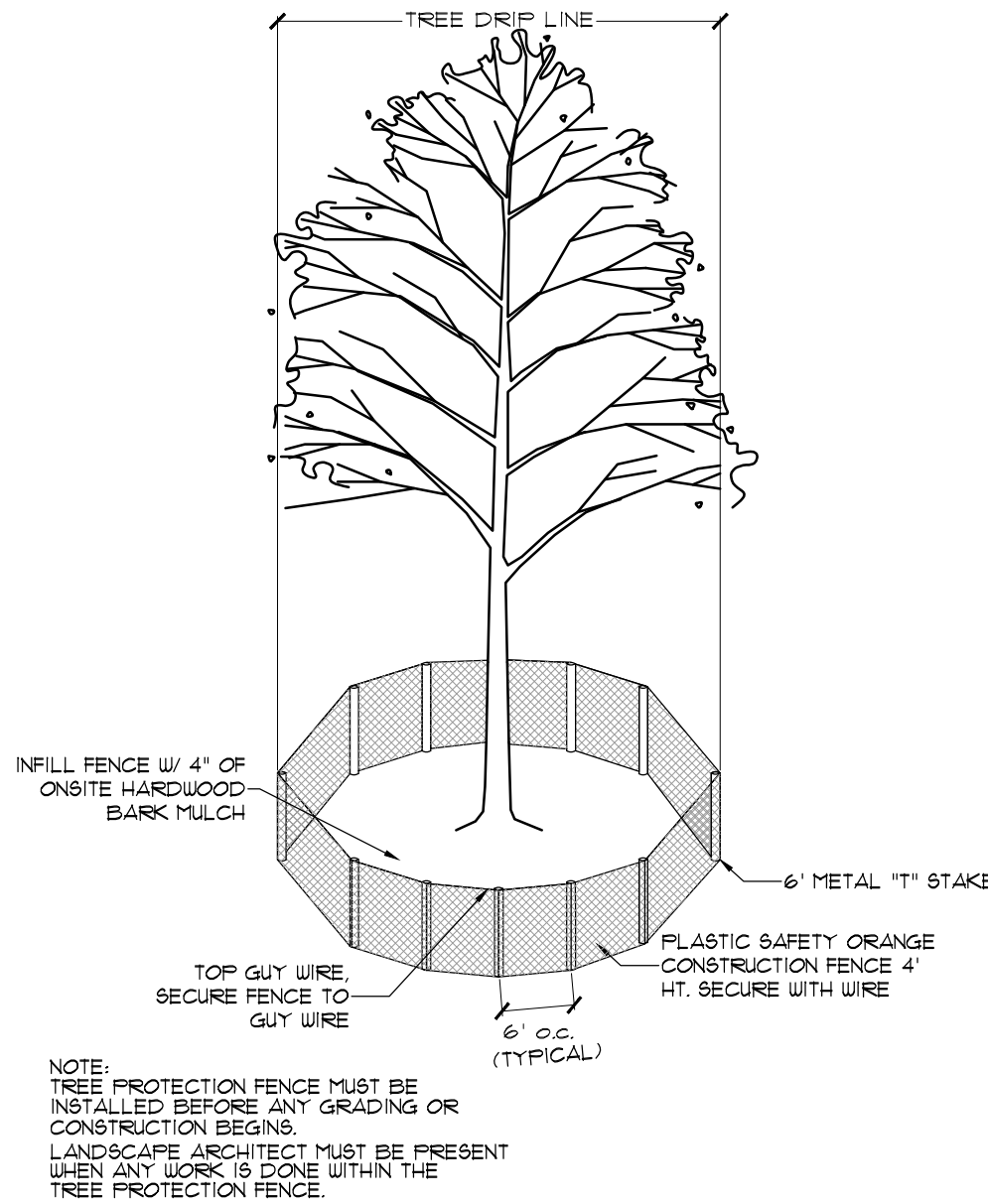
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TREE PRUNING, REMOVAL AND PROTECTION MEASURES

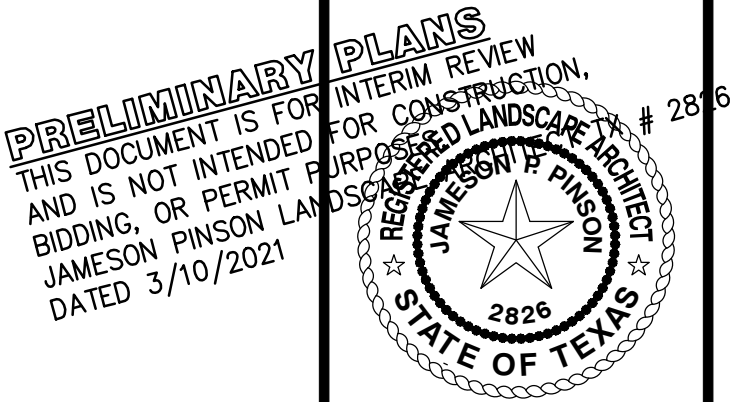
- A. QUALITY ASSURANCE
- 1) Comply with applicable Federal, state, county and local regulations governing landscape work.
 - 2) employ only experienced personnel. Provide adequate supervision by qualified foreman.
- B. JOB CONDITIONS
- 1) Coordination: Coordinate and cooperate with other contractors to enable the work to proceed as rapidly and efficiently as possible.
 - 2) In order to minimize conflict, secure from the Construction Manager copies of layout drawings showing the location of all underground utility lines and other structures
- C. PRODUCTS
- 1) MULCH: Double shredded hardwood mulch free of sticks, dirt and other debris and derived from the site clearing.
- D. DEFINITIONS
- 1) CRZ: Critical Root Zone: The soil space directly under the canopy of any tree, extending out at least 7 feet from the trunk or 2/3 the distance to the dripline, whichever is greater.
 - 2) TPZ: Tree Protection Zone: The entire soil space located directly under the dripline of any tree (the entire dripline).
 - 3) CRS: Complete Root System: The soil space directly under the dripline of any tree and an additional 7 feet beyond said dripline.
 - 4) TPF: Tree Protection Fence: The orange safety barrier netting that shall extend around the entire circumference of the tree at the TPZ.
- E. PRE-CONSTRUCTION TREE PRUNING
- 1) Personnel Qualifications: All pruning shall be performed under the supervision of an international Society of Arboriculture (ISA) Certified Arborist.
 - 2) All trees within the project area shall be pruned to:
 - (i) Clear the crown of diseased, crossing, weak and dead wood to a minimum of 1 ½ inches in diameter
 - (ii) Provide 14 feet of vertical clearance over streets and 8 feet over sidewalks.
 - (iii) Remove stubs, cutting outside the woundwood tissue that has formed around the branch.
 - (iv) Reduce end weight on heavy, horizontal branches by selectively removing small diameter branches, no greater than 2 to 3 inches, near the ends of the scaffolds.
 - 3) Pruning cuts shall be made in accordance with ANSI 300 Pruning Standard and work shall be performed in accordance with ANSI Z133.1 Safety Standards. Pruning shall be in accordance with ISA's Best Management Practices: Tree Pruning.
 - 4) No more than 20 percent of live foliage shall be removed from any tree.
 - 5) Brush shall be chipped and chips shall be spread underneath trees within the tree protection zone to a maximum depth of 4 inches, leaving the trunk clear of mulch.
- F. TREE REMOVAL
- 1) Trees preservation requires a commitment to preserving and maintaining retained trees, as well as removal of any unsuited trees within the Project Area.
 - 2) All wood debris from all tree removals at the Project Site is to be chipped and stored on site for use in the tree preservation efforts at the discretion of the Landscape Architect.
 - 3) The limits of all tree protection zones shall be staked in the field and observed by all contractors,
 - 4) Any brush clearing required within the tree protection zone shall be accomplished with hand operated equipment.
 - 5) Trees to be removed from within the tree protection zone shall be removed under the supervision of a Certified Arborist. The trees shall be cut near ground level and the stump
- TREE PROTECTION
- 1) Before beginning work, the Project Manager, Landscape Architect and/or Owner of their agents are required to meet at the site to review all work procedures, access routes, storage areas, and tree protection measures. Any intended construction activities inside the TPZ shall be clearly outlined.
 - 2) Fences shall be erected to protect trees to be preserved prior ro construction equipment arriving on the Project Site. Fences will define the specific protection zone for each tree or group trees.
 - 3) Fences are to be maintained and remain until all site work has been completed and final landscape operations begin. Fences may not be relocated or removed without written perission from the Landscape Architect. Fences may be constructed from 6 "T" stakes and orange web fence material
 - 4) All trees to be preserved shall have 4 inches of hardwood mulch applied inside the tree protection zone. This hardwood mulch shall be replenished as necessary to maintain a 4 inch depth.
 - 5) Construction trailers, traffic and storage areas must remain outside fenced areas at all times.
 - 6) Tree roots extend out in a straight, radial direction from the tree much like spokes on a wheel (to a depth generally not exceeding 24"). All underground utilities and drain or irrigation lines shall be routed outside the tree protection zone. If lines must traverse the protection area, they shall be tunneled or bored under the tree. Trenches "airdug" with Air Spade (registered trademark) or similar technology are the exceptions. Irrigation line may routed in any direction outside the dripline of retained trees. Irrigation lines inside the dripline must be in a straight, radial direction towards the tree trunk and terminate in a dead end sprinkler head no grater than 7 feet from a tree trunk (irrigation lines shall not in any way bisect and therefore damage the "spoke-like" root system).
 - 7) No materials, equipment, spoil, or waste or washout water may be deposited, stored, or parked within the tree protection zone.
 - 8) If unintentional injury should occur to any tree during construction, it shall be reported to the Landscape Architect within six hours so that remedial action can be taken, Timeliness is critical to tree health. The cost of any remedial treatments will become the burden of the offending contracting company.
 - 9) Any grading, construction, demolition, or other work that in expected to encounter tree roots must be monitored by the Landscape Architect. Specific locations or tree tag numbers should be identified



1. SPECIMEN TREE PROTECTION FENCE
NTS



2. PROTECTED TREE PROTECTION FENCE
NTS



Drawn By: JLP
Date: 10/30/2017
Scale: 1"=40'
Revisions:
11/20/2017
12/14/2017
01/17/2018
02/07/2018
10/7/2020
01/14/2021

OWNER/DEVELOPER
NEWSTREAM COMMERCIAL
311 S. OAK STREET, SUITE 250
ROANOKE, TX 76262
Ph. 817-602-0578
Contact: MR. TROY LEWIS

16326

T.1.2

LAKESIDE CROSSING
12.00 Acres
in the
J.N. TANNEHILL SURVEY, ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

TREE SURVEY



The John R. McAdams
Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
972.435.9712
201 Country View Drive
Rockwall, Texas 75087
940.240.1812
TPE: 19762 TEPIS: 10194440
www.mcadamsco.com

LAKESIDE CROSSING

**Exhibit “B”
Development Standards**

**Planned Development District - 153 (PD-153)
Lakeside Crossing**

III. Miscellaneous Standards

~~F. PHASING: The first phase of development shall include the detention reservoirs, fire lanes, median cuts/turn lanes to support the first phase, curb cuts, and utilities within Phase 1, perimeter landscaping (Exhibit C), stream area and installation of trails around the stream. A Certificate of Occupancy shall not be issued for the first building until all of the above improvements are complete.~~

