

CITY OF HUDSON OAKS CITY COUNCIL

210 HUDSON OAKS DRIVE HUDSON OAKS, TEXAS 76087 THURSDAY, AUGUST 22, 2024

REGULAR CITY COUNCIL SESSION

Call to order at 7:00 p.m.

INVOCATION

PLEDGES OF ALLEGIANCE

- 1. I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one Nation, under God, indivisible, with liberty and just for all.
- Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.

A. CITIZEN COMMENTS AND ANNOUNCEMENTS

B. ITEMS OF COMMUNITY INTEREST

Items of community interest include expressions of thanks, congratulations, or condolence; information regarding holiday schedules; honorary recognitions of city officials, employees, or citizens; reminders about upcoming events sponsored by the city or other entity that is scheduled to be attended by a city official or employee; and announcements involving imminent threats to the public health and safety.

C. CONSENT AGENDA

- 1. Consideration of the regular City Council meeting minutes for June 27, 2024
- Consideration of Minute Order 2024-16, excusing Council Member Sean Cannon from the regular City Council meeting on June 27, 2024
- 3. Consideration of Minute Order 2024-17, authorizing the surplus of a Police Department vehicle

D. ITEMS FOR INDIVIDUAL CONSIDERATION

- 1. Presentation from Texas Municipal Retirement System
- 2. Consideration of Minute Order 2024-18, appointing a Mayor Pro-Tem
- Consideration of Minute Order 2024-19, authorizing the City Administrator to execute an Interlocal Agreement with Texas Municipal League Intergovernmental Risk Pool for Cyber Liability and Data Breach Response
- 4. Consideration of Ordinance 2024-12, amending the budget for fiscal year beginning October 1, 2023, and ending September 30, 2024

E. PUBLIC HEARINGS AND RELATED ITEMS

- Public hearing and consideration of Ordinance 2024-13, approving the City of Hudson Oaks Public Improvement District No. 1 2024 amended and reinstated Service and Assessment Plan and levying assessments against certain properties located within the Hudson Oaks Public Improvement District No. 1
- 2. Public hearing and consideration of Ordinance 2024-14, on a request for a specific use permit to allow for a "Auto Repair Garage" at 2624 Fort Worth Highway on a 1.310 acres lot, Lot 2, Block 1, Hudson Oaks Business Park Addition, Hudson Oaks, Parker County, Texas
- 3. Public hearing and consideration of Ordinance 2024-15, on a request for a specific use permit to allow for a "Drive-Thru Use" at 2761 I-20 on a 0.897 acre lot, Lot 6R3, Block 3, A.B. Cinema Development Addition, Hudson Oaks, Parker County, Texas

F. STAFF/COUNCIL REPORTS

- 1. Monthly Police Reports
- 2. Financial Dashboard

G. EXECUTIVE SESSION

Pursuant to Chapter 551, Texas Government Code, the Council reserves the right to convene in Executive Session(s), from time to time as deemed necessary during this meeting to receive legal advice from its attorney on any posted agenda item as permitted by law, or to discuss the following:

- Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071
- Discussion regarding possible purchase, exchange, lease, or value of real property pursuant to Section 551.072
 - a. Public Safety Building
- 3. Deliberation regarding gifts or donations to the City pursuant to Section 551.073
- 4. Personnel matters pursuant to Section 551.074 (to deliberate the appointment, employment, evaluation, reassignment or duties, discipline or dismissal of a public officer or employee)
 - a. Planning & Zoning Commission vacancy
- 5. Deliberation regarding security pursuant to Section 551.076
- 6. Deliberation regarding economic development negotiations pursuant to Section 551.087
 - a. 203 E. Creighton Drive
 - b. 1001 Cinema Drive

H. <u>DISCUSSION/ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION</u>

I. <u>FUTURE AGENDA ITEMS</u>

J. ADJOURNMENT

I, Shelley Scazzero, City Secretary, do hereby certify that notice of the above meeting was posted on the front window of the City Hall of the City of Hudson Oaks, a place readily accessible to the public at all times,

on the 16th day of August, 2024 on or before 5:00 p.m. and remained continuously posted for at least 72 hours preceding said meeting, and that said notice was posted in accordance with chapter 551 of the Texas Government Code.

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact Shelley Scazzero at 682-229-2400 or email shelley.major@hudsonoaks.com for more information.

Shelley Scazzero City Secretary



Canaldanation of the requiler C	the Council months	minutes for lune 27 2024
Consideration of the regular C	ity Council meeting	minutes for June 21, 2024

Meeting date:Agenda Item #:Action being considered:August 22, 2024C1Adoption of June 27, 2024 Minutes

Staff Recommendation:

Review and adopt the minutes of the June 27, 2024 City Council meeting.

Prior Board or Council Action:

No previous action taken.

Background Information/Analysis:

Meeting was held at 7:00 p.m. on Thursday, June 27, 2024 at Hudson Oaks City Hall.

Attachments:

DRAFT Minutes

Staff Contact:

Shelley Scazzero, City Secretary 682-229-2411 shelley.major@hudsonoaks.com



CITY OF HUDSON OAKS CITY COUNCIL

REGULAR MEETING THURSDAY, JUNE 27, 2024

STATE OF TEXAS 888

COUNTY OF PARKER

REGULAR SESSION

Call to order/announce a quorum is present

Mayor Tom Fitzpatrick called the meeting to order at 7:03 p.m. in the Council Chamber, Hudson Oaks City Hall, 210 Hudson Oaks Drive, Hudson Oaks, Texas, 76087.

Present: Tom Fitzpatrick Mayor

> Mayor Pro-Tem, Place 5 **Daniel Cross**

Place 1 Tom Marguardt Place 2 Jennifer Liles Place 3 Marty Schrantz

Absent: Sean Cannon Place 4

Staff Present: Sterling Naron City Administrator

> Hayden Brodowsky **Director of Operations**

Shelley Scazzero City Secretary Michael Baldwin Chief of Police Rob Allibon City Attorney

A. CITIZEN COMMENTS AND ANNOUNCEMENTS

No citizen comment.

B. ITEMS OF COMMUNITY INTEREST

Items of community interest presented by City Administrator Sterling Naron.

- Boomin 4th is coming up on Thursday, July 4, 2024. This is a free family friendly event with live music, food, kid zone and fireworks.
- News businesses opened and had ribbon cuttings; Cowboy Ice, Care Now Urgent Care and Highridge Parker County.

 Hudson Oaks, along with the City of Fort Worth and the City of Willow Park received the North Central Texas Council of Governments Regional Cooperation Award, recognizing the cooperative regional efforts of local government for the Fort Worth Water Line Extension Project.

C. CONSENT AGENDA

- 1. Consideration of the regular City Council meeting minutes for May 30, 2024.
- 2. Consideration of Minute Order 2024-11, excusing Council Members Tom Marquardt and Marty Schrantz from the regular City Council meeting on May 30, 2024.
- 3. Consideration of Minute Order 2024-12, authorizing the Police Department to purchase radio equipment.
- 4. Consideration of Minute Order 2024-13, authorizing the Mayor to execute an amendment to the Interlocal Agreement with Parker County for dispatch services.
- 5. Consideration of Minute Order 2024-14, authorizing the Mayor to sign the 2024 audit engagement letter with George, Morgan & Sneed P.C.
- 6. Consideration of Resolution 2024-03, on a request from Leverage Mockingbird, LP to release a 27.856 acre tract of property, a portion of Tract 2, Parcel B, Will C. Kearby Survey, Abstract No. 2637 from the City's Extraterritorial Jurisdiction.

ACTION: Motion made by Mayor Pro-Tem Cross and seconded by Council Member Schrantz to approve the consent agenda. The motion passed unanimously (4-0).

D. ITEMS FOR INDIVIDUAL CONSIDERATION

1. Consideration of Ordinance 2024-09, authorizing the issuance, sale and delivery of up to \$12,000,000 in aggregate principal amount of "Combination Tax and Revenue Certificates of Obligation, Series 2024"; securing the payment thereof by authorizing the levy of an annual Ad Valorem Tax and a pledge of certain surplus revenues of the City's Waterworks and Sewer System; approving and authorizing all other instruments and procedures related thereto.

ACTION: Motion made by Council Member Schrantz and seconded by Council Member Liles to approve Ordinance 2024-09. The motion passed unanimously (4-0).

Consideration of Minute Order 2024-15, authorizing the Mayor to execute an agreement for funding, construction and maintenance of wastewater treatment facilities with the City of Willow Park.

ACTION: Motion made by Council Member Marquardt and seconded by Council Member Schrantz to approve Minute Order 2024-15. The motion passed unanimously (4-0).

3. Consideration of Ordinance 2024-10, removing the Statutory Maximum Contribution Rate Limit set by Texas Municipal Retirement System.

ACTION: Motion made by Mayor Pro-Tem Cross and seconded by Council Member Marquardt to approve Ordinance 2024-10. The motion passed unanimously (4-0).

E. PUBLIC HEARING AND RELATED ITEMS

 Public hearing and consideration of Ordinance 2024-11, on a request to amend the Comprehensive Zoning Ordinance of the City of Hudson Oaks, Texas, by amending the regulations for the Planned Development Oykey Corridor Overlay "PD-OC" Zoning District, specifically related to Lot 1R, Block 6, Oakridge Addition, Hudson Oaks, Parker County.

Mayor Fitzpatrick opened public hearing at 8:01 p.m.

Brad Baker, B3 Investments, applicant, spoke for approval.

Mayor Fitzpatrick closed public hearing closed at 8:03 p.m.

ACTION: Motion made by Council Member Marquardt and seconded by Council Member Cross to approve Ordinance 2024-11. The motion passed unanimously (4-0).

F. STAFF AND COUNCIL REPORTS

- 1. Monthly Police reports presented by Chief Baldwin.
- 2. Financial Dashboard presented by Sterling Naron.

Executive Session convened at 8:16 p.m.

G. EXECUTIVE SESSION

Pursuant to Chapter 551, Texas Government Code, the Council reserves the right to convene in Executive Session(s), from time to time as deemed necessary during the meeting to receive legal advice from its attorney on any posted agenda items as permitted by law, or to discuss the following:

- 1. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071.
- 2. Discussion regarding possible purchase, exchange, lease, or value of real property pursuant to Section 551.072.
 - a. Public Safety Building
- 3. Deliberation regarding gifts or donations to the City pursuant to Section 551.073.
- Personnel matters pursuant to Section 551.074 (to deliberate the appointment, employment, evaluation, reassignment or duties, discipline, or dismissal of a public officer or employee).
 - a. Planning & Zoning Commission vacancy
- 5. Deliberation regarding security pursuant to Section 551.076.
- 6. Deliberation regarding economic development negotiations pursuant to Section 551.087.

a. PCEDC

Regular Session reconvened at 8:55 p.m.

H. DISCUSSION/ACTION ON ITEM DISCUSSED IN EXECUTIVE SESSION

Item 2a: ACTION: Motion made by Mayor Pro-Tem Cross and seconded by Council Member Marquardt to authorize the City Administrator to negotiate and execute a Letter of Intent with ESD #3 regarding an exchange of real property on Inspiration Drive for a new ESD #3 fire station. The motion passed unanimously (4-0).

I. FUTURE AGENGA ITEMS

No items requested.

J. ADJOURNMENT

There being no further business Mayor Fitzpatrick adjourned the Regular meeting of the City Council at 8:57 p.m., on Thursday, June 27, 2024.

	Tom Fitzpatrick, Mayor
ATTEST:	
Shelley Scazzero, City Secretary	



Consideration of Minute Order 2024-16, excusing Council Member Sean Cannon from the regular City Council meeting on June 27, 2024

Meeting date:Agenda Item #:Action being considered:August 22, 2024C2Approval of Minute Order 2024-16

Prior Board or Council Action:

Council has not previously acted on this item.

Background Information/Analysis:

Council Member Sean Cannon was absent from the regular City Council meeting on June 27, 2024 due to work related obligations.

Per Texas Local Government Code, the City Council must take action considering formally excusing absences from meetings for any reason other than a council member's illness.

Financial Considerations:

None

Attachments:

None

Staff Contact:

Shelley Scazzero, City Secretary 682-229-2411 shelley.major@hudsonoaks.com



Consideration of Minute	Order 2024-17, authoriz	zing the surplus of a Police Department vehicle
Meeting date: August 22, 2024	Agenda Item #: C3	Action being considered: Approval of Minute Order 2024-17

Staff Recommendation:

Approve Minute Order 2024-17.

Prior Board or Council Action:

Council has not previously acted on this item.

Background Information/Analysis:

This vehicle will be disposed of by bartering one police vehicle graphics package, valued at approximately \$1900, for the transfer of Unit 24 to Totally Graphics Designs, Weatherford. This company will use the vehicle to advertise new graphic designs.

Unit 24 is a 2016 Ford Interceptor-SUV, VIN # 1FM5K8AR8GGB07189.

Unit # 24 was a patrol vehicle that has reached over 119,000 miles and has not been used for several months due to a computer module malfunction. With the Council's previous approval of two new police vehicles in the Fiscal Year 2024 budget, this vehicle would be removed from the department's fleet.

Due to the condition of Unit 24, staff does not wish to donate to a local governmental entity, and believes that after commission costs, the vehicle would not bring sufficient funds at auction. The proposed solution benefits the City by reducing costs of the graphics package on one new police vehicle. This proposal also eliminates the fees to remove the current graphics from Unit 24, as required by state statute, an approximately \$500 savings.

Financial Considerations:

Total savings of this proposal is approximately \$2,400.

Attachments:

None

Staff Contact:

Michael R. Baldwin, Chief of Police 682-229-2421 michael.baldwin@hudsonoaks.com



Presentation from Texas	Municipal Retirement S	System
Meeting date:	Agenda Item #:	Action being considered:
August 22, 2024	D1	No action.

Background Information/Analysis:

A representative from the Texas Municipal Retirement System will be in attendance to give an informational presentation on the City's employee retirement plan.

Financial Considerations:

None

Attachments:

None

Staff Contact:

Shelley Scazzero, City Secretary 682-229-2411 shelley.major@hudsonoaks.com



Consideration of Minute	Order 2024-18, appoint	ing a Mayor Pro-Tem
Meeting date:	Agenda Item #:	Action being considered:
August 22, 2024	D2	Minute Order 2024-18

Staff Recommendation:

No recommendation.

Prior Board or Council Action:

None.

Background Information/Analysis:

Mayor Pro-Tem is appointed annually after the May General Election.

Financial Considerations:

None

Attachments:

None

Staff Contact:

Shelley Scazzero, city secretary 682-229-2411 shelley.major@hudsonoaks.com



Consideration of Minute Order 2024-19, authorizing the City Administrator to execute an Interlocal Agreement with the Texas Municipal League Intergovernmental Risk Pool for Cyber Liability and Data Breach Response

Meeting date:	Agenda Item #:	Action being considered:
August 22, 2024	D3	Minute Order 2024-19

Staff Recommendation:

Approve Minute Order 2024-19.

Prior Board or Council Action:

No previous action taken.

Background Information/Analysis:

The city currently carries liability and property insurance with the Texas Municipal League Intergovernment Risk Pool (TMLIRP). In 2016, TMLIRP began offering Cyber Liability and Data Breach Response Coverage "Cyber Coverage".

Accoring to TMLIRP, cyber attacks are becoming more common, more sophisticated and more expensive and cyber claims have increased exponentially since 2016. The TMLIRP Board of Trustees recently created a new Cyber Fund and approved changes effective October 1, 2024. This pool's cap for total annual payout for cyber claims is capped at \$25 million. Coverage includes breach response, network business interruption, cyber extortion, data recovery costs and fraud protection.

A full description of the new pool coverage can be found on the following page. The city currently holds Core+ Cyber Coverage with TMLIRP and is recommending approval of this ILA and continuing coverage at the Core+ tier.

Financial Consideration:

The City's annual contribution for FY25 would increase by \$1,002.76.

Attachments:

TMLIRP Cyber Liability Information Sheet Proposed ILA

Staff Contact:

Shelley Scazzero, City Secretary 682-229-2411 shelley.major@hudsonoaks.com

CRITICAL ALERT: The Pool's NEW Cybersecurity Fund

Introduction

In 2016, the Pool recognized its Members' growing cyber liability exposure. Starting that year, complimentary coverage was provided to all Members with either General Liability or Real & Personal Property Coverage. Later, as the exposure increased, the Pool began charging a minimal amount for the coverage. As shown by the chart below, cyber claims have exponentially increased in both frequency and severity since that time.



Future cybercriminal activity is impossible to predict, which means neither the Pool nor any other insurer can rely on past patterns and trends to predict future losses. That's why the Board of Trustees recently approved the Pool's formation of a new Cyber Fund and updated *Cyber Liability and Data Breach Response Coverage ("Cyber Coverage")*, effective October 1, 2024, for those Members who opt-in and sign the Cyber Liability Interlocal Agreement. Read on for details.

Of course, nothing can cover every possible scenario. That's why each Member *must* take steps to protect themselves, and we can help you do so (regardless of whether you choose our cyber coverage). Most cyberattacks are preventable, and local officials should implement basic policies, train on them, and follow them. (See the final section below on loss prevention to learn more.)

The New Cyber Fund – Ensuring the Viability of the Pool's Cyber Coverage

Cyberattacks are becoming more common, more sophisticated, and more expensive. In fact, the Pool's cyber claims have increased exponentially since 2016. Right now, if every Member of the Pool was hit by a coordinated attack, the Pool's *total exposure is in the billions of dollars*. Thankfully, that hasn't happened. But the Pool is updating its Cyber Coverage to ensure that it never does.

The following is a brief overview of the changes:

- The Pool is creating a separate Cyber Fund each Member that wants to continue coverage must sign a new, separate interlocal agreement (contract) to join the Fund.
- The Pool's total annual payout for cyber claims will be capped at \$25 million should criminals execute a widespread attack, the Pool's Board of Trustees would decide how to allocate those funds.
- The limit for third party liability has been reduced to \$500,000 or \$1,000,000, depending on whether Core or Core+ option is selected.
- Cyber coverage contributions (premiums) will increase based on a Member's elected limits. The new contribution ranges from \$1,000 to \$1,850 depending on Member type and coverage level (unless a Member chooses a different coverage level, the current level will roll over). Suggestion: Coverage will be renewed at the current elected limit.

The Coverage: What You Get

Some of the worst news a local official can receive is that they have fallen victim to a cyberattack. Whether criminals lock up your data and ask you for a ransom to restore it, they trick you into sending money to a fraudulent account and steal it, or whatever the form of an attack, the Pool's coverage provides, among other things:

- Breach response, which includes access to computer experts, public relations specialists, attorneys, negotiators, and others with experience responding to cyberattacks these experts help you lessen the damage from an attack.
- Network business interruption, which can help cover the loss of income and extra expenses (for a limited period) caused by an attack.
- Cyber extortion, which can help with ransom payments to recover data.
- Data recovery costs, which can help with costs to restore data that was damaged, corrupted, and/or deleted.
- **Fraud protection**, which can help (if certain conditions are met) with costs related to for example when an employee is tricked into sending money to a cybercriminal.

The above provides only a very basic overview of the coverage. Every claim is unique, and reading the above isn't a substitute for carefully reviewing the terms of the new interlocal agreement and coverage document. Please refer to the enclosed outline of the coverages, limit, and sublimit.

What You Need to Do to Continue Coverage

To continue coverage, simply review, complete and sign, and return the Cyber Fund Interlocal Agreement. (Each Member must follow their own statutory and local policies related to contract approval prior to signing.) To change the Core or Core+ limit selection, simply include that request with the Interlocal Agreement.

As part of this process, we encourage you to review the 2024-2025 Cyber Liability and Data Breach Response Coverage Document that is stored on the Pool's Member Portal, which you can access from the Pool's website at www.tmlirp.org.

That's it! You'll be billed later for the costs of all your coverages, including the cyber coverage.

<u>REMEMBER – THE INTERLOCAL AGREEMENT MUST BE RETURNED BY SEPTEMBER 30, 2024, IN ORDER FOR COVERAGE TO CONTINUE.</u>

Risk Management and Loss Prevention

As mentioned above, the best way to deal with a cyberattack is to avoid it altogether. The Pool has a dedicated Cyber Risk Services Manager – Ryan Burns (rburns@tmlirp.org) – who can assist any Member with loss prevention, including individual review of Member exposures and transfer of risk via contracts provisions, loss prevention efforts, appropriate coverage, and more.

Additional Resources

The Pool provides prevention education in various ways. The easiest to access are short podcast episodes and YouTube videos. For example, any local official who wants to know just how painful a cyberattack can be should listen to Episode 9c of the "Local Officials: *Stronger, Together* Podcast."

In the eye-opening episode, Scott interviews City of Tomball Assistant City Manager Jessica Rogers. Cyber-criminals hacked Tomball at the end of 2022, and the city is still — one year later — dealing with the aftermath. In this episode — which should be required listening for every city official in Texas (and beyond) — Jessica explains exactly what it's like to have essentially every computer system go down, including 9-1-1 dispatch, utility metering and billing, permitting, and everything in between. She also describes the long road to getting everything up and running. Don't miss our chance to learn from this chill-inducing story. (To listen, go to www.tmlirp.org, click on the "STP Podcast" link at the top of the page, and scroll down to Episode 9c.)

LIMIT PAGE

Your entity currently has **Core** + Cyber Coverage with the Pool. The following is an abbreviated description of the Core and Core+ limit structure beginning October 1, 2024. The Coverage Document can be accessed at https://members.tmlirp.org/downloads (this link will ask you to log into the Member Portal for access).

A limit of \$25,000,000 is shared by all Members for aggregate losses occurring within the Fund Year as defined in the Cyber Liability and Data Breach Response Interlocal Agreement.

	Core	Core+
Tower 1 - Limit of Liability*	\$500,000	\$1,000,000
Data & Network and Media Liability Aggregate Limit of Liability	\$500,000	\$1,000,000
Retention	\$0	\$0
Tower 2 - Limit of Liability	\$100,000	\$250,000

Tower 2 - Limit of Liability	\$100,000	\$250,000
First Party Loss		
Business Interruption Aggregate Sublimit	\$20,000	\$50,000
Cyber Extortion Loss Aggregate Sublimit	\$25,000	\$50,000
Data Recovery Costs Aggregate Sublimit	\$20,000	\$50,000
Reputational Loss Aggregate Sublimit	\$5,000	\$10,000
Retention (other than Business Interruption)	\$0	\$5,000
Income Loss Retention under Business Interruption	\$5,000	\$5,000
Third Party Loss		
Regulatory Defense and Penalities Aggregate Sublimit	\$25,000	\$75,000
Payment Card Liabilities & Costs Aggregate Sublimit	\$10,000	\$25,000
Retention	\$0	\$5,000
<u>eCrime</u>		
Fraudulent Instruction Aggregate Sublimit	\$25,000	\$50,000
Funds Transfer Aggregate Sublimit	\$25,000	\$50,000
Telephone Fraud Aggregate Sublimit	\$25,000	\$50,000
Criminal Reward	\$2,500	\$2,500
Retention (other than Criminal Reward)	\$2,500	\$5,000
Retention Criminal Reward	\$0	\$0

Tower 3 - Limit of Liability	\$100,000	\$150,000
Breach Breach Response Aggregate Limit of Liability Beazley Response Services	\$100,000	\$150,000
Retention	\$0	\$0

New 2024-25 Annual Contribution	\$1,000	\$1,250
Previous 2023-24 Contribution	\$175	\$247.24

^{*}The Tower 1 Limit of Liability changed from \$1 million to \$500,000 for Core limits and from \$2 million to \$1 million for Core+ limits. All other limits remained unchanged.

Texas Municipal League Intergovernmental Risk Pool

1821 Rutherford Lane, First Floor • Austin, Texas 78754

CYBER LIABILITY AND DATA BREACH RESPONSE INTERLOCAL AGREEMENT

This Contract and Interlocal Agreement is entered into by and between political subdivisions of this state (hereinafter referred to as "Pool Members") to form a joint self-insurance pool to be named the Texas Municipal League Joint Cyber Liability and Data Breach Response Self-Insurance Fund (hereinafter referred to as the "Fund") for the purpose of providing coverages against risks which are inherent in operating a political subdivision.

WITNESSETH:

The undersigned Pool Member, in accordance with Chapter 2259, Texas Government Code, the Interlocal Cooperation Act, Tex. Gov't Code § 791.001, et seq., and the interpretation thereof by the Attorney General of the State of Texas (Opinion #MW-347, May 29, 1981), and in consideration of other political subdivisions executing like agreements, does hereby agree to become one of the Pool Members of this self-insured pool. The conditions of membership agreed upon by and between the parties are as follows:

- 1. Definitions of terms used in this Interlocal Agreement.
 - a. Board. Refers to the Board of Trustees of the Fund.
 - b. Fund Year. 12:01 a.m. October 1 through 12:01 a.m. the following October 1.
 - c. Manual Rates. The basic rates applicable to each cyber liability and data breach response classification promulgated by the Insurance Service Office or the Board.
 - d. Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan. The Cyber Liability and Data Breach Response Coverage Document that sets forth in exact detail the coverages provided as part of the overall plan.
 - e. Adjustments. Refers to any offsets to manual premium that may result from the Pool Member's election of deductibles, loss experience, or Fund Modifier which reflects the savings to the Pool Member by entering into this Interlocal Agreement.
 - f. Premium and Contribution. Used interchangeably in some parts of this Interlocal Agreement. Any reference at any time in this Interlocal Agreement to an insurance term not ordinarily a part of self-insurance shall be deemed for convenience only and is not construed as being contrary to the self-insurance concept except where the context clearly indicates no other possible interpretation such as but not limited to the reference to "reinsurance."
 - g. Reimbursable Deductible. The amount that was chosen by this Pool Member to be applicable to the first monies paid by the Fund to effect judgment or settlement of any claim or suit. The Pool Member, upon notification of the action taken, shall promptly reimburse the Fund for all or such part of the deductible amount as has been paid by the Fund. Further, however, the Fund's obligation to pay damages shall be subject to the limits of liability stated in the Declarations of Coverage or Endorsements to this Interlocal Agreement less the stated deductible amount.
 - h. Fund Modifier. A percentage figure that is applied to the manual rates by the Fund to reflect the savings to the Pool Member by entering into this Interlocal Agreement.
 - i. Agreement Period. The continuous period since the Pool Member first became a member of this Fund excluding, however, any period or periods of time therein that the member did not participate as a member of the Pool.
 - j. Declarations of Coverage. The specific indication of the coverages, limits, deductibles, contributions, and special provisions elected by each individual Pool Member. The Declarations of Coverages may be modified by Endorsement.
- 2. The Board, acting through its agents and Fund staff, is responsible for the administration of all Fund business on behalf of the Pool Members.
- 3. In consideration of the execution of this Interlocal Agreement by and between the Pool Member and the Fund and of the contributions of the Pool Member, the coverage elected by the Pool Member is afforded according to the terms of the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan. The affirmative declaration of contributions and limits of liability in the Declarations of Coverage and Endorsements determine the applicability of the Self-Insurance Plan.

Each Pool Member agrees to adopt and accept the coverages, provisions, terms, conditions, exclusions, and limitations as further provided for in the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan or as specifically modified by the Pool Member's Declarations of Coverage. This Interlocal Agreement shall be construed to incorporate the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan, Declarations of Coverage, and Endorsements and addenda whether or not physically attached hereto.

- 4. It is understood that by participating in this risk sharing mechanism to cover cyber liability and data breach response exposures, the Pool Member does not intend to waive any of the immunities that its officers or its employees now possess. The Pool Member recognizes the Texas Tort Claims Act and its limitations to certain governmental functions as well as its monetary limitations and that by executing this Interlocal Agreement does not agree to expand those limitations.
- 5. The term of this Interlocal Agreement and the self-insurance provided to the Pool Member shall be continuous commencing 12:01 a.m. on the date designated in this Interlocal Agreement until terminated as provided below. Although the self-insurance provided for in this Interlocal Agreement shall be continuous until terminated, the limit of liability of the Fund under the coverages that the Pool Member elects shall be limited during any Fund Year to the amount stated in the Declarations of Coverage for that Fund Year.

This Interlocal Agreement may be terminated by either party giving to the other sixty (60) days' prior written notice of intent to terminate except the Pool Member may terminate this Interlocal Agreement and its coverages thereunder without giving the sixty (60) days' notice if the reason is because of a change by the Fund in the Pool Member's contribution, coverage, or other change in the limits of liability, terms, conditions, exclusions, and limitations provided for in the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan provided that no termination by the Member shall be effective prior to the date that written notice of termination is actually received in the offices of the Fund and provided that the Pool Member agrees to and shall pay the applicable premium and contribution for those coverages it is terminating until the date the notice of termination is actually received by the Fund.

