

AGENDA

FLOWER MOUND TOWN COUNCIL REGULAR MEETING

5/18/2020

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

There will be limited seating in Jody Smith Hall to allow for social distancing

Meeting participants may be asked to wait in the lobby until their name is called

Comments regarding any item on this agenda can be sent to the Mayor/Town Council by
Emailing: Towncouncil@flower-mound.com or Calling: 972.874.6005

Please silence or turn off all electronic devices in Jody Smith Hall

A. CALL MEETING TO ORDER

B. INVOCATION

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

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

D. PUBLIC COMMENT

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

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

The purpose of this item is to allow the public an opportunity to address the Town Council on issues that are not indicated as a "Public Hearing" on this agenda. Issues regarding daily operational or administrative matters should first be dealt with by calling Town Hall at 972-874-6000 during business hours.

E. ANNOUNCEMENTS

1. Announce recent and upcoming civic and social events.

F. TOWN MANAGER'S REPORT

Update and discussion on:

1. Financial update
2. Capital Improvement projects
3. Economic Development projects

**Town Council Meeting Agenda
May 18, 2020
Page 2**

G. 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).

H. COORDINATION OF CALENDARS

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

I. CONSENT ITEMS

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

1. Minutes 4/20- Consider approval of the minutes from a regular meeting of the Town Council held on April 20, 2020.
2. DENCO Nomination- Consider approval of a resolution nominating a candidate for appointment to the Denco Area 9-1-1 District Board of Managers.
3. RTC Appointment- Consider approval of a resolution supporting Lewisville Mayor Rudy Durham as the region's primary member and Highland Village Mayor Charlotte Wilcox as the region's alternate member to the North Central Texas Council of Governments Regional Transportation Council (RTC).
4. Oncor Rate Case- Denial Resolution- Consider approval of a resolution authorizing the Town to join with the Steering Committee of Cities Served by Oncor to deny Oncor Electric Delivery Company LLC's application for approval to amend its distribution cost recovery factor.
5. Utility Concrete Repair Contract- Consider approval of an increase to the annual purchase contract for Utility Cut Repairs from Apex Concrete Construction, Inc., from \$65,000.00 to a new total of \$120,000.00.
6. Dunham Lease Agreement- Consider Approval of a Farm Lease Agreement between the Town of Flower Mound and the Wayne Haynes Estate for the lease of Town Property located at 10300 Dunham Road; and authorize the Mayor to execute same on behalf of the Town.
7. Risk & Resiliency Assessment- Consider approval of a Professional Services Agreement with Plummer Associates, Inc., Inc. for development of a Utility Services Risk and Resiliency Assessment in the amount of \$44,935.00; and authorization for the Mayor to execute same on behalf of the Town.
8. FS7 Base Station & Alerting System- Consider approval of the furnishing and installation of Phoenix G2 - Automated Fire Station Alerting System for Fire Station No. 7 in the amount of \$53,742.06; and authorization for the Mayor to execute same on behalf of the Town.
9. LexisNexis Amended Agreement- Consider approval of an amendment to the agreement with LexisNexis for the Desk Officer Reporting System authorized by the Mayor on August 21, 2017, which will reduce the future cost charged to citizens for subsequent reports of previously purchase reports, and which will automatically extend the original contract set to expire on August 21, 2022, by a continuous extension of 12 months, unless terminated; and authorization for the Mayor to execute same on behalf of the Town.

Town Council Meeting Agenda

May 18, 2020

Page 3

10. COVID-19 Police Grant- Consider approval of a resolution authorizing the submission of a grant application with the Office of the Governor for the 2020 Coronavirus Emergency Supplemental Funding (CESF) Program; authorizing the Town Manager to act on behalf of the Town of Flower Mound in all matters related to the application; authorizing acceptance of funds if awarded; and pledging that if funding for this project is received, the Town will comply with all project requirements of the Office of the Governor.

J. REGULAR ITEMS

11. Disaster Declaration- Consider approval of a resolution to further extend the Town disaster declaration beyond
May 18, 2020, and discussion regarding disaster mitigation measures associated therewith.
12. Peters Colony Memorial Pk Design Award- Consider approval of a Professional Services Agreement with Mesa Design Associates, Inc., for the design services associated with the Peters Colony Memorial Park project, in the amount of \$194,730.00; and authorization for the Mayor to execute same on behalf of the Town.
13. Bakersfield Park - Scoreboards- Consider approval of the purchase and installation of eleven LED scoreboards for the Bakersfield Park baseball fields, from Nevco Sports LLC, through the Texas Local Government Purchasing Cooperative, in the amount of \$77,968.40.
14. Z19-0007 - Smith Tract- **Public Hearing** to consider an ordinance amending the zoning (Z19-0007- Smith Tract) from Agricultural District (A) uses to Single Family District-10 (SF-10) uses. The property is generally located north of Spinks Road and west of Gerault Road. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its April 13, 2020, meeting) (The Town Council moved on April 20, 2020, to postpone until the May 18, 2020, meeting.)
15. DP19-0007 - Smith Tract- Consider a request for a Development Plan (DP19-0007 – Smith Tract) to develop a residential subdivision with an exception to the access management policy and criteria, regarding driveway spacing, contained in the Town's Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances, and 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 north of Spinks Road and west of Gerault Road. (The Planning and Zoning Commission recommended approval by a vote of 5 to 1 at its April 13, 2020, meeting) (The Town Council moved on April 20, 2020, to postpone until the May 18, 2020, meeting.)
16. MPA19-0004 - Mustang Creek Assist. Liv.- **Public Hearing** to consider a request for a Master Plan Amendment (MPA19-0004 – Mustang Creek Assisted Living) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Flood Plain to Low Density Residential uses, and consider adopting an ordinance providing for said amendment. The property is generally located north of College Parkway, east of Timberland Parkway and south of Locke Drive. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its February 24, 2020, meeting.)

Town Council Meeting Agenda

May 18, 2020

Page 4

17. ZPD19-0012 - Mustang Creek Assist. Liv.- Public Hearing to consider a request for rezoning (ZPD19-0012 – Mustang Creek Assisted Living) from Planned Development District-49 (PD-49) with Single Family Detached (Medium Density) (SFDM) uses to Planned Development District-176 (PD-176) with Single Family Estate (SF-E) uses and a nursing or congregate care facility, with a request for an exception to Section 82-302, Compatibility buffer, of the Code of Ordinances, and with certain waivers, exceptions and modifications to the Code of Ordinances, and consider adopting an ordinance providing for said amendment. The property is generally located north of College Parkway, east of Timberland Parkway and south of Locke Drive. (The Planning and Zoning Commission recommended approval by a vote of 5 to 1 at its February 24, 2020, meeting.)
18. Tree Removal- Mustang Creek Assist. Liv.- Public Hearing to consider an application for a tree removal permit for five (5) specimen trees on property proposed for development as Mustang Creek Assisted Living. The property is generally located north of College Parkway, east of Timberland Parkway and south of Locke Drive. (The Environmental Conservation Commission recommended approval to remove four (4) of the eight (8) specimen trees requested for removal by a vote of 5-1-0 at its February 4, 2020, meeting).

K. CLOSED MEETING

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

a. Consultation with Attorney.

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.

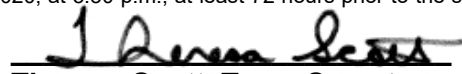
- b. Discuss and consider purchase, exchange, lease or value of real property for parks, public rights-of-way, cultural arts center, and/or other municipal purposes and all matters incident and related thereto.
- c. Discuss and consider economic development incentives, including retail centers, corporate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

L. 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.

M. ADJOURN MEETING

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Flower Mound, Texas, in a place convenient and readily accessible to the general public at all times and said Notice was also posted on the Town's website in accordance with GC Section 551.056 on the following date and time: May 15, 2020, at 5:30 p.m., at least 72 hours prior to the scheduled time of said meeting.


Theresa Scott, Town Secretary

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



TOWN COUNCIL AGENDA ITEM NO. 1

CONSENT ITEM

DATE: May 18, 2020

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council held on April 20, 2020.

BACKGROUND INFORMATION: The Town Council held a regular meeting on April 20, 2020.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Proposed Expenditure/(Revenue):	Account Number(s):

Finance Review by: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes

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

FLOWER MOUND TOWN COUNCIL MEETING OF APRIL 20, 2020**PAGE 1****THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 20TH DAY OF APRIL 2020, VIA VIDEOCONFERENCE, AT 6:00 P.M.**

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

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

Steve Dixon	Mayor
Sandeep Sharma	Mayor Pro Tem
Claudio Forest	Deputy Mayor Pro Tem
Jim Pierson	Councilmember Place 1
Ben Bumgarner	Councilmember Place 3
Jim Engel	Councilmember Place 4

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
Lexin Murphy	Director of Planning Services
Eric Greaser	Fire Chief
Andy Kancel	Police Chief
Brandon Barth	Emergency Management Officer

A. CALL REGULAR MEETING TO ORDER

Mayor Dixon called the regular meeting to order at 6:07 p.m. and he announced the various ways the public can watch or participate in the meeting.

B. INVOCATION

Mayor Dixon gave the invocation.

C. GENERAL PUBLIC COMMENT

There were no public comment cards submitted electronically nor were there any participants via the Zoom app.

D. ANNOUNCEMENTS

1. Announcements from council members

Councilmember Bumgarner announced there was a large drop in oil today and expressed concerns for oil workers and their families and the associated financial impact. He requested that everyone keep them in their prayers.

FLOWER MOUND TOWN COUNCIL MEETING OF APRIL 20, 2020**PAGE 2****E. TOWN MANAGER'S REPORT**

Update and discussion on:

1. COVID-19

Chief Greaser, Chief Kancel, or Mr. Barth gave a presentation identifying or noting:

- Case update
- Hospital capacity (Texas, Trauma Service Area E)
- Personal Protective Equipment (PPE)
- Public safety modified protocols
- Recovery (funding assistance resources)

and Mr. Barth responded to the following questions from Council:

- If a doctor's order is still required to be tested

2. Financial update

Ms. Wallace provided a financial update regarding the Town's position as it relates to expenditures and revenue because of COVID-19, and she responded to questions from Council regarding:

- Clarification on the impact of sales tax and property value appraisals, and particularly in default situations
- Potential budget process changes
- Interest in having data in the weekly COVID-19 report that identifies the percentage of Flower Mound by population that is affected by COVID-19, and within the four categories of that report
- Clarification regarding the CAC membership revenue impact

3. Capital Improvement projects

Mr. Stathatos noted that staff has been able to execute various projects near schools due to their closures and the minimal amount of traffic.

4. Economic Development projects

Mr. Stathatos reported on:

- New businesses coming soon
- Lakeside tower progress

F. FUTURE AGENDA ITEMS

No request for future agenda item(s).

G. COORDINATION OF CALENDARS

1. A regular meeting is scheduled for Monday, May 4.
2. Discuss and consider re-scheduling a work session originally scheduled for April 16 to Thursday, May 21 on the topic of short-term rentals.

FLOWER MOUND TOWN COUNCIL MEETING OF APRIL 20, 2020**PAGE 3**

Mayor Dixon announced the May 4 meeting and there was Council consensus to proceed with the May 21 date for the short-term rentals discussion.

H. CONSENT ITEMS

1. Consider approval of the minutes from a regular meeting of the Town Council held on March 2, and a special meeting held on March 19, 2020.
2. Consider approval of the Town Network Penetration and Vulnerability Scanning Project in the amount of \$17,719.99.
3. Consider approval of an Advance Funding Agreement with the Texas Department of Transportation in the amount of \$400,000.00, to assist in the payment for the Railroad Crossing Improvements in association with the work required for train preemption of the traffic signal at US 377 and Canyon Falls Drive; and authorization for the Mayor to execute the same on behalf of the Town.
4. *This item was moved from consent to regular items.*
5. Consider approval of Amendment No. 2 to the Fiscal Year 2019-2020 Capital Improvement Program.
6. Consider approval of an Interlocal Cooperation Agreement with the Town of Double Oak for the Waketon Road project and approval of CIP Amendment 2; and authorization for the Mayor to execute same on behalf of the Town.
7. *This item was moved from consent to regular items and heard with related item # 27.*
8. Consider approval of Change Order No. 1 for the construction of the Grady Court Reconstruction project, amending the contract with 3D Paving and Contracting, LLC, to provide for an increase to the contract in the amount of \$53,760.00; and authorization for the Mayor to execute same on behalf of the Town.
9. Consider approval of an ordinance amending Chapter 66, Article V, Section 66-214 of the Code of Ordinances of the Town of Flower Mound, Texas, relating to the prima facie speed limits for specific streets by lowering the prima facie speed limit on various streets within the Northlake Highlands Sections 2 and 3 to 25 mph (The Transportation Commission recommended approval of the exception request by a vote of 4 to 0 at its March 10, 2020, meeting.)

ORDINANCE NO. 06-20

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 66-214, "ENUMERATION FOR SPECIFIC STREETS;" PROVIDING FOR THE ADDITION OF SEVEN STREETS TO THE LIST OF STREETS ENUMERATED THEREIN; IDENTIFYING A MAXIMUM PRIMA FACIE SPEED LIMIT FOR SAID STREETS; PROVIDING A PENALTY NOT TO EXCEED \$200 FOR VIOLATIONS HEREOF; REPEALING ALL CONFLICTING ORDINANCES;

FLOWER MOUND TOWN COUNCIL MEETING OF APRIL 20, 2020

PAGE 4

**PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION;
AND PROVIDING AN EFFECTIVE DATE.**

10. Consider approval of the purchase and installation of furnishings for the Library Expansion Project, to multiple bidders at the total amount of \$405,729.19.
11. *This item was moved from consent to regular items.*
12. Consider approval of a Railroad Commission of Texas Agreed Settlement and Consent Order resulting from damage to an underground gas pipeline while conducting a water line repair on December 4, 2019; and authorization for the Mayor to execute same on behalf of the Town.
13. Consider approval of an ordinance amending Chapter 66, Article V, Section 66-214 of the Code of Ordinances of the Town of Flower Mound, Texas, relating to the prima facie speed limits for specific streets by lowering the prima facie speed limit on various streets within Waterford Park Estates to 25 mph (The Transportation Commission recommended approval of the exception request for Windridge Lane by a vote of 6 to 0 at its February 12, 2019, meeting.), and conversion of remaining streets within Waterford Park Estates.

ORDINANCE NO. 07-20

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 66-214, "ENUMERATION FOR SPECIFIC STREETS;" PROVIDING FOR THE ADDITION OF SEVEN STREETS TO THE LIST OF STREETS ENUMERATED THEREIN; IDENTIFYING A MAXIMUM PRIMA FACIE SPEED LIMIT FOR SAID STREETS AND CERTAIN STREETS AND PORTIONS OF CERTAIN STREETS WITHIN THE TOWN AT CERTAIN TIMES; PROVIDING A PENALTY NOT TO EXCEED \$200 FOR VIOLATIONS HEREOF; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

14. Consider approval of the purchase of Solids Excluding Valves for the Wastewater Treatment Plant (WWTP) Sequence Batch Reactors (SBR), from Evoqua Water Technologies, a sole source provider, in the amount of \$85,654.00.
15. Consider approval of a Professional Services Agreement with Gupta and Associates, Inc., for the design phase services associated with the Stonecrest Pump Station Phase I (Auxiliary Power) project, in the amount of \$198,610.00; and authorization for the Mayor to execute same on behalf of the Town.
16. Consider approval of a Kaeser Compressor valve control system from Kaeser Dallas, Inc., a sole source provider, for control of valves associated with the operation of the Sequence Batch Reactor process at the TOFM Wastewater Treatment Plant, in the amount of \$56,640.67.

FLOWER MOUND TOWN COUNCIL MEETING OF APRIL 20, 2020**PAGE 5**

17. Consider approval of the emergency replacement of the Community Activities Center water heater in the amount of \$30,000.
18. Consider approval of services for the existing sanitary sewer main related to the Timber Creek Trunk Line (Morriss Road to Rawlings Street) project, to Insituform Technologies, LLC., utilizing The Local Government Purchasing Cooperative Contract #555-18, administered through Buyboard, in the amount of \$49,355.00.
19. Consider approval of a waiver for penalty and interest on property tax account: 730064DEN and authorization for the Mayor to execute the same on behalf of the Town.
20. *This item was moved from consent to regular items.*

Deputy Mayor Pro Tem Forest moved to approve by consent Items 1–3; 5-6; 8-10; 12-19, as presented in the agenda caption. Mayor Pro Tem Sharma seconded the motion. Each item, as approved by consent, is restated above, and if applicable, the Ordinance or Resolution caption for each, for the record.

VOTE ON MOTION:*Motion passed***AYES: PIERSON, ENGEL, SHARMA, FOREST, BUMGARNER****NAYS: NONE****I. REGULAR ITEMS**

4. Consider approval of the purchase and installation of eleven LED scoreboards for the Bakersfield Park baseball fields, from Nevco Sports LLC, through the Texas Local Government Purchasing Cooperative, in the amount of \$77,968.40.

Administrative Note: This item was tabled at 7:06 p.m. and reopened at 7:29 p.m.

Staff Presentation

Ms. Wallace responded to questions from Council regarding:

- The actual need for the scoreboards given the potential future financial impact
- Lead time for obtaining the boards as well as getting them installed
- Condition and repair history of the current scoreboards

Council Discussion

There was Council discussion regarding:

- Timing of the item given a potential shortage of sales tax revenue in the future
- World series tournament impact
- Interest in waiting until May 18th because there will be financial impact numbers available by that time

Deputy Mayor Pro Tem Forest moved to postpone item 4 to the May 18 Town Council meeting date. Councilmember Bumgarner seconded the motion.

VOTE ON MOTION:*Motion passed (to postpone)***AYES: BUMGARNER, FOREST, SHARMA, ENGEL, PIERSON****NAYS: NONE**

FLOWER MOUND TOWN COUNCIL MEETING OF APRIL 20, 2020**PAGE 6**

11. Consider approval of a Professional Services Agreement with Mesa Design Associates, Inc., for the design services associated with the Peters Colony Memorial Park project, in the amount of \$194,730.00; and authorization for the Mayor to execute same on behalf of the Town.

Staff Presentation

Ms. Wallace provided background information regarding this item and responded to questions from Council regarding:

- Timing on the expenditure for this item is a concern
- Timing for the actual construction of the park

Council Discussion

There was Council discussion regarding:

- Interest in postponing this item another month or two to understand the financial impact on the Town because of COVID-19
- Possibility of construction cost savings for doing now versus later

Councilmember Engel moved to postpone Item 11 to the May 18 Council meeting. Mayor Pro Tem Sharma seconded the motion.

VOTE ON MOTION:*Motion passed (to postpone)***AYES: PIERSON, ENGEL, SHARMA, FOREST, BUMGARNER****NAYS: NONE**

20. Consider approval of the purchase of one (1) new Ford F550 Crew Cab Chassis with Service Body per Town of Flower Mound Specifications as noted on Quote from Sam Pack's Five Star Ford.

Council Discussion

- Clarification was sought and obtained earlier today regarding the service and maintenance history of the vehicle

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

VOTE ON MOTION:*Motion passed***AYES: BUMGARNER, FOREST, SHARMA, ENGEL, PIERSON****NAYS: NONE**

Administrative Note: Item 21 was moved to the first regular item.

21. Consider approval of a resolution to further extend the Town disaster declaration beyond April 20, 2020, and discussion regarding disaster mitigation measures associated therewith.

Staff Presentation

Mr. Meredith provided background information regarding the disaster declaration, and he, or Mr. Barth responded to the following questions from Council:

- Funding that is impacted by the declaration

FLOWER MOUND TOWN COUNCIL MEETING OF APRIL 20, 2020

PAGE 7

- Clarification regarding the financial resources and associated benefit

Council Discussion

There was Council discussion regarding:

- Interest in managing the COVID-19 response differently to get back to some resemblance of normalcy
- How there are so many unknowns regarding the future
- No solicitation aspect of the declaration as it relates to essential businesses
- Clarification regarding a specific date or to leave it open ended

Mayor Dixon indicated having had some discussions with State Representative Tan Parker about the same things that Council is talking about. As such, he requested that the Town Manager draft a letter to Representative Parker that would outline the various issues or concerns Council discussed, followed by sending it to Council for review and consideration.

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

VOTE ON MOTION:**AYES: ENGEL, SHARMA****NAYS: PIERSON, FOREST, BUMGARNER***Motion failed*

Deputy Mayor Pro Tem Forest moved to approve the disaster declaration extension to the May 18, 2020. Councilmember Engel seconded the motion.

Council Discussion

There was Council discussion regarding:

- Interest in having language that allows for the declaration to be rescinded if the state lifts all restrictions prior to that date

RESOLUTION NO. 04-20

A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS, CONSENTING TO THE EXTENSION OF THE DECLARATION OF LOCAL DISASTER EXECUTED BY MAYOR STEVE DIXON ON MARCH 15, 2020, UNTIL MAY 18, 2020 AT 11:59 P.M. CENTRAL STANDARD TIME; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:**AYES: BUMGARNER, FOREST, SHARMA, ENGEL, PIERSON****NAYS: NONE***Motion passed*

22. Consider approval of a resolution approving and authorizing publication of notice of intention to issue Certificates of Obligation, Series 2020, in the principal amount not to exceed \$9,100,000, for the purpose of paying for waterworks and sewer system improvements.

Staff Presentation

Ms. Wallace provided background information regarding the purpose of the item and she responded to the following questions from Council:

FLOWER MOUND TOWN COUNCIL MEETING OF APRIL 20, 2020**PAGE 8**

- What is the Town currently paying on the two series

Council Discussion

There was Council discussion regarding:

- Notation that is utility debt

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

RESOLUTION NO. 05-20

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

VOTE ON MOTION:*Motion passed***AYES: PIERSON, ENGEL, SHARMA, FOREST, BUMGARNER****NAYS: NONE**

23. Public Hearing to consider an ordinance amending the Land Development Regulations (LDR20-0002 – Temporary Government Buildings) by amending Chapter 78 entitled "Administration" and Chapter 98 entitled "Zoning," of the Town's Code of Ordinances to create a temporary government office/classroom definition and standards, and to clarify issuance and operational standards for other temporary uses within the Town of Flower Mound. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its April 13, 2020, meeting)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- Previous discussion
- Benchmark city comparisons
- Proposed definition
- New criteria
- Examples
- Other suggested edits

and she responded to questions from Council members regarding:

- Clarification regarding temporary use definition
- How often can an extension be sought by an applicant
- Is there a limit of the numbers of structures per site
- Any feedback from LISD
- Concerns regarding the possibility of portable buildings being in existence for long periods of time
- Possibility of limiting the number of sequential projects

Mayor Dixon opened the Public Hearing at 8:19 p.m. There were no public hearing comment cards submitted electronically nor were there any participants via the Zoom app. Mayor Dixon closed the Public Hearing at 8:19 p.m.

FLOWER MOUND TOWN COUNCIL MEETING OF APRIL 20, 2020

PAGE 9

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

ORDINANCE NO. 08-20

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 78, "ADMINISTRATION" OF THE TOWN'S CODE OF ORDINANCES, SECTION 78-87, "TEMPORARY USE PERMITS" TO UPDATE THE PROVISIONS GOVERNING THE ISSUANCE OF TEMPORARY USE PERMITS; AMENDING CHAPTER 98, "ZONING" OF THE TOWN'S CODE OF ORDINANCES, THE COMPREHENSIVE ZONING ORDINANCE OF THE TOWN, SECTION 98-2, "DEFINITIONS" TO CREATE A DEFINITION FOR GOVERNMENT OFFICE/CLASSROOM, TEMPORARY; AMENDING SECTION 98-993, "SALES TRAILER, TEMPORARY", TO INCORPORATE STANDARDS FOR THE FIELD OFFICE, TEMPORARY USE; CREATING SECTION 98-1005, "GOVERNMENT OFFICE/CLASSROOM, TEMPORARY", ESTABLISHING STANDARDS FOR THIS USE; AMENDING ARTICLE III, "DISTRICT REGULATIONS" TO ADD "GOVERNMENT OFFICE/CLASSROOM, TEMPORARY" AS A TEMPORARY USE ALLOWED WITHIN ALL ZONING DISTRICTS; AMENDING SECTION 98-952 "USE CLASSIFICATION" ADDING "GOVERNMENT OFFICE/CLASSROOM, TEMPORARY" TO THE SCHEDULE OF USE REGULATIONS CHART AS A USE ALLOWED IN ALL ZONING DISTRICTS; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:*Motion passed***AYES: BUMGARNER, FOREST, SHARMA, ENGEL, PIERSON****NAYS: NONE**

Mayor Dixon opened items 24 and 25 at the same time.

Ms. Murphy announced that the applicant has requested both items be postponed until May 18.

24. Public Hearing to consider an ordinance amending the zoning (Z19-0007- Smith Tract) from Agricultural District (A) uses to Single Family District-10 (SF-10) uses. The property is generally located north of Spinks Road and west of Gerault Road. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its April 13, 2020, meeting)
25. Consider a request for a Development Plan (DP19-0007 – Smith Tract) to develop a residential subdivision with an exception to the access management policy and criteria, regarding driveway spacing, contained in the Town's Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances, and 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 north of Spinks Road and west of Gerault Road. (The Planning and Zoning Commission recommended approval by a vote of 5 to 1 at its April 13, 2020, meeting)

Councilmember Bumgarner moved to postpone item 24, including the Public Hearing, as well as item 25 to May 18, 2020. Councilmember Engel seconded the motion.

FLOWER MOUND TOWN COUNCIL MEETING OF APRIL 20, 2020

PAGE 10

VOTE ON MOTION:*Motion passed (to postpone)***AYES: PIERSON, ENGEL, SHARMA, BUMGARNER****NAYS: FOREST**

26. Consider a request for an exception (RF20-01050) to Section 98-1142, Fence Height and Visibility, of the Code of Ordinances, to build a residential fence in excess of the Town's maximum height standards. The property is located at 3212 Pecan Meadows Drive. (The Town Council postponed the item at its March 2, 2020, meeting)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- General location
- Site plan
- Exception request
- Photos

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

VOTE ON MOTION:*Motion passed***AYES: BUMGARNER, FOREST, SHARMA, ENGEL, PIERSON****NAYS: NONE**

Mayor Dixon opened items 7 and 27 at the same time.

Staff Presentation

Ms. Wallace outlined the purpose and timing for both items.

7. Consider approval of a Professional Services Agreement with ECS Southwest, LLP to provide construction materials engineering and testing for the Forest Vista Drive Reconstruction Phase II (Morriss to Chancellor) and the Forest Vista Water Line project project, in the amount of \$62,378.00; and authorization for the Mayor to execute same on behalf of the Town.

Deputy Mayor Pro Tem Forest moved to approve as presented. Councilmember Pierson seconded the motion.

VOTE ON MOTION:*Motion passed***AYES: PIERSON, ENGEL, SHARMA, FOREST, BUMGARNER****NAYS: NONE**

27. Consider approval of a Construction Agreement with Pavecon Public Works, LP, for the Forest Vista Drive Reconstruction Phase II (Morriss to Chancellor) and the Forest Vista Water Line project, in the amount of \$1,664,279.45; and authorization for the Mayor to execute same on behalf of the Town.

Deputy Mayor Pro Tem Forest moved to approve item 27 as presented. Councilmember Bumgarner seconded the motion.

FLOWER MOUND TOWN COUNCIL MEETING OF APRIL 20, 2020**PAGE 11****VOTE ON MOTION:****AYES: BUMGARNER, FOREST, SHARMA, ENGEL, PIERSON****NAYS: NONE***Motion passed***J./K. CLOSED/OPEN MEETING**

The Town Council did not convene into a closed meeting.

L. ADJOURN REGULAR MEETING

Mayor Dixon adjourned the meeting at 8:30 p.m. on Monday, April 20, 2020, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

STEVE DIXON, MAYOR**ATTEST:**

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 2

CONSENT ITEM

DATE: May 18, 2020

FROM: Theresa Scott, Town Secretary

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

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

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

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

Mr. Barth has indicated he would be willing to serve in this role if selected.

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

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

FISCAL IMPACT: N/A

ATTACHMENTS:

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

LEGAL REVIEW: N/A

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



Denco Area 9-1-1 District

1075 Princeton Street ▪ Lewisville, TX 75067

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

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

FROM: Gregory S. Ballentine, Executive Director

DATE: March 31, 2020

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

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

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

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

1. **Immediate Action (Nominate):** If your city/town would like to nominate a candidate to represent the municipalities on the Denco Board of Managers, please send a letter of nomination, by way of council action, and résumé of the candidate to the Denco Area 9-1-1 District office. Nominees are historically current or formal elected officials in the district; however, there are no official prerequisites. **For a nomination to be considered, written notification of council action must reach the Denco Area 9-1-1 District by 5:00 p.m. May 31, 2020.** No nominations shall be considered after that time.
2. **Future Action (Vote):** On June 1, 2020, Denco staff will send the slate of nominees to each city/town for consideration, requesting the city/town council vote by resolution for one of the nominees. **Written notice of the council's selection must reach the Denco Area 9-1-1 District by 5:00 p.m. on July 31, 2020.** No votes will be accepted after that time. However, if a nominating municipality does not thereafter formally vote, its nomination will automatically count as a vote for its nominee.
3. **Process Closure (Results):** The candidate with the most votes will be the municipalities' representative to the Denco Area 9-1-1 District Board of Managers for the two-year term beginning October 1, 2020.

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

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

Enclosures

Brandon Barth

PROFILE SUMMARY

Results-oriented, dependable self-starter who is knowledgeable of and experienced in media relations, customer service, safety, and hazardous materials work in a fast-paced, high-stress environment. Exhibits superior communication and multi-tasking skills with an acute attention to detail.

EDUCATION

Bachelor of Business Administration, International Business

Georgia College & State University, Milledgeville, GA, May 2007

PROFESSIONAL EXPERIENCE

Flower Mound Fire Department, Town of Flower Mound, TX

March 2014-Present

Emergency Management Officer

- Examines potential disaster events and evaluates the effect on the Town.
- Produces the Town's Emergency Operations Plan. Plans the Town's response to disasters and ensures that all entities are able to respond as outlined in the Emergency Operations Plan.
- Serves in the Town's Emergency Operation Center (EOC), if activated.
- Trains and coordinates activities in preparing for or responding to disaster situations with all Town departments, neighboring communities, schools, hospitals, and public and private agencies
- Responsible for designing, training, and evaluation of periodic exercises to test elements of emergency plan.
- Responsible for ensuring operability of outdoor warning and other Town emergency communication systems.
- Serves as liaison with community, state and federal authorities concerned with disaster planning and response.
- Serves as one of the fire department's Fire Investigators
- Maintains certification as a State of Texas Firefighter and National Registry Emergency Medical Technician
- Coordinates the fire department's Citizen Fire Academy
- Serves as a Public Information Officer

Allied International Emergency, Fort Worth, TX

September 2013-March 2014

Operations Manager

- Managed the daily operations of the company's Fort Worth/Corporate branch.
- Oversaw multiple hazardous materials and environmental remediation projects daily (500+ annually) in a rapid paced environment with multiple deadlines.
- Prepared bids and proposals to current and future customers.
- Ensured that all supplies and equipment at the facility are in a constant state of operational readiness.
- Provided response and laboratory reports to customers as well as state regulatory agencies regarding hazardous material/environmental incidents.
- Executed service agreements with new customers during an emergency response.

Brandon Barth

Allied International Emergency, Fort Worth, TX

May 2011-September 2013

Project Manager

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

Baldwin County Fire Rescue, Milledgeville, GA

January 2007-March 2011

Full-time Firefighter/Public Information Officer

As the department's Public Information Officer, responsibilities include:

- Presented a marketing/communications plan to the department's executive staff, thus creating the position of a PIO as well as creating the department's social media accounts.
- Conducted interviews with local media outlets: newspaper, radio, and TV.
- Wrote news releases and operated the department's social media site.
- Redesigned the department's report writing system and making a quick reference guide to assist those writing reports.
- Interacted with members of the community in both emergency and non-emergency settings; requiring a unique set of customer service skills.
- Worked in conjunction with the Executive Staff of the fire department in projecting their message to the public.
- Assisted in the development of presentations to the County Commissioners as well as the County Manager on behalf of the Fire Chief.
- Provided public service announcements to the public through the use of various media platforms.
- Assisted with grant and compliance research on behalf of the executive staff.

Brandon Barth

As a Firefighter, responsibilities include:

- Worked 24 hour shifts; responding to various types of emergency incidents including emergency medical calls, vehicle accidents, and fires.
- Served as the acting-officer in charge; certified through the National Professional Qualifications Pro Board as a Fire Officer 1; overseeing the day-to-day tasks and emergency operations of the on-duty personnel when the shift officer was absent.
- Served as part of the regional Hazardous Materials Team; certified through the National Professional Qualifications Pro Board as a Hazardous Materials Technician
- Assisted in the training of firefighters; certified through the National Professional Qualifications Pro Board as a Fire Instructor 1
- Provided fire safety demonstrations and classes to children in the local school system.
- Wrote detailed incident reports based on the National Fire Incident Reporting System format.
- Conducted pre-incident/safety inspections of commercial properties to assess dangers and to determine proper mitigation procedures based on building layout, hazards, and building construction.
- Drove and operated fire apparatus to include engines, tankers, aerials, and rescue trucks.

Recognition: Awarded Firefighter of the Year for 2008-2009.

Baldwin County Fire Rescue, Milledgeville, GA

January 2005-January 2007

Part-time/Volunteer Firefighter

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

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. -20

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

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

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

SECTION 1

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

SECTION 2

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

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____ ON THIS 18th DAY OF MAY, 2020.

APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: May 18, 2020

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of a resolution supporting Lewisville Mayor Rudy Durham as the region's primary member and Highland Village Mayor Charlotte Wilcox as the region's alternate member to the North Central Texas Council of Governments Regional Transportation Council (RTC).

BACKGROUND INFORMATION: Membership on the [RTC](#) is either direct membership or group representation. The cities/towns of Lewisville, Flower Mound, and Highland Village share a seat on the RTC. The RTC bylaws state that the person representing a group of several cities shall be selected by the mayors using a weighted vote of the maximum population or employment of the cities represented, and the person selected shall serve a two-year term beginning in June of even-numbered years. In addition, the representative selected shall be serving on one of the governing bodies they represent.

ALTERNATIVES/OPTIONS: Take no action and Lewisville's vote stands given their population.

ATTACHMENTS:

1. RTC Letter
2. RTC membership structure
3. Draft resolution

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

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



The Transportation Policy Body for the North Central Texas Council of Governments
(Metropolitan Planning Organization for the Dallas-Fort Worth Region)

April 23, 2020

The Honorable Rudy Durham
Mayor
City of Lewisville
PO Box 299002
Lewisville, TX 75029

The Honorable Steve Dixon
Mayor
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

The Honorable Charlotte Wilcox
Mayor
City of Highland Village
1000 Highland Village
Highland Village, TX 75077

Dear Mayors Durham, Dixon, and Wilcox:

The North Central Texas Council of Governments (NCTCOG) is the Metropolitan Planning Organization for the Dallas-Fort Worth Metropolitan Area. The Regional Transportation Council (RTC), composed primarily of local elected officials, is the transportation policy body for the MPO. The RTC is responsible for direction and approval of the Metropolitan Transportation Plan, the Transportation Improvement Program, the Congestion Management Process, and the Unified Planning Work Program, and for satisfying and implementing federal and state laws and regulations pertaining to the regional transportation planning process.

Membership on the Regional Transportation Council is either by direct membership or group representation. Each seat on the Regional Transportation Council will be provided a primary member and permitted an alternate member. The Cities of Lewisville, Flower Mound, and Highland Village share a seat on the Regional Transportation Council. The RTC's Bylaws and Operating Procedures state that the person representing a group of several cities shall be selected by the mayors using a weighted vote of the maximum population or employment of the cities represented, and the person selected shall serve a two-year term beginning in July of even-numbered years and shall be serving on one of the governing bodies they represent. A table containing population and employment figures is enclosed.

The Regional Transportation Council maintains a cluster seat for each of the three urbanized areas of Denton, Lewisville, and McKinney. The Bylaws revision states that representation for the three urbanized area seats can come from any of the cities within the respective cluster. The Bylaws further state that in the spirit of integrated transportation planning, all cities within a city-only cluster are eligible to hold the RTC membership seat for the cluster, and the cities should strongly consider rotation of the seat among the entities within the respective cluster. Items to consider when contemplating seat rotation may include: 1) a natural break in a member's government service, such as the conclusion of an elected term, 2) a member's potential to gain an officer position or advance through the officer ranks, 3) a member's strong performance and commitment to transportation planning, or 4) the critical nature of a particular issue or project and its impact on an entity within the cluster.

Page Two

April 23, 2020

An alternate member is the individual appointed to represent an entity or group of entities on the Regional Transportation Council in the absence of the primary member. The alternate member must be predetermined in advance of a meeting and will have voting rights in the absence of the primary member. An entity or group of entities may elect to appoint its alternate member(s) from a pool of eligible nominees. The same requirements apply to alternate members as to primary members. If a primary member is an elected official, then the alternate member must also be an elected official; if a primary member is a non-elected individual, then the alternate member can be either a non-elected individual or an elected official. A best practice for city-only clusters may be to appoint the alternate member from an eligible entity within the cluster that is not providing the primary member.

Your current primary representative on the RTC is Rudy Durham, Mayor, City of Lewisville. Your current alternate representative is Charlotte Wilcox, Mayor, City of Highland Village. You may choose to keep your current primary representatives or appoint a new primary representative and/or alternate representative. **All appointments, whether a reappointment or new appointment, must be received by June 30, 2020.** Per the RTC Bylaws, the new two-year terms begin in July. Please email (VPruitt-Jenkins@nctcog.org), mail (P.O. Box 5888, Arlington, TX 76005-5888), or fax (817/640-3028) your correspondence to Vercie Pruitt-Jenkins of NCTCOG. Please note that your designations must be confirmed in writing by all entities included in this group. Once the appointments have been determined by weighted vote, confirmation of the primary and/or alternate member(s) will be provided to your group.

In addition, the Regional Transportation Council has established an Ethics Policy in accordance with Section 472.034 of the Texas Transportation Code. This policy applies to both primary and alternate RTC members, whether elected or non-elected. All RTC members must also adhere to Chapter 171 of the Local Government Code and to the Code of Ethics from their respective local governments and public agencies. Please remind your representatives to be cognizant of these policies and codes.

We understand that each of you are currently dealing with guidelines and restrictions related to the Caronavirus or COVID-19 pandemic, we are transmitting this request in advance with the hope that it will help you to provide your designations by the **June 30, 2020**, deadline. Entities that have not responded by the end of May will be reminded to provide their designation. Due to Regional Transportation Council Chair Andy Eads' current focus on responsibilities related to COVID-19, this correspondence is being transmitted on the Chair's behalf.

Please contact Vercie Pruitt-Jenkins at VPruitt-Jenkins@nctcog.org or 817/608-2325 if you have any questions. We look forward to hearing from you.

Sincerely,



Michael Morris, P.E.
Director of Transportation

VPJ
Enclosure

cc: Ms. Donna Barron, City Manager, City of Lewisville
Mr. Michael Leavitt, City Manager, City of Highland Village
Mr. Jimmy Stathatos, Town Manager, Town of Flower Mound

<u>City</u>	<u>2018 Population</u>	<u>2014 Employment</u>	<u>Maximum of Population & Employment</u>
City Membership			
Plano	281,390	274,623	281,390
McKinney	179,970	58,005	179,970
Anna	13,690	534	13,690
Princeton	10,560	1,645	10,560
Fairview	9,520	1,968	9,520
Melissa	9,580	1,325	9,580
Allen	96,870	39,278	96,870
Lucas	7,710	2,101	7,710
Wylie	49,500	19,940	49,500
Rowlett	58,830	13,289	58,830
Sachse	58,830	1,960	58,830
Murphy	20,010	3,623	20,010
Frisco	172,940	74,099	172,940
Prosper	22,650	3,077	22,650
Little Elm	42,040	4,486	42,040
The Colony	42,090	8,576	42,090
Celina	13,090	1,820	13,090
Providence Village	6,550	322	6,550
Dallas	1,286,380	1,126,984	1,286,380
University Park	22,890	13,536	22,890
Highland Park	8,520	5,272	8,520
Garland	236,030	101,932	236,030
Addison	15,760	66,566	66,566
Richardson	110,140	130,960	130,960
Irving	237,490	288,487	288,487
Coppell	41,100	42,084	42,084
Mesquite	143,350	61,034	143,350
Balch Springs	24,660	6,183	24,660
Seagoville	16,180	5,666	16,180
Sunnyvale	5,540	5,155	5,540
Grand Prairie	189,430	84,554	189,430
Duncanville	39,470	16,227	39,470
DeSoto	52,870	19,240	52,870
Cedar Hill	47,480	16,201	47,480
Lancaster	37,880	13,267	37,880
Glenn Heights	11,680	1,114	11,680
Hutchins	5,950	4,084	5,950
Carrollton	132,330	107,662	132,330
Farmers Branch	31,590	78,393	78,393
Denton	130,990	76,474	130,990
Sanger	8,400	4,287	8,400
Corinth	21,030	6,429	21,030
Lake Dallas	7,260	1,811	7,260
Lewisville	104,780	68,798	104,780
Flower Mound	73,130	34,187	73,130
Highland Village	15,540	5,396	15,540
Fort Worth	829,560	504,040	829,560
Arlington	383,950	212,737	383,950
N. Richland Hills	67,530	27,093	67,530
Richland Hills	7,920	6,055	7,920
Haltom City	42,740	23,793	42,740
Watauga	23,610	5,813	23,610
White Settlement	17,380	9,029	17,380
River Oaks	7,310	1,880	7,310
Lake Worth	4,730	6,125	6,125

Westworth Village	2,620	1,097	2,620
Saginaw	21,730	10,131	21,730
Azle	12,140	4,554	12,140
Sansom Park	5,050	857	5,050
Keller	44,940	15,242	44,940
Grapevine	49,240	92,774	92,774
Southlake	29,580	32,998	32,998
Colleyville	25,010	10,358	25,010
Westlake	1,380	6,360	6,360
Trophy Club	11,370	1,173	11,370
Roanoke	8,330	8,135	8,330
Hurst	38,410	21,743	38,410
Euless	55,170	20,205	55,170
Bedford	48,600	30,660	48,600
Mansfield	65,660	31,353	65,660
Benbrook	22,760	7,238	22,760
Forest Hill	12,840	3,749	12,840
Crowley	14,660	5,648	14,660
Everman	6,090	1,766	6,090
Kennedale	7,420	4,006	7,420
Total	6,021,400	4,009,266	6,245,137

Allocation for City Seats

**Seat Threshold Based on Combined
Higher of Population or Employment
Resulting RTC City Seats**

2018 Population by County Grouped By RTC Seats

County Membership

	2018 Population
<u>Collin County</u>	969,730
<u>Dallas County</u>	2,529,150
<u>Denton County</u>	844,260
<u>Tarrant County</u>	1,989,810
<u>Ellis County</u>	183,360
Ennis	18,910
Waxahachie	35,550
Midlothian	30,400
Red Oak	12,790
<u>Kaufman County</u>	119,670
Forney	20,280
Kaufman	6,730
Terrell	16,650
Combined Ellis and Kaufman Populatio	303,030
<u>Johnson County</u>	168,890
Burleson	44,860
Cleburne	30,230
Keene	6,290
Joshua	6,770
<u>Hood County</u>	65,060
Granbury	9,520
Combined Johnson and Hood Populatio	233,950
<u>Hunt County</u>	95,960
Commerce	8,260
Greenville	27,060
<u>Rockwall County</u>	97,990
Rockwall	43,750
Heath	8,180
Royse City	12,060
Fate	13,240
Combined Hunt and Rockwall Populatio	193,950

<u>Parker County</u>	131,210
Weatherford	27,900
Mineral Wells	16,790

<u>Wise County</u>	62,700
Decatur	6,600
Bridgeport	<u>6,150</u>

Combined Parker and Wise Population	193,910
--	----------------

County Membership Total

DART
DCTA
FWTA
DFW Airport
TxDOT Dallas
TxDOT Fort Worth
NTTA

Transportation Providers

Total Members

Data Based on NCTCOG 2018 Population Estimates and 2014 Employment Estimates

TOWN OF FLOWER MOUND, TEXAS**RESOLUTION NO. _____****A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS,
APPOINTING A PRIMARY MEMBER AND AN ALTERNATE MEMBER TO THE REGIONAL
TRANSPORTATION COUNCIL.**

WHEREAS, the Regional Transportation Council (RTC) Bylaws and Operating Procedures state that "The person representing a group of several cities shall be selected by the mayors using a weighted vote of the maximum population or employment of the cities represented"; and,

WHEREAS, the cities/towns of Flower Mound, Highland Village, and Lewisville share one seat on the RTC; and,

WHEREAS, the Town of Flower Mound desires to support the appointment of Rudy Durham, Mayor of Lewisville, to serve as the primary member of the RTC seat for a term of two years, beginning June of 2020; and,

WHEREAS, the Town of Flower Mound desires to support the appointment of Charlotte Wilcox, Mayor of Highland Village, to serve as the alternate member of the RTC for a term of two years, beginning June of 2020; and,

WHEREAS, this resolution shall become effective immediately upon its passage and approval.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, ON THIS THE 18th DAY OF MAY, 2020**

APPROVED:

Steve Dixon, Mayor**ATTEST:**

Theresa Scott, Town Secretary



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: May 18, 2020

FROM: Kay Wilkinson, Budget Officer

ITEM: Consider approval of a resolution authorizing the Town to join with the Oncor Cities Steering Committee to deny Oncor Electric Delivery Company LLC's application for approval to amend its Distribution Cost Recovery Factor.

BACKGROUND INFORMATION: On April 3, 2020, Oncor Electric Delivery Company LLC ("Oncor" or "Company") filed an Application for Approval to Amend its Distribution Cost Recovery Factor ("DCRF") to increase distribution rates with each of the cities in their service area. This is Oncor's third filing under a law adopted in 2011 allowing electric utilities to file limited issue, limited review cases. In the filing, the Company asserts that it is seeking an increase in distribution revenues of \$75,889,531 (an approximate increase of \$0.88 to the average residential customer's bill).

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

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

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

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

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

ATTACHMENTS:

1. Resolution

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

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

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

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

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

WHEREAS, on or about April 3, 2020, Oncor filed with the Commission an Application to Amend its Distribution Cost Recovery Factor ("DCRF"), Commission Docket No. 50734, seeking to increase distribution rates by \$75.9 million annually (an approximate \$0.88 increase to the average residential customer's bill); and

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

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

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

WHEREAS, OCSC's members and attorneys recommend that members deny Oncor's DCRF.

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

SECTION 1. That the Town is authorized to participate with OCSC in Commission Docket No. 50734.

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

SECTION 3. That the rates proposed by Oncor to be recovered through its DCRF charged to customers located within the Town limits, are hereby found to be unreasonable and shall be denied.

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

SECTION 5. That the Town's reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of the adoption of this Resolution.

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

SECTION 7. That a copy of this Resolution shall be sent to Tab Urbantke, Attorney for Oncor, at Hunton Andrews Kurth LLP, 1445 Ross Avenue, Suite 3700, Dallas, Texas 75202, and to Thomas Brocato, General Counsel to OCSC, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, TX 78767-1725, or tbrocato@lglawfirm.com.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ON THIS THE 18TH DAY OF MAY, 2020.

Steve Dixon, Mayor

ATTEST:

Theresa Scott, Town Secretary



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: May 18, 2020

FROM: Steve Allen, Utility Services Manager

ITEM: Consider approval of an increase to the annual purchase contract for utility cut repairs from Apex Concrete Construction, Inc., from \$65,000.00 to a new total of \$120,000.00.

BACKGROUND INFORMATION: On July 20, 2015, Town Council approved the purchase of utility cut Repairs for the Public Works Utility Services division, using the competitive bid process, for the total amount of \$65,000. There is currently one year remaining on the contract. This contract provides for concrete, asphalt, and minor landscape repairs to restore areas damaged as a result of water and sewer line repairs. Services are ordered on an as-needed basis.

Utility Services has seen an increase in the occurrence of main breaks and leaks. Repairs to these lines often means removing concrete from streets, sidewalks, and other hardscaped surfaces, that are restored after the leak is repaired. This results in higher expenditures for concrete and asphalt repairs, which are largely performed by a third-party vendor.

This item will authorize Town staff to expend the currently budgeted funds with Apex Concrete Construction, Inc.

FISCAL IMPACT: \$55,000.00

Proposed Expenditure:

\$55,000.00

Account Number(s):

200-690-92320-4303

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

ATTACHMENTS:

N/A

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



TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: May 18, 2020

FROM: Tiffany Bruce, P.E., Exec. Director of Public Works/Town Engineer

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

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

The Town entered into a lease agreement for this property on April 16, 2018, with Wayne Haynes Estate. This lease expired on May 1, 2020, and the Lessee has requested renewing this lease for an additional two years.

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

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

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

ATTACHMENTS:

1. Proposed Farm Lease

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

FARM LEASE

This Farm Lease (the "Agreement" or the "Lease") is made and entered into this 18th day of May, 2020, by and between Town of Flower Mound, (Lessor"), and Wayne Haynes Estate ("Lessee").

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

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

2. Term. The term of this Lease shall be from May 18, 2020 to May 17, 2022, both dates inclusive, unless sooner terminated as herein provided. The term of this Lease shall continue from month to month thereafter unless either party gives thirty (30) days written notice to the other party before the expiration of any term hereof, or unless terminated and not continued in the event Lessee fails to pay Lessor the yearly rent in advance on or before the anniversary date of this Lease. It is further understood and agreed to by the Lessee that the Lessor shall have the right to develop any portion for Town purposes during the term of this Lease. In such event, Lessor may cancel and terminate this Lease by giving Lessee thirty (30) days written notice of termination. In the development of the Premises or any portion thereof, and notification of cancellation and termination of this Lease or partial termination of the Lease by Lessor, Lessor shall prorate the Rest (as defined below) and reimburse Lessee for any unearned rent. Lessor reserves the right to assign this Lease.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Other Provisions.

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

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

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

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

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

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

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

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

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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

LESSOR:

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

By: _____

Name: Steve Dixon

Title: Mayor

LESSEE:

By: *Ron W. Haynes*

Name: Wayne Haynes Estate
Ron Haynes, Executor



TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: May 18, 2020

FROM: Steve P. Allen, Utility Services Manager

ITEM: Consider approval of a Professional Services Agreement with Plummer Associates, Inc., Inc. for development of a Utility Services Risk and Resiliency Assessment in the amount of \$44,935.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: In October 2018, Congress passed America's Water Infrastructure Act (AWIA). This Act requires community water systems serving more than 3,300 people to conduct a Risk and Resiliency Assessment (RRA) and to provide it to the United States Environmental Protection Agency. Based on Flower Mound's population, the assessment is due by December 31, 2020.

The scope of the Professional Services Agreement provides for development of a comprehensive inventory of all critical assets and processes, as well as a Financial/Enterprise Infrastructure Assessment. Using this data, the consultant will recommend high-level mitigation strategies based on industry best management practices.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$44,935.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$44,935.00	200-690-92100-5230

Finance Review by: Debra L. Wallace, Deputy Town Manager *DLW*

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

ATTACHMENTS:

1. Professional Services Agreement

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
PLUMMER ASSOCIATES, INC.**

This contract is entered into on this 18th day of May, 2020, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as “TOWN”), acting by and through its Mayor, and **Plummer Associates, Inc.**, (“hereinafter referred to as “CONSULTANT”) whose address is 1320 S. University Drive, Suite 300, Fort Worth, Texas 76107.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to development a Risk and Resiliency Assessment for the Town of Flower Mound Water Distribution and Wastewater Collections & Treatment systems; and

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

TERMS OF AGREEMENT

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

I.

Employment of Consultant

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

II.

Scope of Services

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

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed Forty-Four Thousand Nine Hundred Thirty-Five and No/100 Dollars (\$44,935.00). This total payment for services includes CONSULTANT’s ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

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

Each month CONSULTANT will submit to TOWN an invoice for actual services performed and reimbursable expenses incurred by CONSULTANT during the previous month for which payment is sought. Each invoice shall be itemized to show the amount of work performed that month broken down by the identity of the person(s) performing such work, the amount of time expended by such person(s) in performing that work, the billing rate for each such person, and a brief summary of the work performed by each

such person. Each invoice shall also state the percentage of work completed on the Project, the total of the current invoice amount and a running total balance for the Project to date.

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

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

IV. **Revisions of the Scope of Services**

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

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

V. **Term**

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

VI. **Contract Termination Provision**

Notwithstanding any other provision of this Contract, this Contract may be terminated at any time by TOWN for any reason, with or without cause, by providing CONSULTANT thirty (30) days written notice of such termination. Upon receipt of such notice, CONSULTANT shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract.

VII. **Ownership of Documents**

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

VIII. **Insurance**

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

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

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

The following policies and coverage shall be required:

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

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

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

1. The TOWN shall be named as an additional insured on the Commercial General Liability policy, by using endorsement CG2026 or broader;

2. The TOWN shall also be named as an additional insured as to all other applicable coverage save and except the Worker's Compensation Insurance and Professional Liability Insurance;
3. Each policy will require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to TOWN by certified mail to:

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

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

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

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

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

D. CONSULTANT agrees to the following:

1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against TOWN, it being the intention that the insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies;
2. Companies issuing the insurance policies and CONSULTANT shall have no recourse against TOWN for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of CONSULTANT;
3. Approval, disapproval or failure to act by TOWN regarding any insurance supplied by CONSULTANT (or any subcontractors) shall not relieve CONSULTANT of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CONSULTANT from liability; and
4. No special payments shall be made for any insurance that the CONSULTANT and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

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

IX.

Right to Inspect Records

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

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

compliance with the provisions of the paragraph. TOWN shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

X.

Successors and Assigns

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

XI.

CONSULTANT's Liability

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

XII.

Indemnification

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

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

XIII. Independent Contractor

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

XIV. Default

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

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

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

XV.
Provisions Surviving Termination

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

XVI.
Changes

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

XVII.
Conflicts of Interest

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

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

XVIII.
Confidential Information

CONSULTANT hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in

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

XIX. **Notice Information**

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

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

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

Ellen McDonald, PhD., P.E.
Project Engineer
Plummer Associates, Inc.
1320 S. University Drive, Suite 300
Fort Worth, Texas 76107
817-806-1750 Telephone

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

XX. **Applicable Law**

The Contract is entered into subject to the Flower Mound Town Charter and ordinances of TOWN, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. CONSULTANT will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with CONSULTANT's income.

XXI.
Non-Discrimination

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

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

XXII.
Arbitration

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

XXIII.
No Waiver of Governmental Immunity

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

XXIV.
Severability

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

XXV.
Remedies

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

XXVI.
Entire Agreement

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

XXVII.
Non-Waiver

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

XXVIII.
Headings

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

XXIX.
Venue

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

XXX.
No Third Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (TOWN and CONSULTANT) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no

way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with TOWN or CONSULTANT or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either TOWN or CONSULTANT.

[The remainder of this page is left blank intentionally]

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

THE TOWN OF FLOWER MOUND, TEXAS

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

Date Signed: _____

Attest:

Town Secretary

**CONSULTANT:
Plummer Associates, Inc.**

By: Ellen McDonald
 Name: Ellen McDonald
 Title: Principal
 Date Signed: 4/15/2020

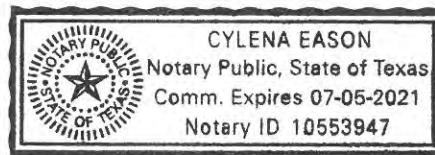
State of Texas §
 §
 County of Tarrant §

This instrument was acknowledged before me on the 15 day of April, 2020, by Ellen McDonald in his capacity as Principal of Plummer Associates, Inc. a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of Authorized Representative

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 15th DAY OF April, 2020.

Cylena Eason
 Notary Public, State of Texas

My Commission Expires:
7/5/2021



Town of Flower Mound

Water System Risk and Resilience Assessment

1 BACKGROUND

In October 2018, Congress passed America's Water Infrastructure Act (AWIA, or the Act). This Act requires community water systems (CWSs) serving more than 3,300 people to conduct a Risk and Resilience Assessment (RRA), update Emergency Response Plans (ERPs) and to send the United States Environmental Protection Agency (EPA) certifications of their completion according to the schedule presented in Table 1.

Table 1: AWIA Requirements and Certification Deadlines by CWS Size

Population Served	Certification Deadlines	
	Risk and Resilience Assessment	Emergency Response Plan*
≥100,000	March 31, 2020	September 30, 2020
50,000-99,999	December 31, 2020	June 30, 2021
3,301-49,999	June 30, 2021	December 30, 2021

*ERP certifications are due as soon as possible and no later than 6 months from the date of the risk assessment certification to EPA. The ERP dates shown are certification dates based on a utility submitting a risk assessment on the final due date.

The EPA determines each entity's population from the value entered in the Safe Drinking Water Information System (SDWIS) in the fourth quarter of 2018. According to this database, the Town of Flower Mound (Town) served 64,669 people at the end of 2018. Therefore, the Town's RRA must be certified by December 31, 2020. The ERP must be updated no later than 6 months after certification of the RRA.

The Town requested that Plummer submit a proposal for developing an RRA for the Town that complies with AWIA requirements.

2 PROJECT APPROACH

This project will consist of the Risk and Resiliency Assessment (RRA) due by December 31st, 2020. To the extent that Town staff has availability, Plummer will involve Town staff throughout the development of the RRA.

As the primary entity providing water distribution and wastewater services to approximately 65,000 customers, the Town of Flower Mound must continuously manage and mitigate a host of asset and non-asset or enterprise (business) risks. The AWIA legislation does not indicate a specific risk assessment standard, methodology, or tool that must be used when preparing an RRA. The previously developed risk methodology most closely related to the new AWIA legislation is the AWWA J100-10 (R13) standard: Risk and Resilience Management of Water and Wastewater Systems. This AWWA standard was adapted for water systems from Risk Analysis and Management for Critical Asset Protection (RAMCAP), which was developed by the American Society of Mechanical Engineers in 2010 and endorsed by the Department of Homeland Security for critical infrastructure protection. The J100 standard provides a process for defining risk as a function of consequences, vulnerabilities, and likelihood of man-made threats, natural disasters, and dependency and proximity hazards. In August 2019 the EPA also developed some guidance for completing an RRA in the document titled Baseline Information on Malevolent Acts for Community Water Systems. **Plummer will use the AWWA J100 standard and the additional EPA guidance as a framework for developing the RRA.**

2.1 DRINKING WATER ASSESSMENT

Plummer will begin the RRA by developing a comprehensive inventory of all critical assets/processes in the Town's drinking water system. Since the Town does not own and operate its own water treatment facilities, the evaluation of assets will begin at the delivery point to the Flower Mound system and will include, pipelines and constructed conveyances, storage and distribution facilities, electronic/computer/automated systems, monitoring practices, chemical storage and handling, and operation and maintenance of the system, as applicable.

We will develop this inventory by reviewing the previous vulnerability assessment (developed by Plummer), GIS data, engineering drawings, master plans, emergency/hazard response plans, economic development plans, and by conducting an on-site workshop with Town staff from multiple departments. Plummer will also conduct on-site inspections of Town-owned facilities to identify security issues and vulnerabilities. After developing the inventory of critical water system assets, Plummer will identify potential threats to each asset such as malevolent threats, natural disasters, internal accidental threats, or dependency and proximity hazards. Each threat will be tied to an asset to create a "threat-asset" pairing. Threat likelihood, consequence, and vulnerability will be assigned to each threat-asset pair and the pairs will be ranked to develop a risk-based prioritization of threats and assets to the Town's water

system. These threat asset pairs will be entered into the EPA developed Vulnerability Self-Assessment Tool (VSAT) Web 2.0. This tool was specifically developed for the RRA process.

2.2 FINANCIAL/ENTERPRISE INFRASTRUCTURE ASSESSMENT

In parallel to the water system assessment described above, Plummer will also conduct an assessment of the Town's financial/enterprise infrastructure. The enterprise risks highlighted by AWIA are primarily those associated with the utility's financial and technological infrastructure, but other non-asset risks include those related to staffing, policies/procedures, customers, and the community. The consequences of not planning for these types of risks are often equally as severe as not planning for events like droughts and flooding. Our approach covers the full spectrum of risks that may be encountered.

Plummer will collaborate with the Water Utilities Operations team to identify the consequences of these risks for the team specifically, and then identify appropriate staff and stakeholders to prioritize key financial and enterprise policies and procedures that can mitigate specific enterprise risks. At a minimum, and in compliance with the AWIA, incorporated financial risks will relate to meeting fund reserve targets, collecting sufficient revenues, maintaining high bond ratings, service area affordability metrics, successfully transferring knowledge/data, the Water Utility's billing system, etc. The risk inventory will be supplemented with occurrence data from other entities, data from the AWWA manual M19 Emergency Planning for Water and Wastewater Utilities, and other publicly available sources. The inventory will be created in accordance with the objectives laid out in the AWWA J100 standard.

2.3 MITIGATION STRATEGIES

After completing both the asset and non-asset (enterprise) risk assessments, Plummer will suggest high-level mitigation strategies based on industry best practices. These may include additional redundancy, changes in practices, and training. Specifically, Plummer will issue a final report that includes mitigation strategies for the top 10 highest scoring threat-asset pairs for both asset and non-asset (enterprise) risks, as well as Key Performance Indicators (KPIs) to measure risk mitigation success. The strategies will identify what is currently in place and what is needed to mitigate or prevent the risk, and recommendations will include estimated level of effort and any potential budget dollars for outside resources.

3 SCHEDULE

Plummer will complete the RRA prior to the December 31, 2020 deadline.

4 COMPENSATION

The above services will be provided as a lump sum amount of \$44,935.

ATTACHMENT B



TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: May 18, 2020

FROM: David Bauer, Construction Manager

ITEM: Consider approval of the furnishing and installation of Phoenix G2 - Automated Fire Station Alerting System for Fire Station No. 7 in the amount of \$53,742.06; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The station alerting system is the manner in which the units are dispatched and personnel are alerted to a call for service. The system is initiated in Dispatch who then "alerts" the station. The system consists of a station controller, lights, speakers and message boards which provide call information to fire personnel as to call type and call location. This system is identical to the system installed in all town fire stations.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$53,742.06

Proposed Expenditure/(Revenue):	Account Number(s):
\$49,993.61	505-111-50082
\$ 3,748.45	533-111-50082

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

Total project cost is \$7,700,000. Funding sources are:

- Other \$ 300,000
- Cash from General Fund \$ 900,000
- Tax debt \$ 6,500,000

LEGAL REVIEW: N/A

ATTACHMENTS:

1. US Digital Designs Quote

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

US DIGITAL DESIGNS

Tempe, Arizona USA

Phoenix G2 - Automated Fire Station Alerting

Quotation to:

Flower Mound, Texas
Flower Mound Fire Department

Project:

G2 Fire Station Alerting System
One (1) Station System

Proposal number:

TX_FLWR004

Revision #

1

[Pricing Protected per Public Procurement Authority (PPA), Master Price Agreement (MPA) available to members of National Purchase Partners, LLC dba FireRescueGPO, dba Public Safety GPO, dba Law Enforcement GPO and dba NPPGov - Contract #VH 1164 - more information available at <https://nppgov.com/contract/us-digital-designs>]

The Flower Mound Fire Department is Already Member # M-5692373

Quote Date:

16-Apr-2020

Quote Expires:

15-Jul-2020

INSTALLATION BY:

Crosspoint Communications Inc.
Steve LePrell (sleprell@crosspointcomm.com)

By:

Peter Donkin
Project Manager

US Digital Designs, Inc.

1835 E Sixth St #27
Tempe, AZ 85281
602-687-1759 direct
480-290-7892 fax
pdonkin@usdd.com

[This Proposal is subject to corrections due to Errors or Omissions]

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
 Tempe, Arizona 85281
 877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 4/16/2020
 Expires: 7/15/2020

Quote SUBMITTED TO:
Flower Mound, Texas
Flower Mound Fire Department

REF PROPOSAL**TX_FLWR004 v1****STATION-LEVEL****STATION 07**

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.TX_FLWR.FS07.FSA.2018.07.26.pdf

STATION SYSTEM LICENSES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SL1	Ea	USDD	1	G2 VOICEALERT - Single Station License.	VA	\$ 1,030.00	\$ 927.00	\$ 927.00	
SL2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	G2-APP-DLI	\$ 108.00	\$ 97.20	N/A - Included	

STATION SYSTEM CONTROLLER									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SC1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 21,750.00	\$ 19,575.00	\$ 19,575.00	
SC2	Kit	USDD	0	G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	EXP	\$ 7,325.00	\$ 6,592.50	\$ -	
SC3	Kit	USDD	0	Rack Mount Ears for ATX or EXP	ATX-E	\$ 54.00	\$ 48.60	\$ -	
SC4	Kit	USDD	0	Base Plate for ATX or EXP	ATX-P	\$ 54.00	\$ 48.60	\$ -	
SC5	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ 830.70	
SC6	Ea	TBD	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 57.00	\$ 51.30	\$ 51.30	

STATION SYSTEM PERIPHERAL COMPONENTS									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SP1a	Ea	TBD	0	Audio Amplifier, External, Standard	AMP	\$ 987.00	\$ 888.30	\$ -	
SP1b	Ea	TBD	0	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 66.00	\$ 59.40	\$ -	
SP2	Ea	USDD	3	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 725.00	\$ 652.50	\$ 1,957.50	
SP3a	Ea	USDD	1	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 975.00	\$ 877.50	\$ 877.50	
SP3b	Ea	TBD	0	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	FP-43	\$ 1,377.57	\$ 1,239.81	\$ -	
SP3c	Ea	TBD	0	Flat Panel / TV Mount- Universal 23"-46" Tilt	FPM-U	\$ 107.86	\$ 97.07	\$ -	
SP4	Ea	USDD	0	G2 I/O REMOTE Module w/ 8 In & 8 Out	IOR	\$ 1,275.00	\$ 1,147.50	\$ -	
SP5	Ea	USDD	0	Push Button, Standard (Black)	PB-B	\$ 110.00	\$ 99.00	\$ -	
SP6	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	\$ 110.00	\$ 99.00	\$ -	
SP7	Ea	USDD	0	G2 MESSAGE REMOTE 2 Module (2017 Version 2)	MR2	\$ 1,275.00	\$ 1,147.50	\$ -	
SP9a	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 915.00	\$ 823.50	\$ -	

SP9b	Ea	USDD	2	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,050.00	\$ 945.00	\$ 1,890.00	
SP9c	Ea	USDD	2	G2 MESSAGE SIGN (Digital LED) EXTENDED GammaSign / 36" Active Screen Width	MS-G-E	\$ 1,575.00	\$ 1,417.50	\$ 2,835.00	
SP9d	Ea	USDD	0	MS-G Adapter Plate, SINGLE. VESA 100, joins (1) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-S	\$ 38.00	\$ 34.20	\$ -	
SP9e	Ea	USDD	0	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-D	\$ 49.00	\$ 44.10	\$ -	
SP9f	Ea	USDD	0	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	MS-HK	\$ 73.00	\$ 65.70	\$ -	
SP11	Ea	TBD	0	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 287.00	\$ 258.30	\$ -	
SP12a	Ea	USDD	1	G2 ROOM REMOTE 2 Module / 2017 version 2	RR2	\$ 2,025.00	\$ 1,822.50	\$ 1,822.50	
SP12c	Ea	USDD	0	RR2 Adapter Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	\$ 46.00	\$ 41.40	\$ -	
SP12d	Ea	USDD	0	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-SMB	\$ 175.00	\$ 157.50	\$ -	
SP15	Ea	USDD	13	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 325.00	\$ 292.50	\$ 3,802.50	
SP16	Ea	USDD	0	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	SPK-LED-SM	\$ 325.00	\$ 292.50	\$ -	
SP17a	Ea	USDD	0	G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays includes Cable Hanging Kit (typically requires MR2 for power/signal/control)	SPK-OAS	\$ 815.00	\$ 733.50	\$ -	
SP17b	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	\$ 13.00	\$ 11.70	\$ -	
SP17c	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	\$ 48.00	\$ 43.20	\$ -	
SP17d	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OAS-SMB	\$ 42.00	\$ 37.80	\$ -	
SP18a	Ea	USDD	7	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 85.00	\$ 76.50	\$ 535.50	
SP18b	Ea	USDD	0	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 85.00	\$ 76.50	\$ -	
SP19	Ea	USDD	0	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 310.00	\$ 279.00	\$ -	
SP21	Ea	USDD	1	G2 Strobe Light / Red LED	STR	\$ 550.00	\$ 495.00	\$ 495.00	
SP20	Ea	USDD	1	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ 47.70	
SP22	Ea	USDD	0	VIDEO DOOR STATION - Doorbell & Camera that ties into G2 FSAS (HDTV Remote) - Includes Power Injector	VDS	\$ 1,700.00	\$ 1,530.00	\$ -	

STATION SYSTEM SERVICES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	1	Station Installation by Crosspoint Communications Inc.	ST-INST	\$ 14,088.32	\$ 12,679.49	\$ 12,679.49	
SS2	Ea	USDD	0	Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	\$ -	\$ -	
SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 2,260.73	\$ 2,034.66	\$ 2,034.66	

SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 1,110.53	\$ 999.48	\$ 999.48	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 447.76	\$ 402.98	\$ 402.98	
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 66.42	\$ 59.78	\$ 59.78	
SS7a	Ea	USDD	0	Station Training - Configuration and Equipment. On-Site @ Station. 4 Hours, 1 Visit. (for Technical Services Staff)	TRA-UT-O	\$ 4,025.00	\$ 3,622.50	\$ -	
SS7b	Ea	USDD	0	Station Training - User/Technician / Remote Refresh (2 Hours)	TRA-UT-R	\$ 600.00	\$ 540.00	\$ -	
SS8a	Ea	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-O	\$ 5,325.00	\$ 4,792.50	\$ -	
SS8b	Ea	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 2,725.00	\$ 2,452.50	\$ -	
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.0	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST)	RS-1YR-STD	\$ 3,564.72	\$ 3,208.25	3208.248 but No Charge For Initial Warranty Period / Not Included in Subtotals	
SW2	YR	USDD	0.0	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 3,564.72	\$ 3,208.25	\$ -	

STATION 07		System:	\$ 51,823.59
		Shipping:	\$ 882.00
		Warranty & Support:	\$ -
		Texas Cost Recovery Fee:	\$ 1,036.47
		STATION SUBTOTAL:	\$ 53,742.06

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

See Section Totals Page for Explanation of the Texas Cost-Recovery Fee

Warranty & Support Notes:

Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

For FSASaaS Program: The cost of service and support beyond initial warranty period is included in the FSASaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSASaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

Station System Installation Notes:

- 01 - Unless specifically detailed in this proposal, no installation by USDD or its subcontractors is assumed or provided.
- 02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
- 03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
- 04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
- 05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.
- 06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
- 07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
- 08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
- 09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
- 10 - Structural backing for system devices and other millwork (not specifically detailed) by others.
- 11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
- 12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
- 13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
- 14 - USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
- 15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27

Tempe, Arizona 85281

877-551-8733 tel

480-290-7892 fax

QUOTE

DATE: 4/16/2020

Expires: 7/15/2020

Quote SUBMITTED TO:

Flower Mound, Texas

Flower Mound Fire Department

REF PROPOSAL

TX_FLWR004 v1

Section Totals

SECTION TOTALS		
[UNLESS OTHERWISE NOTED, ALL PRICES ARE \$US]		
Includes:	STATION 07 SYSTEM:	\$ 52,705.59
	STATION 07 WARRANTY & SUPPORT:	\$ -
	STATION 07 TEXAS COST RECOVERY FEE:	\$ 1,036.47
Notes: One (1) Station System currently included in this proposal, with installation cost only able to be estimated at this point, pending final authorized station system designs being submitted to local G2 Trained & Certified Installation Contractor for Quoting		
US Digital Designs System Total		\$ 53,742.06

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

(TBD By Customer) Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

The Texas Cost-Recovery Fee is a fee charged by USDD to offset amounts incurred by USDD to calculate, file and pay franchise taxes charged by the State of Texas for doing business within the state. The recovery fee is NOT a tax that is required to be paid by the customer and collected by USDD. More information from the Texas State Comptrollers Office on this here <https://star.comptroller.texas.gov/view/201008851>

STANDARD TERMS AND CONDITIONS OF SALE

(Contract Sales)

1. **REMITTANCES** All invoices shall be due and payable upon receipt in United States currency, free of exchange, or any other charges, or as otherwise agreed in writing by US Digital Designs, Inc. (hereinafter called "USDD").
2. **PROPOSALS** This proposal expires 30 days after its date. Prices are subject to correction for error.
3. **PROGRESS PAYMENTS** USDD reserves the right to invoice Customer monthly for all materials delivered. Invoices are due NET 30 upon receipt by Customer. If the Customer becomes overdue in any progress payment, USDD shall be entitled to suspend further shipments, shall be entitled to interest at the annual rate of 18%, and also to avail itself of any other legal remedies. Customer agrees that it will pay and/or reimburse USDD for any and all reasonable attorneys' fees and costs which are incurred by USDD in the collection of amounts due and payable hereunder.
4. **CANCELLATION AND SUSPENSION** Any order resulting from this proposal is subject to cancellation or instructions to suspend work by the Customer only upon agreement to pay USDD for all work in progress and all inventoried or ordered project parts and materials, and all other costs incurred by USDD related to the contract.
5. **TAXES** All taxes of any kind levied by any federal, state, municipal or other governmental authority, which tax USDD is required to collect or pay with respect to the production, sale, or delivery of products sold to Customer shall be the responsibility of Customer. Customer agrees to pay all such taxes and further agrees to reimburse USDD for any such payments made by USDD.
6. **LOSS, DAMAGE OR DELAY** USDD shall not be liable for any loss, damage, or delay occasioned by any causes beyond USDD's control, including, but not limited to, governmental actions or orders, embargoes, strikes, differences with workmen, fires, floods, accidents, or transportation delays. IN NO EVENT SHALL USDD BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES.
7. **WARRANTY:** USDD warrants and guarantees its products for 12 months from the day of shipment to Customer (the "Warranty Period"), subject to the terms and limitations set forth herein. The Customer's rights and remedies with respect to a product found to be defective in material or workmanship shall be limited exclusively to the rights and remedies set forth herein. Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this warranty null, void and of no further effect. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.

7.1 PRODUCT DEFECTS. If a product is defective and a valid claim is made within the Warranty Period, at its option, USDD will either (1) repair the defective product at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the product with a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original product. Any replacement product or part, including a user-installable part that has been installed in accordance with instructions provided by USDD, shall remain under warranty during the Warranty Period or for 90 days from the date of repair, whichever is later. When a product or part is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of USDD. Customer shall be responsible for and bear all risks and costs of shipping any products to USDD for repair. USDD shall be responsible for and bear all risks and costs of returning any product to Customer after repair or replacement. Replacement products will be returned to Customer configured as it was when the product was originally purchased, subject to applicable updates.

7.2 CLAIMS. Prior to making a Warranty claim, Customer is encouraged to review USDD's online help resources. Thereafter, to make a valid claim hereunder, Customer must contact USDD technical support and describe the problem or defect with specificity. The first such contact must occur during the Warranty Period. USDD's technical support contact information can be found on USDD's web site at <http://stationalerting.com/home/about-usdd/contact-usdd/>. Customer must use its best efforts to assist in diagnosing defects, follow USDD's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve USDD of any further obligation hereunder.

7.3 EXCLUSIONS AND LIMITATIONS. USDD does not warrant that the operation of its product or any related peripherals will be uninterrupted or error-free. USDD is not responsible for damage arising from Customer's failure to follow instructions relating to the product's use. This Warranty does not apply to any Hardware or Software (as defined below) not used for its intended purpose. This Warranty does not apply to monitors or televisions manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. Recovery and reinstallation of Hardware and user data (including passwords) are not covered under this Warranty. This Warranty does not apply: (a) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with non-USDD products; (d) to damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) to damage caused by operating the product outside the permitted or intended uses described by USDD; (f) to damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of USDD or a USDD authorized installer or service provider; (g) to a product or part that has been modified to alter functionality or capability without the written permission of USDD; or (h) if any serial number has been removed or defaced.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, USDD SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. If USDD cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express Warranty and to repair or replacement service as determined by USDD in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, USDD IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; and LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. USDD disclaims any representation that it will be able to repair any product under this Warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

8. **SERVICE AGREEMENT.** The Product being purchased hereunder is not subject to any post warranty service agreement or maintenance program unless specifically contracted for between USDD and Customer. USDD offers a comprehensive post warranty Service Agreement at additional cost. Customer should contact USDD regarding its Service Agreement and costs associated therewith.
9. **INTELLECTUAL PROPERTY:** Customer hereby agrees and acknowledges that USDD owns all rights, title, and interest in and to the Intellectual Property (as defined below). Customer agrees to not remove, obscure, or alter USDD's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through USDD's Product (as defined below). Nothing herein shall be deemed to give, transfer, or convey to Customer any rights in the Intellectual Property other than the License, as set forth below.
 - 9.1 **LICENSE:** At all times that Customer is in compliance with the terms of this Agreement and all other agreements between the parties, Customer shall have a non-exclusive, non-transferable, fully paid license to use the Software, but only in conjunction with the Hardware provided by USDD and only in conjunction with Customer's fire station alerting system pursuant to the terms of this Agreement.
 - 9.2 **DEFINITIONS:** For purposes of this Section the following terms shall have the following definitions:
 - 9.2.1 "Intellectual Property" means any and all rights of USDD related to USDD's Product existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all derivative works, work product, applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide;
 - 9.2.2 "USDD's Product" means any and all Hardware and Software provided to Customer by USDD under this Agreement or any other contract, purchase order, or arrangement;
 - 9.2.3 "Hardware" means a physically tangible electro-mechanical system or sub-system and associated documentation but specifically excludes any televisions or monitors manufactured by a third party; and
 - 9.2.4 "Software" means software programs, including embedded software, firmware, executable code, linkable object code, and source code, including any updates, modifications, revisions, copies, documentation and design data that are licensed under this Agreement.
10. **Remote Access to System.**
 - a. USDD requires remote network access to the System, including access to Customer's Communications Gateways, Station Controllers, and other USDD-supplied equipment through Secure Shell (SSH) to perform implementation and support tasks under this contract. To enable this the Customer will provide USDD support personnel VPN or similar remote network access to the System for USDD support personnel ("Customer Support") to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. Remote network access is also used to install core System software upgrades and customized software. USDD will only access Customer's System with the knowledge and consent of Customer.
 - b. Alternative to Network Access. If the Customer elects not to provide remote network access to the System, then USDD may not be able to perform some support functions. Customers that elect not to routinely provide network access may temporarily reinstate this access to allow USDD to perform the above services. The following services will not be performed without this access:
 - System software upgrades
 - System software customization
 - Network troubleshooting assistance including packet capture and network monitoring on USDD devices
 - Detailed log analysis
 - Bulk updates to System database tables
 - Troubleshooting that requires low-level system access or large file transfer
 - c. Timely Access. Customers must ensure that remote access is available prior to notifying USDD of a support request. In the event that the Customer is unable to provide remote access, USDD will not be required to provide support outside those tasks that do not require remote access, and any corresponding resolution response times will not apply.
 - d. Physical Security Tokens. USDD has multiple software engineers that provide after-hours support and these engineers do not typically take security tokens from the USDD office. If the customer requires the use of physical security tokens this may delay after hours service.
11. **GOVERNING LAW** Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the laws of the State of Arizona.
12. **ACCEPTANCE OF TERMS** This proposal shall become a binding contract between the Customer and USDD when accepted in writing by the Customer. Without limiting the foregoing, issuance by Customer of a purchase order to USDD for any of the goods or services herein described shall constitute acceptance. Any such acceptance shall be with the mutual understanding that the terms and conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order. No waiver, alteration, or modification of these terms and conditions shall be binding unless in writing and signed by an authorized representative of USDD.
13. **SHIPPING/DELIVERY:** Unless specifically detailed as otherwise in this proposal, all shipping and delivery costs (even those detailed per-system) relate to single combined shipment to a single point of delivery. If requested otherwise then costs and terms subject to change.
14. **CREDIT CARDS:** All USDD quotes are developed for the customer with the understanding the eventual purchase would be facilitated using standard Purchase Order and Invoice process. If customer would rather use a Credit Card for purchase then said order would be subject to a 4% credit card processing charge.
15. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD Cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.
16. **THIS QUOTE SUBJECT TO REVIEW FOR ERRORS AND OMISSIONS.**



TOWN COUNCIL AGENDA ITEM NO. 9

CONSENT ITEM

DATE: May 18, 2020

FROM: Lavona Burgess, Director of PD Support Services

ITEM: Consider approval of an amendment to the agreement with LexisNexis for the Desk Officer Reporting System authorized by the Mayor on August 21, 2017, which will reduce the future cost charged to citizens for subsequent reports of previously purchase reports, and which will automatically extend the original contract set to expire on August 21, 2022, by a continuous extension of 12 months, unless terminated; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The modification is drafted as a new agreement. This modification replaces the original agreement, previously signed by Mayor Hayden on August 21, 2017.

LexisNexis are making a minor change regarding how they will charge citizens for accident reports if previous copies of the same report have already been purchased. Per this service agreement modification, they will charge the subsequent requestors less. This clarification of the fees is set forth in section 4.2.1.

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: James Donovan, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the Amended Service Agreement as to form and legality.

ATTACHMENTS:

1. Amended Service Agreement
2. Cover letter

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

LAW ENFORCEMENT AGREEMENT

This Law Enforcement Agreement ("Agreement") is dated May 18, 2020 ("Effective Date") by and between LexisNexis Coplogic Solutions Inc., with its principal place of business at 1000 Alderman Drive, Alpharetta, Georgia 30005 ("Provider"), and Flower Mound, with its principal place of operations at 4150 Kirkpatrick Lane, Flower Mound, Texas 75028 ("Agency"). Provider and Agency may be referred to herein individually as a "Party" and collectively referred to as "Parties". This Agreement is intended to replace the previous agreement between the parties dated August 21, 2017 in its entirety.

1. SCOPE. Provider as part of its business has developed several comprehensive products and services for law enforcement. Subject to the terms and conditions of this Agreement, Agency desires to order and Provider agrees to provide the various products and services contained herein (collectively referred to as the "Services") as described in an applicable order to this Agreement ("Order"). The parties acknowledge Agency is a law enforcement entity with responsibility for the documentation, retention, and management of information and reporting related to vehicle accidents, citations, and incidents occurring within its jurisdiction (as used within this Agreement, each documented event is a "Report"). "Report" shall also include any associated or supplemental information provided with the Report including agency name, images and upload date, as applicable.

2. LICENSE AND RESTRICTIONS.

- 2.1 License Grant and License Restrictions.** Upon execution of an applicable Order, Provider hereby grants to Agency a restricted, limited, revocable license to use the Services only as set forth in this Agreement and any applicable Order, and for no other purposes, subject to the restrictions and limitations set forth below:
- a. Agency shall not use the Services for marketing or commercial solicitation purposes, resell, or broker the Services to any third-party or otherwise use the Services for any personal (non-law enforcement) purposes; and
 - b. Agency shall not access or use Services from outside the United States without Provider's prior written approval; and
 - c. Agency shall not use the Services to create a competing product or provide data processing services to third parties; and
 - d. Agency's use of the Services hereunder will not knowingly violate any agreements to which Agency is bound; and
 - e. Agency shall not harvest, post, transmit, copy, modify, create derivative works from, tamper, distribute the Services, or in any way circumvent the navigational structure of the Services, including to upload or transmit any computer viruses, Trojan Horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of Services; and
 - f. Agency may not use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights or otherwise infringe on the rights of others; and
 - g. Agency shall not reveal any user accounts or passwords for the Services to any third parties (third parties shall not include Agency's employees who have a need to know such information); and
 - h. Agency shall not permit any third party (third parties shall not include Agency's employees who have a need to know such information) to view or use the Services, even if such third party is under contract to provide services to Agency; and
 - i. Agency shall comply with all laws, regulations, and rules which govern the use of the Services.
- 2.2 Other Restrictions.** In addition Provider may, at any time, impose restrictions and/or prohibitions on the Agency's use of the Services, or certain data or no longer offer certain functionalities or features that may be the result of a modification in Provider policy, a modification of third-party agreements, a modification in industry standards, a Security Event (defined below), a change in law or regulation, or the interpretation thereof. Upon written notification by Provider of such restrictions, Agency agrees to comply with such restrictions or, in the event that Agency is unable to comply, it shall notify Provider in writing of its inability to comply within ten (10) days after receipt of Provider's written notification. In that event, either Party may immediately terminate this Agreement by providing written notice thereof to the other Party without such termination constituting a breach of this Agreement. Provider shall be Agency's designated preferred provider of such Services as are mutually agreed to and defined hereunder, related to the handling of Agency's Reports.
- 2.3 Violation of License Terms and / or Restrictions.** Agency agrees that, if Provider determines or reasonably suspects that: (i) Agency is violating any license terms, restrictions, or other material provision of the Agreement; or (ii) Agency has experienced a Security Event (as herein defined), Provider may, at its sole option, take immediate action up to and including, without further obligation or liability of any kind, terminating Agency's account and the license to use the Services.

3. SUPPORT AND MAINTENANCE.

- 3.1. Ongoing Maintenance. Provider will, from time-to-time issue and/or provide maintenance including bug fixes, enhancements, new features, or new functionality that are generally made available to customers along with any corresponding changes to documentation ("Maintenance"). Maintenance does not include work to custom code, customized configurations, or to unauthorized modifications of the Services. Any Provider assistance beyond standard Maintenance will be billed at Provider's then current pricing schedule, as agreed upon in advance by the Parties. Additionally, upon Agency's written notice of new or revised legislation, statutes, or ordinances requiring any Services to be updated, Provider shall update or modify the Services or particular form consistent with such new regulation within a reasonable time.
- 3.2. Support Services. Provider will provide ongoing support services for problems, queries or requests for assistance ("Support") provided that all requests for Support must be made to Provider Monday through Friday from 8:00 AM ET to 8:00 PM ET at 1-888-949-3835. Provider will also provide limited after hours Support including the ability to leave a message and receive a call back the following business day or sooner, if critical. In order to provide Support, Agency will provide all information reasonably required by Provider to identify the issue, including: an Agency point of contact (familiar with the Services and issue), description of issue, screenshots, the impact, and assist in Provider's efforts to reproduce the problem (as applicable). Provider will work to resolve problem with reasonable promptness for issues that are application or Services related (Provider is not responsible for resolving issues caused by Agency hardware). The Agency agrees to provide Provider with data transfers, as requested, remote access to the Services system, and with sufficient test time on the Agency's computer system to duplicate the problem, to certify that the problem is with the Services, and to certify that the problem has been corrected. If the problem cannot readily be resolved, Provider will attempt to identify a work around. Upon resolution of any issue, Provider shall notify the Agency of such resolution via email. The Parties agree that Provider is not obligated to ensure that its Services are compatible with outdated (exceeding 4 years from date of initial release) hardware, computer operating services or database engines.
- 3.3. On Site Support. In response to written Agency requests for Provider to provide on-site routine non-emergency support, Provider shall produce a written estimate of the time required to provide the requested support and state any requirements, such as the presence of Agency staff or other resources or materials. Any on-site support provided by Provider shall only be invoiced by Provider or paid by Agency if the problem arose due to something other than a defect in the Services. The Agency shall reimburse Provider at the rate of two thousand five hundred (\$2,500.00) dollars per day for each Provider employee who provides any on-site support, and such fees will not include any reimbursement for Provider travel time or travel expenses.

