

AGENDA

FLOWER MOUND TOWN COUNCIL REGULAR MEETING

5/2/2022

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

6:00 P.M.

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

Please silence all electronic devices in Jody Smith Hall

Comments regarding any agenda item can be sent to the Town Council by emailing towncouncil@flower-mound.com

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."

Troop 451 to lead the pledges

D. PRESENTATIONS

1. Proclamation and presentation of Hometown Hero-Jordyn Carlson
2. Mental Health Proclamation
3. Apraxia Proclamation
4. Parks Board and Community Development Corporation (CDC) update

E. PUBLIC COMMENT

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

In accordance with the Texas Open Meetings Act, the Town Council is restricted from discussing or acting on items not listed on the agenda.

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, and times may be adjusted by the mayor
- Speakers must address their comments to the Town Council
- Please state your name and address when speaking

F. ANNOUNCEMENTS

1. Announcements from the mayor and council members

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G. TOWN MANAGER'S REPORT

Update and discussion on:

1. Website redesign
2. Capital Improvement Project map

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. The regular meeting has been rescheduled from Monday, May 16, to Tuesday, May 17, in order to canvass the election.

J. CONSENT ITEMS

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

1. Minutes 4/18- Consider approval of the minutes from a regular meeting of the Town Council held on April 18, 2022.
2. Minutes 4/21- Consider approval of the minutes from a work session of the Town Council held on April 21, 2022.
3. Dunham Lease Agreement- Consider Approval of a Farm Lease Agreement between the Town of Flower Mound and the Wayne Haynes Estate for the lease of Town Property located at 10300 Dunham Road; and authorize the Mayor to execute same on behalf of the Town.
4. Elite Chef Competition- Consider approval of the consumption of alcoholic beverages at the Flower Mound Senior Center during the SIM Auxiliary's Elite Chef Competition fundraiser.
5. Inflow-Infiltration Monitor & Analysis- Consider approval of the Professional Services Agreement with RJN Group, Inc., for Flow Monitoring and Analysis associated with the Inflow and Infiltration project, in the amount of \$90,496.00; and authorization for the Mayor to execute same on the behalf of the Town.
6. Vehicle Purchase - Public Works- Consider approval of the purchase of one 2023 Ford F750 Regular Cab 31k GVWR Dump Truck per Town of Flower Mound Specifications and Vendor Quote from Sam Pack's Five Star Ford for Public Works in the amount of \$85,762.06.
7. Charter Service Agreement- Consider approval of a Charter Service Agreement with Durham School Services, L.P., in the amount of \$35,500 to provide shuttle buses for various special events and the day camp program; and authorization for the Mayor to execute same on behalf of the Town.
8. 2499@3040 Intersection Design Amend1- Consider approval of a First Amendment to the Professional Services Agreement with CP&Y, Inc., for the design phase services associated with the FM 2499 at FM 3040 Intersection Improvements project, to increase the design fee by \$23,960.00; and authorization for the Mayor to execute same on behalf of the Town.

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K. REGULAR ITEMS

9. Sunset Boulevard Partners - Chapter 380- Public Hearing to consider approval of a Chapter 380 with Sunset Boulevard Partners, LLC (SBP), at 3301 Sunset Boulevard, for the economic development of Flower Mound, and authorization for the Mayor to execute same on behalf of Town.
10. DP21-0008 - Oakbridge Crossing- Consider a request for a Development Plan (DP21-0008 – Oakbridge Crossing) to develop a residential subdivision. The property is generally located east of Long Prairie Road and north of Spinks Road. (PZ recommended approval by a vote of 6 to 0 at its April 25, 2022, meeting.)
11. ZPD21-0013 - Orchard Flower- Public Hearing to consider an ordinance for rezoning (ZPD21-0013 – Orchard Flower) to amend Planned Development No. 120 (PD-120) with Single-Family District-5 (SF-5) and Retail District-2 (R-2) uses, to modify the conceptual plans and elevations for the non-residential portion and modify the development standards, with an amendment to the previously approved exception to Sec 82-303 for the compatibility setback, and with certain modifications and exceptions to the Code of Ordinances. The property is generally located at the northwest corner of Flower Mound Road and Old Orchard Lane. (PZ tabled this item to a date uncertain by a vote of 6 to 0 at its December 13, 2021, meeting.) (PZ recommended approval by a vote of 6 to 0 at its April 25, 2022, meeting.)

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

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- d. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, hospitality projects, and performance related to certain incentive agreements.
- e. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the Town Manager.
- f. Discuss and consider appointment of an additional Alternate Municipal Court Judge, including job duties and responsibilities, and all matters incident and related thereto.

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: April 29, 2022, at 9:30 a.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. Additional time limits will be provided to members of the public that need to address the Town Council through a translator.



TOWN COUNCIL AGENDA ITEM NO. 1

CONSENT ITEM

DATE: May 2, 2022

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council held on April 18, 2022.

BACKGROUND INFORMATION: The Town Council held a regular meeting on April 18, 2022.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes 4/18

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

FLOWER MOUND TOWN COUNCIL MEETING OF APRIL 18, 2022**PAGE 1**

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 18TH DAY OF APRIL 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
Matt Hotelling	Senior Engineering Transportation Manager
Chuck Jennings	Director of Parks and Recreation
Julie Taylor	Director of Treasury Operations
Ray Watson	Director of Economic Development
Melody Eby	Economic Development Specialist

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 Jerry Cole 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)
1.	James Sherman, 2100 Beachview Dr	Estuary Pointe
2.	Gary Rowan, 5104 Knights Ct	Estuary Pointe
3.	Tim Whisenant, 2300 Olympia Way	Do we have soot problem?
5.	Paul Stone, 1868 Meyerwood	Police; Ethics
6.	Emily Chang, 1705 Deer Path*	Estuary Pointe (opposition)

**indicated do not wish to speak*

E. ANNOUNCEMENTS

Councilmember Martin announced *The Friends of the Library* book sale this weekend.

Councilmember Schiestel reported that the 4/21 work session will include a discussion on the topics of trails & bikeways, Cross Timbers Conservation Development District, and a Tennis Center feasibility study. He encouraged the public to share their thoughts on those topics.

Councilmember Engel announced early voting information for the May 7 election.

Mayor Pro Tem Bumgarner announced a low cost pet vaccination clinic will be held this Saturday.

Deputy Mayor Pro Tem Sharma announced the *Keep Flower Mound Beautiful* trash off event is scheduled for April 23.

Mayor France expressed thanks to Triestch United Methodist Church, the Summit Club, The Women of Flower Mound, and the Police Department for their role in the sunrise service on The Mound.

F. TOWN MANAGER'S REPORT

Mr. Childers provided an update on the following projects:

1. Capital improvement projects:
 - Pink Evening Primrose trail connector
2. Economic Development projects
 - Retail and restaurant survey
 - 2021 Economic Incentives Report
3. Operational updates
 - No report

G. FUTURE AGENDA ITEMS

1. There were no future agenda item request.

H. COORDINATION OF CALENDARS

1. A work session is scheduled for Thursday, April 21
2. A regular meeting is scheduled for Monday, May 2

Mayor France confirmed that all Councilmembers will be present at the above referenced meetings.

I. CONSENT ITEMS

1. Consider approval of the minutes from a regular meeting of the Town Council held on April 4, 2022.
2. Consider approval of an ordinance amending Chapter 38 of the code of ordinances, entitled "Fire Prevention and Protection" to provide for adoption of the International Fire Code, 2021 edition and local amendments thereto.

ORDINANCE NO. 23-22

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 38 OF THE CODE OF ORDINANCES, ENTITLED "FIRE PREVENTION AND PROTECTION" TO PROVIDE FOR ADOPTION OF THE INTERNATIONAL FIRE CODE, 2021 EDITION AND LOCAL AMENDMENTS THERETO; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

3. Consider approval of an ordinance amending Chapter 14, "Buildings and Building Regulations," Article VI, of the Code of Ordinances of the Town of Flower Mound, to provide for the adoption of the International Building Code, 2021 edition, and local amendments thereto.

ORDINANCE NO. 16-22

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 14, "BUILDINGS AND BUILDING REGULATIONS," ARTICLE II, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TO PROVIDE FOR THE ADOPTION OF THE 2021 EDITION OF THE INTERNATIONAL BUILDING CODE AND LOCAL AMENDMENTS THERETO; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

4. Consider approval of an ordinance amending Chapter 14, "Buildings and Building Regulations," Article VI, of the Code of Ordinances of the Town of Flower Mound, to provide for the adoption of the International Residential Code, 2021 edition, and local amendments thereto.

ORDINANCE NO. 17-22

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 14, "BUILDINGS AND BUILDING REGULATIONS," ARTICLE XIV, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TO PROVIDE FOR ADOPTION OF THE INTERNATIONAL RESIDENTIAL CODE, 2021 EDITION, AND LOCAL AMENDMENTS THERETO; PROVIDING THAT THE BOARD OF ADJUSTMENT SHALL BE THE BOARD OF APPEALS FOR PURPOSES SET OUT HEREIN; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

5. Consider approval of an ordinance amending Chapter 14, "Buildings and Building Regulations," Article VI, of the Code of Ordinances of the Town of Flower Mound, to provide for the adoption of the International Energy Conservation Code, 2021 edition, and local amendments thereto.

ORDINANCE NO. 18-22

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 14, "BUILDINGS AND BUILDING REGULATIONS," ARTICLE XV, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TO PROVIDE FOR ADOPTION OF THE INTERNATIONAL ENERGY CONSERVATION CODE, 2021 EDITION, AND LOCAL AMENDMENTS THERETO; PROVIDING THAT THE BOARD OF ADJUSTMENT SHALL BE THE BOARD OF APPEALS FOR PURPOSES SET OUT HEREIN; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

6. Consider approval of an ordinance amending Chapter 14, "Buildings and Building Regulations," Article VI, of the Code of Ordinances of the Town of Flower Mound, to provide for the adoption of the International Plumbing Code, 2021 edition, and local amendments thereto.

ORDINANCE NO. 19-22

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 14, "BUILDINGS AND BUILDING REGULATIONS," ARTICLE III, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TO PROVIDE FOR ADOPTION OF THE INTERNATIONAL PLUMBING CODE, 2021 EDITION, AND THE INTERNATIONAL FUEL GAS CODE, 2021 EDITION AND LOCAL AMENDMENTS THERETO; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

7. Consider approval of an ordinance amending Chapter 14, "Buildings and Building Regulations," Article VI, of the Code of Ordinances of the Town of Flower Mound, to provide for the adoption of the International Mechanical Code, 2021 edition, and local amendments thereto.

ORDINANCE NO. 20-22

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 14, "BUILDINGS AND BUILDING REGULATIONS," ARTICLE IV, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TO PROVIDE FOR ADOPTION OF THE INTERNATIONAL MECHANICAL CODE, 2021 EDITION, AND LOCAL AMENDMENTS THERETO; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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8. Consider approval of an ordinance amending Chapter 14, "Buildings and Building Regulations," Article VI, of the Code of Ordinances of the Town of Flower Mound, to provide for the adoption of the International Swimming Pool and Spa Code, 2021 edition, and local amendments thereto.

ORDINANCE NO. 21-22

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 14, "BUILDINGS AND BUILDING REGULATIONS," ARTICLE VI, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TO PROVIDE FOR ADOPTION OF THE INTERNATIONAL SWIMMING POOL AND SPA CODE, 2021 EDITION, AND LOCAL AMENDMENTS THERETO; PROVIDING THAT THE BOARD OF ADJUSTMENT SHALL BE THE BOARD OF APPEALS FOR PURPOSES SET OUT HEREIN; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

9. Consider approval of the purchase of unleaded and diesel fuels through an existing Interlocal Agreement with Tarrant County, in the estimated annual amount of \$832,000.
10. 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 and No. 05-22 for adjustments to the General Fund, Library Development Fund, and Vehicle and Equipment Replacement Fund.

ORDINANCE NO. 22-22

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 and NO. 05-22, BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL FUND, LIBRARY DEVELOPMENT FUND, AND VEHICLE AND EQUIPMENT REPLACEMENT 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.

11. Consider approval of Amendment No. 4 to the Fiscal Year 2021-2022 Capital Improvement Program.

Deputy Mayor Pro Tem Sharma moved to approve by consent Items 1 - 11, 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.

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

12. Consider approval of the Best Value Bid Nos. 2022-31-A (Northwest), 2022-32-A (Southeast), 2022-33-A (Southwest & Twin Coves Park) and 2022-34-A (Northeast) Landscape Maintenance Program to BrightView Landscape Services at the unit prices bid, in the estimated annual amount of \$1,144,509.70; and authorize the Mayor to execute same on behalf of the Town.

Staff Presentation

Mr. Jennings provided background information about the purpose of the contract and associated services.

and he responded to questions or comments from Council regarding:

- If the amount is a not to exceed amount

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

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

13. Consider approval of a resolution approving and authorizing publication of notice of intention to issue Certificates of Obligation, Series 2022, in the principal amount not to exceed \$8,800,000, for the purpose of paying for waterworks and sewer system improvements.

Staff Presentation

Ms. Taylor provided background information and introduced John Martin, Hilltop Securities.

Mr. Martin pointed out:

- Bond sale schedule
- Market update
- AAA rating

and she, or Mr. Martin, responded to questions or comments from Council regarding:

- Possible unfavorable market situation
- Clarification regarding the purpose of the item

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

RESOLUTION NO. 05-22

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

FLOWER MOUND TOWN COUNCIL MEETING OF APRIL 18, 2022**PAGE 7****VOTE ON MOTION:***Motion passed***AYES: SCHIESTEL, SHARMA, BUMGARNER, ENGEL, MARTIN****NAYS: NONE**

14. Public Hearing to consider an ordinance amending the zoning (ZPD21-0014 – Cross Timbers Business Park) from Interim Holding (IH) and Agricultural District (A) to Planned Development District No.188 (PD-188) with Campus Industrial and Industrial District-2 uses including a Comprehensive Sign Package, an exception to Section 82-302, Compatibility buffer, of the Code of Ordinances and with certain other waivers, exceptions and modifications to the Code of Ordinances, subject to the terms and conditions in the attached Development Agreement and authorization for the Mayor to execute same on behalf of the Town after approval of the terms by the Town Attorney. The property is generally located north of Cross Timbers Road and west of U.S. Highway 377. (P&Z recommended denial by a vote of 6 to 0 at its April 11, 2022, meeting.)
15. Public Hearing to consider an application for a tree removal permit (TRP21-0038) for one (1) specimen tree on property proposed for development as Cross Timbers Business Park. The property is generally located north of Cross Timbers Road and west of US 377. (The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its February 1, 2022, meeting).

Staff Presentation

Ms. Murphy gave a presentation for items 14 and 15 identifying or noting:

- General and detailed location
- Land use and zoning
- Overall concept plan (263 acres)
- Site photos
- Conceptual site plan
- Modifications (proposed)
 - Building reconfiguration
 - Sign package
 - Additional height
- Additional standards (truck stacking analysis, signage, and light pollution)
- Conceptual elevations, landscape plan, tree plan

and she responded to questions or comments from Council regarding:

- Traffic flow

Kendra Stephenson, representing the landowner, recited a statement from the landowner.

Brad Cooper and Will Munding, Crow Holdings Industrial

Mr. Cooper or Mr. Munding gave a presentation identifying or noting:

- AISD presentation (video excerpt)
- Business Park and retention
- Property is Master planned
- Land use plan
- Thoroughfare plan
- Neighborhood adjacency

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- Evolution of the plan
- Lakeside Business District analysis
- Modifications and exceptions requested
- Building height
- Site renderings
- Neighborhood concern: buffering and appearance; traffic, truck stacking
- Community benefits
- Economic impact and timeline
- Video of site plan, and renderings
- Background information

and they responded to questions from Council regarding:

- Building height
- What changes have been made in response to resident feedback
- Anticipated tree growth
- Noise and pollution study
- Bike lanes
- Material handling equipment
- Traffic counts
- Other use possibilities
- Traffic light

Town Council recessed at 7:55 p.m. and reconvened at 8:03 p.m.

Mayor France opened the Public Hearing for items 14 and 15 at 8:05 p.m.

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

	Name and Address	City/Town	Support	Opposition
1.	Tom Clark, 8704 Baltusrol Dr			X
2.	Mitzi Rodriguez, 11304 Misty Ridge Dr			X
3.	Brian Taylor, 6909 Broomsedge Dr			X
4.	Jerry Brown, 11324 Bull Head Ln			X
5.	Tayton Morgan, 6409 Whiskerbrush			X
6.	Lynne Gwinn, 6620 Roughleaf Ridge			X
7.	Victor Worley, 11612 Little Elm Creek			X
8.	Candice Pettit, 11359 Gable Cir			X
9.	Nate Bryan, 6978 Basket Flower			X
10.	Debbie Worley, 11612 Little Elm Creek			X
11.	Chris Drew, 5209 Ravine Ridge Ct			X
12.	Stacie Bambauer, 6928 Basket Flower			X
13.	Melanie Bostick, 11383 Misty Ridge			X
14.	Dan Klemetsen, 6925 Basket Flower Rd			X
15.	Caleb Barfield, 11382 Misty Ridge Dr			X
16.	Dan Andrade, 6625 Elderberry Way			X
17.	Joshua Bostick, 11383 Misty Ridge Dr			X

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	Name and Address	City/Town	Support	Opposition
18.	Dennis Byington, 6605 Elderberry Way			X
19.	Claudia Munoz, 11604 Slumber Falls Dr			X
20.	Allison, Flener, 6617 Roughleaf Ridge Rd			X
21.	Cindy Clark, 8704 Baltusrol			X
22.	Nick Kinner, 5224 Ravine Ridge Ct			X
23.	Chris Withrow, 11490 Misty Ridge			X
24.	David Pluss, 11459 Misty Ridge Dr **			X
25.	Angelo Lombardo, 6901 Broomsedge Dr			X
26.	Annie Lombardo, 6901 Broomsedge Dr			X
27.	Craig Morrow, 4508 Tour 18 Dr **			X
28.	Laverne Amsterdam, 5705 Pine Valley			X
29.	Raja Pentokota, 113 Misty Ridge Dr			X
30.	Austin Cartlidge, 11601 Slumber Falls			X
31.	Alyssa Francis, 8109 Firestone Dr			X
32.	Michael Allen, 11621 Cedar Grove			X
33.	Lauren Goodman, 7017 Broomsedge	Not indicated		X
34.	Avery Goodman, 7017 Broomsedge	Not indicated		X
35.	Todd Bayuk, 10845 Pedernales Falls Dr	Not indicated		X
36.	Nick Reynolds, 1205 8th St	Argyle		X
37.	Aaron Zamora, 7120 Elk Springs Dr	Argyle		X
38.	John Leonard, 11500 Antler Ridge Way	Argyle		X
39.	Katrina Stauffer, 7000 Hickory Falls Dr	Argyle		X
40.	Christa Call Wilson, 10612 Smoky Oak Trl	Argyle		X
41.	Pat Aistrup, 6641 Elderberry Way	Argyle		X
42.	Dave Aistrup, 6641 Elderberry Way	Argyle		X
43.	Lee Epperson, 321 Creekside Trl	Argyle		X
44.	Andrew Hering, 1016 Lamp Post Ln	Argyle		X
45.	Matthew Slaton, 2001 Winthrop Hill Rd	Argyle		X
46.	Lori Varnell, 10841 Pedernales Falls Dr	Argyle		X
47.	Kammie Leonard, 11500 Antler Ridge Way	Argyle		X
48.	Kenzie Leonard, 11500 Antler Ridge Way	Argyle		X
49.	Karlie Leonard, 11500 Antler Ridge Way	Argyle		X
50.	Stacey Leonard, 11500 Antler Ridge	Argyle		X
51.	Paula Cuva, 11409 Antler Ridge Wat	Argyle		X
52.	Peter Huff, 11413 Antler Ridge Wat	Argyle		X
53.	Merlin House, 921 Uplands Dr **	Argyle		X
54.	Eric Jensen, 6209 Savannah Oak Trl	Argyle		X
55.	Stacey Leonard, 11500 Antler Ridge Way	Argyle		X
56.	Laura Forster, 6421 Dolan Falls Dr	Northlake		X
57.	Kristin Anderson, 1428 Westview Ln	Northlake		X
58.	Rena Hardeman, address not provided	Northlake		X
59.	Deborah Dallas, 105 Big Sky Circle	Northlake		X
60.	Alex Pisciotto, 3716 Water Mill Way	Northlake		X
61.	Dan Irwin, 1513 West Bourrough Dr	Northlake		X
62.	Kim Pisciotto, 3716 Water Mill Way	Northlake		X
63.	Mazin Shukri, 3620 Water Mill Way	Northlake		X
64.	Vanisha Simha, 3220 Willowbrooke	Northlake		X
65.	Kathy Nielsen, 12094 Joyce Ln	Roanoke		X

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	Name and Address	City/Town	Support	Opposition
66.	Robert Wilson, 10612 Smoky Oak Trl *	Argyle		X
67.	Lynne Greene, 6347 Cedar Sage Trl *		Not indicated	
68.	Allison Mosely, 10925 Smoky Oak Trl *		Not indicated	
69.	Lauren Rossi, 10924 Smoky Oak Trl *		Not indicated	
70.	Kathy Thomas, 6384 Prairie Brush Trl *		Not indicated	
71.	Jeff Mosley, 10925 Smoky Oak Trl *		Not indicated	
72.	Earlier Thomas, 10613 Smoky Oak Trl *		Not indicated	
73.	James W Saxon, 5113 High Ridge Trl *	Roanoke	Not indicated	
74.	Sharilyn Wilken, 11620 Cedar Grove *	Roanoke	Not indicated	
75.	Khalid Tonati, 4833 Long Pond Trl *			X
76.	Meryen Chouaref, 4833 Long Pond Trl *			X
77.	Sumanth Smallya, 11462 Misty Ridge Dr *			X
78.	Pooja Keskar, 11462 Misty Ridge Dr *			X
79.	Rajesh Hatarajan, 5008 High Ridge Trl *			X
80.	Edward Luhman, 11612 Slumber Falls Rd *			X
81.	Abigail Gwinn, 6620 Roughleaf Ridge Rd *			X
82.	Shiva Kumal Julakanti, 11508 Misty Ridge Dr *			X
83.	Heather Luhman, 11612 Slumber Falls Dr *			X
84.	Mark Faust, 6363 Prairie Brush Trl *			X
85.	Judith Faust, 6363 Prairie Brush Trl *			X
86.	Jason & Emily Orme, 6508 Elderberry Way *			X
87.	Amy S Estes, 4614 Spruce St *			X
88.	Thomas Cochrane, 4614 Spruce St *			X
89.	Indira Piyadarshini Kakarle, 6629 Elderberry Way*			X
90.	Nanda Gopel Akarapu, 6629 Elderberry Way *			X
91.	Catherine Davis, 6379 Prairie Brush Trl *			X
92.	Rebecca Nichols, 11378 Misty Ridge Dr *			X
93.	Mohana Rao, Kandula Jagan, 6432 Prairie Brush Trl *			X
94.	Scott Stem, 6601 Roughleaf Ridge Rd *			X
95.	Lakshimi Mahankali, 7105 Antelope Dr *			X
96.	Hari Kattanudi, 7105 Antelope Dr *			X
97.	Sai Prasad Mukala, 7117 Antelope Dr *			X
98.	Manasa Mukala, 7117 Antelope Dr *			X
99.	Vijaya Kunala, 7113 Antelope Dr *			X
100.	Nagendra Challa, 7113 Antelope Dr *			X
101.	Suprit Pattanatak, 7116 Elk Spring Dr *			X
102.	Sasmita Pattanatak, 7116 Elk Spring Dr *			X
103.	Suman Mukka, 7108 Elk Springs Dr *			X
104.	Swetha Nooka, 7108 Elk Springs Dr *			X
105.	Cheryl Moore, 1900 Tennyson Dr *			X
106.	Emily Allen, 6624 Roughleaf Ridge Rd *			X
107.	Lerah Martin, 11362 Gable Cir *			X
108.	Ruth Angel, 11300 Dusty Trail Ct *			X
109.	Amanda Hodges, 11335 Gable Cir *			X
110.	Lori Haug, 4904 Long Pond *			X
111.	Shrijan Shrestha, 11355 Misty Ridge Way *			X
112.	Robert Haug, 4904 Long Pond Trl *			X

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	Name and Address	City/Town	Support	Opposition
113.	Barbara Hill, 3316 Pecan Park Dr *			X
114.	Kim & Michael Navarro, 6308 Cedar Sage Trl *			X
115.	Nate Hodges, address not provided *			X
116.	Tracy Sealy, 6408 Prairie Brush Trl *			X
117.	Jodi Sealy, 6408 Prairie Brush Trl *			X
118.	Kory Sealy, 6408 Prairie Brush Trl *			X
119.	Megan Sealy, 6408 Prairie Brush Trl *			X
120.	Nicole Allen, 11504 Feather Reed Rd *			X
121.	Eric D Hermann, 10858 Smoky Oak Trl *			X
122.	Jereme Gossett, 6321 Willow Ridge Trl *			X
123.	Allison Gossett, 6321 Willow Ridge Trl *			X
124.	Amy Morones, 4065 Bordeaux Cir *			X
125.	Sam Smith, 11213 Bull Head Ln *			X
126.	Sonny Gann, 11616 Cedar Grove *			X
127.	Alicia Dznrenko, 6604 Elderberry Way *			X
128.	Erika Klemetsen, 6925 Basket Flower Rd *			X
129.	James Wilson, 6221 Savannah Oak Trl *			X
130.	Liz Morrow, 4508 Tour 18 *			X
131.	Mia Aldridge, 6201 Whiskerbrush Rd *			X
132.	Rod Aldridge, 6201 Whiskerbrush Rd *			X
133.	Mark Flores, 6312 Crossvine Trl *			X
134.	Brenda Flores, 6312 Crossvine Trl *			X
135.	Robert Giangliulio, 6312 Cedar Sage Trl *			X
136.	Jackie Giangliulio, 6312 Cedar Sage Trl *			X
137.	James Larza, 11371 Bull Head Ln *			X
138.	Emily Valdez, 6517 Elderberry Way *			X
139.	Cheryl Moore, 1900 Tennyson Dr *			X
140.	Aaron Young, 10920 Falling Leaf Trl *			X
141.	Bryan Kanthack, 6358 Prairie Brush Trl *			X
142.	Gregory Amsterdam, 5705 Pine Valley *			X
143.	Nikki Whitacre, 6921 Basket Flower Rd *			X
144.	Todd Whitacre, 6921 Basket Flower Rd *			X
145.	Dorinda Kanthack, 6958 Prairie Brush Trl *			X
146.	Bill Hasten, 11701 Slumber Falls Dr *			X
147.	Katherine/Glade Oliverson, 6366 Prairie Brush Trl*			X
148.	Stacey Langley, 800 Carter Ct *			X
149.	Yogeesha Kokkapuni, 6562 Wooded Falls Trl *			X
150.	Jayashree Yogeesha, 6562 Wooded Falls Trl *			X
151.	Kelli Rain, 11508 Feather Reed Rd *			X
152.	Joann Frazier, 5705 Pine Valley *			X
153.	Debbie Loniewsky, 11371 Misty Ridge Dr *			X
154.	Don Doyle, 11466 Misty Ridge Dr *			X
155.	Angel Guieb, 1536 Twistleaf Rd *			X
156.	Stacy Pace, 11609 Cedar Dr *			X
157.	Samantha Hart, 1524 Rustic Timbers *			X
158.	Linda Hooper, 4609 Largo Dr *			X
159.	Russell Blair, 9124 Caddo Trl *			X

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	Name and Address	City/Town	Support	Opposition
160.	Lorie Blair, 9124 Caddo Trl *			X
161.	Joseph Valdez, 6517 Elderberry Way *			X
162.	Pati Gann, 11616 Cedar Grove *			X
163.	Dawn Wilson, 6221 Savannah Oak Trl *			X
164.	Ryan Wilson, 6221 Savannah Oak Trl *			X
165.	Rachal Capulli, 6916 Broomsedge Dr *			X
166.	Eleanor Drew, 5209 Ravine Ridge Ct *			X
167.	Tiffany Drew, 5209 Ravine Ridge Ct *			X
168.	Heather Hofer, 11566 Berry Creek Ct *			X
169.	Karen Andrade, 6625 Elderberry Way *			X
170.	Mykeall Shepherd, 6559 Dolan Falls Dr *			X
171.	Matt Shepherd, 6559 Dolan Falls Dr *			X
172.	Sarah Howell, 6555 Dolan Falls Dr *			X
173.	Scott Howell, 6555 Dolan Falls Dr *			X
174.	Gregory Catrett, 10816 Pedernales Falls Dr *			X
175.	Barbara Catrett, 10816 Pedernales Falls Dr *			X
176.	Sean Stewart, 5313 Castellan Ct *			X
177.	Lulu Stensrud, 5232 Ravine Ridge Ct *			X
178.	Carolyn Stensrud, 5232 Ravine Ridge Ct *			X
179.	Jason Robbins, 5201 Ravine Ridge Ct *			X
180.	Shannon Robbins, 5201 Ravine Ridge Ct *			X
181.	Carolyn Glover, 6209 Savannah Oaks Trl *			X
182.	April Weisster, 4057 Bordeaux Cir *			X
183.	Danielle Barfield, 11382 Misty Ridge Dr *			X
184.	Lori Villalon-Arriaga, 10913 Smoky Oak Trl *			X
185.	Karyssa Rivera, 10913 Smoky Oak Trl *			X
186.	Joshua Rivera, 10913 Smoky Oak Trl *			X
187.	Tracey Villalon-Arriaga, 10913 Smoky Oak Trl *			X
188.	Karin Hargrove, 6713 Canyon Oak Ct *			X
189.	Maria Brown, 6709 Canyon Oak Ct *			X
190.	Holly McKinney, 4709 Valley Park Cir *			X
191.	Gregorio Ybarra, 11358 Bull Head Ln *			X
192.	Donna Perrin, 1509 Twistleaf Rd *			X
193.	Richard Perrin, 1509 Twistleaf Rd *			X
194.	Yanco Samano, 11313 Dusty Trail Ct *			X
195.	Cecelia Samano, 11313 Dusty Trail Ct *			X
196.	Sandy Gilster, 1601 Twistleaf *			X
197.	Miles Gilster, 1601 Twistleaf *			X
198.	William Gilster, 1601 Twistleaf *			X
199.	Kevin Gilster, 1601 Twistleaf *			X
200.	Eusesio Gonzalez, 6648 Roughleaf Ridge Rd *			X
201.	Ana Lizan de la Vega, 11351 Gable Cir *			X
202.	Victor de la Vega, 11351 Gable Cir *			X
203.	Tim Nalodka, 11375 Bull Head Ln *			X
204.	Krista Nalodka, 11375 Bull Head Ln *			X
205.	Farshad Bidanjiri, 4633 Windmill Ln *			X
206.	Annette Bummerlin, 11309 Bull Head Ln *			X
207.	Michele Carlson, 11325 Bull Head Ln *			X

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	Name and Address	City/Town	Support	Opposition
208.	Robert Carlson, 11325 Bull Head Ln *			X
209.	Carmen Hicks, 10855 Smoky Oak Trl *			X
210.	Scott Morgan, 6409 Whiskerbrush *			X
211.	Diana Mestas, 6224 Cupleaf Rd *			X
212.	Alyssa Francis, 8109 Firestone *			X
213.	Debra Van Horf, 6605 Roughleaf Ridge Rd *			X
214.	Bob Van Horf, 6605 Roughleaf Ridge Rd *			X
215.	Diane Wyshywaniuk, 6383 Prairie Brush *			X
216.	Ron Pennington, 5213 Ravine Ridge Ct *			X
217.	Pam Pennington, 5213 Ravine Ridge Ct *			X
218.	John Jobe, 11358 Misty Ridge *			X
219.	Michelle Jobe, 11358 Misty Ridge *			X
220.	Patrick Quinn, 6321 Savannah Oak Trl *			X
221.	Kip Harkness, 11305 Bull Head Ln *			X
222.	David Pruitt, 11359 Gable Cir *			X
223.	Josh Flener, 6617 Roughleaf Ridge Rd *			X
224.	Laura Brown, 11324 Bull Head Ln *			X
225.	Darcy Shelton, 11025 Longleaf Ln *			X
226.	Nicholas Shelton, 11025 Longleaf Ln *			X
227.	Denise Daliso, 11395 Misty Ridge Dr *			X
228.	Debra Harkness, 11305 Bull Head Ln *			X
229.	Anthony Daliso, 11395 Misty Ridge Dr *			X
230.	Christine Taylor, 6909 Broomsedge Dr *			X
231.	Steven Souders, 11374 Misty Ridge Dr *			X
232.	Jim Thomas, 6384 Prairie Brush Trl *			X
233.	Charleigh Harbison, 11021 Long Leaf Ln *			X
234.	Katey Harbison, 11021 Long Leaf Ln *			X
235.	Jeff Harbison, 11021 Long Leaf Ln *			X
236.	Katherine Davison, 11405 Winecup Rd *			X
237.	Andrew Webb, 6623 Dolan Falls Dr *			X
238.	Angela Webb, 6623 Dolan Falls Dr *			X
239.	Morgan Lindsey Wilstead, 10908 Autumn Leaf Ct *			X
240.	Marie Gonzalez, 6648 Roughleaf Ridge Rd *			X
241.	Alicia Lansberry, 11401 Winecup Rd *			X
242.	Rick Berns, 6612 Dolan Falls *			X
243.	Heidi Shultz-Berns, 6612 Dolan Falls *			X
244.	Evan Stock, 11800 Rue De Isabelle *			X
245.	Bret H Wilstead, 10908 Autumn Leaf Ct *			X
246.	Alex Cavazus, 6212 Leatherstem Rd *			X
247.	Ciro J Panico, 11617 Cedar Grove *			X
248.	Mary Panico, 11617 Cedar Grove *			X
249.	Coco Cavazos, 6212 Leatherstem *			X
250.	Julie Cavazos, 6212 Leatherstem *			X
251.	Tim Whisenant, 2300 Olympia #1484 *			X
252.	Michael S Allen, 11621 Cedar Grove *			X
253.	Sally Allen, 11621 Cedar Grove *			X
254.	Christie Fowler, 11116 Smoky Oak Ct *			X