The Fund shall provide the Pool Member with Declarations of Coverage and any Endorsements that determine the applicability of the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan annually by December 1. Such Declarations of Coverage shall include, but not be limited to, the coverage period which shall be the applicable Fund Year, limits, deductibles, contributions, special provisions, and limitations. Changes made during the Fund Year, whether requested by the Pool Member or required by the Fund, will be handled by Endorsement.

It is the intention of the parties that the Pool Member's coverages under this Interlocal Agreement shall remain in full force and effect from Fund Year to Fund Year, subject to the limits of liability that the Fund can provide each Fund Year and the terms, conditions, and limitations that the Fund may require to protect its solvency and to comply with reinsurance requirements, until notice of termination is given as herein provided. Realizing that the Pool Member needs the earliest possible information concerning the Fund coverages, limits, and exclusions, and the Pool Member's contribution that will be required for any new Fund Year, the Fund will endeavor to provide this information as soon as possible before the beginning of each Fund Year. The parties recognize, however, that conditions in the reinsurance industry are such that the Fund may not be able to provide this information to the Pool Member before the beginning of a Fund Year for various reasons including the failure of the Pool Member to timely submit the appropriate exposure summary or delays on the part of reinsurers in getting information to the Fund, and so, to protect the Pool Member from gaps in its coverage and to protect the solvency of the Fund, the parties agree as follows:

If, for any reason other than the Pool Member's failure to provide the information requested in the exposure summary, the Fund has not been able to provide the Pool Member with information concerning available coverages for a new Fund Year or advise the Pool Member of the amount of its contribution for the new Fund Year by the beginning of the Fund Year, the Fund shall nevertheless continue the Pool Member's coverages at the same limits of liability (if still available and if not, then at the highest limit of liability available for the new Fund Year) so that the Pool Member shall at all times remain covered as herein provided and the Pool Member's initial contributions for the new Fund Year shall be determined by a "tentative contribution" as determined by the Board with the Pool Member's actual annual contribution to be credited by the amount paid in accordance with the tentative contribution and adjusted during the Fund Year. In the event the Pool Member does not wish to have its coverages extended or renewed at the end of any Fund Year, the burden shall be upon the Pool Member to give written notice to the Fund as provided hereinabove and the Pool Member agrees to pay as hereinabove stated all contributions or pro rata contributions until the date such written notice is received in the offices of the Fund or the date of termination of this Interlocal Agreement, whichever is later.

6. Commensurate with the execution of this Interlocal Agreement and annually thereafter, the Pool Member shall complete the appropriate exposure summary and deliver it or cause it to be delivered to the Fund, or, if so instructed, to a designated contractor, no later than September 1 of each year and new annual contributions shall be calculated using manual rates times exposure, less any adjustments. Intentional or reckless misstatements on the exposure summary shall be grounds for cancellation. In the event that the Pool Member fails or refuses to submit the appropriate exposure summary, the Fund reserves the right to terminate such Pool Member by giving thirty (30) days' written notice and to collect any and all contributions that are earned pro rata for the period preceding contract termination.

The Pool Member agrees to pay the annual contribution to the Fund in four (4) equal quarterly installments, in advance, commencing at the beginning of this Interlocal Agreement with subsequent installments due the first quarter thereafter. In the event this Interlocal Agreement is terminated as herein provided, the Fund shall promptly repay to the Pool Member any such unearned annual contribution prorated as of the date of termination and the Pool Member agrees during the term of this Interlocal Agreement to promptly pay all reimbursable deductibles upon receipt of statement.

At the end of each and every Fund Year, the Fund may require the Pool Member to submit the actual data requested on the exposure summary as reflected by the books and records of the Pool Member. The Fund reserves the right to audit the records of any Pool Member and adjust contributions accordingly.

In the event that the Pool Member fails or refuses to make the payments, including accrued interest, as herein provided, the Fund reserves the right to terminate such Pool Member by giving them ten (10) days' written notice and to collect any and all amounts that are earned pro rata for the period preceding contract termination. If the amounts owed, including reimbursable deductibles, must be collected by suit, the Pool Member agrees to pay attorneys' fees and costs incurred in such suit.

- 7. The Fund shall maintain adequate protection from catastrophic losses to protect its financial integrity. Aggregate protection shall also be maintained. The Member's contributions shall be limited to that amount as calculated under this Interlocal Agreement. Notwithstanding anything to the contrary, the total combined aggregate limit of liability of the Fund for all Pool Members in any Fund Year, regardless of the number of occurrences or claims, shall be limited to the amount of money contained in the Fund. As to the Pool annual aggregate limits or the amount of money in the Fund, the Board of Trustees, in its sole discretion, may determine an allocation methodology among affected Pool Members should the Pool annual aggregate limit be reached, or should the money in the Fund be exhausted.
- 8. Notwithstanding the provisions of the foregoing paragraph, it is agreed the Board shall have the right to adjust the financial protection outlined above and/or amend coverages as it finds available or deems necessary to maintain the fiscal soundness of the Fund at the beginning of or during any Fund Year.
- 9. The Fund will make available loss control services to the Pool Members to assist them in following a plan of loss control that may result in reduced losses. The Pool Member agrees that it will cooperate in instituting any and all reasonable loss control recommendations. In the event that the recommendations submitted seem unreasonable, the Pool Member has a right to appeal to the Board. The Board shall hear the objections of the Pool Member at its next regularly scheduled meeting and its decisions will be final and binding on all parties. Any Pool Member who does not agree to follow the decision of the Board shall be withdrawn from the Fund immediately.
- 10. The Pool Member agrees that it will appoint a contact of department head rank, and the Fund shall not be required to contact any other individual except this one person. Any notice to or any agreements with the contact shall be binding upon the Pool Member. The Pool Member reserves the right to change the contact from time to time by giving written notice to the Fund.
- The Fund agrees to handle all cyber liability and data breach response claims, and provide a defense for any and all cyber liability and data breach response claims covered under this Interlocal Agreement after prompt notice has been given. The Pool Member hereby appoints the Fund staff and Contractors as its agents to act in all matters pertaining to processing and handling of claims covered under this Interlocal Agreement and shall cooperate fully in supplying any information needed or helpful in settlement or defense of such claims. As respects cyber liability and data breach response claims, the Fund staff and Contractors shall carry on all negotiations with the claimant and his/her attorney, when applicable, and negotiate within authority previously granted by the Fund. If a personal appearance by the Pool Member or an employee is necessary, the expense of this appearance will not be the responsibility of the Fund. With the advice and consent of the Fund, the Fund staff and the Contractors will retain and supervise legal counsel for the prosecution and defense of any litigation. All decisions on individual cases shall be made by the Fund through the Fund staff and the Contractors, which include, but are not limited to, the decision to appeal or not to appeal, settlement negotiations, the decision of whether to settle, and other litigation tactics. However, any Pool Member shall have the right in any case to consult with the Fund on any decision made by the Fund staff or Contractors. The Board shall hear the objections of the Pool Member at its next regularly scheduled meeting and its decision will be final and binding on all parties. Any suit brought or defended by the Fund shall be brought or defended only in the name of the Pool Member and/or its officers or employees. There shall be supplied periodically to each Pool Member a computer printout involving a statement of claims. As respects the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan, the Fund shall have priority in enforcing its subrogation claims against the claims of Pool Member.
- 12. The Pool Member acknowledges that it has received a copy of the Bylaws of the Fund and agrees to abide by the Bylaws and any amendments thereto.
- 13. The Fund agrees that all Fund transactions will be annually audited by a nationally recognized certified public accounting firm.
- 14. If legally required, the Fund shall cause to be filed the necessary tax forms with the Internal Revenue Service.

15. As the administrators of the Fund, the Board shall primarily and consistently keep foremost in their deliberations and decisions in operating the Fund that each of the participating Pool Members is a "self-insured." At least annually, the Board shall carefully review, study, and consider the actual claims or loss experience (including reserves for future claims payments) of each of the Pool Members, the pro rata savings to the Fund resulting from overall loss experience attributed to each Pool Member, and the pro rata portion of the cost of all catastrophic loss protection and aggregate stop loss protection allocated to each Pool Member as well as the pro rata allocation, as determined by the Board of the other and necessary administrative expenses of the Pool, in order to reasonably determine the actual pro rata cost, expense, and loss experience of each Pool Member in order to maintain as nearly as possible an equitable and reasonable self-insurance administration of the Fund as applied to each Pool Member.

The Fund shall maintain case reserves and supplemental reserves computed in accordance with standard actuarial principles, taking into account historical and other data, designed to measure claims development and claims incurred but not yet reported, so that funds will be available to meet these claims as they become due, subject to paragraph 7 above. The Board has complete authority to determine all matters pertaining to the existence and dissolution of the Fund.

- 16. Venue of any suit or action arising out of or related to this Interlocal Agreement shall be exclusively in the state and federal courts of Travis County, Texas. The parties agree they shall assume their own expenses for attorney's fees in any suit or action arising out of or related to this Interlocal Agreement.
- 17. The parties agree this Interlocal Agreement may be executed by original written ink signature on paper documents, an exchange of copies showing the original written ink signature on paper documents, or electronic or digital signature technology in such a manner that the signature is unique and verifiable to the person signing. The use of any one or combination of these methods of execution shall constitute a legally binding and valid signing of this Interlocal Agreement, which may be executed in one or more counterparts, each of which, when duly executed, shall be deemed an original.

EMPLOYER MEMBERS' FUND CONTACT (See Section 10):			
Member Name			-
Name of Contact	Title		-
Mailing Address	Email Address		-
Street Address (if different from above)			-
City	Zip	Phone	-
SIGNATURE OF AUTHORIZED MEMBER OFFICIAL			-
Title	Date		-
Member's Federal Tax I.D. Number			
This Information is MANDATORY			

TO BE COMPLETED BY FUND: (OFFICE USE ONLY)

Effective Date of This Agreement		-
Member Name		
Contract Number		
SIGNATURE OF AUTHORIZED FUND OFFICIAL		-
Title	Date	_



Consideration of Ordinance 2024-12, amending the budget for the fiscal year beginning October 1, 2023, and ending September 30, 2024

Meeting date:Agenda Item #:Action being considered:August 22, 2024D4Adoption of Ordinance 2024-12

Staff Recommendation:

Adopt Ordinance 2024-12.

Prior Board or Council Action:

The City Council approved the FY24 budget on September 28, 2023.

Background Information/Analysis:

The City Council may, from time to time, amend the annual operating budget at its discretion. This typically occurs at the end of the fiscal year and during the year when extenuating circumstances warrant an adjustment. This end-of-year amendment will adjust the budget to provide sufficient funding authorization for several items that have occurred during the year, including:

GENERAL FUND:

Revenues:

• Capture higher revenues than expected for PILOTs, Franchise Fees, Building Permits, Interest Revenues, and the Nextink Fiber Lease. The amendment also captures lower than expected sales tax revenue.

Expenditures:

- Administration Captures Higher than expected costs in Software Maintenance and captures lower than expected cost in Economic Development Agreements.
- Public Safety Captures primarily for the purchase of MDCs for Police Vehicles
- Public Works Captures the last payment to TxDOT for the Lakeshore Bridge Project
- Parks & Recreation Captures additional funding for Building Maintenance (City Hall AC Unit replacement) and captures lower costs in Groundskeeping.
- Planning & Development Captures lower than expected costs for building inspections and professional services.

Special Events Fund:

 Primarily captures the movement of budgeted funds from an originally budgeted major third community event to the line-items for Boomin' 4th and the Christmas Corridor Event.

Water Fund:

 Captures higher costs in Water System Supplies, Software Maintenance, and Regional Water Purchases.

Dyegard Fund:

Primarily captures higher water sales revenues, and higher well-site utilities costs.

Wastewater Fund:

• Captures higher Wastewater Charges (due to commercial wastewater change). Also captures higher wastewater treatment costs and professional services costs.

Stormwater Fund:

Captures lower than expected costs for drainage system repairs



Financial Considerations:

This amendment will provide funding authorization for the remainder of the fiscal year.

Attachments:

Draft Ordinance 2024-12 Proposed amendment

Sterling Naron, City Administrator 682-229-2408 sterling.naron@hudsonoaks.com

ORDINANCE NO. 2024-12

AN ORDINANCE OF THE CITY OF HUDSON OAKS, TEXAS, ADOPTING AMENDMENTS TO THE OPERATING BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hudson Oaks is a type A general law municipality located in Parker County, created in accordance with the provisions of Chapter 6 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, by Ordinance 2023-13, the City Council of the City of Hudson Oaks, Texas, adopted its budget for the Fiscal Year beginning October 1, 2023 and ending September 30, 2024; and

WHEREAS, the City Council desires to amend the original annual budget in order to account for those revenues and provide funds for those expenditures which were not anticipated but are necessary, and to reduce budgeted expenditures deemed less necessary; and

WHEREAS, Section 102.010 of the Local Government Code allows the City Council to make changes to the budget for municipal purposes;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUDSON OAKS, TEXAS:

SECTION 1.

That the annual operating budget for the Fiscal Year beginning October 1, 2023 and ending September 30, 2024 for the City of Hudson Oaks, Texas, is hereby amended as reflected in the attached Exhibit "A" – Exhibit "F".

SECTION 2.

A true and correct copy of this ordinance showing the approved budget amendments shall be filed with the City Secretary and in the office of the County Clerk as required by Section 102.009 of the Local Government Code. In addition, the City Secretary is hereby directed to ensure that a true and correct copy of the approved budget amendment is posted on the City's website.

SECTION 3.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance 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 phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4.

This Ordinance shall be in full force and effect from and after its passage provided by law, and it is so ordained.

PASSED AND APPROVED ON THIS 22nd DAY OF AUGUST, 2024.

	Tom Fitzpatrick Mayor
Attest:	
Shelley Scazzero City Secretary	

8/14/2024 Exhibit "A"

General Fund (100)

Revenues		Adopted Budget	YTD		Amended Budget Cl	nange
	Administration	5,545,754		4,288,917	5,692,674	146,920
	Municipal Court	7,500		3,826	7,500	-
	Public Safety	67,100		57,125	67,100	-
	Parks & Recreation	-				-
	Planning & Development	277,875		290,118	377,875	100,000
	Other	-		-		-
Total Revenue		5,898,229		5,018,629	6,145,149	246,920
Expenditures		Adopted Budget	YTD		Amended Budget Cl	nange
	Administration	1,776,603		1,503,102	1,783,173	6,570
	Municipal Court	3,100		5,466	3,100	-
	Public Safety	2,021,222		1,784,740	2,064,940	43,718
	Public Works	1,665,641		1,234,380	1,794,641	129,000
	Parks & Recreation	255,662		142,342	266,931	11,269
	Planning & Development	193,000		92,254	120,500	(72,500)
	Mayor & City Council	30,500		5,214	30,500	-
Total Expenditures		5,945,728		4,767,498	6,063,785	118,057
OVER / (UNDER)		(47,499)		251,131	81,364	128,863

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8/14/2024 Exhibit "B"

SPECIAL EVENTS FUNDS (225)

Revenues		Adopted Budget	YTD	An	nended Budget Ch	ange
	GENERAL COMMUNITY EVENTS	203,095		206,015	206,015	2,920
Total Revenue		203,095		206,015	206,015	2,920
Expenditures		Adopted Budget	YTD	An	nended Budge Ch	ange
	GENERAL COMMUNITY EVENTS	203,095		186,098	188,534	(14,561)
Total Expenditures		203,095		186,098	188,534	(14,561)
OVER / (UNDER)		-		19,917	17,481	17,481

8/14/2024 Exhibit "C"

WATER FUND (505)

Revenues		Adopted Budget	YTD		Amended Budget	Change
	PUBLIC WORKS	1,849,000		1,505,948	1,849,000	-
Total Revenue		1,849,000		1,505,948	1,849,000	-
Expenditures		Adopted Budget	YTD		Amended Budge	Change
	PUBLIC WORKS	1,795,093		1,364,391	1,816,093	21,000
Total Expenditures		1,795,093		1,364,391	1,816,093	21,000
OVER / (UNDER)		53,907		141,557	32,907	(21,000)

8/14/2024 Exhibit "D"

DYEGARD FUND (507)

Revenues		Adopted Budget Y	TD	Amended Budge Change	
	PUBLIC WORKS	273,000	247,111	288,000	15,000
Total Revenue		273,000	247,111	288,000	15,000
Expenditures		Adopted Budget YTD Amended Budget Cha			nange
	PUBLIC WORKS	193,463	157,253	225,963	32,500
Total Expenditures		193,463	157,253	225,963	32,500
OVER //UNDER)		70 527	00.050	62.027	(17.500)
OVER / (UNDER)		79,537	89,858	62,037	(17,500)

8/14/2024 Exhibit "E"

WASTEWATER FUND (510)

Revenues		Adopted Budget YTD	Amended Budge Change		nange
	PUBLIC WORKS	581,320	587,496	731,320	150,000
Total Revenue		581,320	587,496	731,320	150,000
Expenditures		Adopted Budget YTD	,	Amended Budge Change	
	PUBLIC WORKS	548,707	465,482	665,707	117,000
Total Expenditures		548,707	465,482	665,707	117,000
OVER / (UNDER)		32,613	122,014	65,613	33,000

8/14/2024 Exhibit "F"

STORMWATER UTILITY FUND (520)

Revenues		Adopted Budget	YTD		Amended Budget	Change
	PUBLIC WORKS	200,000		174,492	200,000	-
Total Revenue		200,000		174,492	200,000	-
Expenditures		Adopted Budget	YTD		Amended Budge	Change
	PUBLIC WORKS	223,875		19,300	200,000	(23,875)
Total Expenditures		223,875		19,300	200,000	(23,875)
OVER / (UNDER)		(23,875)		155,191	-	23,875



Public hearing and consideration of Ordinance 2024-13, approving the City of Hudson Oaks Public Improvement District No. 1 2024 amended and reinstated Service and Assessment Plan and levying assessments against certain properties located within the Hudson Oaks Public Improvement District No. 1

'		
Meeting date:	Agenda Item #:	Action being considered:
August 22, 2024	E1	Consideration of Ordinance 2024-13

Staff Recommendation:

Staff recommends approval of Ordinance 2024-13, providing an annual update to the Service and Assessment Pan for Public Improvement District No. 1 for Fiscal Year 2024-2025.

Prior Board or Council Action:

On November 20, 2014, the City Council approved Resolution 2014-06 authorizing the creation of Public Improvement District No. 1 (PID). The Service and Assessment Plan (SAP) for PID No. 1 was approved and adopted by ordinance in 2015. The SAP for FY 2023-2024 was adopted by Ordinance 2023-11 at the August 24, 2023 regular meeting.

Background Information/Analysis:

Chapter 372 of the Texas Local Government Code requires an annual update to the Service and Assessment Plan (SAP) for public improvement districts. Staff brings the PID No. 1 SAP to City Council annually for approval of a rolling five-year plan. The 2024 annual SAP update includes an updated appraisal roll for all properties within the PID. All properties not owned by the City are assessed based on the certified valuation provided by the Parker County Appraisal District. The 2024 SAP has no changes to the assessment, geographical boundaries, or projects of the PID No. 1 in comparison to the 2023 SAP. The updated appraisal roll reflects the new valuations and landowners (but no new properties were added).

Financial Considerations:

Currently, all PID No. 1 assessments are allocated to pay debt service for the PID bonds. There is no change in the updated SAP; all assessment revenue for FY 2023-2024 is dedicated to PID debt service payments.

Attachments:

DRAFT Ordinance

Proposed PID No. 1 Service and Assessment Plan

Staff Contact:

Sterling Naron, City Administrator 682-229-2408 sterling.naron@hudsonoaks.com

ORDINANCE NO. 2024-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUDSON OAKS, TEXAS APPROVING THE 2024 ANNUAL SERVICE PLAN UPDATE TO THE SERVICE AND ASSESSMENT PLAN, INCLUDING THE ASSESSMENT ROLL, FOR THE CITY OF HUDSON OAKS PUBLIC IMPROVEMENT DISTRICT NO. 1 IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hudson Oaks, Texas (the "City") is a Type A general law municipality located in Parker County, created in accordance with the provisions of Chapter 6 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, Chapter 372 of the Texas Local Government Code (the "PID Act") allows for the creation of public improvement districts; and

WHEREAS, on November 20, 2014, Resolution No 2014-06 was approved authorizing the creation of Hudson Oaks Public Improvement District No. 1 (the "District") under the PID Act, and designated the Hudson Oaks City Council (the "City Council") as the entity responsible for the management of and provision of services to the District; and

WHEREAS, on November 20, 2014, the City Council passed Ordinance No 2015-11, approving the initial Service and Assessment Plan, including the Assessment Roll, and levied assessments on property within the District to finance the Authorized Improvements undertaken for the benefit of the District; and

WHEREAS, on August 25, 2022, the City Council passed Ordinance No 2022-12, approving the Hudson Oaks Public Improvement District No. 1 2022 Amended and Restated Service and Assessment Plan (the "2022 Plan"), which served to amend and restate the initial Service and Assessment Plan in its entirety for the purpose of (1) confirming and ratifying the prior proceedings, (2)to re-levy Assessments against Assessed Property to pay for the Authorized Improvements within the District, (3) determine costs of the Authorized Improvements, and (4) updating the service plan and Assessment Roll; and

WHEREAS, Chapter 372, Texas Local Government Code (as amended, the "PID Act") requires the Service and Assessment Plan to be reviewed and updated annually for the purposes of determining the annual budget for the Authorized Improvements; and

WHEREAS, the City Council has received the "City of Hudson Oaks Public Improvement District No. 1 2024 Annual Service Plan Update" (the "2024 Annual Service Plan Update") which includes the updated Assessment Roll and now desires to proceed with the adoption of this Ordinance which approves and adopts the Annual Service Plan Update and updated Assessment Roll for District as required by the PID Act.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUDSON OAKS, TEXAS:

Section 1.

All matters stated in the preamble of this Ordinance are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirely. Terms not defined herein are defined in the 2022 Plan.

Section 2.

The proposed method of assessment is based on the value of the real property and real property improvements as determined by the Parker County Appraisal District. Public rights-of-way, City property and properties otherwise exempt from ad valorem taxes are exempt from assessment. The assessment rate to be billed in 2024 for the District is \$0.46 per \$100.00 of appraised taxable valuation.

Section 3.

Each Assessment against an Assessed Property, together with Annual Collection Costs, and reasonable attorney's fees, if incurred, constitutes a lien against the Assessed Property and is the personal liability of and charge against the owner of the Assessed Property regardless of whether the owner is named in this Ordinance.

Section 4.

The Assessment lien against each Assessed Property created by is effective from the date of this Ordinance and "runs with the land." The Assessment lien may be enforced by the City, including foreclosure, in the same manner that an ad valorem tax lien is foreclosed. Any purchaser of an Assessed Property in foreclosure takes subject to the lien against the Assessed Property created by the Assessment.

Section 5.

The Assessments against each Assessed Property as set forth in the Assessment Roll are due and payable not later than January 31, 2025, and will be delinquent if not paid before February 1, 2025. Delinquent Assessments shall incur interest, penalties and attorney's fees in the same manner as delinquent ad valorem taxes.

Section 6.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance 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 phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 7.

The City Council hereby approves, adopts, and files with the City Secretary the 2024 Annual Service Plan Update, including the updated Assessment Roll contained therein, attached hereto as **Exhibit A**.

Section 8.

The City Secretary is directed to cause a copy of this Ordinance, including the 2024 Annual Service Plan Update, to be recorded in the real property records of Parker County, Texas, not later than the seventh day after the date the City Council adopts this ordinance. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council, with each such filing to occur within seven days of the date each respective Annual Service Plan Update is approved.

Section 9.

This ordinance shall be in full force and effect from and after its passage, and it is so ordained.

PASSED AND APPROVED ON THIS 22nd DAY OF AUGUST 2024.

	THE CITY OF HUDSON OAKS, TEXAS	/S	
	MAYOR		
ATTEST:			
CITY SECRETARY			

Exhibit A 2024 Annual Service Plan Update

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HUDSON OAKS PUBLIC IMPROVEMENT DISTRICT NO. 1

2024 ANNUAL SERVICE PLAN UPDATE AUGUST 22, 2024

INTRODUCTION

Capitalized terms used in this 2024 Annual Service Plan Update shall have the meanings given to them as defined in the 2022 Amended and Restated Service and Assessment Plan (the "2022 A&R SAP") or unless the context in which a term is used clearly requires a different meaning.

On November 20, 2014, the City Council passed and approved Resolution No. 2014-06 authorizing the establishment of the District in accordance with the PID Act, which authorization was effective upon publication as required by the PID Act. The purpose of the District is to finance the costs of Authorized Improvements that confer a special benefit on approximately 52.04 acres located within the corporate limits of the City as shown on **Exhibit A.**

On December 18, 2014, the City Council approved the 2014 Service and Assessment Plan.

On August 27, 2020, the City Council approved the 2020 Service and Assessment Plan.

On August 26, 2021, the City Council approved the 2021 Service and Assessment Plan.

On August 25, 2022, the City Council approved the 2022 A&R SAP by approving Ordinance No. 2022-12.

On August 24, 2023, the City Council approved the 2023 Service and Assessment Plan by adopting Ordinance No. 2023-11.

This 2024 Annual Service Plan Update serves to levy the Assessment and create a lien against Assessed Property within the District as well as identifying the Authorized Improvements, the indebtedness to be incurred for the cost of the Authorized Improvements, and the manner of assessing the District for the cost of the Authorized Improvements.

THE DISTRICT

The District includes approximately 52.04 contiguous acres located within the corporate limits of the City, as depicted on **Exhibit A**. Development of the District currently includes a senior anchor grocery store of approximately 68,000 square feet, a 13,500 square feet of retail space, and an apartment complex, as well as 3 to 4 additional pad sites.

AUTHORIZED IMPROVEMENTS

The Assessment will be levied annually on all Parcels of Assessed Property to pay for the Authorized Improvements. For all Parcels of Assessed Property, the Assessment will initially be an amount that results in a tax rate equivalent equal to \$0.46 per \$100 of taxable assessed value. The City has inspected and accepted the Authorized Improvements. In no event will the

Assessment exceed the City's actual costs for the Authorized Improvements. In addition to the Authorized Improvements, the District shall also fund the Annual Collection Costs.

The Authorized Improvements of the District include:

- Sewer line reconstruction and upsizing and lift station improvements
- Onsite and offsite water and sewer line extensions
- Demolition and dirt work associated with regionalizing public drainage to City owned property
- Demolition and dirt work of City owned property
- Construction of onsite and offsite public drainage to reroute existing drainage area
- Construction of offsite detention of City owned property
- Construction of deceleration lanes on US Highway 180
- Construction of deceleration lanes on Lakeshore Drive
- Construction of public parking facilities to accommodate City Hall, special events, and HEB employee parking; and
- Any other use authorized by the PID Act

The City issued certificates of obligation in 2018 (the "COs Series 2018") and in 2023 (the "COs Series 2023") to fund all or a portion of the Authorized Improvements. The debt service schedule for the COs Series 2018 and the COs Series 2023 is provided on **Exhibit B** and the payments due in Fiscal Year Ending 2025 (the "Debt Service Due for FYE 2025") are paid for in part, or in whole, from Assessments collected.

ANNUAL INSTALLMENT DUE 1/31/2025

- Assessment The total Assessment required for the Annual Installment is \$238,875.00.
- Annual Collection Costs The cost of administering the District and collecting the Annual Installment shall be paid for equally by each Parcel. The total Annual Collection Cost budgeted for the Annual Installment for the District is \$71,103.69.
- Protest/ARB Contingency The amount of unanticipated funding needed to cover any ARB reduced final values and still cover debt service.

Annual Collection Costs Breakdown					
Administration	\$	19,101.74			
Filing Fees		1,500.00			
Protest/ARB Contingency ¹		50,171.95			
County Collection		330.00			
Total Annual Collection Costs	\$	71,103.69			

Footnotes:

(1) This amount to be true-up each subsequent year's Service and Assessment Plan.

Due January 31, 20	25	
Assessment	\$	238,875.00
Annual Collection Costs		71,103.69
Total Annual Installment Due	\$	309,978.69

SERVICE PLAN – FIVE YEAR PROJECTION

The PID Act requires the annual indebtedness and projected costs for the Assessment and Annual Collection Costs to be reviewed and updated annually, and the projection shall cover a period of not less than five years.

Hudson Oaks PID No. 1									
Annual Installment Due			1/31/2025		1/31/2026		1/31/2027	1/31/2028	1/31/2029
Taxable Value ¹	Α	\$	67,386,672.00	\$	68,734,405.44	\$	70,109,093.55	\$ 71,511,275.42	\$ 72,941,500.93
Assessment ²	В	\$	0.46	\$	0.46	\$	0.46	\$ 0.46	\$ 0.46
Total Annual Installment ³	C = (A / 100) x B	\$	309,978.69	\$	316,178.27	\$	322,501.83	\$ 328,951.87	\$ 335,530.90

Footnotes:

ASSESSMENT ROLL

The list of current Lots within the District, and the corresponding Annual Installment are shown on the Assessment Roll attached hereto as **Exhibit C**. The Lots shown on the Assessment Roll will receive the bills for the 2024 Annual Installments which will be delinquent if not paid by January 31, 2025.

