

AGENDA

FLOWER MOUND TOWN COUNCIL REGULAR MEETING

5/17/2021

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 in Jody Smith Hall

A. CALL MEETING TO ORDER

B. INVOCATION

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

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

D. PUBLIC COMMENT

To speak to Council during public comment, please fill out a [comment form](#).

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

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

E. PRESENTATIONS

1. Certificate of Achievement Flower Mound High School Girls' Soccer Team - State Champions

F. ANNOUNCEMENTS

1. Announcements from the mayor and council members

G. TOWN MANAGER'S REPORT

Update and discussion on:

1. Capital improvement projects
2. Economic Development projects
3. Legislative update

H. FUTURE AGENDA ITEMS

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

Town Council Meeting Agenda

May 17, 2021

Page 2

I. COORDINATION OF CALENDARS

1. A regular meeting is scheduled for Monday, June 7
2. A special meeting is scheduled for Tuesday, June 15 to canvass the Runoff Election

J. CONSENT ITEMS

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

1. Minutes 5/12- Consider approval of the minutes from a regular meeting of the Town Council held on May 12, 2021.
2. DENCO nomination- Consider approval of a candidate nomination for appointment to the Denco Area 9-1-1 District Board of Managers.
3. Order Runoff Election- Consider approval of a resolution of the Town of Flower Mound, Texas calling for a runoff election to be held on June 5, 2021, for the office of Mayor; establishing procedures for conduct of the election.
4. Oncor Rate Case- Denial Resolution- Consider approval of a resolution authorizing the Town to join with the Steering Committee of Cities Served by Oncor to deny Oncor Electric Delivery Company LLC's application for approval to amend its distribution cost recovery factor.
5. 2020 Incident Mngmnt Equip Grant- Consider acceptance of grant funds and execution of an Interlocal Cooperation Agreement with the North Central Texas Council of Governments for the 2020 Incident Management Equipment Purchase Call for Projects; and authorization for the Mayor to execute same on behalf of the Town.
6. Park Naming- Consider approval of the naming of the park property located on the 13.11 acre tract located within the Townlake Phase IV residential development as Trotter Park.
7. Range Wood Dr Drainage- Consider approval of a Professional Services Agreement with Kimley-Horn and Associates, Inc., for the design phase services for the Range Wood Drive Drainage Improvements project, in the amount of \$189,000.00; and authorization for the Mayor to execute same on behalf of the Town.
8. Tennis Center Study- 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.

K. REGULAR ITEMS

9. Councilmember Resignation- Consider resignation of Councilmember Place 1, Jim Pierson. *(No packet content)*
10. Niagara - Ch 380 & Tax Abatement- Consider approval 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 Dec 7, 2020, Jan 4, Feb 1, March 1, April 5, and April 19, 2021, meetings.)

Town Council Meeting Agenda**May 17, 2021****Page 3**

11. 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.) (The Town Council moved to postpone this item to May 17, 2021 by a vote of 5 to 0 at its April 19, 2021, meeting.)
12. SP20-0022 Argyle Elementary School- Consider a request for a Site Plan (SP20-0022 – Argyle ISD Elementary School No. 3) to develop an elementary school, with a request for a deviation to computing parking and loading requirements pursuant to Section 82-73 of the Code of Ordinances, an exception to Section 82-302, Compatibility buffer, of the Code of Ordinances, and an exception to Section IV.C.5. of the Town's Engineering Design Criteria requirement to provide a wet retention pond. The property is generally located east of Denton Creek Boulevard and south of Prairie Ridge Road. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its May 10, 2021, meeting.)
13. SP21-0001 Lakeside Center- Public Hearing to consider a Site Plan (SP21-0001 – Lakeside Center) with a request for an exception to 'Underground Utilities' pursuant to Section 82-377, Exceptions, of the Code of Ordinances. 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 6 to 0 at its May 10, 2021, meeting)
14. ZPD21-0001 Brightstar PD-82 Amend- Public Hearing to consider an ordinance for rezoning (ZPD21-0001 – Brightstar PD-83 Amendment) to amend Planned Development No. 83 (PD-83) with non-residential uses to modify Exhibit C, Section C.8.h. "Parking Lot Landscaping", and a request for a deviation to the required parking standard pursuant to Section 82-73 of the Code of Ordinances. The property is generally located north of Lakeside Parkway and east of Garden Ridge Boulevard. (The Planning and Zoning Commission recommended approval by a vote of 5 to 1 at its April 26, 2021, meeting.)

L. 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 Committee, SMARTGrowth Commission, Tax Increment Reinvestment Zone Number One (TIRZ #1), Transportation Commission, and Veterans Liaison Board.

**Town Council Meeting Agenda
May 17, 2021
Page 4**

M. CLOSED MEETING

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

a. Consultation with Attorney.

1. Consultation with Attorney regarding resignation and the filling of a vacancy in the office of Councilmember of the Town of Flower Mound.

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:

- b. Discuss and deliberate options to fill the vacancy of a public officer in the office of Councilmember, Place 1.
- c. Discuss and consider election of Mayor Pro Tem and Deputy Mayor Pro Tem.
- d. 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.
- e. Discuss and consider resignations, appointments, or evaluations for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, Community Development Corporation, and Planning and Zoning Commission.
- f. 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. 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.

O. 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: May 14, 2021, at 4:45 p.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary

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



TOWN COUNCIL AGENDA ITEM NO. 1

CONSENT ITEM

DATE: May 17, 2021

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council held on May 12, 2021.

BACKGROUND INFORMATION: The Town Council held a regular meeting on May 12, 2021.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes

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

FLOWER MOUND TOWN COUNCIL MEETING OF MAY 12, 2021**PAGE 1**

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 12TH DAY OF MAY 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
Sandeep Sharma	Councilmember Place 2
Ann Martin	Councilmember Place 5

and with the following members absent:

Jim Pierson	Councilmember Place 1
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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
Tiffany Bruce	Assistant Town Manager/Town Engineer
Brian Waltenburg	Assistant Director of Engineering

A. CALL REGULAR MEETING TO ORDER

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

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

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

D. PUBLIC COMMENT

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.	Bryan Webb, 4112 High Rd	Summit Club 1 st Annual Smoke Fest

E. ANNOUNCEMENTS

Mayor Dixon announced that the Town Council received an email from Councilmember Jim Pierson informing of his resignation effective immediately.

Mr. Meredith outlined the process for accepting the resignation, as well as next steps in relation to the vacancy created as a result of the resignation.

Councilmembers Martin and Sharma expressed appreciation for the Parks staff and volunteers for the Art in the Park event.

Councilmember Martin announced that May 9 – 15 is National Police Week and thanked all law enforcement officers and their families for their service and sacrifice and encouraged residents and business owners to do the same.

Mayor Pro Tem Engel announced that the Flower Mound High School Girl's Water Polo team took state.

Councilmember Sharma announced that May is Asian/Pacific American Heritage Month and he would like the Town to pay tribute to the generations of Asians and Pacific Islanders who have contributed to America's history and future.

F. ELECTION CANVASS

1. Consider approval of an ordinance canvassing returns and declaring results of a general election held May 1, 2021, for the purpose of electing Council Member Place 4, and providing an effective date.

Councilmember Sharma moved to approve as presented in the agenda caption.
Councilmember Martin seconded the motion.

ORDINANCE NO. 21-21

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, CANVASSING RETURNS AND DECLARING RESULTS OF A GENERAL ELECTION HELD MAY 1, 2021, FOR THE PURPOSE OF ELECTING A MAYOR AND COUNCIL MEMBER PLACE 4, OF THE TOWN OF FLOWER MOUND, TEXAS; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:

AYES: SHARMA, BUMGARNER, ENGEL, MARTIN

NAYS: NONE

ABSENT: PIERSON

Motion passed

G. OATH OF OFFICE FOR NEWLY ELECTED OFFICIAL

1. Administer Oath of Office to newly elected official and issue Certificate of Election.

H. ANNOUNCEMENT FROM NEWLY ELECTED COUNCIL MEMBER, JIM ENGEL

Mayor Pro Tem Engel provided remarks regarding his time on Council and outlined some of the accomplishments in the last three years.

I. CLOSED MEETING

The Town Council to convene into closed meeting pursuant to Texas Government Code Chapter 551, including, but not limited to, sections 551.074 to discuss matters relating to personnel as follows:

FLOWER MOUND TOWN COUNCIL MEETING OF MAY 12, 2021

PAGE 3

- a. Discuss and consider election of Mayor Pro Tem and Deputy Mayor Pro Tem

The Town Council did not convene into closed session for this item, therefore, no action taken.

J. CONSENT ITEMS

1. Consider approval of the minutes from a regular meeting of the Town Council held on April 19, 2021.
2. 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 \$438,847.00; and authorization for the Mayor to execute same on behalf of the Town.
3. Consider approval for the CIPP rehabilitation of the existing sanitary sewer main related to the Timber Creek Trunk Line (Morriss Road to Rawlings Street) project, from Insituform Technologies, LLC, utilizing The Local Government Purchasing Cooperative Contract #635-21 administered through Buyboard, in the amount of \$775,773.25; and authorization for the Mayor to execute same on behalf of the Town.
4. Consider approval of Amendment No. 3 to the Fiscal Year 2020-2021 Capital Improvement Program.
5. Consider approval of an ordinance vacating and abandoning the northern 2.25 feet of the existing 12.5 foot utility easement located along the southern property line of Lot 16, Block 2, of the Brandywine at Wellington subdivision, which lot is more commonly known as 4109 Napa Court.

ORDINANCE NO. 20-21

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, VACATING AND ABANDONING THE NORTHERN 2.25 FEET OF THE EXISTING 12.5-FOOT UTILITY EASEMENT LOCATED ALONG THE SOUTHERN PROPERTY LINE OF LOT 16, BLOCK 2, OF THE BRANDYWINE AT WELLINGTON ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS, WHICH LOT IS MORE COMMONLY KNOWN AS 4109 NAPA COURT, FLOWER MOUND, TEXAS; AUTHORIZING THE MAYOR TO EXECUTE A QUITCLAIM DEED RELEASING THE PUBLIC OWNERSHIP INTEREST AND CONTROL IN THE PROPERTY; REQUIRING A HOLD HARMLESS AGREEMENT; AUTHORIZING THE TOWN SECRETARY TO FILE THE QUITCLAIM DEED AND HOLD HARMLESS AGREEMENT IN THE DEED RECORDS OF DENTON COUNTY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Councilmember Sharma moved to approve by consent Items 1 – 5, as presented in the agenda caption. Deputy Mayor Pro Tem Bumgarner seconded the motion. Each item, as approved by consent, is restated above, and if applicable, the Ordinance or Resolution caption for each, for the record.

VOTE ON MOTION:

AYES: MARTIN, ENGEL, BUMGARNER, SHARMA

NAYS: NONE

ABSENT: PIERSON

Motion passed

K. REGULAR ITEMS

6. Consider approval of a Construction Agreement with Ed Bell Construction Company for the Waketon Road (Cross Timbers Drive to 1,350 feet east of Chinn Chapel) project, in the amount of \$4,335,111.00; and authorization for the Mayor to execute same on behalf of the Town.

Staff Presentation

Mr. Waltenburg gave a presentation identifying or noting:

- Background information regarding the project
- Phase outline
- Verified bid results
- Project responsibilities (Flower Mound and Double Oak)
- Project schedule and phasing
- Traffic control

and he responded to comments/questions from Council regarding:

- Traffic control during construction

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

VOTE ON MOTION:

AYES: SHARMA, ENGEL, MARTIN

NAYS: BUMGARNER

ABSENT: PIERSON

Motion passed

L. CLOSED/OPEN MEETING

The Town Council convened into a closed meeting at 6:32 p.m. on May 12, 2021, pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087 for consultation with attorney, and to discuss matters relating to real property, personnel, and economic development negotiations, and reconvened into an open meeting at 7:24 p.m. on May 12, 2021, and no action was taken on the following items:

- a. 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
2. 2006 Rule 11 agreement and dismissal, Cause No. 2005-20153-158

FLOWER MOUND TOWN COUNCIL MEETING OF MAY 12, 2021

PAGE 5

- b. 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.
- 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. ADJOURN REGULAR MEETING

Mayor Dixon adjourned the meeting at 7:24 p.m. on Wednesday, May 12, 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: May 17, 2021

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of a candidate nomination for appointment to the Denco Area 9-1-1 District Board of Managers.

BACKGROUND INFORMATION: [Denco Area 9-1-1](#) (District) serves as the coordinating agency for 9-1-1 emergency service throughout Denton County and the entire City of Carrollton. It is the organization which implemented and maintains the 9-1-1 system. The District is overseen by a locally elected or appointed six member Board of Managers.

The Texas Health and Safety Code provides for the District Board of Managers to have “two members appointed jointly by all the participating municipalities located in whole or part of the district”. Each year the term of one of the two members appointed by participating municipalities expires.

The purpose of this item is to present Council with the option of nominating a person to serve on the Denco Area 9-1-1 District Board. In June Denco staff will send the slate of nominees to each city/town with a request to vote for one of the nominees.

Mr. Barth was nominated in 2016, and in 2018, by the Town and has once again indicated he would be willing to serve in this role if selected.

ALTERNATIVES/OPTIONS:

If no action is taken in the way of submitting a nominee, Council will have the option to vote on the slate of nominees in June, as selected by the following municipal jurisdictions:

- | | | |
|-------------------------------|----------------|-------------------|
| •Argyle | •Aubrey | •Bartonville |
| •Carrollton | •Copper Canyon | •Corinth |
| •Corral City | •Cross Roads | •Denton |
| •Dish | •Double Oak | •Flower Mound |
| •Hackberry | •Hebron | •Hickory Creek |
| •Highland Village | •Justin | •Krugerville |
| •Krum | •Lake Dallas | •Lakewood Village |
| •Lewisville | •Little Elm | •Northlake |
| •Oak Point | •Pilot Point | •Ponder |
| •Providence Village | •Roanoke | •Sanger |
| •Shady Shores | •The Colony | •Trophy Club |
| •Unincorporated Denton County | | |

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Appointment letter
2. Brandon Barth's resume
3. Draft resolution

DRAFT MOTION: The Town of Flower Mound hereby nominates Brandon Barth, Emergency Management Officer, as a candidate for election to the Board of Managers of the Denco Area 9-1-1-District.



Denco Area 9-1-1 District

1075 Princeton Street ▪ Lewisville, TX 75067

Phone: 972-221-0911 ▪ Fax: 972-420-0709 ▪ Denco.ORG

TO: Denco Area 9-1-1 District Participating Municipal Jurisdictions

FROM: Gregory S. Ballentine, Executive Director

DATE: March 31, 2021

RE: Nomination for the Denco Area 9-1-1 District Board of Managers

Chapter 772, Texas Health and Safety Code, provides for the Denco Area 9-1-1 District Board of Managers to have “two members appointed jointly by all the participating municipalities located in whole or part of the district.” The enclosed resolution describes the appointment process of a municipal representative.

Each year on September 30th, the term of one of the two members appointed by participating municipalities expires. This year it is the term of Sue Tejml. Members are eligible for consecutive terms and Ms. Tejml has expressed her desire to serve another term.

Denco requests the following actions by the governing bodies of each of the 32 municipalities in the district:

1. **Immediate Action (Nominate):** If your city/town would like to nominate a candidate to represent the municipalities on the Denco Board of Managers, please send a letter of nomination, by way of council action, and résumé of the candidate to the Denco Area 9-1-1 District office. Nominees are historically current or formal elected officials in the district; however, there are no official prerequisites. **For a nomination to be considered, written notification of council action must reach the Denco Area 9-1-1 District by 5:00 p.m. May 31, 2021.** No nominations shall be considered after that time.
2. **Future Action (Vote):** On June 1, 2021, Denco staff will send the slate of nominees to each city/town for consideration, requesting the city/town council vote by resolution for one of the nominees. **Written notice of the council’s selection must reach the Denco Area 9-1-1 District by 5:00 p.m. on July 30, 2021.** No votes will be accepted after that time. However, if a nominating municipality does not thereafter formally vote, its nomination will automatically count as a vote for its nominee.
3. **Process Closure (Results):** The candidate with the most votes will be the municipalities’ representative to the Denco Area 9-1-1 District Board of Managers for the two-year term beginning October 1, 2021.

Please send a copy of your council’s official action and candidate résumé to the Denco Area 9-1-1 District, **1075 Princeton Street, Lewisville, TX 75067** or to Melinda Camp at melinda.camp@denco.org. Denco staff will acknowledge receipt and sufficiency of the submitted documents. **If that acknowledgement is not received within one (1) business day, or you have any other questions, please contact Ms. Camp at 972-221-0911.** As a courtesy, Denco will provide notification of your council’s action to the nominee.

A sample nomination resolution has been enclosed for your convenience. Thank you for your support of the Denco Area 9-1-1 District.

Enclosures

Brandon Barth, CEM®

PROFILE SUMMARY

Results-oriented, dependable professional with 15 years of emergency response and fire rescue experience. Certified and skilled in emergency management, media, and public relations. Possesses superior communication and multi-tasking skills with an acute attention to detail in a fast-paced, high-stress environment.

PROFESSIONAL EXPERIENCE

Flower Mound Fire Department, Flower Mound, TX

Emergency Management Officer

March 2014-Present

- Leads, manages, directs, and supervises the functions and programs of the Emergency Management Division.
- Assists in the development, planning, and implementation of Departmental goals and objectives.
- Participates in the development and administration of the Emergency Management Division budget, including the financial planning for staffing, equipment, and supplies for the Emergency Management Division.
- Responds to incidents and provides Emergency Management Support
- Assists the Suppression Division during times of emergency as an officer of the Flower Mound Fire Department
- Manages the Town's Mobile Incident Command Vehicle and supervises the trained driver/operators of the vehicle.
- Serves as the Public Information Officer for the Fire Department, providing news releases/statements, coordinates projects with the Town's Communications Department, and oversees the FMFD website and social media accounts.
- Oversees administrative compliance and scheduling of the AMBUS with the North Central Texas Trauma Regional Advisory Council and the State of Texas Emergency Medical Task Force.
- Serves as the North Central Texas Trauma Regional Advisory Council's Finance Committee Chair Elect.
- Serves as a Medical Incident Support Team member as part of the Texas Emergency Medical Task Force.
- Maintains information and Tier II reports on hazardous materials that are stored in the Town of Flower Mound and project manages hazardous materials spills within the Town.
- Performs various special research projects and responsible for administering special programs.
- Secures technical and financial assistance through grants and Public/Private partnerships.
- Wrote the FY 2018 Staffing for Adequate Fire & Emergency Response (SAFER) Grant and was awarded \$2,768,534.25
- Led the Flower Mound Fire Department's COVID-19 vaccination efforts; vaccinating 1,200 people
- Prepares and presents public awareness programs to civic groups, medical facilities, schools, and other organizations.
- Reviews Special Event Permits and works with other Town departments to plan for special events and to prepare Special Event Emergency Operations Plans.
- Examines potential disaster events and evaluates the effect on the Town.
- Produces the Town's Debris Management Plan and master Emergency Operations Plan and 22 supporting Annexes. Plans the Town's response to disasters and ensures that all entities can respond as outlined in the Emergency Operations Plan.
- Serves in the Town's Emergency Operation Center (EOC) as the EOC Manager, if activated.
- Responsible for designing, training, and evaluation of periodic exercises to test elements of emergency plan.
- Provides expert knowledge and advice to operating departments on special conditions and operating requirements that would be imposed by disasters.
- Responsible for ensuring operability of 27 outdoor warning sirens and securing interlocal agreements and easements for the installation of sirens (installed 16 new sirens since 2014).
- Manage the Town's Everbridge emergency notification system.

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- Serves as liaison with community, state and federal authorities concerned with disaster planning, response, and recovery.
- Responsible for seeking FEMA reimbursement post-disaster or reimbursement from the State of Texas post-deployment of Town resources to other disaster or emergency events; over \$1.3 million in the last 3.5 years
- Secured Homeland Security grant funding for a debris response trailer for the Town's Public Works Department as part of the region's Public Works Emergency Response Team
- Serve as the co-chair for the North Central Texas EOC Support Team

Allied International Emergency, LLC – Fort Worth, TX

May 2011- March 2014

Operations Manager

September 2013-March 2014

- Managed the daily operations and supervised a staff of 8 employees for the Allied International Emergency's corporate branch.
- Oversaw 500+ annual hazardous materials and environmental remediation projects daily in a rapid paced environment with multiple deadlines.
- Prepared bids and proposals to current and future customers.
- Ensured that all supplies and equipment at the facility are in a constant state of operational readiness.
- Provided response and laboratory reports to customers as well as state regulatory agencies regarding hazardous material/environmental incidents.
- Executed service agreements with new customers during numerous emergency responses.
- Maintained an up-to-date survey that tracks employees' training, certifications, fit tests, and physical exams to ensure conformance with OSHA regulations.
- Conducted training classes for employees and customers on subjects such as hazardous materials, confined space entry, and fall protection.

Project Manager

May 2011-September 2013

- Managed personnel at various types of hazardous materials and environmental incidents ranging from tractor-trailer accidents to chemical plant fires per OSHA 1910.120 and requiring travel to various cities and states on a moment's notice.
- Supervised projects through the emergency response, mitigation, remediation, and closure phases.
- Oversaw the decontamination of Naturally Occurring Radioactive Materials (NORM) as a Radiation Safety Officer.
- Performed confined space entry and confined space rescue standby as outlined by OSHA 1910.146.
- Interacted with customers as well as state regulatory agencies such as the Texas Railroad Commission and the Texas Commission on Environmental Quality during hazardous materials incidents as well as environmental emergencies.
- Responsible for the profiling and disposal of hazardous, non-hazardous, and RCRA E&P exempt waste streams.
- Conducted sampling of water, air, and soil to determine potential contamination.
- Wrote policies for new hires to the company.

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Baldwin County Fire Rescue – Milledgeville, GA

January 2005- March 2011

Full-time Firefighter/Public Information Officer

January 2007-March 2011

- Presented a marketing/communications plan to the department's executive staff, thus creating the position of a PIO as well as creating the department's social media accounts.
- Conducted interviews with local media outlets: newspaper, radio, and TV.
- Wrote news releases and operated the department's social media site.
- Redesigned the department's report writing system and making a quick reference guide to assist those.
- Worked in conjunction with the Executive Staff of the fire department in projecting their message to the public.
- Assisted with grant and compliance research on behalf of the executive staff.
- Worked 24-hour shifts; responding to various types of emergency incidents including emergency medical calls, vehicle accidents, and fires.
- Served as the acting-officer in charge; certified through the National Professional Qualifications Pro Board as a Fire Officer 1; overseeing the day-to-day tasks and emergency operations of the on-duty personnel when the shift officer was absent.
- Served as part of the regional Hazardous Materials Team; certified through the National Professional Qualifications Pro Board as a Hazardous Materials Technician
- Assisted in the training of firefighters; certified through the National Professional Qualifications Pro Board as a Fire Instructor 1.
- Provided fire safety demonstrations and classes to children in the local school system.
- Conducted pre-incident/safety inspections of commercial properties to assess dangers and to determine proper mitigation procedures based on building layout, hazards, and building construction.
- Drove and operated fire apparatus to include engines, tankers, aerials, and rescue trucks.
- Awarded Firefighter of the Year – Baldwin County Fire Rescue 2008-2009.

Part-time/Volunteer Firefighter

January 2005-January 2007

While pursuing bachelor's degree, worked part-time covering shifts for full-time personnel who were on leave. Was entrusted to work alone at stations in rural parts of the county that only had one person on-duty during a shift. Maintained attendance in more than 80% of emergency calls and training drills and responded to emergencies via notification by pager.

EDUCATION

Bachelor of Business Administration, International Business
Georgia College & State University - Milledgeville, GA May 2007

PROFESSIONAL CERTIFICATIONS

Certified Emergency Manager, International Association of Emergency Managers
Fire Service Chief Executive Officer, Texas A&M Engineering Extension Service
Advanced Professional Series, Federal Emergency Management Agency
Professional Development Series, Federal Emergency Management Agency
Amateur Radio License, Federal Communications Commission
Advanced Structural Firefighter, Texas Commission on Fire Protection
Advanced Fire Investigator, Texas Commission on Fire Protection

Brandon Barth, CEM®

Fire Officer IV, IFSAC/Texas Commission on Fire Protection
Fire Instructor II, IFSAC/Texas Commission on Fire Protection
Incident Safety Officer, IFSAC/Texas Commission on Fire Protection
Hazardous Materials Operations, IFSAC/Texas Commission on Fire Protection
Firefighter II, IFSAC/Texas Commission on Fire Protection
Emergency Medical Technician-Basic, National Registry and Texas Department of State Health Services
Wildland Firefighter, Texas Commission on Fire Protection and Texas A&M Forest Service
ICS 100, 200, 300, 400, 700, and 800, Federal Emergency Management Agency

AWARDS AND COMMENDATIONS

North Central Texas Council of Governments Regional Service Excellence Award
International Association of Fire Chiefs Ready, Set, Go! Excellence Award
Van Zandt County, TX Tornado Deployment Ribbon
Hurricane Harvey Deployment Ribbon
Flower Mound Fire Department "All In" Award
Hurricanes Marco & Laura Deployment Ribbon
El Paso, TX COVID-19 Deployment Ribbon

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

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, NOMINATING ONE CANDIDATE TO A SLATE OF NOMINEES FOR THE BOARD OF MANAGERS OF THE Denco AREA 9-1-1 DISTRICT.

WHEREAS, Section 772, Health and Safety Code, provides that two voting members of the Board of Managers of an Emergency Communications District shall be appointed jointly by all cities and towns lying wholly or partly within the District.

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

SECTION 1

The Town of Flower Mound hereby nominates Brandon Barth as a candidate for appointment to the Board of Managers of the Denco Area 9-1-1 Emergency Communication District.

SECTION 2

This Resolution shall become effective immediately upon its passage and approval.

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____ ON THIS 17th DAY OF MAY, 2021.

APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: May 17, 2021

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of a resolution of the Town of Flower Mound, Texas calling for a runoff election to be held on June 5, 2021, for the office of Mayor; establishing procedures for conduct of the election.

BACKGROUND INFORMATION: The General Election was held on May 1, 2021. The Town Charter requires that a candidate receive the majority of votes cast in order to be elected. No candidate received 50% + 1 of the votes for the office of Mayor.

Town Charter § 5.06. - Election by Majority. At any regular or special election, the candidates in each place or office who shall have received the majority of votes cast in such election shall be declared elected. Should any candidate fail to receive the majority of votes for the office or place for which he is a candidate, the Council shall immediately order a runoff election to be held on a date in accordance with the laws of the State of Texas and as set by ordinance of the Town. At this special election, only the names of the two (2) candidates receiving the highest number of votes at the regular election, for the office or place for which they are candidates, shall be printed on the ballot and submitted to the qualified voters for election. The candidate receiving the majority of votes in the special election for the place or office for which he was a candidate shall be declared duly elected.

The runoff date of June 5, 2021, has been selected in accordance with Election Code regulations and in coordination with both Denton and Tarrant County.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$22,080.00

The Town carries 100% of the cost of the June 5 election as there are no other governmental entities participating on the ballot. The main expense is derived from election workers and the required newspaper publication.

Proposed Expenditure/(Revenue):	Account Number(s):
\$400.00	100-610-10300-5040
\$21,680.00	100-610-10300-5110

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

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

ATTACHMENTS:

1. Draft resolution

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

RESOLUTION NO. __21**A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS, CALLING FOR A RUN-OFF ELECTION TO BE HELD ON JUNE 5, 2021, FOR THE OFFICE OF MAYOR; ESTABLISHING PROCEDURES FOR CONDUCT OF THE ELECTION.**

WHEREAS, an election was held on Saturday, May 1, 2021, to elect officers to fill positions of Mayor and Councilmember Place 4; and

WHEREAS, the Town charter requires that a candidate must receive the majority of all votes cast in order to be elected to such office; and

WHEREAS, no candidate received the votes necessary to be elected for the office of Mayor; and

WHEREAS, Section 2.025 of the Election Code (the "Code") requires that the run-off election be held not earlier than the 20th or later than the 45th day after the date the final canvas of the main election is completed;

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

SECTION 1

RUNOFF ELECTION CALLED. A run-off election shall be held in the Town of Flower Mound, Texas, on Saturday, June 5, 2021, at which the officer for Mayor shall be elected.

SECTION 2

CANDIDATES. The candidates for the run-off election shall be the candidates who receive the highest and second-highest number of votes in the main election held on May 1, 2021, or who tied for the highest number of votes in that election in accordance with Section 2.023 of the Code. The Mayor shall certify in writing the candidates eligible for placement on the run-off election ballot and shall deliver the certification to the Town Secretary (Exhibit A).

SECTION 3

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

SECTION 4**APPOINTMENT OF ELECTION JUDGES AND ALTERNATE ELECTION JUDGES.**

Election judges for the runoff election shall be appointed by Denton County and Tarrant County respectively as authorized by Chapter 271, of the Texas Election Code.

SECTION 5**EARLY VOTING.**

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

- (1) Early Voting by personal appearance shall be conducted, at the Flower Mound Senior Center, 2701 W Windsor Dr, Ballroom C, Flower Mound, Texas, 75028, or at the Denton County Main Early Voting site located at 701 Kimberly Dr., Ste. A111, Denton, Texas, 76208, on the following days and times:

Date	Time
May 24 - 27	8:00 am – 5:00 pm
May 28	7:00 am – 7:00 pm
May 29	8:00 am – 5:00 pm
June 1	7:00 am – 7:00 pm

Any eligible Denton County Registered Voter may cast their vote at any additional early voting location throughout Denton County as established by the Denton County Joint Election Agreement (“Denton Agreement”). If there is any discrepancy between this Resolution and the Denton Agreement as to early voting locations or times, the Denton Agreement shall control.

- (2) Applications for early voting by mail in Denton County may be delivered to the Early Voting Clerk, P.O. Box 1720, Denton, Texas, 76202; FAX: 940-349-3201; email: elections@dentoncounty.gov to be received not later as indicated in the Denton Agreement. The Town Secretary is directed to forward the applications and ballots to the Election Administrator as provided in the Denton Agreements.

(b) **Early Voting – Tarrant County:** The Tarrant County Elections Administrator is designated the Early Voting Clerk. Additional Deputy Early Voting Clerks may be appointed, as provided in the Tarrant County Joint Election Agreement (“Tarrant Agreement”).

- (1) Early Voting by personal appearance shall be conducted at the Tarrant County Elections Center, Main Early Voting Site, 2700 Premier St, Fort Worth, Texas, 76111, on the following days and times:

Date	Time
May 24 - 27	8:00 am – 5:00 pm
May 28	7:00 am – 7:00 pm
May 29	7:00 am – 7:00 pm
May 30	11:00 am – 4:00 pm
June 1	7:00 am – 7:00 pm

Any eligible Tarrant County Registered Voter may cast their vote at any additional early voting location throughout Tarrant County as established by the Tarrant Agreement. If there is any discrepancy between this resolution and the Tarrant Agreement as to early voting locations or times, the Tarrant Agreement shall control.

- (2) Applications for early voting by mail in Tarrant County may be delivered to the Early Voting Clerk, 2700 Premier Street, Fort Worth, Texas, 76111; FAX: 817-831-6118; email: votebymail@tarrantcounty.com to be received not later than as indicated in the Tarrant County Joint Election Agreement. Early Voting ballots for Tarrant County shall be mailed to Early Voting Clerk, P.O. Box 961011, Fort Worth, Texas, 76161-0011. The Town Secretary is directed to forward the applications and ballots to the Election Administrator as provided in the Tarrant Agreement.
- (c) Early voting both by personal appearance and by mail shall be canvassed by the Early Voting Ballot Board, which is hereby created. The Presiding Election Judge and the Alternate Presiding Judge will be appointed by the Denton and Tarrant County Election Administrators as permitted by law. The Presiding Judge shall appoint elections clerks as may be necessary for the proper conduct of the election. The Presiding Election Judge, or the Alternative Election Judge, in the absence of the Presiding Election Judge, and the election clerks shall constitute the Early Voting Ballot Board to process early voting results from the election. The Presiding Election Judge and the Alternate Election Judge must be eligible to serve in accordance with state law, and the election clerks shall be qualified voters of the Town. To the extent required by law, those persons designated by Denton and Tarrant Counties as election officers and clerks are hereby appointed by the Town.

SECTION 6**METHOD OF VOTING.****(a) Method of Voting - Denton County:**

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

(b) Tarrant County:

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

SECTION 7

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

SECTION 8

PUBLICATION AND POSTING OF NOTICE OF ELECTION. Notice of the election shall be published in accordance with Chapter 4 of the Election Code except that a notice under Section 4.003(a)(2) or (b) of the Code must be posted not later than the 15th day before election day.

SECTION 9

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

RESOLUTION NO. ____21

PAGE 5

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN
OF FLOWER MOUND, TEXAS, ON THIS THE 17TH DAY OF MAY, 2021.**

APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

DRAFT

EXHIBIT A

Certification of Runoff Candidates

(In accordance with Election Code 2.027)

TO: TOWN SECRETARY

I hereby certify that for the position of Mayor, the names Derek France and Itamar Gelbman will be placed on the June 5, 2021 ballot for a runoff election.

Steve Dixon, Mayor
Date: May 17, 2021



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: May 17, 2021

FROM: Kay Wilkinson, Budget Officer

ITEM: Consider approval of a resolution authorizing the Town to join with the Steering Committee of Cities Served by Oncor to deny Oncor Electric Delivery Company LLC's application for approval to amend its distribution cost recovery factor.

BACKGROUND INFORMATION: On April 8, 2021, Oncor Electric Delivery Company LLC ("Oncor" or "Company") filed an Application for Approval to Amend its Distribution Cost Recovery Factor ("DCRF") to Increase Distribution Rates with each of the cities in their service area. In the filing, the Company asserts that it is seeking an increase in total distribution revenue requirement by approximately \$97,826,277. The Company's application is unreasonable and should be denied.

The resolution authorizes the Town to join with the Steering Committee of Cities Served by Oncor ("OCSC") to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Proposed Expenditure/(Revenue):	Account Number(s):
\$0	

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

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

ATTACHMENTS:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION FOR APPROVAL TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR TO INCREASE DISTRIBUTION RATES WITHIN THE TOWN SHOULD BE DENIED; AUTHORIZING PARTICIPATION WITH OCSC; AUTHORIZING THE HIRING OF LEGAL COUNSEL AND CONSULTING SERVICES; FINDING THAT THE TOWN'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the Town of Flower Mound, Texas ("Town") is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor" or "Company") with an interest in the rates and charges of Oncor; and

WHEREAS, the Steering Committee of Cities Served by Oncor ("OCSC") is a coalition of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area in matters before the Public Utility Commission ("Commission") and the courts; and

WHEREAS, on or about April 8, 2021, Oncor filed with the Commission an Application for Approval to Amend its Distribution Cost Recovery Factor ("DCRF"), Commission Docket No. 51996, seeking to increase its total distribution revenue requirement by approximately \$97,826,277; and

WHEREAS, the Town of Flower Mound will cooperate with OCSC in coordinating their review of Oncor's DCRF filing with designated attorneys and consultants, prepare a common response, negotiate with the Company, and direct any necessary litigation, to resolve issues in the Company's filing; and

WHEREAS, all electric utility customers residing in the Town will be impacted by this ratemaking proceeding if Oncor's Application is granted; and

WHEREAS, working with the OCSC to review the rates charged by Oncor allows members to accomplish more collectively than each city could do acting alone; and

WHEREAS, OCSC's members and attorneys recommend that members who have retained original jurisdiction over electric utility rates deny Oncor's DCRF.

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

SECTION 1. That the Town is authorized to participate with OCSC in Commission Docket No. 51996.

SECTION 2. That, subject to the right to terminate employment at any time, the Town of Flower Mound hereby authorizes the hiring of the law firm of Lloyd Gosselink Rochelle & Townsend, P.C. and consultants to negotiate with the Company, make recommendations to the Town regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal Oncor's DCRF application.

SECTION 3. That the rates proposed by Oncor to be recovered through its DCRF charged to customers located within the Town limits should be denied.

SECTION 4. That the Company should continue to charge its existing rates to customers within the Town.

SECTION 5. That the Town's reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of the adoption of this Resolution, and within 30 days of presenting monthly bills to Oncor thereafter.

SECTION 6. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 7. That a copy of this Resolution shall be sent to J. Michael Sherburne, Vice President – Regulatory, Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202; to Tab R. Urbantke, Hunton Andrews Kurth LLP, 1445 Ross Avenue, Suite 3700, Dallas, Texas 7520; and to Thomas Brocato, General Counsel to OCSC, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, TX 78767-1725, or tbrocato@lglawfirm.com.

PASSED, APPROVED AND ADOPTED on this 17th day of May, 2021.

Mayor

ATTEST:

Town Secretary

**TOWN COUNCIL AGENDA ITEM NO. 5****CONSENT ITEM**

DATE: May 17, 2021

FROM: Brittnei Barnett, Grants & Financial Analyst

ITEM: Consider acceptance of grant funds and execution of an Interlocal Cooperation Agreement with the North Central Texas Council of Governments for the 2020 Incident Management Equipment Purchase Call for Projects; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: In the spring of 2020, the Town applied for and was awarded a reimbursable Traffic Incident Management (TIM) Grant for the purchase of three (3) Multiple Event Response Trailers (MERT) with associated equipment. The MERT trailers will be used to deploy traffic control for various events from day-to-day operations, to large high school football games, to unexpected events such as closing down multiple lanes on state roadways.

Currently, the Town has a single traffic control trailer that is used for such events. However, if the traffic control is in use and an unexpected emergency arises, the response time to get proper traffic control dispatched and in place can take considerable time. The addition of multiple MERT trailers would allow for each division within Public Works to have its own traffic control trailer for day-to-day operations, while keeping the existing traffic control trailer available for deployment to unexpected emergencies.

These MERT trailers accommodate rapid deployment of traffic control versus deployment from the back of a dump truck, which makes the work environment safer for the traveling public and employees alike.

This TIM Grant does not have a local match requirement.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$54,250.00

Proposed (Revenue):	Account Number(s):
(\$54,250.00)	Intergovernmental Revenue
Proposed Expenditure:	Account Number(s):
\$54,250.00	Grant Fund

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

LEGAL REVIEW: Andrea D. Russell, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the agreement as to form and legality.

ATTACHMENTS:

1. Interlocal Cooperation Agreement

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

INTERLOCAL COOPERATION AGREEMENT
Between
THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
and
TOWN OF FLOWER MOUND
for
IMPLEMENTATION OF TRAFFIC INCIDENT MANAGEMENT PROGRAM

WHEREAS, the North Central Texas Council of Governments (NCTCOG) has been designated as the Metropolitan Planning Organization for the Dallas-Fort Worth Metropolitan Area by the Governor of Texas in accordance with federal law; and,

WHEREAS, the Regional Transportation Council (RTC), comprised primarily of local elected officials, is the regional transportation policy body associated with NCTCOG and has been and continues to be a forum for cooperative decisions on transportation; and,

WHEREAS, the RTC is committed to the development and implementation of policies, projects, and programs to improve air quality and reduce emissions; and,

WHEREAS, on May 10, 2018, the RTC approved funding for implementation of the Traffic Incident Management Program; and,

WHEREAS, on November 14, 2019, the RTC approved the criteria for the competitive selection of participants in the Incident Management Equipment Purchase Call for Projects; and,

WHEREAS, on July 9, 2020, the RTC approved the funding awards in the Traffic Incident Management Program; and,

WHEREAS, on July 23, 2020, the Executive Board in its capacity as the RTC's fiduciary agent, authorized NCTCOG to enter into agreements with the Town of Flower Mound as part of the Traffic Incident Management Program; and,

WHEREAS, the North Central Texas Council of Governments selected the Town of Flower Mound as part of the Traffic Incident Management Program; and,

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, provides authority for the North Central Texas Council of Governments and LOCAL GOVERNMENTS to enter into this agreement for the provision of governmental functions and services of mutual interest.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

ARTICLE 1. PARTIES

- 1.1 Parties.** This Agreement, hereinafter referred to as the "Agreement", is made and entered into by and between the North Central Texas Council of Governments, hereinafter referred to as "NCTCOG", and the Town of Flower Mound, hereinafter referred to as "LOCAL GOVERNMENT". NCTCOG and LOCAL GOVERNMENT may each be referred to as a "Party" and may be collectively referred to as "Parties" to this Agreement.

ARTICLE 2. FUNDING

- 2.1. Award Amount.** NCTCOG will reimburse LOCAL GOVERNMENT'S eligible costs as outlined in the Scope of Work (SCOPE) under the conditions in this Agreement not to exceed the Maximum Award Amount of **fifty four thousand two hundred fifty dollars (\$54,250)**. The actual amount of reimbursement may be less than the Maximum Award Amount and will be determined under the conditions of this Agreement. LOCAL GOVERNMENT shall be responsible for any costs in excess of the Maximum Award Amount.
- 2.2. Source of Funds.** The source of funds for this Agreement is United States Department of Transportation Congestion Mitigation and Air Quality Improvement (CMAQ) Program funds, hereinafter referred to as "Funding Program". LOCAL GOVERNMENT agrees to comply with any and all requirements associated with the Funding Program. NCTCOG and the Texas Department of Transportation (TxDOT) executed an Agreement on August 29, 2019, for two million, seven hundred thirty-seven thousand, nine hundred ninety-nine dollars (\$2,737,999) to support Traffic Incident Management activities.
- 2.3. Indirect Costs.** Indirect costs are ineligible under this Agreement.
- 2.4. Compliance.** All activities funded, operated, and maintained under this Agreement must be in compliance with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 Code of Federal Regulations (CFR) 200 and other federal, State, and local law. Additionally, the LOCAL GOVERNMENT shall ensure compliance with funding agency requirements set forth in Appendix F.

ARTICLE 3. SCOPE OF WORK

- 3.1 Scope of Work.** NCTCOG will provide reimbursement to LOCAL GOVERNMENT for LOCAL GOVERNMENT'S Improvements under this Agreement, implemented through the Project, as more fully set out in the application submitted by the Local Government. The Local Government's application is attached as Appendix A (the Project) and is incorporated herein. If there is a conflict between this Agreement and the application, this Agreement prevails.
- 3.2 Scope of Work Changes.** Changes to the SCOPE must be agreed to by both Parties in writing. LOCAL GOVERNMENT may move funds within Equipment/Technology Types without need of NCTCOG approval so long as the Maximum Award Amount is not exceeded, and all Equipment/Technology Type commitments are met as reflected in the SCOPE. LOCAL GOVERNMENT shall provide written notice to NCTCOG's Project Manager of any such adjustments as part of the reimbursement request.
- 3.3** LOCAL GOVERNMENT shall complete the SCOPE by June 30, 2022.

ARTICLE 4. TERM

- 4.1 Term.** This Agreement shall take effect on the date executed by the Parties and shall remain in effect until it is terminated. This Agreement shall automatically terminate upon completion of the Project.

- 4.2 Termination.** Either Party reserves the right to terminate this Agreement in whole or in part. Notice of termination must be provided in writing, shall set forth the reasons for termination, and shall provide for a minimum of ten (10) days to cure the defect. Termination is effective only in the event the Party fails to cure the defect within the period stated in the termination notice including any written extensions. If the Agreement is terminated, NCTCOG shall only be liable for eligible expenses incurred before the effective date of termination. The Parties may terminate this Agreement at any time by mutual written concurrence.

ARTICLE 5. REIMBURSEMENT AND REPORTING REQUIREMENTS

- 5.1 Payment.** LOCAL GOVERNMENT will submit a single Request for Reimbursement upon completion of all SCOPE items. Any reimbursement under this Agreement shall be payable only after eligible costs are approved by NCTCOG. NCTCOG will approve payments as soon as practicable, but not later than forty-five (45) days after a complete Request for Reimbursement has been received, provided that complete and accurate supporting documentation has been submitted to NCTCOG. Costs incurred prior to execution of this Agreement are not be eligible for reimbursement. There shall be no obligation whatsoever to pay for performance of this Agreement from the monies of NCTCOG, other than grant funds received by NCTCOG from NCTCOG's funding agency for the purposes of reimbursement under this Agreement. NCTCOG shall provide LOCAL GOVERNMENT with written notice within five (5) business days after becoming aware that grant funds received by NCTCOG from NCTCOG's funding agency for the purposes of reimbursement under this agreement are no longer available for reimbursement to LOCAL GOVERNMENT.
- 5.2 Reimbursement.** LOCAL GOVERNMENT shall submit its Reimbursement Request to NCTCOG at TRGrants@nctcog.org. Requests for Reimbursement shall be submitted utilizing the template provided in Appendix I. Reimbursement Request shall be printed on letterhead and include proof of payment, applicable receipts, a signature by a certifying official as detailed in Article 5.3, and other supporting documentation. NCTCOG may deem a Request for Reimbursement incomplete if the data and/or documentation are incomplete or improper, or if the LOCAL GOVERNMENT fails to submit necessary reports or provide other information requested by NCTCOG under the terms of this Agreement. NCTCOG may reject requests for reimbursements which fail to demonstrate that costs are eligible for reimbursement and/or which fail to conform to the requirements of this Agreement.
- 5.3 Certifying Official.** As detailed in Article 5.2, the LOCAL GOVERNMENT is required to provide signed invoices. The individual noted below has the authority, on behalf of the LOCAL GOVERNMENT, to certify and serve as the signatory on invoices related to this project. By signing the invoice, Certifying Officials are acknowledging review of invoices to ensure expenses included in the invoice are consistent with the agreement, all services and costs are documented on the invoices are accurate and eligible, and all subrecipients and contractors have been fully paid. Any invoices received by NCTCOG without the signature of the individual noted below may result in the invoice being returned unpaid.

Certifying Official:

Name: Tammy Wilson

Title: Executive Director of Financial Services

- 5.4 Eligible Expenses.** Costs incurred by the LOCAL GOVERNMENT prior to final execution of this Agreement are not eligible for reimbursement. NCTCOG may reject requests for reimbursement which fail to demonstrate that costs are eligible for reimbursement and/or

which fail to conform to the requirements of this Agreement. Eligible and allowable expenses are limited to costs determined by NCTCOG in its sole discretion as eligible costs necessary to complete the Project and consistent with cost principles established in 2 CFR 200, Subpart E.

- 5.5 Availability of Funds.** Any reimbursement under this Agreement shall be payable only after eligible costs are approved by NCTCOG. This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited to the receipt and availability of funds which are received from the funding agency by NCTCOG dedicated for the purpose of this Agreement.
- 5.6 Return of Funds.** The LOCAL GOVERNMENT agrees to return funds received from NCTCOG for reimbursement under this Agreement where the LOCAL GOVERNMENT has failed to comply with the requirements set forth in this Agreement.
- 5.7 Annual Usage Reporting.** The LOCAL GOVERNMENT agrees to submit Annual Usage Reports to NCTCOG utilizing the form provided in Appendix B. Annual Usage Reports should be provided to NCTCOG no later than January 31 of each year.

ARTICLE 6. PROCUREMENT AND PROPERTY MANAGEMENT

- 6.1 Procurement Standards.** LOCAL GOVERNMENT agrees that its purchase of equipment/technology under this Agreement will comply with the procurement standards and requirements 2 CFR Part 200.316-.327 and any state law requirements applicable to the LOCAL GOVERNMENT. LOCAL GOVERNMENT shall ensure that contract clauses in Article 11 of this Agreement shall be included in all solicitations and resulting contracts for the purchase of equipment/technology under this Agreement. LOCAL GOVERNMENT shall use the following procurement methods for the purchase of items under this Agreement in the following order of preference:
- a. The use of purchase cooperative contract that meets the requirements of 2 CFR 200.316-.327. LOCAL GOVERNMENT may use a federally compliant purchase cooperative contract identified by NCTCOG or a purchase cooperative contract the LOCAL GOVERNMENT has determined meets the requirements of 2 CFR 200.316-.327. NCTCOG preapproval is not required; or
 - b. Only if no federally compliant purchase cooperative contract is available, LOCAL GOVERNMENT may conduct its own federally compliant procurement which must meet the specific requirements set forth in 2 CFR 200.316-.327; NCTCOG preapproval is not required.
 - c. LOCAL GOVERNMENT must obtain NCTCOG prior written approval for any sole source and/or non-competitive purchase.

If LOCAL GOVERNMENT fails to meet the requirements as described above, NCTCOG may deny reimbursement requests. If such failure is determined after reimbursement has been made, LOCAL GOVERNMENT agrees to return reimbursed funds that were not in compliance with these requirements, whether determined by NCTCOG, the State, or the United States Department of Transportation or its agents. The LOCAL GOVERNMENT'S Purchasing Manager or other equivalent position and/or personnel with oversight of the LOCAL GOVERNMENT'S purchasing functions shall acknowledge the requirements of this Article 6.1 by execution of Appendix H attached hereto.

- 6.2 Equipment Use, Management, and Disposition.** LOCAL GOVERNMENT agrees that its purchase of equipment/technology under this Agreement will comply with the property management standards and requirements outlined by the United States Department of Transportation in 2 CFR 200.312. The LOCAL GOVERNMENT agrees to provide NCTCOG reasonable information concerning the use and condition of the equipment upon request.

ARTICLE 7. MODIFICATION, WAIVER, AND SEVERABILITY

- 7.1 Whole Agreement.** This Agreement embodies all of the agreements of the parties relating to its subject matter and supersedes all prior understandings and agreements regarding such subject matter.
- 7.2 Severability.** In the event any one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intent of the Parties.
- 7.3 Changed Circumstances.** If future federal, State, or local statute, ordinance, regulation, rule, or action render this Agreement, in whole or in part, illegal, invalid, unenforceable, or impractical, the parties agree to delete and/or to modify such portions of the Agreement as are necessary to render it valid, enforceable, and/or practical. Each section, paragraph, or provision of this Agreement shall be considered severable, and if, for any reason, any section, paragraph, or provision herein is determined to be invalid under current or future law, regulation, or rule, such invalidity shall not impair the operation of or otherwise affect the valid portions of this instrument.
- 7.4 Assignment.** Without the prior written consent of NCTCOG, the LOCAL GOVERNMENT may not transfer or assign any rights or duties under or any interest in this Agreement.
- 7.5 Amendments.** Amendments to this Agreement must be agreed to in writing signed by each Party.

ARTICLE 8. MISCELLANEOUS PROVISIONS

- 8.1 Liability.** The Parties agree that neither party is an agent, servant, employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.
- 8.2 Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within reasonable time of the existence of such force majeure.

- 8.3 Property Insurance.** The LOCAL GOVERNMENT must maintain sufficient property insurance or self-insurance for the repair or replacement of any equipment/technology funded under this Agreement, unless otherwise expressly agreed upon in writing by NCTCOG.
- 8.4 Captions.** The captions, headings, and arrangements used in this Agreement are for convenience only and shall not in any way affect, limit, amplify, or modify its terms and provisions.
- 8.5 Disputes and Remedies.** The LOCAL GOVERNMENT and NCTCOG shall negotiate in good faith toward resolving any disputes that arise under this Agreement. This agreement does not limit any remedy or right under law available to a Party to enforce the terms herein.
- 8.6 Notice.** All notices regarding this Agreement shall be in writing and shall be delivered to the persons identified below:

NCTCOG**Mailing Address:**

Michael Morris, P.E.,
Transportation Director
North Central Texas Council of Governments
616 Six Flags Dr, CenterPoint II
Arlington, Texas 76011

NCTCOG Project Manager

Camille Fountain
Transportation Planner III
North Central Texas Council of Governments
616 Six Flags Dr, CenterPoint II
Arlington, Texas 76011

LOCAL GOVERNMENT**Project Manager:**

Matthew Hotelling
Traffic Engineer
2121 Cross Timbers Road
Flower Mound, Texas 75028

- 8.7 Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.
- 8.8 Regional ITS Memorandum of Understanding.** LOCAL GOVERNMENT agrees to exercise reasonable, good faith efforts to review, comment on and finalize with NCTCOG a Memorandum of Understanding Between Dallas-Fort Worth Regional Intelligent Transportation System Partners Concerning Guiding Principles for Multi-Agency Communication, Data and Video Sharing.

ARTICLE 9. ACCESSIBILITY AND MAINTENANCE OF RECORDS

- 9.1 Maintenance.** The LOCAL GOVERNMENT shall maintain a record keeping system for all of its activities, including program records and financial management records, which support and document all expenditures of funds made under this Agreement, in accordance with federal regulations, state rules, and the Agreement. This section shall not be interpreted to require maintenance of multiple exact duplicate copies of any record or document.
- 9.2 Retention.** All records must be maintained for a minimum of four (4) years following final reimbursement. In the event that any litigation or claim is still pending, these records shall be retained until resolution of the litigation or claim. NCTCOG, NCTCOG's funding agency, or their designees shall have access to all records that are directly applicable to this Agreement for the purpose of making audit examinations.

ARTICLE 10. AUDITS

- 10.1 Audits.** LOCAL GOVERNMENT agrees that NCTCOG, the State of Texas, and/or the Federal Government may conduct an audit, or investigation, and/or site visits related to funds received under this Agreement.
- 10.2 Single Audit Act.** As applicable, the PERFORMING PARTY shall comply with the requirements of the audit provisions of 2 CFR Part 200, Subpart F, which requires that a non-Federal entity that expends \$750,000 or more during the non-federal entity's fiscal year in federal awards must have a single or program-specific audit conducted for that year.

ARTICLE 11. REQUIRED CLAUSES AND ASSURANCES

- 11.1 Equal Employment Opportunity.** LOCAL GOVERNMENT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. LOCAL GOVERNMENT shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 11.2 Davis-Bacon Act.** LOCAL GOVERNMENT agrees to comply with all applicable provisions of 40 USC §3141 – 3148.
- 11.3 Contract Work Hours and Selection Standards.** LOCAL GOVERNMENT agrees to comply with all applicable provisions of 40 USC §3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.
- 11.4 Rights to Invention Made Under Contract or Agreement.** LOCAL GOVERNMENT agrees to comply with all applicable provisions of 37 CFR Part 401.
- 11.5 Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** LOCAL GOVERNMENT agrees to comply with all applicable provisions of the Clean Air Act under 42 USC §7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC §1251 – 1387, and the Energy Policy Conservation Act under 42 USC §6201.

- 11.6 Debarment/Suspension.** LOCAL GOVERNMENT is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. LOCAL GOVERNMENT and its subcontractors shall comply with the special provision "Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions" which is included as Appendix C of this agreement.
- 11.7 Restrictions on Lobbying.** LOCAL GOVERNMENT is prohibited from using monies for lobbying purposes; LOCAL GOVERNMENT shall comply with the special provision "Restrictions on Lobbying," which is included as Appendix D of this Agreement. LOCAL GOVERNMENT shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in applicable procurement solicitations. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable.
- 11.8 Procurement of Recovered Materials.** LOCAL GOVERNMENT agrees to comply with all applicable provisions of 2 CFR §200.322.
- 11.9 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Pursuant to Public Law 115-232, Section 889, and 2 CFR Part 200, including §200.216 and §200.471, NCTCOG is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with entities who use certain telecommunications and video surveillance equipment or services provided by certain Chinese controlled entities. The Subrecipient agrees that it is not providing NCTCOG with or using telecommunications or video surveillance equipment and services as prohibited by 2 CFR §200.216 and §200.471. Subrecipient shall certify its compliance through execution of the "Prohibited Telecommunications and Video Surveillance Services or Equipment Certification" which is included as Appendix G of this Agreement. The Subrecipient shall pass these requirements down to any of its contractors funded under this Agreement. The Subrecipient shall notify NCTCOG if the Subrecipient cannot comply with the prohibition during the performance of this Agreement.
- 11.10 Buy America.** The LOCAL GOVERNMENT agrees to comply with all Buy America requirements under 23 USC 313 and 23 CFR 635.410, which require a domestic manufacturing process for any steel or iron products. The LOCAL GOVERNMENT must provide a Buy America Certification, example Certification document attached as Appendix E, completed by the equipment manufacturer or demonstrate that the Federal Highway Administration has granted a waiver of the Buy America requirements.
- 11.11 Disadvantaged Business Enterprises (DBE).** The LOCAL GOVERNMENT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 and 2 CFR 200.320 in the award and administration of United States Department of Transportation-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.
- 11.12 Internal Compliance Program.** NCTCOG has adopted an Internal Compliance Program to prevent waste, fraud, or abuse. Contractors, agents, and volunteers can report suspected waste, fraud, or abuse at: <https://www.nctcog.org/agency-administration/compliance-portal>. Additional information regarding the Internal Compliance Program is available at the previous web address.

- 11.13 Domestic Preference.** As appropriate and to the extent consistent with law, the LOCAL GOVERNMENT should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, the following items shall be defined as: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

APPENDICES

The following appendices are attached and made part of this Agreement.

- Appendix A:** Call for Projects Application & Scope of Work
- Appendix B:** Annual Performance Usage Survey
- Appendix C:** Lower Tier Participant Debarment Certification
- Appendix D:** Lobbying Certification and Disclosure of Lobbying Activities
- Appendix E:** Buy America Certification
- Appendix F:** TxDOT Flow Down Provisions
- Appendix G:** Prohibited Telecommunications and Video Surveillance Services or Equipment Certification
- Appendix H:** Federal Procurement Requirements Acknowledgement
- Appendix I:** Reimbursement Request Form

IN WITNESS HEREOF, the parties have executed this Agreement. This Agreement is effective on the day the last Party signs.

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

Mike Eastland
Executive Director

Date

TOWN OF FLOWER MOUND

Mayor

Date

Theresa Scott
Town Secretary

Date

APPENDIX A
CALL FOR PROJECTS APPLICATION & SCOPE OF WORK



INCIDENT MANAGEMENT EQUIPMENT PURCHASE 2020 CALL FOR PROJECTS

North Central Texas Council of Governments

Incident Management Equipment Purchase CFP ILA SCOPE OF WORK TEMPLATE

1. **AGENCY NAME**
2. **PROJECT NAME:**
3. **TOTAL PROJECT AMOUNT AWARDED:**

4. SCOPE ITEMS

LOCAL GOVERNMENT has been awarded funds to purchase the following incident management equipment/technologies in the Quantities and Amounts shown below. LOCAL GOVERNMENT shall acquire and utilize the following equipment/technologies consistent with the terms of the agreement.

	Equipment/Technology Type (e.g., traffic control equipment, responder safety gear, dynamic message board, etc.)	Estimated Quantity (Included in Application)	Award Amount	Product Service Life (Specific to Each Product)
1	Multiple Event Response Trailer & Equipment	3	\$54,250	10 yr
2				
3				
4				
5				
6				
7				
8				
9				
10				

APPENDIX B
ANNUAL PERFORMANCE USAGE SURVEY

INCIDENT MANAGEMENT EQUIPMENT PURCHASE 2020 CALL FOR PROJECTS



North Central Texas Council of Governments

Annual Performance and Usage Survey

As a selected recipient through the NCTCOG Incident Management Equipment Purchase 2020 Call for Projects, your agency received funding to be used for the purchase of equipment and technology that aid in quick incident clearance and crash mitigation in the North Central Texas (NCT) Nonattainment Area. Included as a stipulation to receive the funds, recipient agencies are required to complete an annual performance and usage survey regarding the use of the equipment. Recipient agencies agree to utilize the equipment/technology purchased or it must be returned to NCTCOG. Please submit your completed survey (via Microsoft Forms link sent to your email address), and requested performance measures to Camille Fountain at cfountain@nctcog.org by January 31 annually.

AGENCY NAME

	PROJECT NAME	PRODUCT SERVICE LIFE EXPECTANCY	IS YOUR AGENCY STILL UTILIZING THE EQUIPMENT? (Y/N)
	<i>Specify Items Purchased as part of the CFP (if multiple items purchased, include one project per line item)</i>	<i>Specify the product service life at initial purchase and time remaining.</i>	
1			Yes ☐ No ☐ If No, explain below
2			Yes ☐ No ☐ If No, explain below
3			Yes ☐ No ☐ If No, explain below
4			Yes ☐ No ☐ If No, explain below
5			Yes ☐ No ☐ If No, explain below
6			Yes ☐ No ☐ If No, explain below
7			Yes ☐ No ☐ If No, explain below
8			Yes ☐ No ☐ If No, explain below
9			Yes ☐ No ☐ If No, explain below
10			Yes ☐ No ☐ If No, explain below

Supplemental Information:

1. Has the equipment/technology purchased meet your agency's expectations/needs? Yes ☐ No ☐ If No, please explain
(include project name and provide details)

2. If your agency is NOT utilizing the equipment/technology purchased through the NCTCOG Incident Management Call for Projects, please explain why. Include project name and provide details for each product not in use.

APPENDIX C

LOWER TIER PARTICIPANT DEBARMENT CERTIFICATION

APPENDIX C**CERTIFICATION REQUIREMENTS FOR RECIPIENTS OF GRANTS
AND COOPERATIVE AGREEMENTS REGARDING
DEBARMENT AND SUSPENSIONS**

Department of Transportation (DOT) Circular 2015.1 excludes entities and individuals that the federal government has either debarred or suspended from obtaining federal assistance funds through grants, cooperative agreements, or third-party contracts. NCTCOG has elected to include the requirements of the DOT Circular 2015.1 in all third-party contracts for federal funds. A certification process has been established by 49 CFR Part 29 as a means to ensure that debarred, suspended, or voluntarily excluded persons do not participate in a federally assisted project. The inability of a person to provide the required certification will not necessarily result in a denial of participation in a covered transaction. A person that is unable to provide a positive certification as set forth in the Circular may submit a complete explanation attached to the certification. DOT will consider the certification and any accompanying explanation in determining whether or not to provide assistance for the project. **Failure to furnish a certification or any explanation may disqualify that person from participating in the project.**

Each potential third-party contractor, subcontractor under a third-party contract, subgrantee, or subrecipient must provide to the grantee or recipient of a cooperative agreement, as appropriate, a certification for a lower-tier participant. In general, lower-level employees or procurements of less than \$25,000 will not be covered by the certification process procedures, except in the case of procurements with individuals that would have a critical influence on or substantive control over the project; nevertheless, a participant is not authorized to involve a lower-level employee or enter into a contract of less than \$25,000 with a person actually known by the participant to be debarred, suspended or voluntarily excluded.

NCTCOG requires each potential contractor subgrantee, or subrecipient for a third-party contract to complete the certification in Appendix C.2 for itself and its principals.

If an applicant for a grant or cooperative agreement or a potential contractor for a third-party contract knowingly enters into a lower-tier covered transaction such as a third-party contract or subcontract under a major third-party contract or subgrant with a person that is suspended, debarred, ineligible, or voluntarily excluded from participation in the project, in addition to other remedies available to the federal government, DOT may terminate the grant or subcontract, the underlying grant or cooperative agreement for cause or default.

APPENDIX C.1
CERTIFICATION INFORMATION

This certification is to be used by contractors pursuant to 49 CFR 29 when any of the following occur:

- any transaction between the contractor and a person (other than a procurement contract for goods and services), regardless of type, under a primary covered transaction.
- any procurement contract for goods or services when the estimated cost is \$25,000 or more.
- any procurement contract for goods or services between the contractor and a person, regardless of the amount, under which the person will have a critical influence on or substantive control over that covered transaction. Such persons include principal investigators and providers of federally required audit services.

A *procurement* transaction is the process of acquiring goods and services.

A *nonprocurement* transaction is the granting of financial assistance to entities to assist the grantor in meeting objectives that are mutually beneficial to the grantee and grantor.

A COPY OF THIS CERTIFICATION IS TO BE FURNISHED TO AUTHORIZED REPRESENTATIVES OF THE STATE OR THE UNITED STATES DEPARTMENT OF TRANSPORTATION UPON REQUEST.

APPENDIX C.2
LOWER TIER PARTICIPANT DEBARMENT CERTIFICATION

_____, being duly
(Name of certifying official)

sworn or under penalty of perjury under the laws of the United States, certifies that neither

_____, nor its principals
(Name of lower tier participant)

are presently:

- debarred, suspended, proposed for debarment,
- declared ineligible,
- or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the above identified lower-tier participant is unable to certify to any of the above statements in this certification, such prospective participant shall indicate below to whom the exception applies, the initiating agency, and dates of action.

Exceptions will not necessarily result in denial of award but will be considered in determining contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

EXCEPTIONS:

Signature of Certifying Official

Title

Date of Certification

APPENDIX D
LOBBYING CERTIFICATION

APPENDIX D
LOBBYING CERTIFICATION

RESTRICTIONS ON LOBBYING

Section 319 of Public Law 101-121 prohibits recipients of federal contracts, grants, and loans exceeding \$100,000 at any tier under a federal contract from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. Section 319 also requires each person who requests or receives a federal contract or grant in excess of \$100,000 to disclose lobbying.

No appropriated funds may be expended by the recipient of a federal contract, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any federal executive department or agency as well as any independent regulatory commission or government corporation, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

As a recipient of a federal grant exceeding \$100,000, NCTCOG requires its subcontractors of that grant to file a certification, set for in Appendix D.1, that neither the agency nor its employees have made, or will make, any payment prohibited by the preceding paragraph.

Subcontractors are also required to file with NCTCOG a disclosure form, set forth in Appendix C.1, if the subcontractor or its employees have made or have agreed to make any payment using nonappropriated funds (to include profits from any federal action), which would be prohibited if paid for with appropriated funds.

**APPENDIX D.1
LOBBYING CERTIFICATION
FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Title

Agency

Date

TxDOT
1-91
TPFS

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 USC Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name address city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1.) If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; invitation for Bid (B) number, grant announcement number; the contract grant, or loan award number; the application/proposal control number assigned by the Federal agency.) Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 40 to influence the covered Federal action.

(b) Enter the full names of the individuals(s) performing services and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate boxes(s). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contract with Federal officials. Identify the Federal official(s) or employee(s) contracted or the officer(s), employees, or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and the telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction
Standard Form - LLL-A

APPENDIX E
BUY AMERICA CERTIFICATION

The undersigned certifies that the following equipment complies with the Federal Highway Administration Buy America requirements under 23 CFR 635.410 requiring a domestic manufacturing process for any steel or iron products (including protective coatings).

1. _____
2. _____
3. _____
4. _____
5. _____

To be considered domestic, all steel and iron used, and all products manufactured from steel and iron must be produced in the United States and all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied. This requirement does not preclude minimal use of foreign steel, and iron materials that does not exceed one-tenth of one percent of the total contract cost or \$2,500, whichever is greater.

Name, Title

Company

Date

The undersigned cannot certify that the following equipment complies with the Federal Highway Administration Buy America requirements under 23 CFR 635.410 requiring a domestic manufacturing process for any steel or iron products (including protective coatings).

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

The Buy America certification cannot be made for the following reasons:

Name, Title

Company

Date

APPENDIX F
TXDOT FLOW DOWN PROVISIONS

**FLOW DOWN PROVISIONS FROM
TEXAS DEPARTMENT OF TRANSPORTATION
FUNDING AGREEMENT**

1. Civil Rights Compliance

- a. Compliance with Regulations: LOCAL GOVERNMENT will comply with the Acts and the Regulations relative to Nondiscrimination in federally assisted programs of the United States Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.
- b. Nondiscrimination: LOCAL GOVERNMENT, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. LOCAL GOVERNMENT will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.
- c. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by LOCAL GOVERNMENT for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by LOCAL GOVERNMENT of obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: LOCAL GOVERNMENT will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of LOCAL GOVERNMENT is in the exclusive possession of another who fails or refuses to furnish this information, LOCAL GOVERNMENT will so certify to NCTCOG, the Texas Department of Transportation ("the State") or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of LOCAL GOVERNMENT'S noncompliance with the Nondiscrimination provisions of this contract, NCTCOG will impose such contract sanctions as it the State or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to LOCAL GOVERNMENT under the contract until the LOCAL GOVERNMENT complies and/or
 - ii. cancelling, terminating, or suspending of the contract, in whole or in part.
- f. Incorporation of Provisions: LOCAL GOVERNMENT will include the provisions of paragraphs (a) through (f) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. LOCAL GOVERNMENT will take such action with respect to any subcontract or procurement as NCTCOG, the State, or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if LOCAL GOVERNMENT becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, LOCAL GOVERNMENT may request the State to enter into such litigation to protect the interests of the State. In addition, LOCAL GOVERNMENT may request the United States to enter into such litigation to protect the interests of the United States.

2. Disadvantaged Business Enterprise Program Requirements

- a. LOCAL GOVERNMENT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. LOCAL GOVERNMENT shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts.
- b. Each sub-award or sub-contract must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

3. Federal Funding Accountability and Transparency Act Requirements

- a. As a recipient of funds under this agreement LOCAL GOVERNMENT agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and
<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.

- b. LOCAL GOVERNMENT agrees that it shall:
 - i. Obtain and provide to NCTCOG a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 - ii. Obtain and provide to NCTCOG a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and
- c. Report total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the United States Securities and Exchange Commission.

4. Single Audit Report

- a. LOCAL GOVERNMENT shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
- b. If threshold expenditures of \$750,000 or more are met during the fiscal year, LOCAL GOVERNMENT must submit a Single Audit Report and Management Letter (if applicable) to NCTCOG.
- c. If expenditures of less than the threshold during LOCAL GOVERNMENT'S fiscal year, LOCAL GOVERNMENT must submit a statement to NCTCOG as follows: "We did not

meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

- d. For each year the project remains open for federal funding expenditures, LOCAL GOVERNMENT will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

5. Pertinent Non-Discrimination Authorities

During the performance of this contract LOCAL GOVERNMENT, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (42 USC §2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- b. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC §4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- c. Federal-Aid Highway Act of 1973, (23 USC §324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- d. Section 504 of the Rehabilitation Act of 1973, (29 USC §794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- e. The Age Discrimination Act of 1975, as amended, (49 USC §6101 et seq.), (prohibits discrimination on the basis of age).
- f. Airport and Airway Improvement Act of 1982, (49 USC Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- h. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38.
- i. The Federal Aviation Administration's Nondiscrimination statute (49 USC §47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

- I. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 USC 1681 et seq.).

APPENDIX G

**PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR
EQUIPMENT CERTIFICATION**

APPENDIX G**PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT CERTIFICATION**

This Agreement is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, for prohibition on certain telecommunications and video surveillance or equipment.

Public Law 115-232, Section 889, identifies that restricted telecommunications and video surveillance equipment or services (e.g., phones, internet, video surveillance, cloud servers) include the following:

- A) Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).
- B) Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).
- C) Telecommunications or video surveillance services used by such entities or using such equipment.
- D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country.

The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

☐ The Subrecipient hereby certifies that it does comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

SIGNATURE OF AUTHORIZED PERSON: _____

NAME OF AUTHORIZED PERSON: _____

NAME OF COMPANY: _____

DATE: _____

-OR-

☐ The Subrecipient hereby certifies that it cannot comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

SIGNATURE OF AUTHORIZED PERSON: _____

NAME OF AUTHORIZED PERSON: _____

NAME OF COMPANY: _____

DATE: _____

APPENDIX H

FEDERAL PROCUREMENT REQUIREMENTS ACKNOWLEDGEMENT

APPENDIX H**FEDERAL PROCUREMENT REQUIREMENTS ACKNOWLEDGEMENT**

By signing below, the Purchasing Manager or equivalent position or personnel responsible for oversight of procurement activities within the LOCAL GOVERNMENT acknowledges the following:

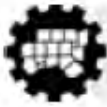
1. I have read Article 6.1 of the attached Agreement and understand that purchases under this Agreement must comply with 2 CFR 200.316-.327 in addition to any applicable state law requirements.
2. I will ensure that contract clauses in Article 11 of this Agreement shall be included in all solicitations and resulting contracts for the purchase of equipment/technology under this Agreement.
3. The preferred method for the purchase of items under this Agreement is the use of a procurement cooperative contracts that comply with requirements 2 CFR 200.316-.327 and applicable state law requirements.
4. Only if no federally compliant purchase cooperative contract is available, LOCAL GOVERNMENT may conduct its own federally compliant procurement, which must meet the specific requirements set forth in 2 CFR 200.316-.327.
5. LOCAL GOVERNMENT must obtain NCTCOG prior written approval for any sole source and/or non-competitive purchase.
6. If LOCAL GOVERNMENT fails to meet the requirements as described above NCTCOG may deny reimbursement requests.

Signature of Purchasing Manager/Equivalent Position

Name, Title

Date

APPENDIX I
REIMBURSEMENT REQUEST FORM

INCIDENT MANAGEMENT EQUIPMENT PURCHASE 2020 CALL FOR PROJECTS

North Central Texas Council of Governments

Reimbursement Request Form

1. Agency Name:
2. Project Name:
3. NCTCOG Agreement Number (e.g., TRNxxxx)
4. Approved Award Amount:
5. Total Expenses Incurred: **US\$**
6. Total Reimbursement Amount Requested: **US\$**
7. As outlined in Article 3 of the Interlocal Cooperative Agreement executed with NCTCOG, were any adjustments made to the scope of work?
 - ☐ No
 - ☐ Yes (Selecting yes confirms that approval for scope changes was previously received, in writing, from the NCTCOG Project Manager, prior to LOCAL GOVERNMENT requesting reimbursement.)
8. **Itemized Purchases**

As mentioned in Article 5.2 of the agreement, all Requests for Reimbursement(s) shall include the LOCAL GOVERNMENT's invoice on agency's letterhead with signature by Certifying Official identified in Article 5.3 of the agreement, proof of payment, applicable receipts, and other supporting documentation. NCTCOG may deem a Request for Reimbursement incomplete if the data and/or documentation are incomplete or improper, or if the LOCAL GOVERNMENT fails to submit necessary reports or provide other information requested by NCTCOG under the terms of this Agreement. NCTCOG may reject requests for reimbursements which fail to demonstrate that costs are eligible for reimbursement and/or which fail to conform to the requirements of this Agreement.

	Equipment/Technology Purchased	Quantity	Unit Price	Total Amount
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

SIGNATURE (Certifying Official):

All reimbursement requests shall be submitted within 30 days of purchase, to NCTCOG at the email address below:

Email: TRgrants@nctcog.org



TOWN COUNCIL AGENDA ITEM NO. 6 CONSENT ITEM

DATE: May 17, 2021

FROM: Chuck Jennings, Director of Parks and Recreation

ITEM: Consider approval of the naming of the park property located on the 13.11 acre tract located within the Townlake Phase IV residential development as Trotter Park.

BACKGROUND INFORMATION: The naming or renaming of Town parks is the responsibility of the Parks Board. The process for determination of a name for recommendation to the Town Council is specified in Town Ordinance Sec. 54-1. The 13.11-acre tract was dedicated to the Town in November of 2020. Per the Town's code of ordinances, names for new parks shall typically be established within 90 days from the date of land acquisition or at the earliest possible time.

At the February 4, 2021, regular meeting, the Chair of the Parks Board appointed a committee that was tasked with recommending a name for the new park. The Naming Committee consisted of board members Mark Mayer, Al Pichon, and Jennifer Romaszewski. The committee met via Zoom on March 11 & 24, 2021. The Naming Committee looked at a variety of different options that took the following into consideration: streets, geographical locations, ecological features, historical figures, events, and concepts.

Utilizing the information provided by staff, the Denton County Historical Commission, and lots of brainstorming with some help from the public, the Committee recommended at the April 1, 2021, Parks Board meeting that the Board consider Trotter Park as the official name for the park. The Committee considered names from multiple categories, focusing on the area, the local flora and fauna, the long history of equestrian activities in that area, and the fact that this park will be in the western/central area of Flower Mound. The members considered patriotic terms, names of Flower Mound citizens that lived in the area, different birds and animals that thrive in the area, but kept coming back to the horse/equestrian theme.

Trotter Lane is a street that is adjacent to the park and will serve as the future entry road to the new park. Trotter Lane extends across FM1171 into the Saddle Oaks subdivision which currently has existing equestrian trails. The word trotter is defined as a horse bred or trained for the sport of harness racing. Trotter elicits thoughts of the equestrian activities in the area, identifies the area and location as Trotter Lane is a cross street that will make finding the future park easy, and will provide unique theming opportunities for the future design of the park. The name Trotter Park provides a simple, yet thought-provoking name that will be memorable and celebrates the surrounding area.

BOARD REVIEW/CITIZEN FEEDBACK: The Parks Board recommended approval by a unanimous vote of 6 to 0 at its April 1, 2021, regular meeting. <https://flowermoundtx.swagit.com/play/04012021-731>

ALTERNATIVES/OPTIONS: The Town Council can decide to name the park something different or send the item back to the Parks Board for additional options.

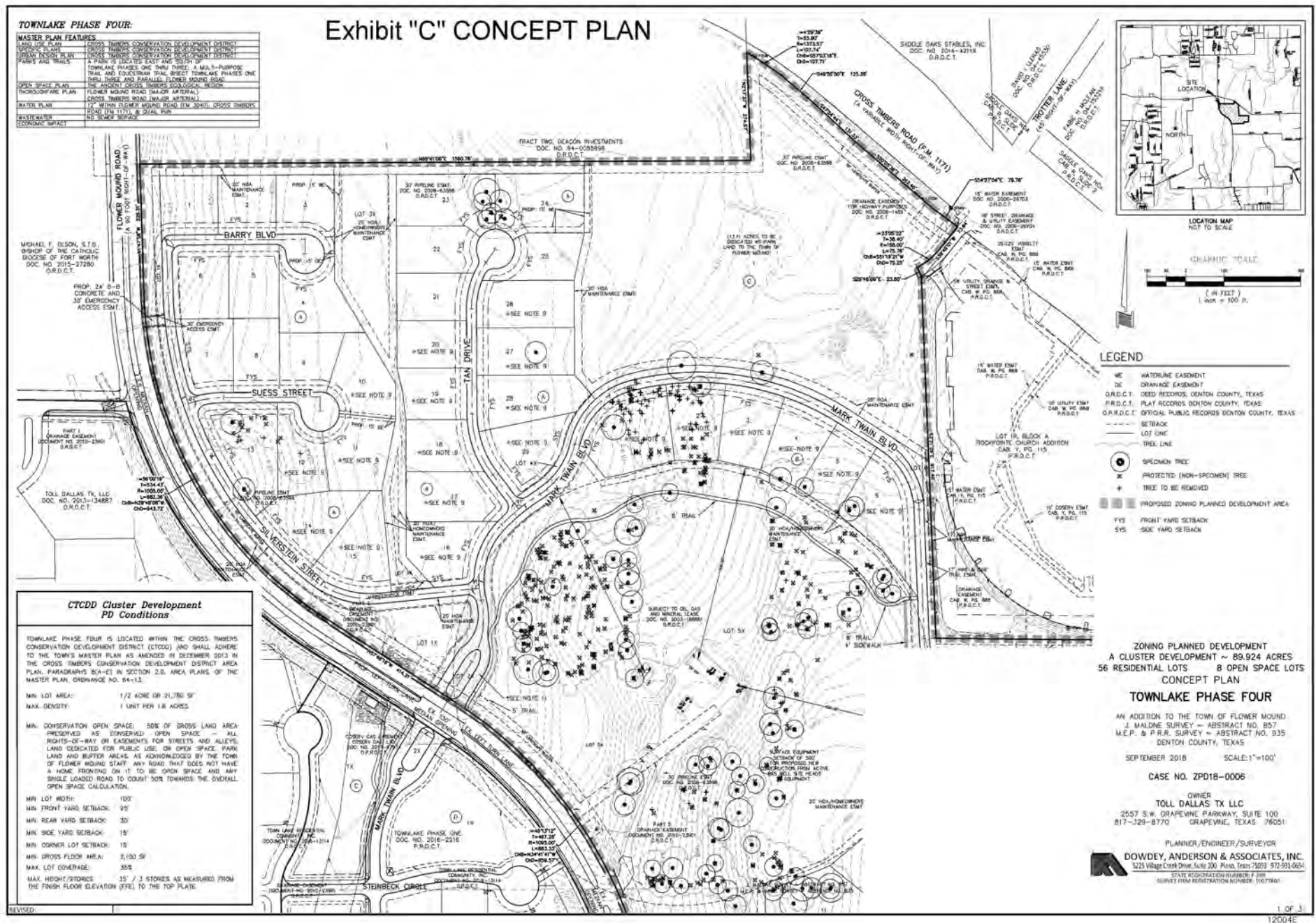
FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Site map of the development

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





TOWN COUNCIL AGENDA ITEM NO. 7 CONSENT ITEM

DATE: May 17, 2021

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

ITEM: Consider approval of a Professional Services Agreement with Kimley-Horn and Associates, Inc., for the design phase services for the Range Wood Drive Drainage Improvements project, in the amount of \$189,000.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: Range Wood Drive has a history of flooding during larger storm events. The current drainage system is meant to convey runoff from Kings Road under Range Wood Drive to Timber Creek. However, the current drainage system is undersized and cannot convey the runoff as intended. This causes the drainage system to surcharge, flood Range Wood Drive, Kings Road, homes along Range Wood, disrupts traffic, and limits EMS response capabilities. On July 20, 2020 Council approved the professional services agreement with Kimley-Horn and Associates for the Range Wood Drive Drainage Evaluation. This professional services agreement provides for design and construction plan preparation for the Range Wood Drive Drainage improvements identified through the Range Wood Drive Drainage Evaluation.

The Range Wood Drive Drainage project will provide approximately 1,320 linear feet of open channel improvements along Kings Road and Lusk Lane, concrete flumes along Range Wood Drive, inlet improvements to the existing Range Wood Drainage system, and road improvements to Range Wood Drive at the intersection of Lusk.