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	Name and Address	City/Town	Support	Opposition
255.	Laurie Allain, 6953 Broomsedge Dr *			X
256.	Jeff Allain, 6953 Broomsedge Dr *			X
257.	Chris Vochoska, 6401 Prairie Brush Trl *			X
258.	Aidan Nalodka, 11375 Bull Head Ln *			X
259.	Sandra Hastings-Vochoska, 6401 Prairie Brush Trl *			X
260.	Henry *			X
261.	Anil Battepati, 6328 Crossvine Trl *	Argyle		X
262.	Jacob Morrell, 3208 Willowbrooke Dr *	Argyle		X
263.	Alex Gwinn, 6220 Roughleaf Ridge Rd *	Argyle		X
264.	Vishnu Lingala, 1505 Twistleaf *	Argyle		X
265.	Jeff & Dee Garncarz, 1020 Boxelder Trl *	Argyle		X
266.	Jamie Brady, 801 Swift Creek Rd *	Argyle		X
267.	Manas Jolapuram, 7105 Evergreen Ln *	Argyle		X
268.	Sandeep Manne, 6304 Cedar Sage Trl *	Argyle		X
269.	Jyothi Koppala, 1505 Twistleaf *	Argyle		X
270.	Manish Jain, 10905 Smoky Oak Trl *	Argyle		X
271.	Avika Jain, 10905 Smoky Oak Trl *	Argyle		X
272.	Nithya Devireddy, 6328 Crossvine Trl *	Argyle		X
273.	Doyamand Namidyala, 6301 Cedar Sage Trl *	Argyle		X
274.	Stacey Leonard, 11500 Antler Ridge Way *	Argyle		X
275.	Hunter Leonard, 11500 Antler Ridge Way *	Argyle		X
276.	Wendie Wilson, 282 Harvest Way *	Argyle		X
277.	Alice Bienveru, 1404 Tumbleweed Trl *	Argyle		X
278.	Jose Alonso, 11613 Antler Ridge Way *	Argyle		X
279.	LaCinda Shipley, 11704 Little Elm Creek Rd *	Argyle		X
280.	David Shipley, 11704 Little Elm Creek Rd *	Argyle		X
281.	Sandeeo Gangireddy, 10624 Smoky Oak Trl *	Argyle		X
282.	Andres Lillard, 6712 Elderberry Way *	Argyle		X
283.	Erica Gonzalez, 7009 Antelope Dr *	Argyle		X
284.	Pauline Lillard, 6712 Elderberry Way *	Argyle		X
285.	Diana Dillinger, 11038, Longleaf Ln *	Argyle		X
286.	Kelly Dillinger, 11038 Longleaf Ln *	Argyle		X
287.	Doris Ramundi, 1310 Rolling Acres *	Argyle		X
288.	Sandra Hasten, 11701 Slumber Falls *	Argyle		X
289.	Candace King Lewis, 11116 Aspen Leaf Dr *	Argyle		X
290.	Shilpa Pandey, 11562 Winecup Rd *	Argyle		X
291.	Gagan Paney, 11562 Winecup Rd *	Argyle		X
292.	Greggory Markham, 11017 Longleaf Ln *	Argyle		X
293.	Meghan, Markham, 11017 Longleaf Ln *	Argyle		X
294.	Jeffrey R Morris, 11018 Longleaf Ln *	Argyle		X
295.	Leslie K Morris, 11018 Longleaf Ln *	Argyle		X
296.	Robert Bryan, 10631 Smoky Oak Trl *	Argyle		X
297.	Diane Campbell, 6936 Basket Flower Rd *	Argyle		X
298.	Kelli Mitchell, 908 Uplands Dr *	Argyle		X
299.	Michael Longman, 7012 Antelope Dr *	Argyle		X
300.	Chris Mitchell, 908 Uplands Dr *	Argyle		X
301.	Jeffrey Hicks, 10855 Smoky Oak Trl *	Argyle		X

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	Name and Address	City/Town	Support	Opposition
302.	Haylie Leonard, 11500 Antler Ridge Rd *	Argyle		X
303.	Robert Smith, 1508 Twistleaf Ln *	Argyle		X
304.	Emma Smith, 1508 Twistleaf Ln *	Argyle		X
305.	James Rader, 3616 Water Mill Way *	Argyle		X
306.	Kim Rader, 3616 Water Mill Way *	Argyle		X
307.	Emma Rader, 3616 Water Mill Way *	Argyle		X
308.	Isabella Rader, 3616 Water Mill Way *	Argyle		X
309.	Greg Burnham, 11613 Rust Falls Rd *	Argyle		X
310.	Cheryl Baxa, 11613 Rust Falls Rd *	Argyle		X
311.	Marc Harris, 3200 Willowbrooke Rd *	Argyle		X
312.	Mallory Harris, 3200 Willowbrooke Rd *	Argyle		X
313.	Brooklyn Harris, 3200 Willowbrooke Rd *	Argyle		X
314.	Cy Harris, 3200 Willowbrooke Rd *	Argyle		X
315.	Mary-Beth Harris, 3200 Willowbrooke Rd *	Argyle		X
316.	Macy Harris, 3200 Willowbrooke Rd *	Argyle		X
317.	Tiffany Bacon Rock, 517 Cooper St *	Argyle		X
318.	John Rock, 517 Cooper St *	Argyle		X
319.	Barbara Livingston, 558 Village Way *	Argyle		X
320.	Zach Stauffer, 7000 Hickory Falls Dr *	Argyle		X
321.	Ricardo Gonzalez, 6516 Elderberry Way *	Argyle		X
322.	Maria Bayuk, 10845 Pedernales Falls Dr *	Argyle		X
323.	Jeff Anderson, 6300 Cedar Sage Trl *	Argyle		X
324.	Kimberly Anderson, 6300 Cedar Sage Trl *	Argyle		X
325.	Katy Grote, 165 Double Oaks *	Double Oak		X
326.	Sharon Schneider, 309 Village Tree *	Highland Village		X
327.	Sonal Patel, 3709 Birch Wood Ct *	Northlake		X
328.	Bhanuben Patel, 3709 Birch Wood Ct *	Northlake		X
329.	Michele Meersman, 1412 Tanglewood Trl *	Northlake		X
330.	Rob Meersman, 1412 Tanglewood Ct *	Northlake		X
331.	Rashmi Vasappa, 11701 Bull Creek Dr *	Northlake		X
332.	Hemanth Sahukar, 11701 Bull Creek Dr *	Northlake		X
333.	Greg Anderson, 3509 Northdale Ln *	Northlake		X
334.	Suzi Irwin, 1513 Westborough Dr *	Northlake		X
335.	Amy Bruza, 1005 Coralberry Dr *	Northlake		X
336.	Emad Kamel, 4305 Mistflower Way *	Northlake		X
337.	Mohit Ranjan, 3220 Willowbrooke Rd *	Northlake		X
338.	Reyna Salas-Gonzalez, 3509 Meridian Way *	Northlake		X
339.	Debbie Armstrong, 1154 Berrydale Dr *	Northlake		X
340.	Keith Armstrong, 1154 Berrydale Dr *	Northlake		X
341.	Katy Maragioglio, 3328 Ironstone Rd *	Northlake		X
342.	Davis Maragioglio, 33285 Ironstone Rd *	Northlake		X
343.	Chitti Vasa, 1037 Nimberry Ln *	Northlake		X
344.	Durga Gudimetla, 1025 Wimberly Ln *	Northlake		X
345.	Praveen, Kadipikonda, 3332 Meridian Dr *	Northlake		X
346.	Richard Lange, 4201 Cozy Pine Dr *	Northlake		X
347.	Briana Fullenkamp, 1404 Westview Ln *	Northlake		X
348.	Ken Fullenkamp, 1404 Westview Ln *	Northlake		X

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	Name and Address	City/Town	Support	Opposition
349.	Caleb J Brown, 4217 Greenthread Way *	Northlake		X
350.	Ricardo Herrera, 4217 Greenthread Way *	Northlake		X
351.	Linda Lange, 4201 Cozy Pine Dr *	Northlake		X
352.	Cathy Swick, 1309 Meadowlark Ln *	Northlake		X
353.	Daniel Olivo, 4201 Alyssum Ln *	Northlake		X
354.	Daniel Olivo Jr, 4201 Alyssum Ln *	Northlake		X
355.	Shannyn Lauer, 3324 Ironstone Rd *	Northlake		X
356.	Trivia Spencer, 1109 Boxelder Trl *	Northlake		X
357.	Colanda Mackey, 2601 Cowbird Way *	Northlake		X
358.	Peyton Olivo, 4201 Alyssum Ln *	Northlake		X
359.	Amber Olivo, 4201 Alyssum Ln *	Northlake		X
360.	Tiffany Spott, 1313 Meadowlark Ln *	Northlake		X
361.	Steven Miller, 3409 Northdale Ln *	Northlake		X
362.	Angela Hammond, 1709 Twistleaf *	Northlake		X
363.	Yolanda Mims, 2907 Woodhill Way *	Northlake		X
364.	Shaan Varghese, 11716 Bull Creek Dr *	Northlake		X
365.	Snilesh Patel, 3709 Birchwood Ct *	Northlake		X
366.	Dawn Schwalm, 1108 Berrydale Dr *	Northlake		X
367.	Kevin Jones, 1416 Tumbleweed Trl *	Northlake		X
368.	Ricky Reid, 11709 Bull Creek Dr *	Northlake		X
369.	Matt Schwalm, 1108 Berrydale Dr *	Northlake		X
370.	Troy & Teresa Porter, 3916 Driftwood Ln *	Northlake		X
371.	Pedram Bidanjiri, 1512 Eagleton Ln *	Northlake		X
372.	John LyBargle, 1009 Indian Groves *	Northlake		X
373.	Margaret Mistretta, 1009 Daylily Dr *	Northlake		X
374.	Joseph Mistretta, 1009 Daylily Dr *	Northlake		X
375.	Stephanie Jordan, 6424 Dolan Falls Dr *	Northlake		X
376.	Veronica Delic, 1431 Tumbleweed Trl *	Northlake		X
377.	Stephanie Calloway, 1018 Daylily Dr *	Northlake		X
378.	Christina Goodman, 1424 Tumbleweed Trl *	Northlake		X
379.	Karla Summers, 3812 Drift *	Northlake		X
380.	Lance & Lena Paulavckas, 1144 Brickdale *	Northlake		X
381.	Jacob Delic, 1431 Tumbleweed Trl *	Northlake		X
382.	Robert Forster, 6421 Dolan Falls Dr *	Northlake		X
383.	Shane Anderson, 1428 Westview *	Northlake		X
384.	Sean Miller, 1201 Uplands Dr *	Northlake		X
385.	Micheller Miller, 1201 Uplands Dr *	Northlake		X
386.	Timothy Russell, 1112 Daylily Dr *	Northlake		X
387.	Patsy Aranda, 3601 Meridian Dr *	Northlake		X
388.	Jennifer Beebe, 3601 Meridian Dr *	Northlake		X
389.	Kelly Nesbit, 916 Uplands Dr *	Northlake		X
390.	David Nesbit, 916 Uplands Dr *	Northlake		X
391.	Greg Howard, 708 Uplands Dr *	Northlake		X
392.	Jordan Morrell, 3208 Willowbrooke Rd *	Northlake		X
393.	Craig Bower, 1717 Twistleaf Rd *	Northlake		X
394.	Nancy Howard, 708 Uplands Dr *	Northlake		X
395.	Kathleen Reid, 11709 Bull Creek *	Northlake		X
396.	James Gazkey, 1101 Uplands Dr *	Northlake		X

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	Name and Address	City/Town	Support	Opposition
397.	Dinya Patel, 1158 Berrydale Dr *	Northlake		X
398.	Niruben Patel, 1158 Berrydale Dr *	Northlake		X
399.	Viral Patel, 1158 Berrydale Dr *	Northlake		X
400.	Henry, 1101 Uplands Dr *	Northlake		X
401.	Nicki Gazlas, 1101 Uplands Dr *	Northlake		X
402.	Elizabeth LyBarger, 1009 Indian Grass Ln *	Northlake		X
403.	Dane McWilliams, 4212 Mistyflower Way *	Northlake		X
404.	Terri Shukri, 3620 Water Mill Way *	Northlake		X
405.	Rhonda House, 921 Uplands Dr *	Northlake		X
406.	Sandy Bolinger, 3807 Applewood Ln *	Northlake		X
407.	Bowen Bolinger, 3807 Applewood Ln *	Northlake		X
408.	Kathryn Leonard, 1005 Coralberry Dr *	Northlake		X
409.	Ken Schrayner, 3325 Meridian Dr *	Northlake		X
410.	June Limato, 1541 Westview Ln *	Northlake		X
411.	Richard Limato, 1541 Westview Ln *	Northlake		X
412.	Gavin Morrell *	Northlake		X
413.	Elaine Morell, 3208 Willowbrooke Rd *	Northlake		X
414.	Roger Summerlin, 11309 Bull Head Ln *	Roanoke		X
415.	Charles Dillman, 11474 Misty Ridge Dr *	Roanoke		X
416.	Fern Dillman, 11474 Misty Ridge Dr *	Roanoke		X
417.	Jackie Saxon, 5113 High Ridge Trl *	Roanoke		X
418.	Ed Wilken, 11620 Cedar Grove *	Roanoke		X
419.	Javier Villareal, 11224 Dusty Trail Ct *	Roanoke		X
420.	Tiffany Larza, 11371 Bull Head Ln *	Roanoke		X

*Indicated do not wish to speak

**Not present when Mayor called their name

***Indicated do not wish to speak. Did not indicate support or opposition

****Indicated do not wish to speak. Did not indicate support or opposition, or subject on comment form

Mayor France closed the Public Hearing for items 14 and 15 at 10:17 p.m.

The Town Council convened into closed session at 10:17 p.m. pursuant to Texas Government Code Section 551.071. The Town Council reconvened into open session at 11:34 p.m.

Item 14:

Councilmember Schiestel moved to approve PD 188 with the following modifications.

	A Section B, Permitted Uses - allow in Industrial 2 (I 2) District:	B Industrial 2 (I 2) uses moved to Specific Use:	C Campus Industrial (CI), uses limited to:	D Permitted uses moved to specific uses in CI:	E Section C, Specific Uses, to restrict the following (not allowed):
1.	Accessory retail/ services	Alcoholic beverage establishment	Accessory retail/service	Alcoholic beverage establishment	Asphalt/Concrete batching plant

FLOWER MOUND TOWN COUNCIL MEETING OF APRIL 18, 2022

PAGE 18

	A Section B, Permitted Uses - allow in Industrial 2 (I 2) District:	B Industrial 2 (I 2) uses moved to Specific Use:	C Campus Industrial (CI), uses limited to:	D Permitted uses moved to specific uses in CI:	E Section C, Specific Uses, to restrict the following (not allowed):
2.	Accessory use	Auto repair garage	Accessory use, general	Amusement and recreation	Drag strip or commercial racing
3.	Animal control facility	Bakery or confectionery	Amusement and recreation (indoors)	Bakery or confectionery, wholesale	Dump or sanitary landfill
4.	Cleaning/laundry pickup station only	Building material sales or storage (indoors & outdoors)	Bank or savings and loan	Building material sales or storage	Extended stay hotel
5.	College or university	Cabinet and upholstery shop	Cleaning/laundry pickup station only	Cabinet and upholstery shop	Heliport
6.	Convent or monastery	Car wash, automatic and full service	College or university	Cleaning, dyeing or laundry plant	Helistop
7.	Country club, private	Repair services, general	Community center, public	Hotel or motel	Livestock auction or feed lot
8.	Feed store	Sewage pump station	Fire station	Laboratory, scientific and research	Manufacturing, hazardous/objectionable
9.	Fire station	Sewage treatment plant	Florist	Maintenance service	Mining and quarrying
10	Florist	Swimming pool, public	Hospital	Manufacturing, light	Sexually oriented business
11	Fraternal club or lodge	Theater, drive-in	Laboratory, medical and dental	Sewage pump station	Wrecking or salvage yard
12	Golf course, public		Lithographic or print shop	Swimming pool, commercial, outdoors	
13	Hospital		Local utility line		
14	Kennel (enclosed)		Mailing and shipping service		
15	Laboratory, medical and dental		Museum, library or art gallery, public		
16	Lithographic or print shop		Office, general		

FLOWER MOUND TOWN COUNCIL MEETING OF APRIL 18, 2022**PAGE 19**

	A Section B, Permitted Uses - allow in Industrial 2 (I 2) District:	B Industrial 2 (I 2) uses moved to Specific Use:	C Campus Industrial (CI), uses limited to:	D Permitted uses moved to specific uses in CI:	E Section C, Specific Uses, to restrict the following (not allowed):
17	Local utility line		Office, medical and dental		
18	Mailing and shipping service		Park or playground, public		
19	Office, general		Personal improvement services		
20	Park or playground, public		Public building, shop or yard		
21	Personal improvement services		Restaurant, general		
22	Religious assembly/ institution or rectory		Retail, large tenant all types		
23	Restaurant, general		School, business or commercial trade		
24	Retail, large tenant, all types		Studio, television or radio		
25	School, commercial trade		Telephone equipment station		
26	Stadium or playfield, public		Theater		
27	Telephone equipment station				
28	Veterinary hospital (inside or outside pens)				

In addition, the PD will be modified to remove all exhibits except property descriptions and add a requirement that any of the aforementioned uses will require approval of conceptual site and landscape plans, and elevations.

Deputy Mayor Pro Tem Sharma seconded the motion.

ORDINANCE NO. 24-22

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 ADOPTING ZONING ON APPROXIMATELY 263.6109 ACRES OF LAND SITUATED IN THE M.E.P. & P. RR CO. SURVEY, ABSTRACT NO. 922, THE JOEL WILBURN SURVEY, ABSTRACT NO. 1416 AND THE B.B.B. & C.R.R SURVEY, ABSTRACT NO. 154, APPROVING PLANNED DEVELOPMENT DISTRICT-188 (PD-188) WITH CAMPUS INDUSTRIAL (CI) AND INDUSTRIAL DISTRICT-2 (I-2) USES IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:

Motion passed

AYES: MARTIN, ENGEL, BUMGARNER, SHARMA, SCHIESTEL

NAYS: NONE

Item 15:

Mayor Pro Tem Bumgarner moved to deny item 15 without prejudice. Councilmember Engel seconded the motion.

VOTE ON MOTION:

Motion passed (to deny)

AYES: SCHIESTEL, SHARMA, BUMGARNER, ENGEL, MARTIN

NAYS: NONE

16. Public Hearing to consider approval of Chapter 380 Agreement between the Town of Flower Mound and Restaurant Ventures Unlimited Tycoon (RVU Tycoon)

Staff Presentation

Mr. Watson or Melody Eby gave a presentation identifying or noting:

- Restaurant Ventures Unlimited (RVU) background information
- Site location
- Timing
- Concept
- Proposed incentives
- Cost-benefit analysis
- Payback period

FLOWER MOUND TOWN COUNCIL MEETING OF APRIL 18, 2022**PAGE 21**

Mayor France opened the Public Hearing at 11:50 p.m. No one spoke. Mayor France closed the public hearing at 11:50 p.m.

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

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

The Town Council did not convene into a closed meeting. No action was taken on the following items:

- a. Consultation with Attorney.
 - 1. 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.
- 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.

O. ADJOURN REGULAR MEETING

Mayor France adjourned the meeting at 11:50 p.m. on Monday, April 18, 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: May 2, 2022

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a work session of the Town Council held on April 21, 2022.

BACKGROUND INFORMATION: The Town Council held a work session on April 21, 2022.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes 4/21

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

FLOWER MOUND TOWN COUNCIL WORK SESSION OF APRIL 21, 2022**PAGE 1**

THE FLOWER MOUND TOWN COUNCIL WORK SESSION HELD ON THE 21ST DAY OF APRIL 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 work session 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
James 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
Mark Long	Assistant Director of Parks and Recreation

A. CALL WORK SESSION TO ORDER

Mayor France called the work session to order at 6:00 p.m.

B. INVOCATION

Mayor France gave the invocation and led the pledges.

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

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

D. PUBLIC COMMENT

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.	Paul Stone, 1868 Meyerwood Ln	Process
2.	David Boehner, 1209 River Oaks Dr	Tennis Center
3.	Katie Mayer, 3612 Burlington Dr	Tennis Center
4.	Brit Stock, Rothchild Dr	Tennis; Legal issues
5.	Nancy Kleckner, 400 Loma Alta Dr	Tennis
6.	Warner Watkins, 2800 London Ln	Agenda item E3 support
7.	David Johnson, 3617 San Paula	Tennis Center

FLOWER MOUND TOWN COUNCIL WORK SESSION OF APRIL 21, 2022

PAGE 2

8.	Marsha Gavitt, 6501 Meadowcrest Ln	Cross Timbers Conservation Development District (CTCDD)
9.	Tracy Moore, 6108 Cobble Trail*	Tennis Facility/support
10.	Shawn Graef, 4904 Haley Dr*	Tennis feasibility/support
11.	Renee B Aaron, 2832 Glen Ellen Dr*	Tennis/support
12.	Mandy Rhodes, 4089 Bordeaux Cr*	Tennis facility/support
13.	Dan Lumbra, 3628 Leanne Dr*	Tennis Center/support
14.	Nancy Lumbra, 3628 Leanne Dr*	Tennis Center/support
15.	Peter Tonti, 4900 Pack Saddle Way*	Tennis Center Feasibility
16.	Karen Tonti, 4900 Pack Saddle Way*	Tennis Center Feasibility/support
17.	Nathan Tonti, 4900 Pack Saddle Way*	Tennis Center Feasibility/support
18.	Jacquelyn Narrell, 4801 Lusk Lane*	CTCDD Cluster/opposition
19.	Jack & Karen Smith, (address not provided)*	Tennis Center Feasibility/support
20.	Sandi Shipley, 917 Meadow Dr, Copper Canyon*	Tennis Center/support
21.	Carrie Hale, 938 Same Dealey Dr, Dallas	Tennis Center
22.	Frances Walker, 645 Timber Bend, Highland Village*	Tennis

*Indicated do not wish to speak, support of a tennis center.

E. **WORK SESSION ITEMS**

1. Presentation and discussion regarding the Trails and Bikeways Draft Master Plan.

Staff Presentation

Mr. Jennings gave a presentation identifying or noting:

- Background information regarding the Master Plan process

Consultant Presentation

Lenny Hughes, and Haley Carruthers, with Halff Associates

Mr. Hughes, or Ms. Carruthers gave a presentation identifying or noting:

- Plan background
- Engagement key takeaways
- Vision and goals
 - Connected community
 - Safe & accessible system
 - User friendly
 - Unique system
 - Partnerships
 - Funding
- Master Plan outline (report chapters)
 - Introduction
 - Community context
 - Trails & bikeways system needs, network, and standards
 - Implementation
- Proposed network (existing system)
- Proposed facility classifications
- Recommendation methodology

- Draft network (recommendations summary)
- Corridor prioritization (high, medium, low)
- Typical planning level project costs
- Example corresponding initiatives
- Corridor branding guidance
- Next steps
 - Incorporate feedback on prioritization
 - Finalize master plan report
 - Seek adoption of Master Plan

and they responded to questions or comments from Council regarding:

- Is there an integration approach with neighboring communities for goal 1
- Cost
- Right of way
- Concerns regarding trails adjacent main thoroughfares and having connections right on the roadway (e.g., FM 2499)
- If drinking fountains are included along the trails
- How Flower Mound compares to other cities

There was Council discussion regarding:

- Appreciation for the work done to date and aspects of the recommendations they liked
- Possibility of integrating the Town's Cultural Arts Master Plan with what is proposed
- Several members of council liked the branding and signage aspect, app option, gap connections
- Guidance for new development (requirements or standards)
- Low cost and high impact recommendations, especially if safety is a factor
- Interest in:
 - bike repair station along the trail
 - building trails at the same time roads are being widened (e.g., Shiloh)
 - aligning things to get the most bang for the buck
 - bike events that generate income
 - as much connectivity as possible with fewer road crossings
- Look to areas where people are going and incorporate trails to those destinations (e.g., Lakeside, high school football games)
- Funding and phasing

There was Council consensus for the proposal; however, there are concerns regarding cost and phasing. Mayor France asked that when this item come back, it would be helpful for staff to outline next steps.

Administrative Note: Item 3 was heard after Item 1.

2. Presentation and discussion on the Cross Timbers Conservation Development District.

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- Map
- Purpose of the CTCDD
- Conservation – type developments

- Development options
- Development standards
- Broader look (number of lots and open space)
- Town correspondence and outreach efforts
- Survey and open houses
- Back to basics – survey responses
- CTCDD Subdivisions
- General findings
- Impacting natural features
- Incentives
- Conserved land
- Open space management plan
- Example
- Parks and open space
- Park land dedication
- Other considerations
- Possible modifications
- Summary action

and she responded to questions or comments from Council regarding:

- Lot count comparison
- If the last two developments triggered the slope exception
- Incentives
- How the public would be made aware that the open space is accessible
- Use of trails in the open space
- Fences and wildlife
- Types of uses (parks)
- Impact of existing trees for new developments
- Maximum density definitions
- Proportionality – houses are too large for the lots
- Open space definitions

There was Council discussion regarding:

- How the incentives are gained in other ways besides from the Town
- Park applications should be passive and use minimal parking and low lighting
- Masonry walls in the district, and there was consensus to codify the rural fence language
- Give applicant the option to remove the requirement of placing trees around the perimeter if the setback is sufficient, as it will diminish the vista (e.g., new catholic church)
- Tree spacing
- Lower lighting on streets
- Slopes
- Interest in seeing exhibit examples
- Possibility of scaling back on monument entrances
- Gated communities and access
- What is trying to be accomplished

3. Presentation and discussion regarding the final report for Tennis Center Feasibility Study.

Staff Presentation

Mr. Jennings provided background information regarding the study.

Mike Svetz, Pros Consulting

Mr. Svetz gave a presentation identifying or noting:

- National participation (basketball, golf, tennis, baseball, soccer, pickleball)
- Influencing factors (15 square miles (20-30 minute drive time)
- What will the service area look like
- Community survey
- Survey administration
- Area of interest
- Perception of need
- Utilization – time of year, frequency
- Programs and services need – prioritized
- Amenity needs
- Inventory and level of service methodology
- Recommended level of service
- 2021, 2036 needs
- Key take-aways
- Concept plans
- Site location rating criteria
- Site evaluation summary
- Community feedback (Trotter Park favored by most)
- Construction cost estimate
- Tennis center operating hours
- Projected staffing structure
- Projected revenue model summary
- Performance measures – tennis courts, pickleball courts
- Projected expenditure model – personnel
- Projected tennis center pro forma
- Private sector operated responsibilities
- Public sector operated responsibilities
- Economic impact assumptions

and he responded to questions or comments from Council regarding:

- Clarification that a pro shop component was not requested
- Cost assessments
- Funding sources
- Contractor subsidy
- User fee comparisons
- Revenue gap
- Did the study review utilization rates of courts at various HOAs
- What's the usage of the Town's courts
- Service area
- Partnership with LISD opportunity

FLOWER MOUND TOWN COUNCIL WORK SESSION OF APRIL 21, 2022**PAGE 6**

There was Council discussion regarding:

- Interest in
 - Accessibility to youth in an unthreatening environment
- Concerns regarding the proposed location and traffic
- It was suggested that those interested in a tennis center could start a 501C3 – “Friends of Tennis” to help offset some of the cost
- Likes the idea of dual use (tennis and pickleball) as opposed to a standalone pickleball court
- Interest in the Town having operational control
- Several members of Council indicated interest in taking it to the voters

Mr. Childers outlined various possible funding sources. He also pointed out the importance of having funds for maintaining the facility.

There was Council consensus to move forward, and to investigate the financial options, including any public/private partnerships, and the pros and cons associated with operations.

F. ADJOURN WORK SESSION

Mayor France adjourned the work session at 10:10 p.m. on April 21, 2022, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

DEREK FRANCE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: May 2, 2022

FROM: Tiffany Bruce, P.E., Assistant Town Manager/Town Engineer

ITEM: **Consider approval of a Farm Lease Agreement between the Town of Flower Mound and the Wayne Haynes Estates for the lease of Town Property located at 10300 Dunham Road; and authorize same on behalf of the Town.**

BACKGROUND INFORMATION: The Town currently owns a 22.8 acres tract of land located at 10300 Dunham Road. At some time in the future this property will be utilized for a Park Recreational Facility and for a Reuse Water Storage and Pump Station Facility. The land is currently pastureland and is not being utilized by the Town.

The Town entered into a two year lease agreement for this property in April 2018 and then again on May 4, 2020 with Wayne Haynes Estate. The current lease expires on May 4, 2022, and the Lessee has requested renewing this lease for an additional two years.

The Wayne Haynes Estate owns property on Dunham and runs a cattle operation. They will be utilizing the property for cattle grazing. The Lease will be a two-year agreement that can be cancelled by the Town with a thirty (30) day notification to the Lessee. The Lease amount will be \$182.00 (\$8.00/acre) per year. The Lessee will be responsible for maintaining the property including all fenced and other improvements on the Premises. As needed, the Lessee will be required to mow the pastureland to keep the Premises free of trash and refuse. The Lessee cannot cut or otherwise damage or destroy trees of any kind upon the Premises with prior written consent of the Town. The Town will have the right to access the property as needed for inspection.

FISCAL IMPACT: The Town will receive \$182.00 in annual revenue from the Lease and will not be out the expense of mowing or otherwise maintaining the property.

LEGAL REVIEW: Cara White, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., reviewed the lease agreement in 2018 as to form and legality. The same document is being executed tonight with changes to include dates and signature block updates.

ATTACHMENTS:

1. Proposed Farm Lease

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

FARM LEASE

This Farm Lease (the “Agreement” or the “Lease”) is made and entered into this 2nd day of May, 2022, by and between Town of Flower Mound, (Lessor”), and Wayne Haynes Estate (“Lessee”).

In consideration of the mutual covenants and agreements herein set forth, and other good and valuable considerations, Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, the land and any existing improvements and facilities existing thereon containing approximately 22.8 acres of land, located next to Dunham Road in Town of Flower Mound, County of Denton, Texas (the “Premises”).

1. Purpose. The Premises shall be used exclusively for farming and livestock grazing, and for no other purposes. Lessee shall not cultivate any portion of the Premises not presently being used for the cultivation of crops without Lessor’s prior written consent.

2. Term. The term of this Lease shall be from May 2, 2022 to May 2, 2024, both dates inclusive, unless sooner terminated as herein provided. The term of this Lease shall continue from month to month thereafter unless either party gives thirty (30) days written notice to the other party before the expiration of any term hereof, or unless terminated and not continued in the event Lessee fails to pay Lessor the yearly rent in advance on or before the anniversary date of this Lease. It is further understood and agreed to by the Lessee that the Lessor shall have the right to develop any portion for Town purposes during the term of this Lease. In such event, Lessor may cancel and terminate this Lease by giving Lessee thirty (30) days written notice of termination. In the development of the Premises or any portion thereof, and notification of cancellation and termination of this Lease or partial termination of the Lease by Lessor, Lessor shall prorate the Rest (as defined below) and reimburse Lessee for any unearned rent. Lessor reserves the right to assign this Lease.

3. Rent. Lessee agrees to pay Lessor without any prior demand therefore and without any deduction or setoff whatsoever as fixed rent, the sum of Three Hundred Sixty-four U.S. Dollars (\$364.00) for the term of the lease as described above. The address for payment of Rent to Lessor is listed in Section 15(e) of this Lease.

4. Maintenance. Lessee agrees and covenants to keep and maintain in good repair all fenced and other improvements on the Premises. Lessee shall not cut or otherwise damage or destroy trees of any kind growing upon the Premises without prior written consent of the Lessor. Lessee shall not permit weeds or noxious plants or grasses to grow while the same may be kept down or

eradicated by reasonable diligence and sound conservation practices. Lessee agrees to mow the permanent pastureland and dormant cultivation at such times as are needed. Lessee agrees to keep the Premises free from any accumulation of trash or refuse. Lessee shall not permit the scattering of wire or the placement of bailing wire on fences. Lessee agrees to not overstock the Premises with cattle or livestock and further agrees that Lessor shall be the sole judge of the capacity of the pasture and number of livestock that should graze thereon and Lessee agrees to abide the Lessor's decision in this matter.

5. Improvements and Major Repairs. Lessee may not make any alterations, additions or improvements to the Premises without the prior written consent of Lessor. Alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessee shall not mortgage or encumber any part of the Premises. Lessee shall incur no expense of any nature whatsoever or create any obligation of any kind for any purpose affecting the Premises.

6. Water Supply. Lessor shall have no responsibility or liability for supplying water to the Premises. Lessor shall not be required to furnish water for the benefit of Lessee, and if any buildings on the Premises shall be destroyed or damaged by a fire or any other cause, Lessor shall not be required to repair or replace the same or furnish a substitute for Lessee, and shall not be liable for any damaged or destroyed contents of the Lessee.

7. Right to Enter. Lessor or its authorized representatives shall have the right, at any reasonable time, to enter on the Premises for the purposes of making major repairs, alterations, improvements, examinations or surveys, and for the inspection of the Premises, including soil tests and borings on the Premises as it shall deem necessary or advisable. Lessor further reserves for itself the right to enter the Premises for the purpose of hunting wild game, birds, and for fishing.

8. No Partnership. This Lease shall not give rise to a partnership relationship between the parties hereto. Neither party shall have the authority to bind the other.

9. Indemnification. Lessee agrees to indemnify and hold harmless Lessor and its officers, directors, employees and agents, from and against any and all claims, demands, liabilities, damages, including punitive damages, losses, injuries to person or property, or responsibility arising therefrom, costs, and expenses, including reasonable attorney's fees, for the defense thereof, arising from Lessee's use of the Premises, or from any act or omission by Lessee, its agents, servants, employees, contractors, guests or invitees on or about the Premises during the term of this Agreement or prior to or after the term of the Agreement, it being the intent of the parties that Lessee's indemnity obligation be without limit and without regard to the cause or causes thereof or the negligence of any party or parties, whether such negligence be sole, joint, concurrent or contractual, active or passive, including gross negligence. In the event that any action or

proceeding is brought against Lessor by reason of any of the above, Lessee, as a material part of the consideration to Lessor, hereby assumes all risk of loss and damage from any source to Lessee's property, or property under Lessee's control, in, upon, or about the Premises or improvements thereon, and Lessee hereby waives all claims in respect thereof against Lessor and agrees to defend and save Lessor harmless from and against such claims by others, and Lessee agrees that this indemnification is intended to be as broad and inclusive as it permitted by the laws of the State of Texas, and that if any portion is held invalid, then it is agreed that the balance shall continue in full legal force and effect.

10. Compliance with Law. Lessee shall, at Lessee's sole cost and expense, during the term hereof, comply with all laws and regulations of any governmental authority affecting the Premises including without limitations, the Federal Insecticide, Fungicide and Rodenticide Act, and will indemnify and hold Lessor and the Premises free and harmless from all liens, claims, demands or actions, which may result from the failure, neglect or refusal of Lessee to comply with said laws or regulations or claims by others.

11. No Assignment or Sublease. Lessee may not assign this Lease nor sublease any portion of the Premises without the prior written consent of Lessor.

12. Utility Charges. Lessee shall pay all utility charges, including without limitation, electricity, heat, water, gas, power, garbage, communications, and sewer services used in and about the Premises, to be paid before the same becomes delinquent.

13. Breach. If Lessor or Lessee fails to carry out any provisions of the Agreement, the other party shall have the right to terminate this Lease on thirty (30) days written notice to the offending party of his intention to do so.