4. FEES.

- 4.1. Fees due to Provider. Any fees due to Provider for Services hereunder shall be specified in an Order ("Fees"). For any Order where Fees are specified, Provider will issue an invoice to Agency pursuant to the terms in the Order. Invoices shall be paid in full by Agency within thirty (30) days from invoice date. Provider may increase or decrease the Fee following the Initial Term (as defined in an applicable Order) by providing Agency no less than sixty (60) days written notice prior to the effective date of such pricing change. In the event Agency has a good faith dispute on all or a portion of an unpaid invoice ("Dispute"), Agency shall notify Provider in writing and follow the procedures set forth below. To the extent an interface or other technological development is required to enable an Agency designated third party (i.e., RMS Vendor) to receive Reports from Provider at Agency's request or to enable Provider to intake Agency Data, such cost shall not be borne by Provider. If any invoice (or undisputed portion thereof) remains unpaid and not subject to a Dispute after sixty (60) days from the invoice date, Provider shall have the right to terminate this Agreement (including all Services) or the right to discontinue the applicable Service immediately, without such action constituting a breach or incurring any liability herein. All Fees not properly disputed or paid shall accrue interest at the rate of eighteen percent (18%) per annum. All Fees are calculated for payment made via ACH, Wire, or Agency check. Agency agrees that Fees exclude taxes (if applicable) or other cost incurred by Agency's RMS Vendor or other third parties and agrees such costs shall be passed on to Agency. Provider shall not be required to enter into a third-party relationship to obtain payment for the Service provided to Agency; however, should Provider elect to do so, Provider reserves the right to charge Agency additional fees for such accommodation.
- 4.2. Fees due to Agency. Using the process as herein defined, on behalf of Agency, Provider will collect and remit to Agency a fee for all Reports ("Agency Fee") purchased from the eCommerce portal set forth on the applicable Order, including but not limited to fees for purchases of Reports from that eCommerce portal by an Affiliate. On a monthly basis, Provider will electronically transfer to Agency's designated account, the total amount of applicable Agency Fee collected by Provider during the previous month. Provider will make available a monthly report to Agency identifying the number of Reports provided on its behalf via the LexisNexis® Command Center administration portal and/or its successor.
 - 4.2.1. No Agency Fee will be paid with respect to the following:

- 4.2.1.1. When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor (including Reports purchased before the applicable Order Effective Date) and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or
- 4.2.1.2. When one or more components of a Report (e.g., VIN number), rather than the Report in its entirety, is provided by Provider to an Authorized Requestor or an Affiliate of Provider ; or
- 4.2.1.3. When a Report is acquired by an Affiliate of Provider from a source other than the eCommerce portal set forth on the applicable Order; or
- 4.2.1.4. When a fee is not charged to an Authorized Requestor for the Report.

Nothing in this Agreement shall require Provider or its Affiliate to pay an Agency Fee to the Agency when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate's inventory of previously purchased Reports. Agency acknowledges that all reports requested by Agency Requestors shall be provided free of charge.

- 4.3. Fees retained by Provider. Where permitted by law, Provider will charge a convenience fee for each Report provided to an Authorized Requestor ("Convenience Fee") which shall be retained by Provider. The Convenience Fee shall be established by Provider at its discretion, but in no event shall it exceed the amount Provider may legally charge an Authorized Requestor.

5. RETENTION / DISTRIBUTION. For all Services provided hereunder that involve Reports, Provider will maintain a copy of each Report for a period of no less than seven (7) years from the date of the Report. For Services that contemplate the sale of Reports, as more specifically described in an Order, Provider shall distribute Reports and/or specific data extracted from the Report to individuals or legal entities ("Authorized Requestors") and other authorized law enforcement entities ("Agency Requestors") in accordance with applicable laws and regulations. Nothing in this Agreement shall prohibit Provider's Affiliates (defined in Section 16.1, "Affiliates" below) from purchasing Reports from the ecommerce portal set forth in the Order, or from distributing previously purchased Reports and/or specific data extracted from the Report to Authorized Requestors or Agency Requestors in accordance with the terms of the Order and applicable laws and regulations. Nothing in this Agreement shall prohibit Affiliates from acquiring Reports from a source other than the ecommerce portal set forth in the Order.

6. TERMS AND TERMINATION.

- 6.1 Term. This Agreement shall commence upon the Effective Date and shall continue until terminated in accordance with this Agreement. Each Order shall set forth the specified term for the particular Service.

6.2 Termination.

- 6.2.1 Either Party may terminate this Agreement or any Order for cause if the other Party breaches a material obligation under the terms of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice thereof from the non-breaching Party, provided, however, that if such material breach is of a nature that it cannot be cured, immediate termination shall be allowed. Failure to pay by either Party shall be considered a material default.
- 6.2.2 Either Party may elect to terminate this Agreement or any Order by providing written notice to the other of such intent, at least ninety (90) days prior to the end of the applicable Order term.
- 6.2.3 Provider may, upon six (6) months written notice to Agency, terminate any Service that will no longer be supported or offered by Provider. Provider will make reasonable efforts to transition Agency to a similar Service, if available. Further, Provider may at any time cease to provide Agency access to any portions of features of the Services thereof which Provider is no longer legally or contractually permitted to provide.

- 6.3 Effect of Termination. Upon termination of this Agreement, each Party shall be liable for payment to the other Party of all amounts due and payable for Services provided through the effective date of such termination. Upon receipt of Agency's written request after termination, Provider shall provide Agency with access to Reports provided by Agency under this Agreement and/or data provided through provision of the Services by Agency under an applicable Order so Agency may download and/or copy such information. Provider shall not be obligated to delete from its databases (or from other storage media) and/or return to Agency, Reports already provided to Provider by Agency, and shall be permitted to continue to maintain and distribute the Reports already in its possession to Authorized Requestors in compliance with applicable laws and regulations.

- 7. RELEVANT LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations related to its performance hereunder, including:

- 7.1. Fair Credit Reporting Act. The Services provided pursuant to this Agreement are not provided by “consumer reporting agencies” as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) (“FCRA”) and do not constitute “consumer reports” as that term is defined in the FCRA. Agency certifies that it will not use any of the information it receives through the Services in whole or in part as a factor in determining eligibility for credit, insurance, or employment or for any other eligibility purpose that would qualify the information in as a consumer report.
- 7.2. Protected Health Information. Unless otherwise contemplated by an applicable Business Associate Agreement executed by the Parties, Agency will not provide Provider with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the Parties.
- 7.3. Social Security Numbers. Social Security Numbers may be available hereunder as part of Reports and/or related data provided from certain states. However, Agency shall not provide Social Security Numbers to Provider under any circumstances under this Agreement. Should Agency require more information on Social Security Numbers or its obligations in relation thereto, Agency should contact Provider Agency Service at 1-866-215-2771 for assistance.
- 7.4. Privacy Principles. Agency shall comply with the “Provider Data Privacy Principles” available at <http://www.lexisnexis.com/privacy/data-privacy-principles.aspx>, as updated from time to time. Provider shall notify Agency in writing in the event that material changes are made to the Provider Data Privacy Principles.
- 7.5. Security. Agency agrees to protect against the misuse and/or unauthorized access of the Services provided to Agency in accordance with this Agreement and as set forth in Exhibit A, attached hereto.
- 7.6. Additional Requested Terms and Conditions. Provider acts on behalf of Agency in carrying out Agency’s obligations to provide public access to vehicle accident reports under applicable public record laws. Provider will accordingly follow the instruction and direction of Agency in fulfilling requests for Agency’s Reports. Should Agency require any specific terms and conditions for the disclosure or use of Reports on Provider’s eCommerce web portal beyond the terms and conditions otherwise defined herein, including any conditions relating to compliance with any laws restricting the disclosure, obtainment or use of Agency’s Reports, Agency will notify Provider within three (3) business days of Agency’s decision. Otherwise, Provider will rely on Agency to determine that all legal conditions relating to the disclosure, obtainment, and use of Agency’s Reports have been met when Agency authorizes Provider to disclose Agency’s Reports to Authorized Requestors on Provider’s eCommerce web portal pursuant to this Agreement.

8. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY OWNERSHIP.

- 8.1. Definition. “Confidential Information” means all non-public information provided by the disclosing Party to the receiving Party hereunder, including, without limitation, the terms of this Agreement, all information related to technical, financial, strategies and related information, business information, computer programs, algorithms, know-how, processes, databases, systems, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined by applicable law) and other information (whether written or oral). Confidential Information does not include Reports and information related thereto. Confidential Information does not include information that was, at the time of the disclosure: (a) or becomes (through no improper action or inaction by the recipient) generally known to the public; (b) lawfully disclosed to recipient by a third-party and received in good faith and without any duty of confidentiality by the recipient or the third-party; (c) in recipient’s possession or known to it prior to receipt from discloser; or (d) independently developed by recipient; provided in each case that such forgoing information was not delivered to or obtained by recipient as a result of any breach of this Agreement.
- 8.2. Treatment of Confidential Information. Each Party agrees to protect the Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature, but not less than a reasonable standard of care and not to use the other Party’s Confidential Information other than as necessary to perform its obligations or as permitted under this Agreement. A Party shall not remove or destroy any proprietary or confidential legends or markings placed upon or contained within any Confidential Information.
- 8.3. Intellectual Property Ownership. Each Party retains all right, title, and interest under applicable contractual, copyright and related laws to their respective Confidential Information, including the right to use such information for all purposes permissible by applicable laws, rules, and regulations. Provider retains all rights (other than the limited license granted herein), title, interest, ownership and all intellectual property rights in the Services including any improvements or modifications thereto, and Agency shall use such information consistent with such right, title and interest and notify Provider of any threatened or actual infringement thereof. Agency shall not remove or obscure any copyright or other notices from the Services or materials provided hereunder.
- 8.4. Exception for Subpoenas and Court Orders. A Party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, provided that the receiving Party provides the disclosing Party prompt written notice of such subpoena, court order or other governmental authority so as to allow the disclosing Party an opportunity to obtain a protective order to prohibit or limit such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information.

- 8.5. Duration. Each Party's obligations with respect to Confidential Information shall continue for the term of this Agreement and for a period of five (5) years after termination of this Agreement, provided however, that with respect to Trade Secrets, each Party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret.
- 8.6. Return of Confidential Information. Upon the written request of a Party (and except as otherwise specifically set forth in an applicable Order), each Party shall return or destroy (and certify such destruction in a signed writing) any of the other Party's Confidential Information unless retention of such information is required by law, regulation, court order, or other similar mandate.
- 8.7. Injunctive Relief. In the event of a breach or a threatened breach of the confidentiality or privacy provisions of this Agreement, the non-breaching Party may have no adequate remedy in monetary damages and, accordingly, may seek an injunction against the breaching Party.
- 8.8. Other. During the term of this Agreement and subject to approval by Agency, Agency agrees to serve as a reference for the Services, which may include (i) reference calls with mutually acceptable prospects; (ii) a published "success story" describing the partnership with Provider; (iii) the use of Agency's name in Provider marketing activities; or (iv) a favorable reference of Provider to an industry analyst or at an industry conference.
- 8.9. Texas Public Information Act. Notwithstanding the above, to the extent that Provider discloses its Confidential Information to Agency, Provider acknowledges that Agency is a municipality and subject to the requirements of the Texas Government Code §552 ("TGC"). Provider understands that the public shall have access to public records, unless the records are exempt and/or confidential under applicable law. Prior to any disclosure requested of Confidential Information under the TGC, Agency shall give Provider prompt written notice of such request. Provider shall have seven (7) days from the date Provider receives such notice to provide evidence of a statutory exemption under applicable law sufficient to protect the information or obtain a protective order or equivalent from a court of competent jurisdiction. If Confidential Information is disclosed pursuant to a request under the TGC, Agency will take reasonable steps to limit any such provision of Confidential Information to the specific information requested. The Parties understand and agree that the failure by Provider to timely respond to the notice provided by Agency may result in the disclosure of the requested information pursuant to TGC.

9. PROVIDER AUDIT RIGHTS. Agency understands and agrees that, in order to ensure Agency's compliance with the Agreement, as well as with applicable laws, regulations and rules, Provider's obligations under its contracts with its data providers, and Provider's internal policies, Provider may conduct periodic reviews of Agency's use of the services and may, upon reasonable notice, audit Agency's records, processes and procedures related to Agency's use, storage and disposal of the Services and information received therefrom. Agency agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by Provider will be subject to immediate action including, but not limited to, invoicing for any applicable fees (if Services are based on number of users and Agency's use exceeds licenses granted), suspension or termination of the license to use the Services, legal action, and/or referral to federal or state regulatory agencies.

10. REPRESENTATIONS AND WARRANTIES. Agency represents and warrants to provider that Agency is fully authorized to disclose Reports, information, and related data or images to Provider in accordance with this Agreement and to grant Provider the rights to provide the Services as described herein. Where redaction of Reports is required prior to provision to Provider, Agency represents and warrants it will redact applicable Reports consistent with all laws and regulations. In performing their respective obligations under this Agreement, each Party agrees to use any data and provide any Services, in strict conformance with applicable laws and regulations, and further, to comply with all applicable binding orders of any court or regulatory entity and consistent with the terms of this Agreement.

11. LIMITATION OF WARRANTY. FOR PURPOSES OF THIS SECTION, "PROVIDER" INCLUDES PROVIDER AND ITS AFFILIATES, SUBSIDIARIES, PARENT COMPANIES, AND DATA PROVIDERS. THE SERVICES PROVIDED BY PROVIDER ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING ITS ACCURACY OR PERFORMANCE INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ORIGINALITY, OR OTHERWISE, OF ANY SERVICES, SYSTEMS, EQUIPMENT OR MATERIALS PROVIDED HEREUNDER.

12. INDEMNIFICATION. To the extent permitted under applicable law, each Party shall defend, indemnify, and hold harmless the other Party, its affiliates, and their officers, directors, employees, and agents (the "indemnified parties") against and from any and all losses, liabilities, damages, actions, claims, demands, settlements, judgments, and any other expenses (including reasonable attorneys' fees), which are asserted against the indemnified parties by a third party, but only to the extent caused by (i) violation of law in the performance of its obligations under this Agreement by the indemnifying Party, its affiliates, or the officers, agents or employees of such Party (the "indemnifying parties"); (ii) the gross negligence or willful misconduct of the indemnifying Parties during the term of this Agreement; (iii) violation, infringement or misappropriation of any U.S. patent, copyright, trade secret or other intellectual property right; or (iv) with respect to Agency, violation of any of the license terms or restrictions contained in this Agreement. The indemnities in this section are subject to the indemnified Parties promptly notifying the indemnifying Parties in writing of any claims or suits.

13. LIMITATION OF LIABILITY. To the extent permitted by applicable law, Provider's entire liability for any claims(s) resulting from its acts or omissions, including, but not limited to negligence claims under this Agreement shall not exceed the total amount of Fees actually received by provider from agency (excluding pass through or out of pocket expenses) for the specific services from which liability arises during the twelve (12) month period immediately preceding the event first giving rise to such liability, and if not yet in the twelfth (12th) month of this Agreement, for the period leading up to such event. To the extent the relevant services are made available at no cost to agency, then in no event shall Provider's liability to agency under this Agreement exceed one hundred dollars (\$100.00) in the aggregate. This limitation of liability will not apply to any claims, actions, damages, liabilities or fines relating to or arising from provider's gross negligence or willful misconduct. In no event shall Provider be liable for any indirect, special, incidental, or consequential damages in connection with this Agreement or the performance or failure to perform hereunder, even if advised of the possibility of such damages.

14. FORCE MAJEURE. Neither Party will be liable for any delay or failure to perform its obligations hereunder due to causes beyond its reasonable control, including but not limited to natural disaster, pandemic, casualty, act of god or public enemy, riot, terrorism, or governmental act; provided, however, that such Party will not have contributed in any way to such event. If the delay or failure continues beyond thirty (30) calendar days, either Party may terminate this Agreement or any impacted Order with no further liability, except that agency will be obligated to pay provider for the Services provided under this Agreement prior to the effective date of such termination.

15. NOTICES. All notices, requests, demands or other communications under this Agreement shall be in writing to the address set forth in the opening paragraph and shall be deemed to have been duly given: (i) on the date of service if served personally on the party to whom notice is to be given; (ii) on the day after delivery to a commercial or postal overnight carrier service; or (iii) on the fifth day after mailing, if mailed to the Party to whom such notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed. Any Party hereto may change its address for the purpose of this section by giving the other party timely, written notice of its new address in the manner set forth above.

16. MISCELLANEOUS.

16.1 Affiliates. For purposes of this Agreement, "Affiliate" means any corporation, firm, partnership or other entity that directly or indirectly controls, or is controlled by, or is under common control with Provider. Affiliates shall not be bound by the terms and conditions of this Agreement with respect to the provision of their applicable Services hereunder and nothing in this Agreement shall prevent or limit Affiliates from offering previously purchased Reports or data extracted from Reports for sale.

16.2 Independent Contractor/No Agency. Each Party acknowledges that it has no authority to bind or otherwise obligate the other Party.

16.3 Assignment. Neither Party shall assign this Agreement in whole or in part without the prior written consent of the other Party, and any such attempted assignment contrary to the foregoing shall be void. Notwithstanding the foregoing, an assignment by operation of law, as a result of a merger or consolidation of a Party, does not require the consent of the other Party. This Agreement will be binding upon the Parties' respective successors and assigns.

16.4 Headings, Interpretation, and Severability. The headings in this Agreement are inserted for reference only and are not intended to affect the meaning or interpretation of this Agreement. The language of this Agreement shall not be construed against either Party. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

16.5 Waiver; Remedies Non-Exclusive. No failure or delay on the part of any Party in exercising any right or remedy provided in this Agreement will operate as a waiver thereof. Unless otherwise provided herein, any remedy will be cumulative to any other right or remedy available at law or in equity.

16.6 Survival. Sections 2-4, 7-12, and 15 shall survive the termination or rescission of this Agreement.

16.7 Provider Shared Facilities. Provider may utilize facilities located outside the United States to provide support or the Services under this Agreement, and if such centers are utilized they shall be under the control of Provider and subject to all Provider policies that govern data access, protection and transport in the United States.

16.8 Entire Agreement. This Agreement represents the entire Agreement of the Parties and supersedes all previous and contemporaneous communications or agreements regarding the subject matter hereto. Agency by its signature below hereby certifies that Agency agrees to be bound by the terms and conditions of this Agreement including those terms and conditions posted on web pages specifically set forth herein or contained with any software provided under this Agreement, as may be updated from time to time. Any additional terms or conditions contained in purchase orders or other forms are expressly rejected by Provider and shall not be binding. Acceptance or non-rejection of purchase orders or other forms containing such terms; Provider's continuation of providing Products or Services; or any other inaction by Provider shall not constitute Provider's consent to or acceptance of any additional or different terms from that stated in this Agreement. This Agreement may only be modified by a written document signed by both Parties.

16.9 Governing Law. The Agreement will be governed by and construed under the laws of the State of Texas excluding its conflict of law rules.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized representatives as of the Effective Date.

Agency: **Town of Flower Mound**

Provider: **LexisNexis Coplogic Solutions Inc.**

Signature: _____

Signature: _____

Printed Name: Steve Dixon

Printed Name: Roy Marler

Title: Mayor

Title: VP Product Management

Date: May 18, 2020

Date: May 18, 2020

EXHIBIT A - SECURITY AND NOTIFICATION REQUIREMENTS

- 1. Data Protection.** Agency shall take appropriate measures to protect against the misuse and unauthorized access through or to Agency's (i) credentials ("Account IDs") used to access the Services; or (ii) corresponding passwords, whether by Agency or any third party; or (iii) the Services and/or information derived therefrom. Agency shall manage identification, use, and access control to all Account IDs in an appropriately secure manner and shall promptly deactivate any Account IDs when no longer needed or where access presents a security risk. Agency shall implement its own appropriate program for Account ID management and shall use commercially reasonable efforts to follow the policies and procedures for account maintenance as may be communicated to Agency by Provider from time to time in writing.
- 2. Agency's Information Security Program.** Agency shall implement and document appropriate policies and procedures covering the administrative, physical and technical safeguards in place and relevant to the access, use, storage, destruction, and control of information which are measured against objective standards and controls ("Agency's Information Security Program"). Agency's Information Security Program shall: (1) account for known and reasonably anticipated threats and Agency shall monitor for new threats on an ongoing basis; and (2) meet or exceed industry best practices. Agency will promptly remediate any deficiencies identified in Agency's Information Security Program. Agency shall not allow the transfer of any personally identifiable information received from Provider across any national borders outside the United States without the prior written consent of Provider.
- 3. Agency Security Event.** In the event Agency learns or has reason to believe that Account IDs, the Services, or any information related thereto have been misused, disclosed, or accessed in an unauthorized manner or by an unauthorized person (an "Agency Security Event") Agency shall:
 - (i) provide immediate written notice to:
 - a) the Information Security and Compliance Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005; or
 - b) via email to (security.investigations@lexisnexis.com); or
 - c) by phone at (1-888-872-5375) with a written notification to follow within twenty four (24) hours; and
 - (ii) promptly investigate the situation; and
 - (iii) obtain written consent from Provider, not to be unreasonably withheld, prior to disclosing Provider or the Services to any third party in connection with the Agency Security Event; and
 - (iv) if required by law, or in Provider's discretion, Agency shall:
 - a) notify the individuals whose information was disclosed that an Agency Security Event has occurred; and
 - b) be responsible for all legal and regulatory obligations including any associated costs which may arise in connection with the Agency Security Event; and
 - (v) remain solely liable for all costs and claims that may arise from the Agency Security Event, including, but not limited to: litigation (including attorney's fees); reimbursement sought by individuals (including costs for credit monitoring and other losses alleged to be in connection with such Agency Security Event); and
 - (vi) provide all proposed third party notification materials to Provider for review and approval prior to distribution.

In the event of an Agency Security Event, Provider may, in its sole discretion, take immediate action, including suspension or termination of Agency's account, without further obligation or liability of any kind.



Dear Lavona Burgess,

Thank you for your valued relationship with LexisNexis Coplogic Solutions Inc. (Coplogic). We appreciate your business and customer service is of the utmost importance to us. You are receiving this email because we have identified language in our existing services agreement ("Agreement") with you that may be unclear with respect to automobile crash reports sold by Coplogic.

Coplogic's affiliate (LexisNexis Claims Solutions Inc.) purchases automobile crash reports from law enforcement agencies in the ordinary course of their business. Usually it purchases crash reports to provide those reports and the information in them to its insurance company customers or other business customers. LexisNexis Claims Solutions purchases those reports both directly from agency desks and from Coplogic eCommerce web portals (which are currently buycrash.com and policereports.lexisnexis.com).

Coplogic does not interpret our Agreement with you to require the payment of agency fees after someone, including a Coplogic affiliate or a third party, purchases a crash report even when the purchaser resells previously purchased crash reports or data components from those reports.

For example, LexisNexis Claims Solutions might buy a crash report to provide to insurance company A. An agency fee is paid to you in connection with that purchase. However, if insurance company B later requests the same crash report from the affiliate, then LexisNexis Claims Solutions may sell the report to insurance company B out of its previously paid for inventory and an additional agency fee is not paid. Likewise, an agency fee would not be paid if an affiliate includes data components (e.g., VINs) from an already purchased report, in another product that is later sold to the affiliate's customers. This is not a new practice and it is consistent with the practice of many records departments of law enforcement agencies, which generally do not restrict or require reimbursement for subsequent sales of crash reports that have been purchased directly from those records departments.

There have been some questions concerning the payment structure described above, so we have updated our standard services agreement to clarify when law enforcement agencies will be paid an agency fee for the sale of a crash report or its component s. We are also modifying existing services agreements and orders to provide this same clarity.

We are requesting that you review the enclosed modification to your Agreement and sign and return it to Coplogic.Agreements@LexisNexisRisk.com. If you have any questions, please contact me, Anthony Gonzales, at 210-296-6530. We appreciate your assistance in this regard and look forward to our continued relationship.

Respectfully,

Anthony Gonzales

Law Enforcement Specialist – Account Manager

LexisNexis® Coplogic™ Solutions

210-296-6530 Mobile

anthony.gonzales@lexisnexisrisk.com



TOWN COUNCIL AGENDA ITEM NO. 10

CONSENT ITEM

DATE: May 18, 2020

FROM: Brittnei Barnett, Grants and Financial Analyst

ITEM: Consider approval of a resolution authorizing the submission of a grant application with the Office of the Governor for the 2020 Coronavirus Emergency Supplemental Funding (CESF) Program; authorizing the Town Manager to act on behalf of the Town of Flower Mound in all matters related to the application; authorizing acceptance of funds if awarded; and pledging that if funding for this project is received, the Town will comply with all project requirements of the Office of the Governor.

BACKGROUND INFORMATION: This agenda item is to consider approval of a grant application for the 2020 Coronavirus Emergency Supplemental Funding (CESF) Program Grant from the Office of the Governor. If awarded, the grant funds will be used to reimburse costs associated with the purchase of PPE and supplies as well as any future purchases of these items for the Police Department. This equipment and supplies will ensure the protection of officers and staff as they respond to the COVID-19 pandemic.

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

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

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$21,100.00

Proposed (Revenue):	Account Number(s):
(\$21,100.00)	Intergovernmental Revenue
Proposed Expenditure:	Account Number(s):
\$21,100.00	Grant Fund

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

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

ATTACHMENTS:

1. Resolution

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

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

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION FOR THE CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING (CESF) PROGRAM FOR THE BENEFIT OF THE TOWN OF FLOWER MOUND FOR FISCAL YEAR 2020; ACCEPTING GRANT FUNDS IF AWARDED; AUTHORIZING THE TOWN MANAGER TO ACT ON BEHALF OF THE TOWN OF FLOWER MOUND AS THE GRANTEE'S OFFICIAL; AND PLEDGING THAT IF FUNDING IS AWARDED THE TOWN OF FLOWER MOUND WILL COMPLY WITH ALL GRANT REQUIREMENTS INCLUDING THE RETURN OF ALL FUNDING RECEIVED IN THE EVENT OF LOSS OR MISUSE OF THE FUNDS.

WHEREAS, the Town Council of the Town of Flower Mound finds it in the best interest of the citizens of Flower Mound that a Town of Flower Mound Police Department Coronavirus Preparation and Response initiative be instituted for the fiscal year 2020; and,

WHEREAS, the Town Council of the Town of Flower Mound finds that the Town should apply for the Coronavirus Emergency Supplemental Funding (CESF) Program for the 2020 fiscal year in order to provide funding for the Flower Mound Police Department to supply officers and staff with necessary personal protective equipment and supplies.

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

SECTION 1

The Town of Flower Mound Town Council approves submission of the grant application for the Town of Flower Mound Police Department Coronavirus Preparation and Response to the Office of the Governor.

SECTION 2

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

SECTION 3

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

SECTION 4

This Resolution shall be effective upon its adoption.

RESOLUTION NO. _____

APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 11

REGULAR ITEM

DATE: May 18, 2020

FROM: Bryn Meredith

ITEM: Consider approval of a resolution to further extend the Town disaster declaration beyond May 18, 2020, and discussion regarding disaster mitigation measures associated therewith.

BACKGROUND INFORMATION: The Texas Disaster Act of 1975 is codified in Chapter 418 of the Texas Government Code ("Code"). On March 15, 2020, Mayor Steve Dixon executed a Declaration of Local Disaster, for the Town of Flower Mound pursuant to section 418.108(a) of the Code. The Mayor's declaration may not be continued beyond seven days without the consent of the Town Council (pursuant to section 418.108(b) of the Code). Resolution No. 02-20 was approved at the March 19, 2020, Town Council meeting and extended the declaration through April 20, 2020. Resolution No. 04-20 was approved at the April 20, 2020, Town Council meeting and extended the declaration through May 18, 2020. The proposed resolution, again extending the Declaration of Disaster, may be scheduled to expire on a date of the Council's choosing.

Governor Abbott's executive order GA-21 provides that "This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster, but only to the extent that such a local order restricts essential services or reopened services allowed by this executive order, allows gatherings prohibited by this executive order, or expands the list of essential services or the list or scope of reopened services as set forth in this executive order. I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the COVID-19 disaster that are inconsistent with this executive order, provided that local officials may enforce this executive order as well as local restrictions that are consistent with this executive order."

Governor Abbott's executive order GA-22 provides that "All existing executive orders relating to COVID-19 are hereby amended to eliminate confinement in jail as an available penalty for any violation of the executive orders. No jurisdiction can confine a person in jail as a penalty for violating any executive order, or any order issued by local officials, in response to the COVID-19 disaster. To the extent any order issued by local officials in response to the COVID-19 disaster would allow confinement in jail, that order is hereby superseded, and I hereby suspend all relevant laws to the extent necessary to ensure that local officials do not confine people in jail for violating any order issued in response to the COVID-19 disaster. This amendment and suspension operates retroactively to April 2, 2020, and supersedes any contrary local or state order."

A Local Declaration of Disaster is not required to contain orders. However, pursuant to Texas Administrative Code) 37 TAC §7.41, "Requests for state or federal recovery assistance must be initiated by local government. The chief elected official of the jurisdiction must have declared a local State of Disaster before requesting disaster recovery assistance."

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

LEGAL REVIEW: Bryn Meredith, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., drafted the resolution for form and legality.

ATTACHMENTS:

1. Draft resolution

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

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS, CONSENTING TO THE EXTENSION OF THE DECLARATION OF LOCAL DISASTER EXECUTED BY MAYOR STEVE DIXON ON MARCH 15, 2020, UNTIL _____, 2020, AT 11:59 P.M. CENTRAL STANDARD TIME; 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, in December 2019 a novel coronavirus, now designated COVID-19, was detected in Wuhan City, Hubei Province, China. Symptoms of COVID-19 include fever, cough, and shortness of breath. Outcomes have ranged from mild to severe illness, and in some cases death; and

WHEREAS, on March 11, 2020, the World Health Organization (WHO) declared COVID-19 as a pandemic; and

WHEREAS, on March 13, 2020, Texas Governor Greg Abbott issued a proclamation declaring a state of disaster for all counties within the State of Texas in response to the spread of COVID-19; and

WHEREAS, on March 15, 2020, Mayor Steve Dixon executed a Declaration of Local Disaster, for the Town of Flower Mound pursuant to section 418.108(a) of the Texas Government Code; and

WHEREAS, in order to extend the Declaration of Local Disaster for a period longer than seven days, the Town Council must consent to such an extension pursuant 418.108(b) of the Texas Government Code; and

WHEREAS, on March 19, 2020, by majority vote, the Town Council consented to an extension of the Declaration of Local Disaster until April 20, 2020; and

WHEREAS, on April 20, 2020, by majority vote, the Town Council consented to an extension of the Declaration of Local Disaster until May 18, 2020; and

WHEREAS, the current situation with COVID-19 leads the Town Council to believe that the mitigation efforts and emergency response to COVID-19 must continue beyond May 18, 2020; and

WHEREAS, by majority vote, the Town Council by this resolution, has consented to such an extension of the Declaration of Local Disaster until _____, 2020, at 11:59 p.m. central standard time, unless earlier rescinded by Order of the Mayor or action of the Town Council.

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

SECTION 1.

That, in accordance with Section 418.108(b) of the Texas Government Code, the Town Council hereby consents to allow the Declaration of Local Disaster to be extended until _____, 2020, at 11:59 p.m. central standard time, unless earlier rescinded by Order of the Mayor or action of the Town Council of the Town of Flower Mound, Texas.

SECTION 2.

That this resolution shall be effective immediately from and after its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ON THIS THE 18th DAY OF MAY, 2020.

APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 12

CONSENT ITEM

DATE: May 18, 2020

FROM: Kari Biddix, Park Development Manager

ITEM: Consider approval of a Professional Services Agreement with Mesa Design Associates, Inc., for the design services associated with the Peters Colony Memorial Park project, in the amount of \$194,730.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: This item provides for a Professional Services Agreement (PSA) with Mesa Design Associates, Inc., to implement the Master Plan for Peters Colony Memorial Park. The Master Plan was recommended by the Parks Board at the October 3, 2019, meeting and approved by Town Council on November 4, 2019.

If approved, the necessary additional funding for this project has been added to CIP Amendment #2, on this Council Meeting.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: If not approved, it will prolong the implementation of the approved master plan.

FISCAL IMPACT: \$194,730.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$36,730.00	310-320-90731-6210 Park Development
158,000.00	317-110-90731-6070 Peters Colony Park

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

Total project cost is \$1,305,000. Funding sources are:

- Park Development \$ 105,000
- Dedicated Sales Tax \$ 1,200,000

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

ATTACHMENTS:

1. Professional Services Agreement

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
MESA DESIGN ASSOCIATES, INC.**

This contract is entered into on this 6th day of April, 2020, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as “TOWN”), acting by and through its Mayor, and **MESA Design Associates, Inc.**, (“hereinafter referred to as “CONSULTANT”) whose address is 2001 North Lamar Street, Suite 100, Dallas, TX 75202.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to design services for the Peters Colony Memorial Park project; and

WHEREAS, CONSULTANT is a Landscape Architecture, Planning, and Urban Design firm qualified to provide such services and is willing to undertake the performance of such services for the TOWN in exchange for fees hereinafter specified;

TERMS OF AGREEMENT

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

I.

Employment of Consultant

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

II.

Scope of Services

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

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed One Hundred Ninety-Four Thousand Seven Hundred Thirty and No/100 Dollars (\$194,730.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

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

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

Assuming that TOWN agrees with the invoice, that TOWN has not determined any of the work to be unsatisfactory, or that TOWN otherwise does not dispute any of the

amounts billed, TOWN shall make payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted in compliance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251.

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

IV. **Revisions of the Scope of Services**

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

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

V. **Term**

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

VI. **Contract Termination Provision**

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

this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract.

VII.
Ownership of Documents

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

VIII.
Insurance

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

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

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

The following policies and coverage shall be required:

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

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

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

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

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

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

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

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

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

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

D. CONSULTANT agrees to the following:

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

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

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

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

IX.

Right to Inspect Records

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

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

X.
Successors and Assigns

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

XI.
CONSULTANT's Liability

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

XII.
Indemnification

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

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

XIII.

Independent Contractor

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

XIV.

Default

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

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

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

XV.
Provisions Surviving Termination

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

XVI.
Changes

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

XVII.
Conflicts of Interest

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

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

XVIII.
Confidential Information

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

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

XIX.
Notice Information

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

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

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

Fred Walters
Principal
MESA Design Associates, Inc.
2001 North Lamar Street, Suite 100
Dallas, Texas 75202
214-871-4411 Telephone

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

XX.
Applicable Law

The Contract is entered into subject to the Flower Mound Town Charter and ordinances of TOWN, as same may be amended from time to time, and is subject to and

is to be construed, governed and enforced under all applicable State of Texas and federal laws. CONSULTANT will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with CONSULTANT's income.

XXI.

Non-Discrimination

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

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

XXII.

Arbitration

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

XXIII.

No Waiver of Governmental Immunity

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

XXIV.

Severability

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

XXV.
Remedies

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

XXVI.
Entire Agreement

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

XXVII.
Non-Waiver

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

XXVIII.
Headings

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

XXIX.
Venue

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

XXX.
No Third Party Beneficiary

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

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

[The remainder of this page is left blank intentionally]

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

THE TOWN OF FLOWER MOUND, TEXAS

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

Date Signed: _____

Attest:

Town Secretary

CONSULTANT:
MESA Design Associates, Inc.

By: [Signature]
 Name: Fred L. Walters
 Title: Principal
 Date Signed: 3/9/2020

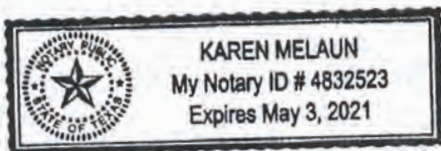
State of Texas §
 §
 County of DALLAS §

This instrument was acknowledged before me on the 9th day of march, 2020, by Fred Walters in his capacity as Principal of MESA Design Group, a TEXAS Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of Principal.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 9th DAY OF MARCH 2020.

Karen Melaun
 Notary Public, State of Texas

My Commission Expires:
5-3-2021



ATTACHMENT A – SCOPE OF SERVICES

February 28, 2020

Town of Flower Mound
Kari Biddix,
Park Development Manager
2121 Cross Timbers Rd.
Flower Mound, TX 75028

Project: Peter's Colony Memorial Park Detail Design & Construction Documents

Flower Mound, Texas

Dear Kari,

We are pleased to present this proposal and contract describing the landscape architectural services to be provided by MESA, the costs of these services and general terms and conditions under which these services would be executed. We have prepared our approach and proposal based upon meetings and conversations to date. The scope of work described herein for the project, and the responsibilities and teaming relationships between MESA and its sub consultants to achieve the project goals for the design and implementation of the master plan for Peter's Colony Memorial Park, with an estimated construction budget of approximately \$2.3 million. Based on our understanding, MESA's design and proposal approach is structured as a three part process:

- Part 1: Detailed design services
- Part 2: Construction document services
- Part 3: Construction related services

SCOPE OF SERVICES

This proposal addresses the construction of Peter's Colony Memorial Park which responds to the Master Plan previously approved by Park Board and Town Council. The proposal describes the design scope needed to address anticipated construction program per a final budget yet to be determined. MESA will be prime consultant and retain the services of sub-consultants for Architectural, Civil, Structural, and MEP Engineering and Irrigation. Geotechnical Survey (by Town contract).

- | | | |
|-------------------------------------|--|------------------------------|
| • Demolition | • Park entry/portal | • Enhanced pathway selection |
| • Tree Mitigation (current survey) | • Remembrance/memorial | • Site/security lighting |
| • Geotechnical survey | • Signature Pavilion (Custom) | • Children's Play Area |
| • Grading/Drainage (Civil) | • Furnishings | • Event Lawn |
| • Utilities (Civil + MEP) | • Children's Play Area | • Soft Trail |
| • Fountain design (Structural +MEP) | • Water feature wall | • Project Identity Signage |
| • Flag pole area | • Sculpture element (art selection not included) | • Landscape and Irrigation |

It is understood by MESA that the site is currently zoned for recreational uses and the site will not require zoning or variance requests to accommodate the proposed site plan. MESA also understands that the final plats exists, is recorded, and is in conformance with City standards.

PART 1: DETAILED DESIGN SERVICES

Task 1.1: Data Collection and Project Kick-Off

Data Collection

MESA and the consultant team will use existing base information and tree survey for the design scope of this project. MESA has the right to rely on this information. Additional to the existing data, the design team will require information to include, but not limited to:

- A. Street design data for Peter's Colony Drive, Old Settlers Road (existing and proposed)
- B. Utility information with the R.O.W.s and adjoining library property and improvements.
- C. Utility Easement information and Town liaison
- D. Any applicable Town of Flower Mound design standards and construction details
- E. Any future plans or initiatives by the Town which may affect the project
- F. Topographic survey verification
- G. Geotechnical investigation

Kickoff & Programming

MESA will attend a Kick-off meeting with the Client to confirm project scope, points of contact, schedule and deliverable expectations. It understood the Town will provide final direction/content for the following:

- A. Final Library Construction Plans, especially civil engineering
- B. Boundary/project limits verification
- C. Topographic survey verification
- D. Geotechnical survey – by Town
- E. Commemorative and Interpretive Content (text, drawings, photos, etc.)-by Town

Deliverable: Technical Base information and confirmation of project expectations.

Meetings: As described under Task 1.5

Task 1.2: Schematic Design

Based on the Client budget and master plan programming, MESA will prepare one (1) schematic design layout for the project areas identified. The schematic design will include one (1) AutoCAD plan of the park as well as sections or other diagrams to help convey the concept and intent of the design. An associated cost projection will be included, delineating the estimate of probable cost of the proposed design based on the current construction market.

The following addresses the assumed design program for the critical elements of the Architecture, Remembrance Feature, and Water Wall.

Pavilion:

- A. An open covered pavilion amenity of approximately 3,000 square feet.
 - 1. Communications, security, and audio-visual systems are not included in the electrical fee except as noted.
 - 2. Fire protection design services are limited to criteria specifications only, with actual design services, hydraulic calculations and piping design documents by the design/build sprinkler subcontractor.
 - 3. All site utilities are presumed to be adequate for building requirements without need for supplemental or booster systems.

Remembrance Feature:

- A. A feature element designed to commemorate the Town's community heroes and leaders.
- B. Designed to accommodate future additions
- C. Create a feature focal point that is iconic and inspirational

- D. Please note the following exclusions to the scope:
1. Copywriting for interpretive signing and remembrance wall
 2. Logo design and branding
 3. Temporary signing
 4. Print & Amenity design
 5. Sculptures / Feature pieces
 6. Fabrication of prototypes nor the coordination of prototypes.

Water Wall:

- A. An underground equipment vault located under the paving near the feature to house all the pumps, filtration, and controls for the feature.
- B. A separate small vault to contain the chemical erosion feeder for adding sanitizing chemicals.
- C. This water feature will not be considered interactive, and therefore not be subject to the Texas Title 25 code.
- D. The design will include hydraulic calculations, plan sheet development, and specifications for the pumps, pipes, controls, and filtration of the water. Plans will also include equipment selection and equipment room/vault layout.
- E. Details will be provided such as water stops, nozzles, diverter plates, anti-vortex plates, pipe penetrations, eyeball fittings, skimmers, and other details deemed necessary by MESA.
- F. Details for lighting within the water feature basin as well as plans depicting the wire routing and electrical requirements within the fountain structure back to the control panel.

Deliverable: Plan and detail studies of the park based on the master plan as adopted by the Town for input and approval by staff. At the conclusion of the schematic design phase, Cost projections will be analyzed in relation to the budget.

Meetings: As described under Task 1.5

Task 1.3: Schematic Design Revisions

If the Client desires additional design alternatives, MESA will prepare up to two (2) schematic design revisions depicting the program elements of the approved master plan. These revisions will address questions or concerns posed by the Town regarding the ability to execute the design as envisioned. This task will address specific layout, detail concepts of site elements (remembrance wall, pavilion, water feature, etc.) to a sufficient level of approval that the design development task may be initiated. MESA will prepare up to two (2) revised opinions of probable costs for review by the Client if needed.

Deliverable: Up to two (2) Schematic Design revisions, if requested, including plans, sketches, images and diagrams depicting the overall design intent, and revised opinion of probable cost.

Meetings: As described under Task 1.5

Task 1.4: Opinion of Probable Construction Cost

MESA and the consultant team will prepare an opinion of probable construction costs (cost projection) for the proposed improvements in the park. This projection will identify the assumed construction means, materials, and sequencing for construction of the park improvements. Through this process, MESA and the consultant team along with Town staff will identify and agree on the final design program for the team to proceed with design development and construction documentation.

Deliverable: MESA and the consultant team will provide the Town staff cost projections that depict the facilities within the master plan for design and engineering. These projections will be based on a single phase of construction for the park.

Meetings: As described under Task 1.5

Task 1.5: Staff Guidance Meetings and Consultant Coordination for Part 1

Anticipated coordination meetings, conference calls, and presentations for Part One are listed below

Meetings for Part 1 are as follows:

Meetings: Up to Three (3) meetings as detailed below:

Task 1.1: One (1) kickoff/coordination meeting

Task 1.2: Two (2) meetings/presentations with Town staff

Task 1.3: One (1) meeting/presentation with Town staff

Task 1.4: Assumed as part of meeting agenda for other tasks.

Additional meetings and presentations, as required or requested, and the preparation of additional presentation materials other than those described above shall be considered Additional Services, and will be invoiced in accordance with the attached hourly rate schedule.

PART 2: CONSTRUCTION DOCUMENT SERVICES

Task 2.1: Design Development

Based upon the approved schematic design submittal, MESA will finalize the design program with input from Town staff. This input will include budgetary considerations, maintenance, and operational considerations. This level of development will deal with more detailed and refined aspects of the design such as materials selection, budget refinement, and consultation with contractors about construction methods. These design documents and an accompanying refinement of the cost analysis will be presented to the Parks Department for review, comment, and endorsement prior to initiating bidding and construction documents. This task includes refinement of the following areas:

- A. Preliminary Engineering Plans
 - 1. Preliminary Drainage Area Map: Prepare one Preliminary Drainage Area Map and associated hydraulic calculations to show the pre- and post-development discharge from the site. MESA and its sub consultants understand that there is an existing detention pond adjacent to the site. Therefore, Detention Pond Design or Downstream Assessment is not included in this task.
 - 2. Preliminary Storm Design: MESA and its sub consultants anticipate that the site will drain towards area drains which will be approved by the Town. The area drains will connect to a storm drain pipe that will discharge to the existing detention pond adjacent to the site. This line will also include an inlet for the existing parking lot per the Town's request. It is assumed that no quality control measures will be required. It is also assumed that the existing detention pond was sized to accommodate the proposed drainage from this site. If a detention pond or subsurface detention is required, it will be billed as an Additional Service. The Town is to provide grading plan and storm line locations for preliminary analysis.
 - 3. Preliminary Water Plan: It is MESA and its sub consultants' understanding that a water line exists which has adequate capacity to serve the proposed development. A water study has therefore not been included in this scope.
 - 4. Preliminary Erosion and Sediment Control Plan: MESA and its sub consultants will prepare a preliminary erosion and sediment control plan with erosion control details for the project site in accordance with local, state, and federal regulations and Best Management Practices (BMPs).
 - 5. Preliminary Lighting and Conduit Plan: MESA and its sub consultants will prepare one Preliminary Lighting and Conduit Plan based on Client lighting design along with irrigation conduit locations and sizes.
 - 6. Preliminary Traffic Control Plan: MESA and its sub consultants will prepare a Preliminary Traffic Control Plan. The plan will show the necessary traffic control measures required during construction of the site.
- B. Preliminary hardscape layout plans
- C. Preliminary landscape grading
- D. Preliminary landscape lighting layout and fixture selection
- E. Preliminary landscape planting layout plans for all areas within project scope
- F. Development of hardscape details
- G. Begin selection of hardscape materials, plant palette and plant species
- H. Finalize and coordinate hardscape designs, review of materials, patterns and textures and coordinate solutions with the Client for areas identified in MESA's scope of work.
- I. Coordinate irrigation system requirements with design team for water source, water usage, and water saving concepts. Coordinate with electrical consultant all irrigation controller locations. Our scope includes designing the irrigation system per State Ordinance 1656 and the City of Flower Mound requirements. Any additional city requirements will be considered additional services.
- J. Update projections of probable costs based on progress of work.
- K. Outline specifications.

Deliverable: Design Development Documents.

Meetings: As described under Task 2.4

Task 2.2: Park Board Presentation

As requested by Town staff, MESA will attend the Park Board meeting and present an update to the project for the Board's information prior to submitting for Plat/Site Plan approval and beginning Construction Documents. The presentation is assumed to be a briefing rather than focused on gathering any input from the Board or the public at large. Should any design changes result from the meeting, they will be considered as Additional Services.

Deliverable: One (1) Park Board meeting and presentation.

Meetings: As described under Task 2.4

Task 2.3: Construction Documents

Upon approval of the design development documents as well as any value engineering efforts that result from the Client's direction, MESA will prepare Construction Documents and specifications necessary to communicate the scope of work to a competent contractor. Construction documents shall include:

- A. Drainage Area Map: MESA and its sub consultants will prepare one pre and post Drainage Area Map and associated hydraulic calculations to show the pre- and post-development discharge from the site. Detention Pond Design or Downstream Assessment is not included in this task.
- B. Storm Design: MESA and its sub consultants anticipate that the site will surface drain to the existing pond on the south east corner of the site and that no quality control measures will be required. The civil engineering consultant anticipates handling increased storm runoff through sheet flows with limited area drains across the site into the existing detention pond. We assume that the existing storm water detention pond will not need further analysis; however, this may not be accepted by the Town in which case an analysis of the existing detention pond may be required. If analysis of the existing detention pond is required, it will be billed as an Additional Service.
- C. Water Plan: It is MESA and its sub consultants' understanding that existing water lines have adequate capacity to serve the proposed development. A water study has therefore not been included in this scope.
- D. The Architect or the Town will determine if a fire suppression system is required for this development. If one is required, the consultant will need this information in sufficient time prior to final plan design to accommodate this connection.
- E. Erosion and Sediment Control Plan: MESA and its sub consultants will prepare an erosion and sediment control plan with erosion control details for the project site in accordance with local, state, and federal regulations and Best Management Practices (BMPs).
- F. Traffic Control Plan: MESA and its sub consultants will prepare a Traffic Control Plan. The plan will show the necessary traffic control measures required during construction of the site.
- G. Lighting and Conduit Plan: MESA and its sub consultants will prepare one Lighting and Conduit Plan based on Client provided light pole base, light pole conduit, and irrigation conduit locations and sizes. Lighting specifications, photometric analysis, wiring, and all associated details to be provided by others.
- H. MESA and its sub consultants will prepare an application and one set of exhibits to coordinate with Oncor power pole relocations and easement encroachments.
- I. Storm Water Pollution Prevention Plan: MESA and its sub consultants will prepare one Storm Water Prevention Pollution Plan per TCEQ and City standards including specifications.
- J. Final landscape grading and drainage plans at appropriate scales for all architecture and hardscape elements. MESA will coordinate landscape drain locations with Civil Engineer.
- K. MEP documentation of water feature plans (MESA will provide MEP light fixture locations and cut-sheets for incorporation into final documents – MESA will provide review during final documentation process)
- L. Hardscape details and specifications for exterior paving, pavilion, water wall, miscellaneous park structures/foundations within scope, and retaining walls at appropriate scales. Structural details, anchoring, and foundations for any playground apparatus are not included, and will be per manufacturer's recommendation or typical Town standards.
- M. Planting plans, details, and specifications.
- N. Irrigation plans, details and specifications.
- O. Coordination with fountain consultant (MEP) on water feature edge placement and grading.
- P. Final material selections – Deliverable, colors, textures and sizes.
- Q. Selection of site furnishings including benches, bike racks, etc.
- R. Landscape lighting plans, details, and specifications (electrical engineering by others).
- S. Tree Mitigation Plans and calculations.

- T. Submittal for TDLR/TAS review and inspection upon substantial completion.
- U. Final construction cost projections.

Permitting

Based on the 90% Construction Documents, MESA will format the documents as part of the Building Permit Application for Town review. Any attendance at City review, coordination or presentation meetings are not included but will be billed per our hourly fee schedule. It is assumed Park Department staff will lead this effort internally with other Town departments.

Deliverable: The Design/Planning Team will provide the following sets for the park throughout the construction phase:

1. One electronic drawing set, 24" x 36" format
2. One electronic set of bid forms and specifications at 95% progress
3. One electronic set each of drawings, specifications, and bid forms.

Meetings: As described under Task 2.4

**Revisions to plans in response to budgetary overages outside of MESA's budget will be prepared as an additional service.*

Task 2.4: Staff Guidance Meetings and Consultant Coordination for Part 2

MESA will perform the role of "prime consultant" for the project. In that capacity, we will coordinate the input of the other design team members as necessary as it relates to the final accepted project vision and construction program. MESA will provide meeting minutes for any meetings attended as well as any resulting schedule updates to be distributed via e-mail. Any necessary meetings and coordination outside of our office will be billed on an hourly basis. Services for this task will be billed as hourly services according to the attached hourly rate schedule. Anticipated coordination meetings, conference calls, and presentations for Part 2 are as follows:

Meetings: Up to Twelve (8) meetings as detailed below:

Task 2.1: Two (2) meetings/presentations with the Client

Task 2.2: Assumed as part of meeting agenda for other tasks

Task 2.3: One (1) Park Board meeting and briefing, one (1) review phone call

Task 2.4: Three (3) meetings/presentations with the Client to review the construction and bid documents

Task 2.5: Up to Two (2) periodic meetings during execution of Part 2 services

Additional meetings and presentations, as required or requested, and the preparation of additional presentation materials other than those described above shall be considered Additional Services, and will be invoiced in accordance with the attached hourly rate schedule.

PART 3: CONSTRUCTION RELATED SERVICES

Task 3.1: Bidding and Negotiation

MESA will provide assistance to the Client with the following services in conjunction with completion of the construction documents described in the task above.

- A. Prepare and bid proposals related to the hardscape, landscape, and irrigation construction
- B. Attend pre-bid and bid opening meetings
- C. Answer questions and interpret drawings and specifications during the bidding period
- D. Prepare and distribute any required addendums
- E. Provide review and analysis of the bids as submitted
- F. Plans will be distributed via BidSync (or similar service). Any printing or distribution of hardcopies for bidding will be charged as an additional reimbursable expense.

Deliverable: Successful contractor on budget with final construction scope ready for preparation of contracts by Client. Consultation with client to form strategies for bid alternates, if needed to maintain the aesthetic value, vision, and budget.

Meetings: As described under Task 3.4

Task 3.2: TDLR Review Coordination

MESA will prepare submission drawings for TDLR submittal. Upon completion of the review, MESA will work with all consultants in formulating a response to any issues raised.

Deliverable: Coordination of TDLR submission.

Meetings: As described under Task 3.4

Task 3.3: Contract Administration/Construction Observation

MESA will conduct contract administration and construction observation services as related to the implementation of the construction documents described in this proposal. Construction observation services will be as follows:

- A. MESA will make up to ten (10) site visits as necessary to the construction sites as they progress to determine conformance of the work to the design as portrayed in the construction documents. These will occur at regularly scheduled site meetings and other periodic inspections as appropriate through the course of construction. Site visits will be documented in field memos provided to the Town staff. These memos will generally describe MESA's response to issues identified by the staff and other issues that the team feels merit consideration. This scope assumes various meetings /site visits during the construction sequence.
- B. MESA will clarify questions regarding the construction as the staff and contractors present them (RFI's), provide consultation, and advise the staff. MESA will prepare supplementary sketches where such sketches are needed to resolve conflicts between field conditions and the requirements of the drawings.
- C. Review of contractor submittals and shop drawings as submitted by the contractor, for conformance with the project design. An evaluation of the submittal will be provided.
- D. Tagging and inspection of plant materials (via photos before delivery and on site) to assure conformance with the plans and specifications. (Plant tagging trips at nursery can be provided as an optional service).
- E. Approve the staking of tree locations, plant material layout, and quality of material installation.
- F. Approve the placement of irrigation head locations, materials layout, and quality of the irrigation system installed.
- G. Review of certificates for payment submitted by the contractor.
- H. Preparation of change orders agreed to by the Client for the Client's approval and execution that pertains to the project scope.
- I. Coordinate final site walk-through with the Client (at the conclusion of construction) and provide a punch list of incomplete or non-conforming items to the Contractor to complete the project.
- J. Perform a post completion project inspection (at Town's request) within one year after final acceptance and issue a punch list of incomplete and non-conforming items prior to release of maintenance agreement

Deliverable: Response to field conditions and contractor questions as they develop. Field reports will be distributed regarding the status of the project after each site visit.

Meetings: As described under Task 3.4

Task 3.4: Staff Guidance Meetings and Consultant Coordination for Part 3

Anticipated coordination meetings, conference calls, and presentations for Part 3 are listed below
Meetings for Part 1 are as follows:

Meetings: Up to Five (5) meetings as detailed below:

Task 3.1: Three (3) review/coordination meetings

Task 3.2: Two (2) walk through/final punch list meetings

Task 3.3: none anticipated other than included field visits

Additional site visits or meetings will be billed as additional services as per the attached hourly rate schedule and the preparation of presentation materials other than those described above shall be considered Additional Services, and will be invoiced in accordance with the attached hourly rate schedule.

ATTACHMENT B – COST OF SERVICES

COST OF SERVICES

The below scope of services will be billed on a percentage completion basis or hourly not to exceed as applicable (in accordance with the fee schedule specified below) with the total cost of services not to exceed the amount specified for each without a written addendum to this contract. The below tasks shall be billed as follows:

Task	Base Fees
PART 1: DETAILED DESIGN SERVICES	
Task 1.1: Data Collection and Project Kick-Off <i>Lump Sum Fee</i>	\$6,450.00
Task 1.2: Schematic Design <i>Lump Sum Fee</i>	\$15,000.00
Task 1.3: Schematic Design Revisions <i>Lump Sum Fee</i>	\$2,500.00
Task 1.4: Opinion of Probable Construction Cost <i>Lump Sum</i>	\$2,500.00
Task 1.5: Staff Guidance Meetings and Consultant Coordination for Part 1 <i>Lump Sum Fee</i>	\$2,000.00
PART 2: CONSTRUCTION DOCUMENT SERVICES	
Task 2.1: Design Development <i>Lump Sum Fee</i>	\$52,500.00
Task 2.2: Park Board Presentation <i>Lump Sum Fee</i>	\$3,000.00
Task 2.3: Construction Documents <i>Lump Sum Fee</i>	\$73,280.00
Task 2.4: Staff Guidance Meetings and Consultant Coordination for Part 2 <i>Lump Sum Fee</i>	\$4,500.00
PART 3: CONSTRUCTION RELATED SERVICES	
Task 3.1: Bidding and Negotiation <i>Lump Sum Fee</i>	\$5,000.00
Task 3.2: TDLR Review Coordination <i>Lump Sum Fee</i>	\$2,700.00
Task 3.3: Contract Administration/Construction Observation <i>Lump Sum Fee</i>	\$22,500.00
Task 3.4: Staff Guidance Meetings and Consultant Coordination for Part 3 <i>Lump Sum Fee</i>	\$2,800.00
Total Cost of Base Services:	\$194,730.00

Reimbursable Expenses are included in the Fee, not to exceed \$10,500.00. Out of Town travel not included for MESA or sub consultants.

Note: Fees required for TDLR review are not to exceed \$1,500.00 and included in the fee proposal. **Changes to the fees required by any regulatory agency will be billed as an Additional Service.**

Permitting, Platting, Testing, and impact fees are not included.

Sub consultant fees for, Architecture, Civil Engineering, MEP (lighting and water feature), Structural Engineering, Irrigation, and Survey are included within the fees quoted above:

Architecture:	\$26,000.00
Civil Engineering:	\$24,460.00
MEP:	\$25,000.00
Interpretive Graphics:	\$26,000.00
Structural Engineering:	\$ 2,500.00
Geotechnical:	\$ 4,450.00
Irrigation:	\$ 1,275.00

No other sub-consultants are anticipated at this time for the Construction phase of this project.

ADDITIONAL SERVICES/HOURLY FEE SCHEDULE

Services requested, but not specifically included in the scope of services listed above, will be considered additional services. Modifications to drawings, after approval by Owner, as a result of changes requested by Owner or other consultant will be considered additional services and billed at an hourly rate as follows:

Senior Principal	\$235.00
Principal	\$180.00
Associate	\$150.00
Senior Project Manager	\$120.00
Project Manager	\$100.00
Senior Designer	\$ 90.00
Designer	\$ 80.00
Marketing/Acct./Admin	\$ 75.00
Intern	\$ 65.00

1. The client will provide the following and MESA has the right to rely on this information and rely on any information provided by others:
 - a. Boundary and general survey locating structures, property lines, utilities that cross the property and interior lobby plans in AutoCAD format.
 - b. Soils Report (if required).
 - c. Budgetary Considerations.
2. Not included are the following:
 - a. Public Engagement of Focus group input on design elements
 - b. Structural design for remembrance wall or other final recognition content (by contractor)
 - c. Content or illustrations for interpretive signage.
 - d. Vehicular Paving Improvements outside of scope area
 - e. Utilities (water, sewer, storm, electrical, cable, telephone, etc.) outside of scope area
 - f. Architectural and Mechanical Engineering design outside of described scope
 - g. Geotechnical
 - h. Landscape Lighting Electrical Plans
 - i. Design of new or additional elements added to the scope of work or any related off-site improvements
 - j. Redesign of elements due to site plan changes (i.e., buildings relocated, site grading changes)
 - k. Illustrative plans, models and drawings not specifically described in the Scope of Services
 - l. As Built or Record Drawings other than irrigation and plumbing, based on information provided by contractor.
 - m. Permitting
 - n. Site Safety, Operations and Maintenance

- o. Changes in the project scope/objectives or changes to items that were previously approved by the Client will constitute a change order. Change orders will be scoped and bid as additional projects. Turnaround time for change orders will be subject to Square Peg Design resource availability.
 - p. LEED and/or Green building programs, documentation and analyses are not included.
 - q. All work associated with expediting and/or procuring permits is excluded.
 - r. Communications, security, and audio-visual systems are not included in the electrical fee except as noted.
 - s. Traffic Study and Modeling, Traffic Analysis, Parking Flow Study, Signal Warrant Study Studies: Line of Sight, Water, Sanitary Sewer, Drainage, Feasibility
 - t. City Encroachment Agreements
 - u. Community Facilities Agreements (CFA), Community Facilities Contracts (CFC)
 - v. TxDOT Driveway/Utility Permit, Design and Details
 - w. Permits: Grading, Tree Removal, Tree Preservation Plan, Urban Forestry Compliance Plan, Water Appropriations, Dam Safety, FAA, TxDOT, TRA, Railroad, Driveway
 - x. Environmental assessment, impact statement, Waters of the US/Wetland delineations or permits
3. MESA Design Associates may subcontract consultants in the performance of any services described in this agreement.
 4. MESA Design Associates does not act as General Contractor in any way, or accept responsibility for poor craftsmanship.



TOWN COUNCIL AGENDA ITEM NO. 13

CONSENT ITEM

DATE: May 18, 2020

FROM: Mark Long, Recreation Superintendent

ITEM: Consider approval of the purchase and installation of eleven LED scoreboards for the Bakersfield Park baseball fields, from Nevco Sports LLC, through the Texas Local Government Purchasing Cooperative, in the amount of \$77,968.40.

BACKGROUND INFORMATION: The Community Development Corporation and Town Council approved various enhancements at Bakersfield Park, which include the upgrade of eleven LED scoreboards in fiscal year 2019-2020, after recommendation from the Parks Board for Parks and Recreation needs for Capital Improvement Program projects.

ALTERNATIVES/OPTIONS: The Town Council can deny approval of this purchase, and direct staff to continue the ongoing maintenance to utilize the older scoreboards.

FISCAL IMPACT: \$77,968.40

Proposed Expenditure/(Revenue):	Account Number(s):
\$77,968.40	317-110-90602

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

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

- Dedicated Sales Tax \$ 150,000

LEGAL REVIEW: N/A

ATTACHMENTS:

1. BuyBoard Proposal

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



Account Name	Town of Flower Mound	Created Date	3/5/2020
Quote Number	00106441	Expiration Date	4/30/2020
Contact Name	Matt Chutchian	Prepared By	Joanna Huckabee
Title	Athletics Supervisor	Title	Display & Scoring Consultant
Phone	(972) 874-6271	Phone	(936) 590-1236
Email Address	matt.chutchian@flower-mound.com	Fax	(210) 579-1562
		Email Address	jhuckabee@nevco.com

Quantity	Model/Part #	Product Description	Dimensions L x H x W/D	Unit Price	Ext. Price
11.00		Custom Model 1625 (14' x 7')		USD 5,999.00	USD 65,989.00
11.00	Imprinted Logo - 16-25 sq ft	Applied to scoreboard face.		USD 200.00	USD 2,200.00
11.00	MPC(W) Case	MPC/ MPCW Control Carrying Case	1.7'x1.1'x8"	USD 59.00	USD 649.00
11.00	MPCW-7	Controller MPCW-7 (Wired or Wireless)	0.9'x0.8'x4"	USD 994.00	USD 10,934.00
11.00	MPCW-7 Outdoor Rec	Receiver MPCW-7 (Wireless) for outdoor scoreboards		USD 627.00	USD 6,897.00

Ttl Shipping Wt (lbs)	3,850	Subtotal	USD 86,669.00
County	DENTON	Total Discount \$	USD -22,360.60
		Freight	USD 3,100.00
		Installation	USD 10,560.00
		Total	USD 77,968.40

Additional Notes

**4 week production lead time, equipment will ship to installer

**5 Year Nevco Parts Warranty

**Wireless Control System, Console Control, Wireless Receiver/Transmitter

**Installation Included in pricing, provided by Byrum Sign & Lighting

Installation of scoreboard and sign to an existing structure includes take down and disposal of the existing scoreboard and sign/s, attaching new lateral bracing if required, hoisting and attaching the scoreboard and sign/s, termination of existing owner supplied electric power into scoreboard, test and training on the system/s.

Does not include trenching, electrical power wiring, conduit, breakers, disconnects.

Thank you for your business!

Joanna

Customers who purchased items in this quote also purchased the following:



Stadium Pro Sound Series



- Stadium Pro 1000 series and Stadium Pro 2000 series available
- Custom designed for the athletic market to provide complete coverage
- Single-point sound source system located at scoreboard
- Speakers and subwoofers will deliver clear, intelligible voice and concert quality music at high decibel levels throughout your facility
- 5 Year Warranty on loudspeakers and custom designed speaker cabinet

Scorbitz



- Unlimited advertising revenue potential
- Real-time, streaming scores and updates on your smart phone and other internet devices
- Post or check upcoming game schedules
- Send notifications to phone to let fans know the game is about to start and after the game with the final score
- Enhance your relationships with fans and alumni

Electronic Team Names (ETN)



- Customize the team names
- Easily changed from game to game
- Program team names using the console control
- Bright, long-lasting, energy-efficient LED
- Perfect for Multi-team Complexes or facilities that host Tournaments
- Available on most models

Message Centers



- Flexible advertising solution
- Exciting in-game animations
- Display additional stats and player info
- Long-lasting LED technology
- Full color and monochrome (red or amber)
- Many sizes to fit your scoreboard and venue

Extended Warranty



- Additional protection for 24 months
- Same terms as the included 5-year warranty
- Available for indoor or outdoor scoreboards
- Longest warranty available in industry



Pitch Counter Display



- Comply with league pitch count rules
- Prevent arm injury or fatigue
- Hand-held Wireless operation
- Connects with Nevco scoreboard controls
- Mounts next to new or existing scoreboard
- Multiple sizes and colors available

Pitch Timer Display



- Wireless operation
- Set any time up to 199 seconds
- Includes horn
- Track time in between pitches or innings
- Comply with NCAA regulations
- Reduce overall game time

Solar Power Kit



- Reduce installation costs
- Install "off-grid" scoreboards and accessories
- No wires, No electric bills.
- Built-in battery charge meter
- Designed for all weather conditions
- No Trenching. No boring. No overhead lines.
- Complies with NEC standards Section 690

Billing/Shipping Information

Bill To Name	Town of Flower Mound	Ship To Name	Town of Flower Mound
Bill To	2121 Cross Timbers Rd	Ship To	2121 Cross Timbers Rd
	Flower Mound, TX 75028		Flower Mound, TX 75028
	USA		USA

Quote Terms and Conditions

The above pricing is for equipment only and does not include installation (unless specified) or taxes (if applicable). Unless shown specifically in the quote, shipping is an additional cost and is not included. Credit terms determined upon receipt of purchase order. Shipping terms are F.O.B. Greenville, IL USA.

All Scoreboards and Message Centers are UL Listed and most come with our free 5-year guarantee (Exception: Special promotion/packages may have shorter warranty and are noted in product descriptions). Wireless components, UltraScore Portable Scoreboard and Solar Power Kit carry a 2-year guarantee. Hand-held controls and switches carry a 1-year guarantee.

Scoreboards are available in 15 standard colors at no extra charge. Please contact your consultant for production/shipping lead times.

Purchase Order	Nevco, Sports, LLC	Remit To Address	Nevco Sports, LLC
Address	301 East Harris Ave		P.O. Box 74758
	Greenville, IL 62246-2151		Chicago, IL 60694-4758



800.851.4040 / 618.664.0360

Quote Acceptance

Signature _____

Title _____

Name _____

Date _____



TOWN COUNCIL AGENDA ITEM NO. 14

REGULAR ITEM

DATE: May 18, 2020

FROM: Poornima Kashyap, Principal Planner

ITEM: Public Hearing to consider an ordinance amending the zoning (Z19-0007- Smith Tract) from Agricultural District (A) uses to Single Family District-10 (SF-10) uses. The property is generally located north of Spinks Road and west of Gerault Road. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its April 13, 2020, meeting.) (The Town Council tabled this item to the May 18, 2020, meeting by a vote of 4 to 1 at their April 20, 2020, meeting.)



SUMMARY DATA:

- Size – 12.699 acres
- Proposed Zoning – SF-10 (min. 10,000 sf lots)
- Proposed Density – Medium Density Residential, as designated in the Master Plan
- SMARTGrowth – Passed
- Traffic Analysis – Passed
- Exceptions – N/A
- Incentives – N/A

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

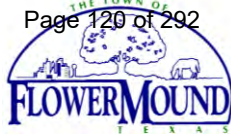
On April 16, 2020, the applicant requested this item be postponed until the May 18, 2020, council meeting.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report
2. Draft Ordinance

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

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



PLANNING AND ZONING COMMISSION
AGENDA ITEM NO: 3
REGULAR ITEM

DATE: April 13, 2020

FROM: Poornima Kashyap, Principal Planner

ITEM: **Public Hearing to consider an ordinance amending the zoning (Z19-0007-Smith Tract) from Agricultural District (A) uses to Single Family District-10 (SF-10) uses. The property is generally located north of Spinks Road and west of Gerault Road.**

I. ITEM SUMMARY

This application has been reviewed by DRC and determined to be ready for consideration by the Planning and Zoning Commission.

This project has a companion Development Plan application (DP19-0007) for consideration on the same agenda.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of this application is to rezone an approximately 12.699 acre parcel from Agricultural District (A) uses to Single Family District-10 (SF-10) uses to allow for the proposed development consisting of 30 single family residential lots. The proposed Single-Family District-10 is consistent with the Town's Master Plan designation of Medium Density for the property.

Property that wraps the request site to the west is zoned as Planned Development-35 (PD-35) with Single Family Detached Medium Density (SFDM) uses with a minimum lot size of 6,600 square feet. A private street along a portion of the eastern boundary line separates the subject site from an adjacent single-family residential development that is zoned for SF-10 uses. The northern portion of the eastern boundary is zoned Industrial District-1 (I-1) uses and developed as an Office-Warehouse-Showroom use. Lastly, to the north of the subject site is Shadow Ridge Park.

Primary access to this development will be from Spinks Road with a secondary point of access that connects this development to an existing residential subdivision to the west. The companion development plan application provides lot details and preliminary landscape and engineering plans.

III. CORRESPONDENCE

The Town Code requires both public notice in a newspaper of general circulation (Denton Record Chronicle) and notification of the property owners within 200 feet of the subject property for all zoning application requests. Z20-0007 had a total of 57 Property Owner Notifications mailed. At the time this report was written, staff had received one correspondence from an adjacent property owner whose residence is located west of the subject property and towards the southwest corner of the site, with a request that the developer install an eight-foot board-on-board wooden fence along the common property line between their property and the proposed development. The developer has agreed to the property owner's request and a note has been added on the development plan and landscape plan sheets to indicate the location of the eight-foot fence.

IV. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent

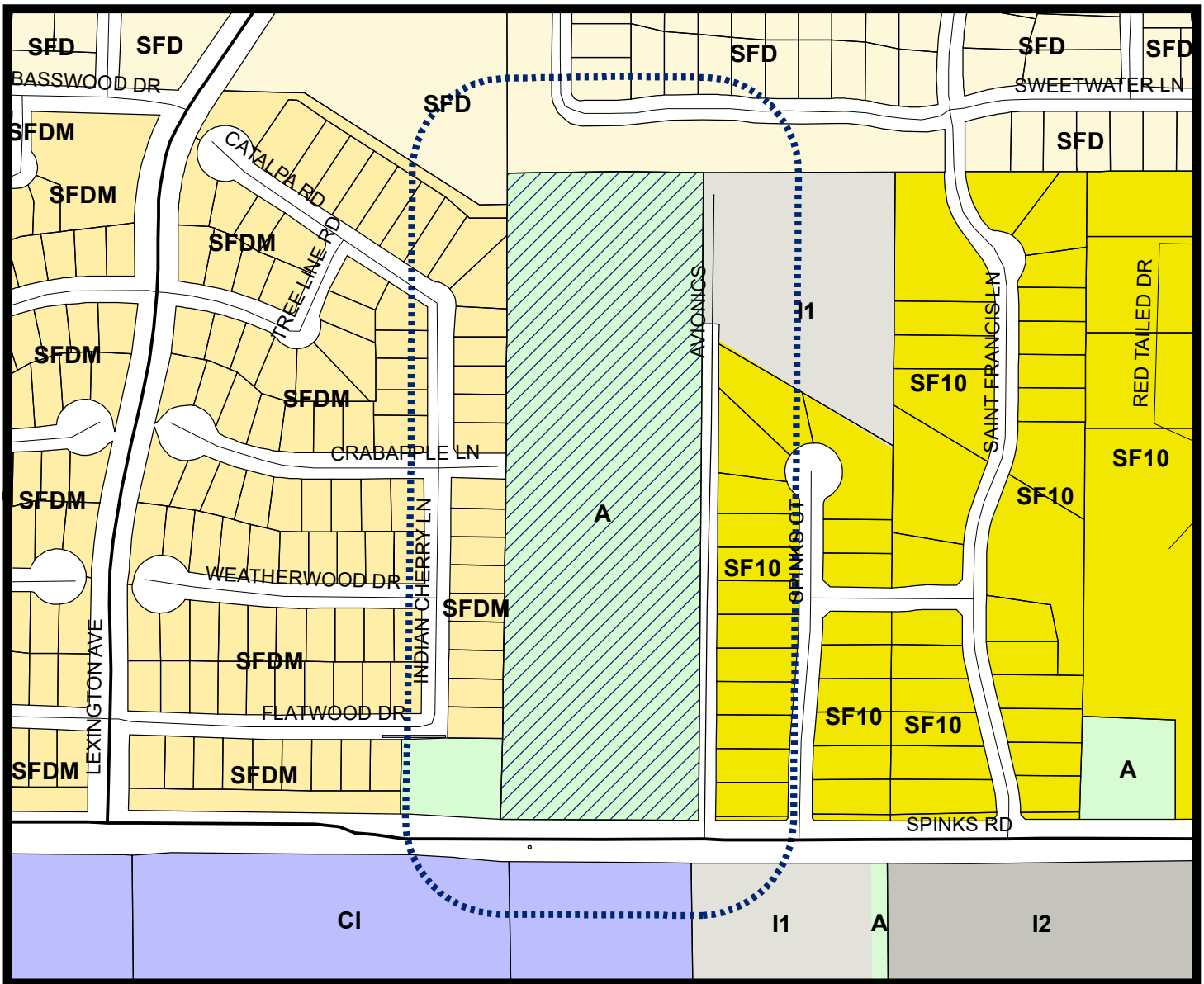
B. Application Details

1. Zoning Exhibit



Vicinity Map

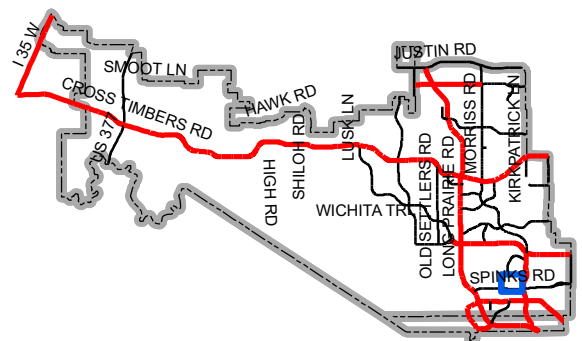
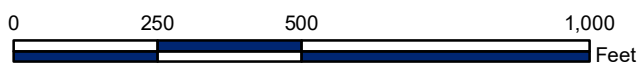
Project: Z19-0001 & DP19-0007 - Smith Tract



LEGEND

- Agriculture
- Campus Industrial
- Industrial 1
- Industrial 2
- Single Family 10
- Single Family Density
- Single Family Density Medium

- Subject Property
- 200 ft Notification Buffer around Property



Map Location



March 10, 2020

Ms. Poornima Kashyap
Senior Planner
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

**RE: Smith Tract
Development Plan
Letter of Intent**

Ms. Kashyap:

On behalf of Toll Brothers Inc., please accept our Development Plan application. The existing use on the property is a single-family residence on property that is currently zoning Agricultural. In conjunction with this application, we are also making a request to rezone this property to SF-10. The project is approximately 12.7 acres, will consist of 30 residential lots, 6 open spaces, and 1 park land dedication lot. The project shall be developed in one phase.

There is one requested waiver to the Land Development Regulations.

- 1) Sec. 90-311(a) – The proposed street connection to Spinks Road is at the same location as the existing residential driveway. This is closer than 250 feet to Avionics Drive to the east.

Please let me know if you have any questions or comments on the submittal.

Sincerely,

A handwritten signature in blue ink that reads "J. Casey Ross".

J. Casey Ross, P.E., CFM



REMAINDER OF
CALLED 12.993 ACRES
REGINALD D. SMITH AND
KAREN SMITH
DOC. NO. 2002-21095
O.R.D.C.T.

DEVELOPMENT STD.	REQUIRED	PROVIDED
MIN. LOT SIZE	10,000 SF	10,096 SF
MIN. LOT WIDTH	70 FT	70 FT
MIN. AREA/UNIT	1,800 SF	1,800 SF
MIN. FRONT YARD	25 FT	25 FT
MIN. SIDE YARD	10 FT	10 FT
MIN. REAR YARD	25 FT	25 FT
MAX. LOT COVERAGE	40%	40%
MAX. HEIGHT (STORIES/FT)	3 STORIES / 35 FT	3 STORIES / 35 FT

LAND USE PLAN: MEDIUM DENSITY RESIDENTIAL

URBAN DESIGN PLAN: LONG PRAIRIE DISTRICT

PARKS AND TRAILS PLAN: MULTI-USE TRAIL REQUIRED

OPEN SPACE PLAN: N/A

THOROUGHFARE PLAN: SPINKS ROAD → URBAN MINOR ARTERIAL

WATER PLAN: EX. 12" IN SPINKS ROAD

WASTEWATER PLAN: N/A

ECONOMIC IMPACT: RESIDENTIAL PROPERTY TAXES

THIS DOCUMENT SHALL
NOT BE RECORDED FOR
ANY PURPOSE AND
SHALL NOT BE USED OR
VIEWED OR RELIED
UPON AS A FINAL
SURVEY DOCUMENT

Kimley»»Horn

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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 12.699 ACRES OF LAND SITUATED IN THE W. H. GIBSON SURVEY, ABSTRACT NUMBER 464, FROM AGRICULTURAL DISTRICT (A) USES TO SINGLE FAMILY RESIDENTIAL DISTRICT-10 (SF-10) USES 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; 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 owners of the property described as 12.699 acres of land situated in the W.H. Gibson Survey, Abstract No. 464, Denton County, Texas, have filed an application to change the zoning from Agricultural District (A) uses to Single Family Residential District-10 (SF-10) uses; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on April 13, 2020, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on May 18, 2020, with respect to the proposed rezoning as described herein; and,

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

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 as shown below:

12.699 acres of land situated in the W.H. Gibson Survey, Abstract No. 464, Denton County, Texas, and more fully described in Exhibit "A" hereto.

Single Family Residential District-10 (SF-10) uses as depicted in the zoning exhibit attached as Exhibit "B" hereto.

SECTION 2

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 zoning, as set forth above.

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

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

ORDINANCE NO. _____

Page 3

SECTION 7

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

SECTION 8

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 18TH DAY OF MAY, 2020.

APPROVED:_____
Steve Dixon, **MAYOR****ATTEST:**_____
Theresa Scott, **TOWN SECRETARY**

ORDINANCE NO. _____

Page 4

EXHIBIT "A" – PROPERTY DESCRIPTION

BEING a tract of land situated in the W.H. Gibson Survey, Abstract No. 464, Town of Flower Mound, Denton County, Texas, and being the remainder of a called 12.993 acre tract of land described in a Warranty Deed with Vendor's Lien, as recorded in Document No. 2002-21095 of the Official Records of Denton County, Texas, and being more particularly described as follows:

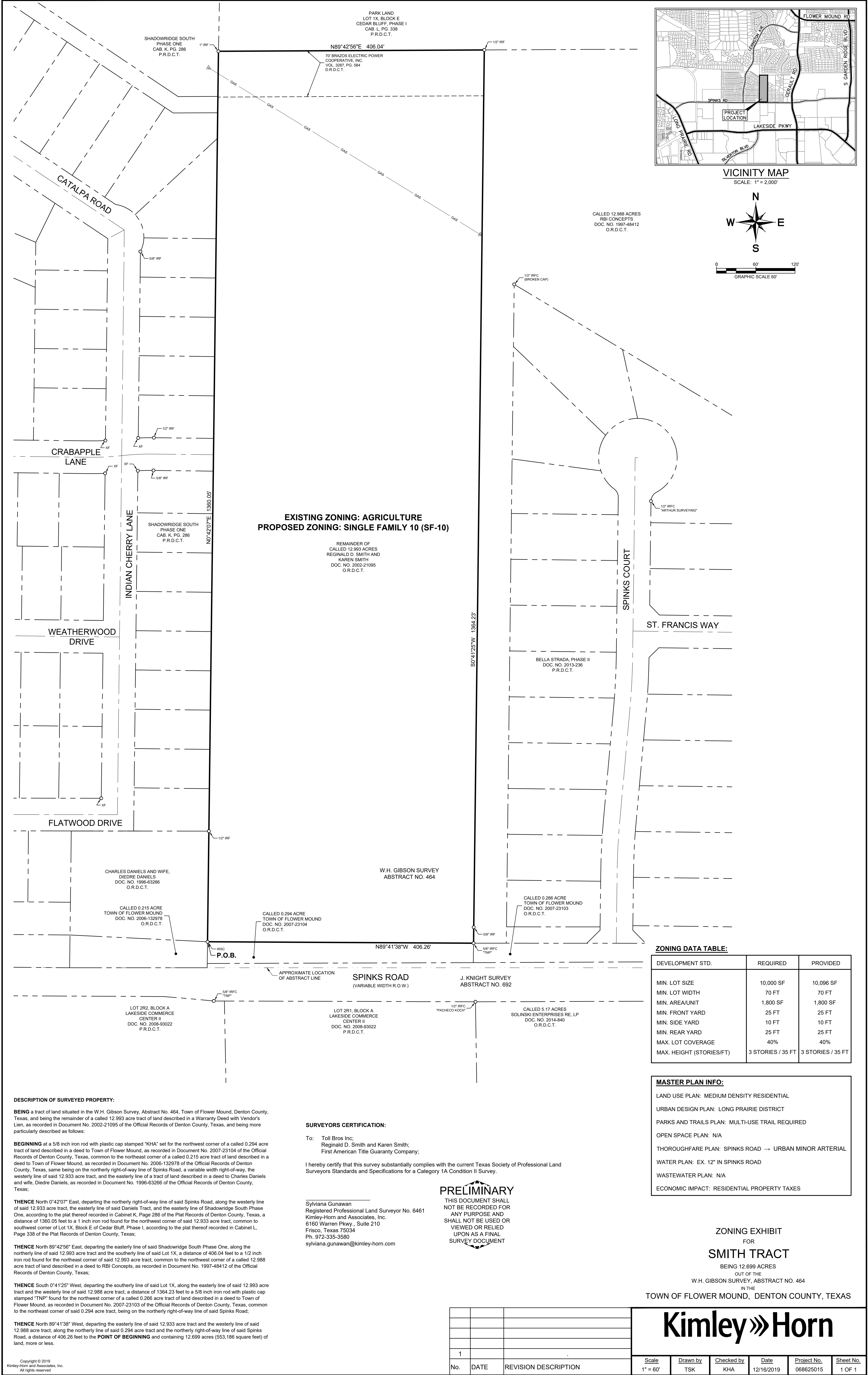
BEGINNING at a 5/8 inch iron rod with plastic cap stamped "KHA" set for the northwest corner of a called 0.294 acre tract of land described in a deed to Town of Flower Mound, as recorded in Document No. 2007-23104 of the Official Records of Denton County, Texas, common to the northeast corner of a called 0.215 acre tract of land described in a deed to Town of Flower Mound, as recorded in Document No. 2006-132978 of the Official Records of Denton County, Texas, same being on the northerly right-of-way line of Spinks Road, a variable width right-of-way, the westerly line of said 12.933 acre tract, and the easterly line of a tract of land described in a deed to Charles Daniels and wife, Diedre Daniels, as recorded in Document No. 1996-63266 of the Official Records of Denton County, Texas;

THENCE North 0°42'07" East, departing the northerly right-of-way line of said Spinks Road, along the westerly line of said 12.933 acre tract, the easterly line of said Daniels Tract, and the easterly line of Shadowridge South Phase One, according to the plat thereof recorded in Cabinet K, Page 286 of the Plat Records of Denton County, Texas, a distance of 1360.05 feet to a 1 inch iron rod found for the northwest corner of said 12.933 acre tract, common to southwest corner of Lot 1X, Block E of Cedar Bluff, Phase I, according to the plat thereof recorded in Cabinet L, Page 338 of the Plat Records of Denton County, Texas;

THENCE North 89°42'56" East, departing the easterly line of said Shadowridge South Phase One, along the northerly line of said 12.993 acre tract and the southerly line of said Lot 1X, a distance of 406.04 feet to a 1/2 inch iron rod found for the northeast corner of said 12.993 acre tract, common to the northwest corner of a called 12.988 acre tract of land described in a deed to RBI Concepts, as recorded in Document No. 1997-48412 of the Official Records of Denton County, Texas;

THENCE South 0°41'25" West, departing the southerly line of said Lot 1X, along the easterly line of said 12.993 acre tract and the westerly line of said 12.988 acre tract, a distance of 1364.23 feet to a 5/8 inch iron rod with plastic cap stamped "TNP" found for the northwest corner of a called 0.266 acre tract of land described in a deed to Town of Flower Mound, as recorded in Document No. 2007-23103 of the Official Records of Denton County, Texas, common to the northeast corner of said 0.294 acre tract, being on the northerly right-of-way line of said Spinks Road;

THENCE North 89°41'38" West, departing the easterly line of said 12.933 acre tract and the westerly line of said 12.988 acre tract, along the northerly line of said 0.294 acre tract and the northerly right-of-way line of said Spinks Road, a distance of 406.26 feet to the **POINT OF BEGINNING** and containing 12.699 acres (553,186 square feet) of land, more or less.



ZONING DATA TABLE:

DEVELOPMENT STD.	REQUIRED	PROVIDED
MIN. LOT SIZE	10,000 SF	10,096 SF
MIN. LOT WIDTH	70 FT	70 FT
MIN. AREA/UNIT	1,800 SF	1,800 SF
MIN. FRONT YARD	25 FT	25 FT
MIN. SIDE YARD	10 FT	10 FT
MIN. REAR YARD	25 FT	25 FT
MAX. LOT COVERAGE	40%	40%
MAX. HEIGHT (STORIES/FT)	3 STORIES / 35 FT	3 STORIES / 35 FT

MASTER PLAN INFO:

LAND USE PLAN: MEDIUM DENSITY RESIDENTIAL
URBAN DESIGN PLAN: LONG PRAIRIE DISTRICT
PARKS AND TRAILS PLAN: MULTI-USE TRAIL REQUIRED
OPEN SPACE PLAN: N/A
THOROUGHFARE PLAN: SPINKS ROAD → URBAN MINOR ARTERIAL
WATER PLAN: EX. 12" IN SPINKS ROAD
WASTEWATER PLAN: N/A
ECONOMIC IMPACT: RESIDENTIAL PROPERTY TAXES

DESCRIPTION OF SURVEYED PROPERTY:

BEING a tract of land situated in the W.H. Gibson Survey, Abstract No. 464, Town of Flower Mound, Denton County, Texas, and being the remainder of a called 12.993 acre tract of land described in a Warranty Deed with Vendor's Lien, as recorded in Document No. 2002-21095 of the Official Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with plastic cap stamped "KHA" set for the northwest corner of a called 0.294 acre tract of land described in a deed to Town of Flower Mound, as recorded in Document No. 2007-23104 of the Official Records of Denton County, Texas, common to the northeast corner of a called 0.215 acre tract of land described in a deed to Town of Flower Mound, as recorded in Document No. 2006-132978 of the Official Records of Denton County, Texas, same being on the northerly right-of-way line of Spinks Road, a variable width right-of-way, the westerly line of said 12.933 acre tract, and the easterly line of a tract of land described in a deed to Charles Daniels and wife, Diedre Daniels, as recorded in Document No. 1996-63266 of the Official Records of Denton County, Texas;

THENCE North 0°42'07" East, departing the northerly right-of-way line of said Spinks Road, along the westerly line of said 12.933 acre tract, the easterly line of said Daniels Tract, and the easterly line of Shadowridge South Phase One, according to the plat thereof recorded in Cabinet K, Page 286 of the Plat Records of Denton County, Texas, a distance of 1360.05 feet to a 1 inch iron rod found for the northwest corner of said 12.933 acre tract, common to southwest corner of Lot 1X, Block E of Cedar Bluff, Phase I, according to the plat thereof recorded in Cabinet L, Page 338 of the Plat Records of Denton County, Texas;

THENCE North 89°42'56" East, departing the easterly line of said Shadowridge South Phase One, along the northerly line of said 12.993 acre tract and the southerly line of said Lot 1X, a distance of 406.04 feet to a 1/2 inch iron rod found for the northeast corner of said 12.993 acre tract, common to the northwest corner of a called 12.988 acre tract of land described in a deed to RBI Concepts, as recorded in Document No. 1997-48412 of the Official Records of Denton County, Texas;

THENCE South 0°41'25" West, departing the southerly line of said Lot 1X, along the easterly line of said 12.993 acre tract and the westerly line of said 12.988 acre tract, a distance of 1364.23 feet to a 5/8 inch iron rod with plastic cap stamped "TNP" found for the northwest corner of a called 0.266 acre tract of land described in a deed to Town of Flower Mound, as recorded in Document No. 2007-23103 of the Official Records of Denton County, Texas, common to the northeast corner of said 0.294 acre tract, being on the northerly right-of-way line of said Spinks Road;

THENCE North 89°41'38" West, departing the easterly line of said 12.933 acre tract and the westerly line of said 12.988 acre tract, along the northerly line of said 0.294 acre tract and the northerly right-of-way line of said Spinks Road, a distance of 406.26 feet to the **POINT OF BEGINNING** and containing 12.699 acres (553,186 square feet) of land, more or less.