~~F. PHASING:~~

- ~~1. Phase 1 – A Certificate of Occupancy (CO) shall not be issued for the first building until all of the improvements listed below are complete.
 - ~~a. Detention reservoirs consisting of southern portion of Lot 8X, Block A, shown as Phase 1 development on Exhibit A - Concept Phasing Plan and Concept Phase 1 Site Plan.~~
 - ~~b. Phase 1 fire lanes as indicated on Exhibit A - Concept Phasing Plan and Concept Phase 1 Site Plan~~
 - ~~c. Median cuts, curb cuts, turn lanes, and site utilities necessary for Phase 1 development.~~
 - ~~d. Perimeter landscaping along FM 2499 and Northwood Drive as indicated on Exhibit B – Concept Landscape Phasing Plan.~~
 - ~~e. Re-vegetation and irrigation of disturbed areas located within Future Phases.~~
 - ~~f. There shall be 10 replacement trees and two (2) mitigation trees planted prior to acceptance of Phase 1 development. Remaining balance of \$17,250 for mitigation trees and \$15,000 for the unauthorized removal of specimen tree #3765 for a combined total of \$ 32,750 shall be paid for prior to acceptance of Phase 1 development.~~~~
- ~~2. Future Phases – Lot 1, Block A, Lot 2, Block A, Lot 3, Block A, Lot 6, Block A, and Lot 7, Block A, shall be developed as its own phase (in no particular order). The lot owner shall be responsible for installing required improvements including but not limited to landscape, hardscape, lighting, parking, fire lanes, and irrigation within each lot. A Certificate of Occupancy (CO) shall not be issued for the each buildings until all of the improvements listed above are completed.~~
- ~~3. Improvements within and adjacent to Open Space Lot (Lot 8X, Block A) must comply with Exhibit C – Improvements within and around Lot 8x (Hardscape, Landscape and Lighting Plans) attached to this ordinance must be installed prior to the issuance of a Certificate of Occupancy (CO) for the third building within this development.~~

From: [REDACTED]
To: [Poornima Kashyap](#)
Subject: NewStream Commercial Proposed Zoning Changes - Lakeside Crossing Development (ZPD20-0006)
Date: Friday, November 13, 2020 2:46:24 PM

Dear Poornima,

Thank you for your follow up email.

On Thursday, I had the opportunity to speak with Bill Leak, with Encore Luxury Homes, and his construction supervisor, the builder of the 15 luxury townhouse project which is the sole residential component of the Lakeside Crossing development project approved by the Town of Flower Mound. We discussed the proposed letter of NewStream signed by Troy Lewis, the current status of the proposal with your group and our concerns if the original amenities as set out in the originally approved master plan by NewStream are changed and how this will impact the 10 current homeowners of the Lakeside Crossing townhouse project.

By way of information, construction is ongoing with units 5 - 9 of the townhouse project. Estimate completion and occupancy is February 2021. The next phase (our phase) includes units 1 - 4 is estimated to commence in January 2021 with completion in 6 months. The final phase, units 10 - 15 will commence while our phase is ongoing.

Our concerns with the proposed zoning changes based upon our reading of the NewStream letter and review of the attachments indicate that the developer of Lakeside Crossing with delay originally agreed to amenities to the detriment of the overall development and specifically will impact the Lakeside Crossing townhouse project and its owners.

Under the original plan, Newstream committed to the Town as part of its original obligation as developer of Lakeside Crossing to install fire lanes, median and curb cuts for entry, utilities, landscaping, installation of irrigation systems and finalization of the creek area and walking trails around and through the property. Under the new proposal, NewStream now proposes to only include those amenities as it applies to buildings 4 and 5 which are the two commercial/retail buildings facing Hwy 2499 which are currently in their late stage of completion and which have ongoing and active leasing operations.

The new proposal by NewStream will severely impact the Lakeside Crossing Townhomes development. Approval of this rezoning will allow the following items to be delayed indefinitely until such time as NewStream completes the entire build out of all its pads and lease occupants are finalized. The following items will be deferred, delayed if not eliminated as NewStream to the detriment of the development.

The following items will not be finalized until builder's future decision or election:

- No fire line installation - potential security issue
- Delay completion of creek area, trails and access. This will have a serious impact on our townhome project. This will eliminate from Lakeside Crossing Townhomes to any access to building 4 and 5 retail, food and commercial establishments in these two buildings. The ADA ramps and access to each side of the bridge will not be completed, eliminating back door access from the townhouses to building 4 and 5 tenants. The creek area will remain in its current rough state and no walking trails will be installed.

Bottomline, we have learned the hard way how actions or better said inaction by the developer, NewStream Commercial have impacted our townhome project. Delays, failure to meet obligations to the Town recently in the non-payment of the "park fees" assessed to the residential portion of the overall development delayed construction of the ongoing townhome units 5 - 9 some three (3) plus months. To commence construction of the Lakeside Crossing townhome project, the builder made the "park fee payment" out of his pocket to the Town. To date, Bill Leak and Encore Luxury Homes have not been reimbursed by NewStream for payment of the park fee. The irony here is now NewStream who had the obligation to pay the 'park fee" on behalf of the development to the Town did not make the payment and now wants to delay completion of critical components of the development with may impact the safety, federal ADA mandates and amenities included in the development to make it a livable enjoyable and safe area. The potential elimination of the development of the creek area and trails that provide aesthetics critical to the beauty of the development, eliminate access to the residents to both the creek area, trails and retail, food and commercial proprietors in buildings 4 and 5. The creek area and trails are integral components and amenities to this development and a critical and key reason we as a both a lot owner for 2 1/2 years and future homeowner in the townhouse project elected to make our original purchase.

I have taken the liberty to include a few pictures of the items that NewSteam is proposing to defer or delay.

Picture 1 - Looking East from alleyway of Lakeside Crossing Townhomes showing bridge across creek area to back side of buildings 4 and 5

Picture 2 - Looking South from alleyway of townhomes showing stairs and unpaved access to creek bridge

Picture 3 - Looking East showing back side of Buildings 4 and 5

Picture 4 - Looking North showing partial ADA ramp but no completion of ADA access to creek bridge

Best regards
James

James C. Harris

International Oil and Gas Consultancy
Principal



----- Forwarded message -----

From: **James Harris** 
Date: Fri, Nov 13, 2020 at 2:25 PM
Subject: Pictures for FM planning & zoning department
To: 

From: [REDACTED]
To: [Poornima Kashyap](#)
Subject: Re: Town of Flower Mound - Zoning Change Proposal No. ZPD20-0006
Date: Monday, December 14, 2020 2:36:51 PM

Hi Poornima,

Thank you for the updated filing and plans from NewStream. Did they provide a narrative or only the plans?

From my review, the following items are either missing or not addressed. These include

- The fire lane on the north side of the property now appears to be included in Phase 1
- Phase 1 landscaping behind Lakeside Crossing Townhomes covers on townhouses unit numbers 5 - 15 in Phase 1. All 15 units (1- 15 need inclusion) in Phase 1 landscaping.
- The ADA ramps behind the townhouses are not included in the Phase 1 giving no access to the bridge which now is included in Phase 1. This may be NewStreams intention but it does not appear on their plat as being included in Phase 1 work.
- There is no access in Phase 1 to the soon to be occupied business in buildings 4 and 5 – this impacts all 15 Lakeside townhouses plus hundreds of apartment dwellers in Nexus and Overture Apartments
- Phase 1 specifically excludes both the walking trail and creek areas. These are both amenities that provide both aesthetics and recreation in the development and developer obligation. The dedicated park and trails are no longer required is Phase 1 while the required park fee of obligation of NewStream was eventually paid by the builder of Lakeside Crossing Townhomes to commence construction.

I am happy to speak with you by telephone at your convenience. If NewStream provided any letter or narrative with its recent plat filings is this available for review.

Regards
James

James C. Harris

International Oil and Gas Consultancy
Principal
[REDACTED]

From: [REDACTED]
To: [Poornima Kashyap](#)
Subject: Town of Flower Mound - Proposed Zoning Changes by NewStream Commercial - ZPD20-0006
Date: Monday, February 8, 2021 12:49:44 PM

Dear Poornima,

Thank you for your email and contact details for NewStream Commercial. On January 22, 2021, I had the opportunity to have a Zoom meeting with both Tim Nystrom, President & CEO of NewStream and Troy Lewis, Vice-President of Acquisitions & Development. Highlights of our meeting as it concerns the Lakeside Crossing Development are listed below:

Highlights:

- Sales of three (3) pad sites have fallen through in 2020 due to COVID-19
- Budget is very tight and any expenses will potentially cause "debt" issues for NewStream per Tim. NewStream is budget constrained and has only minimal funds to do any additional discretionary work.
- In the proposed revised Phase 1, NewStream only wants to undertake amenities, lighting, the park and trails in future Phases going forward and have this work dependent upon pad sales and dependent upon pending approval by Town, construction and occupancy permits.
- Currently, Town will not sign off on certificates of occupancy for buildings 4 and 5 until Phase 1 and Phase 2 revised proposal under review by Town P&Z and need approval by Town Council
- In NewStream's revised Phase 1 proposal, NewStream will agree to install the fire lane along the North side of development
- In revised Phase 1, HWY 2499 landscaping and entry cuts to road will be installed
- In revised Phase 1, minimal landscaping facing Northwood Drive fronting parking lot north of Lakeside Crossing townhomes will be installed
- NewStream does not want to include in the proposed revised Phase 1, access to the existing ADA access ramp to the bridge. This ADA ramp is installed but ends in grass. NewStream does not want to spend funds to complete access on the West side of the

bridge nor install a temporary sidewalk from the east side of the bridge for pedestrian or ADA access to buildings 4 and 5.

- During our conversation, Troy suggested constructing a temporary sidewalk from the East side of the bridge to the parking lot of Buildings 4 and 5 for both ADA and pedestrian access. Estimated cost would be \$30K. I advised Tim that this was one of the necessary amenities, ADA required and one of the reasons we purchased Lot 4 and other homeowners purchased lots in the Townhome development for access to shops, restaurants, etc.
- Troy with NewStream indicated that the existing east-west sidewalk along the north side of Unit 1 of Lakeside Crossing Townhomes could be hooked up to ADA ramp but no definitive plan from there to bridge. Tim was non-committal on the timing of this in Phase 1.
- Tim wants this zoning amendment resolved and receives the Certificates of Occupancy for building 4 and 5 finished within 60 days.

I have again spoken with Bill Leak, builder of the Lakeside Crossing Townhome and along with the additional 9 lot owners of the project, we again express our concerns with the potential lack of funds by NewStream dedicated to Lakeside Crossing development. Approval of any certificates of occupancy for buildings 4 and 5 without specifically addressing the required obligations of NewStream in any agreed to revised Phase 1 work commitment (and definitive additional Phases) to the overall development of the Lakeside Crossing may have the potential for long term damage to this development both financially and aesthetically. If the Planning and Zoning department and Town Council is considering these revisions to the original plans for the development, we recommend that NewStream provide assurances of the financial viability of the development by posting a financial bond or deposit funds for this development for deferred work previously agreed to as its commitment to the original Lakeside Crossing development. This would help ensure the financial viability of the development and protect the Town, the development and current 10 homeowners of the Lakeside Crossing Townhomes in the event unforeseen financial events occur.

Please do not hesitate to contact me if you have any questions.

