

AGENDA

FLOWER MOUND TOWN COUNCIL REGULAR MEETING

2/21/2022

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. PRESENTATIONS

1. Proclamation and presentation of Hometown Hero-Duke Carrillo
2. Salvation Army to present a thank you to Town of Flower Mound

E. 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.

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. Operational updates

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H. FUTURE AGENDA ITEMS

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

I. COORDINATION OF CALENDARS

1. A regular meeting is scheduled for Monday, March 7

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 2/7- Consider approval of the minutes from a regular meeting of the Town Council held on February 7, 2022.
2. Municipal Court recording/AV system- Consider approval to replace the audio video hardware and software for the Municipal Court in the amount of \$92,893.08.
3. 2nd FY 21-22 Budget Amendment- Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2021, and ending on September 30, 2022, as adopted by Ordinance No. 38-21 and amended by Ordinance No. 50-21 for adjustments to the General Fund.
4. Police Mental Health Grant- Consider approval of a resolution authorizing the submission of a grant application with the Office of the Governor for the 2023 Victim Assistance, First Responder Mental Health Program; authorizing the Town Manager to act on behalf of the Town of Flower Mound in all matters related to the application; authorizing acceptance of funds if awarded; and pledging that if funding for this project is received, the Town will comply with all project requirements of the Office of the Governor.
5. DataProse LLC Printing and Mailing- Consider approval of an agreement with DataProse LLC for utility bill printing and mailing services, in the estimated annual amount of \$126,700 through an existing interlocal agreement between the Town of Flower Mound and the City of Plano, and authorization for the Mayor to execute same on behalf of the Town.
6. Traffic Signal Parts BuyBoard- Consider Approval of the purchase of traffic signal detection systems, signal cabinets, and traffic related parts, in the estimated annual amount of \$250,000.00, from Mobotrex, through the BuyBoard Cooperative Purchasing contract.
7. Royal Oaks WL Replace Design Award- Consider approval of a Professional Services Agreement with Pacheco Koch Consulting Engineers, LLC, for the design phase services associated with the Royal Oaks Water Line Replacement Phase I project, in the amount of \$71,399.00; and authorization for the Mayor to execute same on behalf of the Town.

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K. REGULAR ITEMS

8. ZPD18-0014 - Silveron Park- Public Hearing to consider an ordinance amending the zoning (ZPD18-0014 – Silveron Park) from Planned Development District No. 31 (PD-31) with Campus Commercial District (CC) uses to Planned Development District No.171 (PD-171) with Campus Commercial District (CC) and multifamily uses, and with certain waivers, exceptions and modifications to the Code of Ordinances. The property is generally located south of International Parkway and east of Lakeside Village Boulevard. (On January 10, 2022, P&Z moved to table this item to its January 24, 2022, meeting by a vote of 6 to 0.) (On January 19, 2022 the Applicant formally requested to reschedule the public hearing for the February 14, 2022 P&Z meeting, and the February 21, 2022 Town Council meeting.) (P&Z recommended approval by a vote of 6 to 0 at its February 14, 2022, meeting.)
9. TRP19-0020 - Silveron Park- Public Hearing to consider an application for a tree removal permit (TRP19-0020) for eight (8) specimen trees on property proposed for development as Silveron Park. The property is generally located south of Long Prairie Road and east of Lakeside Village Boulevard. (The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its October 1, 2019, meeting).
10. TRP21-0040 - 5012 Castellano Ct.- Public Hearing to consider an application for a tree removal permit (TRP21-0040) for two (2) specimen trees on Lot 19, Block E of the Montalcino Estates PH 2 subdivision. The property is located at 5012 Castellano Ct. (The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its February 1, 2022, meeting).
11. Application Process Timeline- Discuss the process for Town Council agenda items, including timing. **(No packet content)**

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

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

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 Town Attorney, and to discuss matters relating to real property, personnel, and economic development negotiations, as follows:

- a. Consultation with Town Attorney.
 1. Cause No. 18-9622-431; EagleRidge Operating, LLC v Town of Flower Mound, Texas, et al
 2. 2006 Rule 11 agreement and dismissal, Cause No. 2005-20153-158 and Flower Mound Ranch Development Applications
- b. Discuss and consider purchase, exchange, lease or value of real property for parks, public rights-of-way, and/or other municipal purposes and all matters incident and related thereto.

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

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 above referenced items.

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: February 18, 2022, at 3:00 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: February 21, 2022

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council held on February 7, 2022.

BACKGROUND INFORMATION: The Town Council held a regular meeting on February 7, 2022.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes 2/7

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

FLOWER MOUND TOWN COUNCIL MEETING OF FEBRUARY 7, 2022**PAGE 1**

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 7TH DAY OF FEBRUARY 2022, 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:

Derek France	Mayor
Ben Bumgarner	Mayor Pro Tem
Sandeep Sharma	Deputy Mayor Pro Tem
Adam Schiestel	Councilmember Place 1
Jim Engel	Councilmember Place 4
Ann Martin	Councilmember Place 5

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

Theresa Scott	Town Secretary
Bryn Meredith	Town Attorney
James W. Childers	Town Manager
Tommy Dalton	Assistant Town Manager
Tiffany Bruce	Assistant Town Manager/Town Engineer
Lexin Murphy	Director of Planning Services
Chuck Jennings	Director of Parks and Recreation Services
JP Walton	Strategic Services Manager
Paul Henley	Fire Chief
Brandon Barth	Division Chief/Administration

A. CALL MEETING TO ORDER

Mayor France 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 Russ McNamer gave the invocation and Mayor France led the pledges.

D. PUBLIC COMMENT

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

	Speaker names and address	Subject (as written on the form or stated)
1.	Renee Doyle, 920 Drake Trl	Permits
2.	Damon Murphy, 1052 Colony	Property on Wager Rd by Vickery Elem.
3.	Don McDaniel, 850 Mistletoe Dr, Lantana, TX	Consent #11
4.	Bryan Webb, 4112 High Rd	Item D
5.	Paul Stone, 1868 Meyerwood	1/18 FMTC workshop
6.	Carol Kyer, 2616 Crepe Myrtle	Council
7.	Jodie Boutilier, 2201 Jester Ln	Agenda item D
8.	Deepa Pulianda, 2805 Cape Brett Dr	Agenda item D

FLOWER MOUND TOWN COUNCIL MEETING OF FEBRUARY 7, 2022**PAGE 2**

9.	Al Picardi, 1525 Lindby	Council
10.	Avery Jerina, 1900 Tennyson Dr	Arts center
11.	Patsy Mizeur, 1821 Castle Ct With donated time from: Brenda Windham, 3896 Quail Run	Master plan review

E. PRESENTATIONS

1. Special presentation by Flower Mound Youth Sports Association (FMYSA).

Tracy Black, General Manager and Tournament Director, FMYSA, expressed appreciation for the Town and Chamber's support in the USA Baseball event.

F. ANNOUNCEMENTS

Mayor France and members of Council expressed appreciation for the work done by Town staff in managing the recent weather event.

Councilmember Engel pointed out there is an item on the agenda to call the election and for Councilmember places 1 and 3.

Mayor France recognized the Flower Mound Citizens Academy participants that were in the audience.

Mayor France encouraged candidates to be cognizant of the Town's sign ordinance when placing campaign signs throughout Town.

G. TOWN MANAGER'S REPORT

Mr. Childers provided an update on the following items:

1. Capital improvement projects

No discussion.

2. Economic Development projects

No discussion.

3. Operational updates

Mr. Childers and Fire Chief Henley provided background information on the Town's response to the recent weather event.

Chief Barth gave a presentation identifying or noting actions taken by the Town in response to winter storm Landon.

H. FUTURE AGENDA ITEMS

1. Councilmember Engel requested a presentation regarding what's being planned or underway for various neighboring developments given the potential impact to Flower

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Mound, and with the timing being within the next month. There was Council consensus to proceed with the discussion.

I. COORDINATION OF CALENDARS

1. The next Town Council regular meeting is scheduled for Monday, February 21

Mayor France announced the above referenced meeting date and confirmed that everyone will be available.

J. CONSENT ITEMS

1. Consider approval of the minutes from a regular meeting and work session of the Town Council held on January 18, 2022.
2. Consider approval of a resolution calling for a general election to be held May 7, 2022, for the offices of Town Council Place 1 and Town Council Place 3; establishing procedures for those elections; and providing an effective date.

RESOLUTION NO. 01-22

A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS, CALLING FOR A GENERAL ELECTION TO BE HELD ON MAY 7, 2022, FOR THE OFFICES OF TOWN COUNCIL PLACE 1 AND PLACE 3; ESTABLISHING PROCEDURES FOR THOSE ELECTIONS; AND PROVIDING AN EFFECTIVE DATE.

3. Consider approval of a 3-year agreement for the Town's backup internet connection with Grande Communications in the amount of \$30,564.00 and authorize the Mayor to execute same on behalf of the Town.
4. Consider approval of Town Hall Server Room Replication in the amount of \$ 176,207.28
5. Consider approval to replace landscape damaged by winter storm Viola and use contract pricing from American Landscape for the replacement amount not to exceed \$148,000.
6. Consider approval to complete fire station alerting system in the amount of \$29,596.63.
7. Consider approval of the purchase of three 2023 Ford Transit 250 Work Vans per Town of Flower Mound Specifications and Vendor Quote from Sam Pack's Five Star Ford in the amount of \$136,973.45.
8. Consider approval of an agreement with the City of Fort Worth to provide fire suppression, emergency medical services, hazardous materials response and other emergency and non-emergency services when requested in the City or Town and authorization for the Mayor to execute same on behalf of the Town.
9. Consider approval of a resolution recognizing the Flower Mound Fire Department's Fire Prevention Division (Fire Marshal's Office) as a Law Enforcement Agency.

RESOLUTION NO. 02-22

A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS, RECOGNIZING THE FLOWER MOUND FIRE DEPARTMENT'S FIRE PREVENTION DIVISION (FIRE MARSHAL'S OFFICE) AS A LAW ENFORCEMENT AGENCY.

FLOWER MOUND TOWN COUNCIL MEETING OF FEBRUARY 7, 2022**PAGE 4**

10. Consider approval of Change Order No. 3 for the trail adjustments for the Canyon Falls Park project, amending the contract with MSB Contractors, Inc., to provide for an increase to the contract in the amount of \$23,225.60; and authorization for the Mayor to execute same on behalf of the Town.
11. Consider approval of a Professional Services Agreement with Parkhill | Schrickel Rollins for design services associated with The Flower Mound New Retaining Wall Replacement Project in the amount of \$48,000.00 and for the Mayor to execute this agreement on behalf of the Town.
12. Consider approval of a Professional Services Agreement with Jones & Carter, Inc., for the design phase services associated with the Sunrise Circle Wastewater Connection project, in the amount of \$40,000.00; and authorization for the Mayor to execute same on behalf of the Town.
13. Consider approval of a Professional Services Agreement with Kimley-Horn and Associates, Inc., for the design phase services associated with the Morriss Road Water Line Phase IV (Waketon to FM 407) project, in the amount of \$240,000.00; and authorization for the Mayor to execute same on behalf of the Town.

Deputy Mayor Pro Tem Sharma moved to approve by consent Items 1 – 13, as presented in the agenda caption. Councilmember Engel seconded the motion. Each item, as approved by consent, is restated above, and if applicable, the Ordinance or Resolution caption for each, for the record.

VOTE ON MOTION:*Motion passed***AYES: MARTIN, ENGEL, BUMGARNER, SHARMA, SCHIESTEL****NAYS: NONE****K. REGULAR ITEMS**

14. Consider approval of Amendment No. 3 to the Fiscal Year 2021-2022 Capital Improvement Program.

Staff Presentation

Ms. Bruce provided background information and Mr. Jennings gave a presentation identifying or noting:

- Bakersfield Park Infield Renovation Project background information
- Why Field 11 was selected
- Scope of work and funding
- Example of synthetic turf infield

Jeff Fisher, Miracle League of North Texas

Mr. Fisher gave a presentation identifying or noting:

- What is Miracle League
- Miracle League history
- Future plan
- Support
- Contributions
- What we learned (secondary benefits)

VOTE ON MOTION:*Motion passed***AYES: SCHIESTEL, SHARMA, BUMGARNER, ENGEL, MARTIN**

FLOWER MOUND TOWN COUNCIL MEETING OF FEBRUARY 7, 2022**PAGE 5****NAYS: NONE**

15. Public Hearing to consider an ordinance granting Specific Use Permit No. 472 (SUP21-0005 – Bosco Boat Dealership) to permit inclusion of Retail, general (outdoors) use for a boat dealership within an existing car dealership facility. The property is generally located south of Justin Road and east of Stone Hill Farms Parkway. (P&Z recommended approval with conditions by a vote of 6 to 0 at its December 13, 2021, meeting.)

Staff Presentation

Mr. Murphy stated that the applicant requested this item be postponed.

Applicant Presentation

Paul Bosco, Jr. indicated the request to postpone is for clarification purposes.

Mayor France opened the Public Hearing at 7:28 p.m. No one spoke. Mayor France closed the Public Hearing at 7:29 p.m.

Mayor Pro Tem Bumgarner moved to postpone item 15, including the Public Hearing to March 21, 2022. Councilmember Martin seconded the motion.

VOTE ON MOTION:*Motion passed***AYES: MARTIN, ENGEL, BUMGARNER, SHARMA, SCHIESTEL****NAYS: NONE**

16. Consider approval of a Professional Services Agreement for a Feasibility Study for the Cultural Arts Center, with Oxley, Williams, Tharp Architects PLLC., In the amount of \$26,400.00 and for the Mayor to execute this agreement on behalf of the Town.

Staff Presentation

Mr. Childers provided background information and Mr. Walton gave a presentation identifying or noting:

- Background information
- Professional Services Agreement – Cultural Arts Center (what's included)

and he, or Andrew Oxley, Oxley Williams Tharp Architects, responded to questions from Council regarding:

- Will the flood zone risk be part of the study
- If the funds will be reimbursed regardless of whether the Town goes forward or not
- Scope of services

There was Council discussion regarding:

- Purpose of the item

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

VOTE ON MOTION:*Motion passed***AYES: SCHIESTEL, SHARMA, BUMGARNER, ENGEL, MARTIN****NAYS: NONE**

L. BOARDS/COMMISSIONS

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.

17. Discuss ongoing training for boards and commissions, as well as staff and legal support roles.

Staff Presentation

Ms. Scott gave a presentation identifying or noting:

- Background information
- Board & Commission training
- Knowledge reinforcement - ongoing training
- Staff/legal support

There was Council discussion regarding:

- Suggestion that the training manual be made available on the Town's website
- Possibility of adding a question to the application as to if they read the manual
- Transportation Commission training topic: Neighborhood traffic management program
- Planning & Zoning training topic: SMARTGrowth meetings and impact fee reports

M./N. CLOSED/OPEN MEETING

The Town Council convened into a closed meeting at 7:57 p.m. on February 7, 2022, 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 9:46 p.m. on February 7, 2022, and no action was taken on the following items:

- a. Consultation with Attorney.

1. Cause No. 18-9622-431; EagleRidge Operating, LLC v Town of Flower Mound, Texas, et al

1. 2006 Rule 11 agreement and dismissal, Cause No. 2005-20153-158 and Flower Mound Ranch Development Applications

2. Ad valorem tax exemption matters

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

FLOWER MOUND TOWN COUNCIL MEETING OF FEBRUARY 7, 2022**PAGE 7**

- c. 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.
- 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.
- e. Deliberate the appointment, employment, evaluation, reassignment, duties and responsibilities, of the Presiding and Alternate Municipal Court Judge.

O. ADJOURN REGULAR MEETING

Mayor France adjourned the meeting at 9:47 p.m. on Monday, February 7, 2022, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

DEREK FRANCE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 2

CONSENT ITEM

DATE: February 21, 2022

FROM: Jeff Garner, Director of Facilities Management

ITEM: **Consider approval to replace the audio video hardware and software for the Municipal Court in the amount of \$92,893.08.**

BACKGROUND INFORMATION: The audio video system being used by Municipal Court (Court) during court proceedings was last upgraded in 2011 and has become very unstable with recurrent glitches. Evaluation by the Facilities and Information Technology Divisions has determined that the current system's hardware has degraded with poor audio quality, low video resolution and antiquated recording equipment. The software provider is Canadian based has been unresponsive to requests for technical assistance.

Flower Mound is considered a court of record. One aspect of being a court of record is a requirement to record the trials and administrative hearings. If there is an appeal or request, the Court is required by law, to provide that audio to a court reporter for the defendant to perfect their appeal to the higher court. If the Court is unable to record those proceedings correctly, allowing a court reporter to identify each party and produce a proper transcript, this could cause a case to be declared a mistrial.

Should the hardware and software not be replaced; the Court may have to cancel or delay court sessions causing multiple issues with the court dockets and respective defendants and attorneys.

Data Projections has provided the cost to replace the recording software and install new wiring, hardware, tech support, and commissioning of the system. Data Projections has successfully installed AV systems in several Town buildings.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$92,893.08

Proposed Expenditure/(Revenue):	Account Number(s):
\$10,954.32	100-655-59200-5110
\$81,938.76	100-655-59200-6090

Finance Review by: Tammy Wilson, Executive Director of Fiscal and Administrative Services/CFO *tw*

LEGAL REVIEW: N/A

ATTACHMENTS:

1.Quote from Data Projections

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



DATA PROJECTIONS

Flower Mound Police Station Courtroom AV Upgrades - TIPS 210101

Quote # 009190

Version 4

Prepared for:

Town of Flower Mound

Jeff Garner

Jeff.garner@flower-mound.com



DATA PROJECTIONS

615 E State Hwy 121
Ste 300
Coppell, TX 75019
www.dataprojections.com
972.386.7686

Tuesday, January 25, 2022

Town of Flower Mound
Jeff Garner
4150 Kirkpatrick Road
Flower Mound, TX 75028
Jeff.garner@flower-mound.com

RE: Flower Mound Police Station Courtroom AV Upgrades - TIPS 210101

Dear Jeff,

Thank you for allowing Data Projections the opportunity to present this solution for the Town of Flower Mound.

As a leading audio visual communications design/build firm, Data Projections is uniquely qualified for a project of this scope. Our experience includes solutions for:

- Multipurpose rooms and auditoriums equipped with large-venue audio visual technology solutions
- Videoconferencing systems incorporating control and complete room collaboration, allowing for on-demand decision making and communication among remote locations
- Conference, board rooms and training rooms of all shapes and sizes
- Digital signage implementations across enterprise, university, and district campuses for immediate message distribution
- Operation Center's (NOC's, EOC's, SOC's) audio visual command and control systems
- College and university classrooms, lecture halls and labs
- Individual school classrooms to entire districts
- And many more unique applications

Because we partner with the best technology companies in the industry, we're able to provide a wide range of comprehensive solutions built around the specific needs of our customers, while taking into account the technical, capital and logistical factors involved in each project and solution.

Rapid and effective communication is key to staying ahead of the competition. Better communication leads to better decisions - and better results. How do you maintain consistent communication across your organization as well as external audiences? Data Projections' team of professionals will keep you simply connected.

Kind regards,

Matt Gallagher
Account Executive
Dallas



DATA PROJECTIONS

615 E State Hwy 121
Ste 300
Coppell, TX 75019
www.dataprojections.com
972.386.7686

Executive Summary

Summary

Data Projections (DPI) will refresh and update the AV system in the Courtroom of the Flower Mound Police Department. This will include replacement and configuration of the ceiling projector, 2 displays, speakers, amplifier, DSP, microphones, video switcher and control system, as well as the addition of 2 PTZ cameras for videoconferencing functionality. This proposal also includes a perpetual license of *For The Record - Gold Recording Suite 7* recording software and 1 year of premium support, which covers the initial configuration of the software onto the OFE PC at the court reporter's desk, to be able to record each of the room's mic channels independently and simultaneously, as well as troubleshooting and user training.

Project Location:

4150 Kirkpatrick Road
Flower Mound, TX 75028

Project Onsite Point of Contact:

Jeff Garner
(972) 874-6064 (Direct)
(Mobile)
Jeff.garner@flower-mound.com

System Description

The new courtroom system will include HDMI/USB connectivity at the Judge's bench, court reporter's desk, and the defense and prosecution's desks to enable users at each of these locations to connect their PC or laptop to the room's projector/displays to share and present content, as well as to the room's cameras and microphones for videoconference functionality. Additional video inputs will be located in the adjacent closet for connectivity to 2 OFE PC's to drive signage content. The AV equipment will be controllable from either of the 2 in-room touchpanels located at the judge's bench and court reporter's bench. 8 new ceiling speakers will provide audio from both the in-room microphones as well as shared content from user's PC's.

Data Projections Service and Maintenance Agreement:

- Our **Silver Service and Maintenance Agreement** will give you peace of mind knowing if an issue does arise, our dedicated service team will address it quickly and efficiently, at no additional cost, to provide you with optimal usage of your audio/visual solutions. Data Projections covers all services and hardware purchased through Data Projections through the life of the Service and Maintenance agreement even if it is no longer covered under the manufacturer warranty.

Exclusions

The following work is **not included** in our Scope of Work:

- All conduit, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling.
- Fire wall, ceiling, roof and floor penetration.



DATA PROJECTIONS

615 E State Hwy 121
Ste 300
Coppell, TX 75019
www.dataprojections.com
972.386.7686



Executive Summary

- Necessary gypsum board replacement and/or repair.
- Necessary ceiling tile or T-bar modifications, replacements and/or repair.
- All millwork (moldings, trim, cut outs, etc.).
- Patching and Painting.
- Permits (unless specifically provided for and identified within the contract).

This Scope of Work is delivered on the basis of the following Assumptions:

- Site preparation by the Customer includes electrical, wall reinforcement, telephone and data network infrastructure placement per Data Projections specification.
- All work areas should be clean and dust free prior to the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by Data Projections project manager.
- In Room(s) where installation is to be completed are to be made available for Data Projections exclusive use on the days of the scheduled installation. Unless specifically arranged in advance, rooms will be available during normal business hours, defined as Monday through Friday, 8:00 AM to 5:00 PM excluding holidays. All required spaces (rooms, access points, etc.) must be available at the start of the installation and remain available for the duration of the Project. Any required space that is unavailable during the scheduled installation timeframe may result in delayed delivery of the Project and/or additional charges. Additional rates will only be applied after execution of Data Projections generated Project Change Request according to the Change Management Procedure section following and signed approval by Owner or Owner's representative.
- The project schedule must allow for sufficient time for completion of all installation and final testing of systems prior to occupancy of the site. If sufficient time is not allowed, Data Projections will be held harmless for systems that do not meet requirements. In this case, all costs associated with completion of work, including overtime labor rates, will be considered outside the scope of this offering and billable to the Client. Unless otherwise stated, the installation shall be scheduled contiguously from start to finish. Projects requiring multiple site visits and/or intervals of inactivity between events must be noted as such prior to acceptance of this SOW. If notification is made after initial acceptance of this SOW, Change Management Procedure section following shall be implemented and additional charges may apply. Data Projections reserves the right to revise the proposal/scope of work based upon information obtained from subsequent site surveys and other sources not available at the time of that the original proposal was issued.
- Data Projections reserves the right to substitute equipment of similar specifications should any of the specified equipment be unavailable at time of order from the manufacturer. This will be done in an effort to maintain the completeness of the proposed audiovisual system and meet the anticipated installation schedule. Data Projections will notify the client in the event there is a need for any equipment substitutions.
- There is secure storage for equipment during a multiple-day integration. If secure storage is not available for the duration of the multiple day integration period, Data Projections reserves the right to; delay the installation until secure storage is available which could result in project completion delays and additional storage and delay fees; payment in full for the materials and equipment that cannot be secured thus constituting transfer of ownership and relieving Data Projections of its responsibility and liability for security and protection of said materials and equipment against damage and theft.
- If Customer furnished equipment and existing cabling is to be used, Data Projections assumes that these



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Executive Summary

items are in good working condition and will integrate into the designed solution. Any repair, replacement and/or configuration of these items that may be necessary will be made at an additional cost.

- All Network configurations including IP addresses are to be provided, operational and functional before Data Projections' integration begins. Data Projections will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by late arrival of these items will result in a change order for time and materials.
- Document review / feedback on touch panel layout / correspondence will be completed by the Customer within two business days **{unless otherwise noted}**

Integration Project Management Processes

Data Projections will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Needs Analysis – performed prior to Scope of Work
- Project Welcome Notice – emailed upon receipt of Purchase Order/Notice to proceed
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status updates – informal or formal – either by phone, email or in-person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals
- Substantial Completion– Customer walk-through and user acceptance training – prior to Service transition (if purchased)

User Acceptance Training

This is geared specifically towards the end-user / operator. The purpose of this training is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system.

Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start up, stop, and shut Down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications
- Powering up, powering down AV system via control system
- Manual operation of display systems, audio system and all other related components
- Use/operation of patch panels, when and where to be used
- Who to call when help is required

Room 1 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
Courtroom				



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Room 1 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
Epson	V11HA2602 EPSON PowerLite L630U 0 Projector	\$3,480.72	1	\$3,480.72
SAMSUNG	QB65R-B 65INCH/3840X2160/350NITS/8 MS	\$1,125.00	2	\$2,250.00
CHIEF	XSM1U Micro-Adjust Fixed Wall Mount X-Large	\$222.57	2	\$445.14
CHIEF MANUFACTURING	FHB5147 HARDWARE KIT	\$10.51	1	\$10.51
Crestron	DM- MD16X16- CPU3 16x16 DigitalMedia Switcher	\$5,119.05	1	\$5,119.05
Crestron	DMC-4KZ- HD-DSP HDMI 4K60 4:4:4 HDR Input Card w/Downmixing for DM Switchers	\$595.24	6	\$3,571.44
Crestron	DMC-4KZ-C- DSP DigitalMedia 8G 4K60 4:4:4 HDR Input Card w/Downmixing for DM Switchers, HDBaseT Compatible	\$773.81	4	\$3,095.24
Crestron	DMC-4KZ- CO-HD 2-Channel DigitalMedia 8G 4K60 4:4:4 HDR Output Card for DM Switchers	\$773.81	3	\$2,321.43
Crestron	DMC-4KZ- HDO 2-Channel HDMI 4K60 4:4:4 HDR Scaling Output Card for DM Switchers	\$1,071.43	2	\$2,142.86
Crestron	DM-TX-4KZ- 100-C-1G-W -T DigitalMedia 8G 4K60 4:4:4 HDR Wall Plate Transmitter, White	\$595.24	4	\$2,380.96
Crestron	DM-RMC- 4KZ-SCALER- C DigitalMedia 8G 4K60 4:4:4 HDR Receiver and Room Controller with Scaler	\$1,071.43	6	\$6,428.58
Crestron	TS-1070-B-S 10.1 in. Tabletop Touch Screen, Black Smooth	\$1,785.71	2	\$3,571.42



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Room 1 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
VADDIO	999-99090-000W ROBOSHOT 12E QUSB SYSTEM WHT	\$5,005.78	2	\$10,011.56
VADDIO	535-2000-206 SUSPENDED CEILING PTZ CAMERA MOUNT	\$95.57	2	\$191.14
Biamp Systems	0395.900 Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 128 x 128 channels of AVB, and AEC technology (all 12 inputs)	\$2,440.48	1	\$2,440.48
Biamp Systems	0443.900 PoE AVB/USB expander with Bluetooth wireless technology	\$458.33	1	\$458.33
Shure	MX418D/C Cardioid-18" Desktop Gooseneck Condenser Microphone, Attached 10' XLR Cable, Logic Functions, Programmable Switch and LED Indicator, Attached Desktop Base	\$263.10	5	\$1,315.50
Shure	QLXD124/85-G50 Bodypack and Vocal Combo System with WL185 and SM58	\$1,461.90	1	\$1,461.90
Extron	60-953-02 Four Input USB Switcher	\$500.00	1	\$500.00
Extron	60-1473-13 Twisted Pair Extender for USB Peripherals - Decorator-Style Wallplate	\$541.67	2	\$1,083.34
Extron	60-1471-13 Twisted Pair Extender for USB Peripherals	\$440.48	2	\$880.96
Extron	60-850-01 One Channel Amp, 200 watts at 70 volts	\$440.48	1	\$440.48



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Room 1 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
Biamp Systems	0633.900 6.5" two-way thin edge design ceiling speaker 100-70 volt / 60 watts, 16 ohms / 120 watts, white, front frame integrated neodymium magnets and back can, Priced per piece and sold in pairs only	\$116.07	8	\$928.56
SurgeX	SX-DS-158 120V 15A SURGE PROTECTION	\$194.05	1	\$194.05
TBD	AV Rack / Credenza AV Rack	\$1,785.71	1	\$1,785.71
For The Record	FTR Gold Recording Suite 7 Court management solution that enables attorneys, parties and court reporters to capture, store, produce and deliver court recordings and court transcripts during trials.	\$3,499.00	1	\$3,499.00
For The Record	Premium Support Annual Support coverage - 1 year. Includes assistance with initial setup and configuration	\$849.00	1	\$849.00

Subtotal: **\$60,857.36**

Room 1 Services

Product Details	Ext. Price
Courtroom	
Installation Labor	\$5,700.00
Commission Labor	\$1,250.00
Project Management	\$2,125.00
Design/Engineering	\$2,025.00
Programming Labor	\$4,200.00

Subtotal: **\$15,300.00**



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Miscellaneous Materials

Product Details	Ext. Price
Miscellaneous Materials	\$3,651.40
Subtotal: \$3,651.40	

Service & Maintenance

Product Details	Ext. Price
Service & Maintenance - 3 Years, Silver	\$10,954.32
Subtotal: \$10,954.32	



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Flower Mound Police Station Courtroom AV Upgrades - TIPS 210101



Prepared by:

Dallas

Matt Gallagher
(469) 629-1210
Fax 972.386.7685
mgallagher@dataprojections.com

Prepared for:

Town of Flower Mound

4150 Kirkpatrick Road
Flower Mound, TX 75028
Jeff Garner
(972) 874-6064
Jeff.garner@flower-mound.com

Quote Information:

Quote #: 009190

Version: 4

Delivery Date: 01/25/2022

Expiration Date: 02/28/2022

Quote Summary

Description	Amount
Room 1 - Hardware	\$60,857.36
Room 1 Services	\$15,300.00
Miscellaneous Materials	\$3,651.40
Service & Maintenance	\$10,954.32

Subtotal: **\$90,763.08**

Shipping: **\$2,130.00**

Total: **\$92,893.08**

Payment Options

Description	Payments	Interval	Amount
Payment Options			
Net 30	1	One-Time	\$92,893.08

Other service options available. Contact your sales representative.



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Statement of Performance

TERMS AND CONDITIONS

Notice

This Scope of Work is delivered on the basis of the following Assumptions:

- Site preparation by the Customer includes electrical, wall reinforcement, telephone and data network infrastructure placement per Data Projections specification.
- All work areas should be clean and dust free prior to the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by Data Projections project manager.
- In Room(s) where installation is to be completed are to be made available for Data Projections exclusive use on the days of the scheduled installation. Unless specifically arranged in advance, rooms will be available during normal business hours, defined as Monday through Friday, 8:00 AM to 5:00 PM excluding holidays. All required spaces (rooms, access points, etc.) must be available at the start of the installation and remain available for the duration of the Project. Any required space that is unavailable during the scheduled installation time frame may result in delayed delivery of the Project and/or additional charges. Additional rates will only be applied after execution of Data Projections generated Project Change Request according to the Change Management Procedure section following and signed approval by Owner or Owner's representative.
- The project schedule must allow for sufficient time for completion of all installation and final testing of systems prior to occupancy of the site. If sufficient time is not allowed, Data Projections will be held harmless for systems that do not meet requirements. In this case, all costs associated with completion of work, including overtime labor rates, will be considered outside the scope of this offering and billable to the Client. Unless otherwise stated, the installation shall be scheduled contiguously from start to finish. Projects requiring multiple site visits and/or intervals of inactivity between events must be noted as such prior to acceptance of this SOW. If notification is made after initial acceptance of this SOW, Change Management Procedure section following shall be implemented and additional charges may apply. Data Projections reserves the right to revise the proposal/scope of work based upon information obtained from subsequent site surveys and other sources not available at the time of that the original proposal was issued.
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Statement of Performance

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- Use/operation of patch panels, when and where to be used



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Statement of Performance

- Who to call when help is required

Change Management Procedure

Any changes to the Scope of the project that effect the contractual value of the project must be in writing signed by the Customer and an authorized representative of Data Projections, Inc. Oral changes to the project scope, equipment or materials shall not be binding upon the parties. Changes may impact the ability of Data Projections, Inc. to deliver the desired solution per the original terms of the Contract. After acceptance of this Scope of Work, such signed and approved change orders will be incorporated by reference into and become part of this Contract and will be processed in accordance with the Change Management Procedure detailed below.

Proprietary Notice

This proposal contains confidential information and intellectual property of Data Projections and may be legally privileged. Recipient agrees not to reproduce or make this information available in any manner to persons outside the group directly responsible for evaluation of its contents.

Payment Schedule

The total for this proposal/project is presented as a “not to exceed” unless Data Projections and the “client” agree to add hardware, software or functionality not specifically addressed in this Statement of Work/Executive Summary. The payment schedule outlined in the Payment Options section is contingent on the established line of credit approved by the company. If credit terms are extended, the standard terms are NET 30 days. If credit terms are not requested or extended, payment will be required in full before hardware is ordered or installation dates are scheduled.

Returns

The approval of product returns is at the discretion of Data Projections and requires a return authorization number. Products that are defective will be repaired, replaced or credited in accordance with the manufacturer’s warranty. Goods returned for reasons other than warranty or defect must be in original, undamaged and untarnished condition and must include all original packaging, documentation and accessories. Restocking fees may apply to the items being returned. Any custom ordered products cannot be returned. Please consult Data Projections for additional details.

Warranty

All new equipment provided by Data Projections includes each manufacturer’s full warranty from the date of invoice. Data Projections will honor all warranty requirements as depot service. Data Projections supplies a 90-day workmanship warranty from the date of completion of said system, unless superseded by an extended warranty, service agreement and/or preventative maintenance agreement. If a Data Projections service agreement is purchased all hardware purchased through Data Projections will be covered with no additional service or replacement fees throughout the life of the agreement even if the hardware is no longer covered under the manufacturer’s warranty. Data Projections warrants the system to be free of defects in materials and workmanship and fit for the intended purpose. This warranty does not cover equipment or system abuse, misuse including, but not limited to, operating outside of environmental, electrical, temperature or humidity specifications, system alterations neither approved nor performed by Data Projections; or repair by a service facility other than those authorized by the manufacturer.