SURVEYORS CERTIFICATION:

To: Toll Bros Inc;
Reginald D. Smith and Karen Smith;
First American Title Guaranty Company;

I hereby certify that this survey substantially complies with the current Texas Society of Professional Land Surveyors Standards and Specifications for a Category 1A Condition II Survey.

Sylviana Gunawan
Registered Professional Land Surveyor No. 6461
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Ph. 972-335-3580
sylviana.gunawan@kimley-horn.com

PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

ZONING EXHIBIT
FOR
SMITH TRACT
BEING 12.699 ACRES
OUT OF THE
W.H. GIBSON SURVEY, ABSTRACT NO. 464
IN THE
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

1		
No.	DATE	REVISION DESCRIPTION

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	TSK	KHA	12/16/2019	068625015	1 OF 1



TOWN COUNCIL AGENDA ITEM NO. 15

REGULAR ITEM

DATE: May 18, 2020

FROM: Poornima Kashyap, Principal Planner

ITEM: Consider a request for a Development Plan (DP19-0007 – Smith Tract) to develop a residential subdivision with an exception to the access management policy and criteria, regarding driveway spacing, contained in the Town's Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances. The property is generally located north of Spinks Road and west of Gerault Road. (The Planning and Zoning Commission recommended approval by a vote of 5 to 1 at its April 13, 2020, meeting.) (The Town Council tabled this item to the May 18, 2020, meeting by a vote of 4 to 1 at their April 20, 2020, meeting.)



SUMMARY DATA:

- Size – 12.699 acres
- Proposed Density – 2.36 units/acre
- SMARTGrowth – Passed
- Traffic Analysis – Passed
- Exceptions – Request a driveway into the proposed subdivision to be located closer than the normally required 250 foot separation
- Incentives – N/A

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

During deliberation, the Commissioners discussed potential traffic concerns with this project. The current location of the median along Spinks Road will only allow right-in and right-out to and from the proposed subdivision. There was discussion regarding the potential addition of a median break at the intersection of Spinks Road and the entrance to the proposed subdivision to allow direct ingress and egress to and from the subdivision for residents to travel either east or west bound on Spinks Road without having to drive through the existing residential subdivision to the west. The

proposed subdivision is planned to connect to the existing neighborhood to the west via Crabapple Lane, which provides access to a median cut on Spinks Road via Lexington Avenue.

Due to the fact that the additional median break would be in close proximity to an existing median opening to the east, the Planning and Zoning Commission recommended approval of the Development Plan with a second exception to allow for the construction of a turn lane that is less than 160 feet in length to provide access from the development. The applicant expressed concerns about this proposed change, as the traffic analysis for the project conducted by Town staff did not indicate it was warranted. The applicant requested an extension from Council at the April 20, 2020, meeting to further examine their options. They have indicated that they now have available for Council's review a study they completed on traffic movements in the area in an effort to determine proportional cost share between the developer and the Town, should Council elect to

approve the project with the second exception requiring a turn lane into the development. Staff has seen the study and provided comments, but at the time this report was written, staff had not reviewed the final draft.

If Council approves the development with the second exception, staff will bring forward a future development agreement (DA) outlining the Town's and developer's cost for the construction of the median break and associated turn lanes. At the time this report was written, staff doesn't have an estimated cost for the Town's portion. Once those costs are known, the Town Council isn't obligated to approve the DA. If the Council chooses not to enter into the DA due to the costs, that decision comes with the understanding that the additional median cut and turn lanes would not be constructed.

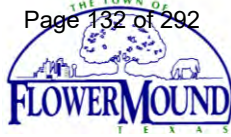
The Parks Board recommended a combination of park land dedication and fees in lieu of dedication for this project, as well as a reduction in the amount of park development fees due, in exchange for the developer's proposal to construct additional off-site trail installation connecting Shadow Ridge Park to the Magnolia Court residential development. This agreement was pending the Town's ability to obtain the required off-site easements from affected property owners. This is something staff is still working toward. If the easements are obtained, staff will bring forward a DA outlining these parameters for Town Council's consideration.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report

LEGAL REVIEW: N/A

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



PLANNING AND ZONING COMMISSION
AGENDA ITEM NO: 4
REGULAR ITEM

DATE: April 13, 2020

FROM: Poornima Kashyap, Principal Planner

ITEM: Consider a request for a Development Plan (DP19-0007 – Smith Tract) to develop a residential subdivision with an exception to the access management policy and criteria, regarding driveway spacing, contained in the Town's Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances. The property is generally located north of Spinks Road and west of Gerault Road.

I. ITEM SUMMARY

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

This project has a companion zoning application (Z19-0007) for consideration on the same agenda. Approval of this application is contingent on Town Council's approval of the companion zoning application.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

A development plan is intended to show all the planning factors necessary to determine whether the proposed plan for land development is satisfactory from the standpoint of public health, safety and welfare and is in accordance with the general guidance provided by the comprehensive master plan. The purpose of this application is to obtain design approval for 30 buildable, single-family lots with a minimum lot size of 10,000 square feet. The site contains an approximately 12.699 acre parcel currently zoned for Agricultural District (A) uses. In conjunction with the development plan, a request for rezoning (Z19-0007) is being considered to change the zoning of the subject site to allow the development of single-family homes under the requirements of the Single-Family District-10 (SF-10) zoning district. The proposed Single Family District-10 is consistent with the Town's Master Plan designation of Medium Density for the property. As a part of the development plan, the applicant is requesting an exception to allow the proposed driveway on Spinks Road to be located closer than the required 250 feet from another driveway. See Section A for details.

A. Exception to Access Management Policy and Criteria

Spinks Road is classified as an Urban Minor Arterial on the Town's Thoroughfare Map. The driveway spacing requirement along this type of roadway is a minimum of 250 feet. The proposed driveway as shown on the development plan (Attachment B(1)) is located approximately 191 feet from Avionics Drive, a private road located to the east of the proposed driveway and will, therefore, require an exception to the Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances.

Primary access to this development will be from Spinks Road with a secondary point of access that connects this development to an existing residential subdivision to the west. The development plan depicts 30 buildable residential lots and six open space lots including a 25-foot landscape buffer along Spinks Road. The northern portion of the property is encumbered by a 70 foot-wide Brazos Electric Power easement and a 60 foot-wide Atmos Gas Company easement. As required by the Town's ordinance, the development plan depicts a 100 foot-wide building setback from the overhead electric line easement. The plan also depicts approximately 1.805 gross acres (only 0.6 acres of unencumbered area used for Park Land Dedication) of land adjacent to Shadow Ridge Park to be dedicated to the Town for park use. See PARKS Board section for detailed information regarding Park Land Dedication and Park Fees.

III. PARKS Board

The required Park Land Dedication for this project is 1.008 acres or \$136,080.00 payment of cash in lieu of land. The development plan depicts 1.805 gross acres dedicated to the Town for Park use. However, since this 1.805 acres is encumbered by overhead power and underground gas line easements, staff and developer have agreed to the proposal of getting park land credit for 0.6 acres of unencumbered land only and paying remaining fees in lieu of land.

On March 5, 2020, the [Parks Board](#) voted to recommend approval of the following to the Town Council:

Park Land Dedication of 0.6 acres of land and cash in the amount of \$55,620.00 to be accepted in lieu of the otherwise required Park Land Dedication, and

Park Development Fees (\$1,388 per buildable lot) in the amount of \$41,640.00.

On the northern portion of this development, the Town's required eight-foot multi-use trail bisects the property from east to west across an existing gas line easement. This trail is required to be installed by the developer. Parks Board considered and recommended approval to the Town Council the developer's proposal for additional off-site trail installation connecting Shadow Ridge Park to Magnolia Court residential development to the east using the fee credit option. This option would require the developer to acquire off-site pedestrian access easements. A Development Agreement encompassing the details of this option will be considered by the Town Council in conjunction with this development plan application.

IV. CORRESPONDENCE

The companion zoning application requires public hearing and had a total of 57 Property Owner Notifications mailed. At the time this report was written, staff had received one correspondence from an adjacent property owner whose residence is located west of the subject property and towards the southwest corner of the site, with a request that the developer install an eight-foot board-on-board wooden fence along the common property line between their property and the proposed development. The developer has agreed to

the property owner's request and a note has been added on the development plan and landscape plan sheets to indicate the location of the eight-foot fence.

V. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent

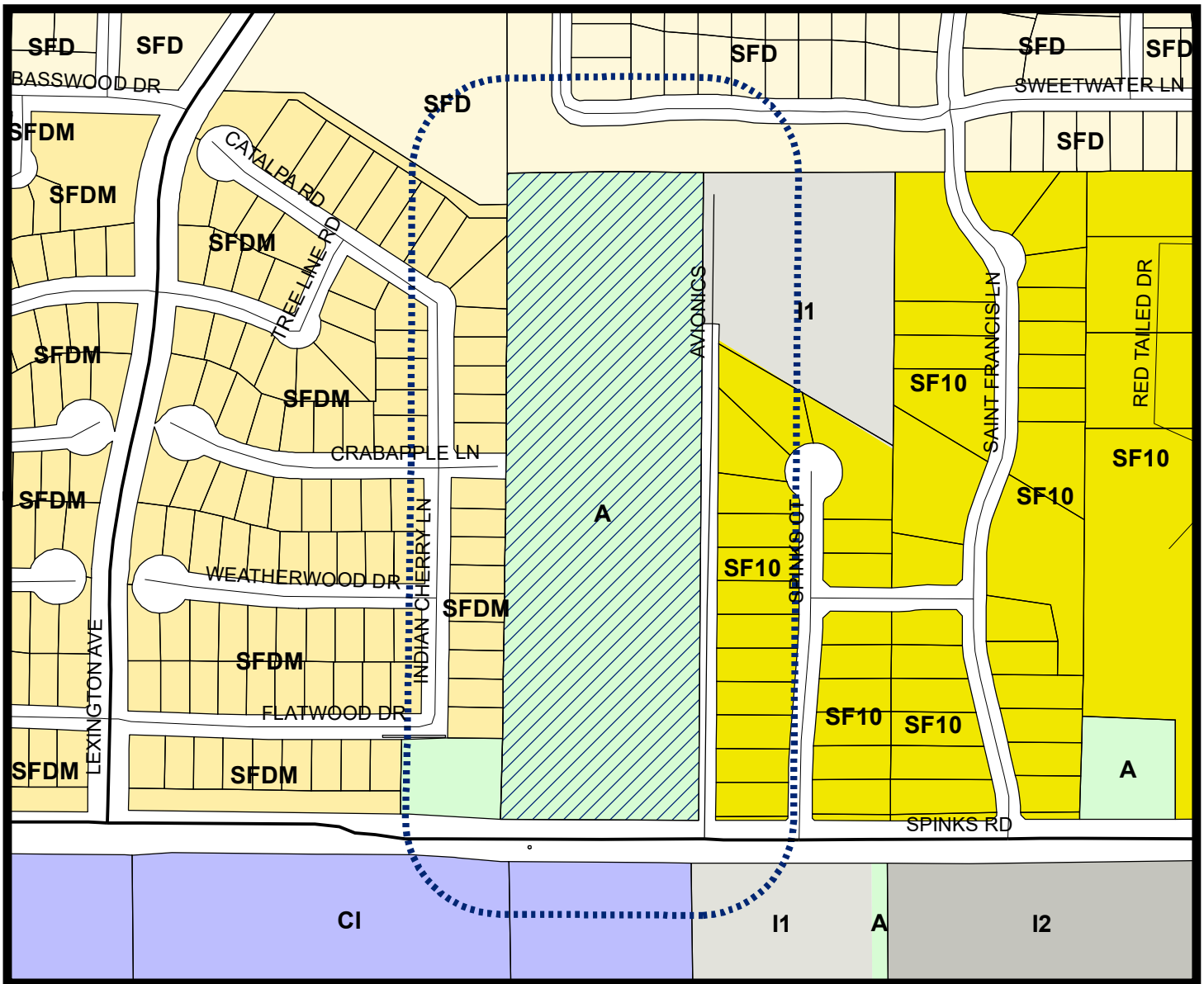
B. Application Details

1. Development Plan Package



Vicinity Map

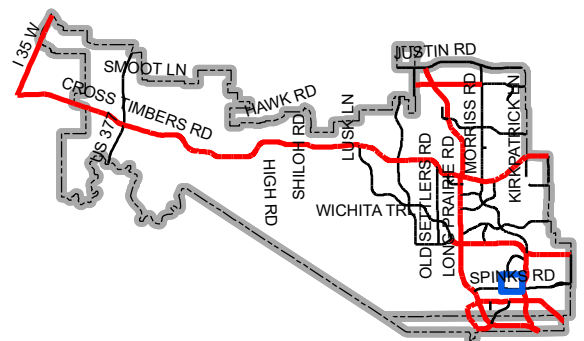
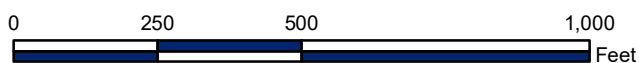
Project: Z19-0001 & DP19-0007 - Smith Tract



LEGEND

- Agriculture
- Campus Industrial
- Industrial 1
- Industrial 2
- Single Family 10
- Single Family Density
- Single Family Density Medium

- Subject Property
- 200 ft Notification Buffer around Property



Map Location



March 10, 2020

Ms. Poornima Kashyap
Senior Planner
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

**RE: Smith Tract
Development Plan
Letter of Intent**

Ms. Kashyap:

On behalf of Toll Brothers Inc., please accept our Development Plan application. The existing use on the property is a single-family residence on property that is currently zoning Agricultural. In conjunction with this application, we are also making a request to rezone this property to SF-10. The project is approximately 12.7 acres, will consist of 30 residential lots, 6 open spaces, and 1 park land dedication lot. The project shall be developed in one phase.

There is one requested waiver to the Land Development Regulations.

- 1) Sec. 90-311(a) – The proposed street connection to Spinks Road is at the same location as the existing residential driveway. This is closer than 250 feet to Avionics Drive to the east.

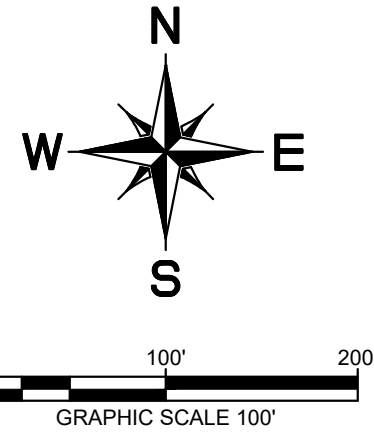
Please let me know if you have any questions or comments on the submittal.

Sincerely,

A handwritten signature in blue ink that reads "J. Casey Ross".

J. Casey Ross, P.E., CFM

PLATTED BY: KIMLEY-HORN AND ASSOCIATES, INC. DATE: 04/26/2024
DRAWN BY: KIMLEY-HORN AND ASSOCIATES, INC. DATE: 04/26/2024
CHECKED BY: KIMLEY-HORN AND ASSOCIATES, INC. DATE: 04/26/2024
LAST SAVED: 4/26/2024 3:17 PM
This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



DESCRIPTION OF SURVEYED PROPERTY:

BEING a tract of land situated in the W.H. Gibson Survey, Abstract No. 464, Town of Flower Mound, Denton County, Texas, and being the remainder of a called 12.993 acre tract of land described in a Warranty Deed with Vendor's Lien, as recorded in Document No. 2002-21095 of the Official Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with plastic cap stamped "KHA" set for the northwest corner of a called 0.294 acre tract of land described in a deed to Town of Flower Mound, as recorded in Document No. 2007-23104 of the Official Records of Denton County, Texas, common to the northeast corner of a called 0.215 acre tract of land described in a deed to Town of Flower Mound, as recorded in Document No. 2006-132978 of the Official Records of Denton County, Texas, same being on the northerly right-of-way line of Spinks Road, a variable width right-of-way, the westerly line of said 12.933 acre tract, and the easterly line of a tract of land described in a deed to Charles Daniels and wife, Dieder Daniels, as recorded in Document No. 1996-63266 of the Official Records of Denton County, Texas;

THENCE North 0°42'07" East, departing the northerly right-of-way line of said Spinks Road, along the westerly line of said 12.933 acre tract, the easterly line of said Daniels Tract, a distance of 1364.23 feet to a 5/8 inch iron rod with plastic cap stamped "TNP" found for the northwest corner of a called 0.266 acre tract of land described in a deed to Town of Flower Mound, as recorded in Document No. 2007-23103 of the Official Records of Denton County, Texas, common to the southwest corner of Lot 1X, Block E of Cedar Bluff, Phase I, according to the plat thereof recorded in Cabinet L, Page 338 of the Plat Records of Denton County, Texas;

THENCE North 89°42'56" East, departing the easterly line of said Shadowridge South Phase One, along the northerly line of said 12.993 acre tract and the southerly line of said Lot 1X, a distance of 406.04 feet to a 1/2 inch iron rod found for the northeast corner of said 12.993 acre tract, common to the northwest corner of a called 12.988 acre tract of land described in a deed to RBI Concepts, as recorded in Document No. 1997-48412 of the Official Records of Denton County, Texas;

THENCE South 0°41'25" West, departing the southerly line of said Lot 1X, along the easterly line of said 12.993 acre tract and the westerly line of said 12.993 acre tract, a distance of 1364.23 feet to a 5/8 inch iron rod with plastic cap stamped "TNP" found for the northwest corner of a called 0.266 acre tract of land described in a deed to Town of Flower Mound, as recorded in Document No. 2007-23103 of the Official Records of Denton County, Texas, common to the northeast corner of said 0.294 acre tract, being on the northerly right-of-way line of said Spinks Road;

THENCE North 89°41'38" West, departing the easterly line of said 12.933 acre tract and the westerly line of said 12.988 acre tract, along the northerly line of said 0.294 acre tract and the northerly right-of-way line of said Spinks Road, a distance of 406.26 feet to the **POINT OF BEGINNING** and containing 12.699 acres (553,186 square feet) of land, more or less.

NOTES:

- ALL LOTS COMPLY WITH THE MINIMUM REQUIREMENTS OF THE TOWN'S SF-10 ZONING REGULATIONS.
- LOTS 1X, 2X, 3X, AND 4X OF BLOCK B AND LOTS 1X AND 2X OF BLOCK A WILL BE OWNED AND MAINTAINED BY THE HOA.
- LOT 5X OF BLOCK B WILL BE DEDICATED TO THE TOWN OF FLOWER MOUND AS PARK LAND.
- DEVELOPMENT PLAN FOR INSPECTION PURPOSES ONLY; NOT AN OFFICIAL DOCUMENT APPROVED FOR RECORD PURPOSES.
- PURSUANT TO THE ORDINANCE NO. 36-92 OF THE TOWN OF FLOWER MOUND, TEXAS A MANDATORY HOMEOWNERS ASSOCIATION SHALL BE ESTABLISHED AND THE TOWN SHALL BE RESPONSIBLE FOR THE CONTINUOUS AND PERPETUAL OPERATION MAINTENANCE AND/OR SUPERVISION OF DRAINAGE EASEMENTS, LANDSCAPING SYSTEMS OR THEIR PHYSICAL FACILITIES OF GROUNDWATER IN COMMON OR NECESSARY OR DESIRABLE FOR THE WELFARE OF THE AREA OF SUBDIVISION OR THAT ARE OF COMMON USE OR BENEFIT. SAID MANDATORY HOMEOWNERS ASSOCIATION (HOA) SHALL BE RESPONSIBLE FOR THE CONTINUOUS AND PERPETUAL OPERATION MAINTENANCE AND/OR SUPERVISION OF THE LANDSCAPE SYSTEMS, FEATURES, OR ELEMENTS LOCATED IN PARKWAY COMMON AREA, BETWEEN SCREENING WALLS OR LIVING SCREENS, AND ADJACENT CURBS OR STREET PAVEMENT EDGES, ADJACENT TO DRAINAGEWAYS OR DRAINAGE STRUCTURES, OR AT SUBDIVISION ENTRYWAYS.
- LANDSCAPE BUFFER LOTS, OPEN SPACE LOTS, DRAINAGE EASEMENTS SHALL BE DEDICATED TO AND MAINTAINED BY THE HOA.
- ANY FENCE CONSTRUCTED ADJACENT AND/OR PARALLEL TO OPEN SPACE SHALL CONSIST OF WROUGHT IRON OR TUBULAR STEEL.
- 8-FOOT TALL BOARD-ON-BOARD WOOD FENCE SHALL BE INSTALLED ALONG THE REAR PROPERTY LINES OF LOTS 1 AND 2 BLOCK A.

PARK LAND DEDICATION:

REQUIRED DEDICATION IS 1.008 ACRES. LOT 5X OF BLOCK B (1.805 ACRES) WILL BE DEDICATED TO THE TOWN OF FLOWER MOUND AS PARK LAND WITH 0.596 ACRES BEING UNENCUMBERED BY EASEMENTS. THE APPLICANT SHALL PAY \$55,620 IN PARK DEDICATION FEES AND DEDICATE 1.805 ACRES TO THE TOWN OF FLOWER MOUND.

	ACRES	FMV	FEES
REQUIRED	1.008	\$135,000	\$136,080
DEDICATION & FEES PROP.	1.805		\$55,620

PARK DEVELOPMENT FEES:

REQUIRED PARK DEVELOPMENT FEES ARE \$41,460. THE APPLICANT SHALL ALSO RECEIVE CREDIT BY EXTENDING THE 8' TRAIL OFF PROPERTY TO THE WEST TO CONNECT TO THE EXISTING 8' TRAIL ON PARK PROPERTY. A CREDIT FOR THE OFFSITE TRAIL EXTENSION IS APPROXIMATELY \$4,000 (BASED ON 605 SQUARE FEET OF CONCRETE * \$6.60 PER SQUARE FOOT).

IN THE EVENT EASEMENTS ARE ACQUIRED FROM RUEBSHAM AND BELLE STRADA TRACTS TO THE EAST, TRAIL WILL BE EXTENDED FROM SHADOW RIDGE PARK TO MAGNOLIA COURT AND APPLICANT WILL BE CREDITED THE COSTS OF CONSTRUCTING SAID IMPROVEMENTS. SAID OFFSITE IMPROVEMENTS WILL NOT BE REQUIRED FOR ACCEPTANCE OF PUBLIC IMPROVEMENTS BY THE TOWN NOR FOR THE ISSUANCE OF BUILDING PERMITS.

TOTAL FEES PAID: \$93,080

PRELIMINARY LOT AND BLOCK ANALYSIS TABLE:

SMALLEST RESIDENTIAL LOT	10,096 SF
LARGEST RESIDENTIAL LOT	18,990 SF
AVERAGE RESIDENTIAL LOT	12,612 SF
RESIDENTIAL LOTS	30
X-LOTS	6
PARK LOTS	1
TOTAL LOTS	37

ZONING DATA TABLE:

DEVELOPMENT STD.	REQUIRED	PROVIDED
MIN. LOT SIZE	10,000 SF	10,096 SF
MIN. LOT WIDTH	70 FT	70 FT
MIN. AREA/UNIT	1,800 SF	1,800 SF
MIN. FRONT YARD	25 FT	25 FT
MIN. SIDE YARD	10 FT	10 FT
MIN. REAR YARD	25 FT	25 FT
MAX. LOT COVERAGE	40%	40%
MAX. HEIGHT (STORIES/FT)	3 STORIES / 35 FT	3 STORIES / 35 FT

MASTER PLAN FEATURES:

LAND USE PLAN: MEDIUM DENSITY RESIDENTIAL
URBAN DESIGN PLAN: LONG PRAIRIE DISTRICT
PARKS AND TRAILS PLAN: MULTI-USE TRAIL REQUIRED
OPEN SPACE PLAN: N/A
THOROUGHFARE PLAN: SPINKS ROAD → URBAN MINOR ARTERIAL
WATER PLAN: EX. 12" IN SPINKS ROAD
WASTEWATER PLAN: N/A
ECONOMIC IMPACT: RESIDENTIAL PROPERTY TAXES

AVIGATION EASEMENT AND RELEASE

WHEREAS, hereinafter called "Owner" (whether one or more), is the owner of that certain parcel of land situated in the Town of Flower Mound, Denton County, Texas, being more particularly described on the subdivision plat or in Exhibit "A" attached hereto and incorporated by reference herein, as the case may be;

NOW, THEREFORE, in consideration of the sum of ONE AND 00/100 (\$1.00) DOLLAR and other good and valuable consideration, the receipt and sufficiency of which is hereby fully acknowledged and confessed, Owner does hereby waive, release, remise, quitclaim and surrender to the Dallas-Fort Worth Regional Airport Board, the Cities of Dallas, Texas and Fort Worth, Texas, the Town of Flower Mound, Texas, municipal corporations, their successors and assigns, hereinafter collectively called "Cities," for the use and benefit of the public and its agencies, any and all claims for damages of any kind that Owner may now have or may hereafter have in the future by reason of the passage of all aircraft ("aircraft" being defined for the purposes of this instrument as any contrivance now known or hereafter invented, used, or designed for navigation of or flight in the air) by whomsoever owned and operated, in the air space over Owner's property above a level measured 150 feet from the average ground level or the causing, in all air space above the surface of Owner's property such noise, vibration, fumes, dust, fuel and lubricant particles, and all other effects that may be caused by the operation of aircraft landing at, or taking off from, or operating at or on the Dallas-Fort Worth Regional Airport; and Owner does hereby fully waive, remise and release any right or cause of action which it may now have or which it may in the future have against Cities, their successors and assigns, whether such claim be for injury to person or damages to or taking of property, due to noise, vibration, fumes, dust, fuel and lubricant particles, and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating and/or maintenance of aircraft engines at or on said Dallas-Fort Worth Regional Airport. This instrument does not release the owners or operators of aircraft from liability for damage or injury to person or property caused by falling aircraft or falling physical objects from aircraft, except as stated herein with respect to noise, fumes, dust, fuel and lubricant particles.

It is agreed that this Release shall be binding upon Owner's heirs and assigns, and successors in interest to said property described on the subdivision plat or in Exhibit "A" attached hereto, as the case may be, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of Denton County, Texas.

EXECUTED at _____, Texas, this _____ day of _____, A.D., 2020.

OWNER
OWNER
OWNER

ATTEST:

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, A.D., 2020.

NOTARY PUBLIC in and for the State of Texas

My commission expires: _____

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

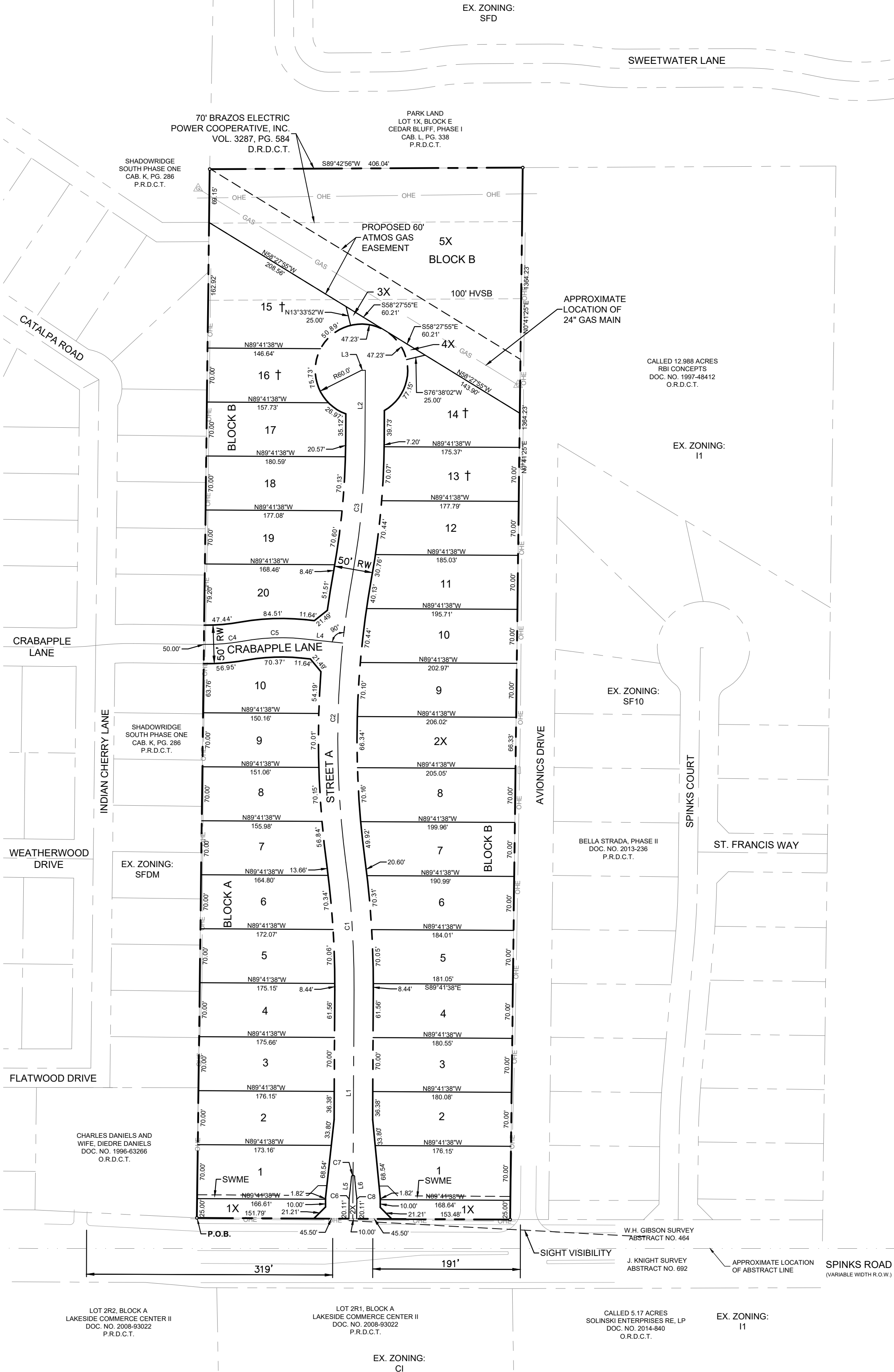
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, A.D., 2020.

NOTARY PUBLIC in and for the State of Texas

My commission expires: _____

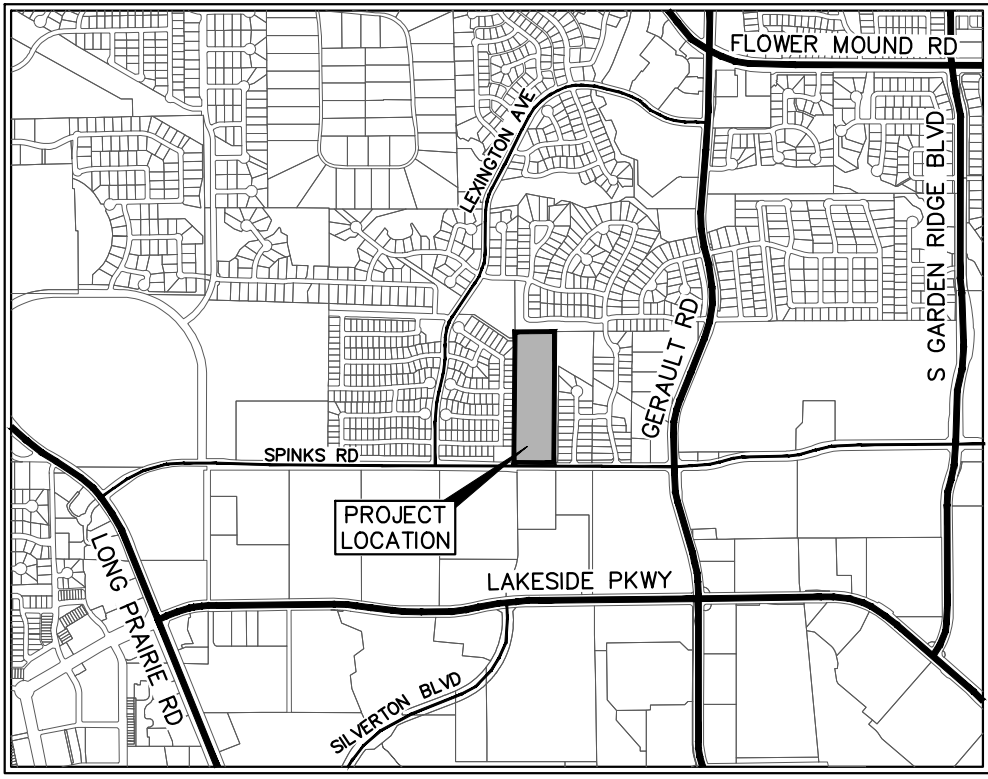
REQUESTED VARIANCE TO THE LAND DEVELOPMENT REGULATIONS:

- SEC. 90-311 (a). PROPOSED STREET CONNECTION TO SPINKS ROAD IS AT SAME LOCATION OF EXISTING DRIVE WHICH IS CLOSER THAN 250' TO AVONICS DRIVE.



LEGEND

P.R.D.C.T.	PUBLIC RECORDS DENTON COUNTY, TEXAS
O.R.D.C.T.	OFFICIAL RECORDS DENTON COUNTY, TEXAS
RW	RIGHT-OF-WAY
SB	SETBACK LINE
POB	POINT OF BEGINNING
o	BOUNDARY MONUMENT
HVSB	HIGH VOLTAGE SET BACK
SWME	SCREENING WALL MAINTENANCE EASEMENT
†	LOT IS LOCATED WITHIN 100 FEET OF AN EXISTING GAS LINE & IS SUBJECT TO THE CODES AND ORDINANCES OF THE TOWN



VICINITY MAP

SCALE: 1" = 2,000'

LINE TABLE		
NO.	BEARING	LENGTH
L1	N00°18'22"E	296.56'
L2	N00°18'22"E	91.69'
L3	N89°41'38"W	5.00'
L4	S83°59'53"E	51.28'
L5	S06°11'41"W	24.20'
L6	N05°34'58"W	24.20'

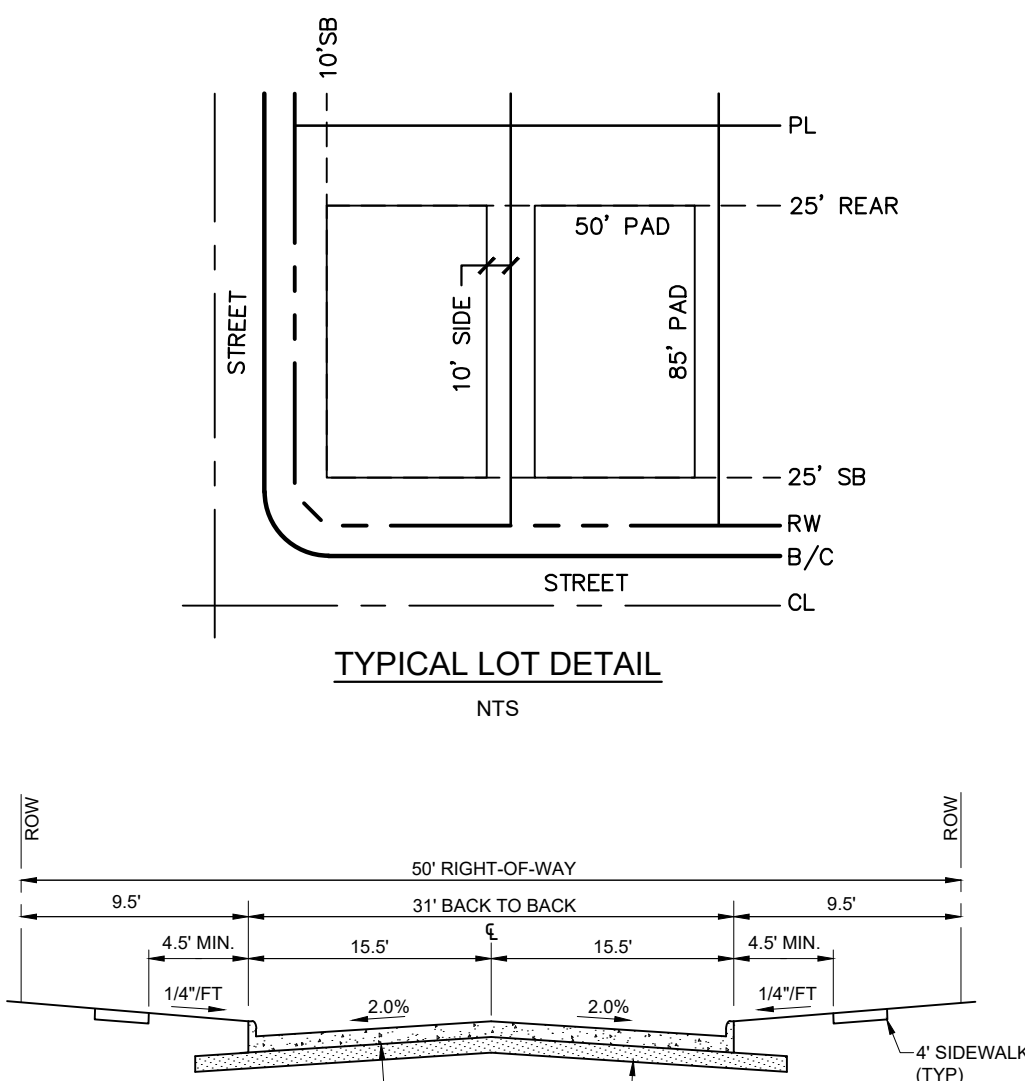
CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	7°55'26"	1200.00'	165.96'	N03°39'21"W	165.82'
C2	17°53'59"	1200.00'	374.89'	N01°19'56"E	373.37'
C3	9°56'34"	1000.00'	174.11'	N05°17'39"E	173.89'
C4	10°22'35"	275.00'	49.80'	N85°29'07"E	49.74'
C5	16°39'13"	275.00'	79.93'	N87°40'30"E	79.65'
C6	5°53'20"	100.00'	10.28'	S03°15'02"W	10.27'
C7	168°13'21"	2.00'	5.87'	N89°41'38"W	3.98'
C8	5°53'20"	100.00'	10.28'	N02°38'18"W	10.27'

SITE DATA:

CURRENT ZONING CLASS = A (AGRICULTURAL)
CURRENT USE = SINGLE FAMILY RESIDENCE
PROPOSED ZONING CLASS = SF-10
PROPOSED USE = SINGLE FAMILY RESIDENTIAL
GROSS AREA = 12.699 AC (553,186 SF)
RIGHT-OF-WAY DEDICATION = 1.676 AC (72,997 SF)
FLOODPLAIN = 0 AC
NET AREA = 11.023 AC (480,179 SF)
PROPOSED GROSS DENSITY = 2.36 DU/AC
PROPOSED NET DENSITY = 2.72 DU/AC

LOT AREA TABLE

LOT & BLOCK NUMBER	AREA (AC)	AREA (SF)
BLOCK A LOT 1	0.273	11886
BLOCK A LOT 1X	0.093	4055
BLOCK A LOT 2	0.282	12289
BLOCK A LOT 2X	0.011	461
BLOCK A LOT 3	0.283	12313
BLOCK A LOT 4	0.282	12279
BLOCK A LOT 5	0.280	12177
BLOCK A LOT 6	0.271	11815
BLOCK A LOT 7	0.257	11208
BLOCK A LOT 8	0.246	10723
BLOCK A LOT 9	0.241	10519
BLOCK A LOT 10	0.238	10367
BLOCK B LOT 1	0.277	12061
BLOCK B LOT 1X	0.094	4102
BLOCK B LOT 2	0.288	12531
BLOCK B LOT 2X	0.313	13654
BLOCK B LOT 3	0.290	12622
BLOCK B LOT 3X	0.009	369
BLOCK B LOT 4	0.291	12655
BLOCK B LOT 4X	0.009	369
BLOCK B LOT 5	0.293	12754
BLOCK B LOT 5X	1.806	78690
BLOCK B LOT 6	0.301	13101
BLOCK B LOT 7	0.314	13698
BLOCK B LOT 8	0.326	14200
BLOCK B LOT 9	0.329	14339
BLOCK B LOT 10	0.321	13979
BLOCK B LOT 11	0.306	13329
BLOCK B LOT 12	0.291	12670
BLOCK B LOT 13	0.283	12332
BLOCK B LOT 14	0.334	14539
BLOCK B LOT 15	0.436	18990
BLOCK B LOT 16	0.232	10096
BLOCK B LOT 17	0.286	12450
BLOCK B LOT 18	0.288	12548
BLOCK B LOT 19	0.278	12124
BLOCK B LOT 20	0.272	11853



RESIDENTIAL STREET DETAIL (50' ROW - 31' B-B)

DEVELOPMENT PLAN FOR SMITH TRACT

30 RESIDENTIAL LOTS / 6 OPEN SPACES / 1 PARK LAND LOT
BEING 12.699 ACRES

OUT OF THE
W.H. GIBSON SURVEY, ABSTRACT NO. 464

IN THE

TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

OWNER:

Reginald & Karen Smith
1900 Spinks Rd.
Flower Mound, TX 75028

DEVELOPER:

Toll Bros, Inc.
2555 SW Grapevine Pkwy
Grapevine, TX 76051
Tel: (817) 329-7973
Contact: Mike Boswell

ENGINEER/SURVEYOR:

Kimley»Horn
6180 Warren Parkway, Suite 210
Frisco, TX 75034
Tel: (972) 335-3580
Contact: Casey Ross, P.E.

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	
JCR	BGL	JCR	AS SHOWN	JAN. 2020	068625015	P-1

GENERAL NOTES:

1. WRITTEN DIMENSIONS PREVAIL OVER SCALED DIMENSIONS. NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES.
2. THE CONTRACTOR BEARS ALL RESPONSIBILITY FOR VERIFYING ALL UNDERGROUND UTILITIES, PIPES, STRUCTURES, AND LINE RUNS IN THE FIELD PRIOR TO CONSTRUCTION. ANY DAMAGE TO UTILITIES THAT ARE TO REMAIN SHALL BE REPAIRED IMMEDIATELY AT NO EXPENSE TO THE OWNER. LANDSCAPE ARCHITECT ASSUMES NO RESPONSIBILITY FOR ANY UTILITY NOT SHOWN ON PLANS.
3. ALL PROPOSED AND FINISHED GRADES ARE BASED ON INFORMATION PROVIDED BY THE OWNER'S SURVEY AND/OR SURFACE BY THE PROJECT CIVIL ENGINEER. ANY DISCREPANCIES IN ACTUAL FIELD MEASUREMENTS ARE TO BE REPORTED TO THE LANDSCAPE ARCHITECT IMMEDIATELY.
4. PRIOR TO COMMENCEMENT OF HARDSCAPE CONSTRUCTION, ALL PIERS, FOOTINGS, AND WALLS ARE TO BE SURVEYED, LAID OUT, AND STAKED IN FIELD FOR REVIEW BY LANDSCAPE ARCHITECT. CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR ANY DEMOLITION, ADJUSTMENTS, OR RECONSTRUCTION RESULTING FROM UNAUTHORIZED CONSTRUCTION ACTIVITIES.
5. CONTRACTOR IS RESPONSIBLE FOR ALL QUANTITIES PER DRAWINGS AND SPECIFICATIONS. ANY QUANTITIES PROVIDED BY LANDSCAPE ARCHITECT ARE PROVIDED FOR CONVENIENCE ONLY. CONTRACTORS ARE TO BID THEIR OWN VERIFIED QUANTITIES. NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES.
6. EASEMENTS SETBACKS, BUILDING, CURB AND GUTTER, AND UNDERGROUND UTILITIES HAVE BEEN SUPPLIED TO LANDSCAPE ARCHITECT BY THE PROJECT CIVIL ENGINEER. REFER TO CIVIL ENGINEER'S DRAWINGS FOR ADDITIONAL INFORMATION.

PLANTING NOTES:

1. ALL PLANT MATERIAL SHALL BE INSTALLED ACCORDING TO SOUND NURSERY PRACTICES AND SHALL MEET ALL STANDARDS AS STATED IN THE LATEST EDITION OF "AMERICAN STANDARD FOR NURSERY STOCK" BY THE AMERICAN ASSOCIATION OF NURSERYMEN.
2. NO SUBSTITUTIONS IN PLANT MATERIALS SHALL BE MADE WITHOUT WRITTEN AUTHORIZATION FROM OWNER OR LANDSCAPE ARCHITECT. IN THE EVENT OF DISCREPANCIES BETWEEN THE DRAWING AND THE PLANT LIST, THE DRAWING SHALL PREVAIL.
3. LOCATE ALL UTILITIES PRIOR TO ANY DIGGING OPERATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO EXISTING UTILITIES INCURRED BY HIS WORK.
4. REFERENCE IRRIGATION PLAN FOR BED IRRIGATION INFORMATION.
5. STAKING AND GUYING ALTERNATIVES: METHODS INDICATED IN DRAWING DETAILS ARE PREFERRED. CONTRACTOR MAY SUGGEST ALTERNATE METHODS, ASSUMING FULL RESPONSIBILITY FOR THEIR IMPLEMENTATION. CONTRACTOR SHALL REPLACE, PLANT, OR UPRIGHT ANY TREES BLOWN OVER OR DAMAGED DUE TO INADEQUATE STAKING AT NO ADDITIONAL COST TO THE OWNER.
6. PLANTS MASSED IN BEDS SHALL BE ARRANGED USING TRIANGULAR SPACING.
7. PROVIDE A STEEL EDGE OR CONCRETE MOW STRIP BETWEEN ALL PLANTING BEDS AND LAWN AREAS. REFERENCE SITE PLAN.
8. ALL PLANTING BEDS TO BE TOP DRESSED WITH A MINIMUM OF 3" SHREDDED HARDWOOD MULCH.
9. PROVIDE GRASS SEEDING OR LAY BERMUDA SOD FOR PROPOSED LAWN AREAS TO ALL EDGES OF PAVEMENT AND/ OR LIMITS OF DISTURBANCE OUTSIDE R.O.W. OR PROPOSED LANDSCAPE EASEMENT. PROVIDE IRRIGATION AS NECESSARY.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPING UNTIL FINAL ACCEPTANCE. ALL REQUIRED LANDSCAPING SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THE WORK SHALL INCLUDE, BUT NOT TO BE LIMITED TO, MOWING, EDGING, PRUNING, FERTILIZING, WATERING, WEEDING, AND OTHER SUCH ACTIVITIES COMMON TO THE MAINTENANCE OF LANDSCAPING. ALL PLANT MATERIALS SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR. PLANT MATERIAL THAT DIES SHALL BE REPLACED WITH THE PLANT MATERIAL OF SIMILAR SIZE AND VARIETY.
11. CONTRACTOR SHALL WARRANTY PLANT MATERIAL TO REMAIN ALIVE AND HEALTHY FOR A PERIOD OF ONE YEAR AFTER FINAL ACCEPTANCE. WARRANTY SHALL NOT INCLUDE DAMAGE FOR LOSS OF PLANT MATERIAL DUE TO NATURAL CAUSES, ACTS OF VANDALISM OR NEGLIGENCE ON THE PART OF THE OWNER.
12. ALL DISTURBED AREAS WITHIN LIMITS OF CONSTRUCTION NOT CALLED TO BE SODDED, SHALL BE REESTABLISHED WITH BERMUDA SOD AND IRRIGATED.
13. ALL LANDSCAPE BED AREAS TO BE PREPARED USING "READY TO PLANT BEDDING MIX" BY SOIL BUILDING SOLUTIONS (OR APPROVED EQUAL). INSTALL TO DEPTHS, PER PLANTING DETAILS (12" DEPTH MIN.) FINISHED GRADES OF PLANTING BEDS TO BE 2" BELOW FINISHED GRADE OF ADJACENT PAVING OR AS SHOWN ON GRADING PLAN.
14. ALL SOD AREAS TO RECEIVE 4" DEPTH (MIN) TOPSOIL PRIOR TO INSTALLATION. TOPSOIL SHALL BE NATURAL, FRIABLE, FERTILE, pH RANGE OF 5.5-7.4, AND FREE OF TRASH, DEBRIS, STONES, WEEDS, AND TWIGS/BRANCHES.
15. ALL DISTURBED AREAS IN R.O.W. TO BE RE-ESTABLISHED WITH BERMUDA SEED OR SOD AND IRRIGATED UNLESS OTHERWISE SHOWN ON PLANS.
16. ALL TREES TO BE PLACED A MINIMUM OF 4' FROM ANY UTILITY.

MATERIALS LEGEND:

STONE

ST-1

STONE VENEER

TYPE: CHARCOAL LUEDERS
PATTERN: RANDOM ASHLAR
FINISH: CHOPPED FACE
INSTALL: REF. DETAILS (LH 3.02-3.03)
SUPPLIER: MEZGER ENTERPRISES
CONTACT: CHIP MANSFIELD (325.228.4065)
APPROVAL: **SAMPLE, MOCK UP**

ST-2

STONE VENEER

TYPE: SMOKE LUEDERS
PATTERN: RANDOM ASHLAR
FINISH: CHOPPED FACE
INSTALL: REF. DETAILS (LH 3.01-3.03)
SUPPLIER: MEZGER ENTERPRISES
CONTACT: CHIP MANSFIELD (325.228.4065)
APPROVAL: **SAMPLE, MOCK UP**

ST-3

CAST STONE CAP

TYPE: CHARCOAL LUEDERS
SIZE: REF. DETAILS
FINISH: HONED
INSTALL: REF. DETAILS
SUPPLIER: MEZGER ENTERPRISES
CONTACT: CHIP MANSFIELD (325.228.4065)
APPROVAL: **SAMPLE, MOCK UP**

METAL

M-1

METAL SIGN LETTERS

METAL: ALUMINUM PANEL
SIZE: 3/8" THICK
COLOR: BLACK
FONT: TBD BY OWNER
INSTALL: PIN MOUNTED (REF. DETAILS)
APPROVAL: **SAMPLE, MOCK-UP**

M-2

STEEL EDGING

TYPE: STEEL
FINISH: PAINTED BLACK
SIZE: 1/4" X 5" EDGE, WITH 16" TAPERED STAKES @30" O.C.
INSTALL: REF. PLANS AND DETAILS
SUPPLIER: DURAEDEGE STEEL LANDSCAPE EDGE
APPROVAL: **CUT SHEETS**

FENCE

F-1

ORNAMENTAL IRON FENCE

TYPE: AMERISTAR MONTAGE II ORNAMENTAL IRON FENCE
COLOR: BLACK
INSTALL: REF. DETAILS AND MANUFACTURERS SPECIFICATIONS
SUPPLIER: AMERISTAR
APPROVAL: **CUT SHEET**

CONCRETE

C-1

CONCRETE PAVING

COLOR: GREY
FINISH: MEDIUM BROOM FINISH
CONTROL JOINTS: SAWCUT (1/2" DEPTH OF CONCRETE) @ REGULARLY SPACED INTERVALS, TYPICAL JOINT SPACING TO BE EQUAL TO WIDTH OF WALK
EXPANSION JOINTS: TYPICALLY 40' O.C. MAX
JOINT SEALANT: COLOR TO MATCH CONCRETE
APPROVAL: **MOCKUP, EJ SEALANT SAMPLE**

MISC.

MI-1

PLANTER POT

TYPE: DCR-2400
SIZE: 24" (TOP) x 15.5" (BOTTOM) x 27" (HEIGHT)
COLOR: ROYALTY
FINISH: METAL
MANUFACTURER: TOURNESOL
INSTALL: PER MANUFACTURERS SPECIFICATIONS
CONTACT: JON WILLINGHAM (714.743.2973)
APPROVAL: **CUT SHEET**

MI-2

STUCCO

COLOR: WHITE
TEXTURE: MEDIUM
INSTALL: REF. DETAILS (LH 3.03)
APPROVAL: **SAMPLE, MOCK UP**

SYMBOLS LEGEND:

GENERAL

CENTER LINE

LIMIT OF WORK

MATCHLINE

EXPANSION JOINT

CONTROL JOINT

P.O.B.

POINT OF BEGINNING

DETAIL NUMBER
SHEET NUMBER

SECTION REFERENCE

MATERIAL REFERENCE

MATERIALS LEGEND
FOR
SMITH TRACT

30 RESIDENTIAL LOTS / 4 OPEN SPACES
BEING 12.699 ACRES
OUT OF THE
W.H. GIBSON SURVEY, ABSTRACT NO. 464
IN THE
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

OWNER:
Reginald & Karen Smith
1500 Spinks Rd
Flower Mound, TX 75028

DEVELOPER:
Toll Bros., Inc.
2555 SW Grapevine Pkwy
Grapevine, TX 76051
Tel: (817) 329-7973
Contact: Mike Boswell

LANDSCAPE ARCHITECT:
Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, TX 75034
Tel: (972) 335-3580
Contact: Marie Robirds, PLA

DESIGNED
ERB

DRAWN
IERB

CHECKED
CF

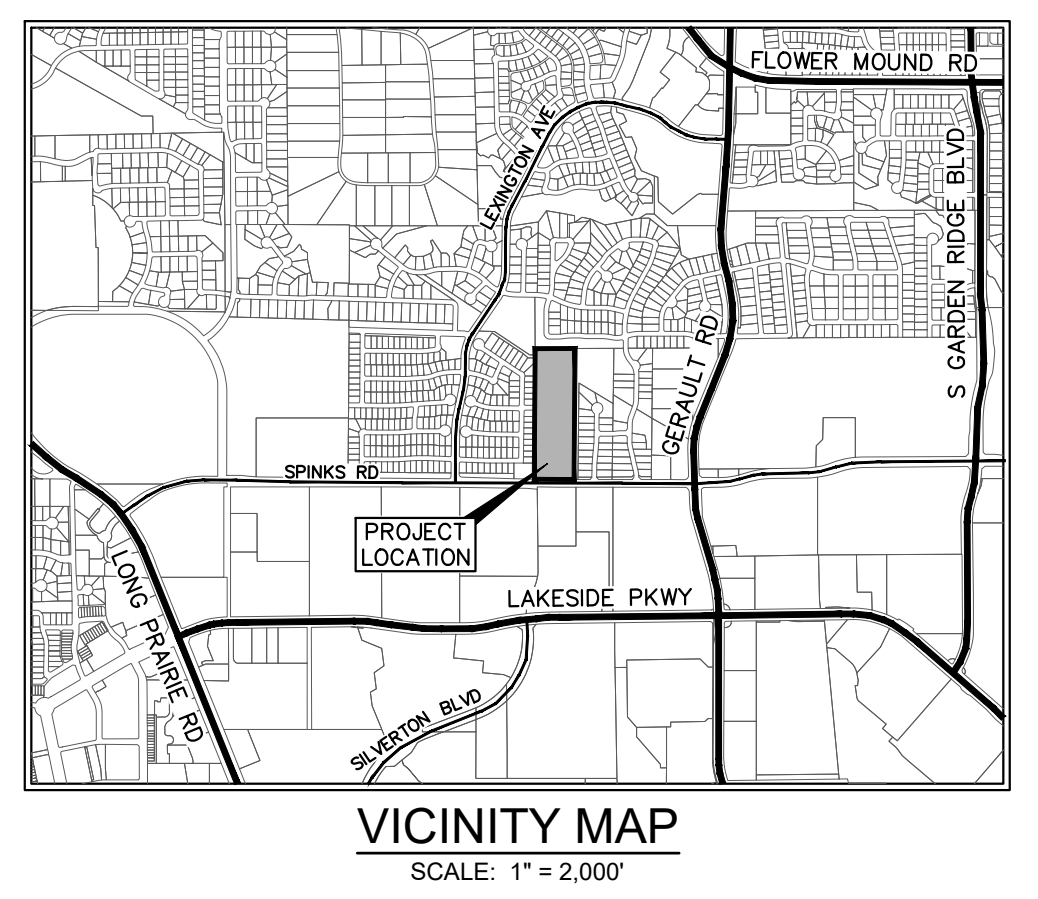
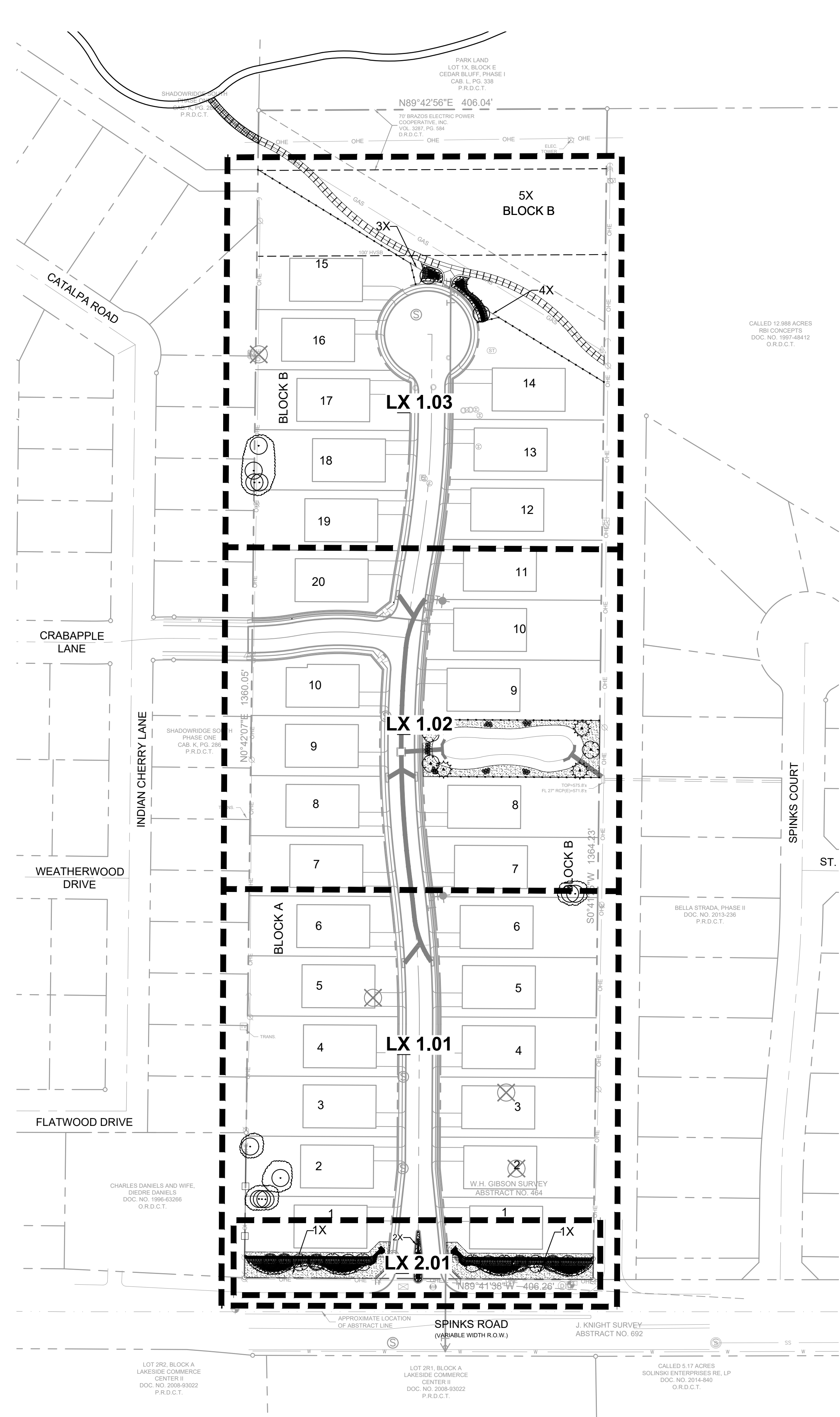
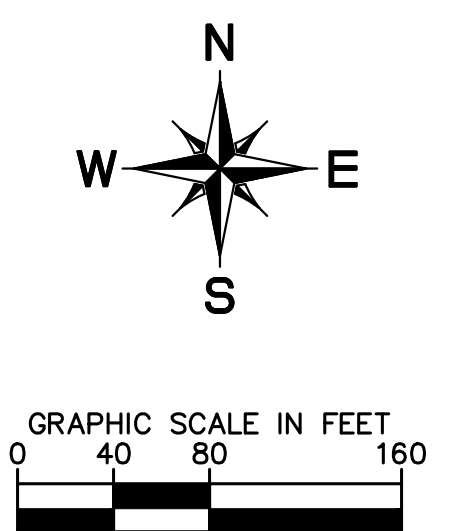
SCALE
AS SHOWN

DATE
12/18/2019

KH PROJECT NO
068625015

LC 1.01

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C:\VIL\06625015\SMITH TRACT - TOLL LANDSCAPE\DISIGN\01 PERMIT COVER\ANSHEET\LC 101.DWG (LC 101)
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SHEET LAYOUT PLAN
FOR
SMITH TRACT

30 RESIDENTIAL LOTS / 4 OPEN SPACES
BEING 12.699 ACRES
OUT OF THE
W.H. GIBSON SURVEY, ABSTRACT NO. 464
IN THE
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

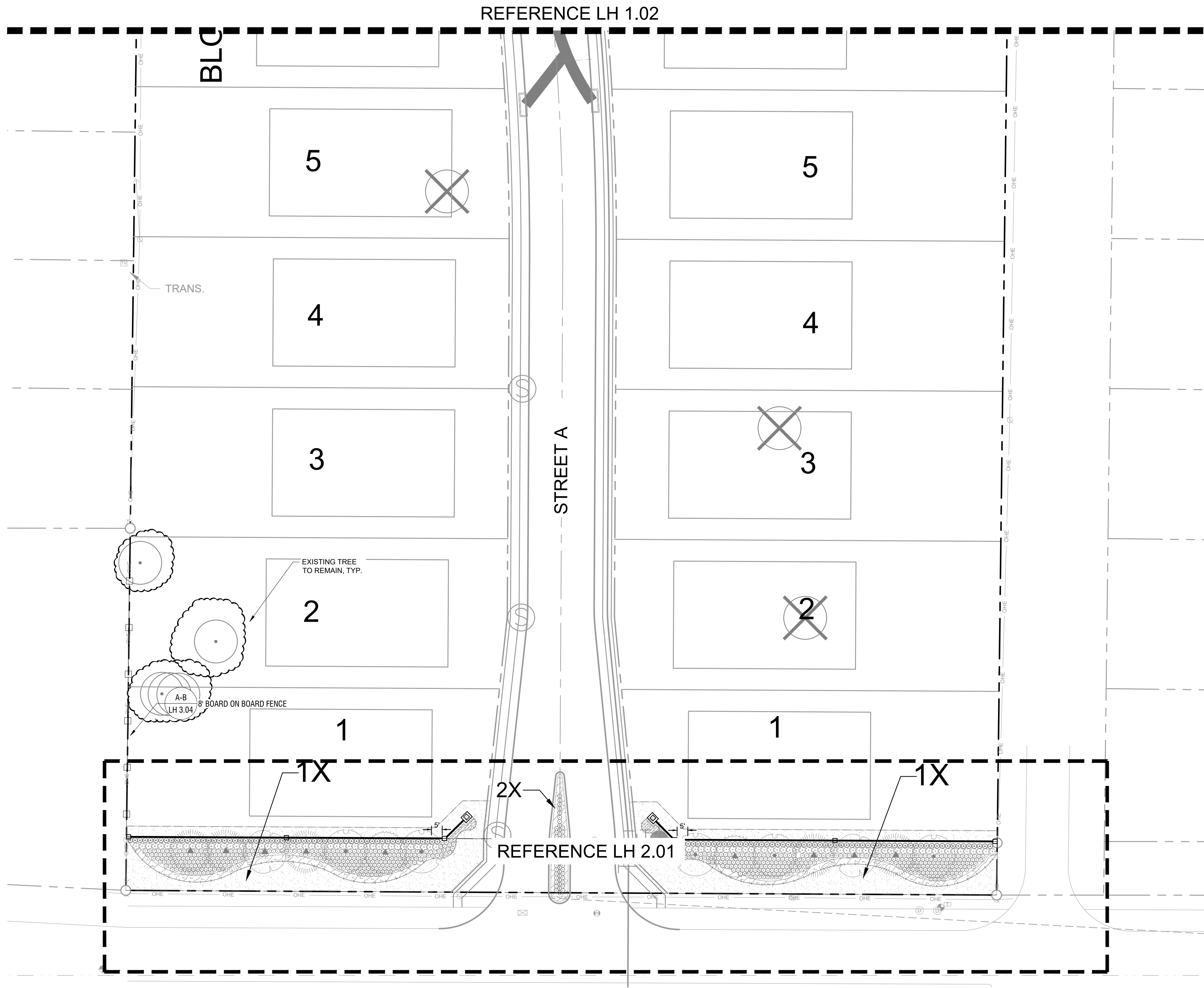
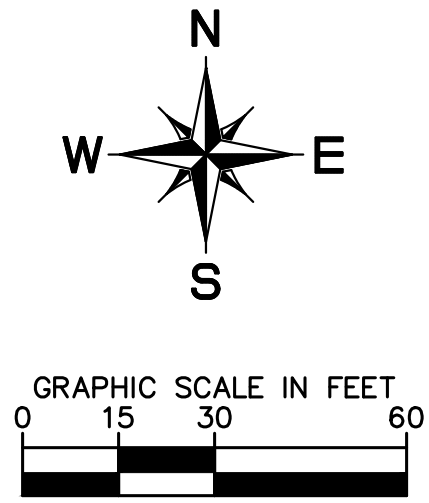
OWNER:
Reginald & Karen Smith
1500 Spinks Rd
Flower Mound, TX 75028

DEVELOPER:
Toll Bros., Inc.
2555 SW Grapevine Pkwy
Grapevine, TX 76051
Tel: (817) 329-7973
Contact: Mike Boswell

LANDSCAPE ARCHITECT:
Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, TX 75034
Tel: (972) 335-3580
Contact: Marie Robirds, PLA

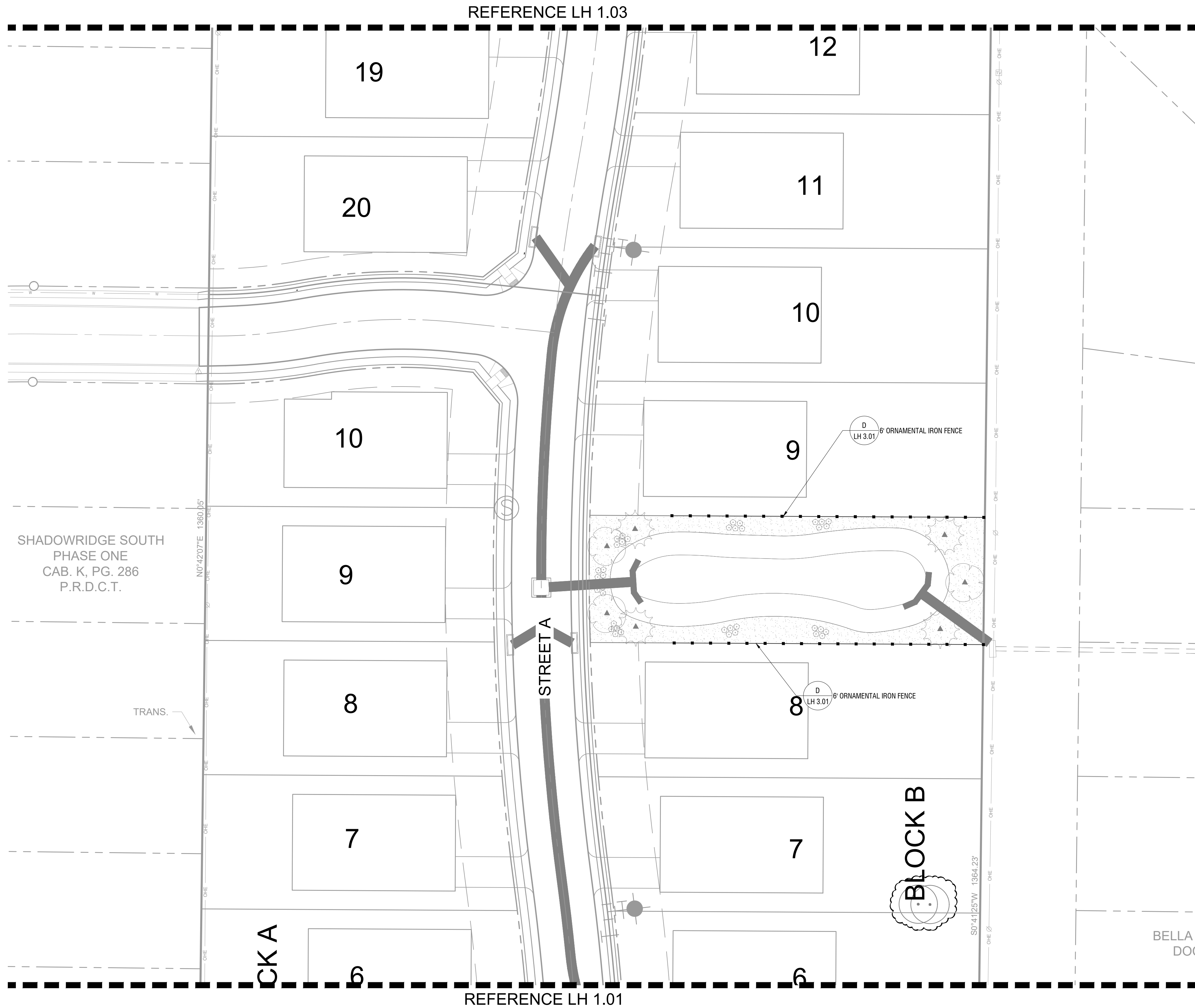
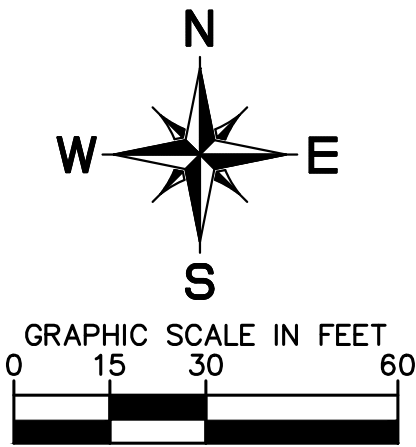
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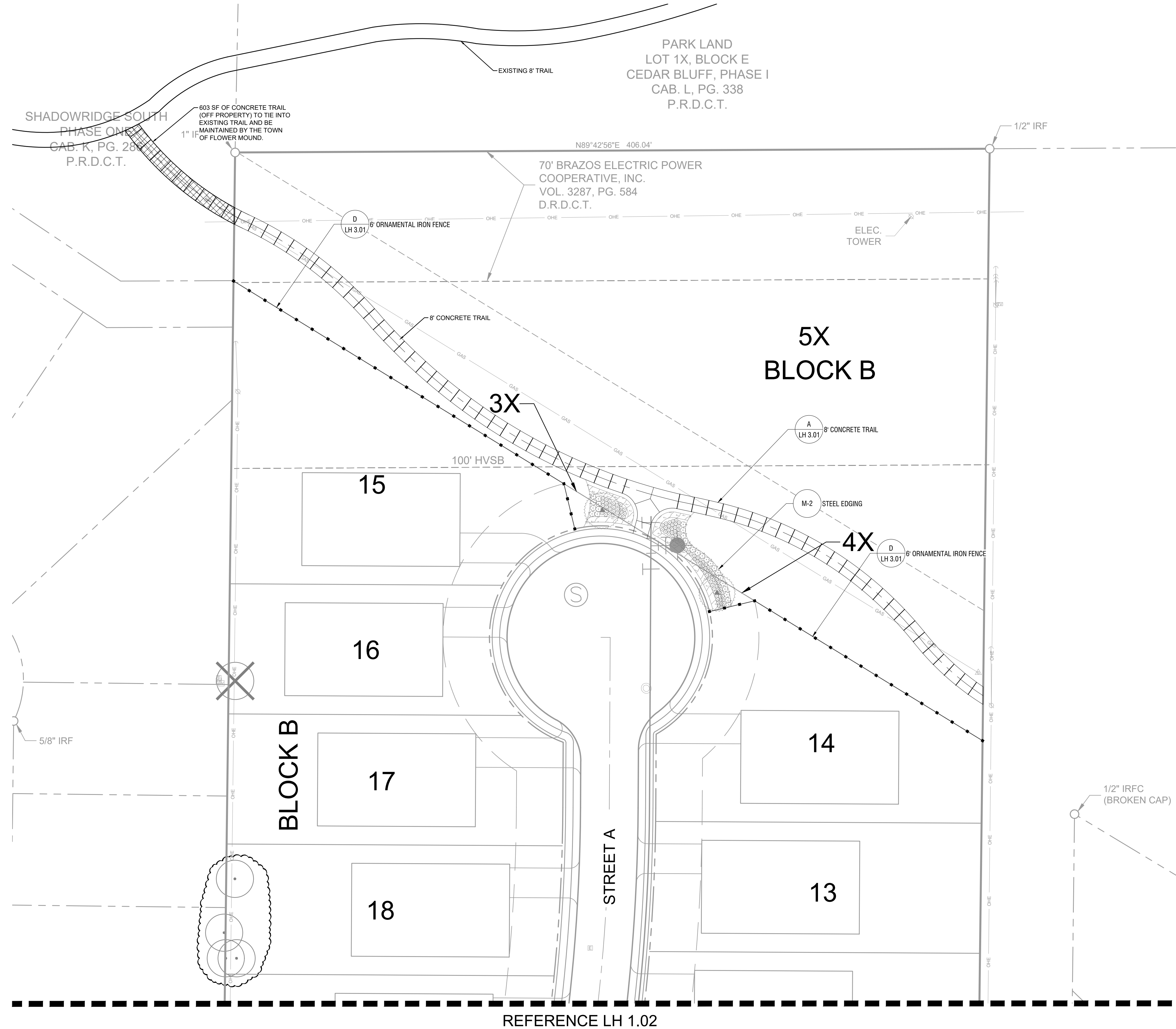


HARDSCAPE PLAN FOR SMITH TRACT						
30 RESIDENTIAL LOTS / 4 OPEN SPACES BEING 12.699 ACRES OUT OF THE W.H. GIBSON SURVEY, ABSTRACT NO. 464 IN THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS						
OWNER: Reginald & Karen Smith 1500 Spinks Rd Flower Mound, TX 75028		DEVELOPER: Toll Bros., Inc. 2555 SW Grapevine Pkwy Grapevine, TX 76051 Tel: (817) 329-7973 Contact: Mike Boswell		LANDSCAPE ARCHITECT: Kimley»Horn 6160 Warren Parkway, Suite 210 Frisco, TX 75034 Tel: (972) 335-3580 Contact: Marie Robirds, PLA		
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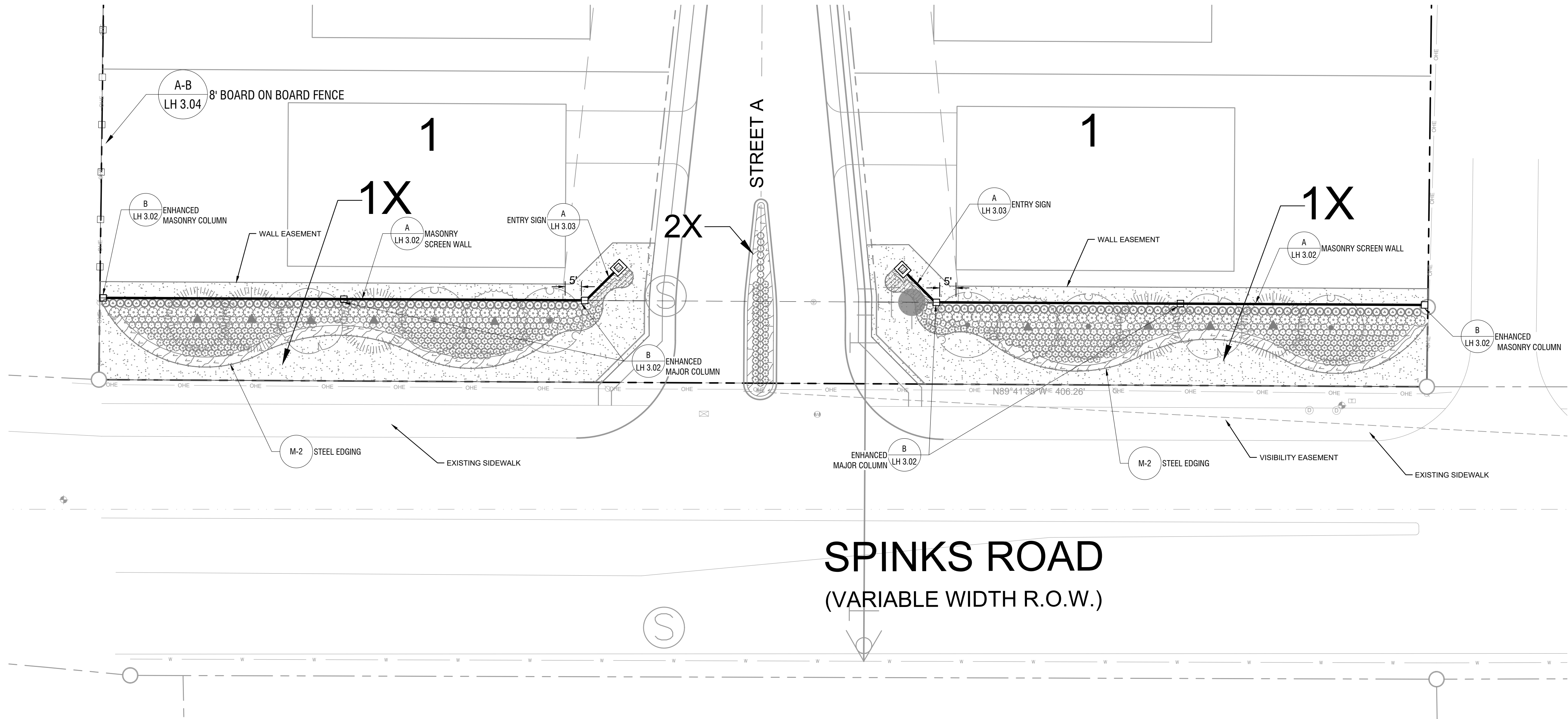
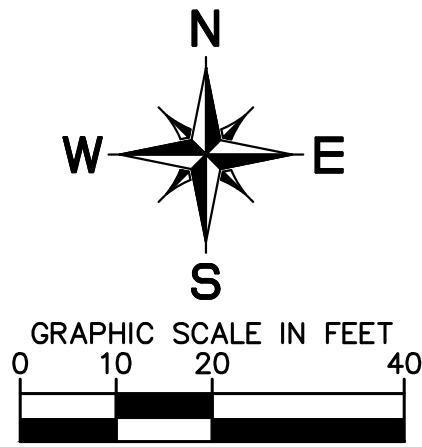
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HARDSCAPE PLAN FOR SMITH TRACT						
30 RESIDENTIAL LOTS / 4 OPEN SPACES BEING 12.699 ACRES OUT OF THE W.H. GIBSON SURVEY, ABSTRACT NO. 464 IN THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS						
OWNER: Reginald & Karen Smith 1500 Spinks Rd Flower Mound, TX 75028		DEVELOPER: Toll Bros., Inc. 2555 SW Grapevine Pkwy Grapevine, TX 76051 Tel: (817) 329-7973 Contact: Mike Boswell			LANDSCAPE ARCHITECT: Kimley»Horn 6180 Warren Parkway, Suite 210 Frisco, TX 75034 Tel: (972) 335-3580 Contact: Marie Robirds, PLA	
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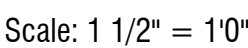
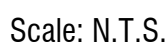
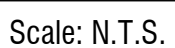
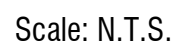
HARDSCAPE PLAN FOR SMITH TRACT 30 RESIDENTIAL LOTS / 4 OPEN SPACES BEING 12.699 ACRES OUT OF THE W.H. GIBSON SURVEY, ABSTRACT NO. 464 IN THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS						
<u>OWNER:</u> Reginald & Karen Smith 1500 Sparks Rd Flower Mound, TX 75028	<u>DEVELOPER:</u> Toll Bros., Inc. 2555 SW Grapevine Pkwy Grapevine, TX 76051 Tel: (817) 329-7973 Contact: Mike Boswell	<u>LANDSCAPE ARCHITECT:</u>  Kimley»Horn 6160 Warren Parkway, Suite 210 Frisco, TX 75034 Tel: (972) 335-3580 Contact: Marie Robirds, PLA				
DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	LH 1.03
MER	MER	JRC	AS SHOWN	12/16/2019	068625015	



HARDSCAPE ENLARGEMENT FOR SMITH TRACT						
30 RESIDENTIAL LOTS / 4 OPEN SPACES BEING 12.699 ACRES OUT OF THE W.H. GIBSON SURVEY, ABSTRACT NO. 464 IN THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS						
OWNER: Reginald & Karen Smith 1500 Spinks Rd Flower Mound, TX 75028		DEVELOPER: Toll Bros., Inc. 2555 SW Grapevine Pkwy Grapevine, TX 76051 Tel: (817) 329-7973 Contact: Mike Boswell		LANDSCAPE ARCHITECT: Kimley»Horn 6160 Warren Parkway, Suite 210 Frisco, TX 75034 Tel: (972) 335-3580 Contact: Marie Robirds, PLA		
DESIGNED ERB	DRAWN IERB	CHECKED CF	SCALE AS SHOWN	DATE 12/18/2019	KH PROJECT NO. 068625015	LH 2.01

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MER	MER	JRC	AS SHOWN	12/16/2019	068625015	

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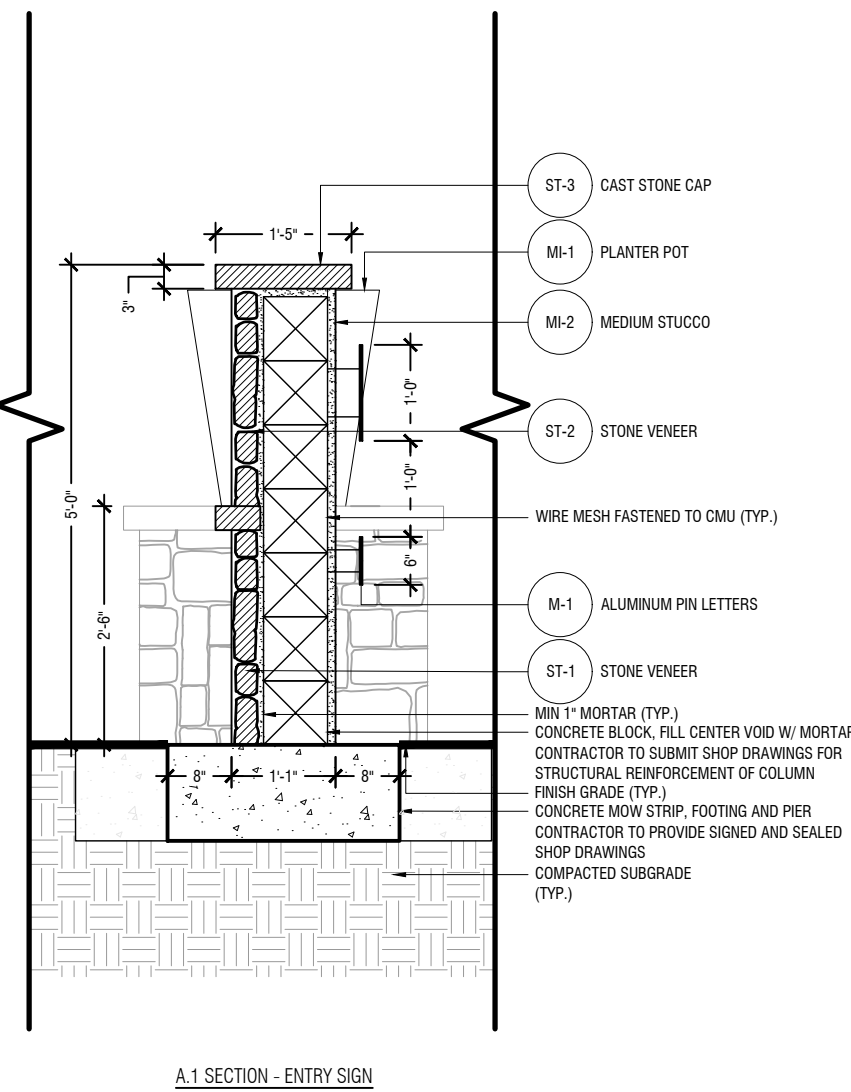
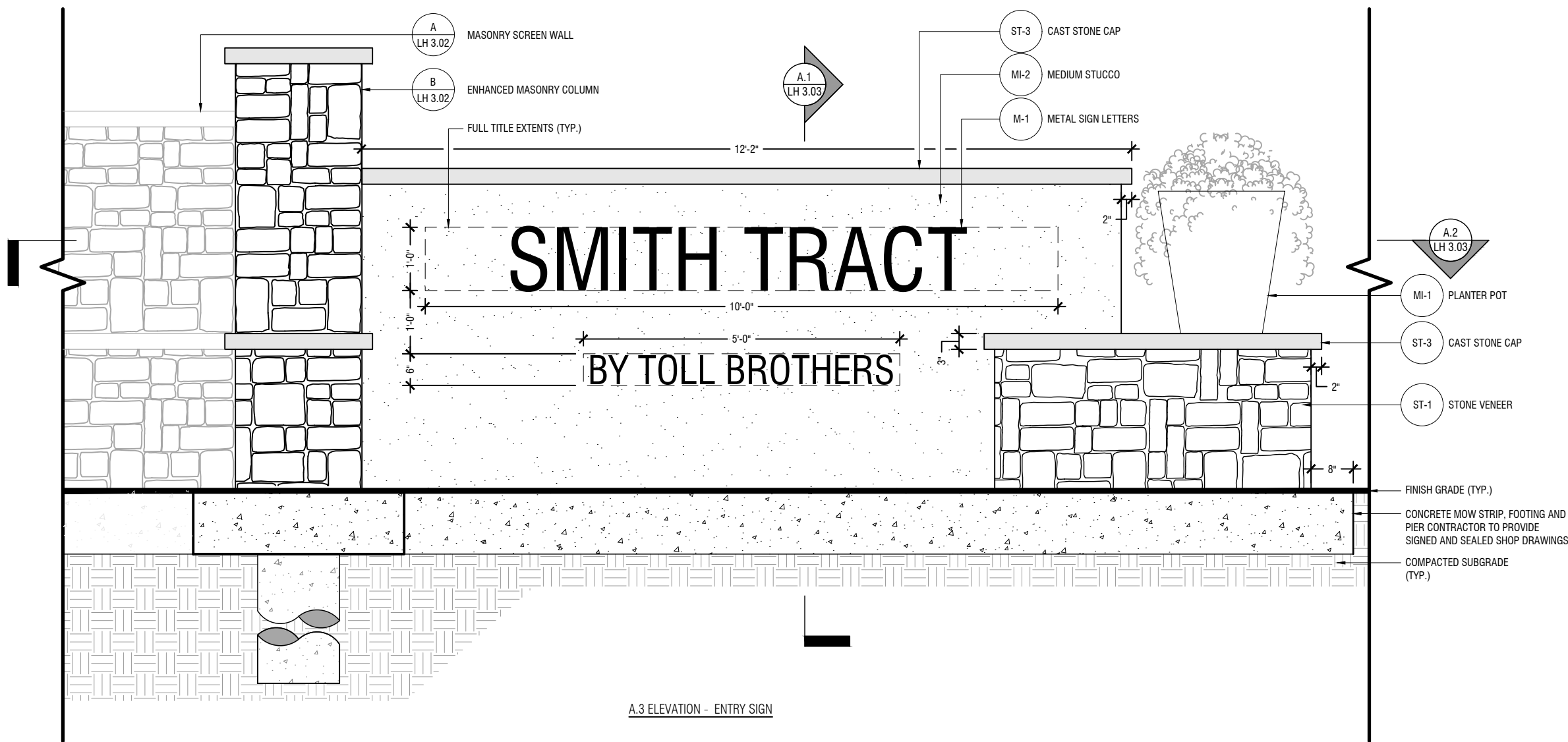
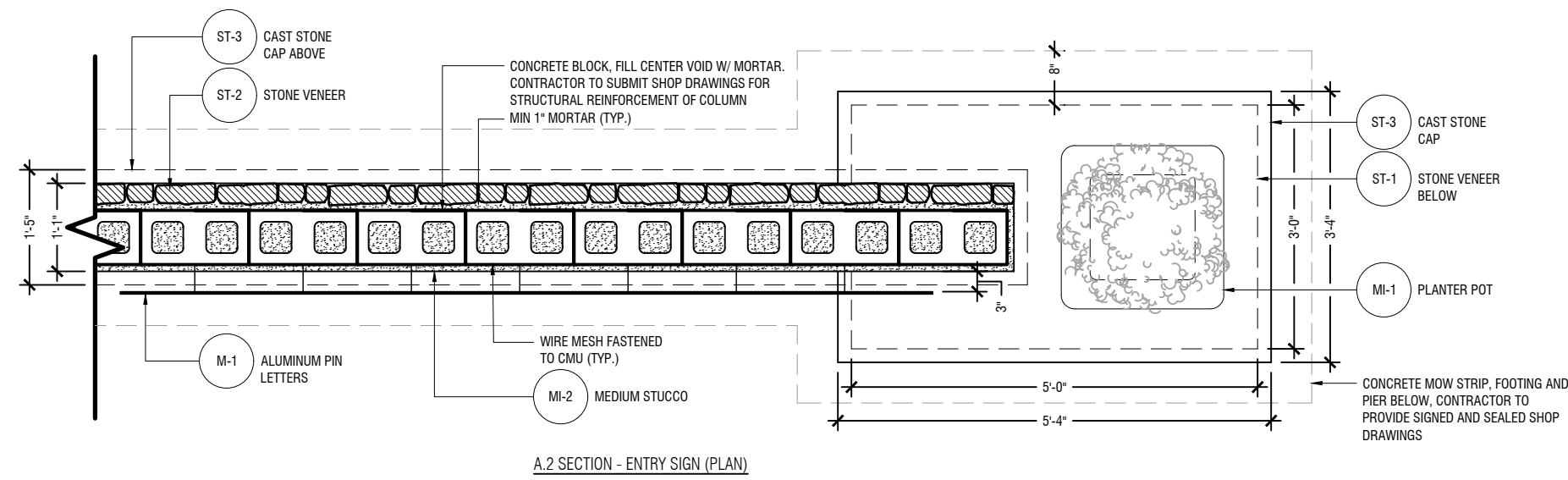


Scale: $1/2'' = 1'-0''$

Scale: $\frac{3}{4}" = 1'-0"$

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MER	MER	JRC	AS SHOWN	12/16/2019	068625015	

NOTE: DRAWINGS ARE FOR DESIGN INTENT ONLY. STRUCTURAL DRAWINGS TO BE PROVIDED BY OTHERS. CONTRACTOR TO SUBMIT SHOP DRAWINGS TO LANDSCAPE ARCHITECT FOR APPROVAL.