Regards

James

James C. Harris

International Oil and Gas Consultancy

Principal

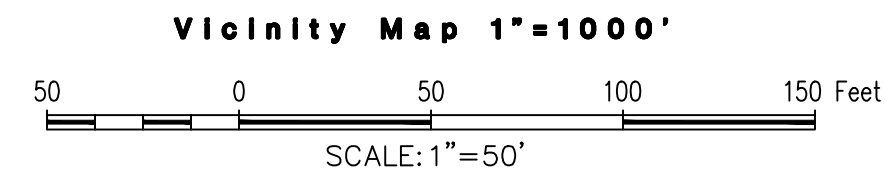


Total Parking – Complete Development Buildout

SCHEDULE OF MIXED USE PARKING - PERCENTAGES

FUTURE PARKING TABLE – LAKESIDE CROSSING		
Physical Address	TBD	
Gross Site Area	12,000 A; 522,720 SF	
Net Site Area	12,000 A; 522,720 SF	
Parking Summary		
	Required	Provided
Surface Parking		
Retail – 1 space per 250 Square Feet		
Office – 1 space per 300 Square Feet		
Hotel – 1 per lodging room		
Hotel Conference Area – 1 space per 150 SF		
Restaurant – 1 space per 75 SF		

LAKESIDE CROSSING		
	Required	Provided
Phase I Parking	169	256
Phase I Parking – Northwood	0	18
Total Parking – all uses @ Buildout	426	465



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

GENERAL NOTES:

1. DEVELOPMENT OF FUTURE PHASES IS SUBJECT TO ORDINANCE 25-17 AND APPROVED SITE PLANS. (SEE MARKUPS).
2. REFER TO CONCEPTUAL SITE PLAN FOR 3' CONCRETE TEMPORARY SIDEWALK TO BE CONSTRUCTED FROM THE PEDESTRIAN BRIDGE TO BUILDINGS 4&5.

**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

3PE: 19762 TBPLS: 10194444
www.gacon.com
www.mcadamsco.com



LAKESIDE CROSSING
Lot 1-7 & 8X, Block A
LAKESIDE CROSSING

10.910 Acres

in the
J.N. TANNEHILL SURVEY, ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

CONCEPT PHASING PLAN

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 DOLLAH, JR.
P.E. #86898
DATE 4/8/2021

Drawn By: AR
Date: 10/30/2017
Scale: 1"=50'
Revisions:
10/07/2020
01/26/2021
04/08/2021

16326

OWNER/DEVELOPER
NEWSTREAM COMMERCIAL
311 S. OAK STREET, SUITE 250
ROANOKE, TX 76262
Ph. 817-602-0578
Contact: MR. TROY LEWIS

C3.1

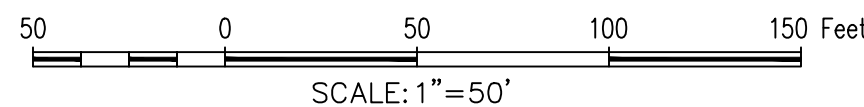
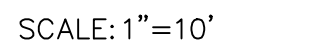


*274 (256 on-site + 18 on-street parking spaces)

Total Parking – Complete Development Buildout

*465(447 on-site + 18 on-street parking spaces)

LAKESIDE CROSSING		
	Required	Provided
Phase I Parking	169	256
Phase I Parking – Northwood	0	18
Total Parking – all uses @ Buildout	426	465



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 RADI SHALL BE 3.0 FEET UNLESS OTHERWISE NOTED.
5. ALL PARKING SPOTS ARE 9.0' WIDE UNLESS OTHERWISE NOTED.
6. THE LOCATION OF THE EXISTING UTILITIES SHOWN IS APPROXIMATE, THE CONTRACTOR IS TO FIELD VERIFY LOCATION AND DEPTH PRIOR TO CONDUCTING ANY WORK.
7. ALL RETAINING WALLS ARE TO BE CLAD IN A MATERIAL THAT MATCHES THE PROPOSED BUILDINGS.
8. THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY WHETHER INDICATED ON THESE PLANS OR NOT.
9. ALL BUILDING MOUNTED UTILITY OR EQUIPMENT BOXES SHALL BE SCREENED FROM A STREET VIEW BY A MINIMUM SIX FOOT HIGH SCREENING DEVICE. WHETHER SHOWN IN THESE PLANS OR NOT, SUCH SCREENING DEVICE SHALL CONSIST EITHER OF PLANT MATERIAL OR A SCREENING WALL CONSTRUCTED OF OR FINISHED WITH A MATERIAL TO MATCH THE BUILDING, PROVIDED HOWEVER THAT WOOD FENCING OR SCREENING SHALL BE PROHIBITED, THIS RELATES TO ONLY THE NORTHERN, SOUTHERN AND WESTERN BUILDING FACADES, SINCE THESE ARE THE ONLY FACADES ABUTTING A STREET.
10. 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 OF FLOWER MOUND REGULATIONS.
11. THE DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIAL OF THE MAIN BUILDING.
12. A TxDOT PERMIT WILL BE REQUIRED BEFORE ANY WORK CAN OCCUR WITHIN THE TxDOT RIGHT-OF-WAY.
13. REFER TO THE PAVING PLAN FOR ADDITIONAL INFORMATION REGARDING THE PROPOSED TURN LANES.
14. 3' CONCRETE TEMPORARY SIDEWALK TO BE CONSTRUCTED FROM THE PEDESTRIAN BRIDGE TO BUILDINGS 4&5.

LAKESIDE CROSSING

**Lot 1-7 & 8X, Block A
LAKESIDE CROSSING**

10.910 Acres

JUN. TANNEHILL SURVEY, ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

CONCEPT SITE PLAN

PRELIMINARY PLANS

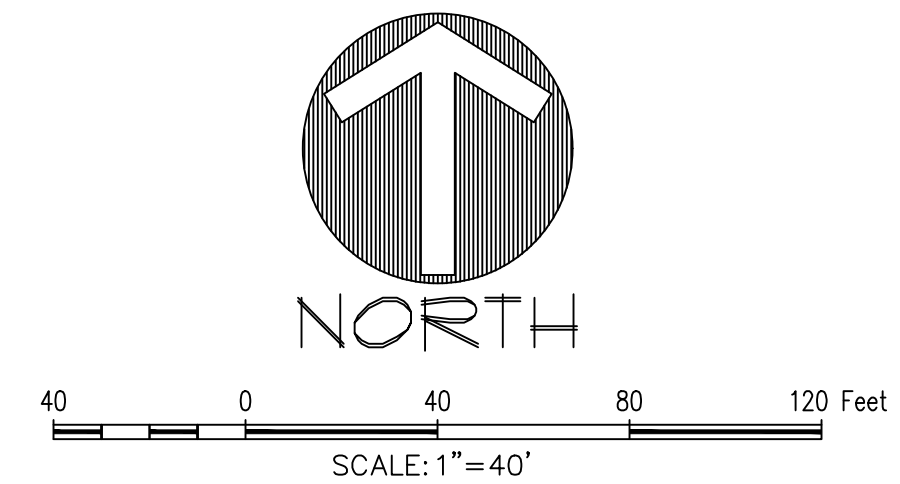
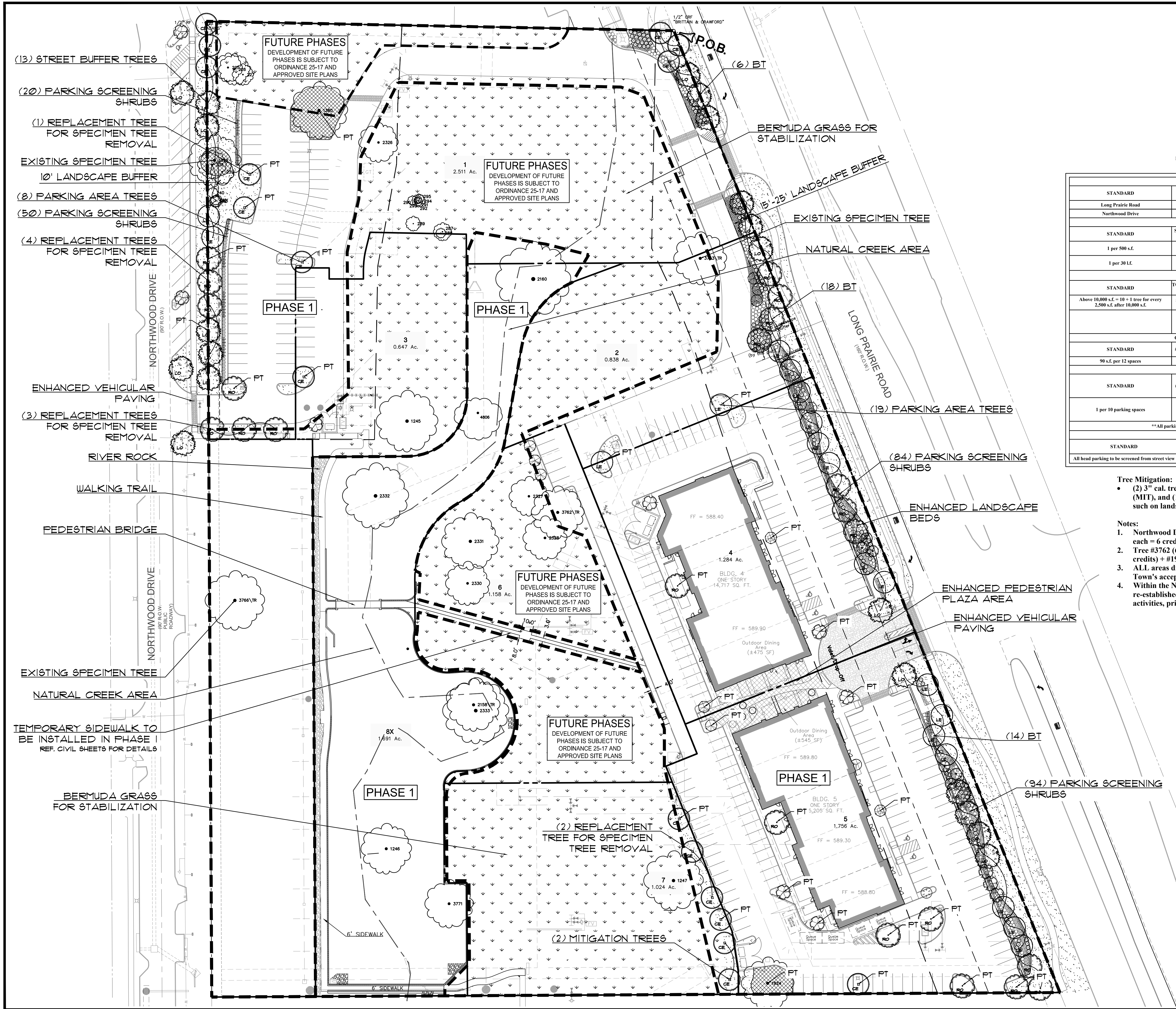
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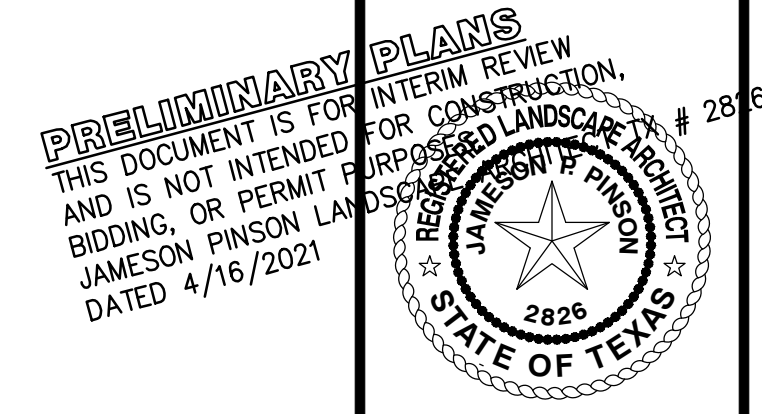
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ROANOKE, TX 76262
Ph. 817-602-0578
Contact: MR. TROY LEWIS