14. Entire Agreement-Amendment. This Lease shall constitute the entire understanding of the parties hereto with respect to the subject matter hereof, and no amendment, modification or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

15. Other Provisions.

a. Insurance. Lessee shall maintain liability insurance for the Premises, insuring Lessor from acts involving death or bodily injury in an amount equal to \$1,000,000.00 per occurrence. Lessor shall be listed as an insured on the policy. Lessee shall maintain insurance on its personal property located on the Premises.

b. Lessee's Acceptance of the Premises. Lessee accepts the Premises "AS IS" "WITH ALL FAULTS", and in its present condition. Lessee represents that the Premises are suitable for Lessee's purposes.

c. Attorney's Fees. If either party retains an attorney to enforce this Lease, the prevailing party shall be entitled to recover attorney's fees and costs relating thereto.

d. Limitation of Warranties. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

e. Notices. Any notice required or permitted hereunder must be in writing. Any notice required by this Lease will be deemed to be delivered three (3) days after (whether actually received or not) deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested and addressed to the intended recipient at the address shown below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. The addresses for notice shall be as follows:

Lessor: Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

Lessee: Wayne Haynes Estate
c/o Ron Haynes
6536 Lake Side Circle
North Richland Hills, TX 76180

f. Any and all other leases between Lessor and Lessee in reference to the premises are hereby deemed null and void.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Lease to be effective as of the date first above written.

LESSOR:

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

By:_____

Name: Derek France

Title: Mayor

LESSEE:

By:_____

Name: Wayne Haynes Estate
Ron Haynes, Executor



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: May 2, 2022

FROM: Jaime Jaco-Cooper, Senior Center Manager

ITEM: **Consider approval of the consumption of alcoholic beverages at the Flower Mound Senior Center during the SIM Auxiliary's Elite Chef Competition fundraiser.**

BACKGROUND INFORMATION: Seniors in Motion Auxiliary, Inc. (SIMA is requesting Town Council approval to serve wine at their Elite Chef Competition fundraiser on Thursday, May 12, 2022, from 6:00 – 8:00 p.m. at the Flower Mound Senior Center.

SIMA was formed in 2009 as a 501(c)3 to support Flower Mound seniors and the Town's Seniors In Motion Program. SIMA has raised and contributed over \$100,000, which has been used to purchase equipment, furniture, and help offset the cost of the new accessible bus for the Town's senior program.

The Elite Chef Competition is an exciting event for SIM members and is also open to the general public. For this event, SIMA partners with four local businesses who each donate a chef and tasting-servings for 200 people. During the event, four chefs will prepare small plates for each guest to sample. Guests will get to sample each dish while the chefs are performing their demonstrations. Each guest will vote for their favorite dish, and the winning chef will receive the Elite Chef Trophy. Guests will purchase a ticket for \$25, which will include appetizers, wine, and beverages. SIMA previously held this event six times at the Flower Mound Senior Center. The previous Elite Chef Competition fundraisers have brought in over \$12,000 for the Flower Mound Seniors In Motion Program.

During the fundraiser, a TABC licensed server will be onsite to serve wine, as well as monitor participant consumption to ensure that no one is overserved. There will be enough wine for two servings per person registered for the event. SIMA will take on the risk and liability of providing the alcohol at the event. The Town will be named as an additional insured on their liability insurance. No one under 21 will be admitted access to the event.

The sale of beer or wine on Town property requires Town Council approval.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: The Town Council can deny the request and the SIM Auxiliary can work with Town staff to host their event without offering alcoholic beverages.

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENT:

1. Event Flyer

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

THE SIM AUXILIARY PROUDLY PRESENTS

ELITE CHEF

Competition

THURSDAY, MAY 12

5:30 - 8 P.M.

\$25 PER PERSON

FLOWER MOUND SENIOR CENTER

2701 W. WINDSOR DRIVE

SIM
Auxiliary Inc.



A friend of Flower Mound
Seniors in Motion

Tickets can be purchased at the
Senior Center Courtesy Desk
or by calling 972.874.6110.

All proceeds will be donated to SIM Auxiliary,
benefiting the Flower Mound Senior Center



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: May 2, 2022

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

ITEM: Consider approval of the Professional Services Agreement with RJN Group, Inc., for Flow Monitoring and Analysis associated with the Inflow and Infiltration project, in the amount of \$90,496.00; and authorization for the Mayor to execute same on the behalf of the Town.

BACKGROUND INFORMATION: In accordance with the agreement between the Town and the Texas Commission on Environmental Quality (TCEQ) associated with improving Inflow & Infiltration (I&I), power, and equipment failures in the Town's collection system, the Town committed to reducing sources of Inflow & Infiltration. This Professional Services Agreement will provide services to help meet those commitments of reducing Inflow & Infiltration that can lead to sanitary sewer overflows.

The scope includes installation of previously purchased flow meters and rain gauges in the Long Prairie and Lakeside service areas, provides for wet weather flow monitoring and analysis of the basins, and training for Town staff for the long-term use of the meters and data analysis.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: A decision not to approve would limit staff's ability to identify and address potential locations of inflow and infiltration, lead to inaccurate wastewater and plant master planning and the Town would be out of compliance with the TCEQ Agreement.

FISCAL IMPACT: \$90,496.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$90,496.00	630-970-98030-6070

Finance Review by: Tammy Wilson, Chief Financial Officer *tw*

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

ATTACHMENTS:

1. Professional Services Agreement

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
RJN GROUP, INC.**

This contract is entered into on this 2nd day of May, 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 **RJN Group, Inc.**, (“hereinafter referred to as “CONSULTANT”) whose address is 14755 Preston Road, Suite 710, Dallas, TX 75254.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to Sanitary Sewer Evaluation, Flow Monitoring, and Inflow and Infiltration analysis related to the Sanitary Sewer Inflow and Infiltration Monitoring and Analysis, 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 Sanitary Sewer Inflow & Infiltration Monitoring and Analysis 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 Ninety Thousand Four Hundred Ninety-Six and No/100 Dollars (\$90,496.00). This total payment for services includes CONSULTANT’s ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

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

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

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

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

IV. Revisions of the Scope of Services

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

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

V. Term

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

VI. Contract Termination Provision

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

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

VII.

Ownership of Documents

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

VIII.

Insurance

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

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

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

The following policies and coverage shall be required:

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

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

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

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

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

Ronnie Bates
 Assistant Director of Public Works
 Town of Flower Mound
 2121 Cross Timbers Road
 Flower Mound, Texas 75028
 972-874-6414 Telephone

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

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

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

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

D. CONSULTANT agrees to the following:

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

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

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

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

IX.

Right to Inspect Records

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

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

X.
Successors and Assigns

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

XI.
CONSULTANT's Liability

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

XII.
Indemnification

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

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

XIII.

Independent Contractor

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

XIV.

Default

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

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

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

XV.
Provisions Surviving Termination

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

XVI.
Changes

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

XVII.
Conflicts of Interest

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

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

XVIII.
Confidential Information

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

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

XIX. **Notice Information**

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

Ronnie Bates,
Assistant Director of Public Works
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6414 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:

Tristan Nickel, PE, AWAM
Engineering Supervisor
RJN Group, Inc.
14755 Preston Rd. Suite 710
Dallas, Texas 75254
972-437-4300 Telephone
tnickel@rjnmail.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:
RJN Group, Inc.

By: Dan Jackson

Name: Daniel Jackson

Title: Sr. Vice President

Date Signed: 4/18/2022

State of Texas

§

§

County of Dallas

§

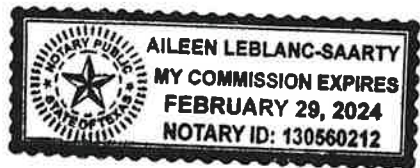
This instrument was acknowledged before me on the 18th day of April, 2022, by Daniel Jackson in his capacity as Sr. Vice President of RJN Group, Inc., a S Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of Principal.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE April DAY OF 18, 2022.

Aileen LeBlanc-Saarty
 Notary Public, State of Texas

My Commission Expires:

February 29, 2024





Engineering
Infrastructure for
Tomorrow

www.rjn.com

November 5, 2021

Ronnie Bates
Assistant Director of Public Works
The Town of Flower Mound
2121 Cross Timbers Rd
Flower Mound, Texas 75028

Subject: Flow Monitoring Maintenance and Analysis Support, Part II

Dear Mr. Bates

RJN is pleased to provide the following proposal for Part II of the flow monitoring maintenance and analysis support.

Overall Key Project Goals and Objectives

RJN will support the Town's desire to expand its current flow monitoring capabilities.

- Install 10 flow meters on behalf of the Town. Bringing the total number of flow meters the Town deploys to 27.
- Install 20 rain gauges on behalf of the Town.
- RJN will provide office and field training to Town staff to enable Town staff to take over those activities at the end of the contract term.
- In conjunction with the 2021 Phase III – Sanitary Sewer Evaluation Study short term metering will take place for the following meter basins: Wellington North, Wellington East, Garden Ridge North, Prairie Creek South, Morriss East, and Morriss West.
 - o 35 days of short-term flow monitoring will be funded from the 2021 Phase III – Sanitary Sewer Evaluation Study.
 - o 25 days of short-term flow monitoring will be funded from this contract.

Price and Schedule Summary

Part II of this project will be invoiced on a Lump Sum and Unit Rate Basis for a total not-to-exceed fee of \$90,496.00. The project is expected to be completed within 12 months. Complete Scope of Services, Pricing, Schedules, and Maps are provided in the following exhibits:

- Exhibit A – Scope of Services
- Exhibit B – Pricing
- Exhibit C – Schedule

We are looking forward to the opportunity to work with The Town of Flower Mound on this important project. It is our pleasure to submit this proposal to you. Please feel free to contact Tristan Nickel at 972.437.4300 if you would like to discuss this proposal or have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Tristan Nickel". The signature is written in a dark ink and is positioned above the printed name.

Tristan Nickel, PE, AWAM
Engineering Supervisor



EXHIBIT A

SCOPE OF SERVICES

RJN is proposing the following scope of services to conduct Flow Monitoring Maintenance and Analysis Support for The Town of Flower Mound, Texas.

1. Project Administration

- a. Meet with Town staff to discuss progress of the various tasks throughout the Project. Monthly meetings are anticipated.
- b. Perform general consultation with Town staff on an as-needed basis.
- c. Perform RJN's internal project control procedures monthly, including schedule and budget control, quality control review, and monthly progress reports.

2. Flow Meter Site Investigations

- a. RJN will work with the Town to Identify target flow meter sites.
- b. RJN will investigate the target flow meters sites for accessibility and hydraulic conditions.
- c. Should a target site be accessible the Town will make the site accessible, or another site will be chosen for flow meter installation.

3. Flow Meter Site Installation

- a. RJN will install all flow monitoring equipment at selected meter sites ensuring operation prior to departure of installation crew.
- b. Initial calibration of equipment will be done upon installation.

4. Rain Gauge Site Investigations and Installations

- a. RJN will work with the Town to Identify target rain gauge sites.
- b. RJN will investigate the target rain gauge sites for accessibility.
- c. Should a target site be accessible the Town will make the site accessible, or another site will be chosen for rain gauge installation.
- d. RJN will install all rain gauge equipment at selected sites ensuring operation prior to departure of installation crew.

5. Short-Term Maintenance

- a. It is anticipated that during April and May 2022 six flow meters will be converted to a short-term maintenance schedule to support SSES activities.
- b. Short-term maintenance will consist of:
 - i. Monthly field calibrations
 - ii. Data collected via telemetry will be reviewed twice weekly.
- c. During each review, data will be graphed to check for inconsistencies, gaps, or adverse trends.
- d. In the event that a meter or sensor is not performing correctly, a field crew will be dispatched to diagnose the problem and make necessary adjustments or repairs.

- e. Equipment calibrations will take place on a quarterly interval.
- f. Data will be housed through RJN's Clarity® platform.

6. Flow Data Analysis

- a. Analyze flow data for the gravity flow and develop average daily dry weather flow diurnal curves and dry weather flow peaking factors.
- b. Establish the relationship between peak inflow and rainfall intensity (Q vs I) for each tributary area to a monitoring location.
- c. Determine peak infiltration rates during high groundwater conditions, if possible.
- d. RJN will prepare a brief Technical Memorandum, that summarizes the results of the flow monitoring activities.

7. Flow Meter Maintenance Training

- a. RJN will provide training to Town maintenance crews during calibration visits the short term monitoring period.
- b. Training will be on equipment troubleshooting and the calibration process.
- c. Town staff participating in training shall be confined space trained as it will be necessary to enter the manhole to obtain calibration measurements.
 - i. Confined space training is not part of this proposal.

8. Flow Data Editing Training

- a. RJN will provide two (2) training workshops lasting up to four (4) hours in length.
- b. The following items will be covered during the workshops:
 - i. Calibration point processing
 - ii. Identifying/removing Pops/Drops
 - iii. Evaluating data to direct field maintenance visits.
- c. Training documents will be provided:
 - i. Training dataset
 - ii. Training manual
 - iii. Standard Operating Procedure document



EXHIBIT B

PRICING

Pricing Terms for Invoicing: Lump Sum and Unit Rate

Not-To-Exceed Total Cost: \$ 90,496.00

Task	Unit	Quantity	Unit Rate	Task Fee
Project Administration	LS	1	\$ 29,464.00	\$ 29,464.00
Flow Meter Investigations	EA	10	\$ 450.00	\$ 4,500.00
Flow Meter Installations	EA	10	\$ 800.00	\$ 8,000.00
Rain Gauge Installations	EA	20	\$ 400.00	\$ 8,000.00
Short Term Flow Meter Maintenance (7 meters for 25 days)	Days	175	\$ 88.00	\$ 15,400.00
Short Term Rain Gauge Maintenance (4 gauges for 25 days)	Days	100	\$ 10.00	\$ 1,000.00
Inflow and Infiltration Analysis and Report	LS	1	\$12,421.00	\$12,421.00
Field Maintenance Training	LS	1	\$ 5,955.00	\$ 5,955.00
Data Processing Training	LS	1	\$ 5,756.00	\$ 5,756.00

Notes

- Seven meters and four rain gauges will be switched from long-term maintenance to short-term maintenance for 60 days during the spring of 2022. This will be done in support of sanitary sewer evaluation studies. 25-days of the 60-day short term period will be funded by this contract, 35-days will be funded by the sanitary sewer evaluation study contract.



EXHIBIT C

PROPOSED SCHEDULE

RJN is prepared to start work immediately upon an Agreement.

Task	Timeline
Flow Meter Investigations	Initiated within 1 month of NTP
Flow Meter Installations	Within 1 month of receiving equipment
Rain Gauge Installations	Within 1 month of receiving equipment
Field Maintenance Training	Will take place during the short-term monitoring period.
Data Processing Training	Will take place during the short-term monitoring period.



TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: May 2, 2022

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

ITEM: Consider approval of the purchase of one 2023 Ford F750 Regular Cab 31k GVWR Dump Truck per Town of Flower Mound Specifications and Vendor Quote from Sam Pack's Five Star Ford for Public Works in the amount of \$85,762.06.

BACKGROUND INFORMATION: The Public Works Department is requesting the purchase of one new 2023 Ford F750 Regular Cab 31k GVWR Dump Truck per Town of Flower Mound Specifications and Vendor Quote in the amount of \$85,762.06 from Sam Pack's Five Star Ford through Buy Board Contract 601-19.

This purchase is to replace Unit No. 9224-27; and is part of the approved Fiscal Year 21-22 Vehicle Equipment Replacement Fund (VERF).

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$85,762.06

Proposed Expenditure/(Revenue):	Account Number(s):
\$85,762.06	565-450-84500-6130 - VERF

Finance Review by: Tammy Wilson, Chief Financial Officer *tw*

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Fleet Supervisor's Bid Award Recommendation for Vehicle
2. Vendor Quote
3. Town of Flower Mound Specifications

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



Bid Award Recommendation

Date: 12/07/2021

Description: **2023 Ford F750 Regular Cab 31k GVWR Dump Truck**

Qty.: 1

Replaces: 9224-27, a 2009 Sterling Dump Truck

Bidder: Sam Packs Five Star Ford, Kevin Moore 888-835-3389, KevinMoore@spford.com

Item: **One - 2023 Ford F750 Regular Cab 31K GVWR Dump Truck with options as identified on attached "2023 Ford F750 Chassis with Equipment" Cooperative Quote and provided TOFM specifications.**

Total Cost of Vehicles, Equipment & Installation:

\$85,762.06

It is Fleet Services recommendation to award the bid to **Sam Pack Five Star Ford** in the amount of **\$85,762.06** utilizing the **BuyBoard Cooperative Contract # 601-19**.

Fleet Services Manager

12/07/2021

Date



Prepared by: Alan Rosner

12/07/2021

Sam Pack's Five Star Ford | 1635 I-35 East Carrollton Texas | 75006

2023 F-750 Diesel Regular Cab Base (F7D)

Price Level: 315 | Quote ID: TOFM-DUMP

Selected Equip & Specs

Dimensions

• Exterior length: 246.0" • Cab to axle: 84.0" • Exterior width: 96.7" • Exterior height: 94.3" • Wheelbase: 158.0" • **Front track: 83.5" • Rear track: 72.7"** • Rear tire outside width: 96.0" • Front legroom: 41.4" • Front headroom: 40.7" • Front hiproom: 67.6" • Front shoulder room: 68.0"

Powertrain

• 270hp 6.7L OHV 32 valve intercooled turbo V-8 engine with diesel direct injection • Recommended fuel : diesel • federal
• 6 speed automatic transmission with overdrive • Rear-wheel drive • Fuel Economy Cty: N/A • Fuel Economy Highway: N/A • 50.0 gal. rectangular Left front fuel tank • Fuel/water separator • Transmission PTO provision • Standard rear differential • Right mounted horizontal muffler • Right mounted horizontal tailpipe

Suspension/Handling

• Front non-independent leaf spring suspension • Rear rigid axle leaf spring suspension • Hydraulic power-assist re-circulating ball Steering • Front and rear 22.5 x 8.25 wheels • 11.0R22.5 AS front and rear tires • Dual rear wheels • Rubber auxiliary rear springs

Body Exterior

• 2 doors • **Driver and passenger power remote heated, manual folding door mirrors** • Black door mirrors • Black bumpers • Side steps • **Trailer harness** • Clearcoat paint • Straight front bumper ends • Hood mounted grille • Front and rear 22.5 x 8.25 white steel wheels with 10 wheel studs • 2 front tow hook(s)

Convenience

• Manual air conditioning • Cruise control with steering wheel controls • **Power front windows • Driver and passenger 1-touch up • Driver and passenger 1-touch down • Power door locks** • Manual tilt steering wheel • Manual telescopic steering wheel • Wireless phone connectivity • Front cupholders • Passenger visor mirror • Dual electric horn • Automatic gearshift steering column lever • **Driver and passenger door bins** • Upfitter switches

Seats and Trim

• **Seating capacity of 3** • Fixed driver seat • Fixed passenger seat • **Driver centre front armrest • Bucket driver seat, two person bench passenger seat • Driver seat folding back,** • Low back seats • **Driver seat air suspension,** • Driver seat with 4 way direction control, passenger seat with 2 way direction control • Manual fore/aft seats

Entertainment Features

• AM/FM stereo radio • Auxiliary audio input • External memory control • Steering wheel mounted radio controls • 2 speakers • Streaming audio • Fixed antenna

Lighting, Visibility and Instrumentation

• Halogen aero-composite headlights • Delay-off headlights • Auto on/off headlights • Variable intermittent front windshield wipers • Speed sensitive wipers • Light tinted windows • Front reading lights • Tachometer • Oil pressure gauge • Oil temperature gauge • Trip computer • Trip odometer • RNDM



Prepared by: Alan Rosner

12/07/2021

Sam Pack's Five Star Ford | 1635 I-35 East Carrollton Texas | 75006

2023 F-750 Diesel Regular Cab Base (F7D)

Price Level: 315 | Quote ID: TOFM-DUMP

Selected Equip & Specs (cont'd)

Safety and Security

• 4-wheel ABS brakes • **Air brakes** • ABS traction control • **Power door locks** • With stolen vehicle tracking system

Dimensions

General Weights

* Curb	10,480 lbs.	Front GAWR	10000 lbs.
Rear GAWR	21000 lbs.	GVWR	31000 lbs.
GCWR	50000 lbs.		

Front Weights

* Front curb weight	6,617 lbs.	Front axle capacity	10,000 lbs.
Front spring rating	10,000 lbs.	Front tire/wheel capacity	12,350 lbs.

Rear Weights

* Rear curb weight	3,863 lbs.	Rear axle capacity	21,000 lbs.
Rear spring rating	21,000 lbs.	Rear tire/wheel capacity	23,360 lbs.

Trailer Type

* Harness	Yes
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Fuel Tank type

Left front Fuel tank capacity	50.01 gal.
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Front Frame

Height loaded	35 "	Height unloaded	37 "
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Rear Frame

Height loaded	36 "	Height unloaded	38 "
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Powertrain

Engine Type

Block material	Iron	Cylinders	V-8
Head material	Aluminum	Ignition	Compression
Injection	Diesel direct injection	Liters	6.7L
Orientation	Longitudinal	Recommended fuel	Diesel
Valves per cylinder	4	Valvetrain	OHV
Forced induction	Intercooled turbo		

Engine Spec

Bore	3.90"	Compression ratio	16.2:1
Displacement	406 cu.in.	Stroke	4.25"

Engine Power

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Prepared by: Alan Rosner

12/07/2021

Sam Pack's Five Star Ford | 1635 I-35 East Carrollton Texas | 75006

2023 F-750 Diesel Regular Cab Base (F7D)

Price Level: 315 | Quote ID: TOFM-DUMP

Selected Equip & Specs (cont'd)

Output 270 HP @ 2,400 RPM
 Governed RPM 3,200

Torque 700 ft.-lb @ 1,500 RPM

Alternator

Type HD

Amps 200

Battery

Cold cranking amps 1,500
 Step Yes

Location Forward right
 Type Dual

Transmission

Electronic control Yes
 Overdrive Yes
 Type Automatic

Lock-up Yes
 Speed 6

Transmission Gear Ratios

1st 3.974
 3rd 1.516
 5th 0.858
 Reverse Gear ratios 3.128

2nd 2.318
 4th 1.149
 6th 0.674

Transmission Torque Converter

Stall ratio 1.85

Transmission Extras

Driver selectable mode Tow/Haul Mode
 Oil cooler Regular duty

Sequential shift control Yes
 PTO provision Yes

Drive Type

Type Rear-wheel

Drive Feature

Traction control ABS

Power take-off provision Yes

Drive Axle

* Ratio 5.29

Exhaust

Material Aluminized steel

System type Single

Emissions

CARB Federal

Engine Retarder

Type Yes

Driveability

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12/07/2021

Sam Pack's Five Star Ford | 1635 I-35 East Carrollton Texas | 75006

2023 F-750 Diesel Regular Cab Base (F7D)

Price Level: 315 | Quote ID: TOFM-DUMP

Selected Equip & Specs (cont'd)

Brakes

ABS 4-wheel ABS channels 4
 *Type **Air brakes**

Suspension Control

Ride Regular

Front Suspension

Independence Non-independent Type Leaf

Front Spring

Type Tapered leaf Grade Regular

Front Shocks

Type Regular

Rear Suspension

Independence Rigid axle Type Leaf

Rear Spring

Type Multi-leaf Grade Regular
 Auxiliary Rubber

Steering

Activation Hydraulic power-assist Type Re-circulating ball

Steering Specs

of wheels 2

Exterior

Front Wheels

Diameter 22.5" Width 8.25"

Rear Wheels

Diameter 22.5" Width 8.25"
 Dual Yes

Front Tires

Aspect 82 Diameter 22.5"
 Sidewalls BSW Tread AS
 Width 11.0" LT load rating G
 RPM 497

Rear Tires

Aspect 82 Diameter 22.5"
 Sidewalls BSW Tread AS

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Sam Pack's Five Star Ford | 1635 I-35 East Carrollton Texas | 75006

2023 F-750 Diesel Regular Cab Base (F7D)

Price Level: 315 | Quote ID: TOFM-DUMP

Selected Equip & Specs (cont'd)

Width 11.0"
RPM 497

LT load rating G

Wheels

* **Front track** **83.5"**
Turning radius (to curb) 22'
Wheelbase 158.0"

* **Rear track** **72.7"**
Turning radius (to bumper) 23'
Rear tire outside width 96.0"

Body Features

Front splash guards Yes
Side steps Yes

Body material Composite/galvanized steel
Front tow hook(s) 2

Body Doors

Door count 2

Exterior Dimensions

Length 246.0"
Body height 94.3"
Axle to end of frame 49.0"
Frame yield strength (psi) 80000.0
Frame rail width 3.1"
Max RBM (in.-lbs.) 1,275,200.0
Front bumper to Front axle 39.0"

Body width 96.7"
Cab to axle 84.0"
Frame section modulus 15.1cu.in.
Frame rail depth 10.3"
Frame rail thickness 0.4"
Frame rail section 9.5"
Nominal RBM (in.-lbs.) 1,211,200.0

Seating

Passenger Capacity

* **Capacity** **3**

Driver Seat

Type Bucket
Back type Low
Way direction control 4

Back Folding
* **Suspension** **Air**
Fore/aft Manual

Passenger Seat

* **Type** **Two person bench**
Way direction control 2

Back type Low
Fore/aft Manual

Front Armrest

Driver Yes

* **Centre** **Yes**

Front Seat Trim

Material Vinyl

Back material Carpet

Convenience

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12/07/2021

Sam Pack's Five Star Ford | 1635 I-35 East Carrollton Texas | 75006

2023 F-750 Diesel Regular Cab Base (F7D)

Price Level: 315 | Quote ID: TOFM-DUMP

Selected Equip & Specs (cont'd)

AC And Heat Type

Air conditioning Manual

Audio System

Auxiliary audio input Yes

Radio grade Regular

External memory control External memory control

Radio AM/FM stereo

Seek-scan Yes

Audio Speakers

Speaker type Regular

Speakers 2

Audio Controls

Steering wheel controls Yes

Streaming audio Yes

Audio Antenna

Type Fixed

Cruise Control

Cruise control With steering wheel controls

Convenience Features

Driver foot rest Yes

Wireless phone connectivity Bluetooth

Upfitter switches Yes

12V DC power outlet 2

Horn Dual electric

Door Lock Activation

* Type Power

* Auto locking Yes

Instrumentation Type

Appearance Analog

Instrumentation Gauges

Tachometer Yes

Engine temperature Yes

Transmission fluid temp Yes

* Primary air pressure Yes

Oil pressure Yes

Oil temperature Yes

Engine hour meter Yes

Instrumentation Warnings

Oil pressure Yes

Lights on Yes

Low fuel Yes

Service interval Yes

Transmission fluid temp Yes

Battery Yes

Key Yes

Door ajar Yes

Brake fluid Yes

Instrumentation Displays

Clock In-radio display

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12/07/2021

Sam Pack's Five Star Ford | 1635 I-35 East Carrollton Texas | 75006

2023 F-750 Diesel Regular Cab Base (F7D)

Price Level: 315 | Quote ID: TOFM-DUMP

Selected Equip & Specs (cont'd)

Instrumentation Feature

Trip computer	Yes	Trip odometer	Yes
Shift indicator	RNDM		

Steering Wheel Type

Material	Urethane	Tilting	Manual
Telescoping	Manual		

Front Side Windows

* **Window 1st row activation** **Power**

Window Features

* 1-touch down	Driver and passenger	* 1-touch up	Driver and passenger
Tinted	Light		

Front Windshield

Wiper	Variable intermittent	Speed sensitive wipers	Yes
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Rear Windshield

Window	Fixed
--------------	-------

Automatic Gearshift

Location	Steering column lever
----------------	-----------------------

Interior

Passenger Visor

Mirror	Yes
--------------	-----

Headliner

Coverage	Full	Material	Cloth
----------------	------	----------------	-------

Floor Trim

Coverage	Full	Covering	Vinyl/rubber
----------------	------	----------------	--------------

Trim Feature

Gear shifter material	Urethane
-----------------------------	----------

Lighting

Dome light type	Delay	Front reading	Yes
Variable IP lighting	Yes		

Storage

* Driver door bin	Yes	Front Beverage holder(s)	Yes
Glove box	Yes	* Passenger door bin	Yes
Dashboard	Yes		

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12/07/2021

Sam Pack's Five Star Ford | 1635 I-35 East Carrollton Texas | 75006

2023 F-750 Diesel Regular Cab Base (F7D)

Price Level: 315 | Quote ID: TOFM-DUMP

Selected Equip & Specs (cont'd)

Legroom

Front 41.4"

Headroom

Front 40.7"

Hip Room

Front 67.6"

Shoulder Room

Front 68.0"



Prepared by: Alan Rosner

12/07/2021

Sam Pack's Five Star Ford | 1635 I-35 East Carrollton Texas | 75006

2023 F-750 Diesel Regular Cab Base (F7D)

Price Level: 315 | Quote ID: TOFM-DUMP

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
F7D	Base Vehicle Price (F7D)	\$73,140.00
Engines		
99C	6.7L Power Stroke V8 Turbo Diesel - 270 HP @ 2400 RPM	STD
	Includes Engine Exhaust Brake and manual regen capability. Torque: 700 ft.lbs. @ 1500 rpm.	
	<i>Governed RPM: 3200. Includes CARB clean idle label - may be removed if un-necessary.</i>	
425	50-State Emissions	N/C
Transmissions		
44G	Ford TorqShift HD 6-Speed Automatic - Double Overdrive, WITH PTO Provision and Tow/Haul	STD
Front Wheels & Tires		
643	Wheels, Front 22.5x8.25 White Powder Coated Steel, 10-Hole	STD
	<i>(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.</i>	
T2B	Tires, Front Two 11R22.5G Goodyear Fuel Max RSA (497 rev/mile)	STD
Rear Wheels & Tires		
663	Wheels, Rear 22.5x8.25 White Powder Coated Steel, 10-Hole	STD
	<i>(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.</i>	
R2B	Tires, Rear Four 11R22.5G Goodyear Fuel Max RSA (497 rev/mile)	STD
Brakes		
67A	Air Brakes (4 WHEEL DRUM) - Straight Truck w/Traction Control	\$2,530.00

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12/07/2021

Sam Pack's Five Star Ford | 1635 I-35 East Carrollton Texas | 75006

2023 F-750 Diesel Regular Cab Base (F7D)

Price Level: 315 | Quote ID: TOFM-DUMP

As Configured Vehicle (cont'd)

Code	Description	MSRP
	Meritor Q-Plus with ABS, Bendix Anti-Lock Brake System, 4-channel. Includes 15" x 4" front brakes, dual direct reading air pressure gauges, brake lines color coded nylon, Bendix 13.2 CFM capacity air compressor, instrument panel mounted yellow knob parking brake control valve, automatic slack adjusters front and rear, two rear spring parking air brake chambers mounted on front of rear axle, three drain valves and two air tanks (Reference Body Builders Book for location). Rear brake size and components dependent upon axle selection. Uses existing ABS system to minimize wheel slipping during acceleration. Usage determined by the air brake package selected. (Should NEVER be used with Hi-Rail Train Systems). Includes: - Air Dryer, Bendix AD/IS w/Heater - Mounted left frame rail (for Hydraulic brake diesel applications that include air suspension or stand alone engine air compressor).	
18A	Electronic Stability Control DELETE	-\$290.00
	Deletes the standard ESC feature.	
62D	Air Dryer, Bendix AD/IS w/Heater	Included
	Mounted left frame rail (for Hydraulic brake diesel applications that include air suspension or stand alone engine air compressor).	
158	Trailer Air Brake Package	\$365.00
	Includes air lines to rear of frame, hand control valve and tractor protection valve.	
157	Trailer Connection Socket - 7-Way, Wired for Turn Signals, Separate of Stop	\$100.00
	Mounted at rear of frame, for separate trailer stop, tail, turn, marker light circuits (compatible with trailers that have amber or side turn lamps with separate stop/turn).	

Front Axle and Suspension

43N	10,000 lb. Cap. Non-Driving - Dana E-1002I - I-Beam Type	STD
61C	Taper-Leaf Springs, Parabolic - 10,000 lb. Cap	STD
	2-leaf, 62" x 3.15". Also includes, standard duty, dual, double acting shock absorbers.	