⁽¹⁾ Preliminary taxable value for the current year per the Appraisal District. Each following year is an estimate only, assuming taxable value increases by 2%. Actual assessed value shall be updated in each year in such corresponding Annual Service Plan Update.

⁽²⁾ Per the District Petition, the Assessment shall not exceed \$0.46/\$100 of taxable value.

⁽³⁾ Includes Annual Collection Costs, as calculated annually.

EXHIBITS

The following Exhibits are attached to and made a part of this 2024 Annual Service Plan Update for all purposes:

Exhibit A	Map of the District
Exhibit B	Debt Service Schedule
Exhibit C	Assessment Roll

Exhibit D

Buyer Disclosure

EXHIBIT A – MAP OF THE DISTRICT



EXHIBIT B – DEBT SERVICE SCHEDULE

1100	ervic	6 6	AVAVA	ша

Date	CO's Series 2018	CO's Series 2023	Total Debt Service
2025	\$148,725.00	\$90,150.00	\$238,875.00
2026	\$149,350.00	\$92,750.00	\$242,100.00
2027	\$144,850.00	\$90,050.00	\$234,900.00
2028	\$145,700.00	\$92,800.00	\$238,500.00
2029	\$146,800.00	\$90,300.00	\$237,100.00
2030	\$147,700.00	\$92,800.00	\$240,500.00
2031	\$148,400.00	\$90,050.00	\$238,450.00
2032	\$148,900.00	\$92,300.00	\$241,200.00
2033	\$149,200.00	\$94,300.00	\$243,500.00
2034	\$149,300.00	\$91,700.00	\$241,000.00
2035	\$144,300.00	\$94,100.00	\$238,400.00
2036	\$149,100.00	\$91,650.00	\$240,750.00
2037	\$148,600.00	\$89,200.00	\$237,800.00
2038	\$147,900.00	\$91,400.00	\$239,300.00
2039		\$93,400.00	\$93,400.00
2040		\$90,200.00	\$90,200.00
2041		\$92,000.00	\$92,000.00
2042		\$93,600.00	\$93,600.00
Total	\$2,068,825.00	\$1,652,750.00	\$3,721,575.00

EXHIBIT C – ASSESSMENT ROLL

						Ar	nnual Installment Due	
		Taxable Value		Assessment		,	1/31/2025 ²	
Property ID ¹	Notes	10						
R000019962	Notes	\$	[A] 197,330	\$	[B] 0.4600	\$	C = (([A]/100) * [B]) 907.72	
R000019962 R000096047		۶ \$	48,790	۶ \$	0.4600	۶ \$	224.43	
R000019934			•	۶ \$		۶ \$		
	(2)	\$	51,825,572		0.4600		238,397.63	
R000020012	(3)	\$	-	\$	0.4600	\$	4 500 57	
R000020011		\$	341,210	\$	0.4600	\$	1,569.57	
R000020008		\$	309,620	\$	0.4600	\$	1,424.25	
R000019960		\$	10,904,870	\$	0.4600	\$	50,162.40	
R000098488		\$	10,010	\$	0.4600	\$	46.05	
R000020028	(3)	\$	-	\$	0.4600	\$	-	
R000019932		\$	187,450	\$	0.4600	\$	862.27	
R000019933		\$	187,450	\$	0.4600	\$	862.27	
R000019931		\$	481,430	\$	0.4600	\$	2,214.58	
R000110011	(3)	\$	-	\$	0.4600	\$	-	
R000019940	(3)	\$	-	\$	0.4600	\$	-	
R000019964		\$	555,690	\$	0.4600	\$	2,556.17	
R000104286		\$	1,400,000	\$	0.4600	\$	6,440.00	
R000125017		\$	187,450	\$	0.4600	\$	862.27	
R000125016		\$	187,450	\$	0.4600	\$	862.27	
R000118977		\$	187,450	\$	0.4600	\$	862.27	
R000125015		\$	187,450	\$	0.4600	\$	862.27	
R000125014		\$	187,450	\$	0.4600	\$	862.27	
Total		\$	67,386,672			\$	309,978.69	

Footnotes

⁽¹⁾ As provided by the Appraisal District.

⁽²⁾ Allocated pro-rata based on taxable value.

⁽³⁾ Non-taxable property per the Appraisal District.

EXHIBIT D – BUYER DISCLOSURE

The following buyer disclosures are found in this Exhibit:

■ Hudson Oaks Public Improvement District No. 1

HUDSON OAKS PUBLIC IMPROVEMENT DISTRICT NO. 1 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING ¹ F	ETURN TO:
	· -
NOTICE OF OBLIGA	TION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
	CITY OF HUDSON OAKS, TEXAS
CC	NCERNING THE FOLLOWING PROPERTY
	STREET ADDRESS

As the purchaser of the real property described above, you are obligated to pay assessments to City of Hudson Oaks, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Hudson Oaks Public Improvement District No. 1* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Hudson Oaks. The exact amount of each annual installment will be approved each year by the Hudson Oaks City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Hudson Oaks.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Parker County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date					
of a binding contract for the purchase of the real property at the address described above.					
DATE:	DATE:				
SIGNATURE OF PURCHASER	SIGNATURE OF PURCHASER				
The undersigned seller acknowledges providing this	notice to the notential nurchaser				
before the effective date of a binding contract for the purchase described above.					
DATE:	DATE:				
SIGNATURE OF SELLER	SIGNATURE OF SELLER] ²				

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledged information required by Section 5.0143,	the real prope the receipt	of this notice including the current
DATE:		DATE:
SIGNATURE OF PURCHASER		SIGNATURE OF PURCHASER
STATE OF TEXAS	§ § §	
COUNTY OF	§	
The foregoing instrument was aclassically with the foregoing instrument, and acknowledged purposes therein expressed.	be the person(s	s) whose name(s) is/are subscribed to the
Given under my hand and seal of	office on this_	, 20
Notary Public, State of Texas] ³		

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Parker County.

by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.				
DATE:	DATE:			
SIGNATURE OF SELLER	SIGNATURE OF SELLER			
STATE OF TEXAS § COUNTY OF §				
COUNTY OF §				
The foregoing instrument was acknowled, known to me to be the perforegoing instrument, and acknowledged to me the purposes therein expressed. Given under my hand and seal of office or	erson(s) whose name(s) is/are subscribed to the nat he or she executed the same for the			
Notary Public, State of Texas] ⁴				

[The undersigned seller acknowledges providing a separate copy of the notice required

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Parker County.

City Council Meeting Staff Agenda Report



Consideration of Ordinance 2024-14, on a request for a specific use permit to allow for a "Auto Repair Garage" at 2624 Fort Worth Highway on a 1.310 acres lot, Lot 2, Block 1, Hudson Oaks Business Park Addition, Hudson Oaks, Parker County, Texas

Meeting date:	Agenda Item #:	Action being considered:
August 22, 2024	E2	Ordinance 2024-14

Staff Recommendation:

Recommend Approval.

Prior Board or Council Action:

The Planning and Zoning Commission unanimously voted recommended approval at the August 13, 2024 regular meeting.

Background Information/Analysis:

Firestone, a nationwide auto repair and maintenance facility, is purposing a 6,947 square foot facility on Lot 2, Block 1 of Hudson Oaks Business Park. Specifically, this site will be located next to the Jack in the Box on Fort Worth Highway. This area is currently zoned General Commercial, which requires most auto uses to obtain a Specific Use Permit to open within the city. The "Auto Repair Garage" use specifically has two extra requirements for consideration.

- 1. A site plan will be required in accordance with Section 24 Site Plan Requirements.
- 2. All outdoor lighting, including parking lot lighting. Shall be directed away from property zoned or developed for residential uses.

In this situation, the subject property is surrounded by non-residential zoned properties, some of which are Light Industrial uses. This means the subject property will not have an issue with outdoor lighting screening. The site plan requirements listed in Section 24 highlight the required items the applicant must submit with their application, all of which have been submitted and reviewed by staff. Their exterior façade will be a combination of stucco, brick, and stone; all of which are compliant with the surrounding developments.

Given the familiar uses recently approved in the vicinity, staff is recommending approval of this Specific Use Permit.

Attachments:

DRAFT Ordinance Specific Use Permit Application

Staff Contact:

Hayden Brodowsky, City Administrator 682-229-2412 hayden.brodowsky@hudsonoaks.com

ORDINANCE NO. 2024-14

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF HUDSON OAKS, BY APPROVING A SPECIFIC USE PERMIT ON CERTAIN PROPERTY FOR AN AUTO REPAIR GARAGE; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hudson Oaks, Texas is a Type A general law municipality located in Parker County, Texas created in accordance with the provisions of Chapter 6 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the Zoning Ordinance of the City of Hudson Oaks 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, the Zoning Ordinance of the City of Hudson Oaks requires the issuance of a Specific Use Permit for an Auto Repair Garage in a general commercial district in the City; and

WHEREAS, the owner of the property located at 2624 Fort Worth Highway has filed an application for a Specific Use Permit to approve an Auto Repair Garage use on the property; and

WHEREAS, the Planning and Zoning Commission of the City of Hudson Oaks, Texas held a public hearing on August 13, 2024, and the City Council of the City of Hudson Oaks, Texas, held a public hearing on August 22, 2024, with respect to the Specific Use Permit described herein; and

WHEREAS, the City has complied with all requirements of Chapter 211 of the Local Government Code, the Zoning Ordinance of the City of Hudson Oaks, and all other laws dealing with notice, publication, and procedural requirements for the approval of a Specific Use Permit on the property; and

WHEREAS, upon review of the application, and after such public hearing, the City Council finds that the Specific Use Permit should be granted, subject to the conditions imposed herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUDSON OAKS, TEXAS, THAT:

SECTION 1.

The Zoning Ordinance of the City of Hudson Oaks is hereby amended by granting a Specific Use Permit on the hereinafter described property:

Being a 1.310 acres lot, Lot 2, Block 1, Hudson Oaks Business Park Addition, Hudson Oaks, Parker County, Texas, commonly known as 2624 Fort Worth Highway, Hudson Oaks, Parker County, Texas.

A Specific Use Permit for an Auto Repair Garage, as more fully shown and described on the application and site plan attached hereto as Exhibit "A" and incorporated herein.

SECTION 2.

The City Council finds that that the information submitted by the applicant pursuant to the requirements of the Zoning Ordinance is sufficient to approve the Specific Use Permit in accordance with

the requirements hereof, subject to the following conditions:

[insert conditions]

SECTION 3.

The Specific Use Permit as herein established has been made in accordance with a comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the community.

SECTION 4.

The official map of the City of Hudson Oaks is amended, and the City Secretary is directed to revise the official zoning map to reflect the approved Specific Use Permit as set forth above.

SECTION 5.

The use of the property described above shall be subject to all restrictions, terms and conditions contained in this ordinance including the attached exhibits, as well as the applicable regulations contained in the Zoning Ordinance of the City of Hudson Oaks, and all other applicable and pertinent ordinances of the City of Hudson Oaks regulating Auto Repair Garages.

SECTION 6.

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

SECTION 7.

It is hereby declared to be the intention of the City 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 City Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause or phrase.

SECTION 8.

Any person, firm or corporation who violates, disobeys, omits, neglects, or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00). Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 9.

All rights and remedies of the City of Hudson Oaks are expressly saved as to any and all violations of the provisions of the Zoning Ordinance 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 10.

The City Secretary of the City of Hudson Oaks is hereby directed to publish the caption, penalty clause, and effective date of this ordinance one time in the official newspaper of the City, as authorized by Section 52.011 of the Local Government Code. The City Secretary shall file or cause to be filed a true and correct copy of this Ordinance, and any amendments thereto, in the office of the County Clerk of Parker County, Texas.

SECTION 11.

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

	DAGGED AND ADDROVED as this could be as A as at 2004
	PASSED AND APPROVED on this 22 nd day of August, 2024.
	Tom Fitzpatrick, Mayor
Attest:	
Shallov	v Scazzero, City Secretary
Shelley	A SCAZZETO, City Secretary

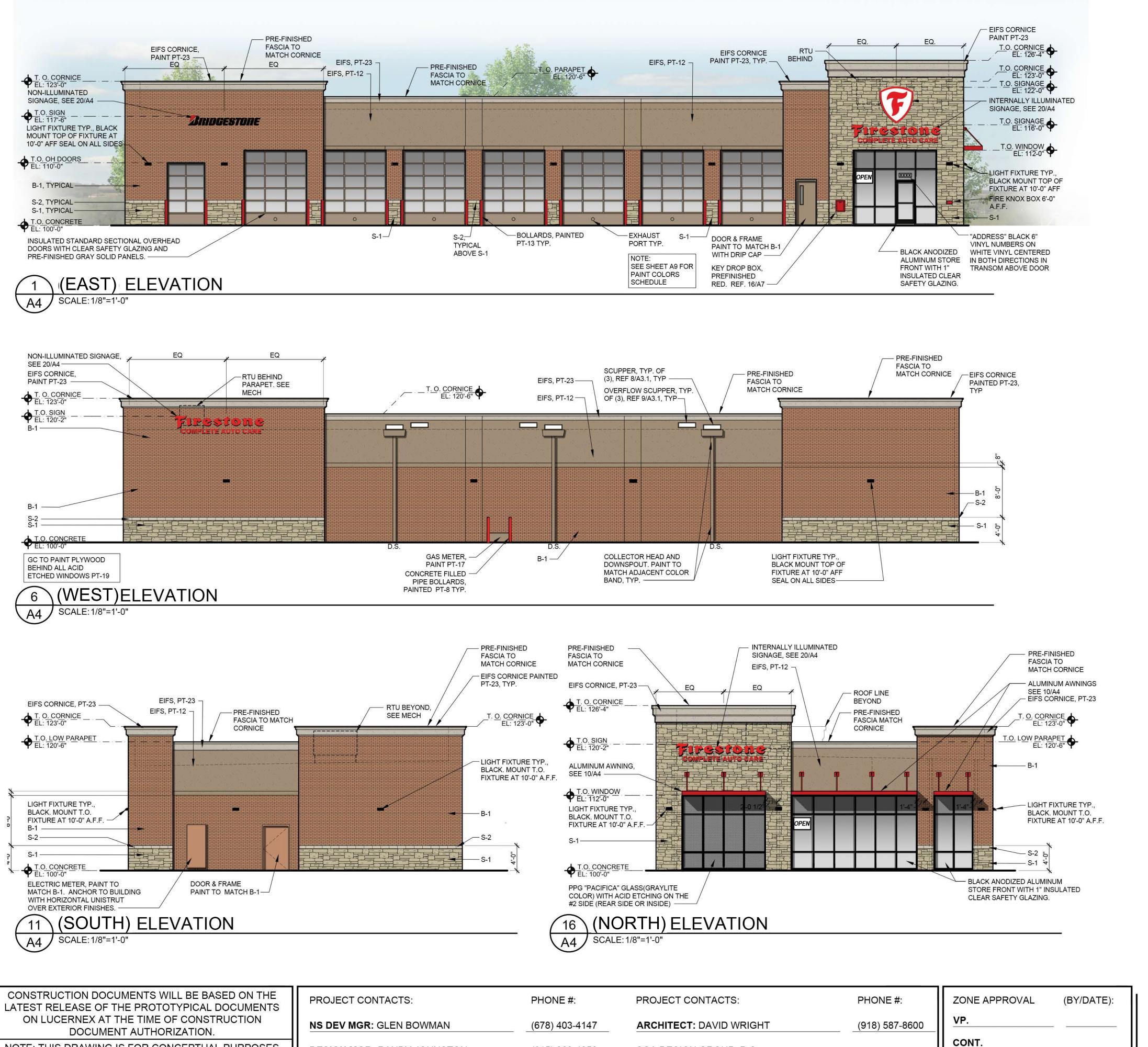
EXHIBIT "A"



SPECIFIC USE PERMIT APPLICATION



	EBY MAKE APPLICAT	TION FOR A SPECIF	PROPERTY LOCATED IN THE (IC USE PERMIT ON THE PROPE ZONING DISTRICT	
LEGAL DESCRIPTION	l :			
LOT BLOOMUDSON OAKS.	CK1, Hudson	Oaks Business Park	ADDITION AS PLATTED IN THE CIT	Y OF
or TRACTOF T	HE . (FIELD NOTES ATTACH	ED)	SURVEY AS PER	
or A PORTION OF LOT OF	ADDITION OR	_ BLOCK SURVEY AS PER METE		
ADDRESS OF PROPE	RTY: TBD			
TOTAL ACREAGE OF				
		an Auto Repair Ga	rage on this property	
	that is zoned '		rage on the property	
	, <u>, , , , , , , , , , , , , , , , , , </u>		7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	
OWNER SIGNAT PRINTED NAME: ADDRESS: PO B CITY, STATE, ZIP: W PHONE NUMBER: 8/	ERRY DURAN	Magal 160	86	
	APPL	ICATION FEES		
0-1 ACRE	\$125.00			
OVER 1 TO 5 ACRES	\$250.00			
OVER 5 TO 25 ACRES	\$500.00			
OVER 25 ACRES	\$500.00 plus \$10.	00/ACRE OVER 25 A	CRES	
TOWASTING THE WASTE WASTE TO SEE THE SECOND	10110 21 11100 11100 11100 11100			
	(OFFI	CE USE ONLY)		
RECEIVED BY:		DATE:	TIME:	
FEE: \$		DATE PAID:	RECEIPT #:	



(615) 260-4858

(484) 832-4168

(615) 937-9495

(615) 937-1000

SGA DESIGN GROUP, P.C.

CIVIL FIRM NAME

PROTOTYPE: 2022 ER

ENGINEER: XXXXXXX XXXXXXXXX

RM.

CM.

ENTITY ID:

SITE ID:

XXXXXXX

XXXX

LEGACY ID: XXXXXXX

(XXX) XXX-XXXX

NOTE: THIS DRAWING IS FOR CONCEPTUAL PURPOSES

ONLY. SITE INFORMATION WAS OBTAINED FROM THE

CLIENTS DOCUMENTS; DESIGN MAY VARY.

DESIGN MGR: RANDY JOHNSTON

CONST MGR: MICHAEL DONOFRIO

ATTORNEY: JILL SCHWARTZ

MGR CONST SUPPORT: TAMMY MILLER

Firestone THIS DRAWING IS THE PROPERTY OF BRIDGESTONE RETAIL OPERATIONS, LLC AND IS LOANED ON THE EXPRESS CONDITION THAT IT IS NOT TO BE USED IN ANY WAY DELETERIOUS TO THE INTERESTS OF BRIDGESTONE RETAIL OPERATIONS, LLC. THE ACCEPTANCE OF THIS DRAWING WILL BE CONSTRUED AS AN ACCEPTANCE OF THE FOREGOING CONDITION AND AS ADMISSION TO THE EXCLUSIVE OWNERSHIP IN AND TO THE DRAWING BY BRIDGESTONE RETAIL OPERATIONS, LLC.

F.M. 664 & AUSTIN BLVD.

RED OAK, TX

SGA Design Group, P.C. S

MATERIAL KEY:

B-1: BRICK: ACME "ROXBURY"

S-2: CAST STONE "WHITE"

B-1: BRICK: ACME "ACADEMY"

S-2: CAST STONE" WHITE"

PT-12: PAINT: "SANDY RIDGE" SW7535

PT-23: STUCCO: DRYVIT "BETH"

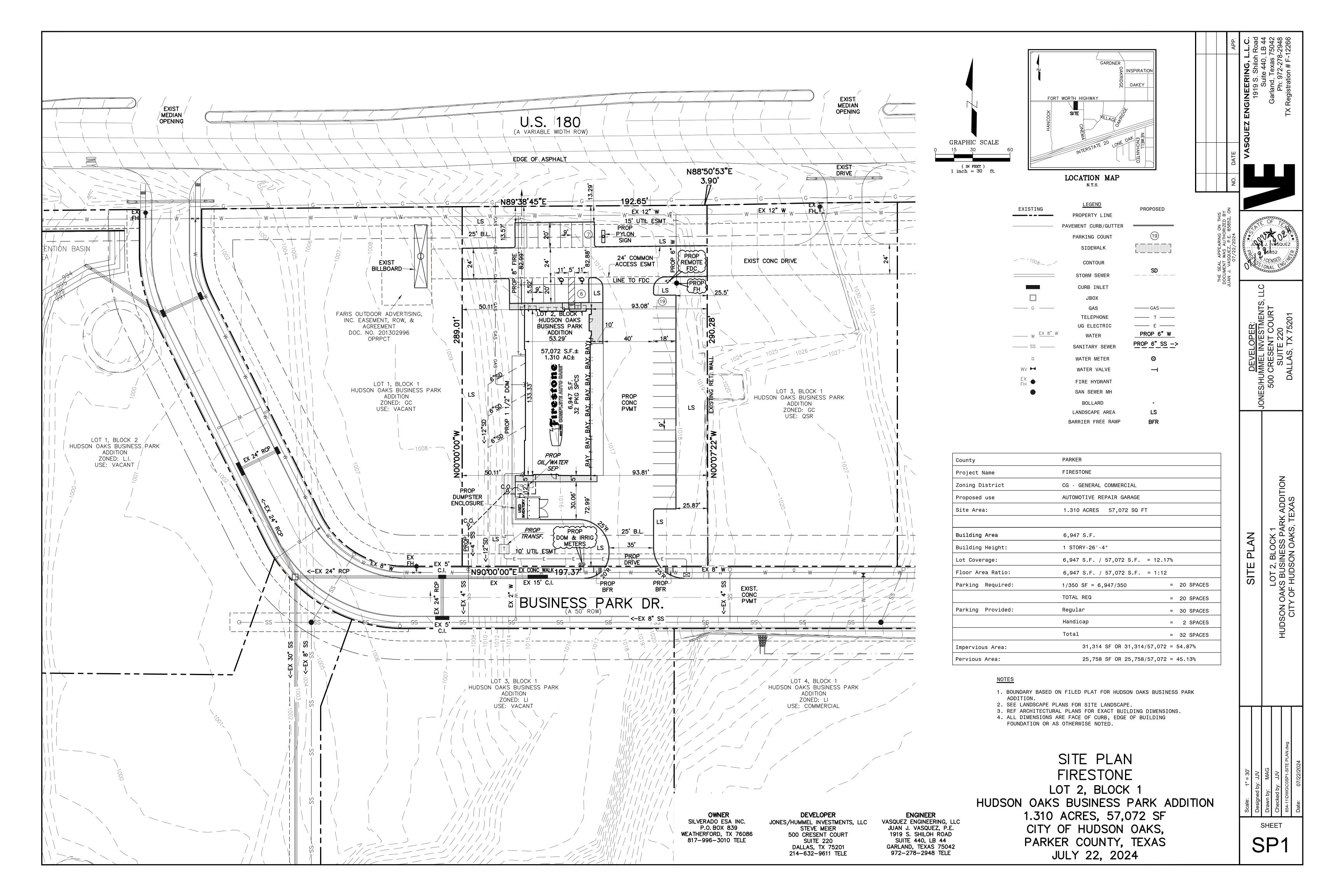
S-1: STONE: COBBLEFIELD "TEXAS CREAM"

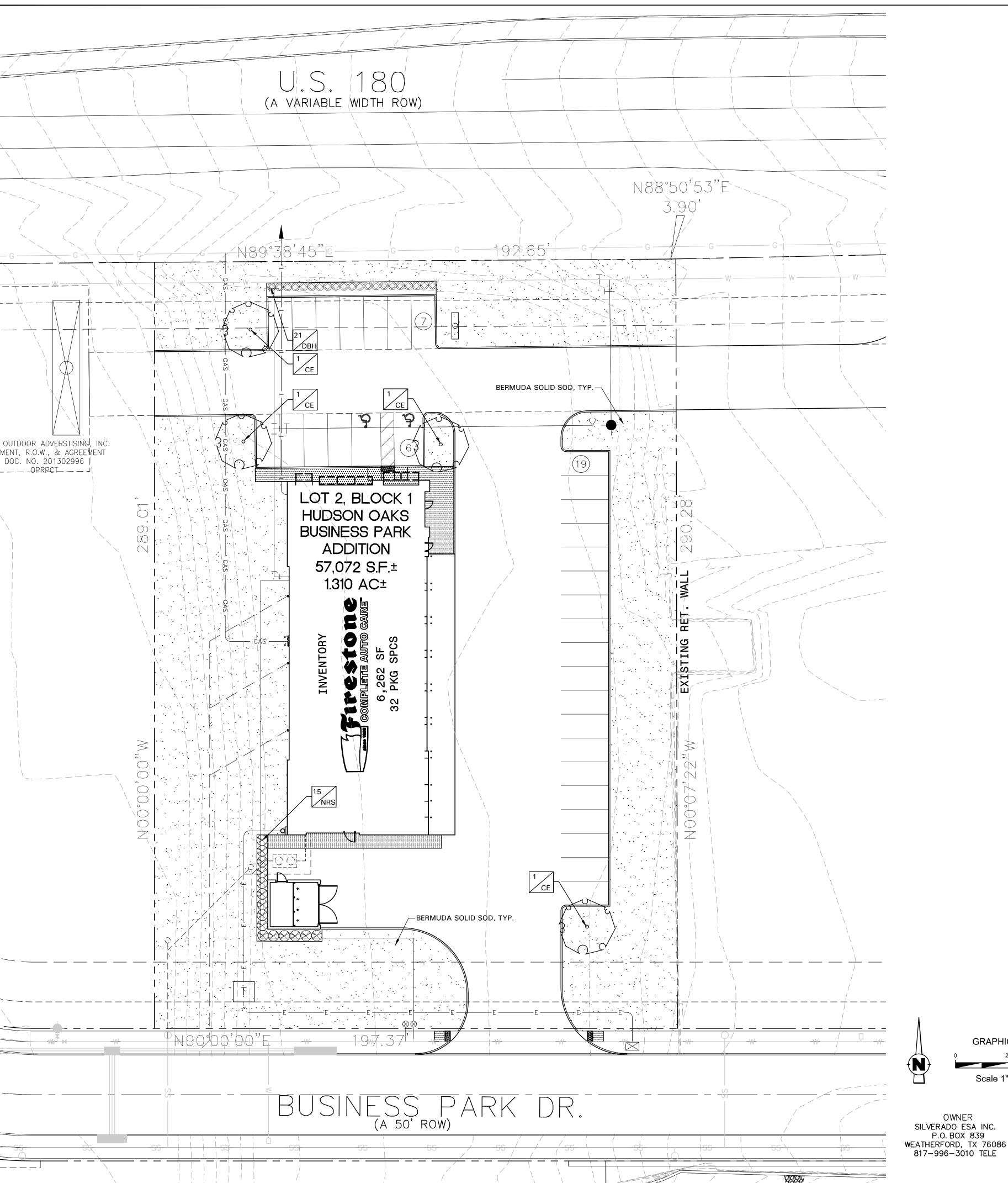
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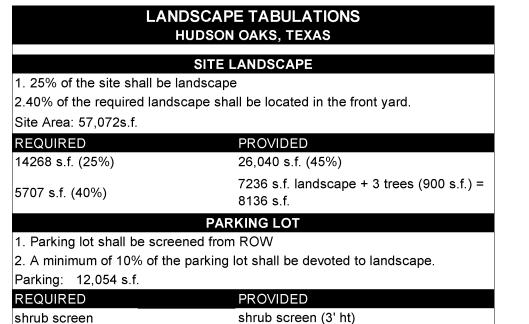
1437 South Boulder, Suite 550 Tulsa, Oklahoma 74119.3609 p: 918.587.8600 f: 918.587.8601 www.sgadesigngroup.com

ËXTERIOR **ELEVATIONS** & DETAILS

SHEET NUMBER: PA4







GENERAL LAWN NOTES

1205 s.f. (10%)

1. CONTRACTOR SHALL COORDINATE OPERATIONS AND AVAILABILITY OF EXISTING TOPSOIL WITH ON-SITE CONSTRUCTION MANAGER 2. LAWN AREAS SHALL BE LEFT 1" BELOW FINAL FINISHED GRADE PRIOR

1774 s.f. landscape

total= 2974 s.f.

300 s.f. x (4) trees = 1200 s.f.

- TO TOPSOIL INSTALLATION. 3. CONTRACTOR TO FIND GRADE AREAS TO ACHIEVE FINAL CONTOURS AS SHOWN ON CIVIL DRAWINGS. POSITIVE DRAINAGE SHALL BE PROVIDED AWAY FROM ALL BUILDINGS. ROUNDING AT TOP AND BOTTOM OF SLOPES SHALL BE PROVIDED AND IN OTHER BREAKS IN
- GRADE, CORRECT AREAS WHERE STANDING WATER MAY OCCUR. 4. ALL LAWN AREAS SHALL BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR LANDSCAPE ARCHITECT PRIOR TO LAWN
- 5. CONTRACTOR SHALL REMOVE ALL ROCKS 3/4" IN DIAMETER AND LARGER, REMOVE ALL DIRT CLODS, STICKS, CONCRETE SPOILS, TRASH ETC PRIOR TO PLACING TOPSOIL AND GRASS INSTALLATION.
- ACCEPTANCE. 7. CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT IF NECESSARY.

6. CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL

SOLID SOD: 1. SOLID SOD SHALL BE PLACED ALONG ALL IMPERVIOUS EDGES, AT A MINIMUM. THIS SHALL INCLUDE CURBS, WALKS, INLETS, MANHOLES AND PLANTING BED AREAS. SOD SHALL COVER OTHER AREAS

- COMPLETELY AS INDICATED BY PLAN. 2. SOD SHALL BE STRONGLY ROOTED DROUGHT RESISTANT SOD, NOT LESS THAN 2 YEARS OLD, FREE OF WEEDS AND UNDESIRABLE NATIVE GRASS AND MACHINE CUT TO PAD THICKNESS OF 3/4" (+1/4"),
- EXCLUDING TOP GROWTH AND THATCH. 3. LAY SOD BY HAND TO COVER INDICATED AREAS COMPLETELY, ENSURING EDGES ARE TOUCHING WITH TIGHTLY FITTING JOINTS, NO
- OVERLAPS WITH STAGGERED STRIPS TO OFFSET JOINTS. 4. TOP DRESS JOINTS IN SOD BY HAND WITH TOPSOIL TO FILL VOIDS IF
- 5. SOD SHALL BE ROLLED TO CREATE A SMOOTH EVEN SURFACE. SOD SHOULD BE WATERED THOROUGHLY DURING INSTALLATION PROCESS. 6. SHOULD INSTALLATION OCCUR BETWEEN OCTOBER 1ST AND MARCH 1ST. OVERSEED BERMUDAGRASS SOD WITH WINTER RYEGRASS AT A

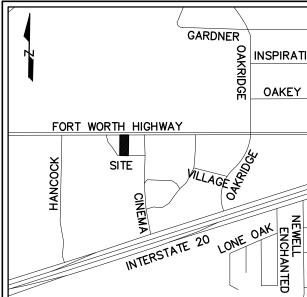
RATE OF 4 POUNDS PER 1000 S.F.

HYDROMULCH:

- 1. SCARIFY AND LOOSEN ALL AREAS TO BE HYDROMULCHED TO A MINIMUM DEPTH OF 4" PRIOR TO TOPSOIL AND HYDROMULCH
- 2. BERMUDA GRASS SEED SHALL BE EXTRA HULLED, TREATED LAWN TYPE. SEED SHALL BE DELIVERED TO THE SITE IN ITS ORIGINAL UNOPENED CONTAINER AND SHALL MEET ALL STATE/LOCAL LAW REQUIREMENTS.
- 3. FIBER SHALL BE 100% WOOD CELLULOSE FIVER, DELIVERED TO THE SITE IN ITS ORIGINAL UNOPENED CONTAINER AS MANUFACTURED BY
- "CONWEB' OR EQUAL. 4. FIBER TACK SHALL BE DELIVERED TO THE SITE IN ITS UNOPENED CONTAINER AND SHALL BE 'TERRO-TACK ONE', AS MANUFACTURED BY GROWERS, INC OR APPROVED EQUAL
- 5. HYDROMULCH WITH BERMUDA GRASS SEET AT A RATE OF 2 POUNDS 6. USE A BATTER BOARD AGAINST ALL BED AREAS TO PREVENT OVER
- 7. IF INADEQUATE MOISTURE IS PRESENT IN SOIL. APPLY WATER AS NECESSARY FOR OPTIMUM MOISTURE FOR SEED APPLICATION.
- 8. IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1ST AND MAY 1ST, ALL HYDORMULCH AREAS SHALL BE OVER-SEEDED WITH WINTER RYE GRASS AT A RATE OF FOUR POUNDS PER ONE THOUSAND SQUARE FEET CONTRACTOR SHALL BE REQUIRED TO RE-HYDROMULCH WITH BERMUDA GRASS THE FOLLOWING
- 9. AFTER APPLICATION, NO EQUIPMENT SHALL OPERATE OVER APPLIED AREAS. WATER SEEDED AREAS IMMEDIATELY AFTER

GROWING SEASON AS PART OF THIS CONTRACT

INSTALLATION TO SATURATION. 10. ALL LAWN AREAS TO BE HYDROMULCHED SHALL ACHIEVE 100% COVERAGE PRIOR TO FINAL ACCEPTANCE.



LOCATION MAP

INSPIRATION

LANDSCAPE NOTES

- 1. CONTRACTOR TO VERIFY AND LOCATE ALL PROPOSED AND EXISTING ELEMENTS. NOTIFY LANDSCAPE ARCHITECT OR DESIGNATED REPRESENTATIVE FOR ANY LAYOUT DISCREPANCIES OR ANY CONDITION THAT WOULD PROHIBIT THE INSTALLATION AS SHOWN. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS 2. CONTRACTOR SHALL CALL 811 TO VERIFY AND LOCATE ANY AND ALL
- UTILITIES ON SITE PRIOR TO COMMENCING WORK. LANDSCAPE ARCHITECT SHOULD BE NOTIFIED OF ANY CONFLICTS. CONTRACTOR TO EXERCISE EXTREME CAUTION WHEN WORKING NEAR UNDERGROUND UTILITIES.
- 3. A MINIMUM OF 2% SLOPE SHALL BE PROVIDED AWAY FROM ALL STRUCTURES. 4. CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL FINISHED GRADE IN PLANTING AREAS AND 1" BELOW FINAL FINISHED
- GRADE IN LAWN AREAS. 5. LANDSCAPE ISLANDS SHALL BE CROWNED, AND UNIFORM THROUGHOUT THE SITE.
- 6. PLANTING AREAS AND SOD TO BE SEPARATED BY STEEL EDGING. NO STEEL EDGING SHALL BE INSTALLED ADJACENT TO BUILDINGS, WALKS OR CURBS. EDGING NOT TO BE MORE THAN 1/2" ABOVE FINISHED GRADE. 7. EDGING SHALL BE CUT AT 45 DEGREE ANGLE WHERE IT INTERSECTS WALKS AND/OR CURBS.
- 9. QUANTITIES ON THESE PLANS ARE FOR REFERENCE ONLY. THE SPACING OF PLANTS SHOULD BE AS INDICATED ON PLANS OR OTHERWISE NOTED. ALL TREES AND SHRUBS SHALL BE PLANTED PER DETAILS.
- 10. CONTAINER GROWN PLANT MATERIAL IS PREFERRED HOWEVER BALL AND BURLAP PLANT MATERIAL CAN BE SUBSTITUTED IF NEED BE AND IS APPROPRIATE TO THE SIZE AND QUALITY INDICATED ON THE PLANT MATERIAL LIST.
- 11. TREES SHALL BE PLANTED AT A MINIMUM OF 5' FROM ANY UTILITY LINE, SIDEWALK OR CURB. TREES SHALL ALSO BE 10' CLEAR FROM FIRE
- 12. 4" OF SHREDDED HARDWOOD MULCH (2" SETTLED THICKNESS) SHALL BE PLACED OVER WEED BARRIER FABRIC. MULCH SHALL BE SHREDDED HARDWOOD MULCH OR APPROVED EQUAL, PINE STRAW MULCH IS
- 13. WEED BARRIER FABRIC SHALL BE USED IN PLANT BEDS AND AROUND ALL TREES AND SHALL BE MIRAFI 1405 WEED BARRIER OR APPROVED EQUAL.
- 14. CONTRACTOR TO PROVIDE UNIT PRICING OF LANDSCAPE MATERIALS AND BE RESPONSIBLE FOR OBTAINING ALL LANDSCAPE AND IRRIGATION

PLANS/DETAILS.

- 1. ALL REQUIRED LANDSCAPE AREAS SHALL HAVE AN AUTOMATIC IRRIGATION SYSTEM WITH A FREEZE/RAIN SENSOR. SYSTEM SHALL ALSO HAVE AN ET WEATHER BASED CONTROLLER AND BE DESIGNED AND INSTALLED BY A LICENSED IRRIGATOR.
- 1. VEGETATION SHOULD BE INSPECTED REGULARLY TO ENSURE THAT PLANT MATERIAL IS ESTABLISHING PROPERLY AND REMAINS IN A HEALTHY GROWING CONDITION APPROPRIATE FOR THE SEASON. IF DAMAGED OR REMOVED, PLANTS MUST BE REPLACED BY A SIMILAR
- VARIETY AND SIZE. 2. MOWING, TRIMMING, EDGING AND SUPERVISION OF WATER APPLICATIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UNTIL THE OWNER OR OWNER'S REPRESENTATIVE ACCEPTS AND ASSUMES REGULAR MAINTENANCE.

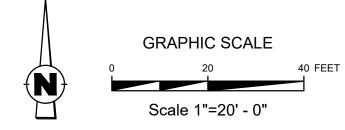
STEEL LANDSCAPE EDGING UNLESS NOTED OTHERWISE ON

3. ALL LANDSCAPE AREAS SHOULD BE CLEANED AND KEPT FREE OF TRASH, DEBRIS, WEEDS AND OTHER MATERIAL. ISCELLANEOUS MATERIALS: 1. STEEL EDGING SHALL BE 3/16" X 4 X 16' DARK GREEN DURAEDGE

QTY	LABEL	COMMON NAME	SCIENTIFIC NAME	SIZE	NOTES
		SHADE TREES			
4	CE	Cedar Elm	Ulmus crassifolia	3" cal.	12' ht., 4' spread, matching
		SHRUBS			
21	DBH	Dwarf Burford Holly	llex cornuta ' Burford Nana'	5 gal.	full, 20" spread, 36" o.c.
15	NRS	Nellie R Stevens Holly	Illex x 'Nellie R. Stevens'	5 gal.	full, 40" o.c.

Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. Trees shall have a strong central leader and be of matching specimens. All plant material shall meet or exceed remarks as indicated

Cynodon dactylon



Aledo, Texas 76008 amanda@awr-designs.com

Bermuda Solid Sod

DEVELOPER JONES/HUMMEL INVESTMENTS, LLC STEVE MEIER 500 CRESENT COURT SUITE 220 DALLAS, TX 75201

214-632-9611 TELE

ENGINEER VASQUEZ ENGINEERING, LLC JUAN J. VASQUEZ, P.E. 1919 S. SHILOH ROAD SUITE 440, LB 44 GARLAND, TEXAS 75042 972-278-2948 TELE

LANDSCAPE PLAN FIRESTONE LOT 2, BLOCK 1

HUDSON OAKS BUSINESS PARK ADDITION 1.310 ACRES, 57,072 SF CITY OF HUDSON OAKS, PARKER COUNTY, TEXAS JULY 22, 2024

LANDSCAPE

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PLAN

SHEET

PART 1 - GENERAL

- 1.1 QUALIFICATIONS OF THE LANDSCAPE CONTRACTOR.
- A. ALL LANDSCAPE WORK SHOWN ON THESE PLANS SHALL BE PERFORMED BY A SINGLE FIRM SPECIALIZING IN LANDSCAPE PLANTING
- 1.2 REFERENCE DOCUMENTS A. REFER TO LANDSCAPE PLANS, NOTES, SCHEDULES AND DETAILS FOR ADDITIONAL REQUIREMENTS
- 1.3 SCOPE OF WORK / DESCRIPTION OF WORK A. WORK COVERED BY THESE SECTIONS INCLUDES: FURNISH ALL SUPERVISIONS, LABOR, MATERIALS, SERVICES, EQUIPMENT AND APPLIANCES REQUIRED TO COMPLETE THE WORK COVERED IN CONJUNCTION WITH THE LANDSCAPING COVERED IN LANDSCAPE PLANS
- AND SPECIFICATIONS INCLUDING:
- 1. PLANTING (TREES, SHRUBS, GRASSES)
- BED PREP AND FERTILIZATION 3. NOTIFICATION OF SOURCES
- 4. WATER AND MAINTENANCE UNTIL ACCEPTANCE
- GUARANTEE B. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LAWS, CODES AND REGULATIONS REQUIRED BY AUTHORITIES HAVING JURISDICTION OVER SUCH WORK. INCLUDING ALL INSPECTIONS AND PERMITS REQUIRED BY FEDERAL, STATE AND LOCAL AUTHORITIES IN
- SUPPLY, TRANSPORTATION AND INSTALLATION OF MATERIALS. C. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITY LINES (WATER, SEWER, ELECTRICAL, TELEPHONE, GAS, CABLE, TELEVISION, ETC.) PRIOR TO THE START OF ANY WORK
- A. AMERICAN STANDARD FOR NURSERY STOCK PUBLISHED BY AMERICAN ASSOCIATION OF NURSERYMEN: 27 OCTOBER 1980. EDITION: BY AMERICAN NATIONAL STANDARDS INSTUTUTE (Z60.1) - PLANT MATERIAL

B. AMERICAN JOINT COMMITTEE ON HORTICULTURE NOMENCLATURE; 1942

EDITION OF STANDARDIZED PLANT NAMES. C. TEXAS ASSOCIATION OF NURSERYMEN, GRADES AND STANDARDS

- A. PROVIDE REPRESENTATIVE QUANTITIES OF EACH SOIL, MULCH, BED MIX, GRAVEL AND STONE BEFORE INSTALLATION. SAMPLES TO BE APPROVED BY OWNER'S REPRESENTATIVE BEFORE USE.
- B. SOIL AMENDMENTS AND FERTILIZERS SHOULD BE RESEARCHED AND BASED ON THE SOILS IN THE AREA. C. BEFORE INSTALLATION. SUBMIT DOCUMENTATION THAT PLANT MATERIALS
- ARE AVAILABLE AND HAVE BEEN RESERVED. FOR ANY PLANT MATERIAL NOT AVAILABLE, SUBMIT REQUEST FOR SUBSTITUTION.
- 1.6 JOB CONDITIONS, DELIVERY, STORAGE AND HANDLING
- A. GENERAL CONTRACTOR TO COMPLETE WORK BEFORE LANDSCAPE CONTRACTOR TO COMMENCE. B. ALL PLANTING BED AREAS SHALL BE LEFT THREE INCHES BELOW FINAL
- GRADE OF SIDEWALKS. DRIVES AND CURBS. ALL AREAS TO RECEIVE SOLID SOD SHALL BE LEFT ONE INCH BELOW THE FINAL GRADE OF WALKS, DRIVES AND CURBS. CONSTRUCTION DEBRIS SHALL BE REMOVED PRIOR TO LANDSCAPE CONTRACTOR BEGINNING WORK
- STORAGE OF MATERIALS AND EQUIPMENT AT THE JOB SITE WILL BE AT THE RISK OF THE LANDSCAPE CONTRACTOR. THE OWNER CANNOT BE HELD RESPONSIBLE FOR THEFT OR DAMAGE. 1.7 SEQUENCING
- A. INSTALL TREES, SHRUBS, AND LINER STOCK PLANT MATERIALS PRIOR TO INSTALLATION OF LAWN/SOLID SOD.
- B. WHERE EXISTING TURF AREAS ARE BEING CONVERTED TO PLANTING BEDS. THE TURE SHALL BE CHEMICALLY FRADICATED TO MINIMIZE RE-GROWTH IN THE FUTURE. AREAS SHALL BE PROPERLY PREPARED WITH AMENDED ORGANIC MATTER.

1.8 MAINTENANCE AND GUARANTEE MAINTENANCE:

- A. THE LANDSCAPE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR THE MAINTENANCE OF ALL WORK FROM THE TIME OF PLANTING UNTIL FINAL ACCEPTANCE BY OWNER.
- B. NO TREES, GRASS, GROUNDCOVER OR GRASS WILL BE ACCEPTED UNLESS THEY SHOW HEALTHY GROWTH AND SATISFACTORY FOLIAGE CONDITIONS.
- C. MAINTENANCE SHALL INCLUDE WATERING OF TREES AND PLANTS. CUITIVATION WEED SPRAYING EDGING PRUNING OF TREES MOWING OF GRASS, CLEANING UP AND ALL OTHER WORK NECESSARY FOR MAINTENANCE. D. A WRITTEN NOTICE REQUESTING FINAL INSPECTION AND ACCEPTANCE
- SHOULD BE SUBMITTED TO THE OWNER AT LEAST 7 DAYS PRIOR TO COMPLETION AN ON SITE INSPECTION BY THE OWNER'S AUTHORIZED REPRESENTATIVE WILL BE COMPLETED PRIOR TO WRITTEN ACCEPTANCE.
- E. NOTIFY OWNER OR OWNER'S REPRESENTATIVE SEVEN DAYS PRIOR TO THE EXPIRATION OF THE WARRANTY PERIOD. F. REMOVE DEAD. UNHEALTHY AND UNSIGHTLY PLANTS DURING WARRANTY
- G. REMOVE GUYING AND STAKING MATERIALS AFTER ONE YEAR
- H. ALL LANDSCAPE MUST BE MAINTAINED AND GRASS MOWED/EDGED ON A WEEKLY SCHEDULE UNTIL ACCEPTANCE BY OWNER. REMOVE CLIPPINGS AND DEBRIS FROM SITE PROMPTLY. I. REMOVE TRASH, DEBRIS, AND LITTER. WATER, PRUNE, RESTAKE TREES,
- FERTILIZE, WEED AND APPLY HERBICIDES AND FUNGICIDES AS REQUIRED. COORDINATE THE OPERATION OF IRRIGATION SYSTEM TO ENSURE THAT PLANTS ARE ADEQUATELY WATERED. HAND WATER AREAS NOT RECEIVING ADEQUATE WATER FROM AN IRRIGATION SYSTEM.
- K. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE IRRIGATION SYSTEM IN ACCORDANCE TO THE MAINTENANCE SERVICE TO ENSURE THE SYSTEM IS IN PROPER WORKING ORDER WITH SCHEDULING ADJUSTMENTS BY SEASON TO MAXIMIZE WATER CONSERVATION
- L. REAPPLY MULCH TO BARE AND THIN AREAS. M. SHOULD SEEDED AND/OR SODDED AREAS NOT BE COVERED BY AN AUTOMATIC IRRIGATION SYSTEM, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING THESE AREAS AND OBTAINING A FULL.
- HEALTHY STAND OF GRASS AT NO ADDITIONAL COST TO THE OWNER. N. TO ACHIEVE FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD, ALL OF THE FOLLOWING CONDITIONS MUST OCCUR:
- a. THE LANDSCAPE SHALL SHOW ACTIVE, HEALTHY GROWTH (WITH EXCEPTIONS MADE FOR SEASONAL DORMANCY). ALL PLANTS NOT MEETING THIS CONDITION SHALL BE REJECTED AND REPLACED BY
- HEALTHY PLANT MATERIAL PRIOR TO FINAL ACCEPTANCE. b. ALL HARDSCAPE SHALL BE CLEANED PRIOR TO FINAL
- ACCEPTANCE. c. SODDED AREAS MUST BE ACTIVELY GROWING AND MUST REACH A
- MINIMUM HEIGHT OF 1 1/2 INCHES BEFORE FIRST MOWING HYDROMULCHED AREAS SHALL SHOW ACTIVE, HEALTHY GROWTH BARE AREAS LARGER THAN TWELVE SQUARE INCHES MUST BE RESODDED OR RESEEDED (AS APPROPRIATE) PRIOR TO FINAL ACCEPTANCE. ALL SODDED TURF SHALL BE NEATLY MOWED.

GUARANTEE

- A. TREES, SHRUBS, GROUNDCVOER SHALL BE GUARANTEED (IN WRITING) FOR A 12 MONTH PERIOD (90 DAYS FOR ANNUAL PLANTING OR AT THE END OF THE SEASONAL COLOR GROWING SEASON, WHICHEVER COMES SOONER) AFTER FINAL ACCEPTANCE. THE CONTRACTOR SHALL REPLACE ALL DEAD MATERIALS AS SOON AS WEATHER PERMITS AND UPON NOTIFICATION OF THE OWNER.
- B. PLANTS INCLUDING TREES, WHICH HAVE PARTIALLY DIED SO THAT SHAPE SIZE OR SYMMETRY HAVE BEEN DAMAGED SHALL BE CONSIDERED SUBJECT TO REPLACEMENT. IN SUCH CASES, THE OPINION OF THE OWNER SHALL BE
- C. PLANTS USED FOR REPLACEMENT SHALL BE OF THE SAME SIZE AND KIND AS THOSE ORIGINALLY PLANTED OR SPECIFIED. ALL WORK INCLUDING MATERIALS, LABOR AND EQUIPMENT USED IN REPLACEMENTS SHALL CARRY A 12 MONTH GUARANTEE. ANY DAMAGE INCLUDING RUTS IN LAWN OR BED AREAS INCURRED AS A RESULT OF MAKING REPLACEMENTS SHALL BE IMMEDIATELY REPAIRED.
- D. WHEN PLANT REPLACEMENTS ARE MADE, PLANTS, SOIL MIX, FERTILIZER AND MULCH ARE TO BE UTILIZED AS ORIGINALLY SPECIFIED AND RE-INSPECTED FOR FULL COMPLIANCE WITH THE CONTRACT REQUIREMENTS. ALL REPLACEMENTS ARE INCLUDED UNDER "WORK" OF

E. THE OWNER AGREES THAT FOR THE ONE YEAR WARRANTY PERIOD TO BE EFFECTIVE, HE WILL WATER PLANTS AT LEAST TWICE A WEEK DURING DRY

- F. THE ABOVE GUARANTEE SHALL NOT APPLY WHERE PLANTS DIE AFTER ACCEPTANCE BECAUSE OF DAMAGE DUE TO ACTS OF GOD. VANDALISM. INSECTS, DISEASE, INJURY BY HUMANS, MACHINES, THEFT OR NEGLIGENCE
- G. ACCEPTANCE FOR ALL LANDSCAPE WORK SHALL BE GIVEN AFTER FINAL INSPECTION BY THE OWNER PROVIDED THE JOB IS IN A COMPLETE, UNDAMAGED CONDITION AND THERE IS A STAND OF GRASS IN ALL LAWN AREAS. AT THAT TIME, THE OWNER WILL ASSUME MAINTENANCE ON THE ACCEPTED WORK.

1.9 QUALITY ASSURANCE

- A. COMPLY WITH ALL FEDERAL, STATE, COUNTY AND LOCAL REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK
- B. EMPLOY PERSONNEL EXPERIENCED AND FAMILIAR WITH THE REQUIRED
- WORK AND SUPERVISION BY A FOREMAN. C. MAKE CONTACT WITH SUPPLIERS IMMEDIATELY UPON OBTAINING NOTICE

- OF CONTRACT ACCEPTANCE TO SELECT AND BOOK MATERIALS. D. DEVELOP A PROGRAM OF MAINTENANCE (PRUNING AND FERTILIZATION) WHICH WILL ENSURE THE PURCHASED MATERIALS WILL MEET AND/OR
- EXCEED PROJECT SPECIFICATIONS. E. DO NOT MAKE PLANT MATERIAL SUBSTITUTIONS. IF THE LANDSCAPE MATERIAL SPECIFIED IS NOT READILY AVAILABLE. SUBMIT PROOF TO LANDSCAPE ARCHITECT ALONG WITH THE PROPOSED MATERIAL TO BE
- USED IN LIEU OF THE SPECIFIED PLANT F. AT THE TIME BIDS ARE SUBMITTED. THE CONTRACTOR IS ASSUMED TO HAVE LOCATED THE MATERIALS NECESSARY TO COMPLETE THE JOB AS SPECIFIED.
- G. OWNER'S REPRESENTATIVE SHALL INSPECT ALL PLANT MATERIAL AND RETAINS THE RIGHT TO INSPECT MATERIALS UPON ARRIVAL TO THE SITE AND DURING INSTALLATION. THE OWNER'S REPRESENTATIVE MAY ALSO REJECT ANY MATERIALS HE/SHE FEELS TO BE UNSATISFACTORY OR DEFECTIVE DURING THE WORK PROCESS. ALL PLANTS DAMAGED IN RANSIT OR AT THE JOB SITE SHALL BE REJECTED.
- 1.10 PRODUCT DELIVERY, STORAGE AND HANDLING

A. PREPARATION 1. BALLED AND BURLAPPED B&B PLANTS): DIG AND PREPARE SHIPMENT IN A MANNER THAT WILL NOT DAMAGE ROOTS, BRANCHES, SHAPE AND FUTURE

- DEVELOPMENT. 2. CONTAINER GROWN PLANTS: DELIVER PLANTS IN RIGID CONTAINER TO HOLD BALL SHAPE AND PROTECT ROOT MASS. B. DELIVERY
 - 1. DELIVER PACKAGED MATERIALS IN SEALED CONTAINERS SHOWING WEIGHT, ANALYSIS AND NAME OF MANUFACTURER, PROTECT MATERIALS FROM DETERIORATION DURING DELIVERY AND WHILE STORED ON SITE. 2. DELIVER ONLY PLANT MATERIALS THAT CAN BE PLANTED IN ONE DAY UNLESS ADEQUATE STORAGE AND WATERING FACILITIES ARE AVAILABLE
 - 3. PROTECT ROOT BALLS BY HEELING IN WITH SAWDUST OR OTHER APPROVED MOISTURE RETAINING MATERIAL IF NOT PLANTED WITHIN 24 HOURS OF DELIVERY. 4. PROTECT PLANTS DURING DELIVERY TO PREVENT DAMAGE TO ROOT BALL OR DESICCATION OF LEAVES.
 - 5. KEEP PLANTS MOIST AT ALL TIMES. COVER ALL MATERIALS DURING 6. NOTIFY OWNERS REPRESENTATIVE OF DELIVERY 72 HOURS PRIOR TO DELIVERY OF PLANT MATERIAL AT JOB SITE. 7. REMOVE REJECTED PLANT MATERIAL IMMEDIATELY FROM JOB SITE.

8. TO AVOID DAMAGE OR STRESS, DO NOT LIFT, MOVE, ADJUST TO PLUMB. OR OTHERWISE MANIPULATE PLANTS BY TRUNK OR STEMS.

PART 2 - PRODUCTS

- 2.1 PLANT MATERIALS A GENERAL WELL FORMED NO. 1 GRADE OR BETTER NURSERY GROWN
- STOCK. LISTED PLANT HEIGHTS ARE FROM TOPS OF FOOT BALLS TO NOMINAL TOPS OF PLANTS. PLANT SPREAD REFERS TO NOMINAL OUTER WIDTH OF THE PLANT NOT THE OLITER LEAF TIPS PLANTS SHALL BE INDIVIDUALLY APPROVED BY THE OWNERS REPRESENTATIVE AND THEIR DECISION AS TO THEIR ACCEPTABILITY SHALL BE FINAL.
- B. QUANTITIES: THE DRAWINGS AND SPECIFICATIONS ARE COMPLIMENTARY. ANYTHING CALLED FOR ON ONE AND NOT THE OTHER IS AS BINDING AS IF SHOWN AND CALLED FOR ON BOTH. THE PLANT SCHEDULE IS AN AID TO BIDDERS ONLY. CONFIRM ALL QUANTITIES ON PLAN.
- C. QUANTITIES AND SIZE: PLANT MATERIALS SHALL CONFORM TO THE SIZE GIVEN ON THE PLAN AND SHALL BE HEALTHY, WELL SHAPED, FULL BRANCHED AND WELL ROOTED. SYMMETRY IS ALSO IMPERATIVE. PLANTS SHALL BE FREE FROM INSECTS, INJURY, DISEASE, BROKEN BRANCHES, DISFIGUREMENTS, INSECT EGGS AND ARE TO BE OF SPECIMEN QUALITY. D. APPROVAL: ALL PLANTS WHICH ARE FOUND UNSUITABLE IN GROWTH OR ARE UNHEALTHY, BADLY SHAPED OR UNDERSIZED WILL BE REJECTED BY

THE OWNERS REPRESENTATIVE EITHER BEFORE OR AFTER PLANTING AND

- SHALL BE REMOVED AT THE EXPENSE OF THE LANDSCAPE CONTRACTOR AND REPLACED WITH ACCEPTABLE SPECIMENS. . TREES SHALL BE HEALTHY, FULL BRANCHED, WELL SHAPED AND SHALL MEET THE MINIMUM REQUIREMENTS AS SPECIFIED ON THE PLANT SCHEDULE, ALL TREES SHALL BE OBTAINED FROM SOURCES WITHIN 200 MILES OF THE PROJECT SITE IF POSSIBLE, AND WITH SIMILAR CLIMACTIC
- F. PRUNING: ALL PRUNING OF TREES AND SHRUBS SHALL BE EXECUTED BY THE LANDSCAPE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER,
- PRIOR TO FINAL ACCEPTANCE. G. PLANTS SHALL CONFORM TO THE MEASUREMENTS SPECIFIED, EXCEPT THE PLANTS LARGER THAN THOSE SPECIFIED MAY BE USED. USE OF LARGER PLANTS SHALL NOT INCREASE THE CONTRACT PRICE.
- H. WHERE MATERIALS ARE PLANTED IN MASSES, PROVIDE PLANTS OF UNIFORM SIZE. ROOT SYSTEMS SHALL BE HEALTHY, DENSELY BRANCHED, FIBROUS ROOT SYSTEMS, NON-POT-BOUND, FREE FROM ENCIRCLING AND/OR GIRDLING ROOTS, AND FREE FROM ANY OTHER ROOT DEFECTS (SUCH AS J-SHAPED
- ALL TREES SHALL BE STANDARD IN FORM LINLESS OTHERWISE SPECIFIED TREES WITH CENTRAL LEADERS WILL NOT BE ACCEPTED IF LEADER IS DAMAGED OR REMOVED. PRUNE ALL DAMAGED TWIGS AFTER PLANTING
- AND FIBROUS ROOT SYSTEMS, NOT ROOT OR POT BOUND. TREES WITH DAMAGED OR CROOKED LEADERS, BARK ABRASIONS, SUNSCALD, DISFIGURING KNOTS, OR\INSECT DAMAGE WILL BE REJECTED.
- M. CALIPER MEASUREMENTS FOR STANDARD (SINGLE TRUNK) TREES SHALL BE AS FOLLOWS: SIX INCHES ABOVE THE ROOT FLARE FOR TREES UP TO AN INCLUDING FOUR INCHES IN CALIPER. AND TWELVE INCHES ABOVE THE ROOT FLARE FOR TREES EXCEEDING FOUR INCHES IN CALIPER N. MULTI-TRUNK TREES SHALL BE MEASURED BY THEIR OVERALL HEIGHT, MEASURED FROM THE TOP OF THE ROOT BALL.
- O. ANY TREE OR SHRUB SHOWN TO HAVE EXCESS SOIL PLACED ON TOP OF THE ROOT BALL, SO THAT THE ROOT FLARE HAS BEEN COMPLETELY COVERED. SHALL BE REJECTED. P. SOD: PROVIDE WELL-ROOTED SOD OF THE VARIETY NOTED ON THE PLANS.
- SOD SHALL BE CUT FROM HEALTHY, MATURE TURF WITH SOIL THICKNESS OF 3/4" TO 1". EACH PALLET OF SOD SHALL BE ACCOMPANIED BY A CERTIFICATE FROM SUPPLIER STATING THE COMPOSITION OF THE SOD.