C3.2



LANDSCAPE REQUIREMENT COMPLIANCE TOWN OF LOWER MOUND Lakeside Crossing				
STREET BUFFER LANDSCAPING				
STANDARD		OVERALL REQUIRED BUFFER WIDTH	PROVIDED	
Long Prairie Road		25 ft.	15-25 ft.	
Northwood Drive		10 ft.	10 ft.	
OVERALL STREET BUFFER TREES				
STANDARD	STREET FRONTAGE (LINEAR FEET)	OVERALL REQUIRED	PROVIDED PHASE 1	PROVIDED FUTURE PHASES
1 per 500 s.f.	Long Prairie Rd. - 18,657 s.f.	38 trees (3" cal.)	38 trees (3" cal.)	n/a
1 per 30 L.F.	Northwood Dr. - 380 L.F.	13 trees (3" cal.)	13 trees (3" cal.)	n/a
STREET YARD TREES				
STANDARD	TOTAL STREET YARD (SQUARE FEET)	OVERALL REQUIRED	PROVIDED PHASE 1	PROVIDED FUTURE PHASES
Above 10,000 s.f. = 10 + 1 tree for every 2,500 s.f. after 10,000 s.f.	82,740 s.f. along Long Prairie Rd.	39 trees (3" cal.)	32 of 39 trees (3" cal.) + 2 existing specimen tree	13 of 39 trees (3" cal.)
	61,206 s.f. along Northwood Dr.	31 trees (3" cal.)	22 of 31 trees (3" cal.) + 3 existing specimen + 9 protected trees	4 of 31 trees (3" cal.)
OVERALL PARKING AREA LANDSCAPING				
STANDARD	# OF PARK. SPACES	OVERALL REQUIRED	PROVIDED PHASE 1	PROVIDED FUTURE PHASES
90 s.f. per 12 spaces	446 parking spaces	4,372 s.f.	6,145 of 4,372 s.f.	6,114 of 4,372 s.f.
PARKING AREA TREES				
STANDARD	# OF PARK. SPACES	OVERALL REQUIRED	PROVIDED PHASE 1 (274 SPACES)	PROVIDED FUTURE PHASES (191 SPACES)
1 per 10 parking spaces	465 parking spaces	47 trees (3" cal.)	18 trees (3" cal.) + 7 ornamental trees + 2 existing trees	16 trees (3" cal.) + 7 ornamental trees + 4 existing trees
**All parking spaces to be located within a 50 ft. avg. of parking lot tree.				
PARKING AREA SCREENING				
STANDARD		Landscape Berm or Screening Shrubs	PROVIDED PHASE 1	PROVIDED FUTURE PHASES
All head parking to be screened from street view		3' ht. screen	Screening shrubs (3' ht.)	n/a

- Tree Mitigation:
- (2) 3" cal. trees to be planted in Phase 1, called out on landscape plan as (MIT), and (10) replacement trees for specimen tree removal, labeled as such on landscape plan.
- Notes:
- Northwood Dr. Street Buffer Trees: #1379, 238, 240, 241, 242, 243 (1 credit each = 6 credits) + 7 new trees (3" cal.) = 13 landscape buffer trees
 - Tree #3762 (6 credits) + #2159 (6 credits) + #3762 (5 credits) + #1247 (4 credits) + #1924 (5 credits) + 47 new trees = 73 parking trees
 - ALL areas disturbed by construction shall be re-vegetated prior to the Town's acceptance of Phase 1.
 - Within the Natural Creek Area, native and riparian plant material shall be re-established if impacted by clearing and grubbing or construction activities, prior to the Town's acceptance of Phase 1.



OWNER/DEVELOPER
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Ph. 817-602-0578
Contact: MR. TROY LEWIS

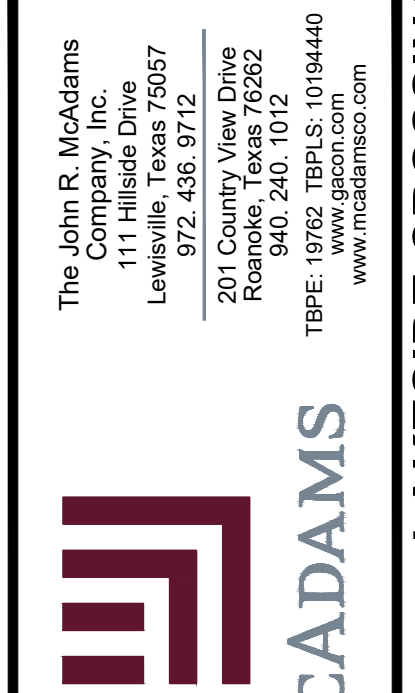
LAKESIDE CROSSING
Lot 1-7, 8X, Block A
LAKESIDE CROSSING
in the
10,970 Acres
J.N. TANNEHILL SURVEY, ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

CONCEPT PHASE I
LANDSCAPE PLAN

Drawn By: MH
Date: 10/30/2017
Scale: 1"=40'
Revisions:
11/20/2017
12/14/2017
01/17/2018
02/07/2018
9/17/2018
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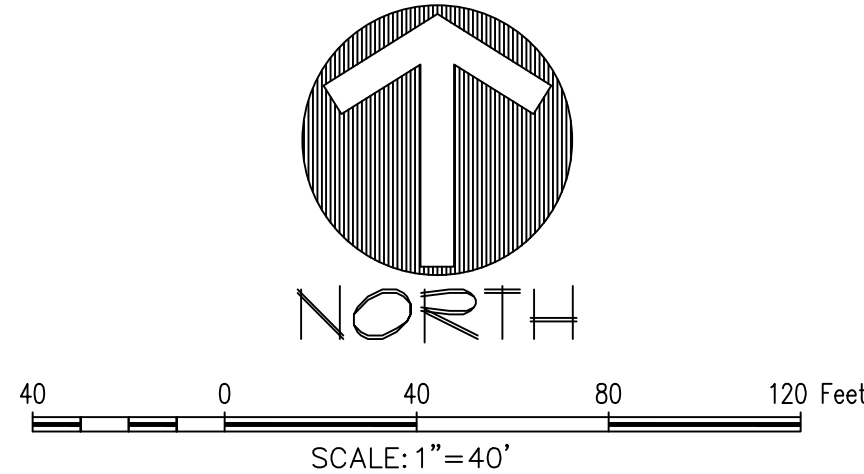
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CLP



LAKESIDE CROSSING

FILE: Z:\2016\VAZCO\Drawings\KANSAS\ZONING EXHIBITS\VEHICLE PLAN
Plotted: 4/16/2021 2:58 PM, by: mclauder



LEGEND

	TYPE (A) STAMPED AND STAINED PATTERN CONCRETE ° PATTERN: COBLESTONE COLOR: BASE - U26 LAMON STONE, RELEASE - R22 STORM GRAY
	TYPE (B) STAMPED AND STAINED PATTERN CONCRETE ° PATTERN: TETRA STONE COLOR: BASE - U10 SONORAN TAN, RELEASE - R14 WALNUT
	TYPE (C) STAINED CONCRETE ° PATTERN: TROVEL FINISH BUFFED CONCRETE BASE COLOR - P22 ARENA BUFF, ACCENT COLOR - P23 SMOKE
	TYPE (D) BROOM FINISH CONCRETE SIDEWALK
	TYPE (E) STAINED CONCRETE ° PATTERN: TROVEL FINISH ACID WASH BASE COLOR - P22 ARENA BUFF, ACCENT COLOR - P23 SMOKE
	TYPE (F) ALAMO STONE (Provenciel Collection) COGNAC BROWN PATIO BANDING STONE SIZE - 12" x 12" x 2" POOL COPING - 2" THICKNESS
	TYPE (G) IPE DECKING
	TYPE (H) CRUSHED GRANITE

- 6' BROOM FINISH CONCRETE SIDEWALK (PHASE I)
- RIVER ROCK (PHASE I)
- PEDESTRIAN BRIDGE (PHASE I)
- MAINTENANCE RAMP (PHASE I)
- PEDESTRIAN BENCH AND TRASH RECEPTACLE (PHASE I)
- STEPS TO NATURAL AREA (FUTURE PHASE)
- 6' BROOM FINISH CONCRETE SIDEWALK (PHASE I)
- RETAINING WALL (PHASE I)
- 6' BROOM FINISH CONCRETE SIDEWALK (PHASE I)
- ORNAMENTAL METAL FENCE (PHASE I)

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
AND IS NOT INTENDED FOR CONSTRUCTION,
BIDDING, OR PERMIT PURPOSES.
JAMESON PINSON LANDSCAPE ARCHITECTS
2826
STATE OF TEXAS
DATED 4/16/2021

OWNER/DEVELOPER
NEWSTREAM COMMERCIAL
311 S. OAK STREET, SUITE 250
ROANOKE, TX 76262
Ph. 817-602-0578
Contact: MFL TROY LEWIS

LAKESIDE CROSSING
Lot 1-7, 8X, Block A
LAKESIDE CROSSING
in the
10.910 Acres
J.N. TANNEHILL SURVEY, ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

ZONING EXHIBIT
HARDSCAPE PLAN

Drawn By: JLP
Date: 10/30/2017
Scale: 1" = 40'
Revisions:
11/20/2017
12/14/2017
01/17/2018
02/07/2018
9/17/2018
10/7/2020