Rear Axle and Suspension

475	21,000 lb. Single Reduction - Open - Dana / Spicer 21060S	STD
	NOTE: When specifying an axle ratio, check performance guidelines for startability and gradeability.	
68P	Multi-Leaf Springs - 21,000 lb. Cap	STD
	11-leaf. Includes 2,000 lb auxiliary springs for load stabilization.	
X5B	5.29 Axle Ratio	N/C

Wheelbase

158WB	158" Wheelbase/84" CA/49" AF/246" OAL	STD
-------	--	-----

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12/07/2021

Sam Pack's Five Star Ford | 1635 I-35 East Carrollton Texas | 75006

2023 F-750 Diesel Regular Cab Base (F7D)

Price Level: 315 | Quote ID: TOFM-DUMP

As Configured Vehicle (cont'd)

Code	Description	MSRP
Frame		
535	Single Channel - Straight 'C' 15.14 SM, 80,000 PSI <i>1,211,200 RBM. High strength low alloy steel. 10.250" x 3.092" x 0.375" (260.4mm x 78.5mm x 9.5mm). Includes: - GVWR Limit: 37,000 lbs.</i>	STD
Exhaust		
91G	Under Cab, Right Side Outlet, Switchback-Style <i>Single, horizontal muffler, right side, under cab, outside of frame rail with rear discharge.</i>	STD
Fuel Tanks		
65B	Fuel Tank - LH 50 Gallon Rectangular - Aluminum	STD
12	12 Gal. Single Tank Fuel Fill. Mandatory Charge Applied, Based On Tank Selection	\$0.00
Electrical / Alternator / Battery		
STDALT	Extra Heavy Duty Alternator - 12-Volt, 200 Amp Denso SC5	Included
STDBAT	Battery - Two 750 CCA, 1500 Total, Includes Steel Battery Box <i>12Volt, Motorcraft.</i>	STD
59E	Body Builder Wiring - At End of Frame, Separate - (ILO Standard - Back of Cab Combined) <i>Includes sealed connectors for 2 ground circuits, with separate left/stop, separate right/stop, back up lamps. Also includes 2 additional pass through wires to cab.</i>	\$135.00
Seats		
88G	30/70 Air Ride Driver (External Air Source) & Fixed 2-Passenger Bench - Vinyl	\$395.00

Cab Interior

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12/07/2021

Sam Pack's Five Star Ford | 1635 I-35 East Carrollton Texas | 75006

2023 F-750 Diesel Regular Cab Base (F7D)

Price Level: 315 | Quote ID: TOFM-DUMP

As Configured Vehicle (cont'd)

Code	Description	MSRP
600A	Preferred Equipment Package 600A <i>Includes:</i> - Bumper, Front - Black, Full Width - Wheel Seals, Front - Oil lubricated, SKF ScotSeal PlusXL Seals - Wheel Seals, Rear - Oil lubricated, SKF ScotSeal PlusXL Seals - Manual Regen Initiation - Driver Interface in Message Center - Engine Exhaust Brake - Extra Heavy Duty Alternator - 12-Volt, 200 Amp Denso SC5 - Painted Grille - Plastic - Lights - Roof Marker/Clearance - Amber Lenses, 5 Lights - Tow Hooks, Front (2) - Frame-Mounted, Painted Black - Four Body Builder Switches - Mounted in Center Instrument Panel With connector access located in engine compartment. Amperages vary by switch: 10, 15, 25, 25. - Floor Covering - Black Vinyl - Intelligent Oil Life Monitor - Steering Column - Tilt / Telescoping - Steering Wheel - Black PVC w/Integral Cruise Control Switches, includes Audio Controls	N/C
90P	Power Equipment Group - (Included in (90A) Appearance Group) <i>Includes power front side windows, power door locks and door trim panel.</i>	\$470.00
588	Radio: AM/FM Stereo w/2 Speakers, USB input, Clock Display and Bluetooth	STD
Cab Exterior		
54P	Mirrors, Dual - Heated & Motorized Rectangular, XL2020 - 96" Width <i>Integral spot mirror, sail type, solid black finish.</i>	\$245.00
63F	Aux Spot Mirrors - Front Fender Mounted - (2) Driver Side and Passenger Side	\$225.00
Ship-Thru		
21A	Pre-Delivery Inspection Selection requires that you also choose either (314) or (31F) or (31V) to have the Inspection performed. Required with any final Ship-To that is not a dealer.	N/C
31F	Ship-Thru - NFS National Fleet Services MAY be selected w/o adding (21A). For MODIFICATIONS ONLY, Dealer must make arrangements directly with NFS (please use CVT Resources for add. Info).	N/C

Miscellaneous

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Alan Rosner
12/07/2021

Sam Pack's Five Star Ford | 1635 I-35 East Carrollton Texas | 75006

2023 F-750 Diesel Regular Cab Base (F7D)

Price Level: 315 | Quote ID: TOFM-DUMP

As Configured Vehicle (cont'd)

Code	Description	MSRP
PAINT	Paint Type - Environmentally Friendly, "3 - Wet System"	STD

Fleet Options

B4A	Net Invoice Fleet Option	\$0.00
SUBTOTAL		\$77,315.00
Destination Charge		\$2,095.00
TOTAL		\$79,410.00

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Pricing Summary - Single Vehicle

Vehicle Pricing

Base Vehicle Price

Options

Colors

Upfitting

Fleet Discount

Destination Charge

Total

Customer Signature

Acceptance Date



Prepared by: Alan Rosner
12/07/2021

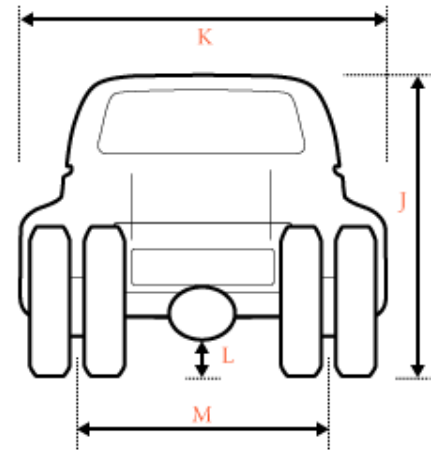
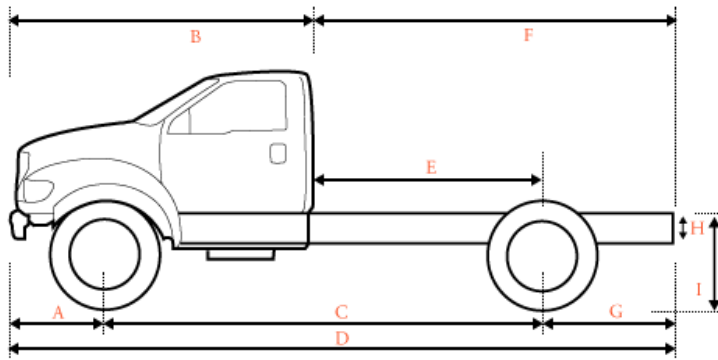
Sam Pack's Five Star Ford | 1635 I-35 East Carrollton Texas | 75006

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Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Dimensions

A	Front of Bumper to Front Axle	39.00 in.
B	Front Bumper to Back of Cab (BBC)	113.00 in.
C	Wheelbase (WB)	158.00 in.
D	Overall Length (OAL)	246.00 in.
E	Back of Cab to Rear Axle (CA)	84.00 in.
F	Back of Cab to End of Frame	133.00 in.
G	Rear Axle to End of Frame (AF)	49.00 in.
H	Frame Section Height	10.30 in.
I	Rear Frame Height Unloaded	38.00 in.
I	Rear Frame Height Loaded	36.50 in.
J	Cab Height	94.30 in.
K	Body Width	96.70 in.
L	Maximum Ground Clearance	N/A
L	Minimum Ground Clearance	N/A
M	Front Tread	83.50 in.
M	Rear Tread	72.70 in.

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Prepared by: Alan Rosner
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Sam Pack's Five Star Ford | 1635 I-35 East Carrollton Texas | 75006

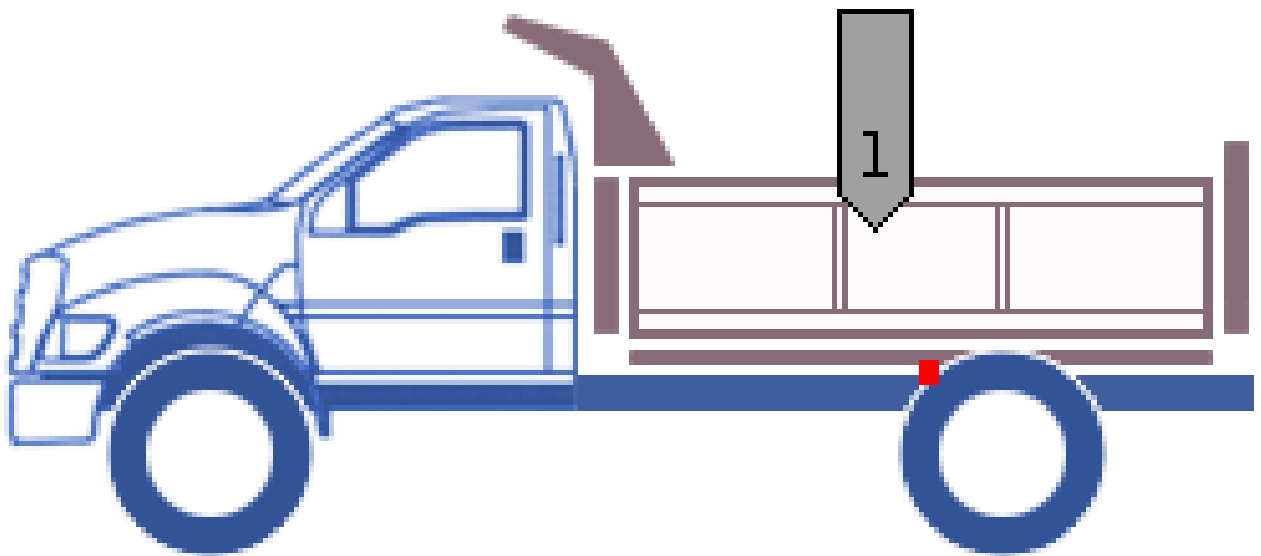
2023 F-750 Diesel Regular Cab Base (F7D)

Price Level: 315 | Quote ID: TOFM-DUMP

Vehicle Dimension and Performance Summary (cont'd)

Body Specs

Truck body style:	Dump
Cab to body gap:	3.00 in.
Body length:	10.83 ft
Body tare weight:	2,600 lbs
Body width:	96 in.
Body height from ground:	114 in.
Body Centre gravity (from front):	65.00 in.



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Vehicle Dimension and Performance Summary (cont'd)

Weight

Licensing

GVWR exceeds 26,000 lbs and requires a Commercial Driver's License (CDL). Contact your local state commercial driver licensing office for specifics on what your state requires.

GVW	Front Axle	Rear Axle	Totals
Chassis	6,617 lbs	3,863 lbs	10,480 lbs
Body	263 lbs	2,337 lbs	2,600 lbs
Occupants Weight	200 lbs	100 lbs	300 lbs
1 Max Payload - (Max Payload)	2,920 lbs	14,700 lbs	17,620 lbs
TOTAL	10,000 lbs	21,000 lbs	31,000 lbs

Ratings	Front Axle	Rear Axle	GVWR
GAWR	10,000 lbs	21,000 lbs	31,000 lbs
Wheels/Tires	12,350 lbs	23,360 lbs	
Suspension	10,000 lbs	21,000 lbs	
Axle	10,000 lbs	21,000 lbs	
Legal Axle Limit	0 lbs	0 lbs	

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Vehicle Dimension and Performance Summary (cont'd)

Start, Grade and Speed

Shift Indicator

Vehicle equipped **without** Park Pawl. Shift indicator will display **RNDM**.

Start	Ratio	Desired	Calculated
Start grade capability in 1st gear	3.97	15.00 %	20.40 %
Start grade capability in reverse	3.13	15.00 %	16.05 %
Grade	Ratio	Desired	Calculated
Maximum grade in 4th gear	1.15	3.00 %	6.38 %
Maximum grade in 5th gear	0.86	3.00 %	4.76 %
Maximum grade in 6th gear	0.67	3.00 %	3.74 %
Speed		Desired	Calculated
Top Speed (level grade)		75 mph	108 mph
<i>To meet your requirement you need a maximum axle ratio of 7.64</i>			
Top Speed on 3.0% grade		55 mph	
<i>To meet your requirement you need a maximum of 188 hp</i>			
Cruise Speed		60 mph	78 mph
Engine RPM at desired cruise speed			1,772 rpm

Variables in Use

Rear axle ratio:	5.29/5.29	Governed RPM:	3,200 rpm
Tire size:	11R22.5 (497 rev/mile)	Frontal Area:	57.28 Sq.Ft.
Gross Vehicle Weight (GVW):	31,000 lbs	Cruising RPM:	2,300 rpm
Clutch engagement torque:	350 ft.lbs.	Worst road surface	Typical Highway
Torque conversion ratio:	1.85	Final Drive Ratio:	0.67
Peak engine torque:	700 ft.lbs.	Drag Coefficient	0.80
Engine Power:	270 hp @ 2,400 rpm		



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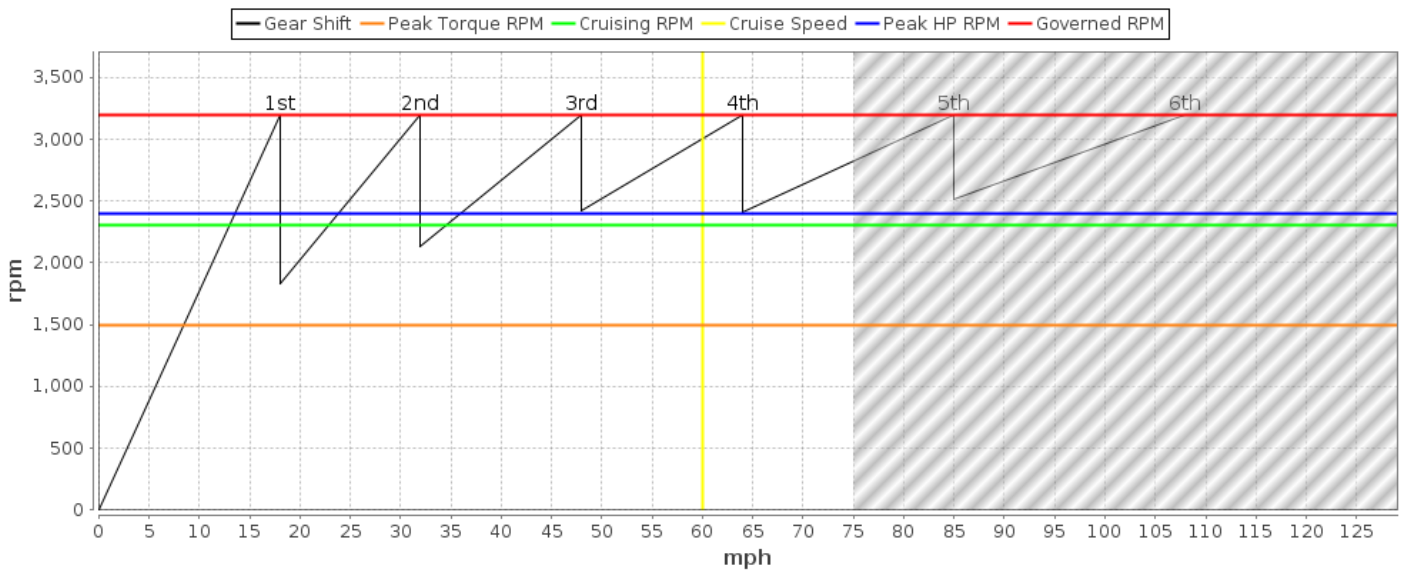
Vehicle Dimension and Performance Summary (cont'd)

Shift Chart

Shift Chart displays mathematical geared speed.

Diesel engines use Governed RPM for shift points.

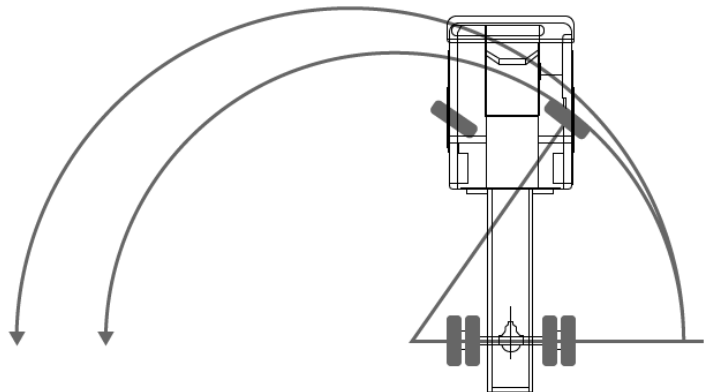
Gas engines use Peak Torque RPM for shift points.



Turning Radius

Turning radius to curb:..... 21.92 ft

Turning radius to bumper:..... 23.49 ft





TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: May 2, 2022

FROM: Mark Long, Assistant Director of Parks and Recreation

ITEM: Consider approval of a Charter Service Agreement with Durham School Services, L.P., in the amount of \$35,500, to provide shuttle buses for various special events and the day camp program; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Town of Flower Mound Parks and Recreation Department annually uses transportation services for its summer camp field trips, Christmas Parade and Tree Lighting Ceremony, and Independence Fest. It is of the highest importance the transportation of our residents be done in a timely, safe, and professional manner.

On February 10, 2022, proposals were received for Charter Shuttle Busses for Various Special Events (RFP No. 2022-3-A). Durham School Services, L.P. submitted the lowest qualified proposal of the four responding bidders. Parks and Recreation staff have worked with Durham School Services for over 14 years, and they have sufficiently provided transportation service during that time. Durham School Services is a national company that provides transportation services for the Dallas Cowboys and Texas Rangers games, and transportation needs of students all over the country. They have an office in Dallas and will provide a local point of contact to assist with planning and logistics and will provide on-site staff support during the Independence Fest and Christmas Parade/Tree Lighting events.

The agreement will be a one-year agreement with the option for up to four (4), one-year renewals.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: The Town Council could deny approval of the agreement and request that staff put it back out to bid.

FISCAL IMPACT: \$35,500.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$18,500	100-630-34200-5110
\$17,000	100-630-34420-5110

Finance Review by: Tammy Wilson, Chief Financial Officer *tw*

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

ATTACHMENTS:

1. Charter Services Agreement

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

**TOWN OF FLOWER MOUND
STANDARD TERMS & CONDITIONS FOR SERVICES/PRODUCTS**

This Contract is made by the Town of Flower Mound, Texas, a municipal Corporation ("Town") and Durham School Services, L.P. ("Contractor"). The Town and Contractor agree:

1. **EMPLOYMENT OF THE CONTRACTOR.** The Town agrees to retain the Contractor, and the Contractor agrees to provide products/services relative to: Transportation Services (hereinafter referred to as "Services") in connection with the terms and conditions as set forth in the Contract Documents, attached hereto and incorporated by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in the solicitation. Deviations from the scope of work may be authorized from time to time by the Town in writing.
3. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Contract and work is to commence immediately.
4. **CONTRACT PERIOD.** The initial contract period will be one year, with four (4) optional one-year renewal periods from date of award of contract. All pricing is to remain firm during the contract period. This agreement may be terminated by either party with written notice at least ninety (90) days prior to the current term renewal date, indicating their intent not to renew.
5. **COMPENSATION.** Contractor's total compensation for products or services to be performed and expenses to be incurred is specified in the Contractor's Pricing Sheet or Criteria.
6. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within 30 days after receipt of the invoice for the previous month's service. In the event payment is not received within thirty (30) days, a late charge of 1.5% per month of the outstanding balance will be assessed upon the Town's account.
7. **PRICING ESCALATION:** Unless otherwise stated in the specification herein, prices must remain firm for the initial term of the contract. The contracted vendor may request an adjustment at the time of contract renewal by submitted a request in written form to the Purchasing Manager. Basis for price escalation should be based on the consumer price index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted vendor shall provide the Town with copies of the appropriate indices for verification purposes. The Town of

Flower Mound reserves the right to approve or reject any and all request for price escalations.

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

selection for training (including apprenticeships), and participation in recreational activities.

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

15. TERMINATION OF CONTRACT. Town may terminate this contract upon ninety (90) days written notice to Contractor, except in the event (i) Contractor is in breach of this Contract or (ii) Contractor fails to comply with the terms of pricing. If either of the foregoing conditions exists, Town shall notify Contractor and Contractor shall be given two (2) days to cure such breach. Should Contractor fail to cure to the satisfaction of the Town, Town may terminate this Contract upon written notice.

- a. Furthermore, the Town retains the right to terminate this Contract at the expiration of each Town budget period (September 30) during the term of this Contract, even without prior notice as described in the preceding sentence.
- b. In the event of any termination hereunder, the Contractor consents to Town's selection of another Contractor to assist the Town in any way in completing the Services. Contractor further agrees to cooperate and provide any information requested by Town in connection with the completion of the Services.
- c. Contractor shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that Contractor shall receive a portion of fees and expenses permitted under this Contract in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the Town of any remedies against Contractor that may be available under applicable law.

- d. In addition to any other termination rights set in this Agreement and without prejudice to any other rights or remedies that either Party may have, either Party may terminate this Agreement immediately by delivery of written notice to the other Party at any time if any of the following occur: (i) the other Party files a voluntary petition for bankruptcy which is not dismissed within ninety (90) days; (ii) the other Party discontinues its business; (iii) a receiver or trustee of any of the other Party's property is appointed and such appointment is not discharged within ninety (90) days; (iv) the other Party breaches a material provision of this Agreement and such default is not cured within fifteen (15) business days after written notice thereof; and (v) any of the representations or warranties made by the other Party in this Agreement prove to be untrue or inaccurate in any material respect.
16. **CONTRACTOR'S REPRESENTATIONS.** Contractor hereby represents to Town that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.
17. **TOWN APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to Contractor for additional work without the Town's written approval before such work begins.
 - a. **PERFORMANCE BY CONTRACTOR.** All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with the Contract Documents, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by contractor or by any contractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the Town's prior written consent.
18. **DAMAGE.** In all instances where Town property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the Town's Public Works Division by 8 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of Town property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to Town property or equipment caused by the Contractor's officers, employees or agents.
19. **TOWN OBJECTION TO PERSONNEL.** If at any time after entering into this Contract, Town has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the Town has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.

20. **COMPLIANCE WITH LAWS.** The Contractor warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town's Representative are followed.
21. **ENTIRE CONTRACT.** This instrument together with the Contract Documents of which this Contract is a part contains the entire Contract between the Town and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.
22. **ADVERTISING:** Contractor shall not advertise or publish, without Town's prior consent, the fact that Town has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
23. **IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C 1324a):** The Town supports the Immigration Reform and Control Act (IRCA), which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Seller and its subcontractors shall at all times during the term of the contract with the Town comply with the requirement of IRCA and shall notify the Town within fifteen (15) working days of receiving notice of a violation of IRCA. The Seller also warrants that it has not had an IRCA violation within the last five (5) years. The Town may terminate a contract with the Seller if the Town determines that (a) the Seller or its subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years or (b) the Seller or its subcontractors fail to timely notify the Town of an IRCA violation.
24. **NO BOYCOTT OF ISRAEL:** Pursuant to Texas Government Code Chapter 2270, the Seller agrees that acceptance of these Terms & Conditions serves as written verification that 1) Seller does not boycott Israel, as defined by Texas Government Code Section 808.001 and 2) Seller will not boycott Israel during the term of the contract.
25. **COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION:** Pursuant to Texas Government Code Chapter 2252, Subchapter F. Seller affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.
26. **PROHIBITING FORCED LABOR.** Both Parties warrant that neither its

organization or its subcontractors will use child, slave, prisoner, or any other form of forced or involuntary labor and both Parties agree to comply with all applicable anti-human trafficking and modern slavery laws.

27. **LIMITATIONS OF LIABILITY.** In no event shall either party be liable for consequential, special, indirect, incidental, punitive or exemplary damages.
28. **ANTI-BRIBERY AND CORRUPTION.** Contractor shall not themselves, or in connection with any other party, corruptly solicit, receive or agree to receive for themselves or for any other person; or offer or agree to give to any person working for the Town or any Contractor who has a contract with the Town any gift or consideration of any kind as an inducement or reward for doing or not doing anything, or for showing favor or disfavor to any person, in relation to this Agreement or any other contract to which the Town is a party.
29. **FORCE MAJEURE.** Contractor shall be excused from performance hereunder, and Town shall not be allowed to levy any damages or penalties, liquidated or otherwise during the time and to the extent that Contractor is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, state of emergency, terrorism, epidemic, pandemic, governmental / executive order, quarantine, strike, lockout, labor dispute, oil or fuel shortage, freight embargo, rationing or unavailability of materials or products, loss of transportation facilities, commandeering of equipment, materials, products, plants, or facilities by the Government, or any other occurrence which is beyond the control of Contractor, or renders Contractor's performance of this Agreement commercially impracticable, excessively difficult, expensive or harmful for Contractor's employees to perform.
30. **PASSENGER CONDUCT.** At any time during the charter trip, the Contractor, or the driver as the Contractor's representative, reserves the right to refuse to transport any person or persons that Contractor or its representative believes to be in violation of the Charter Passenger Policy attached hereto as Attachment A. Compliance with this policy is required of each passenger. Failure to comply with this policy may result in immediate removal up to suspension of charter transportation privileges for that passenger. Contractor is not responsible for any passengers who have not boarded the vehicle at the time of departure. Town must provide their own supervision if required. The Contractor is not responsible for the Town's failure to provide supervision. Any activity that interferes with the safe operation of the vehicle shall be discontinued immediately. Use of any external signage or decoration requires prior Contractor approval and may be subject to applicable law.
31. **INDEMNIFICATION** - Contractor shall defend, indemnify and hold Town, its elected officials, appointed officials, officers, agents, or employees harmless from and against all losses and expenses (including costs of attorneys' fees) by reason of liability imposed by law upon Town for damages because of bodily injury,

personal injury, including death at any time resulting there from, sustained by any person or persons, or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this agreement, provided such injuries to persons or damage to property are due to the negligent or intentional acts or omissions of Contractor, its officers, agents, employees, subcontractors, and any other person or persons under Contractor's direct supervision or control. Contractor agrees to utilize qualified personnel on chartered vehicles who, for the purpose of driving Contractor's vehicles, shall be considered under Contractor's direct supervision and control.

32. INSURANCE.

- a. Contractor will, at its expense, obtain and maintain in full force and effect throughout the term hereof policies of insurance for comprehensive general and automobile liability coverages with aggregate limits of at least \$1,000,000.00 per occurrence. Contractor will, at its expense, obtain and maintain in full force and effect throughout the term hereof an umbrella liability coverage of \$4,000,000.00. Such insurance coverages will be endorsed to name Town as an additional insured to the extent of the contractual obligations assumed by Contractor under this Agreement. As an additional insured, Town will be insured for the full limits of Contractor's general and auto liability insurance coverages. Certificates of insurance will be provided to Town prior to or upon execution of this Agreement. Each certificate of insurance shall provide that if the insurance policy is cancelled or lapses for any reason, or any substantial change is made in policy terms, conditions or coverage, then such cancellation, lapse or change shall not be effective as to Town until thirty (30) days after Town's receipt of written notice from the insurer regarding such cancellation, lapse or change in policy terms, conditions, or coverage.
- b. Contractor will comply with all Workers Compensation, Employer's Liability and other federal, state, county and municipal laws, ordinances, rules and regulations required of an employer performing services as herein contemplated and will meet all statutory limits covering all employees involved with the services provided under this Agreement.

- 33. CONTRACTOR'S PERSONNEL.** Contractor shall provide a sufficient number of professional, qualified drivers who meet all requirements as set forth in all applicable administrative, state, and federal laws. All such drivers will at all times be employees of Contractor and not Town. Contractor at all times will be an independent contractor with full and complete responsibility for all of its employees, agents and subcontractors. To that end, Contractor will employ and direct such personnel as it requires to perform said services, will exercise full and complete authority over its personnel, and will have the sole right to hire and discharge said persons; provided, however, Contractor shall, upon objection from Town concerning the conduct, demeanor or appearance of any employee of Contractor

immediately take all reasonable remedial steps necessary, including, without limitation, removing the employee from involvement with the services. Contractor will provide Town with a list of all drivers who will be operating the services.

34. **COMPLIANCE WITH RULES, REGULATIONS, AND LAWS.** In performing the services hereunder, Contractor shall at all times comply with any and all applicable municipal, county, state and federal rules, regulations and laws governing its operations as a motor passenger carrier.

35. **MAILING ADDRESSES.** All notices and communications concerning this Contract to be mailed or delivered to the Town shall be sent to the address of the Town as follow, unless and until the Contractor is otherwise notified:

Sabrina Zadow
Purchasing Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

All notices and communications under this Contract to be mailed or delivered to the Contractor shall be sent to the address listed below until the Town is otherwise notified:

Paul D. Egger
Vice President, Charter Business
DURHAM SCHOOL SERVICES
2713 River Ave
Rosemead, CA 91770

Any notices and communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand-delivered.

36. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in the Contract for any reason is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been included.
37. **GOVERNING LAW.** The validity of this Contract and of any of its terms or provisions as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law. Venue for this Contract shall be located in Denton County, Texas.
38. **COUNTERPARTS.** The Contract may be signed in counterparts, each of which shall be deemed to be an original.

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

AGREED TO BY:

TOWN OF FLOWER MOUND, TEXAS

By: _____
Paul D. Egger
Vice President, Charter Business

By: _____
Mayor Derek France

Date: _____

Date: _____

ATTACHMENT A

Charter Passenger Policy – School Bus

Purpose

This policy provides guidance to the Customer regarding all charter transportation passengers, including but not limited to, employees, staff, and customers of the Customer who ride the charter buses provided by the Carrier.

Scope

This policy prohibits the following acts on any Carrier vehicle which is used as part of the services Carrier provides to Customer under the Agreement:

- Smoking tobacco or any other substance or carrying a lighted or smoldering substance in any form.
- With the exception of peace officers, carrying aboard any weapon.
- Carrying aboard any flammable or explosive substance except for matches and cigarette lighters. For example, cooking stoves, propane tanks and other fuels are prohibited. Carrying aboard any package or article of a size which will block any aisle, emergency exit, or stairway of the vehicle.
- Carrying aboard any animal not housed in an enclosed carrying container. Such container cannot block or hinder travel in the aisle, emergency exit, or stairway. Service animals are allowed.
- Carrying aboard a stroller unless such item is folded and unoccupied. Strollers must remain folded while aboard the vehicle and must not block or obstruct an aisle, emergency exit, or stairway.
- Playing radios or other audio devices or musical instruments aboard unless the only sound produced by such item is emitted by a personal listening attachment (earphone) audible only to the person carrying the device producing the sound. An exception exists for peace officers, security guards, and for Carrier officials while performing their official duties.
- Littering, discarding, or depositing any trash, debris, or offensive substances in non-appropriate places.
- Spitting, urinating, or defecating.
- Damaging, writing upon, or otherwise defacing or altering property.

- Fighting or engaging in any violent, tumultuous, or threatening behavior.
- Making excessive and unnecessary noise or using profanity.
- Obstructing the free movement of passengers.
- Interfering with the safe operation or movement of a Carrier vehicle or operator.
- Standing or otherwise occupying any space in front of the line marked on the forward end of the floor of the vehicle or otherwise conducting himself in such a manner as to obstruct the vision of the vehicle operator while the vehicle is in motion.
- Impeding the opening of, or interfering or tampering with, or otherwise obstructing the operation or use of, any window, door, or other emergency exit.
- Standing in the way of direction or impeding the vehicle from moving.
- Posting or removing any notice or advertisement unless authorized by a Carrier official.
- Throwing any stone, wood, snow or other substance at, into, or from any Carrier vehicle.
- Gambling or soliciting others to engage in gambling.
- Engaging in any activity prohibited by State, County, or Municipal law.
- Entering or exiting a Carrier vehicle through the rear exit door unless directed by a Carrier official or in the event of an emergency.
- Climbing through a window or extending an arm, leg or head out the window of any Carrier vehicle.
- Hanging onto or attaching oneself to any exterior part of a Carrier vehicle while the vehicle is resting or in motion.
- Running or engaging in any horseplay.
- Refusing to leave any Carrier vehicle after having been ordered to do so by the operator of the vehicle, a security guard, peace officer, or Carrier official or supervisor.

Customer further agrees to:

- Comply with all applicable laws, rules, regulations, and ordinances.

- Keep the first row of seat open at all times.

Compliance

If a Carrier operator encounters any individual(s) violating this policy on a Carrier vehicle, the operator will ask the individual(s) to stop the activity or leave the premises. If the individual(s) persist in their conduct, the Carrier will notify a peace officer who will take the appropriate action. Compliance with this policy is required of each passenger. Failure to comply with this policy may result in immediate removal up to suspension of charter transportation privileges.



TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: May 2, 2022

FROM: Dale Crown, P.E., Senior Project Engineer

ITEM: Consider approval of a First Amendment to the Professional Services Agreement with CP&Y, Inc., for the design phase services associated with the FM 2499 at FM 3040 Intersection Improvements project, to increase the design fee by \$23,960.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On March 1, 2021, the Professional Services Agreement for the FM 2499 at FM 3040 Intersection Improvements project was approved, in the amount of \$249,985.00, to CP&Y, Inc. The attached First Amendment to the Professional Services Agreement provides for creation of additional parcel documents needed in support of purchasing right-of-way and easements for constructing additional lanes at the FM 2499 at FM 3040 intersection.

If approved, the amendment will increase the contract amount by \$23,960.00 to \$273,945.00.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: Additional right-of-way and easements are required to be purchased to accommodate new turn lanes associated with the project. A decision to not approve the proposed Professional Services Agreement amendment would result in the project being unable to move forward due to inadequate right-of-way and easements.

FISCAL IMPACT: \$23,960.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$23,960.00	505-220-77115-6070

Finance Review by: Tammy Wilson, Chief Financial Officer *tw*

Total project cost is \$3,000,000 Funding sources are:

- Other \$ 556,923
- Tax debt \$ 824,077
- Impact Fees \$ 1,619,000

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

ATTACHMENTS:

1. First Amendment to Professional Services Agreement

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH
CP&Y, INC.**

This First Amendment to Professional Services Agreement (“First Amendment”) is entered into on this _____ day of _____, 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 **CP&Y, Inc.**, (“hereinafter referred to as “Consultant”) regarding the following project:

FM 2499 AT FM 3040 INTERSECTION IMPROVEMENTS

I. RECITALS

WHEREAS, Town entered into a professional engineering design and related construction services from Consultant for the FM 2499 at FM 3040 Intersection Improvements project (“Services”) on or about the 1st day of March, 2021 (the “Contract”); and

WHEREAS, Town and Consultant both desire to amend the Contract and Consultant is willing to undertake the performance of such additional services and agrees to the increased cost for such services as expressed herein;

II. TERMS OF AMENDMENT

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:

A.

Recitals Incorporated

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

B.

Amendment of Paragraph No. II

From and after the approval of this First Amendment, Section II of the Contract, entitled “Scope of Services” is hereby deleted in its entirety and replaced with a new Paragraph No. II to read as follows:

“CONSULTANT shall perform such professional engineering services, not necessarily limited to, the tasks enumerated more fully in Attachment “A-1” entitled “Scope of Services”, as are necessary to complete the FM 2499 at FM 3040

Intersection Improvements project (hereafter referred to collectively as the “Project”). Attachment “A-1” 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-1” and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.”

C.

Amendment of Paragraph No. III

From and after the approval of this First Amendment, Section III of the Contract entitled “Payment for Services” is amended in part by deleting the first paragraph of said Section III and replacing it with a new paragraph reading as follows and leaving all other provisions of Section III intact and unchanged:

“Total payment for services described herein for the Services for the Project shall be a sum not to exceed Two Hundred Seventy Three Thousand Nine Hundred Forty Five and No/100 Dollars (\$273,945.00) as specified in Attachment “D-2”.”

D.

Revisions of the Scope of Services

From and after the approval of this First Amendment, Attachment “A”, is replaced by the document attached hereto and incorporated herein by reference as Attachment “A-1” to the Contract. In case of conflict in the language of Attachment “A-1” and any other provision of the Contract, as amended by this First Amendment, the terms and conditions of the Contract, as amended by the First Amendment, shall control, and shall be final and binding upon both parties hereto.

From and after the approval of this First Amendment, Attachment “D-1”, is replaced by the document attached hereto and incorporated herein by reference as Attachment “D-2” to the Contract. In case of conflict in the language of Attachment “D-2” and any other provision of the Contract, as amended by this First Amendment, the terms and conditions of the Contract, as amended by the First Amendment, shall control, and be final and binding upon both parties hereto.

E.

Contract Controls

All other provisions of the Contract remain in full force and effect. In the event of a conflict or an inconsistency between the Contract and/or the First Amendment, the terms of the First Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first written above.

THE TOWN OF FLOWER MOUND, TEXAS

By: _____
The Honorable Derek France
Mayor, Town of Flower Mound

Date Signed: _____

Attest:

Town Secretary

CP&Y, INC.

By: Name Robin Handel, PETitle Senior Vice PresidentDate Signed: 4/13/2022

State of Texas §

County of Denton §

This instrument was acknowledged before me on the 13 day of April, 2022, by Robin Handel, in his capacity as Senior Vice President of **CP&Y, Inc.**, 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 **CP&Y, Inc.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 13th DAY OF April, 2022.


Notary Public, State of Texas

My Commission Expires:

October 23, 2024

EXHIBIT A-1
SCOPE OF SERVICES
FOR
FM 2499 / FM 3040 INTERSECTION IMPROVEMENTS
FLOWER MOUND, TEXAS

The scope of work for services provided by CP&Y, Inc. (the “Engineer”) includes field surveying, engineering design, preparation of plans and specifications, computing of construction quantities, preparation of an opinion of probable cost, and preparation of construction bid documents. The standard drawings and specifications published by TxDOT will be utilized on the project and supplemented where necessary by standard drawings and specifications from the Town of Flower Mound, Texas (“Town”) and/or North Central Texas Council of Governments (“NCTCOG”).