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Statement of Performance

Indemnification

Data Projections agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, director and employees (Collectively , Client) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Data Projections' negligent performance of professional services under this Agreement and that of its subcontractors or anyone for whom Data Projections is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Data Projections, its officers, directors, employees and sub-consultants (collectively, Data Projections) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor Data Projections shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

No Hire Policy

During the term of the Contract, and for a period of one (1) year after the termination of the Contract, or the completion of the Project, whichever is later, the Client agrees that it will not directly solicit the employment of any individual that was employed by Data Projections during the term of the Contract. In the event Client breaches this provision, the parties agree that it would be difficult to establish the precise amount of damages incurred by Data Projections as a result of such conduct, and therefore the parties agree that immediately upon hiring said individual, Client shall pay to Data Projections an amount equal to 50% of the gross annual salary or wages paid to the individual in question during the twelve months prior to the termination of that individual's employment with Data Projections. This fee shall not apply if the individual responds to a general employment advertisement through newspapers, on-line job boards or postings, agencies, open house, or job fairs.



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SILVER

Service Maintenance Agreement - Full Hardware Warranty

The Maintenance Agreement for Audio/Visual Presentation Systems

Our **Silver Maintenance Program** minimizes risk and solves service issues quickly and efficiently to provide our clients with optimal usage of their audio/visual solution without extended delay. As an authorized reseller and service center for many manufacturers, Data Projections has built an infrastructure of qualified and experienced service technicians. Our technicians receive a series of audio/visual industry certifications and intensive manufacturer training to obtain product knowledge and provide exceptional service.

On-Site Technical Response

The Service Department hours of operation are 8:00AM to 5:00PM Monday through Friday excluding holidays. Data Projections will request preliminary diagnostic information from the client related to the service request prior to a technician being dispatched to a client's facility. If the issue is unresolved, a technical representative will arrive within eight business hours of the call to assess the issue(s) with the A/V solution. Any client outside of a 50-mile radius from the nearest Data Projections location will require adjustment to the above on-site technical response time, depending on travel requirements. All after-hour, weekend, and holiday service charges are billed at time and a half.

Remote Technical Assistance

Data Projections will provide unlimited toll-free technical assistance by phone (1.866.225.5374) or email

DPIServiceTeam@dataprotections.com

Monday through Friday 8:00AM - 5:00PM. Messages left after hours will be returned by 10:00AM on the following business day.

Shipping

Data Projections will provide any UPS ground shipping associated with the return of A/V product to the manufacturer repair center. Crating or special packaging required for the return of products will be included at no additional charge to the client.

Manufacturer Warranties

Data Projections will process all manufacturer warranty claims for hardware purchased through Data Projections. Data Projections will cover all costs associated with the submission, parts, and labor, and return of hardware requiring repair. If the hardware cannot be repaired, Data Projections will replace the defective unit at no additional cost to the customer even if the hardware is outside the manufacturer warranty period. Owner furnished equipment (OFE) not purchased through Data Projections is not eligible for manufacturer warranty services.

Training

Data Projections will provide an additional training overview session during the agreement period upon request from the client. The session can be used to refresh existing skills, train new employees or help you achieve maximum performance of your A/V system.

www.dataprojections.com/ 1.866.CALL.DPI

Austin – Dallas – Houston – San Antonio.

Troubleshooting

If it is determined that the client network is causing the issue, our technicians will troubleshoot and work directly with the client's IT department to help resolve any issues. All reasonable efforts will be made to ensure video quality and reliability are upheld.

Owner Furnished Equipment (OFE) Coverage

Any owner furnished equipment (OFE) integrated with a Data Projections maintenance agreement excludes manufacturer warranty support. Non-warranty repair fees and shipping for OFE are the responsibility of the client.

Service Maintenance Agreement Effective Date

The service maintenance agreement shall commence on the first day of system completion or customer use, whichever is earlier, and continue for one full year unless specified for a different duration.

Simply
Connected.



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: February 21, 2022

FROM: Kay Wilkinson, Budget Officer

ITEM: Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2021, and ending on September 30, 2022, as adopted by Ordinance No. 38-21 and amended by Ordinance No. 50-21 for adjustments to the General Fund.

BACKGROUND INFORMATION: The attached budget amendment represents the second proposed adjustment of the FY 2021-2022 Annual Budget. According to Section 9.14 of the Town Charter, "During the fiscal year, the Town Council shall have the power to transfer funds allocated by the budget from one department to another department, and to re-estimate revenues and expenditures." Transfers such as these are presented to the Town Council throughout the fiscal year in an effort to resolve variances from the Annual Budget and reallocate resources to cover unanticipated expenditures.

If approved, expenditures in the General Fund will increase by \$92,895 from \$76,166,101 to \$76,258,996. The purpose of this budget amendment is to replace the audio video system in the Flower Mound court room. The audio video hardware and software in the Municipal Court was last upgraded in 2011. The system has become unstable and undependable for court transcribing purposes needed for appeals to higher courts. An evaluation by the Facilities and Information Technology Divisions has determined that the current system's hardware has degraded with poor audio quality, low video resolution and antiquated recording equipment. Data Projections has provided the cost to replace the recording software and install new wiring, hardware, tech support, and commissioning of the system.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT:

Proposed Expenditure/ (Revenue):	Account Number(s):
\$ 92,895	Fund 100 General Fund
\$ 92,895	

Finance Review by: Tammy Wilson, Executive Director of Fiscal and Administrative Services/CFO *tw*

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

ATTACHMENTS:

1. Proposed Ordinance

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

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

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2021, AND ENDING ON SEPTEMBER 30, 2022, AS ADOPTED BY ORDINANCE NO. 38-21 AND AMENDED BY ORDINANCE NO. 50-21, BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL FUND; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Flower Mound, Texas ("Town Council") has heretofore adopted its Annual Budget for the fiscal year beginning on October 1, 2021, and ending on September 30, 2022; and,

WHEREAS, said Annual Budget was adopted by Ordinance No. 38-21 on September 20, 2021 and amended by Ordinance 50-21 on December 6, 2021; and,

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

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

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

SECTION 1

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

SECTION 2

The Annual Budget of the Town of Flower Mound, Texas, for the fiscal year beginning on October 1, 2021, and ending on September 30, 2022, as heretofore adopted by Ordinance No. 38-21 and amended by Ordinance No. 50-21, is hereby amended to provide for adjustments to the General Fund, as shown in Exhibit "A," attached hereto and incorporated herein, and expenditures for said fiscal year shall be made in accordance with said Annual Budget, as amended.

ORDINANCE NO. _____

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

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

SECTION 7

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____, ON THIS 21st DAY OF FEBRUARY, 2022.

APPROVED:

Derek France, MAYOR**ATTEST:**

Theresa Scott, TOWN SECRETARY

EXHIBIT "A"**Town of Flower Mound
Amended Budget
Fiscal Year 2021-2022****REASON FOR ADJUSTING THE GENERAL FUND APPROPRIATION:**

The General Fund expenditures will increase by \$92,895 from \$76,166,101 to \$76,258,996; to account for the purchase of a new audio video system for the Flower Mound court room.

General Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Expenditures:				
Town Manager's Office	\$ 2,396,363	\$ 2,396,363	\$ 2,396,363	\$ -
Legislative Services	516,632	516,632	516,632	-
Development Services	2,227,363	2,235,563	2,235,563	-
Parks and Recreation Services	9,417,591	9,433,764	9,433,764	-
Library Services	2,077,771	2,077,771	2,077,771	-
Police Services	17,236,662	17,246,508	17,246,508	-
Financial Services	3,674,017	3,863,477	3,863,477	-
Administrative Services	6,728,501	6,880,463	6,973,358	92,895
Fire and Emergency Services	17,720,659	17,769,306	17,769,306	-
Communications	703,797	703,797	703,797	-
Non-Departmental Services	3,983,944	4,410,674	4,410,674	-
Public Works	6,969,289	7,088,494	7,088,494	-
Environmental Services	1,543,289	1,543,289	1,543,289	-
Total	\$ 75,195,878	\$ 76,166,101	\$ 76,258,996	\$ 92,895



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: February 21, 2022

FROM: Brittnei Barnett, Grants and Financial Analyst

ITEM: **Consider approval of a resolution authorizing the submission of a grant application with the Office of the Governor for the 2023 Victim Assistance, First Responder Mental Health Program; authorizing the Town Manager to act on behalf of the Town of Flower Mound in all matters related to the application; authorizing acceptance of funds if awarded; and pledging that if funding for this project is received, the Town will comply with all project requirements of the Office of the Governor.**

BACKGROUND INFORMATION: This agenda item is to consider approval of a grant application for the 2023 Victim Assistance, First Responder Mental Health Program Grant from the Office of the Governor. If awarded, the grant funds will be used to provide mental health services for employees in the Police Department. These services will include things such as annual wellness checks, training, debriefings, and therapy.

For administrative purposes, the Town Manager has been designated the Authorized Official, because this official must have an account with the eGrants system that allows him to certify the application.

Per the grant requirements, a Resolution must be passed by Town Council demonstrating that it is aware of and approves of the grant's submission. There is no match requirement for this grant.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$0.00

Proposed (Revenue):	Account Number(s):
(\$25,000.00)	Intergovernmental Revenue- Grant Fund
Proposed Expenditure:	Account Number(s):
\$25,000.00	Grant Fund

Finance Review by: Tammy Wilson, Executive Director of Fiscal and Administrative Services/CFO *tw*

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

ATTACHMENTS:

1. Resolution

RECOMMENDATION: Move to approve as presented in the agenda caption.

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

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR FOR THE VICTIM ASSISTANCE, FIRST RESPONDER MENTAL HEALTH PROGRAM FOR THE BENEFIT OF THE EMPLOYEES OF THE TOWN'S POLICE DEPARTMENT FOR FISCAL YEAR 2023; ACCEPTING GRANT FUNDS IF AWARDED; AUTHORIZING THE TOWN MANAGER TO ACT ON BEHALF OF FLOWER MOUND AS THE GRANTEE'S OFFICIAL; AND PLEDGING THAT IF FUNDING IS AWARDED, THE TOWN WILL COMPLY WITH ALL GRANT REQUIREMENTS INCLUDING THE RETURN OF ALL FUNDING RECEIVED IN THE EVENT OF LOSS OR MISUSE OF THE FUNDS.

WHEREAS, the Town Council of the Town of Flower Mound finds it in the best interest of the citizens of the Town that the Victim Assistance, First Responder Mental Health Program be operated for the fiscal year 2023; and,

WHEREAS, the Town Council finds that the Town should apply for the Office of the Governor's Victim Assistance, First Responder Mental Health Program Grant for the 2023 fiscal year in order to provide funding for the Flower Mound Police Department to operate a First Responder Mental Health and Resiliency Program.

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

SECTION 1

The Town Council approves submission of a grant application for the Office of the Governor's Victim Assistance, First Responder Mental Health Program in order to provide funding for the Town of Flower Mound Police Department First Responder Mental Health and Resiliency Program.

SECTION 2

The Town Council designates the Town Manager as the Town's authorized official. The authorized official is given the power to apply for, accept or reject the grant on behalf of the Town, alter or terminate the grant application, and may take any actions necessary to effectuate this resolution.

SECTION 3

The Town Council agrees to accept the grant funds if awarded. In the event of loss or misuse of the Office of the Governor funds, the Town will repay any such funds to the Office of the Governor in full.

SECTION 4

This Resolution shall be effective upon its adoption.

RESOLUTION NO. _____

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____ ON THIS 21ST DAY OF FEBRUARY, 2022.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: February 21, 2022

FROM: Allison Fitzgerald, Utility Account Manager

ITEM: Consider approval of an agreement with DataProse LLC for utility bill printing and mailing services, in the estimated annual amount of \$126,700 through an existing interlocal agreement between the Town of Flower Mound and the City of Plano, and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: This agreement will continue the outsourcing of the printing and mailing of utility bills. The benefits of this agreement include timely delivery of utility bills, flexibility in informational inserts, and access to archived bills up to eighteen (18) months.

The initial term of this contract shall begin on February 21, 2022, and will continue for a twelve (12) month period through February 21, 2023. The Town will have the right and option to extend the term up to nine (9) additional twelve (12) month periods by giving written notice to DataProse LLC.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$126,700

Proposed Expenditure/(Revenue):	Account Number(s):
\$ 100,000	200-650-52100-2050
\$ 26,700	200-650-52100-5110

Finance Review by: Tammy Wilson, Executive Director of Fiscal and Administrative Services/CFO *tw*

LEGAL REVIEW: N/A

ATTACHMENTS:

1. DataProse Notification of Award Bid No 2021-440-AC, City of Plano
2. [Contract By and Between City of Plano, Texas and DataProse, LLC Bid No. 2021-0440-AC](#)

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



February 11, 2022

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

Subject: Notification of Award of Bid No 2021-0440-AC, City of Plano

Dear Town of Flower Mound,

This letter serves as notice and DataProse, LLC has been awarded the above subject bid. The initial contract period will be from 2/21/2022 through 2/21/2023, renewed thereafter for nine, one year renewal periods as per the terms and conditions. Flower Mound's contract will renew each period concurrent with Plano's renewals. From a billing standpoint, the new pricing will take an effect on 3/1/2022.

The new contract includes tier pricing based on bill volume. Please see below for the new pricing tiers. Your current volume for the Town of Flower Mound is approximately 20,000 bills per month, therefore your updated cost per statement will be \$0.11.

50,000 +	\$0.09
30,000-49,999	\$0.10
20,000-29,999	\$0.11
Less than 20,000	N/A

Additional Services:

Search and Viewbill – included in bill package

Additional Impressions - \$0.035

NCOA Link - \$0.30

Bill Suppression - \$0.035

Please sign this contract renewal letter and return to Rachel Alanis at ralanis@dataprose.com.

Mayor

Date

Name (Printed)

Please contact me with any questions.

Sincerely,

Rachel Alanis
Client Relations Manager



TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: February 21, 2022

FROM: David Stallings, Traffic Operations Manager

ITEM: Consider Approval of the purchase of traffic signal detection systems, signal cabinets, and traffic related parts, in the estimated annual amount of \$250,000.00, from Mobotrex, through the BuyBoard Cooperative Purchasing contract.

BACKGROUND INFORMATION: In order to maintain compatibility and expedite the timely order of traffic signal cabinets and controllers for the Town of Flower Mound, the Transportation Services Division is requesting to use the BuyBoard Cooperative Purchasing contract for purchasing traffic signal cabinets, controllers, and traffic related products.

Transportation Services Division has determined that this contract will serve the needs of the Town and has requested to participate in order to take advantage of these contracted rates. The items available under this contract are detection systems, traffic signal cabinets, and other related traffic products. Orders will be placed on an as needed basis only. Each purchase will be funded by either the appropriate CIP project account or the Traffic Signal Division's base budget.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$250,000.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$250,000.00 estimated annually	Various Projects and Accounts

Finance Review by: Tammy Wilson, Executive Director of Fiscal and Administrative Services/CFO *tw*

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Executed BuyBoard contract #608-20

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

P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

April 29, 2020

Sent Via Email: vholdridge@mobotrex.com

Vincent Holdridge
MoboTrex, Inc.
109 W. 55th Street
Davenport, IA 52806

Welcome to BuyBoard!

Re: Notice of The Local Government Purchasing Cooperative Award

Proposal Name and Number: Highway Safety and Traffic Control Products, Proposal No. 608-20

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 6/1/2020 through 5/31/2021, with two possible one-year renewals. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To view the items your company has been awarded, please review the proposal tabulation No. 608-20 on the following web-site: www.buyboard.com/vendor. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Enclosed with this letter you will find the following documents:

1. Vendor Quick Reference Guide
2. BuyBoard License and Identity Standards

You are advised that receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting purchase orders directly from Cooperative members may result in a violation of the State of Texas competitive bid statute and termination of this Cooperative BuyBoard contract. **Therefore, all purchase orders must be processed through the BuyBoard in order to comply.** Please forward by email to info@buyboard.com any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please email the order info@buyboard.com and note it as **RECORD ONLY** to prevent duplication.

As an awarded vendor a BuyBoard user id and password will be sent via e-mail 2 to 3 business days prior to the start of your contract.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919.

Sincerely,



Arturo Salinas
Department Director, Cooperative Procurement

v.6.5



April 29, 2020

Sent Via Email: vholdridge@mobotrex.com

Vincent Holdridge
MoboTrex, Inc.
109 W. 55th Street
Davenport, IA 52806

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award*

Proposal Name and Number: Highway Safety and Traffic Control Products, Proposal No. 608-20

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. As provided for in the Proposal and your National Purchasing Cooperative Vendor Award Agreement, you are authorized to sell the goods and services awarded under the Proposal to National Cooperative members in states other than Texas through the BuyBoard. The contract is effective 6/1/2020 through 5/31/2021, with two possible one-year renewals.

The National Cooperative membership list is available at our website www.buyboard.com/vendor. The list identifies the current members that may purchase awarded goods and services under your National Cooperative BuyBoard contract.

You are advised that receipt of a purchase order directly from a National Cooperative member is not within BuyBoard guidelines. Accepting purchase orders directly from Cooperative members may result in a violation of applicable competitive procurement law and termination of this National Cooperative BuyBoard contract. **Therefore, all purchase orders from National Cooperative members must be processed through the BuyBoard.** Please forward by e-mail to info@buyboard.com any order received directly from a National Cooperative member. If you inadvertently process a purchase order sent directly to you by a National Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

As an awarded vendor a BuyBoard user id and password will be sent via e-mail 2 to 3 business days prior to the start of your contract.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff at 800-695-2919.**

Sincerely,

Arturo Salinas
Department Director, Cooperative Procurement
v.6.5

P.O. Box 400, Austin, Texas 78767-0400
800.695.2919 • buyboard.com





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PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: Highway Safety and Traffic Control Products

Proposal Due Date/Opening Date and Time:
November 7, 2019 at 4:00 PM

Proposal Number: 608-20

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Contract Time Period: June 1, 2020 through May 31, 2021 with two (2) possible one-year renewals.

Anticipated Cooperative Board Meeting Date:
April 2020

MoboTrex, Inc

Name of Proposing Company

11-5-2019

Date

109 W 55th ST

Street Address


Signature of Authorized Company Official

Davenport, IA 52806

City, State, Zip

Vincent Holdridge

Printed Name of Authorized Company Official

512-521-3337

Telephone Number of Authorized Company Official

Inside Sales Rep

Position or Title of Authorized Company Official

5633238256

Fax Number of Authorized Company Official

36-2656899

Federal ID Number



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The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Terms and Conditions, attachments/forms, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;
4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal and accepted by the Cooperative), including without limitation the Requirements related to:
 - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
 - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
 - c. the **possible** award of a piggy-back contract by another governmental entity or nonprofit entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your contract;
5. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.



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VENDOR CONTACT INFORMATION

Name of Company: MoboTrex, Inc
 Vendor Proposal/Contract Contact Name: Vincent Holdridge
 Vendor Proposal/Contract Contact E-mail Address: vholdridge@mobotrex.com
 Vendor Contact Mailing Address for Proposal/Contract Notices: 109 W 55th St, Davenport, IA 52806
 Company Website: www.mobotrex.com

Purchase Orders: All purchase orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors to assist them with retrieving their orders.

Please select options below for receipt of purchase orders and provide the requested information:

- ☒ I will use the internet to receive purchase orders at the following address:
 Purchase Order E-mail Address: vholdridge@mobotrex.com
 Purchase Order Contact: Vincent Holdridge Phone: 512-521-3337
 Alternate Purchase Order E-mail Address: ccoooper@mobotrex.com
 Alternate Purchase Order Contact: Cameron Cooper Phone: 512-496-3611
- ☐ Purchase orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Request for Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

RFQ E-mail Address: vholdridge@mobotrex.com
 RFQ Contact: Vincent Holdridge Phone: 512-521-3337
 Alternate RFQ E-mail Address: ccoooper@mobotrex.com
 Alternate RFQ Contact: Cameron Cooper Phone: 512-496-3611



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Invoices: Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Please choose **only one (1)** of the following options for receipt of invoices and provide the requested information:

☒ Service fee invoices and related communications should be provided directly to my company at:

Invoice Mailing address: 109 W 55th ST Department: _____

City: Davenport State: IA Zip Code: 52806

Contact Name: Eydie Petersen Phone: 563-328-4476

Invoice Fax: _____ Invoice E-mail Address: ap@mobotrex.com

Alternative Invoice E-mail Address: vholdridge@mobotrex.com

☐ In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent**:

Billing agent Mailing address: _____ Department: _____

City: _____ State: _____ Zip Code: _____

Billing Agent Contact Name: _____ Phone: _____

Billing Agent Fax: _____ Billing Agent E-mail Address: _____

Alternative Billing Agent E-mail Address: _____

**** If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.**



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FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

- ☒ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☐ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

MoboTrex, Inc

Company Name

Signature of Authorized Company Official

Vincent Holdridge

Printed Name

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

MoboTrex, Inc

Company Name

Signature of Authorized Company Official

Vincent Holdridge

Printed Name



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RESIDENT / NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (✓) one of the following:

- ☐ I certify that my company is a **Resident Proposer**.
- ☒ I certify that my company is a **Nonresident Proposer**.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

MoboTrex, Inc _____ Company Name Davenport _____ City	109 W 55th St _____ Address IA _____ State 52806 _____ Zip Code
--	--

- A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☒ No
- B. What is the prescribed amount or percentage? \$ _____ or _____ %

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (✓) one of the following:

- ☒ Yes ☐ No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification*) and 2 (*Vendor Employment Certification*) above is true, complete and accurate and that I am authorized by my company to make this certification.

MoboTrex, Inc

Company Name



Signature of Authorized Company Official

Vincent Holdridge

Printed Name



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NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

MoboTrex, Inc

Company Name

Signature of Authorized Company Official

Vincent Holdridge

Printed Name

Note: If Vendor does not wish to make this certification, return the blank form in lieu of a completed certification.

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature below, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

MoboTrex, Inc

Company Name

Signature of Authorized Company Official

Vincent Holdridge

Printed Name



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HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (✓) all that apply:

- ☐ I certify that my company has been certified as a HUB in the following categories:
- ☐ **Minority Owned Business**
 - ☐ **Women Owned Business**
 - ☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number:

Name of Certifying Agency:

- ☒ My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

MoboTrex, Inc

Company Name

Vincent Holdridge

Printed Name

Signature of Authorized Company Official



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CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Procurement and Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request.

By signature below, the undersigned affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

MoboTrex, Inc

Company Name

A handwritten signature in black ink, appearing to read "Vincent Holdridge".

Signature of Authorized Company Official

Vincent Holdridge

Printed Name

11-5-2019

Date



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DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you **MUST** list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

Please check (✓) one of the following:

☒ **No;** Deviations

☐ **Yes;** Deviations

List and fully explain any deviations you are submitting:

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: ☒ Common Carrier ☐ Company Truck ☐ Prepaid and Add to Invoice ☐ Other:

2. Payment Terms: ☒ Net 30 days ☐ 1% in 10/Net 30 days ☐ Other:

3. Number of Days for Delivery: 45-60 ARO

4. Vendor Reference/Quote Number: 608-20

5. State your return policy: Restocking fee of up to 20% may apply

6. Are electronic payments acceptable? ☒ Yes ☐ No

7. Are credit card payments acceptable? ☒ Yes ☐ No

MoboTrex, Inc

Company Name

Signature of Authorized Company Official

Vincent Holdridge

Printed Name



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LOCATION / AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

MoboTrex, Inc

Company Name

301 W Howard Lane

Address

Austin

City

TX

State

78753

Zip

512-521-3337

Phone Number

Fax Number

Vincent Holdridge

Contact Person

Company Name

Address

City

State

Zip

Phone Number

Fax Number

Contact Person



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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative's administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below and have this form signed by an official of your company authorized to make such designation. If you wish to designate multiple dealers, please duplicate this form as necessary.

NONE

Designated Dealer Name

Designated Dealer Address

City

State

Zip

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number* (***attach W-9**)

Designated Dealer Contact Person

MoboTrex, Inc

Your Company Name

Signature of Authorized Company Official

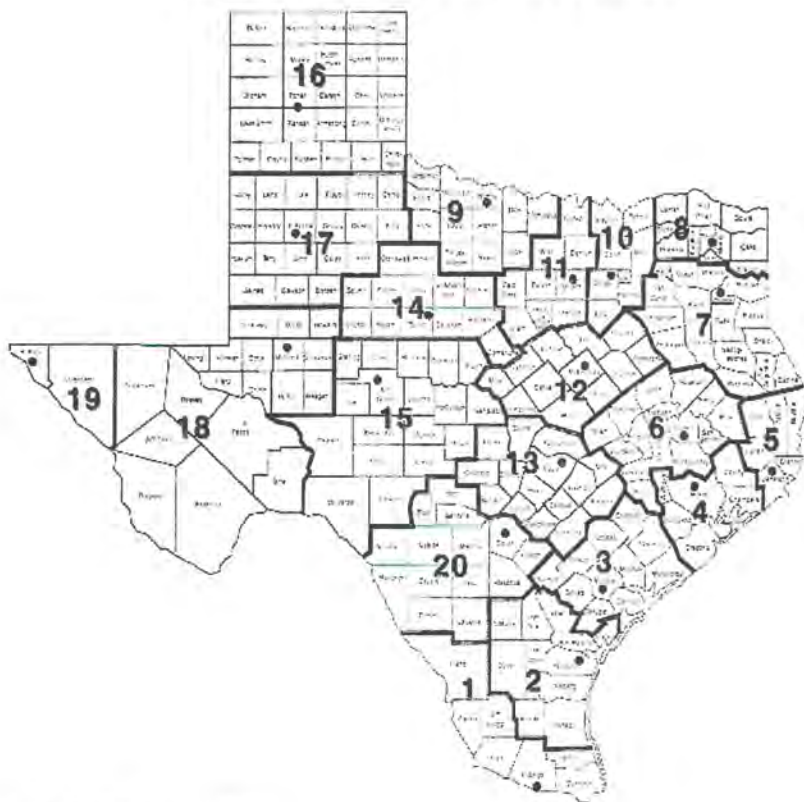


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TEXAS REGIONAL SERVICE DESIGNATION

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. ***If you propose to serve different regions for different products or services included in your proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

Regional Education Service Centers



- ☒ I will service Texas Cooperative members statewide.
- ☐ I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:

Region Headquarters

- | | | |
|--------------------------|----|----------------|
| ☐ | 1 | Edinburg |
| ☐ | 2 | Corpus Christi |
| ☐ | 3 | Victoria |
| ☐ | 4 | Houston |
| ☐ | 5 | Beaumont |
| ☐ | 6 | Huntsville |
| ☐ | 7 | Kilgore |
| ☐ | 8 | Mount Pleasant |
| ☐ | 9 | Wichita Falls |
| ☐ | 10 | Richardson |
| ☐ | 11 | Fort Worth |
| ☐ | 12 | Waco |
| ☐ | 13 | Austin |
| ☐ | 14 | Abilene |
| ☐ | 15 | San Angelo |
| ☐ | 16 | Amarillo |
| ☐ | 17 | Lubbock |
| ☐ | 18 | Midland |
| ☐ | 19 | El Paso |
| ☐ | 20 | San Antonio |

MoboTrex, Inc

Company Name

Signature of Authorized Company Official

Vincent Holdridge

Printed Name

- ☐ I will not service members of the Texas Cooperative.



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If this Texas Regional Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:



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STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)*

If you serve different states for different products or services included in your proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.

Please check (✓) all that apply:

☐ I will service all states in the United States.

☒ I will not service all states in the United States. I will service only the states checked below:

- | | |
|--|--|
| ☐ Alabama | ☐ Nebraska |
| ☐ Alaska | ☐ Nevada |
| ☐ Arizona | ☐ New Hampshire |
| ☐ Arkansas | ☐ New Jersey |
| ☐ California (Public Contract Code 20118 & 20652) | ☐ New Mexico |
| ☐ Colorado | ☐ New York |
| ☐ Connecticut | ☐ North Carolina |
| ☐ Delaware | ☐ North Dakota |
| ☐ District of Columbia | ☐ Ohio |
| ☐ Florida | ☒ Oklahoma |
| ☐ Georgia | ☐ Oregon |
| ☐ Hawaii | ☐ Pennsylvania |
| ☐ Idaho | ☐ Rhode Island |
| ☐ Illinois | ☐ South Carolina |
| ☐ Indiana | ☐ South Dakota |
| ☐ Iowa | ☐ Tennessee |
| ☐ Kansas | ☒ Texas |
| ☐ Kentucky | ☐ Utah |
| ☐ Louisiana | ☐ Vermont |
| ☐ Maine | ☐ Virginia |
| ☐ Maryland | ☐ Washington |
| ☐ Massachusetts | ☐ West Virginia |
| ☐ Michigan | ☐ Wisconsin |
| ☐ Minnesota | ☐ Wyoming |
| ☐ Mississippi | |
| ☐ Missouri | |
| ☐ Montana | |



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This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

MoboTrex, Inc

Company Name


Signature of Authorized Company Official

Vincent Holdridge

Printed Name

If this State Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:



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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.
6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.



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7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

MoboTrex, Inc

Name of Vendor

A handwritten signature in black ink, appearing to read "Vincent Holdridge", written over a horizontal line.

Signature of Authorized Company Official

608-20

Proposal Invitation Number

Vincent Holdridge

Printed Name of Authorized Company Official

11-5-2019

Date



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FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide its members with the best services and products at the best prices available from vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$3,550,000.00. (The period of the 12 month period is Nov / Oct). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	N		
2. T-PASS (State of Texas)	Y		Traffic Signal Equipment
3. OMNIA Partners	N		
4. Sourcewell (NJPA)	N		
5. E&I Cooperative	N		
6. Houston-Galveston Area Council (HGAC)	Y		Traffic Signal Equipment
7. Choice Partners	N		
8. The Interlocal Purchasing System (TIPS)	N		
9. Other			

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): Avg 20% **Proposed Discount (%):** Avg 20%

Explanation: Our intent is to hold our discounts from contract 534-17



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By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

MoboTrex, Inc

Company Name


Signature of Authorized Company Official

Vincent Holdridge

Printed Name



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GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative may determine whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

<u>Entity Name</u>	<u>Contact</u>	<u>Phone#</u>	<u>Email Address</u>	<u>Discount</u>	<u>Quantity/ Volume</u>
1. See attached sheet					
2.					
3.					
4.					
5.					

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? YES ☐ NO ☒ If YES, please explain:

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

MoboTrex, Inc

Company Name

Signature of Authorized Company Official

Vincent Holdridge

Printed Name

BIDDER REFERENCES

Please list three (3) references, preferably a Government (local, county, state) or Educational Agency that may be contacted:

1. COMPANY NAME: San Antonio, City of

ADDRESS: 223 S. Cherry Street

CITY / STATE / ZIP: San Antonio, TX 78203

PHONE NO.: 210-207-4048

NAME OF CONTACT: Jorge Garcia

2. COMPANY NAME: Dallas, City of

ADDRESS: 3204 Canton Street

CITY / STATE / ZIP: Dallas, TX 75226

PHONE NO.: 214-671-9249

NAME OF CONTACT: Dana Driggars

3. COMPANY NAME: Austin, City of

ADDRESS: 1501 Toomey Rd

CITY / STATE / ZIP: Austin, TX 78704

PHONE NO.: 512-974-7050

NAME OF CONTACT: Ramona Aguilar

BIDDER REFERENCES

Please list three (3) references, preferably a Government (local, county, state) or Educational Agency that may be contacted:

1. COMPANY NAME: New Braunfels, City of

ADDRESS: 424 S Castell Ave

CITY / STATE / ZIP: New Braunfels, TX 78130

PHONE NO.: 830-221-4049

NAME OF CONTACT: Chris Nowak

2. COMPANY NAME: Harlingen, City of

ADDRESS: 404 54th Street

CITY / STATE / ZIP: Harlingen, TX 78550

PHONE NO.: 956-216-5234

NAME OF CONTACT: Eli Cruz

3. COMPANY NAME: Duncanville, City of

ADDRESS: 330 Shady Trail Dr

CITY / STATE / ZIP: Duncanville, TX 75137

PHONE NO.: 972-780-5059

NAME OF CONTACT: John Borchardt



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MARKETING STRATEGY

For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)*

Attach additional pages if necessary.

We plan to continue to market our buyboard contract through customer visits, trade shows, trainings, and email.

Mobotrex, Inc

Company Name

A handwritten signature in black ink, appearing to read "Vincent Holdridge", is written over a horizontal line.

Signature of Authorized Company Official

Vincent Holdridge

Printed Name



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CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, including catalogs and pricelists, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:

☐

NO, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐

YES, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

(Attach additional sheets if needed.)



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B. Copyright Information

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:



NO, Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.



YES, Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: _____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publically release, including posting on the public BuyBoard website, a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

MoboTrex, Inc

Company Name

Signature of Authorized Company Official

Vincent Holdridge

Printed Name

11-5-2019

Date



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VENDOR BUSINESS NAME

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

Name of Proposing Company: MoboTrex, Inc

(List the legal name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)

Please check (✓) one of the following:

Type of Business:

Individual/Sole Proprietor _____

Corporation x _____

Limited Liability Company _____

Partnership _____

Other _____

If other, identify _____

State of Incorporation (if applicable): IOWA

Federal Employer Identification Number: 36-2656899

(Vendor must include a completed IRS W-9 form with their proposal)

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
MoboTrex, Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
109 West 55th Street

6 City, state, and ZIP code
Davenport, IA 52806

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-						
or									
Employer identification number									
3	6		-	2	6	5	6	8	9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► *Kateri Muller* Date ► *01/02/2019*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



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EDGAR VENDOR CERTIFICATION (2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the Simplified Acquisition Threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the Cooperative member's provision shall control.



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3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.



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7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.



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12. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification Item No.	Vendor Certification: YES, I agree or NO, I do NOT agree	Initial
1. Vendor Violation or Breach of Contract Terms	YES	VH
2. Termination for Cause or Convenience	YES	VH
3. Equal Employment Opportunity	YES	VH
4. Davis-Bacon Act	YES	VH
5. Contract Work Hours and Safety Standards Act	YES	VH
6. Right to Inventions Made Under a Contract or Agreement	YES	VH
7. Clean Air Act and Federal Water Pollution Control Act	YES	VH
8. Debarment and Suspension	YES	VH
9. Byrd Anti-Lobbying Amendment	YES	VH
10. Procurement of Recovered Materials	YES	VH
11. Profit as a Separate Element of Price	YES	VH
12. General Compliance and Cooperation with Cooperative Members	YES	VH

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

MoboTrex, Inc

Company Name


Signature of Authorized Company Official

Vincent Holdridge

Printed Name



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PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire, sign where indicated below, and submit the signed questionnaire and your responses to all questions in one document with your Proposal. **You must submit the signed questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

We have been in business for 50 years this year.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

We have facilities in Austin, TX. We have 4 sales people for Texas and Oklahoma.

3. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

We have a strong financial performance history and have never been party to bankruptcy.



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4. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

NONE

5. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

NONE

6. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relates to or arises from a contract similar to this Contract or the work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

NONE

By signature below, I certify that the information contained in and/or attached to this Proposal Invitation Questionnaire in response to the above questions is true and correct and that I am authorized by my company to make this certification.

MoboTrex, Inc

Company Name

A handwritten signature in black ink, appearing to be "M. B. Jones" or similar, written over a horizontal line.

Signature of Authorized Company Official



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REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

- ☒ Completed: **Proposer's Agreement and Signature**
- ☒ Completed: **Vendor Contact Information**
- ☒ Completed: **Felony Conviction Disclosure and Debarment Certification**
- ☒ Completed: **Resident/Nonresident Certification**
- ☒ Completed: **No Israel Boycott Certification**
- ☒ Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
- ☒ Completed: **Historically Underutilized Business (HUB) Certification**
- ☒ Completed: **Construction Related Goods and Services Affirmation**
- ☒ Completed: **Deviation/Compliance**
- ☒ Completed: **Location/Authorized Seller Listings**
- ☒ Completed: **Manufacturer Dealer Designation**
- ☒ Completed: **Texas Regional Service Designation**
- ☒ Completed: **State Service Designation**
- ☒ Completed: **National Purchasing Cooperative Vendor Award Agreement**
- ☒ Completed: **Federal and State/Purchasing Cooperative Experience**
- ☒ Completed: **Governmental References**
- ☒ Completed: **Marketing Strategy**
- ☒ Completed: **Confidential/Proprietary Information**
- ☒ Completed: **Vendor Business Name with IRS Form W-9**
- ☒ Completed: **EDGAR Vendor Certification**
- ☒ Completed: **Proposal Invitation Questionnaire**
- ☒ Completed: **Required Forms Checklist**
- ☒ Completed: **Proposal Specification Form with Catalogs/Pricelists**

**Catalogs/Pricelists must be submitted with proposal response or response will not be considered.*



Proposal Invitation No. 608-20-Highway Safety and Traffic Control Products

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

NOTE: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

☐ Manufacturers shall be listed in alphabetical order

☐ Vendor's must list one specific percentage discount for each Manufacturer listed.

If a vendor's response to Proposal Specification Form states "please see attachment sheet," all manufacturers listed on the attachment sheet must indicate per manufacturer the line item that correlates to Proposal Specification Form or Vendor's proposal may not be considered.

Section I: Highway Equipment, Products, and Supplies

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount
1	Discount (%) Off Catalog/Pricelist for Highway Safety Products, Supplies, and Equipment	Please state the discount (%) off catalog/pricelist for Highway Safety Products, Supplies, and Equipment . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %	NO BID	
2	Discount (%) Off Catalog/Pricelist for Traffic Control Products, Supplies, and Equipment	Please state the discount (%) off catalog/pricelist for Traffic Control Products, Supplies, and Equipment . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %	SEE ATTACHED	
3	Discount (%) Off Catalog/Pricelist for Pavement Marking Supplies and Equipment	Please state the discount (%) off catalog/pricelist for Pavement Marking Supplies and Equipment . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %	NO BID	
4	Discount (%) Off Catalog/Pricelist for Delineation Products and Object Markers	Please state the discount (%) off catalog/pricelist for Delineation Products and Object Markers . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %	NO BID	
5	Discount (%) Off Catalog/Pricelist for Road Signs, Posts, and Hardware	Please state the discount (%) off catalog/pricelist for Road Signs, Posts, and Hardware . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %	NO BID	

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal



Proposal Invitation No. 608-20-Highway Safety and Traffic Control Products

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount
6	Discount (%) Off Catalog/Pricelist for Fire Hydrants and Accessories	Please state the discount (%) off catalog/pricelist for Fire Hydrants and Accessories . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %	NO BID	
7	Discount (%) Off Catalog/Pricelist for Wheel Wash System (In Ground)/ (Above Ground)	Please state the discount (%) off catalog/pricelist for Wheel Wash System (In Ground)/(Above Ground) . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %	NO BID	
8	Discount (%) Off Catalog/Pricelist for Locking Systems for Highway/Safety Products	Please state the discount (%) off catalog/pricelist for Locking Systems for Highway/Safety Products . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %	NO BID	
9	Discount (%) Off Catalog/Pricelist for Animal Cages, Traps, and Accessories for Roads and Highways	Please state the discount (%) off catalog/pricelist for Animal Cages, Traps, and Accessories for Roads and Highways . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %	NO BID	
10	Discount (%) Off Catalog/Pricelist for Herbicides and Weed Control Products for Roads and Highways	Please state the discount (%) off catalog/pricelist for Herbicides and Weed Control Products for Roads and Highways . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %	NO BID	
11	Discount (%) Off Catalog/Pricelist for Oil and Hazardous Material Spill Remediation Products and Supplies	Please state the discount (%) off catalog/pricelist for Oil and Hazardous Material Spill Remediation Products and Supplies . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %	NO BID	

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal



Proposal Invitation No. 608-20-Highway Safety and Traffic Control Products

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount
12	Discount (%) Off Catalog/Pricelist for All Other Related Highway Safety and Traffic Control Products	Please state the discount (%) off catalog/pricelist for All Other Related Highway Safety and Traffic Control Products . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %	NO BID	
13	Discount (%) Off Catalog/Pricelist for Maintenance/Warranty Agreements for Equipment and Systems of Various Brands	Please state the discount (%) off catalog/pricelist for Maintenance/Warranty Agreements for Equipment and Systems of Various Brands . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %	NO BID	

Section II: Installation and Repair Service

Item No.	Short Description	Full Description	Not to Exceed Hourly Labor Rate	Detailed Information on Hourly Labor Rate	Exceptions to Hourly Labor Rate
14	Not to Exceed Hourly Labor Rate for Installation/Repair of Highway Safety and Traffic Control Equipment and Products	Hourly Labor Rate for Installation/Repair of Highway Safety and Traffic Control Equipment and Products -- State the Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.	\$ _____/Hour	NO BID	
15	Not to Exceed Hourly Labor Rate for Weed Control Service for Roads and Highways	Hourly Labor Rate for Weed Control Service for Roads and Highways -- State the Not to Exceed hourly labor rate for Weed Control Service of Roads and Highways.	\$ _____/Hour	NO BID	

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal



TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: February 21, 2022

FROM: Blake Hummel, Senior Project Engineer

ITEM: Consider approval of a Professional Services Agreement with Pacheco Koch Consulting Engineers, LLC, for the design phase services associated with the Royal Oaks Water Line Replacement Phase I project, in the amount of \$71,399.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Royal Oaks Water Line Replacement Phase I project includes the reconstruction of existing 8-inch water main along Kings Drive between Timber Creek Road and Homestead Street (~2,300 ft), as well as reconfiguration and reconnection of water service for all interconnecting streets along Kings Drive and an upsize of an existing 6-inch water main to Town standard 8-inch water main along the full length of Alexander Drive (~1,150 ft). The engineering design work also includes a bid option for pipe bursting, which may be an option for installation that will minimize disruptions in the neighborhood.

The scope of the Professional Services Agreement includes the preparation of design survey, design plans, contract specifications and record drawings.

The engineer's opinion of probable cost is \$800,000.00. Construction is scheduled for FY2022-2023.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: The decision to not approve the proposed Professional Services Agreement for design would postpone the improvements and reconstruction of existing water mains located within the Royal Oaks subdivision. Proposed improvements would directly benefit 71 residential lots and lower work orders and maintenance time the Town of Flower Mound spends on the existing system.

FISCAL IMPACT: \$71,399.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$71,399.00	630-960-98705-6070

Finance Review by: Tammy Wilson, Executive Director of Fiscal and Administrative Services/CFO *tw*

Total project cost is \$ 150,000. Funding sources are:

- Utility Debt \$ 150,000

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 Service Agreement with Pacheco Koch Consulting Engineers, LLC

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
PACHECO KOCH CONSULTING ENGINEERS, LLC**

This contract is entered into on this 21st day of February, 2022, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as “TOWN”), acting by and through its Mayor, and **Pacheco Koch Consulting Engineers, LLC**, (“hereinafter referred to as “CONSULTANT”) whose address is 4060 Bryant Irvin Rd., Fort Worth, TX 76109.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to surveying, design and providing construction documents for the Royal Oaks Water Line Replacement Phase I 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 Royal Oaks Water Line Replacement Phase I project specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment “A” hereto entitled “Scope of Work” (hereafter referred to as the “Project”). Attachment “A” is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment “A” and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed Seventy-One Thousand Three Hundred Ninety-Nine and No/100 Dollars (\$71,399.00). 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, 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, providing coverage to the extent liability exists in the absence of a contract or agreement.

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

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

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

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

Blake Hummel, P.E.,
 Senior Project Engineer
 Town of Flower Mound
 2121 Cross Timbers Road
 Flower Mound, Texas 75028
 972-874-6301 Telephone

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

If the policy will not provide the required notifications above, the insured shall satisfy the requirements of this paragraph.

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

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:

Blake Hummel, P.E.,
Senior Project Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6301 Telephone

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

Mark A. Pacheco, P.E., R.P.L.S.
President
Pacheco Koch Consulting Engineers, LLC
7557 Rambler Road, Suite 1400
Dallas, Texas 75231
972-235-3031 Telephone
mpacheco@pkce.com

Westwood Professional Services, Inc.,
12701 Whitewater Drive, Suite 300
Minnetonka, MN 55343
Attention: General Counsel
Email: general.counsel@westwoodps.com

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 Derek France
Mayor, Town of Flower Mound

Date Signed: _____

Attest:

Town Secretary

CONSULTANT:
Pacheco Koch Consulting Engineers, LLC

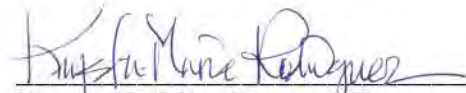
By: 
 Name: Brian D. O'Neill, P.E., CFM
 Title: Principal

Date Signed: 02/07/2022

State of Texas §
 §
 County of Dallas §

This instrument was acknowledged before me on the 7 day of February, 2022, by Brian D. O'Neill, P.E., CFM in his capacity as Principal of Pacheco Koch Consulting Engineers, LLC, a Texas Company, 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 Principal.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 7 DAY OF FEBRUARY, 2022.


 Notary Public, State of Texas

My Commission Expires:

October 19, 2023

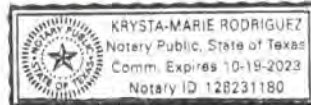


EXHIBIT A to Agreement between the
Town of Flower Mound, Texas
(OWNER) and Pacheco Koch
Consulting Engineers, LLC,
(CONSULTANT) for Consulting
Services

EXHIBIT 'A' – SCOPE OF SERVICES

ROYAL OAKS WATER LINE REPLACEMENT PHASE 1

PROJECT DESCRIPTION:

The project consists of the replacement of approximately 2,300 linear feet (LF) of 8" diameter water main along Kings Drive from Homestead Street to Timber Creek Road. This includes resetting water services for interconnecting residences along the project along with replacement of appurtenances. Additionally, the interconnecting lines will be replaced along the project limits along with Alexander Drive which will be replaced with an 8" water main between the intersections with King Drive approximately 1,150 linear feet. Finally, a bid alternative is anticipated for pipe bursting of the existing line as this main appears to be a viable candidate for pipe bursting. (PROJECT)

BASIC SERVICES:

A. Project Management, Coordination & Permitting

1. Manage the Team:

- Lead, manage and direct design team activities
- Ensure quality control is practiced in performance of the work
- Communicate internally among team members
- Allocate team resources

2. Communications and Reporting:

- Attend a pre-design project kickoff meeting with OWNER staff to confirm and clarify scope, understand OWNER objectives, and ensure economical and functional designs that meet OWNER requirements.
- Conduct review meetings with the OWNER at the end of each design phase.
- Prepare and submit monthly invoices in the format acceptable to the OWNER.
- Prepare and submit monthly progress reports.
- Prepare and submit baseline Project Schedule initially and Project Schedule updates.

3. Utility Clearance:

- The CONSULTANT will consult with the OWNER, public utilities, private utilities and government agencies to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on the project. CONSULTANT will design OWNER facilities to avoid

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(CONSULTANT) for Consulting
Services

or minimize conflicts with existing utilities, and consider known potential future utilities in designs. CONSULTANT will provide plans to and coordinate with utility owner(s) related to the relocation efforts of franchise utilities that remain in conflict with the proposed construction.

B. Preliminary Design (60% Submittal)

1. Prepare preliminary construction plans that will include the following sheets at the engineering scale indicated:
 - Cover Sheet
 - General Notes
 - Quantity Sheet
 - Project Layout & Control Sheet
 - Water Plan Sheets
Scale 1" = 20' Horizontal
 - Water Plan and Profile Sheets
Scale 1" = 20' Horizontal; 1" = 2' Vertical
 - Erosion Control Plans
 - Construction Phasing/TCP Sheets
 - Detail Sheets

Information required can be combined on sheets if the information can be clearly shown and is approved by OWNER's project manager.

Construction plan sheets identified above may require additional sheets, which would be mutually agreed upon prior to addition.

2. Assemble OWNER's standard construction contract documents and modify special technical specifications, if needed, for the project (if any).
3. Prepare an estimate of construction quantities and develop the preliminary opinion of probable construction costs with a 15% contingency.
4. Submit three (3) half sized 11"x17" and one (1) full sized 22"x34" set of preliminary 60% plans, one (1) set of preliminary construction contract documents, PDF of plans/contract documents, special conditions (if any) and preliminary opinion of probable construction costs to the OWNER for review.

C. Final Design (90% & 100% Submittals)

1. Revise preliminary plans incorporating comments from the OWNER.
2. Submit three (3) half sized 11"x17" set of preliminary 90% plans, two (2) sets of preliminary construction contract documents, PDF of plans/contract documents, and 90% opinion of probable construction costs for OWNER review.

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3. Incorporate final OWNER review comments into the plans and construction contract documents to finalize construction plans for proposed improvements.
4. Finalize construction contract documents including OWNER standard specifications, special technical specifications and special conditions (if any).
5. Estimate of final construction quantities and final opinions of construction cost with a 10% contingency.
6. Submit three (3) half sized 11"x17" and two (2) full sized 22"x34" set of final plans, two (2) set of final construction contract documents for OWNER use and five (5) half size 11"x17" sets of final plans and construction contract documents for bidding along with sealed PDF copy of plans & contract documents.

D. Bid Phase Services

CONSULTANT will support the bid phase of the project as follows.

1. Bidder Assistance:
 - The CONSULTANT will be available to update plans and/or specifications as a result of valid contractor questions or OWNER directed addendum/addenda.
 - Attend the prebid conference in support of the OWNER.
2. Conformed Construction Documents:
 - Upon award of a contract by the OWNER, the CONSULTANT shall assist with the execution, assembly and distribution of the construction contract documents for the Project.

E. Project Completion

1. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s) and OWNER's project representative. Submit one (1) set of the record drawings (with "record drawing stamp" bearing the signature of the Engineer and the date) to the OWNER on a CD-ROM disk or flash drive containing scanned half size 11"x17" black and white PDF images, TIFF images and AutoCAD files.

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F. Direct Expenses

1. Included in this item are usual and customary expenses normally incurred during performance of the services described. These expenses could include courier delivery charges, copies of existing engineering plans and/or maps, printing and reproduction (either in-house or by reproduction company) and mileage.

SPECIAL SERVICES:

A. Field Survey

1. Establish Survey Control

Establish survey control along each street or intersecting streets as necessary. These control points will be established based on and tied to established Town horizontal and vertical control points. The horizontal control for each street in the PROJECT will be established on the State Plane Coordinate System (NAD'83 Surface Coordinates) from OWNER monumentation. Control points will be established using 5/8" iron rods, 18" long. These control points will be established using GPS and conventional surveying methods.

2. Benchmark Loop

A benchmark circuit will be established, based on the vertical control points provided. These benchmarks will be located outside of the construction limits and put in such a place so that they may be easily found for future use. Benchmarks will be located at about 1,000' intervals and will be referenced. Benchmarks shall be looped in accordance with good surveying practice prior to field surveys. All control leveling work will be performed using appropriate modified second order procedures with closed loops into the PROJECT vertical control.

3. Existing Streets, Driveways and Right-of-Way

Existing streets, driveways and right-of-way will be profiled and cross-sectioned at 50' intervals and to points at least 20' outside of the Right-of-Way line. Low points, high points and other unique features will be tied. Pavement surfacing type(s) will be determined by visual inspection only. Intersecting streets and extensions beyond the limits of the roadway being designed will be profiled and cross-sectioned to a point at least 150' beyond the roadway being designed.

EXHIBIT A to Agreement between the
Town of Flower Mound, Texas
(OWNER) and Pacheco Koch
Consulting Engineers, LLC,
(CONSULTANT) for Consulting
Services

4. Existing Underground and/or Overhead Utilities

Utility owner's will be contacted, on an as-needed basis, and requested to assist in locating existing utilities identified for the PROJECT. Above ground features of existing utilities within the proposed Right-of-Way and 20' adjacent thereto for the limits of the PROJECT will be field located, including elevations of sanitary and storm sewer manhole flowlines and water/gas valve stems. Manholes upstream and downstream of the PROJECT limits will be tied when needed to determine pipeline locations and elevations within the PROJECT. The location of utilities between above ground features will be determined from visual inspection, utility records, and/or from locations determined by the respective utility companies. The utilities will be tied to the PROJECT control points and depths determined in sufficient detail to identify potential conflicts with proposed construction. The excavation and other costs required to expose or probe the underground utilities will be the responsibility of others.

5. Right-of-Way

Right-of-Way lines along the PROJECT will be located. This information will be included on the PROJECT's plan sheets.

6. Existing Storm Sewers and Culverts

The size of existing culverts will be measured and tied along with existing headwalls, channels and aprons. The size, length, and flowline elevation of existing storm sewers will be surveyed. Drainage areas contributing to the PROJECT or conveying water from the PROJECT will be determined through field investigations and available GIS topographic mapping.

7. Temporary Signs, Traffic Control, Flags, Safety Equipment, Etc.

The Surveyor will exercise care in completing this surveying assignment by using traffic control devices, flags and safety equipment when necessary.

Services not included in this contract:

- *Construction observation or inspection services*
- *As-built surveys of constructed improvements*
- *Public hearings or Town Council/Commission meetings*
- *Geotechnical engineering*
- *Subsurface utility engineering (SUE) Level A and B*

EXHIBIT A to Agreement between the
Town of Flower Mound, Texas
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- *Utility coordination meeting(s) to start relocation process with affected franchise utilities.*
- *Reset property corner monumentation disturbed or removed during or after construction*
- *LOMR Preparation*
- *Traffic Signal Design*
- *Illumination Design*
- *Required application and permitting fees (LOMR) or special insurance premiums are not included*
- *Phase II Environmental Site Assessments*
- *Storm Water Pollution Prevention Permit (SWPPP) – Erosion Control Plans are included.*
- *Tree mitigation plan or calculations of protected tree inches requiring mitigation.*

END OF EXHIBIT 'A'

EXHIBIT B to Agreement between the
Town of Flower Mound, Texas
(OWNER) and Pacheco Koch
Consulting Engineers, LLC,
(CONSULTANT) for Consulting
Services

EXHIBIT 'B' – COMPENSATION AND METHOD OF PAYMENT

TOWN OF FLOWER MOUND – ROYAL OAKS WATER LINE REPLACEMENT PHASE 1

COMPENSATION:

For all professional services included in EXHIBIT 'A', Scope of Services, the CONSULTANT shall be compensated a lump sum fee of \$71,399.00 as summarized below. The total lump sum fee shall be considered full compensation for the services described in EXHIBIT A, including all labor materials, supplies, and equipment necessary to deliver the services.

Basic Services

A.	Project Management, Coordination & Permitting	\$ 3,750.00
B.	Preliminary Design (60% Submittal)	27,520.00
C.	Final Design (90% & 100% Submittals)	18,780.00
D.	Bid Phase Services	1,665.00
E.	Project Completion	890.00
F.	Direct Expense (Not to Exceed)	<u>794.00</u>
		\$ 53,399.00

Special Services

A.	Field Survey	<u>18,000.00</u>
		\$ 18,000.00

GRAND TOTAL **\$ 71,399.00**

METHOD OF PAYMENT:

The CONSULTANT shall be paid monthly payments as described in the AGREEMENT. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of the CONSULTANT.

Monthly statements for reimbursable services performed by sub consultants will be based upon the actual cost to the CONSULTANT plus ten percent (10%). Direct expenses for services such as printing, express mail, fees, mileage and other direct expenses that are incurred during the progress of the project will be billed at 1.1 times the CONSULTANT'S cost.

END OF EXHIBIT 'B'



TOWN COUNCIL AGENDA ITEM NO. 8

REGULAR ITEM

DATE: February 21, 2022

FROM: Chuck Russell, Principal Planner

ITEM: Public Hearing to consider an ordinance amending the zoning (ZPD18-0014 – Silveron Park) from Planned Development District No. 31 (PD-31) with Campus Commercial District (CC) uses to Planned Development District No.171 (PD-171) with Campus Commercial District (CC) and multifamily uses, and with certain waivers, exceptions and modifications to the Code of Ordinances. The property is generally located south of International Parkway and east of Lakeside Village Boulevard. *(On February 14, 2022, the Planning and Zoning Commission recommended approval by a vote of 6 to 0.)*



SUMMARY DATA:

- Lot Size – 49.77 acres
- Proposed Zoning – PD for Campus Commercial (CC) to include multifamily uses
- Proposed Buildings – 525,200 square feet of office uses located within eight buildings ranging in height from one to four stories; 45,880 square feet of retail/restaurant uses located within five, one-story buildings; 200 multifamily dwelling units located within three, four-story buildings (238,800 square feet); and 281,400 square feet located within a five-story parking garage
- SMARTGrowth – Passed
- Traffic Analysis – The proposed development incorporated all recommended turn lanes and traffic lights identified in the TIA into their plans.
- Waiver – Roof Pitch for three buildings less than 15,000 square feet each
- Incentives – None

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

ATTACHMENTS:

1. Draft Ordinance
2. [Planning and Zoning Commission Staff Report Link](#)

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.

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, "LAND DEVELOPMENT REGULATIONS," OF THE FLOWER MOUND CODE BY CHANGING THE ZONING ON APPROXIMATELY 49.759 ACRES OF LAND SITUATED IN THE JOSEPH KNIGHT SURVEY, ABSTRACT NO. 692, FROM PLANNED DEVELOPMENT DISTRICT-31 (PD-31) WITH CAMPUS COMMERCIAL DISTRICT (CC) USES TO PLANNED DEVELOPMENT DISTRICT-171 (PD-171) WITH CERTAIN CAMPUS COMMERCIAL DISTRICT (CC) USES AND MULTIFAMILY USES IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE FLOWER MOUND CODE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as approximately 49.759 acres of land situated in the Joseph Knight Survey, Abstract No. 692, Tarrant County, Texas, have filed an application to change the zoning Planned Development District-31 (PD-31) with Campus Commercial District (CC) uses to Planned Development District-171 (PD-171) with certain Campus Commercial District (CC) uses and multifamily uses; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas, held a public hearing on February 14, 2022, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on February 21, 2022, with respect to the proposed rezoning as described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Local Government Code, Chapter 78 of the Land Development Regulations, and all other laws dealing with notice, publication, and procedural requirements for the approval of a rezoning on the property; and,

ORDINANCE NO. _____**Page 2**

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

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

SECTION 1

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

Approximately 49.759 acres of land situated in the Joseph Knight Survey, Abstract No. 692, Tarrant County, Texas, and more fully described in Exhibit "A" attached hereto.

Planned Development District-171 (PD-171) with certain Campus Commercial District (CC) uses and multifamily uses.

SECTION 2

The Development Standards, Conceptual Site Plan, Conceptual Landscape Plan, Pedestrian Circulation and Open Space Plan, Phasing Plan, and Conceptual Elevations of the proposed Planned Development District No. 171 (PD-171), attached hereto as Exhibits "B," "C," "D," "E," "F," and "G" each incorporated herein for all purposes allowed by law, are hereby approved as the Development Standards, Conceptual Site Plan, Conceptual Landscape Plan, Pedestrian Circulation and Open Space Plan, Phasing Plan, and Conceptual Elevations for this Planned Development District No. 171 (PD-171).

SECTION 3

The official Zoning Map of the Town of Flower Mound is hereby amended and the Director of Planning Services is directed to revise the official Zoning Map to reflect the approved Planned Development District No. 171 (PD-171), as set forth above.

SECTION 4

The use of the property described above shall be subject to all restrictions, terms, and conditions contained in Exhibits "B," "C," "D," "E," "F" and "G" attached hereto, as well as the applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town of Flower Mound.

ORDINANCE NO. _____

Page 3

SECTION 5

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

SECTION 6

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

SECTION 7

Any person, firm, or corporation who violates any provision of this Ordinance as adopted by the Town Council of the Town of Flower Mound shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-13 of the Flower Mound Code. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 8

All rights and remedies of the Town of Flower Mound are expressly saved as to any and all violations of the provisions of the Land Development Regulations or any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 9

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

ORDINANCE NO. _____

Page 4

SECTION 10

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 21ST DAY OF FEBRUARY, 2022.

APPROVED:

Derek France, MAYOR**ATTEST:**

Theresa Scott, TOWN SECRETARY

Exhibit A**LEGAL DESCRIPTION**

BEING a tract of land located In the J. KNIGHT SURVEY, ABSTRACT NO. 692, Town of Flower Mound, Tarrant County, Texas and being a part of a tract of land described as Tract 2 In Deed to Daldav Associates, L.P., recorded in Document Number 99-111390, Deed Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 Inch iron rod with a yellow plastic cap stamped "DAA" fauna In the South right-of-way line of International Parkway (Farm-to-Market Road 2499), a 160 foot right-of-way, at the Northeast corner of said Tract 2 and the Northwest corner of a tract of land described as Tract C in Deed to D-F Fund VI, LLC, recorded in Document Number 98-105272, Deed Records, Denton County, Texas;

THENCE South 00 degrees 31 minutes 59 seconds East, a distance of 607.11 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'BRITTAIN&CRAWFORD" found at the Southeast corner of said Tract 2 and the Southwest corner of said Tract C;

THENCE South 89 degrees 57 minutes 58 seconds West, along the South line of said Tract 2, a distance of 1,616.08 feet to a US Army Corps of Engineers Brass Disk found in concrete;

THENCE South 89 degrees 52 minutes 18 seconds West, along said South line, a distance of 2,074.35 feet to a 3/4 inch iron pipe found at the Southwest corner of said Tract 2;

THENCE North 00 degrees 30 minutes 43 seconds West, leaving said South line, a distance of 339.51 feet to a 1/2 Inch iron rod with a yellow plastic cap stamped "DAA" set for corner in the approximate centerline of Silveron Boulevard;

THENCE Northeasterly, along said approximate centerline, the following three (3) courses and distances:

North 89 degrees 16 minutes 22 seconds East, a distance of 197.62 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the left having a central angle of 58 degrees 06 minutes 05 seconds, a radius of 700.00 feet and a chord bearing and distance of North 60 degrees 13 minutes 20 seconds East, 679.82 feet;

Northeasterly, along said curve to the left, an arc distance of 709.84 feet to o 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 31 degrees 10 minutes 17 seconds East, a distance of 210.86 feet to an "X" set in concrete at the intersection of said Silveron Boulevard and the South right-of-way line of said International Parkway at the beginning of a non-tangent curve to the left having a central angle of 30 degrees 07 minutes 09 seconds, a radius of 1,989.86 feet and a chord bearing and distance of South 75 degrees 22 minutes 52 seconds East, 1,034.03 feet;

THENCE Easterly, along said South right-of-way line and along said curve to the left, an arc distance of 1,046.03 feet to a Texas Department of Transportation Brass Disk found in concrete;

THENCE North 89 degrees 33 minutes 50 seconds East, continuing along said South right-of-way line, a distance of 1,790.51 feet to the POINT OF BEGINNING and containing 49.759 acres of land, more or less.

Exhibit B

Exhibit "B"

Development Standards

Planned Development District - 171 (PD-171) Silveron Park

The development on the property comprising approximately 49.77 acres of land within the corporate limits of the Town of Flower Mound ("Town") shall be in accordance with the Town of Flower Mound *Master Plan* and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements.

Development of the Campus Commercial District area designated on Exhibit "C," comprising of approximately 49.77 acres, shall comply with all regulations applicable to the Campus Commercial District (CC) uses contained in the Town's Land Development Regulations as amended, except as otherwise provided in this Ordinance.

A. DEFINITIONS.

1. ORDINANCE NO. 13-19 means an amending ordinance to various sections of Chapters 90 and 98 of the Code of Ordinances, approved by the Town Council on April 15, 2019.
2. PRIVATE OPEN SPACE means areas that are privately owned and maintained but not accessible by the general public.
3. PUBLIC OPEN SPACE means areas that are privately owned and maintained but publicly accessible.

B. EXHIBITS.

1. The following Exhibits are incorporated into this planned development.
 - a. Exhibit "C": Conceptual Site Plan
 - b. Exhibit "D": Conceptual Landscape Plan
 - c. Exhibit "E": Pedestrian Circulation and Open Space Plan
 - d. Exhibit "F": Phasing Exhibit
 - e. Exhibit "G": Conceptual Elevations
 - f. Exhibit "H": Open Space Renderings

C. USE STANDARDS.

1. PERMITTED USES. Except as provided in this section, uses listed as Permitted Uses in the Campus Commercial District (CC) in the Town's Zoning Ordinance may be permitted in this Planned Development.
 - a. The following additional use is permitted in this Planned

Exhibit B

Development.

i. Multifamily.

b. The following use is prohibited in this Planned Development:

i. Swimming pool, commercial.

2. SPECIFIC USES. Except as provided in this section, the uses listed as Specific Uses in Campus Commercial District (CC) in the Town's Zoning Ordinance, may be permitted in this Planned Development with a Specific Use Permit (SUP) approved by the Town Council.

a. The following specific uses are prohibited in this Planned Development:

- i. Amusement and recreation (outdoors).
- ii. Car wash, automatic.
- iii. Car wash, full service.
- iv. Convenience store with gasoline sales.
- v. Institution, drug, or psychiatric treatment.
- vi. Office-showroom/warehouse.
- vii. Retail, single tenant (50,000 sf, but less than 75,000 sf).
- viii. Retail, single tenant (75,000 sf, but less than 100,000 sf).
- ix. Retail, single tenant (100,000 sf or more).

3. TEMPORARY USES. The uses listed as Temporary Uses in the Campus Commercial District (CC) in the Town's Zoning Ordinance may be permitted in this Planned Development only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of the Land Development Code, "Temporary Use Permits."

D. PUBLIC OPEN SPACE STANDARDS.

- 1. Public open space shall generally be located as shown on Exhibit "E." These areas shall either comply with Ordinance No. 13-19 or are open spaces that shall provide for minimum improvements/amenities as noted in this section.
- 2. All public open space shall be privately owned and maintained and shall be publicly accessible.
- 3. The following open space areas shall include the minimum improvements and amenities as noted for each and be located as shown on Exhibit "E."
 - a. General Open Space. General open space is open space that does

Exhibit B

not fit into a specific open-space category as defined by the Town's Open Space Ordinance but includes eligibility. General Open Space may contain pedestrian circulation pathways or may serve as isolated open spaces or linkages to larger open-space parks. All areas of disturbance under existing tree canopy shall be replanted with native plant material or mulched. General Open Space shall be perpetually maintained according to landscape maintenance industry standards. A minimum of 36 mows a year, weekly trash pickup, and annual tree trimming shall be performed.

- b. The West Park (1). There shall be a minimum of 3.203 acres categorized as a Natural Area as described by the Town's Open Space Standards. The West Park will be generally located in two separate zones as shown in Exhibit "H." Areas west of the concrete sidewalk shall be maintained in a natural state with minimal clearing to provide means to construct a nature trail, pedestrian bridge, signage, seating, and observation deck. Perpetual maintenance for areas and nature trails west of the concrete sidewalk may include removal of invasive vines and underbrush. All areas of disturbance shall be replanted with native plant material. Mowing shall be performed directly adjacent to the concrete sidewalk (5' mowing space maximum) on each side to prohibit grass and brush from growing over the path. Trail maintenance shall be performed at least once a year.

Areas east of the concrete sidewalk shall be maintained in a semi-natural state and shall be perpetually maintained by having understory, consisting of non-protected trees, saplings, vines, and brush, cleared with annual maintenance. Protected trees may be pruned of all deadwood and low hanging branches. All areas of disturbance shall be replanted with native plant material. Mowing shall be performed directly adjacent to the concrete sidewalk (5' mowing space maximum) on each side to prohibit grass and brush from growing over the path. Open native grass areas shall be mowed once a year in late winter, prior to spring growth.

A portion of the West Park is classified as an Environmental Sensitive area. Environmentally Sensitive Areas include Ephemeral Stream, Intermittent Stream, Protected Slopes, and Upland Habitat. Any construction for approved amenities shall avoid or mitigate disturbance that may occur to ESAs during construction.

West Park shall include a minimum of the following:

- i. Gathering area at the trailhead of patterned or stamped concrete, with a minimum of 125 square feet of land area.

Exhibit B

- ii. Pedestrian bridge (min. four-foot (4') width)
- iii. Seating areas (benches/seat walls) with associated shade.
- iv. Trash receptacles.
- v. Trail signage, not to exceed five (5) square feet.
- vi. Bollard lighting.
- vii. Five-foot-wide unobstructed walking path designed to extend to the east along the southern property line. Connection to adjacent properties will be at the right-of-way.
- viii. A nature pathway and a wildlife viewing deck. Viewing deck to meet minimum 100 square feet.

- c. The Green (2). There shall be a minimum 1.233 acres of land area, identified as "The Green" provided in the general location shown on Exhibit "H." The designated area is categorized as a Green per the Town's Open Space Ordinance and will serve as a public outdoor extension of the adjacent retail and restaurant uses as well as gathering place for the development. Protected trees may be pruned of all deadwood and low hanging branches. All areas under specimen tree canopies are to be mulched and pruned with hand-held equipment only. No machinery or heavy equipment is allowed under specimen tree canopies. A minimum of 36 mows per year, weekly trash pickup, and annual tree trimming shall be performed.