16326

L1.0

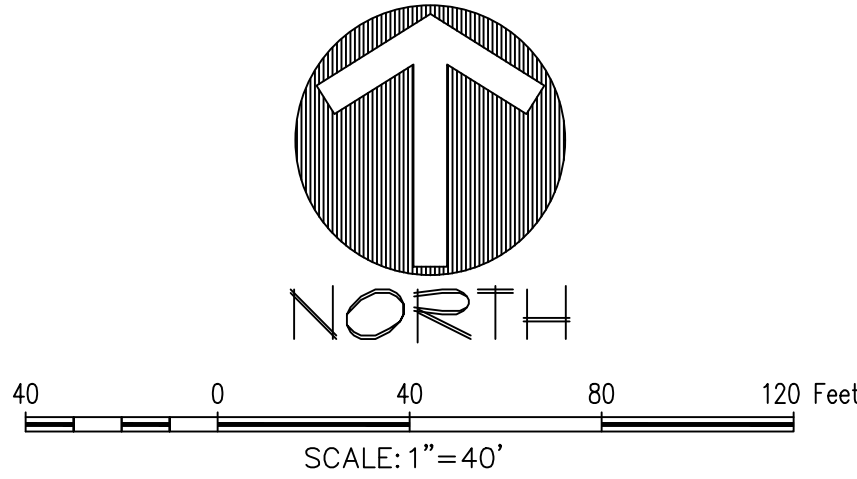
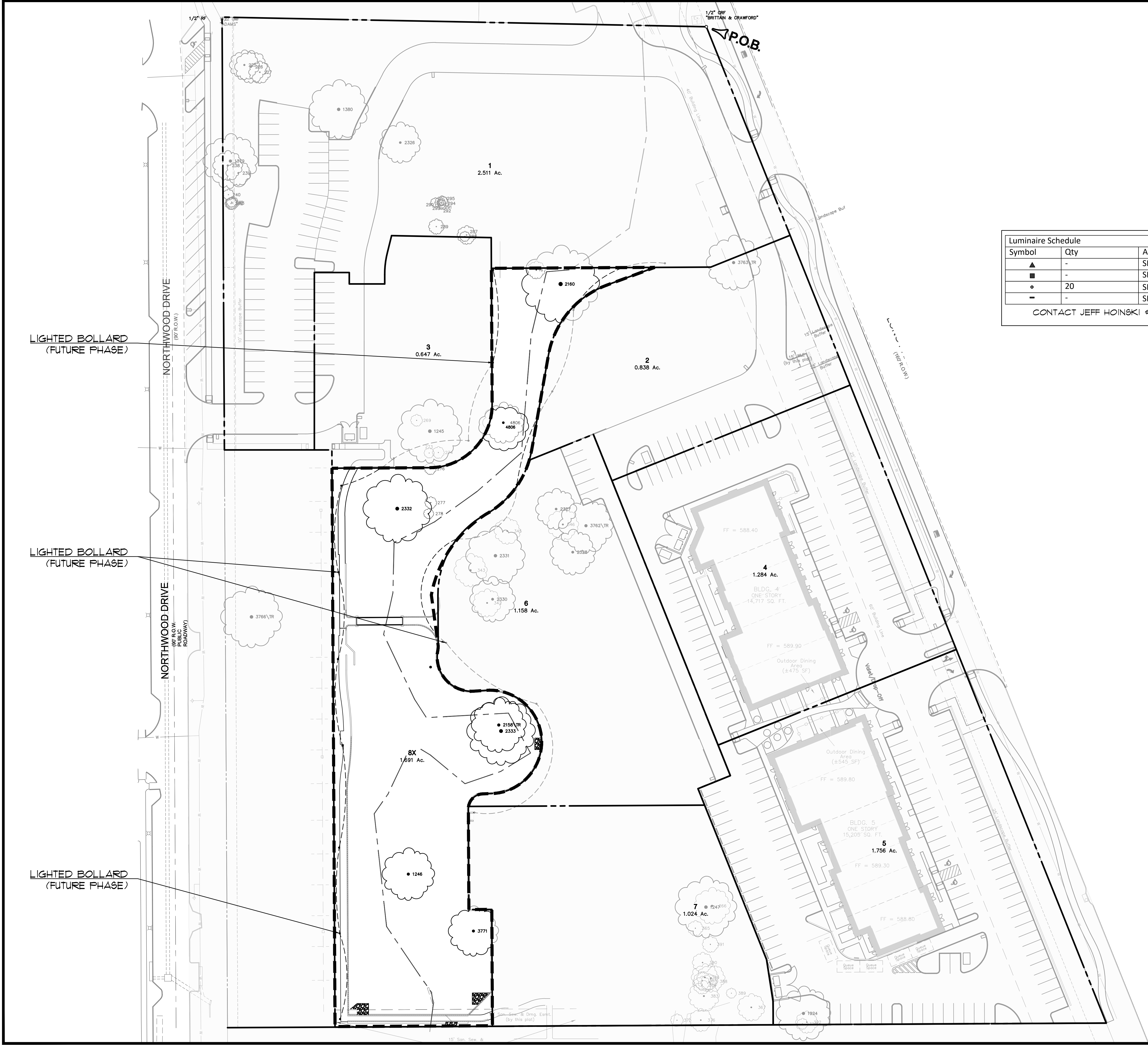
The John B. McAdams
Company, Inc.
(DBA, G&A McAdams)
111 Hildebrand Drive
Lewisville, Texas 75057
972.336.9712
201 Country View Drive
Round Rock, Texas 78662
TBP#: 07962 TBP#: S - 10194440
www.mcadamsco.com



McADAMS

LAKESIDE CROSSING

File: Z:\2016\VAZCO\Drawings\KARMA\ME-ZONING EXHIBITS\REVISED LIGHTING PLAN
Plotted: 4/8/2021 3:52 PM, by: J. Hoinski, Mgr. Scale: 1/8"=40' 11/11/2021 3:51 PM, by: mclauder



Luminaire Schedule			
Symbol	Qty	Arrangement	Description
▲	-	SINGLE	SLS-GEM-6-2-3-X LED GIM OPEN 120* WIDE FLOOD-1
■	-	SINGLE	SLS-GEM-6-1-3-X LED GIM OPEN120* WIDE FLOOD-1
●	20	SINGLE	LIGHTED BOLLARD
—	-	SINGLE	RECTANGLE STEP LIGHT 12V
CONTACT JEFF HOINSKI @ JHOINSKI@SITELIGHTINGSOLUTIONS-USA.COM FOR PRICING			

McADAMS

The John R. McAdams Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
972-465-8400
201 Country Club Drive
Roanoke, Texas 76262
940-240-1012
TBE: 19762 TBE/LS: 1019440
www.mcadamsco.com

LAKESIDE CROSSING
Lot 1-7, 8X, Block A
LAKESIDE CROSSING
in the
10.910 Acres
J.N. TANNEHILL SURVEY, ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

ZONING EXHIBIT
LIGHTING PLAN

PRELIMINARY PLANS
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JAMESON PINSON LANDSCAPE ARCHITECTS
DATED 4/8/2021

2826
JAMESON PINSON
LANDSCAPE ARCHITECTS
STATE OF TEXAS

Drawn By: JLP
Date: 10/30/2017
Scale: 1"=40'
Revisions:
11/20/2017
12/14/2017
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09/22/2020

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ROANOKE, TX 76262
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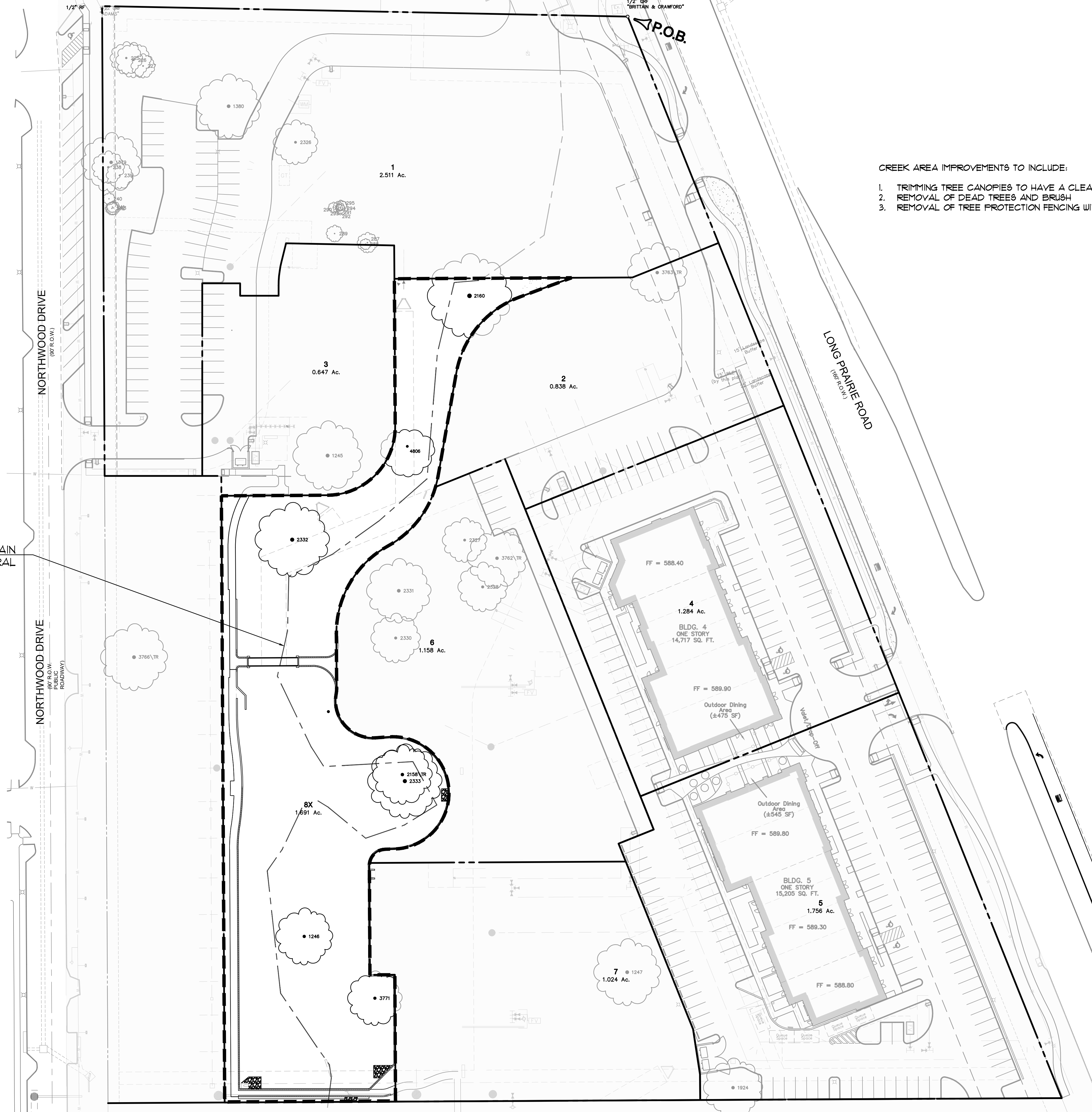
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LAKESIDE CROSSING

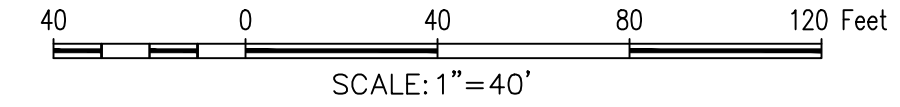
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Plotted: 4/16/2021 2:46 PM, by: mclauder

CREEK AREA TO REMAIN NATURAL



CREEK AREA IMPROVEMENTS TO INCLUDE:

1. TRIMMING TREE CANOPIES TO HAVE A CLEAR HEIGHT OF 8FT
2. REMOVAL OF DEAD TREES AND BRUSH
3. REMOVAL OF TREE PROTECTION FENCING WITHIN LOT 8X



PLANT LEGEND



PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
AND IS NOT INTENDED FOR CONSTRUCTION,
BIDDING, OR PERMIT PURPOSES. LANDSCAPE ARCHITECT
JAMESON PINSON LANDSCAPE ARCHITECTS, P.C.
DATED 4/16/2021

The John R. McAdams
Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
972.658.1111
201 Custer Road, Suite 100
Roanoke, Texas 76262
940.240.1012
TBE: 19762 TBEPLS:10194440
www.mcadamsco.com



MCADAMS

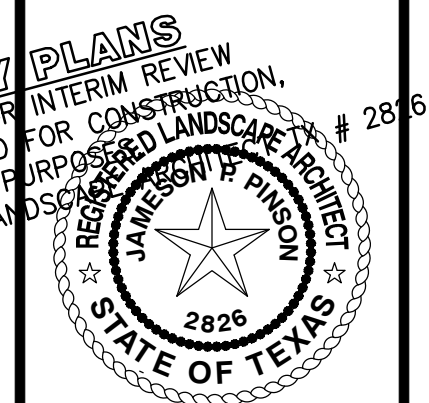
LAKESIDE CROSSING
Lot 1-7, 8X, Block A

LAKESIDE CROSSING

10.910 Acres

in the
J.N. TANNEHILL SURVEY, ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

ZONING EXHIBIT
LANDSCAPE PLAN



Drawn By: JLP
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ROANOKE, TX 76262
Ph. 817-602-0576
Contact: MR. TROY LEWIS

16326

L2.0

LAKESIDE CROSSING

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 25-17, WHICH ESTABLISHED PLANNED DEVELOPMENT DISTRICT NO. 153 (PD-153) ON CERTAIN PROPERTY DESCRIBED AS APPROXIMATELY 10.91 ACRES OF LAND AND BEING ALL OF LOT 1, BLOCK A; LOT 2, BLOCK A; LOT 3, BLOCK A; LOT 4, BLOCK A; LOT 5, BLOCK A; LOT 6, BLOCK A; LOT 7, BLOCK A; AND LOT 8X, BLOCK A, OF THE LAKESIDE CROSSING ADDITION BY MODIFYING DEVELOPMENT STANDARDS RELATED TO OPEN SPACE REQUIREMENTS AND PHASING; AND BY ADDING CONCEPT PHASING PLAN, CONCEPT PHASE 1 SITE PLAN, CONCEPT PHASE 1 LANDSCAPE PLAN, CONCEPT HARDSCAPE PLAN FOR LOT 8X, AND CONCEPT LIGHTING PLAN FOR LOT 8X; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; 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 10.91 acres of land and being all of Lot 1, Block A; Lot 2, Block A; Lot 3, Block A; Lot 4, Block A; Lot 5, Block A; Lot 6, Block A; Lot 7, Block A; and Lot 8x, Block A, of the Lakeside Crossing Addition, Denton County, Texas applied for a Zoning Planned Development amendment to amend Ordinance No. 25-17 for Planned Development District No. 153 (PD-153); and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on March 22, 2021, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on April 19, 2021, 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:

10.91 acres of land and being all of Lot 1, Block A, Lot 2, Block A, Lot 3, Block A, Lot 4, Block A, Lot 5, Block A, Lot 6, Block A, Lot 7, Block A, and Lot 8x, Block A, of the Lakeside Crossing Addition, Denton County and Tarrant County, Texas.