The project involves improvements to the intersection of FM 2499 (Cross Timbers Road) and FM 3040 (Flower Mound Road). Improvements will include reconfiguration to provide a dual left turn, three thru lanes, and a dedicated right turn lane for each direction. The east-bound portion of FM 3040 will continue to have a dual-right turn lane as currently exists. Relocation of sidewalks, ramps, signage, utilities, and signal poles will be included as part of the design. Signal poles will be updated or replaced as needed to provide proper signalization for the new lane configurations.

It is the intent of the Town to provide additional capacity at this intersection to improve the overall Level of Service (LOS). Any necessary right-of-way needs to allow for the improvements will be obtained by the Town prior to construction.

Consultant services for this project shall include all aspects of the work as set forth in the following Scope of Services (Exhibit A), and in coordination with Services to be provided by the Town (Exhibit B). Any of the items identified herein that are specifically excluded from this scope of work, items not listed below that are desired by the Town to be included in the scope of work, or needs beyond the design scope as a result of TxDOT involvement may be added at any time via a duly executed Amendment defining the scope of those items and the related adjustment to the agreed upon fee.

The parameters for the design of the improvements shall include the following:

- A topographical and boundary survey of the project area will be performed to establish existing conditions, topography of the project site, and existing right-of-way limits. A separate ‘kmz’ file has been provided to the Town to delineate limits of the topographic survey.
- A geotechnical investigation is not anticipated with this project and is excluded from this scope. Existing pavement design will be utilized to match pavement type and thickness, including subgrade type and thickness.

- Drainage areas will be checked/redelineated to ensure if inlet capacity due to the addition of impervious cover (pavement resulting from the new turn lanes, etc.). If necessary, inlet sizing may be increased or additional inlets may be added to meet capacity, however no storm line design or analysis work is anticipated unless it is to extend an inlet due to new curb/gutter lines. The main storm system will remain as is and will not be analyzed or improved upon with this contract. If storm system analysis/improvement become necessary, it may be added as an amendment to the scope. TxDOT storm inlet analysis and standards will be utilized on this project.
- Improvements to the intersection will include pavement widening, reconstruction of existing pavement to assist with lane reconfiguration, and reconstruction of medians. Lane width will be no less than 12-feet for any turn or thru lane to satisfy the Town of Flower Mound Master Thoroughfare Plan and satisfy TxDOT lane width minimums. Existing pavement will be salvaged where possible and existing slopes/grades will be matched.
- Reconstruction of sidewalk (6' wide) and Barrier Free Ramps (BFR) at each intersection corner and along areas of improvement. The sidewalk will be salvaged where possible and upsized where needed to meet the 6' minimum width. Sidewalks on private property will remain as-is and will be reconnected to the sidewalks along FM 2499 and FM 3040.
- Adjustments, Improvements, or Replacement of existing signal poles to work with the new intersection layout. New poles will only be required if the existing is unable to remain due to road improvements and/or the mast arm being unable to provide the necessary signal head needs or reach for the intersection layout. Signal control boxes and necessary equipment will be upgraded and improved when necessary.
- Erosion control plans for use during construction and post construction. Erosion control to include inlet protection, sodding and/or seeding as necessary to re-establish vegetation. No landscape planning is anticipated and is excluded from the scope.
- Submittals to the Town of work-in-progress shall be made at 30%, 60%, 90% and 100% stages of completion, as more fully defined in Exhibit C. Each submittal will follow the Town's requirements while utilizing TxDOT standards and specifications.
- All plan sheets for review and construction shall be printed on 11"x17" bond paper and provided electronically in PDF format if requested.
- All design work shall be prepared in CAD with electronic files in MicroStation V8i and AutoCAD format. File can be provided to the Town upon completion of the record drawings if necessary.
- Standard and typical details of TxDOT, the Town, and NCTCOG selected for use will be included in the final plans and specifications. Plans and Specifications will follow Town of Flower Mound requirements and utilize TxDOT standards and details.
- Special details not available as a standard drawing by TxDOT, the Town, or NCTCOG will be prepared, as necessary.

- The Engineer will perform the necessary engineering and technical services for the Design, Bid, and Construction Phases, including any Additional Services for the development of this project in accordance with the following sections of this agreement. These items will follow Town of Flower Mound requirements and utilize TxDOT design requirements and details.

TASK 1 PROJECT MANAGEMENT & ADMINISTRATIVE TASKS

1. Project Management, Administration and Coordination

The Engineer will establish and maintain project schedules and budgets, develop monthly progress reports, prepare invoices, and attend no more than four (4) design meetings with the Town, TxDOT and/or other entities during the project.

It is assumed the meetings will under this task will include (1) with the Town to kick off the project, (3) with the Town to review/discuss milestone submittals (30/60/90).

2. Agency Coordination

FM 2499 and FM 3040 are both TxDOT Facilities and will require TxDOT coordination for various tasks on this project. Coordination with TxDOT will be handled by the Town. The Engineer will provide assistance and support with coordination and deliverables to TxDOT.

3. Site Visits/Field Investigations

Engineer will perform two site visits with the survey and design of this project. Engineer anticipates a pre design site visit to review the survey and become familiar with existing conditions and a second site visit near the end of the design to verify various elements and the design.

TASK 2 SURVEY

Prepare and execute topographical and boundary surveys for the design and construction of the project.

- a. Engineer will prepare and distribute Right-of-Entry (ROE) letters to affected property owners within the project limits requesting entry onto private property. The Town of Flower Mound will provide assistance if necessary.
- b. Recover and or establish horizontal and vertical control based on Town of Flower Mound or other applicable datum approved by the Town.
- c. Establish the horizontal and vertical project control per Town of Flower Mound, locate existing utilities, obtain cross section data and locate other topographical features in the project necessary for design. The general field surveying requirements are as follows:

- (i) Establish the horizontal control points using any Town control points if readily available. The project base line will be coincidental with or parallel to the stationed design baseline. The ROW will be established by using existing property corners found and tied. If insufficient or conflicting property data is found, a right-of-way survey shall be prepared as an additional service as directed by Town. Any traverse related to the project will be performed with appropriate modified second order procedures by closed loop into the project control. Closures will be one part in 20,000 or better.
 - (ii) The vertical control survey shall include ties into any readily available Town benchmark for correlation. A Town approved benchmark will be established at the limits of the project and tied to the project baseline. Benchmarks shall be located outside of the anticipated construction area, so they are not disturbed during construction.
 - (iii) Provide drawing of all trees greater than 4" in caliper, paving, and all surface and overhead features within the project limits including: all visible surface appurtenances such as power poles, guy anchors, overhead electric line crossings, telephone pedestals and cabinets, pipeline signs and vents, valves, manholes, roadway signs (size and photographs), mailboxes, private driveways, turnouts, fences. All existing drainage structures will be shown, to include: Flow line, riprap, headwall and wingwall elevations for drainage structures. The culvert dimensions, number of barrels, material type and photographs shall be noted for each drainage structure.
- d. Information Submittal

All fieldwork will be documented and made available to Town for review if requested. Format of field data submittals will be a computer output listing of data collector information which includes x, y, & z coordinates and a description of each point; coordinate geometry computer output of traverses and level loops; field books if produced; or other acceptable formats. Survey files will be provided in ASCII format where applicable. A Digital Terrain Model shall be created and the MicroStation 3-D file including, but not limited to, break lines, elevation points, triangles and contours, on separate levels. Field Survey Data Collection.

TASK 3 SUBSURFACE UTILITY ENGINEERING (SUE)

Engineer will provide Level C/D Subsurface Utility Engineering services to locate existing utilities within the project limits. Level A/B SUE services are excluded from the scope and can be added to the project on an as-needed basis with Town approval.

SUE includes utility investigations above ground and subsurface prepared in accordance with AASHTO standards [ASCE C-1 38-02] and Utility Qualifications Levels:

- Quality Level D – Existing Records; Utilities are plotted from review of available

records.

- Quality Level C – Surface Visible Feature Survey; Quality level ‘D’ information from existing records is correlated with surveyed surface-visible features. Includes Quality Level D information. If there are variances in the designated work area of Level D, a new schematic or plan layout will be necessary to identify the limits of the proposed project and the limits of the work are required for the work authorization.
- ~~Quality Level B – Designate two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to established survey control. Incorporates quality levels C and D, a new schematic or play layout will be necessary to identify the limits the proposed project and the limits of the work area required for the work authorization.~~
- ~~Quality Level A – Locate (Test Hole) Three-dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through test holes and measuring and recording (to appropriate survey control) utility/environment data. Incorporates quality level B, C, and D information to produce Quality Level A.~~

Any utilities discovered through field investigative efforts by the Engineer, but no plan records or ownership data can be identified will be referred to as ‘unknown’ utilities.

Engineer will request utility records on all crossing utilities from the Client, Public Utilities and Private Utilities who provide service within the project area, as well as other sources, in an effort to develop a comprehensive inventory of utility systems likely to be encountered. This includes create and call in locate tickets with Texas811 for the project limits to be coordinated with survey.

Deliverable will consist of a Quality Level C Microstation (DGN) 2D file depicting all sub-surface utilities found from record drawings, research, and above ground investigations in accordance with TxDOT requirements. These files can be provided in AutoCAD format (DWG) as well if necessary.

TASK 4 30% DESIGN PHASE

1. Preliminary Title Sheet

A project title sheet will be prepared as required for use in the construction plans. A detailed index of sheets that shows each sheet’s location in the plan set as well as it’s corresponding sheet number.

2. Existing and Proposed Typical Sections

Typical sections for all proposed and existing roadways will be provided. Typical sections will include, at a minimum, width of travel lanes, shoulders, border widths, curb offsets, ROW, baselines, pavement design, joints, side slopes, sodding/seeding, sidewalks, and station limits (if applicable).

3. Preliminary Traffic Control

Traffic Control Plans (TCP) will be developed and include TCP typical sections for the project. TCP will be developed in accordance with the latest edition of the TMUTCD. The Engineer will implement the current Barricade and Construction (BC) standards and TCP standards as applicable. The Engineer will provide the following:

- Written narrative of the construction sequencing and work activities per phase and determine the existing and proposed traffic control devices to be used to handle traffic during each construction phase.
- Traffic control typical sections for each phase of the construction sequence to clearly delineate the position of the existing traffic with respect to the proposed construction.
- Temporary roadways and or pavement necessary to maintain lane continuity throughout the construction phase.

4. Control Data Sheets

Control Data sheets will be provided to show project control and benchmarks for construction. Horizontal alignment data will be provided to establish a baseline for the project.

5. Preliminary Plan Sheets

Horizontal alignments will be displayed on, plan sheets. These plan sheets will be a minimum of 1"=40' half-size (11"x17") and contain topographic information, roadway baselines, pavement edges, roadway pavement contours where necessary, limits of structures, limits of retaining walls, drainage structures excluding pipes, limits of sidewalks, limits of barriers and any other information necessary for pavement construction. Profiles are not anticipated as we will match existing pavement edges, elevations, and cross slopes.

6. Drainage Area Maps

Drainage area maps will be prepared at a minimum scale of 1"=100' (11"x17"), using available contour maps. Inlets will be located, and sub-drainage areas determined. The runoff to each inlet will be calculated in accordance with the TxDOT hydraulic design criteria.

7. Preliminary Drainage Plans (inlet and storm laterals only)

Plan/Profile sheets will be prepared at a minimum 1" = 40' horizontal and 1" = 5' vertical (11"x17"). These sheets will show the location of inlets, manholes, storm sewers, and slotted drains in relation to the project. Drainage profiles will be prepared which show profile information for the proposed storm sewer laterals, proposed ground above the storm sewers, existing ground above the storm sewers, and locations of lateral junctions. Appropriate discharge velocities will be maintained to minimize silting of the storm sewer in accordance with the TxDOT hydraulic design criteria.

Profiles will be provided only at locations where laterals are being extended due to a change in curb/gutter lines. The main storm system will remain as is and will only be shown if necessary, for connection purposes.

Modifications or improvements to the main storm drain systems are not anticipated and are excluded from the scope of work.

8. Estimate of Construction Cost

Project quantities will be calculated and tabulated in a bid schedule. The pay items will be in accordance with previous Town projects and supplemented where necessary with special specifications prepared by the Engineer. The bid schedule will be included in the Bid Documents and may be reproduced in the plan set.

An Engineer's Opinion of Probable Construction Cost will be prepared for the project using current unit cost data from the Town, TxDOT, and recent bid information.

9. Engineers internal QA and QC markup set.

TASK 5 60% DESIGN PHASE

All items provided at the 30% milestone with revisions incorporated based off of the 30% deliverable comments from TxDOT and the Town. In addition, the following will be provided:

1. Project Layout Sheets

Project layout sheets will be prepared at a minimum of 1"=100' (half-size), which clearly indicates the limits of the entire project. The layout sheet(s) will indicate the major structures contained within the project, the names of all intersecting roadways and waterways, and other items relevant to creating an overall perspective of the entire project.

2. Quantity Summary Sheets

Quantity summary sheets will be prepared with all necessary bid items listed for the project. Items will follow TxDOT bid items and be broken out as necessary and include a summary of small signs (if applicable).

3. Preliminary Removal Plans

These plan sheets will be a minimum of 1"=100' half-size (11"x17") and contain major bid items that are to be removed from the project site. Examples include but are not limited to the following: pavement, driveways, sidewalks, trees, storm inlets, etc.

4. Preliminary Drainage Computations

In accordance with standard practice, sheets will be prepared for Runoff and Inlet Computations. Storm Sewer Computations and Lateral Computations are excluded from the scope of this project. These sheets will tabulate all relevant data used in design for easy verification of the design methods and for future improvements to be coordinated with this project. Calculations from adjacent development projects will be reviewed and updated if necessary, to provide a consistent set of hydrology for the basin.

5. Signal Plans

Signal plans and/or signal modification plans will be prepared for the project. The design will include:

- Development of the physical design of the traffic signals system. The design may include new signal equipment or modifications to existing equipment. Traffic signal plans will be prepared and include existing conditions, traffic signal layout, traffic signal details, and standard drawings. The Engineer will use both Town and TxDOT standards and adhere to TxDOT PS&E requirements.
- Development of signal phasing and timing plans. The Engineer will coordinate these plans with the Town and secure approval.
- Development of temporary traffic signal plans to coincide with the TCP. Plan sheets will include temporary traffic signal layouts, temporary traffic signal standard drawings.
- Calculate, Summarize, and Tabulate permanent and temporary traffic quantities. The Engineer will prepare quantity summary and tabulation plan sheets and develop OPCC's.
- Develop specifications for traffic signal equipment. Town standard specifications will be utilized whenever possible. If necessary, TxDOT specifications may be used to supplement Town specifications, as approved by the Town.
- Signal plans will be provided to display necessary improvements/modifications to the signal structures, signal heads, conduits, control boxes, pedestrian push buttons, etc.
- These plans will be designed by a licensed professional transportation operations engineer.

6. Signing and Striping Plans

Signing and Striping plans will be developed following TxDOT standards. These sheets will include existing sign locations, proposed sign locations, proposed striping for lanes and pedestrian crossings.

7. SW3P Layouts

SW3P plans will be developed following TxDOT standards. These sheets will include all necessary BMP's (Best Management Practices) needed as well as any details required.

TASK 6 90% DESIGN PHASE

All items provided at the 60% milestone with revisions incorporated based off of the 60% deliverable comments from TxDOT and the Town. In addition, the following will be provided:

1. Construction schedule with anticipated dates for letting, award, and construction start/end activities.
2. Bid/Construction Administration Documents (Town Let)

The Engineer will assemble project documents governing the bidding and construction administration of the project including but not limited to the following: advertisement for bids, instructions to bidders, construction contract, bid schedule, bonds, general conditions of the contract, supplementary conditions and other documents related to the performance of work for the project.

3. Technical Specifications (Town Let)

A list of specifications necessary for construction of the various elements designed on the project will be compiled by the Engineer. Special specifications will also be provided.

4. Assemble and Incorporate Standard Drawings (Town Let)

The Engineer shall assemble, collect, and incorporate the necessary standard drawings needed for the plan set.

TASK 7 100% DESIGN PHASE/BID PHASE

All items provided at the 90% milestone with revisions incorporated based off of the 90% deliverable comments from TxDOT and the Town. In addition, the following items will be provided:

1. Final Construction Schedule
2. Final Bid/Construction Documents (Town Let)

This will include but not limited to the following: advertisement for bids, instructions to bidders, construction contract, bid schedule, bonds, general conditions of the contract,

supplementary conditions and other documents related to the performance of work for the project. The Town will provide the Engineer with any updates to these documents.

TASK 8 CONSTRUCTION PHASE

Letting and Construction is assumed to be handled by the Town.

1. Construction Contract Documents (Conformed Set)

After the project is awarded to a contractor, the Engineer will revise the plans to include any addenda published prior to award and update the project specifications documents to reflect the bid information as awarded. These revisions will constitute the final construction documents and will be provided to the Town for execution by the contractor, Town and TxDOT.

2. As-Built Drawings

The Engineer will prepare a reproducible complete set of As-Built drawings based on any field changes made during construction and any field notes or marked up plans provided by the contractor/Town/TxDOT upon completion of construction.

Administrative services, field engineering, shop drawing review, change orders, pay requests, requests for information, or any other construction related service not listed under this phase will be handled by the Town, unless requested by the Town to be added to the scope by an amendment to this contract.

TASK 9 OTHER DIRECT EXPENSES

The Engineer will necessarily incur reasonable expenses in conjunction with the design and administration of this project. Such expenses have been estimated from similar experiences and included as a line item on the Fee Summary (Exhibit D). These expenses include:

- Printing of specifications and plan sets for review, bidding and construction (printing)
- Project site visits (travel)
- Project meetings with Town and/or TxDOT (travel)

These expenses will be limited to every extent possible and will be reimbursed by the Town as part of this agreement. If the scope of the project changes or if the required number of submittals and/or copies changes appreciably from that indicated in Exhibit C, the Engineer reserves the right to seek additional compensation for the additional expenses.

TASK 10 PARCEL DOCUMENTS

If necessary, Engineer will provide the Town with the necessary documents for any Right-of-Way (ROW) and or Easement (ESMT) needs for this project. The Town will be responsible for any coordination, negotiation, and acquisition of the ROW and/or ESMT.

~~It is assumed that one (1) ROW/ESMT document will be provided, however if it is not necessary the Engineer will not charge the Town for this effort. If additional ROW/ESMT documents are needed beyond what is included in this scope, the Town can have those included by an amendment to the project scope.~~

A total of (9) ROW/ESMT documents will be provided, however if not all are necessary, the Engineer will only charge for the ones provided. If additional ROW/ESMT documents are needed beyond what is included in this scope, the Town can have those included by an amendment to the project scope.

ITEMS NOT IN SCOPE

The items listed below are not included in this scope of work. Should any of these items of work become necessary, the Town shall have the right to expand the scope of work for this project under the terms of the Additional Engineering and Services portion of this contract.

- a. Utility Coordination (This will be handled by the Town if necessary)
- b. Level A/B Subsurface Utility Engineering (Pricing is provided if necessary)
- c. Traffic Analysis
- d. Geometric Exhibits/Schematic Design
- e. 3D Model & Cross Sections
- f. Irrigation Design
- g. Landscape Design
- h. Aerial Survey
- i. Utility Design (other than those noted under Task 8 thru Task 11)
- j. Geotechnical Investigation/Pavement Design
- k. Construction Inspection/Administration (other than those noted under Task 12)
- l. Permitting (unless associated and noted under a specific Task)
- m. Schematics & Environmental

ADDITIONAL SERVICES

1. Engineering Redesign

At various points during the design phase, the Engineer will submit work in progress plan sets for review by the Town. Such sets should receive a thorough review by the Town for compliance with the Town's expectations for the Project. (Note: the Town is not required to review such plan sets for design conformance, code compliance, or other requirements deemed to be the responsibility of the Engineer). Once these plans are reviewed and returned to the Engineer, they shall be considered accepted by the Town except as noted in the review comments. **Subsequent changes requested by the Town shall constitute Additional Services outside of the scope of this agreement. In such cases, the Engineer shall be granted a Supplemental Agreement for additional compensation in an amount sufficient to cover any and all costs incurred by the Engineer while completing the redesign effort.**

2. TDLR Review

A TDLR review is anticipated on this project based on the amount of applicable improvements. CP&Y will submit a final set of plans to a local TDLR review firm for review. Review fees are based on the construction cost of the project. CP&Y will submit an invoice to the Town for the cost of the review. This fee is not included in the Fee Summary attached (Exhibit D). This work will be considered an expense item.

EXHIBIT B
SERVICES TO BE PROVIDED BY THE TOWN
FOR
FM 2499 / FM 3040 INTERSECTION IMPROVEMENTS
FLOWER MOUND, TEXAS

The Town will provide the following to the Engineer in the performance of the Project upon request:

- A. Provide any existing data the Town has on file concerning the Project.
- B. Provide any available as-built plans for the existing facilities in and around the project site.
- C. Provide any available as-built plans for Town owned utility lines along and/or below the existing and proposed facility.
- D. Provide any plats and/or development plans for adjacent properties.
- E. Provide Town preferred project specifications and construction administration documents in electronic format or an example specification package from a prior project as a go-by.
- F. Assist the Engineer, as necessary, in obtaining any required data and information from the State, County, neighboring cities and/or other franchise utility companies.
- G. Assist the Engineer by requiring appropriate utility companies to expose underground utilities within the right-of-way, when required.
- H. Give prompt written notice to Engineer whenever the Town observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services.
- I. Provide Engineer with the most recent and/or most appropriate traffic counts/turning counts for use in Traffic Analysis.

EXHIBIT C

LIST OF SUBMITTALS

FOR

FM 2499 / FM 3040 INTERSECTION IMPROVEMENTS FLOWER MOUND, TEXAS

During the course of this project the Engineer will make submittals to the Town for review and input. The timing of such submittals will be determined by the flow of work and responsiveness of the Town in reviewing previously submitted information. Below is a list of the expected submittals for this project and the approximate preparation time required for each submittal.

- A. Conceptual Design Plans (30%) — to be submitted in sheet format on 11"x17" pages, suitable for reproduction. Three (3) sets of plans will be provided with one (1) to be returned with any review comments from the Town. The plan set will also be provided in electronic format as PDF files. These review sets of plans will include:
 - 1. Title Sheet
 - 2. Typical Sections
 - 3. Traffic Control
 - 4. Control Data
 - 5. Roadway Plan and Profile
 - 6. Drainage Area Maps and Preliminary Drainage Plans
- B. Preliminary Design Plans (60%) — to be submitted in sheet format on 11"x17" pages, suitable for reproduction. Three (3) sets of plans will be provided with one (1) to be returned with any review comments from the Town. The plan set will also be provided in electronic format as PDF files. These review sets of plans will include all items submitted at 30% with the addition of the following:
 - 1. Project Layout
 - 2. Quantity Summary
 - 3. Removal Plans
 - 4. Drainage Computations
 - 5. Signal Plans
 - 6. Signing and Striping Plans
 - 7. SW3P Plans
- C. Pre-Final Design Plans (90%) — to be submitted in sheet format on 11"x17" pages, suitable for reproduction. Three (3) sets of plans will be provided with one (1) to be returned with any review comments from the Town. The plan set will also be provided in electronic format as PDF files. These review sets of plans will include all items submitted at 90% with the addition of the following:
 - 1. Construction Schedule

EXHIBIT C

2. First Draft of the Project Specifications
 3. Standard Details
- D. Bidding Plans (100%) — to be submitted in sheet format on 11"x17" pages, suitable for reproduction. The final draft of the project specifications will be included with the plans. Five (5) sets of plans and project specifications will be provided for the Town's records. These final documents will be copies of the signed and sealed engineering plans to be used for the bidding the project. The plan set will also be provided in electronic format as PDF files.
- E. Construction Documents – plans and specifications revised after award to reflect changes made by addenda and update information supplied by the successful bidder. Engineer will provide the Town with five (5) half-size (11"x17") plan sets, two (2) full-size (22"x34") plan sets and five (5) project specification books for execution. The executed plan set will also be provided in electronic format as PDF files.
- F. As-Built Plans - to be submitted in electronic format as PDF files. These plans will reflect any design changes made during construction. All electronic project design files will be submitted in MicroStation V8 and PDF.
- G. Construction Cost Analysis — at the 30%, 60%, 90% and 100% plan stages the Engineer will submit an updated Opinion of Probable Construction Cost for review by the Town. This cost analysis will be based on updated estimates of material quantities and unit cost data from recent bid openings within the project area. This information is provided to the Town for informational purposes. The Engineer does not guarantee that the information provided in such analysis will reflect actual construction bid price or the final cost of the project.
- H. Permanent Right-of-Way Exhibits and Metes and Bounds Description for up to 1 Parcels. If more become necessary, they will be added by the Town via an amendment to the scope.

EXHIBIT D-2
FEE SUMMARY
FOR
FM 2499 / FM 3040 INTERSECTION IMPROVEMENT PROJECT
FLOWER MOUND, TEXAS

Lump Sum

TASK 01 - PROJECT MANAGEMENT & COORDINATION	\$	9,855.00
TASK 02 - SURVEY	\$	43,475.00
TASK 03 - SUBSURFACE UTILITY ENGINEERING (SUE)	\$	11,620.00
TASK 04 - 30% DESIGN PHASE	\$	47,370.00
TASK 05 - 60% DESIGN PHASE	\$	60,180.00
TASK 06 - 90% DESIGN PHASE	\$	47,910.00
TASK 07 - 100% DESIGN PHASE	\$	23,110.00
TASK 08 - CONSTRUCTION PHASE	\$	3,190.00
TOTAL BASE FEE	\$	246,710.00

Time & Materials (As Needed)

TASK 09 - OTHER DIRECT EXPENSES	\$	280.00
TASK 10 - PARCEL DOCUMENTS	\$	26,955.00
TOTAL BASE FEE	\$	27,235.00

TOTAL FEE	\$	273,945.00
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TOWN COUNCIL AGENDA ITEM NO. 9

REGULAR ITEM

DATE: May 2, 2022

FROM: Ray Watson, Director of Economic Development

ITEM: **Consider approval of a Chapter 380 Agreement with Sunset Boulevard Partners, LLC (SBP), at 3301 Sunset Boulevard, for the economic development of Flower Mound, and authorization for the Mayor to execute same on behalf of Town.**

BACKGROUND INFORMATION: The subject request relates to the proposed Chapter 380 Agreement between the Town and Sunset Boulevard Partners, LLC (SBP). SBP proposes to make an approximately \$500+ million capital investment in the land and construction of a 130,000 square foot boutique hotel facility with approximately 7,000 square foot ballroom and meeting space, a 140,000 square foot Class AA office space with an 11,000 square foot club space, six (6) individual stand-alone restaurants, two (2) parking garages and a mixed-use tower, as well as related site improvements on 40 acres at 3301 Sunset Boulevard. The site is generally located at the southwest corner of Lakeside Parkway and Edgemere Road within the overall Lakeside DFW development. The facilities will be built by Realty Capital and are expected to employ approximately 790+ individuals.

Realty Capital is the primary developer within Lakeside DFW and first builder of Class A office space in Flower Mound. Today, they have built three (3) class A office buildings with a fourth (4th) one going through the Town of Flower Mound's development process.

The subject property is located at 3301 Sunset Boulevard. This 40-acre tract of land is the final piece of the overall Lakeside DFW development and will give the town a destination location anchored with the Class AA office space and the boutique hotel. The space will also include six (6) upscale restaurants that will be in the same realm as Perry's, Morton's and/or The Cheesecake Factory (these are strictly for discussion purposes and may or may not be the actual restaurants).

SBP has requested incentives to help offset the costs associated with developing the subject site and creating a destination location within Flower Mound. The costs are currently estimated to be more than \$500 million. Since starting this project, both building costs and the cost of capital have continued to rise.

On March 21, 2022 and April 4, 2022, Town Council met in closed session to discuss SBP's incentive request. On November 19, 2012 mixed-use zoning was passed for Lakeside DFW with several amendments that included Lakeside Village where this project is to be constructed. The last zoning amendment was done on April 16, 2019. The project is in compliance with the Master Plan as well zoning.

The proposed Chapter 380 Agreement provides for the following incentives for the hotel/office, restaurants, and wedding chapel: a 7-year, 50% Real Property Grant (\$2,749,715), a 7-year, 50% Tangible Personal Property Grant (\$65,733), and a 7-year 50% Sales Tax Grant (\$1,824,138). Furthermore, the agreement includes a 7-year, 75% HOT Grant (\$4,315,284), a development grant worth \$5,000,000 spread evenly over 7 years from the date the Certificate of Occupancy is issued, a 50% building permit fee waiver (\$157,098), and 3 New Business Grants, each in an amount equal to 75% of the Town impact fees (water, wastewater, and road) (\$2,612,136 total). The impact fee grant is a current incentive under the original Chapter 380 agreement. That incentive is being carried over with this agreement; however, SBP has agreed to spread the grants over a three-year period instead of all at once. A 15-year cost-benefit analysis indicates a total cost to the Town of \$16,724,104 and a total benefit to the Town of \$61,990,402, providing a minimum net benefit of \$45,266,298. The payback period (the year in which net benefit exceeds total cost) to the Town is approximately 9 years; however, the applicant and staff's estimates related to estimated values are extremely conservative, which will likely result in a reduced payback period. When looking at the break-even point, the project breaks even in the first year of operation and normal business activity at the hotel and office building.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: 7-year Hotel Occupancy Tax Grant (approximately \$4,315,284), 7-year Sales Tax Grant (approximately \$1,824,138), 7-year Real Property Grant (approximately \$2,749,715), 7-year Tangible Personal Property Grant (approximately \$65,733), 3 New Business Grants (totaling approximately \$2,612,136), and a Cash Grant (\$5,000,000). The fiscal impact is approximately \$16,567,006 in total.

Proposed Expenditure/(Revenue):	Account Number:
\$4,315,284 (HOT Tax Grant)	380-600-86500-5320
\$4,639,586 (Sales Tax, Real and TPP Grants)	100-600-81000-5320
\$7,612,136 (New Business and Cash Grants)	100-600-57000-5320

Finance Review by: Tammy Wilson, Chief Financial Officer *tw*

LEGAL REVIEW: Drew Larkin of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the Chapter 380 Incentive Agreement as to form and legality.

ATTACHMENTS:

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

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

**CHAPTER 380 AGREEMENT
BETWEEN THE TOWN OF FLOWER MOUND
AND
SUNSET BOULEVARD PARTNERS, LLC**

This Chapter 380 Agreement (“**Agreement**”) is made and entered into by and between the Town of Flower Mound, Texas (“**Town**”), and Sunset Boulevard Partners, LLC, a Texas limited liability company (“**Company**”), for the purposes and considerations stated below. Town and Company may sometimes hereafter be referred to individually as a “**Party**” or collectively as the “**Parties**.”

WITNESSETH:

WHEREAS, Company intends to construct a mixed-use development consisting of hotel, restaurant, retail shopping, and office uses on property within the Town; and

WHEREAS, the Town seeks to incentivize the development; and

WHEREAS, the Town possesses the legal and statutory authority under Chapter 380 of the Texas Local Government Code to create programs to promote local economic development and to stimulate business and commercial activity within the Town; and

WHEREAS, the Town has determined that the incentives set forth in this Agreement will serve the public purpose of promoting local economic development, will diversify the economy of the state and Town, will assist in eliminating unemployment and underemployment in the state and Town, and will enhance business and commercial activity within the Town; and

WHEREAS, the Town has concluded and hereby finds that this Agreement promotes economic development in the Town of Flower Mound, Texas, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution, by assisting in the development and diversification of the economy of the state, by assist in the elimination of unemployment or underemployment in the state, and by the development or expansion of commerce within the state.

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

**ARTICLE 1
DEFINITIONS**

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

The terms “Agreement”, “Town,” “Company,” “Parties,” and “Party” shall have the meanings provided above.

“Building Final” means the approval of the final inspection issued by the Town certifying a building’s compliance with applicable building codes and other laws, and indicating it to be in condition suitable for further construction of interior finish out for a specific tenant.

“Cash Grants” means seven (7) annual grants from the Town to Company in an amount equal to the aggregate of \$5,000,000, each individual grant being a “Cash Grant” in the amount of \$714, 285.71.

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

“CO Date” means the latter of (i) the date when the Hotel has received a Certificate of Occupancy, and (ii) the date when the Office Tower has received a Building Final.

“Company Records” has the meaning as described in Section 3.9.

“Completion of Construction” means that the Town has issued a Certificate of Occupancy for the Hotel and a Building Final for the Office Tower.

“Development” means the development to be known as Lakeside Village, consisting of the Hotel, Office Tower, Terranea Tower, Restaurants, Parking Garage, and Wedding Chapel, as shown on Exhibit A, as well as the infrastructure, driveways, parking, landscaping and other improvements reasonably required to be constructed in conjunction with the Development.

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

“Expiration Date” shall mean the date of payment of the last of the eligible Grants, unless sooner terminated as provided herein.

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

“Force Majeure” means the occurrence of an event by which either party is prevented or hindered from timely satisfying any provisions set forth herein because of a shortage of or inability to obtain materials or equipment, strikes or other labor difficulties, governmental restrictions, acts of God, casualties or any other cause beyond such party’s reasonable control, in which event such party shall be permitted an extension of time of performance by the number of days during which such performance was prevented or hindered.

“FTE” means any employee on a thirty-five (35) hour or more per week schedule or the combination of two (2) or more employees on part-time schedules equaling at least thirty-five (35) hours per week.

“Grants” shall collectively mean the TPP Grants, Real Property Grants, Sales Tax Grants, New Business Grants, HOT Grants, and Cash Grants.

“Hotel” means an approximately 130,000 square foot 12-story hotel (of which 3 floors may be designated for residential use), franchised by Hilton, Marriot, or an equivalent brand, and consisting of approximately 160 rooms and approximately 7,000 square feet of meeting and ballroom space to be built on the Hotel/Office Property by Company.

“Hotel/Office Property” means the property on which the Hotel and Office Tower will be constructed by Company, such property being more particularly described as Lot 5R2, Block E, of Lakeside Village, Phase II, an addition to the Town of Flower Mound, Texas, as shown on the attached Exhibit B.

“Hotel/Office Property Grant Year Taxes” means the ad valorem taxes assessed by the Town against the Hotel/Office Property and collected by the Town for the applicable Tax Year which are attributable to the construction of the Hotel and Office Tower. The term excludes taxes which are attributable to the land value of the Hotel/Office Property as of the date of this Agreement, and revenue attributable to minerals, including, but not limited to oil and gas.

“Hotel/Office TPP Tax” means the ad valorem taxes assessed by Town against the Tangible Personal Property located at the Hotel/Office Property and collected by Town for the applicable Tax Year.

“HOT Grants” means the grants described in Section 4.3.

