

AGENDA

FLOWER MOUND TOWN COUNCIL REGULAR MEETING

11/20/2017

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

6:00 P.M.

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

Please silence or turn off all electronic devices in the Council Chambers.

A. **CALL MEETING TO ORDER**

B. **INVOCATION**

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

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

D. **PRESENTATIONS**

1. Small Business Saturday (November 25, 2017) Proclamation
2. Update on Crossing Guard program

E. **PUBLIC PARTICIPATION**

Please fill out a speaker form, available in the Town Hall on the night of the meeting, in order to address the Council and turn it in to the Town Secretary prior to Public Participation. Speakers are normally limited to three minutes. Time limits can be adjusted by the Mayor as to accommodate more or fewer speakers. For additional instructions or to complete your speaker form in advance [click here](#).

The purpose of this item is to allow the public an opportunity to address the Town Council on issues that are not the subject of a public hearing. Any item requiring a public hearing will allow the public to speak at the time that item appears on this agenda as indicated as a "Public Hearing." Items that are the subject matter jurisdiction of the Town Council include Town policy and legislative issues. Issues regarding daily operational or administrative matters should first be dealt with at the administrative level by calling Town Hall at 972-874-6000 during business hours.

F. **ANNOUNCEMENTS**

1. Announce recent and upcoming civic and social events.

G. **TOWN MANAGER'S REPORT**

Update and discussion on:

1. Capital improvement projects
2. Economic Development projects

H. **FUTURE AGENDA ITEMS**

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

Town Council Meeting Agenda
November 20, 2017
Page 2

I. COORDINATION OF CALENDARS

1. A regular meeting is scheduled for Monday, December 4th.
2. Discuss and consider scheduling a work session for Thursday, December 14th.
3. Discuss and consider scheduling a work session for Thursday, January 25th, 2018.

J. CONSENT AGENDA - Consent Items

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

1. **Minutes 11/6-** Consider approval of the minutes from a regular meeting of the Town Council held on November 6, 2017.
2. **DCAD Board of Directors Vote-** Consider approval of a resolution casting the vote of the Town of Flower Mound, Texas, for the election of the Board of Directors of the Denton Central Appraisal District (DCAD).
3. **Network Infrastructure Replacement-** Consider approval for the purchase of network switches and routers, to replace aged infrastructure, from Dell and Mojo Systems in the amount of \$69,668.02.
4. **Handyman contract increase-** Consider increasing the annual unit price contract to provide minor construction and repair activities from an estimated amount of \$200,000 to \$250,000.
5. **Equipment Purchase - Mower-** Consider approval of the purchase of one (1) Toro GroundMaster Rough Cut Mower from Professional Turf Products in the amount of \$65,086.17.
6. **Equipment Purchase - Track Loader-** Consider approval of the purchase of one (1) Bobcat Compact Track Loader from Bobcat Company in the amount of \$60,534.91.
7. **Central FS Renovations - Final Acceptance-** Consider approval and final acceptance of the Fire Station No. 1 Facility Upgrades project, for the Central Fire Shower Renovations, and authorization of final payment to Unified Services of Texas Inc. in the amount of \$31,478.64.
8. **Long Prairie Water Line - Final Acceptance-** Consider approval of Change Order No. 1 and final acceptance of the Long Prairie 12-Inch Water Line project, Section 2, amending the contract with Saber Development Corporation, for a decrease to the contract in the amount of \$9,986.50, and authorizing final payment to Saber Development Corporation, in the amount of \$27,005.02; and authorization for the Mayor to execute same on behalf of the Town.
9. **2017-2018 Strategic Plan-** Consider adoption of the Town Council Strategic Plan for Fiscal Year 2017-2018
10. **Subordination Agreement-** Consider approval of a subordination agreement between OTD FM2, OTD FM, LLC, First United Bank & Trust, and the Town, and authorization for the Mayor, or his designee, to execute same on behalf of the Town.

K. REGULAR ITEMS

11. **Public Hearing -ZPD-Serenity-** Public Hearing to consider a request for rezoning (ZPD16-0007 - Serenity) from Agricultural District (A) to Planned Development District No. 149 (PD-149) for a cluster development with certain modifications, exceptions and waivers to the Code of Ordinances, and to consider adopting an ordinance providing

Town Council Meeting Agenda
November 20, 2017
Page 3

for said amendment, and acceptance of cash in lieu of land in the amount of \$17,976.00 in place of the otherwise required Park Land dedication and Park Development Fees in the amount of \$22,208.00. The property is generally located south of FM 1171 and west of High Road. (The Planning and Zoning Commission recommended denial by a vote of 6 to 0 at its November 13, 2017, meeting.)

12. **Public Hearing -MPA-Lake Forest Thoroughfare Plan-** Public Hearing to consider a request for a Master Plan Amendment (MPA17-0011 – Lake Forest Thoroughfare Plan Amendment) to amend Section 7.0, Thoroughfare Plan, by removing the section of Lake Forest Boulevard between Lakeside Parkway and Silveron Boulevard from the Town's Thoroughfare Plan, and to consider adopting an ordinance providing for said amendment. (The Transportation Commission recommended approval by a vote of 5 to 1 at its September 12, 2017, meeting.) (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its November 13, 2017, meeting.)
13. **Public Hearing -LDR-Tree Ordinance Amendment-** Public Hearing to consider a request to amend the Land Development Regulations (LDR17-0003 – Tree Ordinance Amendment) by amending Section 94-38, entitled "Per-caliper inch cash value; replacement trees," of Chapter 94, entitled "Trees," of the Town's Code of Ordinances, and to consider adopting an ordinance providing for said amendment. (The Environmental Conservation Commission recommended approval by a vote of 6 to 0 at its November 7, 2017, meeting.) (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its November 13, 2017, meeting.)
14. **Public Hearing -Edgewood Tree Removal-** Public Hearing to consider an application for a tree removal permit for one (1) specimen tree located at 1708 Beckwood Court in the Edgewood subdivision. (The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its November 7, 2017, meeting.)

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

Executive Conference Room

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

M. CLOSED MEETING

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

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

Town Council Meeting Agenda

November 20, 2017

Page 4

- b. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, hospitality projects, and performance related to certain incentive agreements.
- c. Discuss and consider purchase, exchange, lease, or value of real property for parks, public rights of way, including acquisition of real property for economic development purposes, and/or other municipal purposes and all matters incident and related thereto.

Pursuant to Section 551.071 of the Texas Government Code, the Town Council reserves the right to consult in a closed meeting with its attorney and to receive legal advice regarding any item listed on this agenda.

N. RECONVENE TO REGULAR MEETING

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

O. ADJOURN MEETING

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Flower Mound, Texas, in a place convenient and readily accessible to the general public at all times and said Notice was also posted on the Town's website in accordance with GC Section 551.056 on the following date and time: November 17, 2017, at 11:00 a.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary

The Flower Mound Town Hall and Council Chambers are wheelchair accessible. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting by contacting Theresa Scott, Town Secretary, at (972) 874-6076.



TOWN COUNCIL AGENDA ITEM NO. 1

CONSENT ITEM

DATE: November 20, 2017

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council held on November 6, 2017.

BACKGROUND INFORMATION: The Town Council held a regular meeting on November 6, 2017.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Proposed Expenditure:

Account Number(s):

Finance Review by: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes

DRAFT MOTION: Move to approve the minutes from a regular meeting of the Town Council held on November 6, 2017.

FLOWER MOUND TOWN COUNCIL MEETING OF NOVEMBER 6, 2017

PAGE 595

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 6TH DAY OF NOVEMBER 2017, IN THE FLOWER MOUND TOWN HALL, LOCATED AT 2121 CROSS TIMBERS ROAD IN THE TOWN OF FLOWER MOUND, COUNTY OF DENTON, TEXAS AT 6:00 P.M.

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

The Town Council met in a regular meeting with the following members present:

Tom Hayden	Mayor
Don McDaniel	Mayor Pro Tem
Kevin Bryant	Deputy Mayor Pro Tem
Jason Webb	Councilmember Place 1
Bryan Webb	Councilmember Place 2
Claudio Forest	Councilmember Place 5

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

Theresa Scott	Town Secretary
Bryn Meredith	Town Attorney
Jimmy Stathatos	Town Manager
Debra Wallace	Deputy Town Manager/CFO
Tommy Dalton	Assistant Town Manager
Doug Powell	Executive Director of Development Services
Tiffany Bruce	Engineering Manager
Andy Kancel	Police Chief
Sue Ridnour	Director of Library Services
Eric Greaser	Fire Chief
Andrea Roy	Director of Economic Development

A. CALL REGULAR MEETING TO ORDER

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

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

Chaplain Mark Sherrill gave the invocation and Mayor Hayden led the pledges.

D. PRESENTATIONS

1. Special recognition of Blake Leonard for his honesty in returning lost money to the Police Department

Chief Kancel presented Blake with a certification of recognition and other police department tokens of appreciation for this accomplishment.

2. Pulmonary Hypertension Proclamation

Resident Adriana Araya accepted the proclamation and offered background information about what pulmonary hypertension is. She also shared her personal story about how she became involved.

FLOWER MOUND TOWN COUNCIL MEETING OF NOVEMBER 6, 2017**PAGE 596**

3. Arts Month Proclamation

Cultural Arts Commission Chair Ron Miller accepted the proclamation, and he or Ms. Ridnour provided an update on what they have been working on.

E. PUBLIC PARTICIPATION

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

	Speaker names and address	Subject (as written on the form)
1.	Jim Engel, 5110 Bayberry	The Point
2.	Doug Brown, 1721 Ingleside Dr	Veterans Affairs
3.	Don Shields, 3815 Cortadera Ct	Charity/taxes/Morriss Rd
4.	Tonya & Cale Balusek, 3705 Hillside	Public tennis courts
5.	Nancy Klechner, 2608 Wisdom Creek	Tennis event
6.	Lorraine & Leo Gonya, 2217 Shumard Ln	Morriss Rd
7.	Sandy & John Fambrough, 4105 Spring Meadow	Morriss Rd
9.	Emily Strittmatter, 4816 Mesquite St	Morriss and transparency
10.	Jennefer del Muro, 2733 Silver Maple	Morriss 6
11.	Brit Stock, 3701 Acton	Morriss Rd
12.	Sandeep Sharma, 2504 Stillwater Ct	Morriss Expansion
14.	Gina Daly, 5608 Frost Ln	Morriss Rd
15.	Paul Stone, 4100 Broadway	Comments
16.	Lynn Young, 1516 Leese	Morriss Rd
17.	David Johnson, 3617 San Paula	Morriss Expansion
18.	Patsy Mizeur, 1821 Castle Ct	Morriss Rd Capacity Improvements
19.	Tommy Bernes, 2132 Longfellow Ln	Morriss Rd

In response to comments made about the topic of Morriss Road during public participation, Mayor Hayden asked Mr. Stathatos to clarify why the Morriss Road item was placed on the agenda as consent versus a regular item.

Mr. Stathatos provided an explanation and Mayor Hayden noted that professional service agreements have been brought forward as consent items in the past.

There was Council discussion regarding accusations made during public participation about the town not being transparent, and it was pointed out that the town goes above and beyond in this area.

F. ANNOUNCEMENTS

Mayor Pro Tem McDaniel reported on the recent accomplishments of Flower Mound and Marcus High Schools at the Bands of America Super Regional competition.

Deputy Mayor Pro Tem Bryant expressed thanks for everyone who participated in the Veterans Day ceremony. He also announced other Veterans related events, as well as information about the Dorothy's Dash 5k.

Mayor Hayden announced there is progress on the discussions about tennis courts and noted there should be an agenda item coming soon to discuss options.

G. TOWN MANAGER'S REPORT

Mr. Stathatos gave an update on the following items:

1. Capital improvement projects

- 2499/College Parkway traffic signal
- 2499/Silveron traffic signal
- Cortadera Pond

and he responded to questions from Council as follows:

- Clarification regarding the timing for completion of Wilkerson and Rheudasil ponds

2. Economic Development projects

- Restaurant/Retail Survey
- International Council of Shopping Center meeting in Dallas

Ms. Wallace gave an update on the following item:

3. Proposed Roadway Safety Program

Ms. Wallace gave a presentation identifying or noting:

- Proposed Road Safety Enhancement Program, and what's involved with Phases 1 – 3

and she responded to questions or comments from Council as follows:

- When looking at existing lighting, the light needs to match the type of street to provide an adequate light source

followed by direction from a consensus of Council to proceed with the proposed program as presented.

H. FUTURE AGENDA ITEMS

1. Mayor Pro Tem McDaniel requested an update report on the crossing guard program.

I. COORDINATION OF CALENDARS

1. Discuss cancelling the Thursday, November 16th work session date and rescheduling the subject matter to the next work session date of Thursday, December 21st.

There was some discussion regarding the purpose of the work session (the Yu tract) and availability on the proposed date options. In addition, there was Council feedback to not have the work session about the property until there was a formal application submitted.

2. A regular meeting is scheduled for Monday, November 20th.

Mayor Hayden announced this next meeting date.

J. CONSENT ITEMS

1. Consider approval of the minutes from a regular meeting of the Town Council held on October 16, 2017.

DRAFT MOTION: Move to approve the minutes from a regular meeting of the Town Council held on October 16, 2017.

2. Consider approval of the minutes from a work session of the Town Council held on October 19, 2017.

DRAFT MOTION: Move to approve the minutes from a work session of the Town Council held on October 19, 2017.

3. Consider a Resolution to adopt guidelines and procedures related to the naming and renaming of Town facilities.

DRAFT MOTION: Move to approve a resolution to adopt guidelines and procedures related to the naming and renaming of Town facilities.

RESOLUTION NO. 22-17

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ADOPTING GUIDELINES AND PROCEDURES RELATING TO THE NAMING AND RENAMING OF TOWN FACILITIES; AND PROVIDING AN EFFECTIVE DATE.

4. Consider approval of the purchase of desktop and laptop computers, ruggedized laptop computers, CAD workstations computers and peripherals from Dell, in the amount of \$160,006.

DRAFT MOTION: Move to approve the purchase of desktop and laptop computers, ruggedized laptop computers, CAD workstations computers and peripherals from Dell, in the amount of \$160,006.

5. Consider approval for the purchase of Assureon "Chain of Evidence" storage server, on GSA contract, from Soccour Solutions, in the amount of \$134,905.00.

DRAFT MOTION: Move to approve the purchase of Assureon "Chain of Evidence" storage server, on GSA contract, from Soccour Solutions, in the amount of \$134,905.00.

6. Consider approval of an Interlocal Cooperation Agreement with Denton County for the provision of library services for the benefit of the citizens of Denton County, and authorization for the mayor to execute same on behalf of the Town.

DRAFT MOTION: Move to approve an Interlocal Cooperation Agreement with Denton County for the provision of library services for the benefit of the citizens of Denton County, and authorization for the mayor to execute same on behalf of the Town.

7. Consider approval of a resolution declaring expectation to reimburse expenditures with proceeds of future debt and authorizing the preparation of the documents associated with the issuance, sale, and delivery of the debt obligations; and providing an effective date.

DRAFT MOTION: Move to approve a resolution declaring expectation to reimburse expenditures with proceeds of future debt and authorizing the preparation of the documents associated with the issuance, sale, and delivery of the debt obligations; and providing an effective date.

RESOLUTION NO. 21-17

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT, AND AUTHORIZING THE PREPARATION OF THE DOCUMENTS ASSOCIATED WITH THE ISSUANCE, SALE AND DELIVERY OF THE DEBT OBLIGATIONS; AND PROVIDING AN EFFECTIVE DATE.

8. Consider approval of the purchase of two (2) Ditch Witch FX30B Vac Systems for the Public Works - Utility Line Maintenance Department from EKA, Inc in the amount of \$108,291.58.

DRAFT MOTION: Move to approve the purchase of two (2) Ditch Witch FX30B Vac Systems for the Public Works - Utility Line Maintenance Department from EKA, Inc in the amount of \$108,291.58.

Items 9 and 10 were moved from consent to regular items.

11. Consider approval of the purchase of new traffic signal detection equipment for the Traffic Detection Rehabilitation project, from Twincrest Technologies, through the HGACBuy program, in the amount of \$116,880.00.

DRAFT MOTION: Move to approve the purchase of new Traffic Signal Detection Equipment, for the Traffic Detection Rehabilitation project, from Twincrest Technologies, through the HGACBuy program, in the amount of \$116,880.00.

Items 12 and 13 were moved from consent to regular items.

14. Consider approval of Amendment No. 1 to the Fiscal Year 2017-2018 Capital Improvement Program.

DRAFT MOTION: Move to approve an Amendment No. 1 to the Fiscal Year 2017-2018 Capital Improvement Program.

15. Consider approval of a Professional Services Agreement for Water and Wastewater Modeling associated with the 2017 Water and Wastewater Model Update project, with Kimley-Horn and Associates, Inc., for \$43,000.00; and authorization for the Mayor to execute same on behalf of the Town.

DRAFT MOTION: Move to approve a Professional Services Agreement for Water and Wastewater Modeling associated with the 2017 Water and Wastewater Model Update project, with Kimley-Horn and Associates, Inc., for \$43,000.00; and authorization for the Mayor to execute same on behalf of the Town.

16. Consider approval of a Professional Services Agreement with Mesa Design Associates, Inc., for the design services associated with TxDOT's Green Ribbon Program, for phase 1 of the FM 1171 project, in the amount of \$41,500.00; and authorization for the Mayor to execute same on behalf of the Town.

FLOWER MOUND TOWN COUNCIL MEETING OF NOVEMBER 6, 2017

PAGE 600

DRAFT MOTION: Move to approve a Professional Services Agreement with Mesa Design Associates, Inc., for the design services associated with TxDOT's Green Ribbon Program, for phase 1 of the FM 1171 project, in the amount of \$41,500.00; and authorization for the Mayor to execute same on behalf of the Town.

Councilmember Jason Webb moved to approve by consent Items 1-8; 11; 14-16. Mayor Pro Tem McDaniel seconded the motion. Each item, as approved by consent, is restated above along with the approved recommendation, and if applicable, the Ordinance or Resolution caption for each, for the record.

VOTE ON MOTION:*Motion passed***AYES: FOREST, J WEBB, BRYANT, MCDANIEL, B WEBB****NAYS: NONE**

9. **Purchase pumper truck-** Consider approval of the purchase of a 2017 Velocity PUC Pumper truck for the Fire and Emergency Services Department from Siddons-Martin Emergency Group, through the Houston-Galveston Area Council of Governments (H-GAC) cooperative purchasing program, in the total amount of \$650,208.00; and authorization for the Mayor to execute same on behalf of the Town.

DRAFT MOTION: Move to approve the purchase of a 2017 Velocity PUC Pumper truck for the Fire and Emergency Services Department from Siddons-Martin Emergency Group, through the Houston-Galveston Area Council of Governments (H-GAC) cooperative purchasing program in the total amount of \$650,208.00; and authorize the Mayor to execute same on behalf of the Town.

10. **Purchase ambulance-** Consider approval of the purchase of a Road Rescue Ultramedic Type 1 Ambulance for the Fire and Emergency Services Department from Siddons-Martin Emergency Group, through the Houston-Galveston Area Council of Governments (H-GAC) cooperative purchasing program, in the total amount of \$367,806.00; and authorization for the Mayor to execute same on behalf of the Town.

DRAFT MOTION: Move to approve the purchase of a Road Rescue Ultramedic Type 1 Ambulance for the Fire and Emergency Services Department from Siddons-Martin Emergency Group, through the Houston-Galveston Area Council of Governments (H-GAC) cooperative purchasing program, in the total amount of \$367,806.00; and authorize the Mayor to execute same on behalf of the Town.

Councilmember Bryan Webb indicated the reason he had these items pulled is because combined the purchase price is over a million dollars, from the same vendor, and it meets the two comma rule.

Mayor Hayden opened items 9 and 10 at the same time.

Chief Greaser did not provide a presentation, however, was available for questions.

There was a discussion between Chief Greaser and members of Council about equipment and service levels.

and Chief Greaser or Ms. Wallace responded to questions from Council as follows:

- Where are the funds coming from to pay for this equipment
- How long do the vehicles last

Councilmember Bryan Webb moved to approve Items 9 & 10. Mayor Pro Tem McDaniel seconded the motion. Each item, as approved by consent, is restated above along with the approved recommendation, and if applicable, the Ordinance or Resolution caption for each, for the record.

VOTE ON MOTION:

Motion passed

AYES: B WEBB, MCDANIEL, BRYANT, J WEBB, FOREST

NAYS: NONE

K. REGULAR ITEMS

Mayor Hayden opened items 12 and 13 at the same time.

12. Consider approval of a Professional Services Agreement with Halff Associates, Inc., in the amount of \$80,965.00, associated with the design of the Morriss/Gerault Improvements Phase II (FM 3040 to Garden Road) project; and authorization for the Mayor to execute same on behalf of the Town.

Mayor Hayden provided background information regarding past phasing of this project.

Staff Presentation

Ms. Wallace gave a presentation identifying or noting:

- Background information on past discussions and presentations
- Morriss capacity, paving panel and waterline replacement project (Phase 2, 3, and 4), and how the item on the agenda coincides with phase 2
- Morriss Phase II – CIP FY 17/18
- Morriss Phase III – CIP FY 18/19
- Morriss Phase IV – CIP FY 19/20
- Morriss Phase II – IV CIP/Funding Sources

and she, Ms. Bruce, or Brian Haynes, Vice President, Halff Associates, Inc., responded to questions from Council as follows:

- Do we have high traffic roads elsewhere in Town that are 11 feet wide
- Has the width of the lanes on Morriss always been 11 feet wide
- What is the age or other factors that warrant the need for panel replacements
- Were there any triggers that was a driver behind Morriss Road past improvements
- Clarification regarding the triggers for phasing now
- How SMARTGrowth is a factor
- When was the last time a traffic study was done on Morriss and what areas were included
- Is there a plan to do a traffic study now that area roads have improved since the last study was done during a time where there was heavy construction near 35E and may have impacted the numbers
- What is the deadline for the regional toll revenue funding
- Are there any other methods along Morriss Rd that could be explored besides adding lanes to increase service levels, such as what was done in 2009 with the addition of decel lanes, and particularly near the school

- Interest in knowing specific details as it relates to sections of Morriss Rd for areas that may be failing
- What happened to the design plans from 2009 and why can't the Town use those instead of starting from scratch again
- If approved, what would the next steps be after the design, including the project schedule
- When would the residents have an opportunity for input

Council Discussion

There was Council discussion as follows:

- Why the agenda items were moved from consent to regular
- How the panel replacement and water line have to be done, but the question is how the town moves forward on the capacity expansion
- 11 foot wide lanes on Morriss versus 12 foot lanes on other roads in town, and how 11 feet was completed for Morriss to control speed
- How in the past capacity expansion was done by improving intersections and not adding lanes
- How the fire department tries to avoid Morriss in non-emergency situations due to the road width and inability to accommodate the truck size
- Are there improvements to the light timing that can be done
- Safety concerns when it comes to adding additional lanes
- How the item on the agenda is for the purpose of letting the professionals do the design work that will get answers to the questions being asked, instead of doing creative engineering at the dais
- How when the design comes back from the professionals the concerns regarding pedestrian and road crossing safety will be addressed with things such as lines, markings, and other indicators
- How the focus this evening is getting the design so an informed decision could be made
- How the breakdown of work is clarified in the packet
- Interest in having council input prior to going out to bid to allow a discussion about the tangibles that impact people, and to make sure areas of concern or ideas are being addressed
- Interest in getting public input in the process

Councilmember Bryan Webb moved to approve a Professional Services Agreement with Halff Associates, Inc., in the amount of \$80,965.00, associated with the design of the Morriss/Gerault Improvements Phase II (FM 3040 to Garden Road) project; and authorization for the Mayor to execute same on behalf of the Town. Councilmember Forest seconded.

VOTE ON MOTION:

Motion passed

AYES: FOREST, MCDANIEL, B WEBB

NAYS: J WEBB, BRYANT

13. Consider approval of a Professional Services Agreement with Kimley-Horn and Associates, Inc., in the amount of \$73,000.00, associated with the design of the Morriss Road Water Line Phase II (Forest Vista to Garden Road) project; and authorization for the Mayor to execute same on behalf of the Town.

Councilmember Bryan Webb moved to approve a Professional Services Agreement with Kimley-Horn and Associates, Inc., in the amount of \$73,000.00, associated with the design of the Morriss Road Water Line Phase II (Forest Vista to Garden Road) project; and authorization for the Mayor to execute same on behalf of the Town. Councilmember Forest seconded.

VOTE ON MOTION:*Motion passed***AYES: B WEBB, MCDANIEL, BRYANT, J WEBB, FOREST****NAYS: NONE**

17. Public Hearing to consider approval of an amendment to the Chapter 380 Agreement between the Town of Flower Mound and Haag Engineering Co.

Staff Presentation

Ms. Roy gave a presentation identifying or noting:

- Background information
- Haag engineering company and project details
- Haag amendment summary
- Haag Chapter 380 Agreement
- Cost benefit analysis

and she responded to questions from Council as follows:

- When are they hoping to be open for business

Mayor Hayden opened the Public Hearing at 8:22 p.m.

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

Support: Comments/Questions	Opposition: Comments/Questions	Question(s)/Comments Only
Paul Stone, 4100 Broadway	None.	None.
Jim Engel, 5110 Bayberry St		

Mayor Hayden closed the Public Hearing at 8:24 p.m.

Mayor Pro Tem McDaniel moved to approve an amendment to the Chapter 380 Agreement between the Town of Flower Mound and Haag Engineering Co. Deputy Mayor Pro Tem Bryant seconded the motion.

VOTE ON MOTION:*Motion passed***AYES: FOREST, J WEBB, BRYANT, MCDANIEL, B WEBB****NAYS: NONE**

18. Consider approval of a resolution creating a committee to discuss status, next steps, community engagement, opportunities, and other items related to the Gibson-Grant Cabin, and appointing a Town Council Member to serve on the committee.

Staff Presentation

Ms. Wallace pointed out the committee is solely for information sharing purposes and indicated there is a need for an appointment of a member of Council to serve on the committee, and she responded to questions from Council as follows:

- What is the composition of the committee
- Is there a set term for the committee

Council Discussion

There was Council discussion as follows:

- How there is a need for better communication about what is going on at the cabin

Councilmember Jason Webb moved to approve a resolution creating a committee to discuss status, next steps, community engagement, opportunities, and other items related to the Gibson-Grant Cabin, and to appoint Don McDaniel as the Town Council Member to serve on the committee. Councilmember Bryan Webb seconded the motion.

RESOLUTION NO. 23-17

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND CREATING A COMMITTEE TO DISCUSS STATUS, NEXT STEPS, COMMUNITY ENGAGEMENT OPPORTUNITIES, AND OTHER ITEMS RELATED TO THE GIBSON-GRANT CABIN.

VOTE ON MOTION:

Motion passed

**AYES: B WEBB, MCDANIEL, BRYANT, J WEBB, FOREST
NAYS: NONE**

19. Consider establishing rules for electioneering and sign regulations as it relates to elections.

Staff Presentation

Ms. Scott provided background information that led to having the topic come forward as an agenda item, and Mr. Meredith offered legal input on the topic of electioneering as well as sign placement.

Mr. Meredith, Ms. Scott, or Chief Kancel responded to questions from Council as follows:

- Clarification regarding the ability for council to establish designated areas for electioneering
- What is the impact on the parking situation at the police and courts building during voting periods
- What constitutes the presence of electioneering
- Could the 100' buffer be moved out to 150' or 200'
- Difference between loitering versus electioneering
- Current rules as it relates to timing and when signs can be placed on private property
- Which door is used to set the 100' buffer

Council Discussion

There was Council discussion as follows:

- Clarification regarding the purpose of the agenda item
- How there is not an issue with signs at the polling location; however, some of the concerns has to do with the location of electioneering in the parking lot
- Whether or not electioneering regulations would be applicable to all polling locations, or just the police and courts facility
- Interest in discussing the need for a third polling location
- Distaste for the gauntlet effect
- Concerns regarding restricting where people can talk, such as electioneering free zones
- How there is some benefit from citizens being able to easily approach a candidate
- What would the enforcement be if electioneering free zones were created
- How the goal is to restrict the more stationary items such as tents to the outer section of the parking lot, and to allow more foot traffic in the southern part of the parking lot (recognizing it's not a prohibition where you can't speak to someone outside the 100')
- Another part of the goal has to do with making room for people to park at the polls
- The possibility of putting information in the candidate packet about how to play nice
- Concerns that it's regressive to a certain degree because it hinders a new person on the scene that doesn't have a lot of face recognition in town, whereas an incumbent doesn't have the same challenge
- How the community has made comments about not going to vote because they don't want to go through the gauntlet, so why not push the line back and give space for people to park without being attacked
- How after the next May election there will only be two people running at a time
- Interest in making the demarcation permanent with a solid line so it's unquestionable where the boundary is
- How usually people running let the primaries get done before putting up signs around town
- How HOA's are more restrictive than the town when it comes to putting out signs

There was interest by a majority of Council to consider implementing some type of change with respect to electioneering at the polls, followed by a request for staff to bring the item forward for future discussion and include maps that outline both 150' and 200' out for all polling locations, as well as examples of what other cities have done in this area.

L. BOARDS/COMMISSIONS (Executive Conference Room)

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

No discussion.

M./N. CLOSED/OPEN MEETING

FLOWER MOUND TOWN COUNCIL MEETING OF NOVEMBER 6, 2017

PAGE 606

The Town Council convened into a closed meeting at 8:59 p.m. on November 6, 2017, pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.074, 551.087, 551.072, and 551.071 to discuss matters relating to personnel, economic development negotiations, real property, and consultation with attorney,, and reconvened into an open meeting at 9:57 p.m. on November 6, 2017, to take action on the items as follows:

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

No action taken.

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

No action taken.

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

No action taken.

- d. Consultation with Attorney as follows:

- 1. Professional Services and Management Agreement between the Town of Flower Mound and DayOne Consulting, LLC.
- 2. Riverwalk water line repair claim
- 3. Public Information Request number 842-17

No action taken.

O. ADJOURN REGULAR MEETING

Mayor Hayden adjourned the meeting at 9:58 p.m. on Monday, November 6, 2017, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

THOMAS E. HAYDEN, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO.2

CONSENT ITEM

DATE: November 20, 2017

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of a resolution casting the vote of the Town of Flower Mound, Texas, for the election of the Board of Directors of the Denton Central Appraisal District (DCAD).

BACKGROUND INFORMATION: The property Tax Code, Section 6.03, requires that an election or appointment of members of the Board of Directors of an appraisal district be conducted in odd numbered years. The term of office for elected or appointed members is two years beginning in even numbered years. Furthermore, it is the chief appraiser's responsibility to initiate the process for taxing jurisdictions to select individuals to serve as the Board of Directors.

At the September 18, 2017, meeting there was Council action that included a nomination of Flower Mound residents Mike Hassett and Connie Smith to be considered by the taxing jurisdictions. Those names were provided to DCAD and this item is for the purpose of casting votes for the nominees. There were no additional nominees from Flower Mound presented.

For Denton County, the Town of Flower Mound has 122 votes for the DCAD Board of Directors, which is based upon the 2016 tax levy.

Votes may be cast for one nominee or they can be distributed among any number of the nominees. The draft Resolution reflects a 50/50 split of the votes for Mr. Hassett and Ms. Smith, as has been done in the past when multiple qualified Flower Mound residents/nominees are included for consideration.

The five nominees that receive the most votes become the Board of Directors as of January 1st.

Given the Town only has one vote for the Tarrant County Appraisal District, and there were no nominees from Flower Mound presented for consideration, there is no required action to take for the TCAD nominees.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Memo from DCAD
2. Draft resolution

DRAFT MOTION: Move to approve a resolution casting the vote of the Town of Flower Mound, Texas, for the election of Mike Hassett (61 votes) and Connie Smith (61 votes) to the Board of Directors of the Denton Central Appraisal District (DCAD).



DENTON CENTRAL APPRAISAL DISTRICT

3911 MORSE STREET, P O BOX 2816
DENTON, TEXAS 76202-2816

RECEIVED

MEMO

OCT 30 2017

Town of Flower Mound
TOWN SECRETARY'S OFFICE

TO: All Taxing Jurisdictions

FROM: Rudy Durham, Chief Appraiser

DATE: October 26, 2017

SUBJECT: Candidates to Board of Directors of Denton Central Appraisal District

Candidates to the Denton Central Appraisal District Board of Directors are listed below. The list is in alphabetical order by last name.

Each voting unit must cast its vote by written resolution and submit it to the Chief Appraiser before December 15th. The unit may cast all its votes for one candidate or may distribute the votes among any number of candidates. When a voting unit casts its votes, it must cast the votes for a person that was nominated and is named on the ballot. There is no provision for write-in candidates. The Tax Code does not permit the Chief Appraiser to count votes cast for someone not listed on the official ballot. The five nominees receiving the most votes will become the Board of Directors.

The candidates nominated by the taxing jurisdictions are: (Please note Asterisk below)

<u>Candidate</u>	<u>Nominating Jurisdiction</u>
1. Roy Atwood	Lewisville ISD, City of Carrollton
2. Robert Gallagher *	Town of Trophy Club
3. Mike Hassett	Lewisville ISD, City of Lewisville, Town of Flower Mound, Town of Trophy Club
4. George Pryor	Denton County
5. Connie Smith	Town of Trophy Club, City of Lewisville, Town of Flower Mound
6. Charles Stafford	Town of Trophy Club, City of Lewisville, Aubrey ISD, Lewisville ISD
7. David Terre	Lewisville ISD, City of The Colony, Denton County, Northwest ISD Town of Trophy Club, City of Lewisville, City of Frisco

*Robert Gallagher has indicated that he does not want to be reappointed to the Board of Directors.

Since some of you may not be familiar with the process of selecting the Board, please do not hesitate to contact Kathy Williams at (940) 349-3974 for clarification and/or information.

DENTON CENTRAL APPRAISAL DISTRICT 2017 DISTRIBUTION OF VOTES				
JURISDICTIONS		2016 LEVY	%OF TOTAL LEVIES	NUMBER OF VOTES
SCHOOL DISTRICTS:				
S01	ARGYLE ISD	24,268,557.39	1.4557%	73
S02	AUBREY ISD	12,363,170.95	0.7416%	37
S03	CARROLLTON-FB ISD	48,142,581.32	2.8876%	144
S04	CELINA ISD	391,045.31	0.0235%	1
S05	DENTON ISD	219,694,795.75	13.1775%	658
S15	ERA ISD	2,727.25	0.0002%	1
S06	FRISCO ISD	129,164,592.16	7.7474%	387
S07	KRUM ISD	10,194,531.49	0.6115%	31
S08	LAKE DALLAS ISD	26,220,441.64	1.5727%	79
S09	LEWISVILLE ISD	460,594,336.33	27.6269%	1381
S10	LITTLE ELM ISD	49,086,035.96	2.9442%	147
S11	NORTHWEST ISD	94,099,163.48	5.6442%	282
S12	PILOT POINT ISD	7,196,449.60	0.4317%	22
S13	PONDER ISD	8,972,869.46	0.5382%	27
S17	PROSPER ISD	5,221,828.70	0.3132%	16
S14	SANGER ISD	12,636,013.60	0.7579%	38
S16	SLIDELL ISD	467,606.19	0.0280%	1
SCHOOL DISTRICTS TOTALS		\$1,108,716,746.58	66.502%	3325
G01	DENTON COUNTY	\$197,577,331.97	11.85%	593
CITIES:				
C26	TOWN OF ARGYLE.....	2,184,044.35	0.1310%	7
C01	CITY OF AUBREY.....	1,055,677.81	0.0633%	3
C31	TOWN OF BARTONVILLE..	631,787.92	0.0379%	2
C02	CITY OF CARROLLTON	38,888,307.21	2.3326%	115
C49	CITY OF CELINA.....	5,549.59	0.0003%	1
C03	CITY OF THE COLONY...	24,415,468.69	1.4645%	73
C21	TOWN OF COPPELL	937,425.62	0.0562%	3
C27	TOWN OF COPPER CANYON	649,532.61	0.0390%	2
C04	CITY OF CORINTH.....	10,509,683.29	0.6304%	32
C47	TOWN OF DRAPER	8,217.69	0.0005%	1
C20	CITY OF DALLAS.....	10,208,152.45	0.6123%	31
C05	CITY OF DENTON.....	64,302,599.15	3.8569%	191
C42	CITY OF DISH.....	125,470.82	0.0075%	1
C30	TOWN OF DOUBLE OAK...	979,984.89	0.0588%	3
C07	TOWN OF FLOWER MOUND.	41,287,914.95	2.4765%	122
C36	CITY OF FORT WORTH.....	12,067,337.59	0.7238%	36
C32	CITY OF FRISCO.....	42,581,062.96	2.5541%	125
C39	CITY OF GRAPEVINE.....	194.98	0.0000%	1
C22	TOWN OF HACKBERRY...	126,624.53	0.0076%	1
C38	CITY OF HASLET.....	4,990.76	0.0003%	1
C19	TOWN OF HICKORY CREEK	1,657,786.99	0.0994%	5
C08	CITY OF HIGHLAND VILLAG	11,599,268.94	0.6957%	35
C09	CITY OF JUSTIN.....	1,822,922.09	0.1093%	5
C18	CITY OF KRUGERVILLE..	502,066.92	0.0301%	2
C10	CITY OF KRUM.....	1,913,205.13	0.1148%	6
C11	CITY OF LAKE DALLAS..	2,707,832.98	0.1624%	8
C25	CITY OF LAKEWOOD VILLAGE	265,021.25	0.0159%	1
C12	CITY OF LEWISVILLE...	36,618,908.05	2.1964%	109
C13	TOWN OF LITTLE ELM...	18,490,410.60	1.1091%	54
C33	TOWN OF NORTHLAKE...	1,175,586.11	0.0705%	4
C24	CITY OF OAK POINT....	1,946,255.35	0.1167%	6
C14	CITY OF PILOT POINT..	1,443,726.62	0.0866%	4
C29	CITY OF PLANO.....	5,093,232.89	0.3055%	15
C15	TOWN OF PONDER.....	733,805.87	0.0440%	2
C48	CITY OF PROSPER	1,166,654.94	0.0700%	4
C51	TOWN OF PROVIDENCE VIL	3,552,928.11	0.2131%	11
C17	CITY OF ROANOKE.....	6,509,645.41	0.3905%	20
C16	CITY OF SANGER.....	3,625,622.99	0.2175%	11
C34	TOWN OF SHADY SHORES	842,603.44	0.0505%	3
C37	CITY OF SOUTHLAKE.....	582,976.09	0.0350%	2
C28	CITY OF TROPHY CLUB..	7,676,161.09	0.4604%	23
C44	CITY OF WESTLAKE	1,586.60	0.0001%	1
CITY TOTAL		\$360,898,237.19	21.65%	1082
TOTAL ALL JURISDICTIONS		\$1,667,192,315.74	100.00%	5000

TOWN OF FLOWER MOUND, TEXAS**RESOLUTION NO. -17**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, CASTING THE TOWN OF FLOWER MOUND'S ONE HUNDRED TWENTY TWO (122) ALLOCATED VOTES FOR THE ELECTION OF THE BOARD OF DIRECTORS FOR THE DENTON CENTRAL APPRAISAL DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 6.03 of the Tax Code provides for the selection of members for the Denton Central Appraisal District's Board of Directors based on the standard process of nominations and selection by the voting units in a taxing jurisdiction;

WHEREAS, the Town of Flower Mound, Texas, based on the 2016 tax levy for the Town, was allocated a total of one hundred twenty two (122) votes to cast for nominated candidate(s) named on the memo provided by the Chief Appraiser of the Denton Central Appraisal District;

WHEREAS, upon receiving the selections submitted by all voting units of the taxing jurisdiction, the five nominees receiving the most votes will be appointed members of the Board of Directors for the Denton Central Appraisal District;

WHEREAS, it is the desire of the Town Council of the Town of Flower Mound, Texas, to cast the Town's one hundred twenty two (122) allocated votes towards the selection of the Board of Directors for the Denton Central Appraisal District.

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

SECTION 1

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

SECTION 2

The Town Council hereby casts the votes of the Town of Flower Mound, Texas, divided equally to Mike Hassett (61 votes) and Connie Smith (61 votes) in the election of the Board of Directors of the Denton Central Appraisal District.

SECTION 3

This Resolution shall take effect immediately from and after its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS BY A VOTE OF _____ TO _____ ON THE 20th DAY OF NOVEMBER, 2017.

APPROVED:

Thomas E. Hayden, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: November 20, 2017

FROM: Gary Bertagnolli, Director of IT

ITEM: Consider approval for the purchase of network switches and routers, to replace aged infrastructure, from Dell and Mojo Systems in the amount of \$69,668.02.

BACKGROUND INFORMATION: The Town's Avaya network switch infrastructure is nine years old in most locations and needs replacing. Switch outages cause loss of network connectivity, which results in reduced employee productivity and possible data loss. The new Dell switches will bring the Town in line with our standardization of Dell products. They also fall in line with the core switch infrastructure planned for the new Town Hall.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$69,668.02

Proposed Expenditure:	Account Number(s):
\$69,668.02	100-655-59100-2120

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Dell Switch Quote
2. MikroTik Router Quote

DRAFT MOTION: Move to approve the purchase of network switches and routers, to replace aged infrastructure, from Dell and Mojo Systems in the amount of \$69,668.02.

Attachment 1



A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Total: \$63,783.02

Quote number:	Quote date:	Quote expiration:	Solution ID:	Deal ID:
3000018495241.1	Oct. 16, 2017	Nov. 15, 2017	8731080	14802525
Company name:	Customer number:	Phone:		
TOWN OF FLOWER MOUND	2434214	(972) 874-6052		
Sales rep information:	Billing Information:			
Michael Hamilton	TOWN OF FLOWER MOUND			
Michael_Hamilton@Dell.com	2434214			
(800) 456-3355	2121 CROSS TIMBERS RD			
Ext: 5138843	FLOWER MOUND			
	TX 75028-2602			
	US			
	(972) 874-6052			

Pricing Summary

Item	Qty	Unit Price	Subtotal
Dell Networking,Cable,SFP+ to SFP+,10GbE,Copper Twinax Direct Attach Cable,0.5 Meter - Kit	4	\$40.60	\$162.40
Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 5 Meter,Cu sKit	1	\$77.14	\$77.14
Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 1 Meter,Cu sKit	6	\$52.78	\$316.68
Dell Networking N3048P	17	\$3,042.90	\$51,729.30
Dell Networking N3024P	6	\$1,916.25	\$11,497.50
Subtotal:			\$63,783.02
Shipping:			\$0.00
Environmental Fees:			\$0.00
Non-Taxable Amount:			\$63,783.02
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$63,783.02

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,

Michael Hamilton

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

Shipping Group 1

Shipping Contact:	Shipping phone:	Shipping via:	Shipping Address:
MIS DEPT	(214) 539-8514	Standard Ground	2121 CROSS TIMBERS RD FLOWER MOUND TX 75028-2602 US

SKU	Description	Qty	Unit Price	Subtotal
	Dell Networking,Cable,SFP+ to SFP+, 10GbE,Copper Twinax Direct Attach Cable,0.5 Meter - Kit	4	\$40.60	\$162.40

Estimated delivery date: Oct. 20 - 24, 2017

Contract No: 42AFU

Customer Agreement No: DIR-SDD-1951

470-AAVK	Dell Networking,Cable,SFP+ to SFP+, 10GbE,Copper Twinax Direct Attach Cable,0.5 Meter - Kit	4	-	-
----------	---	---	---	---

SKU	Description	Qty	Unit Price	Subtotal
	Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 5 Meter,Cu sKit	1	\$77.14	\$77.14

Estimated delivery date: Oct. 20 - 24, 2017

Contract No: 42AFU

Customer Agreement No: DIR-SDD-1951

470-AAVG	Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 5 Meter,Customer Kit	1	-	-
----------	--	---	---	---

SKU	Description	Qty	Unit Price	Subtotal
	Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 1 Meter,Cu sKit	6	\$52.78	\$316.68

Estimated delivery date: Oct. 20 - 24, 2017

Contract No: 42AFU

Customer Agreement No: DIR-SDD-1951

470-AAVH	Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 1 Meter, Customer Kit	6	-	-
SKU	Description	Qty	Unit Price	Subtotal
	Dell Networking N3048P	17	\$3,042.90	\$51,729.30
	Estimated delivery date: Oct. 20 - 24, 2017			
	Contract No: 42AFU			
	Customer Agreement No: DIR-SDD-1951			
210-ABOH	Dell Networking N3048P, L3, POE+, 48x 1GbE, 2xCombo, 2x 10GbE SFP+ fixed ports, Stacking, IO to PSU air, 1x 1100w AC PSU	17	-	-
450-ABKF	Power Supply, 1100w, Hot Swap, Required for more than 900 watts of POE+, or for redundancy	17	-	-
343-BBBQ	Dell Networking N2000/3000 Series User Guide	17	-	-
332-1286	US Order	17	-	-
966-3310	Dell Hardware Limited Warranty Initial Year	17	-	-
966-3312	Dell Hardware Limited Warranty Extended Year(s)	17	-	-
966-3320	Lifetime Limited Hardware Warranty with Basic Hardware Service Next Business Day Parts Only on Your Network Switch	17	-	-
966-3326	ProSupport: Next Business Day Onsite Service After Problem Diagnosis, Initial Year	17	-	-
966-3331	ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 2 Year Extended	17	-	-
966-3379	ProSupport: 7x24 HW / SW Tech Support and Assistance, 3 Year	17	-	-
989-3439	Thank you choosing Dell ProSupport. For tech support, visit http://www.dell.com/support or call 1-800- 945-3355	17	-	-
900-9997	On-Site Installation Declined	17	-	-
470-ABHC	Stacking Cable, for Dell Networking N2000/N3000/S3100 series switches (no cross-series stack), 0.5m	17	-	-
450-ADYH	Power Cord, 125V, 13A, 6 Feet, C15 to NEMA 5-15P	34	-	-
SKU	Description	Qty	Unit Price	Subtotal
	Dell Networking N3024P	6	\$1,916.25	\$11,497.50
	Estimated delivery date: Oct. 20 - 24, 2017			
	Contract No: 42AFU			

Customer Agreement No: DIR-SDD-1951				
210-ABOF	Dell Networking N3024P, L3, POE+, 24x 1GbE, 2xCombo, 2x 10GbE SFP+ fixed ports, Stacking, IO to PSU air, 1x 715w AC PSU	6	-	-
450-ABKH	Power Supply, 715w, Hot Swap, Required for more than 550 watts of POE+, or for redundancy	6	-	-
343-BBBQ	Dell Networking N2000/3000 Series User Guide	6	-	-
332-1286	US Order	6	-	-
966-3309	Dell Hardware Limited Warranty Initial Year	6	-	-
966-3311	Dell Hardware Limited Warranty Extended Year(s)	6	-	-
966-3319	Lifetime Limited Hardware Warranty with Basic Hardware Service Next Business Day Parts Only on Your Network Switch	6	-	-
966-3325	ProSupport: Next Business Day Onsite Service After Problem Diagnosis, Initial Year	6	-	-
966-3330	ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 2 Year Extended	6	-	-
966-3378	ProSupport: 7x24 HW / SW Tech Support and Assistance, 3 Year	6	-	-
989-3439	Thank you choosing Dell ProSupport. For tech support, visit http://www.dell.com/support or call 1-800- 945-3355	6	-	-
900-9997	On-Site Installation Declined	6	-	-
470-ABHC	Stacking Cable, for Dell Networking N2000/N3000/S3100 series switches (no cross-series stack), 0.5m	6	-	-
450-ADYH	Power Cord, 125V, 13A, 6 Feet, C15 to NEMA 5-15P	12	-	-
			Subtotal:	\$63,783.02
			Shipping:	\$0.00
			Environmental Fees:	\$0.00
			Estimated Tax:	\$0.00
			Total:	\$63,783.02

Important Notes

Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale (www.dell.com/learn/us/en/uscorp1/terms-of-sale), which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (for [Consumer warranties](#) ; for [Commercial warranties](#)).

If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply ([Consumer](#); [Commercial](#)). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at <https://mozy.com/about/legal/terms>.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

MOJO SYSTEMS

128 SOUTH LUCILE ST.
SEATTLE, WA 98108
U.S.A.
P: 866-230-6656

QUOTATION 17565

Valid for 90 days
10/16/2017
Terms NET 30

Attachment 2

Contact**CITY OF FLOWER MOUND**

2121 Cross Timbers Road
Flower Mound, TX 75028
U.S.A.

Attn: Rob Silvy
Phone: 972.874.6000

From**Spencer Covich**

128 SOUTH LUCILE ST.
SEATTLE, WA 98108
U.S.A.

Phone: 206-576-1772
Fax: 206-568-3010
Email: spencerc@gotomojo.com

Ship To**CITY OF FLOWER MOUND**

2121 Cross Timbers Road
Flower Mound, TX 75028
U.S.A.

Attn: Rob Silvy
Phone: 972.874.6000

Item Number	Mfgr	Qty	Description / Comments	Unit Price	Extended
CCR1072-1G-8S+	MIKROTIK	2	Mikrotik CCR1072 Cloud Core Router 1072-1G-8S+ 72-cores 1.2Ghz 16GB 8xSFP+ OSL6	2,925.00	5,850.00
				Total Sales	5,850.00

Freight	35.00
Your Price	5,885.00

Contract Comments

Hardware Includes a Lifetime Warranty, Advanced Exchange Parts
Replacement

Batteries & Tape Drives include a One Year Warranty

Freight charges are pre-paid and added to the invoice.

A hard copy purchase order is required.

Lifetime Technical Support

A 20% restocking fee will be applied if the order is cancelled after the
receipt of a hard copy purchase order.



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: November 6, 2017

FROM: Jeff Garner, Director of Facilities Management

ITEM: Consider increasing the annual unit price contract to provide minor construction and repair activities from an estimated amount of \$200,000 to \$250,000.

BACKGROUND INFORMATION: In April 2016, the Town Council approved the award of request for bids number 2016-38 to Zac Moore Construction and Unlimited Hotel Services, Incorporated to establish an annual unit price contract to provide minor construction and repair activities in an estimated amount of \$200,000.

Since the original estimate, there has been an increase in work and repair activities. Additionally, the contractors will be assisting with completing projects in Town buildings as identified in the ADA Transition Plan. For these reasons, the original estimate of \$200,000 needs to be increased to \$250,000.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$50,000.00

Proposed Expenditure:	Account Number(s):
\$50,000.00	100-650-59200-5110

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Town Council Consent Agenda Item No. 2 (April 4, 2016)

DRAFT MOTION: Move to increase the annual unit price contract to provide minor construction and repair activities from an estimated amount of \$200,000 to \$250,000.



TOWN COUNCIL AGENDA ITEM NO. 2

CONSENT ITEM

DATE: April 4, 2016

FROM: Rochelle Ragas, Purchasing Manager

ITEM: Consider approval of the award of Request for Bids Number 2016-38 to Zac Moore Construction and Unlimited Hotel Services, Incorporated to establish an annual unit price contract to provide minor construction and repair activities in an estimated amount of \$200,000; and authorization for the Mayor to execute same on behalf of the Town. The contract is for one-year with four one-year renewal options.

BACKGROUND INFORMATION: On February 7, 2016 a Request for Bids was issued and a notice to proposers was advertised. Two (2) responses were received by the due date of March 1, 2016. A review was conducted by the Facilities Management Division representatives to ensure that both vendors met all requirements as specified for this service.

The Contractors will perform minor construction and repair activities as directed by the Flower Mound Facilities Management Division, and shall consist of work activities normally completed by Facilities. The work under this contract will be completed on an 'as needed' basis and will be assigned to the Contractors when the work load of Facilities exceeds the available resources for the timely and successful completion of the work activity. The work activities are based upon work overages, work back logs, and/or emergency requests. The work is for labor only unless otherwise indicated at the time of request. Both Contractors have a long history of performing quality, satisfactory work for the Facilities Division.

FISCAL IMPACT: \$200,000

Proposed Expenditure:	Account Number(s):
\$200,000	100-655-59200-5110

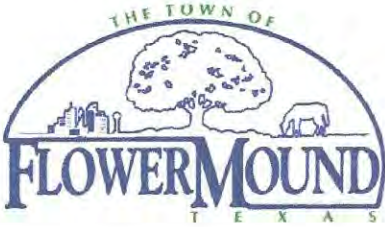
Finance Review by: Debra Wallace, Assistant Town Manager/CFO *DW*

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Contract – Zac Moore
2. Contract – Unlimited Hotel Services, Incorporated

RECOMMENDATION: Move to approve the award of Request for Bids Number 2016-38 to Zac Moore Construction and Unlimited Hotel Services, Incorporated to establish an annual unit price contract to provide minor construction and repair activities in an estimated amount of \$200,000; and authorization for the Mayor to execute same on behalf of the Town. The contract is for one-year with four one-year renewal options.

	CONTRACT	1. Contract No.: 2016-38
		2. Contract Title: Handyman Services
		3. Council Approval Date April 4, 2016
4. Name and Address of Town Town of Flower Mound 2121 Cross Timbers Road Flower Mound, Texas 75028	5. Name and Address of Contractor Zac Moore 1417 Evergreen Drive Lewisville, Texas 75067 Attn: Zac Moore E-Mail: moorefamily90@yahoo.com	
6. Contract Agreed Amount: Estimated annual amount \$100,000.00		
7. The Town of Flower Mound (Town) and the Contractor agree to perform this Contract in strict accordance with the documents <u>listed below</u>, all of which are made a part of this contract: Attachment A: Proposers Response Attachment B: Specifications/Scope of Work Attachment C: Special Provisions Attachment D: General Terms and Conditions		
8. Performance Period: One (1) year with options to renew for four (4) additional one (1) year periods.	9. Approved as to Form: N/A Town's Legal Counsel	
10. Zac Moore Construction By <u>Zac Moore</u> (Signature of Authorized Representative) Date Signed: <u>17 MAR. 16</u> Print Name: <u>ZAC MOORE</u>	11. Town of Flower Mound By _____ (Signature of Authorized Representative) Date Signed: _____ Tom Hayden, Mayor	

ATTACHMENT A

BID RESPONSE FORMS

TO: Purchasing Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028

FROM: IAC MOORE
PROPOSER

1 BID PRICING:

Pricing of the tasks in the bid pricing sheet will include all overhead, insurance, and profit, fuel charges, labor charges (per man/per hour) as is work which will normally take one week or less to complete. Larger projects will be completed at a flat rate price as requested by the Facilities Management Division.

The undersigned, as an independent contractor, hereby offers to provide the Town of Flower Mound (Town), at the terms and conditions contained in this Solicitation No. 2016-38 and this Bid, the following goods and/or services at the prices hereby bid:

BID PRICING SHEET

<i>Work Activity</i>	<i>Delivery schedule (Business days to start work activity after notice to proceed received)</i>	<i>Cost (Fixed 12 month cost per man/per hour)</i>
Example: Install Widget	3 days	\$50
Example: Install Widget	0	No Bid
Interior Painting	1	A 30
Exterior Painting	1	A 30
Drywall Repair/Installation	2	A 30
Carpentry – Framing Wood	2	A 30
Carpentry – Framing Metal	2	A 30
Tape, Bed, Texture	1	A 30
Laborer Cost (jobs not requiring skilled technician or where technician needs assistance)	3	A 18

<i>Item description</i>	<i>Delivery schedule (Business days)</i>	<i>Cost (estimate)</i>
Night Premium Charges (added to regular hourly charges)	2	\$ 45
Weekend Premium Charges (added to regular charges)	2	\$ 45
Power washing	1	\$ 30
Repair/Install Door Hardware	1	\$ 30
Install/Repair/Window Glass/Hardware/Storefront	2	\$ 30
Carpentry – Finish	2	\$ 30
Concrete Repair with FlexKrete	2	\$ 30
Concrete Replacement	2	\$ 30
Caulking - Exterior	1	\$ 30
Shower Repair	1	\$ 30
Shower Replacement	2	\$ 30
Route/Seal Concrete Ramps & Driveways	2	\$ 30
Demolition – Wood Framing	1	\$ 30
Demolition – Metal Framing	1	\$ 30
Demolition - Concrete	2	\$ 30
Swimming Pool Tile Repair	1	\$ 30
Swimming Pool Slide Cleaning/Wax	2	\$ 30
Swimming Pool Slide Repair/Caulk	2	\$ 30
Corrosion Control Metal Structures	2	\$ 30

<i>Item description</i>	<i>Delivery schedule (Business days)</i>	<i>Cost (estimate)</i>
Grout Repair/Replace/Seal Vertical and Horizontal	2	\$ 30
Caulking Interior –Tubs, Sinks, Countertops	1	\$ 30
Restripe – Parking Lots	2	\$ 30
Construct Shelving – Metal/Wood	2	\$ 30
Flooring Repair – Carpet, VCT, Vinyl, Wood, Ceramic, etc.	2	\$ 30
Flooring Install - Carpet, VCT, Vinyl, Wood, Ceramic, etc.	2	\$ 30
Repair/Replace Siding, Soffit, Fascia	1	\$ 30
Repair/Replace Fencing – Wood, Metal, Chain link	1	\$ 30
Gutter Cleaning/Repair	1	\$ 30
Roof Drain Cleaning	1	\$ 30
Install/Relocate Mailboxes	2	\$ 30
Install/Repair Railing Wood/Metal	2	\$ 30
Repair/Replace/Install Weather-stripping	1	\$ 30
Clean Organize Mechanical Rooms, Storage Areas, Trash Enclosures Interior/Exterior	2	\$ 30
Assist with Relocation of Office Furniture and Equipment	1	\$ 30
Assist with Setup of Office Furniture and Equipment	1	\$ 30
Repair/Replace/Install Acoustical Ceiling Tile & Grid	1	\$ 30
Clean Light Fixtures Interior/Exterior	2	\$ 30
Clean Ceiling Fans Interior/Exterior	2	\$ 30
Clean Air Registers Supply and Return	2	\$ 30

<i>Item description</i>	<i>Delivery schedule (Business days)</i>	<i>Cost (estimate)</i>
Assist HVAC Tech with Air Filter Replacement	2	\$ 30
Assist HVAC Tech with Cleaning Condenser Coils	2	\$ 30
Install/Replace Signage Interior/Exterior	2	\$ 30
Assist Maintenance Tech II With install A/V wiring	2	\$ 30
Remove/Blow Leaves and Debris from building entry's	1	\$ 30
Repair/Replace Laminate Countertops, Desks	1	\$ 30
Assist with Setup/Removal Holiday Decorations	2	\$ 30
Assist with Restocking Janitorial Supplies	2	\$ 30
Assist with Janitorial Services Mopping, cleaning sinks/toilets	2	\$ 30

Hourly rate/premium charge for work conducted outside of normal business hours:

\$ 45 HELPER \$ 27

2 COOPERATIVE PURCHASING PROVISION (ACCEPTANCE OPTIONAL):

Cooperative Purchasing does not apply to this bid.

3 INSURANCE REVIEW VERIFICATION

3.1 Does the proposer currently carry the insurance coverage as specified in the Special Provisions?

☒ Yes ☐ No

3.2 If no, has the proposer reviewed the steps necessary, including cost, with its insurance agent, broker or internal department to ensure it will obtain the specified insurance?

☐ Yes ☐ No

4 INSURANCE AFFIDAVITTown of Flower Mound Solicitation No. 2016-38NAME OF PROPOSER: ZAC MOORE**To be completed by the Proposer:**

I confirm that, if awarded the Contract, I will comply with all of the Insurance Provisions, as stated in the Insurance Requirements of Solicitation No. 2016-38, and said insurance shall be provided without change to the prices offered.

Name of Proposer: ZAC MOOREAuthorized Agent (please print): ZAC MOOREAuthorized Agent's Signature: ZAC MOOREDate: 23 FEB. 16**To be completed by Proposer's insurance provider:**

I confirm that, if awarded the Contract, the Proposer name stated above either has insurance coverage or can obtain coverage in compliance with the requirements of Town of Flower Mound Solicitation No. 2016-38. I further confirm that this Insurance Agency can comply with the insurance provisions as stated in the Insurance Requirements.

Insurance Agency: Agents Alliance LTDInsurance Agent's Name (please print): Kelly DavenportInsurance Agent's Signature: Kelly L DavenportDate: 2/22/2016

5 WORKERS COMPENSATION HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

For and in consideration of the sums paid to Contractor by Town under Contract No. 2016-38 (the "Contract") and Contractor's desire to provide this Hold Harmless and Indemnification Agreement in lieu of workers compensation insurance, Contractor, for himself and as sole proprietor of Contractor, hereby agrees to release, defend, indemnify, and hold harmless the Town of Flower Mound and its respective officers, agents and employees from, and against any and all claims and causes of action, including, but not limited to, injury, death, disease, or employer liability arising from or in connection with Contractor in performance of the work, including such personal injury, death, disease or employer liability caused by the sole negligence of the Town.

I further certify that my company or firm qualifies for exemption from workers compensation insurance requirements under the law; that I am the company or firm's sole proprietor; and that I will provide proof of medical insurance for myself, the only person from my company or firm that will be performing work under this contract.

NAME OF FIRM: ZAC MOORE

NAME OF SOLE PROPRIETOR: ZAC MOORE

SIGNATURE OF SOLE PROPRIETOR: Zac Moore

DATE: 23 FEB. 16

6 BID ENDORSEMENT FORM

The undersigned, in submitting this Bid and endorsement of same, represents that he/she is authorized to obligate his/her firm, and that he/she has read this entire Solicitation package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

THE PROPOSER AGREES THAT THIS BID, WHEN ACCEPTED BY THE TOWN, SHALL CONSTITUTE A CONTRACT EQUALLY BINDING BETWEEN THE PROPOSER AND THE TOWN. Acceptance may be acknowledged in writing by an Acceptance Letter or Purchase Order issued by the Town, or a Contract document issued by the Town and executed by both parties, followed by a Notice to Proceed issued by the Town. Each of these forms constitutes a legal contract equally binding between the Successful Proposer and the Town. After Bid acceptance, no different or additional terms shall become part of the Contract without a properly executed change order.

BID FOR SOLICITATION NO. 2016-38

SUBMITTED BY:

ZAC MOORE
(OFFICIAL NAME OF PROPOSING FIRM)

By: ZAC MOORE
(Original Signature of Proposing Firm's Authorized Agent)

*Must be signed for bid
to be considered responsive*

ZAC MOORE
(Typed or Printed Name)

OWNER
(Title)

moorefamily90@yahoo.com
(Email)

214-213-8068
(Telephone Number)

23 FEB. 16
(Date Signed)

ZAC MOORE

1417 Evergreen Dr.
Lewisville, TX 75067
214.213.8068
moorefamily90@yahoo.com

REFERENCES

GARY HAMILTON

Ghamilton@altair-co.com

972.231.5166 work
972.358.3401 cell

Relationship

Personal Friend, 48 years

JEFF GARNER

Jeff.garner@flower-mound.com

972.874.6064

Relationship

Professional, 20 years

ROBBIE MCCARTY

robbie@rmsdenton.com

940.368.3431

Relationship

Professional, 26 years



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/22/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Agents Alliance Services, Ltd Ramey King Insurance 510 N. I35 E Denton TX 76205	CONTACT NAME: Kelly Davenport PHONE (A/C, No, Ext): (940) 382-9691 FAX (A/C, No): (940) 243-1050 E-MAIL ADDRESS: KellyD.SidwellIns@Verizon.Net <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Hartford Lloyds Ins. Co.</td> <td>38253</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Lloyds Ins. Co.	38253	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Hartford Lloyds Ins. Co.	38253														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED ZAC MOORE CARPENTRY 1417 EVERGREEN DR. LEWISVILLE TX 75067															

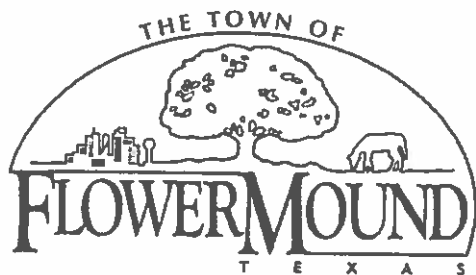
COVERAGES **CERTIFICATE NUMBER: 2015-2016** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			468BAKV8867	12/7/2015	12/7/2016	EACH OCCURRENCE
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)
	☐ CLAIMS-MADE ☒ OCCUR	X					MED EXP (Any one person)
							PERSONAL & ADV INJURY
							GENERAL AGGREGATE
							PRODUCTS - COMP/OP AGG
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☒ POLICY ☐ PRO-JECT ☐ LOC						
A	AUTOMOBILE LIABILITY			468BAKV8867	12/7/2015	12/7/2016	COMBINED SINGLE LIMIT (Ea accident)
	☐ ANY AUTO						BODILY INJURY (Per person)
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)
	☒ HIRED AUTOS						PROPERTY DAMAGE (Per accident)
	☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	X					
	UMBRELLA LIAB						EACH OCCURRENCE
	EXCESS LIAB						AGGREGATE
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT
							E.L. DISEASE - EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The General Liability coverage includes a blanket automatic Additional Insured endorsement or policy terms that provide additional insured status including Products and Completed Operations hazard and a blanket Waiver of Subrogation endorsement that provides a Waiver of Subrogation to the Certificate Holder only when there is a written contract between the Named Insured and the Certificate Holder that requires such status subject to policy terms and conditions.

CERTIFICATE HOLDER (972) 874-6456 Town of Flower Mound It's Officers, Officials, Employees & Volunteers 2121 Cross Timbers Rd. Flower Mound, TX 75028	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jeff King/KLD
---	---



RECEIPT

TOWN OF FLOWER MOUND

2121 Cross Timbers Rd
Flower Mound, TX 75028

Phone (972) 874-6355

Company: ZAC MOORE

Location: 1417 EVERGREEN DR

Owner:

City Registration #: AEC-1841

Receipt Number: R3028404

Fee Description	Account	Fee Amount
BI CONTRACTORS	1004330	\$ 125.00

Total Fees Paid:

\$ 125.00

Date Paid: Friday, February 26, 2016

Paid By: ZAC MOORE

Pay Method: CASH

Received By: MYLINDA TAYLOR

SPECIFICATIONS / SCOPE OF WORK

1 GENERAL OVERVIEW

The Work which will be completed under this Contract will be completed for the Town of Flower Mound Facilities Management Division ('Facilities'). The Contractor will be performing minor construction and repair activities as directed by Facilities, and shall consist of work activities normally completed by Facilities. The work under this Contract will be done on an 'as needed' basis and will be assigned to the Contractor when the work load of Facilities exceeds the available resources for the timely and successful completion of the work activity. The work activities are based upon work overages, work back logs, and/or emergency requests. This Contract is for labor only, unless otherwise indicated at the time of request. All work will be approved/inspected by Facilities and other Town Divisions (i.e. Building Inspections, MIS, etc.) where work will be conducted to ensure code compliance. Services performed under this Contract shall be subject to regular inspections by the Town of Flower Mound representatives.

2 SPECIFICATIONS / SCOPE OF WORK**2.1 Assumptions**

- 2.1.1 The Contractor shall provide all tools and transportation required to perform the work activities requested by Facilities. A list of possible items are: paint spray rig, trowels, hand tools, power tools, table saws, plumbing snakes, battery operated hand tools, paint brushes, paint shakers, etc.
- 2.1.2 The Contractor shall bill the Town only for hours worked. Billing will begin when Contractor employees arrive at a Town building and end when they depart a Town building. Lunch periods shall not be included in the billing.

2.2 Exceptions

- 2.2.1 The Town of Flower Mound ('Town') shall provide all materials to complete the work requested of the Contractor. A list of possible items are: drywall, screws, light fixtures, paint, primer, caulk, etc.
- 2.2.2 The Town shall provide heavy equipment for work activities. Examples are motorized lifts, boom lifts, front loaders, bucket loaders, and backhoes. These items will be provided as needed by the Town. The Contractor must ensure their employees are competent and certified to operate the equipment provided by the Town.

2.3 Permits

- 2.3.1 The Town will secure necessary permits to perform work activities, when applicable. The Contractor will not be charged for permits as it will work as a subcontractor under the Town's umbrella.

2.4 Registration

- 2.4.1 The Contractor is required to register with the Town's Building Inspections division and required to pay the annual registration fee. The successful Contractor will be required to submit a copy of its approved registration prior to beginning work for the Town.

2.5 Contractor's Employees

- 2.5.1 The successful Contractor will provide an updated list of employees that will work under this Contract upon Contract signature. This list must be current at all times and Contractor is responsible for updating Facilities of any additions/deletions to this list.

ATTACHMENT B

- 2.5.2 The Contractor must notify the Town when any changes are made in Contractor employees and submit the information immediately to the Town. The Contractor shall not allow any new employees to enter on to Town property without prior approval of the Town.
- 2.5.3 The Town's Police Department will complete a nationwide background check on all Contractor employees. Any employees not meeting requirements will not be allowed to work under this Contract. Employees cannot have been convicted of a felony or misdemeanor in the last five (5) years.
- 2.5.4 Facilities will provide a form to the Contractor which is to be completed by the Contractor for approval of new employees. The form will be used by the Town in completion of the background check and approval from the Police Department.
- 2.5.5 All employees must wear a designated uniform to consist of a company shirt or smock bearing the company name. Employees also must possess a company picture ID badge.

2.6 Change Order Process

- 2.6.1 Occasionally, additional services may be required which were not included in the scope of work request or unforeseen circumstances may develop requiring additional services. The Contractor shall provide a detailed written change order request to the Facilities representative outlining the specific work activity, including materials and equipment needed to complete the specified activity/activities. The Change Order detail shall include labor, materials, and equipment required to complete the work outlined. The Facilities representative will evaluate the request and elect to proceed or seek alternative sources for the work. The Contractor shall not proceed with the work unless written approval is received on the Change Order.

2.7 Estimates

- 2.7.1 The Contractor will be required to provide written estimates for larger projects at a flat rate price. The estimates will be provided free of charge to the Town. If requested, the estimates shall include detailed information that pertains to the specific work activity (labor charges, material list, equipment list, project start and completion dates/times).

2.8 Safety and Cleanliness

- 2.8.1 The Contractor shall ensure that all safety measures are followed at all times during the performance of the work. Unsafe activities will not be tolerated at any time. The Contractor shall adhere to established industry standards for safety.
- 2.8.2 The Contractor shall ensure that the project work site is kept clean and tidy at all times during the performance of the work.

2.9 Warranty

- 2.9.1 The Contractor shall correct (at no additional charge) any discrepancies in work within three (3) working days of being notified by the Town representative for any issues with quality or quantity of work performed.

2.10 Hours of Work

- 2.10.1 Work activities will be conducted during normal business hours unless otherwise notified by the Town's Facilities representative. Normal business hours are Monday through Friday between 6:00am-6:00pm. Occasionally, scheduling conflicts or building occupancy will required work activities to be completed on weekends, holidays, or evenings/nights. If the Contractor will charge a premium for working outside normal business hours it must be indicated on the bid pricing sheet in the appropriate section.

ATTACHMENT B

- 2.10.2 No work is to be performed outside of normal business hours unless approved, in advance, by the Facilities representative.

2.11 Security

- 2.11.1 The security of building keys and access cards will be maintained in accordance with the Town's procedures.
- 2.11.2 Liability for lost access cards or keys, re-keying costs and other related expenses shall be the full responsibility of the Contractor. If a key or card is lost or stolen the Contractor shall notify the Facilities representative immediately during business hours the next business day.
- 2.11.3 The Contractor shall not alter any lock or reproduce any key or access card.
- 2.11.4 The Contractor shall establish procedures to ensure that all building spaces are secured as required by the Town. In addition, the Contractor shall establish procedures regarding the security/safeguard of all keys and access cards issued to the Contractor for access to Town buildings.
- 2.11.5 The Contractor must notify dispatch upon entering the Police building.
- 2.11.6 Entry into the jail area will be performed in accordance with Town procedures. The Contractor employees will notify Dispatch either in person or via the telecom that entry into the jail is needed. An officer will always enter the jail area with the employee when prisoners are present. No entry into a jail cell that is occupied will be allowed unless an officer is present. Officers will move prisoners to vacant cells so that all cells work can be performed.
- 2.11.7 When the employee(s) are through they will notify Dispatch via the intercom to request the door be unlocked so they can exit the jail area.

2.12 Conduct

- 2.12.1 Contractor and its employees shall adhere to the following:
- 2.12.2 Contractor's and its employees appearing to be under the influence of alcohol or drugs shall not be permitted in the building;
- 2.12.3 No loud or boisterous conduct will be permitted;
- 2.12.4 Contractor and its employees will not open desk drawers or cabinets nor tamper with any office machines, equipment or any Town employee's personal property at any time.
- 2.12.5 Contractor and its employees are not to use the Town's telephones or smoke in Town buildings.
- 2.12.6 At no time is the Contractor to assist entry of anyone other than the Contractor's employees into the building.
- 2.12.7 No children or visitors of Contractor or its employees will be allowed on the premises at any time.

3 BIDDER QUALIFICATIONS

- 3.1 The Contractor shall provide a list of at minimum three (3) references. References shall indicate a minimum of ten (10) years professional experience perform the same/similar work as outlined on the bid pricing sheet. The Contractor references and experience must demonstrate the experience is for completing the services on commercial buildings. Failure to provide the references will disqualify the Contractor and the submission will be deemed non-responsive.

ATTACHMENT B

- 3.2 References shall include the name, title, name of company, address, phone, fax, and email address of a person with direct knowledge of the services performed.

4 REQUIRED DOCUMENTATION

- 4.1 List of references
- 4.2 Copies of certificates held by employees who will work under this Contract.
- 4.3 Copies of valid driver's licenses for employees who will work under this Contract.
- 4.4 Copy of current certificate of insurance.

END OF SPECIFICATIONS / SCOPE OF WORK

THIS SPACE LEFT BLANK INTENTIONALLY

SPECIAL PROVISIONS

1 TOWN'S RIGHT TO INSPECT AND AUDIT

- 1.1 The Contractor (and Contractor's suppliers, vendors, subcontractors, insurance agents and other agents) shall maintain and the Town shall have the right to examine records, documents, books, accounting procedures and practice and any other supporting evidence deemed necessary by the Town to substantiate compliance with the terms of this Contract, including Change Orders. Such right of examinations shall include reasonable access to and cooperation by all Contractor personnel who have worked on or have knowledge related to the performance of this Contract. Proprietary/Trade Secret information pertaining to this Contract may not be withheld from the Town or the Town's authorized representative.
- 1.2 The Contractor's, subcontractors' and related agent and vendor organization's documents, records and other evidence shall be subject to inspection and/or reproduction by the Town, its agents and authorized representatives. The Contractor shall provide the Town with retrievals of computer-based records or transactions that the Town determines to be necessary to conduct the audit. There shall be no charge to the Town for reasonable use of the Contractor's photocopy machine while conducting the audit, nor for any cost of retrieving, downloading to diskette, and/or printing any records or transaction stored in magnetic, optical, microfilm, or other media. The Contractor shall provide all records and retrieval requested, within seven (7) calendar days.
- 1.3 The documents, etc., described above shall be made available at the office of the Contractor at all reasonable times, for inspection, audit, and reproduction, until the expiration of three (3) years from the date of the Town's final acceptance of the Work. Records, which relate to appeals or litigation or settlement or claims arising out of the performance of this Contract, shall be made available for a period of three (3) years from the date of the final disposition of such appeals, litigation, or claims. The Contractor shall provide adequate and appropriate workspace to conduct all inspections, audits, and reviews. The Town shall provide the Contractor with a reasonable advance notice of intended audit, inspections, and reviews.
- 1.4 The Contractor shall insert an item containing the Audit provisions in 1.1 through 1.5 of this section, including this paragraph, in all subcontracts hereunder except as altered as may be necessary for the proper identification of the contracting parties and the Town under this Contract. Failure to insert these Audit provisions in all subcontracts hereunder shall be reason to exclude some or all of the related costs from amounts payable to the Contractor pursuant to this Contract.
- 1.5 If an audit or review in accordance with this Section disclosed overcharges (of any nature), by Contractor, in excess of five percent (5%) of the contract value audited, the cost of the Town's audit shall be paid by the Contractor.

2 CONTRACT TERM

- 2.1 This Contract, if awarded, shall be for an initial **one-year period** commencing as of the date specified in the Notice to Proceed letter, to be issued by the Town's Purchasing Manager, unless renewed under the provisions below.
- 2.2 This Contract, as executed, shall include the **options to renew for four (4)** additional one-year periods, under the same terms and conditions, with said options to be exercised solely at the Town's discretion.

ATTACHMENT C

- 2.3 In recognition of the potential for fluctuations of the Contractor's costs for the years subsequent to the initial contract period, a price adjustment for each succeeding year may be requested subject to the following considerations:
 - 2.3.1 Such adjustment is solely for the purpose of accommodating an increase in the Contractor's cost, not profits;
 - 2.3.2 Request for same must be made in writing and supported by acceptable documentation of the cost increase. Any such request shall be submitted for approval to the Town's Purchasing Manager no less than **90 days prior** to the end of the then current Contract period.
- 2.4 Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period, all terms and conditions of the Contract shall remain in full force and effect with the only change being in the Contract term.

3 CONTRACTOR RESPONSIBILITIES / PERFORMANCE OF WORK

- 3.1 The Contractor shall be fully responsible for the quality and accuracy of any and all Work performed in conjunction with this Contract. Neither acceptance of such Work by the Town, nor payment therefore, shall relieve the Contractor of this responsibility. If and when applicable, the Contractor shall complete all services in conformity with professional standards, and shall provide qualified personnel to meet agreed upon schedules.
- 3.2 In addition, at its own expense, the Contractor shall:
 - 3.2.1 Take all precautions necessary per state regulations and/or OSHA Regulations to protect persons or property against injury or damages occurring as a result of its operations;
 - 3.2.2 Obtain all permits/licenses required to perform work or deliver products, where applicable. (any cost for compliance shall be paid by the Contractor);
 - 3.2.3 Provide competent supervisors and workmen;
 - 3.2.4 Take all precautions necessary or required by law to protect persons or property against injury or damages occurring as a result of its operations;
 - 3.2.5 Perform the Work without unnecessarily interfering with Town operations;
 - 3.2.6 Provide all vehicles and tools as necessary for its use; and
 - 3.2.7 Protect existing facilities from damages and promptly repair or replace any damages caused by its employees or arising out of its operations.

4 INSURANCE PROVISIONS

The Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the Contractor. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to contract execution. Renewal certificates shall also be supplied upon expiration.

4.1 MINIMUM SCOPE OF INSURANCE

ATTACHMENT C

Coverage shall be at least as broad as:

4.1.1 ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable.

4.1.2 Workers compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.

4.1.3 Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile liability is only required if vehicle(s) will be used under this contract.

4.2 MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits throughout this Contract not less than:

4.2.1 Commercial General Liability: \$500,000 per occurrence / \$1,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:

4.2.1.1 Premises/Operations

4.2.1.2 Broad Form Contractual Liability

4.2.1.3 Products and Completed Operations

4.2.1.4 Personal Injury

4.2.1.5 Broad Form Property Damage

4.2.2 Workers compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease-Policy Limit, and \$100,000 Disease-Each Employee.

Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired, and non-owned autos.

4.2.3 All policies shall waive the insurer's right of recovery or subrogation against the Town.

4.3 DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by the Town.

4.4 OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

4.4.1 General Liability and Automobile Liability Coverages:

4.4.1.1 The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.

ATTACHMENT C

4.4.1.2 The Contractor's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

4.4.1.3 Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards, commissions or volunteers.

4.4.1.4 The Contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limit of liability.

4.4.2 Worker's Compensation and Employer's Liability Coverage:

4.4.2.1 The insurer shall agree to waive all rights of subrogation against the Town, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Town.

4.4.3 All Coverages:

4.4.3.1 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after 30 days written notice to the Town for all occurrences, except 10 days written notice to the Town for non-payment.

4.5 ACCEPTABILITY OF INSURERS

The Town prefers that insurance be placed with insurers with an A.M. Best's rating of no less than A- VI, or better.

4.6 VERIFICATION OF COVERAGE

The Contractor shall provide the Town certificates of insurance indicating the coverages required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACCORD form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require insurance endorsements and complete, certified copies of all required insurance policies at any time.

5 NEW MATERIALS

All products and components to be provided under this Contract shall be new (not used, refurbished, or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended, unless otherwise specified. If at any time during the performance of this Contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, it shall notify the Purchasing Manager immediately, in writing, including the reasons and proposing any consideration which will flow to the Town if authorization to use such supplies or components is granted.

6 PROTECTION AND RESTORATION OF PROPERTY

6.1 The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the Work, resulting from any act, omission, neglect, or misconduct in his/her manner or method of executing the Work, or at any time due to defective Work or materials, and

ATTACHMENT C

said responsibility will not be released until the project shall have been completed and accepted by the Town.

- 6.2 When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Work, or in consequence of the nonexecution thereof by the Contractor, the Contractor shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or he shall make good such damage or injury in a reasonable manner acceptable to the injured party.

7 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall control its operations and those of its subcontractors and all suppliers to assure the least inconvenience to the Town operation. Under all circumstances, safety shall be the most important consideration.

END OF SPECIAL PROVISIONS

GENERAL TERMS AND CONDITIONS

1. **APPLICABILITY:** These standard terms and conditions apply to all goods or services procured by the Town of Flower Mound ("Town"), unless otherwise stated in the specifications. The instructions contained herein shall be incorporated into the contract as well as any subsequent purchase order(s) issued for goods or services, and shall be included as part of the specifications issued herewith.
2. **NOTIFICATION:** The Town of Flower Mound advertises procurement opportunities through www.flower-mound.com, [www.IonWave Technologies, Inc.com](http://www.IonWaveTechnologies.com) and the *Denton Record Chronicle*. The Town shall not be responsible for information distributed by sources other than those listed.
3. **ADDENDA:** Any revisions to the information contained herein will be issued in the form of addenda. The sole issuing authority shall be vested in the Town of Flower Mound Purchasing Division. If addenda contain material changes to the specifications or pricing form, the Proposer shall acknowledge receipt of addenda in the designated section on the Bid/Proposal Certification Form. It is the responsibility of the Proposer to obtain and acknowledge any and all addenda. Failure to acknowledge receipt of addenda may be cause to deem such submission non-responsive.
4. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
5. **MINOR DEFECT:** The Town of Flower Mound reserves the right to waive any minor defect, irregularity, or informality in any proposal. Minor defects, irregularities or informalities will not affect the end product/performance intended by the specifications. The Town also reserves the right to reject any or all proposals with or without cause prior to award.
6. **ELECTRONIC SUBMISSIONS:** The Town of Flower Mound utilizes IonWave Technologies, Inc. to advertise and receive proposals electronically over the Internet. Electronic submissions through IonWave Technologies, Inc. shall be electronically signed and dated by a duly designated representative or agent of the company submitting the proposal. Proposer should clearly and concisely provide all requested information as stated in the proposal document. Failure to provide the requested information may be reason to deem such submission non-responsive.

The Town of Flower Mound has elected to fund a monthly fee to IonWave Technologies, Inc. in order to eliminate all costs for proposer to utilize the system for proposals solicited by the Town. For **Cooperative Procurements and Reverse Auctions ONLY**, proposer agrees to pay to IonWave Technologies, Inc. a transaction fee of one percent (1%) of the total awarded amount of all contracts for goods or services awarded to the respondent. Cooperative procurements and Reverse Auctions will be clearly identified in the proposal documents. To assure that all respondents are treated equally, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to [www.IonWave Technologies, Inc.com](http://www.IonWaveTechnologies.com) for further information.

7. **PAPER SUBMISSIONS:** Paper submissions shall be submitted on the forms provided by the Town of Flower Mound and must be signed and dated by a duly designated representative or agent of the company submitting the proposal. Proposer shall clearly and concisely provide all requested information as stated in the proposal document. Failure to provide the requested information may be reason to deem such submission non-responsive.
8. **PRESENTATION OF PROPOSALS:** Paper submissions shall be presented to the Town of Flower Mound Purchasing Division, 2121 Cross Timbers Road, Flower Mound, Texas 75028 by

ATTACHMENT D

the stated deadline. Paper submissions shall be presented in a sealed envelope with proposer's name and the proposal number clearly identified on the outside of the envelope.

9. **LATE SUBMISSIONS:** The date/time stamp located in the Town of Flower Mound Purchasing Division serves as the official time clock. Submissions received in the Purchasing Division after the stated deadline shall be refused and returned unopened. The Town of Flower Mound is not responsible for issues encountered with methods of delivery.
10. **PRICING:** Prices offered shall be submitted for units of quantity as specified in the proposal document, extended and totaled. In the case of a discrepancy in the extended price, the unit price shall govern and control. Any alteration, strike-through or erasure made prior to proposal opening shall be initialed by the signer of the proposal, guaranteeing authenticity.

FOR BIDS ONLY: Prices offered **cannot** be altered or amended after the submission deadline. Bids may not be changed for the purpose of correcting minor errors in bid price after bid opening. However, a bidder may be able to withdraw a bid only if it contains a substantial mistake that would, in the sole opinion of the Town, cause a great hardship if enforced against the bidder.
11. **TAXES:** The Town is exempt from paying federal excise and transportation taxes and Texas State or local sales and use taxes. **Tax shall not be included in prices offered.** A Tax Exempt Form will be provided by the Town of Flower Mound upon request. A request for a Tax Exempt Form can be submitted in writing to purchasing@flower-mound.com or by contacting the Purchasing Division at 972.874.6006. In no event is it the Town's responsibility to provide a tax exempt form without a request for the same.
12. **WITHDRAWAL OF PROPOSAL:** Proposer agrees that its proposal may not be withdrawn or cancelled for a period of one hundred twenty (120) days following the date and time designated for the receipt of proposal without written approval of the Purchasing Manager.
13. **F.O.B./DAMAGE:** Prices offered shall be F.O.B. Final Destination, Town of Flower Mound, Texas, and shall be all inclusive of shipping, handling and packaging costs. The Town accepts and assumes no liability for goods delivered in damaged or unacceptable condition. The successful proposer shall be responsible for handling all claims with carriers, and in case of damaged or unacceptable goods, shall ship replacement goods immediately upon notification by the Town.
14. **PREPARATION COST:** All costs associated with the preparation of an offer shall be borne by the proposer. The Town will not be liable for any costs associated with the preparation, transmittal, or presentation of submissions, or with any materials submitted in response to the same.
15. **TESTING:** At the Town's discretion, testing may be required prior to award of proposal or prior to delivery of goods or services. Testing shall be performed without expense to the Town.
16. **SAMPLES:** At the Town's discretion, samples may be required prior to award of proposal, or prior to delivery of goods or services. Samples shall be provided at no cost to the Town. Samples should not be enclosed with submission unless specifically requested.
17. **QUALITY:** Any catalog, brand names, or manufacturer's reference in this proposal packet is descriptive and **not** restrictive, and is intended to indicate type and minimum quality level desired for comparison purposes, unless otherwise stated herein. All products and/or optional equipment offered shall be new and of current manufacture. No items of a demonstrator, leased, reconditioned, rebuilt, refurbished, repossessed or used nature shall be considered, unless otherwise specifically stated herein.
18. **PROPOSAL OPENINGS:** The names of all proposers will be read aloud at the Town's

ATTACHMENT D

scheduled opening for the designated proposal. However, the naming or reading of a proposal shall not be construed as a comment on the responsiveness of such proposal, or as any indication that the Town accepts such proposal as responsive. Pricing information will not be released until after a proposer is selected and the contract is awarded.

The Town will make a determination regarding the responsiveness of proposals submitted based upon compliance with all applicable laws and the Town's purchasing guidelines and project documents including, but not necessarily limited to, the proposal specifications and contract documents. The Town will notify the successful proposer upon award of the contract; and, if required by State law, all proposals received will be available for inspection after award.

19. **SUMMARY SHEET**: Proposal summary results are typically published within one (1) business day after the scheduled opening. Proposal summary results will be available for public viewing at www.flower-mound.com and [www.IonWave Technologies, Inc.com](http://www.IonWaveTechnologies.com). Interested parties desiring a copy of a proposal summary sheet may request the same by submitting a written request to purchasing@flower-mound.com. **RESULTS WILL NOT BE RELAYED OVER THE TELEPHONE.**
20. **ANTI-COLLUSION**: In submitting a proposal, Proposer certifies that they have not participated in nor have they been party to any collusion, price fixing or any other illegal or unethical agreements with any company, firm or person concerning the pricing offered.
21. **NO PROHIBITED INTEREST**: Proposer acknowledges awareness of the state laws including chapter 176 of the Local Government Code, the Town Charter, and the Town Code of Ethics regarding conflicts of interest and agrees to comply with each. No officer, employee or agent of the Town of Flower Mound shall participate in the negotiation, selection, discussion, award or administration of a contract or procurement supported by public funds if: 1) that individual has a substantial interest in a person or entity, as defined by the Town's Code of Ordinances and/or Chapter 171 of the Texas Local Government Code, that is the subject of the contract or procurement; or 2) a conflict of interest, either real or apparent, would be involved, as defined herein.
22. **NON-RESIDENT PROPOSERS**: Texas law may prohibit the Town from awarding contracts to a non-resident unless the amount of such proposal is lower than the amount of the lowest proposal by a Texas resident by the amount a Texas resident would be required to underbid the non-resident bidder on a proposal for goods and services in the non-resident bidder's state, or the amount by which a resident bidder/proposer would be required to underbid the non-resident bidder/proposer to obtain a comparable contract in the state in which a majority of the manufacturing related to the contract will be performed (Texas Government Code, Chapter 2252).
23. **DELINQUENT TAXES**: Any person, firm, or corporation that is in arrears to the Town for delinquent taxes or otherwise, will not be recommended for award of any proposal until the arrearage has been cleared in writing by the Town. If a proposer becomes delinquent while a contract is in force, payment for goods or services provided to the Town under said contract or purchase order may be withheld until the arrearage has been cleared in writing by the Town.
24. **MINIMUM STANDARDS FOR RESPONSIBILITY**: A proposer must affirmatively demonstrate responsibility. The Town may request representation and other information sufficient to determine proposer's ability to meet the minimum standards including but not limited to, the following:
 - A. Have adequate financial resources, or the ability to obtain such resources as required;
 - B. Ability to comply with the required or proposed delivery schedule;
 - C. Have satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics;
 - E. Be otherwise qualified and eligible to receive an award.

ATTACHMENT D

25. **AWARD OF CONTRACT:** The Town reserves the right to award single or multiple contracts for the goods or services as stated herein. Furthermore, the Town reserves the right to take administration costs into consideration when awarding multiple contracts.

When applicable, the Town may award proposals to the lowest responsive responsible proposer(s), or to the proposer(s) who provides goods or services at the best value to the Town. If using these methods, the selection criteria will be clearly identified in the bid/proposal document. The best value method may take into consideration, in whole or in part, by way of illustration and not limitation, the following criteria:

- A. The purchase price;
 - B. The reputation of the proposer and of the proposer's goods or services;
 - C. The quality of the proposer's goods or services;
 - D. The extent to which the goods or services meet the Town's needs;
 - E. The proposer's past relationship with the Town;
 - F. The impact on the ability of the Town to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
 - G. The total long-term cost to the Town to acquire the proposer's goods or services;
 - H. Any relevant criteria specifically listed herein or in the contract documents.
26. **ACCEPTANCE:** Proposer agrees that acceptance of any or all items by the Town shall be binding upon proposer. Proposer shall thereafter execute all documents necessary to enter into a contract in a form acceptable to and properly executed by the Town to provide such goods and services.
27. **CONTRACT PERIOD:** Unless otherwise stated in the specifications contained herein, the contract period for the proposal will be for one (1) year upon Town approval, with three (3) optional one (1) year renewal periods if agreeable to both parties. Renewal periods will be subject to the Town's availability of funds.
28. **FUNDING:** The Town is a home-rule municipal corporation operated and funded on a fiscal year basis from October 1 to September 30. Accordingly, the Town reserves the right to terminate at any time, without liability to the Town, any contract for which funding is not available.
29. **ASSIGNMENT:** The successful proposer shall not sell, assign, transfer or convey any contract, in whole or in part, without the prior written consent of the Town obtained through the Town's Purchasing Division.
30. **INTERLOCAL AGREEMENT:** The successful proposer agrees to extend prices for goods and services under the same terms and conditions of this proposal to all governmental entities that have entered into, or will enter into, interlocal cooperative purchasing agreements with the Town of Flower Mound.
31. **CHANGE ORDER:** The Town of Flower Mound reserves the right to modify or change plans and specifications as deemed necessary after the performance of the contract has commenced, to decrease or increase the quantity of work to be performed, materials, equipment or supplies to be furnished, or address other provisions of the contract as approved by the Town Manager or Town Council, and as appropriate under state law. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the contract. All change orders or modifications to the contract will be documented in written form by the Town of Flower Mound and acknowledged by the contracted proposer. **All change orders and modifications to the contract shall be processed through the Purchasing Division only.**
32. **DELIVERY PROMISE – PENALTIES:** Where indicated, proposers must provide number of

ATTACHMENT D

calendar days required to deliver goods or services to the Town of Flower Mound after receipt of order (ARO). **Do not quote shipping dates.** When delivery delay can be foreseen, the proposer shall provide advance notice to the Purchasing Manager, who shall have the right to extend the delivery date if reasons for delay are acceptable. Default in promised delivery, without acceptable reason(s), or failure to meet specifications as contained herein or in the contract documents, authorizes the Purchasing Division to purchase goods or services from an alternate source. The defaulting proposer may be subject to re-procurement costs.

33. **DELIVERY TIMES:** Unless otherwise specified herein, deliveries will only be accepted during normal working hours at location(s) designated by the Town.
34. **INSPECTION:** Upon receipt of goods or services, the same will be inspected for compliance with the specifications and contract documents. If the goods or services do not pass inspection, the proposer will be required to remedy the situation at the proposer's sole expense. The proposer will be required to retrieve the rejected goods at the delivery point and provide the necessary repairs of or replacement and return of the goods in new condition to the original point of delivery; or re-perform services in accordance with the plans and specifications and terms and conditions of the contract and to the Town's satisfaction.
35. **INVOICES:** Invoices shall be submitted to the attention of Accounts Payable Department, 2121 Cross Timbers Road, Flower Mound, Texas 75028, or electronically to accountspayable@flower-mound.com.
36. **PAYMENT TERMS:** Payment terms are net 30 days, unless otherwise specified by the Town in the proposal document.
37. **AUDIT:** The Town shall have access to, and the right to examine, monitor and audit all records, documents, conditions and activities related to contracts awarded by the Town. It shall be the responsibility of the proposer to maintain records associated with this procurement for a period of three (3) years after completion of the contract, or in the event of litigation, a claim or audit, the records shall be retained until the resolution of such litigation, claim or audit. In the case of a conflict between the Special Provisions and this paragraph, the Special Provisions shall control.
38. **INSURANCE:** The Town requires proposer(s) to carry the minimum insurance as required by the greater of the requirements contained in state laws or the insurance requirements contained in the Special Provisions herein.
39. **PRICE ESCALATION:** Unless otherwise stated in the Special Provisions or specifications herein, prices must remain firm for the initial term of the contract. The contracted proposer may request an adjustment at the time of contract renewal by submitting a request in written form to the Purchasing Manager. The basis for price escalation should be based on the Consumer Price Index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted proposer shall provide the Town with copies of the appropriate indices for verification purposes. The Town of Flower Mound reserves the right to approve or reject any and all requests for price escalations.
40. **PRICE REDUCTION:** If during the life of the contract, the contracted proposer's net prices to other customers for the same goods or services are lower than the Town's contracted prices, an equitable adjustment shall be made in the contract price in favor of the Town.
41. **INDEMNITY:** The proposer agrees to release, defend, indemnify and hold harmless the Town of Flower Mound, its officers, agents and employees from and against any and all costs, expenses, suits, demands, claims, liabilities, liens, encumbrances or damages, including attorneys' fees and costs of suit, of any character, name and description, incurred or resulting from any injuries or damages received or sustained by any person, persons or property on account of any intentional wrongful conduct whether intentional or

ATTACHMENT D

unintentional or any negligent act, omission, or fault of the successful proposer, or of any agent, employee, authorized representative, subcontractor, or supplier in the execution of, or performance under this contract or any contract which may result from the proposal and the proposer so agrees upon the submission of the proposal. The proposer must deliver, if so requested by the Town, a written release of all liens or other proper evidence of same, to the satisfaction of the Town prior to the issuance of final payment by the Town.

42. **PATENT RIGHTS:** Proposer agrees to release, defend, indemnify, and hold harmless the Town of Flower Mound from and against any claim involving patent right infringement or copyright infringement on goods or services supplied to the Town.

43. **PROTESTS:** All protests regarding the solicitation process must be submitted in written form to the Purchasing Manager within five (5) working days following the opening of proposals. This includes all protests relating to legal advertisements, deadlines, proposal openings, and all other related procedures under State law, as well as any protests relating to alleged improprieties or ambiguities in the specifications contained in the solicitation or contract documents.

Post-award protests must be submitted in written form to the Purchasing Manager within five (5) working days after award. The protest must include, at a minimum, the name of protester, proposal number or description of goods or services, and a statement of the grounds for protest. The Purchasing Manager, having authority to make the final determination, will respond within ten (10) working days to each substantive issue raised in the protest. Allowances for reconsiderations shall be made only if credible data becomes available that was not previously known, or if there has been an error of law or regulation.

44. **TERMINATION FOR DEFAULT:** The Town of Flower Mound reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the Town in the event of breach or default of this contract. The Town reserves the right to terminate the contract immediately in the event the contracted proposer fails to meet delivery schedules, or otherwise perform in accordance with the specifications contained herein or in the contract documents. Breach of contract or default authorizes the Town to award the contract to another proposer, or purchase from an alternate source, and charge the full increase in cost to the defaulting contracted proposer.

45. **TERMINATION FOR TOWN CONVENIENCE:** Whenever the Town, in its discretion, deems it to be in the Town's best interests, it may terminate this contract for the Town's convenience. Such termination shall be effective thirty (30) days after the Town delivers written notice of such termination for convenience to the contracted proposer. Upon receipt of such notice from the Town, proposer shall not thereafter incur, and the Town shall have no liability for, any costs under this contract that are not necessary for actual performance of the contract between the date of the notice of termination for convenience and the effective date of that termination for convenience. In the event of a termination for convenience hereunder, the Town shall have no liability to proposer for lost or anticipated profit resulting therefrom.

46. **REMEDIES:** The successful vendor and the Town of Flower Mound agree that each party may have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

47. **VENUE:** The validity of the contract and of any of its terms or provisions, as well as the rights and duties hereunder or the contract documents, shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action shall lie in Denton County, Texas.

48. **DETERMINATION OF NON-RESPONSIBLE PROPOSER:** The Town may disqualify a proposer as non-responsible and its proposal shall not be considered for reasons including, but not limited

ATTACHMENT D

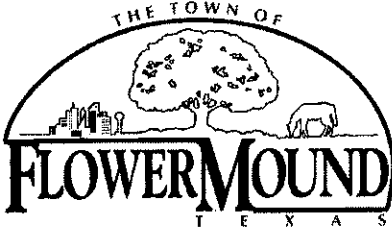
to, the following:

- A. Reason for believing collusion exists among proposers.
- B. Where the proposer, any subcontractor, supplier, or the Surety on any bond given, or to be given, is in litigation with the Town, or where such litigation is contemplated or imminent, in the sole opinion of the town.
- C. The proposer being in arrears on any existing contract or having defaulted on a previous contract.
- D. Lack of competency, in the judgment of the Town, as revealed by pertinent factors, including but not necessarily limited to, experience and equipment, information provided on proposer's financial statement and questionnaires.
- E. Uncompleted work or other projects that, in the judgment of the Town, will prevent or hinder the prompt completion of the work if awarded.
- F. Where the proposer, or subcontractor thereof, in the judgment of the Town, has failed to perform in a satisfactory manner on a previous contract.
- G. Where a proposer or subcontractor thereof has failed to disclose a potential conflict of interest or is discovered to have a conflict of interest under State law, the Town's Charter, or the Town's Code of Ordinances.
- H. Where a proposer, its subcontractor, or individual officer/principal of the proposer or subcontractor is under criminal indictment or been convicted of a criminal offense.

- 49. DETERMINATION OF NON-RESPONSIVE PROPOSAL:** The Town may disqualify a proposal as non-responsive and it shall not be considered for reasons including, but not limited to, the following:

- A. The proposal shows any omissions, alterations of form, additions, or conditions not called for, or irregularities of any kind, in the sole determination of the Town.
- B. Proposal received after the time limit for receiving proposals.
- C. Proposal was not signed.
- D. Unbalanced value of any items.
- E. Improper or insufficient proposal guaranty, if required.
- F. Proposal did not meet specifications.
- G. Proposal did not contain all requested/required documents, submittals and/or samples.

END OF GENERAL TERMS AND CONDITIONS

	CONTRACT	1. Contract No.: 2016-38
		2. Contract Title: Handyman Services
		3. Council Approval Date April 4, 2016
4. Name and Address of Town Town of Flower Mound 2121 Cross Timbers Road Flower Mound, Texas 75028	5. Name and Address of Contractor Unlimited Hotel Services, Incorporated 1565 West Main Street, Suite #208-321 Lewisville, Texas 75067 Attn: Eugene Caouette E-Mail: genec@unlimitedhotelservices.com	
6. Contract Agreed Amount: Estimated annual amount \$100,000.00		
7. The Town of Flower Mound (Town) and the Contractor agree to perform this Contract in strict accordance with the documents <u>listed below</u>, all of which are made a part of this contract: Attachment A: Proposers Response Attachment B: Specifications/Scope of Work Attachment C: Special Provisions Attachment D: General Terms and Conditions		
8. Performance Period: One (1) year with options to renew for four (4) additional one (1) year periods.	9. Approved as to Form: <u>N/A</u> Town's Legal Counsel	
10. Unlimited Hotel Services, Incorporated By <u>Eugene Caouette</u> (Signature of Authorized Representative) Date Signed: <u>3/16/16</u> Print Name: <u>Eugene Caouette</u>	11. Town of Flower Mound By _____ (Signature of Authorized Representative) Date Signed: _____ Tom Hayden, Mayor	

ATTACHMENT A

BID RESPONSE FORMS

TO: Purchasing Manager
 Town of Flower Mound
 2121 Cross Timbers Road
 Flower Mound, Texas 75028

FROM: _____
 PROPOSER

1 BID PRICING:

Pricing of the tasks in the bid pricing sheet will include all overhead, insurance, and profit, fuel charges, labor charges (per man/per hour) as is work which will normally take one week or less to complete. Larger projects will be completed at a flat rate price as requested by the Facilities Management Division.

The undersigned, as an independent contractor, hereby offers to provide the Town of Flower Mound (Town), at the terms and conditions contained in this Solicitation No. 2016-38 and this Bid, the following goods and/or services at the prices hereby bid:

BID PRICING SHEET

<i>Work Activity</i>	<i>Delivery schedule (Business days to start work activity after notice to proceed received)</i>	<i>Cost (Fixed 12 month cost per man/per hour)</i>
Example: Install Widget	3 days	\$50
Example: Install Widget	0	No Bid
Interior Painting	7	34.99
Exterior Painting	7	34.99
Drywall Repair/Installation	7	34.99
Carpentry – Framing Wood	7	34.99
Carpentry – Framing Metal	7	34.99
Tape, Bed, Texture	7	34.99
Laborer Cost (jobs not requiring skilled technician or where technician needs assistance)	3	24.99

<i>Item description</i>	<i>Delivery schedule (Business days)</i>	<i>Cost (estimate)</i>
Night Premium Charges (added to regular hourly charges)	3	0
Weekend Premium Charges (added to regular charges)	3	0
Power washing	7	24.99
Repair/Install Door Hardware	7	24.99
Install/Repair/Window Glass/Hardware/Storefront	7	44.99
Carpentry – Finish	7	34.99
Concrete Repair with FlexKrete	7	34.99
Concrete Replacement	7	34.99
Caulking - Exterior	7	34.99
Shower Repair	7	34.99
Shower Replacement	7	44.99
Route/Seal Concrete Ramps & Driveways	7	34.99
Demolition – Wood Framing	7	34.99
Demolition – Metal Framing	7	34.99
Demolition - Concrete	7	34.99
Swimming Pool Tile Repair	7	34.99
Swimming Pool Slide Cleaning/Wax	7	34.99
Swimming Pool Slide Repair/Caulk	7	34.99
Corrosion Control Metal Structures	7	34.99

<i>Item description</i>	<i>Delivery schedule (Business days)</i>	<i>Cost (estimate)</i>
Assist HVAC Tech with Air Filter Replacement	7	34.99
Assist HVAC Tech with Cleaning Condenser Coils	7	34.99
Install/Replace Signage Interior/Exterior	7	34.99
Assist Maintenance Tech II With install A/V wiring	7	34.99
Remove/Blow Leaves and Debris from building entry's	7	34.99
Repair/Replace Laminate Countertops, Desks	7	34.99
Assist with Setup/Removal Holiday Decorations	7	34.99
Assist with Restocking Janitorial Supplies	7	34.99
Assist with Janitorial Services Mopping, cleaning sinks/toilets	7	34.99

Hourly rate/premium charge for work conducted outside of normal business hours:

\$ ~~0~~

2 COOPERATIVE PURCHASING PROVISION (ACCEPTANCE OPTIONAL):

Cooperative Purchasing does not apply to this bid.

3 INSURANCE REVIEW VERIFICATION

3.1 Does the proposer currently carry the insurance coverage as specified in the Special Provisions?

☒ Yes ☐ No

3.2 If no, has the proposer reviewed the steps necessary, including cost, with its insurance agent, broker or internal department to ensure it will obtain the specified insurance?

☐ Yes ☐ No

<i>Item description</i>	<i>Delivery schedule (Business days)</i>	<i>Cost (estimate)</i>
Grout Repair/Replace/Seal Vertical and Horizontal	7	34.99
Caulking Interior –Tubs, Sinks, Countertops	7	34.99
Restripe – Parking Lots	7	34.99
Construct Shelving – Metal/Wood	7	34.99
Flooring Repair – Carpet, VCT, Vinyl, Wood, Ceramic, etc.	7	34.99
Flooring Install - Carpet, VCT, Vinyl, Wood, Ceramic, etc.	7	34.99
Repair/Replace Siding, Soffit, Fascia	7	34.99
Repair/Replace Fencing – Wood, Metal, Chain link	7	34.99
Gutter Cleaning/Repair	7	34.99
Roof Drain Cleaning	7	34.99
Install/Relocate Mailboxes	7	34.99
Install/Repair Railing Wood/Metal	7	34.99
Repair/Replace/Install Weather-stripping	7	34.99
Clean Organize Mechanical Rooms, Storage Areas, Trash Enclosures Interior/Exterior	7	34.99
Assist with Relocation of Office Furniture and Equipment	7	34.99
Assist with Setup of Office Furniture and Equipment	7	34.99
Repair/Replace/Install Acoustical Ceiling Tile & Grid	7	34.99
Clean Light Fixtures Interior/Exterior	7	34.99
Clean Ceiling Fans Interior/Exterior	7	34.99
Clean Air Registers Supply and Return	7	34.99

4 INSURANCE AFFIDAVIT

Town of Flower Mound Solicitation No. 2016-38 Eugene E. CAQUETTE AEC#13056
 NAME OF PROPOSER: UNLIMITED HOTEL SERVICES, INC

To be completed by the Proposer:

I confirm that, if awarded the Contract, I will comply with all of the Insurance Provisions, as stated in the Insurance Requirements of Solicitation No. 2016-38, and said insurance shall be provided without change to the prices offered.

Name of Proposer: UNLIMITED HOTEL SERVICES, INC.
 Authorized Agent (please print): EUGENE CAQUETTE PRESIDENT
 Authorized Agent's Signature: Eugene Caquette
 Date: 3/1/16

To be completed by Proposer's insurance provider:

I confirm that, if awarded the Contract, the Proposer name stated above either has insurance coverage or can obtain coverage in compliance with the requirements of Town of Flower Mound Solicitation No. 2016-38. I further confirm that this Insurance Agency can comply with the insurance provisions as stated in the Insurance Requirements.

SEE ATTACHED "Required Documentation"
 Insurance Agency: _____

Insurance Agent's Name (please print): _____

Insurance Agent's Signature: _____

Date: _____

5 WORKERS COMPENSATION HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

For and in consideration of the sums paid to Contractor by Town under Contract No. 2016-38 (the "Contract") and Contractor's desire to provide this Hold Harmless and Indemnification Agreement in lieu of workers compensation insurance, Contractor, for himself and as sole proprietor of Contractor, hereby agrees to release, defend, indemnify, and hold harmless the Town of Flower Mound and its respective officers, agents and employees from, and against any and all claims and causes of action, including, but not limited to, injury, death, disease, or employer liability arising from or in connection with Contractor in performance of the work, including such personal injury, death, disease or employer liability caused by the sole negligence of the Town.

I further certify that my company or firm qualifies for exemption from workers compensation insurance requirements under the law; that I am the company or firm's sole proprietor; and that I will provide proof of medical insurance for myself, the only person from my company or firm that will be performing work under this contract.

NAME OF FIRM: Unlimited Hotel Services, Inc.

NAME OF SOLE PROPRIETOR: Eugene Caouette

SIGNATURE OF SOLE PROPRIETOR: Eugene Caouette

DATE: 3/1/16

6 BID ENDORSEMENT FORM

The undersigned, in submitting this Bid and endorsement of same, represents that he/she is authorized to obligate his/her firm, and that he/she has read this entire Solicitation package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

THE PROPOSER AGREES THAT THIS BID, WHEN ACCEPTED BY THE TOWN, SHALL CONSTITUTE A CONTRACT EQUALLY BINDING BETWEEN THE PROPOSER AND THE TOWN. Acceptance may be acknowledged in writing by an Acceptance Letter or Purchase Order issued by the Town, or a Contract document issued by the Town and executed by both parties, followed by a Notice to Proceed issued by the Town. Each of these forms constitutes a legal contract equally binding between the Successful Proposer and the Town. After Bid acceptance, no different or additional terms shall become part of the Contract without a properly executed change order.

BID FOR SOLICITATION NO. 2016-38

SUBMITTED BY:

UNlimited HOTEL Services, Inc.
(OFFICIAL NAME OF PROPOSING FIRM)

By: Eugene Caouette
(Original Signature of Proposing Firm's Authorized Agent)

*Must be signed for bid
to be considered responsive*

Eugene CAOUETTE
(Typed or Printed Name)

PRESIDENT
(Title)

genec@unlimitedhotel-services.com
(Email)

972-679-1071
(Telephone Number)

3/1/16
(Date Signed)



Unlimited Hotel Services, Inc.

Pride in Professionalism

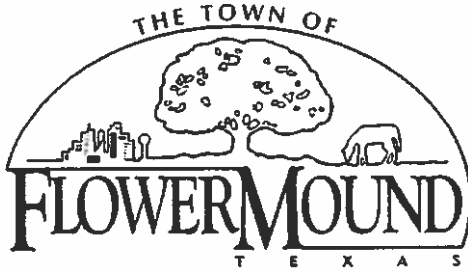
www.unlimitedhotelservices.com

LIST OF REFERENCES

JEFF GARNER, DIRECTOR FACILITIES MANAGEMENT TOWN OF FLOWER MOUND
2121 CROSS TIMBERS ROAD FLOWER MOUND, TEXAS 75028
OFFICE: 972-874-6064 FAX: 972-874-6456 Jeff.garner@flower-mound.com

MATTHEW W. NEWTON VICE PRESIDENT MAGNOLIA LODGING, LLC
417 OAKBEND DRIVE #170 LEWISVILLE, TEXAS 75067
OFFICE: 972-488-5211 FAX: 214-731-0200 Matthew.newton@magnolialodging.com

ROBERT B. GILLARD, D.V.M. PRESIDENT LEGACY DRIVE ANIMAL HOSPITAL
2117 LEGACY DRIVE PLANO, TEXAS 75023
OFFICE: 972-517-2828 FAX: 972-517-6345 legacydriveanimalhospital@gmail.com



RECEIPT

TOWN OF FLOWER MOUND

2121 Cross Timbers Rd
 Flower Mound, TX 75028
 Phone (972) 874-6355

Company: UNLIMITED HOTEL SERVICES INC

City Registration #: AEC13056

Location: 1565 W MAIN ST #208-321

Receipt Number: R3026654

Owner: EUGENE CAQUETTE

Fee Description	Account	Fee Amount
BI CONTRACTORS	1004330	\$ 125.00

Total Fees Paid:

\$ 125.00

Date Paid: Tuesday, December 29, 2015

Paid By: UNLIMITED HOTEL SERVICES INC

Pay Method: CREDIT CARD 40520C

Received By: AUDREY GIBSON

Texas

USA
TX

DRIVER LICENSE



4d DL **15409953** 9 Class **C**

4a Iss **09/08/2015** 4b Exp **09/14/2021**

3 DOB **09/14/1953** **VETERAN**

1 **CAQUETTE**

2 **EUGENE EDWARD**

8 **1308 COLONY CT**
FLOWER MOUND TX 75028-0000

12 Restrictions **A** 9a End **NONE**

16 Hgt **6-00** 15 Sex **M** 18 Eyes **BLU** 

5 DD **45114510190018305554**

Eugene Edward Caquette

4 INSURANCE AFFIDAVITWORKERS CompTown of Flower Mound Solicitation No. 2016-38NAME OF PROPOSER. UN Limited HOTEL SERVICES, INC.To be completed by the Proposer:

I confirm that, if awarded the Contract, I will comply with all of the Insurance Provisions, as stated in the Insurance Requirements of Solicitation No. 2016-38, and said insurance shall be provided without change to the prices offered.

Name of Proposer: UN Limited HOTEL SERVICES, INC.Authorized Agent (please print): Eugene CAQUETTEAuthorized Agent's Signature: Eugene CaquetteDate: 3/1/16To be completed by Proposer's insurance provider:

I confirm that, if awarded the Contract, the Proposer name stated above either has insurance coverage or can obtain coverage in compliance with the requirements of Town of Flower Mound Solicitation No. 2016-38. I further confirm that this Insurance Agency can comply with the insurance provisions as stated in the Insurance Requirements

Workers CompensationInsurance Agency: Steve Allen State Farm AgencyInsurance Agent's Name (please print): Steve AllenInsurance Agent's Signature: Steve AllenDate: 3-1-16



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/01/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

State Farm



STEVE ALLEN STATE FARM
6011 MORRIS AVENUE, SUITE 100
FLOWER MOUND, TEXAS 75028

CONTACT NAME: Susan Fusselman

PHONE (A/C, No, Ext): 972-724-7033

FAX (A/C, No):

E-MAIL: susanf@steveallenagency.com

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED

Unlimited Hotel Services Inc.
1308 Colony Court
Flower Mound, TX 75028

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS MADE ☐ DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	SBP-0001231405	11/30/2015	11/30/2016	☒ PER STATUTE ☐ OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Town Of Flower Mound

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY

4 INSURANCE AFFIDAVIT

Town of Flower Mound Solicitation No. 2016-38

NAME OF PROPOSER: UNLIMITED HOTEL SERVICES, INC.