- A. Exhibit "B," entitled "Development Standards," for Planned Development District No. 153 (PD-153), as amended, is hereby amended by adding 8a. to Paragraph I.G., "Open Space Requirements," to read as follows:

"G. OPEN SPACE REQUIREMENTS

- 8a. The open space area designated as Lot 8x, Block A, as amended shall require bi-annual maintenance by the Property Owners' Association to ensure proper functioning of the detention facility as outlined in Paragraph III.F.5."

- B. Exhibit "B," entitled "Development Standards," for Planned Development District No. 153 (PD-153), as amended, is hereby amended by replacing Paragraph III.F., "Phasing," to read as follows:

"F. PHASING:

1. Phase 1: A Certificate of Occupancy (CO) shall not be issued to the first building until all of the improvements listed below are complete.
 - a. Detention reservoirs consisting of southern portion of Lot 8x, Block A, as indicated on Exhibit A - Concept Phasing Plan and Exhibit B - Concept Phase 1 Site Plan.
 - b. Lot 8x shall be cleared of all debris/trash and disturbed areas shall be re-established with native or riparian plant material.
 - c. Phase 1 fire lanes as indicated on Exhibit A - Concept Phasing Plan and Exhibit B - Concept Phase 1 Site Plan.
 - d. Median cuts, curb cuts, turn lanes, and site utilities necessary for Phase 1 development.

- e. Perimeter landscaping along FM 2499 and Northwood Drive as indicated on Exhibit C - Concept Phase 1 Landscape Plan.
 - f. Six-foot sidewalk located within Lot 8x, Block A, and associated safety railings/ornamental fence, river rock along this sidewalk, southern portion of a six-foot sidewalk located within Lot 3, Block A that connects the sidewalk from Lot 8x, Block A to Lot 1, Block A, pedestrian bridge, pedestrian bench, trash receptacle, maintenance ramp, and retaining walls as indicated on Exhibit D – Concept Hardscape Plan for Lot 8x.
 - g. Re-vegetation and irrigation of disturbed areas located within Future Phases.
 - h. There shall be ten (10) replacement trees and two (2) mitigation trees planted prior to acceptance of Phase 1 development. Remaining balance of \$22,125 for mitigation trees and \$15,500 for the unauthorized removal of specimen tree #3765 for a combined total of \$ 36,625 shall be paid for prior to acceptance of Phase 1 development.
2. Intermediate Phase: A Certificate of Occupancy (CO) shall not be issued to the third building fully constructed within this development until all the improvements listed below are complete.
- a. Installation of improvements within Lot 8x, Block A, as indicated on Exhibit E – Concept Lighting Plan for Lot 8x.
3. Future Phases: Lot 1, Block A, Lot 2, Block A, Lot 3, Block A, Lot 6, Block A, and Lot 7, Block A, shall be developed as its own phase (in no particular order). The lot owner shall be responsible for installing required improvements including but not limited to landscape, hardscape, lighting, parking, fire lanes, and irrigation within each lot. More particularly, pedestrian bench and trash receptacles shall be required within Lot 2, Block A; Lot 3, Block A; and Lot 7, Block A. In addition to this, steps to the natural area located within Lot 7, Block A must be constructed with the development of Lot 7, Block A. A Certificate of Occupancy (CO) shall not be issued to any building

until all of the improvements listed above are completed.

4. Any area within Lot 8x, Block A, disturbed/impacted due to construction activity shall be re-established with native and riparian plant material prior to the issuance of a Certificate of Occupancy (CO) to a building in each phase listed in F.3. above.
 5. The plans submitted to the Town for each phase shall include engineering plans for the detention facility/drainage easement that meet the following criteria:
 - a. The detention facility shall be designed to provide adequate storage to detain the required volume for all storm events up to a 100-year storm, as indicated by a routing analysis.
 - b. The detention facility shall have sufficient gradient to ensure positive drainage to the outlet structures so as to avoid nuisance conditions including, but not limited to standing water, odors, insects, and weeds.
 - c. All detention facilities shall have a minimum of one-foot (1') of freeboard above the water surface elevation of the required runoff storage.
 - d. All detention facilities must be designed to drain within 36 hours of the storm event."
- C. Ordinance No. 25-17, is hereby amended to add a Concept Phasing Plan attached hereto as Exhibit "A" and incorporated herein.
- D. Ordinance No. 25-17, is hereby amended to add a Concept Phase 1 Site Plan attached hereto as Exhibit "B" and incorporated herein.
- E. Ordinance No. 25-17, is hereby amended to add a Concept Phase 1 Landscape Plan attached hereto as Exhibit "C" and incorporated herein.
- F. Ordinance No. 25-17, is hereby amended to add a Concept Hardscape Plan for Lot 8x attached hereto as Exhibit "D" and incorporated herein.
- G. Ordinance No. 25-17, is hereby amended to add a Concept Lighting Plan for Lot 8x attached hereto as Exhibit "E" 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. 25-17 for Planned Development District No. 153 (PD-153), 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.

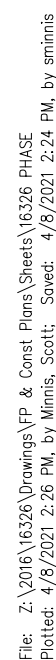
DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 19TH DAY OF APRIL, 2021.

APPROVED:

Steve Dixon, MAYOR

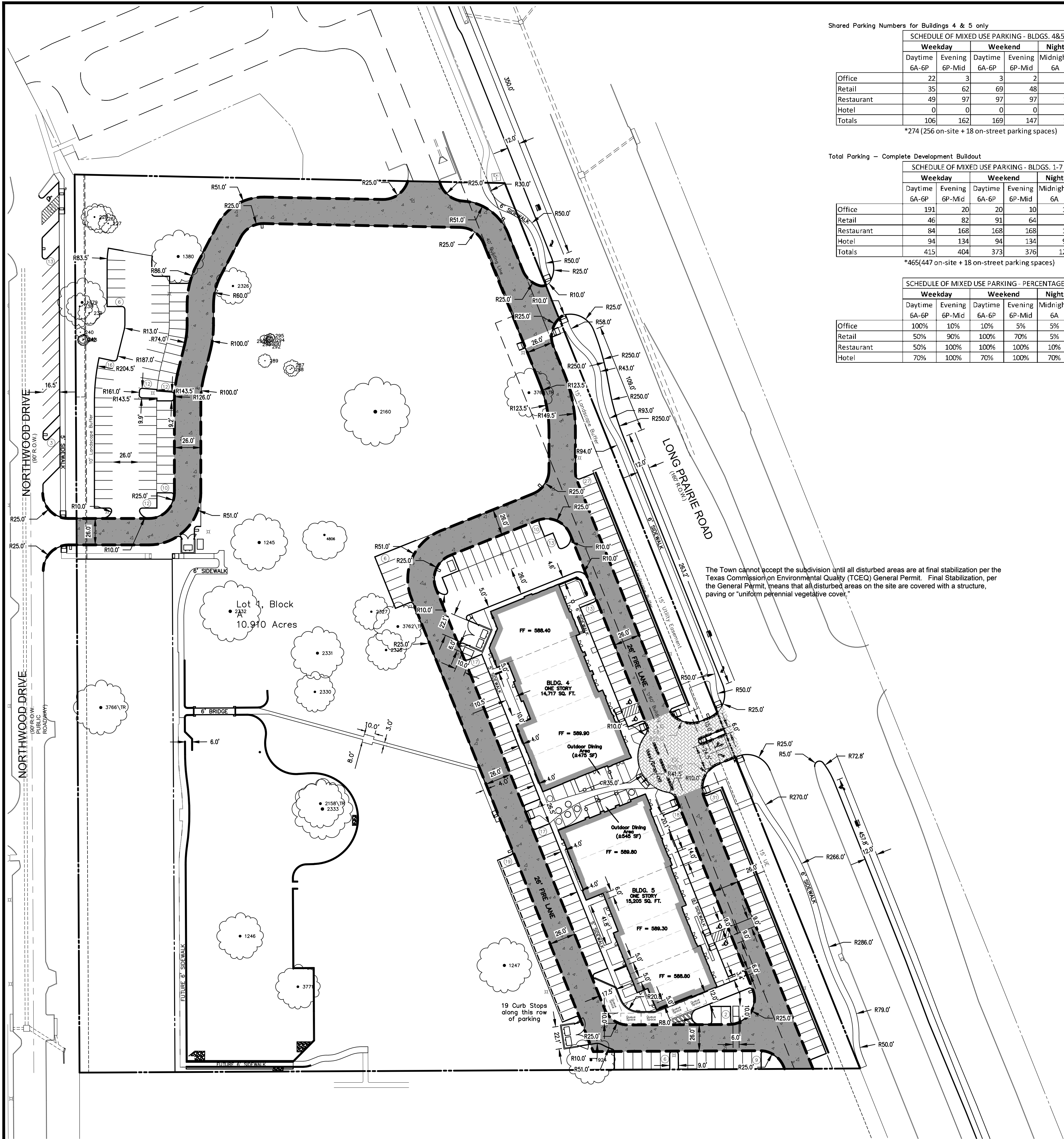
ATTEST:

Theresa Scott, TOWN SECRETARY



OWNER/DEVELOPER
NEWSTREAM COMMERCIAL
311 S. OAK STREET, SUITE 250
ROANOKE, TX 76262
Ph. 817-802-0578
Contact: MR. TROY LEWIS

Fig. 2: 2/10/2016 1:52 PM (Drawn by) TP & Carol Pina (Sheet) 14326 SITE
Printed: 4/8/2021 2:47 PM, by Maria Scott. Source: 4/8/2021 2:33 PM, by Maria



Shared Parking Numbers for Buildings 4 & 5 only

SCHEDULE OF MIXED USE PARKING - BLDGS. 4&5					
	Weekday		Weekend		Night
	Daytime	Evening	Daytime	Evening	
	6A-6P	6P-Mid	6A-6P	6P-Mid	6A
Office	22	3	3	2	2
Retail	35	62	69	48	4
Restaurant	49	97	97	97	10
Hotel	0	0	0	0	0
Totals	106	162	169	147	16

*274 (256 on-site + 18 on-street parking spaces)