ENTRY MONUMENT

Scale: 3/4" = 1'-0"

A

HARDSCAPE DETAILS

FOR
SMITH TRACT

30 RESIDENTIAL LOTS / 4 OPEN SPACES
BEING 12.699 ACRES

OUT OF THE
W.H. GIBSON SURVEY, ABSTRACT NO. 464

IN THE
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

OWNER:

Reginald & Karen Smith
1600 Sprinks Rd.
Flower Mound, TX 75028

DEVELOPER:

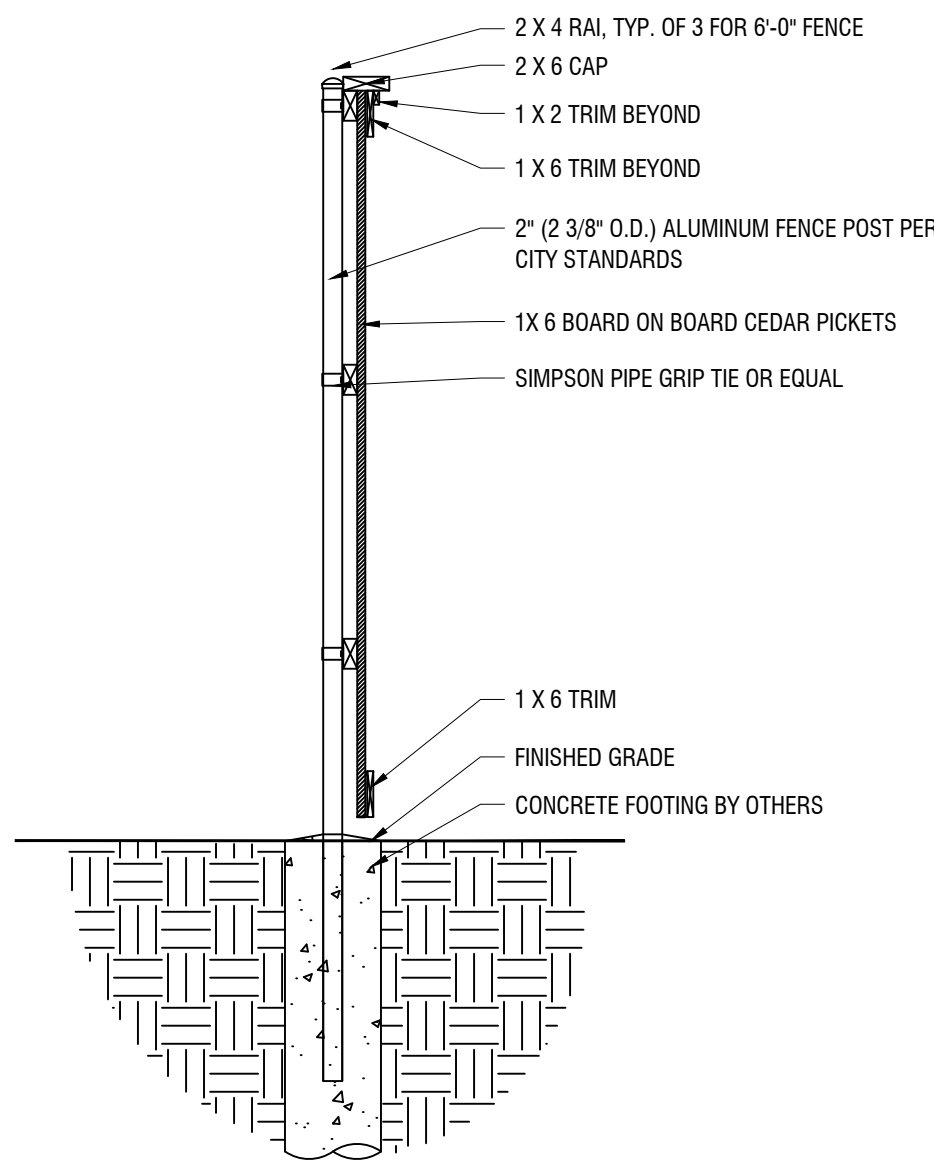
Toll Bros., Inc.
2555 SW Grapevine Pkwy
Grapevine, TX 76051
Tel: (817) 329-7973
Contact: Mike Boswell

LANDSCAPE ARCHITECT:

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, TX 75034
Tel: (972) 335-3580
Contact: Marie Robirds, PLA

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	LH 3.03
MER	MER	JRC	AS SHOWN	12/16/2019	068625015	

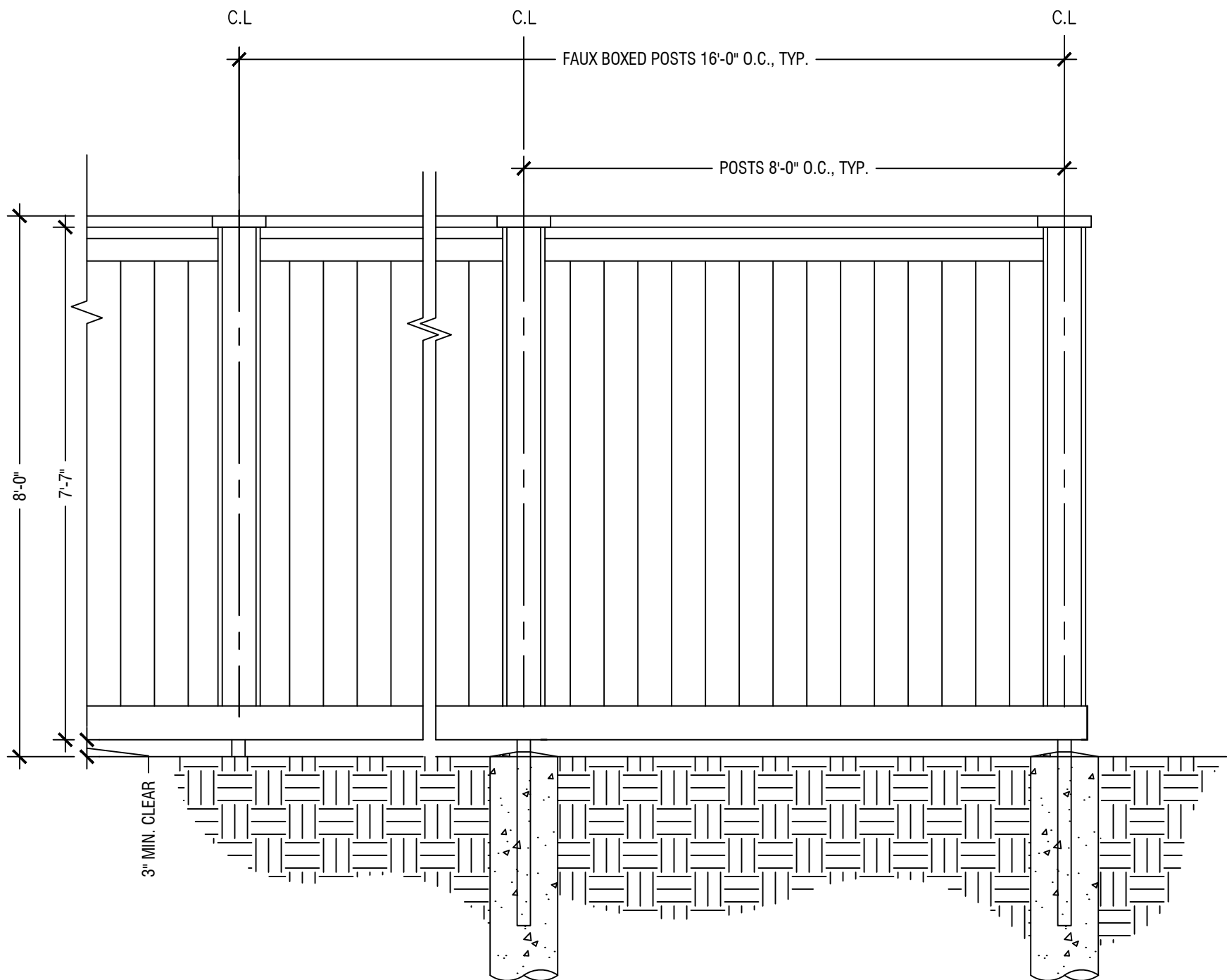
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8' Board on Board Wood Fence Section

Scale: 1/2" = 1'0"

B



8' Board on Board Wood Fence Elevation

Scale: 1/2" = 1'0"

A

NOTE: DRAWINGS ARE FOR DESIGN INTENT ONLY. STRUCTURAL DRAWINGS TO BE PROVIDED BY OTHERS. CONTRACTOR TO SUBMIT SHOP DRAWINGS TO LANDSCAPE ARCHITECT FOR APPROVAL.

HARDSCAPE DETAILS

FOR
SMITH TRACT

30 RESIDENTIAL LOTS / 4 OPEN SPACES
BEING 12.699 ACRES

OUT OF THE
W.H. GIBSON SURVEY, ABSTRACT NO. 464

IN THE
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

OWNER:

Reginald & Karen Smith
1900 Sprinks Rd.
Flower Mound, TX 75028

DEVELOPER:

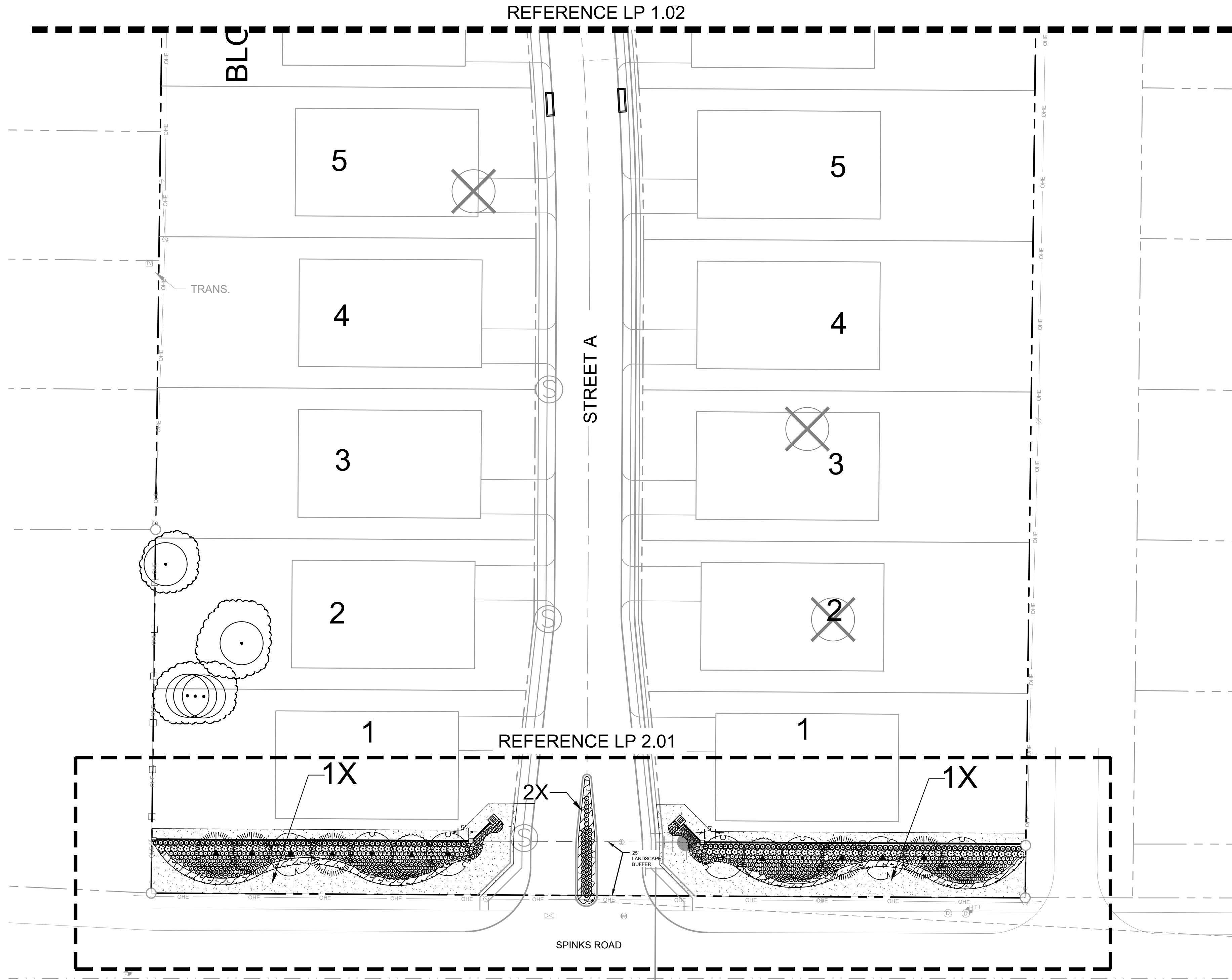
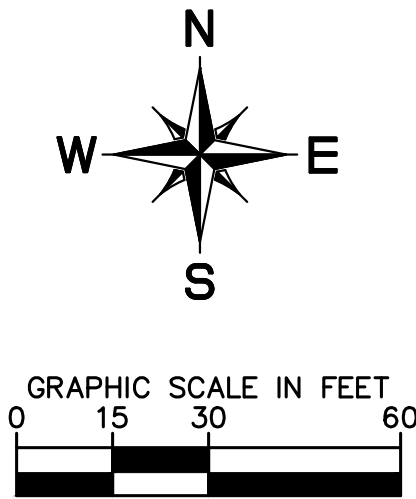
Toll Bros., Inc.
2555 SW Grapevine Pkwy
Grapevine, TX 76051
Tel: (817) 329-7973
Contact: Mike Boswell

LANDSCAPE ARCHITECT:

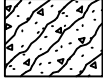
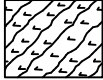
Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, TX 75034
Tel: (972) 335-3580
Contact: Marie Robirds, PLA

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	
MER	MER	JRC	AS SHOWN	12/16/2019	068622015	LH 3.04

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PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL / COMMON NAME	SPECIFICATIONS	REMARKS	
	QH	5	Quercus muehlenbergii / Chinkapin Oak	3" cal, 14' ht, 5'-6" spr	Full, Straight, Single Leader	
	QS	5	Quercus shumardii / Shumard Red Oak	3" cal, 14' ht, 5'-6" spr	Full, Straight, Single Leader	
	TD	4	Taxodium distichum / Bald Cypress	3" cal, 14' ht, 5" spr	Full, Straight, Single Leader	
	UC	5	Ulmus crassifolia / Cedar Elm	3" cal, 14' ht, 6" spr	Full, Straight, Single Leader	
	UA	4	Ulmus parvifolia / Lacebark Elm	3" cal, 15' ht, 5" spr	Full, Straight, Single Leader	
SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	SPECIFICATIONS	REMARKS	
	LCS	125	Leucophyllum frutescens 'Compacta' / Compact Texas Sage	24" ht, 24" spr, 36" oc	Full	
	SAL	286	Salvia greggii / Autumn Sage	24" ht, 24" spr, 24" oc	Full	
GRASSES	CODE	QTY	BOTANICAL / COMMON NAME	SPECIFICATIONS	REMARKS	
	CKG	120	Calamagrostis x acutiflora 'Karl Foerster' / Feather Reed Grass	18" ht, 30" spr, 30" oc	Full	
	MSG	39	Miscanthus sinensis 'Adagio' / Adagio Eulalia Grass	36" ht, 30" spr, 36" oc	Full	
	NAS	515	Nassella tenuissima / Mexican Feather Grass	18" ht, 24" spr, 24" oc	Full	
GROUND COVERS	CODE	QTY	BOTANICAL / COMMON NAME	SPECIFICATIONS	SPACING	REMARKS
	ANN	247	Annual Plants / Seasonal Color	8" ht, 8" spr, 8" o.c.	8" o.c.	To be selected by owner and changed seasonally. 1 gallon minimum
	EUF	1,467	Euonymus fortunei 'Coloratus' / Purple-leaf Winter Creeper	8" ht, 8" spr, 12" oc	12" o.c.	Full, 1 gallon min.
	LEM	36	Liriope muscari 'Emerald Goddess' / Emerald Goddess Liriope	12" ht, 12" spr, 12" oc	12" o.c.	Full, 1 gallon min.
MISCELLANEOUS	CODE	QTY	BOTANICAL / COMMON NAME	SPECIFICATIONS		
	SOD	TBD	Cynodon dactylon/ Common Bermuda	Solid sod rolled tight with sand filled joints, 100% weed, disease, and pest free		
	MULCH	TBD	Shredded Hardwood Mulch	3" depth, dark brown in color, all trees in sod to receive 4" dia mulch ring		

NOTE: PLANT QUANTITIES ARE PROVIDED FOR CONVENIENCE ONLY. IN THE CASE OF A DISCREPANCY, THE DRAWING SHALL TAKE PRECEDENCE.

NOTE: PLANTS ARE SPECIFIED BY HEIGHT AND SPREAD, NOT CONTAINER SIZE. ALL PLANTINGS ARE EXPECTED TO MEET ALL SPECIFICATION PROVIDED.

TOWN OF FLOWER MOUND LANDSCAPE REQUIREMENTS - RESIDENTIAL LOT		
CATEGORY	REQUIRED	PROVIDED
STREET BUFFER TREES - SPINKS ROAD (1 TREE PER 30 FEET OF LINEAR FRONTAGE 406 LF / 30 LF = 14 TREES)	14 TREES	14 TREES

NOTE: ALL SOD AREAS ARE TO BE PERMANENTLY IRRIGATED WITH OVERHEAD SPRAYS. ALL SHRUBS AND GROUND COVER ARE TO BE PERMANENTLY IRRIGATED WITH DRIP IRRIGATION. ALL TREES ARE TO BE PERMANENTLY IRRIGATED WITH BUBBLERS. A RAIN/ FREEZE SENSOR WILL BE PROVIDED.

LANDSCAPE PLAN
FOR
SMITH TRACT

30 RESIDENTIAL LOTS / 4 OPEN SPACES
BEING 12.699 ACRES
OUT OF THE
W.H. GIBSON SURVEY, ABSTRACT NO. 464
IN THE
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

OWNER:
Reginald & Karen Smith
1500 Spinks Rd
Flower Mound, TX 75028

DEVELOPER:
Toll Bros., Inc.
2555 SW Grapevine Pkwy
Grapevine, TX 76051
Tel: (817) 329-7973
Contact: Mike Boswell

LANDSCAPE ARCHITECT:
Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, TX 75034
Tel: (972) 335-3580
Contact: Marie Robirds, PLA

DESIGNED
MER

DRAWN
MER

CHECKED
JRC

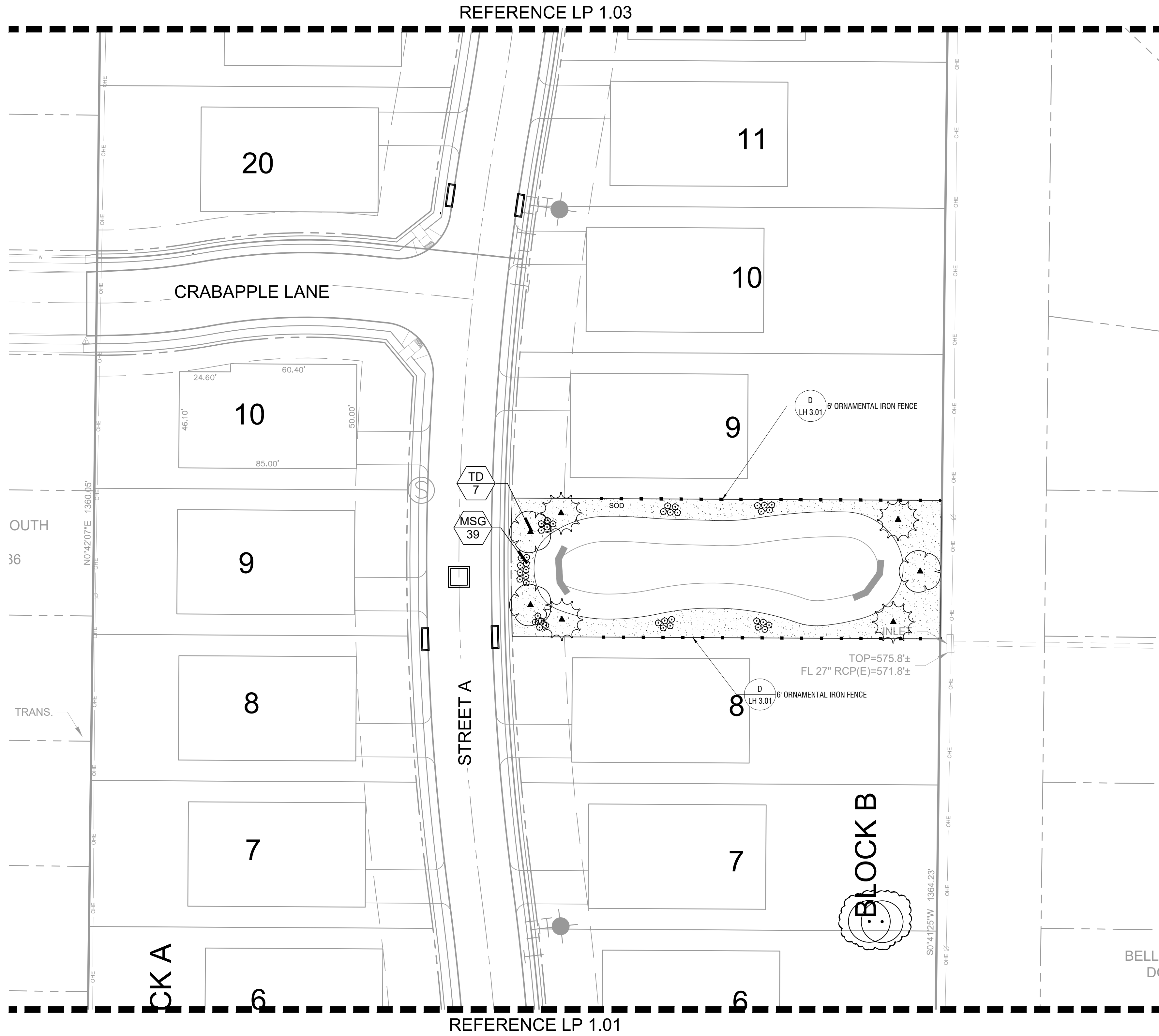
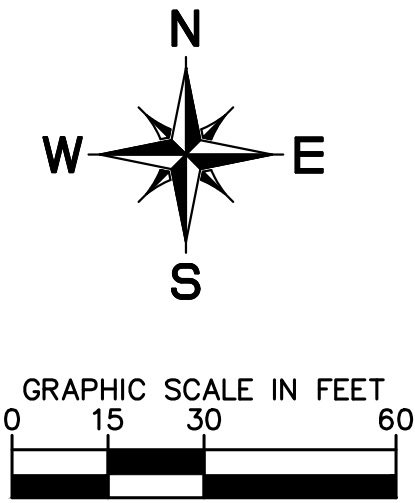
SCALE
AS SHOWN

DATE
12/16/2019

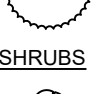
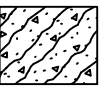
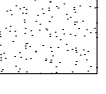
KH PROJECT NO
068625015

LP 1.01

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LAST SAVED 4/8/2016 6:04 PM
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PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL / COMMON NAME	SPECIFICATIONS	REMARKS	
	QH	5	Quercus muehlenbergii / Chinkapin Oak	3" cal, 14' ht, 5'-6" spr	Full, Straight, Single Leader	
	QS	5	Quercus shumardii / Shumard Red Oak	3" cal, 14' ht, 5'-6" spr	Full, Straight, Single Leader	
	TD	4	Taxodium distichum / Bald Cypress	3" cal, 14' ht, 5' spr	Full, Straight, Single Leader	
	UC	5	Ulmus crassifolia / Cedar Elm	3" cal, 14' ht, 6' spr	Full, Straight, Single Leader	
	UA	4	Ulmus parvifolia / Lacebark Elm	3" cal, 15' ht, 5' spr	Full, Straight, Single Leader	
SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	SPECIFICATIONS	REMARKS	
	LCS	125	Leucophyllum frutescens 'Compacta' / Compact Texas Sage	24" ht, 24" spr, 36" oc	Full	
	SAL	286	Salvia greggii / Autumn Sage	24" ht, 24" spr, 24" oc	Full	
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	ANN	247	Annual Plants / Seasonal Color	8" ht, 8" spr, 8" o.c.	8" o.c.	To be selected by owner and changed seasonally. 1 gallon minimum
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LANDSCAPE PLAN
FOR
SMITH TRACT

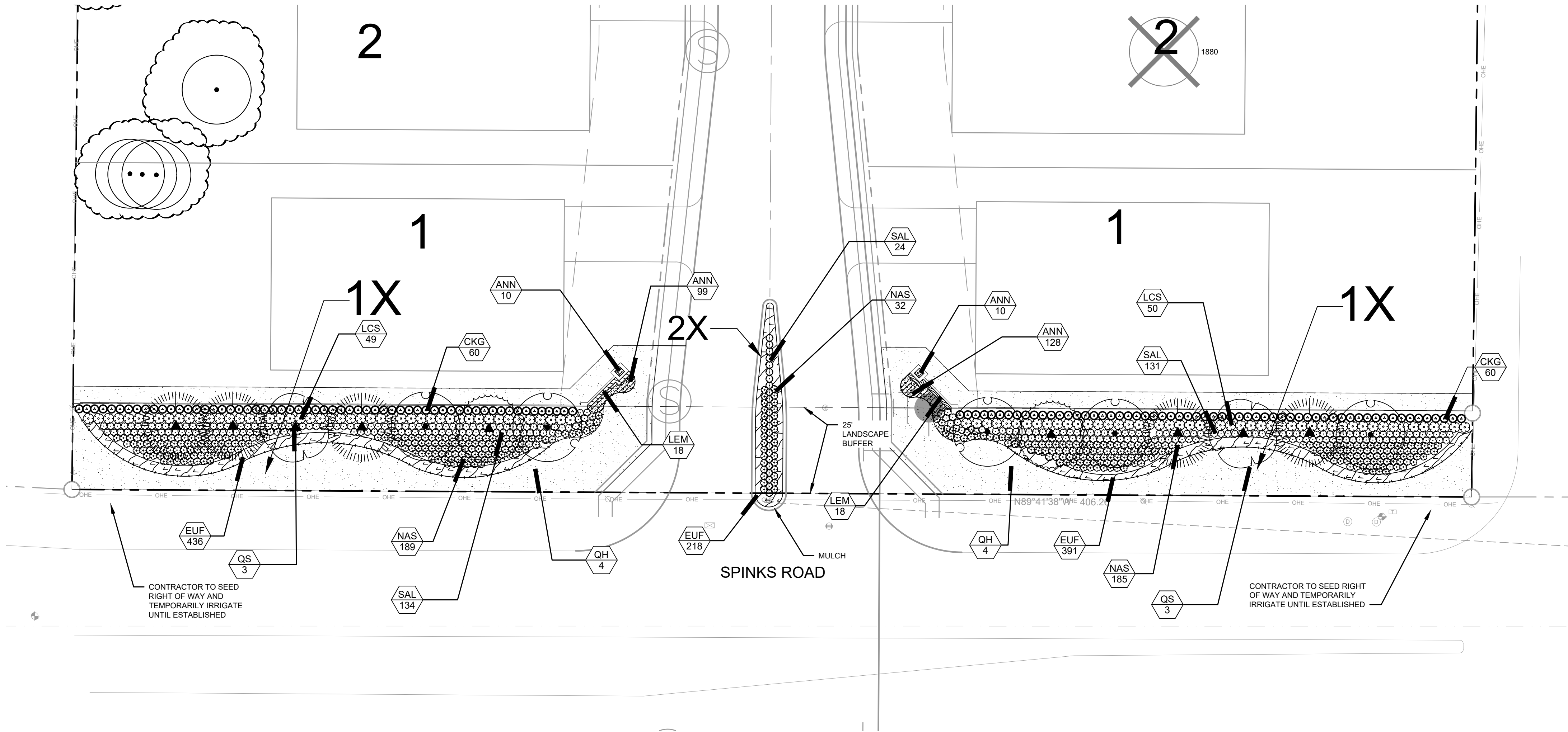
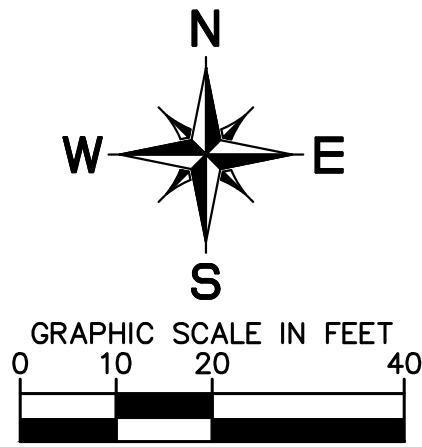
30 RESIDENTIAL LOTS / 4 OPEN SPACES
BEING 12.699 ACRES
OUT OF THE
W.H. GIBSON SURVEY, ABSTRACT NO. 464
IN THE
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

OWNER:
Reginald & Karen Smith
1500 Spinks Rd
Flower Mound, TX 75028

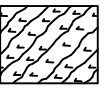
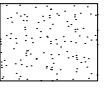
DEVELOPER:
Toll Bros., Inc.
2555 SW Grapevine Pkwy
Grapevine, TX 76051
Tel: (817) 329-7973
Contact: Mike Boswell

LANDSCAPE ARCHITECT:
Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, TX 75034
Tel: (972) 335-3580
Contact: Marie Robirds, PLA

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	LP 1.02
MER	MER	JRC	AS SHOWN	12/16/2019	068625015	



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LANDSCAPE ENLARGEMENT
FOR
SMITH TRACT

30 RESIDENTIAL LOTS / 4 OPEN SPACES
BEING 12.699 ACRES
OUT OF THE
W.H. GIBSON SURVEY, ABSTRACT NO. 464
IN THE
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

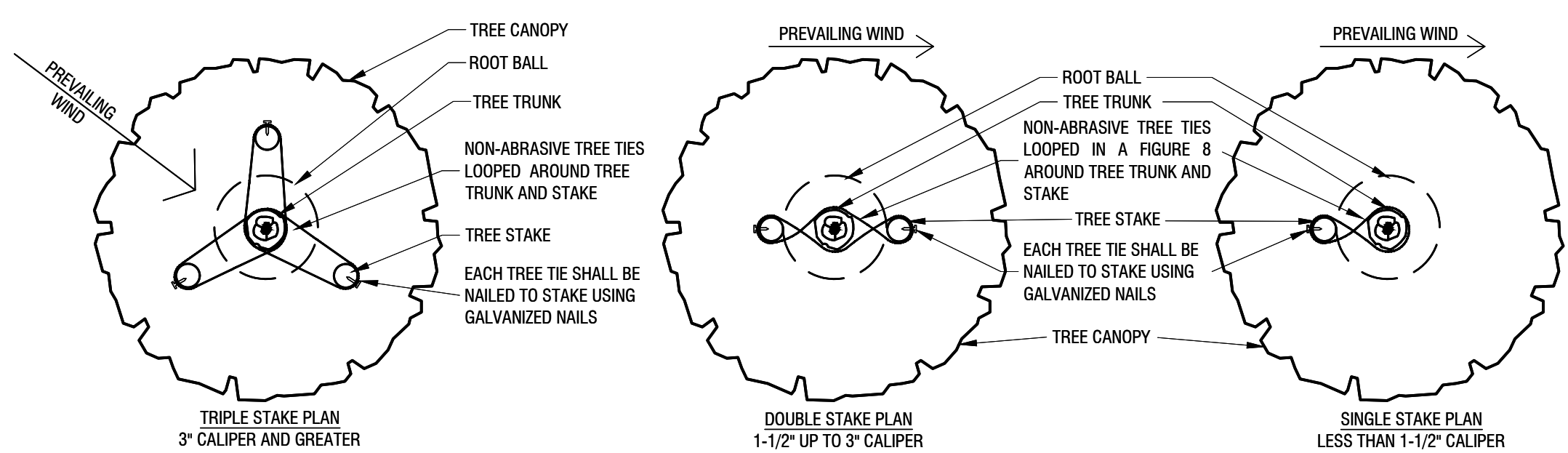
OWNER:
Reginald & Karen Smith
1500 Spinks Rd
Flower Mound, TX 75028

DEVELOPER:
Toll Bros., Inc.
2555 SW Grapevine Pkwy
Grapevine, TX 76051
Tel: (817) 329-7973
Contact: Mike Boswell

LANDSCAPE ARCHITECT:
Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, TX 75034
Tel: (972) 335-3580
Contact: Marie Robbards, PLA

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	LP 2.01
MER	MER	JRC	AS SHOWN	12/16/2019	068625015	

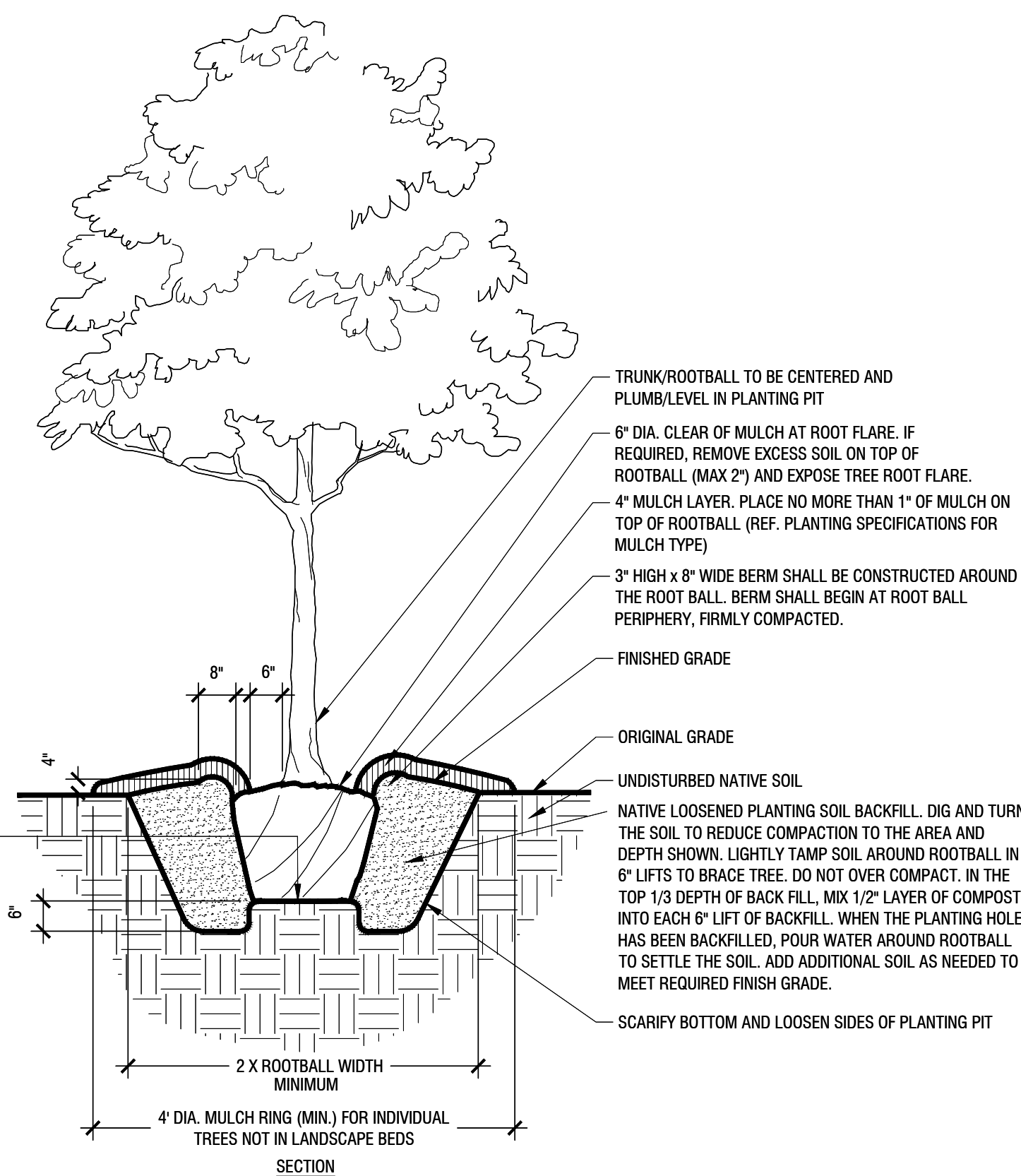
NOTE:
NO TREE SHALL BE SHEARED. ONLY NATURAL
GROWTH ALLOWED.



- TREE STAKES, STAKE LOCATION SHALL NOT INTERFERE WITH BRANCHES.
- 2 NON-ABRASIVE TREE TIES, TREE TIES SHALL BE 6" ABOVE BENDING MOMENT OF TREE. TIES SHOULD PROVIDE FLEXIBILITY OF TRUNK BUT NOT ALLOW RUBBING OF TRUNK AGAINST STAKE.
- TRUNK/ROOTBALL TO BE CENTERED AND PLUMBED/LEVEL IN PLANTING PIT
- MULCH LAYER
- SOIL BERM
- FINISHED GRADE
- ORIGINAL GRADE
- UNDISTURBED NATIVE SOIL
- PLANTING SOIL BACKFILL

Typical Tree Staking

Scale: NTS

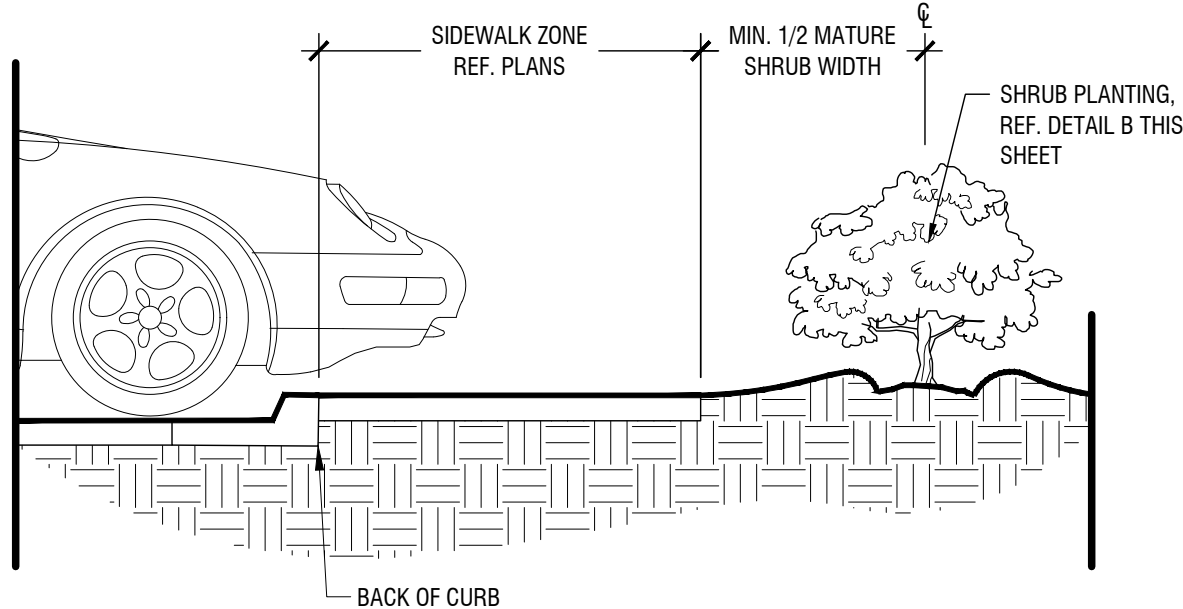


Typical Tree Planting (Up to 3" Caliper)

Scale: NTS

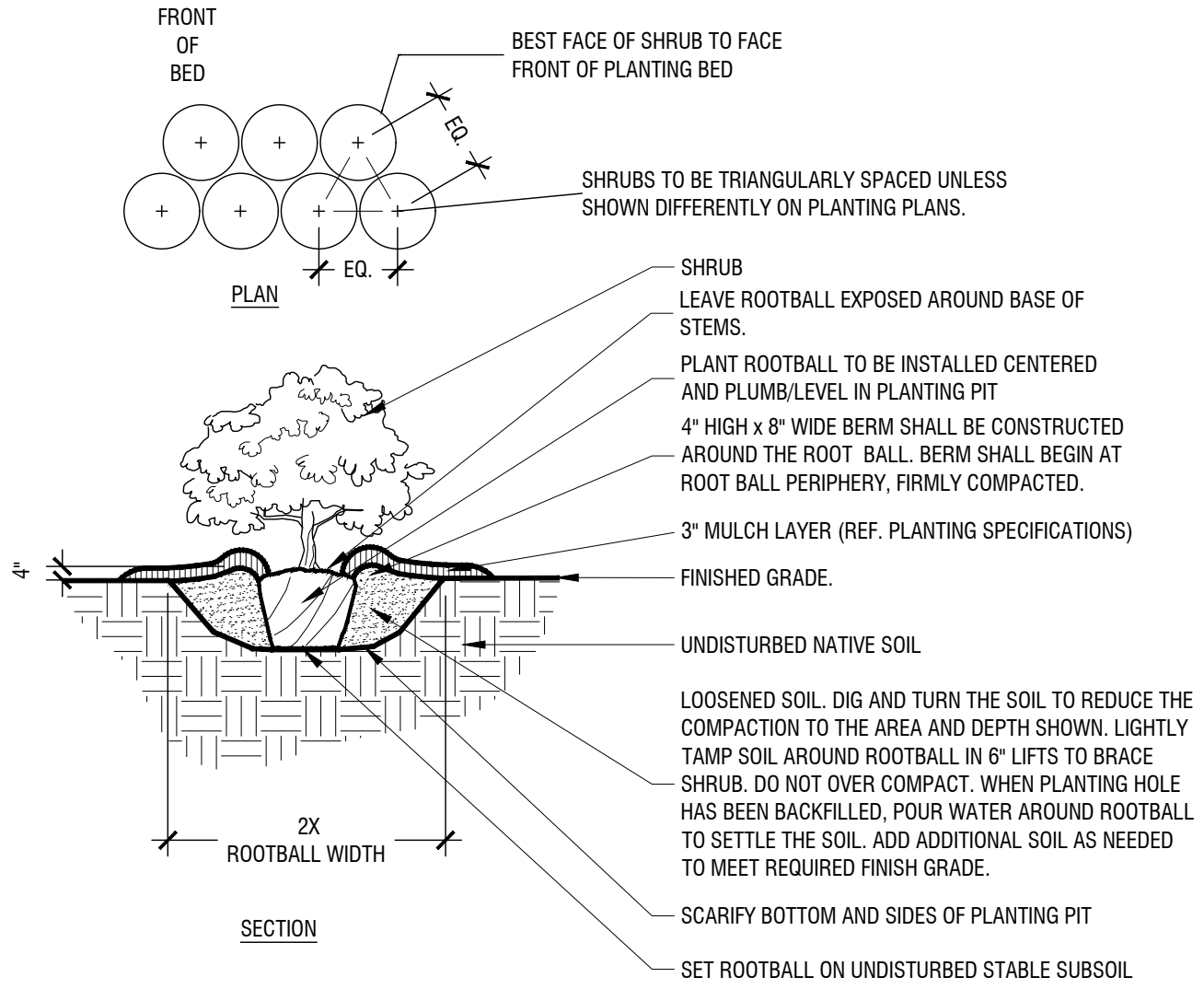
LANDSCAPE DETAILS FOR SMITH TRACT					
30 RESIDENTIAL LOTS / 4 OPEN SPACES BEING 12.699 ACRES OUT OF THE W.H. GIBSON SURVEY, ABSTRACT NO. 464 IN THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS					
<u>OWNER:</u> Reginald & Karen Smith 1500 Sparks Rd Flower Mound, TX 75028		<u>DEVELOPER:</u> Toll Bros., Inc. 2855 SW Grapevine Pkwy Grapevine, TX 76051 Tel: (817) 329-7973 Contact: Mike Boswell		<u>LANDSCAPE ARCHITECT:</u> Kimley»Horn 6160 Warren Parkway, Suite 210 Frisco, TX 75034 Tel: (972) 335-3580 Contact: Marie Robirds, PLA	
DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO
ERB	ERB	CF	AS SHOWN	12/16/2019	0686255015
					LP 3.01

- NOTES:
1. REF. PLANTING AND PLANTING SOIL SPECIFICATIONS FOR ADDITIONAL INFORMATION.
 2. REF. PLANTING SCHEDULE AND PLANTING PLANS FOR SPACING/LAYOUT.
 3. WHEN SHRUBS ARE MASSED TOGETHER WITH GROUNDCOVER BEDS, ALL SOIL IN BED TO BE AMENDED. (REF. PLANTING SPECIFICATIONS)



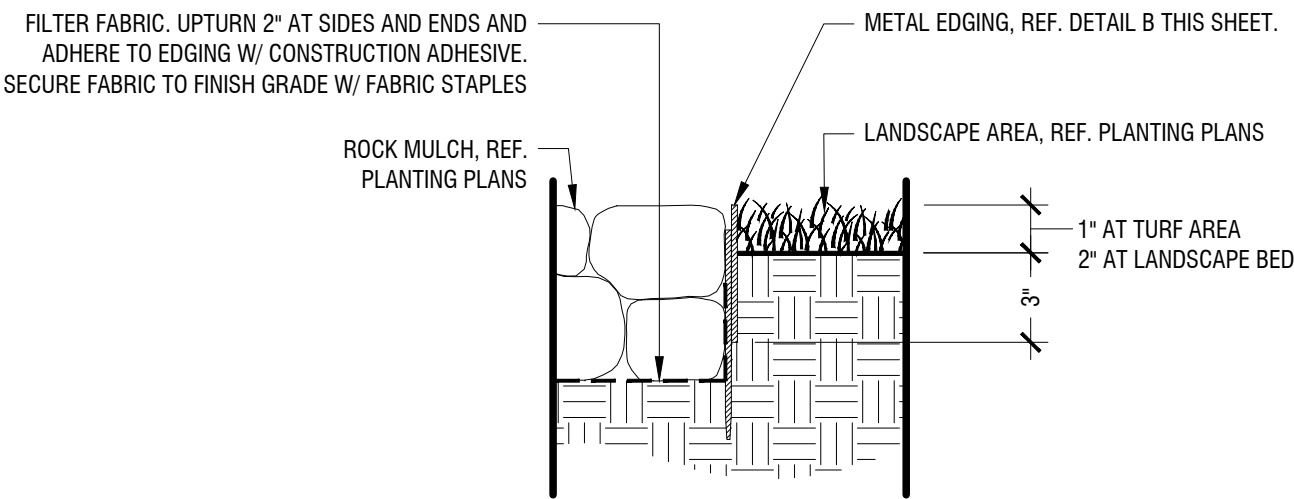
Shrub Planting at Sidewalk

Scale: NTS



Typical Shrub Planting

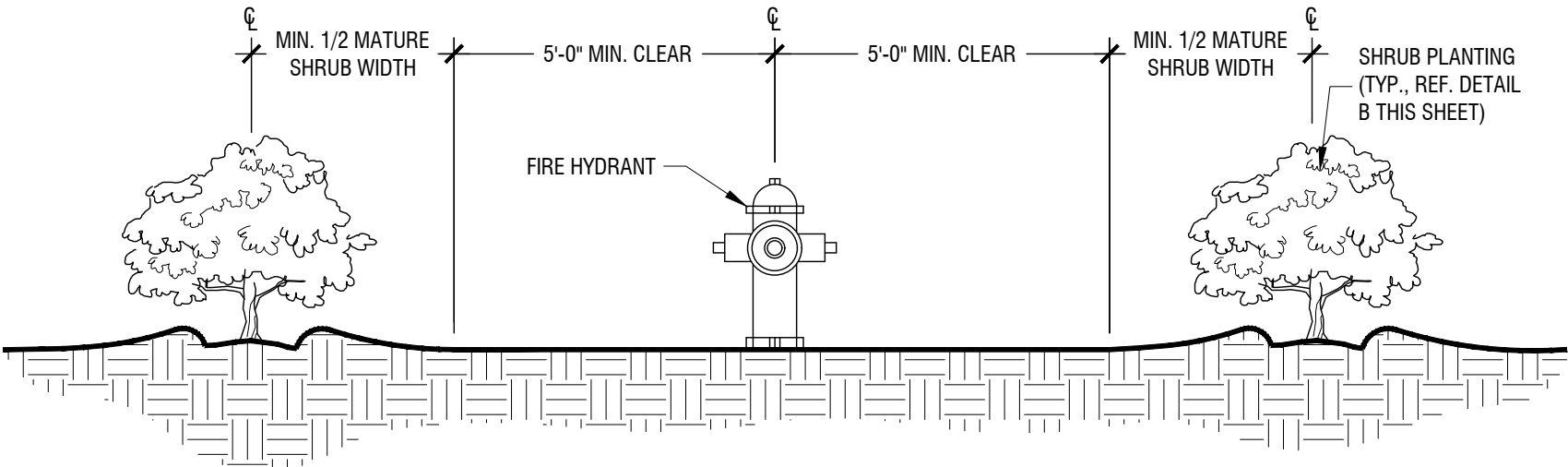
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Metal Edging (at Rock Cobble Bed)

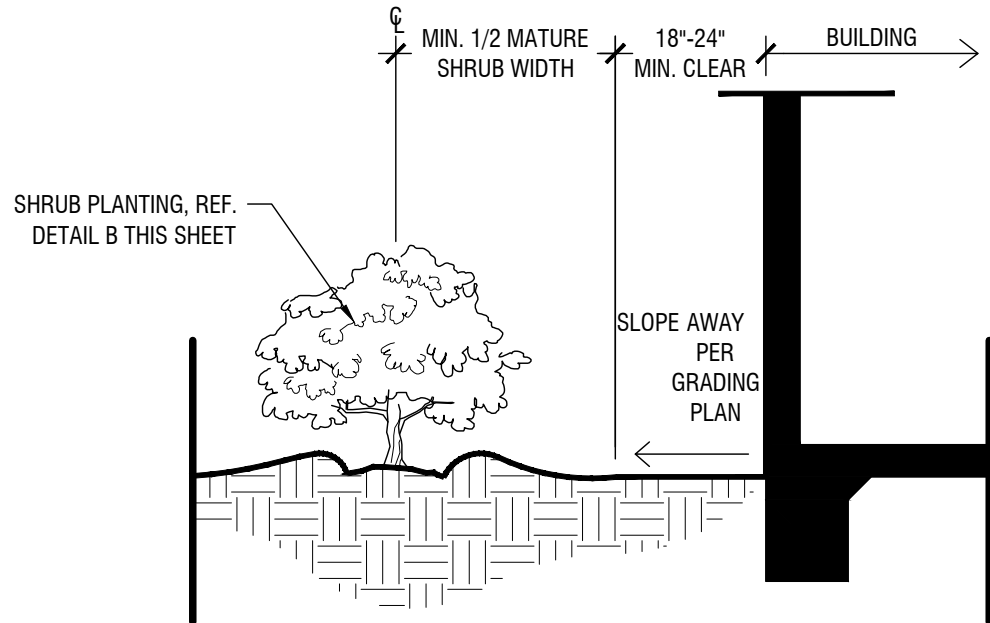
Scale: 1 1/2" = 1'-0"

- NOTES
1. EDGING SHALL NOT BE INSTALLED ADJACENT TO SIDEWALKS.
 2. WHERE EDGING TERMINATES AT A SIDEWALK, BEVEL OR RECESS ENDS TO PREVENT TRIP HAZARDS.



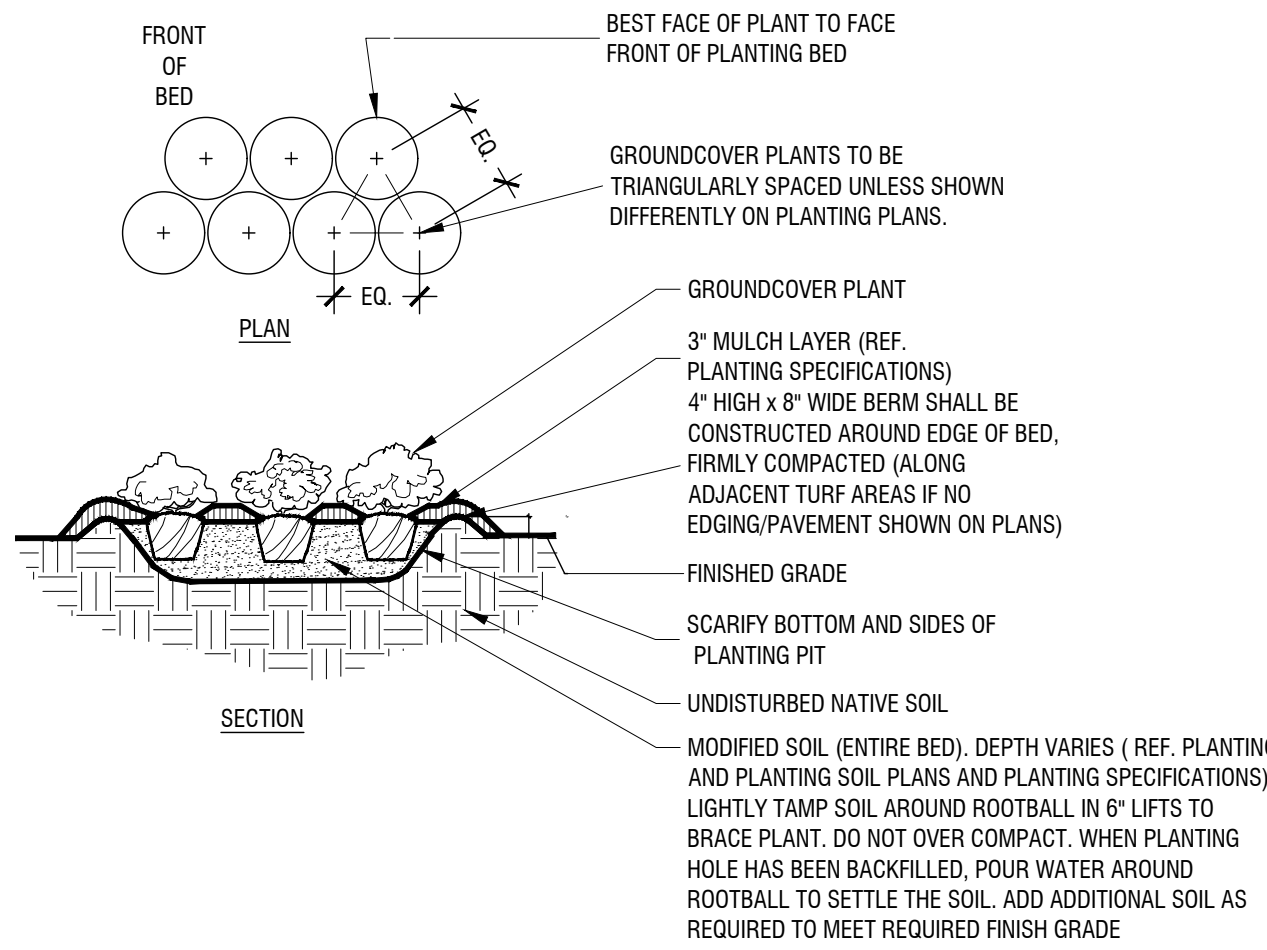
Shrub Planting at Fire Hydrant

Scale: NTS



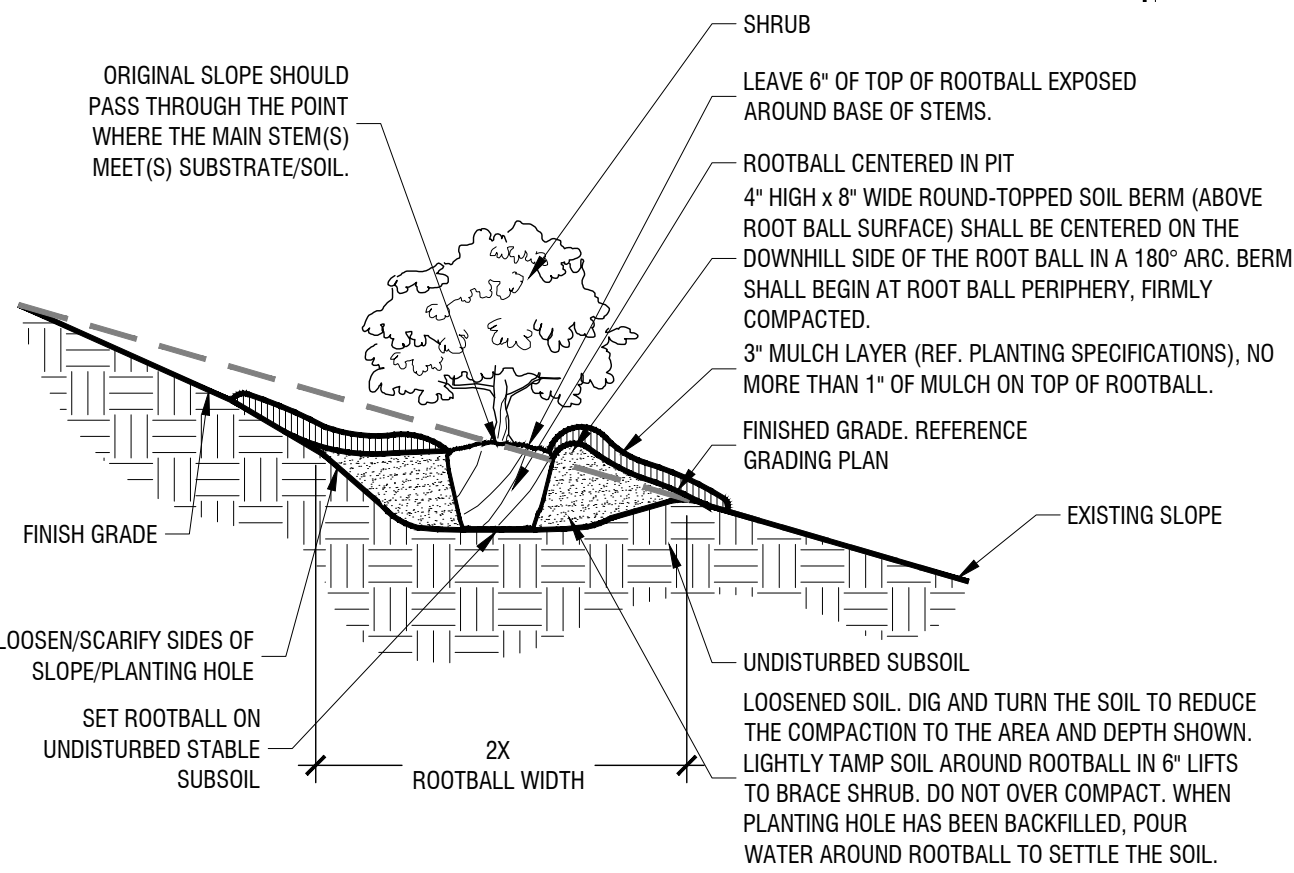
Shrub Planting at Building Edge

Scale: NTS



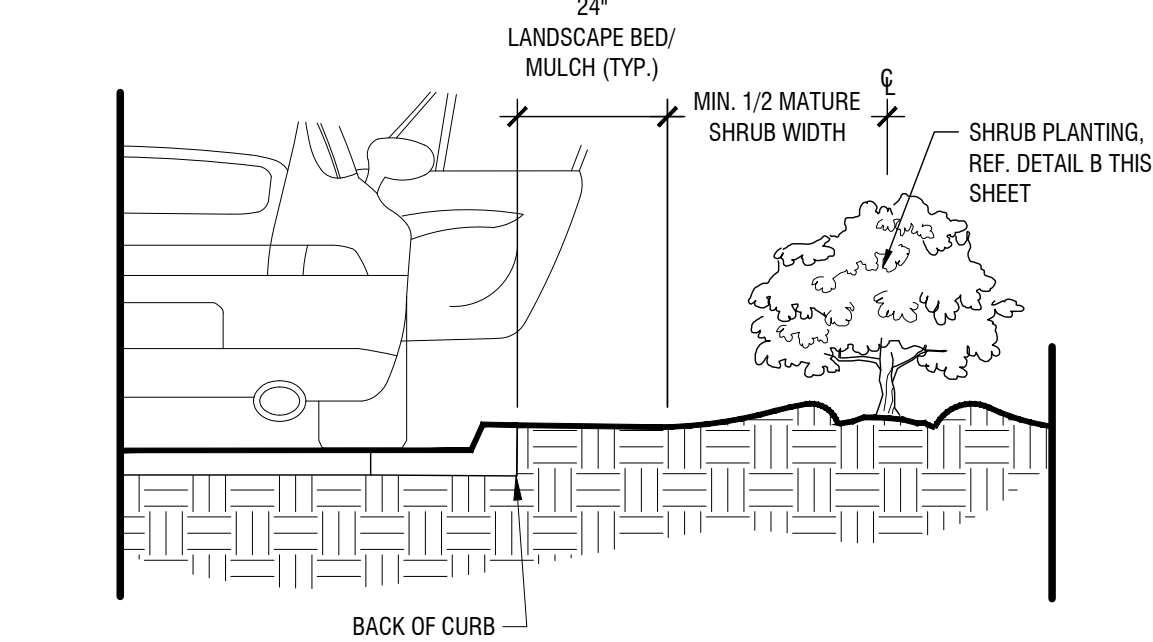
Typical Groundcover Planting

Scale: NTS



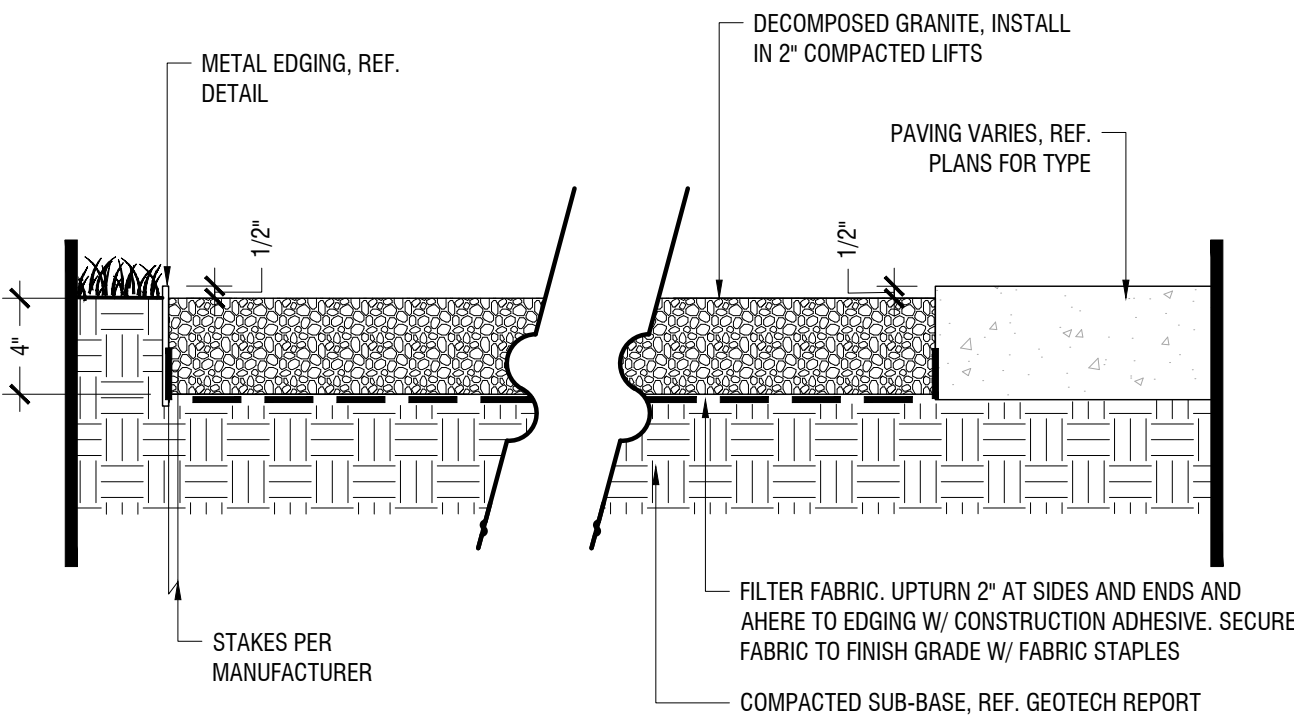
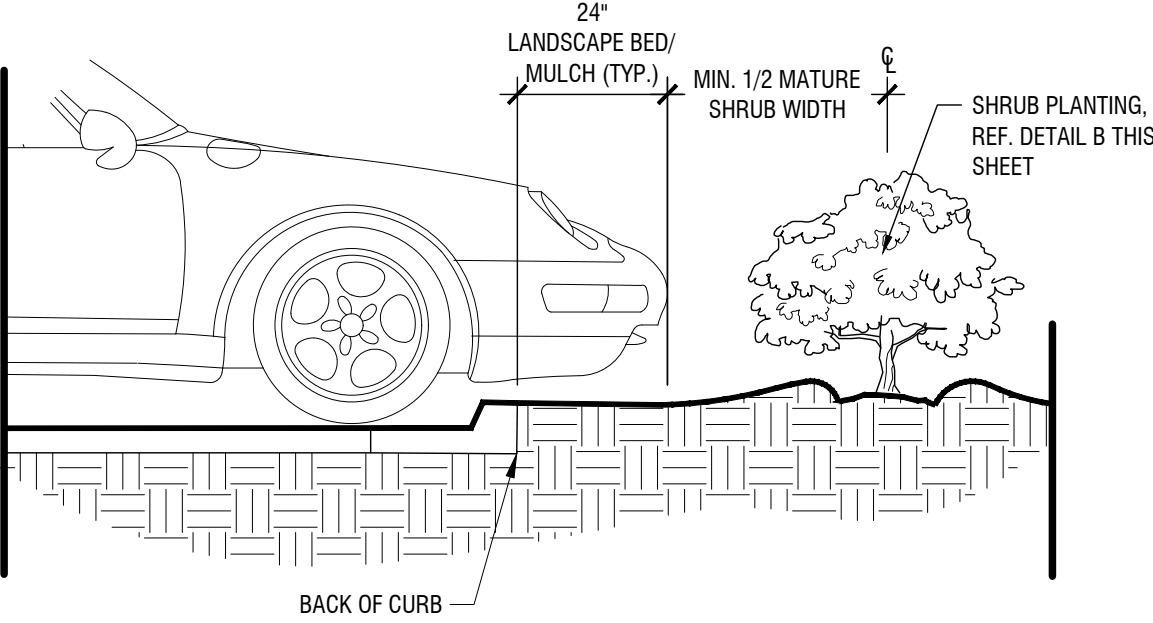
Shrub Planting On 5-50% (20:1 TO 2:1) Slope

Scale: NTS



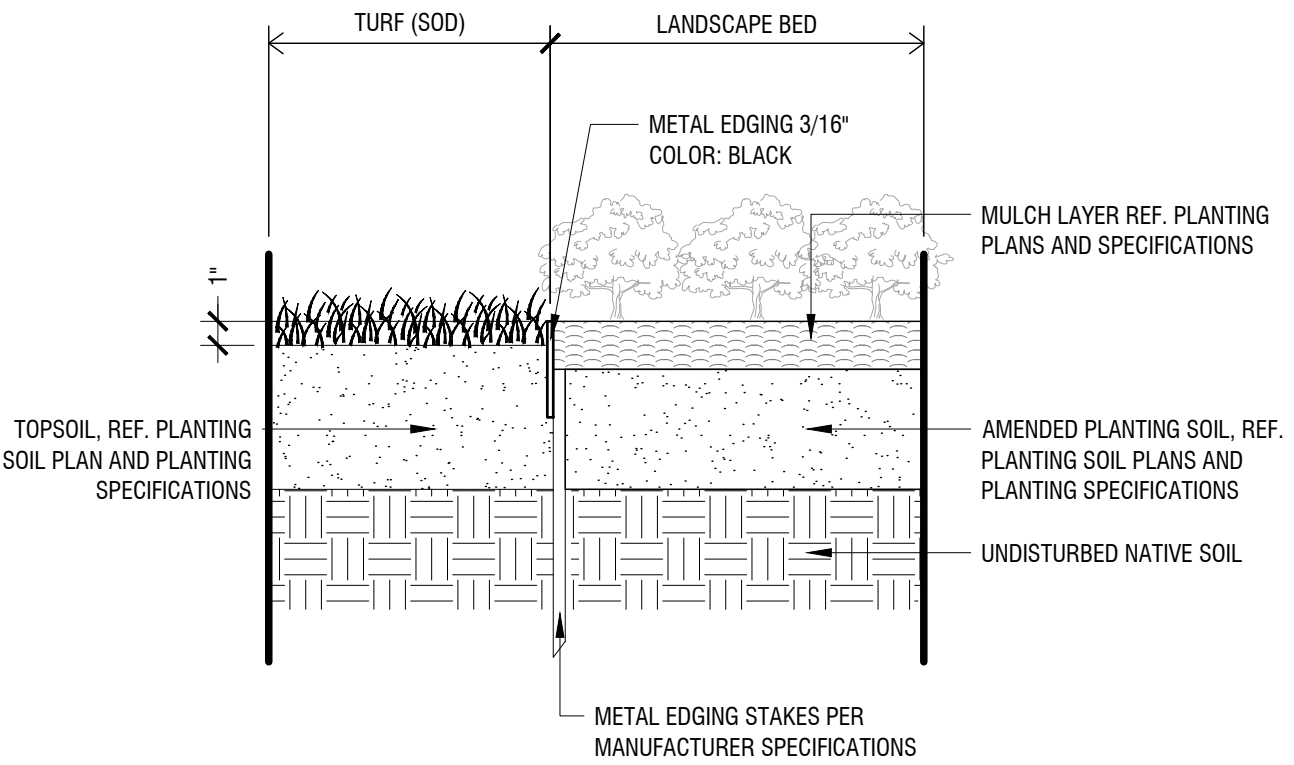
Shrub Planting at Curb

Scale: NTS



Decomposed Granite

Scale: 1 1/2" = 1'-0"



Metal Edging (at Turf & Landscape Bed)

Scale: 1 1/2" = 1'-0"

NOTED BY: KIMLEY-HORN, INC. DATE: 12/16/2019
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LANDSCAPE DETAILS FOR SMITH TRACT					
30 RESIDENTIAL LOTS / 4 OPEN SPACES BEING 12.699 ACRES OUT OF THE W.H. GIBSON SURVEY, ABSTRACT NO. 464 IN THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS					
OWNER: Reynold & Karen Smith 1500 Spinks Rd Flower Mound, TX 75028		DEVELOPER: Toll Bros., Inc. 2555 SW Grapevine Pkwy Grapevine, TX 76051 Tel: (817) 329-7973 Contact: Mike Boswell		LANDSCAPE ARCHITECT: Kimley»Horn 6160 Warren Parkway, Suite 210 Frisco, TX 75054 Tel: (972) 335-3580 Contact: Marie Robirds, PLA	
DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.
MER	MER	JRC	AS SHOWN	12/16/2019	068625015
					LP 3.02

GENERAL LANDSCAPE SPECIFICATIONS AND NOTES

A. SCOPE OF WORK

1. THE WORK CONSISTS OF FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, AND ANY OTHER APPURTENANCES NECESSARY FOR THE COMPLETION OF THIS PROJECT AS SHOWN ON THE DRAWINGS, AS INCLUDED IN THE PLANT LIST, AND AS HEREIN SPECIFIED.

2. WORK SHALL INCLUDE MAINTENANCE AND WATERING OF ALL PLANTING AREAS OF THIS CONTRACT UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER.

B. PROTECTION OF EXISTING STRUCTURES

ALL EXISTING BUILDINGS, WALLS, PAVING, PIPING, AND OTHER ITEMS OF CONSTRUCTION AND PLANTING ALREADY COMPLETED OR ESTABLISHED SHALL BE PROTECTED FROM DAMAGE BY THIS CONTRACTOR UNLESS OTHERWISE SPECIFIED. ALL DAMAGE RESULTING FROM NEGLIGENCE SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER.

C. PROTECTION OF EXISTING PLANT MATERIALS OUTSIDE LIMIT OF WORK

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UNAUTHORIZED CUTTING OR DAMAGE TO TREES AND SHRUBS EXISTING OR OTHERWISE CAUSED BY CARELESS OPERATION OF EQUIPMENT, STOCKPILING OF MATERIALS, ETC. THIS SHALL INCLUDE COMPACTION BY DRIVING OR PARKING INSIDE THE DRIPLINE OR THE SPILLING OF OIL, GASOLINE, OR OTHER DELETERIOUS MATERIALS WITHIN THE DRIPLINE. NO MATERIALS SHALL BE BURNED WHERE THE HEAT WILL DAMAGE ANY PLANT. TREES KILLED OR DAMAGED SO THAT THEY ARE MISSHAPEN AND/OR UNSIGHTLY SHALL BE REPLACED AT THE COST TO THE CONTRACTOR OF ONE HUNDRED DOLLARS (\$100 PER CALIPER INCH ON AN ESCALATING SCALE WHICH ADDS AN ADDITIONAL TWENTY (20) PER CENT PER INCH OVER FOUR (4) INCHES CALIPER AS FIXED AND AGREED. LIQUIDATED DAMAGES. CALIPER SHALL BE MEASURED SIX (6) INCHES ABOVE GROUND LEVEL FOR TREES UP TO AND INCLUDING FOUR (4) INCHES IN CALIPER AND TWELVE (12) INCHES ABOVE GROUND LEVEL FOR TREES OVER FOUR (4) INCHES IN CALIPER.

D. MATERIALS

1. GENERAL

SAMPLES OF MATERIALS AS LISTED BELOW SHALL BE SUBMITTED FOR APPROVAL, ON THE SITE OR AS OTHERWISE DETERMINED BY THE OWNER. UPON APPROVAL, SAMPLES, DELIVERY OF MATERIALS MAY BEGIN.

MATERIALS SAMPLES

MULCH ONE (1) CUBIC FOOT

TOPSOIL ONE (1) CUBIC YARD

PLANTS ONE (1) OF EACH VARIETY

2. PLANT MATERIALS

A. PLANT SPECIES AND SIZE SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS. NOMENCLATURE SHALL CONFORM TO STANDARDIZED PLANT NAMES, 1942 EDITION. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS AS STATED IN THE LATEST EDITION OF "AMERICAN STANDARD PRACTICES FOR THE NURSERY STOCK" BY THE AMERICAN ASSOCIATION OF NURSERMEN. ALL PLANTS SHALL BE FRESHLY DUG, SOUND, HEALTHY, VIGOROUS, WELL-BRANCHED AND FREE OF DISEASE AND INSECTS. INSECT DAMAGE AND LARVAE AND SHALL HAVE ADEQUATE ROOT SYSTEMS. TREES FOR PLANTING IN ROWS SHALL BE UNIFORM IN SIZE AND SHAPE. ALL MATERIALS SHALL BE SUBJECT TO APPROVAL BY THE OWNER, WHERE ANY REQUIREMENTS ARE OMITTED FROM THE PLANT LIST, THE PLANTS FURNISHED SHALL BE NORMAL FOR THE VARIETY. PLANTS SHALL BE PRUNED PRIOR TO DELIVERY ONLY UPON THE APPROVAL OF THE OWNER.

B. MEASUREMENTS. THE HEIGHT AND/OR WIDTH OF TREES SHALL BE MEASURED FROM THE GROUND OR ACROSS THE NORMAL SPREAD OF BRANCHES WITH THE PLANTS IN THEIR NORMAL POSITION. THIS MEASUREMENT SHALL NOT INCLUDE THE IMMEDIATE TERMINAL GROWTH. PLANTS LARGER IN SIZE THAN THOSE SPECIFIED IN THE PLANT LIST MAY BE USED IF APPROVED BY THE OWNER. IF THE USE OF LARGER PLANTS IS APPROVED, THE BALL OF EARTH OR SPREAD OF ROOTS SHALL BE INCREASED IN PROPORTION TO THE SIZE OF THE PLANT.

C. INSPECTION. PLANTS SHALL BE SUBJECT TO INSPECTION AND APPROVAL AT THE PLACE OF GROWTH, OR UPON DELIVERY TO THE SITE, AS DETERMINED BY THE OWNER, FOR QUALITY, SIZE, AND VARIETY. SUCH APPROVAL SHALL NOT IMPAIR THE RIGHT OF INSPECTION AND REJECTION AT THE SITE DURING PROGRESS OF THE WORK OR AFTER COMPLETION FOR SIZE AND CONDITION OF BALLS OR ROOTS. LATENT DEFECTS OR INJURY TO REJECTED PLANTS SHALL BE REMOVED IMMEDIATELY FROM THE SITE. REQUESTING INSPECTION SHALL BE SUBMITTED IN WRITING BY THE CONTRACTOR AT LEAST ONE (1) WEEK PRIOR TO ANTICIPATED DATE.

E. TOPSOIL

1. ASTM D2928, NATURAL, FRIABLE, FERTILE, FINE, LOAMY SOIL POSSESSING CHARACTERISTICS OF REPRESENTATIVE TOPSOIL IN THE VICINITY THAT PRODUCES HEAVY GROWTH. TOPSOIL SHALL HAVE A PH RANGE OF 5.5 TO 7.4 PERCENT, FREE FROM SUBSOIL, OBJECTIONABLE WEEDS, LITTER, SODS, STIFF CLAY, STONES LARGER THAN LIMBS, ROOTS, TRASH, HERBICIDES, TOXIC SUBSTANCES, OR ANY OTHER MATERIAL WHICH MAY BE HARMFUL TO PLANT GROWTH OR HINDER PLANTING OPERATIONS. TOP SOIL SHALL CONTAIN A MINIMUM OF THREE PERCENT ORGANIC MATERIAL.

2. SALVAGED OR EXISTING TOPSOIL. REUSE SUITABLE TOPSOIL STOCKPILED ON-SITE OR EXISTING TOPSOIL UNDISTURBED BY GRADING OR EXCAVATION OPERATIONS. CLEAN TOPSOIL OF ROOTS, PLANTS, SODS, STONES, CLAY LUMPS, AND OTHER EXTRANEOUS MATERIALS HARMFUL TO PLANT GROWTH.

3. VERIFY AMOUNT OF SUITABLE TOPSOIL STOCKPILED IF ANY, AND SUPPLY ADDITIONAL IMPORTED TOPSOIL AS NEEDED. FOUR (4) INCHES OF TOPSOIL TO BE PROVIDED FOR ALL TURF AREAS. TWENTY FOUR (24) INCHES OF TOPSOIL TO BE PROVIDED FOR ALL PLANTING BEDS.

4. IMPORTED TOPSOIL. SUPPLEMENT SALVAGED TOPSOIL WITH IMPORTED TOPSOIL FROM OFF-SITE SOURCES WHEN EXISTING QUANTITIES ARE INSUFFICIENT.

5. OBTAIN TOPSOIL DISPLACED FROM NATURALLY WELL-DRAINED SITES WHERE TOPSOIL OCCURS AT LEAST 6 INCHES DEEP, DO NOT OBTAIN FROM AGRICULTURAL LAND, BOGS, OR MARSHES.

6. VERIFY BORROW AND DISPOSAL SITES ARE PERMITTED AS REQUIRED BY STATE AND LOCAL REGULATIONS. OBTAIN WRITTEN CONFIRMATION THAT PERMITS ARE CURRENT AND ACTIVE.

7. OBTAIN PERMITS REQUIRED BY STATE AND LOCAL REGULATIONS FOR TRANSPORTING TOPSOIL. PERMITS SHALL BE CURRENT AND ACTIVE.

8. AMEND EXISTING AND IMPORTED TOPSOIL AS INDICATED BELOW.

a. ORGANIC SOIL AMENDMENTS

1. MANURE: WELL-ROTTED, UNLEACHED, STABLE OR CATTLE MANURE CONTAINING NOT MORE THAN 25 PERCENT BY VOLUME OF VOLATILE ORGANIC MATERIALS, FREE OF TOXIC SUBSTANCES, STONES, STICKS, SOIL, WOOD, AND MATERIAL HARMFUL TO PLANT GROWTH.

2. BACK TO NATURE COTTON BURR COMPOST OR APPROVED EQUIVALENT.

3. COMPOST: DECOMPOSED ORGANIC MATERIAL, INCLUDING LEAF LITTER, MANURE, SAWDUST, PLANT TRIMMINGS AND/OR HAY, MIXED WITH SOIL.

4. PECAN HULLS: COMPOSTED PECAN HULLS FOR LOCAL SOURCE.

5. BIOSOLIDS: USE GRADE 1 CONTAINING LOWER PATHOGEN LEVELS.

6. WORM CASTINGS: EARTH WORMS.

b. INORGANIC SOIL AMENDMENTS

1. LIME: ASTM C592, CLASS A AGRICULTURAL LIMESTONE CONTAINING A MINIMUM OF 90 PERCENT CALCIUM CARBONATE EQUIVALENT WITH A MINIMUM OF 95 PERCENT PASSING NO. 8 SIEVE AND MINIMUM OF 55 PERCENT PASSING NO. 60 SIEVE.

2. SULFUR: GRANULAR, BIODEGRADABLE, CONTAINING A MINIMUM OF 90 PERCENT SULFUR, WITH A MINIMUM OF 99 PERCENT PASSING NO. 8 SIEVE AND A MAXIMUM OF 10 PERCENT PASSING NO. 40 SIEVE.

3. IRON SULFATE: GRANULATED FERROUS SULFATE CONTAINING A MINIMUM OF 20 PERCENT IRON AND 10 PERCENT SULFUR.

4. AGRICULTURAL GYPSUM: FINELY GROUND, CONTAINING A MINIMUM OF 90 PERCENT CALCIUM SULFATE.

5. SAND: CLEAN, WASHED, NATURAL OR MANUFACTURED, FREE OF TOXIC MATERIALS.

c. PLANTING SOIL MIX

1. PLANTING MIX MAY BE PROVIDED BY LIVING EARTH OR MINOR MATERIALS OR APPROVED EQUAL.

2. PLANTING MIXED CONTAINING 75 PERCENT SPECIFIED TOPSOIL MIXED WITH 15 PERCENT ORGANIC SOIL AMENDMENTS AND 10 PERCENT SHARP WASHED SAND. INSTALL TO DEPTHS, PER PLANTING DETAILS 1/2" (MIN.) FINISHED GRADES OF PLANTING BEDS TO BE 2" BELOW FINISHED GRADE OF ADJACENT PAVING OR AS SHOWN ON GRADING PLAN.

3. SOD/SEED AREA TOPSOIL

ALL SOD AREAS TO RECEIVE 4" DEPTH (MIN) TOPSOIL. PRIOR TO INSTALLATION, TOPSOIL SHALL BE NATURAL, FRIABLE, FERTILE, WITH 25% (MIN) ORGANIC MATERIAL, AND FREE OF TRASH, DEBRIS, STONES, WEEDS, AND TWIG-BRANCHES. THE PARTICLE SIZES SHALL BE SUCH THAT 98.5% OF THE TOPSOIL WILL PASS THROUGH A 1/2" INCH SCREEN, AND 99% MORE SHALL PASS THROUGH A 3/4" INCH SCREEN. TOPSOIL SHALL BE REVIEWED/APPROVED BY OWNER/LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. CONTRACTOR TO SUBMIT SAMPLES IN 1 GAL (MIN.) CONTAINER.

I. WATER

WATER NECESSARY FOR PLANTING AND MAINTENANCE SHALL BE OF SATISFACTORY QUALITY TO SUSTAIN AN ADEQUATE GROWTH OF PLANTS AND SHALL NOT CONTAIN HARMFUL, NATURAL OR MAN-MADE ELEMENTS DETRIMENTAL TO PLANTS. WATER MEETING THE ABOVE STANDARD SHALL BE OBTAINED ON THE SITE FROM THE OWNER, IF AVAILABLE, AND THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE ARRANGEMENTS FOR ITS USE BY HIS TANKS, HOSES, SPRINKLERS, ETC. IF SUCH WATER IS NOT AVAILABLE AT THE SITE, THE CONTRACTOR SHALL PROVIDE SUCH SATISFACTORY WATER FROM SOURCES OFF THE SITE AT NO ADDITIONAL COST TO THE OWNER.