To be completed by the Proposer:

I confirm that, if awarded the Contract, I will comply with all of the Insurance Provisions, as stated in the Insurance Requirements of Solicitation No. 2016-38, and said insurance shall be provided without change to the prices offered.

Name of Proposer: UNLIMITED HOTEL SERVICES, INC.

Authorized Agent (please print): EUGENE CAQUETTE

Authorized Agent's Signature: Eugene Caquette

Date: 3/1/16

To be completed by Proposer's insurance provider:

I confirm that, if awarded the Contract, the Proposer name stated above either has insurance coverage or can obtain coverage in compliance with the requirements of Town of Flower Mound Solicitation No. 2016-38. I further confirm that this Insurance Agency can comply with the insurance provisions as stated in the Insurance Requirements.

Insurance Agency: Agent's Alliance Services, Ltd./Ramey & King Insurance

Insurance Agent's Name (please print): Jeffrey P. King

Insurance Agent's Signature: Jeffrey P. King

Date: 02/29/2016



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/15/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Agents Alliance Services, Ltd Ramey King Insurance 320 Eagle Drive, Ste 210 Denton TX 76201 INSURED Unlimited Hotel Services, Inc 1565 W Main St Ste 208-321 Lewisville TX 75067	CONTACT NAME: Holly Burk PHONE (A/C, No, Ext): (800) 453-9691 FAX (A/C, No): (940) 243-1050 E-MAIL ADDRESS: hollyburk@rameyking.com INSURER(S) AFFORDING COVERAGE INSURER A: Commercial Submission - Brokerage INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
---	---

COVERAGES

CERTIFICATE NUMBER: CL1551521014

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER		MP0042025000059	5/11/2015	5/11/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTIONS	OCCUR CLAIMS MADE				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE E L EACH ACCIDENT \$ E L DISEASE EA EMPLOYEE \$ E L DISEASE POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability coverage includes a blanket automatic Additional Insured endorsement or policy terms that provide additional insured status including Products and Completed Operations hazard and a blanket Waiver of Subrogation endorsement that provides a Waiver of Subrogation to the Certificate Holder only when there is a written contract between the Named Insured and the Certificate Holder that requires such status subject to policy terms and conditions. The additional insured endorsement does not apply to Workers' Compensation.

CERTIFICATE HOLDER

CANCELLATION

cynthia.arzabala@flower-mo Town of Flower Mound 2121 Cross Timbers Rd Flower Mound, TX 75028	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jeff King/HKB
---	--

© 1988-2014 ACORD CORPORATION. All rights reserved.

SPECIFICATIONS / SCOPE OF WORK

1 GENERAL OVERVIEW

The Work which will be completed under this Contract will be completed for the Town of Flower Mound Facilities Management Division ('Facilities'). The Contractor will be performing minor construction and repair activities as directed by Facilities, and shall consist of work activities normally completed by Facilities. The work under this Contract will be done on an 'as needed' basis and will be assigned to the Contractor when the work load of Facilities exceeds the available resources for the timely and successful completion of the work activity. The work activities are based upon work overages, work back logs, and/or emergency requests. This Contract is for labor only, unless otherwise indicated at the time of request. All work will be approved/inspected by Facilities and other Town Divisions (i.e. Building Inspections, MIS, etc.) where work will be conducted to ensure code compliance. Services performed under this Contract shall be subject to regular inspections by the Town of Flower Mound representatives.

2 SPECIFICATIONS / SCOPE OF WORK

2.1 Assumptions

- 2.1.1 The Contractor shall provide all tools and transportation required to perform the work activities requested by Facilities. A list of possible items are: paint spray rig, trowels, hand tools, power tools, table saws, plumbing snakes, battery operated hand tools, paint brushes, paint shakers, etc.
- 2.1.2 The Contractor shall bill the Town only for hours worked. Billing will begin when Contractor employees arrive at a Town building and end when they depart a Town building. Lunch periods shall not be included in the billing.

2.2 Exceptions

- 2.2.1 The Town of Flower Mound ('Town') shall provide all materials to complete the work requested of the Contractor. A list of possible items are: drywall, screws, light fixtures, paint, primer, caulk, etc.
- 2.2.2 The Town shall provide heavy equipment for work activities. Examples are motorized lifts, boom lifts, front loaders, bucket loaders, and backhoes. These items will be provided as needed by the Town. The Contractor must ensure their employees are competent and certified to operate the equipment provided by the Town.

2.3 Permits

- 2.3.1 The Town will secure necessary permits to perform work activities, when applicable. The Contractor will not be charged for permits as it will work as a subcontractor under the Town's umbrella.

2.4 Registration

- 2.4.1 The Contractor is required to register with the Town's Building Inspections division and required to pay the annual registration fee. The successful Contractor will be required to submit a copy of its approved registration prior to beginning work for the Town.

2.5 Contractor's Employees

- 2.5.1 The successful Contractor will provide an updated list of employees that will work under this Contract upon Contract signature. This list must be current at all times and Contractor is responsible for updating Facilities of any additions/deletions to this list.

ATTACHMENT B

- 2.5.2 The Contractor must notify the Town when any changes are made in Contractor employees and submit the information immediately to the Town. The Contractor shall not allow any new employees to enter on to Town property without prior approval of the Town.
- 2.5.3 The Town's Police Department will complete a nationwide background check on all Contractor employees. Any employees not meeting requirements will not be allowed to work under this Contract. Employees cannot have been convicted of a felony or misdemeanor in the last five (5) years.
- 2.5.4 Facilities will provide a form to the Contractor which is to be completed by the Contractor for approval of new employees. The form will be used by the Town in completion of the background check and approval from the Police Department.
- 2.5.5 All employees must wear a designated uniform to consist of a company shirt or smock bearing the company name. Employees also must possess a company picture ID badge.

2.6 Change Order Process

- 2.6.1 Occasionally, additional services may be required which were not included in the scope of work request or unforeseen circumstances may develop requiring additional services. The Contractor shall provide a detailed written change order request to the Facilities representative outlining the specific work activity, including materials and equipment needed to complete the specified activity/activities. The Change Order detail shall include labor, materials, and equipment required to complete the work outlined. The Facilities representative will evaluate the request and elect to proceed or seek alternative sources for the work. The Contractor shall not proceed with the work unless written approval is received on the Change Order.

2.7 Estimates

- 2.7.1 The Contractor will be required to provide written estimates for larger projects at a flat rate price. The estimates will be provided free of charge to the Town. If requested, the estimates shall include detailed information that pertains to the specific work activity (labor charges, material list, equipment list, project start and completion dates/times).

2.8 Safety and Cleanliness

- 2.8.1 The Contractor shall ensure that all safety measures are followed at all times during the performance of the work. Unsafe activities will not be tolerated at any time. The Contractor shall adhere to established industry standards for safety.
- 2.8.2 The Contractor shall ensure that the project work site is kept clean and tidy at all times during the performance of the work.

2.9 Warranty

- 2.9.1 The Contractor shall correct (at no additional charge) any discrepancies in work within three (3) working days of being notified by the Town representative for any issues with quality or quantity of work performed.

2.10 Hours of Work

- 2.10.1 Work activities will be conducted during normal business hours unless otherwise notified by the Town's Facilities representative. Normal business hours are Monday through Friday between 6:00am-6:00pm. Occasionally, scheduling conflicts or building occupancy will required work activities to be completed on weekends, holidays, or evenings/nights. If the Contractor will charge a premium for working outside normal business hours it must be indicated on the bid pricing sheet in the appropriate section.

ATTACHMENT B

- 2.10.2 No work is to be performed outside of normal business hours unless approved, in advance, by the Facilities representative.

2.11 Security

- 2.11.1 The security of building keys and access cards will be maintained in accordance with the Town's procedures.
- 2.11.2 Liability for lost access cards or keys, re-keying costs and other related expenses shall be the full responsibility of the Contractor. If a key or card is lost or stolen the Contractor shall notify the Facilities representative immediately during business hours the next business day.
- 2.11.3 The Contractor shall not alter any lock or reproduce any key or access card.
- 2.11.4 The Contractor shall establish procedures to ensure that all building spaces are secured as required by the Town. In addition, the Contractor shall establish procedures regarding the security/safeguard of all keys and access cards issued to the Contractor for access to Town buildings.
- 2.11.5 The Contractor must notify dispatch upon entering the Police building.
- 2.11.6 Entry into the jail area will be performed in accordance with Town procedures. The Contractor employees will notify Dispatch either in person or via the telecom that entry into the jail is needed. An officer will always enter the jail area with the employee when prisoners are present. No entry into a jail cell that is occupied will be allowed unless an officer is present. Officers will move prisoners to vacant cells so that all cells work can be performed.
- 2.11.7 When the employee(s) are through they will notify Dispatch via the intercom to request the door be unlocked so they can exit the jail area.

2.12 Conduct

- 2.12.1 Contractor and its employees shall adhere to the following:
- 2.12.2 Contractor's and its employees appearing to be under the influence of alcohol or drugs shall not be permitted in the building;
- 2.12.3 No loud or boisterous conduct will be permitted;
- 2.12.4 Contractor and its employees will not open desk drawers or cabinets nor tamper with any office machines, equipment or any Town employee's personal property at any time.
- 2.12.5 Contractor and its employees are not to use the Town's telephones or smoke in Town buildings.
- 2.12.6 At no time is the Contractor to assist entry of anyone other than the Contractor's employees into the building.
- 2.12.7 No children or visitors of Contractor or its employees will be allowed on the premises at any time.

3 BIDDER QUALIFICATIONS

- 3.1 The Contractor shall provide a list of at minimum three (3) references. References shall indicate a minimum of ten (10) years professional experience perform the same/similar work as outlined on the bid pricing sheet. The Contractor references and experience must demonstrate the experience is for completing the services on commercial buildings. Failure to provide the references will disqualify the Contractor and the submission will be deemed non-responsive.

ATTACHMENT B

- 3.2 References shall include the name, title, name of company, address, phone, fax, and email address of a person with direct knowledge of the services performed.

4 REQUIRED DOCUMENTATION

- 4.1 List of references
- 4.2 Copies of certificates held by employees who will work under this Contract.
- 4.3 Copies of valid driver's licenses for employees who will work under this Contract.
- 4.4 Copy of current certificate of insurance.

END OF SPECIFICATIONS / SCOPE OF WORK

THIS SPACE LEFT BLANK INTENTIONALLY

SPECIAL PROVISIONS

1 TOWN'S RIGHT TO INSPECT AND AUDIT

- 1.1 The Contractor (and Contractor's suppliers, vendors, subcontractors, insurance agents and other agents) shall maintain and the Town shall have the right to examine records, documents, books, accounting procedures and practice and any other supporting evidence deemed necessary by the Town to substantiate compliance with the terms of this Contract, including Change Orders. Such right of examinations shall include reasonable access to and cooperation by all Contractor personnel who have worked on or have knowledge related to the performance of this Contract. Proprietary/Trade Secret information pertaining to this Contract may not be withheld from the Town or the Town's authorized representative.
- 1.2 The Contractor's, subcontractors' and related agent and vendor organization's documents, records and other evidence shall be subject to inspection and/or reproduction by the Town, its agents and authorized representatives. The Contractor shall provide the Town with retrievals of computer-based records or transactions that the Town determines to be necessary to conduct the audit. There shall be no charge to the Town for reasonable use of the Contractor's photocopy machine while conducting the audit, nor for any cost of retrieving, downloading to diskette, and/or printing any records or transaction stored in magnetic, optical, microfilm, or other media. The Contractor shall provide all records and retrieval requested, within seven (7) calendar days.
- 1.3 The documents, etc., described above shall be made available at the office of the Contractor at all reasonable times, for inspection, audit, and reproduction, until the expiration of three (3) years from the date of the Town's final acceptance of the Work. Records, which relate to appeals or litigation or settlement or claims arising out of the performance of this Contract, shall be made available for a period of three (3) years from the date of the final disposition of such appeals, litigation, or claims. The Contractor shall provide adequate and appropriate workspace to conduct all inspections, audits, and reviews. The Town shall provide the Contractor with a reasonable advance notice of intended audit, inspections, and reviews.
- 1.4 The Contractor shall insert an item containing the Audit provisions in 1.1 through 1.5 of this section, including this paragraph, in all subcontracts hereunder except as altered as may be necessary for the proper identification of the contracting parties and the Town under this Contract. Failure to insert these Audit provisions in all subcontracts hereunder shall be reason to exclude some or all of the related costs from amounts payable to the Contractor pursuant to this Contract.
- 1.5 If an audit or review in accordance with this Section disclosed overcharges (of any nature), by Contractor, in excess of five percent (5%) of the contract value audited, the cost of the Town's audit shall be paid by the Contractor.

2 CONTRACT TERM

- 2.1 This Contract, if awarded, shall be for an initial **one-year period** commencing as of the date specified in the Notice to Proceed letter, to be issued by the Town's Purchasing Manager, unless renewed under the provisions below.
- 2.2 This Contract, as executed, shall include the **options to renew for four (4)** additional one-year periods, under the same terms and conditions, with said options to be exercised solely at the Town's discretion.

ATTACHMENT C

- 2.3 In recognition of the potential for fluctuations of the Contractor's costs for the years subsequent to the initial contract period, a price adjustment for each succeeding year may be requested subject to the following considerations:
 - 2.3.1 Such adjustment is solely for the purpose of accommodating an increase in the Contractor's cost, not profits;
 - 2.3.2 Request for same must be made in writing and supported by acceptable documentation of the cost increase. Any such request shall be submitted for approval to the Town's Purchasing Manager no less than **90 days prior** to the end of the then current Contract period.
- 2.4 Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period, all terms and conditions of the Contract shall remain in full force and effect with the only change being in the Contract term.

3 CONTRACTOR RESPONSIBILITIES / PERFORMANCE OF WORK

- 3.1 The Contractor shall be fully responsible for the quality and accuracy of any and all Work performed in conjunction with this Contract. Neither acceptance of such Work by the Town, nor payment therefore, shall relieve the Contractor of this responsibility. If and when applicable, the Contractor shall complete all services in conformity with professional standards, and shall provide qualified personnel to meet agreed upon schedules.
- 3.2 In addition, at its own expense, the Contractor shall:
 - 3.2.1 Take all precautions necessary per state regulations and/or OSHA Regulations to protect persons or property against injury or damages occurring as a result of its operations;
 - 3.2.2 Obtain all permits/licenses required to perform work or deliver products, where applicable. (any cost for compliance shall be paid by the Contractor);
 - 3.2.3 Provide competent supervisors and workmen;
 - 3.2.4 Take all precautions necessary or required by law to protect persons or property against injury or damages occurring as a result of its operations;
 - 3.2.5 Perform the Work without unnecessarily interfering with Town operations;
 - 3.2.6 Provide all vehicles and tools as necessary for its use; and
 - 3.2.7 Protect existing facilities from damages and promptly repair or replace any damages caused by its employees or arising out of its operations.

4 INSURANCE PROVISIONS

The Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the Contractor. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to contract execution. Renewal certificates shall also be supplied upon expiration.

4.1 MINIMUM SCOPE OF INSURANCE

ATTACHMENT C

Coverage shall be at least as broad as:

4.1.1 ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable.

4.1.2 Workers compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.

4.1.3 Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile liability is only required if vehicle(s) will be used under this contract.

4.2 MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits throughout this Contract not less than:

4.2.1 Commercial General Liability: \$500,000 per occurrence / \$1,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:

4.2.1.1 Premises/Operations

4.2.1.2 Broad Form Contractual Liability

4.2.1.3 Products and Completed Operations

4.2.1.4 Personal Injury

4.2.1.5 Broad Form Property Damage

4.2.2 Workers compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease-Policy Limit, and \$100,000 Disease-Each Employee.

Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired, and non-owned autos.

4.2.3 All policies shall waive the insurer's right of recovery or subrogation against the Town.

4.3 DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by the Town.

4.4 OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

4.4.1 General Liability and Automobile Liability Coverages:

4.4.1.1 The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.

ATTACHMENT C

4.4.1.2 The Contractor's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

4.4.1.3 Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards, commissions or volunteers.

4.4.1.4 The Contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limit of liability.

4.4.2 Worker's Compensation and Employer's Liability Coverage:

4.4.2.1 The insurer shall agree to waive all rights of subrogation against the Town, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Town.

4.4.3 All Coverages:

4.4.3.1 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after 30 days written notice to the Town for all occurrences, except 10 days written notice to the Town for non-payment.

4.5 ACCEPTABILITY OF INSURERS

The Town prefers that insurance be placed with insurers with an A.M. Best's rating of no less than A- VI, or better.

4.6 VERIFICATION OF COVERAGE

The Contractor shall provide the Town certificates of insurance indicating the coverages required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACCORD form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require insurance endorsements and complete, certified copies of all required insurance policies at any time.

5 NEW MATERIALS

All products and components to be provided under this Contract shall be new (not used, refurbished, or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended, unless otherwise specified. If at any time during the performance of this Contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, it shall notify the Purchasing Manager immediately, in writing, including the reasons and proposing any consideration which will flow to the Town if authorization to use such supplies or components is granted.

6 PROTECTION AND RESTORATION OF PROPERTY

6.1 The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the Work, resulting from any act, omission, neglect, or misconduct in his/her manner or method of executing the Work, or at any time due to defective Work or materials, and

ATTACHMENT C

said responsibility will not be released until the project shall have been completed and accepted by the Town.

- 6.2 When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Work, or in consequence of the nonexecution thereof by the Contractor, the Contractor shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or he shall make good such damage or injury in a reasonable manner acceptable to the injured party.

7 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall control its operations and those of its subcontractors and all suppliers to assure the least inconvenience to the Town operation. Under all circumstances, safety shall be the most important consideration.

END OF SPECIAL PROVISIONS

ATTACHMENT D**GENERAL TERMS AND CONDITIONS**

1. **APPLICABILITY:** These standard terms and conditions apply to all goods or services procured by the Town of Flower Mound ("Town"), unless otherwise stated in the specifications. The instructions contained herein shall be incorporated into the contract as well as any subsequent purchase order(s) issued for goods or services, and shall be included as part of the specifications issued herewith.
2. **NOTIFICATION:** The Town of Flower Mound advertises procurement opportunities through www.flower-mound.com, [www.IonWave Technologies, Inc.com](http://www.IonWaveTechnologies.com) and the *Denton Record Chronicle*. The Town shall not be responsible for information distributed by sources other than those listed.
3. **ADDENDA:** Any revisions to the information contained herein will be issued in the form of addenda. The sole issuing authority shall be vested in the Town of Flower Mound Purchasing Division. If addenda contain material changes to the specifications or pricing form, the Proposer shall acknowledge receipt of addenda in the designated section on the Bid/Proposal Certification Form. It is the responsibility of the Proposer to obtain and acknowledge any and all addenda. Failure to acknowledge receipt of addenda may be cause to deem such submission non-responsive.
4. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
5. **MINOR DEFECT:** The Town of Flower Mound reserves the right to waive any minor defect, irregularity, or informality in any proposal. Minor defects, irregularities or informalities will not affect the end product/performance intended by the specifications. The Town also reserves the right to reject any or all proposals with or without cause prior to award.
6. **ELECTRONIC SUBMISSIONS:** The Town of Flower Mound utilizes IonWave Technologies, Inc. to advertise and receive proposals electronically over the Internet. Electronic submissions through IonWave Technologies, Inc. shall be electronically signed and dated by a duly designated representative or agent of the company submitting the proposal. Proposer should clearly and concisely provide all requested information as stated in the proposal document. Failure to provide the requested information may be reason to deem such submission non-responsive.

The Town of Flower Mound has elected to fund a monthly fee to IonWave Technologies, Inc. in order to eliminate all costs for proposer to utilize the system for proposals solicited by the Town. For **Cooperative Procurements and Reverse Auctions ONLY**, proposer agrees to pay to IonWave Technologies, Inc. a transaction fee of one percent (1%) of the total awarded amount of all contracts for goods or services awarded to the respondent. Cooperative procurements and Reverse Auctions will be clearly identified in the proposal documents. To assure that all respondents are treated equally, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to [www.IonWave Technologies, Inc.com](http://www.IonWaveTechnologies.com) for further information.

7. **PAPER SUBMISSIONS:** Paper submissions shall be submitted on the forms provided by the Town of Flower Mound and must be signed and dated by a duly designated representative or agent of the company submitting the proposal. Proposer shall clearly and concisely provide all requested information as stated in the proposal document. Failure to provide the requested information may be reason to deem such submission non-responsive.
8. **PRESENTATION OF PROPOSALS:** Paper submissions shall be presented to the Town of Flower Mound Purchasing Division, 2121 Cross Timbers Road, Flower Mound, Texas 75028 by

ATTACHMENT D

the stated deadline. Paper submissions shall be presented in a sealed envelope with proposer's name and the proposal number clearly identified on the outside of the envelope.

9. **LATE SUBMISSIONS:** The date/time stamp located in the Town of Flower Mound Purchasing Division serves as the official time clock. Submissions received in the Purchasing Division after the stated deadline shall be refused and returned unopened. The Town of Flower Mound is not responsible for issues encountered with methods of delivery.
10. **PRICING:** Prices offered shall be submitted for units of quantity as specified in the proposal document, extended and totaled. In the case of a discrepancy in the extended price, the unit price shall govern and control. Any alteration, strike-through or erasure made prior to proposal opening shall be initialed by the signer of the proposal, guaranteeing authenticity.

FOR BIDS ONLY: Prices offered **cannot** be altered or amended after the submission deadline. Bids may not be changed for the purpose of correcting minor errors in bid price after bid opening. However, a bidder may be able to withdraw a bid only if it contains a substantial mistake that would, in the sole opinion of the Town, cause a great hardship if enforced against the bidder.
11. **TAXES:** The Town is exempt from paying federal excise and transportation taxes and Texas State or local sales and use taxes. **Tax shall not be included in prices offered.** A Tax Exempt Form will be provided by the Town of Flower Mound upon request. A request for a Tax Exempt Form can be submitted in writing to purchasing@flower-mound.com or by contacting the Purchasing Division at 972.874.6006. In no event is it the Town's responsibility to provide a tax exempt form without a request for the same.
12. **WITHDRAWAL OF PROPOSAL:** Proposer agrees that its proposal may not be withdrawn or cancelled for a period of one hundred twenty (120) days following the date and time designated for the receipt of proposal without written approval of the Purchasing Manager.
13. **F.O.B./DAMAGE:** Prices offered shall be F.O.B. Final Destination, Town of Flower Mound, Texas, and shall be all inclusive of shipping, handling and packaging costs. The Town accepts and assumes no liability for goods delivered in damaged or unacceptable condition. The successful proposer shall be responsible for handling all claims with carriers, and in case of damaged or unacceptable goods, shall ship replacement goods immediately upon notification by the Town.
14. **PREPARATION COST:** All costs associated with the preparation of an offer shall be borne by the proposer. The Town will not be liable for any costs associated with the preparation, transmittal, or presentation of submissions, or with any materials submitted in response to the same.
15. **TESTING:** At the Town's discretion, testing may be required prior to award of proposal or prior to delivery of goods or services. Testing shall be performed without expense to the Town.
16. **SAMPLES:** At the Town's discretion, samples may be required prior to award of proposal, or prior to delivery of goods or services. Samples shall be provided at no cost to the Town. Samples should not be enclosed with submission unless specifically requested.
17. **QUALITY:** Any catalog, brand names, or manufacturer's reference in this proposal packet is descriptive and **not** restrictive, and is intended to indicate type and minimum quality level desired for comparison purposes, unless otherwise stated herein. All products and/or optional equipment offered shall be new and of current manufacture. No items of a demonstrator, leased, reconditioned, rebuilt, refurbished, repossessed or used nature shall be considered, unless otherwise specifically stated herein.
18. **PROPOSAL OPENINGS:** The names of all proposers will be read aloud at the Town's

ATTACHMENT D

scheduled opening for the designated proposal. However, the naming or reading of a proposal shall not be construed as a comment on the responsiveness of such proposal, or as any indication that the Town accepts such proposal as responsive. Pricing information will not be released until after a proposer is selected and the contract is awarded.

The Town will make a determination regarding the responsiveness of proposals submitted based upon compliance with all applicable laws and the Town's purchasing guidelines and project documents including, but not necessarily limited to, the proposal specifications and contract documents. The Town will notify the successful proposer upon award of the contract; and, if required by State law, all proposals received will be available for inspection after award.

19. **SUMMARY SHEET**: Proposal summary results are typically published within one (1) business day after the scheduled opening. Proposal summary results will be available for public viewing at www.flower-mound.com and [www.IonWave Technologies, Inc.com](http://www.IonWaveTechnologies.com). Interested parties desiring a copy of a proposal summary sheet may request the same by submitting a written request to purchasing@flower-mound.com. **RESULTS WILL NOT BE RELAYED OVER THE TELEPHONE.**
20. **ANTI-COLLUSION**: In submitting a proposal, Proposer certifies that they have not participated in nor have they been party to any collusion, price fixing or any other illegal or unethical agreements with any company, firm or person concerning the pricing offered.
21. **NO PROHIBITED INTEREST**: Proposer acknowledges awareness of the state laws including chapter 176 of the Local Government Code, the Town Charter, and the Town Code of Ethics regarding conflicts of interest and agrees to comply with each. No officer, employee or agent of the Town of Flower Mound shall participate in the negotiation, selection, discussion, award or administration of a contract or procurement supported by public funds if: 1) that individual has a substantial interest in a person or entity, as defined by the Town's Code of Ordinances and/or Chapter 171 of the Texas Local Government Code, that is the subject of the contract or procurement; or 2) a conflict of interest, either real or apparent, would be involved, as defined herein.
22. **NON-RESIDENT PROPOSERS**: Texas law may prohibit the Town from awarding contracts to a non-resident unless the amount of such proposal is lower than the amount of the lowest proposal by a Texas resident by the amount a Texas resident would be required to underbid the non-resident bidder on a proposal for goods and services in the non-resident bidder's state, or the amount by which a resident bidder/proposer would be required to underbid the non-resident bidder/proposer to obtain a comparable contract in the state in which a majority of the manufacturing related to the contract will be performed (Texas Government Code, Chapter 2252).
23. **DELINQUENT TAXES**: Any person, firm, or corporation that is in arrears to the Town for delinquent taxes or otherwise, will not be recommended for award of any proposal until the arrearage has been cleared in writing by the Town. If a proposer becomes delinquent while a contract is in force, payment for goods or services provided to the Town under said contract or purchase order may be withheld until the arrearage has been cleared in writing by the Town.
24. **MINIMUM STANDARDS FOR RESPONSIBILITY**: A proposer must affirmatively demonstrate responsibility. The Town may request representation and other information sufficient to determine proposer's ability to meet the minimum standards including but not limited to, the following:
 - A. Have adequate financial resources, or the ability to obtain such resources as required;
 - B. Ability to comply with the required or proposed delivery schedule;
 - C. Have satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics;
 - E. Be otherwise qualified and eligible to receive an award.

ATTACHMENT D

25. **AWARD OF CONTRACT:** The Town reserves the right to award single or multiple contracts for the goods or services as stated herein. Furthermore, the Town reserves the right to take administration costs into consideration when awarding multiple contracts.

When applicable, the Town may award proposals to the lowest responsive responsible proposer(s), or to the proposer(s) who provides goods or services at the best value to the Town. If using these methods, the selection criteria will be clearly identified in the bid/proposal document. The best value method may take into consideration, in whole or in part, by way of illustration and not limitation, the following criteria:

- A. The purchase price;
 - B. The reputation of the proposer and of the proposer's goods or services;
 - C. The quality of the proposer's goods or services;
 - D. The extent to which the goods or services meet the Town's needs;
 - E. The proposer's past relationship with the Town;
 - F. The impact on the ability of the Town to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
 - G. The total long-term cost to the Town to acquire the proposer's goods or services;
 - H. Any relevant criteria specifically listed herein or in the contract documents.
26. **ACCEPTANCE:** Proposer agrees that acceptance of any or all items by the Town shall be binding upon proposer. Proposer shall thereafter execute all documents necessary to enter into a contract in a form acceptable to and properly executed by the Town to provide such goods and services.
27. **CONTRACT PERIOD:** Unless otherwise stated in the specifications contained herein, the contract period for the proposal will be for one (1) year upon Town approval, with three (3) optional one (1) year renewal periods if agreeable to both parties. Renewal periods will be subject to the Town's availability of funds.
28. **FUNDING:** The Town is a home-rule municipal corporation operated and funded on a fiscal year basis from October 1 to September 30. Accordingly, the Town reserves the right to terminate at any time, without liability to the Town, any contract for which funding is not available.
29. **ASSIGNMENT:** The successful proposer shall not sell, assign, transfer or convey any contract, in whole or in part, without the prior written consent of the Town obtained through the Town's Purchasing Division.
30. **INTERLOCAL AGREEMENT:** The successful proposer agrees to extend prices for goods and services under the same terms and conditions of this proposal to all governmental entities that have entered into, or will enter into, interlocal cooperative purchasing agreements with the Town of Flower Mound.
31. **CHANGE ORDER:** The Town of Flower Mound reserves the right to modify or change plans and specifications as deemed necessary after the performance of the contract has commenced, to decrease or increase the quantity of work to be performed, materials, equipment or supplies to be furnished, or address other provisions of the contract as approved by the Town Manager or Town Council, and as appropriate under state law. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the contract. All change orders or modifications to the contract will be documented in written form by the Town of Flower Mound and acknowledged by the contracted proposer. **All change orders and modifications to the contract shall be processed through the Purchasing Division only.**
32. **DELIVERY PROMISE – PENALTIES:** Where indicated, proposers must provide number of

ATTACHMENT D

calendar days required to deliver goods or services to the Town of Flower Mound after receipt of order (ARO). **Do not quote shipping dates.** When delivery delay can be foreseen, the proposer shall provide advance notice to the Purchasing Manager, who shall have the right to extend the delivery date if reasons for delay are acceptable. Default in promised delivery, without acceptable reason(s), or failure to meet specifications as contained herein or in the contract documents, authorizes the Purchasing Division to purchase goods or services from an alternate source. The defaulting proposer may be subject to re-procurement costs.

33. **DELIVERY TIMES:** Unless otherwise specified herein, deliveries will only be accepted during normal working hours at location(s) designated by the Town.
34. **INSPECTION:** Upon receipt of goods or services, the same will be inspected for compliance with the specifications and contract documents. If the goods or services do not pass inspection, the proposer will be required to remedy the situation at the proposer's sole expense. The proposer will be required to retrieve the rejected goods at the delivery point and provide the necessary repairs of or replacement and return of the goods in new condition to the original point of delivery; or re-perform services in accordance with the plans and specifications and terms and conditions of the contract and to the Town's satisfaction.
35. **INVOICES:** Invoices shall be submitted to the attention of Accounts Payable Department, 2121 Cross Timbers Road, Flower Mound, Texas 75028, or electronically to accountspayable@flower-mound.com.
36. **PAYMENT TERMS:** Payment terms are net 30 days, unless otherwise specified by the Town in the proposal document.
37. **AUDIT:** The Town shall have access to, and the right to examine, monitor and audit all records, documents, conditions and activities related to contracts awarded by the Town. It shall be the responsibility of the proposer to maintain records associated with this procurement for a period of three (3) years after completion of the contract, or in the event of litigation, a claim or audit, the records shall be retained until the resolution of such litigation, claim or audit. In the case of a conflict between the Special Provisions and this paragraph, the Special Provisions shall control.
38. **INSURANCE:** The Town requires proposer(s) to carry the minimum insurance as required by the greater of the requirements contained in state laws or the insurance requirements contained in the Special Provisions herein.
39. **PRICE ESCALATION:** Unless otherwise stated in the Special Provisions or specifications herein, prices must remain firm for the initial term of the contract. The contracted proposer may request an adjustment at the time of contract renewal by submitting a request in written form to the Purchasing Manager. The basis for price escalation should be based on the Consumer Price Index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted proposer shall provide the Town with copies of the appropriate indices for verification purposes. The Town of Flower Mound reserves the right to approve or reject any and all requests for price escalations.
40. **PRICE REDUCTION:** If during the life of the contract, the contracted proposer's net prices to other customers for the same goods or services are lower than the Town's contracted prices, an equitable adjustment shall be made in the contract price in favor of the Town.
41. **INDEMNITY:** The proposer agrees to release, defend, indemnify and hold harmless the Town of Flower Mound, its officers, agents and employees from and against any and all costs, expenses, suits, demands, claims, liabilities, liens, encumbrances or damages, including attorneys' fees and costs of suit, of any character, name and description, incurred or resulting from any injuries or damages received or sustained by any person, persons or property on account of any intentional wrongful conduct whether intentional or

ATTACHMENT D

unintentional or any negligent act, omission, or fault of the successful proposer, or of any agent, employee, authorized representative, subcontractor, or supplier in the execution of, or performance under this contract or any contract which may result from the proposal and the proposer so agrees upon the submission of the proposal. The proposer must deliver, if so requested by the Town, a written release of all liens or other proper evidence of same, to the satisfaction of the Town prior to the issuance of final payment by the Town.

42. **PATENT RIGHTS:** Proposer agrees to release, defend, indemnify, and hold harmless the Town of Flower Mound from and against any claim involving patent right infringement or copyright infringement on goods or services supplied to the Town.

43. **PROTESTS:** All protests regarding the solicitation process must be submitted in written form to the Purchasing Manager within five (5) working days following the opening of proposals. This includes all protests relating to legal advertisements, deadlines, proposal openings, and all other related procedures under State law, as well as any protests relating to alleged improprieties or ambiguities in the specifications contained in the solicitation or contract documents.

Post-award protests must be submitted in written form to the Purchasing Manager within five (5) working days after award. The protest must include, at a minimum, the name of protester, proposal number or description of goods or services, and a statement of the grounds for protest. The Purchasing Manager, having authority to make the final determination, will respond within ten (10) working days to each substantive issue raised in the protest. Allowances for reconsiderations shall be made only if credible data becomes available that was not previously known, or if there has been an error of law or regulation.

44. **TERMINATION FOR DEFAULT:** The Town of Flower Mound reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the Town in the event of breach or default of this contract. The Town reserves the right to terminate the contract immediately in the event the contracted proposer fails to meet delivery schedules, or otherwise perform in accordance with the specifications contained herein or in the contract documents. Breach of contract or default authorizes the Town to award the contract to another proposer, or purchase from an alternate source, and charge the full increase in cost to the defaulting contracted proposer.

45. **TERMINATION FOR TOWN CONVENIENCE:** Whenever the Town, in its discretion, deems it to be in the Town's best interests, it may terminate this contract for the Town's convenience. Such termination shall be effective thirty (30) days after the Town delivers written notice of such termination for convenience to the contracted proposer. Upon receipt of such notice from the Town, proposer shall not thereafter incur, and the Town shall have no liability for, any costs under this contract that are not necessary for actual performance of the contract between the date of the notice of termination for convenience and the effective date of that termination for convenience. In the event of a termination for convenience hereunder, the Town shall have no liability to proposer for lost or anticipated profit resulting therefrom.

46. **REMEDIES:** The successful vendor and the Town of Flower Mound agree that each party may have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

47. **VENUE:** The validity of the contract and of any of its terms or provisions, as well as the rights and duties hereunder or the contract documents, shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action shall lie in Denton County, Texas.

48. **DETERMINATION OF NON-RESPONSIBLE PROPOSER:** The Town may disqualify a proposer as non-responsible and its proposal shall not be considered for reasons including, but not limited

ATTACHMENT D

to, the following:

- A. Reason for believing collusion exists among proposers.
- B. Where the proposer, any subcontractor, supplier, or the Surety on any bond given, or to be given, is in litigation with the Town, or where such litigation is contemplated or imminent, in the sole opinion of the town.
- C. The proposer being in arrears on any existing contract or having defaulted on a previous contract.
- D. Lack of competency, in the judgment of the Town, as revealed by pertinent factors, including but not necessarily limited to, experience and equipment, information provided on proposer's financial statement and questionnaires.
- E. Uncompleted work or other projects that, in the judgment of the Town, will prevent or hinder the prompt completion of the work if awarded.
- F. Where the proposer, or subcontractor thereof, in the judgment of the Town, has failed to perform in a satisfactory manner on a previous contract.
- G. Where a proposer or subcontractor thereof has failed to disclose a potential conflict of interest or is discovered to have a conflict of interest under State law, the Town's Charter, or the Town's Code of Ordinances.
- H. Where a proposer, its subcontractor, or individual officer/principal of the proposer or subcontractor is under criminal indictment or been convicted of a criminal offense.

- 49. DETERMINATION OF NON-RESPONSIVE PROPOSAL:** The Town may disqualify a proposal as non-responsive and it shall not be considered for reasons including, but not limited to, the following:

- A. The proposal shows any omissions, alterations of form, additions, or conditions not called for, or irregularities of any kind, in the sole determination of the Town.
- B. Proposal received after the time limit for receiving proposals.
- C. Proposal was not signed.
- D. Unbalanced value of any items.
- E. Improper or insufficient proposal guaranty, if required.
- F. Proposal did not meet specifications.
- G. Proposal did not contain all requested/required documents, submittals and/or samples.

END OF GENERAL TERMS AND CONDITIONS



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: November 20, 2017

FROM: Sabrina Zadow, Purchasing Manager

ITEM: Consider approval of the purchase of one (1) Toro GroundMaster Rough Cut Mower from Professional Turf Products in the amount of \$65,086.17.

BACKGROUND INFORMATION: The Parks Department is requesting the purchase of one (1) Toro GroundMaster Rough Cut Mower in the amount of \$65,086.17 through BuyBoard CoOp Contract No 529-17. The new equipment purchase was approved in the Fiscal Year 2017-2018 Vehicle Equipment Replacement Fund (VERF) budget and replaces unit #3300-102 (2012 Toro GroundMaster 4500-D).

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$65,086.17

Proposed Expenditure:	Account Number(s):
\$65,086.17	565-450-84500-6110

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Mower Quote
2. Fleet Manager's Bid Award Recommendation

DRAFT MOTION: Move to approve the purchase of one (1) Toro GroundMaster Rough Cut Mower from Professional Turf Products in the amount of \$65,086.17.



Professional Turf Products, L.P.

1010 North Industrial Blvd.

Euless, Texas 76039

Will Dutton

(972) 746-7637

duttonw@proturf.com



Count on it.

Ship To	Town Of Flower Mound		Date	9/13/2017
Bill To	BUYBOARD (CONTRACT # 529-17)		Tax Rate	
Contact	Chase Houston		Destination	
Address	9610 S. Garnett		Trade-In	
City	Flower Mound, TX		Finance	
State	TX	Comments: 2232719 (9-13-2017)	Account Type	Contract
Postal Code	75068			
Phone				
Fax				

sat hnl 123

Proposal

Qty	Model #	Description	Unit	Extended
1	30881	GM 4500-D (Tier 4 Final Compliant)		
1	30349	Universal Sunshade (White)		
1	136-1830	45/4700 UNIVERSAL SUNSHADE MOUNT KIT		
1	30408	MVP KIT-GM4XXX, 800 HR YANMAR T4F		
1	131-6691	SEAT COVER, LARGE		
		Toro GM4500 TIV	\$	65,086.17

SubTotal	\$	65,086.17
Destination		Included
Tax (Estimated)		Exempt
TOTAL	\$	65,086.17

Comments:

For all New Equipment, Demo units may be available for up to 20% savings.

For all New Equipment, Refurbished units may be available for up to 40% savings.

Terms & Conditions:

- Orders are considered contractual. Order cancellations are subject to fees up to 10% of the original order value.
- New equipment delivery time is estimated at six weeks from the time credit is approved & documents are executed.
- Pricing, including finance options, valid for 30 days from time of quotation.
- After 30 days all prices are subject to change without notice.
- Used and Demo equipment is in high demand and availability is subject to change.
 - Upon firm customer commitment to purchase, said equipment availability will be determined and "locked".
 - In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
 - PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
- "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

Returns Policy:

- All returns are subject to restocking, refurbishing, usage, and shipping fees.
- All returns must be able to be sold as new.
- Items missing parts are non returnable.

* UNIT # TO BE REPLACED! 3300-102 *



Bid Award Recommendation

Buyboard Contract 529-17

Date: 10-24-2017

Description: **Rough Cut Mower**

Replaces/Trade-in: Unit 3300-102
2012 Toro GroundMaster 4500-D

Bidder #1: Professional Turf Products L.P.

Bid: Toro GroundMaster 4500-D (Tier 4 final compliant)

Per: Quote specs

To include but not limited to:

Universal sunshade (white)

Univ. sunshade mount kit

MVP Kit-FM4XXX, 800 hr. Yanmar T4F

Large seat cover

Quantity: One (1)

Total Price: \$65,086.17

**Delivered to Town of Flower Mound Fleet Service Center
1101 Duncan Ln.
Flower Mound, Tx**

It is Fleet Services recommendation to award the bid to **Professional Turf Products L.P.** as the lowest responsible bidder in the amount of \$ **65,086.17**.

H. Deats Stewart
Fleet Services Manager

10-24-2017
Date



TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: November 20, 2017

FROM: Sabrina Zadow, Purchasing Manager

ITEM: Consider approval of the purchase of one (1) Bobcat Compact Track Loader from Bobcat Company in the amount of \$60,534.91.

BACKGROUND INFORMATION: The Public Works – Street Services Department is requesting the purchase of one (1) Bobcat Compact Track Loader in the amount of \$60,534.91 through BuyBoard CoOp Contract No 515-16. The new equipment purchase was approved in a Fiscal Year 2017-2018 Decision Package as an addition to their department's equipment inventory.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$60,534.91

Proposed Expenditure:	Account Number(s):
\$60,534.91	100-690-92240-6110

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Bobcat Quote
2. Fleet Manager's Bid Award Recommendation

DRAFT MOTION: Move to approve the purchase of one (1) Bobcat Compact Track Loader from Bobcat Company in the amount of \$60,534.91.



Product Quotation

Quotation Number: 20053D021613

Date: 2017-08-24 14:02:26

Ship to	Bobcat Dealer	Bill To
Flower Mound 2121 Cross Timbers rd Flower mound, TX 75028 Phone: (972) 874-6412	Bobcat of Dallas, Lewisville, TX 1302 SOUTH I-35 E LEWISVILLE TX 75067 Phone: 469-586-0000 Fax: 972-221-3095 Contact: Ken Peterson Phone: 469 586 0000 Fax: 972 221 3095 Cellular: 214-676-2951 E Mail: kpeterson@bobcatofdallas.com	Flower Mound 2121 Cross Timbers rd Flower mound, TX 75028 Phone: (972) 874-6412

Description	Part No	Qty	Price Ea.	Total
T770 T4 Bobcat Compact Track Loader	M0285	1	\$52,427.90	\$52,427.90
92 HP Turbo Tier 4 Diesel Engine	Lift Arm Support			
Air Intake Heater (Automatically Activated)	Lift Path: Vertical			
Auxiliary Hydraulics: Variable Flow	Lights, Front & Rear			
Backup Alarm	Operator Cab			
Bob-Tach	Includes: Adjustable Suspension Seat, Top & Rear			
Bobcat Interlock Control System (BICS)	Windows, Seat Bar, Seat Belt			
Controls: Bobcat Standard	Roll Over Protective Structure (ROPS) meets SAE-J1040			
Engine/Hydraulic Systems Shutdown	& ISO 3471			
Horn	Falling Object Protective Structure (FOPS) meets SAE-			
Instrumentation: Engine Temp & Fuel Gauges, Hourmeter,	J1043 & ISO 3449, Level I; (Level II is available through			
RPM and Warning Lights	Bobcat Parts)			
	Parking Brake: Spring Applied, Pressure Released			
	(SAPR)			
	Tracks: Rubber, 17.7" wide			
	Warranty: 12 Months, Unlimited Hours			
Factory Installed A71 Option Package	M0285-P01-A71	1	\$4,275.60	\$4,275.60
Cab Enclosure with Heat and AC	Deluxe Instrument Panel			
Power Bob-Tach	Keyless Start			
Sound Reduction	Attachment Control Kit			
	Cab Accessories Package			
	Selectable Joystick Controls (SJC)	M0285-R01-C04	1	\$661.50
	Hydraulic Bucket Positioning	M0285-R11-C02	1	\$327.60
Attachments	80" C/I Heavy Duty Bucket	6726344	1	\$1,166.00
	--- Bolt-On Cutting Edge, 80"	6718008	1	\$170.61
	Pallet Fork Frame, Heavy Duty	7109332	1	\$775.20
Description	Part No	Qty	Price Ea.	Total
60" Pallet Fork Teeth		1	\$673.00	\$673.00
Total of Items Quoted				\$60,477.41
Dealer Assembly Charges				\$57.50
Quote Total - US dollars				\$60,534.91

Notes:

QUOTED FROM THE BUYBOARD CONTRACT #515-16
PLEASE MAKE PO OUT TO:
CLARK EQUIPMENT CO. DBA BOBCAT COMPANY
PO BOX 6000

250 EAST BEATON
WEST FARGO, ND 58078

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.
Customer must exercise his purchase option within 30 days from quote date.

Customer Acceptance:

Purchase Order: 18124

Authorized Signature:

Print: MAYOR TOM HAYDEN Sign: _____ Date: _____



Bid Award Recommendation

Buyboard Contract CE #515-16,

Date: 10-23-2017

Description: **Compact Track Loader**

Replaces/Trade-in: NEW fleet add-on

Bidder #1: Bobcat of Dallas, Lewisville, Tx. Ken Peterson: 469-586-0000

Bid: T770 T4 Bobcat Compact Track Loader

Per: Quote specs

To include but not limited to:

A71 Option Pkg.

Enclosed Cab w/Heat and A/C

Attach. Control Kit

Joystick Control

Hydraulic bucket Pos.

80" bucket & cutting edge

Pallet Fork Frame & 60 pallet fork teeth

Unit Price: \$60,534.91

Quantity: One (1)

Total Price: \$60,534.91

**Delivered to Town of Flower Mound Fleet Service Center
1101 Duncan Ln.
Flower Mound, Tx**

It is Fleet Services recommendation to award the bid to **Bobcat of Dallas, Lewisville, Tx.** as the lowest responsible bidder in the amount of \$ **60,534.91**.

H. Deats Stewart

Fleet Services Manager

10-23-2017

Date



TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: November 20, 2017

FROM: Jeff Garner, Director Facilities Management

ITEM: Consider approval and final acceptance of the Fire Station No. 1 Facility Upgrades project, for the Central Fire Shower Renovations, and authorization of final payment to Unified Services of Texas Inc., in the amount of \$31,478.64.

BACKGROUND INFORMATION: Fire Station No. 1 Facility Upgrades project for the Central Fire Shower Renovation – Bid No. 2017-61, is complete as of October 18, 2017. Final payment consists of the project retainage in the amount of \$31,478.64.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$31,478.64

Proposed Expenditure:

Account Number(s):

\$31,478.64

533-111-50102

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

LEGAL REVIEW: N/A.

ATTACHMENTS:

1. Application for Payment
2. Affidavit of All-Bills Paid
3. Consent of Surety

DRAFT MOTION: Move to approve final acceptance of the Fire Station No. 1 Facility Upgrades project, for the Central Fire Shower Renovations, and authorization of final payment to Unified Services of Texas Inc., in the amount of \$31,478.64.

AIA Type Document
Application and Certification for Payment

Page 1 of 2

TO (OWNER): Town of Flower Mound
 2121 Cross Timbers Rd.
 Flower Mound, TX 75028

PROJECT: Central Fire Station
 UST Job #3517-002

APPLICATION NO: 5 Retainage
PERIOD TO: 9/29/2017

DISTRIBUTION TO:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

FROM (CONTRACTOR): Unified Services of Texas, Inc
 2110 Greenbriar Drive
 Southlake, TX 76092

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR: 2017-61

CONTRACT DATE: 5/30/2017

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Type Document is attached.

1. **ORIGINAL CONTRACT SUM** \$ 314,786.41

2. **Net Change by Change Orders** \$ 0.00

3. **CONTRACT SUM TO DATE** (Line 1 + 2) \$ 314,786.41

4. **TOTAL COMPLETED AND STORED TO DATE** \$ 314,786.41

5. **RETAINAGE:**

a. 0.00 % of Completed Work \$ 0.00

b. 0.00 % of Stored Material \$ 0.00

Total retainage (Line 5a + 5b) \$ 0.00

6. **TOTAL EARNED LESS RETAINAGE** \$ 314,786.41
 (Line 4 less Line 5 Total)

7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT**
 (Line 6 from prior Certificate) \$ 283,307.77

8. **CURRENT PAYMENT DUE** \$ 31,478.64

9. **BALANCE TO FINISH, INCLUDING RETAINAGE**
 (Line 3 less Line 6) \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: Unified Services of Texas, Inc
 2110 Greenbriar Drive Southlake, TX 76092

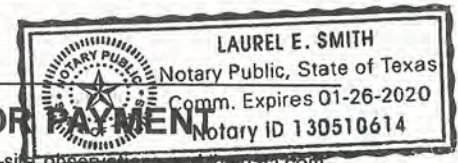
By: Tricia M. Stefano Date: 10/03/2017

State of: Texas

County of: Tarrant

Subscribed and Sworn to before me this 3rd Day of October 20 17

Notary Public: Laurel E. Smith
 My Commission Expires: Jan 26, 2020



ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA Type Document
Application and Certification for Payment

Page 2 of 2

TO (OWNER): Town of Flower Mound
 2121 Cross Timbers Rd.
 Flower Mound, TX 75028

PROJECT: Central Fire Station
 UST Job #3517-002

APPLICATION NO: 5 Retainage
PERIOD TO: 9/29/2017

DISTRIBUTION
TO:
 _ **OWNER**
 _ **ARCHITECT**
 _ **CONTRACTOR**

FROM (CONTRACTOR): Unified Services of Texas, Inc
 2110 Greenbriar Drive
 Southlake, TX 76092

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR: 2017-61

CONTRACT DATE: 5/30/2017

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	General Conditions	44,038.00	44,038.00	0.00	0.00	44,038.00	100.00	0.00	0.00
2	Architectural Demolition	15,387.00	15,387.00	0.00	0.00	15,387.00	100.00	0.00	0.00
3	Trenching	7,385.00	7,385.00	0.00	0.00	7,385.00	100.00	0.00	0.00
4	CMU	4,750.00	4,750.00	0.00	0.00	4,750.00	100.00	0.00	0.00
5	Steel	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00	0.00	0.00
6	Millwork	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00	0.00	0.00
7	Doors Frames & Hardware	13,100.00	13,100.00	0.00	0.00	13,100.00	100.00	0.00	0.00
8	Framing/Drywall	8,300.00	8,300.00	0.00	0.00	8,300.00	100.00	0.00	0.00
9	Ceilings	11,630.00	11,630.00	0.00	0.00	11,630.00	100.00	0.00	0.00
10	Paint	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00	0.00	0.00
11	Specialties	12,800.00	12,800.00	0.00	0.00	12,800.00	100.00	0.00	0.00
12	HVAC	15,840.00	15,840.00	0.00	0.00	15,840.00	100.00	0.00	0.00
13	Fire Sprinkler	13,627.00	13,627.00	0.00	0.00	13,627.00	100.00	0.00	0.00
14	Plumbing	44,800.00	44,800.00	0.00	0.00	44,800.00	100.00	0.00	0.00
15	Electrical	49,800.00	49,800.00	0.00	0.00	49,800.00	100.00	0.00	0.00
16	Flooring	38,600.00	38,600.00	0.00	0.00	38,600.00	100.00	0.00	0.00
CO1	CO1	15,729.41	15,729.41	0.00	0.00	15,729.41	100.00	0.00	0.00
REPORT TOTALS		\$314,786.41	\$314,786.41	\$0.00	\$0.00	\$314,786.41	100.00	\$0.00	\$0.00

MID-CONTINENT CASUALTY COMPANY

CONTRACTOR'S REQUEST TO SURETY FOR RELEASE OF PAYMENTS

With respect to bond number 1017121, and the underlying Contractual Agreement, the undersigned hereby request the Mid-Continent Casualty Company's

consent to: ☒ **RELEASE OF RETAINAGE,** or in the amount of \$ 31,478.64
☐ **FINAL PAYMENT,**

So as to induce the Mid-Continent Casualty Co. to consent to the release of all or part of the monies held by the Obligee under said Contractual Agreement the undersigned make the following Declarations and Agreements:

1. The amount owed to Subcontractors, Suppliers, and Laborers on said Contract is \$ 20,353.12. A list of all such bills is given on the reverse side hereof.
2. If said Contract is complete, the date of completion was 09/29/2017.
3. The final contract price, including all Change Orders is \$ 314,786.41.
4. If said Contract is not complete, the anticipated completion date is _____.
5. There are no pending liens or suits arising out of said contract, except as noted on reverse side.

The contract funds received by the undersigned, in accordance with the Mid-Continent Casualty Company's consent, will be used exclusively to pay outstanding bills on said contract and for no other purpose until all contract bills are satisfied.

Signed, sealed, and dated this 18th day of October, 2017

By: *Tricia M. Stefanko*
 Signature (SEAL)

Vice President

Title

State of Texas

County of Tarrant

Subscribed and sworn to before me this 18th day of October, 2017

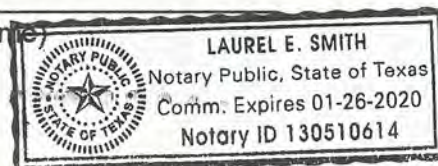
Jan 26, 2016
 (Commission Date)

130510614
 (Commission No.)

Laurel E. Smith
 (Notary Public)

Laurel E. Smith

(Typed Name)



Amount owed to Subcontractors, Suppliers, and Laborers:

Amounts owed are retainage only

	<u>Amount Owed</u>	<u>Name of Creditor</u>
1.	\$ <u>1,225.00</u>	<u>Century Fire Protection</u>
2.	\$ <u>700.00</u>	<u>Ridgeline Integrated Solutions</u>
3.	\$ <u>2,038.30</u>	<u>RLP Mechanical Contractors</u>
4.	\$ <u>3,900.00</u>	<u>E-MC Electrical Contractors</u>
5.	\$ <u>4,600.00</u>	<u>Quantum Mechanical Services</u>
6.	\$ <u>1,265.20</u>	<u>Pride Drywall</u>
7.	\$ <u>2,934.80</u>	<u>Freedom Millwork</u>
8.	\$ <u>2,412.00</u>	<u>Quality Floors Contract</u>
9.	\$ <u>629.82</u>	<u>Omega Industries</u>
10.	\$ <u>648.00</u>	<u>D. Crawford Construction</u>

PENDING LIENS OR LAWSUITS:

(Identify the amount in dispute, the other party involved in the dispute, and the reason for the dispute.)

1.	_____

2.	_____

3.	_____

4.	_____

5.	_____

BOND #: **1017121****CONSENT OF SURETY TO REDUCTION IN
OR PARTIAL RELEASE OF RETAINAGE**

AIA Document G707A

(Instructions on reverse side)

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☐
OTHER	☐

TO OWNER:
(Name and address)

ARCHITECT'S PROJECT NO.: _____

Town of Flower Mound**2121 Cross Timbers Rd.****Flower Mound, TX 75028**CONTRACT FOR: **#2017-061****Central Fire Station Building Renovation**PROJECT:
(Name and address)CONTRACT DATED: **April 17, 2017****Central Fire Station Building Renovation****3911 South Broadway Ave.****Flower Mound, TX**In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)**Mid-Continent Casualty Company****PO Box 1409****Tulsa, OK 74101**

_____, SURETY,

on bond of

(Insert name and address of Contractor)

Unified Services of Texas, Inc.**2110 Greenbriar Dr.****Southlake, TX 76092**

_____, CONTRACTOR,

hereby approves the reduction or partial release of retainage to the Contractor as follows:

\$31,478.64

The Surety agrees that such reduction in or partial release of retainage to the Contractor shall not relieve the Surety of any of its obligations to

(Insert name and address of owner)

Town of Flower Mound**2121 Cross Timbers Rd.****Flower Mound, TX 75028**

_____, OWNER,

as set forth in said Surety's bond,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **October 19, 2017**

(Insert in writing the month followed by the numeric date and year)

Mid-Continent Casualty Company

(Surety)

(Signature of authorized representative)

Rhonda Hoopingartner, Attorney-In-Fact

(Printed name and title)

Attest:
(Seal):

CAUTION: You should sign an original AIA document that has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced. See Instruction Sheet for Limited License for Reproduction of this document.

MID-CONTINENT CASUALTY COMPANY

1437 SOUTH BOULDER, SUITE 200 • TULSA, OKLAHOMA 74119 • 918-587-7221 • FAX 918-588-1253

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the **MID-CONTINENT CASUALTY COMPANY**, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof. **Jim Bean, Colleen C. Coleman, Barbara Eden, Rhonda Hoopingarner, Chris Monroe, Fred Monroe and M. A. Monroe, all of ARLINGTON, TX**

IN WITNESS WHEREOF, the **MID-CONTINENT CASUALTY COMPANY** has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 26 day of June, 2017



ATTEST:

SHARON HACKL

Secretary

MID-CONTINENT CASUALTY COMPANY

TODD BAZATA

VICE PRESIDENT

On this 26 day of June, 2017 before me personally appeared TODD BAZATA, to me known, being duly sworn, deposes and says that s/he resides in Broken Arrow, Oklahoma, that s/he is a Vice President of **Mid-Continent Casualty Company**, the company described in and which executed the above instrument; that s/he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of her/his office under the By-Laws of said Company, and that s/he signed his name thereto by like authority.

STATE OF OKLAHOMA }
COUNTY OF TULSA }

SS

Commission # 11008253My Commission Expires: 09-08-19

JULIE CALLAHAN

Notary Public

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of **Mid-Continent Casualty Company** by unanimous written consent dated September 25, 2009.

RESOLVED: That the President, the Executive Vice President, the several Senior Vice Presidents and Vice Presidents or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, SHARON HACKL, Secretary of **Mid-Continent Casualty Company**, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of September 25, 2009 have not been revoked and are now in full force and effect.

Signed and sealed this 19th day of October, 2017



SHARON HACKL

Secretary

VOID IF BOX IS EMPTY



TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: November 20, 2017

FROM: Clay Riggs, Senior Project Engineer

ITEM: Consider approval of Change Order No. 1 and final acceptance of the Long Prairie 12-Inch Water Line project, Section 2, amending the contract with Saber Development Corporation, for a decrease to the contract in the amount of \$9,986.50, and authorizing final payment to Saber Development Corporation, in the amount of \$27,005.02; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: Change Order No. 1 provides for the line item adjustments to match in-place quantities. Final payment consists of \$24,335.02 of retainage and final payment of \$2,670.00, for a final contract amount of \$489,564.50.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: \$27,005.02

Proposed Expenditure:	Account Number(s):
\$27,005.02	601-900-96030

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Change Order No. 1
2. Contractors Estimate for Payment
3. Consent of Surety
4. Affidavit of Bills Paid

DRAFT MOTION: Move to approve Change Order No. 1 and final acceptance of the Long Prairie 12-Inch Water Line project, Section 2, amending the contract with Saber Development Corporation, for a decrease to the contract in the amount of \$9,986.50, and authorizing final payment to Saber Development Corporation, in the amount of \$27,005.02; and authorization for the Mayor to execute same on behalf of the Town.

CHANGE ORDER No. 1 and Final

Effective Date: Upon execution by the Mayor

Owner: Town of Flower Mound
 Contractor: Saber Development Corporation
 Attn: Walt Hannon
 PO Box 540186
 Dallas, Texas 75354

Project: Long Prairie 12-Inch Water Line

CHANGE ORDER NO. 1

The compensation agreed upon in this Change Order is a full, complete, and final payment for all costs the Contractor incurs as a result of or relating to the change, whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any costs for delay, extended overhead, ripple or impact costs, or any other effect on changed or unchanged work as a result of this change.

You are directed to make the following changes in the Contract Documents:

Item No.	Description	Unit	Add/ Deduct	Quan	Unit Price	Extended Amount
CO1A	Non-Restrained Ductile Iron Pipe	LS	Deduct	1.00	\$1,550.00	(\$1,550.00)
3	12" Awwa C900 Dr 14 Pvc Water Line By Open Cut	LF	Deduct	21.00	\$48.00	(\$1,008.00)
4	12" Awwa C900 Dr 14 Restrained Joint Pvc Water Line With Casing Spacers	LF	Add	20.00	\$61.00	\$1,220.00
11	20" I.D. Steel Casing Pipe By Open Cut	LF	Add	20.00	\$100.00	\$2,000.00
13	Trench Safety	LF	Deduct	110.00	\$0.50	(\$55.00)
14	Seed, Fertilizer, And Erosion Control	LF	Deduct	786.00	\$2.00	(\$1,572.00)
15	Remove And Replace Concrete Pavement	SY	Deduct	47.00	\$75.00	(\$3,525.00)
17	Remove And Replace Barb Wire Fence	LF	Deduct	540.00	\$4.00	(\$2,160.00)
19	Temporary Fence	LF	Deduct	631.00	\$4.00	(\$2,524.00)
25	Remove And Replace Concrete Channel	SY	Deduct	12.50	\$65.00	(\$812.50)
Subtotal						(\$9,986.50)

Contract Price
 Change Order No. 1
 Revised Contract Price

\$	499,551.00
\$	(9,986.50)
\$	489,564.50

JUSTIFICATION

Item CO1A provides the use of non-restrained pipe in locations where restraint is not needed.
 Allows for bid items 3, 11, 13, 14, 15, 17, 19, & 25 to be reconciled based on actual quantities installed.

Recommended for Approval Clay Riggs
 Clay Riggs, P.E.
 Senior Project Engineer

10-19-17
 Date

Walt Hannon
 Contractor
 President
 Contractor Title

3-2-17
 Date

Approved

Thomas E. Hayden
 Mayor
 Date

CONTRACT ESTIMATE FOR PAYMENT

Attachment 2

Project: Long Prairie 12-Inch Water Line

Estimate No.: 8

Item No.	Description of Item	Unit of Measure	Contract Quantities	Unit Price	Contract Amount	Quantities Completed Previous	Quantities Completed This Month	Quantities Completed To Date	Dollar Amount Previous	Dollar Amount This Month	Amount Completed To date	% of Quantity Complete
1	MOBILIZATION, BONDS, AND INSURANCE	LS	1	\$ 20,000.00	\$ 20,000.00	0.95	0.05	1.00	\$ 19,000.00	\$ 1,000.00	\$ 20,000.00	100.00%
2	8" AWWA C900 DR 14 PVC WATER LINE BY OPEN CUT	LF	18	\$ 40.00	\$ 720.00	18.00	0.00	18.00	\$ 720.00	\$ -	\$ 720.00	100.00%
3 CO1	12" AWWA C900 DR 14 PVC WATER LINE BY OPEN CUT	LF	4,576.00	\$ 48.00	\$ 219,648.00	4576.00	0.00	4576.00	\$ 219,648.00	\$ -	\$ 219,648.00	100.00%
4 CO1	12" AWWA C900 DR 14 RESTRAINED JOINT PVC WATER LINE WITH CASING SPACERS	LF	117.00	\$ 61.00	\$ 7,137.00	97.00	20.00	117.00	\$ 5,917.00	\$ 1,220.00	\$ 7,137.00	100.00%
5	16" CLASS 250 DUCTILE IRON WATER LINE BY OPEN CUT	LF	694	\$ 111.00	\$ 77,034.00	694.00	0.00	694.00	\$ 77,034.00	\$ -	\$ 77,034.00	100.00%
6	8" GATE VALVE	EA	3	\$ 1,200.00	\$ 3,600.00	3.00	0.00	3.00	\$ 3,600.00	\$ -	\$ 3,600.00	100.00%
7	12" GATE VALVE	EA	11	\$ 2,150.00	\$ 23,650.00	11.00	0.00	11.00	\$ 23,650.00	\$ -	\$ 23,650.00	100.00%
8	16" GATE VALVE	EA	1	\$ 5,900.00	\$ 5,900.00	1.00	0.00	1.00	\$ 5,900.00	\$ -	\$ 5,900.00	100.00%
9	FIRE HYDRANT ASSEMBLY	EA	11	\$ 4,500.00	\$ 49,500.00	11.00	0.00	11.00	\$ 49,500.00	\$ -	\$ 49,500.00	100.00%
10	BORE WITH 20" I.D. STEEL CASING PIPE	LF	44	\$ 420.00	\$ 18,480.00	44.00	0.00	44.00	\$ 18,480.00	\$ -	\$ 18,480.00	100.00%
11 CO1	20" I.D. STEEL CASING PIPE BY OPEN CUT	LF	73.00	\$ 100.00	\$ 7,300.00	53.00	20.00	73.00	\$ 5,300.00	\$ 2,000.00	\$ 7,300.00	100.00%
12	CONNECT TO EXISTING WATER LINE	EA	4	\$ 3,100.00	\$ 12,400.00	4.00	0.00	4.00	\$ 12,400.00	\$ -	\$ 12,400.00	100.00%
13 CO1	TRENCH SAFETY	LF	5,252.00	\$ 0.50	\$ 2,626.00	5252.00	0.00	5252.00	\$ 2,626.00	\$ -	\$ 2,626.00	100.00%
14 CO1	SEED, FERTILIZER, AND EROSION CONTROL	LF	4,576.00	\$ 2.00	\$ 9,152.00	4576.00	0.00	4576.00	\$ 9,152.00	\$ -	\$ 9,152.00	100.00%
15 CO1	REMOVE AND REPLACE CONCRETE PAVEMENT	SY	0.00	\$ 75.00	\$ -	0.00	0.00	0.00	\$ -	\$ -	\$ -	#DIV/0!
16	REMOVE AND REPLACE FLEXBASE PAVEMENT	SY	57	\$ 65.00	\$ 3,705.00	57.00	0.00	57.00	\$ 3,705.00	\$ -	\$ 3,705.00	100.00%
17 CO1	REMOVE AND REPLACE BARB WIRE FENCE	LF	105.00	\$ 4.00	\$ 420.00	105.00	0.00	105.00	\$ 420.00	\$ -	\$ 420.00	100.00%
18	REMOVE AND REPLACE 36" RCP AND SAFETY END TREATMENT	LS	1	\$ 9,500.00	\$ 9,500.00	1.00	0.00	1.00	\$ 9,500.00	\$ -	\$ 9,500.00	100.00%
19 CO1	TEMPORARY FENCE	LF	30.00	\$ 4.00	\$ 120.00	30.00	0.00	30.00	\$ 120.00	\$ -	\$ 120.00	100.00%
20	TREE REMOVAL	LS	1	\$ 8,500.00	\$ 8,500.00	1.00	0.00	1.00	\$ 8,500.00	\$ -	\$ 8,500.00	100.00%
21	CONTROLLED LOW STRENGTH MATERIAL (CLSM)	LF	54	\$ 40.00	\$ 2,160.00	54.00	0.00	54.00	\$ 2,160.00	\$ -	\$ 2,160.00	100.00%
22	TRAFFIC CONTROL	LS	1	\$ 6,000.00	\$ 6,000.00	1.00	0.00	1.00	\$ 6,000.00	\$ -	\$ 6,000.00	100.00%
23	STORM WATER POLLUTION PREVENTION PLAN	LS	1	\$ 750.00	\$ 750.00	1.00	0.00	1.00	\$ 750.00	\$ -	\$ 750.00	100.00%
24	PROJECT SIGN	EA	1	\$ 500.00	\$ 500.00	1.00	0.00	1.00	\$ 500.00	\$ -	\$ 500.00	100.00%
25 CO1	REMOVE AND REPLACE CONCRETE CHANNEL	SY	12.50	\$ 65.00	\$ 812.50	12.50	0.00	12.50	\$ 812.50	\$ -	\$ 812.50	100.00%
26	ABANDON EXISTING WATER LINE	LS	1	\$ 1,500.00	\$ 1,500.00	1.00	0.00	1.00	\$ 1,500.00	\$ -	\$ 1,500.00	100.00%
CO 1A	NON-RESTRAINED DUCTILE IRON PIPE	LS	1.00	\$ (1,550.00)	\$ (1,550.00)	0.00	1.00	1.00	\$ -	\$ (1,550.00)	\$ (1,550.00)	100.00%
TOTAL					489,564.50				486,894.50	2,670.00	489,564.50	100.00%

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

OWNER	☒
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☐
OTHER	

Bond No. **LCN2160068**PROJECT: **Long Prairie 12-Inch Water Line**TO: (Owner) **Town of Flower Mound
2121 Cross Timbers Rd.
Flower Mound, TX 75028**PROJECT NO. **2016-34**CONTRACT FOR: **Water Improvements**CONTRACTOR: **Saber Development Corporation
P.O. Box 540186
Dallas, TX 75354**CONTRACT DATE: **April 4, 2016**In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above,
the**Old Republic Insurance Company**, SURETY,

on Bond of

Saber Development Corporation, CONTRACTOR,hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall
not relieve the Surety Company of any of its obligations to**Town of Flower Mound**, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety has hereunto set its hand this**10th** day of **March**, 2017**Old Republic Insurance Company**
Surety Company

Signature of Authorized Representative

Attest:
(Seal)**Clint Norris, Attorney-In-Fact**
Title



OLD REPUBLIC INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:
 STEVE RICKENBACHER, DAVID C. OXFORD, CHARLES K. MILLER, CLINTON NORRIS, SHERREL BREAZEAL, STEVEN J. ZINECKER, SHANNON L. LEWIS, SOPHIE HUNTER, BRET TOMLINSON, SHERI ALLEN, MARY E. BARTON, OF BEDFORD, TX

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF
 FIFTEEN MILLION DOLLARS (\$15,000,000) ----- FOR ANY SINGLE
 OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a meeting held on March 14, 2014. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on March 14, 2014.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person. The authority of any Power of Attorney granted by any such officer of the Company as aforesaid shall not exceed fifty million dollars (\$50,000,000.00), except (a) bonds required to be filed as open penalty bonds, and (b) bonds filed with any court or governmental authority requiring an unlimited penalty in bonds filed in that court.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
 (i) when signed by the chairman, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
 (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 12TH day of NOVEMBER, 2015.

OLD REPUBLIC INSURANCE COMPANY

Phyllis M. Johnson
 Assistant Secretary



Alan Pavlic
 Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 12TH day of NOVEMBER, 2015, personally came before me, ALAN PAVLIC and PHYLLIS M. JOHNSON to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



Kathryn R. Pearson
 Notary Public
 My commission expires: 9/28/18

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

93-8508

Signed and sealed at the City of Brookfield, WI this 10th day of March, 2017



Steve Rickenbacher
 Assistant Secretary

SOUTHWEST ASSURANCE GROUP, INC

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTICOLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

AFFIDAVIT OF BILLS PAID

STATE OF TEXAS

COUNTY OF DALLAS

Personally, before me the undersigned authority, on this day appeared **Robert E. Farrow**, who, being duly sworn on oath, says that he is a legal representative of **Saber Development. Corp.**, and that the materials supplied for the construction of the project, designated as: **Town of Flower Mound Long Prairie 12" Water Line**, that all bills for materials, apparatus, fixtures, machinery and labor used in connection with the construction of this project have, to the best of my knowledge and belief, been fully paid.

Signature

SUBSCRIBED AND SWORN TO BEFORE ME this 12th day of June, 2017

Chanda L McCall
Notary Public in and for the State of Texas
County of Dallas



My Commission Expires:



TOWN COUNCIL AGENDA ITEM NO. 9

CONSENT ITEM

DATE: November 20, 2017

FROM: Tommy Dalton, Assistant Town Manager

ITEM: Consider adoption of the Town Council Strategic Plan for Fiscal Year 2017-2018.

BACKGROUND INFORMATION: The Town is guided by its vision statement: “The vision of Flower Mound is to preserve our unique country atmosphere, heritage, and quality of life while cultivating a dynamic economic environment.” This vision statement is embraced by the Town Council, Town Manager, and Executive Team, and underpins the Town’s strategic planning and daily operations. The Town’s strategic plan to achieve this vision is set by the Town Council during long-term planning sessions held annually. The Town has conducted strategic planning since 1997 when it first adopted its vision statement.

Goals and objectives agreed upon during previous Town Council Strategic Planning Sessions have historically been incorporated into the Town’s budget (<http://www.flower-mound.com/index.aspx?nid=314>). Separate adoption of the Town Council Strategic Plan provides clear direction on the Town Council’s goals and objectives while continuing to be incorporated into the Town’s budget.

This is the fourth year the Town has elevated its strategic planning process with documentation and adoption separate of the budget. The purpose is to raise awareness of the Town’s strategic planning efforts as well as strengthen the connection between the Town’s performance and the Town Council goals.

Upon adoption, staff will monitor the targets and provide updates to the Council as needed or as requested.

BOARD REVIEW/CITIZEN FEEDBACK: It is vital to the Town’s strategic planning and communication efforts to solicit Board and Commission (“Board”) input on various programs and initiatives. It is equally important that the various programs and initiatives created, reviewed, recommended, and acted on by the Town’s Boards are consistent with Town Council goals and strategic planning efforts. Ensuring consistency provides for the most effective use of the Town’s collective resources. In 2014, the Town created an input process that established guidelines to collect feedback in a consistent manner from the Town’s various Boards.

The Town’s Transportation Commission conducted an input session on January 10, 2017. The Council held a joint work session with the Environmental Conservation Commission on February 16, 2017, to discuss ongoing sustainability initiatives and objectives. The Council held a joint work session with the Transportation Commission on March 23, 2017, to discuss the Town’s Thoroughfare Plan. The Council held the Strategic Planning Session on August 4, 2017. The Council held a joint work session with the Planning and Zoning Commission on September 25, 2017, to discuss the Lakeside Business District. The Parks Board finished work on the update of the Parks master plan that was approved by the Council on March 6, 2017.

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Town Council Strategic Plan for FY 2017-2018

DRAFT MOTION: Move to adopt the Town Council Strategic Plan for Fiscal Year 2017-2018.

Attachment 1: Town Council Strategic Plan for FY 2017-2018



2017-2018 Strategic Plan

Flower Mound Town Council



From left: Don McDaniel, Jason Webb, Tom Hayden, Kevin Bryant, Bryan Webb, Claudio Forest

Mayor Tom Hayden

Mayor Pro Tem Don McDaniel

Deputy Mayor Pro Tem Kevin Bryant

Jason Webb, Place 1

Bryan Webb, Place 2

Claudio Forest, Place 5

Vision

The Town of Flower Mound is guided by its vision statement: “To preserve our unique country atmosphere, heritage, and quality of life while cultivating a dynamic economic environment.” This vision statement is embraced by the Town Council, Town Manager, and Executive Team, and underpins the Town’s strategic planning and daily operations. The Town’s strategic plan to achieve this vision is set by the Town Council during long-term planning sessions held annually. The Town has conducted strategic planning since 1997 when it adopted its current vision statement, and is designed to achieve that vision.

The following Strategic Goals were unanimously established by the Town Council during the 2015 strategic planning cycle, and remain for Fiscal Year 2017-2018:

1. Safety and Security
2. First Rate Infrastructure
3. Financial Soundness, and Operational Excellence
4. Superior Quality of Life
5. Dynamic Economic Environment
6. Regional Cooperation
7. Community Engagement
8. Quality Workforce

In order to effectively achieve the Town vision, the goals must fit into an overall coherent plan that reflects the Town’s adopted vision, its purpose, the community’s values, the Town’s Master Plan, and the real and perceived needs of residents and businesses.

Vision:

Established in 1997, the vision of Flower Mound is to preserve our unique country atmosphere, heritage, and quality of life while cultivating a dynamic economic environment.

Purpose & Core Values

The Town's purpose is to provide a healthy and safe community with essential infrastructure and vital services. This is done while protecting property values and the welfare of residents through fair and effective ordinances supported by fiscal responsibility. The community's core values are a reflection of the Town's established vision that translates into a high quality of life. Elements of the Town's vision include country atmosphere, heritage, and dynamic economic development. Those life qualities include: safety, good schools, excellent customer service, great neighborhoods, enduring development, and superior leisure opportunities among others. Residents also value open space; scenic views and corridors; trees and habitat; the ability to live, work, and play in Town; being regionally competitive to encourage employment and quality development; and having a balanced tax base.

Master Plan

With vision, purpose, and core values in mind, any strategic plan must align with the community's Master Plan. A Master Plan is a statement of a community's current and future goals and objectives. Used as a guide to direct future growth, development, and redevelopment of a community, a Master Plan plays an important role in a community's decision-making process. The plan is comprehensive in that it links the different geographic and functional components of a Town to each other in such a way that the community's goals and objectives can be achieved, issues resolved, and opportunities for improved quality of life realized. The Master Plan is a document that sets the framework for the physical development of the Town over a 20-year period. The plan includes sections devoted to land use, parks, trails, open space, roadways, water, wastewater, and economic development.

The Master Plan is also an important policy tool that sets a vision for the orderly growth and development of the Town and provides the framework for many of Flower Mound's governing policies, specifically zoning regulations. Zoning regulations provide the method of implementing the Master Plan by prescribing the use, density, and development standards for each parcel of land.

Community Core Values:

High Quality of Life: Safety, good schools, excellent customer service, great neighborhoods, enduring development, superior leisure opportunities, open space, scenic views and corridors, trees and habitat, the ability to live, work, and play in Town, regionally competitive, and a balanced tax base.

Attachment 1: Town Council Strategic Plan for FY 2017-2018

Since the adoption of the Master Plan in 2001, there have been several major updates to the document with the latest occurring in 2010-2011 to address the Urban Design Plan component. Generally, Master Plans are evaluated every 5 to 10 years which can include minor updates or comprehensive review. The Town completed a focused update of the Town's Master Plan in 2013 to ensure its stated goals are in alignment with the Town's vision, and the community's core values. The vision of the Master Plan is to further the established community-based vision to:

- Preserve the country atmosphere and natural environment that makes Flower Mound a unique and desirable community.
- Mitigate the ill effects of rapid and intense urbanization.
- Create a balanced tax base to ensure the Town's long-term economic health and prosperity.
- Ensure all development is of enduring and exemplary quality and design.

Master Plan

The purpose of the Master Plan is to further the established community-based vision.

Resident and Business Needs

The Town has several different categories of customers. Taxpayers are considered our largest and most valuable customers. Taxpayers are identified as residents and businesses within the Town's geographic borders as well as those who receive police, fire, and emergency services; infrastructure repairs and improvements; water, sewer, and trash services; recreational services; and development services. Visitors to Flower Mound are also valued customers, and considered, but not limited to, individuals who live outside the geographic borders and travel Flower Mound's roads; shop within Flower Mound's commercial districts; and utilize Town parks, trails, and other recreational venues. Visitors are also recognized as potential customers who are individuals or companies considering Flower Mound as a place of establishment for their home or business. These potential customers are identified through community surveys, input at public hearings, requests for information, and marketing efforts by our Economic Development staff.

Residents:	Businesses:
Reliable Infrastructure	Predictability
Safety	Business-Friendly Practices
Low Tax Rates	Reasonable Fees & Processes
Recreation	Low Tax Rates
Shopping	Safe and Attractive Community
Quality Schools	Healthy Economy
Sound Ordinances	Customer Service
Quality Standards	
Customer Service	

Understanding customers' real and perceived needs is critical in developing a responsive strategic plan to bring forward the Town's vision. Over time, the Town has identified these needs.

Strategic Planning

The desire for a high quality of life is the common link between the Town's vision, community core values, Master Plan, and needs of the community. The quality of life the Town provides places it as one of the most desirable communities in the North Texas area. Sustaining that quality of life requires discipline, obtainable and measurable goals, and commitment. Strategic planning provides a systematic approach to evaluate the Town's vision and goals, as well as make decisions and actions to guide the organization.

Developing and prioritizing the strategic goals is the first step toward making decisions. Priorities are determined by the Town Council once staff has been able to articulate budget and operational impacts, policy implications, and timing. Measurement of the goals is equally important and provided in the following performance targets.

The following is a list of the Town's strategic goals and definitions, followed by a description of the Strategic Planning process and an implementation plan outlining objectives, action items, and performance targets.

1. **Safety and Security:** Ensure the safety and security of individuals and property for those who live, work, and play in Flower Mound.
 2. **First Rate Infrastructure:** Provide high-quality water, wastewater, transportation, drainage systems and facilities to meet the current and future needs of the Town.
 3. **Financial Soundness and Operational Excellence:** Ensure Flower Mound's long-term financial viability and organizational success through reliable financial controls, work systems, and processes.
 4. **Superior Quality of Life:** Provide opportunities for a superior quality of life expected by Flower Mound residents through high development standards, protection of public health, vibrant and sustainable neighborhoods, and ample leisure opportunities.
 5. **Dynamic Economic Environment:** Cultivate a dynamic and diverse economic development environment to strengthen the local economy and ensure the long-term success of Flower Mound.
 6. **Regional Cooperation:** Provide leadership and influence to promote the success of the region and ensure cooperation with other area entities.
 7. **Community Engagement:** Promote open communication, transparency, and partnerships with residents and businesses.
 8. **Quality Workforce:** Ensure Flower Mound's long-term success by attracting, retaining, and empowering a workforce that delivers excellent service for an excellent value.
-

The Process

At its core, the Town uses strategic planning as a communication tool to provide a reliable system for feedback and adjustments. Below is a visual representation of the process. The process begins with the Town Council thinking about the future and developing a vision to establish the direction for the Town moving forward. This part of this process is typically accomplished during Town Council Strategic Planning Sessions.

Staff is responsible for developing and executing a plan to achieve the Council's vision. The plan is developed in concert with the Council, so there is clear understanding of the Council's vision, mutually agreed upon goals, and the plan to accomplish those goals.

The vision must be in alignment with the Town's purpose, core values, Master Plan, and the real and perceived needs of citizens. In turn, the goals, objectives, and action items must be in alignment with the vision. Creating alignment with the annual budget and the vision is critical to empower the Town to accomplish the vision. Once alignment is achieved, leaders must be diligent to maintain alignment, including continuous adjustment of the vision based on new information, changing situations, and new insights.

Communication and feedback must be maintained between Council and staff in order to preserve alignment, evaluate performance, and make adjustments due to changing factors. This enables leadership to keep the vision relevant, empowering, and achievable. To keep the communication loop open, staff presents updates to the Town Council on a regular basis to report status and performance, and to discuss necessary adjustment in real time.

During budget preparation the Town Council and staff use the plan as a guide for budget decisions, specifically to compare the priorities of the plan versus the budget priorities. The plan does not assume budget decisions, rather serves to create discussion on the many action items and the limited amount of funds available to implement them.



Town of Flower Mound Strategic Plan

Performance Targets: Fiscal Year 2017-2018



STATUS CODE: **COMPLETED:** ✓ **FAVORABLE:** ↑ (>100%) **ON TARGET:** → (95% - 100%) **UNFAVORABLE:** ↓ **DELAYED:** ←

GOAL: 1. Safety and Security: Ensure the safety and security of individuals and property for those who live, work and play in Flower Mound.

Department	Action Items (in bold) and Performance Target	Current Performance
Objective a. Ensure adequate equipment and personnel needs are being met, including staffing, support and training		
Police	1) Implement digital body camera program September 2018	
Police/Fire	2) Plan and coordinate joint incident and operations exercises Complete 1 full and 2 tabletop exercises	
Fire	3) Continue training & education for first line supervisors, managers and administrative personnel Train 100% of targeted personnel	
Fire	4) Provide annual officer development sessions Train 100% of targeted personnel	
Fire	5) Continue ISO 1 compliant training Train 100% of operations personnel	
Fire	6) Continue to provide personnel opportunities to participate in national conferences Send 5 staff members to national conferences annually	
Fire	7) Develop best practices recognition program (Texas Fire Chief's Association Accreditation) October 2018	
Objective b. Continue community policing practices to promote safety, address crime and communication with public		
Police	1) Enhance social media presence by increasing FMPD Facebook and Twitter followers - 9,000 Likes on Facebook - 6,500 Followers on Twitter	
Police	2) Complete four public safety PSA's September 2018	
Police	3) Maintain community engagement initiatives Quarterly Reporting	
Objective c. Demonstrate service levels related to equity, effectiveness, and efficiency		
Police/Fire	1) Complete annual SMARTGrowth report March 2018	
Objective d. Evaluate and update the Town's Emergency Management Plan		
Fire	1) Annually review and test the plan with annual tabletop, functional, a full-scale exercise in 2018 - Annual review, table top, and functional - Full scale in 2018	
Fire	2) Provide Town-wide NIMS Implementation Training Train 100% of targeted personnel	



Town of Flower Mound Strategic Plan

Performance Targets: Fiscal Year 2017-2018

 STATUS CODE: **COMPLETED:** ✓ **FAVORABLE:** ↑ (>100%) **ON TARGET:** → (95% - 100%) **UNFAVORABLE:** ↓ **DELAYED:** ←
GOAL: 2. First Rate Infrastructure: Provide high quality water, wastewater, transportation, drainage systems, and facilities to meet the current and future needs of the Town.

Department	Action Items (in bold) and Performance Target	Current Performance
Objective a. Develop and Implement infrastructure maintenance programs		
Public Works	1) Utilize preemptive street maintenance program to respond to pavement maintenance service requests Work orders completed	
Public Works	2) Track service requests, completed work orders, and the time work orders are open (Streets) Completion of work orders within 3 business days (average)	
CIP	3) Implement ADA Transition Plan Number of completed projects	
Public Works	4) Complete sign replacement program for FY 2017-2018 Number of signs maintained	
Public Works	5) Maintain and run diagnostics on Town traffic signals Number of units	
Public Works	6) Maintain Town roadway markings Lane miles of markings maintained	
Public Works	7) Monitor utility line maintenance work orders Number of work orders	
Public Works	8) Continue Sanitary Sewer Overflow Initiative (Year 4 of 10) - Linear feet of pipe inspected - Number of manholes inspected	
Public Works	9) Comply with EPA and TCEQ wastewater treatment standards 100%	
Objective b. Plan and/or construct Town Facilities		
CIP	1) Implement the 2017-2018 FY Capital Improvement Program Number of completed projects	
Public Works/CIP	2) Continue working with NCTCOG to identify outside funding sources for transportation projects Amount of total funds awarded	
CIP/Fire	3) Construct Fire Station 7 Begin process October 2018	
CIP/Fire	4) Station 6 Land Acquisition Begin process October 2017	
CIP/Fire	5) Design Station 6 Begin Design and architectural process October 2018	
CIP/Fire	6) Construct Station 6 Begin process October 2019	
CIP/Community Services	7) Design Library Expansion Begin process October 2017	

Town of Flower Mound Strategic Plan

Performance Targets: Fiscal Year 2017-2018



STATUS CODE:

COMPLETED:



FAVORABLE:



(>100%)

ON TARGET: → (95% - 100%)

UNFAVORABLE:



DELAYED:

**GOAL: 3.** Financial Soundness and Operational Excellence: Ensure Flower Mound's long-term financial viability and organizational success through reliable financial controls, work systems, and processes.

Department	Action Items (in bold) and Performance Target	Current Performance
Objective a. Utilize technology for optimal performance and customer service		
TSO	1) Convert Town documents to the Laserfiche system 10 boxes	
Administrative Services	2) Replace software and hardware technology by following/funding the technology replacement schedule 100% completion by September 2018	
Objective b. Maintain Town facilities/infrastructure		
Administrative Services	1) Continue planned preventive maintenance on real property and equipment 100% completion by September 2018	
Administrative Services	2) Complete Central Fire Station Expansion of Administrative areas February 2018	
Objective c. Meet or exceed financial policies		
Financial Services	1) Prepare the CAFR and the budget in accordance with national criteria for excellence in financial reporting and budgeting Annually	
Financial Services	2) Maintain the Town's unassigned fund balance in the General Fund per the Town's adopted financial policies Minimum 15% of annual General Fund expenditures	
Financial Services	3) Maintain the Town's fund balance in the Debt Service Fund per the Town's adopted financial policies Minimum 4% of Debt Service Fund expenditures	
Financial Services	4) Maintain the Town's debt service tax rate at the lower level outlined in the Town's adopted Financial Policies 12 cents or lower	
Financial Services	5) Continue to budget for vehicle and equipment replacements through the Town's Vehicle and Equipment Replacement Fund (VERF) Maintain VERF at 85% funding level or higher	
Financial Services	6) Evaluate all the Town's expenditure and revenue sources including taxes, fees, and utility rates Annually	
Financial Services	7) Monitor grant and outside funding awards - Total number of applications - Total dollars awarded	

Town of Flower Mound Strategic Plan

Performance Targets: Fiscal Year 2017-2018



STATUS CODE: **COMPLETED:** ✓ **FAVORABLE:** ↑ (>100%) **ON TARGET:** → (95% - 100%) **UNFAVORABLE:** ↓ **DELAYED:** ←

GOAL: 4. Superior Quality of Life: Provide opportunities for a superior quality of life expected by Flower Mound residents through high development standards, protection of public health, vibrant and sustainable neighborhoods, and ample leisure opportunities.

Department	Action Items (in bold) and Performance Target	Current Performance
Objective a. Maximize leisure opportunities		
Community Services	1) Evaluate point of service surveys for Parks and Recreation programming to identify potential enhancements Quarterly	
Community Services	2) Monitor family oriented special events in Town parks and/or facilities Overall attendance/registrations	
Community Services	3) Create and publish annual special events calendar Annually in December	
Objective b. Support Education and Quality of Life for Flower Mound Residents		
Community Services	1) Develop a Cultural Arts Master Plan Prepare RFP by March 2018	
Objective c. Continue to review Town Development Codes for necessary amendments		
All	1) Review Town Development Code and bring forward necessary amendments September 2018	
Objective d. Preserve and Protect the Town's natural environment		
Environmental Services	1) Continue identification of ESAs and work with the development community/applicants to preserve unique natural habitats Identify ESAs through the development application process and continue to compile and report data on the ESA acreage preserved	
Objective e. Monitor existing tree canopy coverage in the Town		
Environmental Services	1) Establish and continue a program to periodically review the Town's tree canopy - Conduct a canopy analysis at least every 2 years - Assess designated development project canopy impacts as aerial data allows	
Objective f. Continue to provide effective and efficient public health services		
Environmental Services	1) Promote proper on-site sewage maintenance and installation through an inspection and education program - Complete over 900 maintenance contract reviews - Complete over 2,000 maintenance inspection verifications - Continue educational program	
Environmental Services	2) Evaluate the current food establishment and public pool inspection frequency goals and meet annual inspection goals - Conduct 650 unannounced food inspections - 80 public swimming pools inspected annually	
Environmental Services	3) Assess annual food inspection scores and promote food safety through the annual Excellence in Food Safety award program. - Evaluate the inspection scores for each permitted food establishment and annually recognize the top performers.	

Town of Flower Mound Strategic Plan

Performance Targets: Fiscal Year 2017-2018



STATUS CODE: **COMPLETED:** ✓ **FAVORABLE:** ↑ (>100%) **ON TARGET:** → (95% - 100%) **UNFAVORABLE:** ↓ **DELAYED:** ←

GOAL: 4. Superior Quality of Life: Provide opportunities for a superior quality of life expected by Flower Mound residents through high development standards, protection of public health, vibrant and sustainable neighborhoods, and ample leisure opportunities.

Department	Action Items (in bold) and Performance Target	Current Performance
	- Promote food safety practices quarterly	
Environmental Services	4) Monitor mosquito activity and implement the appropriate surveillance and control measures - Set minimum of 3 sentinel traps weekly and additional RAMP traps as needed - Continue larvicide/dunk giveaway program	
Objective g. Maintain neighborhood vitality through effective code enforcement		
Environmental Services	1) Conduct SWEEP inspections in designated areas Quarterly	
Environmental Services	2) Conduct neighborhood cleanup events and coordinated revitalization efforts with local non-profits and organizations Quarterly events and periodic revitalization projects	
Environmental Services	3) Evaluate and enhance proactive enforcement efforts for non-mandatory HOA areas. - Meet 70% proactivity goals - Maintain 48 hr. response times	
Objective h. Uphold the standards for protection, maintenance, and expansion of "Public Space Trees" (Intensively maintained areas in Town parks, Town medians and right-of-ways, and Town facilities)		
Community Services	1) Implement strategy to maintain Public Space Trees Hours devoted to tree maintenance	
Objective i. Implement the Town's Draft Sustainability Plan		
Environmental Services	1) Continue to review Sustainability Plan initiatives Annually	

STATUS CODE: **COMPLETED:** ✓ **FAVORABLE:** ↑ (>100%) **ON TARGET:** → (95% - 100%) **UNFAVORABLE:** ↓ **DELAYED:** ←

GOAL: 5. Dynamic Economic Environment: Cultivate a dynamic and diverse economic development environment to strengthen the local economy and ensure the long-term success of Flower Mound.

Department	Action Items (in bold) and Performance Target	Current Performance
Objective a. Promote Flower Mound as a place to do business		
Communications	1) Use press releases to highlight positive economic development news Number of releases	
Economic Development	2) Actively pursue contacts in the business community and work with allied agencies to promote the Town's business environment Number of meetings	
Economic Development	3) Work with the Flower Mound Chamber of Commerce on programs, including those outlined in the 2017-18 approved MOU Host Leadercast and 6 ED Forums by September 2018	

Town of Flower Mound Strategic Plan

Performance Targets: Fiscal Year 2017-2018



STATUS CODE: **COMPLETED:** ✓ **FAVORABLE:** ↑ (>100%) **ON TARGET:** → (95% - 100%) **UNFAVORABLE:** ↓ **DELAYED:** ←

GOAL: 5. Dynamic Economic Environment: Cultivate a dynamic and diverse economic development environment to strengthen the local economy and ensure the long-term success of Flower Mound.

Department	Action Items (in bold) and Performance Target	Current Performance
Economic Development	4) Evaluate the economic development incentive policy to ensure competitive opportunities for businesses Biennially	
Economic Development	5) Plan and host a Town showcase event September 2018	
TSO	6) Continue Government 12 @ 12 with FM Chamber and Business Community with Councilmember representation Five events by September 2018	
Development Services	7) Continue builders' luncheon as requested by development community Number of meetings	
Objective b. Encourage Business Retention, Expansion, and Job Growth		
Economic Development	1) Meet regularly with existing major employers to discuss their future in Flower Mound and offer assistance with future expansion plans Number of meetings	
Economic Development	2) Aggressively recruit top-tier companies and corporations Number of companies contacted	
Objective c. Attract desired retail, restaurant, and entertainment opportunities		
Economic Development	1) Administer biennial Retail & Restaurant Survey March 2018	
Economic Development	2) Aggressively pursue preferred retailers and restaurants identified on the Town's Retail & Restaurant Survey Number of contacts with representatives of the Top 20	
Economic Development	3) Meet regularly with property owners and brokers as well as tenant representatives on finding space that meets their needs Number of meetings with development representatives	
Economic Development	4) Evaluate and implement alternative Economic Development website strategies and formats to enhance the Town's ED initiatives August 2018	
Objective d. Monitor economic development incentive agreements to ensure compliance		
Economic Development	1) Develop evaluation scorecards for all current incentive agreements to evaluate the compliance of agreement terms Annually	
Economic Development	2) Administer payment of incentives in accordance with approved agreements 100% of payments made in accordance with agreement	
Economic Development	3) Ensure accurate billing of Lakeside Business District debt service payments in accordance with approved agreements Annually in December	



Town of Flower Mound Strategic Plan
Performance Targets: Fiscal Year 2017-2018

STATUS CODE: **COMPLETED:** ✓ **FAVORABLE:** ↑ (>100%) **ON TARGET:** → (95% - 100%) **UNFAVORABLE:** ↓ **DELAYED:** ←

GOAL: 6. Regional Cooperation: Provide leadership and influence to promote the success of the region and ensure cooperation with other area entities.

Department	Action Items (in bold) and Performance Target	Current Performance
Objective a. Launch Periodic Community Well-being Summits		
TSO	1) Evaluate existing programs run by LISD & NWISD and explore what the Town can do to support them Ongoing	
Objective b. Cooperate more intensively with neighboring cities and counties, including shared services discussions		
All	1) Continue staff involvement in professional organizations Percent of Travel Budget spent	
TSO	2) Continue Town participation in Leadership Flower Mound Retain at least 1 town representative annually	
TMO/ATM/TSO	3) Identify opportunities for elected officials through TML and other resources Six regional events per calendar year	
Environmental Services	4) Conduct quarterly best practices meetings and/or activities with neighboring cities Participate in four sessions annually	

STATUS CODE: **COMPLETED:** ✓ **FAVORABLE:** ↑ (>100%) **ON TARGET:** → (95% - 100%) **UNFAVORABLE:** ↓ **DELAYED:** ←

GOAL: 7. Community Engagement: Promote open communication, transparency and partnerships with businesses and residents.

Department	Action Items (in bold) and Performance Target	Current Performance
Objective a. Improve Citizen Communication		
Communications	1) Continue implementation of the Town's 3 - year Comprehensive Communication Plan August 2019	
Communications	2) Monitor resident service requests by function Annually	
Communications	3) Monitor the Town's notification outreach Quarterly Notify Me subscriptions	
Environmental Services	4) Conduct additional HOA and non-HOA neighborhood outreach activities relative to informational Code Enforcement procedures - Four HOA and 4 non-HOA outreach activities annually - Quarterly information on Utility Bill insert	
CIP	5) Conduct informational neighborhood meetings prior to beginning Park and Roadway CIP projects Number of meetings conducted	
Development Services	6) Identify long-term maintenance needs for TRAKiT software system and long range planning Submit decision package for FY 18-19	



Town of Flower Mound Strategic Plan

Performance Targets: Fiscal Year 2017-2018

STATUS CODE: **COMPLETED:** ✓ **FAVORABLE:** ↑ (>100%) **ON TARGET:** → (95% - 100%) **UNFAVORABLE:** ↓ **DELAYED:** ←

GOAL: 7. Community Engagement: Promote open communication, transparency and partnerships with businesses and residents.

Department	Action Items (in bold) and Performance Target	Current Performance
Communications	7) Create short and informative videos highlighting opportunities for residents to participate in their local government Two by September 2018	
Objective b. Encourage community support organizations to contribute to the Town's overall quality of life initiatives		
Financial Services	1) Evaluate community support applications and organize in preparation of the budget submittal to the Town Council - Annually - Total dollars funded	
Objective c. Strengthen relationships with Board and Commission members		
TSO	1) Continue banquet, including recognition of past members Annually	
TSO	2) Continue training for new and existing members Annually	
TSO	3) Continue joint Council and Board/Commission meeting with appropriate boards Number of meetings held	
Objective d. Provide opportunities for the public to interact with elected officials		
TSO	1) Continue new/past member reception for the public Annually	
TSO	2) Continue monthly public forum for resident interaction (Mornings with the Mayor) Eight sessions by September 2018	

STATUS CODE: **COMPLETED:** ✓ **FAVORABLE:** ↑ (>100%) **ON TARGET:** → (95% - 100%) **UNFAVORABLE:** ↓ **DELAYED:** ←

GOAL: 8. Quality Workforce: Ensure Flower Mound's long-term success by attracting, retaining and empowering a workforce that delivers excellent service for an excellent value.

Department	Action Items (in bold) and Performance Target	Current Performance
Objective a. Maximize employee development training and educational opportunities		
Communications	1) Provide Town staff with internal and external customer service training Number of training sessions provided	
Administrative Services	2) Offer training sessions based on needs assessment feedback Number of training sessions	
Objective b. Provide competitive salary and benefits to retain a motivated workforce		
Administrative Services	1) Maintain funding of the compensation plan Submit budget package for FY 18-19	



Town of Flower Mound Strategic Plan

Performance Targets: Fiscal Year 2017-2018

Administrative Services	2) Review benefit plan for possible additions and changes Submit budget package for FY 18-19	
Administrative Services	3) Adhere to and monitor changes to Affordable Care Act regulations March 2018	
Objective c. Increase employee engagement within the organization		
TMO	1) Continue Town Manager Tour & Talks to discuss issues faced by the Town and ones important to employees At least 2 annually	
TMO	2) Continue organization-wide team building events At least 2 annually	



TOWN COUNCIL AGENDA ITEM NO. 10

CONSENT ITEM

DATE: November 20, 2017

FROM: Andrea Roy, Economic Development Director

ITEM: Consider approval of a Subordination Agreement between OTD FM2, LLC, OTD FM, LLC, First United Bank & Trust, and the Town, and authorization for the Mayor, or his designee, to execute same on behalf of the Town.

BACKGROUND INFORMATION: The subject request relates to the proposed subordination agreement (lien and debt subordination), which has been requested by Old Town Development (developer of Mi Dia) and First United Bank and Trust.

The Town first entered into a subordination agreement on November 13, 2015, with OTD FM2, LLC, OTD FM, LLC (Old Town Development), and Frost Bank. The subordination agreement places the Town in a second (or subordinate) lien position, only behind the bank, as it relates to the Town's lien on the land, which secures both performance under the 380 Agreement and payment on the purchase of the property. As background, the Town sold the approx. 1.6 acres of land to Old Town Development for \$140,000 to develop the site with a large full-service restaurant (Mi Dia). The note is payable in annual installments of \$28,000 beginning five years after the issuance of a certificate of occupancy by the Town (per the Promissory Note), subject to sales tax rebate credits (per the Chapter 380 Agreement), which apply the sales tax generated by the restaurant during the first five years toward the balance of the purchase price.

The current request maintains the Town's second lien position with no substantive changes to the prior subordination agreement, outside of the name of the lender. Execution of a new subordination agreement is being requested in order for the developer to convert the existing construction financing through Frost Bank to permanent financing through First United Bank and Trust.

The contract of sale with the Town provides as follows with respect to a request for subordination:

Seller (*Town*) agrees to subordinate Seller's rights under the Deed of Trust to Secure Performance (but not the Deed of Trust to Secure Payment of Promissory Note) to any liens or deeds of trust created solely to fund the initial construction and development of the Property, but Seller shall not be obligated to subordinate Seller's rights under the Deed of Trust to any liens or deeds of trust created, in whole or in part for any other reasons or purposes.

Because this present request for subordination is not limited to performance, the Council has the right but not the obligation to approve the request.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Proposed Expenditure:	Account Number(s):
N/A	N/A

LEGAL REVIEW: Bryn Meredith, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the Subordination Agreement as to form and legality.

ATTACHMENTS:

1. Subordination Agreement

DRAFT MOTION: Move to approve to the Subordination Agreement between OTD FM2, LLC, OTD FM, LLC, First United Bank and Trust, and the Town, and authorization for the Mayor, or his designee, to execute same on behalf of the Town.

SUBORDINATION AGREEMENT
(Lien and Debt Subordination)

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

This Agreement is entered into as of November _____, 2017 by and among the Town of Flower Mound, Texas, a Texas home rule municipality ("Subordinate Creditor"); OTD FM2, LLC, a Texas limited liability company ("OTD FM2"), and OTD FM, LLC, a Texas limited liability company ("OTD FM" and collectively with OTD FM2, "Borrower"); and FIRST UNITED BANK AND TRUST COMPANY, a bank association ("Senior Lender").

RECITALS

OTD FM, LLC is the owner of the real property described on Exhibit A attached to this Agreement (the "Land").

Senior Lender has made or expects to make a loan (the "Loan") to Borrower, which Loan is for the specific limited purpose of refinancing funding related to the construction of certain improvements on the Land (the "Improvements") and related transactional costs as more fully set forth in the certain Loan Agreement between Senior Lender and Borrower dated November _____, 2017. The Loan is evidenced by a promissory note (the "Senior Lender Note") dated November _____, 2017, in the principal amount of \$2,584,000.00 executed by Borrower in favor of Senior Lender. The Senior Note and related obligations are secured by a Commercial Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents (the "Senior Security Instrument") of even date with the Senior Lender Note, executed by OTD FM for the benefit of Senior Lender, and encumbering the Land and the improvements, fixtures, equipment and other personal property described in the Senior Security Instrument. Certain of the security interests granted in the Senior Security Instrument are perfected by the filing of one or more UCC financing statements (the "Senior Financing Statement") showing Borrower as debtor and Senior Lender as secured party. The Senior Lender Note and all other documents, instruments and agreements evidencing, securing or otherwise relating to the Loan, as now existing and as they may be amended, supplemented, extended, replaced or otherwise modified, are referred to collectively in this Agreement as the "Senior Loan Documents." The real and personal property in which Senior Lender is granted a lien or security interest under the Senior Loan Documents are referred to collectively in this Agreement as the "Property." The debts and obligations of Borrower now or hereafter owing to Senior Lender with respect to the Loan, whether for principal, interest, capitalized interest, further advances, fees, expenses or otherwise, are referred to collectively in this Agreement as the "Senior Obligations." Without limiting the generality of the foregoing, the Senior Obligations include all interest accruing on the Loan during any bankruptcy case or other Insolvency Event, as defined below (collectively, "Post-Petition Interest") and all obligations of Borrower and rights and claims of Senior Lender that arise under the Loan solely as a result of any provision of the United States Bankruptcy Code (including but not limited to Section 1111 thereof) or any other statute or rule of law.

OTD FM is indebted to Subordinate Creditor in certain amounts evidenced by a promissory note (the "Subordinate Note") dated August 14, 2015, and may hereafter from time to time become indebted or otherwise obligated to Subordinate Creditor in further amounts. Subordinate Creditor is, or expects to become, the owner and holder of one or more deeds of trust, mortgages, trust deeds or other security instruments (collectively, whether one or more in number and whether now or hereafter in effect, the "Subordinate Security Instrument") encumbering all or a portion of the Property. All obligations of OTD FM and OTD FM2 to Subordinate Creditor of any kind or nature whatsoever, whether now existing or hereafter arising, whether created directly or by assignment, and whether evidenced by the Subordinate Note or otherwise, are referred to collectively in this Agreement as the "Subordinate Debt." The Subordinate Note, the Subordinate Security Instrument and all other documents, instruments and agreements now or hereafter evidencing or otherwise relating to the Subordinate Debt are referred to as the "Subordinate Loan Documents." The Subordinate Loan Documents have been executed and delivered in accordance with that certain Economic Development Agreement authorized by the Town of Flower Mound, Texas, dated August 3, 2015 (the "Development Agreement"), by and between Subordinate Creditor and OTD FM.

It is a condition precedent to the making of the Loan that the parties must have executed and delivered this Agreement.

AGREEMENT

Subordinate Creditor, Borrower, and Senior Lender agree as follows:

1. **Consent to Subordinate Security Instrument.** Senior Lender agrees, notwithstanding the prohibition against inferior liens on the Property contained in the Senior Loan Documents and subject to the provisions of this Agreement, to permit Subordinate Creditor to place a mortgage lien against the Property (which is subordinate in all respects to the lien of the Senior Security Instrument and the other Senior Loan Documents) to secure OTD FM's obligation to repay the Subordinate Note. Such permission is subject in all respects to the terms and conditions of this Agreement.

2. **Subordination.**

2.1 The Subordinate Debt is and will at all times be subordinate, and is hereby subordinated, to the extent and in the manner set forth in this Agreement, in right of payment to the prior payment in full of all Senior Obligations, including without limitation all Post-Petition Interest.

2.2 Notwithstanding the order or time of attachment or perfection, any and all liens and security interests in the Property at any time securing any of the Subordinate Debt are hereby subordinated, and are and at all times will be junior in priority to, all liens and security interests therein now or hereafter securing the Senior Obligations or any portion thereof. Such subordination will not be affected by any defect in any such lien or security interest securing the Senior Obligations or by any failure to perfect the same. Subordinate Creditor unconditionally

subordinates the lien of the Subordinate Security Instrument, any and all related UCC financing statements and fixture filings filed with respect to the Property, and all other liens, rights and interests of Subordinate Creditor on, in and to the Property (collectively, the "Subordinate Interest") to the lien of the Senior Loan Documents and all of the Senior Obligations and all other liens, rights and interests of Senior Lender on, in and to the Property (collectively, the "Senior Interest"). The Subordinate Interest will be subordinate, junior and inferior to the Senior Interest notwithstanding any modifications, amendments, consolidations, extensions, increases, renewals or changes to the Senior Loan Documents. Subordinate Creditor agrees that until all of the Senior Obligations are paid and performed in full:

(a) Subordinate Creditor will not exercise, pursue or attempt to exercise or pursue any rights or remedies with respect to the Property ("Enforcement Action") unless (i) one hundred twenty (120) days have elapsed since Subordinate Creditor first gives Senior Lender written notice that a default or event of default exists under the Subordinate Loan Documents that entitles Subordinate Creditor to begin Enforcement Action, and (ii) during such 120 day period, Senior Lender has either not commenced, or after commencement not diligently pursued, any Enforcement Action available to Senior Lender under the Senior Loan Documents. Such 120 day period will be extended by any period of time after such notice during which Senior Lender is precluded from beginning or continuing a foreclosure by the automatic stay in bankruptcy or similar legal bar.

(b) Subordinate Creditor will not institute any judicial or administrative proceeding against Borrower or Senior Lender that directly or indirectly would interfere with or delay the exercise by Senior Lender of its rights and remedies with respect to the Property under the Senior Loan Documents. Without limiting the generality of the foregoing, in the event of a bankruptcy of Borrower, Subordinate Creditor will not object to or oppose any efforts by Senior Lender to obtain relief from the automatic stay under Section 362 of the United States Bankruptcy Code.

(c) Subordinate Creditor waives any right it would otherwise have to require marshaling of collateral by Senior Lender or to require that any collateral held by Senior Lender be sold in any particular order. Subordinate Creditor will not commence, or join with any creditor other than Senior Lender, in commencing any bankruptcy or other Insolvency Event against Borrower. Subordinate Creditor will not make, or seek authority to make, any loan to Borrower having priority over the Senior Obligations, whether pursuant to United States Bankruptcy Code Section 364 or otherwise.

(d) Intentionally Omitted.

(e) If, by reason of Subordinate Creditor's payment of real estate taxes or other monetary obligations of Borrower or otherwise, Subordinate Creditor acquires by right of subrogation or otherwise a lien on the Property that (but for this subsection) would be senior to the lien of the Senior Security Instrument, such lien shall be subject and subordinate to the lien of the Senior Security Instrument.

(f) Subordinate Creditor's rights (under the Subordinate Loan Documents or otherwise) to participate in any proceeding or action relating to a condemnation or casualty with respect to the Property, or to participate or join in any settlement of, or to adjust, any claims (including but not limited to claims for condemnation awards or insurance proceeds) resulting from such a condemnation or casualty are and will at all times remain subordinate in all respects to Senior Lender's rights with respect thereto under the Senior Loan Documents and Subordinate Creditor shall be bound by any settlement or adjustment of a claim resulting from such a condemnation or casualty made by Senior Lender.

3. **Limitations on Payment of Subordinate Debt.** Subordinate Creditor will not ask, demand, sue for, take or receive from Borrower or any guarantor of the Senior Obligations, directly or indirectly, in cash or other property or by set-off or in any other manner, payment of all or any of the Subordinate Debt unless either (a) the Senior Obligations have been paid in full, or (b) Senior Lender has been first provided with the written notice of default provided in Section 2.2(a) above, and the applicable default remains uncured after expiration of the one hundred twenty (120) day period, and during such 120 day period, Senior Lender has either not commenced, or after commencement not diligently pursued, any Enforcement Action available to Senior Lender under the Senior Loan Documents; *provided, however*, that so long as no default or event of default exists under the Senior Loan Documents, (i) Subordinate Creditor may receive and OTD FM may pay regularly-scheduled periodic payments of principal and interest on the Subordinate Note on, or within 30 days of, the stated dates of payment provided in the Subordinate Note as delivered to Senior Lender without giving effect to any modification or acceleration thereof and without prepayment thereof, (ii) the Subordinate Creditor may offset against the Subordinate Note the amounts set forth in the Development Agreement, and (iii) Subordinate Creditor shall be entitled to receive the partial release consideration as set forth in the Subordinate Security Instrument as long as Senior Lender receives the partial payments required under the Loan Agreement governing the Senior Loan.

4.

4. **Waivers by Subordinate Creditor.**

4.1 Subordinate Creditor hereby waives all diligence by Senior Lender in the Collection or protection of, or realization upon, the Property and collection of the Senior Obligations.

4.2 Subordinate Creditor acknowledges that Senior Lender, in making disbursements pursuant to the Senior Loan Documents, its under no obligation or duty to, nor has Senior Lender represented that it will, see to the application of such proceeds by the person or persons to whom Senior Lender disburses such proceeds and that any application or use of such proceeds for purposes other than those provided for in the Senior Loan Documents will not defeat the subordination provided for in the Agreement in whole or in part.

4.3 Senior Lender may exercise and enforce any right, power or privilege granted to Senior Lender under the Senior Loan Documents, or omit to do so, all without notice to or sent of Subordinate Creditor and without affecting the subordination provided for in this Agreement in whole or in part. Senior Lender may apply payments received with respect to

Borrower's obligations to Senior Lender in any manner permitted by contract or applicable law as between Borrower and Senior Lender and without regard to the Subordinate Interest.

4.4 Until all Senior Obligations are paid in full, all rights and interests of Senior Lender under this Agreement, and all agreements and obligations of Subordinate Creditor and Borrower under this Agreement, will remain in full force and effect irrespective of:

(a) any lack of validity or enforceability of the Senior Loan Documents;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Senior Obligations, or any other amendment or waiver of or any consent to departure from the terms of any of the Senior Loan Documents, including but not limited to any amendment increasing the principal amount of or the rate of interest on the Senior Obligations, provided that any increase in the principal amount of the Senior Obligations is used to fund any amounts as provided in the Senior Security Instrument ("Protective Advances");

(c) Intentionally Omitted;

(d) any exchange, release or non-perfection of any Property, or any release, amendment or waiver of, or consent to any departure from, any guaranty of all or any of the Senior Obligations;

(e) Intentionally Omitted;

(f) any election of remedies or other action or inaction by Senior Lender that impairs or destroys any right of subrogation or reimbursement in favor of Subordinate Creditor; or

(g) any other circumstance that might otherwise constitute a defense available to, or in a discharge of, Borrower or Subordinate Creditor.

4.5 Subordinate Creditor and Borrower hereby waive any right to require Senior Lender to marshal any present or future security or collateral, or to resort to any of its security or collateral in any particular order or to apply the proceeds of any security or collateral to any particular Senior Obligation. All of Senior Lender's rights under this Agreement and in respect of any security or collateral are cumulative and in addition to all other rights, however existing or arising. Borrower and Subordinate Creditor agree that they impede the enforcement of Senior Lender's rights under this Agreement or under any of the Senior Loan Documents, and Borrower and Subordinate Creditor irrevocably waive the benefits of all such laws.

5. **Modification of Senior Loan Documents; Certain Waivers.** Senior Lender and Borrower may freely enter into extensions, modifications and renewals of the Senior Loan Documents of any kind or nature whatsoever (including without limitation increases in principal amount and increases in interest rate) without notice to or consent of Subordinate Creditor and no such extension, modification or renewal will defeat the subordination made in this Agreement in

whole or in part, provided, that any such extensions, modifications or renewals do not increase the principal amount of the Senior Loan by an amount other than Protective Advances. Subordinate Creditor waives any right, privilege or defense Subordinate Creditor might otherwise have based upon any impairment of Subordinate Creditor's security, rights of subrogation or recourse and agrees that Senior Lender may waive recourse on, and release or fail to perfect security for, the obligations evidenced by the Senior Loan Documents without notice to or consent of Subordinate Creditor, and without defeating the subordination made in this Agreement in whole or in part. Subordinate Creditor has adequate means to obtain information from Borrower on a continuing basis concerning the financial condition of Borrower and the Property and concerning Borrower's ability to perform Borrower's obligations to Subordinate Creditor. Subordinate Creditor assumes the responsibility for being and keeping informed of the financial condition of Borrower and of all circumstances bearing upon the risk of nonpayment of the obligations secured by the Subordinate Security Instrument. Subordinate Creditor hereby waives and relinquishes any duty on the part of Senior Creditor to disclose any matter, fact or thing relating to the business, operations or condition of Borrower, or to the Property or any guarantor or other person or entity, now or hereafter known by Senior Creditor.