2.2 SOIL PREPARATION MATERIALS A. SANDY LOAM:

- 1. FRIABLE, FERTILE, DARK, LOAMY SOIL, FREE OF CLAY LUMPS, SUBSOIL, STONES AND OTHER EXTRANEOUS MATERIAL AND REASONABLY FREE OF WEEDS AND FOREIGN GRASSES. LOAM CONTAINING DALLASGRASS OR
- NUTGRASS SHALL BE REJECTED. 2. PHYSICAL PROPERTIES AS FOLLOWS:
- a. CLAY BETWEEN 7-27% b. SILT – BETWEEN 15-25%
- c. SAND LESS THAN 52%
- 3. ORGANIC MATTER SHALL BE 3%-10% OF TOTAL DRY 4. IF REQUESTED, LANDSCAPE CONTRACTOR SHALL PROVIDE
- A CERTIFIED SOIL ANALYSIS CONDUCTED BY AN APPROVED SOIL TESTING LABORATORY VERIFYING THAT SANDY LOAM MEETS THE ABOVE REQUIREMENTS.
- B. ORGANIC MATERIAL: COMPOST WITH A MIXTURE OF 80% VEGETATIVE MATTER AND 20% ANIMAL WASTE. INGREDIENTS SHOULD BE A MIX OF COURSE AND FINE TEXTURED MATERIAL. PREMIXED BEDDING SOIL AS SUPPLIED BY VITAL EARTH RESOURCES, GLADEWATER, TEXAS; PROFESSIONAL BEDDING SOIL AS SUPPLIED BY LIVING EARTH TECHNOLOGY, DALLAS, TEXAS OR ACID GRO MUNICIPAL MIX AS SUPPLIED BY SOIL BUILDING SYSTEMS, DALLAS,
- TEXAS OR APPROVED EQUAL. D. SHARP SAND: SHARP SAND MUST BE FREE OF SEEDS, SOIL PARTICLES E. MULCH: DOUBLE SHREDDED HARDWOOD MULCH, PARTIALLY
- DECOMPOSED, DARK BROWN. F. ORGANIC FERTILIZER: FERTILAID, SUSTANE, OR GREEN SENSE OR EQUAL AS RECOMMENDED FOR REQUIRED APPLICATIONS. FERTILIZER SHALL BE DELIVERED TO THE SITE IN ORIGINAL UNOPENED CONTAINERS, EACH BEARING THE MANUFACTURER'S GUARANTEED STATEMENT OF ANALYSIS.
- G. COMMERCIAL FERTILIZER: 10-20-10 OR SIMILAR ANALYSIS. NITROGEN SOURCE TO BE A MINIMUM 50% SLOW RELEASE ORGANIC NITROGEN (SCU OR UF) WITH A MINIMUM 8% SULFUR AND 4% IRON, PLUS MICRONUTRIENTS. H. PEAT: COMMERCIAL SPHAGNUM PEAT MOSS OR PARTIALLY DECOMPOSED SHREDDED PINE BARK OR OTHER APPROVED ORGANIC

2.3 MISCELLANEOUS MATERIALS

- A. STEEL EDGING SHALL BE 3/16" X 4" X 16" DARK GREEN LANDSCAPE EDGING. DURAEDGE STEEL OR APPROVED EQUAL B. TREE STAKING - TREE STAKING SOLUTIONS OR APPROVED SUBSTITUTE;
- REFER TO DETAILS. C. FILTER FABRIC - MIRAFI 1405 BY MIRAFI INC. OR APPROVED SUBSTITUTE. AVAILABLE AT LONE STAR PRODUCTS, INC. (469-523-0444)
- D. SAND UNIFORMLY GRADED, WASHED, CLEAN, BANK RUN SAND. E. GRAVEL: WASHED NATIVE PEA GRAVEL, GRADED 1" TO 1.5" F. DECOMPOSED GRANITE - BASE MATERIAL OF NATURAL MATERIAL MIX OF GRANITE AGGREGATE NOT TO EXCEED 1/8" IN DIAMETER COMPOSED OF
- VARIOUS STAGES OF DECOMPOSED EARTH BASE. G. RIVER ROCK - LOCALLY AVAILABLE NATIVE RIVER ROCK BETWEEN 2"-4" IN

- H. PRE-EMERGENT HERBICIDES: ANY GRANULAR, NON-STAINING PRE-EMERGENT HERBICIDE THAT IS LABELED FOR THE SPECIFIC ORNAMENTALS OR TURF ON WHICH IT WILL BE UTILIZED. PRE-EMERGENT HERBICIDES SHALL BE APPLIED PER THE MANUFACTURER'S LABELED RATES
- 3.1 PREPARATION A. LANDSCAPE CONTRACTOR TO INSPECT ALL EXISTING CONDITIONS AND REPORT ANY DEFICIENCIES TO THE OWNER.
- B. ALL PLANTING AREAS SHALL BE CONDITIONED AS FOLLOWS: 1. PREPARE NEW PLANTING BEDS BY SCRAPING AWAY EXISTING GRASS AND WEEDS AS NECESSARY. TILL EXISTING SOIL TO A DEPTH OF SIX (6") INCHES PRIOR TO PLACING COMPOST AND FERTILIZER. APPLY FERTILIZER AS PER MANUFACTURER'S RECOMMENDATIONS. ADD SIX (6") INCHES OF COMPOST AND TILL INTO A DEPTH OF SIX (6") INCHES OF SPECIFIED MULCH (SETTLED 2 BACKELL FOR TREE PITS SHALL BE AS FOLLOWS: LISE EXISTING TOP SOIL ON SITE (USE IMPORTED TOPSOIL AS NEEDED) FREE FROM

LARGE CLUMPS, ROCKS, DEBRIS, CALICHE, SUBSOILS, ETC., PLACED

C. GRASS ARFAS 1. BLOCKS OF SOD SHOULD BE LAID JOINT TO JOINT (STAGGERED JOINTS) AFTER FERTILIZING THE GROUND FIRST. ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE. THE JOINTS BETWEEN THE BLOCKS OF SOD SHOULD BE FILLED WITH TOPSOIL WHERE THEY ARE GAPED OPEN, THEN WATERED THOROUGHLY

IN NINE (9") INCH LAYERS AND WATERED IN THOROUGHLY

3.2 INSTALLATION

- A. MAINTENANCE OF PLANT MATERIALS SHALL BEGIN IMMEDIATELY AFTER EACH PLANT IS DELIVERED TO THE SITE AND SHALL CONTINUE CONSTRUCTION HAS BEEN SATISFACTORILY
- ACCOMPLISHED. B. PLANT MATERIALS SHALL BE DELIVERED TO THE SITE ONLY AFTER THE BEDS ARE PREPARED AND AREAS ARE READY FOR PLANTING. ALL SHIPMENTS OF NURSERY MATERIALS SHALL BE THOROUGHLY PROTECTED FROM THE WINDS DURING TRANSIT. ALL PLANTS WHICH CANNOT BE PLANTED AT ONCE, AFTER DELIVERY TO THE SITE, SHALL BE WELL PROTECTED AGAINST THE POSSIBILITY OF DRYING BY WINI AND BALLS OF EARTH OF B & B PLANTS SHALL BE KEPT COVERED WITH SOIL OR OTHER ACCEPTABLE MATERIAL. ALL PLANTS REMAIN THE PROPERTY OF THE CONTRACTOR UNTIL FINAL ACCEPTANCE.
- C. POSITION THE TREES AND SHRUBS IN THEIR INTENDED LOCATION AS PER PLAN D. NOTIFY THE OWNER'S AUTHORIZED REPRESENTATIVE FOR INSPECTION
- AND APPROVAL OF ALL POSITIONING OF PLANT MATERIALS. E. EXCAVATE PITS WITH VERTICAL SIDES AND HORIZONTAL BOTTOM TREE PITS SHALL BE LARGE ENOUGH TO PERMIT HANDLING AND PLANTING WITHOUT INJURY TO BALLS OF EARTH OR ROOTS AND SHALL BE OF SUCH DEPTH THAT. WHEN PLANTED AND SETTLED. THE CROWN OF THE PLANT SHALL BEAR THE SAME RELATIONSHIP TO THE INISH GRADE AS IT DID TO SOIL SURFACE IN ORIGINAL PLACE OF GROWTH. THE SIDES OF THE HOLE SHOULD BE ROUGH AND JAGGED, NEVER SLICK OR GLAZED.
- F. SHRUB AND TREE PITS SHALL BE NO LESS THAN TWENTY-FOUR (24") INCHES WIDER THAN THE LATERAL DIMENSION OF THE EARTH BALL AND SIX (6") INCHES DEEPER THAN IT'S VERTICAL DIMENSION. REMOVE AND HAUL FROM SITE ALL ROCKS AND STONES OVER THREE-QUARTER (3/4") INCH IN DIAMETER. PLANTS SHOULD BE
- THOROUGHLY MOIST BEFORE REMOVING CONTAINERS. G. PERCOLATION TEST: FILL THE HOLE WITH WATER. IF THE WATER LEVEL DOES NOT PERCOLATE WITHIN 24 HOURS, THE TREE NEEDS TO MOVE TO ANOTHER LOCATION OR HAVE DRAINAGE ADDED. INSTALL A PVC STAND PIPE PER TREE IF THE PERCOLATION TEST FAILS.
- H. BACKFILL ONLY WITH 5 PARTS EXISTING SOIL OR SANDY LOAM AND PART BED PREPARATION. WHEN THE HOLE IS DUG IN SOLID ROCK TOPSOIL FROM THE SAME AREA SHOULD NOT BE USED. CAREFULLY SETTLE BY WATERING TO PREVENT AIR POCKETS. REMOVE THE BURLAP FROM THE TOP $lac{1}{3}$ OF THE BALL, AS WELL AS ALL NYLON PLASTIC STRING AND WIRE. CONTAINER TREES WILL USUALLY BE ROOT BOUND, IF SO FOLLOW STANDARD NURSERY PRACTICE OF
- 'ROOT SCORING' DO NOT WRAP TREES
- J. DO NOT OVER PRUNE. K. REMOVE NURSERY TAGS AND STAKES FROM ALL PLANTS I. REMOVE BOTTOM OF PLANT BOXES PRIOR TO PLACING PLANTS. REMOVE
- SIDES AFTER PLACEMENT AND PARTIAL BACKFILLING. M. REMOVE UPPER THIRD OF BURLAP FROM BALLED AND BURLAPPED TREES AFTER PLACEMENT.
- N. PLACE PLANT UPRIGHT AND PLUMB IN CENTER OF HOLE. ORIENT PLANTS FOR BEST APPEARANCE. O. MULCH THE TOP OF THE BALL. DO NOT PLANT GRASS ALL THE WAY

TO THE TRUNK OF THE TREE. LEAVE THE AREA ABOVE THE TOP OF

- THE BALL AND MULCH WITH AT LEAST TWO (2") INCHES OF SPECIFIED P. ALL PLANT BEDS AND TREES TO BE MULCHED WITH A MINIMUM
- SETTLED THICKNESS OF TWO (2") INCHES OVER THE ENTIRE BED OR OBSTRUCTION BELOW GROUND: IN THE EVENT THAT ROCK, OF UNDERGROUND CONSTRUCTION WORK OR OBSTRUCTIONS ARE ENCOUNTERED IN ANY PLANT PIT EXCAVATION WORK TO BE DONI UNDER THIS SECTION. ALTERNATE LOCATIONS MAY BE SELECTED BY THE OWNER. WHERE LOCATIONS CANNOT BE CHANGED. THE OBSTRUCTIONS SHALL BE REMOVED TO A DEPTH OF NOT LESS THAN HREE (3') FEET BELOW GRADE AND NO LESS THAN SIX (6") INCHES BELOW THE BOTTOM OF BALL WHEN PLANT IS PROPERLY SET AT THE RECUIRED GRADE. THE WORK OF THIS SECTION SHALL INCLUDE TH REMOVAL FROM THE SITE OF SUCH ROCK OR UNDERGROUND
- R. TREES AND LARGE SHRUBS SHALL BE STAKED AS SITE CONDITIONS REQUIRE. POSITION STAKES TO SECURE TREES AGAINST SEASONAL PREVAILING WINDS.
- S. PRUNING AND MULCHING: PRUNING SHALL BE DIRECTED BY THE LANDSCAPE ARCHITECT AND SHALL BE PRUNED IN ACCORDANCE WITH STANDARD HORTICULTURAL PRACTICE FOLLOWING FINE PRUNING, CLASS I PRUNING STANDARDS PROVIDED BY THE NATIONAL ARRORIST ASSOCIATION 1. DEAD WOOD, SUCKERS, BROKEN AND BADLY BRUISED

OBSTRUCTIONS ENCOUNTERED AT THE COST OF THE LANDSCAPE

BRANCHES SHALL BE REMOVED. GENERAL TIPPING OF THE BRANCHES IS NOT PERMITTED. DO NOT CUT TERMINAL BRANCHES. PRUNING SHALL BE DONE WITH CLEAN, SHARP TOOLS. IMMEDIATELY AFTER PLANTING OPERATIONS ARE COMPLETED, ALL TREE PITS SHALL BE COVERED WITH A LAYER OF ORGANIC

MATERIAL TWO (2") INCHES IN DEPTH THIS LIMIT OF THE ORGANIC

- MATERIAL FOR TREES SHALL BE THE DIAMETER OF THE PLANT PIT. Q. STEEL EDGE INSTALLATION: EDGE SHALL BE ALIGNED AS INDICATED ON PLANS. STAKE OUT LIMITS OF STEEL CURBING AND OBTAIN OWNERS APPROVAL PRIOR TO INSTALLATION.
- 1. ALL STEEL CURBING SHALL BE FREE OF KINKS AND ABRUPT TOP OF EDGING SHALL BE ½" MAXIMUM HEIGHT ABOVE FINAL FINISHED GRADE. 3. STAKES ARE TO BE INSTALLED ON THE PLANTING BED SIDE OF THE CURBING, AS OPPOSED TO THE GRASS SIDE. 4. DO NOT INSTALL STEEL EDGING ALONG SIDEWALKS OR
- 5. CUT STEEL EDGING AT 45 DEGREE ANGLE WHERE EDGING MEETS SIDEWALKS OR CURBS.

3.3 CLEANUP AND ACCEPTANCE A. CLEANUP: DURING THE WORK, THE PREMISES SHALL BE KEPT NEAT AND ORDERLY AT ALL TIMES. STORAGE AREAS FOR ALL MATERIALS SHALL BE SO ORGANIZED SO THAT THEY. TOO. ARE NEAT AND ORDERLY. ALL TRASH AND DEBRIS SHALL BE REMOVED FROM THE SITE AS WORK PROGRESSES. KEEP PAVED AREAS CLEAN BY

SWEEPING OR HOSING THEM AT END OF EACH WORK DAY. B. REPAIR RUTS, HOLES AND SCARES IN GROUND SURFACES. C. ENSURE THAT WORK IS COMPLETE AND PLANT MATERIALS ARE IN VIGOROUS AND HEALTHY GROWING CONDITION. D. UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE SITE CLEAN, FREE OF DEBRIS AND TRASH, AND SUITABLE FOR

USE AS INTENDED. THE LANDSCAPE CONTRACTOR SHALL THEN REQUEST

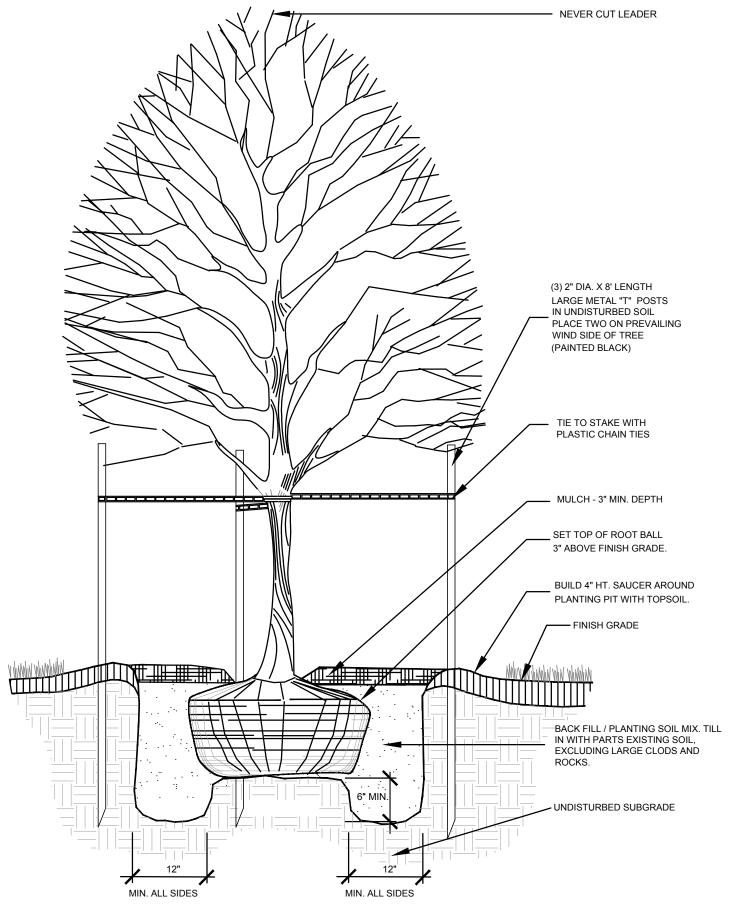
TO BE ACCEPTABLE. AT THAT TIME, A WRITTEN NOTICE OF FINAL

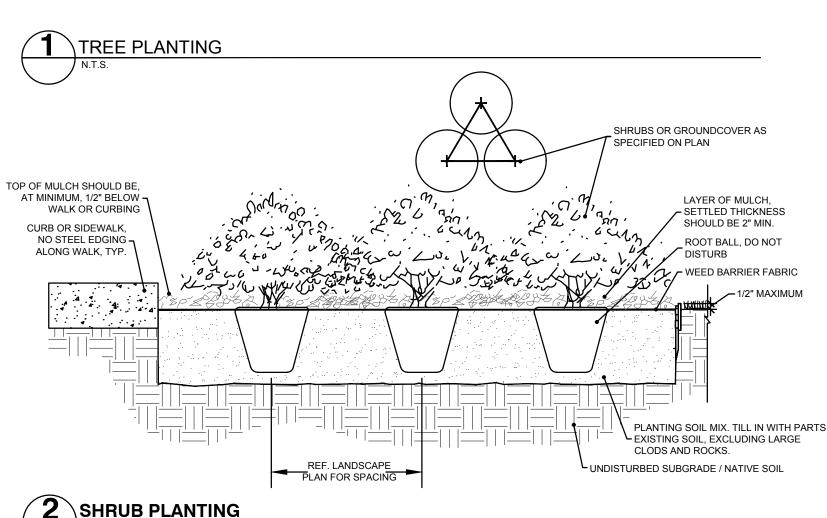
ACCEPTANCE WILL BE ISSUED BY THE OWNER, AND THE MAINTENANCE AND

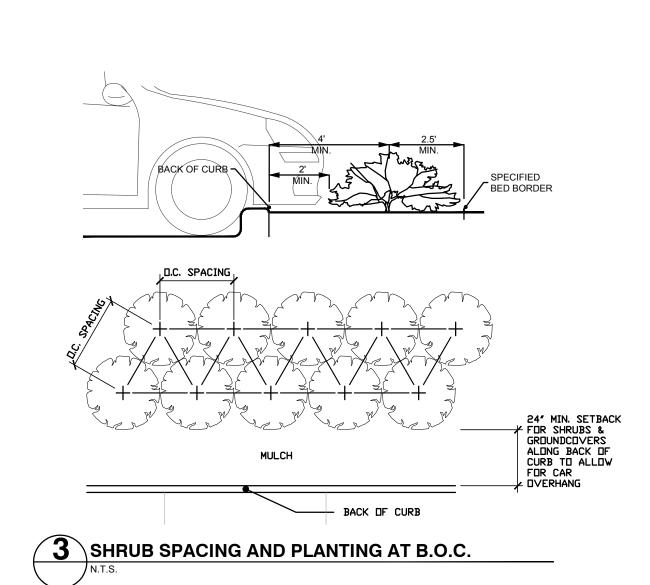
E. WHEN/IF THE INSPECTED PLANTING WORK DOES NOT COMPLY WITH THE CONTRACT DOCUMENTS, THE LANDSCAPE CONTRACTOR SHALL REPLACE AND/OR REPAIR THE REJECTED WORK TO THE OWNER'S SATISFACTION WITHIN 24 HOURS. F. THE LANDSCAPE MAINTENANCE PERIOD WILL NOT COMMENCE UNTIL THE LANDSCAPE WORK HAS BEEN RE-INSPECTED BY THE OWNER AND FOUND

AN INSPECTION BY THE OWNER TO DETERMINE FINAL ACCEPTABILITY.

GUARANTEE PERIODS WILL COMMENCE. END OF SECTION







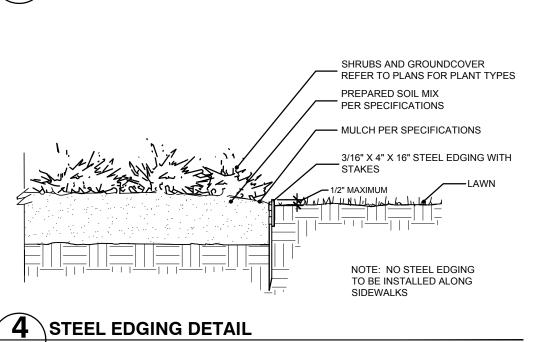
FORT WORTH HIGHWAY

LOCATION MAP

SARDNFR

INSPIRATION

OAKEY



AND **ECIFICATIONS** SS Д Ö

 $\exists \circ$

Aledo, Texas 76008 amanda@awr-designs.com e. 512.517.5589

OWNER SILVERADO ESA INC. P.O. BOX 839 WEATHERFORD, TX 76086 817-996-3010 TELE

DEVELOPER JONES/HUMMEL INVESTMENTS, LLC STEVE MEIER 500 CRESENT COURT SUITE 220 DALLAS, TX 75201

214-632-9611 TELE

ENGINEER VASQUEZ ENGINEERING, LLC JUAN J. VASQUEZ, P.E. 1919 S. SHILOH ROAD SUITE 440, LB 44 GARLAND, TEXAS 75042 972-278-2948 TELE

LANDSCAPE SPECIFICATIONS AND DETAILS

FIRESTONE

HUDSON OAKS BUSINESS PARK ADDITION 1.310 ACRES, 57,072 SF CITY OF HUDSON OAKS, PARKER COUNTY, TEXAS JULY 22, 2024

LOT 2, BLOCK

SHEET

City Council Meeting Staff Agenda Report



Consideration of Ordinance 2024-15, on a request for a specific use permit to allow for a "Drive-Thru Use" at 2761 I-20 on a 0.897 acre lot, Lot 6R3, Block 3, A.B. Cinema Development Addition, Hudson Oaks, Parker County, Texas

Meeting date:	Agenda Item #:	Action being considered:
August 22, 2024	E3	Ordinance 2024-15

Staff Recommendation:

Staff recommends denial of this request.

Prior Board or Council Action:

The Planning and Zoning Commission voted to recommended approval with a vote of 4-2 at the August 13, 2024 regular meeting.

Background Information/Analysis:

The request for a Specific Use Permit is located on the property east of Cheddars on the I-20 frontage road and is currently zoned General Commercial (GC). In Chapter 14, section 25.7 of the Code of Ordinance, a list of "Conditions of Permit of Approval" explains reasons why a Specific Use Request should not be recommended to City Council for approval. Specifically, items B states the following.

B. The proposed use as located and configured will contribute to or promote the general welfare and convenience of the city.

It is the opinion of city staff that the proposed Specific Use Request does not meet the requirements listed in Item B.

For the reason identified above, staff is recommended denial of this item.

Attachments:

DRAFT Ordinance Specific Use Permit Application

Staff Contact:

Hayden Brodowsky, City Administrator 682-229-2412 hayden.brodowsky@hudsonoaks.com

ORDINANCE NO. 2024-15

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF HUDSON OAKS, BY APPROVING A SPECIFIC USE PERMIT ON CERTAIN PROPERTY FOR A DRIVE THRU USE; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hudson Oaks, Texas is a Type A general law municipality located in Parker County, Texas created in accordance with the provisions of Chapter 6 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the Zoning Ordinance of the City of Hudson Oaks 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, the Zoning Ordinance of the City of Hudson Oaks requires the issuance of a Specific Use Permit for a Drive-Thru Use in a general commercial district in the City; and

WHEREAS, the owner of the property located at 2761 l-20 has filed an application for a Specific Use Permit to approve Drive Thru Use on the property; and

WHEREAS, the Planning and Zoning Commission of the City of Hudson Oaks, Texas held a public hearing on August 13, 2024, and the City Council of the City of Hudson Oaks, Texas, held a public hearing on August 22, 2024, with respect to the Specific Use Permit described herein; and

WHEREAS, the City has complied with all requirements of Chapter 211 of the Local Government Code, the Zoning Ordinance of the City of Hudson Oaks, and all other laws dealing with notice, publication, and procedural requirements for the approval of a Specific Use Permit on the property; and

WHEREAS, upon review of the application, and after such public hearing, the City Council finds that the Specific Use Permit should be granted, subject to the conditions imposed herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUDSON OAKS, TEXAS, THAT:

SECTION 1.

The Zoning Ordinance of the City of Hudson Oaks is hereby amended by granting a Specific Use Permit on the hereinafter described property:

Being a 0.897 acre lot, Lot 6R3, Block 3, A.B. Cinema Development Addition, Hudson Oaks, Parker County, Texas, commonly known as 2761 I-20, Hudson Oaks, Parker County, Texas.

A Specific Use Permit for a Drive-Thru Use, as more fully shown and described on the application and site plan attached hereto as Exhibit "A" and incorporated herein.

SECTION 2.

The City Council finds that that the information submitted by the applicant pursuant to the requirements of the Zoning Ordinance is sufficient to approve the Specific Use Permit in accordance with

the requirements hereof, subject to the following conditions:

[insert conditions]

SECTION 3.

The Specific Use Permit as herein established has been made in accordance with a comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the community.

SECTION 4.

The official map of the City of Hudson Oaks is amended, and the City Secretary is directed to revise the official zoning map to reflect the approved Specific Use Permit as set forth above.

SECTION 5.