Total Parking - Complete Development Buildout

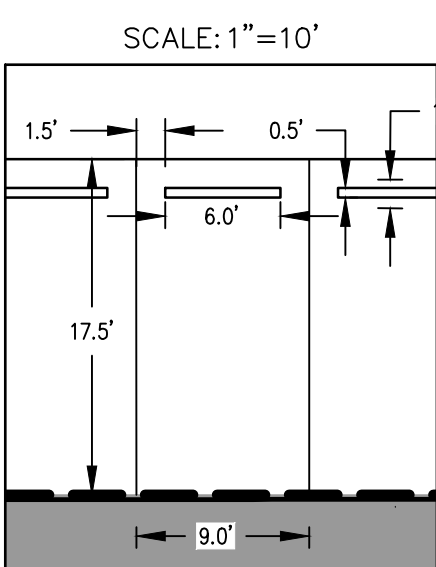
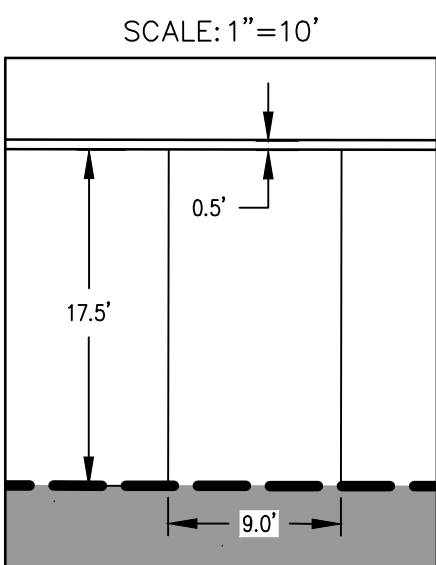
SCHEDULE OF MIXED USE PARKING - BLDGS. 1-7					
	Weekday		Weekend		Night
	Daytime	Evening	Daytime	Evening	
	6A-6P	6P-Mid	6A-6P	6P-Mid	6A
Office	191	20	20	10	10
Retail	46	82	91	64	5
Restaurant	84	168	168	168	17
Hotel	94	134	94	134	94
Totals	415	404	373	376	126

*465 (447 on-site + 18 on-street parking spaces)

SCHEDULE OF MIXED USE PARKING - PERCENTAGES					
	Weekday		Weekend		Night
	Daytime	Evening	Daytime	Evening	
	6A-6P	6P-Mid	6A-6P	6P-Mid	6A
Office	100%	10%	10%	5%	5%
Retail	50%	90%	100%	70%	5%
Restaurant	50%	100%	100%	100%	10%
Hotel	70%	100%	70%	100%	70%

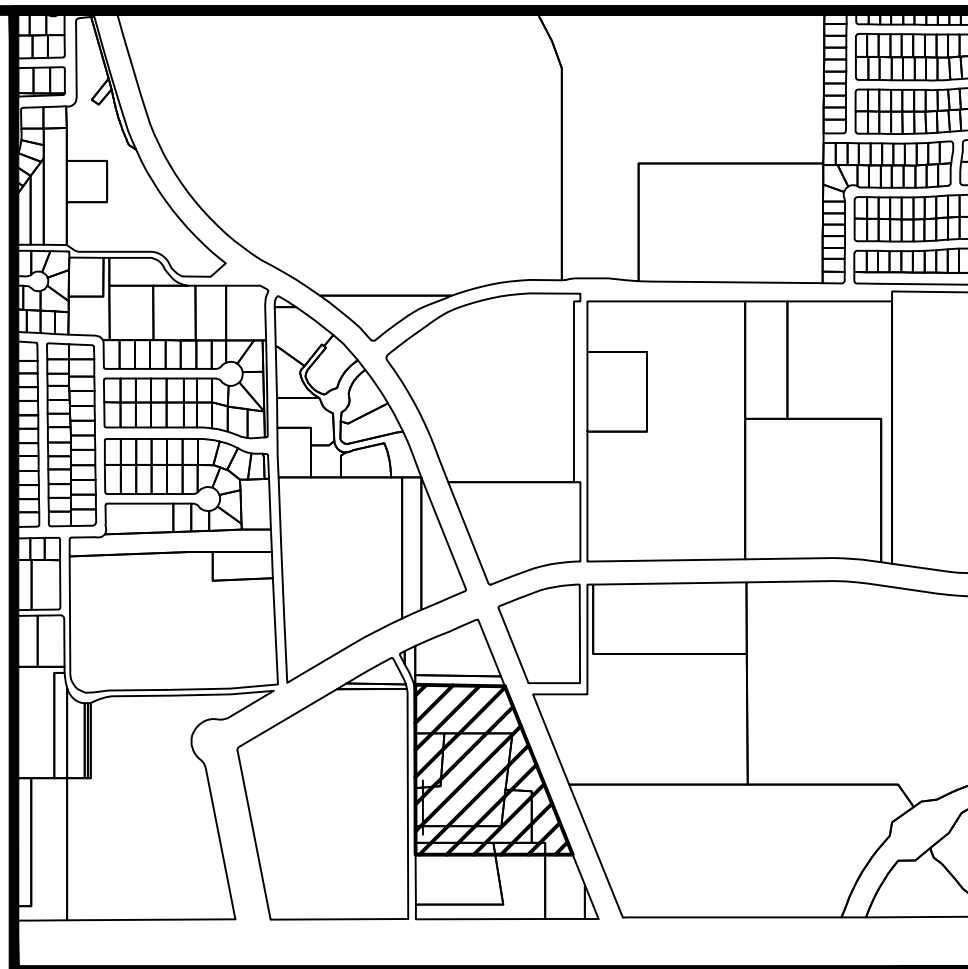
FUTURE PARKING TABLE - LAKESIDE CROSSING		
Physical Address	TBD	
Gross Site Area	12,000 A; 522,720 SF	
Net Site Area	12,000 A; 522,720 SF	
Parking Summary		
	Required	Provided
Surface Parking		
Retail - 1 space per 250 Square Feet		
Office - 1 space per 300 Square Feet		
Hotel - 1 per lodging room		
Hotel Conference Area - 1 space per 150 SF		
Restaurant - 1 space per 75 SF		

LAKESIDE CROSSING		
Phase I Parking	169	256
Phase I Parking - Northwood	0	18
Total Parking - all uses @ Buildout	426	465



NOTES:

- CONTRACTOR IS TO CONTACT THE TOWN'S TREE ARBORIST PRIOR TO THE START OF CONSTRUCTION TO OBTAIN TREE PRESERVATION REQUIREMENTS DURING CONSTRUCTION.
- ALL PAVEMENT DIMENSIONS SHOWN ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
- ALL SIDEWALK DIMENSIONS SHOWN ARE TO THE EDGE OF PAVEMENT UNLESS OTHERWISE SHOWN.
- ALL RADII ARE 3.0 FEET UNLESS OTHERWISE NOTED.
- ALL PARKING SPOTS ARE 9.0' WIDE UNLESS OTHERWISE NOTED.
- THE LOCATION OF THE EXISTING UTILITIES SHOWN IS APPROXIMATE, THE CONTRACTOR IS TO FIELD VERIFY LOCATION AND DEPTH PRIOR TO CONDUCTING ANY WORK.
- ALL RETAINING WALLS ARE TO BE CLAD IN A MATERIAL THAT MATCHES THE PROPOSED BUILDINGS.
- THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY WHETHER INDICATED ON THESE PLANS OR NOT.
- ALL BUILDING MOUNTED UTILITY OR EQUIPMENT BOXES SHALL BE SCREENED FROM A STREET VIEW BY A MINIMUM SIX FOOT HIGH SCREENING DEVICE WHETHER SHOWN IN THESE PLANS OR NOT. SUCH SCREENING DEVICE SHALL CONSIST EITHER OF PLANT MATERIAL OR A SCREENING WALL CONSTRUCTED OF OR FINISHED WITH A MATERIAL TO MATCH THE BUILDING, PROVIDED HOWEVER THAT WOOD FENCING OR SCREENING SHALL BE PROHIBITED. THIS RELATES TO ONLY THE NORTHERN, SOUTHERN AND WESTERN BUILDING FACADES, SINCE THESE ARE THE ONLY FACADES ADJUTING A STREET.
- 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 OF FLOWER MOUND REGULATIONS.
- THE DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
- A TxDOT PERMIT WILL BE REQUIRED BEFORE ANY WORK CAN OCCUR WITHIN THE TxDOT RIGHT-OF-WAY.
- REFER TO THE PAVING PLAN FOR ADDITIONAL INFORMATION REGARDING THE PROPOSED TURN LANES.
- 3' CONCRETE TEMPORARY SIDEWALK TO BE CONSTRUCTED FROM THE PEDESTRIAN BRIDGE TO BUILDINGS 4&5.



Vicinity Map 1"=1000'
50 0 50 100 150 Feet
SCALE: 1"=50'

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

LAKESIDE CROSSING

Lot 1-7 & 8X, Block A

LAKESIDE CROSSING

10.910 Acres

J.N. TANNER HILL SURVEY ABSTRACT NO. 1252

TOWN OF FLOWER MOUND

DENTON COUNTY, TEXAS

CONCEPT SITE PLAN

PRELIMINARY PLANS

THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES. THE JOHN R. MCADAMS COMPANY, INC. TPBE: 19762 ROBERT JOHN DOLLAK, JR., P.E. #56898 DATE 4/8/2021

Drawn By: AR
Date: 10/30/2017
Scale: 1"=50'
Revisions:
10/07/2020
01/26/2021
03/18/2021
04/08/2021

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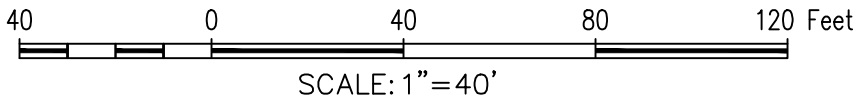
OWNER/DEVELOPER
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ROANOK, TX 76262
Ph. 817-602-0678
Contact MR. TROY LEWIS

C3.2

LAKESIDE CROSSING



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111 Hillside Drive
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TPBE: 19762 TPBLS: 10194440
www.mcadamsco.com



LANDSCAPE REQUIREMENT COMPLIANCE
TOWN OF FLOWER MOUND
Lakeside Crossing

- Tree Mitigation:**
- (2) 3" cal. trees to be planted in Phase 1, called out on landscape plan as (MIT), and (10) replacement trees for specimen tree removal, labeled as such on landscape plan.

- Notes:
1. Northwood Dr. Street Buffer Trees: #1379, 238, 240, 241, 242, 243 (1 credit each = 6 credits) + 7 new trees (3' cal.) = 13 landscape buffer trees
 2. Tree #3762 (6 credits) + #2159 (6 credits) + #3762 (5 credits) + #1247 (4 credits) + #1924 (5 credits) + 47 new trees = 73 parking trees
 3. ALL areas disturbed by construction shall be re-vegetated prior to the Town's acceptance of Phase 1.
 4. Within the Natural Creek Area, native and riparian plant material shall be re-established if impacted by clearing and grubbing or construction activities, prior to the Town's acceptance of Phase 1.