J. COMMERCIAL FERTILIZER

COMMERCIAL FERTILIZER SHALL BE A COMPLETE FORMULA; IT SHALL BE UNIFORM IN COMPOSITION, DRY AND FREE FLOWING. THIS FERTILIZER SHALL BE DELIVERED TO THE SITE IN THE ORIGINAL UNOPENED CONTAINERS, EACH BEARING THE MANUFACTURER'S GUARANTEED STATEMENT OF ANALYSIS. FIFTY PERCENT (50%) OF THE NITROGEN SHALL BE DERIVED FROM NATURAL ORGANIC SOURCES. THE FOLLOWING FERTILIZERS SHALL BE USED AND APPLIED AT RATES AS SUGGESTED BY MANUFACTURER'S SPECIFICATIONS:

1. SHRUBS AND TREES - 10-10-10 OR APPROVED EQUAL

2. ANNUALS AND GROUND COVERS - 50-50-00 SIERRA BLEND 14-14-14

3. SOD - 4-4-4 FERTILIZER

IN ADDITION TO SURFACE APPLIED FERTILIZERS, ALL CONTAINER GROWN AND FIELD GROWN PLANT MATERIAL SHALL RECEIVE "AGRIFORM" PLANTING TABLETS 24-10-5 FORMULA, 21 GRAM OR EQUAL. THESE TABLETS SHALL BE PLACED AT A DEPTH OF ROOT BALL AT THE RATE AS SPECIFIED BY MANUFACTURER.

K. MULCH

MULCH MATERIAL SHALL BE MOISTENED AT THE TIME OF APPLICATION TO PREVENT WIND DISPLACEMENT, AND APPLIED AT A DEPTH OF 3 INCHES. SEE PLANT LIST FOR TYPE OF MATERIAL AND GRADE.

L. DIGGING AND HANDLING

1. PROTECT ROOTS OR BALLS OF PLANTS AT ALL TIMES FROM SUN AND DRYING WINDS, WATER AND FREEZING, AS NECESSARY UNTIL PLANTING. PLANT MATERIALS SHALL BE ADEQUATELY PACKED TO PREVENT BREAKAGE AND DRYING OUT DURING TRANSIT. TREES TRANSPORTED MORE THAN TEN (10) MILES OR WHICH ARE NOT PLANTED WITHIN THREE (3) DAYS OF DELIVERY TO SITE SHALL BE SPRAYED WITH AN ANTI-TRANSPIRANT PRODUCT ("WILTRUP" OR EQUAL) TO MINIMIZE TRANSPIRATIONAL WATER LOSS.

2. BALLED AND BURLAPPED PLANTS (B&B) SHALL BE DUG WITH FIRM, NATURAL BALLS OF SOIL OF SUFFICIENT SIZE TO ENCOMPASS THE FIBROUS AND FEEDING ROOTS OF THE PLANTS. NO PLANTS MOVED WITH A BALL SHALL BE PLANTED IF THE BALL IS CRACKED OR BROKEN. PLANTS BALLED AND BURLAPPED OR CONTAINER GROWN SHALL NOT BE HANDLED BY STEMS.

3. PLANTS MARKED "8R" IN THE PLANT LIST SHALL BE DUG WITH BARE ROOTS. THE ROOTS SHALL NOT BE CUT WITHIN THE MINIMUM SPREAD SPECIFIED IN THE PLANT LIST. CARE SHALL BE EXERCISED THAT THE ROOTS DO NOT DRY OUT IN MOVING AND PRIOR TO PLANTING.

4. PROTECTION OF PALMS (IF APPLICABLE): ONLY A MINIMUM OF FRONDS SHALL BE REMOVED FROM THE CROWN OF THE PALM TREES TO FACILITATE MOVING AND HANDLING. CLEAR TRUNK (CT) SHALL BE AS SPECIFIED AFTER THE MINIMUM OF FRONDS HAVE BEEN REMOVED. ALL PALMS SHALL BE BRACED PER DETAIL.

5. EXCAVATION OF TREE PITS SHALL BE DONE USING EXTREME CARE TO AVOID DAMAGE TO SURFACE AND SUBSURFACE ELEMENTS SUCH AS UTILITIES OR HARDSCAPE ELEMENTS, FOOTERS AND PREPARED SUB-BASES.

M. CONTAINER GROWN STOCK

1. ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS AND ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS WHICH ARE OF GOOD QUALITY AND ARE IN A HEALTHY GROWING CONDITION.

2. AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER. CONTAINER GROWN STOCK SHALL NOT BE HANDLED BY THEIR STEMS.

3. PLANT ROOTS BOUND IN CONTAINERS SHALL NOT BE ACCEPTABLE.

4. SUBSTITUTION OF NON-CONTAINER GROWN MATERIAL FOR MATERIAL EXPLICITLY SPECIFIED TO BE CONTAINER GROWN WILL NOT BE PERMITTED UNLESS WRITTEN APPROVAL IS OBTAINED FROM THE OWNER AND LANDSCAPE ARCHITECT.

N. COLLECTED STOCK

WHEN THE USE OF COLLECTED STOCK IS PERMITTED AS INDICATED ON THE PLANT LIST SCHEDULE, THE MINIMUM SIZES OF FOOTBALL SHALL BE EQUAL TO THAT SPECIFIED FOR THE NEXT LARGER SIZE OF NURSERY GROWN STOCK OF THE SAME VARIETY.

O. NATIVE STOCK

PLANTS COLLECTED FROM WILD OR NATIVE STANDS SHALL BE CONSIDERED NURSERY GROWN WHEN THEY HAVE BEEN SUCCESSFULLY REESTABLISHED IN A NURSERY ROW AND GROWN UNDER REGULAR NURSERY CULTURAL PRACTICES FOR A MINIMUM OF TWO (2) GROWING SEASONS AND HAVE ATTAINED ADEQUATE ROOT AND TOP GROWTH TO INDICATE FULL RECOVERY FROM TRANSPLANTING INTO THE NURSERY ROW.

P. MATERIALS LIST

QUANTITIES NECESSARY TO COMPLETE THE WORK ON THE DRAWINGS SHALL BE FURNISHED BY THE CONTRACTOR. QUANTITY ESTIMATES HAVE BEEN MADE CAREFULLY, BUT THE LANDSCAPE ARCHITECT OR OWNER ASSUMES NO LIABILITY FOR OMISSIONS OR ERRORS. SHOULD A DISCREPANCY OCCUR BETWEEN THE BIDDERS TAKE OFF AND THE PLANT LIST QUANTITY, THE LANDSCAPE ARCHITECT SHALL BE NOTIFIED FOR CLARIFICATION PRIOR TO THE SUBMISSION OF BIDS. ALL DIMENSIONS AND/OR SIZES SPECIFIED SHALL BE THE MINIMUM ACCEPTABLE SIZE.

Q. FINE GRADING

1. FINE GRADING UNDER THIS CONTRACT SHALL CONSIST OF FINAL FINISHED GRADING OF LAWN AND PLANTING AREAS THAT HAVE BEEN ROUGH GRADED BY OTHERS. BERMING AS SHOWN ON THE DRAWINGS SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR, UNLESS OTHERWISE NOTED.

2. THE LANDSCAPE CONTRACTOR SHALL FINE GRADE THE LAWN AND PLANTING AREAS TO BRING THE ROUGH GRADE UP TO THE FINISHED GRADE ALLOWING FOR THICKNESS OF SOD AND/OR MULCH DEPTH. THIS CONTRACTOR SHALL FINE GRADE BY HAND AND/OR WITH ALL EQUIPMENT NECESSARY INCLUDING A GRADING TRACTOR WITH FRONT-END LOADER FOR TRANSPORTING SOIL WITHIN THE SITE.

3. ALL PLANTING AREAS SHALL BE GRADED AND MAINTAINED TO ALLOW FREE FLOW OF SURFACE WATER. AREAS ADJACENT TO BUILDINGS SHALL SLOPE AWAY FROM THE BUILDINGS.

R. PLANTING PROCEDURES

1. CLEANING UP BEFORE COMMENCING WORK: THE CONTRACTOR SHALL CLEAN UP WORK AND SURROUNDING AREAS OF ALL RUBBISH OR OBJECTIONABLE MATTER. ALL MORTAR, CEMENT, AND TOXIC MATERIAL SHALL BE REMOVED FROM THE SURFACE OF ALL PLANT BEDS. THESE MATERIALS SHALL NOT BE MIXED WITH THE SOIL. SHOULD THE CONTRACTOR FIND SUCH SOIL CONDITIONS BENEATH THE SOIL, IMMEDIATELY NOTIFY THE LANDSCAPE ARCHITECT. IF SUCH CONDITIONS ARE NOT CORRECTED IMMEDIATELY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CORRECTIVE MEASURES THE RESPONSIBILITY OF THE CONTRACTOR.

2. VERIFY LOCATIONS OF ALL UTILITIES, CONDUITS, SUPPLY LINES AND CABLES, INCLUDING BUT NOT LIMITED TO: ELECTRIC, GAS LINES AND TANKS), WATER, SANITARY SEWER, STORMWATER LINES, CABLE AND TELEPHONE. PROPERLY MAINTAIN AND PROTECT EXISTING UTILITIES.

3. SUBGRADE EXCAVATION: SITE CONTRACTOR IS RESPONSIBLE TO REMOVE ALL EXISTING AND IMPORTED LIMESTONE AND LIMESTONE SUB-BASE FROM ALL LANDSCAPE PLANTING AREAS TO A MINIMUM DEPTH OF 36". SITE CONTRACTOR IS RESPONSIBLE TO BACKFILL THESE PLANTING AREAS TO ROUGH FINISHED GRADE WITH CLEAN TOPSOIL FROM AN ON-SITE SOURCE OR AN IMPORTED SOURCE. IF LIMESTONE OR OTHER ADVERSE CONDITIONS OCCUR IN PLANTING AREAS AFTER 36" DEEP EXCAVATION BY SITE CONTRACTOR, AND POSITIVE DRAINAGE CAN NOT BE ACHIEVED, LANDSCAPE CONTRACTOR SHALL CONTACT LANDSCAPE ARCHITECT OR OWNER.

4. FURNISH NURSERY'S CERTIFICATE OF COMPLIANCE WITH ALL REQUIREMENTS AS HEREIN SPECIFIED AND REQUIRED. INSPECT AND SELECT PLANT MATERIALS BEFORE PLANTS ARE DUG AT NURSERY OR GROWING SITE.

5. GENERAL: COMPLY WITH APPLICABLE FEDERAL, STATE, COUNTY, AND LOCAL REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK. CONFORM TO ACCEPTED HORTICULTURAL PRACTICES AS USED IN THE TRADE. PLANTS SHALL BE PROTECTED UPON ARRIVAL AT THE SITE BY BEING THOROUGHLY WATERED AND PROPERLY MAINTAINED UNTIL PLANTED. PLANTS SHALL NOT REMAIN UNPROTECTED FOR A PERIOD EXCEEDING TWENTY-FOUR (24) HOURS. AT ALL TIMES WORKMANLIKE METHODS CUSTOMARY IN GOOD HORTICULTURAL PRACTICES SHALL BE EXERCISED.

6. THE WORK SHALL BE COORDINATED WITH OTHER TRADES TO PREVENT CONFLICTS. COORDINATE THE PLANTING WITH THE IRRIGATION WORK TO ASSURE AVAILABILITY OF WATER AND PROPER LOCATION OF IRRIGATION ITEMS AND PLANTS.

7. ALL PLANTING PITS SHALL BE EXCAVATED TO SIZE AND DEPTH IN ACCORDANCE WITH THE USA STANDARD FOR NURSERY STOCK 261.1 UNLESS SHOWN OTHERWISE ON THE DRAWINGS, AND BACKFILLED WITH THE PREPARED PLANTING SOIL AS SPECIFIED HEREIN BEFORE (SECTION H). TEST ALL TREE PITS WITH WATER BEFORE PLANTING TO ASSURE PROPER DRAINAGE. PERCOLATION IS AVAILABLE. NO ALLOWANCE WILL BE MADE FOR PLANT PLANTS DUE TO IMPROPER DRAINAGE. IF POOR DRAINAGE EXISTS, UTILIZE PLANTING DETAIL THAT ADDRESSES THIS CONDITION. TREES SHALL BE SET PLUMB AND HELD IN POSITION UNTIL THE PLANTING MIXTURE HAS BEEN FLUSHED INTO PLACE WITH A SLOW, FULL HOSE STREAM. ALL PLANTING SHALL BE PERFORMED BY PERSONNEL FAMILIAR WITH PLANTING PROCEDURE AND UNDER THE SUPERVISION OF A QUALIFIED PLANTING FOREMAN. PROPER "JELTING IN" SHALL BE ASSURED TO ELIMINATE AIR POCKETS AROUND THE ROOTS. "JET STOCK" OR EQUAL IS RECOMMENDED.

8. TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE TO BUILDINGS AND BUILDING STRUCTURES WHILE INSTALLING TREES.

9. SOIL MIXTURE SHALL BE AS SPECIFIED IN SECTION H OF THESE SPECIFICATIONS. IN ADDITION, EACH PLANTING PIT SHALL RECEIVE 21-GRAM "AGRIFORM" PLANTING TABLETS PER MANUFACTURER'S SPECIFICATIONS OR AS FOLLOWS:

- TWO (2) TABLETS PER 1 GAL. PLANT

- THREE (3) TABLETS PER 3 GAL. PLANT

- FOUR (4) TABLETS PER 10 GAL. PLANT

- LARGER MATERIAL - TWO (2) TABLETS PER 1/2" OF TRUNK CALIPER

10. TREES AND SHRUBS SHALL BE SET STRAIGHT AND AT SUCH A LEVEL THAT AFTER SETTLEMENT, THE PLANT CROWN WILL STAND ONE (1) TO TWO (2) INCHES ABOVE GRADE. EACH PLANT SHALL BE SET IN THE CENTER OF THE PIT. PLANTING SOIL MIXTURE SHALL BE BACKFILLED AND THOROUGHLY TAMPED AROUND THE BALL AND SHALL BE SETTLED BY WATER AFTER TAMPING.

11. FILL HOLE WITH SOIL MIXTURE, MAKING CERTAIN ALL SOIL IS SATURATED. TO DO THIS, FILL HOLE WITH WATER AND ALLOW TO SOAK MINIMUM TWENTY (20) MINUTES. STIRRING IF NECESSARY TO GET SOIL THOROUGHLY WET. PACK LIGHTLY WITH FEET. ADD MORE WET SOIL MIXTURE. DO NOT COVER TOP OF BALL WITH SOIL MIXTURE. ONLY WITH MULCH. ALL BURLAP, ROPE, WIRES, ETC., SHALL BE REMOVED FROM THE SIDES AND TOPS OF BALLS, BUT NO BURLAP SHALL BE PULLED FROM UNDERNEATH.

12. PRUNING: EACH TREE SHALL BE PRUNED TO PRESERVE THE NATURAL CHARACTER OF THE PLANT AS SHOWN ON THE DRAWINGS. ALL SOFT WOOD OR SUCKER GROWTH AND ALL BROKEN OR BADLY DAMAGED BRANCHES SHALL BE REMOVED WITH A CLEAN CUT. NO TREE SHALL BE SHEARED. ONLY NATURAL GROWTH ALLOWED.

13. SHRUBS AND GROUND COVER PLANTS SHALL BE EVENLY SPACED IN ACCORDANCE WITH THE DRAWINGS AND AS INDICATED ON THE PLANT LIST. CULTIVATE ALL PLANTING AREAS TO A MINIMUM DEPTH OF 6". REMOVE AND DISPOSE ALL DEBRIS. TILL INTO TOP 4" THE PLANTING SOIL MIX AS SPECIFIED IN SECTION E. THOROUGHLY WATER ALL PLANTS AFTER INSTALLATION.

14. TREE GUYING AND BRACING SHALL BE INSTALLED BY THE LANDSCAPE CONTRACTOR IN ACCORDANCE WITH THE PLANS TO INSURE STABILITY AND MAINTAIN TREES IN AN UPRIGHT POSITION. IF THE LANDSCAPE CONTRACTOR AND OWNER DECIDE TO WAIVE THE TREE GUYING AND BRACING, THE OWNER SHALL NOTIFY THE LANDSCAPE ARCHITECT IDENTIFYING OF THEIR INTENTIONS AND AGREE TO HOLD HARMLESS THE LANDSCAPE ARCHITECT IN THE EVENT ANY TREES FALL DOWN AND DAMAGE PERSON OR PROPERTY.

15. MULCHING: PROVIDE A THREE (3) INCH MINIMUM LAYER OF SPECIFIED MULCH OVER THE ENTIRE AREA OF EACH SHRUB BED, GROUND COVER AND VINE BED AND TREE PIT.

16. HERBICIDE WEED CONTROL: ALL PLANT BEDS SHALL BE KEPT FREE OF NOXIOUS WEEDS UNTIL FINAL ACCEPTANCE OF WORK. IF DIRECTED BY THE OWNER, "ROUND-UP" SHALL BE APPLIED FOR WEED CONTROL BY QUALIFIED PERSONNEL TO ALL PLANTING AREAS IN SPOT APPLICATIONS PER MANUFACTURER'S PRECAUTIONS AND SPECIFICATIONS. PRIOR TO FINAL INSPECTION, TREAT ALL PLANTING BEDS WITH AN APPROVED PRE-EMERGENT HERBICIDE AT AN APPLICATION RATE RECOMMENDED BY THE MANUFACTURER.

S. LAWN SODDING

1. THE WORK CONSISTS OF LAWN BED PREPARATION, SOIL PREPARATION, AND SODDING COMPLETE, IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND THE APPLICABLE DRAWINGS TO PRODUCE A GRASS LAWN ACCEPTABLE TO THE OWNER.

2. LAWN BED PREPARATION: ALL AREAS THAT ARE TO BE SODDED SHALL BE CLEARED OF ANY ROUGH GRASS, WEEDS, AND DEBRIS, AND THE GROUND BROUGHT TO AN EVEN GRADE. THE WHOLE SURFACE SHALL BE ROLLED WITH A ROLLER WEIGHING NOT MORE THAN ONE HUNDRED (100) POUNDS PER FOOT OF WIDTH. DURING THE ROLLING, ALL DEPRESSIONS CAUSED BY SETTLEMENT OF ROLLING SHALL BE FILLED WITH ADDITIONAL SOIL, AND THE SURFACE SHALL BE REGRADED AND ROLLED UNTIL PRESENTING A SMOOTH AND EVEN FINISH THAT IS UP TO THE REQUIRED GRADE.

3. SOIL PREPARATION: PREPARE LOOSE BED FOUR (4) INCHES DEEP. APPLY FERTILIZER AT RATE OF TWENTY (20) POUNDS PER ONE THOUSAND (1000) SQUARE FEET. APPLICATION SHALL BE UNIFORM, UTILIZING APPROVED MECHANICAL SPREADERS. MIX FERTILIZER THOROUGHLY WITH THE SOIL TO A DEPTH OF THREE (3) INCHES. HAND RAKE UNTIL ALL BUMPS AND DEPRESSIONS ARE REMOVED. WET PREPARED AREA THOROUGHLY.

4. SODDING

A. THE CONTRACTOR SHALL SOD ALL AREAS THAT ARE NOT PAVED OR PLANTED AS DESIGNATED ON THE DRAWINGS WITHIN THE CONTRACT LIMITS, UNLESS SPECIFICALLY NOTED OTHERWISE.

B. THE SOD SHALL BE CERTIFIED TO MEET THE STATE PLANT BOARD SPECIFICATIONS, ABSOLUTELY TRUE TO VARIETAL TYPE, AND FREE FROM WEEDS, FUNGUS, INSECTS AND DISEASE OF ANY KIND.

C. SOD PANELS SHALL BE LAID TIGHTLY TOGETHER SO AS TO MAKE A SOLID SODDED LAWN AREA. SOD SHALL BE LAID UNIFORMLY AGAINST THE EDGES OF ALL CURBS AND OTHER HARDSCAPE ELEMENTS, PAVED AND PLANTED AREAS. ADJACENT TO BUILDINGS, A FOUR INCH MULCH STOP SHALL BE PROVIDED. IMMEDIATELY FOLLOWING SOD LAYING, THE LAWN AREAS SHALL BE ROLLED WITH A LAWN ROLLER CUSTOMARILY USED FOR SUCH PURPOSES, AND THEN THOROUGHLY IRRIGATED. IF, IN THE OPINION OF THE OWNER, TOP DRESSING IS NECESSARY AFTER ROLLING TO FILL THE VOIDS BETWEEN THE SOD PANELS AND TO EVEN OUT INCONSISTENCIES IN THE SOD, CLEAN SAND AS APPROVED BY THE LANDSCAPE ARCHITECT OR OWNER SHALL BE UNIFORMLY SPREAD OVER THE ENTIRE SURFACE OF THE SOD AND THOROUGHLY WATERED IN.

D. DURING DELIVERY, PRIOR TO AND DURING THE PLANTING OF THE LAWN AREAS, THE SOD PANELS SHALL AT ALL TIMES BE PROTECTED FROM EXCESSIVE DRYING AND UNNECESSARY EXPOSURE OF THE ROOTS TO THE SUN. ALL SOD SHALL BE STACKED SO AS NOT TO BE DAMAGED BY SWEATING OR EXCESSIVE HEAT AND MOISTURE.

5. SEEDING

A. PROVIDE FRESH, CLEAN, NEW CROP LAWN SEED MIXTURE. FURNISH TO OWNER DEALERS GUARANTEED STATEMENT OF COMPOSITION OF MIXTURE AND PERCENTAGE OF PURITY AND GERMINATION OF EACH VARIETY.

B. SEED MIXTURE: PROVIDE SEED OF GRASS SPECIES AND VARIETIES, PROPORTIONS BY WEIGHT AND MINIMUM PERCENTAGES OF PURITY, GERMINATION, AND MAXIMUM PERCENTAGE OF WEED SEED. SEED MIXTURES VARY BY REGION AND SEASON AND SHALL COMPLY WITH STATE DOB AND LOCAL SOIL CONSERVATION SERVICE STANDARDS FOR LAWN TURF.

C. DO NOT PERFORM SEEDING IN WINDY CONDITIONS.

D. SEEDING SHALL BE DISPERSED IN 2 DIRECTIONS AT RIGHT ANGLES TO EACH OTHER.

E. PERMANENTLY SEED AND MULCH CUT AND FILL SLOPES AS CONSTRUCTION PROCEEDS TO EXTENT CONSIDERED DESIRABLE AND PRACTICAL. IN THE EVENT IT IS NOT PRACTICAL TO SEED AND MULCH, SLOPES SHALL BE STABILIZED WITH STRAW MULCH AND TACKIFIER, BONDED FIBER MATRIX, NETTING, BLANKETS OR OTHER MEANS TO REDUCE THE EROSION POTENTIAL OF THE AREA.

F. SEED LAWN AREAS BY SOWING EVENLY WITH APPROVED MECHANICAL SEEDER AT RATE OF MINIMUM OF 8 POUNDS PER 1,000 SQUARE FEET. AMOUNT WILL VARY BASED ON VARIETY AND/OR SPECIES. CULTI-PACKER OR APPROVED SIMILAR EQUIPMENT MAY BE USED TO COVER SEED AND TO FORM SEEDBED IN ONE OPERATION. IN AREAS INACCESSIBLE TO CULTI-PACKER, LIGHTLY RAKE SEEDBED GROUND WITH FLEXIBLE RAKES AD ROLL WITH WATER BALLAST ROLLER, AFTER ROLLING, MULCH WITH STRAW MULCH AT THE RATE OF 2 TONS PER ACRE.

G. SURFACE LAYER OF SOIL FOR SEEDBED AREAS SHALL BE KEPT MOIST DURING GERMINATION PERIOD. WATER SEEDBED AREAS TWICE FIRST WEEK TO MINIMUM DEPTH OF 6 INCHES WITH FINE SPRAY AND ONCE PER WEEK THEREAFTER AS NECESSARY TO SUPPLEMENT NATURAL RAIN TO EQUIVALENT OF 6 INCHES DEPTH.

H. CONTRACTOR TO REAPPLY SEED AS NECESSARY IN ORDER TO GET ALL SEEDED AREAS ESTABLISHED AS INTENDED.

6. LAWN MAINTENANCE

A. WITHIN THE CONTRACT LIMITS, THE CONTRACTOR SHALL PRODUCE A DENSE, WELL ESTABLISHED LAWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RE-SODDING OF ALL ERODED, SUNKEN OR BARE SPOTS UNTIL CERTIFICATION OF ACCEPTABILITY BY THE LANDSCAPE ARCHITECT OR OWNER. REPAIRED SODDING SHALL BE ACCOMPLISHED AS IN THE ORIGINAL WORK (INCLUDING REGRAIND IF NECESSARY).

B. WATER EVERY DAY FOR TEN (10) SUCCESSIVE DAYS, THEN WATER THREE (3) TIMES PER WEEK (AT 96 HOUR INTERVALS) FOR TWO (2) ADDITIONAL WEEKS. ALL WATERING SHALL BE OF SUFFICIENT QUANTITY TO WET OR RESTORE WATER TO DEPTH OF FOUR (4) INCHES. CONTRACTOR TO DETERMINE IF SITE IS IN A DROUGHT RESTRICTION AREA AND MUST FOLLOW CITY/COUNTY PROTOCOL, IF ANY ARE IN PLACE.

T. CLEAN-UP

UPON COMPLETION OF ALL PLANTING WORK AND BEFORE FINAL ACCEPTANCE, THE CONTRACTOR SHALL REMOVE ALL MATERIAL, EQUIPMENT, AND DEBRIS RESULTING FROM HIS WORK. ALL PAVED AREAS SHALL BE BROOM CLEANED AND THE SITE LEFT IN A NEAT AND ACCEPTABLE CONDITION AS APPROVED BY THE OWNER'S AUTHORIZED REPRESENTATIVE.

U. PLANT MATERIAL MAINTENANCE

ALL PLANTS AND PLANTING INCLUDED UNDER THIS CONTRACT SHALL BE MAINTAINED BY WATERING, CULTIVATING, SPRAYING, AND ALL OTHER OPERATIONS (SUCH AS RE-STAKING OR RE-DRAINING GULCH SUPPORTS) NECESSARY TO INSURE A HEALTHY CONDITION BY THE CONTRACTOR UNTIL CERTIFICATION OF ACCEPTABILITY BY THE LANDSCAPE ARCHITECT OR OWNER. MAINTENANCE AFTER THE CERTIFICATION OF ACCEPTABILITY SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS IN THIS SECTION. CONTRACTORS ARE REQUESTED TO PROVIDE A BID ESTIMATE TO COVER LANDSCAPE AND IRRIGATION MAINTENANCE FOR A PERIOD OF 90 CALENDAR DAYS COMMENCING AFTER ACCEPTANCE.

V. MAINTENANCE (ALTERNATE BID ITEM)

1. CONTRACTORS ARE REQUESTED TO PROVIDE A BID ESTIMATE FOR MAINTENANCE FOLLOWING THE INITIAL 90-DAY MAINTENANCE PERIOD ON A COST PER MONTH BASIS.

W. GUARANTEE

1. THE LIFE AND SATISFACTORY CONDITION OF ALL PLANT MATERIAL INSTALLED BY THE LANDSCAPE CONTRACTOR SHALL BE GUARANTEED BY THE CONTRACTOR FOR A MINIMUM OF ONE (1) CALENDAR YEAR COMMENCING AT THE TIME OF CERTIFICATION OF ACCEPTABILITY BY THE LANDSCAPE ARCHITECT OR OWNER.

2. THE LIFE AND SATISFACTORY CONDITION OF ALL OTHER PLANT MATERIAL (INCLUDING SOD) INSTALLED BY THE LANDSCAPE CONTRACTOR SHALL BE GUARANTEED BY THE CONTRACTOR FOR A MINIMUM OF 90 CALENDAR DAYS, COMMENCING AT THE TIME OF CERTIFICATION OF ACCEPTABILITY BY THE LANDSCAPE ARCHITECT OR OWNER.

3. REPLACEMENT: ANY PLANT NOT FOUND IN A HEALTHY GROWING CONDITION AT THE END OF THE GUARANTEE PERIOD SHALL BE REMOVED FROM THE SITE AND REPLACED AS SOON AS WEATHER CONDITIONS PERMIT. ALL REPLACEMENTS SHALL BE PLANTS OF THE SAME KIND AND SIZE AS SPECIFIED IN THE PLANT LIST. THEY SHALL BE FURNISHED PLANTED AND MULCHED AS SPECIFIED UNDER "PLANTING". AT NO ADDITIONAL COST TO THE OWNER.

4. IN THE EVENT THE OWNER DOES NOT CONTRACT WITH THE CONTRACTOR FOR LANDSCAPE (AND IRRIGATION) MAINTENANCE, THE CONTRACTOR IS ENCOURAGED TO VISIT THE PROJECT SITE PERIODICALLY DURING THE ONE YEAR WARRANTY PERIOD TO EVALUATE MAINTENANCE PROCEDURES BEING PERFORMED BY THE OWNER, AND SHALL NOTIFY THE OWNER IN WRITING OF MAINTENANCE PROCEDURES OR CONDITIONS WHICH THREATEN VIGOROUS AND HEALTH PLANT GROWTH. IT IS SUGGESTED SUCH SITE VISITS SHALL BE CONDUCTED A MINIMUM OF ONCE PER MONTH FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF ACCEPTANCE.

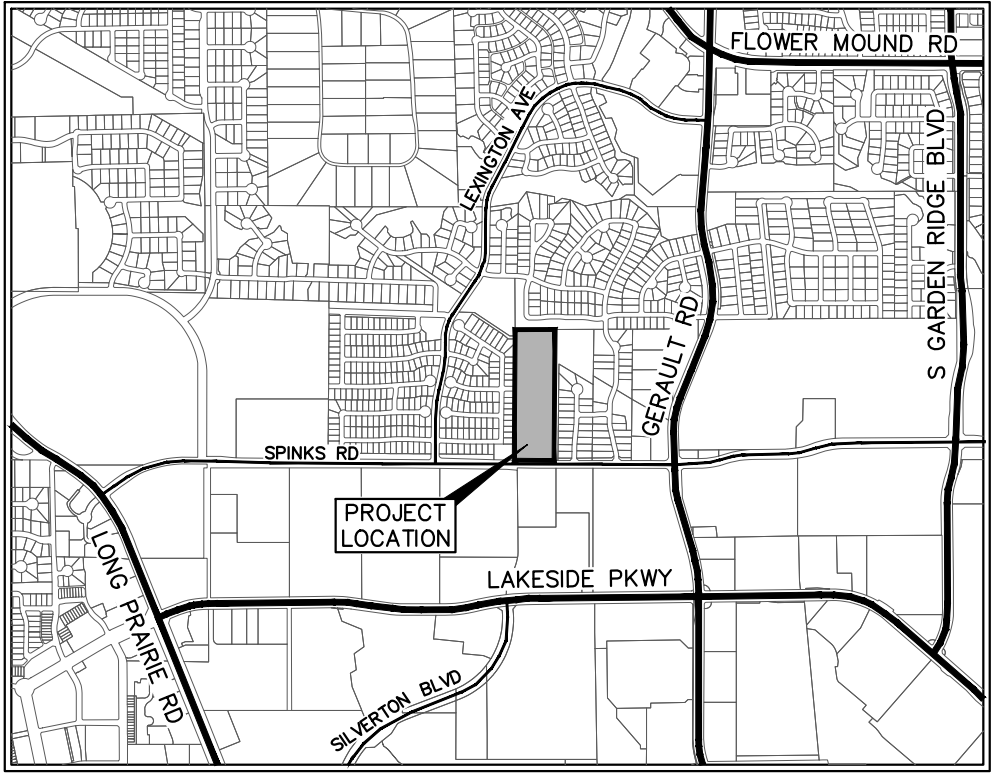
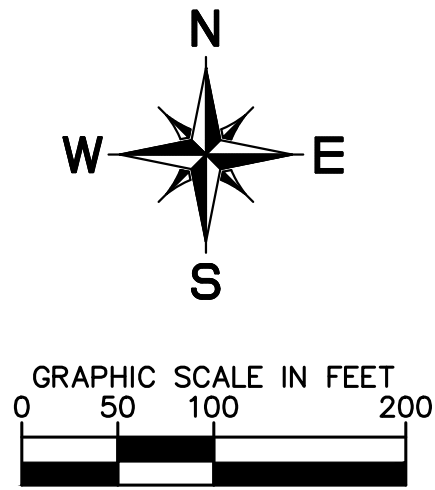
X. FINAL INSPECTION AND ACCEPTANCE OF WORK

FINAL INSPECTION AT THE END OF THE GUARANTEE PERIOD SHALL BE ON PLANTING, CONSTRUCTION AND ALL OTHER INCIDENTAL WORK PERTAINING TO THIS CONTRACT. ANY REPLACEMENTS SHALL BE SUBJECT TO THE SAME ONE (1) YEAR GUARANTEE (OR AS SPECIFIED BY THE LANDSCAPE ARCHITECT OR OWNER IN WRITING) BEGINNING WITH THE TIME OF REPLACEMENT AND ENDING WITH THE SAME INSPECTION AND ACCEPTANCE HEREIN DESCRIBED.

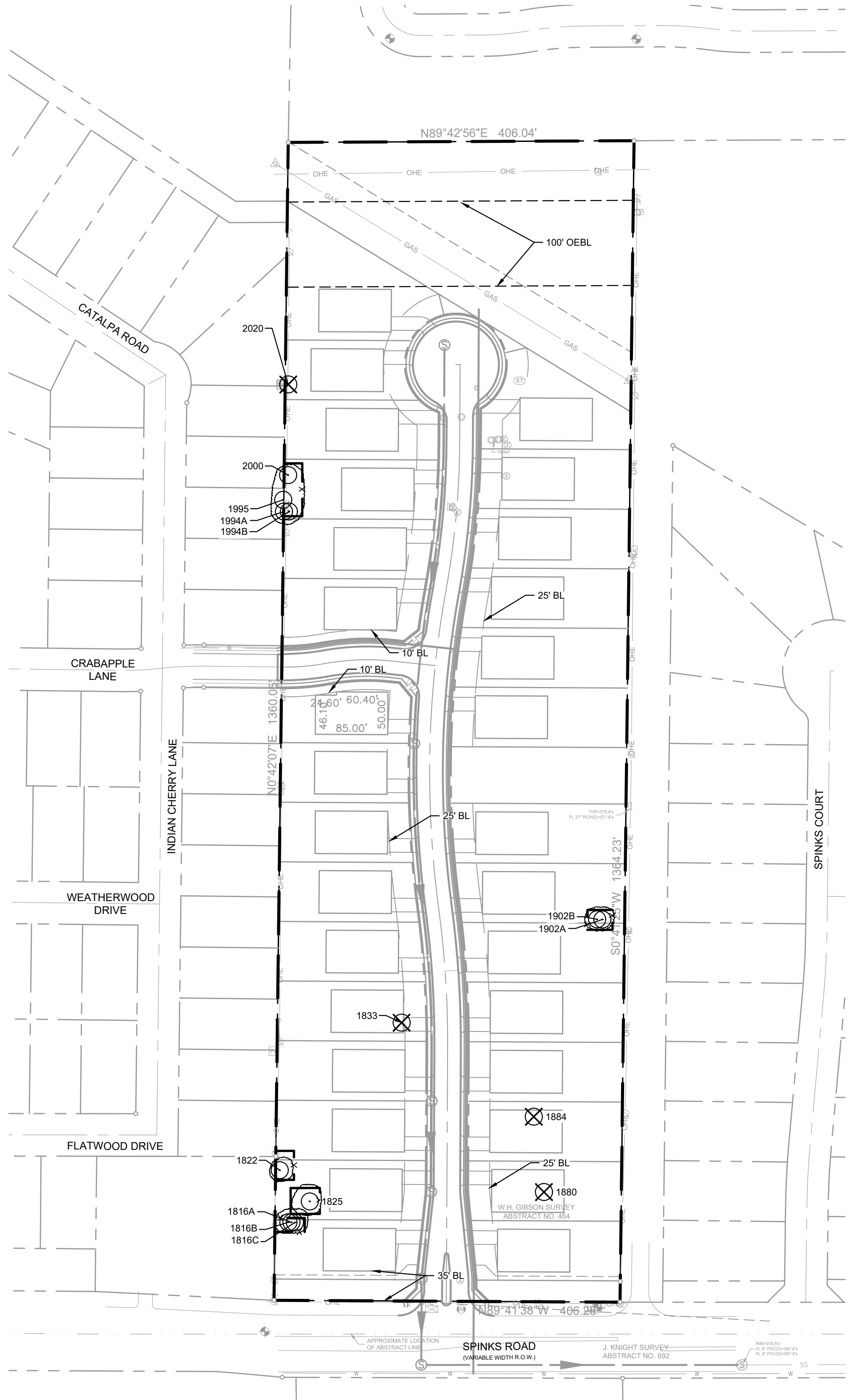
LANDSCAPE SPECIFICATIONS
FOR
SMITH TRACT

30 RESIDENTIAL LOTS / 4 OPEN SPACES
BEING 12.699 ACRES
OUT OF THE
W.H. GIBSON SURVEY, ABSTRACT NO. 464
IN THE
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

OWNER: Reginald & Karen Smith 1500 Spinks Rd Flower Mound, TX 75028			DEVELOPER: Toll Bros., Inc. 2555 SW Grapevine Pkwy Grapevine, TX 76051 Tel: (817) 329-7973 Contact: Mike Boswell		LANDSCAPE ARCHITECT: Kimley»Horn 6160 Warren Parkway, Suite 210 Frisco, TX 75054 Tel: (972) 335-3580 Contact: Marie Robbids, PLA		
DESIGNED ERB	DRAWN IERB	CHECKED CF	SCALE AS SHOWN	DATE 12/16/2019	KH PROJECT NO. 068625015	LP 3.03	



VICINITY MAP
SCALE: 1" = 2,000'



LEGEND

○ TREE TO REMAIN

⊗ TREE TO BE REMOVED

TREES 6-INCHES AND GREATER AT THE HEIGHT SPECIFIED IN THE TOWN OF FLOWER MOUND ORDINANCE WERE TAGGED.

NOTE:
ALL TREES SHOWN TO REMAIN ARE TO BE PROTECTED FROM DAMAGE. NO VEHICULAR PARKING, STORAGE OF MATERIALS OR EQUIPMENT, CLEARING OF EQUIPMENT, EQUIPMENT WASH OUT OR ANY OTHER ACTION WHICH MAY CAUSE AN ADVERSE AFFECT ON EXISTING OR FUTURE PLANTING IS TO OCCUR IN OR AROUND TREES IN LANDSCAPE AREA WHICH MAY BE AFFECTED.

NOTE:
ALL DECLINING/HAZARDOUS TREES ARE TO BE REMOVED. CONTRACTOR TO REVIEW TREES WITH ARBORIST PRIOR TO REMOVAL.

NOTE:
NO WORK MAY BEGIN UNTIL THE REQUIRED TREE PROTECTION IS INSTALLED, INSPECTED, AND APPROVED BY THE TOWN'S ENVIRONMENTAL SERVICES DEPARTMENT.

NOTE:
NO TREES ARE BEING REMOVED DUE TO SITE BORING.

NOTE:
ALL TREE CANOPY AREAS SHOWN ARE APPROXIMATE AND BASED ON THE BEST INFORMATION AVAILABLE.

TREE MITIGATION

TOTAL NUMBER OF PROTECTED TREES ON SITE: 15

TOTAL NUMBER OF PROTECTED TREES REMOVED: 4 (#1833, #1880, #1884, #2020)

CREDITS FOR PROTECTED TREES TO REMAIN: 5 CREDITS

TOTAL MITIGATION REQUIRED: 0



3/17/2020

TREE SURVEY & TREE PRESERVATION PLAN
FOR
SMITH TRACT

30 RESIDENTIAL LOTS / 4 OPEN SPACES
BEING 12.699 ACRES
OUT OF THE
W.H. GIBSON SURVEY, ABSTRACT NO. 464
IN THE
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

OWNER:
Reginald & Karen Smith
1500 Spinks Rd
Flower Mound, TX 75028

DEVELOPER:
Toll Bros., Inc.
2555 SW Grapevine Pkwy
Grapevine, TX 76051
Tel: (817) 329-7973
Contact: Mike Boswell

LANDSCAPE ARCHITECT:
Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, TX 75034
Tel: (972) 335-3580
Contact: Marie Robirds, PLA

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO	LT 1.01
ERB	IERB	CF	AS SHOWN	12/16/2019	068625015	

NOTED BY: KIMLEY-HORN, INC. 3/17/2020 1:54 PM
LAST SAVED: 3/17/2020 10:02 AM
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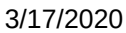
TREE MITIGATION SUMMARY TABLE																			
TAG	DBH	COMMON NAME	SCIENTIFIC NAME	DISPOSITION	TRUNK TYPE	PROTECTED	STATUS	CREDIT	REPLACEMENT REQUIREMENT	TAG	DBH	COMMON NAME	SCIENTIFIC NAME	DISPOSITION	TRUNK TYPE	PROTECTED	STATUS	CREDIT	REPLACEMENT REQUIREMENT
1801	15.1	eastern redcedar	Juniperus virginiana	Declining	Single	NO	REMOVE			1898	10.1	hackberry	Celtis laevigata	Healthy	Single	NO	REMOVE		
1802	11.5	eastern redcedar	Juniperus virginiana	Healthy	Single	NO	REMOVE			1899	6.5	eastern redcedar	Juniperus virginiana	Healthy	Single	NO	REMOVE		
1803	13.9	eastern redcedar	Juniperus virginiana	Declining	Multi	NO	REMOVE			1900	6.1	eastern redcedar	Juniperus virginiana	Healthy	Single	NO	REMOVE		
1804	7.9	eastern redcedar	Juniperus virginiana	Healthy	Single	NO	REMOVE			1901	9.1	mesquite	Prosopis glandulosa	Declining	Single	NO	REMOVE		
1805	8.3	eastern redcedar	Juniperus virginiana	Healthy	Single	NO	REMOVE			1902A	9.1	Cedar Elm	Ulmus crassifolia	Healthy	Forked	YES	REMAIN	1	
1806	7.6	eastern redcedar	Juniperus virginiana	Declining	Single	NO	REMOVE			1902B	9.1	Cedar Elm	Ulmus crassifolia	Healthy	Forked	YES	REMAIN		
1807	11.7	eastern redcedar	Juniperus virginiana	Declining	Multi	NO	REMOVE			1903	7.4	eastern redcedar	Juniperus virginiana	Healthy	Single	NO	REMOVE		
1808	8.9	eastern redcedar	Juniperus virginiana	Declining	Single	NO	REMOVE			1904	19.2	mesquite	Prosopis glandulosa	Healthy	Multi	NO	REMOVE		
1809	7.8	eastern redcedar	Juniperus virginiana	Declining	Single	NO	REMOVE			1905	18.5	mesquite	Prosopis glandulosa	Healthy	Multi	NO	REMOVE		
1810	13.4	eastern redcedar	Juniperus virginiana	Healthy	Forked	NO	REMOVE			1906	8.2	mesquite	Prosopis glandulosa	Healthy	Single	NO	REMOVE		
1811	10.7	hackberry	Celtis laevigata	Declining	Single	NO	REMOVE			1907	12.9	mesquite	Prosopis glandulosa	Healthy	Multi	NO	REMOVE		
1812	13.3	hackberry	Celtis laevigata	Declining	Single	NO	REMOVE			1908	20.9	mesquite	Prosopis glandulosa	Healthy	Multi	NO	REMOVE		
1813	10.3	Osage-orange	Maclura pomifera	Declining	Multi	NO	REMOVE			1909	7.5	eastern redcedar	Juniperus virginiana	Healthy	Single	NO	REMOVE		
1814	15.4	hackberry	Celtis laevigata	Declining	Multi	NO	REMOVE			1910	9.3	mesquite	Prosopis glandulosa	Healthy	Single	NO	REMOVE		
1815	14.7	Osage-orange	Maclura pomifera	Declining	Multi	NO	REMOVE			1911	15.8	mesquite	Prosopis glandulosa	Healthy	Multi	NO	REMOVE		
1816A	5.5	Cedar Elm	Ulmus crassifolia	Healthy	Multi	YES	REMAIN			1912	8.6	eastern redcedar	Juniperus virginiana	Healthy	Forked	NO	REMOVE		
1816B	5.5	Cedar Elm	Ulmus crassifolia	Healthy	Multi	YES	REMAIN			1913	18.3	mesquite	Prosopis glandulosa	Healthy	Multi	NO	REMOVE		
1816C	5.5	Cedar Elm	Ulmus crassifolia	Healthy	Multi	YES	REMAIN			1914	10.1	eastern redcedar	Juniperus virginiana	Healthy	Forked	NO	REMOVE		
1817	20.7	mesquite	Prosopis glandulosa	Healthy	Forked	NO	REMAIN			1915	9.4	hackberry	Celtis laevigata	Healthy	Single	NO	REMOVE		
1818	8.3	hackberry	Celtis laevigata	Healthy	Forked	NO	REMAIN			1916	6.5	eastern redcedar	Juniperus virginiana	Healthy	Single	NO	REMOVE		
1819	10.7	hackberry	Celtis laevigata	Healthy	Single	NO	REMAIN			1917	17.6	mesquite	Prosopis glandulosa	Declining	Multi	NO	REMOVE		
1820	10.6	mesquite	Prosopis glandulosa	Declining	Forked	NO	REMOVE			1918	20.8	Osage-orange	Maclura pomifera	Healthy	Multi	NO	REMOVE		
1821	15.2	Osage-orange	Maclura pomifera	Healthy	Forked	NO	REMAIN			1919	18.9	Osage-orange	Maclura pomifera	Healthy	Forked	NO	REMOVE		
1822	12.1	American elm	Ulmus americana	Healthy	Single	YES	REMAIN	1	N/A	1920	7.4	mesquite	Prosopis glandulosa	Healthy	Multi	NO	REMOVE		
1823	7.2	mesquite	Prosopis glandulosa	Hazard	Single	NO	REMAIN			1921	20.6	mesquite	Prosopis glandulosa	Declining	Multi	NO	REMOVE		
1824	11.8	mesquite	Prosopis glandulosa	Declining	Forked	NO	REMOVE			1922	13.3	mesquite	Prosopis glandulosa	Healthy	Forked	NO	REMOVE		
1825	14.6	American elm	Ulmus americana	Healthy	Forked	YES	REMAIN	3	N/A	1923	14.5	Osage-orange	Maclura pomifera	Healthy	Forked	NO	REMOVE		
1826	10.3	mesquite	Prosopis glandulosa	Healthy	Multi	NO	REMOVE			1924	19.5	mesquite	Prosopis glandulosa	Healthy	Multi	NO	REMOVE		
1827	19.8	mesquite	Prosopis glandulosa	Declining	Multi	NO	REMOVE			1925	16.8	mesquite	Prosopis glandulosa	Healthy	Multi	NO	REMOVE		
1828	19.9	mesquite	Prosopis glandulosa	Declining	Forked	NO	REMOVE			1926	16.1	mesquite	Prosopis glandulosa	Healthy	Multi	NO	REMOVE		
1829	13.5	mesquite	Prosopis glandulosa	Healthy	Forked	NO	REMOVE			1927	10.8	eastern redcedar	Juniperus virginiana	Hazard	Forked	NO	REMOVE		
1830	9	eastern redcedar	Juniperus virginiana	Healthy	Forked	NO	REMOVE			1928	16.9	mesquite	Prosopis glandulosa	Healthy	Forked	NO	REMOVE		
1831	9.1	eastern redcedar	Juniperus virginiana	Healthy	Single	NO	REMOVE			1929	12.1	mesquite	Prosopis glandulosa	Healthy	Multi	NO	REMOVE		
1832	12.1	eastern redcedar	Juniperus virginiana	Healthy	Single	NO	REMOVE			1930	19.2	mesquite	Prosopis glandulosa	Declining	Multi	NO	REMOVE		
1833	23.9	American elm	Ulmus americana	Healthy	Forked	YES	REMOVE		(1) 2.5"-3" CAL TREE	1931	11.7	eastern redcedar	Juniperus virginiana	Healthy	Single	NO	REMOVE		
1834	21.1	mesquite	Prosopis glandulosa	Healthy	Forked	NO	REMOVE			1932	15.7	mesquite	Prosopis glandulosa	Declining	Multi	NO	REMOVE		
1835	12.2	mesquite	Prosopis glandulosa	Healthy	Single	NO	REMOVE			1933	12.1	eastern redcedar	Juniperus virginiana	Healthy	Forked	NO	REMOVE		
1836	9.2	mesquite	Prosopis glandulosa	Healthy	Single	NO	REMOVE			1934	7.6	eastern redcedar	Juniperus virginiana	Declining	Multi	NO	REMOVE		
1837	9.7	mesquite	Prosopis glandulosa	Declining	Forked	NO	REMOVE			1935	6	mesquite	Prosopis glandulosa	Hazard	Single	NO	REMOVE		
1838	8.5	eastern redcedar	Juniperus virginiana	Healthy	Single	NO	REMOVE			1936	15.7	eastern redcedar	Juniperus virginiana	Declining	Single	NO	REMOVE		
1839	13.8	mesquite	Prosopis glandulosa	Healthy	Forked	NO	REMOVE			1937	18.1	eastern redcedar	Juniperus virginiana	Declining	Single	NO	REMOVE		
1840	6.2	eastern redcedar	Juniperus virginiana	Healthy	Single	NO	REMOVE			1938	21.3	eastern redcedar	Juniperus virginiana	Healthy	Multi	NO	REMOVE		
1841	25.3	mesquite	Prosopis glandulosa	Healthy	Multi	NO	REMOVE			1939	11.7	eastern redcedar	Juniperus virginiana	Healthy	Single	NO	REMOVE		
1842	17.2	hackberry	Celtis laevigata	Healthy	Forked	NO	REMOVE			1940	27.2	mesquite	Prosopis glandulosa	Healthy	Multi	NO	REMOVE		
1843	17.1	hackberry	Celtis laevigata	Healthy	Multi	NO	REMOVE			1941	22.6	mesquite	Prosopis glandulosa	Declining	Forked	NO	REMOVE		
1844	10.7	mesquite	Prosopis glandulosa	Declining	Forked	NO	REMOVE			1942	18.3	mesquite	Prosopis glandulosa	Healthy	Forked	NO	REMOVE		
1845	16.4	mesquite	Prosopis glandulosa	Declining	Multi	NO	REMOVE			1943	12.7	mesquite	Prosopis glandulosa	Healthy	Forked	NO	REMOVE		
1846	22.3	mesquite	Prosopis glandulosa	Healthy	Forked	NO	REMAIN			1944	17.1	mesquite	Prosopis glandulosa	Healthy	Multi	NO	REMOVE		
1847	24	hackberry	Celtis laevigata	Declining	Single	NO	REMOVE			1945	23.9	mesquite	Prosopis glandulosa	Healthy	Multi	NO	REMOVE		
1848	7.7	mesquite	Prosopis glandulosa	Healthy	Single	NO	REMOVE			1946	16	mesquite	Prosopis glandulosa	Healthy	Forked	NO	REMOVE		
1849	17.3	mesquite	Prosopis glandulosa	Healthy	Forked	NO	REMOVE			1947	16.4	mesquite	Prosopis glandulosa	Hazard	Multi	NO	REMOVE		
1850	13.8	eastern redcedar	Juniperus virginiana	Healthy	Single	NO	REMOVE			1948	8.4	eastern redcedar	Juniperus virginiana	Healthy	Forked	NO	REMOVE		
1851	26.4	hackberry	Celtis laevigata	Declining	Multi	NO	REMOVE			1949	21.1	mesquite	Prosopis glandulosa	Healthy	Multi	NO	REMOVE		
1852	16.3	mesquite	Prosopis glandulosa	Healthy	Multi	NO	REMAIN			1950	23.6	mesquite	Prosopis glandulosa	Healthy	Multi	NO	REMOVE		
1853	13.1	mesquite	Prosopis glandulosa	Healthy	Multi	NO	REMOVE			1951	19.1	mesquite	Prosopis glandulosa	Healthy	Multi	NO	REMOVE		
1854	14.4	mesquite	Prosopis glandulosa	Healthy	Forked	NO	REMAIN			1952	11.8	eastern redcedar	Juniperus virginiana	Healthy	Forked	NO	REMOVE		
1855																			

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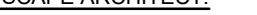
1. CONTRACTOR SHALL COORDINATE WITH ISA CERTIFIED ARBORIST AND PROPERTY OWNERS TO VERIFY OBJECTIVES PRIOR TO COMMENCING ANY PRUNING OR TREE REMOVAL ACTIVITIES.
2. ALL CREW MEMBERS SHOULD BE WEARING THE APPROPRIATE SAFETY GEAR, HARD HATS, EYE PROTECTION, APPROVED BOOTS, HEARING PROTECTION, CHAIN SAW CHAPS FOR GROUNDWORK.
3. ANY TREES REMOVED, AND ALL TREE MATERIALS REMOVED SHALL BE REMOVED FROM THE PROPERTY AT THE CONTRACTOR'S EXPENSE.
4. ALL TRASH AND DEBRIS FROM ANY CONSTRUCTION RELATED ACTIVITIES SHALL BE REMOVED FROM THE SITE AT THE CONTRACTOR'S EXPENSE, FOLLOWING COMPLETION OF THE PROJECT.
5. ANY DAMAGE TO THE EXISTING LANDSCAPE, PAVEMENT, BUILDING, OR ANY OTHER SITE FEATURES SHALL BE REPLACED BY THE CONTRACTOR AND/OR RESTORED TO PRE-CONSTRUCTION CONDITION.
6. CONTRACTOR SHALL PROVIDE REMOVAL, STORAGE, AND TRANSPLANTING OF EXISTING TREES ON SITE. THE CONTRACTOR SHALL REMOVE EACH EXISTING TREE THROUGH THE USE OF HAND DIGGING, OR WITH THE USE OF AN APPROVED MECHANICAL DEVICE. TREES SHALL BE HARVESTED AS BALLED & BURLAPPED TREES SPECIMENS PER ANSI Z80 STANDARDS, AND TRANSPORTED TO NEW LOCATION ON SITE, OR ALTERNATE SITE AS DIRECTED OR APPROVED BY THE OWNER. CONTRACTOR SHALL PROVIDE ALL LABOR AND MATERIALS NECESSARY TO PROVIDE FOR REMOVAL, PLACEMENT OF BURLAP, PLACEMENT OF WIRE BASKET OR OTHER APPROVED BALL-SUPPORTING DEVICE, TRANSPORT TO TEMPORARY STORAGE AREA, ONGOING MAINTENANCE AND WATERING DURING CONSTRUCTION, AND RE-PLANTING TO BE PERFORMED UPON COMPLETION OF MAJOR SITE WORK. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE GUIDELINES AND RECOMMENDATIONS SET FORTH IN THE AMERICAN STANDARDS FOR NURSERY STOCK.
7. PROTECT THE TREE AND PLANT PROTECTION AREA AT ALL TIMES FROM THE COMPACTION OF THE SOIL. DAMAGE TO ANY TOILETS, TO TREE BRANCHES, BARK, LEAVES, AND ROOTS OF ALL PLANTING.
8. THE CONTRACTOR SHALL NOT ENGAGE IN ANY CONSTRUCTION ACTIVITY WITHIN THE TREE PROTECTION AREA INCLUDING: OPERATING, MOVING OR STORING MATERIALS/ EQUIPMENT, LOCATING TEMPORARY FACILITIES INCLUDING TRAILERS OR PORTABLE TOILETS, AND SHALL NOT PERMIT ANY EMPLOYEES TO TRAVERSE THE AREA TO ACCESS ADJACENT AREAS OF THE PROPERTY OR USE THE AREA FOR ANY LUNCH OR ANY OTHER WORK BREAKS.



A



TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

OWNER: Reginald & Karen Smith 1500 Sparks Rd Flower Mound, TX 75028		DEVELOPER: Toll Bros., Inc. 2555 SW Grapevine Pkwy Grapevine, TX 76051 Tel: (817) 329-9753 Contact: Mike Boswell		LANDSCAPE ARCHITECT:  6160 Warren Parkway, Suite 210 Frisco, TX 75034 Tel: (972) 335-5880 Contact: Marie Robirds, PLA		
DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	LT 3.01
ERB	ERB	CF	AS SHOWN	12/16/2019	068625015	



TOWN COUNCIL AGENDA ITEM NO. 16

REGULAR ITEM

DATE: May 18, 2020

FROM: Chuck Russell, Principal Planner

ITEM: Public Hearing to consider an ordinance amending the Master Plan (MPA19-0004 – Mustang Creek Assisted Living) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Flood Plain to Low Density Residential uses. The property is generally located north of College Parkway, east of Timberland Parkway and south of Locke Drive. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its February 24, 2020, meeting.)



SUMMARY DATA:

- Size – 9.007 acres
- MPA Request – Change land use from Flood Plain to Low Density Residential
- SMARTGrowth – Passed
- Traffic Analysis – Passed

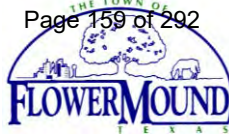
BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report
2. Draft Ordinance

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

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



PLANNING AND ZONING COMMISSION
AGENDA ITEM NO: 4
REGULAR ITEM

DATE: February 24, 2020

FROM: Chuck Russell, Principal Planner

ITEM: **Public Hearing to consider a request for a Master Plan Amendment (MPA19-0004 – Mustang Creek Assisted Living) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Flood Plain to Low Density Residential uses. The property is generally located north of College Parkway, east of Timberland Parkway and south of Locke Drive.**

I. ITEM SUMMARY

This application has been reviewed by DRC and determined to be ready for consideration by the Planning and Zoning Commission. There are no outstanding issues.

The project has a companion application, Zoning Planned Development (ZPD19-0012), for consideration on the same agenda.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The applicant is requesting a Master Plan Amendment to change the Land Use designation of the subject property from Flood Plain to Low Density Residential on approximately 9.007 acres of land. The proposed Master Plan Amendment allows the applicant to proceed with the companion zoning application to develop the property with an assisted living facility. The accompanying zoning application provides details about the proposed project and specific development standards for the subject site.

The Town's Master Plan defines the current land use designation as "Flood plain outside of the Corps of Engineer property, as defined by the Federal Emergency Management Agency (FEMA) flood plain maps". The 1994 Flower Mound Master Plan designated the subject property as Open Space which was defined as "Public and private open space necessary to preserve and protect natural systems, scenic areas and historic sites". The land use designation for the subject property had been changed to Flood Plain when the 2001 Master Plan was adopted. The subject property does not contain any FEMA Flood Plain.

The requested Low-Density Residential designation is defined as "development, typically being single family detached residential development with minimum 15,000 square foot

lots (nominally 1/3 acre) or greater". This designation is consistent and compatible with the surrounding residential development.

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. At the time this report was written, the Town had received 0 items of correspondence in support of the request and 1 item of correspondence in opposition to the request. All written correspondence was sent directly to the Planning and Zoning Commission according to the Town's public communication process.

III. ATTACHMENTS

A. Background Information

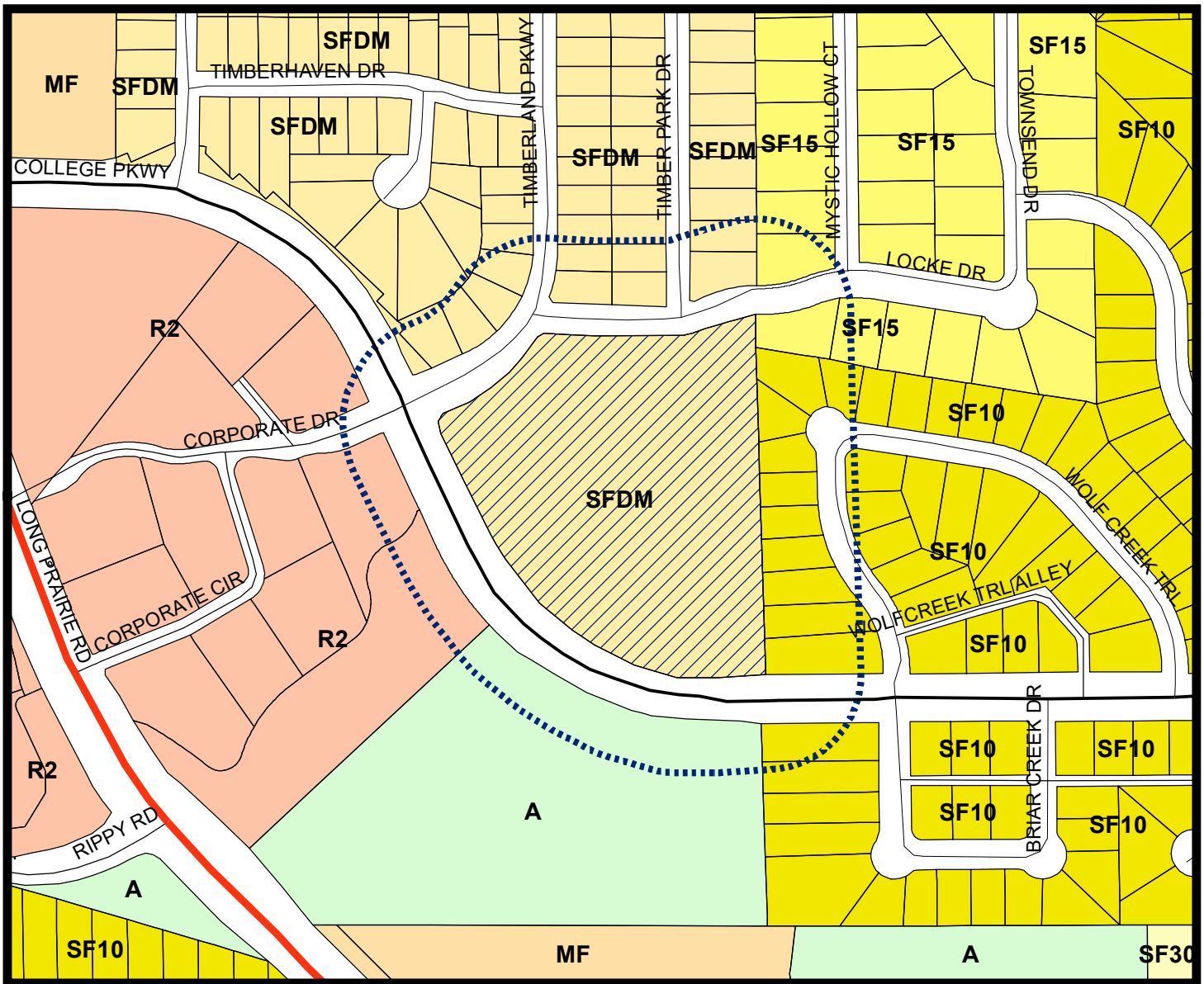
1. Vicinity Map
2. Letter of Intent

B. Application Details

1. Master Plan Exhibit

Vicinity Map

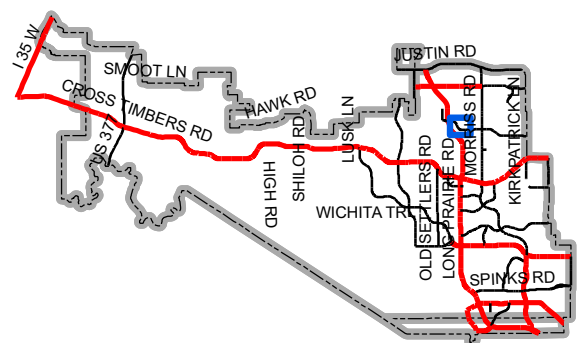
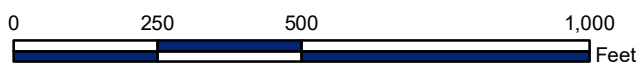
Reference Project: MPA19-0004 & ZPD19-0012



LEGEND

- Agriculture
- Multi-Family
- Retail 2
- Single Family 10
- Single Family 15
- Single Family 30
- Single Family Density Medium

- Subject Property
- 200 ft Notification Buffer around Property



Map Location

January 13, 2020

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

**RE: *Letter of Intent –Master Plan Amendment Request for Mustang Creek Estates
Flower Mound, TX***

To Whom It May Concern:

The purpose of the zoning change request is to allow for development of the ±9.01-acre tract at the SE corner of College Parkway and Timberland Parkway. The site has a current land use "Floodplain", which is not conducive for development of the site. The property was previously removed from the FEMA effective floodplain, so this designation is no longer appropriate. Mustang Creek Estates is requesting to change the use of the property to "Low Density Residential". The Master Plan Amendment will allow the commercial development, while maintaining the residential appearance, blending with the adjacent uses.

The overall goal in the development of this site is to preserve the natural features that exist and blend with the surrounding community. We believe the Concept Plan establishes this intention and is a great use of the property.

Please contact me at (469) 301-2582 or eric.jeske@kimley-horn.com should you have any questions.

Thank you,

KIMLEY-HORN AND ASSOCIATES, INC. (Firm No. F-928)

A handwritten signature in black ink, appearing to read "Eric Jeske".

Eric T. Jeske, P.E.

(License No. 130295)

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 1.0, LAND USE PLAN, OF THE MASTER PLAN BY AMENDING ORDINANCE NO. 24-01, IN PART, WHICH ADOPTED THE MASTER PLAN, SPECIFICALLY TO CHANGE THE CURRENT LAND USE REFLECTED ON THE LAND USE PLAN MAP FROM FLOOD PLAIN TO LOW DENSITY RESIDENTIAL ON APPROXIMATELY 9.007 ACRES OF LAND SITUATED IN THE J. WATKINS SURVEY, ABSTRACT NUMBER 1324; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY 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 Land Use Plan Map contained in the Land Use Plan of the Town Master Plan depicts, by distinct colors, the various land uses in the Town; and,

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owner of the property described as approximately 9.007 acres of land situated in the J. Watkins Survey, Abstract No. 1324, Denton County, Texas, has filed an application for a Master Plan Amendment to change the current land use designation from Flood Plain to Low Density Residential; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas, held a public hearing on February 24, 2020, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on May 18, 2020, with respect to the Master Plan Amendment described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 213 of the Local Government Code, Chapter 78, of the Land Development Regulations, and all other laws dealing with notice, publication and procedural requirements for the approval of a Master Plan Amendment on the property;

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

SECTION 1

The Master Plan of the Town of Flower Mound, Texas, as amended, is hereby amended to change the land use designation on the hereinafter described property and area as shown below:

Approximately 9.007 acres of land situated in the J. Watkins Survey, Abstract No. 1324, Denton County, Texas, and more fully described in Exhibit "A" hereto.

Section 1.0, Land Use Plan, of the Master Plan, specifically the Land Use Plan Map, is hereby amended to change the current land use designation from Flood Plain to Low

Ordinance No. _____

Page 2

Density Residential for the approximately 9.007 acres of the project area depicted on Exhibit "B," attached hereto and incorporated for all purposes.

SECTION 2

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 3

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

SECTION 4

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 5

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 18TH DAY OF MAY, 2020.

APPROVED:

Steve Dixon, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**

EXHIBIT "A" – PROPERTY DESCRIPTION

Being a tract of land, situated in the J. Watkins Survey, Abstract No. 1324, in the Town of Flower Mound, Denton County, Texas, and being the remainder of that tract of land, described by deed to Lewisville Independent School District, as recorded in Volume 2371, Page 830, of the Deed Records, Denton County, Texas (D.R.D.C.T.), said tract being more particularly described as follows:

BEGINNING at an "X" cut in a concrete sidewalk found for the most westerly corner of the herein described tract, same being at the intersection of the northeasterly monumented line of College Parkway with the southeasterly monumented line of Timberland Parkway;

THENCE North 65°02'22" East, along said southeasterly monumented line of Timberland Parkway, a distance of 74.00' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5686" set (herein after referred to as a capped iron rod set), being at the beginning of a curve to the left, having a radius of 350.00', a central angle of 35°45'45", and a chord which bears, North 47°09'29" East, a chord distance of 214.93';

Thence along said curve to the left, in a northeasterly direction, an arc length of 218.46' to an "X" cut in a concrete sidewalk set for the most northerly northwest corner of the herein described tract, same being at the intersection of the southeasterly monumented line of Timberland Parkway with the southerly monumented line of Locke Drive;

THENCE South 88°17'32" East, along said southerly monumented line of Locke Drive, a distance of 253.87' to a capped iron rod set at the beginning of a curve to the left, having a radius of 250.00', a central angle of 27°15'49" and a chord which bears, North 78°04'33" East, a chord distance of 117.84';

Thence along said curve to the left, in a northeasterly direction, an arc length of 118.96' to a capped iron rod set at the beginning of a curve to the right, having a radius of 200.00', a central angle of 27°15'51", and a chord which bears, North 78°04'34" East, a chord distance of 94.27';

Thence along said curve to the right, in a northeasterly direction, an arc length of 95.17' to a capped iron rod set at the end of said curve;

THENCE South 88°17'32" East, continuing along the southerly monumented line of Locke Drive, a distance of 1.04' to a capped iron rod set for the northeasterly corner of the herein described tract, same being the northwesterly corner of Lot 8, Block C, of THE RESERVE AT HICKORY SPRINGS, an addition to the Town of Flower Mound, as recorded in Cabinet V, Pages 496-497, of the Plat Records, Denton County, Texas (P.R.D.C.T.);

THENCE South 00°40'25" East, along the westerly line of said Lot 8, a distance of 76.34' to a capped iron rod set for the southwesterly corner of said Lot 8, same being the apparent northwesterly corner of TIMBERVIEW ESTATES PHASE II, an addition to the Town of Flower Mound, as recorded in Cabinet D, Page 335, P.R.D.C.T.;

THENCE South 01°25'23" East, along the apparent westerly line of said TIMBERVIEW ESTATES PHASE II, an addition, a distance of 687.98' to a capped iron rod set for the southeasterly corner of the herein described tract, same being the apparent southwesterly corner of Lot 1, Block C, of TIMBERVIEW ESTATES PHASE II, said corner also being in the northerly monumented line of College Parkway;

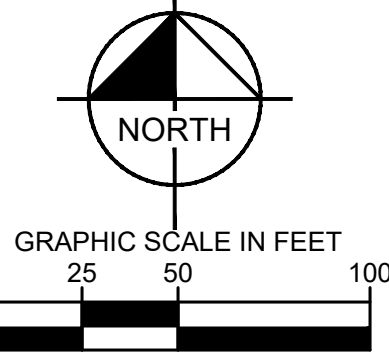
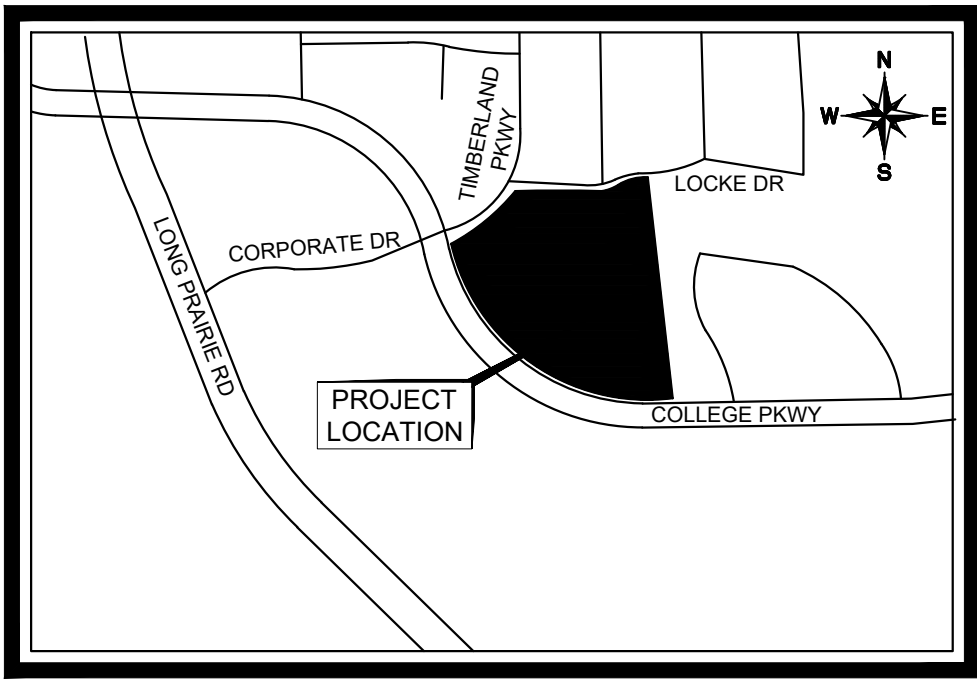
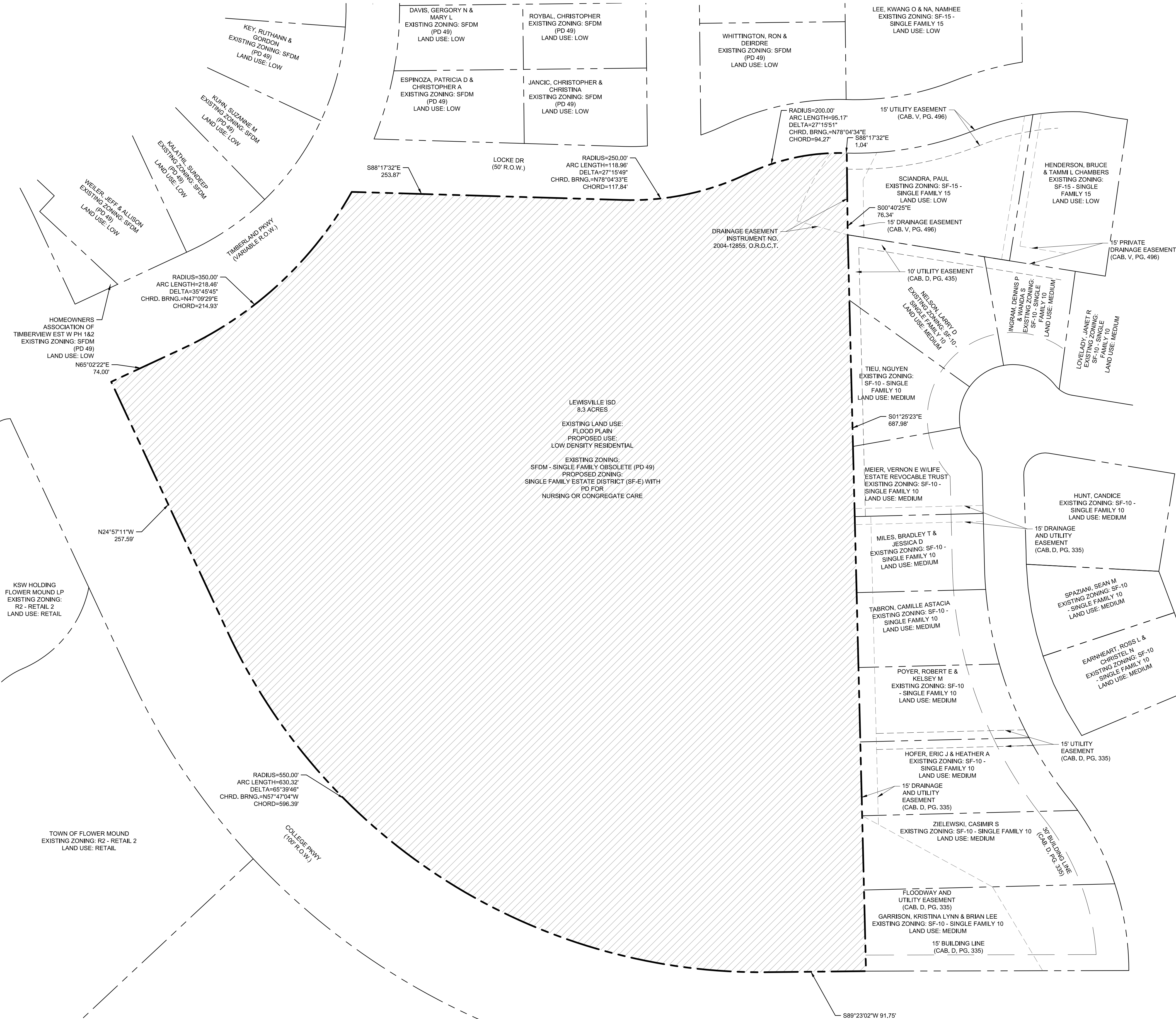
THENCE South $89^{\circ}23'02''$ West, along said northerly monumented line of College Parkway, a distance of 91.75' to a capped iron rod set at the beginning of a curve to the right, having a radius of 550.00', a central angle of $65^{\circ}39'46''$, and a chord which bears, North $57^{\circ}47'04''$ West, a chord distance of 596.39';

Thence along said curve to the right, in a northwesterly direction, an arc length of 630.32' to a capped iron rod set at the end of said curve;

THENCE North $24^{\circ}57'11''$ West, along the northeasterly monumented line of College Parkway, a distance of 257.59' to the POINT OF BEGINNING and containing 392,362 square feet or 9.007 acres of land, more or less.

ACF File Information :
JAMES
LAST SAVED
DWG PATH
DWG NAME
C:\Users\james\Documents\Projects\2020\2020-01-29 AM
K:\KIMLEY\HORN\2020\MUSTANG CREEK FLOWER MOUND\CAD\PLAN\BIBETS
MUSTANG CREEK FLOWER MOUND\ESTATES PHASE II.dwg

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



MASTER PLAN FEATURES	
LAND USE PLAN	FLOOD PLAIN
SPECIFIC PLAN	NO SPECIFIC PLAN AREA
URBAN DESIGN PLAN	NO URBAN DESIGN PLAN
PARKS AND TRAIL	NONE REQUIRED
OPEN SPACE PLAN	NOT A CONSERVATION DEVELOPMENT
THOROUGHFARE PLAN	COLLEGE PARKWAY - URBAN MINOR ARTERIAL
WATER PLAN	NONE
WASTEWATER PLAN	NONE
ECONOMIC IMPACT	N/A

ZONING STANDARD	CURRENT ZONING: SFDM - SINGLE FAMILY OBSOLETE (PD49)	PROPOSED ZONING: SINGLE FAMILY ESTATE DISTRICT (SF-E) WITH PD FOR NURSING OR CONGREGATE CARE
MINIMUM LOT AREA (PER DWELLING)	8,500 SF	43,560 SF
MINIMUM LOT WIDTH (RESIDENTIAL)	65'	150'
MINIMUM FLOOR AREA (PER DWELLING UNIT)	1,450 SF	2,400 SF
MINIMUM FRONT YARD	ESTABLISHED ON SITE PLAN OR 25'	40'
MINIMUM SIDE YARD	10% OF LOT WIDTH, NO LESS THAN 6'	20'
MINIMUM REAR YARD	ESTABLISHED ON SITE PLAN, NO LESS THAN 10'	20'
MAXIMUM LOT COVERAGE	50%	25%
MAX HEIGHT (STORIES/FT.)	3 STORIES, 35'	3 STORIES, 35'
MAXIMUM FLOOR AREA RATIO	1:1	N/A

Metes and Bounds Description: (9.007 Acres)

Being a tract of land, situated in the J. Watkins Survey, Abstract No. 1324, in the Town of Flower Mound, Denton County, Texas, and being the remainder of that tract of land, described by deed to Lewisville Independent School District, as recorded in Volume 2371, Page 830, of the Deed Records, Denton County, Texas (D.R.D.C.T.), said tract being more particularly described as follows:

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THENCE North 24°57'11" West, along the northeasterly monumented line of College Parkway, a distance of 257.59' to the POINT OF BEGINNING and containing 392,362 square feet or 9.007 acres of land, more or less.

MUSTANG CREEK ESTATES
TRACT 14A-1
BEING 9.007 ACRES OUT OF THE
J. WATKINS LAND SURVEY
ABSTRACT NO. 1324
EXISTING ZONING: SINGLE FAMILY OBSOLETE (SFDM)
PLANNED DEVELOPMENT (PD 49)
PROPOSED ZONING: SINGLE FAMILY ESTATE (SF-E) WITH
PD FOR NURSING OR CONGREGATE CARE
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS
SUBMITTED: NOVEMBER 1, 2019

OWNER/APPLICANT: MUSTANG CREEK ENTERPRISES 5000 LEGACY DRIVE, SUITE 210 MCKINNEY, TEXAS 75024 CONTACT: RENEE RAMSEY PHONE: (214) 883-5111	ARCHITECT: CROSS TIMBERS ARCHITECTS 2601 WINDSOR CENTRE TRAIL, SUITE 200 FLOWER MOUND, TEXAS 75028 CONTACT: JENNIFER ALFORD PHONE: (972) 355-7754	ENGINEER/SURVEYOR: KIMLEY-HORN AND ASSOCIATES, INC. 2601 WINDSOR CENTRE TRAIL, SUITE 210 MCKINNEY, TEXAS 75024 CONTACT: ERIC T. JESKE, P.E. PHONE: (469) 301-2582 FIRM NO.: F-928
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© 2020 KIMLEY-HORN AND ASSOCIATES, INC. 260 EAST DAVIS STREET, SUITE 100, MCKINNEY, TX 75069 PHONE: 469-301-2580 WWW.KIMLEY-HORN.COM TX F-928			
FOR REVIEW ONLY Not for construction or permit purposes. Engine: ERIC T. JESKE File No.: 130295 Date: JAN 2020			
KHA PROJECT 064476304	DATE JANUARY 2020	SCALE AS SHOWN	DESIGNED BY DRAWN BY CHECKED BY
TEXAS			FLOWER MOUND
MUSTANG CREEK ESTATES			ZONING / MASTER PLAN EXHIBIT
SHEET NUMBER EX-1			BY DATE



TOWN COUNCIL AGENDA ITEM NO. 17

REGULAR ITEM

DATE: May 18, 2020

FROM: Chuck Russell, Principal Planner

ITEM: Public Hearing to consider an ordinance amending the zoning (ZPD19-0012 – Mustang Creek Assisted Living) from Planned Development District-49 (PD-49) with Single Family Detached (Medium Density) (SFDM) uses to Planned Development District-176 (PD-176) with Single Family Estate (SF-E) uses and a nursing or congregate care facility, with a request for an exception to Section 82-302, Compatibility buffer, of the Code of Ordinances, and with certain waivers, exceptions and modifications to the Code of Ordinances. The property is generally located north of College Parkway, east of Timberland Parkway and south of Locke Drive. (The Planning and Zoning Commission recommended approval by a vote of 5 to 1 at its February 24, 2020, meeting.)



SUMMARY DATA:

- Size – 9.007 acres
- Proposed Zoning – PD for Single Family Estate (SF-E) uses and a nursing or congregate care facility
- Proposed Buildings – 6 buildings limited to a max of 9,000 sf each with a max of 16 resident beds per building
- SMARTGrowth – Passed
- Traffic Analysis – Passed
- Exceptions – Compatibility Buffer, Topographic Slope
- Incentives – N/A

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. During the P&Z meeting, there were concerns brought up by some residents about potential impacts to the area from the proposed project relating to increased traffic and density. There were also questions about whether this request could set a precedent for increased density in other properties currently zoned Estate. Staff explained that a nursing or congregate care facility has always been an allowed use within Estate zoning with the approval of an SUP, so this request would neither change

the Town's development code nor set a precedent for future requests. In response to the residents' concerns, the applicant has added development standards to the ordinance that limit the number of buildings and beds in each building, as well as the buildings' size. The new standards are noted in the summary data above.

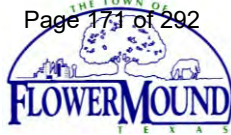
There was also some discussion during P&Z deliberations on the quality and durability of the proposed building materials for the project and whether they could negatively impact property values, as at the time of the P&Z meeting, the project did not fully comply with the Town's Urban Design Guidelines (UDG). The applicant has since updated their elevations so that they are in compliance with all UDG standards.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report
2. Draft Ordinance

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

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



PLANNING AND ZONING COMMISSION
AGENDA ITEM NO: 5
REGULAR ITEM

DATE: February 24, 2020

FROM: Chuck Russell, Principal Planner

ITEM: **Public Hearing to consider a request for rezoning (ZPD19-0012 – Mustang Creek Assisted Living) from Planned Development District-49 (PD-49) with Single Family Detached (Medium Density) (SFDM) uses to Planned Development District-176 (PD-176) with Single Family Estate (SF-E) uses and a nursing or congregate care facility, with a request for an exception to Section 82-302, Compatibility buffer, of the Code of Ordinances, and with certain waivers, exceptions and modifications to the Code of Ordinances. The property is generally located north of College Parkway, east of Timberland Parkway and south of Locke Drive.**

I. ITEM SUMMARY

This application has been reviewed by DRC and determined to be ready for consideration by the Planning and Zoning Commission. There are no outstanding issues.

The project has a companion application, Master Plan Amendment (MPA19-0004), for consideration on the same agenda.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of this application is to request approval of a Planned Development District (PD) to provide for a nursing or congregate care facility on a 9.007 acre unplatted parcel of land. The base zoning district for the proposed PD will be Single Family Estate (SF-E), which is compatible with the surrounding residential zoning districts.

As part of the request, the applicant has asked for certain exceptions to the Code of Ordinances. In summary (see Section III, below, for detail):

Exceptions:

- Section 82-302, Compatibility Buffer in order to not construct the required six-foot-tall masonry wall along the eastern property line.
- Section 98-147, Topographical Slope Protection to impact portions of the property with slopes greater than 12% as depicted in the approved Environmental Protection Plan.

The proposed use is defined in Chapter 98 of the Town Code as a “Nursing or congregate care facility,” which is allowed subject to approval of a Specific Use Permit (SUP) within the proposed PD base zoning district (SF-E). The requested PD will allow this use by right.

The conceptual site plan provides for six one-story buildings that will accommodate 96 assisted living units (16 units per building). The property will also provide for courtyard areas for the residents, surface parking, and retention pond areas. The perimeter of the site along all rights-of-way will be secured by six-foot-tall wrought iron fencing with masonry columns. Two points of access are being provided from College Parkway and the applicant is providing 64 of the required 64 parking spaces.

Exclusive of the requested exceptions, the conceptual plans [see Attachment B(1)] provide for a proposed development that complies with the development standards in the PD base zoning district (SF-E), as well as required landscaping and buffering.

The proposed conceptual elevations are in compliance with the Urban Design Plan except that secondary masonry (hardi-board siding) will exceed 20% of the total square footage on several elevations. The applicant intends to give the proposed buildings a residential appearance in order to blend in with the surrounding single family homes, many of which also incorporate siding into their elevations. The Town has recognized hardi-board siding as an allowable masonry product for residential construction.

III. REQUESTED EXCEPTIONS

A. Exception to Section 82-302, Compatibility Buffer

A landscape buffer shall be located on the site of the nonresidential use along all property lines adjacent to an existing residential use or zoning, or designated for residential use on the comprehensive master plan. The property requires a compatibility buffer along the eastern property line:

A brick wall or masonry wall with stucco or mortar wash finish, both exterior finishes being the same, shall be constructed along the property line. Such walls shall have no vehicular access point into or from an alley and shall be a minimum of six feet in height, except that the first 25 feet in from the street line may be stepped down to a minimum height of four feet. For nonresidential and multi-family development (except for churches or schools), the landscaped setback shall consist of a minimum 25-foot landscaped buffer. Understory plants shall be provided in order to achieve a continuous dense six-foot screen. Native shade trees, a minimum of three-inch caliper each, shall be provided at a ratio of one tree per 400 square feet of buffer area.

The applicant is requesting to not construct the required six-foot-tall masonry wall along the eastern property line adjacent to existing developed single family lots (approximately 750 linear feet). The applicant is proposing a buffer 75-feet-wide along the eastern property line, exceeding the required buffer width by 50 feet. The proposed buffer will preserve many of the existing protected trees although some of these trees will be impacted by a proposed stream relocation. The required number of buffer trees will be retained or planted if removed.

B. Exception to Section 98-147, Topographic Slope

According to 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."