6. Bankruptcy or Insolvency of Borrower or Guarantor.

6.1 Upon any distribution of all or any of the assets of Borrower or any guarantor of the Senior Obligations to creditors of Borrower or such guarantor upon the bankruptcy, dissolution, winding up, liquidation, arrangement, reorganization, adjustment, protection, relief or composition of Borrower or such guarantor or its debts, whether in any bankruptcy, insolvency, arrangement, composition, reorganization, receivership, relief or similar proceedings or upon an assignment for the benefit of creditors or any other marshalling of the assets and liabilities of Borrower or such guarantor or otherwise (any one or more of which is referred to in this Agreement as an "Insolvency Event"), any payment or distribution of any kind (including but not limited to any and all payments under any plan of reorganization confirmed in any bankruptcy case and regardless of whether any default exists under such plan) that otherwise would be payable or deliverable upon or with respect to the Subordinate Debt will be paid or delivered directly to Senior Lender for application to the payment or prepayment of, or as collateral for the payment and performance of, the Senior Obligations, until the Senior Obligations (including, without limitation, all Post-Petition Interest) have been paid in full.

6.2 If any Insolvency Event is commenced by or against Borrower or any guarantor of the Senior Obligations:

(a) Senior Lender is hereby irrevocably authorized and empowered (in its own name or in the name of Subordinate Creditor), but will have no obligation, to demand, sue for, collect and receive every payment or distribution referred to in Section 6.1 above and give acquittance therefor and to file claims and proofs of claim and take such other action (including without limitation voting the Subordinate Debt with respect to any plan of reorganization or any other matter as to which Subordinate Creditor would otherwise have a right to vote or participate with respect to the Subordinate Debt, and without regard to the effect thereof on Subordinate Creditor or the Subordinate Debt) as it may deem necessary or advisable for the exercise or enforcement of any of the rights or interests of Senior Lender to collect the Senior

Obligations under this Agreement. Subordinate Creditor hereby forever waives and releases any claims against Senior Lender based on the manner in which Senior Lender exercises its rights hereunder.

(b) Subordinate Creditor will duly and promptly take such action as Senior Lender may request (i) to collect the Subordinate Debt for the account of Senior Lender relating to the Senior Obligations and to file appropriate claims or proofs of claim in respect of the Subordinate Debt (ii) to execute and deliver to Senior Lender such powers of attorney, assignments, or other instruments as it may request in order to enable it to enforce any and all claims with respect to, and any security interests and other liens securing payments of, the Subordinate Debt, and (iii) to collect and receive any and all payments or distributions that may be payable or deliverable upon or with respect to the Subordinate Debt.

(c) Subordinate Creditor will not make, or seek authority to make, any loan to Borrower or any guarantor of the Senior Obligations having priority over the Senior Obligations, whether pursuant to United States Bankruptcy Code Section 364 or otherwise.

(d) Subordinate Creditor will not commence, or join with any other creditor other than Senior Lender in commencing any Insolvency Event against Borrower or any guarantor of the Senior Obligations.

(e) This Agreement will continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Senior Obligations is avoided, rescinded or must otherwise be returned by Senior Lender upon the insolvency, bankruptcy or reorganization of Borrower, or otherwise, all as though such payment had not been made.

7. **Payments Received in Violation of Agreement.** Subordinate Creditor will hold all payments or distributions upon or with respect to the Subordinate Debt that are received or held by Subordinate Creditor contrary to the provisions of this Agreement in trust for Senior Lender, and will pay them over forthwith to Senior Lender in the same form as so received (with any necessary indorsement) to be applied to, or held as collateral for, the Senior Obligations until the Senior Obligations have been indefeasibly paid in full, as Senior Lender may elect, *provided however*, that so long as no default or event of default exists under the Senior Loan Documents, (i) Subordinate Creditor may receive and OTD FM may pay regularly-scheduled periodic payments of principal and interest on the Subordinate Note on, or within 30 days of, the stated dates of payment provided in the Subordinate Note as delivered to Senior Lender without giving effect to any modification or acceleration thereof and without prepayment thereof. Subordinate Creditor will notify Senior Lender forthwith if Subordinate Creditor receives any payment or distribution except such regularly-scheduled periodic payments of principal and interest on the Subordinate Note.

8. **Rights of Subrogation.** Subordinate Creditor agrees that no payment or distribution to Senior Lender pursuant to the provisions of this Agreement will entitle Subordinate Creditor to exercise any rights of subrogation in respect thereof until Senior Lender has received payment of the Senior Obligations in full and has no further obligation to advance funds under the

Senior Loan Documents. Subordinate Creditor will have no rights against Senior Lender, and Senior Lender will have no obligations to Subordinate Creditor, as a result of any action taken or omitted to be taken by Senior Lender in accordance with the terms and provisions of this Agreement or the Senior Loan Documents which impairs Subordinate Creditor's rights of subrogation or recourse against Borrower.

9. **Original of Subordinate Note.** Borrower and Subordinate Creditor will not permit more than one original of the Subordinate Note or any other promissory note or instrument evidencing any of the Subordinate Debt to exist.

10. **Subordination Legend; Further Assurance.** If so requested by Senior Lender at any time, Subordinate Creditor and Borrower will cause each instrument evidencing any of the Subordinate Debt to be endorsed with the following legend:

"The indebtedness evidenced by this instrument is subordinated to the prior payment in full of the Senior Obligations (as defined in the Subordination Agreement hereinafter referred to) pursuant to, and to the extent provided in, the Subordination Agreement dated as of November _____, 2017 by and among the maker hereof, the payee named herein, and First United Bank and Trust Company, as it may be amended from time to time."

Subordinate Creditor and Borrower will, in the case of any Subordinate Debt that is not evidenced by an instrument, upon Senior Lender's request cause such Subordinate Debt to be evidenced by an appropriate instrument or instruments endorsed with the above legend. Subordinate Creditor and Borrower each will, at its expense and at any time and from time to time, promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Senior Lender may request, in order to protect any right or interest granted or purported to be granted hereby or to enable Senior Lender to exercise and enforce its rights and remedies under this Agreement.

11. **No Change in or Disposition of Subordinate Debt.** Subordinate Creditor will not:

11.1 cancel or otherwise discharge any of the Subordinate Debt (except upon payment in full thereof in accordance with the terms of this Agreement or except as permitted in Section 3 hereof) or subordinate any of the Subordinate Debt to any indebtedness of Borrower other than the Senior Obligations;

11.2 sell, assign, pledge, encumber or otherwise dispose of any of the Subordinate Debt unless such sale, assignment, pledge, encumbrance or disposition (a) is to a person or entity other than Borrower or any of its subsidiaries or affiliates and (b) is made expressly subject to this Agreement; or

11.3 permit the terms of any of the Subordinate Debt to be changed in such a manner as to have an adverse effect upon the rights or interests of Senior Lender under this Agreement.

12. **Agreement by Borrower.** Borrower agrees that it will not make any payment of any of the Subordinate Debt (except as permitted in Section 3 hereof), or take any other action, in contravention of the provisions of this Agreement.

13. **Representations and Warranties.**

13.1 Subordinate Creditor and Borrower represent and warrant to Senior Lender that, as of the date of this Agreement: (a) there exists no default in respect of the Subordinate Debt, (b) the Subordinate Debt has not been amended or otherwise modified, (c) Borrower owes no debt to Subordinate Creditor other than as evidenced by the Subordinate Note, (d) no promissory note or other instrument evidences any of the Subordinate Debt except the Subordinated Note, (e) only one executed original of the Subordinate Note exists; and (f) a true and complete copy of each of the Subordinate Loan Documents has been delivered to Senior Lender.

13.2 Subordinate Creditor represents and warrants to Senior Lender that: (a) Subordinate Creditor owns and Subordinate Note free and clear of any lien, security interest, claim, charge or encumbrance of any other person or entity; (b) Subordinate Creditor has had an opportunity to review all the Senior Lender Documents, has reviewed them to its satisfaction and has consulted legal counsel to the extent Subordinate Creditor believes appropriate in connection with its entering into this Agreement; and (c) a true and complete copy of each of the Subordinate Loan Documents has been delivered to Senior Lender.

14. **Specific Performance.** Senior Lender is hereby authorized to demand specific performance of this Agreement, whether or not Borrower has complied with any of the provisions of this Agreement applicable to it, at any time when Subordinate Creditor has failed to comply with any of the provisions of this Agreement applicable to it. Subordinate Creditor hereby irrevocably waives any defense based on the adequacy of a remedy at law which might be asserted as a bar to such remedy of specific performance and waives any requirement that a bond or other security be posted in any judicial proceeding in connection with the remedy of specific performance.

15. **Scope of Agreement.** The provisions of this Agreement are intended solely for the purpose of defining the relative rights of Subordinate Creditor, on the one hand, and the holder of the Senior Obligations, on the other hand. In the event of any inconsistency between this Agreement and the Subordinate Loan Documents, this Agreement will control. Subject to the foregoing, nothing in this Agreement is intended to or will impair the obligation of OTD FM to Subordinate Creditor to pay the principal of and interest on the Subordinate Note as and when they become due and payable in accordance with their terms, or to affect the relative rights of Subordinate Creditor and creditors of Borrower other than the holder of the Senior Obligations.

16. **Amendments.** No termination, amendment or waiver of any provision of this Agreement nor consent to any departure by Subordinate Creditor or Borrower therefrom will be effective unless it is in writing and signed by Senior Lender, and then such waiver or consent will be effective only in the specific instance and for the specific purpose for which given.

17. **Expenses.** Upon a breach by Senior Lender, Subordinate Creditor or Borrower under this Agreement, any party in breach agrees to pay, upon demand, to the prevailing party the amount of any and all expenses, including the fees and expenses of its attorneys, that Senior Lender may incur in connection with the exercise or enforcement of any of its rights under this Agreement, including but not limited to fees and expenses incurred in any bankruptcy or other insolvency proceedings.

18. **No Waiver; Remedies.** No failure on the part of any party to exercise, and no delay in exercising, any right under this Agreement will operate as a waiver of that right; nor will any single or partial exercise of any right under this Agreement preclude any other or further exercise of that right or the exercise of any other right. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

19. **Continuing Agreement; Transfer of Notes.** This Agreement is a continuing agreement and will (a) remain in full force and effect until the earlier of (i) the Senior Obligations have been paid in full and all periods during which any payment of the Senior Obligations could be set aside or otherwise recovered have expired, or (ii) the Subordinate Note has been paid in full and all periods during which any payment of the Subordinate Note could be set aside or otherwise recovered have expired, (b) be binding upon Senior Lender, Subordinate Creditor, Borrower and their respective successors and assigns, and (c) inure to the benefit of and be enforceable by Senior Lender, Subordinate Creditor, and their respective successors, transferees and assigns. Without limiting the generality of the foregoing clause (c), Senior Lender may assign or otherwise transfer any of the Senior Obligations owing to it to any other person or entity without notice to Subordinate Creditor or Borrower, and such other person or entity will, upon such assignment or transfer, become vested with all the rights and obligations of Senior Lender set forth in this Agreement or otherwise, provided that if Subordinate Creditor is not provided with written notice of any assignment or transfer, Subordinate Creditor will not be obligated to provide any written notice required by this Agreement to the assignee or transferee.

20. **Notices.** Notices given by any party pursuant to this Agreement will be in writing and either personally served, sent by courier service or by United States Mail, certified or registered, return receipt requested, addressed or transmitted to Subordinate Creditor or Borrower at its address set forth on the signature page of this Agreement or to Senior Lender at the following addresses (or to any party at such other address or addresses as it may from time to time designate by notice in writing to the other party or parties):

FIRST UNITED BANK AND TRUST COMPANY
6401 South Custer Road, Suite 100
McKinney, Texas 75070
Attention: Jarrod Griggs

All notices sent in accordance herewith will be deemed received on the earlier of the date of actual receipt or three days after the deposit thereof in the mail as provided above.

21. **Governing Law.** This Agreement, and all obligations arising hereunder, will be governed by, and construed in accordance with, the laws of the state where the Land is located

without regard to principles or provisions thereof relating to conflict of laws or choice of law.

22. Jurisdiction and Venue; Waiver of Jury Trial.

22.1 Jurisdiction and Venue. Any legal action or proceeding seeking to enforce this Agreement or to recover damages for the breach hereof, or based upon or arising out of any transaction provided for herein, whether sounding in contract, tort or otherwise, will be brought in or transferred to the state or federal courts sitting in the state and county in which the Land is located. Each of Subordinate Creditor, Borrower and Senior Lender consents (for itself and for its successors, assigns, participants and property) to the non-exclusive jurisdiction of such courts and of the related appellate courts with respect to all such actions and proceedings, submits to the jurisdiction thereof, and waives any objection it may now or hereafter have to the laying of venue therein including but not limited to any objection based on the ground that any such court is an inconvenient forum.

22.2 Application to Certain Actions. Without limiting the foregoing, the provisions of the above Section 22.1 will apply to any action, counterclaim or other proceeding which seeks, in whole or in part, to challenge the validity or enforceability of this Agreement or any provision hereof. Such subsections will apply to all amendments, renewals, supplements and modifications of this Agreement.

23. Severability. If any provision of this Agreement is prohibited or unenforceable in any jurisdiction, that provision will be ineffective to the extent of such prohibition or unenforceability in such jurisdiction without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. To the extent permitted by applicable law, the parties waive any provision of law that renders any provision of this Agreement prohibited or unenforceable in any respect.

24. No Third Party Beneficiaries. This Agreement is for the exclusive benefit of Senior Lender and Subordinate Creditor. There are no third-party beneficiaries of this Agreement. Borrower executes this Agreement solely for the purpose of evidencing Borrower's consent to its terms and agreeing to be bound by the express agreements of Borrower contained in this Agreement. Neither Borrower nor any other person or entity other than Senior Lender and Subordinate Creditor will have any rights under this Agreement.

25. Further Assurance. Subordinate Creditor will promptly execute and deliver all additional instruments and documents reasonably requested by Senior Lender in order to carry out the purpose and intent of this Agreement.

26. Entire Agreement. This Agreement and any other documents executed or delivered in connection herewith constitute the final and complete expression of the parties with respect to the transactions contemplated by this Agreement and replace and supersede all prior discussions, negotiations and understandings with respect thereto. Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated except as provided herein. No party is entering into this Agreement in reliance upon any oral representations of any kind.

27. **Descriptive Headings.** The descriptive headings of the various provisions of this Agreement are for convenience of reference only, do not constitute a part hereof, and will not affect the meaning or construction of any provision hereof.

28. **References to Documents and Parties.** All references in this Agreement to any Senior Loan Document or any Subordinate Loan Document include such document as now in effect and as it may subsequently be supplemented, amended, extended, renewed, restated or replaced. All references in this Agreement to Borrower, Senior Lender or Subordinate Creditor include the party or parties specifically named as such above together with the successors and assigns of such party or parties as owners or holders of the Property, the Senior Obligations or the Subordinate Debt, respectively or any interest therein.

29. **Counterparts.** This Agreement may be executed in any number of counterparts and by each party on a separate counterpart, each of which when so executed and delivered will be deemed an original and all of which taken together will constitute but one and the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

DATED as of the date first written above.

SUBORDINATED CREDITOR:

TOWN OF FLOWER MOUND, TEXAS.
a Texas home rule municipality

BY: _____
NAME: _____
TITLE: _____

Address: Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
Attn: Town Manager

STATE OF TEXAS

COUNTY OF DENTON

This instrument was acknowledged before me on the _____ day of November,
2017, by _____, _____ of the TOWN OF FLOWER
MOUND, TEXAS, on behalf of said town.

NOTARY PUBLIC – STATE OF TEXAS

BORROWER:

OTD FM, LLC, a Texas limited liability company

BY: _____
JUSTIN SPRINGFIELD, Manager

BY: _____
CHRIS GORDON, Manager

OTD FM2, LLC, a Texas limited liability company

BY: _____
JUSTIN SPRINGFIELD, Manager

BY: _____
CHRIS GORDON, Manager

Address: 2241 Veranda Avenue
Trophy Club, Texas 76262

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of November, 2017, by JUSTIN SPRINGFIELD, Manager of OTD FM, LLC, a Texas limited liability company, on behalf of said limited liability company.

NOTARY PUBLIC - STATE OF TEXAS

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of November, 2017, by CHRIS GORDON, Manager of OTD FM, LLC, a Texas limited liability company, on behalf of said limited liability company.

NOTARY PUBLIC - STATE OF TEXAS

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of November, 2017, by JUSTIN SPRINGFIELD, Manager of OTD FM2, LLC, a Texas limited liability company, on behalf of said limited liability company.

NOTARY PUBLIC - STATE OF TEXAS

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of November, 2017, by CHRIS GORDON, Manager of OTD FM2, LLC, a Texas limited liability company, on behalf of said limited liability company.

NOTARY PUBLIC - STATE OF TEXAS

LENDER:

FIRST UNITED BANK AND TRUST
COMPANY

BY: [Signature]

NAME: Jarrod Griggs

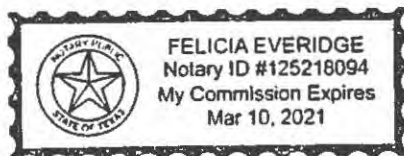
TITLE: VP

Address: 6401 South Custer Road, Suite 100
McKinney, Texas 75070
Attention: Jarrod Griggs

STATE OF TEXAS

COUNTY OF DENTON

This instrument was acknowledged before me on the 14 day of November, 2017,
by Jarrod Griggs, VP of the FIRST UNITED BANK
AND TRUST COMPANY, on behalf of said FIRST UNITED BANK AND TRUST COMPANY.



[Signature]
NOTARY PUBLIC - STATE OF TEXAS

EXHIBIT "A"
Legal Description of the Land

Tract 1: (Fee Simple)

Lot 1R2A, Block A, WEST WINDSOR ADDITION, an addition in the Town of Flower Mound, Denton County, Texas, according to Amended Plat thereof recorded in Plat No. 2016-144, Plat Records, Denton County, Texas.

Tract 2: (Easement Estate)

Easement rights as created by that certain Reciprocal Access and Parking Agreement dated September 15, 2015, between the Town of Flower Mound, and OTD FM, LLC d/b/a Old Town Development, a Texas limited liability company, filed September 16, 2015, recorded in Document No. 2015-107592, and also in Document No. 2015-127349, Official Public Records, Denton County, Texas.



TOWN COUNCIL AGENDA ITEM NO. 11

REGULAR ITEM

DATE: November 20, 2017

FROM: Chuck Russell, Town Planner

ITEM: **Public Hearing to consider a request for rezoning (ZPD16-0007 - Serenity) from Agricultural District (A) to Planned Development District No. 149 (PD-149) for a cluster development with certain modifications, exceptions and waivers to the Code of Ordinances, and to consider adopting an ordinance providing for said amendment, and acceptance of cash in lieu of land in the amount of \$17,976.00 in place of the otherwise required Park Land dedication and Park Development Fees in the amount of \$22,208.00. The property is generally located south of FM 1171 and west of High Road. *(The Planning and Zoning Commission recommended denial by a vote of 6 to 0 at its November 13, 2017, meeting.)***

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. Attachment 3 now includes all correspondence received by the Planning Services Division between the posting of the November 13, 2017, P&Z meeting packet and the posting of the November 20, 2017, Town Council meeting packet. All correspondence received by the Town prior to these dates is included in Attachment 1 below.

There was lengthy discussion at the P&Z public hearing, during which several concerns were raised by Commissioners, members of the public and staff. The following are some of those concerns:

- Proposed lot sizes being smaller and inconsistent with surrounding lot sizes;
- Proposed development being gated and surrounded by a security fence, again, not in keeping with surrounding development;
- Impact of the proposed development on existing Environmentally Sensitive Areas;
- Impact of traffic on High Road and the existing condition of High Road; and
- Compliance with the standards of the CTCDD and cluster developments.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report
2. Draft Ordinance
3. Additional Correspondence

LEGAL REVIEW: Fritz Quast of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the ordinance as to form and legality.

DRAFT MOTION: Move to approve a request for rezoning (ZPD16-0007 - Serenity) from Agricultural District (A) to Planned Development District No. 149 (PD-149) for a cluster development with certain modifications, exceptions and waivers to the Code of Ordinances, and adopt an ordinance providing for said amendment, and accept cash in lieu of land in the amount of \$17,976.00 in place of the otherwise required Park Land dedication and Park Development Fees in the amount of \$22,208.00.

PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 2

DATE: November 13, 2017

FROM: Chuck Russell, Town Planner

ITEM: Public Hearing to consider a request for rezoning (ZPD16-0007 - Serenity) from Agricultural District (A) to Planned Development District No. 149 (PD-149) for a cluster development with certain modifications, exceptions and waivers to the Code of Ordinances. The property is generally located south of FM 1171 and west of High Road.

I. ITEM SUMMARY

This application has been reviewed by DRC and, aside from the requested exception, has been found to be in conformance with all applicable Town regulations. Specifically, this application has been reviewed under the SMARTGrowth program and has met all applicable criteria.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of this request is to rezone approximately 28.92 acres of land in order to develop residential lots in accordance with the 'cluster development' option outlined in the Cross Timbers Conservation Development District (CTCDD) Area Plan of the Town's Master Plan (see below). The cluster development standards allow for lots that are smaller than the minimum two acres required by the existing Agricultural District (A) zoning.

The accompanying concept plan (Attachment B(1)) depicts the proposed lot layout, which includes designated open space areas. The applicant is proposing a maximum of 16 developable single-family lots with a minimum lot size of 30,000 square feet, and is requesting Planned Development District (PD) standards based on the Single-Family District-30 (SF-30) standards in the Town Code with two modifications. Maximum lot coverage is proposed to be 40% (including accessory structures) instead of the SF-30 standard of 35%. Also, the applicant is increasing the minimum floor area per house from 2,100 square feet in the SF-30 standards to 2,800 square feet in the proposed PD.

The proposed development will have two primary access points from High Road. Since the property is located outside the Town's wastewater service area, all proposed residential lots will contain individual septic systems.

On December 16, 2013, the Town Council approved Ordinance No. 64-13 which amended the CTCDD. The CTCDD is described in the Master Plan as:

"Predominantly residential development, typically being single family residential development at net densities no greater than one unit per two acres. Moderate increases in densities may be appropriate in combination with cluster developments, conservation easements and/or other conservation techniques that preserve the Cross Timbers ecosystem, other natural systems, and Scenic Corridors and Vistas. Commercial recreation uses, such as equestrian facilities, golf courses and other uses compatible with the conservation goals of the district are also suitable.

The Cross Timbers Conservation Development District Area Plan preserves the integrity of the largely intact Cross Timbers ecological area in central Flower Mound, which provides the Town with its unique country atmosphere and natural environment, while allowing environmentally sensitive development to occur. The area plan establishes development options within the district and identifies specific elements needing consideration."

The area plan contains established development options within the district, one of which is the cluster development option:

"8. Develop the property as a cluster development. The intent of the clustering option is to maximize open space conservation, including preserving Scenic Corridors and Vistas, on a site by site basis to realize a community benefit that provides the Town with its unique country atmosphere and natural environment. The continuation and/or connection of open space areas between adjacent developments are important in protecting the ecological value in the District. Cluster developments may be allowed in the District and must demonstrate the following:

- a. Density shall be commensurate with the quality and character of the open or natural lands conserved and the extent to which the conserved land contributes to the preservation of the Cross Timbers Conservation Development District's country character, including its open, natural, scenic and ecological values. Density will be evaluated on a project-by-project basis. The maximum density that can be granted for a cluster development can be no more than 1 unit per 1.6 acres ($100/1.6 = 62$ units or a 24% increase above the base density). For example, on a 100 acre development, the 100 acres is divided by 1.6 to produce 62 units or a 24% (12 unit) increase in density above the base density of 1:2 or 50 units.*
- b. Minimum lot size is one-half acre or 21,780 square feet; however, any development shall contain a mixture of lot sizes and any development shall be cognizant of external adjacent lot sizes.*
- c. Open space may be managed by a land trust, Homeowners Association, and/or the Town. Any development proposal must detail the perpetual maintenance and funding for the open space areas, which must be feasible and appropriate for the areas preserved. Recreational uses may*

be allowed which may be appropriate given the type, location, intensity, and adjacency. Any recreational use should be characteristic of the District, compatible with adjacent land uses and should be open to the public. Floodplain may be counted as open space.

- d. Cluster development shall demonstrate how the development provides an appropriate transition to existing land uses. Factors to be considered include lot sizes, intervening roadways, and use of open space, among other factors."*

The current gross land area for the proposed development is 28.92 acres. Approximately 0.513 acres will be dedicated as right-of-way for High Road when the property is platted, leaving a balance of 28.407 acres. The maximum density allowed utilizing the cluster development ordinance would be 17 buildable lots on 28.407 acres. The applicant is proposing 16 buildable lots.

Approximately 15.263 acres of land is being dedicated as open space (53.73%). It is the applicant's plan for the Home Owners Association (HOA) Board of Directors in conjunction with an ISA Certified Arborist to manage the open space. According to the applicant, approximately 9.17 acres will remain in its natural state. The applicant is speaking with a Land Trust Company about their willingness to partner with the applicant relating to the donation of a Conservation Easement over the subject 9.17 acres.

The open space areas include two large tracts along the western and eastern portions of the site. The western open space area contains steep topography and several acres of upland habitat, as well as four specimen trees (Attachment B(4)). The eastern open space area is relatively flat and contains two specimen trees. An open space management plan has been reviewed by the Environmental Conservation Commission (ECC), see below, and the final document including open space easements must be approved and recorded prior to approval of a record plat for the property. The applicant has provided a 25-foot-wide landscape buffer and split rail fence along High Road in accordance with the Town's Urban Design standards.

Through the course of reviewing this project, staff has expressed concerns to the applicant regarding the project's compliance with both the Cross Timbers Conservation Development District and cluster development standards. Staff has indicated to the applicant it will be incumbent upon them to demonstrate how the proposed development meets or exceeds the intent of the Town's Master Plan and standards.

One concern continues to be how the proposed lot configuration provides any scenic views from High Road. The perimeter fencing and location of the lots seem to inhibit any view corridors as well as defeat the purpose of the split rail fence providing a rural feel (See Landscape Plans in Attachment B(1)). Another concern is whether the request demonstrates an appropriate transition to existing land uses (lot sizes, intervening roadways, and use of open space, among other factors). Much of the surrounding area contains large lots or tracts and the concept of a

gated community surrounded by a six-foot-tall, wrought-iron security fence is arguably not in character with the surrounding land uses.

A. Exception to Topographic Slope Protection

According to Section 98-147 of the Town Code, no development application or project shall be approved that proposes development on any existing topographical slopes of 12 percent or greater, or that proposes to alter any existing topographical slopes that are less than 12 percent but equal to or greater than five percent then available (other than within five feet of the footprint of the proposed structure or structures). The purpose of this criterion is to ensure that development is respectful of and appropriately integrated with the natural physical geography of the land in Flower Mound by requiring environmentally sensitive development techniques to eliminate "scrape and build." According to the applicant's Environmental Protection Plan (Attachment B(4)):

Several locations on the proposed Serenity residential development have been mapped by the Town as areas having between 5% and 12% topographic slopes (7.8 acres) and having greater than 12% slopes (9.3 acres). The areas with greater than 12% slopes are generally located along the western property boundary and in the west-central portion of the site (Figure 10). Areas with slopes of between 5% and 12% are generally in the northern portion of the site. These areas are considered an ESA by the Town and meet the criterion for topographic slope protection.

Approximately 5.1 acres with topographic slopes between 5% and 12% are proposed to be impacted by the development (Figure 10). Approximately 1.6 acres of areas with slopes of greater than 12% slopes are proposed to be impacted by the development. An exception for the 5.1 acres of impacted land that have topographic slopes between 5% and 12% and the 1.6 acres of impacted land that have topographic slopes greater than 12% slopes is being requested.

As a part of the cluster development process, an enhanced public notification process is required that mandates a minimum of two neighborhood meetings be held to discuss the project prior to the application being considered by the Planning and Zoning Commission. Anyone who has signed up online is invited to these meetings as well as adjacent property owners and HOA's. The first informational meeting was held on June 15, 2016, and the second informational meeting was held on May 30, 2017. Concerns raised by the participants at these meetings included:

- Proposed lot sizes are too small and are not consistent with the surrounding lot sizes.
- The number of trees that would need to be removed to accommodate the proposed development.
- The proposed development being gated and surrounded by a security fence, again, not in keeping with the surrounding development.
- Impact of traffic on High Road and the existing condition of High Road.

- Compliance with the standards of the CTCDD and cluster developments.

On November 2, 2017, the Parks Board recommended approval to Planning and Zoning Commission and Town Council cash, in the amount of \$17,976.00, be accepted in lieu of the otherwise required Park Land Dedication, and Park Development Fees in the amount of \$22,208.00 for the Serenity residential project. The items will be forwarded to the Town Council for consideration at the same time as the subject project.

The link to the November 2, 2017, Parks Board meeting is:

<http://flowermoundtx.swagit.com/play/11022017-811/9/>

On November 7, 2017, the Environmental Conservation Commission (ECC) reviewed an application for a proposed concept plan depicting open space areas. The ECC recommended denial of the request. The item will be forwarded to the Town Council for consideration at the same time as the subject project.

The link to the November 7, 2017, ECC meeting is:

<http://flowermoundtx.swagit.com/play/11072017-1183/5/>

III. CORRESPONDENCE

The Town Code requires both public notice in a newspaper of general circulation (Denton Record Chronicle) and notification of the property owners within 200 feet of the subject property for all zoning change requests. At the time this report was written, staff had received numerous correspondence in opposition to the project (Attachment C(1)).

Also, Section 78-154 of the Town's Code of Ordinances states in part:

Upon receipt of a written protest, a proposed amendment, supplement, or change shall become effective only upon the favorable vote of three-fourths of all the members of the town council when such protest meets one or more of the following enumerated conditions:

i. When such protest contains the signatures of the owner or the owners of 20 percent or more of the total area of the land (whether platted or otherwise) included within the boundaries of the proposed change, or

ii. When such protest contains the signatures of the owner or owners of 20 percent or more of the total area of land (whether platted or otherwise) outside of the boundaries of the proposed change and within 200 feet of any point of the land proposed to be changed.

For purposes of this section the terms "owner" and "owners" shall mean and refer to those persons or entities indicated by the most recently approved municipal tax roll as owning such land.

On January 13, 2017, staff received a petition and calculated the opposition received exceeds 20% as defined and highlighted above. Therefore, a favorable vote of three-fourths of all the members of the town council will be required to approve the rezoning request (Attachment C(2)).

IV. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent
3. Cross Timbers Conservation Development District Area Plan

B. Application Details

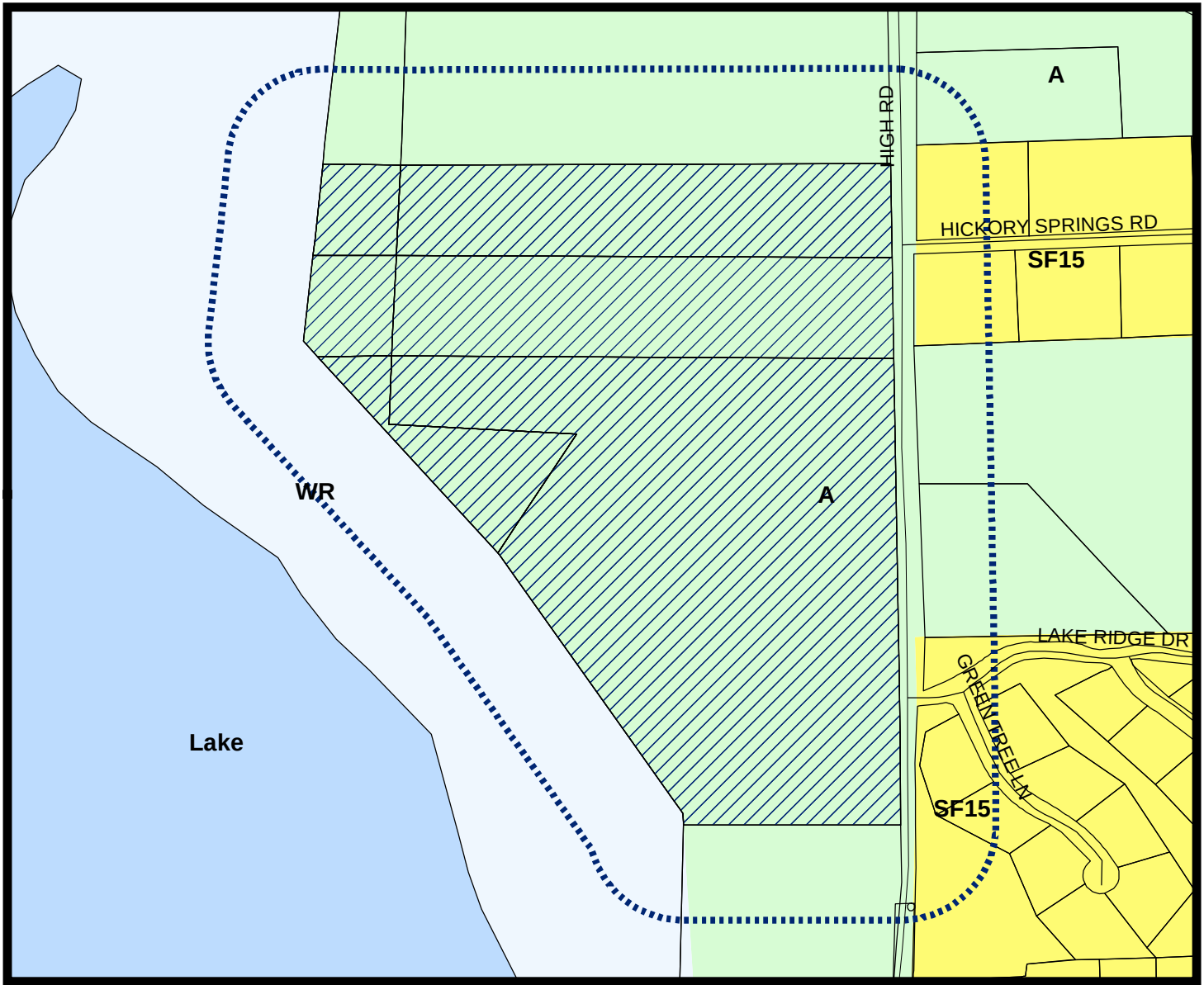
1. Zoning Package
2. Draft Development Standards
3. Draft Open Space Management Plan
4. Environmental Protection Plan

C. Correspondence

1. Correspondence in Opposition
2. Petition in Opposition and Verification of Town Code Section 78-154

Vicinity Map

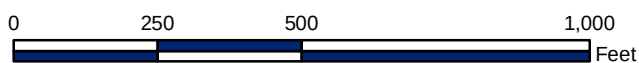
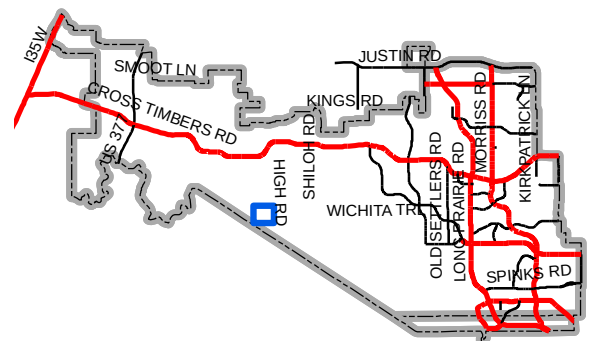
Reference Project: ZPD16-0007



LEGEND

- Agriculture
- Lake
- Single Family 15
- Water Recreation

- Subject Property
- 200 ft Notification Buffer around Property



Map Location



Rembert Enterprises, Inc.

3625 Bonanza Lane Flower Mound, TX 75022

November 6, 2017

Executive Director of Development Services
Planning Division
1001 Cross Timbers Road #2330
Flower Mound, TX 75028

RE: Serenity (Community)
Flower Mound, Texas

Dear Mr. Powell,

Please accept this as our formal Letter of Intent to describe the requested Zoning Planned Development.

The Serenity community will be a high quality, open space, lake-front community consisting of a +/- 28.92 acre tract of land on High Road, south of Cross Timers Road (also known as F.M. 1171 a public roadway). The proposed community is consistent with the stated goals of the Town's Master Plan. We are utilizing site features such as topography, size, and shape to develop this community. We have taken the input received from a community meeting and prepared a Zoning Planned Development Exhibit, proposed development regulations, Concept Plan, and Tree Survey. We are preserving the natural topography, a portion of large canopy trees, rambling brooks, large tree stands, and large parcels of open space.

The tracts are currently identified on the Town's Master Land Use Plan as Cross Timbers Conservation Development District (CTCDD). The existing zoning is agricultural. The proposed zoning is for a single-family residential development, which is consistent with the updated 2013 Master Plan. The Serenity community will consist of 16 lots, with four (4) X-lots. The current zoning in the immediate area consists of SF-10, SF-15, and agricultural uses. We are proposing to change the Zoning to accommodate a uniquely developed community that is compatible with the existing land uses and character of the neighborhoods in which the project is located (High Road Ridge and Hickory Springs Addition).

Adequate public facilities are already in place to support the proposed development. Although we are asking for a cluster development, we are not using the minimum lot sizes. We are using a base zoning of Single Family-30 (SF-30) which has a minimum lot size of 30,000 sf (not 21,780 sf, which is the minimum for a cluster development in CTCDD. Proposed uses and development standards exceed and are consistent with the purposes of the base zoning district.

The proposed Planned Development District is consistent with the Town's vision, goals, objectives, and policies adopted in the master plan. Density of the proposed community shall not exceed 1.8 dwelling units per acre which is less dense than the ordinance requirement of 1.6 dwelling units per acre. The development will be completed in a single phase. Our plans conform to the Town's land development regulations.

We are providing approximately 15.263 acres or (53.72%) of open space along with preserving all large specimen trees and are preserving a high percentage of the Upland Habitat onsite.

This site has numerous protected and specimen trees, as indicated in the tree survey included in our application. In an effort to maintain the natural beauty of our Town, we have made every effort to preserve trees when and where possible.

We have had two meetings with the adjacent homeowners prior to the scheduling of the Planning and Zoning meeting, per the enhance notification requirement.

We would like to respectfully request an exception for approximately 5.1 acres of topographic slopes between 5% and 12% and we respectfully request an exception for approximately 1.6 acres of topographic slopes over 12%. The 1.6 acres of topographic slopes over 12% impacted is only about 17% of the 9.3 acres total on the property. Approximately 7.7 acres of topographic slopes over 12% will have no impact whatsoever.

We are currently discussing how to manage our open space and we understand that it must be managed by a land trust, HOA or the Town. We are looking at a combination of land trust and HOA. The HOA will maintain the property along High Road and a land trust will manage the undisturbed open space adjacent to Lake Grapevine.

Should you have any questions, please feel free to contact us.

Sincerely,

Reginald Rembert

Cross Timbers Conservation Development District Area Plan

The Cross Timbers Conservation Development District Area Plan preserves the integrity of the largely intact Cross Timbers ecological area in central Flower Mound, which provides the Town with its unique country atmosphere and natural environment, while allowing environmentally sensitive development to occur. The area plan establishes development options within the district and identifies specific elements needing consideration.

There are several development options within the District:

1. Retain all or part of the property for personal use. This option would include (but not require) the potential of donating a conservation easement on all or part of the property in order to realize some economic benefit.
2. Develop all or part of the property, or sell all or part of the property to others for development, on two acre lots as permitted under the existing Agricultural zoning.
3. Develop all or part of the property, or sell all or part of the property to others for development, as a conservation development, with the number of lots as permitted under the existing Agricultural zoning, but with smaller lots and eligibility for incentive benefits as established by the Town's SMARTGrowth Program. This option would include the potential donation of a conservation easement on all or part of the property in order to realize some additional economic benefit.
4. Develop all or part of the property at lot sizes larger than two acres, as permitted under the existing Agricultural zoning.
5. Develop all or part of the property in Rural Development (lot sizes five acres or larger) that reflects the country atmosphere and natural environment of Flower Mound, as permitted under the existing Agricultural zoning. This could include coordinated development for specialized types of development, such as equestrian oriented developments.
6. Coordinate development planning with adjoining land owners as a combined conservation development, with the number of lots as permitted under the existing Agricultural zoning, but with smaller lots and eligibility for incentive benefits as established by the Town's SMARTGrowth Program, as a coordinated Planned Development. This option would include (but not require) the potential of donating a conservation easement on all or part of the property in order to realize some additional economic benefit.
7. Develop all or part of the property as appropriate non-residential development. Appropriate non-residential development might include active equestrian commercial activities (similar to the existing Flower Mound Equestrian Center), active use "country" commercial uses (similar to the Circle R Ranch, or roadside farm product stands), or other commercial uses that reinforce the "country atmosphere and natural environment"

that is characteristic of the Cross Timbers Conservation Development District, and are fully compatible with and acceptable to neighbors and landowners in the Zone.

8. Develop the property as a cluster development. The intent of the clustering option is to maximize open space conservation, including preserving Scenic Corridors and Vistas, on a site-by-site basis to realize a community benefit that provides the Town with its unique country atmosphere and natural environment. The continuation and/or connection of open space areas between adjacent developments are important in protecting the ecological value in the District. Cluster developments may be allowed in the District and must demonstrate the following:
 - a. Density shall be commensurate with the quality and character of the open or natural lands conserved and the extent to which the conserved land contributes to the preservation of the Cross Timbers Conservation Development District's country character, including its open, natural, scenic and ecological values. Density will be evaluated on a project-by-project basis. The maximum density that can be granted for a cluster development can be no more than 1 unit per 1.6 acres ($100/1.6 = 62$ units or a 24% increase above the base density). For example, on a 100 acre development, the 100 acres is divided by 1.6 to produce 62 units or a 24% (12 unit) increase in density above the base density of 1:2 or 50 units.
 - b. Minimum lot size is one-half acre or 21,780 square feet; however, any development shall contain a mixture of lot sizes and any development shall be cognizant of external adjacent lot sizes.
 - c. Open space may be managed by a land trust, Homeowners Association, and/or the Town. Any development proposal must detail the perpetual maintenance and funding for the open space areas, which must be feasible and appropriate for the areas preserved. Recreational uses may be allowed which may be appropriate given the type, location, intensity, and adjacency. Any recreational use should be characteristic of the District, compatible with adjacent land uses and should be open to the public. Floodplain may be counted as open space.
 - d. Cluster development shall demonstrate how the development provides an appropriate transition to existing land uses. Factors to be considered include lot sizes, intervening roadways, and use of open space, among other factors.
 - e. The approval of a development application for a cluster development shall require an enhanced public notification process. This process is to increase notice and encourage participation of the adjacent property owners and includes the following:
 1. Any developer using the cluster option must present plans to adjacent property owners and Homeowner Associations for comment and input on the proposed application.

2. At the time of pre-application, Town staff will notify the affected property owners of the potential development.
3. A meeting will be coordinated with the Developer and interested parties prior to the submittal of a development application.
4. A second meeting will be held prior to the Planning and Zoning Commission meeting to update the interested parties prior to the public hearing. The agenda item for the proposal will reflect any consensus reached by the group as well as individual comments.

Elements needing consideration within the district include:

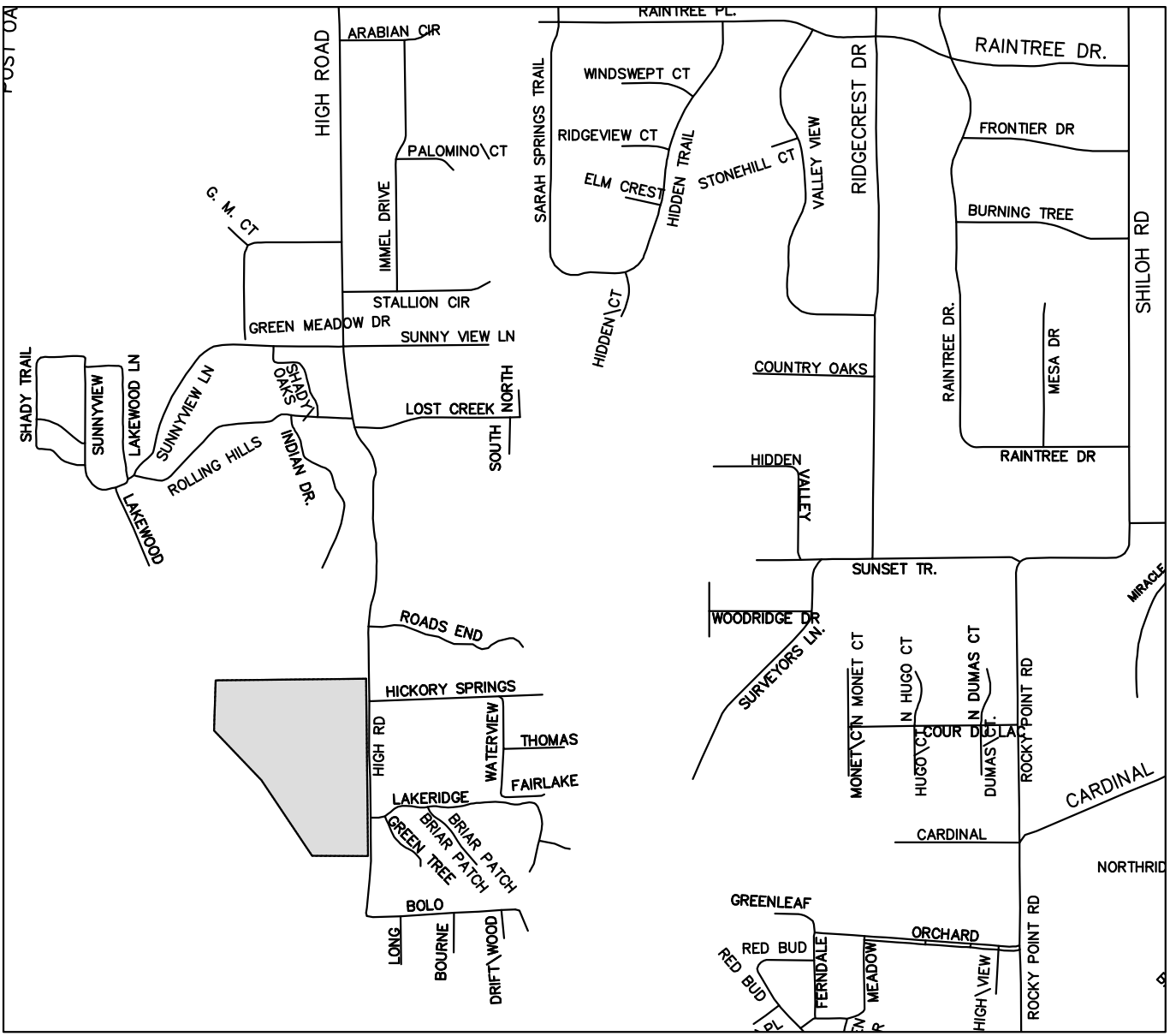
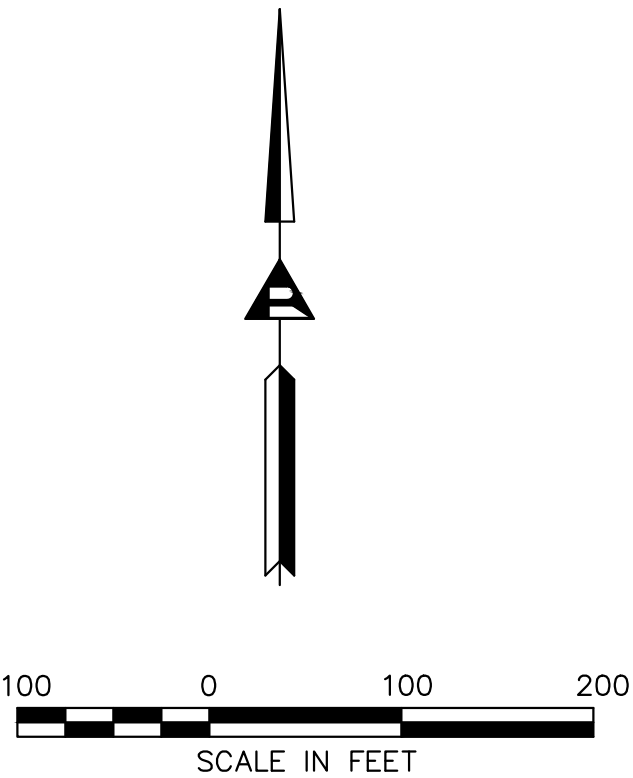
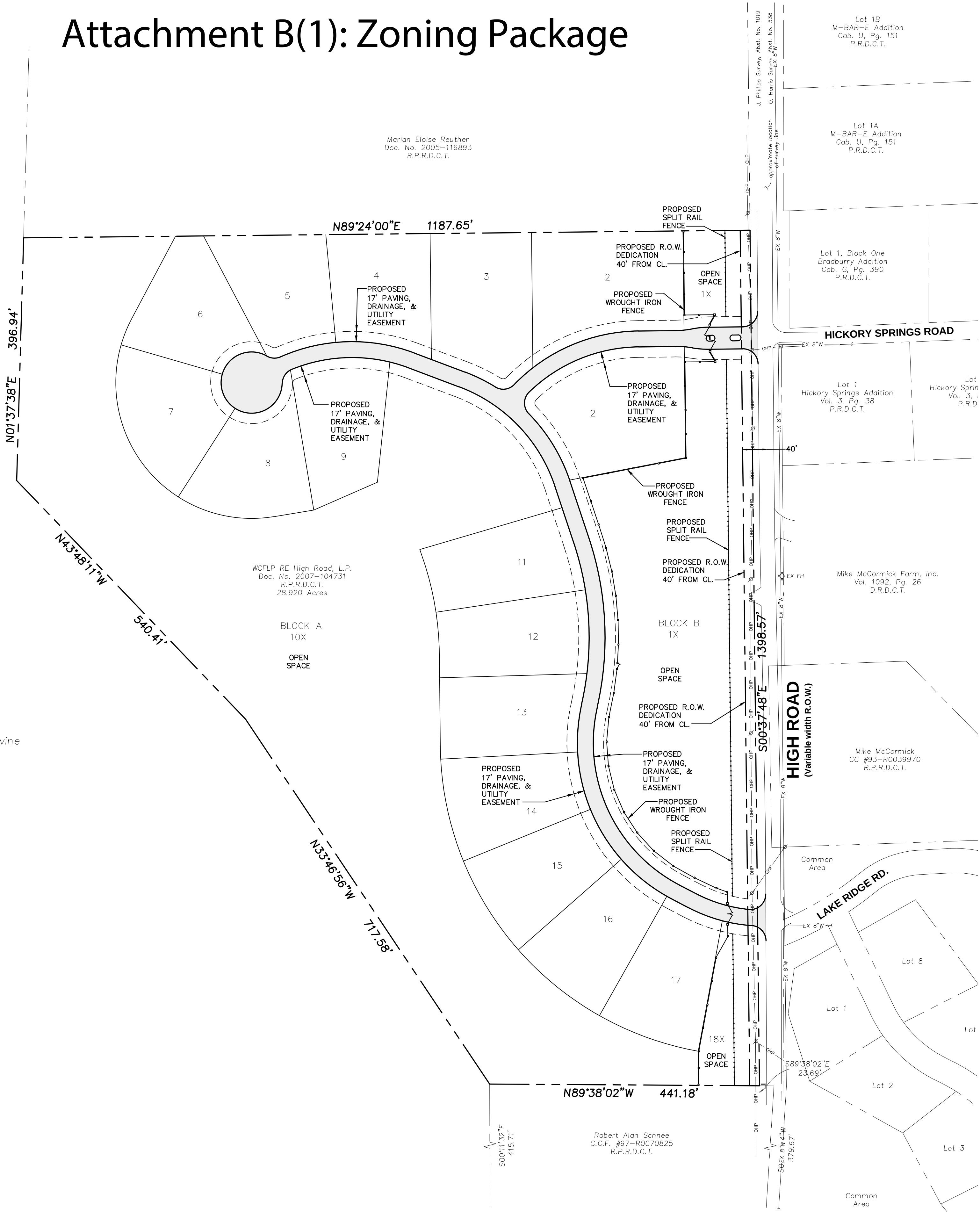
1. Scenic Corridors and Vistas - The scenic corridor along FM 1171 has extensive views into the District. These viewsheds need to be incorporated into any development proposal, if development is contemplated, and would require compliance with the "Town of Flower Mound SMARTGrowth Program" SMARTGrowth Analysis. Compliance with the SMARTGrowth Analysis could be achieved by conservation or cluster development, placing new houses outside of the view area, or by siting any new lots so the houses face toward FM 1171 across conserved open space, with access from a street internal to the development, rather than providing a view from FM 1171 into back yards or rear alleys.
2. Scenic corridors are present along the following roadways in addition to the roads identified in the Town's Urban Design Plan within the Cross Timbers Conservation Development District:
 - a. Skillern Road
 - b. Scenic Road
 - c. Shiloh Road
 - d. Rocky Point Road
 - e. Red Rock Road
 - f. High Road
 - g. FM 1171 at the Cross Timbers Escarpment

Properties adjacent to these roads provide extensive views into the District. Compliance with the SMARTGrowth Analysis could be achieved by conservation or cluster development, placing new houses outside of the view area, or by siting any new lots so the houses face the roadways across conserved open space, with access from a street internal to the development, rather than providing a view from the roadways into back yards or rear alleys.

Cross Timbers Conservation Development District

Attachment B(1): Zoning Package

Marian Eloise Reuther
Doc. No. 2005-116893
R.P.R.D.C.T.



LOCATION MAP
NOT TO SCALE

DEVELOPMENT DATA	
PROPOSED USE:	SINGLE FAMILY RESIDENTIAL
CURRENT ZONING:	AGRICULTURAL
PROPOSED BASE ZONING:	SF-30
TOTAL LAND AREA:	±28.92 ACRES
MINIMUM LOT SIZE:	30,000 S.F.
MAXIMUM LOT SIZE:	43,818 S.F.
AVERAGE LOT SIZE:	32,265 S.F.
TOTAL AREA OF LOTS =	11.85 AC. 40.98%
TOTAL AREA OF OPEN SPACE =	15.263 AC. 53.73%

LEGEND	
	LOT LINE
	D.E.E.D RECORDS, DENTON COUNTY, TEXAS
	P.LAT RECORDS, DENTON COUNTY, TEXAS
	R.E.P.LAT RECORD DENTON COUNTY, TEXAS
	PROPERTY BOUNDARY
	ADJACENT PROPERTY BOUNDARY
	PROPOSED R.O.W.
	PROPOSED EDGE OF PAVEMENT

PROJECT DATA TABLE	
GROSS SITE AREA	28.92 ACRES
PROPOSED USE	SINGLE FAMILY RES.
CURRENT ZONING	AGRICULTURAL
PROPOSED BASE ZONING	SF-30
EXTERNAL/COLLECTOR RIGHT-OF-WAY	
HIGH ROAD	0.513 ACRES
TOTAL RIGHT-OF-WAY	0.513 ACRES
OPEN SPACE	
PRIVATE OPEN SPACE LOTS	15.263 ACRES
TOTAL OPEN SPACE	15.263 ACRES
PROPOSED LOTS	
RESIDENTIAL	16 LOTS
RESIDENTIAL LOTS AREA	11.85 ACRES
MIN. RESIDENTIAL LOT SIZE	30,000 S.F.
MAX. RESIDENTIAL LOT SIZE	43,818 S.F.
AVG. RESIDENTIAL LOTS SIZE	32,265 S.F.
PRIVATE OPEN SPACE	4 LOTS
TOTAL ALL LOTS	20 LOTS

AREA DATA TABLE	
GROSS SITE AREA	28.92 ACRES
HIGH RD. R.O.W. DEDICATION	0.513 ACRES
TOTAL R.O.W. DEDICATION	0.513 ACRES
NET SITE AREA	28.407 ACRES
TOTAL OPEN SPACE AREA	15.263 ACRES (53.73%)

MASTER PLAN FEATURES	
Land Use Plan	Cross Timbers Conservation Development District
Specific Plans	None
Urban Design Plan	Cross Timbers Conservation Development District
Parks and Trails	
Open Space Plan	
Thoroughfare Plan	High Road - Rural Collector, Variable Width ROW.
Water Plan	West (High) Pressure Plane, Existing 8" WM, E. Side of High Road.
Wastewater Plan	Unsewered Area. Cross Timbers Conservation District.

OWNER:

(1) WCFLLLP RE HIGH RD P
14241 Dallas Pkwy Ste. 800
Dallas, TX 75254-2919

SERENITY
Residential Subdivision
28.920 acres
in the
J. Phillips Survey, Abst. No. 1019
in the
Town of Flower Mound
Denton County, Texas

Serenity
RESIDENTIAL SUBDIVISION
FLOWER MOUND, TEXAS

CONCEPT PLAN
16 RESIDENTIAL LOTS

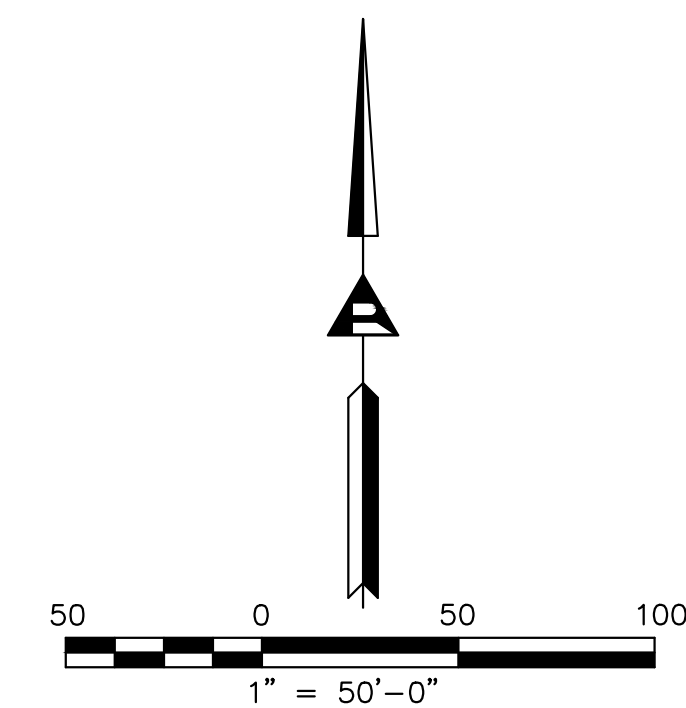
Scale: 1" = 100'
Designed by: LDR
Drawn by: JWH
Checked by: TAL
Date: NOVEMBER 11, 2017
Project No. 035-023

SHEET

1

Ridinger
Associates, Inc.
Civil Engineers - Planners
Firm No. 1969
550 S. Edmonds Lane, Suite 101
Lewisville, Texas 75067
Tel. No. (972) 353-8000
Fax No. (972) 353-8011

No.	Date	Revisions	App.



No.2	9-25-17	Revised Per Town	Comments	
No.1	8-28-17	Revised ROW		App:

**Ridinger
Associates, Inc.**
Civil Engineers - Planners

Firm No. 1969
550 S. Edmonds
Lewisville, Texas 75067

Tel. No. (972) 353-8000
Fax No. (972) 353-8011

Serenity
RESENTIAL SUBDIVISION
FLOWER MOUND, TEXAS

LANDSCAPE PLAN

Scale: 1" = 50' - 0"
Designed by: JBS
Drawn by: JBS
Checked by: SCDG
Date: JULY 30, 2017
Project No. 035-023

SHEET
P-2

ST. CLAIR DESIGN GROUP, INC.

Landscape Architecture

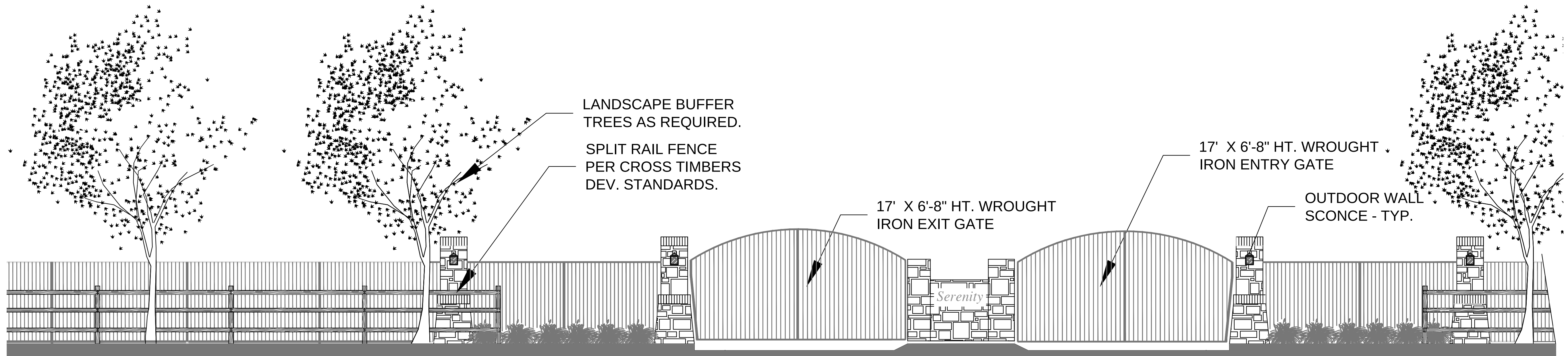
P. O. Box 12519
Dallas, Texas 75225
T. 214-394-3641

REGISTERED LANDSCAPE ARCHITECT
JOAN B. ST. CLAIR
2210
STATE OF TEXAS

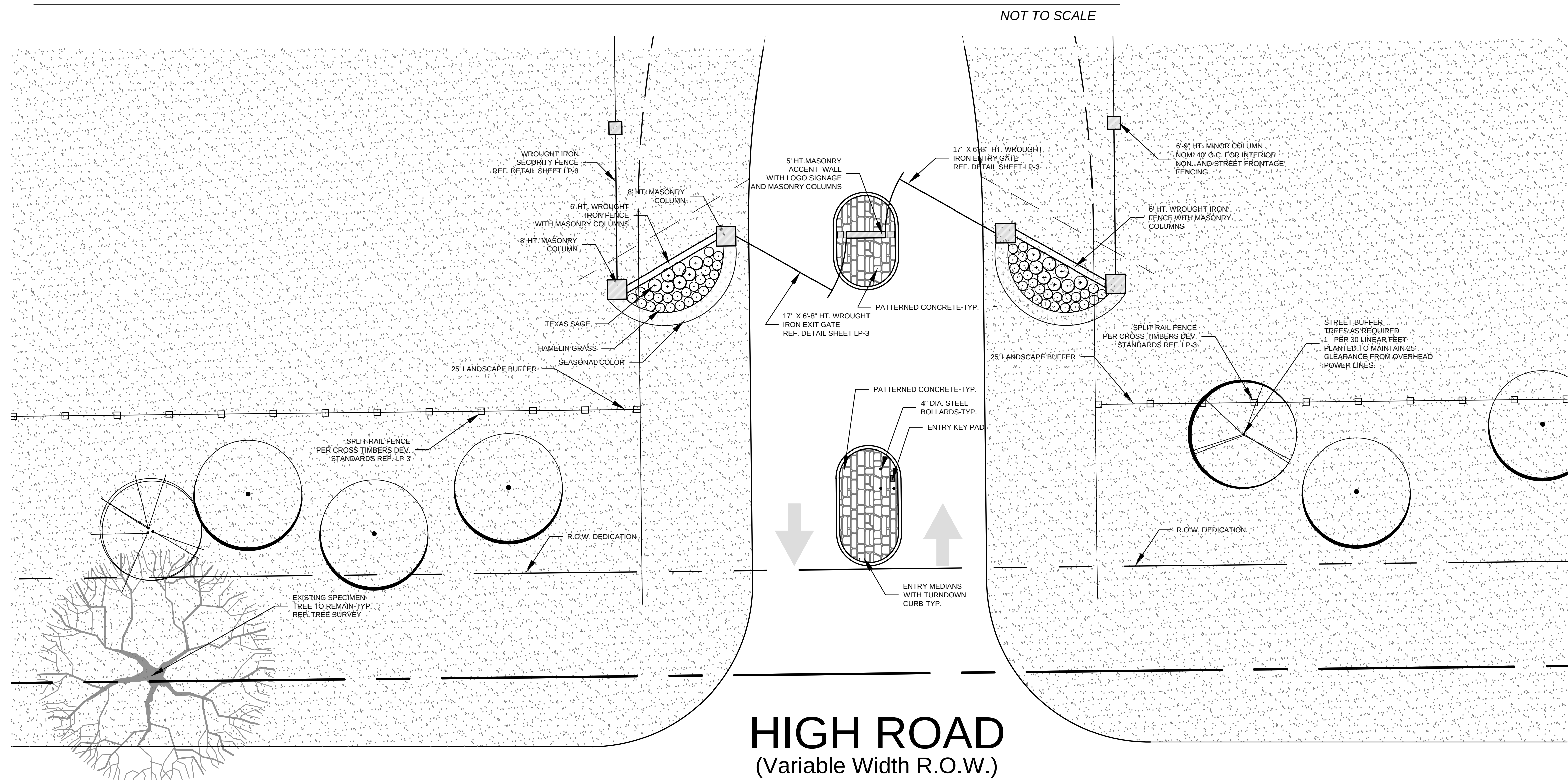
DATE SEALED: 9-25-17

DESIGN BY: JBS
DRAWN BY: JBS
CHECKED BY: SCDG
DATE: JULY 30, 2017

LANDSCAPE PLAN
SERENITY
Residential Subdivision
28.920 acres
in the
J. Phillips Survey, Abst. No. 1019
in the
Town of Flower Mound
Denton County, Texas



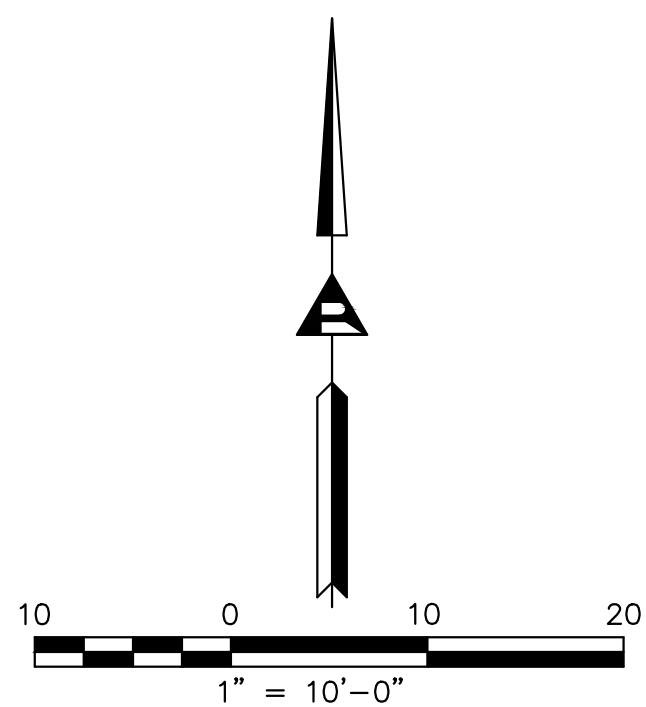
ENTRY ELEVATION SHOWING RAIL FENCE AND STREET TREES



HIGH ROAD
(Variable Width R.O.W.)

ENTRY PLAN

SCALE: 1"=10'-0"



ST. CLAIR DESIGN GROUP, INC

Landscape Architecture

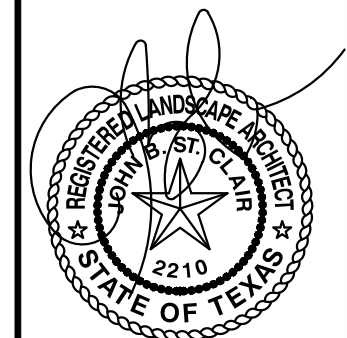
P. O. Box 12519
Dallas, Texas 75225
T. 214-394-3641

DESIGN BY: JBS
DRAWN BY: JBS
CHECKED BY: SCDC
DATE: JULY 30, 2017

ENTRY PLAN AND
DETAIL
SERENITY
Residential Subdivision
28.920 acres
in the
J. Phillips Survey, Abst. No. 1019
in the
Town of Flower Mound
Denton County, Texas

Ridinger
Associates, Inc.
Civil Engineers - Planners

Firm No. 13989
15300 Ridgeway Lane, Suite 101
Coppell, Texas 75067
Tel. No. (972) 353-8000
Fax No. (972) 353-8011



DATE SEALED: 9-25-17

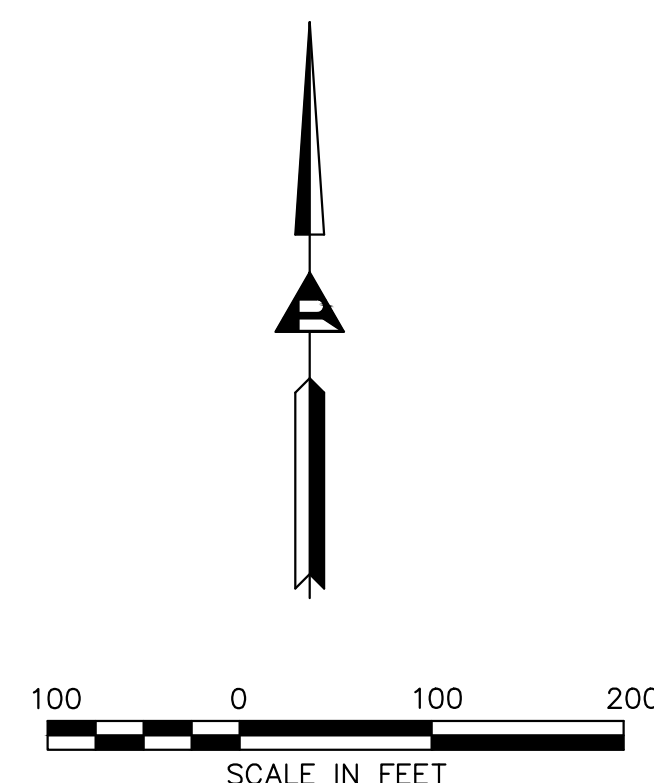
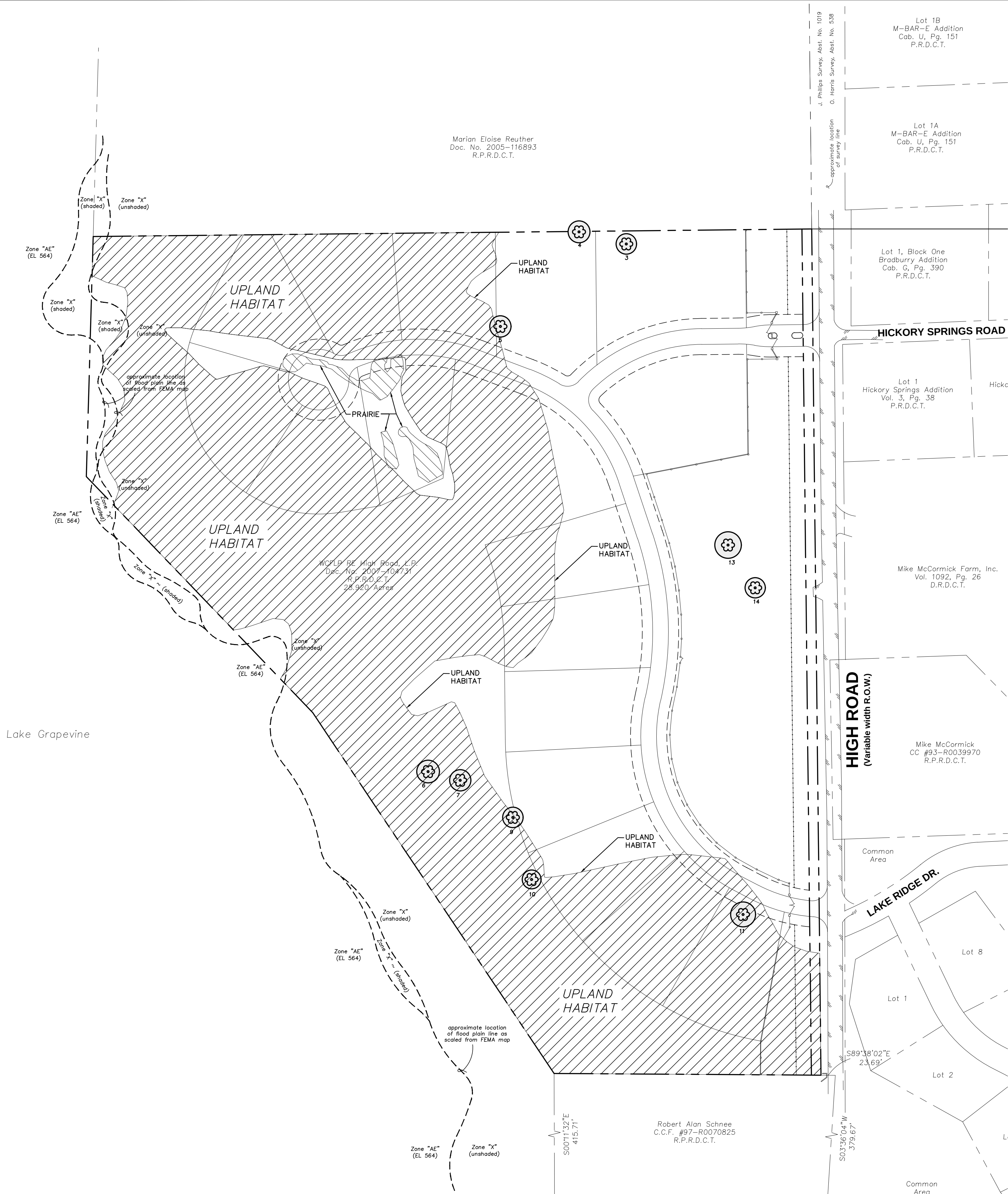
Serenity
RESENIAL SUBDIVISION
FLOWER MOUND, TEXAS

ENTRY PLAN
AND DETAIL

Scale: 1" = 10'-0"

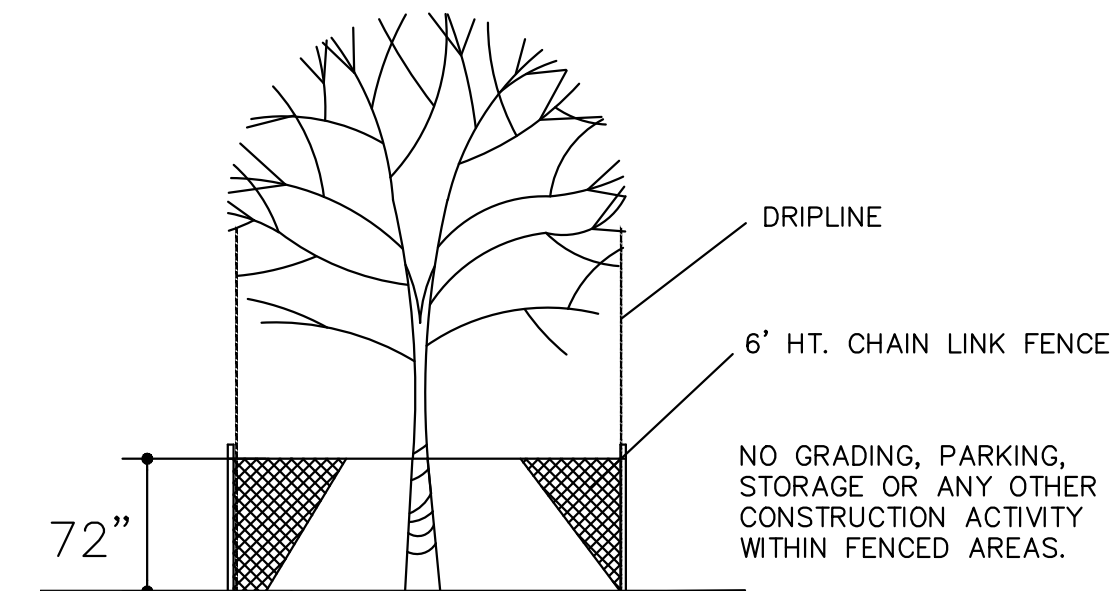
Designed by: JBS
Drawn by: JBS
Checked by: SCDC
Date: JULY 30, 2017
Project No. 035-023

SHEET
LP-4

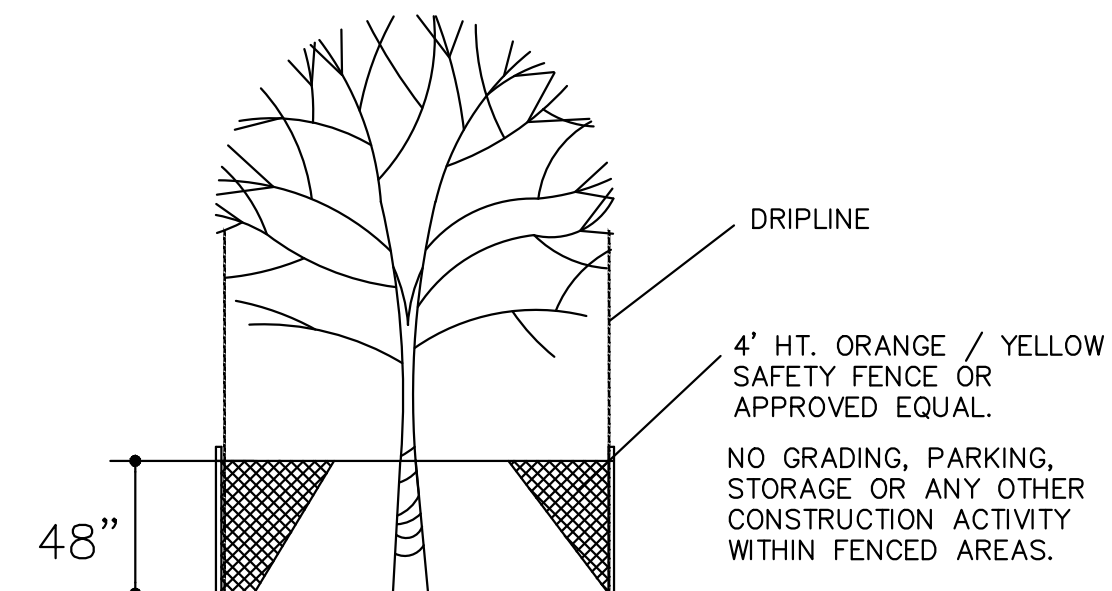


- LEGEND
- SPECIMEN TREE TO BE PRESERVED
 - SPECIMEN TREE APPROXIMATE CANOPY SPREAD

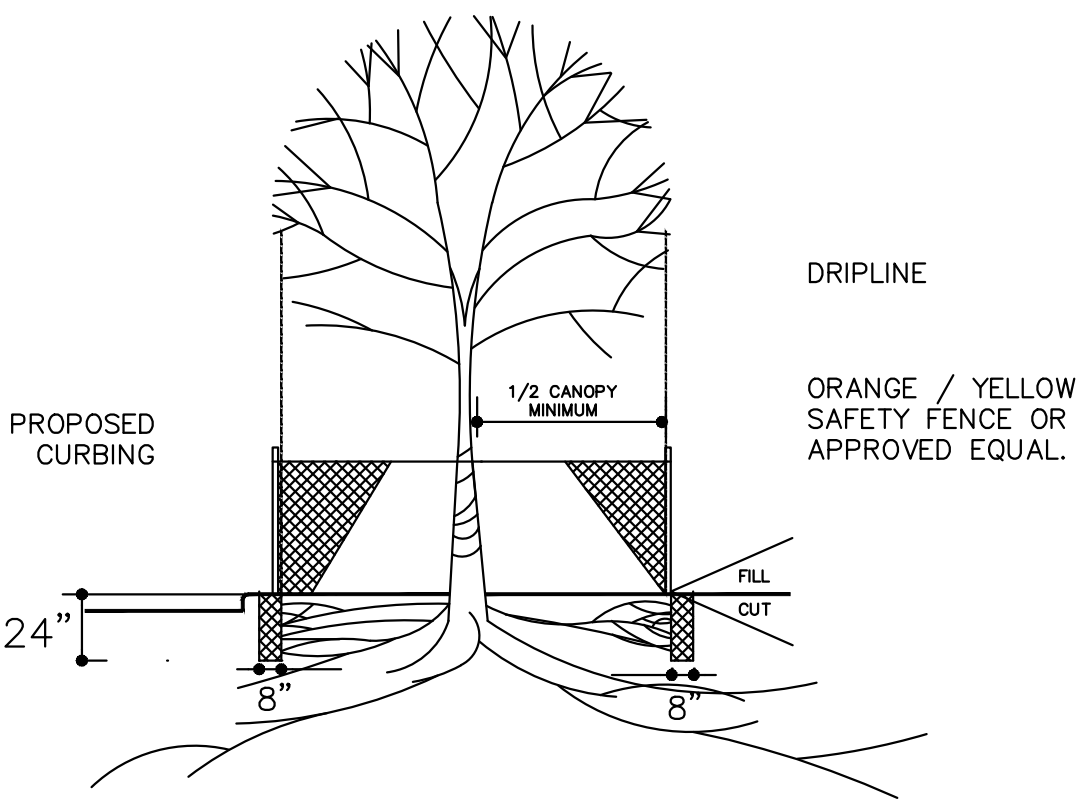
TAG NO.	CALIPER (IN.)	COMMON NAME / BOTANICAL NAME	STATUS	LOCATION	CANOPY SPREAD	CONDITION
3	27	POST OAK / QUERCUS STELLATA	PRESERVE	BUILDABLE AREA	33.75	MULTI-TRUNK - FAIR
4	29	POST OAK / QUERCUS STELLATA	PRESERVE	BUILDABLE AREA	36.25	SINGLE TRUNK - GOOD
5	28	POST OAK / QUERCUS STELLATA	PRESERVE	UPLAND HABITAT	35	SINGLE TRUNK - GOOD
6	30	POST OAK / QUERCUS STELLATA	PRESERVE	UPLAND HABITAT	37.5	MULTI-TRUNK - GOOD
7	28	POST OAK / QUERCUS STELLATA	PRESERVE	UPLAND HABITAT	35	MULTI-TRUNK - GOOD
9	27	POST OAK / QUERCUS STELLATA	PRESERVE	UPLAND HABITAT	33.75	MULTI-TRUNK - GOOD
10	25	POST OAK / QUERCUS STELLATA	PRESERVE	UPLAND HABITAT	31.25	SINGLE TRUNK - GOOD, BUT HAS HYPOXYLON DISEASE
11	33	POST OAK / QUERCUS STELLATA	PRESERVE	UPLAND HABITAT	41.25	MULTI-TRUNK - GOOD, BUT HAS HYPOXYLON DISEASE
13	39	AMERICAN ELM/ ULMUS AMERICANA	PRESERVE	BUILDABLE AREA	43.68	MULTI-TRUNK FAIR, CHOKED OUT W/ POISON IVY
14	30	AMERICAN ELM/ ULMUS AMERICANA	PRESERVE	BUILDABLE AREA	33.6	SINGLE TRUNK - FAIR, DUE TO VINES



MINIMUM TREE PROTECTION- SPECIMEN TREES
N.T.S.



MINIMUM TREE PROTECTION- PROTECTED TREES
& UPLAND HABITAT PROTECTION AREAS
N.T.S.



- HAND DIG TRENCH (NO MECHANICAL TRENCHES)
- CUT ROOTS WITH A SHARP TOOL
- BACKFILL WITH EXISTING SOIL
- PERFORM ROOT PRUNING A MINIMUM OF TWO WEEKS PRIOR TO CONSTRUCTION

ROOT PRUNING DETAIL
N.T.S.

- TREE PRESERVATION NOTES**
- CONTRACTOR AND DEVELOPER SHALL ADHERE TO THE FOLLOWING TREE PROTECTION MEASURES:
1. PRIOR TO GRADING, BRUSH REMOVAL, OR CONSTRUCTION, THE DEVELOPER SHALL CLEARLY TAG OR MARK ALL TREES TO BE PRESERVED.
 2. THE DEVELOPER SHALL ERECT A PLASTIC MESH FENCE A MINIMUM OF FOUR (4) FEET IN HEIGHT AROUND EACH TREE OR GROUP OF TREES TO PREVENT THE PLACEMENT OF DEBRIS OR FILL WITHIN THE DRIP LINE.
 3. DURING THE CONSTRUCTION PHASE OF DEVELOPMENT, THE DEVELOPER SHALL PROHIBIT CLEANING, PARKING OR STORAGE OF EQUIPMENT OR MATERIALS UNDER THE CANOPY OF ANY TREE OR GROUP OF TREES BEING PRESERVED. THE DEVELOPER SHALL NOT ALLOW THE DISPOSAL OF ANY WASTE MATERIAL SUCH AS, BUT NOT LIMITED TO, PAINT, OIL SOLVENTS, ASPHALT, CONCRETE, MORTAR, ETC., IN THE CANOPY AREA.
 4. NO ATTACHMENTS OR WIRES OF ANY KIND, OTHER THAN THOSE OF A PROTECTIVE NATURE, SHALL BE ATTACHED TO ANY TREE.
 5. NO FILL OR EXCAVATION MAY OCCUR WITHIN THE DRIP LINE OF A TREE TO BE PRESERVED UNLESS THERE IS A SPECIFIC APPROVED PLAN FOR USE OF TREE WELLS OR RETAINING WALLS. MAJOR CHANGES OF GRADE (SIX (6) INCHES OR GREATER) WILL REQUIRE ADDITIONAL MEASURES TO MAINTAIN PROPER OXYGEN AND WATER EXCHANGE WITH THE ROOTS. IN ADDITION, THE DEVELOPER SHOULD ADHERE TO THE FOLLOWING GUIDELINES TO PROTECT THE TREES TO BE PRESERVED:
 - a. WITH MAJOR GRADE CHANGES, A REINFORCED RETAINING WALL OR TREE WELL OF A DESIGN APPROVE BY THE CITY SHOULD BE CONSTRUCTED AROUND THE TREE NO CLOSER THAN HALF THE DISTANCE BETWEEN THE TRUNK AND THE DRIP LINE. THE RETAINING WALL SHOULD BE CONSTRUCTED SO AS TO MAINTAIN THE EXISTING GRADES AROUND A TREE OR GROUP OF TREES.
 - b. AT NO TIME SHOULD A WALL, PAVEMENT OR POROUS PAVEMENT BE PLACED CLOSER THAN FIVE (5) FEET OR ONE (1) FOOT FOR EVERY TWO (2) INCHES IN CALIPER, WHICHEVER IS GREATER, TO THE TRUNK OF THE TREE.
 - c. ROOT PRUNING MAY BE NECESSARY WHEN THE CRITICAL ROOT ZONE IS TO BE DISTURBED.
 - d. IF A PATIO, SIDEWALK, DRIVE, PARKING LOT, OR OTHER PAVED SURFACE MUST BE PLACED WITHIN THE DRIP LINE OF AN EXISTING TREE, MATERIAL SUCH AS A POROUS PAVEMENT OR OTHER APPROVED CONSTRUCTION METHOD THAT WILL ALLOW THE PASSAGE OF WATER AND OXYGEN MAY BE REQUIRED.



OWNER:
(1) WCFLLLP RE HIGH RD P
14241 Dallas Pkwy Ste. 800
Dallas, TX 75254-2919

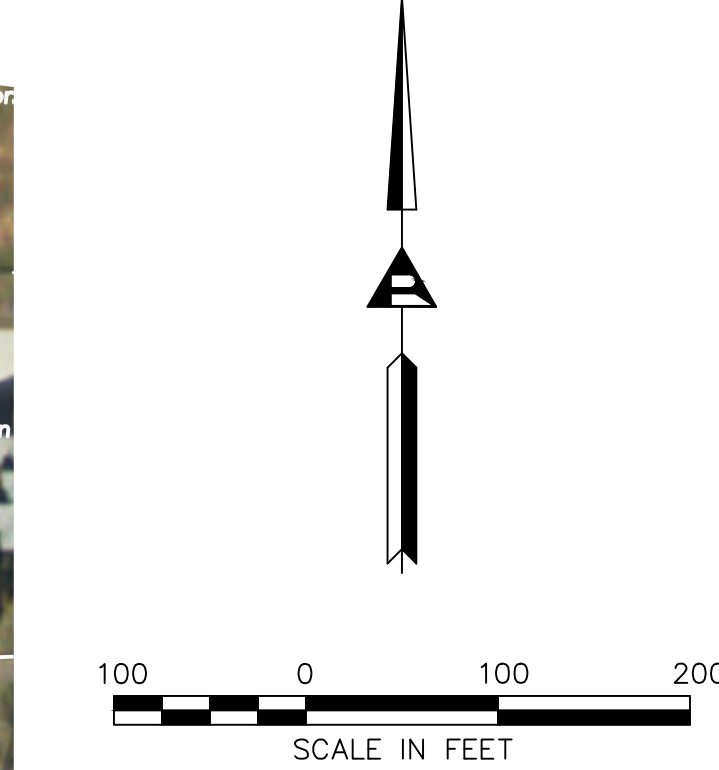
Ridinger Associates, Inc.
Civil Engineers - Planners
Firm No. 1969
550 S. Edmonds Lane, Suite 101
Lewisville, Texas 75067
Tel. No. (972) 353-8000
Fax No. (972) 353-8011

Serenity
RESIDENTIAL SUBDIVISION
FLOWER MOUND, TEXAS

TREE SURVEY

Scale: 1" = 100'
Designed by: LDR
Drawn by: JWH
Checked by: TAL
Date: OCTOBER 2, 2017
Project No. 035-023

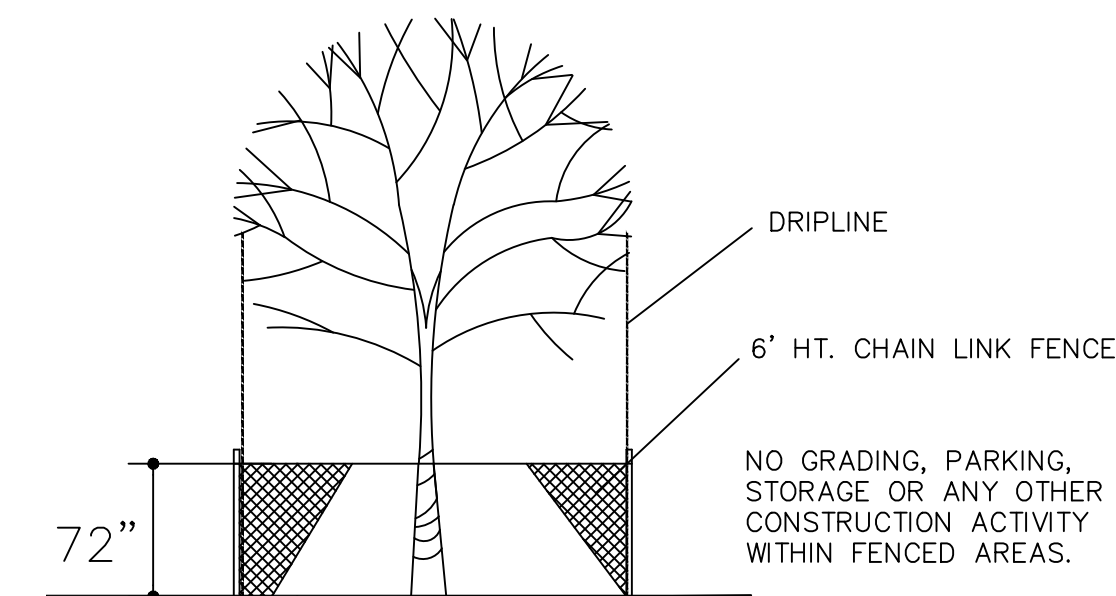
SHEET
TS-1



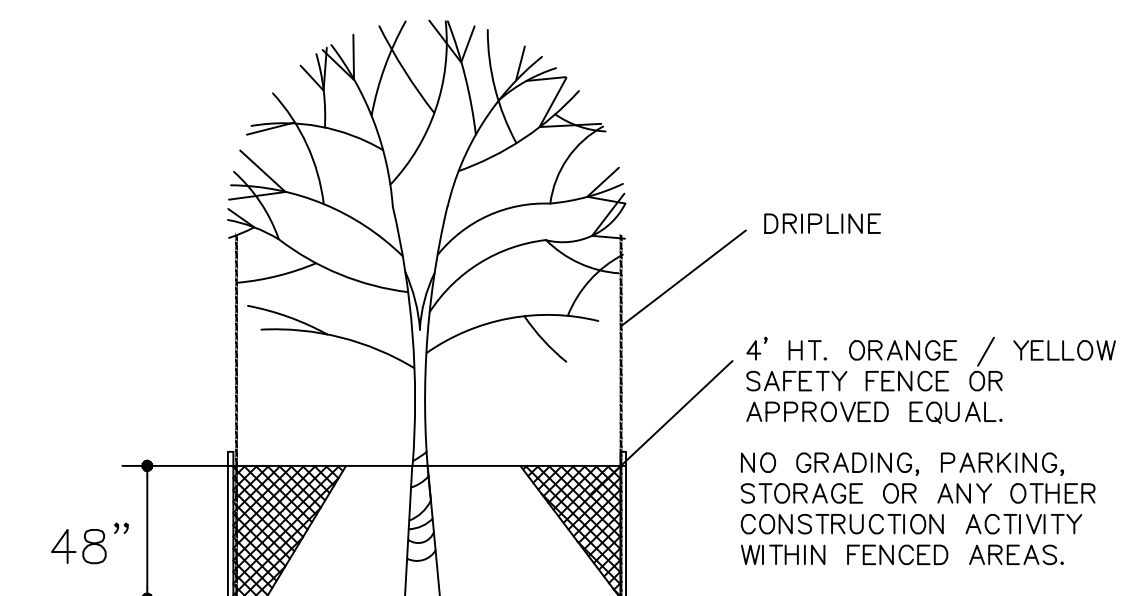
- SPECIMEN TREE TO BE PRESERVED
- SPECIMEN TREE TO BE REMOVED
- SPECIMEN TREE APPROXIMATE CANOPY SPREAD

1. PRIOR TO GRADING, BRUSH REMOVAL, OR CONSTRUCTION, THE DEVELOPER SHALL CLEARLY TAG OR MARK ALL TREES TO BE PRESERVED.
2. THE DEVELOPER SHALL ERECT A PLASTIC MESH FENCE A MINIMUM OF FOUR (4) FEET IN HEIGHT AROUND EACH TREE OR GROUP OF TREES TO PREVENT THE PLACEMENT OF DEBRIS OR FILL WITHIN THE DRIP LINE.
3. DURING THE CONSTRUCTION PHASE OF DEVELOPMENT, THE DEVELOPER SHALL PROHIBIT CLEANING, PARKING OR STORAGE OF EQUIPMENT OR MATERIALS UNDER THE CANOPY OF ANY TREE OR GROUP OF TREES BEING PRESERVED. THE DEVELOPER SHALL NOT ALLOW THE DISPOSAL OF ANY WASTE MATERIAL SUCH AS, BUT NOT LIMITED TO, PAINT, OIL SOLVENTS, ASPHALT, CONCRETE, MORTAR, ETC., IN THE CANOPY AREA.
4. NO ATTACHMENTS OR WIRES OF ANY KIND, OTHER THAN THOSE OF A PROTECTIVE NATURE, SHALL BE ATTACHED TO ANY TREE.
5. NO FILL OR EXCAVATION MAY OCCUR WITHIN THE DRIP LINE OF A TREE TO BE PRESERVED UNLESS THERE IS A SPECIFIC APPROVED PLAN FOR USE OF TREE WELLS OR RETAINING WALLS. MAJOR CHANGES OF GRADE (SIX (6) INCHES OR GREATER) WILL REQUIRE ADDITIONAL MEASURES TO MAINTAIN PROPER OXYGEN AND WATER EXCHANGE WITH THE ROOTS. IN ADDITION, THE DEVELOPER SHOULD ADHERE TO THE FOLLOWING GUIDELINES TO PROTECT THE TREES TO BE PRESERVED:
 - a. WITH MAJOR GRADE CHANGES, A REINFORCED RETAINING WALL OR TREE WELL OF A DESIGN APPROVE BY THE CITY SHOULD BE CONSTRUCTED AROUND THE TREE NO CLOSER THAN HALF THE DISTANCE BETWEEN THE TRUNK AND THE DRIP LINE. THE RETAINING WALL SHOULD BE CONSTRUCTED SO AS TO MAINTAIN THE EXISTING GRADES AROUND A TREE OR GROUP OF TREES.
 - b. AT NO TIME SHOULD A WALL, PAVEMENT OR POROUS PAVEMENT BE PLACED CLOSER THAN FIVE (5) FEET OR ONE (1) FOOT FOR EVERY TWO (2) INCHES IN CALIPER, WHICHEVER IS GREATER, TO THE TRUNK OF THE TREE.
 - c. ROOT PRUNING MAY BE NECESSARY WHEN THE CRITICAL ROOT ZONE IS TO BE DISTURBED.
 - d. IF A PATIO, SIDEWALK, DRIVE, PARKING LOT, OR OTHER PAVED SURFACE MUST BE PLACED WITHIN THE DRIP LINE OF AN EXISTING TREE, MATERIAL SUCH AS A POROUS PAVEMENT OR OTHER APPROVED CONSTRUCTION METHOD THAT WILL ALLOW THE PASSAGE OF WATER AND OXYGEN MAY BE REQUIRED.

TAG NO.	CALIPER (IN.)	COMMON NAME / BOTANICAL NAME	STATUS	LOCATION	CANOPY SPREAD	CONDITION
3	27	POST OAK / QUERCUS STELLATA	PRESERVE	BUILDABLE AREA	33.75	MULTI-TRUNK - FAIR
4	29	POST OAK / QUERCUS STELLATA	PRESERVE	BUILDABLE AREA	36.25	SINGLE TRUNK - GOOD
5	28	POST OAK / QUERCUS STELLATA	PRESERVE	UPLAND HABITAT	35	SINGLE TRUNK - GOOD
6	30	POST OAK / QUERCUS STELLATA	PRESERVE	UPLAND HABITAT	37.5	MULTI-TRUNK - GOOD
7	28	POST OAK / QUERCUS STELLATA	PRESERVE	UPLAND HABITAT	35	MULTI-TRUNK - GOOD
9	27	POST OAK / QUERCUS STELLATA	PRESERVE	UPLAND HABITAT	33.75	MULTI-TRUNK - GOOD
10	25	POST OAK / QUERCUS STELLATA	PRESERVE	UPLAND HABITAT	31.25	SINGLE TRUNK - GOOD, BUT HAS HYPOXYLON DISEASE
11	33	POST OAK / QUERCUS STELLATA	PRESERVE	UPLAND HABITAT	41.25	MULTI-TRUNK - GOOD, BUT HAS HYPOXYLON DISEASE
13	39	AMERICAN ELM/ ULMUS AMERICANA	PRESERVE	BUILDABLE AREA	43.68	MULTI-TRUNK FAIR, CHOKED OUT W/ POISON IVY
14	30	AMERICAN ELM/ ULMUS AMERICANA	PRESERVE	BUILDABLE AREA	33.6	SINGLE TRUNK - FAIR, DUE TO VINES
15	24	POST OAK / QUERCUS STELLATA	REMOVE	UPLAND HABITAT	30	SINGLE TRUNK - GOOD
16	24	POST OAK / QUERCUS STELLATA	REMOVE	UPLAND HABITAT	30	SINGLE TRUNK - GOOD

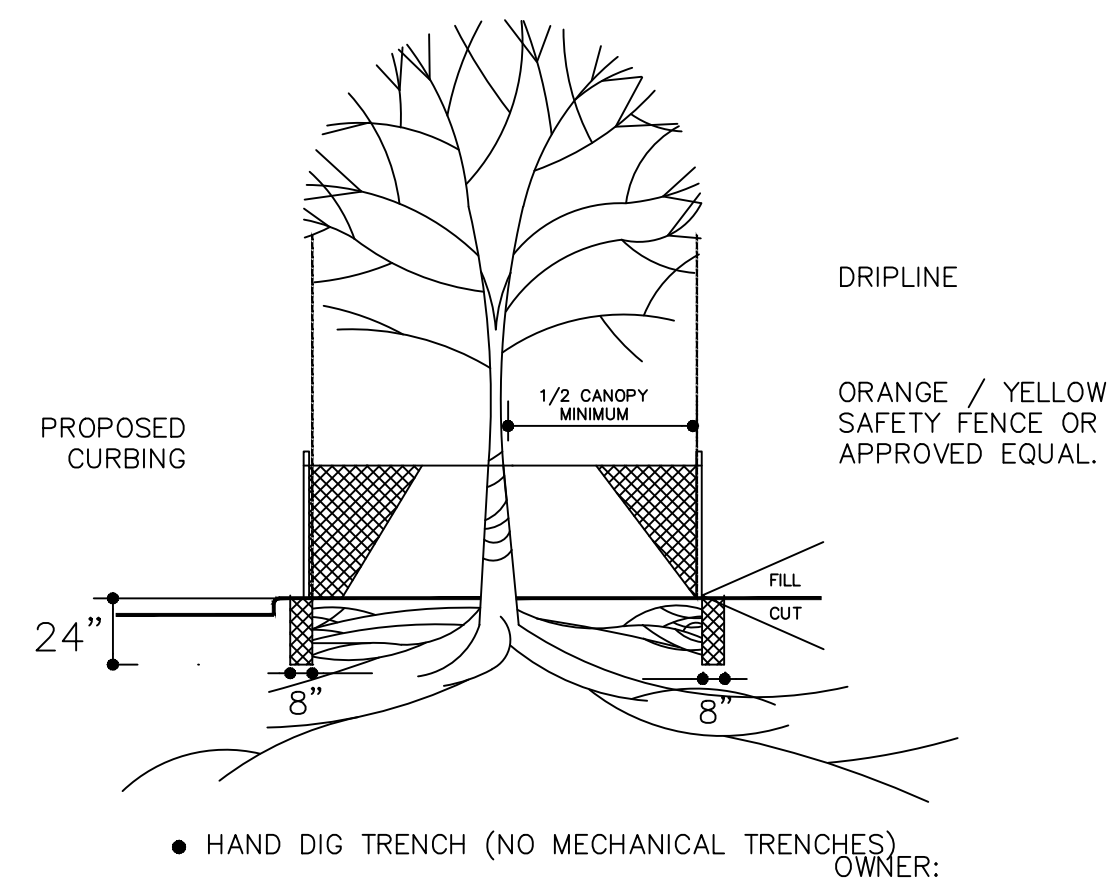


MINIMUM TREE PROTECTION- SPECIMEN TREES
N.T.S.



MINIMUM TREE PROTECTION- PROTECTED TREES
& UPLAND HABITAT PROTECTION AREAS

N.T.S.



- HAND DIG TRENCH (NO MECHANICAL TRENCHES)
 - CUT ROOTS WITH A SHARP TOOL
 - BACKFILL WITH EXISTING SOIL
 - PERFORM ROOT PRUNING A MINIMUM OF TWO WEEKS PRIOR TO CONSTRUCTION
- OWN (1)

ROOT PRUNING DETAIL
N.T.S.

(1) WCFLLLP RE HIGH RD P
14241 Dallas Pkwy Ste. 800
Dallas, TX 75254-2919

**Ridinger
Associates, Inc.**
Civil Engineers - Planners

Firm No. 1969
550 S. Edmonde Lane, Suite 101
Lewisville, Texas 75067

Tel. No. (972) 355-8000
Fax No. (972) 355-8011

Serenity
RESIDENTIAL SUBDIVISION
FLOWER MOUND, TEXAS

TREE SURVEY

Scale: 1" = 100'

Designed by: LDR

Drawn by: JWH

Checked by: TAL

Date: OCTOBER

Project No. 035

SHEET

TS-1

DRAFT DEVELOPMENT STANDARDS

Planned Development District No. 149 (PD-149) Serenity

The development on the property comprising approximately 28.92 acres of land within the corporate limits of the Town of Flower Mound ("Town") and as described on Exhibit "A" to this Zoning Ordinance adopting PD-149 shall be in accordance with the Town of Flower Mound *Master Plan* and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements:

A. PD-149 with Single-Family District-30 (SF-30) uses.

Development of PD-149 as designated on Exhibit "C," the Concept Plan for Serenity shall be in compliance with all regulations applicable to Single-Family District-30 (SF-30) uses contained in the Town's Land Development Regulations as amended, except as otherwise provided and/or limited herein.

1. Minimum floor area per unit. The minimum floor area per dwelling unit shall be 2,800 square feet, subject to Section 98-1025.
2. Maximum lot coverage. The maximum lot coverage shall be 40% for all uses, subject to Section 98-1029. All accessory structures shall be included in the maximum of 40% coverage.
3. The dimensional and area regulations contained in this section shall not apply to common areas or lots owned by the homeowner's association for Serenity ("HOA"). Any common areas or lots owned by the HOA and any structure(s) thereon shall conform to all relevant provisions of the Town's code of ordinances and land development regulations.

B. Residential Lot Requirements. The following requirements shall apply to the residential lots within Hillside at Flower Mound.

1. The maximum density shall be no more than 1 dwelling unit per 1.6 acres ($100/1.6 = 62$ units or a 24% increase above the base density).
2. There shall be a maximum of 16 residential lots as depicted on the attached Zoning Conceptual Plan.

C. Supplemental Standards.

1. As a Cluster Development, PD-149 shall have a minimum of fifty percent (50%) of the gross land area preserved as open space for the development as depicted in Exhibit "E" below. In meeting requirements for open space, the developer must demonstrate how open space designated in Exhibit "E" shall be managed. Open Space shall be managed by a qualified nonprofit entity or organization that manages open space, such as a land trust, HOA or other qualified entity, pursuant to section 170(h) of the Internal Revenue Code, as amended, and as may be approved and accepted by the Town. All designated open space areas shall be conserved in a

ORDINANCE NO. _____

Page 2

recorded conservation easement as applicable prior to Planning and Zoning Commission approval of the first record plat within the development. The final Open Space Management Plan (OSMP) shall conform with the following:

- a. Be submitted and approved by the Town prior to the submittal of the first record plat within the development.
 - b. Be recorded in the deed records of Denton County Texas as a restriction running with the land prior to the submittal of the first record plat within the development.
 - c. Substantially conform to the draft OSMP submitted to the Planning and Zoning Commission for consideration of the Zoning application (ZPD 16-0007) and identified as Attachment B3 of the agenda item.
2. All landscaping, trails and open space shall be in conformance with Exhibit "D", the Conceptual Landscape Plan.
 3. The development of PD-149 is subject to the approved Environmental Protection Plan.
- D. House Pad Benching. Developer shall prepare and submit a complete subdivision design including general grading with approximate pad elevations and drainage plans in accordance with the Engineering Design Criteria and Construction Standards. The grading and drainage within Serenity and along the perimeter of all lots within each phase of the development shall be complete prior to final acceptance of that phase of the development by the Town. The approximate pad elevations for the lots within the development shall be included in the subdivision design plans but are not required to be "benched" prior to the Town's final acceptance of the overall development.
1. Developer agrees that for each lot that is not being benched, as identified herein-above, prior to the issuance of the building permit for the home on that particular lot the following will occur:
 - a. Developer shall retain a professional licensed engineer to design plans for the review and approval of any modification in the benching data for each and every lot identified herein as well as any design modifications required to address changes in drainage flows, velocities and direction that deviate from the original approved plans and prepare and submit any proposed revisions to the Town for approval prior to the issuance of the building permit for that particular home;
 - b. Erosion control measures including silt fencing, check dam, bar ditch and storm water pipe system cleaning shall be performed on a routine basis as needed and no less frequently than at least one time every six months or more frequently as may be required and directed by the Town Manager or his designee;

ORDINANCE NO. _____

Page 3

- c. Developer shall be responsible for weekly monitoring, clean-up and removal of construction debris, waste and litter that is dumped, accumulates or is otherwise stockpiled within the development;
 - d. Developer shall remove check dams and silt fencing as appropriate and in accordance with best management practices after all pad sites within the phase have been benched and stabilized and a final phase inspection of the newly benched pad sites has been performed and approved by the Town.
- E. Exceptions to Topographic Slope Protection: An exception to Section 98-147, Topographical Slope Protection is granted; however, the developer shall provide detailed drawings that illustrate the impact of the proposed development on the natural topography and the manner by which the development is integrated into, reflects and maintains the overall integrity of the natural topography with subsequent record plat applications. In addition, the developer shall conform with the following requirements with subsequent record plat applications:
 - 1. The identification of those specific Best Management Practices (“BMPs”) that will be used to maintain and responsibly integrate the development into the natural topography together with an explanation regarding their use within the plans for such development. The BMPs to be used shall include, but are not limited to, those BMPs found within the Town’s Engineering Design and Construction Standards.
 - 2. While recognized as a potential BMP, the use of retaining walls should be kept to a minimum. Any retaining wall four foot (4’) or greater in height shall be designed by a professional engineer licensed by the State of Texas.

OPEN SPACE MANAGEMENT PLAN

Planned Development District 149 (PD-149)

Serenity Flower Mound

Property Description

As set forth in the Open Space Plan (Exhibit “A”) hereto, which is hereby incorporated herein by reference for all purposes.

As set forth in the Landscape Plan (Exhibit “B”) hereto, which is hereby incorporated herein by reference for all purposes.

Present Condition of the Property

The natural characteristics of the Property will be outlined in a report (Exhibit “C”) completed on July 26, 2017 (the “EPP”), by GES Groundwater & Environmental Services, Inc.

Introduction

It is our plan for the Home Owners Association (HOA) Board of Directors in conjunction with an ISA Certified Arborist to manage the Open Space related to the Serenity Flower Mound project. There are 4 open space lots consisting of 15.26 acres with approximately 9.17 acres remaining in its natural state per our EPP. This is considered a small parcel of land to be dedicated to a Land Trust for a Conservation Easement. However, we are speaking with a Land Trust Company about their willingness to partner with us relating to the donation of a Conservation Easement over the subject tract of land.

Purpose

The purpose of the preservation of open space includes but is not limited to one or more of the following:

- Retaining or protecting the relatively natural habitat of wildlife, plants, and similar ecosystems on the Property;
- Protecting natural resources, maintaining or enhancing air and water quality;
- Preserving the historical, architectural, archaeological, or cultural aspects of the Property;
- Preserving the open space characteristic of Property pursuant to The Town of Flower Mound’s Master Plan 2001 (including, but not limited to, the Land Use Plan for the “Cross Timbers Conservation Development District”),

Open Space Plan, SMARTGrowth Management Plan, Land Development Regulations governing the Cross Timbers Conservation Developments, and Planned Development District No. 149;

- Permitting the Property (as suitable) for non-intensive outdoor recreation by the public, including hiking, horseback riding, nature observation, and enjoyment of open space, all in accordance with applicable laws and regulations.
- Land in its natural state requires little to no maintenance and carry minimal costs for maintenance.

Prohibited Activities

Any activity on, or use of, the Property inconsistent with the purpose of the open space is prohibited. The Property shall be preserved, to the extent practicable, in its natural condition and restricted from any development that would impair or interfere with the values of the Property. Without limiting the following activities and uses are expressly prohibited, restricted, or reserved as indicated hereunder:

Vegetation: There shall be no large-scale removing, destroying, cutting, trimming, burning, harming, or altering of any vegetation, or disturbing or changing in any way the natural habitat existing on the Property after the Final Acceptance Date by the Town. The use of pesticides, biocides, insecticides, fungicides, rodenticides, and herbicides on the Property shall be limited so as to preserve the natural characteristics of the Property. The use of such products and/or mowing of the Property, as necessary to control pests or vermin, may be allowed. Mowing and/or trimming may be conducted along boundary lines to allow access for maintenance. If any trails are constructed on the Property, trail boundaries may be maintained through trimming or mowing. In the event that vegetation must be altered in order to or remedy a condition which presents a danger to persons, such alterations shall be allowed, notwithstanding the foregoing.

Uses: No commercial, residential or industrial activity shall be conducted upon the Property. There shall be no storing or dumping of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery, hazardous or toxic substances or waste, or any placement of underground or above ground storage tanks or other materials on the Property that may negatively impact or be detrimental to the Property or to the surface or subsurface waters of the Property. Livestock animals shall not be allowed on the Property.

Topography: After the Final Acceptance Date by the Town, there shall be no change in the topography of the Property. There shall be no filling, excavating,

grading, dredging, mining or drilling upon the Property. There shall be no removing of topsoil, peat, sand, gravel, rock, minerals or other materials from the Property.

Soil or Water Degradation: After the Final Acceptance Date by the Town, there shall be no use of or the conducting of any activity on the Property that is likely to cause soil degradation, erosion, depletion or pollution of, or siltation on, any surface or subsurface waters of the Property, and there shall be no change to the surface or subsurface hydrology of the Property.

Construction: There shall be no constructing or placing of any building, mobile home, asphalt or concrete pavement, permanent billboard or other advertising display, antenna, utility pole, tower, conduit, line, pier, landing, dock, or any other temporary or permanent structure or facility or any other man-made structures on the Property.

Roads: There shall be no construction of new roads on the Property or any enlargement, widening, or modification to any existing roads on the Property.

Waters: There shall be no polluting, altering, manipulating, depleting or extracting of surface or subsurface water (including, but not limited to, ponds, creeks or other water courses) or any other water bodies on the Property. There shall be no conducting or allowing any entity or person to conduct activities on the Property that would be detrimental to water purity or that alter the natural water level or flow in or over the Property (including, but not limited to, damming, dredging or construction in any free flowing water body, nor any manipulation or alteration of natural water courses, fresh water lake and pond shores, marshes or other water bodies).

Vehicles: After the Final Acceptance Date by the Town, and subject to compliance with the Americans with Disabilities Act, there shall be no operating or allowing the operation of any motorized vehicles on the Property.

Easements: There shall be no new easements on, over, under, across, along or through the Property, including, but not limited to, access easements and utility easements provided.

Signage: No permanent signage shall be permitted on or over the Property, except the posting of no trespassing signs, signs giving directions or proscribing rules and regulations for use of the Property and/or signs identifying the purpose of the

preserved property. Until the sale of the last of the lots owned by developer in the Serenity Flower Mound subdivision, the developer or his designee may place “For Sale” signs on the Property, provided that the total number of such signs does not exceed the total number of such lots owned by the developer.

Duration

Perpetual.

General Provisions

(l) Amendment.