The use of the property described above shall be subject to all restrictions, terms and conditions contained in this ordinance including the attached exhibits, as well as the applicable regulations contained in the Zoning Ordinance of the City of Hudson Oaks, and all other applicable and pertinent ordinances of the City of Hudson Oaks regulating Drive-Thru Uses.

SECTION 6.

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

SECTION 7.

It is hereby declared to be the intention of the City 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 City Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause or phrase.

SECTION 8.

Any person, firm or corporation who violates, disobeys, omits, neglects, or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00). Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 9.

All rights and remedies of the City of Hudson Oaks are expressly saved as to any and all violations of the provisions of the Zoning Ordinance 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 10.

The City Secretary of the City of Hudson Oaks is hereby directed to publish the caption, penalty clause, and effective date of this ordinance one time in the official newspaper of the City, as authorized by Section 52.011 of the Local Government Code. The City Secretary shall file or cause to be filed a true and correct copy of this Ordinance, and any amendments thereto, in the office of the County Clerk of Parker County, Texas.

SECTION 11.

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

	DAGGED AND ADDROVED as this could be as A as at 2004
	PASSED AND APPROVED on this 22 nd day of August, 2024.
	Tom Fitzpatrick, Mayor
Attest:	
Shallov	v Scazzero, City Secretary
Shelley	A SCAZZETO, City Secretary

EXHIBIT "A"



SPECIFIC USE PERMIT APPLICATION



I, THE UNDERSIGNED OWNER OF THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE CITY OF HUDSON OAKS, HEREBY MAKE APPLICATION FOR A SPECIFIC USE PERMIT ON THE PROPERTY AS DESCRIBED BELOW WHICH IS LOCATED IN THE GC ZONING DISTRICT **LEGAL DESCRIPTION:** LOT 6R3 , BLOCK 3 , A.B. CINEMA DEVELOPMENT ADDITION AS PLATTED IN THE CITY OF HUDSON OAKS. or TRACT OF THE SURVEY AS PER METES AND BOUNDS. (FIELD NOTES ATTACHED) or A PORTION OF LOT OR TRACT ___ _____, BLOCK _____, OF THE ADDITION OR SURVEY AS PER METES AND BOUNDS. (FIELD NOTES ATTACHED) ADDRESS OF PROPERTY: 2761 I-20, HUDSON OAKS, TX 76087 **TOTAL ACREAGE OF SITE(S):** 0.897 AC (39,080 SF) **REASON FOR REQUEST:** WE ARE REQUESTING A SPECIFIC USE PERMIT TO CONSTRUCT A SINGLE STORY FINANCIAL CENTER WITH A COVERED DRIVE-UP ATM CANOPY LOCATED ON THE EAST SIDE OF THE BUILDING. THE CANOPY WILL COVER (1) LANE FOR ATM SERVICE AND (1) LANE FOR VEHICULAR BYPASS. OWNER SIGNATURE: PRINTED NAME: Sean Liggett (JLL) 7105 Corporate Dr. ADDRESS: CITY, STATE, ZIP: Plano, TX 75024 **PHONE NUMBER:** 469-588-7610 **APPLICATION FEES** 0-1 ACRE \$125.00 OVER 1 TO 5 ACRES \$250.00 **OVER 5 TO 25 ACRES** \$500.00 **OVER 25 ACRES** \$500.00 plus \$10.00/ACRE OVER 25 ACRES

(OFFICE US	SE ONLY)	
RECEIVED BY:	DATE:	TIME:
FEE: \$	DATE PAID:	RECEIPT #:



Crestview Real Estate, LLC 12720 Hillcrest Rd, Suite 650 Dallas, TX 75230 P: 214.343.4477 | F: 214.340.2029 www.crestviewcompanies.com

LETTER OF AUTHORIZATION

I, Tim Thompson, hereby designate the individual and their described position below, authorization to
sign for any and all documents necessary to secure permits in Hudson Oaks, Texas, regarding the
property located at Lot 6R3, Block 3, A.B. Cinema Development Addition as platted in the City of Hudson
Oaks.

Authorized Representative & Position: Sean Liggett, Senior Director

Company: Jones Lang LaSalle Americas, Inc.

Contact Number: (469) 588-7610

Effective Date of Authorization: 07/16/2024

This authorization includes signatory authority for the aforementioned property, on behalf of TCG Hudson Oaks Investors, LLC, to secure specific use permits (S.U.P), building permit applications, and any other documents relating to the permitted development and construction of the site.

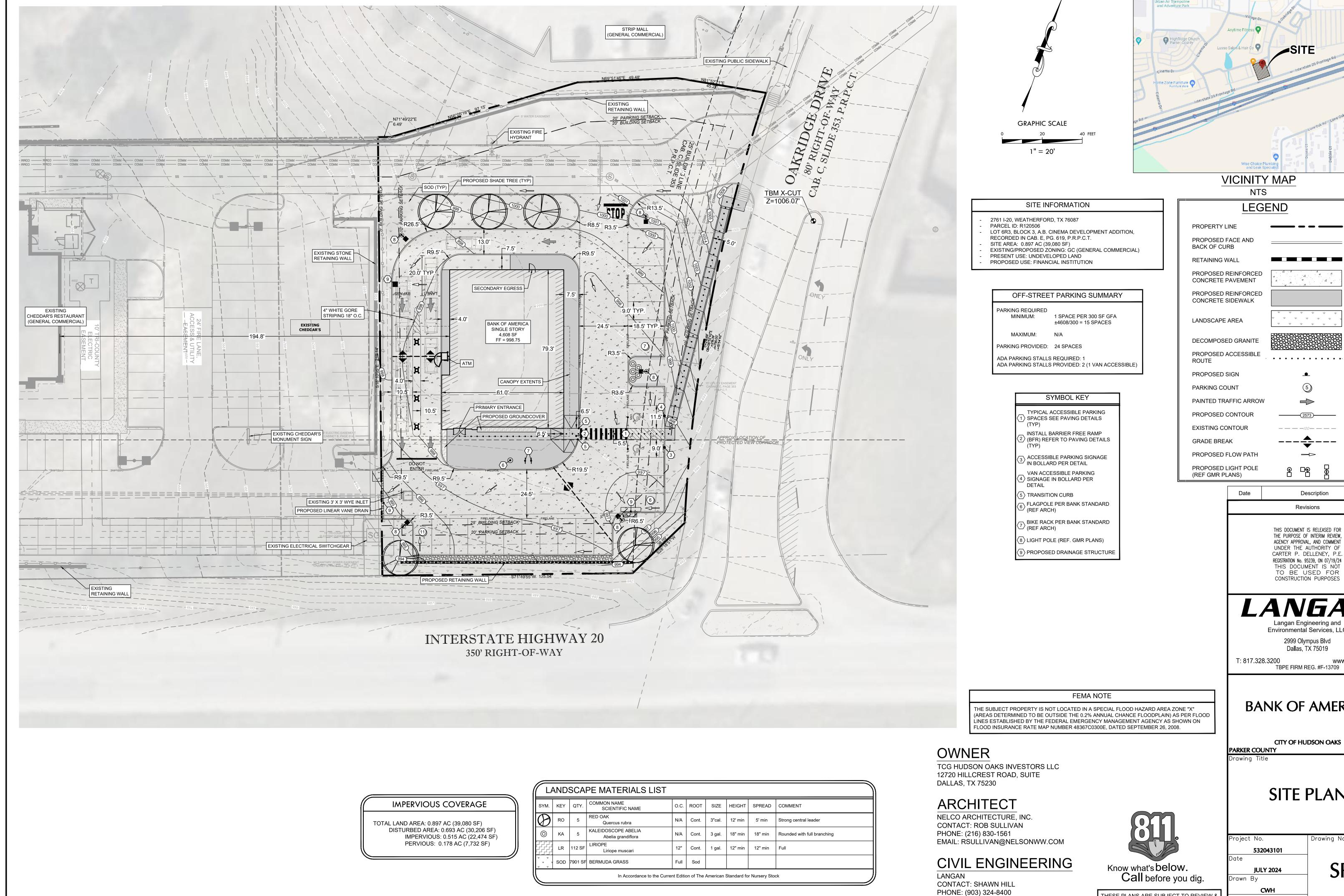
Responsible Official & Title: Tim Thompson, Member

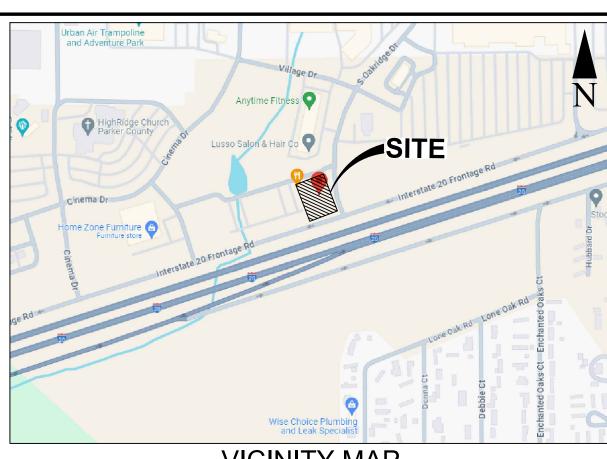
Company: TCG Hudson Oaks Investors, LLC

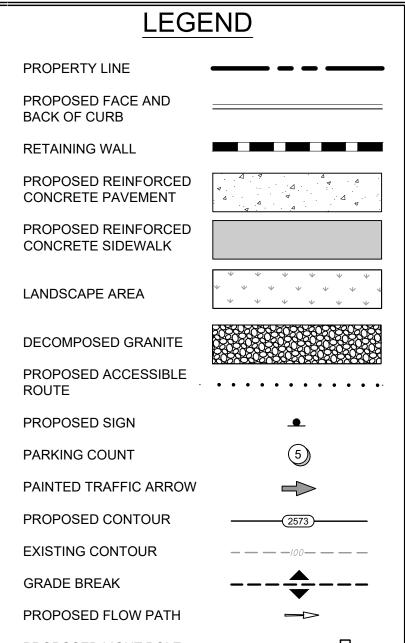
Contact Number: (214) 365-4632

Signature of Responsible Official:

ato: 4/15/24







TO BE USED FOR CONSTRUCTION PURPOSES LANGAN

Langan Engineering and Environmental Services, LLC 2999 Olympus Blvd Dallas, TX 75019

www.langan.com

BANK OF AMERICA

CITY OF HUDSON OAKS

SITE PLAN

THESE PLANS ARE SUBJECT TO REVIEW & APPROVAL BY JURISDICTIONAL ENTITIES.

EMAIL: SHILL@LANGAN.COM

Drawing No. SP-1 **CWH** Checked By

CONSTRUCTION PLAN NOTES:

- A. ALL PARTITIONS TO BE TYPE "A1", UNLESS OTHERWISE NOTED. REFER TO SHEET A12.01 FOR PARTITION TYPES.
- B. UNLESS OTHERWISE NOTED, LOCATE HINGE SIDE OF ALL DOORS 6" FROM ADJACENT PERPENDICULAR PARTITION.
- CONTRACTOR SHALL PROVIDE BLOCKING FOR ALL EQUIPMENT AND ACCESSORIES MOUNTED ON WALLS.
- D. DIMENSIONS PROVIDED ARE SHOWN FROM FACE OF FINISH TO FACE OF FINISH UNLESS OTHERWISE NOTED.
- ALLSTEEL OFFICE FRONT SYSTEM: DFC-1A ASPECT. ORDERED BY GC. FURNISHED AND INSTALLED BY BANK VENDOR

CONSTRUCTION KEY NOTES:

- TACTILE EXIT SIGNAGE. SEE 9/A00.41
- APPROXIMATE LOCATION OF KNOX BOX. COORDINATE WITH LOCAL FIRE AUTHORITY FOR FINAL LOCATION.
- LADDER TO ROOF HATCH SEE DETAIL ON SHEET A09.30.
- ROOF HATCH ABOVE SEE DETAIL ON SHEET A09.30. PROVIDE BLOCKING IN WALL AS REQUIRED FOR LOCKERS.
- COORDINATE WITH VENDOR.
- PROVIDE FIRE RATED 3/4" PLYWOOD BACKBOARD AT WALLS AS INDICATED, INSTALLED TO 8'-0" ABOVE FINISH FLOOR. ALL WALL POWER/DATA OUTLETS SHALL BE RECESSED AND FLUSH WITH THE PLYWOOD PANELS. SEE INTERIOR ELEVATIONS SHEET A08.07
- 85" DISPLAY MEDIA MONITOR . SEE ELECTRICAL FOR MORE INFORMATION. COORDINATE WITH ELECTRICAL DRAWINGS AND TECHNOLOGY VENDOR. REFER TO INSTALLATION INSTRUCTIONS AND PROVIDE BLOCKING IN WALL AS REQUIRED.
- **FLAGPOLE** NO WATER PIPING SHALL BE ROUTED THROUGH OR OVERHEAD
- THIS ROOM.
- 10. LOCATION OF ROLLING TRASH CONTAINER. 11. LOCATION OF MOP BUCKET.
- 12. PROVIDE MECHO-SHADES. SHADES SHALL NOT BE PERMITTED TO

CLOSE MORE THAN 5'-0" ABOVE FINISH FLOOR.

NOT IN CONTRACT (NIC)

NEW PARTITION (SEE SCHEDULE)

NEW PARTITION WITH PLY BLOCKING NEW PARTITION WITH KEVLAR

REINFORCMENT

ROOM NAME ROOM NUMBER

DOOR NUMBER (SEE SCHEDULE)

ELEVATION DATUM POINT

ALIGN SURFACES

- MILLWORK SCHEDULE TAG

FIRE EXTINGUISHER CABINET

NEW SWING DOOR WITH DOOR TYPE. (SEE <u>DOOR SCHEDULE</u>)

EXTERIOR ELEVATION INDICATOR

ROW ON ELEVATION SHEET WHERE SHOWN - DIRECTION OF ELEVATION VIEW SHEET WHERE SHOWN

- DESCRIPTION OF SIMILAR OR OPPOSITE - DETAIL NUMBER AREA TO BE DETAILED

INTERIOR ELEVATION INDICATION

LOCATION ON ROW WHERE SHOWN ROW ON ELEVATION SHEET WHERE SHOWN DIRECTION OF ELEVATION SHEET WHERE SHOWN

- DIRECTION OF SECTION/ELEVATION - SHEET WHERE SHOWN

NELSON

Nelco Architecture, Inc.

6000 Lombardo Center Suite #500 Cleveland, OH 44131 Phone: (216) 781-9144 WWW.NELSONWORLDWIDE.COM

JLL

Attn: Sean Liggett Tel: 469.588.7610 E: sean.liggett@jll.com

Nelco Architecture, Inc.

NELSON

AOR Contact: Robert Sullivan Tel: 216.830.1561 Email: rsullivan@nelsonww.com

Civil:

Langan Attn: Ben Henry Tel: 817.328.3217 Email: bhenry@langan.com

Structural:

Attn: Andrew Cott Tel: 212.401.6344

MEP:

Schmidt & Stacy Attn: Tucker Reed Tel: 214.874.0200 Email: treed@schmidt-stacy.com

Email: Andrew.Cott@kpff.com

No: Date: IF Schematic Design Final 03/12/2024 IF COE Package IF DD Review 05/17/2024 IF DD Final 05/31/2024 IF CD 90 07/19/2024 IF SUP Application 07/19/2024

BANK OF AMERICA

TX2-435 - Hudson Oaks TX2-435

E Interstate 20 Hudson Oaks, TX 76087 PROPERTY ID: TX2-435 NSRP VERSION: 1-2024 **BULLETIN:**

1.0

CONSTRUCTION PLAN

CONSTRUCTION PLAN
1/4" = 1'-0"

EXTERIOR FINISH SCHEDULE:

STUCCO/PLASTER

7/8" PAREX ARMOURWALL 300 STUCCO ASSEMBLY; BENJAMIN MOORE: CHARCOAL SLATE FLAT

5/8" PAREX ARMOURWALL 300 STUCCO ASSEMBLY; BENJAMIN MOORE: STORM MONDAY 2112-50

STUCCO ACCESSORIES

NARROW CHANNEL SCREED AS SPECIFIED; PAINT TO MATCH STUCCO FINISH COLOR

SOFFIT VENT CHANNEL SCREED AS SPECIFIED; COLOR TO MATCH STUCCO FINISH CONTROL JOINT; PAINT TO MATCH STUCCO FINISH COLOR

ALUMINUM COMPOSITE METAL PANEL (B.O.D. - CITADEL)

CITADEL ENVELOPE 2000 RAINSCREEN (RS); CLEAR ANODIZED SATIN

APPROVED ACM ALTERNATE:

EPS-1A ARCONIC, REYNOBOND EC-200 DRY JOINT SYSTEM; CLEAR ANODIZED SATIN

EXTERIOR WALL TILE (CROSSVILLE, INC.)

PORCELAIN STONE TILE, SPEAKEASY - 6"X36"; BANK ROLL GROUT TO MATCH TILE FOR MONOLITHIC LOOK - SUBMIT SAMPLES TO ARCHITECT FROM MANUFACTURER'S FULL COLOR LINE

MANUFACTURED STONE VENEER (B.O.D. - CORONADO STONE)

BANK OF AMERICA

CORONADO CLASSIC SERIES SMOOTH LIMESTONE; COLOR - WHITE SANDS GROUT COLOR TO MATCH LIMESTONE PANEL FOR A MONOLITHIC LOOK - SUBMIT SAMPLES TO ARCHITECT FROM MANUFACTURER'S FULL COLOR LINE

METAL COPING CAP

MC-1 PRE-FINISHED METAL COPING CAP; COLOR TO MATCH ST-1

EXTERIOR GLAZING

GL-2 1" TEMPERED INSULATED GLAZING AS SPECIFIED

ALUMINUM GLAZING FRAME

AF-2 ALUMINUM STOREFRONT SYSTEM; CLEAR ANODIZED ALUMINUM FINISH

EXTERIOR PAINT

EXPT-1 EXTERIOR PAINT; BENJAMIN MOORE: CHARCOAL SLATE FLAT

EXTERIOR SEALANT COLOR

GLAZING AT EXTERIOR STOREFRONT BLACK METAL PANEL TO METAL PANEL MATCH CLIP WINDOW FRAME/STOREFRONT TO STUCCO MATCH FRAME WINDOW FRAME/STOREFRONT TO METAL PANEL MATCH FRAME MATCH STUCCO METAL PANEL TO STUCCO

MC-1

FLASHING BASE

BRAKE METAL BASE AT PT-3 - COLOR TO MATCH PT-3

BRAKE METAL BASE AT ST-1 - COLOR TO MATCH ST-1

BRAKE METAL BASE AT TL-1 - COLOR TO MATCH TL-1

EXTERIOR GENERAL NOTES:

- CONTRACTOR TO COORDINATE ELECTRICAL SERVICE FOR WALL MOUNTED SIGNS WITH OWNER. SIGN VENDOR TO DETERMINE EXACT MOUNTING LOCATION(S).
- SIGNAGE SHOWN FOR REFERENCE ONLY TO BE COVERED UNDER SEPARATE
- DESIGN AND PERMIT BY OWNER VENDOR. REFER TO A12.11 FOR ENTRANCE DOOR HARDWARE WIRING DIAGRAM.
- REFER TO DETAIL SHEETS FOR TYPICAL WINDOW FLASHING DETAILS.

EXTERIOR KEY NOTES: \bigcirc

- EPS-1

T/PARAPET 2 20' - 9"

T<u>/PARAPET 1</u> 17' - 9"

T/CANOPY 12' - 6"

B/CANOPY 10' - 6"

T/GLAZING 8' - 6"

B/GLAZING 6' - 6"

LEVEL 1

- BANK OF AMERICA SIGN BY OWNER. COORDINATE SIGNAGE LOCATIONS AND POWER REQUIREMENTS WITH VENDOR. SIGN SHALL BE PERMITTED UNDER SEPARATE COVER.
- PROVIDE END FLASHING AND SEALANT AT PARAPET FACE AND ADJACENT CAP.
- 30' GROUND MOUNTED FLAG POLE PROVIDED BY CONTRACTOR. FLAG IS FURNISHED BY OWNER AND INSTALLED BY CONTRACTOR.
- 4. LIGHT FIXTURE MOUNTED ON TOP OF FLAG POLE. SEE ELECTRICAL
- DRAWINGS FOR MORE INFORMATION.
- EXTERIOR SECURITY CAMERA. COORDINATE LOCATIONS AND TYPE WITH SECURITY VENDOR.
- GC TO COORDINATE WITH LOCAL FIRE AUTHORITY FOR MOUNTING HEIGHT
- AND LOCATION OF THE KNOX BOX.

Civil: Langan Attn: Ben Henry Tel: 817.328.3217 Email: bhenry@langan.com

NELSON

6000 Lombardo Center Suite #500

WWW.NELSONWORLDWIDE.COM

Nelco Architecture, Inc.

Cleveland, OH 44131 Phone: (216) 781-9144

Attn: Sean Liggett

Tel: 469.588.7610

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Nelco Architecture, Inc.

AOR Contact: Robert Sullivan

Email: rsullivan@nelsonww.com

Structural:

Attn: Andrew Cott Tel: 212.401.6344 Email: Andrew.Cott@kpff.com

MEP: Schmidt & Stacy Attn: Tucker Reed

Tel: 214.874.0200

No: Date: 03/12/2024

Email: treed@schmidt-stacy.com

IF Schematic Design Final IF COE Package IF DD Review 05/17/2024 IF DD Final IF CD 90 05/31/2024 07/19/2024 IF SUP Application 07/19/2024

BANK OF AMERICA 🧼

TX2-435 E Interstate 20 Hudson Oaks, TX 76087

PROPERTY ID: NSRP VERSION:

EXTERIOR ELEVATIONS

TX2-435

1.0

TX2-435 - Hudson Oaks

1-2024 **BULLETIN:**

Project No: 23.0003918.000

A09.01

EAST ELEVATION

1/4" = 1'-0"

EPS-1

PT-3 ---

T/CANOPY 12' - 6"

B/CANOPY 10' - 6"

T/GLAZING 8' - 6"

LEVEL 1

ST-1 — BEYOND

ST-1 -

EPS-1

ST-1 — BEYOND

TL-1 ----

SOUTH ELEVATION

1/4" = 1'-0"

6 5

SA-2

____ SS-3

BANK OF AMERICA

SA-2

EXTERIOR FINISH SCHEDULE:

STUCCO/PLASTER

7/8" PAREX ARMOURWALL 300 STUCCO ASSEMBLY; BENJAMIN MOORE: CHARCOAL SLATE FLAT 5/8" PAREX ARMOURWALL 300 STUCCO ASSEMBLY; BENJAMIN MOORE: STORM MONDAY 2112-50

STUCCO ACCESSORIES

- NARROW CHANNEL SCREED AS SPECIFIED; PAINT TO MATCH STUCCO FINISH COLOR
- SOFFIT VENT CHANNEL SCREED AS SPECIFIED; COLOR TO MATCH STUCCO FINISH
- CONTROL JOINT; PAINT TO MATCH STUCCO FINISH COLOR

ALUMINUM COMPOSITE METAL PANEL (B.O.D. - CITADEL)

CITADEL ENVELOPE 2000 RAINSCREEN (RS); CLEAR ANODIZED SATIN

APPROVED ACM ALTERNATE:

SA-2

SA-2

__ SS-1

SA-2

SA-2

NORTH ELEVATION

1/4" = 1'-0"

EPS-1A ARCONIC, REYNOBOND EC-200 DRY JOINT SYSTEM; CLEAR ANODIZED SATIN

EXTERIOR WALL TILE (CROSSVILLE, INC.)

PORCELAIN STONE TILE, SPEAKEASY - 6"X36"; BANK ROLL GROUT TO MATCH TILE FOR MONOLITHIC LOOK - SUBMIT SAMPLES TO ARCHITECT FROM MANUFACTURER'S FULL COLOR LINE

MANUFACTURED STONE VENEER (B.O.D. - CORONADO STONE)

CORONADO CLASSIC SERIES SMOOTH LIMESTONE; COLOR - WHITE SANDS GROUT COLOR TO MATCH LIMESTONE PANEL FOR A MONOLITHIC LOOK - SUBMIT SAMPLES TO ARCHITECT FROM MANUFACTURER'S FULL COLOR LINE

BANKOFAMERICA

EXPT-1

METAL COPING CAP

MC-1 PRE-FINISHED METAL COPING CAP; COLOR TO MATCH ST-1

EXTERIOR GLAZING

GL-2 1" TEMPERED INSULATED GLAZING AS SPECIFIED

ALUMINUM GLAZING FRAME

AF-2 ALUMINUM STOREFRONT SYSTEM; CLEAR ANODIZED ALUMINUM FINISH

EXTERIOR PAINT

EXPT-1 EXTERIOR PAINT; BENJAMIN MOORE: CHARCOAL SLATE FLAT

EXTERIOR SEALANT COLOR

GLAZING AT EXTERIOR STOREFRONT BLACK MATCH CLIP METAL PANEL TO METAL PANEL WINDOW FRAME/STOREFRONT TO STUCCO MATCH FRAME WINDOW FRAME/STOREFRONT TO METAL PANEL MATCH FRAME MATCH STUCCO METAL PANEL TO STUCCO

ST-1 BEYOND

ST-1

ST-1 BEYOND

─ SS-2 BEYOND

BANKOFAMERICA

DAY-1 ATM

FLASHING BASE

SA-2

SA-2

BRAKE METAL BASE AT PT-3 - COLOR TO MATCH PT-3 BRAKE METAL BASE AT ST-1 - COLOR TO MATCH ST-1

BRAKE METAL BASE AT TL-1 - COLOR TO MATCH TL-1

EXTERIOR GENERAL NOTES:

- CONTRACTOR TO COORDINATE ELECTRICAL SERVICE FOR WALL MOUNTED SIGNS WITH OWNER. SIGN VENDOR TO DETERMINE EXACT MOUNTING LOCATION(S).
- SIGNAGE SHOWN FOR REFERENCE ONLY TO BE COVERED UNDER SEPARATE
- DESIGN AND PERMIT BY OWNER VENDOR. REFER TO A12.11 FOR ENTRANCE DOOR HARDWARE WIRING DIAGRAM.
- REFER TO DETAIL SHEETS FOR TYPICAL WINDOW FLASHING DETAILS.

EXTERIOR KEY NOTES: \bigcirc

- BANK OF AMERICA SIGN BY OWNER. COORDINATE SIGNAGE LOCATIONS AND POWER REQUIREMENTS WITH VENDOR. SIGN SHALL BE PERMITTED UNDER SEPARATE COVER.
- PROVIDE END FLASHING AND SEALANT AT PARAPET FACE AND ADJACENT CAP. 30' GROUND MOUNTED FLAG POLE - PROVIDED BY CONTRACTOR. FLAG IS
- FURNISHED BY OWNER AND INSTALLED BY CONTRACTOR. 4. LIGHT FIXTURE MOUNTED ON TOP OF FLAG POLE. SEE ELECTRICAL

T/CANOPY 12' - 6"

B/CANOPY 10' - 6"

LEVEL 1

T/PARAPET 2 20' - 9"

T/PARAPET 1 17' - 9"

T/CANOPY 12' - 6"

B/CANOPY 10' - 6"

T/GLAZING 8' - 6"

B/GLAZING 6' - 6"

EPS-1

BOLLARD

- DRAWINGS FOR MORE INFORMATION. EXTERIOR SECURITY CAMERA. COORDINATE LOCATIONS AND TYPE WITH
- SECURITY VENDOR.

GC TO COORDINATE WITH LOCAL FIRE AUTHORITY FOR MOUNTING HEIGHT AND LOCATION OF THE KNOX BOX.