The project will provide increased drainage runoff conveyance of Range Wood Drive and the surrounding area. This will reduce flooding, road closures and provide for reliable EMS services to the area.

BOARD REVIEW/CITIZEN FEEDBACK: On December 17, 2020, a public meeting was held with the residents of Range Wood Drive to discuss Range Wood Drive flooding and possible solutions identified through the Kimley-Horn Range Wood Drive Drainage Evaluation. All attending residents were in favor of the project.

ALTERNATIVES/OPTIONS: A decision to not approve the proposed agreement would leave the Range Wood area vulnerable to flooding. In larger storm events the area would flood, traffic disruptions and limitations to EMS response would continue.

FISCAL IMPACT: \$189,000.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$189,000.00	610-590-98915

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

Total project cost is \$350,000. Funding sources are:

- Other \$ 350,000

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

ATTACHMENTS:

1. Professional Services Agreement

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

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

This contract is entered into on this 17th day of May, 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 **Kimley-Horn and Associates, Inc.**, ("hereinafter referred to as "CONSULTANT") whose address is 801 Cherry Street, Unit 11, Suite 1300, Fort Worth, TX 76102.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to surveying, design and providing construction documents for the Range Wood Drive Drainage Improvements project; and

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

TERMS OF AGREEMENT

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

I.

Employment of Consultant

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

II.

Scope of Services

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

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed One Hundred Eighty-Nine Thousand and No/100 Dollars (\$189,000.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

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

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

Assuming that TOWN agrees with the invoice, that TOWN has not determined any of the work to be unsatisfactory, or that TOWN otherwise does not dispute any of the amounts billed, TOWN shall make payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted in compliance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251.

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

IV.

Revisions of the Scope of Services

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

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

V.

Term

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

VI.

Contract Termination Provision

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

entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract.

VII.

Ownership of Documents

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

VIII.

Insurance

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

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

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

The following policies and coverage shall be required:

1. Worker's Compensation Insurance (as required by law) with the policy endorsed to provide a waiver of subrogation as to TOWN; such policy to provide for Employers' Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease-each employee, \$500,000.00 disease-policy limit;
2. Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractor's and Contractual Liability, including but not limited to coverage for all of the indemnification obligations of CONSULTANT under this Contract, and fully insuring CONSULTANT's liability for injury to or death of employees of TOWN and of third parties, extended to include personal injury liability coverage and for damage to property of third parties, with minimum combined single limits of \$1,000,000 per occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate per occurrence. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis;
3. Business Automobile Liability Insurance, covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000.00 per occurrence; and
4. Professional Liability Insurance: CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance, which may be written on a claims made form provided that "tail coverage" or continuation coverage is provided. Limits of liability shall be \$1,000,000.00 per claim, \$1,000,000.00 annual aggregate.

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

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

1. The TOWN shall be named as an additional insured on the Commercial General Liability policy, by using endorsement CG2026 or broader;
2. The TOWN shall also be named as an additional insured as to all other applicable coverage save and except the Worker's Compensation Insurance and Professional Liability Insurance;

3. Each policy will require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to TOWN by certified mail to:

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

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

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

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

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

D. CONSULTANT agrees to the following:

1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of

recovery or subrogation against TOWN, it being the intention that the insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies;

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

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

IX.

Right to Inspect Records

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

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

X.

Successors and Assigns

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

XI.

CONSULTANT's Liability

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

XII.

Indemnification

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

CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS CONTRACT, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION IS THE RESULT IN PART OF TOWN'S NEGLIGENCE OR FAULT, AND CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT TOWN AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS, INCLUDING PAYMENT OF TOWN'S REASONABLE ATTORNEYS' FEES. IN THE EVENT OF A CLAIM IS BROUGHT AGAINST TOWN, TOWN SHALL HAVE THE RIGHT TO RETAIN LEGAL COUNSEL OF ITS CHOOSING IN DEFENSE OF SUCH A CLAIM, AND SUCH ELECTION SHALL NOT RELIEVE CONTRACTOR OF ITS OBLIGATIONS UNDER THIS SECTION.

XIII.
Independent Contractor

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

XIV.
Default

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

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

- (a) Specific performance of the Contract;
- (b) Re-performance of this Contract at no extra charge to TOWN; or
- (c) Monetary damages.

XV.
Provisions Surviving Termination

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

XVI.
Changes

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

XVII.
Conflicts of Interest

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

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

XVIII.
Confidential Information

CONSULTANT hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Contract, which is of a confidential, non-public or proprietary nature. CONSULTANT shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use

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

XIX.
Notice Information

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

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

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

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

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

XX.
Applicable Law

The Contract is entered into subject to the Flower Mound Town Charter and ordinances of TOWN, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal

laws. CONSULTANT will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with CONSULTANT's income.

XXI.
Non-Discrimination

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

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

XXII.
Arbitration

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

XXIII.
No Waiver of Governmental Immunity

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

XXIV.
Severability

If any of the terms, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XXV.
Remedies

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

XXVI.
Entire Agreement

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

XXVII.
Non-Waiver

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

XXVIII.
Headings

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

XXIX.
Venue

Situs of this Contract is agreed to be Denton County, Texas, for all purposes, including performance and execution, and the parties to this Contract agree and covenant that this Contract will be enforceable in Flower Mound, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Denton County, Texas.

XXX.
No Third Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (TOWN and CONSULTANT) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship

with TOWN or CONSULTANT or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either TOWN or CONSULTANT.

[The remainder of this page is left blank intentionally]

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

THE TOWN OF FLOWER MOUND, TEXAS

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

Date Signed: _____

Attest:

Town Secretary

[The remainder of this page is left blank intentionally]

CONSULTANT:
Kimley-Horn and Associates, Inc.

By: Scott R. Arnold
Name: Scott R. Arnold
Title: Vice President

Date Signed: May 5, 2021

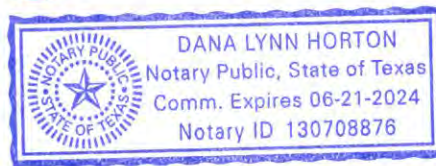
State of Texas §
 §
County of Tarrant §

This instrument was acknowledged before me on the 5th day of May, 2021, by Scott R. Arnold in his capacity as Vice President of Kimley-Horn and Associates, Inc., a North Carolina Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of Kimley-Horn and Associates, Inc.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 5th
DAY OF MAY, 2021.

Dana Lynn Horton
Notary Public, State of Texas

My Commission Expires:
06-21-2024



ATTACHMENT A

SCOPE OF SERVICES

PROJECT NAME: RANGE WOOD DRIVE CONSTRUCTION IMPROVEMENTS

PROJECT UNDERSTANDING

This project consists of preparing a design and construction plans for the construction of the Range Wood Drive Improvements. It is anticipated the Range Wood Drive Improvements may consist of the design of a storm water conveyance system from the existing infall of the Range Wood system on Kings Road to the west along Kings Road to the intersection of Kings Road and Lusk Lane. The improvements, consisting of an open or closed drainage facility, will then extend to the south along Lusk Lane's eastern right of way to Timber Creek. The improvements will also consist of designing one to two flumes at low points along Range Wood Drive and the design of a new infall structure at Kings Road. This scope includes design phase services and does not include Bidding and Construction Phase Services.

SCOPE OF PROFESSIONAL SERVICES

TASK 1: GENERAL ITEMS, MEETINGS, DATA COLLECTION

- A. Record Drawing Research - Work with Town staff to obtain all available record drawings for the developments within the subbasin and associated storm water infrastructure projects within the subbasin. Record drawings and data was obtained during the concept design phase. This task includes collecting additional data/record drawing from Town staff, as well as available franchise utility information.
- B. Kick-off Meeting - Conduct kick-off meeting with the Town to confirm the goals, schedule, and deliverables for the project.
- C. Project Management – Prepare project schedule, conduct internal project meetings, prepare monthly invoices, and prepare project deliverables.

TASK 2: DESIGN PHASE SERVICES

- A. Perform general project management related tasks such as routine communication with the Town, project status updates, quality control efforts, internal team meetings, project invoicing, project planning efforts, preparation of the project schedule and updates to the project schedule.

- B. Conduct up to three (3) site visits to observe pre-construction conditions, review topographic features, and to review the design performed as part of this task prior to bidding the project.
- C. Prepare for, attend and conduct up to two (2) project meetings with the Town to discuss the design/project.
- D. Review the geotechnical recommendations performed as part of Task 4.
- E. Review the topographic survey prepared as part of Task 3. The Consultant will convert the survey information into the format of the design plans (drafting, lineweights, linetypes and 3-D surfaces).
- F. Design an open channel alignment (1,320 feet) along Kings Road and Lusk Lane to convey the stormwater from Kings Road to Timber Creek. The open channel will be designed to convey a 50-year design storm if possible and take into consideration the backwater effect of Timber Creek. Coincidental peaks may be considered in the design if the Town allows. The Consultant will review the HEC-RAS model for Timber Creek to assist in the sizing and determining the backwater condition.
- G. Design one to two concrete flumes (150 feet each) from Range Wood Drive to Timber Creek. The Consultant will determine the size of the flumes (using a Rational Method Calculation) to assist in flood mitigation efforts from the storm water inundation from Range Wood Drive. The flumes will 'surface flow' to the creek. Erosion protection will be provided where needed.
- H. Evaluate the road entrance at Lusk Lane and Range Wood Drive to see if there are opportunities to adjust the road elevations to provide additional gutter capacity and reduce the amount of overtopping of storm water onto Range Wood Drive from Lusk Lane. A design will be prepared to provide additional gutter capacity while maintaining drivability.
- I. Design an infall structure to be located adjacent to the existing infall structure at Kings Road. The infall structure will be sized to capture the capacity of the downstream 66" pipe and reduce the required headwater needed to allow the infall structures to function without inundating the adjacent properties. It is anticipated the infall structures will consist of a concrete box structure with a grate/area opening top.
- J. Prepare engineered construction plans (22"x34", 1:20 scale) for the project. It is anticipated the following sheets may be included in the construction plans:
 - 1. Cover Sheet with Index of Sheets – 1 Sheet
 - 2. General Notes – 1 Sheet
 - 3. Dimensional Control/Borings – 2-3 Sheets

4. Open Channel Plan and Profile (1"=20' scale) – 4-6 Sheets
 5. Cross Sections (every 25') – 10-15 Sheet
 6. Lusk Lane/Range Wood Drive Intersection Grading Sheet– 1 Sheet
 7. Infall Structure Sheet-1 Sheet
 8. Flume Sheets-1-2 Sheets
 9. Storm Design (Drainage Area Map, Calculations) – 1-3 Sheets
 10. Erosion Control Sheet – 1-2 Sheets
 11. General Construction Details
 12. TxDOT Details (where appropriate)
- K. Coordinate with Town staff regarding the location of existing water lines in the area.
- L. The Consultant will prepare 60%, 90% and final construction plans. Each submittal will be provided to the Town for review and comment. The Consultant will meet with the Town and address one round of comments for each submittal.
- M. Coordinate with franchise utility companies by providing construction plans to the companies and notifying them of potential conflicts. The Consultant will provide the franchise utility companies plans at 60%, 90% and final submittals.
- N. Prepare an Opinion of Probable Construction Costs (OPCC) for the 60%, 90% and final construction improvements.
- O. The Consultant will provide pay items, details, and specifications to the Town so the Town can prepare the contract documents and bid the project.
- P. Assist the Town with hosting one (1) public meeting. This includes attending the public meeting and providing graphic exhibits of the proposed project.

Meetings:

- Kickoff meeting
- 60% plan review meeting
- 90% plan review meeting
- Final plan review meeting
- Franchise utility coordination meeting, if needed

Deliverables:

- Up to two (2) copies of the 60% construction plans (22"x34"), provide pdf copy, 60% OPCC
- Up to two (2) copies of the 90% construction plans (22"x34"), provide pdf copy, 90% OPCC
- Up to four (4) copies of the final construction plans (11"x17", 22"x34") and contract documents (8.5"x11"), provide pdf copy, final OPCC.

TASK 3: TOPOGRAPHIC SURVEY

The Consultant, through a subconsultant, will provide topographic survey for the following limits:

- Approximately 550 linear feet along Lusk Lane from Timber Creek to Kings Road.
- Approximately 1,200 linear feet along Kings Road from the Lusk Lane/Kings Road intersection to the Kings Road infall for Range Wood Drive
- Approximately 200 feet (each) for two flume locations to be constructed on the southside of Range Wood Drive
- Approximately 100 feet of Range Wood Drive at the intersection of Lusk Lane and Range Wood Drive

Other subtasks consist of the following;

- A. Establish horizontal control points.
- B. Establish a vertical control benchmark circuit as needed throughout the project.
- C. Set horizontal and vertical control points, which shall be based on NAD 83 and NAVD 88.
- D. Perform a survey to identify and locate existing topographic within the project limits described above. The following items will be surveyed:
 - Property corner monumentation
 - Existing pavement, curbs, sidewalks, barrier free ramps, etc.
 - Existing storm drain inlets, manholes, junction boxes (including culvert sizes and invert elevations)
 - Outfalls and erosion control
 - Trees (3" and larger)
 - Utility manholes (including rims/inverts), vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities
 - Signs (excluding temporary signs)
 - Buildings and permanent structures
 - Retaining walls
 - Landscaping
 - Fence limits and material types (excluding temporary fences)
 - Concrete abutments and riprap
 - Culverts/ flume
 - Downstream and upstream sanitary sewer manholes
- E. Perform cross-sections throughout project limits at 50-foot intervals and at grade breaks.

- F. Prepare a final topographic drawing in digital format (including contours and breaklines) showing the features located in the field and an ASCII coordinate file of the points located in the field.

TASK 4: GEOTECHNICAL ENGINEERING

The Consultant, through its subconsultant, will provide geotechnical testing services of subsurface conditions for this project. The geotechnical analysis will identify the types of soils present and subsurface soil conditions. Four (4) bores will be performed to determine the soil conditions. The geotechnical engineer will recommend a pavement section to be relied upon in the design. A geotechnical study will be provided to the Town for their records.

ADDITIONAL SERVICES

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

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

ATTACHMENT B

COMPENSATION

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

TASK 1 – General Items, Meetings, Data Collection	\$6,000
TASK 2 – Design Phase Services	\$150,500
TASK 3 – Topographic Survey	\$25,000
TASK 4 – Geotechnical Engineering	\$7,500
<u>TOTAL</u>	<u>\$189,000</u>

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

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

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

**TOWN COUNCIL AGENDA ITEM NO. 8****CONSENT ITEM****DATE:** May 17, 2021**FROM:** Kari Biddix, Park Development Manager**ITEM:** 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.

BACKGROUND INFORMATION: A request for statement of qualifications (SOQ) to produce a tennis center feasibility study was issued via the Town's e-procurement system and advertised in the Denton Record Chronicle on February 14, 2021, and February 21, 2021. The Town is looking for a qualified firm to conduct and prepare a needs assessment and feasibility study so the Town can determine whether to proceed with planning, funding, and developing an outdoor tennis center. The Town is seeking a system-wide approach to evaluating current tennis facilities and amenities in order to develop goals, policies, program pricing methodology, and guidelines along with achievable strategies. The study will provide data and information to analyze the market, to determine the size and amenities to be included in the tennis facility, project costs, partnership strategies, funding models, operating budgets, and economic impact for the future tennis center project.

Four proposals were received by the bid receipt date of March 17, 2021. A selection committee comprised of the Director of Parks and Recreation Services, Assistant Director of Parks and Recreation Services, Park Development Manager, Athletics Supervisor, and Parks Superintendent, conducted evaluations of the proposals based on the following evaluation criteria:

- Quality and responsiveness of the proposal
- Ability, and experience; qualifications of staff
- Firm's processes, services to be provided, approach, methodology, and schedule
- Familiarity with the Town
- Price
- References

BOARD REVIEW/CITIZEN FEEDBACK: The Parks Board approved the list of projects for the FY 2020-2021 CIP which included funding for the Tennis Center Feasibility Study in the amount of \$50,000.00 at their June 4, 2020, meeting. The Community Development Corporation approved funding for the FY 2020-2021 CIP, recommended by the Parks Board at their June 30, 2020, meeting.

ALTERNATIVES/OPTIONS: If this item is not approved, the future planning of the tennis center project could be put on hold until a feasibility study can be completed.

FISCAL IMPACT: \$49,950.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$49,950.00	317-110-90603

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

Total project cost is \$50,000. Funding sources are:

- Dedicated Sales Tax \$ 50,000

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.

Attachment 1

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
Pros Consulting, INC.**

This contract is entered into on this 17th day of May, 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 **Pros Consulting, INC.**, (“hereinafter referred to as “CONSULTANT”) whose address is 35 Whittington Dr., Suite 300, Brownsburg, Indiana 46112.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to conduct a Feasibility Study for the future Tennis Center project; and

WHEREAS, CONSULTANT is a full-service management, consulting, and planning firm focusing on services to government and not-for-profit agencies qualified to provide such services and is willing to undertake the performance of such services for the TOWN in exchange for fees hereinafter specified;

TERMS OF AGREEMENT

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

**I.
Employment of Consultant**

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

II.

Scope of Services

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

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed Forty-Nine Thousand Nine Hundred Fifty and No/100 Dollars (\$49,950.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

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

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

Assuming that TOWN agrees with the invoice, that TOWN has not determined any of the work to be unsatisfactory, or that TOWN otherwise does not dispute any of the amounts billed, TOWN shall make payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted in compliance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251.

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

IV.

Revisions of the Scope of Services

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

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

V.

Term

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

VI.

Contract Termination Provision

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

entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract.

VII.
Ownership of Documents

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

VIII.
Insurance

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

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

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

The following policies and coverage shall be required:

1. Worker's Compensation Insurance (as required by law) with the policy endorsed to provide a waiver of subrogation as to TOWN; such policy to provide for Employers' Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease-each employee, \$500,000.00 disease-policy limit;
2. Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractor's and Contractual Liability, including but not limited to coverage for all of the indemnification obligations of CONSULTANT under this Contract, and fully insuring CONSULTANT's liability for injury to or death of employees of TOWN and of third parties, extended to include personal injury liability coverage and for damage to property of third parties, with minimum combined single limits of \$1,000,000 per occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate per occurrence. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis;
3. Business Automobile Liability Insurance, covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000.00 per occurrence; and
4. Professional Liability Insurance: CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance, which may be written on a claims made form provided that "tail coverage" or continuation coverage is provided. Limits of liability shall be \$1,000,000.00 per claim, \$1,000,000.00 annual aggregate. The coverage under this policy shall include a contractual liability endorsement.

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

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

1. The TOWN shall be named as an additional insured on the Commercial General Liability policy, by using endorsement CG2026 or broader;
2. The TOWN shall also be named as an additional insured as to all other applicable coverage save and except the Worker's Compensation Insurance and Professional Liability Insurance;

3. Each policy will require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to TOWN by certified mail to:

Kari Biddix, Park Development Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6278 Telephone
972-874- 6472 Facsimile

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

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

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

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

D. CONSULTANT agrees to the following:

1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of

recovery or subrogation against TOWN, it being the intention that the insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies;

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

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

IX.

Right to Inspect Records

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

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

X.
Successors and Assigns

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

XI.
CONSULTANT's Liability

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

XII.
Indemnification

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

CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS CONTRACT, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION IS THE RESULT IN PART OF TOWN'S NEGLIGENCE OR FAULT, AND CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT TOWN AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS, INCLUDING PAYMENT OF TOWN'S REASONABLE ATTORNEYS' FEES. IN THE EVENT OF A CLAIM IS BROUGHT AGAINST TOWN, TOWN SHALL HAVE THE RIGHT TO RETAIN LEGAL COUNSEL OF ITS CHOOSING IN DEFENSE OF SUCH A CLAIM, AND SUCH ELECTION SHALL NOT RELIEVE CONTRACTOR OF ITS OBLIGATIONS UNDER THIS SECTION.

XIII.
Independent Contractor

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

XIV.
Default

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

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

- (a) Specific performance of the Contract;
- (b) Re-performance of this Contract at no extra charge to TOWN; or
- (c) Monetary damages.

XV.
Provisions Surviving Termination

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

XVI.
Changes

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

XVII.
Conflicts of Interest

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

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

XVIII.
Confidential Information

CONSULTANT hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Contract, which is of a confidential, non-public or proprietary nature. CONSULTANT shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use of any third party at any time during or subsequent to this Contract. As used herein,

“Confidential Information” means all oral and written information concerning TOWN, its affiliates and subsidiaries, and all oral and written information concerning TOWN or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by CONSULTANT or others, which contain or otherwise reflect such information. The term “Confidential Information” shall not include such materials that are or become generally available to the public other than as a result of disclosure of CONSULTANT, or are required to be disclosed by a governmental authority or by law, as determined by TOWN’s attorney.

XIX.
Notice Information

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

Kari Biddix, Park Development Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6278 Telephone
972-874- 6472 Facsimile

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

Leon E. Younger
President
Pros Consulting, INC.
35 Whittington Dr., Suite 300
Brownsburg, Indiana 46112
877-242-7760 ext. 10 Telephone

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

XX.
Applicable Law

The Contract is entered into subject to the Flower Mound Town Charter and ordinances of TOWN, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal

laws. CONSULTANT will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with CONSULTANT's income.

XXI.
Non-Discrimination

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

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

XXII.
Arbitration

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

XXIII.
No Waiver of Governmental Immunity

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

XXIV.
Severability

If any of the terms, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XXV.

Remedies

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

XXVI. Entire Agreement

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

XXVII. Non-Waiver

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

XXVIII. Headings

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

XXIX. Venue

Situs of this Contract is agreed to be Denton County, Texas, for all purposes, including performance and execution, and the parties to this Contract agree and covenant that this Contract will be enforceable in Flower Mound, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Denton County, Texas.

XXX. No Third Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (TOWN and CONSULTANT) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with TOWN or CONSULTANT or both; and (2) the terms of this Contract are not

intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either TOWN or CONSULTANT.

[The remainder of this page is left blank intentionally]

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

THE TOWN OF FLOWER MOUND, TEXAS

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

Date Signed: _____

Attest:

Town Secretary

CONSULTANT:
Pros Consulting, INC.

By: Leon Younger
Name: Leon Younger
Title: President

Date Signed: 4/26/2021

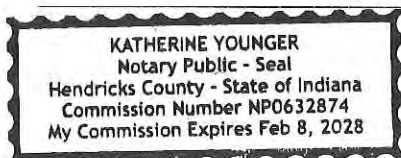
State of Indiana §
Texas §
County of Hendricks §

This instrument was acknowledged before me on the 26 day of April, 2021, by Leon Younger in his capacity as President of PROS Consulting INC, an Indiana 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 PROS Consulting INC.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 26th DAY OF April, 2021.

Katherine Younger
Notary Public, State of Texas
Indiana

My Commission Expires:



Scope of Services

The following work tasks present a detailed comprehensive scope of services.

Task 1 — Project Overview, Kick-Off, and Project Management

This kick-off meeting should be attended by key management and staff members, and Consulting Team members to confirm project goals, objectives, and expectations that will help guide actions and decisions of The Consulting Team. Steps of this task include:

- A. **Kick-off Meeting, Data Collection, and Project Management** — Conduct a meeting with the Town's project team and stakeholders to present and discuss the following:
 - **Outcome Expectations and Feasibility Factor Confirmation** — The project goals and objectives will be discussed in conjunction with project feasibility factors — what constitutes ultimate feasibility; detailed work plan will be reviewed and project schedule will be confirmed. We will identify the proposed feasibility as a Tennis Center, as defined by the following constraints and parameters:
 - Assess purpose and goals;
 - Local market economy;
 - Preferred site; and
 - Ability to fund the project
 - **Communications** — Confirmation on lines of communication, points of contact, level of involvement by key management, and other related project management details.
 - **Work Plan** — Review statement of project requirements and work plan.
 - **Data Collection** — The Consulting Team will request, collect, log, and review potential data and information required in order to facilitate a thorough understanding of the project background.

Task 2 — Research and Market Analysis

A market analysis will be performed to define the target market and quantify the associated needs. Following quantification and definition of the market need, an analysis of the competition will be performed to project potential market capture and assist in deriving the core service offerings at the Tennis Center. From this review, the Consulting Team will provide the core market program plan. The following steps will provide the basis for the Market Definition:

- A. **Demographic Analysis** — The Consulting Team will complete a demographic trends analysis which is based on Census 2010 baseline data, 2020 reported data and projected populations. Demographic characteristics analyzed and reported on will include population, age and gender distribution, households, and income characteristics. This analysis will provide an understanding of the demographic environment for the following reasons:
 - To understand the market areas which are potential served by the existing and proposed facilities
 - To determine changes and assist in making proactive decisions to accommodate those shifts
- B. **Competition / Alternative Provider Analysis** — The Consulting Team will analyze all major direct and indirect service providers. Direct and indirect service providers will be based on typical services/programs. This data will be utilized to compare against the activities and programs identified in the Market Definition. An inventory of comparable facilities will be performed on a local and regional basis to attempt to quantify market share. An analysis of competition will include: location, service offering, pricing, and attraction.
- C. **Market Segment Determination and Analysis** — The Consulting Team will confirm the size of the market by age segment and race/ethnicity for the study area. Detailed demographic analysis will be compared to potential recreational activities to estimate potential participation per national and local trends, as documented in the Sports & Fitness Industry Association's (SFIA) *2021 Study of Sports, Fitness and Leisure Participation* market research data, as well as ESRI Local Market Potential. This will help to determine the size of the activity market by age segment and frequency rates that can be applied to the facility. These figures will serve as the basis for participation and revenue projections of the Tennis Center.

- D. Evaluation of Existing Facilities** — The Consulting Team will provide a review of existing facilities from a high-level, evaluating and reporting on the current conditions of the facility with respect to its effectiveness in meeting current objectives. We will tour the existing Tennis facilities to conduct a SWOT Analysis and provide you with a written report of our findings to achieve facility objectives outlined.

Task 3 — Citizen Participation Plan

- A. Key Leadership, Stakeholder Interviews, and Community Meeting** — The Consulting Team will perform interviews over a two-day period with key stakeholders to evaluate the vision for a Tennis Center in the Town of Flower Mound; these interviews will occur within the first 30 days of the project. The community values, strengths and challenges, trends, and existing level of services provided will also be evaluated during this time. It is important to have one-on-one interviews or small groups with these key leaders to ascertain candid input.

Also, we will conduct a community meeting with the Flower Mound community regarding their satisfaction with current services and facilities, identify and confirm priorities for future recreation services and facilities, identify gaps in services and obstacles preventing great community participation in tennis, as well as their willingness and ability to pay.

- B. Electronic Survey & Social Media Outreach** — The Consulting Team will create an online survey administered through www.surveymonkey.com. This survey will be promoted through the Town's website, and social media mechanisms such as Facebook, to maximize outreach and response rates. These surveys are open to everyone and will provide quantitative data and guidance in addition to the stakeholder and focus groups in regards to the recommendations for amenities, specific programs, facility components, usage, and pricing strategies.
- C. Statistically Valid Needs Analysis Survey (OPTIONAL)** — ETC Institute, working with the PROS Team and the Town, can perform a random, scientifically valid community-wide household survey to quantify knowledge, need, unmet need, priorities and support for the studied Tennis Center.

Task 4 — Preliminary Findings

- A. Visioning and Core Program Analysis** — Utilizing the community input, demographic analysis, service provider analysis, and market definition, the Consulting Team will identify the recommended core programs for the *Tennis Center*. This will include key activities and programs for participants, as well as the potential size of the core program and market positioning. We will present preliminary findings regarding feasibility of a Tennis Center.

Task 5 — Conceptual Layout & Design

- A. Site Analysis & Conceptual Design** — If a Tennis Center Complex is needed, MHS will work with PROS and the Town of Flower Mound to determine options regarding facility program and scope, size, features and amenities. MHS will develop two conceptual hand sketches, develop design development. Once completed, MHS will review with Town Staff, Stakeholders & PROS. MHS will develop a digital site plan per Town comments, as well as develop three 3D renderings (locations to be determined).

Task 6 — Project Capital Cost Estimate

- A. Site Preparation and Capital Cost Estimate** — MHS will work with the Town to develop cost estimates, along with the following:
- Site preparation & infrastructure
 - Construction costs
 - Equipment costs & startup costs
 - Soft costs
 - Total project cost estimates

Task 7 — Operational Analysis

The financial analysis translates market need, programs and space requirements into hard numbers that establish the baseline for decision-making. Specific tasks include:

- A. Operational Standards** — The Consulting Team will prepare operational standards for the Tennis Center. This task will include:

- **Staffing Analysis** — The Consulting Team will analyze current management practices and limitations of the Town to understand the operational situation. This analysis will provide support for a future organizational structure and staffing requirements of the Tennis Center, and ways to improve operational efficiencies, policy development, process improvements, system and technology improvements, and marketing/communication capabilities.
 - **Operational Standards** — The Consulting Team will establish operational standards and costs based on the Tennis Center's full operations. This will include hours of operation, maintenance standards, staffing levels needed, technology requirements and customer service requirements based on established and agreed upon outcomes. Where appropriate, personnel standards as dictated by all state and/or local codes and ordinances will also be determined based on the design and program of the Tennis Center. This task will require a workshop with key management and staff. Operational costs for the Tennis Center will be finalized.
- B. Financial Plan** — Based on the operational and management plan and debt service, the Consulting Team will develop a detailed financial plan illustrating pricing strategy for each of the appropriate services as well as a five-year pro forma. The detail financial plan will include a space utilization summary based on detailed line item projections and detailed participation by program area, including:
- Expenditure detail
 - Detailed staffing by space/program area
 - Contractual costs, including but not limited to, utilities, maintenance and repair, insurance, office/license/dues, advertising and promotion
 - Maintenance cost associated with managing of the site
 - Commodity costs for program area and general facility requirements
 - Contract instructor/officiating costs
 - Revenue and participation detail
 - General admission by month of year, by participant category and price point (youth, adult, weekday, weekend, etc.)
 - Program participation by session/meetings, by participant category (youth and adult)
 - Rental by space/program area by price point
- Pricing strategies will be based on a ten (10) step process which highlights the level of exclusivity received by the participant and the value of experience provided. The detailed financial plan will be developed within Microsoft Excel and will be included as a deliverable to provide management and staff the ability to affectively plan and budget for future years. In addition to the line item detail and summary schedules for revenues and expenditures, this model will provide a five-year pro forma and cash flow for budgetary purposes.
- C. Economic Impact Analysis** — The Consulting Team will assess the tourism economic impact of the Tennis Center. The economic data includes:
- Potential tourism impacts based on available data.
 - The Consulting Team will work with the Town of Flower Mound to collect data and at locations to determine origin of users and visitors, length of stay, accommodations used, revenue spent by type of users to determine total economic impact from the improved site. The methodology will be used to predict the future economic impacts in future years.
 - The survey data will be used to estimate the jobs and economic impact that the facility could generate for the Town of Flower Mound, and the region.

- The economic impact multipliers for the area are the Regional Input-Output Modeling System (RIMS II) from the U.S. Department of Commerce - Bureau of Economic Analysis, Regional Economic Analysis Division, Analysis and Special Studies Branch.
- Economic multipliers will be applied to the estimated visitor spending to estimate the tourism economic impact.

Task 8 — Partnerships

- A. Partnership Management Strategy** — The Consulting Team will evaluate management alternatives and opportunities of the Tennis Center. Management alternatives will be developed to guide decision-making by the Town of Flower Mound. This will include identification of potential partners by specific activity, funding parameters, and agreement guidelines to support formal agreements. We will identify the most cost-effective operating model (public / private partnership, Town maintained and operated, etc.) Potential partners to be engaged include: Lewisville Independent School District, Private Developers, and local Not-for-Profits, etc.

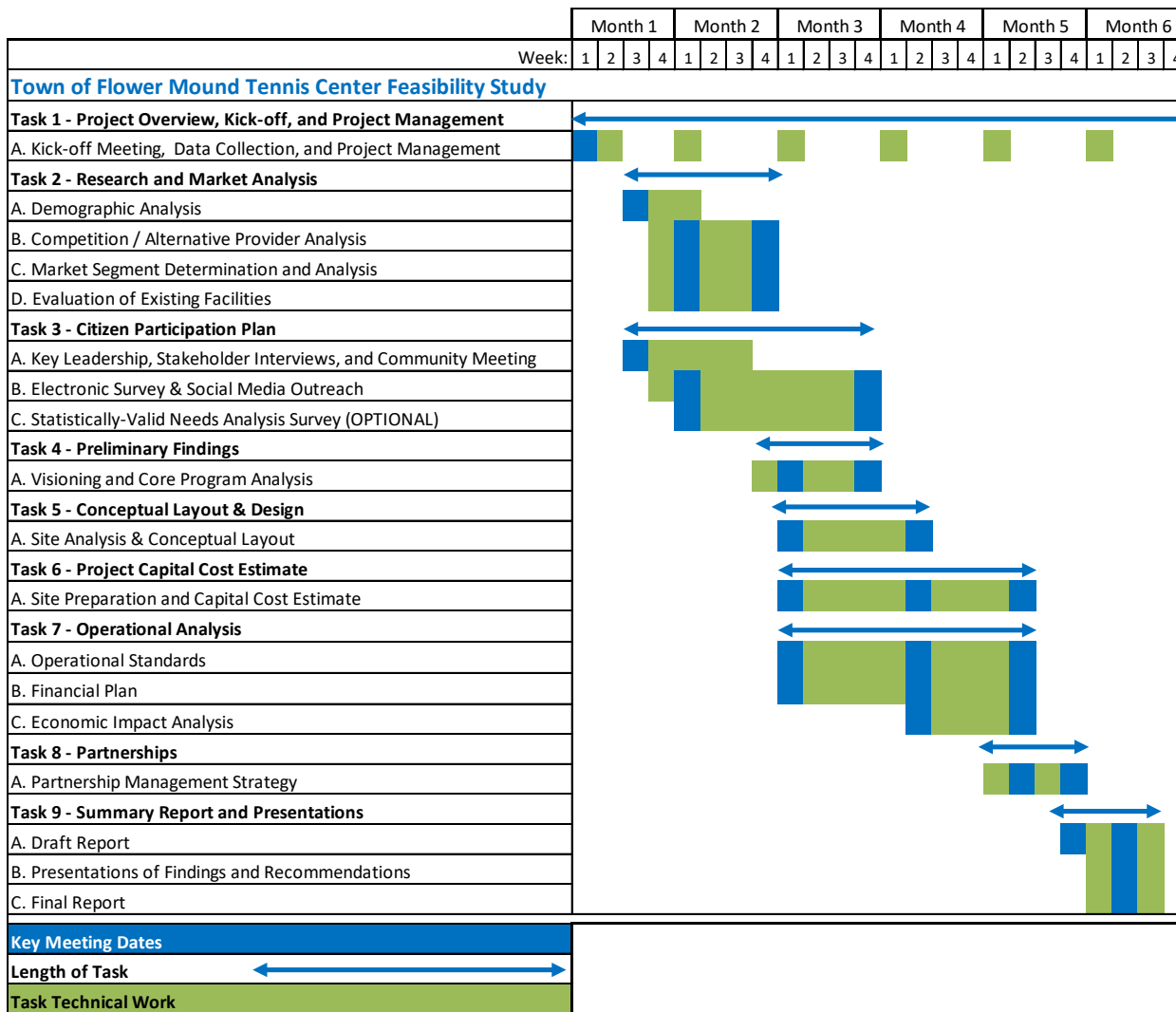
Task 9 — Summary & Presentations

- A. Draft Report** — The feasibility study/business plan will establish a definitive direction for the Tennis Center and future management team. The plan should be one that generates energy and advocacy while providing confidence in the business practices required for success. The draft plan will include an implementation plan and will be developed and distributed to key management and staff. This will include all building concept illustrations, market analysis, program development, operational and financial plan.
- B. Presentation of Findings and Recommendations** — The Consulting Team will present the feasibility study/business plan findings, recommendations and implementation strategy with key Town of Flower Mound management, as well as the Parks Board, Town Council, and the public.
- C. Final Report** — Following consensus on the development plan and recommendations from the Parks Board, Town Council, and public, the Consulting Team will prepare the final report documenting all findings, analysis and recommendations to support implementation. This will include the goals and objectives along with the strategies and actions, including concept drawings, anticipated costs to develop, target market, programming plan, management / staffing plan, partnering / management plan, pricing strategies, funding recommendations, priorities/timelines and performance measurements.



Section Four — Schedule / Timeline

It The project approach and scope of work detailed in this proposal can be completed by the PROS Team collaboratively with the Town of Flower Mound staff. Specific dates will be set during the kick-off meeting process and the PROS Team will consider any special requirements by the Town in regards to scheduling to meet your expectations.





Proposed Fee for Services

The following fee breakdown is based on the project approach described in the Scope of Work for the Tennis Center Feasibility Study. We would appreciate the opportunity to meet and discuss the project approach and fees to ensure they are consistent with your expectations, as we are flexible in meeting your needs. We based our project approach to your SOQ deliverables and elements can easily be modified to meet your budgeting needs. This fee is a not-to-exceed amount and includes all costs, both direct and indirect, including any reimbursable expenses. **PROS Consulting uses a transparent pricing model toward project budgets. We do not change-order our clients unless there is major scope addition to the project after contract execution.**

Task 1 - Project Overview, Kick-off, and Project Management	
A. Kick-off Meeting, Data Collection, and Project Management	\$ 2,320
Subtotal Dollars	\$ 2,320
Task 2 - Research and Market Analysis	
A. Demographic Analysis	\$ 800
B. Competition / Alternative Provider Analysis	\$ 1,800
C. Market Segment Determination and Analysis	\$ 1,200
D. Evaluation of Existing Facilities	\$ -
Subtotal Dollars	\$ 3,800
Task 3 - Citizen Participation Plan	
A. Key Leadership, Stakeholder Interviews, and Community Meeting	\$ 3,430
B. Electronic Survey & Social Media Outreach	\$ 1,400
C. Statistically-Valid Needs Analysis Survey (OPTIONAL)	\$ -
Subtotal Dollars	\$ 4,830
Task 4 - Preliminary Findings	
A. Visioning and Core Program Analysis	\$ 3,070
Subtotal Dollars	\$ 3,070
Task 5 - Conceptual Layout & Design	
A. Site Analysis & Conceptual Layout	\$ 9,600
Subtotal Dollars	\$ 9,600
Task 6 - Project Capital Cost Estimate	
A. Site Preparation and Capital Cost Estimate	\$ 4,650
Subtotal Dollars	\$ 4,650
Task 7 - Operational Analysis	
A. Operational Standards	\$ 2,320
B. Financial Plan	\$ 3,640
C. Economic Impact Analysis	\$ 3,500
Subtotal Dollars	\$ 9,460
Task 8 - Partnerships	
A. Partnership Management Strategy	\$ 2,320
Subtotal Dollars	\$ 2,320
Task 9 - Summary Report and Presentations	
A. Draft Report	\$ 2,720
B. Presentations of Findings and Recommendations	\$ 1,660
C. Final Report	\$ 2,520
Subtotal Dollars	\$ 6,900
TOTAL EXPENSES	\$ 3,000
TOTAL FEES	\$ 46,950
TOTAL DOLLARS	\$ 49,950
OPTIONAL ITEMS	
Statistically-Valid Needs Analysis Survey	\$10,500

Hourly Rates:

Leon Younger \$185

Michael Svez \$165

Terry Schwartz \$125

Hunter Rush \$115

Emily Gunderson \$105



TOWN COUNCIL AGENDA ITEM NO. 10

REGULAR ITEM

DATE: May 17, 2021

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

ITEM: **Consider approval 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, April 5, and April 19, 2021, meetings.)**

BACKGROUND INFORMATION: The item was postponed at the March 1st, April 5th, and April 19th Town Council meetings pending the applicant's ability to obtain written confirmation from the HOA regarding fence construction as discussed. The applicant has obtained an agreement with the neighboring HOA to install a fence and five trees as discussed at the March 1st Town Council meeting. The installation of the fence and the additional trees are referenced and described as "HOA Improvements" in the Chapter 380 agreement. The HOA Improvements shall be completed prior to a Certificate of Occupancy for Niagara on the office-warehouse building.

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. Since the December 7, 2020 Town Council meeting, the costs associated with developing the subject site have increased by an additional \$240,775.

On August 17, 2020, and September 9, 2020, Town Council met in Closed Session to discuss Niagara's incentive request. 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. On March 1, 2021, Town Council approved 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 (\$193,249), an expansion grant equal to \$171,848.60 (\$171,848.60), and a building permit fee waiver (\$107,348). A 10-year cost-benefit analysis indicates a total cost to the Town of \$472,446 and a total benefit to the Town of \$955,238, providing a minimum net benefit of \$482,793. The payback period (the year in which net benefit exceeds total cost) to the Town is approximately 10 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 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 \$623,276.

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. At the April 19th meeting, staff requested, and Town Council moved to postpone the item to the May 17th 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 \$171,848.60.

Proposed Expenditure/(Revenue):	Account Number:
\$171,848.60	100-600-57000-5320

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

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. 10-21 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.

“Expansion Grant” shall mean a one (1) time payment of an amount equal to \$171,848.60.

“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.

“HOA Improvements” means the approximately seven hundred and ten (710) linear foot ornamental iron fence to be built and five (5), thirty (30) gallon Nellie R Stevens trees to be planted on the Villas at Southgate Residential Association, Inc. property near Old Gerault Road, the specifications and approximate location of such improvements being depicted on the attached Exhibit “C”.

“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 Expansion 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 “D”.

“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, Expansion 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 December 1, 2021; (ii) receive all necessary permits permitting construction of the Improvements from all applicable governmental authorities no later than April 1, 2022; and (iii) subject to events of Force Majeure, receive a Certificate of Occupancy for the Improvements on or before September 1, 2023.

3.2 HOA Improvements. Owner agrees to design and construct, or cause to be designed and constructed, the HOA Improvements. HOA Improvements located on or over the high-pressure gas line easement will be subject to permission from the gas utility company. Owner shall complete construction of HOA Improvements prior to receipt of a Certificate of Occupancy for the Improvements.

3.3 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.

3.4 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).

3.5 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.

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

3.7 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 Expansion Grant. The Town agrees to pay Owner the Expansion 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 Expansion 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 Expansion Grant, abate taxes, or otherwise extracts or imposes any penalty or other restriction upon the payment of the Expansion 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 Expansion Grant, abate taxes, or otherwise extract or impose any penalty or other restriction upon the payment of the Expansion 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

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.

Steve Dixon, Mayor

STATE OF TEXAS)
)
COUNTY OF DENTON)

Notary Public, State of Texas

OWNER:

DEUS, LLC.

By: _____

Name: Kyle Cutler

Title: Manager

STATE OF _____)

)

COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2021,
by _____, the _____ of DEUS, LLC.

Notary Public, State of Texas

EXHIBIT “B”

Building Elevations

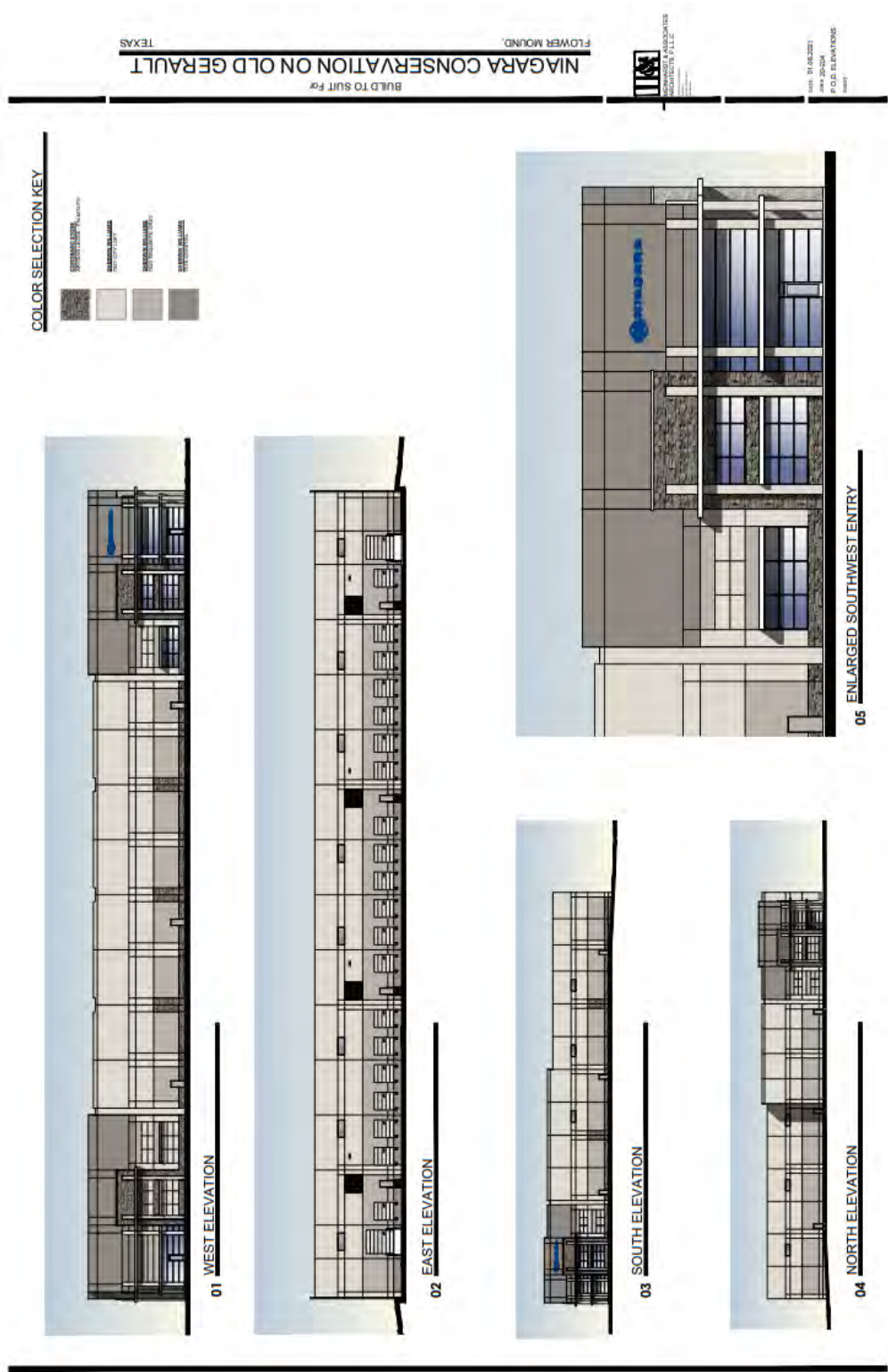


EXHIBIT “C”

HOA Improvements



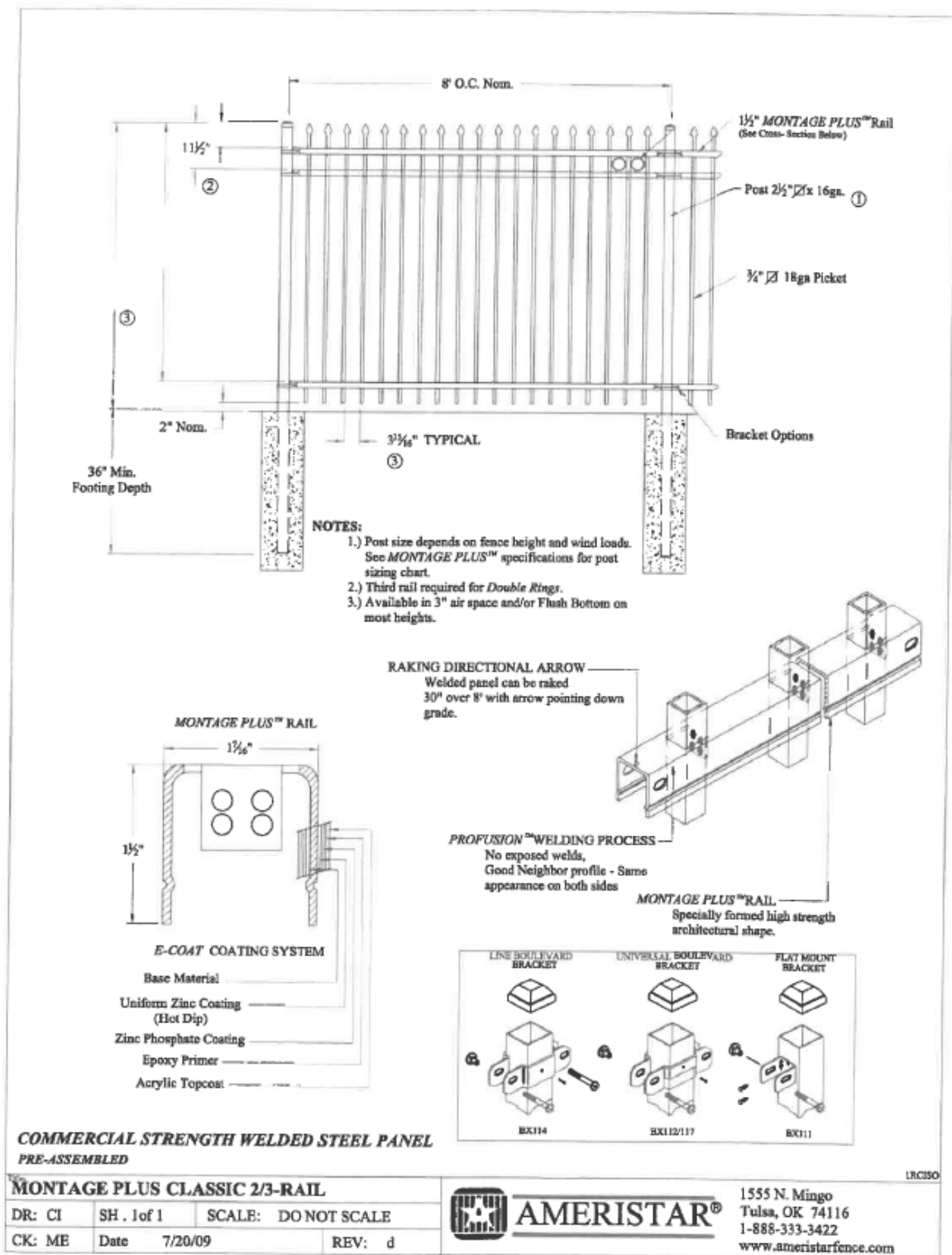


EXHIBIT "D"

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;

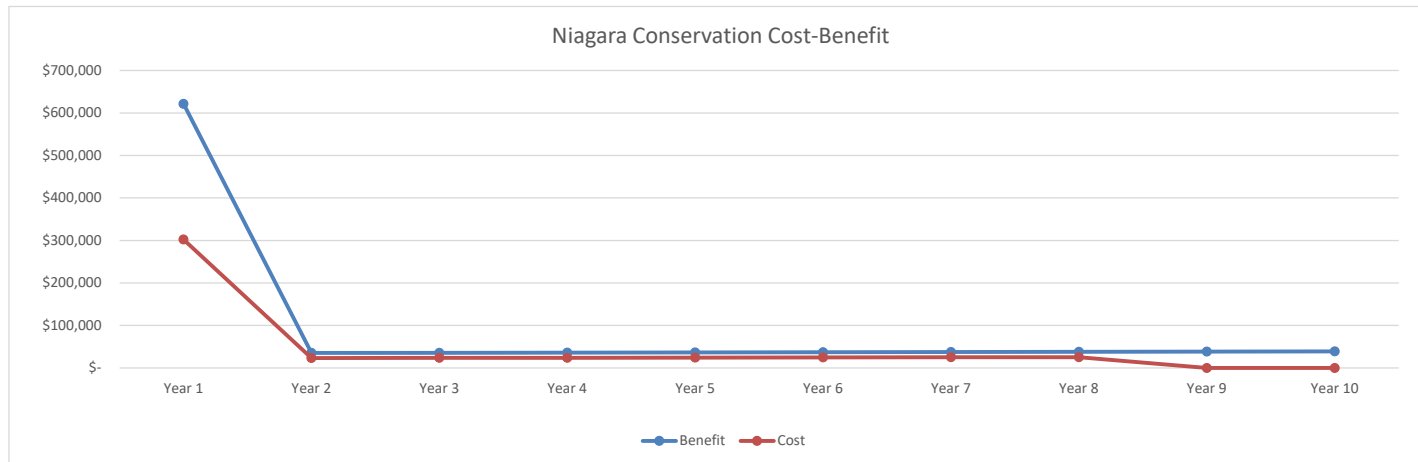
THENCE, North 88 degrees, 23 minutes, 25 seconds East, along the south line of said Lot 7X, a distance of 276.97 feet to a 1-inch pipe found for corner at the northernmost northwesterly corner of Lot 1R, Block A of Lakeside Trade Center, an addition to the Town of Flower Mound, Texas recorded in Cabinet 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	\$ 229,131	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 229,131
	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
Grant	Cash Grant	\$ 171,849	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 171,849
												\$ 472,446
Analysis		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
	Benefit	\$ 621,399	\$ 35,335	\$ 35,757	\$ 36,186	\$ 36,623	\$ 37,067	\$ 37,520	\$ 37,980	\$ 38,448	\$ 38,924	\$ 955,238
	Cost	\$ 302,113	\$ 23,260	\$ 23,609	\$ 23,963	\$ 24,322	\$ 24,687	\$ 25,058	\$ 25,433	\$ -	\$ -	\$ 472,446
	Net Benefit	\$ 319,287	\$ 12,075	\$ 12,148	\$ 12,223	\$ 12,300	\$ 12,380	\$ 12,462	\$ 12,546	\$ 38,448	\$ 38,924	\$ 482,793





IMPACT REPORT - EXPANSION ONLY

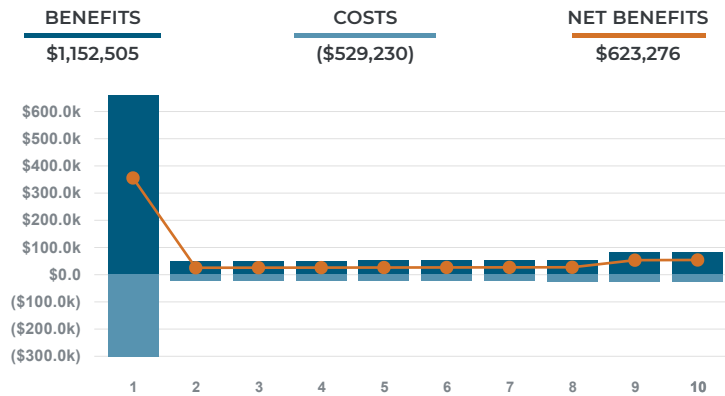
Page 140 of 280

NIAGARA CONSERVATION

Niagara Scenario 1-8=Yr TA, Fee Waiver, Expansion Grant

Business Retention & Expansion

Town of Flower Mound



NET BENEFITS \$623,276

Present Value	\$532,462
---------------	-----------

BENEFITS

Sales Taxes	\$57,545
Real Property Taxes*	\$133,773
FF&E Property Taxes	\$41,737
Inventory Property Taxes	\$0
New Residential Property Taxes	\$14,667
Building Permits and Fees	\$586,479
Utility Revenue	\$250,033
Utility Franchise Fees	\$30,529
Miscellaneous Taxes and User Fees	\$37,743

Benefits Subtotal	\$1,152,505
--------------------------	--------------------

COSTS

Permit Fee Waiver	(\$107,348)
Expansion Grant	(\$171,849)
Other Costs	(\$250,033)

Costs Subtotal	(\$529,230)
-----------------------	--------------------

*Above values exclude
Property Tax Abatement \$193,249

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

INCENTIVE ANALYSIS

\$472,446

Total Incentive

\$15,748

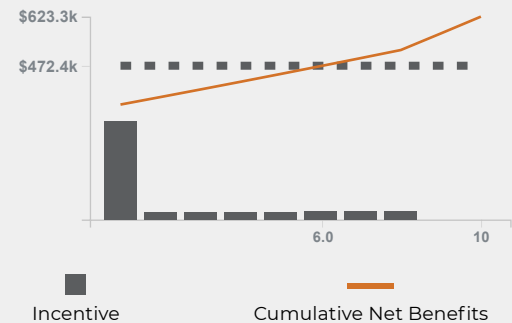
Per Job

13.2%

Rate of Return

6.0 Yrs

Payback Period



NET BENEFITS OVER 10 YEARS

CITY	\$623,276
COUNTY	\$204,144
SCHOOL	\$283,679
OTHER	\$331,685



TOWN COUNCIL AGENDA ITEM NO. 11 REGULAR ITEM

DATE: May 17, 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.*) (*The Town Council moved to postpone this item by a vote of 5 to 0 at its April 19, 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 had several concerns regarding items that were either proposed to be eliminated

or deferred to a future phase. Due to this disagreement between Town staff and the applicant over their proposed plans, Town Council postponed considering this item until May 17th to allow Town staff and the applicant to meet on-site to resolve the issues and come to an agreement on the plan for the open space lot.

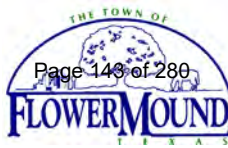
After meeting on-site and discussing staff concerns, staff has drafted development standards that the applicant is also in agreement with, though discussions on tree mitigation fees are ongoing. However, the applicant did not have time to complete a new exhibit prior to the Town Council meeting. Therefore, if Council's decision is to approve this application, staff would recommend approval with the condition that a new exhibit, meeting the agreed upon specifications, be attached to the final ordinance.

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 with the additional condition that a new exhibit, approved by staff, highlighting the described areas identified in the development standards, be completed and attached to the final ordinance.



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

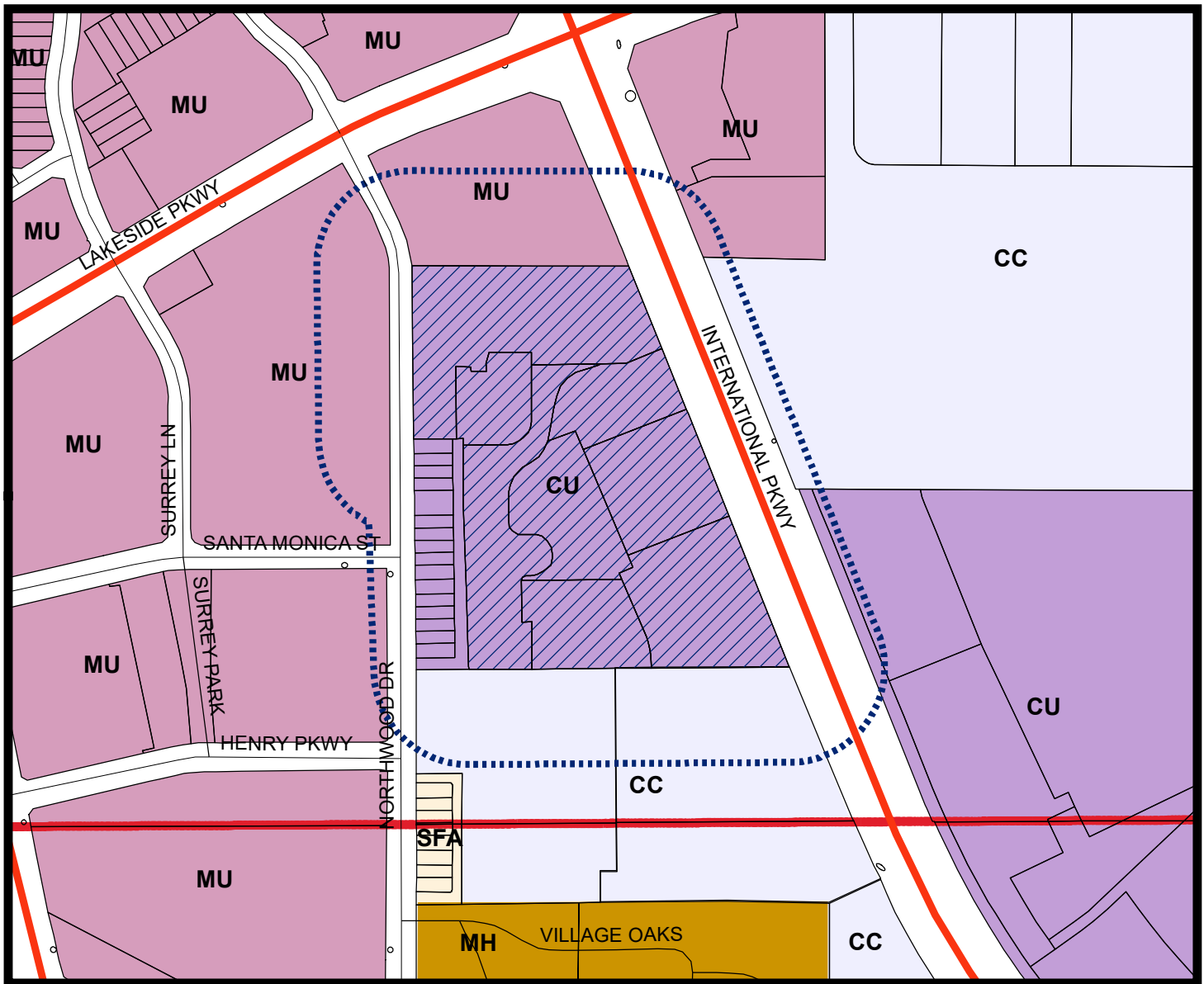
C. Correspondence

1. Lakeside Crossing Townhome resident correspondence

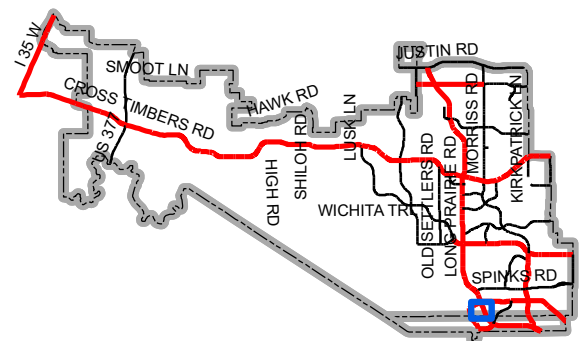
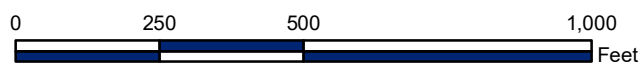
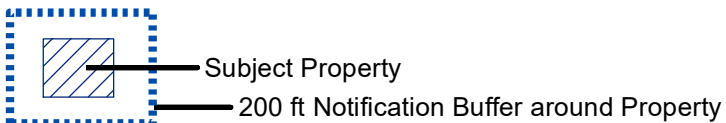
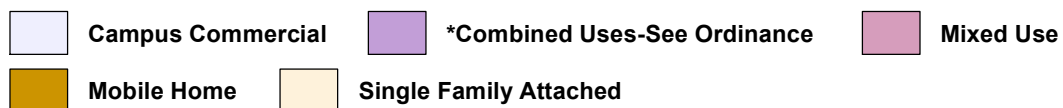


Vicinity Map

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.

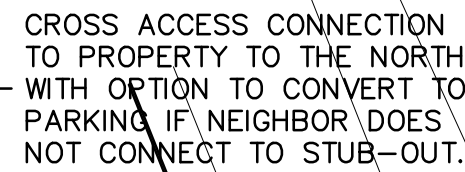
We appreciate your consideration and hope that we can reach an agreeable solution to move this project forward, and to be able to get the new tenants open and operational on time, so they have a good experience getting open in the Town of Flower Mound and in the Lakeside Crossing development.

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

Sincerely,

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

Tim Nystrom
Managing Member
Lakeside Crossing Land Partners LP



Lot 1 and 2X, Block B
Lakeside DFW
Land Use: Mixed Use
Zoned: MU

NORTHWOOD DRIVE

LONG PRAIRIE ROAD
(180' R.O.W.)
424.6'

PROPOSED TURN LANE

EXISTING ROAD

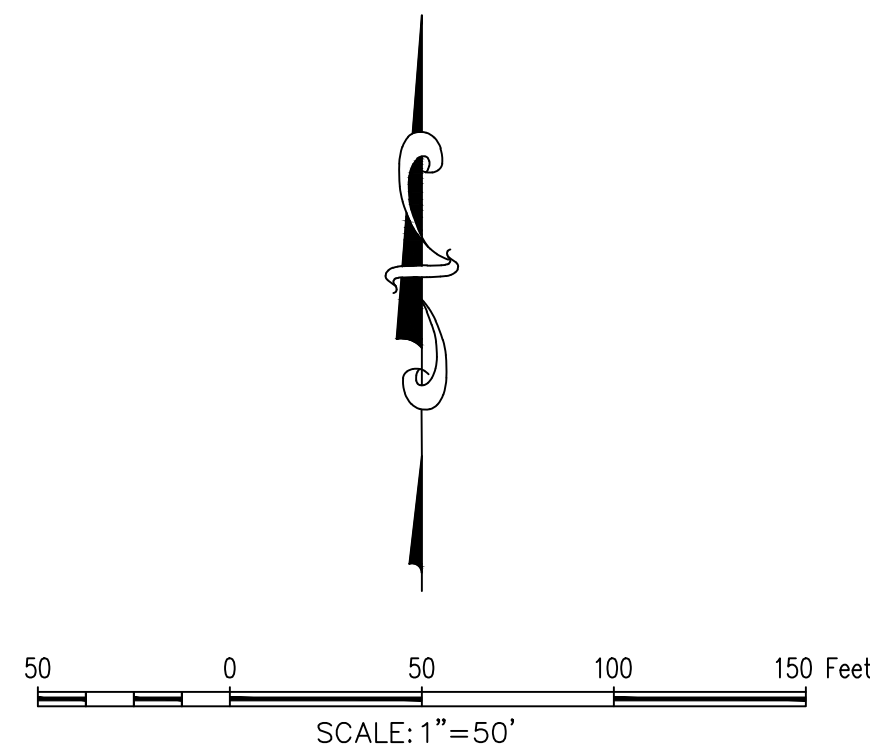
EXISTING ROAD

EXISTING ROAD

CROSS ACCESS TO SOUTHERN
PROPERTY MAY BE REQUIRED

Joe G. Roach, et al
Land Use: Lakeside Business District
Zoned: AG and CC

See Inset "A" for other Options



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

SCHEDULE OF MIXED USE PARKING - BLDGS. 1-7					
	Weekday		Weekend		Night
	Daytime 6A-6P	Evening 6P-Mid	Daytime 6A-6P	Evening 6P-Mid	Midnight 6A
Office	266	27	27	14	14
Retail	28	50	55	39	3
Restaurant	139	277	277	277	28
Hotel	94	134	94	134	94
Totals	527	488	453	464	139

	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%

LEGEND

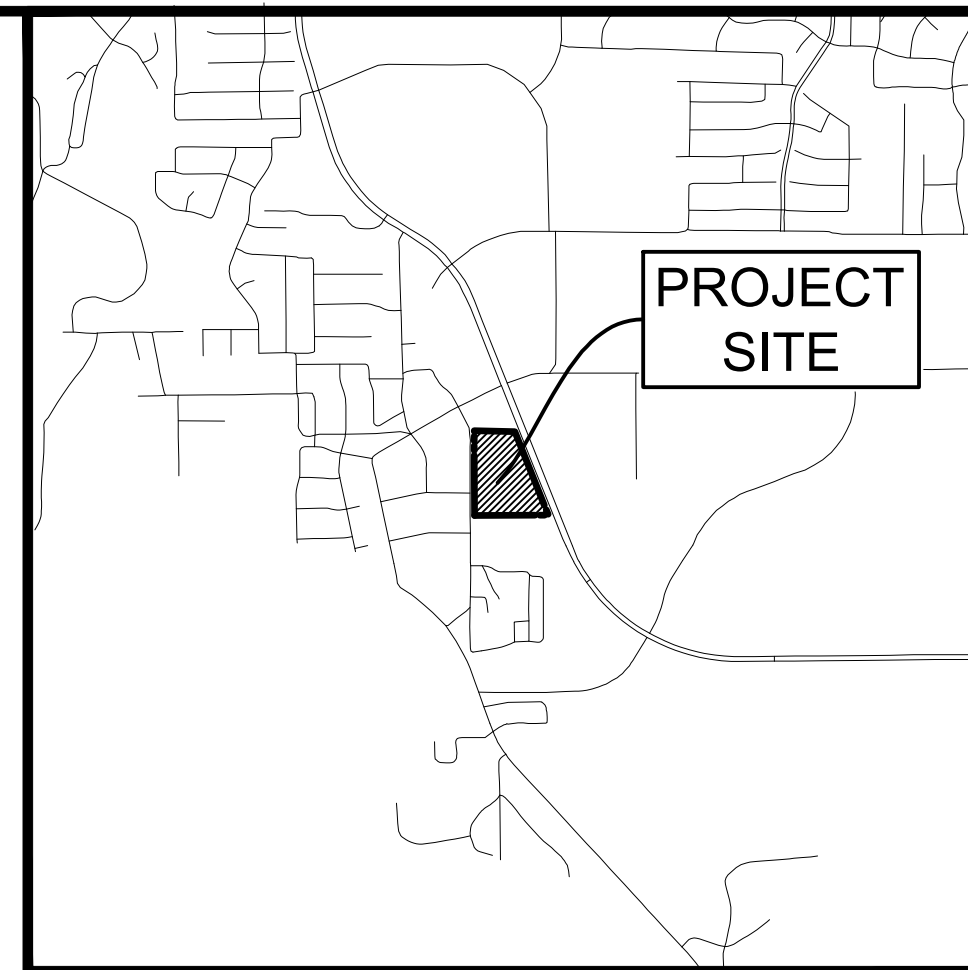
C.R.F.	Capped Rebar Found		Overhead Power Lines
C.R.S.	Capped Rebar Set		
C.M.	Control Monument		Down Guy Wire
Mon.	Monument		Existing Contours
BM	Benchmark		
WM	Water Meter		Proposed Contours
WM	Water Meter		
WV	Water Valve		Concrete Pavement
WV	Water Valve		Asphalt Pavement
ICV	Irrigation Control Valve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

GENERAL NOTES

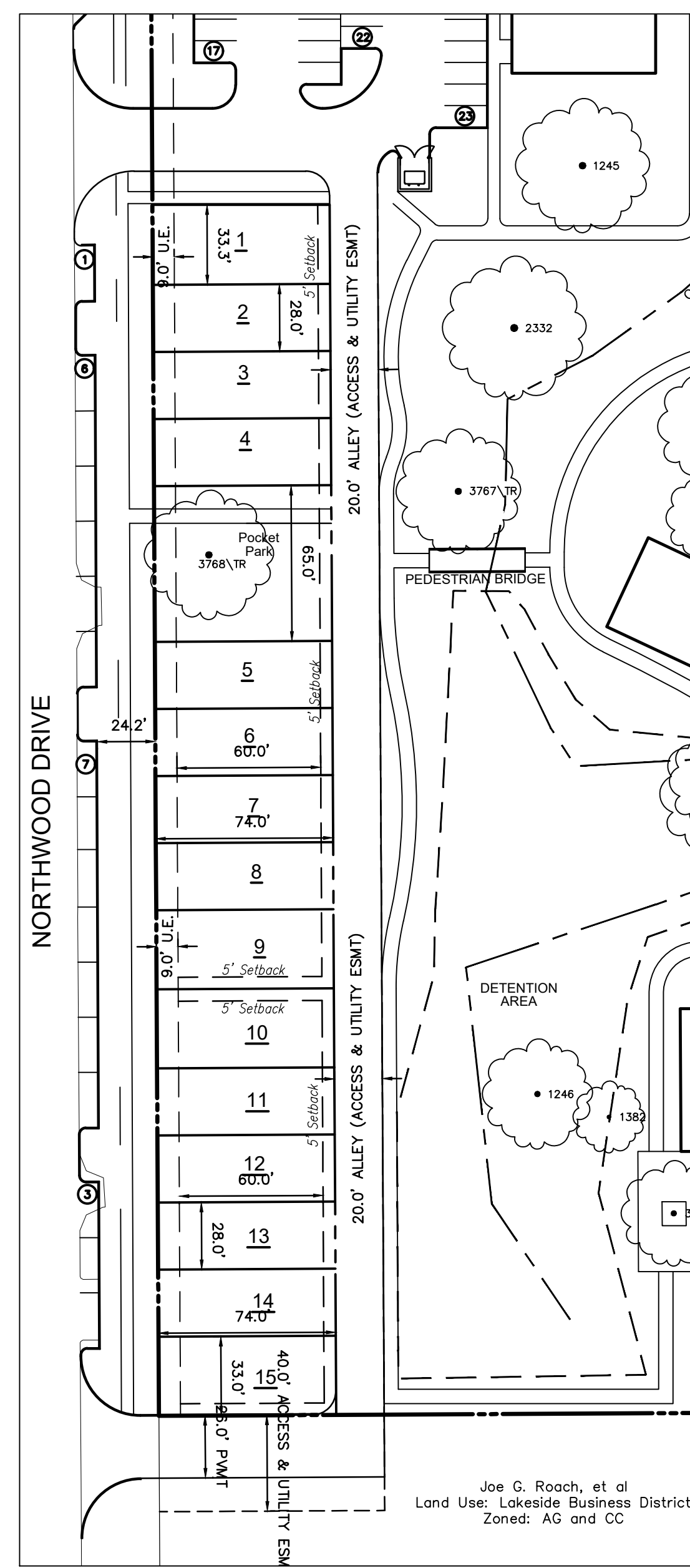
1. ALL RETAINING/DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO COMPLEMENT THE MATERIALS AND COLORS WITHIN THIS DEVELOPMENT.
2. RETAINING WALL LOCATIONS AND HEIGHTS SHOWN ON THIS PLAN ARE BASED ON A PRELIMINARY GRADING CONCEPT AND ARE SUBJECT TO CHANGE. FINAL RETAINING WALL LOCATIONS AND HEIGHTS WILL BE DETERMINED AT THE SITE PLAN STAGE.
3. 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.
4. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
5. DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
6. DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
7. 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.
8. 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.
9. 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

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



Vicinity Map 1"=1000'



INSET "A"

**SITE PLANNING CIVIL ENGINEERING PLATTING
CONSULTANTS, LLC
LAND SURVEYING LANDSCAPE ARCHITECTURE**



111 Hillside Drive • Lewisville, TX 75057 • P: 972.436.9712 • F: 972.436.9715
44 Old Town Blvd. North, Ste 2 • Argyle, TX 76226 • P: 940.240.1012 • F: 940.240.1028
TRPE Firm No. 1798 TRPI S Firm No. 10047700

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

CONCEPT PLAN

PRELIMINARY PLANS

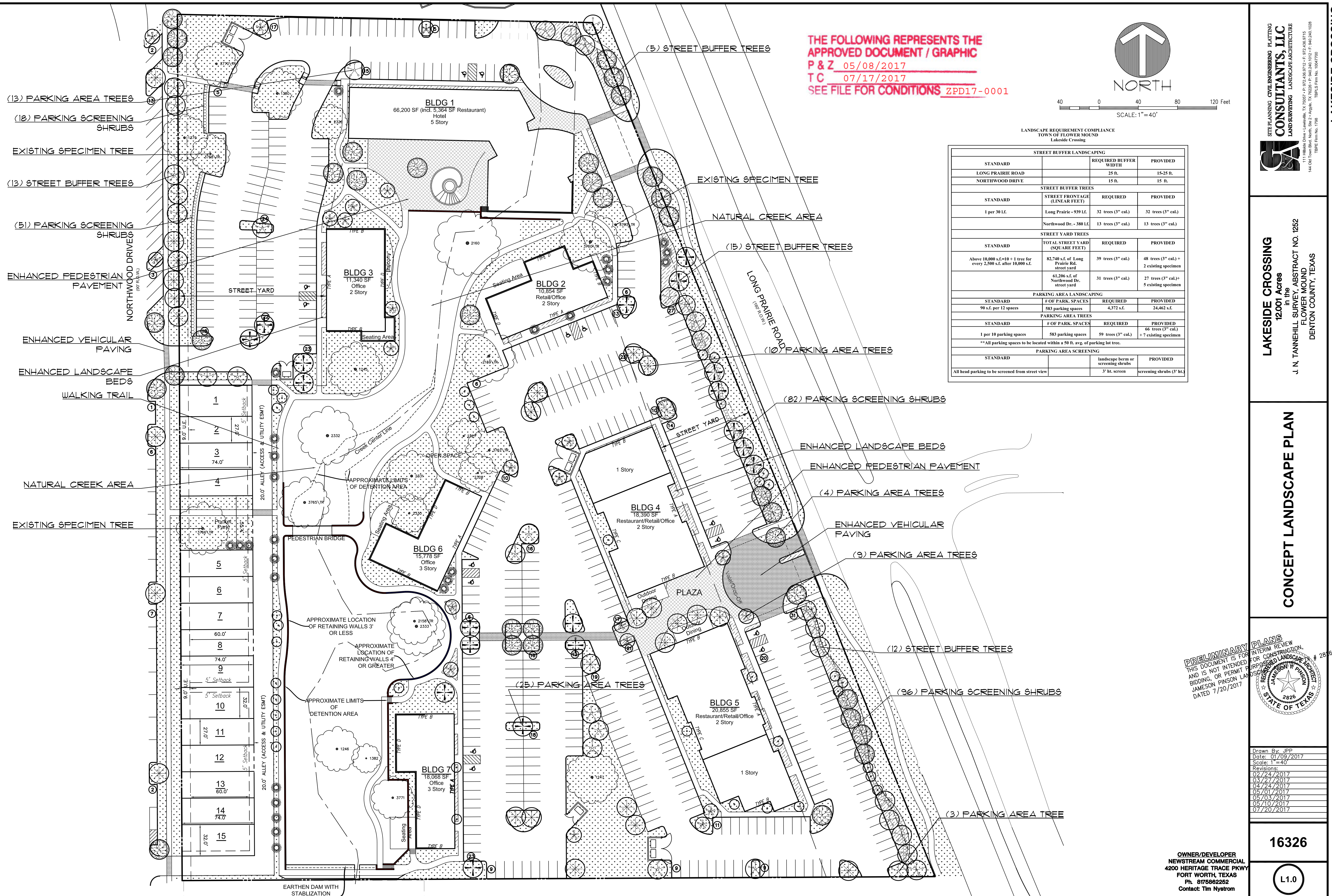
THIS DOCUMENT IS FOR
INTERIM REVIEW AND IS
NOT INTENDED FOR
CONSTRUCTION, BIDDING,
OR PERMIT PURPOSES.
G&A CONSULTANTS, F-1798
ROBERT JOHN DOLLAH, JR.,
P.E. #86898
DATE 7/20/2017

Drawn By: SM
Date: 01/09/2017
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

16326

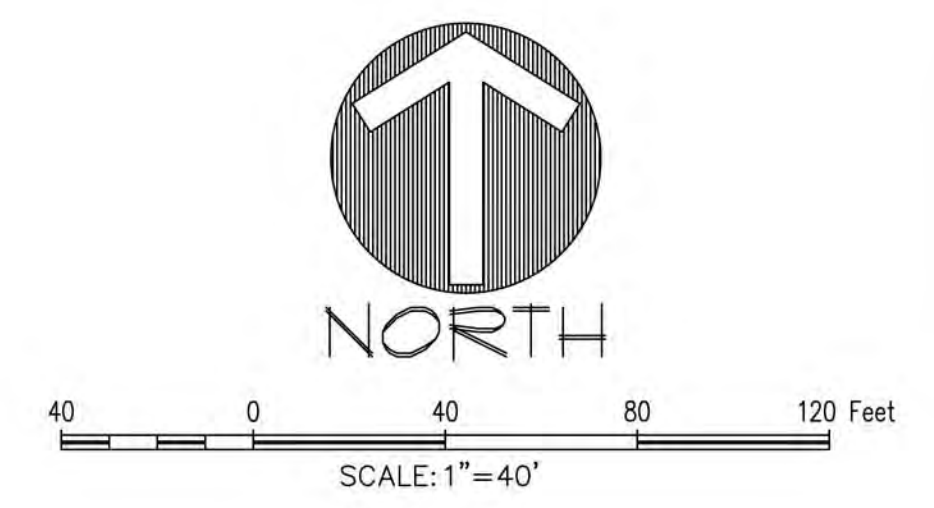
OWNER/DEVELOPER
NEWSTREAM COMMERCIAL
4200 HERITAGE TRACE PKWY
FORT WORTH, TEXAS
Ph. 8175862252
Contact: Tim Nystrom

C





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

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
AND IS NOT INTENDED FOR CONSTRUCTION,
BIDDING, OR PERMIT PURPOSES.
JAMESON PINSON LANDSCAPE ARCHITECTURE
DATED 8/2/2017

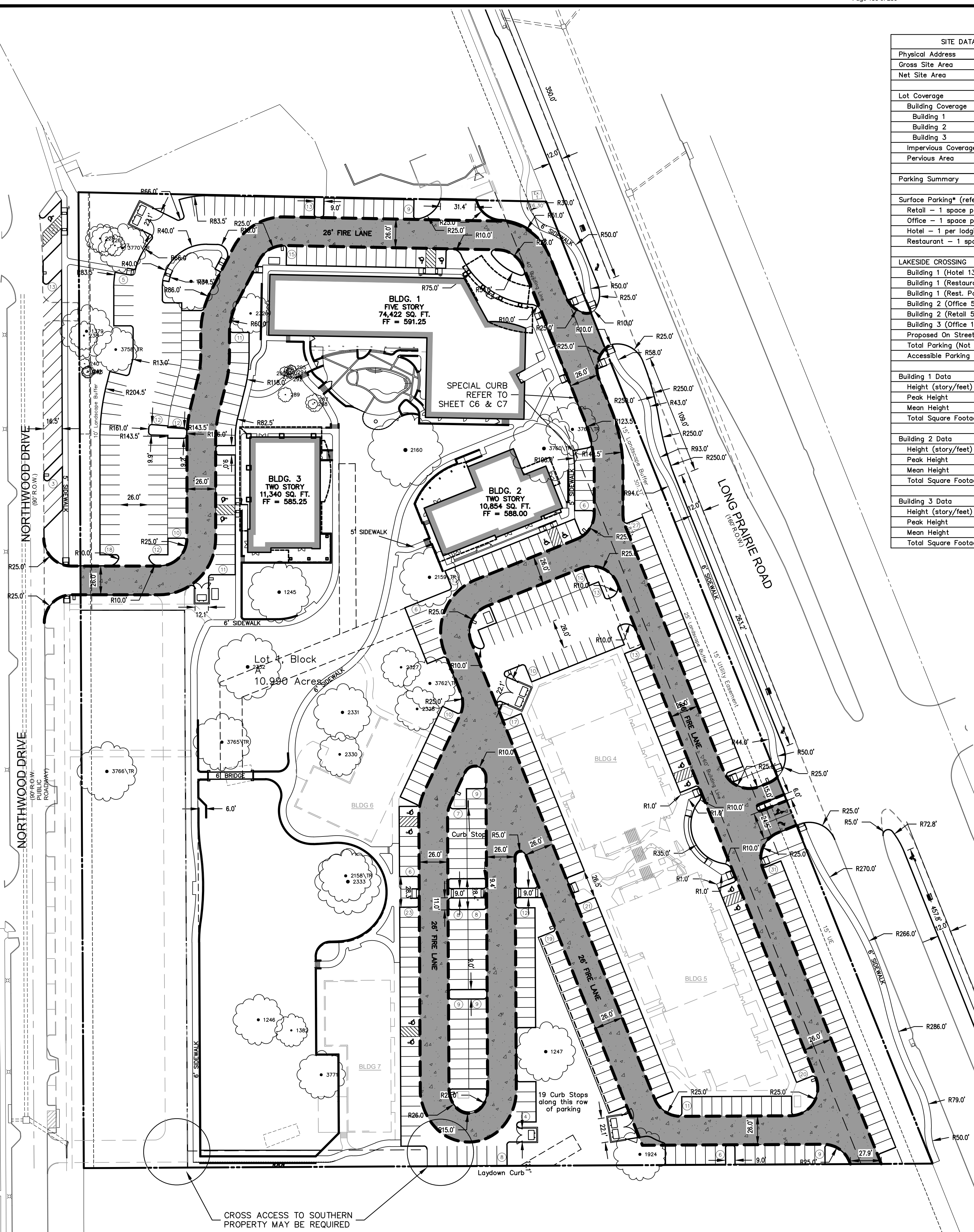
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Scale: 1"=40'
Revisions:
02/24/2017
03/27/2017

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L1.0

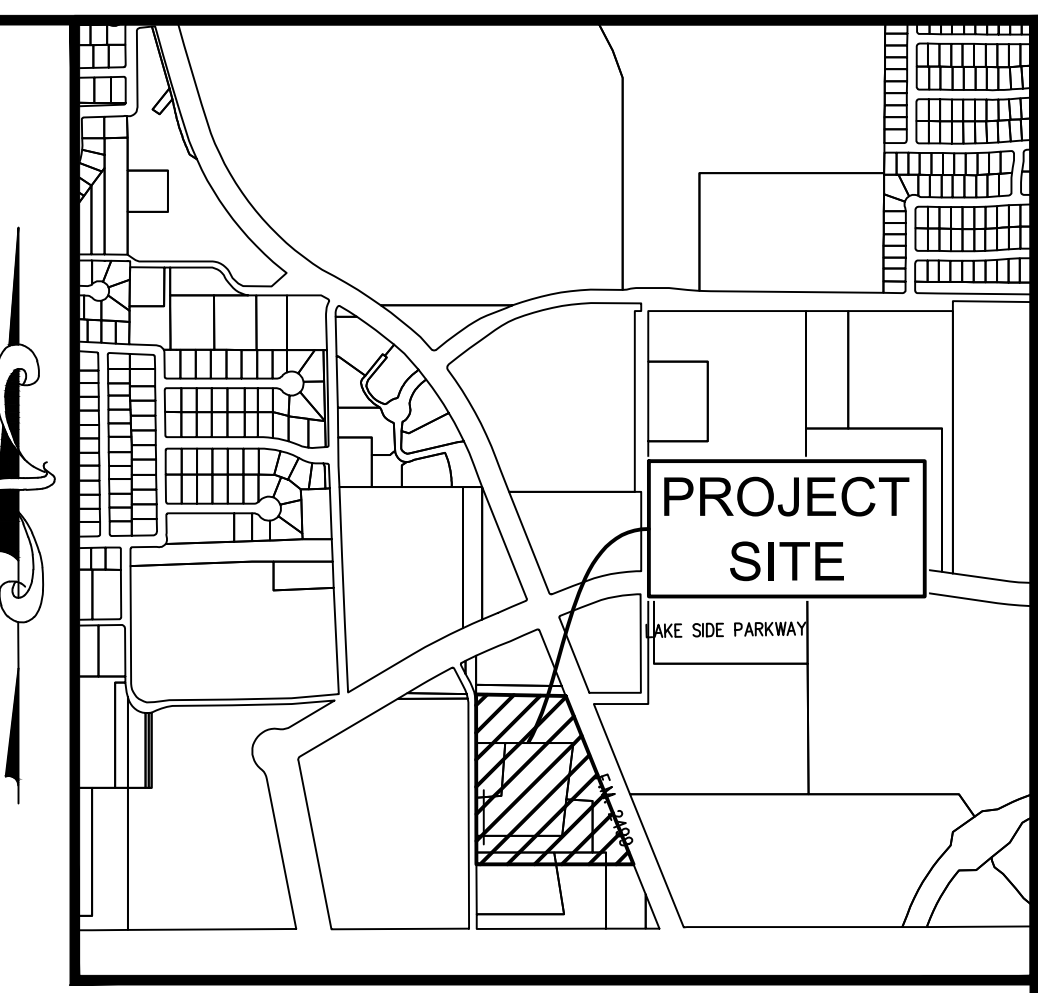
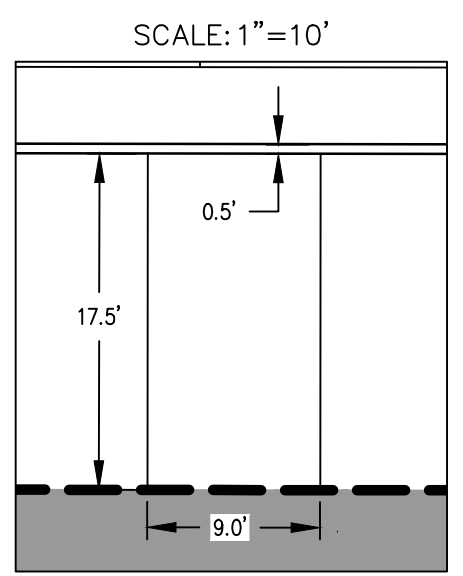
OWNER/DEVELOPER
NEWSTREAM COMMERCIAL
4200 HERITAGE TRACE PKWY
FORT WORTH, TEXAS
Ph. 8175862282
Contact: Tim Nystrom

CONSULTANTS, LLC
LAND SURVEYING LANDSCAPE ARCHITECTURE
111 Hillside Drive - Lewisville, TX 76057 - P: 972.436.9715 - F: 972.436.9715
144 Old Town Blvd. North, Ste 2 - Argyle, TX 76226 - P: 940.240.1012 - F: 940.240.1028
TBPES Firm No. 10047700
TBPES Firm No. 1798



SITE DATA TABLE – LAKESIDE CROSSING		
Physical Address	TBD	
Gross Site Area	12,000 A; 522,720 SF	
Net Site Area	12,000 A; 522,720 SF	
Lot Coverage		
Building Coverage		
Building 1	17,061 SF; ±3.3%	
Building 2	6,316 SF; ±1.2%	
Building 3	6,610 SF; ±1.3%	
Impervious Coverage	±65%	
Pervious Area	±35%	
Parking Summary		
Surface Parking* (refer to the shared parking charts)		
Retail – 1 space per 250 Square Feet		
Office – 1 space per 300 Square Feet		
Hotel – 1 per lodging room		
Restaurant – 1 space per 75 SF		
LAKESIDE CROSSING		
Building 1 (Hotel 134 Rooms)	Required	Provided
Building 1 (Restaurant 3,154 SF)	134	136
Building 1 (Restaurant 3,154 SF)	42	42
Building 1 (Rest. Patio 1,142 SF)	16	16
Building 2 (Office 5,427 SF)	19	19
Building 2 (Retail 5,427 SF)	22	22
Building 3 (Office 11,340 SF)	38	38
Proposed On Street Parking	00	18
Total Parking (Not Inc. Residential)	264	491
Accessible Parking	9	15
Building 1 Data		
Height (story/feet)	5 Story, 74' 6"	
Peak Height	76' 7"	
Mean Height	71' 7"	
Total Square Footage	74,722 SF	
Building 2 Data		
Height (story/feet)	2 Story, 26' 0"	
Peak Height	33' 10"	
Mean Height	31' 6"	
Total Square Footage	10,854 SF	
Building 3 Data		
Height (story/feet)	2 Story, 29' 6"	
Peak Height	41' 3"	
Mean Height	35' 5"	
Total Square Footage	11,340 SF	

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	296	491
Phase I Parking for Fut. Com. Bldgs.	191	0
Future On Street Parking	00	16
Parking for Future Residential	30	30
Total Parking – all uses @ Buildout	517	537



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:
- 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.
 - REFER TO SHEET C4 FOR PAVING HATCH LEGEND. THE HATCHED AREAS ON THIS SHEET REPRESENT THE PROPOSED FIRE LANES.
 - 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 ABUTTING 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 RIVER WALK SIGNAGE 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.