1. Maintenance of Common Areas:

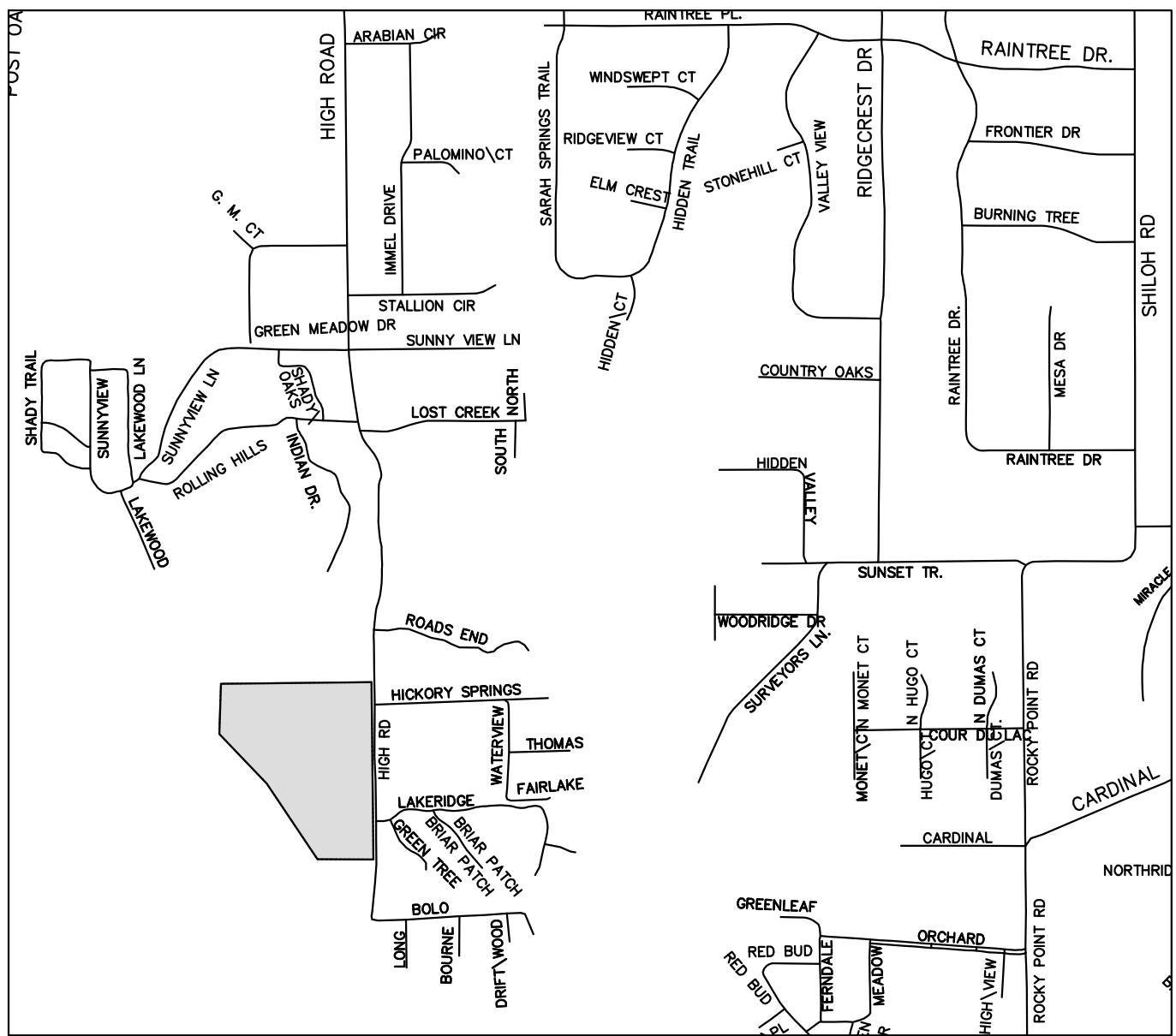
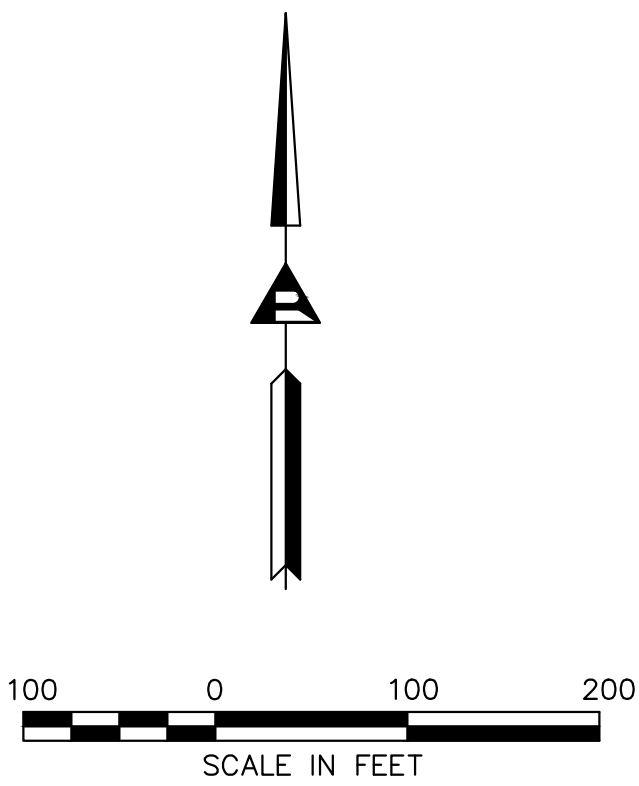
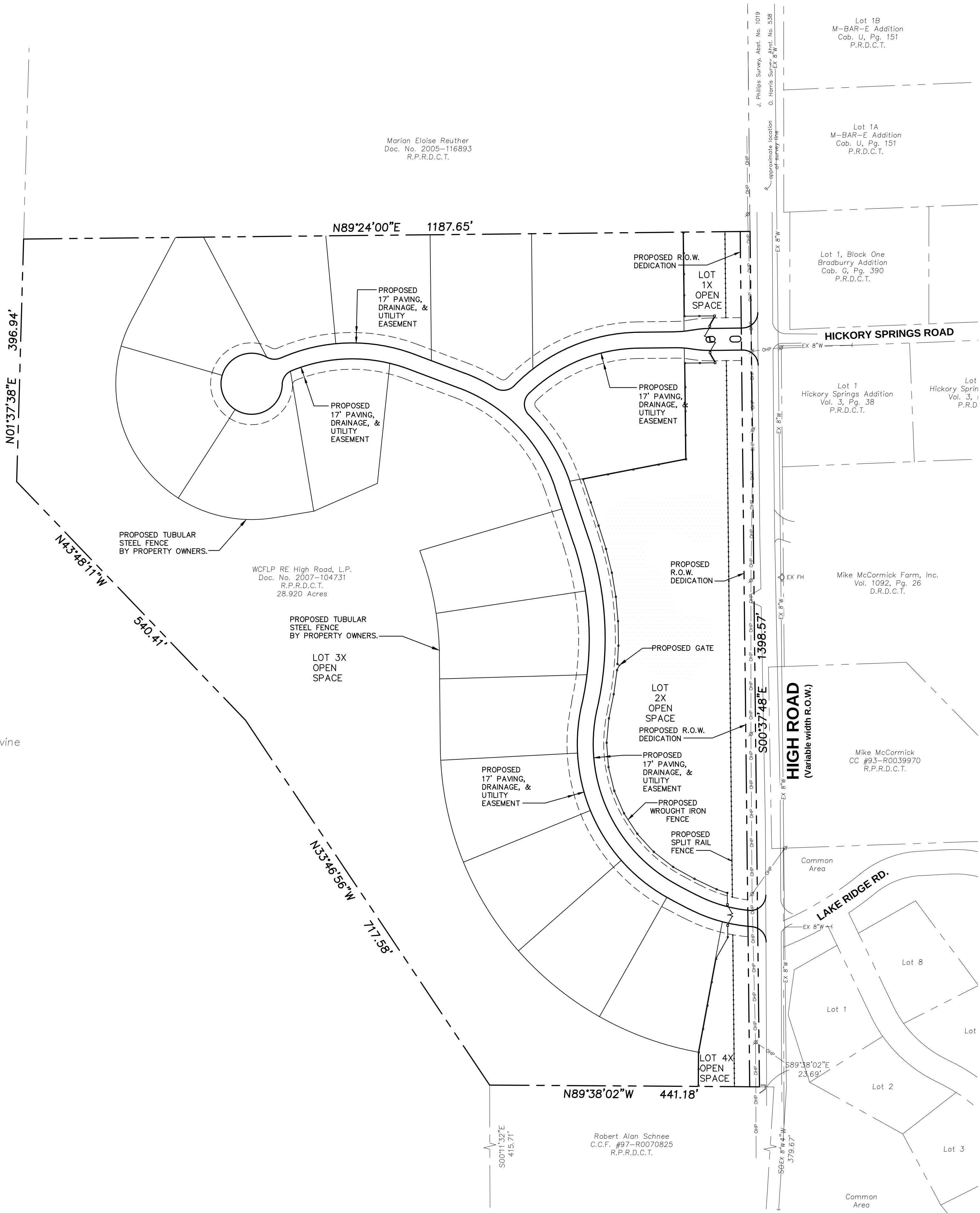
- a. All Common Areas (X-Lots) are to be conveyed to the Homeowners Association (HOA) by the Developer. The HOA will be established by the Developer as a Nonprofit Corporation. The members will be the Serenity Flower Mound lot owners with one (1) vote for each Lot Owner in all matters. The initial Board of Directors will be appointed by the developer. Once the Serenity Flower Mound community is 80% complete (12 homes occupied), a Board of Directors will be elected by the Homeowners to manage and oversee the business and all other matters of the HOA, including the conservation (Open Space) requirements of the Town.
- b. The structure and guidelines for the HOA will be defined by the Dedications and Restrictions (Deed Restrictions), which will be recorded by the Developer after the Final Plat is approved, as required by the Town. The Covenants, Conditions and Restrictions shall set forth all enforcement guidelines.
- c. The maintenance and management of the Common Areas (X-Lots) will be the responsibility of the HOA Board of Directors. The Common Areas (X-Lots) and their care will be as follows:
- d. Woodland/Open Space (X-Lots)
 1. Lot 1X, 2X and 3X Landscape Buffer to be maintained by the HOA during regular maintenance, and on an as needed basis.
 2. Lot 1X, 2X and 3X excluding Landscape Buffer to remain in its natural state and mowed approximately 2 to 3 times per year as determined by the HOA.
 3. Lot 3X, to remain in its natural state.
- e. Bar Ditches in Open Space
 1. Bar ditches in Lot 1X, 2X and 4X to be maintained by the HOA during regular maintenance.

- f. Drainage Culverts in Open Space
 - 1. All Drainage culverts in open space to be maintained by the HOA during regular maintenance.
- g. Fencing in Open Space
 - 1. Lot 1X, 2X and 4X to be maintained by the HOA during regular maintenance.
- h. Masonry Entry Feature in Open Space
 - 1. All masonry features in open space to be maintained by the HOA during regular maintenance.

All open space areas may be either; Placed under a Conservation Easement to be supervised by a Licensed or Certified Conservator, or managed by the HOA Board of Directors. The HOA Board of Directors must be under the direction of a licensed ISA Certified Arborist.

The HOA will fulfill the conservation covenants as provided in the deed restrictions.

EXHIBIT “A” Open Space Plan



DEVELOPMENT DATA	
PROPOSED USE:	SINGLE FAMILY RESIDENTIAL
CURRENT ZONING:	AGRICULTURAL
PROPOSED BASE ZONING:	SF-30
TOTAL LAND AREA:	±28.92 ACRES
MINIMUM LOT SIZE:	30,000 S.F.
MAXIMUM LOT SIZE:	43,818 S.F.
AVERAGE LOT SIZE:	32,265 S.F.
TOTAL AREA OF LOTS =	11.85 AC. 40.98%
TOTAL AREA OF OPEN SPACE =	15.263 AC. 53.72%

LEGEND	
—	LOT LINE
D.R.D.C.T.	DEED RECORDS, DENTON COUNTY, TEXAS
P.R.D.C.T.	PLAT RECORDS, DENTON COUNTY, TEXAS
R.P.R.D.C.T.	REPLAT RECORD DENTON COUNTY, TEXAS
- - -	PROPERTY BOUNDARY
- - -	ADJACENT PROPERTY BOUNDARY
- - -	PROPOSED R.O.W.
- - -	PROPOSED EDGE OF PAVEMENT

PROJECT DATA TABLE	
GROSS SITE AREA	28.92 ACRES
PROPOSED USE	SINGLE FAMILY RES.
CURRENT ZONING	AGRICULTURAL
PROPOSED BASE ZONING	SF-30
EXTERNAL/COLLECTOR RIGHT-OF-WAY	
HIGH ROAD	0.513 ACRES
TOTAL RIGHT-OF-WAY	0.513 ACRES
OPEN SPACE	
PRIVATE OPEN SPACE LOTS	15.263 ACRES
TOTAL OPEN SPACE	15.263 ACRES
PROPOSED LOTS	
RESIDENTIAL	16 LOTS
RESIDENTIAL LOTS AREA	11.85 ACRES
MIN. RESIDENTIAL LOT SIZE	30,000 S.F.
MAX. RESIDENTIAL LOT SIZE	43,818 S.F.
AVG. RESIDENTIAL LOTS SIZE	32,265 S.F.
PRIVATE OPEN SPACE	4 LOTS
TOTAL ALL LOTS	20 LOTS

AREA DATA TABLE	
GROSS SITE AREA	28.92 ACRES
HIGH RD. R.O.W. DEDICATION	0.513 ACRES
TOTAL R.O.W. DEDICATION	0.513 ACRES
NET SITE AREA	28.407 ACRES
TOTAL OPEN SPACE AREA	15.263 ACRES (53.73%)

OPEN SPACE LOT TABLE	
PRIVATE OPEN SPACE LOTS:	
LOT 1X	0.341 ACRES
LOT 2X	4.132 ACRES
LOT 3X	10.379 ACRES
LOT 4X	0.411 ACRES
TOTAL PRIVATE OPEN SPACE AREA	15.263 ACRES
TOTAL OPEN SPACE AREA	15.263 ACRES

OWNER:
(1) WCFLLP RE HIGH RD P
14241 Dallas Pkwy Ste. 800
Dallas, TX 75254-2919

SERENITY
Residential Subdivision
28.920 acres
in the
J. Phillips Survey, Abst. No. 1019
in the
Town of Flower Mound
Denton County, Texas

Serenity
RESIDENTIAL SUBDIVISION
FLOWER MOUND, TEXAS

OPEN SPACE PLAN

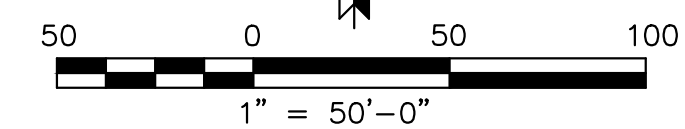
Scale: 1" = 100'
Designed by: LDR
Drawn by: JWH
Checked by: TAL
Date: OCTOBER 2, 2017
Project No. 035-023

SHEET
1

Ridinger Associates, Inc.
Civil Engineers - Planners
Firm No. 1969
550 S. Edmonds Lane, Suite 101
Lewisville, Texas 75067
Tel. No. (972) 353-8000
Fax No. (972) 353-8011

No.	Date	Revisions	App.

EXHIBIT “B”
CONCEPTUAL LANDSCAPE PLAN



No.2	9-25-17	Revised Per Town	Comments	
No.1	8-28-17	Revised ROW		App:

**Ridinger
Associates, Inc.**
Civil Engineers - Planners

 Firm No. 1969
550 S. Edmonds Lane, Suite 101
Tulsa, Oklahoma 74106
Tel. No. (918) 353-8000
Tel. No. (918) 354-8000

Serenity
RESIDENTIAL SUBDIVISION
FLOWER MOUND, TEXAS

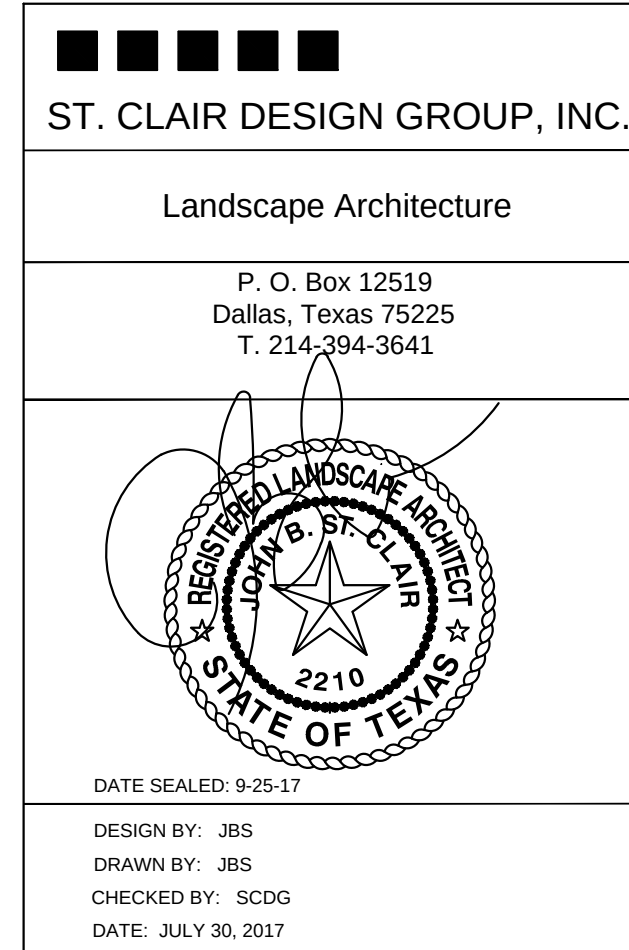
CONCEPTUAL LANDSCAPE PLAN

Scale: 1" = 50' - 0"
Designed by: JBS
Drawn by: JBS
Checked by: SCDG
Date: JULY 30, 2017
Project No. 035-023

SHEET
LP-1

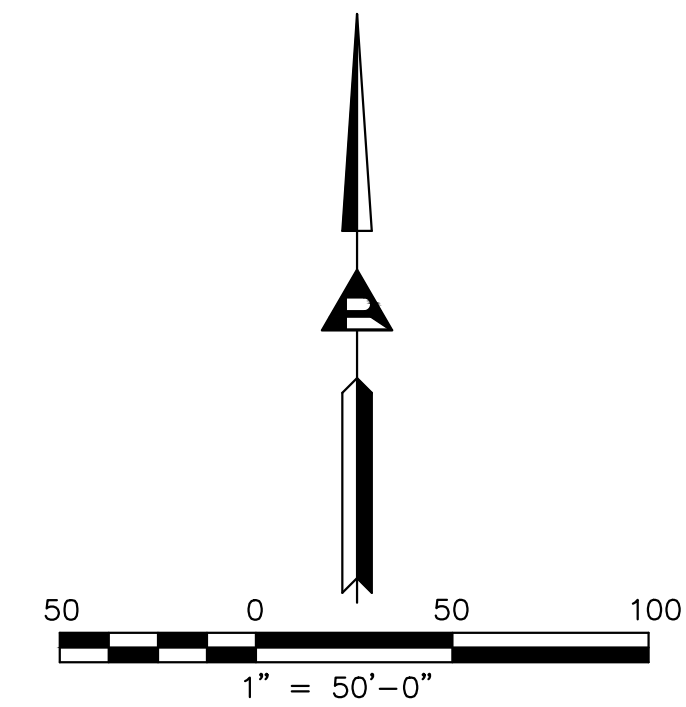
LEGEND

-  DENOTES PROPOSED OPEN SPACE
 ALL EXISTING SPECIMEN TREES TO REMAIN-REF. TO TREE SURVEY
 BUR OAK
 CEDAR ELM
 TEXAS ASH
 LIVE OAK
 RED OAK
 NATCHEZ CRAPE MYRTLE
 TEXAS SAGE
 HAMELIN GRASS
 SEASONAL COLOR



CONCEPTUAL
LANDSCAPE PLAN
Serenity
Residential Subdivision
28.920 acres
in the
J. Phillips Survey, Abst. No. 1019
in the
Town of Flower Mound
Denton County, Texas
EXHIBIT B

STREET LANDSCAPE BUFFER			
STANDARD	REQUIRED BUFFER	PROVIDED	
HIGH ROAD	25 FT.	25 FT.	
STREET BUFFER TREES			
STANDARD 1 PER 30 L.F.	STREET FRONTAGE (LINEAR FEET)	REQUIRED	PROVIDED
HIGH ROAD	1,336.36 LF	45 TREES	45 TREES



No.2	9-25-17	Revised Per Town Comments		
No.1	8-28-17	Revised ROW	App.	

**Ridinger
Associates, Inc.**
Civil Engineers - Planners

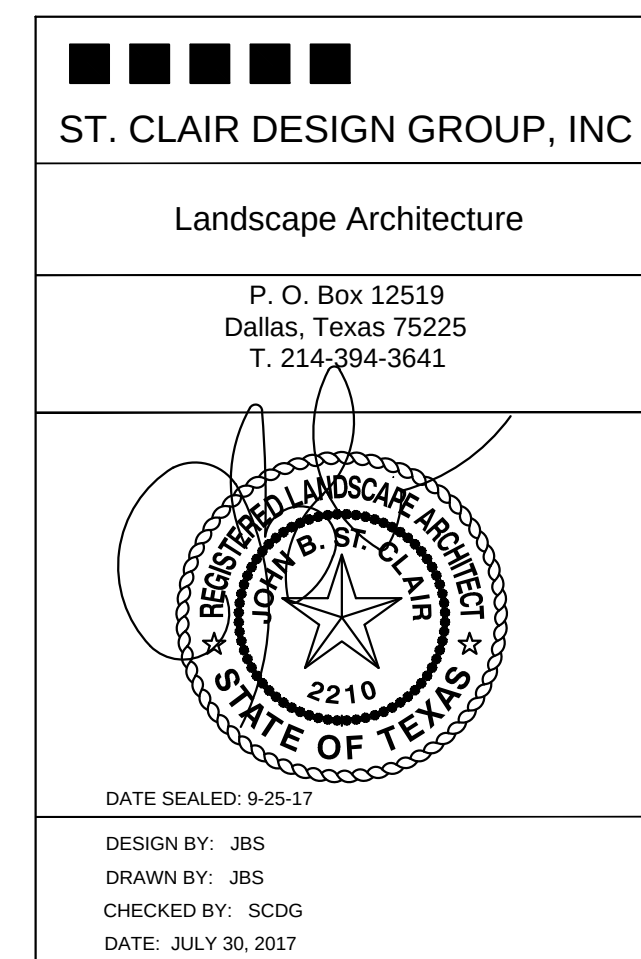
 Firm No. 1969
550 S. Edmonds Lane, Suite 101
Lewisville, Texas 75067
Tel. No. (972) 353-8000
Fax No. (972) 353-8011

Serenity
RESENTIAL SUBDIVISION
FLOWER MOUND, TEXAS

CONCEPTUAL LANDSCAPE PLAN

Scale: 1" = 50' - 0"
Designed by: JBS
Drawn by: JBS
Checked by: SCDG
Date: JULY 30, 2017
Project No. 035-023

SHEET
LP-2



CONCEPTUAL
LANDSCAPE PLAN
SERENITY
Residential Subdivision
28.920 acres
in the
J. Phillips Survey, Abst. No. 1019
in the
Town of Flower Mound
Denton County, Texas
EXHIBIT B

See Attachment B(4) for Complete Environmental Protection Plan

EXHIBIT “C”
EPP

February 15, 2017
Revised July 26, 2017

Dale Ridinger, President
Ridinger Associates
550 S. Edmonds Lane, Suite 101
Lewisville, TX 75067

Subject: Environmental Protection Plan for the Proposed Serenity Development, Flower Mound, Texas

Dear Mr. Ridinger:

This Environmental Protection Plan (EPP) was prepared to satisfy the Town of Flower Mound (Town) development requirements for the proposed residential development in Flower Mound (Proposed Serenity Development). The project site is an approximately 29-acre tract of mostly undeveloped grassland with wooded riparian corridors along the drainage features on site with areas of hay production located within a developing area of Flower Mound. The property is located west of High Road, near its southern terminus in Flower Mound, Denton County, Texas (**Figure 1**). This EPP summarizes a survey performed to identify Environmentally Sensitive Areas (ESAs) potentially present on the property. This EPP was developed in accordance with the Town of Flower Mound SMARTGrowth Program, Category E (6) Environmental Quality.

Site Description

On December 8, 2016, John Kemmey of GES (formerly KBA EnviroScience, Ltd.), performed a site investigation of the proposed development property to assess environmental features, and to determine whether there are any ESAs, as described in the SMARTGrowth Program, located on site. On February 10, 2017, Jose Alvarez of KBA performed a follow up site visit to determine the presence of prairie habitat. The proposed development design is provided as **Figure 2**.

The majority of the site is undeveloped grassland with wooded riparian corridors along the drainage features on site. The northeastern and east-central portions of the site are in hay production. Vegetation on the site is dominated by upland grasses and forbs including *Baptisia australis* (wild blue indigo), *Bouteloua dactyloides* (buffalograss), *Bromus arvensis* (field brome), *Celtis laevigata* (hackberry), *Digitaria ciliaris* (southern crabgrass), *Gutierrezia sarothrae* (broomweed), *Ilex vomitoria* (yaupon holly), *Juniperus virginiana* (eastern red cedar), *Ligustrum* sp. (privet), *Prosopis glandulosa* (honey mesquite), *Ailanthus altissima* (tree of heaven), *Quercus marilandica* (blackjack oak), *Quercus stellata* (post oak), *Schizachyrium scoparium* (little bluestem), *Smilax bona-nox* (greenbrier), *Solanum elaeagnifolium* (silver leaf nightshade), *Solidago* sp. (goldenrod), and *Sporobolus pyramidatus* (whorled dropseed).

One ephemeral stream originates on site in the northwestern portion of the site and flows west, eventually flowing into Lake Grapevine off site to the west. (**Figure 3**).

Soils onsite consist of clay. Elevation of the project area ranges from 560 to 640 feet above mean sea level (msl) as indicated on the USGS topographic map (USGS 2014) (**Figure 4**).

A review of the US Fish and Wildlife Service National Wetland Inventory (NWI) Map (**Figure 5**), shows surface waters regardless of their federal or state jurisdiction. The NWI map that includes this site (USFWS 2014) depicts no features on the project site.

Habitat Evaluation

A habitat evaluation was conducted to assess the presence, or likely presence, of federal and state-listed threatened or endangered species potentially occurring at the site. A protected species list for Denton County was obtained from the United States Fish and Wildlife Service (USFWS) and Texas Parks and Wildlife Department (TPWD) prior to the site visits. The evaluation considered the habitat provided by the site compared to the location of critical habitat and habitat preferences of the listed species.

There are fourteen species designated by the USFWS and/or the TPWD as threatened or endangered species in Denton County, as shown in **Table 1**.

Table 1: Federal and State-Listed Threatened and Endangered Species Potentially Present in Denton County, Texas

Species (Scientific Name) Federal, State Status	Species Habitat Description	Habitat Present	Effect	Pertinent Information
Peregrine Falcon (<i>Falco peregrinus anatum</i> and <i>Falco peregrinus tundrius</i>) --,T	Both subspecies migrate across the state from more northern breeding areas in US and Canada to winter along coast and farther south; subspecies (<i>F. p. anatum</i>) is also a resident breeder in west Texas; the two subspecies' listing statuses differ, <i>F.p. tundrius</i> is no longer listed in Texas; but because the subspecies are not easily distinguishable at a distance, reference is generally made only to the species level.	Yes	No	Species could potentially utilize the site temporarily during migration but is unlikely to be affected by the proposed project.
Bald Eagle (<i>Haliaeetus leucocephalus</i>) --, T	Found primarily near rivers and large lakes; nests in tall trees or on cliffs near water; communally roosts, especially in winter; hunts live prey, scavenges, and pirates food from other birds	No	No	Although no large lakes are located on the property, Lake Grapevine is adjacent to the west of the property. However, the site is too close to human activity to be attractive to this species.

Species (Scientific Name) Federal, State Status	Species Habitat Description	Habitat Present	Effect	Pertinent Information
Least Terns (<i>Sterna antillarum</i>) E, --	Migratory and breed along the river systems of Texas, especially the Red and Rio Grande River systems. Most often seen on sandbars in rivers and lakes or on pond edges free of vegetation, but may also breed on man-made structures such as water treatment plants. The birds nest in Texas during May through August, and winter in Central and South America.	No	No	Conditional species, adversely affected with conditions or activities related to wind energy projects. Current project not wind energy related. No sandbars on ponds or rivers are present on site.
Piping Plover (<i>Charadrius melodus</i>) T, --	Breeding area extends along the eastern coast of the United States south to southern Texas and includes the Great Lakes region, the northern Midwestern states, and south central Canada. The Piping Plover winters along the eastern Mexico coast. Piping Plovers nest on sandy beaches along the ocean or inland lakes; bare to sparsely vegetated areas on dredge-created and natural alluvial islands in rivers; gravel pits along rivers; and salt-encrusted bare areas of sand, gravel, or pebbly mud on alkaline interior lakes and ponds.	No	No	Conditional species, adversely affected with conditions or activities related to wind energy projects. Current project not wind energy related. No sandy beaches are located on site.
Red Knot (<i>Calidris canutus rufa</i>) T, --	Migratory and may stopover in gulf coast. Breeding habitat consist of slightly vegetated land in tundra. Wintering habitats consist of large sandy tidal flats and coastlines.	No	No	Conditional species, adversely affected with conditions or activities related to wind energy projects. Current project not wind energy related. No sandy tidal flats or coastlines are located on site.
White-faced Ibis (<i>Plegadis chihi</i>) --, T	Prefers freshwater marshes, sloughs, and irrigated rice fields, but will attend brackish and saltwater habitats; nests in marshes, in low trees, on the ground in bulrushes or reeds, or on floating mats.	No	No	No wetlands are located on site.
Whooping Crane (<i>Grus americana</i>) E, E	Potential migrant via plains throughout most of the state to coast; winters in coastal marshes of Aransas, Calhoun, and Refugio counties.	No	No	No large expansive wetland located on site to provide adequate habitat.
Wood Stork (<i>Mycteria americana</i>) --, T	Forages in prairie ponds, flooded pastures or fields, ditches, and other shallow standing water, including salt-water; usually roosts communally in tall snags, sometimes in association with other wading	No	No	No habitat conducive to this species is located on the site.

Species (Scientific Name) Federal, State Status	Species Habitat Description	Habitat Present	Effect	Pertinent Information
	birds (i.e. active heronries); breeds in Mexico and birds move into Gulf States in search of mud flats and other wetlands, even those associated with forested areas; formerly nested in Texas, but no breeding records since 1960.			
Red wolf (<i>Canis rufus</i>) E, E	Extirpated; formerly known throughout eastern half of the state in brushy and forested areas, as well as coastal prairies	No	No	Extirpated in Texas.
Louisiana pigtoe (<i>Pleurobema riddellii</i>) --, T	Streams and moderate-size rivers, usually flowing water on substrates of mud, sand, and gravel; not generally known from impoundments; Sabine, Neches, and Trinity (historic) River basins	No	No	Ephemeral channel on site not conducive to bivalves. Extirpated in Trinity Basin.
Sandbank pocketbook (<i>Lampsilis satura</i>) --, T	Small to large rivers with moderate flows and swift current on gravel, gravel sand, and sand bottoms; east Texas, sulfur through San Jacinto River Basins; Neches River	No	No	Ephemeral channel on site not conducive to bivalves.
Texas heelpitter (<i>Potamilus amphichaenus</i>) --, T	Found in flowing water, but not necessarily in riffles and shoals. It prefers quiet waters in mud or sand in small to medium rivers and reservoirs. Sabine, Neches, and Trinity River basins	No	No	Ephemeral channel on site not conducive to bivalves
Texas Horned Lizard (<i>Phrynosoma cornutum</i>) --, T	Open, arid and semi-arid regions with sparse vegetation, including grass, cactus, scattered brush or scrubby trees; soil may vary in texture from sandy to rocky. Feeds on harvester ants.	No	No	No habitat or harvester ants found on site.
Timber/Canebrake rattlesnake (<i>Crotalus horridus</i>) --, T	Swamps, floodplains, upland pine and deciduous woodlands, riparian zones, abandoned farmland; limestone bluffs, sandy soil or black clay, prefers dense ground cover, i.e. grapevines or palmetto	Yes	No	Woodlands, riparian forest, and dense ground cover are present on the western portion of the site. However, habitat on project site not unique. Surrounding, undeveloped properties provide similar habitat.

E = Endangered; T = Threatened

Based on the site visit, it is GES's opinion that the site offers potential habitat for the following threatened or endangered species:

- Peregrine Falcon (TPWD "threatened"), potential migrant;
- Timber/Canebrake rattlesnake (TPWD "threatened"), potential resident

None of the species identified as potentially inhabiting or feeding on the site were observed on the site and no field observations indicate their presence. Although the site offers potential habitat for the above-noted species, habitat on the project site is not unique in the area and surrounding, undeveloped land provides similar habitat. Therefore, the project is not likely to negatively affect the listed species potentially present in Denton County.

Environmentally Sensitive Areas

GES (formerly KBA) conducted a desktop analysis and field verification of the site and identified the following ESAs on the site:

Upland Habitat

The Town defines upland habitat as:

“Areas, a minimum of ten (10) acres in size, equal to or exceeding 50 trees per acre, which contain a predominate matrix of tree species identified in the Town’s Protected Tree List. Any tree species that makes up over thirty percent (30%) of the population within a complex is considered to be the predominate species.”

GES (formerly KBA) identified upland habitat in the western portion of the property. The upland habitat consisted of over 10 contiguous acres of forested land that contained greater than 50 trees per acre that was dominated by trees on the Town's Protected Species List. The site contains approximately 14.94 acres of upland habitat (**Figure 6**).

The upland habitat included *Baptisia australis* (wild blue indigo), *Bromus arvensis* (field brome), *Celtis laevigata* (hackberry), *Digitaria ciliaris* (southern crabgrass), *Gutierrezia sarothrae* (broomweed), *Ilex vomitoria* (yaupon holly), *Juniperus virginiana* (eastern red cedar), *Ligustrum* sp. (privet), *Prosopis glandulosa* (honey mesquite), *Quercus marilandica* (blackjack oak), *Quercus stellata* (post oak), *Schizachyrium scoparium* (little bluestem), *Smilax bona-nox* (greenbrier), and *Solidago* sp. (goldenrod). The vegetation observed appeared to be in good health.

Based on the vegetation present, this area is considered an ESA by the Town’s definition of upland habitat. Although there is approximately 14.94 acres of upland habitat on site, only 5.48 acres will be impacted by residential lots in the development and another 0.29 acres will be impacted by the Town-required roads. The remaining 9.17 acres of upland habitat will be preserved (Figure 5).

Riparian Habitat

The Town defines riparian habit as:

“Areas designated within the FEMA 100-year floodplain or interconnected and adjacent to wetland, tree and understory vegetation and including significant stands of predominately native water related habitat. These areas include wetlands.”

GES (formerly KBA) identified riparian habitat in the northwestern portion of the property along the western property boundary associated with the FEMA 100-year floodplain located in that area. The site contains approximately 0.38 acres of riparian habitat (**Figure 7**). Based on the vegetation present and its location, this area is considered an ESA by the Town's definition of riparian habitat. None of the riparian habitat will be impacted by the proposed development.

Prairie Habitat

The Town defines prairie habitat as:

"Areas designated as containing onsite predominate distributions of climax or mid-successional native grass species underlain by intact (non-eroded) prairie and savannah soil types."

The Town of Flower Mound's ESA Survey indicated that there are a few pocket prairies situated within the confines of the upland habitat area. The town notes that these areas are comprised of blue grama (*Bouteloua gracilis*), gayfeather (*Liatris* sp.), little bluestem (*Schizachyrium scoparium*), and Nuttall's wild indigo (*Baptisia nuttalliana*). A follow up GES site evaluation confirmed areas on site that meet the definition of prairie habitat as well as areas that appeared to be dominated by *Bromus arvensis* (field brome) and *Gutierrezia sarothrae* (broomweed). GES delineated prairie habitat based on the presence of little bluestem and gayfeather. GES concludes 0.18 acres of prairie habitat are located on the site. The proposed development will impact all 0.18 acres of prairie habitat (Figure 6).

Waters of the State

The Town defines waters of the State as:

"Groundwater, percolating or otherwise, lakes, bays, ponds, impounding reservoirs, springs, rivers, streams, creeks, estuaries, marshes, inlets, canals, the Gulf of Mexico, inside the territorial limits of the state, and all other bodies of surface water, natural or artificial, inland or coastal, fresh or salt, navigable or nonnavigable, and including the beds and banks of all watercourses and banks of all watercourses and bodies of surface water, that are wholly or partially inside or bordering the state or inside the jurisdiction of the state."

GES (formerly KBA) performed a jurisdictional determination of wetlands and other "waters of the United States" (as defined by the Clean Water Act) for the project. An ephemeral stream (Stream A) is located in the northwestern portion of the site (Figure 3). The stream is jurisdictional and is considered Waters of the State, and is therefore an ESA by the Town. Approximately 279 linear feet of ephemeral stream is proposed to be impacted by the development (**Figure 8**).

Developed Floodplain

The Town defines developed floodplain as:

“Any area defined as a floodplain within the FEMA 100-year floodplain and which has been channelized or the land within these areas have been graded, filled, or otherwise disturbed.”

The majority of the project site is located within “Zone X,” an area determined to be outside the 500-year floodplain, as mapped by the Federal Emergency Management Agency (FEMA) (Flood Insurance Rate Map Q3 Digital Data). The extreme northwest corner of the site is shown as being in “Zone AE”, areas that have a 1% probability of flooding every year (also known as the “100-year floodplain”), and where predicted flood water elevations above mean sea level have been established, as mapped by FEMA. A map showing the limits of Zone AE and Zone X is included as **Figure 9**. The FEMA-mapped 100-year floodplain area located within the property totals approximately 0.38 acres; however, the floodplain will not be impacted by the proposed development (Figure 9).

Topographical Slope Protection

The Town of Flower Mound’s SmartGrowth Implementation manual states:

“No development application or project shall be approved that proposes development on any existing topographical slopes of twelve percent (12.0%) or greater, or that proposes to alter any existing topographical slopes that are less than twelve percent (12.0%) but equal to or greater than five percent (5.0%) (other than within five feet of the footprint of the proposed structure or structures).”

Several locations on the proposed Serenity residential development have been mapped by the Town as areas having between 5% and 12% topographic slopes (7.8 acres) and having greater than 12% slopes (9.3 acres). The areas with greater than 12% slopes are generally located along the western property boundary and in the west-central portion of the site (**Figure 10**). Areas with slopes of between 5% and 12% are generally in the northern portion of the site. These areas are considered an ESA by the Town and meet the criterion for topographic slope protection.

Approximately 5.1 acres with topographic slopes between 5% and 12% are proposed to be impacted by the development (Figure 10). Approximately 1.6 acres of areas with slopes of greater than 12% slopes are proposed to be impacted by the development. An exception for the 5.1 acres of impacted land that have topographic slopes between 5% and 12% and the 1.6 acres of impacted land that have topographic slopes greater than 12% slopes is being requested.

Proposed Development Plan

The proposed site plan calls for the property to be developed as a residential development. In an attempt to preserve the natural habitat on the proposed Serenity residential development, tree and vegetation removal will be limited to only those trees and natural vegetation that would be affected by the proposed construction of the onsite roads, utilities, and structures.

Several mitigation strategies are proposed to compensate for any permanent impacts to environmentally sensitive areas. Best Management Practices (BMPs) will also be employed to retain sediments and other pollutants onsite during construction activities. A figure showing the overall development plan and impacts to Town-defined ESAs is shown as Figure 5 and 9.

Mitigation Measures During Project Planning and Construction

The following mitigation measures will be employed throughout the planning and construction of the project:

- The development plan has been designed to preserve as many trees and natural vegetation as possible while still allowing an economically viable development.
- Approximately 0.38 acres of Town-defined Riparian Habitat exists on site. The proposed development plan has been designed to preserve all of this habitat.
- Approximately 14.94 acres of Town-defined Upland Habitat exists on the site. The development plan has been designed to preserve more than half of this habitat. Approximately 5.48 acres of upland habitat is proposed to be impacted by lots and another 0.29 acres of upland habitat is proposed to be impacted by town roads. Approximately 9.17 acres of upland habitat will be completely unimpacted by the proposed project. Mitigation for the 5.48 acres of upland habitat impacted by the development will be accomplished by the preservation of 9.17 acres of upland habitat.

The new Town's ordinance, Section 94-40, Item 4 clearly states that mitigation credits will be given for Upland and Riparian Habitat, based on each acre of protected habitat preserved.

- Approximately 0.18 acres of Town-defined Prairie Habitat exists on the site. The proposed development will impact all 0.18 acres of prairie habitat. Mitigation for the impacted prairie habitat will be accomplished by transplanting native prairie vegetation on site. In addition, native vegetation will be planted onsite where feasible. The remainder of the mitigation for prairie habitat impacts will be fulfilled by planting native vegetation at Lewisville Lake Environmental Learning Area (LLELA). The transplanted and replanted vegetation will result in no net loss of prairie vegetation.
- A portion of Stream A will be filled to allow for the development of residential lots. Any fill in jurisdictional waters will be authorized under a US Army Corps of Engineers Section 404 permit. Specifically, Nationwide Permit 29 will be utilized for the aforementioned fill activity.
- Although every attempt has been made to minimize the number of trees damaged or removed during development, some impacts to trees will occur. The removal of trees will be limited to stressed or dead trees, trees within the footprint of proposed structures and roads, and trees needed to be removed to level the building lots. To reduce impacts, roads will be constructed so as to minimize the number of trees

needing to be removed. Mitigation for the impact to trees that must be removed will include tree preservation (where possible), additional tree and other native vegetation plantings, habitat improvement projects, and green space preservation.

- No areas with topographic slopes between 5% and 12% will be altered unless they are within five feet of a proposed structure or an exception of this requirement is issued by the Town. An exception of this requirement is being requested for approximately 5.1 acres of land with slopes between 5% and 12%. An exception is also being requested for the impacts to 1.6 acres of land with slopes greater than 12%.
- Silt fencing will be installed and maintained in compliance with TCEQ Construction General Permit requirements. This structural feature will minimize sediments from entering the Town's storm sewer system.
- Silt fencing will be installed perpendicular to the direction of flow, especially along roadways and drainage/low elevation areas.
- Stabilized construction entrances will be installed at appropriate locations onsite. These structural features will reduce the risk of transporting mud or sediment onto the adjacent roads and other nearby roadways.
- Major soil disturbing activities will be sequenced to preserve existing vegetation.
- Storm water control devices will be installed to promote sedimentation onsite, limit runoff, and reduce the velocity of concentrated flows to reduce erosion and scouring to onsite and adjacent drainages.
- Storm water control devices will be maintained until stabilized disturbed areas have achieved final stabilization.
- Active migratory bird nesting areas will not be disturbed during site development. Although not anticipated, if a threatened or endangered species is encountered during site development, the USFWS and/or TPWD authorities will be contacted immediately.

Conclusions

Based on the site visit, ESA Survey performed by GES (formerly KBA), and proposed zoning for the site, GES concludes the following:

- The project site contains potentially suitable habitat for the Peregrine Falcon (*Falco peregrinus*) and the timber/canebrake rattlesnake (*Crotalus horridus*). Neither of these listed species were observed onsite. Potential habitat for these species does exist on site, however, the habitat on the project site is not unique and surrounding, undeveloped properties will provide adequate habitat to prevent negative impacts to these species.

- Town-defined Environmentally Sensitive Areas exist on the project site. Prairie habitat, upland habitat, riparian habitat, waters of the state, developed floodplain, and topographical slope protection areas have been identified on site. No other environmentally sensitive areas were observed on the site. Although some impacts to these areas are anticipated, mitigation measures that compensate for these impacts will be conducted.
- The project will strictly adhere to the Town's tree ordinance and other environmental mandates.

The proposed Serenity residential development will be designed to allow for the partial preservation of existing natural habitat. The preserved trees will provide an aesthetic value to the site and continue to provide habitat for a variety of biota including songbirds, mammals, reptiles, and insects.

Please let either of us know if additional information would be helpful.

Groundwater & Environmental Services, Inc.

Sincerely,

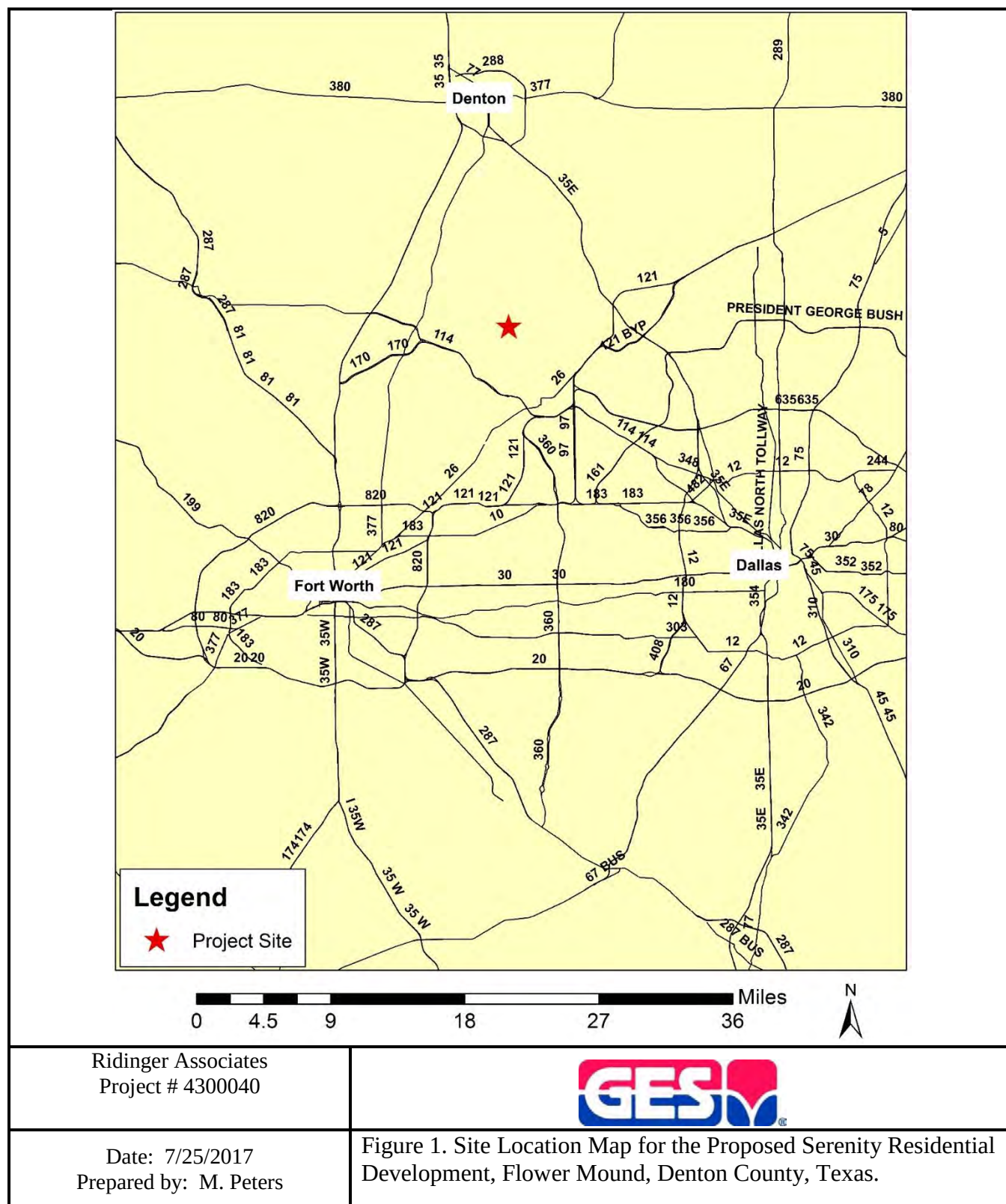
A handwritten signature in blue ink, appearing to read "Joe Schwartz", written over a light blue circular stamp.

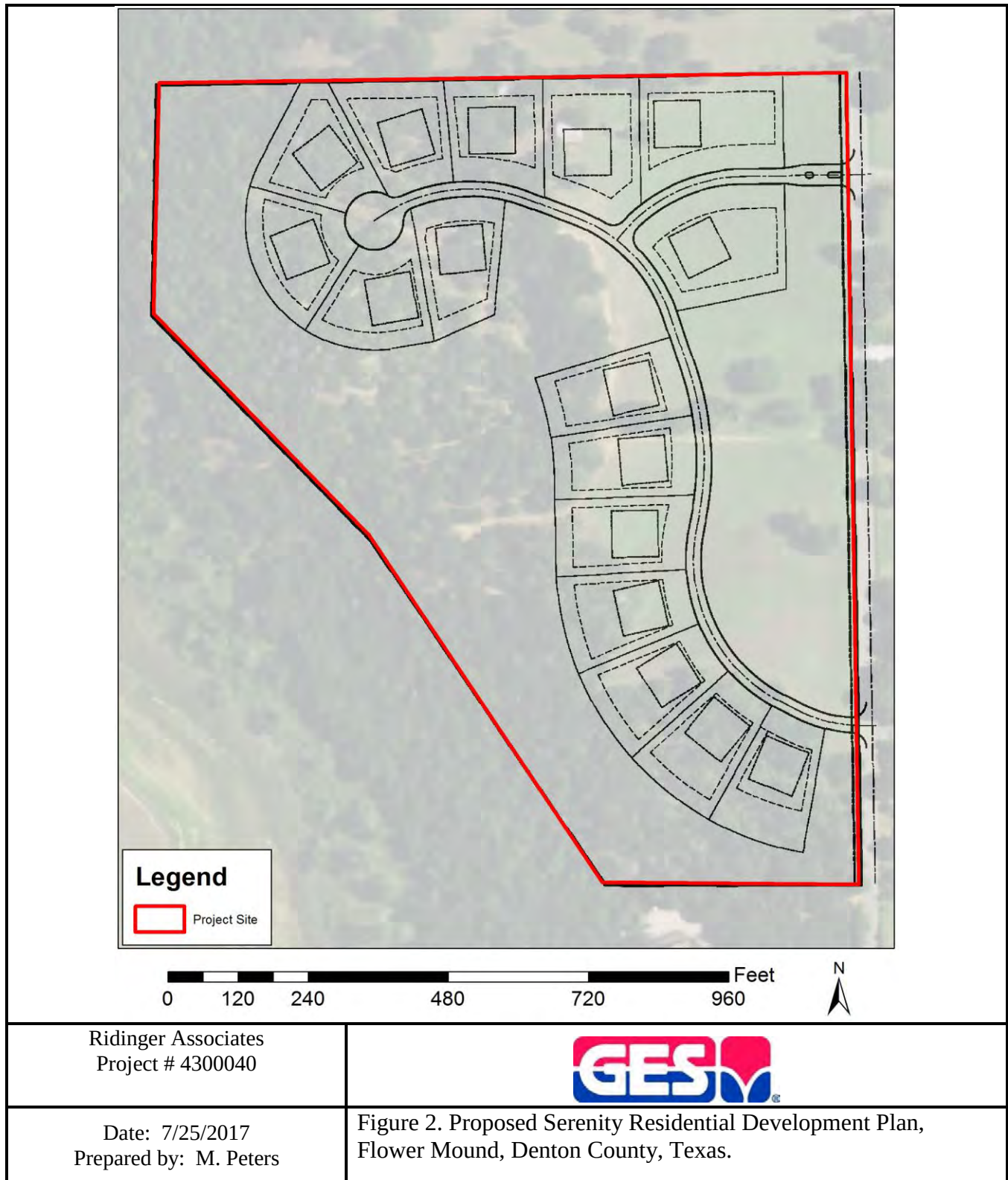
Joseph Schwartz
Principal Environmental Scientist

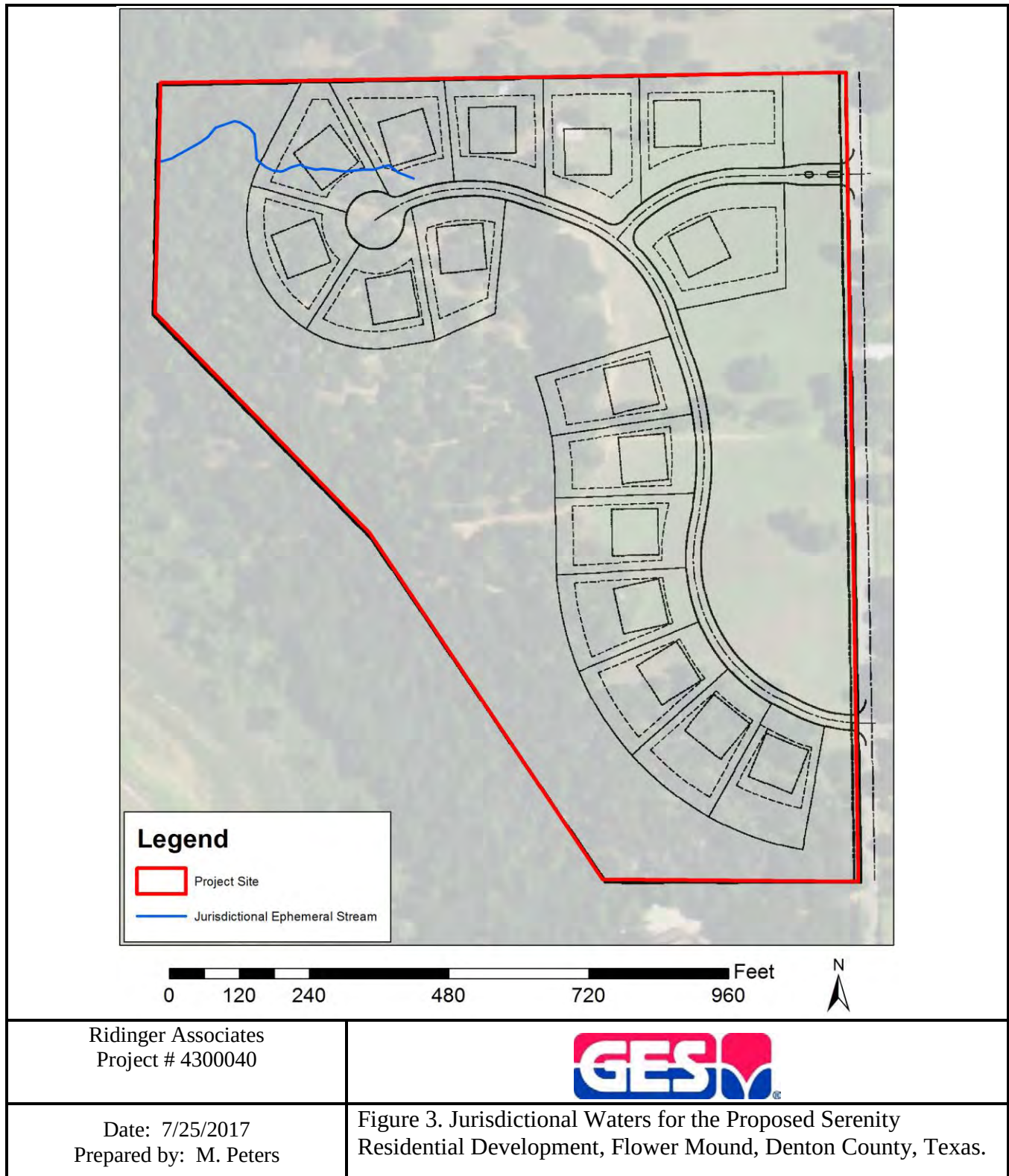
A handwritten signature in blue ink, appearing to read "C. Keith Bradley", written over a light blue circular stamp.

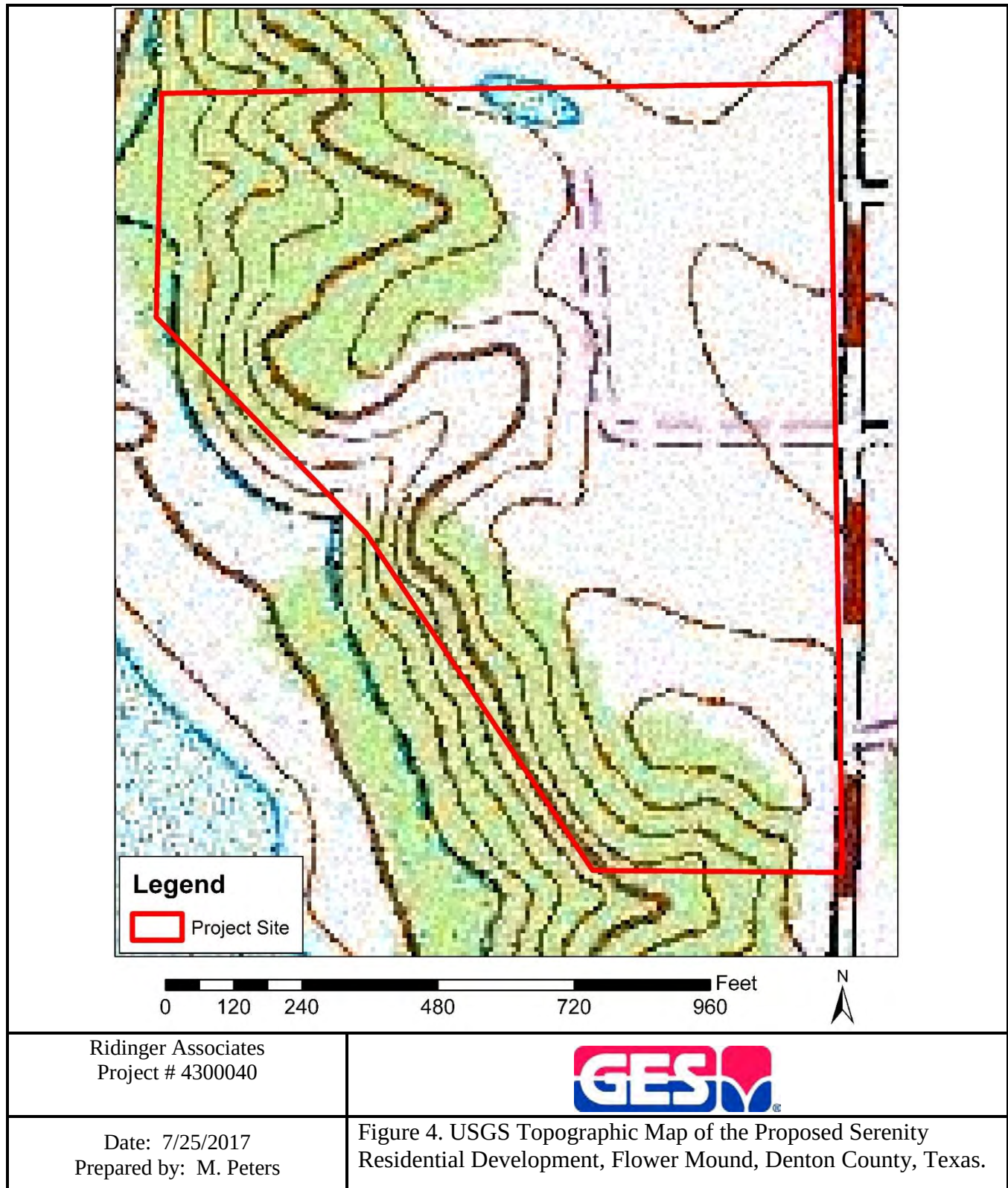
C. Keith Bradley, REP, CWB
Director, Water and Natural Resources

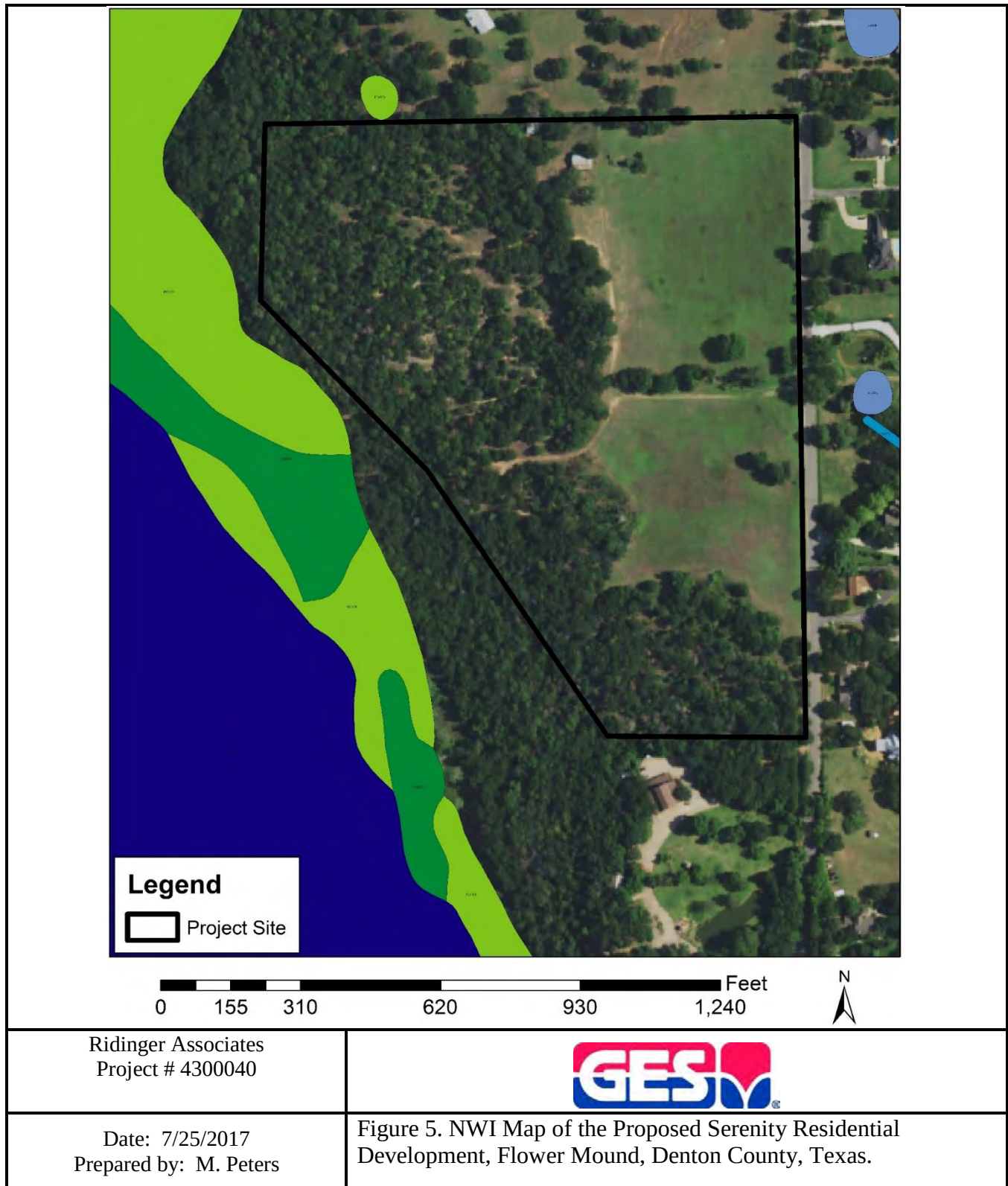
FIGURES

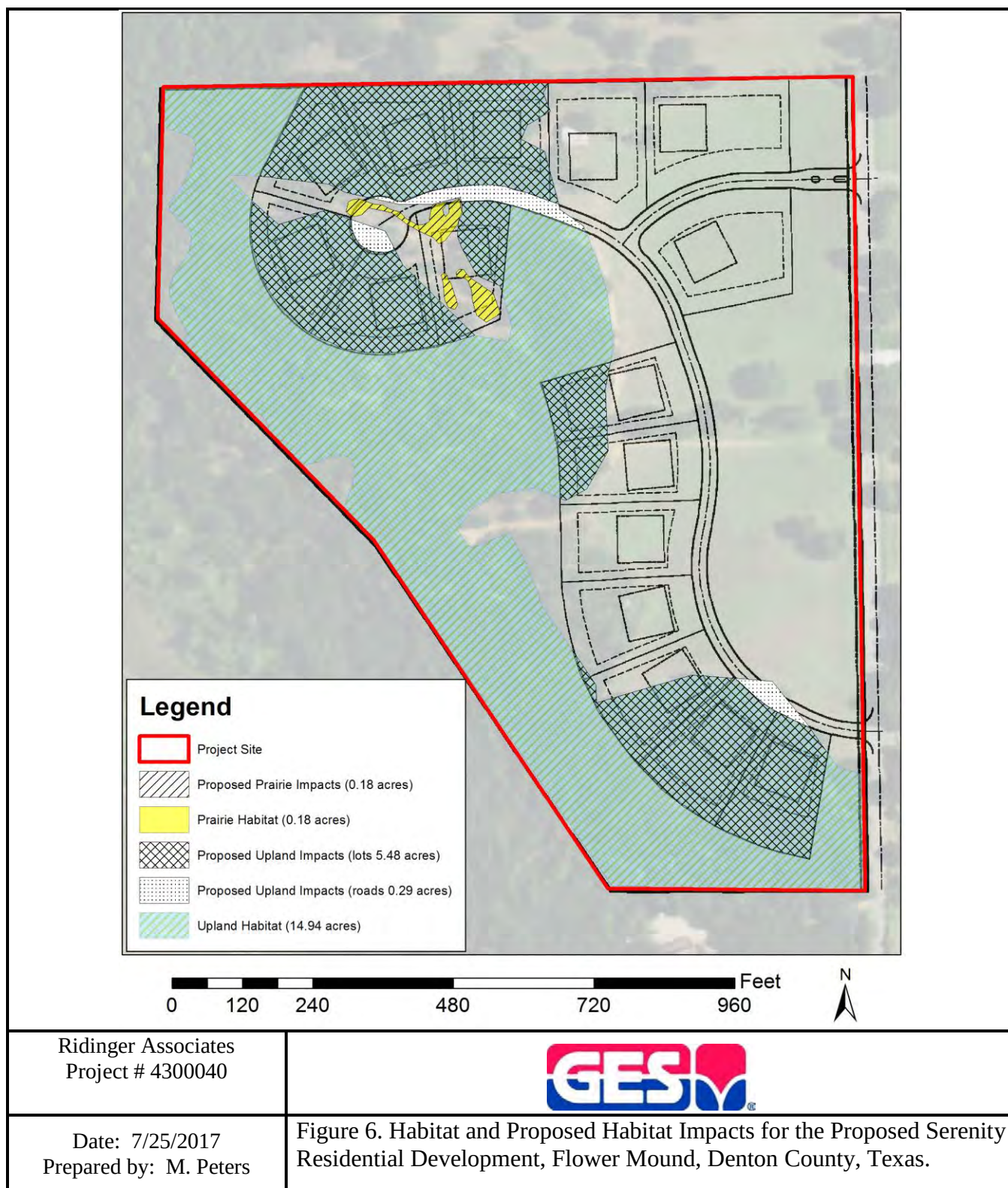


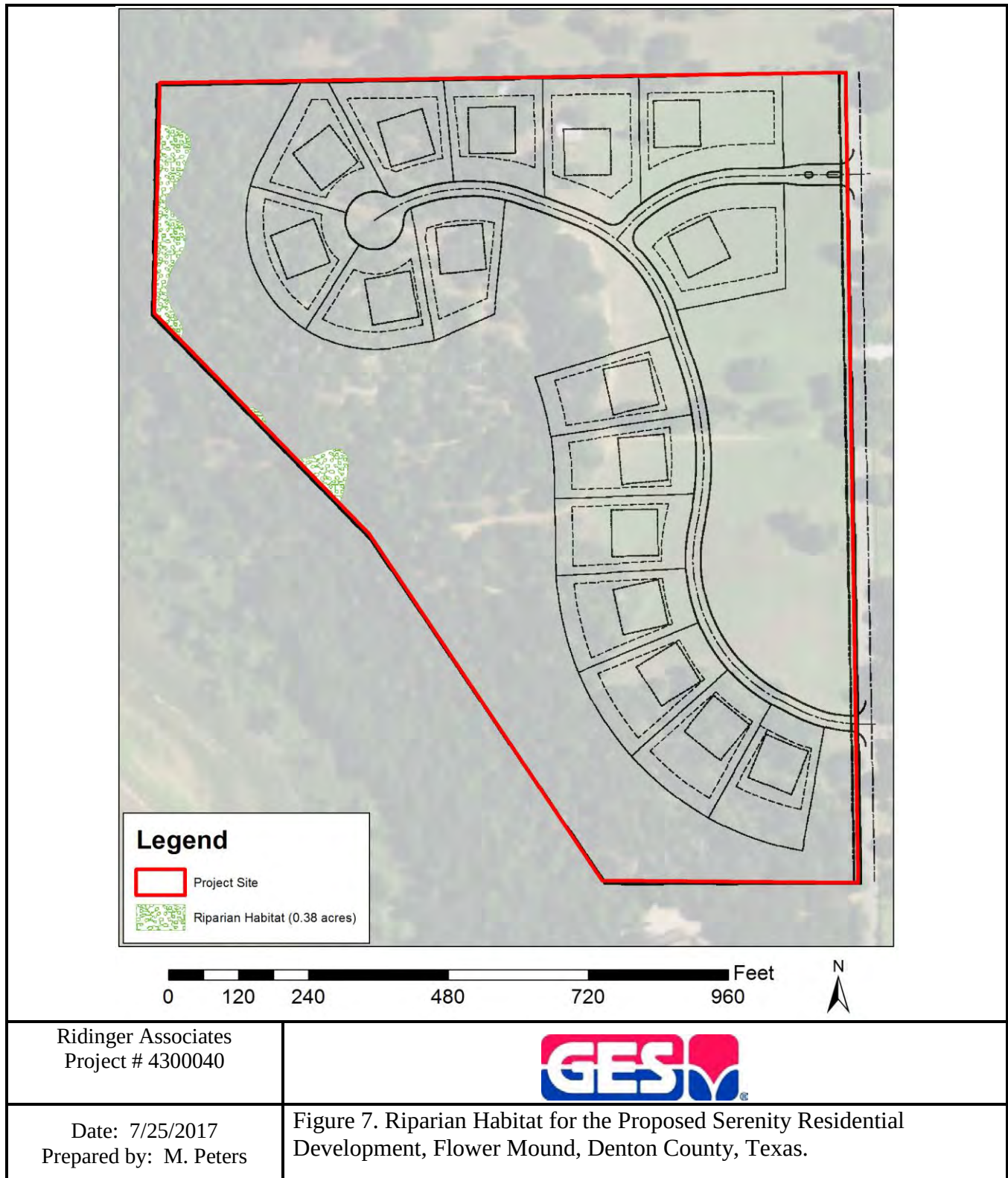


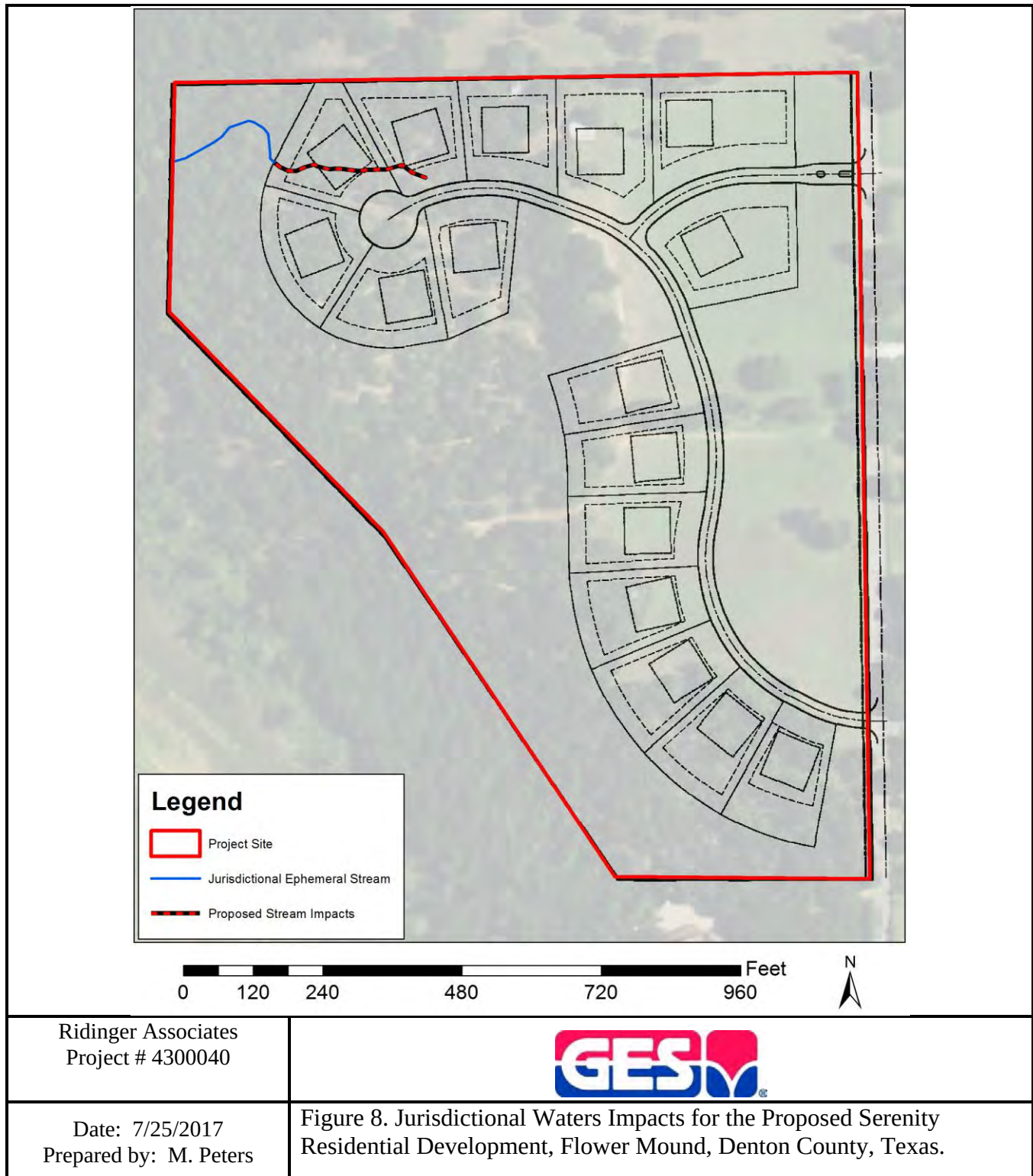


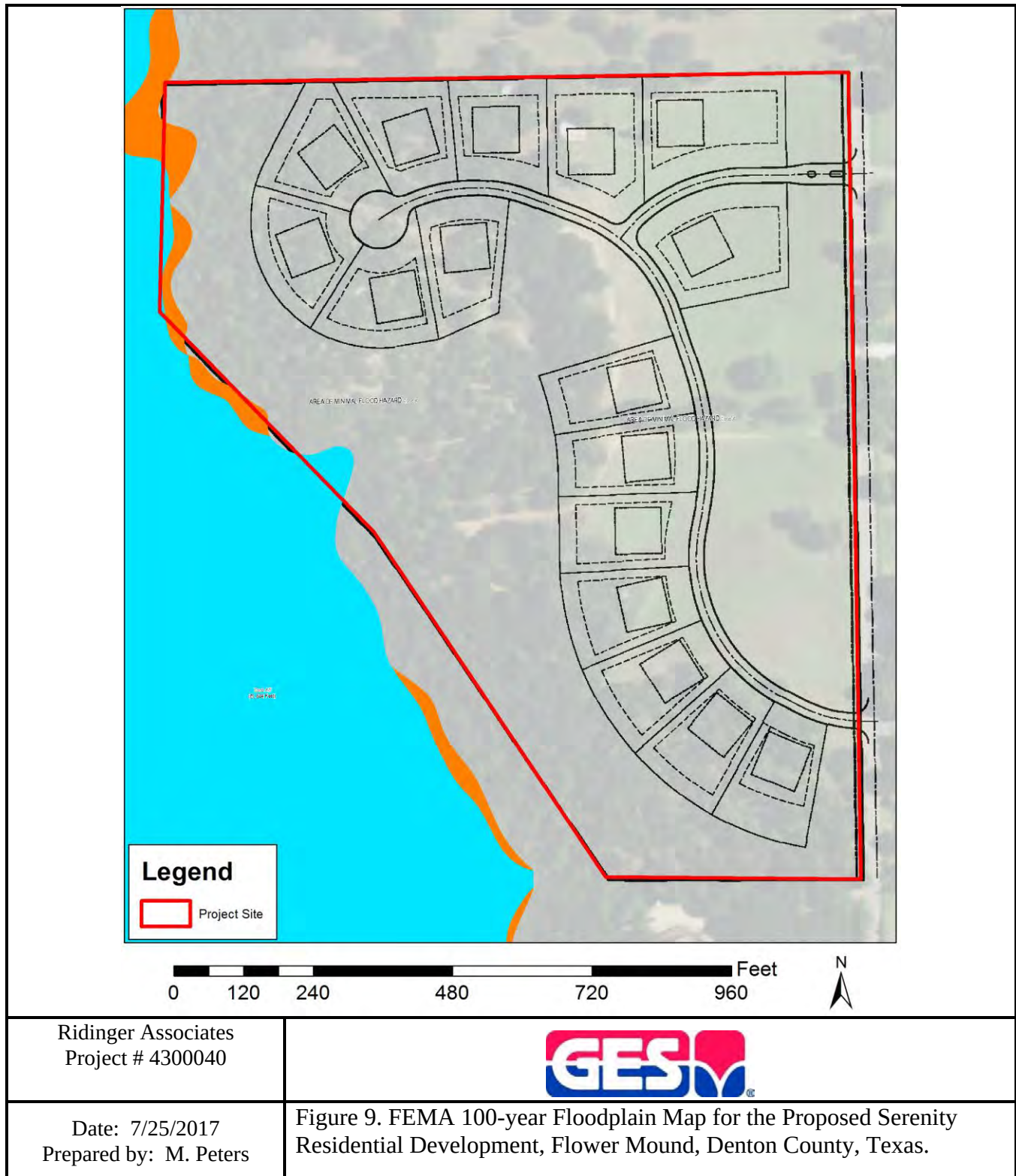


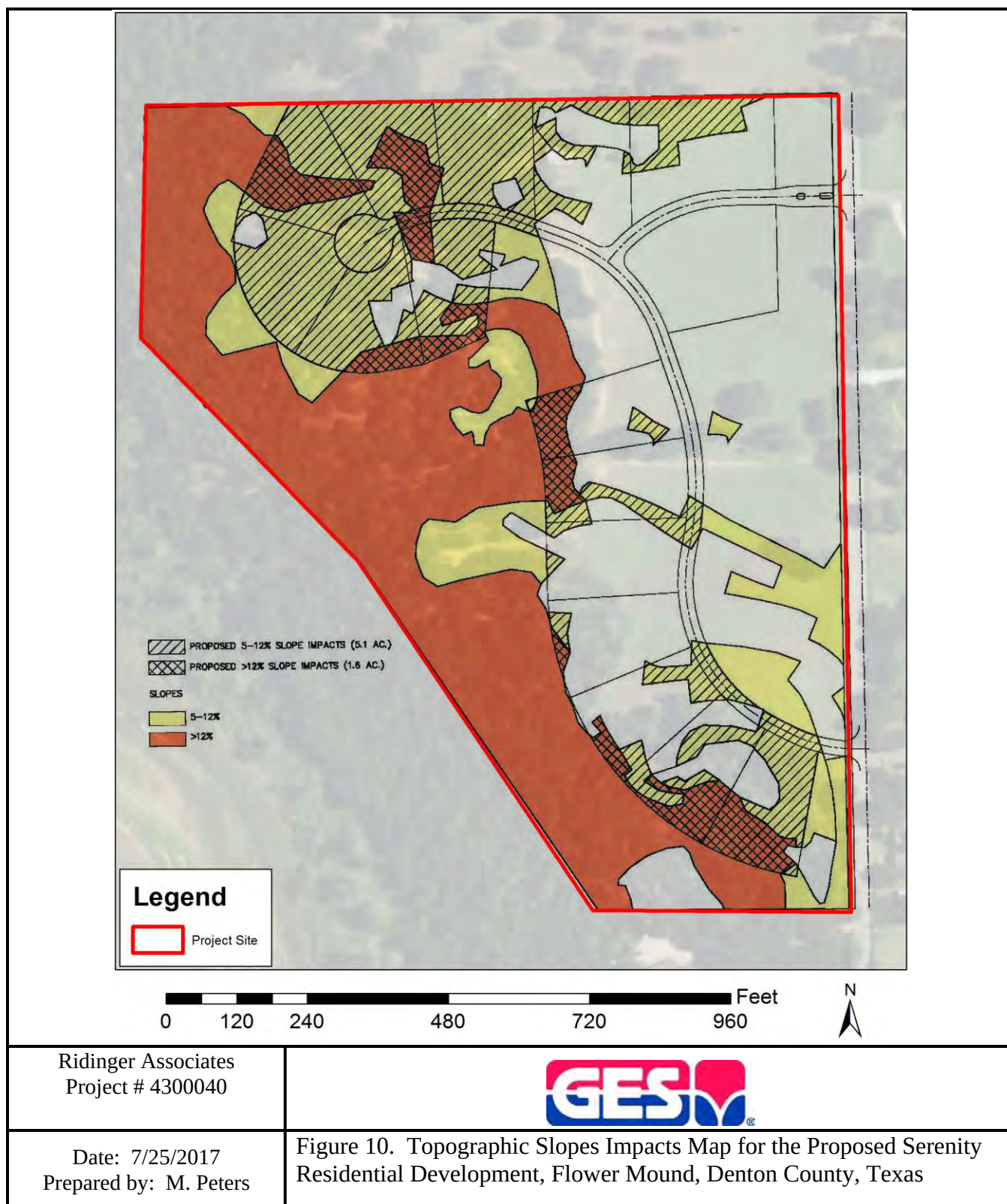












From: [Acermovers](#)
To: [planning](#)
Subject: Opposing Serenity
Date: Thursday, November 09, 2017 2:23:47 PM

Dear Planning Commissioners, Town Council & Mayor,

As concerned neighbors of a High Road subdivision, we are opposed to the proposed cluster development located at 2801 High Road. We respectfully asked for our voices to be heard not because we are anti-growth, but because we are enthusiastic supporters of smart, planned urban development. Our most compelling reasons include 1) When we first remodeled our home in this area, we were forced to follow and maintain the rural feel of the area and ecological values. 2) This is an inappropriate use of large scale development in an Area of Stability. 3) The proposed rezoning is inconsistent with safety and general welfare of those living in this community. 4) The neighborhoods surrounding the property will witness a dramatic increase in traffic. Furthermore, 5) the proposed rezoning is inconsistent with Ordinance No. 64-13 that allows for cluster developments Cross Timbers Conservation Development District. For the aforementioned reasons we urge you to listen to our concerns regarding this matter before making your decisions. I hope we can agree in a decision that will be acceptable to all the parties involved . Thank you, Javier and Adriana Araya

From: [Tim Bushee](#)
To: [planning](#)
Subject: Against Serenity ZPD16-0007
Date: Thursday, November 09, 2017 1:53:33 PM

P&Z Commissioners and Town Councilmen,

We are writing to share our opposition to the proposed cluster development called Serenity, located on the southwest side of High Road.

High Road is one of the most unique areas in Flower Mound. We make certain sacrifices to live in the Cross Timbers. We don't have sewer, high-speed internet isn't even an option, when a water main breaks (which it frequently does), the entire area is without water for a good portion of the day while repairs are made. The roads are very narrow, drainage is an issue, and it is not uncommon for feral hogs to tear up our yards or foxes and coyotes to run off with our pets.

But we are willing to make those sacrifices for the rural feel our neighborhoods have. We trade certain amenities for the country atmosphere and proximity to Lake Grapevine.

So when we look at this proposed neighborhood, it just doesn't feel right for the area. Our neighborhoods aren't gated communities, they aren't even fenced in. Serenity would be surrounded by properties zoned agriculture, with pastures and cows, llamas and horses. It's just not the right spot for a development like this, and we are against the rezoning to allow this to happen.

Erika and Tim Bushee
3304 Indian Trail
Flower Mound, TX 75022

From: [Dana](#)
To: [planning](#)
Subject: Opposition to Serenity (ZPD16-0007).
Date: Wednesday, November 08, 2017 5:10:28 PM

Flower Mound has plenty high-density housing options. I oppose Serenity as it is being planned currently. Follow the master plan for development as is stands now.

Dana Clark

From: [Clint Cornett](#)
To: [planning](#)
Cc: [Mayor - Tom Hayden](#); [Place1 - Jason Webb](#); [Place2 - Bryan Webb](#); [Place3 - Kevin Bryant](#); [Place4 - Don McDaniel](#); [Place5 - Claudio Forest](#)
Subject: Proposed Serenity Cluster Development - Public Hearings (11/13 & 11/20)
Date: Wednesday, November 08, 2017 5:26:37 PM
Attachments: [Proposed Serenity Cluster Development - Public Hearing Views 11-09-2017.pdf](#)

P&Z Commission and Town Council,

Please find attached my views and concerns pertaining to the proposed Serenity cluster development within the Cross Timbers Conservation Development District.

Thank you for taking the time to review and consider the information provided.

Regards,

--

Clint Cornett

President | Appraisers Direct, Inc.

Texas Certified Residential Appraiser – TX-1327017-R (25 Years)

[Redacted]

[Redacted]

Proposed “Serenity” Cluster Development (CTCDD)

November 9, 2017

To: P&Z Commission and Town Council

RE: Public Hearing “Serenity” Cluster Development (November 13th and November 20th)

The following information is being provided for consideration during the public hearings regarding the Serenity Cluster Development which has been proposed for 2801 High Road, a 28.911 acre tract located within the Cross Timbers Conservation Development District.

High Road is currently designated as a Country Road (Rural Collector) by the Town of Flower Mound Urban Design Plan.

Country Roads provide preservation of the natural landscape, naturalized new landscape, and design features to preserve the country atmosphere and natural environment which distinguishes the Cross Timbers Conservation Development District. Country Roads include the Town’s Rural Collectors and High Road.

A Scenic Corridor is comprised of any land, whether public or private that is visible from scenic or **Country Roads** and that possesses any of the open space or natural elements indicative of the country atmosphere and natural environment as described in the Flower Mound Open Space Plan.

Scenic Corridor Development Patterns:

- Placement of ***new house lots should be outside of the view area if feasible, or sited so that any new houses face toward the Scenic or Country Road across conserved open space.***
- New house lots should be accessed by internalized roadways, and not directly from Scenic or Country Roads.
- House lots should be grouped and dispersed to minimize linear relationships visible inside of the scenic corridor.

Scenic Corridor Perimeter Fencing Elements:

- **Views of scenic corridors and vistas should be retained** by the limited use of foreground plantings.
- No earthen berm or solid masonry walls will be allowed within this district; **however, multi-rail or pipe fencing with stone columns in either white, black, dark green, or an earth-tone color is allowable for new development.**
- Plantings should include native species only and arranged in groupings (groves or drifts) verses a continuous massing screen.
- Implementation will be provided at the time of development by the private developer.

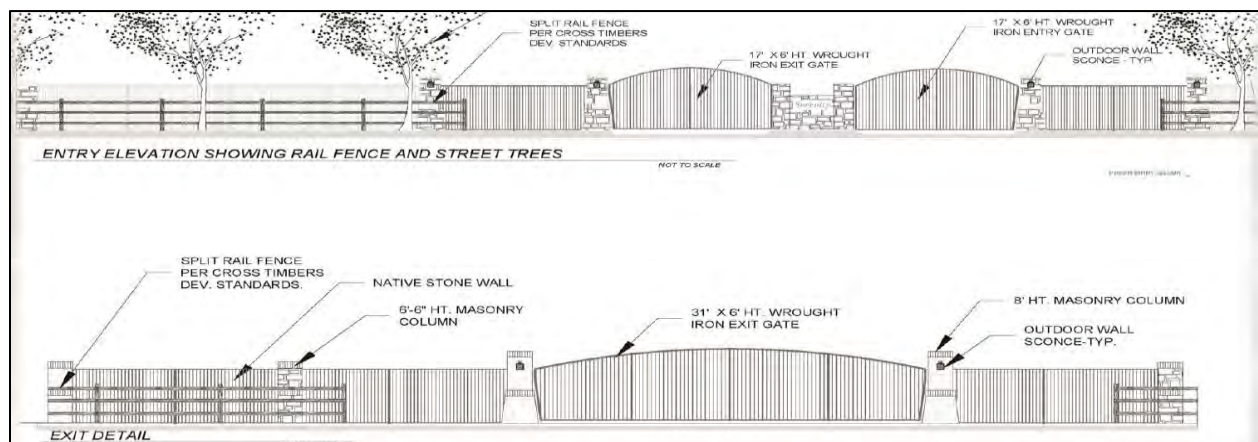
Proposed “Serenity” Cluster Development (CTCDD)

Proposed Security Fencing:

Based on the proposed concept below the development will have a standard rural split rail fence **however the concept plan also proposes the development will have along High Road (Country Road - Scenic Corridor) a six foot iron security fence approximately fifteen feet inside of the standard rural fence.**

The split rail fence conforms to the immediate market area which will preserve the “Country Atmosphere”. However, the proposed six foot iron security fence inside the split rail fence is **non-conforming to the immediate market area and does not preserve the “Country Atmosphere” along High Road, a Country Road.**

Proposed Perimeter Fence and Gates:



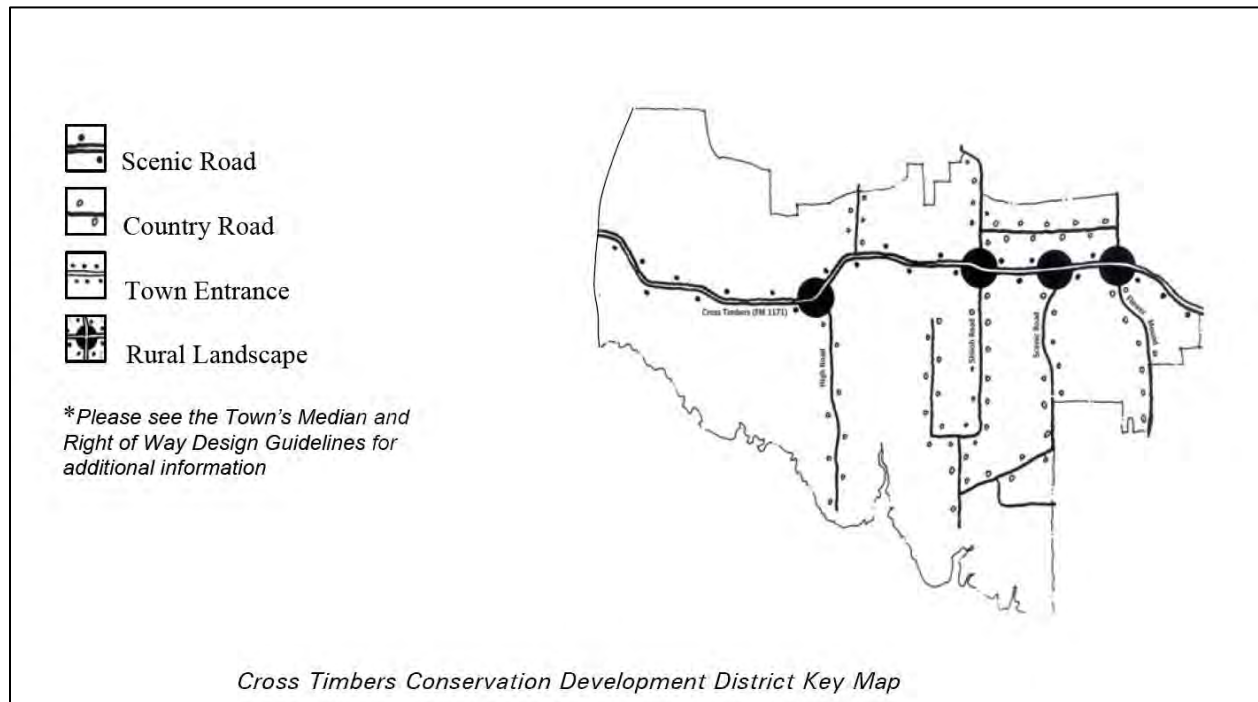
It is noted, driveways and private roads leading to residences within this “Country Atmosphere” are gated; however the biggest distinguishing factor is that these properties all have a three to four foot iron fence or a split rail fence which conforms to the overall “Country Atmosphere” along High Road.

The proposed development will be the only fully gated secure multi home development along a defined “Country Road” within the central portion of the Cross Timbers Conservation Development District, to my knowledge. Based on the Town ordinances and the Town’s Urban Design Plan, the intended purpose is to retain the “Country Atmosphere” and **the proposed development is inconsistent with the Towns vision within the Cross Timbers Conservation Development District.**

The Urban Design Plan also defines Flower Mound Road as a Country Road. The newly developed Town Lake at Flower Mound development on Flower Mound Road is the gateway to the Cross Timbers Conservation Development District and this development was developed with an attractive split rail fence running parallel to Flower Mound Road with appealing entrances. This preserves the “Country Atmosphere” which is consistent with the Towns vision. With that said, a similar split rail fence with an appealing neighborhood entrance would be most conforming to the immediate market area along High Road and it will be consistent with the Towns vision within the Cross Timbers Conservation Development District.

Proposed “Serenity” Cluster Development (CTCDD)

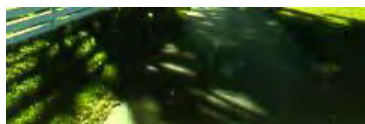
Cross Timbers Development District Key Map:



The proposed gated development does not preserve the “Open Space” concept on a Country Road within a Scenic Corridor within the Cross Timbers Conservation Development District.

The High Road market appeal is the open space and by having a gated development with a six foot iron fence adversely impacts the market appeal of this market area at the end of High Road. **The proposed development is located in a rural setting, with a “Country Atmosphere” with extensive open space along a Country Road. The proposed development is not conforming to the immediate market area.**

Towns Example – Country Road:



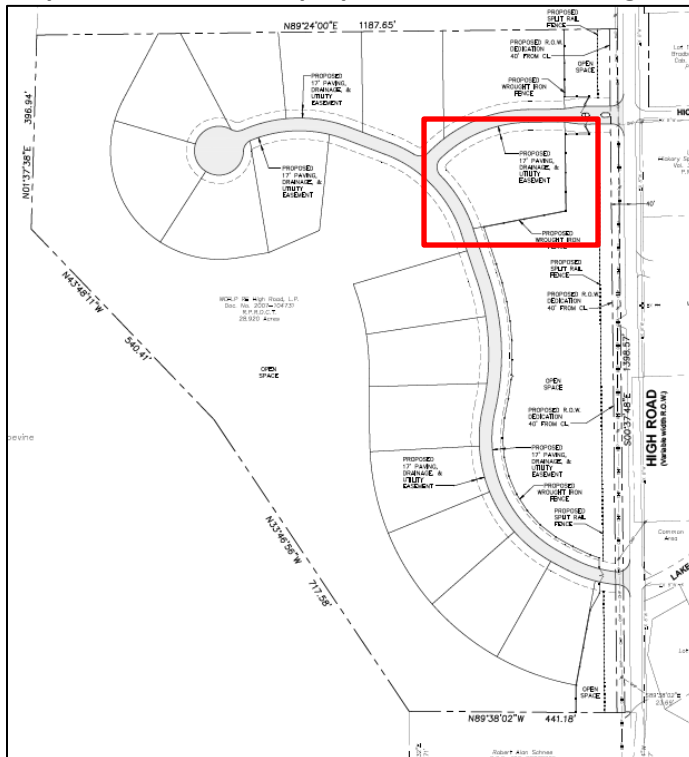
Proposed “Serenity” Cluster Development (CTCDD)

Scenic Corridors and Vistas state, the scenic corridor along High Road provides some views into Zone C. Compliance with the SMARTGrowth Analysis could be achieved by conservation development, **placing new houses outside of the view area, or by siting any new lots so the houses face toward High Road across conserved open space, with access from a street internal to the development, rather than providing a view from High Road into back yards or rear alleys.** *Does the concept plan proposed really conform to the Towns requirements?*

Towns Example – Sample Requirement:



Proposed Plat – One lot proposed will be rear facing to the Conserved Open Space and High Road.



Proposed “Serenity” Cluster Development (CTCDD)

High Road Construction Traffic – Concerns:

High Road as defined by the Town of Flower Mound Country Road. Currently High Road is a small two lane (limited width) asphalt road which provides access for homeowners in the general market area. High Road currently suffers from deferred maintenance, specifically south of Rolling Hills all the way to the southern end, which is a dead end road. Due to the current condition of High Road, homeowners that utilize High Road to access their residences have significant concerns regarding the adverse impact of the construction traffic along High Road and the overall condition and maintenance of the road going forward.

Substantial construction traffic over a 2-3 year period will further deteriorate the condition of High Road, therefore adversely impacting residences in the market area.

Public Hearing Questions Regarding High Road:

- What will be the Town's plan to preserve High Road for the 1000's of residences in this market area that utilize it on a daily basis?
- Will there be an impact test completed, to determine how the construction traffic could potentially adversely impact the condition and use of High Road?
- If High Road is significantly damaged or it further deteriorates, will the Town have a plan of action in place to repair and/or resurface High Road?
- Will the developer be liable (funds in escrow to repair) for any damage and/or further deterioration of High Road from construction traffic? If so, what will be the required time frame to complete necessary repairs?
- Will there be a designated turn around for construction traffic, to prevent construction traffic from accessing private roads along High Road?
- Will there be a designated wash out area to prevent construction trucks from cleanout on High Road?

Proposed “Serenity” Cluster Development (CTCDD)

Closing Statement:

As a homeowner in the immediate area (High Road Ridge Neighborhood) I understand property owners have the right to develop their land for an economic benefit. However, the development must comply with all of the Towns ordinances within the Cross Timbers Conservation Development District as well as be conforming to the immediate market area to preserve the “Country Atmosphere”. After review of the proposed development and based on the public information available through the Towns website the development does not appear to be consistent with the Towns vision within the Cross Timbers Conservation Development District. As representatives of the Town and residences, please consider the Towns original vision within the Cross Timbers Conservation Development District, specifically along a designated Country Road.

The market appeal of this area in Flower Mound within the Cross Timbers Conservation Development District is the rural setting, “Country Atmosphere”. A gated development with a six foot security fence running parallel with High Road does not conform to the immediate market area and the “Country Atmosphere”. The proposed development could potentially adversely impact the overall market appeal of the immediate market area and market demand for other homes in the market area. The proposed development will be a “white elephant” for this market area. Individuals that purchase homes to live within this market area do so for the “Country Atmosphere”, not to live behind a secure gated development. Gated developments are more suited for high density market areas, not a “Country Atmosphere”.

Thank you for taking time to review and consider my concerns and that of many homeowners in the immediate market area. Please evaluate all concerns addressed and consider them in your final decision regarding the proposed Serenity development along High Road.

Respectfully,

Clint Cornett

Certified Real Estate Appraiser – 25 Years

Flower Mound Resident

2718 Lake Ridge Road

Flower Mound, TX 75022

From: [C. Finley](#)
To: [planning](#)
Subject: Opposition to the Serenity Development on High Road (ZPD16-0007)
Date: Wednesday, November 08, 2017 10:32:22 PM

Dear Planning Commissioners, Town Council & Mayor,

My husband and I are writing in opposition to the proposed cluster development located at 2801 High Road. We live near this planned development and feel it does not fit with our more established area which maintains a rural feel, nor does it comply with Ordinance No. 64-13 that amends the Cross Timbers Conservation Development District to allow for cluster developments. Per the ordinance, the cluster is to be developed in such a way so as "to preserve scenic corridors and vistas," yet this development will have the backsides of homes facing the property to the north and south of it. There will be no "continuation of open space" between adjacent properties and there will be no protection of "ecological values" as stated in the ordinance to justify this cluster development. This proposed cluster of homes, along with its open space, will be completely encased by a 6 foot tall security fence which is a very unwelcoming site in an established neighborhood where many of us know each other and socialize together. The developer wants it to be a gated closed community. We like the rural and open space feel of our neighborhood which is what attracted many of us to live here. This proposed development is bounded on the north by a 10 acre parcel of land where cattle graze and to the south by eight acres with llamas on it. Directly across from this proposed development is an 18 acre horse farm.

We also have a number of other concerns with this development as it pertains to Lake Grapevine on the western side. We are worried about soil erosion into the lake with the significant cutting of the upland habitat's trees, bushes, and vegetation. The root system of this habitat also acts as a filter for water run-off from outside pollutants such as herbicides and pesticides, and helps keep our lake clean. More importantly, no studies were done on the effect on water quality by adding 16 septic systems in a concentrated area next to the shallow end of the lake. We are concerned about the western slope exceptions the developer is requesting as well.

It is also well known that the farm and some of the houses on the east side of High Road deal with flooding during hard rains which will only be made worse by this cluster development since much of the run-off comes from this property.

We hope you will do the right thing by denying this zoning change request.

Sincerely,
Caroline & Marc Finley
2600 Bourne Lane
Flower Mound, TX 75022

From: [REDACTED]
To: [Chuck Russell](#)
Subject: Re: Serenity - 29 Acres
Date: Saturday, July 23, 2016 5:38:58 PM

On Jul 23, 2016, at 2:50 PM, C Finley

[REDACTED] <mailto:[REDACTED]> wrote:

Chuck,

Thanks for keeping me in the loop. I know you are extremely busy so I decided to go ahead and e-mail you some of our concerns regarding Reginald's proposed development. We read through your comments on the Serenity property dated July 17, 2016. One of the first things we noticed is that there is no sign on the property stating a zoning request change as required by your document. If it is there, then it is not prominently displayed as we could not see it. Also regarding point #11 of your document requesting more information on how the lot sizes and configuration fit with the surrounding neighborhood, we would argue it doesn't. The 10 acre rectangular lot just north of the 29 acres (3031 High Road) would be severely devalued if Reginald's plan were allowed to proceed as is. The back's of all his homes would face that property which no one would be happy with. Unfortunately the sole landowner of this property, Marian Eloise Reuther, has recently passed away and is unable to complain herself. An additional concern is the number of trees that will be clear cut on the western side of the Serenity property facing the lake. Please note that after 10 years of living here and also coming to this area to hike the lake trails many years previous to that, we have seen this finger of the lake completely dry up. In the last ten years our area has suffered through two of the worst droughts ever. They lasted a number of years. If Reginald cuts down a large number of those trees, more often than not, the houses will be overlooking a caked mud flat than a full lake. The owners of those expensive homes will not be very happy. As you don't need to be reminded, our area suffers from many more droughts than floods (which is current state of the lake now). Are there additional people we may speak with at the Town regarding our concerns?

Caroline & Marc Finley

To: Flower Mound Town Council and P&Z Members

From: Lori Holland, a High Road resident

Date: November 8, 2017

Re: South High Road, Zoning Change from Ag to Cluster (Serenity Development)

I would like to invite each of you to take a drive down High Road, if you haven't already, so that you may make an informed decision regarding increasing the current density of the above-mentioned property. It is a very scenic and historic road. And, to my knowledge there is not another road like it in Flower Mound.

I have been a High Road resident for over 22 years; I raised my children here. Fourteen years ago, I started a pet sitting business serving High Road and Chimney Rock residents. I have been fortunate to serve over 150 families in this time period. Because of it, I am up and down High Road many times a day. I fervently believe that High Road cannot SAFELY accommodate the increase in traffic a cluster development would bring for the following reasons:

- It has 2 curves, a right-angle curve near the beginning and an S-curve about a mile down. Both of these curves have blind spots.
- The S-curve is built into a side of a hill overlooking Lake Grapevine. To the west (downhill), there are 3 homes with driveways accessing High Road; to the east (uphill), there is a rock retaining wall lining a portion of the curve. There is essentially no shoulder to the west and only a partial shoulder intermittently to the east.
- This is a narrower than average road which doesn't even qualify for a center yellow stripe.
- This is the only entrance/exit for the 230+ families that live here.
- There are approximately 80 homes currently in and south of the S-curve.

I have heard more than once that there isn't a big difference between building 14 homes (based on current agricultural designation) and 16 homes (based on cluster designation) on this property. It is my understanding that if this property were to stay zoned agricultural, 17 of the 28-29 acres are not buildable. So now we're talking that possibly only 6 homes can actually be built. I believe that it is in the best interest and safety of the current and future High Road residents that the amount of homes built on this property be kept to an absolute minimum.

I have heard about the possibility of widening High Road and putting in a bike path. If you drive down High Road you will see that that would be almost impossible. And if done, it would be astronomically expensive, plus an engineering nightmare.

The people who live and move here do so because of the semi-rural/country feel it has. All I can ask is that when you vote on whether or not to increase the density, please keep in mind the havoc and safety issues that an increase would create for this wonderfully unique community.

Respectfully,



Lori Holland

From: [JON HOWES](#)
To: [planning](#)
Subject: Opposition to Serenity (ZPD16-0007)
Date: Thursday, November 09, 2017 7:10:41 AM

I am Jon Howes and reside at 7401 Bolo Ln, Flower Mound, texas 75022.

I oppose approving the Serenity cluster development. I believe this project does not meet the spirit of the CTCDD ordinance and will negatively and permanently affect the safety and character of the High road neighborhood.

From: [J. Johnson](#)
To: [planning](#)
Subject: Serenity ZPD16-0007
Date: Thursday, November 09, 2017 1:37:57 PM

Hi there,

I am a resident of the Franklin Hills subdivision.

I have heard about the new proposed development, and have a concern about the increased traffic on High Road. I have a dog and walking in our neighborhood can be very tough. Already on High Road there are many curves with no shoulders (and of course no side walks) which makes walking dangerous.

I think if there is more traffic, it is going to make it very hard for current residents to have the lifestyle we came to Flower Mound to achieve.

Judy

From: [Cindi Price](#)
To: [Chuck Russell](#)
Subject: FW: Letter of protest about Serenity Subdivision to :P&Z commission and to the Town Council.
Date: Wednesday, October 05, 2016 11:34:28 AM

-----Original Message-----

From: [REDACTED]
Sent: Tuesday, October 04, 2016 9:20 PM
To: Cindi Price
Subject: Letter of protest about Serenity Subdivision to :P&Z commission and to the Town Council.

As a resident of Flower mound since 1980 my family and I have witnessed a lot of change over the years. We were very happy to see the Town take notice of the wild development in towns and cities around the Dallas area and spend the time and money to develop the Smart Growth Master Plan so we could have sensible , planned growth. There are environmentally unique areas like the land at the end of High Road where the planned Serenity Residential Subdivision would like to develop with no regard to Master plans or surrounding neighborhood styles. Nowhere along the High Road area do we have stone walls and gated communities trying to disrupt the close knit community feel we have in this neighborhood. The "Clustering Option" Serenity Developers are trying to use is intended to help preserve the Flower Mound country feel in areas where it might be in higher density areas. The Serenity Developers only want to crowd as many houses as they can get away with on this unique wild field area bordering Grapevine Lake. You have multi acre properties all around this area that promote the open feeling neighborhood we are so proud of. Serenity Developers are so confident they can do want they want , you can find them offering proposed lots for sale on the internet, even before anything has been approved. Please do not allow this unique area to be spoiled by a developer that has no regard for the flavor of our neighborhood or town.

Thank you

Stephen and Deborah Kaiser

From: [Cindi Price](#)
To: [LauriAnn Cash](#)
Subject: FW: Serenity development opposition
Date: Thursday, November 09, 2017 1:12:22 PM

-----Original Message-----

From: Michael Kirby [REDACTED]
Sent: Monday, October 10, 2016 5:41 PM
To: Cindi Price [REDACTED]
Subject: Serenity development opposition

Mrs. Price,

Please forward to all members of theTown Council and Planning And Zoning Commission

I am in opposition to the proposed Serenity Development (ZPD16-0007) as it stands because it does not adhere to the town's master plan that is in place for the cross timbers area. The density is too high and it does not fit with the existing country feel especially as it is zoned agricultural. There is also a concern over loss of trees, and habitat as well as run off issues into the lake. The other major concern is traffic on High Road and the impact on the road which is already in very bad shape at the far end of High Rd. There has been no maintenance done on our end for a long time and the construction traffic will only make it worse. There is also a concern of construction vehicles turning around at entrance of Bolo which is a private road and the entrance is already in bad shape from the turn around from the school buses. Again the town has not maintained this end of the road! The whole point of having a master plan in place is to protect the unique nature of the cross timbers area and keep the aesthetics of the country living. Residents in this area chose to buy a home because it was protected yet the town is constantly allowing developments that do not adhere to the current master plan and that needs to end.

I appreciate your consideration.

Carol Kirby
7308 Bolo Lane
Flower Mound TX 65022

From: [Cindi Price](#)
To: [LauriAnn Cash](#)
Subject: FW: Serenity Developement (ZPD16-0007)
Date: Thursday, November 09, 2017 1:15:36 PM

From: joeknill@verizon.net [REDACTED]
Sent: Thursday, October 20, 2016 4:06 PM
To: Cindi Price [REDACTED]
Subject: Serenity Developement (ZPD16-0007)

Ms Price,
Please forward this email to all members of the Town Council and planning and zoning commission.

I am strongly opposed to the Serenity development as it stands proposed because I have great concern about the traffic that will increase if this was to happen. My driveway is hidden by the curve on High Road, and it is already dangerous at times with the current traffic flow that exists.

In addition, a big part of the reason we purchased our home on High Road this year is because we like the peace and tranquility this neighborhood has to offer. I am extremely disappointed to hear that there may be a zoning change on my street. My wife and I took the time to call the Town of Flower Mound before we closed on our property to make sure that the area in question was not zoned for anything that would change the look of our neighborhood, or greatly increase the traffic. We were told in December 2015 that this area was zoned for multi acreage agriculture. I hope that what we were told will continue to stand true.

Thank you for your consideration.

Joe Knill
3225 High Road
Flower Mound, Tx 75022

From: [Kim Knill](#)
To: [planning](#)
Cc: [Joe Knill](#)
Subject: Re zoning on High Road
Date: Tuesday, October 31, 2017 2:30:06 PM

I am writing to tell you that I am 100% OPPOSED to any re zoning on the west side of High Road. My husband and I purchased our home on High Road approximately 20 months ago. As I was concerned with what the "empty field" was zoned for, I actually called the town to ask that question. I was told it would be zoned for multi-acreage agriculture. There was no mention of a 18 home gated community. We are greatly concerned about the amount of extra traffic we would have to endure in front of our house on High Road. There are blind curves and hills and with the traffic that is already present it is a bit dangerous. I am very disappointed that I was not given this information about a zoning change when I called to inquire about this land.

Please do not let our wonderful, scenic neighborhood be turned into something that takes away from the unique sense of tranquility that brought us out here in the first place.

Thank you,

Kim Knill
3225 High Road

Sent from my iPhone

From: [Cindi Price](#)
To: [LauriAnn Cash](#)
Subject: FW: Serenity Developement (ZPD16-0007)
Date: Thursday, November 09, 2017 1:15:08 PM

-----Original Message-----

From: Kim Knill [REDACTED]
Sent: Thursday, October 20, 2016 2:28 PM
To: Cindi Price [REDACTED]
Subject: Serenity Developement (ZPD16-0007)

Ms Price,
Please forward this email to all members of the Town Council and planning and zoning commission.

I am strongly opposed to the Serenity development as it stands proposed because I have great concern about the traffic that will increase if this was to happen. My driveway is hidden by the curve on High Road, and it is already dangerous at times with the current traffic flow that exists.

In addition, a big part of the reason we purchased our home on High Road this year is because we like the peace and tranquility this neighborhood has to offer. I am extremely disappointed to hear that there may be a zoning change on my street. I took the time to call the Town of Flower Mound before we closed on our property to make sure that the area in question was not zoned for anything that would change the look of our neighborhood, or greatly increase the traffic. I was told in December 2015 that this area was zoned for multi acreage agriculture. I hope that what I was told will continue to stand true.

Thank you for your consideration.

Kim Knill
3225 High Road
Flower Mound, Tx 75022

Sent from my iPhone

RL Langran

3205 Indian Trail

Flower Mound, Texas 75022

March 30, 2017

Mr. Chuck Russell

Town of Flower Mound Planning Department

2121 Cross Timbers Road

Dear Mr. Russell,

I am writing regarding my concerns with the proposed development on High Road. The development is named Serenity. As you know, many of the properties situated around Lake Grapevine slope down towards the lake, accepting storm water as it drains toward the lake. I am concerned higher density development will affect storm water drainage in a detrimental way. The property is currently zoned agriculture and development of such is consistent with existing properties. A higher density neighborhood is not suited for this location and I feel will not be welcomed. Please do not support any attempt to modify our town growth plan.

Considering the possible impact on multiple properties and lives, I believe the proposed development Serenity should not be allowed to proceed without a detailed study by a registered professional engineer—a most comprehensive calculation showing topography and how the water is impounded, rerouted, surface coverage, etc. This in relation to the proposed development and existing and proposed improvements located upstream. Even though this may be an expense for the developers, existing homes must never be placed in peril.

Regards,

RL Langran

July 12, 2016

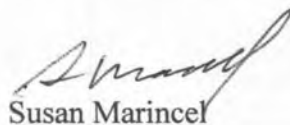
2121
Flower Mound Planning Services Department,
2121 Cross Timbers Road, Suite 2330
Flower Mound, TX, 75028

Susan Marincel
2613 Briar Patch Lane
Flower Mound, TX 75022

As a homeowner, I am concerned about water drainage issues with the proposed Serenity development on High Road (<http://www.flower-mound.com/DocumentCenter/View/1208>). Please ensure that almost **all** of the water runoff from this development drains to the west (directly to the lake) for the following reasons:

- The land currently drains to a small creek which crosses High Road and flows down Briar Patch Ln.
- Under heavy rain conditions (ground saturation) this drainage creek will occasionally overflow into our yards and driveways. I have seen it as high as ankle deep on Briar Patch Ln .
- The land currently absorbs a lot of water (sandy with grass), but roads and roofs do not absorb water.
- Contour lines on the proposed development currently show **all** the roofs and roads to be on the east side of the contour ridge, which means they will drain down Briar Patch Ln.
- If the proposed streets drain to High Road, they will drain down Briar Patch Ln.
- Please ensure the development has proper grade and adequate storm drains to take the runoff to the west side of the development where it will not impact our neighborhood. I am concerned about possible damage to roads, culverts, yards, and a pond dam along Lakeridge Dr., Briar Patch Ln., and Bolo Ln. if we take more runoff.

Thank you for your consideration,


Susan Marincel

[Redacted]
[Redacted]

From: [REDACTED]
To: [planning](#)
Subject: Opposition to Serenity (ZPD16-0007)
Date: Thursday, November 09, 2017 11:20:55 AM

I am opposed to this planned development for two very practical reasons:

1. **No drainage/catchment plan?**—it appears the drainage from all these houses and streets will be sent right down the very small drainage ditch on my street (Briar Patch Ln). The current drainage system already floods in heavy rains, covers the road and driveways, and has closed Bolo Ln at least twice in 20 years. The drainage system barely handles the runoff now. Even doubling or tripling that volume of water would be disastrous for properties on Briar Patch. Two neighbors would likely see water all the way up to their front steps and into a garage, driveway damage, street and property erosion, and damage to a pond dam. Bolo Ln would likely wash out completely at the culvert, which barely handles the current flow with heavy rains.