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No: Date: IF Schematic Design Final 03/12/2024 IF COE Package IF DD Review 05/17/2024 IF DD Final 05/31/2024 IF CD 90

07/19/2024

07/19/2024

TX2-435

1-2024

1.0

BANK OF AMERICA TX2-435 - Hudson Oaks

TX2-435 E Interstate 20 Hudson Oaks, TX 76087

IF SUP Application

PROPERTY ID: NSRP VERSION: **BULLETIN:**

EXTERIOR ELEVATIONS

4 WEST ELEVATION 1/4" = 1'-0"

ST-1 -

Project No: 23.0003918.000



EXTERIOR LIGHTING DESIGN

TX2-435 E Interstate 20, Hudson Oaks, TX 76087

DRAWING INDEX:

FIXTURE

COUNT

ADD NEW FIXTURE

- COVER SHEET

J-1 GENERAL NOTES

LU-2 LUMINAIRE SCHEDULE

LU-3 OVERALL SITE PLAN

.U-4 FULL SITE PHOTOMETRICS PLAN AT GRADE

LU-5 FIXTURE REMOVAL PLAN

LU-6 DIMENSIONING PLAN

LU-7 LANDSCAPING PLAN

LU-8 ATM COMPLIANCE AREA PHOTOMETRICS PLAN - FOR BANK USE ONLY

LU-9 ELEVATIONS



VICINITY MAP

V1 240627



CONTRACTOR RESPONSIBILITY NOTES:

- CONTRACTOR SHALL BE RESPONSIBLE FOR PERMITTING, INCLUDING COORDINATION WITH THE LOCAL JURISDICTION AND ANY ASSOCIATED PERMIT FEES OR PROCESSING. CONTRACTOR SHALL NOTIFY GMR UPON RECEIPT OF PERMIT.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITTING DOCUMENTS THAT ARE NOT INCLUDED IN THE LIGHTING DESIGN PACKAGE. THESE INCLUDE, BUT ARE NOT LIMITED TO, STAMPED ELECTRICAL DRAWINGS, STAMPED POLE BASE DRAWINGS, AND PROFESSIONAL SURVEYS.
- 3. SHOULD STAMPED PHOTOMETRIC DRAWINGS BE REQUIRED, CONTRACTOR SHALL ENGAGE LOCAL ENGINEER OR LIGHTING DESIGNER AS REQUIRED TO PROVIDE STAMP ON GMR PHOTOMETRIC DESIGN DOCUMENTS.
- 4. CONTRACTOR SHALL PROVIDE THE BANKING CENTER NOTIFICATION AT LEAST ONE WEEK IN ADVANCE OF VISITING SITES OR STARTING WORK.
- 5. CONTRACTOR SHALL VERIFY VOLTAGE REQUIREMENTS FOR FIXTURES PRIOR TO PLACEMENT OF FIXTURE ORDERS.
- 6. CONTRACTOR TO VERIFY LIGHTING CONTROLS PRIOR TO BEGINNING CONSTRUCTION. SEE LIGHTING CONTROL NOTES.
- 7. CONTRACTOR SHALL RECEIVE FORMAL APPROVAL FROM GMR ON ANY FIXTURE MODIFICATIONS OR VARIATIONS FROM THE LUMINAIRE SCHEDULE.
- 8. CONTRACTOR SHALL VERIFY EXISTING AND PROPOSED FIXTURE MOUNTING CONDITIONS IN FIELD. ANY SPECIAL MOUNTING HARDWARE NEEDED FOR PROPOSED FIXTURES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- FIXTURES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

 9. CONTRACTOR SHALL SUPPLY ALL NEW LIGHT POLES. NEW LIGHT POLES SHALL MATCH EXISTING CONDITIONS ON SITE FOR POLE TYPE AND PAINT COLOR.
- 10. CONTRACTOR SHALL ORDER ALL FIXTURES FROM BORDER STATES IN ACCORDANCE WITH BANK OF AMERICA NATIONAL ACCOUNT. CONTACT NATIONAL ACCOUNT QUOTES DEPARTMENT AT BOA@BORDERSTATES.COM OR 704-372-3040.
- 11. CONTRACTOR SHALL PERFORM ALL NECESSARY PATCHING OR REPAINTING FOR ADDED, REMOVED, OR REPLACED FIXTURES.
- 12. CONTRACTOR SHALL REPAIR ANY DISTURBED AREAS BACK TO EXISTING CONDITION INCLUDING PAVED AREAS, LANDSCAPED AREAS, ETC.
- 13. CONTRACTOR SHALL VERIFY AND DOCUMENT COMPLETED WORK DURING NIGHT HOURS. ALL FIXTURES MUST BE FUNCTIONAL DURING NIGHT HOURS PRIOR TO SCHEDULING A FINAL SURVEY WITH GMR.
- 14. CONTRACTOR SHALL PROVIDE BEFORE AND AFTER NIGHT TIME PHOTOS OF THE SITE.
- 15. CONTRACTOR SHALL RECEIVE A PUNCHLIST FROM GMR UPON FINAL SURVEY FOR ANY REMAINING ITEMS TO BE COMPLETED.

CONTROLS & ADDITIONAL NOTES:

LIGHTING CONTROL NOTES:

THE CONTRACTOR SHALL VERIFY THE CONTROLS FOR ALL EXTERIOR LIGHTING AND ATM/AHD INTERIOR LOBBIES ON THE SITE (EXCLUDING SIGNAGE) AND ADJUST ACCORDING TO THE FOLLOWING:

• IC3 CONTROL:

CONTRACTOR SHALL VERIFY THAT EXTERIOR LIGHTING CIRCUITS ARE CONTROLLED BY THE CORRECT IC3 CIRCUIT. WHERE EXTERIOR LIGHTING IS INCLUDED ON CONTROL CIRCUITS FOR INTERIOR SYSTEMS, INTERIOR LIGHTING, OR EXTERIOR SIGNAGE, CONTRACTOR SHALL ADJUST EXTERIOR LIGHTING TO THE CORRECT CONTROL CIRCUIT AS REQUIRED.

• PHOTOCELL CONTROL:

CONTRACTOR SHALL REPLACE EXISTING PHOTOCELLS WITH NEW AND INSTALL IN A LOCATION BEST SUITED TO PROVIDE APPROPRIATE LIGHT EXPOSURE SUCH THAT EXTERIOR LIGHTS ARE ON DURING DARKNESS.

TIME CLOCK CONTROL

CONTRACTOR SHALL VERIFY LOCATION OF TIME CLOCK. IF TIME CLOCK IS IN ELECTRICAL ROOM ALONG WITH IC3 CONTROLS, CONTRACTOR SHALL ADJUST CIRCUIT TO BE CONTROLLED BY IC3 EXTERIOR LIGHTING CONTROLS. IF TIME CLOCK IS IN A REMOTE LOCATION NOT IN CLOSE PROXIMITY TO THE IC3 CONTROLS, CONTRACTOR SHALL VERIFY TIME CLOCK IS SET PROPERLY AND LEAVE CIRCUIT ON TIME CLOCK CONTROL.

MANUAL CONTROL:

CONTRACTOR SHALL VERIFY THAT NO EXTERIOR LIGHTING IS CONTROLLED MANUALLY. IF ANY EXTERIOR LIGHTING IS ON A MANUALLY CONTROLLED CIRCUIT, CONTRACTOR SHALL ADJUST TO BE CONTROLLED BY PHOTOCELL OR IC3, WHICHEVER IS MOST ECONOMICALLY ACCOMPLISHED.

ADDITIONAL CONTRACTOR NOTES:

CONSTRUCTION COMPLETION VERIFICATION

UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL PROVIDE VERIFICATION IN WRITING TO THE BANK OF AMERICA PJM THAT ALL WORK IS COMPLETE ACCORDING TO THE CONSTRUCTION DOCUMENTS, AND THAT ALL EXTERIOR LIGHTING IS FUNCTIONING DURING NIGHTTIME HOURS. COMPLETION PHOTOS, TAKEN AT NIGHT, SHALL BE PROVIDED IN THE FOLLOWING FORMAT:

PROVIDE A SINGLE DOCUMENT CONTAINING THE FOLLOWING:

- SITE PHOTOS FROM ALL SIDES OF BUILDING
- MINIMUM OF 3 PHOTOS OF EACH COMPLIANCE AREA (ATM(S), AFTER-HOUR DEPOSITORIES, ASSOCIATE ENTRY) FROM DIFFERENT ANGLES
- MINIMUM OF 2 PHOTOS OF ALL NON-COMPLIANCE AREAS FROM DIFFERENT ANGLES

FIXTURE CLARIFICATION NOTES:

- OUT OF SCOPE EXISTING FIXTURES TO REMAIN ON SITE WITHOUT MODIFICATION. NO ACTION REQUIRED UNLESS NOTED OTHERWISE.
- 2. <u>REMOVE AND PATCH</u> EXISTING FIXTURES TO BE FULLY REMOVED AND ANY PAINTING,

PATCHING OR ELECTRICAL WORK NEEDED IS TO BE ASSESSED AND PERFORMED BY CONTRACTOR.

- 3. REPLACE EXISTING FIXTURE EXISTING FIXTURE TO BE FULLY REMOVED AND REPLACED IN THE SAME LOCATION WITH A NEW FIXTURE. CONTRACTOR TO VERIFY IF POLE AND/OR POLE BASE IS SUFFICIENT FOR THE NEW FIXTURES. ANY PAINTING, PATCHING OR ELECTRICAL WORK NEEDED IS TO BE ASSESSED AND PERFORMED BY CONTRACTOR.
- 4. <u>ADD NEW FIXTURE</u> NEW FIXTURES TO BE ADDED. ANY PAINTING, PATCHING OR ELECTRICAL WORK NEEDED TO BE ASSESSED AND PERFORMED BY CONTRACTOR
- 5. <u>ADD NEW POLE & FIXTURE</u> A NEW POLE AND FIXTURE TO BE ADDED. CONTRACTOR TO SPECIFY POLE TO MATCH EXISTING STYLE AND COLOR AND, IF NOT PROVIDED, POLE BASE DATA FOR NEW POLE LOCATIONS. CONTRACTOR TO VERIFY IF POLE AND POLE BASE IS SUFFICIENT FOR THE HEIGHT, LOCATION AND FIXTURE SPECIFIED.
- 6. GMR DOES NOT SPECIFY MOUNTING HARDWARE FOR ANY SPECIFIED FIXTURES.
 CONTRACTOR IS TO WORK WITH DISTRIBUTOR AND/OR MANUFACTURER ON A CASE
 BY CASE BASIS TO IDENTIFY AND ORDER REQUIRED MOUNTING HARDWARE.
- CONTRACTOR TO VERIFY WHETHER EXISTING WIRING LOCATIONS OR THE ADDITION OF WIRING FOR NEW FIXTURE LOCATIONS IS SUFFICIENT FOR THE DESIGNATED FIXTURE LOCATION.
- 8. CONTRACTOR TO SPECIFY POLE COLOR AND TYPE PRIOR TO ORDERING.
 9. ALL FIXTURES ARE ASSUMED BRONZE IN COLOR UNLESS NOTED OTHERWISE IN THE LUMINAIRE SCHEDULE. CONTRACTOR TO CONFIRM PRIOR TO ORDERING.

GENERAL NOTES:

- 1. EXISTING CONDITIONS SHOWN ON THE DRAWINGS ARE BASED ON A LIMITED AMOUNT OF INFORMATION AVAILABLE TO THE ENGINEER. ALL SUCH CONDITIONS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO SUBMITTING THE BID AND ADJUSTED IF NECESSARY. NO ADDITIONAL COMPENSATION SHALL BE GRANTED AFTER AWARDING A BID FOR ANY EQUIPMENT, MATERIAL OR
- LABOR REQUIRED TO REWORK OR OTHERWISE MODIFY EXISTING CONDITIONS.

 THIS LIGHTING DESIGN IS BASED ON A COMBINATION OF STATE STANDARDS,
 THE BANK'S CURRENT SECURITY POLICY FOR EXTERIOR ATM AND AFTER-HOUR
 DEPOSITORIES AND BANK GUIDELINES FOR NON-SECURITY COMPLIANCE ZONES.
- TRIM ALL TREES/LANDSCAPING TO MINIMIZE IMPEDING LIGHT FROM ANY LIGHT FIXTURES THAT IMPACT THE 60' RADIUS AROUND ALL ATMS AND A RADIUS OF 50' AROUND ALL AFTER-HOUR DEPOSITORIES. CONSIDERATION MUST BE GIVEN TO TREES/LANDSCAPING IN A STATE OF FULL FOLIAGE/BLOOM AND FUTURE GROWTH. ALL LANDSCAPING WORK WILL BE PERFORMED BY OTHERS WITH A SEPARATE PERMIT (IF REQUIRED).
- 4. ALL MOUNTING HEIGHTS ARE INTENDED TO THE BOTTOM OF THE FIXTURE.
- 5. CONTRACTOR TO FIELD VERIFY FIXTURE PLACEMENT DIMENSIONS PRIOR TO CONSTRUCTION.
 6. DIMENSIONING PROVIDED IS FOR PROPOSED FIXTURE LOCATIONS ONLY, UNLESS
- OTHERWISE NOTED ON THE DRAWING.
- 7. THE CONTRACTOR SHALL ATTEMPT TO ELIMINATE THE USE OF EXPOSED CONDUIT WHERE POSSIBLE. IF EXPOSED CONDUIT IS NECESSARY, THE CONTRACTOR SHALL VERIFY USE WITH PROJECT MANAGER.
- 8. ALL EXISTING LIGHTS WILL BE REPLACED WITH LED LIGHTS AND ALL PROPOSED LIGHTS WILL ALSO BE LED, UNLESS OTHERWISE NOTED.

THIS LIGHTING PLAN ILLUSTRATES ILLUMINATE LEVELS CALCULATED FROM

METHODS. ACTUAL SITE ILLUMINATION LEVELS AND PERFORMANCE OF

LABORATORY DATA UNDER CONTROLLED CONDITIONS IN ACCORDANCE WITH

LUMINAIRES MAY VARY DUE TO VARIATIONS IN WEATHER, ELECTRICAL VOLTAGE

ILLUMINATING ENGINEERING SOCIETY OF NORTH AMERICAN (IESNA) APPROVED SHEET NO.

9. ALL FIXTURES ARE TO BE MOUNTED ABOVE FINISH GRADE.
UNLESS OTHERWISE NOTED, MATCH EXISTING POLE BASES

V1 240627

Bank of America



GENERAL NOTES

CAS

REVIEWED BY:

AWD

APPROVED BY:

LU-1

SITE ABBREVIATIONS:

PL = PROPERTY LINE

AFG = ABOVE FINISHED GRADE

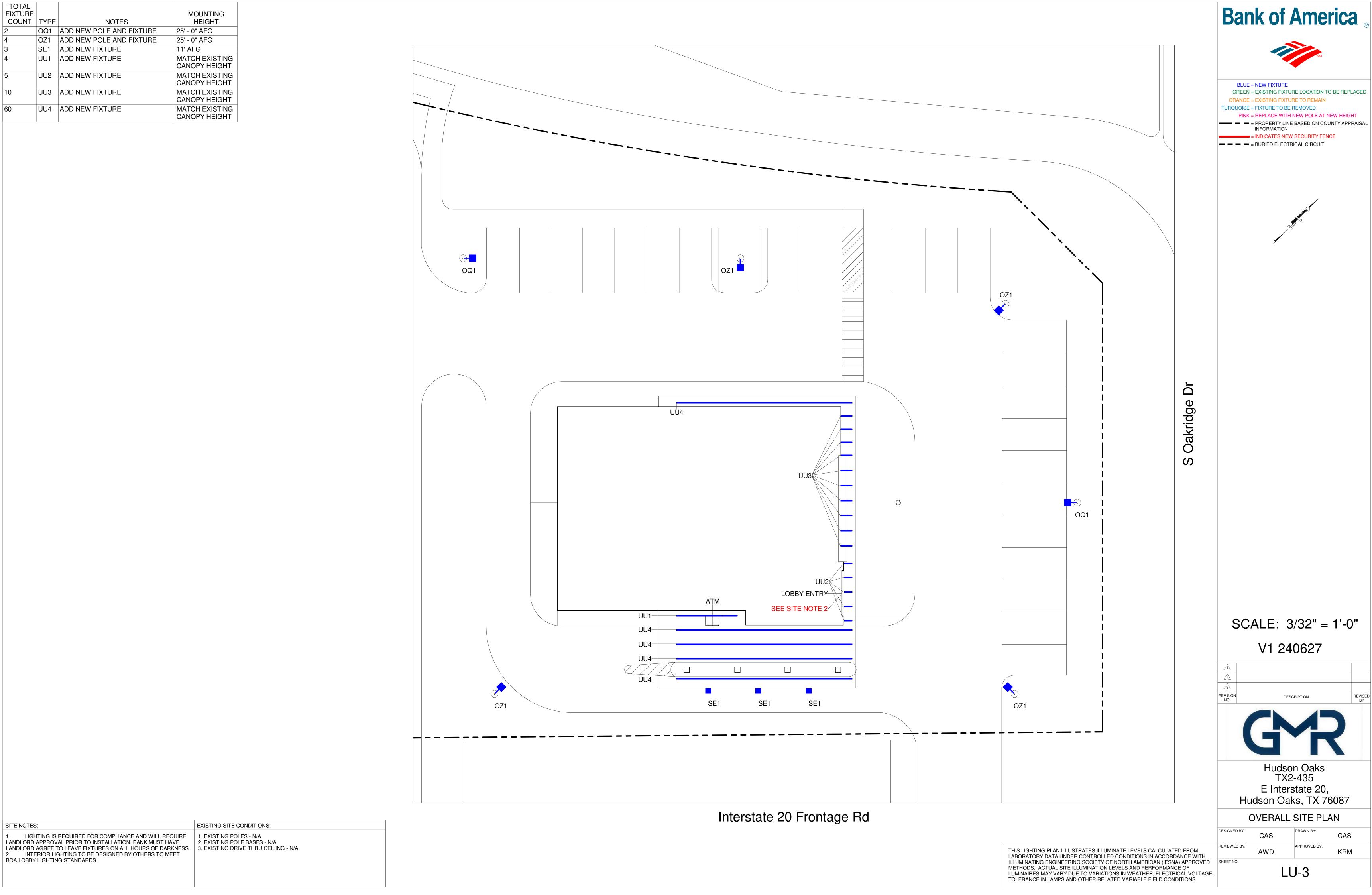
FC = FOOTCANDLE

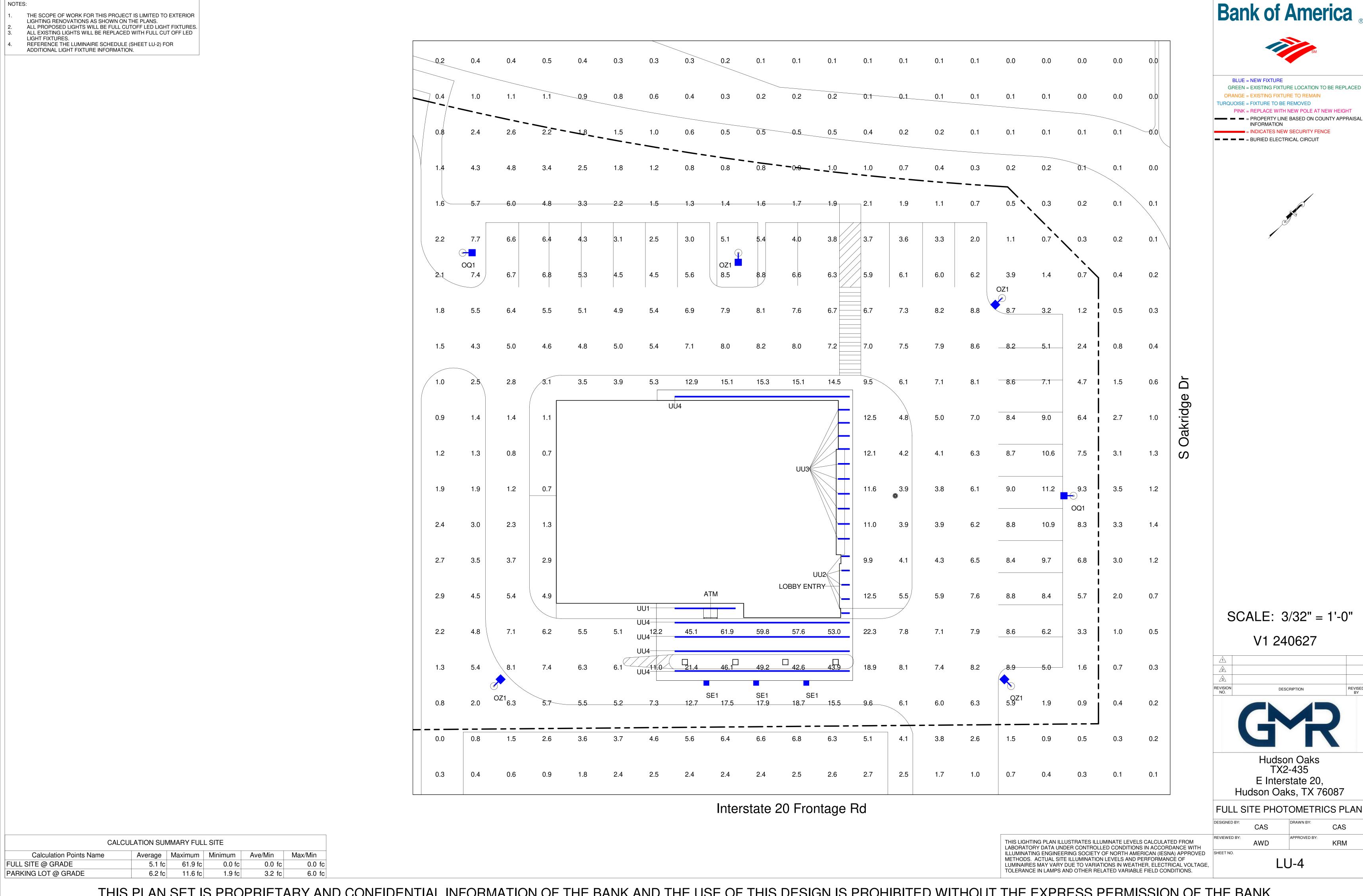
CBO = CONTROLLED BY OTHERS

AHD = AFTER HOUR DEPOSITORY

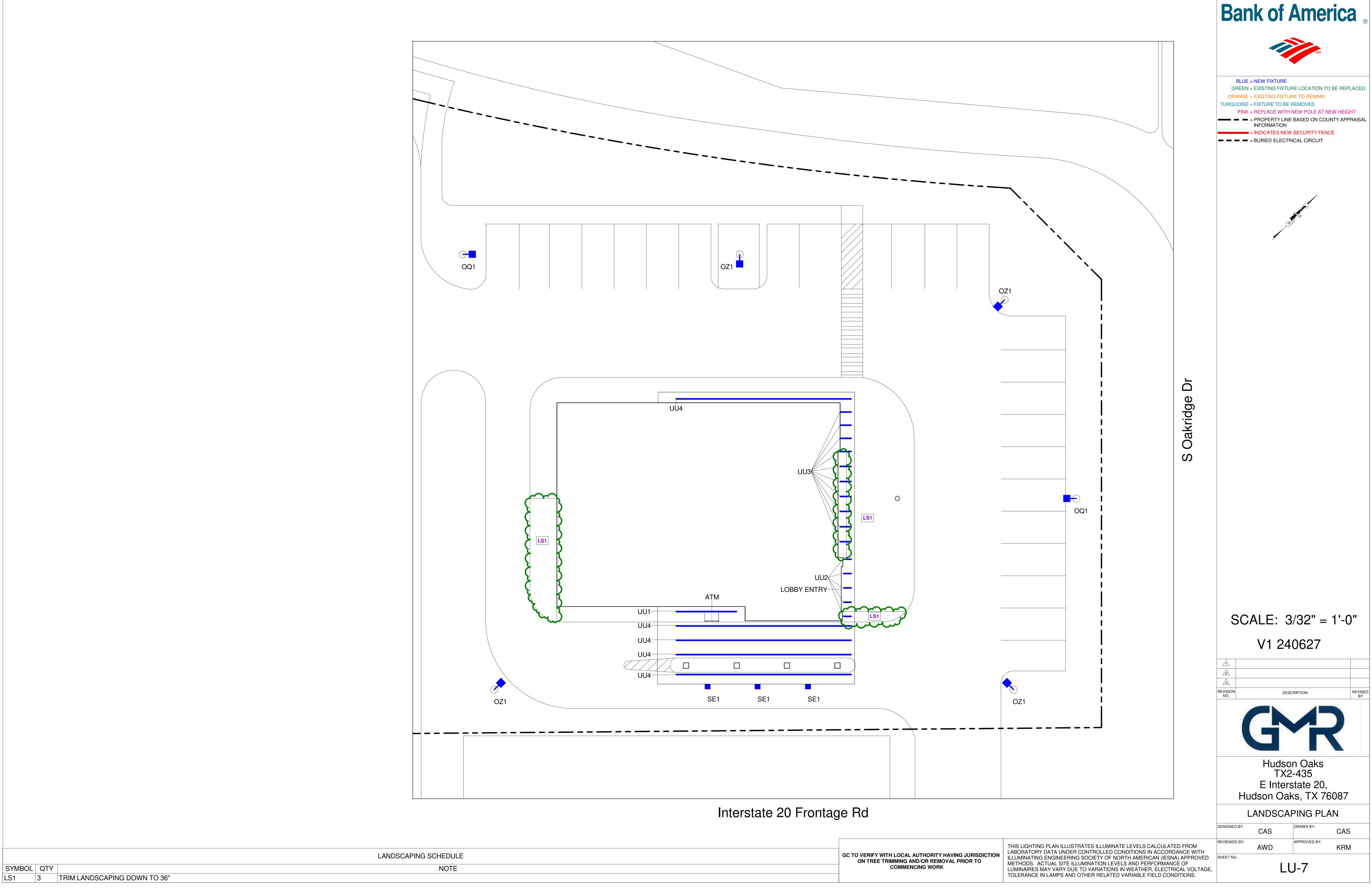
THIS PLAN SET IS PROPRIETARY AND CONFIDENTIAL INFORMATION OF THE BANK AND THE USE OF THIS DESIGN IS PROHIBITED WITHOUT THE EXPRESS PERMISSION OF THE BANK