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

SCHEDULE OF MIXED USE PARKING - BLDGS. 1-3					
	Weekday		Weekend		Night
	Daytime 6A-6P	Evening 6P-Mid	Daytime 6A-6P	Evening 6P-Mid	Midnight -6A
Office	56	6	6	3	3
Retail	11	20	22	16	2
Restaurant	36	72	72	72	8
Hotel	94	134	94	134	94
Totals	197	232	194	225	107

* 491 Parking Spaces Provided

SCHEDULE OF MIXED USE PARKING - BLDGS. 1-7					
	Weekday		Weekend		Night
	Daytime 6A-6P	Evening 6P-Mid	Daytime 6A-6P	Evening 6P-Mid	Midnight -6A
Office	222	23	23	12	12
Retail	28	50	55	39	3
Restaurant	139	277	277	277	28
Hotel	94	134	94	134	94
Totals	483	484	449	462	137

* 491 Parking Spaces Provided

REVIEWED TOWN OF FLOWER MOUND Released for Construction Date Town of Flower Mound Engineering Services

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 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

16326

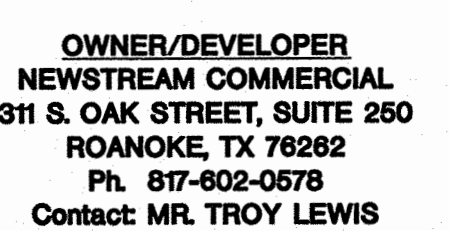
OWNER/DEVELOPER NEWSTREAM COMMERCIAL 311 S. OAK STREET, SUITE 250 ROANOKE, TX 76262 Ph. 817-602-0578 Contact: MR. TROY LEWIS

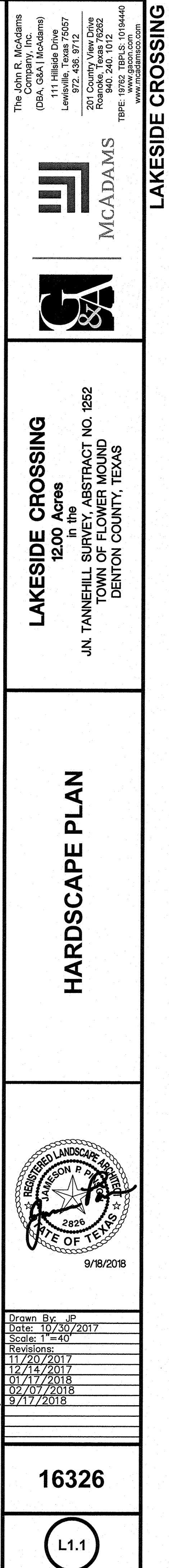
C3

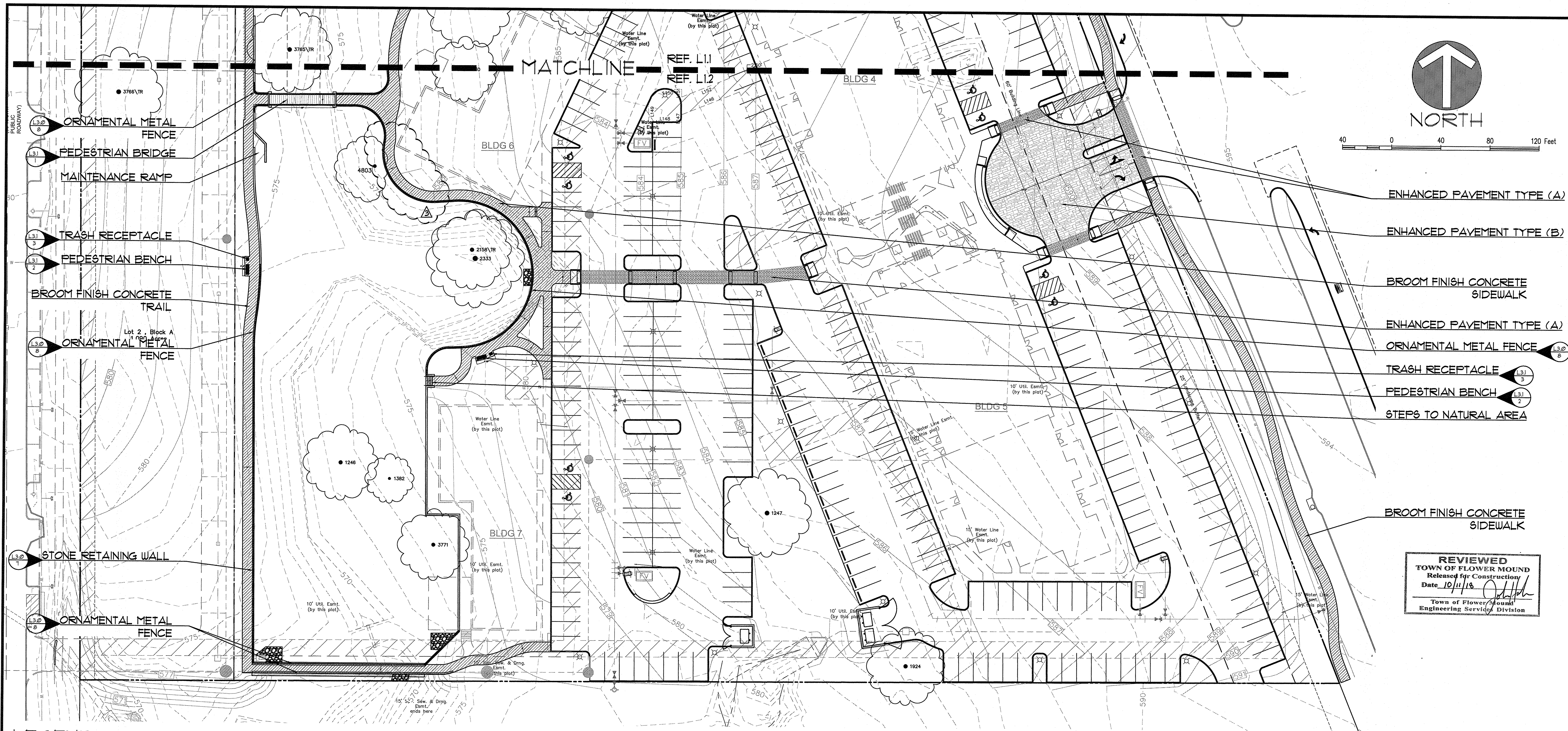
LAKESIDE CROSSING Lot 1, Block A LAKESIDE CROSSING 12.00 Acres in the J.N. TANNEHILL SURVEY; ABSTRACT NO. 1252 TOWN OF FLOWER MOUND DENTON COUNTY, TEXAS

SITE PLAN AND DIMENSIONAL CONTROL PLAN

SITE PLANNING CIVIL ENGINEERING PLANNING CONSULTANTS, LLC LAND SURVEYING LANDSCAPE ARCHITECTURE 111 Hillside Drive - Lewisville, TX 75057 P: 972.436.9712 • F: 972.436.9715 144 Old Town Blvd. North, Ste 2 - Argyle, TX 76226 P: 940.240.1012 • F: 940.240.1028 TBPES Firm No. 1798 TBPES Firm No. 10047700 LAKESIDE CROSSING







LEGEND

- TYPE (A) STAMPED AND STAINED PATTERN CONCRETE
PATTERN: COBBLESTONE
COLOR: BASE - U26 LAMON STONE, RELEASE - R12 STORM GRAY
- TYPE (B) STAMPED AND STAINED PATTERN CONCRETE
PATTERN: TERRA STONE
COLOR: BASE - U20 SONORAN TAN, RELEASE - R14 WALNUT
- TYPE (C) STAINED CONCRETE
PATTERN: TROQUEL FINISH BUFFED CONCRETE
BASE COLOR - F22 ARENA BUFF ACCENT COLOR - F23 SMOKE
- TYPE (D) BROOM FINISH CONCRETE SIDEWALK
- TYPE (E) STAINED CONCRETE
PATTERN: TROQUEL FINISH ACID WASH
BASE COLOR - F22 ARENA BUFF ACCENT COLOR - F23 SMOKE
- TYPE (F) ALAMO STONE (Pavement Collection)
COGNAC BROWN
PATIO BANDING STONE SIZE - 12"x12"x4"
POOL COPING - 2" THICKNESS
- TYPE (G) IPE DECKING
- TYPE (H) CRUSHED GRANITE



0 40 80 120 Feet

ENHANCED PAVEMENT TYPE (A)

ENHANCED PAVEMENT TYPE (B)

BROOM FINISH CONCRETE SIDEWALK

ENHANCED PAVEMENT TYPE (A)

ORNAMENTAL METAL FENCE

TRASH RECEPTACLE

PEDESTRIAN BENCH

STEPS TO NATURAL AREA

BROOM FINISH CONCRETE SIDEWALK

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. 1252
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

HARDSCAPE PLAN



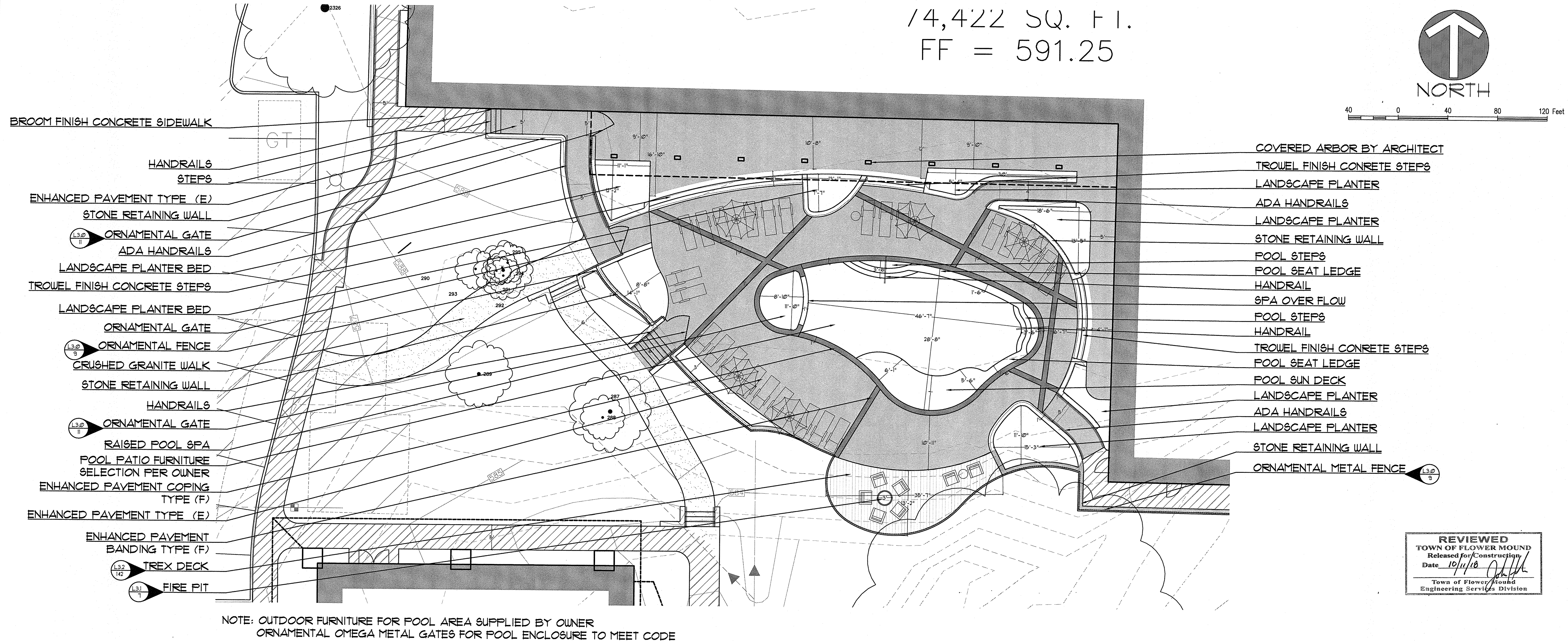
9/18/2018

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

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

16326

L1.2



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

McADAMS

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

HARDSCAPE PLAN

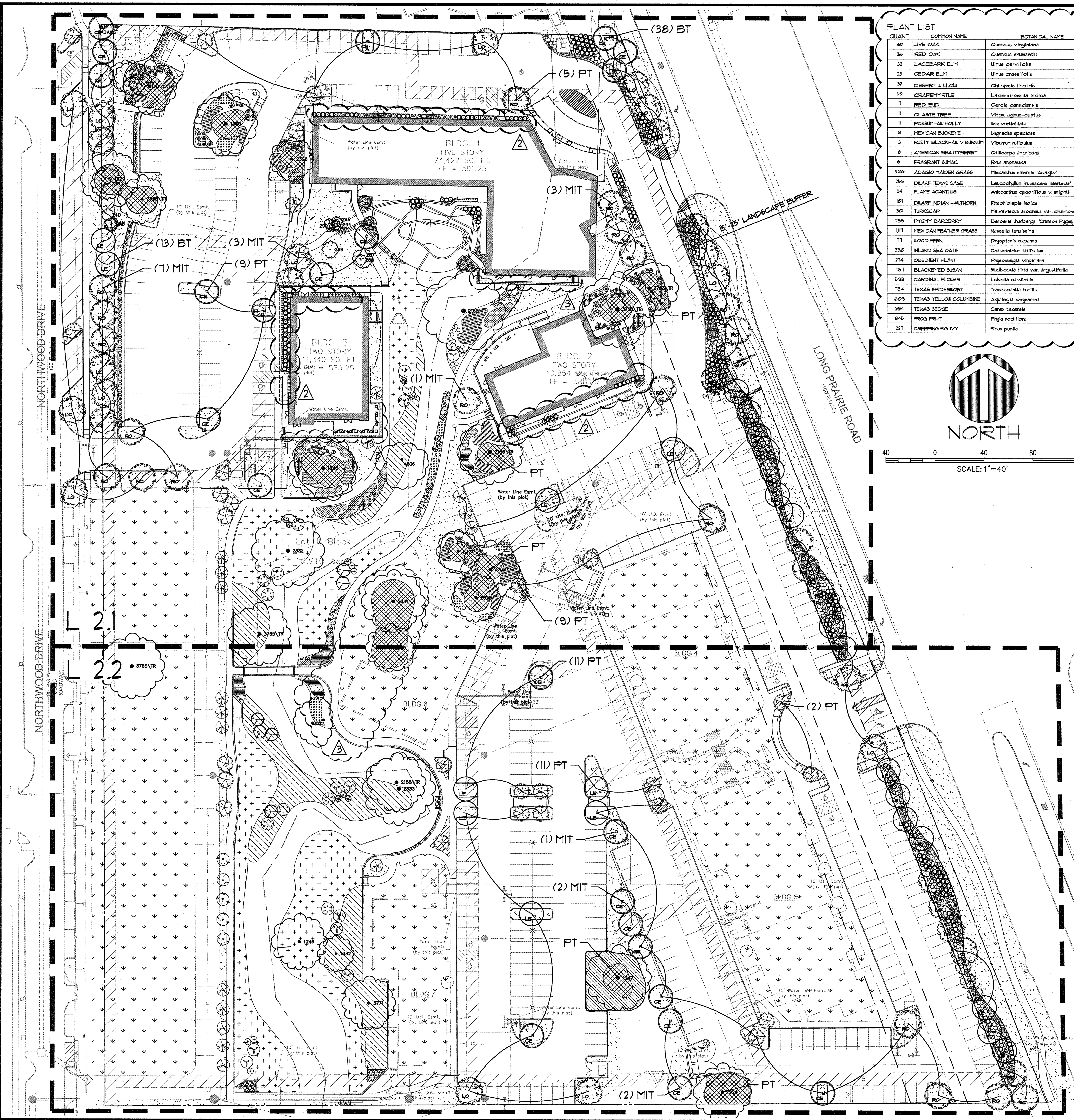
REGISTERED LANDSCAPE ARCHITECT
JAMESON P. PETERSON
2826
STATE OF TEXAS
9/18/2018

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

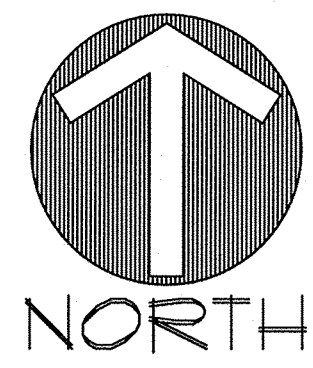
16326

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

L1.3



PLANT LIST						
QUANT.	COMMON NAME	BOTANICAL NAME	SIZE	MIN. HT.	SPACE	REMARKS
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	30gal.	7'-8'	Pier Plan	Full
33	CRAPPEY NITILE	Lagerstroemia indica	30gal.	7'-8'	Pier Plan	Full
7	RED BUD	Cercis canadensis	30gal.	7'-8'	Pier Plan	Full
11	CHASTE TREE	Vitex agnus-castus	30gal.	7'-8'	Pier Plan	Full
11	POSSUMHAW HOLLY	Ilex verticillata	30gal.	7'-8'	Pier Plan	Full
8	MEXICAN BUCKEYE	Ungadia speciosa	5 gal.	5'-6'	Pier Plan	Multi-trunk
3	RUSTY BLACKHAW VIBURNUM	Viburnum nudifolium	10 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	Rhaphicarpis indica	3 gal.	2'-3'	Pier Plan	Full
30	TURKSCAP	Malvaceae arborea var. drummondii	3 gal.	1'-2'	Pier Plan	Full
289	PYGMY BARBERRY	Barberia thunbergii 'Grimson 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	Chenopodium 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
849	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 NITILE

(RB) RED BUD

(CT) CHASTE TREE

(PH) POSSUMHAW HOLLY

(MB) MEXICAN BUCKEYE

(RBV) 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

(CPI) CREeping FIG IVY

SEASONAL COLOR

ENHANCED LANDSCAPE BED

BERMUDA SOO

SEEDING INLAND SEA OATS

SEEDING 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



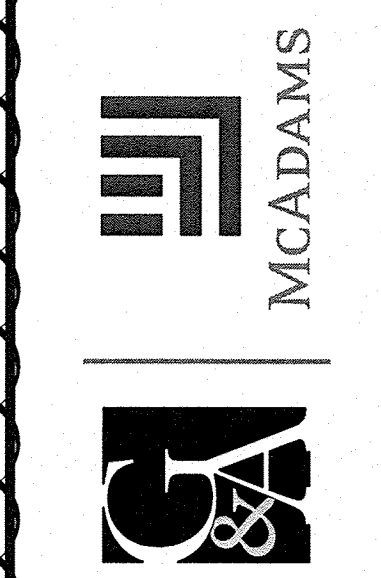
Drawn By: JP
Date: 10/30/2017
Scale: 1"=40'
Revisions:
11/20/2017
01/14/2017
01/17/2018
02/07/2018
9/17/2018

16326
L2.0

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

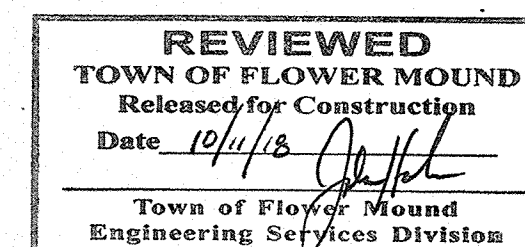
LAKESIDE CROSSING
12.00 Acres
in the
JUN. TANNER HILL SURVEY, ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

LANDSCAPE PLAN



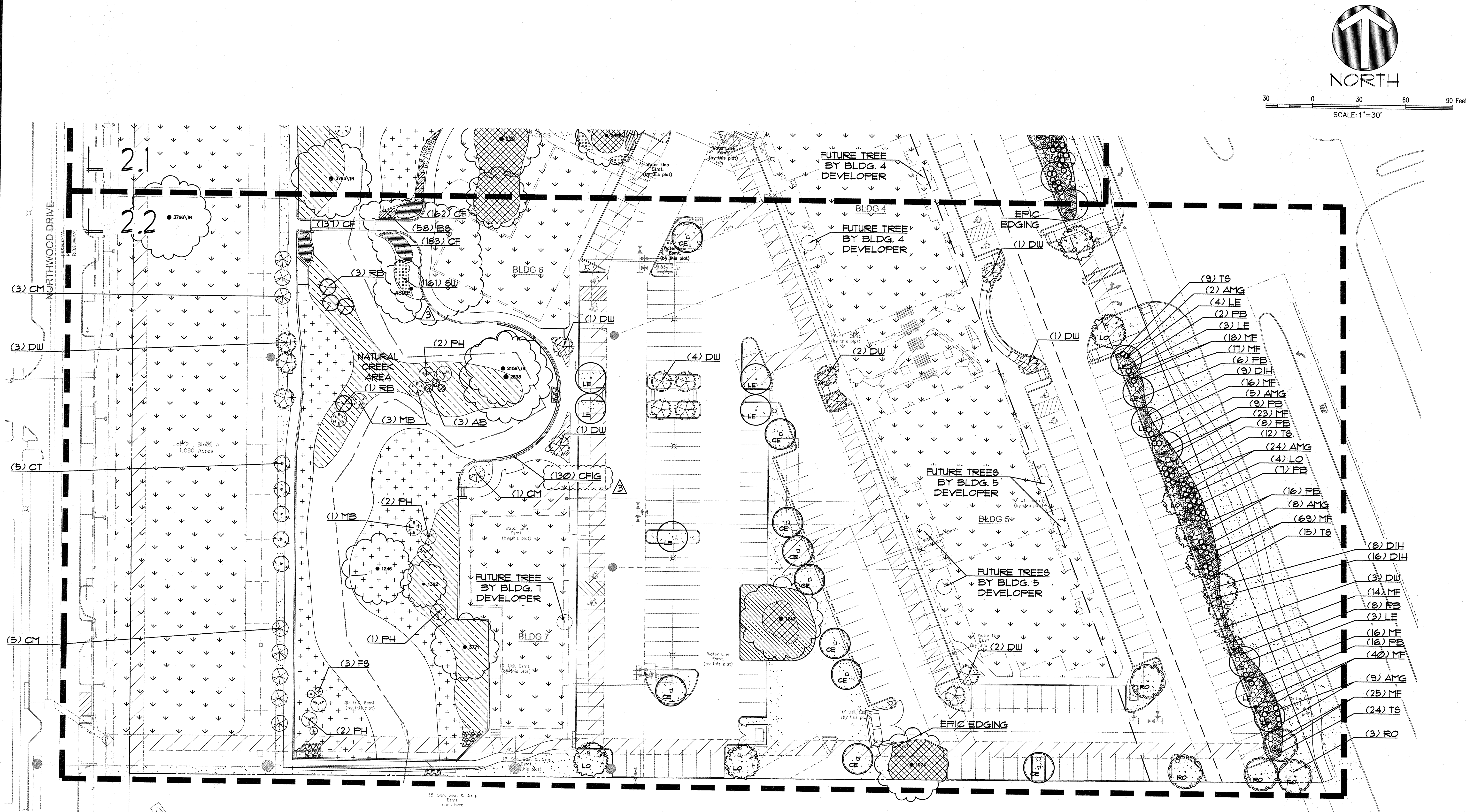
The John R. McAdams Company, Inc.
(DBA: G&A McAdams)
111 Hillside Drive
Lewisville, Texas 75057
972.436.9712
207 Country View Drive
Rockwall, Texas 75087
940.940.1012
TBP#: 19762 TBP: S: 1019440
www.mcadams.com

LAKESIDE CROSSING



L2.1

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



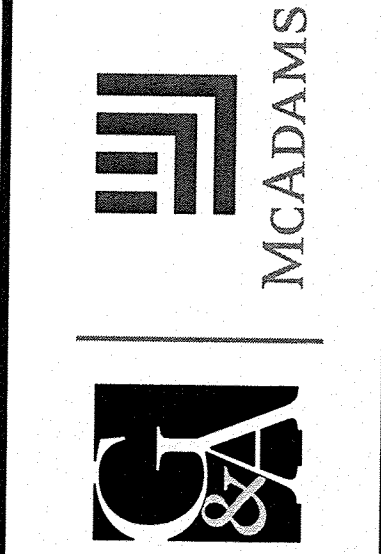
PLANT LEGEND

(LO) LIVE OAK	(DW) DESERT BILLOW	(RBV) RUSTY BLACKSHAW VIBURNUM	(180) INLAND SEA OATS	CLIMBING VINE
(RO) RED OAK	(CH) CRAMPYTHIRLE	(AB) AMERICAN BEAUTYBERRY	(OP) OBEDIENT PLANT	BERMUDA SOD
(LE) LACEBARK ELM	(RB) RED BUD	(FB) FRAGRANT BULBAC	(BB) BLACKKEYED SUBAN	SEEDED INLAND SEA OATS
(CE) CEDAR ELM	(CT) CHARITE TREE	(AMG) ADAGIO MAIDEN GRASS	(CP) CARDINAL FLOWER	SEEDED SHADE-FRIENDLY GRASS MIX
	(PM) POSSUMHAW HOLLY	(TS) DWARF TEXAS BAGE	(BW) SPIDERBORT	SEEDED SHADE-FRIENDLY GRASS MIX
	(MB) MEXICAN BUCKEYE	(FA) FLAME ACANTHUS	(TYC) TEXAS YELLOW COLUMBINE	SEEDED SHADE-FRIENDLY GRASS MIX
		(DIH) DWARF INDIAN HAWTHORN	(BED) TEXAS GEORGE	SEEDED SHADE-FRIENDLY GRASS MIX
		(TC) TURKSCAP	(FF) FROG FRUIT	SEEDED SHADE-FRIENDLY GRASS MIX
		(PB) PYGMY BARBERY	SEASONAL COLOR	SEEDED SHADE-FRIENDLY GRASS MIX
		(MF) MEXICAN FEATHER GRASS	ENHANCED LANDSCAPE BED	SEEDED SHADE-FRIENDLY GRASS MIX
		(UP) WOOD FERN		SEEDED SHADE-FRIENDLY GRASS MIX

REVIEWED
TOWN OF FLOWER MOUND
Released for Construction
Date: 10/14/18
Town of Flower Mound
Engineering Services Division

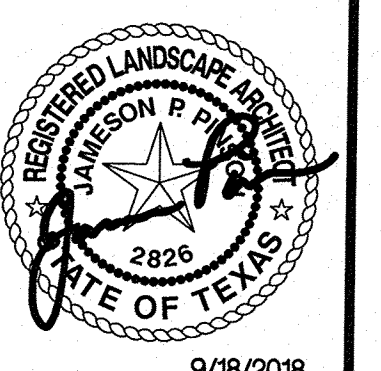
OWNER/DEVELOPER
NEWSTREAM COMMERCIAL
311 S. OAK STREET, SUITE 250
ROANOKE, TX 76262
Ph: 817-602-0578
Contact: MR. TROY LEWIS

The John R. McAdams
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(DBA: G&A | McAdams)
111 Hillside Drive
Lewisville, Texas 75057
972.436.9712
201 Country View Drive
Rockwall, Texas 75087
940.240.1012
TBP# 19762 TBP#S: 10184440
www.jrmc.com



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

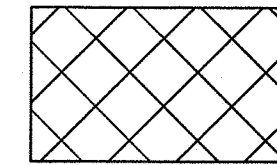
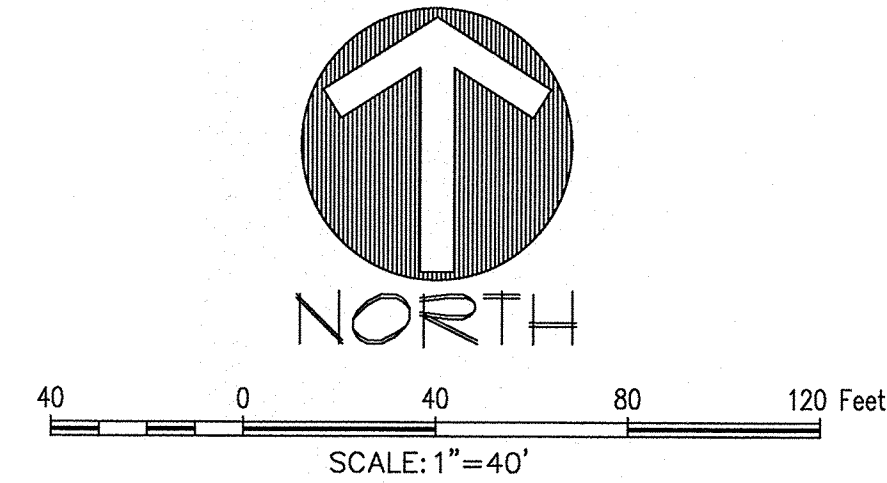
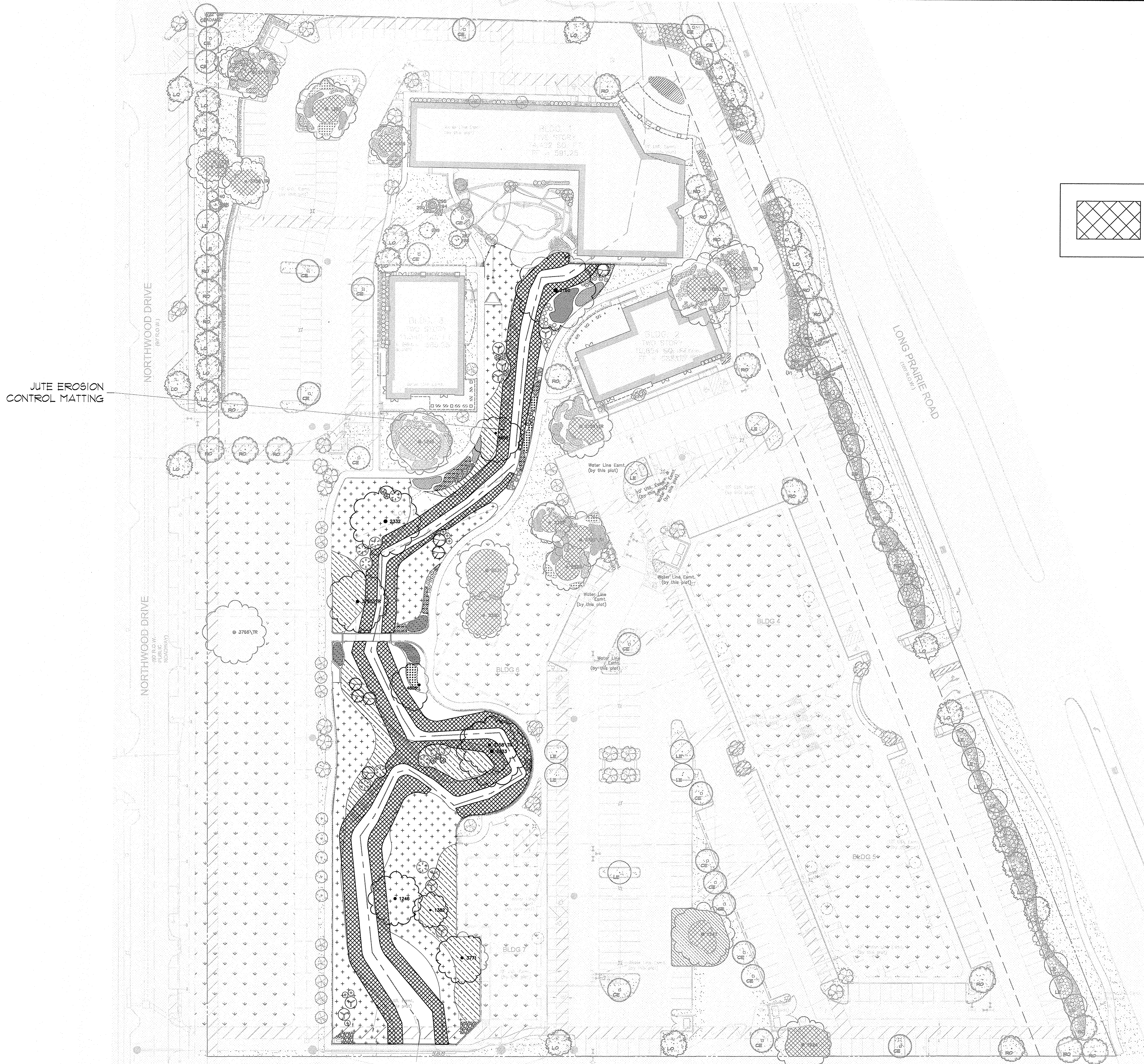
LANDSCAPE PLAN



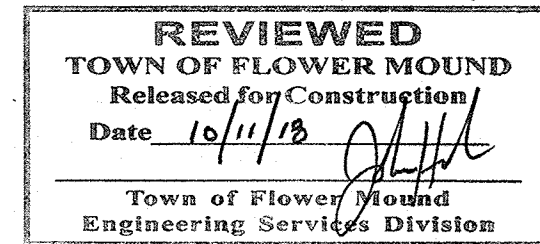
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Date: 10/30/2017
Scale: 1"=30'
Revisions:
11/20/2017
12/14/2017
01/17/2018
02/07/2018
9/17/2018

16326

L2.2



JUTE EROSION CONTROL MATTING
WITHOUT NYLON MESH



The John P. McAdams
Company, Inc.
(DBA: G&A McAdams)
1111 Hillside Drive
Lewisville, Texas 75067
972.436.8712
201 County View Drive
Roanoke, Texas 76262
940.240.1010
TBP# 18762 TBP#S: 10184440
www.gamco.com



LAKESIDE CROSSING

12.00 Acres

JN. TANNEHILL SURVEY, ABSTRACT NO. 1282
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

LANDSCAPE EROSION
CONTROL PLAN



9/18/2018

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

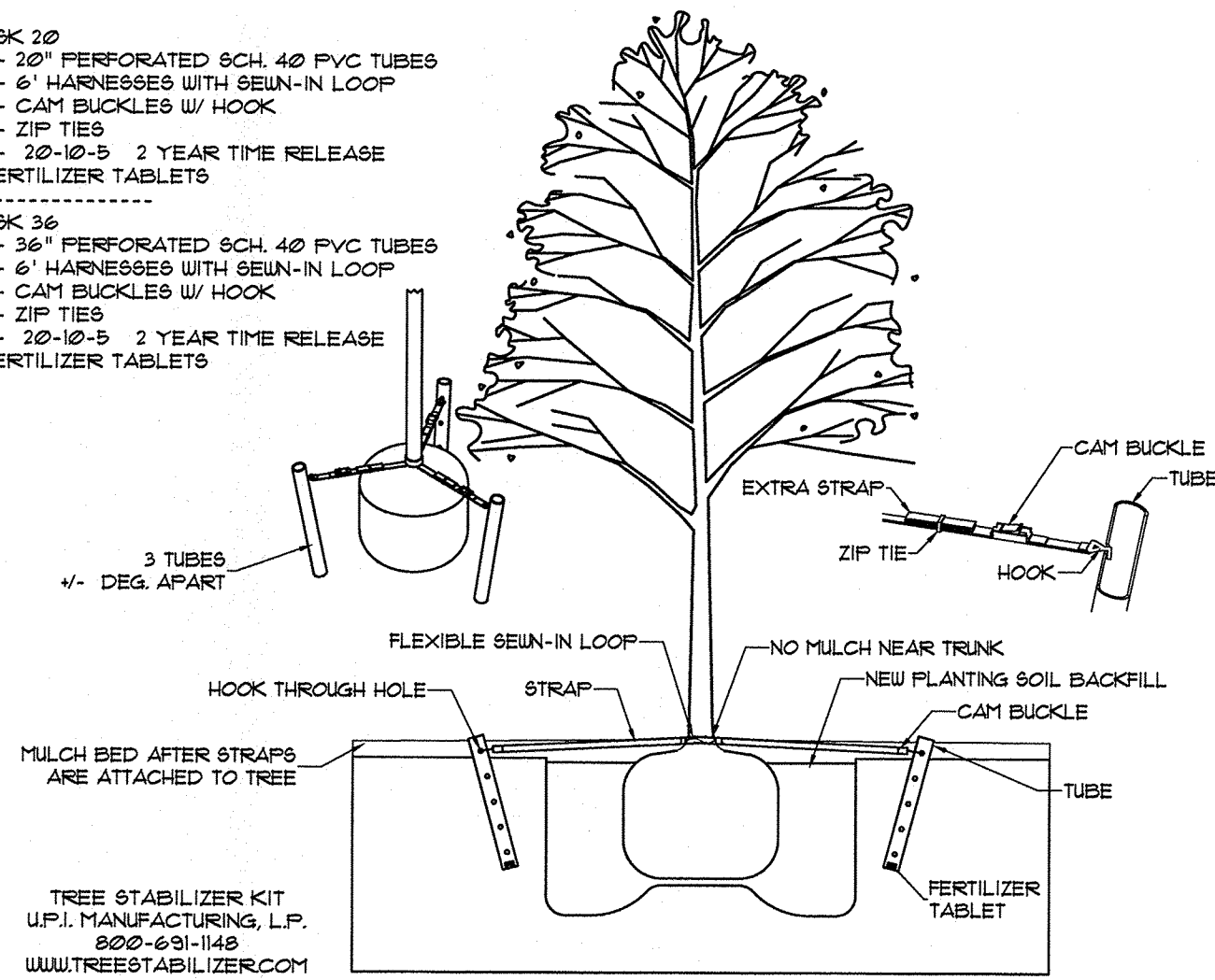
16326

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

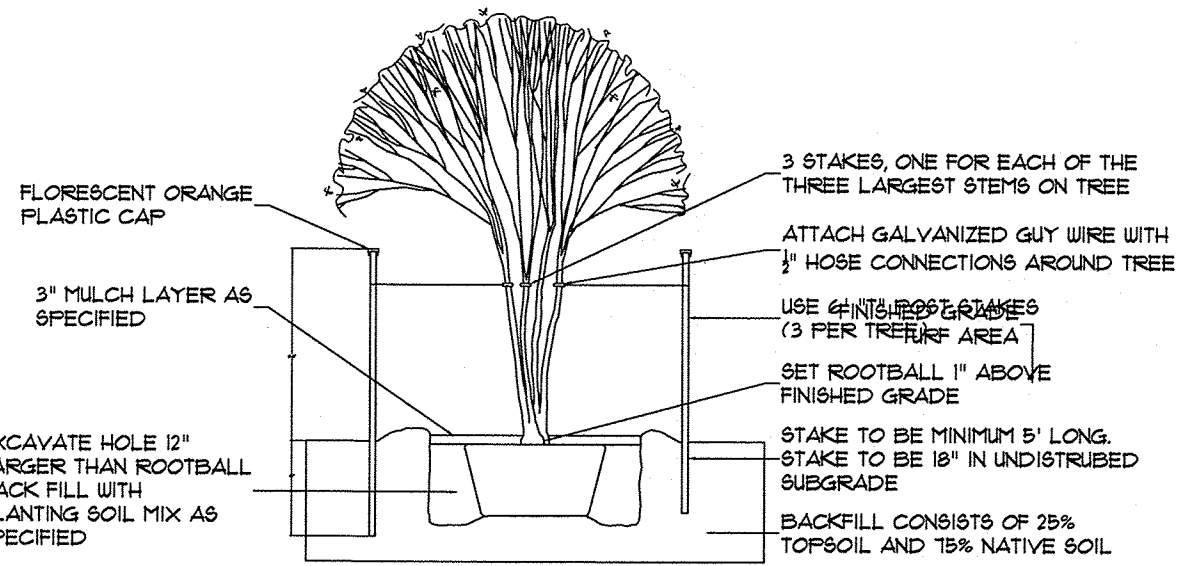
L2.3

SPECIFICATIONS:

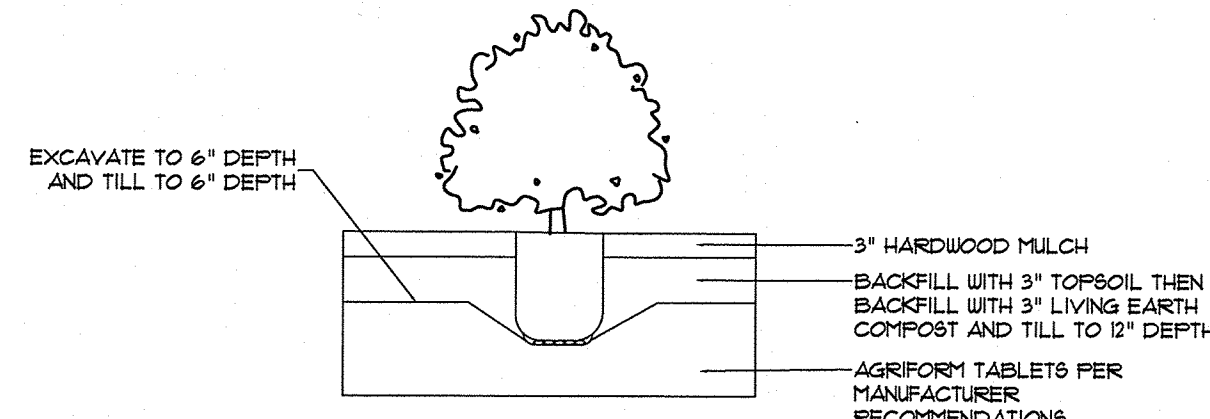
- TSK 20
3- 20" PERFORATED SCH. 40 PVC TUBES
3- 6' HARNESSES WITH SEW-IN LOOP
3- CAM BUCKLES W/ HOOK
3- ZIP TIES
3- 20-10-5 2 YEAR TIME RELEASE
FERTILIZER TABLETS
- TSK 36
3- 36" PERFORATED SCH. 40 PVC TUBES
3- 6' HARNESSES WITH SEW-IN LOOP
3- CAM BUCKLES W/ HOOK
3- ZIP TIES
3- 20-10-5 2 YEAR TIME RELEASE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



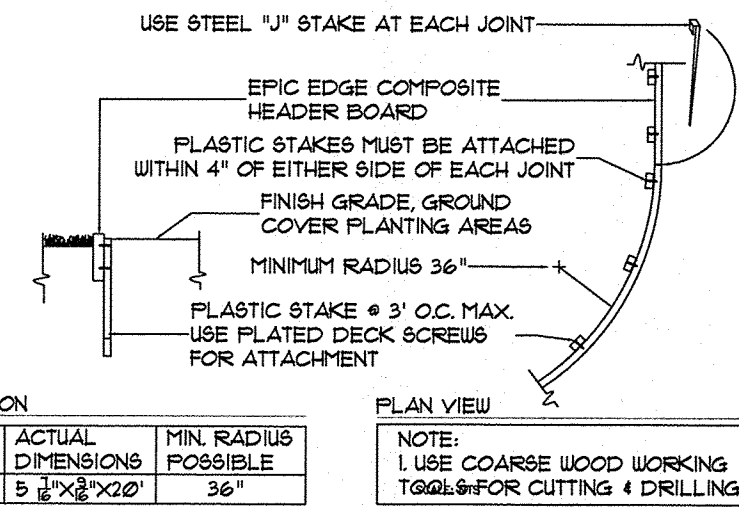
1. TREE STABILIZER KIT
1/4"=1'



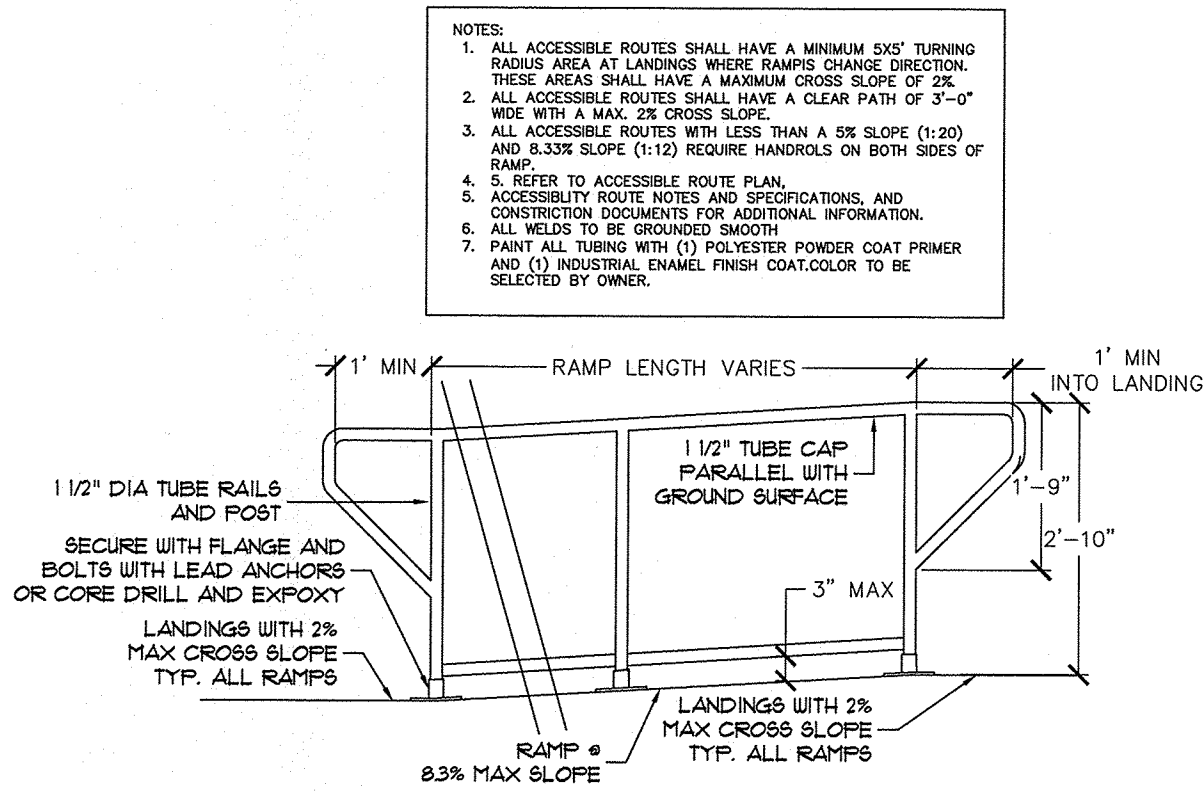
2. MULTI TRUNK TREE STAKING
1/4"=1'



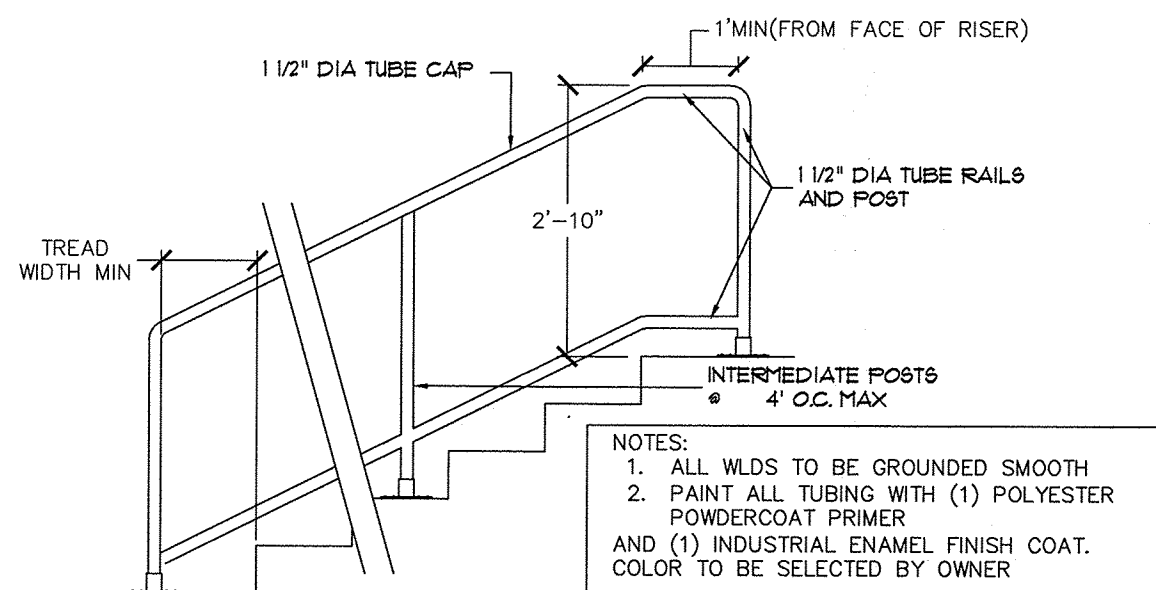
3. SHRUB PLANTING DETAIL
1/2"=1'



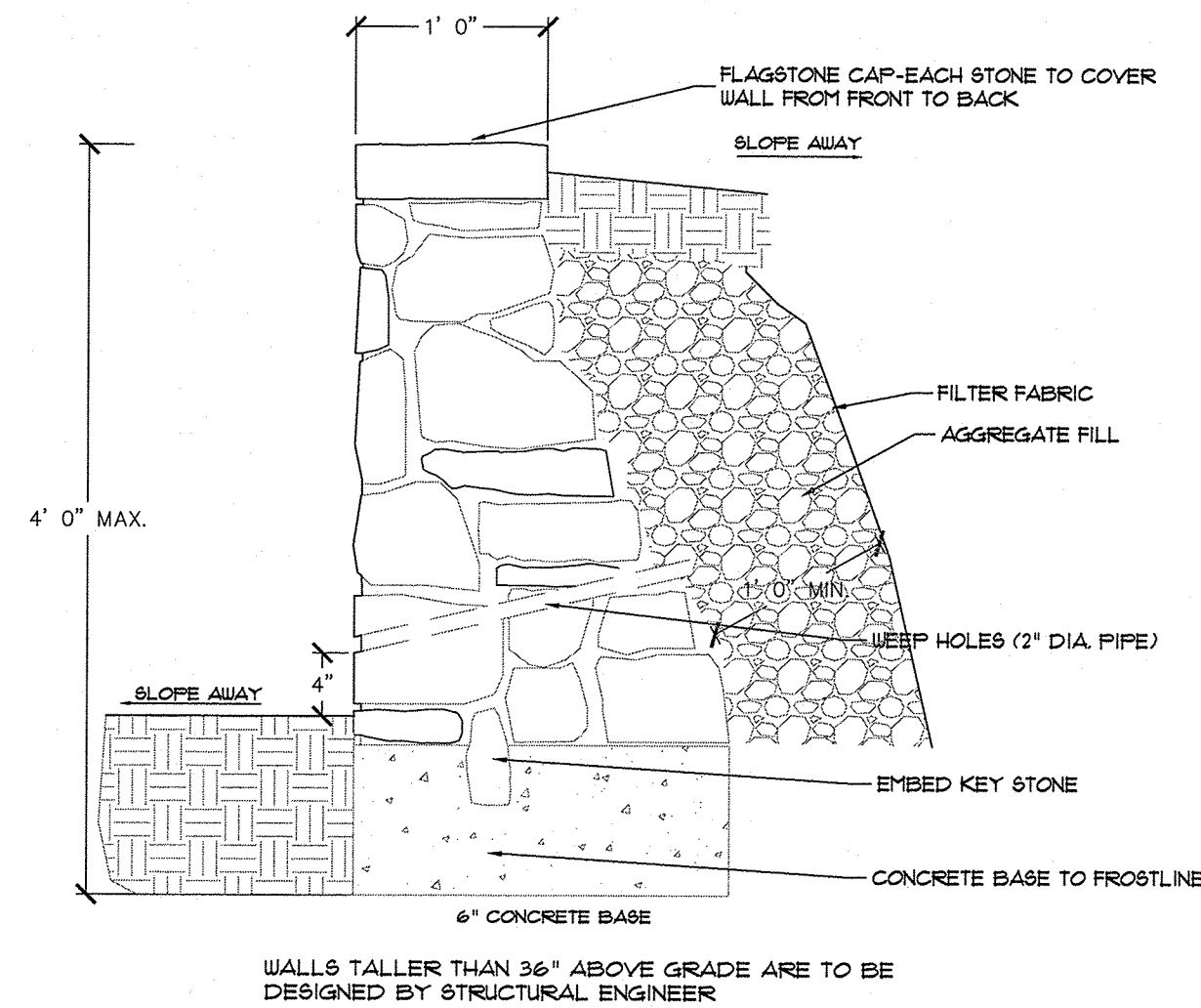
4. EPIC EDGE COMPOSITE HEADER BOARD
NTS



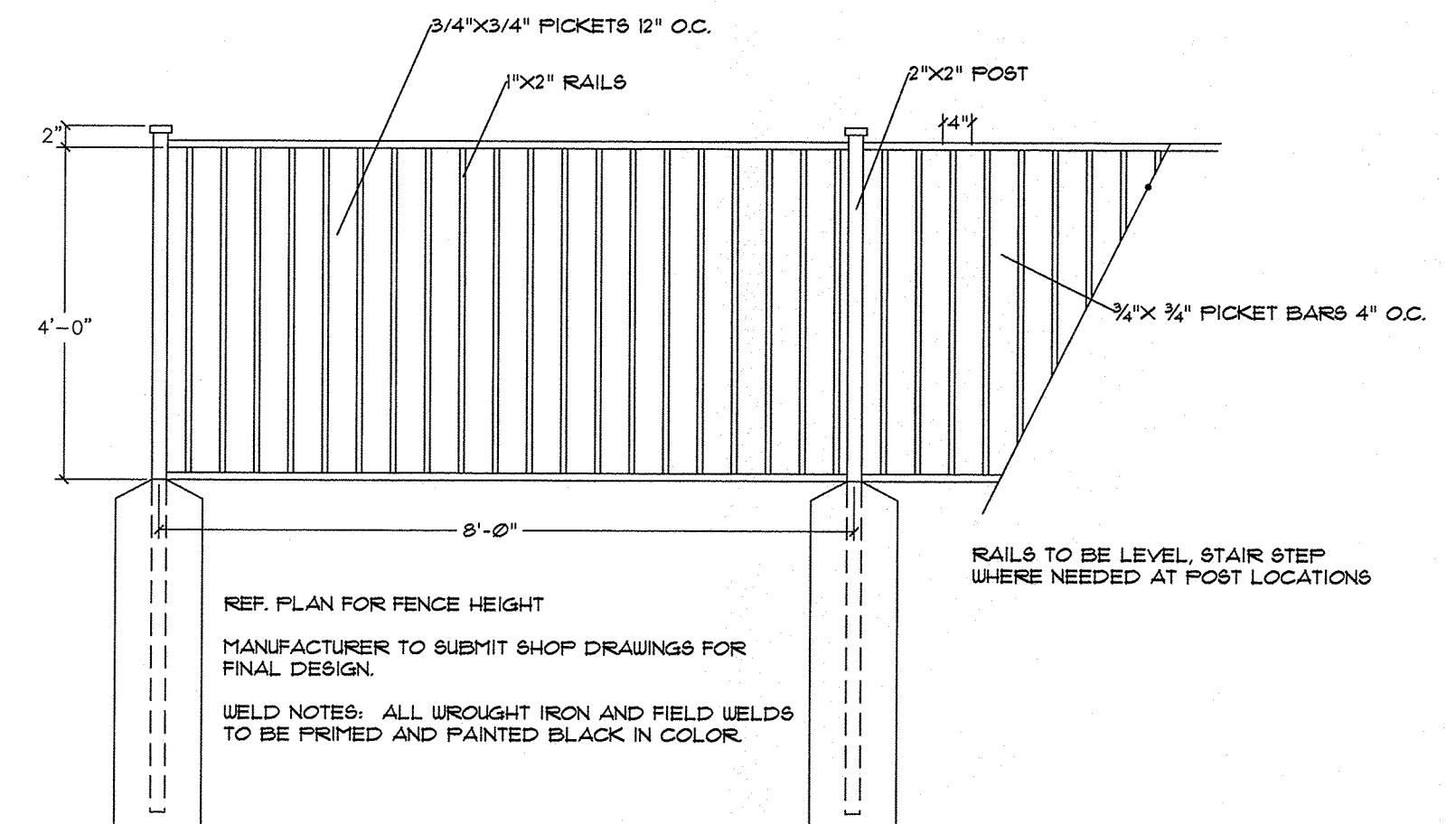
5. TUBE STEEL HANDRAIL AT RAMP
1/2"=1'



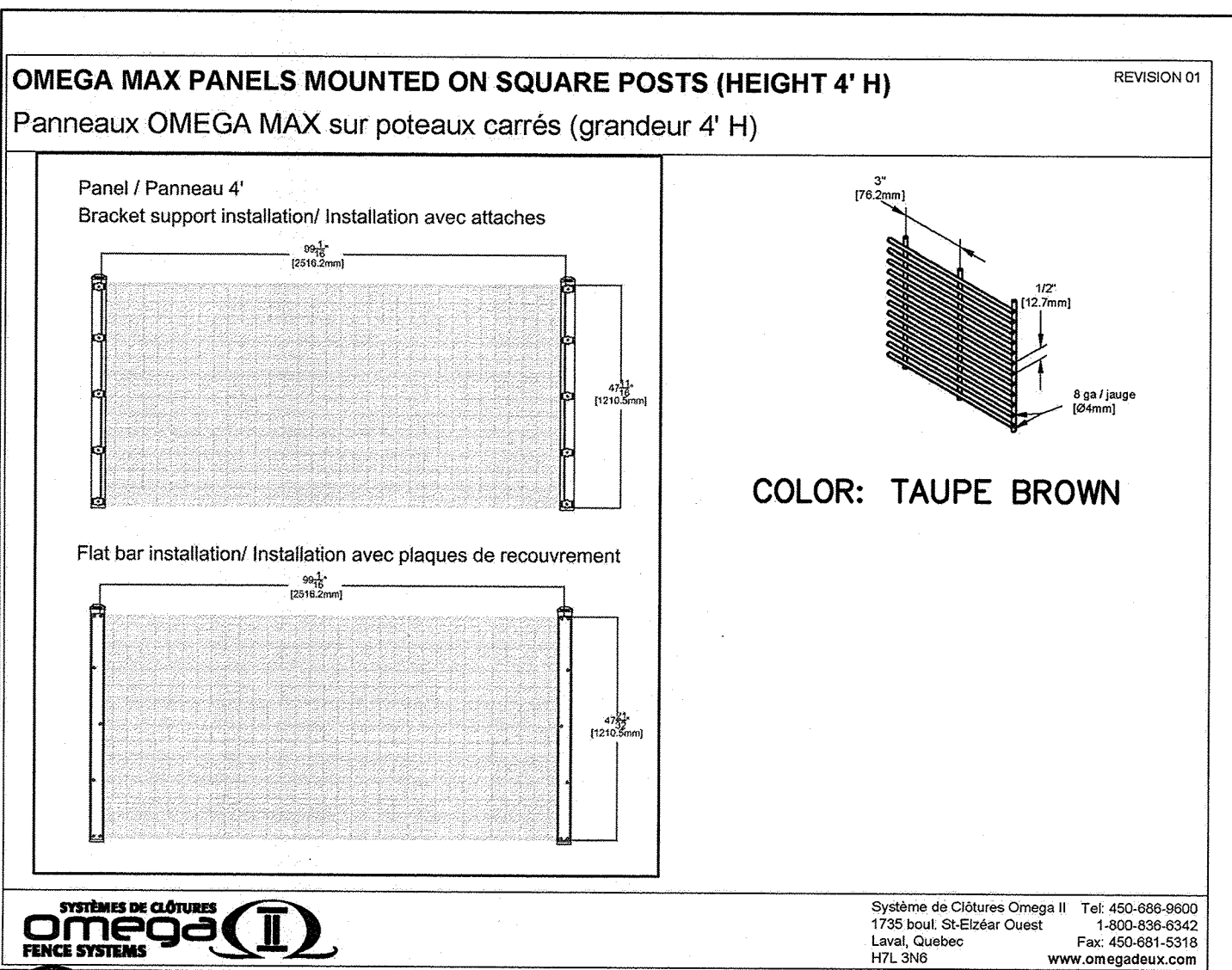
6. TUBE STEEL HANDRAIL AT STEPS
1/2"=1'



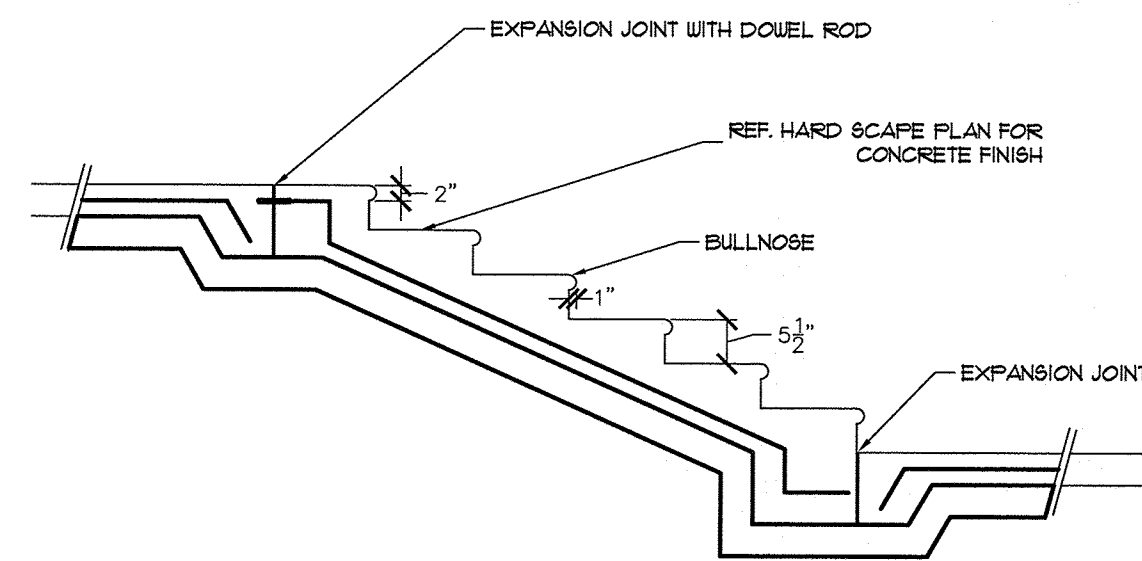
7. STONE RETAINING WALL
SCALE: NTS



8. 4' ORNAMENTAL METAL FENCE
SCALE: NTS

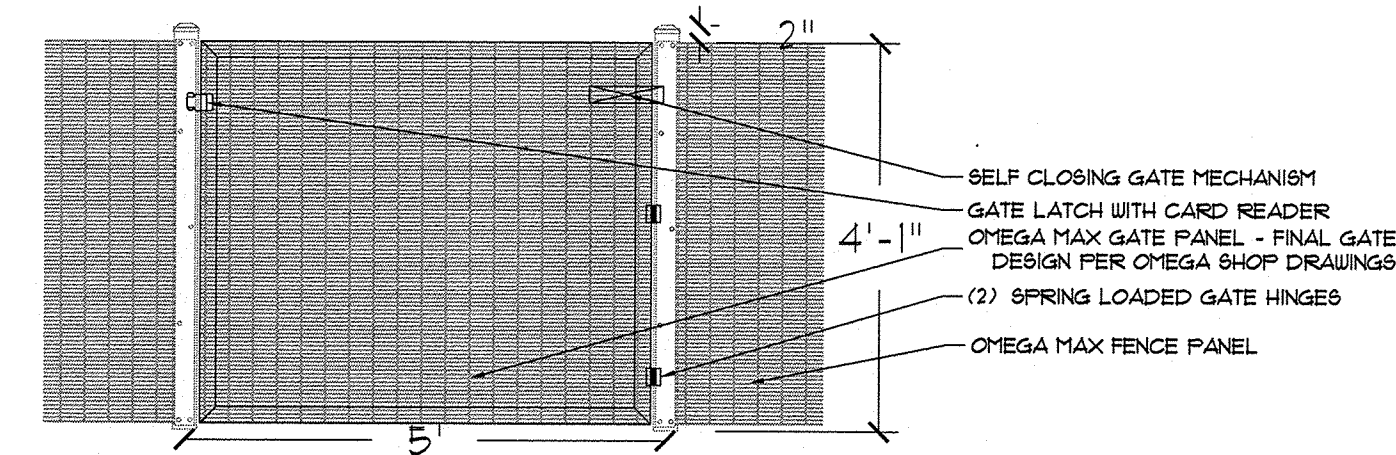


9. 4' OMEGA PANEL FENCE
SCALE: NTS



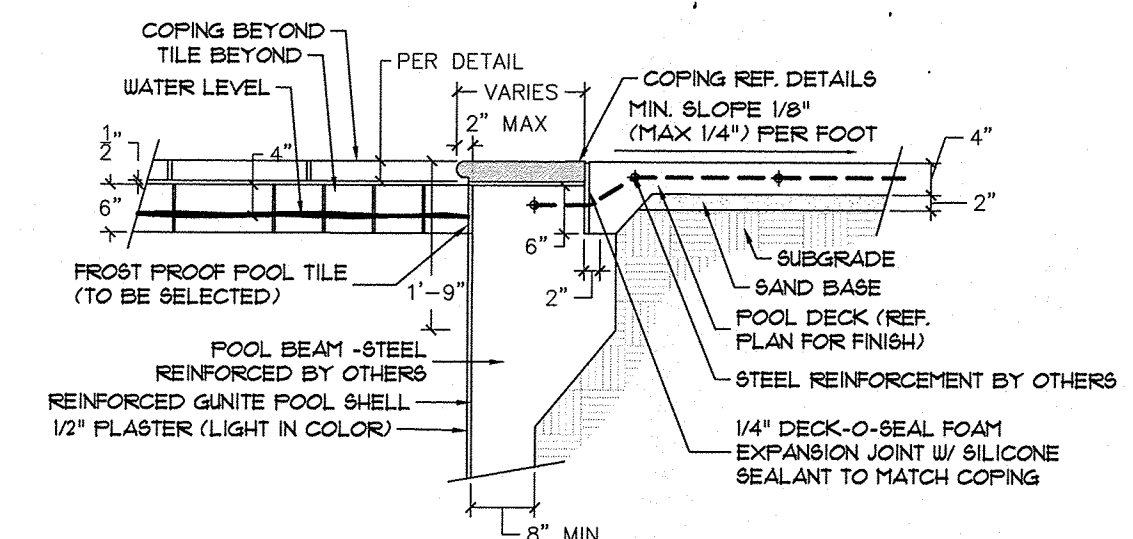
*NOTE: PIER AND FOOTING DESIGN BY STRUCTURAL ENGINEER

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

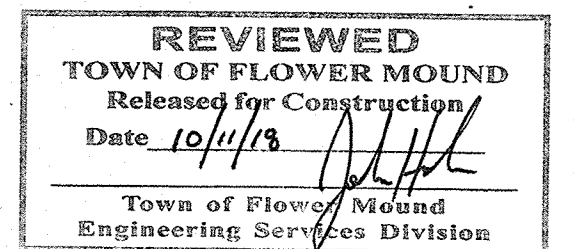


- NOTES:
1. ALL POOL GATE LATCHES MUST BE INSTALLED ON THE POOL YARD SIDE OF THE GATE AND SHALL BE 3" MIN. BELOW TOP OF GATE
2. THE GATE OR ENCLOSURE SHALL HAVE NO OPENINGS GREATER THAN ONE-HALF INCH IN ANY DIRECTION WITH 18" FROM THE LATCH, INCLUDING THE SPACE BETWEEN THE GATE AND THE GATE POST TO WHICH 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'



The John R. McAdams Company, Inc.
(DBA: G&A McAdams)
111 Hillside Drive
Lewisville, Texas 75057
972.496.9712
201 County View Drive
Rockwall, TX 75087
972.496.2400
TBP# 19762 TBP#LS 10194440
www.gascon.com

MCADAMS

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

LANDSCAPE & HARDSCAPE DETAILS

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

L3.0

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

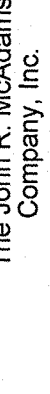
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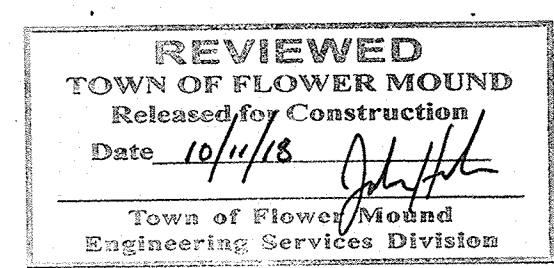
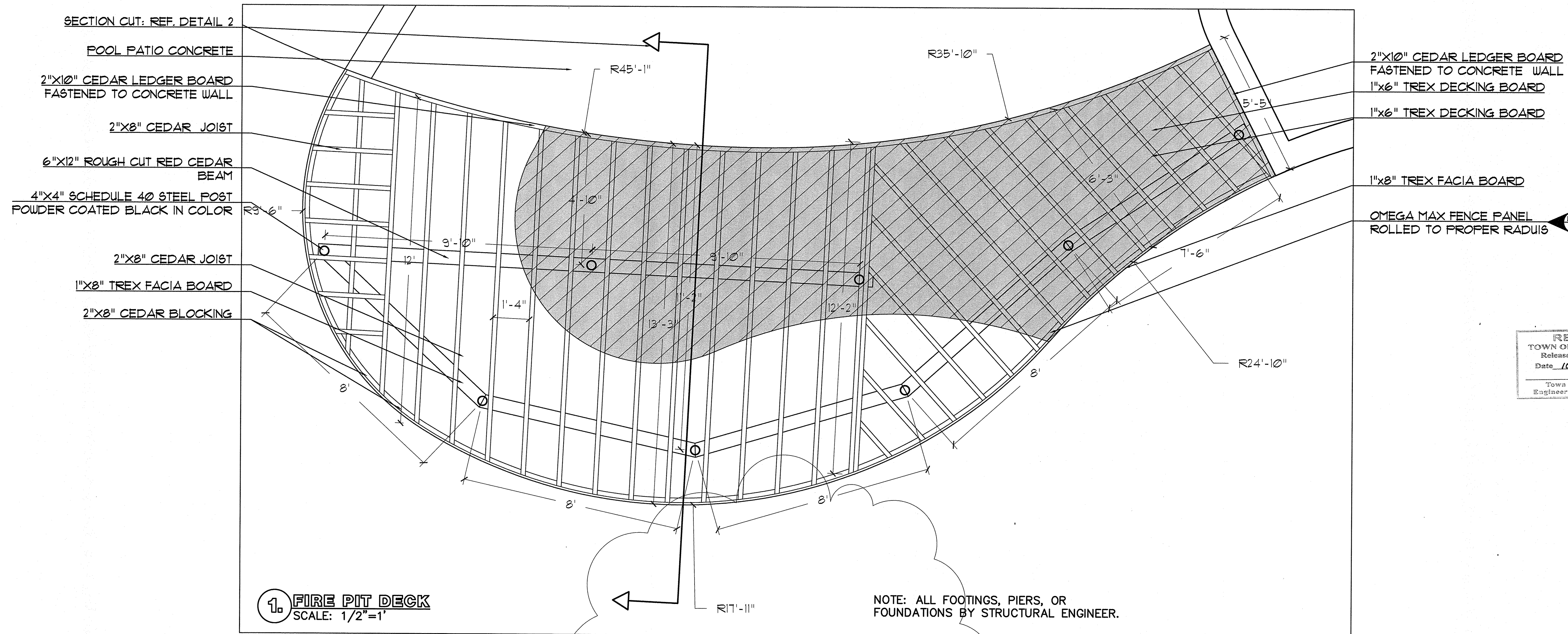
5. LIGHTED BOLLARD DETAIL
SCALE: NTS

TOWN OF FLOWER MOUND	
Released for Construction	
Date	10/11/88
Town of Flower Mound Engineering Services Division	