The developer is seeking an exception to impact protected slopes greater than 12%. The approved Environmental Protection Plan (EPP) depicts a total of 1.02 acres of the site with slopes greater than 12%. The proposed conceptual site plan currently depicts approximately 0.37 acres of impacts to these slopes. However, the developer is seeking an exception to impact approximately 0.5 acres of slopes greater than 12% because the current proposed site plan is conceptual and final grading limits are not fully known. The increase in impacts to approximately 0.5 acres is to account for grading around these slopes to join existing topography.

Section 98-147 "Topographical slope protection" allows for an applicant to request an exception to these standards as follows:

Exception. An exception to this requirement may be approved by the Town Council by the affirmative vote of at least three-fourths super majority vote of all members of the town council, for any development that keeps the character of the natural topography, and integrates the development into and maintains the overall integrity of the natural topography.

In considering an exception to this criterion, the town shall, in addition to the foregoing, consider the effects of granting an exception on other environmental features such as trees, habitats, floodplains, scenic vistas, ridgelines, and other environmental features as well as adjacency to established developments and neighborhoods.

Environmental Conservation Commission

On February 4, 2020, the Environmental Conservation Commission (ECC) recommended approval of a request by the applicant to remove four specimen trees on the site and recommended denial of the removal of four specimen trees on the site. The applicant had requested a total of 8 specimen trees be removed. The applicant has since redesigned the development and is now requesting the removal of five specimen trees. The item will be forwarded to the Town Council for consideration at the same time as the subject project. The February 4 ECC meeting can be viewed here:

<http://flowermoundtx.swagit.com/play/02042020-1488/8/>

IV. CORRESPONDENCE

The Town Code requires both public notice in a newspaper of general circulation (Denton Record Chronicle) and notification of the property owners within 200 feet of the subject property for all Zoning Amendment requests. At the time this report was written, the Town had received 0 items of correspondence in support and 1 item of correspondence in opposition to the request. All written correspondence was sent directly to the Planning and Zoning Commission according to the new public communication process.

V. ATTACHMENTS

A. Background Information

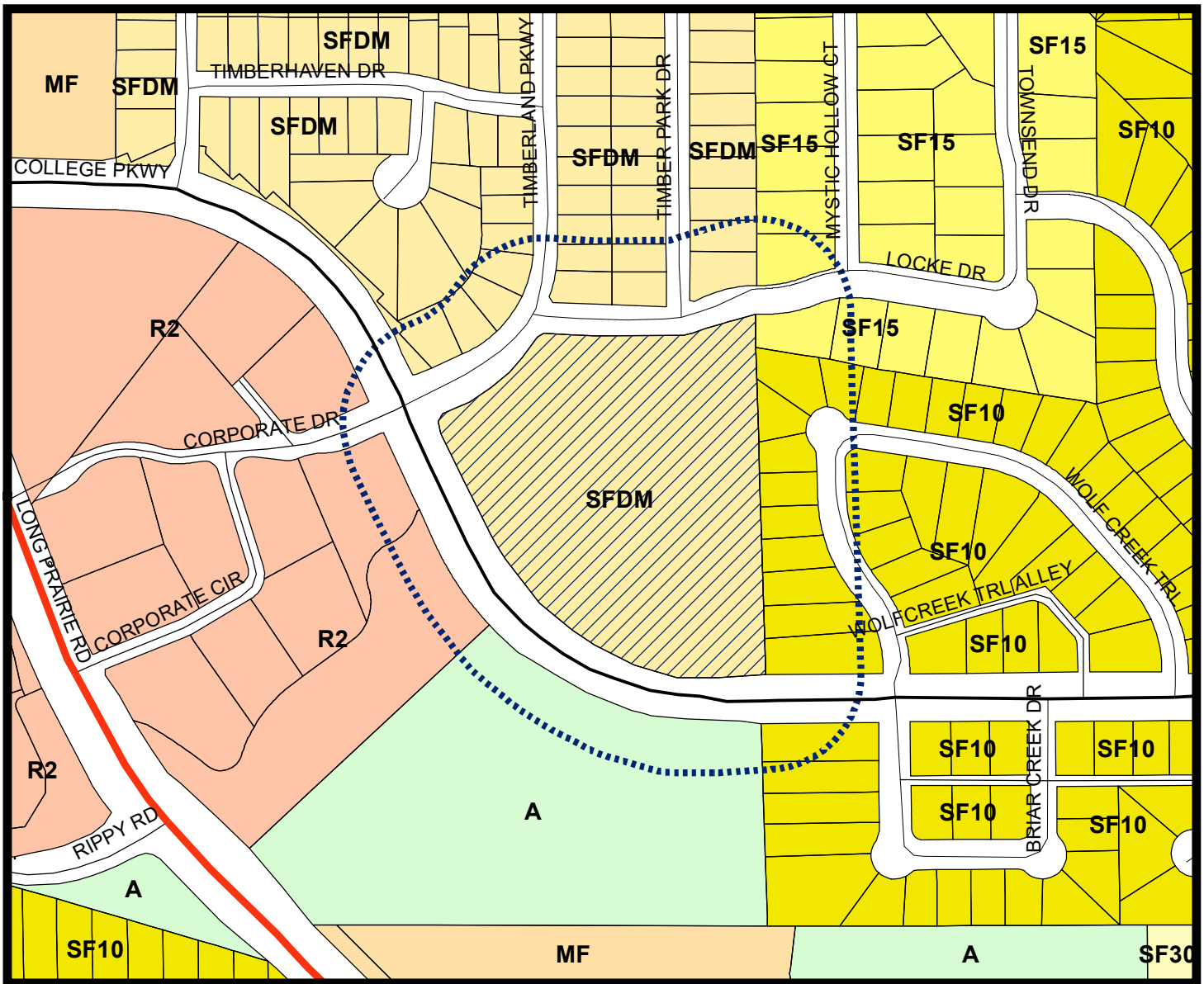
1. Vicinity Map
2. Letter of Intent
3. Environmental Protection Plan (EPP)

B. Application Details

1. Planned Development Zoning Package
2. Draft Planned Development (PD) Standards

Vicinity Map

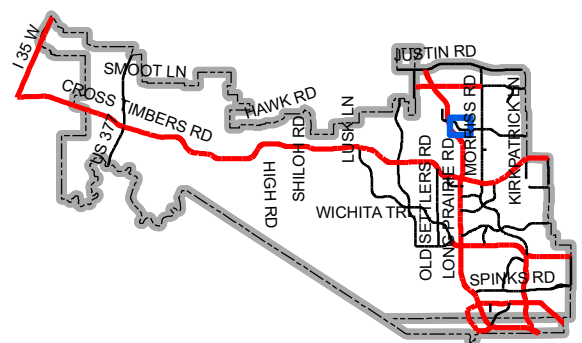
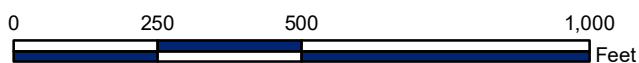
Reference Project: MPA19-0004 & ZPD19-0012



LEGEND

- Agriculture
- Multi-Family
- Retail 2
- Single Family 10
- Single Family 15
- Single Family 30
- Single Family Density Medium

- Subject Property
- 200 ft Notification Buffer around Property



Map Location

January 13, 2020

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

**RE: *Letter of Intent –Zoning Change Request for Mustang Creek Estates
Flower Mound, TX***

To Whom It May Concern:

The purpose of the zoning change request is to allow for development of the ±9.01-acre tract at the SE corner of College Parkway and Timberland Parkway. The site is currently zoned "Floodplain", which is not conducive for development of the site. The property was previously removed from the FEMA effective floodplain, so this designation is no longer appropriate. Mustang Creek Estates is requesting to rezone the property to "Single Family Estate" with a Planned Development (PD) to allow for "nursing or congregate care". The Concept Plan associated with the PD shows the lot to be undivided with the intention of preserving the natural features of the property. The zoning change will allow the commercial development, while maintaining the residential appearance, blending with the adjacent uses.

The overall goal in the development of this site is to preserve the natural features that exist and blend with the surrounding community. We believe the Concept Plan establishes this intention and is a great use of the property.

Please contact me at (469) 301-2582 or eric.jeske@kimley-horn.com should you have any questions.

Thank you,

KIMLEY-HORN AND ASSOCIATES, INC. (Firm No. F-928)



Eric T. Jeske, P.E.

(License No. 130295)

Environmental Protection Plan

Mustang Creek Assisted Living
Flower Mound, Denton County, Texas

Prepared For:

Mustang Creek Enterprises
5000 Legacy Drive, Suite 210
Plano, Texas 75024

FEBRUARY 2020 | VERSION 2

Prepared By:

Kimley-Horn and Associates, Inc.
Two Galleria Office Tower, Suite 700
Dallas, TX 75240



Table of Contents

Project Description and Purpose2

Site Description and Background Mapping.....3

Environmentally Sensitive Area Criteria5

State and Federally Listed Species Information7

Proposed Development Plan.....10

Conclusion11

ENVIRONMENTAL PROTECTION PLAN

PROJECT DESCRIPTION AND PURPOSE

Kimley-Horn and Associates, Inc (Kimley-Horn) developed this Environmental Protection Plan (EPP) for the proposed Mustang Creek Assisted Living residential development to satisfy the Town of Flower Mound's (Town) development requirements. The Mustang Creek Assisted Living development is located on an approximately 9-acre tract in the Town of Flower Mound, Denton County, Texas (site or study area). The site is generally located in the southeast corner of Timberland Parkway and College Parkway in Flower Mound, as shown on Sheet 1 in Appendix A. This EPP was developed in accordance with the Town's SMARTGrowth Program.

The project proposes to construct a residential assisted living development to meet the needs of this rapidly expanding area. Associated support infrastructure, such as drives, wet detention facility, underground utilities, and parking will also be constructed.

A review of the site by Mr. James Hoefert, with the Town of Flower Mound, Development Services & Environmental Services, was conducted to initially identify Environmentally Sensitive Area (ESA) criteria within the study area. The Environmentally Sensitive Area Survey results were provided to Kimley-Horn on January 13, 2020 (Appendix C). That report states that multiple ESAs are located within the study area which include: Riparian Habitat, Waters of the State, Wetlands, and Topographical Slope Protection.

On January 29, 2020, Kimley-Horn conducted a site visit with the objective of collecting data necessary to revise the Town's ESA survey, delineate aquatic resources, and to formulate this EPP. The EPP will outline applicable best management practices (BMPs) to minimize habitat loss, maintain continuity of tree stands and other wildlife habitat areas or corridors, and identify proposed measures to inform and educate future residents or occupants about the EPP.

SITE DESCRIPTION AND BACKGROUND MAPPING

The study area is located in the Timber Creek-Elm Fork Trinity River watershed (United States Geological Survey (USGS) Hydrologic Unit Code (HUC) 1203010310. The center coordinates of the study area are Latitude 33.0532 and Longitude: -97.0701 (1983 North American Datum (NAD) Coordinates).

The study area is shown on Sheet 1 in Appendix A. Sheet 1 provides a vicinity map which depicts the general location of the study area. Sheet 2 depicts the boundaries of the study area on United States Geological Survey (USGS) Topographic base data. Sheet 3 depicts the location of likely waters of the U.S. and Kimley-Horn's revisions to the Town of Flower Mound's ESA boundaries with recent aerial photography from Nearmap (October 2019) used as base data. Aerial photography from 1996 serves as base data for Sheet 4. The proposed site plan and Environmentally Sensitive Area (ESA) boundaries are shown on Sheet 5.

Sheet 1 in Appendix B shows the general location and direction of representative ground-level photographs taken during the site visit that took place on January 29, 2020. The two-digit numbering system on the sheet corresponds to the site visit photograph numbers, included in Appendix B.

The site currently is undeveloped, with a fence along the eastern boundary of the property. Based on Kimley-Horn's ESA review, the site contains large wooded areas, one ephemeral stream, one upland drainage feature, and one relict channel (Sheet 3 in Appendix A). The stream travels the length of the site from the northeastern corner of the site. The upland drainage feature is located in the northeast corner of the site, and the relict channel is located in the southeast corner of the site.

The Town's ESA survey listed one wetland; however, based on Kimley-Horn's delineation, the area where S1 and UD1 converge (Sheet 3 in Appendix A) should not be classified as a wetland according to USACE criteria. The Town's ESA classified three other aquatic features as streams (Appendix C); however, it is Kimley-Horn's analysis that two segments in the northeast corner and southeast corner should be classified as an upland drainage feature and a relict channel, respectively. These features would likely not be considered waters of the U.S. (Sheet 3 in Appendix A). In addition, the portion of ESA stream extending from the center of the study area into the southeast corner of the site was not confirmed in the field as an aquatic feature. It appears this area was a stream or swale in the past, but it has since stopped receiving flow and should not be classified as an aquatic feature according to USACE criteria.

The site topography varies from approximately 585-feet above mean sea level (MSL) in the northern portion of the study area to approximately 575-feet above MSL along the center of the stream and in the southern portion of the study area.

FEMA FLOODPLAIN

The Federal Emergency Management Agency (FEMA) designates areas of mapped floodway and floodplain; these mapped areas are shown in Appendix D. This map was used to determine that the study area is located outside the mapped FEMA 100-year floodplain.

NATIONAL WETLANDS INVENTORY MAP

The United States Fish and Wildlife Service's (USFWS) National Wetland Inventory (NWI) Wetlands Mapper was used to generate a NWI map for the study area. Although these maps are not always accurate, two mapped aquatic features are depicted on the site: one freshwater forested/shrub wetland

(PFO1A) and one freshwater pond feature (PUBHh) are shown within the study area on the NWI map. A reproduction of this map is provided in Appendix E.

USDA SOILS DATA

According to the USDA Texas Soil Survey for Denton County, none of the mapped soil types are located on the Denton County hydric soils list and wetlands would not be expected (Appendix F).

VEGETATIVE CHARACTERISTICS

Vegetation on the study area was dominated by upland species including: poison ivy (*Toxicodendron radicans*), greenbrier (*Smilax rotundifolia*), golden rod (*Solidago spp.*) mesquite (*Prosopis glandulosa*), eastern redcedar (*Juniperus virginiana*), western ragweed (*Ambrosia psilostachya*), American elm (*Ulmus americana*), post oak (*Quercus stellata*), and cedar elm (*Ulmus crassifolia*). The majority of the study area is a combination of mixed forest and disturbed open areas.

ENVIRONMENTALLY SENSITIVE AREA CRITERIA

The Town of Flower Mound categorizes an ESA as one of the following: Upland Habitat, Riparian Habitat, Prairie Habitat, Waters of the State, Floodplain, Wetlands, Water Impoundment Protection and Topographical Slope Protection. The Town conducted an ESA Survey for the proposed development site (Appendix C). Kimley-Horn conducted a site visit to revise the Town's ESA boundaries (Sheet 3 in Appendix A). The following discussion is a summary of the revised Kimley-Horn ESA Survey results for the site with brief definitions of the ESA criteria.

UPLAND HABITAT

The Town Defines Upland Habitat as:

"Areas, a minimum of ten acres in size, equal to or exceeding 50 trees per acre, which contain a predominant matrix of tree species identified in the town's protected tree list. Any tree species that makes up over 30 percent of the population within a complex is considered to be the predominant species."

Areas of Upland Habitat were not delineated at the site, because the site totals only 9-acres in size with surrounded by developed land.

RIPARIAN HABITAT

The Town Defines Riparian Habitat as:

"Areas designated within the FEMA 100-year floodplain or interconnected and adjacent to wetland, tree and understory vegetation and including significant stands of predominantly native water-related habitat. These areas include wetlands."

The site does not contain areas of mapped FEMA 100-year floodplain. According to the Town's ESA survey and Kimley-Horn's ESA survey, Riparian Habitat was observed at the site along the stream that is mapped on Sheet 3 in Appendix A.

PRAIRIE HABITAT

The Town Defines Prairie Habitat as:

"Areas designated as containing onsite predominant distributions of climax or mid-successional native grass species underlain by intact (noneroded) prairie and savannah soil types."

According to the Town's ESA survey and Kimley-Horn's ESA survey, Prairie Habitat was not observed at this site.

WATERS OF THE STATE

The Town Defines Waters of the State (WOTS) 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 costal, 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."

Waters of the State ESA is present on the site. Kimley-Horn completed a stream and wetland delineation and mapped one Water of the State, ephemeral stream one (S1 on Sheet 3 in Appendix A).

Two of the mapped aquatic features would likely not be considered a water of the U.S. according to the USACE. The upland drainage (UD1 on Sheet 3 in Appendix A) would likely not be considered jurisdictional, because it does not appear to have an ordinary high water mark and flow has likely been directed from upland stormwater drainage. The relict channel (RC1 on Sheet 3 in Appendix A) would likely not be considered jurisdictional because it also appears to lack an OHWM.

Based on the concept site plan, 68% (570-linear feet) of the existing ephemeral stream would be preserved. 270-linear feet of ephemeral stream is proposed to be impacted based on the concept plan. Proposed direct impacts to the stream are shown as a red line labelled “impacted stream” on Sheet 5 in Appendix A. Impacts to the stream are proposed to remain under 300-linear feet in order to qualify for permitting through the U.S. Army Corps of Engineers using a Nationwide Permit. If impacts occur to the ephemeral stream, beyond the threshold of 300-linear feet, a USACE permit will be utilized.

FLOODPLAIN

Floodplain ESA was not present because the site does not contain areas of mapped FEMA 100-year floodplain.

WETLANDS

The Town Defines Wetlands as:

“Jurisdictional wetlands as defined by the federal Clean Water Act and the standards and guidelines in use by the United States Army Corps of Engineers, including the Federal Manual for Identifying and Delineating Jurisdictional Wetlands.”

Kimley-Horn completed a wetland delineation at the site. The results indicated that there were no wetlands located at the site.

WATER IMPOUNDMENT PROTECTION

The Town's SMARTGrowth Program requires preservation and enhancement of impoundments greater than 0.5-acre identified at proposed developments. According to the Town's ESA survey and Kimley-Horn's ESA survey, no water impoundments were observed on this site.

TOPOGRAPHICAL SLOPE PROTECTION

The Town's SMARTGrowth Analysis contains topographical slope protection criterion as it applies to development on existing topographical slopes of 12% or greater, or projects that propose to alter existing topographical slopes that are less than 12% but equal to or greater than 5% (other than within 5-feet of the footprint of the proposed structure or structures). This criterion applies when the stated topographical slopes exist for a total vertical rise greater than 6-feet over a total horizontal distance of 50-feet.

Based on the Town's topographic slope protection map, some areas on the site contain slopes between 5% and 12% and are subject to corresponding development criteria. Those areas are highlighted in Appendix C. Kimley-Horn re-analyzed a more recent elevation data set to develop an updated slope map to calculate slope impacts at a smaller scale than the Town analysis.

The proposed site plan will avoid impacts to approximately 1.65-acres of slopes between 5% and 12%; approximately 0.65-acre of slopes greater than 12%. The proposed site plan will impact approximately 1.15-acres of slopes between 5% and 12%; approximately 0.37-acre of slopes greater than 12%. Areas within 5-feet of the footprint of proposed structures include: approximately 0.47-acres of slopes between 5% and 12% (Sheet 6 in Appendix A).

The developer is seeking an exception to impact protected slopes greater than 12%. The proposed site plan currently depicts approximately 0.37-acre of impacts to slopes greater than 12%; however, the developer is seeking an exception to impact: approximately 0.5-acre of slopes greater than 12% because the current proposed site plan is conceptual and final grading limits are not fully known. The increase in impacts to approximately 0.5-acre is to account for grading around these slopes to join existing topography.

STATE AND FEDERALLY LISTED SPECIES INFORMATION

Kimley-Horn performed a review of readily accessible resources to assess the potential for state or federally listed species to be found on site prior to field reconnaissance.

A review of the United States Fish and Wildlife Service (USFWS) Information, Planning and Conservation System (IPaC) (<http://ecos.fws.gov/ipac>, January 28, 2020), listed four threatened and endangered species for Denton County (Appendix G).

A review of the Texas Parks and Wildlife Department (TPWD) Annotated County Lists of Rare Species for Denton County (http://www.tpwd.state.tx.us/landwater/land/maps/gis/ris/endangered_species/, last revised 7/17/2020) listed several State listed Rare, Threatened and Endangered Species (Appendix H). During the site visit, the study area was evaluated for suitable habitat for listed species and compared to the database information that was compiled. No USFWS designated Critical Habitat is present within the study area. The table below includes information on both state and federally listed species in Denton County.

Table 1, below, is a Summary of the State and Federally listed species for Denton County.

Species	Federal Status	State Status	Potential Suitable Habitat Present?	Species Impact / Effect	Pertinent Project Information
Amphibians					
Strecker's chorus frog , <i>Pseudacris streckeri</i>	Not listed	Species of concern	No	No Impact	--
Woodhouse's toad , <i>Anaxyrus woodhousii</i>	Not listed	Species of concern	No	No Impact	--
Birds					
Bald Eagle , <i>Haliaeetus leucocephalus</i>	Not listed	Threatened	Yes	No Impact	Large trees and water present, however no nests or individuals were observed on site.
black rail , <i>Laterallus jamaicensis</i>	Threatened	Species of concern	No	No Impact	--
Franklin's gull , <i>leucophaeus pipixcan</i>	Not listed	Species of concern	No	No Impact	--
Interior least tern , <i>Sterna antillarum athalassos</i>	Endangered	Endangered	No	No Effect	--
mountain plover , <i>Charadrius montanus</i>	Not Listed	Species of concern	No	No Effect	--
Piping plover , <i>Charadrius melodus</i>	Threatened	Threatened	No	No Effect	--
Red knot , <i>Calidris canutus rufa</i>	Threatened	Species of concern	No	No Effect	--

Species	Federal Status	State Status	Potential Suitable Habitat Present?	Species Impact / Effect	Pertinent Project Information
Western Burrowing Owl , <i>Athene cunicularia hypugaea</i>	Not listed	Species of concern	Yes	No Impact	No burrows or individuals were observed on site.
White faced-ibis , <i>Plegadis chihi</i>	Not listed	Threatened	No	No Effect	--
Whooping crane , <i>Grus Americana</i>	Endangered	Endangered	No	No Effect	--
Insects					
American bumblebee , <i>Bombus pensylvanicus</i>	Not listed	Species of concern	No	No Effect	--
Mammals					
American badger , <i>Taxidea taxus</i>	Not listed	Species of concern	No	No Effect	--
big brown bat , <i>ptesicus fuscus</i>	Not listed	Species of concern	No	No Effect	--
big free-tailed bat , <i>Nyctinomops macrotis</i>	Not listed	Species of concern	No	No Effect	--
black-tailed prairie dog , <i>Cynomys ludovicianus</i>	Not listed	Species of concern	No	No Effect	--
eastern red bat , <i>Lasiurus borealis</i>	Not listed	Species of concern	No	No Effect	--
eastern spotted skunk , <i>spilogale putorius</i>	Not listed	Species of concern	No	No Effect	--
hoary bat , <i>Lasiurus cinereus</i>	Not listed	Species of concern	No	No Effect	--
long-tailed weasel , <i>Mustela frenata</i>	Not listed	Species of concern	No	No Effect	--
Mexican free-tailed bat , <i>Tadarida brasiliensis</i>	Not listed	Species of concern	No	No Effect	--
mink , <i>Neovision vision</i>	Not listed	Species of concern	No	No Effect	--
mountain lion , <i>Puma concolor</i>	Not listed	Species of concern	No	No Effect	--
Plains spotted skunk , <i>Spilogale putorius interrupta</i>	Not listed	Species of concern	Yes	Not likely to adversely effect	Historic agricultural use make it unlikely this species would be observed on site. No individuals were observed on site.
southern short-tailed shrew , <i>Blarina carolinensis</i>	Not listed	Species of concern	No	No Effect	--
swamp rabbit , <i>Sylvilagus aquaticus</i>	Not listed	Species of concern	No	No Effect	--
thirteen-lined ground squirrel , <i>ictidomys tridecemlineatus</i>	Not listed	Species of concern	No	No Effect	--
tricolored bat , <i>Perimyotis subflavus</i>	Not listed	Species of concern	No	No Effect	--
western hog-nosed skunk , <i>Conepatus leuconotus</i>	Not listed	Species of concern	No	No Effect	--
woodland vole , <i>Microtus pinetorum</i>	Not listed	Species of concern	No	No Effect	--
Mollusks					
Louisiana pigtoe , <i>Pleurobema riddellii</i>	Not listed	Threatened	No	No Impact	--

Species	Federal Status	State Status	Potential Suitable Habitat Present?	Species Impact / Effect	Pertinent Project Information
Sandbank pocketbook , <i>Lampsilis satura</i>	Not listed	Threatened	No	No Impact	--
Texas heelsplitter , <i>Potamilus amphichaenus</i>	Not listed	Threatened	No	No Impact	--
Reptiles					
American alligator , <i>Alligator mississippiensis</i>	Not listed	Species of concern	No	No Impact	--
common garter snake , <i>Thamnophis sirtalis</i>	Not listed	Species of concern	No	No Impact	--
eastern box turtle , <i>Terrapene Carolina</i>	Not listed	Species of concern	No	No Impact	--
slender glass lizard , <i>Ophisaurus attenuatus</i>	Not listed	Species of concern	No	No Impact	--
smooth softshell , <i>Apalone mutica</i>	Not listed	Species of concern	No	No Impact	--
Texas garter snake , <i>Thamnophis sirtalis annectens</i>	Not listed	Species of concern	Yes	No Impact	Habitat within the study area is low quality, and past agricultural uses make it unlikely that this species would be present.
Texas horned lizard , <i>Phrynosoma cornutum</i>	Not listed	Species of concern	No	No Impact	--
Timber rattlesnake , <i>Crotalus horridus</i>	Not listed	Species of concern	Yes	Not likely to adversely effect	Low quality habitat is present on site; however no individuals were observed on site.
western box turtle , <i>terrapene ornate</i>	Not listed	Species of concern	No	No Impact	--
western hognose snake , <i>heterodon nasicus</i>	Not listed	Species of concern	No	No Impact	--
western rattlesnake , <i>Crotalus viridis</i>	Not listed	Species of concern	No	No Impact	--
Plants					
Glen Rose yucca , <i>Yucca necopina</i>	Not listed	Species of concern	No	No Impact	--
Topeka purple-coneflower , <i>Echinacea atrorubens</i>	Not listed	Species of concern	No	No Impact	--

No rare or listed species were observed during field reconnaissance. Limited, low-quality habitat for listed species is present within the study area within the open fields, however historic land use for agriculture makes it unlikely that listed species would be present. 'Take' of either state or federally listed species is limited by law and enforced by multiple agencies. It is Kimley-Horn's opinion that it is unlikely that listed species would be impacted by the proposed project. However, if state or federally listed species are observed within the project area during construction all impacts to these species should be avoided.

PROPOSED DEVELOPMENT PLAN

The current site plan proposes the property to be developed as a residential assisted living development. The goals of this project are to provide a variety of services to the growing community of the Town of Flower Mound, while seeking to preserve natural resources to the maximum extent practicable, while achieving development feasibility. Impacts to ESAs have been minimized, where practicable, to reduce overall impact to the natural habitats onsite. Best Management Practices (BMPs) will be employed during construction to retain sediments and other pollutants onsite.

MITIGATION MEASURES DURING CONSTRUCTION

The following mitigation measures will be employed through the planning and construction of the project:

- The site plan has been designed to preserve as many trees and ESAs as possible while still maintaining an economically viable development project and in conformance with the Town's applicable zoning criteria.
- Stormwater control devices will be installed and maintained during construction to limit sediment and pollutant runoff, to reduce velocity of concentrated flows, and protect downstream water quality.
- Stormwater Pollution Prevention Plan(s) will be utilized during construction activities per local, state, and federal requirements.
- Major soil disturbing activities will be sequenced to preserve existing vegetation.
- During construction, procedural BMPs will be implemented to minimize impacts to resident and migrant native wildlife.
- Fill placed into jurisdictional waters of the U.S. will be authorized by a U.S. Army Corps of Engineers permit.
- Active migratory bird nesting areas will be avoided 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.
- Areas of planned green space will be incorporated into the development to offset the loss of upland habitat.
- Efforts will be made to integrate the development into the natural topography of the site utilizing BMP's from the Town's engineering and construction standards in compliance with Sec. 98-147 (Town of Flower Mound Code of Ordinance – Topographical Slope Protection).

CONCLUSION

It is our opinion that this project is expected to have no effect on the federally listed species and is not expected to have adverse impacts on state listed animal or plant species. Resident or migrant wildlife that may be displaced by the proposed development are highly mobile and generally benefit from urban landscapes.

The developer is seeking an exception to impact protected slopes greater than 12%. The proposed site plan currently depicts approximately 0.37-acre of impacts to slopes greater than 12% (Sheet 6 in Appendix A); however, the developer is seeking an exception to impact: approximately 0.5-acre of slopes greater than 12% because the current proposed site plan is conceptual and final grading limits are not fully known. The increase in impacts to approximately 0.5-acre is to account for grading around these slopes to join existing topography.

Efforts were made to design a development footprint that minimizes impacts to Town ESA and natural habitat. Areas within the development will remain as natural habitats and wildlife corridors for the surrounding area.

This EPP, including applicable structural and procedural BMPs, will be implemented to minimize ESA loss, minimize habitat loss, maintain continuity of tree stands and other wildlife habitat areas, while allowing for practicable development.

Please contact us by phone at (972) 770-3029 or by email at alex.brown@kimley-horn.com, if you have questions or need additional information about this Environmental Protection Plan.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Emma Roquemore



Alex M. Brown, PWS

APPENDIX A

Study Area Maps



K:\Data_Environmental\Projects\064476300 - Mustang Creek - 1 - Flower Mound - EIR\Drawings\Vicinity Map.mxd

Legend

 Study Area, ~9.0-acres

SHEET

1

DATE: 01/27/2020

DRAWN: EKR

CHECKED: AMB

KHA NO.: 064476300

Vicinity Map

Source: Esri

**Mustang Creek
Assisted Living**

Flower Mound, Denton Co., Texas



Kimley»Horn

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



Legend

 Study Area, ~9.0-acres

0 350 700 1,400 Feet

SHEET

2

DATE: 01/27/2020

DRAWN: EKR

CHECKED: AMB

KHA NO.: 064476300

USGS Topographic Map

Quad Name: Lewisville West

Mustang Creek Assisted Living

Flower Mound, Denton Co., Texas



Kimley»Horn

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K:\Data_Environment\Projects\01476300 - Mustang Creek - 1 - Flower Mound - EIR\Drawings\Aquatic Resource Map.mxd

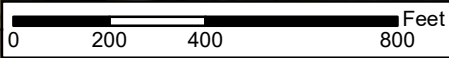
SHEET 3	DATE: 01/29/2019 DRAWN: EKR CHECKED: AMB KHA NO.: 064476300	Aquatic Resource Delineation Map Source: Nearmap, Oct. 2019	Mustang Creek Assisted Living Flower Mound, Denton Co., Texas		Kimley»Horn This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.
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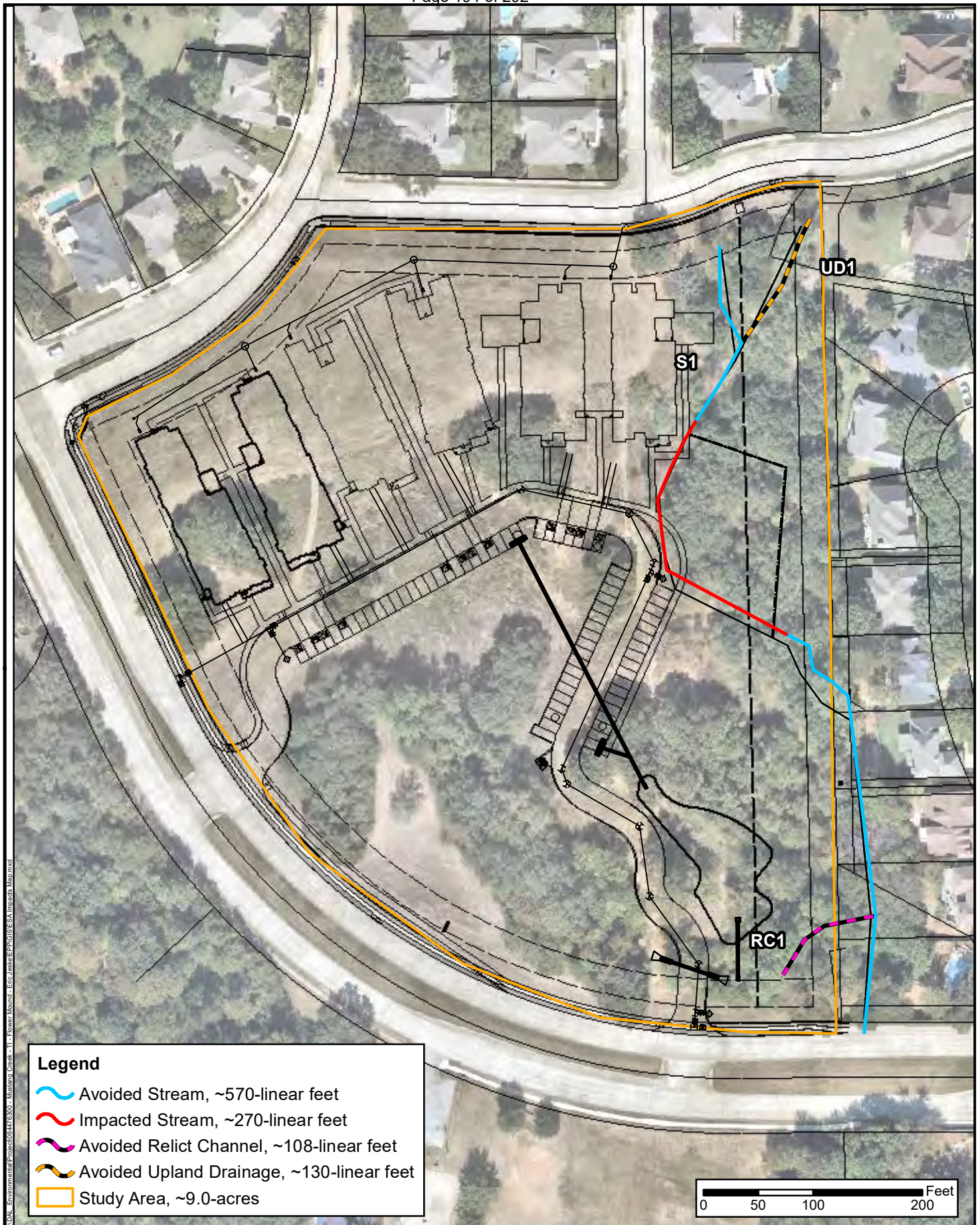
K:\DATA - Environmental\Projects\064476300 - Mustang Creek - 1 - Flower Mound - E-File\Map\Map20190601.mxd

Legend

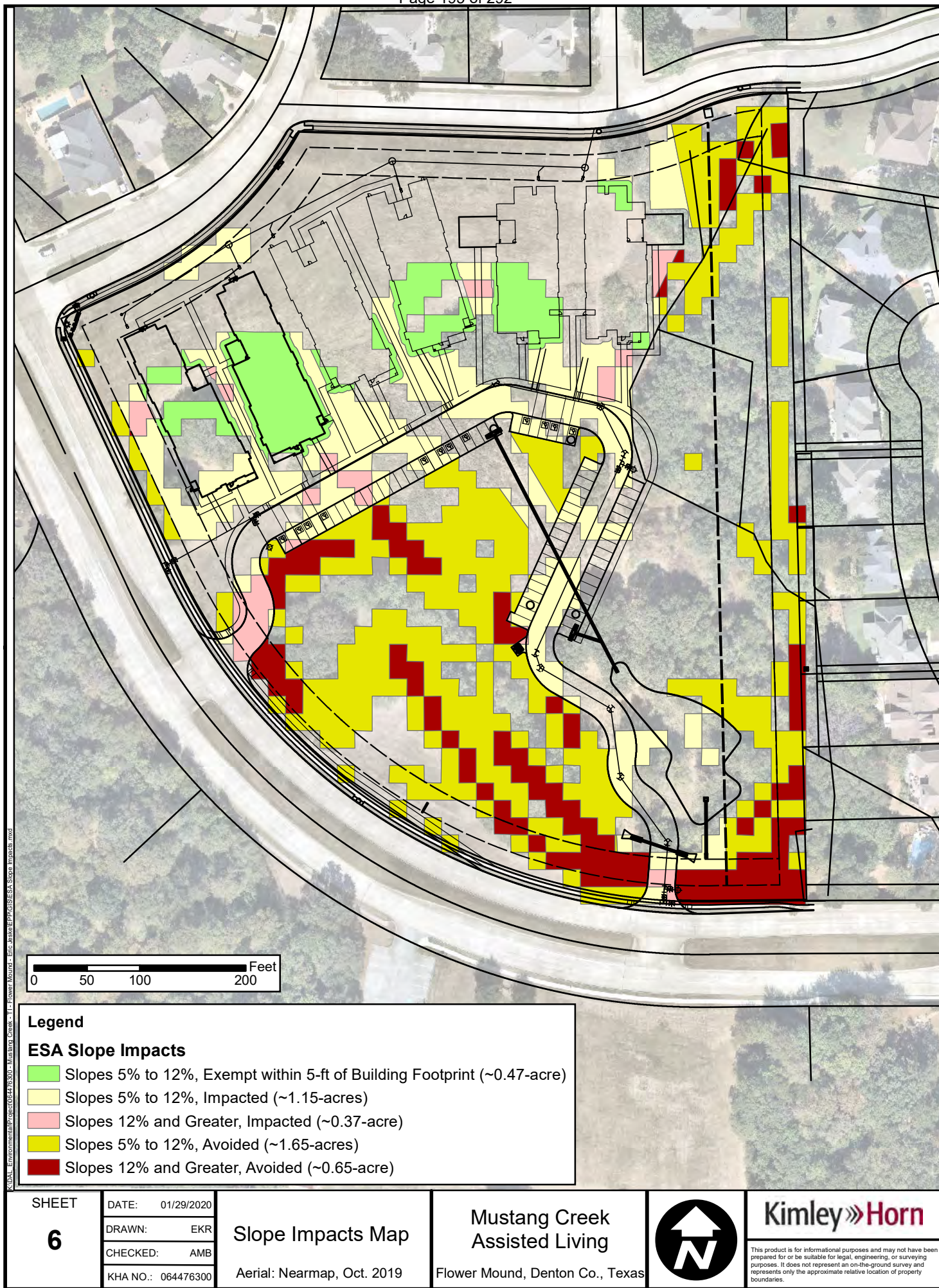
 Study Area, ~9.0-acres



SHEET 4	DATE: 01/27/2020	Historic Aerial Map TNRIS 1996	Mustang Creek Assisted Living Flower Mound, Denton Co., Texas		Kimley»Horn This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.
	DRAWN: EKR				
	CHECKED: AMB				
	KHA NO.: 064476300				

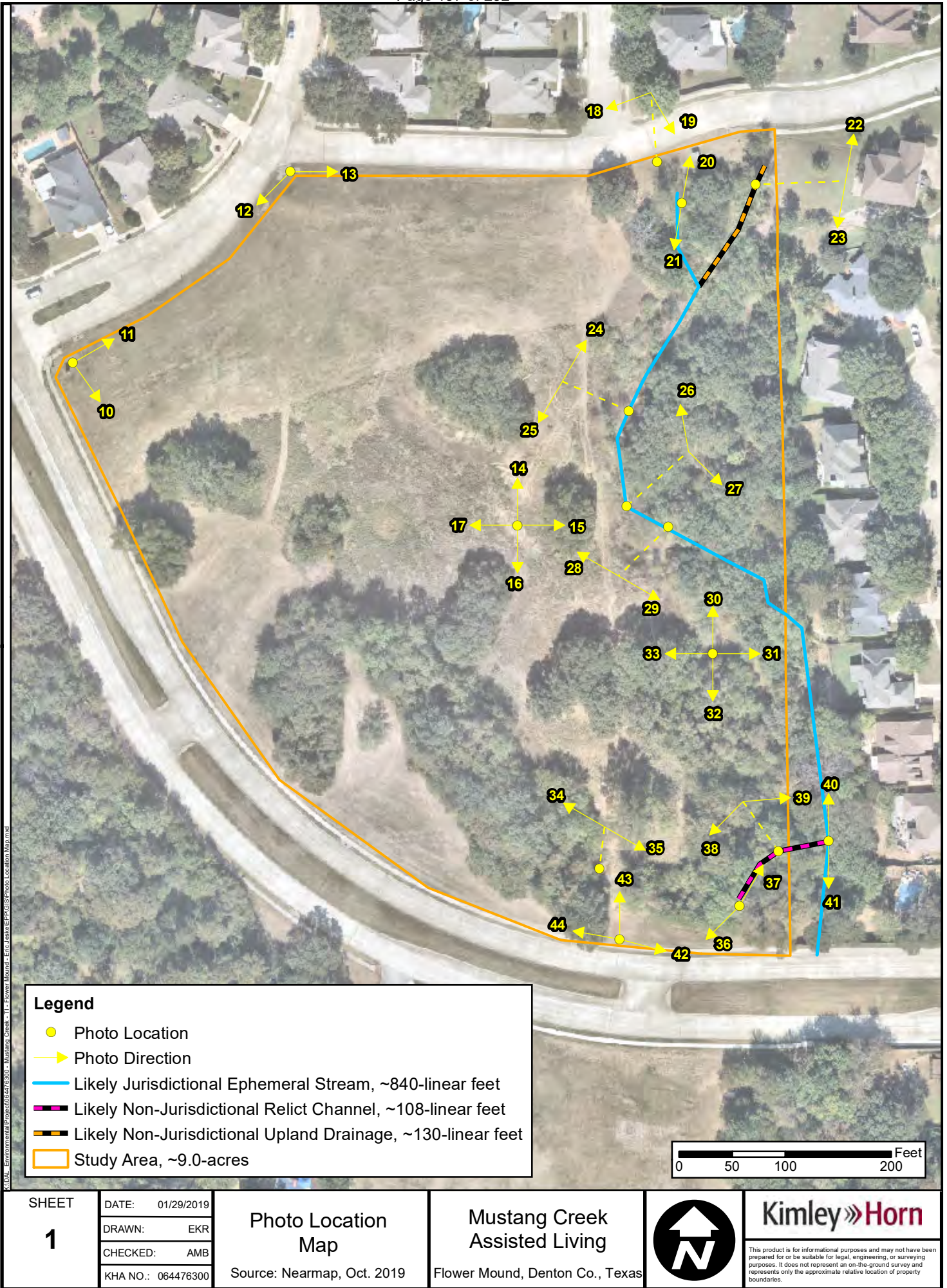


SHEET 5	DATE: 01/27/2020 DRAWN: EKR CHECKED: AMB KHA NO.: 064476300	ESA Impacts Map Source: Nearmap, Oct. 2019	Mustang Creek Assisted Living Flower Mound, Denton Co., Texas		Kimley»Horn This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.
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APPENDIX B

Site Visit Photos



K:\DATA - Environmental\Projects\01476300 - Mustang Creek - 11 - Flower Mound - ECR\Images\Photos\Photo Location Map.mxd



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Photos were taken on 01/29/2020



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Photos were taken on 01/29/2020



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Photos were taken on 01/29/2020

APPENDIX C

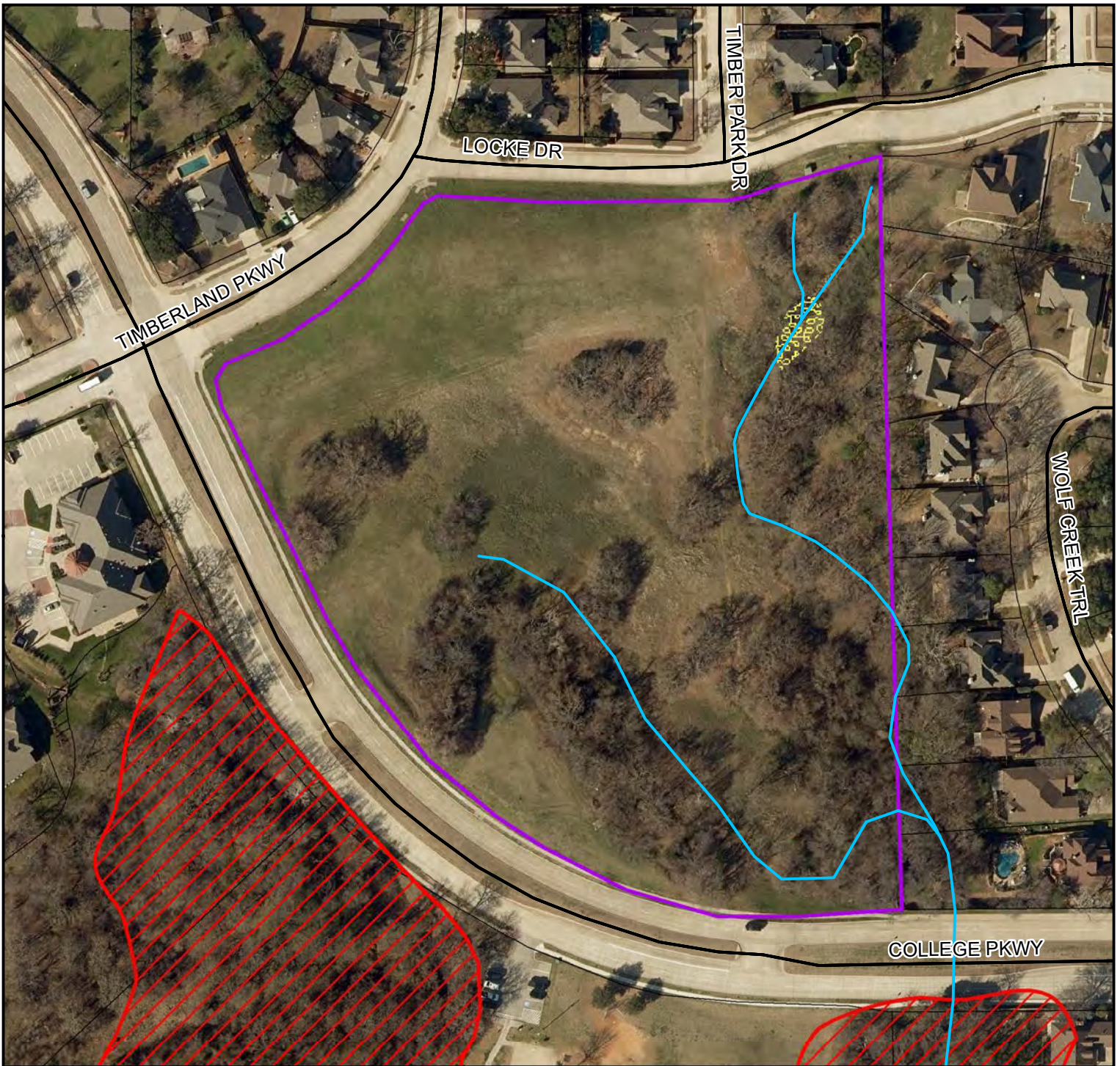
Town of Flower Mound

ESA Survey



Environmentally Sensitive Area Survey

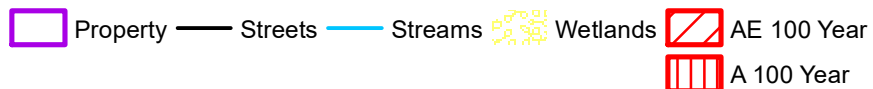
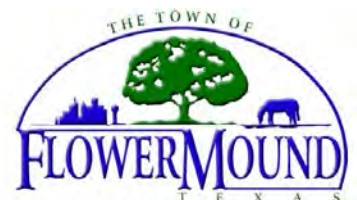
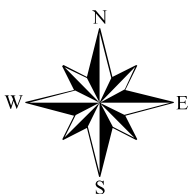
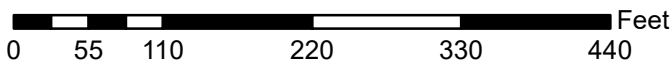
Property Name: Mustang Creek Estates		Contact: Larry Clendenen, with Kimley Horn	
Property Address: Generally located east of College Parkway and South of Timberland Parkway			
Environmentally Sensitive Area Criteria		ESA Criteria Description & Notes	
<u>Upland Habitat</u> Criteria Present? ☐ Yes ☒ No		None	
<u>Riparian Habitat</u> Criteria Present? ☒ Yes ☐ No		There are two streams on this site. The one that runs north to the south on the east side of the property is clearly defined with an ordinary high water mark. The stream that runs west to east on the south end of the property is not as well defined because it appears that it was cut off with the prior construction of College Parkway.	
<u>Prairie Habitat</u> Criteria Present? ☐ Yes ☒ No		None	
<u>Waters of the State</u> Criteria Present? ☒ Yes ☐ No		There are streams located on this site.	
<u>Floodplain</u> Criteria Present? ☐ Yes ☒ No		None	
<u>Wetlands</u> Criteria Present? ☒ Yes ☐ No		The portion of the site around where the flow from the two culverts on the NE end of the site converge would be considered a wetland, based on the vegetation observed.	
<u>Water Impoundment Protection</u> Criteria Present? ☐ Yes ☒ No		None	
<u>Topographical Slope Protection</u> Criteria Present? ☒ Yes ☐ No		Based on a site visit, the slope map does not do a very good job of identifying the slopes that were observed out in the field. There are definitely some elevation changes on this site, and those need to be more accurately depicted.	
Action Steps/Additional Notes			
Based on the proposed impacts to the stream that runs north to south on the east side of this property, along with the emergent wetland, an EPP will be required. A map that more accurately depicts the contour changes to help show slopes from 5-12% and slopes greater than or equal to 12% will also need to be submitted.			
EPP Required? ☒ Yes ☐ No		Attachments ☒ Site Orthographic Aerial Photograph ☐ Other:	
EPP Consultant: N/A			
Submitted by: (print) James Hoefert		Signature & Date: James Hoefert 1/13/2020	
Forwarded to EPP Consultant: N/A		Filed with Development Services & Environmental Services	Last Modified: 1/13/2020

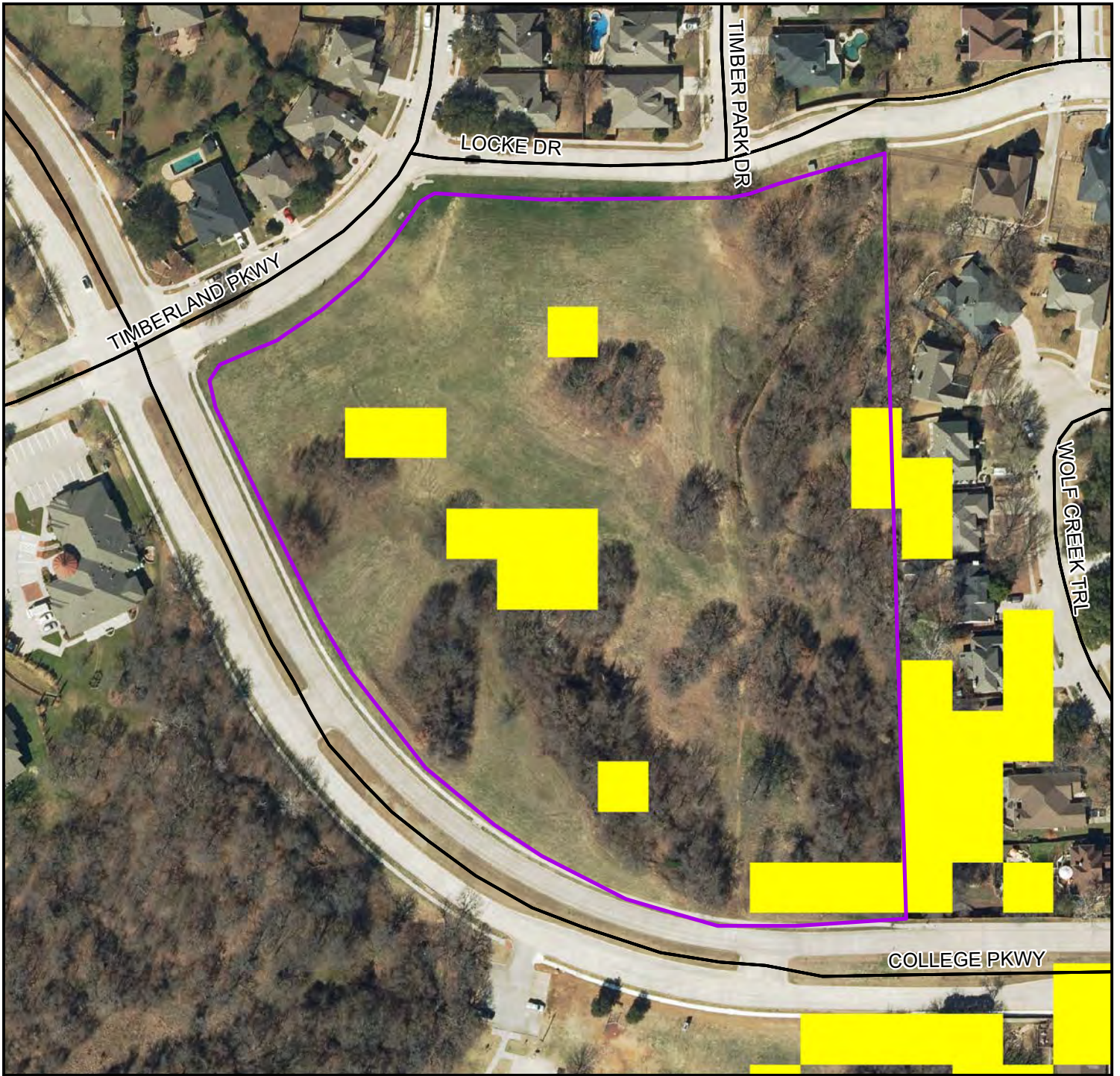


Environmentally Sensitive Area Survey Mustang Creek Estates

Map Created: January 13, 2020
Environmental Services Department
Town of Flower Mound

1 inch = 142 feet



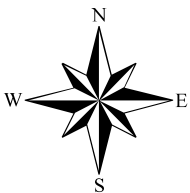


Mustang Creek Estates - Slope Map

Map Created: January 13, 2020
Environmental Services Department
Town of Flower Mound

1 inch = 142 feet

0 55 110 220 330 440 Feet



 Property  Streets **Slope Percent**  < 5.0  > 5.0 - 12.0  > 12.0

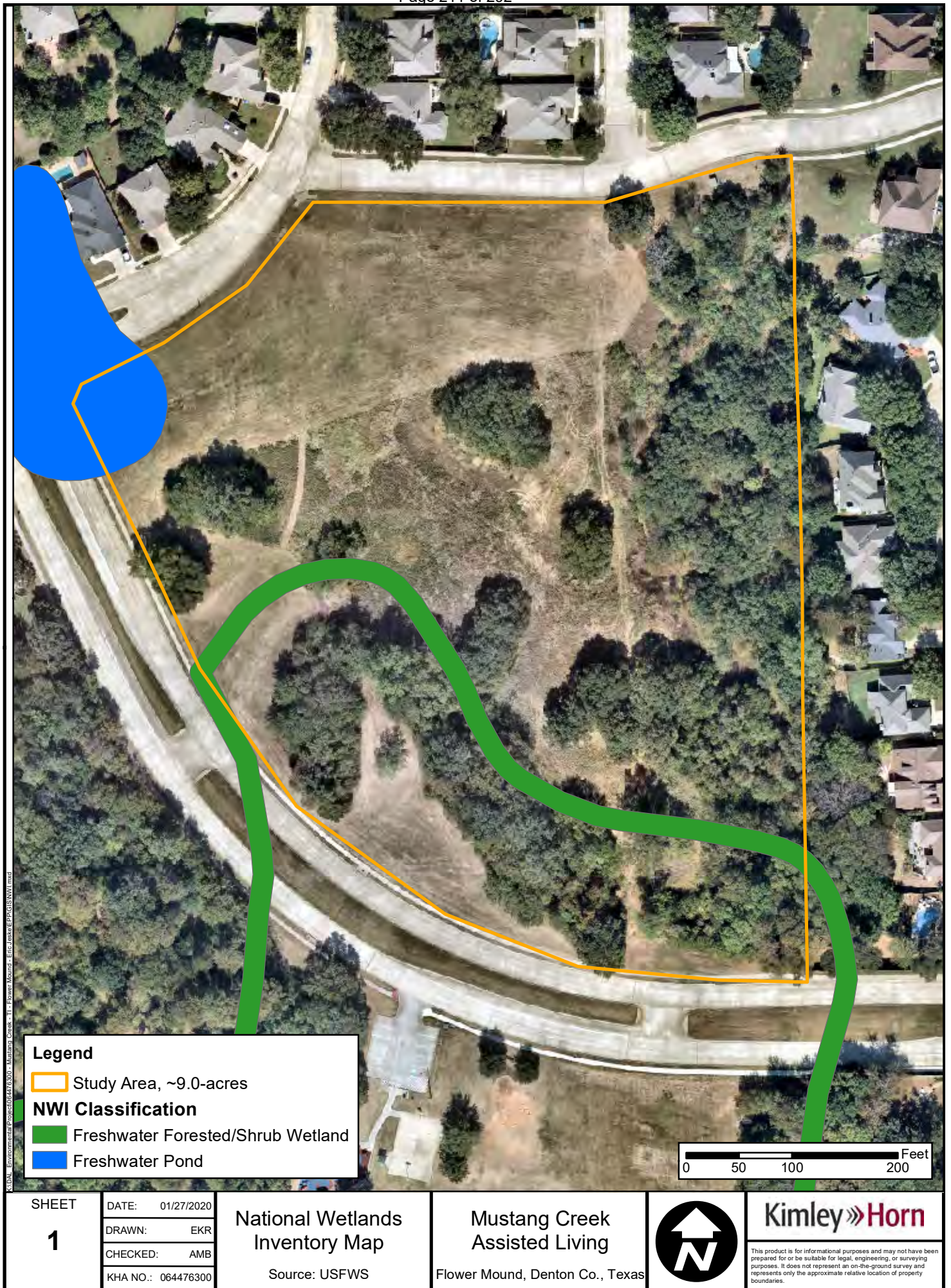
APPENDIX D

FEMA FIRMette Map



APPENDIX E

USFWS NWI Map



SHEET

1

DATE: 01/27/2020

DRAWN: EKR

CHECKED: AMB

KHA NO.: 064476300

National Wetlands Inventory Map

Source: USFWS

Mustang Creek Assisted Living

Flower Mound, Denton Co., Texas



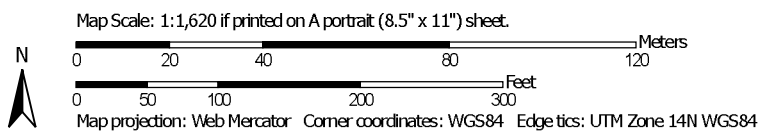
Kimley»Horn

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

APPENDIX F

USDA Soils Map

Soil Map—Denton County, Texas
(Tree Inventory Area Mustang Creek)



Soil Map—Denton County, Texas
(Tree Inventory Area Mustang Creek)

MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features



Blowout



Borrow Pit



Clay Spot



Closed Depression



Gravel Pit



Gravelly Spot



Landfill



Lava Flow



Marsh or swamp



Mine or Quarry



Miscellaneous Water



Perennial Water



Rock Outcrop



Saline Spot



Sandy Spot



Severely Eroded Spot



Sinkhole



Slide or Slip



Sodic Spot



Spoil Area



Stony Spot



Very Stony Spot



Wet Spot



Other



Special Line Features

Water Features



Streams and Canals

Transportation



Rails



Interstate Highways



US Routes



Major Roads



Local Roads

Background



Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Denton County, Texas

Survey Area Data: Version 16, Sep 12, 2019

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Oct 29, 2016—Nov 29, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
23	Callisburg fine sandy loam, 1 to 3 percent slopes	5.0	55.0%
39	Gowen clay loam, occasionally flooded	3.1	34.8%
50	Konsil fine sandy loam, 1 to 3 percent slopes	0.9	10.3%
Totals for Area of Interest		9.0	100.0%

APPENDIX G

USFWS IPaC Official Species List

IPaC Information for Planning and Consultation U.S. Fish & Wildlife Service

Last login January 27, 2020 11:47 AM MST

IPaC resource list

This report is an automatically generated list of species and other resources such as critical habitat (collectively referred to as *trust resources*) under the U.S. Fish and Wildlife Service's (USFWS) jurisdiction that are known or expected to be on or near the project area referenced below. The list may also include trust resources that occur outside of the project area, but that could potentially be directly or indirectly affected by activities in the project area. However, determining the likelihood and extent of effects a project may have on trust resources typically requires gathering additional site-specific (e.g., vegetation/species surveys) and project-specific (e.g., magnitude and timing of proposed activities) information.

Below is a summary of the project information you provided and contact information for the USFWS office(s) with jurisdiction in the defined project area. Please read the introduction to each section that follows (Endangered Species, Migratory Birds, USFWS Facilities, and NWI Wetlands) for additional information applicable to the trust resources addressed in that section.

Project information

NAME

Mustang Creek EPP

LOCATION

Denton County, Texas



DESCRIPTION

Environmental

Protection Plan for the Town of Flower Mound

Local office

Arlington Ecological Services Field Office

☎ (817) 277-1100 

📠 (817) 277-1129 

2005 Ne Green Oaks Blvd
Suite 140
Arlington, TX 76006-6247

<http://www.fws.gov/southwest/es/arlingtontexas/>

<http://www.fws.gov/southwest/es/EndangeredSpecies/lists/>

NOT FOR CONSULTATION

Endangered species

This resource list is for informational purposes only and does not constitute an analysis of project level impacts.

The primary information used to generate this list is the known or expected range of each species. Additional areas of influence (AOI) for species are also considered. An AOI includes areas outside of the species range if the species could be indirectly affected by activities in that area (e.g., placing a dam upstream of a fish population, even if that fish does not occur at the dam site, may indirectly impact the species by reducing or eliminating water flow downstream). Because species can move, and site conditions can change, the species on this list are not guaranteed to be found on or near the project area. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

Section 7 of the Endangered Species Act requires Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency. A letter from the local office and a species list which fulfills this requirement can only be obtained by requesting an official species list from either the Regulatory Review section in IPaC (see directions below) or from the local field office directly.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list by doing the following:

1. Log in to IPaC.
2. Go to your My Projects list.
3. Click PROJECT HOME for this project.
4. Click REQUEST SPECIES LIST.

Listed species

¹ and their critical habitats are managed by the [Ecological Services Program](#) of the U.S. Fish and Wildlife Service (USFWS) and the fisheries division of the National Oceanic and Atmospheric Administration (NOAA Fisheries²).

Species and critical habitats under the sole responsibility of NOAA Fisheries are not shown on this list. Please contact [NOAA Fisheries](#) for [species under their jurisdiction](#).

1. Species listed under the [Endangered Species Act](#) are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the [listing status page](#) for more information.
2. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

The following species are potentially affected by activities in this location:

Birds

NAME	STATUS
Least Tern <i>Sterna antillarum</i> No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/8505	Endangered
Piping Plover <i>Charadrius melodus</i> This species only needs to be considered if the following condition applies: • Wind Energy Projects There is final critical habitat for this species. Your location is outside the critical habitat. https://ecos.fws.gov/ecp/species/6039	Threatened
Red Knot <i>Calidris canutus rufa</i> This species only needs to be considered if the following condition applies: • Wind Energy Projects No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/1864	Threatened
Whooping Crane <i>Grus americana</i> There is final critical habitat for this species. Your location is outside the critical habitat. https://ecos.fws.gov/ecp/species/758	Endangered

Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

THERE ARE NO CRITICAL HABITATS AT THIS LOCATION.

Migratory birds

Certain birds are protected under the Migratory Bird Treaty Act

¹ and the Bald and Golden Eagle Protection Act².

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats should follow appropriate regulations and consider implementing appropriate conservation measures, as described [below](#).

1. The [Migratory Birds Treaty Act](#) of 1918.

2. The [Bald and Golden Eagle Protection Act](#) of 1940.

Additional information can be found using the following links:

- Birds of Conservation Concern <http://www.fws.gov/birds/management/managed-species/birds-of-conservation-concern.php>
- Measures for avoiding and minimizing impacts to birds <http://www.fws.gov/birds/management/project-assessment-tools-and-guidance/conservation-measures.php>
- Nationwide conservation measures for birds <http://www.fws.gov/migratorybirds/pdf/management/nationwidestandardconservationmeasures.pdf>

The birds listed below are birds of particular concern either because they occur on the [USFWS Birds of Conservation Concern](#) (BCC) list or warrant special attention in your project location. To learn more about the levels of concern for birds on your list and how this list is generated, see the FAQ [below](#). This is not a list of every bird you may find in this location, nor a guarantee that every bird on this list will be found in your project area. To see exact locations of where birders and the general public have sighted birds in and around your project area, visit the [E-bird data mapping tool](#) (Tip: enter your location, desired date range and a species on your list). For projects that occur off the Atlantic Coast, additional maps and models detailing the relative occurrence and abundance of bird species on your list are available. Links to additional information about Atlantic Coast birds, and other important information about your migratory bird list, including how to properly interpret and use your migratory bird report, can be found [below](#).

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, click on the PROBABILITY OF PRESENCE SUMMARY at the top of your list to see when these birds are most likely to be present and breeding in your project area.

NAME

BREEDING SEASON (IF A BREEDING SEASON IS INDICATED FOR A BIRD ON YOUR LIST, THE BIRD MAY BREED IN YOUR PROJECT AREA SOMETIME WITHIN THE TIMEFRAME SPECIFIED, WHICH IS A VERY LIBERAL ESTIMATE OF THE DATES INSIDE WHICH THE BIRD BREEDS ACROSS ITS ENTIRE RANGE. "BREEDS ELSEWHERE" INDICATES THAT THE BIRD DOES NOT LIKELY BREED IN YOUR PROJECT AREA.)

Harris's Sparrow *Zonotrichia querula*

Breeds elsewhere

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Henslow's Sparrow *Ammodramus henslowii*

Breeds May 1 to Aug 31

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

<https://ecos.fws.gov/ecp/species/3941>

Lesser Yellowlegs *Tringa flavipes*

Breeds elsewhere

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

<https://ecos.fws.gov/ecp/species/9679>

Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read and understand the FAQ "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is $0.25/0.25 = 1$; at week 20 it is $0.05/0.25 = 0.2$.
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

Breeding Season (■)

Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (l)

Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

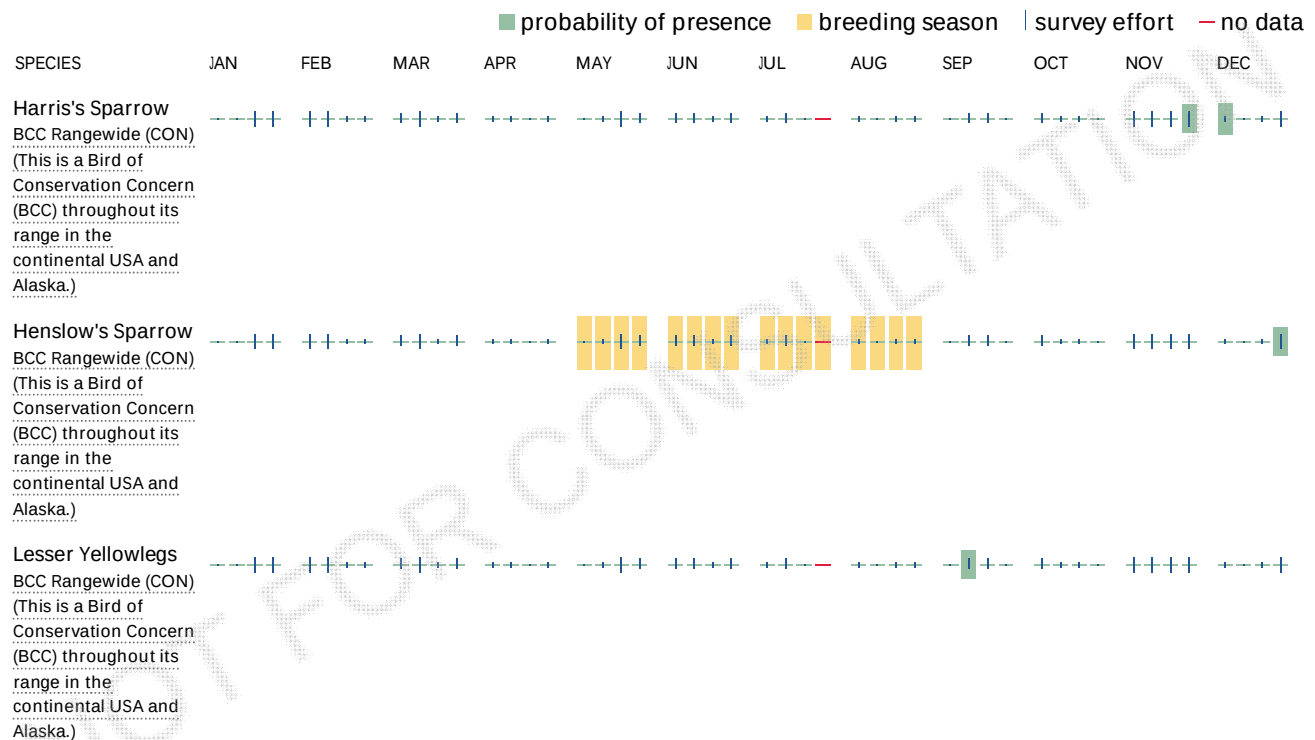
To see a bar's survey effort range, simply hover your mouse cursor over the bar.

No Data (-)

A week is marked as having no data if there were no survey events for that week.

Survey Timeframe

Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.



Tell me more about conservation measures I can implement to avoid or minimize impacts to migratory birds.

[Nationwide Conservation Measures](#) describes measures that can help avoid and minimize impacts to all birds at any location year round. Implementation of these measures is particularly important when birds are most likely to occur in the project area. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is a very helpful impact minimization measure. To see when birds are most likely to occur and be breeding in your project area, view the Probability of Presence Summary. [Additional measures](#) and/or [permits](#) may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

What does IPaC use to generate the migratory birds potentially occurring in my specified location?

The Migratory Bird Resource List is comprised of USFWS [Birds of Conservation Concern \(BCC\)](#) and other species that may warrant special attention in your project location.

The migratory bird list generated for your project is derived from data provided by the [Avian Knowledge Network \(AKN\)](#). The AKN data is based on a growing collection of [survey, banding, and citizen science datasets](#) and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle ([Eagle Act](#) requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the [AKN Phenology Tool](#).

What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?

The probability of presence graphs associated with your migratory bird list are based on data provided by the [Avian Knowledge Network \(AKN\)](#). This data is derived from a growing collection of [survey, banding, and citizen science datasets](#).

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go the Probability of Presence Summary and then click on the "Tell me about these graphs" link.

How do I know if a bird is breeding, wintering, migrating or present year-round in my project area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating or year-round), you may refer to the following resources: [The Cornell Lab of Ornithology All About Birds Bird Guide](#), or (if you are unsuccessful in locating the bird of interest there), the [Cornell Lab of Ornithology Neotropical Birds guide](#). If a bird on your migratory bird species list has a breeding season associated with it, if that bird does occur in your project area, there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

What are the levels of concern for migratory birds?

Migratory birds delivered through IPaC fall into the following distinct categories of concern:

1. "BCC Rangewide" birds are [Birds of Conservation Concern](#) (BCC) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);
2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and
3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the [Eagle Act](#) requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

Although it is important to try to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially eagles and BCC species of rangewide concern. For more information on conservation measures you can implement to help avoid and minimize migratory bird impacts and requirements for eagles, please see the FAQs for these topics.

Details about birds that are potentially affected by offshore projects

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the [Northeast Ocean Data Portal](#). The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the [NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf](#) project webpage.

Bird tracking data can also provide additional details about occurrence and habitat use throughout the year, including migration. Models relying on survey data may not include this information. For additional information on marine bird tracking data, see the [Diving Bird Study](#) and the [nanotag studies](#) or contact [Caleb Spiegel](#) or [Pam Loring](#).

What if I have eagles on my list?

If your project has the potential to disturb or kill eagles, you may need to [obtain a permit](#) to avoid violating the Eagle Act should such impacts occur.

Proper Interpretation and Use of Your Migratory Bird Report

The migratory bird list generated is not a list of all birds in your project area, only a subset of birds of priority concern. To learn more about how your list is generated, and see options for identifying what other birds may be in your project area, please see the FAQ "What does IPaC use to generate the migratory birds potentially occurring in my specified location". Please be aware this report provides the "probability of presence" of birds within the 10 km grid cell(s) that overlap your project; not your exact project footprint. On the graphs provided, please also look carefully at the survey effort (indicated by the black vertical bar) and for the existence of the "no data" indicator (a red horizontal bar). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort bar or no data bar means a lack of data and, therefore, a lack of certainty about presence of the species. This list is not perfect; it is simply a starting point for identifying what birds of concern have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list helps you know what to look for to confirm presence, and helps guide you in knowing when to implement conservation measures to avoid or minimize potential impacts from your project activities, should presence be confirmed. To learn more about conservation measures, visit the FAQ "Tell me about conservation measures I can implement to avoid or minimize impacts to migratory birds" at the bottom of your migratory bird trust resources page.

Facilities

National Wildlife Refuge lands

Any activity proposed on lands managed by the [National Wildlife Refuge](#) system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS AT THIS LOCATION.

Fish hatcheries

THERE ARE NO FISH HATCHERIES AT THIS LOCATION.

Wetlands in the National Wetlands Inventory

Impacts to [NWI wetlands](#) and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local [U.S. Army Corps of Engineers District](#).

WETLAND INFORMATION IS NOT AVAILABLE AT THIS TIME

This can happen when the National Wetlands Inventory (NWI) map service is unavailable, or for very large projects that intersect many wetland areas. Try again, or visit the [NWI map](#) to view wetlands at this location.

Data limitations

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

Data exclusions

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tubercid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

Data precautions

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

APPENDIX H

TPWD Annotated List of Rare Species for Denton County

Last Update: 7/17/2019

DENTON COUNTY**AMPHIBIANS****Strecker's chorus frog** *Pseudacris streckeri*

Wooded floodplains and flats, prairies, cultivated fields and marshes. Likes sandy substrates.

Federal Status:	State Status:	SGCN: Y
Endemic: N	Global Rank: G5	State Rank: S3

Woodhouse's toad *Anaxyrus woodhousii*

Extremely catholic up to 5000 feet, does very well (except for traffic) in association with man.

Federal Status:	State Status:	SGCN: Y
Endemic: N	Global Rank: G5	State Rank: SU

BIRDS**bald eagle** *Haliaeetus leucocephalus*

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

Federal Status:	State Status: T	SGCN: Y
Endemic: N	Global Rank: G5	State Rank: S3B,S3N

black rail *Laterallus jamaicensis*

Salt, brackish, and freshwater marshes, pond borders, wet meadows, and grassy swamps; nests in or along edge of marsh, sometimes on damp ground, but usually on mat of previous years dead grasses; nest usually hidden in marsh grass or at base of Salicornia

Federal Status: PT	State Status:	SGCN: Y
Endemic: N	Global Rank: G3G4	State Rank: S2

Franklin's gull *Leucophaeus pipixcan*

Habitat description is not available at this time.

Federal Status:	State Status:	SGCN: Y
Endemic: N	Global Rank: G4G5	State Rank: S2N

interior least tern *Sternula antillarum athalassos*

Sand beaches, flats, bays, inlets, lagoons, islands. Subspecies is listed only when inland (more than 50 miles from a coastline); nests along sand and gravel bars within braided streams, rivers; also know to nest on man-made structures (inland beaches, wastewater treatment plants, gravel mines, etc); eats small fish and crustaceans, when breeding forages within a few hundred feet of colony

Federal Status: LE	State Status: E	SGCN: Y
Endemic: N	Global Rank: G4T2Q	State Rank: S1B

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DENTON COUNTY**BIRDS****mountain plover***Charadrius montanus*

Breeding: nests on high plains or shortgrass prairie, on ground in shallow depression; nonbreeding: shortgrass plains and bare, dirt (plowed) fields; primarily insectivorous

Federal Status:

State Status:

SGCN: Y

Endemic: N

Global Rank: G3

State Rank: S2

piping plover*Charadrius melodus*

Beaches, sandflats, and dunes along Gulf Coast beaches and adjacent offshore islands. Also spoil islands in the Intracoastal Waterway. Based on the November 30, 1992 Section 6 Job No. 9.1, Piping Plover and Snowy Plover Winter Habitat Status Survey, algal flats appear to be the highest quality habitat. Some of the most important aspects of algal flats are their relative inaccessibility and their continuous availability throughout all tidal conditions. Sand flats often appear to be preferred over algal flats when both are available, but large portions of sand flats along the Texas coast are available only during low-very low tides and are often completely unavailable during extreme high tides or strong north winds. Beaches appear to serve as a secondary habitat to the flats associated with the primary bays, lagoons, and inter-island passes. Beaches are rarely used on the southern Texas coast, where bayside habitat is always available, and are abandoned as bayside habitats become available on the central and northern coast. However, beaches are probably a vital habitat along the central and northern coast (i.e. north of Padre Island) during periods of extreme high tides that cover the flats. Optimal site characteristics appear to be large in area, sparsely vegetated, continuously available or in close proximity to secondary habitat, and with limited human disturbance.

Federal Status: LT

State Status: T

SGCN: Y

Endemic: N

Global Rank: G3

State Rank: S2N

red knot*Calidris canutus rufa*

Red knots migrate long distances in flocks northward through the contiguous United States mainly April-June, southward July-October. A small plump-bodied, short-necked shorebird that in breeding plumage, typically held from May through August, is a distinctive and unique pottery orange color. Its bill is dark, straight and, relative to other shorebirds, short-to-medium in length. After molting in late summer, this species is in a drab gray-and-white non-breeding plumage, typically held from September through April. In the non-breeding plumage, the knot might be confused with the omnipresent Sanderling. During this plumage, look for the knot's prominent pale eyebrow and whitish flanks with dark barring. The Red Knot prefers the shoreline of coast and bays and also uses mudflats during rare inland encounters. Primary prey items include coquina clam (*Donax* spp.) on beaches and dwarf surf clam (*Mulinia lateralis*) in bays, at least in the Laguna Madre. Wintering Range includes Aransas, Brazoria, Calhoun, Cameron, Chambers, Galveston, Jefferson, Kennedy, Kleberg, Matagorda, Nueces, San Patricio, and Willacy. Habitat: Primarily seacoasts on tidal flats and beaches, herbaceous wetland, and Tidal flat/shore.

Federal Status: LT

State Status:

SGCN: Y

Endemic: N

Global Rank: G4T2

State Rank: SNRN

western burrowing owl*Athene cunicularia hypugaea*

Open grasslands, especially prairie, plains, and savanna, sometimes in open areas such as vacant lots near human habitation or airports; nests and roosts in abandoned burrows

Federal Status:

State Status:

SGCN: Y

Endemic: N

Global Rank: G4T4

State Rank: S2

white-faced ibis*Plegadis chihi*

Prefers freshwater marshes, sloughs, and irrigated rice fields, but will attend brackish and saltwater habitats; currently confined to near-coastal rookeries in so-called hog-wallow prairies. Nests in marshes, in low trees, on the ground in bulrushes or reeds, or on floating mats.

Federal Status:

State Status: T

SGCN: Y

Endemic: N

Global Rank: G5

State Rank: S4B

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DENTON COUNTY**BIRDS****whooping crane** *Grus americana*

Small ponds, marshes, and flooded grain fields for both roosting and foraging. Potential migrant via plains throughout most of state to coast; winters in coastal marshes of Aransas, Calhoun, and Refugio counties.

Federal Status: LE	State Status: E	SGCN: Y
Endemic: N	Global Rank: G1	State Rank: S1N

INSECTS**American bumblebee** *Bombus pensylvanicus*

Habitat description is not available at this time.

Federal Status:	State Status:	SGCN: Y
Endemic:	Global Rank: G3G4	State Rank: SNR

No accepted common name *Arethaea ambulator*

Habitat description is not available at this time.

Federal Status:	State Status:	SGCN: Y
Endemic:	Global Rank: GNR	State Rank: SNR

MAMMALS**American badger** *Taxidea taxus*

Habitat description is not available at this time.

Federal Status:	State Status:	SGCN: Y
Endemic: N	Global Rank: G5	State Rank: S5

big brown bat *Eptesicus fuscus*

Any wooded areas or woodlands except south Texas. Riparian areas in west Texas.

Federal Status:	State Status:	SGCN: Y
Endemic: N	Global Rank: G5	State Rank: S5

big free-tailed bat *Nyctinomops macrotis*

Habitat data sparse but records indicate that species prefers to roost in crevices and cracks in high canyon walls, but will use buildings, as well; reproduction data sparse, gives birth to single offspring late June-early July; females gather in nursery colonies; winter habits undetermined, but may hibernate in the Trans-Pecos; opportunistic insectivore

Federal Status:	State Status:	SGCN: Y
Endemic:	Global Rank: G5	State Rank: S3

black-tailed prairie dog *Cynomys ludovicianus*

Dry, flat, short grasslands with low, relatively sparse vegetation, including areas overgrazed by cattle; live in large family groups

Federal Status:	State Status:	SGCN: Y
Endemic: N	Global Rank: G4	State Rank: S3

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DENTON COUNTY**MAMMALS****eastern red bat***Lasiurus borealis*

Found in a variety of habitats in Texas. Usually associated with wooded areas. Found in towns especially during migration.

Federal Status:

State Status:

SGCN: Y

Endemic: N

Global Rank: G3G4

State Rank: S4

eastern spotted skunk*Spilogale putorius*

Catholic; open fields prairies, croplands, fence rows, farmyards, forest edges & woodlands. Prefer wooded, brushy areas & tallgrass prairies. S.p. ssp. interrupta found in wooded areas and tallgrass prairies, preferring rocky canyons and outcrops when such sites are available.

Federal Status:

State Status:

SGCN: Y

Endemic: N

Global Rank: G4

State Rank: S1S3

hoary bat*Lasiurus cinereus*

Known from montane and riparian woodland in Trans-Pecos, forests and woods in east and central Texas.

Federal Status:

State Status:

SGCN: Y

Endemic: N

Global Rank: G3G4

State Rank: S4

long-tailed weasel*Mustela frenata*

Includes brushlands, fence rows, upland woods and bottomland hardwoods, forest edges & rocky desert scrub. Usually live close to water.

Federal Status:

State Status:

SGCN: Y

Endemic: N

Global Rank: G5

State Rank: S5

Mexican free-tailed bat*Tadarida brasiliensis*

Roosts in buildings in east Texas. Largest maternity roosts are in limestone caves on the Edwards Plateau. Found in all habitats, forest to desert.

Federal Status:

State Status:

SGCN: Y

Endemic: N

Global Rank: G5

State Rank: S5

mink*Neovison vison*

Intimately associated with water; coastal swamps & marshes, wooded riparian zones, edges of lakes. Prefer floodplains.

Federal Status:

State Status:

SGCN: Y

Endemic: N

Global Rank: G5

State Rank: S4

mountain lion*Puma concolor*

Rugged mountains & riparian zones.

Federal Status:

State Status:

SGCN: Y

Endemic: N

Global Rank: G5

State Rank: S2S3

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DENTON COUNTY**MAMMALS**

plains spotted skunk	<i>Spilogale putorius interrupta</i>	
Catholic; open fields, prairies, croplands, fence rows, farmyards, forest edges, and woodlands; prefers wooded, brushy areas and tallgrass prairie		
Federal Status:	State Status:	SGCN: N
Endemic: N	Global Rank: G4T4	State Rank: S1S3
southern short-tailed shrew	<i>Blarina carolinensis</i>	
Habitat description is not available at this time.		
Federal Status:	State Status:	SGCN: Y
Endemic: N	Global Rank: G5	State Rank: S4
swamp rabbit	<i>Sylvilagus aquaticus</i>	
Habitat description is not available at this time.		
Federal Status:	State Status:	SGCN: Y
Endemic: N	Global Rank: G5	State Rank: S5
thirteen-lined ground squirrel	<i>Ictidomys tridecemlineatus</i>	
Habitat description is not available at this time.		
Federal Status:	State Status:	SGCN: Y
Endemic: N	Global Rank: G5	State Rank: S5
tricolored bat	<i>Perimyotis subflavus</i>	
Forest, woodland and riparian areas are important. Caves are very important to this species.		
Federal Status:	State Status:	SGCN: Y
Endemic: N	Global Rank: G2G3	State Rank: S3S4
western hog-nosed skunk	<i>Conepatus leuconotus</i>	
Habitats include woodlands, grasslands & deserts, to 7200 feet, most common in rugged, rocky canyon country; little is known about the habitat of the ssp. <i>telmalestes</i>		
Federal Status:	State Status:	SGCN: Y
Endemic: N	Global Rank: G4	State Rank: S4
woodland vole	<i>Microtus pinetorum</i>	
Include grassy marshes, swamp edges, old-field/pine woodland ecotones, tallgrass fields; generally sandy soils.		
Federal Status:	State Status:	SGCN: Y
Endemic: N	Global Rank: G5	State Rank: S3

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DENTON COUNTY**MOLLUSKS****Louisiana pigtoe***Pleurobema riddellii*

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

Federal Status:

State Status: T

SGCN: Y

Endemic: N

Global Rank: G1G2

State Rank: S1

sandbank pocketbook*Lampsilis satura*

Small to large rivers with moderate flows and swift current on gravel, gravel-sand, and sand bottoms; east Texas, Sulfur south through San Jacinto River basins; Neches River

Federal Status:

State Status: T

SGCN: Y

Endemic:

Global Rank: G2

State Rank: S1

Texas heelsplitter*Potamilus amphichaenus*

Quiet waters in mud or sand and also in reservoirs. Sabine, Neches, and Trinity River basins

Federal Status:

State Status: T

SGCN: Y

Endemic: N

Global Rank: G1G2

State Rank: S1

REPTILES**American alligator***Alligator mississippiensis*

Coastal marshes; inland natural rivers, swamps and marshes; manmade impoundments.

Federal Status:

State Status:

SGCN: N

Endemic: N

Global Rank: G5

State Rank: S4

common garter snake*Thamnophis sirtalis*

Irrigation canals and riparian-corridor farmlands in west; marshy, flooded pastureland, grassy or brushy borders of permanent bodies of water; coastal salt marshes.

Federal Status:

State Status:

SGCN: N

Endemic:

Global Rank: G5

State Rank: S2

eastern box turtle*Terrapene carolina*

Eastern box turtles inhabit forests, fields, forest-brush, and forest-field ecotones. In some areas they move seasonally from fields in spring to forest in summer. They commonly enters pools of shallow water in summer. For shelter, they burrow into loose soil, debris, mud, old stump holes, or under leaf litter. They can successfully hibernate in sites that may experience subfreezing temperatures. In Maryland bottomland forest, some hibernated in pits or depressions in forest floor (usually about 30 cm deep) usually within summer range; individuals tended to hibernate in same area in different years (Stickel 1989). Also attracted to farms, old fields and cut-over woodlands, as well as creek bottoms and dense woodlands. Egg laying sites often are sandy or loamy soils in open areas; females may move from bottomlands to warmer and drier sites to nest. In Maryland, females used the same nesting area in different years (Stickel 1989).

Federal Status:

State Status:

SGCN: Y

Endemic: N

Global Rank: G5

State Rank: S3

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DENTON COUNTY**REPTILES****slender glass lizard***Ophisaurus attenuatus*

Prefers relatively dry microhabitats, usually associated with grassy areas. Habitats include open grassland, prairie, woodland edge, open woodland, oak savannas, longleaf pine flatwoods, scrubby areas, fallow fields, and areas near streams and ponds, often in habitats with sandy soil. This species often appears on roads in spring. During inactivity, it occurs in underground burrows. In Kansas, slender glass lizards were scarce in heavily grazed pastures, increased as grass increased with removal of grazing, and declined as brush and trees replaced grass (Fitch 1989). Eggs are laid underground, under cover, or under grass clumps (Ashton and Ashton 1985); in cavities beneath flat rocks or in abandoned tunnels of small mammals (*Scalopus*, *Microtus*) (Fitch 1989).