All the those planned roofs, driveways, and roads will add to the current runoff. Their spray septic systems and lawns will increase the level of groundwater and saturation in that field—ensuring that rain will runoff, rather than soak in. It appears that this development would likely put out a lot more than the “double” or “triple” amounts. Did they have their engineering estimate the amounts of runoff this plan will generate, using possible max historical values of hourly rainfall from the last 30 years, and assuming ground saturation (which often happens in the rainy season)? You don’t have to be a rocket scientist to add up even 1 inch of rain from a thunderstorm, multiplied by the collection area on all those roofs and roads, and send it down one little ditch with predictable results.

2. **The appearance of a bunch of big houses, packed together in a line, does not really fit with the rural character** of the properties along this end of High Road. It looks more like a subdivision from the

denser side of town. The open space **behind** the houses will be unseen from High Road, as it is down a steep hill (probably unbuildable) to the Corp of Engineers property and lake. The only “open space” that neighbors will see is the small strip along High Road.

The contour line marked “ridge” on the plan roughly follows the back of the lots on the west side (behind the houses). The “open space” on the west side of the property (behind the houses) is down a steep hill and completely out of view from the road and neighbors. **In other words, all we will see from High Road will be a bunch of “dense pack” houses, slightly set back from the road. From the point of view of High Road and the neighbors, approximately 75% of the land will be houses.** Contrast this view with the neighbors across the street and next door, who have big rural “Ag” lots with several acres and much more open space. The eyesore will likely drop their property values

Changing the contours of the land to make it drain out the west side of the property would probably necessitate major earth moving and the destruction of trees on the ridge behind the houses. A storm drain system could likely take the runoff west, so it doesn’t damage other properties but would have to be engineered, so they do it properly.

Why not just develop this land under the current “Ag” rules, into several 2 acre lots, so it fits with the neighborhood and ensure it has proper drainage that doesn’t impact the neighbors adversely?

Thank you for considering preserving the country atmosphere in Flower Mound. Copied below my signature is a letter I walked into the engineers office in The Atrium over a year ago, concerning the drainage problem. A copy was sent to the developer.

Sue Marincel, BS MBA
2613 Briar Patch Ln
Flower Mound

July 12,

2016

Flower Mound Planning Services Department,
1001 Cross Timbers Road, Suite 2330
Flower Mound, TX, 75028

Susan Marincel
2613 Briar Patch Lane
Flower Mound, TX 75022

As a homeowner, I am concerned about water drainage issues with the proposed Serenity development on High Road (<http://www.flower-mound.com/DocumentCenter/View/1208>). Please ensure that almost **all** of the water runoff from this development drains to the west (directly to the lake) for the following reasons:

- The land currently drains to a small creek which crosses High Road and flows down Briar Patch Ln.
- Under heavy rain conditions (ground saturation) this drainage creek will occasionally overflow into our yards and driveways. I have seen it as high as ankle deep on Briar Patch Ln .
- The land currently absorbs a lot of water (sandy with grass), but roads and roofs do not absorb water.
- Contour lines on the proposed development currently show **all** the roofs and roads to be on the east side of the contour ridge, which means they will drain down Briar Patch Ln.
- If the proposed streets drain to High Road, they will drain down Briar Patch Ln.
- Please ensure the development has proper grade and adequate storm drains to take the runoff to the west side of the development where it will not impact our neighborhood. I am concerned about possible damage to roads, culverts, yards, and a pond dam along Lakeridge Dr., Briar Patch Ln., and Bolo Ln. if we take more runoff.

Thank you for your consideration,

Susan Marincel

[REDACTED]

[REDACTED]

Copy sent to developer

From: [Cindi Price](#)
To: [LauriAnn Cash](#)
Subject: FW: Concerns over senenity
Date: Thursday, November 09, 2017 1:11:07 PM

-----Original Message-----

From: Letha Morgan [REDACTED]
Sent: Monday, September 26, 2016 12:49 PM
To: Cindi Price [REDACTED]
Subject: Concerns over senenity

One of my major concerns is the developer is wanting to cut trees along the lake side. The only listed elevation I have seen displayed on a map by the developer is 564.

564 is an arbitrary number. 566 is the point where the lake goes over the spill way and 572 elevation is the elevation army Corp is allow to flood. Which is also the elevation the army Corp has an easement. As any homeowner who lives on the lake knows, over the past two years the amount of wildlife searching for a place live has substantially increased due to increased lake levels. If the developer removes more trees, they are removing homes for this wildlife to go with increased lake levels. And not only that but soil erosion is a higher concern. Removing the trees and other vegetation will no longer protect the erosion of the property even without the high lake levels, simple heavy rains will erode the property. Particularly for those individuals who would be adjacent to this properties. Where in which retaining walls will require army Corp approvals at or below 572 elevation. And rearrangement of soil to fill requirements for approval by Corps.

These seem like problems easily remediate by not altering the master plan.

Thanks,
Letha Morgan

From: [Cindi Price](#)
To: [LauriAnn Cash](#)
Subject: FW: SERENITY (ZPD16-0007)
Date: Thursday, November 09, 2017 1:10:50 PM
Attachments: [Serenity Objections.docx](#)

From: Jim [REDACTED]
Sent: Sunday, September 25, 2016 9:53 AM
To: Cindi Price [REDACTED]
Subject: SERENITY (ZPD16-0007)

Ms. Price,

Please forward to all members of the Town Council and Planning and Zoning Commission.

Jim Pierson
3209 High Rd
Flower Mound, Tx 75022

September 26, 2016

SERENITY (ZPD16-0007)

Comments and Objections to this concept plan as submitted:

1. The Land Use Plan – Cross Timbers Conservation Development District
 - a. “being single family residential.....at net densities no greater than one unit per two acres”
 - b. “Moderate increases in densities *may be appropriate*”.
2. The developers of this tract have requested 18 lots for a density of 1.6.
 - a. This is the maximum density that can be granted and does not comply with either the letter or the intent of the MP which states “Density shall be commensurate with the quality and character of the open or natural lands”
3. The developers appear to be asking for “gates” and two entrances to this tract.
 - a. High Road is a “Scenic corridor” As such houses should be placed “outside of the view area or by sitting new lots so the houses face the roadways across conserved open space with access from a street internal to the development”
 - b. This requirement has been consistent since the 2001 MP and all developments that have gone on in this area have been managed in this manner.
4. As mentioned in Chuck Russell’s Memorandum of 7/17/2016 it is incumbent on the developer to demonstrate how the proposed development meets or exceeds the intent of :
 - a. “Vision Statement for the Town of flower Mound Master Plan” which states
 - i. “preserve the country atmosphere and natural environment that makes Flower Mound a unique and desirable community”.
 - b. “Crosstimbers Conservation Development District”
 - i. “Scenic Corridors and vistas”

This development as submitted is outside of the intent of the MP and those areas singled out as requiring special consideration for development.

1. “Moderate increases in densities *may be appropriate*”, *not maximum allowed*
2. houses should be placed “outside of the view area or by sitting new lots so the houses face the roadways across conserved open space with access from a street internal to the development”
3. Adhere to entrance and fencing requirements within the “Scenic Corridors and Vistas”

The key to making this development acceptable is to not only meet but exceed the intent of the MP for this area.

Further, the addition of the requested number of houses will negatively impact traffic on a narrow, winding and already risky road by adding a significant number of trips for the full length of High Road. In 2009, the following data was published for traffic by NTCOG:

Location						
ID	Date	Source	Count	Roadway	Direction	City
12244	9/14/2009	Saturation Count Program, TxDOT	362	SUNNYVIEW	Both	Flower Mound

Note: this does not measure traffic south of Sunnyview. I would also point out that since 2009 there has been a significant increase in new homes in this protected and eclectic neighborhood. I'm sure the Town can provide an estimate of the number of trips the addition of these proposed homes will generate. To continue to escalate traffic on High Road creates a dangerous scenario for the existing residents and their children.

I would suggest that the developers redesign this layout to move the homes to the back of the property and create the required open space adjacent to High Road to ""preserve the country atmosphere and natural environment that makes Flower Mound a unique and desirable community". The net affect would be to reduce the number of houses to between 12-14, do away with the double entry (excluding any required fire entry) and create a significant landscape buffer to High Road.

From: [Tommy Dalton](#)
To: [Doug Powell](#); [Chuck Russell](#)
Subject: "High Road" Development
Date: Monday, June 20, 2016 1:46:16 PM

From: Tim Runte [REDACTED]
Sent: Monday, June 20, 2016 11:19 AM
To: Town Council
Subject: "High Road" Development

Council,

Regarding Ordinance No. 64-13 and how it relates to the proposed High Road development presented by Reginald Rembert of Rembert Builders, Inc. As you may be aware, the first formal meeting regarding this project was on June, 15, 2016 at 6:30pm.

Ordinance No. 64-13 Section 4.

- "...at net densities no greater than one unit per two acres." – Fail. This development does **not** meet this requirement. It was presented that it would be one unit per 1.6 acres.
- "Moderate increases in densities may be appropriate in combination with cluster developments..." – Fail. A 25% increase in density is hardly "Moderate".
- "...preserve the Cross Timbers ecosystem, other natural systems..." – Fail. It was presented that the HOA would mow, trim up, manicure and maintain the open space. This open space adjoins Corp property met by Lake Grapevine. Manicuring this space will displace countless species of wildlife including but not limited to deer, mountain lion, turkey, dove, snakes, squirrels, wild hogs, etc.
- "...preserve Scenic Corridors and Vistas." Fail. The large majority of the open space as it was presented in the meeting was on the west side of the property. The now Scenic Corridors and Vistas from High Road will become completely invisible; blocked by fences, gates and 5,000sf two-story homes.

Ordinance No. 64-13 Section 5.

- "Cluster developments may be allowed in the District and **must** demonstrate the following."
- "...and shall contain a mixture of lot sizes and any development shall be cognizant of external adjacent lot sizes." Fail. The lot size of the property directly to the north is approximately 8 acres, to the south 7 acres, to the east (north of Lake Ridge) 12 acres, to the east (south of Hickory Springs) is 1 acre, and (north of Hickory Springs) is 1 acre. Rembert presented these lots would be approximately 30,000sf or about .688 of an acre. Again, this development fails.
- "...placing new houses outside of the view area." Fail. All 18 new houses will be clearly **inside** the view area.
- "...rather than providing a view from the roadways into back yards or rear alleys." Fail. Clearly, at least three homes are planned to adjoin High Road.

Gentlemen, these are simply only a few facts regarding this proposed development for High Road. I have intentionally left out my personal opinions of the MPA change of 2013 and the impact (either positive or negative) it's had on our community to date. As it's written today, the High Road development as presented by Rembert Builders is not in compliance with the Towns' Ordinances. I would appreciate any facts you can provide me that would support this development moving forward.

Please, if you do not have a response to my request, please simply send me a reply email so that I know that this email was received.

Kind regards,

Tim Runte'
3480 High Road

This e-mail and any attachments may be confidential or legally privileged. If you received this message in error or are not the intended recipient, you should destroy the e-mail message and any attachments or copies, and you are prohibited from retaining, distributing, disclosing or using any information contained herein. Please inform us of the erroneous delivery by return e-mail. Thank you for your cooperation.

From: [Tommy Dalton](#)
To: [Doug Powell](#); [Chuck Russell](#); [Cindi Price](#)
Subject: FW: Proposed Serenity development
Date: Wednesday, May 31, 2017 11:51:49 AM

From: Tim Runte [REDACTED]
Sent: Wednesday, May 31, 2017 11:42 AM
To: Town Council
Cc: Jimmy Stathatos
Subject: Proposed Serenity development

Mayor and Council,

My initial email to you regarding this proposed development was emailed on June 20, 2016, 5 days after the developer's required first meeting with the residents. I would now like to follow up and share my thoughts after attending the second required meeting which took place on May 30, 2017. I'll limit my comments completely to the facts of this specific proposed development, the Town's Master Plan and Ordinance No. 64-13.

Ordinance No. 64-13 Section 5 describes eight development options within the District (CTCDD). Number eight pertains to the proposed Serenity development as Mr. Rembert mentioned last night that was the only option he would be interested in deploying for this particular project.

Ordinance No. 64-13 Section 5, No. 8 states the intent of the clustering option is to maximize open space conservation, including preserving Scenic Corridors and Vistas, on a site by site basis to realize a community benefit that provides the Town with its unique country atmosphere and natural environment. The continuation and/or connection of open space areas between adjacent developments are important in protecting the ecological value in the District. **Cluster developments may be allowed in the District and must demonstrate the following:**

No. 8, b. states "Minimum lot size is one-half acre or 21,780 square feet; however, any development shall contain a mixture of lot sizes and any development shall be cognizant of external adjacent lot sizes." **Mr. Rembert represented his minimum lot size is 30,002 square feet and maximum lot size is 30,586 square feet; a difference of 584 square feet or 1.95%. In addition, the property directly to the north of this planned development is 8 acres, to the south 7 acres, to the east (north of Lake Ridge) 12 acres, to the east (south of Hickory Springs) is 1 acre.**

No. 8, c. says Any recreational use should be characteristic of the District, compatible with adjacent land uses and should be open to the public. **The developer of Serenity is proposing a gated community, not assessable to the public.**

Elements needing consideration within the district include:

1. Scenic Corridors and Vistas – "...Compliance with SMARTGrowth Analysis could be achieved by conservation or cluster development, placing new houses outside of the view area..." **There are clearly 3, maybe 4 home sites presented last night in which the view from High Road would be into rear alleys or back yards. ALL of the homes would**

be in the “view area” of the High Road Scenic Corridors and Vistas.

2. High Road is one of these “scenic corridors.” The ordinance states that properties adjacent to these roads provide extensive views into the District. It goes on to say compliance could be achieved in a cluster development by placing new houses outside of the view area, or by siting any new lots so the houses face the roadways across conserved open space...” **As I mentioned earlier, between 3 and 4 home sites do not face the roadways across conserved open space. More importantly, the majority of the open space as it was presented in the meeting was on the west side of the property (assessable by boat). The now scenic corridors and vistas from High Road will be replaced with a fence surrounding the entire gated community followed by two-story 5,000 sf plus houses.**

I could go on further as to how this development would have numerous violations of Ordinance No. 64-13. At this point I’ll spare you of any additional details. I would encourage and invite each of you to drive a few miles west, grab a cold beverage at my home on High Road and tour the proposed Serenity project. Contrary to what you may think, I am not anti-growth, anti-property owner’s rights, nor do I believe/expect the 30 acres in question will sit idle for ever. However, I do expect my Council representatives uphold the current Ordinances or go through the proper channels/processes to change them. The Serenity project currently does not meet the requirements of our Town’s Ordinances.

Kind regards,
Tim Runte’
3480 High Road
[REDACTED]

This e-mail and any attachments may be confidential or legally privileged. If you received this message in error or are not the intended recipient, you should destroy the e-mail message and any attachments or copies, and you are prohibited from retaining, distributing, disclosing or using any information contained herein. Please inform us of the erroneous delivery by return e-mail. Thank you for your cooperation.

From: [REDACTED]
To: [planning](#)
Subject: opposition to the proposed CTCDD cluster development Serenity
Date: Thursday, November 09, 2017 1:37:48 PM

To Whom it May Concern,

It is disturbing and alarming to all the residents in the High Road Community that there is a proposal for cluster housing for the Serenity development. This is not consistent with both the existing agricultural zoning nor single family estate zoning.

This proposal affects all the residents of this semi-rural community and all are opposed to it. We ask that it remain as agricultural zoning for the benefit of all the residents. No-one wants this. The “serenity” proposal will only take away from the wild serenity of the area, and once lost, will never be retrieved. This proposed development not only threatens many native oaks, but also numerous other species of fauna and flora. We welcome all into our neighborhood who settled here for the reasons that we did and appreciate the openness and beauty of the area. We would like to keep the High Road Community beautifully country.

Many Thanks

Julianne Stewart
[REDACTED]

Please see the attached letter from Jerry Tobin, the property owner to the north.

OPPOSITION to CLUSTER on HIGH ROAD

Up-date: November 8, 2017

Yesterday, Nov. 7th, the Town's ECC (Environmental Conservation Commission) heard the Developer's Submittal. The task of the ECC is to recommend or deny to the Planning & Zoning Dept and Town Counsel.

The Commissioners made a motion to DENY approval on the basis it is "inconsistent" with the area. The Motion to Deny passed 5 to 2.

Next step:

Nov 13th, 6:30 p.m. in Town Hall PLANNING & ZONING

Nov. 20th, 6:00 p.m. (please note earlier time) in Town Hall TOWN COUNCIL.

TURNOUT IS EXTREMELY IMPORTANT!! Your presence is needed at both, however, if you can only make ONE of the two meetings PLEASE opt to come to the Nov. 20th meeting at 6 p.m. when the Town Council will hear and VOTE to approve or deny the Serenity CLUSTER development.

Mr. Michael Coker, Michael R. Coker Company, will be making a Power Point presentation in OPPOSITION to the Cluster on High Rd. Mr. Coker has been retained by a few of the neighbors with property within 200 feet of the "Serenity" 29 acres. Mr. Coker's power point presentation will take about 15 minutes.

Usually, each town resident is allowed to speak at both P&Z and Town Council. When you enter the Town Hall there will be a slip of paper to fill out to speak. We are asking for residents who do not want to speak to "assign" either all or a portion of their 3 minutes. You do that by filling in the form as you enter the meeting, you check "against" and you write in "I am against the proposition and want to give my time to Michael Coker"

I cannot emphasize enough the IMPORTANCE of these two Town Meetings. The nature of High Rd. and our neighborhoods will be changed for the worse and totally out of character for what we now have along High Rd. The Cluster proposed will impact: environment, flooding, trees, traffic, create a gated closed off HOA etc.. Please show up to PROTEST and to maintain the AG Exemption on that land. The owner can develop lots 2 acres (5 or 6 max houses) and above as it is now zoned. The Cluster will crowd 16 new large houses on small lots.

Jerry Tobin

3031 High Rd. (we have the pasture to north of Serenity) 602 363 8767

From: [REDACTED]
To: [planning](#)
Subject: Opposition to Serenity (ZPD16-0007).
Date: Wednesday, November 08, 2017 6:35:59 PM

To Whom it may concern,

Please note below.

Opposition to Serenity (ZPD16-0007).

Many Thanks,

Keith

Keith Stewart
7585 Lost Creek
Flower Mound Texas, 75022

[REDACTED]
[REDACTED]



Virus-free. www.avast.com

From: [Neil](#)
To: [planning; Town Council](#)
Subject: Serenity Development, High Road, Flower Mound, TX
Date: Tuesday, August 29, 2017 2:55:10 PM

To: Chuck Russell, Town Planner

Sir,

I have taken the opportunity to review the three of the more-recent documents regarding the Serenity Development and, although I have several thoughts and concerns about the development, I think the following are among the most relevant.

In the Chuck Russell memorandum dated Aug. 23, 2017, staff repeat comment #4 stated:

Develop the property as a cluster development. The intent of the clustering option is to maximize open space conservation, including preserving Scenic Corridors and Vistas, on a site by site basis to realize a community benefit that provides the Town with its unique country atmosphere and natural environment. The continuation and/or connection of open space areas between adjacent developments are important in protecting the ecological value in the District. Cluster developments may be allowed in the District and must demonstrate the following

I believe we must try to keep in mind the original intentions behind the concept of cluster development. In a nutshell, cluster development was proposed and reluctantly agreed to for the following two reasons:

- 1) Find a way to violate the Flower Mound Master Plan and SMART Growth Management Plan, while
- 2) Giving back to the existing community and the town something in return that made #1 palatable.

The proposed Serenity Development certainly achieves the first, but comes nowhere close to the second. Cluster development is intended to increase the number of residences AND provide the existing community and the town access to park and recreational areas. That is the whole purpose of cluster development – give the existing community something in return for violating the Master Plan. The proposed Serenity Development gives nothing back. It will simply result in the complete devastation of what is now a very scenic view at the end of High Rd and result in a vista of nothing but a gated community looking onto the backs and sides new housing.

The developer's response was as follows:

Because of the unique topography of this site, views through the entire property are not possible. The property rises in elevation from High Road to the west and then drops dramatically to the west in the middle of the property to Lake Grapevine. In its existing condition, the western portion of the property, approximately 17.6 acres, cannot be viewed from High Road because of topography. This is 61% of the property that cannot be viewed prior to any development. We have located the houses in the middle of the project near the top of this hill. The only place where the top of the hill is near High Road is at the far south end of the property. At this location, our new revised concept plan provides a view corridor all the way through the property that is a minimum of 56' in width. The western portion of this property contains the highest level of ecological value and great care has been taken to preserve this portion of the property. We believe that we have gone far and above in order to protect the valuable traits of this property.

So, as per document 3a3-Concept Plan-080417.pdf, the developer is planning to devastate approximately 1398.7 frontage-feet of property (along High Rd) containing a magnificent meadow, spring and summer wildflowers, with an amazing backdrop of oaks on the ridge, and in exchange for that, we, the existing community, will get back a 56' view corridor so that we can see, what, a tree or two, maybe? Again, the existing community, and the town as a whole, get nothing in return for the developer's demand that the Master Plan be ignored.

One issue that does not appear to be considered is traffic. Traffic along High Rd is already excessive and dangerous. The speed limit is 30 mph, which is probably too high because of the blind hills, driveways, and roads, but even that speed limit is not enforced. Pedestrians and cyclists are in ever-present danger due to the speeders on the road. The traffic situation sharply degraded when Immel Estates was added, and there's every reason to believe the situation on High Rd will worsen dramatically with the addition of 20 – 40 new motorists from Serenity.

I ask that you reject the current plan. Stay within the confines of the Master Plan and the SMART Growth Management Plan. However, if a cluster development is approved, remove the gated community aspect of the development. At least allow the current community to get some use out of the development. There is no reason to add a gated community. Require the developer to add a park and recreational area in the "open area" and make it available to everyone in the general Franklin Hills / Immel Estates vicinity.

Additionally, please address the traffic issue. Provide some mechanism to monitor and control the speed limits on High Rd. It is dangerous and needs to be fixed.

Respectfully,

Neil Sutter

From: [Chuck Russell](#)
To: [REDACTED]
Cc: [Matthew Hotelling](#); [LauriAnn Cash](#)
Subject: RE: Serenity Development, High Road, Flower Mound, TX
Date: Friday, September 08, 2017 11:31:05 AM

From: Neil [REDACTED]
Sent: Tuesday, August 29, 2017 2:58 PM
To: planning; Town Council
Subject: Serenity Development, High Road, Flower Mound, TX

To: Chuck Russell, Town Planner

Sir,

I have taken the opportunity to review the three of the more-recent documents regarding the Serenity Development and, although I have several thoughts and concerns about the development, I think the following are among the most relevant.

In the Chuck Russell memorandum dated Aug. 23, 2017, staff repeat comment #4 stated:

Develop the property as a cluster development. The intent of the clustering option is to maximize open space conservation, including preserving Scenic Corridors and Vistas, on a site by site basis to realize a community benefit that provides the Town with its unique country atmosphere and natural environment. The continuation and/or connection of open space areas between adjacent developments are important in protecting the ecological value in the District. Cluster developments may be allowed in the District and must demonstrate the following

I believe we must try to keep in mind the original intentions behind the concept of cluster development. In a nutshell, cluster development was proposed and reluctantly agreed to for the following two reasons:

- 1) Find a way to violate the Flower Mound Master Plan and SMART Growth Management Plan, while
- 2) Giving back to the existing community and the town something in return that made #1 palatable.

The proposed Serenity Development certainly achieves the first, but comes nowhere close to the second. Cluster development is intended to increase the number of residences AND provide the existing community and the town access to park and recreational areas. That is the whole purpose of cluster development – give the existing community something in return for violating the Master Plan. The proposed Serenity Development gives nothing back. It will simply result in the complete devastation of what is now a very scenic view at the end of High Rd and result in a vista of nothing but a gated community looking onto the backs and sides new housing.

The developer's response was as follows:

Because of the unique topography of this site, views through the entire property are not possible. The property rises in elevation from High Road to the west and then drops dramatically to the west in the middle of the property to Lake Grapevine. In its existing condition, the western portion of the property, approximately 17.6 acres, cannot be viewed from High Road because of topography. This is 61% of the property that cannot be viewed prior to any development. We have located the houses in the middle of the project near the top of this hill. The only place where the top of the hill is near High Road is at the far south end of the property. At this location, our new revised concept plan provides a view corridor all the way through the property that is a minimum of 56' in width. The western portion of this property contains the highest level of ecological value and great care has been taken to preserve this portion of the property. We believe that we have gone far and above in order to protect the valuable traits of this property.

So, as per document 3a3-Concept Plan-080417.pdf, the developer is planning to devastate approximately 1398.7 frontage-feet of property (along High Rd) containing a magnificent meadow, spring and summer wildflowers, with an amazing backdrop of oaks on the ridge, and in exchange for that, we, the existing community, will get back a 56' view corridor so that we can see, what, a tree or two, maybe? Again, the existing community, and the town as a whole, get nothing in return for the developer's demand that the Master Plan be ignored.

One issue that does not appear to be considered is traffic. Traffic along High Rd is already excessive and dangerous. The speed limit is 30 mph, which is probably too high because of the blind hills, driveways, and roads, but even that speed limit is not enforced. Pedestrians and cyclists are in ever-present danger due to the speeders on the road. The traffic situation sharply degraded when Immel Estates was added, and there's every reason to believe the situation on High Rd will worsen dramatically with the addition of 20 – 40 new motorists from Serenity.

I ask that you reject the current plan. Stay within the confines of the Master Plan and the SMART Growth Management Plan. However, if a cluster development is approved, remove the gated community aspect of the development. At least allow the current community to get some use out of the development. There is no reason to add a gated community. Require the developer to add a park and recreational area in the "open area" and make it available to everyone in the general Franklin Hills / Immel Estates vicinity.

Additionally, please address the traffic issue. Provide some mechanism to monitor and control the speed limits on High Rd. It is dangerous and needs to be fixed.

Respectfully,

Neil Sutter

From: [Cindi Price](#)
To: [LauriAnn Cash](#)
Subject: FW: Opposition to Serenity Development (ZPD16-0007)
Date: Thursday, November 09, 2017 1:12:57 PM

From: Michelle Talaifar [REDACTED]
Sent: Tuesday, October 11, 2016 8:25 AM
To: Cindi Price [REDACTED]
Subject: Opposition to Serenity Development (ZPD16-0007)

Good morning Ms.Price,
Please forward to all members of the Town Council and Planning and Zoning Commission.

My husband and I are in opposition to the Serenity Development (ZPD16-0007) as it stands proposed for a few different reasons.

1, As the current plan is set up for the Serenity project shows a wall to be built surrounding the property and and does not fit in with the High Rd area at all. There are no structures like this any where in the area.

2.The lot sizes for sale to the " new homeowners are too small", a suggestion is new lots be at a 2 acres plus size. We moved out here over 10 years ago to get away from Cluster Housing (which this area is not currently zoned for) and by allowing the new developer to build lots of less that .6 acres that is what this is new development would turn into..Cluster Housing.

In the 10 plus years we have lived here we know that as it stands there is a dangerous curve just south on High Road as you pass Rolling Hills. This Curve right now is very dangerous and there have been several incidents where people have almost ended up with head on collisions both with other vehicles as well as pedestrians. New neighbors move in and they walk against the traffic around this curve where site line is very obscure. If you can't see the next vehicle coming surely you can't see people walking against the traffic. Just the other day there was again a new neighbor pushing a baby carriage with her son on a bicycle in front of her riding it around this dangerous curve. Living here for so long I know to obey the speed law however even with the law (speed zone) in place it doesn't help much.By keeping the Acreage size to a 2 acre minimum the threat to imminent danger to the neighborhood as a whole is safer for us all.

3. Currently there are new drivers to this Curve, teenagers getting their licenses. This curve is hard to navigate already with experienced drivers and the new drivers (teenagers) to the road it is surely being set up as an accident prone area. If the current plan for Serenity is allowed to move forward, I foresee that there will be future accidents around this curve that could have been prevented. Less housing = Less drivers on the road.

I have spoken with several neighbors regarding this matter and as whole we all

agree... we move here to have a safer environment. To sleep better at night, and be able to raise our children in a safe environment and allowing this housing development to move forward will put us all in more danger while on the road.

We appreciate your consideration in this matter.

Michelle & Bahram Talaifar
7505 Hickory Springs Rd
Flower Mound TX 75022

Warm Regards,
Michelle Talaifar



From: [Tommy Dalton](#)
To: [Doug Powell](#); [Chuck Russell](#)
Subject: FW: Serenity
Date: Tuesday, September 27, 2016 9:53:22 AM

From: jena toich [REDACTED]
Sent: Monday, September 26, 2016 3:36 PM
To: Town Council
Subject:

Hi Town Council,
Here are a few of my concerns with the Serenity proposal:

- 1) The developer will be requesting an exemption from the Town's master plan requirement to preserve the upland riparian habitat. The upland riparian habitat on this property encompasses the woodlands on the west side of the property facing the lake. It is my understanding from the developer that most, if not all, those trees, will be cut down for his development. As with all riparian ecosystems, forests near a body of water act as nutrient and pollution filters for surface run-off which helps keep our lake cleaner. I also fear that the developer may not be aware that the "lake view" he hopes to create by cutting down the trees will instead be one of dried mud flats most of the time. The last two years have given us bountiful rainfall and floods which is hardly our normal weather pattern. The 29 acres really overlook a tributary to the lake which will dry-up often when we get back to our more "normal" drier weather.
- 2) Eighteen additional homes means 18 additional septic systems very close to the lake. The increased septic run-off can create the potential for lake dead zones in an already stressed ecosystem. Florida has been contending with this in their own rivers and lakes and now bans all additional septic systems next to a body of water. Dead zones are created by human related nutrient run-off as well as other factors that deplete the oxygen level in water making it harder for marine life to survive.
- 3) Another requirement of the Town is that the proposed development "fit" with the surrounding neighborhood. I am not sure a cluster development sandwiched in between its north and south side neighbors that own 10 acre rural plots and the horse farm that sits across from it makes it a desirable development there. I think the backs of many of those homes will be our new view driving down High Road.
- 4) My other personal distaste is putting in a gated community in our neighborhood that, per the Cross Timbers Development District Master Plan, is suppose to be developed to maintain a rural and open feel. We don't have a high crime rate, so is the developer protecting his new development from the rest of us? In other words, they can walk in our neighborhoods, but we are not allowed in theirs. We are a friendly bunch here and I just don't see the fit. While the horse farm and the large 10 acre plot do have gates, those gates are for individual houses, not streets.

Thank you!
Jena Toich
7408 Bolo Lane
Flower Mound, TX 75022

From: [KC Walsh](#)
To: [planning](#)
Subject: Opposition to SERENITY (zpd16-0007)
Date: Wednesday, November 08, 2017 4:01:42 PM

Please provide the following to the Planning & Zoning Commission for the November 13 meeting as well as the Town Council for their meeting on November 20. Thank you for your help.

DEVELOPMENT DOESN'T MEET TOWN VISION

The developer does not demonstrate how the proposed development meets or exceeds the intent of Vision Statement for the Town of Flower Mound Master Plan which states developments should "preserve the country atmosphere and natural environment that makes Flower Mound a unique and desirable community". *There is neither an explained or realized community benefit from this development.*

DEVELOPMENT DOESN'T PRESERVE SCENIC CORRIDORS AND VISTAS

High Road is a "Scenic corridor," as such houses should be placed "outside of the view area or by sitting new lots so the houses face the roadways across conserved open space with access from a street internal to the development." The fronts of the three houses in the development that sit closest to High Road face an internal street, **while the side views of these houses face High Road.**

The development's 6' tall interior wrought iron security fence eliminates visibility into the property to view the scenic corridor and vista. (A scenic corridor is comprised of any land which is visible from High Road that possesses any of the open space or natural elements indicative of the country atmosphere and natural environment.) It also discourages community access to the existing trails on the west side of the development except through a pedestrian gate accessible only from Corps property. (Note: the OPEN SPACE MANAGEMENT PLAN is not finalized, the developer THINKS he will use an HOA. What is the likelihood that an HOA will keep these theoretical pedestrians gates unlocked for access through their SECURITY FENCE into their neighborhood??? For that matter, or not replace the prairie in front with sod?)

Conserved open space should be integrated into the setback buffer to maintain the country atmosphere of the CTCDD and to protect existing neighborhoods. The majority (over two thirds) of Serenity's open space is on the west side of the development, only benefitting the development itself, not the community. It is not visible at all from High Road due to the houses and security wrought iron fence in front of it, neither is it "OPEN."

DEVELOPMENT IS NOT COGNIZANT OF EXTERNAL ADJACENT LOT SIZES AND DOESN'T PROVIDE AN APPROPRIATE TRANSITION TO EXISTING LAND USES

Adjacent properties on the west side of High: Property to the south is 7.28 acres and zoned Agriculture, to the north is 10 acres, also zoned Agriculture. The lots on the east side of High within 200 feet are as follows (in acres): .98, 10.56, 18.73, .95, 1.0 and 2.0. The largest of these properties are comprised of pasture and improved pasture and house llamas, cattle and horses. The largest lot in the proposed development is the same size as the smallest lot within 200 feet.

DEVELOPMENT DOESN'T CONTAIN A MIXTURE OF LOT SIZES

With the exception of the two lots at the main entrance, the lot sizes are .7 acres and are laid out very similarly.

DEVELOPMENT DOESN'T CONNECT OPEN SPACES BETWEEN ADJACENT PROPERTIES

The development places five lots directly on the north property line next to the adjacent property's open space of pasture and improved pasture. Though the proposed lots of the development on the south side of the property do not sit on the property line as they do on the north side, the lots leave very little open space next to the adjacent property's improved pasture.

DEVELOPMENT ISN'T CONSISTENT WITH THE LOT SIZES & PATTERNS OF SURROUNDING NEIGHBORHOODS

According to the developer during the second public meeting, houses will be 30' apart from each other, I'd be extremely surprised if any other houses along High Road are that close to one another and if they are, it would be an anomaly.

There are 10 neighborhoods off of High Road. ***Not one neighborhood is fenced in or gated.*** The 6' wrought iron fence sitting behind the split rail defeats the purpose of the fence requirements for the CTCDD.

DENSITY: 16 lots over 28.92 acres for a density of 1.8

This density does not comply with either the letter or the intent of the Master Plan which states "density shall be commensurate with the quality and character of the open or natural lands."

Land Use Plan in the CTCDD dictates single family residential should have densities no greater than one unit per two acres.

Over the last twenty years, the two developments built off of High Road: High Meadow in 2013 (with a 2.15 density) and Immel Estates in 1997 (2.33 density) have established the appropriate density standard for the area.

KC Walsh
3525 High Rd
Flower Mound, TX 75022

From: [Cindi Price](#)
To: [Doug Powell](#); [Chuck Russell](#)
Subject: FW: Serenity Development 2nd public meeting
Date: Tuesday, June 06, 2017 1:37:17 PM

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

From: [REDACTED]
Date: Thu, Jun 1, 2017 at 8:41 PM
Subject: Serenity Development 2nd public meeting
To: mayor@flower-mound.com, Place1 - Jason Webb <place1@flower-mound.com>, place2@flower-mound.com, place3@flower-mound.com, place4@flower-mound.com, place5@flower-mound.com

Mayor and Council,

This past Tuesday, I attended the second public meeting presented by the developer of the proposed Serenity Development, a cluster development on High Road allowed under Ordinance 64-13.

The developer made it quite clear he was there only because he was required to. He has not addressed the public's nor the planning department's concerns or comments with the exception of a minor fence detail. He was unable to answer simple questions about this development, such as setbacks and buffers. He has shown blatant disregard to the entire process by grading and clearing sections of the property. He lied on numerous occasions.

One question I did specifically ask the developer was his intent to ask for an exception to the Upland Habitat Mitigation requirements, as he requested this exception in his Letter of Intent. He answered that there had been a change in the Town where he no longer needs to ask for the exception. I found this answer to be very strange, do you happen to know what he was referring to?

All and all, I found the meeting to be insulting, a joke, a complete farce. This development is a far cry from resembling the requirements of cluster development outlined in 64-13. But the developer is not going to change anything because according to him at the conclusion of the meeting, his other clusters were the same and they were passed, so this is going through.

Thank you for your service to the Town, and I appreciate being able to voice my concerns to you,

KC Walsh
3525 High Rd

Sent from my iPad

THE SILVERA FIRM

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

17070 DALLAS PARKWAY
SUITE 100
DALLAS, TEXAS 75248

TELEPHONE (972) 715-1750
FACSIMILE (972) 715-1759
MMYERS@SILVERALAW.COM

October 20, 2017

Via First Class Mail and

E-mail: townsecretary@flower-mound.com

Ms. Theresa Scott
Town Secretary
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028

Re: Serenity (ZPD16-0007)

Proposed Development at 2801 High Road, Flower Mound, Texas (the
“Development”)

Dear Ms. Scott, Town Council Members, Planning and Zoning Members, and Town Staff:

As you may already know, I represent one or more property owners within 200' of the above-referenced Development, and I have been retained to express some of the concerns various neighbors have with regard to the Development as well as the conduct of the developer Rembert Enterprises, Inc. (the “Developer”) through the application process. First and foremost, please recall a petition was filed with the Town of Flower Mound (the “Town”) signed by nearly 200 citizens of the Town indicating their opposition to the Development. Not only is it important to note the number of signatures obtained by neighbors of the proposed Development, but it is equally important to note the signatures included 7 of the 8 neighbors within 200' of the proposed Development. Just for your information, it has come to my attention now all 8 neighbors within 200' of the proposed Development have voiced their opposition to the proposed Development. Please allow this letter to serve as an explanation as to why such opposition to the proposed Development exists.

Developer Disregards Municipal Code and Destroys Protected Habitat

According to the Town of Flower Mound's active case log, the application related to the Development was filed on June 20, 2016 (the “Application”). Pursuant to the “enhanced notification requirements” the Developer was required to place an informational sign within five

LETTER TO TOWN OF FLOWER MOUND

OCTOBER 20, 2017

PAGE - 2

(5) days after the date the Application was filed. The Developer failed to place any such informational sign on the property until September 15, 2016. One of my clients actually witnessed the Developer placing the informational sign on the property on September 15, 2016, and if inquiry is made into photographs the Developer provided to the Town of Flower Mound (the "Town") to evidence his compliance with this provision of the Municipal Code, you will discover the metadata indicates both pictures were taken on the same date, which is September 15, 2016. Apparently the Developer believes posting the signage required by the enhanced notification requirements eighty-two (82) days late provides the "enhanced notification" the Town intended for such a cluster development.

I must credit the Town and their legal counsel for the amount of time and energy invested in responding to my Freedom of Information Act request, I appreciate the thoroughness with which the Town and their legal counsel provided documents in response. I invested a significant amount of time reviewing each and every page produced in response to my Freedom of Information Act request. Notably, while I was able to locate a copy of the notification of the second public meeting to landowners regarding the Development, I was unable to locate a copy of the notification of the first public meeting. This fact might be the reason why the first meeting was so sparsely attended, while the second meeting related to this Development was a "standing-room-only" event. It seems readily apparent the intent of the "enhanced notification requirements" was not achieved by the Developer.

On January 30, 2017, I was contacted by one of my clients who indicated work was being conducted on the property related to the Development (the "Property"). I instructed my client to take pictures and to send me a copy of the pictures evidencing the work being conducted on the Property. With great credit to legal counsel for the Town (Mr. Bryn Meredith) responded the same day indicating the Town did not authorize the work and the office of Code Enforcement would be investigating the matter. On February 2, 2017, I followed up with Mr. Meredith indicating my concern the unauthorized work, which felled large swaths of trees and vegetation and leveled paths through the Property (apparently in an attempt to provide dirt roads for heavy equipment to ingress and egress from the Property), had impacted both the Upland Habitat and the Topographical Slope present on the Property (the "Violation E-mails"). A true and correct copy of said Violation E-mails are attached hereto as "Exhibit 1," and are incorporated by reference as if fully set forth herein.

On January 31, 2017, Mr. Matthew Woods (Director of Environmental Services for the Town) issued a communication to the Developer confirming: (a) grading work was done on the Property; (b) trees were removed from the Property; (c) brush was removed from the Property; and (d) the unauthorized work impacted both the Environmentally Sensitive Areas of Upland Habitat and Topographical Slope at the Property. The Town properly issued a citation and directed the Developer to discontinue work on the Property without first obtaining a proper permit and authorization (the "Woods E-mail"). A true and correct copy of the Woods E-mail is attached hereto as "Exhibit 2," and is incorporated by reference as if fully set forth herein.

On February 9, 2017, a citation was issued to the owner of the Property related to the improper tree removal and dirt work conducted without a permit (the "Citation"). A true and

LETTER TO TOWN OF FLOWER MOUND**OCTOBER 20, 2017****PAGE - 3**

correct copy of said Citation is attached hereto as “Exhibit 3,” and is incorporated by reference as if fully set forth herein.

The Developer has not yet appeared before Planning & Zoning or Town Council, but already the Developer: (a) failed to timely post the zoning-change signs on the Property; (b) failed to have the first neighborhood meeting properly noticed to neighbors of the Property; (c) destroyed environmentally sensitive areas of Upland Habitat; and (d) destroyed environmentally sensitive areas containing protected topographical slope. This behavior calls into question the protections the Developer will provide for the “open space,” which the Developer proposes be regulated by a homeowners’ association the Developer will form. After exhibiting blatant disregard for the environmentally sensitive areas in violation of the Town’s ordinances, the Developer cannot be trusted to implement rules, regulations, covenants and/or declarations requiring the homeowners’ association to respect these areas.

The Development is Not Cognizant of Adjacent Lot Sizes

The Property is located within the Cross Timbers Conversation Development District Plan as set forth in the Town of Flower Mound Master Plan: Ordinance 26-11 (the “CTCD Area Plan”). A true and correct copy of the pertinent portion of the CTCD Area Plan is attached hereto as “Exhibit 4,” and is incorporated by reference as if fully set forth herein. The Developer proposes the Development to the Town as a cluster development. The CTCD Area Plan requires any development to contain a mixture of lot sizes and be cognizant of external adjacent lot sizes. The Development neither contains a mixture of lot sizes nor is it cognizant of external adjacent lot sizes. The lots adjacent to the Development have lot sizes as follows:

- 435,600 total square feet - adjacent lot to the north of the Development (130,680 square feet of residential lot, 217,800 square feet of native pasture, and an 87,120 square foot home site). Owned by the Kieckhefer Trust.
- 317,251 total square feet – adjacent to the south of the Development (273,691 square feet of improved pasture, and a 43,560 square foot home site). Owned by Robert Schnee.
- 43,036 total square feet – across High Road to the south, southeast of the Development. Owned by Mr. Dewberry.
- 459,994 total square feet – north of Mr. Dewberry’s lot and comprised of common area. Owned by Hi Road Home Owners.
- 815,848 total square feet – north of the lot owned by Hi Road Home Owners (153,766 square feet of pasture, 588,030 square feet of improved pasture, and 74,052 square feet of resident lot). Owned by Mike McCormick and/or Mike McCormick Farm, Inc.

LETTER TO TOWN OF FLOWER MOUND**OCTOBER 20, 2017****PAGE - 4**

- 41,505 total square feet – north of the lots owned by Mike McCormick and/or Mike McCormick Farm, Inc. Owned by Peter Perfetti.
- 43,625 total square feet – north of the lot owned by Peter Perfetti. Owned by David Hobt.
- 87,120 total square feet – north of the lot owned by David Hobt.

A true and correct copy of the Denton Central Appraisal District map of the area in question (the “DCAD Map”) is attached to this letter as “Exhibit 5,” and is incorporated by reference as if fully set forth herein. None of these properties contain more than one single family residence. Even a cursory review of the DCAD Map demonstrates the fact the Development is not cognizant of external adjacent lot sizes.

The Developer submitted a concept plan for the Development (the “Concept Plan”) to the Town, and a true and correct copy of said Concept Plan is attached hereto as “Exhibit 6,” and is incorporated by reference as if fully set forth herein. Because the Concept Plan does not provide the lot sizes, and therefore, it is impossible to make a determination regarding the amount of variance exists between each of the sixteen (16) lots. However, it seems apparent the lots are fairly close in size.

Development Does Not Provide an Appropriate Transition to Existing Land Uses

The CTCD Area Plan requires the Development provide an appropriate transition to existing land uses. *See* Exhibit 4, pg. 2, paragraph 8.d. The proposed Development consists of sixteen (16) lots with sixteen (16) family residences. A These sixteen residences are grouped together in clumps of eight (8) and seven (7) contiguous lots with a single lot separated from both clumps of lots by a street. *See* Exhibit 6 – Concept Plan. To the north of the Development exists 217,800 square feet of native pasture, to the south of the Development exists 273,691 square feet of improved pasture, and to the east of the Development exists 153,766 square feet of pasture and 588,030 square feet of improved pasture. Currently the Property upon which the Developer proposes to place the Development is comprised of 787,827 square feet of improved pasture, 438,649 square feet of native pasture, with a 21,780 square foot home site. Grouping a cluster of sixteen (16) lots into clumps of eight (8) and seven (7) contiguous lots is not an appropriate transition from the properties to the north and south of the Development.

Additionally, according to the Developer’s landscape plans (the “Landscape Plans”), the Development will be a gated community surrounded by a wrought iron fence between masonry columns as well as a split rail fence. A true and correct copy of said Landscape Plans is attached hereto as “Exhibit 7,” and is incorporated by reference herein. *See* Exhibit 7. None of the properties adjacent to the Development are gated communities. The transition from a lot to the north with a large quantity of pasture to gated community (the Development) and then back to a lot with a large quantity of pasture to the south does not provide for an appropriate transition required by the CTCD Area Plan. Moreover, the wrought iron fence is not consistent with the requirements for a standard rural fence as set forth in the Urban Design Plan (the “Urban Design Plan”). A true and correct copy of the pertinent portions of the Urban Design Plan are attached hereto as “Exhibit

LETTER TO TOWN OF FLOWER MOUND

OCTOBER 20, 2017

PAGE - 5

8,” and are incorporated by reference as if fully set forth herein. *See* Exhibit 8 – Urban Design Plan, pg. 4.40.

Development Destroys Scenic Corridor

It should be noted the purpose of allowing cluster developments is to preserve the scenic corridors which provide extensive views into the Cross Timbers Conservation District for the benefit of the community. *See* Exhibit 4, pg. 2, paragraph 8 and pg. 3, paragraph 2. The CTCD Area Plan states High Road is a scenic corridor. *See* Exhibit 4, pg. 3, paragraph 2.f. The CTCD Area Plan states properties adjacent to scenic corridors provide extensive views into the Cross Timbers Conservation District. *See* Exhibit 4, pg. 3, paragraph 2. The CTCD Area Plan states compliance with SMARTGrowth Analysis can be achieved by a cluster development, placing new houses outside of the view area, or by siting any new lots so the **houses face the roadways across conserved open space** rather than providing a view from the roadways into back yards or rear alleys. *See* Exhibit 4, pg. 3, paragraph 2 (emphasis added); *see also* Exhibit 8, pg. 4.41.

The Concept Plan shows the sixteen (16) lots are not placed outside of the view area. Seven (7) lots on the north side of the Property and at least two (2) lots on the south side of the Property will provide views into the backyards of the houses from High Road. While the houses are situated across from a small partition of “open space,” the vast majority of the “open space” is situated behind the sixteen (16) lots and will not be visible from the Scenic Corridor of High Road, and only a two of the eight (8) lots on the north of the Development face High Road. *See* Exhibit 6 – Concept Plan. The Development does not place the new houses outside the view area of High Road, a majority of the houses do not face High Road, about half of the houses will provide views into the backyards of the houses, and the open space which is being conserved will not be viewable from High Road.

Additionally, the Urban Design Plan states house lots should be grouped and dispersed to minimize linear relationships visible inside the scenic corridor. *See* Exhibit 8, pg. 4.41. The Concept Plan demonstrates the Development essentially is comprised of two groupings of eight (8) and seven (7) houses. *See* Exhibit 6. At the north end of the Development, it cannot be argued that at least five (5) lots are linear in relationship to each other. Towards the middle of the Development and leading to the south end of the Development, all seven (7) lots have a linear relationship.

The Development does not provide extensive views into the Cross Timbers Conservation District for the benefit of the community, but instead blocks the view into the Cross Timbers Conservation District and offers slivers of open space viewable from High Road in exchange. The Development is a feeble attempt by the Developer to feign compliance with the CTCD Area Plan, and allowing this Development to proceed will destroy the scenic corridor which currently exists on the Property. Section 98-166 of the SMARTGrowth Program states “[n]o development application or project shall be approved unless the proposed development shall occur in patterns that minimize the visual impacts of the development in relation to scenic roads, country roads and scenic corridors as designated in the master plan or any component plan thereof. The Development should not be approved because it destroys the view from High Road into the Cross Timbers Conservation District.

LETTER TO TOWN OF FLOWER MOUND

OCTOBER 20, 2017

PAGE - 6

Development Destroys Significant Amounts of Environmentally Sensitive Areas

During the application process, an Environmental Sensitive Area Survey was conducted on the Property (the “ESA Survey”). A true and correct copy of said ESA Survey is attached hereto as “Exhibit 9,” and is incorporated by reference as if fully set forth herein. The ESA Survey indicates the existence of Upland Habitat, Riparian Habitat, Prairie Habitat, and areas subject to Topographical Slope Protection. *See* Exhibit 9. As required by the ordinances of the Town, the Developer provided the Town with an Environmental Protection Plan (the “First EP Plan”). A true and correct copy of said First EP Plan is attached hereto as “Exhibit 10,” and is incorporated by reference as if fully set forth herein. The First EP Plan was prepared by KBA EnviroScience, Ltd. on January 4, 2016 and was revised on January 6, 2017. Another Environmental Protection Plan was prepared by Groundwater & Environmental Services, Inc. on February 15, 2017 and was revised on July 26, 2017 (the “Second EP Plan”). A true and correct copy of said Second EP Plan is attached hereto as “Exhibit 11,” and is incorporated by reference as if fully set forth herein.

The ESA Survey indicates approximately 16.48 acres of Upland Habitat was found on the Property. *See* Exhibit 9. The ESA Survey is dated August 10, 2016. The First EP Plan indicates approximately 15.43 acres of Upland Habitat was found on the Property. *See* Exhibit 10, pg. 5. The First EP Plan was revised on January 6, 2017. The Second EP Plan indicates approximately 14.94 acres of Upland Habitat was found on the Property. *See* Exhibit 11, pg. 5. The difference in the amount of Upland Habitat noted in the ESA Survey prepared by the Town and the First EP Plan and Second EP Plan are not insignificant. The difference in the amount of Upland Habitat between the ESA Survey and the First EP Plan is 1.05 acres. The difference in the amount of Upland Habitat between the ESA Survey and the Second EP Plan is 1.54 acres.

Between the time the ESA Survey was conducted (August 10, 2016), the Developer engaged in the removal of trees and engaged in grading the Property. *See* Exhibit 3. The Director of Environmental Services for the Town (Mr. Matthew Woods) indicated in his e-mail to the Developer that “unauthorized work impacted both the Environmentally Sensitive Areas of Upland Habitat and Topographical Slope at the Property.” In conducting the unauthorized work, the Developer destroyed between 1.05 to 1.54 acres of Upland Habitat on the Property. Unfortunately, the ESA Survey did not indicate the amount of acres of the Property which were subject to Topographical Slope Protection or it might be possible to determine how the Developer impacted those areas as well. The Second EP Plan requests a mitigation credit for 9.17 acres of Upland Habitat preserved by the Development due to the 5.77 acres of Upland Habitat impacted by the Development, however, nothing in the Second EP Plan takes into account the 1.05 acres to 1.54 acres of Upland Habitat the Developer destroyed in January 2017.

In addition to the destruction of Upland Habitat both pre-development and post development, the Development will also impact significant amounts of land subject to Topographical Slope Protection. The First EP Plan states the Development will impact 4.9 acres of land with topographical slopes between 5% to 12%. *See* Exhibit 10, pg. 7. The Second EP Plan indicates the Development will impact 5.1 acres of land with topographical slopes between 5% to 12%. Additionally the First EP Plan states the Development will impact .11 acres of land with topographical slopes in excess of 12% and the Second EP Plan states the Development will impact 1.6 acres of land with topographical slopes in excess of 12%. Section 98-147(a) of the

LETTER TO TOWN OF FLOWER MOUND

OCTOBER 20, 2017

PAGE - 7

SMARTGrowth Plan states “[n]o development application or project shall be approved that proposes development on any existing topographical slopes of 12% or greater or that proposes to alter any existing topographical slopes that are less than 12 percent but equal to or greater than five percent then available (other than within five feet of the footprint of the proposed structure or structures).” Not only did the Developer engage in illegal grading activities prior to presenting the Development to the Planning & Zoning Commission or the Town Council, but the Developer has failed to even attempt to qualify for an exception related to topographical slope protection set forth in Section 98-147(b) of the SMARTGrowth Plan.

Despite the fact: (a) the Development will impact 5.77 acres of Upland Habitat (in addition to the 1.05 to 1.54 acres of Upland Habitat the Developer destroyed in January 2017); and (b) the Development will impact between 5 to 6.7 acres of land subject to Topographical Slope Protection, apparently neither the Town nor the Developer deemed it necessary to conduct an analysis of the Development’s impact on Watershed Protection. Section 98-145 of the SMARTGrowth Plan states “[n]o development application or project with a project area greater than one and one-half acres shall be approved if the projected velocity exceeds predevelopment conditions or runoff exceeds the runoff that would occur for single-family residential development, with any additional runoff projected to be generated by development being retained on site and absorbed, evaporated and/or released from the development at a rate not exceeding single-family residential conditions.” The Development is approximately 29 acres in size having significant impact to existing Upland Habitat, Prairie Habitat, and land subject to Topographical Slope Protection but no one conducted an analysis to determine whether the Development will have any impact on the watershed, and if there is an impact, how the Developer plans to mitigate the effects.

Development Does Not Detail How Maintenance of Open Space will be Funded

The CTCD Area Plan requires a proposal for a development to “detail the perpetual maintenance and funding for the open space areas, which much be feasible and appropriate for the areas preserved.” See Exhibit 4, pg. 2, paragraph 8.c. The Developer submitted an incomplete Open Space Management Plan (the “Open Space Plan”) to the Town for consideration. A true and correct copy of said Open Space Plan is attached hereto as “Exhibit 12,” and is incorporated as if fully set forth herein. The Open Space Plan describes “Dedications and Restrictions” and “Covenants, Conditions and Restrictions” but does not include a copy of said documents for the Town or the public to review. See Exhibit 12, pg. 4, paragraphs 1.b. and 1.c. The Open Space Plan generally describes the maintenance of Woodland/Open Space (paragraph 1.d.), Bar Ditches (paragraph 1.e.), Drainage Culverts in Open Space (paragraph 1.f.), Fencing in Open Space (paragraph 1.g.) and Masonry Entry Feature in Open Space (paragraph 1.h.). Not only is the maintenance of masonry features, bar ditches, fences and drainage culverts confusing (why would those features be included in the “open space”), but the Open Space Plan is absolutely and completely devoid of any information related to the costs associated with maintaining the open space or any information related to how much the owners of the proposed houses will be required to pay to maintain the open space. The Developer’s Open Space Plan is not only incomplete because it does not have any of the exhibits referenced therein, but it is devoid of the information required by the CTCD Area Plan related to the funding for the maintenance of the open areas.

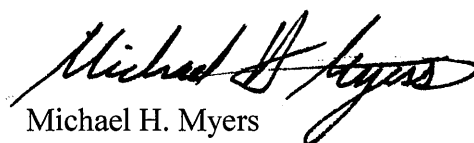
LETTER TO TOWN OF FLOWER MOUND

OCTOBER 20, 2017

PAGE - 8

For the reasons, the citizens of the Town of Flower Mound request the Planning & Zoning Commission and/or the Town Council for the Town of Flower Mound to deny the Developer's application for the proposed Development.

Sincerely yours,


Michael H. Myers

Enclosures

cc: *Via First Class Mail*
Tom Hayden

Via First Class Mail
Bryan Webb

Via First Class Mail
Don McDaniel

Via First Class Mail
Claudio Forest

Via First Class Mail
Brad Ruthrauff

Via First Class Mail
Mike McCall

Via First Class Mail
Laura Dillon

Via First Class Mail
David Johnson

Via First Class Mail
Jimmy Strathos

Via First Class Mail
Jason Webb

Via First Class Mail
Kevin Bryant

Via First Class Mail
Albert Picardi

Via First Class Mail
Perfecto Solis

Via First Class Mail
Laile Neal

Via First Class Mail
Al Linley

Via First Class Mail
Heth Kendrick

Via First Class Mail
Chuck Russell

EXHIBIT 1

Michelle Roberts

From: Michael Myers <mmyers@curtislaw.net>
Sent: Wednesday, February 01, 2017 2:13 PM
To: Bryn Meredith
Subject: RE: Town of Flower Mound - Zoning case number: ZPD 16-0007
Attachments: Serenity - ESA Survey Map Slope Map.pdf

Importance: High

Bryn,

Can you provide me with an update regarding the outcome of this matter?

There is an additional concern that I have regarding Mr. Rembert's unauthorized work on the property. Attached to this e-mail is a document that I obtained from the Town of Flower Mound that indicates, *inter alia*, that the area is subject to "Topographical Slope Protection" and includes "Upland Habitat." From the pictures that I provided to you, it seems relatively obvious that large swaths of trees and vegetation were leveled in order to provide dirt roads for the ingress and egress of equipment. Additionally, if Mr. Rembert engaged in any grading of the property, which appears at least possible from the pictures that I sent you, then it is possible that Mr. Rembert altered the topographical slope of the property prior to obtaining approval of the development and/or obtaining a change in the zoning related to the property.

In my opinion, Mr. Rembert's recent activity on the property is just more evidence of his penchant to disregard the ordinances of the Town of Flower Mound as well as the procedures for obtaining a change in the current zoning, and will, no doubt, only intensify the opposition to the proposed development.

On a related note, since it is my perception that Mr. Rembert seems to have a pathological tendency to disregard the Town of Flower Mound's requirements related to this property, I will likely be issuing a Freedom of Information Act Request (the "FOIA Request") to the Town of Flower Mound. Would you prefer that I send the FOIA Request to you or to the Secretary for the Town of Flower Mound? Please let me know at your earliest convenience so that I can get the FOIA Request sent out as soon as possible.

If you have any questions regarding the foregoing or the attached, please do not hesitate to contact me.

MICHAEL H. MYERS
CURTIS | CASTILLO PC
 Bank of America Plaza
 901 Main Street, Suite 6515
 Dallas, TX 75202
 Telephone: 214.752.2222 ext. 116
 Facsimile: 214.752.0709
 Email: mmyers@curtislaw.net
 Website: www.curtislaw.net

CONFIDENTIALITY NOTICE:

The information contained in this transmission may contain privileged and confidential information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender directly by telephone at (214) 752-2222 and destroy all copies of the original message.

From: Bryn Meredith [mailto:bmeredith@toase.com]
Sent: Monday, January 30, 2017 3:57 PM
To: Michael Myers <mmyers@curtislaw.net>
Subject: RE: Town of Flower Mound - Zoning case number: ZPD 16-0007

Michael,

Thank you for bringing this to my attention. This work was not authorized by the Town and Code Enforcement is investigating the matter. The work was ordered to be stopped and a tree assessment will be performed to determine whether any protected trees were removed.

Sincerely,

Bryn D. Meredith

Attorney at Law

Taylor, Olson, Adkins, Sralla & Elam, L.L.P.

6000 Western Place, Suite 200

Fort Worth, Texas 76107

Telephone: 817.332.2580

Facsimile: 817.332.4740

Email: bmeredith@toase.com

www.toase.com

CONFIDENTIAL NOTICE: This electronic transmission and any documents or other writings sent with it constitute confidential information which is intended only for the named recipient and which may be legally privileged. If you have received this communication in error, do not read it. Please reply to the sender at Taylor, Olson, Adkins, Sralla & Elam, L.L.P. that you have received the message in error. Then delete it. Any disclosure, copying distribution or the taking of any action concerning the contents of this communication or any attachment(s) by anyone other than the named recipient is strictly prohibited.

----- Original message -----

From: Michael Myers <mmyers@curtislaw.net>

Date: 01/30/2017 2:12 PM (GMT-06:00)

To: Bryn Meredith <bmeredith@toase.com>

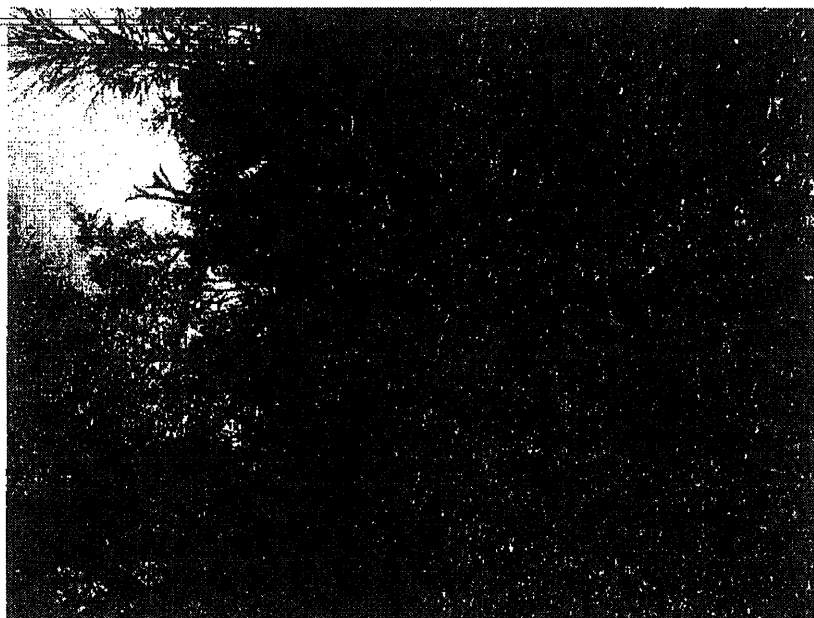
Cc:

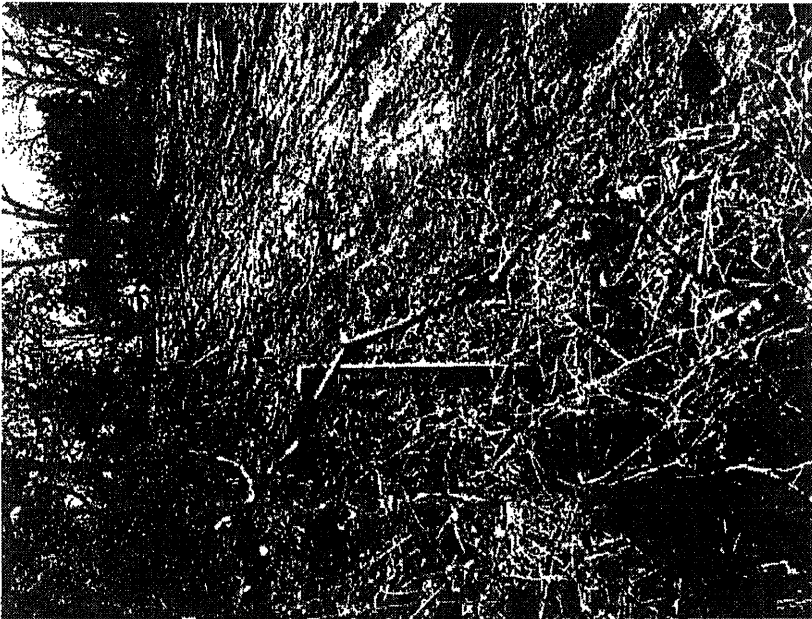
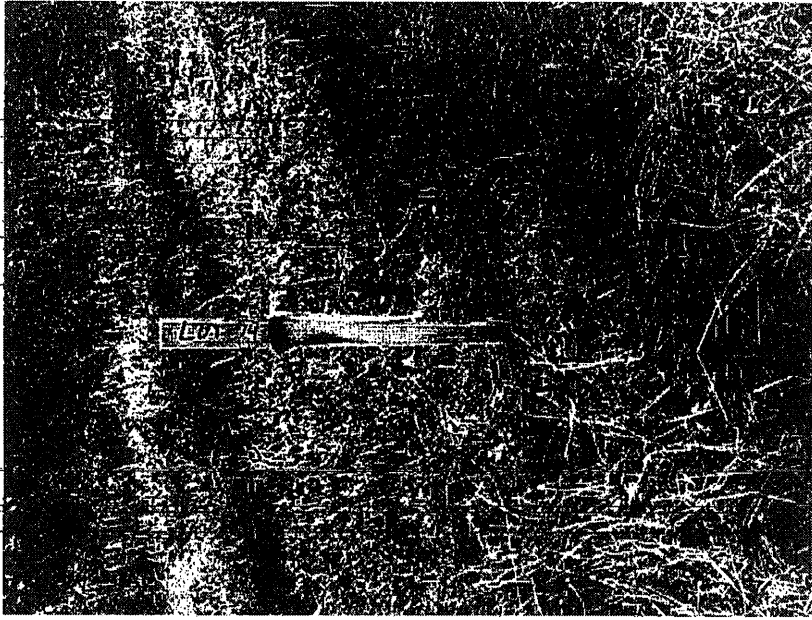
Subject: Town of Flower Mound - Zoning case number: ZPD 16-0007

Bryn,

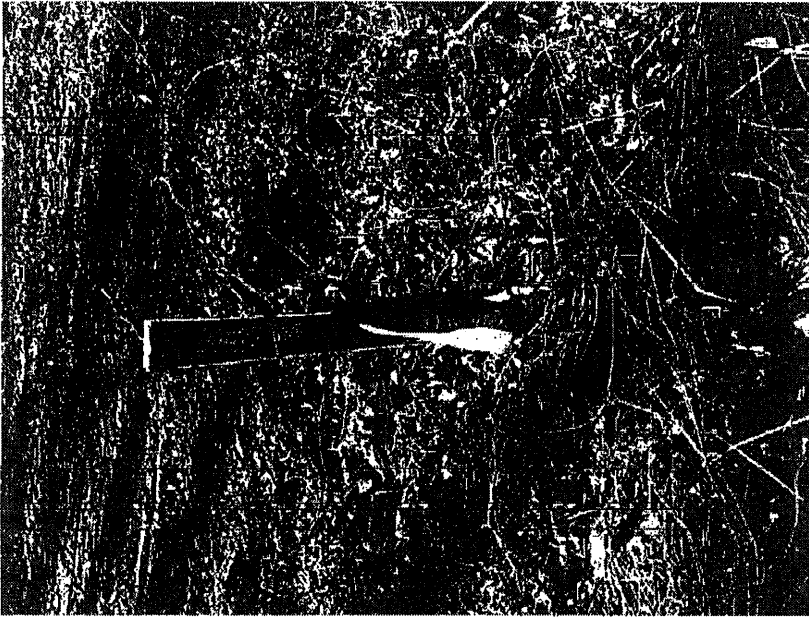
There has been activity on the property that is the subject of the above-referenced zoning case number, and I would like to know what level of construction is going to be allowed by the Town of Flower Mound before (a) the second neighborhood meeting occurs; and/or (b) the application is submitted for approval to the Planning and Zoning Commission. Please let me know at your earliest convenience so that I can report to my clients. Thank you.

I've included some pictures for you to reference.









MICHAEL H. MYERS

CURTIS | CASTILLO PC

Bank of America Plaza
901 Main Street, Suite 6515
Dallas, TX 75202
Telephone: 214.752.2222 ext. 116
Facsimile: 214.752.0709

Email: mmyers@curtislaw.net

Website: www.curtislaw.net

CONFIDENTIALITY NOTICE:

The information contained in this transmission may contain privileged and confidential information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender directly by telephone at (214) 752-2222 and destroy all copies of the original message.

EXHIBIT 2

Michelle Roberts

From: Matthew Woods <matthew.woods@flower-mound.com>
Sent: Tuesday, January 31, 2017 4:26 PM
To: 'Rembert Builders, Inc. <
Cc: Robert Pegg; Doug Powell
Subject: Serenity application - unauthorized work

Reginald,

As a follow up from our discussion yesterday afternoon about the grading work done on the Serenity property on High Rd (ZPD16-0007), we inspected the area and have confirmed that grading work, small tree/brush removal, and other potential impacts to Environmentally Sensitive Areas (ESAs) have occurred. The ESAs on the properties were identified in both the Town's environmental assessment as part of the ongoing ZPD application process and within the Environmental Protection Plan submitted by your consultant; which is currently under review. Potential ESAs impacted include upland habitat and 5-12% slope and/or slope areas greater than 12%.

Enforcement action, including a citation, will be issued relative to the work done on the property without receiving a permit and proper authorization. Could you please clarify what the intent of the work was. You indicated to me the owner was the responsible party for authorizing or initiating the work.

Also, as there is an active application and ongoing review for the properties tied to this application, no further dirt work, grading, tree/vegetation removal, or similar work is allowed to occur on the site. If it's desired to conduct any geotech work, the permitting process through Engineering must be adhered to.

Please contact me with any questions.

Matthew Woods
Director of Environmental Services
Town of Flower Mound
972.874.6348
matthew.woods@flower-mound.com

EXHIBIT 3

DEVELOPMENT AND ENVIRONMENTAL SERVICES



STATE OF TEXAS
COUNTY OF DENTON
TOWN OF FLOWER MOUND

VS. ☒ STATE VIOLATION
☒ ORDINANCE VIOLATION

NAME (LAST) CROSBY	(FIRST) RONALD	(MIDDLE) W
ADDRESS 116741 VILLAGE LN		
CITY DALLAS	STATE TX	ZIP 75248
HOME PHONE		WORK INFO.
DATE OF BIRTH [REDACTED]	RACE M	SEX M
HEIGHT [REDACTED]	WEIGHT [REDACTED]	HAIR [REDACTED]
STATE TX	TYPE [REDACTED]	YEAR EXPIRED 8
VEH. YEAR [REDACTED]	VEH. MAKE [REDACTED]	VEH. TYPE [REDACTED]
LICENSE/ST. YR. [REDACTED]		

VIOLATION

- ☐ DUMPING
- ☒ FAILURE TO OBTAIN PERMIT DIRT WORK, TREE REMOVAL
- ☐ NUISANCE
- ☐ TRASH AND/OR DEBRIS (UNSIGHTLY MATTER)
- ☐ HIGH GRASS AND WEEDS IN EXCESS OF 12"
- ☐ PARKING
- ☐ ALLOWING EXPOSED WASTEWATER
- ☐ OCCUPYING BUILDING WITHOUT A CERTIFICATE OF OCCUPANCY OR WITHOUT A BUILDING FINAL
- ☐ PERFORMING WITHOUT A LICENSE
- ☐ FAILURE TO MAINTAIN CONSTRUCTION OR PERMANENT POOL ENCLOSURE
- ☐ FAILURE TO PROVIDE CERTIFIED FOOD PROTECTION MANAGER ON DUTY.
- ☐ OTHER OFFENSE

COMMENT/DESCRIPTION SUBDIVISION DIRT WORK PERFORMED WITHOUT PERMITS APPLIED FOR OR ISSUED

IN VIOLATION OF: STATUTE CN 14 SECTION 32

ON (DAY) THUR DATE 9 FEB 2017 AT 11:30 AM

LOCATION 2800 BLOCK HIGH RD
FLOWER MOUND, TX

OFFICER TETENS ID# 0882

Disposition of Violation(s) cited above must be on or before the 9th day of MARCH 2017 before 5:30 p.m., by one of the following methods: 1) Appear in person on or before the date and time specified above to set a hearing date. 2) Appear to request other disposition of violation(s) cited on or before the due date. Failure to make disposition on or before the due date will result in issuance of a failure to appear and/or a warrant. Violator is advised to carefully read important instructions on reverse side of this notice. Flower Mound Municipal Court is located at 4150 Kirkpatrick Lane, Flower Mound, Texas 75028. (972) 874-3370.

Signed X 7015 0640 0004 5919 8955
(SIGNING OF THIS CITATION IS NOT AN ADMISSION OF GUILT)

WHITE-COURT

PINK-OFFICER

YELLOW-DEFENDANT

CERTIFIED MAIL

ES 7569

EXHIBIT 4

2.0 AREA PLANS

Cross Timbers Conservation Development District Area Plan

The Cross Timbers Conservation Development District Area Plan preserves the integrity of the largely intact Cross Timbers ecological area in central Flower Mound, which provides the Town with its unique country atmosphere and natural environment, while allowing environmentally sensitive development to occur. The area plan establishes development options within the district and identifies specific elements needing consideration.

There are several development options within the District:

1. Retain all or part of the property for personal use. This option would include (but not require) the potential of donating a conservation easement on all or part of the property in order to realize some economic benefit.
2. Develop all or part of the property, or sell all or part of the property to others for development, on two acre lots as permitted under the existing Agricultural zoning.
3. Develop all or part of the property, or sell all or part of the property to others for development, as a conservation development, with the number of lots as permitted under the existing Agricultural zoning, but with smaller lots and eligibility for incentive benefits as established by the Town's SMARTGrowth Program. This option would include the potential donation of a conservation easement on all or part of the property in order to realize some additional economic benefit.
4. Develop all or part of the property at lot sizes larger than two acres, as permitted under the existing Agricultural zoning.
5. Develop all or part of the property in Rural Development (lot sizes five acres or larger) that reflects the country atmosphere and natural environment of Flower Mound, as permitted under the existing Agricultural zoning. This could include coordinated development for specialized types of development, such as equestrian oriented developments.
6. Coordinate development planning with adjoining land owners as a combined conservation development, with the number of lots as permitted under the existing Agricultural zoning, but with smaller lots and eligibility for incentive benefits as established by the Town's SMARTGrowth Program, as a coordinated Planned Development. This option would include (but not require) the potential of donating a conservation easement on all or part of the property in order to realize some additional economic benefit.
7. Develop all or part of the property as appropriate non-residential development. Appropriate non-residential development might include active equestrian commercial activities (similar to the existing Flower Mound Equestrian Center), active use "country" commercial uses (similar to the Circle R Ranch, or roadside farm product stands), or other commercial uses that reinforce the "country atmosphere and natural environment"

2.0 AREA PLANS

that is characteristic of the Cross Timbers Conservation Development District, and are fully compatible with and acceptable to neighbors and landowners in the Zone.

8. **Develop the property as a cluster development.** The intent of the clustering option is to maximize open space conservation, including **preserving Scenic Corridors** and Vistas, on a site-by-site basis to **realize a community benefit** that provides the Town with its unique country atmosphere and natural environment. The continuation and/or connection of open space areas between adjacent developments are important in protecting the ecological value in the District. Cluster developments may be allowed in the District and must demonstrate the following:
 - a. Density shall be commensurate with the quality and character of the open or natural lands conserved and the extent to which the conserved land contributes to the preservation of the Cross Timbers Conservation Development District's country character, including its open, natural, scenic and ecological values. Density will be evaluated on a project-by-project basis. The maximum density that can be granted for a cluster development can be no more than 1 unit per 1.6 acres ($100/1.6 = 62$ units or a 24% increase above the base density). For example, on a 100 acre development, the 100 acres is divided by 1.6 to produce 62 units or a 24% (12 unit) increase in density above the base density of 1:2 or 50 units.
 - b. Minimum lot size is one-half acre or 21,780 square feet; however, **any development shall contain a mixture of lot sizes and any development shall be cognizant of external adjacent lot sizes.**
 - c. Open space may be managed by a land trust, Homeowners Association, and/or the Town. **Any development proposal must detail the perpetual maintenance and funding for the open space areas,** which must be feasible and appropriate for the areas preserved. Recreational uses may be allowed which may be appropriate given the type, location, intensity, and adjacency. Any recreational use should be characteristic of the District, compatible with adjacent land uses and should be open to the public. Floodplain may be counted as open space.
 - d. Cluster development shall **demonstrate how the development provides an appropriate transition to existing land uses.** Factors to be considered include lot sizes, intervening roadways, and **use of open space,** among other factors.
 - e. The approval of a development application for a cluster development shall require an **enhanced public notification process.** This process is to increase notice and encourage participation of the adjacent property owners and includes the following:
 1. Any developer using the cluster option must present plans to adjacent property owners and Homeowner Associations for comment and input on the proposed application.

2.0 AREA PLANS

2. At the time of pre-application, Town staff will notify the affected property owners of the potential development.
3. A meeting will be coordinated with the Developer and interested parties prior to the submittal of a development application.
4. A second meeting will be held prior to the Planning and Zoning Commission meeting to update the interested parties prior to the public hearing. The agenda item for the proposal will reflect any consensus reached by the group as well as individual comments.

Elements needing consideration within the district include:

1. Scenic Corridors and Vistas - The scenic corridor along FM 1171 has extensive views into the District. These viewsheds need to be incorporated into any development proposal, if development is contemplated, and would require compliance with the "Town of Flower Mound SMARTGrowth Program" SMARTGrowth Analysis. Compliance with the SMARTGrowth Analysis could be achieved by conservation or cluster development, placing new houses outside of the view area, or by siting any new lots so the houses face toward FM 1171 across conserved open space, with access from a street internal to the development, rather than providing a view from FM 1171 into back yards or rear alleys.
2. **Scenic corridors** are present along the following roadways in addition to the roads identified in the Town's Urban Design Plan within the Cross Timbers Conservation Development District:
 - a. Skillern Road
 - b. Scenic Road
 - c. Shiloh Road
 - d. Rocky Point Road
 - e. Red Rock Road
 - f. **High Road**
 - g. FM 1171 at the Cross Timbers Escarpment

Properties adjacent to these roads provide extensive views into the District. Compliance with the SMARTGrowth Analysis could be achieved by conservation or cluster development, placing new houses outside of the view area, or by siting any new lots so the houses face the roadways across conserved open space, with access from a street internal to the development, rather than providing a view from the roadways into back yards or rear alleys.

2.0 Area Plans

Cross Timbers Conservation Development District

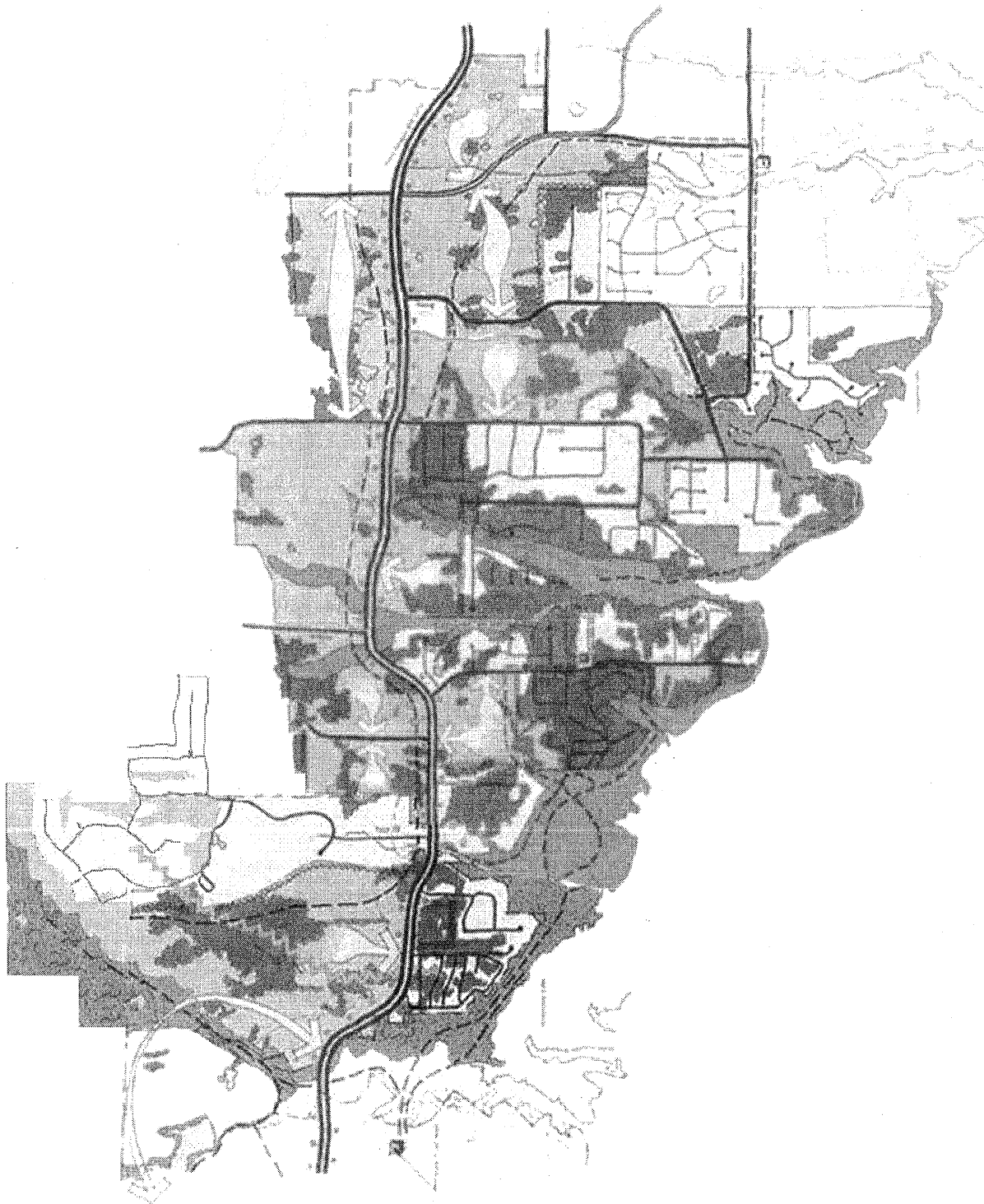
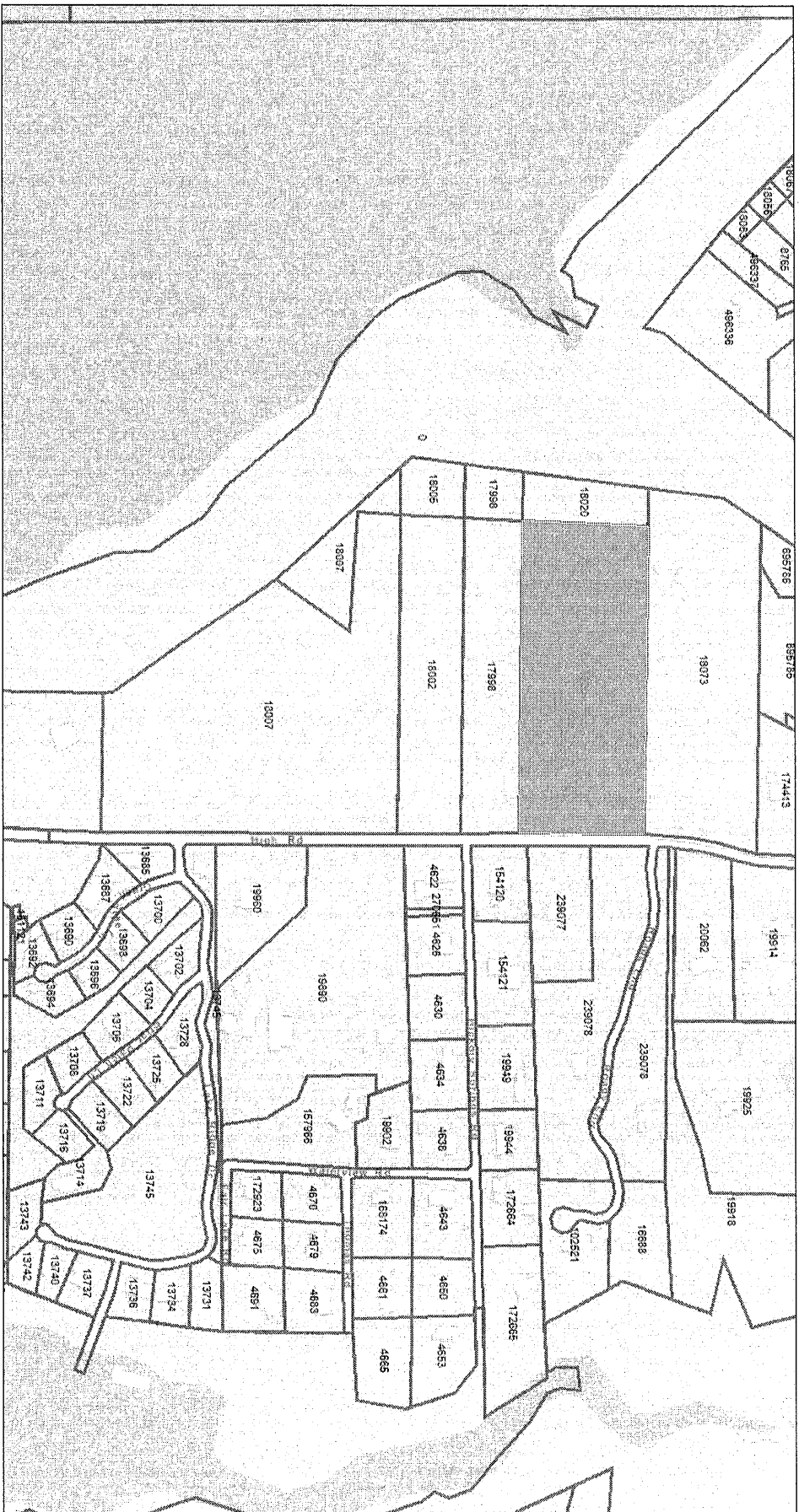


EXHIBIT 5

Denton CAD Webmap



October 19, 2017

1:4,514

0 0.0425 0.085 0.15 0.17 mi 0.3 km

Southeast Asia, HERE, Delorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), Mapbox, Swisstopo, © OpenStreetMap contributors, and the GIS User Community

EXHIBIT 6

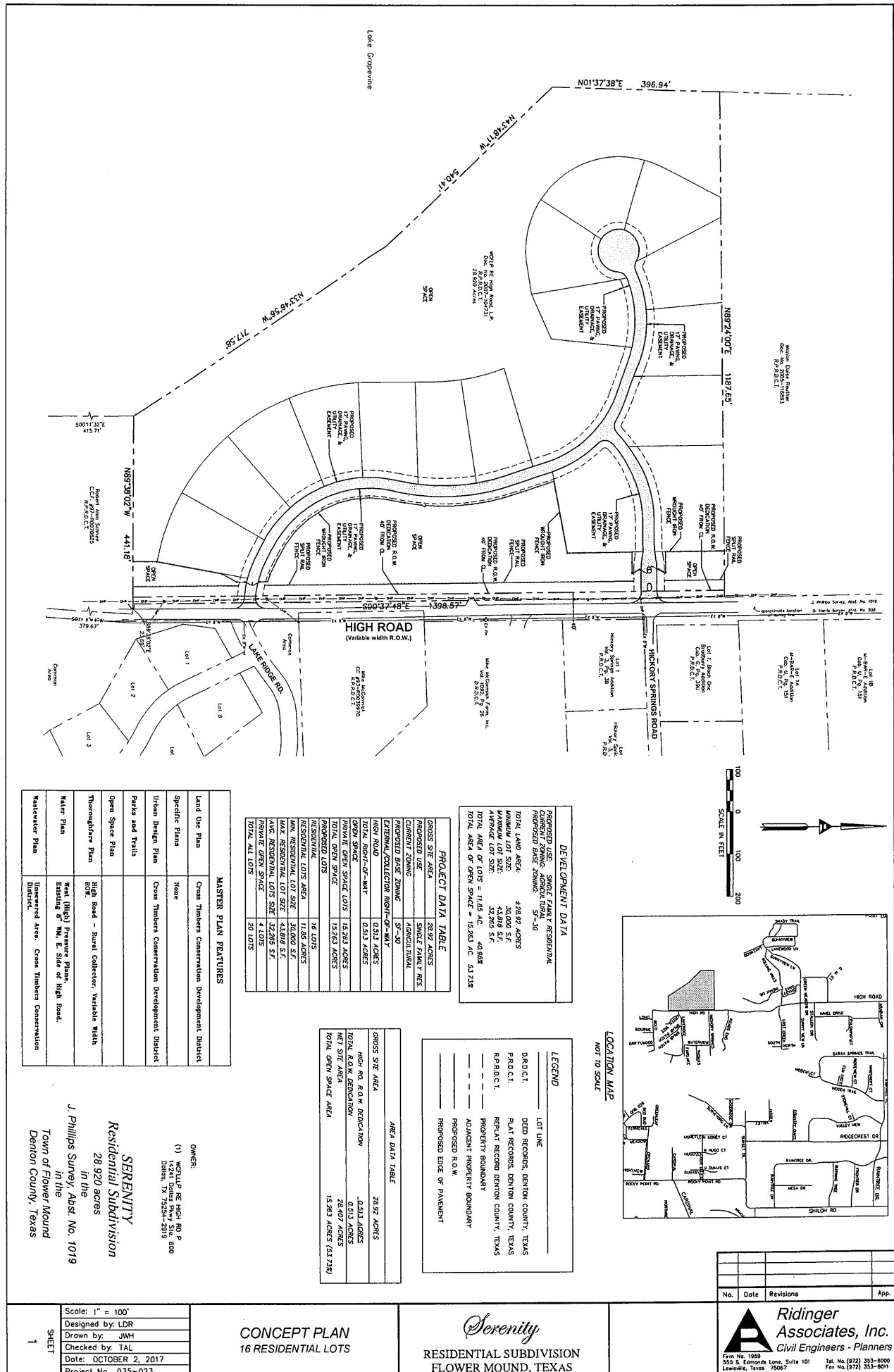
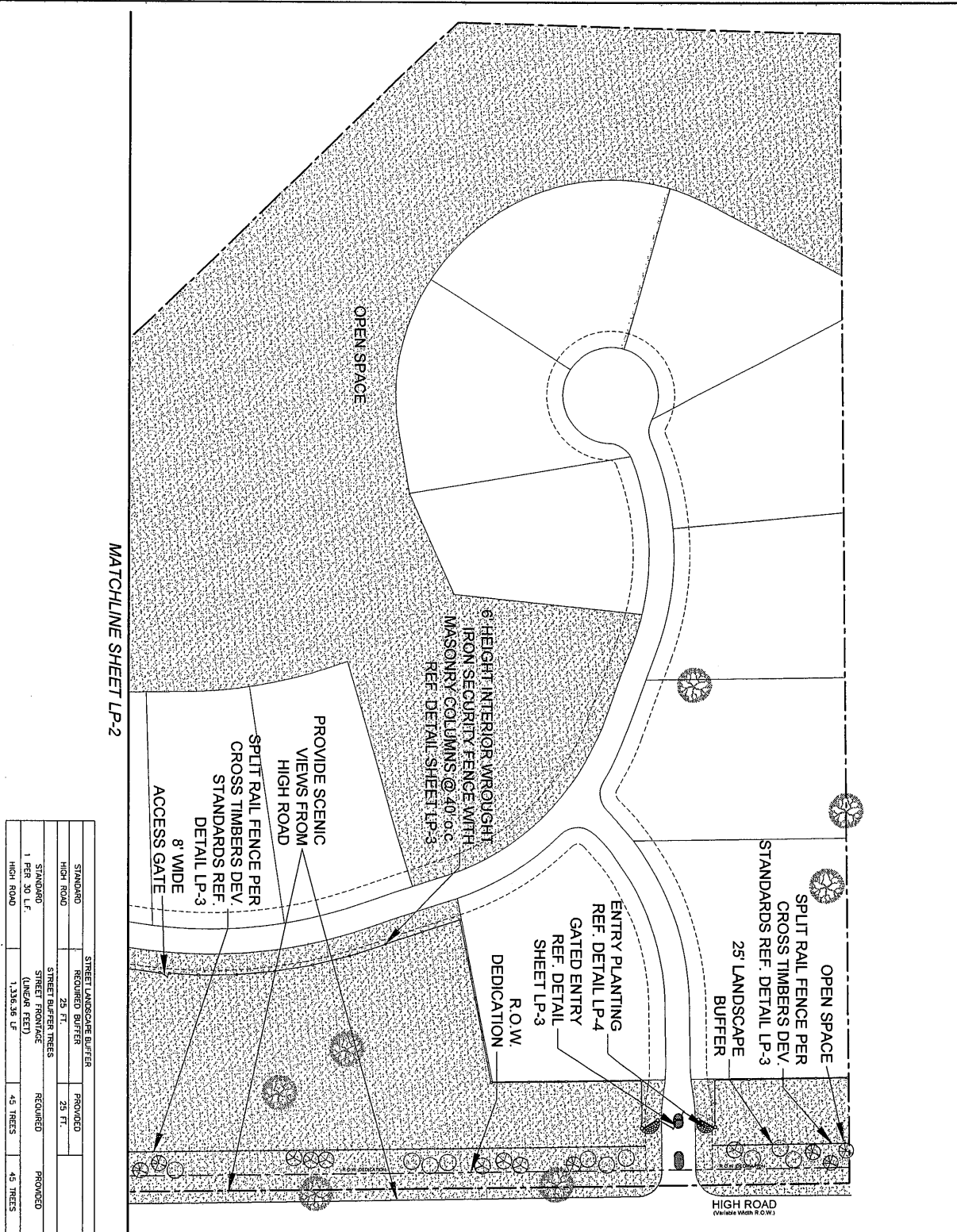


EXHIBIT 7



STREET LANDSCAPE BUFFER			
STANDARD	REQUIRED BUFFER	PROVIDED	
HIGH ROAD	25 FT.	25 FT.	
STREET BUFFER TREES			
STANDARD	STREET FRONTAGE (LINEAR FEET)	REQUIRED	PROVIDED
1 PER 10 L.F.	1,335.36 LF	45 TREES	45 TREES

MATCHLINE SHEET LP-2

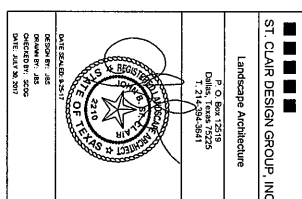
LANDSCAPE PLAN

*Serenity
Residential Subdivision*

20.920 acres
in the

J. Phillips Survey, Abst. No. 1019

**Town of Flower Mound
Denton County, Texas**



LEGEND

 DEMOTES
UNDESIRABLE
OPEN SPACE

 ALL EXISTING SPECIMEN
TREES TO REMAIN REF.
TO TREE SURVEY

 BUR OAK

 CEDAR ELM

 TEXAS ASH

 LIVE OAK

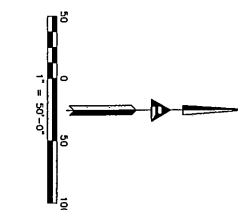
 RED OAK

 NATCHEZ, CHAPE MYRTLE

 TEXAS SAGE

 HAMMILL GRASS

 SEASONAL COLOR



No.2	9-25-17	Revised Per Town Comments	
No.1	8-28-17	Revised ROW	App

Ridinger Associates, Inc.
Civil Engineers - Planners

Firm No. 1059
350 S. Edwards Lane, Suite 101
Lewisville, Texas, 75067

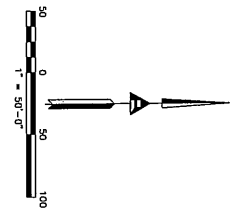
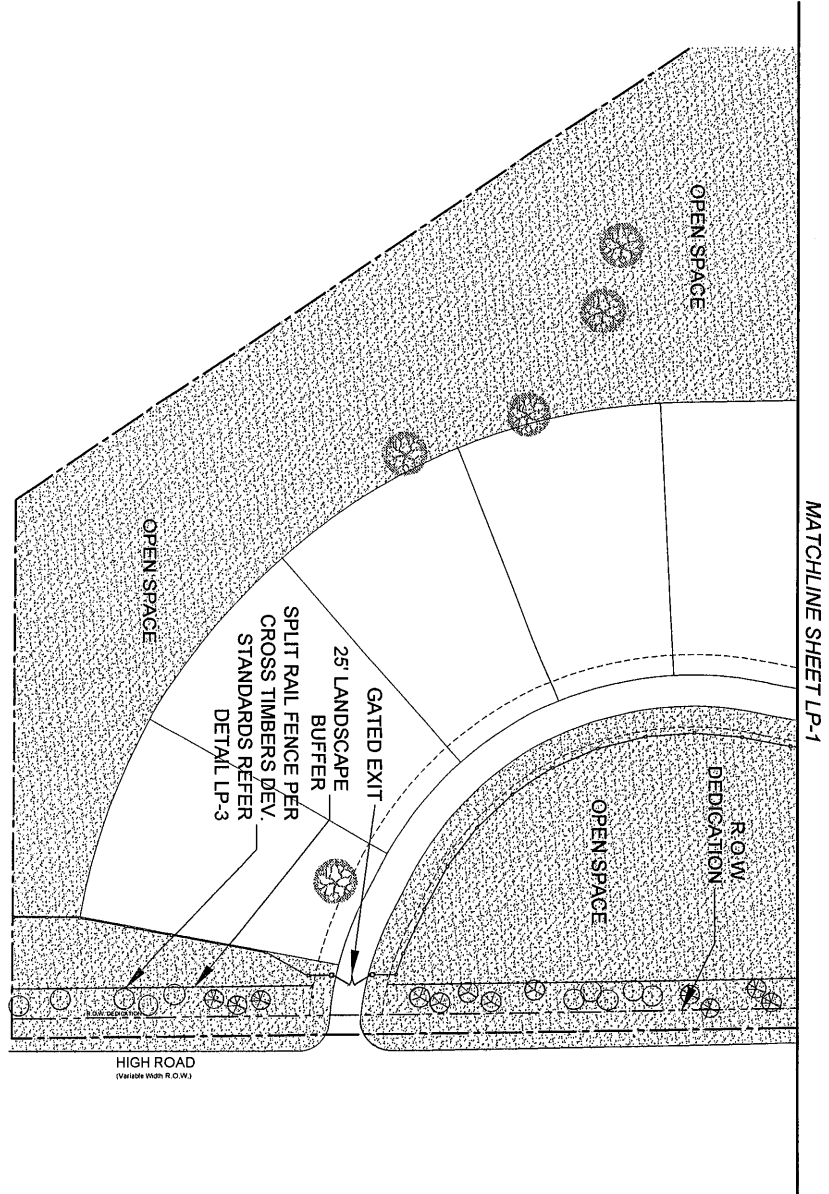
Tel. No. (972) 353-8000
Fax No. (972) 353-8011

LANDSCAPE PLAN

Serenity
RESIDENTIAL SUBDIVISION
FLOWER MOUND, TEXAS

Scale: 1" = 50'-0"

Designed by: JBS
Drawn by: JBS
Checked by: SCDG
Date: JULY 30, 2017
Project No. 035-023



DATE SCALED: 3-5-17	DATE: JULY 30, 2017
ST. CLAIR DESIGN GROUP, INC. Landscape Architecture P.O. Box 12515 Dallas, Texas 75225 1-214-464-0241	

LANDSCAPE PLAN
Serenity
Residential Subdivision
 28.920 acres
 In the
 J. Phillips Survey, Abst. No. 1019
 Town of Flower Mound
 Denton County, Texas

No. 2	8-25-17	Revised Per Town Comments	
No. 1	8-28-17	Revised ROW	App.

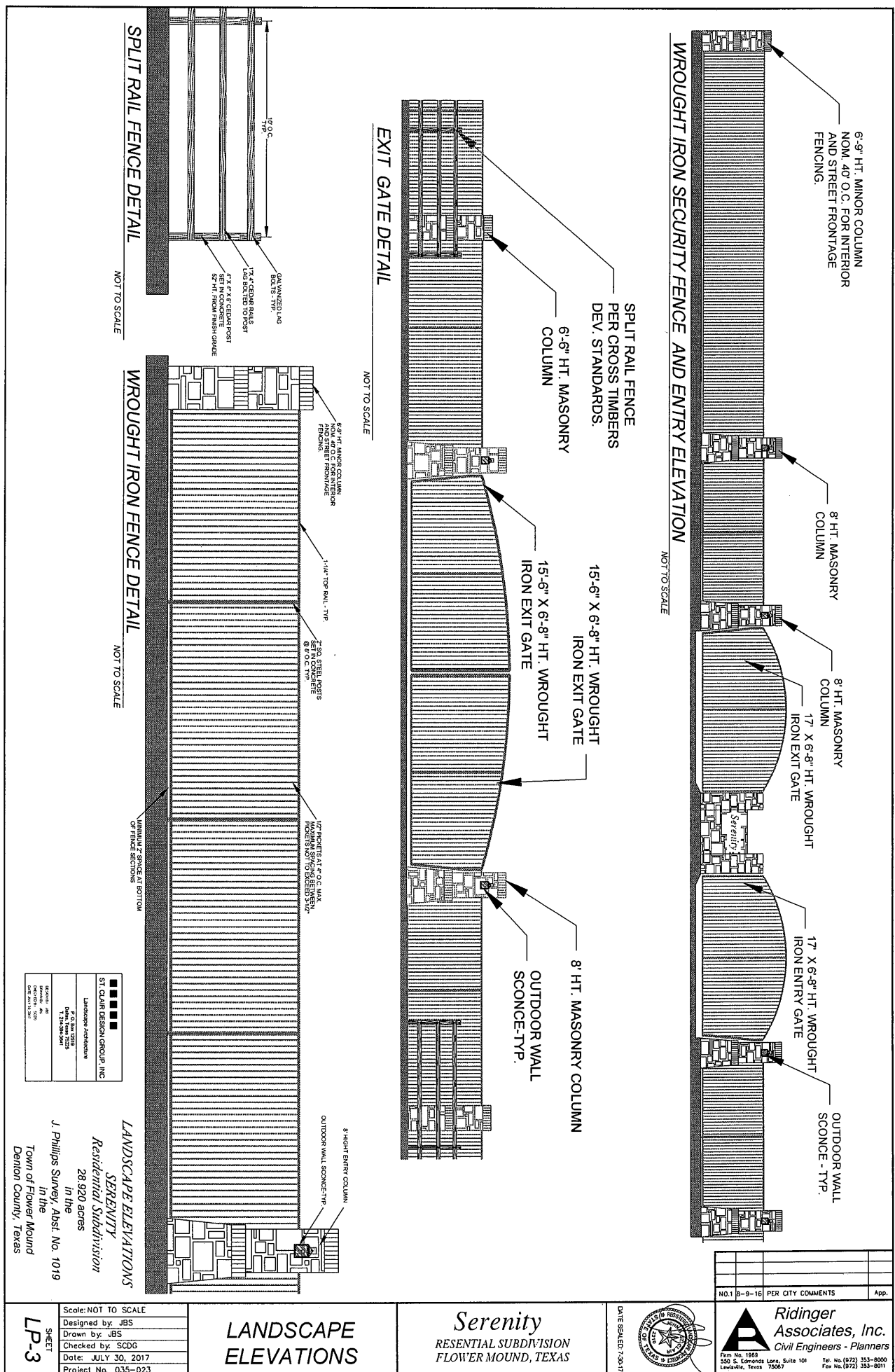
Scale: 1"=50'-0"
 Designed by: JBS
 Drawn by: JBS
 Checked by: SCDG
 Date: JULY 30, 2017
 Project No. 035-023

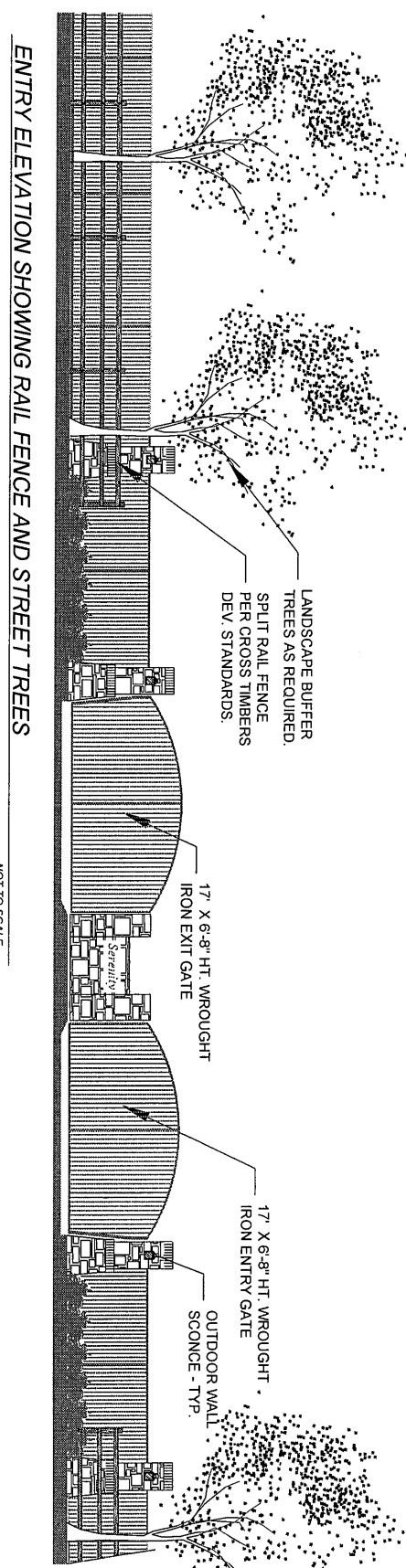
LP-2

LANDSCAPE PLAN

Serenity
 RESIDENTIAL SUBDIVISION
 FLOWER MOUND, TEXAS

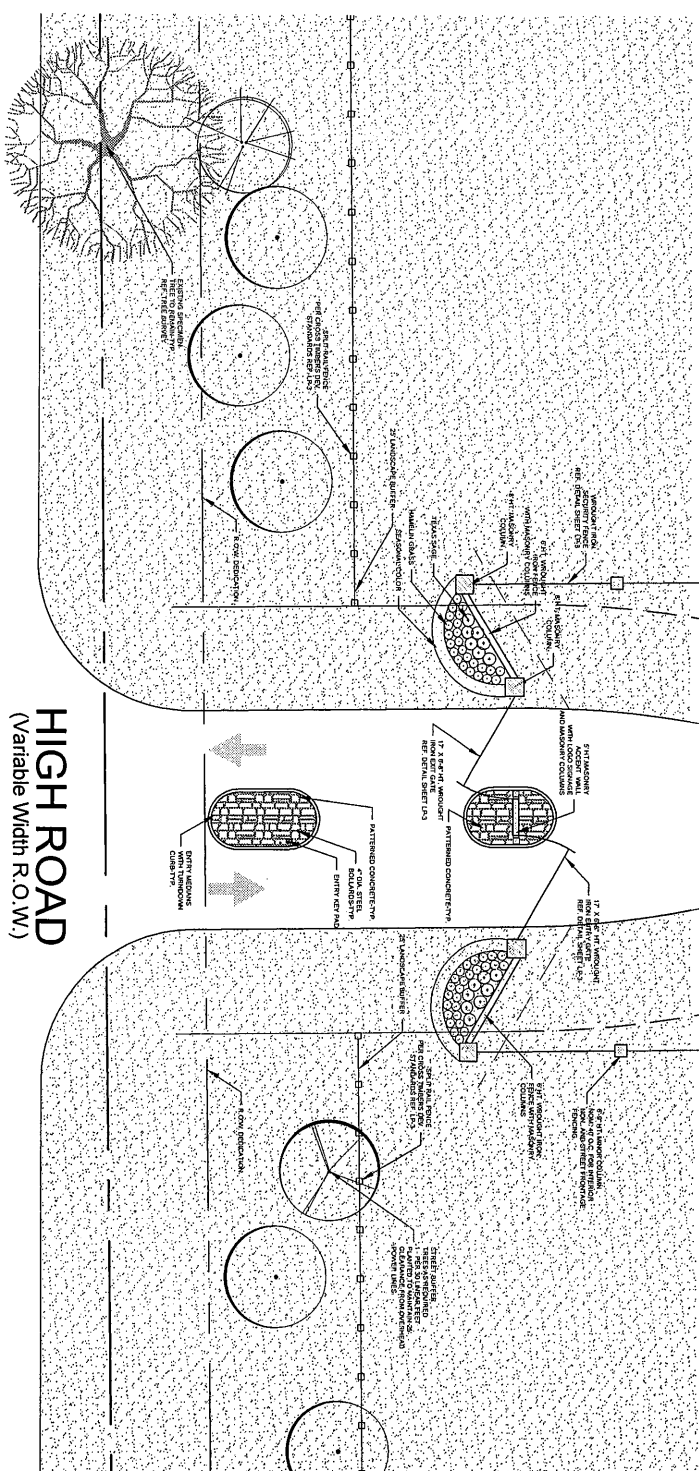
Ridinger Associates, Inc.
 Civil Engineers - Planners
 Firm No. 1858
 550 S. Edwards Lane, Suite 101
 Lewisville, Texas 75067
 Tel. No. (972) 353-8000
 Fax No. (972) 353-8011





ENTRY ELEVATION SHOWING RAIL FENCE AND STREET TREES

NOT TO SCALE



ENTRY PLAN

SCALE: 1"=10'-0"

HIGH ROAD

(Variable Width R.O.W.)

*SEVENTH
Residential Subdivision
28.920 acres
in the
J. Phillips Survey, Abst. No. 1015*

*in the
Town of Flower Mound
Denton County, Texas*

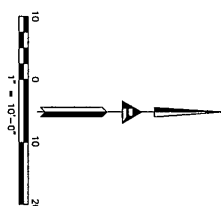
ST. CLAIR DESIGN GROUP, INC.

■ ■ ■ ■ ■

Landscape Architecture

P.O. Box 12519
Dallas, Texas 75225
T. 214-354-3641

CE: 1911 D: AC:
T: 1911 D: K:
CE: 1911 D: 1705
CE: 1911 D: 1711



ENTRY PLAN AND DETAIL

Serenity
RESIDENTIAL SUBDIVISION
FLOWER MOUND, TEXAS

DATE SEALED: 9-25-11



No.2	9-25-17	Revised Per Town Comments	
No.1	8-28-17	REVISED ROW	App



**Ridinger
Associates, Inc.**
Civil Engineers - Planners

Firm No. 1989
550 S. Edmonds Lane, Suite 101
Lewisville, Texas 75067

Tel. No. (972) 353-8000
Fax No. (972) 353-8011

LP-4

Scale: 1" = 10'-0"
Designed by: JBS
Drawn by: JBS
Checked by: SCDG
Date: JULY 30, 2017
Project No. 035-023

EXHIBIT 8

4.0 URBAN DESIGN PLAN

Definitions

Articulation: The use of varying depth of wall planes both in the vertical and horizontal dimension to create interest and an aesthetically pleasing appearance in a building facade.

Compatibility Buffer: A 60' min. width Landscape Buffer that includes the use of earthen berms, shrubs, trees and other plant screening elements without suggesting a walled structure. The 60' Compatibility Buffer is located on existing or proposed non-residential or multifamily property.

Curvilinear edge: A curvilinear edge is an undulating line where the planting bed and or groundcover/shrubs meet the lawn area. Curvilinear lines in a natural landscape are considered more aesthetically pleasing.

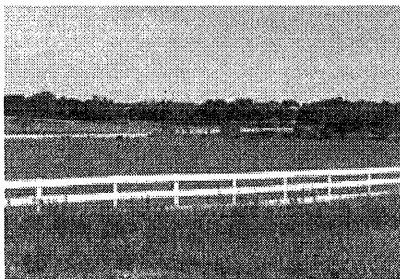
District Arterials: District Arterials mentioned in the Lakeside Business and Denton Creek Districts, refers to the four lane; 90' R.O.W. Urban minor arterials from the Thoroughfare Plan.

Drifts: A grouping of trees consisting of two to three different species. This condition is found in natural settings, large shade trees are to be randomly spaced (as a standard) at 15' minimum to 35' maximum.

Earthen Berm: An earthen berm is a small man made earth mound that is usually elongated and natural in shape and character, as a landscape element, a berms primary purpose is to both limit views in a natural way and to enhance the ground plane vegetation.

Gateways: Gateways are referred to the impression upon entering the town limits of Flower Mound. A statement of rural character is emphasized by the use of groves and/or drifts, a standard rural fence or other similar fencing and landscape elements, signage and plantings dependant on which district within which they occur. **Please see the Town's Median and Right of Way Design Guideline for additional information.*

Groves: A grouping of trees comprised of the same species. Large shade trees are to be randomly spaced (as a standard) at 15' minimum to a 35' maximum spacing distance.



Standard Rural Fence

Standard Rural Fence: A multi-railed or pipe fence, with a minimum of two rails or pipes, with the bottom rail/pipe at least twelve inches (12") above ground for a two-rail/pipe fence, in white, black, dark green, or an earth-tone color used to reinforce the rural and equestrian nature of the Cross Timbers Conservation Development District.

Street Buffer: A landscape screening element located on private property adjacent to the street right of way line.

Town Entrance Landscape: The Town Entrance Landscape is the R.O.W. area in principal arterials located in both Lakeside Business & Denton Creek districts.

4.0 URBAN DESIGN PLAN

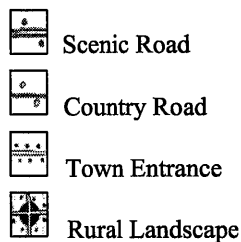
Cross Timbers Conservation Development District

The Cross Timbers Conservation Development District is predominantly a residential area, typically being single family residential development in combination with conservation easements that preserve the Cross Timbers ecosystem and other natural systems. Recreation uses, such as riding stables, golf courses and other uses compatible with the conservation goals of the district are also suitable. The Cross Timbers Conservation Development District is located in central Flower Mound with FM 1171 providing good access. Lake Grapevine is located to the south and provides a unique environmental resource.

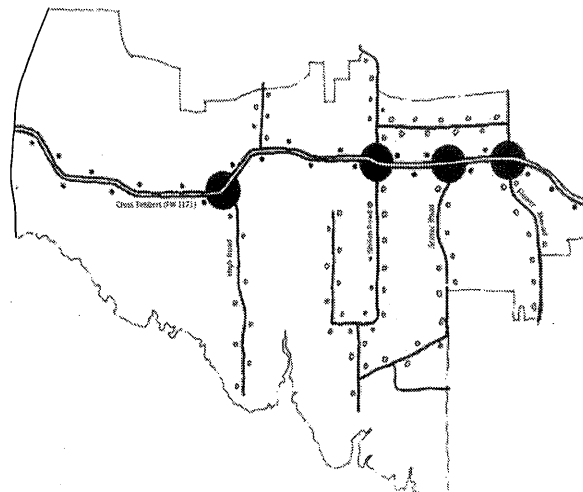
The Urban Design Plan addresses four major elements which affect the overall image of the Cross Timbers Conservation Development District. These elements were developed with community participants as part of development of the Area Plans in the district, and also are derived from the scenic qualities identified in the Open Space Plan.