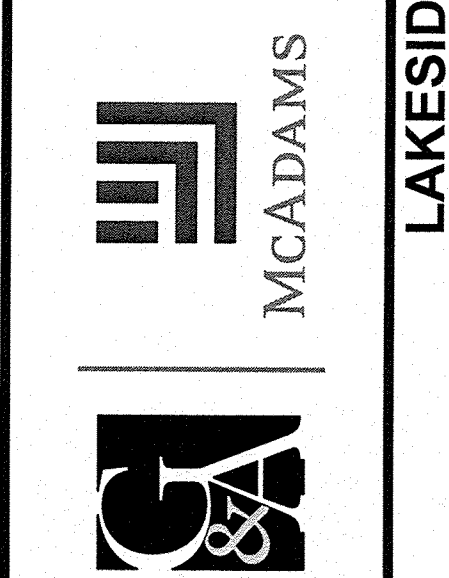
REF. Electrical or Photometric plan for final fixture types and ordering info

9. GAS FIRE PIT DETAIL
SCALE: NTS

LANDSCAPE & HARDSCAPE DETAILS	LAKESIDE CROSSING 12.00 Acres in the J.N. TANNEHILL SURVEY, ABSTRACT NO. 1252 TOWN OF FLOWER MOUND DENTON COUNTY, TEXAS	 McADAMS	The John B. McAdams Company, Inc. (DBA: G&A McAdams) 111 Hillside Drive Lewisville, Texas 75057 872.435.3712 201 Country View Drive Ft. Worth, Texas 76102 840.240.1012 TBPE: 19762 TBPLS: 10194440 J.B. McAdams, P.E. www.jbmcd.com	LAKESIDE CROSSING
 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	L3.1	

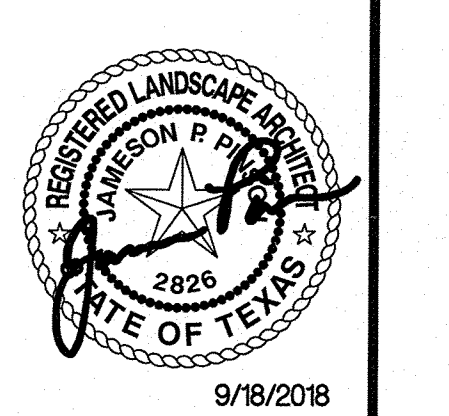


The John R. McAdams Company, Inc.
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111 Hillside Drive
Lewisville, Texas 75057
972.435.9712
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940.240.1012
TPE: 19762 TPLS: 1019440
www.gamc.com



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

**LANDSCAPE & HARDSCAPE
DETAILS**

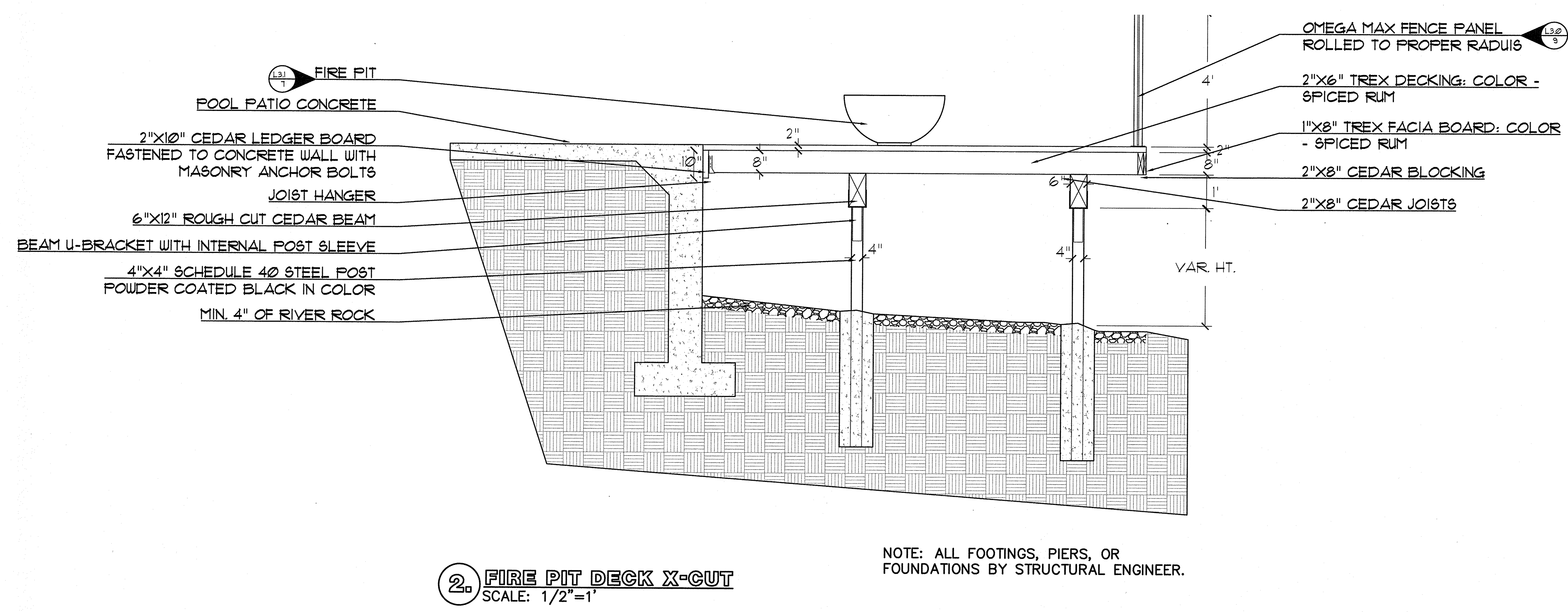


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Date: 10/30/2017
Scale: 1"=40'
Revisions:

11/20/2017	
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01/17/2018	
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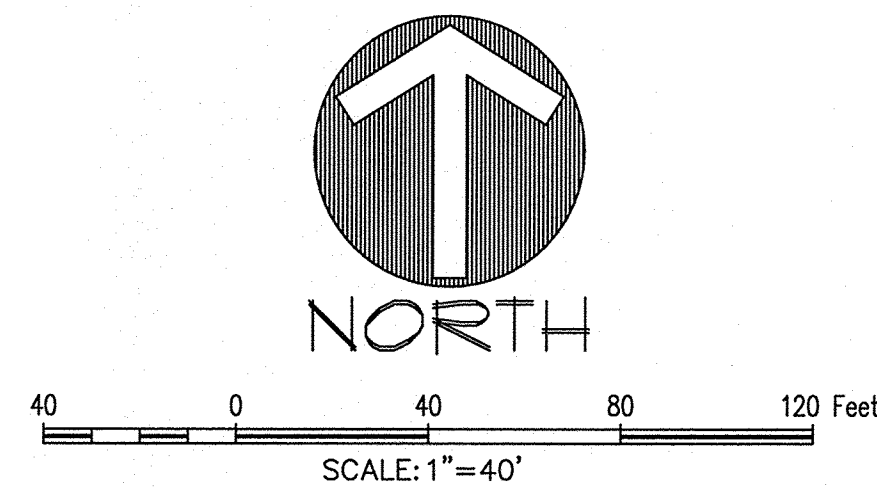
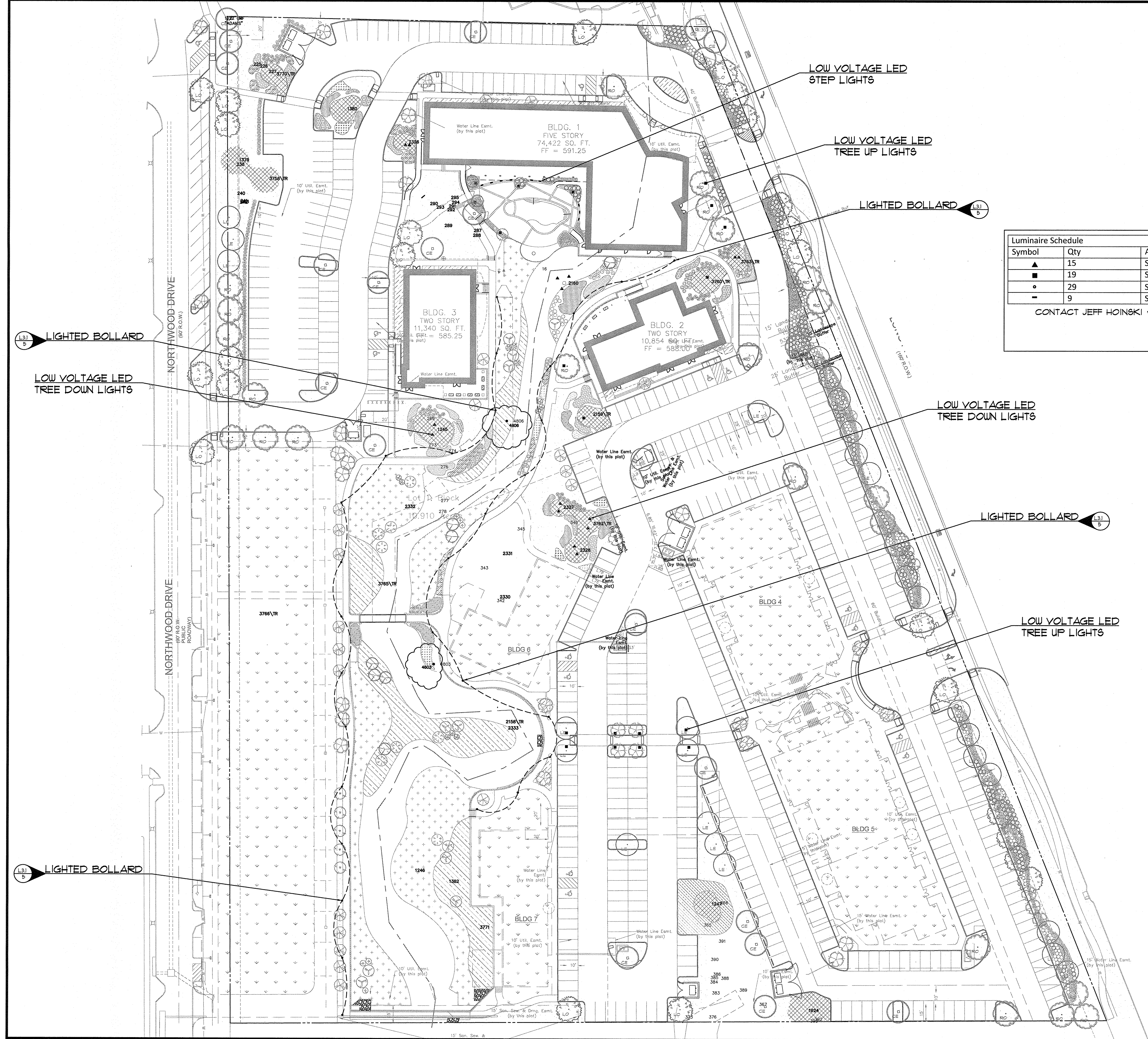
16326

L3.2



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

FILE: Z:\010\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

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(DBA, G&A McAdams)
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TBPE: 19762 TBR.S: 10194440
www.jrma.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



Drawn By: JJP
Date: 10/30/2017
Scale: 1"=40'

Revisions:

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16326

OWNER/DEVELOPER
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ROANOKE, TX 76262
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L4.0

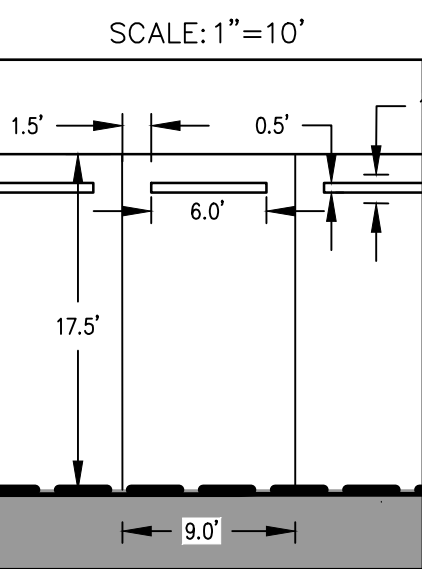


*274 {256 on-site + 18 on-street parking spaces}

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

Weekday		Weekend		Night
Daytime 6A-6P	Evening 6P-Mid	Daytime 6A-6P	Evening 6P-Mid	Midnight - 6A
100%	10%	10%	5%	5%
50%	90%	100%	70%	5%
50%	100%	100%	100%	10%
70%	100%	70%	100%	70%

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

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. 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 MATERIALS 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.

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

CONCEPT SITE PLAN

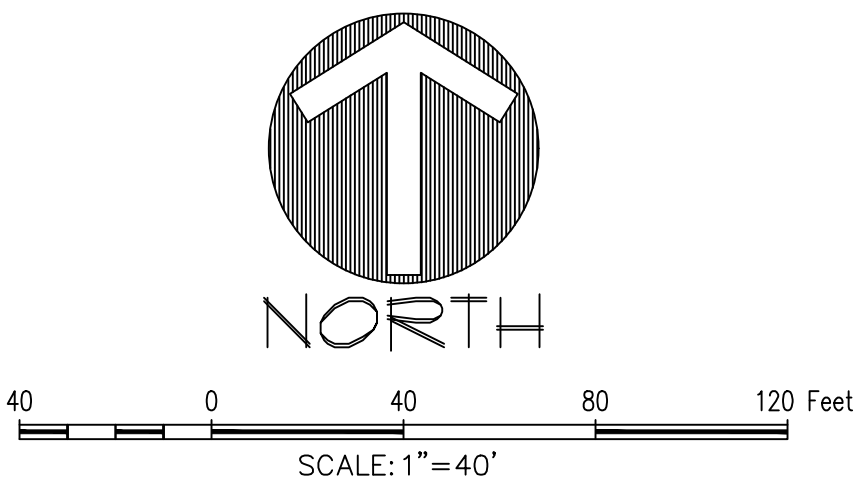
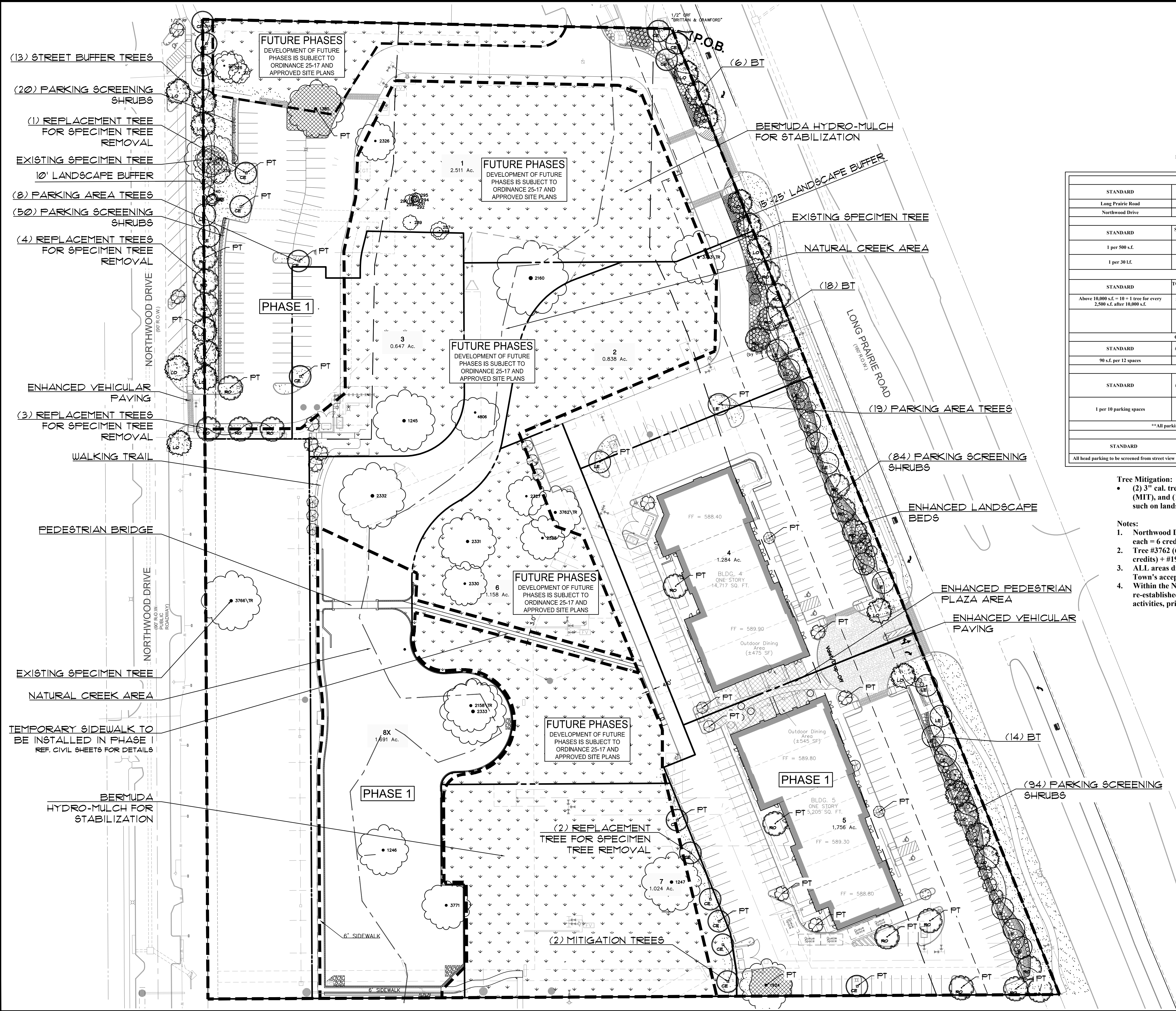
THIS DOCUMENT IS FOR
INTERIM REVIEW AND IS
NOT INTENDED FOR
CONSTRUCTION, BIDDING,
OR PERMIT PURPOSES.
THE JOHN R. MCADAMS
COMPANY, INC.
TBPE: 19762
ROBERT JOHN DOLLAK, JR.,
P.E. #86898
DATE 3/18/2021

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 250
ROANOKE, TX 76262
Ph. 817-602-0578
Contact: MR. TROY LEWIS

C3.2

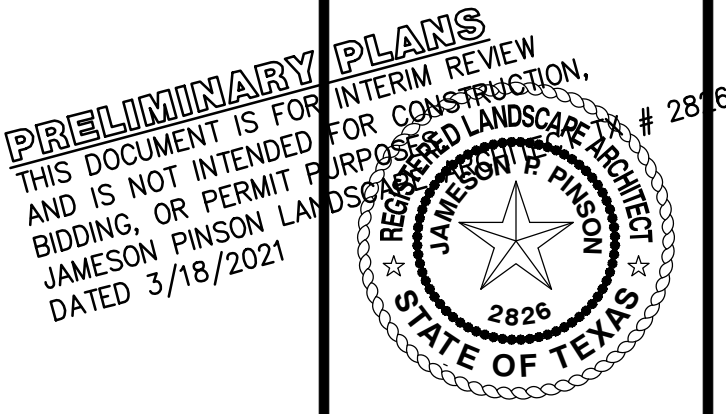


LANDSCAPE REQUIREMENT COMPLIANCE
TOWN OF FLOWER MOUND
Lakeside Crossing

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 LL	Northwood Dr. - 380 Lf.	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:
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.



OWNER/DEVELOPER
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ROANOKE, TX 76262
Ph. 817-602-0576
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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

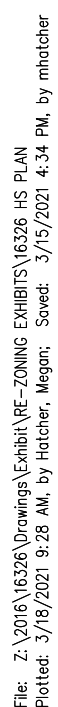
CONCEPT PHASE I
LANDSCAPE PLAN

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



LAKESIDE CROSSING

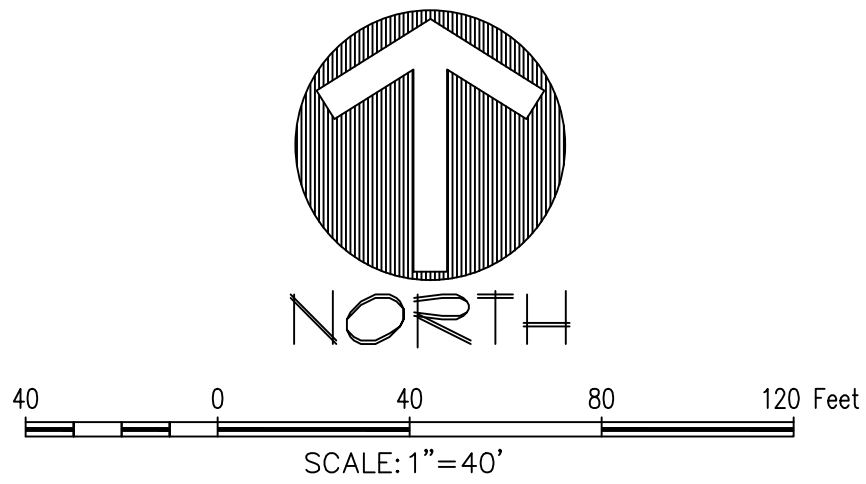
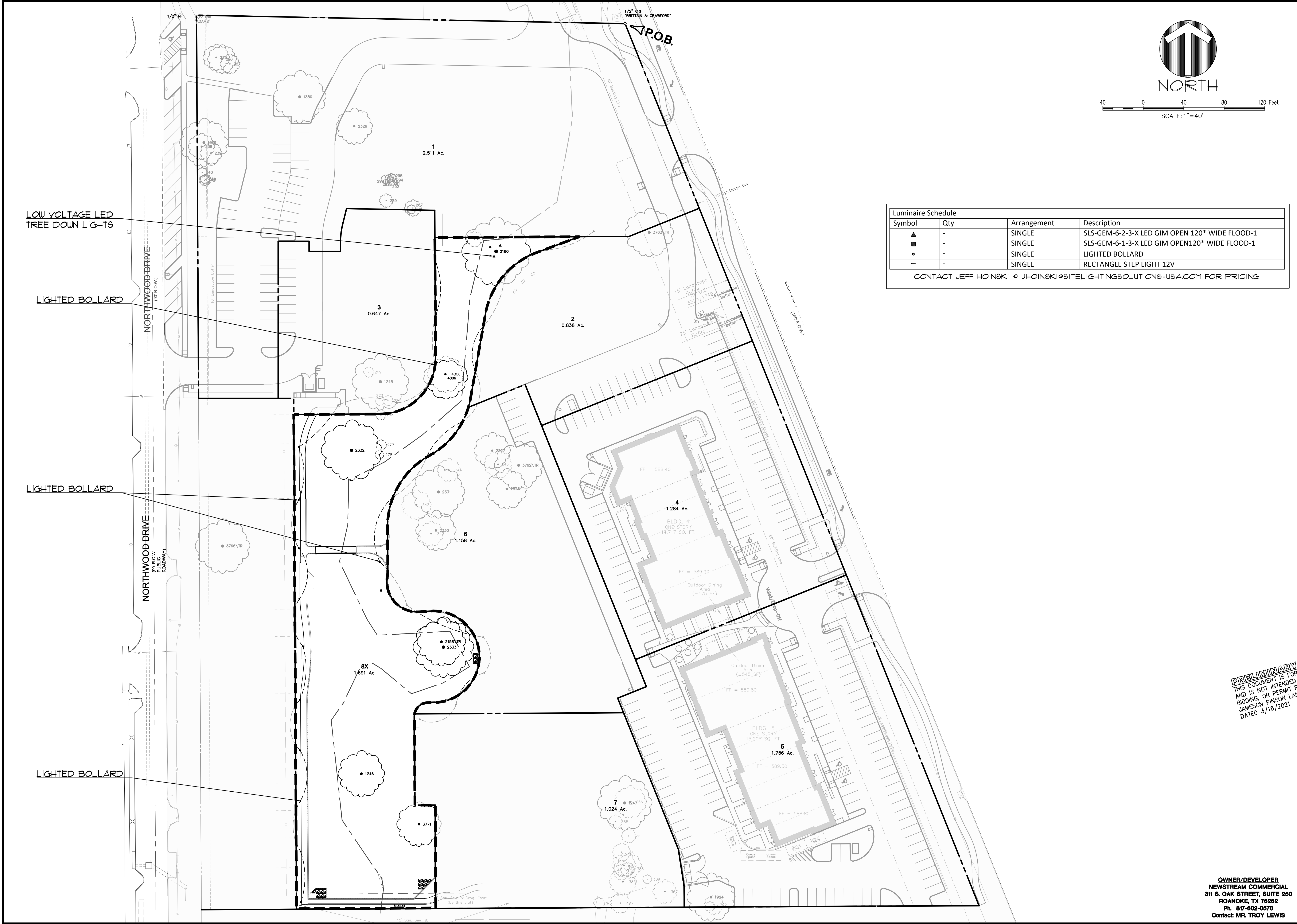
in the
 EPHILL SURVEY, ABSTRACT NO. 1252
 COURT OF COMMONS

HARDSCAPE PLAN

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
10/7/2020

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OWNER/DEVELOPER
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ROANOKE, TX 76282
Ph. 817-602-0578
Contact MR. TROY LEWIS



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			

The John R. McAdams
Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
972-365-4444
201 Custer Road
Roanoke, Texas 76262
940-240-1012
TBB# 19762 TBL#LS:10194440
www.mcadamsco.com

MCADAMS

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**

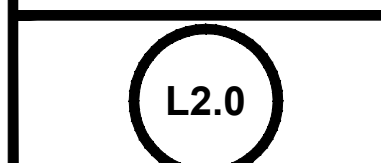
PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
AND IS NOT INTENDED FOR CONSTRUCTION,
BIDDING, OR PERMIT PURPOSES.
JAMESON PINSON LANDSCAPE ARCHITECTS
DATED 3/18/2021

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

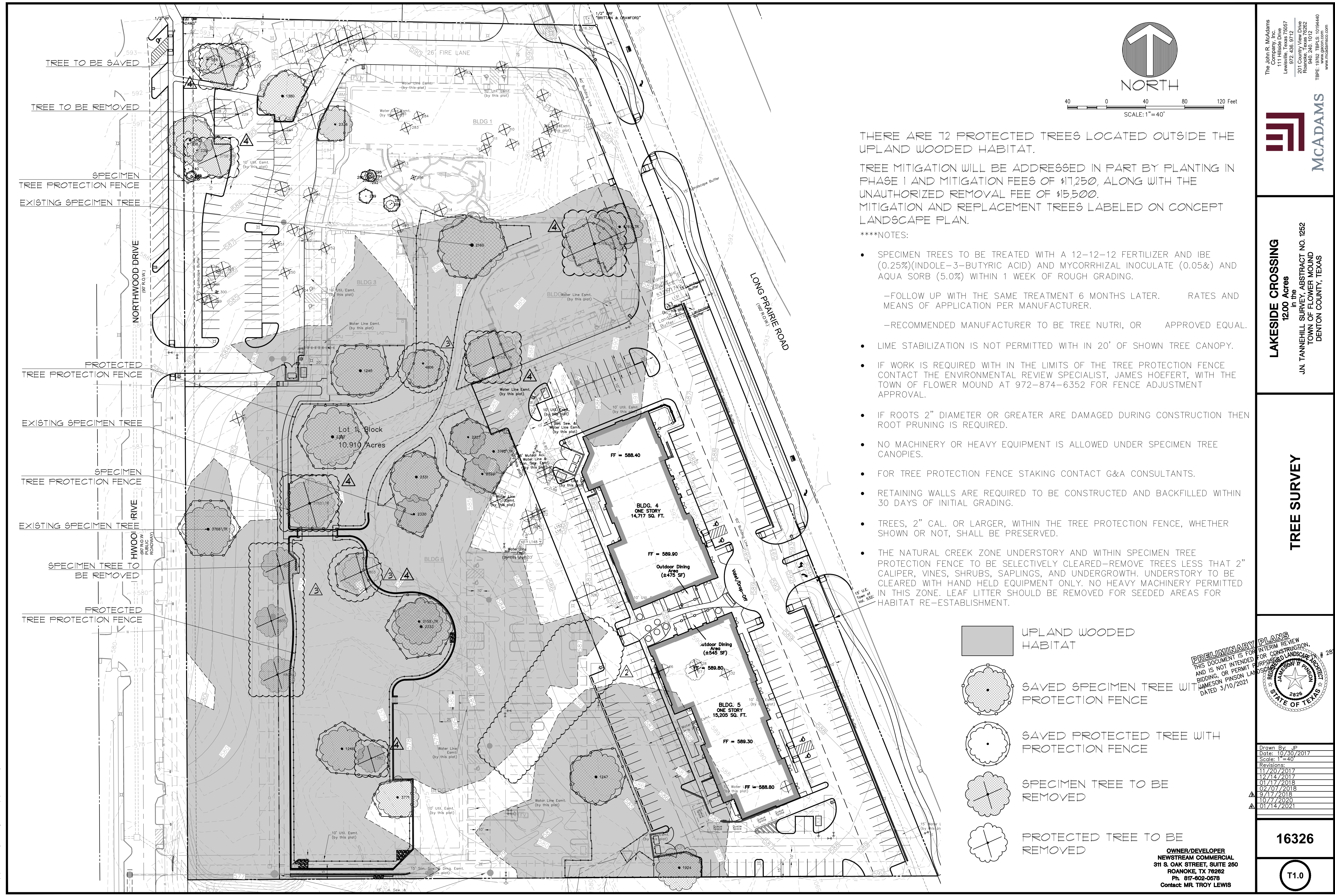
OWNER/DEVELOPER
NEWSTREAM COMMERCIAL
311 S. OAK STREET, SUITE 250
ROANOKE, TX 76262
Ph. 817-802-0678
Contact: MR. TROY LEWIS

16326

L4.0



File: Z:\2016\16326\Drawings\Exhibit\RE-ZONING EXHIBITS\16326 LS PLAN
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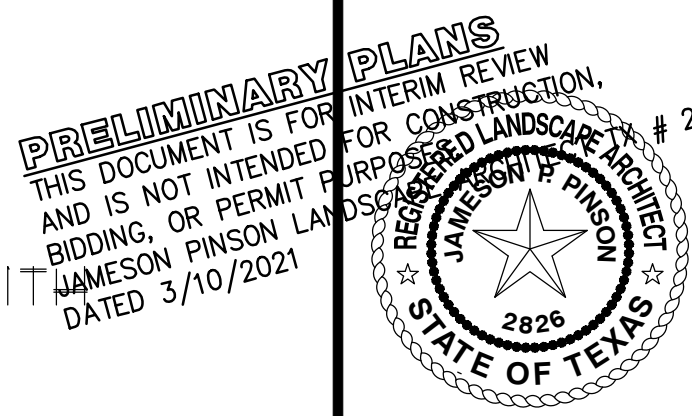


THERE ARE 12 PROTECTED TREES LOCATED OUTSIDE THE UPLAND WOODED HABITAT.

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



Drawn By: JP
Date: 10/30/2017
Scale: 1"=40'
Revisions:
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16326

T1.0

McADAMS

The John R. McAdams Company Inc.
111 Hillside Drive
Lewisville, Texas 75057
972.435.9712
201 Country View Drive
Rockwall, Texas 75087
940.240.1012
TPE: 19762 TPLS: 1019440
www.mcadamsco.com

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

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

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The John R. McAdams
Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
972.435.9712
201 Country View Drive
Rockwall, Texas 75087
940.240.1012
TBE# 19762 TBP# 10194440
www.mcadamsco.com

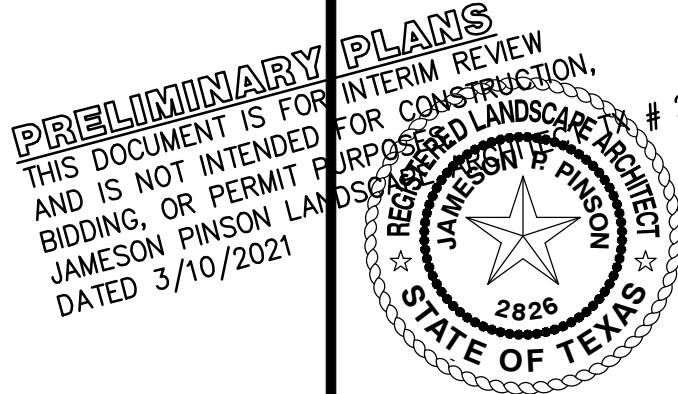


MCADAMS

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
01/17/2018
02/07/2018
01/22/2018
02/08/2018
03/21/2018
09/17/2018

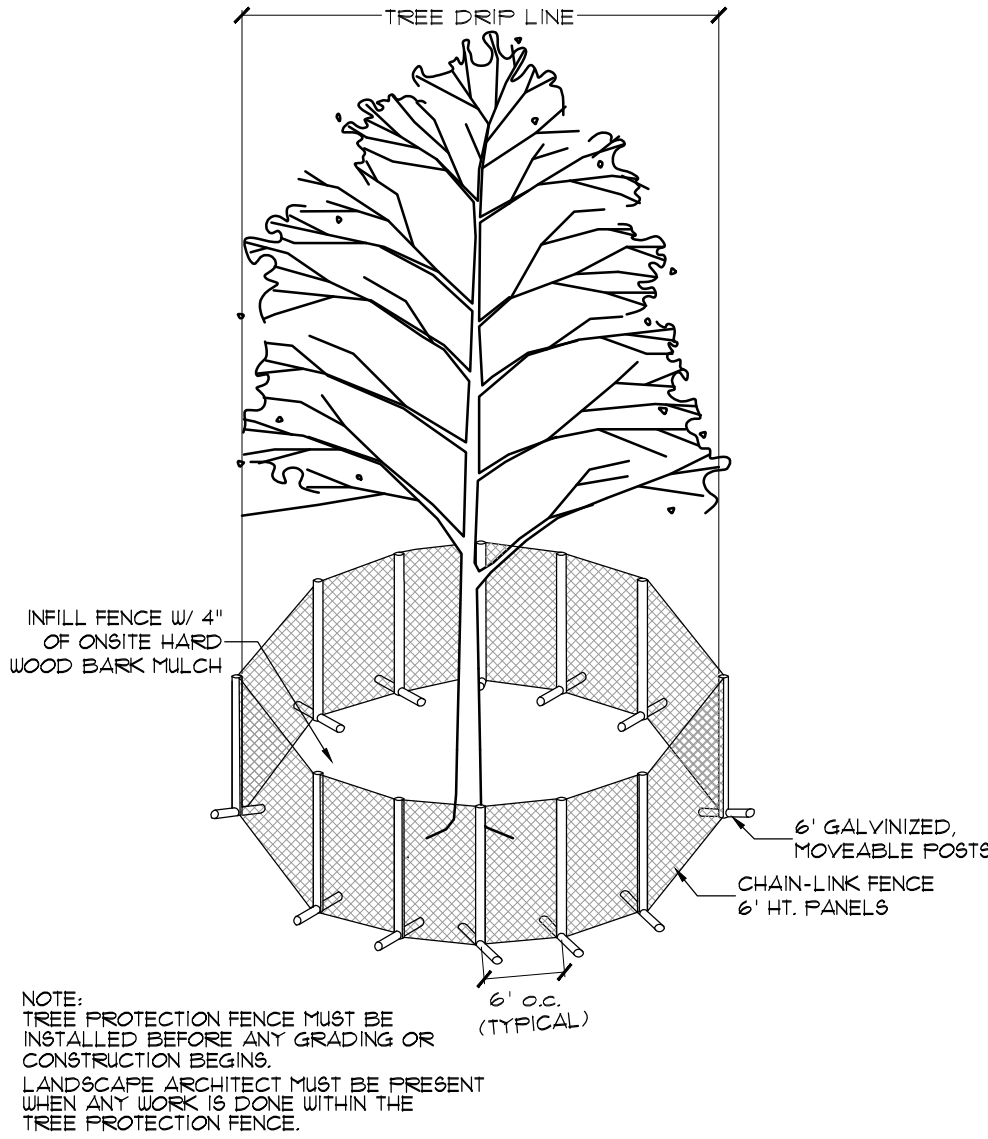
16326

T1.1

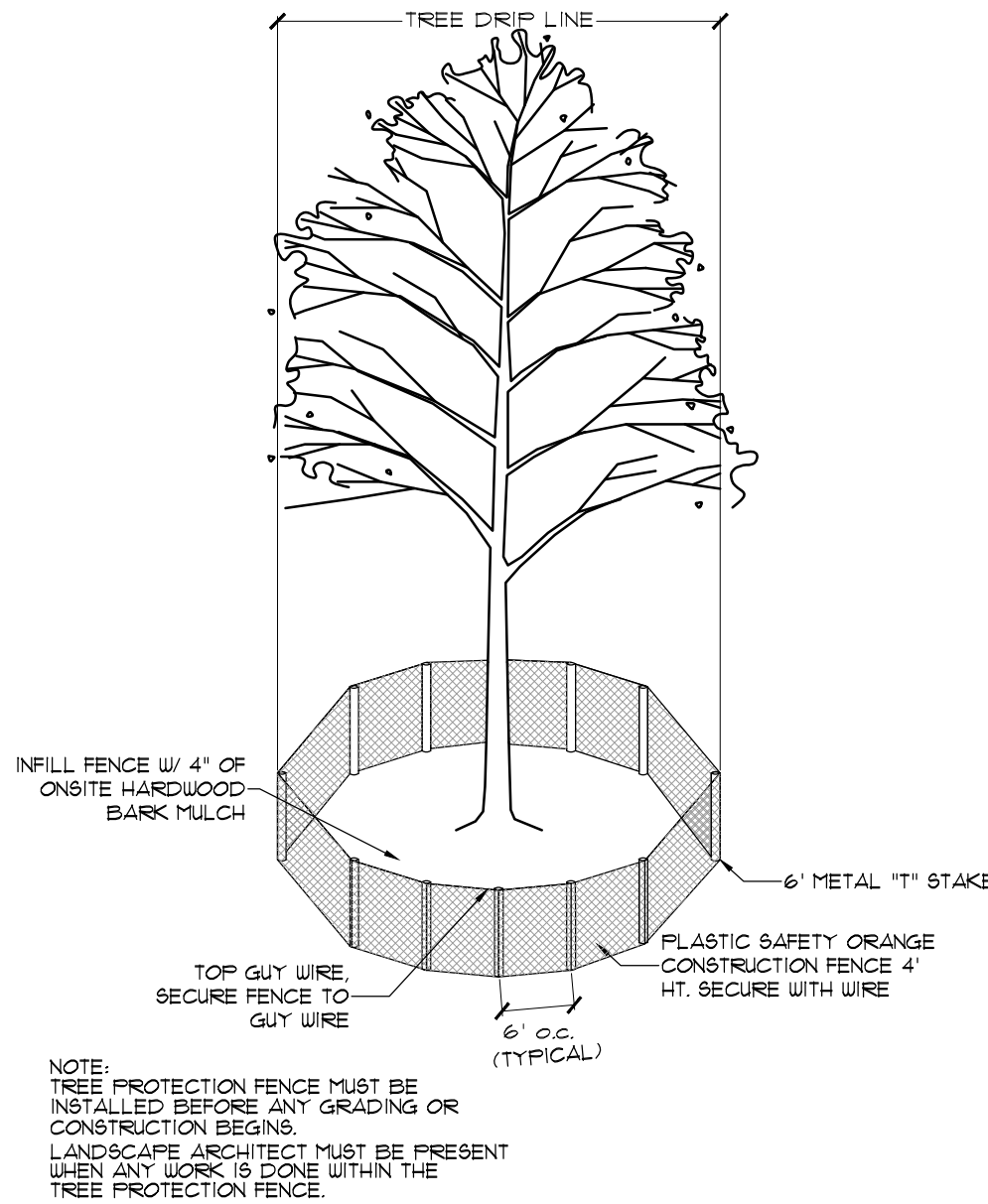
OWNER/DEVELOPER
NEWSTREAM COMMERCIAL
311 S. OAK STREET, SUITE 250
ROANOKE, TX 76262
Ph. 817-802-0578
Contact: MR. TROY LEWIS

TREE PRUNING, REMOVAL AND PROTECTION MEASURES

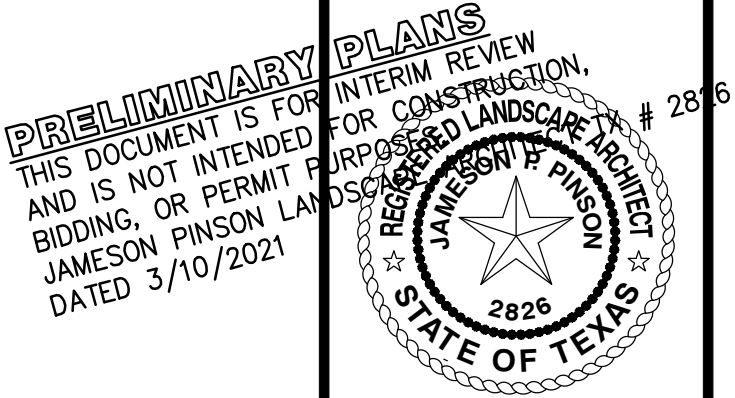
- A. QUALITY ASSURANCE
- 1) Comply with applicable Federal, state, county and local regulations governing landscape work.
 - 2) employ only experienced personnel. Provide adequate supervision by qualified foreman.
- B. JOB CONDITIONS
- 1) Coordination: Coordinate and cooperate with other contractors 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
- III. 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
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OWNER/DEVELOPER
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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

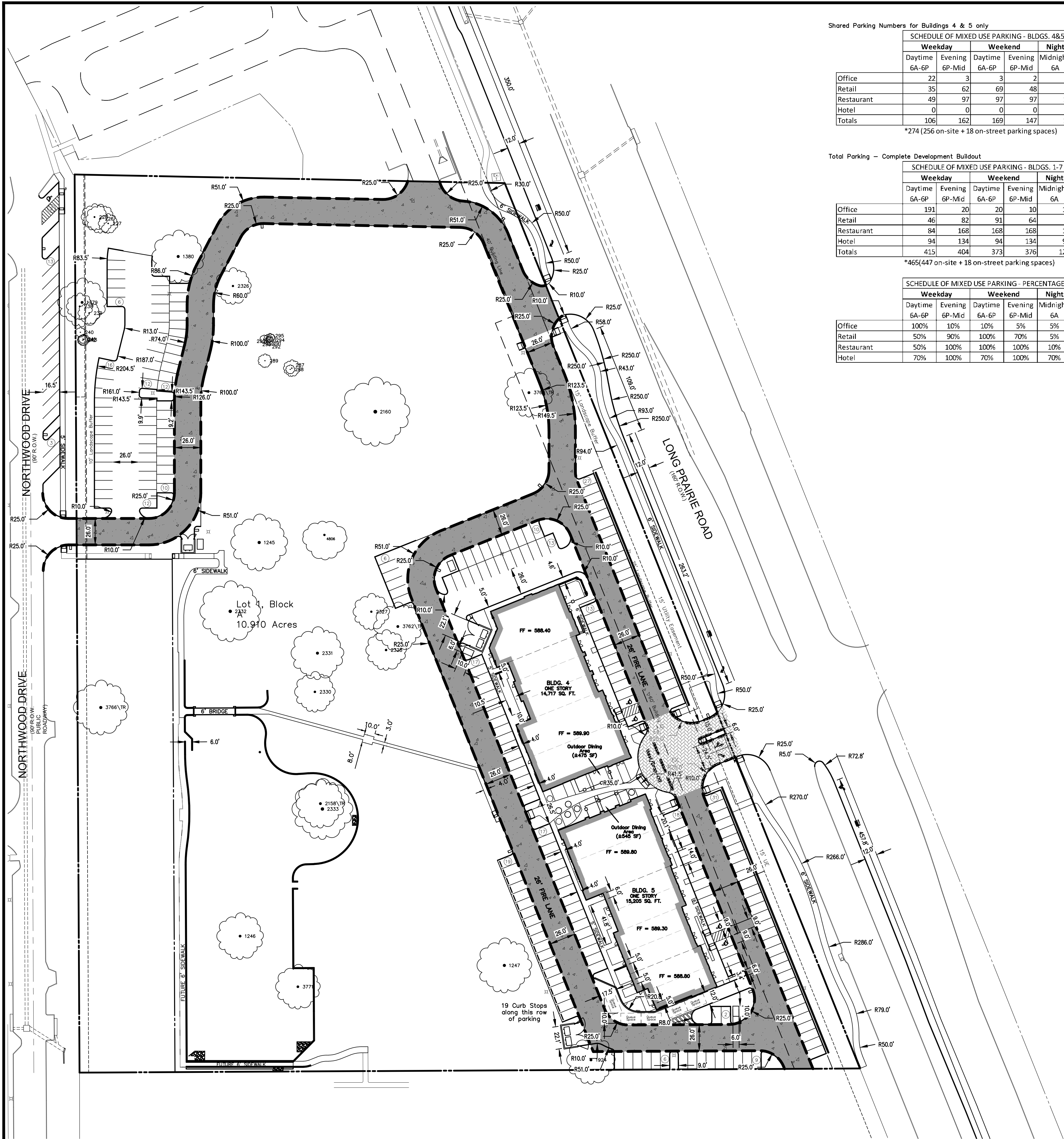
Principal





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

Fig. 2: 2016/11/29/14:59/17P & East Plan/Sheet/16326 SITE
Printed: 4/8/2021 2:47 PM, by Maria Scott. Source: 4/8/2021 2:33 PM, by marissa



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	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	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

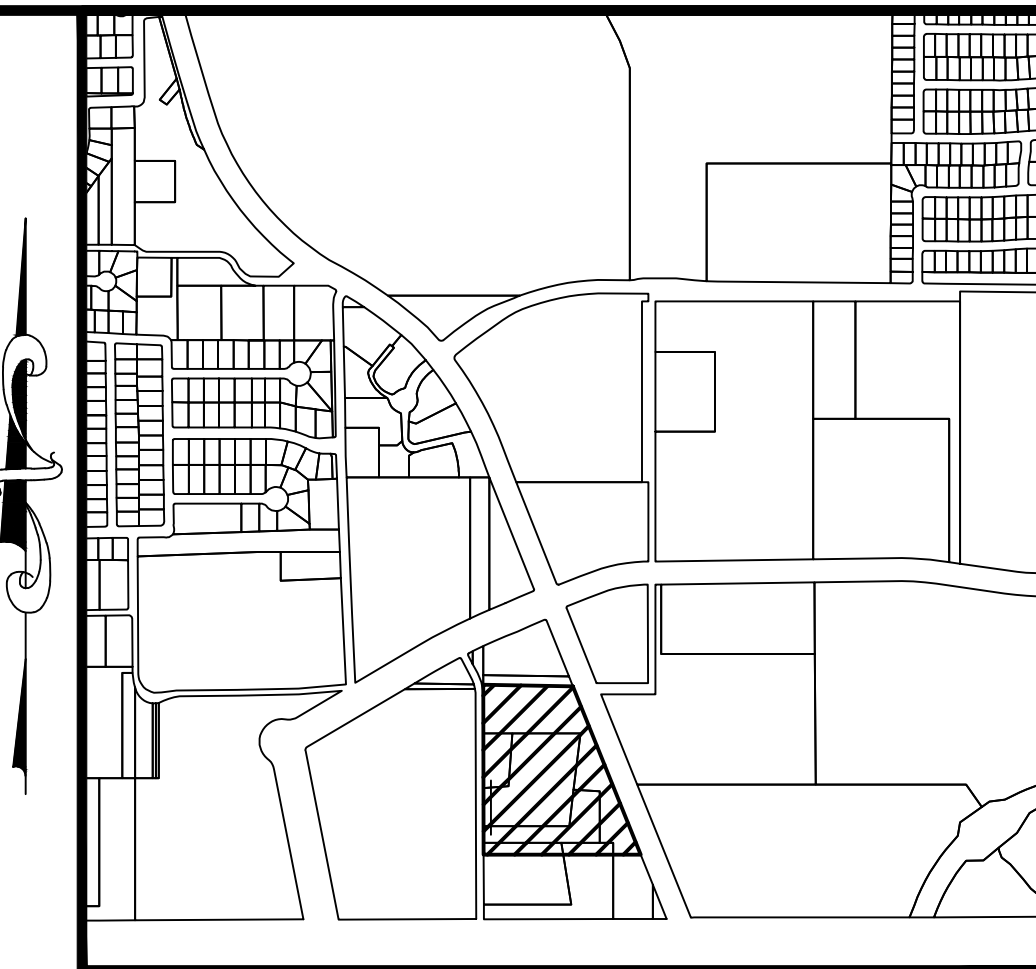
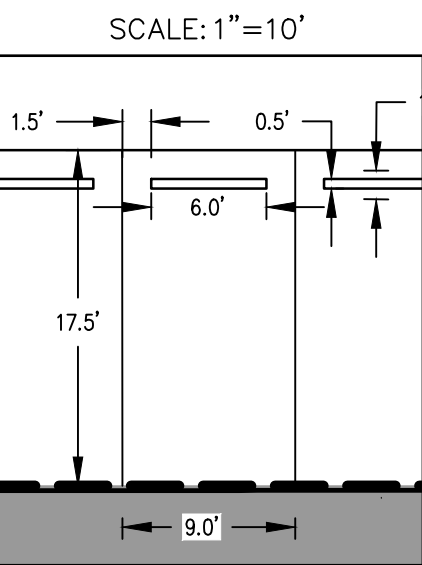
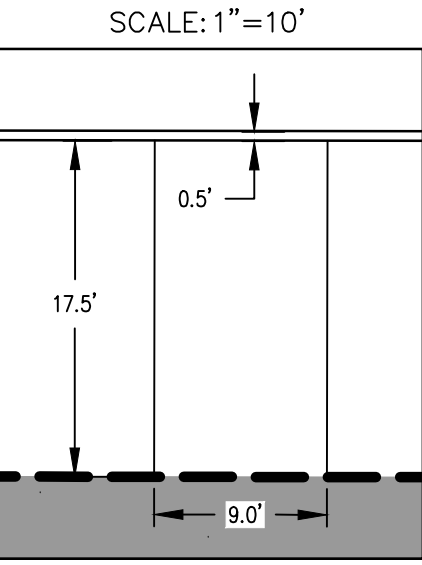
Physical Address	TBD
Gross Site Area	12,000 A; 522,720 SF
Net Site Area	12,000 A; 522,720 SF

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

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



Vicinity Map 1"=1000'

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

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.

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Lot 1-7 & 8X, Block A
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10.910 Acres
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CONCEPT SITE PLAN

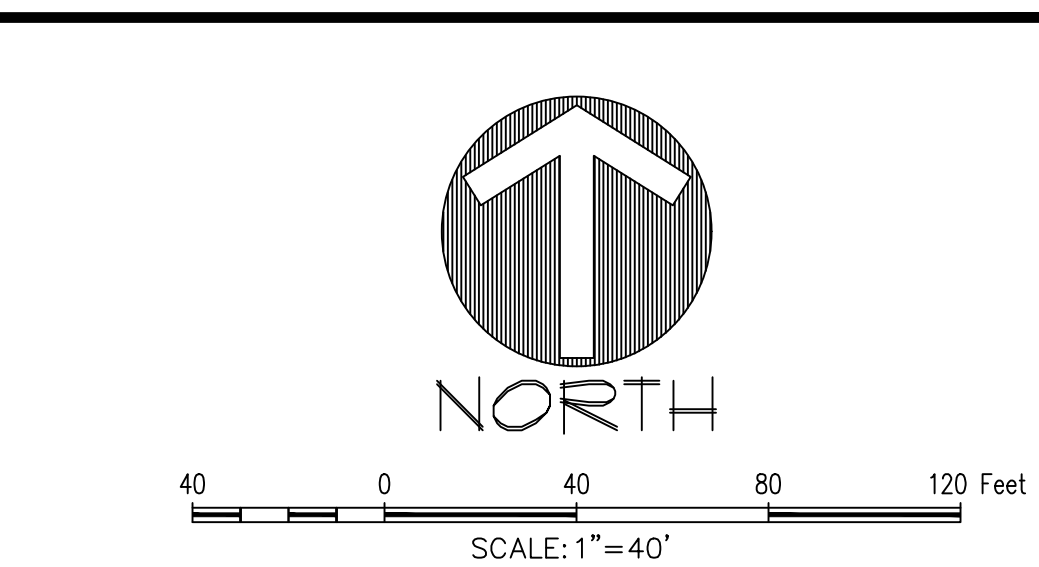
PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES. THE JOHN R. MCADAMS COMPANY, INC.
TBP#: 19762
ROBERT JOHN DOLLAK, JR., P.E. #56898
DATE 4/8/2021

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

16326

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C3.2



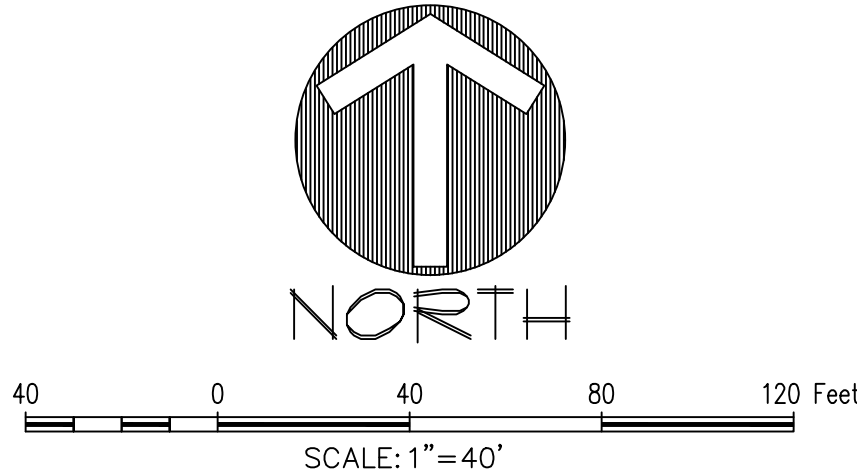
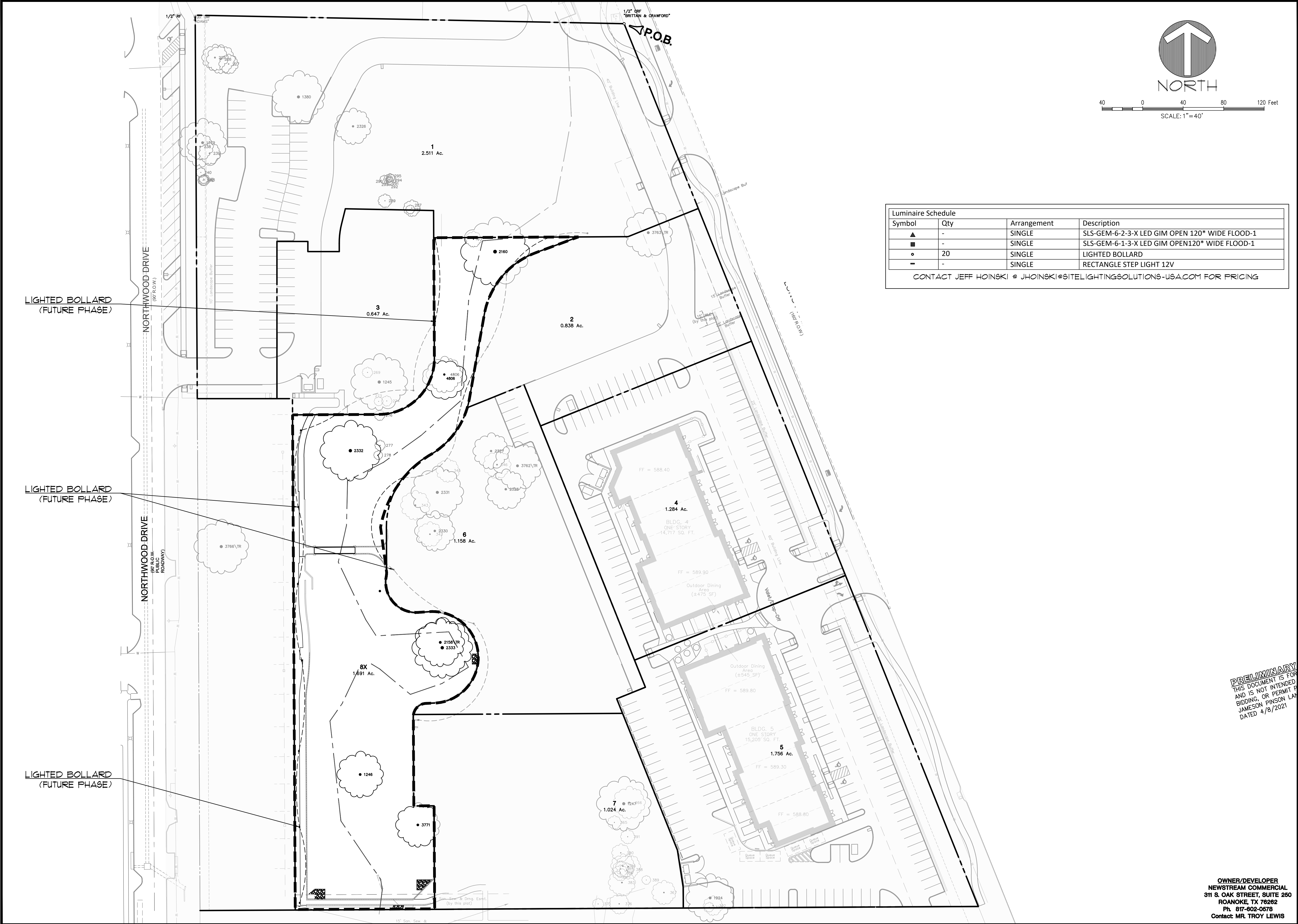
LANDSCAPE REQUIREMENT COMPLIANCE TOWN OF FLOWER MOUND Lakeside Crossing				
STREET BUFFER LANDSCAPING				
STANDARD		OVERALL REQUIRED BUFFER WIDTH	PROVIDED	
Long Prairie Road		25 ft.	15-25 ft.	
Northwood Drive		10 ft.	10 ft.	
OVERALL STREET BUFFER TREES				
STANDARD	STREET FRONTAGE (LINEAR FEET)	OVERALL 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 43 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 (3' ht.)	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:
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.
BIDDING, OR PERMIT
PURPOSES.
JAMESON PINSON LAND
REGISTERED LANDSCAPE ARCHITECT
JAMESON P. PINSON
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: MR. TROY LEWIS

McADAMS  The John R. McAdams Company, Inc. 111 Hillside Drive Lewisville, Texas 75057 972.436.9712 201 Country View Drive Roanoke, Texas 76262 840.240.1012 www.jrma.com www.mcadamsco.com	LAKESIDE CROSSING Lot 1-7, 8X, Block A LAKESIDE CROSSING 10.90 Acres in the J.N. TANNEHILL SURVEY, ABSTRACT NO. 1252 TOWN OF FLOWER MOUND DENTON COUNTY, TEXAS	CONCEPT PHASE I LANDSCAPE PLAN	PLANS INTERIM REVIEW FOR CONSTRUCTION. PROPOSED LANDSCAPE PLAN # 2816 UNSCALED JAMES R. PINSKY 2826 STATE OF TEXAS	Drawn By: MH Date: 10/30/2017 Scale: 1" = 40' Revisions: 11/20/2017 12/14/2017 01/17/2018 02/07/2018 3/17/2018 10/7/2020	16326	CLP
LAKESIDE CROSSING	LAKESIDE CROSSING	CONCEPT PHASE I LANDSCAPE PLAN	PLANS INTERIM REVIEW FOR CONSTRUCTION. PROPOSED LANDSCAPE PLAN # 2816 UNSCALED JAMES R. PINSKY 2826 STATE OF TEXAS	Drawn By: MH Date: 10/30/2017 Scale: 1" = 40' Revisions: 11/20/2017 12/14/2017 01/17/2018 02/07/2018 3/17/2018 10/7/2020	16326	CLP



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			



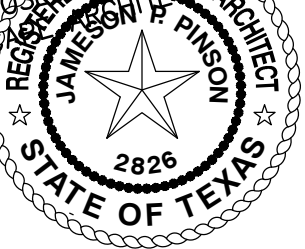
MCADAMS

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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
THIS DOCUMENT IS FOR INTERIM REVIEW
AND IS NOT INTENDED FOR CONSTRUCTION,
BIDDING, OR PERMIT PURPOSES.
JAMESON PINSON LANDSCAPE ARCHITECTS
DATED 4/8/2021



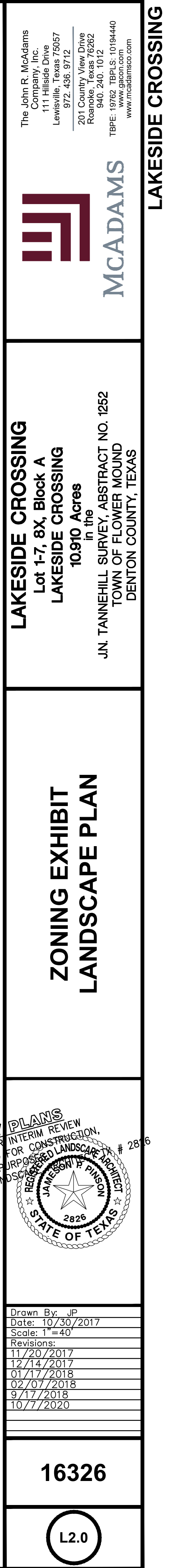
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Ph. 817-802-0678
Contact: MR. TROY LEWIS

16326

L4.0

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, CONCEPT LIGHTING PLAN FOR LOT 8X; AND MAINTENANCE 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 May 17, 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;

ORDINANCE NO. _____

Page 2

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

SECTION 1

The Land Development Regulations of the Town of Flower Mound, Texas, as amended, are hereby amended on the hereinafter described property and area as shown below:

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.

- A. Exhibit "B," entitled "Development Standards," for Planned Development District No. 153 (PD-153), as amended, is hereby amended by deleting Paragraph I.G.7 that reads as follows:

"G. OPEN SPACE REQUIREMENTS

7. Retaining walls four feet or taller shall be landscaped to relieve the visual effect of the long expanse of the clad wall."

- B. 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 and Paragraph II.F.6."

- C. 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 identified on Exhibit A - Concept Phasing Plan and Exhibit B - Concept Phase 1 Site Plan.
 - b. Lot 8x shall be cleared of all debris/trash, tree protection fencing and erosion control fencing, dead trees, felled trees, and stumps. Undergrowth shall be removed and trees less than three-inches (measured four and half feet from the

ground) may be removed. All remaining trees shall be limbed-up up to eight feet in height measured from the base of the tree.

- c. Silt deposited throughout the construction process within Lot 8x shall be removed by hand to restore the natural creek bed.
 - d. A ten-foot minimum buffer shall be maintained around the inner perimeter of Lot 8x, any retaining walls within Lot 8x, any pedestrian bridges within Lot 8x, and any sidewalks bordering Lot 8x, as identified on Exhibit F – Maintenance Plan for Lot 8x, and shall be cleared of underbrush and maintained beneath a height of one-foot.
 - e. The detention pond area located along the southern portion of Lot 8x defined on three sides by retaining walls and the north side by the tree canopy and as indicated on Exhibit F – Maintenance Plan for Lot 8x shall be cleared of underbrush and maintained beneath a height of one-foot.
 - f. Disturbed areas within Lot 8x shall be re-established with native riparian seed mix approved by the Town.
 - g. 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.
 - h. Phase 1 fire lanes as indicated on Exhibit A - Concept Phasing Plan and Exhibit B - Concept Phase 1 Site Plan.
 - i. Median cuts, curb cuts, turn lanes, and site utilities necessary for Phase 1 development.
 - j. Perimeter landscaping along FM 2499 and Northwood Drive as indicated on Exhibit C - Concept Phase 1 Landscape Plan.
 - k. Re-vegetation and irrigation of disturbed areas located within Future Phases.
 - l. There shall be eleven (11) replacement trees and one (1) mitigation tree planted prior to acceptance of Phase 1 development. Remaining balance for mitigation trees and for the unauthorized removal of specimen tree #3765 shall be paid prior to acceptance of Phase 1.
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 within the future phase until all of the improvements listed above for that specific lot are completed.
4. Any area within Lot 8x, Block A, disturbed/impacted due to construction activity shall be re-established with native riparian plant material approved by the Town 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.
All detention facilities must be designed to drain within 36 hours of rain fall event. No areas of standing water shall be permitted at any time after beyond 72 hours after a rain fall event.
6. Long term maintenance: Long term maintenance of Lot 8x shall include the following:
 - a. Bi-annual maintenance (late spring and early fall) of Lot 8x shall include clearing of all debris/trash, undergrowth cut down to a 12-inch height and removed, and dead trees and stumps removed. Trees less than three-inches may be removed. All remaining trees shall be limbed-up up to eight feet in height measured from the base of the tree.
 - b. A ten-foot minimum buffer shall be maintained around the inner perimeter of Lot 8x, any retaining walls within Lot 8x, any

ORDINANCE NO. _____

Page 5

- pedestrian bridges within Lot 8x, and any sidewalks bordering Lot 8x, as identified on Exhibit F – Maintenance Plan for Lot 8x, and shall be cleared of underbrush and maintained beneath a height of one-foot at all times.
- c. The detention pond area, located along the southern portion of Lot 8x defined on 3 sides by retaining walls and the north side by the tree canopy and as identified on Exhibit F – Maintenance Plan, shall be cleared of underbrush and maintained beneath a height of one-foot at all times.
 - d. The outfall of the pond shall be kept clear of silt, debris, and vegetative growth at all times.
 - e. No areas of standing water shall be permitted within Lot 8x beyond 72 hours after a rain-fall event.”
- 7. Ordinance No. 25-17, is hereby amended to add a Concept Phasing Plan attached hereto as Exhibit “A” and incorporated herein.
 - 8. Ordinance No. 25-17, is hereby amended to add a Concept Phase 1 Site Plan attached hereto as Exhibit “B” and incorporated herein.
 - 9. Ordinance No. 25-17, is hereby amended to add a Concept Phase 1 Landscape Plan attached hereto as Exhibit “C” and incorporated herein.
 - 10. Ordinance No. 25-17, is hereby amended to add a Concept Hardscape Plan for Lot 8x attached hereto as Exhibit “D” and incorporated herein.
 - 11. Ordinance No. 25-17, is hereby amended to add a Concept Lighting Plan for Lot 8x attached hereto as Exhibit “E” and incorporated herein.
 - 12. Ordinance No. 25-17, is hereby amended to add Maintenance Plan for Lot 8x attached hereto as Exhibit “F” 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

ORDINANCE NO. _____**Page 6**

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.

ORDINANCE NO. _____

Page 7

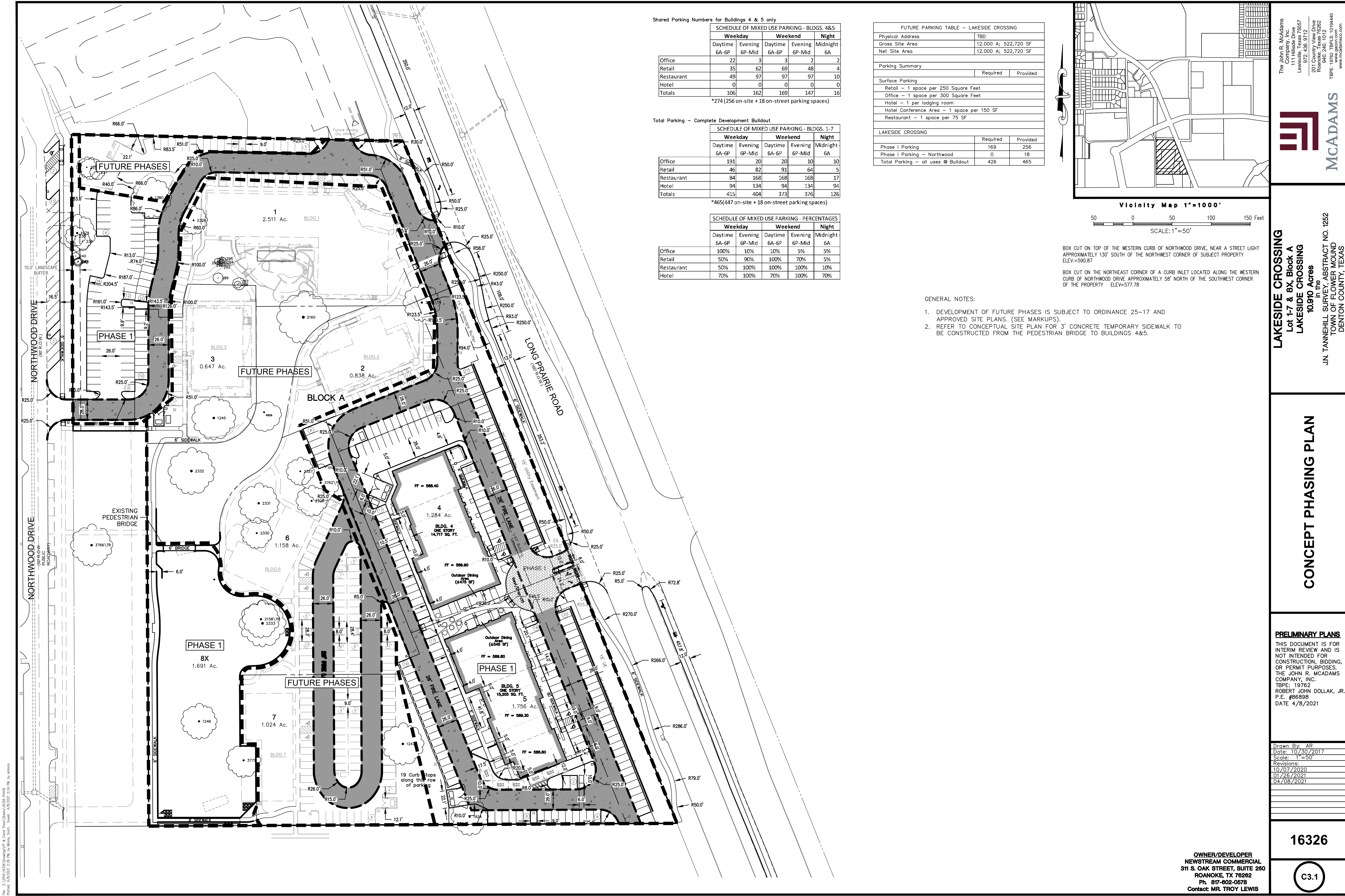
**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 17TH DAY
OF MAY, 2021.**

APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



LAKESIDE CROSSING

Lot 1-7 & 8X, Block A

LAKESIDE CROSSING

10.910 Acres

J.N. TANNER 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. 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
04/08/2021

16326

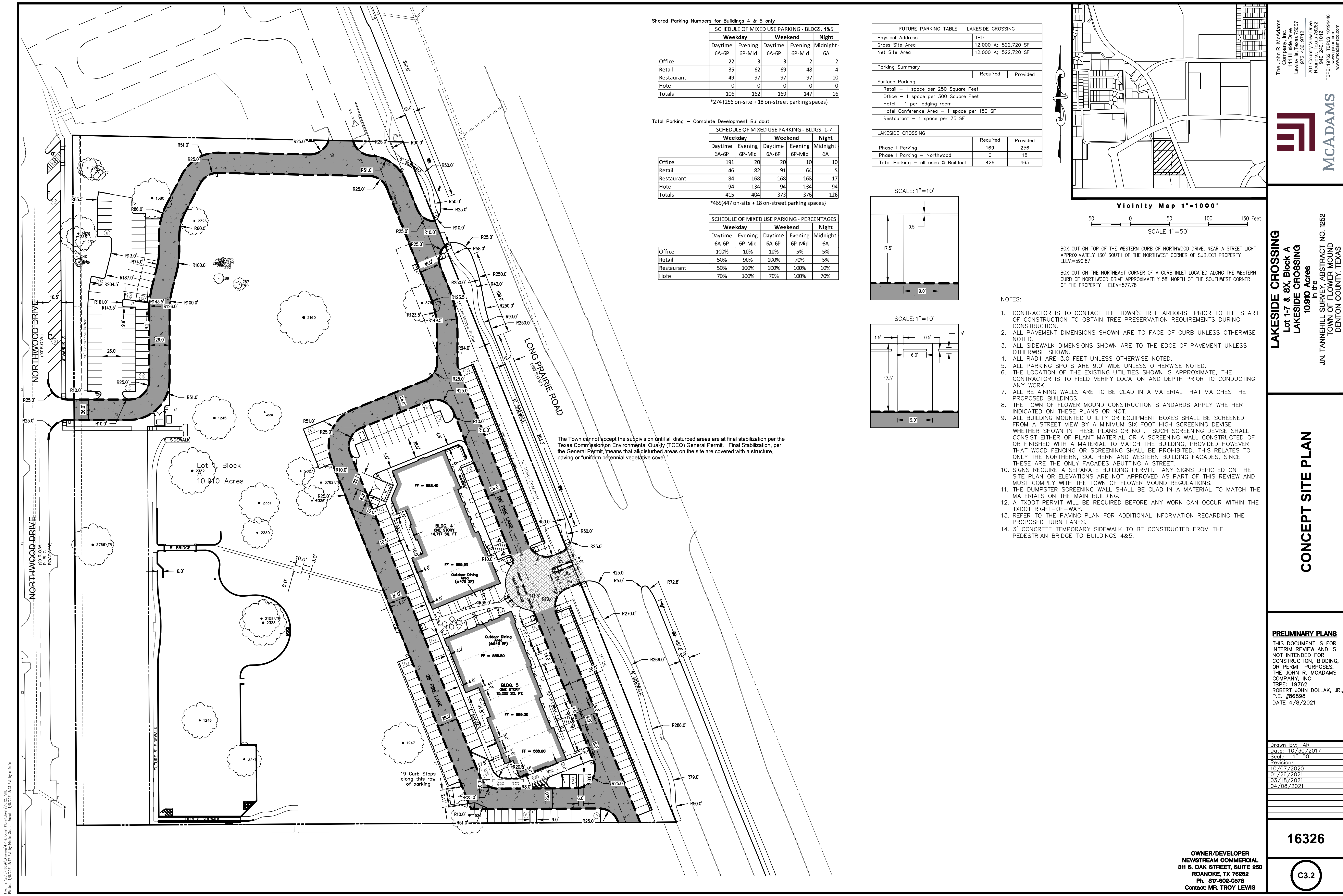
OWNER/DEVELOPER
NEWSTREAM COMMERCIAL
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ROANOKE, TX 76262
Ph. 817-602-0678
Contact MR. TROY LEWIS

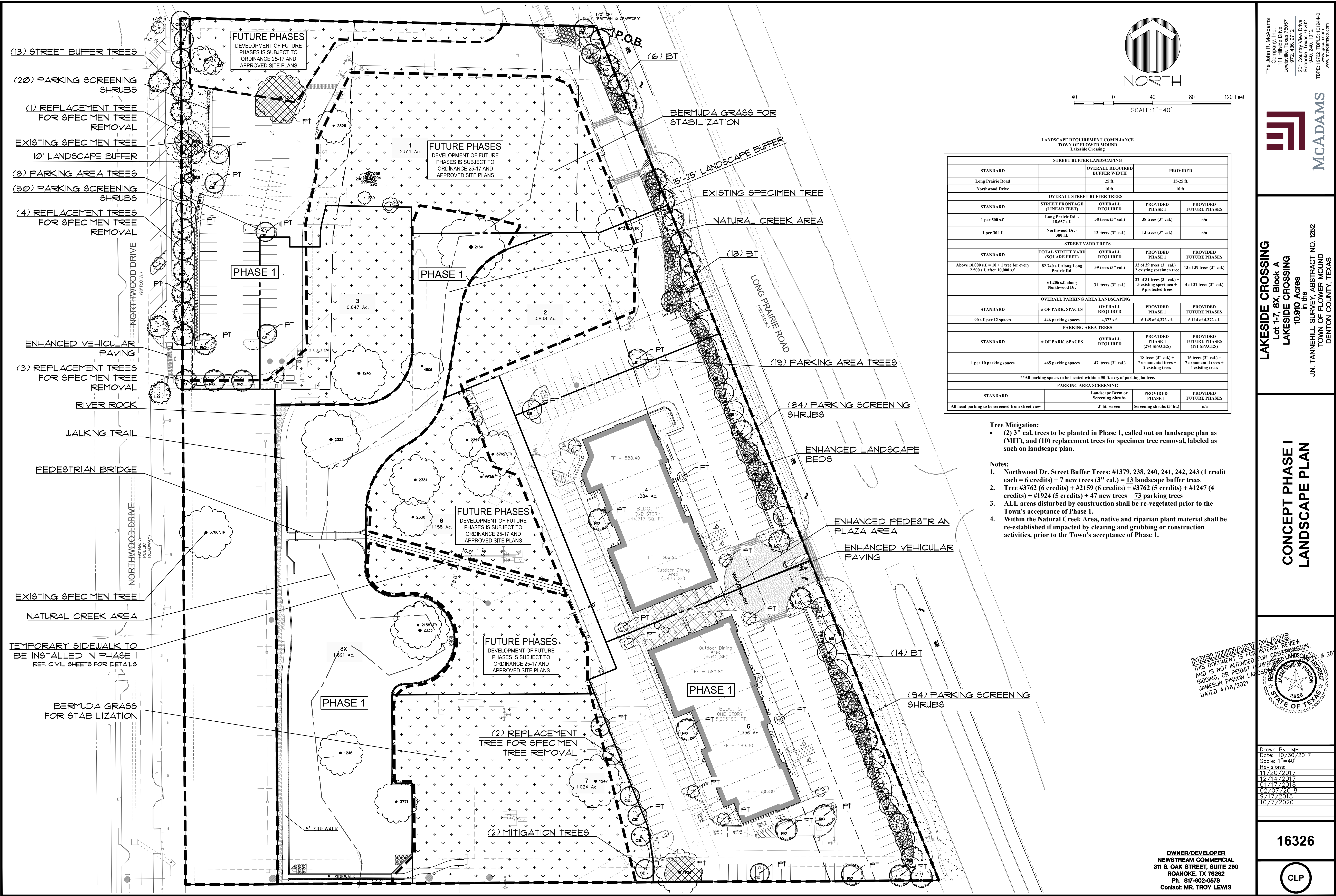
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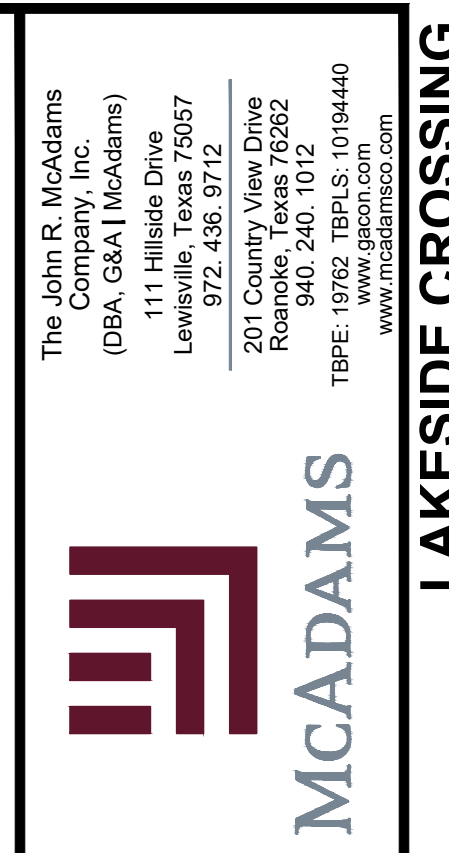
LAKESIDE CROSSING



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201 Country View Drive
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TPBE: 19762 TPPLS: 10194440
www.mcadamsco.com







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

**ZONING EXHIBIT
HARDSCAPE PLAN**

PRELIMINARY PLANS
THIS DOCUMENT IS FOR
AND IS NOT INTENDED
BIDDING, OR PERMIT
JAMESON PINSON LAND
DATED 4/16/2021

INTERIM REVIEW
FOR CONSTRUCTION,
PURPOSED LANDSCAPE ARCHITECTURE
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STATE OF TEXAS

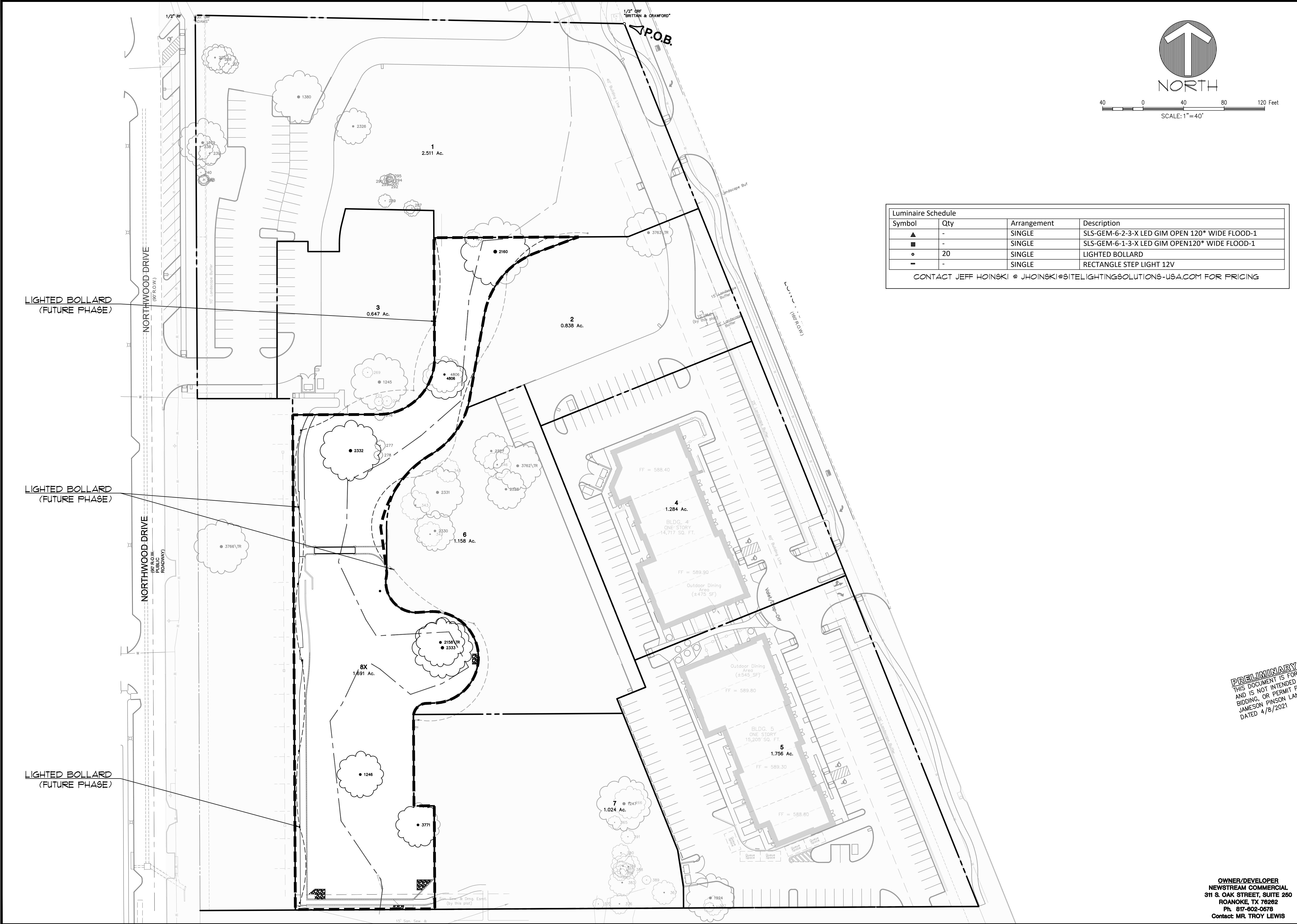
2826

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Contact: MR. TROY LEWIS**

16326

L1.0



Luminaire Schedule			
Symbol	Qty	Arrangement	Description
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■	-	SINGLE	SLS-GEM-6-1-3-X LED GIM OPEN120* WIDE FLOOD-1
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LAKESIDE CROSSING

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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BIDDING, OR PERMIT
JAMESON PINSON LANDSCAPE ARCHITECTS
DATED 4/8/2021



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

L4.0

OWNER/DEVELOPER
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ROANOKE, TX 76262
Ph. 817-802-0678
Contact: MR. TROY LEWIS



TOWN COUNCIL AGENDA ITEM NO. 12 REGULAR ITEM

DATE: May 17, 2021

FROM: Poornima Kashyap, Principal Planner

ITEM: Consider a request for a Site Plan (SP20-0022 – Argyle ISD Elementary School) to develop an elementary school, with a request for a deviation to computing parking and loading requirements pursuant to Section 82-73 of the Code of Ordinances, an exception to Section 82-302, Compatibility buffer, of the Code of Ordinances, and an exception to Section IV.C.5. of the Town's Engineering Design Criteria requirement to provide a wet retention pond. The property is generally located east of Denton Creek Boulevard and south of Prairie Ridge Road. *(The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its May 10, 2021 meeting.)*



SUMMARY DATA:

- Size – 16.152 acres
- Proposed Building(s): 104,797 sf
- Building Height: 34'2"
- SMARTGrowth – Institutional uses are exempt
- Exceptions
 1. Parking – Allow parking in excess of the allowable 20% deviation in order to accommodate non-employee parking throughout the day and for other district and campus related events.
 2. Dry Detention Pond – Allow dry detention pond due to safety concerns relating to having a body of water so close to elementary school.
 3. Compatibility Buffer – Request to not construct six-foot masonry wall adjacent to residential subdivision along southern and eastern property lines in order to keep the campus accessible to public.
- Incentives – N/A

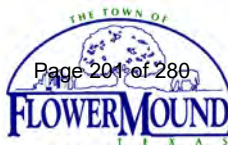
BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report

LEGAL REVIEW: N/A

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



PLANNING AND ZONING COMMISSION

AGENDA ITEM NO: 4

REGULAR ITEM

DATE: May 10, 2021

FROM: Poornima Kashyap, Principal Planner

ITEM: Consider a request for a Site Plan (SP20-0022 – Argyle ISD Elementary School) to develop an elementary school, with a request for a deviation to computing parking and loading requirements pursuant to Section 82-73 of the Code of Ordinances, an exception to Section 82-302, Compatibility buffer, of the Code of Ordinances, and an exception to Section IV.C.5. of the Town's Engineering Design Criteria requirement to provide a wet retention pond. The property is generally located east of Denton Creek Boulevard and south of Prairie Ridge Road.