The Green shall include a minimum of the following:

- i. Use of natural and hardscape elements to create active gathering area.
- ii. Seating areas (benches, tables and chairs, seat walls).
- iii. Shade structures, tree plantings to provide a shade canopy, or other shade producing elements.
- iv. Trash receptacles.
- v. Bollard lighting.
- vi. Bicycle rack.
- vii. Enhanced landscaping and turf grass.
- viii. Play area (min. 1,000 square feet) that uses natural materials to encourage interaction with the environment.

- d. The Central Park (3). There shall be a minimum 1.767 acres of land area identified as "Central Park" provided in the general location shown on Exhibit "H." The Central Park is comprised of two categories. A Green (0.856 acres) and Detention (0.911 acres) as defined by the Town's Open Space Ordinance. The Central Park will be perpetually maintained according to landscape maintenance industry standards. A minimum of 36 mows per year, weekly trash pickup, and annual tree trimming shall be performed.

Exhibit B

The Central Park shall include a minimum of the following:

- i. Use of natural and hardscape elements to create an open space area linking Silveron Park to the southern detention basins and pedestrian trail.
 - ii. Playground (min. 1,000 square feet and intended for ages 5-12).
 - iii. Seating areas (benches, tables and chairs, seat walls) with associated shade.
 - iv. Detention basin open-space lawn with multi-purpose use capabilities. The open-space lawn shall be used for dog park/dog runs, common leisure, etc. Detention basin shall have an ornamental fence perimeter and security gates. Where feasible as defined by the Town's Open Space Ordinance, detention area will incorporate a 10' perimeter circulation path and canopy trees around the perimeter of the facility.
 - v. Shade structures, tree plantings to provide a shade canopy, or other shade producing elements.
 - vi. Trash receptacles.
 - vii. Bollard lighting.
 - viii. Bicycle rack.
 - ix. Enhanced landscaping, turf, and seasonal color.
- e. Oak Bluff Park (4). There shall be a minimum 2.802 acres of land area identified as "Oak Bluff Park" provided in the general location shown on Exhibit "H." The west portion of Oak Bluff Park consists of a Natural Area (1.007 acres) and Detention (1.192 acres). The east portion of Oak Bluff Park consists of a Natural Area (0.603 acres). Acreage defined as Natural Area is categorized and described by the Town's Open Space Standards. Oak Bluff Park will be maintained in two separate zones. Natural areas shall be perpetually maintained by having understory consisting of non-protected trees, saplings, vines, and brush, cleared with annual maintenance. Protected trees shall be pruned of all deadwood and lowhanging branches. All areas within the wetland mitigation easement of disturbance shall be replanted with native plant material. A portion of Oak Bluff Park is classified as Environmental Sensitive Area ("ESA"). Environmental Sensitive areas include Ephemeral Stream, Intermittent Stream, and Protected Slopes. Any construction for approved amenities will avoid or mitigate disturbance that may occur to ESAs during construction.

Within Natural Areas, all areas outside of existing tree canopy, outside of the wetland mitigation easement, and adjacent to sidewalks or trails may have maintained turf areas. All areas of disturbance under existing tree canopy, whether within or outside of

Exhibit B

the wetland mitigation easement, shall be re-planted with native plant material or mulched. A minimum of 36 mows per year, weekly trash pickup, and annual tree trimming shall be performed.

Oak Bluff Park shall include a minimum of the following:

- i. Pedestrian Bridge (min. five-foot (5)' width).
- ii. Seating areas (benches, tables and chairs, seat walls).
- iii. Shade structures, tree plantings to provide a shade canopy, or other shade producing elements.
- iv. Proposed 8 foot (8') Silveron Trail.
- v. Trash receptacles.
- vi. Bollard lighting.
- vii. Trail signage.
- viii. Native understory plant material, enhanced landscaping, and turf.

Acreage defined as Detention will be perpetually maintained according to landscape maintenance industry standards. A minimum of 36 mows per year, weekly trash pickup, and annual tree trimming shall be performed. Oak Bluff Park is generally located as shown on Exhibit "H" and shall include a minimum of the following:

- i. Use of natural and hardscape elements to create an open-space area linking the southern walkway to the eastern residential block.
- ii. Seating Areas (benches/seat walls).
- iii. Detention basin open-space lawn. A detention basin lawn shall be constructed in a manner to achieve multi-purpose uses. Facility shall include passive recreation elements such as frisbee golf nets for active recreational use.
- iv. Shade structure, tree plantings to provide a shade canopy or other shade producing elements.
- v. Trash receptacles.
- vi. Bollard lighting.
- vii. Native understory plant material, enhanced landscaping, and turf.

- f. Silveron Park (5). There shall be a minimum of 1.346 acres of linear open space, identified as "Silveron Park" provided in the general location shown on Exhibit "H," along the east/west street connecting all buildings with Pedestrian Access. In addition to enhanced landscaping and turf grass, the area will contain a proposed ten-foot (10') Silveron Trail. The general open space in Silveron Park will be perpetually maintained according to landscape maintenance industry standards. A minimum of 36 mows per year, weekly trash pickup,

Exhibit B

and annual tree trimming shall be performed.

Silveron Park shall include a minimum of the following:

- i. Seating/patio areas (benches, tables and chairs, seat walls).
- ii. Shade structures, tree plantings to provide a shade canopy, or other shade producing elements.
- iii. Proposed ten-foot (10') Silveron Trail.
- iv. Trash receptacles.
- v. Bollard lighting.
- vi. Enhanced sidewalk pavement banding.
- vii. Safety bollards at intersections.

4. OPEN SPACE PHASING.

- a. This Planned Development is proposed to be developed in phases.
- b. Land area and improvements for the open space areas detailed in Paragraph 3 shall be provided in the general locations shown on Exhibit "F."
- c. A certificate of occupancy shall not be issued for the building(s) in a phase until all of the respective open space areas within that phase have been completed.
- d. A certificate of occupancy shall not be issued for the building(s) in a phase until a landscape maintenance plan has been submitted for public open space areas.

5. PUBLIC OPEN SPACE AND TRAIL REQUIREMENTS.

- a. An aggregate of 10.352 acres of public open space shall be provided and consist of areas that meet the standards provided in Ordinance No. 13-19 and additional requirements provided in Paragraph 3.
- b. To track compliance with required land area minimums, each submitted site plan that includes an open space area shall include the following table, which shall be updated with each submittal and placed on each site plan:

Exhibit B

Public Open Space Type per Ordinance No. 13-19 and other Open Space Areas (see PD-171, Exhibit "E" for location of each)	Required (Approximate acreage per PD-171)	Proposed	Total Public Open Space approved prior to this submittal (include PZ approval date for each)	Total Public Open Space inclusive of this submittal	Aggregate acreage-Remaining requirement (based on 17.3 acres per PD-171)
Date of this Plan	11/11/2021				
1 – The West Park (Natural Area)	3.203 acres				
2 – The Green (Green)	1.233 acres				
3 – Central Park (Green) (Detention)	1.767 ac. total 0.856 acres 0.911 acres				
4- Oak Bluff Park (Natural Area) (Detention)	2.802 ac. total 1.007 acres 1.192 acres				
----- (Natural Area)	0.603 acres				
5- The Silveron Park (General Open Space)	1.347 acres				
TOTAL ACREAGE FOR OPEN SPACE AREAS AS DEFINED BY ORDINANCE NO. 13-19	10.352 acres				

E. BUILDING STANDARDS.**1. SETBACKS.****a. Long Prairie Road.**

- i. Except as provided in this section, the minimum building

Exhibit B

setback for all structures is 60 feet.

- ii. The minimum building setback for a building that does not have surface parking between the building and Long Prairie Road is 40 feet.
- iii. Off-street parking is prohibited within the first 25 feet of the property line.
- iv. Minimum setbacks are measured from the existing right-of-way at the time of passage of this Ordinance.

b. Lakeside Village Boulevard.

- i. The minimum building setback for all structures is 25 feet.
- ii. Off-street parking is prohibited within the first 25 feet of the property line.
- iii. Minimum setbacks are measured from the existing right-of-way at the time of passage of this Ordinance.

c. Buildings fronting a private street or access way.

- i. No minimum building setback.

2. LOT COVERAGE.

- a. Residential Uses. Maximum lot coverage is 95 percent, combined.
- b. Commercial Uses. Maximum lot coverage is 60 percent, combined.
- c. All site plans shall contain an aggregate calculation of lot coverage by use category, either Residential or Commercial. The following table shall be provided with each site plan application and amended site plan application:

Lot Coverage required per Ordinance: Residential-95 percent, combined Commercial-60 percent, combined	This Site Plan	Existing (prior to this site plan)	Cumulative (Including this site plan)
Proposed Use:	____ percent	____ percent	____ percent

Exhibit B

3. FLOOR AREA RATIO. For purposes of this planned development district, the entire Property is considered one lot and a maximum floor area ratio in the aggregate for the Property is 1:1 notwithstanding that any individual lot may exceed a floor area ratio of 1:1.
4. STORIES.
 - a. Except as provided in this paragraph, the maximum number of stories is ten (10).
 - b. Multifamily. Maximum number of stories is four (4).
 - c. Building Numbers 9, 10, 11, 12, and 13.
 - i. Maximum number of stories is five.
 - d. Podium parking or parking levels below grade shall not count towards the maximum number of stories for any permitted use.
5. HEIGHT.
 - a. Maximum height for multifamily buildings is 60 feet.
 - b. Maximum height for nonresidential buildings, excluding parking garages, is 86 feet.
 - c. Maximum height for a parking structure is 66-feet.
 - i. The height of the parking structure shall be measured as the vertical distance above finish grade measured to the highest point of the structure.

F. LANDSCAPE, HARDSCAPE, & SCREENING STANDARDS.

1. STREET SETBACKS.
 - a. Except as provided in this section, there shall be a minimum landscape buffer of 25 feet along FM 2499 as measured from the existing right-of-way.
 - b. There shall be a minimum landscape buffer of 15 feet along Lakeside Village Boulevard as measured from the existing right-of-way.
2. STREET BUFFER LANDSCAPING. Tree plantings shall be provided at a ratio of one (1) tree for each 30 linear feet of the buffer.

Exhibit B

3. STREET YARD LANDSCAPING. All undeveloped areas of the street yard shall be landscaped at a minimum of 20 percent of the street yard.
4. PERIMETER LANDSCAPING. Perimeter buffers and other landscape areas are generally located as provided on Exhibit “D” and shall require final detail with each site plan application.
5. TREE PLANTING REQUIREMENTS.
 - a. Trees provided for development shall be grown and obtained through a recognized nursery in accordance with good horticultural practice, with healthy root systems developed by transplanting or root pruning.
 - b. Trees provided shall be only healthy stock to be free of disease, insets, eggs, larvae, and defects such as knots, sunscald, injuries, abrasions, or disfigurement.
 - c. Trees shall not have coarse, circling roots that are visible from top of root ball.
 - d. Trees provided shall be of the sizes indicated in the planting lists, on designs and in accordance with dimensional relationship requirements of ANSI-Z60.1 for kind and type of plant material required.
 - e. It is required that all canopy trees have a minimum of 600 cubic feet of uncompacted soil and all ornamental trees have a minimum of 450 cubic feet of uncompacted soil. If the minimum standard of cubic feet for trees cannot be met, alternatives such as structural soils or soil cells shall be utilized.
 - f. Parking Lot Trees.
 - i. Parking area trees that are required to be located within 50 feet of a parking space and are located within the limits of underground detention shall be located elsewhere within the same parking lot area. The final location of any relocated tree shall be determined during site plan approval.
 - g. Street Trees.
 - i. Street trees, as defined as trees between a back of curb and adjacent sidewalk, shall have a minimum depth of 24” of topsoil recycled from the site or an otherwise loamy soil to make up the top two (2) feet of the 600 cubic feet of

Exhibit B

uncompacted soil. In areas of limited space, ornamental trees are recommended to maintain a minimum of 450 cubic feet. There shall be a minimum 2'-6" clearance from trunk to the edge of pavement and root barriers shall be installed.

- ii. Should hardscapes such as sidewalks, roads, or building foundations prevent the cubic foot minimum recommendations of uncompacted soil volume, alternate methods of supplementation such as structural soils or soil cells shall be utilized.
- iii. Trees along internal roads shall be provided at a ratio of one tree for every 50 feet of lineal frontage.
- iv. Public street trees, such as those which are located along F.M. 2499 or Lakeside Village Boulevard, shall comply with the Town standards and shall be provided at a ratio of one (1) tree for every 30 feet of lineal frontage.
- v. Trees shall always receive adequate water to keep roots alive. Street trees shall generally be columnar species and always be columnar species when within 20 feet of a building facade.
- vi. Uncompacted soil shall have a written specification based on the Soil Classification Pyramid with a range for each of silt, clay, and sand.
- vii. Street trees shall be installed after all major construction, including franchise utilities, is completed within each tract adjacent to the street trees.
- viii. No lime stabilized base concrete shall be installed within ten (10) feet of a street tree.
- ix. Street trees shall be a minimum of five-inch (5") caliper and be trimmed up to have an eight-foot (8') clearance for pedestrians and parking. Street trees shall be trimmed up to have a fourteen-foot (14') clearance for streets and drive aisles.
- x. When installing utilities that share a landscape strip with street trees, utilities shall be located (a) in a five-foot (5') franchise utility easement under the sidewalk with pull boxes OR (b) in a five-foot (5') franchise utility easement from the edge of the sidewalk and extending toward the street. Utility lines shall be sleeved for ten (10) feet either side of the tree planting location. Pull boxes and transformers shall be located halfway

Exhibit B

- between street trees spaces as required.
 - xi. Upon installation of tree planting strips along drive aisles, the Town may conduct soil percolation tests to ensure proper drainage and soil compaction standards.
- 6. NONRESIDENTIAL BUILDING MAIN ENTRY. Each landscape plan shall provide for compliance with the following design standard:
 - a. Building entry points shall have site design features such as special paving, landscaping, pedestrian lights, pedestrian benches, earth forms, water fountains /displays, and other furnishings.
- 7. ENHANCED PAVEMENT. Enhanced pavement pedestrian crosswalks shall be required at major intersections along the main road. Safety bollards shall be provided at all intersections.

G. ACCESS, PARKING, AND LOADING STANDARDS.

- 1. PARKING. Except as provided in this section, off-street parking shall be provided as outlined in the Town of Flower Mound Land Development Regulations.
 - a. Multifamily. One and one-half spaces per dwelling unit.
 - b. Office.
 - i. Except as provided in this subparagraph, one (1) space for each 250 square feet of floor area.
 - ii. An office parking ratio other than one (1) space for each 250 square feet of floor area may apply provided the following are included with a site plan application to support an alternative ratio:
 - AA. An updated parking study to this Planned Development that assesses an alternate parking ratio, aggregate existing and required parking within the Planned Development and construction of new development's required and provided parking at the time of the study.
 - BB. If structured parking or podium parking is proposed that removes existing surface parking, authorization of the property owner(s) for this change and detail of how the displaced surface parking is being replaced.
 - c. The development will be subject to an overall reciprocal easement

Exhibit B

agreement granting cross-access and cross-parking for the entire development. For purposes of this subparagraph, cross-parking shall not include structured parking and podium parking for those parking spaces that are reserved. A site plan that includes structured parking or podium parking shall provide detail as to the number of parking spaces that are reserved and the number of parking spaces that are available for cross-parking. A copy of said agreement will be provided to the Town with the Record Plat for the development.

- d. On-street parking within the boundary of the Planned Development is permitted in the locations shown on Exhibit "C" and may be considered in required off-street parking calculations.
- e. Structured or Podium Parking. Except as provided in this paragraph, all structured or podium parking shall comply with the Urban Design Plan.

- i. Structured Parking.

- AA. Design of the structure shall incorporate materials, fenestrations, and other architectural features that are consistent with the building(s) in which the parking serves, and shall include vertical elements such as reveals, projecting ribs, and offsets.
- BB. An exterior horizontal line shall be maintained on any exterior façade.
- CC. Except for point(s) of ingress/egress, openings in the parking structure facade shall not exceed 60 percent of the total facade area for each level of parking and shall be designed in such a manner to screen headlights.
- DD. Any elevator and stair shaft shall be topped with a gabled roof or other architectural accent. Exterior stairs are prohibited.

- ii. Podium Parking.

- AA. Except for point(s) of ingress/egress, openings in a street level facade shall not exceed 60 percent of the total facade area for this parking level and shall be designed in such a manner to screen headlights.
- BB. Any level of parking above street level shall comply with Section G.1.e.i. of this Ordinance.

Exhibit B

CC. Below grade parking shall be provided for Buildings 7, 8, 9, 12, and 13.

f. All parking-space striping located on the property shall be maintained by the Property Owners' Association.

2. LOADING AND WASTE AREAS. Loading and waste areas shall be provided as outlined in the Town of Flower Mound Land Development Regulations.

H. STREET, SIDEWALK, & CROSSWALK STANDARDS.

1. STREET SEGMENTS. The internal access within the Planned Development will use private streets and access drives as shown in Exhibit "C." All of the private streets and access drives will have a minimum 26 feet of pavement and may have parking along the travel lanes.
2. PEDESTRIAN CROSSINGS. Pedestrian sidewalks, pathways, and crossing areas shall generally be provided in the locations as shown on Exhibit "E." Enhanced pavement, such as patterned or stamped concrete or pavers shall be used at prominent pedestrian crossings as shown on Exhibit "E." Final locations may be addressed during site plan application, but shall provide for the integrity of connectivity as shown on Exhibit "E."
3. LONG PRAIRIE ROAD SIDEWALK. There shall be a minimum unobstructed six-foot-wide sidewalk generally located along the property's frontage.
4. LAKESIDE VILLAGE BOULEVARD SIDEWALK. There shall be a minimum unobstructed ten-foot-wide sidewalk along the property's frontage.
5. TEMPORARY INTERNAL SIDEWALKS AND PATHWAYS.
 - a. Development of the Planned Development is anticipated to be constructed in phases. As depicted on Exhibit "F," all publicly accessible open spaces, sidewalks, and pathways shall be connected.
 - b. Each site plan submitted within the Planned Development shall include details of how the site will connect to the overall pedestrian network. This will include permanent and temporary connections.
 - c. The sidewalks and pathways shall link all building and activity areas as shown on Exhibit "E."

Exhibit B

- d. Internal sidewalks and pathways shall be a minimum unobstructed four-foot-wide and will apply to both permanent and temporary connections as noted in subparagraph 5(b).

I. MISCELLANEOUS STANDARDS.

1. PUBLIC OPEN SPACE RENDERINGS. All site plan applications submitted for approval shall also include plan(s) details for respective public open space areas as shown on Exhibit "E." These respective open space areas shall comply with the depiction of improvements and sidewalk/pedestrian access connectivity to and through the public open space area as shown on Exhibit "H."
2. MULTIFAMILY AND COMMERCIAL BUILDING RENDERINGS. All site plan applications submitted for approval shall comply with the depiction of buildings, landscaping, private open space areas (if applicable), sidewalk/crosswalk detail, and elevations as shown on Exhibit "G."
3. ELEVATIONS.
 - a. Except as provided in this subparagraph, the conceptual elevations attached to this Ordinance denote building numbers that correspond with the anticipated respective location(s) for a use or mix of uses provided on the Conceptual Site Plan. For example, the reference to building numbers shall ensure that, a four-story multifamily building shall comply with the corresponding Conceptual Elevation (i.e., Typical Multifamily Building). As such, if a site plan application is submitted for a use (or uses) in a different location than that shown on the Conceptual Site Plan, then the corresponding elevation shall apply.
 - b. The Conceptual Elevations attached to this Ordinance denote design detail that corresponds to a particular building design (i.e., two-story retail/office). Each building design that is duplicated may deviate in application of design elements, materials, and finishes but shall maintain the unified design theme in this Planned Development.
 - c. A unified design theme as defined in Section 9 of the Town of Flower Mound Urban Design Plan (UDP) shall be established by the aggregate of Conceptual Elevations attached to this Ordinance.
4. DENSITY. Maximum number of residential dwelling units is 200.
5. MULTIFAMILY. Except for ground level units that provide direct access to the sidewalk, all other dwelling units shall be accessed from an internal corridor.

Exhibit B

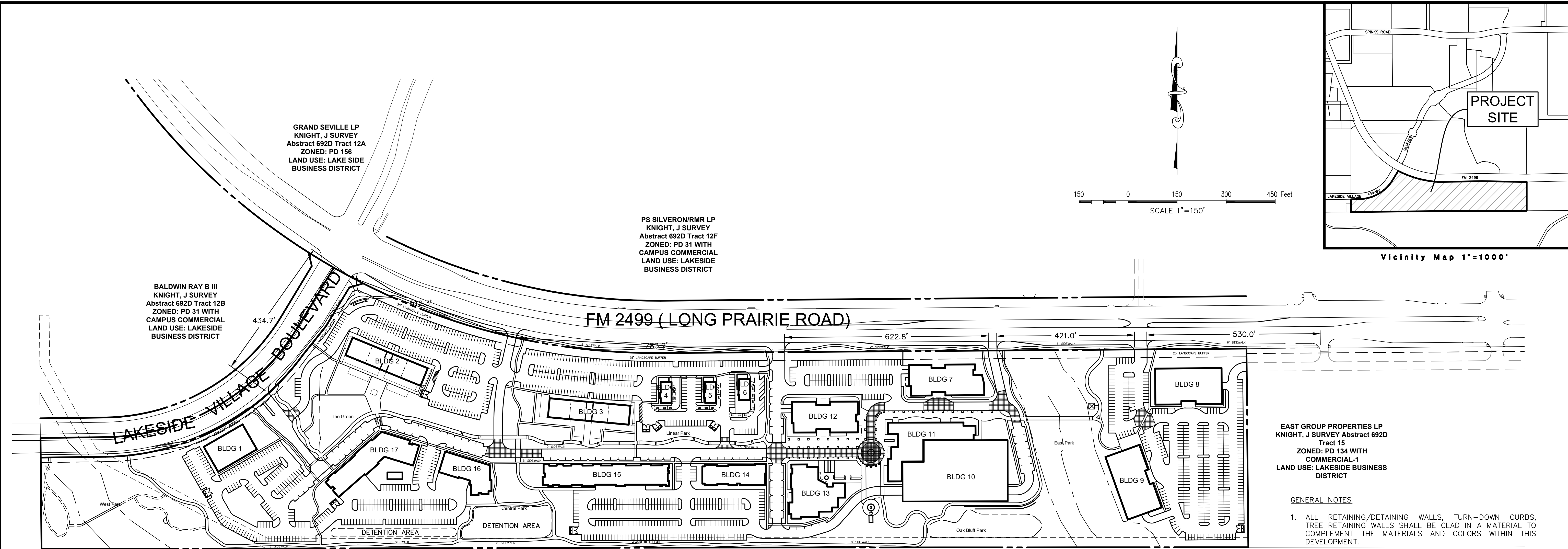
6. ENVIRONMENTAL PROTECTION PLAN. This Planned Development is subject to an approved Environmental Protection Plan.
 7. TREE PROTECTION PLAN. This Planned Development is subject to an approved Tree Protection Plan.
 8. PHASING. Phases of development for the Property are indicated in Exhibit "F," the "Phasing Exhibit." Development of the Property shall be subject to the following:
 - a. Issuance of the first Certificate of Occupancy for a multifamily use in Phase 1B is subject to the following:
 - i. Completed construction of 75,000 square feet of non-residential building space in Phase 1A to include the completion of a building final inspection indicating finish out permits are ready to be applied for; and
 - ii. Completion of horizontal site work, but not vertical construction, shall be completed within the three restaurant pad sites along Long Prairie Road in Phase 1A.
 - b. Phases 2, 3, and 4 are not required to be developed sequentially (e.g. Phase 2 does not need to be constructed prior to development of Phase 3 or Phase 4).
 - c. A temporary parking area may be constructed in Phase 1A or in Phase 2 for the first office building constructed in Phase 1A. Said parking area shall be constructed of concrete. The required landscaping for the temporary parking lot shall be provided. In lieu of providing the required landscaping within the temporary parking lot area, the required landscaping may be located within the 25' landscape buffer in Phase 1.
 - d. In Phase 2, the construction of either building 7, 11, or 13 will require the construction of a parking garage prior to final building inspections of either building 7, 11 or 13.
 - e. Landscape buffers along Lakeside Village Boulevard and Long Prairie Road in Phase 1, 2, and 3 shall be constructed prior to the building final inspection for the first building of Phase 1A. A landscape buffer along Phase 4 shall be installed with the development of Phase 4.
- J. EXCEPTIONS.** The following exceptions to the Town's Ordinances shall apply to this Planned Development.

Exhibit B

1. PITCHED ROOFS – URBAN DESIGN PLAN, SECTION 12.1. A waiver to the pitched roof requirement of buildings less than 15,000 square feet is granted.

K. ADMINISTRATION. There shall be established a Silveron Park Property Owners' Association (POA). Said association shall file Covenants, Conditions, and Restrictions (CC&Rs) in the Tarrant County Real Estate Records with the first record plat application and said POA shall be responsible for the maintenance of the following:

1. Landscape buffers along Long Prairie Road and Lakeside Village Boulevard.
2. Publicly accessible open space areas.
3. Striping of parking spaces and pedestrian crosswalks.
4. Cross-access and cross-parking agreements.
5. Other items as listed in the CC&Rs.



EAST GROUP PROPERTIES LP
KNIGHT, J SURVEY Abstract 692D
Tract 15
ZONED: PD 134 WITH
COMMERCIAL-1
LAND USE: LAKESIDE BUSINESS
DISTRICT

GENERAL NOTES

- ALL RETAINING/DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO COMPLEMENT THE MATERIALS AND COLORS WITHIN THIS DEVELOPMENT.
- RETAINING WALLS 4' AND ABOVE (INCLUDING FOOTING) REQUIRE A SEPARATE PERMIT.
- 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 IN WHICH IT SERVES.
- ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
- DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING IN WHICH IT SERVES.
- DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
- SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SUBJECT SITE PLAN/ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS UNLESS A COMPREHENSIVE SIGN PACKAGE FOR A SPECIFIC SIGN WAS INCLUDED IN THE APPROVED PD.
- ALL PERPENDICULAR OR ANGLED PARKING SPACES ARE TO BE 9' X 17.5'; ALL PARALLEL PARKING SPACES TO BE 8' X 20'

SITE DATA TABLE -- SILVERON PARK	
Physical Address	TBD
Gross Site Area	48,115 A; 2,095,901 SF
Net Site Area	46,461 A; 2,023,841 SF
Lot Coverage	
Building Coverage*	
Building 1	12,500 SF; 0.6%
Building 2	15,000 SF; 0.7%
Building 3	15,000 SF; 0.7%
Building 4	2,500 SF; 0.1%
Building 5	2,500 SF; 0.1%
Building 6	2,500 SF; 0.1%
Building 7	20,225 SF; 1.0%
Building 8	22,550 SF; 1.1%
Building 9	22,550 SF; 1.1%
Building 10	56,250 SF; 2.8%
Building 11	23,300 SF; 1.2%
Building 12	19,000 SF; 0.9%
Building 13	20,100 SF; 1.0%
Building 14	12,300 SF; 0.6%
Building 15	24,650 SF; 1.2%
Building 16	12,350 SF; 0.6%
Building 17	21,550 SF; 1.1%
Total	304,825 SF; 15.1%
Impervious Coverage	35%
Pervious Area	65%
Parking Summary	
Surface Parking (refer to the parking charts to the right)	
Building 1 Data	
Height	2 Story
Peak Height	40' 0"
Mean Height	34' 0"
Total Square Footage	24,000 SF
Building 2 Data	
Height	1 Story
Peak Height	32' 0"
Mean Height	27' 0"
Total Square Footage	15,000 SF
Building 3 Data	
Height	1 Story
Peak Height	32' 0"
Mean Height	27' 0"
Total Square Footage	15,000 SF

SITE DATA TABLE -- SILVERON PARK	
Building 4 Data	
Height	1 Story
Peak Height	25' 0"
Mean Height	23' 0"
Total Square Footage	2,500 SF
Building 5 Data	
Height	1 Story
Peak Height	25' 0"
Mean Height	23' 0"
Total Square Footage	2,500 SF
Building 6 Data	
Height	1 Story
Peak Height	25' 0"
Mean Height	23' 0"
Total Square Footage	2,500 SF
Building 7 Data	
Height	4 Story
Peak Height	71' 0"
Mean Height	68' 6"
Total Square Footage	80,900 SF
Building 8 Data	
Height	2 Story
Peak Height	35' 6"
Mean Height	34' 0"
Total Square Footage	45,000 SF
Building 9 Data	
Height	4 Story
Peak Height	71' 0"
Mean Height	64' 0"
Total Square Footage	90,000 SF
Building 10 Data	
Height	5 Story
Peak Height	66' 0"
Mean Height	64' 0"
Total Square Footage	N/A -- Parking Garage
Building 11 Data	
Height	4 Story
Peak Height	71' 0"
Mean Height	68' 6"
Total Square Footage	93,100 SF

SITE DATA TABLE -- SILVERON PARK	
Building 12 Data	
Height	4 Story
Peak Height	71' 0"
Mean Height	68' 6"
Total Square Footage	60,000 SF
Building 13 Data	
Height	4 Story
Peak Height	71' 0"
Mean Height	68' 6"
Total Square Footage	80,300 SF
Building 14 Data	
Height	4 Story
Peak Height	71' 0"
Mean Height	68' 6"
Total Square Footage	51,900 SF
Building 15 Data	
Height	4 Story
Peak Height	60' 0"
Mean Height	52' 0"
Total Square Footage	98,000 SF
Building 16 Data	
Height	4 Story
Peak Height	60' 0"
Mean Height	52' 0"
Total Square Footage	35,600 SF
Building 9 Data	
Height	4 Story
Peak Height	58' 5"
Mean Height	51' 4"
Total Square Footage	105,200 SF

Existing Zoning Standard	Existing Campus Commercial	Proposed PD-171 (Campus Comm. Uses)
Minimum Lot Area	None	None
Minimum Lot Width	None	None
Minimum Floor Area	None	None
Minimum Front Yard	60' ft. (Major Thoroughfares)	60' Along FM 2499; 40' w/o Parking
Minimum Side Yard	None	None
Minimum Rear Yard	None	None
Maximum Lot Coverage	50%	60% average -- non Residential
Max Height (stories/ft.)	10/120 ft.	95% average -- Residential
Maximum Floor: Area Ratio	1:1	1:1 (throughout Silveron Park)

Building Summary					Parking Summary			Height Summary	
Bldg	Square Feet (SF)	Use	Units	# of Stories	Parking Ratio (per SF or unit)	Required Parking	Surface Parking Provided	Garage Spaces Provided	PEAK HEIGHT*
1	24,000	Medical Office	0	2	200	120	169	0	40'0"
2	7,000	Retail	0	1	250	28	241	0	32'0"
	8,000	Restaurant	0		75	107			
	4,780	Restaurant Patios			75	64			
3	7,000	Retail	0	1	250	28	146	0	32'0"
	8,000	Restaurant	0		75	107			
	3,600	Restaurant Patios			75	48			
4	2,500	Restaurant	0	1	75	34	106	0	25'0"
5	2,500	Restaurant	0	1	75	34			25'0"
6	2,500	Restaurant	0	1	75	34			25'0"
7*#	80,900	Office	0	4	250	324		TBD	71'0"
8#	45,000	Office	0	2	250	180	348	TBD	35'6"
9#	90,000	Office	0	4	250	360			71'0"
10	281,400	Parking Structure	0	5	1.5	0			66'0"
11	93,100	Office	0	4	250	373	123	0	71'0"
12#	60,000	Office	0	4	250	240			68'6"
13	80,300	Office	0	4	250	322			68'6"
14	51,900	Office	0	4	250	208	242	0	71'0"
15	98,000	Multifamily	90	4	2	180			60'0"
16	35,600	Multifamily	44	4	2	88			60'0"
17	105,200	Multifamily	66	4	2	132	146	10	58'5"
Totals	1,091,280		200			3,011	1521	899	51'4"
							2420		

MASTER PLAN FEATURES	
Land Use Plan	Lakeside Business District
Specific Plan	None
Urban Design Plan	Lakeside Business District
Parks and Trail	None
Thoroughfare Plan	FM 2499 -- Major Arterial
Water Plan	Lakeside Business District
Wastewater Plan	Lakeside Business District

OWNER/DEVELOPER
TREZ CAPITAL
6055 KELLER SPRINGS ROAD, STE. 500
ADDISON, TEXAS 75051
Ph. 972-644-2400
Contact: MR. TOM FIELD

SILVERON PARK
in the
49.77 Gross (48.115 Net) Acres
J. TANNEHILL SURVEY, ABSTRACT NO. 252
TOWN OF FLOWER MOUND
J. KNIGHT SURVEY, ABSTRACT NO. 692
TARRANT COUNTY, TEXAS