Federal Status:	State Status:	SGCN: Y
Endemic: N	Global Rank: G5	State Rank: S3

smooth softshell*Apalone mutica*

Any permanent body of water. Large rivers and streams; in some areas also found in lakes, impoundments, and shallow bogs (Ernst and Barbour 1972). Usually in water with sandy or mud bottom and few aquatic plants. Often basks on sand bars and mudflats at edge of water. Eggs are laid in nests dug in high open sandbars and banks close to water, usually within 90 m of water (Fitch and Plummer 1975).

Federal Status:	State Status:	SGCN: Y
Endemic: N	Global Rank: G5	State Rank: S3

Texas garter snake*Thamnophis sirtalis annectens*

Irrigation canals and riparian-corridor farmlands in west; marshy, flooded pastureland, grassy or brushy borders of permanent bodies of water; coastal salt marshes. Wet or moist microhabitats are conducive to the species occurrence, but is not necessarily restricted to them; hibernates underground or in or under surface cover; breeds March-August.

Federal Status:	State Status:	SGCN: Y
Endemic: Y	Global Rank: G5T4	State Rank: S1

Texas horned lizard*Phrynosoma cornutum*

Occurs to 6000 feet, but largely limited below the pinyon-juniper zone on mountains in the Big Bend area. 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; burrows into soil, enters rodent burrows, or hides under rock when inactive; breeds March-September.

Federal Status:	State Status: T	SGCN: Y
Endemic: N	Global Rank: G4G5	State Rank: S3

timber (canebrake) rattlesnake*Crotalus horridus*

Swamps, floodplains, upland pine and deciduous woodland, riparian zones, abandoned farmland. Limestone bluffs, sandy soil or black clay. Prefers dense ground cover, i.e. grapevines, palmetto.

Federal Status:	State Status: T	SGCN: Y
Endemic: N	Global Rank: G4	State Rank: S4

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DENTON COUNTY**REPTILES****western box turtle** *Terrapene ornata*

Ornate or western box turtles inhabit prairie grassland, pasture, fields, sandhills, and open woodland. They are essentially terrestrial but sometimes enter slow, shallow streams and creek pools. For shelter, they burrow into soil (e.g., under plants such as yucca) (Converse et al. 2002) or enter burrows made by other species; winter burrow depth was 0.5-1.8 meters in Wisconsin (Doroff and Keith 1990), 7-120 cm (average depth 54 cm) in Nebraska (Converse et al. 2002). Eggs are laid in nests dug in soft well-drained soil in open area (Legler 1960, Converse et al. 2002). Very partial to sandy soil.

Federal Status:	State Status:	SGCN: Y
Endemic: N	Global Rank: G5	State Rank: S3

western hognose snake *Heterodon nasicus*

Habitat consists of areas with sandy or gravelly soils, including prairies, sandhills, wide valleys, river floodplains, bajadas, semiagricultural areas (but not intensively cultivated land), and margins of irrigation ditches (Degenhardt et al. 1996, Hammerson 1999, Werler and Dixon 2000, Stebbins 2003). Also thornscrub woodlands and chaparral thickets. Seems to prefer sandy and loamy soils, not necessarily flat. Periods of inactivity are spent burrowed in the soil or in existing burrows. Eggs are laid in nests a few inches below the ground surface (Platt 1969).

Federal Status:	State Status:	SGCN: Y
Endemic: N	Global Rank: G5	State Rank: S4

western rattlesnake *Crotalus viridis*

Grassland, both desert and prairie; shrub desert rocky hillsides; edges of arid and semi-arid river breaks.

Federal Status:	State Status:	SGCN: Y
Endemic: N	Global Rank: G5	State Rank: S5

PLANTS**Glen Rose yucca** *Yucca necopina*

Grasslands on sandy soils and limestone outcrops; flowering April-June

Federal Status:	State Status:	SGCN: Y
Endemic: Y	Global Rank: G1G2	State Rank: S1S2

Topeka purple-coneflower *Echinacea atrorubens*

Occurring mostly in tallgrass prairie of the southern Great Plains, in blackland prairies but also in a variety of other sites like limestone hillsides; Perennial; Flowering Jan-June; Fruiting Jan-May

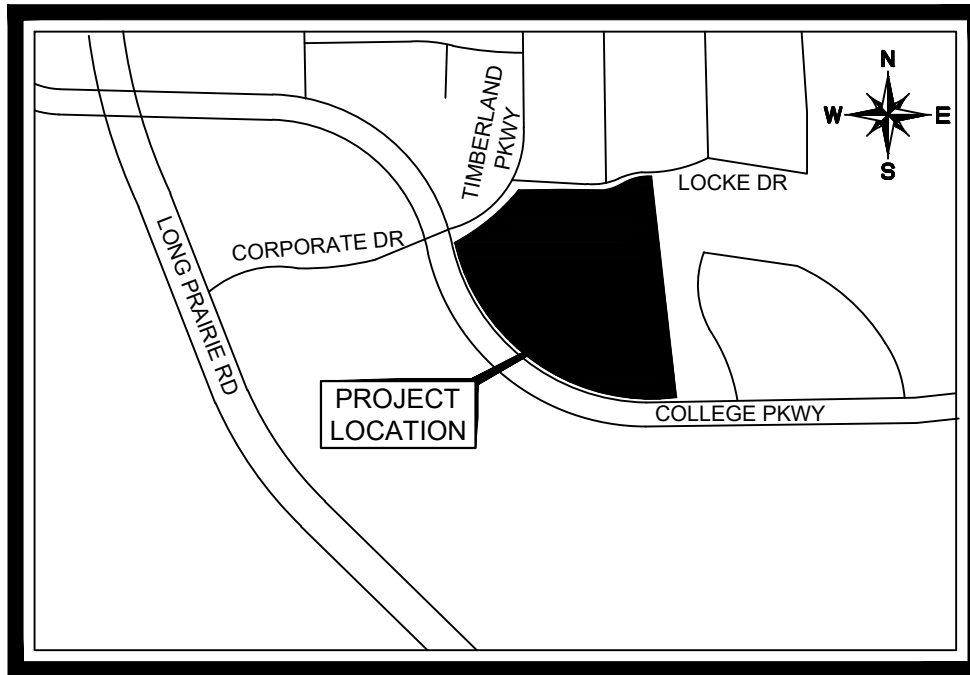
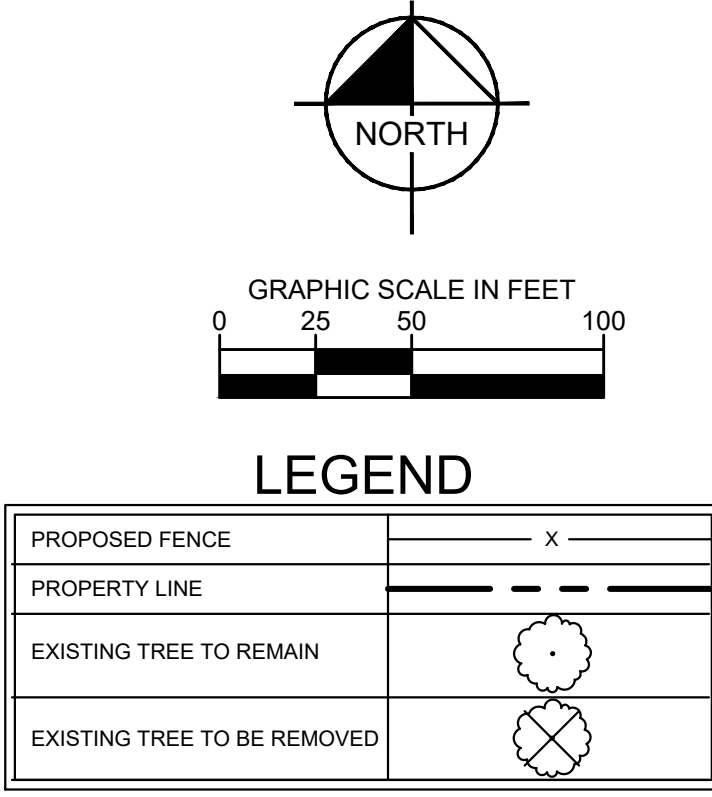
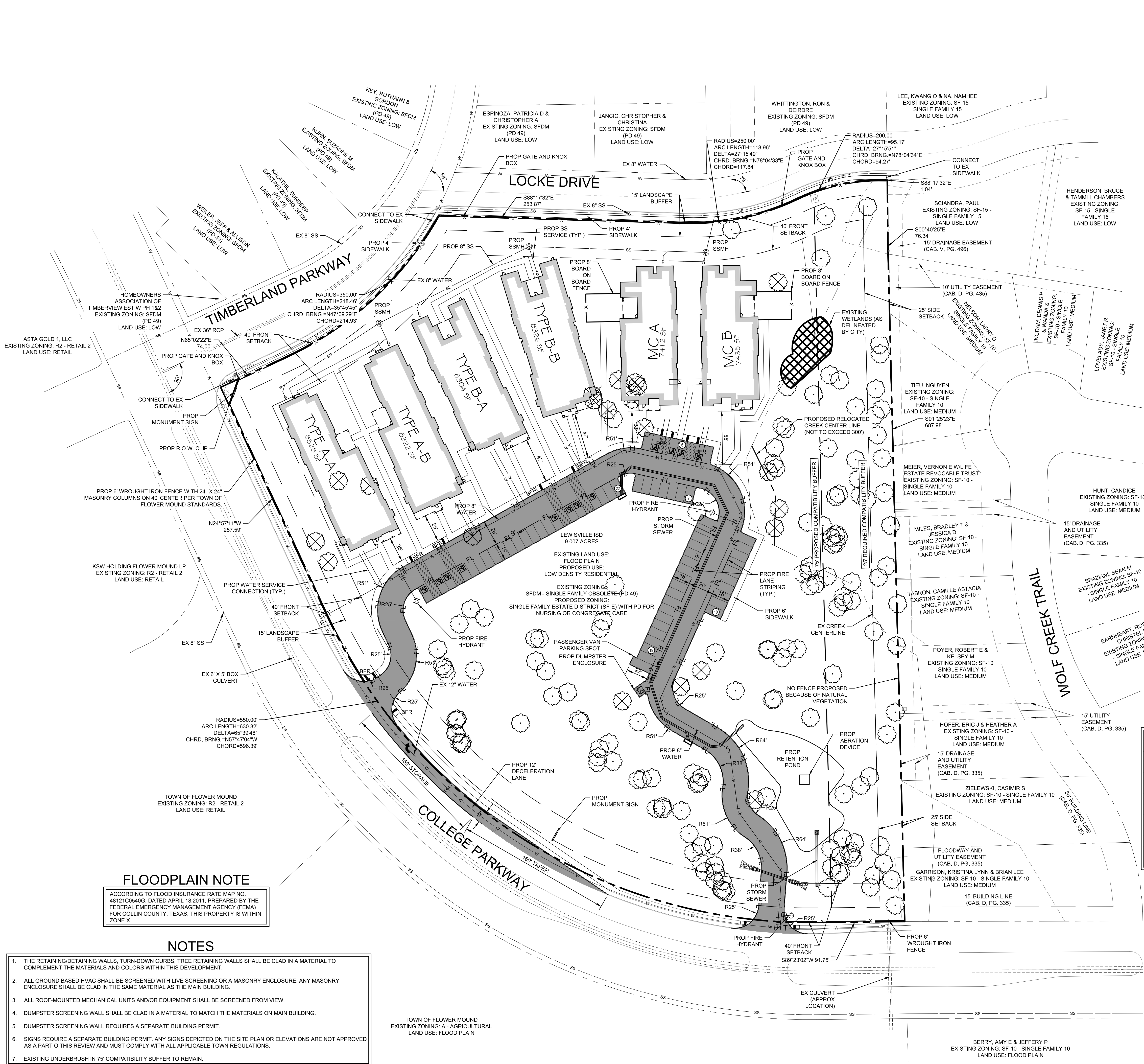
Federal Status:	State Status:	SGCN: Y
Endemic: N	Global Rank: G3	State Rank: S3

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VICINITY MAP
N.T.S.

SITE DATA TABLE

PHYSICAL ADDRESS	N/A
GROSS SITE AREA	9.007 ACRES / 392,345 SF
EXISTING ZONING	SINGLE FAMILY OBSOLETE (PD49)
EXISTING USE	FLOODPLAIN
REQUESTED ZONING	SINGLE FAMILY ESTATE WITH PD FOR NURSING OR CONGREGATE CARE
REQUESTED USE	NURSING OR CONGREGATE CARE
LOT COVERAGE DATA	
BUILDING COVERAGE	12.37% / 48,519 SF
IMPERVIOUS AREA	26.31% / 103,223 SF
PERVIOUS AREA	73.69% / 289,122 SF
PARKING SUMMARY	REQUIRED PROVIDED
NURSING/ CONGREGATE CARE (2 SPACES PER EVERY 3 BEDS) (96 BEDS PROPOSED)	64 SPACES 64 SPACES
TOTAL PARKING	64 SPACES 64 SPACES

BUILDING DATA					
BUILDING TYPE A-A		1 STORY	BUILDING TYPE B-B		1 STORY
PEAK HEIGHT		27'-8"	PEAK HEIGHT		32'-8.5"
MEAN HEIGHT		22'-5"	MEAN HEIGHT		22'-8"
TOTAL SQUARE FOOTAGE		8,860 SF	TOTAL SQUARE FOOTAGE		8,770 SF
BUILDING TYPE A-B		1 STORY	BUILDING TYPE MC-A		1 STORY
PEAK HEIGHT		27'-2"	PEAK HEIGHT		26'-0"
MEAN HEIGHT		20'-0"	MEAN HEIGHT		18'-10"
TOTAL SQUARE FOOTAGE		8,873 SF	TOTAL SQUARE FOOTAGE		7,964 SF
BUILDING TYPE B-A		1 STORY	BUILDING TYPE MC-B		1 STORY
PEAK HEIGHT		28'-6"	PEAK HEIGHT		27'-3"
MEAN HEIGHT		19'-7"	MEAN HEIGHT		19'-5.5"
TOTAL SQUARE FOOTAGE		8,841 SF	TOTAL SQUARE FOOTAGE		7,966 SF

FLOODPLAIN NOTE

ACCORDING TO FLOOD INSURANCE RATE MAP NO. 48121C0540G, DATED APRIL 18, 2011, PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR COLLIN COUNTY, TEXAS, THIS PROPERTY IS WITHIN ZONE X.

NOTES

1. THE RETAINING/DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO COMPLEMENT THE MATERIALS AND COLORS WITHIN THIS DEVELOPMENT.
2. ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR A MASONRY ENCLOSURE. ANY MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
3. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
4. DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON MAIN BUILDING.
5. DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
6. SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SITE PLAN OR ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.
7. EXISTING UNDERBRUSH IN 75' COMPATIBILITY BUFFER TO REMAIN.

MUSTANG CREEK ASSISTED LIVING

TRACT 14A-1
BEING 9.007 ACRES OUT OF THE
J. WATKINS LAND SURVEY
ABSTRACT NO. 1324
EXISTING ZONING: SINGLE FAMILY OBSOLETE (SFDN)
PLANNED DEVELOPMENT (PD 49)
PROPOSED ZONING: SINGLE FAMILY ESTATE (SF-E) WITH
PD FOR NURSING OR CONGREGATE CARE
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS
SUBMITTED: NOVEMBER 1, 2019

OWNER/APPLICANT:
MUSTANG CREEK ENTERPRISES
5000 LEGACY DRIVE, SUITE 210
PLANO, TEXAS 75024
CONTACT: RENEE RAMSEY
PHONE: (214) 883-5111

ARCHITECT:
CROSS TIMBERS ARCHITECTS
4315 WINDSOR CENTRE TRAIL,
SUITE 200
FLOWER MOUND, TEXAS 75028
CONTACT: JENNIFER ALFORD
PHONE: (972) 355-7754

ENGINEER/SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
260 EAST DAVIS STREET, SUITE 100
MCKINNEY, TEXAS 75070
CONTACT: ERIC T. JESKE, P.E.
PHONE: (469) 301-2582
FIRM NO.: F-928

Kimley-Horn

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260 EAST DAVIS STREET, SUITE 100, MCKINNEY, TX 75069
PHONE: 469-301-2580
WWW.KIMLEY-HORN.COM TX F-928

KHA PROJECT
064476304

DATE
FEBRUARY 2020

SCALE
AS SHOWN

DESIGNED BY
DRAWN BY
CHECKED BY

TEXAS

MUSTANG CREEK
ASSISTED LIVING

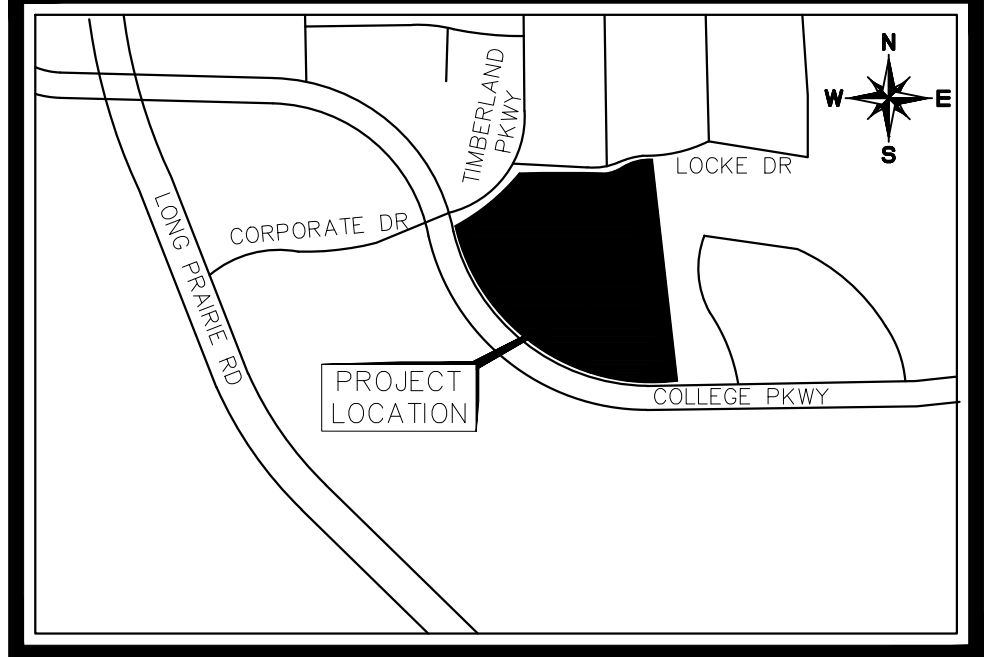
REVISED CONCEPTUAL
SITE PLAN

SHEET NUMBER
EX-1.1

BY
DATE

REVISIONS

No.



BUILDING DATA

BUILDING TYPE A-A	1 STORY	BUILDING TYPE B-B	1 STORY
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TOTAL SQUARE FOOTAGE	8,841 SF	TOTAL SQUARE FOOTAGE	7,966 SF

TOWN OF FLOWER MOUND, TX - CODE LANDSCAPE TABLE		
STREET YARD REQUIREMENTS	REQUIRED	PROVIDED
MIN 20% OF STREET YARD TO BE LANDSCAPED	20%	100%
* INCLUDES PARKING LOT LANDSCAPING		
ROW REQUIREMENTS		
TREES		
1 TREE PER 30 LF		
COLLEGE PARKWAY	33 TREES	33 TREES
974 LF / 30 = 33 TREES		
TIMBERLAND PARKWAY	10 TREES	10 TREES
287 LF / 30 = 10 TREES		
LOCKE DRIVE	16 TREES	16 TREES
469 LF / 30 = 16 TREES		
PARKING LOT REQUIREMENTS		
90 SF OF LANDSCAPING PER 12 SPACES	480 SF	2,591 SF
64 SPACES / 12 = 5.3 X 90 = 480 SF		
1 TREE PER 10 SPACES	7 TREES	6 PROPOSED TREES
64 SPACES / 10 = 7 TREES		1 EXISTING TREE
MAX 30% SPECIES FROM ROW PLANT LIST	YES	YES
SPACES MAX 50' FROM TREES	YES	YES
3' LIVING SCREENBERM	YES	YES
COMPATIBILITY BUFFER	YES	75' LANDSCAPE BUFFER EXISTING VEGETATION TO REMAIN IN PLACE TO MEET THE 1 TREE PER 400 SF OF BUFFER AREA. ANY GAPS IN EXISTING VEGETATION WILL BE INFILLED WITH MATCHING PLANT MATERIAL.

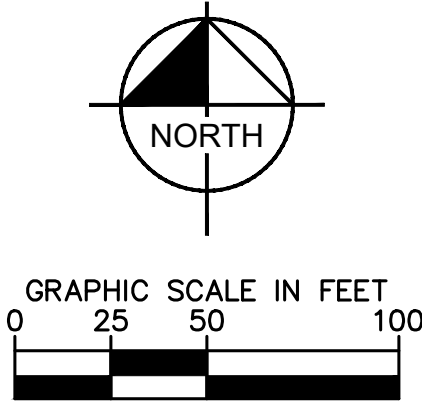
TREES	QTY	COMMON NAME
	6	Code Required Parking Lot Tree
	59	Code Required ROW Tree
	16	Supplemental Canopy Tree
ORNAMENTAL TREE	QTY	COMMON NAME
	132	Supplemental Ornamental Tree
SHRUBS	QTY	COMMON NAME
	210	Code Required Screening Shrub
MISC	QTY	COMMON NAME
	TBD	Common Bermuda Sod
	TBD	Supplemental Accent Plantings

EXISTING ZONING: SINGLE FAMILY OBSOLETE (SFDOM)
 PLANNED DEVELOPMENT (PD 49)
 PROPOSED ZONING: SINGLE FAMILY ESTATE (SF-E) WITH
 PD FOR NURSING OR CONGREGATE CARE
 TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS
 SUBMITTED: FEBRUARY 11, 2020

OWNER/APPLICANT:
MUSTANG CREEK ENTERPRISES
5000 LEGACY DRIVE, SUITE 210
PLANO, TEXAS 75024
CONTACT: RENEE RAMSEY
PHONE: (214) 683-5111

ARCHITECT:
CROSS TIMBERS ARCHITECTS
4315 WINDSOR CENTRE TRAIL,
SUITE 200
FLOWER MOUND, TEXAS 75028
CONTACT: JENNIFER ALFORD
PHONE: (972) 355-7754

ENGINEER/SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
260 EAST DAVIS STREET, SUITE 100
MCKINNEY, TEXAS 75070
CONTACT: ERIC T. JESKE, P.E.
PHONE: (469) 301-2582
FIRM NO.: F-928



xborder : xconcept : concept site plan : xouall : xsurv : xtree : xutil : xdborn
 21/11/2020 4:50 PM
 LAST SAVED
 PLOTTED BY
 DWG PATH
 DWG NAME
 STOTTLER, MICHAEL 21/11/2020 5:46 PM
 KJ/FLR/LN0264476504 - MUSTANG CREEK FLOWER MOUND/DESIGN01 PERMIT - CODEPLANSHEET
 [LC1.01]

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adoption by Kimley-Horn and Associates Inc. shall be without liability to Kimley-Horn and Associates, Inc.

[illegible]

Kimley»»Horn

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260 EAST DAVIS STREET, SUITE 100, MCKINNEY, TX
PHONE: 469-301-2580
WWW.KIMLEY-HORN.COM TX F-928

WWW.KIMLEY-HORN.COM TX F-928

PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes.

Kimley»Horn

P.L.A. LEAH M. CAMPBELL
L.A. No. 2900 Date 02/11/2020

KHA PROJECT 064476304	DATE FEBRUARY 2020	SCALE AS SHOWN	DESIGNED BY MLS	DRAWN BY MLS	CHECKED BY LMC
--------------------------	-----------------------	----------------	-----------------	--------------	----------------

MUSTANG CREEK
ESTATES

CONCEPTUAL LANDSCAPE PLAN

SHEET NUMBER
EX-7

EXAMPLES OF MATERIALS, COLORS, & STYLE



MATERIAL TABULATION CHART

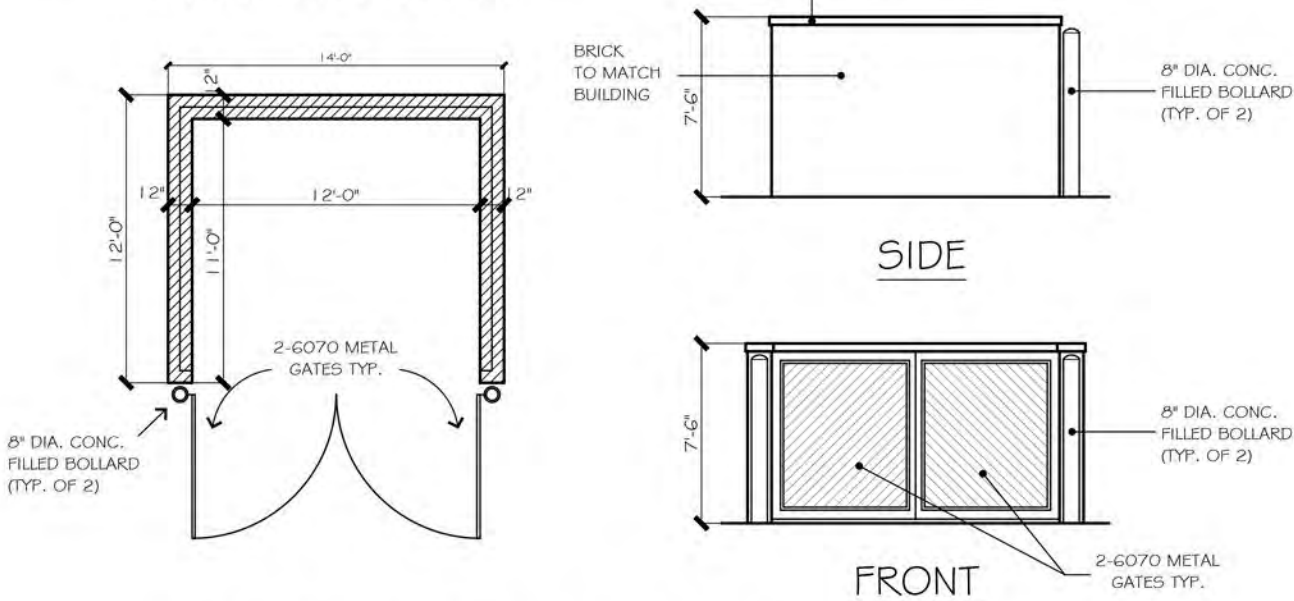
	WEST (Left)	SOUTH (Front)	EAST (Right)	NORTH (Rear)
1. Total Facade S.F.	1929 s.f.	767 s.f.	1992 s.f.	819 s.f.
2. Facade S.F. (exclusive of doors and windows)	1733 s.f.	596 s.f.	1656 s.f.	771 s.f.
3. Doors and Windows S.F.	196 s.f.	171 s.f.	336 s.f.	48 s.f.
4. Primary Masonry Totals	1473 sf and 85% of 2	278 s.f. and 47% of 2	1171 s.f. and 71% of 2	532 s.f. and 69% of 2
Brck s.f. (as applicable)	1473 sf and 85% of 2	278 s.f. and 47% of 2	1171 s.f. and 71% of 2	532 s.f. and 69% of 2
- Stone s.f. (as applicable)	0 s.f. and 0% of 2	0 s.f. and 0% of 2	0 s.f. and 0% of 2	0 s.f. and 0% of 2
5. Secondary Masonry Totals hardi-board siding	260 s.f. and 15% of 2	318 s.f. and 53% of 2	485 s.f. and 29% of 2	239 s.f. and 31% of 2

The Architecture, Design, Colors and Construction of all Subsequent Buildings will Substantially Conform to the Elevations Depicted

**NOTE: EXTERNAL ELECTRICAL PANELS TO BE PAINTED/ TEXTURED TO MATCH MATERIAL AND COLOR OF BUILDING

**NOTE: "THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY, WHETHER INDICATED ON THESE PLANS OR NOT."

**NOTE: MATERIALS AND CONSTRUCTION TO MATCH MAIN BUILDING



DUMPSTER ENCLOSURE
1/8" = 1'-0" scale

PROPOSED MATERIALS

- ROOFING
COMPOSITE SHINGLE: BLACK, GRAY, NEUTRAL COLORS
- ROOFING
METAL STANDING SEAM: SILVER, GRAY, BLACK
- STONE
NATURAL STONE: SAW CUT, CHOPPED, LEDGE STONE
COLOR: CREAM, GRAY, WHITE, NEUTRAL
- BRICK (NATURAL OR PAINTED)
MODULAR OR KING SIZE
COLOR: CREAM, GRAY, WHITE, NEUTRAL
- FASCIA AND SOFFITS
COLOR: CREAM, GRAY, WHITE, BLACK
- METAL AWNINGS
COLOR: GRAY, BLACK
- METAL BRACKETS, TRELLIS, & ACCENTS
COLOR: GRAY, BLACK
- WOOD COLUMNS, BRACKETS, CORBELS
COLOR: NATURAL CEDAR, WHITE, GRAY, BLACK
- WINDOWS
COLOR: GRAY, BLACK FRAME
- ENTRY DOORS (SOUTH ELEVATION)
COLOR: CEDAR, GRAY, BLACK
- ALL OTHER DOORS (EAST, WEST, & NORTH)
COLOR: GRAY, BLACK

CONSTRUCTION

V-B SPRINKLERED

OCCUPANCY / USE

R-3 RESIDENTIAL



CLAUSE

DATE: DECEMBER 12, 2019
DRAWN BY: H.M.

REVISIONS:

CROSS TIMBERS ARCHITECTS
4315 WINDSOR CENTRE TRAIL, STE # 200
FLOWER MOUND, TEXAS 75028
PHONE: (972) 355-7754

PRELIMINARY
NOT FOR
CONSTRUCTION

A CUSTOM PROJECT FOR:

MUSTANG CREEK ESTATES
COLLEGE PARKWAY
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

JOB #

19-062

SHEET

PD1

MATERIAL TABULATION CHART

	WEST (Left)	SOUTH (Front)	EAST (Right)	NORTH (Rear)
1. Total Facade S.F.	1929 s.f.	767 s.f.	1992 s.f.	819 s.f.
2. Facade S.F. (exclusive of doors and windows)	1733 s.f.	596 s.f.	1656 s.f.	771 s.f.
3. Doors and Windows S.F.	196 s.f.	171 s.f.	336 s.f.	48 s.f.
4. Primary Masonry Totals	1473 sf and 85% of 2	278 s.f. and 47% of 2	1171 s.f. and 71% of 2	532 s.f. and 69% of 2
Brick s.f. (as applicable)	1473 sf and 85% of 2	278 s.f. and 47% of 2	1171 s.f. and 71% of 2	532 s.f. and 69% of 2
Stone s.f. (as applicable)	0 s.f. and 0% of 2	0 s.f. and 0% of 2	0 s.f. and 0% of 2	0 s.f. and 0% of 2
5. Secondary Masonry Totals hardi-board siding	260 s.f. and 15% of 2	318 s.f. and 53% of 2	485 s.f. and 29% of 2	239 s.f. and 31% of 2

**NOTE: EXTERNAL ELECTRICAL PANELS TO BE PAINTED/ TEXTURED TO MATCH MATERIAL AND COLOR OF BUILDING

**NOTE: "THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY, WHETHER INDICATED ON THESE PLANS OR NOT."

PROPOSED MATERIALS

- ROOFING
COMPOSITE SHINGLE: BLACK, GRAY, NEUTRAL COLORS
- ROOFING
METAL STANDING SEAM: SILVER, GRAY, BLACK
- STONE
NATURAL STONE: SAW CUT, CHOPPED, LEDGE STONE
COLOR: CREAM, GRAY, WHITE, NEUTRAL
- BRICK (NATURAL OR PAINTED)
MODULAR OR KING SIZE
COLOR: CREAM, GRAY, WHITE, NEUTRAL
- FASCIA, SOFFITS, AND SIDING
COLOR: CREAM, GRAY, WHITE, BLACK
- METAL AWNINGS
COLOR: GRAY, BLACK
- METAL BRACKETS, TRELLIS, & ACCENTS
COLOR: GRAY, BLACK
- WOOD COLUMNS, BRACKETS, CORBELS
COLOR: NATURAL CEDAR, WHITE, GRAY, BLACK
- WINDOWS
COLOR: GRAY, BLACK FRAME
- ENTRY DOORS (SOUTH ELEVATION)
COLOR: CEDAR, GRAY, BLACK
- ALL OTHER DOORS (EAST, WEST, & NORTH)
COLOR: GRAY, BLACK

CONSTRUCTION

V-B SPRINKLERED

OCCUPANCY / USE

R-3 RESIDENTIAL

CLAUSE

DATE: JANUARY 27, 2020

DRAWN BY: H.M.

REVISIONS:

Δ Δ Δ

CROSS
TIMBERS
ARCHITECTS
4315 WINDSOR CENTRE TRAIL STE # 200
FLOWER MOUND, TEXAS 75028
PHONE: (972) 355-7754

PRELIMINARY
NOT FOR
CONSTRUCTION

A CUSTOM PROJECT FOR:

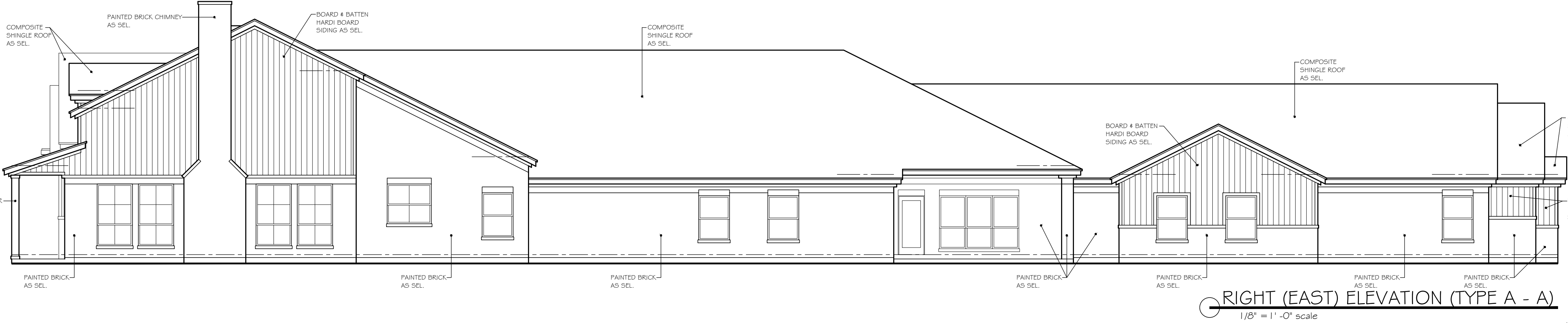
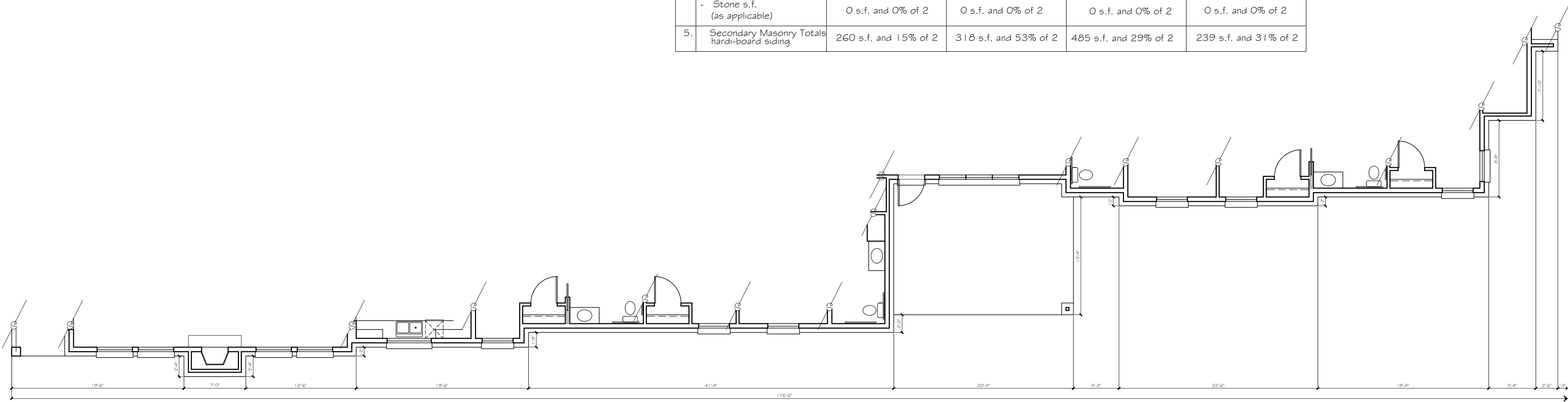
MUSTANG CREEK ESTATES
COLLEGE PARKWAY
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

JOB #

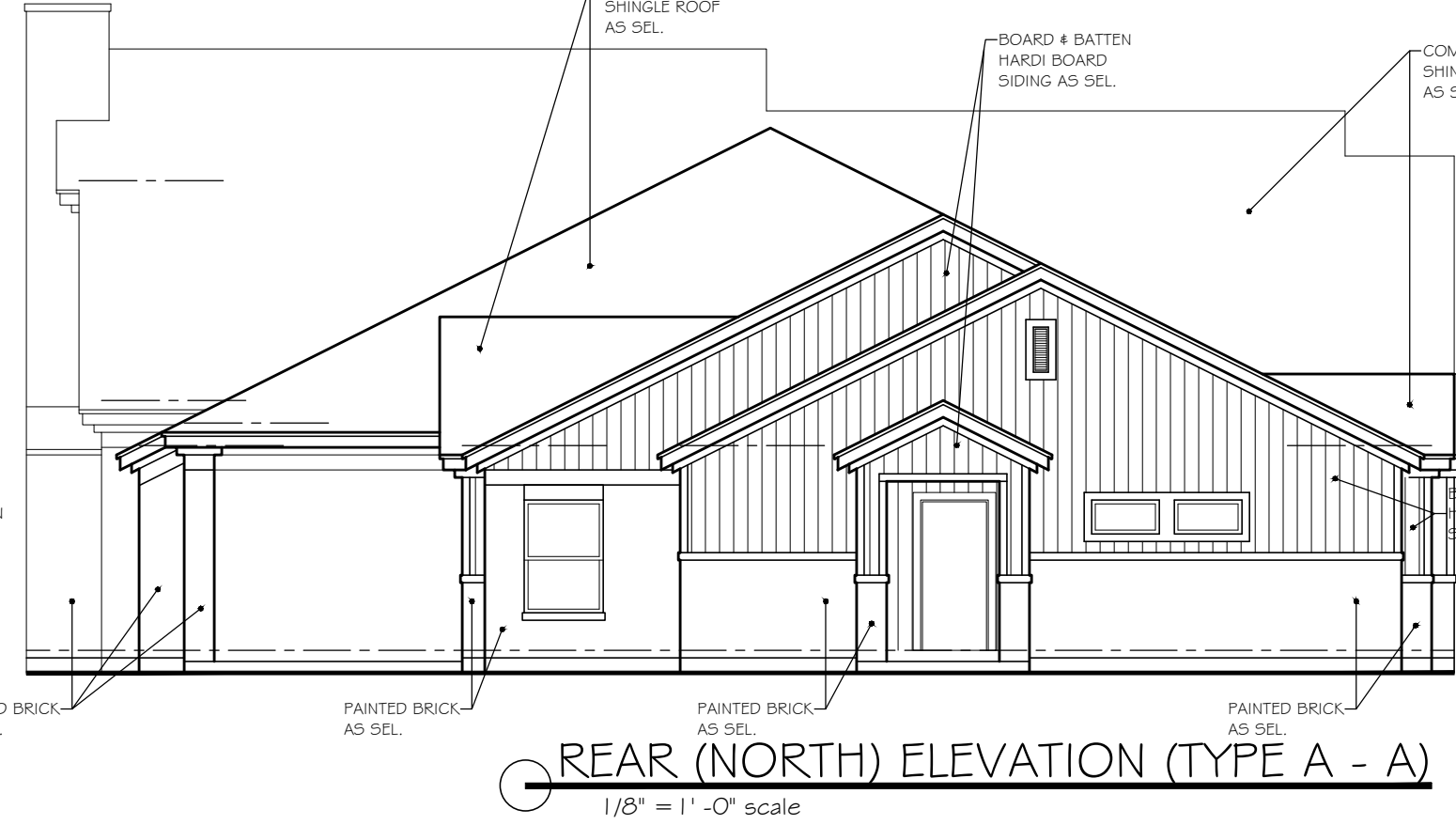
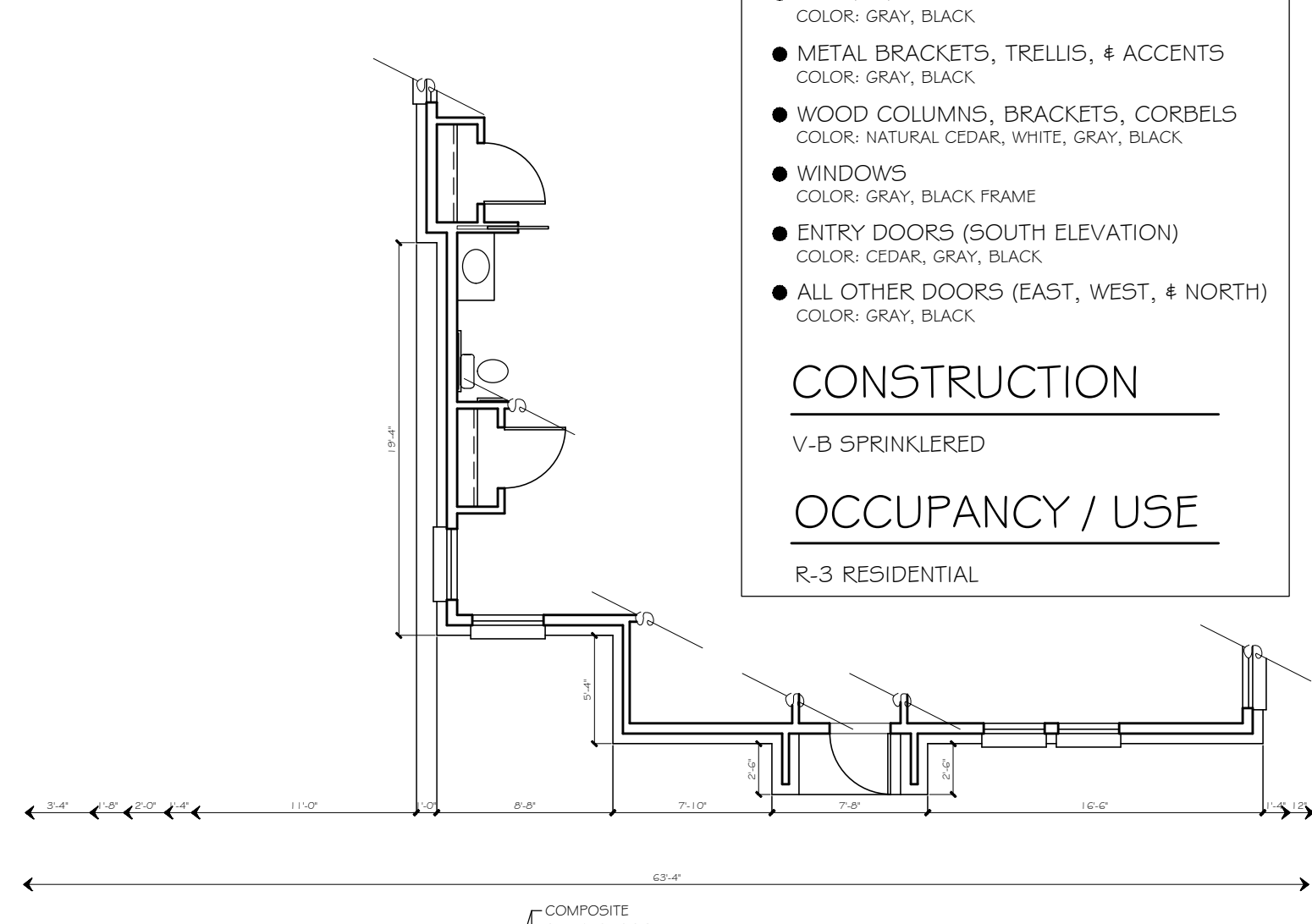
19-062

SHEET

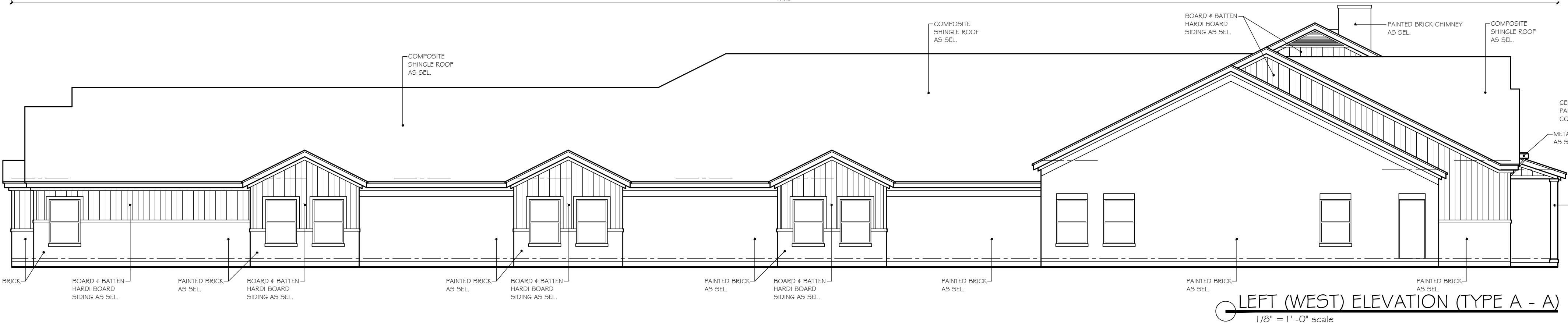
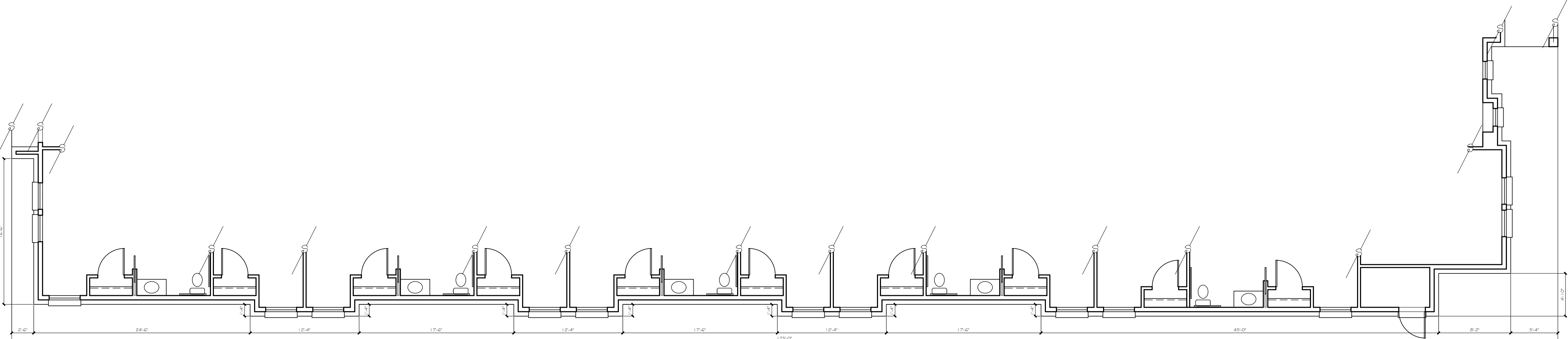
PD2



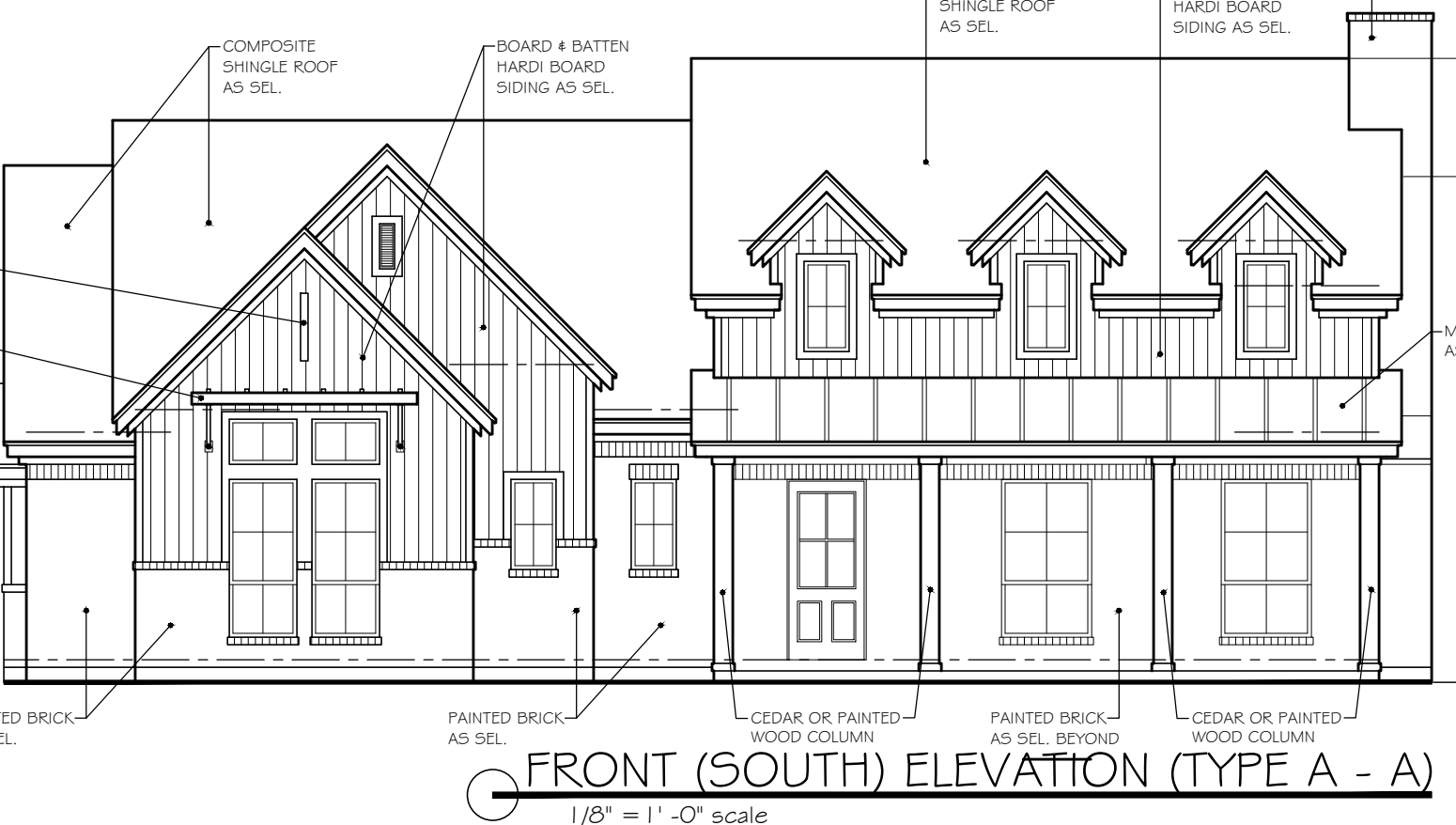
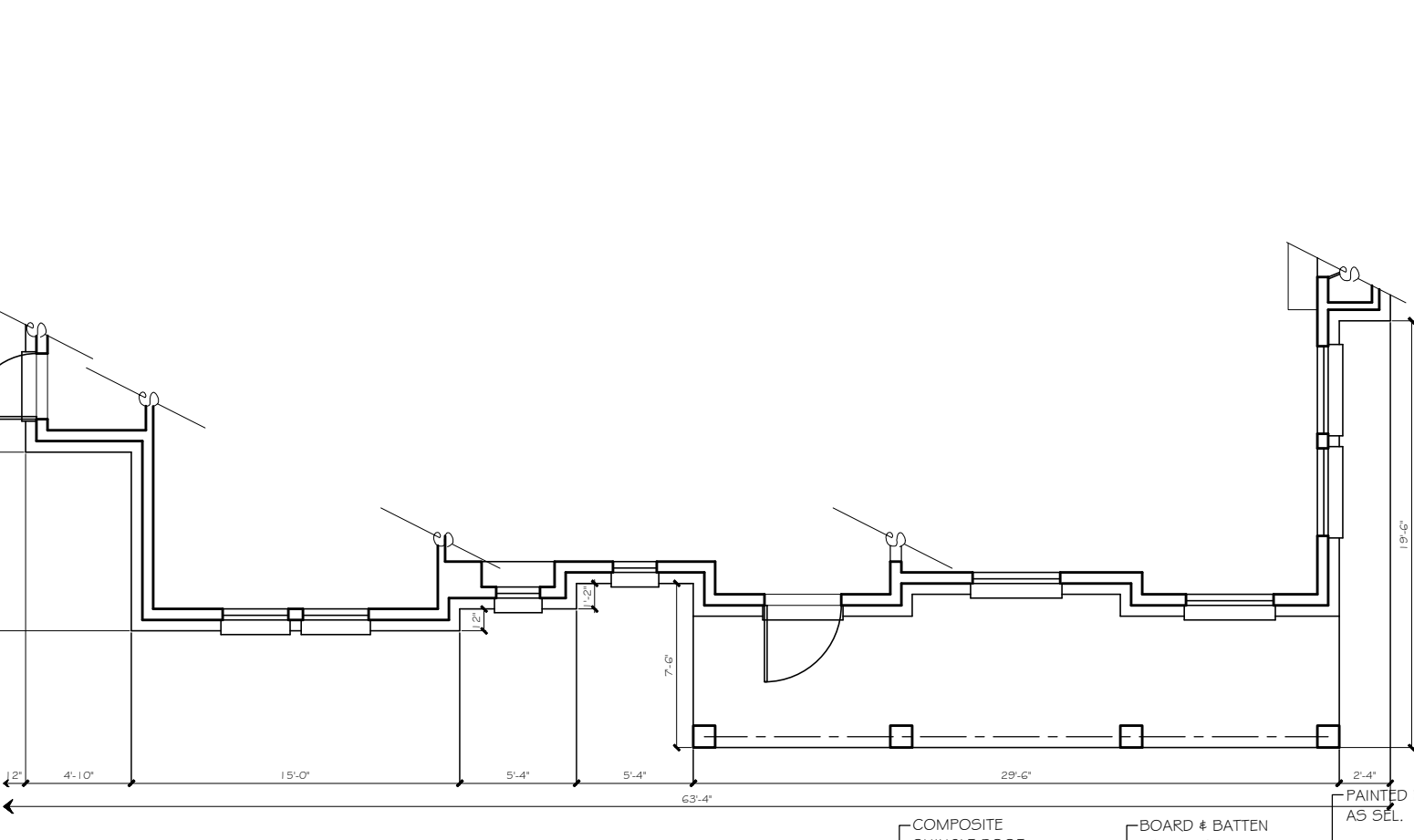
RIGHT (EAST) ELEVATION (TYPE A - A)
1/8" = 1'-0" scale



REAR (NORTH) ELEVATION (TYPE A - A)
1/8" = 1'-0" scale



LEFT (WEST) ELEVATION (TYPE A - A)
1/8" = 1'-0" scale



FRONT (SOUTH) ELEVATION (TYPE A - A)
1/8" = 1'-0" scale

MATERIAL TABULATION CHART

	WEST (Left)	SOUTH (Front)	EAST (Right)	NORTH (Rear)
1. Total Facade S.F.	2097 s.f.	835 s.f.	2024 s.f.	775 s.f.
2. Facade S.F. (exclusive of doors and windows)	1783 s.f.	588 s.f.	1829 s.f.	728 s.f.
3. Doors and Windows S.F.	314 s.f.	247 s.f.	195 s.f.	47 s.f.
4. Primary Masonry Totals	1248 sf and 70% of 2	407 s.f. and 69% of 2	1367 s.f. and 75% of 2	431 s.f. and 59% of 2
Brick s.f. (as applicable)	1248 sf and 70% of 2	407 s.f. and 69% of 2	1367 s.f. and 75% of 2	431 s.f. and 59% of 2
Stone s.f. (as applicable)	0 s.f. and 0% of 2	0 s.f. and 0% of 2	0 s.f. and 0% of 2	0 s.f. and 0% of 2
5. Secondary Masonry Totals (hardi-board siding)	535 s.f. and 30% of 2	181 s.f. and 31% of 2	462 s.f. and 25% of 2	297 s.f. and 41% of 2

**NOTE: EXTERNAL ELECTRICAL PANELS TO BE PAINTED/ TEXTURED TO MATCH MATERIAL AND COLOR OF BUILDING

**NOTE: "THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY, WHETHER INDICATED ON THESE PLANS OR NOT."

PROPOSED MATERIALS

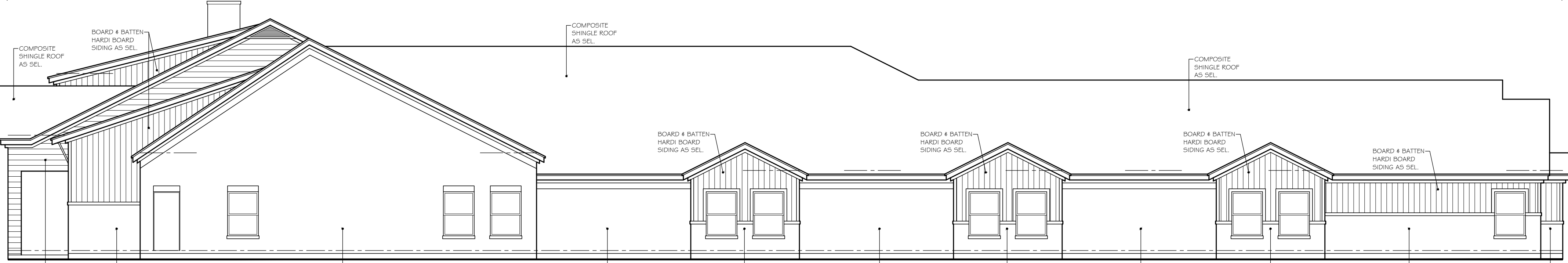
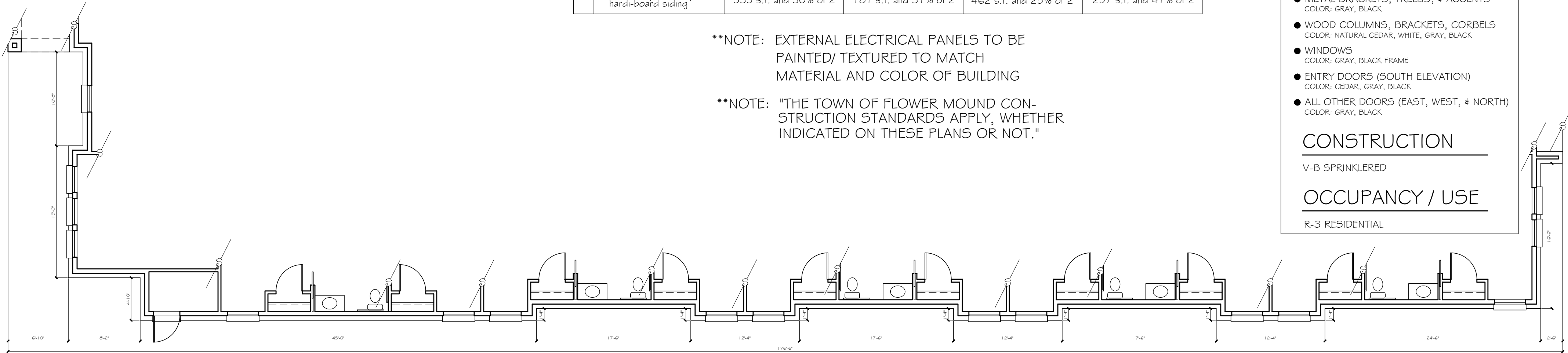
- ROOFING
COMPOSITE SHINGLE: BLACK, GRAY, NEUTRAL COLORS
- ROOFING
METAL STANDING SEAM: SILVER, GRAY, BLACK
- STONE
NATURAL STONE: SAW CUT, CHOPPED, LEDGE STONE
COLOR: CREAM, GRAY, WHITE, NEUTRAL
- BRICK (NATURAL OR PAINTED)
MODULAR OR KING SIZE
COLOR: CREAM, GRAY, WHITE, NEUTRAL
- FASCIA, SOFFITS, AND SIDING
COLOR: CREAM, GRAY, WHITE, BLACK
- METAL AWNINGS
COLOR: GRAY, BLACK
- METAL BRACKETS, TRELLIS, & ACCENTS
COLOR: GRAY, BLACK
- WOOD COLUMNS, BRACKETS, CORBELS
COLOR: NATURAL CEDAR, WHITE, GRAY, BLACK
- WINDOWS
COLOR: GRAY, BLACK FRAME
- ENTRY DOORS (SOUTH ELEVATION)
COLOR: CEDAR, GRAY, BLACK
- ALL OTHER DOORS (EAST, WEST, & NORTH)
COLOR: GRAY, BLACK

CONSTRUCTION

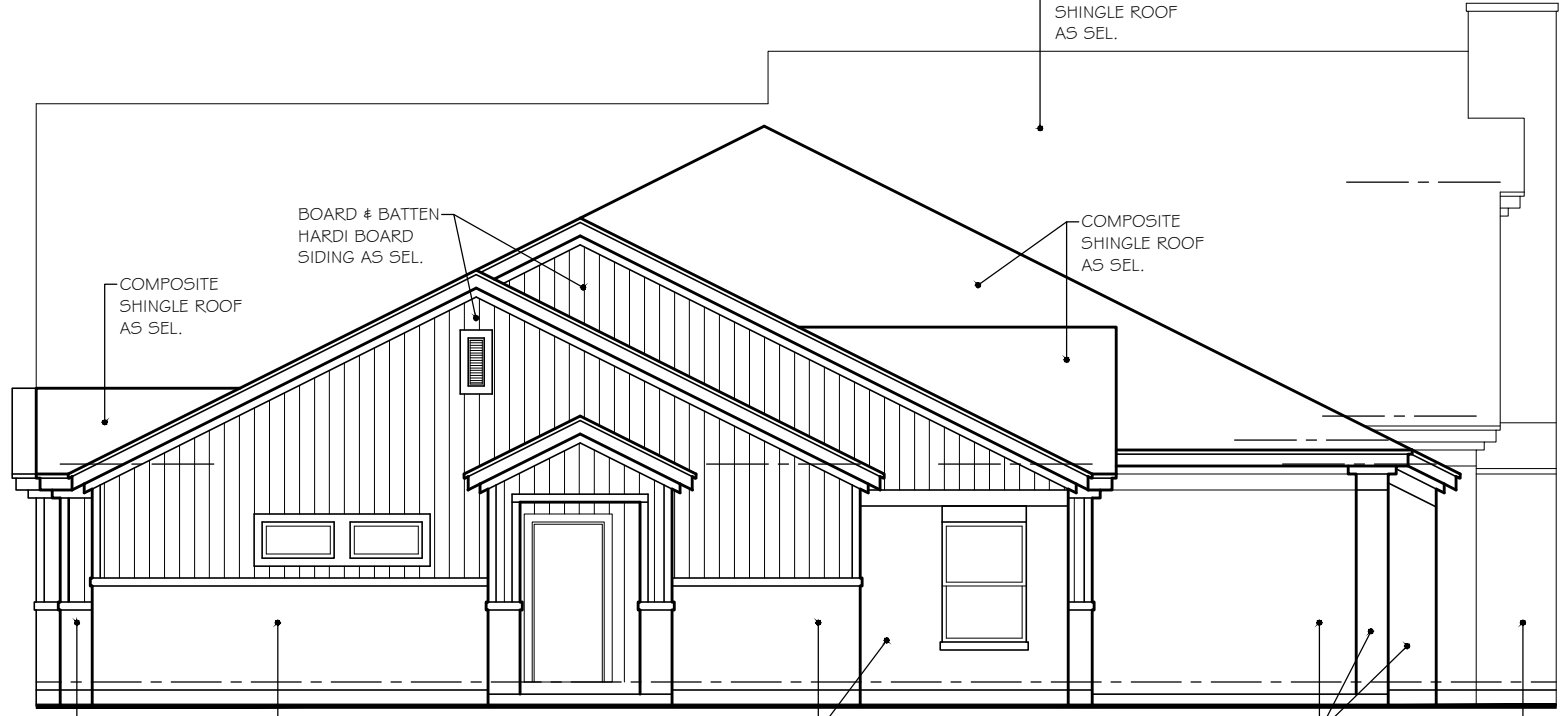
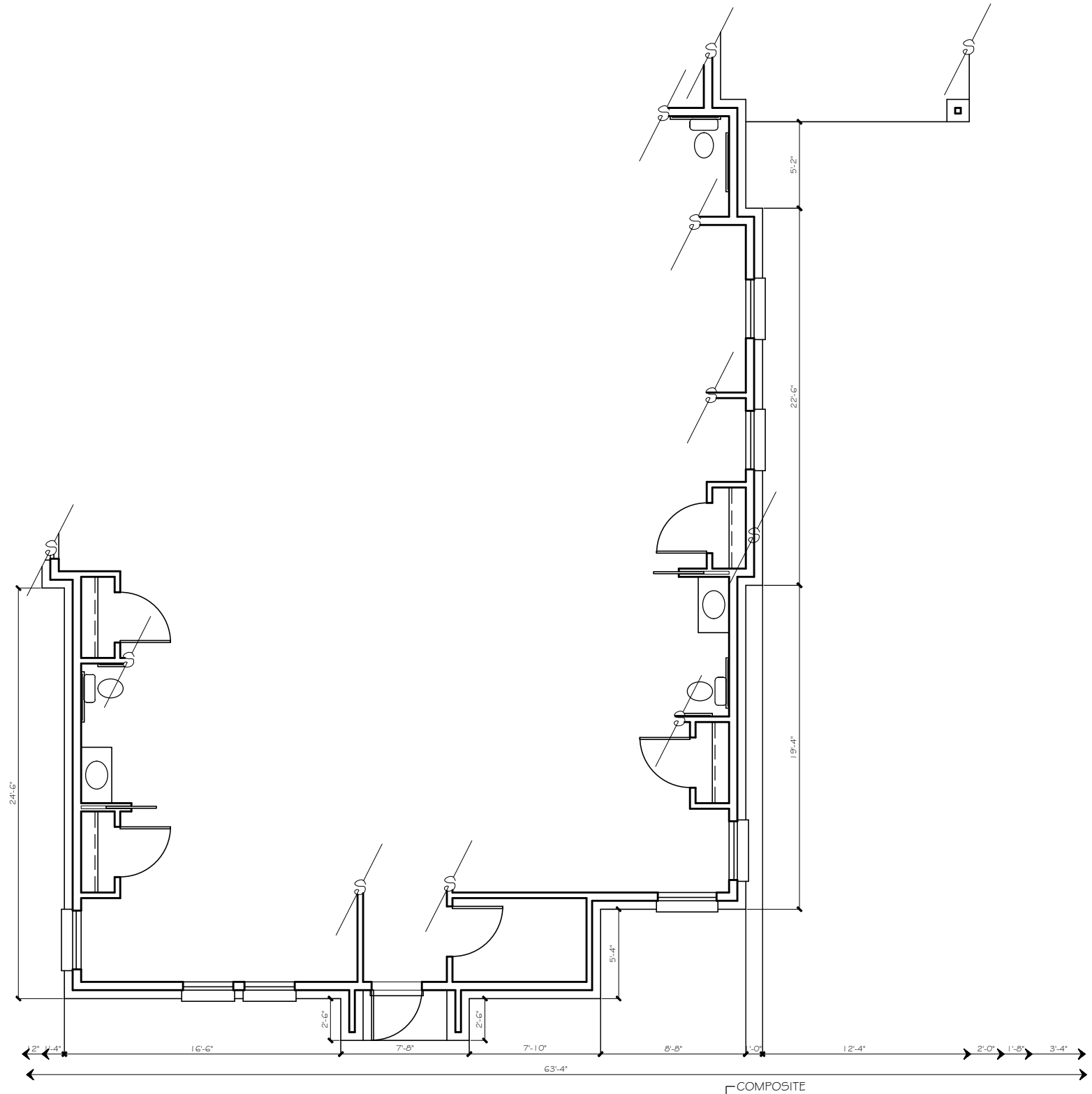
V-B SPRINKLERED

OCCUPANCY / USE

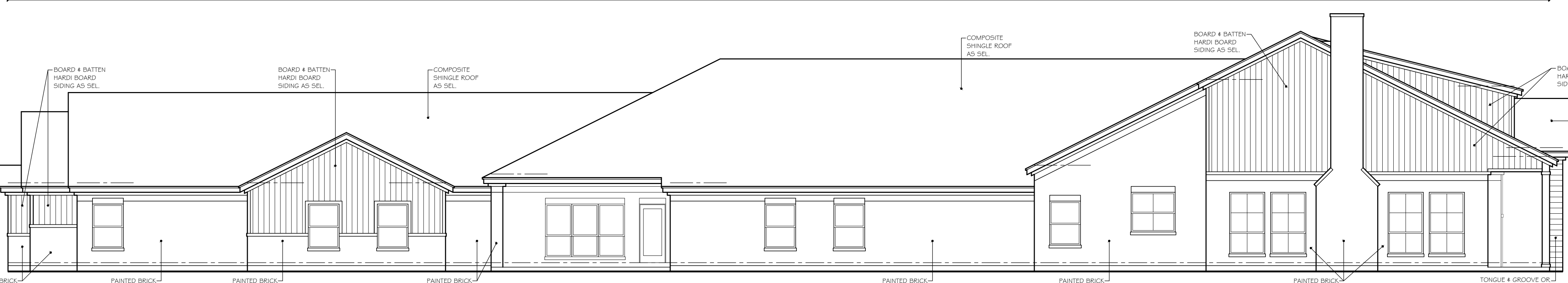
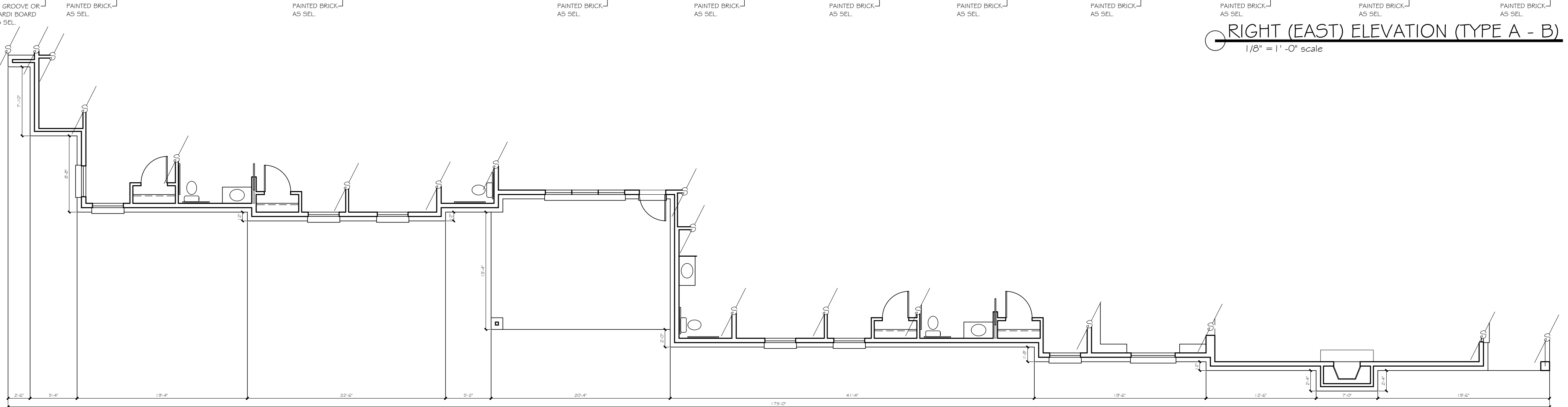
R-3 RESIDENTIAL



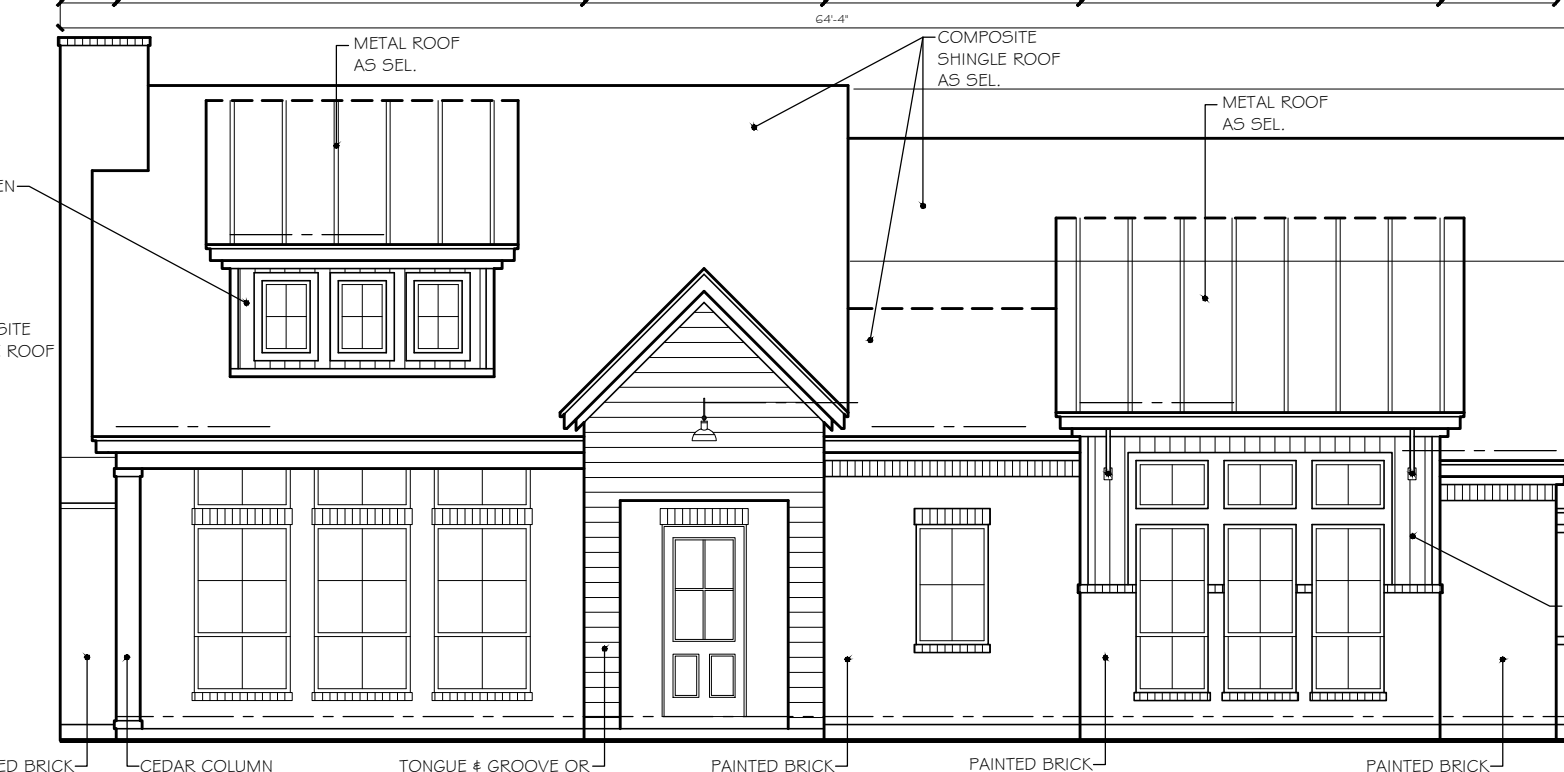
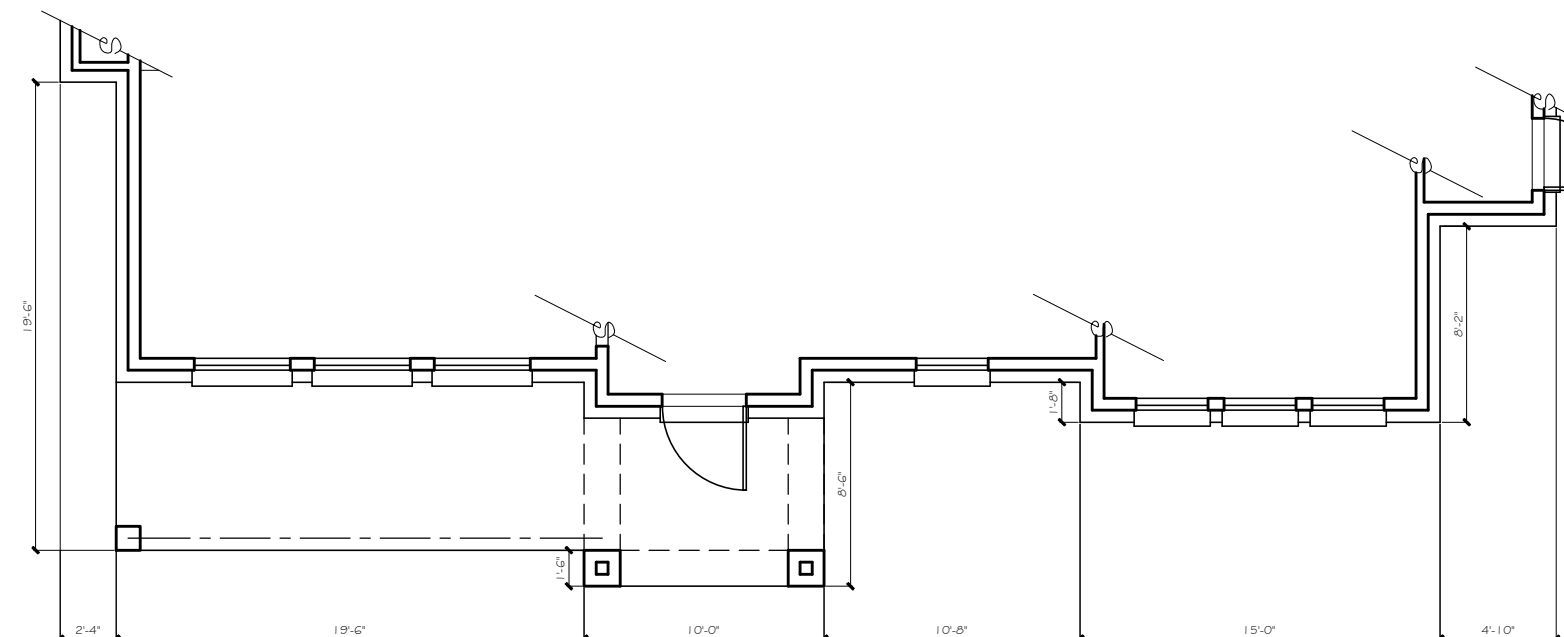
RIGHT (EAST) ELEVATION (TYPE A - B)
1/8" = 1' - 0" scale



REAR (NORTH) ELEVATION (TYPE A - B)
1/8" = 1' - 0" scale



LEFT (WEST) ELEVATION (TYPE A - B)
1/8" = 1' - 0" scale



FRONT (SOUTH) ELEVATION (TYPE A - B)
1/8" = 1' - 0" scale

CLAUSE

DATE:	JANUARY 27, 2020
DRAWN BY:	H.M.
REVISIONS:	
	Δ
	Δ
	Δ

CROSS TIMBERS ARCHITECTS
4315 WINDSOR CENTRE TRAIL STE # 200
FLOWER MOUND, TEXAS 75028
PHONE: (972) 355-7754

PRELIMINARY
NOT FOR
CONSTRUCTION

A CUSTOM PROJECT FOR:
MUSTANG CREEK ESTATES
COLLEGE PARKWAY
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

JOB #
19-062

SHEET
PD3

Cross Timbers Architects assumes no liability for any structure built from these plans. Before construction, the contractor shall verify all dimensions and materials with all governing codes & ordinances & incorporate site conditions. Only a qualified designer, architect, or structural engineer is authorized to make any changes to these plans. All plans shall remain the property of Cross Timbers Architects & are not to be reused or reproduced without written permission.