“HOT Revenue” means the amounts collected by the Town as a result of the hotel occupancy taxes imposed by the Town pursuant to Chapter 351 of the Texas Tax Code, as amended.

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

“Improvements” means the Hotel, Office Tower, Restaurants, and Wedding Chapel, as shown on Exhibit A, and the infrastructure, driveways, parking, landscaping and other improvements reasonably required to be constructed in conjunction with the Improvements.

“New Business Grants” means three grants from the Town, each grant in an amount equal to twenty-five percent (25%) of the Town impact fees (water, wastewater, and road) paid by

Company and received by Town, which are attributable to the construction of the Development, each separate grant being referred to as a “New Business Grant.”

“Office Tower” means a Class A 6-story office building comprised of no less than 140,000 square feet, including an approximate 10,000 square foot private club, if Company determines such club is financially feasible, to be built by Company on the Hotel/Office Property, as shown on the attached Exhibit A.

“Opening Date” means the first day a person pays for the use or possession of or for the right to the use or possession of a room or space at the Hotel.

“Parking Garage” means an underground parking garage with no less than 600 parking spaces and located under the Development.

“Payment Request” means a written request from Company to Town for payment of the TPP Grants, Real Property Grants, Sales Tax Grants, New Business Grants, HOT Grants, and Cash Grants, as the case may be, which request shall be accompanied by evidence reasonably satisfactory to the Town to establish that Company is in compliance with this Agreement. The Payment Request must be submitted in accordance with the notice provisions of this Agreement.

“Property” means the Hotel/Office Property, the Restaurant Property, Wedding Chapel Property, and the Terranea Property.

“Qualified Expenditure” means an expenditure which (i) promotes tourism and the convention and hotel industry, and (ii) is authorized by Section 351.101 of the Texas Tax Code, as amended, and Section 62.107 of the Town’s code of ordinances, as amended.

“Real Property Grants” shall mean the grants described in Section 4.1.

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

“Restaurants” means six (6) sit-down, non-drive through restaurants to be constructed by Company on the Restaurant Property, each restaurant to be referred to individually as a “Restaurant”.

“Restaurant Property Grant Year Taxes” means the ad valorem taxes assessed by the Town against the Restaurant Property and collected by the Town for the applicable Tax Year which are attributable to the construction of the Restaurants. The term excludes taxes which are attributable to the land value of the Restaurant Property as of the date of this Agreement, and revenue attributable to minerals, including, but not limited to oil and gas.

“Restaurant TPP Tax” means the ad valorem taxes assessed by Town against the Tangible Personal Property located at the Restaurant Property and collected by Town for the applicable Tax Year.

“Restaurant Property” means the property on which Company will build six (6) Restaurants, such property being more particularly described as lot 3 and lot 4, Block E, of Lakeside Village, Phase II, an addition to the Town of Flower Mound, Texas and being recorded as Instrument No. D222021103 of the Tarrant County Real Property Records. The Parties anticipate that Company may, after the Effective Date, subdivide the Restaurant Property into separate lots for each restaurant.

“Sales Tax Grants” means the grants as described in Section 4.4.

“Sales Tax Report” has the meaning as set forth in Section 3.8.

“Sales and Use Tax” means the Town’s municipal sales and use tax, currently at the rate of one percent (1.0%) pursuant to Chapter 321 of the Texas Tax Code, as amended;

“Terranea Tower” means the retail and residential tower to be constructed by Company on the Terranea Property, and as shown on the attached Exhibit A.

“Terranea Property” means the property on which the Terranea Tower will be constructed by Company, such property being more particularly described as Lot 5R1, Block E, of Lakeside Village, Phase II, an addition to the Town of Flower Mound, Texas, as shown on the attached Exhibit B.

“Tangible Personal Property” shall have the same meaning assigned by Texas Tax Code, Section 1.04, and shall mean Tangible Personal Property owned by Company and added to the Hotel/Office Property, Restaurant Property, and Wedding Chapel Property, as the case may be, after the Effective Date of this Agreement. Tangible Personal Property does not include inventory, supplies, Freeport Goods or Goods in Transit.

“Tax Year” shall have the meaning assigned to such term in Section 1.04 of the Texas Tax Code (i.e., the calendar year).

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

“Term” means the term as defined in Section 2.2.

“TPP Grants” shall mean the grants described in Section 4.2.

“Wedding Chapel” means the wedding chapel to be constructed by Company as shown on the attached Exhibit A.

“Wedding Chapel Property” means the property on which Company will build the Wedding Chapel, such property being more particularly described as lot 3 and lot 4, Block E, of Lakeside Village, Phase II, an addition to the Town of Flower Mound, Texas and being recorded as Instrument No. D222021103 of the Tarrant County Real Property Records. As of the Effective Date, the Wedding Chapel Property is the same as the Restaurant Property, however the Parties

anticipate that Company may, after the Effective Date, subdivide the Restaurant Property into separate lots for each Restaurant and the Wedding Chapel, and after such subdivision the Wedding Chapel Property will mean the lot on which the Wedding Chapel is constructed.

“Wedding Chapel Property Grant Year Taxes” means the ad valorem taxes assessed by the Town against the Wedding Chapel Property and collected by the Town for the applicable Tax Year which are attributable to the construction of the Wedding Chapel. The term excludes taxes which are attributable to the land value of the Wedding Chapel Property as of the date of this Agreement, and revenue attributable to minerals, including, but not limited to oil and gas.

“Wedding Chapel TPP Tax” means the ad valorem taxes assessed by Town against the Tangible Personal Property located at the Wedding Chapel Property and collected by Town for the applicable Tax Year.

ARTICLE 2 PROGRAM AND TERM

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

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

ARTICLE 3 COMPANY OBLIGATIONS

The obligation of the Town to pay the Grants shall be conditioned upon the compliance and satisfaction by Company of the terms and conditions of this Agreement and each of the conditions set forth in this Article 3:

3.1 Construction Requirements. Subject to causes or events of Force Majeure, Company must (i) submit a site plan for the Office Tower and Hotel to the Town in accordance with all Town ordinances (which the Town acknowledges was submitted on April 15, 2022); (ii) obtain site plan approval for the Office Tower and Hotel from the Town no later than August 1, 2023; and (iii) receive all necessary building permits for the Office Tower and Hotel no later than May 1, 2024. Notwithstanding any causes or events of Force Majeure, Company must achieve Completion of Construction no later than four (4) years from the Effective Date. Subject to causes or events of Force Majeure, Company must (i) submit a site plan for the Restaurant Property and Wedding Chapel Property to Town in accordance with all Town ordinances no later than the CO Date; (ii) obtain site plan approval for the Restaurant Property and Wedding Chapel Property from Town no later than six (6) months after the CO Date; and (iii) receive all necessary building permits for the Restaurant Property and Wedding Chapel Property no later than one year after the CO Date. For purposes of clarity, the Town acknowledges that failure of Company to meet the deadlines in the previous sentence for the Restaurant Property or the Wedding Chapel Property shall not affect Company’s rights to the Grants and other benefits set forth in Article 4 below, but shall reduce the

time period for which Company shall be entitled to the Grants attributable to the specific Restaurant Property and the Wedding Chapel Property by the number of days the deadline in clause (iii) of the preceding sentence was missed. For example, if Company fails to obtain the necessary building permits for one of the Restaurants on the Restaurant Property by the deadline in clause (iii) of the third sentence of this Section 3.1 but subsequently obtains such building permits six (6) months after such deadline, then the seven-year time period for such Restaurant set forth in Section 4.1(ii) below shall be reduced to six and one-half (6.5) years.

3.2 Taxable Value. Upon the first January 1st to occur after Completion of Construction, the Development must have a minimum Taxable Value of \$275,000,000.

3.3 Compliance with Laws. Company agrees to construct the Development in accordance with all applicable federal, state and local laws, codes, and regulations (or valid waiver thereof).

3.4 Hotel Operation. Company agrees that from the Opening Date and throughout the Term of this Agreement, (i) the Hotel must be continuously operated (subject, however, to any temporary cessations due to causes or events of Force Majeure or due to Hotel remodeling, renovation or casualty/condemnation repairs and replacements), (ii) the Hotel shall not be used for any purpose other than as a hotel or for residential purposes and related amenities, open to the public and serving visitors, the adjacent business community, and the citizens of the Town, and (iii) at least forty (40) FTEs will be employed at the Hotel.

3.5 Office Tower Operation. Company agrees that from the date it receives a Building Final and throughout the Term of this Agreement, the Office Tower must be continuously operated (subject, however, to any temporary cessations due to causes or events of Force Majeure or due to remodeling, renovation or casualty/condemnation repairs and replacements), and the Office Tower shall not be used for any purpose other than an office building, private club (if applicable), retail space, and related amenities, open to the public and serving visitors, the adjacent business community, and the citizens of the Town.

3.6 Impositions. Company shall make timely payment of all Impositions during the Term of this Agreement.

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

3.8 Sales Tax Reports. Company will provide Town, on a monthly basis, a copy of the financial report it submits to the State Comptroller relating to the remission of Sales and Use Taxes collected in the Town as a result of the operation of the Improvements ("Sales Tax Report"), provided Town acknowledges that the Sales Tax Reports will not be available to Company on components of the Development that have been sold or leased to third parties. Additionally, Company hereby grants consent for the State Comptroller's office to release the monthly reported figures along with any state audit adjustments to the Town. The Parties designate this Agreement as a revenue sharing agreement entitling the Town to request sales tax information from the Comptroller, pursuant to section 321.3022, Texas Tax Code, as amended. Company further agrees to provide the Town any other reasonable documentation in a form reasonably acceptable to the

Town that establishes and proves amounts necessary for the Town to make the Sales Tax Grants as provided in this Agreement.

3.9 Audit. Company shall grant access to the Town, or such other persons or entities designated by the Town for the purposes of inspecting, at Company's office, during Company's normal business hours, paper and electronic records, books, documents, tangible accounting procedures, tangible practices or any other items related to Company's performance of this Agreement ("**Company Records**"), provided that the Town has provided five (5) business days prior notice, and the Town or its representatives shall not unduly disrupt Company's operations. The foregoing notwithstanding, all records, books, documents, accounting procedures, practices or any other items relevant to the performance of this Agreement shall be subject to examination or audit by the Town, or such other persons or entities designated by the Town in accordance with state and federal laws, regulations or directives applicable to Company's performance of this Agreement. The Town agrees, to the extent allowed by law, to maintain the confidentiality of the Company Records.

3.10 Parking Garage. After the Parking Garage is completed and open to visitors of the Development, Company will reserve parking spaces within the Parking Garage for members of the public who are not patrons or visitors of the Hotel or Office Tower in accordance with this section. Company will reserve 25 parking spaces within the Parking Garage to be used by members of the public at any hour on any day of the week. Company will reserve 100 parking spaces within the Parking Garage to be used by members of the public between 6:00 p.m. until 2:00 a.m. on any day of the week, and between 6:00 p.m. on Friday until 2:00 a.m. on Monday.

3.11 Regulations Regarding Building Products, Materials, or Methods. The parties find that the Development and the Property constitute an area of architectural importance and significance and the Town Council hereby designates it as an area of architectural importance and significance for purposes of Chapter 3000 of the Texas Gov't Code (the "Code"). In consideration for the mutual covenants and conditions contained herein and pursuant to §3000.002(d) of the Code, Company voluntarily consents that all buildings in the Development shall be built in compliance with the Town's codes and ordinances, and the Lakeside DFW Development Code, including provisions regulating building products, materials and methods. This Section 3.11 shall run with the land, shall bind the Company, and shall survive the termination or expiration of this Agreement.

ARTICLE 4 TOWN OBLIGATIONS

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

4.1 Real Property Grants.

- (i) For a period of seven (7) consecutive years commencing on January 1 following the CO Date, the Town will provide an annual Real Property Grant to Company in an amount equal to 50% of the Hotel/Office Property Grant Year Taxes. Each annual Real

Property Grant is due and payable by the Town forty-five (45) days after the Town receives: (i) payment of the Hotel/Office Property Grant Year Taxes; and (ii) a Payment Request.

(ii) For a period of seven (7) consecutive years commencing on January 1 following the date that each Restaurant on the Restaurant Property receives a Certificate of Occupancy, the Town will provide an annual Real Property Grant to Company, in an amount equal to 50% of the Restaurant Property Grant Year Taxes for such Restaurant. Each annual Real Property Grant is due and payable by the Town forty-five (45) days after the Town receives: (i) payment of the Restaurant Property Grant Year Taxes for the applicable Restaurant; and (ii) a Payment Request.

(iii) For a period of seven (7) consecutive years commencing on January 1 following the date the Wedding Chapel receives a Certificate of Occupancy, the Town will provide an annual Real Property Grant to Company in amount equal to 50% of the Wedding Chapel Property Grant Year Taxes. Each annual Real Property Grant is due and payable by the Town forty-five (45) days after the Town receives: (i) payment of the Wedding Chapel Grant Year Taxes; and (ii) a Payment Request.

4.2 TPP Grants.

(a) For a term of seven (7) consecutive years commencing on January 1 following the CO Date, the Town will provide an annual TPP Grant to Company in an amount equal to 50% of the Hotel/Office TPP Tax. Each annual TPP Grant is due and payable by the Town forty-five (45) days after the Town receives: (i) payment of the Hotel/Office TPP Tax; and (ii) a Payment Request.

(b) For a term of seven (7) consecutive years commencing on January 1 following the date that each Restaurant on the Restaurant Property receives a Certificate of Occupancy, the Town will provide an annual TPP Grant to Company in an amount equal to 50% of the Restaurant TPP Tax for such Restaurant. Each annual TPP Grant is due and payable by the Town forty-five (45) days after the Town receives: (i) payment of the Restaurant TPP Tax for the applicable Restaurant; and (ii) a Payment Request.

(c) For a term of seven (7) consecutive years commencing on January 1 following the date the Wedding Chapel receives a Certificate of Occupancy, the Town will provide an annual TPP Grant to Company in an amount equal to 50% of the Wedding Chapel TPP Tax. Each annual TPP Grant is due and payable by the Town forty-five (45) days after the Town receives: (i) payment of the Wedding Chapel TPP Tax; and (ii) a Payment Request.

4.3 HOT Grants. The Town agrees to reimburse Company for Company's Qualified Expenditures as follows:

(a) Grants. The Town agrees to pay Company an amount equal to seventy-five percent (75%) of the HOT Revenue collected and remitted to the Town from the Hotel

each calendar quarter during a period beginning on the Opening Date and continuing thereafter for seven (7) years.

(b) Annual Plan and Budget.

(i) Plan and Grant Year. On an annual basis, Company shall prepare and submit to the Town a proposed annual plan and budget ("**Annual Plan and Budget**") setting forth and itemizing Company's intended use of HOT Grants for the upcoming "**HOT Grant Year**", which for the first year will be from the Opening Date until December 31, and every HOT Grant Year thereafter will be a one-year period from January 1 through December 31. The proposed Annual Plan and Budget must be submitted to the Town Manager no later than thirty (30) days prior to commencement of the upcoming HOT Grant Year. Failure to submit the Annual Plan and Budget will constitute an event of default, and may, at the sole discretion of the Town, and notwithstanding Section 5 of this Agreement, result in the Company's forfeiture of any HOT Grants for the upcoming HOT Grant Year, provided, however, Town shall not exercise such forfeiture right unless Company fails to submit the Annual Plan and Budget within ten (10) business days after Company's receipt of written notice that the Annual Plan and Budget is past due.

(ii) Contents of Plan. The proposed Annual Plan and Budget must include, at a minimum, a line item budget detailing the use of the HOT Grant for the upcoming HOT Grant Year, the amount of the expenditure for each item and a description of the item indicating how it complies with the requirements of 351.101 of the Texas Tax Code, as amended.

(iii) Approval and Amendments. The Town Manager must, after determining that all of the proposed expenditures are Qualified Expenditures (which determination shall not be unreasonably withheld), approve the Annual Plan and Budget before Company receives any HOT Grant for the upcoming HOT Grant Year. Company may, at any time, submit an amendment to the Annual Plan and Budget; provided, however, that any amendment does not become effective until it has been approved by the Town Manager.

(d) Time of Payments. Payments to Company will be made on a quarterly basis on or before forty-five (45) days following the receipt by the Town of the latter of: (i) the HOT Revenue from the Hotel for the applicable quarter; and (ii) a Payment Request with sufficient documentation from Company that it has made Qualified Expenditures in accordance with the Annual Plan and Budget in a form reasonably acceptable to the Town Manager or his designee. The Town is not obligated to pay Company for an expenditure that was not a Qualified Expenditure already approved in the Annual Plan and Budget.

(e) Limitations on Funding. In no event will any quarterly payment under this Section 4.3 exceed seventy-five percent (75%) of the HOT Revenue collected by the Hotel and remitted to the Town for any given quarter as described in this section 4.3. Town is

obligated to make the payments under this section only from the HOT Revenue collected from the Hotel, and the Town is not obligated to make such payments from any other funds or revenues of the Town. Company will have no right to any unexpended HOT Grant funds in any given HOT Tax Year, and such funds will remain with the Town.

(f) Improper Expenditures. Should any expenditure of HOT Grants by Company be for a use that is found to be improper or illegal, the Town shall have no liability in connection thereof, and Company agrees to indemnify and hold harmless the Town for such amounts, provided Company shall have the right to contest such finding if Company reasonably believes such expenditure was made in accordance with the Town approved Annual Plan and Budget. Subject to Company's right to contest, Company further agrees that no later than thirty (30) days after receipt of written notification from the Town, it will reimburse the Town in an amount equal to the improper expenditure, plus interest at the rate of the prime rate per annum.

4.4 Sales Tax Grants.

(a) Grants.

(i) The Town agrees to pay Company an amount equal to fifty percent (50%) of the Sales and Use Tax received by Town and attributed solely to the sale of taxable items within the Hotel and Office Tower during a period beginning on the first eligible sales tax purchase at the Hotel or Office Tower, and continuing thereafter for seven consecutive (7) years.

(ii) The Town agrees to pay Company an amount equal to fifty percent (50%) of the Sales and Use Tax received by Town and attributed solely to the sale of taxable items within each Restaurant during a period beginning on the first eligible sales tax purchase at each respective Restaurant, and continuing thereafter for seven consecutive (7) years.

(iii) The Town agrees to pay Company an amount equal to fifty percent (50%) of the Sales and Use Tax received by Town and attributed solely to the sale of taxable items within the Wedding Chapel during a period beginning on the first eligible sales tax purchase at the Wedding Chapel, and continuing thereafter for seven consecutive (7) years.

(b) Timing of Payments. The Sales Tax Grants will be paid on a quarterly basis. The Town covenants and agrees to make quarterly payments to Company within forty-five (45) days following its receipt of: (i) the Sales Tax Reports each month of the applicable calendar quarter; (ii) the reports or other information establishing the amounts of received Sales and Use Tax from the Comptroller's office for each month in the applicable calendar quarter; (iii) the Town's receipt of the Sales and Use Tax from the Comptroller's office for each month of the applicable calendar quarter; and (iv) a Payment Request.

(c) Erroneously Paid Sales Tax. In the event the Comptroller determines, for any reason, that any Sales and Use Taxes were erroneously paid to the Town from the sales provided for herein and the Town is required to rebate or repay any portion of such taxes, the amount of such rebate or repayment shall be deducted from the calculation of the Sales and Use Taxes received by the Town under this Agreement, and in the event the calculation of Sales and Use Taxes paid for a Sales Tax Grant shall reflect an overpayment by the Town to Company, Company agrees to reimburse the Town the amount of such overpayment. Notification of any such required adjustment will be provided to Company at the earliest practical date. This section will survive termination of this Agreement.

4.5 New Business Grants. The Town will pay Company the three (3) annual New Business Grants in accordance with this section. The first New Business Grant will become eligible for payment as of the CO Date and the next two New Business Grants will thereafter become eligible annually on the anniversary date of the CO Date. The Town will pay each New Business Grant thirty (30) days after receipt of a Payment Request.

4.6 Permit Fee Waiver. The Town agrees to waive an amount equal to fifty percent (50%) of the following permit and related fees for initial construction of the Development: building permit fees (including fees associated with tenant finish out), engineering inspection fees, re-inspection fees, sign fees, screening wall fees, retaining wall fees, after-hours inspection fees, re-stamp fees for project scope changes during construction, construction trailer fees, fire department fees, plat recording fees, early construction fees, electrical permit fees, mechanical permit fees, plumbing permit fees, plan review fees and lighting plan review fees. Any fees not referenced herein as being waived are specifically deemed not to be waived by the Town.

4.7. Cash Grants. The Town will pay Company the seven (7) annual Cash Grants in accordance with this section. The first Cash Grant will become eligible for payment as of the CO Date and the next six Cash Grants will thereafter become eligible annually on the anniversary date of the CO Date. Each Cash Grant will be paid within thirty (30) days after receipt of a Payment Request.

4.8 Conditions to Payment. Notwithstanding any other term in this Agreement to the contrary, the Town is under no obligation to pay any of the Grants unless Company has achieved Completion of Construction.

4.9 Failure to Submit Payment Request. If the Town fails to receive a Payment Request from Company within twenty-four (24) months of a Grant becoming eligible for payment, Company forfeits its right to the Grant.

ARTICLE 5 TERMINATION; REPAYMENT; OFFSET

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

- (a) by mutual written agreement of the Parties;
- (b) upon written notice by the Town if Company has not achieved Completion of Construction within four (4) years of the Effective Date;
- (c) upon written notice by the Town, if any Impositions owed to the Town or the State of Texas by Company shall have become delinquent (provided, however, Company retains the right to timely and properly protest and contest any such taxes or Impositions), and such delinquency is not cured within thirty (30) days after written notice thereof;
- (d) upon written notice by the Town if Company suffers an event of Bankruptcy or Insolvency, and such event is not cured within thirty (30) days after written notice thereof;
- (e) upon written notice by either Party if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable; or
- (f) upon written notice by the Town if Company defaults or breaches any of the other terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;

5.2 Repayment. In the event this Agreement is terminated by the Town pursuant to Section 5.1 (b), (c), (d), or (f), Company shall immediately refund to the Town an amount equal to the amount of all of the Grants and permit fee waivers that have been provided by the Town to Company prior to the date of such termination, plus interest at the rate of interest periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the Town) as its prime or base commercial lending rate, accruing from the Effective Date until paid. The repayment obligation of Company set forth in this Section 5.2 hereof shall survive termination of this Agreement.

5.3 Offsets. The Town may at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the Town from Company, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement or otherwise, provided Company shall have the right to contest Town's determination if Company reasonably believes Town has no lawful right to such offset.

ARTICLE 6 MISCELLANEOUS

6.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and assigns of the Parties. This Agreement may not be assigned by Company without the prior written consent of the Town, which consent shall not be unreasonably withheld.

6.2 Limitation on Liability. It is understood and agreed between the Parties that Company, in satisfying the conditions of this Agreement, is deemed to have acted independently, and the Town assumes no responsibilities or liabilities to third parties in connection with these actions. Company agrees to indemnify and hold harmless the Town from all such claims, suits, and causes of actions, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever by a third party arising out of Company's performance of this Agreement.

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

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

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

If intended for Town, to:	Town of Flower Mound, Texas Attn: Economic Development Director 2121 Cross Timbers Rd. Flower Mound, TX 75028
With a copy to:	Flower Mound Town Attorney Taylor, Olson, Adkins, Sralla & Elam, LLP 6000 Western Place, Suite 200 Fort Worth, Texas 76107
If intended for Company, to:	Sunset Boulevard Partners, LLC 909 Lake Carolyn Parkway, Suite 150 Irving, Texas 75039 Attn: Jimmy Archie and Rebecca Everitt
With a copy to:	Kelly Hart & Hallman, LLP 201 Main Street, Suite 2500 Fort Worth, Texas 76102 Attn: Andy Rogers

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

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

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

6.9 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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

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

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

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

6.14 Legislative or Judicial Changes. In the event of any legislative or judicial interpretation that limits or restricts the Town's ability to pay the Grants or otherwise extracts or imposes any penalty or other restriction upon the payment of same, such payments will cease as of the effective date of such limitation or restriction and be of no further force, effect, or consequence in which event the Town shall be under no further obligation to Company as of the effective date of such limitation or restriction, provided Company shall be allowed to retain all Grants received prior to such effective date.

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

6.16 Governmental Function. The Parties agree that this Agreement serves the public purpose of assisting in the development and diversification of the economy of the Town and the State of Texas, assisting in the elimination of unemployment or underemployment of the state, and developing and expanding commerce in the state, and is for all purposes a governmental function of Town for the benefit of the citizens of the Town and the State of Texas. The Parties further agree that this Agreement is entered into for the purpose of carrying out governmental functions which are enjoined on the Town by law and given to it by the State of Texas as part of the state's sovereignty.

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

[Signatures on following page]

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, on this ____ day of _____, 2022.

TOWN:

TOWN OF FLOWER MOUND, TEXAS

Derek France, Mayor

STATE OF TEXAS)

)

COUNTY OF DENTON)

This instrument was acknowledged before me on the ____ day of _____, 2022, Derek France, Mayor of the Town of Flower Mound, Texas, a Texas home rule municipality, on behalf of said Town.

Notary Public, State of Texas

COMPANY:

SUNSET BOULEVARD PARTNERS, LLC

By: _____

Name: _____

Title: _____

STATE OF _____)

)

COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2022, by _____, the _____ of SUNSET BOULEVARD PARTNERS, LLC.

Notary Public, State of Texas

Exhibit A

LAKEVIEW VILLAGE MASTER PLAN



Exhibit B

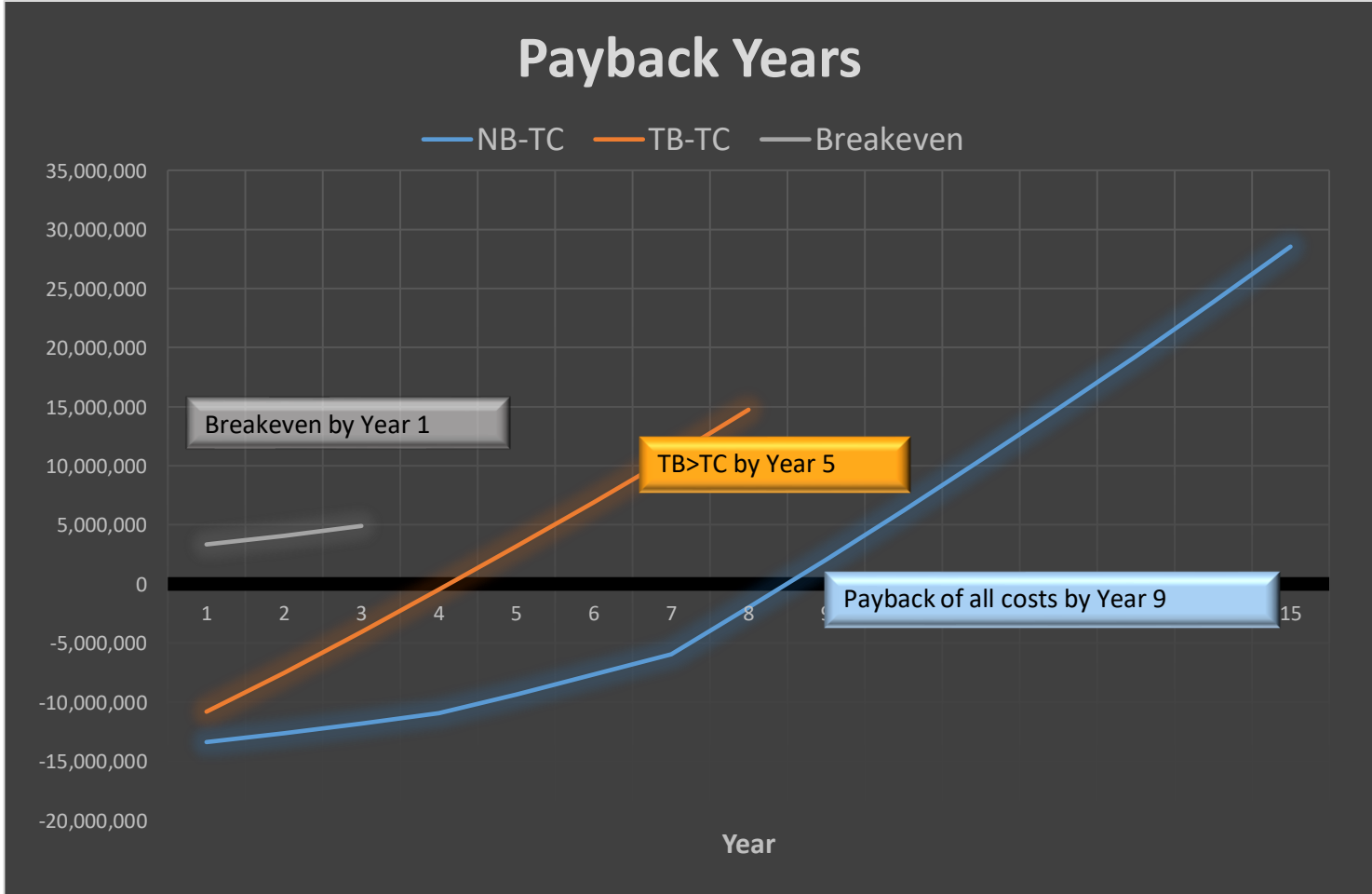


Lakeside Village-Benefit Analysis																	
Benefit		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Total
+3% rate	Real Property Value (Office - 3301 Sunset)	74,812,500	77,056,875	79,368,581	81,749,639	84,202,128	86,728,192	89,330,037	92,009,939	94,770,237	97,613,344	100,541,744	103,557,996	106,664,736	109,864,678	113,160,619	
	Real Property Tax Revenue	302,991	312,080	321,443	331,086	341,019	351,249	361,787	372,640	383,819	395,334	407,194	419,410	431,992	444,952	458,301	5,635,297
+3% rate	Real Property Value (Hotel Miramar)	72,400,000	74,572,000	76,809,160	79,113,435	81,486,838	83,931,443	86,449,386	89,042,868	91,714,154	94,465,579	97,299,546	100,218,532	103,225,088	106,321,841	109,511,496	
	Real Property Tax Revenue	293,220	302,017	311,077	320,409	330,022	339,922	350,120	360,624	371,442	382,586	394,063	405,885	418,062	430,603	443,522	5,453,574
+3% rate	Real Property Value (Condos in Hotel Miramar)	25,200,000	25,956,000	26,734,680	27,536,720	28,362,822	29,213,707	30,090,118	30,992,821	31,922,606	32,880,284	33,866,693	34,882,694	35,929,174	37,007,050	38,117,261	
	Real Property Tax Revenue	102,060	105,122	108,275	111,524	114,869	118,316	121,865	125,521	129,287	133,165	137,160	141,275	145,513	149,879	154,375	1,898,205
+3% rate	Real Property Value (Mixed-use)	162,130,000	166,993,900	172,003,717	177,163,829	182,478,743	187,953,106	193,591,699	199,399,450	205,381,433	211,542,876	217,889,163	224,425,837	231,158,613	238,093,371	245,236,172	
	Real Property Tax Revenue	656,627	676,325	696,615	717,514	739,039	761,210	784,046	807,568	831,795	856,749	882,451	908,925	936,192	964,278	993,206	12,212,540
+3% rate	Real Property Value (Restaurants)	30,000,000	30,900,000	31,827,000	32,781,810	33,765,264	34,778,222	35,821,569	36,896,216	38,003,102	39,143,196	40,317,491	41,527,016	42,772,827	44,056,011	45,377,692	
	Real Property Tax Revenue	121,500	125,145	128,899	132,766	136,749	140,852	145,077	149,430	153,913	158,530	163,286	168,184	173,230	178,427	183,780	2,259,768
+3% rate	Real Property Value (Wedding Chapel)	2,450,000	2,523,500	2,599,205	2,677,181	2,757,497	2,840,221	2,925,428	3,013,191	3,103,587	3,196,694	3,292,595	3,391,373	3,493,114	3,597,908	3,705,845	
	Real Property Tax Revenue	9,923	10,220	10,527	10,843	11,168	11,503	11,848	12,203	12,570	12,947	13,335	13,735	14,147	14,572	15,009	184,548
+1% rate	Business Personal Property Value - Restaurants	4,500,000	4,545,000	4,590,450	4,636,355	4,682,718	4,729,545	4,776,841	4,824,609	4,872,855	4,921,584	4,970,800	5,020,508	5,070,713	5,121,420	5,172,634	
	Business Personal Property Tax Revenue	18,225	18,407	18,591	18,777	18,965	19,155	19,346	19,540	19,735	19,932	20,132	20,333	20,536	20,742	20,949	293,366
+2% rate	Annual Taxable Sales Restaurants	39,000,000	39,780,000	40,575,600	41,387,112	42,214,854	43,059,151	43,920,334	44,798,741	45,694,716	46,608,610	47,540,782	48,491,598	49,461,430	50,450,659	51,459,672	
	Annual Taxable Sales Revenue - Restaurants	780,000	795,600	811,512	827,742	844,297	861,183	878,407	895,975	913,894	932,172	950,816	969,832	989,229	1,009,013	1,029,193	13,488,865
	Annual Taxable Sales Wedding Chapel	3,640,000	3,712,800	3,787,056	3,862,797	3,940,053	4,018,854	4,099,231	4,181,216	4,264,840	4,350,137	4,437,140	4,525,882	4,616,400	4,708,728	4,802,903	
	Annual Taxable Sales - Hotel Miramar (F&B)	577,604	6,808,684	7,592,962	7,842,178	8,055,374	8,297,035	8,655,885	8,804,880	8,848,904	8,893,149	8,937,615	8,982,303	9,027,214	9,072,350	9,117,712	
+2% rate	Annual Taxable Sales Revenue - Chapel/ Hotel	84,352	210,430	227,600	234,100	239,909	246,318	255,102	259,722	262,275	264,866	267,495	270,164	272,872	275,622	278,412	3,649,238
	Hotel Miramar Annual Sales	8,830,139	10,508,827	11,833,098	12,221,483	12,553,733	12,930,345	13,318,256	13,755,386	13,865,460	14,212,097	14,567,399	14,858,747	15,155,922	15,459,041	15,768,221	
	HOT (Hotel Occupancy Tax 7%) - Hotel Miramar	618,110	735,618	828,317	855,504	878,761	905,124	932,278	962,877	970,582	994,847	1,019,718	1,040,112	1,060,915	1,082,133	1,103,775	13,988,671
	Building Permit Fees (assessed at 50%)	314,196															
	Impact Fees (assessed at 25%)	2,612,136															\$2,926,332
																	\$0
Cost		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Total
75% for 7 years	HOT Tax Rebate	463,582	551,713	621,238	641,628	659,071	678,843	699,208									4,315,284
50% for 7 years	Real Property Grant	358,855	369,621	380,710	392,131	403,895	416,012	428,492									2,749,715
50% of the Town's 1% for 7 years	Sales Tax Rebate - Restaurants, Chapel, and Hotel	216,088	251,507	259,778	265,460	271,051	276,875	283,377									1,824,138
50% for 7 years	BPP Rebate	9,113	9,204	9,296	9,389	9,483	9,577	9,673									65,733
	Building Permit Fee Rebate	157,098															157,098
	Impact Fee Grant of 75%	653,034	653,034	653,034	653,034												2,612,136
Cash Grant	Cash Grant for Underground Parking Garage	714,285	714,285	714,285	714,285	714,285	714,285	714,290									5,000,000
Analysis		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Total
	Benefit (total amount of all categories)	5,913,338	3,290,964	3,462,857	3,560,264	3,654,798	3,754,831	3,859,876	3,966,099	4,049,312	4,151,127	4,255,650	4,357,855	4,462,688	4,570,220	4,680,522	61,990,402
	Cost	2,572,055	2,549,364	2,638,340	2,675,927	2,057,785	2,095,592	2,135,041	0	0	0	0	0	0	0	0	16,724,104
	Net Benefit	3,341,283	741,600	824,517	884,338	1,597,013	1,659,239	1,724,836	3,966,099	4,049,312	4,151,127	4,255,650	4,357,855	4,462,688	4,570,220	4,680,522	45,266,298
	Net Benefit - Total Cost	-13,382,821	-12,641,221	-11,816,704	-10,932,367	-9,335,354	-7,676,114	-5,951,279	-1,985,180	2,064,132	6,215,259	10,470,909	14,828,764	19,291,452	23,861,672	28,542,194	
	Total Benefit- Total Cost	-10,810,766	-7,519,802	-4,056,945	-496,680	3,158,117	6,912,949	10,772,825	14,738,924	18,788,236	22,939,363	27,195,013	31,552,868	36,015,556	40,585,776	45,266,298	
	Breakeven	3,341,283	4,082,883	4,907,400	5,791,738	7,388,751	9,047,990	10,772,825	14,738,924	18,788,236							
	Current Value of Property	\$ 17,720.58															

Breakeven point is at year (1)

Total benefit is greater than total cost Year (5)

Payback of all costs occurs at year (9) based on these projections





TOWN COUNCIL AGENDA ITEM NO. 10

REGULAR ITEM

DATE: May 2, 2022

FROM: Claire Barnes, Planner

ITEM: Consider a request for a Development Plan (DP21-0008 – Oakbridge Crossing) to develop a residential subdivision. The property is generally located east of Long Prairie Road and north of Spinks Road. *(The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its April 25, 2022, meeting.)*



SUMMARY DATA:

- Size – 74.3763 acres
- Proposed Density – 127 buildable lots for density of 1.71 units per acre
- SMARTGrowth – Passed
- Traffic Analysis – Passed, based on the TIA completed with the previous zoning application.
- Exceptions – None
- Incentives – N/A

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

ATTACHMENTS:

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

LEGAL REVIEW: N/A

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



TOWN COUNCIL AGENDA ITEM NO. 11

REGULAR ITEM

DATE: May 2, 2022

FROM: Claire Barnes, Planner

ITEM: Public Hearing to consider an ordinance for rezoning (ZPD21-0013 – Orchard Flower) to amend Planned Development No. 120 (PD-120) with Single-Family District-5 (SF-5) and Retail District-2 (R-2) uses, to modify the conceptual plans and elevations for the non-residential portion and modify the development standards, with an amendment to the previously approved exception to Sec 82-303 for the compatibility setback, and with certain modifications and exceptions to the Code of Ordinances. The property is generally located at the northwest corner of Flower Mound Road and Old Orchard Lane. *(On December 13, 2021, P&Z tabled the item to a date uncertain.) (On April 25, 2022, the Planning and Zoning Commission recommended approval by a vote of 6 to 0.)*



SUMMARY DATA:

- Lot Size – Approx. 2.734 acres
- Proposed Zoning – Amendment of previously approved PD-120 for Retail-2 uses
- Proposed Buildings – Two retail buildings with a conceptual building area of approx. 22,536 square feet.
- SMARTGrowth – Passed
- Traffic Analysis – Passed, the proposed development is anticipated to produce less traffic than the previously approved day care.
- Modifications/Waivers/Exceptions – Applicant requesting to retain the compatibility setback of 20' on the western property line that was previously approved for the daycare use. Applicant is also requesting to update development standards to remove daycare specific standards.
- Incentives – None

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

During the December 13, 2022, P&Z meeting, in order to give the applicant the opportunity to address resident concerns, P&Z tabled the item to a date uncertain. According to the applicant and an HOA representative, the applicant subsequently met with the neighboring Orchard Flower HOA, and revised the plans based on feedback from the neighborhood. Changes include replacing the perimeter wrought iron fence with a masonry wall and removing the gate that provided access between the non-residential and residential areas.