OVERALL CONCEPT PLAN

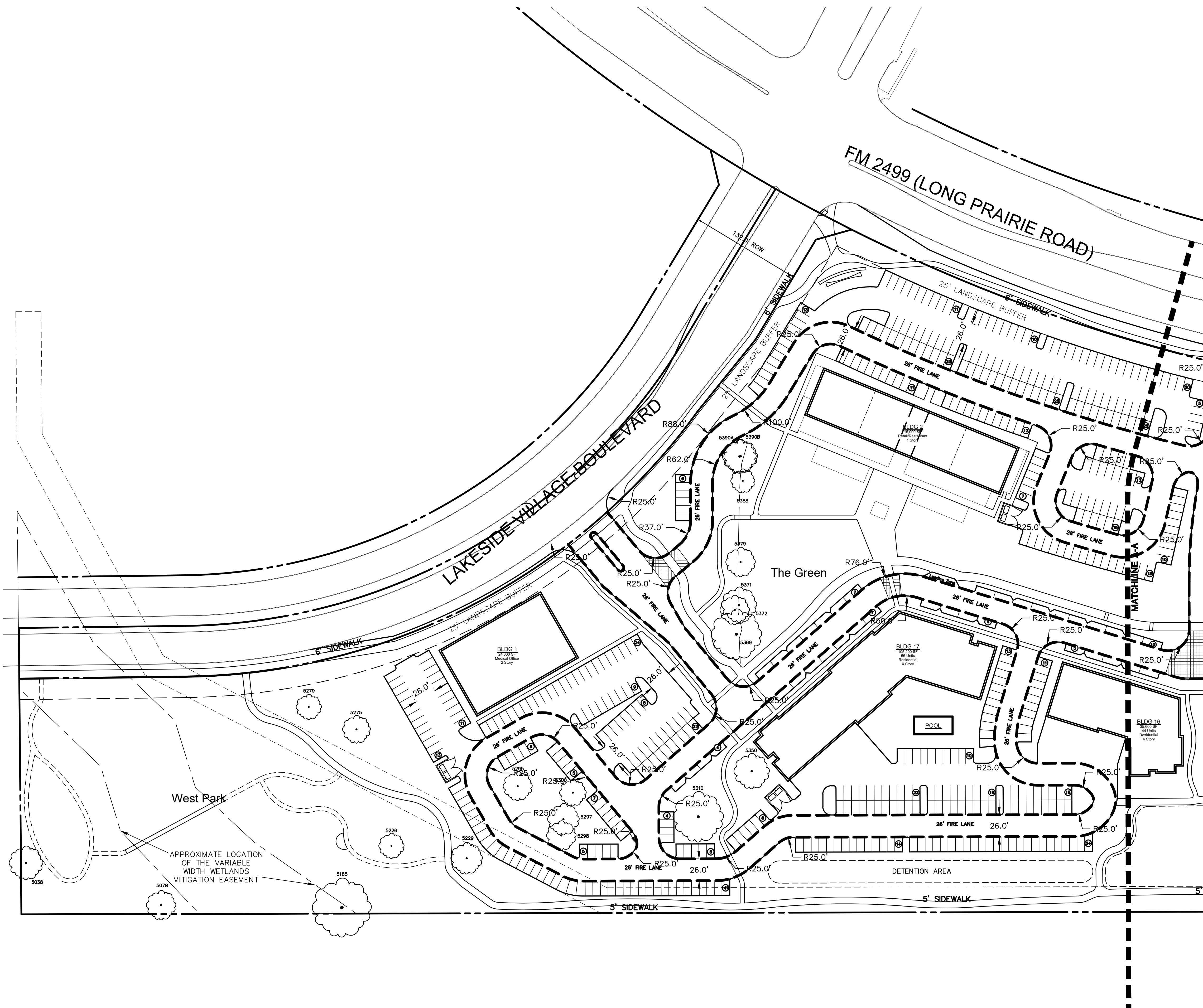
PRELIMINARY PLANS

THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES. THE JOHN R. MCADAMS COMPANY, INC. TBPE: 19762 ROBERT JOHN DOLLAK, JR., P.E. #36898 DATE 1/6/2022

Drawn By: SM
Date: 12/26/2018
Scale: 1"=150'
Revisions:
02/26/2019 05/15/2019
07/26/2019 09/12/2019
10/18/2019
04/30/2020
06/26/2020
04/27/2021
10/01/2021
11/18/2021

18257

CP1



GENERAL NOTES

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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
TPE: 19762, TBPLS: 10194440
www.mcadamsco.com



SILVERON PARK
49.77 Gross (48.115 Net) Acres
in the
J. TANNEHILL SURVEY, ABSTRACT NO. 252
TOWN OF FLOWER MOUND
J. KNIGHT SURVEY, ABSTRACT NO. 692
TARRANT COUNTY, TEXAS

CONCEPT PLAN WEST

PRELIMINARY PLANS

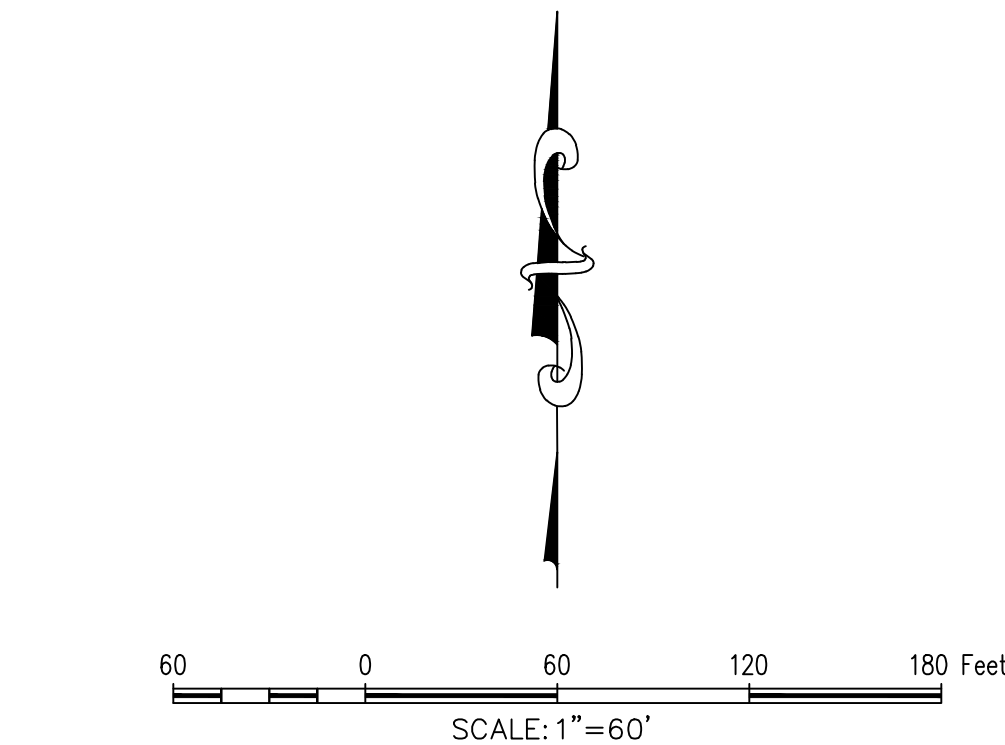
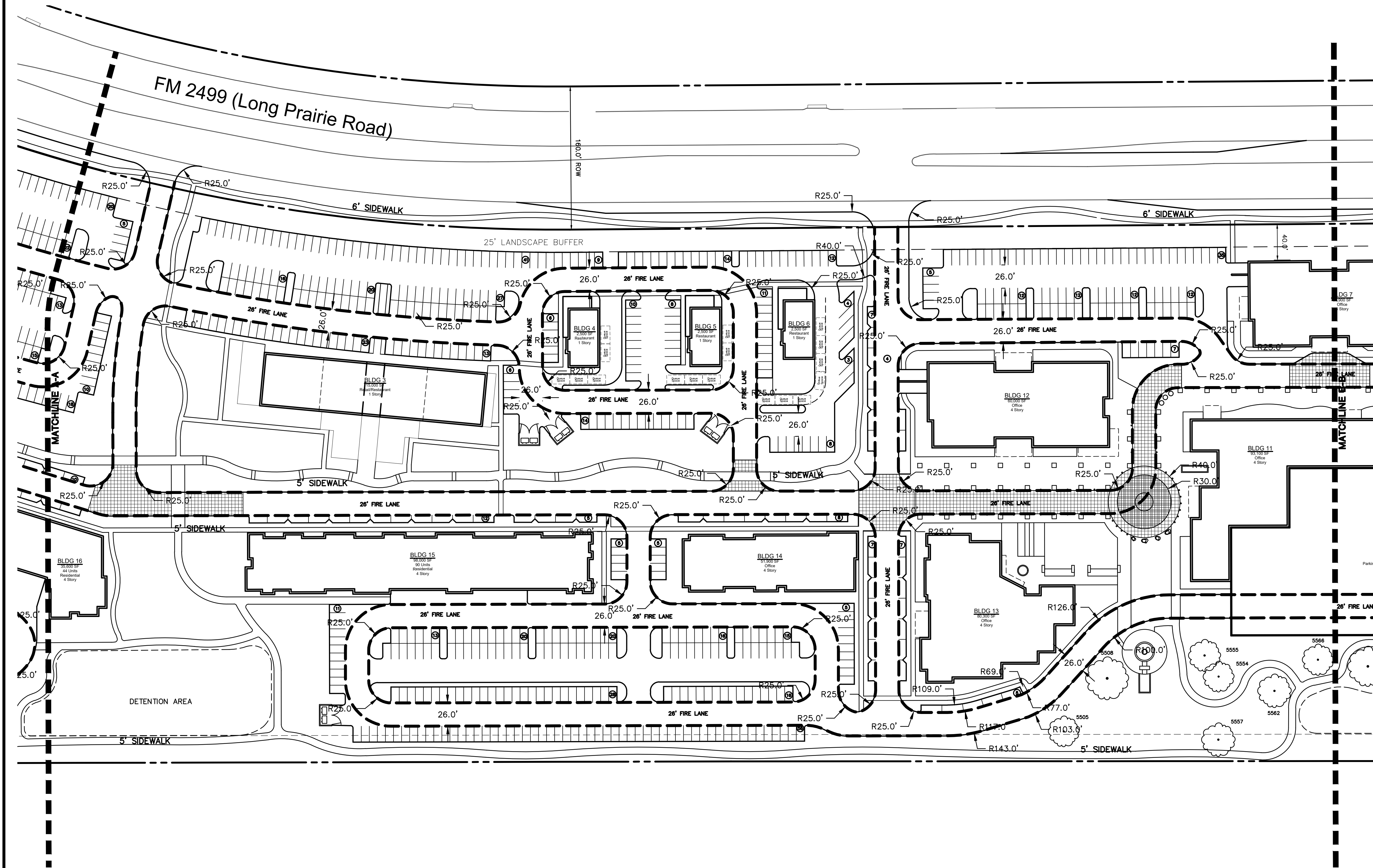
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Drawn By:	SM
Date:	12/26/2018
Scale:	1"=60'
Revisions:	
02/26/2019	05/15/2019
07/26/2019	09/12/2019
10/18/2019	
04/30/2020	
06/28/2020	
04/27/2021	
10/01/2021	
11/18/2021	

18257

OWNER/DEVELOPER
TREZ CAPITAL
6055 KELLER SPRINGS ROAD, STE. 500
ADDISON, TEXAS 75051
Ph. 972-644-2400
Contact: MR. TOM FIELD

CP2



- 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 WALLS 4' AND ABOVE (INCLUDING FOOTING) REQUIRE A SEPARATE PERMIT.
 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 IN WHICH IT SERVES.
 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 IN WHICH IT SERVES.
 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. ALL PERPENDICULAR OR ANGLED PARKING SPACES ARE TO BE 9' X 17.5'; ALL PARALLEL PARKING SPACES TO BE 8' X 20'



MCADAMS

The John R. McAdams Company, Inc.
111 Hillside Drive
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201 Country View Drive
Rockwall, Texas 75087
940.240.1012
TBPE: 19762 TBPLS: 10194440
www.mcadamsco.com

SILVERON PARK

49.77 Gross (48.115 Net) Acres

J. TANNEHILL SURVEY, ABSTRACT NO. 252
TOWN OF FLOWER MOUND
J. KNIGHT SURVEY, ABSTRACT NO. 692
TARRANT COUNTY, TEXAS

CONCEPT PLAN CENTRAL

PRELIMINARY PLANS

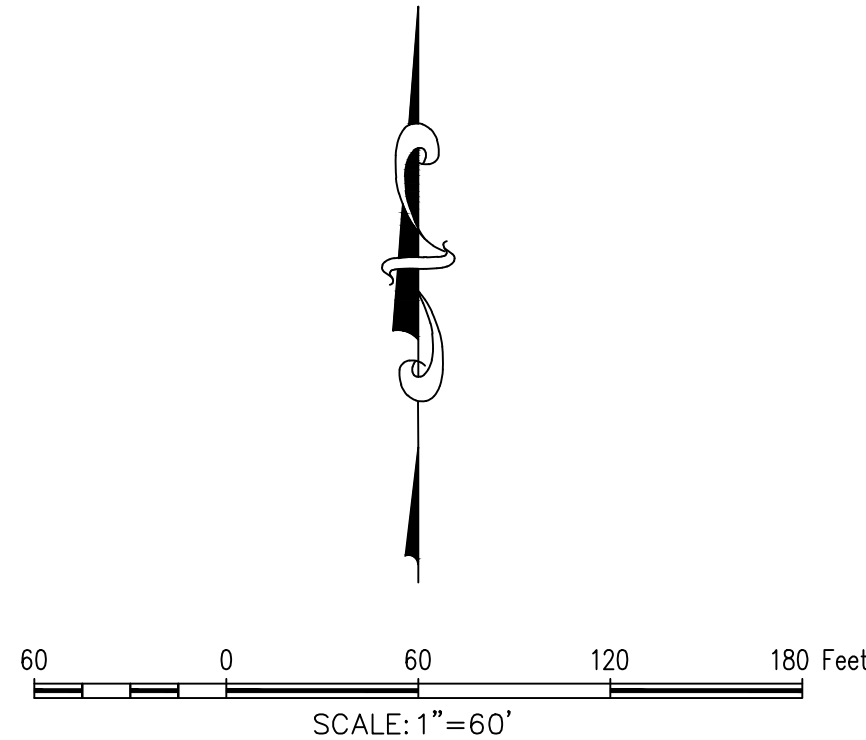
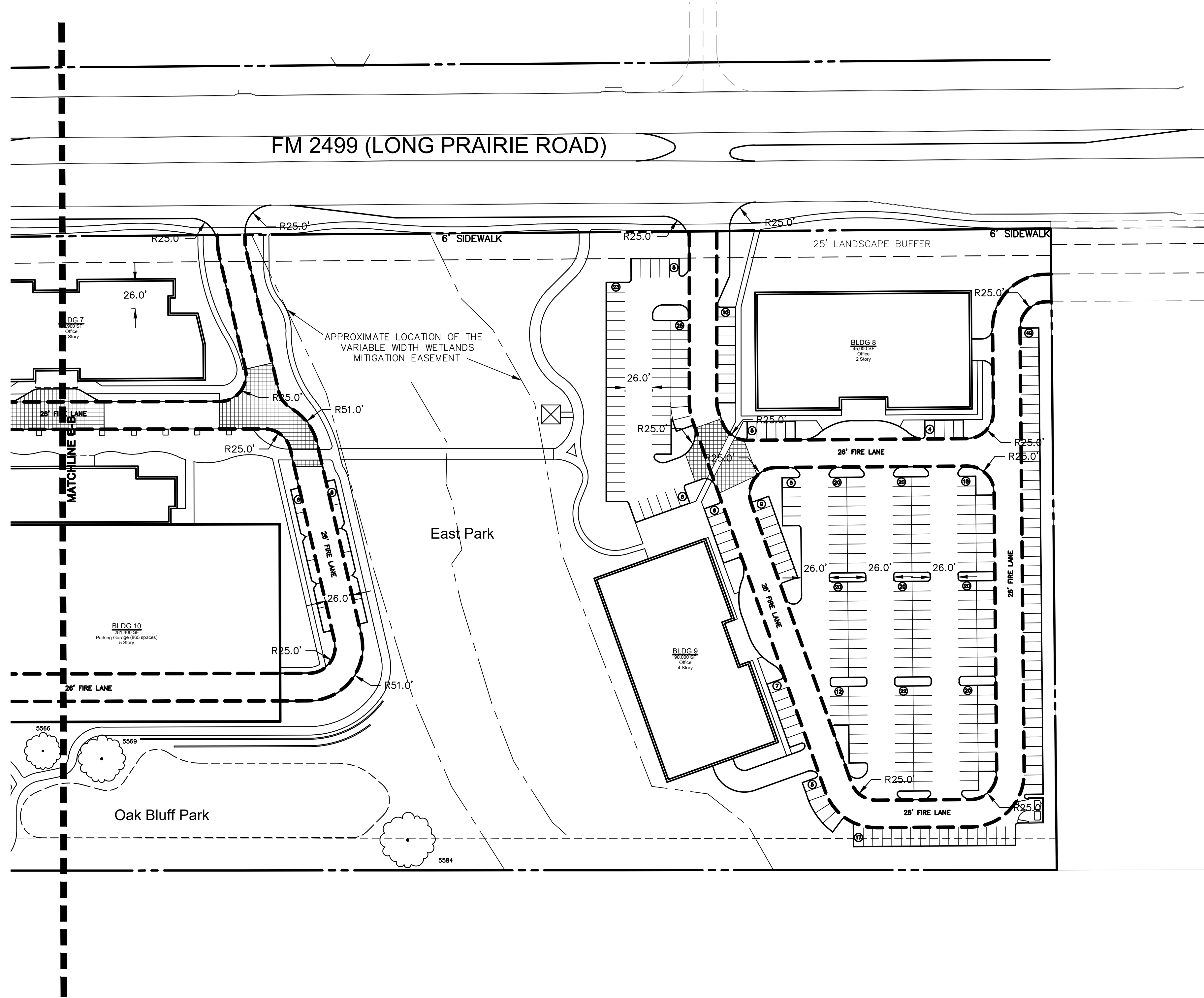
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OWNER/DEVELOPER
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Ph. 972-644-2400
Contact: MR. TOM FIELD

CP3



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TPE: 19762 TPELS: 1018440
www.mcadamsco.com



SILVERON PARK
49.77 Gross (48.115 Net) Acres
in the
J. TANNERHILL SURVEY, ABSTRACT NO. 252
TOWN OF FLOWER MOUND
J. KNIGHT SURVEY, ABSTRACT NO. 692
TARRANT COUNTY, TEXAS

CONCEPT PLAN EAST

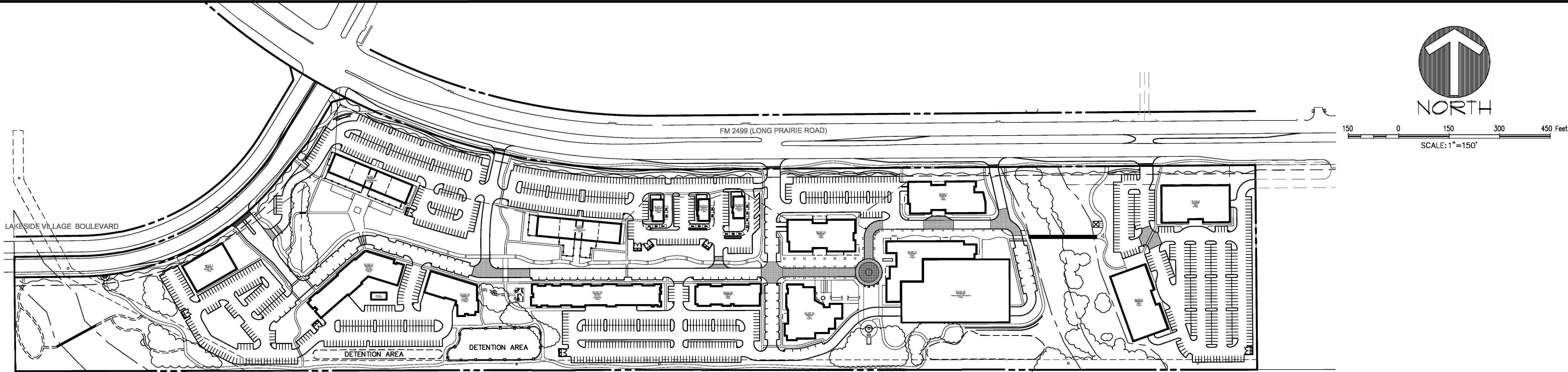
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11/18/2021	

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CP4

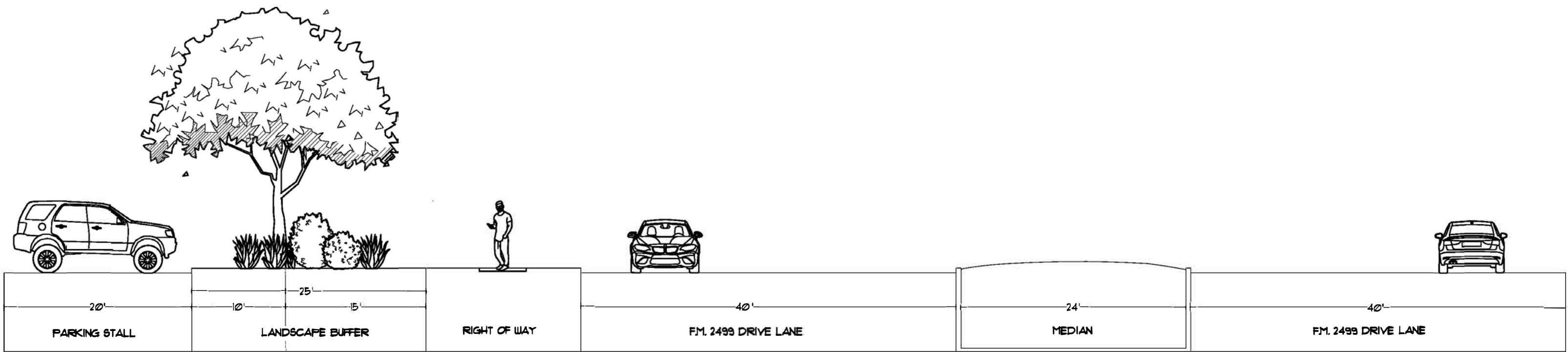
OWNER/DEVELOPER
TREZ CAPITAL
6055 KELLER SPRINGS ROAD, STE. 500
ADDISON, TEXAS 75051
Ph. 972-644-2400
Contact: MR. TOM FIELD



PLANT LEGEND

	(LO) LIVE OAK <i>Quercus virginiana</i>		(LLM) LITTLE LEAF MAGNOLIA <i>Magnolia grandiflora</i>
	(CLO) CATHEDRAL LIVE OAK <i>Quercus virginiana 'SOLAR'</i>		(JBP) JAPANESE BLACK PINE <i>Pinus thunbergii</i>
	(BO) BUR OAK <i>Quercus macrocarpa</i>		(CM) CRAPMEYRTLE <i>Lagerstroemia indica</i>
	(RO) RED OAK <i>Quercus shumardii</i>		(PH) POSSUMHAW HOLLY <i>Ilex decidua</i>
	(CO) CHINQUAPIN OAK <i>Quercus marilandica</i>		(RB) RIVER BIRCH <i>Betula nigra 'Dorchester'</i>
	(LE) LACERB ELM <i>Ulmus parvifolia</i>		(NRS) NELLIE R. STEVENS <i>Ilex x Nellie R. Stevens</i>
	(CE) CEDAR ELM <i>Ulmus crinitifolia</i>		(DTS) DWARF TEXAS SAGE <i>Leucophyllum frutescens 'Bartlett'</i>
	(BC) BALD CYPRESS <i>Taxodium distichum</i>		(DWM) DWARF WAX MYRTLE <i>Myrica pauciflora</i>
	(CM) CADDO MAPLE <i>Acer rubrum 'October Glory'</i>		(AMS) ADAGIO MAIDEN GRASS <i>Phacelia strobilata 'Adagio'</i>
	(PC) POND CYPRESS <i>Taxodium ascendens</i>		(EGA) EDWARD GOUCHER ABELIA <i>Abelia x Edward Goucher</i>
	DETENTION LAWN TREE		(DBH) DWARF BURFORD HOLLY <i>Ilex cornuta 'Dwarf Burford'</i>
			(DGA) DWARF GOLDEN ARBORVITAE <i>Thuja orientalis 'Variegata'</i>
			BERMUDA GRASS
			ENHANCED LANDSCAPE
			ENHANCED PAVEMENT TYPE 'A'
			ENHANCED PAVEMENT TYPE 'B'
			NATURAL AREA

LANDSCAPE REQUIREMENT COMPLIANCE TOWN OF FLOWER MOUND Silveron Park			
STREET BUFFER LANDSCAPING			
STANDARD		REQUIRED BUFFER WIDTH	PROVIDED
LONG PRAIRIE ROAD		25 ft.	15-25 ft.
LAKESIDE VILLAGE		15 ft.	15 ft.
STREET BUFFER TREES			
STANDARD	STREET FRONTAGE (LINEAR FEET)	REQUIRED	PROVIDED
1 per 30 L.F.	Long Prairie - 2,669 L.F.	89 trees (5" cal.)	79 trees (5" cal.) 30 ornamentals = 10 canopy trees
1 per 30 L.F.	Lakeside Village - 1,134 L.F.	38 trees (5" cal.)	38 trees (5" cal.)
STREET YARD TREES			
STANDARD	TOTAL STREET YARD (SQUARE FEET)	REQUIRED	PROVIDED
Above 110,000 s.f. = 50 + 1 tree for every 5,000 s.f. after 110,000 s.f.	268,959 s.f. of Long Prairie Rd.	82 trees (5" cal.)	105 trees (5" cal.) 62 ornamentals trees (includes buffer trees)
Between 10,000-110,000 s.f. = 10 + 1 tree for every 2,500 s.f. after 10,000 s.f.	34,598 s.f. of Lakeside Village	20 trees (5" cal.)	23 trees (5" cal.) 2 specimen trees (includes buffer trees)
PARKING AREA LANDSCAPING			
STANDARD	# OF PARK SPACES	REQUIRED	PROVIDED
90 s.f. per 12 spaces	2,420 parking spaces	18,150 s.f.	232,108 s.f.
PARKING AREA TREES			
STANDARD	# OF PARK SPACES	REQUIRED	PROVIDED
Parking spaces to be located within a 50 ft. avg. of parking lot tree.			Every parking lot tree h within 50 ft. radius
PARKING AREA SCREENING			
STANDARD		landscape berm or screening shrubs	PROVIDED
All head parking to be screened from street view		3' ht. screen	screening shrubs (3' ht.)



1. LANDSCAPE BUFFER SECTION
1"=10'

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TARRANT COUNTY, TEXAS

EXHIBIT D-
CONCEPT LANDSCAPE
PLAN

PRELIMINARY PLANS
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JAMESON PINSON LANDSCAPE ARCHITECTS, P.C.
DATED 11/19/2021

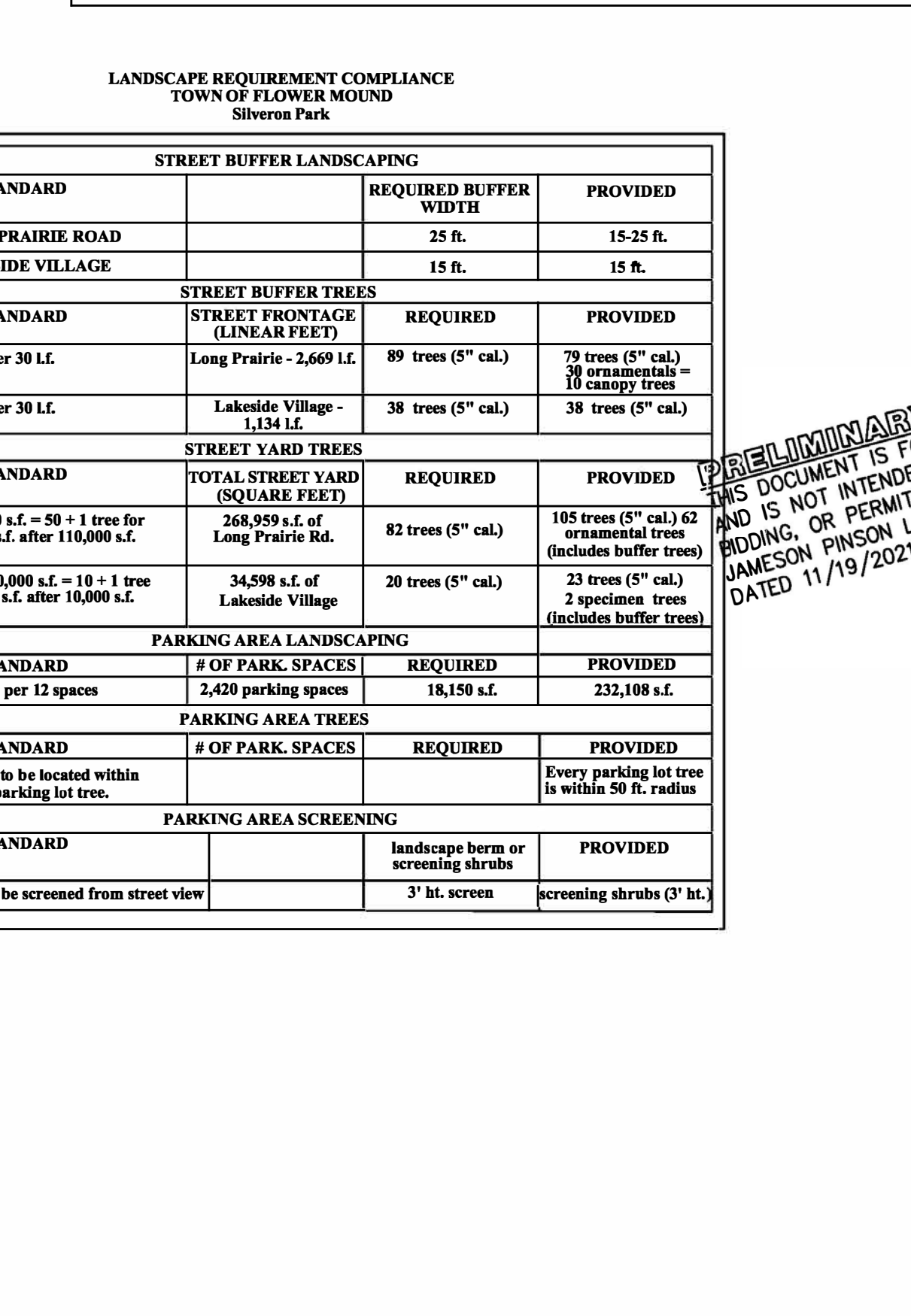
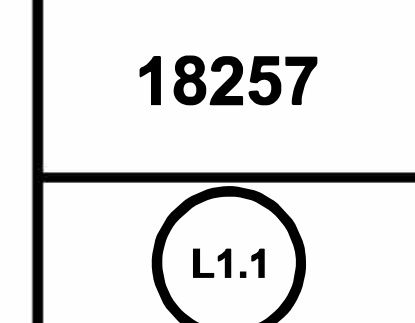