The elements are:

- Scenic Road (F.M. 1171)
- Country Roads (Rural Collectors)
- Scenic Corridors and Vistas
- Landscape and Setback Buffers



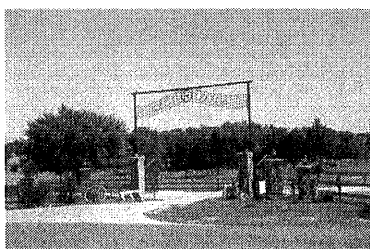
**Please see the Town's Median and Right of Way Design Guidelines for additional information*



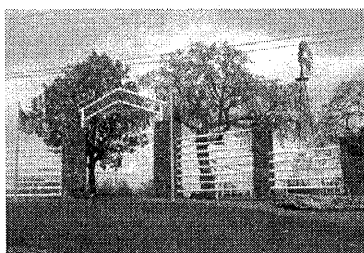
Cross Timbers Conservation Development District Key Map

4.0 URBAN DESIGN PLAN

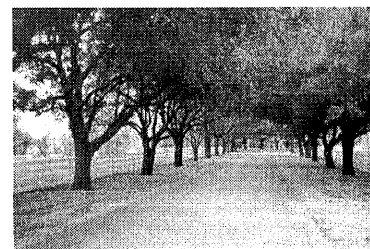
- Subdivision Entrances should reinforce Texas Ranch entrances, elements such as open rail fencing, metal signage, limited use of masonry columns are acceptable, solid masonry walls are not acceptable.
- Planting for new Tree lined drive entrances are only acceptable if the trees are native species and do not obstruct views of open spaces in the scenic corridor, (i.e. drives can be located directly alongside a substantial existing tree stand or grove).



Ranch Entrance example



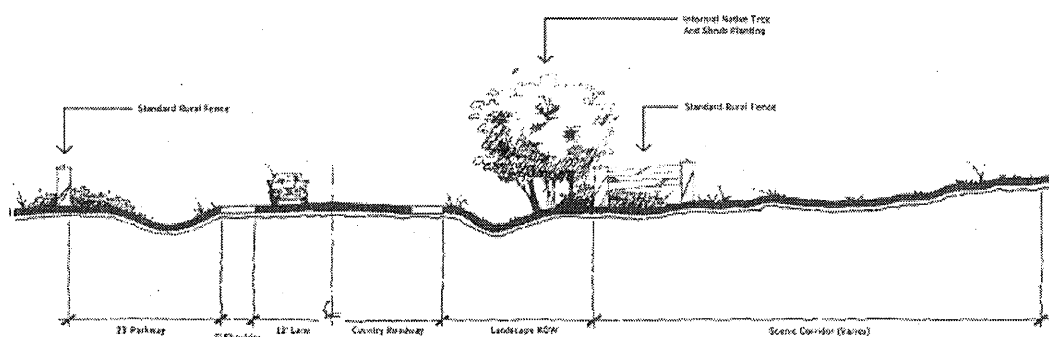
Ranch Entrance Example



Tree Lined Driveway example

Country Roads

Country Roads provide preservation of the natural landscape, naturalized new landscape, and design features to preserve the country atmosphere and natural environment which distinguishes the Cross Timbers Conservation Development District. **Country Roads include the Town's Rural Collectors and High Road.**



Country Roadway Typical Section

Country Road Public Landscape Treatment (within the right of way)

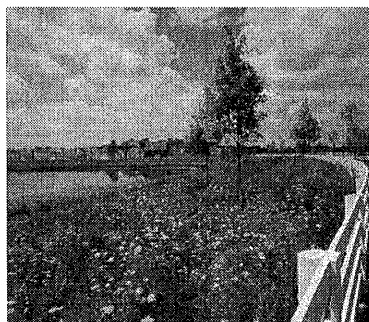
- Limited native tree plantings to preserve scenic views.
- Trees to be planted in odd numbered groves or drifts of no less than three trees.
- Native low habit shrub and/or ground cover plantings in association with intersections.

Country Road Standard Rural Fence

- **Either white, black, dark green, or an earth-tone color, multi-rail or pipe styled fences (photo examples above) will be allowed along Country Roads except where code prescribes otherwise.**

4.0 URBAN DESIGN PLAN

Country Road examples



Scenic Corridors and Vistas

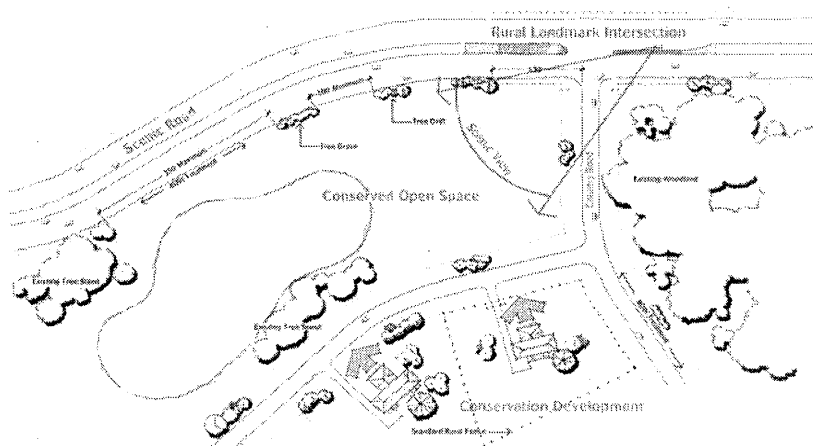
A Scenic Corridor is comprised of any land, whether public or private, that is visible from scenic or country roads, and that possesses any of the open space or natural elements indicative of the country atmosphere and natural environment as described in the Flower Mound Open Space Plan.

Scenic Corridor Development Patterns

- Placement of new house lots should be outside of the view area if feasible, or sited so that any new houses face toward the Scenic or Country Road across conserved open space.
- New house lots should be accessed by internalized roadways, and not directly from Scenic or Country Roads.
- House lots should be grouped and dispersed to minimize linear relationships visible inside of the scenic corridor.

Scenic Corridor Perimeter Fencing Elements

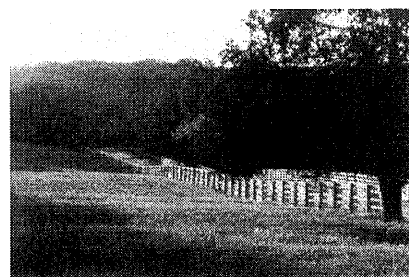
- Views of scenic corridors and vistas should be retained by the limited use of foreground plantings.
- No earthen berm or solid masonry walls will be allowed within this district; however, multi-rail or pipe fencing with stone columns in either white, black, dark green, or an earth-tone color is allowable for new development.
- Plantings should include native species only and arranged in groupings (groves or drifts) verses a continuous massing screen.
- Implementation will be provided at the time of development by the private developer.



Scenic Corridor/ Open Space Typical Plan



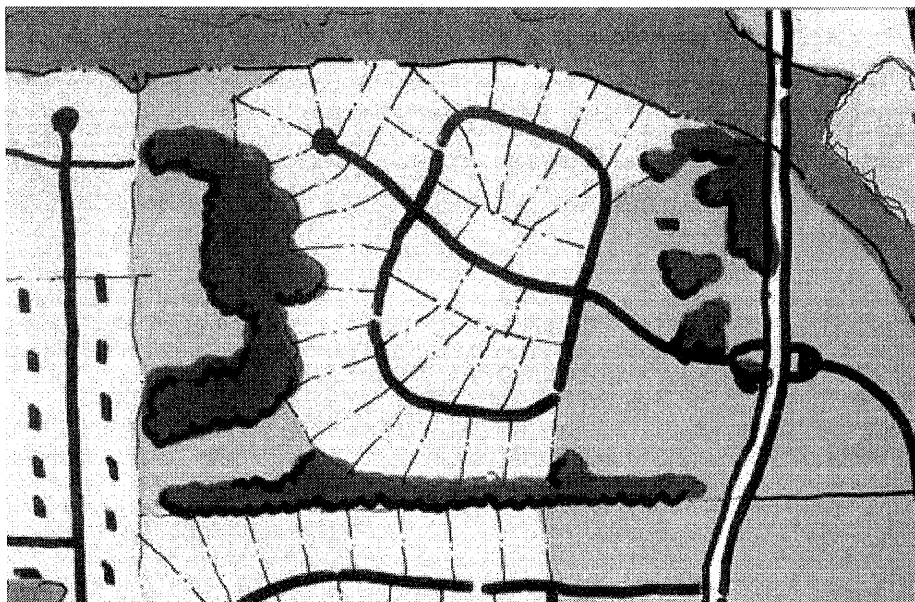
Open Space views examples



4.0 URBAN DESIGN PLAN

Landscape and Setback Buffers

These buffers will help to maintain the country atmosphere of the Cross Timbers Conservation Development District, and to protect existing neighborhoods as new development occurs.



Land Planning for Conservation Development Typical Plan

Landscape and Setback Buffer Elements

- In instances where existing tree stands or other natural features do not provide a natural buffer, the land plan for proposed development should site proposed residential lots in a manner which respects the privacy and individual features of adjacent residences.
- If the land is developed as a conservation development, the conserved open space system should be integrated into this buffer if appropriate.
- If the land is not developed as a conservation development, land acquired through the park land dedication requirements should be incorporated into this buffer.
- All new Landscape plantings should be native species only.

EXHIBIT 9



Environmentally Sensitive Area Survey

Property Name: Serenity		Contact: Reginald Rembert
Property Address: Generally located south of FM 1171 and west of High Road		
Environmentally Sensitive Area Criteria	ESA Criteria Description & Notes	
Upland Habitat Criteria Present? ☒ Yes ☐ No	There are approximately 16.48 acres of Upland Habitat found on this property. The predominant tree species found within the Upland Habitat area are post oak, blackjack oak and ash sp.	
Riparian Habitat Criteria Present? ☒ Yes ☐ No	The Riparian Habitat on this site is encompassed within the 100-year Floodplain along on the west side of the property.	
Prairie Habitat Criteria Present? ☒ Yes ☐ No	There are a few pocket prairies situated within the confines of the upland habitat area. These areas are comprised of blue grama, little bluestem, gayfeather, and nuttall's wild indigo.	
Waters of the State Criteria Present? ☐ Yes ☒ No	While there appears to be a small ephemeral stream on the north west side of the property, there was no water observed within that area. Since we have not received any form of precipitation in the last week, this area is extremely dry. Now that the lake level for Lake Grapevine has receded, there was no water observed anywhere on the west portion of the property.	
Floodplain Criteria Present? ☒ Yes ☐ No	The FEMA floodplain is shown on the northwest side of this property. The proposed development of this site appears to be far enough away from the floodplain that there should be no impacts to this area.	
Wetlands Criteria Present? ☐ Yes ☒ No	None	
Water Impoundment Protection Criteria Present? ☐ Yes ☒ No	None	
Topographical Slope Protection Criteria Present? ☒ Yes ☐ No	There are several areas on the site with significant slope ($\geq 5\%$). The estimated location of these areas is shown on the slope map provided. This map shows areas where these slope conditions could exist. This data is not exact and is meant to be used as a guide. Based on Town staff's field observations, there appear to be additional areas on this property that exceed slopes of 12%, which might be significantly impacted by the proposed development. The Town's SMARTGrowth Program allows modification of slopes between 5% and 12% - but only up to 5 feet outside the footprint of the structure or structures being built. The objective of this provision of SMARTGrowth is to preserve topographic features and the topographic character of each site, and to avoid the "balancing" or flattening of sites. A thorough analysis to identify all areas on the site with slopes greater than or equal to 5% will need to be completed by the applicant's consultant and forwarded to Town staff for review.	
Action Steps/Additional Notes		
Multiple ESAs were identified on this site. Therefore, an EPP will be required. The construction plans will need to show that the developer is working with existing slopes on the site. The applicant needs to demonstrate that the development complies with the topographic slope requirements found in the Town's SMARTGrowth Program – Environmental Quality Section.		
EPP Required? ☒ Yes ☐ No		Attachments ☒ Site Orthographic Aerial Photograph ☐ Other:
EPP Consultant: N/A		
Submitted by: (print)		Signature & Date:

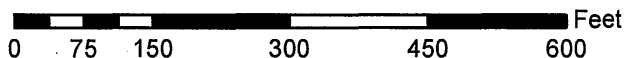
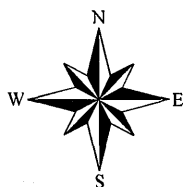
James Hoefert		James Hoefert	8/10/2016
Forwarded to EPP Consultant: N/A	Filed with Development Services & Environmental Services		Last Modified: 8/10/2016



Environmentally Sensitive Area Survey Serenity

Map Created: August 10, 2016
Environmental Services Department
Town of Flower Mound

1 inch = 199 feet





Serenity - Slope Map

Map Created: August 10, 2016
Environmental Services Department
Town of Flower Mound

1 inch = 199 feet

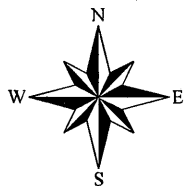
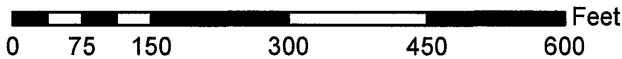


EXHIBIT 10



101 E. Southwest Pkwy, Ste. 114
Lewisville, TX 75067
(972) 436-9669
FAX: (972) 436-9667

January 4, 2016
Revised January 6, 2017

Dale Ridinger, President
Ridinger Associates
550 S. Edmonds Lane, Suite 101
Lewisville, TX 75067

Subject: Environmental Protection Plan for the Proposed Serenity Development, Flower
Mound, Texas

Dear Mr. Ridinger:

This Environmental Protection Plan (EPP) was prepared to satisfy the Town of Flower Mound (Town) development requirements for the proposed residential development in Flower Mound (Proposed Serenity Development). The project site is an approximately 29-acre tract of mostly undeveloped grassland with wooded riparian corridors along the drainage features on site with areas of hay production located within a developing area of Flower Mound. The property is located west of High Road, near its southern terminus in Flower Mound, Denton County, Texas (**Figure 1**). This EPP summarizes a survey performed to identify Environmentally Sensitive Areas (ESAs) potentially present on the property. This EPP was developed in accordance with the Town of Flower Mound SMARTGrowth Program, Category E (6) Environmental Quality.

Site Description

On December 8, 2016 John Kemmey of KBA EnviroScience, Ltd. (KBA), performed a site investigation of the proposed development property to assess environmental features, and to determine whether there are any ESAs, as described in the SMARTGrowth Program, located on site. The proposed development design is provided as **Figure 2**.

The majority of the site is undeveloped grassland with wooded riparian corridors along the drainage features on site. The northeastern and east-central portions of the site are in hay production. Vegetation on the site is dominated by upland grasses and forbs including *Baptisia australis* (wild blue indigo), *Bouteloua dactyloides* (buffalograss), *Bromus arvensis* (field brome), *Celtis laevigata* (hackberry), *Digitaria ciliaris* (southern crabgrass), *Gutierrezia sarothrae* (broomweed), *Ilex vomitoria* (yaupon holly), *Juniperus virginiana* (eastern red cedar), *Ligustrum* sp. (privet), *Prosopis glandulosa* (honey mesquite), *Quercus macrocarpa* (bur oak), *Quercus marilandica* (blackjack oak), *Quercus stellata* (post oak), *Schizachyrium scoparium* (little bluestem), *Smilax bona-nox* (greenbrier), *Solanum elaeagnifolium* (silver leaf nightshade), *Solidago* sp. (goldenrod), and *Sporobolus pyramidatus* (whorled dropseed).

Mr. Dale Ridinger
Page 2 of 10

One ephemeral stream originates on site in the northwestern portion of the site and flows west, eventually flowing into Lake Grapevine off site to the west. (**Figure 3**).

Soils onsite consist of clay. Elevation of the project area ranges from 560 to 640 feet above mean sea level (msl) as indicated on the USGS topographic map (USGS 2014) (**Figure 4**).

A review of the US Fish and Wildlife Service National Wetland Inventory (NWI) Map (**Figure 5**), shows surface waters regardless of their federal or state jurisdiction. The NWI map that includes this site (USFWS 2014) depicts no features on the project site.

Habitat Evaluation

A habitat evaluation was conducted to assess the presence, or likely presence, of federal and state-listed threatened or endangered species potentially occurring at the site. A protected species list for Denton County was obtained from the United States Fish and Wildlife Service (USFWS) and Texas Parks and Wildlife Department (TPWD) prior to the site visits. The evaluation considered the habitat provided by the site compared to the location of critical habitat and habitat preferences of the listed species.

There are fourteen species designated by the USFWS and/or the TPWD as threatened or endangered species in Denton County, as shown in **Table 1**.

Table 1: Federal and State-Listed Threatened and Endangered Species Potentially Present in Denton County, Texas

Species (Scientific Name) Federal, State Status	Species Habitat Description	Habitat Present	Effect	Pertinent Information
Peregrine Falcon (<i>Falco peregrinus anatum</i> and <i>Falco peregrinus tundrius</i>) --,T	Both subspecies migrate across the state from more northern breeding areas in US and Canada to winter along coast and farther south; subspecies (<i>F. p. anatum</i>) is also a resident breeder in west Texas; the two subspecies' listing statuses differ, <i>F.p. tundrius</i> is no longer listed in Texas; but because the subspecies are not easily distinguishable at a distance, reference is generally made only to the species level.	Yes	No	Species could potentially utilize the site temporarily during migration but is unlikely to be affected by the proposed project.
Bald Eagle (<i>Haliaeetus leucocephalus</i>) --, T	Found primarily near rivers and large lakes; nests in tall trees or on cliffs near water; communally roosts, especially in winter; hunts live prey, scavenges, and pirates food from other birds	No	No	No large lakes located on the property. In addition, the site is too close to human activity.

Mr. Dale Ridinger
Page 3 of 10

Species (Scientific Name) Federal, State Status	Species Habitat Description	Habitat Present	Effect	Pertinent Information
Least Terns (<i>Sterna antillarum</i>) E, --	Migratory and breed along the river systems of Texas, especially the Red and Rio Grande River systems. Most often seen on sandbars in rivers and lakes or on pond edges free of vegetation, but may also breed on man-made structures such as water treatment plants. The birds nest in Texas during May through August, and winter in Central and South America.	No	No	Conditional species, adversely affected with conditions or activities related to wind energy projects. Current project not wind energy related. No sandbars on ponds or rivers are present on site.
Piping Plover (<i>Charadrius melodus</i>) T, --	Breeding area extends along the eastern coast of the United States south to southern Texas and includes the Great Lakes region, the northern Midwestern states, and south central Canada. The Piping Plover winters along the eastern Mexico coast. Piping Plovers nest on sandy beaches along the ocean or inland lakes; bare to sparsely vegetated areas on dredge-created and natural alluvial islands in rivers; gravel pits along rivers; and salt-encrusted bare areas of sand, gravel, or pebbly mud on alkaline interior lakes and ponds.	No	No	Conditional species, adversely affected with conditions or activities related to wind energy projects. Current project not wind energy related. No sandy beaches are located on site.
Red Knot (<i>Calidris canutus rufa</i>) T, --	Migratory and may stopover in gulf coast. Breeding habitat consist of slightly vegetated land in tundra. Wintering habitats consist of large sandy tidal flats and coastlines.	No	No	Conditional species, adversely affected with conditions or activities related to wind energy projects. Current project not wind energy related. No sandy tidal flats or coastlines are located on site.
White-faced Ibis (<i>Plegadis chihi</i>) --, T	Prefers freshwater marshes, sloughs, and irrigated rice fields, but will attend brackish and saltwater habitats; nests in marshes, in low trees, on the ground in bulrushes or reeds, or on floating mats.	No	No	No wetlands are located on site.
Whooping Crane (<i>Grus americana</i>) E, E	Potential migrant via plains throughout most of the state to coast; winters in coastal marshes of Aransas, Calhoun, and Refugio counties.	No	No	No large expansive wetland located on site to provide adequate habitat.

Mr. Dale Ridinger
Page 4 of 10

Wood Stork (<i>Mycteria americana</i>) --, T	Forages in prairie ponds, flooded pastures or fields, ditches, and other shallow standing water, including salt-water; usually roosts communally in tall snags, sometimes in association with other wading birds (i.e. active heronries); breeds in Mexico and birds move into Gulf States in search of mud flats and other wetlands, even those associated with forested areas; formerly nested in Texas, but no breeding records since 1960.	No	No	No habitat conducive to this species is located on the site.
Red wolf (<i>Canis rufus</i>) E, E	Extirpated; formerly known throughout eastern half of the state in brushy and forested areas, as well as coastal prairies	No	No	Extirpated in Texas.
Louisiana pigtoe (<i>Pleurobema riddellii</i>) --, T	Streams and moderate-size rivers, usually flowing water on substrates of mud, sand, and gravel; not generally known from impoundments; Sabine, Neches, and Trinity (historic) River basins	No	No	Ephemeral channel on site not conducive to bivalves. Extirpated in Trinity Basin.
Sandbank pocketbook (<i>Lampsilis satura</i>) --, T	Small to large rivers with moderate flows and swift current on gravel, gravel sand, and sand bottoms; east Texas, sulfur through San Jacinto River Basins; Neches River	No	No	Ephemeral channel on site not conducive to bivalves.
Texas heelpitter (<i>Potamilus amphichaenus</i>) --, T	Found in flowing water, but not necessarily in riffles and shoals. It prefers quiet waters in mud or sand in small to medium rivers and reservoirs. Sabine, Neches, and Trinity River basins	No	No	Ephemeral channel on site not conducive to bivalves
Texas Horned Lizard (<i>Phrynosoma cornutum</i>) --, T	Open, arid and semi-arid regions with sparse vegetation, including grass, cactus, scattered brush or scrubby trees; soil may vary in texture from sandy to rocky. Feeds on harvester ants.	No	No	No habitat or harvester ants found on site.
Timber/Canebrake rattlesnake (<i>Crotalus horridus</i>) --, T	Swamps, floodplains, upland pine and deciduous woodlands, riparian zones, abandoned farmland; limestone bluffs, sandy soil or black clay, prefers dense ground cover, i.e. grapevines or palmetto	Yes	No	Woodlands, riparian forest, and dense ground cover are present on the western portion of the site. However, habitat on project site not unique. Surrounding, undeveloped properties provide similar habitat.

E = Endangered; T = Threatened

Based on the site visit, it is KBA's opinion that the site offers potential habitat for the following threatened or endangered species:

- Peregrine Falcon (TPWD "threatened"), potential migrant;
- Timber/Canebrake rattlesnake (TPWD "threatened"), potential resident

Mr. Dale Ridinger
Page 5 of 10

None of the species identified as potentially inhabiting or feeding on the site were observed on the site and no field observations indicate their presence. Although the site offers potential habitat for the above-noted species, habitat on the project site is not unique in the area and surrounding, undeveloped land provides similar habitat. Therefore, the project is not likely to negatively affect the listed species potentially present in Denton County.

Environmentally Sensitive Areas

KBA conducted a desktop analysis and field verification of the site and identified the following ESAs on the site:

Upland Habitat

The Town defines upland habitat as:

“Areas, a minimum of ten (10) acres in size, equal to or exceeding 50 trees per acre, which contain a predominate matrix of tree species identified in the Town’s Protected Tree List. Any tree species that makes up over thirty percent (30%) of the population within a complex is considered to be the predominate species.”

KBA identified upland habitat in the western portion of the property. The upland habitat consisted of over 10 contiguous acres of forested land that contained greater than 50 trees per acre that was dominated by trees on the Town's Protected Species List. **The site contains approximately 15.43 acres of upland habitat (Figure 6).**

The upland habitat included *Baptisia australis* (wild blue indigo), *Bromus arvensis* (field brome), *Celtis laevigata* (hackberry), *Digitaria ciliaris* (southern crabgrass), *Gutierrezia sarothrae* (broomweed), *Ilex vomitoria* (yaupon holly), *Juniperus virginiana* (eastern red cedar), *Ligustrum* sp. (privet), *Prosopis glandulosa* (honey mesquite), *Quercus marilandica* (blackjack oak), *Quercus stellata* (post oak), *Schizachyrium scoparium* (little bluestem), *Smilax bona-nox* (greenbrier), and *Solidago* sp. (goldenrod). The vegetation observed appeared to be in good health.

Based on the vegetation present, this area is considered an ESA by the Town’s definition of upland habitat. Although there is approximately **15.43 acres of upland habitat on site, only 5.1 acres will be impacted by residential lots in the development and another 0.30 acres will be impacted by the Town-required roads. The remaining 10.03 acres of upland habitat will be preserved (Figure 5).**

Riparian Habitat

The Town defines riparian habit as:

“Areas designated within the FEMA 100-year floodplain or interconnected and adjacent to wetland, tree and understory vegetation and including significant stands of predominately native water related habitat. These areas include wetlands.”

Mr. Dale Ridinger

Page 6 of 10

KBA identified riparian habitat in the northwestern portion of the property along the western property boundary associated with the FEMA 100-year floodplain located in that area. **The site contains approximately 0.38 acres of riparian habitat (Figure 7).** Based on the vegetation present and its location, this area is considered an ESA by the Town's definition of riparian habitat. None of the riparian habitat will be impacted by the proposed development.

Prairie Habitat

The Town defines prairie habitat as:

"Areas designated as containing onsite predominate distributions of climax or mid-successional native grass species underlain by intact (non-eroded) prairie and savannah soil types."

The Town of Flower Mound's ESA Survey indicated that there are a few pocket prairies situated within the confines of the upland habitat area. The town notes that these areas are comprised of blue grama (*Bouteloua gracilis*), little bluestem, gayfeather (*Liatris* sp.), and Nuttall's wild indigo (*Baptisia nuttalliana*). KBA's site evaluation did not find areas on site that meet the definition of Prairie Habitat. The areas indicated by the town as having prairie habitat appeared to be dominated by *Bromus arvensis* (field brome) and *Gutierrezia sarothrae* (broomweed). Although little bluestem, gayfeather, and wild indigo were observed, they were not the dominant species located at this location; therefore, **KBA concludes that Prairie Habitat is not located on the site.**

Waters of the State

The Town defines waters of the State as:

"Groundwater, percolating or otherwise, lakes, bays, ponds, impounding reservoirs, springs, rivers, streams, creeks, estuaries, marshes, inlets, canals, the Gulf of Mexico, inside the territorial limits of the state, and all other bodies of surface water, natural or artificial, inland or coastal, fresh or salt, navigable or nonnavigable, and including the beds and banks of all watercourses and banks of all watercourses and bodies of surface water, that are wholly or partially inside or bordering the state or inside the jurisdiction of the state."

KBA performed a jurisdictional determination of wetlands and other "waters of the United States" (as defined by the Clean Water Act) for the project. An ephemeral stream (Stream A) is located in the northwestern portion of the site (Figure 3). The stream is jurisdictional and is considered Waters of the State, and is therefore an ESA by the Town. Approximately 249 linear feet of ephemeral stream is proposed to be impacted by the development (**Figure 8**).

Developed Floodplain

The Town defines developed floodplain as:

"Any area defined as a floodplain within the FEMA 100-year floodplain and which has been channelized or the land within these areas have been graded, filled, or otherwise disturbed."

Mr. Dale Ridinger
Page 7 of 10

The majority of the project site is located within "Zone X," an area determined to be outside the 500-year floodplain, as mapped by the Federal Emergency Management Agency (FEMA) (Flood Insurance Rate Map Q3 Digital Data). The extreme northwest corner of the site is shown as being in "Zone AE", areas that have a 1% probability of flooding every year (also known as the "100-year floodplain"), and where predicted flood water elevations above mean sea level have been established, as mapped by FEMA. A map showing the limits of Zone AE and Zone X is included as **Figure 9**. The FEMA-mapped 100-year floodplain area located within the property totals approximately 0.38 acres; however, the floodplain will not be impacted by the proposed development (Figure 9).

Topographical Slope Protection

The Town of Flower Mound's SmartGrowth Implementation manual states:

"No development application or project shall be approved that proposes development on any existing topographical slopes of twelve percent (12.0%) or greater, or that proposes to alter any existing topographical slopes that are less than twelve percent (12.0%) but equal to or greater than five percent (5.0%) (other than within five feet of the footprint of the proposed structure or structures)."

Several locations on the proposed Serenity residential development have been mapped by the Town as areas having between 5% and 12% topographic slopes (12.0 acres) and having greater than 12% slopes (6.89 acres). The areas with greater than 12% slopes are generally located along the western property boundary and in the west-central portion of the site (**Figure 10**). Areas with slopes of between 5% and 12% are generally in the northern portion of the site. These areas are considered an ESA by the Town and meet the criterion for topographic slope protection.

Approximately 4.9 acres with topographic slopes between 5% and 12% are proposed to be impacted by the development (Figure 10). Approximately 0.11 acres of areas with slopes of greater than 12% slopes are proposed to be impacted by the development. An exception for the 4.9 acres of impacted land that have topographic slopes between 5% and 12% and the 0.11 acres of impacted land that have topographic slopes greater than 12% slopes is being requested.

Proposed Development Plan

The proposed site plan calls for the property to be developed as a residential development. In an attempt to preserve the natural habitat on the proposed Serenity residential development tree and vegetation removal will be limited to only those trees and natural vegetation that would be affected by the proposed construction of the onsite roads, utilities, and structures. Several mitigation strategies are proposed to compensate for any permanent impacts to environmentally sensitive areas. Best Management Practices (BMPs) will also be employed to retain sediments and other pollutants onsite during construction activities. A figure showing the overall development plan and impacts to Town-defined ESAs is shown as Figure 5 and 9.

Mr. Dale Ridinger
Page 8 of 10

Mitigation Measures During Project Planning and Construction

The following mitigation measures will be employed throughout the planning and construction of the project:

- The development plan has been designed to preserve as many trees and natural vegetation as possible while still allowing an economically viable development.
- Approximately 0.38 acres of Town-defined Riparian Habitat exists on site. The proposed development plan has been designed to preserve all of this habitat.
- Approximately 15.43 acres of Town-defined Upland Habitat exists on the site. The development plan has been designed to preserve more than half of this habitat. Approximately 5.1 acres of upland habitat is proposed to be impacted by lots and another 0.11 acres of upland habitat is proposed to be impacted by town roads. Approximately 10.03 acres of upland habitat will be completely unimpacted by the proposed project. Mitigation for the 5.4 acres of upland habitat impacted by the development will be accomplished by the preservation of 10.03 acres of upland habitat.

The new Town's ordinance, Section 94-40, Item 4 clearly states that mitigation credits will be given for Upland and Riparian, based on each acre of protected habitat preserved.

- A portion of Stream A will be filled to allow for the development of residential lots. Any fill in jurisdictional waters will be authorized under a US Army Corps of Engineers Section 404 permit. Specifically, Nationwide Permit 29 will be utilized for the aforementioned fill activity.
- Although every attempt has been made to minimize the number of trees damaged or removed during development, some impacts to trees will occur. The removal of trees will be limited to stressed or dead trees, trees within the footprint of proposed structures and roads, and trees needed to be removed to level the building lots. To reduce impacts, roads will be constructed so as to minimize the number of trees needing to be removed. Mitigation for the impact to trees that must be removed will include tree preservation (where possible), additional tree and other native vegetation plantings, habitat improvement projects, and green space preservation.
- No areas with topographic slopes between 5% and 12% will be altered unless they are within five feet of a proposed structure or an exception of this requirement is issued by the Town. An exception of this requirement is being requested for approximately 4.9 acres of land with slopes between 5% and 12%. An exception is also being requested for the impacts to 0.11 acres of land with slopes greater than 12%.
- Silt fencing will be installed and maintained in compliance with TCEQ Construction General Permit requirements. This structural feature will minimize sediments from entering the Town's storm sewer system.

Mr. Dale Ridinger
Page 9 of 10

- Silt fencing will be installed perpendicular to the direction of flow, especially along roadways and drainage/low elevation areas.
- Stabilized construction entrances will be installed at appropriate locations onsite. These structural features will reduce the risk of transporting mud or sediment onto the adjacent roads and other nearby roadways.
- Major soil disturbing activities will be sequenced to preserve existing vegetation.
- Storm water control devices will be installed to promote sedimentation onsite, limit runoff, and reduce the velocity of concentrated flows to reduce erosion and scouring to onsite and adjacent drainages.
- Storm water control devices will be maintained until stabilized disturbed areas have achieved final stabilization.
- Active migratory bird nesting areas will not be disturbed during site development. Although not anticipated, if a threatened or endangered species is encountered during site development, the USFWS and/or TPWD authorities will be contacted immediately.

Conclusions

Based on the site visit, ESA Survey performed by KBA, and proposed zoning for the site, KBA concludes the following:

- The project site contains potentially suitable habitat for the Peregrine Falcon (*Falco peregrinus*) and the timber/canebrake rattlesnake (*Crotalus horridus*). Neither of these listed species were observed onsite. Potential habitat for these species does exist on site, however, the habitat on the project site is not unique and surrounding, undeveloped properties will provide adequate habitat to prevent negative impacts to these species.
- Town-defined Environmentally Sensitive Areas exist on the project site. upland habitat, riparian habitat, waters of the state, developed floodplain, and topographical slope protection areas have been identified on site. No other environmentally sensitive areas were observed on the site. Although some impacts to these areas are anticipated, mitigation measures that compensate for these impacts will be conducted.
- The project will strictly adhere to the Town's tree ordinance and other environmental mandates.

Mr. Dale Ridinger

Page 10 of 10

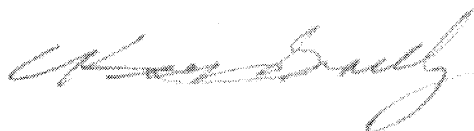
The proposed Serenity residential development will be designed to allow for the partial preservation of existing natural habitat. The preserved trees will provide an aesthetic value to the site and continue to provide habitat for a variety of biota including songbirds, mammals, reptiles, and insects.

Please let either of us know if additional information would be helpful.

Sincerely,

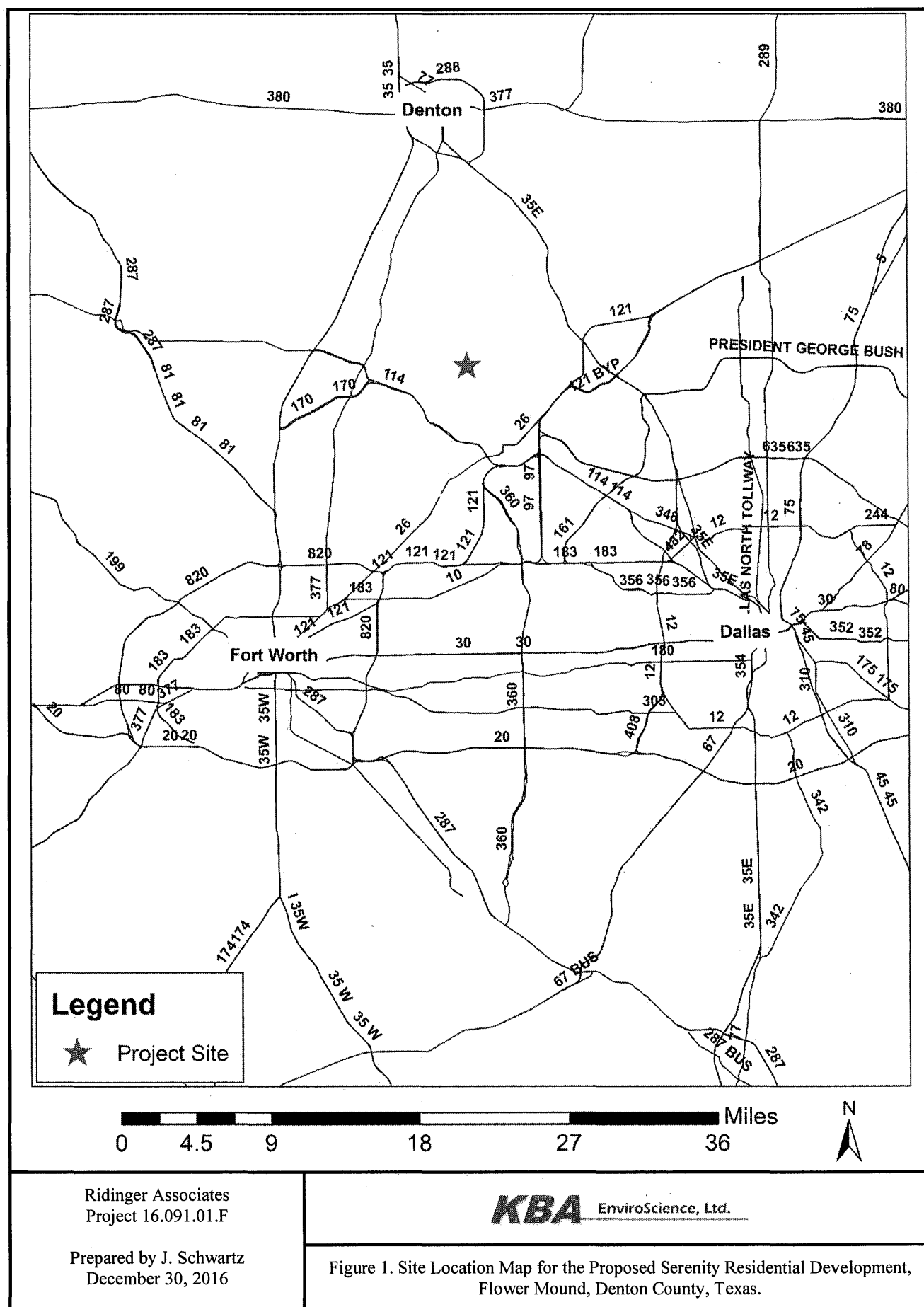
A handwritten signature in dark ink, appearing to read "Joe Schwartz", with a stylized flourish at the end.

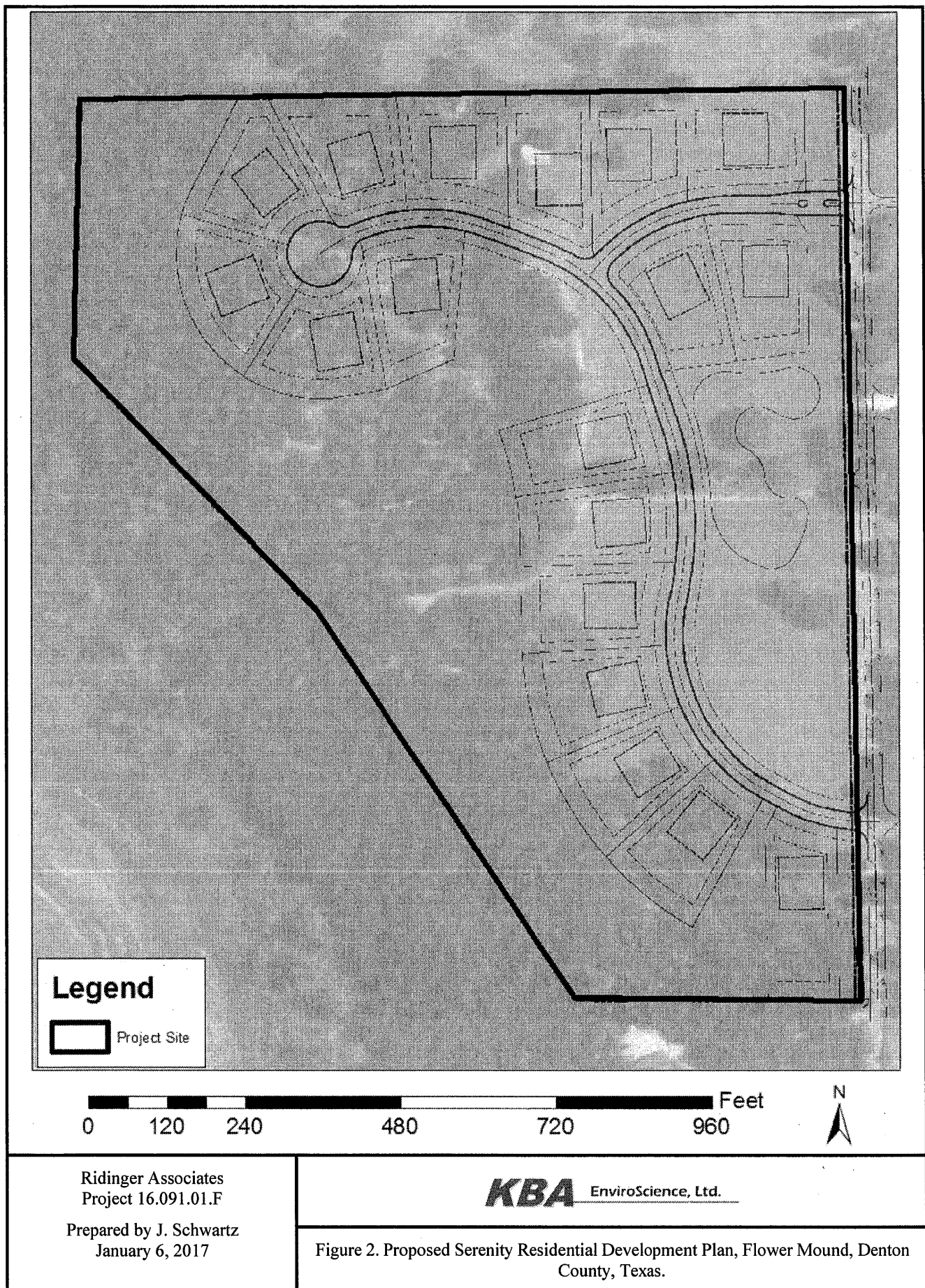
Joseph Schwartz, Project Manager
KBA EnviroScience, Ltd.

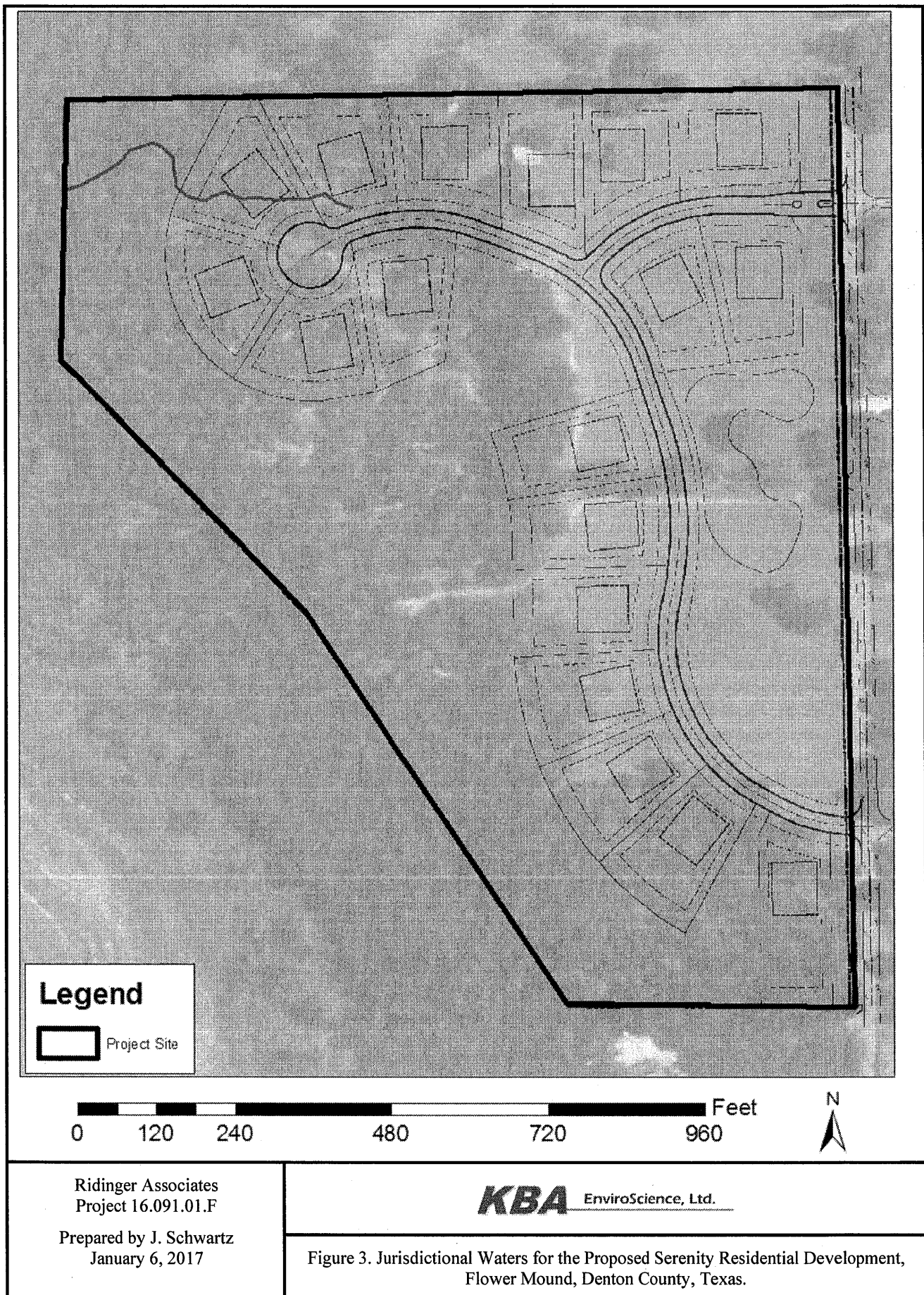
A handwritten signature in dark ink, appearing to read "C. Keith Bradley", with a stylized flourish at the end.

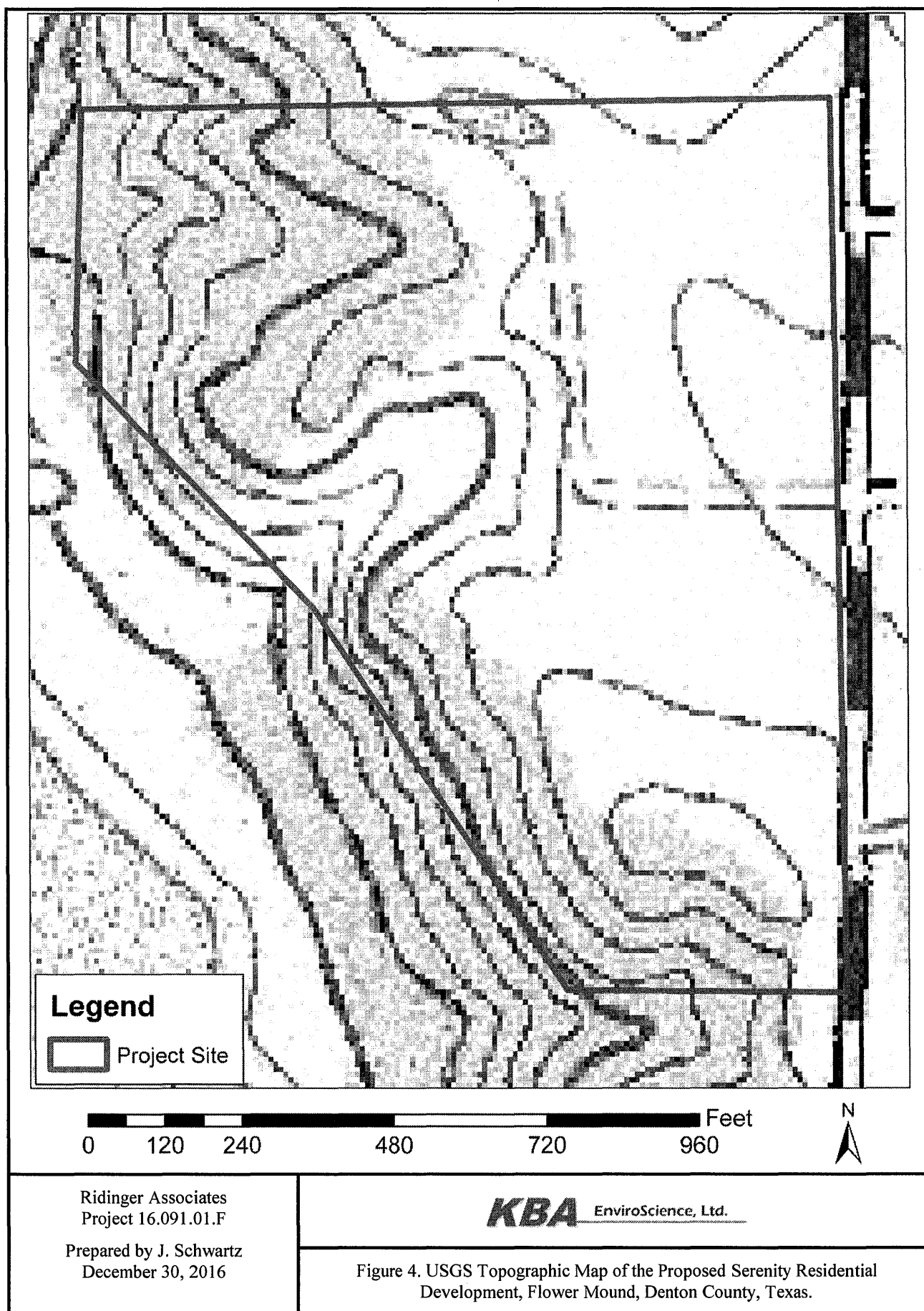
C. Keith Bradley, REP, CWB
KBA EnviroScience, Ltd.

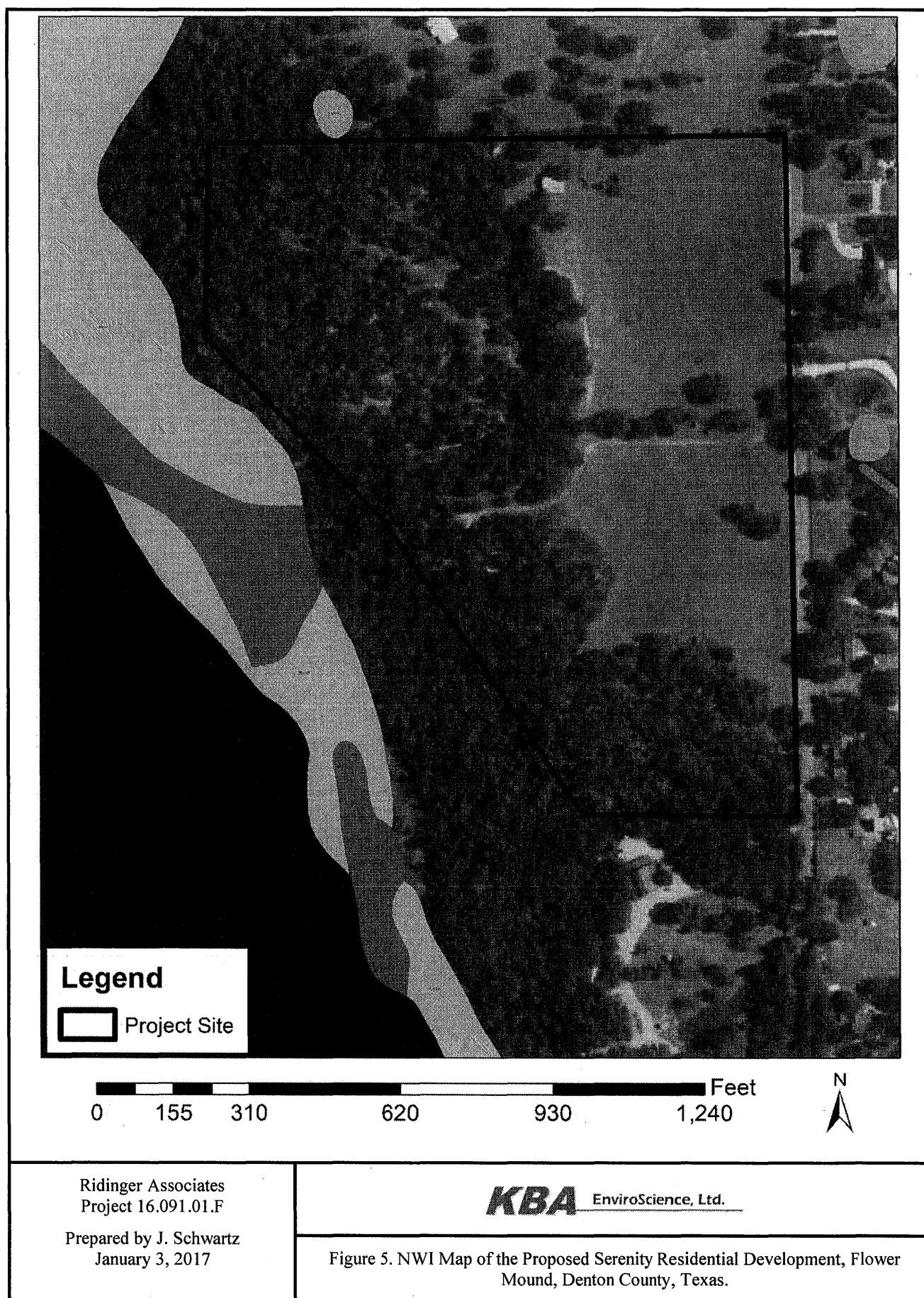
FIGURES

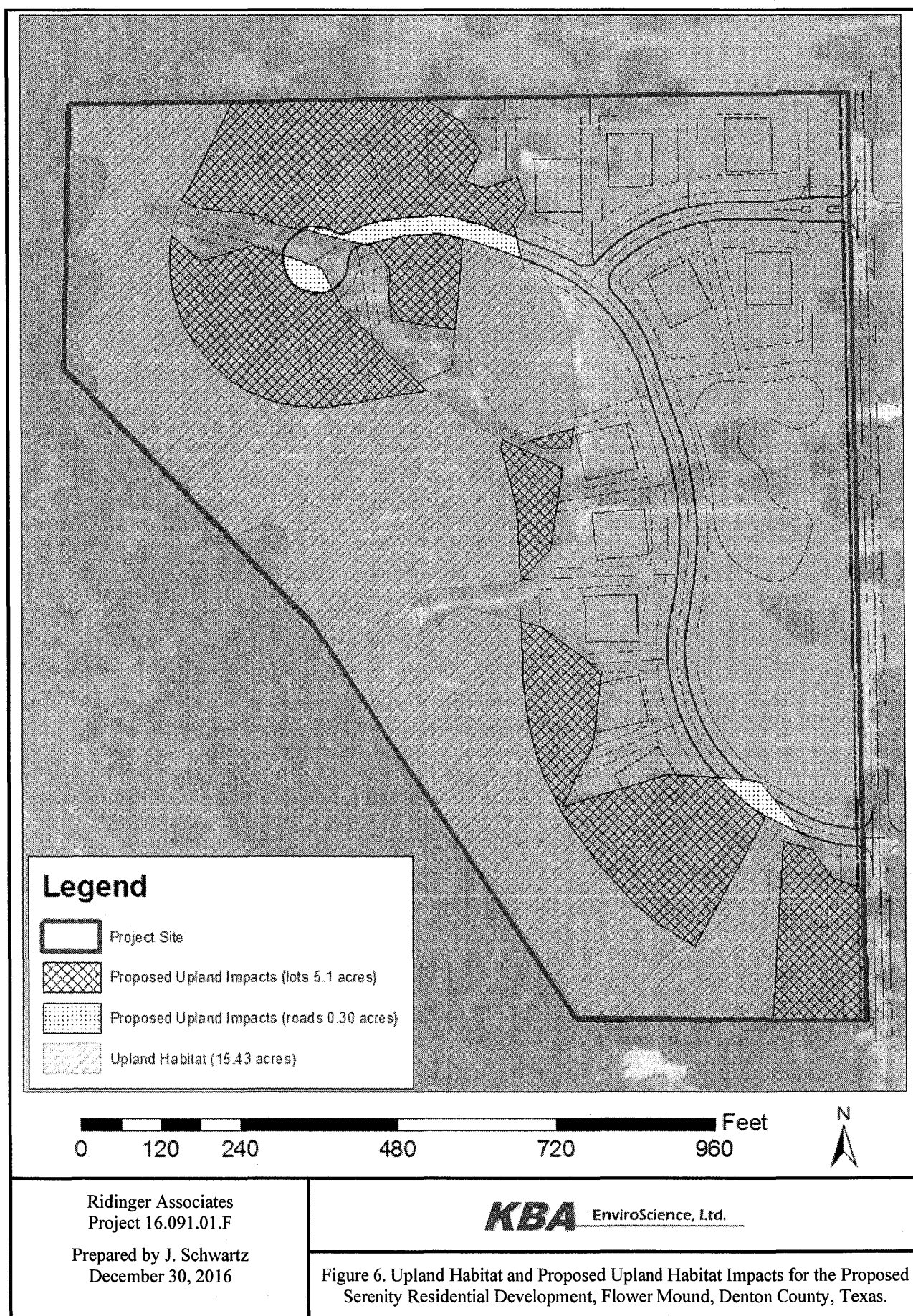


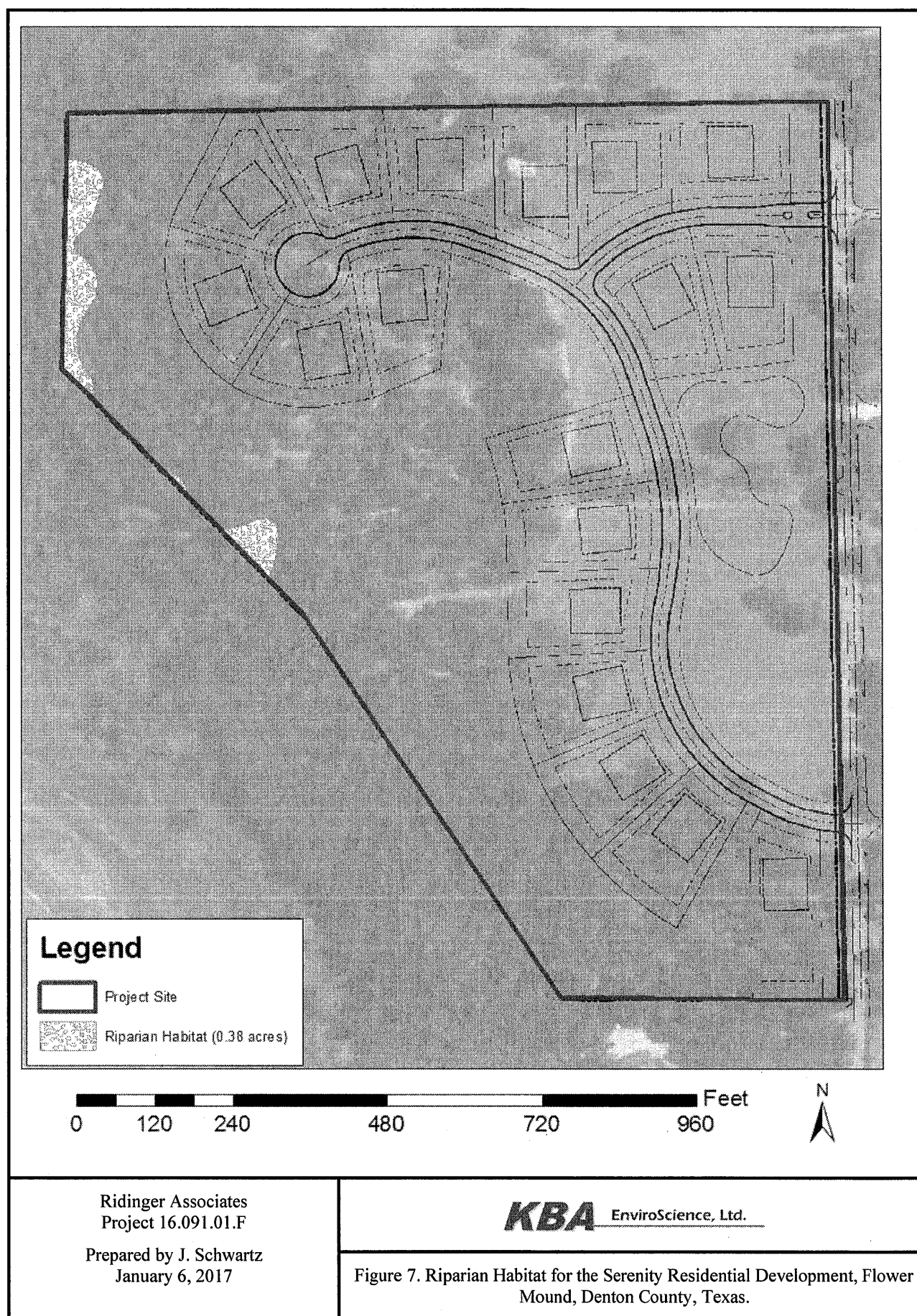


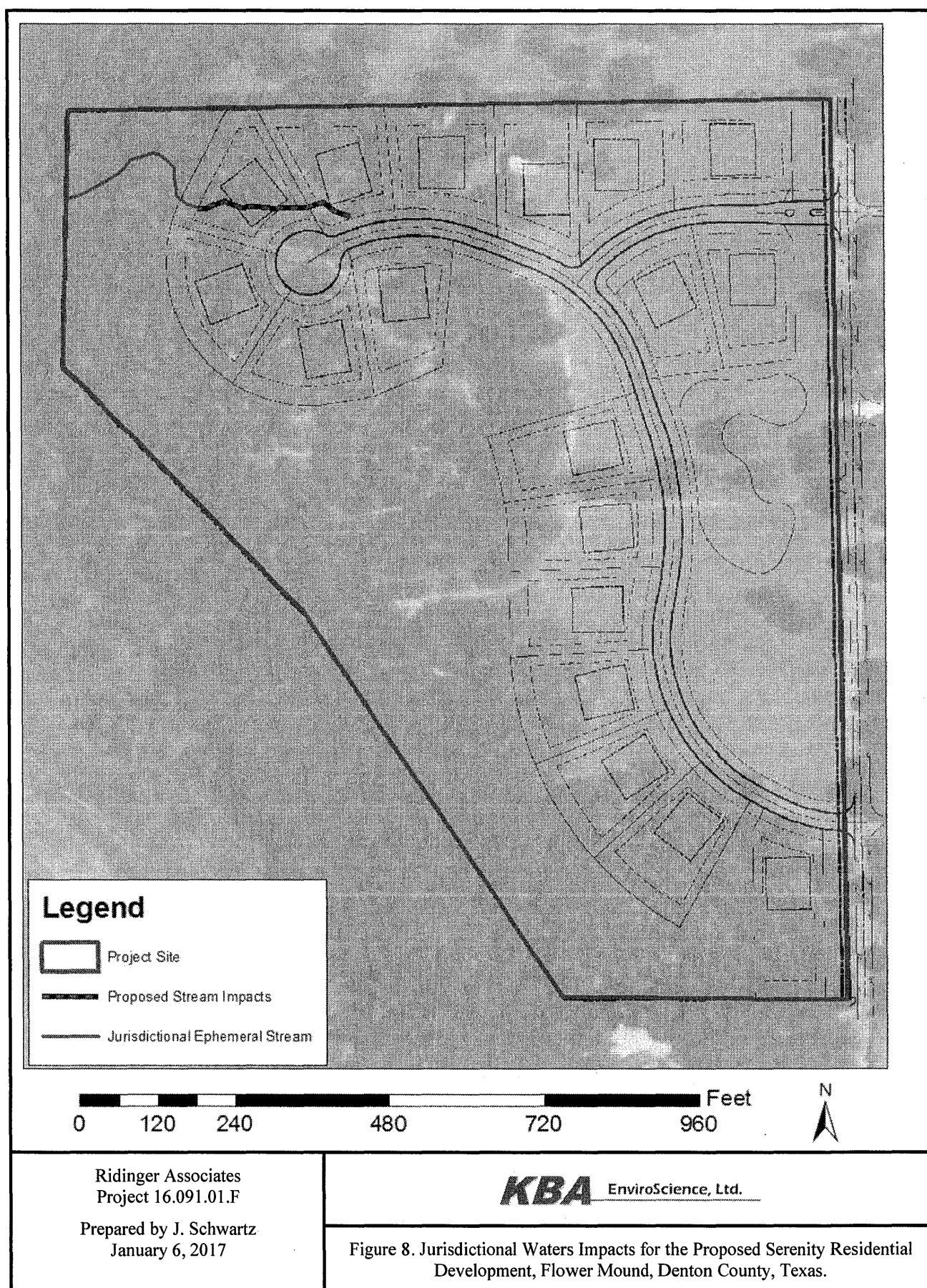


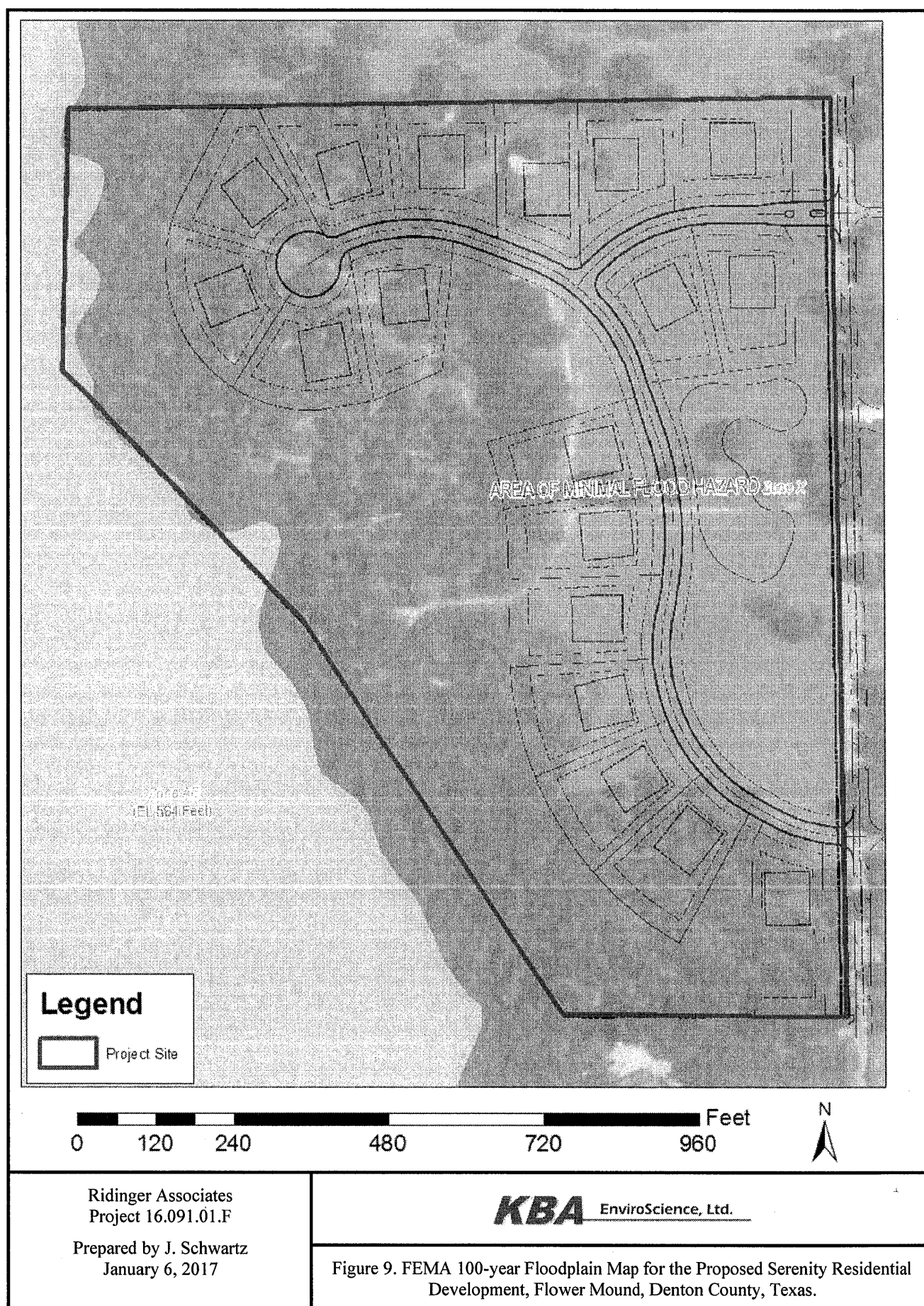












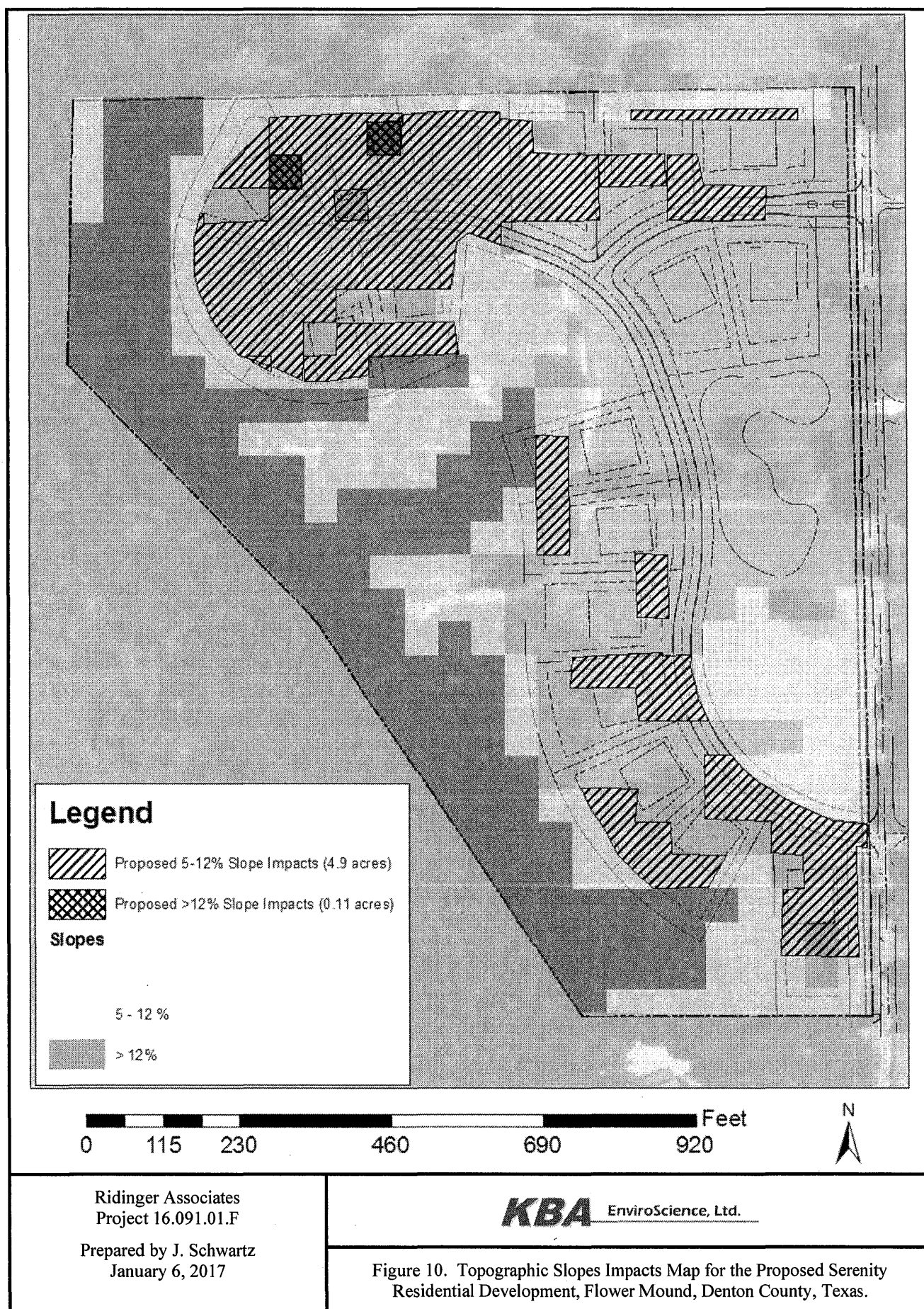


EXHIBIT 11



DALLAS OFFICE

February 15, 2017
Revised July 26, 2017

Dale Ridinger, President
Ridinger Associates
550 S. Edmonds Lane, Suite 101
Lewisville, TX 75067

Subject: Environmental Protection Plan for the Proposed Serenity Development, Flower Mound, Texas

Dear Mr. Ridinger:

This Environmental Protection Plan (EPP) was prepared to satisfy the Town of Flower Mound (Town) development requirements for the proposed residential development in Flower Mound (Proposed Serenity Development). The project site is an approximately 29-acre tract of mostly undeveloped grassland with wooded riparian corridors along the drainage features on site with areas of hay production located within a developing area of Flower Mound. The property is located west of High Road, near its southern terminus in Flower Mound, Denton County, Texas (**Figure 1**). This EPP summarizes a survey performed to identify Environmentally Sensitive Areas (ESAs) potentially present on the property. This EPP was developed in accordance with the Town of Flower Mound SMARTGrowth Program, Category E (6) Environmental Quality.

Site Description

On December 8, 2016, John Kemmey of GES (formerly KBA EnviroScience, Ltd.), performed a site investigation of the proposed development property to assess environmental features, and to determine whether there are any ESAs, as described in the SMARTGrowth Program, located on site. On February 10, 2017, Jose Alvarez of KBA performed a follow up site visit to determine the presence of prairie habitat. The proposed development design is provided as **Figure 2**.

The majority of the site is undeveloped grassland with wooded riparian corridors along the drainage features on site. The northeastern and east-central portions of the site are in hay production. Vegetation on the site is dominated by upland grasses and forbs including *Baptisia australis* (wild blue indigo), *Bouteloua dactyloides* (buffalograss), *Bromus arvensis* (field brome), *Celtis laevigata* (hackberry), *Digitaria ciliaris* (southern crabgrass), *Gutierrezia sarothrae* (broomweed), *Ilex vomitoria* (yaupon holly), *Juniperus virginiana* (eastern red cedar), *Ligustrum* sp. (privet), *Prosopis glandulosa* (honey mesquite), *Ailanthus altissima* (tree of heaven), *Quercus marilandica* (blackjack oak), *Quercus stellata* (post oak), *Schizachyrium scoparium* (little bluestem), *Smilax bona-nox* (greenbrier), *Solanum elaeagnifolium* (silver leaf nightshade), *Solidago* sp. (goldenrod), and *Sporobolus pyramidatus* (whorled dropseed).

Mr. Dale Ridinger

Page 2 of 10



One ephemeral stream originates on site in the northwestern portion of the site and flows west, eventually flowing into Lake Grapevine off site to the west. (**Figure 3**).

Soils onsite consist of clay. Elevation of the project area ranges from 560 to 640 feet above mean sea level (msl) as indicated on the USGS topographic map (USGS 2014) (**Figure 4**).

A review of the US Fish and Wildlife Service National Wetland Inventory (NWI) Map (**Figure 5**), shows surface waters regardless of their federal or state jurisdiction. The NWI map that includes this site (USFWS 2014) depicts no features on the project site.

Habitat Evaluation

A habitat evaluation was conducted to assess the presence, or likely presence, of federal and state-listed threatened or endangered species potentially occurring at the site. A protected species list for Denton County was obtained from the United States Fish and Wildlife Service (USFWS) and Texas Parks and Wildlife Department (TPWD) prior to the site visits. The evaluation considered the habitat provided by the site compared to the location of critical habitat and habitat preferences of the listed species.

There are fourteen species designated by the USFWS and/or the TPWD as threatened or endangered species in Denton County, as shown in **Table 1**.

Table 1: Federal and State-Listed Threatened and Endangered Species Potentially Present in Denton County, Texas

Species (Scientific Name) Federal, State Status	Species Habitat Description	Habitat Present	Effect	Pertinent Information
Peregrine Falcon (<i>Falco peregrinus anatum</i> and <i>Falco peregrinus tundrius</i>) --,T	Both subspecies migrate across the state from more northern breeding areas in US and Canada to winter along coast and farther south; subspecies (<i>F. p. anatum</i>) is also a resident breeder in west Texas; the two subspecies' listing statuses differ, <i>F.p. tundrius</i> is no longer listed in Texas; but because the subspecies are not easily distinguishable at a distance, reference is generally made only to the species level.	Yes	No	Species could potentially utilize the site temporarily during migration but is unlikely to be affected by the proposed project.
Bald Eagle (<i>Haliaeetus leucocephalus</i>) --, T	Found primarily near rivers and large lakes; nests in tall trees or on cliffs near water; communally roosts, especially in winter; hunts live prey, scavenges, and pirates food from other birds	No	No	Although no large lakes are located on the property, Lake Grapevine is adjacent to the west of the property. However, the site is too close to human activity to be attractive to this species.

Mr. Dale Ridinger
Page 3 of 10



Species (Scientific Name) Federal, State Status	Species Habitat Description	Habitat Present	Effect	Pertinent Information
Least Terns (<i>Sterna antillarum</i>) E, --	Migratory and breed along the river systems of Texas, especially the Red and Rio Grande River systems. Most often seen on sandbars in rivers and lakes or on pond edges free of vegetation, but may also breed on man-made structures such as water treatment plants. The birds nest in Texas during May through August, and winter in Central and South America.	No	No	Conditional species, adversely affected with conditions or activities related to wind energy projects. Current project not wind energy related. No sandbars on ponds or rivers are present on site.
Piping Plover (<i>Charadrius melodus</i>) T, --	Breeding area extends along the eastern coast of the United States south to southern Texas and includes the Great Lakes region, the northern Midwestern states, and south central Canada. The Piping Plover winters along the eastern Mexico coast. Piping Plovers nest on sandy beaches along the ocean or inland lakes; bare to sparsely vegetated areas on dredge-created and natural alluvial islands in rivers; gravel pits along rivers; and salt-encrusted bare areas of sand, gravel, or pebbly mud on alkaline interior lakes and ponds.	No	No	Conditional species, adversely affected with conditions or activities related to wind energy projects. Current project not wind energy related. No sandy beaches are located on site.
Red Knot (<i>Calidris canutus rufa</i>) T, --	Migratory and may stopover in gulf coast. Breeding habitat consist of slightly vegetated land in tundra. Wintering habitats consist of large sandy tidal flats and coastlines.	No	No	Conditional species, adversely affected with conditions or activities related to wind energy projects. Current project not wind energy related. No sandy tidal flats or coastlines are located on site.
White-faced Ibis (<i>Plegadis chihi</i>) --, T	Prefers freshwater marshes, sloughs, and irrigated rice fields, but will attend brackish and saltwater habitats; nests in marshes, in low trees, on the ground in bulrushes or reeds, or on floating mats.	No	No	No wetlands are located on site.
Whooping Crane (<i>Grus americana</i>) E, E	Potential migrant via plains throughout most of the state to coast; winters in coastal marshes of Aransas, Calhoun, and Refugio counties.	No	No	No large expansive wetland located on site to provide adequate habitat.
Wood Stork (<i>Mycteria americana</i>) --, T	Forages in prairie ponds, flooded pastures or fields, ditches, and other shallow standing water, including salt-water; usually roosts communally in tall snags, sometimes in association with other wading	No	No	No habitat conducive to this species is located on the site.

Mr. Dale Ridinger
Page 4 of 10



Species (Scientific Name) Federal, State Status	Species Habitat Description	Habitat Present	Effect	Pertinent Information
	birds (i.e. active heronries); breeds in Mexico and birds move into Gulf States in search of mud flats and other wetlands, even those associated with forested areas; formerly nested in Texas, but no breeding records since 1960.			
Red wolf (<i>Canis rufus</i>) E, E	Extirpated; formerly known throughout eastern half of the state in brushy and forested areas, as well as coastal prairies	No	No	Extirpated in Texas.
Louisiana pigtoe (<i>Pleurobema riddellii</i>) --, T	Streams and moderate-size rivers, usually flowing water on substrates of mud, sand, and gravel; not generally known from impoundments; Sabine, Neches, and Trinity (historic) River basins	No	No	Ephemeral channel on site not conducive to bivalves. Extirpated in Trinity Basin.
Sandbank pocketbook (<i>Lampsilis satura</i>) --, T	Small to large rivers with moderate flows and swift current on gravel, gravel sand, and sand bottoms; east Texas, sulfur through San Jacinto River Basins; Neches River	No	No	Ephemeral channel on site not conducive to bivalves.
Texas heelpitter (<i>Potamilus amphichaenus</i>) --, T	Found in flowing water, but not necessarily in riffles and shoals. It prefers quiet waters in mud or sand in small to medium rivers and reservoirs. Sabine, Neches, and Trinity River basins	No	No	Ephemeral channel on site not conducive to bivalves
Texas Horned Lizard (<i>Phrynosoma cornutum</i>) --, T	Open, arid and semi-arid regions with sparse vegetation, including grass, cactus, scattered brush or scrubby trees; soil may vary in texture from sandy to rocky. Feeds on harvester ants.	No	No	No habitat or harvester ants found on site.
Timber/Canebrake rattlesnake (<i>Crotalus horridus</i>) --, T	Swamps, floodplains, upland pine and deciduous woodlands, riparian zones, abandoned farmland; limestone bluffs, sandy soil or black clay, prefers dense ground cover, i.e. grapevines or palmetto	Yes	No	Woodlands, riparian forest, and dense ground cover are present on the western portion of the site. However, habitat on project site not unique. Surrounding, undeveloped properties provide similar habitat.

E = Endangered; T = Threatened

Based on the site visit, it is GES's opinion that the site offers potential habitat for the following threatened or endangered species:

- Peregrine Falcon (TPWD "threatened"), potential migrant;
- Timber/Canebrake rattlesnake (TPWD "threatened"), potential resident

Mr. Dale Ridinger
Page 5 of 10



None of the species identified as potentially inhabiting or feeding on the site were observed on the site and no field observations indicate their presence. Although the site offers potential habitat for the above-noted species, habitat on the project site is not unique in the area and surrounding, undeveloped land provides similar habitat. Therefore, the project is not likely to negatively affect the listed species potentially present in Denton County.

Environmentally Sensitive Areas

GES (formerly KBA) conducted a desktop analysis and field verification of the site and identified the following ESAs on the site:

Upland Habitat

The Town defines upland habitat as:

“Areas, a minimum of ten (10) acres in size, equal to or exceeding 50 trees per acre, which contain a predominate matrix of tree species identified in the Town’s Protected Tree List. Any tree species that makes up over thirty percent (30%) of the population within a complex is considered to be the predominate species.”

GES (formerly KBA) identified upland habitat in the western portion of the property. The upland habitat consisted of over 10 contiguous acres of forested land that contained greater than 50 trees per acre that was dominated by trees on the Town's Protected Species List. **The site contains approximately 14.94 acres of upland habitat (Figure 6).**

The upland habitat included *Baptisia australis* (wild blue indigo), *Bromus arvensis* (field brome), *Celtis laevigata* (hackberry), *Digitaria ciliaris* (southern crabgrass), *Gutierrezia sarothrae* (broomweed), *Ilex vomitoria* (yaupon holly), *Juniperus virginiana* (eastern red cedar), *Ligustrum* sp. (privet), *Prosopis glandulosa* (honey mesquite), *Quercus marilandica* (blackjack oak), *Quercus stellata* (post oak), *Schizachyrium scoparium* (little bluestem), *Smilax bona-nox* (greenbrier), and *Solidago* sp. (goldenrod). The vegetation observed appeared to be in good health.

Based on the vegetation present, this area is considered an ESA by the Town’s definition of upland habitat. Although there is approximately 14.94 acres of upland habitat on site, only **5.48 acres will be impacted by residential lots in the development and another 0.29 acres will be impacted by the Town-required roads. The remaining 9.17 acres of upland habitat will be preserved (Figure 5).**

Riparian Habitat

The Town defines riparian habit as:

“Areas designated within the FEMA 100-year floodplain or interconnected and adjacent to wetland, tree and understory vegetation and including significant stands of predominately native water related habitat. These areas include wetlands.”

Mr. Dale Ridinger
Page 6 of 10



GES (formerly KBA) identified riparian habitat in the northwestern portion of the property along the western property boundary associated with the FEMA 100-year floodplain located in that area. **The site contains approximately 0.38 acres of riparian habitat (Figure 7).** Based on the vegetation present and its location, this area is considered an ESA by the Town's definition of riparian habitat. None of the riparian habitat will be impacted by the proposed development.

Prairie Habitat

The Town defines prairie habitat as:

"Areas designated as containing onsite predominate distributions of climax or mid-successional native grass species underlain by intact (non-eroded) prairie and savannah soil types."

The Town of Flower Mound's ESA Survey indicated that there are a few pocket prairies situated within the confines of the upland habitat area. The town notes that these areas are comprised of blue grama (*Bouteloua gracilis*), gayfeather (*Liatris* sp.), little bluestem (*Schizachyrium scoparium*), and Nuttall's wild indigo (*Baptisia nuttalliana*). A follow up GES site evaluation confirmed areas on site that meet the definition of prairie habitat as well as areas that appeared to be dominated by *Bromus arvensis* (field brome) and *Gutierrezia sarothrae* (broomweed). GES delineated prairie habitat based on the presence of little bluestem and gayfeather. **GES concludes 0.18 acres of prairie habitat are located on the site.** The proposed development will impact all 0.18 acres of prairie habitat (Figure 6).

Waters of the State

The Town defines waters of the State as:

"Groundwater, percolating or otherwise, lakes, bays, ponds, impounding reservoirs, springs, rivers, streams, creeks, estuaries, marshes, inlets, canals, the Gulf of Mexico, inside the territorial limits of the state, and all other bodies of surface water, natural or artificial, inland or coastal, fresh or salt, navigable or nonnavigable, and including the beds and banks of all watercourses and banks of all watercourses and bodies of surface water, that are wholly or partially inside or bordering the state or inside the jurisdiction of the state."

GES (formerly KBA) performed a jurisdictional determination of wetlands and other "waters of the United States" (as defined by the Clean Water Act) for the project. An ephemeral stream (Stream A) is located in the northwestern portion of the site (Figure 3). The stream is jurisdictional and is considered Waters of the State, and is therefore an ESA by the Town. Approximately 279 linear feet of ephemeral stream is proposed to be impacted by the development (Figure 8).

Mr. Dale Ridinger
Page 7 of 10



Developed Floodplain

The Town defines developed floodplain as:

"Any area defined as a floodplain within the FEMA 100-year floodplain and which has been channelized or the land within these areas have been graded, filled, or otherwise disturbed."

The majority of the project site is located within "Zone X," an area determined to be outside the 500-year floodplain, as mapped by the Federal Emergency Management Agency (FEMA) (Flood Insurance Rate Map Q3 Digital Data). The extreme northwest corner of the site is shown as being in "Zone AE", areas that have a 1% probability of flooding every year (also known as the "100-year floodplain"), and where predicted flood water elevations above mean sea level have been established, as mapped by FEMA. A map showing the limits of Zone AE and Zone X is included as **Figure 9**. The FEMA-mapped 100-year floodplain area located within the property totals approximately 0.38 acres; however, the floodplain will not be impacted by the proposed development (Figure 9).

Topographical Slope Protection

The Town of Flower Mound's SmartGrowth Implementation manual states:

"No development application or project shall be approved that proposes development on any existing topographical slopes of twelve percent (12.0%) or greater, or that proposes to alter any existing topographical slopes that are less than twelve percent (12.0%) but equal to or greater than five percent (5.0%) (other than within five feet of the footprint of the proposed structure or structures)."

Several locations on the proposed Serenity residential development have been mapped by the Town as **areas having between 5% and 12% topographic slopes (7.8 acres) and having greater than 12% slopes (9.3 acres)**. The areas with greater than 12% slopes are generally located along the western property boundary and in the west-central portion of the site (**Figure 10**). Areas with slopes of between 5% and 12% are generally in the northern portion of the site. These areas are considered an ESA by the Town and meet the criterion for topographic slope protection.

Approximately **5.1 acres with topographic slopes between 5% and 12% are proposed to be impacted by the development** (Figure 10). Approximately **1.6 acres of areas with slopes of greater than 12% slopes are proposed to be impacted by the development**. An exception for the 5.1 acres of impacted land that have topographic slopes between 5% and 12% and the 1.6 acres of impacted land that have topographic slopes greater than 12% slopes is being requested.

Proposed Development Plan

The proposed site plan calls for the property to be developed as a residential development. In an attempt to preserve the natural habitat on the proposed Serenity residential development, tree and vegetation removal will be limited to only those trees and natural vegetation that would be affected by the proposed construction of the onsite roads, utilities, and structures.

Mr. Dale Ridinger
Page 8 of 10



Several mitigation strategies are proposed to compensate for any permanent impacts to environmentally sensitive areas. Best Management Practices (BMPs) will also be employed to retain sediments and other pollutants onsite during construction activities. A figure showing the overall development plan and impacts to Town-defined ESAs is shown as Figure 5 and 9.

Mitigation Measures During Project Planning and Construction

The following mitigation measures will be employed throughout the planning and construction of the project:

- The development plan has been designed to preserve as many trees and natural vegetation as possible while still allowing an economically viable development.
- Approximately 0.38 acres of Town-defined Riparian Habitat exists on site. The proposed development plan has been designed to preserve all of this habitat.
- Approximately 14.94 acres of Town-defined Upland Habitat exists on the site. The development plan has been designed to preserve more than half of this habitat. Approximately 5.48 acres of upland habitat is proposed to be impacted by lots and another 0.29 acres of upland habitat is proposed to be impacted by town roads. Approximately 9.17 acres of upland habitat will be completely unimpacted by the proposed project. Mitigation for the 5.48 acres of upland habitat impacted by the development will be accomplished by the preservation of 9.17 acres of upland habitat.

The new Town's ordinance, Section 94-40, Item 4 clearly states that mitigation credits will be given for Upland and Riparian Habitat, based on each acre of protected habitat preserved.

- Approximately 0.18 acres of Town-defined Prairie Habitat exists on the site. The proposed development will impact all 0.18 acres of prairie habitat. Mitigation for the impacted prairie habitat will be accomplished by transplanting native prairie vegetation on site. In addition, native vegetation will be planted onsite where feasible. The remainder of the mitigation for prairie habitat impacts will be fulfilled by planting native vegetation at Lewisville Lake Environmental Learning Area (LLELA). The transplanted and replanted vegetation will result in no net loss of prairie vegetation.
- A portion of Stream A will be filled to allow for the development of residential lots. Any fill in jurisdictional waters will be authorized under a US Army Corps of Engineers Section 404 permit. Specifically, Nationwide Permit 29 will be utilized for the aforementioned fill activity.
- Although every attempt has been made to minimize the number of trees damaged or removed during development, some impacts to trees will occur. The removal of trees will be limited to stressed or dead trees, trees within the footprint of proposed structures and roads, and trees needed to be removed to level the building lots. To reduce impacts, roads will be constructed so as to minimize the number of trees

Mr. Dale Ridinger
Page 9 of 10



needing to be removed. Mitigation for the impact to trees that must be removed will include tree preservation (where possible), additional tree and other native vegetation plantings, habitat improvement projects, and green space preservation.

- No areas with topographic slopes between 5% and 12% will be altered unless they are within five feet of a proposed structure or an exception of this requirement is issued by the Town. An exception of this requirement is being requested for approximately 5.1 acres of land with slopes between 5% and 12%. An exception is also being requested for the impacts to 1.6 acres of land with slopes greater than 12%.
- Silt fencing will be installed and maintained in compliance with TCEQ Construction General Permit requirements. This structural feature will minimize sediments from entering the Town's storm sewer system.
- Silt fencing will be installed perpendicular to the direction of flow, especially along roadways and drainage/low elevation areas.
- Stabilized construction entrances will be installed at appropriate locations onsite. These structural features will reduce the risk of transporting mud or sediment onto the adjacent roads and other nearby roadways.
- Major soil disturbing activities will be sequenced to preserve existing vegetation.
- Storm water control devices will be installed to promote sedimentation onsite, limit runoff, and reduce the velocity of concentrated flows to reduce erosion and scouring to onsite and adjacent drainages.
- Storm water control devices will be maintained until stabilized disturbed areas have achieved final stabilization.
- Active migratory bird nesting areas will not be disturbed during site development. Although not anticipated, if a threatened or endangered species is encountered during site development, the USFWS and/or TPWD authorities will be contacted immediately.

Conclusions

Based on the site visit, ESA Survey performed by GES (formerly KBA), and proposed zoning for the site, GES concludes the following:

- The project site contains potentially suitable habitat for the Peregrine Falcon (*Falco peregrinus*) and the timber/canebrake rattlesnake (*Crotalus horridus*). Neither of these listed species were observed onsite. Potential habitat for these species does exist on site, however, the habitat on the project site is not unique and surrounding, undeveloped properties will provide adequate habitat to prevent negative impacts to these species.

Mr. Dale Ridinger
Page 10 of 10



- Town-defined Environmentally Sensitive Areas exist on the project site. Prairie habitat, upland habitat, riparian habitat, waters of the state, developed floodplain, and topographical slope protection areas have been identified on site. No other environmentally sensitive areas were observed on the site. Although some impacts to these areas are anticipated, mitigation measures that compensate for these impacts will be conducted.
- The project will strictly adhere to the Town's tree ordinance and other environmental mandates.

The proposed Serenity residential development will be designed to allow for the partial preservation of existing natural habitat. The preserved trees will provide an aesthetic value to the site and continue to provide habitat for a variety of biota including songbirds, mammals, reptiles, and insects.

Please let either of us know if additional information would be helpful.

Groundwater & Environmental Services, Inc.

Sincerely,

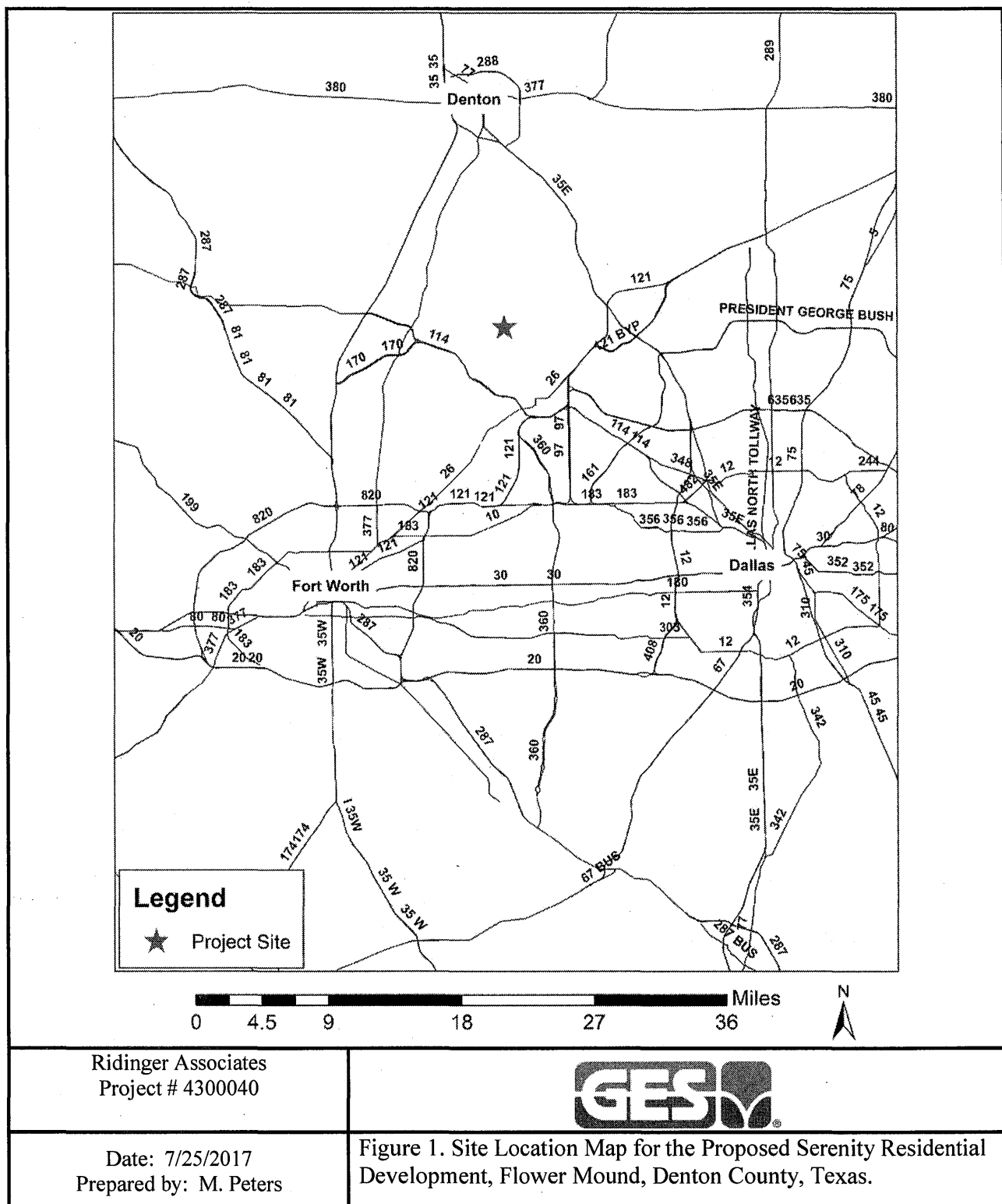
A handwritten signature in dark ink, appearing to read 'Joe Schwartz', written over a light blue horizontal line.

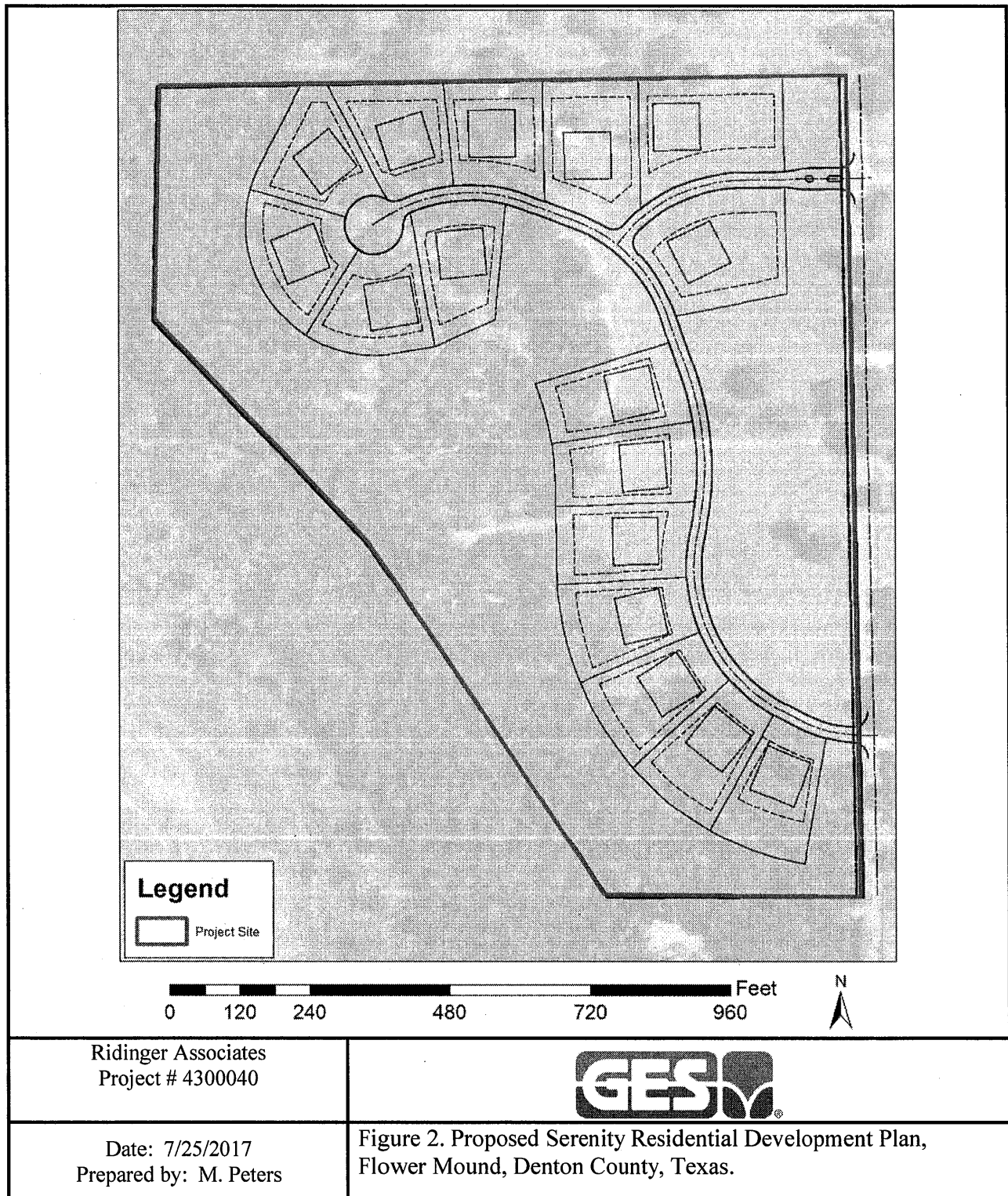
Joseph Schwartz
Principal Environmental Scientist

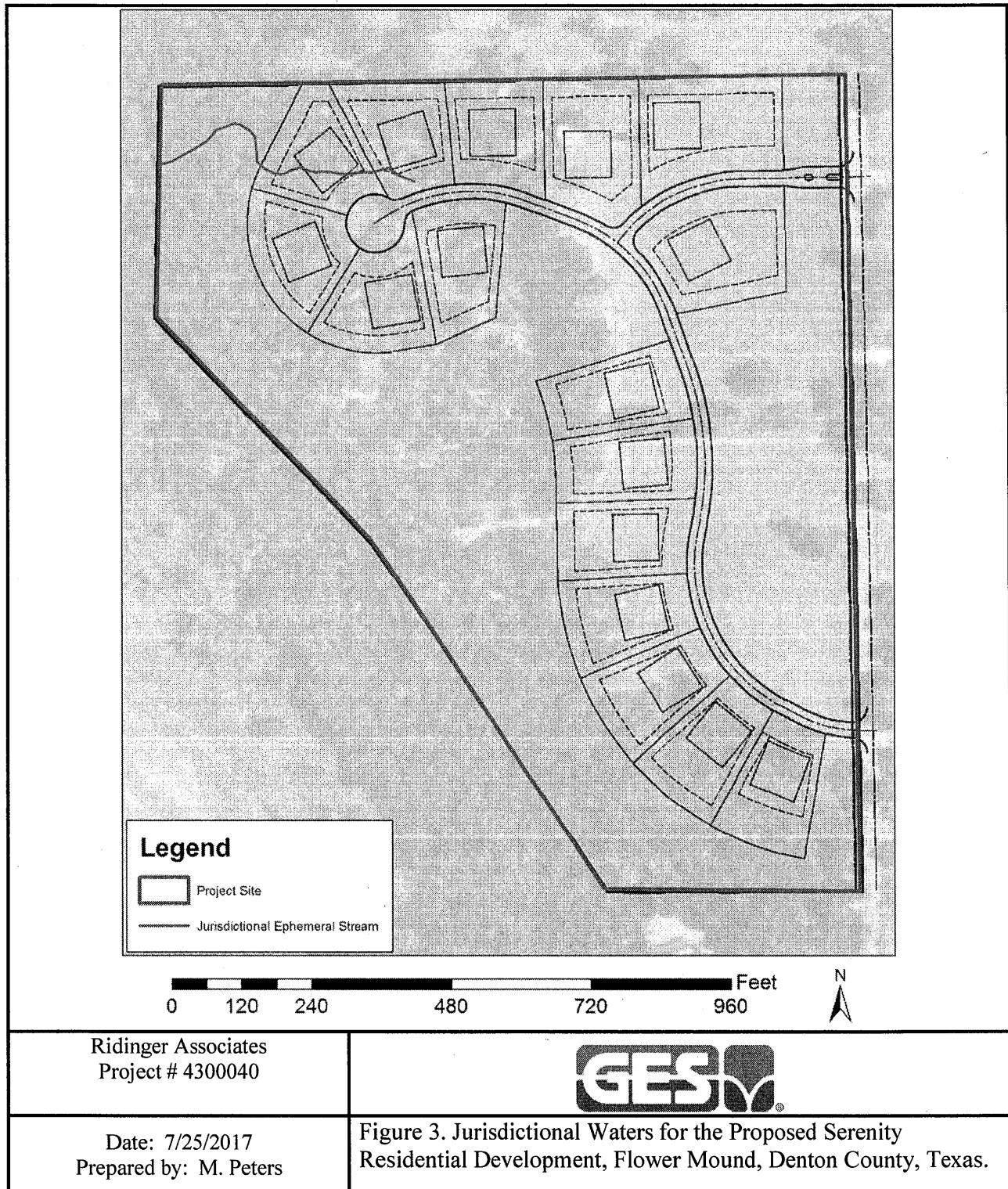
A handwritten signature in dark ink, appearing to read 'C. Keith Bradley', written over a light blue horizontal line.