I. ITEM SUMMARY

This application has been reviewed by DRC and determined to be ready for consideration by the Planning and Zoning Commission. There are exception requests to the Town's regulations which necessitate special consideration by the Commission (see Analysis below).

The project has a companion application, Record Plat (RC20-0012), for consideration on the same agenda.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of this request is to obtain site plan approval to develop a two-story, approximately 104,797 square-foot elementary school for the Argyle Independent School District (AISD). The property is located within Planned Development District-98 (PD-98) for Canyon Falls with Single Family District-10 (SF-10) uses, which allows the proposed use by right. The subject property is currently vacant and the net site acreage is approximately 16.099 acres.

The elementary school is planned to include 58 classrooms and a gymnasium with a total capacity of 171 seats. As a part of the site plan application, the applicant is requesting certain exceptions:

A. Deviation to computing parking and loading requirements:

Section 82-73 of the Town's Code of Ordinances provides for alternative off-street parking requirements that reduce or exceed required parking by greater than 20 percent:

Deviation of required spaces. The amount of parking can be reduced or increased by 20 percent. Deviations in excess of 20 percent must be accompanied by a parking study and approved by the town council. Any approved parking in excess of 20 percent must be mitigated. Mitigation can be achieved by the use of pervious paving, increased landscaping, increased stormwater treatment, or other method to reduce the impact of the increased parking.

The parking for an elementary school is calculated as one space per classroom plus one space per three seats in the gym. Based on this requirement, the school would require 115 parking spaces and would be allowed to have up to 138 spaces with the allowable 20 percent deviation. The applicant is proposing to install 188 parking spaces, which accounts to 50 spaces over the 20 percent allowable deviation. The applicant has indicated the need for additional spaces is to accommodate non-employee spaces needed throughout the day for other campus activities such as leadership meetings with district staff, grade-level programs, and special curriculum nights. Per the applicant's letter, the additional parking will reduce on-street parking within adjacent neighborhoods. To offset the additional pervious surface, the applicant is proposing to plant six additional trees on the site, which is based on a standard of providing at least one tree per 10 parking spaces over the maximum allowed.

B. Exception to Section 82-302 Compatibility Buffer

The residential compatibility standards apply when a non-residential development is proposed adjacent to an existing residential use or zoning, or property designated for residential use on the comprehensive master plan.

For schools, the landscape setback shall consist of a minimum 25-foot landscape buffer, with native shade trees, a minimum three-inch caliper and of species included in section 94-66 of this Code, approved tree lists, provided at a ratio of one tree per 800 square feet of buffer area. A school constructed adjacent to an existing residential neighborhood shall comply with the requirements of subsection (1) of this section, requiring the construction of a brick wall or masonry wall with stucco or mortar wash finish.

The proposed development has residential adjacency along the southern and eastern property lines. There are seven existing homes within Canyon Falls, Village 10A located along the southern property line that have wooden fences that were installed at the time these houses were constructed. There are eight lots along the eastern property line within Canyon Falls, Village 10B for which the Town has received six single family dwelling permits. The applicant is requesting a waiver to the masonry wall requirements along residential adjacency. The applicant has provided a detailed letter explaining the reasons for requesting this exception (Attachment A(3)), which include a desire for the campus to be publicly accessible.

C. Dry Detention Pond

Section IV.C.5. of the Town's Engineering Design Criteria requires the construction of a wet retention pond for the proposed development. The applicant is requesting to provide a dry detention pond, due to safety concerns relating to having a body of water so close to an elementary school.

The parent pick-up/drop off loop will enter and exit from two drive connections to Denton Creek Boulevard. The bus traffic will enter and exit from Prairie Ridge Road to the north side of the site. There are no vehicular driveways provided from residential streets. A queue analysis has been provided by the applicant, and based on the conclusion, the amount of on-site queuing provided meets the amount of on-site queuing recommended by Texas A&M Transportation Institute (TTI) report. In order to accommodate any possible stacking during the school release time, a deceleration right turn lane has been provided along Denton Creek Boulevard.

The proposed building elevations comply with the design standards in the Town's Urban Design Plan. Primary building materials include brick and stone with wood panels and metal being utilized as secondary materials. The landscape plan depicts the required compatibility buffer, landscape buffer, streetyard buffer, and parking lot trees. The landscape plan and building elevations comply with applicable town standards.

III. CORRESPONDENCE

The Town Code requires written notification mailed to all adjacent property owners and adjacent homeowners' associations for compatibility buffer exception requests. SP20-0022 had a total of 19 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.

IV. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent
3. Exception Request Letter
4. Queueing Analysis Memo

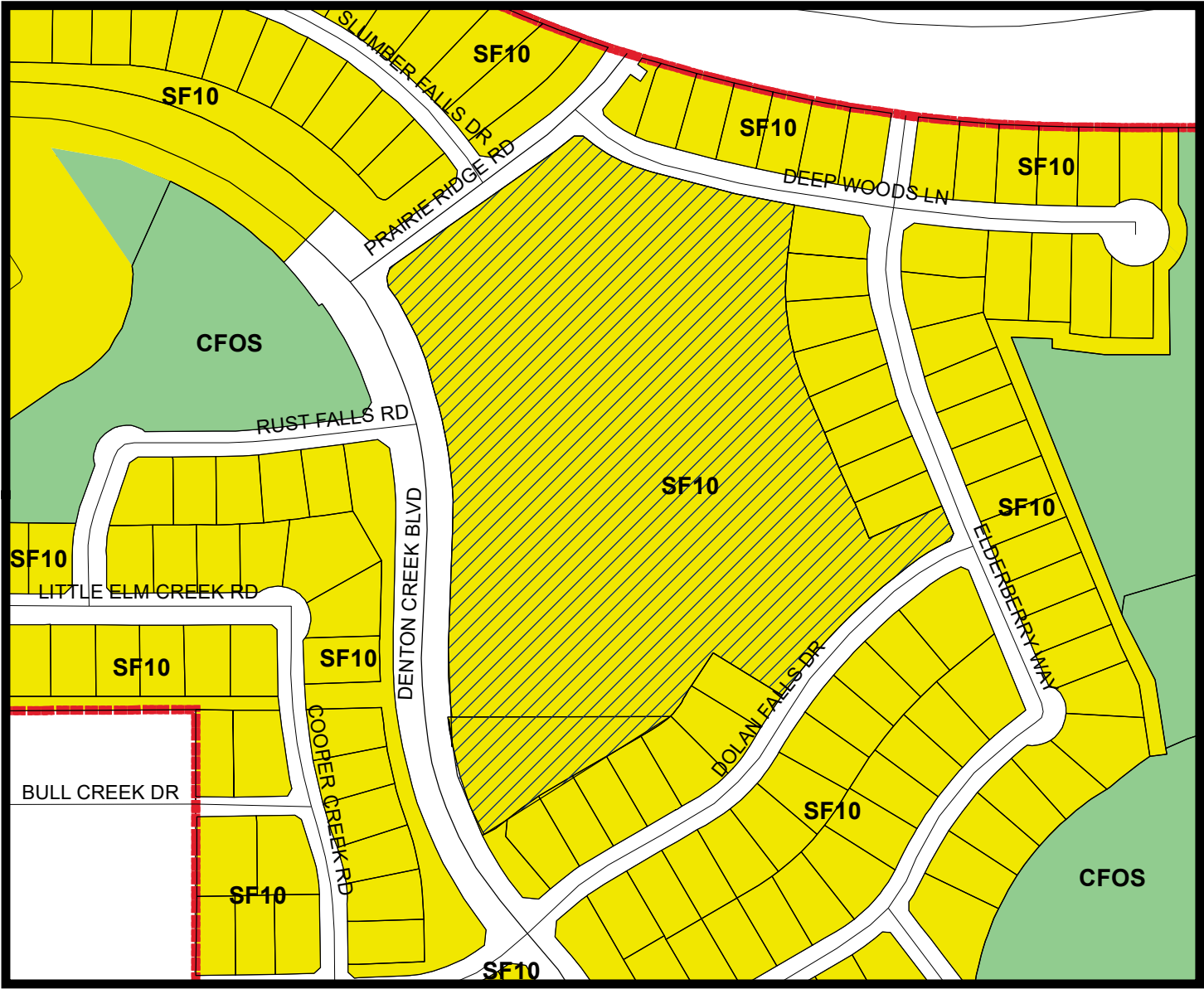
B. Application Details

1. Site Plan Package



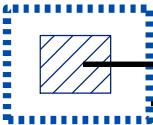
Vicinity Map

Reference Project: SP20-0022



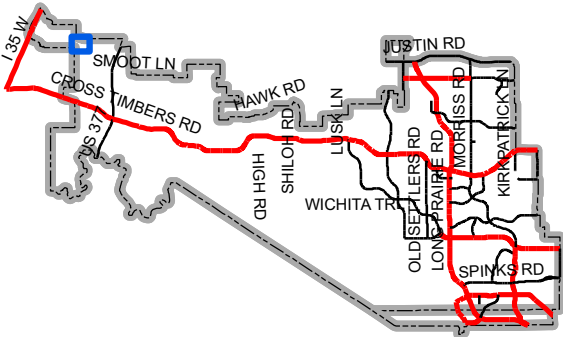
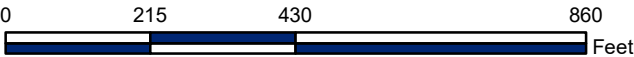
LEGEND

- Canyon Falls Open Space
- Single Family 10



Subject Property

200 ft Notification Buffer around Property



Map Location



April 30, 2021

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

RE: Argyle Elementary School #3, Denton Creek Blvd.
LETTER OF INTENT – Site Plan, Plat

To Staff,

On behalf of our client, Argyle Independent School District, please accept this Letter of Intent as an explanation of the proposed Argyle Elementary School #3.

The project includes the construction of a new elementary school building with a footprint of 71,149 sf and a total building square footage 104,797 sf. The new school will be on one (1) 16.15 Ac lot located at the southeast corner of Denton Creek Blvd. and Prairie Ridge Road and within the Canyon Falls development. The easements for site water lines, drainage and detention, fire lane, electric and a reuse water line will be dedicated. While no offsite easements are needed, there will be additional ROW for a proposed right turn lane along Denton Creek Pkwy. dedicated with this project.

The site will include two parking lots with a total of 188 stalls as well as drives to separate parent and bus traffic to the site. The bus traffic will enter and exit the site from drive connection to Prairie Ridge Rd. on the north side of the site. The parent drop-off/pickup loop will enter and exit the site from two drive connections to Denton Creek Blvd. on the west side of the site. The project will include an 8' multi-use trail along Denton Creek Blvd. and Prairie Ridge Rd. while connecting to existing multi-use trails on the site.

In addition, three variances are being requested for this project as detailed below:

1. A detention pond will be constructed at the northwest corner of the site that will outfall to the existing culvert under Denton Creek Blvd. The variance is the request the construction of a dry detention pond in lieu of a wet detention pond. Attached to this Letter of Intent is a Detention Pond Variance Letter providing more detail to the request.
2. The site is planned to have a total of 188 parking stalls, which is 50 stalls above the allowable 138 stalls. The variance is to request the construction of 50 additional stalls on the site. Attached to this Letter of Intent is a Parking Study/Variance Letter providing more detail to the request.

3. We are requesting a variance to Sec. 82.302 Compatibility Buffer subsection (1). Per the ordinance, the existing developed lots to the east and south of the school would require a masonry screen wall. The variance is to request not installing the screen wall along the residential properties. Attached to this Letter of Intent is a Screen Wall Variance Letter providing more detail to the request.

Please contact us if you have any questions or need any additional information.

Thanks,

A handwritten signature in black ink, appearing to read "Rob Morse".

Rob Morse, PE
RLK Engineering, Inc



March 31, 2021

Poornima Kashyap
Town of Flower Mound
2121 Cross Timbers
Flower Mound, TX 75028

RE: Argyle Elementary School #3, Denton Creek Blvd.
Screen Wall Variance Letter

Ms. Kashyap,

On behalf of the Argyle Independent School District, we would like to request a variance or waiver to the screen wall requirement in ordinance section 82-302. This section requires that:

Sec. 82-302. - Compatibility buffer.

A landscaped buffer shall be located on the site of the nonresidential or multifamily use along all property lines adjacent to the existing or proposed residential uses, subject to the following standards:

(1)

A brick wall or masonry wall with stucco or mortar wash finish, both exterior finishes being the same, shall be constructed along the property line. Such walls shall have no vehicular access point into or from an alley and shall be a minimum of six feet in height, except that the first 25 feet in from the street line may be stepped down to a minimum height of four feet. However, notwithstanding the foregoing, churches and/or schools shall be exempt from the requirements of this division.

(2)

(NOT APPLICABLE)

(3)

(NOT APPLICABLE)

(4)

(NOT APPLICABLE)

(5)

For schools, the landscape setback shall consist of a minimum 25-foot landscape buffer, with native shade trees, a minimum three-inch caliper and of species included in section 94-66 of this Code, "approved tree lists", provided at a ratio of one tree per 800 square feet of buffer area. A six-foot tubular steel fence with masonry columns, spaced a minimum 40-foot on

center, shall be constructed along school property lines adjacent to vacant residential property. A school constructed adjacent to an existing residential neighborhood shall comply with the requirements of subsection (1) of this section, requiring the construction of a brick wall or masonry wall with stucco or mortar wash finish.

The construction of a screen wall will require removing existing fencing and will disrupt adjacent homeowners, which is not a desirable solution for the District or the homeowners. This type of disruption is not an activity that the District wants to promote. In addition, there is not a screen wall/barrier at any other schools within the District. Another important point is that there is an existing public sidewalk inside the property line on the south side of the property and adding a masonry barrier will interfere with access to this public sidewalk from the southern homeowners.

In the case of Argyle Elementary #3 where a brick wall or masonry wall with stucco or mortar wash finish is required on the south and east property lines where residential houses are currently developed, or being developed, we believe the cost to build a full masonry wall on the east and the south part of the site is too high for Argyle ISD and the taxpayers. Base on a current quote for another project it will cost \$145 per Linear Feet, and a total of \$232, 000 to build the requested wall.

- \$ 145 LF x 1600LF total: \$ 232, 000.

For these reasons, we are requesting to be exempt from the screening requirement. I trust you will find this information satisfactory, please do not hesitate to contact me should you have any questions. Thank you.

Sincerely,



Rob Morse, PE
RLK Engineering, Inc



March 31, 2021

Poornima Kashyap
Town of Flower Mound
2121 Cross Timbers
Flower Mound, TX 75028

RE: Argyle Elementary School #3, Denton Creek Blvd.
Parking Study / Parking Variance Letter

Ms. Kashyap,

On behalf of the Argyle Independent School District, we would like to request a variance or waiver to section 82-73. This section requires that:

Sec. 82-73. - Computing parking and loading requirements.

The number of parking spaces required for a specific development proposal shall be based on the requirements listed in section 82-74, Off-street parking and loading space requirements, and the following provisions:

(1)

Deviation of required spaces. The amount of parking can be reduced or increased by 20 percent. Deviations in excess of 20 percent must be accompanied by a parking study and approved by the town council. Any approved parking in excess of 20 percent must be mitigated. Mitigation can be achieved by the use of pervious paving, increased landscaping, increased stormwater treatment, or other method to reduce the impact of the increased parking.

(2)

Unlisted uses. Where questions arise concerning the minimum off-street parking and loading requirements for any use not specifically listed, the requirements may be interpreted by the town as those of a similar use.

(3)

Large developments. A large development is defined as any development that is required to provide over 250 parking spaces based on the parking ratios listed in section 82-74. All large developments are required to provide a parking study as defined in this section and should provide a minimum reduction of 20 percent from the sum of the specific parking required for each use.

(4)

Parking study. A parking study required by this article shall be reviewed by the town along with any traffic engineering and planning data that are appropriate to the establishment of a parking requirement for the use proposed. A parking study, when required by this article, shall include, but not be limited to, estimates of parking requirements based on recommendations in studies such as those from the Urban Land Institute, the Institute of Traffic Engineers, or the Traffic Institute, and based on data collected from uses or

combinations of uses that are the same or comparable to the proposed use. Comparability shall be determined by density, scale, bulk, area, type of activity and location. The analysis must include a shared parking analysis based on the mixture of uses and corresponding peak demand. Specifically, the parking required for restaurants should be included in the study and be determined by the number, location, and type of restaurants proposed. The study shall document the source of data used to develop recommendations.

(5)

Location. All required parking shall be located and arranged on the site to insure optimal access and use.

(6)

Fractions. When measurements determining the number of required parking and loading spaces result in fractions, any fraction less than one-half shall be disregarded and any fraction of one-half or more shall be rounded upward to the next highest full number.

(7)

Seating capacity. Where parking ratios are specified in terms of the number of seats, this shall be interpreted to mean maximum seating capacity as determined using the standards of the uniform building code.

(8)

Floor area. Floor area of structures devoted to off-street parking of vehicles shall be excluded in computing the off-street parking and loading requirements of any use.

(Code 1989, ch. 12, § 5.02(c); Ord. No. 62-04, § 4, 7-19-2004)

Per Offstreet Parking Requirements, the school will be required to provide 1stall for the 58 classrooms plus 1 stall for every 3 seats in the gymnasium, which has 171 seats. This means the site must have a minimum of 115 stalls but can increased by 20% up to 138 stalls. The purpose of the variance is request additional stalls above the 138 spaces.

In the case of Argyle Elementary #3 we are requesting 50 additional parking spaces above the allowed parking space number of 138, for a total of 188 spaces. The campus will employ 90 staff that will be utilizing spaces every day. In addition, the campus will also host 30 to 50 PTA/PTO volunteers on a daily basis. The campus will also allow approximately 100 parents and grandparents daily to attend presentations and lunch-time visits with the students. Many of these visitors overlap throughout the day. The 50 addition parking spaces will help to accommodate the non-employee spaces needed and reduce any off-campus parking on the streets and in the neighborhood. Street and neighborhood parking is a safety concern for the district and would like to be avoided as much as possible.

Additional campus activities that necessitate the additional 50 spaces include campus leadership meetings with additional district staff, grade-level programs and special curriculum nights for parents and family members during school hours and after school.

As a comparison, the two other Argyle ISD elementary schools, Hilltop Elementary and Argyle West Elementary, have 162 stalls and 139 stalls respectively. These two existing schools regularly have issues with adequate parking for the additional visitors at special events and during days with a large number of volunteers.

To offset the requested additional paving, additional landscaping will be added to the site in the form of trees. Using the 1 tree per 10 spaces guideline, 6 additional trees have been added to the site (50/10=>6 trees). The additional trees are noted on the Landscape Plans with an 'E' next to the tree.

Thank you for allowing us the opportunity to demonstrate the site's need for the additional parking through this letter and for considering our request for a parking waiver/variance.

Sincerely,

A handwritten signature in black ink, appearing to read "Rob Morse".

Rob Morse, PE
RLK Engineering, Inc



March 31, 2021

Poornima Kashyap
Town of Flower Mound
2121 Cross Timbers
Flower Mound, TX 75028

RE: Argyle Elementary School #3, Denton Creek Blvd.
Wet Pond Variance Letter

Ms. Kashyap,

On behalf of the Argyle Independent School District, we would like to request a variance or waiver to the Town of Flower Mound Design Criteria Part B Section IV Storm Water Improvements C, 5,a,ii Pond Requirements. This section requires that:

Design Criteria Part B Section IV Storm Water Improvements C,5,a

ii) Detention facilities will be in the form of wet ponds in residential, mixed-use, office and retail land uses and either wet or dry facilities for commercial or industrial land uses. Institutional uses will adhere to the form of the pond for the predominant surrounding land use but will at a minimum provide detention in the form of a dry pond. The equations and methodology to determine detention facility storage can be found in Appendix E-Detention Equations and Sample Calculations.

In the case of Argyle Elementary #3 where the surrounding land is residential and a wet pond is required, we are requesting a variance that will allow the installation of a dry pond in lieu of a wet pond. The main reason will be the life, safety, and welfare of the elementary school students, it will be preferable for Argyle ISD not to have a body of water that is close to an elementary school campus.

In addition, Argyle ISD has concerns of having standing water that will promotes mosquitos and other water born insects. Furthermore, the additional upfront cost and maintenance cost of a wet pond on an elementary school will be too high for Argyle ISD.

For these reasons, we are requesting to be exempt from the wet pond requirement. I trust you will find this information satisfactory, please do not hesitate to contact me should you have any questions. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Rob Morse".

Rob Morse, PE
RLK Engineering, Inc



ARIZONA
TEXAS
NEW MEXICO
OKLAHOMA

January 14, 2021

Mr. Keith Cummins, AIA
Project Manager, Senior Associate
Corgan
401 North Houston Street
Dallas, Texas 75202

Re: *Queuing Analysis Study – Argyle ISD Elementary School #3*

Dear Mr. Cummins:

Lee Engineering has completed the queuing analysis for the proposed Argyle ISD Elementary School #3 located on the southeast corner of Denton Creek Boulevard and Prairie Ridge Road in Flower Mound, Texas. This letter report documents our study procedures and findings.

INTRODUCTION

The proposed Argyle ISD Elementary School #3, serving Pre-Kindergarten to 5th grade, is planned to open in August 2022 with an enrollment of 750 students. Maximum enrollment of 850 student is anticipated to be reached in August 2023. The hours of operation for the school are planned to be from 7:30 AM to 3:00 PM. The proposed development location is shown in **Figure 1** and the site plan is provided in **Figure 2**.

TRIP GENERATION

The number of vehicle trips generated by the proposed elementary school was estimated based on the trip generation rates and equations provided in the publication entitled *Trip Generation Manual, 10th Edition*, by the Institute of Transportation Engineers (ITE). The number of trips generated by the development is a function of the type and quantity of the land use within the development. Estimates of the number of trips generated by the site were made for the AM and School PM peak hours, as well as on a daily basis. The trip generation characteristics for the proposed Argyle ISD Elementary School #3 at Opening-Day (2022) and Maximum Enrollment (2023) conditions are shown in **Table 1**.

Table 1: Trip Generation Characteristics for Proposed Argyle ISD Elementary School #3

Land Use		Rates ¹								
Description	ITE Code	Average Weekday			AM Peak Hour			School PM Peak Hour		
Elementary School	520	T = 1.89*X			T = 0.67*X			T = 0.34*X		
Land Use		Directional Split ²								
Description	ITE Code	Average Weekday			AM Peak Hour			School PM Peak Hour		
Elementary School	520	50 / 50			54 / 46			45 / 55		
Land Use	Variable ³	Average Weekday			AM Peak Hour			School PM Peak Hour		
		Total	In	Out	Total	In	Out	Total	In	Out
Elementary School	750	1,418	709	709	503	271	232	255	115	140
	850	1,608	804	804	570	308	262	289	130	159

¹ T = Trips Ends; X = Number of Students² XX / YY = % entering vehicles / % exiting vehicles³ Number of Students (750 @ Opening-Day; 850 @ Maximum Enrollment)

DIRECTIONAL DISTRIBUTION

The attendance boundary for the two (2) existing Argyle ISD elementary schools is provided in **Figure 3**. While a proposed attendance boundary has not been developed by the school district, this study assumed that most of the existing boundary south of Frenchtown Road would be included in the boundary for the proposed Argyle ISD #3 Elementary School. Given the lack of roadway connectivity west and east of US 377, due to the railroad tracks west of US 377, potential access to the school for students living east of US 377 is limited to either Frenchtown Road or Canyon Falls Drive. It was assumed that the majority of site traffic east of US 377 would travel on US 377 to Canyon Falls Drive (approaching the school from the south) rather than using the local streets (Stonecrest Road via Frenchtown Road) and approaching the school from the north. As a result of these assumptions and the distribution of the existing houses within the Canyon Falls neighborhood, 65% of the traffic generated by the school was assumed to approach from the south (Canyon Falls Drive) and 35% was assumed to approach from the north.

SITE TRAFFIC VOLUMES

The estimated peak hour site generated traffic volumes (Table 1) during the school start and end periods were assigned to the area roadways and site access points based on the assumed directional distribution described above. The estimated AM and School PM peak hour site generated traffic volumes under Opening-Day (2022) and Horizon Year (2023) conditions are provided in **Figure 4**.

CIRCULATION AND ON-SITE QUEUING ANALYSIS

The primary goal of the circulation and queuing analysis for the proposed Argyle ISD Elementary School #3 is to ensure that queues created by vehicles dropping off or picking up students are contained on the school property as much as possible and to minimize any spillover on to the adjacent roadway (Denton Creek Boulevard). As part of this study, an on-site queuing analysis was completed for the proposed campus.

Because longer queue lengths are typically associated with school release times, this study focuses on the predicted queue lengths during this time period. Studies have shown that one-way traffic flow provides the safest and most efficient operation for pick-up and drop-off configurations and one-way operation has been proposed during pick-up and drop-off operation for this campus. The circulation plan assumes a single pick-up area with two lanes of drop-off/pick-up operation.

The proposed circulation route and on-site queuing for the Argyle ISD #3 Elementary School is provided in **Figure 5**. Under this plan, all parents picking up their child will be directed to enter the campus using the southern access on Denton Creek Boulevard and exit the campus at the northern driveway on Denton Creek Boulevard. Under this scenario and using two lanes for loading operations, an approximate total of 1,200 feet of storage for parents will be provided on-site under this circulation plan.

Texas A&M Transportation Institute Recommended Queue Lengths

A Texas A&M Transportation Institute (TTI) report, *Traffic Operations and Safety at Schools: Recommended Guidelines* (FHWA/TX-04/4286-2), provides recommendations for the development of school sites. This research report analyzed school sites in North Carolina, South Carolina, and Texas to develop standards for various components of school site design including bus parking, site selection, driveways, and other items unique to school site design. The report also developed recommendations for the minimum length of parent drop-off/pick-up zones. **Table 2** shows the recommendations provided in the TTI report, which recommends a stacking length of between 750 to 1,500 feet for an elementary school with 500 or more students. The proposed on-site queuing available (1,200 feet) for the Argyle ISD #3 Elementary School will fall within the range identified in the TTI recommendations (750 – 1,500 feet) for an 850-student elementary school.

Table 2: TTI Recommendations for Parent Pick-up/Drop-off

School Type	Student Population	Loop Drive Stacking Length (linear feet)
Elementary	Less than 500	400 – 750
	500 or more	750 – 1500
Middle	Less than 600	500 – 800
	600 or more	800 – 1600
Note: For high school populations greater than 2,500 students, consider two separate student pick-up/drop-off loops.		

Harris County Study Recommended Queue Lengths

A study of maximum queue lengths observed at 55 elementary schools around Houston, Texas was performed in 2010¹. This study used the total student enrollment and the maximum observed queue length and computed the percentage of the maximum queue length (vehicles) to the total enrollment (students) for each of the 55 schools. Applying linear regression to the collected data resulted in a “rule-of-thumb” that the expected maximum queue length (in vehicles) is equal to approximately six percent (6%) of the total enrollment (in students). Therefore, for a school with 750 students, the expected maximum queue length would be 45 vehicles ($750 \times 0.06 = 45$) and for a school with 850 students, the expected maximum queue length would be 51 vehicles ($850 \times 0.06 = 51$). If it is assumed that a vehicle occupies 22 feet of linear space in the queue, a total queue length of 990 feet and 1,122 feet can be expected for a school with 750 and 850

¹ Qualls, Dustin W., P.E., PTOE. *The Greening of Student Pick-Ups at School Dismissal – 2010 TexITE Technical Paper Award Submittal*, 2010. https://www.texite.org/wp-content/uploads/papers/Tech_Paper_Dustin_Qualls.pdf

students, respectively. The proposed total storage available (1,200 feet) for the Argyle ISD #3 Elementary School is predicted to exceed the recommendations from the Harris County report (1,122 feet) for an elementary school with an enrollment of 850 students.

North Carolina Department of Transportation Recommended Queue Lengths

The Municipal School Transportation Assistance (MSTA) division of the North Carolina Department of Transportation (NCDOT) specifically performs and compiles studies that address safety concerns on school campuses. One of the products of this effort is a Microsoft Excel spreadsheet which identifies the expected queue lengths under typical dismissal operations based on data collected at schools in North Carolina. **Figure 6** shows the results of this methodology for an 850 student enrollment elementary school. As shown by the results in the spreadsheet, 1,403 feet of queuing space would be needed to accommodate an 850 student elementary school under typical school dismissal days. Although not shown, the spreadsheet indicates that 1,242 feet of queuing space would be needed for a 750 student elementary school. The proposed available stacking for the Argyle ISD Elementary School #3 (1,200 feet) is approximately less than 200 feet less than the typical queue length estimated by the NCDOT MSTA methodology (1,403 feet). Under this methodology, approximately nine (9) vehicles would queue off the school property during school release times. Applying the directional distribution assumed previously (65% from the south and 35% from the north), this would result in six (6) vehicles queued on the inside lane of northbound Denton Creek Boulevard and three (3) vehicles within the hooded southbound left turn lane on Denton Creek Boulevard. Assuming a discharge rate from the queue lanes of 6 vehicles/minute, school traffic is expected to queue off-site for less than two (2) minutes.

A summary of the projected total stacking space provided by the proposed Argyle ISD Elementary School #3 site plan with the amount required based on other studies/methodologies is presented in **Table 3**.

Table 3: Comparisons of Projected Queuing to Storage Guidelines (850 Students)

Methodology	Recommended Storage Length (feet)	Storage Length Provided (feet)
TTI	750 – 1,500	1,200
Harris County	1,122	1,200
NCDOT MSTA “Typical”	1,403	1,200

CONCLUSIONS

Based on the results of this analysis, the following conclusions are made:

- Under Opening-Day (2022) conditions, with an enrollment of 750 students, the proposed Argyle ISD Elementary School #3 is predicted to generate 1,418 trips on a daily basis, with 503 trips during the AM peak hour and 255 trips during the PM peak hour.
- Under Maximum Enrollment (2023) conditions, with an enrollment of 850 students, the proposed Argyle ISD Elementary School #3 is predicted to generate 1,608 trips on a daily basis, with 570 trips during the AM peak hour and 289 trips during the PM peak hour.
- Using two lanes for picking up students during school dismissal time, a total of 1,200 feet of storage is predicted to be provided on site.
- The amount of on-site queuing provided meets the amount of on-site queueing recommended by a TTI study and exceeds the amount queueing needed based on a study of elementary schools in Harris

County. While these methodologies indicate that all queueing would be able to be contained within the site, the NCDOT MSTA methodology indicated approximately nine (9) vehicles would queue on Denton Creek Boulevard during the school release time. If this amount of stacking on the adjacent roadway were to occur, it is estimated that school traffic would queue on Denton Creek Boulevard for less than two (2) minutes around the school dismissal time (3:00 PM).

To help process traffic through the site during the school dismissal times, the following recommendations are made:

- Use two lanes and loading areas during student pick-up, as identified in Figure 5.
- Effectively communicate the school pick-up procedure to parents.
- Use school staff to direct and load students into waiting vehicles.
- Use traffic monitors to stop circulating traffic, when needed, to provide for the safe crossing of parents/schoolchildren using the crosswalk within the loading areas.
- Require all parents in the queuing lanes to remain in their vehicles (no unattended vehicles).

We appreciate the opportunity to provide these traffic engineering services. If you have any questions about this analysis, please do not hesitate to contact me at (972) 248-3006.

Sincerely,

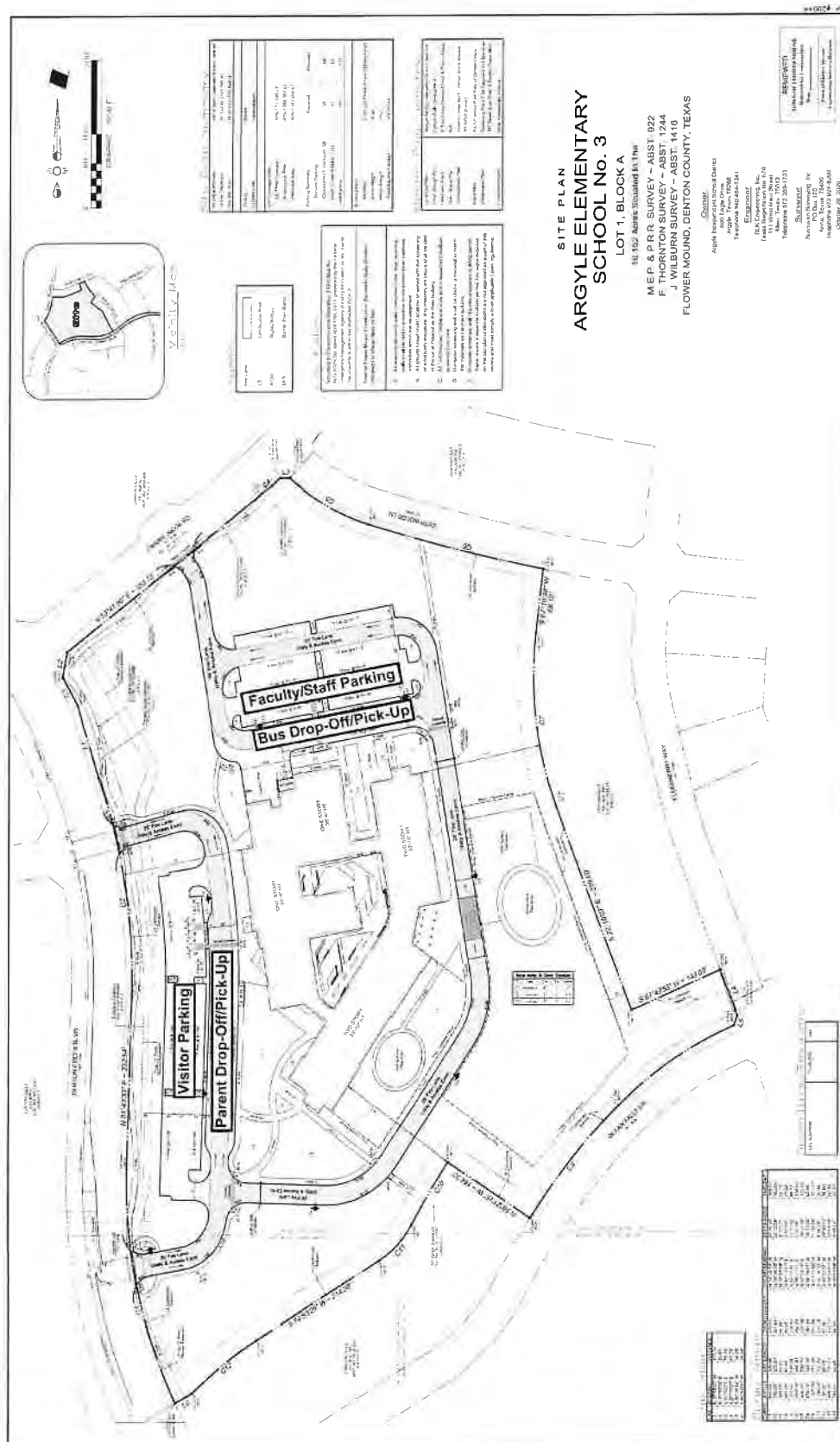


Kelly D. Parma, P.E., PTOE
Senior Project Manager
Lee Engineering, LLC
TBPE Firm F-450

Attachments

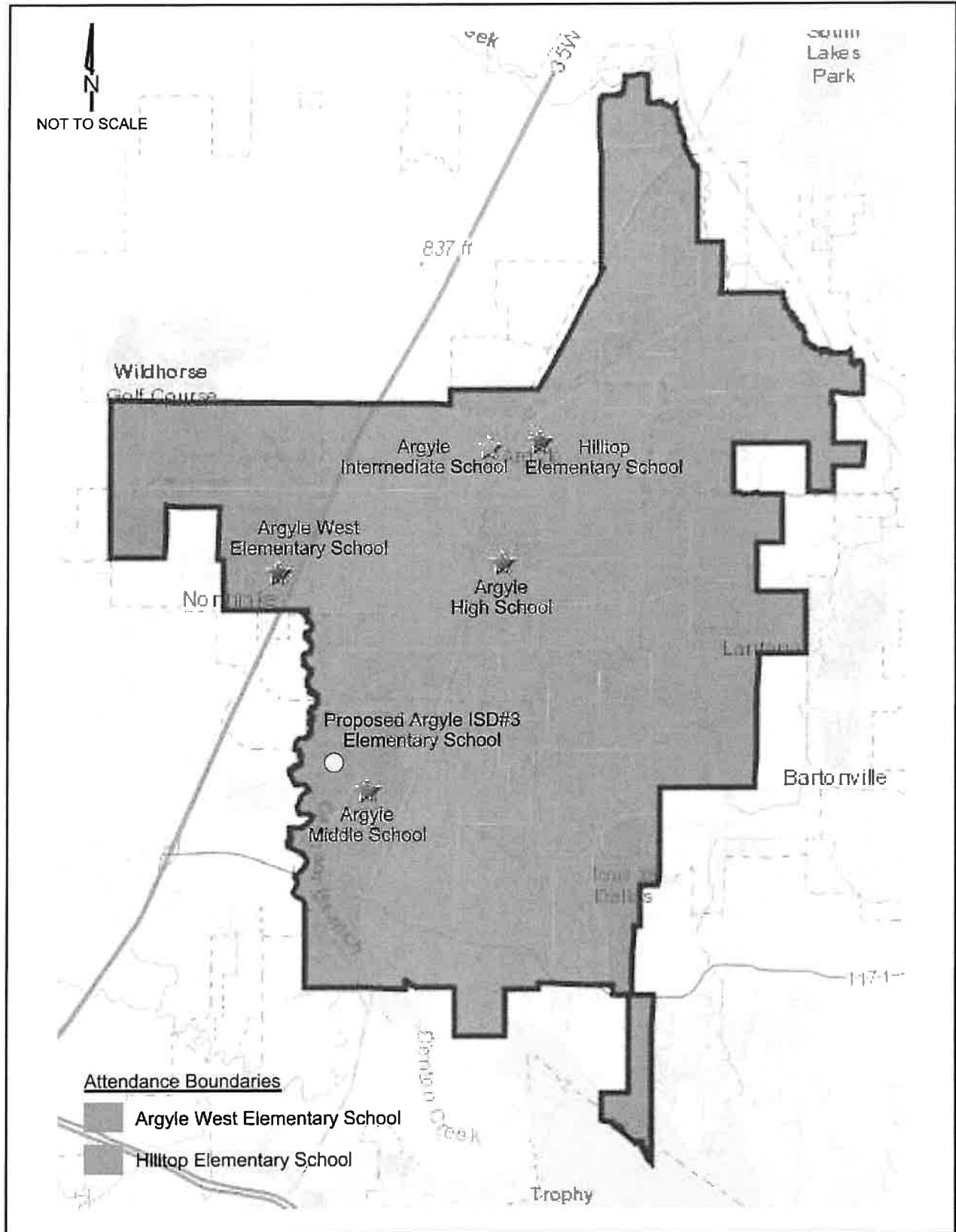


Google Earth



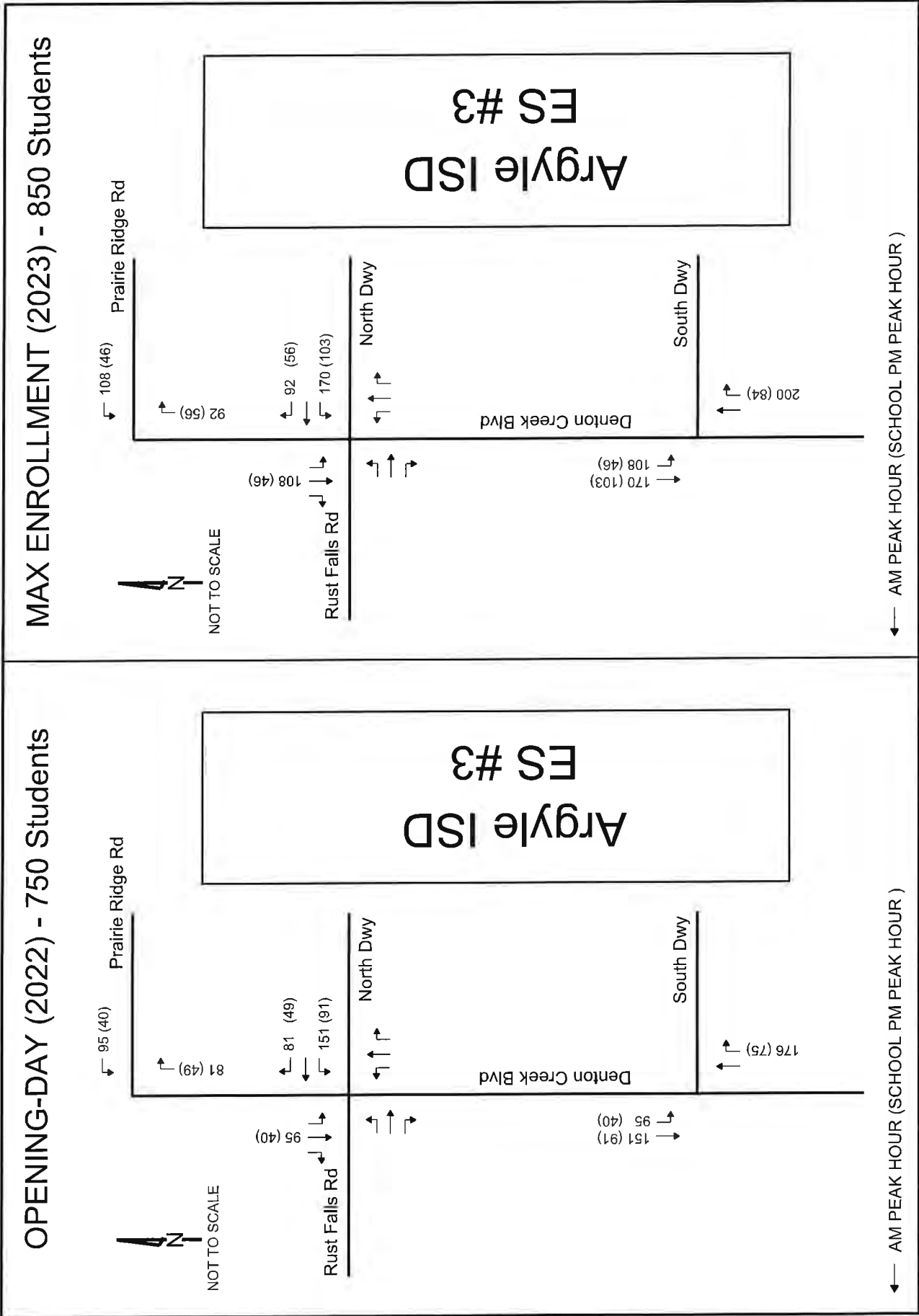
Proposed Site Plan

Figure 2



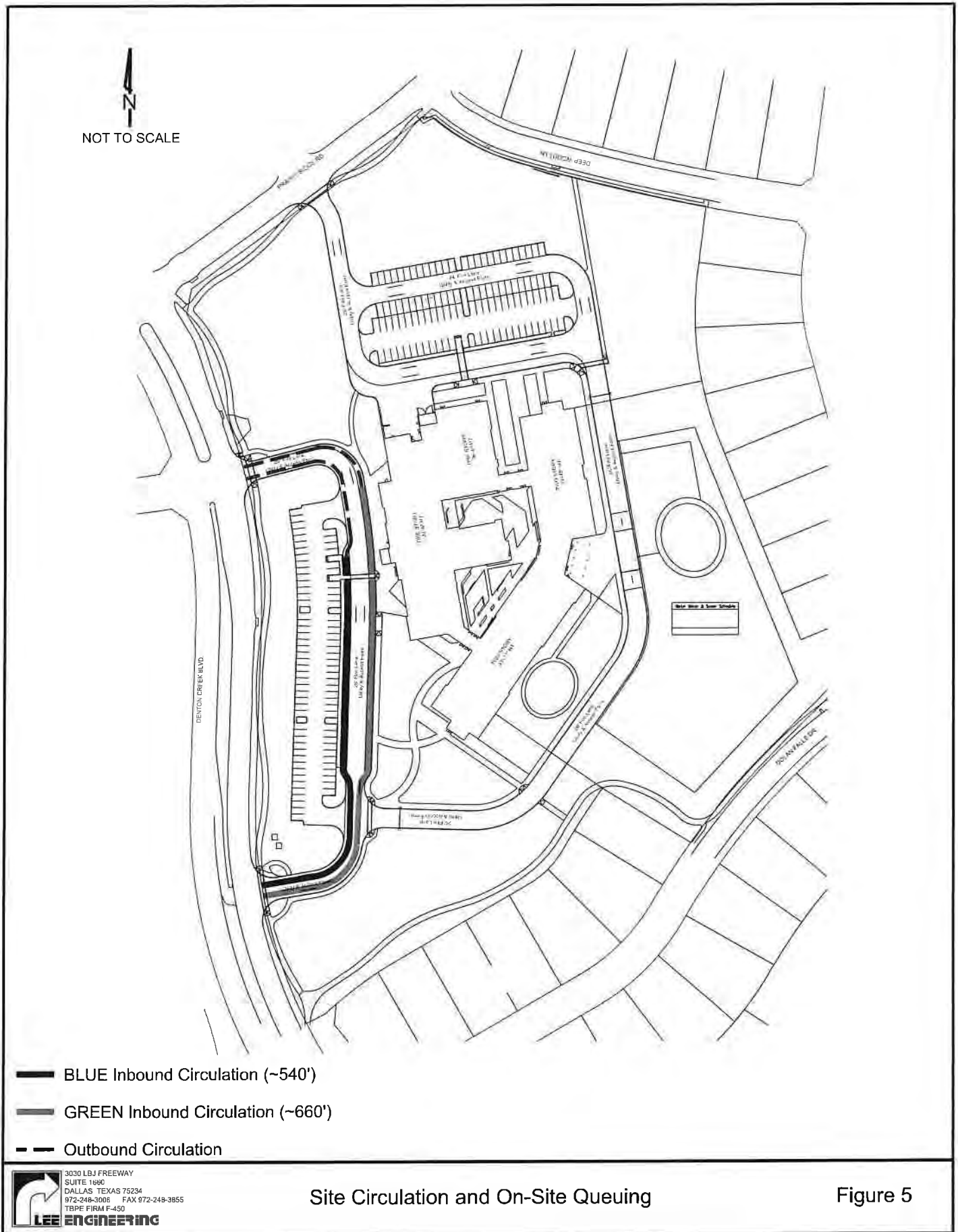
Existing
Elementary School Attendance Boundaries

Figure 3



Site Generated Peak Hour Traffic Volumes

Figure 4



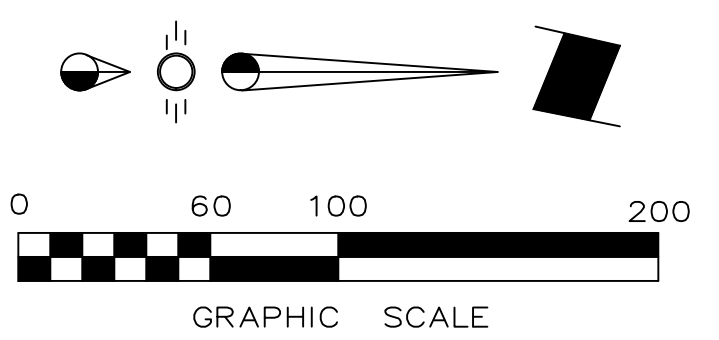
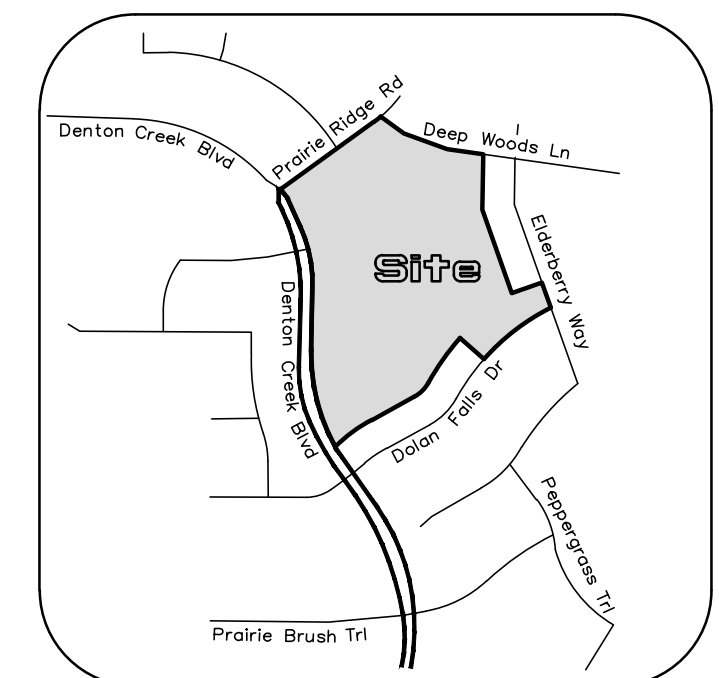
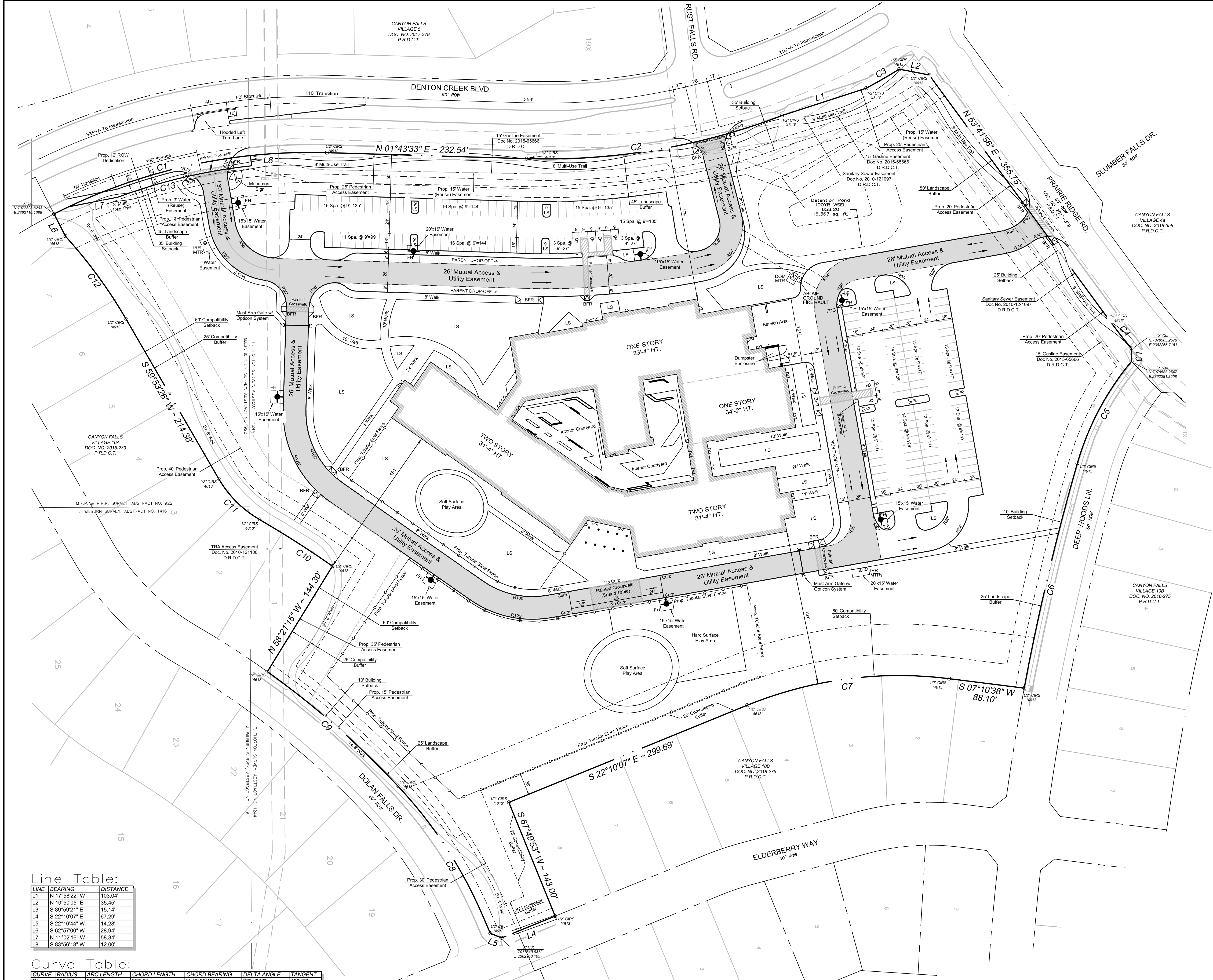
Site Circulation and On-Site Queuing

Figure 5

MSTA School Traffic Calculations

AM and PM Peak Traffic Estimates
(These numbers do not reflect peak hour traffic volumes)

School Name:		Type		Typical Public with Buses		Calculations				Version: 10/26/16			
MSTA School Queue Input													
Type	School	Student Population	Number of Buses	Staff Members	Student Drivers	PM Total Vehicles	PM Peak Vehicles	Total AM Trips	Total PM Trips				
Elementary		650				139	63	1403	622	278	30%		
Middle			12	143									
High													
						1403						278	1825



Site Data Summary:

Physical Address	SEC of Denton Creek Blvd. & Prairie Creek Rd
Gross Site Area	16,152 Ac (703,598 sf)
Net Site Area	16,099 Ac (701,283 sf)
Zoning	PD-98
Current Use	Undeveloped
Lot Coverage Data	
-Building Coverage	10% / 71,149 s.f.
-Impervious Area	41% / 285,361 s.f.
-Pervious Area	49% / 347,088 s.f.
Parking Required	
-Classroom (1/1 per room: 58)	58
-Gym (1/1 per 3 seats: 171)	57
Total Parking Required	115
Parking Provided	188
Accessible Stalls Required	6
Accessible Stalls Provided	6
Excess Parking Mitigation	
Spaces Over Required Amount	188 - 115 = 73
Allowed Excess Parking	115 x 0.2 = 23
Excess Parking Spaces	73 - 23 = 50
Building Data	
-Building	2 Story (71,149s.f/1st - 33,648s.f/2nd)
-Peak Height	34'-2"
-Mean Height	17'-1"
-Total Square Footage	104,797s.f.

Legend:

Fire Lane	
LS	Landscape Area
ROW	Right-Of-Way
BFR	Barrier Free Ramp

City Notes:

According to Flood Insurance Rate Map (FIRM) Map No. 48121C0505G, dated April 18th, 2011, prepared by the Federal Emergency Management Agency (FEMA) for Collin County, Texas, this property is within the unshaded Zone X.

Town of Flower Mound Construction Standards Apply Whether Indicated On These Plans Or Not.

- A. All retaining/detaining walls, turn-down curbs, tree, retaining walls shall be clad in a material to complement the materials and colors within this development.
- B. All ground based HVAC shall be screened with live screening or a masonry enclosure. Any masonry enclosure shall be clad in the same material as the main building.
- C. All roof-mounted mechanical units and/or equipment shall be screened from view.
- D. Dumpster screening wall shall be clad in a material to match the materials on the main building.
- E. Dumpster screening wall requires a separate building permit.
- F. Signs require a separate building permit. Any signs depicted on the site plan or elevations are not approved as a part of this review and must comply with all applicable Town regulations.

Master Plan Features:

Land Use Plan	Medium Density Uses within Denton Creek Dist.
Urban Design Plan	Denton Creek District
Parks and Trails	8' Trail Along Denton Creek & Prairie Ridge
Open Space Plan	N/A
Thoroughfare Plan	Denton Creek Blvd. - Urban Minor Arterial, 90' ROW (Exist.)
Water Plan	Ex-12" Water East Side of Denton Creek
Wastewater Plan	Receiving Point TRA Segment C-1 Manhole 15" Sewer-East Side of Denton Creek Blvd.
Economic Impact	Prop. Elementary School

SITE PLAN
ARGYLE ELEMENTARY
SCHOOL No. 3

LOT 1, BLOCK A
16.152 Acres Situated In The
M.E.P. & P.R.R. SURVEY ~ ABST. 922
F. THORNTON SURVEY ~ ABST. 1244
J. WILBURN SURVEY ~ ABST. 1416
FLOWER MOUND, DENTON COUNTY, TEXAS

Owner
Argyle Independent School District
800 Eagle Drive
Argyle, Texas 76266
Telephone 940 464-7241

Engineer
RLK Engineering, Inc.
Texas Registration No. 579
111 West Main Street
Allen, Texas 75013
Telephone 972 359-1733

Surveyor
Surdukan Surveying, Inc.
PO Box 126
Anna, Texas 75409
Telephone 972 924-8200
May 3, 2021

Line Table:

LINE	BEARING	DISTANCE
L1	N 17°58'22" W	103.04'
L2	N 10°50'05" E	35.45'
L3	S 89°59'21" E	15.14'
L4	S 22°10'07" E	67.29'
L5	S 22°16'44" W	14.28'
L6	S 62°57'00" W	28.94'
L7	N 11°02'18" W	58.34'
L8	S 83°56'18" W	12.00'

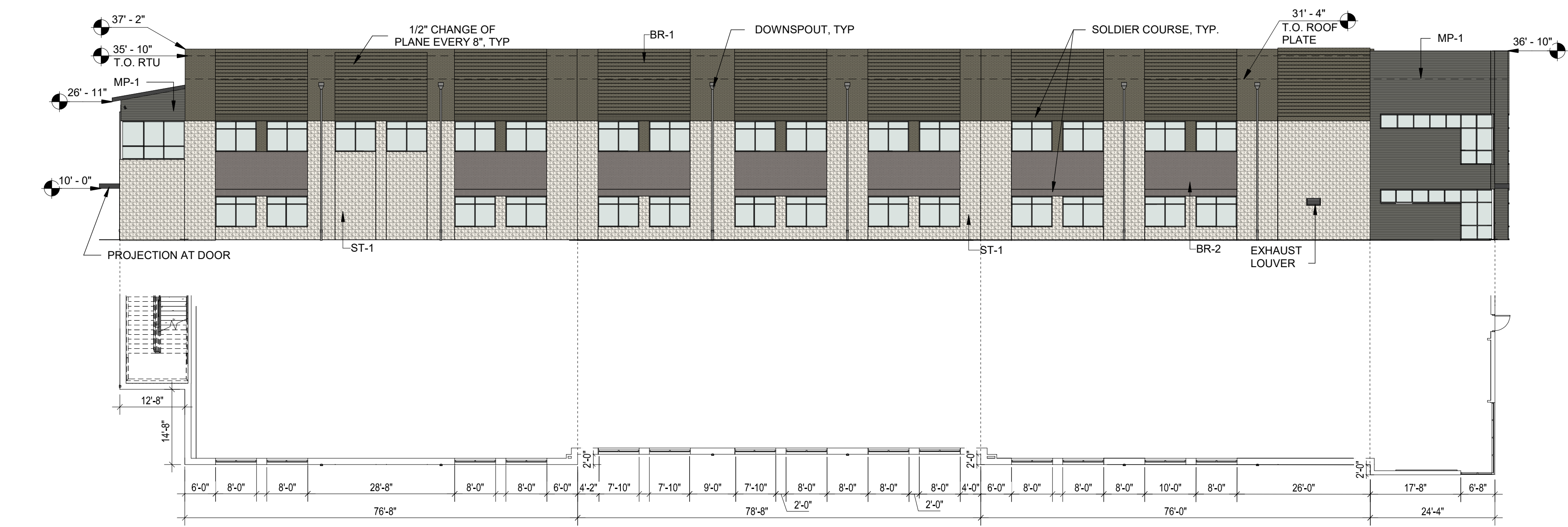
Curve Table:

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	655.00'	329.96'	301.64'	N 12°39'43" W	28°46'32"	168.03'
C2	770.00'	393.60'	301.64'	N 09°34'10" W	22°35'28"	153.80'
C3	782.00'	44.45'	44.44'	N 30°03'18" W	3°15'23"	22.23'
C4	580.00'	40.43'	40.42'	N 51°42'07" E	3°59'38"	20.22'
C5	325.00'	135.54'	134.56'	S 62°01'41" E	23°53'42"	68.77'
C6	2830.00'	268.90'	268.80'	S 76°41'51" E	5°26'39"	134.55'
C7	468.00'	239.70'	237.09'	S 07°29'45" E	29°20'45"	122.54'
C8	525.00'	182.26'	181.34'	S 56°46'51" W	19°53'26"	92.05'
C9	1025.00'	201.86'	201.36'	S 41°11'56" W	1°11'26"	101.17'
C10	1168.00'	100.82'	100.78'	S 32°36'30" W	4°56'28"	50.44'
C11	131.00'	68.03'	67.26'	S 45°00'51" W	29°45'11"	34.80'
C12	569.00'	120.33'	120.10'	S 53°49'57" W	12°06'59"	60.39'
C13	643.00'	160.63'	160.21'	N 13°13'05" W	14°18'46"	80.73'

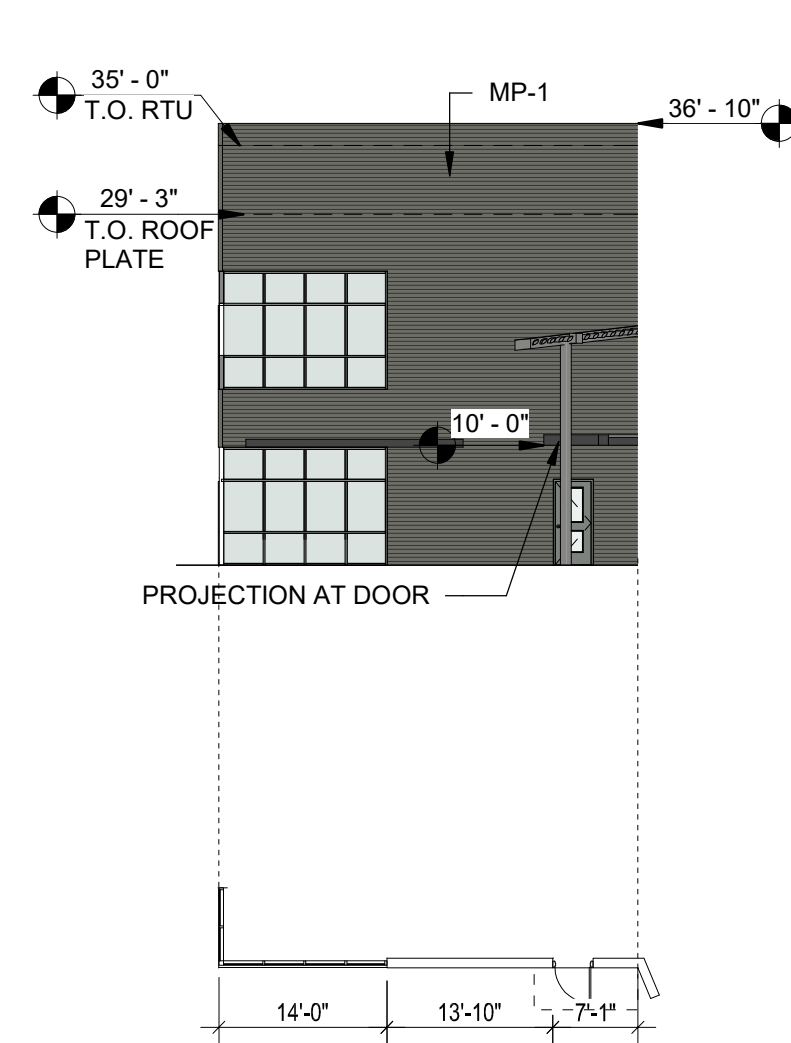
Submittals/Revisions:

City Submittal	Date	By
	10-28-2020	RM

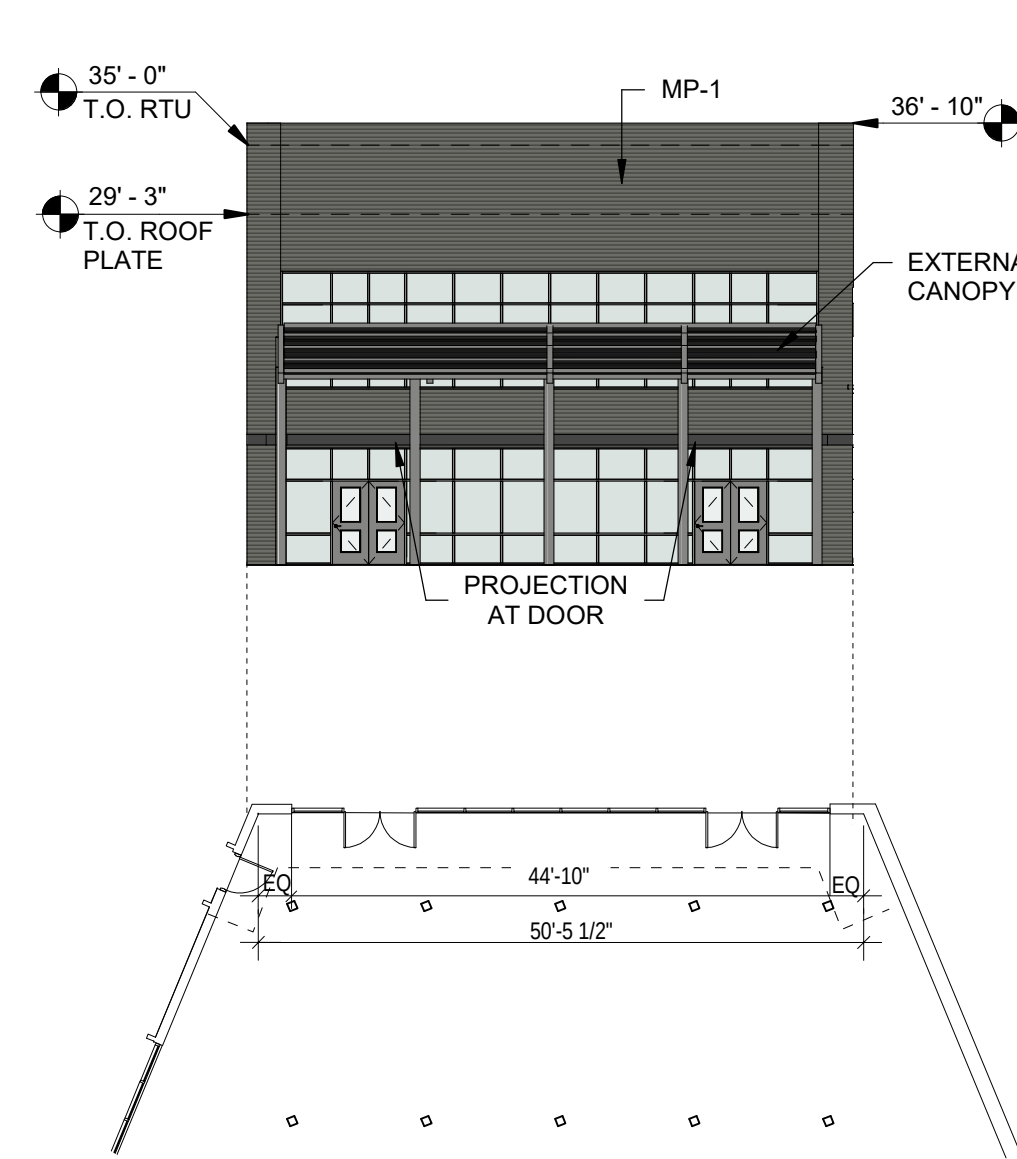
Water Meter & Sewer Schedule			
ID	Type	Size	No. Sewer
①	Domestic	4"	1 6"
②	Irrigation	2"	1 NA
③	Irrigation	2"	1 NA



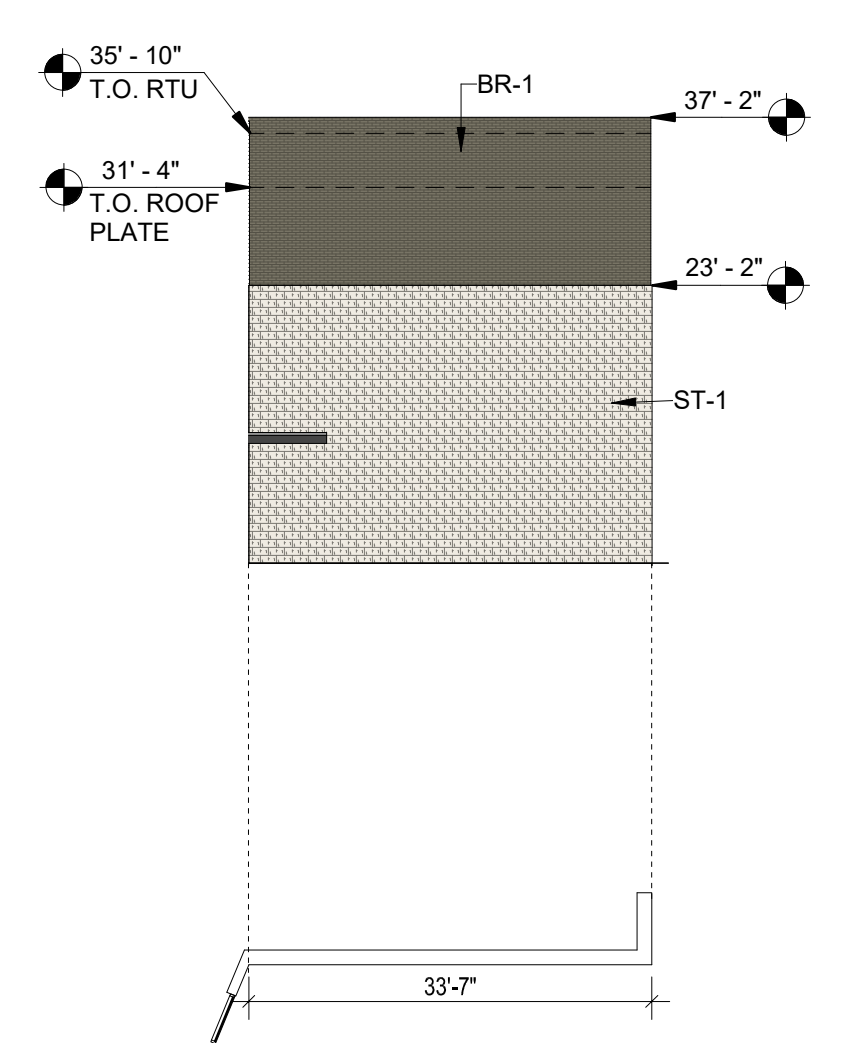
08 EXTERIOR ELEVATION - CR BLOCK SOUTH/EAST
1/16" = 1'-0"



07 EXTERIOR ELEVATION - CR BLOCK SOUTH/ WEST
1/16" = 1'-0"



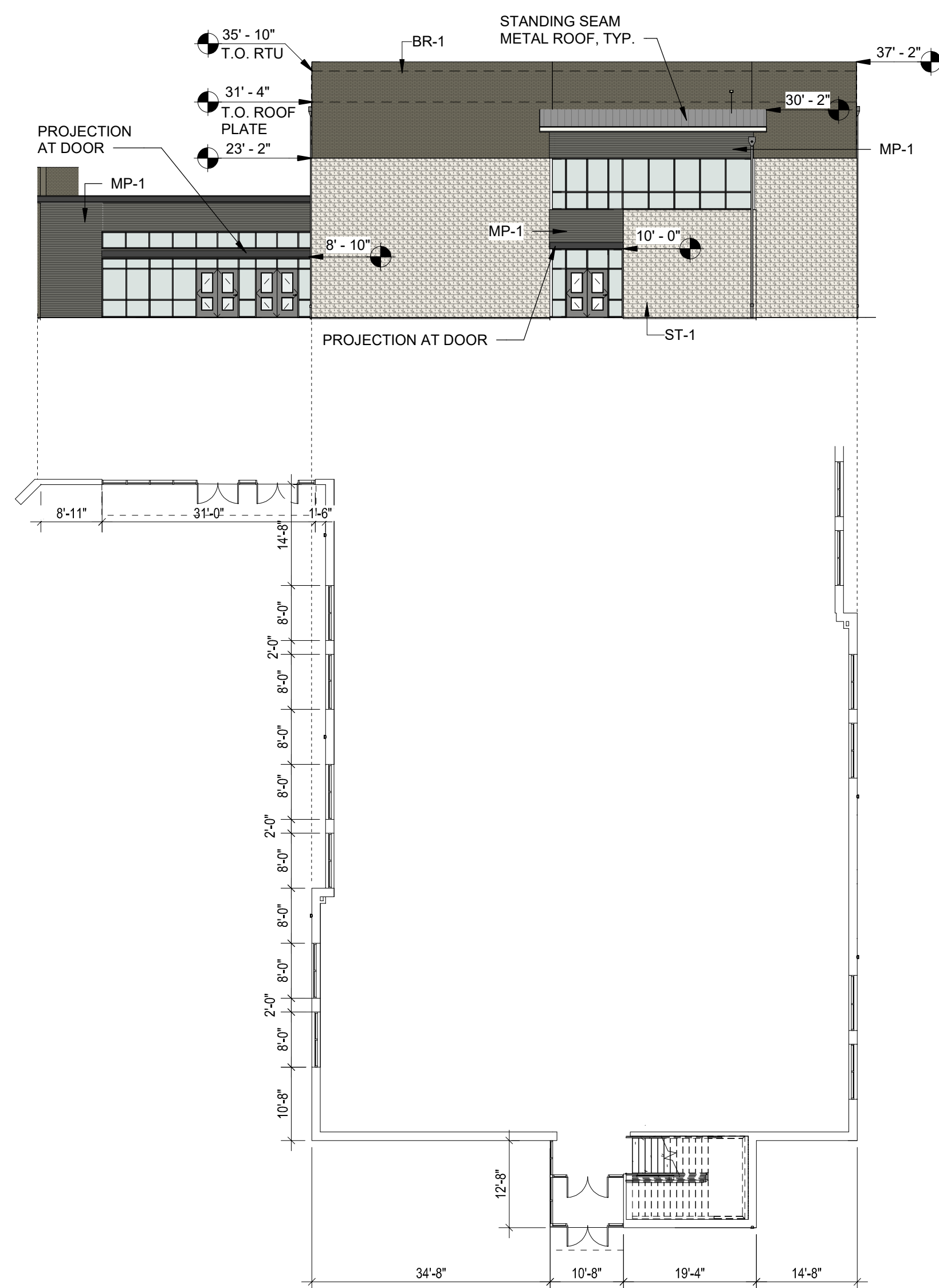
06 EXTERIOR ELEVATION- CR BLOCK SOUTH/EAST 03
1/16" = 1'-0"



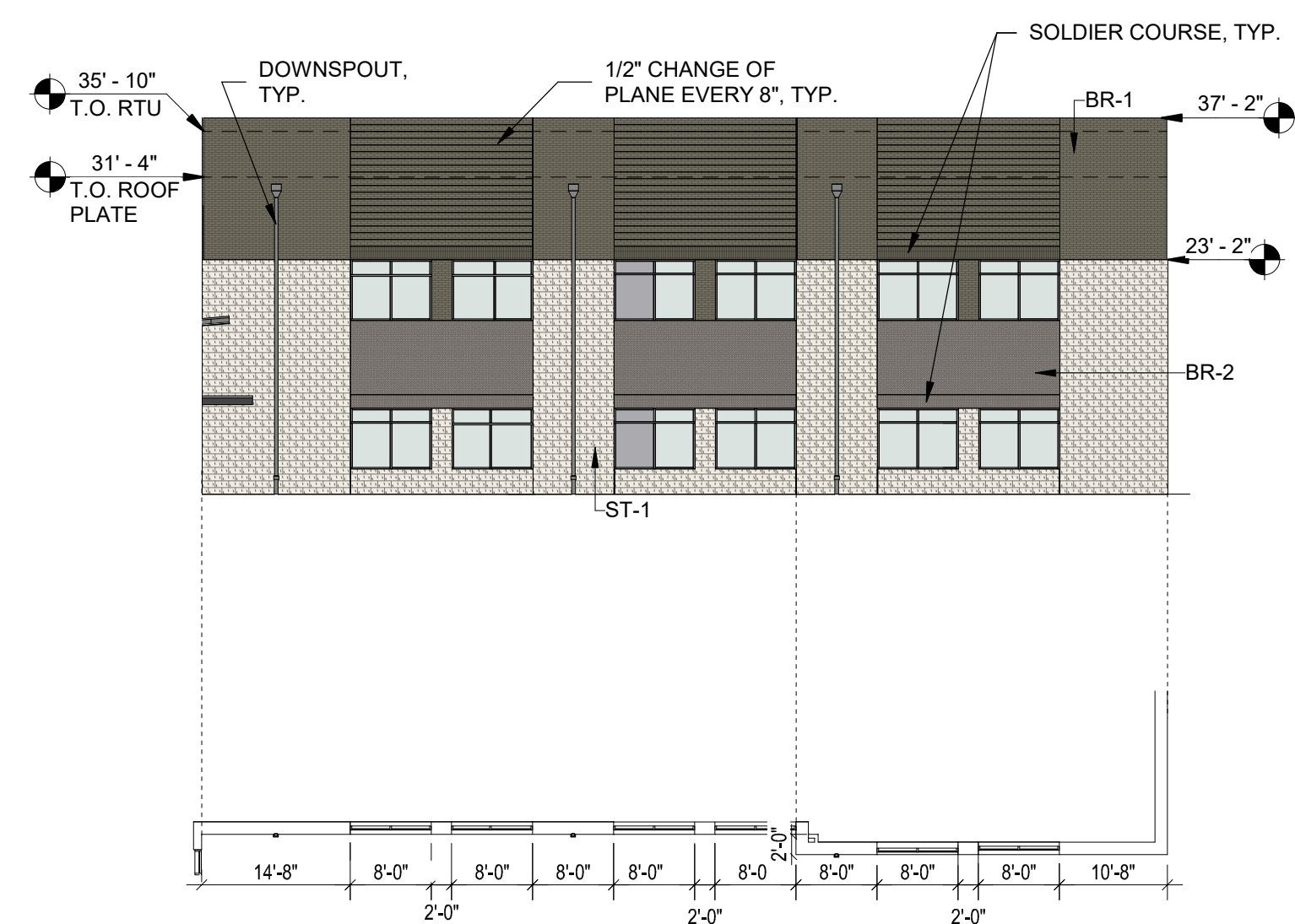
05 EXTERIOR ELEVATION- CR BLOCK EAST
1/16" = 1'-0"