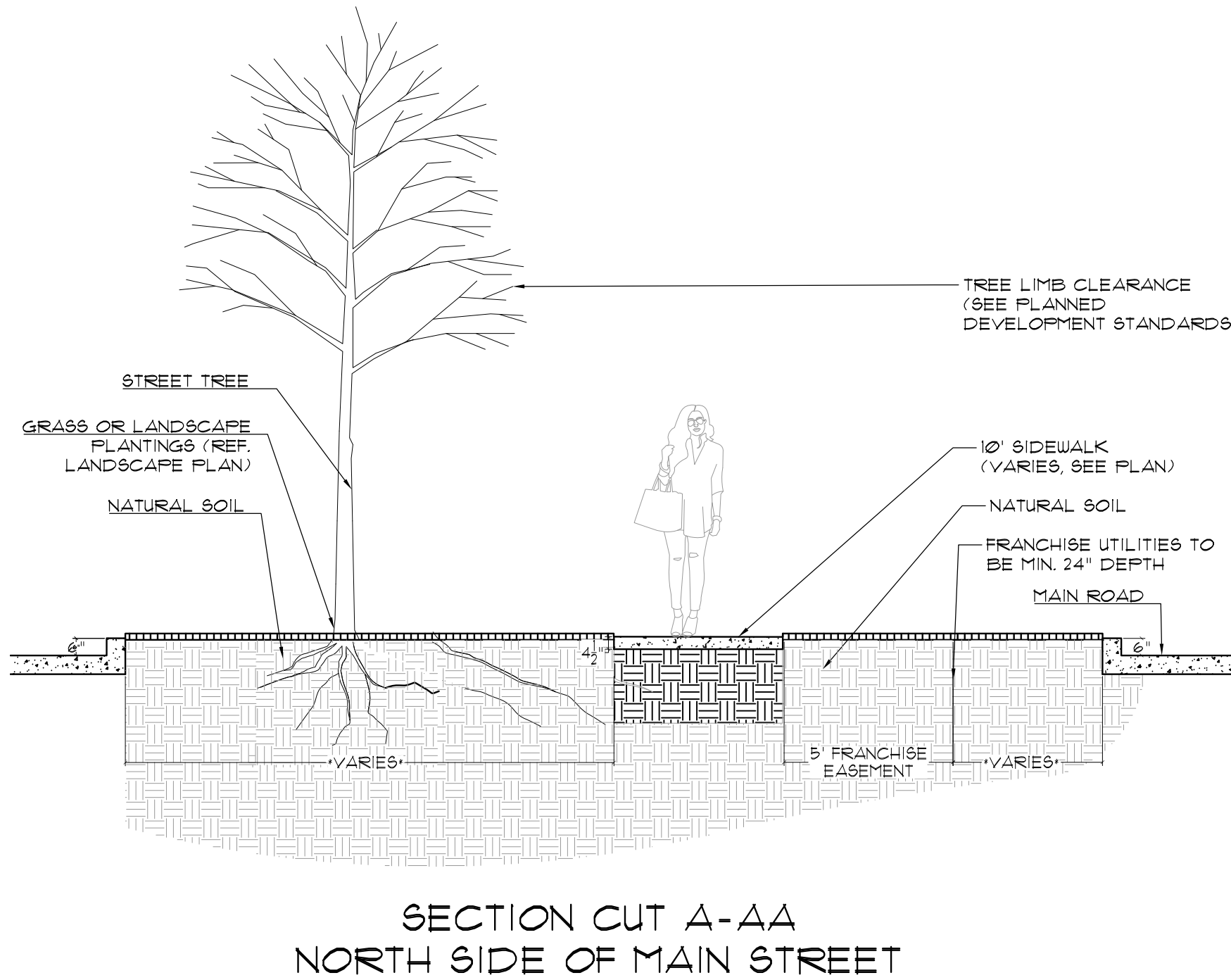
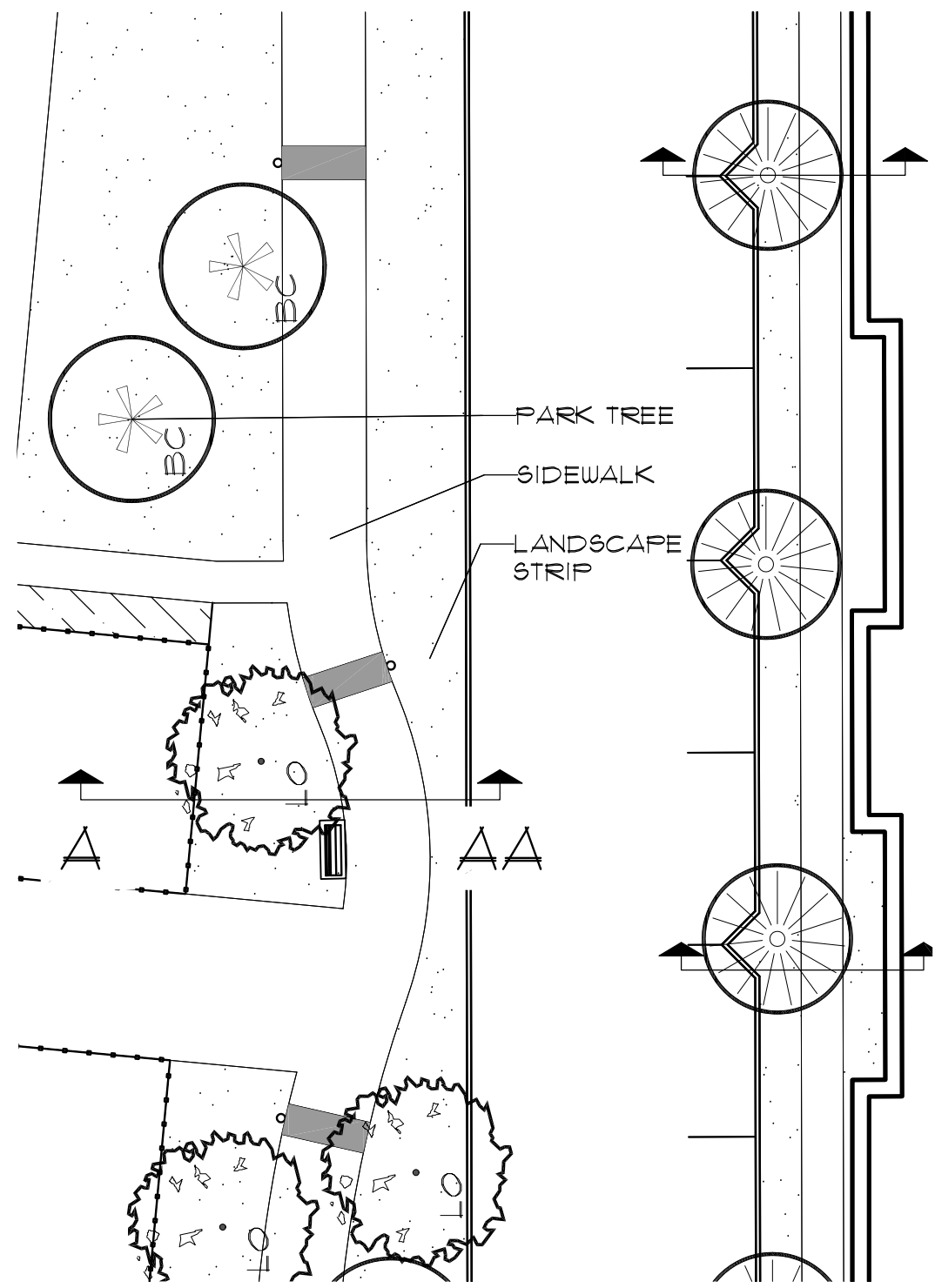
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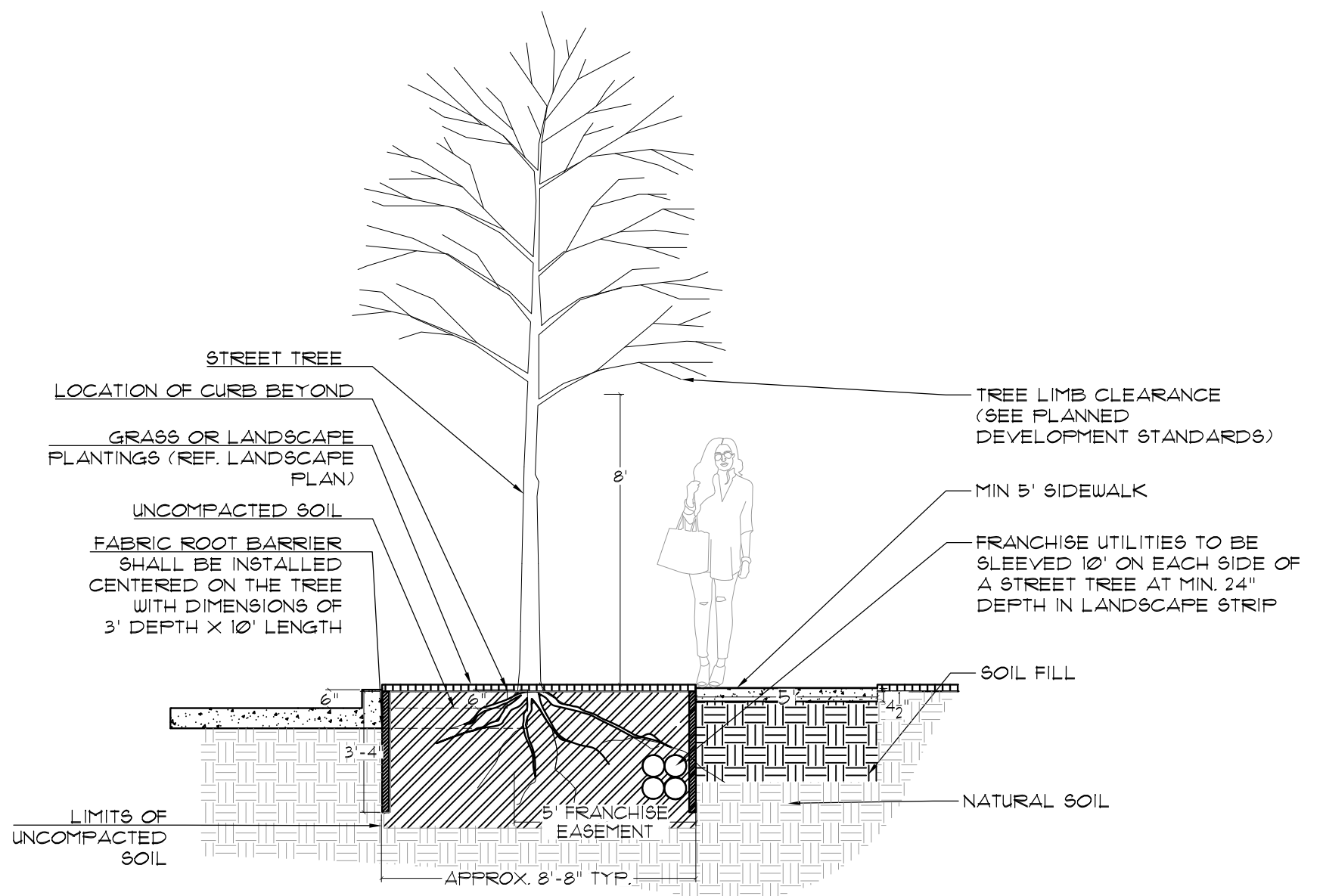
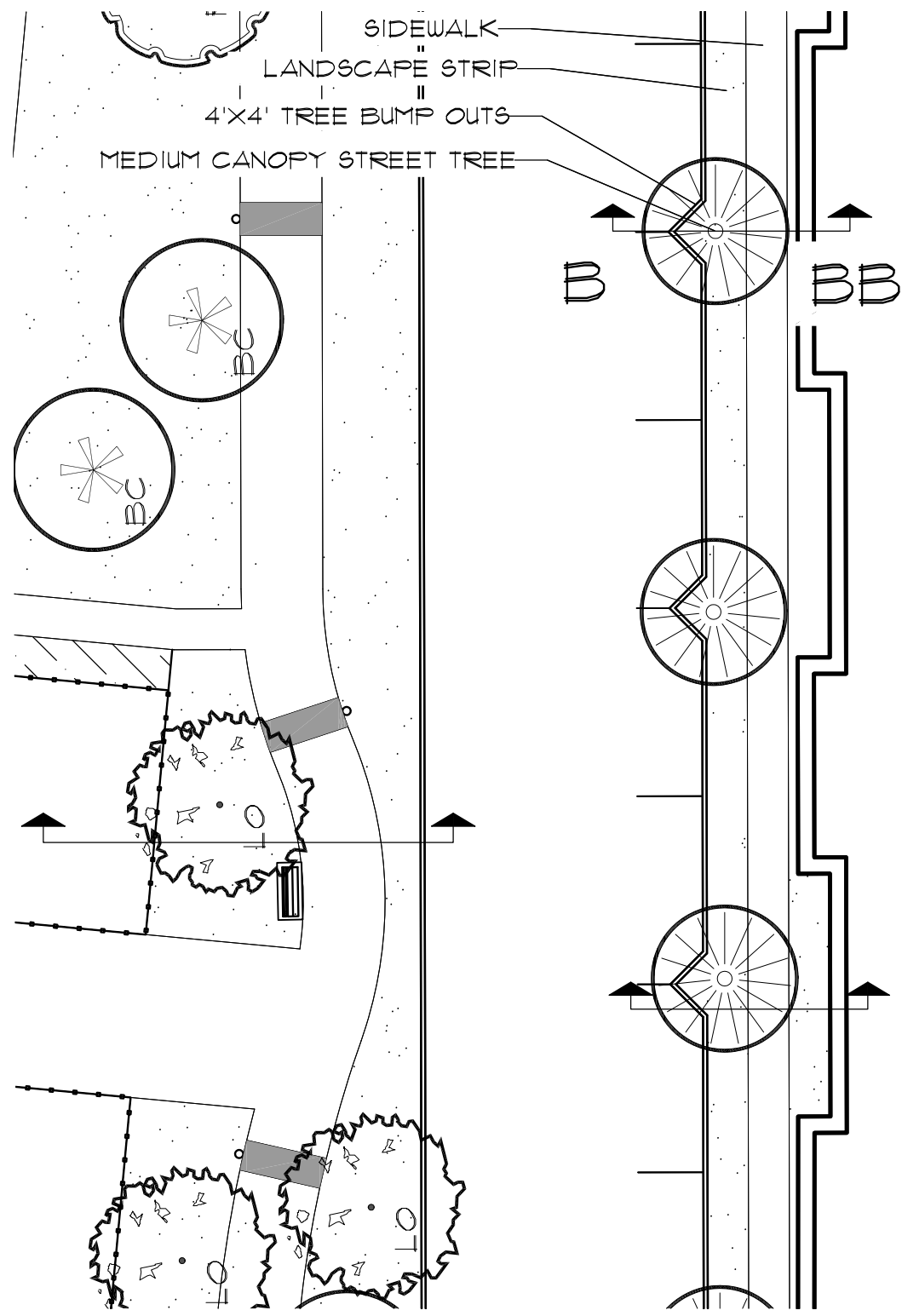
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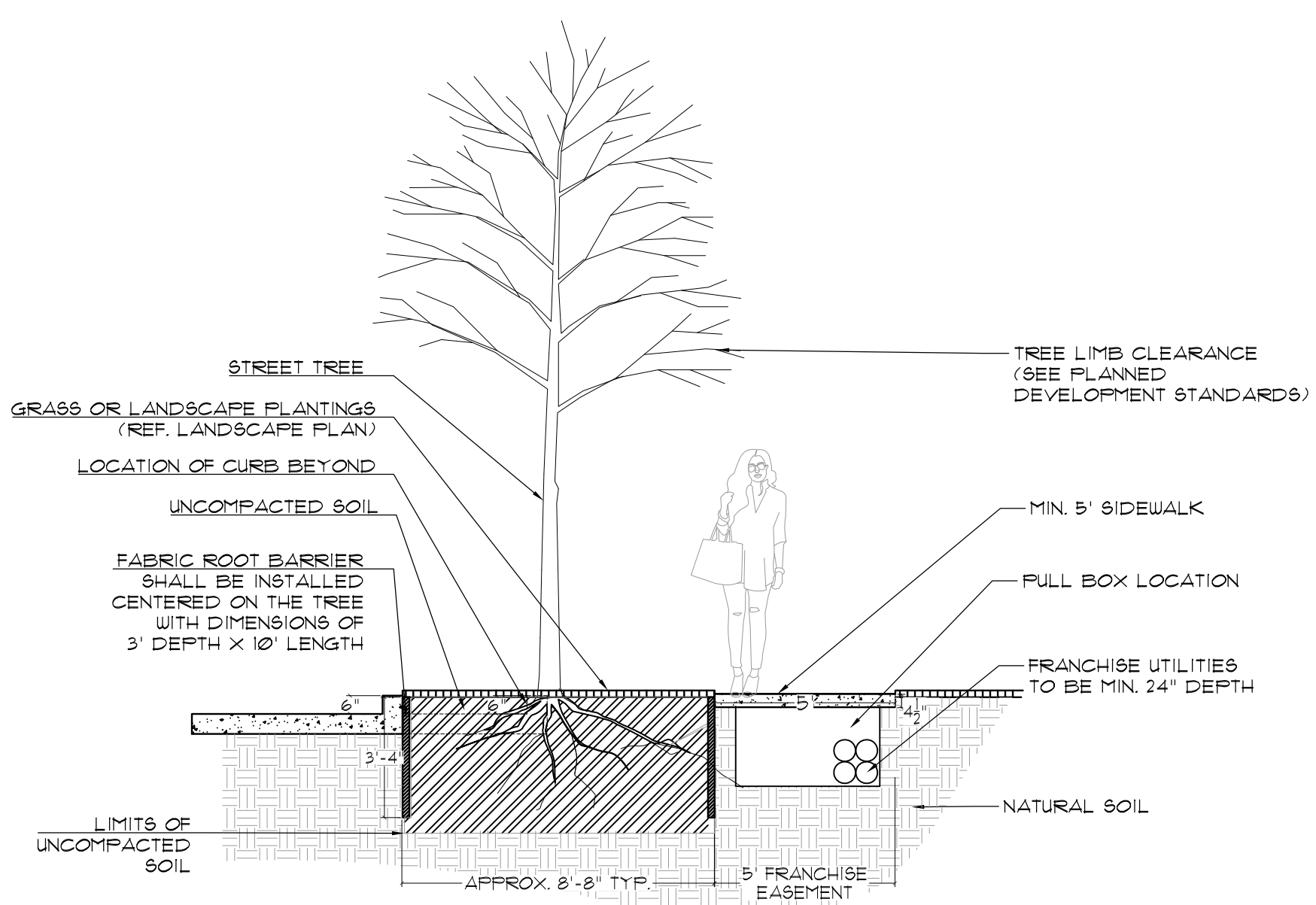
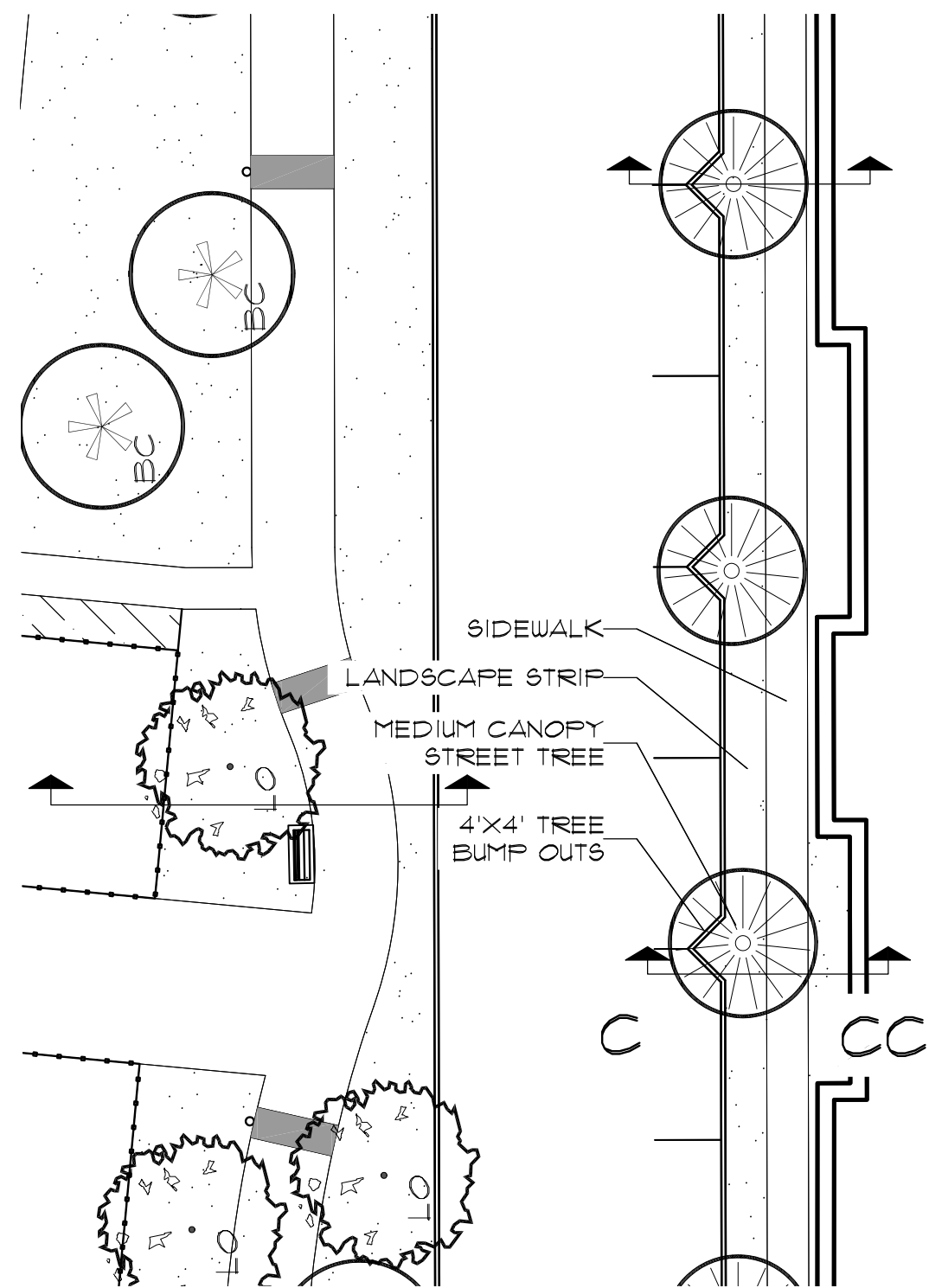
SECTION CUT A-AA
NORTH SIDE OF MAIN STREET

1. STREET TREE AND UTILITIES DETAIL
1"=10'



SECTION CUT B-BB
IN LANDSCAPE STRIP

2. STREET TREE AND UTILITIES DETAIL
1"=10'



SECTION CUT C-CC
UNDER SIDEWALK

3. STREET TREE AND UTILITIES DETAIL
1"=10'

LANDSCAPE NOTES:
Town of Flower Mound

1. Plant material shall be measured and sized according to the latest edition of the Texas Nursery and Landscape Association (TNLA) grades and standards.
2. All plant beds shall be top-dressed with a minimum of 3 inches of hardwood or other mulch.
3. Trees shall be planted at least 4 feet from utility line, curb, walk, fire connection, and outside all utility easements.
4. Trees overhanging walks and parking shall have a minimum clear trunk height of 7 ft.
5. A visibility triangle must 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.
6. 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.
7. 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.
8. Before construction, landscape contractor and general contractor shall verify and locate all existing utilities in areas of excavation.
9. Please refer to all landscape and irrigation specifications.
10. All landscape beds and turf areas to be separated with edging.
11. All landscape beds to be 6" below finished floor.
12. All hydromulch 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.
13. 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.
14. 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.
15. 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.

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**EXHIBIT D-
CONCEPT LANDSCAPE
PLAN**

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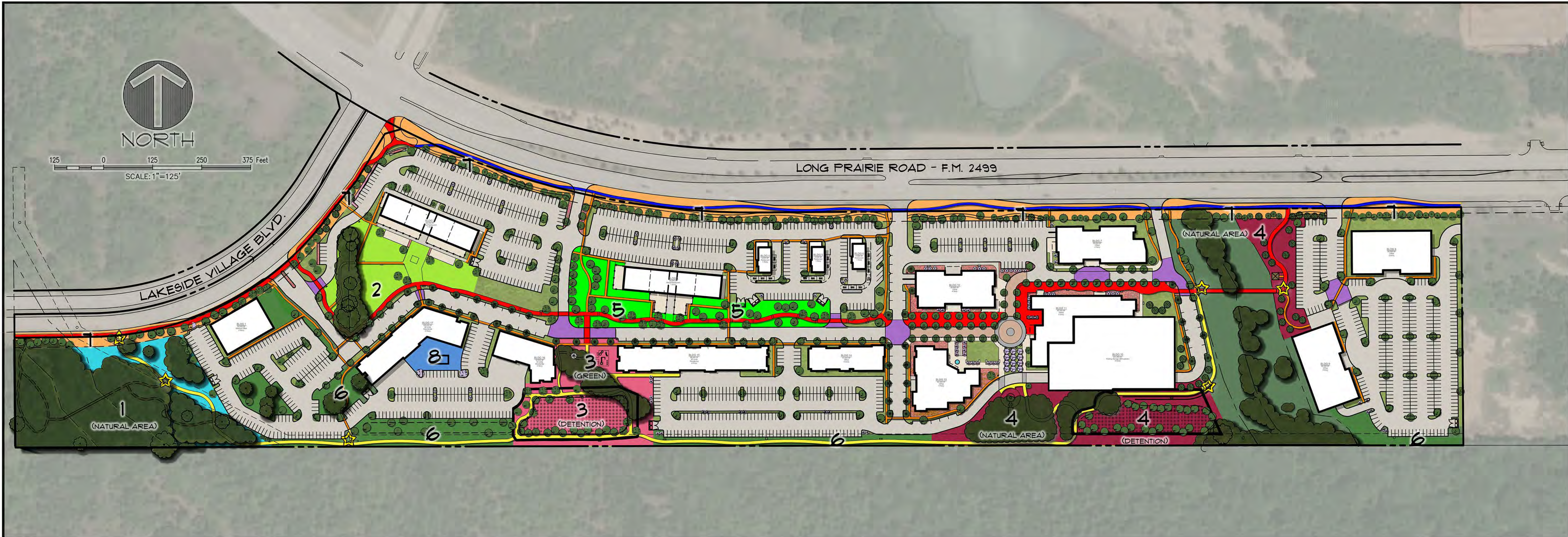


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SILVERON PARK



LEGEND

1

THE WEST PARK
*NATURAL AREA

3.203 ACRES

2

THE GREEN
*GREEN

1.233 ACRES

3

CENTRAL PARK
*GREEN = 0.856 AC
*DETENTION = 0.911 AC

1.761 ACRES

4

OAK BLUFF PARK
*NATURAL AREA = 1.007 AC
*DETENTION = 1.192 AC
*NATURAL AREA (EAST) = 0.603 AC

2.802 ACRES

5

SILVERON PARK
*GENERAL OPEN SPACE

1.347 ACRES

6

ADDITIONAL OPEN SPACE

5.968 ACRES

7

PERIMETER CIRCULATION
AND LANDSCAPE

3.776 ACRES

8

PRIVATE PARK
*PLAZA

0.207 ACRES

5FT PATHWAY

6FT PATHWAY

8FT TRAIL

10FT PATHWAY

ENHANCED PAVEMENT CROSSWALK

NATURE TRAIL

TRAIL SIGNAGE

DETENTION AREA

TOTAL OPEN SPACE ACREAGE FOR CREDITS: 10.352 ACRES

SILVERON PARK DEVELOPMENT STANDARDS		1	2	3	4	5	7	8
PARK NAME	Additional Open Space	West Park	The Green	Central Park	Oak Bluff Park	Silveron Park	Perimeter Sidewalks	Private
APPROXIMATE AREA	5.968 ACRES	3.203 ACRES	1.233 ACRES	1.767 ACRES	2.802 ACRES	1.347 ACRES	3.776 ACRES	0.207 ACRES
PARK TYPE	N/A	NATURAL AREA	GREEN	GREEN (0.856 AC); DETENTION (0.911 AC)	NATURAL AREA (1.007 AC); DETENTION (1.192 AC); NATURAL AREA (0.603 AC)	GENERAL OPEN SPACE	GREEN	PLAZA
TRAIL CONNECTION	YES	YES	YES	YES	YES	YES	YES	N/A
STRUCTURES								
SHADED SEATING (MIN. 200 S.F.)	O	X	X	X	X	X		X
POOL								O
OVERLOOK DECK		X						
PLAY AREA	O	O	X	X	O	O		O
HARDSCAPE (TRAILS NOT INCLUDED)								
PEDESTRIAN BRIDGE	O	X	O		X		O	
ENHANCED PAVEMENT	O	X	X	O	O	X	O	X
LANDSCAPE								
ENHANCED LANDSCAPE	O	X	X	X	X	O	X	X
MULTI-PURPOSE LAWNS	O		X	X	X		O	O
CANOPY TREES	O	O	X	X	X	X	X	O
ORNAMENTAL TREES	O	O	O	O	O	O	X	O
IRRIGATION	X	X	X	X	X	X	X	X
SITE FURNISHINGS								
BENCHES	O	X	X	X	X	X		O
TABLES AND CHAIRS	O	O	X	X	X	X		O
TRASH RECEPTACLES	O	X	X	X	X	X		O
BIKE RACK	O	O	X	X	O	O		O
PET WASTE STATIONS	O	O		X	O			O
LIGHTING								
TRAIL BOLLARD LIGHTING (50' O.C. TYP.)	O	X	X	X	X	X		
SIGNAGE								
INFORMATIONAL SIGNAGE	O	X	O	O	X	O		
WAYFINDING	O	X	O	O	O	O		
TRAIL MARKERS	O	X	O	O	X	O		

X = Required

O = Optional

*PARK CATEGORIES ARE INTENDED TO BE IN AGREEANCE WITH TOWN OF FLOWER MOUND'S ORDINANCE NO. 13-19.

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MCADAMS

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EXHIBIT E-
PEDESTRIAN CIRCULATION
AND
OPEN SPACE PLAN

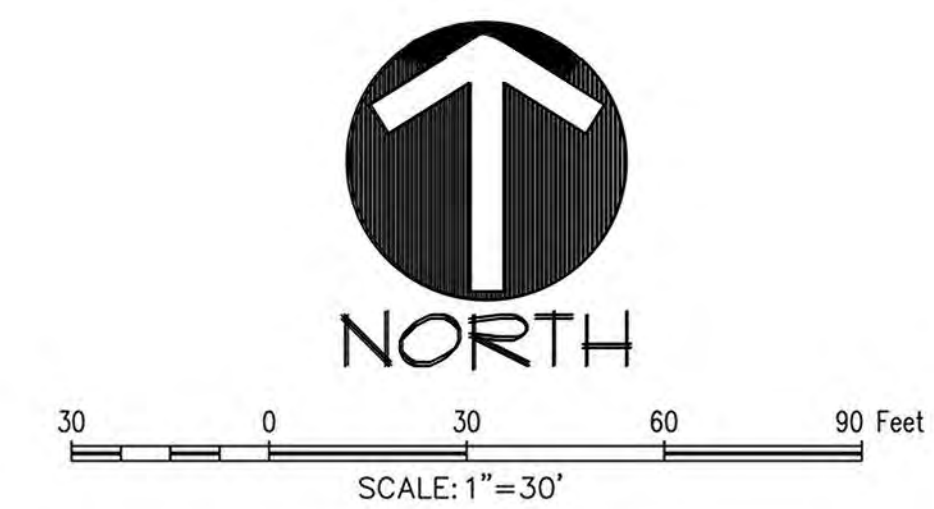
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Scale: 1"=125'
Revisions:

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OWNER/DEVELOPER
TREZ CAPITAL
5055 KELLER SPRINGS ROAD, STE. 500
ADDISON, TEXAS 75061
Ph. 972-644-2400
Contact: MR. TOM FIELD

OSP

SILVERON PARK



*THE "12% OR GREATER" SLOPE AREA IS APPROXIMATELY 36% OF THE 3.203 ACRE PARK.

*THE PERCENTAGE OF THE SITE NOT IN THE "12% OR GREATER" SLOPE AREA IS APPROXIMATELY 64% OF THE 3.203 ACRE PARK.



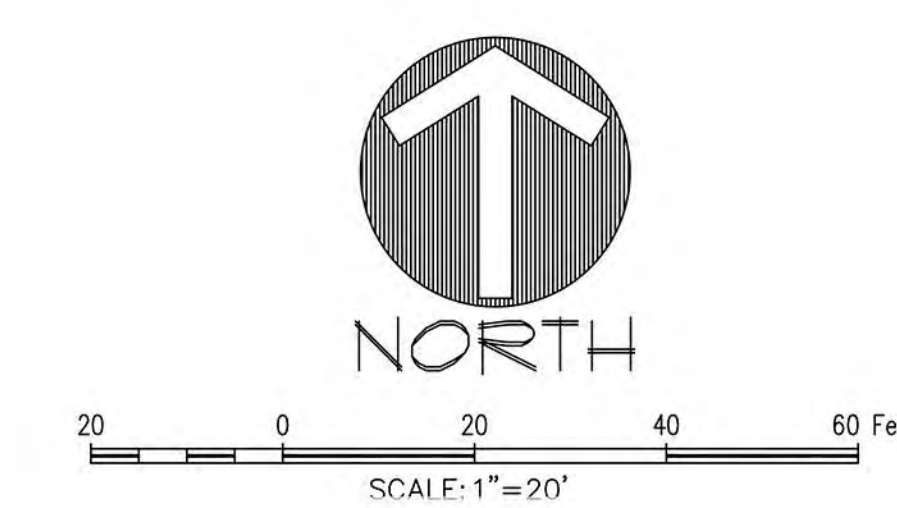
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EXHIBIT H- WEST PARK

Drawn By: --
Date: 10/1/2021
Scale: 1"=40'
Revisions:

18257

1



McADAMS

EXHIBIT H- THE GREEN

18257



CROSSWALK BOLLARD
ENHANCED PAVEMENT
STREET TREES
PATIO SEATING

BENCH
BOLLARD LIGHTING
PROPOSED 10' SIDEWALK
TRASH RECEPTACLE
LANDSCAPE BEDS

FILE: Z:\2018\18257\Drawings\Drawings\18257 LANDSCAPE PLAN
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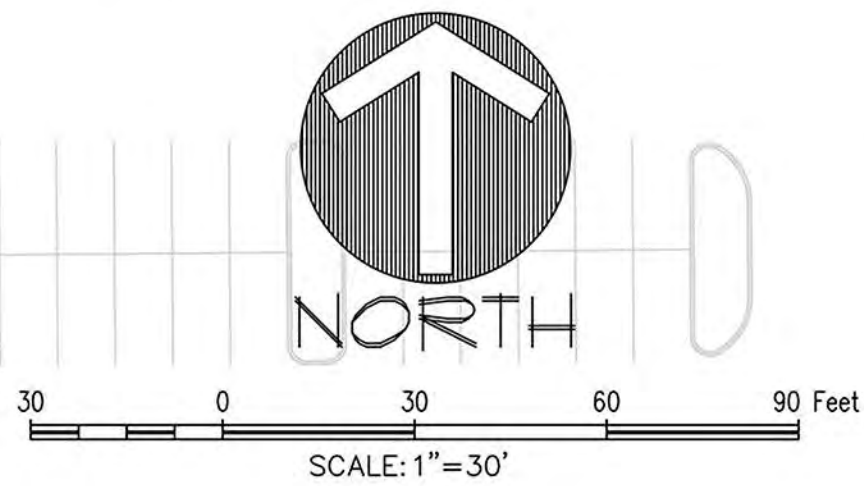
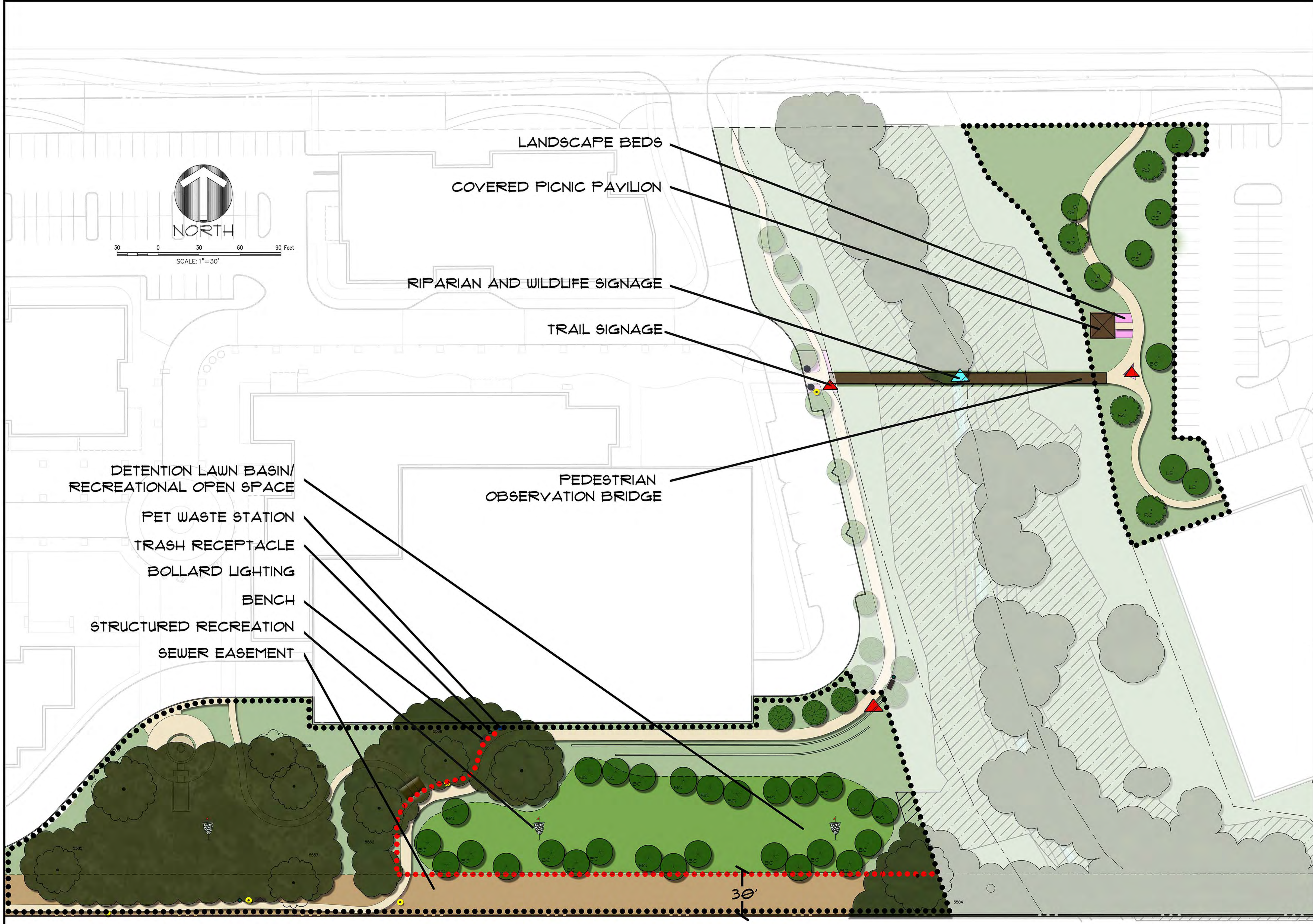
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In the
J. TANNERHILL SURVEY, ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
J. KNIGHT SURVEY, ABSTRACT NO. 692
TARRANT COUNTY, TEXAS