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.

ORDINANCE NO. _____

PAGE 1

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NOS. 12-12, 52-14, AND 27-18 WHICH ESTABLISHED AND LATER AMENDED PLANNED DEVELOPMENT DISTRICT NO. 120 (PD-120) ON CERTAIN PROPERTY DESCRIBED AS 2.734 ACRES OF LAND AND BEING ALL OF LOTS 1 AND 2, BLOCK A OF THE GODDARD SCHOOL AT FLOWER MOUND; BY AMENDING THE DEVELOPMENT STANDARDS; BY MODIFYING THE DEVELOPMENT STANDARDS, THE CONCEPTUAL PLANS, AND THE CONCEPTUAL ELEVATIONS FOR THE RETAIL DISTRICT-2 (R-2) PORTION, IN ACCORDANCE WITH SPECIFIC REQUIREMENTS STATED HEREIN AND EXHIBITS ATTACHED HERETO; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as 2.734 acres of land and being all of Lots 1 and Lot 2, Block A of The Goddard School at Flower Mound (the "Property"), have filed an application for a Zoning Planned Development amendment to amend Ordinance Nos. 12-12, 52-14, and 27-18 for Planned Development District No. 120 (PD-120); and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas, held a public hearing on April 25, 2022, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on May 2, 2022, with respect to the Planned Development amendment 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 Planned Development amendment on the Property;

ORDINANCE NO. _____

PAGE 2

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

SECTION 1

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

2.734 acres of land and being all of Lots 1 and 2, Block A of The Goddard School at Flower Mound, Denton County, Texas, and more fully described in Exhibit "A" attached hereto.

Exhibit "B" to Ordinance No. 27-18, entitled "Development Standards," as amended, is hereby amended to amend Paragraph B, "Retail District-2 (R-2) Uses;" Paragraph F, "Miscellaneous Standards;" and Paragraph G, "Exceptions and Variances;" as shown on Exhibit "B" attached hereto and incorporated herein.

Exhibit "C," entitled "Concept Plan," and Exhibit "D," entitled "Concept Landscape Plan," to Ordinance No. 27-18 are hereby replaced with Exhibits "C" and "D" attached hereto and incorporated herein, to amend the conceptual plans for the Retail District-2 (R-2) portion of the Planned Development.

Exhibit "E," entitled "Concept Elevations," to Ordinance No. 27-18, is hereby replaced with Exhibit "E" attached hereto and incorporated herein, to replace the conceptual elevations for the Retail buildings.

SECTION 2

The use of the Property shall be subject to all restrictions, terms, and conditions contained herein, as well as the applicable regulations contained in Ordinance Nos. 12-12, 52-14, and 27-18 for Planned Development District No. 120 (PD-120), the Land Development Regulations, and all other applicable and pertinent ordinances of the Town of Flower Mound.

SECTION 3

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

ORDINANCE NO. _____

PAGE 3

SECTION 4

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

SECTION 5

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

SECTION 6

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

SECTION 7

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

SECTION 8

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

ORDINANCE NO. _____

PAGE 4

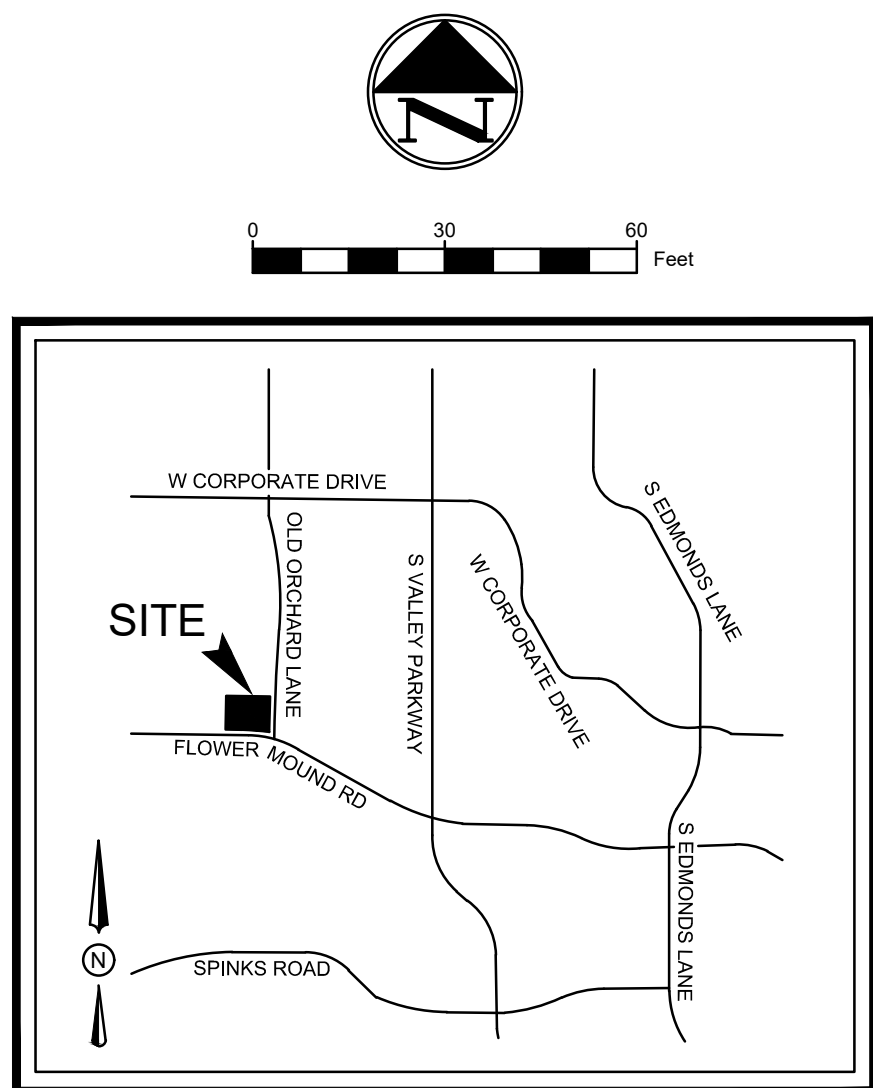
DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____, ON THIS THE 2ND
DAY OF MAY, 2022.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

RETAIL AT FLOWER MOUND LOT 1 & 2 BLOCK A, GODDARD SCHOOL AT FLOWER MOUND,
DENTON COUNTY, TEXASVICINITY MAP
N.T.S.

LEGEND

EXISTING BOUNDARY	
EXISTING CURB	
EXISTING WATER MAIN	WTR
EXISTING SANITARY SEWER	SEWER
EXISTING SEWER MANHOLE	SSMH
EXISTING POWER POLE	PP
EXISTING STORM SEWER	EX RCP
EXISTING FIRE HYDRANT	FH
EXISTING STORM INLET	
EXISTING SCREEN WALL	
BOUNDARY LINE	
PROPOSED CURB	
PROPOSED HANDICAP SIGN	
PROPOSED HANDICAP LOGO	
PROPOSED FIRE HYDRANT	
PROPOSED WATER METER	
PROPOSED BACK FLOW PREVENTER	
PROP. BOLLARD	
PROP. STORM INLET	
PROP. FIRE DEPARTMENT CONNECTION	
PROP. MONUMENT SIGN	
PROP. 6' HIGH FENCE	
PROP. 4' HIGH SEPARATOR FENCE	
PROP. SITE LIGHT POLE	
PROP. SEWER MH BY DEVELOPER	
PROPOSED FIRE LANE	

ZONING DATA TABLE

DEVELOPMENT STANDARD	REQUIRED	PROVIDED
MIN. LOT SIZE	NO MIN.	NO MIN.
MIN. LOT WIDTH	NO MIN.	NO MIN.
MIN. AREA/UNIT	NO MIN.	NO MIN.
MIN. FRONT YARD	60' MIN.	60' MIN.
MIN. SIDE YARD	NO MIN.	NO MIN.
MIN. REAR YARD	60' MIN.	60' MIN.
MAX. LOT COVERAGE	50% MAX.	50% MAX.
MAX. FLOOR AREA RATIO	NO MAX.	NO MAX.
MAX. HEIGHT (STORIES/FT)	2 ST. / 35'	2 ST. / 35'

LEGEND

DRAINAGE EASEMENT	DE
WATERLINE EASEMENT	WE
FIRE HYDRANT	FH
BUILDING SETBACK	BS
LANDSCAPE BUFFER	LB

MASTER PLAN FEATURES TABLE

LAND USE PLAN	RETAIL
URBAN DESIGN PLAN	LONG PRAIRIE DISTRICT
PARKS AND TRAILS	FUTURE 8' MULTI-PURPOSE TRAIL TO BE INSTALLED ON THE NORTH SIDE OF FLOWER MOUND ROAD AND CONNECTED TO EXISTING 8' MULTI-PURPOSE TRAIL ON THE WEST SIDE OF OLD ORCHARD LANE
OPEN SPACE PLAN	NOT A CONSERVATION DEVELOPMENT
THOROUGHFARE PLAN	FLOWER MOUND ROAD - MAJOR ARTERIAL WITH 120 FEET OF ROW OLD ORCHARD LANE - URBAN COLLECTOR WITH 80 FEET OF ROW INGRESS/EGRESS DRIVEWAY OFF FLOWER MOUND ROAD INGRESS/EGRESS DRIVEWAY OFF OLD ORCHARD LANE CROSS ACCESS PROVIDED TO NEIGHBORING PROPERTY TO EAST
WATER PLAN	LONG PRAIRIE DISTRICT, 12 INCH WATER LINES ALONG NORTH SIDE FLOWER MOUND ROAD AND WEST SIDE OF OLD ORCHARD LANE
WASTEWATER PLAN	LONG PRAIRIE DISTRICT, 10 INCH SANITARY SEWER LINES ALONG NORTH SIDE OF FLOWER MOUND ROAD AND 10 LINE EXTENDED THROUGH PROPERTY A PORTION OF LINE EXTENDED THROUGH PROPERTY TO ABANDONED AS PART OF THIS DEVELOPMENT

PROJECT CONTACT LIST

OWNER/DEVELOPER BEALL LEGACY PARTNERS, LP 5712 COLLEYVILLE BLVD, STE 200 COLLEYVILLE, TX 76034 ROBERT BEALL 817-399-1100	ENGINEER TRIANGLE ENGINEERING LLC 1784 McDERMOTT DR., STE. 110 ALLEN, TX 75013 KARTAVYA PATEL 214-609-9271
SURVEYOR A&W SURVEYORS, INC. P.O. BOX 870029 MESQUITE, TX 75187 JOHN S. TURNER 972-681-4975	ARCHITECT PRIZM ARCHITECTS 580 DECKER DRIVE #170 IRVING, TX 75062 RODNEY ST. JOHN 972-714-0420

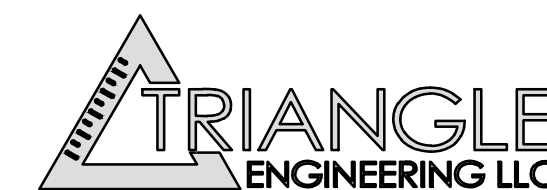
NO.	DATE	DESCRIPTION	BY
1	08-19-21	1ST PD AMENDMENT SUBMITTAL	KK
2	10-29-21	2ND PD AMENDMENT SUBMITTAL	KK
3	11-30-21	3RD PD AMENDMENT SUBMITTAL	KK
4	03-21-22	4TH PD AMENDMENT SUBMITTAL	KK
5	04-14-22	5TH PD AMENDMENT SUBMITTAL	KK
5	04-27-22	ADDITION NAME REVISION	KK



04/27/2022

ZPD21-0013

ZONING EXHIBIT



Planning | Civil Engineering | Construction Management

DESIGN/DRAWN DATE SCALE PROJECT NO. SHEET NO.

KK OR 04-27-22 SCALE BAR 119-20

ZE

TX. P.E. FIRM #11525

Exhibit “B”

Development Standards

“B. Retail District-2 (R-2) uses. Development of the Retail District-2 (R-2) area designated on the Concept Plan, attached hereto as Exhibit “C,” for Retail District-2 (R-2) uses, comprising approximately 2.756 acres, shall be in compliance with all regulations applicable to Retail District-2 (R-2) uses contained in the Town’s Land Development Regulations as amended, except as otherwise provided in this Ordinance.

1. **Permitted Uses:** Only the following permitted uses may be allowed by right in areas designated on Exhibit “C” as Retail District-2 (R-2) uses.

Accessory retail/service uses
 Accessory use, general, subject to section 98-972
 Antique shop
 Art gallery or handicraft sales
 Art supply store
 Auto parts and accessory sales (indoors)
 Bait and sporting goods sales
 Bakery or confectionery shop, retail
 Bank or savings and loan
 Book or stationary store or newsstand
 Cleaning/laundry pickup station only
 Cleaning/laundry shop with pickup station
 Cleaning shop or laundry pickup station
 Convenience store
 Custom personal service
 Dancing, drama, or music school or studio
 Drugstore or pharmacy
 Florist
 Fraternal club or lodge
 Hardware store
 Health club or athletic club
 Laboratory, medical and dental
 Laboratory, scientific and research
 Local utility line
 Mortuary or funeral home
 Off-street parking, accessory
 Office, general business and professional
 Office, medical or dental
 Optical sales
 Parking lot, commercial
 Personal improvement services
 Pet store, subject to section 98-988
 Plant nursery or garden shop
 Public building, shop or yard
 Restaurant, fast food
 Restaurant, general

Retail, general (indoors)
 Retail, single tenant (less than 25,000 square feet)
 Sewage pump station
 Supermarket
 Telephone equipment station
 Theater
 Travel bureau or consultant

2. **Specific Uses:** Only the following specific uses may be permitted in areas designated on Exhibit "C" as Retail District-2 (R-2) uses subject to approval of a Specific Use Permit (SUP) by the Town Council:

Amusement and recreation (indoors), subject to section 98-973
 Assembly hall
 Communication tower, commercial, subject to 98-977
 Convenience store with gasoline sales
 Day care center
 Lithographic or print shop
 Museum, library or art gallery, public
 Recreation center
 Veterinary hospital (inside pens)
 Veterinary hospital (inside pens), subject to section 98-998

3. **Temporary Uses:** Only the following temporary uses may be permitted in areas designated on Exhibit "C" as Retail District-2 (R-2) uses subject to approval of a temporary use permit in accordance with the procedures and standards of section 78-87 of the Code, "Temporary Use Permits":

Asphalt/concrete batch plant, temporary, subject to section 98-974
 Building material yard and construction office
 Field office, temporary

4. **Minimum and maximum dimensions.**

- i. Minimum lot area per dwelling. There shall be no minimum lot area per dwelling unit requirement in the area designated for Retail District-2 (R-2) uses.
- ii. Minimum lot width. There shall be no minimum lot width requirement in the area designated for Retail District-2 (R-2) uses.
- iii. Minimum floor area per unit. There shall be no minimum floor area per dwelling unit requirement in the area designated for Retail District-2 (R-2) uses.
- iv. Minimum front yard. There shall be no minimum front yard requirement in the area designated for Retail District-2 (R-2) uses, subject to section 98-1026.
- v. Minimum side yard. There shall be no minimum side yard

requirement in the area designated for Retail District-2 (R-2) uses, subject to section 98-1027.

- vi. Minimum rear yard. The minimum rear yard in the area designated for Retail District-2 (R-2) uses shall be 15 feet for all uses, subject to section 98-1028.
- vii. Maximum lot coverage. The maximum lot coverage in the area designated for Retail District-2 (R-2) uses shall be 50 percent for all uses, subject to section 98-1029.
- viii. Maximum floor area ratio. There shall be no maximum floor area ratio requirement in the area designated for Retail District-2 (R-2) uses.
- ix. Maximum height. The maximum height of buildings and structures in the area designated for Retail District-2 (R-2) uses shall be two stories or 35 feet for all uses, subject to section 98-1031."

"F. Miscellaneous Standards:

- 1. Any use utilizing a drive-through facility shall be subject to Section 82-82 of the Town's Land Development Regulations as amended, at the time of the site plan submittal.
- 2. Open Space Amenity and Pedestrian connectivity requirements within Planned Development District No. 120 (PD-120) shall incorporate the standards for such space as described by the Town's Urban Design Plan and include the following specific elements:
 - a. Town required eight-foot wide trail shall be provided along FM 3040 and Old Orchard Lane.
 - b. Internal sidewalks shall be provided that establish connection from the trail to the internal sidewalks within both residential and non-residential portions of the property.
 - c. There will be 4-foot wide concrete walking paths that run in the open space areas between the residential lots within the proposed residential development.
 - d. Pedestrian open space shall be composed of hardscape and planting materials that offer visual and physical relief from the necessary parking and built environment.
 - i. Non-residential open space shall include walkways that provides connectivity to and from the eight-foot hike and bike trail.
 - ii. Phase 1: 'Amenity Area' as shown on the Exhibit "C" (Concept

Plan) and Exhibit “D” (Concept Landscape Plan) shall include the following and shall be installed prior to the issuance of a certificate of occupancy for the first building.

- Minimum of three seating items that may include a combination of any of the following: benches, seat walls, or large stones.
- Minimum of one raised planter having a minimum size of 400 square feet and minimum 20 inches tall with a seat wall.
- Minimum 800 square feet shade structure consisting of a material that complements the building.
- Minimum four decorative planter pots of 25 gallons each.
- Minimum of 1,500 square feet of outdoor seating/dining area.
- Enhanced pavement consisting of patterned colored concrete, brick pavers, or combination thereof within the ‘Amenity Area.’
- Maintenance agreement for landscaping and ‘Amenity Area’ shall be provided at the time of record plat application.

iii. Phase 2: In addition to the above amenities within ‘Amenity Area,’ Area B shall include the following amenities and shall be installed prior to the issuance of a certificate of occupancy for the second building.

- Minimum of one seating item that may include a combination of any of the following: benches, seat walls, or large stones.
- Minimum of five tree wells having a size of 5’ x 6’ minimum with a minimum of 600 cubic yards of CU-Structural Soil surrounding the outside of the 5’x6’ tree well. Tree well shall be clad in a material to complement the main building.
- Minimum three decorative planter pots of 25 gallons each.
- Enhanced pavement consisting of patterned colored concrete, brick pavers, or combination thereof, around the building located in Area B.

iv. Residential open space identified amenities include a central amenity center adjacent to a pool, benches, a small linear pocket park, a water feature/detention pond with easy access to all residents, a small fruit orchard, and nice small open grassed areas for general recreational use.

- At least two canopy trees shall be provided on all residential lots adjacent to the internal open space

areas with a third canopy tree provided in the open space area adjacent to each such residential lot.

- The open space area shall be maintained by the Homeowner's Association for the community.

3. Retention / Detention pond Requirements:

- a. Maintain a minimum of 4 feet of water depth
- b. Pond areas shall meet the minimum requirements of the Town's Design Criteria and Construction Standards.
- c. Retention pond area retaining walls shall utilize stacked stone, stone veneer, cut stone or engineered block walls that complement the material standards and colors for the development.
- d. A private maintenance agreement for the retention pond(s) shall be provided upon submittal of a record plat for the development.
- e. A fountain feature shall be provided in each retention pond.
- f. Any pump equipment for the fountain features that is above ground shall be screened in accordance with section 82-272 "Outdoor storage areas". Such screening shall be designed and constructed of materials that complement the development.

4. Site retaining wall requirements:

- a. All site retaining walls shall utilize stacked stone, stone veneer, cut stone, or fauxstone that complements the material standards and colors for the development.

5. Reciprocal Easement requirements:

- a. The development shall be subject to an overall reciprocal easement agreement granting cross-access to and from the property to the west. A copy of said agreement shall be provided to the Town of Flower Mound with the Record Plat for the development.
- b. The development shall be subject to an overall reciprocal shared parking agreement for all uses on the site. A copy of said agreement shall be provided to the Town of Flower Mound with the Record Plat for the development.

6. Monument signage at Gateway corner:

- a. At the time of record plat for the non-residential portion, an easement measuring 20 feet by 20 feet (20' x 20') shall be provided at the southeast corner of the site as depicted on Exhibit "C" (Concept Plan)

for a future Town Gateway Monument sign.

7. Fencing standards:

- a. All residential lots adjacent to open space areas, excluding subdivision perimeter fencing, shall have a minimum four foot (4') tall wrought iron fence in accordance with the Town of Flower Mound's Land Development Regulations on the propertyline that is common to the open space. All other areas of residential lots, not adjacent to open space areas, shall have typical wooden fencing that conforms to the Town's regulations.
- b. A six-foot tall masonry wall shall be constructed between the residential and retail areas.

8. Compatibility buffer:

- a. A 25-foot compatibility landscape buffer shall be provided between the residential and retail developments. Five foot of the compatibility landscape buffer shall be provided within the retail portion of the development and the remaining 20 feet of the compatibility landscape buffer shall be provided within the residential portion of the development.
- b. Appropriate scaled landscape plants shall be installed on both sides of the six-foot tall masonry wall situated between the residential and retail areas of the development.
- c. A minimum of 11 three-inch caliper mitigation trees shall be planted within the five-foot landscape buffer on the non-residential portion. A minimum of five mitigation trees planted within Area A shall be live oak trees or similar evergreen trees in order to provide year round screening. Area A shall also include a continuous dense eight-foot tall (at the time of planting) evergreen shrubs planted within the five-foot landscape buffer.
- d. In addition to meeting the requirements of Sec. 82-272. - Outdoor storage areas of the Town's code of ordinance, any dumpster located in close proximity to the northern property line of the non-residential area shall be screened with minimum six-foot tall evergreen shrubs.
- e. One native shade tree, a minimum of three-inch caliper and of species included in section 94-242 of the Flower Mound Code, Approved tree lists, shall be provided at a ratio of one tree per 600 square feet within the required compatibility buffer area.

9. Phasing requirements:

- a. If the development of Planned Development District No. 120 (PD-120) includes phasing of any nature, such phasing shall be detailed

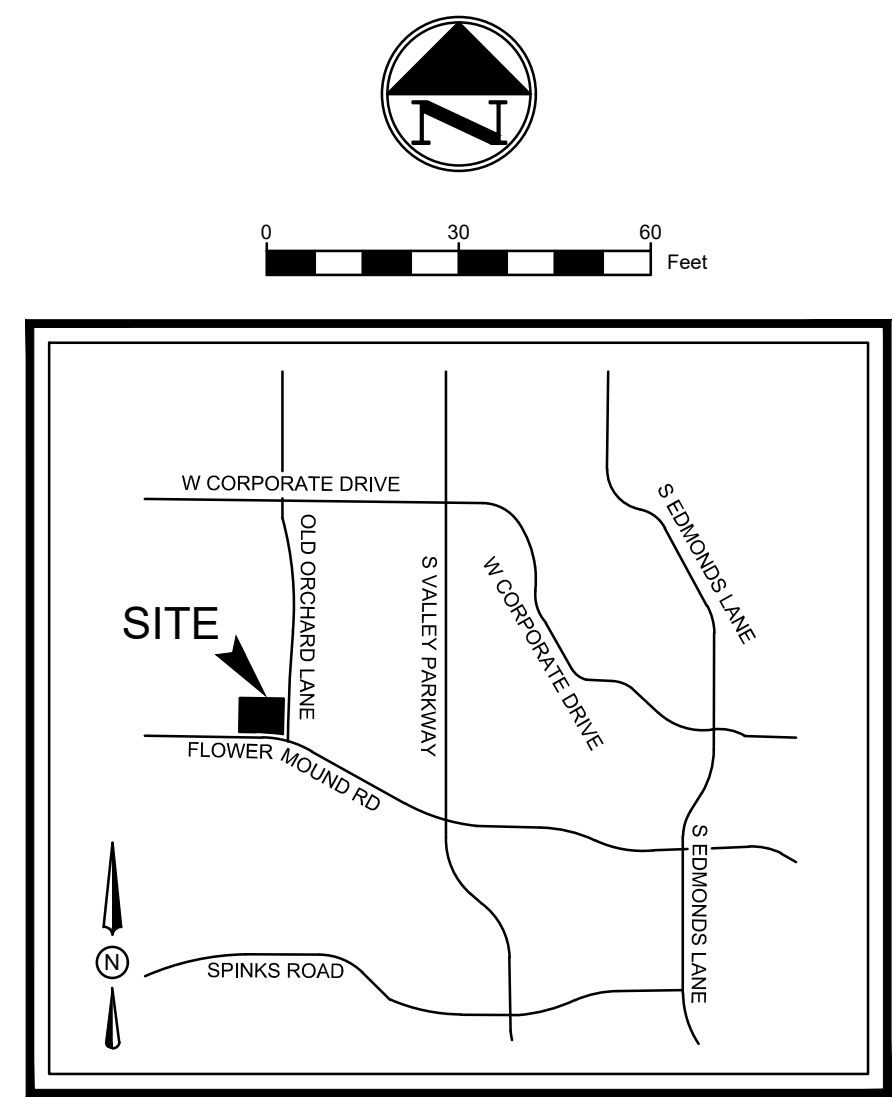
in the subsequent development application, be it a Development Plan, Record Plat, or a Site Plan.

- b. Notwithstanding the foregoing, the first phase of development shall include the detention reservoirs, fire lanes and median cuts/turn lanes to support the first phase; curb cuts, utilities, amenity area within the first phase; eight-foot wide Town Trail along FM 3040 and Old Orchard for the entire length of the property; and perimeter landscaping for the residential portion. A Certificate of Occupancy shall not be issued for the first building until all of the above improvements are complete.
- c. The first phase of non-residential shall include fire lanes required for phase one construction as depicted on Exhibit 'C', perimeter landscaping along entire length of FM 3040, Old Orchard, and within the five-foot landscape buffer along the western and northern property lines, masonry wall along the western and northern property lines as set forth herein-above, and amenities located within the 'Amenity Area.' A Certificate of Occupancy shall not be issued for the first building until all of the above improvements are complete."

"G. Exceptions and Variances:

The following exceptions shall be granted with the approval of Planned Development District No. 120 (PD-120):

- 1. An exception to Section 90-311, Street design standards, as authorized by Section 90-301, Exception to street standards, of the Code of Ordinances to allow for a reduced driveway spacing that permits the eastern-most road into the development to be placed two hundred eighty feet (280') away from the intersection of Old Orchard Road and Flower Mound Road.
- 2. An exception to Sec 82-302(2), requirement for a 25-foot landscape buffer within the retail portion of this development to allow for the screening and fencing set forth herein-above.
- 3. An exception to Sec 82-302(2), requirement for a continuous dense six-foot understory plants, and native shade trees, a minimum of three-inch caliper, at a ratio of one tree per 400 square feet of the buffer area between the residential and retail portion within this development to allow for the screening and fencing set forth herein-above.
- 4. An exception to Sec 82-303 (1), requirement for a 60-foot building setback for a single-story building to allow the proposed retail building to be located at a minimum distance of 20 feet from the western property line of Area A."

VICINITY MAP
N.T.S.

NTS

SITE LEGEND

CONCRETE CURB
SAW-CUT LINE
FENCE
FIRE LANE
STRIPING

PARKING SPACES
MONUMENT/PYLON SIGN
WHEEL STOPS
HANDICAP LOGO
HANDICAP SIGN
RAMP
BOLLARD
TRAFFIC ARROW

FIRE HYDRANT

DUMPSTER

SANITARY SEWER MANHOLE
SANITARY SEWER CLEANOUT
SANITARY SEWER DOUBLE CLEANOUT
SANITARY SEWER SAMPLE PORT
GREASE TRAP
DOMESTIC WATER METER
IRRIGATION METER
GAS METER

TRANSFORMER

LIGHT POLE
POWER POLE

MASTER PLAN FEATURES TABLE	
LAND USE PLAN	RETAIL
URBAN DESIGN PLAN	LONG PRAIRIE DISTRICT
PARKS AND TRAILS	FUTURE 8' MULTI-PURPOSE TRAIL TO BE INSTALLED ON THE NORTH SIDE OF FLOWER MOUND ROAD AND CONNECTED TO EXISTING 8' MULTI-PURPOSE TRAIL ON THE WEST SIDE OF OLD ORCHARD LANE
OPEN SPACE PLAN	NOT A CONSERVATION DEVELOPMENT
THOROUGHFARE PLAN	FLOWER MOUND ROAD - MAJOR ARTERIAL WITH 120 FEET OF ROW OLD ORCHARD LANE - URBAN COLLECTOR WITH 80 FEET OF ROW INGRESS/EGRESS DRIVEWAY OFF FLOWER MOUND ROAD INGRESS/EGRESS DRIVEWAY OFF OLD ORCHARD LANE CROSS ACCESS PROVIDED TO NEIGHBORING PROPERTY TO EAST
WATER PLAN	LONG PRAIRIE DISTRICT, 12 INCH WATER LINES ALONG NORTH SIDE FLOWER MOUND ROAD AND WEST SIDE OF OLD ORCHARD LANE
WASTEWATER PLAN	LONG PRAIRIE DISTRICT, 10 INCH SANITARY SEWER LINES ALONG NORTH SIDE OF FLOWER MOUND ROAD AND 10 LINE EXTENDED THROUGH PROPERTY A PORTION OF LINE EXTENDED THROUGH PROPERTY TO ABANDONED AS PART OF THIS DEVELOPMENT

SITE DATA SUMMARY TABLE

NET SITE:	1 (AREA-A)	2 (AREA-B)		
NET SITE AREA:	1.184 ACRES 51,555 S.F.	1.550 ACRES OR 67,512 S.F.		
ZONING:	AMENDED PD-120	AMENDED PD-120		
CURRENT USE:	RETAIL	RETAIL		
LOT COVERAGE DATA				
BUILDING COVERAGE	10,885 S.F. (21.11%)	17.27%		
IMPERVIOUS AREA	32,983 S.F. (63.98%)	52,412 S.F. OR 77.6%		
PERVIOUS AREA	18,567 S.F. (36.02%)	15,100 S.F. OR 22.4%		
FLOOR AREA RATIO:	1.0.211	1.0.173		
PARKING SUMMARY	REQUIRED	PROVIDED	REQUIRED	PROVIDED
RETAIL, 1 PER 250 SF	34	34	37	40
RESTAURANT, 1 PER 75 SF	33	36	33	36
HANDICAP PARKING	3	4	3	4
TOTAL PARKING	67	70	70	76
BUILDING DATA				
NUMBER OF STORIES	1	1		
PEAK HEIGHT	33'-1 1/2"	34'-1 1/2"		
MEAN HEIGHT	22'-6"	30'-8"		
RETAIL SQUARE FOOTAGE	8,385 S.F.	9,151 S.F.		
RESTAURANT SQUARE FOOTAGE	2,500S.F.	2,500 S.F.		
TOTAL SQUARE FOOTAGE	10,885 S.F.	11,651 S.F.		