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
AND IS NOT INTENDED FOR CONSTRUCTION.
PURPOSED LANDSCAPE ARCHITECT
JAMESON H. PINSON
DATED 4/16/2021

REGISTERED LANDSCAPE ARCHITECT
JAMESON H. PINSON
2826
STATE OF TEXAS

28

The John R. McAdams
Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
972. 436. 9712

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BPBE: 19762 BPBLS: 10194444
www.gacon.com
www.mcadamsco.com



MCADAMS

LAKESIDE CROSSING
Lot 1-7, 8X, Block A
LAKESIDE CROSSING
10.910 Acres
 in the
 J.N. TANNEHILL SURVEY, ABSTRACT NO. 1252
 TOWN OF FLOWER MOUND
 DENTON COUNTY, TEXAS

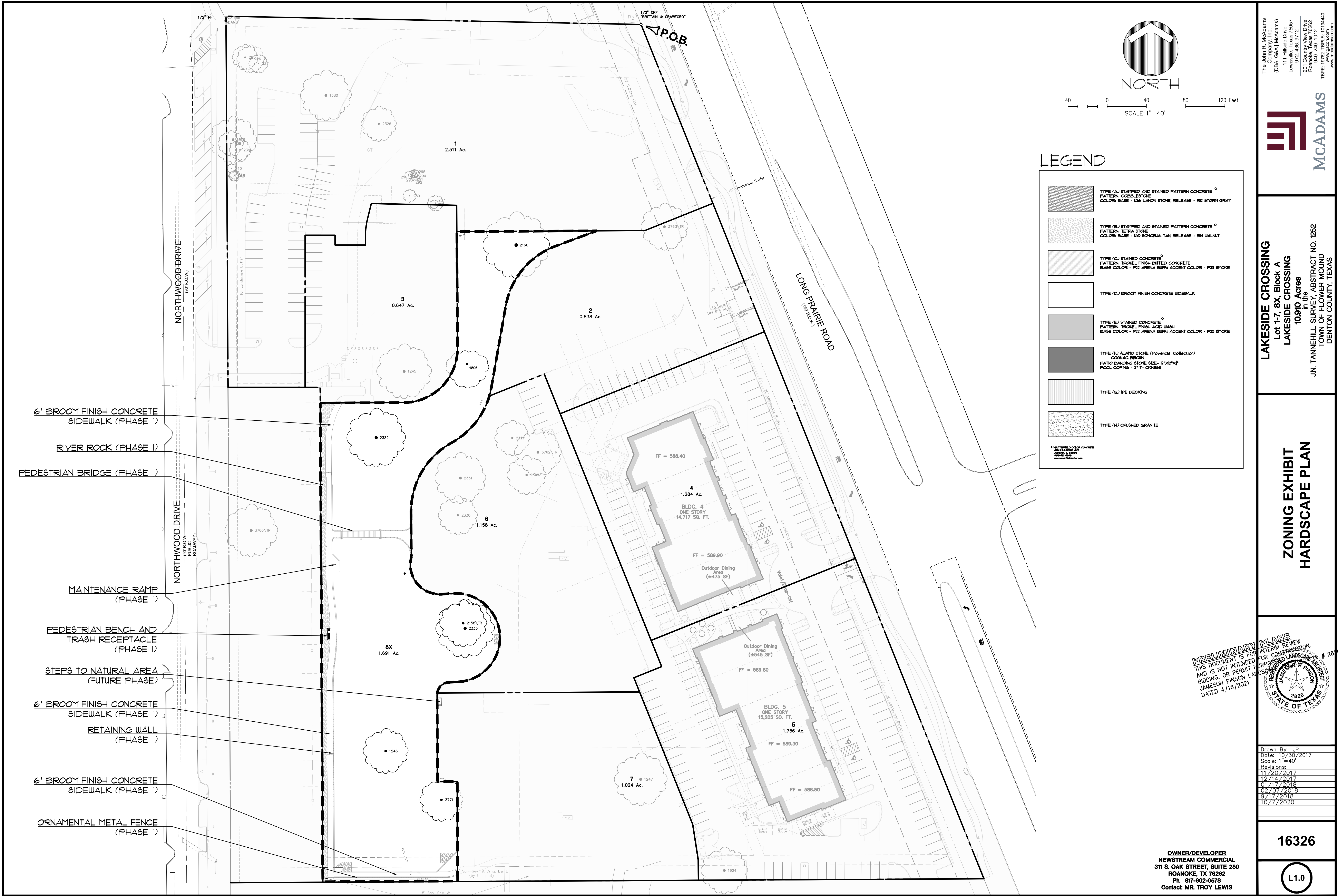
CONCEPT PHASE I LANDSCAPE PLAN

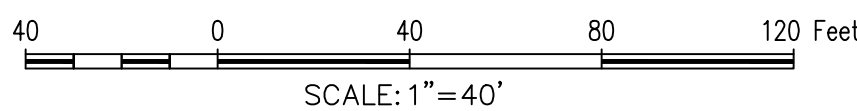
Drawn By: MH
Date: 10/30/2017
Scale: 1"=40'
Revisions:
11/20/2017
12/14/2017
01/17/2018
02/07/2018
9/17/2018
10/7/2020

16326

CLP

OWNER/DEVELOPER
NEWSTREAM COMMERCIAL
311 S. OAK STREET, SUITE 250
ROANOKE, TX 76262
Ph. 817-602-0578
Contact MR. TROY LEWIS





CONTACT JEFF HOINSKI @ JHOINSKI@SITELIGHTINGSOLUTIONS-USA.COM FOR PRICING

L4.0

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Contact: MR. TROY LEWIS



TOWN COUNCIL AGENDA ITEM NO. 9

BOARD AND COMMISSION ITEM

DATE: April 19, 2021

FROM: Theresa Scott, Town Secretary

ITEM: Discuss and consider amending Resolution No. 05-21 that established the Veterans Liaison Board, including member appointments.

BACKGROUND INFORMATION: On September 17, 2020, there was a future agenda item request to have a discussion regarding expanding the Veterans Liaison position to a committee, and with additional responsibilities. On September 21, 2020, there was Council consensus to formulate a task force comprised of Doug Brown (current Veterans Liaison) and his military contacts, as well as those individuals that applied to serve as the Veterans Liaison, to come up with ideas, and present their recommendations to Council later.

On November 16, 2020, Doug Brown (Veterans Liaison) reported to Council that he and Colonel Simonson visited with the individuals that indicated interest in serving as Veterans Liaison and decided they are all deserving to serve on the Board. Their names are included in the attached resolution.

Mr. Brown also indicated that the current Board responsibilities are broad enough to allow the Board to expand their efforts and outreach as warranted.

On April 2, 2021, staff received a written request from a Councilmember who voted on the prevailing side for this item on February 1, 2021, asking for reconsideration as a future agenda item, and in accordance with the Town Council Rules of Procedure.

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Resolution No. 05-21

DRAFT MOTION: Move to amend Resolution No. 05-21 by _____.

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. 05-21

A RESOLUTION TO EXPAND THE VETERANS LIAISON POSITION TO A BOARD FOR THE TOWN OF FLOWER MOUND, AND DEFINE THE TERMS AND DUTIES OF THE POSITION; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Flower Mound wishes to expand the Veterans Liaison position to a Board to enhance the Town's current programs and services that honor our community's men and women who served, or are currently serving in the U.S. Armed Forces; and

WHEREAS, the purpose of the Board is to have representatives from the Veteran community serve in an advisory and participative role on matters pertaining to Veterans affairs; and

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

SECTION 1

The Veteran Liaison Board shall be Flower Mound residents and qualified voters of the Town at the time of his/her appointment, be currently serving in the military or hold a Veteran status. A member who ceases to reside in the Town during his/her term of office shall immediately forfeit his/her office.

- Other qualifications for membership shall be a genuine interest in Veterans affairs, the ability to work with the public, Town staff, Town boards, and have the time to devote to this service.
- The Veteran Liaison Board shall consist of six (6) members appointed by a majority vote of the Town Council in accordance with established procedures.
- Members shall be designated as place numbers one through six.
- The terms of office for members shall be for two years. Places one, three, and five shall be appointed to two-year terms ending on September 30 in odd numbered years. Places two, four, and six shall be appointed to two-year terms ending on September 30 in even numbered years.
- Members of the Board serve at the pleasure of the Town Council and may be removed before their terms of office expire.
- The Veterans Liaison Board shall serve without compensation.

Officers and Procedures

- At the first scheduled Board meeting in October of each year, or as soon thereafter as practicable, the first item of business shall be the selection of the Board's chairperson and vice-chairperson from among the membership of the Board.

- The chair shall preside over the meetings and serve as the liaison to Council in reporting or announcing information regarding Veterans activities. In the absence of the chair, the vice-chair shall assume the duties of the chair. Chair and vice chair members shall have the right to vote.
- In the absence of both the chair and vice chair, any member of the Board may be selected as acting chairperson for a particular meeting by majority vote of the members present.
- The Board shall meet once per quarter or other times as needed in coordination with Veteran related events.

Veterans Liaison Board Responsibilities

- Serve as an information resource on the Town's Veterans portal website.
- Work with various boards/commissions, Town staff, the public and other organizations, to serve in both an advisory and participative role in coordinating Veterans events, activities, and announcements.
- Help to maintain a positive relationship between the Town and Denton County Veterans and other area Veteran support organizations.
- The Veterans Liaison Board may have other responsibilities as authorized or assigned by the Town Council.

The following individuals are appointed to serve as the Town's Veterans Liaison Board:

1. Doug Brown, Place 1
2. Si Simonson, Place 2
3. Linda Wright, Place 3
4. Derek France, Place 4
5. Ben Norris, Place 5
6. Paul Perez, Place 6

with a term expiration date of 9/30/21 for Places 1, 3, and 5; and a term expiration date of 9/30/22 for Places 2, 4, and 6.

SECTION 4

This resolution shall become effective on and after its date of adoption.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ON THIS THE 1ST DAY OF FEBRUARY, 2021.

APPROVED:

Jim Engel, MAYOR PRO TEM

ATTEST:

Theresa Scott, TOWN SECRETARY

Town Council Future Agenda Items



SCHEDULED	5/12/2021	Regular	Special Meeting - Placeholder: Election canvass item only
	5/17/2021	Consent	Consider approval of the purchase of a Road Rescue, Type 1 Ambulance for the Fire and Emergency Services department from Siddons- Martin Emergency group, through Buy Board Contract #570-18, in the total amount of \$459,222.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Power Engineering - ring - Utility Asset Management
		Consent	Water System Annual PureTec Contract
		Consent	FM 1171 at FM 2499 Westbound RTL - Construction Award
		Consent	Wastewater Treatment Plant Master Plan Update
		Consent	Consider approval of a Professional Services Agreement with PROS Consulting, Inc., to provide a Tennis Center Feasibility Study, in the amount of \$49,950.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Placeholder: order runoff election as applicable (must be done within 5 days after canvass)
		Regular	Consider approval of a Construction Agreement with ???? for the Waketon Road (Cross Timbers Drive to 1,350' East of Chinn Chapel) project, in the amount of \$????; and authorization for the Mayor to execute same on behalf of the Town.
	6/7/2021	Consent	Stonecrest Pump Station Auxiliary Power Phase I - Construction Award
		Consent	Sentinel Oaks Water Line Replacement - Construction Award
		Consent	FM1171 at FM2499 Westbound RTL - Testing Award
		Consent	Consider approval of a Professional Services Agreement with ECS Southwest, LLP to provide construction materials engineering and testing, for the Waketon Road (Cross Timbers Drive to 1,350' East of Chinn Chapel) project, in the amount of \$121,308.00; and authorization for the Mayor to execute same on behalf of the Town.
	6/21/2021	Consent	Stonecrest Pump Station Auxiliary Power Phase I - Testing Award
		Consent	Pink Evening Primrose Trail Connection (Bridge & Trail) - Construction Award

SCHEDULED	6/21/2021	Consent	Edgefield Trail Reconstruction - Construction Award
	7/19/2021	Consent	Edgefield Trail Reconstruction - Testing Award
		Consent	Pink Evening Primrose Trail Connection (Bridge & Trail) - Testing Award
	8/2/2021	Presentation	Placeholder: KFMB annual update