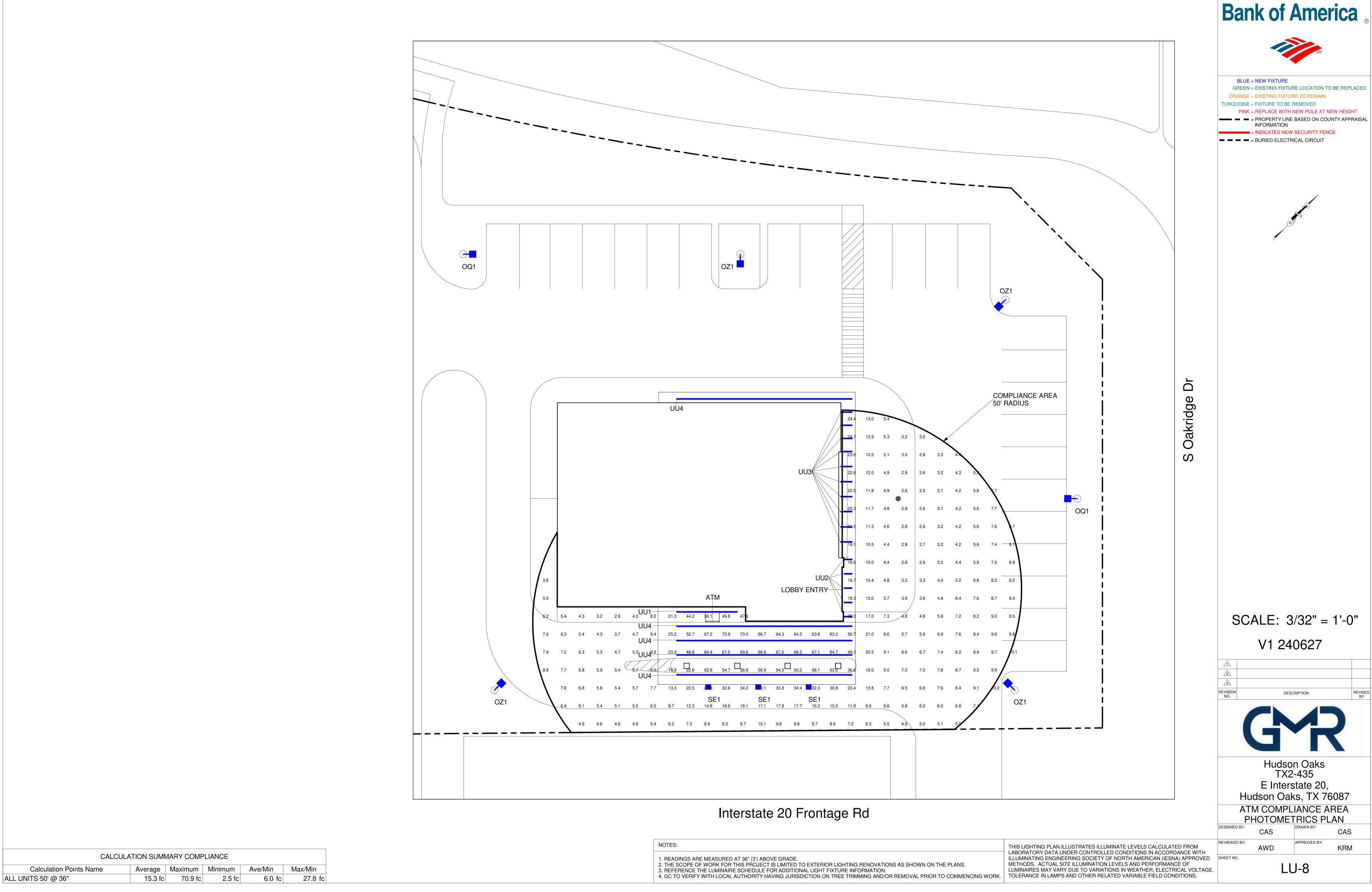


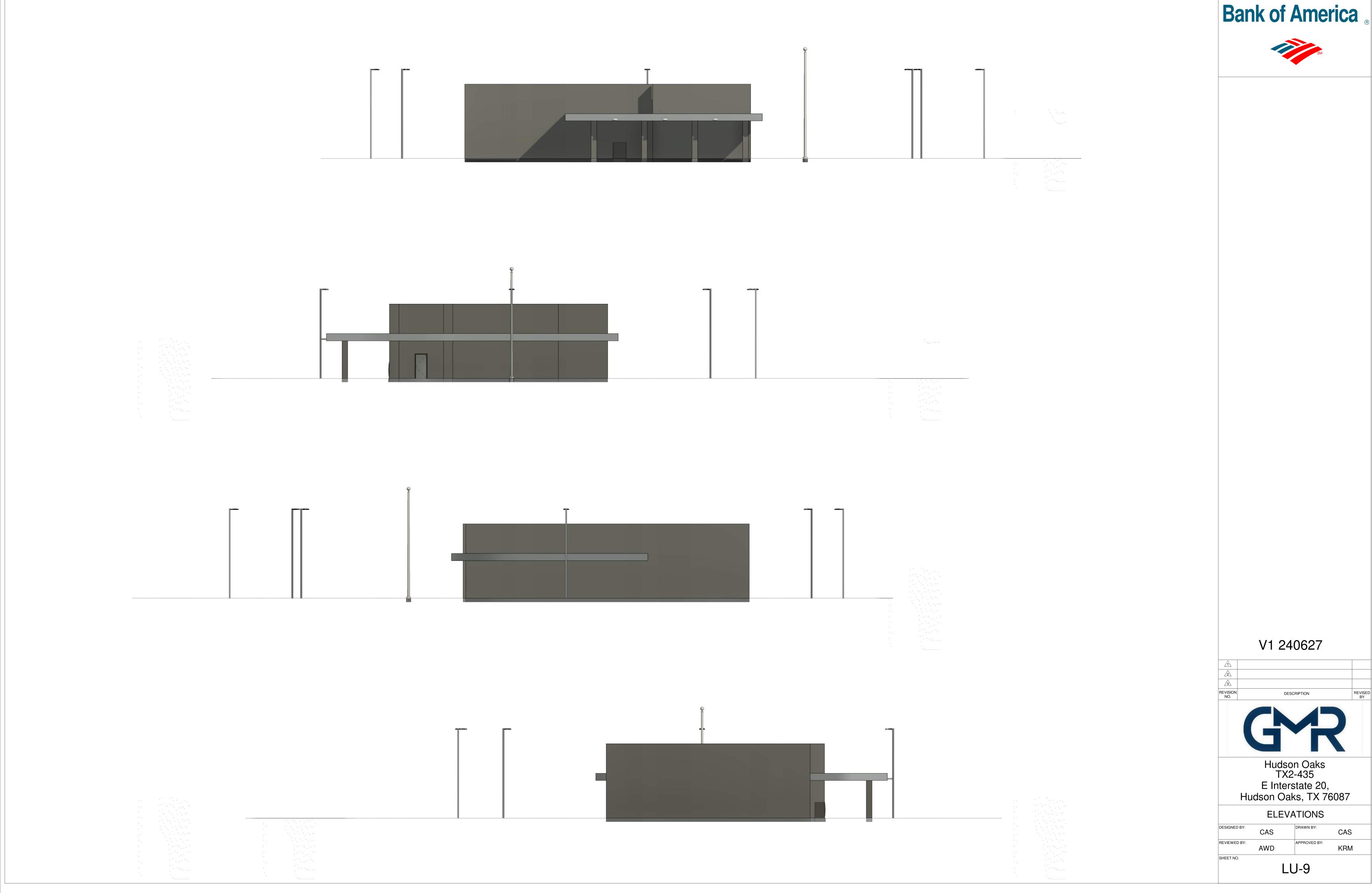




TOTAL FIXTURE MOUNTING HEIGHT 2 OQ1 ADD NEW POLE AND FIXTURE 25' - 0" AFG		Bank of America ®
4 OZ1 ADD NEW POLE AND FIXTURE 25' - 0" AFG 3 SE1 ADD NEW FIXTURE 11' AFG 4 UU1 ADD NEW FIXTURE MATCH EXISTING CANOPY HEIGHT 5 UU2 ADD NEW FIXTURE MATCH EXISTING		SM
10 UU3 ADD NEW FIXTURE MATCH EXISTING CANOPY HEIGHT 60 UU4 ADD NEW FIXTURE MATCH EXISTING CANOPY HEIGHT CANOPY HEIGHT		BLUE = NEW FIXTURE GREEN = EXISTING FIXTURE LOCATION TO BE REPLACED ORANGE = EXISTING FIXTURE TO REMAIN TURQUOISE = FIXTURE TO BE REMOVED PINK = REPLACE WITH NEW POLE AT NEW HEIGHT PROPERTY LINE BASED ON COUNTY APPRAISAL INFORMATION INDICATES NEW SECURITY FENCE BURIED ELECTRICAL CIRCUIT
	26'-2" 50'-10"	
	490"	
	S Oakridge	
	5'-2" 17'-0" LOBBY ENTRY UU1 UU4	SCALE: 3/32" = 1'-0"
	OZ1 SE1 49'-0" SE1 SE1	V1 240627 \(\frac{1}{1} \) \(\frac{2}{2} \) \(\frac{3}{3} \) REVISION NO. DESCRIPTION REVISED BY
	0'-10"	Hudson Oaks
		Hudson Oaks TX2-435 E Interstate 20, Hudson Oaks, TX 76087
	Interstate 20 Frontage Rd THIS LIGHTING PLAN ILLUSTRATES ILLUMINATE LEVELS CALCULATED FROM LABORATORY DATA UNDER CONTROLLED CONDITIONS IN ACCORDANCE WITH ILLUMINATING ENGINEERING SOCIETY OF NORTH AMERICAN (IESNA) APPROVED METHODS. ACTUAL SITE ILLUMINATIONS IN WEATHER, ELECTRICAL VOLTAGE TOLERANCE IN LAMPS AND OTHER RELATED VARIABLE FIELD CONDITIONS.	DIMENSIONING PLAN DESIGNED BY: CAS REVIEWED BY: AWD APPROVED BY: KRM SHEET NO.
	LUMINAIRES MAY VARY DUE TO VARIATIONS IN WEATHER, ELECTRICAL VOLTAGE TOLERANCE IN LAMPS AND OTHER RELATED VARIABLE FIELD CONDITIONS.	, LU-6







City Council Meeting Staff Agenda Report



Police Department month	nly report		
Meeting date: August 22, 2024	Agenda Item #: F1	Action being considered: None	

Staff Recommendation:

None.

Prior Board or Council Action:

None

Background Information/Analysis:

None

Financial Consideration:

None

Attachments:

Monthly Activity Reports for June - July 2024

Hudson Oaks Police Department

Monthly Activity Report June - July 2024

		oč		MOA		0ec	Jan	4ep	Mar	POI	May	June	July	AUB	sept	Total
Calls Dispatched														·		
FY 18-19		183		142		146	135	124	157	159	153	162	176	156	145	1,838
FY 19-20		171		167		157	133	120	138	102	144	159	151	117	140	1,699
FY 20-21	NA		NA		NA		NA	NA	NA	109	169	208	180	190	182	1,038
FY 21-22		161		168		144	126	141	132	144	179	153	170	172	191	1,881
FY 22-23		186		145		186	154	154	161	168	190	188	148	125	116	1,921
FY 23-24		154		145		145	131	137	145	141	143	147	152			1,440
Self-Initiated		X.		٨		۲.	•	~	٠.		.4	-e		6.	ă.	
Calls		oč		Mon		0ec	194	400	Mar	PQ	May	June	HILL	RUE	seqt	Total
FY 18-19		308		360		394	440	407	366	372	413	389	411	526	535	4,921
FY 19-20		488		490		508	438	398	327	215	252	197	173	340	395	4,221
FY 20-21	NA		NA		NA		NA	NA	NA	265	134	244	150	314	211	1,318
FY 21-22		146		140		213	193	119	213	247	156	145	84	93	185	1,934
FY 22-23		119		74		78	73	97	115	152	138	199	204	182	147	1,578
FY 23-24		94		93		100	215	181	186	178	150	121	147			1,465
Incidents				•											*	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
Reported		OC		HON		0ec	Jan	400	Mar	POL	May	June	Pilit	AUB	sept	Total
FY 18-19		26		14		20	17	11	23	11	13	13	22	9	15	194
FY 19-20		9		9		16	17	6	8	16	6	13	13	20	10	143
FY 20-21		25		26		29	19	26	51	62	36	58	35	41	29	437
FY 21-22		37		51		47	29	29	44	72	63	68	53	59	54	606
FY 22-23		66		39		56	38	30	64	54	48	51	62	55	48	611
FY 23-24		43		46		46	41	48	50	44	53	45	66			482
Arrests Made		oč		Mon		oec o	lan.	460	Mar	PGi	May	June	HUH	Aug	sept	Total
Arrests Made FY 18-19		7		NO4		oe ^c 4	yar 8	4e^{to} 3	war 9	pet 7	na ⁴	June 3	July 3	Au ⁶	se ^{rțt}	40⁴²⁰
		7		4		4	8		9 3	7	6 1	3 2	3	1 4		61 35
FY 18-19		7		4		4	8	3	9	7	6	3	3	1	6	61
FY 18-19 FY 19-20		7 7 13 10		4 3 4 5		4 3 9 3	8	3 1	9 3	7	6 1	3 2	3	1 4	6 3 1 1	61 35
FY 18-19 FY 19-20 FY 20-21		7 7 13		4 3 4 5 3		4 3 9 3 2	8 3 1	3 1 4	9 3 10 6 6	7 4 12	6 1 5	3 2 6	3 1 3	1 4 5	6 3 1	61 35 73
FY 18-19 FY 19-20 FY 20-21 FY 21-22		7 7 13 10		4 3 4 5		4 3 9 3	8 3 1 3	3 1 4 1	9 3 10 6	7 4 12 6	6 1 5 4	3 2 6 4	3 1 3 3	1 4 5 6	6 3 1 1	61 35 73 52
FY 18-19 FY 19-20 FY 20-21 FY 21-22 FY 22-23		7 7 13 10 5 2		4 3 4 5 3 5		4 3 9 3 2 5	8 3 1 3 2 6	3 1 4 1 1 6	9 3 10 6 6 9	7 4 12 6 4 2	6 1 5 4 6 7	3 2 6 4 7 1	3 1 3 3 6 9	1 4 5 6 6	6 3 1 1 5	61 35 73 52 53 52
FY 18-19 FY 19-20 FY 20-21 FY 21-22 FY 22-23 FY 23-24		7 7 13 10 5		4 3 4 5 3		4 3 9 3 2	8 3 1 3 2	3 1 4 1 1	9 3 10 6 6 9	7 4 12 6 4	6 1 5 4 6	3 2 6 4 7 1	3 1 3 3 6	1 4 5 6	6 3 1 1	61 35 73 52 53 52
FY 18-19 FY 19-20 FY 20-21 FY 21-22 FY 22-23 FY 23-24		7 7 13 10 5 2		4 3 4 5 3 5		4 3 9 3 2 5	8 3 1 3 2 6	3 1 4 1 1 6	9 3 10 6 6 9	7 4 12 6 4 2	6 1 5 4 6 7	3 2 6 4 7	3 1 3 3 6 9	1 4 5 6 6	6 3 1 1 5	61 35 73 52 53
FY 18-19 FY 19-20 FY 20-21 FY 21-22 FY 22-23 FY 23-24 Accidents Worked		7 7 13 10 5 2		4 3 4 5 3 5		4 3 9 3 2 5	8 3 1 3 2 6	3 1 4 1 1 6	9 3 10 6 6 9	7 4 12 6 4 2	6 1 5 4 6 7	3 2 6 4 7 1	3 1 3 3 6 9	1 4 5 6 6	6 3 1 1 5	61 35 73 52 53 52
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FY 18-19 FY 19-20 FY 20-21 FY 21-22 FY 22-23 FY 23-24 Accidents Worked FY 18-19 FY 19-20 FY 20-21 FY 21-22 FY 22-23 FY 23-24		7 7 13 10 5 2 20 18 21 9 21 31		4 3 4 5 3 5 16 26 20 11 28 29		4 3 9 3 2 5 5 18 12 19 17 21 25	88 33 11 33 22 66 100 77 122 133 233 18	3 1 4 1 1 6 2 2 8 9 12 13 13 12 10 22	9 3 10 6 6 9 v.r.s.i 12 10 21 17 20 15	7 4 12 6 4 2 13 9 15 13 26 17	6 1 5 4 6 7 27 24 20 30 26 23	3 2 6 4 7 1 1 12 18 29 26 20 18	3 1 3 3 6 9 10 21 21 22 29 26	1 4 5 6 6 6 25 10 19 18 23	6 3 1 1 5 5 12 12 12 16 25 17	61 35 73 52 53 52 187 185 226 213 264 224
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Monthly Call/Incident Frequency								
Call Type	May	Jun	Jul					
Alarms	13	13	9					
Animals	2	2	6					
Disturbances	15	15	19					
DWI	0	0	2					
Assault	3	0	0					
Burglary	0	0	2					
Drug Offense	0	0	0					
Agency Assist	48	47	57					
Animal Shelter	15	8	11					

Community Outreach/Public Education Programs Held						

Not Available as Parker County Communications data was corrupted.

	Jun	Jui	
Business Checks:		653	711
Residential Checks:		332	349

City Council Meeting Staff Agenda Report



Staff report on the City's	Financial Dashboards	
Meeting date:	Agenda Item #:	Action being considered:
August 22, 2024	F2	None

Attachments:

Financial Dashboard for the months of June and July 2024.

Staff Contact:

Sterling Naron, City Administrator 682-229-2408 sterling.naron@hudsonoaks.com



Financial Overview: General Fund
Period Ending: June 30, 2024

Revenue Summary

Past 12 Months	;	Budget	YTD	% of budget
	Administration	\$ 5,545,754	\$ 4,204,914	76%
~~~	Municipal Court	\$ 7,500	3,283	44%
	Parks & Recreation	\$ -	-	0%
$\wedge$	Planning & Development	\$ 277,875	287,462	103%
	Public Safety	\$ 67,100	51,625	77%
^_	Total Revenue	5,898,229	4,547,284	77%

#### **Expenditure Summary**

Past 12 Months	i e	Budget	YTD	% of budget
~~~	Administration	\$ 1,776,603	\$ 1,288,050	73%
	Mayor & Council	\$ 30,500	5,214	17%
	Municipal Court	\$ 3,100	5,077	164%
~	Parks & Recreation	\$ 200,663	114,540	57%
^	Planning & Development	\$ 193,000	78,259	41%
~~~	Public Safety	\$ 2,021,222	1,595,326	79%
<u> </u>	Public Works	\$ 1,665,641	1,150,585	69%
~~~	Total Expenditures	5,890,729	4,237,051	72%

Key Revenue Sources

Past 12 Months	5	YTD	Budget	% of budget
~~~	Local Sales & Use Tax	\$ 3,359,117	\$ 4,715,901	71%
	Franchise Fees	219,294	\$ 200,000	110%
\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	Court Fines & Fees	3,283	\$ 7,500	44%
$\wedge$	Licenses & Permits	284,989	\$ 270,125	106%

#### **Moving Average Comparisons**

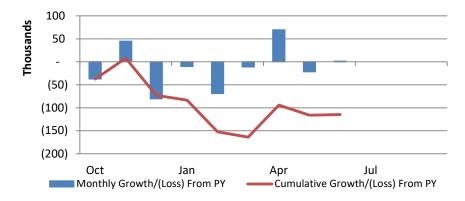
12 Month Moving Average		Jı	un 2024	J	un 2023	% Change
~~~	Local Sales & Use Tax	\$	377,236	\$	381,911	-1.2%
	Franchise Fees		20,459		18,464	10.8%
	Court Fines & Fees		502		561	-10.6%
~	Licenses & Permits		43,326		52,694	-17.8%

Permit Summary

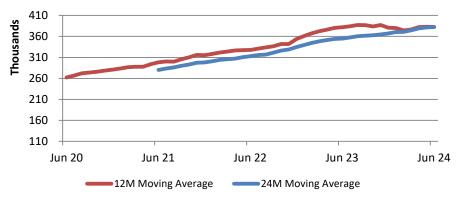
Past 12 Months	FY24	FY23	Average
Residential	1	0	1
Commercial	3	5	6

Five Year

Sales Tax Summary



Sales Tax Historical Moving Averages





Financial Overview: Enterprise Fund
Period Ending: June 30, 2024

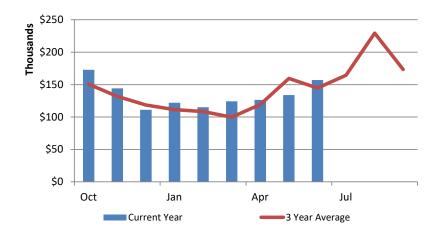
Revenue Summary

Past 12 Months	;	Budget	YTD	% of budget
\	Water Sales	\$ 1,625,000	\$ 1,206,568	74%
\	Charges for Services	\$ 224,500	37,106	17%
\	Wastewater Charges	\$ 500,000	444,472	89%
	Other Wastewater	\$ -	54,938	0%
	Transfers In/Misc	\$ 156,900	-	0%
~	Total Revenue	2 349 500	1 743 084	74%

Expenses Summary

Past 12 Months	ì	Budget	YTD	% of budget
	Personal & Professional	\$ 427,071	\$ 271,147	63%
\	Supplies	\$ 109,692	117,836	107%
^	Operations	\$ 725,100	529,496	73%
~~~	Maintenance & Repairs	\$ 123,500	73,029	59%
	Debt Service/Capital	\$ 996,427	646,070	65%
<u></u>	Total Expenditures	2,381,790	1,637,578	69%

#### **Historical Water Sales**



#### **Key Indicators Summary** Three Year Past 12 Months YTD Hist Average % Change Water Sales 1,206,568 6% \$ 1,143,628 \$ **Wastewater Charges** 444,499 \$ 384,531 16% Gallons Pumped* 100,857,500 118,674,133 -15%

109,564,360

107,058,270

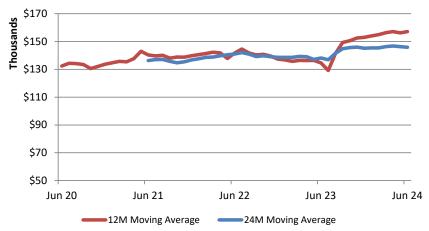
2%

#### **Moving Average Comparisons**

Gallons Sold

12 Month Movi	ing Average	Jun 2024		Jun 2023		% Change
	Water Sales	\$	157,131	\$	134,584	17%
	Sewer Sales	\$	42,887	\$	46,585	-8%
~~~	Gallons Pumped*		12,038,617		13,240,321	-9%
	Gallons Sold		14,673,125		12,842,369	14%
	Water Loss		22%		-3%	

Water Sales Historical Moving Averages



^{*}The gallons pumped YTD will be affected by the ability to purchase off Fort Worth



Financial Overview: Dy

Dyegard Fund & Stormwater Fund

Period Ending:

June 30, 2024

Dyegard Fund

Revenue Summary

Past 12 Months	Budget	YTD	% of budget
Water Sales	\$ 270,000	\$ 209,056	77%
Charges for Services	\$ 3,000	1,917	64%
Total Revenue	273,000	210,973	77%

Expenditure Summary

Past 12 Months	Budget	YTD	% of budget
Professional Services	\$ 9,000	\$ 4,063	45%
Supplies	\$ 4,000	-	0%
Operations	\$ 13,100	31,738	242%
Maintenance & Repairs	\$ 21,000	220	1%
Debt Service	\$ 146,363	109,772	75%
Total Expenditures	193,463	145,793	75%

Stormwater Fund

Revenue Summary

Past 12 Months	Budget	YTD	% of budget
Stormwater Sales	\$ 200,000	\$ 161,632	81%
Charges for Services	-	-	0%
Grant Revenue	-	-	0%
Total Revenue	200,000	161,632	81%

Expenditure Summary

Past 12 Months	•	Budget	YTD	% of budget
	Professional Services	\$ -	\$ -	-
	Supplies	-	-	-
	Operations	-	-	-
	Maintenance & Repairs	140,000	18,300	13%
	Debt Service	83,875	-	0%
	Total Expenditures	223,875	18,300	8%



Financial Overview: Investment Report
Period Ending: June 30, 2024

Investment Report

Reserve Funds	Beginning	Interest	Ending	
Reserve	Balance	Earned	Balance	
TexPool General Reserve	\$ -	\$ -	\$ -	
TexPool Sales Tax Reserve	-	-	-	
TexPool Enterprise Reserve	-	-	-	
TexStar General Reserve	3,122,725	13,631	3,136,356	
TexStar Capital Projects Reserve	31	0	31	
TexStar 2023 General Cap CO	1,600,913	6,988	1,607,902	
TexStar Water Projects Reserve	7,724	2,055	9,779	
TexStar Wastewater Reserve	184,826	807	185,633	
Total	4,916,219	23,481	4,939,700	

Investments

Vehicle	Principle	Rate	E	Balance
Plains Capital CD	\$ 232,505	1.20%	\$	232,505
Total	232,505			232,505



Financial Overview: General Fund Period Ending: July 31, 2024

Revenue Summary

Past 12 Months	3	Budget	YTD	% of budget
	Administration	\$ 5,545,754	\$ 4,657,031	84%
\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	Municipal Court	\$ 7,500	3,825	51%
	Parks & Recreation	\$ -	-	0%
\	Planning & Development	\$ 277,875	297,245	107%
~^~~	Public Safety	\$ 67,100	62,625	93%
~~	Total Revenue	5,898,229	5,020,726	85%

Expenditure Summary

Past 12 Months	i	Budget	YTD	% of budget
~~~	Administration	\$ 1,776,603	\$ 1,503,556	85%
	Mayor & Council	\$ 30,500	5,214	17%
~	Municipal Court	\$ 3,100	5,466	176%
~~	Parks & Recreation	\$ 200,663	142,341	71%
<b>\</b>	Planning & Development	\$ 193,000	92,254	48%
<b>~~~</b>	Public Safety	\$ 2,021,222	1,785,194	88%
	Public Works	\$ 1,665,641	1,234,378	74%
~~~	Total Expenditures	5,890,729	4,768,403	81%

Key Revenue Sources

Past 12 Months	5	YTD	Budget	% of budget
~~~~	Local Sales & Use Tax	\$ 3,737,761	\$ 4,715,901	79%
	Franchise Fees	226,887	\$ 200,000	113%
\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	Court Fines & Fees	3,826	\$ 7,500	51%
\	Licenses & Permits	294,371	\$ 270,125	109%

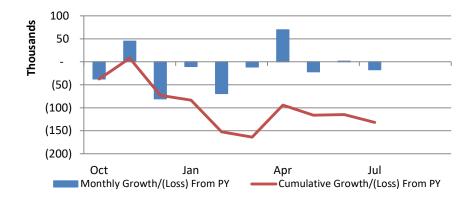
Moving Average Comparisons

12 Month Mov	ing Average	J	Jul 2024		Jul 2023	% Change
~~~	Local Sales & Use Tax	\$	375,803	\$	384,098	-2.2%
	Franchise Fees		20,698		17,911	15.6%
	Court Fines & Fees		415		636	-34.7%
~	Licenses & Permits		43,733		48,085	-9.1%

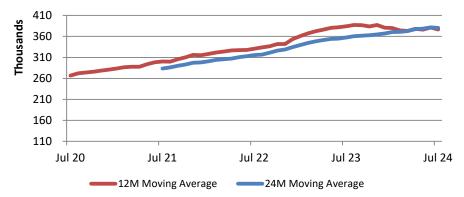
## **Permit Summary**

Permit Summ	ary			Five Year
Past 12 Months	3	FY24	FY23	Average
	Residential	1	0	2
<b>\</b>	Commercial	4	5	7

#### **Sales Tax Summary**



#### **Sales Tax Historical Moving Averages**





Financial Overview: Enterprise Fund
Period Ending: July 31, 2024

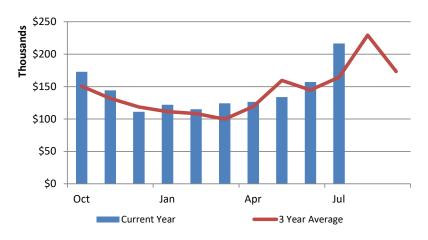
#### **Revenue Summary**

Past 12 Months		Budget	YTD	% of budget
	Water Sales	\$ 1,625,000	\$ 1,423,086	88%
	Charges for Services	\$ 224,500	44,328	20%
	Wastewater Charges	\$ 500,000	530,042	106%
	Other Wastewater	\$ -	58,848	0%
	Transfers In/Misc	\$ 156,900	-	0%
	Total Revenue	2.349.500	2.056.304	88%

#### **Expenses Summary**

Past 12 Months	i	Budget	YTD	% of budget
~~~	Personal & Professional	\$ 427,071	\$ 295,733	69%
	Supplies	\$ 109,692	142,436	130%
^	Operations	\$ 725,100	597,963	82%
~~~	Maintenance & Repairs	\$ 123,500	75,832	61%
	Debt Service/Capital	\$ 996,427	717,856	72%
	Total Expenditures	2,381,790	1,829,820	77%

#### **Historical Water Sales**

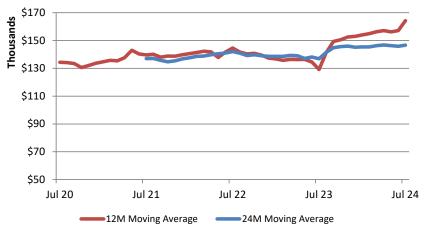


#### **Key Indicators Summary** Three Year Past 12 Months YTD Hist Average % Change Water Sales 1,423,086 1,307,991 9% \$ \$ \$ **Wastewater Charges** 530,069 \$ 427,958 24% Gallons Pumped* 130,854,000 135,259,800 -3% Gallons Sold 137,682,460 128,299,537 7%

#### **Moving Average Comparisons**

12 Month Mov	ing Average	Jul 2024	Jul 2023	% Change
	Water Sales	\$ 164,181	\$ 129,120	27%
	Sewer Sales	\$ 46,323	\$ 46,284	0%
	Gallons Pumped*	13,385,733	12,873,013	4%
	Gallons Sold	15,184,555	12,842,369	18%
	Water Loss	13%	0%	

#### **Water Sales Historical Moving Averages**



^{*}The gallons pumped YTD will be affected by the ability to purchase off Fort Worth



Financial Overview:

Dyegard Fund & Stormwater Fund

Period Ending:

July 31, 2024

## **Dyegard Fund**

#### **Revenue Summary**

Past 12 Months	Budget	YTD	% of budget
Water Sales	\$ 270,000	\$ 245,412	91%
Charges for Services	\$ 3,000	1,997	67%
Total Revenue	273,000	247,409	91%

#### **Expenditure Summary**

Past 12 Months	Budget	YTD	% of budget
Professional Services	\$ 9,000	\$ 4,733	53%
Supplies	\$ 4,000	-	0%
Operations	\$ 13,100	36,251	277%
Maintenance & Repairs	\$ 21,000	220	1%
Debt Service	\$ 146,363	121,969	83%
Total Expenditures	193,463	163,173	84%

#### **Stormwater Fund**

#### **Revenue Summary**

Past 12 Months		Budget	YTD	% of budget
	Stormwater Sales	\$ 200,000	\$ 179,307	90%
	Charges for Services	-	-	0%
	Grant Revenue	-	-	0%
	Total Revenue	200,000	179,307	90%

#### **Expenditure Summary**

Past 12 Months		Budget	YTD	% of budget
Professional Services	\$	-	\$ -	-
Supplies		-	-	-
Operations		-	-	-
Maintenance & Repair	`S	140,000	18,300	13%
Debt Service		83,875	-	0%
Total Expenditures		223,875	18,300	8%



Financial Overview: Investment Report

Period Ending: July 31, 2024

## **Investment Report**

Reserve Funds	Beginning	Interest	Ending
Reserve	Balance	Earned	Balance
TexPool General Reserve	\$ -	\$ -	\$ -
TexPool Sales Tax Reserve	-	-	-
TexPool Enterprise Reserve	-	-	-
TexStar General Reserve	3,136,356	14,153	3,150,509
TexStar Capital Projects Reserve	31	0	31
TexStar 2023 General Cap CO	1,607,902	7,256	1,615,157
TexStar Water Projects Reserve	9,779	44	9,823
TexStar Wastewater Reserve	185,633	838	186,470
Total	4,939,700	22,290	4,961,991

#### Investments

Vehicle	Principle	Rate		Balance
Plains Capital CD	\$ 232,505	1.20%	\$	232,505
Total	232,505			232,505