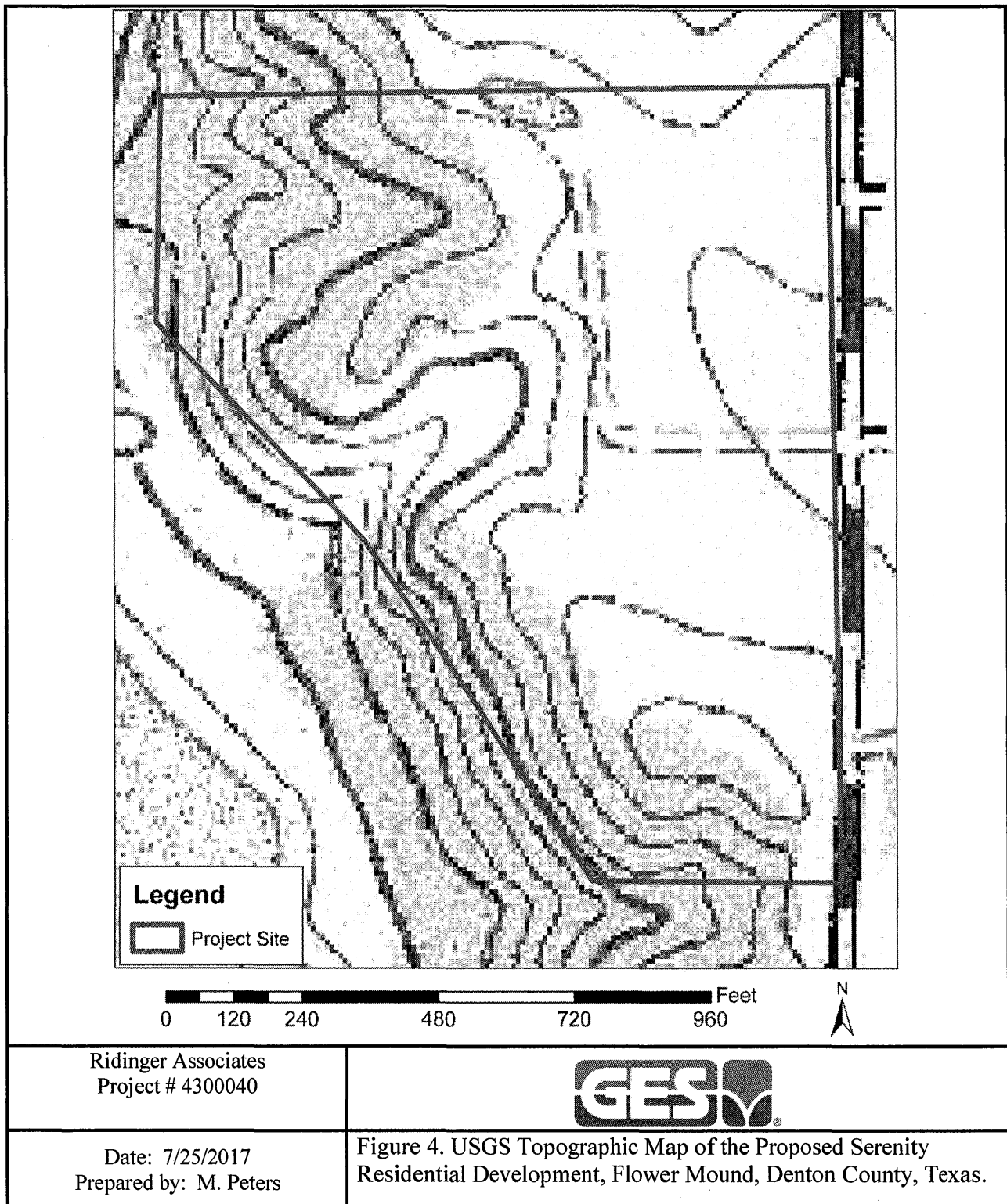
C. Keith Bradley, REP, CWB
Director, Water and Natural Resources

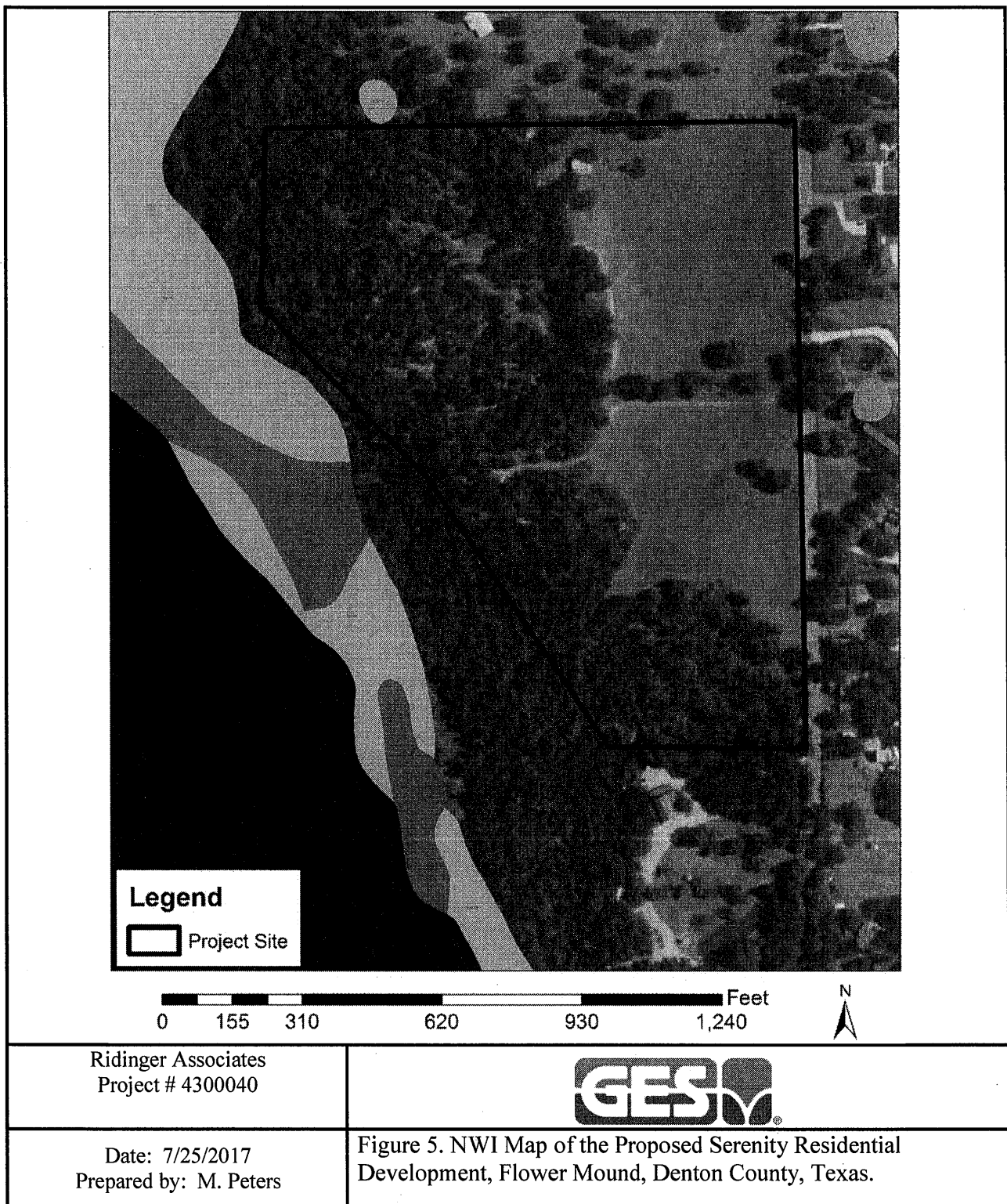
FIGURES

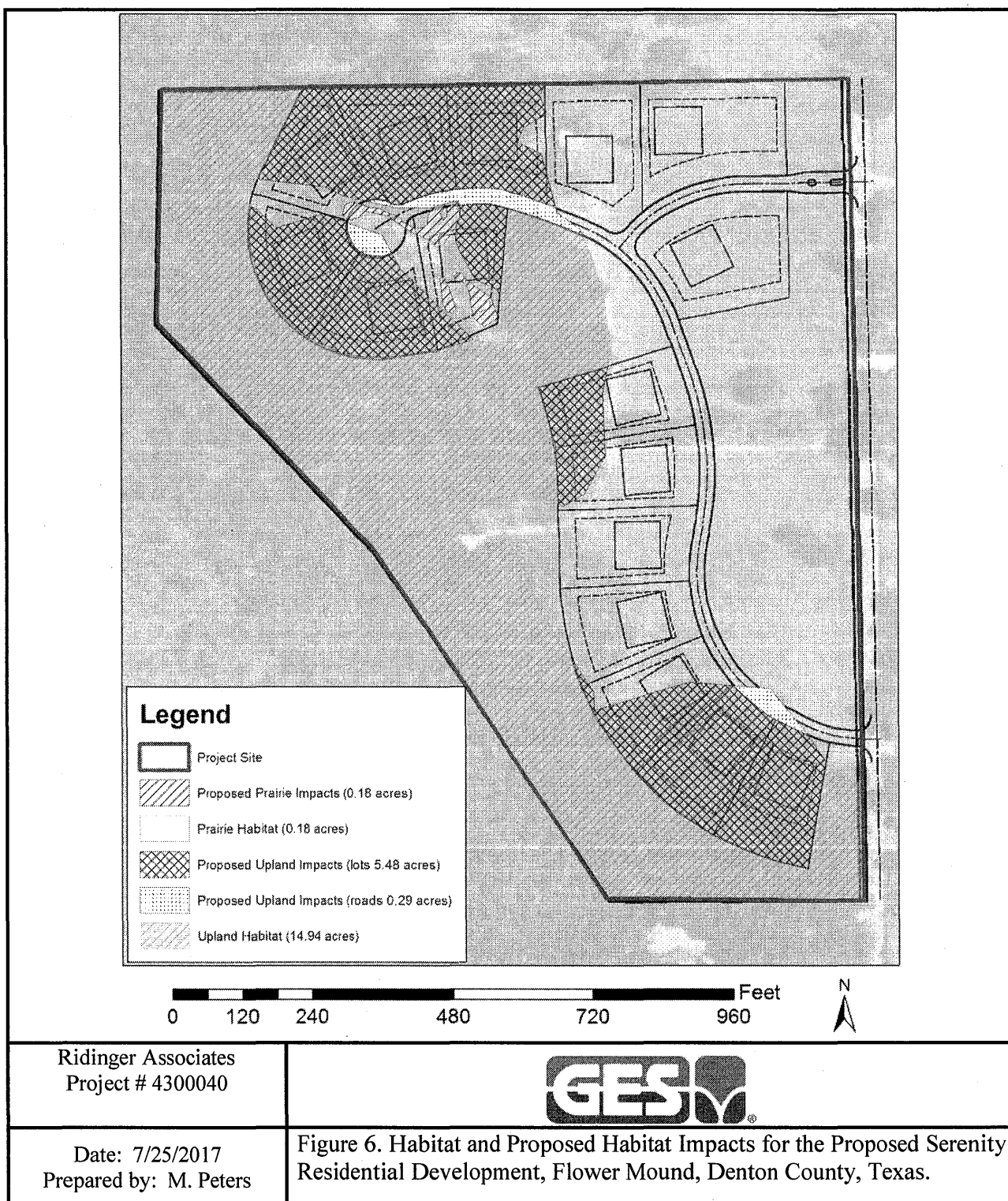


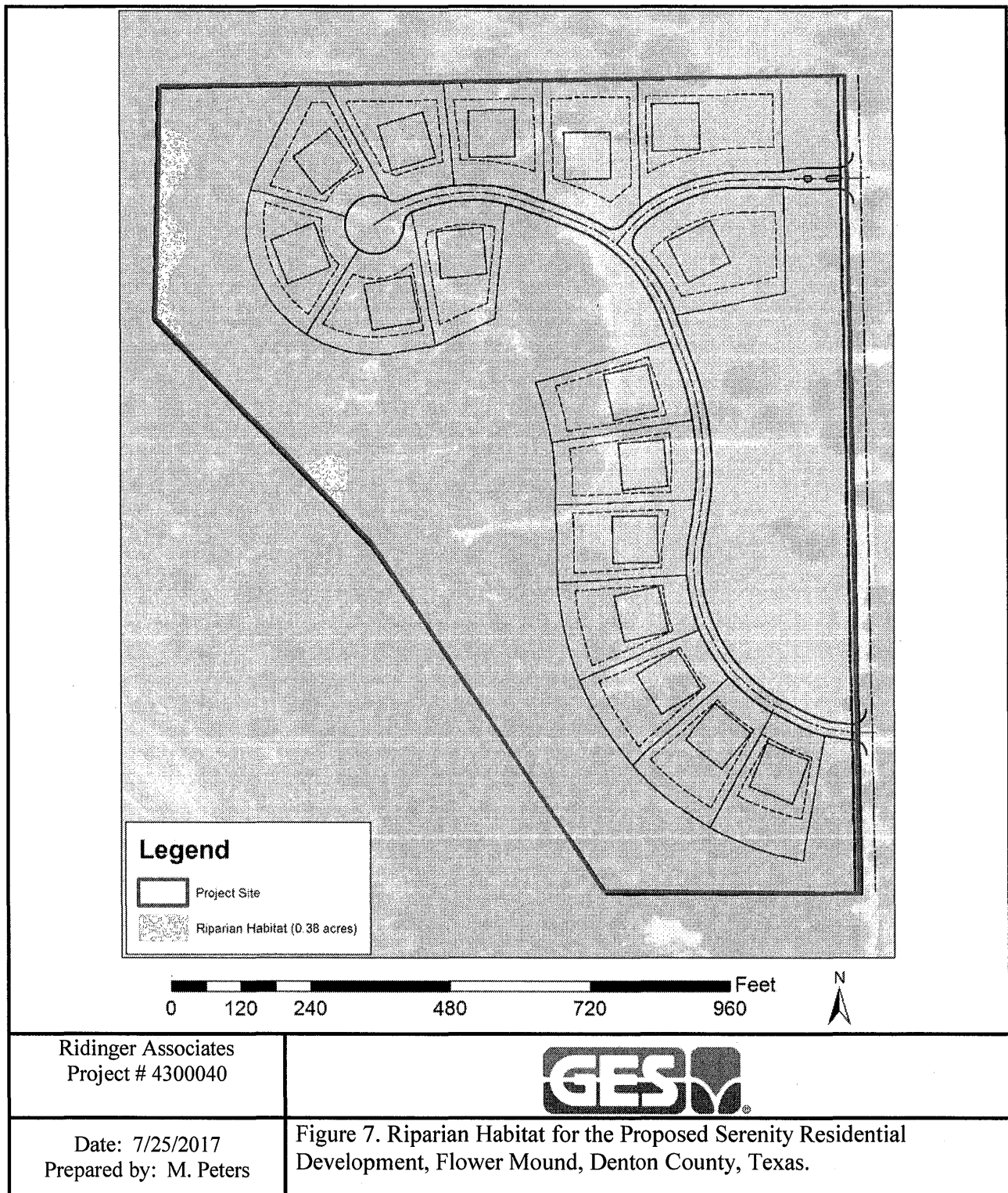


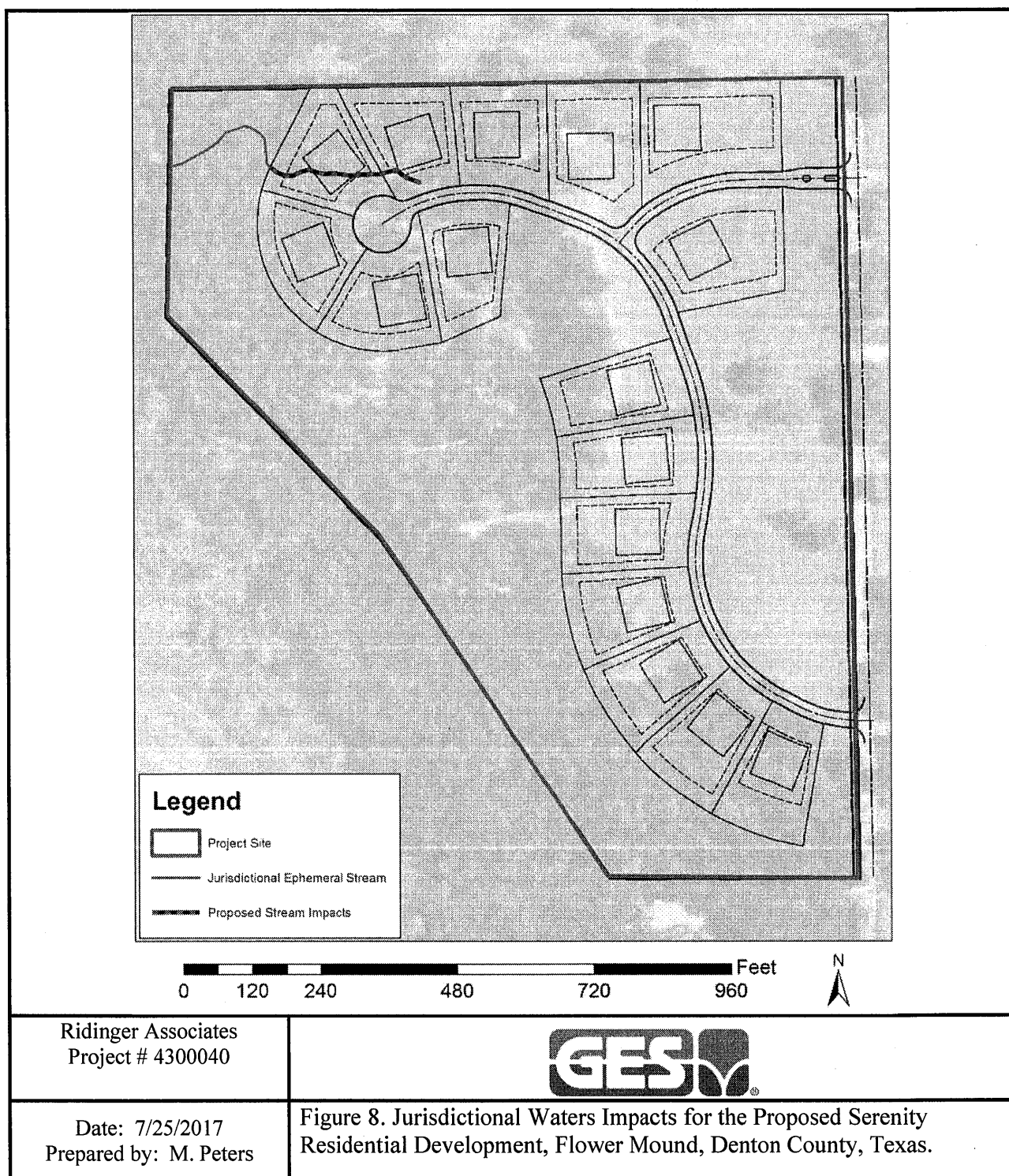


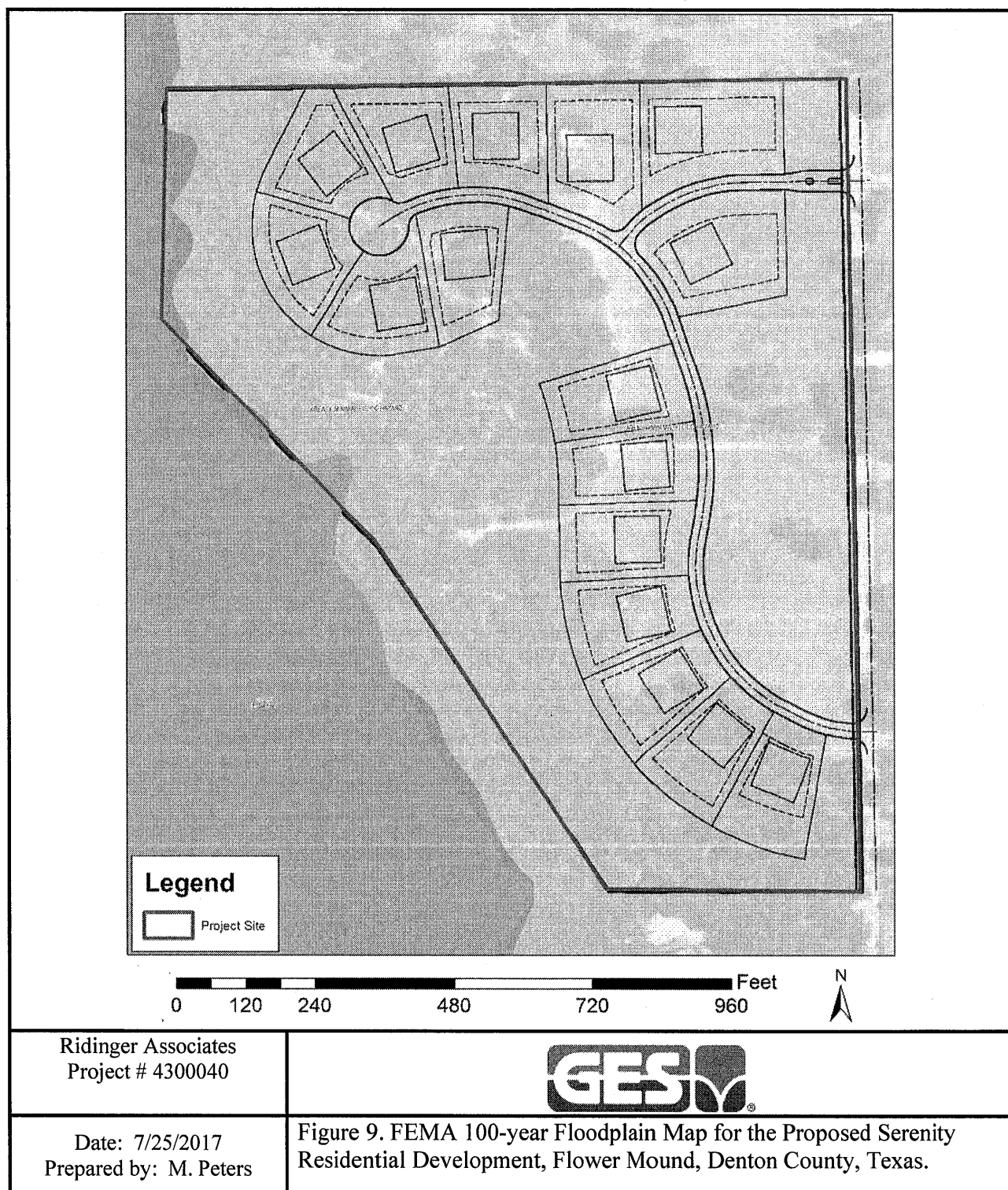












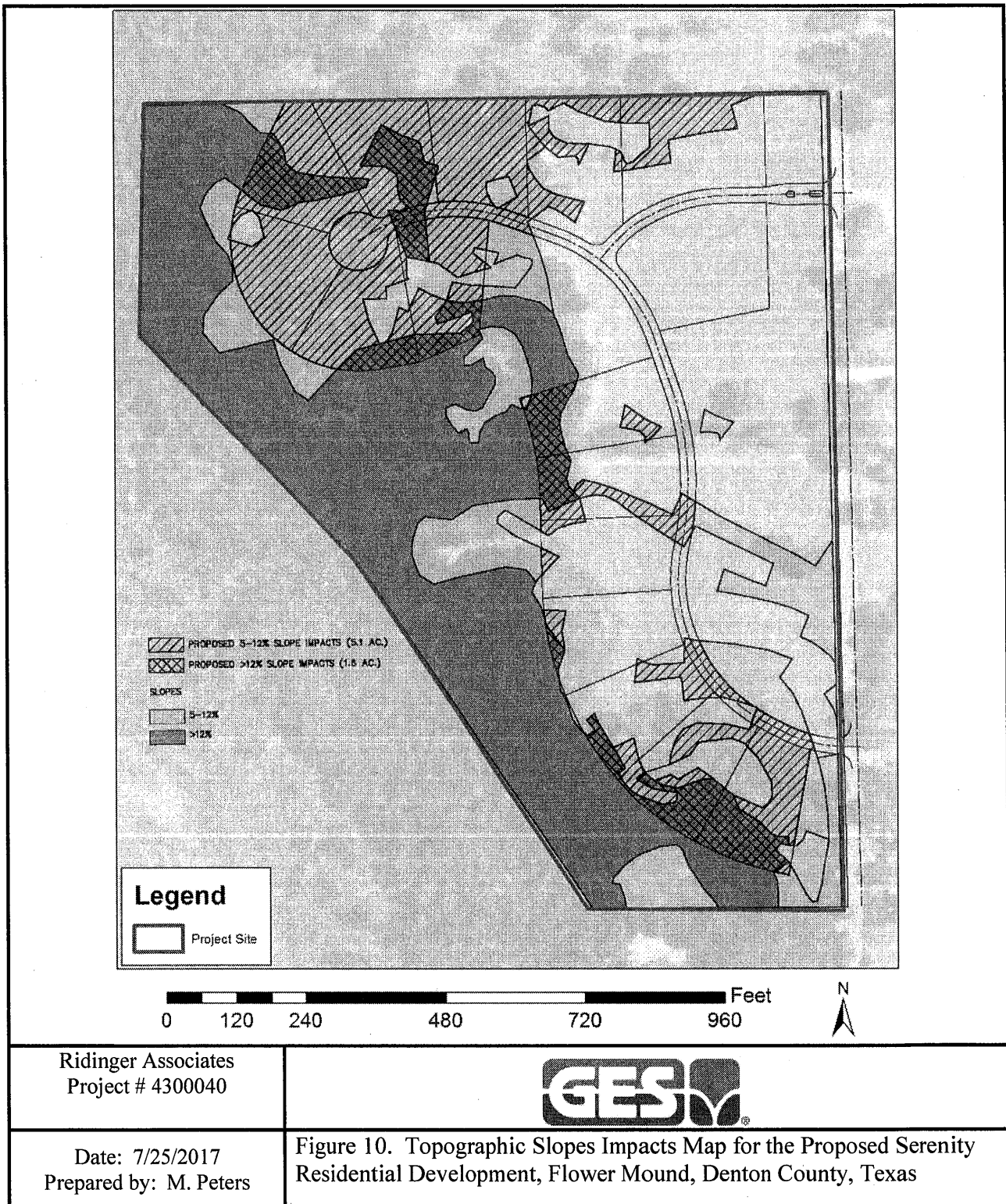


EXHIBIT 12

OPEN SPACE MANAGEMENT PLAN

Planned Development District 149 (PD-149)

Serenity Flower Mound

Property Description

As set forth in the Open Space Plan (Exhibit “A”) hereto, which is hereby incorporated herein by reference for all purposes.

As set forth in the Landscape Plan (Exhibit “B”) hereto, which is hereby incorporated herein by reference for all purposes.

Present Condition of the Property

The natural characteristics of the Property will be outlined in a report (Exhibit “C”) completed on July 26, 2017 (the “EPP”), by GES Groundwater & Environmental Services, Inc.

Introduction

It is our plan for the Home Owners Association (HOA) Board of Directors in conjunction with an ISA Certified Arborist to manage the Open Space related to the Serenity Flower Mound project. There are 4 open space lots consisting of 15.26 acres with approximately 9.17 acres remaining in its natural state per our EPP. This is considered a small parcel of land to be dedicated to a Land Trust for a Conservation Easement. However, we are speaking with a Land Trust Company about their willingness to partner with us relating to the donation of a Conservation Easement over the subject tract of land.

Purpose

The purpose of the preservation of open space includes but is not limited to one or more of the following:

- Retaining or protecting the relatively natural habitat of wildlife, plants, and similar ecosystems on the Property;
- Protecting natural resources, maintaining or enhancing air and water quality;
- Preserving the historical, architectural, archaeological, or cultural aspects of the Property;
- Preserving the open space characteristic of Property pursuant to The Town of Flower Mound’s Master Plan 2001 (including, but not limited to, the Land Use Plan for the “Cross Timbers Conservation Development District”),

Open Space Plan, SMARTGrowth Management Plan, Land Development Regulations governing the Cross Timbers Conservation Developments, and Planned Development District No. 149;

- Permitting the Property (as suitable) for non-intensive outdoor recreation by the public, including hiking, horseback riding, nature observation, and enjoyment of open space, all in accordance with applicable laws and regulations.
- Land in its natural state requires little to no maintenance and carry minimal costs for maintenance.

Prohibited Activities

Any activity on, or use of, the Property inconsistent with the purpose of the open space is prohibited. The Property shall be preserved, to the extent practicable, in its natural condition and restricted from any development that would impair or interfere with the values of the Property. Without limiting the following activities and uses are expressly prohibited, restricted, or reserved as indicated hereunder:

Vegetation: There shall be no large-scale removing, destroying, cutting, trimming, burning, harming, or altering of any vegetation, or disturbing or changing in any way the natural habitat existing on the Property after the Final Acceptance Date by the Town. The use of pesticides, biocides, insecticides, fungicides, rodenticides, and herbicides on the Property shall be limited so as to preserve the natural characteristics of the Property. The use of such products and/or mowing of the Property, as necessary to control pests or vermin, may be allowed. Mowing and/or trimming may be conducted along boundary lines to allow access for maintenance. If any trails are constructed on the Property, trail boundaries may be maintained through trimming or mowing. In the event that vegetation must be altered in order to or remedy a condition which presents a danger to persons, such alterations shall be allowed, notwithstanding the foregoing.

Uses: No commercial, residential or industrial activity shall be conducted upon the Property. There shall be no storing or dumping of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery, hazardous or toxic substances or waste, or any placement of underground or above ground storage tanks or other materials on the Property that may negatively impact or be detrimental to the Property or to the surface or subsurface waters of the Property. Livestock animals shall not be allowed on the Property.

Topography: After the Final Acceptance Date by the Town, there shall be no change in the topography of the Property. There shall be no filling, excavating,

grading, dredging, mining or drilling upon the Property. There shall be no removing of topsoil, peat, sand, gravel, rock, minerals or other materials from the Property.

Soil or Water Degradation: After the Final Acceptance Date by the Town, there shall be no use of or the conducting of any activity on the Property that is likely to cause soil degradation, erosion, depletion or pollution of, or siltation on, any surface or subsurface waters of the Property, and there shall be no change to the surface or subsurface hydrology of the Property.

Construction: There shall be no constructing or placing of any building, mobile home, asphalt or concrete pavement, permanent billboard or other advertising display, antenna, utility pole, tower, conduit, line, pier, landing, dock, or any other temporary or permanent structure or facility or any other man-made structures on the Property.

Roads: There shall be no construction of new roads on the Property or any enlargement, widening, or modification to any existing roads on the Property.

Waters: There shall be no polluting, altering, manipulating, depleting or extracting of surface or subsurface water (including, but not limited to, ponds, creeks or other water courses) or any other water bodies on the Property. There shall be no conducting or allowing any entity or person to conduct activities on the Property that would be detrimental to water purity or that alter the natural water level or flow in or over the Property (including, but not limited to, damming, dredging or construction in any free flowing water body, nor any manipulation or alteration of natural water courses, fresh water lake and pond shores, marshes or other water bodies).

Vehicles: After the Final Acceptance Date by the Town, and subject to compliance with the Americans with Disabilities Act, there shall be no operating or allowing the operation of any motorized vehicles on the Property.

Easements: There shall be no new easements on, over, under, across, along or through the Property, including, but not limited to, access easements and utility easements provided.

Signage: No permanent signage shall be permitted on or over the Property, except the posting of no trespassing signs, signs giving directions or proscribing rules and regulations for use of the Property and/or signs identifying the purpose of the

preserved property. Until the sale of the last of the lots owned by developer in the Serenity Flower Mound subdivision, the developer or his designee may place "For Sale" signs on the Property, provided that the total number of such signs does not exceed the total number of such lots owned by the developer.

Duration

Perpetual.

General Provisions

(l) Amendment.

1. Maintenance of Common Areas:

- a. All Common Areas (X-Lots) are to be conveyed to the Homeowners Association (HOA) by the Developer. The HOA will be established by the Developer as a Nonprofit Corporation. The members will be the Serenity Flower Mound lot owners with one (1) vote for each Lot Owner in all matters. The initial Board of Directors will be appointed by the developer. Once the Serenity Flower Mound community is 80% complete (12 homes occupied), a Board of Directors will be elected by the Homeowners to manage and oversee the business and all other matters of the HOA, including the conservation (Open Space) requirements of the Town.
- b. The structure and guidelines for the HOA will be defined by the Dedications and Restrictions (Deed Restrictions), which will be recorded by the Developer after the Final Plat is approved, as required by the Town. The Covenants, Conditions and Restrictions shall set forth all enforcement guidelines.
- c. The maintenance and management of the Common Areas (X-Lots) will be the responsibility of the HOA Board of Directors. The Common Areas (X-Lots) and their care will be as follows:
- d. Woodland/Open Space (X-Lots)
 1. Lot 1X, 2X and 3X Landscape Buffer to be maintained by the HOA during regular maintenance, and on an as needed basis.
 2. Lot 1X, 2X and 3X excluding Landscape Buffer to remain in its natural state and mowed approximately 2 to 3 times per year as determined by the HOA.
 3. Lot 3X, to remain in its natural state.
- e. Bar Ditches in Open Space
 1. Bar ditches in Lot 1X, 2X and 4X to be maintained by the HOA during regular maintenance.

- f. Drainage Culverts in Open Space
 - 1. All Drainage culverts in open space to be maintained by the HOA during regular maintenance.
- g. Fencing in Open Space
 - 1. Lot 1X, 2X and 4X to be maintained by the HOA during regular maintenance.
- h. Masonry Entry Feature in Open Space
 - 1. All masonry features in open space to be maintained by the HOA during regular maintenance.

All open space areas may be either; Placed under a Conservation Easement to be supervised by a Licensed or Certified Conservator, or managed by the HOA Board of Directors. The HOA Board of Directors must be under the direction of a licensed ISA Certified Arborist.

The HOA will fulfill the conservation covenants as provided in the deed restrictions.

EXHIBIT "A"
Open Space Plan

EXHIBIT "B"
OPEN SPACE LANDSCAPE PLAN

EXHIBIT "C"
EPP



Writer's Direct Dial:
(214) 752-2222, ext. 116

Writer's E-mail Address:
mmyers@curtislaw.net

January 13, 2017

***Via Hand Delivery and
E-mail: townsecretary@flower-mound.com***

Ms. Theresa Scott
Town Secretary
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028

Re: *Petition Protesting Rezoning (the "Petition") for the Proposed Development at
2801 High Road, Flower Mound, Texas (the "Development").*

Dear Ms. Scott:

Enclosed with this letter is the Petition protesting the rezoning of the property located at 2801 High Road, Flower Mound, Texas (the "Property") in order to facilitate the Development proposed by Reginald Rembert of Rembert Enterprises, Inc. (the "Developer"). While technically the Petition only requires 20% of the owners of the land immediately adjoining Property and extending 200 feet from that area in order to require an affirmative vote of three-fourths of all the members of the governing body considering the change,¹ the Petition contains the signatures of the owners of 7 out of the 8 pieces of land immediately adjoining the Property² as well as nearly 200 additional signatures of other citizens of the Town of Flower Mound who oppose the zoning change and the Development.

If the Planning and Zoning Commission (the "P&Z") or the Town Council for the Town of Flower Mound require additional signatures, my clients are confident that an additional 100 to 150 signatures could be obtained since the holiday season has come to an end. The fact that the citizenry of the Town of Flower Mound oppose the zoning change and the Development coupled with the Developer's failure to follow the local ordinances to obtain approval of the proposed zoning change and the fact that the Development fails to meet the standards set forth in the Town of Flower Mound's Master Plan should provide sufficient grounds for denial of the Developer's application. Should the P&Z and/or the Town Council need an additional reason to deny the Developer's application, the Developer has had an inexplicable and inexcusable delay in proceeding with the application since hosting the improperly noticed and, therefore, sparsely attended first meeting.

¹ See Tex. Local Gov't Code §211.006(d)

² Landowners who have signed are: Bob and Kathy Schnee; Jeff and Adrienne Dewberry; William and Martha Dewberry; Peter Perfetti; David and Eileen Hobt; Thomas and Shannon Becker; and Gerard and Katherine Tobin.

Letter to Town of Flower Mound
January 13, 2017
Page 2

The Town of Flower Mound has taken no action to address the Developer's failure to proceed with the application for the zoning change, however, if it is the Developer's strategy to wait until the opposition to the Development subsides, it will not work. The opposition to the Development by the citizenry of the Town of Flower Mound will subside due to the passage of time.

If you have any questions regarding the foregoing or the attached, please do not hesitate to contact me. Please note that your copy of the Petition bears the original signatures, and are being entrusted to your care, custody, control and possession.

Sincerely yours,

By:


Michael H. Myers

Enclosure

cc: ***Via First Class Mail***
Mr. Tom Hayden

Via First Class Mail
Bryan Webb

Via First Class Mail
Don McDaniel

Via First Class Mail
Claudio Forest

Via First Class Mail
Brad Ruthrauff

Via First Class Mail
Mike McCall

Via First Class Mail
Laura Dillon

Via First Class Mail
David Johnson

Via First Class Mail
Mr. Jason Webb

Via First Class Mail
Kevin Bryant

Via First Class Mail
Itamar Gelbman

Via First Class Mail
Perfecto Solis

Via First Class Mail
Laile Neal

Via First Class Mail
Al Linley

Via First Class Mail
Heth Kendrick

Via Hand Delivery
Chuck Russell

REZONING PROTEST PETITION**TOWN OF FLOWER MOUND, TEXAS****TO THE TOWN COUNCIL AND PLANNING AND ZONING COMMISSION**

We, the undersigned owners of property in the Town of Flower Mound, Texas, are potentially affected by the requested zoning change [Zoning case number: ZPD 16-0007] described in the referenced file and do hereby protest any change to the existing zoning [Agricultural].

The subject property is described as follows:

A 28.911 Acre Tract of land in the Cross Timbers Conservation Development District located at 2801 High Road, Flower Mound, Texas (Parcel ID#: R17998; R18002; R18005; and R18007). The Property is located south of Roads End Road, west of High Road, and north of Bolo Point Road, and its western border being Grapevine Lake.

Current Land Use/Zoning: The land is located in the Cross Timbers Conservation Development District (CTCDD). The property is currently zoned Agricultural (A).

Proposed Land Use/Zoning: The proposed land use Planned Cluster Development (PCD). The proposed PCD would allow for eighteen (18) single family residences with actual lot sizes of approximately ½ acre.

Basis for Protest: The proposed development is inconsistent with the Town of Flower Mound's Master Plan (the "Master Plan") and sub-elements of the Master Plan. Further, the proposed development is inconsistent with character of the residential development that exists within the surrounding area.

The property may be developed in accordance with its current Agricultural zoning.

Many property owners in the area surrounding the subject property did not receive notice of the "Pre-Application/First Informational Meeting" (which was allegedly held at 7:00 p.m. on June 15, 2016 at Salerno's Italian Restaurant).

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE BLOCKS TO FOLLOW]**

Ashley Steffen 8313 Rolling Hills Flower Mound TX 75022
 (Printed Name and Address of Each Person Signing Petition)

Julie Campbell Julie Campbell 3709 Sunnyview Ln
 (Printed Name and Address of Each Person Signing Petition)
 FM TX
 75022

EODIE CAMPBELL Ed Campbell 3709 SONYVIEW LN
 (Printed Name and Address of Each Person Signing Petition)
 FLOWER MOUND TX

NICK SUMM N. Sum 3525 High Rd. Fm. TX 75022
 (Printed Name and Address of Each Person Signing Petition)

Karyn Walsh Karyn Walsh 3525 High Rd
 (Printed Name and Address of Each Person Signing Petition)
 FM TX 75022

Tim Runte Tim Runte 3430 High Road, FM TX 75022
 (Printed Name and Address of Each Person Signing Petition)

FRED Howell Fred Howell 3823 Sunnyview Ln., FM, TX
 (Printed Name and Address of Each Person Signing Petition)

Cristy McCallum Cristy McCallum 3220 Lakewood Lane, Fm
 (Printed Name and Address of Each Person Signing Petition)

Debra Canalizo Debra Canalizo 3337 Rolling Hills, FM, TX 75022
 (Printed Name and Address of Each Person Signing Petition)

Heather Adriance Heather Adriance 3502 Green Meadows Ln Fm, TX
 (Printed Name and Address of Each Person Signing Petition)
 75022

Jennifer Christmas Jennifer Christmas 3443 Shady Oaks Dr.
 (Printed Name and Address of Each Person Signing Petition)
 Flower Mound, TX 75022

Janet m. Carty Janet m Carty
 7300 Bobo Lane
 (Printed Name and Address of Each Person Signing Petition)

Becky Johns 3520 Sunnyview Ln. Becky Johns
 (Printed Name and Address of Each Person Signing Petition)

Marie Hartfeld 3412 Shady Oaks Dr. Marie Hartfeld
 (Printed Name and Address of Each Person Signing Petition) (PROPERTY OWNED: 3221 High Rd)

MARY Lonadui 3320 Rolling Hill Flower Mound TX
 (Printed Name and Address of Each Person Signing Petition) (3320 Rolling Hills property owned)

NATALIE Bunce 1210 Brandon Ct - Reno TX 76262
 (Printed Name and Address of Each Person Signing Petition)

Kathleen L. Hawkins 3209 Lakewood Lane Flower Mound TX 7656
 (Printed Name and Address of Each Person Signing Petition)

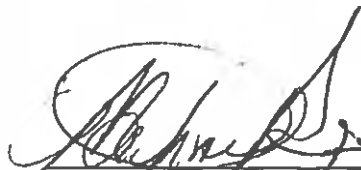
Debbie Pace 7412 Emerson Lane Flower Mound 75022 Debbie Pace
 (Printed Name and Address of Each Person Signing Petition)

David Robison 3328 Rolling Hills Flower Mound, 75022 DSRK
 (Printed Name and Address of Each Person Signing Petition)

R.I. WESTBROOK 3920 Sunnyview Flower Mound, 75006 R.I. Westbrook
 (Printed Name and Address of Each Person Signing Petition)

Justin Vaughn 3425 High Rd Flower Mound TX 75022 JV
 (Printed Name and Address of Each Person Signing Petition)

Marlana Marshall 3425 High Rd Flower Mound TX 75022 Marshall
 (Printed Name and Address of Each Person Signing Petition)

 MIKE RAMOS 3904 Sunnyview
FLOWERMOON
(Printed Name and Address of Each Person Signing Petition)

ERIK BISHOP 3304 INDIAN TRAIL
FLOWERMOON, TX 75022
(Printed Name and Address of Each Person Signing Petition)

Joel Murphy 3401 High Rd
Flowermound, TX 75022
(Printed Name and Address of Each Person Signing Petition)

A. Gilene Carver 3530 High Road / Aileen Carver
Flower Mound, TX 75022
(Printed Name and Address of Each Person Signing Petition)

Dana Clark 3208 Miracle Lane FM 75022
(Printed Name and Address of Each Person Signing Petition)

Melanie Fusilier 3427 Lakewood Ln 75022
(Printed Name and Address of Each Person Signing Petition)

Brandon Fusilier 3427 Lakewood Ln 75022 TX 75022
(Printed Name and Address of Each Person Signing Petition)

Jeffrey Hartle 3217 Lakewood Ln
(Printed Name and Address of Each Person Signing Petition)

Kathleen Dieker 3640 Valley View
(Printed Name and Address of Each Person Signing Petition)

Carla S. Madien 3113 Lakewood Ln, 75022
(Printed Name and Address of Each Person Signing Petition)

DAVID A. McALLUM, 3220 LAKEWOOD LN.
(Printed Name and Address of Each Person Signing Petition)

ANDREA CAMPBELL 3116 High Chaparral AndreaCampbell
(Printed Name and Address of Each Person Signing Petition)

Rex MADISON 3113 LAKEWOOD LN Rex Madison
(Printed Name and Address of Each Person Signing Petition)

3920 Sunnyview Flower Mound TX
Ken Schwendeman K. Schwendeman
(Printed Name and Address of Each Person Signing Petition)

Jenice Goetz 4205 Calloway Ct. FM 75022
(Printed Name and Address of Each Person Signing Petition)

Down Route
Sam S. Smith 3480 High Rd F.M. 75022
(Printed Name and Address of Each Person Signing Petition)

Jim McElroy 3216 LAKEWOOD LN F.M. 75022
(Printed Name and Address of Each Person Signing Petition)

Sarah McElroy 3216 Lakewood Ln Fm 75022
(Printed Name and Address of Each Person Signing Petition)

Michael Archer 5312 Singing Brook Road 75022
(Printed Name and Address of Each Person Signing Petition)

Sherri Briley 3450 Sunnyview Lane 75022
(Printed Name and Address of Each Person Signing Petition)

Sarah Bailey 3446 Sunnyview Ln 75022
(Printed Name and Address of Each Person Signing Petition)

BRAD BAILEY 3446 SUNNYVIEW LN FM 75022
(Printed Name and Address of Each Person Signing Petition)

Clay Barnes 3817 Sunnyview Ln 
(Printed Name and Address of **Each** Person Signing Petition)

Molly Blaine 3500 Sunnyview Ln 
(Printed Name and Address of **Each** Person Signing Petition)

Todd Briley 3450 Sunnyview Ln 
(Printed Name and Address of **Each** Person Signing Petition)

Louis J. SHIELL II 3817 SUNNYVIEW LN 
(Printed Name and Address of **Each** Person Signing Petition)

(Printed Name and Address of **Each** Person Signing Petition)

(Printed Name and Address of **Each** Person Signing Petition)

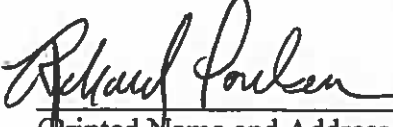
(Printed Name and Address of **Each** Person Signing Petition)

(Printed Name and Address of **Each** Person Signing Petition)

(Printed Name and Address of **Each** Person Signing Petition)

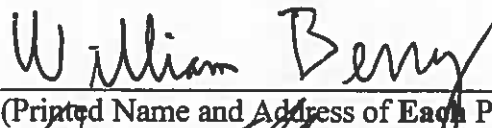
(Printed Name and Address of **Each** Person Signing Petition)

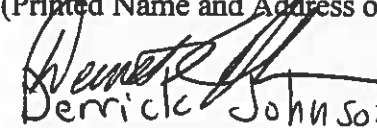
(Printed Name and Address of **Each** Person Signing Petition)

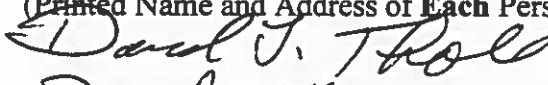
 Richard Poulsen 3345 Rolling Hills
(Printed Name and Address of Each Person Signing Petition)

 (COMPLETE SIGNATURE) Sherry L. Fincher 3933 SUNNYVIEW Lane
(Printed Name and Address of Each Person Signing Petition)

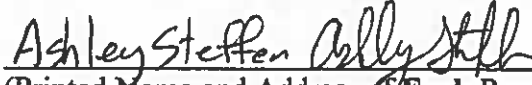
 Ciara Berry 3357 Rolling Hills
(Printed Name and Address of Each Person Signing Petition)

 William Berry 3357 Rolling Hills
(Printed Name and Address of Each Person Signing Petition)

 Derrick Johnson 3333 Rolling Hills, Flower Mound, TX
(Printed Name and Address of Each Person Signing Petition)

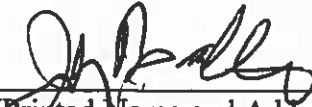
 David Thole 3340 Rolling Hills FM TX
(Printed Name and Address of Each Person Signing Petition)

 HEINRICH STEFFEN 3313 ROLLING HILLS, Flower Mound, TX
(Printed Name and Address of Each Person Signing Petition)

 Ashley Steffen 3313 Rolling Hills Flower Mound TX
(Printed Name and Address of Each Person Signing Petition)

 JONATHAN SUMNER 3309 ROLLING HILLS, Flower, TX
(Printed Name and Address of Each Person Signing Petition)

 Andrea Sumner 3309 Rolling Hills, FM, TX
(Printed Name and Address of Each Person Signing Petition)

 JOHN BAILEU 3305 " L
(Printed Name and Address of Each Person Signing Petition)

~~Steven Brady~~
 Steven Brady, 3528 Shady Trl, Flower Mound, TX 75022
 (Printed Name and Address of Each Person Signing Petition)

Anastasia Brady 3528 Shady Trl Flowermound
 (Printed Name and Address of Each Person Signing Petition) TX 75022

Donna Conrad 7516 Emerson Ln. Flower Mound TX 75022
 (Printed Name and Address of Each Person Signing Petition)

SUZY HURST
 Suzy Hurst 3705 IMMEL DR., FLOWER MOUND, TX 75022
 (Printed Name and Address of Each Person Signing Petition)

KAREN HARPER
 Karen Harper 7517 SUNNYVIEW FLOWER MOUND, TX 75022
 (Printed Name and Address of Each Person Signing Petition)

Ray Hurst 3705 IMMEL DR FM 75022
 (Printed Name and Address of Each Person Signing Petition)

Mary Jane Hower 7401 Bololu - 75022
 (Printed Name and Address of Each Person Signing Petition)

HARRISON TOBIN 3131 High Rd Flower Mound 75022
 (Printed Name and Address of Each Person Signing Petition)

KATHERINE K. TOBIN 3031 High Rd Flower mound 75022
 (Printed Name and Address of Each Person Signing Petition)

GERALD W. TOBIN 3031 High Rd. Flower Mound 75022
 (Printed Name and Address of Each Person Signing Petition)

(Printed Name and Address of Each Person Signing Petition)

Leslie Childs, 7336 Hickory Springs RD., Leslie Childs
 (Printed Name and Address of Each Person Signing Petition)

Ally 7336 Hickory Springs PETER COLLORA
 (Printed Name and Address of Each Person Signing Petition)

✓ Alexandra Canei 2930 Waterview Ln, FM, TX 75022
 (Printed Name and Address of Each Person Signing Petition)

✓ Melissa Canei 2930 Waterview Ln, FM, TX 75022
 (Printed Name and Address of Each Person Signing Petition)

Julie Canei 2930 Waterview Ln, Flower Mound, TX 75022 Jcane
 (Printed Name and Address of Each Person Signing Petition)

Stephen Eads 7305 Hickory Springs
 (Printed Name and Address of Each Person Signing Petition)

Jennifer Eads 7305 Hickory Springs
 (Printed Name and Address of Each Person Signing Petition)

Amanda Gay 7400 Hickory Springs
 (Printed Name and Address of Each Person Signing Petition)

Kevin M. Gay 7400 Hickory Springs
 (Printed Name and Address of Each Person Signing Petition)

Paula Pokorney 2900 Waterview Lane Flower Mound, TX 75022
 (Printed Name and Address of Each Person Signing Petition)

✓ Matt Pokorney 2900 Waterview Lane
 (Printed Name and Address of Each Person Signing Petition) Flower Mound, TX 75022

David Aost, 3000 High Rd, Flower Mound, TX 75022
 (Printed Name and Address of Each Person Signing Petition)

Eileen R Hult 3000 High Rd, FM, 75022
 (Printed Name and Address of Each Person Signing Petition)

~~Tim Wise 2624 Briar Patch Lane FM 75022~~
 (Printed Name and Address of Each Person Signing Petition)

M Lou Wise
 M Lou Wise 2624 Briar Patch Ln. Fld. Mo TX 75022
 (Printed Name and Address of Each Person Signing Petition)

~~BRID~~ Brooklyn Pulley 3321 Fox Hollow Court, Flower Mound TX 75022
 (Printed Name and Address of Each Person Signing Petition)

Kathy Schne
 Kathy Schne 2701 High Road, Flowermound, TX 75022
 (Printed Name and Address of Each Person Signing Petition)

Adrienne Dewberry
 2619 Greentree Lane
 Flower Mound, TX 75022
 (Printed Name and Address of Each Person Signing Petition)

Robert Schne
 2701 High Rd,
 Flower Mound, TX 75022
 (Printed Name and Address of Each Person Signing Petition)

Martha Dewberry
 2627 Greentree Ln
 Flower Mound TX 75022
 (Printed Name and Address of Each Person Signing Petition)

William F. Dewberry
 2627 GREENTREE
 Flower Mound, TX 75022
 (Printed Name and Address of Each Person Signing Petition)

Peter Perfe H:
 7535 Hickory Springs Rd
 Flower Mound, TX 75022
 (Printed Name and Address of Each Person Signing Petition)

Jeff Dewberry
 2619 Greentree Ln
 Flower Mound TX 75022
 (Printed Name and Address of Each Person Signing Petition)

Leslie Childs, 7336 Hickory Springs RD., Leslie Childs
 (Printed Name and Address of Each Person Signing Petition)

Allison 7336 Hickory Springs PETER COLLORA
 (Printed Name and Address of Each Person Signing Petition)

✓ Alexandra Canei 2930 Waterview Ln, FM, TX 75022
 (Printed Name and Address of Each Person Signing Petition)

✓ Melissa Canei 2930 Waterview Ln, FM, TX 75022
 (Printed Name and Address of Each Person Signing Petition)

Julie Canei 2930 Waterview Ln, Flower Mound, TX 75022 J Canei
 (Printed Name and Address of Each Person Signing Petition)

Stephen Eads 7305 Hickory Springs
 (Printed Name and Address of Each Person Signing Petition)

Jennifer Eads 7305 Hickory Springs
 (Printed Name and Address of Each Person Signing Petition)

Amanda Gay 7400 Hickory Springs
 (Printed Name and Address of Each Person Signing Petition)

Kevin M. Gay 7400 Hickory Springs
 (Printed Name and Address of Each Person Signing Petition)

Paula Pokorney 2900 Waterview Lane Flower Mound, TX 75022
 (Printed Name and Address of Each Person Signing Petition)

Matt Pokorney 2900 Waterview Lane Flower Mound, TX 75022
 (Printed Name and Address of Each Person Signing Petition)

Lori B. Holland Lori B. Holland 3033 High Rd., FM 75022
 (Printed Name and Address of Each Person Signing Petition)

Thomas C. Scott Thomas Scott 2619 Briar Patch Ln, FM 75022
 (Printed Name and Address of Each Person Signing Petition)

Barbara J. Scott 2619 Briar Patch Ln FM 75022
 (Printed Name and Address of Each Person Signing Petition)

Sue Marincel 2613 Briar Patch Ln FM 75022
 (Printed Name and Address of Each Person Signing Petition)

Debbie Watts 2612 Briar Patch Ln. FM. 75022
 (Printed Name and Address of Each Person Signing Petition)

Stephen Watts 2612 Briar Patch Ln. FM 75022
 (Printed Name and Address of Each Person Signing Petition)

Shannon Becker 3004 High Rd FM 75022
 (Printed Name and Address of Each Person Signing Petition)

Thomas Becker 3004 HIGH RD FM 75022
 (Printed Name and Address of Each Person Signing Petition)

Steve Kaiser 3229 High Rd FM 75022
 (Printed Name and Address of Each Person Signing Petition)

Debbie Kaiser 3229 HIGH RD FM 75022
 (Printed Name and Address of Each Person Signing Petition)

Joseph L. Knill 3225 HIGH RD FM 75022
 (Printed Name and Address of Each Person Signing Petition)

Brent Henderson Brent Hill 3224 Lakewood Ln, Flower Mound, TX
 (Printed Name and Address of Each Person Signing Petition) 75022

Todd McNeil 4105 Thoreau Circle
 (Printed Name and Address of Each Person Signing Petition)

April Franzen April Franzen, 7405 Palomino Circle, Flower Mound TX
 (Printed Name and Address of Each Person Signing Petition) 75022

Gary A. Franzen Gary A. Franzen 7405 Palomino Circle, FM, TX 75022
 (Printed Name and Address of Each Person Signing Petition)

Mark S. Reinecke Mark S. Reinecke 3201 Lakewood Lane FM TX
 (Printed Name and Address of Each Person Signing Petition) 75022

Jon T. Gienfranz 3205 Lakewood La
Jon T. Gienfranz FM, Texas 75022
 (Printed Name and Address of Each Person Signing Petition)

Stephen Wetzel 3438 Sunnyview Ln, FM TX 75022
 (Printed Name and Address of Each Person Signing Petition)

B. B. Boudreau Bertrand Boudreau 3438 Sunnyview Ln FM TX 75022
 (Printed Name and Address of Each Person Signing Petition)

Neil Sutter NEIL SUTTER 3442 Sunnyview Ln 75022
 (Printed Name and Address of Each Person Signing Petition)

Linda Sutter Linda Sutter 3442 Sunnyview 75022
 (Printed Name and Address of Each Person Signing Petition)

Jared Sutter Jared Sutter 3442 Sunnyview Ln 75022
 (Printed Name and Address of Each Person Signing Petition)

Ray Bach Craig Beidler 3333 High Road
 (Printed Name and Address of Each Person Signing Petition) Flower Mound, TX 75022

Leslie Delozier Julie Delozier 7612 Green Meadow
 (Printed Name and Address of Each Person Signing Petition) Flower Mound TX

John Delozier [Signature] 7612 GREEN MEADOW
 (Printed Name and Address of Each Person Signing Petition) Flower Mound, TX

Dana Pence D. Pence 3666 Green Meadow LN
 (Printed Name and Address of Each Person Signing Petition) Flower Mound, TX

Marsha L. Hamel [Signature] 4104 Thoreau Cir
 (Printed Name and Address of Each Person Signing Petition) F.M., TX 75022

SATTIE HOWELL [Signature] 7305 Thomas Rd, FM 75022
 (Printed Name and Address of Each Person Signing Petition)

Carl [Signature] Carla Murphy 3401 High Rd, FM 75022
 (Printed Name and Address of Each Person Signing Petition)

Barbara Clayton Barbara Clayton 2607 Briar Patch L. 75022
 (Printed Name and Address of Each Person Signing Petition)

Richard Clayton [Signature] 2607 Briar Patch L. 75022
 (Printed Name and Address of Each Person Signing Petition)

Joe Solinski 2624 Lake Ridge Rd 75022 [Signature]
 (Printed Name and Address of Each Person Signing Petition)

Audrey Morgan 2618 Lake Ridge Rd 75022 [Signature]
 (Printed Name and Address of Each Person Signing Petition)

Kim Knill Kim Knill 3225 High Road Flower Mound 75022
 (Printed Name and Address of Each Person Signing Petition)

Victor LARSEN 3694 GREEN MEADOW LN
 FLOWER MOUND TX 75022
 (Printed Name and Address of Each Person Signing Petition)

Albert Hughes 7660 GREEN MEADOW
 F.M. 75022
 (Printed Name and Address of Each Person Signing Petition)

JANNE HUGHES 7660 GREEN MEADOW
 FLOWER MOUND 75022
 (Printed Name and Address of Each Person Signing Petition)

Jeri Harrison 3360 South Dr. Flower Mound TX
 (Printed Name and Address of Each Person Signing Petition)

Michelle Talafar 7505 Hickory Springs Rd Flower Mound TX 75022
 (Printed Name and Address of Each Person Signing Petition)

Bahram Talafar Bdr 7505 Hickory Springs Rd Flower Mound TX 75022
 (Printed Name and Address of Each Person Signing Petition)

Wanda Happe 7300 Thoma Rd Flower Mound, 75022
 (Printed Name and Address of Each Person Signing Petition)

Don Hopp 7300 Thoma Rd Flower Mound 75022
 (Printed Name and Address of Each Person Signing Petition)

Pamela J. Thomas 3116 High Rd., FM 75022
 (Printed Name and Address of Each Person Signing Petition)

Joni Cox 4108 Thoreau FM 75022 Joni Cox
 (Printed Name and Address of Each Person Signing Petition)

Amy Ley 3666 green meadow lane FLO MO 75022 *Amy Ley*
 (Printed Name and Address of Each Person Signing Petition)

David ADRIANES *[Signature]* 3652 GREEN MEADOW LN. 75022
 (Printed Name and Address of Each Person Signing Petition)

Mark Fulfer *Mark E. Fulfer* 3638 Green Meadow Ln. 75022
 (Printed Name and Address of Each Person Signing Petition)

Vicki Fulfer *Vicki Fulfer* 3638 Green Meadow Ln 75022
 (Printed Name and Address of Each Person Signing Petition)

Traci Thane *Traci Thane* 3639 Green Meadow Ln. 75002
 (Printed Name and Address of Each Person Signing Petition)

Michael Thane *[Signature]* 3639 Green Meadow Ln 75022
 (Printed Name and Address of Each Person Signing Petition)

Farah Boban *Farah Boban* 3625 Green Meadow Ln. 75022
 (Printed Name and Address of Each Person Signing Petition)

Ruth Schwendemann *Ruth M. Schwendemann* 3920 Sunnyview 75022
 (Printed Name and Address of Each Person Signing Petition)

J. Eric Conrad *J. Eric Conrad* 7516 Emerson Ln, FM 75022
 (Printed Name and Address of Each Person Signing Petition)

R.S. PODERSEN *Rich Podersen* 7512 Emerson Ln F.M. 75022
 (Printed Name and Address of Each Person Signing Petition)

CHRISTINE SAWINSKI *C. Sawinski* 4100 Thoreau Ci. FM 75022
 (Printed Name and Address of Each Person Signing Petition)

John J. Cani JOHN J. CANI 2930 WATERVIEW, FM, TX 75022
 (Printed Name and Address of Each Person Signing Petition)

Brian Lopas BRIAN LOPAS 2830 WATERVIEW, FM, TX 75022
 (Printed Name and Address of Each Person Signing Petition)

Jerry Dodson JERRY DODSON 7335 THOMAS RD. FM TX 75022
 (Printed Name and Address of Each Person Signing Petition)

Lina Dodson LINA DODSON 7335 THOMAS RD F.M TX 75022
 (Printed Name and Address of Each Person Signing Petition)

Jason Easterling JASON EASTERLING 7330 THOMAS RD TX 75022
 (Printed Name and Address of Each Person Signing Petition)

Whitney Lopas WHITNEY LOPAS 2830 WATERVIEW, FM 75022
 (Printed Name and Address of Each Person Signing Petition)

Kelly McGreger KELLY MCGREGER 7330 THOMAS RD. FLOWER MOUND TX 75022
 (Printed Name and Address of Each Person Signing Petition)

John C. Wells JOHN C. WELLS 7360 FAIR LAKE RD, FLOWER MOUND, TX 75022
 (Printed Name and Address of Each Person Signing Petition)

Kathryn B. Wells KATHRYN B. WELLS 7360 FAIR LAKE ROAD, FLOWER MOUND, TX 75022
 (Printed Name and Address of Each Person Signing Petition)

Michael R. Johnson MICHAEL R. JOHNSON 7405 HICKORY SPRINGS RD. FM 75022
 (Printed Name and Address of Each Person Signing Petition)

Tammy Floyd TAMMY FLOYD 7405 HICKORY SP RD FM 75022
 (Printed Name and Address of Each Person Signing Petition)

Ralph Canalizo 3337 Rolling Hills F.M. TX 75022

Ralph Canalizo

(Printed Name and Address of Each Person Signing Petition)

Bruce Embue 3010 3016 High Rd FM TX 75022

Bruce Embue

(Printed Name and Address of Each Person Signing Petition)

FRANCIS J GOVEDNIK

2606 GREEN TREE

FLOWER MOUND, TX 75022

Francis J Govednik

(Printed Name and Address of Each Person Signing Petition)

Tracy Mahoney

7600 Emerson Ln.

Flower Mound TX 75022

Tracy Mahoney

(Printed Name and Address of Each Person Signing Petition)

Phillip Mahoney

7600 Emerson Ln

Flower Mound TX 75022

Phillip Mahoney

(Printed Name and Address of Each Person Signing Petition)

SHELLEY INGRAM

3929 SUNNYVIEW LN.

FLOWER MOUND, TX 75022

Shelley Ingram

(Printed Name and Address of Each Person Signing Petition)

SHANNON WOLFE

3929 SUNNYVIEW LN

Flower Mound TX 75022

Shannon Wolfe

(Printed Name and Address of Each Person Signing Petition)

MARY ANN OLSON

3695 HIGH RD.

FLOWER MOUND TX 75022

Mary Ann Olson

(Printed Name and Address of Each Person Signing Petition)

7672 Green Meadow Ct.

Flower Mound, TX 75022

Yvonne Mulkey

Yvonne Mulkey

(Printed Name and Address of Each Person Signing Petition)

7672 Green Meadow Ct.

Flower Mound TX 75022

Steve Mulkey

Steve Mulkey

(Printed Name and Address of Each Person Signing Petition)

GAROLYN STANDLEY

3653 Green Meadow Ln. Flower Mound, TX. 75022

Carolyn Standley

(Printed Name and Address of Each Person Signing Petition)

Tony Cox 4108 Thoreau Circle, FM, TX 75022
 (Printed Name and Address of Each Person Signing Petition)

JOHN SAWINSKI 4100 THOREAU CIR. FM, TX 75022
 (Printed Name and Address of Each Person Signing Petition)

Linda Pedersen 7512 Emerson Lane FM TX 75022
 (Printed Name and Address of Each Person Signing Petition)

KIMBERLY KERR 4204 Thoreau Circle FM TX 75022
 (Printed Name and Address of Each Person Signing Petition)

Holly Earl 2901 Waterview, FM, TX 75022
 (Printed Name and Address of Each Person Signing Petition)

Daniel Earl 2901 Waterview, FM, TX 75022
 (Printed Name and Address of Each Person Signing Petition)

Donald Harvey 2624 Green Tree Ln FM TX 75022
 (Printed Name and Address of Each Person Signing Petition)

Katie Harvey 2624 Green Tr Ln FM TX 75022
 (Printed Name and Address of Each Person Signing Petition)

Julie Miller 2600 Green Tree Ln. F. Mound 75022
 (Printed Name and Address of Each Person Signing Petition)

Scott Miller 2600 Green Tree Ln. F. M. 75022
 (Printed Name and Address of Each Person Signing Petition)

ALFRED A. ZWANENBURG 2631 BRIAR PATCH LANE
 FLOWER MOUND TX 75022
 (Printed Name and Address of Each Person Signing Petition)

Signature / Printed Name / Address

Roger Fry 900 Hwy 7404 Belo Ln. Flower Mound, TX 7502
(Printed Name and Address of Each Person Signing Petition)

SHANNON BARKETT [Signature] 7500 Belo Ln Flower Mound 75022
(Printed Name and Address of Each Person Signing Petition)

Wendy Barkett [Signature] 7500 Belo Lane Flower Mound TX 75022
(Printed Name and Address of Each Person Signing Petition)

CARDLKANE C. Kane 2606 Longlane, Flower Mound TX 7502
(Printed Name and Address of Each Person Signing Petition)

MICHAEL REDENBAUGH [Signature] 2601 DRIFTWOOD FLOWER MOUND TX 75022
(Printed Name and Address of Each Person Signing Petition)

JONAS [Signature] 7401 Belo Ln Flower Mound TX 75022
(Printed Name and Address of Each Person Signing Petition)

Judith A. Frappier [Signature] 2600 Long Lane Flower Mound, TX 75022
(Printed Name and Address of Each Person Signing Petition)

Jay Frappier [Signature] 2600 Long Ln Flower Mound TX
(Printed Name and Address of Each Person Signing Petition)

Mark Van Tilburg [Signature] 7504 Belo Lane Flower Mound, TX 75022
(Printed Name and Address of Each Person Signing Petition)

BETH E VAN TILBURG [Signature] 7504 BOLD LN FLOW MOUND TX 75022
(Printed Name and Address of Each Person Signing Petition)

Afton Fitzek [Signature] 7405 Belo Ln, Flower TX, 75022
(Printed Name and Address of Each Person Signing Petition)

* Signature Printed Name Address *

Carrie Finley CAROLINE FINLEY 2600 Bourne LN Flower Mound 75022
(Printed Name and Address of Each Person Signing Petition)

Marc Finley Marc Finley 2600 Bourne Ln Flower Mound, TX 75022
(Printed Name and Address of Each Person Signing Petition)

Jena Toich Jena Toich 7408 Bolo Lane Flower Mound TX 75022
(Printed Name and Address of Each Person Signing Petition)

Matt Toich Matt Toich 7408 Bolo Lane Flower Mound, TX 75022
(Printed Name and Address of Each Person Signing Petition)

Tom Eldred Tom Eldred 7409 Bolo Lane Flower Mound TX
(Printed Name and Address of Each Person Signing Petition)

Kimberly Eldred Kimberly Eldred 7409 Bolo Lane Flower Mound TX
(Printed Name and Address of Each Person Signing Petition)

DANIEL FITZGERALD DANIEL FITZGERALD 7405 BOLO LN, FLOWER MOUND TX 75022
(Printed Name and Address of Each Person Signing Petition)

Marvin Holland Marvin Holland 7400 Bolo Lane, Flower Mound, TX 75022
(Printed Name and Address of Each Person Signing Petition)

Carol Kirby Carol Kirby 7308 Fole Lane Flower Mound TX 75022
(Printed Name and Address of Each Person Signing Petition)

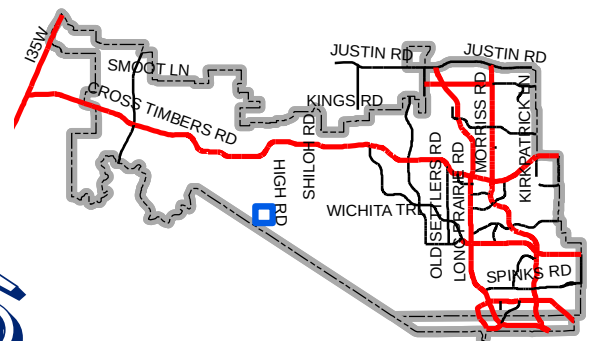
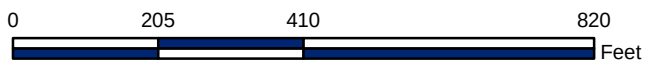
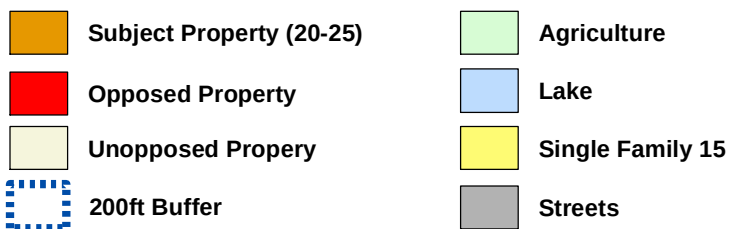
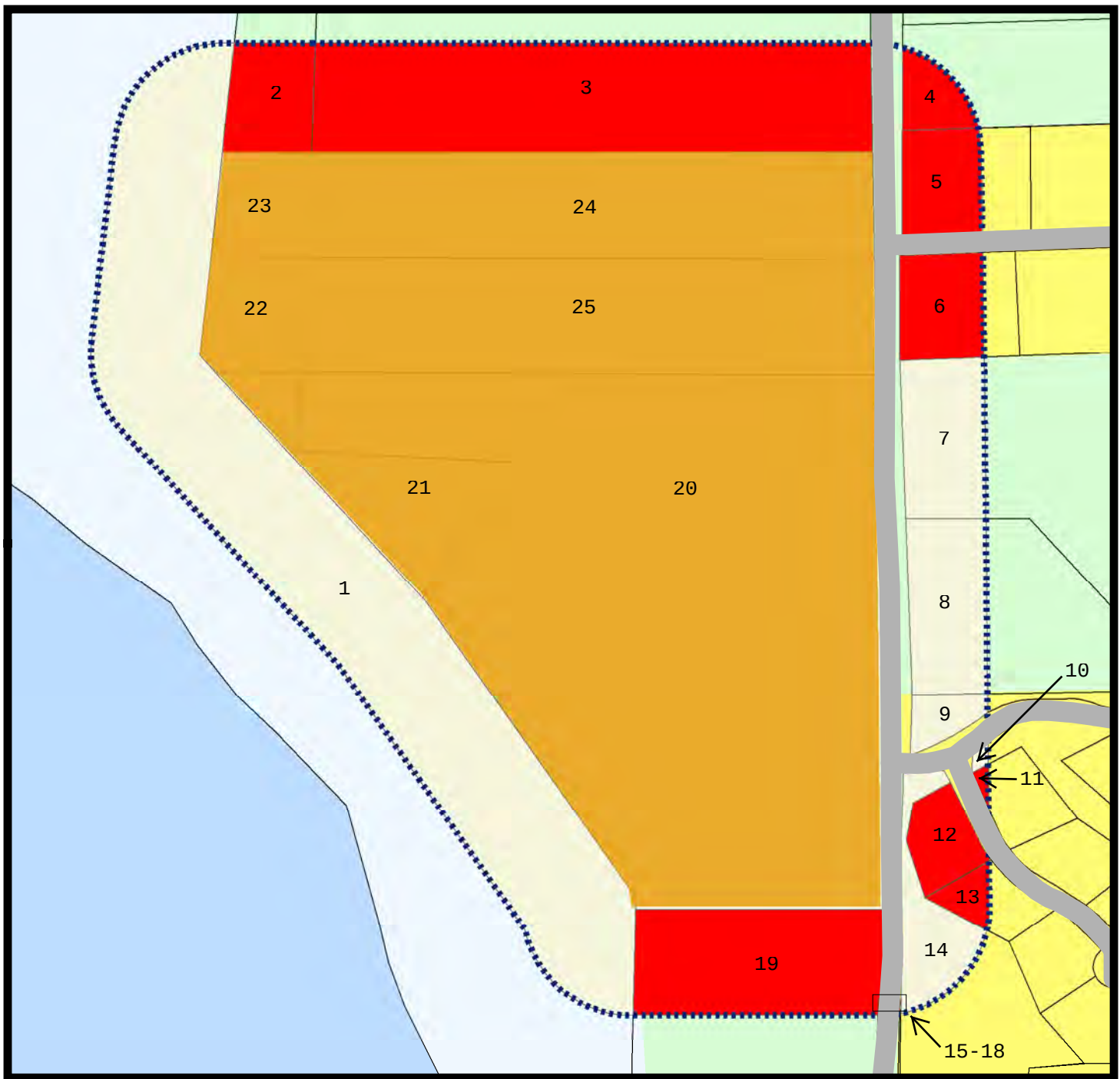
Edw-2-6-2017 EDWIN CANTY 7300 Bolo Ln. FM TX 75022
(Printed Name and Address of Each Person Signing Petition)

Dara Fry Dara Fry 7404 Bolo Lane, Flower Mound, TX 75022
(Printed Name and Address of Each Person Signing Petition)



Vicinity Map

Reference Project: ZPD16-0007



Map Location

MAP #	PARCEL_ID	OWN_NAME	Acreage	Percentage	Opposed
1	USACOE	USA CORE OF ENGINEERS	9.123988	41.391%	
2	R18020	TOBIN, KATHERINE K & KIECKHEFER, JOHN I TRS	0.727269	3.299%	Y
3	R18020	TOBIN, KATHERINE K & KIECKHEFER, JOHN I TRS	4.735958	21.485%	Y
4	R239077	BECKER, THOMAS	0.332394	1.508%	Y
5	R154120	HOBTE, DAVID A	0.668617	3.033%	Y
6	R04622	PERFETTI, PETER	0.679806	3.084%	Y
7	R19890	MIKE MCCORMICK FARM INC	1.021220	4.633%	
8	R19960	MCCORMICK, MIKE	1.060527	4.811%	
9	R13745	HI ROAD HOME OWNERS	0.250031	1.134%	
10	R151127	NORTH SHORE WATER SUPPLY	0.025809	0.117%	
11	R13700	BOBKAT GREENTREE LLC (HARVEY, DONALD & KATIE)	0.029744	0.135%	Y
12	R13685	DEWBERRY, WILLIAM F	0.441817	2.004%	Y
13	R13687	DEWBERRY, WILLIAM FLOYD & DEWBERRY, WILLIAM J	0.175221	0.795%	Y
14	R151121	NORTH SHORE WATER SUPPLY	0.691664	3.138%	
15	R18070	SCHNEE, ROBERT A	0.005567	0.025%	Y
16	R330606	SCHNEE, ROBERT A	0.016434	0.075%	Y
17	R330606	SCHNEE, ROBERT A	0.005567	0.025%	Y
18	R330606	SCHNEE, ROBERT A	0.004218	0.019%	Y
19	R18070	SCHNEE, ROBERT A	2.047445	9.288%	Y
20	R18007	WCFLP RE HIGH RD LP	16.597184		
21	R18007	WCFLP RE HIGH RD LP	1.523239		
22	R18005	WCFLP RE HIGH RD LP	0.872667		
23	R17998	WCFLP RE HIGH RD LP	0.744296		
24	R17998	WCFLP RE HIGH RD LP	4.620029		
25	R18002	WCFLP RE HIGH RD LP	5.094805		

Total Acreage - all parcels 51.495516

Serenity parcels 29.452219

Property within 200ft buffer zone 22.043297

Opposition % w/out HOA parcels 45%

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, LAND DEVELOPMENT REGULATIONS, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 28.920 ACRES OF LAND SITUATED IN THE J. PHILLIPS SURVEY, ABSTRACT NUMBER 1019, FROM AGRICULTURAL DISTRICT (A) TO PLANNED DEVELOPMENT DISTRICT NO. 149 (PD-149) FOR SINGLE FAMILY RESIDENTIAL USES WITH CLUSTER DEVELOPMENT STANDARDS IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owner of the property described as 28.920 acres of land situated in the J. Phillips Survey, Abstract Number 1019, Denton County, Texas, has filed an application to change the zoning from Agricultural District (A) to Planned Development District No. 149 (PD-149) for Single Family Residential uses with Cluster Development Standards; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on November 13, 2017, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on November 20, 2017, with respect to the proposed planned development district as described herein; and,

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

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

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

ORDINANCE NO. _____

Page 2**SECTION 1**

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

28.920 acres of land situated in the J. Phillips Survey, Abstract Number 1019, Denton County, Texas, and more fully described in Exhibit "A" hereto.

Planned Development District No. 149 (PD-149) for Single Family Residential uses with Cluster Development Standards.

SECTION 2

The development standards, concept plan, concept landscape plan, and concept open space plan of the proposed Planned Development District No. 149 (PD-149), attached hereto as Exhibits "B," "C," "D," and "E," each incorporated herein for all purposes, are hereby approved as the development standards, concept plan, concept landscape plan, and concept open space plan for this Planned Development District No. 149 (PD-149).

SECTION 3

The official map of the Town of Flower Mound is amended and the Executive Director of Development Services is directed to revise the official zoning map to reflect the approved Planned Development District No. 149 (PD-149), as set forth above.

SECTION 4

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

SECTION 5

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

SECTION 6

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

ORDINANCE NO. _____

Page 3

SECTION 7

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

SECTION 8

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

SECTION 9

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

SECTION 10

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE _____ DAY OF _____, 2017.

APPROVED:_____
Thomas E. Hayden, **MAYOR****ATTEST:**_____
Theresa Scott, **TOWN SECRETARY**

Exhibit "A"
Legal Description

BEING all that certain lot, tract or parcel of land situated in the J. Phillips Survey, Abstract Number 1019, Town of Flower Mound, Denton County, Texas, and being that certain tract of land described by deed to WCFLP RE High Road, L.P., recorded under Document Number 2007-104731 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a ½ inch iron rod with a yellow cap stamped "*ARTHUR SURVEYING COMPANY*" (*ASC*) found for the northeast corner of said WCFLP tract and being the southeast corner of that certain tract of land described by deed to Marian Eloise Reuther, recorded under Document Number 2005-116893 of the Real Property Records of Denton County, Texas, said point being in the west line of High Road;

THENCE South 00 degrees 37 minutes 48 seconds East, with the west line of said High Road, a distance of 1398.57 feet to a ½ inch iron rod with a yellow cap stamped "*ASC*" found for the southwest corner of said WCFLP tract and being in the north line of that certain tract of land described by deed Robert Alan Schnee, recorded under County Clerk's File Number 97-R0070825 of the Real Property Records of Denton County, Texas;

THENCE North 89 degrees 38 minutes 02 seconds West, with the common lines of said WCFLP tract and said Schnee tract, a distance of 441.18 feet to a Corps of Engineers Monument (COE Mon.) stamped "D-327-1" found for the common west corner of said WCFLP tract and said Schnee tract, said point also being in the easterly line of Lake Grapevine;

THENCE North 33 degrees 46 minutes 56 seconds West, with the common line of said Lake Grapevine and said WCFLP tract, a distance of 717.58 feet to a COE Mon. stamped "D-325A-R-1" found for corner;

THENCE North 43 degrees 48 minutes 11 seconds West, continuing with the common line of said Lake Grapevine and said WCFLP tract, a distance of 540.41 feet to a COE Mon. stamped "D-325A-R-2" found for corner;

THENCE North 01 degrees 37 minutes 38 seconds East, continuing with the common line of said Lake Grapevine and said WCFLP tract, a distance of 396.94 feet to a ½ inch iron rod with a yellow cap stamped "*ASC*" set for the common west corner of said WCFLP tract and said Reuther tract, said point also being in the east line of said Lake Grapevine;

THENCE North 89 degrees 24 minutes 00 seconds East, with the common line of said WCFLP tract and said Reuther tract, a distance of 1187.65 feet to the **POINT OF BEGINNING**, and containing 28.920 acres of land, more or less, and being subject to any and all easements that may affect.

ORDINANCE NO. _____

Page 5

Exhibit "B"
DEVELOPMENT STANDARDS

Planned Development District No. 149 (PD-149)
Serenity

The development on the property comprising approximately 28.92 acres of land within the corporate limits of the Town of Flower Mound ("Town") and as described on Exhibit "A" to this Zoning Ordinance adopting PD-149 shall be in accordance with the Town of Flower Mound *Master Plan* and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements:

A. PD-149 with Single-Family District-30 (SF-30) uses.

Development of PD-149 as designated on Exhibit "C," the Concept Plan for Serenity shall be in compliance with all regulations applicable to Single-Family District-30 (SF-30) uses contained in the Town's Land Development Regulations as amended, except as otherwise provided and/or limited herein.

1. Minimum floor area per unit. The minimum floor area per dwelling unit shall be 2,800 square feet, subject to Section 98-1025.
2. Maximum lot coverage. The maximum lot coverage shall be 40% for all uses, subject to Section 98-1029. All accessory structures shall be included in the maximum of 40% coverage.
3. The dimensional and area regulations contained in this section shall not apply to common areas or lots owned by the homeowner's association for Serenity ("HOA"). Any common areas or lots owned by the HOA and any structure(s) thereon shall conform to all relevant provisions of the Town's code of ordinances and land development regulations.

B. Residential Lot Requirements. The following requirements shall apply to the residential lots within Hillside at Flower Mound.

1. The maximum density shall be no more than 1 dwelling unit per 1.6 acres ($100/1.6 = 62$ units or a 24% increase above the base density).
2. There shall be a maximum of 16 residential lots as depicted on the attached Zoning Conceptual Plan.

C. Supplemental Standards.

1. As a Cluster Development, PD-149 shall have a minimum of fifty percent (50%) of the gross land area preserved as open space for the development as depicted in Exhibit "E" below. In meeting requirements for open space, the developer must demonstrate how open space designated in Exhibit "E" shall be managed. Open Space shall be

managed by a qualified nonprofit entity or organization that manages open space, such as a land trust, HOA or other qualified entity, pursuant to section 170(h) of the Internal Revenue Code, as amended, and as may be approved and accepted by the Town. All designated open space areas shall be conserved in a recorded conservation easement as applicable prior to Planning and Zoning Commission approval of the first record plat within the development. The final Open Space Management Plan (OSMP) shall conform with the following:

- a. Be submitted and approved by the Town prior to the submittal of the first record plat within the development.
 - b. Be recorded in the deed records of Denton County Texas as a restriction running with the land prior to the submittal of the first record plat within the development.
 - c. Substantially conform to the draft OSMP submitted to the Planning and Zoning Commission for consideration of the Zoning application (ZPD 16-0007) and identified as Attachment B3 of the agenda item.
 2. All landscaping, trails and open space shall be in conformance with Exhibit "D", the Conceptual Landscape Plan.
 3. The development of PD-149 is subject to the approved Environmental Protection Plan.
- D. House Pad Benching. Developer shall prepare and submit a complete subdivision design including general grading with approximate pad elevations and drainage plans in accordance with the Engineering Design Criteria and Construction Standards. The grading and drainage within Serenity and along the perimeter of all lots within each phase of the development shall be complete prior to final acceptance of that phase of the development by the Town. The approximate pad elevations for the lots within the development shall be included in the subdivision design plans but are not required to be "benched" prior to the Town's final acceptance of the overall development.
1. Developer agrees that for each lot that is not being benched, as identified herein-above, prior to the issuance of the building permit for the home on that particular lot the following will occur:
 - a. Developer shall retain a professional licensed engineer to design plans for the review and approval of any modification in the benching data for each and every lot identified herein as well as any design modifications required to address changes in drainage flows, velocities and direction that deviate from the original approved plans and prepare and submit any proposed revisions to the Town for approval prior to the issuance of the building permit for that particular home;
 - b. Erosion control measures including silt fencing, check dam, bar ditch and storm water pipe system cleaning shall be performed on a routine basis as needed and no less frequently than at least one time every six months or

more frequently as may be required and directed by the Town Manager or his designee;

- c. Developer shall be responsible for weekly monitoring, clean-up and removal of construction debris, waste and litter that is dumped, accumulates or is otherwise stockpiled within the development;
- d. Developer shall remove check dams and silt fencing as appropriate and in accordance with best management practices after all pad sites within the phase have been benched and stabilized and a final phase inspection of the newly benched pad sites has been performed and approved by the Town.

E. Exceptions to Topographic Slope Protection: An exception to Section 98-147, Topographical Slope Protection is granted; however, the developer shall provide detailed drawings that illustrate the impact of the proposed development on the natural topography and the manner by which the development is integrated into, reflects and maintains the overall integrity of the natural topography with subsequent record plat applications. In addition, the developer shall conform with the following requirements with subsequent record plat applications:

- a. The identification of those specific Best Management Practices ("BMPs") that will be used to maintain and responsibly integrate the development into the natural topography together with an explanation regarding their use within the plans for such development. The BMPs to be used shall include, but are not limited to, those BMPs found within the Town's Engineering Design and Construction Standards.
- b. While recognized as a potential BMP, the use of retaining walls should be kept to a minimum. Any retaining wall four foot (4') or greater in height shall be designed by a professional engineer licensed by the State of Texas.

Exhibit “C”

CONCEPT PLAN

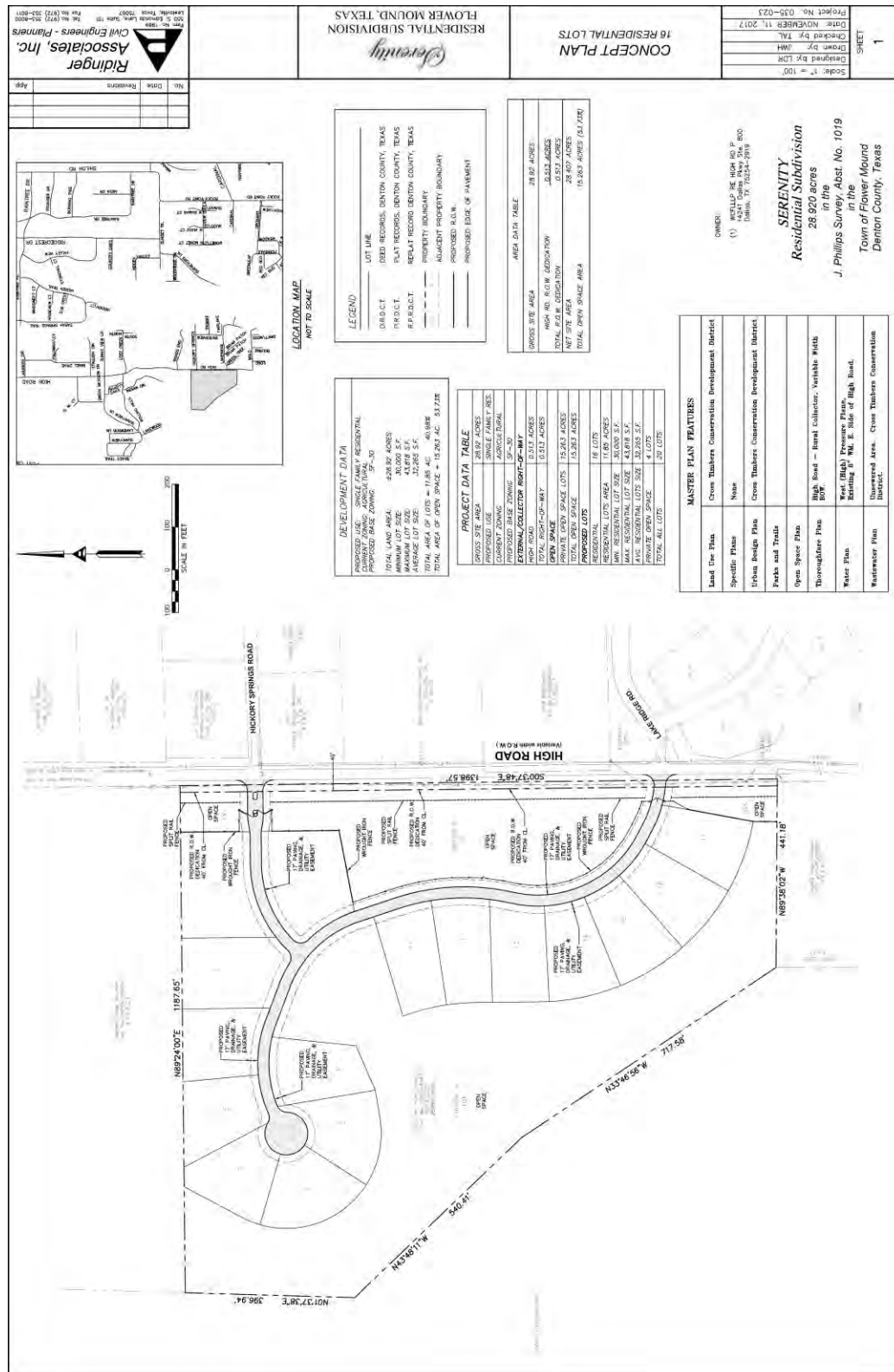
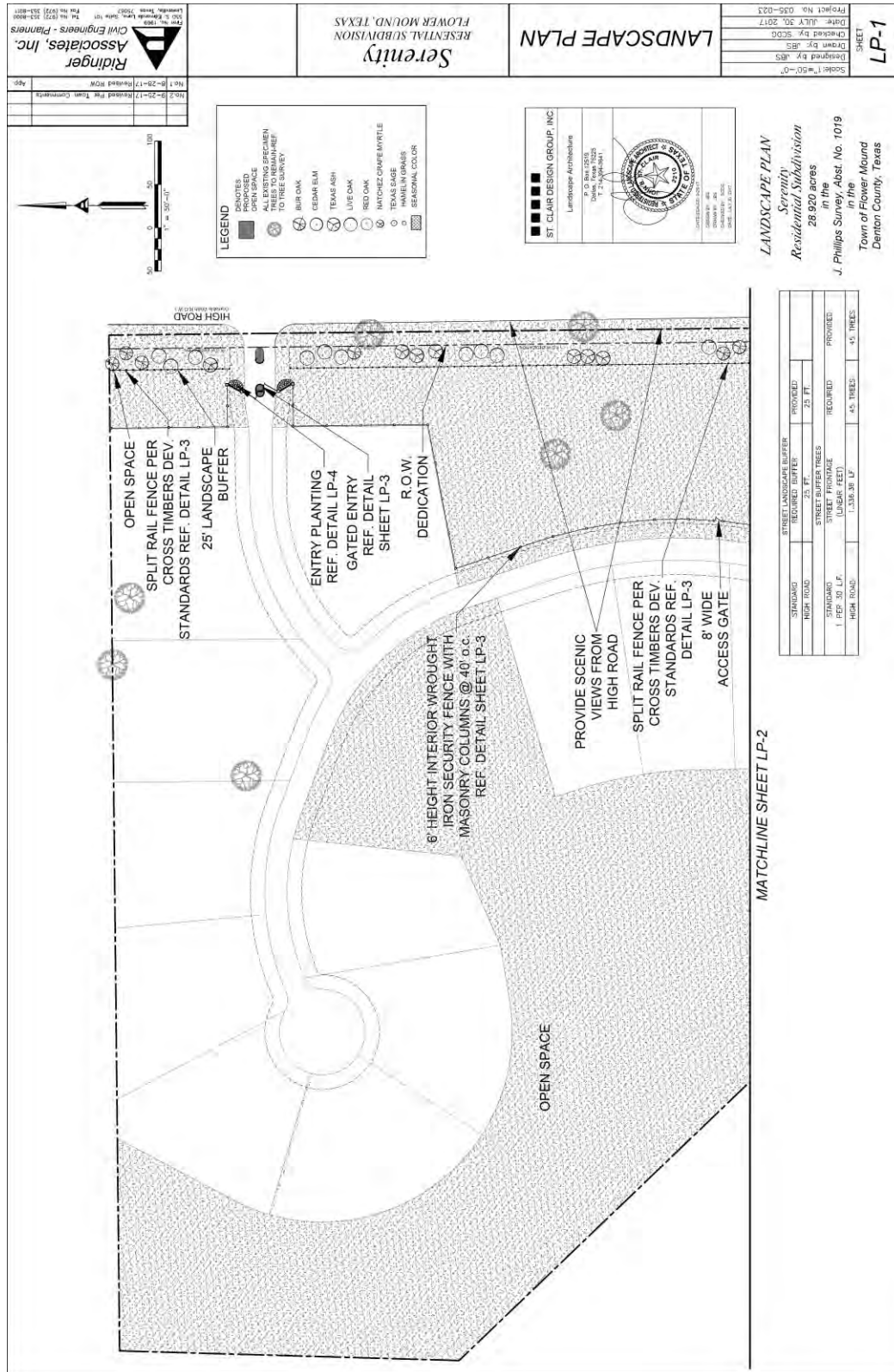
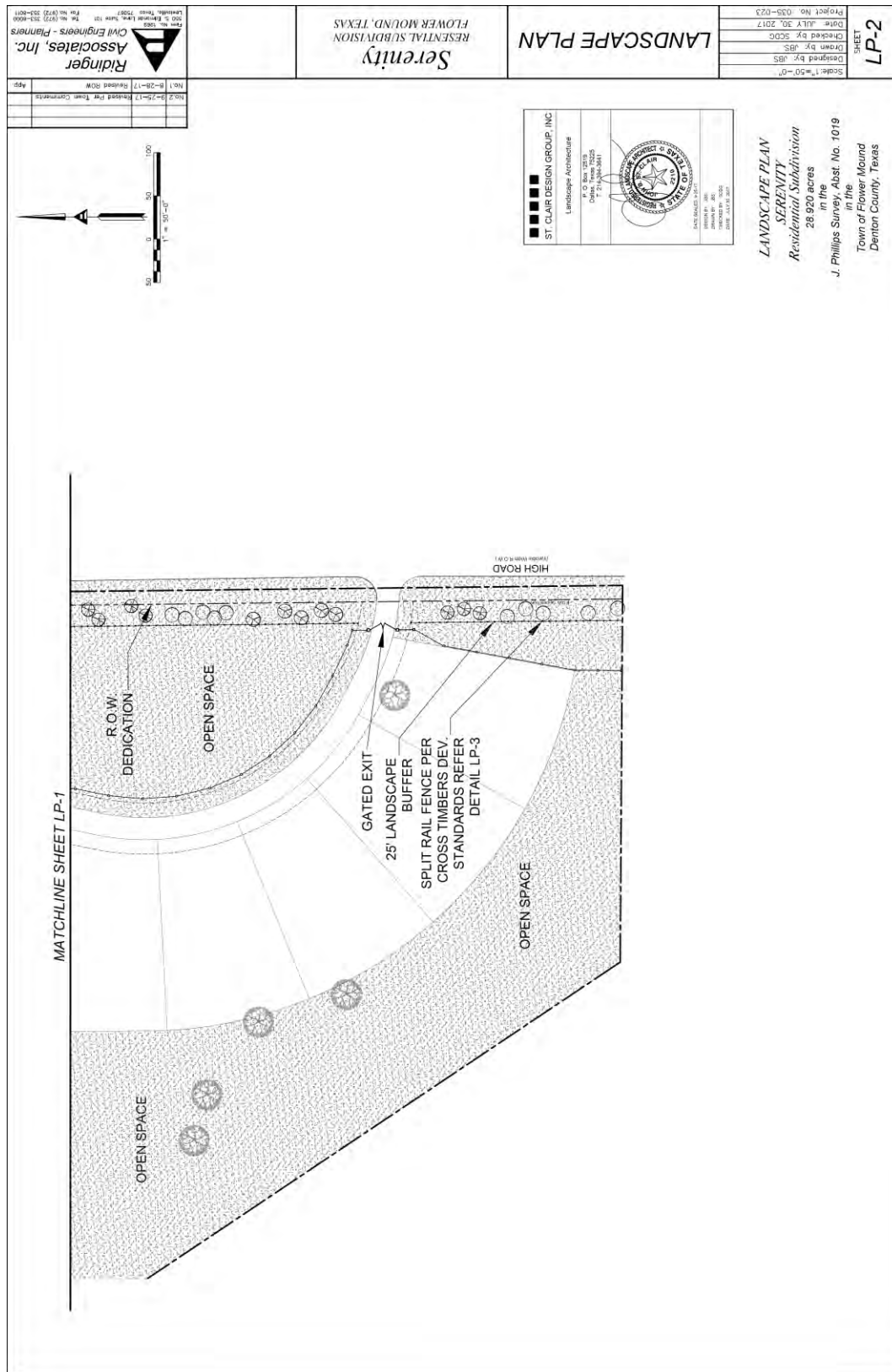
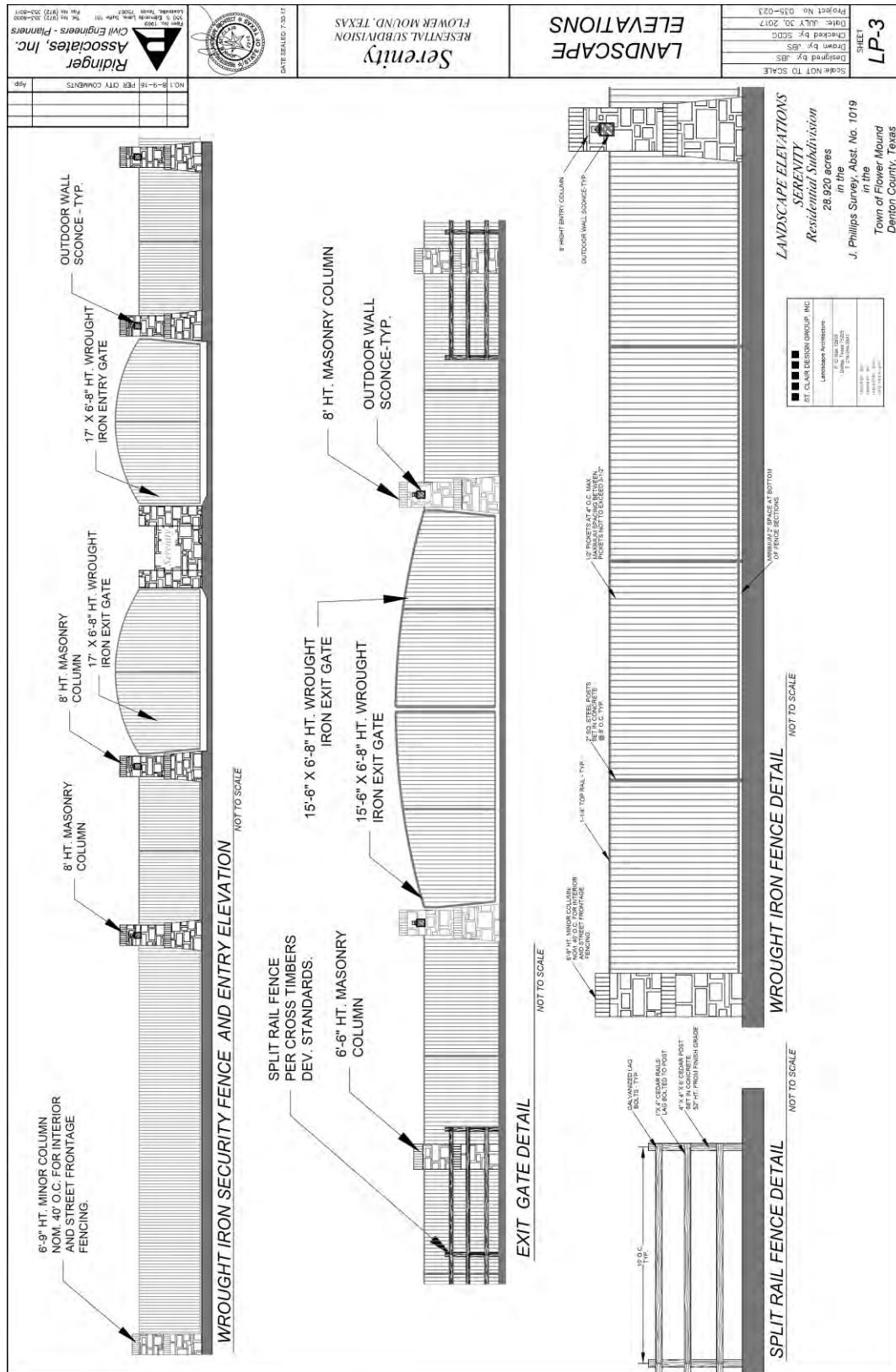


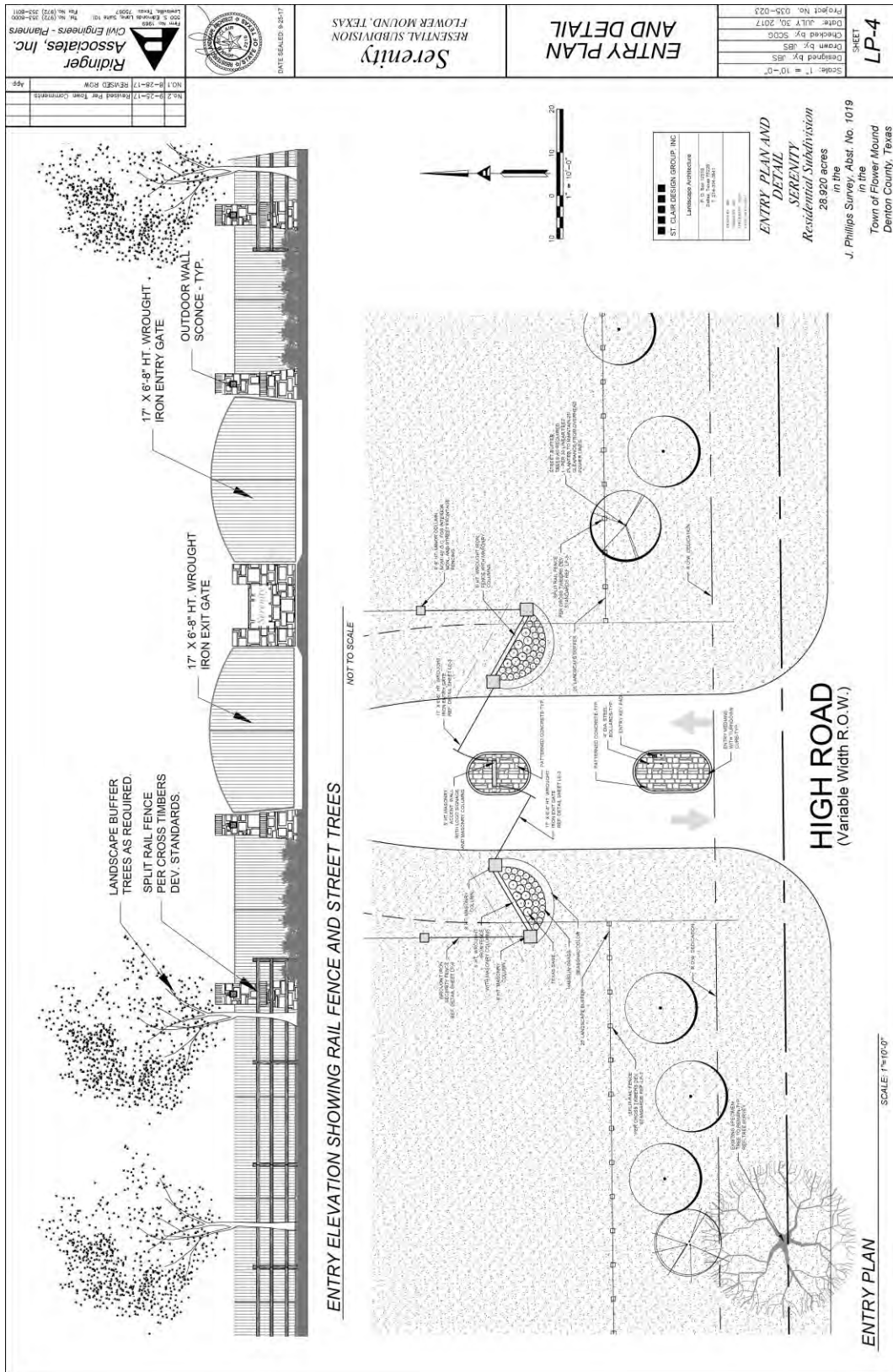
Exhibit "D"
CONCEPT LANDSCAPE PLAN







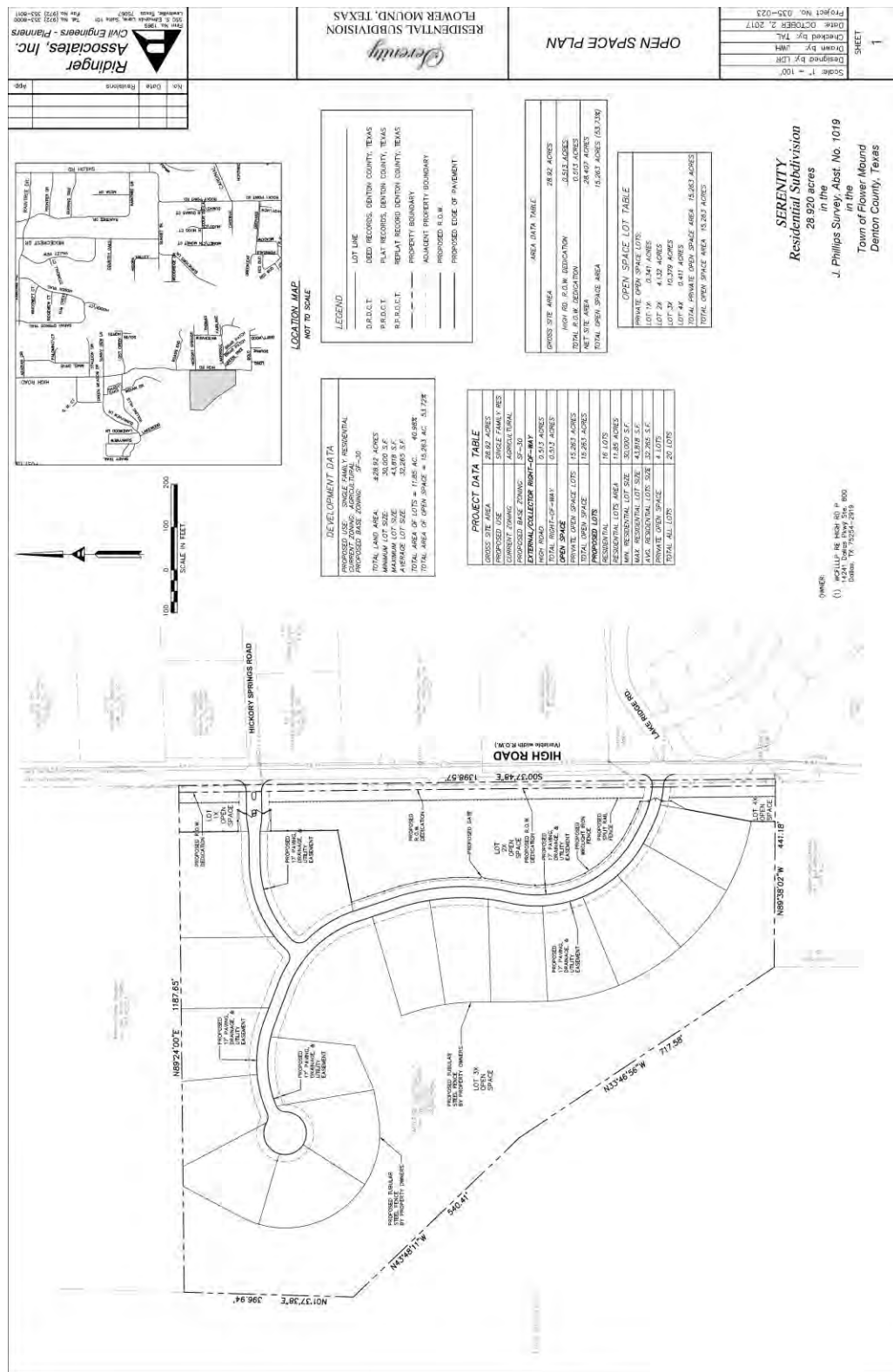
ORDINANCE NO. _____



ORDINANCE NO. _____

Exhibit “E”

CONCEPT OPEN SPACE PLAN



From: [Patricia Barry](#)
To: [planning](#)
Subject: Proposed "Serenity" Cluster Development
Date: Tuesday, November 14, 2017 4:27:56 PM

I am writing to express my opposition to the proposed cluster development called Serenity on the Southwest side of High Rd. We moved to the CTCDD so our family could enjoy living in the country and being close to nature and a gated community does not fit with the country atmosphere. There is an abundance of wildlife here that we have the privilege of enjoying in our backyard and neighborhood and a gated community fractures and reduces that habitat. I respectfully request that you do not approve this proposed development.

Sincerely,
Patricia Barry
7308 Stallion Cir
Flower Mound, TX

From: [Julie Canei](#)
To: [planning](#)
Subject: Serenity Cluster Development
Date: Wednesday, November 15, 2017 10:53:54 AM

Really Town Council. You give into every developer and it's all about the money. Disgraceful. A bunch of Millennials voted you in and all they care about is more "stuff!!!" I admit I liked it when FM started to build more initially-20 years ago. FM had basically nothing when I moved here. But now we are using every piece of open space for more "stuff!!!!". I've lived off High Road for 25 years. Built our home out here on 1 acre. Raised 2 daughters. When they were young they complained that we lived too far out and they wanted to live in Wellington to be closer to friends. As young adults they now THANK us for not moving into town. They know the peace that comes with living out here. Like going to a beautiful park yet it is outside their windows. I tell my family in Miami how blessed I am to live where I do. The nature, the quietness, the peace. Please....you don't live out here. You don't understand until you live here how special this little piece of FM is. You know in your souls that it is wrong to go against the Master Plan. I was close to 2 previous Mayors-both female-one who developed the plan and the other who upheld it. Please do some soul searching before you approve this development. Uphold the Master Plan. Do the right thing. The people have spoken.

P.S. I am a Registered Nurse. I will be working Monday 11/20 and unable to attend the meeting.

Julie Canei
[REDACTED]

From: [Jennifer Christmas](#)
To: [planning](#)
Subject: Opposition to Serenity development on High road-ZPD16-0007
Date: Tuesday, November 14, 2017 10:16:47 PM

Dear Planning Commissioners, Town Council & Mayor,

My husband and I are writing in opposition to the proposed cluster development located at 2801 High Road. We live near this planned development and feel it does not fit with our more established area which maintains a rural feel, nor does it comply with Ordinance No. 64-13 that amends the Cross Timbers Conservation Development District to allow for cluster developments. Per the ordinance, the cluster is to be developed in such a way so as "to preserve scenic corridors and vistas," yet this development will have the backsides of homes facing the property to the north and south of it. There will be no "continuation of open space" between adjacent properties and there will be no protection of "ecological values" as stated in the ordinance to justify this cluster development. This proposed cluster of homes, along with its open space, will be completely encased by a 6 foot tall security fence which is a very unwelcoming site in an established neighborhood where many of us know each other and socialize together. The developer wants it to be a gated closed community. We like the rural and open space feel of our neighborhood which is what attracted many of us to live here. This proposed development is bounded on the north by a 10 acre parcel of land where cattle graze and to the south by eight acres with llamas on it. Directly across from this proposed development is an 18 acre horse farm.

We also have a number of other concerns with this development as it pertains to Lake Grapevine on the western side. We are worried about soil erosion into the lake with the significant cutting of the upland habitat's trees, bushes, and vegetation. The root system of this habitat also acts as a filter for water run-off from outside pollutants such a herbicides and pesticides, and helps keep our lake clean. More importantly, no studies were done on the effect on water quality by adding 16 septic systems in a concentrated area next to the shallow end of the lake. We

are concerned about the western slope exceptions the developer is requesting as well.

It is also well known that the farm and some of the houses on the east side of High Road deal with flooding during hard rains which will only be made worse by this cluster development since much of the run-off comes from this property.

We hope you will do the right thing by denying this zoning change request.

*Kind regards,
Jennifer & Jason Christmas*

From: [Peter Collora](#)
To: [planning](#)
Subject: Opposition to Serenity (ZPD16-0007)
Date: Monday, November 13, 2017 3:54:07 PM

To: P&Z and the Town Council

We moved to Flower Mound after purchasing a lot in the Clegg Addition. We found the neighborhood appealing on many levels. The heralded "master plan" was one of the reasons, as well as the proximity and access to the lake, two lane blacktop road, slow pace of traffic and most of all, the nature all around us. Quality of life seemed assured, assuming the town council would uphold and maintain the integrity of our "master plan".

The concept of the proposed development is contrary to the character of our neighborhood in so many ways. The Town Council must not be swayed by the lure of revenue. The "master plan" was conceived based on a quality of life so attractive to so many, that we MUST consider the consequences of the zoning request for not just High Road, but the greater area of the whole of West Flower Mound.

Sincerely,
Peter Collora

Sent from my iPad

From: [Cindi Price](#)
To: [LauriAnn Cash](#)
Subject: FW: Opposition to Serenity (ZPD16-0007)
Date: Thursday, November 16, 2017 2:15:00 PM

From: [REDACTED]
Sent: Thursday, November 16, 2017 12:01 PM
To: Theresa Scott
Subject: Opposition to Serenity (ZPD16-0007)

We oppose the development as it goes against everything our beautiful neighborhood is known for; Wildlife, trees, natural beauty and following rules and regulations.
The developers of serenity have already come in and cut trees down and graded areas. That alone shows their intentions and character.
Please deny this development.

Melanie DeLeon
and
Andy Hughes

3214 Lakewood Lane
Flower Mound 75022

From: [Theresa Scott](#)
To: [planning](#)
Subject: FW: Serenity development
Date: Wednesday, November 15, 2017 10:24:48 AM

From: JON HOWES [REDACTED]
Sent: Wednesday, November 15, 2017 10:21 AM
To: Theresa Scott
Subject: Serenity development

I am Jon Howes and I reside at 7401 Bolo Ln, Flower Mound, Tx 75022.

I Love living in Flower Mound, I Love our home, I Love our neighborhood and I Love our neighbors. It's the American dream come true.

When looking for a home in flower Mound, I mentioned to my realtor that if a house had a curb or sidewalk in front of it, I wasn't interested. I wanted a country atmosphere and that's what we have now. When I turn onto High road at the end of a work day, my stress level drops a few notches. I never cease to be amazed at the simple beauty of this narrow country road with abundant trees everywhere you look. It is the polar opposite of Plano. The neighborhoods on and around High road are one of the few remaining areas where you can have this experience in Flower Mound. The residents who live in this area are here for that reason.

I am opposed to approving the Serenity development for several reasons;

1. This proposed development does not comply with the preservation of existing scenic corridors as stipulated in the Cross Timbers Conservation District rules. It is my belief the developer of this project is a savvy player who is bending the rules to see how much he can slip by City Government. We have already seen evidence of his disregard for city rules with his behavior regarding tree removal on this project so far.
2. The placement of 16 Plano McMansions onto small lots with a gated entrance would be an obnoxious eyesore in no way fitting in with the surrounding properties.
3. The extra traffic (50 cars plus) traveling the entire length of High road each day will escalate the danger of this road significantly. As it is, several times a month when I am on my way to work I am confronted with a distracted driver of a white work truck coming at me head on in one of the dangerous S curves of our road. Cram this number of additional cars on this road and Mark my words, there will be head on accidents with possible fatalities.

I request that you deny approval of this project.

Jon Howes

From: [Theresa Scott](#)
To: [Town Council](#)
Cc: [planning](#)
Subject: FW: Serenity
Date: Tuesday, November 14, 2017 4:22:21 PM

-----Original Message-----

From: Victor Larsen [REDACTED]
Sent: Tuesday, November 14, 2017 4:20 PM
To: Theresa Scott
Subject: Serenity

I spoke last night about high road and how it came into be. All of us on High Road and off of it have a feeling of community with the nature and beauty of this scant mile and those on it. To consider a gated community is out of the nature of our neighborhood. Victor Larsen,3694 Green Meadow Ln Sent from my iPhone

From: [Cindi Price](#)
To: [LauriAnn Cash](#)
Subject: FW: Opposition to Serenity (ZPD16-0007)
Date: Thursday, November 16, 2017 2:14:31 PM

From: Amy [REDACTED]
Sent: Thursday, November 16, 2017 12:11 PM
To: Theresa Scott
Subject: Opposition to Serenity (ZPD16-0007)

I am highly opposed to Serenity; a gated fenced in development does not belong off of High Road.

Those "Private Road" signs are erected mainly to protect unaware drivers, especially those in large vehicles and trucks, from ending up in a precarious position on many of our very narrow, limited access roadways. They aren't intended to connote any sort of exclusivity.

There is a "No Trespassing" sign for the Bolo Point neighborhood, the most southern neighborhood off of High. The thoughts behind that sign have to do with people parking on the neighborhood's one lane streets so that they can go down to the lake. It makes it impossible to maneuver around them without running over someone's grass. Bolo Point is trying to limit traffic on their roads because many of them are already in bad shape and the neighborhood is trying to mitigate further damage until the HOA has enough money to replace them.

By no means should the existence of these signs be likened to an gated community or serve as justification to allow an exclusive development off of High Road.

Thanks,

Amy Lasseigne

From: [Cindi Price](#)
To: [LauriAnn Cash](#)
Subject: FW: Opposition to Serenity (ZPD16-0007)
Date: Thursday, November 16, 2017 2:15:14 PM

From: Jim Pierson [REDACTED]
Sent: Thursday, November 16, 2017 10:52 AM
To: Theresa Scott
Subject: Opposition to Serenity (ZPD16-0007)

Town Council Flower Mound

As a resident of High Road since 1982, I want to again go on record in opposition to this zoning request. I plan to explain my opposition by speaking during the meeting on 11/20/2017. However I did want to list a couple of my objections in advance.

- 1. The Land Use Plan – Cross Timbers Conservation Development District
 - a. “being single family residential.....at net densities no greater than one unit per two acres”
 “Moderate increases in densities **may be appropriate (not SHALL)**”.
-
- 2. The developers of this tract have requested 18 lots for a density of 1.6.
 This is the maximum density that can be granted and does not comply with either the letter or the intent of the MP which states “Density shall be commensurate with the **quality and character** of the open or natural lands”
-
- 3. The developers appear to be asking for “gates” on two entrances to this tract.
 - High Road is a “Scenic corridor” As such houses should be placed “outside of the view area or by sitting new lots so the houses face the roadways across conserved open space with access from a street internal to the development”
This requirement has been consistent since the 2001 MP and all developments that have gone on in this area have been managed in this manner.
-
- 4. As mentioned in Chuck Russell’s Memorandum of 7/17/2016 it is incumbent on the developer to demonstrate how the proposed development meets or exceeds the intent of the :
 - “Vision Statement for the Town of flower Mound Master Plan” which states “**preserve the country atmosphere and natural environment** that makes Flower Mound a unique and desirable community” and
 - “Crosstimbers Conservation Development District” “Scenic Corridors and vistas”
- 5. Further, the addition of the requested number of houses will significantly impact traffic on a narrow, winding and already risky road with sharp curves, blind hills, poor sight distance and hidden driveways by adding a significant number of trips for the full length of High Road.
- - In 2009, the following data was published for traffic by NTCOG:

Date	Source	Count	Roadway	Direction	City
9/14/2009	Saturation Count Program, TxDOT	362	SUNNYVIEW	Both	Flower Mound Denton

Note that this does not measure traffic south of Sunnyview and it is 7 years old. I would also point out that since 2009 there has been a significant increase in new homes in this protected and eclectic neighborhood. I’m sure the Town can provide an estimate of the number of trips the addition of these proposed homes will generate. To continue to escalate traffic on High Road creates a dangerous scenario for the existing residents and their children.

Respectfully
 Jim and Melissa Pierson
 3209 High Road
 Flower Mound, Tx 75022

From: [Judah Stewart](#)
To: [planning](#)
Subject: Opposition to Serenity (ZPD16-0007)
Date: Thursday, November 16, 2017 10:52:21 AM

To Whom it may concern,

Please note below.

Opposition to Serenity (ZPD16-0007).

Many Thanks,

Judah Stewart

3921 Sunnyview Ln

Flower Mound, TX 75022

From: [Cindi Price](#)
To: [LauriAnn Cash](#)
Subject: FW: Opposition to Serenity (ZPD16-0007)
Date: Thursday, November 16, 2017 2:44:51 PM

-----Original Message-----

From: Linda Sutter [REDACTED]
Sent: Thursday, November 16, 2017 2:43 PM
To: Theresa Scott
Subject: Opposition to Serenity (ZPD16-0007)

Hi - I live in Franklin Hills at 3442 Sunnyview Lane. I am writing this email to put on record my opposition to the Serenity development proposed for High Road.

This developer is asking for a change to the Master Plan in order to put in place a cluster development. I do not feel the development fits in with the character of our neighborhood. We love the atmosphere here in Franklin Hills. Since it has developed from the early 60's our neighborhood is very eclectic. We are a friendly neighborhood with most neighbors waving as they go by. We all walk and exercise along High Road. Adding the number of houses the Serenity development desires would add much more traffic to High Road. The homeowners and service people that would access Serenity would add many trips up and down High Road.

Also, the development is a gated community with a rather bizarre proposal of a ranch fence along High Road and an iron fence surrounding the development. There are no other gated developments on High Road. You may see "Private Road" and "No Trespassing" signs around the area but these are put there to dissuade unaware drivers and large trucks from ending up stuck on our narrow roads. Those drivers wind up having to slowly back up from where they came and I am sure are quite frustrated.

I hope that the Town Council will follow the advice of the Planning and Zoning Commission and deny the proposed amendment.

Thank You,
Linda Sutter

From: [Cindi Price](#)
To: [LauriAnn Cash](#)
Subject: FW: Opposition to Serenity ZPD16-0007
Date: Thursday, November 16, 2017 2:14:40 PM

From: gerard tobin [REDACTED]
Sent: Thursday, November 16, 2017 12:52 PM
To: Theresa Scott
Subject: Opposition to Serenity ZPD16-0007

Town Councilmen and Mayor,

At the P&Z meeting on Monday, Commissioner Johnson made an issue of certain signs that are posted on High Road. I am writing to clarify why I have “No Trespassing” signs on my 3031 pasture fence:

1) About six weeks ago, my neighbor Pete Perfetti observed from his property across High Rd, non-neighbors, climb over our pasture fence and go onto our pasture. Pete crossed the road and told the group of strangers that they were trespassing on private property, and that our long horn bull was in the same pasture with cows and young calves. They ran to the fence and exited. We believe we had to post signs to protect ourselves from any other fence jumpers' liability for injury.

2) A few months ago, on the 29 acre property next to me (“Serenity” submittal location), the Police and EMTs were called to an ATV accident in the meadow. That was only the latest of injuries by people going on to those 29 acres. A young man was care flighted to the ER. I’m sure Flower Mound police records detail the incident.

The landowner of the 29 acres, WCFLIP, has never posted “No Trespassing” signs. The attractive nuisance with prior injuries to people seems not to bother the owner. We felt it necessary to warn people that our pasture fence along the north border should not be trespassed.

Most neighbors walking High Road enjoy seeing our pasture with bull and cows. But, they understand the danger of a bull and mother cows with calves whereas others might not. Hence, recently and shortly after Pete Perfetti ran those non-neighbors off, I posted signs to protect both trespassers and ourselves.

Jerry Tobin
[3031 High Road](#)

Sent from my iPhone

From: [Cindi Price](#)
To: [LauriAnn Cash](#)
Subject: FW: Opposition to Serenity ZPD16-0007
Date: Thursday, November 16, 2017 2:14:21 PM

From: KC Walsh [REDACTED]
Sent: Thursday, November 16, 2017 11:33 AM
To: Theresa Scott
Subject: Opposition to Serenity ZPD16-0007

Please forward to Town Council and the Mayor for inclusion in the agenda packet for the meeting on November 20, 2017.

Town Councilmen and Mayor,

After attending the P&Z meeting from this past Monday, November 13, I wanted to address a comment made by Commissioner Johnson when he made mention of the "No Trespassing" and "Private Road" signs in a couple of southern neighborhoods off of High Rd. It appeared that he was alluding that there are neighborhoods on High Road that are exclusive, giving them some similarity to a "gated community" which we don't have in our greater neighborhood. He appeared to be countering the many positive comments about our friendly and open neighborhood.

As you may or may not know, the residents are financially responsible for the upkeep and maintenance of several neighborhood access roads off of the southern end of High. Those "Private Road" signs are erected mainly to protect unaware drivers, especially those in large vehicles and trucks, from ending up in a precarious position on many of our very narrow, limited access roadways. They aren't intended to connote any sort of exclusivity.

There is a "No Trespassing" sign for the Bolo Point neighborhood, the most southern neighborhood off of High. The thoughts behind that sign have to do with people parking on the neighborhood's one lane streets so that they can go down to the lake. It makes it impossible to maneuver around them without running over someone's grass. Bolo Point is trying to limit traffic on their roads because many of them are already in bad shape and the neighborhood is trying to mitigate further damage until the HOA has enough money to replace them.

By no means should the existence of these signs be likened to an gated community or serve as justification to allow an exclusive development off of High Road.