FLOOD PLAIN NOTE

THE SUBJECT PROPERTY LIES WITHIN ZONE "X" AREA OF MINIMAL FLOOD HAZARD. FLOOD MAP AREA NUMBER 48121C0545G, EFFECTIVE ON 4-18-2011.

REVIEWED
TOWN OF FLOWER MOUND
Released for Construction
Date

**Town of Flower Mound
Engineering Services Division**

NOTES:

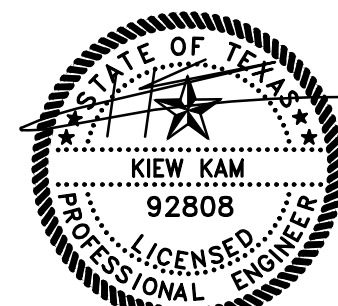
1. ALL WORK WITHIN TXDOT ROW
REQUIRE SEPERATE PERMIT ISSUED
BY TXDOT.

2.THE TOWN OF FLOWER MOUND
CONSTRUCTION STANDARDS APPLY,
WHETHER INDICATED ON THESE
PLANS OR NOT



Know what's below.
Call before you dig

NO.	DATE	DESCRIPTION	BY
1	08-19-21	1ST PD AMENDMENT SUBMITTAL	KK
2	10-29-21	2ND PD AMENDMENT SUBMITTAL	KK
3	11-30-21	3RD PD AMENDMENT SUBMITTAL	KK
4	03-21-22	4TH PD AMENDMENT SUBMITTAL	KK
5	04-14-22	5TH PD AMENDMENT SUBMITTAL	KK



04/14/2022

ZPD21-0013

CONCEPTUAL SITE PLAN

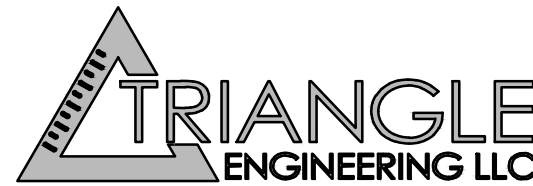
RETAIL DEVELOPMENT

150 FLOWER MOUND RD.

TOWN OF FLOWER MOUND

DENTON COUNTY, TEXAS

LOT 1, BLOCK A, WINBORN ADDITION



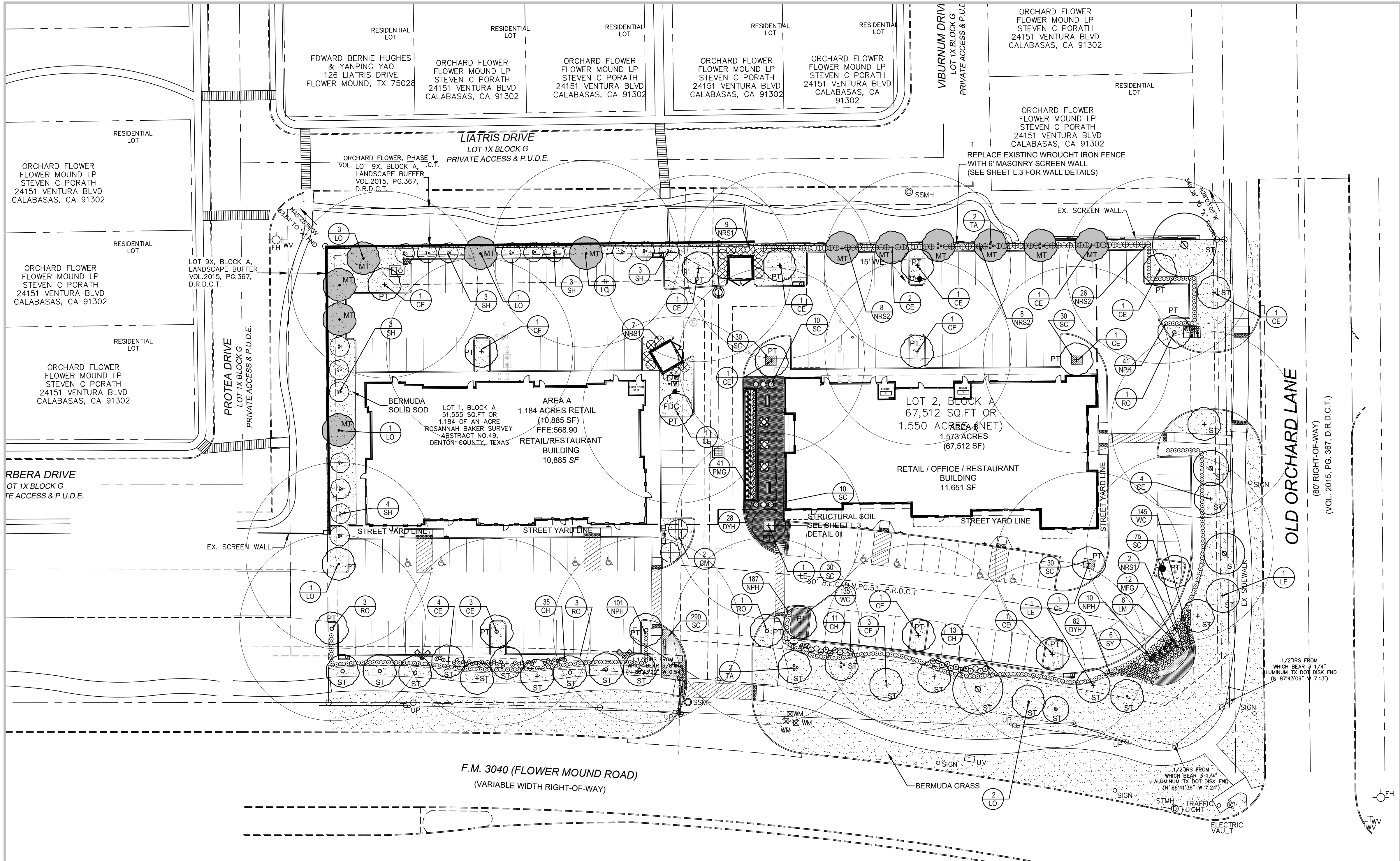
T: 469.331.8566 | F: 469.213.7145 | E: info@triangle-engr.com
triangle-engr.com | O: 1784 McDermott Drive, Suite 110, Allen, TX 75013

Planning | Civil Engineering | Construction Management

DESIGN	DRAWN	DATE	SCALE	PROJECT NO.	SHEET NO.
--------	-------	------	-------	-------------	-----------

OR	OR	04-14-22	SEE	119-20	
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TX. P.E. FIRM #11525



LANDSCAPE TABULATIONS - AREA A

Street Yard Landscaping			
Standard	Total Street Yard (Square Feet)	Required	Provided
Min. 20% of street yard	20,328	4,066	4,687
Street Yard Trees			
Standard	Total Street Yard (Square Feet)	Required	Provided
10,000 to 110,000 10 trees for first 10,000 plus (1) per 2,500 ft. or excess of 10,000 s.f.	Flower Mound Road 20,328 s.f.	14	14- 3' Cal. Trees
Trees required to satisfy other provisions of landscaping requirements and lying within the street yard may be used to satisfy the requirements of other sections.			
Street Buffer Trees			
Standard	Street Frontage (Linear Feet)	Required	Provided
1 canopy tree per 30 l.f.	Flower Mound Road 188.78 l.f.	7	7- 3' Cal. Trees
Parking Area Landscaping			
Standard	No. of Parking Spaces	Required	Provided
90 s.f. per 12 spaces	70	525 s.f.	800 s.f.
Parking Area Trees			
Standard	No. of Parking Spaces	Required	Provided
1 tree per 10 spaces	70	7	8

LANDSCAPE TABULATIONS - AREA B

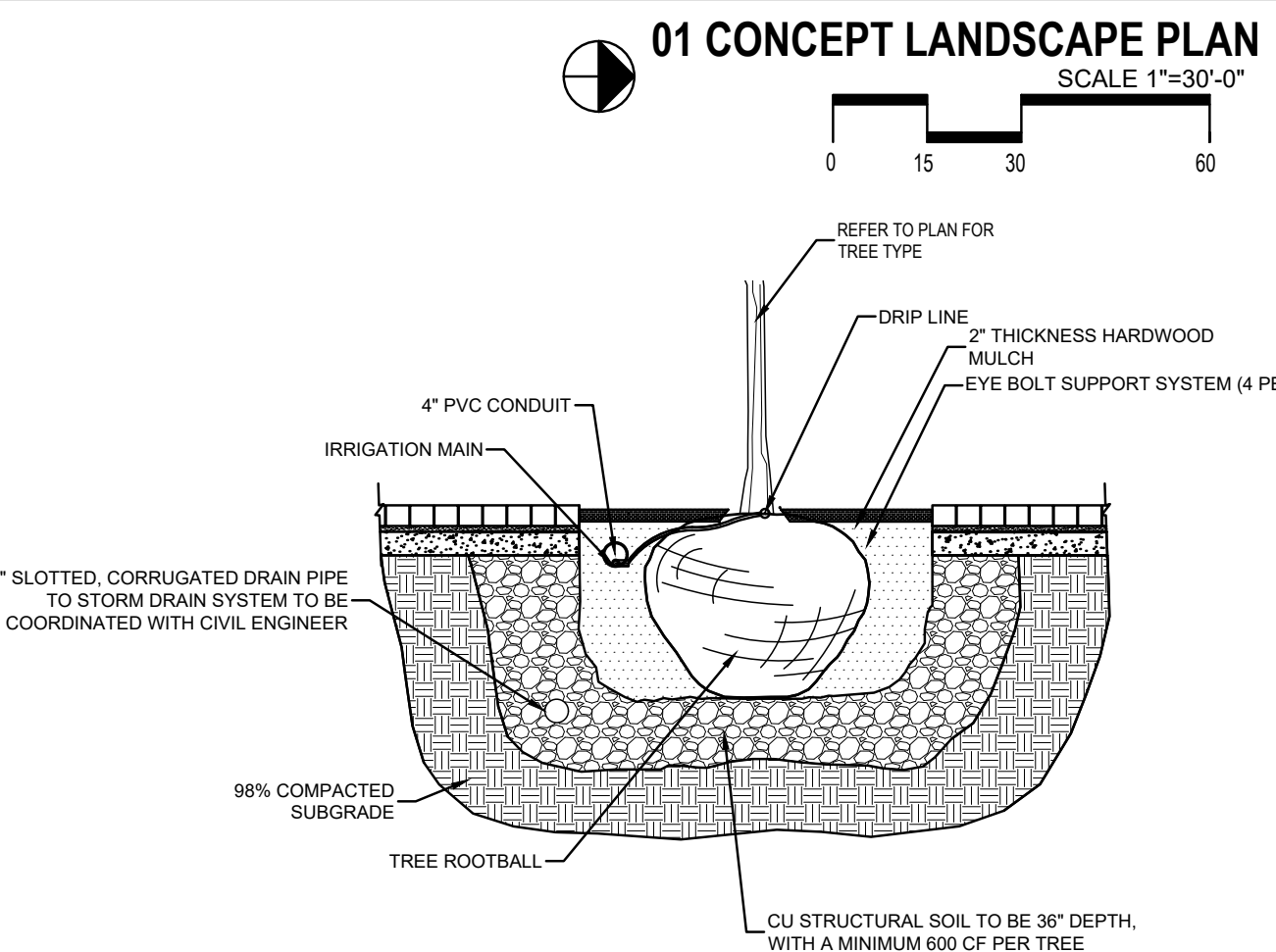
Street Yard Landscaping			
Standard	Total Street Yard (Square Feet)	Required	Provided
Min. 20% of street yard	40,486	8,097	13,443
Street Yard Trees			
Standard	Total Street Yard (Square Feet)	Required	Provided
10,000 to 110,000 10 trees for first 10,000 plus (1) per 2,500 ft. or excess of 10,000 s.f.	Flower Mound Road & Old Orchard Ln. 40,486 s.f.	23	18- 3' Cal. Trees 5- Existing Trees
Trees required to satisfy other provisions of landscaping requirements and lying within the street yard may be used to satisfy the requirements of other sections.			
Street Buffer Trees			
Standard	Street Frontage (Linear Feet)	Required	Provided
1 per 30 l.f.	Flower Mound Road 248.01 l.f.	8	7- 3' Cal. Trees 1 Existing Trees
1 per 30 l.f.	Old Orchard Lane 247.67 l.f.	8	5- 3' Cal. Trees 3 Existing Trees
Parking Area Landscaping			
Standard	No. of Parking Spaces	Required	Provided
90 s.f. per 12 spaces	76	570 s.f.	1,187 s.f.
Parking Area Trees			
Standard	No. of Parking Spaces	Required	Provided
1 tree per 10 spaces	76	8	13

LEGEND
PT- PARKING LOT TREES
ST- STREET TREES
MT- MITIGATION TREES

PLANT MATERIAL SCHEDULE

TREES					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
CM	2	Crepe Myrtle 'Dallas Red'	<i>Lagerstroemia indica 'Dallas Red'</i>	8' ht.	container, 3 or 5 trunks, tree form
CE	28	Cedar Elm	<i>Ulmus crassifolia</i>	3" cal.	container, 14' ht., 6' spread, 5' clear straight trunk
LE	3	Athena Lacebark Elm	<i>Ulmus parvifolia 'Athena'</i>	3" cal.	container, 14' ht., 6' spread, 5' clear straight trunk
LO	9	Live Oak	<i>Quercus virginiana</i>	3" cal.	container, 14' ht., 6' spread, 5' clear straight trunk
LM	6	Lil Gem Magnolia	<i>Magnolia grandiflora 'Lil Gem'</i>	8' ht.	container, 8' ht., 4' spread, full to base
RO	11	Shumard Red Oak	<i>Quercus shumardii</i>	3" cal.	container, 14' ht., 6' spread, 5' clear straight trunk
SH	16	Savannah Holly	<i>Ilex americana 'Savannah'</i>	8' ht.	container, 8' ht., 4' spread, tree form
TA	5	Texas Ash	<i>Fraxinus albicans</i>	3" cal.	container, 14' ht., 6' spread, 5' clear straight trunk
SHRUBS					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
DYH	110	Dwarf Yaupon Holly	<i>Ilex vomitoria 'Nana'</i>	3 gal.	container grown, 20" spread
CH	58	Carissa Holly	<i>Ilex cornuta 'Carissa'</i>	7 gal.	container full, 30" spread
MFG	12	Mexican Feathergrass	<i>Nassella tenuissima</i>	3 gal.	container, 24" ht., 20" spread
PMG	41	Pink Muhly Grass	<i>Muhlenbergia capillaris</i>	3 gal.	container, 24" ht., 20" spread
NPH	329	Needlepoint Holly	<i>Ilex cornuta 'Needlepoint'</i>	7 gal.	container, 36" ht., 24" spread
NRS1	18	Nellie R. Stevens Holly	<i>Ilex x 'Nellie R. Stevens'</i>	6' ht.	container grown, 36" spread, full to base
NRS2	64	Nellie R. Stevens Holly	<i>Ilex x 'Nellie R. Stevens'</i>	7 gal.	container, 36" ht., 24" spread
GROUNDCOVERS					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
SC	485	Seasonal Color	<i>Euonymus fortunei 'Coloratus'</i>	4" pots	selection by owner, 12" o.c.
WC	280	Purple Wintercreeper	<i>Cynodon dactylon '419'</i>	4" pots	container, 3- 12" runners min., 12" o.c.
Solid Sod refer to notes					
NOTE: Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant material shall meet or exceed remarks as indicated. All trees to have straight trunks and be matching within varieties.					

01 STRUCTURAL SOIL DETAIL
NOT TO SCALE



GENERAL LAWN NOTES

- FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED ON CIVIL PLANS.
- ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
- ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
- IMPORTED TOPSOIL SHALL BE NATURAL, FRIABLE SOIL FROM THE REGION, KNOWN AS BOTTOM AND SOIL, FREE FROM LUMPS, CLAY, TOXIC SUBSTANCES, ROOTS, DEBRIS, VEGETATION, STONES, CONTAINING NO SALT AND BLACK TO BROWN IN COLOR.
- ALL LAWN AREAS TO BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED, AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR ARCHITECT PRIOR TO INSTALLATION.
- ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLODS, STICKS, CONCRETE SPOILS, ETC. SHALL BE REMOVED PRIOR TO PLACING TOPSOIL AND ANY LAWN INSTALLATION
- CONTRACTOR SHALL PROVIDE (1") ONE INCH OF IMPORTED TOPSOIL ON ALL AREAS TO RECEIVE LAWN.

SOLID SOD NOTES

- FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL DESIRED GRADE IN PLANTING AREAS AND 1" BELOW FINAL GRADE IN TURF AREAS.
- ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
- ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
- CONTRACTOR TO COORDINATE WITH ON-SITE CONSTRUCTION MANAGER FOR AVAILABILITY OF EXISTING TOPSOIL.
- PLANT SOD BY HAND TO COVER INDICATED AREA COMPLETELY. INSURE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL VOIDS.
- ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.
- WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.
- CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT LIMITED TO, MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.
- CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF AN ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.
- IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1 AND MARCH 1, ALL SOD AREAS TO BE OVER-SEED WITH WINTER RYEGRASS, AT A RATE OF (4) POUNDS PER ONE THOUSAND (1000) SQUARE FEET.

LANDSCAPE NOTES

- CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
- CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
- CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.
- CONTRACTOR TO PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
- ALL PLANTING BEDS AND LAWN AREAS TO BE SEPARATED BY STEEL EDGING. NO STEEL TO BE INSTALLED ADJACENT TO SIDEWALKS OR CURBS.
- ALL LANDSCAPE AREAS TO BE 100% IRRIGATED WITH AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM AND SHALL INCLUDE RAIN AND FREEZE SENSORS.
- ALL LAWN AREAS TO BE SOLID SOD BERMUDAGRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.

SITE FURNISHING NOTES

- CONTRACTOR SHALL PROVIDE TURN-KEY INSTALLATION OF ALL PLANTERS INCLUDING, BUT NOT LIMITED TO, SHIPMENT, HANDLING, PLACEMENT, ETC.
- IRRIGATION AND DRAINAGE HOLES TO BE DRILLED ON SITE BY CONTRACTOR.
- BOTTOM OF POTS TO INCLUDE PEA GRAVEL, 4" DEPTH. FILTER FABRIC TO SEPERATE PEA GRAVEL FROM PLANTING MIX.

MASONRY WALL DETAILS

FIND MASONRY WALL DETAILS ON SHEET S5.3 AND S5.4
EXTERIOR MATERIALS TO MATCH EXISTING WALL

FENCE DETAILS

FIND FENCE DETAILS ON SHEET C7.2

SITE FURNISHINGS

- TABLE SHALL BE:
PARC CENTRE 30" ROUND
STANDARD COLOR TO BE DETERMINED
AVAILABLE FROM: LANDSCAPE FORMS
QUANTITY- 3
LARA MOFFAT
(269) 337-1309
- CHAIRS TO BE:
PARC CENTRE- CHAIR NO ARMS
STANDARD COLOR TO BE DETERMINED
AVAILABLE FROM: LANDSCAPE FORMS
QUANTITY- 12
LARA MOFFAT
(269) 337-1309
- BENCHES TO BE:
NEOCOMBO BENCH- 59" WITH BACK
ALUMINUM FINISH AVAILABLE FROM: LANDSCAPE FORMS
QUANTITY- 2
LARA MOFFAT
(269) 337-1309
- LITTER RECEPTACLE TO BE:
PARC CENTRE- LITTER RECEPTACLE, HINGED LID
STANDARD COLOR TO BE DETERMINED
AVAILABLE FROM: LANDSCAPE FORMS
QUANTITY- 2
LARA MOFFAT
(269) 337-1309

PLANTER NOTES

- PLANTERS SHALL BE:
DECORATIVE PLANTERS, 36" DIA.
TOTAL OF (4), WALSHIRE COLLECTION
WS-3600 FRB
COLOR TO BE SELECTED
AVAILABLE FROM: TOURNESOL SITE WORKS
JOHN WILLINGHAM
(800) 542-2282
- CONTRACTOR SHALL PROVIDE TURN-KEY INSTALLATION OF ALL PLANTERS INCLUDING, BUT NOT LIMITED TO, SHIPMENT, HANDLING, PLACEMENT, ETC.
- IRRIGATION AND DRAINAGE HOLES TO BE DRILLED ON SITE BY CONTRACTOR.
- BOTTOM OF POTS TO INCLUDE PEA GRAVEL, 4" DEPTH. FILTER FABRIC TO SEPERATE PEA GRAVEL FROM PLANTING MIX.
- ALL PLANTERS ARE TO HAVE MICRO SPRAY IRRIGATION INSTALLED.

LANDSCAPE ARCHITECT
STUDIO GREEN SPOT, INC.
1784 W. McDERMOTT DR.
SUITE 110
ALLEN, TEXAS 75013
(469) 369-4448
CHRIS@STUDIOGREENSPOT.COM



RETAIL PROJECT
FLOWER MOUND ROAD
FLOWER MOUND, TEXAS

ISSUE:
FOR APPROVAL 08.12.2021
CITY COMMENTS 11.24.2021
CITY COMMENTS 03.24.2022
CITY COMMENTS 04.13.2022
CITY COMMENTS 04.19.2022
CITY COMMENTS 04.27.2022

DATE:
04.27.2022

SHEET NAME:
CONCEPT LANDSCAPE PLAN

SHEET NUMBER:

L.4



MATERIAL SPECIFICATIONS	
MATERIAL NAME	SPECIFICATION
BRICK VENEER	ACME BRICK - "MOCHA IRONSPOT"
BRICK ACCENT	ACME BRICK - "CAPE COD"
CULTURE STONE	ACME BRICK - "CREAM LIMESTONE"
ROOFING	STANDING SEAM METAL ROOF - BERRIDGE MEDIUM BRONZ
STUCCO	SHERWIN WILLIAMS - "ACCESSIBLE BEIGE SW 7036"
STUCCO TRIM	SHERWIN WILLIAMS - "LATTE - SW 6108"

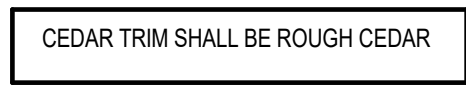
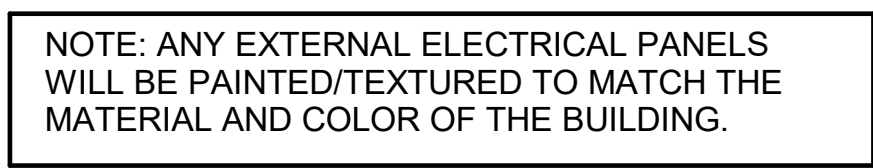
ELEVATION MATERIAL CALCULATIONS								
	EAST	%	WEST	%	NORTH	%	SOUTH	%
TOTAL FACADE AREA	1659	100	1884	100	3110	100	3558	100
DOORS/WINDOWS	556	34	569	30	627	20	1298	36
FACADE AREA LESS DOORS & WINDOWS	1103	66	1315	70	2483	80	2260	64
PRIMARY MASONRY								
BRICK VENEER	361	22	185	10	1298	42	542	15
CULTURE STONE	648	39	1061	56	668	21	1559	44
STUCCO-1	32	2	0	0	429	14	22	1
SOLDIER COURSE	52	3	53	3	81	3	108	3
ACCENT MATERIAL								
ROUGH CEDAR	10	1	16	1	7	0	29	1

RODNEY C. St.JOHN, AIA
REGISTERED ARCHITECT
TEXAS NO. 14791

ZPD21-0013

[illegible]

Scale	As indicated
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MATERIAL SPECIFICATIONS	
MATERIAL NAME	SPECIFICATION
BRICK VENEER	ACME BRICK - "MOCHA IRONSPOT"
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THIS DOCUMENT IS FOR INTERIM
REVIEW ONLY AND NOT
INTENDED TO BE USED FOR
CONSTRUCTION, BIDDING, OR
PERMIT PURPOSES.

RODNEY C. St.JOHN, AIA
REGISTERED ARCHITECT
TEXAS NO. 14791

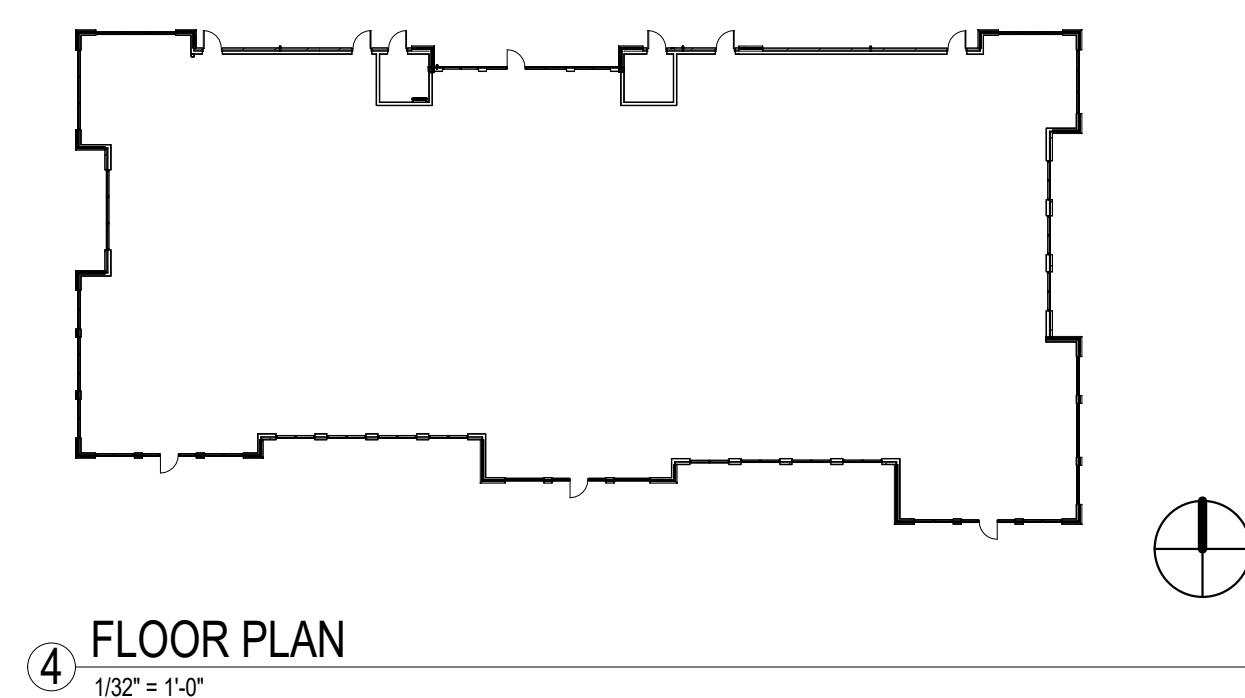
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BEALL LEGACY PARTNERS, I.p.	
BEALL RETAIL DEVELOPMENT	
CONCEPT ELEVATIONS	
Project number	0.009.0319
Date	11/29/2021
Drawn by	PA
Checked by	RCS
P&Z-2	
Scale	As indicated



MATERIAL SPECIFICATIONS	
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Scale	As indicated
-------	--------------



NOTE: ANY EXTERNAL ELECTRICAL PANELS
WILL BE PAINTED/TEXTURED TO MATCH THE
MATERIAL AND COLOR OF THE BUILDING.

ARCHITECTS DESIGNERS PLANNERS
580 DECKER DRIVE, SUITE 170
IRVING, TEXAS 75062
(972) 714-0420, FAX (972) 714-0282

[illegible]

Scale	As indicated
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① $1/8" = 1'-0"$

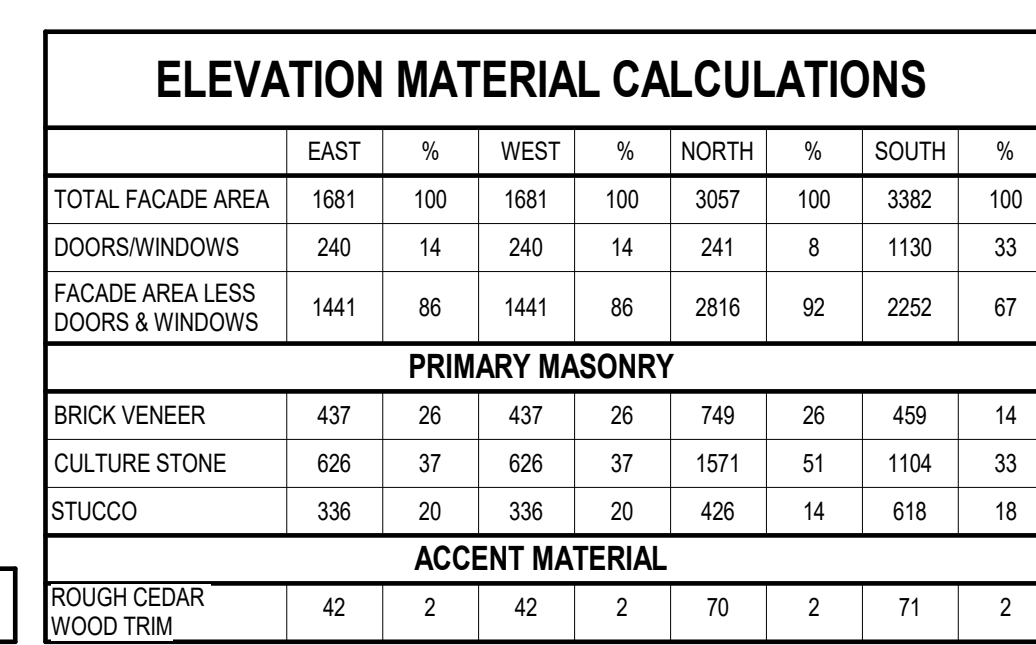
② $1/8" = 1'-0"$

CEDAR TRIM SHALL BE ROUGH CEDAR

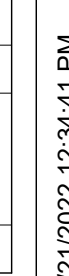
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STUCCO TRIM	SHERWIN WILLIAMS - "LATTE - SW 6108"



[illegible]

Owner	
NINE OAKS PLAZA	
CONCEPTUAL ELEVATIONS	
Project number	0.009.0421
Date	11/29/21
Drawn by	PA
Checked by	RCS
P&Z -2	
Scale	As indicated



Town Council Future Agenda Items



SCHEDULED	5/17/2022	Consent	Consider approval of the purchase of a 2023 Ford F-450 Frazer Type 1 Ambulance for the Fire and Emergency Services department from Frazer, LTD. through the Houston-Galveston Area Council of Governments (H-GAC) cooperative purchasing program in the total amount of \$273,338.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Placeholder: Canvass May 7 election
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on May 2, 2022.
		Presentation	Proclamation of National Public Works Week, May 15-21
	6/6/2022	Consent	Street name change #2
		Consent	Consider approval of the purchase and installation of the 2021-22 Playground Replacements project, for Peacock Park Playground, from Childs Play, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$243,189.00.
		Consent	Street name change
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on May 17, 2022.
		Presentation	Transportation Commission 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.) (On February 7, 2022 Town Council postponed this item to the March 21, 2022 meeting by a vote of 5 to 0 at the Applicant's request). (On March 21, 2022 Town Council postponed this item to the June 6, 2022 meeting by a vote of 5 to 0 at the Applicant's request).
		Regular	Morriss Road Speed Limit Change
	6/20/2022	Consent	High Road Water Line Phase II - Construction Award
		Presentation	Veterans Liaison Board Update
		Presentation	All Together Flower Mound Commission Update

SCHEDULED	6/20/2022	Regular	Consider approval of an ordinance authorizing the issuance of the Town of Flower Mound, Texas, Certificates of Obligation, Series 2022, for the purpose of paying for waterworks and sewer system improvements, establishing parameters for the sale and issuance of such bonds, delegating certain matters to an authorized official of the Town and resolving all matters incident and related thereto.
		Regular	Public Hearing to consider a request to amend the Master Plan (MPA21-0010 - Parks and Trails Plan) by removing and replacing Section 5.0, "Parks and Trails Plan," and adopting the 2022 Trails and Bikeways Master Plan, and to consider adopting an ordinance providing for said amendments. (The Parks Board recommended approval of the proposed master plan update by a vote of ?-? at its May 5, 2022, meeting. The Transportation Commission recommended approval of the proposed master plan update by a vote of ?-? at its May 10, 2022, meeting. PZ recommended approval/denial by a vote of 0 to 0 at its June 13, 2022, meeting.)
	7/18/2022	Consent	Rippy Road - Construction Award
		Consent	Timber Creek Water & Sewer Replacements
	8/8/2022	Consent	Placeholder: Call Election for reauthorization of Crime, Fire, Streets tax.
		Consent	Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to schedule a public hearing for August 22, 2022, on the Flower Mound Crime Control and Prevention District budget and to schedule a meeting for September 19, 2022, to take action on the proposed budget; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
		Consent	Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to schedule a public hearing for August 22, 2022, on the Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget and to schedule a meeting for September 19, 2022, to take action on the proposed budget; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
		Consent	Consider proposing a maximum tax rate of \$0._____ per \$100 valuation for the fiscal year beginning October 1, 2022, and ending September 30, 2023; and scheduling August 22, 2022, public hearing on the budget, scheduling September 19, 2022, public hearing on the tax rate, and scheduling the September 19, 2022, adoption of said budget and tax rate; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
		Consent	Consider accepting the submission of the notice of a no-new-revenue tax rate of \$_____ per \$100 assessed valuation and a voter-approval tax rate of \$_____ per \$100 assessed valuation for the fiscal year beginning October 1, 2022, and ending September 30, 2023.
		Consent	Consider accepting the submission of the certified collection rate of 100 percent for the fiscal year beginning October 1, 2022, and ending September 30, 2023.
		Consent	Consider approval of an ordinance establishing the 2022 certified appraisal roll.

SCHEDULED	8/18/2022	Consent	Hold a discussion and provide direction regarding the FY 2022-2023 Proposed Budget, including Community Support funding.
	8/22/2022	Consent	Public Hearing by the Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider the Flower Mound Crime Control and Prevention District proposed budget for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023.
		Consent	Public Hearing by the Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider the Flower Mound Fire Control, Prevention, and Emergency Medical Services District proposed budget for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023.
		Consent	Public Hearing to consider the proposed budget for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023.
	9/19/2022	Consent	Public Hearing to consider a tax rate of \$0._____ per \$100 assessed valuation.
		Consent	Consider approval of an ordinance adopting the budget for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023, and making appropriations for each fund and department.
		Consent	Consider approval of an ordinance adopting the 2022 tax rolls and fixing and levying municipal ad valorem taxes for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023, and for each fiscal year thereafter until otherwise provided, at the rate of \$0._____ per \$100 assessed valuation on all taxable property within the corporate limits of the Town of Flower Mound as of January 1, 2022.
		Consent	Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider approval of a resolution adopting the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023.
		Consent	Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider approval of a resolution adopting the Town of Flower Mound Crime Control and Prevention District budget for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023.