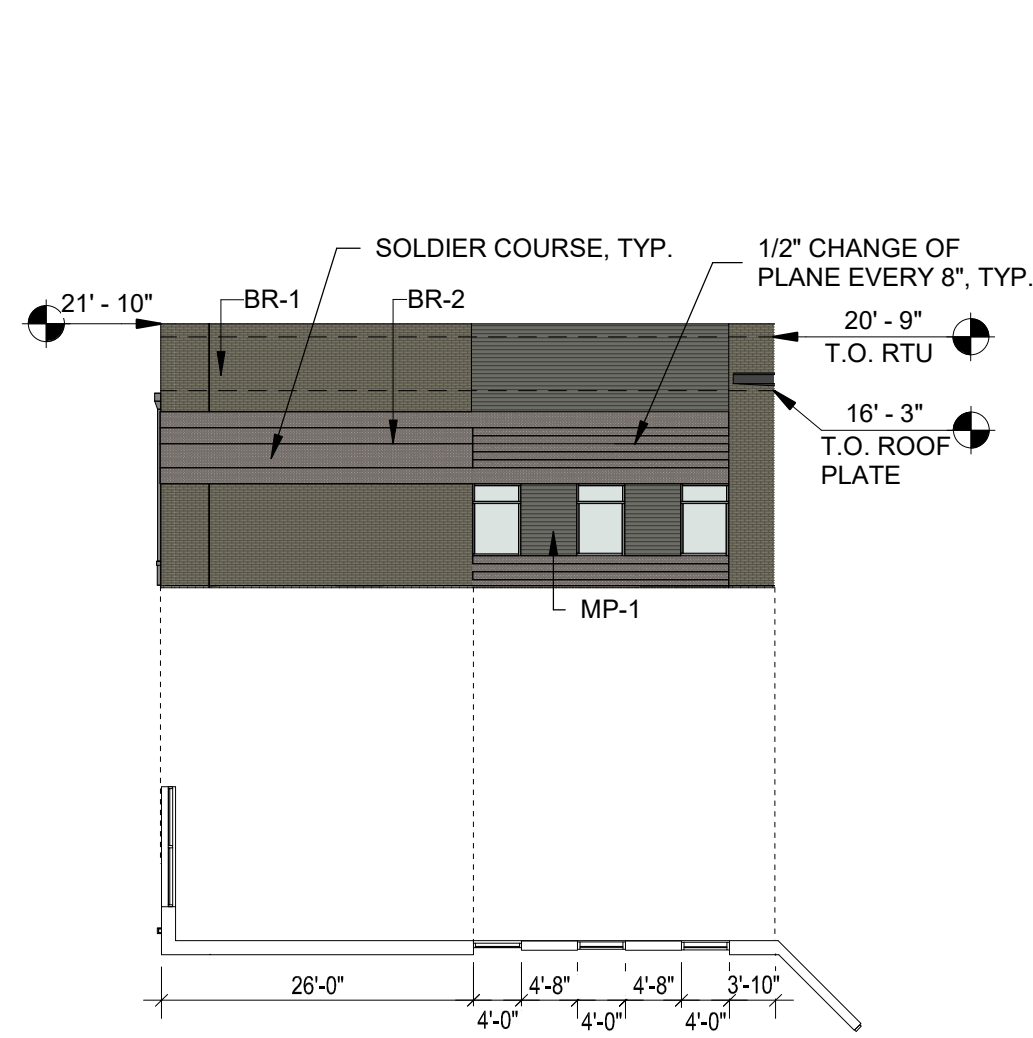
04 EXTERIOR ELEVATION- CR BLOCK SOUTH
1/16" = 1'-0"



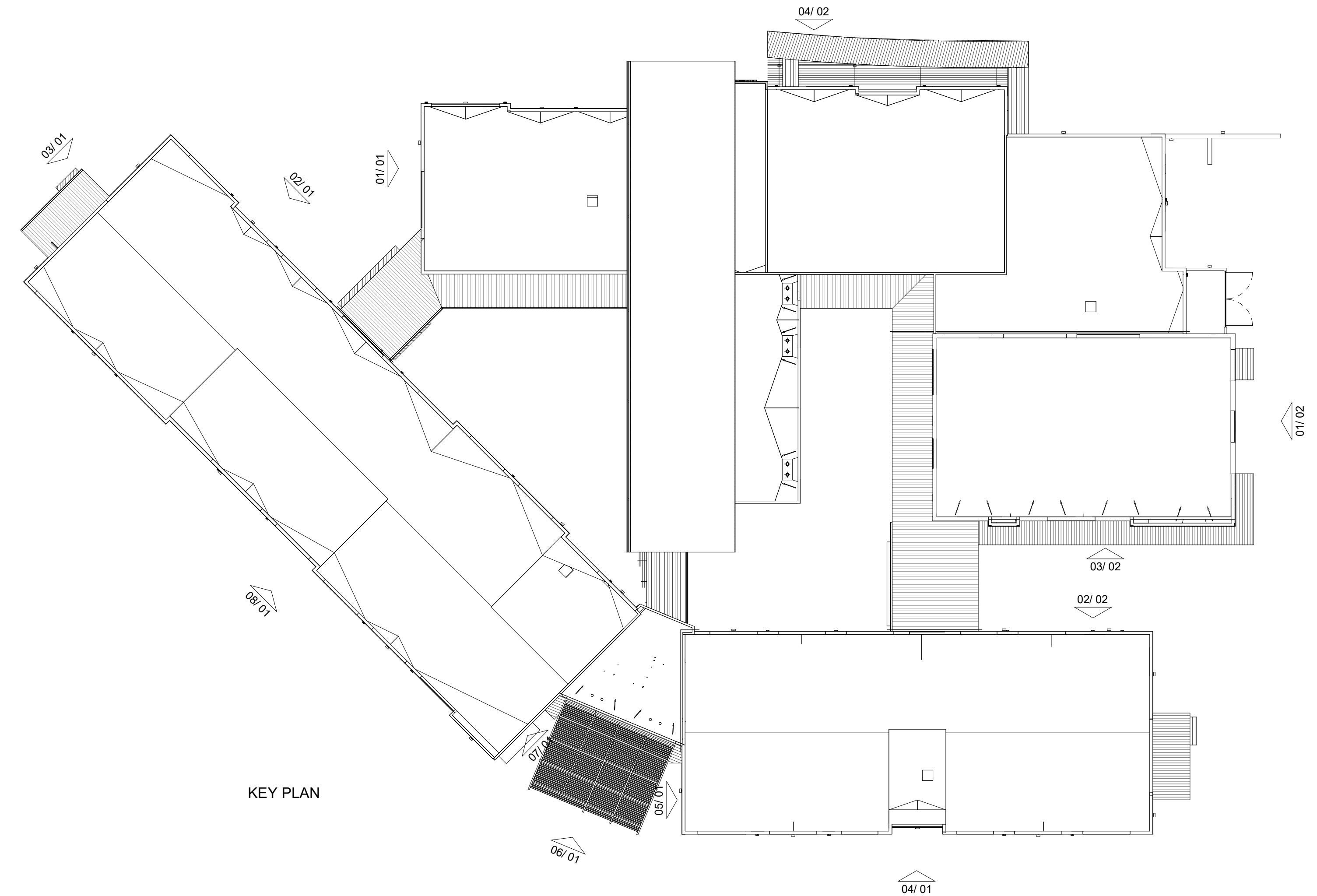
03 EXTERIOR ELEVATION - CR BLOCK NORTH/ EAST
1/16" = 1'-0"



02 Elevation 91 - a
1/16" = 1'-0"



01 EXTERIOR ELEVATION - ADMIN EAST
1/16" = 1'-0"



KEY PLAN

MATERIAL CALCULATION TABLE

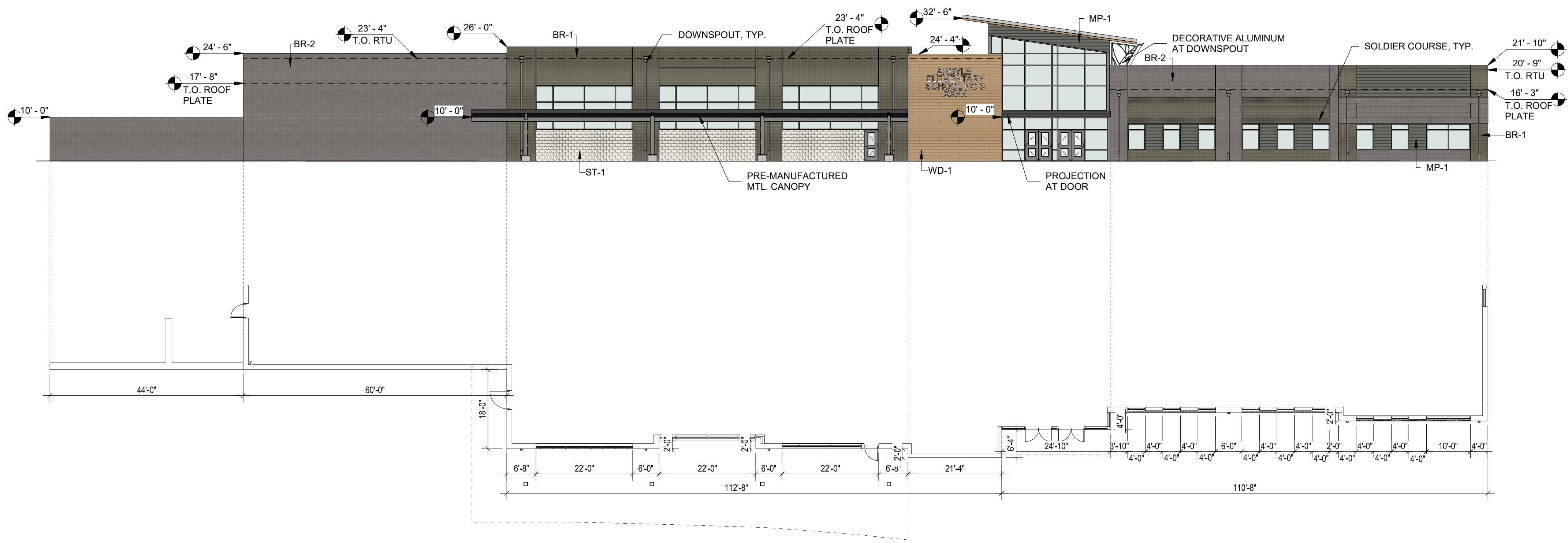
	NORTH	SOUTH	EAST	WEST
TOTAL FACADE SQUARE FOOTAGE	13660 S.F.	12183 S.F.	12694 S.F.	11797 S.F.
FACADE SQUARE FOOTAGE (EXCLUSIVE OF DOORS/WINDOWS)	10881 S.F. 80%	10632 S.F. 87%	10594 S.F. 83%	9975 S.F. 85%
DOORS AND WINDOWS SQ. FT.	2779 S.F. 20%	1551 S.F. 13%	2100 S.F. 17%	1822 S.F. 15%
PRIMARY MASONRY TOTALS (%)	85%	89%	85%	91%
BRICK SQ. FT.	6792 S.F.	5973 S.F.	5718 S.F.	6039 S.F.
STONE SQ. FT.	2451 S.F.	3445 S.F.	3241 S.F.	3041 S.F.
SECONDARY MATERIAL TOTALS (%)	15%	11%	15%	9%
PHENOLIC WOOD PANEL SQ. FT.	535 S.F.	N/A	N/A	N/A
METAL SQ. FT.	1103 S.F.	734 S.F.	1635 S.F.	895 S.F.

MATERIAL TABLE

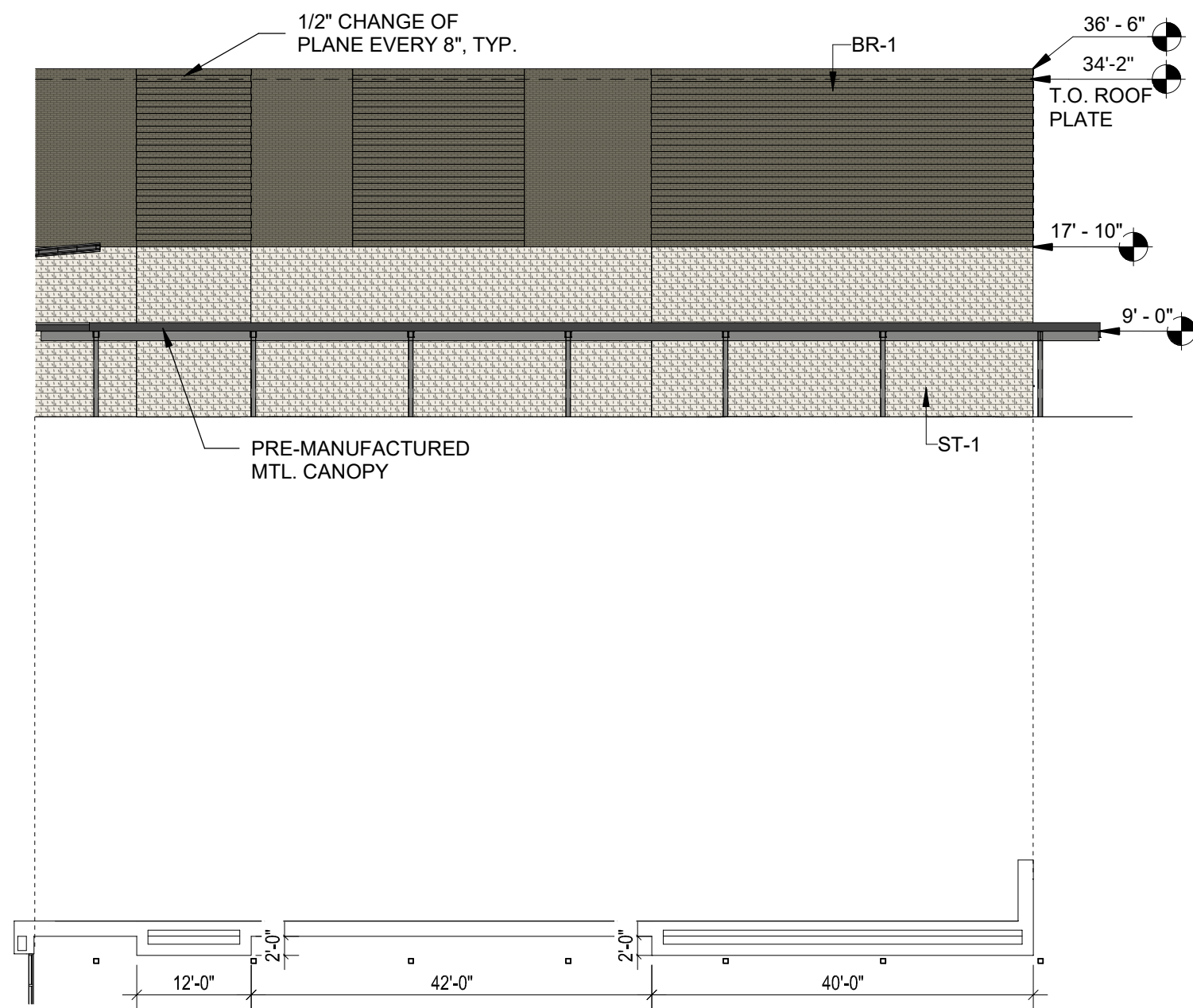
BR-1	BLACKSON BRICK	MANGANESE BROWN VELOUR MODULAR
BR-2	BLACKSON BRICK	SIoux CITY BRICK SANTA FE MODULAR
MP-1	IMETCO	UMBER GLAZE
MTL-1	IMETCO	FLUSH SOFFIT/ DOWNSPOUT: SILVER CLOUD
WD-1	FUNDERMAX	0923 INIGMA
ST-1	BLACKSON BRICK	ANTIQUE WHITE CHOPPED/ WHITE CHOPPED

NOTES:
- THE HEIGHT OF PARAPETS WILL COMPLETELY SCREEN THE MECHANICAL EQUIPMENT
- ANY EXTERNAL ELECTRICAL PANELS WILL BE PAINTED/ TEXTURED TO MATCH THE MATERIAL AND COLOR OF THE BUILDING

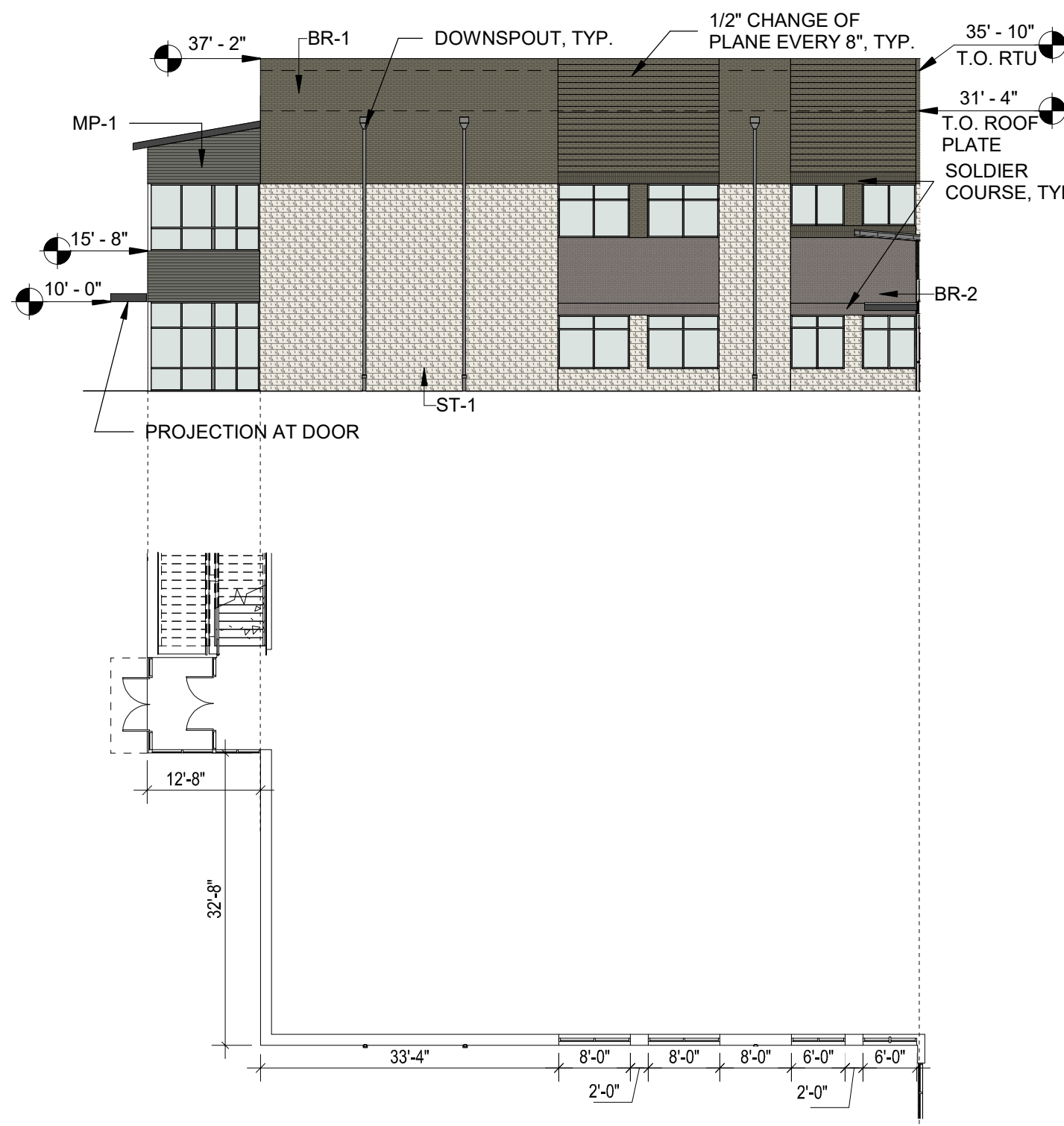




04 NORTH - OVERALL ELEVATION
1/16" = 1'-0"



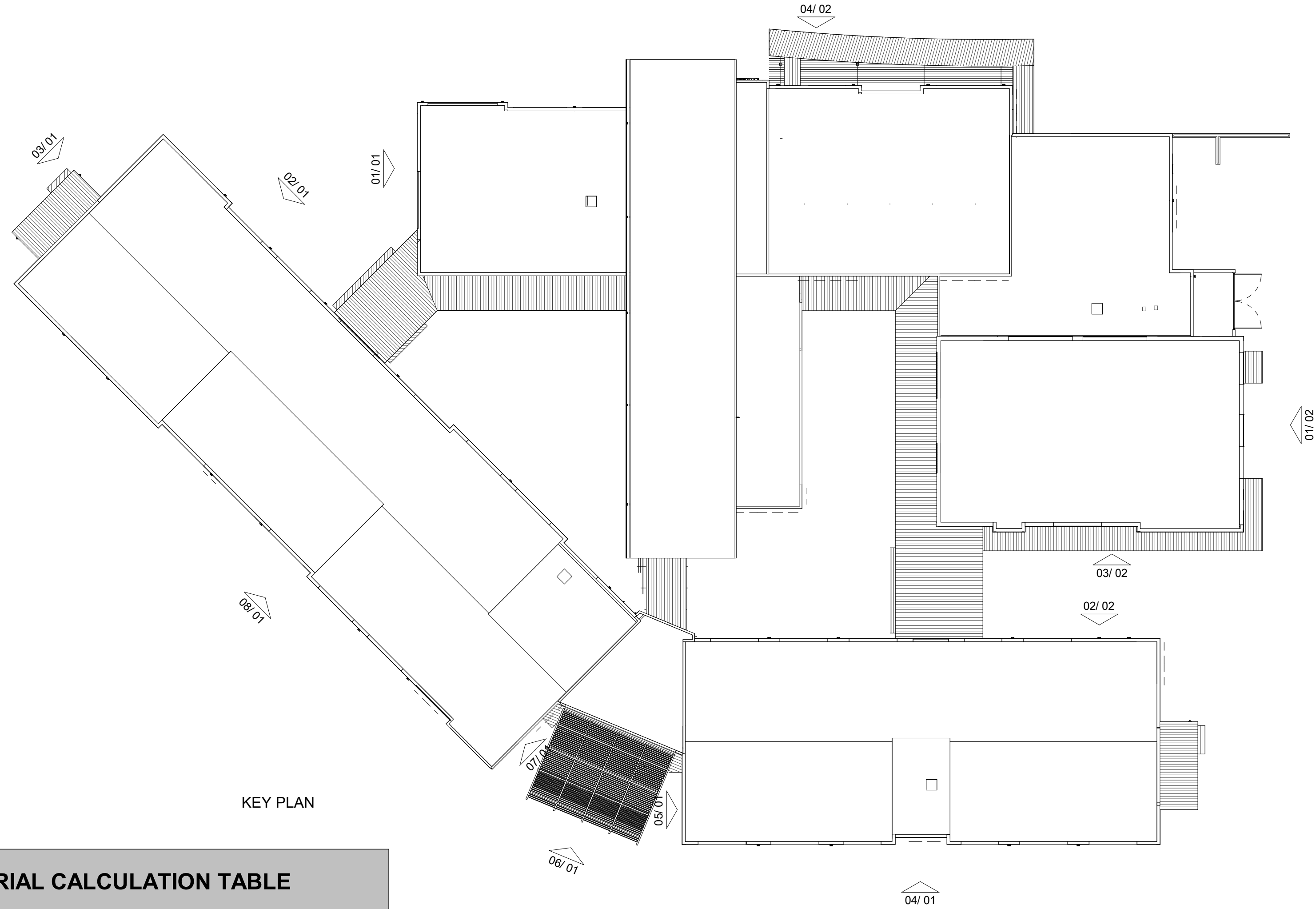
03 EXTERIOR ELEVATION- GYM SOUTH
1/16" = 1'-0"



02 EXTERIOR ELEVATION- CR BLOCK NORTH
1/16" = 1'-0"



01 WEST - OVERALL ELEVATION
1/16" = 1'-0"



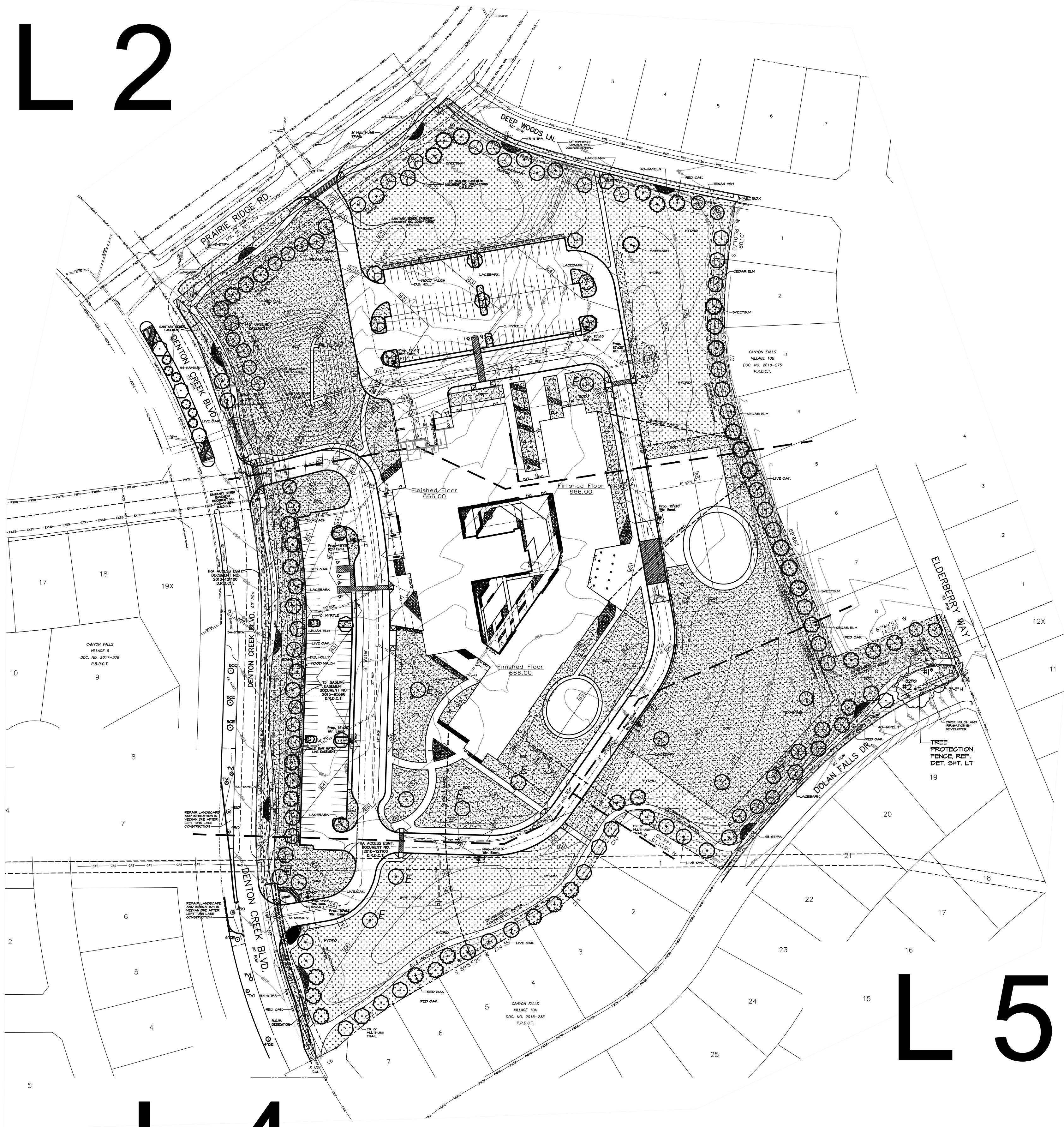
KEY PLAN

MATERIAL CALCULATION TABLE				
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STONE SQ. FT.	2451 S.F.	3445 S.F.	3241 S.F.	3041 S.F.
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PHENOLIC WOOD PANEL SQ. FT.	535 S.F.	N/A	N/A	N/A
METAL SQ. FT.	1103 S.F.	734 S.F.	1635 S.F.	895 S.F.

MATERIAL TABLE		
BR-1	BLACKSON BRICK	MANGANESE BROWN VELOUR MODULAR
BR-2	BLACKSON BRICK	SIoux CITY BRICK SANTA FE MODULAR
MP-1	IMETCO	UMBER GLAZE
MTL-1	IMETCO	FLUSH SOFFIT/ DOWNSPOUT: SILVER CLOUD
WD-1	FUNDERMAX	0923 INIGMA
ST-1	BLACKSON BRICK	ANTIQUE WHITE CHOPPED/ WHITE CHOPPED

NOTES:
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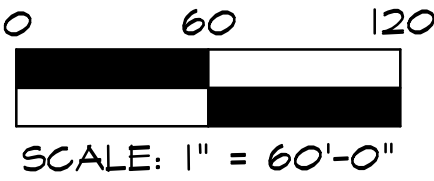
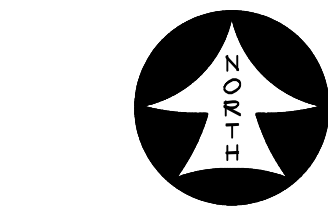


L 2

L 3

L 4

L 5



SCALE: 1" = 60'-0"

RAMSEY LANDSCAPE ARCHITECTS, LLC
11914 WISHING WELL CT.
FRISCO, TEXAS 75035
PHONE (972) 335-0889
FAX (469) 362-5433
EMAIL: MIKE.RLA@ATT.NET

ARGYLE ELEMENTARY
NO.3
OVERALL LANDSCAPE PLAN



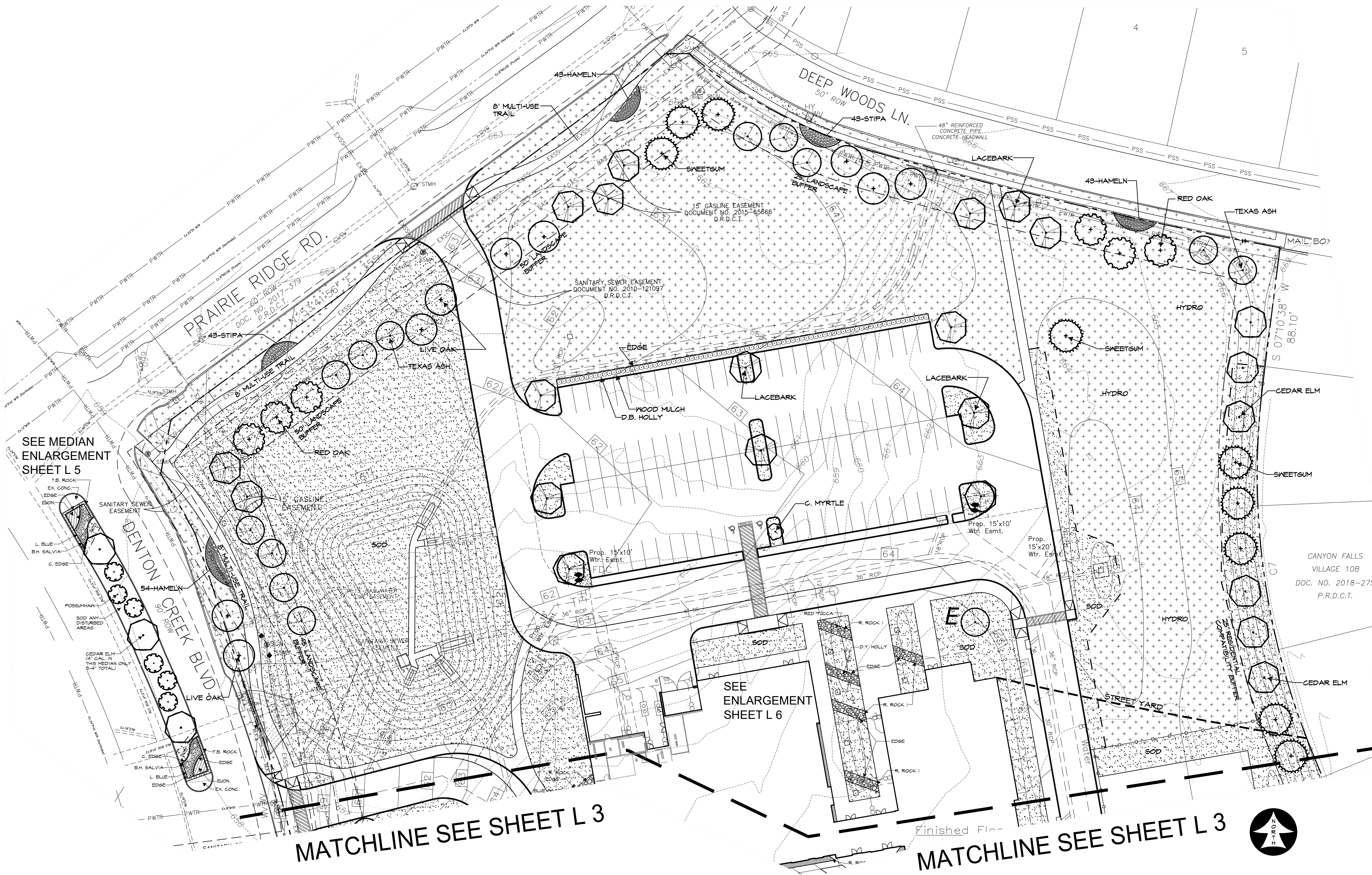
4-28-21

ISSUES/
REVISIONS

DATE: 01/21/2021
SCALE: 1"=60'

SHEET No.

L 1



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ARGYLE ELEMENTARY NO.3 LANDSCAPE PLAN AREA 'A'



ISSUES/
REVISIONS

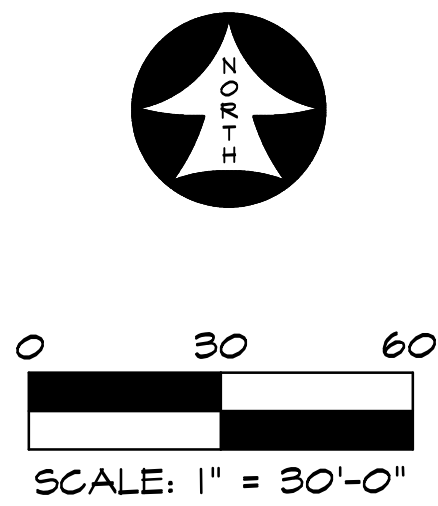
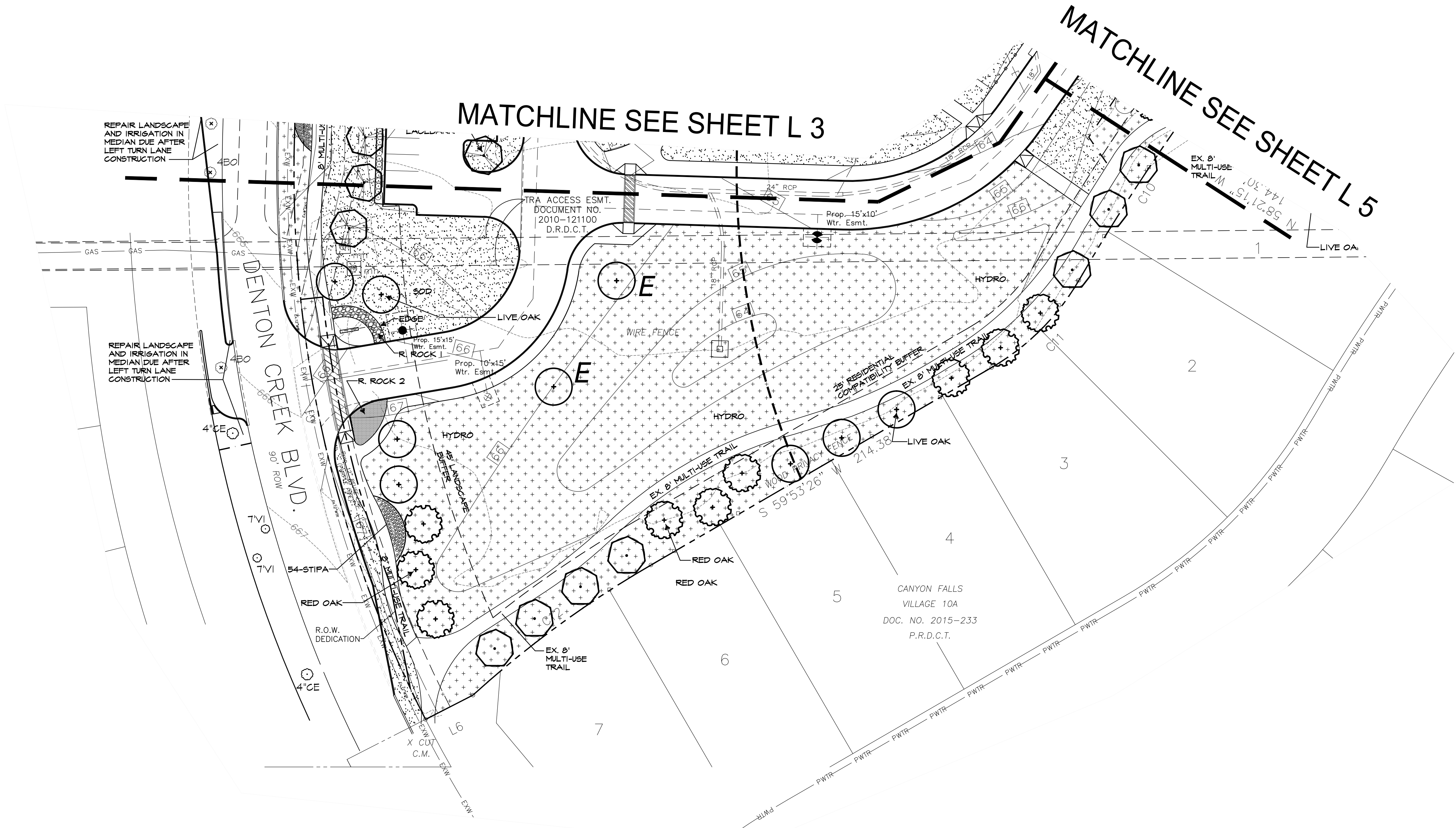
DATE: 01/21/2021
SCALE: 1"=30'

SHEET No.

L 2



L 3



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11914 WISHING WELL CT.
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PHONE (972) 335-0889
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ARGYLE ELEMENTARY NO.3 LANDSCAPE PLAN AREA 'C'

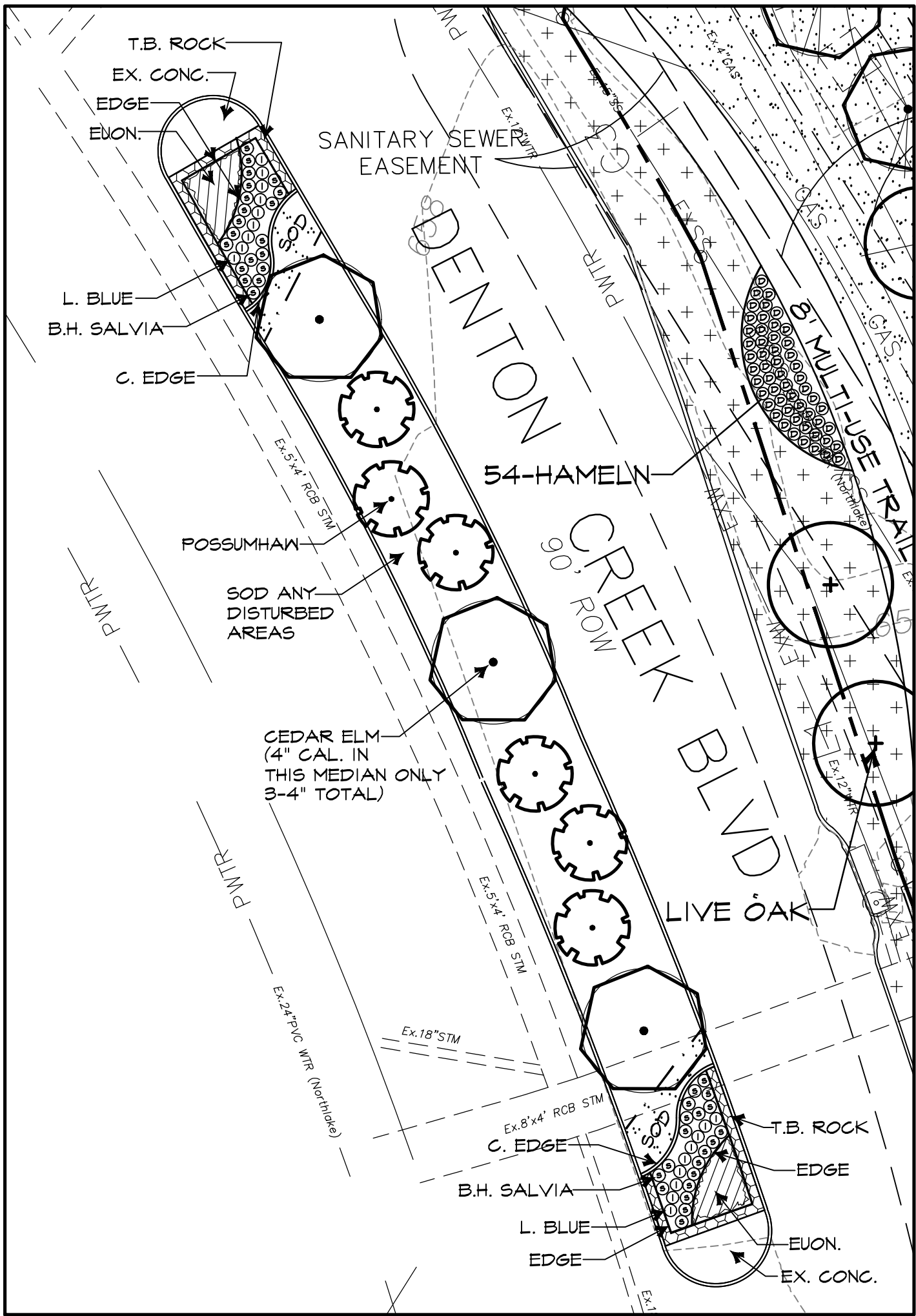


ISSUES/
REVISIONS

DATE: 01/21/2021
SCALE: 1"=30'

SHEET No.

L 4



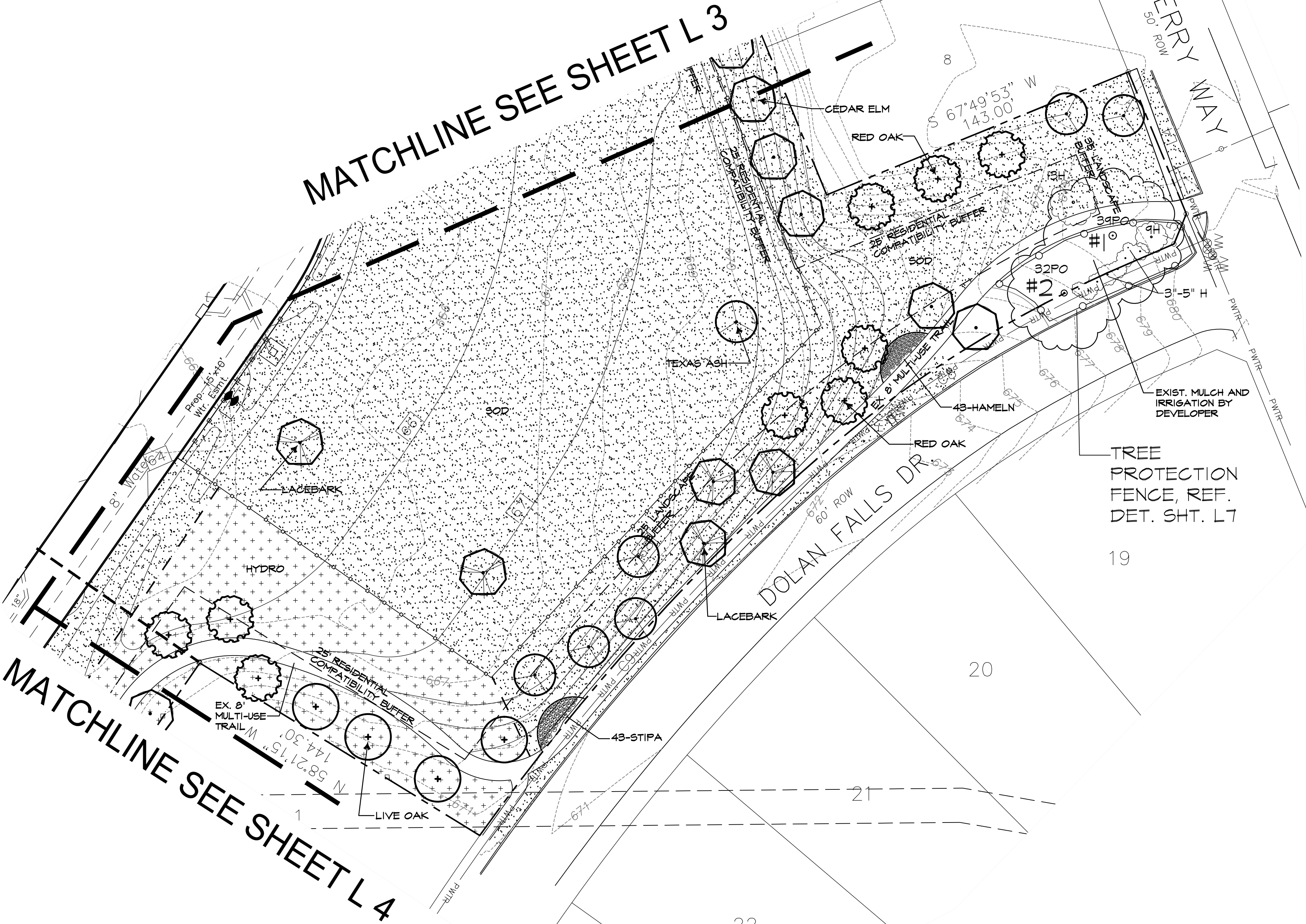
DENTON CREEK BLVD.
MEDIAN PLANTING ENLARGEMENT
SCALE: 1" = 20'-0"



STREET MEDIAN ONLY (NORTH END OF DENTON CREEK BLVD.)

TREES					
QUANTITY	SYMBOL	CALLOUT	COMMON NAME	SCIENTIFIC NAME	SIZE & CONDITION
3		CEDAR ELM	Cedar Elm	Ulmus crassifolia	4" caliper, 12'-14' Ht./ 5'-6' spread, B&B straight trunk full rounded canopy
6		POSSUMHAW	Possumhaw	Ilex decidua	3/4" caliper per trunk, 5 trunk minimum, 6' Ht./4' spread, B&B or container, tree form, limbed to 4'
SHRUBS					
QUANTITY	SYMBOL	CALLOUT	COMMON NAME	SCIENTIFIC NAME	SIZE AND CONDITION
18	①	L. BLUE	Little Bluestem	Schizachyrium scoparium	5 gallon
40	②	B.H. SALVIA	Blue Hill Salvia	Salvia sylvestris 'Blue Hill'	5 gallon
GROUND COVER / VINES					
QUANTITY	SYMBOL	CALLOUT	COMMON NAME	SCIENTIFIC NAME	SIZE AND CONDITION
AS SHOWN		SOD	Common Bermuda Grass	Cynodon dactylon	Hydromulch refer to specifications
AS SHOWN		EVON.	Purple Leaf Winter Creeper	Evonymus fortunei 'Coloratus'	1 gallon pots, 18" o.c.
MISCELLANEOUS					
AS SHOWN		EDGE	L.F. Ryerson steel edge 1/8" x 4" with 12" stakes, green in color		Separate ground cover from shrubs in street median planting
AS SHOWN		T.B. ROCK	Tejas Black rock, 1" nominal size, 18" wide band, 3" depth. Provide weed barrier mat below rock. Separate at bed areas with edging.		PROVIDE SAMPLE FOR APPROVAL PRIOR TO DELIVERY. DEVELOPER TO APPROVE
AS SHOWN		C. EDGE	12" X 12" Concrete curb planter edge. #3 rebar top and bottom, centered, 3" clear.		Install to separate street median bed areas from grass areas

LANDSCAPE CONTRACTOR SHALL VERIFY ALL PLANT QUANTITIES



RAMSEY LANDSCAPE ARCHITECTS, LLC
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FRISCO, TEXAS 75035
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ARGYLE ELEMENTARY
NO.3
LANDSCAPE PLAN AREA 'D'



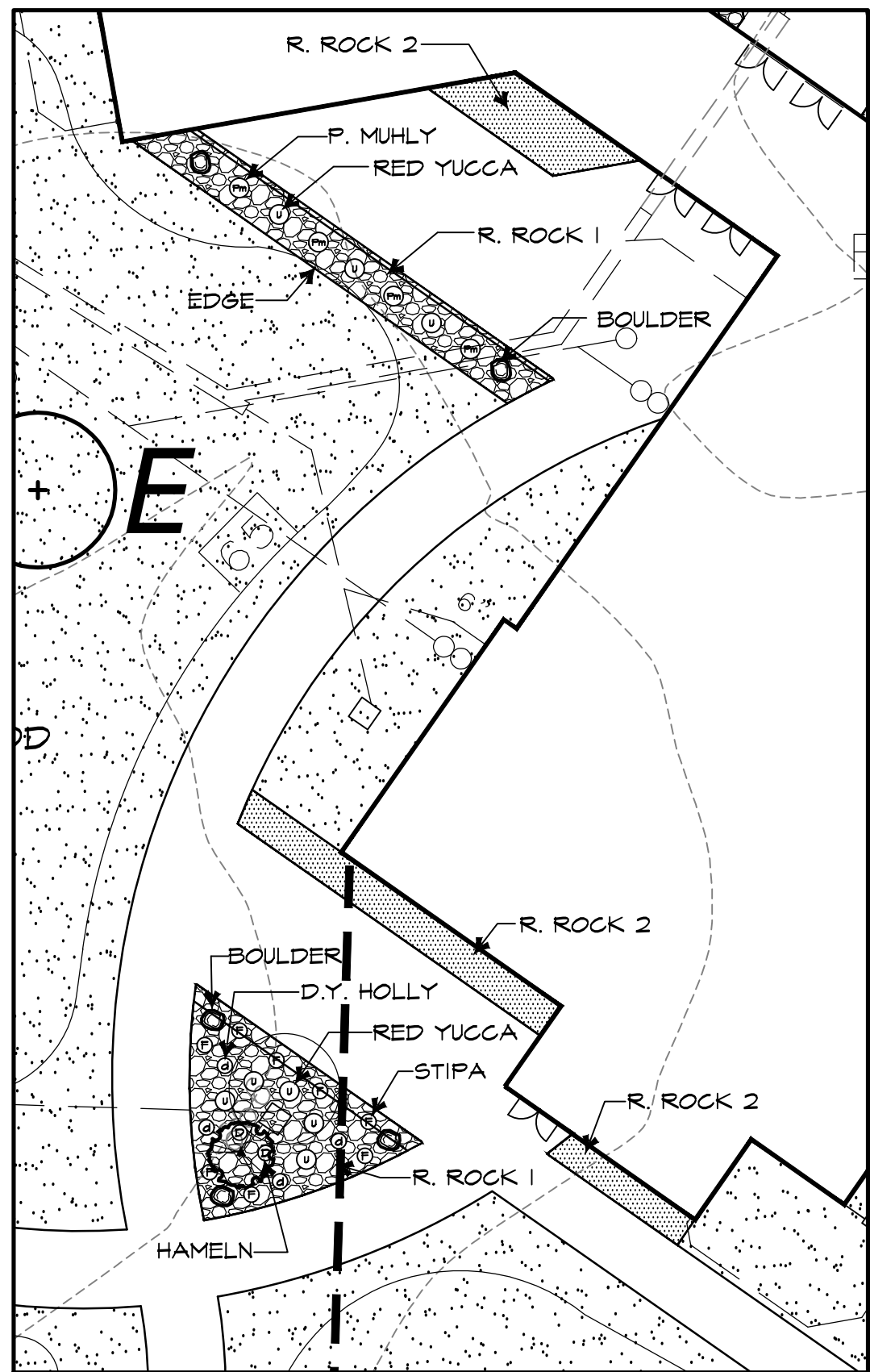
4-28-21

ISSUES/
REVISIONS

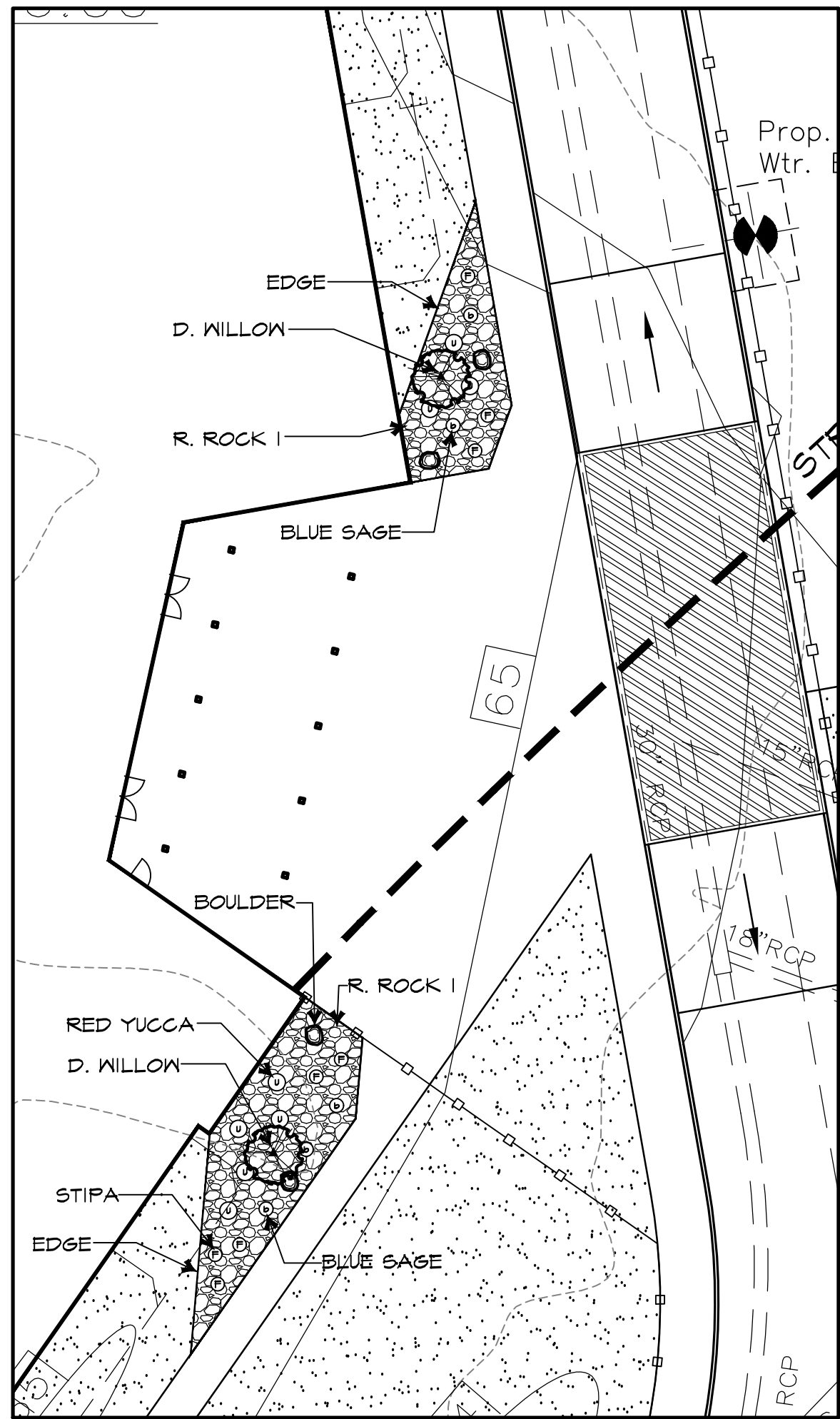
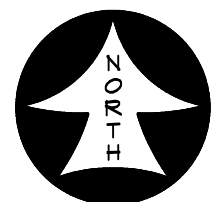
DATE: 01/21/2021
SCALE: 1"=30'

SHEET No.

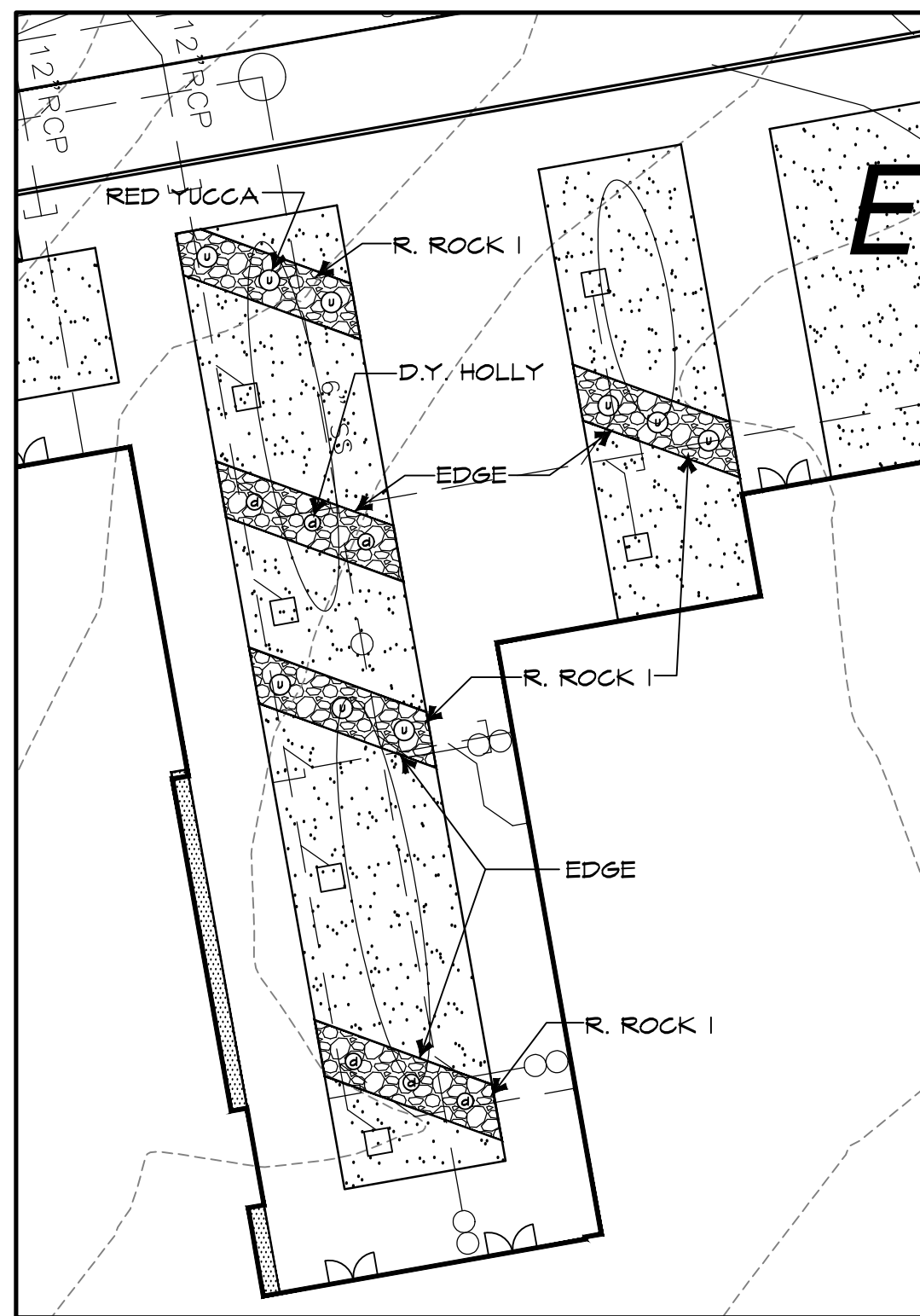
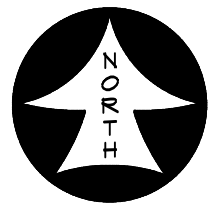
L 5



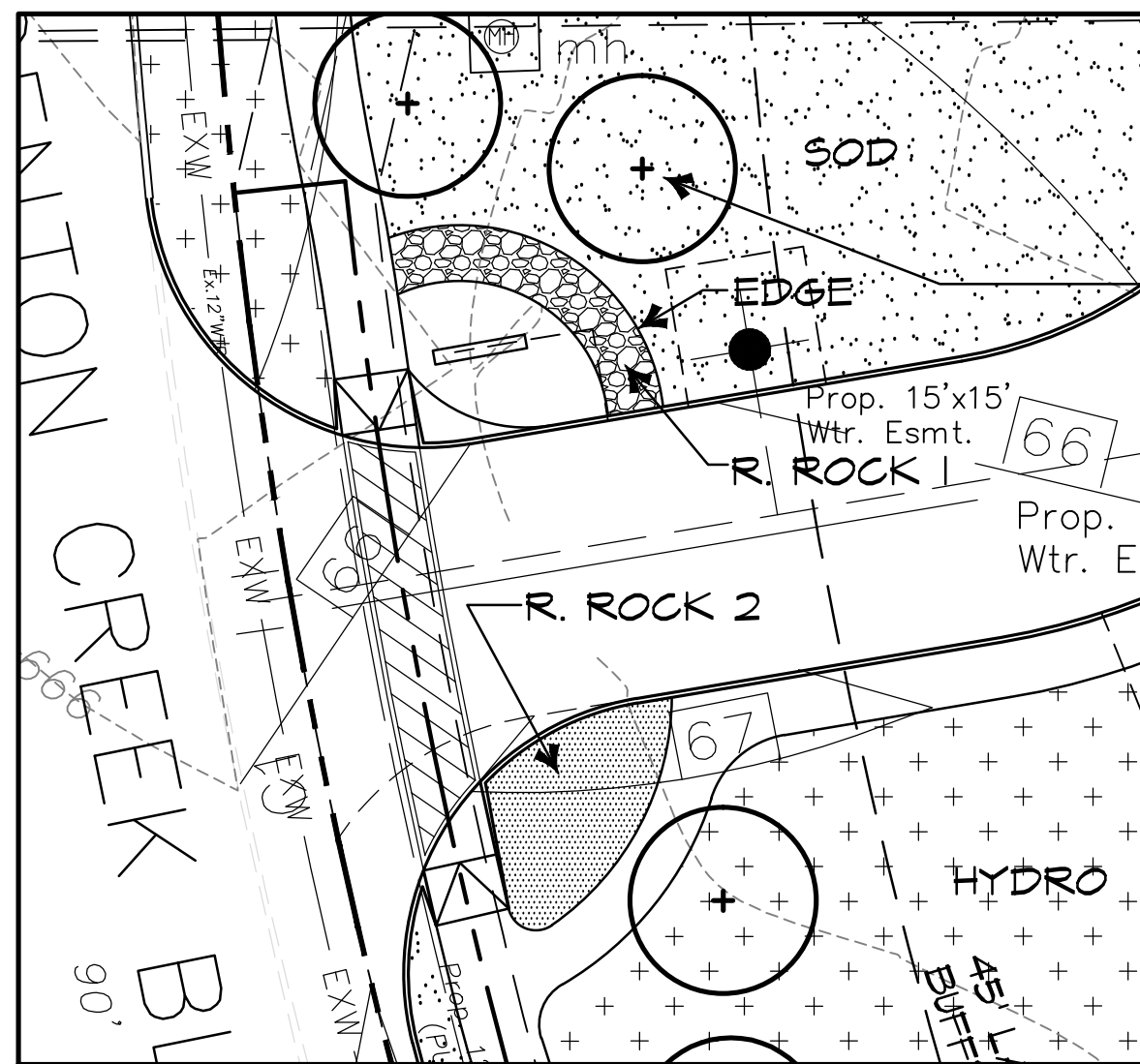
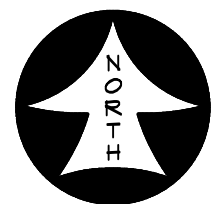
SOUTH ENTRY ENLARGEMENT
SCALE: 1" = 20'-0"



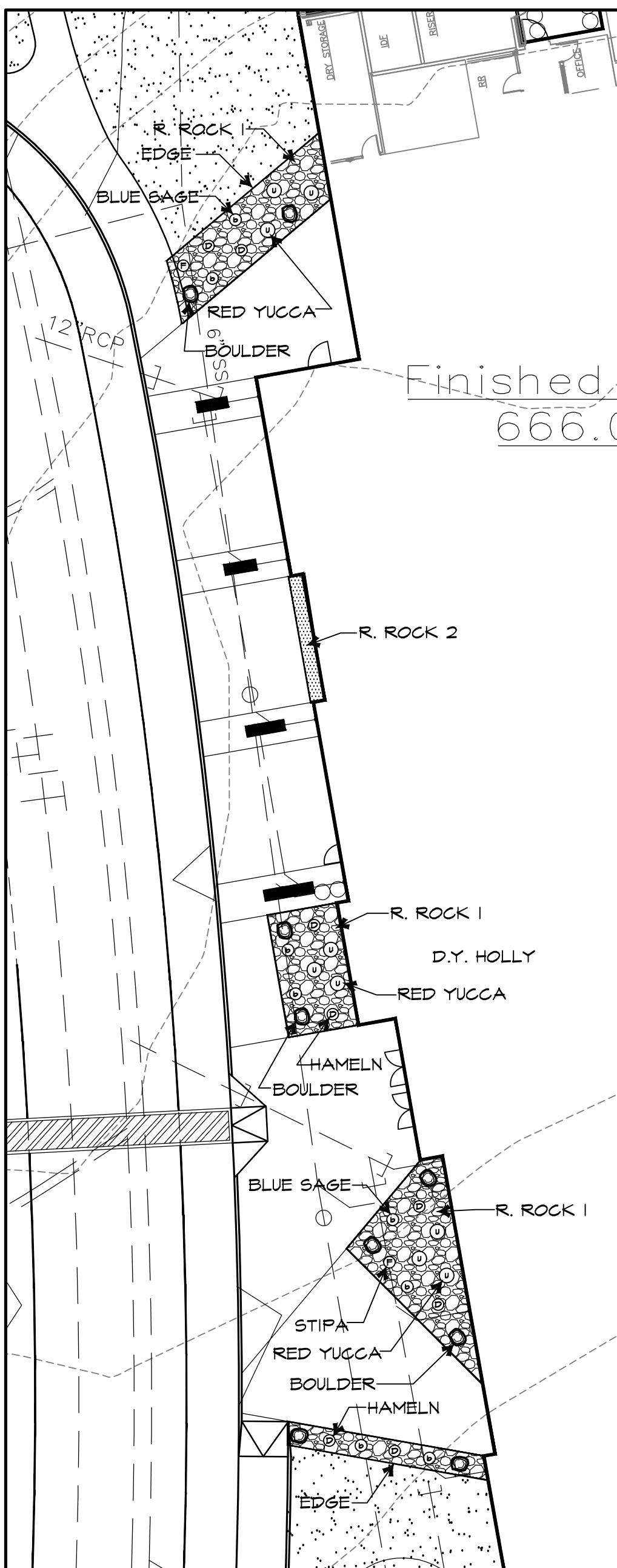
EAST ENTRY ENLARGEMENT
SCALE: 1" = 20'-0"



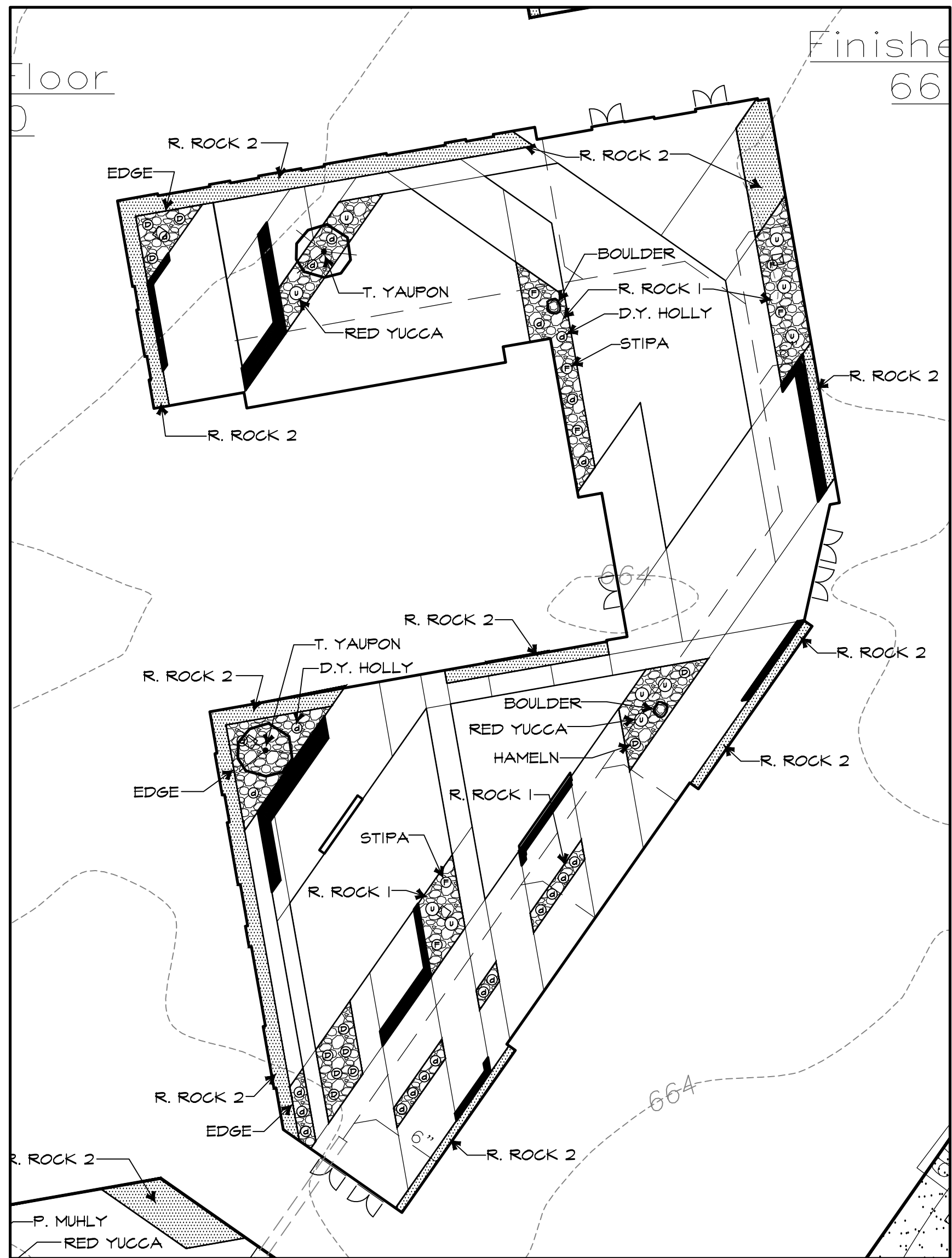
NORTH ENTRY ENLARGEMENT
SCALE: 1" = 20'-0"



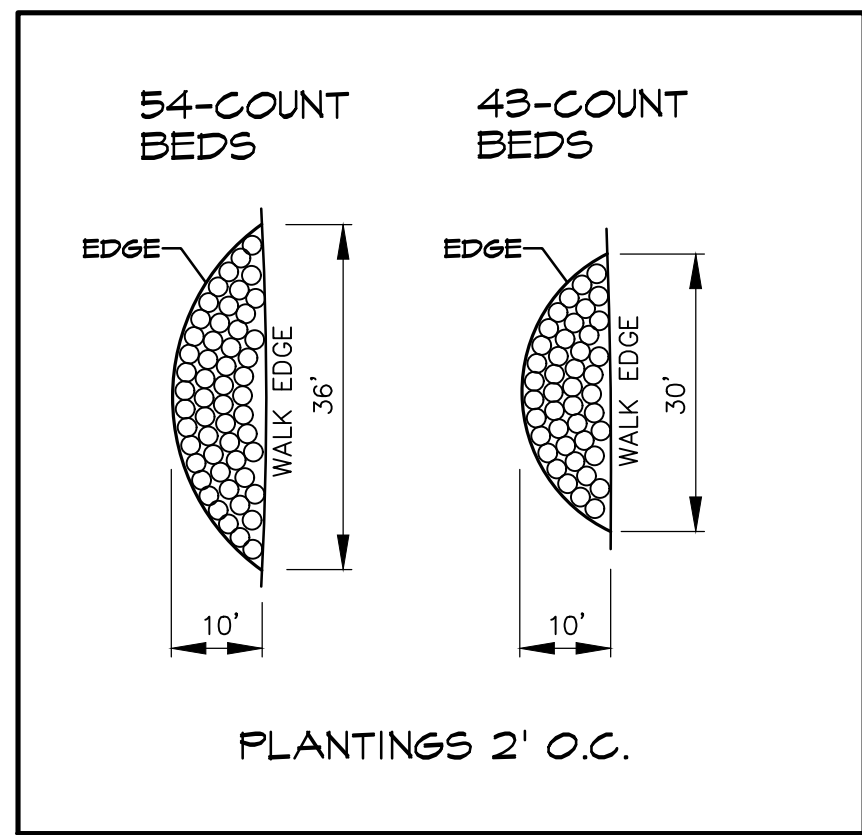
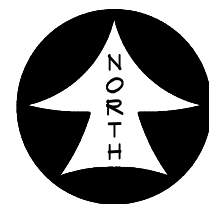
SITE ENTRY AT MONUMENT SIGN
SCALE: 1" = 20'-0"



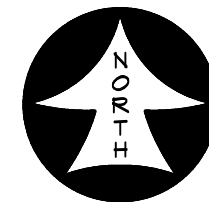
WEST ENTRY ENLARGEMENT
SCALE: 1" = 20'-0"



INTERIOR COURTYARD ENLARGEMENT
SCALE: 1" = 20'-0"



SITE PERIMETER PLANTING BEDS
SCALE: 1" = 20'-0"



RAMSEY LANDSCAPE ARCHITECTS, LLC
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FRISCO, TEXAS 75035
PHONE (972) 335-0889
FAX (469) 362-5433
EMAIL: MIKE@RLA@ATT.NET

ARGYLE ELEMENTARY NO.3 LANDSCAPE ENLARGEMENTS



ISSUES/
REVISIONS

DATE: 01/21/2021
SCALE: AS SHOWN

SHEET No.

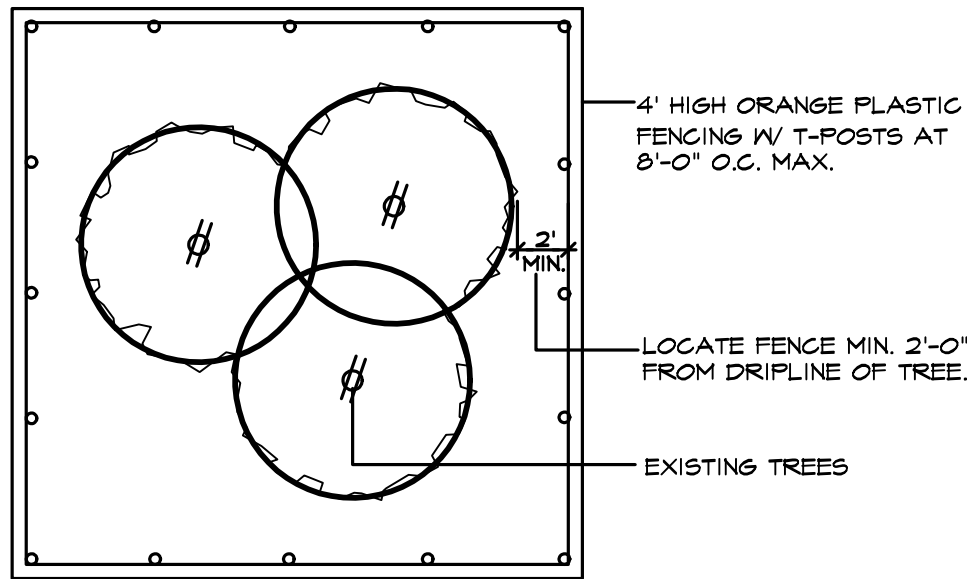
L 6

LANDSCAPE NOTES

LANDSCAPE CONTRACTOR SHALL REPLACE ALL AREAS DISTURBED BY CONSTRUCTION. THE DISTURBED AREAS SHALL BE REPLACED WITH SOD OR HYDRO PER THE SPECIFICAITONS UNLESS NOTED OTHERWISE ON THE PLANS.

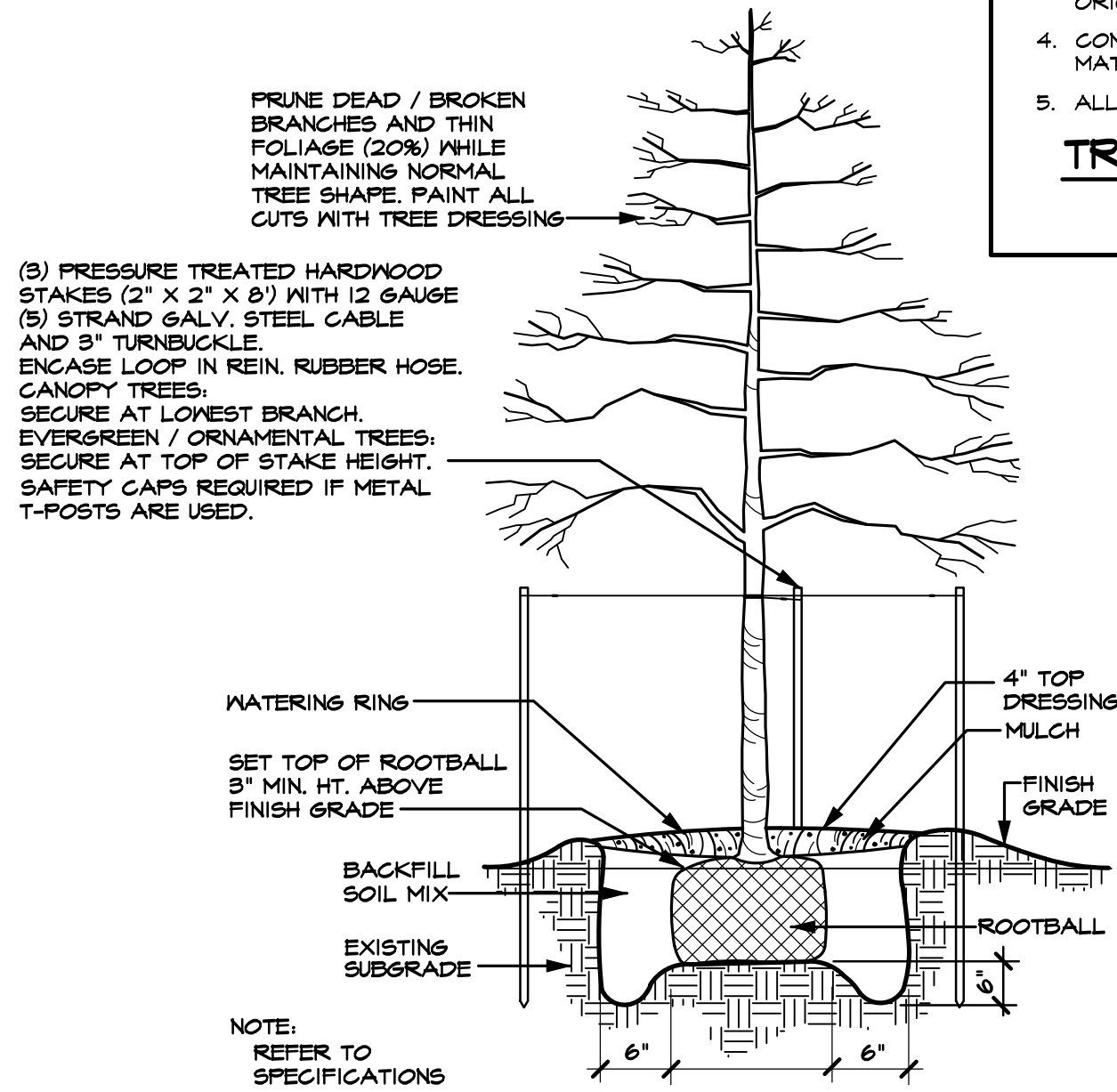
LANDSCAPE CONTRACTOR SHOULD VISIT SITE AND REFERENCE CIVIL ENGINEER'S GRADING PLAN PRIOR TO BIDDING AND COMMENCEMENT OF CONSTRUCTION TO VERIFY AREAS TO BE DISTURBED BY CONSTRUCTION ACTIVITIES.