EXHIBIT H-
SILVERON PARK

Drawn By: --
Date: 11/19/2021
Scale: 1"=40'
Revisions:



The John R. McAdams Company, Inc.
(DBA, G&A McAdams)
111 Hillside Drive
Lewisville, Texas 75057
972.436.9712
201 Country View Drive
Round Rock, Texas 76662
TSP#: 8792 TSP#: 10194440
www.mcadamsco.com

MCADAMS

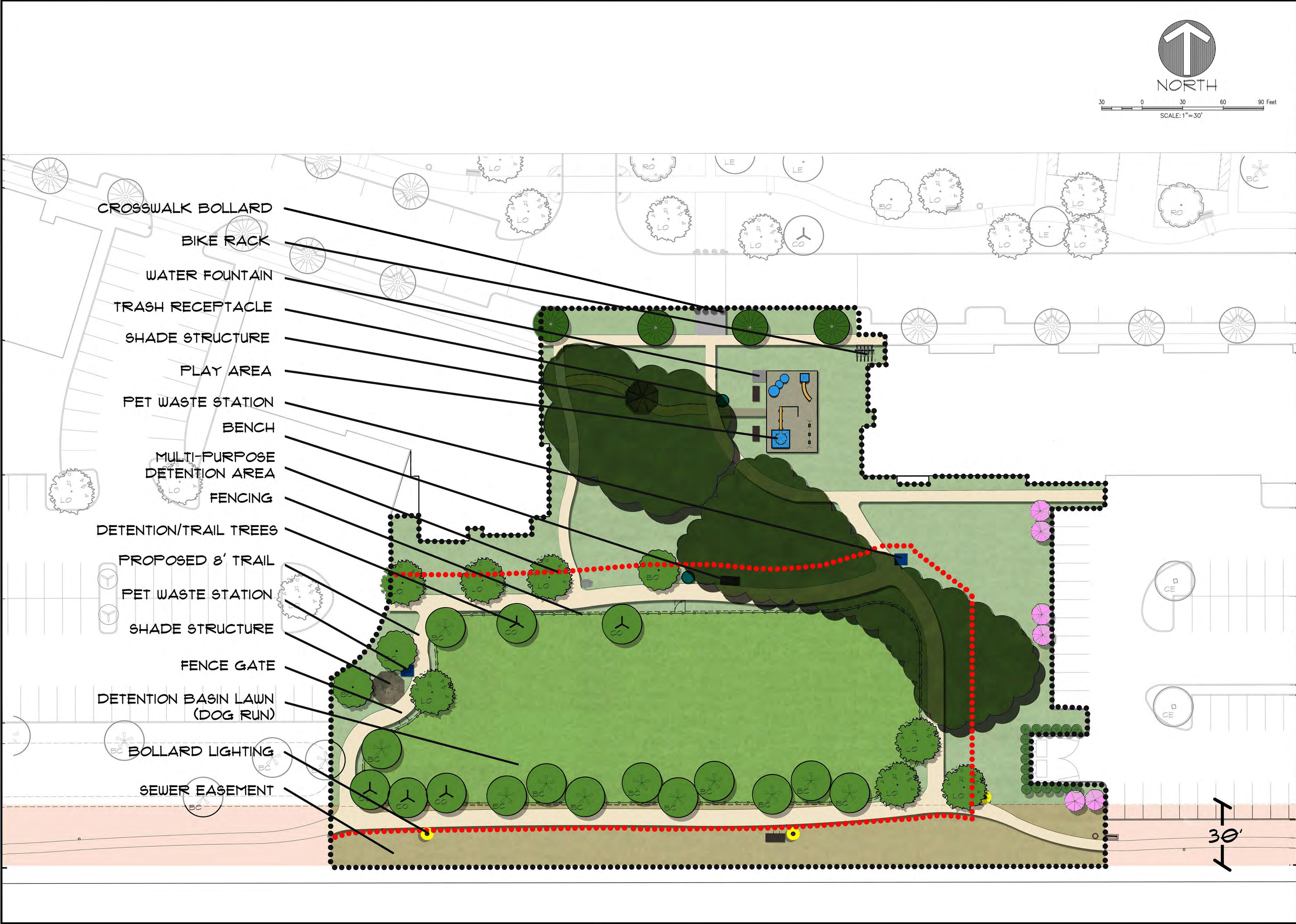
SILVERON PARK
48.115 Acres
in the
J. TANNERHILL SURVEY, ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
J. KNIGHT SURVEY, ABSTRACT NO. 692
TARRANT COUNTY, TEXAS

**EXHIBIT H -
OAK BLUFF PARK**

Drawn By: _____
Date: 10/12/2021
Scale: 1" = 30'
Revisions: _____

18257

4



The John P. McAdams
Company, Inc.
(DBA: G&A McAdams)
111 Hillside Drive
Lewisville, Texas 75057
972.436.9712
201 County View Drive
Roanoke, Texas 76262
940.240.1012
TBP#: 19762-10194440
www.mcadamsco.com



SILVERTON PARK
48.15 Acres
in the
J. TANNEHILL SURVEY, ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
J. KNIGHT SURVEY, ABSTRACT NO. 692
TARRANT COUNTY, TEXAS

**EXHIBIT H-
CENTRAL PARK**

Drawn By: ---
Date: 10/1/2021
Scale: 1"=30'
Revisions:

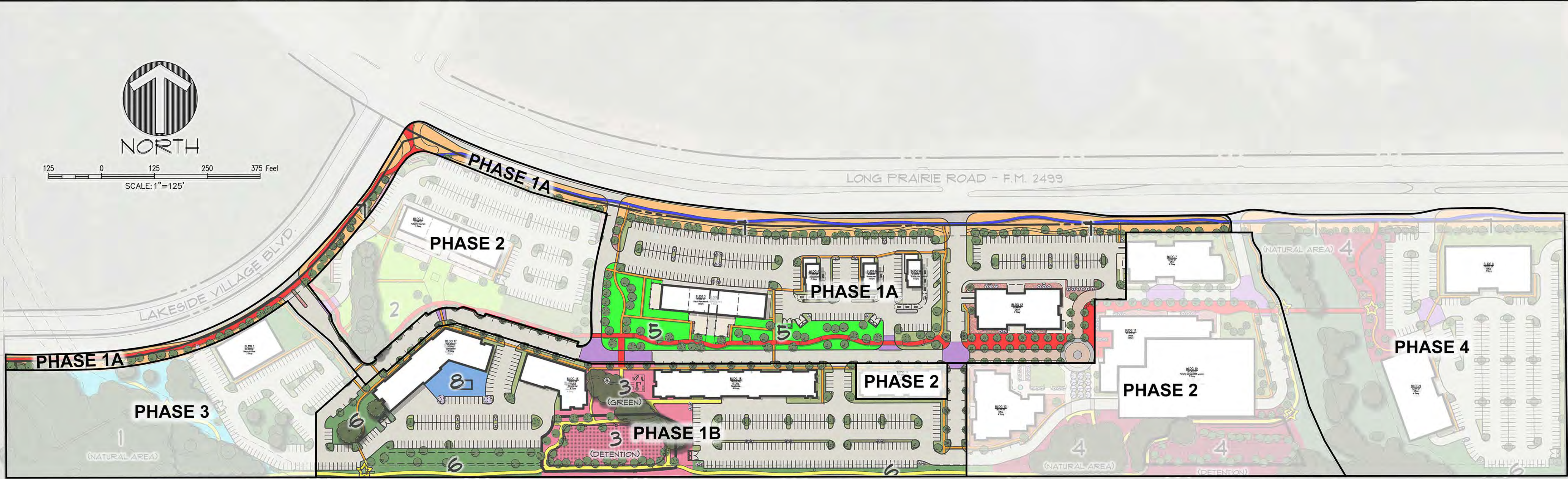
18257

3

SILVERTON PARK



EXHIBIT H - AMENITIES AND MATERIALS



LEGEND

1	THE WEST PARK *NATURAL AREA	3.203 ACRES
2	THE GREEN *GREEN	1.233 ACRES
3	CENTRAL PARK *GREEN = 0.896 AC *DETENTION = 0.911 AC	1.761 ACRES
4	OAK BLUFF PARK *NATURAL AREA = 1.001 AC *DETENTION = 1.192 AC *NATURAL AREA (EAST) = 0.603 AC	2.802 ACRES
5	SILVERON PARK *GENERAL OPEN SPACE	1.341 ACRES
TOTAL OPEN SPACE ACREAGE FOR CREDITS: 10.352 ACRES		
6	ADDITIONAL OPEN SPACE	5.968 ACRES
7	PERIMETER CIRCULATION AND LANDSCAPE	3.116 ACRES
8	PRIVATE PARK *PLAZA	0.201 ACRES
	5FT PATHWAY	
	6FT PATHWAY	
	8FT TRAIL	
	10FT PATHWAY	
	ENHANCED PAVEMENT CROSSWALK	
	NATURE TRAIL	
	TRAIL SIGNAGE	
	DETENTION AREA	

*PARK CATEGORIES ARE INTENDED TO BE IN AGREEANCE WITH TOWN OF FLOWER MOUND'S ORDINANCE NO. 13-19.

The John R. McAdams
Company, Inc.
(DBA, G&A McAdams)
111 Hillside Drive
Lewisville, Texas 75067
972.436.9712
201 Country View Drive
Rockwall, Texas 75087
940.240.1012
TBP#: 19762 TBP#: 10194440
www.gacom.com



McADAMS

SILVERON PARK

SILVERON PARK
49.77 Gross (48.15 Net) Acres
in the
J. TANNERHILL SURVEY, ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
J. KNIGHT SURVEY, ABSTRACT NO. 692
TARRANT COUNTY, TEXAS

EXHIBIT F -
PHASING PLAN

Drawn By: XD
Date: 11/19/2021
Scale: 1"=125'
Revisions:

18257

PH1

OWNER/DEVELOPER
TREZ CAPITAL
5055 KELLER SPRINGS ROAD, STE. 500
ADDISON, TEXAS 75061
Ph. 972-644-2400
Contact: MR. TOM FIELD

- NOTES:
1. ALL RETAINING/DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING IN WHICH THEY SERVE.
 2. ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
 3. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
 4. DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
 5. DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
 6. SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SUBJECT SITE PLAN/ELEVATIONS ARE NOT APPROVED AS A PART OF THE REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.
 7. RETAINING WALLS 4 FOOT IN HEIGHT OR TALLER, INCLUDING FOOTINGS, WILL REQUIRE A SEPARATE BUILDING PERMIT THROUGH THE BUILDING DEPARTMENT.

SEE THE ORDINANCE FOR PLANNED DEVELOPMENT NO. 171 (PD-171) FOR REQUIREMENTS RELATED TO REQUIRED DESIGN/ELEVATION DETAILS THAT SHALL BE INCORPORATED INTO EACH SITE PLAN APPLICATION ON THE PROPERTY.

MATERIAL CALCULATION CHART

	Building 'A'	Northwest	Northeast	East	Southeast	Southwest	West
1	Total Façade S.F.	11,460	6,346	3,800	4,460	8,967	3,764
2	Façade S.F. (exclusive of doors & windows)	8,203	4,332	2,884	3,202	6,380	2,875
3	Doors & Windows S.F.	3,257	2,014	916	1,258	2,587	889
		S.F.	% of 2	S.F.	% of 2	S.F.	% of 2
4	Primary Masonry Totals (Min. 80%)	6,727	82%	3,552	82%	2,446	85%
	Stone S.F.	820	10%	1,308	30%	1,036	36%
	Brick S.F.	1,641	20%	467	11%	291	10%
	Stucco S.F.	4,266	52%	1,777	41%	1,119	39%
5	Secondary Masonry Totals	1,230	15%	534	12%	360	12%
	Hardiplank S.F.	1,230	15%	534	12%	360	12%
6	Other Material Totals	246	3%	246	6%	78	3%
	Metal S.F.	246	3%	246	6%	78	3%



MULTIFAMILY NORTHEAST ELEVATION



MULTIFAMILY NORTHWEST ELEVATION

MATERIALS:

1	BRICK KANSAS BRICK & TILE 530 DARK - GREY GROUT	2	BRICK ROWLOCK ACME BRICK BRISTOL OAK	3	NATURAL STONE ACME BRICK CREAM CHOPPED	4	STUCCO SW 7013 IVORY LACE SANDPEPPLE FINISH	5	STUCCO ACCENT SW 6039 POISED TAUPE SANDPEPPLE FINISH	6	SIDING SW 9006 ROJO DUST	7	METAL PANEL BERRIDGE MANUFACTURING CO. ZINC-COTE	8	METAL ACCENT BERRIDGE MANUFACTURING CO. AGED BRONZE	9	SHINGLES GAF ROOFING TIMBERLINE NATURAL SHADOW WEATHERED WOOD
---	--	---	--	---	--	---	--	---	---	---	--------------------------------	---	---	---	--	---	---

SILVERON PARK APARTMENTS
FLOWER MOUND, TEXAS

BLDG #17

CONCEPTUAL
ELEVATIONS
MULTIFAMILY
Copyright © 2020

- NOTES:
1. ALL RETAINING/DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING IN WHICH THEY SERVE.
 2. ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUIDLING.
 3. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
 4. DUMPSTER SCREENING WALL SHALL BE CLAD IN A MAETERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
 5. DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
 6. SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SUBJECT SITE PLAN/ELEVATIONS ARE NOT APPROVED AS A PART OF THE REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.
 7. RETAINING WALLS 4 FOOT IN HEIGHT OR TALLER, INCLUDING FOOTINGS, WILL REQUIRE A SEPARATE BUIDLING PERMIT THROUGH THE BUILDING DEPARTMENT.

SEE THE ORDINANCE FOR PLANNED DEVELOPMENT NO. 171 (PD-171) FOR REQUIREMENTS RELATED TO REQUIRED DESIGN/ELEVATION DETAILS THAT SHALL BE INCORPORATED INTO EACH SITE PLAN APPLICATION ON THE PROPERTY.



MULTIFAMILY SOUTHEAST ELEVATION



MULTIFAMILY EAST ELEVATION

MATERIALS:

	BRICK KANSAS BRICK & TILE 530 DARK - GREY GROUT		BRICK ROWLOCK ACME BRICK BRISTOL OAK		NATURAL STONE ACME BRICK CREAM CHOPPED		STUCCO SW 7013 IVORY LACE SANDPEPPLE FINISH		STUCCO ACCENT SW 6039 POISED TAUPE SANDPEPPLE FINISH		SIDING SW 9006 ROJO DUST		METAL PANEL BERRIDGE MANUFACTURING CO. ZINC-COTE		METAL ACCENT BERRIDGE MANUFACTURING CO. AGED BRONZE		SHINGLES GAF ROOFING TIMBERLINE NATURAL SHADOW WEATHERED WOOD
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SILVERON PARK APARTMENTS
FLOWER MOUND, TEXAS

BLDG #17

CONCEPTUAL
ELEVATIONS
MULTIFAMILY
Copyright © 2020

- NOTES:
1. ALL RETAINING/DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING IN WHICH THEY SERVE.
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 3. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
 4. DUMPSTER SCREENING WALL SHALL BE CLAD IN A MAETERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
 5. DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
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SEE THE ORDINANCE FOR PLANNED DEVELOPMENT NO. 171 (PD-171) FOR REQUIREMENTS RELATED TO REQUIRED DESIGN/ELEVATION DETAILS THAT SHALL BE INCORPORATED INTO EACH SITE PLAN APPLICATION ON THE PROPERTY.



MULTIFAMILY WEST ELEVATION



MULTIFAMILY SOUTHWEST ELEVATION

MATERIALS:

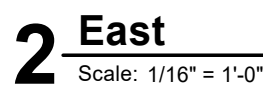
	BRICK KANSAS BRICK & TILE 530 DARK - GREY GROUT		BRICK ROWLOCK ACME BRICK BRISTOL OAK		NATURAL STONE ACME BRICK CREAM CHOPPED		STUCCO SW 7013 IVORY LACE SANDPEPPLE FINISH		STUCCO ACCENT SW 6039 POISED TAUPE SANDPEPPLE FINISH		SIDING SW 9006 ROJO DUST		METAL PANEL BERRIDGE MANUFACTURING CO. ZINC-COTE		METAL ACCENT BERRIDGE MANUFACTURING CO. AGED BRONZE		SHINGLES GAF ROOFING TIMBERLINE NATURAL SHADOW WEATHERED WOOD
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SILVERON PARK APARTMENTS
FLOWER MOUND, TEXAS

BLDG #17

CONCEPTUAL
ELEVATIONS
MULTIFAMILY
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See the ordinance for Planned Development No. 171 (PD-171) for requirements related to required design/elevation details that shall be incorporated into each site plan application on the Property.



		NORTH/FRONT		SOUTH/REAR		EAST/SIDE		WEST/SIDE	
1	TOTAL FAÇADE S.F.	6928.96		7,066		1,675		1,675	
2	FAÇADE S.F. (LESS DOORS & WINDOWS)	4,054		4,377		1,200		1,200	
3	DOORS & WINDOWS S.F.	2,875		2,689		475.4		475.4	
		SF	%	SF	%	SF	%	SF	%
4	PRIMARY MASONRY TOTAL (MIN. 80%)	3338	82.4%	3,503	80.0%	1,009	84.1%	1,009	84.1%
	BRICK S.F.	1160	28.6%	1,015.99	23.2%	602	50.2%	602	50.2%
	STONE S.F.	758	18.7%	85.2	1.9%	191	15.9%	191	15.9%
	STUCCO S.F.	1421	35.0%	2,402	54.9%	216.26	18.0%	216.26	18.0%
5	SECONDARY MASONRY TOTAL	0	0.0%	437	10.0%	0	0.0%	0	0.0%
	HARDPLANK S.F.			273.68	6.8%				
	EIFS			163.56	3.7%				
6	OTHER MATERIALS TOTAL	715	17.6%	437	10.0%	191	15.9%	191	15.9%
	ARCH. METAL PANEL S.F.	715	17.6%	437	10.0%	191.25	15.9%	191.25	15.9%
* ALL PERCENTAGES ARE CALCULATED FROM TOTAL FAÇADE S.F. EXCLUSIVE OF DOORS & WINDOWS									



02 WEST ELEVATION & PARTIAL PLAN

3/32" = 1'-0"

- STANDARD NOTES:
1. ALL RETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING IN WHICH THEY SERVE.
 2. ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
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 7. RETAINING WALLS 4 FOOT IN HEIGHT OR TALLER, INCLUDING FOOTINGS, WILL REQUIRE A SEPARATE BUILDING PERMIT THROUGH THE BUILDING DEPARTMENT.



01 NORTH ELEVATION & PARTIAL PLAN

3/32" = 1'-0" FRONT

		NORTH/FRONT		SOUTH/REAR		EAST/SIDE		WEST/SIDE	
1	TOTAL FAÇADE S.F.	6928.56		7,066		1,675		1,675	
2	FAÇADE S.F. (LESS DOORS & WINDOWS)	4,054		4,377		1,200		1,200	
3	DOORS & WINDOWS S.F.	2,875		2,689		475.4		475.4	
		SF	%	SF	%	SF	%	SF	%
4	PRIMARY MASONRY TOTAL (MIN. 80%)	3338	82.4%	3,503	80.0%	1,009	84.1%	1,009	84.1%
	BRICK S.F.	1160	28.6%	1,015.99	23.2%	602	50.2%	602	50.2%
	STONE S.F.	758	18.7%	85.2	1.9%	191	15.9%	191	15.9%
	STUCCO S.F.	1421	35.0%	2,402	54.9%	216.26	18.0%	216.26	18.0%
5	SECONDARY MASONRY TOTAL	0	0.0%	437	10.0%	0	0.0%	0	0.0%
	HARD/PLANK S.F.			273.68	6.8%				
	EIFS			163.56	3.7%				
6	OTHER MATERIALS TOTAL	715	17.6%	437	10.0%	191	15.9%	191	15.9%
	ARCH. METAL PANEL S.F.	715	17.6%	437	10.0%	191.25	15.9%	191.25	15.9%
* ALL PERCENTAGES ARE CALCULATED FROM TOTAL FAÇADE S.F. EXCLUSIVE OF DOORS & WINDOWS									



02 EAST ELEVATION & PARTIAL PLAN

3/32" = 1'-0"

- STANDARD NOTES:
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01 SOUTH ELEVATION & PARTIAL PLAN

3/32" = 1'-0"



01 FRONT (EAST) ELEVATION

1/8" = 1'-0"



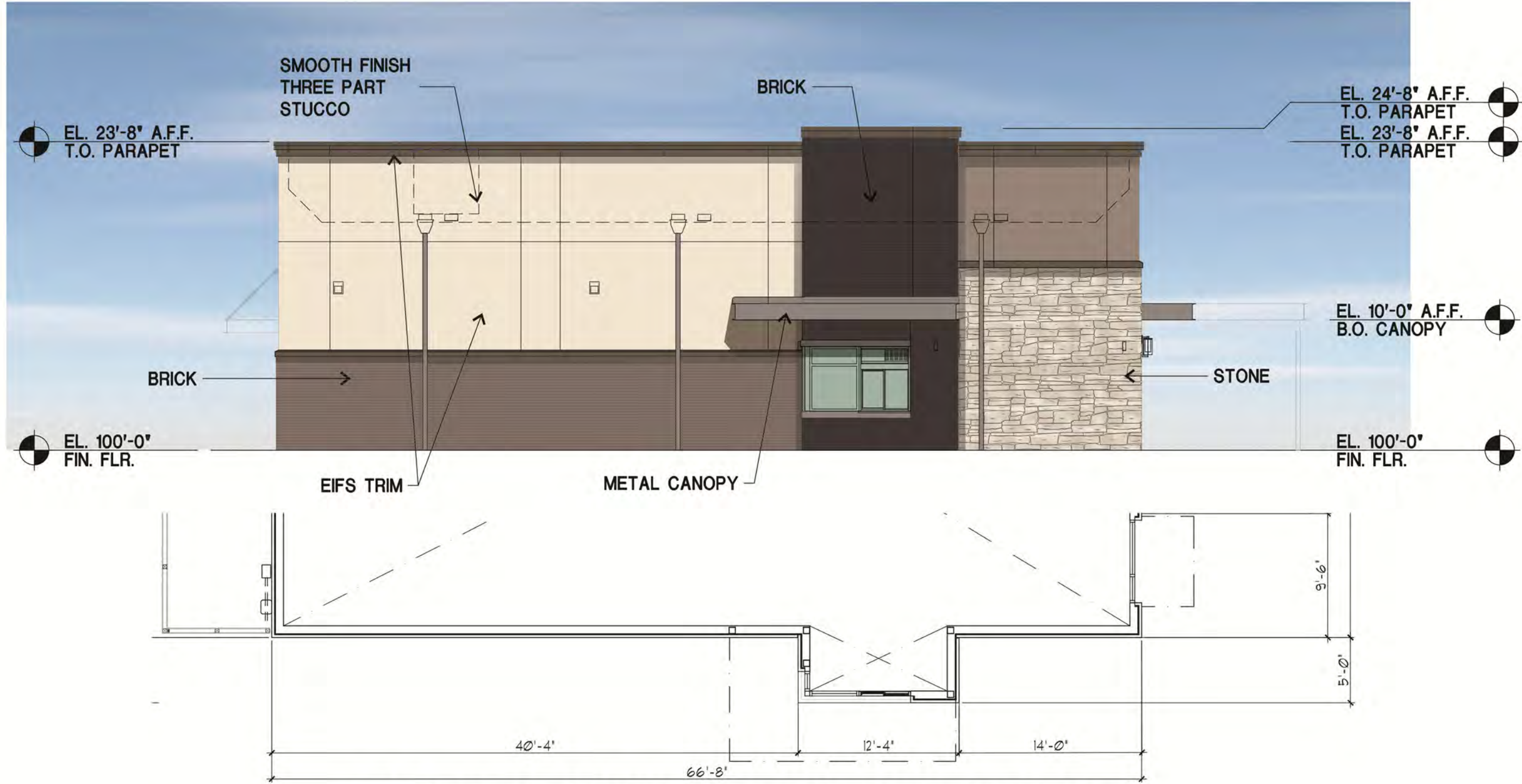
02 SIDE (NORTH) ELEVATION

1/8" = 1'-0"



03 REAR (WEST) ELEVATION

1/8" = 1'-0"



04 SIDE (SOUTH) ELEVATION

1/8" = 1'-0"

MATERIALS/COLORS:	
STONE:	KONI- MOUNTAIN LEDGE COUNTY
EIFS:	COLOR TO MATCH SW 7030 ANEW GRAY
STUCCO (PRIMARY):	COLOR TO MATCH SW 6039 POISED TAUPE
STUCCO (SECONDARY):	COLOR TO MATCH SW 7013 IVORY LACE
METAL CANOPIES:	COLOR TO MATCH BERRIDGE LEAD COTE
STOREFRONT:	CLEAR ANODIZED
BRICK @ TOWER:	ENDICOTT - GREY BLEND SMOOTH
BRICK @ WATER TABLE:	ENDICOTT - DARK IRONSPOT

		EAST		WEST		SOUTH		NORTH	
		SF	%	SF	%	SF	%	SF	%
	TOTAL	999.7		999		1566		1620	
	WINDOWS & DOORS	243		37		41		332	
	TOTAL LESS WINDOWS & DOORS	756.7		962		1525		1288	
PRIMARY MASONRY	BRICK	175	23.13	267	27.75	513	33.64	269	20.89
	STONE	215	28.41	133	13.83	196	12.85	435	33.77
	STUCCO	280	37.00	488	50.73	699	45.84	411	31.91
	PRIMARY MASONRY TOTALS (MIN. 80%)	670.0	88.5	888.0	92.3	1408.0	92.3	1115.0	86.6
SECONDARY	EIFS	46.7	6.17	60	6.24	96	6.30	59	4.58
	METAL CANOPY	40	5	14	1.46	21	1.38	55	4.27
OTHER	WOOD							59	4.58
	TOTAL	756.7	100	962	100	1525	100	1288	100



TOWN COUNCIL AGENDA ITEM NO. 9

REGULAR ITEM

DATE: February 21, 2022

FROM: James Hoefert, Environmental Review Analyst

ITEM: **Public Hearing to consider an application for a tree removal permit (TRP19-0020) for eight (8) specimen trees on property proposed for development as Silveron Park. The property is generally located south of Long Prairie Road and east of Lakeside Village Boulevard. (The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its October 1, 2019, meeting).**

BACKGROUND INFORMATION: The Silveron Park development is generally located south of Long Prairie Road and east of Lakeside Village Boulevard. The site is approximately 48.11 acres in size. The site is currently zoned for Planned Development District No. 31 (PD-31) with Campus Commercial District (CC) uses and master planned for the Lakeside Business District. The applicant is requesting to rezone the site to Planned Development District No. 171 (PD-171) with Campus Commercial District uses (CC). According to the tree survey for the project, the site contains thirty-seven (37) specimen trees. The applicant is requesting to remove eight (8) trees. The specimen trees proposed for removal are all in good condition and are located within the proposed buildable area.

The following is a list of the eight (8) specimen trees being requested for removal: Tree #5287 – 23” cedar elm; Tree #5361 – 25” post oak; Tree #5506 – 30” post oak; Tree #5518 – 25” post oak; Tree #5519 – 24” post oak; Tree #5522 – 22” post oak; Tree #5523 – 23” post oak; and Tree #5601 – 25” post oak.

The Town’s tree ordinance requires that specimen trees removed from the site be replaced at a rate of two times their caliper inches. Based on their sizes, 394” of replacement trees, equaling 132 three-inch caliper trees, will be required for the eight (8) specimen trees being requested for removal on this site. In addition, protected trees removed from the buildable area will also require replacement at a tree-for-tree rate. The developer is proposing to preserve a significant number of existing protected and specimen trees on the site, so there will be credits available for the preservation of those trees.

BOARD REVIEW/CITIZEN FEEDBACK: This application was considered by the Environmental Conservation Commission (ECC) at its October 1, 2019, meeting. The ECC recommended approval of the requested permit to remove all eight (8) specimen trees. The ECC meeting can be viewed at: <https://flowermoundtx.swagit.com/play/10012019-1372>

As of February 9, 2022, staff has not received feedback related to this item.

ALTERNATIVES/OPTIONS: The Town Council may approve or deny the requested tree removal permit or may choose to approve the permit with conditions or changes.

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Letter of Intent
2. Specimen tree removal permit application
3. Photographs of specimen trees
4. Tree Survey

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



September 12, 2019

Jimmy Hoefert, Environmental Review Analyst
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

Reference: Tree Removal Permit Application
Graham Tract
Town of Flower Mound
Denton County, Texas

Dear Mr. Hoefert;

On behalf of the owner/developer on the aforementioned property, we are requesting that (8) specimen trees (as outlined on the attached tree removal exhibit), as defined in the TOFM Tree Preservation Code, be removed. The trees are being requested to be removed due to the infrastructure and onsite grading which thereby means the subject development cannot reasonably be developed, based on economic and/or practical considerations, without removal of the trees included in the permit application.

TREE TABULATION FROM THE SPECIMEN TREE SURVEY

Total specimen trees on site to be saved: 29

LIST #	TREE TAG #	CALIPER (")	COMMON NAME
1	5038	25	Red Oak
2	5078	22	Post Oak
3	5185	19	Cedar Elm
4	5226	22	Post Oak
5	5229	21	Cedar Elm
6	5275	24	Post Oak
7	5279	21	Cedar Elm
8	5295	23	Post Oak
9	5297	28	Cedar Elm
10	5298	20	Cedar Elm
11	5300	21	Cedar Elm
12	5310	27	Post Oak
13	5350	29	Post Oak
14	5369	25	Post Oak
15	5371	29	Post Oak
16	5372	25	Post Oak
17	5379	26	Post Oak
18	5388	20	Cedar Elm
19	5390A	42	Post Oak

20	5390B	23	Post Oak
21	5505	22	Cedar Elm
22	5508	32	Post Oak
23	5554	24	Post Oak
24	5555	25	Post Oak
25	5557	26	Post Oak
26	5562	28	Post Oak
27	5566	19	Cedar Elm
28	5569	23	Post Oak
29	5584	31	Post Oak

Total specimen trees off site to be removed due to infrastructure and grading: 8

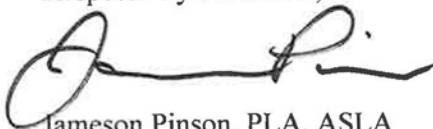
LIST #	TREE TAG #	CALIPER (")	COMMON NAME
1	5287	23	Cedar Elm
2	5361	25	Post Oak
3	5506	30	Post Oak
4	5518	25	Post Oak
5	5519	24	Post Oak
6	5522	22	Post Oak
7	5523	23	Post Oak
8	5601	25	Post Oak

The mitigation requirement for the specimen trees listed above will include a standard mitigation rate of 2x the caliper inches of the tree removed. (132) 3" caliper trees or equivalent preservation credits under section 94-40 of the town ordinance will be required to fulfill the mitigation requirement.

Due to infrastructure, grading, Town of Flower Mound Engineering Standards, and site conditions, these specimen trees are not able to be saved. The site plan before you appears to be the most beneficial for considering all the site constraints and opportunities. Thank you for your consideration.

Based on the above data, I respectfully ask that the aforementioned trees be allowed to be removed from the site.

Respectfully submitted,



Jameson Pinson, PLA, ASLA
Landscape Architect, TX #2826

Town of Flower Mound
Application for:
TREE REMOVAL PERMIT

(Effective for Developments submitted 10/6/08 - present)

Check one: ☐ Protected Tree ☒ Specimen Tree ☐ Historic Tree

1. Applicant- Note: Must be a licensed Landscape Architect or Registered Arborist

Name: RON STEWART, P.L.A.

Address: 111 HILLSIDE DR.
LEWISVILLE, TX 75057

Phone: (972) 436-9712 x 612

Applicant's Legal Interest in the Property:
LANDSCAPE ARCHITECT

2. Property Owner(s)

Name(s): JOE GRAHAM
Address: 3838 OAK LAWN AVE, STE. 1250
DALLAS, TX 75219

3. Location and Legal Description of Property:

7/- SOUTH EAST CORNER OF FM 2491, LAKESIDE VIL. PKWY.
40.115 ACRES IN THE J. TANNEHILL SURVEY, ABSTRACT
NO. 1252 TOWN OF FLOWER MOUND, J. KNIGHT SURVEY,
ABSTRACT NO. 692 TARRANT COUNTY, TEXAS

Page 2 of 3.

4. Owner's Authorization of Representation

I, JOE GRAHAM, the owner of the above described real property, do hereby authorize RON STEWART to represent my interests and to file an Application for Tree Removal Permit for said real property, pursuant to the terms and provisions of Chapter 94 (Trees), of the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances.



Joe M. Graham
Signature of Owner

Given Under My Hand and Seal of Office

This the 23 Day of July, 2019

Kerry B. Brown
Notary Public

In and For Dallas County, Texas.

5. Applicants Affidavit- Note: Applicant must be a licensed Landscape Architect or Registered Arborist.

Subject to criminal penalties contained in Subpart B, the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances, I RON STEWART do hereby swear or affirm that all of the Information contained herein and submitted herein is, to the best of my knowledge, true, correct and complete and that no false, misleading or incomplete information has been intentionally provided or submitted with this Application for a Tree Removal Permit.



[Signature]
Signature of Applicant

Landscape Architect License No. 791

State of Licensure TX

Or ISA Certified Arborist No. _____

Given Under My Hand and Seal of Office

This the 23 Day of July, 2019

Kelli Morgan
Notary Public

In and For Denton County, Texas

6. Received by Town of Flower Mound on (Date) 9/13/2019 by (initials) JRH



Silveron Park -
Specimen trees proposed for removal







OWNER/DEVELOPER
TREZ CAPITAL
5055 KELLER SPRINGS ROAD, STE. 500
ADDISON, TEXAS 75051
Ph. 972-844-2400
Contact: MR. TOM FIELD

T1.1

QUALITY ASSURANCE

- 1) Comply with applicable Federal, state, county and local regulations governing landscape work.
- 2) employ only experienced personnel. Provide adequate supervision by qualified foreman.