Thank you for your attention to this matter,

KC Walsh
3525 High Rd FM TX 75022



TOWN COUNCIL AGENDA ITEM NO. 12

REGULAR ITEM

DATE: November 20, 2017

FROM: Matthew J. Hotelling, P.E., PTOE, Traffic Engineer

ITEM: **Public Hearing to consider a request for a Master Plan Amendment (MPA17-0011 – Lake Forest Thoroughfare Plan Amendment) to amend Section 7.0, Thoroughfare Plan, by removing the section of Lake Forest Boulevard between Lakeside Parkway and Silveron Boulevard from the Town's Thoroughfare Plan, and to consider adopting an ordinance providing for said amendment. (The Transportation Commission recommended approval by a vote of 5 to 1 at its September 12, 2017, meeting.) (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its November 13, 2017, meeting.)**

BACKGROUND INFORMATION: This item is to consider changes to the Master Transportation Plan, more specifically the Thoroughfare Plan regarding Lake Forest Boulevard between Lakeside Parkway and Silveron Boulevard. The Planning and Zoning agenda item is included as background information. The Planning and Zoning agenda item includes the Transportation Commission agenda item. The Planning and Zoning Commission meeting can be viewed at the following link.

<http://flowermoundtx.swagit.com/play/11132017-1514>, Item E3, Planning and Zoning, 11/13/2017.

BOARD REVIEW/CITIZEN FEEDBACK: The Transportation Commission review and recommended removing this section of Lake Forest Boulevard by a vote of 5 to 1. The Planning and Zoning Commission recommended approval this section of Lake Forest Boulevard by a vote of 6 to 0. A couple of the Planning and Zoning Commissioners gave feedback that they felt the new cross section should be a Local Commercial street.

ALTERNATIVES/OPTIONS: Remove this section of Lake Forest Boulevard; keeping it as is; or changing it to a different cross section

LEGAL REVIEW: Rob Allibon of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the ordinance as to form and legality.

ATTACHMENTS:

1. Planning and Zoning Commission Agenda Item.
2. Ordinance

DRAFT MOTION: Move to approve Master Plan Amendment (MPA17-0011 – Lake Forest Thoroughfare Plan Amendment) to amend Section 7.0, Thoroughfare Plan, by removing the section of Lake Forest Boulevard between Lakeside Parkway and Silveron Boulevard from the Town's Thoroughfare Plan, and adopt an ordinance providing for said amendment.



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 3

DATE: November 13, 2017

FROM: Matthew J. Hotelling, P.E., PTOE, Traffic Engineer

ITEM: **Public Hearing to consider a request for a Master Plan Amendment (MPA17-0011 – Lake Forest Boulevard Thoroughfare Plan Amendment) to amend Section 7.0, Thoroughfare Plan, by removing the section of Lake Forest Boulevard between Lakeside Parkway and Silveron Boulevard from the Town’s Thoroughfare Plan. The roadway is generally located east of Long Prairie Road, south of Lakeside Parkway and north of Silveron Boulevard. (The Transportation Commission recommended approval by a vote of 5 to 1 at its September 12, 2017, meeting.)**

I. ITEM SUMMARY

This application has been reviewed by DRC and has been found to be in conformance with all applicable Town regulations. The Transportation Commission packet for this case and associated attachments are included with this item (Attachment A.1).

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

This application was presented to the Transportation Commission (TRC) on September 12, 2017. The details of the request and staff report are contained in Attachment A.1. The video of the meeting can be viewed at:

<http://flowermoundtx.swagit.com/play/09122017-1595> (Item F.)

A. Thoroughfare Plan Amendment

Section 7.0 of the Master Plan contains the Thoroughfare Plan for the Town. This particular requested amendment concerns the section of Lake Forest that is south of Lakeside Parkway and north of Silveron Boulevard. The current Thoroughfare Plan has this section of Lake Forest Boulevard as an Urban Minor Arterial (UMA). An UMA is a 4-lane divided roadway in 90 feet of Right of Way (ROW) with a median. This area of Lake Forest Boulevard was reviewed at the request of The Point Development. A traffic impact analysis (TIA) was conducted to determine whether or not this section of Lake Forest needed to remain as an UMA or could be something different. The results of the TIA indicate that this section of Lake Forest Boulevard, while being an important connection that should remain between Lakeside Parkway and Silveron Boulevard, could be removed from the Thoroughfare Plan. The recommendation of the TIA is that Lake Forest Boulevard, since it will be serving only local traffic, could be reduced to a typical mutual access easement between all of the properties. In order for that to happen, the ROW northern section of Lake Forest that has been dedicated to the Town would need to be

abandoned as ROW and converted to mutual access easements for access to the adjacent properties.

This change would allow for more developable area along both sides of Lake Forest and eliminate the need to dedicate any ROW from the remaining undeveloped parcels. An alternative would be to keep a Local Commercial street in place of the UMA from Lakeside Parkway to Silveron Boulevard. This new section would serve all of the adjacent properties, maintain connectivity as recommended by the TIA, but also have ROW dedication and associated setbacks that would not be required of a mutual access easement. There would be no need to abandon any ROW for the Local Commercial option.

III. CORRESPONDENCE

The Town Code requires both public notice in a newspaper of general circulation (Denton Record Chronicle) and notification of the property owners within 200 feet of the subject property for all Master Plan amendment requests. Any correspondence received after this packet is posted will be handed out at the Planning and Zoning Commission meeting. To date, no correspondence has been received.

IV. ATTACHMENTS

A. Background Information

1. Transportation Commission Agenda Item F, September 12, 2017

**TRANSPORTATION COMMISSION AGENDA ITEM NO. 2****REGULAR ITEM**

DATE: September 11, 2017

FROM: Matthew J. Hotelling, P.E., PTOE, Traffic Engineer

ITEM: **Consider a recommendation regarding a Thoroughfare Plan Amendment for the section of Lake Forest Boulevard south of Lakeside Parkway to Silveron Boulevard to the Town Council.**

BACKGROUND INFORMATION: This item is to consider changes to the Master Transportation Plan, more specifically the Thoroughfare Plan regarding Lake Forest Boulevard between Lakeside Parkway and Silveron Boulevard. A copy of the existing Thoroughfare Plan is included as attachment 1. This section of Lake Forest Boulevard was originally connected on the Thoroughfare Plan to the other section of Lake Forest Boulevard north of Aberdeen Drive. With the construction of the two Lewisville Independent School District at the intersection of Aberdeen/Lake Forest/Spinks intersection and the warehouse district to the south of Spinks where truck traffic was a concern on Spinks Road, the portion of Lake Forest to the south of Lakeside Parkway was split from the northern sections. The southern section remained on the Thoroughfare Plan, as it was uncertain what the development was going to occur in this area. This is master planned as the Lakeside Business District.

Currently there is a proposed development called The Point development that is the catalyst for this proposed Thoroughfare Plan change. As part of this development, the request was made to reanalyze this section of Lake Forest Boulevard to determine if the Urban Minor Arterial (UMA) shown on the Thoroughfare Plan was the appropriate designation for this street. An UMA is a 4 lane divided arterial street with a 90 foot right of way (ROW).

One of the results of the The Point development was a traffic impact analysis (TIA) to look at both the proposed development and an analysis of Lake Forest. An excerpt from the TIA is included as attachment 2. The proposed development was included in the model run and Kimley Horn and Associates (KHA), who maintains the Town's Transportation Model was used for the TIA and the Thoroughfare Plan analysis. A representative from KHA will be available at the meeting if the Commission has questions as regarding the modeling results.

The results of the TIA were that with the discontinuity of Lake Forest to the north of Lakeside Parkway, that the majority of the traffic on Lake Forest would be only local traffic. Therefore, it is the recommendation of the TIA that this section of Lake Forest could be reduced from an UMA to a simple mutual access easement between all of the existing properties. It does not recommend that the roadway could be eliminated altogether. This would allow for this ROW to be returned to the adjacent property owners and completely removed from the Town's maintenance responsibilities. There would need to be utility easements to incorporate existing franchise utilities and any Town utilities that may be within the existing ROW. The intersection of Lake Forest and Lakeside Parkway would still need to be centered on the driveway to the north.

ALTERNATIVES/OPTIONS: Leave Lake Forest on the Thoroughfare Plan as it or a different cross section.

FISCAL IMPACT: N/A

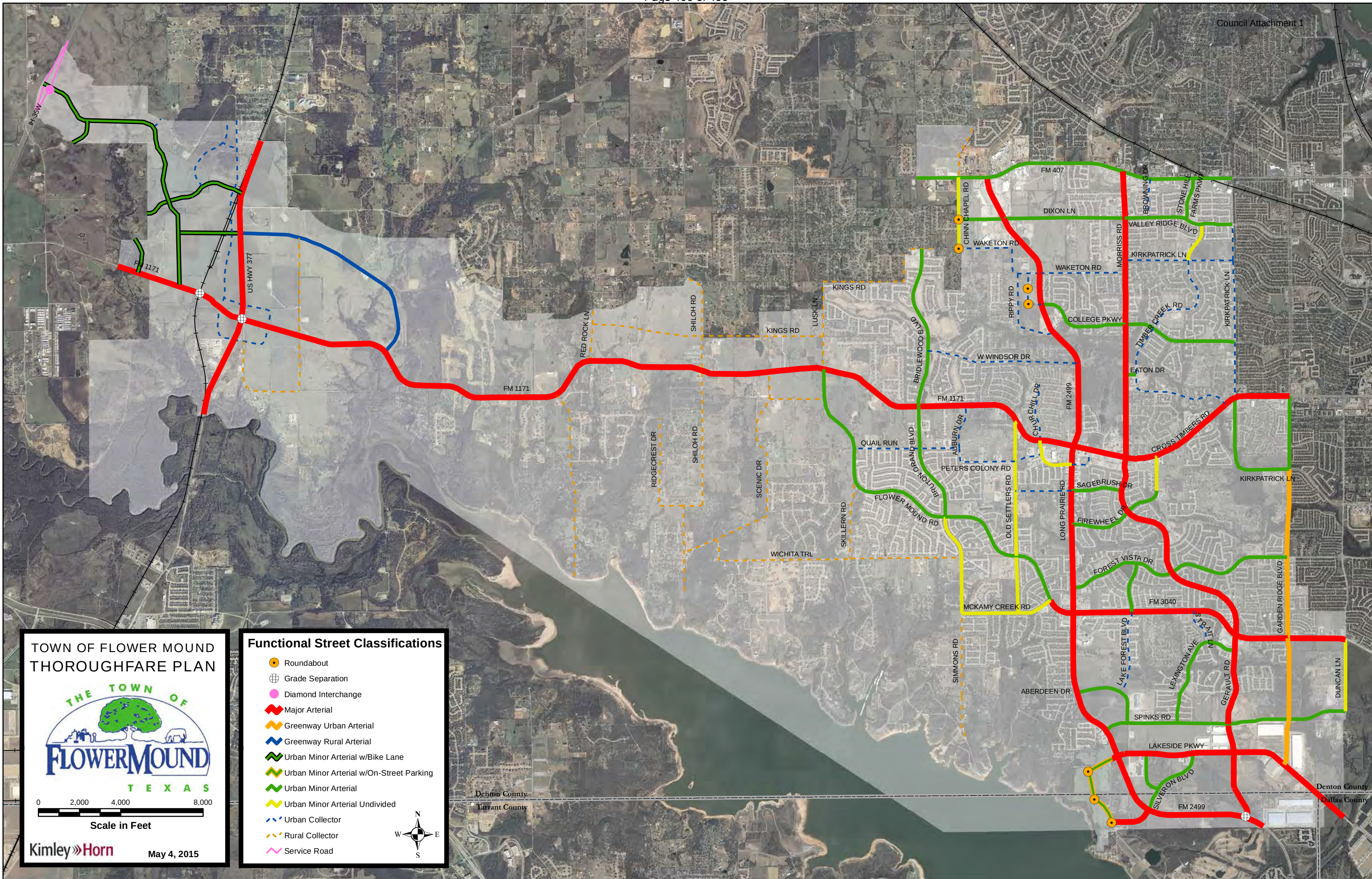
LEGAL REVIEW: N/A

ATTACHMENTS:

1. Existing Thoroughfare Plan
2. Excerpt from The Point Traffic Impact Analysis

RECOMMENDATION: Move to recommend that Lake Forest south of Lakeside Parkway to Silveron Boulevard be removed from the Thoroughfare Plan.

Council Attachment 1



TOWN OF FLOWER MOUND
THOROUGHFARE PLAN

0 2,000 4,000 8,000
Scale in Feet

KimleyHorn May 4, 2015

Functional Street Classifications

- Roundabout
- Grade Separation
- Diamond Interchange
- Major Arterial
- Greenway Urban Arterial
- Greenway Rural Arterial
- Urban Minor Arterial w/Bike Lane
- Urban Minor Arterial w/On-Street Parking
- Urban Minor Arterial
- Urban Minor Arterial Undivided
- Urban Collector
- Rural Collector
- Service Road

Denton County
Tarrant County

Denton County
Dallas County

Table 12. Lakeside Parkway Thoroughfare Capacity Analysis

Scenario	Direction	Lane Capacity	AM Peak Hour			PM Peak Hour		
			Volume	V/C Ratio	LOS	Volume	V/C Ratio	LOS
Existing (2017)	EB	1,400	499	0.36	Acceptable	556	0.40	Acceptable
	WB	1,400	168	0.12	Acceptable	496	0.35	Acceptable
	Two-Way	2,800	667	0.24	Acceptable	1,052	0.38	Acceptable
Build Out Background (2022)	EB	1,400	608	0.43	Acceptable	676	0.48	Acceptable
	WB	1,400	204	0.15	Acceptable	604	0.43	Acceptable
	Two-Way	2,800	812	0.29	Acceptable	1,280	0.46	Acceptable
Build Out Total (2022)	EB	1,400	624	0.45	Acceptable	690	0.49	Acceptable
	WB	1,400	225	0.16	Acceptable	640	0.46	Acceptable
	Two-Way	2,800	849	0.30	Acceptable	1,330	0.48	Acceptable

Thoroughfare Plan Impact Analysis

Currently, the Town of Flower Mound's Thoroughfare Plan shows a proposed thoroughfare extension of Lake Forest Boulevard from Home Depot Drive to Silveron Boulevard. The Point development will affect this connection. A Travel Demand Model was originally used to develop the Town's Thoroughfare Plan. This model shows that most traffic projected on Lake Forest Boulevard between Silveron Boulevard and Lakeside Parkway is local traffic for development like The Point. Minimal traffic is projected to use Lake Forest Boulevard to travel from Silveron Boulevard to Lakeside Parkway. In addition, past iterations of the Thoroughfare Plan showed Lake Forest Boulevard extending further north. As the Town has developed, several of these segments have been removed or downgraded, reducing the emphasis on Lake Forest Boulevard as primary north-south connection in the Town. Based on these considerations, it is anticipated that downgrading the Lake Forest Boulevard extension from a thoroughfare facility to a mutual access drive would have minimal impact to the traffic network assuming efficient connectivity is maintained between the proposed development and Lakeside Parkway and Silveron Boulevard.

Auxiliary Lane Analysis

Turn lane requirements at the study intersections were based on the Town of Flower Mound's *Design Criteria* (April 2010). Based on the criteria, right-turn deceleration lanes will be required at all driveways served by a median opening and all driveways with a projected peak-hour right-turn entering volume of 50 vehicles or more. Also, right turn deceleration lanes will be required at any intersection of collectors and arterials as shown on the Town of Flower Mound Thoroughfare Plan.

TxDOT's Access Management Manual was used to provide reference criteria for auxiliary lanes on FM 2499. According to Table 2.3, *Auxiliary Lane Thresholds*, a right-turn deceleration lane must be considered on roadways with a posted speed greater than 45 mph if the projected right-turn volume into the driveway is greater than 50 vehicles per hour.

Based on the above criteria, the following are the recommendations for auxiliary lanes at the intersections:

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

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 7.0 THOROUGHFARE PLAN OF THE MASTER PLAN BY AMENDING ORDINANCE NO. 24-01, IN PART, WHICH ADOPTED THE MASTER PLAN, THROUGH THE AMENDMENT OF SECTION 7.0 THOROUGHFARE PLAN BY CHANGING THE DESIGNATION OF LAKE FOREST BOULEVARD BETWEEN LAKESIDE PARKWAY AND SILVERON BOULEVARD BY REMOVING IT FROM THE THOROUGHFARE PLAN MAP ATTACHED TO SAID SECTION 7.0 AS AN APPENDIX, REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 27, 1999 the Town Council of the Town of Flower Mound adopted the Land Use Plan component of the Master Plan 2001; and

WHEREAS, on March 19, 2001, the Town Council of the Town of Flower Mound adopted all nineteen component plans specifically including the Land Use Plan, together with all amendments thereto, by Ordinance No. 24-01 as a component to Flower Mound Master Plan 2001; and

WHEREAS, The Town of Flower Mound Master Plan 2001, which document has been updated and amended from time to time and is now known and referred to simply as the Master Plan, establishes and articulates a community based vision to: preserve the country atmosphere and natural environment that makes Flower Mound a unique and desirable community; mitigate the ill effects of rapid and intense urbanization; create a balanced tax base to ensure the Town's long-term economic health and prosperity; and ensure all development is of enduring and exemplary quality; and

WHEREAS, after public notice and public hearing as required by law, and upon due deliberation and consideration of the recommendation of the Planning and Zoning Commission and of all testimony and information submitted during said public hearings, the Town Council of the Town of Flower Mound, Texas, has determined that it is in the public's best interest and in support of the health, safety, morals, and general welfare of the citizens of the Town of Flower Mound that Section 7.0 Thoroughfare Plan of the Master Plan of the Town of Flower Mound, Texas, be amended as more particularly set forth herein-below.

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

ORDINANCE NO. _____

PAGE 2**SECTION 1**

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

SECTION 2

From and after the effective date of this Ordinance, Section 7.0 Thoroughfare Plan of the Master Plan is hereby amended by amending the Thoroughfare Plan Map, attached as an Appendix to said Section 7.0, by removing Lake Forest Boulevard between Lakeside Parkway and Silveron Boulevard from the Thoroughfare Plan.

SECTION 3

This Ordinance shall be cumulative of all provisions of ordinances of the Town of Flower Mound, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 4

It is hereby declared to be the intention of the Town 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 any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since same would have been enacted by the Town Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section, and said remaining portions shall remain in full force and effect.

SECTION 5

This Ordinance shall take effect and be in full force from and after its passage and publication, as provided by the Revised Civil Statutes of the State of Texas and the Home Rule Charter of the Town of Flower Mound, Texas.

ORDINANCE NO. _____

PAGE 3

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 20TH DAY OF NOVEMBER, 2017.

APPROVED:

Thomas E. Hayden, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 13

REGULAR ITEM

DATE: November 20, 2017

FROM: Matthew Woods, Director of Environmental Services

ITEM: **Public Hearing to consider a request to amend the Land Development Regulations (LDR17-0003 – Tree Ordinance Amendment) by amending Section 94-38, entitled “Per-caliper inch cash value; replacement trees,” of Chapter 94, entitled “Trees,” of the Town’s Code of Ordinances. *(The Environmental Conservation Commission recommended approval by a vote of 6 to 0 at its November 7, 2017, meeting. The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its November 13, 2017, meeting.)***

BACKGROUND INFORMATION: During the Special Session of the 85th Texas Legislative Session, House Bill 7 which established requirements related to municipal tree regulations was approved and then signed into law. Municipal tree regulations that include a mitigation fee for tree removals are now required to provide a process for tree planting credits. Although the impact to the Town’s Tree Ordinance, Chapter 94 “Trees”, is minimal, the Tree Ordinance will need to be amended to address the changes made to the Texas Local Government Code.

The new Section 212.905 of the Local Government Code requires the Town to amend its ordinance to include the tree planting credit process outlined in House Bill 7 for residential and commercial development applications. The new credit standards will allow a developer to apply for a credit of 40% of the mitigation fee for commercial projects and 50% of the mitigation fee for residential projects if the developer plants additional mitigation trees in compliance with both Chapter 94 “Trees” and the planting standards established in the new legislation. There are additional standards or requirements within the legislation; however, they either do not require an amendment to the Town’s ordinance and/or are already addressed within the Town’s ordinance.

BOARD REVIEW/CITIZEN FEEDBACK: This amendment was considered by the Environmental Conservation Commission (ECC) at its November 7, 2017, meeting and the Planning and Zoning Commission at its November 13, 2017, meeting. The ECC and Planning and Zoning Commission recommended approval of the requested amendment. A link to the meetings can be found at: <https://tx-flowermound.civicplus.com/index.aspx?NID=969>

ALTERNATIVES/OPTIONS: N/A.

LEGAL REVIEW: James Donovan of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the ordinance as to form and legality.

ATTACHMENTS:

1. Draft Ordinance
2. House Bill No. 7
3. Chapter 94 “Trees”

DRAFT MOTION: Move to approve an ordinance to amend the Land Development Regulations (LDR17-0003 – Tree Ordinance Amendment) by amending Section 94-38, entitled “Per-caliper inch cash value; replacement trees,” of Chapter 94, entitled “Trees,” of the Town’s Code of Ordinances.

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 94-38 "PER-CALIPER-INCH CASH VALUE; REPLACEMENT TREES." OF ARTICLE IV, "PERMITS, MITIGATION, PENALTIES, AND INCENTIVES," OF CHAPTER 94 OF THE TOWN'S CODE OF ORDINANCES BY ADDING TREE MITIGATION FEE CREDIT ALLOWANCES PURSUANT TO SECTION 212.905 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council previously adopted Chapter 94 to the Code of Ordinances establishing comprehensive regulations for the removal, preservation, and mitigation of trees in conjunction with the development of real property within in the Town; and

WHEREAS, the Town has imposed tree removal mitigation fees to encourage the planting and preserving of trees whenever real property is developed within the Town; and

WHEREAS, the Texas Legislature has recently passed House Bill No. 7, creating Section 212.905 of the Texas Local Government Code; and

WHEREAS, Section 212.905 of the Texas Local Government Code requires that Texas municipalities provide for a tree removal mitigation fee credit for planted trees if the local government charges a mitigation fee for tree removal; and

WHEREAS, the Town Council desires to continue to charge a tree removal mitigation fee and therefore desires to add an allowance for a mitigation fee credit in conformance with state law.

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

SECTION 1

That Section 94-38 "Per-caliper-inch cash value; replacement trees" of Chapter 94 of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by to read as follows:

Sec. 94-38. Per-caliper-inch cash value; replacement trees; mitigation fee credit.

- (a) A per-caliper-inch cash value for replacement trees shall be set, and updated as necessary by the town council after review and recommendation by the environmental conservation commission. The per-caliper-inch cash value shall be used to calculate mitigation costs for authorized and unauthorized removals of protected, specimen, and historic trees. The tree preservation and enforcement officer or his authorized designee shall maintain a record of the current per-caliper-inch cash value of replacement trees.
- (b) Whenever a mitigation fee is imposed in accordance with this Chapter, a mitigation fee credit will be given for replacement tree(s), that are at least two inches in diameter at the point on the trunk 4.5 feet above ground, planted on the property for which the tree mitigation fee was assessed or property mutually agreed upon by the Town and the person. The calculation for the credit will be done in the same manner as the tree mitigation fee assessed against the person and be:
 - (1) 50 percent of the amount of the tree mitigation fee assessed against the person if:
 - (A) the property is a residential structure or pertains to the development, construction, or renovation of a residential structure; and
 - (B) the person is developing, constructing, or renovating the property not for use as the person's residence; or
 - (2) 40 percent of the amount of the tree mitigation fee assessed against the person if:
 - (A) the property is not a residential structure; or
 - (B) the person is constructing or intends to construct a structure on the property that is not a residential structure.

ORDINANCE NO.**PAGE 3**

(c) An application for a mitigation fee credit under Subsection (b) must be done in conjunction with an application for a tree removal permit as prescribed within this Chapter.

SECTION 2

It is hereby declared to be the intention of the Town 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 any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since same would have been enacted by the Town Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section, and said remaining portions shall remain in full force and effect.

SECTION 3

All rights and remedies of the Town of Flower Mound are expressly saved as to any and all violations of the provisions of the Code of Ordinances as amended or revised herein, or any other ordinances affecting the matters regulated herein which 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 4

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

SECTION 5

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

SECTION 6

This Ordinance shall take effect and be in full force from and after the date of its passage and publication.

ORDINANCE NO.

PAGE 4

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _ TO _, ON THIS THE 20TH DAY OF NOVEMBER, 2017.

APPROVED:

Thomas E. Hayden, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

H.B. No. 7

AN ACT

relating to municipal regulation of the removal of trees on private property.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Subchapter Z, Chapter 212, Local Government Code, is amended by adding Section 212.905 to read as follows:

Sec. 212.905. REGULATION OF TREE REMOVAL. (a) In this section:

(1) "Residential structure" means:

(A) a manufactured home as that term is defined by Section 1201.003, Occupations Code;

(B) a detached one-family or two-family dwelling, including the accessory structures of the dwelling;

(C) a multiple single-family dwelling that is not more than three stories in height with a separate means of entry for each dwelling, including the accessory structures of the dwelling;
or

(D) any other multifamily structure.

(2) "Tree mitigation fee" means a fee or charge imposed by a municipality in connection with the removal of a tree from private property.

(b) A municipality may not require a person to pay a tree mitigation fee for the removed tree if the tree:

(1) is located on a property that is an existing

H.B. No. 7

one-family or two-family dwelling that is the person's residence;
and

(2) is less than 10 inches in diameter at the point on
the trunk 4.5 feet above the ground.

(c) A municipality that imposes a tree mitigation fee for
tree removal on a person's property must allow that person to apply
for a credit for tree planting under this section to offset the
amount of the fee.

(d) An application for a credit under Subsection (c) must be
in the form and manner prescribed by the municipality. To qualify
for a credit under this section, a tree must be:

(1) planted on property:

(A) for which the tree mitigation fee was
assessed; or

(B) mutually agreed upon by the municipality and
the person; and

(2) at least two inches in diameter at the point on the
trunk 4.5 feet above ground.

(e) For purposes of Subsection (d)(1)(B), the municipality
and the person may consult with an academic organization, state
agency, or nonprofit organization to identify an area for which
tree planting will best address the science-based benefits of trees
and other reforestation needs of the municipality.

(f) The amount of a credit provided to a person under this
section must be applied in the same manner as the tree mitigation
fee assessed against the person and:

(1) equal to the amount of the tree mitigation fee

H.B. No. 7

assessed against the person if the property is an existing one-family or two-family dwelling that is the person's residence;

(2) at least 50 percent of the amount of the tree mitigation fee assessed against the person if:

(A) the property is a residential structure or pertains to the development, construction, or renovation of a residential structure; and

(B) the person is developing, constructing, or renovating the property not for use as the person's residence; or

(3) at least 40 percent of the amount of the tree mitigation fee assessed against the person if:

(A) the property is not a residential structure; or

(B) the person is constructing or intends to construct a structure on the property that is not a residential structure.

(g) As long as the municipality meets the requirement to provide a person a credit under Subsection (c), this section does not affect the ability of or require a municipality to determine:

(1) the type of trees that must be planted to receive a credit under this section, except as provided by Subsection (d);

(2) the requirements for tree removal and corresponding tree mitigation fees, if applicable;

(3) the requirements for tree-planting methods and best management practices to ensure that the tree grows to the anticipated height at maturity; or

(4) the amount of a tree mitigation fee.

H.B. No. 7

1 (h) A municipality may not prohibit the removal of or impose
2 a tree mitigation fee for the removal of a tree that:

3 (1) is diseased or dead; or

4 (2) poses an imminent or immediate threat to persons
5 or property.

6 (i) This section does not apply to property within five
7 miles of a federal military base in active use as of December 1,
8 2017.

9 SECTION 2. The changes in law made by this Act apply only to
10 a tree mitigation fee assessed by a municipality on or after the
11 effective date of this Act.

12 SECTION 3. This Act takes effect December 1, 2017.

H.B. No. 7

President of the Senate

Speaker of the House

I certify that H.B. No. 7 was passed by the House on July 28, 2017, by the following vote: Yeas 130, Nays 9, 1 present, not voting; and that the House concurred in Senate amendments to H.B. No. 7 on August 15, 2017, by the following vote: Yeas 119, Nays 23, 1 present, not voting.

Chief Clerk of the House

I certify that H.B. No. 7 was passed by the Senate, with amendments, on August 15, 2017, by the following vote: Yeas 17, Nays 14.

Secretary of the Senate

APPROVED: _____
Date

Governor

Chapter 94 - TREES^{[1](#)}

Footnotes:

--- (1) ---

Editor's note— Ord. No. 63-08, § 3, adopted Oct. 6, 2008, repealed the former Ch. 94, Art. I, Art. II, Div. 1, Subdiv. I, Subdiv. II, §§ 94-71—94-73, Subdiv. III, §§ 94-91—94-94, Div. 3, §§ 94-121—94-128, Div. 4, Subdiv. I, §§ 94-151—94-156, Subdiv. II, §§ 94-181—94-183, Subdiv. III, §§ 94-201, 94-202, Subdiv. IV, §§ 94-221, 94-222, Subdiv. V, §§ 94-241, 94-242 and enacted a new Ch. 94 as set out herein. The former Ch. 94 pertained to vegetation and derived from Code 1989, ch. 12, § 5.03(e)(1)—(e)(8), ch. 12, §§ 5.08(a)—(d), ch. 12, §§ 5.08(e)(1)—(e)(3), ch. 12, § 5.08(f)(1), (f)(2), ch. 12, §§ 5.08(g)(1), (g)(2), ch. 12, §§ 5.08(h)—(k), ch. 12, § 6.15(a)(1), (2), ch. 12, §§ 6.15(b)(1)—(b)(3), ch. 12, § 6.15(c); Ord. No. 12-00, §§ 2, 6, 2-17-2000; Ord. No. 101-02, § 1, 12-16-2002.

ARTICLE I. - GENERALLY

Sec. 94-1. - Purpose.

The terms and provisions of this chapter are intended to accomplish the following public purposes:

- (1) Establish rules and regulations for the protection and preservation of native and/or established trees within the town.
- (2) Encourage the preservation and replacement of the town's tree canopy by establishing a 35 percent canopy goal for the town as outlined in guidelines established by "American Forests," the nation's oldest nonprofit citizens' conservation organization.
- (3) Encourage the protection of healthy trees and provide for the replacement and/or replanting of trees that are necessarily removed during construction, development or redevelopment.
- (4) Provide for the preservation and protection of larger native and/or established trees, which provide a valuable amenity to the urban environment and which, once destroyed, can only be replaced after generations, if at all.
- (5) Provide for shade, windbreaks and the cooling of air; thereby, reducing the requirements for air conditioning and heating and the utilization of scarce energy sources.
- (6) Provide for open space and more efficient drainage of land; thereby, reducing the effects of soil erosion and the need for additional drainage facilities.
- (7) Reduce the clear-cutting of land.
- (8) Preserve the country atmosphere and natural environment that define the community character of the town and make it a unique and desirable community.
- (9) Mitigate the ill effects of rapid and intense urbanization.

(Ord. No. 63-08, § 3(94-1), 10-6-2008)

Sec. 94-2. - Applicability of chapter provisions.

The terms and provisions of this chapter shall apply to real property within the town's corporate limits and extraterritorial jurisdiction as follows:

- (1) All real property upon which any protected, specimen, or historic tree is located, excluding property that has already been developed for single-family and two-family residential uses.
- (2) All vacant and undeveloped real property.
- (3) All real property to be subdivided or re-subdivided, including record plats and replats.
- (4) The yard areas of all developed property, excluding property already developed for single-family and two-family residential uses.

(Ord. No. 63-08, § 3(94-2), 10-6-2008)

Secs. 94-3—94-12. - Reserved.

ARTICLE II. - MEASUREMENT

Sec. 94-13. - Landscape, nursery, or replacement trees.

Unless specified otherwise, tree caliper (diameter) or circumference shall be measured at a height of 12 inches above ground level. The caliper of multi-trunk trees shall be measured by determining the diameter or circumference of the largest trunk at full caliper added to one-half of the diameter or circumference of each remaining trunk, measured at a height of 12 inches above ground level.

(Ord. No. 63-08, § 3(94-3), 10-6-2008)

Sec. 94-14. - Existing, established, and/or native trees.

The caliper or circumference of existing, established, and/or native trees shall be measured in accordance with the measuring rules and procedures as developed and updated by the Texas Forest Service. A copy of these procedures shall be made available for review in the office of the tree preservation and enforcement officer. The current procedure is outlined below.

- (1) *Caliper width or circumference.*

General rule: Measure the smallest trunk caliper width or circumference between the diameter at breast height ("DBH") point (4.5 feet) and the ground, but below the lowest fork. Also record the height above the ground, in inches, where the measurement was taken.

- (2) *Determining DBH point.*

Tree on slope: Measure up 4.5 feet along the axis of the trunk on both the high and low sides of the trunk; DBH point is midway between these two planes.

Leaning tree: Measure 4.5 feet along both the top and under sides of the trunk; DBH point is midway between these two planes.

Low branches: When determining where on the trunk to measure circumference, ignore portions of the tree that do not form part of the tree's crown, such as dead branches or forks, and epicormic sprouts.

Obstruction at DBH: If there is a bump, burl, branch, or other obstruction at the DBH point, measure the circumference of the trunk above and below the obstruction and record the smaller value. A buttress that forms between the trunk and root system as a natural feature of the species (e.g.—bald cypress, water tupelo) should not be considered an obstruction.

- (3) *Multiple trees.* In practice, it must be determined whether a tree has a single trunk, or whether it represents two or more stems growing very close to one another. Trunks that have clear separation or included bark at or near the ground line should be considered separate trees; trunks of different species should also be considered separate stems, no matter how closely aligned. When following the measurement rules above, if the point below the lowest fork places the measurement at the ground line, the stems should be considered and measured as separate.

(Ord. No. 63-08, § 3(94-4), 10-6-2008)

Secs. 94-15—94-20. - Reserved.

ARTICLE III. - PRESERVATION

Sec. 94-21. - Tree designations.

Protected, specimen, and historic trees, except as specified in this section, shall possess the following respective characteristics or criteria:

- (1) *Protected trees.* Any tree listed on the small, medium, or large protected tree lists in section 94-22 that measures six inches in caliper width or greater and which is at least ten feet in height and located outside of existing public streets, alleys, rights-of-way, utility easements, drainage easements, fence easements, pedestrian access easements, or other existing public rights-of-way or easements.
- (2) *Specimen tree.* Except as specified in this section, any tree listed on the town's small, medium, or large protected tree lists can be considered a specimen tree if it reaches the designated size for that list. For the small tree list, a specimen tree shall be any tree that measures 13 inches or more in caliper width. For the medium tree list, a specimen tree shall be any tree that measures 19 inches or more in caliper width. For the large tree list, a specimen tree shall be any tree that measures 25 inches or more in caliper width. All measurements shall be taken in accordance with the measuring rules and procedures as outlined and maintained by the Texas Forest Service. These procedures are outlined in section 94-14 of this chapter. In addition to the provisions of this subsection, a specimen tree shall be any other tree that has been designated by the town council, upon recommendation by the environmental conservation commission, after public hearing and due notice to the owner of the tree, to be of high value because of its type, size, age or other relevant criteria. Specimen trees shall not be regulated as protected trees. Specific requirements are set forth in this chapter regarding specimen trees.

Post oak trees shall receive a separate designation and specimen size classification of 22 inches or more in caliper width as listed within section 94-22.

- (3) *Historic tree.* Upon recommendation by the environmental conservation commission, a historic tree shall be any tree that has been designated by the town council, after public hearing and due notice to the owner of the tree, as a tree of notable historical interest and value to the town because of its location or historical association with the community. A listing and map of all designated historic trees shall be maintained and updated by the tree preservation and enforcement officer or authorized designee and made available to the public upon request. Historic trees are not dependant on or determined by diameter or caliper width as are protected and specimen trees. Specific requirements are set forth in this chapter regarding historic trees.

Subject to the review and approval of the tree preservation and enforcement officer or authorized designee, a protected or specimen tree shall not include any living tree that a registered arborist or landscape architect certifies in writing is injured, dying, diseased or infested with harmful insects; that is in danger of falling, interferes with utility service or creates unsafe vision clearance; in any manner creates a hazardous or

dangerous condition so as to endanger the public health, welfare or safety. Further, a protected tree shall not include any living tree that is identified on approved subdivision construction plans as necessary to be removed to comply with EPA storm water permitting requirements or FHA lot grading plans.

Subject to review and approval of the tree preservation and enforcement officer or authorized designee, a protected, specimen, or historic tree shall not include any tree that a registered arborist or landscape architect certifies in writing is dead.

(Ord. No. 63-08, § 3(94-5), 10-6-2008; [Ord. No. 62-16](#), § 2, 11-21-2016)

Sec. 94-22. - Protected tree lists.

- (a) *Generally.* The tree species lists contained in this section have been developed and will be periodically updated by the town's environmental conservation commission and shall be maintained and distributed to the public by the tree preservation and enforcement officer or authorized designee as guides for the identification and selection of tree species that meet the various standards and requirements of this chapter. Trees included on this tree species list were selected on the basis of one or more of the following criteria or factors: hardiness, resistance to disease, suitability relative to local climate and soil conditions, adaptability for transplantation, longevity, adaptability to various landscape conditions, resistance to drought, aesthetic qualities, shade provision, windbreak provision, and screening qualities.
- (b) *Lists of trees that are protected.* Unless otherwise specified in this chapter, only those tree species found on the following lists shall be subject to the preservation, protection and replanting requirements of this section.

Small Tree List

Common Name	Scientific Name
Carolina buckthorn	(Rhamnus caroliniana)
Yaupon holly	(Ilex vomitoria)
Possum haw	(Ilex deciduas)
Redbud	(Cercis species)
Texas buckeye	(Aesculus glabra variety arguta)
Chickasaw plum	(Prunus agustifolia)
Mexican plum	(Prunus mexicana)

Medium Tree List

Common Name	Scientific Name
Slippery elm	(Ulmus rubra)
Cedar elm	(Ulmus crassifolia)
Winged elm	(Ulmus alata)
Blackjack oak	(Quercus marilandica)
Persimmon species	(Diospyros species)
Chittamwood	(Bumelia languinosa)
Western soapberry	(Sapindus drummondii)
Sweetgum	(Luquidambar styraciflua)

Large Tree List

Common Name	Scientific Name
Shumard red oak	(Quercus shumardi)
Texas red oak	(Quercus texana)
Southern live oak	(Quercus virginiana)
Water oak	(Quercus nigra)
Bur oak	(Quercus macrocarpa)
Chinquapin oak	(Quercus muehlenbergii)
American elm	(Ulmus americana)
Pecans and hickories	(Cayra species)

Magnolia	(Magnolia grandiflora)
Bald cypress	(Taxodium distichum)
Pine species	(Pinus species)
Ash species	(Fraxinus species)
Sycamore	(Plantanus occidentalis)
Black walnut	(Juglans nigra)

Post Oak — 22" Specimen Size

Common Name	Scientific Name
Post oak	(Quercus stellata)

(Ord. No. 63-08, § 3(94-6), 10-6-2008; [Ord. No. 62-16](#), § 3, 11-21-2016)

Sec. 94-23. - Tree survey; development projects.

Tree surveys are required to accompany an application for a development plan, site plan, record plat, replat, oil and gas well drilling permit, oil and gas pipeline permit, tree removal permit, or tree transplanting permit. A tree survey may be required to accompany a zoning application or a master plan amendment if it is deemed necessary by the town's tree preservation and enforcement officer. Each tree survey shall contain, but not be limited to, the following information/parts:

- (1) The location of all specimen trees and historic trees on the subject site.
- (2) The location of the trunk and the extent of the canopy spread of each specimen tree and historic tree on the subject site.
- (3) A table containing the following information for each specimen tree and historic tree:
 - a. Tree number;
 - b. Common and scientific name of each tree;
 - c. Diameter (DBH) of each tree measured in accordance with section 94-14 of this chapter;
 - d. General health/condition of each tree;
 - e. Average canopy spread;
 - f. Status (specimen or historic) of each tree;

- g. Whether each identified tree will remain or be removed; and
 - h. Location coordinates (northings and eastings, State Plane - NAD 1983) for each tree.
- (4) Each specimen tree and historic tree shall be affixed with a permanent tag bearing the corresponding number on the tree survey. This tag shall be placed on the trunk of the tree, between five and six feet in height on the south face of the tree's trunk.
 - (5) Each tree survey shall contain a count of all protected trees located on the property.
 - (6) Each tree survey shall contain a count of all protected trees that will be removed from the buildable area on the property. The phrase "buildable area" is defined in section 94-32 of this chapter.
 - (7) Protected trees designated for preservation shall be flagged in a distinguishing manner approved by the town for such purpose. In addition, those trees designated for removal shall be flagged in a different distinguishing manner as approved by the town.
 - (8) The tree survey must be signed, and stamped or sealed, by a certified arborist, certified forester, or a registered landscape architect. Each tree survey submitted shall contain one sheet of the tree survey as described above, one sheet with the tree survey data overlain with the site information, and one sheet with the site information overlain on an aerial photo for the site. The tree survey shall be on drawings measuring 24 inches by 36 inches and shall be drawn to a scale of no less than 100 feet to one inch, unless otherwise approved by the tree preservation and enforcement officer. When necessary the tree survey shall be on several sheets accompanied by an index sheet, showing the entire area of the survey. Necessary site information includes:
 - a. The location and dimensions of all existing or proposed public streets, alleys, rights-of-way, utility easements, drainage easements, fence easements, pedestrian access easements or other public rights-of-way or easements;
 - b. The location and dimensions of the designated parking area and designated stockpile area required in this subdivision and of any site proposed or anticipated to be proposed for a temporary batching plant permit; and,
 - c. The location of all existing or proposed property lines, lot lines, building lines, setback and yard requirements, any proposed building footprint or floor plan, and other special relationships or significant features of the proposed development plan, record plat or site plan of the development.
 - d. The location of designated upland, riparian habitat, and FEMA floodplain, if identified through an environmentally sensitive area survey and subsequent environmental protection plan, as defined in the town's SMARTGrowth Program and Analysis Manual.

(Ord. No. 63-08, § 3(94-7), 10-6-2008; [Ord. No. 62-16](#), § 4, 11-21-2016)

Sec. 94-24. - Tree survey; residential lots.

Tree surveys are required to accompany an application for a building permit for the construction of homes on undeveloped residential lots. For lots that are one acre in size or larger, the tree survey shall be completed as described in section 94-23 of this chapter. For lots that are less than one acre in size, the tree survey shall contain, but not be limited to, the following information/parts:

- (1) A site plan showing: The location and configuration of the proposed house/structure, all required setbacks, sidewalks, driveway locations, porches, etc.
- (2) Further, the site plan shall show the location of all specimen or historic trees located on the site.
- (3) The survey shall depict the location of the trunk and the extent of the canopy spread of each specimen or historic tree.

- (4) A table (spreadsheet) shall be supplied containing the common name, caliper width (DBH), and tree number of each specimen tree and historic tree shown on the site plan/tree survey. All measurements shall be in accordance with section 94-14 of this chapter.
- (5) A count of all protected trees on the site and all protected trees proposed for removal shall be included on the tree survey.

(Ord. No. 63-08, § 3(94-8), 10-6-2008)

Secs. 94-25—94-30. - Reserved.

ARTICLE IV. - PERMITS, MITIGATION, PENALTIES, AND INCENTIVES

Sec. 94-31. - Generally.

No person, directly or indirectly, shall cut down, destroy, remove or effectively destroy through damaging any protected, specimen, or historic tree on any real property within the town without first obtaining a tree removal permit as required in the terms and provisions of this article. Further, the replanting of any protected, specimen, or historic tree requires a tree replanting permit in accordance with the terms and provisions of this article.

(Ord. No. 63-08, § 3(94-9), 10-6-2008)

Sec. 94-32. - Trees located in a buildable area.

The phrase "buildable area" shall mean and include all of a commercial or residential building lot, oil and gas pad site, development site or other site, excluding the fully developed FEMA floodplain as defined in section 90-403 and required street/landscaping buffer areas. Trees located within TXDOT rights-of-way are exempt from the terms and provisions of this chapter.

(Ord. No. 63-08, § 3(94-10), 10-6-2008; [Ord. No. 62-16](#), § 5, 11-21-2016)

Sec. 94-33. - Tree transplanting permit.

An application for a tree transplanting permit for protected trees located on undeveloped property or developed nonresidential property within the town may be submitted at any time and need not be submitted in conjunction with a development plan or record plat or a building permit. Tree transplanting permits shall be obtained by making application to the town's tree preservation and enforcement officer or authorized designee on forms prescribed by the town when a protected tree is proposed to be transplanted within the town. No fee shall be charged to make application for a tree transplanting permit. The application shall also be accompanied by a written document indicating the reasons for transplanting the protected tree and two copies of a legible tree survey. The tree survey should be prepared in accordance with section 94-24 of this chapter.

Upon receipt of a proper application for a tree transplanting permit, the town's tree preservation and enforcement officer or authorized designee shall review the application and may conduct field inspections of the site or development and/or refer the permit application to other departments for review and recommendations as deemed necessary and appropriate by the town manager or authorized designee. The application for a tree transplanting permit shall be approved unless the town's tree preservation and enforcement officer or authorized designee determines that the proposed transplanting will unnecessarily damage or jeopardize the health of the trees proposed to be transplanted. A denial of an application for a tree transplanting permit by the tree preservation and enforcement officer or authorized designee may be

appealed to the environmental conservation commission. The decision of the environmental conservation commission regarding the appeal from the denial of such tree transplanting permit application shall be final.

(Ord. No. 63-08, § 3(94-11), 10-6-2008)

Sec. 94-34. - Tree removal permit.

Tree removal permits are required for the removal of protected trees located outside the buildable area of a lot or site, and for any specimen trees and historic trees that are intended for removal from a lot or site in conjunction with the development, redevelopment, subdivision and/or re-subdivision of real property within the town.

An application for a tree removal permit, when required, shall be submitted at the earliest point in the application process where entitlements and/or buildable area are established. The following outlines the process associated with tree removal permit applications.

- (1) Tree removal permit applications, when required, shall be submitted in conjunction with a zoning planned development (ZPD) or a development plan and shall be considered by the environmental conservation commission prior to the project proceeding to the planning and zoning commission. The application shall be placed on the same town council agenda for action as the ZPD or development plan; or
- (2) Tree removal permit applications, when required, shall be submitted in conjunction with site plans or record plats for the development of subdivisions of four lots or less where the construction of necessary infrastructure necessitates a tree removal permit, and shall be considered by the environmental conservation commission and acted upon by the town council prior to the site plan or record plat proceeding to the planning and zoning commission for approval; or
- (3) Tree removal permit applications, when required, shall be submitted in conjunction with the development of individual residential or nonresidential platted lots and shall be considered by the environmental conservation commission and acted upon by the town council prior to the issuance of a building permit.

No protected trees located outside the buildable area, specimen trees, or historic trees approved for removal in accordance with this chapter shall be removed from any building lot or site until:

- (1) Proper mitigation or replacement requirements have been determined and approved for the lot or site; and
 - (2) A preconstruction meeting has been held with proper town staff authorizing grading and construction activities to begin on the lot or site; and/or
 - (3) A building permit, where needed, has been issued for the lot or site.
- (a) *Tree removal permits for fewer than ten protected trees or four specimen trees.* A tree removal permit shall be obtained by making application to the town's tree preservation and enforcement officer or authorized designee on forms prescribed by the town. The application shall include the following:
- (1) A written document indicating the reasons for removal of the protected, specimen, or historic trees on the lot or site.
 - (2) Photographs of each tree requested for removal.
 - (3) Photographs of required signage on the site as described below.
 - (4) Two copies of a tree survey for the lot or site prepared as described in section 94-23 of this chapter.
- (b) *Tree removal permits for greater than ten protected trees or four specimen trees.* Applicants requesting to remove greater than ten protected trees or greater than four specimen trees, shall have the option

of requesting a comprehensive tree removal permit. The fee for this permit will be \$1,000.00. All other requirements and incentives remain unchanged.

- (c) A sign shall be placed on each separate lot or tract for which a tree removal permit is requested to inform the general public that an application for a tree removal permit has been filed relative to a protected, specimen, or historic tree.

- (1) The size of the signs shall be three feet by four feet.
- (2) The signs shall be made out of aluminum or corrugated plastic material.
- (3) The signs shall be mounted on stakes/poles.
- (4) The signs shall be visible from the street.
- (5) There shall be one sign for each street frontage.
- (6) The signs shall have a white background, with letters and borders being green in color. The signs shall state the following:

TOWN		OF		FLOWER		MOUND,		TX
A		TREE		REMOVAL				REQUEST
IS	BEING		MADE	ON	THIS			PROPERTY
FOR			INFORMATION					CALL

(Ord. No. 63-08, § 3(94-12), 10-6-2008)

Sec. 94-35. - Tree removal permit on property zoned agricultural district (A) uses.

No fee shall be charged to make application for a tree removal permit for the removal of protected trees located on real property having an agricultural zoning district classification. However, if within any 12-month period, tree removal permits for the removal of 20 or more protected trees are issued for the same agricultural property or tract, or any of its portions, the agricultural zoning district classification of such property cannot be changed, nor can an application for approval of a development plan, planned development or zoning amendment relative to such property be made, for a period of 60 months following the most recent 12-month period during which 20 or more protected trees were removed from such agricultural zoned property.

(Ord. No. 63-08, § 3(94-13), 10-6-2008)

Sec. 94-36. - Special provisions for agricultural district (A) uses.

Notwithstanding anything contained in this chapter to the contrary, for tracts zoned agricultural district (A) uses, the tree survey requirements contained in this article shall be limited in their application to proposed rights-of-way, easements and an area equal to 20 feet on any side of such rights-of-way and easements, provided that the applicant executes a development agreement with the town that all trees on the tract and outside of such areas, for the purposes of such agreement, are protected trees (regardless of their species or caliper width) and that the unauthorized removal of such trees shall result in the revocation of any previously approved development plan and record plat for a period of 60 months from the date of the most recent unauthorized removal of one or more trees from the subject property.

(Ord. No. 63-08, § 3(94-14), 10-6-2008)

Sec. 94-37. - Review of application.

- (a) An application for a tree removal permit for a protected tree located outside of the buildable area shall be accompanied by an administrative fee per tree proposed for removal in the amount listed in appendix A of this Code, not to exceed a total per permit application in an amount listed in appendix A of this Code. An application for a tree removal permit for a specimen tree, or historic tree shall be accompanied by an administrative fee per tree proposed for removal in the amount listed in appendix A of this Code. Upon receipt of a properly completed application accompanied by the appropriate fee, the tree preservation and enforcement officer or his authorized designee shall review the application and may conduct field inspections of the development and/or refer the permit application to other departments for review and recommendations as deemed necessary and appropriate by the tree preservation and enforcement officer or his authorized designee.
- (b) The application for a tree removal permit, if required, shall be considered an integral part of the application for development plan or site plan approval, or the application for an oil and gas well permit. No development plan or site plan for any development, or oil and gas well permit, subject to the terms and provisions of this subdivision, shall be approved without approval of such tree removal permit. It is further provided that if a property owner or developer does not submit a tree removal permit application prior to town approval of a development plan covering a particular site, then if a tree removal permit application for the site is submitted later, approval of the development plan may be revoked. In this event, a revised development plan must be submitted for review by the town.
- (c) The tree preservation and enforcement officer may approve, approve with conditions, or deny a request for a tree removal permit for protected trees located outside the buildable area of a lot or site, provided that the requested tree removal permit is for the removal of trees in a development district other than the Cross Timbers Conservation Development District. An appeal of the decision of the tree preservation and enforcement officer may be made to the Environmental Conservation Commission.
- (d) An application for a tree removal permit for specimen, historic, or protected trees located outside the buildable area of a lot or site within the Cross Timbers Conservation Development District or an application for a tree removal permit for specimen, or historic trees within all other districts shall be submitted to the environmental conservation commission for review and recommendation to the town council that the permit application be approved, approved with conditions or denied. The environmental conservation commission shall not recommend an application for a tree removal permit be approved or approved with conditions, unless the commission finds that the subject development, redevelopment, subdivision or re-subdivision cannot reasonably be developed, based on economic and/or practical considerations, without removal of the trees included in the permit application.
- (e) The environmental conservation commission's recommendation concerning an application for tree removal permit shall be reviewed by the town council. The town council may then approve the application, approve it with conditions, or deny the application; however, the town council may overturn the denial of an application for tree removal permit by the environmental conservation commission only upon a finding that the subject development, redevelopment, subdivision or re-subdivision cannot reasonably be developed, based on economic and/or practical considerations, without removal of the trees included in the permit application.
- (f) Approval for removal of a historic tree shall require a three-fourths majority vote of the environmental conservation commission and the town council, respectively.

(Ord. No. 63-08, § 3(94-15), 10-6-2008)

Sec. 94-38. - Per-caliper-inch cash value; replacement trees.

A per-caliper-inch cash value for replacement trees shall be set, and updated as necessary by the town council after review and recommendation by the environmental conservation commission. The per-caliper-inch cash value shall be used to calculate mitigation costs for authorized and unauthorized removals of protected, specimen, and historic trees. the tree preservation and enforcement officer or his authorized designee shall maintain a record of the current per-caliper-inch cash value of replacement trees.

(Ord. No. 63-08, § 3(94-16), 10-6-2008)

Sec. 94-39. - Mitigation requirements for authorized tree removal.

- (a) *Replacement trees required for the removal of protected trees located within the buildable area on a lot or site.* It shall be the responsibility of any person removing a protected tree located within the buildable area of a lot or site to replace each protected tree removed with one, two and one-half to three-inch caliper tree measured in accordance with section 94-13 of this chapter. Replacement trees shall be of a species listed on the town's approved mitigation and replacement tree planting list. Replacement trees shall have a minimum height of at least six feet, and shall be planted in locations approved by the tree preservation and enforcement officer or authorized designee. Acceptable locations shall include reforestation sites designated by the town. At the discretion of the tree preservation and enforcement officer or authorized designee, money in an amount equal to the per-caliper-inch cash value of the removed tree(s) may be paid to the town instead of providing the replacement trees required by this article. Any such payments shall be deposited in a special account or fund and used by the town to provide and/or support supplemental landscape plantings in public areas of the town and/or to support the administration and enforcement of the town's tree preservation regulations. A per-caliper-inch cash value for replacement trees shall be set by the town council in accordance with section 94-38 of this article.
- (b) *Mitigation of loss of habitat .* When any person seeks to develop property, rezone property, or amend the master plan regarding property, so that an application for a development plan, site plan, record plat, re-plat, oil and gas well drilling permit, oil and gas pipeline permit, tree removal permit, or tree transplanting permit is required by this chapter, and such person wishes to remove protected trees from an environmentally sensitive area (ESA), such as upland habitat and/or riparian habitat as defined in the town's SMARTGrowth Program and Analysis Manual, it shall be the responsibility of such person to mitigate the acreage of habitat lost or negatively impacted through either the payment to the town of mitigation fees or the planting of replacement trees included in the required environmental protection plan (EPP) for the development project, or a combination thereof that results in the required mitigation. This required habitat mitigation only applies to impacts to designated upland or riparian habitats. The mitigation for the removal of protected trees located outside of the designated habitats as established in an approved EPP is addressed in section 94-39(a). The monetary value of upland habitat and riparian habitat is set at \$15,000.00 per acre. Preservation incentives for upland and/or riparian habitat preserved within a project are established in section 94-40. At the discretion of the tree preservation and enforcement officer or authorized designee, money in an amount equal to the value of the removed habitat may be paid to the town instead of providing the replacement trees. Any such payments shall be deposited in a special account or fund and used by the town to provide and/or support supplemental landscape plantings in public areas of the town and/or to support the administration and enforcement of the town's tree preservation regulations.
- (c) *Replacement trees required for the removal of protected trees located outside the buildable area on a lot or site.* It shall be the responsibility of any person obtaining a tree removal permit for a protected tree located outside of the buildable area on a lot or site to provide replacement with trees having a total caliper width equivalent to one and one-half times that of the tree(s) to be removed. Total caliper width for replacement trees shall be calculated using measurements taken in accordance with section 94-14 of this chapter. For example, if a ten-inch protected tree is removed, then that tree must be replaced by trees having a total caliper width of 15 inches. This total caliper width could be satisfied by an approved combination of replacement trees to meet the required caliper width replacement. Replacement trees shall be of a species listed on the town's approved mitigation and replacement tree planting list. Such replacement trees shall be container-grown and each replacement tree shall have a minimum caliper width of two and one-half inches to three inches, measured in accordance with section 94-13 of this chapter. Replacement trees shall have a minimum height of at least six feet, and shall be planted in locations approved by the tree preservation and enforcement officer or his authorized designee. Acceptable locations shall include reforestation sites designated by the town. At the discretion of the tree preservation and enforcement officer or authorized designee, money in an amount equal to the per-caliper-inch cash value of the removed tree(s) may be paid to the town instead

of providing the replacement trees required by this article. Any such payments shall be deposited in a special account or fund and used by the town to provide and/or support supplemental landscape plantings in public areas of the town and/or to support the administration and enforcement of the town's tree preservation regulations. A per-caliper-inch cash value for replacement trees shall be set by the town council in accordance to section 94-38 of this chapter.

- (d) *Replacement trees required for the authorized removal of specimen trees.* It shall be the responsibility of any person obtaining a tree removal permit for a specimen tree to provide replacement trees having a total caliper width equivalent to two times that of the tree(s) to be removed. Total caliper width for replacement trees shall be calculated using measurements taken in accordance with section 94-14 of this chapter. Replacement trees shall be of a species listed on the town's approved mitigation and replacement tree planting list. Such replacement trees shall be container-grown and have a minimum caliper width of two and one-half inches to three inches, measured in accordance with section 94-13 of this chapter. Replacement trees shall have a minimum height of at least six feet, and shall be planted in a location approved by the tree preservation and enforcement officer or authorized designee. Acceptable locations shall include reforestation sites designated by the town. At the discretion of the tree preservation and enforcement officer or authorized designee, money in an amount equal to the per-caliper-inch cash value of the removed tree(s) may be paid to the town instead of providing the replacement trees required by this article. Any such payments shall be deposited in a special account or fund and used by the town to provide and/or support supplemental landscape plantings in public areas of the town and/or to support the administration and enforcement of the town's tree preservation regulations. A per-caliper-inch cash value for replacement trees shall be set by the town council in accordance to section 94-38 of this chapter.
- (e) *Replacement trees required for the authorized removal of historic trees.* It shall be the responsibility of any person obtaining a tree removal permit for a historic tree to provide replacement trees having a total caliper width equivalent to two and one-half times that of the tree(s) to be removed. Total caliper width for replacement trees shall be calculated using measurements taken in accordance with section 94-14 of this chapter. Replacement trees shall be of a species listed on the town's approved mitigation and replacement tree planting list. Such replacement trees shall be container-grown and have a minimum caliper width of two and one-half inches to three inches, measured in accordance with section 94-13 of this chapter. Replacement trees shall have a minimum height of at least six feet, and shall be planted in locations as approved by the tree preservation and enforcement officer or authorized designee. Acceptable locations shall include reforestation sites designated by the town. At the discretion of the tree preservation and enforcement officer or authorized designee, money in an amount equal to the per-caliper-inch cash value of the removed tree(s) may be paid to the town instead of providing the replacement trees required by this article. Any such payments shall be deposited in a special account or fund and used by the town to provide and/or support supplemental landscape plantings in public areas of the town and/or to support the administration and enforcement of the town's tree preservation regulations. A per-caliper-inch cash value for replacement trees shall be set by the town council in accordance to section 94-38 of this chapter.

Any fees or payments made to the town to satisfy the mitigation or replacement requirements of this article shall be paid at the time of a preconstruction meeting authorizing grading or construction activities to occur on the lot or site. In cases where a preconstruction meeting is not required, all fees or payments shall be made prior to the issuance of a building permit for the lot or site.

(Ord. No. 63-08, § 3(94-17), 10-6-2008; [Ord. No. 62-16](#), § 6, 11-21-2016)

Sec. 94-40. - Incentives for preservation of protected, specimen, and historic trees.

If any protected, specimen, or historic tree is preserved within an area that would otherwise be considered a buildable area, credit for preservation shall be given that will be counted toward the mitigation requirements for the removal of protected trees within the buildable area on a site or project. Such mitigation credits shall be given only for those trees whose critical root zones are left predominately in their natural state. No cutting, filling, or other construction related activities are allowed within the critical root zones of

trees eligible for mitigation credit unless otherwise approved in writing and in advance by the town. Existing trees that are preserved within required street yard landscaping areas shall be counted for credit toward the requirements of section 82-241 of this Code, street yard landscaping, provided that they are located within the street yard and/or parking area. Following is a list of credits available for the preservation of protected and specimen trees on a site or project, and a separate credit schedule for the preservation of protected and specimen post oak trees on a site or project.

- (1) One mitigation tree credit will be given for each protected tree preserved within a buildable area on a site or project.
- (2) The following schedule outlines tree credits that will be given for each specimen tree preserved within a buildable area on a site or project.

*Buildable Area Mitigation Specimen
Tree Credit Schedule*

Caliper Size (Diameter)	Tree Credits
13—18 inches	3
19—24 inches	4
25—30 inches	5
Greater than 30 inches	6

- (3) The following schedule outlines tree credits that will be given for each protected or specimen post oak tree preserved on a site or project and located outside of an ESA.

Post Oak Tree Credit Schedule

Post Oak Caliper Size (Diameter)	Tree Credits
6—12 inches	2
13—21 inches	4
22 inches and greater	6

- (4) Mitigation credits for preservation of protected trees within designated upland and/or riparian habitat will be given for each acre of habitat protected on a site or project.
- (5) For purposes of this section, one mitigation tree credit shall be the equivalent of the person developing the property providing one container-grown tree as provided in section 94-39 of a variety selected from the replacement tree list having a minimum caliper width of two and one-half inches to three inches, measured in accordance with section 94-13 of this chapter. In the event the tree preservation and enforcement officer or authorized designee approves the payment of money in an amount equal to the per-caliper-inch cash value of the removed tree(s) instead of providing the replacement trees required by this article, one mitigation tree credit shall be the equivalent of the per-caliper-inch cash value for a replacement tree having a minimum caliper width of two and one-half inches to three inches. However, no tree credits shall be allowed or permitted for trees that are dead, dying, diseased or infested with harmful insects (as determined by the tree preservation and enforcement officer or authorized designee), or for trees which have not been adequately protected using required tree protection measures, as defined in article V of this chapter, or which are otherwise likely to die (as determined by the tree preservation and enforcement officer or authorized designee); or trees that are not included on the protected tree list.

(Ord. No. 63-08, § 3(94-18), 10-6-2008; [Ord. No. 62-16](#), § 7, 11-21-2016)

Sec. 94-41. - Penalties for unauthorized removal of protected, specimen, and historic trees.

If any protected, specimen, or historic trees are removed from any real property without a tree removal permit, or if a protected, specimen, or historic tree is injured because of failure to follow required tree protection measures such that the tree dies or may reasonably be expected to die, the town shall have the authority to impose one or more of the following administrative and civil penalties on the developer and/or owner of the property:

- (1) A monetary penalty of \$250.00 per-caliper-inch of width of the protected tree(s) removed or damaged, payable to the town. A monetary penalty of \$500.00 per-caliper-inch of width of the specimen tree(s) removed or damaged, payable to the town. A monetary penalty of \$750.00 per-caliper-inch of width of the historic tree(s) removed or damaged, payable to the town. Funds paid to the town as tree removal penalties shall be deposited in a special account or fund and used by the town to provide and/or support supplemental landscape plantings in public areas of the town, and/or to support the administration and enforcement of the town's tree preservation regulations.
- (2) For each protected tree that is removed or damaged, replacement with new trees having a total tree caliper width equivalent to five times that of the removed or damaged tree(s). For each specimen tree that is removed or damaged, replacement with new trees having a total tree caliper width equivalent to ten times that of the removed or damaged tree(s). For each historic tree that is removed or damaged, replacement with new trees having a total tree caliper width equivalent to 15 times that of the removed or damaged tree(s). Replacement trees shall be of a species listed on the town's approved mitigation and replacement tree planting list. Such replacement trees shall be container-grown and have a minimum caliper width of two and one-half inches to three inches, measured in accordance with section 94-13 of this chapter. Replacement trees shall have a minimum height of at least six feet, and shall be planted in locations as approved by the tree preservation and enforcement officer or authorized designee. Acceptable locations shall include reforestation sites designated by the town. At the discretion of the tree preservation and enforcement officer or authorized designee, money in an amount equal to the per-caliper-inch cash value of the removed or damaged tree(s) may be paid to the town instead of providing replacement trees required by this article. Any such payments shall be deposited in a special account or fund and used by the town to provide and/or support supplemental landscape plantings in public areas of the town and/or to support the administration and enforcement of the town's tree preservation regulations. A per-caliper-inch cash value for replacement trees shall be set by the town council in accordance with section 94-38 of this article.

(Ord. No. 63-08, § 3(94-19), 10-6-2008)

Secs. 94-42—94-50. - Reserved.

ARTICLE V. - TREE PROTECTION

Sec. 94-51. - Enumeration.

The following tree protection measures shall be required:

- (1) Prior to any and all construction or land development activity, the developer or property owner shall install four-foot-high plastic (or equivalent) safety fencing around the drip line of protected trees and six-foot-high chain-link fencing around the drip line of specimen and historic trees.
- (2) Prior to any and all construction or land development activity, the developer or property owner shall establish designated parking areas for the parking and maintenance of all vehicles, trailers, construction equipment and related items, designated stockpile areas for the storage of construction supplies and materials during construction of the subdivision and designated drive areas for vehicles and equipment. The location and dimensions of such designated areas shall be clearly identified on both subdivision construction and site plans and shall be approved by the tree preservation and enforcement officer or authorized designee prior to any construction or land development activity in, on or about the subdivision. Such designated areas shall be completely fenced with chain-link fencing and gates for safety purposes and to separate protected, specimen, or historic trees from the construction area and related construction activity. With the approval of the tree preservation and enforcement officer or authorized designee, the designated parking and stockpile areas may be combined into one fenced area, provided that the preservation of protected trees is not adversely affected or jeopardized. Supplies and pipe and other items that are customarily unloaded where installed shall not be required to be stored within the designated stockpile areas. Sites approved for temporary batching plant permits shall be fenced and gated in the same manner as designated parking and stockpile areas. Temporary batching plant permits shall also be required for the operation of all batching plants, pursuant to the regulations of this chapter.
- (3) During construction, the developer or property owner shall prohibit the cleaning of equipment or materials and/or the disposal of any waste material, including, but not limited to, paint, oil, solvents, asphalt, concrete, mortar, etc., under the canopy or drip line of any protected, specimen, or historic tree or group of such trees.
- (4) No attachments or wires of any kind, other than those of a protective nature, shall be attached to any protected tree(s).
- (5) With major grade changes of six inches or greater, a retaining wall or tree well of rock, brick, landscape timbers or other approved materials shall be constructed around the tree no closer than the drip line of the tree. The top of the retaining wall or tree well shall be constructed at the new grade.
- (6) Unless otherwise approved by the town, no construction or construction-related activity shall occur under the canopy or drip line of any protected, specimen, or historic tree or group of such trees.
- (7) Any tree(s) removed during land development, construction or construction-related activities shall be chipped or hauled off site. Burning of removed trees is prohibited unless prior approval is given by the town's fire marshal.
- (8) The tree preservation and enforcement officer or authorized designee may require additional protection measures or best management practices as needed on a case by case basis to

adequately protect protected, specimen, historic trees, or trees required as part of an approved landscape plan.

(Ord. No. 63-08, § 3(94-20), 10-6-2008; [Ord. No. 62-16](#), § 8, 11-21-2016)

Secs. 94-52—94-60. - Reserved.

ARTICLE VI. - TREE PLANTING REQUIREMENTS AND PLANTING LISTS

Sec. 94-61. - Street yard trees.

Trees shall be planted or existing trees preserved within the street yard of a nonresidential lot or building tract according to the following provisions:

- (1) For street yards less than 10,000 square feet in area, one tree shall be provided for each 1,000 square feet, or fraction of such amount, of street yard.
- (2) For street yards between 10,000 and 110,000 square feet in area, ten trees shall be required for the first 10,000 square feet plus one additional tree shall be required for each 2,500 square feet, or fraction of such amount, of street yard area in excess of 10,000 square feet.
- (3) For street yards over 110,000 square feet in area, 50 trees shall be required for the first 110,000 square feet plus one additional tree shall be required for each 5,000 square feet, or fraction of such amount, of street yard area in excess of 110,000 square feet.
- (4) Street yard trees shall be a minimum of three-inch caliper.
- (5) Trees required to satisfy other provisions of this article and lying within the street yard may be used to satisfy the requirements of this section.

(Ord. No. 63-08, § 3(94-21), 10-6-2008)

Sec. 94-62. - Street buffer trees.

Trees shall be planted or existing trees preserved within the street buffer landscaping area required by section 82-242 of this Code, street buffer landscaping, according to the following provisions:

- (1) Street buffer trees shall be provided in a ratio of one tree for every 30 feet of lineal frontage, except that a ratio of one tree for every 25 feet of lineal frontage shall be provided along scenic roadways.
- (2) Street buffer trees shall be a minimum of three-inch caliper.

(Ord. No. 63-08, § 3(94-22), 10-6-2008)

Sec. 94-63. - Parking area trees.

Trees shall be planted or existing trees preserved within off-street parking areas according to the following provisions:

- (1) One tree shall be provided for each ten parking spaces provided on the site; provided, however, that churches and/or schools shall be required to provide one tree for each 20 parking spaces provided on the site.

- (2) Parking area trees shall be minimum of three-inch caliper, except as provided in subsection (4) of this section.
- (3) All parking spaces shall be located within 50 feet of a tree that is located within the same parking area, measured from the trunk of the tree; provided, however, that for churches and/or schools, all parking spaces shall be located within 100 feet of a tree that is located within the same parking area, measured from the trunk of the tree.
- (4) A maximum of 30 percent of the trees used to satisfy the requirements of this section may come from subsection 94-66(b), approved median and right-of-way planting list.

(Ord. No. 63-08, § 3(94-23), 10-6-2008)

Sec. 94-64. - Median and right-of-way trees.

Trees may be planted in medians and rights-of-way only with the approval of the town, provided that such trees are selected from subsection 94-66(b), approved median and right-of-way planting list.

(Ord. No. 63-08, § 3(94-24), 10-6-2008)

Sec. 94-65. - Residential lots.

The following tree planting requirements shall be satisfied prior to the issuance of a certificate of occupancy for a single-family, duplex or multi-family use:

- (1) A minimum of three trees, with a minimum caliper width of two and one-half inches to three inches, and at least six feet in height, shall be provided on each 10,000 square foot and greater single-family and duplex lot prior to the issuance of a certificate of occupancy. A minimum of two trees, with a minimum caliper width of two and one-half inches to three inches, and at least six feet in height, shall be provided on each single-family and duplex lot between 5,000 and 10,000 square feet prior to the issuance of a certificate of occupancy. At least one of the required trees shall be located within the front yard area of the lot.
- (2) A minimum of one tree, with a minimum caliper width of two and one-half inches to three inches, shall be provided for each 3,000 square feet of gross lot area on each multi-family lot prior to the issuance of a certificate of occupancy. At least 50 percent of the required trees shall be located within either the front or side yard area of the lot.
- (3) From July 1 until September 1 of each year, only container grown trees shall be used to satisfy the requirements of this section; and, the builder/developer shall certify that any such trees are container grown.
- (4) Homeowners desiring to plant trees of a caliper width in excess of two times the requirements of this article may, from July 1 until September 1 of each year, file a town-approved affidavit with the town manager to this effect. Such trees shall be planted by March 1 of the following year in which the affidavit was filed. Failure to comply with the requirements of this article shall be considered a misdemeanor, punishable as such by a fine in accordance with section 1-13 of this Code.
- (5) There shall be no more than 50 percent of any tree species, and no more than 75 percent of any tree genus permitted to satisfy the planting requirements.

(Ord. No. 63-08, § 3(94-25), 10-6-2008; [Ord. No. 62-16](#), § 9, 11-21-2016)

Sec. 94-66. - Approved tree planting lists.

Unless otherwise specified in this chapter, only those tree species included in this section shall satisfy the tree planting requirements of this article.

Generally. The tree species lists contained in this section have been developed and will be periodically updated by the town's environmental conservation commission and shall be maintained and distributed to the public by the tree preservation and enforcement officer or authorized designee as guides for the identification and selection of tree species that meet the various standards and requirements of this article. Trees included on these tree species lists were selected on the basis of one or more of the following criteria or factors: hardiness, resistance to disease, suitability relative to local climate and soil conditions, adaptability for transplantation, longevity, adaptability to various landscape conditions, resistance to drought, aesthetic qualities, shade provision, windbreak provision, and screening qualities. To promote biodiversity, there shall be no more than 20 percent of a tree species, and no more than 50 percent of any tree genus permitted to satisfy the planting requirements on all new developments.

- (1) *Approved tree planting list.* Only those tree species found on the following approved tree planting list shall satisfy the tree planting standards and requirements of this article.

Approved Tree Planting List

Common Name	Scientific Name
Southern live oak	(<i>Quercus virginiana</i>)
Escarpment live oak	(<i>Quercus fusiformis</i>)
Shumard oak	(<i>Quercus shumardi</i>)
Chinkapin oak	(<i>Quercus muehlenbergii</i>)
Monterrey oak	(<i>Quercus polymorpha</i>)
Bur oak	(<i>Quercus macrocarpa</i>)
Texas red oak	(<i>Quercus texana</i>)
Water oak	(<i>Quercus nigra</i>)
American elm	(<i>Ulmus americana</i>)
Cedar elm	(<i>Ulmus crassifolia</i>)
Winged elm	(<i>Ulmus alata</i>)
Lacebark elm	(<i>Ulmus parvifolia</i>)
Bald cypress	(<i>Taxodium distichum</i>)

Pecans and hickories	(Carya species)
Juniper tree	(Juniperus species)
White ash	(Fraxinus americana)
Green ash	(Fraxinus pennsylvanica)
Texas ash	(Fraxinus texensis)
Western soapberry	(Sapindus drummondii)
Sweet gum	(Liquidambar styraciflua)
Eastern red cedar	(Juniperus virginiana)
Pines	(Pinus species)
Leyland cypress	(Cypressocyparis leylandi)
Black walnut	(Juglans nigra)
Magnolia	(Magnolia grandiflora)

- (2) *Approved median and right-of-way tree planting list.* The following tree species shall be allowed to be planted in medians and rights-of-way when approved by the town. Additional tree species with non-aggressive root systems/deep root systems maybe authorized for planting in such areas by the director of recreational services.

*Approved Median and ROW Tree
Planting List*

Common Name	Scientific Name
Sweet gum	(Liquidambar styraciflua)
Crepe myrtle	(Lagerstroemia indica)

Wax myrtle	(Myrica cerifera)
Plum	(Prunus species)
Holly	(Ilex species)
Possum haw	(Ilex decidua)
Native pecan	(Carya species)
Redbuds/whitebuds	(Cercis species)
Fruitless crabapples	(Malus species)
Southern live oak	(Quercus virginiana)
Escarpment live oak	(Quercus fusiformis)
Texas red oak	(Quercus texana)
Shumard oak	(Quercus shumardi)
Chinkapin oak	(Quercus muehlenbergii)
Bur oak	(Quercus macrocarpa)
Water oak	(Quercus nigra)
Winged elm	(Ulmus alata)
Cedar elm	(Ulmus crassifolia)
Lacebark elm	(Ulmus parvifolia)
Slippery elm	(Ulmus rubra)
Bald cypress	(Taxodium distichum)
Hickories	(Carya species)

Pines	(Pinus species)
Chinese pistache	(Pistachia chinensis)
Juniper tree	(Juniperus species)
Texas buckeye	(Aesculus glabra variety arguta)
Common persimmon	(Diospyros virginiana)
Texas ash	(Fraxinus texensis)
White ash	(Fraxinus Americana)
Green ash	(Fraxinus pennsylvanica)
Western soapberry	(Sapindus drummondii)
Black walnut	(Juglans nigra)
Magnolia	(Magnolia grandiflora)
Yaupon holly	(Ilex vomitoria)
Carolina buckthorn	(Rhamnus caroliniana)
Thornless honey locust	(Gleditsia triacanthos variety inermis)

- (3) *Approved mitigation and replacement tree planting list.* The following list of tree species shall be allowed to be planted to satisfy mitigation and replacement standards for trees removed from the buildable area on sites, trees removed with approved tree removal permits, and/or trees removed without authorization.

*Approved Mitigation and Replacement
Tree Planting List*

Common Name	Scientific Name
-------------	-----------------

Native pecan	(Carya species)
Texas red oak	(Quercus texana)
Shumard oak	(Quercus shumardi)
Bur oak	(Quercus macrocarpa)
Water oak	(Quercus nigra)
Winged elm	(Ulmus alata)
Slippery elm	(Ulmus rubra)
Post oak	(Quercus stellata)
Cedar elm	(Ulmus crassifolia)

- (4) *Approved overhead utility easement tree planting list.* The following list of tree species shall be allowed to be planted in overhead utility easements where required. These species were selected due to their relatively small mature size and growth characteristics. Trees planted in these areas shall be planted at a ratio of three trees for every one tree required.

Common Name	Scientific Name
Yaupon holly	(Ilex vomitoria)
Carolina buckthorn	(Rhamnus caroliniana)
Possum haw	(Ilex decidua)
Plum	(Prunus species)
Redbuds/whitebuds	(Cercis species)
Wax myrtle	(Myrica cerifera)
Crepe myrtle	(Lagerstroemia indica)

(Ord. No. 63-08, § 3(94-26), 10-6-2008; [Ord. No. 62-16](#), § 10, 11-21-2016)

Sec. 94-67. - Limits on credit for preservation of existing or established trees.

Existing protected trees, which are not being applied toward compliance with landscaping requirements, may be applied as a credit against required buildable area mitigation. Similarly, existing specimen trees, which are not being applied toward compliance with landscaping requirements, may be applied as credit toward required buildable area mitigation. In order for trees to qualify for credit, all standards described in article V of this chapter, shall be met completely. Further, all requirements set forth in section 94-40 shall also be met for credit to apply toward required buildable area mitigation for such trees. If the trees are compromised in any way, credit will not be given. Eligibility for credit will be determined by the tree preservation and enforcement officer or authorized designee. In no event shall any tree be counted for credit against both the landscaping requirements and the buildable area mitigation requirements.

(Ord. No. 63-08, § 3(94-28), 10-6-2008; [Ord. No. 62-16](#), § 11, 11-21-2016)

Editor's note— [Ord. No. 62-16](#), § 11, adopted Nov. 21, 2016, repealed § 94-67, and renumbered former § 94-68 as new § 94-67 as set out herein. The former § 94-67 pertained to landscape credit for large trees and derived from Ord. No. 63-08, § 3(94-27), 10-6-2008.

Secs. 94-68—94-80. - Reserved.

ARTICLE VII. - MISCELLANEOUS

Sec. 94-81. - Exceptions.

The following exceptions from the terms and provisions of this chapter are hereby authorized and granted:

- (1) If any protected, specimen, or historic tree shall be determined to be in a hazardous or dangerous condition so as to endanger the public health, welfare or safety, and require immediate removal without delay, authorization for removal may be given by the town manager, upon recommendation of the tree preservation and enforcement officer or authorized designee, and such protected, specimen, or historic tree may then be removed without obtaining a written permit as required in this article.
- (2) During the period of an emergency, such as a tornado, storm, flood or other act of God, the requirements of this article may be waived as may be deemed necessary by the town council.
- (3) All licensed plant or tree nurseries shall be exempt from the terms and provisions of this article only in relation to those trees planted and growing on the premises of such licensee that are so planted and growing for the sale or intended sale to the general public in the ordinary course of such licensed business.
- (4) Utility companies, franchised or otherwise, that are authorized to provide utility service within the town may remove protected, specimen, or historic trees that endanger public safety and welfare by interfering with utility service, except that where such trees are on owner-occupied properties developed for single-family or duplex use, removal of such trees shall be at the option of the property owners and require the property owners' consent and approval.

- (5) For recreational property or uses, such as golf courses and baseball, soccer, football or similar athletic facilities, and public works projects such as water or wastewater treatment plants, pump stations, storage tanks, and public streets and drainage improvements, the buildable area of the property shall include that portion of the property necessary for the construction of such recreational and public works improvements, including sufficient adjacent area, to allow the normal operation of construction equipment.
- (6) The terms and provisions of this article shall not apply to any development, subdivision or re-subdivision for which a record plat has been approved by the town council and filed in the plat records of the county prior to October 6, 2008.
- (7) All easements and rights-of-way included on a record plat approved by the town and filed in the plat records of the county.

(Ord. No. 63-08, § 3(94-29), 10-6-2008; [Ord. No. 43-15](#), § 2, 7-20-2015; [Ord. No. 62-16](#), § 12, 11-21-2016)

Sec. 94-82. - Penalty upon failure to comply with chapter provisions.

- (a) Any person violating or failing to comply with any provision or requirement of this chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall, without exception, be fined the maximum amount provided in section 1-13 of this Code. A separate offense shall be deemed committed upon each day or portion of a day during or on which each separate violation or failure to comply occurs or continues to occur and shall be punishable as such.
- (b) Notwithstanding the foregoing, any violation by any person of any provision of this chapter that constitutes an immediate danger or threat to any protected, specimen, or historic tree shall be subject to the administrative penalties set forth in this chapter.
- (c) Notwithstanding the foregoing, any violation by any person of any provision of this chapter that constitutes an immediate danger or threat to the health, safety and welfare of the public may be enjoined in a suit brought by the town for such purpose.
- (d) In addition to any other remedies or penalties contained in this section, the town may enforce the provisions of this chapter pursuant to the applicable provisions of V.T.C.A., Local Government Code ch. 54, which chapter provides for the enforcement of municipal ordinances.
- (e) Allegation and evidence of a culpable mental state is not required for the proof of an offense defined by this chapter.

(Ord. No. 63-08, § 3(94-30), 10-6-2008)

Sec. 94-83. - Informational assistance.

- (a) In furtherance of the purposes and provisions of this article, the town's tree preservation and enforcement officer or authorized designee shall develop and distribute to persons making application for either tree removal permits or tree replanting permits and make available to the general public an informational pamphlet identifying appropriate and useful facts, guidelines and how-to information relative to the preservation, protection and replanting of trees.
- (b) The tree preservation and enforcement officer or authorized designee shall also develop, maintain and make available to applicants for tree removal permits or tree replanting permits and to the general public a tree species reference book to provide more detailed information concerning tree care in general and the characteristics, soil and growth requirements and other traits of specific tree species identified on the town's protected tree list and approved tree planting and replacement list.
- (c) A current edition of the Texas Association of Nurserymen Grades and Standards, as applicable to the tree species on the town's protected tree list and approved tree planting and replacement list, shall be

maintained by the tree preservation and enforcement officer or his authorized designee and made available to applicants for building permits, tree removal permits or tree replanting permits and to the general public, as only those trees meeting and planted or replanted in accordance with the applicable Texas Association of Nurserymen Grades and Standards shall satisfy the tree planting, replanting and/or replacement standards and requirements contained in this chapter.

(Ord. No. 63-08, § 3(94-31), 10-6-2008)



TOWN COUNCIL AGENDA ITEM NO. 14

REGULAR ITEM

DATE: November 20, 2017

FROM: Matthew Woods, Director of Environmental Services

ITEM: **Public Hearing to consider an application for a tree removal permit for one (1) specimen tree located at 1708 Beckwood Court in the Edgewood subdivision. *(The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its November 7, 2017, meeting).***

BACKGROUND INFORMATION: The Edgewood development is generally located south of FM 3040 (Flower Mound Road) and east of Gerault Road. The site is approximately 28.995 acres in size. The site is zoned for SF-10 Single-Family District-10 uses and is master planned for medium density residential uses. At the November 18, 2013, Town Council meeting, approval was granted to remove eight (8) specimen trees from the site in order to construct the residential development. At the March 17, 2014, Town Council meeting, approval was granted to remove three (3) additional specimen trees. Now that a home builder has purchased the lots from the developer, the applicant is proposing to add one (1) new specimen tree to the eleven (11) specimen trees previously approved for removal. Tree #4207 is a 29" post oak in good condition.

The Town's tree ordinance requires that specimen trees removed from the site be replaced at a rate of two times their caliper inches. Based on its size, 58" of replacement trees, equaling 20 three-inch caliper trees, will be required for the removal of the one (1) specimen tree.

BOARD REVIEW/CITIZEN FEEDBACK: This application was considered by the Environmental Conservation Commission (ECC) at its November 7, 2017, meeting. The ECC recommended approval of the requested permit to remove the specimen trees. A link to the ECC meetings can be found at: <https://tx-flowermound.civicplus.com/index.aspx?NID=969>

CITIZEN FEEDBACK: As of November 8, 2017, staff has not received feedback related to this item.

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

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Letter from the applicant indicating the reason(s) for the tree removal permit request.
2. Specimen tree removal permit application.
3. Photographs of the specimen trees proposed for removal.
4. Project Tree Survey.

DRAFT MOTION: Move to approve the requested permit for the removal of one (1) specimen tree located at 1708 Beckwood Court in the Edgewood subdivision.



November 8, 2017

Jimmy Hoefert, Environmental Review Analyst
 Town of Flower Mound
 1001 Cross Timbers Road, Suite 2330
 Flower Mound, TX 75028

Reference: Tree Removal Permit Application
 1708 Beckwood Court, Lot 24, Block C
 Edgewood Subdivision
 Town of Flower Mound
 Denton, Texas

Dear Mr. Hoefert;

On behalf of the owner/developer on the aforementioned property, we are requesting that (1) specimen tree (as outlined on the attached tree removal exhibit), as defined in the TOFM Tree Preservation Code, be removed. The tree is being requested to be removed due to site and design conditions which thereby mean the subject development cannot reasonably be developed, based on economic and/or practical considerations, without removal of the tree included in the permit application.

TREE TABULATION FROM THE SPECIMEN TREE SURVEY

1708 Beckwood Court, Lot 24, Block C

Specimen tree to be removed, #4207, 29" Post Oak	1 Tree
Code required trees per lot	(3) 3" trees
Subdivision mitigation trees required per lot	<u>(2) 3" trees</u>
Total trees on lot	(5) trees
Home builder lot specimen tree mitigation 29" x 2 = 58" x \$125.00/inch =	\$7,250.00

Several home plans were reviewed with various renditions of each based on saving the specimen tree as per the owner. Due to proximity of the specimen tree and tree well to the proposed homes and the required setbacks from the property lines, the specimen tree is not able to be saved. The site plan before you appears to be the most beneficial for taking into account all the site constraints and opportunities.

Page 2

The following is the specimen trees we are requesting to be removed: #4207, 29" Post Oak

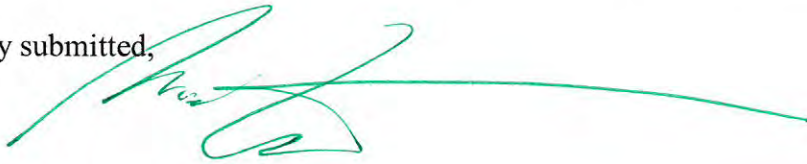
This tree is being removed due to existing conditions and site constraints.

Thank you for your consideration.

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

Please note that The Town of Flower Mound Environmental and Conservation Commission recommended approval to the Town Council that this be allowed to be removed.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Ron Stewart', with a long horizontal flourish extending to the right.

Ron Stewart, ASLA
Landscape Architect, TX #791

Town of Flower Mound
Application for:
TREE REMOVAL PERMIT

(Effective for Developments submitted 2/17/00- present)

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

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

Name: RON STEWART, P.L.A.
GIA CONSULTANTS, LLC

Address: 111 HILLSIDE DR.
LEWISVILLE TX 75057

Phone: (972) 317-0276

Applicant's Legal Interest in the Property:
LANDSCAPE ARCHITECT

2. Property Owner(s)

Name(s) ASHTON WOODS HOMES
Address: 1200 VALLEY VIEW LANE, SUITE 100
FARMERS BRANCH, TX 75234

3. Location and Legal Description of Property:

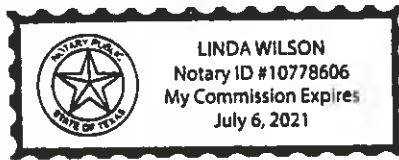
EDGEWOOD
LOT 24 BLOCK C, EDGEWOOD SUBDIVISION, F.M.
AKA - 1708 BECKWOOD COURT

page 2 of 3.

4. Owner's Authorization of Representation

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

[Signature]
Signature of Owner



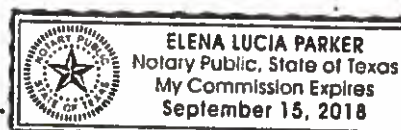
Given Under My Hand and Seal of Office
This the 20th Day of October, 2017
[Signature]
Notary Public
In and For Dallas County, Texas.

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

Subject to criminal penalties contained in Chapter 12, Land Development Code of the Town of Flower Mound, Texas, I RON STEWART, do hereby swear or affirm that all of the Information contained herein and submitted herein is, to the best of my knowledge, true, correct and complete and that no false, misleading or incomplete information has been intentionally provided or submitted with this Application for a Tree Removal Permit.

[Signature]
Signature of Applicant

Landscape Architect License No. 791
State of Licensure TX
Or ISA Certified Arborist No. _____

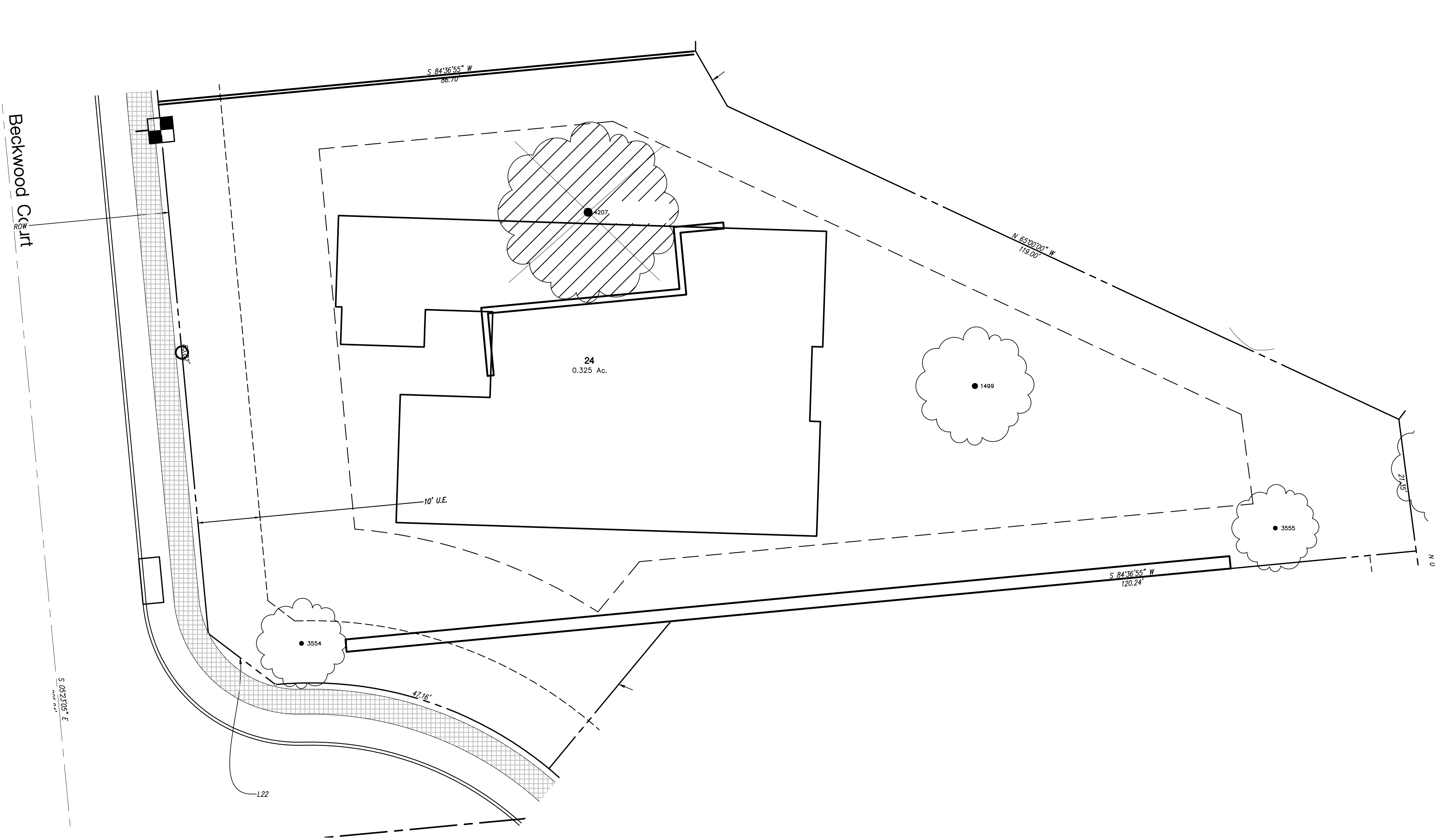


Given Under My Hand and Seal of Office
This the 20th Day of October, 2017
[Signature]
Notary Public
In and For Denton County, Texas

6. Received by Town of Flower Mound on (Date) 10/20/2017 by (initials) JRH.

Edgewood – Specimen tree proposed for removal





TREE PRUNING, REMOMAL AND PROTECTION MEASURES

- A. QUALITY ASSURANCE
- 1) Comply with applicable Federal, state, county and local regulations governing landscape work.
 - 2) Employ only experienced personnel. Provide adequate supervision by qualified foreman.
- B. JOB CONDITIONS
- 1) Coordination: Coordinate and cooperate with other contractors to enable the work to proceed as rapidly and efficiently as possible.
 - 2) In order to minimize conflict, secure from the Construction Manager copies of layout drawings showing the location of all underground utility lines and other structures.
- C. PRODUCTS
- 1) MULCH: Double shredded hardwood mulch free of sticks, dirt and other debris as derived from the site clearing.
- D. DEFINITIONS
- 1) CRZ: Critical Root Zone: The soil space directly under the canopy of any tree, extending out at least 7 feet from the trunk or 2/3 the distance to the dripline, whichever is greater.
 - 2) TPZ: Tree Protection Zone: The entire soil space located directly under the dripline of any tree (the entire dripline).
 - 3) CRS: Complete Root System: The soil space directly under the dripline of any tree and an additional 7 feet beyond said dripline.
 - 4) TPF: Tree Protection Fence: The orange safety barrier netting that shall extend around the entire circumference of the tree at the TPZ.
- E. PRE - CONSTRUCTION TREE PRUNING
- 1) Personnel Qualifications: All pruning shall be performed under the supervision of an International Society Arboriculture (ISA) Certified Arborist.
 - 2) All trees within the project area shall be pruned to:
 - i) Clear the crown of diseased, crossing, weak and dead wood to a minimum of 1 ½ inches in diameter.
 - ii) Provide 14 feet of vertical clearance over streets and 8 feet over sidewalks.
 - iii) Remove stubs, cutting outside the woundwood tissue that has formed around the branch.
 - iv) Reduce end weight on heavy, horizontal branches by selectively removing small diameter branches, no greater than 2 to 3 inches, near the ends of the scaffolds.
 - 3) Pruning cuts shall be made in accordance with ANSI 300 Pruning Standard and work shall be performed in accordance with ANSI 213.3.1 Safety Standard. Pruning shall be in accordance with ISA's Best Management Practices: Tree Pruning.
 - 4) No more than 20 percent of live foliage shall be removed from any tree.
 - 5) Brush shall be chipped and chips shall be spread underneath trees within the tree protection zone to a maximum depth of 6 inches, leaving the trunk clear of mulch.
- F. TREE REMOVAL
- 1) Trees preservation requires a commitment to preserving and maintaining retained trees, as well as removal of any unsuited trees within the Project Area.
 - 2) All wood debris from all tree removals at the Project Site is to be chipped and stored on site for use on site in the tree preservation efforts at the discretion of the Landscape Architect.
 - 3) The limits of all tree protection zones shall be staked in the field and observed by all contractors.
 - 4) Any brush clearing required within the tree protection zone shall be accomplished with hand operated equipment.
 - 5) Trees to be removed from within the tree protection zone shall be removed under the supervision of a Certified Arborist. The trees shall be cut near ground level and the stump ground out.
- G. TREE PROTECTION
- 1) Before beginning work, the Project Manager, Landscape Architect and/or Owner or their agents are required to meet at the site to review all work procedures, access routes, storage areas, and tree protection measures. Any intended construction activities inside the TPZ shall be clearly outlined.
 - 2) Fences shall be erected to protect trees to be preserved prior to construction equipment arriving on the Project Site. Fences will define the specific protection zone for each tree or group trees. Fences are to be maintained and remain until all site work has been completed and final landscape operations begin. Fences may not be relocated or removed without written permission from the Landscape Architect. Fences may be constructed from 6' "x" stakes and orange web fence material.
 - 3) All trees to be preserved shall have 6 inches of hardwood mulch applied inside the tree protection zone. This hardwood mulch shall be replenished as necessary to maintain a 6 inch depth.
 - 4) Construction trailers, traffic and storage areas must remain outside fenced areas at all times.
 - 5) Tree roots extend out in a straight, radial direction from the tree much like spokes on a wheel (to a depth generally not exceeding 24"). All underground utilities and drain or irrigation lines shall be routed outside the tree protection zone. If lines must traverse the protection area, they shall be tunneled or bored under the tree. Trench es "airaug" with Air Spade (registered trademark) or similar technology are the only exceptions. Irrigation line may be routed in any direction outside the dripline of retained trees. Irrigation lines inside the dripline must be in a straight, radial direction towards the tree trunk and terminate in a dead end sprinkler head no greater than 7 feet from a tree trunk. (Irrigation lines shall not in any way bisect and therefore damage the "spoke-like" root system).
 - 7) No materials, equipment, spoil, or waste or without water may be deposited, stored, or parked within the tree protection zone.
 - 8) If unintentional injury should occur to any tree during construction, it shall be reported to the Landscape Architect within six hours so that remedial action can be taken. Timeliness is critical to tree health. The cost of any remedial treatments will become the burden of the offending contracting company.
 - 9) Any grading, construction, demolition, or other work that is expected to encounter tree roots must be monitored by the Landscape Architect. Specific locations or tree tag numbers should be identified.

TREE CHART

TREE #	CALIPER (")	COMMON NAME	BOTANICAL NAME	PROTECTED	SPECIMEN	REMOVED
4207	29	POST OAK	Quercus stellata	YES	YES	YES
3554	14.5	BLACKJACK OAK	Quercus stellata	YES	NO	NO
1499	19	LIVE OAK	Quercus virginiana	YES	NO	NO
3555	14	LIVE OAK	Quercus virginiana	YES	NO	NO

OWNER/DEVELOPER

####

####

Ph. ####

Contact: ####

SITE PLANNING CIVIL ENGINEERING PLATING
CONSULTANTS, LLC
LAND SURVEYING LANDSCAPE ARCHITECTURE
111 Hillside Drive • Lewisville, TX 75057
P: 972.436.9712 • F: 972.436.9715
144 Old Town Blvd. North, Suite 200 • Angles, TX 76226
P: 940.240.1012 • F: 940.240.1028
TBPLS Firm No. 1798 TBPLS Firm No. 10047700



1708 BECKWOOD COURT

EDGEWOOD

Lot 24, Block C

Acres
in the
TOWN OF FLOWERSMOUND
DENTON COUNTY, TEXAS

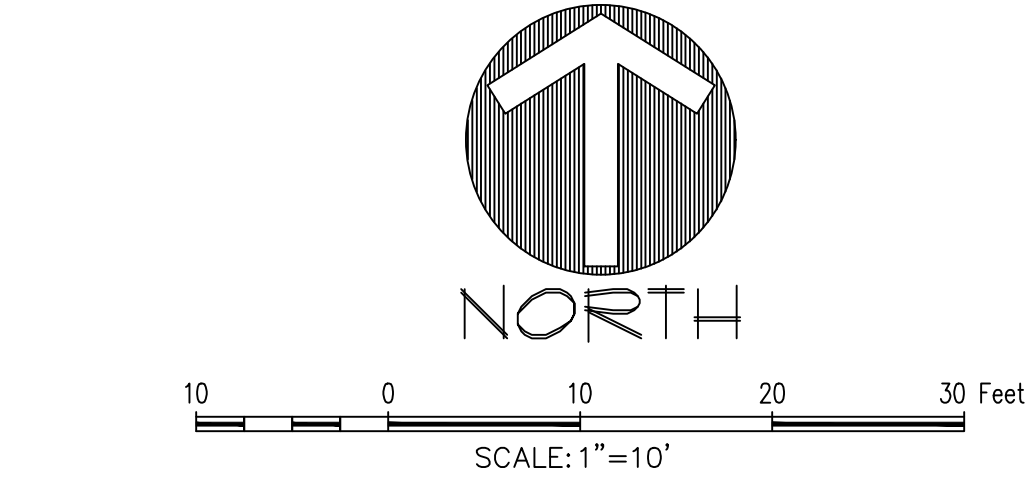
TREE SURVEY

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
AND IS NOT INTENDED FOR CONSTRUCTION,
BIDDING, OR PERMIT PURPOSES.
NOTED BY: [Signature]
DATE: 10/20/2017

Drawn By: MH
Date: ###
Scale: 1"=10'
Revisions:
####
####
####
####
####
####
####
####

17361

T1.0



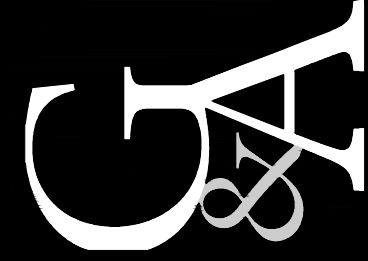
TREE PRUNING, REMOMAL AND PROTECTION MEASURES

- A. QUALITY ASSURANCE
- 1) Comply with applicable Federal, state, county and local regulations governing landscape work.
 - 2) Employ only experienced personnel. Provide adequate supervision by qualified foreman.
- B. JOB CONDITIONS
- 1) Coordination: Coordinate and cooperate with other contractors to enable the work to proceed as rapidly and efficiently as possible.
 - 2) In order to minimize conflict, secure from the Construction Manager copies of layout drawings showing the location of all underground utility lines and other structures.
- C. PRODUCTS
- 1) MULCH: Double shredded hardwood mulch free of sticks, dirt and other debris as derived from the site clearing.
- D. DEFINITIONS
- 1) CRZ: Critical Root Zone: The soil space directly under the canopy of any tree, extending out at least 7 feet from the trunk or 2/3 the distance to the dripline, whichever is greater.
 - 2) TPZ: Tree Protection Zone: The entire soil space located directly under the dripline of any tree (the entire dripline).
 - 3) CRS: Complete Root System: The soil space directly under the dripline of any tree and an additional 7 feet beyond said dripline.
 - 4) TPF: Tree Protection Fence: The orange safety barrier netting that shall extend around the entire circumference of the tree at the TPZ.
- E. PRE - CONSTRUCTION TREE PRUNING
- 1) Personnel Qualifications: All pruning shall be performed under the supervision of an International Society Arboriculture (ISA) Certified Arborist.
 - 2) All trees within the project area shall be pruned to:
 - i) Clear the crown of diseased, crossing, weak and dead wood to a minimum of 1 ½ inches in diameter.
 - ii) Provide 14 feet of vertical clearance over streets and 8 feet over sidewalks.
 - iii) Remove stubs, cutting outside the woundwood tissue that has formed around the branch.
 - iv) Reduce end weight on heavy, horizontal branches by selectively removing small diameter branches, no greater than 2 to 3 inches, near the ends of the scaffolds.
 - 3) Pruning cuts shall be made in accordance with ANSI 300 Pruning Standard and work shall be performed in accordance with ANSI 213.3.1 Safety Standard. Pruning shall be in accordance with ISA's Best Management Practices: Tree Pruning.
 - 4) No more than 20 percent of live foliage shall be removed from any tree.
 - 5) Brush shall be chipped and chips shall be spread underneath trees within the tree protection zone to a maximum depth of 6 inches, leaving the trunk clear of mulch.
- F. TREE REMOVAL
- 1) Trees preservation requires a commitment to preserving and maintaining retained trees, as well as removal of any unsuited trees within the Project Area.
 - 2) All wood debris from all tree removals at the Project Site is to be chipped and stored on site for use on site in the tree preservation efforts at the discretion of the Landscape Architect.
 - 3) The limits of all tree protection zones shall be staked in the field and observed by all contractors.
 - 4) Any brush clearing required within the tree protection zone shall be accomplished with hand operated equipment.
 - 5) Trees to be removed from within the tree protection zone shall be removed under the supervision of a Certified Arborist. The trees shall be cut near ground level and the stump ground out.
- G. TREE PROTECTION
- 1) Before beginning work, the Project Manager, Landscape Architect and/or Owner or their agents are required to meet at the site to review all work procedures, access routes, storage areas, and tree protection measures. Any intended construction activities inside the TPZ shall be clearly outlined.
 - 2) Fences shall be erected to protect trees to be preserved prior to construction equipment arriving on the Project Site. Fences will define the specific protection zone for each tree or group trees. Fences are to be maintained and remain until all site work has been completed and final landscape operations begin. Fences may not be relocated or removed without written permission from the Landscape Architect. Fences may be constructed from 6' "x" stakes and orange web fence material.
 - 3) All trees to be preserved shall have 6 inches of hardwood mulch applied inside the tree protection zone. This hardwood mulch shall be replenished as necessary to maintain a 6 inch depth.
 - 4) Construction trailers, traffic and storage areas must remain outside fenced areas at all times.
 - 5) Tree roots extend out in a straight, radial direction from the tree much like spokes on a wheel (to a depth generally not exceeding 24"). All underground utilities and drain or irrigation lines shall be routed outside the tree protection zone. If lines must traverse the protection area, they shall be tunneled or bored under the tree. Trench es "airaug" with Air Spade (registered trademark) or similar technology are the only exceptions. Irrigation line may be routed in any direction outside the dripline of retained trees. Irrigation lines inside the dripline must be in a straight, radial direction towards the tree trunk and terminate in a dead end sprinkler head no greater than 7 feet from a tree trunk. (Irrigation lines shall not in any way bisect and therefore damage the "spoke-like" root system).
 - 7) No materials, equipment, spoil, or waste or without water may be deposited, stored, or parked within the tree protection zone.
 - 8) If unintentional injury should occur to any tree during construction, it shall be reported to the Landscape Architect within six hours so that remedial action can be taken. Timeliness is critical to tree health. The cost of any remedial treatments will become the burden of the offending contracting company.
 - 9) Any grading, construction, demolition, or other work that is expected to encounter tree roots must be monitored by the Landscape Architect. Specific locations or tree tag numbers should be identified.

TREE CHART

TREE #	CALIPER (")	COMMON NAME	BOTANICAL NAME	PROTECTED	SPECIMEN	REMOVED
4207	29	POST OAK	Quercus stellata	YES	YES	YES
3554	14.5	BLACKJACK OAK	Quercus stellata	YES	NO	NO
1499	19	LIVE OAK	Quercus virginiana	YES	NO	NO
3555	14	LIVE OAK	Quercus virginiana	YES	NO	NO

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



1708 BECKWOOD COURT
EDGEWOOD
Lot 24, Block C
Acres
in the
TOWN OF FLOWERSMOUND
DENTON COUNTY, TEXAS

TREE SURVEY

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
AND IS NOT INTENDED FOR CONSTRUCTION,
BIDDING, OR PERMIT PURPOSES.
EXCLUDED FROM THE PROJECT
DATED 10/20/2017

Drawn By: MH
Date: ###
Scale: 1"=10'
Revisions:
####
####
####
####
####
####
####
####

17361

T1.1

OWNER/DEVELOPER

Ph. ####
Contact: ####

Town Council Future Agenda Items



SCHEDULED	12/4/2017	Presentation	Announcement and Presentation of 2017 Outstanding Citizenship Award(s)
		Presentation	Town of Flower Mound Communications Department Awards Presentation
		Presentation	Bands of America Grand National Championship recognition for Marcus High School and Flower Mound High School bands
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on November 20, 2017.
		Consent	Consider approval of a Professional Services Agreement for monthly gas well pad site air monitoring by Modern Geosciences, LLC, in the amount of \$141,600.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of a resolution authorizing the adoption of the Program Year 2016 Consolidated Annual Performance & Evaluation Report for the Community Development Block Grant; and authorization for the Mayor to execute same on behalf of the Town and submit to the U.S. Department of Housing and Urban Development.
		Consent	Consider approval for the final acceptance of the Forest Vista Drive Reconstruction project, and authorization of final payment to Tiseo Paving Company, in the amount of \$150,790.04.
		Consent	Consider approval for the final acceptance of the McKamy Creek Road Reconstruction project, and authorization of final payment to Tiseo Paving Company, in the amount of \$63,322.00..
		Consent	Consider approval of the Professional Services Agreement with Kimley-Horn and Associates, Inc., to provide professional engineering services, for the FM 1171 at River Walk Drive Intersection Improvements project in the amount of \$87,500.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of Change Order No. 1 and final acceptance of the FM 2499 12-Inch Water Line Phase III Section 2 project, amending the contract with Wildstone Construction, LLC, for a decrease to the contract in the amount of \$11,410.80, and authorizing final payment to Saber Development Corporation, in the amount of \$36,462.12; and authorization for the Mayor to execute same on behalf of the Town.

SCHEDULED	12/4/2017	Consent	Consider approval of the Professional Services Agreement with Criado and Associates, Inc., to provide professional engineering services, for the Churchill Drive project in the amount of \$66,706.00; and authorization for the Mayor to execute same on behalf of the Town .
		Consent	Consider approval of the award of Request for Bid Number 2018-9-A to the lowest responsive, responsible bidder, Professional Pavement Products, Inc., for an estimated annual expenditure of \$170,000; and authorization for the Mayor to execute same on behalf of the Town. The contract is for one-year with three one-year renewal options. Renewal options will be used for maintenance purposes after year one.
		Consent	Consider approval of the Atrium at F.M. Lease Extension and Termination Agreement
		Consent	Consider approval of the purchase of a Self-Contained Breathing Apparatus (SCBA) package including spare SCBA bottles, Rapid Intervention Team (RIT) packs and 5500 psi air packs with cylinders, through BuyBoard Purchasing Contract No. 524-17 in the total amount of \$105,300.00; and authorization for the Mayor to approve same on behalf of the Town.
		Consent	Consider approval of an Annual Preventative Maintenance Agreement with Gifford Electric, Inc. for the Town's Outdoor Warning Siren System in the amount of \$15,660.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of an Interlocal Agreement with the Denton County Tax Assessor-Collector (Denton County) for the continuation of the Scofflaw program, and authorization for the Mayor to execute same on behalf of the Town.
		Regular	Public Hearing to consider approval of a Chapter 380 Agreement between the Town of Flower Mound and Mannatech, Inc.
		Regular	Consider approval of a Professional Services Agreement for design services for the renovation and expansion of the Flower Mound Library with Komatsu Architecture., for \$794,963; authorization for the Mayor to execute the same on behalf of the Town; and authorization of the construction manager at risk contracting method for renovation and expansion of the Flower Mound Library.
	12/18/2017	Consent	Consider approval of the minutes from a regular meeting of the Town Council held on December 4, 2017.
		Consent	Consider approval of Standards of Care for Youth Recreation Programs operated by the Town, in accordance with the Texas Human Resources Code - Section 42.041 and to adopt an ordinance providing for said Standards.
		Consent	Consider approval of the consumption of alcoholic beverages at the Flower Mound Senior Center during the SIM Auxiliary's Elite Chef Competition.

SCHEDULED	12/18/2017	Consent	Consider approval of the sale and consumption of alcoholic beverages (beer and wine) at Bakersfield Park, during the 2018 Independence Fest.
		Consent	Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2016 and ending on September 30, 2017, as adopted by Ordinance No. 52-16 and amended by Ordinance No. 70-16, 02-17, 10-17, 17-17 and 22-17 for adjustments to the _____ Fund and the _____ Fund.
		Consent	Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2017 and ending on September 30, 2018, as adopted by Ordinance No. ??-17 for adjustments to the _____ Fund, _____ Fund, and _____ Fund.
		Consent	Upper Timber Creek Interceptor Phase IV Design Amendment 1.
		Consent	SOQ Selections for Appraisers.
		Consent	Skillern Road Design Award.
		Consent	RFQ Selections for ADA Inspectors.
		Consent	Lakeside Lift Station and Force Main Change Order 3 and Final Acceptance.
		Consent	FM 2499 Waterline Phase I Design Award.
		Consent	Inflow-Infiltration Evaluation & Repair (2016 Manhole Repair) Change Order No. 1 and Final Acceptance.
		Regular	Consider amending Chapter 2, Article III, Division 2, Sec. 2-114, entitled "Powers and duties," of the Parks Board, of the Town's Code of Ordinances.
		Regular	Public Hearing to consider a request to amend the Land Development Regulations (LDR17-0002 – Parks and Recreational Areas) by amending Chapter 90, Article VI, Division 8, entitled "Parks and Recreational Areas," of the Town's Code of Ordinances, and to consider adopting an ordinance providing for said amendment. (The Planning and Zoning Commission recommended by a vote of to at its December 11, 2017, meeting.)

SCHEDULED	12/18/2017	Regular	Public Hearing to consider a request for rezoning (ZPD17-0007 - The Point) from Planned Development District No. 31 (PD-31) with Campus Commercial District (CC) uses to Planned Development District No.156 (PD-156) with both non-residential and residential uses in compliance with the Campus Commercial land use designation within the Lakeside Business District Area Plan, including a Comprehensive Sign Package, and with certain exceptions and modifications to the Code of Ordinances, and to consider adopting an ordinance providing for said amendment, subject to the terms and conditions in the attached Development Agreement and authorization for Mayor to execute same on behalf of the Town. The property is generally located east of Long Prairie Road and north of Silveron Boulevard. (The Planning and Zoning recommended by a vote of to at its December 11, 2017, meeting.)
		Regular	Consider establishing rules for electioneering at polling locations.
	1/18/2018	Consent	Bruton Elevated Storage Tank Change Order No. 1 and Final Acceptance
		Consent	Pintail Pump Station (Auxiliary Power & Upgrades) Design Award.
		Consent	Oak Street Lift Station and Force Main Change Order No. 3 and Final Acceptance.
		Consent	FM 2499 @ Ladeside North Right Turn Lane Design Award.
		Consent	2013 Street Reconstruction - Sheffield Court and Colonial Drive Change Order No. 1 and Final Acceptance.
	2/5/2018	Consent	Western Pump Station Chlorination Design Award.
	2/6/2018	Consent	Consider approval of a resolution of the Town of Flower Mound, Texas calling for a general election to be held on May 8, 2018, for the offices of Mayor, Town Council Place 2, and Town Council Place 4; establishing procedures for those elections; and providing an effective date.