REFERENCE CIVIL PLANS FOR FINAL GRADING AND UTILITIES.

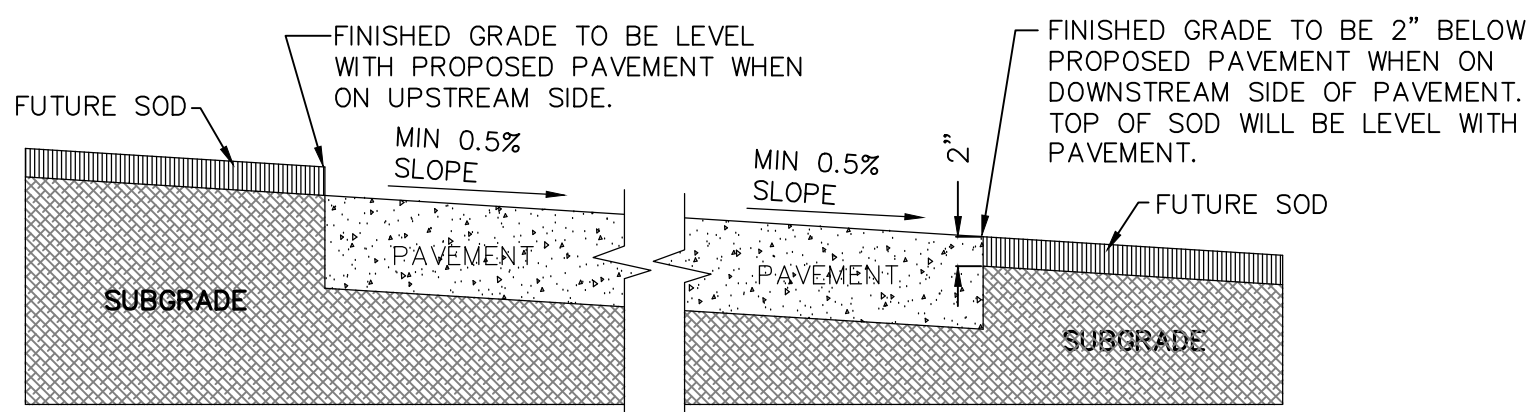


- EXISTING TREES WITHIN CONTRACT LIMITS ARE SHOWN ON THE DRAWINGS. EXISTING TREES DESIGNATED FOR REMOVAL SHALL BE FLAGGED AT THE PROJECT SITE WITH FLAGGING BY THE CONTRACTOR.
- PROTECT ALL INDIVIDUAL TREES OR GROUPS OF TREES TO BE PRESERVED BY ERECTING A BARRIER AROUND EACH TREE OR GROUP OF TREES. INSTALL AND MAINTAIN BARRIER AT TREE DRIPLINE. BARRIERS SHALL REMAIN IN PLACE UNTIL REMOVAL IS NECESSARY.
- IN THE EVENT THAT HEAVY CONSTRUCTION IS SCHEDULED TO OCCUR WITHIN THE DRIPLINE OF AN EXISTING TREE, CONTRACTOR SHALL ERECT A PROTECTION FENCE OUTSIDE THE DRIPLINE UNTIL THIS CONSTRUCTION IS SCHEDULED TO OCCUR. THE PROTECTION FENCE MAY THEN BE ADJUSTED AS REQUIRED TO COMPLETE THE PROPOSED CONSTRUCTION. AFTER CONSTRUCTION IN THIS AREA IS COMPLETED, THE PROTECTION FENCE SHALL BE ADJUSTED TO ITS ORIGINAL LOCATION.
- CONTRACTORS SHALL NOT PARK, CLEAN TOOLS AND EQUIPMENT OR STORE MATERIALS WITHIN THE DRIPLINE OF ANY TREE.
- ALL ROOTS OVER 1" IN DIAMETER SHALL BE CUT CLEAN WITH A HAND SAW.

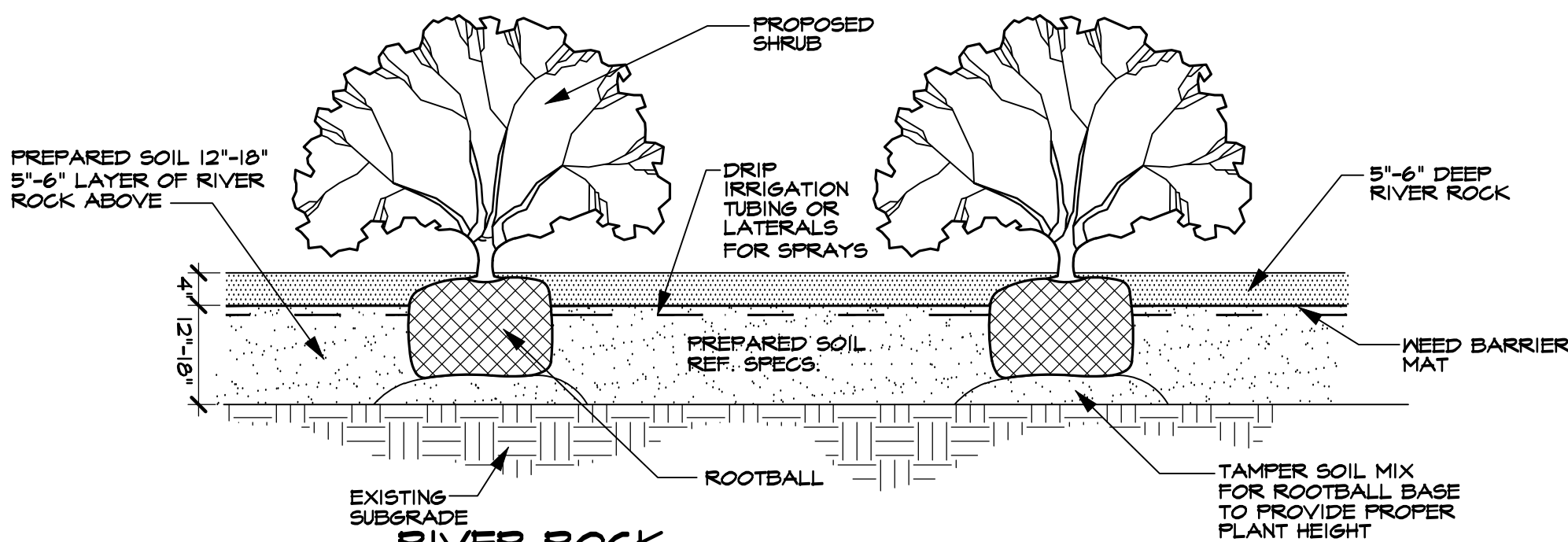
TREE PROTECTION FENCE AND NOTES
SCALE: N.T.S.



TREE PLANTING DETAIL (TYPICAL)
SCALE: N.T.S.



GRADING DETAIL FOR PAVEMENT WITHOUT CURB
SCALE: N.T.S.



RIVER ROCK SHRUB PLANTING DETAIL (TYPICAL)
SCALE: N.T.S.

LANDSCAPE TABULATIONS

STREET YARD LANDSCAPE
20% OF STREET YARD TO BE LANDSCAPED

STREET YARD AREA 540,460 SF
STREET YARD LANDSCAPE REQUIRED (540,460 SF X 20% =) 108,092 SF
STREET YARD LANDSCAPE PROVIDED 210,310 SF

STREET YARD TREES REQUIRED (540,460 SF - 110,000 SF = 430,460 SF / 5,000 SF = 87 + 50 TREES =) 137 TREES
STREET YARD TREES PROVIDED 14 TREES
STREET YARD ONLY (138 PROP., 2 EXIST. =) 140 TREES

STREET BUFFER

25' WIDE BUFFER REQUIRED MINIMUM, 1 TREE PER 30 LF

PRAIRIE RIDGE ROAD - 422 LF 50' BUFFER PROVIDED
STREET BUFFER TREES REQUIRED (422 LF / 30 LF =) 15 TREES
STREET BUFFER TREES PROVIDED (15 PROP.) 15 TREES
DEEP WOODS LANE - 412 LF 25' BUFFER PROVIDED
STREET BUFFER TREES REQUIRED (412 LF / 30 LF =) 14 TREES
STREET BUFFER TREES PROVIDED (14 PROP.) 14 TREES
ELDERBERRY WAY - 78 LF 35' BUFFER PROVIDED
STREET BUFFER TREES REQUIRED (78 LF / 30 LF =) 3 TREES
STREET BUFFER TREES PROVIDED (2 PROP., 1 EXIST.) 3 TREES
DOLAN FALL DRIVE - 413 LF 25' BUFFER PROVIDED
STREET BUFFER TREES REQUIRED (413 LF / 30 LF =) 14 TREES
STREET BUFFER TREES PROVIDED (13 PROP., 1 EXIST.) 14 TREES
DENTON CREEK BOULEVARD - 1,030 LF 45' BUFFER PROVIDED
STREET BUFFER TREES REQUIRED (1,030 LF / 30 LF =) 35 TREES
STREET BUFFER TREES PROVIDED (35 PROP.) 35 TREES

FRONTAGE SHRUBS

10 SHRUBS PER 50 LF

PRAIRIE RIDGE ROAD - 422 LF
STREET BUFFER SHRUBS REQUIRED (422 LF/50 LF=8.4 X 10=84) 84 SHRUBS
STREET BUFFER SHRUBS PROVIDED 86 SHRUBS
DEEP WOODS LANE - 412 LF
STREET BUFFER SHRUBS REQUIRED (412 LF/50 LF= 8.2 X 10=82) 82 SHRUBS
STREET BUFFER SHRUBS PROVIDED 86 SHRUBS
ELDERBERRY WAY - 78 LF
STREET BUFFER SHRUBS REQUIRED (78 LF/50 LF=1.6 X 10=16) 16 SHRUBS
STREET BUFFER SHRUBS PROVIDED (SPREAD OUT OVER OTHER STREETS) 16 SHRUBS
DOLAN FALLS DRIVE - 413 LF
STREET BUFFER SHRUBS REQUIRED (413 LF/50 LF=8.3 X 10=83) 83 SHRUBS
STREET BUFFER SHRUBS PROVIDED 86 SHRUBS
DENTON CREEK BOULEVARD - 1,030 LF
STREET BUFFER SHRUBS REQUIRED (1,030 LF/50 LF=20.6 X 10=206) 206 SHRUBS
STREET BUFFER SHRUBS PROVIDED 216 SHRUBS

PARKING AREA LANDSCAPE

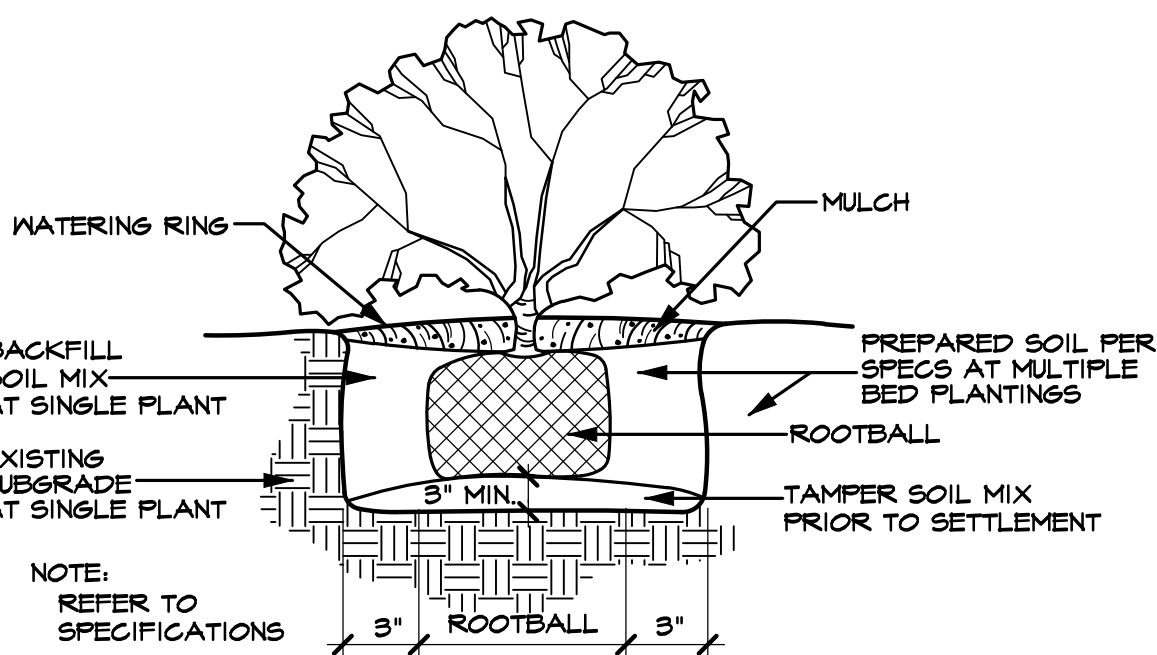
SCHOOL 45 SF PER 12 SPACES, 1 TREE PER 20 SPACES, SPACES 100' OF TREE
TOTAL NEW PARKING SPACES 188 SPACES
PARKING LANDSCAPE REQUIRED 188 / 12 = 15.67 X 45 SF =) 706 SF
PARKING LANDSCAPE AREA PROVIDED 2,215 SF

PARKING TREES REQUIRED (188 SPACES / 20 =) 10 TREES
PARKING TREES PROVIDED 10 TREES

EXCESS PARKING BEYOND 20% OVER MIN. REQ. (1 TREE PER 10 SPACES)
115 SPACES REQ +20% = 138 SPACES, 138 SPACES PROVIDED
EXCESS PKG TREES REQUIRED (188 SPACES - 138 = 50 / 10 =) 5 TREES
EXCESS PARKING TREES PROVIDED E 6 TREES

COMPATIBILITY BUFFER

STANDARDS	S.F.	REQUIRED	PROVIDED
25' COMPATIBILITY BUFFER (EAST PROPERTY LINE)	N/A	25'	25'
1 SHADE TREE PER 800 S.F. OF BUFFER	20,045 S.F.	25 TREES	25 TREES
6' MASONRY WALL	N/A	771 L.F.	EXCEPTION
COMPATIBILITY SETBACK (EAST)	N/A	60'	181'
25' COMPATIBILITY BUFFER (SOUTH PROPERTY LINE)	N/A	25'	25'
1 SHADE TREE PER 800 S.F. OF BUFFER	17,358 S.F.	22 TREES	22 TREES
6' MASONRY WALL	N/A	677 L.F.	EXCEPTION
COMPATIBILITY SETBACK (SOUTH)	N/A	60'	181'



SHRUB PLANTING DETAIL (TYPICAL)
SCALE: N.T.S.

LARGE TREES

QUANTITY	SYMBOL	CALLOUT	COMMON NAME	SCIENTIFIC NAME	SIZE & CONDITION
30		LIVE OAK	Live Oak	Quercus virginiana	3" caliper, 10'-12' Ht./ 4'-5' spread, B&B straight trunk full rounded canopy
30		RED OAK	Shumard Red Oak	Quercus shumardii	3" caliper, 10'-12' Ht./ 4'-5' spread, B&B straight trunk full rounded canopy
29		LACEBARK	Lacebark Elm	Ulmus parvifolia	3" caliper, 10'-12' Ht./ 4'-5' spread, B&B straight trunk full rounded canopy
25		TEXAS ASH	Texas Ash	Fraxinus texensis	3" caliper, 10'-12' Ht./ 4'-5' spread, B&B straight trunk full rounded canopy
23		CEDAR ELM	Cedar Elm	Ulmus crassifolia	3" caliper, 10'-12' Ht./ 4'-5' spread, B&B straight trunk full rounded canopy
13		SWEETGUM	Sweetgum	Liquidambar styraciflua 'Rotundiloba'	3" caliper, 10'-12' Ht./ 4'-5' spread, B&B straight trunk full rounded canopy
3		C. MYRTLE	Red flowering Grape Myrtle	Lagerstroemia indica 'Dynamite'	1" caliper per trunk, 5 trunk minimum, 8' Ht./5' spread, B&B
3		D. WILLOW	Desert Willow	Chilopsis linearis	4'-5' ht, 3'-4' spread, container
2		T. YAUPON	Yaupon Holly	Ilex vomitoria	3/4" caliper per trunk, 5 trunk min., 8' Ht./4' spread, container, Female - heavy berried tree form, limited to 4'

SHRUBS

QUANTITY	SYMBOL	CALLOUT	COMMON NAME	SCIENTIFIC NAME	SIZE AND CONDITION
224		D.B. HOLLY	Dwarf Burford Holly	Ilex cornuta 'Nana'	30" Ht./14" spread, bushy, full to ground
261		STIPA	Mexican Feathergrass	Stipa tenuissima	5 gallon
258		HAMELN	Hameln Grass	Pennisetum alopecuroides	5 gallon
33		D.Y. HOLLY	Dwarf Yaupon Holly	Ilex vomitoria 'Nana'	5 gallon, 16" Ht./14" spread, bushy, full to ground
44		RED YUCCA	Brakelights Red Yucca	Hesperaloe parviflora 'Perla Patent #21,724'	5 gallon
4		P. MUHLY	Pink Muhly Grass	Muhlenbergia capillaris	5 gallon
13		BLUE SAGE	Mealy Blue Sage	Salvia Farinacea	1 gallon

GROUNDCOVER / VINES

QUANTITY	SYMBOL	CALLOUT	COMMON NAME	SCIENTIFIC NAME	SIZE AND CONDITION
AS SHOWN		HYDRO	Common Bermuda Grass	Cynodon dactylon	Solid Rolled Sod refer to specifications
AS SHOWN		SOD	Common Bermuda Grass	Cynodon dactylon	Hydromulch refer to specifications

MISCELLANEOUS

AS SHOWN		EDGE	L.F. Ryerson steel edge 1/8" x 4" with 12" stakes, green in color	Separate all beds and river rock from all grass areas and different rock types.
AS SHOWN		R. ROCK 1	3"-4" size native blend river rock, 5'-6" deep. Provide weed barrier mat below rock. Separate at grass/bed areas with edging.	PROVIDE SAMPLE FOR APPROVAL PRIOR TO DELIVERY
AS SHOWN		R. ROCK 2	3"-4" size mexican beach pebble river rock, 5'-6" deep. Provide weed barrier mat below rock. Separate at grass/bed areas with edging.	PROVIDE SAMPLE FOR APPROVAL PRIOR TO DELIVERY
20		BOULDER	400 to 600 pounds each BROWN MOSS BOULDERS	

LANDSCAPE CONTRACTOR SHALL VERIFY ALL PLANT QUANTITIES

RAMSEY LANDSCAPE ARCHITECTS, LLC

11914 WISHING WELL CT.
FRISCO, TEXAS 75035
PHONE (972) 335-0889
FAX (469) 362-5433
EMAIL: MIKE.RLA@ATT.NET

ARGYLE ELEMENTARY

NO.3

LANDSCAPE DETAILS



4-28-21

ISSUES/

REVISIONS

DATE: 01/21/2021

SCALE: AS SHOWN

SHEET No.

L 7



TOWN COUNCIL AGENDA ITEM NO. 13 REGULAR ITEM

DATE: May 17, 2021

FROM: Poornima Kashyap, Principal Planner

ITEM: **Public Hearing to consider a Site Plan (SP21-0001 – Lakeside Center) with a request for an exception to ‘Underground Utilities’ pursuant to Section 82-377, Exceptions, of the Code of Ordinances. 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 6 to 0 at its May 10, 2021 meeting.*)**



SUMMARY DATA:

- Lot Size – 4.135 acres
- Lot designation: open space lot
- SMARTGrowth – N/A
- Traffic Analysis – N/A
- Exceptions – Request to allow an existing power pole and approximately 166 liner feet of overhead power lines to remain above ground on the subject property.
- Incentives – There are no incentives associated with this request.

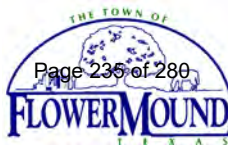
BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report

LEGAL REVIEW: N/A

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



PLANNING AND ZONING COMMISSION

AGENDA ITEM NO: 5

REGULAR ITEM

DATE: May 10, 2021

FROM: Poornima Kashyap, Principal Planner

ITEM: Public Hearing to consider a Site Plan (SP21-0001 – Lakeside Center) with a request for an exception to 'Underground Utilities' pursuant to Section 82-377, Exceptions, of the Code of Ordinances. The property is generally located south of Lakeside Parkway along and between Long Prairie Road and Northwood Drive.

I. ITEM SUMMARY

This application has been reviewed by DRC and determined to be ready for consideration by the Planning and Zoning Commission. There is an exception request to the Town's regulation which necessitate special consideration by the Commission (see Analysis below).

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of the application is to request an exception to allow an existing power pole to remain on the subject property. The utility providers have a blanket easement along the southern property line of the Lakeside Center development and along the northern property line of the Mobile Home Park subdivision located to the south of this development. Due to this blanket easement, the power poles and lines straddle the property lines, and as a result, one of the poles that serves the Mobile Home Park is located within the open space lot within the Lakeside Center development.

Underground Utilities:

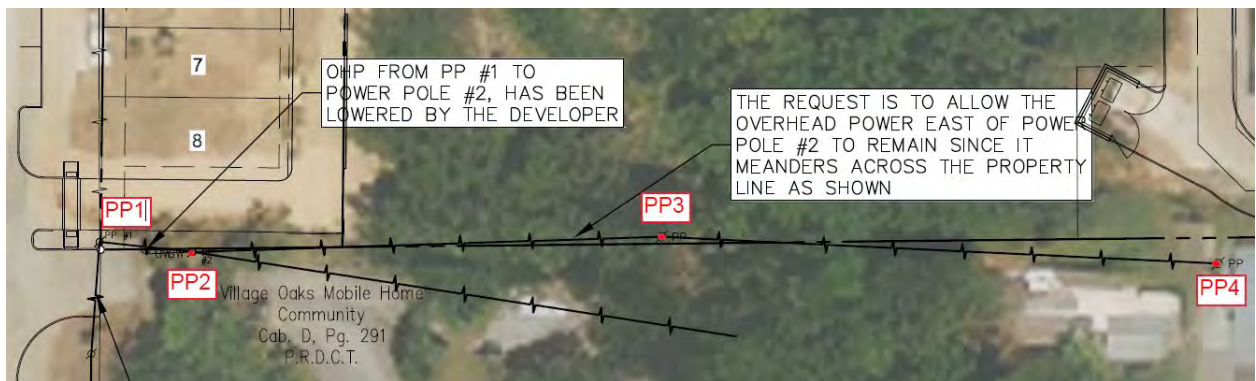
Section 82-377 of the Town's Code of Ordinances outlines the application requirements in order to request this exception.

Sec. 82-377. - Exceptions.

1. The developer may request an exception to the standards contained in this section subject to the following conditions:
 - a. Requests for an exception must be made in writing and detail the reasons for the exception.
 - b. The developer shall prepare exhibits that illustrate the impact of granting versus not granting the exception. Such exhibits shall include plan view and perspective drawings. The town manager, or their designee, may require additional exhibits or drawings that help illustrate the impact of the request.

- c. The town council, after a public hearing and upon receiving a recommendation by the planning and zoning commission, may grant an exception. However, town council may require additional development standards in consideration of the exception to mitigate the visual impact of overhead utilities. Additional development standards may include, but are not limited to, the installation of Additional Landscaping; relocation of the overhead utility poles and lines internal to the site in order to reduce visibility along roadways; and screening of associated equipment such as substations, switches, meters, and transformers

As required by the 'Underground Utilities' ordinance, the developer has removed the poles and placed approximately 505 linear feet of overhead power lines along Northwood Drive underground. The overhead power lines from the Lakeside Center property continue in southward and eastward directions to serve the Mobile Home Park property located to the south of Lakeside Center. In the screenshot below, Power Pole 1 (PP1) and PP3 are located on the Lakeside Center property, while PP2 and PP4 are located on the adjacent property. The developer has removed PP1 and the lines running between PP1 to PP2. The developer is requesting an exception to allow PP3 and approximately 162 linear feet of lines between PP2 and PP4 to remain on the subject property.



The developer has provided site exhibit and photographs of the pole and area around it to illustrate that PP3 is surrounded by existing trees and is not visible from Northwood Drive or the Lakeside Center residential development. PP3 is located within an open space lot which contains a creek and is heavily vegetated.

The developer has also provided quotes stating the relocation costs and utility relocation plans from Spectrum and CoServ. Both plans indicate the need to bore under the creek and trees to run their cables in a new conduit between the two poles PP2 and PP4 located on the Mobile Home Park property. In addition to placing conduits underground between the PP2 and PP4, the plan also indicates placements of transformers and pedestals to support the new lines. The applicant has indicated in the letter of intent that removal of existing trees would be necessary in order to place new conduit between the poles.

On February 4, 2019, Town Council approved a rezoning request (ZPD18-0009 – Lakeside Center) to create PD-169 with residential and non-residential. The area of the entire PD is approximately 10 acres containing 5.309 acres of non-residential

development, 0.621 acres of residential development and approximately 4.135 acres of open space area.

III. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent

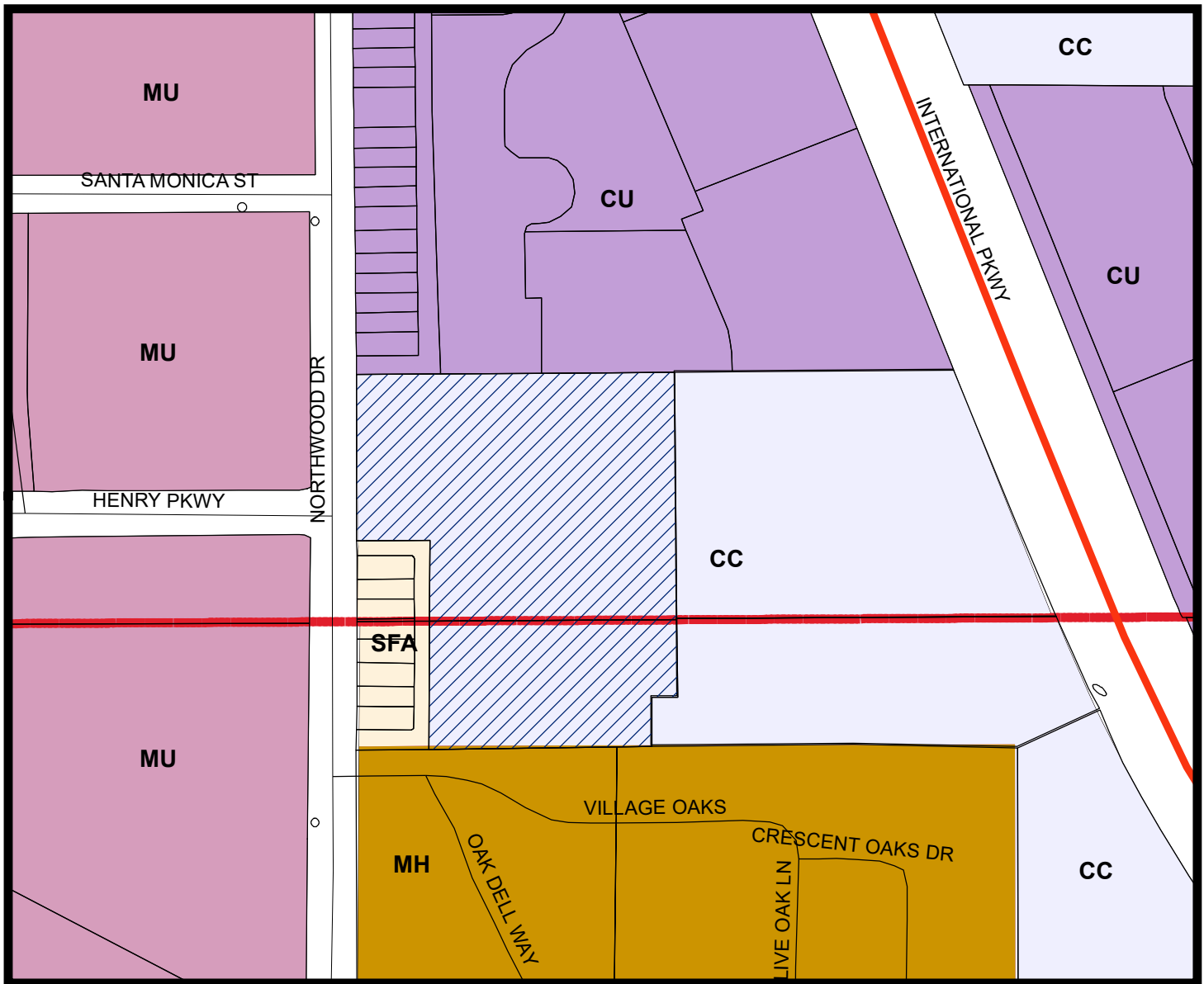
B. Application Details

1. Site Exhibit
2. Site Photographs
3. Spectrum and CoServ Supporting Documentation

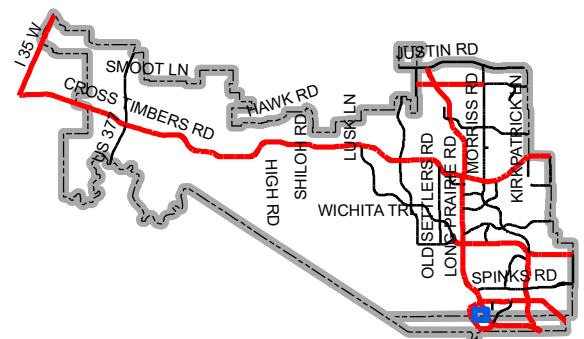
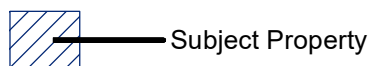
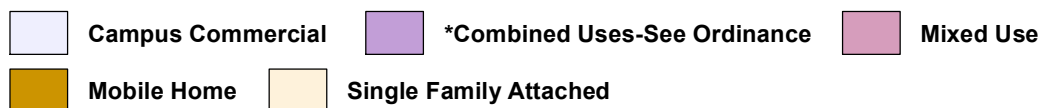


Vicinity Map

Reference Project: SP21-0001



LEGEND



Map Location



May 6, 2021

Principal Planner, Planning Services Division
Town of Flower Mound
2121 Cross Timbers Road

RE: Intent of Overhead Utility Exception

Flower Mound Planning Department:

FM 2499 Office Venture, LP, owner of the subject property, is requesting an amendment of the site plan to allow for an overhead utility exception. The pole in question is positioned within a thick grove of trees near a creek and not visible from any public ROW. Attempting to get equipment near the electric pole would be extremely damaging to the vegetation and require the removal of several large trees. This relocation is cost-prohibitive and aesthetically damaging for our project. We have previously relocated the visible overhead lines that ran across the front of the property along Northwood Drive to enhance the curb appeal of the property.

More significantly, none of the overhead lines connected to the subject pole serve our property nor are they transmission lines providing service to the general public. Rather, these lines strictly exist to serve the property to the south of us, and we don't believe our project should have to bear the cost to relocate their overhead electric service because a portion of it happens to cross over on to our property. When the neighboring property gets re-developed, all overhead lines, including the portion crossing over onto our property, will likely come down and that property will be served with an all-underground electric infrastructure system.

You may ask how this pole ended up on our property if it strictly serves the neighboring property. The reason is because CoServ has a fifty-year-old blanket easement covering both properties, so they did not have to be precise on each poles' location; however, all overhead cable and electric lines that serve our property have been relocated below ground.

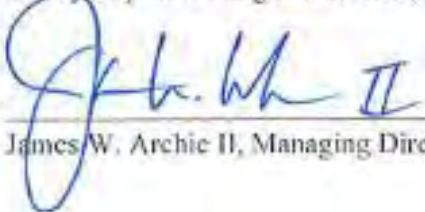
Thank you for considering this amended site plan request.

Signed,

FM 2499 OFFICE VENTURE, LP

By: RCM Genpar 2015, LLC, its general partner

By: Realty Capital Management, LLC, its sole member

By: 
James W. Archie II, Managing Director



File: Z:\2018\18164\Drawings\PP & Const Plans\Sheet Set\18164A\18164A PP EXH
Plotted: 4/5/2021 12:19 PM, by Minnis, Scott; Saved: 4/5/2021 12:18 PM, by sminnis

GENERAL NOTES

1. THE POWER POLE 1 IS LOCATED WITHIN THE RIGHT-OF-WAY OF NORTHWOOD DRIVE.
2. THE POWER POLE SOUTH OF VILLAGE OAKS DRIVE IS WITHIN THE RIGHT-OF-WAY OF NORTHWOOD DRIVE.
3. POWER POLE #2 IS ON THE VILLAGE OAKS MOBILE HOME COMMUNITY PROPERTY



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

201 Country View Drive
Roanoke, Texas 76262
940. 240. 1012

TBPE: 19762 TBPLS: 10194440
www.gacon.com
www.mcadamsco.com



Adjacent Property – Overhead electric and cable wires exclusively serve this community. Two of the three poles on adjacent property.



Westernmost Pole on Adjacent Property – Pole Transformer and cable lines exclusively serve adjacent property.



Middle of Three Utility Poles – Utility Pole is on Subject Property within heavily treed, vegetated, and zoning-protected open space.



Middle of Three Utility Poles – Utility Pole is on Subject Property within heavily treed, vegetated, and zoning-protected open space.



Creek running down middle of open space that electric and cable lines would need to run below.



Easternmost Pole on Adjacent Property. Pole Transformer exclusively serves adjacent property.



Photo of open space separating townhome lots from office building. Utility lines travel through heavily treed and vegetated open space.

Origination Date: 2/16/2021

Start Date:

Completion Date:

NODE: 3820

PROJECT INFORMATION

Location Name: NTX Dallas Invoice #

Activity Name: Forced Relocation

Project Name: FR Northwood DR OH to UG PH2 Job/ PRISM #: 2707922

Line of Business: 408 - Forced Relocations Project Driver: Replacement - Identified

Project Type: Forced Relocation BW/Fiber Activity: Other

PA Type: New Existing Bandwidth: N/A

Category: Forced Plant Relo

<u>BU</u>	<u>Project #</u>	<u>ID</u>	<u>OU</u>	<u>BS</u>	<u>Product</u>	<u>FA</u>	<u>Res Cat</u>	<u>Sub Cat</u>
14900	#N/A		5105	###	n/a	601	#REF!	Multiple

Project Scope

Charter Spectrum will require 45-90 days to complete utility relocations once power is 100% complete and/or all the conduit is in place, if not being placed by TWC contractor, regardless of the requestor's contractual obligations to their customer. All conduit placed by the requestor must be accepted by TWC Coordinator before relocation can begin. Changes in design from the power company or the developer will result in a delay of completion of TWC's relocate. Unless otherwise noted or agreed upon in advance, no relocation efforts will commence until the requestor has remitted payment in advance for said relocations upon invoicing.

Please reference the Job/PRISM# above on your payment.

TOTALS

Total Labor \$ 25,454.50

Total Material \$ 1,298.37

GRAND TOTAL \$ 26,752.87

APPROVALS

Requested By:

Name: Matthew Bossart

Title: Forced Relo Coordinator

Phone: (972)670-1222

Signature: Matthew Bossart

Date

2/16/2021

Client Approved By:

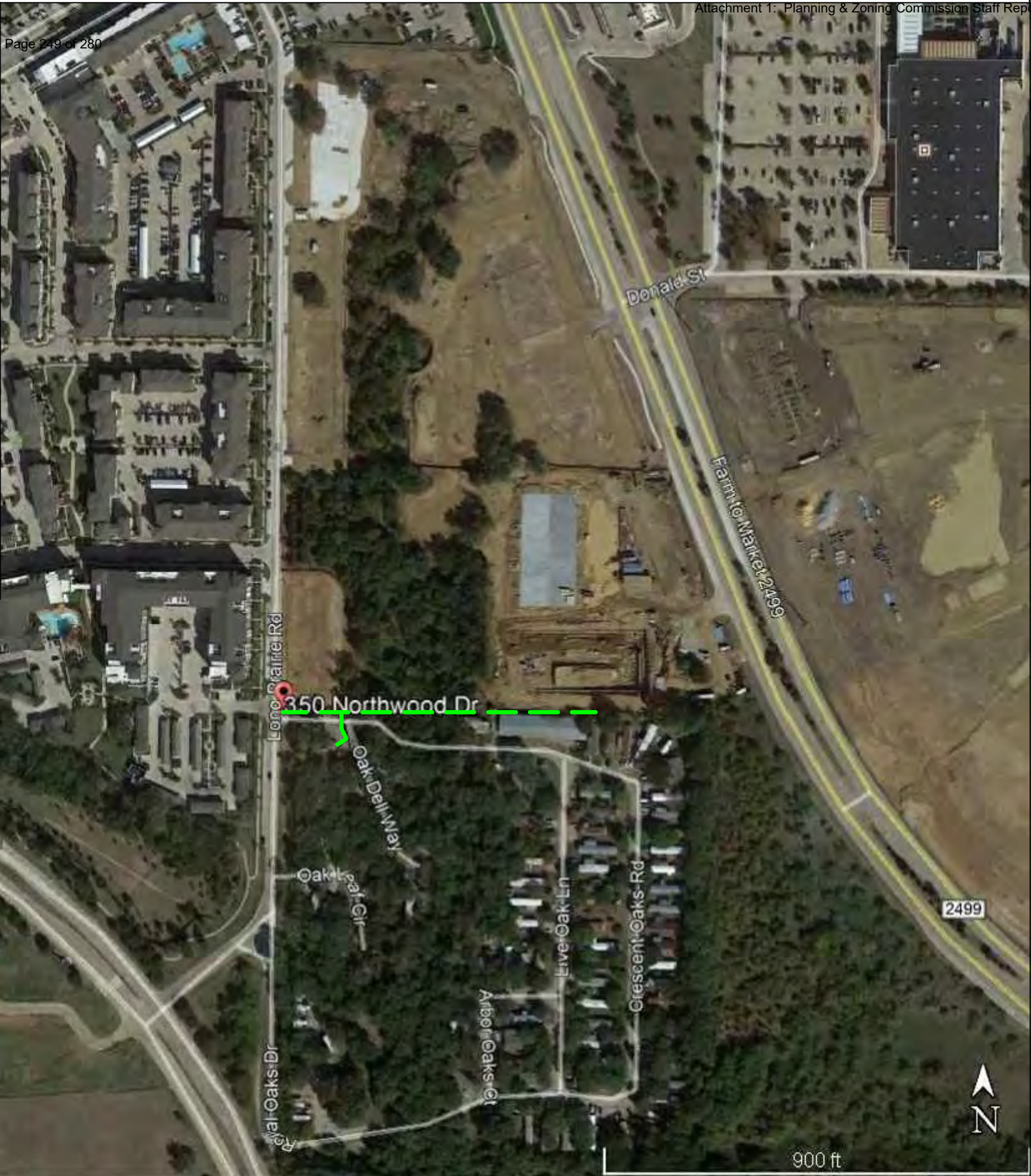
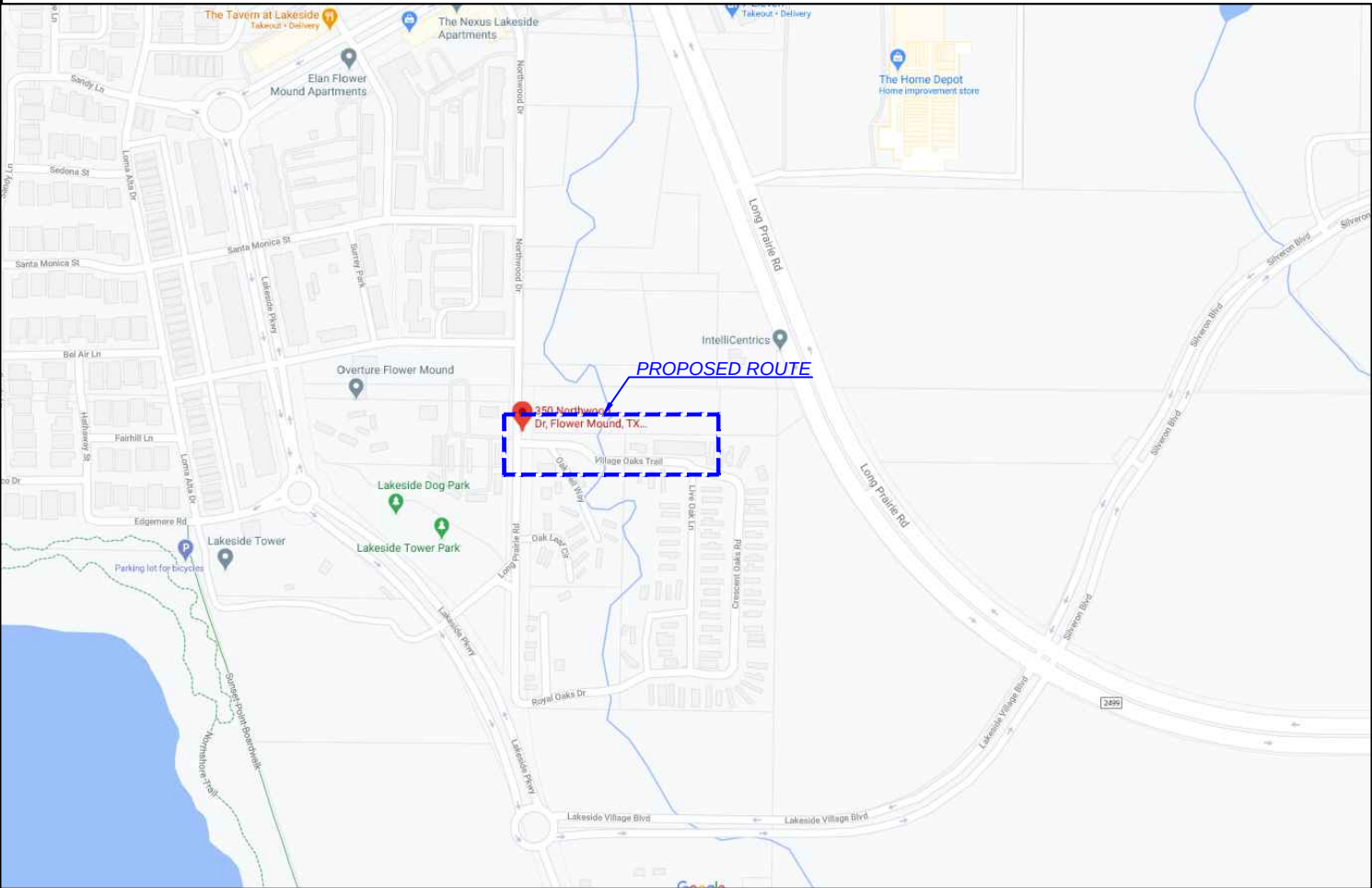
Name:

Title:

Phone:

Signature:

Date

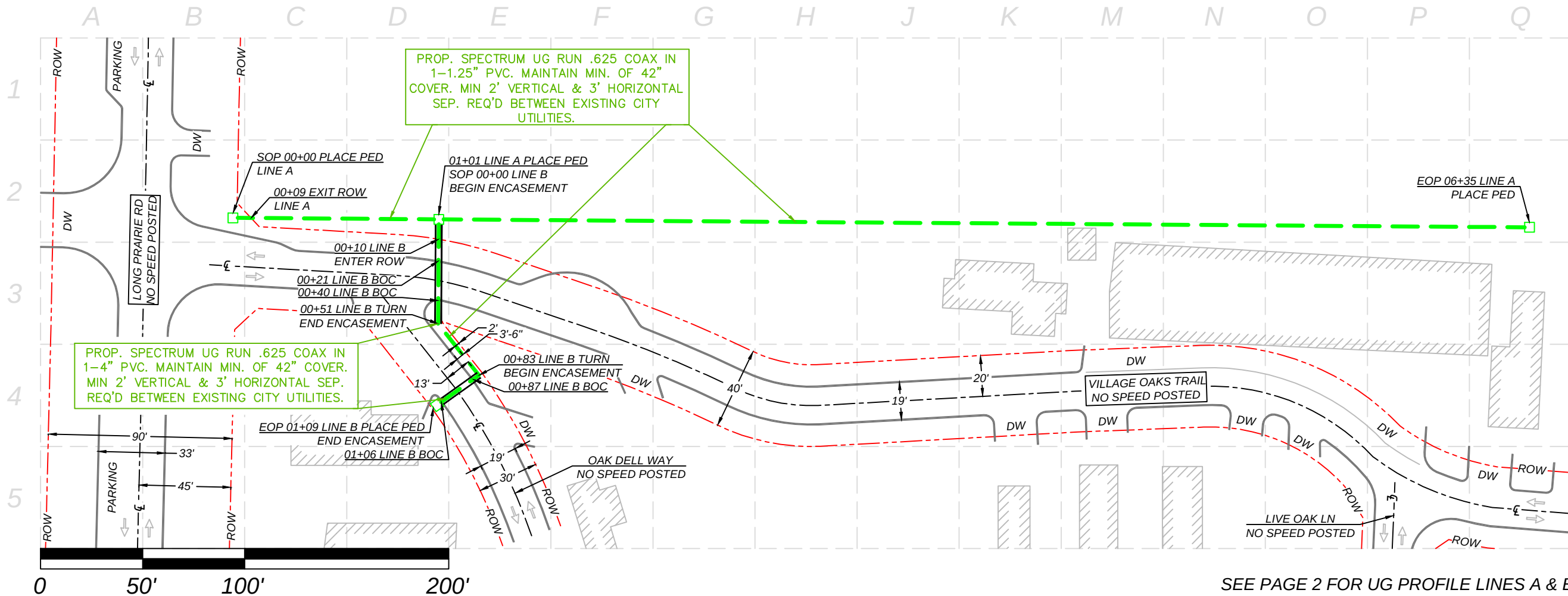
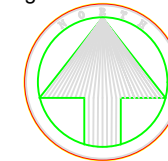


RAKE OFF	QTY	RAKE OFF	QTY	RAKE OFF	QTY
TRENCH & PLACE CONDUIT		PULL THRU EXSITING CONDUIT		R & R CONCRETE SIDEWALK	
BORE & PLACE CONDUIT		PLACE 3'X5'X3' HH		R & R CONCRETE PAVEMENT	
DIRECTIONAL BORE	667'	PLACE 4'X4'X4' MH		R & R ASPHALT PAVEMENT	
BORE & PLACE 4" PVC	77'	PLACE VAULT		AERIAL NEWBUILD	
BORE & PLACE 4" SCHED 80 PVC		PLACE PED	4	AERIAL OVERLASH	

PERMIT FOR RELOCATION
PR2707922
FR NORTHWOOD DR OH TO UG PH2
350 NORTHWOOD DR, FLOWER MOUND, 75022



KINETIC SOLUTIONS LLC.
1585 JAMESON RD.
VAN ALSTYNE TX. 75495
888-519-9188



SEE PAGE 2 FOR UG PROFILE LINES A & B

NOTE
FOR PERMIT PURPOSES ONLY.
DRAWINGS BASED ON RECORDS
CALL FOR UTILITY LOCATES
PRIOR TO DIGGING.

LEGEND			LINE TYPES		REVISIONS			
EXISTING ANCHOR	JOINT USE POLE	FIRE HYDRANT	AERIAL		NO.	CHANGES	DATE	BY
NEW ANCHOR	25' RISER	WATER VALVE	UNDERGROUND		1.)			
SIDEWALK GUY	PED	WATER METER	GAS	U-GAS	2.)			
NEW SIDEWALK GUY	HAND HOLE	GAS METER	SS	SAN. SWR	3.)			
POLE TO POLE GUY	VAULT	TREE	STM. SWR		4.)			
OVERHEAD GUY	100' AERIAL FOOTAGE	SHRUB	WATER		5.)			
			ROW		6.)			
			EASEMENT		7.)			
			SIDEWALK		8.)			
			FENCE		9.)			
					10.)			

RAKE OFF	QTY	RAKE OFF	QTY	RAKE OFF	QTY
TRENCH & PLACE CONDUIT		PULL THRU EXSITING CONDUIT		R & R CONCRETE SIDEWALK	
BORE & PLACE CONDUIT		PLACE 3'X5'X3' HH		R & R CONCRETE PAVEMENT	
DIRECTIONAL BORE	667'	PLACE 4'X4'X4' MH		R & R ASPHALT PAVEMENT	
BORE & PLACE 4" PVC	77'	PLACE VAULT		AERIAL NEWBUILD	
BORE & PLACE 4" SCHED 80 PVC		PLACE PED	4	AERIAL OVERLASH	

PERMIT FOR RELOCATION
PR2707922
FR NORTHWOOD DR OH TO UG PH2
350 NORTHWOOD DR, FLOWER MOUND, 75022



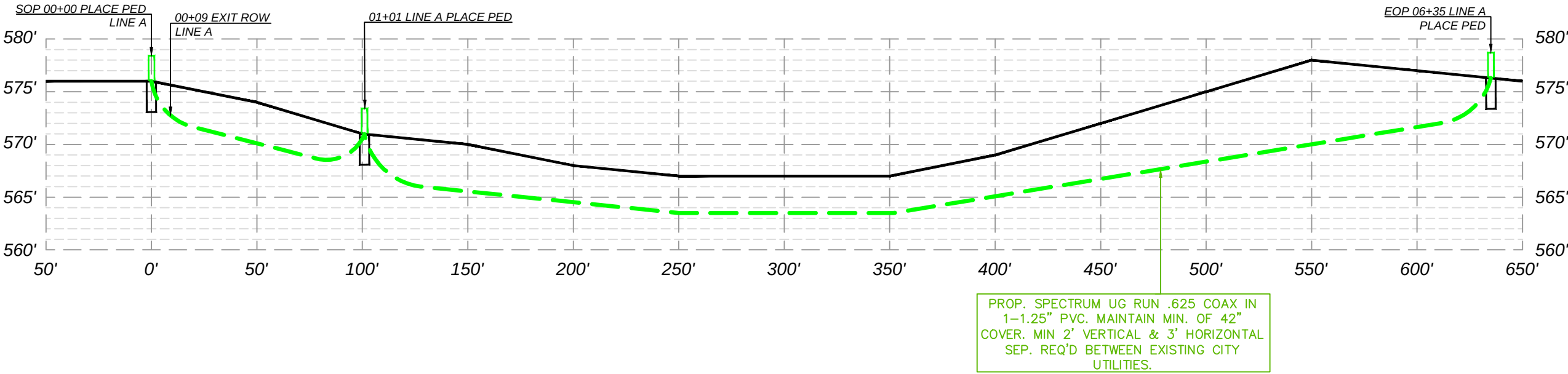
CITY: FLOWER MOUND
COUNTY: TARRANT
STATE: TEXAS
DATE DRAFTED: 02/08/2021 1 OF 2

DISCLAIMER

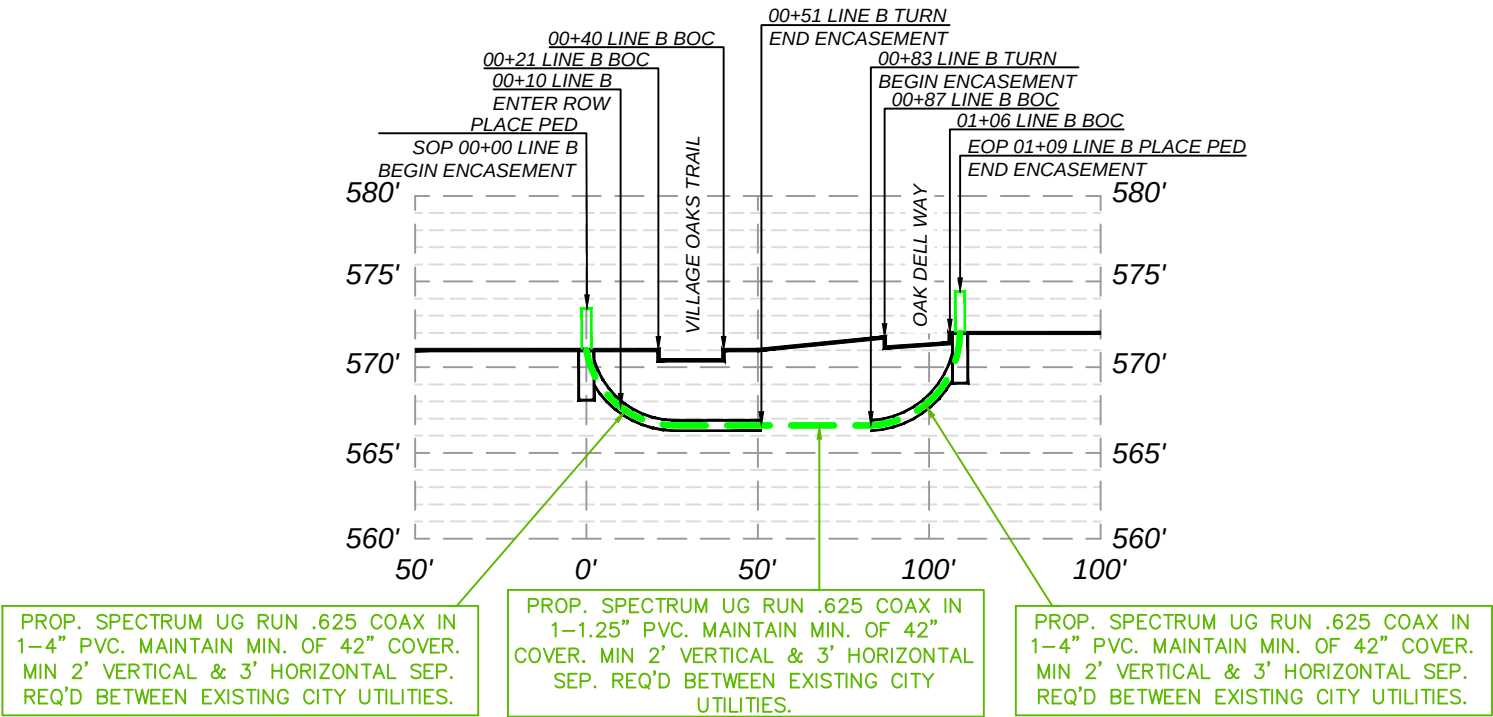
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VAN ALSTYNE TX. 75495
888-519-9188

LINE A



LINE B



NOTE
FOR PERMIT PURPOSES ONLY.
DRAWINGS BASED ON RECORDS
CALL FOR UTILITY LOCATES
PRIOR TO DIGGING.

LEGEND			LINE TYPES		REVISIONS			
EXISTING ANCHOR	JOINT USE POLE	FIRE HYDRANT	AERIAL	NO.	CHANGES	DATE	BY	
NEW ANCHOR	25' RISER	WATER VALVE	UNDERGROUND	1.)				
SIDEWALK GUY	PED	WATER METER	GAS	2.)				
NEW SIDEWALK GUY	HAND HOLE	GAS METER	U-GAS	3.)				
POLE TO POLE GUY	VAULT	TREE	SAN. SWR	4.)				
OVERHEAD GUY	100' AERIAL FOOTAGE	SHRUB	STM. SWR	5.)				
			WATER	6.)				
			ROW	7.)				
			EASEMENT	8.)				
			SIDEWALK	9.)				
			FENCE	10.)				

RAKE OFF	QTY	RAKE OFF	QTY	RAKE OFF	QTY
TRENCH & PLACE CONDUIT		PULL THRU EXSITING CONDUIT		R & R CONCRETE SIDEWALK	
BORE & PLACE CONDUIT		PLACE 3'X5'X3' HH		R & R CONCRETE PAVEMENT	
DIRECTIONAL BORE		PLACE 4'X4'X4' MH		R & R ASPHALT PAVEMENT	
BORE & PLACE 4" PVC		PLACE VAULT		AERIAL NEWBUILD	
BORE & PLACE 4" SCHED 80 PVC		PLACE PED		AERIAL OVERLASH	

PERMIT FOR RELOCATION
PR2707922
FR NORTHWOOD DR OH TO UG PH2
350 NORTHWOOD DR, FLOWER MOUND, 75022



CITY: FLOWER MOUND
COUNTY: TARRANT
STATE: TEXAS
DATE DRAFTED: 02/08/2021 | 2 OF 2

DISCLAIMER

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KINETIC SOLUTIONS LLC.
1585 JAMESON RD.
VAN ALSTYNE TX. 75495
888-519-9188



7701 S Stemmons Freeway
Corinth, TX 76210
(940) 321-7800

ORDER: 2472

Order Date: 02/09/2021
Terms: 90 DAY ESTIMATE

Contact: STJOHNSON

MUCKLEROY FALLS
3200 RIVERFRONT DRIVE STE 200
FORT WORTH TX 76107

Account: 796
Description: WO 1025940

Page 1 of 1

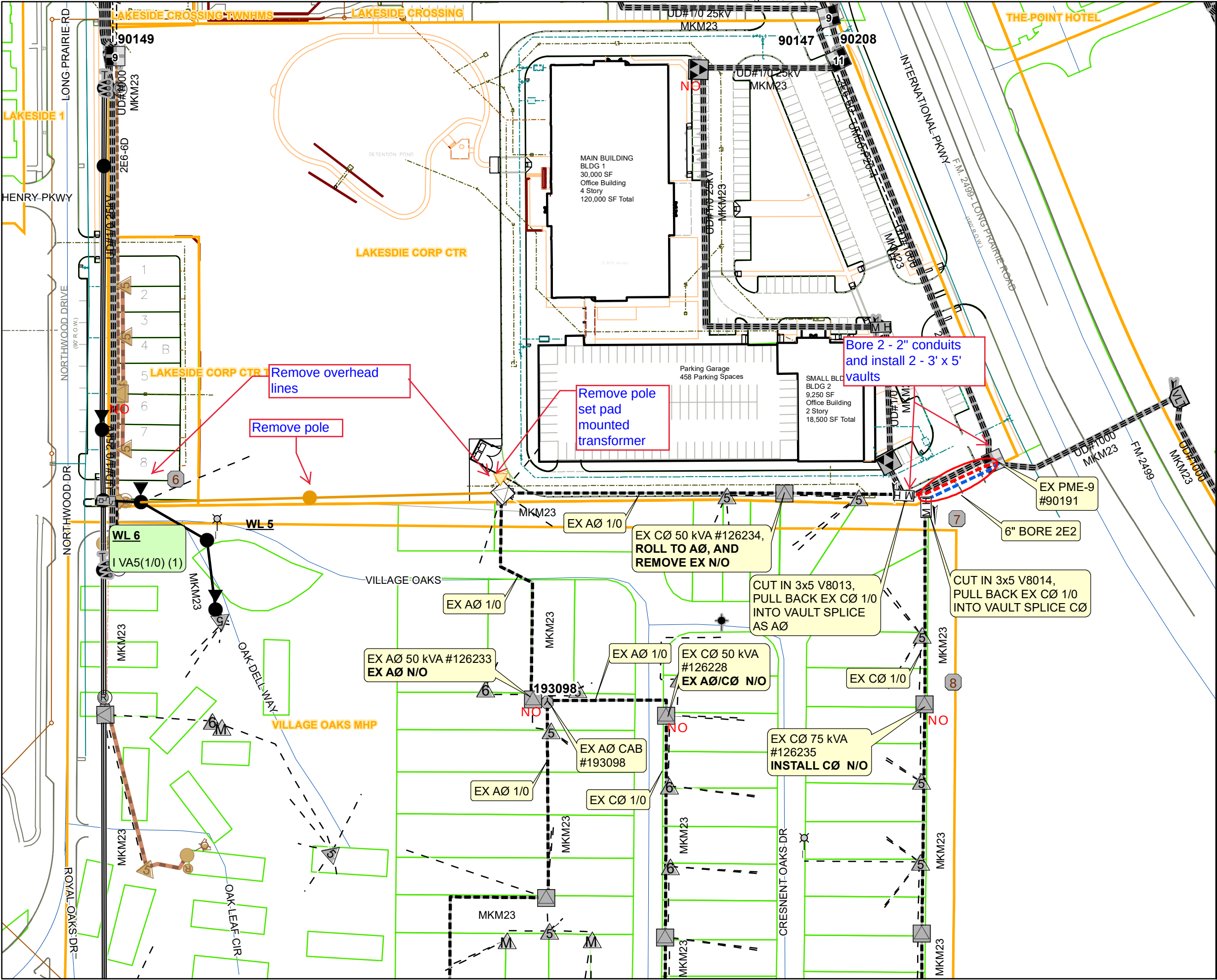
CATALOG ITEM	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT	TAX
	REMOVE TWO POLES PER CITY AND BURY OH LINE @ LAKESIDE CTR NORTHWOOD & LAKESIDE S, FLOWER MOUND	1.000	EA	24,207.5300	24,207.53	√
	22-FRANCHISE FEE - FLOWER MOUND				968.30	

MESSAGES

****PAYMENTS ARE NO LONGER ACCEPTED IN THE OFFICE****
 * PRICING IS VALID FOR 90 DAYS.
 * NO CONSTRUCTION WILL COMMENCE UNTIL PAID IN FULL.
 * THIS INVOICE IS FOR CONSTRUCTION ONLY.
 * PLEASE REFER TO COVER LETTER FOR ADDITIONAL
 INFORMATION.

REMIT TO:
 COSERV
 PO BOX 734852
 DALLAS, TX 75373-4852

TOTAL ORDER AMOUNT: \$ 25,175.83



Notes:

11"x17"



LAKESIDE CTR - POLE REMOVAL

Designer:	G GWARTNEY	PM:	S JOHNSON	Scale	Lot Count
Date:	1/14/2021	1025940	Phone:	1" = 100'	
Date	Revisions				

This data was prepared for official CoServ Use Only. CoServ does not guarantee the correctness or accuracy regarding any aspects of this data. CoServ reserves the right to make modifications to this data without notification to any user and assumes no responsibility concerning the use of this data.

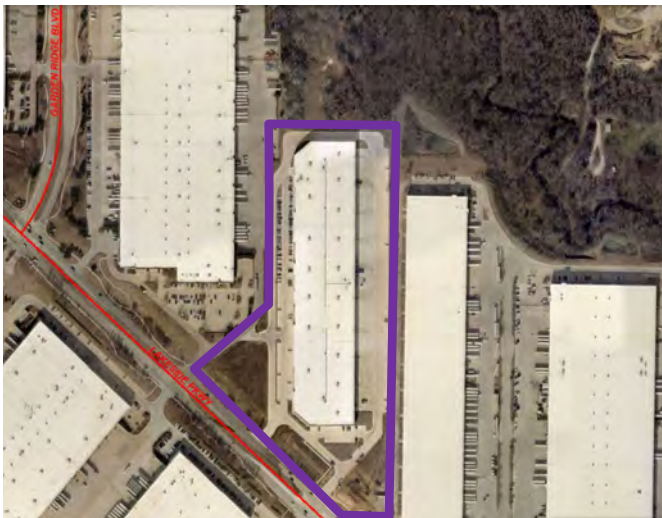


TOWN COUNCIL AGENDA ITEM NO. 14 REGULAR ITEM

DATE: May 17, 2021

FROM: Chuck Russell, Principal Planner

ITEM: Public Hearing to consider an ordinance for rezoning (ZPD21-0001 – Brightstar PD-83 Amendment) to amend Planned Development No. 83 (PD-83) with non-residential uses to modify Exhibit C, Section C.8.h. “Parking Lot Landscaping,” and a request for a deviation to the required parking standard pursuant to Section 82-73 of the Code of Ordinances. The property is generally located north of Lakeside Parkway and east of Garden Ridge Boulevard. *(The Planning and Zoning Commission recommended approval by a vote of 5 to 1 at its April 26, 2021 meeting.)*



SUMMARY DATA:

- Lot Size – 18.234 acres
- Existing Building – 274,994 sf office/warehouse
- SMARTGrowth – N/A
- Traffic Analysis – Passed
- Exceptions – A request for a parking deviation is a part of this application.
- Incentives – There are no incentives associated with this request.

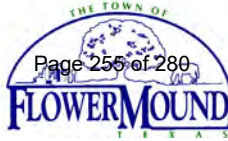
BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item.

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: 4

REGULAR ITEM

DATE: April 26, 2021

FROM: Chuck Russell, Principal Planner

ITEM: Public Hearing to consider an ordinance for rezoning (ZPD21-0001 – Brightstar PD-83 Amendment) to amend Planned Development No. 83 (PD-83) with non-residential uses to modify Exhibit C, Section C.8.h. “Parking Lot Landscaping,” and a request for a deviation to the required parking standard pursuant to Section 82-73 of the Code of Ordinances. The property is generally located north of Lakeside Parkway and east of Garden Ridge Boulevard.

I. ITEM SUMMARY

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

This application will require final action by the Town Council, which is scheduled for May 17, 2021.

II. APPLICATION ANALYSIS

The purpose of this application is twofold. The first request is to amend a specific section of Planned Development District-83 (PD-83) to allow for surface parking to be located within an existing truck court without installing landscape islands containing trees. The second request is to exceed the Town’s allowable 20% parking deviation. The site is developed with a 274,994 square-foot office and warehouse facility.

III. PD-83 AMENDMENT

According to the applicant’s letter of intent, the existing building was constructed on a speculative basis with car parking on its western and southern exposures and a combination of truck court and car parking on the eastern exposure. The applicant secured a tenant with a staff of approximately 500 people, necessitating additional parking than what is currently on site. The applicant proposes to convert a large portion of the existing truck court to surface parking for employees. For additional information on the rationale for this request, please refer to the attached Letter of Intent.

Exhibit C, Section C.8.h. “Parking Lot Landscaping” of PD-83 states:

Landscaping of parking lots is primarily achieved by planting within the Landscape Setback Buffer. Additional planting shall be adequately distributed throughout

parking lots as follows (except for the parking lot areas within any truck court/ truck apron):

- i. Landscape islands within parking lots shall be provided. These islands shall be located within the parking lot itself and of sufficient size to break the expansiveness of large parking lots as follows:
 - (a) Landscape Islands shall be provided between parking spaces, the width of the islands shall be a minimum of 6 feet, and the maximum number of spaces between any two islands shall be 20 parking spaces. Landscape pockets located within the parking field shall be a minimum of 100 square feet (inside curb dimension). Designs must allow a minimum of 3'-0" clearance between the front edge of the curb and the trunk of trees planted within the islands.
 - (b) Parking lots shall provide canopy trees at a ratio of one canopy tree per 5,500 s.f. of the total parking lot square footage but no less than one tree per landscape island. Calculation of this area shall not include parking lots or parking areas combined with truck loading aprons. Canopy tree arrangements shall be planted within the landscape islands described above (to the extent possible then located at the parking lot perimeter if sufficient space is not available). Landscape Islands within parking lots shall be exclusively landscaped with trees, groundcovers, and/ or turf and provide stepping stones at the nose of such islands to accommodate pedestrian traffic in and out of cars. All planted areas within the Parking islands shall be irrigated using bubblers for all trees, drip systems for groundcovers, and spray heads for all turf areas to conserve water usage.

The above language requires the applicant to install landscape islands and trees in the existing truck court to accommodate the proposed employee parking. The proposed amendment to PD-83 would eliminate this requirement specifically for the subject property and would not impact any other properties within PD-83. Language will be added to PD-83 stating:

With the exception of the area identified for potential truck court use on Lot 2R, Block B of the Lakeside Ranch Business Park (commonly described as 350 Lakeside Parkway), Exhibit C, Section C.8.h. "Parking Lot Landscaping" applies as follows:

IV. PARKING DEVIATION

Section 82-73 of the Town's Code of Ordinances provides for alternative off-street parking requirements that reduce or exceed required parking by greater than 20 percent:

Deviation of required spaces. The amount of parking can be reduced or increased by 20 percent. Deviations in excess of 20 percent must be accompanied by a parking study and approved by the town council. Any approved parking in excess of 20 percent must be mitigated. Mitigation can be achieved by the use of pervious paving, increased landscaping, increased stormwater treatment, or other method to reduce the impact of the increased parking.

Parking study. A parking study required by this article shall be reviewed by the town along with any traffic engineering and planning data that are appropriate to the

establishment of a parking requirement for the use proposed. A parking study, when required by this article, shall include, but not be limited to, estimates of parking requirements based on recommendations in studies such as those from the Urban Land Institute, the Institute of Traffic Engineers, or the Traffic Institute, and based on data collected from uses or combinations of uses that are the same or comparable to the proposed use. Comparability shall be determined by density, scale, bulk, area, type of activity and location. The analysis must include a shared parking analysis based on the mixture of uses and corresponding peak demand. Specifically, the parking required for restaurants should be included in the study and be determined by the number, location, and type of restaurants proposed. The study shall document the source of data used to develop recommendations.

The required parking for the warehouse center is calculated at the ratio of one space per 2,000 square feet. The Town Council recently approved a change in the required parking ratio for office uses from one space per 300 square feet to one space per 250 square feet which has been incorporated into the applicant's request. The total required parking is 231 spaces. With the allowable 20 percent deviation, the maximum number of parking spaces permitted on the site using the proposed ratios would be 277 spaces.

The previously approved site plan indicated there would be a total of 347 spaces on site. A total of 304 spaces currently exist. The applicant is now proposing to add 195 net spaces with this application application for a total of 499 cumulative spaces, which is 222 spaces over the allowable 20 percent deviation. As required by the Town's parking standards, the applicant has provided a parking study to demonstrate the need for excess parking [see Attachment A(3)].

The attached landscape plan depicts the existing and proposed landscape buffer and parking lot trees. Under the current PD-83 standards, the applicant would have to provide 12 trees in parking lot islands to accommodate the proposed truck court parking spaces. The applicant has located these 12 trees throughout the site. The applicant is also providing 4,914 square feet of parking lot landscaping in excess of the Code requirement and additional 2,300 square feet of enhanced landscaping as a proposal to satisfy the mitigation requirements for excess parking.

V. CORRESPONDENCE

The Town Code requires both public notice in a newspaper of general circulation (Denton Record Chronicle) and notification of the property owners within 200 feet of the subject property for all Zoning Amendment requests. Project No. ZPD21-0001 had a total of 7 Property Owner Notifications mailed. At the time this report was written, the Town had not received any items of correspondence in support or in opposition to the request.

VI. ATTACHMENTS

A. Background Information

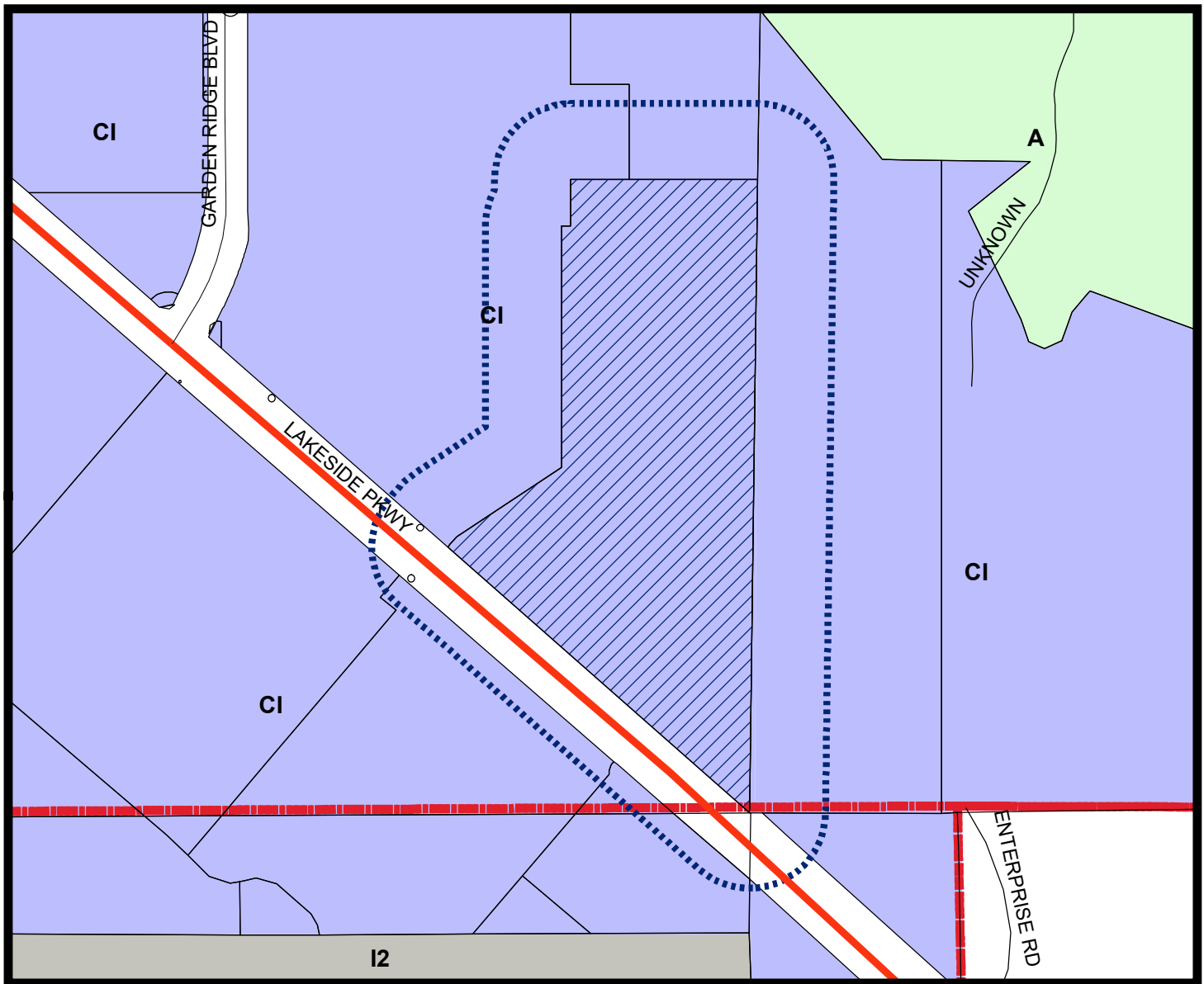
1. Vicinity Map
2. Letter of Intent
3. Parking Study

B. Application Details

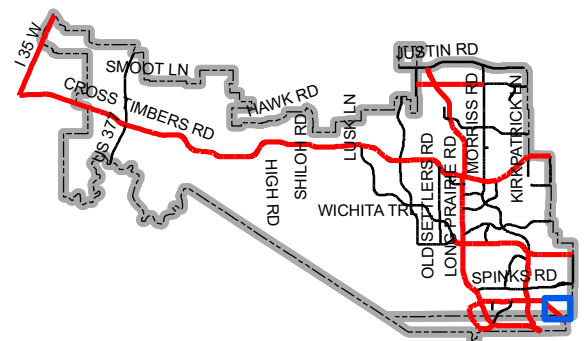
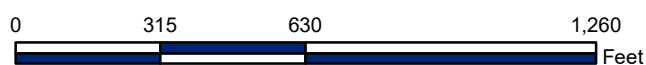
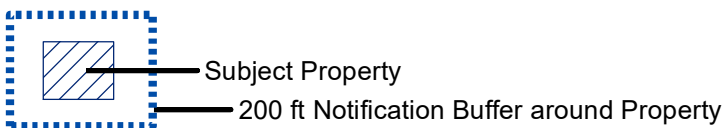
1. Proposed Site and Landscape Plans

Vicinity Map

Reference Project: ZPD21-0001



LEGEND



Map Location

MEINHARDT & ASSOCIATES Page 259 of 280
ARCHITECTS, P.L.L.C.

April 21, 2021

● Mr. Chuck Russell
Town of Flower Mound – Planning Department
2121 Cross Timbers
Flower Mound, Texas 75028

RE: Brightstar
Lakeside Ranch 350
Flower Mound, Texas

Dear Mr. Russell:

The Owner, Duke Realty, is submitting the Tenant Improvements of Brightstar in Lakeside Ranch 350 on Lakeside Parkway for Site Plan Approval. In addition to requesting to Amend Planned Development No 83 (PD-83), the Owner and Tenant are requesting two variances from Town of Flower Mound requirements.

- Accept the Parking Study provided that shows the need for 499 parking spaces for the tenant Brightstar. The additional spaces have been requested by the Tenant to meet their needs. They will be provided in the existing truck court areas. No additional paving will be added, it will only be striped.
- Deviate parking in excess of 20% per Ordinance Section 82-73 Item 1. In the efforts of mitigating, they are proposing to add 12 trees and over 2,000 square feet of landscaping.

Thank you for your consideration.

Sincerely,



Trina Burris



14241 Dallas Parkway, Suite 1000
 Dallas, TX 75254
 972.361.6700
 dukerealty.com

January 28, 2021

Lexin Murphy
 Director of Planning Services
 Town of Flower Mound
 2121 Cross Timbers Road
 Flower Mound, TX 75028

Re: Letter of Intent – PD-83 Amendment for
 350 Lakeside Parkway Parking

Dear Ms. Murphy:

This Letter of Intent is requesting to Amend PD-83 with the attached new language. It will allow this location more flexibility within the Landscaping Requirements that are associated with the recently completed Lakeside 350 building at 350 Lakeside Parkway.

Duke Realty's Lakeside 350 building was constructed as a 274,994 square foot Class A warehouse building located upon 18.23 acres (Lot 2B of the Lakeside Ranch Business Park) within Flower Mound's PD 83 zoning district. The building was constructed on a speculative basis with car parking on its western and southern exposures and a combination of truck court and car parking on the eastern exposure. This building was permitted, constructed and completed in accordance with the Town's zoning landscaping and building ordinances, codes and regulations.

We recently secured a lease for the entire Lakeside 350 building with Brightstar Care. This new corporate tenant anticipates having staffing of approximately 500 persons based at this building; Duke Realty has proposed a striping modification to existing pavement on the eastern side of the site to accommodate this tenant's employees.

Even though we have high expectations of retaining Brightstar as a long term tenant at this location, Duke Realty needs to maintain the flexibility to retenant 350 Lakeside should Brightstar choose to locate elsewhere.

During the review of the tenant specific plans for Brightstar, Town staff indicated that we would need to interject approximately 12 trees into the existing paved areas on the eastern exposure of the building in order to adhere to the codes as written. This Letter of Intent respectfully requests a PD-83 Amendment that will allow our modification to the use of existing site pavement be exempted from this requirement.

We have requested this amendment for several reasons. First and foremost, special care has been given to the moisture conditioning of the building pad and truck court pavements to ensure their strength and stability over the life of this building. Penetrating this area to accommodate the requested landscaping will damage the integrity of this engineered system. Additionally, we try and locate required landscaping in areas of our sites that will provide (i) the least disruption to our present and future tenants enjoyment of their lease premises, (ii) the most impact to the aesthetic appeal of our development to our tenants and the general public (any trees in this truck court will



14241 Dallas Parkway
Suite 1000
Dallas, TX 75254
www.dukerealty.com

not provide additional screening from Lakeside Parkway) and (iii) the highest likelihood that plant material will not only remain alive, but be allowed to thrive to maturity.

Although we believe we have provided an attractive and robust landscaping plan with the initial development of this site, if it would please the Town to see the additional 12 trees used in a location where they can thrive and be most impactful we are certainly open to that thought.

Thank you for the opportunity to share our thoughts and intent relative to this PD-83 Amendment request. By granting this modification you will provide Brightstar with a building that functions best for their existing and future operational needs and allow Duke Realty to remain prepared to satisfy the needs of our quality tenants over the life of this development.

Should further information be needed to help the Town understand this request, please contact me at my direct number, 972.361.6717 or by email at Jeff.Thornton@dukerealty.com.

Regards,

DUKE REALTY CORPORATION

A handwritten signature in blue ink, appearing to read "Jeff Thornton", with a long horizontal flourish extending to the right.

Jeff D. Thornton
Regional Senior Vice President

Attached: Amended PD-83 (from the Town of Flower Mound)

November 24, 2020

PK# 2283-20.599

PARKING STUDY

Project:

Brightstar Office/Warehouse

In Flower Mound, Texas

Prepared for:

Town of Flower Mound

On behalf of:

Meinhardt & Associates Architects, P.L.L.C.

Prepared by:

Steve E. Stoner

Steve E. Stoner, P.E., PTOE



7557 Rambler Road, Suite 1400
Dallas, Texas 75231-2388
(972) 235-3031 www.pkce.com
TX.REG: ENGINEERING FIRM F-469
TX. REG. SURVEYING FIRM LS-100080-00

November 24, 2020



PARKING STUDY
Brightstar Office/Warehouse
Flower Mound, Texas

TABLE OF CONTENTS

INTRODUCTION 1

Project Description..... 1

Parking ANALYSIS 2

Standard Code Requirements 2

Parking Demand..... 2

SUMMARY OF FINDINGS 3

LIST OF EXHIBITS:
Exhibit 1. Site Location Map

LIST OF TABLES:
Table 1. Development Program Summary
Table 2. Base Code Parking Requirement (No Mitigation)

November 24, 2020



INTRODUCTION

The services of **Pacheco Koch** (PK) were retained by **Meinhardt & Associates Architects, P.L.L.C.** on behalf of a proposed building tenant, *Brightstar*, to conduct a Parking Study for the proposed office-warehouse use located in the Lakeside Ranch Business Park in Flower Mound, Texas. A proposed site plan provided by Duke Realty and a site location map (**Exhibit 1**) are provided at the end of the report.