B. JOB CONDITIONS

- 1) Coordination: Coordinate and cooperate with other contractors to enable the work to proceed as rapidly and efficiently as possible.
- 2) In order to minimize conflict, secure from the Construction Manager copies of layout drawings showing the location of all underground utility lines and other structures

C. PRODUCTS

- 1) MULCH: Double shredded hardwood mulch free of sticks, dirt and other debris and derived from the site clearing.

D. DEFINITIONS

- 1) CRZ: Critical Root Zone: The soil space directly under the canopy of any tree, extending out at least 7 feet from the trunk or 2/3 the distance to the dripline, whichever is greater.
- 2) TPZ: Tree Protection Zone: The entire soil space located directly under the dripline of any tree (the entire dripline).
- 3) CRS: Complete Root System: The soil space directly under the dripline of any tree and an additional 7 feet beyond said dripline.
- 4) TPF: Tree Protection Fence: The orange safety barrier netting that shall extend around the entire circumference of the tree at the TPZ.

E. PRE-CONSTRUCTION TREE PRUNING

- 1) Personnel Qualifications: All pruning shall be performed under the supervision of an International Society of Arboriculture (ISA) Certified Arborist.
- 2) All trees within the project area shall be pruned to:
 - (i) Clear the crown of diseased, crossing, weak and dead wood to a minimum of 1 ½ inches in diameter
 - (ii) Provide 14 feet of vertical clearance over streets and 8 feet over sidewalks.
 - (iii) Remove stubs, cutting outside the woundwood tissue that has formed around the branch.
 - (iv) Reduce end weight on heavy, horizontal branches by selectively removing small diameter branches, no greater than 2 to 3 inches, near the ends of the scaffolds.
- 3) Pruning cuts shall be made in accordance with ANSI 300 Pruning Standard and work shall be performed in accordance with ANSI Z133.1 Safety Standards. Pruning shall be in accordance with ISA's Best Management Practices: Tree Pruning
- 4) No more than 20 percent of live foliage shall be removed from any tree.
- 5) Brush shall be chipped and chips shall be spread underneath trees within the tree protection zone to a maximum depth of 4 inches, leaving the trunk clear of mulch.

F. TREE REMOVAL

- 1) Trees preservation requires a commitment to preserving and maintaining retained trees, as well as removal of any unsuited trees within the Project Area.
- 2) All wood debris from all tree removals at the Project Site is to be chipped and stored on site for use in the tree preservation efforts at the discretion of the Landscape Architect.
- 3) The limits of all tree protection zones shall be staked in the field and observed by all contractors,
- 4) Any brush clearing required within the tree protection zone shall be accomplished with hand operated equipment.
- 5) Trees to be removed from within the tree protection zone shall be removed under the supervision of a Certified Arborist. The trees shall be cut near ground level and the stump ground out.

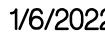
G. TREE PROTECTION

- 1) Before beginning work, the Project Manager, Landscape Architect and/or Owner of their agents are required to meet at the site to review all work procedures, access routes, storage areas, and tree protection measures. Any intended construction activities inside the TPZ shall be clearly outlined.
- 2) Fences shall be erected to protect trees to be preserved prior to construction equipment arriving on the Project Site. Fences will define the specific protection zone for each tree or group trees.
- 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 permission from the Landscape Architect. Fences may be constructed from 6 "T" stakes and orange web fence material
- 4) All fences 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 greater 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 is expected to encounter tree roots must be monitored by the Landscape Architect. Specific locations or tree tag numbers should be identified

McADAMS

SILVERON PARK
49.77 Gross (48.115 Net) Acres
in the
J. TANNERHILL SURVEY, ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
J. KNIGHT SURVEY, ABSTRACT NO. 692
TARRANT COUNTY, TEXAS

SPECIMEN TREE SURVEY



Drawn By:XD
Date: 12/26/2018
Scale:
Revisions:
04/26/2021

18257



TOWN COUNCIL AGENDA ITEM NO. 10

REGULAR ITEM

DATE: February 21, 2022

FROM: James Hoefert, Environmental Review Analyst

ITEM: **Public Hearing to consider an application for a tree removal permit (TRP21-0040) for two (2) specimen trees on Lot 19, Block E of the Montalcino Estates PH 2 subdivision. The property is located at 5012 Castellano Ct. (The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its February 1, 2022, meeting).**

BACKGROUND INFORMATION: Lot 19, Block E of the Montalcino Estates PH 2 subdivision is located at 5012 Castellano Ct. The lot is approximately 1.003 acres in size. The lot is currently zoned for Planned Development District No. 107 (PD-107) with for Agricultural (A) uses with Conservation Development Standards and is master planned for the Cross Timbers Conservation Development District. The applicant is requesting to remove both specimen trees from the residential lot because of their proximity to the building pad of a house. The specimen trees proposed for removal (Tree #101 – 25” post oak and Tree #102 – 29” post oak) are both in good condition, located within the buildable area of the lot, and outside the Upland Habitat ESA.

The Town’s tree ordinance requires that specimen trees removed from the site be replaced at a rate of two times their caliper inches. Based on their size, 108” of replacement trees, equaling thirty-six (36) three-inch caliper trees, will be required for the two (2) specimen trees being requested for removal on this site.

BOARD REVIEW/CITIZEN FEEDBACK: This application was considered by the Environmental Conservation Commission (ECC) at its February 1, 2022, meeting. The ECC recommended approval of the requested permit to remove both specimen trees. The ECC meeting can be viewed at: <https://flowermoundtx.swagit.com/play/02022022-943>

As of February 9, 2022, staff has not received feedback related to this item.

ALTERNATIVES/OPTIONS: The Town Council may approve or deny the requested tree removal permit or may choose to approve the permit with conditions or changes.

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Letter of Intent.
2. Specimen tree removal permit application.
3. Photographs of the specimen trees.
4. Tree Survey.

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



LETTER OF INTENT > 2021310398

December 29, 2021

Jimmy Hoefert, Environmental Review Analyst
 Town of Flower Mound
 Environmental Services Division
 2121 Cross Timbers Road
 Flower Mound, Texas 75028

Reference: Tree Removal Permit Application
 Lot 19, Block E
 1.001 Acres in Montalcino Estates Phase II
 5012 Castellano Court
 Town of Flower Mound
 Denton County, Texas

Dear Mr. Hoefert,

On behalf of the home builder on the aforementioned property, we are requesting that (2) specimen trees (as outlined in the attached specimen tree survey), as defined in the TOFM Tree Preservation Code, be removed. The trees are being requested to be removed due to site and design conditions, which thereby mean the subject property cannot reasonably be developed without removal of the trees included in the permit application.

TREE TABULATIONS FROM THE SPECIMEN TREE SURVEY

Total specimen trees	2 trees
Total specimen trees to be removed	2 trees

Due to preexisting conditions, Town of Flower Mound Engineering Standards, and site conditions, the specimen trees are not able to be saved. The site plan before you appears to be the most beneficial for taking into account all the site constraints and opportunities.

The following are the specimen trees we are requesting to be removed:

- | | |
|--------------|----------------|
| 1. Tree #101 | 25.5" Post Oak |
| 2. Tree #102 | 29.5" Post Oak |

These trees are being removed due to site constraints.

Based on the above data, I respectfully ask that the trees enumerated above be allowed to be removed from the site.



LETTER OF INTENT > **2021310398**

Sincerely,

A handwritten signature in black ink that reads "Verity Burk". The signature is fluid and cursive, with the first name "Verity" and the last name "Burk" clearly distinguishable.

Verity Burk RLA
Landscape Architect, TX #3438



Town of Flower Mound Environmental Services

Mailing Address: 2121 Cross Timbers Road, Flower Mound, TX 75028

Telephone: 972-874-6340 Website: www.flower-mound.com

TREE REMOVAL PERMIT

(Effective for Developments submitted 10/6/08 - present)

Check one: ☐ Protected Tree

☒ Specimen Tree

☐ Historic Tree

This application is required to be submitted 30 days prior to the next available ECC hearing.

1. Applicant- Note: Must be an ISA certified arborist, certified forester, or a registered landscape architect.

Name:

Verity Burk

Address:

111 Hillside Dr
Lewisville, TX 75076

Phone:

469-312-0402

Applicant's Legal Interest in the Property:

Landscape Architect for Our Country Homes

2. Property Owner(s)

Name(s):

Address:

3. Location and Legal Description of Property:

Lot 19, Block E
Montalcino Estates Phase II

Page 2 of 3.

4. Owner's Authorization of Representation

I, Michael Barshinger, the owner of the above described real property, do hereby authorize Verity Burk to represent my interests and to file an Application for Tree Removal Permit for said real property, pursuant to the terms and provisions of Chapter 94 (Trees), of the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances.

[Signature]
Signature of Owner



Given Under My Hand and Seal of Office
This the 29th Day of December, 2021
[Signature]
Notary Public
In and For Denton County, Texas.

5. Applicants Affidavit- Note: Applicant must be an ISA certified arborist, certified forester, or a registered landscape architect.

Subject to criminal penalties contained in Subpart B, the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances, I

Verity Burk, do hereby swear or affirm that all of the Information contained herein and submitted herein is, to the best of my knowledge, true, correct and complete and that no false, misleading or incomplete information has been intentionally provided or submitted with this Application for a Tree Removal Permit.

[Signature]
Signature of Applicant

Landscape Architect License No. 3438
State of Licensure Texas
Or ISA Certified Arborist No. _____
Or Certified Forester No. _____



Given Under My Hand and Seal of Office
This the 29th Day of December, 2021
[Signature]
Notary Public
In and For Denton County, Texas

6. Received by Town of Flower Mound on (Date) 12/29/2021 by
(initials) JRH

Montalcino Estates PH 2, Lot 19, Block E -
Specimen trees proposed for removal

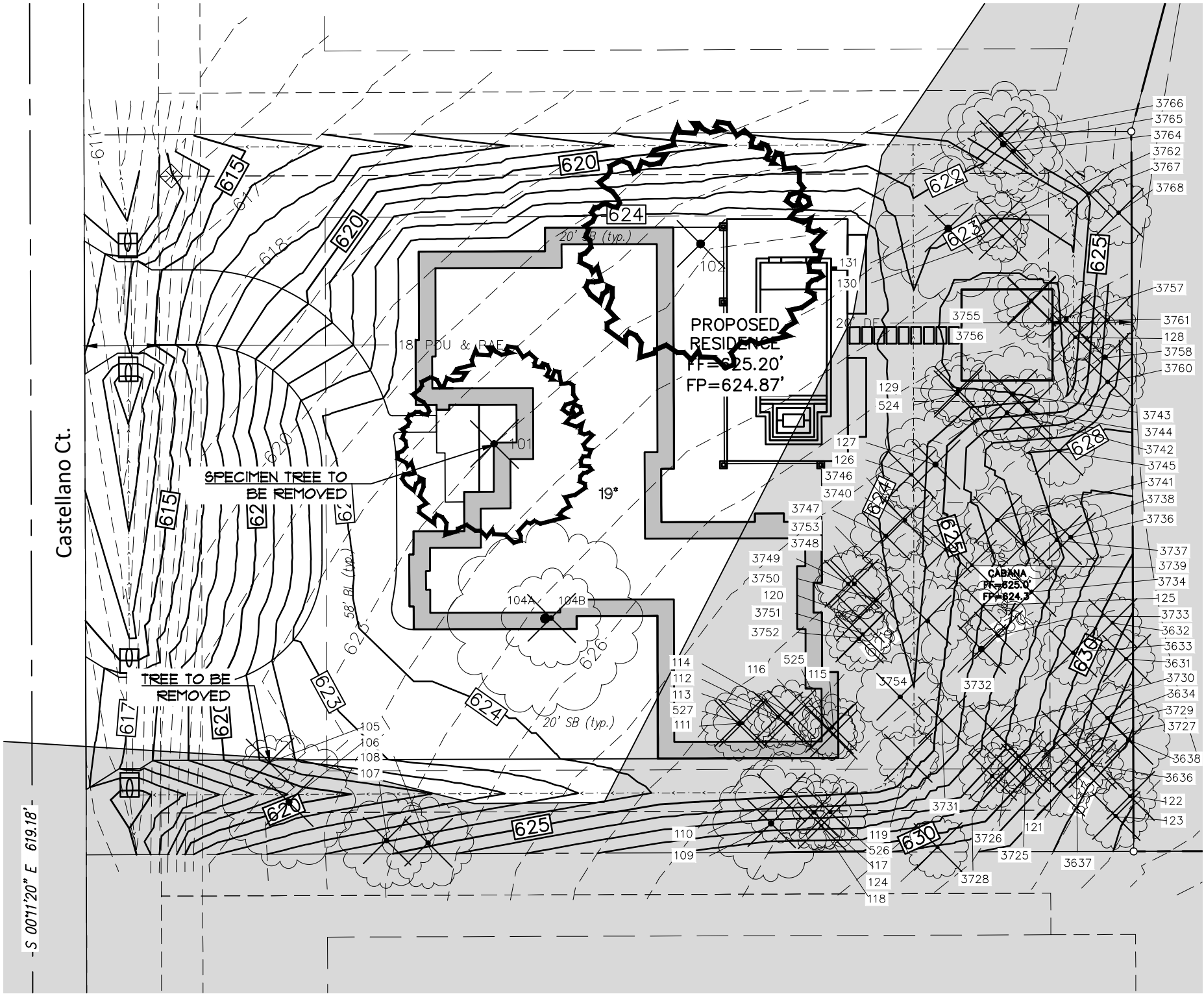
Tree #101 – 25" post oak



Tree #102 – 29" post oak

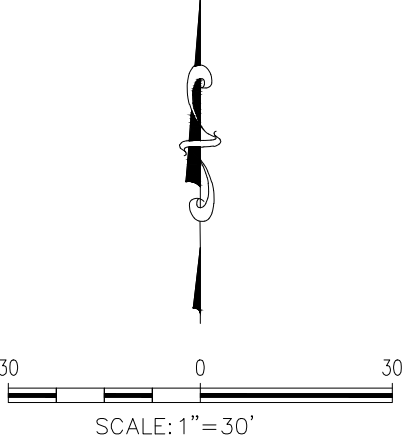


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Plotted: 1/27/2022 2:31 PM, by Verity Burk; Saved: 1/27/2022 2:28 PM, by vcox



LEGEND

- PROTECTED TREE TO BE REMOVED
- SPECIMEN TREE TO BE REMOVED
- UPLAND WOODED HABITAT



- 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**
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 - 6) No mitigation shall be required for trees removed within the Upland Wooded Habitat Area.



1/27/2022

The John R. McAdams
Company, Inc.
(DBA, G&A | McAdams)
111 Hillside Drive
Lewisville, Texas 75057
972.436.9712
201 County View Drive
Roanoke, Texas 76262
940.240.1012
www.jracon.com
www.mcadamsco.com

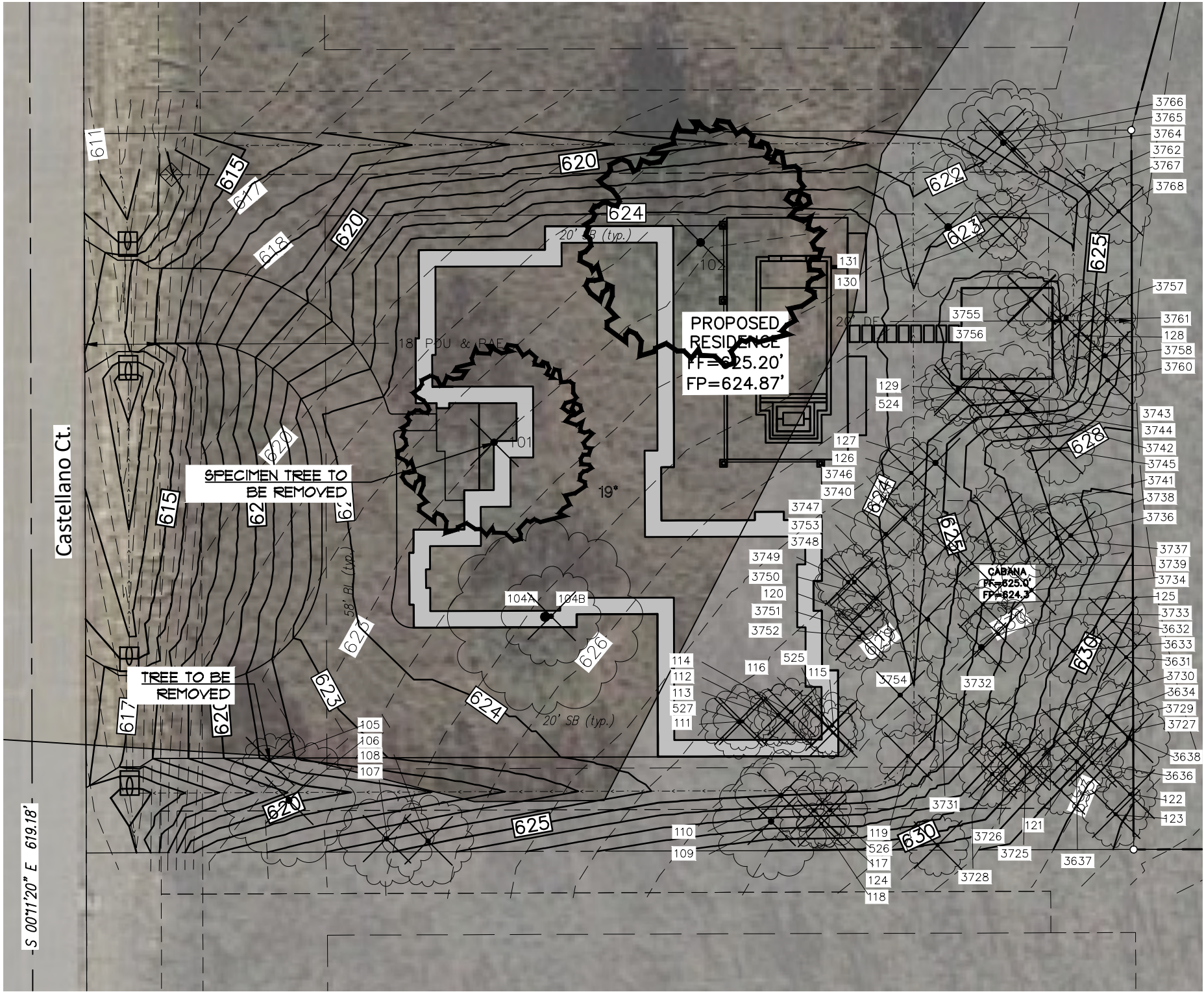


5012 CASTELLANO COURT
Lot 19, Block E
MONTALCINO ESTATES PHASE II
1.001 Acres
TOWN OF FLOWER MOUND
DENTON, TEXAS

TREE SURVEY

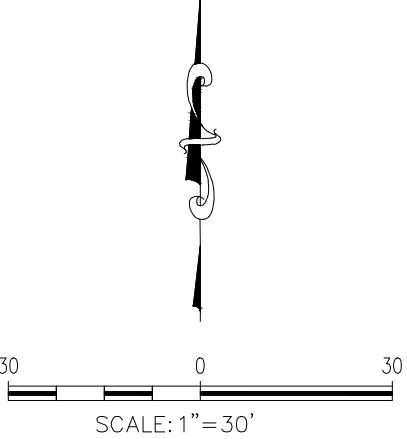
Drawn By: VC
Date: 05/07/2021
Scale: 1" = 30'
Revisions:
10/12/2021
12/14/2021

2021310398



LEGEND

- PROTECTED TREE TO BE REMOVED**
- SPECIMEN TREE TO BE REMOVED**
- UPLAND WOODED HABITAT**



TREE PRUNING, REMOVAL AND PROTECTION MEASURES

- A. QUALITY ASSURANCE**
- 1) Comply with applicable Federal, state, county and local regulations governing landscape work.
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1/27/2022

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MCADAMS

5012 CASTELLANO COURT
Lot 19, Block E
MONTALCINO ESTATES PHASE II
1.001 Acres
TOWN OF FLOWER MOUND
DENTON, TEXAS

TREE SURVEY

Drawn By: VC
Date: 05/07/2021
Scale: 1" = 30'
Revisions:
10/12/2021
12/14/2021

2021310398

LIST #	TREE #	CAL. INCH	COMMON NAME	SCIENTIFIC NAME	PROTECTED	SPECIMEN	REMOVED	REMARKS	CREDITS	DEBITS
1	101	25	POST OAK	Quercus stellata	YES	YES	YES	Not in UWH		16
2	102	29	POST OAK	Quercus stellata	YES	YES	YES	Not in UWH		20
3	104A	23	POST OAK	Quercus stellata	YES	NO	YES	Not in UWH		1
4	104B	12	POST OAK	Quercus stellata	YES	NO	YES	Not in UWH		1
5	105	6	POST OAK	Quercus stellata	YES	NO	YES			
6	106	16	POST OAK	Quercus stellata	YES	NO	YES			
7	107	11	POST OAK	Quercus stellata	YES	NO	YES			
8	108	11	POST OAK	Quercus stellata	YES	NO	YES			
9	109	14	POST OAK	Quercus stellata	YES	NO	YES			
10	110	11	POST OAK	Quercus stellata	YES	NO	YES			
11	111	9	POST OAK	Quercus stellata	YES	NO	YES			
12	112	7.5	POST OAK	Quercus stellata	YES	NO	YES			
13	113	8	POST OAK	Quercus stellata	YES	NO	YES			
14	114	8	POST OAK	Quercus stellata	YES	NO	YES			
15	115	8	CEDAR ELM	Ulmus crassifolia	YES	NO	YES			
16	116	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES			
17	117	9	POST OAK	Quercus stellata	YES	NO	YES			
18	118	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES			
19	119	7	CEDAR ELM	Ulmus crassifolia	YES	NO	YES			
20	120	6	POST OAK	Quercus stellata	YES	NO	YES			
21	121	6	POST OAK	Quercus stellata	YES	NO	YES			
22	122	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES			
23	123	8, 5	POST OAK	Quercus stellata	YES	NO	YES			
24	124	7	POST OAK	Quercus stellata	YES	NO	YES			
25	125	6	POST OAK	Quercus stellata	YES	NO	YES			
26	126	8, 8	POST OAK	Quercus stellata	YES	NO	YES			
27	127	13, 12	POST OAK	Quercus stellata	YES	NO	YES			
28	128	6	POST OAK	Quercus stellata	YES	NO	YES			
29	129	9	POST OAK	Quercus stellata	YES	NO	YES			
30	130	6	POST OAK	Quercus stellata	YES	NO	YES			
31	131	17	POST OAK	Quercus stellata	YES	NO	YES			
32	524	7	POST OAK	Quercus stellata	YES	NO	YES			
33	525	6	CEDAR ELM	Ulmus crassifolia	YES	NO	YES			
34	526	9	POST OAK	Quercus stellata	YES	NO	YES			
35	527	7	POST OAK	Quercus stellata	YES	NO	YES			
36	3631	7	POST OAK	Quercus stellata	YES	NO	YES			
37	3632	7	POST OAK	Quercus stellata	YES	NO	YES			
38	3633	8	POST OAK	Quercus stellata	YES	NO	YES			
39	3634	8	POST OAK	Quercus stellata	YES	NO	YES			
40	3636	7	POST OAK	Quercus stellata	YES	NO	YES			
41	3637	8	POST OAK	Quercus stellata	YES	NO	YES			
42	3638	10	POST OAK	Quercus stellata	YES	NO	YES			
43	3725	6	POST OAK	Quercus stellata	YES	NO	YES			
44	3726	6	POST OAK	Quercus stellata	YES	NO	YES			
45	3727	7	POST OAK	Quercus stellata	YES	NO	YES			
46	3728	8	POST OAK	Quercus stellata	YES	NO	YES			
47	3729	7	POST OAK	Quercus stellata	YES	NO	YES			
48	3730	7	POST OAK	Quercus stellata	YES	NO	YES			
49	3731	6	POST OAK	Quercus stellata	YES	NO	YES			
50	3732	14, 9	POST OAK	Quercus stellata	YES	NO	YES			
51	3733	7	CEDAR ELM	Ulmus crassifolia	YES	NO	YES			
52	3734	8	POST OAK	Quercus stellata	YES	NO	YES			
53	3736	10	POST OAK	Quercus stellata	YES	NO	YES			
54	3737	10	POST OAK	Quercus stellata	YES	NO	YES			
55	3738	9	POST OAK	Quercus stellata	YES	NO	YES			
56	3739	6	POST OAK	Quercus stellata	YES	NO	YES			
57	3740	7, 6	POST OAK	Quercus stellata	YES	NO	YES			
58	3741	8	POST OAK	Quercus stellata	YES	NO	YES			
59	3742	9	POST OAK	Quercus stellata	YES	NO	YES			
60	3743	11	POST OAK	Quercus stellata	YES	NO	YES			

LIST #	TREE #	CAL. INCH	COMMON NAME	SCIENTIFIC NAME	PROTECTED	SPECIMEN	REMOVED	REMARKS	CREDITS	DEBITS
61	3744	10	POST OAK	Quercus stellata	YES	NO	YES			
62	3745	8	POST OAK	Quercus stellata	YES	NO	YES			
63	3746	9	CEDAR ELM	Ulmus crassifolia	YES	NO	YES			
64	3747	8	POST OAK	Quercus stellata	YES	NO	YES			
65	3748	9	POST OAK	Quercus stellata	YES	NO	YES			
66	3749	8	POST OAK	Quercus stellata	YES	NO	YES			
67	3750	9	POST OAK	Quercus stellata	YES	NO	YES			
68	3751	7	POST OAK	Quercus stellata	YES	NO	YES			
69	3752	8	POST OAK	Quercus stellata	YES	NO	YES			
70	3753	10	POST OAK	Quercus stellata	YES	NO	YES			
71	3754	10	POST OAK	Quercus stellata	YES	NO	YES			
72	3755	6.5	POST OAK	Quercus stellata	YES	NO	YES			
73	3756	9	POST OAK	Quercus stellata	YES	NO	YES			
74	3757	10	POST OAK	Quercus stellata	YES	NO	YES			
75	3758	10	POST OAK	Quercus stellata	YES	NO	YES			
76	3760	9	POST OAK	Quercus stellata	YES	NO	YES			
77	3761	7	POST OAK	Quercus stellata	YES	NO	YES			
78	3762	7	POST OAK	Quercus stellata	YES	NO	YES			
79	3764	10	POST OAK	Quercus stellata	YES	NO	YES			
80	3765	15, 14	POST OAK	Quercus stellata	YES	NO	YES			
81	3766	10	POST OAK	Quercus stellata	YES	NO	YES			
82	3767	6	POST OAK	Quercus stellata	YES	NO	YES			
83	3768	8	POST OAK	Quercus stellata	YES	NO	YES			
FINAL MITIGATION REQUIRED									38	

ADDITIONAL NOTES:

1. SPECIMEN TREE MITIGATION IS DOUBLED THE EXISTING CALIPER OF THE TREE TO BE REMOVED:

25" X 2 = 50"

29" X 2 = 58"

50" + 58" = 108"

108" / 3" TREE = 36 TREES
2. MITIGATION PLANTING IS NOT PERMITTED ON A RESIDENTIAL LOT. THE BUILDER SHALL SUBMIT A MITIGATION FEE TO THE TOWN OF FLOWER MOUND PRIOR TO ISSUANCE OF BUILDING PERMIT. THERE SHALL BE A \$375 CHARGE FOR EACH PROTECTED TREE REMOVED. 36 SPECIMEN TREE MITIGATION DEBITS + 2 PROTECTED TREE MITIGATION DEBITS = 38 TOTAL DEBITS 38 X \$375 = \$14,250 MITIGATION FEE
3.



1/27/2022

The John R. McAdams
Company, Inc.
(DBA, G&A | McAdams)
111 Hillside Drive
Lewisville, Texas 75057
972.436.9712
201 County View Drive
Roanoke, Texas 76262
940.240.1012
TBP#: 19762 TBP#: 10194440
www.gacon.com
www.mcadamsco.com



McADAMS

5012 CASTELLANO COURT
Lot 19, Block E
MONTALCINO ESTATES PHASE II
1.001 Acres
TOWN OF FLOWER MOUND
DENTON, TEXAS

TREE CHARTS

Drawn By: VC
Date: 05/07/2021
Scale:
Revisions:
10/12/2021
12/29/2021
01/27/2022

2021310398

Town Council Future Agenda Items



SCHEDULED	3/7/2022	Consent	Consider approval of a Construction Agreement with Four Star Excavating for the Hillside Water Line Connection project, in the amount of \$197,687.50; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of a Professional Services Agreement with Parkhill, for the design phase services associated with the Chinn Chapel Soccer Complex Drainage Improvements project, in the amount of \$53,700.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of a Professional Services Agreement with The Rios Group, for subsurface utility engineering services associated with the Timber Creek Water and Sewer Replacements project, in the amount of \$24,300.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of a Professional Services Agreement with Kimley-Horn and Associates, Inc., for the design phase services associated with the FM2499 at FM407 Intersection Improvements project, in the amount of \$298,550.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of a First Amendment to the Professional Services Agreement with Pacheco Koch Consulting Engineers, LLC (successor in interest to Pacheco Koch Consulting Engineers, Inc.), for the design phase services associated with the Timber Creek Water Line Replacement Phase 1 project, to increase the design fee by \$75,085.00; and authorization for the Mayor to execute same on behalf of the Town .
		Consent	Consider approval of a Construction Agreement with Quick Set Concrete for the Grand Park (2020-21 Playground Replacements) project, in the amount of \$94,912.20; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of a Resolution authorizing the Town Manager to execute global opioid settlement documents, and adopting the Texas term sheet.
		Consent	Consider approval of an ordinance amending Appendix A "Fee Schedule" to update Library fees.
		Presentation	Environmental Conservation Commission Update
		Presentation	Texas Municipal Library Directors Association (TMLDA) "Achievement of Library Excellence" Award
		Regular	Public Hearing to consider an ordinance amending the zoning (Z21-0009-Flower Mound Ranch Prairie Vista) from Interim Holding (IH) uses to Single Family-Estate (SF-E) uses. The property is generally located north of Cross Timbers Road and east of U.S. Hwy. 377. (P&Z recommended approval/denial by a vote of 0 to 0 at its February 28, 2022, meeting.)

SCHEDULED	3/7/2022	Regular	Public Hearing to consider an ordinance amending the zoning (ZPD21-0012 - Windhaven Assisted Living PD Amendment) to amend Planned Development District-173 (PD-173) with Agricultural District (A) uses and a nursing or congregate care facility, with certain waivers, exceptions and modifications to the Code of Ordinances. The property is generally located south of Cross Timbers Road and west of Auburn Drive. (P&Z recommended approval/denial by a vote of 0 to 0 at its February 28, 2022, meeting.)
		Regular	Public Hearing to consider an ordinance amending the zoning (Z22-0001 – Flower Mound Woods Block D, Lots 3R & 4R) from Planned Development District-173 (PD-173) with Agricultural District (A) uses and a nursing or congregate care facility to Single Family District-15 (SF-15) uses. The property is generally located north and west of Nan Lane and Alberta Lane. (P&Z recommended approval/denial by a vote of 0 to 0 at its February 28, 2022, meeting.)
		Regular	Public Hearing to consider an ordinance for rezoning (MU21-0003 – Lakeside Village) to amend Mixed Use District-1 (MU-1) to amend certain development standards related to Character Zone Standards, Open Space Standards, Parking Standards, Architectural and Building Standards, and Signage Standards in the Lakeside Village Development Code. The property is generally located west of Long Prairie Road along both sides of Lakeside Parkway. (P&Z recommended approval/denial by a vote of 0 to 0 at its February 28, 2022, meeting.)
		Regular	The second of two Public Hearings to review Chapter 50, Article III, “Offenses regarding Minors,” Division 2, “Curfew.”
		Regular	Consider a Site Plan (SP21-0009 – Doctor’s Urgent Care) to develop a medical office, with a request for a deviation to computing parking and loading requirements pursuant to Section 82-73 of the Code of Ordinances, a partial exception to Section 82-302, Compatibility buffer of the Code of Ordinances and a waiver to Architectural Standards in the Town’s Urban Design Plan for roof pitch. The property is generally located east of Long Prairie Road and north of Forest Vista Drive. (P&Z recommended approval/denial by a vote of 0 to 0 at its February 28, 2022, meeting.)
		Regular	Public Hearing to consider an ordinance for rezoning (ZPD21-0011 – Townlake Phase Five & Six) from Agricultural District (A) to Planned Development District No. 187 (PD-187) for a cluster development with certain modifications and exceptions to the Code of Ordinances. The property is generally located south of Cross Timbers Road and east of Scenic Drive. (ECC recommended approval of the Open Space Management Plan by a vote of 6 to 0 at its February 1, 2022, meeting.) (P&Z recommended approval/denial by a vote of 0 to 0 at its February 28, 2022, meeting.)
		Regular	Public Hearing to consider an application for a tree removal permit (TRP21-0036) for forty-seven (47) specimen trees on property proposed for development as Townlake Phase Five & Six residential development. The property is generally located south of Cross Timbers Road and east of Scenic Drive. (The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its February 1, 2022, meeting).
	3/21/2022	Consent	Oak Street Lift Station & Force Main - Testing Award
		Consent	Morriss Road Water Line Phase III - Construction Award

SCHEDULED	3/21/2022	Consent	Consider approval of the Annual Comprehensive Financial Report (ACFR) for the fiscal year ended September 30, 2021.
		Consent	City Works Migration and Implementation Services
		Presentation	Book presentation by Tarrant County Clerk (Tarrant County 2020 Coronavirus Pandemic Book).
		Presentation	Proclamation and presentation of Hometown Hero-Austin McDaniel
		Presentation	School Liaison Committee Update
		Regular	Public Hearing to consider an ordinance granting Specific Use Permit No. 472 (SUP21-0005 – Bosco Boat Dealership) to permit inclusion of Retail, general (outdoors) use for a boat dealership within an existing car dealership facility. The property is generally located south of Justin Road and east of Stone Hill Farms Parkway. (P&Z recommended approval with conditions by a vote of 6 to 0 at its December 13, 2021, meeting.) (At the Applicant's request, Town Council tabled this item to its March 21, 2022, meeting by a vote of 5 to 0.)
	4/4/2022	Consent	Morriss Road Water Line Phase III - Testing Award
	4/18/2022	Presentation	Community Development Corporation and Parks Board Update
	5/16/2022	Presentation	Transportation Commission Update
	5/18/2022	Consent	Placeholder: Canvass May 7 election
	6/16/2022	Presentation	All Together Flower Mound Commission Update
	6/20/2022	Presentation	Veterans Liaison Board Update