Brightstar is seeking to occupy the existing warehouse building at 350 Lakeside Parkway. However, to provide sufficient parking for the User, conversion of existing truck docks to passenger-vehicle parking is required. In accordance with the Town of Flower Mound ordinances, a Parking Variance is required for any development that requests to deviate more than 20% of the base code requirement.

This Parking Study was prepared in accordance with industry and local standards by registered professional engineers employed by Pacheco Koch. Pacheco Koch is a licensed engineering firm based in Dallas, Texas, that provides professional services in traffic engineering, transportation planning, parking analysis, and related fields.

Project Description

Brightstar provides support for mobile devices. The proposed site will consolidate the company's regional operations into one, central facility. The warehouse portion of the business houses shipping and receiving, device testing and repair, product fulfillment, and other functions. Based upon information provided to PK, *Brightstar* plans to solely occupy the entire 274,994 square feet and ultimately add a new mezzanine to increase office space. A summary of the anticipated development program and employee counts is provided in **Table 1**.

Table 1. Development Program Summary

PHASE	USE	AMOUNT	ANTICIPATED NUMBER OF EMPLOYEES
Initial	Office and Support	18,029 SF	50
	Warehouse	256,965 SF	400 (one, 8-hour shift)
Ultimate	Office and Support	25,529 SF*	100
	Warehouse	256,965 SF	800 (≈400 per shift) (two, 8-hour shifts)

NOTE: The development program provided above is based upon the most current and complete information available at the time of this study publication.

* Includes addition of 7,500 SF of office mezzanine.

November 24, 2020



The subject site currently provides 304 parking spaces. The Owner propose to convert existing truck docks to parking spaces that will add 195 for a total of 499 parking spaces.

The site is zoned Campus Industrial per Planned Development No. 83.

PARKING ANALYSIS

Standard Code Requirements

As outlined in Sections 82-73 and 82-74 of the Town of Flower Mound Code of Ordinances, the parking requirement for the property is calculated by direct application of the rates listed for the respective land use with applicable adjustments as outlined in the Ordinance. A summary of the resulting net parking requirement is summarized in **Table 2**.

Table 2. Base Code Parking Requirement (No Mitigation)

LAND USE	AMOUNT	RATIO	BASE PARKING SPACES REQUIRED
Office, general business and professional	25,529 SF	1 space per 300 SF	Base: 85 (+20% = 102, -20% = 68)
Warehouse	256,965 SF	1 space per 2,000 SF	Base: 128 (+20% = 154 -20% = 103)

Under the base code parameters (with no adjustments for site mitigation), 213 parking spaces are required with an allowable +/-20% range of 171 to 256 spaces. The proposed parking supply of 499 spaces represents a 131% increase.

Parking Demand

As described in the Project Description section, the User will initially have about 450 employees (50 office, plus one shift of 400 in the warehouse) on site and can ultimately increase to approximately 500 on site simultaneously (100 office, plus 400 per shift in the warehouse). Consideration of factors such as absenteeism (vacation, sick leave, etc.) and alternate travel modes other than single-occupant vehicles (e.g., ridesharing, drop-off/pick-up, etc.) means that one parking space per employee is not necessarily required. However, it is believed that the vast majority of employees will drive alone and require an individual parking space. [NOTE: An additional buffer of parking spaces may be required if shift changes are back-to-back. Staggering shift schedules and/or allowing a gap between shifts may reduce parking need.]

As a point of reference, the **Institute of Transportation Engineers (ITE) Parking Generation Manual** (5th Edition) projects that, for a 'manufacturing' uses, the

November 24, 2020



average peak parking demand is 0.81 parking spaces per employee (range of rate: 0.28-1.27), or approximately 365 parked vehicles, initially/405 parked vehicles ultimately. Hence, the proposed parking supply of 499 spaces is generally consistent with this projection. [NOTE: 'manufacturing' is not the exact description of the proposed use; however, it is the most similar use for which parking demand data is provided by ITE.]

SUMMARY OF FINDINGS

The following findings are based upon buildout of the subject property as described in the *Project Description* section of this report.

FINDING: The proposed User will employ approximately 450 employees initially. Ultimately, up to 900 employees (500 on site, simultaneously) are anticipated.

FINDING: The Owner proposes to convert existing truck docks to parking spaces in order to accommodate the proposed User. After the conversion, the site will provide 499 parking spaces for the User.

FINDING: Under the standard code parameters, 213 parking spaces (or a +/-20% range of 171-256 spaces) are required. The proposed supply of 499 represents a +131% deviation from the base requirement, which requires a Parking Variance.

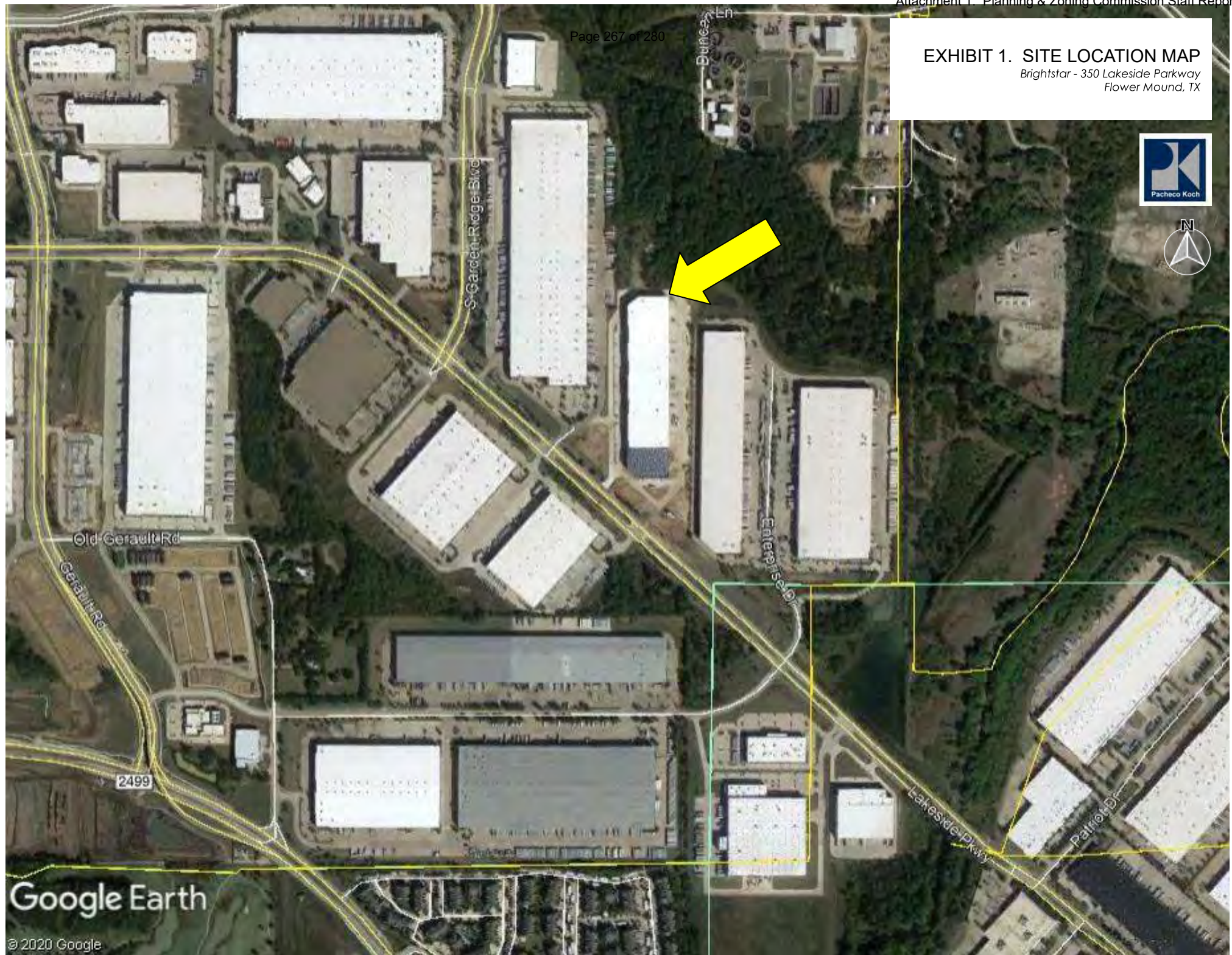
FINDING: The Institute of Transportation Engineers (ITE) *Parking Generation Manual* (5th Edition) finds that the average parking demand rate for a 'manufacturing' use is 0.81 (range: 0.28-1.27) parking spaces per employee.

FINDING: The proposed parking supply of 499 parking spaces appears to be a reasonable supply for an ultimately on-site employee population of approximately 500 persons.

END OF MEMO

EXHIBIT 1. SITE LOCATION MAP

Brightstar - 350 Lakeside Parkway
Flower Mound, TX



Google Earth

© 2020 Google



14241 Dallas Parkway, Suite 1000
Dallas, TX 75254
972.361.6700 • 972.361.6800 (fx)

Client / Consultant 1

MEINHARDT & ASSOCIATES ARCHITECTS P.L.L.C.
14643 DALLAS PARKWAY, SUITE 636
DALLAS, TEXAS 75254
972-980-8980



11.23.2020

Professional Seal

LAKESIDE RANCH 350
350 LAKESIDE PARKWAY
FLOWER MOUND, TEXAS
BRIGHTSTAR - PHASE I

ISSUANCES

#	Description	Date
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DRAWING INFORMATION

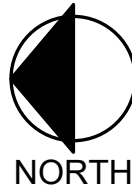
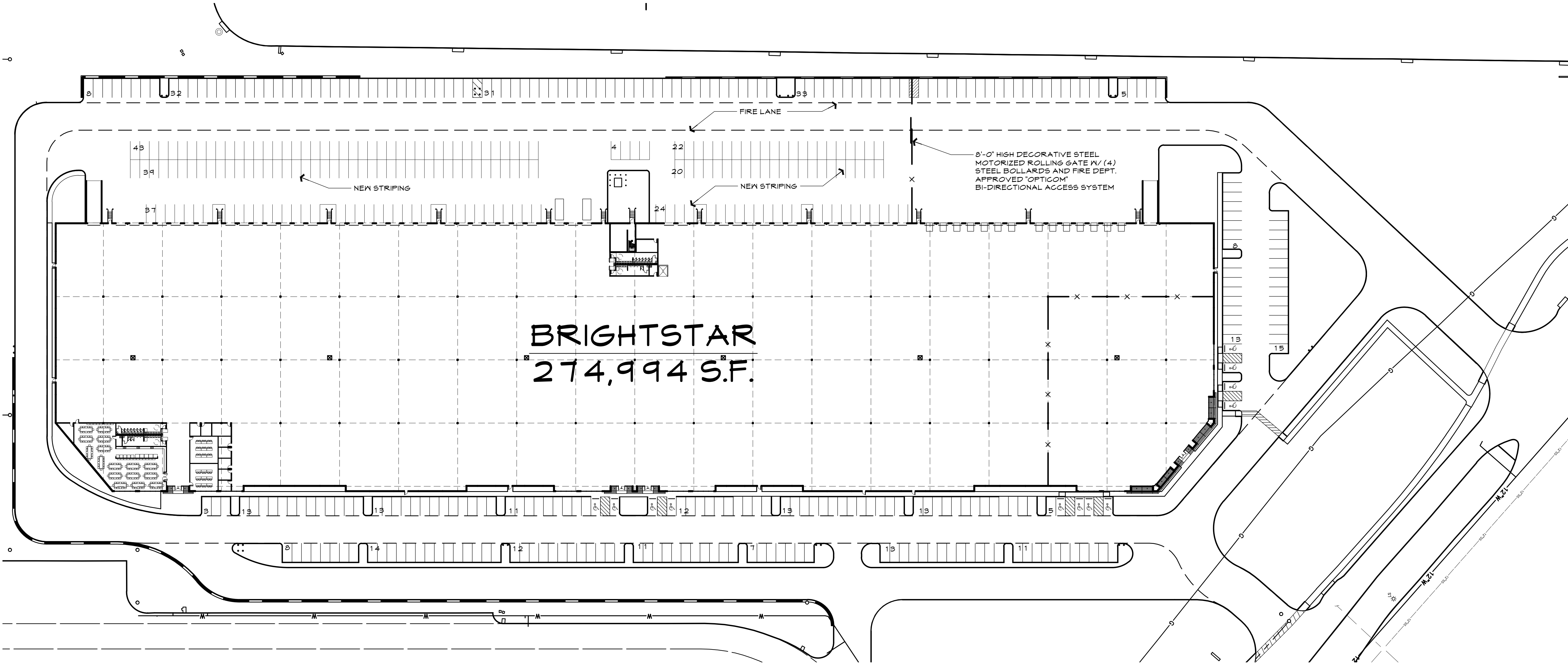
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Date: 11.23.2020
Checked By: DM
Drawn By:
Duke Realty Job #:
A/E Job #: 18-141.1

DRAWING / SHEET TITLE

PROPOSED PARKING PLAN

SHEET NUMBER

A1.10 B

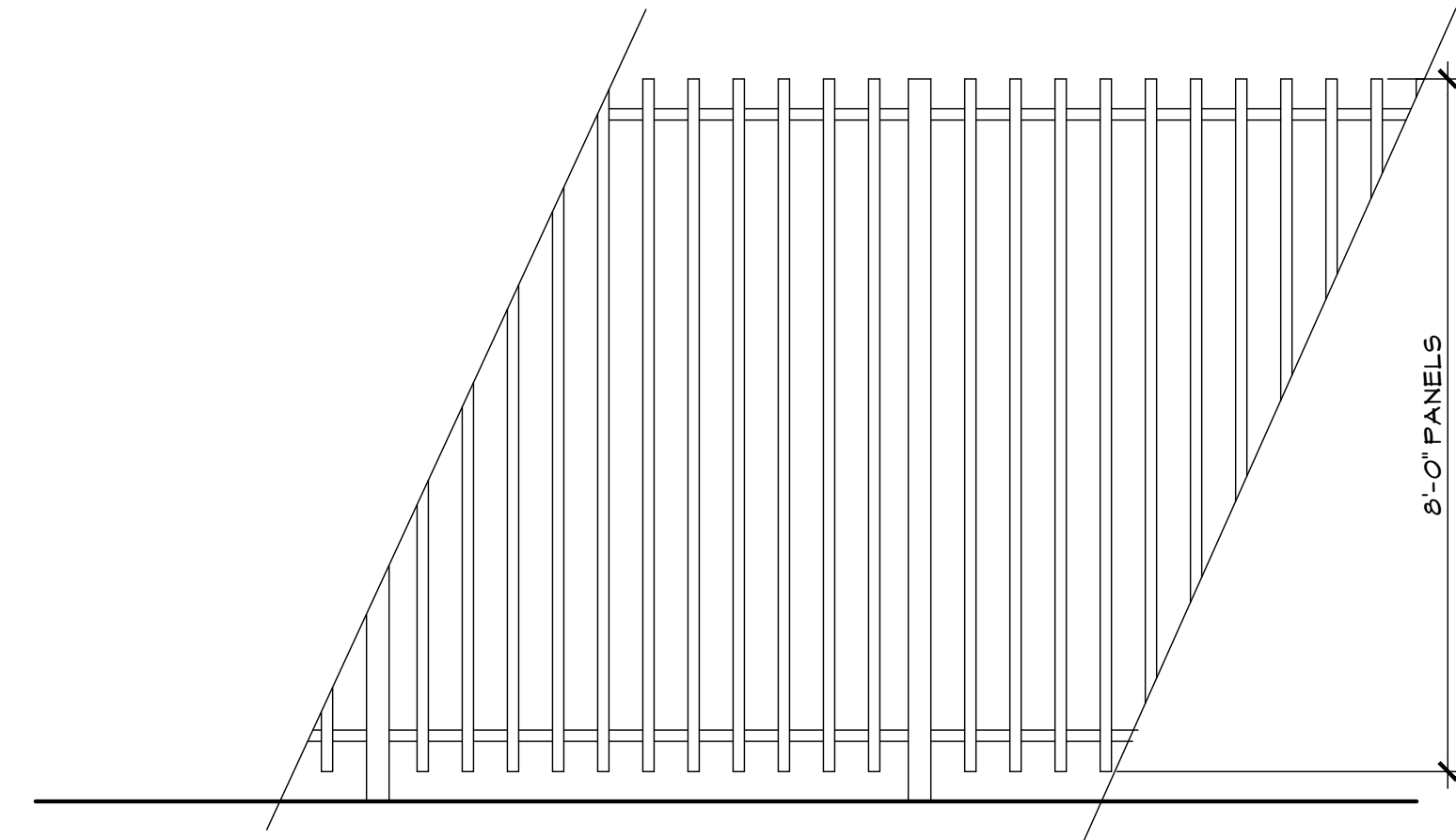


01 PROPOSED PARKING PLAN

Scale: 1" = 50'-0"

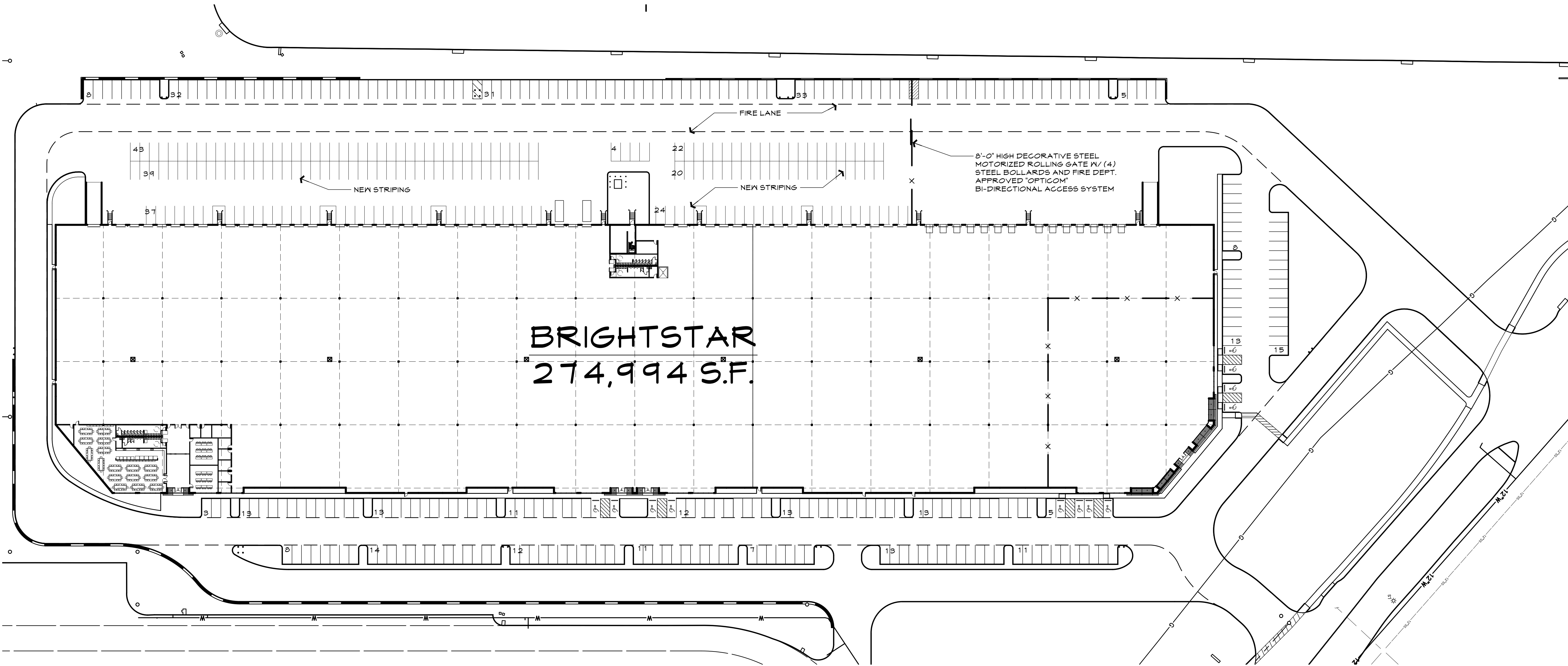
PARKING REQUIREMENTS

PARKING REQUIRED - OFFICE (10,529 SF @ 1:300 SF)	35.1 SPACES
PARKING REQUIRED - FUTURE OFFICE (7,500 SF @ 1:300)	25 SPACES
PARKING REQUIRED - FUTURE OFFICE MEZZANINE (7,500 SF @ 1:300)	25 SPACES
PARKING REQUIRED - WAREHOUSE (256,965 SF @ 1:2,000 SF)	128.5 SPACES
TOTAL PARKING REQUIRED	214 SPACES
EXISTING PARKING PROVIDED	304 SPACES
ADDITIONAL PARKING IN TRUCK COURT	195 SPACES
TOTAL PARKING PROVIDED	499 SPACES
TOTAL ACCESSIBLE STALLS REQUIRED PER 499 CARS PROVIDED	9 12 SPACES



02 DECORATIVE FENCE DETAIL

Scale: 1/2" = 1'-0"

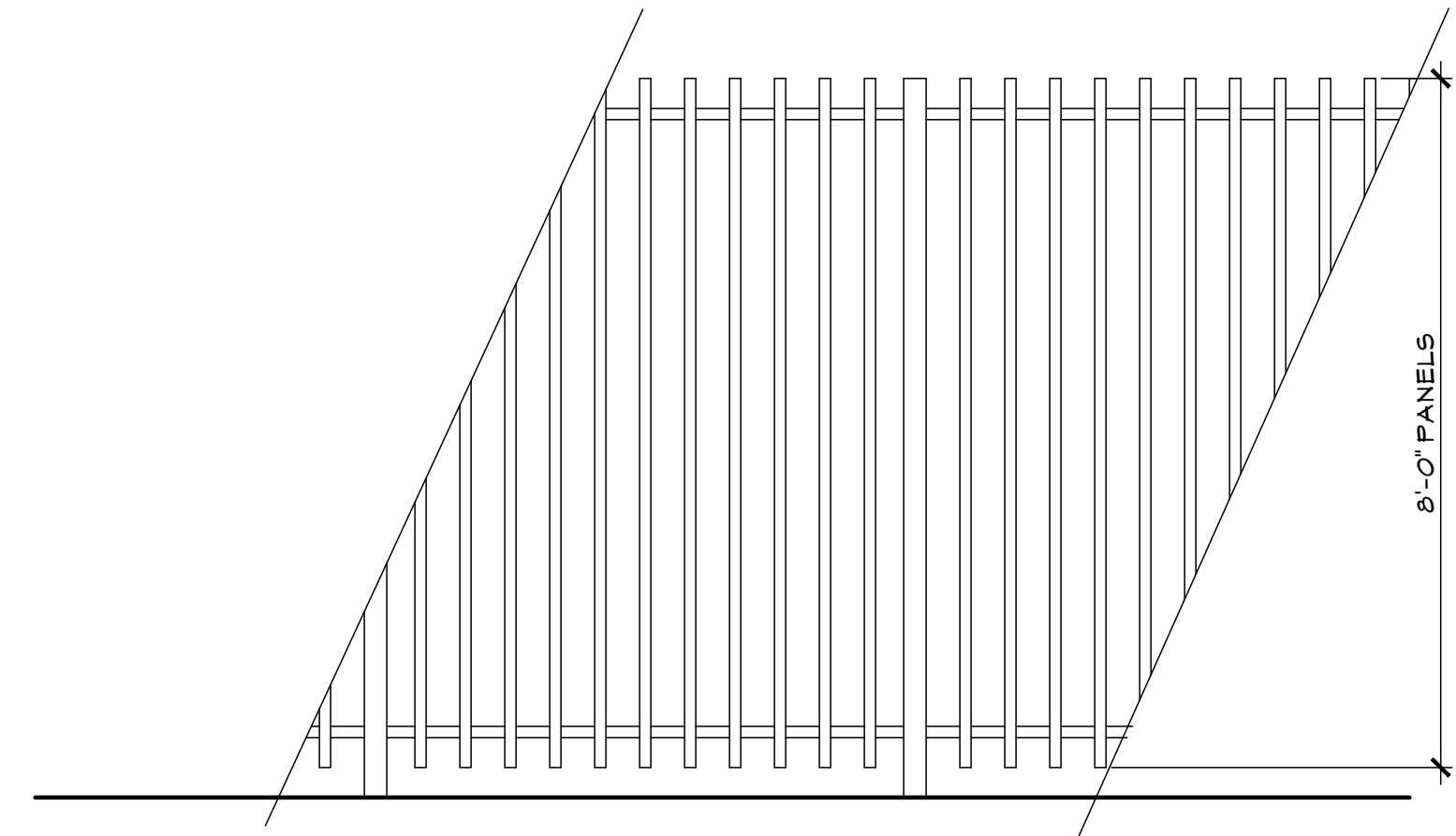


01 PROPOSED PARKING PLAN

Scale: 1" = 50'-0"

PARKING REQUIREMENTS

PARKING REQUIRED - OFFICE (10,529 SF @ 1:250 SF)	42.1 SPACES
PARKING REQUIRED - FUTURE OFFICE (7,500 SF @ 1:250)	30 SPACES
PARKING REQUIRED - FUTURE OFFICE MEZZANINE (7,500 SF @ 1:250)	30 SPACES
PARKING REQUIRED - WAREHOUSE (256,965 SF @ 1:2,000 SF)	128.5 SPACES
TOTAL PARKING REQUIRED	231 SPACES
EXISTING PARKING PROVIDED	304 SPACES
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TOTAL PARKING PROVIDED	499 SPACES
TOTAL ACCESSIBLE STALLS REQUIRED PER 499 CARS PROVIDED	9 12 SPACES



02 DECORATIVE FENCE DETAIL

Scale: 1/2" = 1'-0"



14241 Dallas Parkway, Suite 1000
Dallas, TX 75254
972.361.6700 • 972.361.6800 (fx)

Client / Consultant 1

MEINHARDT & ASSOCIATES ARCHITECTS P.L.L.C.
14643 DALLAS PARKWAY, SUITE 636
DALLAS, TEXAS 75254
972-980-8980



04.21.21

Professional Seal

LAKESIDE RANCH 350
350 LAKESIDE PARKWAY
FLOWER MOUND, TEXAS
BRIGHTSTAR - PHASE I

ISSUANCES

REV. 04.21.21

Description Date

DRAWING INFORMATION

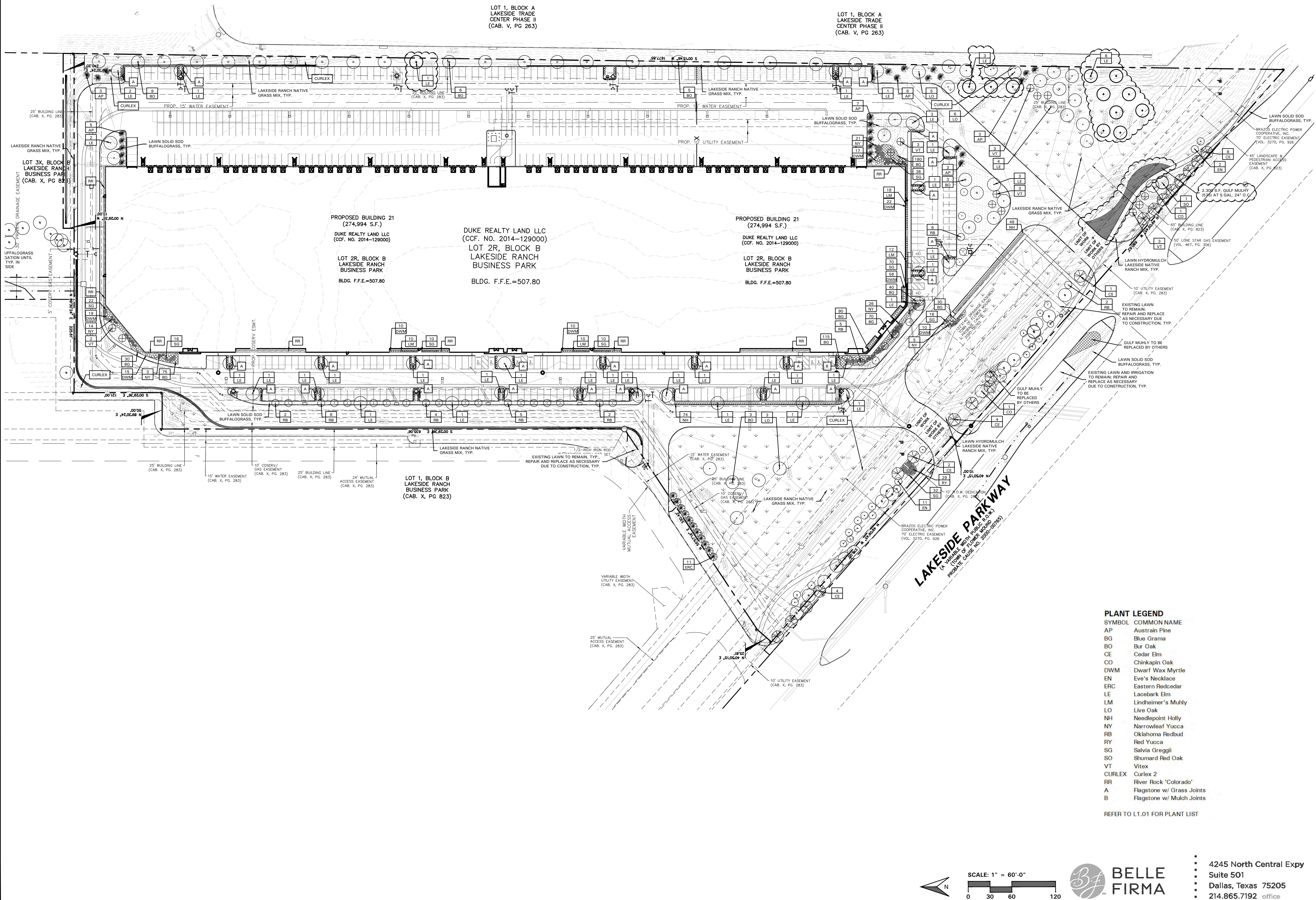
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Drawn By:
Duke Realty Job #: 18-141.1
A/E Job #: 18-141.1

DRAWING / SHEET TITLE

PROPOSED PARKING PLAN

SHEET NUMBER

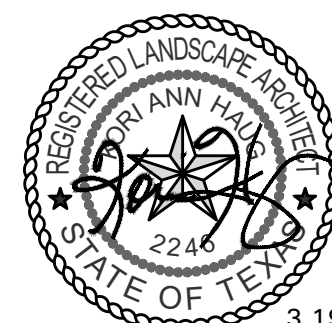
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14241 Dallas Parkway, Suite 1000
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Client / Consultant 1

MEINHARDT & ASSOCIATES ARCHITECTS P.L.L.C.
14643 DALLAS PARKWAY, SUITE 636
DALLAS, TEXAS 75254
972-980-8980



Professional Seal

LAKESIDE RANCH 350
350 LAKESIDE PARKWAY
FLOWER MOUND, TEXAS
BRIGHTSTAR - PHASE I

ISSUANCES

03.19.2021

Description Date

DRAWING INFORMATION

Scale: 1"=60'
Date: 11.13.2020
Checked By: KAH
Drawn By: KAH
Duke Realty Job #: 18-141.1
A/E Job #: 18-141.1

DRAWING / SHEET TITLE

OVERALL LANDSCAPE PLAN

SHEET NUMBER

L1.00

4245 North Central Expy
Suite 501
Dallas, Texas 75205
214.865.7192 office



SCALE: 1" = 60'-0"
0 30 60 120

PLANT LIST

SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	REMARKS
TREES					
AP	<i>Pinus nigra</i>	Austrian Pine	27	6" ht.	B&B or container grown, full to base, 3' spread
BO	<i>Quercus macrocarpa</i>	Bur Oak	26	3" cal.	container grown, 12' ht., 4' spread, 4' branching ht., matching
ERC	<i>Juniperus virginiana</i>	Eastern Redcedar	11	6' ht.	B&B or container grown, full to base, 3' spread
LE	<i>Ulmus parvifolia 'Sempervirens'</i>	Lacebark Elm	54	3" cal.	container grown, 12' ht., 4' spread, 4' branching ht., matching
LO	<i>Quercus virginiana</i>	Live Oak	14	3" cal.	container grown, 12' ht., 4' spread, 4' branching ht., matching
RB	<i>Cercis canadensis 'Oklahoma'</i>	Oklahoma Redbud	30	30 gal.	container grown, 8' ht., 4' spread min.
VT	<i>Vitex agnus-castus</i>	Vitex	11	30 gal.	B&B or container grown, 8' ht., 4' spread, 3 trunk min.
SHRUBS/GROUND COVER					
BG	<i>Bouteloua gracilis</i>	Blue Grama	630	1 gal.	container full, 18" o.c.
DWM	<i>Myrica pusilla</i>	Dwarf Wax Myrtle	161	5 gal.	container full, 20" spread, 36" o.c.
LM	<i>Muhlenbergia lindheimeri</i>	Lindheimer's Muhly	50	5 gal.	container full, 36" o.c.
NH	<i>Ilex cornuta 'Needlepoint'</i>	Needlepoint Holly	122	5 gal.	container full, 24" ht., 36" o.c.
NY	<i>Yucca glauca</i>	Narrowleaf Yucca	69	5 gal.	container full, 36" o.c.
RY	<i>Hesperaloe parvifolia</i>	Red Yucca	29	5 gal.	container full, 30" o.c.
SG	<i>Salvia greggii 'Red'</i> <i>Buchloe dactyloides '609'</i>	Salvia Greggii Buffalograss '609'	213	5 gal.	container full, 20" spread 24" o.c. solid sod, refer to notes
MISCELLANEOUS					
CURLEX		Curlex 2			install on 3:1 slopes and greater, typ.
RR		River Rock 'Colorado'			2"-4" dia., 4" depth with weed barrier fabric, typ.
A		Flagstone W/ Grass Joints			
B		Flagstone W/ Mulch Joints			

NOTE: ALL TREES SHALL HAVE STRAIGHT TRUNKS AND BE MATCHING WITHIN VARIETIES.
PLANT LIST IS AN AID TO BIDDERS ONLY. CONTRACTOR SHALL VERIFY ALL QUANTITIES ON PLAN.
ALL HEIGHTS AND SPREADS ARE MINIMUMS. ALL PLANT MATERIAL SHALL MEET OR EXCEED REMARKS AS INDICATED.

PLANT LIST - BY OTHERS

SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	REMARKS
TREES					
CE	<i>Ulmus crassifolia</i>	Cedar Elm	19	3" cal.	B&B, 12' ht., 4' spread, 4' branching ht., matching
CO	<i>Quercus muhlenbergii</i>	Chinkapin Oak	2	3" cal.	container grown, 12' ht., 4' spread, 4' branching ht., matching
EN	<i>Sophora affinis</i>	Eve's Necklace	13	30 gal.	container grown, 8' ht., 4' spread min., 4' branching ht.
RB	<i>Cercis canadensis 'Oklahoma'</i>	Oklahoma Redbud	2	30 gal.	container grown, 8' ht., 4' spread min.
SO	<i>Cercis shumardii</i>	Shumard Red Oak	1	3" cal.	container grown, 12' ht., 4' spread, 4' branching ht., matching
VT	<i>Vitex agnus-castus</i>	Vitex	3	2" cal.	B&B or container grown, 8' ht., 4' spread, 3 trunk min.

NOTE: ALL TREES SHALL HAVE STRAIGHT TRUNKS AND BE MATCHING WITHIN VARIETIES.
PLANT LIST IS AN AID TO BIDDERS ONLY. CONTRACTOR SHALL VERIFY ALL QUANTITIES ON PLAN.
ALL HEIGHTS AND SPREADS ARE MINIMUMS. ALL PLANT MATERIAL SHALL MEET OR EXCEED REMARKS AS INDICATED.

LANDSCAPE NOTES

- CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
- CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY LANDSCAPE ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
- CONTRACTOR SHALL PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
- CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL FINISHED GRADE IN PLANTING AREAS AND 1" BELOW FINAL FINISHED GRADE IN LAWN AREAS.
- ALL PLANTING BEDS AND LAWN AREAS SHALL BE SEPARATED BY STEEL EDGING. NO STEEL EDGING SHALL BE INSTALLED ADJACENT TO BUILDINGS, WALKS, OR CURBS. CUT STEEL EDGING AT 45 DEGREE ANGLE WHERE IT INTERSECTS WALKS AND CURBS.
- TOP OF MULCH SHALL BE 1/2" MINIMUM BELOW THE TOP OF WALKS AND CURBS.
- ALL LAWN AREAS SHALL BE SOLID SOD BUFFALOGRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.
- ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS AND EVAPOTRANSPIRATION (ET) WEATHER-BASED CONTROLLERS AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.
- CONTRACTOR SHALL PROVIDE BID PROPOSAL LISTING UNIT PRICES FOR ALL MATERIAL PROVIDED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.

MAINTENANCE NOTES

- THE OWNER, TENANT AND THEIR AGENT, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPE.
- ALL LANDSCAPE SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE MOWING, EDGING, PRUNING, FERTILIZING, WATERING, WEEDING AND OTHER SUCH ACTIVITIES COMMON TO LANDSCAPE MAINTENANCE.
- ALL LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS AND OTHER SUCH MATERIAL OR PLANTS NOT PART OF THIS PLAN.
- ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR.
- ALL PLANT MATERIAL WHICH DIES SHALL BE REPLACED WITH PLANT MATERIAL OF EQUAL OR BETTER VALUE.
- CONTRACTOR SHALL PROVIDE SEPARATE BID PROPOSAL FOR ONE YEAR'S MAINTENANCE TO BEGIN AFTER FINAL ACCEPTANCE.

GENERAL LAWN NOTES

- CONTRACTOR SHALL COORDINATE OPERATIONS AND AVAILABILITY OF EXISTING TOPSOIL WITH ON-SITE CONSTRUCTION MANAGER.
- CONTRACTOR SHALL LEAVE LAWN AREAS 1" BELOW FINAL FINISHED GRADE PRIOR TO TOPSOIL INSTALLATION.
- CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED ON CIVIL PLANS. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
- ALL LAWN AREAS SHALL BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR LANDSCAPE ARCHITECT PRIOR TO LAWN INSTALLATION.
- CONTRACTOR SHALL REMOVE ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLOUDS, STICKS, CONCRETE SPOILS, ETC. PRIOR TO PLACING TOPSOIL AND LAWN INSTALLATION.
- CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO: MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.
- CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.

SOLID SOD NOTES

- PLANT SOD BY HAND TO COVER INDICATED AREAS COMPLETELY. ENSURE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL VOIDS.
- ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.
- WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.
- IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1 AND MARCH 1, OVER-SEED BUFFALOGRASS SOD WITH WINTER RYEGRASS, AT A RATE OF FOUR (4) POUNDS PER ONE THOUSAND (1000) SQUARE FEET.

HYDROMULCH NOTES

- CONTRACTOR SHALL SCARIFY, RIP AND LOOSEN ALL AREAS TO BE HYDROMULCHED TO A MINIMUM DEPTH OF 4" PRIOR TO TOPSOIL AND HYDROMULCH INSTALLATION.
- BUFFALOGRASS SEED SHALL BE EXTRA HULLED AND TREATED LAWN TYPE, SHALL BE DELIVERED TO THE SITE IN ITS ORIGINAL UNOPENED CONTAINER AND SHALL MEET STATE LAW REQUIREMENTS.
- FIBER SHALL BE ONE HUNDRED PERCENT (100%) WOOD CELLULOSE FIBER, DELIVERED TO THE SITE IN ITS ORIGINAL UNOPENED CONTAINER AS MANUFACTURED BY 'CONWEB' OR EQUAL.
- FIBER TACK SHALL BE DELIVERED TO THE SITE IN ITS ORIGINAL UNOPENED CONTAINER AND SHALL BE 'TERRO-TACK ONE', AS MANUFACTURED BY GROWERS, INC. OR EQUAL.
- HYDROMULCH WITH BUFFALOGRASS SEED AT A RATE OF TWO (2) POUNDS PER ONE THOUSAND (1000) SQUARE FEET.
- USE A 4'X8' BATTER BOARD AGAINST ALL BED AREAS.
- IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1 AND MAY 1, ALL HYDROMULCH AREAS TO BE WINTER RYEGRASS, AT A RATE OF FOUR (4) POUNDS PER ONE THOUSAND (1000) SQUARE FEET. CONTRACTOR SHALL BE REQUIRED TO RE-HYDROMULCH WITH BUFFALOGRASS THE FOLLOWING GROWING SEASON AS PART OF THIS CONTRACT.
- ALL LAWN AREAS TO BE HYDROMULCHED SHALL HAVE ONE HUNDRED PERCENT (100%) COVERAGE PRIOR TO FINAL ACCEPTANCE.

LAKESIDE RANCH NATIVE GRASS MIX NOTES

- INSTALLATION OF NATIVE GRASSES TO BE PERFORMED BY HYDRO-SEEDING.
- PROVIDE A HYDROMULCH CAP PER HYDROMULCH NOTES.
- FINAL GRADES TO BE SMOOTH AND LEVEL FREE OF DEBRIS, ROCKS OVER 1" AND SHALL HAVE NO RUTS OR DEPRESSIONS.
- INSTALL THE FOLLOWING MIX AT 5.4 LB. PER ACRE AT THE FOLLOWING RATIO:
5% BUSHY BLUESTEM
30% SIDEOATS GRAMA
10% BLUE GRAMA
15% BUFFALO GRASS
15% PRAIRIE WILDROYE
15% SAND LOVEGRASS
10% GREEN SPRANGLETOP

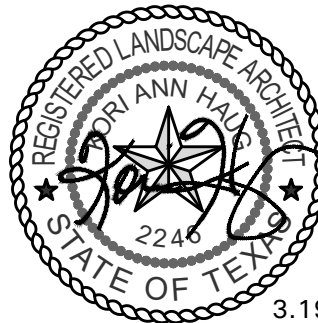
LANDSCAPE CONFORMANCE CHART			
Right of Way Zone Trees			
Standard	Street Frontage (Linear Feet)	Required	Provided
1 tree per 60 l.f. of property frontage	Lakeside Parkway - 966 l.f.	16 trees	16 trees
Right of Way Zone Native Grasses			
Standard	Total R.O.W. Area (Square Feet)	Required	Provided
20% of total area to be native seed mix	Lakeside Parkway - 6,717 s.f.	1,343 s.f.	4,398 s.f.
Street Buffer Zone Trees			
Standard	Street Frontage (Linear Feet)	Required	Provided
1 tree per 70 l.f. of property frontage	Lakeside Parkway - 1,078 l.f.	16 trees	23 trees
Street Buffer Zone Trees Ornamental and Understory Trees			
Standard	Canopy Perimeter (Linear Feet)	Required	Provided
1 understory tree per 20 ft. of canopy drift perimeter	Lakeside Parkway - 646 l.f.	33 ornamentals	33 ornamentals
Street Buffer Zone Trees Additional Tree and Understory Mixture Drifts			
Standard	Street Frontage (Linear Feet)	Required	Provided
40' long and no further than 480' apart	Lakeside Parkway - 1,078 l.f.		Requirements met
Street Buffer Zone Native Grasses / Groundcovers			
Standard	Total Street Buffer Zone Area (Square Feet)	Required	Provided
40% of total area to be native seed mix	Lakeside Parkway - 18,455 s.f.	7,382 s.f.	12,721 s.f.
Landscape Setback Buffer Zone			
Standard	Street Frontage	Required	Provided
Trees and Understory mixtures	Lakeside Parkway		Requirements met
Landscape Setback Buffer Zone Native Grasses / Groundcovers			
Standard	Total Landscape Setback Buffer Zone Area (Square Feet)	Required	Provided
40% of total area to be native seed mix	Lakeside Parkway - 14,047 s.f.	5,619 s.f.	7,079 s.f.
Parking Lot Landscaping			
Standard	Parking Lot Area (Square Footage)	Required	Provided
1 tree per 5,500 s.f. of parking lot area	141,018 s.f.	25 trees	25 trees
Parking Lot Landscaping			
Standard	Total Parking Lot Islands	Required	Provided
1 tree per island	26 islands	26 trees	26 trees
All parking spaces are located withing 50 ft. of a tree. * Variance Requested * (12) Trees to be relocated onsite			
Parking Lot Screening			
Standard	Parking Lot (Linear Feet)	Required	Provided
75% of parking frontage must be screened	432 l.f.	324 l.f.	376 l.f. shrubs
** Plant heights may be reduced to the extent that berm ground forms are used to Building Service Screening			
Evergreen tree planting, in natural drifts, 14' ht. after 1 year and 100% screening			Requirements met
Loading Dock Screening			
Evergreen tree planting, in natural drifts, 14' ht. after one year with evergreen shrubs, 3 ht. after 1 year, 100% screening and 4:1 berms			Requirements met
Building Landscaping			
Standard	Building Perimeter (Linear Feet)	Required	Provided
Foundation shrub drifts shall cover 30% of building perimeter (excluding service areas)	North Side - 274 l.f.	82 l.f.	84 l.f.
Foundation shrub drifts shall cover 30% of building perimeter (excluding service areas)	South Side - 274 l.f.	82 l.f.	250 l.f.
Foundation shrub drifts shall cover 30% of building perimeter (excluding service areas)	West Side - 991 l.f.	297 l.f.	210 l.f.
Parking Area Landscape			
Standard	No. of Parking Spaces	Required	Provided
90 s.f. per 12 spaces	499	3,698 s.f.	8,612 s.f.
Parking Space Mitigation			
Required	Provided	Additional Enhanced Landscape Required	Additional Enhanced Landscape Provided
214	499	1,940 s.f.	2,300 s.f.



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DALLAS, TEXAS 75254
972-980-8980



3.19.21

Professional Seal

LAKESIDE RANCH 350
350 LAKESIDE PARKWAY
FLOWER MOUND, TEXAS

BRIGHTSTAR - PHASE I

ISSUANCES

	03.19.2021
#	Description
	Date

DRAWING INFORMATION

Scale: NONE
Date: 11.13.2020
Checked By: KAH
Drawn By: KAH
Duke Realty Job #: A/E Job #:
18-141.1

DRAWING / SHEET TITLE

LANDSCAPE NOTES

SHEET NUMBER

L1.01



BELLE FIRMA

• 4245 North Central Expy
• Suite 501
• Dallas, Texas 75205
• 214.865.7192 office

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 94-04, AS AMENDED, WHICH ESTABLISHED PLANNED DEVELOPMENT DISTRICT NO. 83 (PD-83) INCLUDING CERTAIN PROPERTY DESCRIBED AS 18.234 ACRES OF LAND SITUATED IN THE J. KNIGHT SURVEY, ABSTRACT NUMBER 722, DENTON COUNTY, TEXAS, AND IDENTIFIED AS LOT 2R, BLOCK B OF THE LAKESIDE RANCH BUSINESS PARK; BY AMENDING EXHIBIT C, SECTION C.8.h., "PARKING LOT LANDSCAPING"; AND BY APPROVING A DEVIATION TO THE REQUIRED PARKING STANDARDS PURSUANT TO SECTION 82-73 OF THE CODE OF ORDINANCES, IN ACCORDANCE WITH SPECIFIC REQUIREMENTS STATED HEREIN AND EXHIBITS ATTACHED HERETO; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as approximately 18.234 acres of land situated in the J. Knight Survey, Abstract No. 722, Denton County, Texas, and identified as Lot 2R, Block B of the Lakeside Ranch Business Ranch Business Park, have filed an application for a Zoning Planned Development Amendment to amend Ordinance No. 94-04, as amended, for Planned Development District No. 83 (PD-83); and

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas, held a public hearing on April 26, 2021, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on May 17, 2021, with respect to the Zoning Planned Development amendment described herein; and

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

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

Ordinance No. _____

Page 2

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

SECTION 1

The Land Development Regulations of the Town of Flower Mound, Texas, as amended, are hereby amended on the hereinafter described property as shown below:

Approximately 18.234 acres of land situated in the J. Knight Survey, Abstract No. 722, Denton County, Texas, and identified as Lot 2R, Block B of the Lakeside Ranch Business Ranch Business Park.

Exhibit C, Section C.8.h. "Parking Lot Landscaping" of Planned Development District No. 83 (PD-83) is hereby amended as described in Exhibit "A" attached hereto and incorporated for all purposes.

A deviation to the required parking standards pursuant to Section 82-73 of the Code of Ordinances is hereby granted as depicted on Exhibit "B" attached hereto and incorporated for all purposes.

SECTION 2

The use of the property described above shall be subject to all applicable regulations contained in this Ordinance including all attached Exhibits hereto; PD-83, as amended; 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 or of the concept plan as adopted by the Town Council of the Town of Flower Mound shall be deemed

Ordinance No. _____

Page 3

guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-13 of the Code of Ordinances of the Town of Flower Mound. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 6

All rights and remedies of the Town of Flower Mound are expressly saved as to any and all violations of the provisions of the Land Development Regulations or any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 7

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

SECTION 8

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 17TH DAY OF MAY, 2021.

APPROVED:

Steve Dixon, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**

Exhibit “A”**Development Standards****Planned Development District No. 83 (PD-83)
Exhibit C, Section C.8.h. “Parking Lot Landscaping”**

With the exception of the area identified for potential truck court use on Lot 2R, Block B of the Lakeside Ranch Business Park (commonly described as 350 Lakeside Parkway), Exhibit C, Section C.8.h., “Parking Lot Landscaping,” applies as follows:

Landscaping of parking lots is primarily achieved by planting within the Landscape Setback Buffer. Additional planting shall be adequately distributed throughout parking lots as follows (except for the parking lot areas within any truck court/truck apron):

- i. Landscape islands within parking lots shall be provided. These islands shall be located within the parking lot itself and of sufficient size to break the expansiveness of large parking lots as follows:
 - (a) Landscape islands shall be provided between parking spaces, the width of the islands shall be a minimum of 6 feet, and the maximum number of spaces between any two islands shall be 20 parking spaces. Landscape pockets located within the parking field shall be a minimum of 100 square feet (inside curb dimension). Designs must allow a minimum of 3'-0" clearance between the front edge of the curb and the trunk of trees planted within the islands.
 - (b) Parking lots shall provide canopy trees at a ratio of one canopy tree per 5,500 s.f. of the total parking lot square footage but no less than one tree per landscape island. Calculation of this area shall not include parking lots or parking areas combined with truck loading aprons. Canopy tree arrangements shall be planted within the landscape islands described above (to the extent possible then located at the parking lot perimeter if sufficient space is not available). Landscape islands within parking lots shall be exclusively landscaped with trees, groundcovers, and/ or turf and provide stepping stones at the nose of such islands to accommodate pedestrian traffic in and out of cars. All planted areas within the parking islands shall be irrigated using bubblers for all trees, drip systems for groundcovers, and spray heads for all turf areas to conserve water usage.



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04.21.21
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LAKESIDE RANCH 350
350 LAKESIDE PARKWAY
FLOWER MOUND, TEXAS
BRIGHTSTAR - PHASE I

ISSUANCES

REV.	04.21.21
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#	Description	Date
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DRAWING INFORMATION

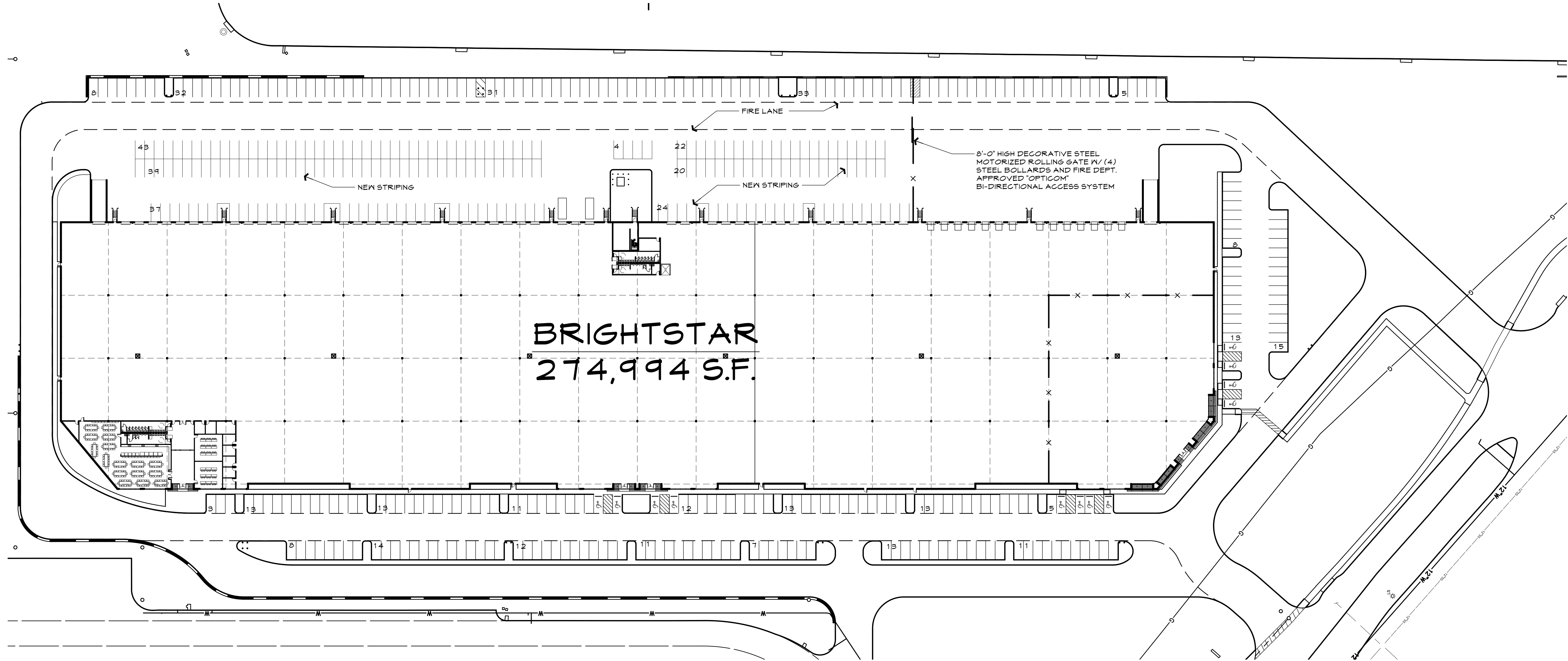
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PROPOSED PARKING PLAN

SHEET NUMBER

A1.10 B

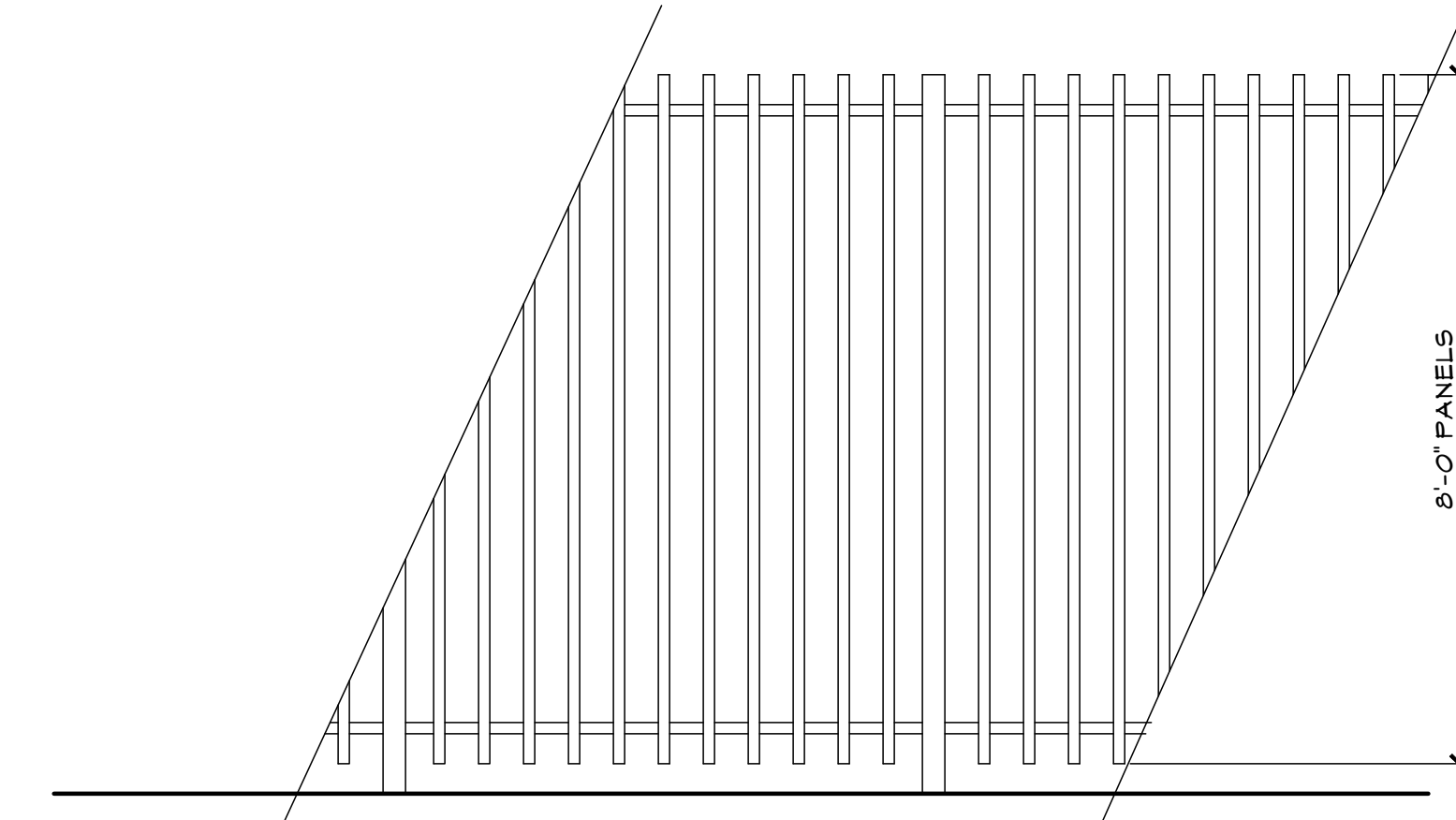


01 PROPOSED PARKING PLAN

Scale: 1" = 50'-0"

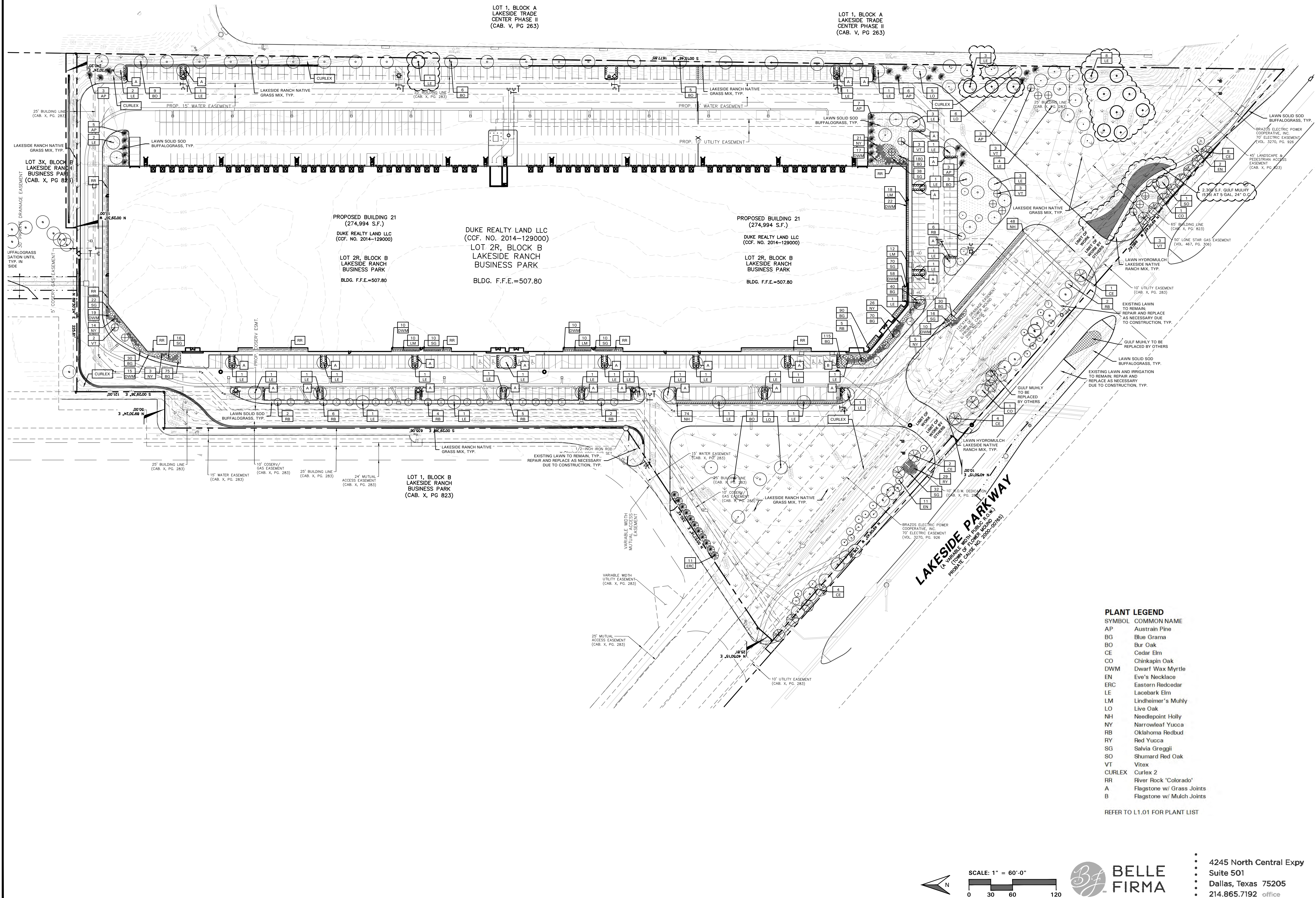
PARKING REQUIREMENTS

PARKING REQUIRED - OFFICE (10,529 SF @ 1:250 SF)	42.1 SPACES
PARKING REQUIRED - FUTURE OFFICE (7,500 SF @ 1:250)	30 SPACES
PARKING REQUIRED - FUTURE OFFICE MEZZANINE (7,500 SF @ 1:250)	30 SPACES
PARKING REQUIRED - WAREHOUSE (256,965 SF @ 1:2,000 SF)	128.5 SPACES
TOTAL PARKING REQUIRED	231 SPACES
EXISTING PARKING PROVIDED	304 SPACES
ADDITIONAL PARKING IN TRUCK COURT	195 SPACES
TOTAL PARKING PROVIDED	499 SPACES
TOTAL ACCESSIBLE STALLS REQUIRED PER 499 CARS PROVIDED	9 12 SPACES



02 DECORATIVE FENCE DETAIL

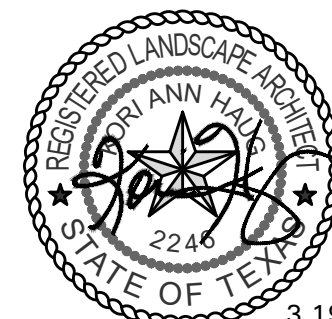
Scale: 1/2" = 1'-0"



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Professional Seal

LAKESIDE RANCH 350
350 LAKESIDE PARKWAY
FLOWER MOUND, TEXAS
BRIGHTSTAR - PHASE I

ISSUANCES

03.19.2021

DRAWING INFORMATION

Scale: 1"=60'
Date: 11.13.2020
Checked By: KAH
Drawn By: KAH
Duke Realty Job #: 18-141.1
A/E Job #: 18-141.1

DRAWING / SHEET TITLE

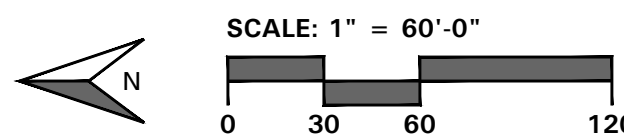
OVERALL LANDSCAPE PLAN

SHEET NUMBER

L1.00

SYMBOL	COMMON NAME
AP	Austrain Pine
BG	Blue Grama
BO	Bur Oak
CE	Cedar Elm
CO	Chinkapin Oak
DWM	Dwarf Wax Myrtle
EN	Eve's Necklace
EPC	Eastern Redcedar
LE	Lacebark Elm
LM	Lindheimer's Muhly
LO	Live Oak
NH	Needlepoint Holly
NY	Narrowleaf Yucca
RB	Oklahoma Redbud
RY	Red Yucca
SG	Salvia Greggii
SO	Shumard Red Oak
VT	Vitex
CURLEX	Curlex 2
RR	River Rock "Colorado"
A	Flagstone w/ Grass Joints
B	Flagstone w/ Mulch Joints

REFER TO L1.01 FOR PLANT LIST



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PLANT LIST

SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	REMARKS
TREES					
AP	<i>Pinus nigra</i>	Austrian Pine	27	6" ht.	B&B or container grown, full to base, 3' spread
BO	<i>Quercus macrocarpa</i>	Bur Oak	26	3" cal.	container grown, 12' ht., 4' spread, 4' branching ht., matching
ERC	<i>Juniperus virginiana</i>	Eastern Redcedar	11	6' ht.	B&B or container grown, full to base, 3' spread
LE	<i>Ulmus parvifolia</i> 'Sempervirens'	Lacebark Elm	54	3" cal.	container grown, 12' ht., 4' spread, 4' branching ht., matching
LO	<i>Quercus virginiana</i>	Live Oak	14	3" cal.	container grown, 12' ht., 4' spread, 4' branching ht., matching
RB	<i>Cercis canadensis</i> 'Oklahoma'	Oklahoma Redbud	30	30 gal.	container grown, 8' ht., 4' spread min.
VT	<i>Vitex agnus-castus</i>	Vitex	11	30 gal.	B&B or container grown, 8' ht., 4' spread, 3 trunk min.
SHRUBS/GROUND COVER					
BG	<i>Bouteloua gracilis</i>	Blue Grama	630	1 gal.	container full, 18" o.c.
DWM	<i>Myrica pusilla</i>	Dwarf Wax Myrtle	161	5 gal.	container full, 20" spread, 36" o.c.
LM	<i>Muhlenbergia lindheimeri</i>	Lindheimer's Muhly	50	5 gal.	container full, 36" o.c.
NH	<i>Ilex cornuta</i> 'Needlepoint'	Needlepoint Holly	122	5 gal.	container full, 24" ht., 36" o.c.
NY	<i>Yucca glauca</i>	Narrowleaf Yucca	69	5 gal.	container full, 36" o.c.
RY	<i>Hesperaloe parvifolia</i>	Red Yucca	29	5 gal.	container full, 30" o.c.
SG	<i>Salvia greggii</i> 'Red'	Salvia Greggii	213	5 gal.	container full, 20" spread 24" o.c.
	<i>Buchloe dactyloides</i> '609'	Buffalograss '609'			solid sod, refer to notes
MISCELLANEOUS					
CURLEX		Curlex 2			install on 3:1 slopes and greater, typ.
RR		River Rock 'Colorado'			2"-4" dia., 4" depth with weed barrier fabric, typ.
A		Flagstone W/ Grass Joints			
B		Flagstone W/ Mulch Joints			

NOTE: ALL TREES SHALL HAVE STRAIGHT TRUNKS AND BE MATCHING WITHIN VARIETIES.
PLANT LIST IS AN AID TO BIDDERS ONLY. CONTRACTOR SHALL VERIFY ALL QUANTITIES ON PLAN.
ALL HEIGHTS AND SPREADS ARE MINIMUMS. ALL PLANT MATERIAL SHALL MEET OR EXCEED REMARKS AS INDICATED.

PLANT LIST - BY OTHERS

SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	REMARKS
TREES					
CE	<i>Ulmus crassifolia</i>	Cedar Elm	19	3" cal.	B&B, 12' ht., 4' spread, 4' branching ht., matching
CO	<i>Quercus muhlenbergii</i>	Chinkapin Oak	2	3" cal.	container grown, 12' ht., 4' spread, 4' branching ht., matching
EN	<i>Sophora affinis</i>	Eve's Necklace	13	30 gal.	container grown, 8' ht., 4' spread min., 4' branching ht.
RB	<i>Cercis canadensis</i> 'Oklahoma'	Oklahoma Redbud	2	30 gal.	container grown, 8' ht., 4' spread min.
SO	<i>Cercis shumardii</i>	Shumard Red Oak	1	3" cal.	container grown, 12' ht., 4' spread, 4' branching ht., matching
VT	<i>Vitex agnus-castus</i>	Vitex	3	2" cal.	B&B or container grown, 8' ht., 4' spread, 3 trunk min.

NOTE: ALL TREES SHALL HAVE STRAIGHT TRUNKS AND BE MATCHING WITHIN VARIETIES.
PLANT LIST IS AN AID TO BIDDERS ONLY. CONTRACTOR SHALL VERIFY ALL QUANTITIES ON PLAN.
ALL HEIGHTS AND SPREADS ARE MINIMUMS. ALL PLANT MATERIAL SHALL MEET OR EXCEED REMARKS AS INDICATED.

LANDSCAPE NOTES

- CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
- CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY LANDSCAPE ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
- CONTRACTOR SHALL PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
- CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL FINISHED GRADE IN PLANTING AREAS AND 1" BELOW FINAL FINISHED GRADE IN LAWN AREAS.
- ALL PLANTING BEDS AND LAWN AREAS SHALL BE SEPARATED BY STEEL EDGING. NO STEEL EDGING SHALL BE INSTALLED ADJACENT TO BUILDINGS, WALKS, OR CURBS. CUT STEEL EDGING AT 45 DEGREE ANGLE WHERE IT INTERSECTS WALKS AND CURBS.
- TOP OF MULCH SHALL BE 1/2" MINIMUM BELOW THE TOP OF WALKS AND CURBS.
- ALL LAWN AREAS SHALL BE SOLID SOD BUFFALOGRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.
- ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS AND EVAPOTRANSPIRATION (ET) WEATHER-BASED CONTROLLERS AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.
- CONTRACTOR SHALL PROVIDE BID PROPOSAL LISTING UNIT PRICES FOR ALL MATERIAL PROVIDED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.

MAINTENANCE NOTES

- THE OWNER, TENANT AND THEIR AGENT, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPE.
- ALL LANDSCAPE SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE MOWING, EDGING, PRUNING, FERTILIZING, WATERING, WEEDING AND OTHER SUCH ACTIVITIES COMMON TO LANDSCAPE MAINTENANCE.
- ALL LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS AND OTHER SUCH MATERIAL OR PLANTS NOT PART OF THIS PLAN.
- ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR.
- ALL PLANT MATERIAL WHICH DIES SHALL BE REPLACED WITH PLANT MATERIAL OF EQUAL OR BETTER VALUE.
- CONTRACTOR SHALL PROVIDE SEPARATE BID PROPOSAL FOR ONE YEAR'S MAINTENANCE TO BEGIN AFTER FINAL ACCEPTANCE.

GENERAL LAWN NOTES

- CONTRACTOR SHALL COORDINATE OPERATIONS AND AVAILABILITY OF EXISTING TOPSOIL WITH ON-SITE CONSTRUCTION MANAGER.
- CONTRACTOR SHALL LEAVE LAWN AREAS 1" BELOW FINAL FINISHED GRADE PRIOR TO TOPSOIL INSTALLATION.
- CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED ON CIVIL PLANS. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
- ALL LAWN AREAS SHALL BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR LANDSCAPE ARCHITECT PRIOR TO LAWN INSTALLATION.
- CONTRACTOR SHALL REMOVE ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLOUDS, STICKS, CONCRETE SPOILS, ETC. PRIOR TO PLACING TOPSOIL AND LAWN INSTALLATION.
- CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO: MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.
- CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.

SOLID SOD NOTES

- PLANT SOD BY HAND TO COVER INDICATED AREAS COMPLETELY. ENSURE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL VOIDS.
- ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.
- WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.
- IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1 AND MARCH 1, OVER-SEED BUFFALOGRASS SOD WITH WINTER RYEGRASS, AT A RATE OF FOUR (4) POUNDS PER ONE THOUSAND (1000) SQUARE FEET.

HYDROMULCH NOTES

- CONTRACTOR SHALL SCARIFY, RIP AND LOOSEN ALL AREAS TO BE HYDROMULCHED TO A MINIMUM DEPTH OF 4" PRIOR TO TOPSOIL AND HYDROMULCH INSTALLATION.
- BUFFALOGRASS SEED SHALL BE EXTRA HULLED AND TREATED LAWN TYPE, SHALL BE DELIVERED TO THE SITE IN ITS ORIGINAL UNOPENED CONTAINER AND SHALL MEET STATE LAW REQUIREMENTS.
- FIBER SHALL BE ONE HUNDRED PERCENT (100%) WOOD CELLULOSE FIBER, DELIVERED TO THE SITE IN ITS ORIGINAL UNOPENED CONTAINER AS MANUFACTURED BY 'CONWEB' OR EQUAL.
- FIBER TACK SHALL BE DELIVERED TO THE SITE IN ITS ORIGINAL UNOPENED CONTAINER AND SHALL BE 'TERRO-TACK ONE', AS MANUFACTURED BY GROWERS, INC. OR EQUAL.
- HYDROMULCH WITH BUFFALOGRASS SEED AT A RATE OF TWO (2) POUNDS PER ONE THOUSAND (1000) SQUARE FEET.
- USE A 4'X8' BATTER BOARD AGAINST ALL BED AREAS.
- IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1 AND MAY 1, ALL HYDROMULCH AREAS TO BE WINTER RYEGRASS, AT A RATE OF FOUR (4) POUNDS PER ONE THOUSAND (1000) SQUARE FEET. CONTRACTOR SHALL BE REQUIRED TO RE-HYDROMULCH WITH BUFFALOGRASS THE FOLLOWING GROWING SEASON AS PART OF THIS CONTRACT.
- ALL LAWN AREAS TO BE HYDROMULCHED SHALL HAVE ONE HUNDRED PERCENT (100%) COVERAGE PRIOR TO FINAL ACCEPTANCE.

LAKESIDE RANCH NATIVE GRASS MIX NOTES

- INSTALLATION OF NATIVE GRASSES TO BE PERFORMED BY HYDRO-SEEDING.
- PROVIDE A HYDROMULCH CAP PER HYDROMULCH NOTES.
- FINAL GRADES TO BE SMOOTH AND LEVEL FREE OF DEBRIS, ROCKS OVER 1" AND SHALL HAVE NO RUTS OR DEPRESSIONS.
- INSTALL THE FOLLOWING MIX AT 5.4 LB. PER ACRE AT THE FOLLOWING RATIO:
5% BUSHY BLUESTEM
30% SIDEOATS GRAMA
10% BLUE GRAMA
15% BUFFALO GRASS
15% PRAIRIE WILDROYE
15% SAND LOVEGRASS
10% GREEN SPRANGLETOP

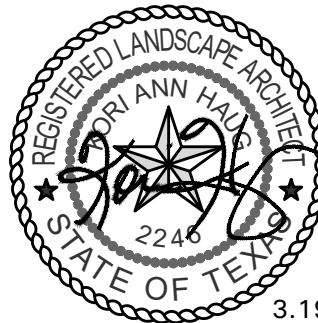
LANDSCAPE CONFORMANCE CHART			
Right of Way Zone Trees			
Standard	Street Frontage (Linear Feet)	Required	Provided
1 tree per 60 l.f. of property frontage	Lakeside Parkway - 966 l.f.	16 trees	16 trees
Right of Way Zone Native Grasses			
Standard	Total R.O.W. Area (Square Feet)	Required	Provided
20% of total area to be native seed mix	Lakeside Parkway - 6,717 s.f.	1,343 s.f.	4,398 s.f.
Street Buffer Zone Trees			
Standard	Street Frontage (Linear Feet)	Required	Provided
1 tree per 70 l.f. of property frontage	Lakeside Parkway - 1,078 l.f.	16 trees	23 trees
Street Buffer Zone Trees Ornamental and Understory Trees			
Standard	Canopy Perimeter (Linear Feet)	Required	Provided
1 understory tree per 20 ft. of canopy drift perimter	Lakeside Parkway - 646 l.f.	33 ornamentals	33 ornamentals
Street Buffer Zone Trees Additional Tree and Understory Mixture Drifts			
Standard	Street Frontage (Linear Feet)	Required	Provided
40' long and no further than 480' apart	Lakeside Parkway - 1,078 l.f.		Requirements met
Street Buffer Zone Native Grasses / Groundcovers			
Standard	Total Street Buffer Zone Area (Square Feet)	Required	Provided
40% of total area to be native seed mix	Lakeside Parkway - 18,455 s.f.	7,382 s.f.	12,721 s.f.
Landscape Setback Buffer Zone			
Standard	Street Frontage	Required	Provided
Trees and Understory mixtures	Lakeside Parkway		Requirements met
Landscape Setback Buffer Zone Native Grasses / Groundcovers			
Standard	Total Landscape Setback Buffer Zone Area (Square Feet)	Required	Provided
40% of total area to be native seed mix	Lakeside Parkway - 14,047 s.f.	5,619 s.f.	7,079 s.f.
Parking Lot Landscaping			
Standard	Parking Lot Area (Square Footage)	Required	Provided
1 tree per 5,500 s.f. of parking lot area	141,018 s.f.	25 trees	25 trees
Parking Lot Landscaping			
Standard	Total Parking Lot Islands	Required	Provided
1 tree per island	26 islands	26 trees	26 trees
All parking spaces are located withing 50 ft. of a tree. * Variance Requested * (12) Trees to be relocated onsite			
Parking Lot Screening			
Standard	Parking Lot (Linear Feet)	Required	Provided
75% of parking frontage must be screened	432 l.f.	324 l.f.	376 l.f. shrubs
** Plant heights may be reduced to the extent that berm ground forms are used to Building Service Screening			
Evergreen tree planting, in natural drifts, 14' ht. after 1 year and 100% screening			Requirements met
Loading Dock Screening			
Evergreen tree planting, in natural drifts, 14' ht. after one year with evergreen shrubs, 3 ht. after 1 year, 100% screening and 4:1 berms			Requirements met
Building Landscaping			
Standard	Building Perimeter (Linear Feet)	Required	Provided
Foundation shrub drifts shall cover 30% of building perimeter (excluding service areas)	North Side - 274 l.f.	82 l.f.	84 l.f.
Foundation shrub drifts shall cover 30% of building perimeter (excluding service areas)	South Side - 274 l.f.	82 l.f.	250 l.f.
Foundation shrub drifts shall cover 30% of building perimeter (excluding service areas)	West Side - 991 l.f.	297 l.f.	210 l.f.
Parking Area Landscape			
Standard	No. of Parking Spaces	Required	Provided
90 s.f. per 12 spaces	499	3,698 s.f.	8,612 s.f.
Parking Space Mitigation			
Required	Provided	Additional Enhanced Landscape Required	Additional Enhanced Landscape Provided
214	499	1,940 s.f.	2,300 s.f.



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3.19.21

Professional Seal

LAKESIDE RANCH 350
350 LAKESIDE PARKWAY
FLOWER MOUND, TEXAS

BRIGHTSTAR - PHASE I

ISSUANCES

	03.19.2021
#	Description
	Date

DRAWING INFORMATION

Scale: NONE
Date: 11.13.2020
Checked By: KAH
Drawn By: KAH
Duke Realty Job #: A/E Job #:
18-141.1

DRAWING / SHEET TITLE

LANDSCAPE NOTES

SHEET NUMBER

L1.01



BELLE FIRMA

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• Dallas, Texas 75205
• 214.865.7192 office



SCHEDULED	6/7/2021	Consent	Stonecrest Pump Station Auxiliary Power Phase I - Construction Award
		Consent	Sentinel Oaks Water Line Replacement - Construction Award
		Consent	2021 SSES & Manhole Rehabilitation Smoke Testing & Design
		Consent	Wastewater Treatment Plant Master Plan Update
		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.
		Consent	2020-21 Playground - Grand Park
		Regular	Public Hearing to consider an ordinance granting Specific Use Permit No. 469 (SUP21-0003– Turning Pointe Dance Studio) to permit a Dancing, drama, or music school or studio use. The property is generally located south of Garden Road and west of Morriss Road. (The Planning and Zoning Commission recommended approval/denial by a vote of 0 to 0 at its May 24, 2021, meeting)
	6/21/2021	Consent	Pink Evening Primrose Trail Connection (Bridge & Trail) - Construction Award
		Consent	Edgefield Trail Reconstruction - Construction Award
		Consent	Stonecrest Pump Station Auxiliary Power Phase I - Testing Award
		Presentation	Proclamation for National Parks and Recreation Month
		Regular	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.
		Regular	Consider approval of an ordinance authorizing the issuance of the Town of Flower Mound, Texas, General Obligation Refunding Bonds, Series 2021, establishing parameters for the sale and issuance of such bonds, delegating certain matters to an authorized official of the Town and resolving all matters incident and related thereto.
	7/19/2021	Consent	Edgefield Trail Reconstruction - Testing Award
		Consent	Pink Evening Primrose Trail Connection (Bridge & Trail) - Testing Award

SCHEDULED	8/2/2021	Presentation	Placeholder: KFMB annual update
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