MATERIAL TABULATION CHART

	WEST (Left)	SOUTH (Front)	EAST (Right)	NORTH (Rear)
1. Total Facade S.F.	1721 s.f.	827 s.f.	1865 s.f.	629 s.f.
2. Facade S.F. (exclusive of doors and windows)	1561 s.f.	629 s.f.	1599 s.f.	468 s.f.
3. Doors and Windows S.F.	160 s.f.	198 s.f.	266 s.f.	161 s.f.
4. Primary Masonry Totals	889 sf and 57% of 2	432 s.f. and 69% of 2	920 s.f. and 58% of 2	138 s.f. and 29% of 2
Brick s.f. (as applicable)	864 sf and 55% of 2	258 s.f. and 41% of 2	767 s.f. and 48% of 2	138 s.f. and 29% of 2
Stone s.f. (as applicable)	25 s.f. and 2% of 2	174 s.f. and 28% of 2	153 s.f. and 10% of 2	0 s.f. and 0% of 2
5. Secondary Masonry Totals hardi-board siding	672 s.f. and 43% of 2	197 s.f. and 31% of 2	679 s.f. and 42% of 2	330 s.f. and 71% of 2

**NOTE: EXTERNAL ELECTRICAL PANELS TO BE PAINTED/ TEXTURED TO MATCH MATERIAL AND COLOR OF BUILDING

**NOTE: "THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY, WHETHER INDICATED ON THESE PLANS OR NOT."

PROPOSED MATERIALS

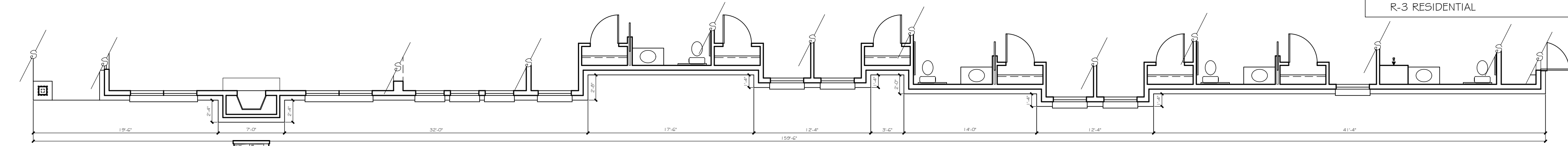
- ROOFING
COMPOSITE SHINGLE: BLACK, GRAY, NEUTRAL COLORS
- ROOFING
METAL STANDING SEAM: SILVER, GRAY, BLACK
- STONE
NATURAL STONE: SAW CUT, CHOPPED, LEDGE STONE
COLOR: CREAM, GRAY, WHITE, NEUTRAL
- BRICK (NATURAL OR PAINTED)
MODULAR OR KING SIZE
COLOR: CREAM, GRAY, WHITE, NEUTRAL
- FASCIA, SOFFITS, AND SIDING
COLOR: CREAM, GRAY, WHITE, BLACK
- METAL AWNINGS
COLOR: GRAY, BLACK
- METAL BRACKETS, TRELLIS, & ACCENTS
COLOR: GRAY, BLACK
- WOOD COLUMNS, BRACKETS, CORBELS
COLOR: NATURAL CEDAR, WHITE, GRAY, BLACK
- WINDOWS
COLOR: GRAY, BLACK FRAME
- ENTRY DOORS (SOUTH ELEVATION)
COLOR: CEDAR, GRAY, BLACK
- ALL OTHER DOORS (EAST, WEST, & NORTH)
COLOR: GRAY, BLACK

CONSTRUCTION

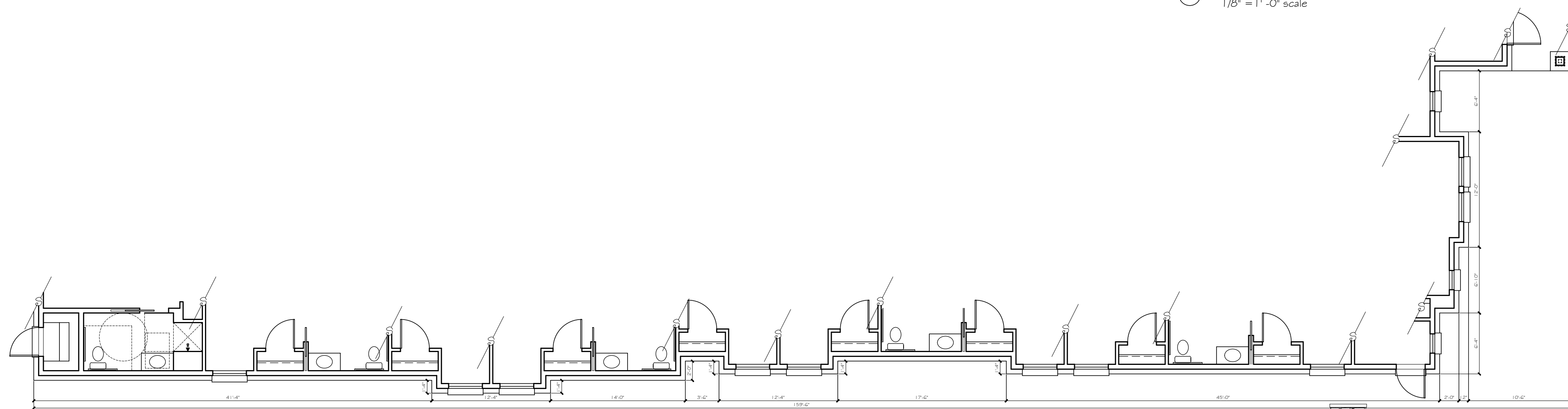
V-B SPRINKLERED

OCCUPANCY / USE

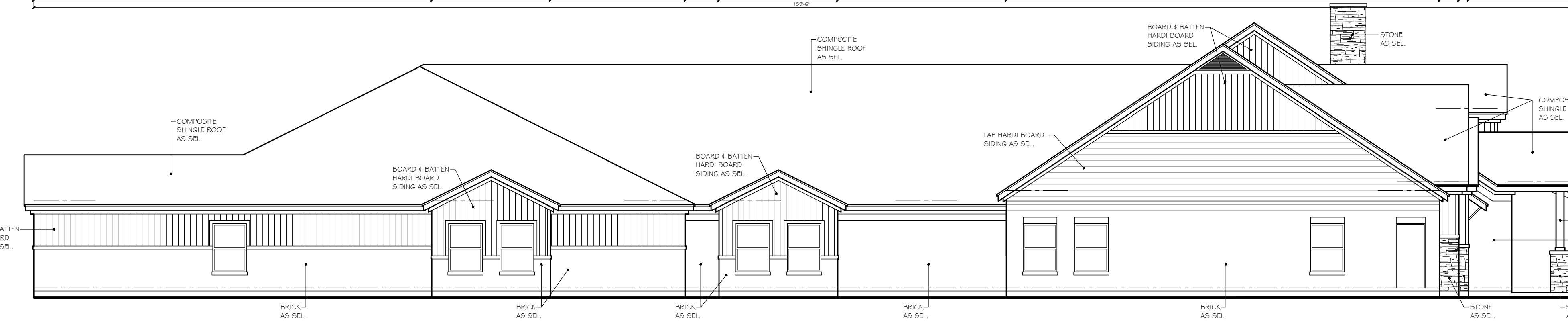
R-3 RESIDENTIAL



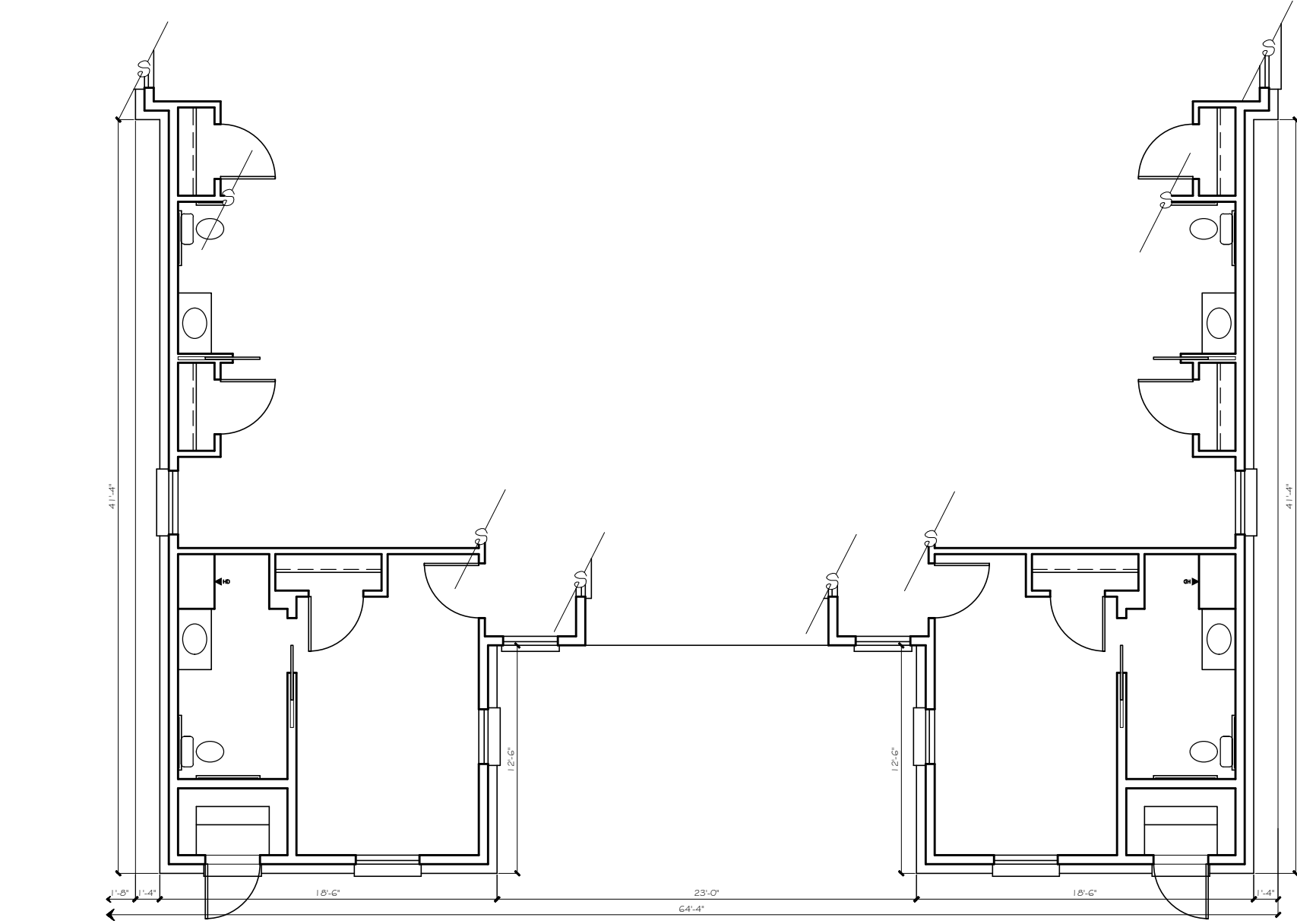
RIGHT (EAST) ELEVATION (TYPE B - A)
1/8" = 1' - 0" scale



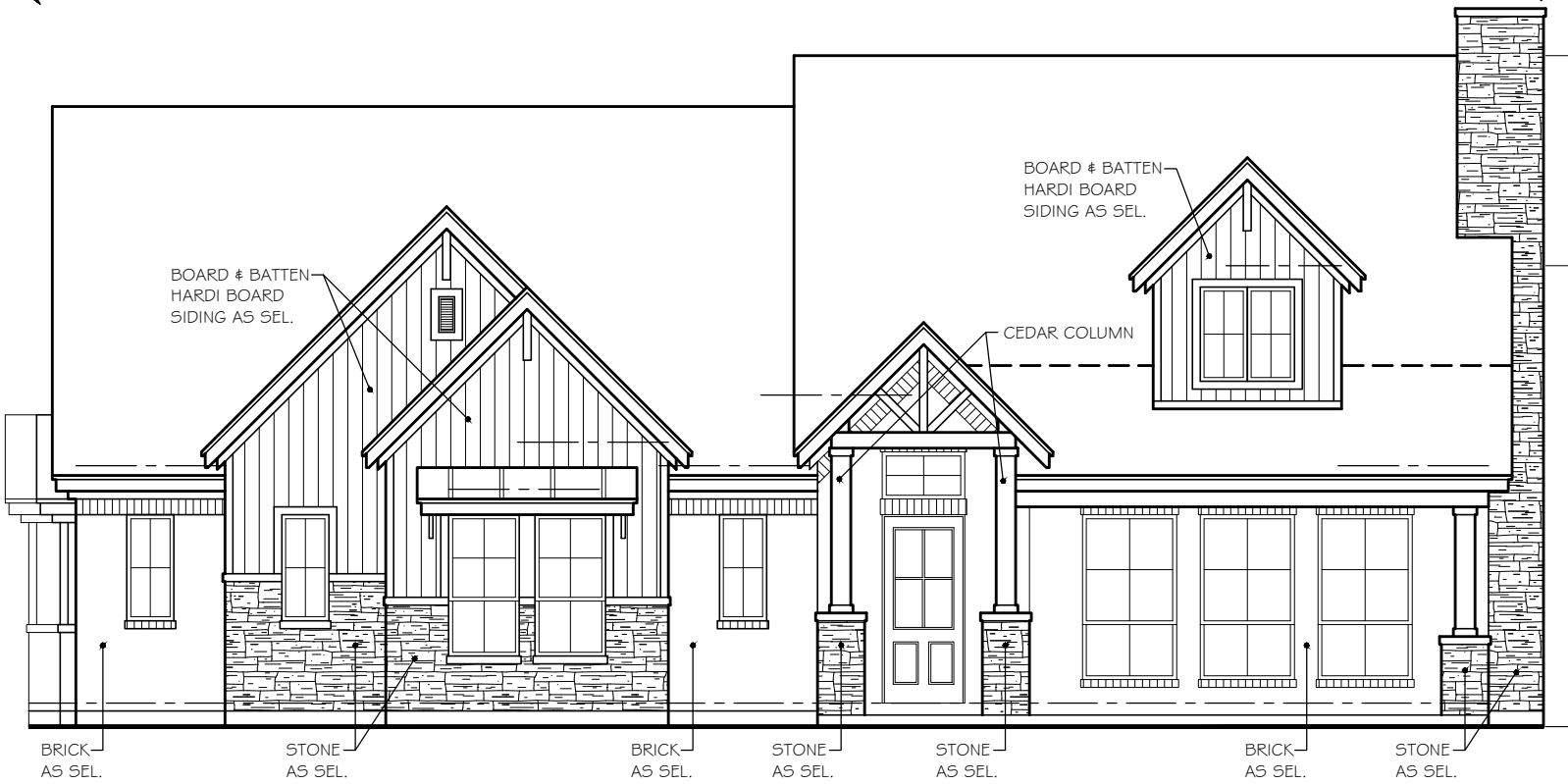
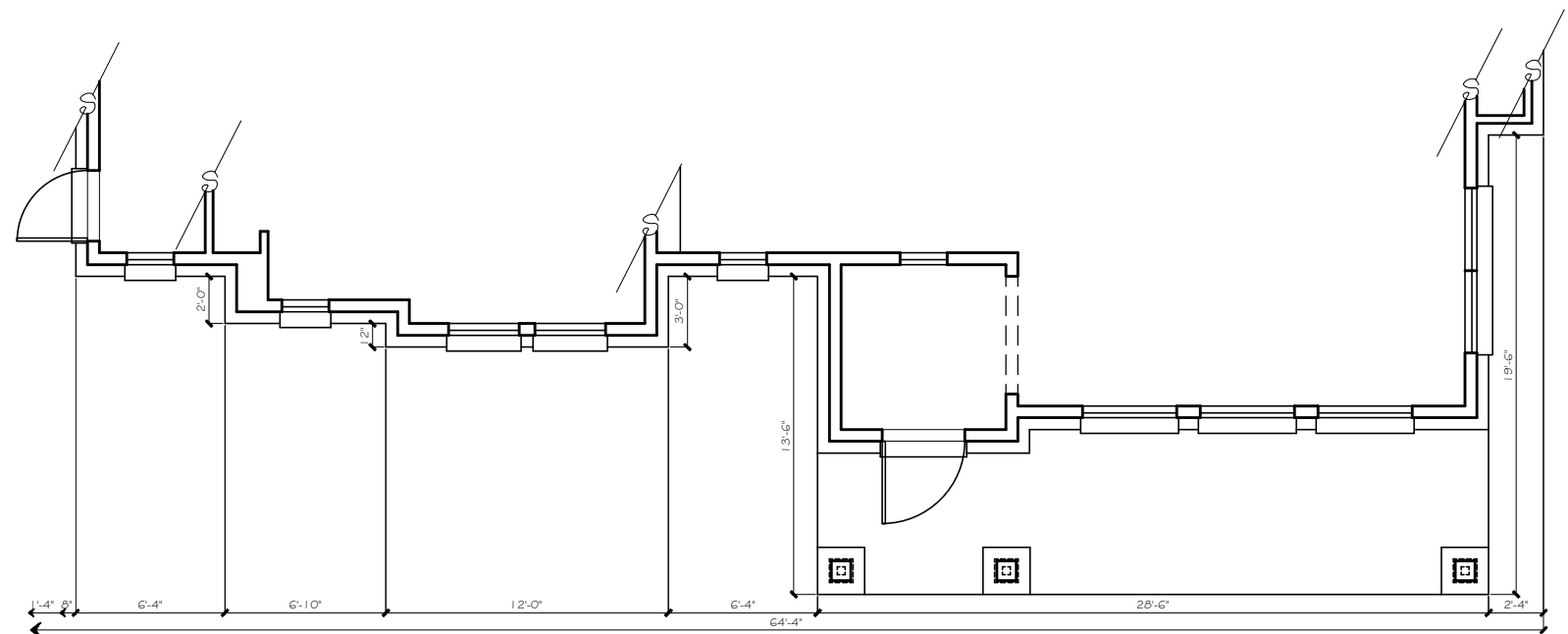
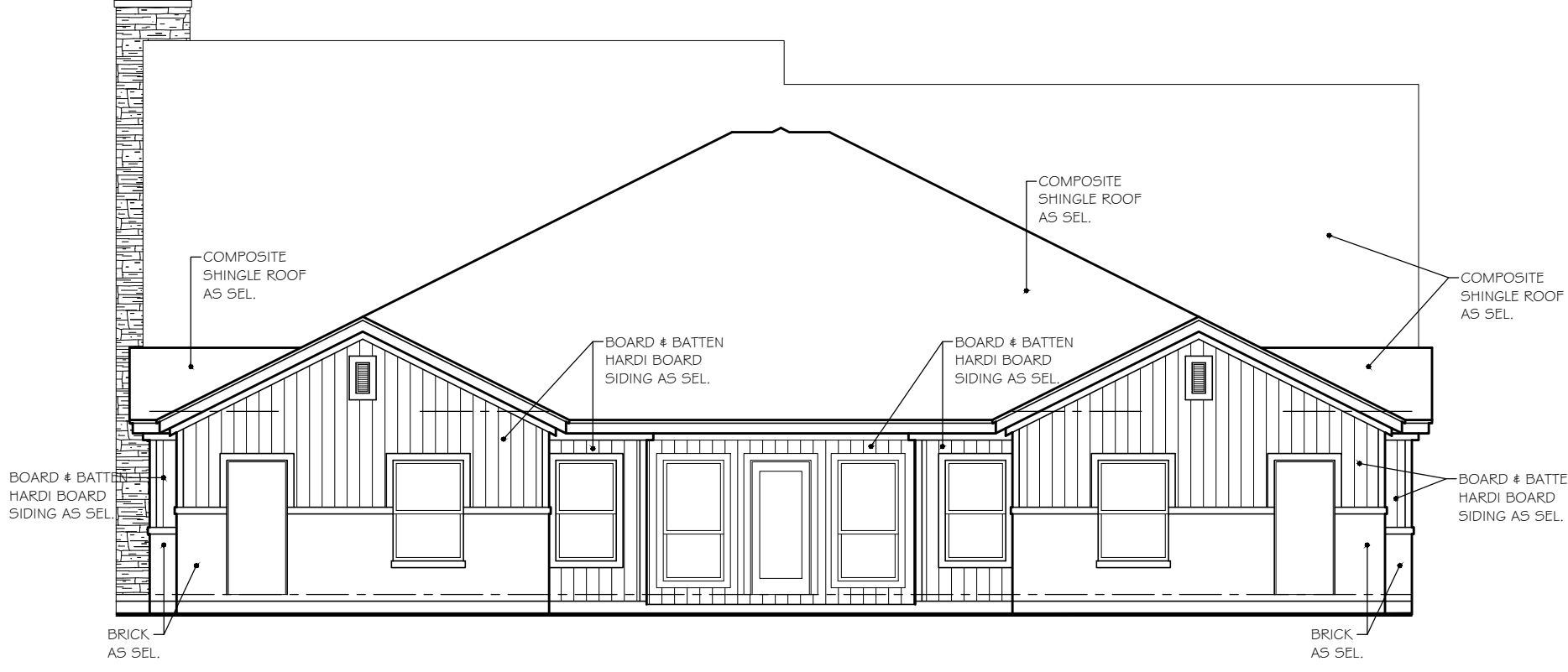
LEFT (WEST) ELEVATION (TYPE B - A)
1/8" = 1' - 0" scale



FRONT (SOUTH) ELEVATION (TYPE B - A)
1/8" = 1' - 0" scale



REAR (NORTH) ELEVATION (TYPE B - A)
1/8" = 1' - 0" scale



CLAUSE

Cross Timbers Architects assumes no liability for any structure built from these plans. Before construction, the contractor shall verify all dimensions and materials with all governing codes & ordinances & incorporate site conditions. Only a qualified designer, architect, or structural engineer is authorized to modify these plans. All plans shall remain the property of Cross Timbers Architects & are not to be reused or reproduced without written permission.

DATE: JANUARY 27, 2020

DRAWN BY: H.M.

REVISIONS:

Δ Δ Δ

**CROSS
TIMBERS
ARCHITECTS**
4315 WINDSOR CENTRE TRAIL STE # 200
FLOWER MOUND, TEXAS 75028
PHONE: (972) 355-7754

**PRELIMINARY
NOT FOR
CONSTRUCTION**

A CUSTOM PROJECT FOR:

**MUSTANG CREEK ESTATES
COLLEGE PARKWAY
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS**

JOB #

19-062

SHEET

PD4

MATERIAL TABULATION CHART

	WEST (Left)	SOUTH (Front)	EAST (Right)	NORTH (Rear)
1. Total Facade S.F.	1779 s.f.	1026 s.f.	1746 s.f.	602 s.f.
2. Facade S.F. (exclusive of doors and windows)	1526 s.f.	841 s.f.	1582 s.f.	440 s.f.
3. Doors and Windows S.F.	253 s.f.	185 s.f.	164 s.f.	162 s.f.
4. Primary Masonry Totals	970 sf and 64% of 2	833 s.f. and 99% of 2	1043 s.f. and 66% of 2	138 s.f. and 31% of 2
Brick s.f. (as applicable)	970 sf and 64% of 2	833 s.f. and 99% of 2	1043 s.f. and 66% of 2	138 s.f. and 31% of 2
Stone s.f. (as applicable)	0 s.f. and 0% of 2	0 s.f. and 0% of 2	0 s.f. and 0% of 2	0 s.f. and 0% of 2
5. Secondary Masonry Totals hardi-board siding	556 s.f. and 36% of 2	8 s.s.f. and 1% of 2	539 s.f. and 34% of 2	302 s.f. and 69% of 2

**NOTE: EXTERNAL ELECTRICAL PANELS TO BE PAINTED/ TEXTURED TO MATCH MATERIAL AND COLOR OF BUILDING

**NOTE: "THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY, WHETHER INDICATED ON THESE PLANS OR NOT."

PROPOSED MATERIALS

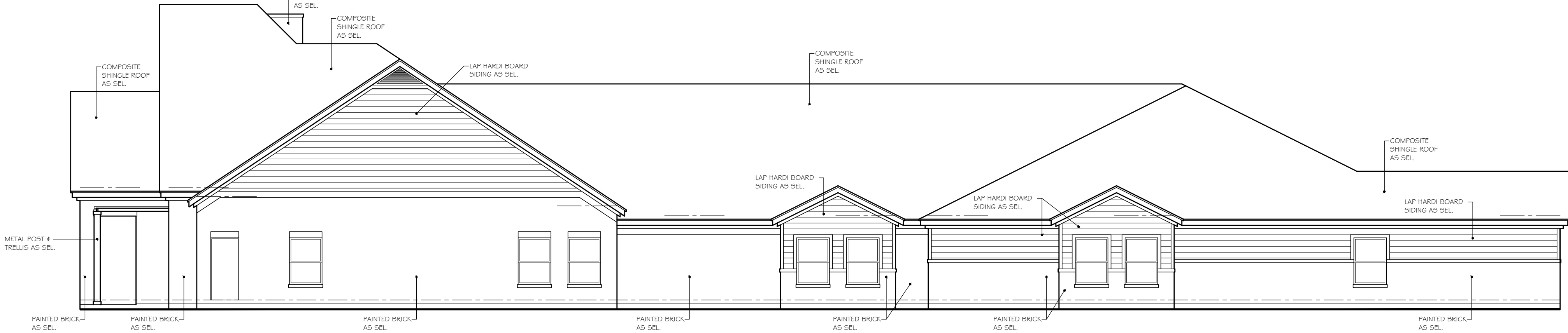
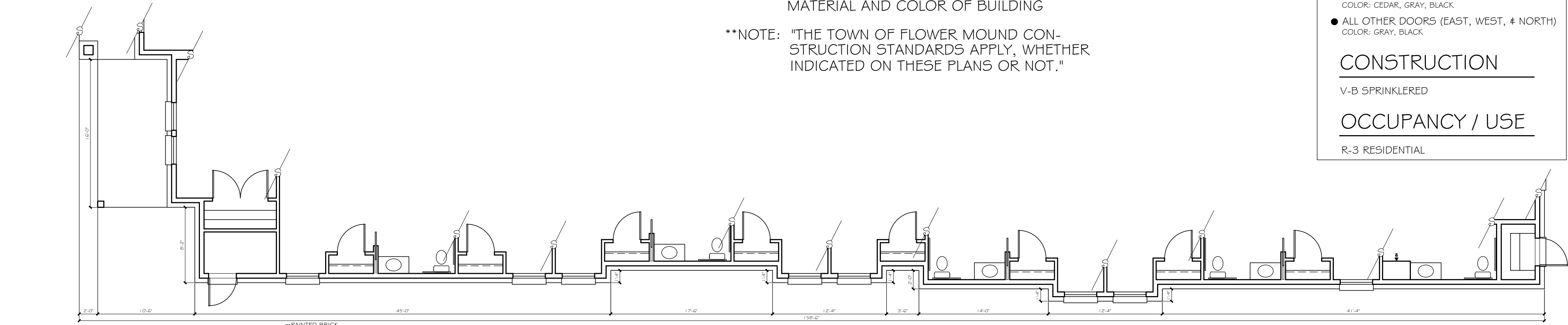
- ROOFING
COMPOSITE SHINGLE; BLACK, GRAY, NEUTRAL COLORS
- ROOFING
METAL STANDING SEAM; SILVER, GRAY, BLACK
- STONE
NATURAL STONE; SAW CUT, CHOPPED, LEDGE STONE
COLOR: CREAM, GRAY, WHITE, NEUTRAL
- BRICK (NATURAL OR PAINTED)
MODULAR OR KING SIZE
COLOR: CREAM, GRAY, WHITE, NEUTRAL
- FASCIA, SOFFITS, AND SIDING
COLOR: CREAM, GRAY, WHITE, BLACK
- METAL AWNINGS
COLOR: GRAY, BLACK
- METAL BRACKETS, TRELLIS, & ACCENTS
COLOR: GRAY, BLACK
- WOOD COLUMNS, BRACKETS, CORBELS
COLOR: NATURAL CEDAR, WHITE, GRAY, BLACK
- WINDOWS
COLOR: GRAY, BLACK FRAME
- ENTRY DOORS (SOUTH ELEVATION)
COLOR: CEDAR, GRAY, BLACK
- ALL OTHER DOORS (EAST, WEST, & NORTH)
COLOR: GRAY, BLACK

CONSTRUCTION

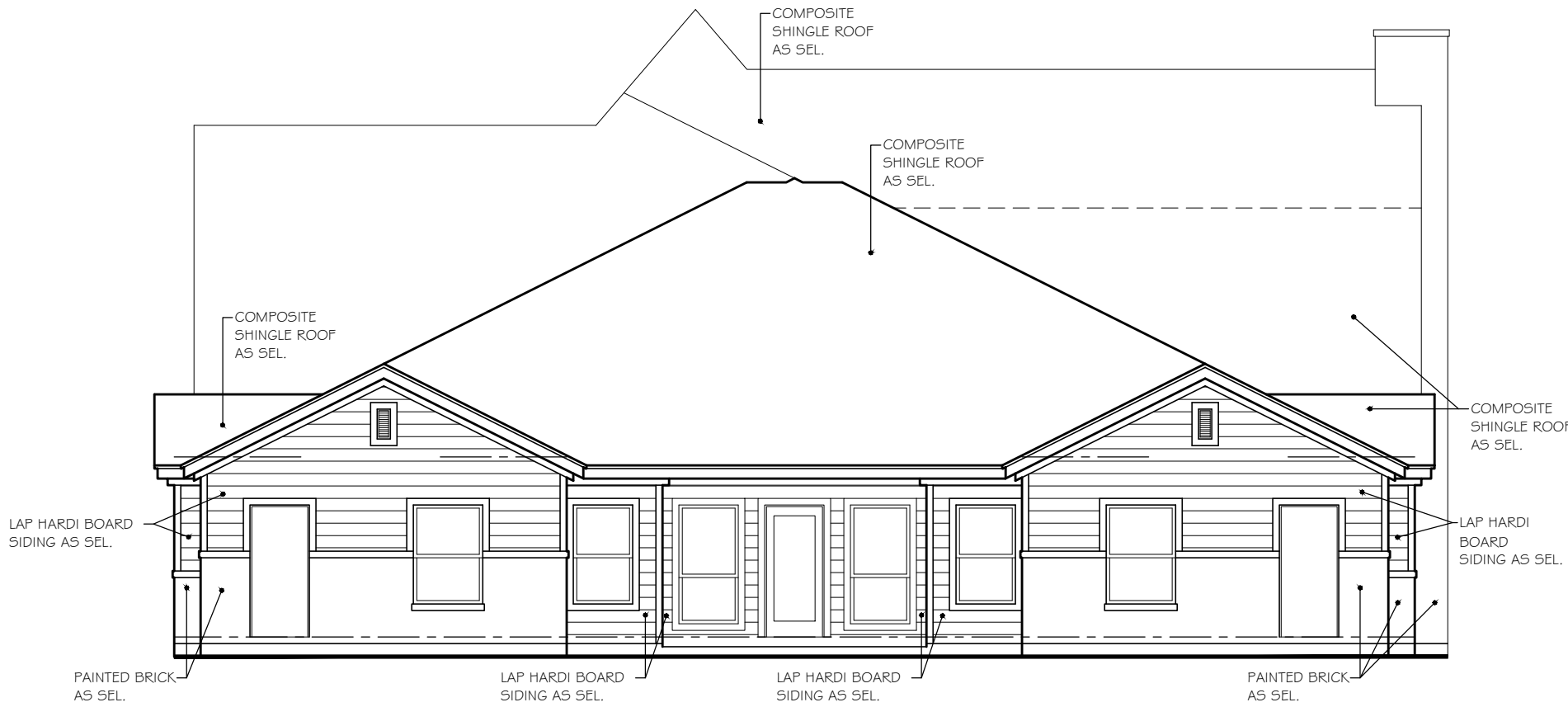
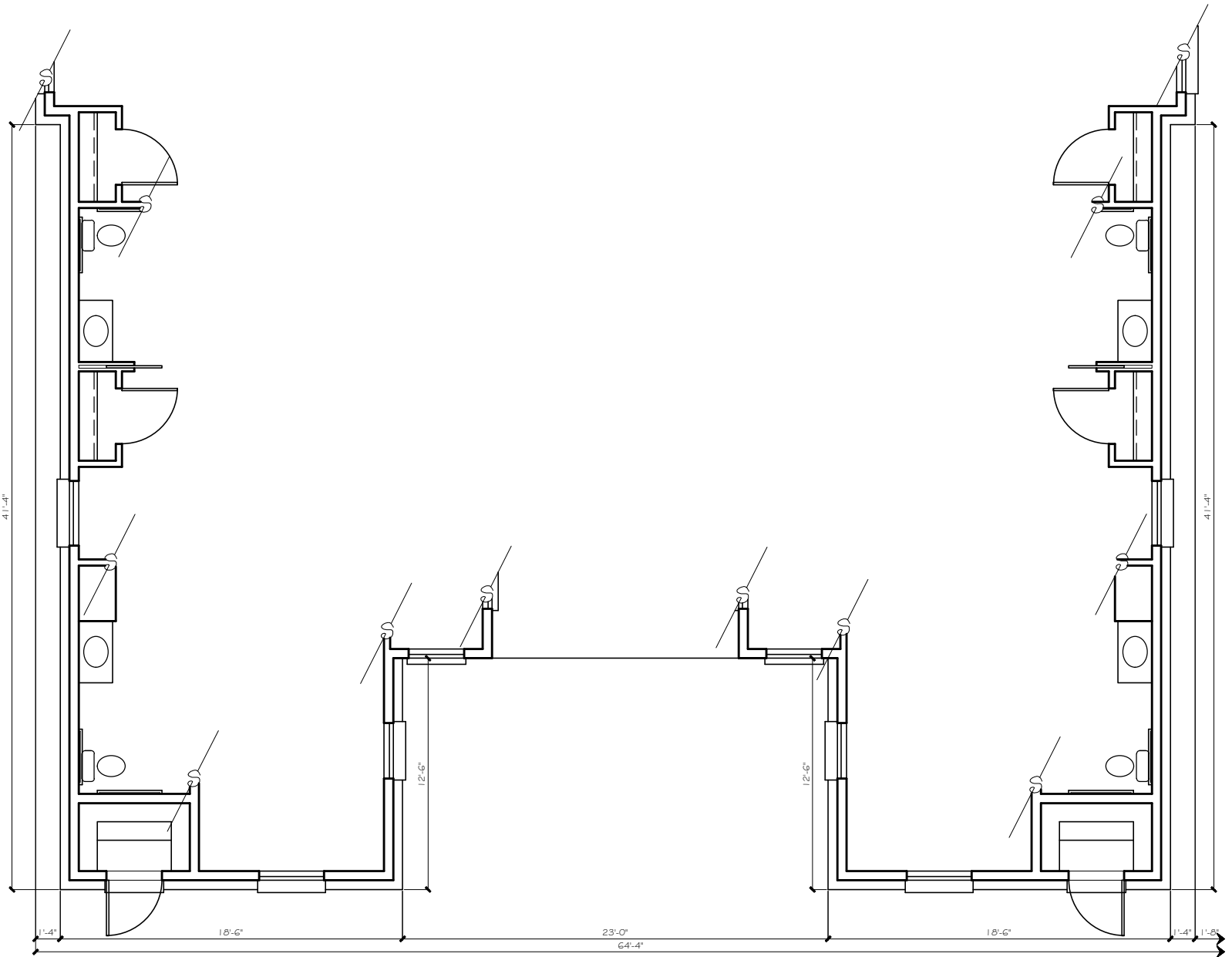
V-B SPRINKLERED

OCCUPANCY / USE

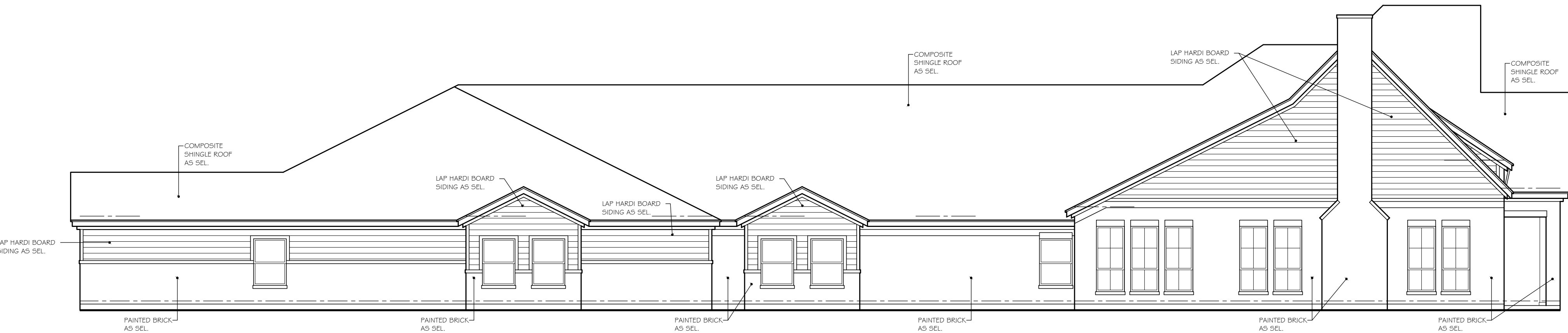
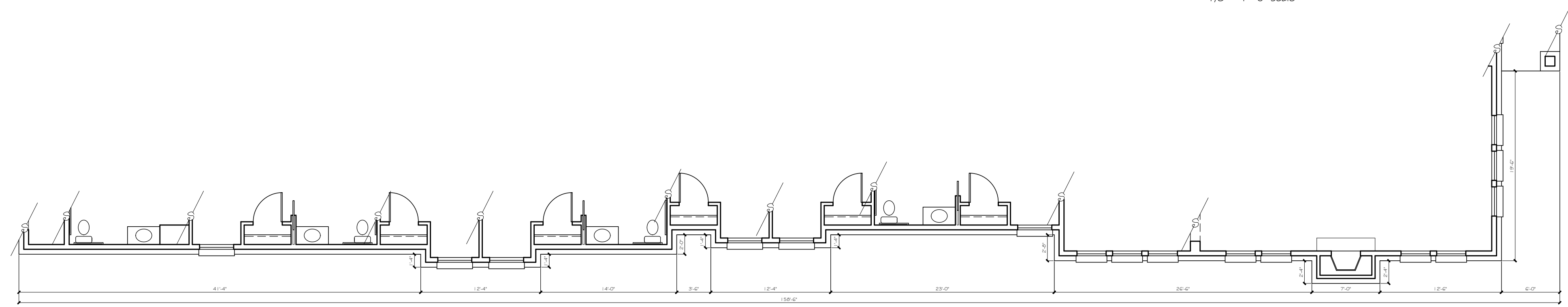
R-3 RESIDENTIAL



RIGHT (EAST) ELEVATION (TYPE B - B)
1/8" = 1'-0" scale



REAR (NORTH) ELEVATION (TYPE B - B)
1/8" = 1'-0" scale



LEFT (WEST) ELEVATION (TYPE B - B)
1/8" = 1'-0" scale



FRONT (SOUTH) ELEVATION (TYPE B - B)
1/8" = 1'-0" scale

CLAUSE

DATE: JANUARY 27, 2020

DRAWN BY: H.M.

REVISIONS:

Δ Δ Δ

**CROSS
TIMBERS
ARCHITECTS**

4315 WINDSOR CENTRE TRAIL STE # 200
FLOWER MOUND, TEXAS 75028
PHONE: (972) 355-7754

**PRELIMINARY
NOT FOR
CONSTRUCTION**

A CUSTOM PROJECT FOR:

**MUSTANG CREEK ESTATES
COLLEGE PARKWAY
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS**

JOB #

19-062

SHEET

PD5

Cross Timbers Architects assumes no liability for any structure built from these plans. Before construction, the contractor shall verify all dimensions and materials with all governing codes & ordinances & incorporate site conditions. Only a qualified designer, architect, or structural engineer is authorized to modify these plans. All modifications shall remain the property of Cross Timbers Architects & are not to be re-used or reproduced without written permission.

MATERIAL TABULATION CHART

	WEST (Left)	SOUTH (Front)	EAST (Right)	NORTH (Rear)
1. Total Facade S.F.	1614 s.f.	754 s.f.	1732 s.f.	780 s.f.
2. Facade S.F. (exclusive of doors and windows)	1364 s.f.	598 s.f.	1472 s.f.	718 s.f.
3. Doors and Windows S.F.	250 s.f.	156 s.f.	260 s.f.	62 s.f.
4. Primary Masonry Totals	1193 sf and 87% of 2	493 s.f. and 82% of 2	1320 s.f. and 90% of 2	460 s.f. and 64% of 2
Brick s.f. (as applicable)	1193 sf and 87% of 2	493 s.f. and 82% of 2	1320 s.f. and 90% of 2	460 s.f. and 64% of 2
Stone s.f. (as applicable)	0 s.f. and 0% of 2	0 s.f. and 0% of 2	0 s.f. and 0% of 2	0 s.f. and 0% of 2
5. Secondary Masonry Totals hardi-board siding	171 s.f. and 13% of 2	105 s.f. and 18% of 2	152 s.f. and 10% of 2	258 s.f. and 36% of 2

**NOTE: EXTERNAL ELECTRICAL PANELS TO BE PAINTED/ TEXTURED TO MATCH MATERIAL AND COLOR OF BUILDING

**NOTE: "THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY, WHETHER INDICATED ON THESE PLANS OR NOT."

PROPOSED MATERIALS

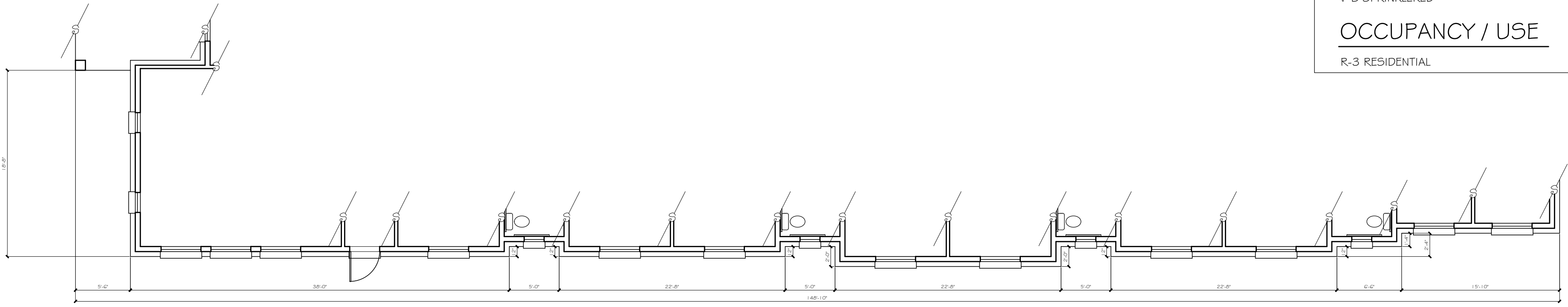
- ROOFING
COMPOSITE SHINGLE: BLACK, GRAY, NEUTRAL COLORS
- ROOFING
METAL STANDING SEAM: SILVER, GRAY, BLACK
- STONE
NATURAL STONE: SAW CUT, CHOPPED, LEDGE STONE
COLOR: CREAM, GRAY, WHITE, NEUTRAL
- BRICK (NATURAL OR PAINTED)
MODULAR OR KING SIZE
COLOR: CREAM, GRAY, WHITE, NEUTRAL
- FASCIA, SOFFITS, AND SIDING
COLOR: CREAM, GRAY, WHITE, BLACK
- METAL AWNINGS
COLOR: GRAY, BLACK
- METAL BRACKETS, TRELLIS, & ACCENTS
COLOR: GRAY, BLACK
- WOOD COLUMNS, BRACKETS, CORBELS
COLOR: NATURAL CEDAR, WHITE, GRAY, BLACK
- WINDOWS
COLOR: GRAY, BLACK FRAME
- ENTRY DOORS (SOUTH ELEVATION)
COLOR: CEDAR, GRAY, BLACK
- ALL OTHER DOORS (EAST, WEST, & NORTH)
COLOR: GRAY, BLACK

CONSTRUCTION

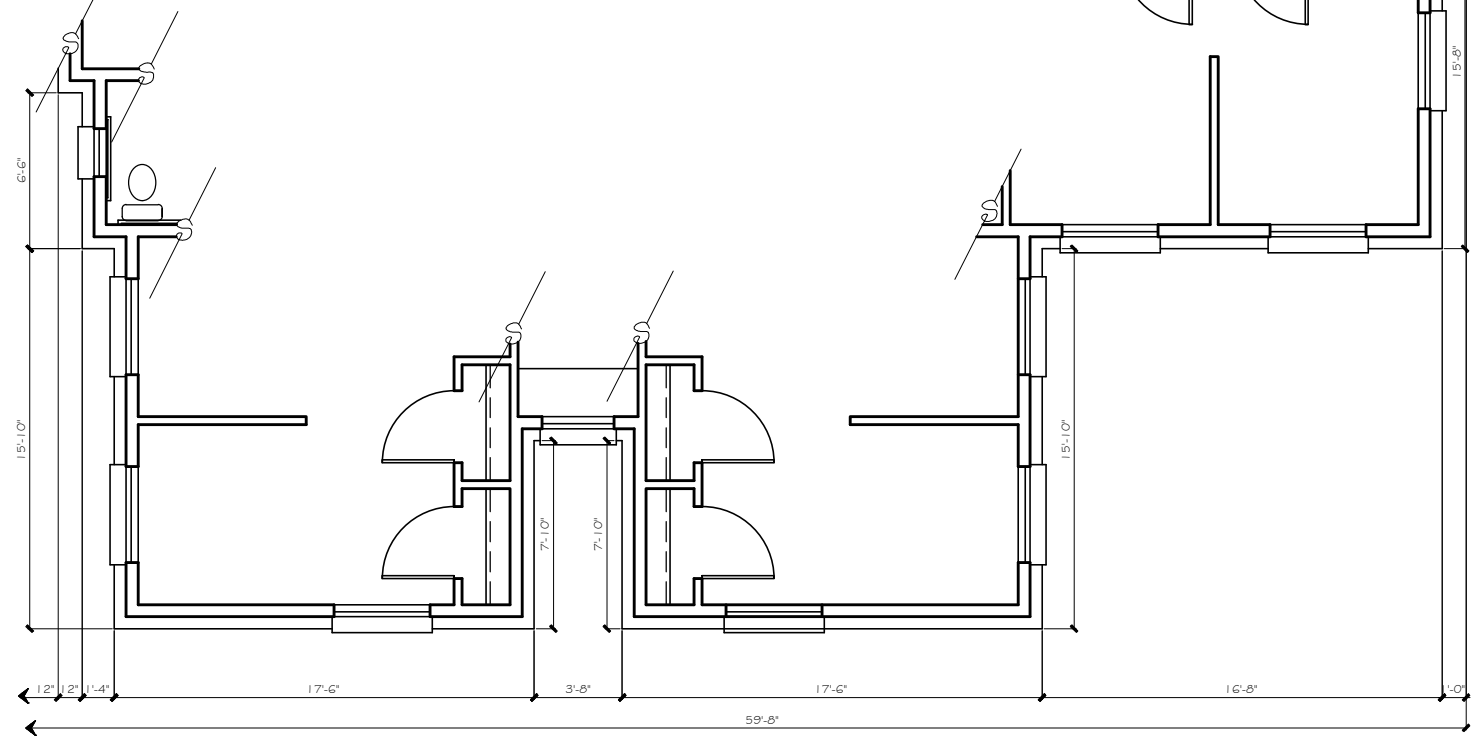
V-B SPRINKLERED

OCCUPANCY / USE

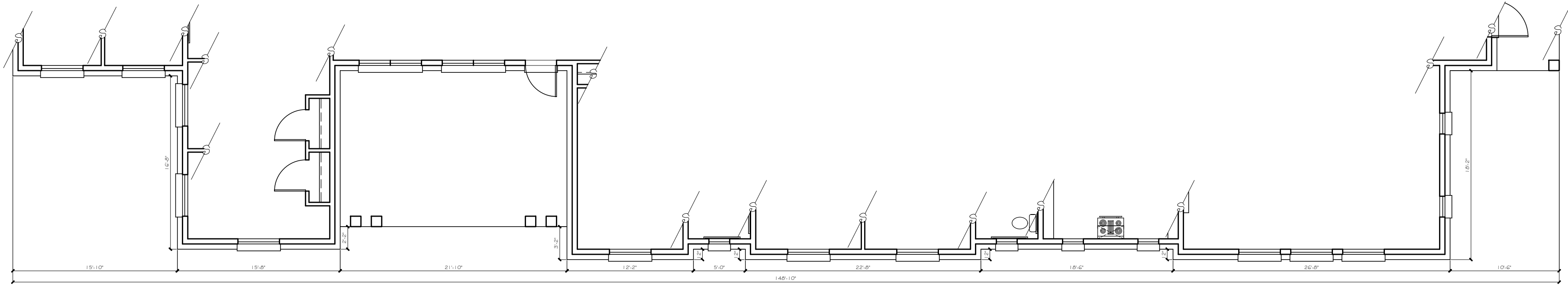
R-3 RESIDENTIAL



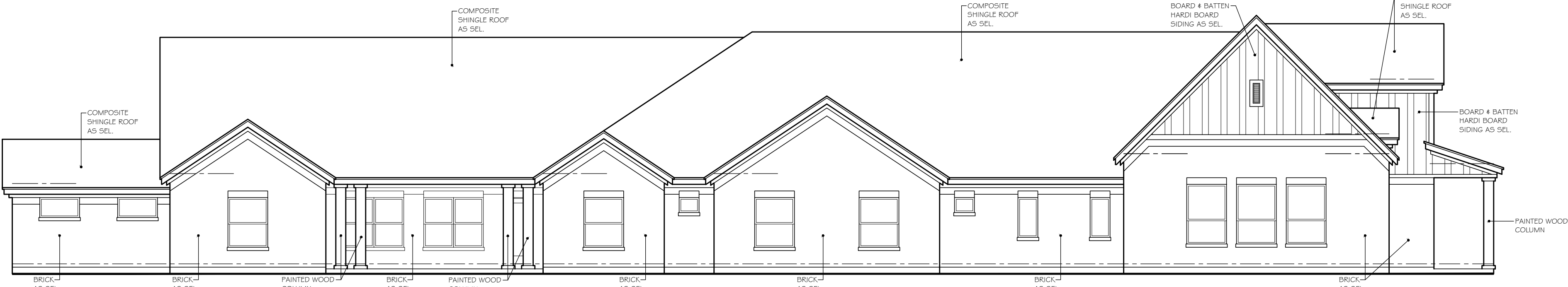
RIGHT (EAST) ELEVATION (TYPE M - A)
1/8" = 1' - 0" scale



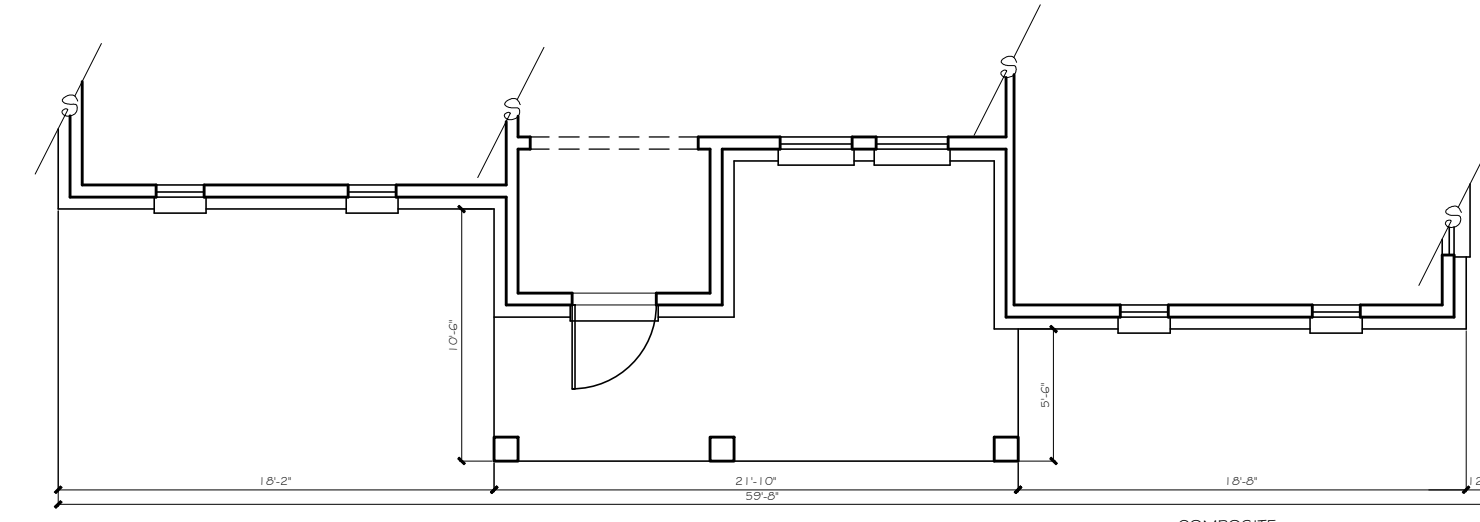
REAR (NORTH) ELEVATION (TYPE M - A)
1/8" = 1' - 0" scale



LEFT (WEST) ELEVATION (TYPE M - A)
1/8" = 1' - 0" scale



FRONT (SOUTH) ELEVATION (TYPE M - A)
1/8" = 1' - 0" scale



CLAUSE

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DATE: JANUARY 27, 2020

DRAWN BY: H.M.

REVISIONS:

Δ Δ Δ

**CROSS
TIMBERS
ARCHITECTS**
4315 WINDSOR CENTRE TRAIL STE # 200
FLOWER MOUND, TEXAS 75028
PHONE: (972) 355-7754

PRELIMINARY
NOT FOR
CONSTRUCTION

A CUSTOM PROJECT FOR:

MUSTANG CREEK ESTATES
COLLEGE PARKWAY
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

JOB #

19-062

SHEET

PD6

MATERIAL TABULATION CHART

	WEST (Left)	SOUTH (Front)	EAST (Right)	NORTH (Rear)
1. Total Facade S.F.	1817 s.f.	892 s.f.	1613 s.f.	790 s.f.
2. Facade S.F. (exclusive of doors and windows)	1545 s.f.	753 s.f.	1331 s.f.	728 s.f.
3. Doors and Windows S.F.	272 s.f.	139 s.f.	282 s.f.	62 s.f.
4. Primary Masonry Totals	1545 sf and 100% of 2	753 s.f. and 100% of 2	1155 s.f. and 87% of 2	460 s.f. and 63% of 2
Brick s.f. (as applicable)	1476 sf and 96% of 2	483 s.f. and 64% of 2	1135 s.f. and 85% of 2	460 s.f. and 63% of 2
Stone s.f. (as applicable)	69 s.f. and 4% of 2	270 s.f. and 36% of 2	20 s.f. and 2% of 2	0 s.f. and 0% of 2
5. Secondary Masonry Totals (hardi-board siding)	0 s.f. and 0% of 2	0 s.f. and 0% of 2	176 s.f. and 13% of 2	268 s.f. and 37% of 2

**NOTE: EXTERNAL ELECTRICAL PANELS TO BE PAINTED/ TEXTURED TO MATCH MATERIAL AND COLOR OF BUILDING

**NOTE: "THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY, WHETHER INDICATED ON THESE PLANS OR NOT."

PROPOSED MATERIALS

- ROOFING
COMPOSITE SHINGLE: BLACK, GRAY, NEUTRAL COLORS
- ROOFING
METAL STANDING SEAM: SILVER, GRAY, BLACK
- STONE
NATURAL STONE: SAW CUT, CHOPPED, LEDGE STONE
COLOR: CREAM, GRAY, WHITE, NEUTRAL
- BRICK (NATURAL OR PAINTED)
MODULAR OR KING SIZE
COLOR: CREAM, GRAY, WHITE, NEUTRAL
- FASCIA, SOFFITS, AND SIDING
COLOR: CREAM, GRAY, WHITE, BLACK
- METAL AWNINGS
COLOR: GRAY, BLACK
- METAL BRACKETS, TRELLIS, & ACCENTS
COLOR: GRAY, BLACK
- WOOD COLUMNS, BRACKETS, CORBELS
COLOR: NATURAL CEDAR, WHITE, GRAY, BLACK
- WINDOWS
COLOR: GRAY, BLACK FRAME
- ENTRY DOORS (SOUTH ELEVATION)
COLOR: CEDAR, GRAY, BLACK
- ALL OTHER DOORS (EAST, WEST, & NORTH)
COLOR: GRAY, BLACK

CONSTRUCTION

V-B SPRINKLERED

OCCUPANCY / USE

R-3 RESIDENTIAL

CLAUSE

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DATE:	JANUARY 27, 2020	REVISIONS:	
DRAWN BY:	H.M.		

**CROSS
TIMBERS
ARCHITECTS**
4315 WINDSOR CENTRE TRAIL STE # 200
FLOWER MOUND, TEXAS 75028
PHONE: (972) 355-7754

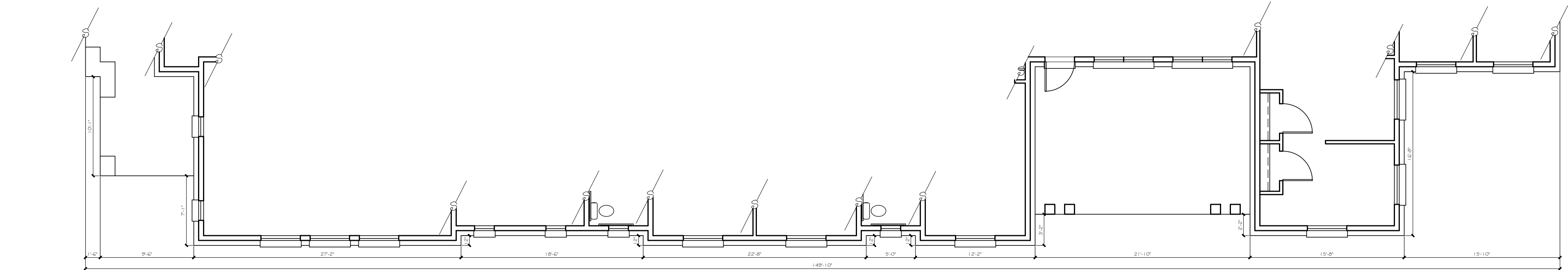
**PRELIMINARY
NOT FOR
CONSTRUCTION**

A CUSTOM PROJECT FOR:

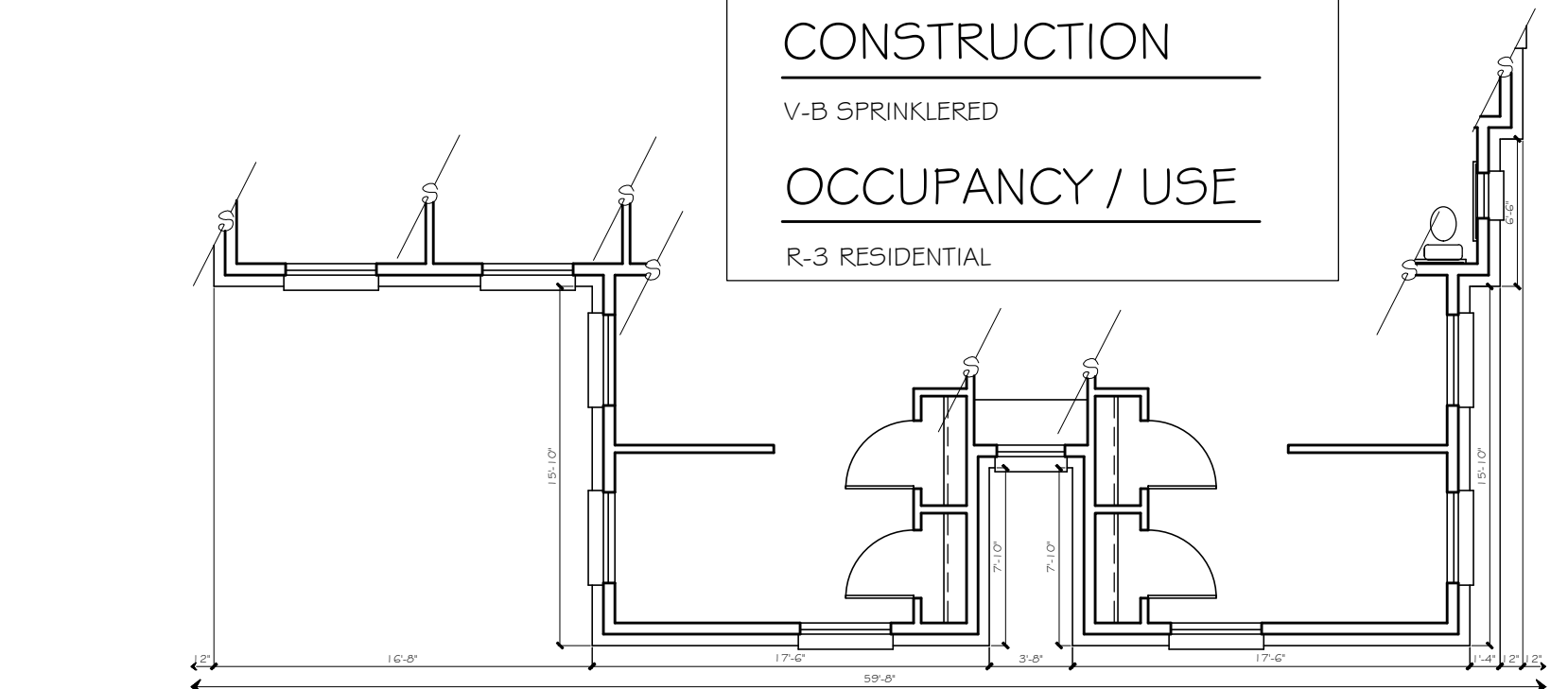
**MUSTANG CREEK ESTATES
COLLEGE PARKWAY
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS**

JOB #
19-062

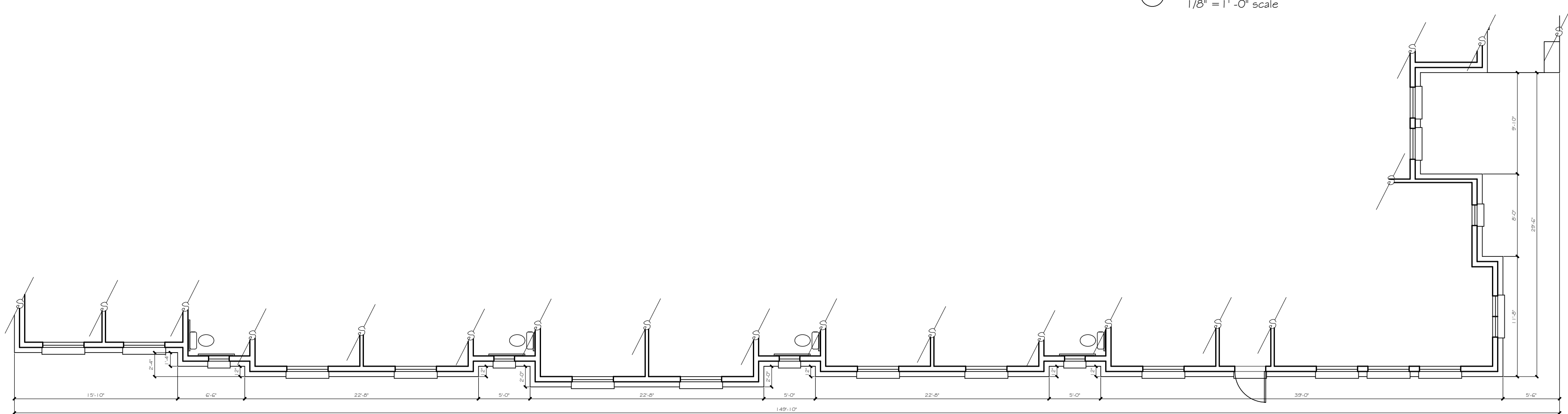
SHEET
PD7



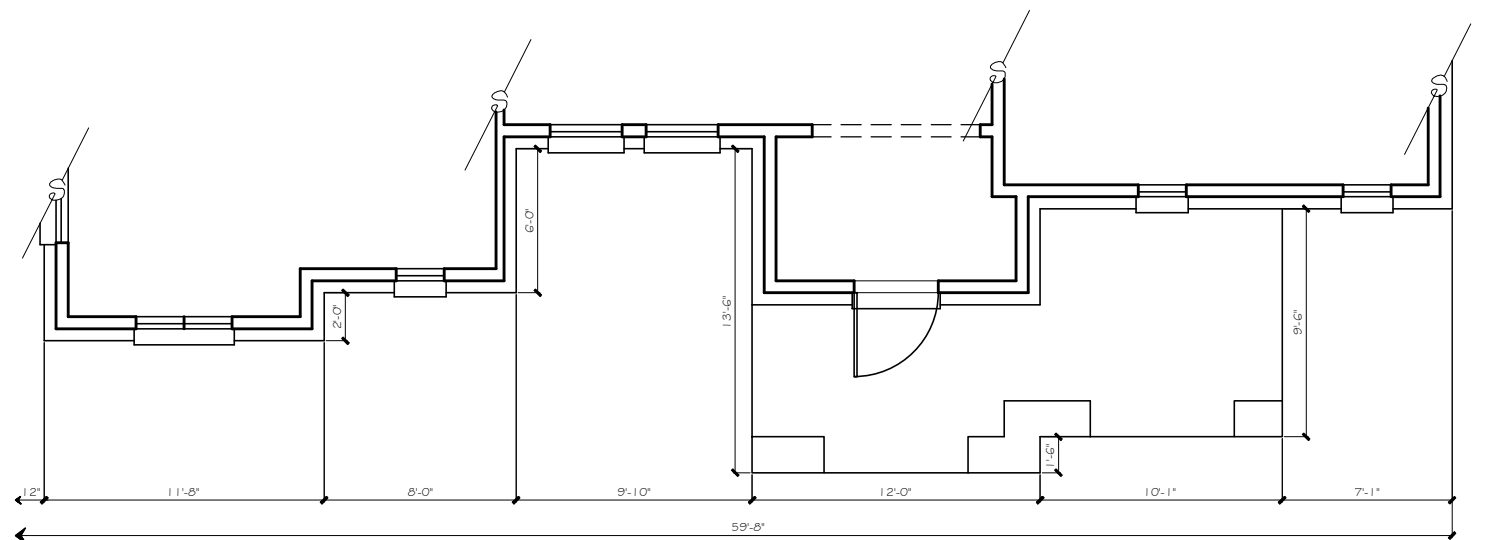
RIGHT (EAST) ELEVATION (TYPE M - B)
1/8" = 1' - 0" scale



REAR (NORTH) ELEVATION (TYPE M - B)
1/8" = 1' - 0" scale



LEFT (WEST) ELEVATION (TYPE M - B)
1/8" = 1' - 0" scale



FRONT (SOUTH) ELEVATION (TYPE M - B)
1/8" = 1' - 0" scale



4315 Windsor Centre Trail Suite 200
Flower Mound, Texas 75028
(972) 355-7754

Material Sample Board For
Mustang Creek Estates
College Parkway, Flower Mound, Denton County, Texas

COLOR SCHEME #1

Tones: Grays

Composite Shingle Roof:

Charcoal



Gray

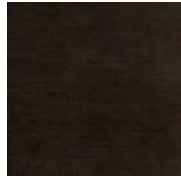


Metal Roof:

Slate Gray



Dark Bronze



Brick:

Acme Alpine or Similar

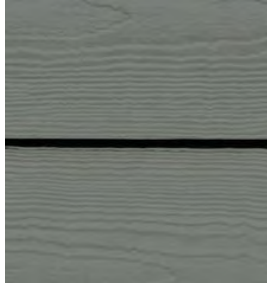


Acme Chicago Southside or Similar



Siding:

HB Gray Slate or Similar

**Fascia, Soffits, & Trim:**

HB Iron Gray or Similar



HB Artic White or Similar

**Metal Awnings & Accents:**

SW- 7069 Iron Ore or Similar

**Wood Columns, Brackets, & Corbels:** to match cedar stain**Windows:** Black Brown**Entry Door:** Wood Stain to match Dark cedar stain or Similar**Other Doors:** Black Brown

COLOR SCHEME #2

Tones: Earth/Neutral

Composite Shingle Roof:

Gray



Weathered



Metal Roof:

Slate Gray



Medium Bronze



Brick:

Acme Rosewood or Similar



Acme El Dorado Falls or Similar



Acme Mark IV or Similar



Tongue & Groove Siding:
Cedar Stain or Similar



Board & Batten Hardi Board Siding:
HB Cobble Stone or Similar



Fascia, Soffits, & Trim:
HB Artic White or Similar



Metal Awnings & Accents:
SW- 7069 Iron Ore or Similar



Wood Columns, Brackets, & Corbels: to match cedar stain
Windows: Black Brown
Entry Door: Wood Stain to match Dark cedar stain or Equivalent
Other Doors: Black Brown

COLOR SCHEME #3

Tones: Earth/Brown

Composite Shingle Roof:

Gray



Weathered



Metal Roof:

Slate Gray



Medium Bronze



Brick:

Acme Mark IV or Similar



Acme Old Francisco or Similar



Stone:

Austin Saw Cut or Similar



Millsap LedgeStone or Similar



Board & Batten Siding:

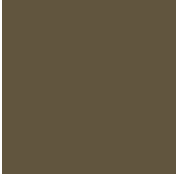
HB Timber Bark or Similar

**Fascia, Soffits, & Trim:**

HB Cobble Stone or Similar

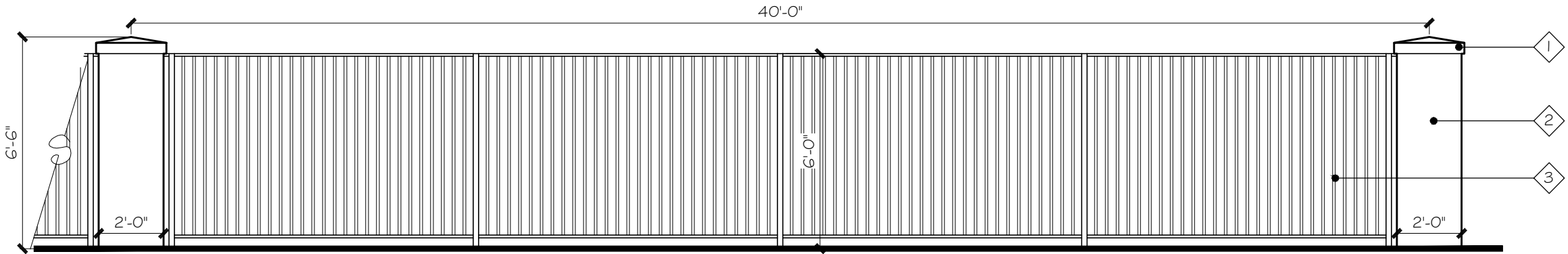
**Metal Awnings & Accents:**

Medium Bronze or Similar

**Wood Columns, Brackets, & Corbels:**

HB Cobble Stone or Similar

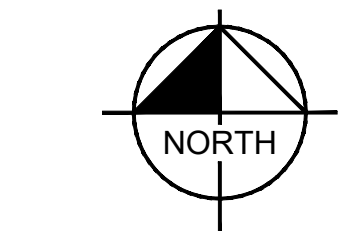
**Windows:** Black Brown**Entry Door:** Wood Stain to match Dark cedar stain or Equivalent**Other Doors:** Black Brown



FENCE LEGEND	
1	CAST STONE CAP- STONE LEGEND WHITE OR TAN
2	BRICK- ACME ALPINE OR MARK IV OR SIMILAR
3	METAL FENCE- BLACK

PROPOSED PERIMETER FENCE ELEVATION

1/4" = 1' -0" scale

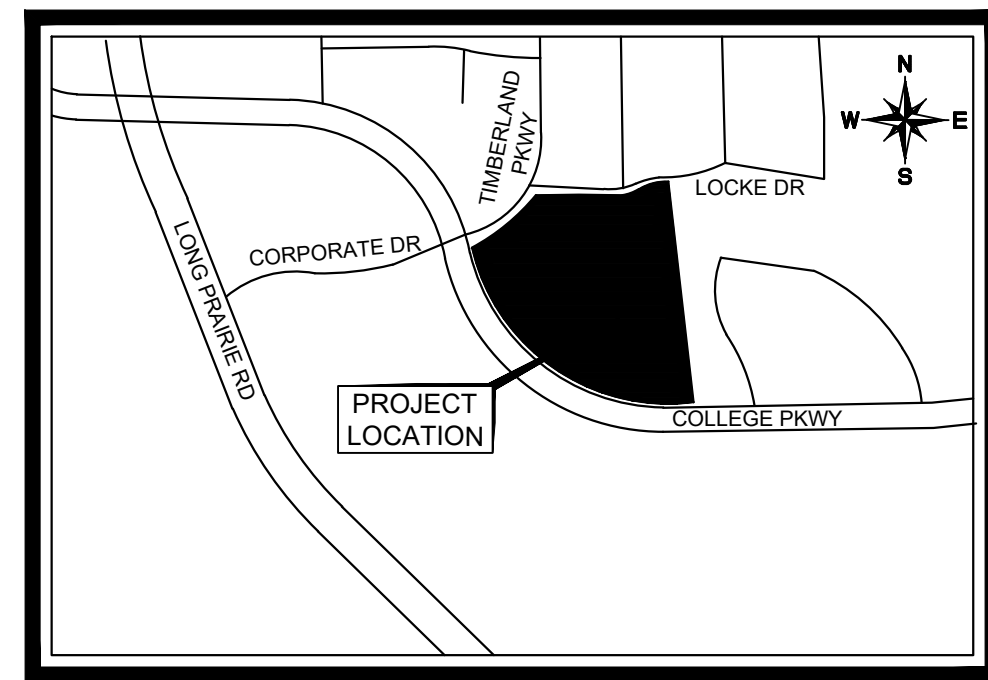


GRAPHIC SCALE IN FEET

A horizontal scale bar with tick marks at 0, 25, 50, and 100 feet. The bar is divided into alternating black and white segments: a black segment from 0 to 25, a white segment from 25 to 50, and a black segment from 50 to 100.

LEGEND

PROPERTY LINE	
EXISTING TREE TO REMAIN	
EXISTING TREE TO BE REMOVED	
TREE I.D. NUMBER	XXXX
EXISTING SANITARY SEWER MH	
EXISTING STORM MH	
EXISTING FIRE HYDRANT	
EXISTING WATER VALVE	
EXISTING CONTOUR LINE	— — — — XXXX — — — —



VICINITY MAP
N.T.S.

I, LARRY CLENDENEN, BEING A QUALIFIED PROFESSIONAL AS DEFINED IN THE FLOWER MOUND DEVELOPMENT CODE, ATTEST TO THE IDENTIFICATION AND SIZE OF TREES IDENTIFIED ON THIS SURVEY AND THAT ALL TREES 6" AND GREATER DBH HAVE BEEN SHOWN, EXCEPT AS SPECIFICALLY NOTED OTHERWISE ON THE PLAN.

Larry Clendenen
SIGNATURE

NOTE

1. EXISTING UNDERBRUSH IN 75' COMPATIBILITY BUFFER TO REMAIN.

MUSTANG CREEK ASSISTED LIVING

TRACT 14A-1
BEING 9.007 ACRES OUT OF THE
J. WATKINS LAND SURVEY
ABSTRACT NO. 1324
EXISTING ZONING: SINGLE FAMILY OBSOLETE (SFDM)
PLANNED DEVELOPMENT (PD 49)
PROPOSED ZONING: SINGLE FAMILY ESTATE (SF-E) WITH
PD FOR NURSING OR CONGREGATE CARE
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS
SUBMITTED: NOVEMBER 1, 2019

OWNER/APPLICANT:
MUSTANG CREEK ENTERPRISES
5000 LEGACY DRIVE, SUITE 210
PLANO, TEXAS 75024
CONTACT: RENEE RAMSEY
PHONE: (214) 683-5111

ARCHITECT:
CROSS TIMBERS ARCHITECTS
4315 WINDSOR CENTRE TRAIL,
SUITE 200
FLOWER MOUND, TEXAS 75028
CONTACT: JENNIFER ALFORD
PHONE: (972) 355-7754

ENGINEER/SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
260 EAST DAVIS STREET, SUITE 100
MCKINNEY, TEXAS 75070
CONTACT: ERIC T. JESKE, P.E.
PHONE: (469) 301-2582
FIRM NO.: F-928

Kimley»Horn

© 2020 KIMLEY-HORN AND ASSOCIATES, INC.
2260 EAST DAVIS STREET, SUITE 100, MCKINNEY, TX 75069
PHONE: 469-301-2580
WWW.KIMLEY-HORN.COM TX F-928

PHONE: 469-301-2580
WWW.KIMLEY-HORN.COM TX F-928

PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purpose

Kimley»Horn

Engineer ERIC T. JESKE
P.E. No. 130295 Date FEB 2020

KHA PROJECT
064476304

DATE
FEBRUARY 2020

DATE	AS SHOW
SIGNED BY	

CAWN BY

MUSTANG CREEK
ASSISTED LIVING

TREE SURVEY WITH
REVISED SITE

SHEET NUMBER
EX

FLOWER MOUND

TEXAS

REVISIONS

NO	REVISIONS	DATE	BY
----	-----------	------	----

IMAGES
XREFS
LAST SAVED
PLOTTED BY
DRAWING PATH
SOURCE NAME
LARRY :
xborder : xaurv : xSite : xStorm : xUtl : xHatch
CORBETT, BROCK 2/10/2020 9:08 AM
K/M/KN, CIVIL/064476304/MJSTANG CREEK FLOWER MOUND/CAD/EXHIBITS
2/20/2020 7:06 TOEE SURVEY EXHIBIT DWG. [24 x 36 (21)

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kinley-Horn and Associates, Inc. shall be without liability to Kinley-Horn and Associates, Inc.

Exhibit “B”**Development Standards****Planned Development District - 176 (PD-176)
Mustang Creek Assisted Living**

The development on the property comprising approximately 9.007 acres of land within the corporate limits of the Town of Flower Mound (“Town”) shall be in accordance with the Town of Flower Mound *Master Plan* and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements:

A. EXHIBITS.

1. The following Exhibits are incorporated into this planned development.
 - a. Exhibit “C”: Conceptual Site Plan.
 - b. Exhibit “D”: Conceptual Landscape Plan.
 - c. Exhibit “E”: Conceptual Elevations.

B. PERMITTED USES.

1. Except as provided in this section, the uses listed as Permitted Uses in Single Family Estate District (SF-E) in the Town’s Zoning Ordinance may be permitted in the area designated on Exhibit “C”.
2. Nursing or congregate care facility.

C. SPECIFIC USES. Except as provided above, the uses listed as Specific Uses in Single Family Estate District (SF-E) in the Town’s Zoning Ordinance may be permitted in the area designated on Exhibit “C” with a Specific Use Permit (SUP) approved by the Town Council.**D. TEMPORARY USES.** The uses listed as Temporary Uses in the Single Family Estate District (SF-E) in the Town’s Zoning Ordinance may be permitted in the area designated on Exhibit “C” as only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of the Land Development Code, “Temporary Use Permits”.**E. DIMENSIONAL REGULATIONS.** Except as provided in this section, the dimensional regulations listed for Single Family Estate District (SF-E) in the Town’s Zoning Ordinance shall be required for this Planned Development.

1. Nursing or congregate care facility.
 - a. Setbacks shall be provided as shown on Exhibit “C”
 - b. Wood fences are permitted to be eight-feet tall as shown on Exhibit “C”.

F. ENVIRONMENTAL PROTECTION PLAN. This Planned Development is subject to the approved Environmental Protection Plan.

G. EXCEPTIONS. The following exceptions to the Town's Ordinances shall apply to this Planned Development.

1. Compatibility Buffer-Section 82-302.

- a. Except as provided in this section, the compatibility buffer applies to this Planned Development.
- b. Nursing or congregate care facility.
 - i. Except as provided in this subparagraph, a 75-foot-wide compatibility buffer along the eastern property line shall be provided as depicted on Exhibits "C" and "D".
 - ii. Protected trees within the 75-foot-wide buffer along the eastern property line will be maintained in a healthy and growing condition except for those trees removed during the creek relocation. Native vegetation will be reestablished after the creek is relocated. Native shade trees, a minimum of three-inch caliper each, shall be provided at a ratio of one tree per 400 square feet of buffer area in compliance with Section 82-302 of the Land Development Regulations.
 - iii. A minimum six-foot-tall brick or masonry wall is not required along the eastern property line.

2. Topographic Slope- Section 98-147.

- a. An exception to Section 98-147, Topographical Slope Protection is granted for slopes that are greater than 12% as depicted in the approved Environmental Protection Plan. The approved Environmental Protection Plan (EPP) depicts a total of 1.02 acres of the site with slopes greater than 12%. The approved conceptual site plan (Exhibit "C") depicts approximately 0.37 acres of impacts to these slopes. However, an exception to impact approximately 0.5 acres of slopes greater than 12% is granted since final grading limits are not fully known at the time this exception is granted.
- b. 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:
 - i. 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.
 - ii. 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. Retaining walls exceeding eight feet (8') in height are prohibited except on a

showing that the property owner will suffer undue hardship in the development of an individual lot in the absence of such an eight foot (8') tall retaining wall.

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 9.007 ACRES OF LAND SITUATED IN THE J. WATKINS SURVEY, ABSTRACT NUMBER 1324, FROM PLANNED DEVELOPMENT DISTRICT-49 (PD-49) WITH SINGLE FAMILY DETACHED (MEDIUM DENSITY) (SFDM) USES TO PLANNED DEVELOPMENT DISTRICT-176 (PD-176) WITH SINGLE FAMILY ESTATE (SF-E) USES AND A NURSING OR CONGREGATE CARE FACILITY 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; 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 owners of the property described as 9.007 acres of land situated in the J. Watkins Survey, Abstract No. 1324, Denton County, Texas, have filed an application to change the zoning from Planned Development District-49 (PD-49) with Single Family Detached (Medium Density) (SFDM) uses to Planned Development District-176 (PD-176) with Single Family Estate (SF-E) uses and a nursing or congregate care facility; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on February 24, 2020, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on May 18, 2020, with respect to the proposed rezoning as described herein; and,

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

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.

ORDINANCE NO. _____**Page 2**

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

SECTION 1

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

Approximately 9.007 acres of land situated in the J. Watkins Survey, Abstract No. 1324, Denton County, Texas, and more fully described in Exhibit "A" hereto.

Planned Development District-176 (PD-176) with Single Family Estate (SF-E) uses and a nursing or congregate care facility

SECTION 2

The development standards, conceptual site plan, conceptual landscape plan, conceptual elevations of the proposed Planned Development District No. 176 (PD-176), attached hereto as Exhibits "B," "C," "D," and "E," each incorporated herein for all purposes allowed by law, are hereby approved as the development standards, conceptual site plan, conceptual landscape plan, and conceptual elevations for this Planned Development District No. 176 (PD-176).

SECTION 3

The official map of the Town of Flower Mound is hereby amended and the Director of Development Services is directed to revise the official zoning map to reflect the approved Planned Development District No. 176 (PD-176), 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 NO. _____**Page 3**

Ordinance of any such unconstitutional section, paragraph, sentence, clause or phrase.

SECTION 7

Any person, firm, or corporation who violates any provision of this Ordinance as adopted by the Town Council of the Town of Flower Mound shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-13 of the 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 take effect and be in full force from and after the date of its passage and publication as required by law, and it is so ordained.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 18TH DAY OF MAY, 2020.

APPROVED:

Steve Dixon, MAYOR**ATTEST:**

Theresa Scott, TOWN SECRETARY

EXHIBIT "A" – PROPERTY DESCRIPTION

Being a tract of land, situated in the J. Watkins Survey, Abstract No. 1324, in the Town of Flower Mound, Denton County, Texas, and being the remainder of that tract of land, described by deed to Lewisville Independent School District, as recorded in Volume 2371, Page 830, of the Deed Records, Denton County, Texas (D.R.D.C.T.), said tract being more particularly described as follows:

BEGINNING at an "X" cut in a concrete sidewalk found for the most westerly corner of the herein described tract, same being at the intersection of the northeasterly monumented line of College Parkway with the southeasterly monumented line of Timberland Parkway;

THENCE North 65°02'22" East, along said southeasterly monumented line of Timberland Parkway, a distance of 74.00' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5686" set (herein after referred to as a capped iron rod set), being at the beginning of a curve to the left, having a radius of 350.00', a central angle of 35°45'45", and a chord which bears, North 47°09'29" East, a chord distance of 214.93';

Thence along said curve to the left, in a northeasterly direction, an arc length of 218.46' to an "X" cut in a concrete sidewalk set for the most northerly northwest corner of the herein described tract, same being at the intersection of the southeasterly monumented line of Timberland Parkway with the southerly monumented line of Locke Drive;

THENCE South 88°17'32" East, along said southerly monumented line of Locke Drive, a distance of 253.87' to a capped iron rod set at the beginning of a curve to the left, having a radius of 250.00', a central angle of 27°15'49" and a chord which bears, North 78°04'33" East, a chord distance of 117.84';

Thence along said curve to the left, in a northeasterly direction, an arc length of 118.96' to a capped iron rod set at the beginning of a curve to the right, having a radius of 200.00', a central angle of 27°15'51", and a chord which bears, North 78°04'34" East, a chord distance of 94.27';

Thence along said curve to the right, in a northeasterly direction, an arc length of 95.17' to a capped iron rod set at the end of said curve;

THENCE South 88°17'32" East, continuing along the southerly monumented line of Locke Drive, a distance of 1.04' to a capped iron rod set for the northeasterly corner of the herein described tract, same being the northwesterly corner of Lot 8, Block C, of THE RESERVE AT HICKORY SPRINGS, an addition to the Town of Flower Mound, as recorded in Cabinet V, Pages 496-497, of the Plat Records, Denton County, Texas (P.R.D.C.T.);

THENCE South 00°40'25" East, along the westerly line of said Lot 8, a distance of 76.34' to a capped iron rod set for the southwesterly corner of said Lot 8, same being the apparent northwesterly corner of TIMBERVIEW ESTATES PHASE II, an addition to the Town of Flower Mound, as recorded in Cabinet D, Page 335, P.R.D.C.T.;

THENCE South 01°25'23" East, along the apparent westerly line of said TIMBERVIEW ESTATES PHASE II, an addition, a distance of 687.98' to a capped iron rod set for the southeasterly corner of the herein described tract, same being the apparent southwesterly corner of Lot 1, Block C, of TIMBERVIEW ESTATES PHASE II, said corner also being in the northerly monumented line of College Parkway;

THENCE South $89^{\circ}23'02''$ West, along said northerly monumented line of College Parkway, a distance of 91.75' to a capped iron rod set at the beginning of a curve to the right, having a radius of 550.00', a central angle of $65^{\circ}39'46''$, and a chord which bears, North $57^{\circ}47'04''$ West, a chord distance of 596.39';

Thence along said curve to the right, in a northwesterly direction, an arc length of 630.32' to a capped iron rod set at the end of said curve;

THENCE North $24^{\circ}57'11''$ West, along the northeasterly monumented line of College Parkway, a distance of 257.59' to the POINT OF BEGINNING and containing 392,362 square feet or 9.007 acres of land, more or less.

Exhibit “B”

Development Standards

Planned Development District - 176 (PD-176) Mustang Creek Assisted Living

The development on the property comprising approximately 9.007 acres of land within the corporate limits of the Town of Flower Mound (“Town”) shall be in accordance with the Town of Flower Mound *Master Plan* and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements:

A. EXHIBITS.

1. The following Exhibits are incorporated into this planned development.
 - a. Exhibit “C”: Conceptual Site Plan.
 - b. Exhibit “D”: Conceptual Landscape Plan.
 - c. Exhibit “E”: Conceptual Elevations.

B. PERMITTED USES.

1. Except as provided in this section, the uses listed as Permitted Uses in Single Family Estate District (SF-E) in the Town’s Zoning Ordinance may be permitted in the area designated on Exhibit “C”.
2. Nursing or congregate care facility.

C. SPECIFIC USES. Except as provided above, the uses listed as Specific Uses in Single Family Estate District (SF-E) in the Town’s Zoning Ordinance may be permitted in the area designated on Exhibit “C” with a Specific Use Permit (SUP) approved by the Town Council.

D. TEMPORARY USES. The uses listed as Temporary Uses in the Single Family Estate District (SF-E) in the Town’s Zoning Ordinance may be permitted in the area designated on Exhibit “C” only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of the Land Development Code, “Temporary Use Permits”.

E. DIMENSIONAL REGULATIONS. Except as provided in this section, the dimensional regulations listed for Single Family Estate District (SF-E) in the Town’s Zoning Ordinance shall be required for this Planned Development.

1. Nursing or congregate care facility.
 - a. Setbacks shall be provided as shown on Exhibit “C”
 - b. Wood fences are permitted to be eight-feet tall as shown on Exhibit “C”.
 - c. No more than six separate nursing or congregate care buildings may be constructed on the subject property as shown on Exhibit “C”.

ORDINANCE NO. _____

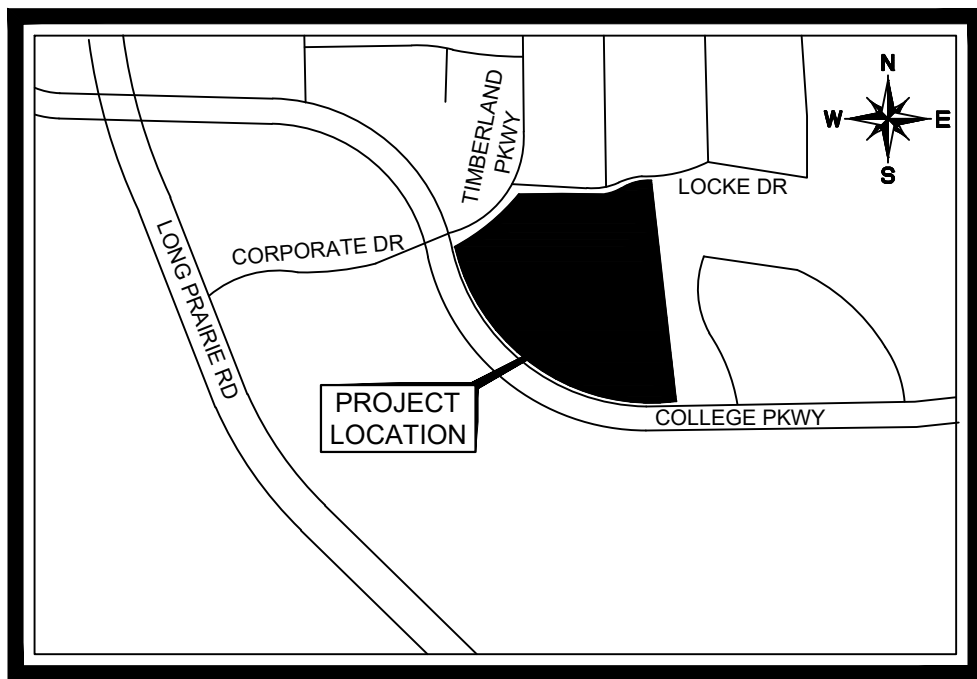
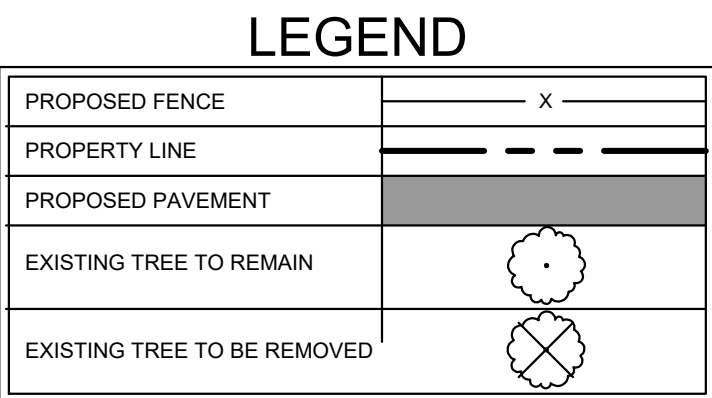
Page 2

- d. Each nursing or congregate care building shall be limited to 16 resident beds.
 - e. Each nursing or congregate care building shall be limited to a maximum of 9,000 square feet of floor area as shown on Exhibit "C".
- F. ENVIRONMENTAL PROTECTION PLAN. This Planned Development is subject to the approved Environmental Protection Plan.
- G. EXCEPTIONS. The following exceptions to the Town's Ordinances shall apply to this Planned Development.
- 1. Compatibility Buffer-Section 82-302.
 - a. Except as provided in this section, the compatibility buffer applies to this Planned Development.
 - b. Nursing or congregate care facility.
 - i. Except as provided in this subparagraph, a 75-foot-wide natural buffer along the eastern property line shall be provided as depicted on Exhibits "C" and "D".
 - ii. Protected trees within the 75-foot-wide natural buffer along the eastern property line will be maintained in a healthy and growing condition except for those trees removed during the creek relocation. Impacted native trees and vegetation will be reestablished if the creek is relocated within the 75-foot-wide natural buffer.
 - iii. A minimum six-foot-tall brick or masonry wall is not required along the eastern property line.
 - 2. Topographic Slope- Section 98-147.
 - a. An exception to Section 98-147, Topographical Slope Protection is granted for slopes that are greater than 12% as depicted in the approved Environmental Protection Plan.
 - b. 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:
 - i. 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.
 - ii. 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

ORDINANCE NO. _____

Page 3

height shall be designed by a professional engineer licensed by the State of Texas. Retaining walls exceeding eight feet (8') in height are prohibited except on a showing to staff that the property owner will suffer undue hardship in the development of an individual lot in the absence of such an eight foot (8') tall retaining wall.



VICINITY MAP
N.T.S.

SITE DATA TABLE

PHYSICAL ADDRESS	N/A	
GROSS SITE AREA	9.007 ACRES / 392,345 SF	
EXISTING ZONING	SINGLE FAMILY OBSOLETE (PD49)	
EXISTING USE	FLOODPLAIN	
REQUESTED ZONING	SINGLE FAMILY ESTATE WITH PD FOR NURSING OR CONGREGATE CARE	
REQUESTED USE	NURSING OR CONGREGATE CARE	
LOT COVERAGE DATA		
BUILDING COVERAGE	13.09% / 51,363 SF	
IMPERVIOUS AREA	27.74% / 108,847 SF	
PERVIOUS AREA	72.26% / 283,498 SF	
PARKING SUMMARY	REQUIRED	PROVIDED
NURSING/ CONGREGATE CARE (2 SPACES PER EVERY 3 BEDS) (86 BEDS PROPOSED)	64 SPACES	64 SPACES
TOTAL PARKING	64 SPACES	64 SPACES

BUILDING DATA			
BUILDING TYPE A-A	1 STORY	BUILDING TYPE B-B	1 STORY
PEAK HEIGHT	27'-8"	PEAK HEIGHT	32'-8.5"
MEAN HEIGHT	22'-5"	MEAN HEIGHT	22'-8"
TOTAL SQUARE FOOTAGE	8,882 SF	TOTAL SQUARE FOOTAGE	8,770 SF
BUILDING TYPE A-B	1 STORY	BUILDING TYPE MC-A	1 STORY
PEAK HEIGHT	27'-2"	PEAK HEIGHT	26'-0"
MEAN HEIGHT	20'-0"	MEAN HEIGHT	18'-10"
TOTAL SQUARE FOOTAGE	8,896 SF	TOTAL SQUARE FOOTAGE	7,966 SF
BUILDING TYPE B-A	1 STORY	BUILDING TYPE MC-B	1 STORY
PEAK HEIGHT	28'-6"	PEAK HEIGHT	27'-3"
MEAN HEIGHT	19'-7"	MEAN HEIGHT	19'-5.5"
TOTAL SQUARE FOOTAGE	8,841 SF	TOTAL SQUARE FOOTAGE	7,988 SF

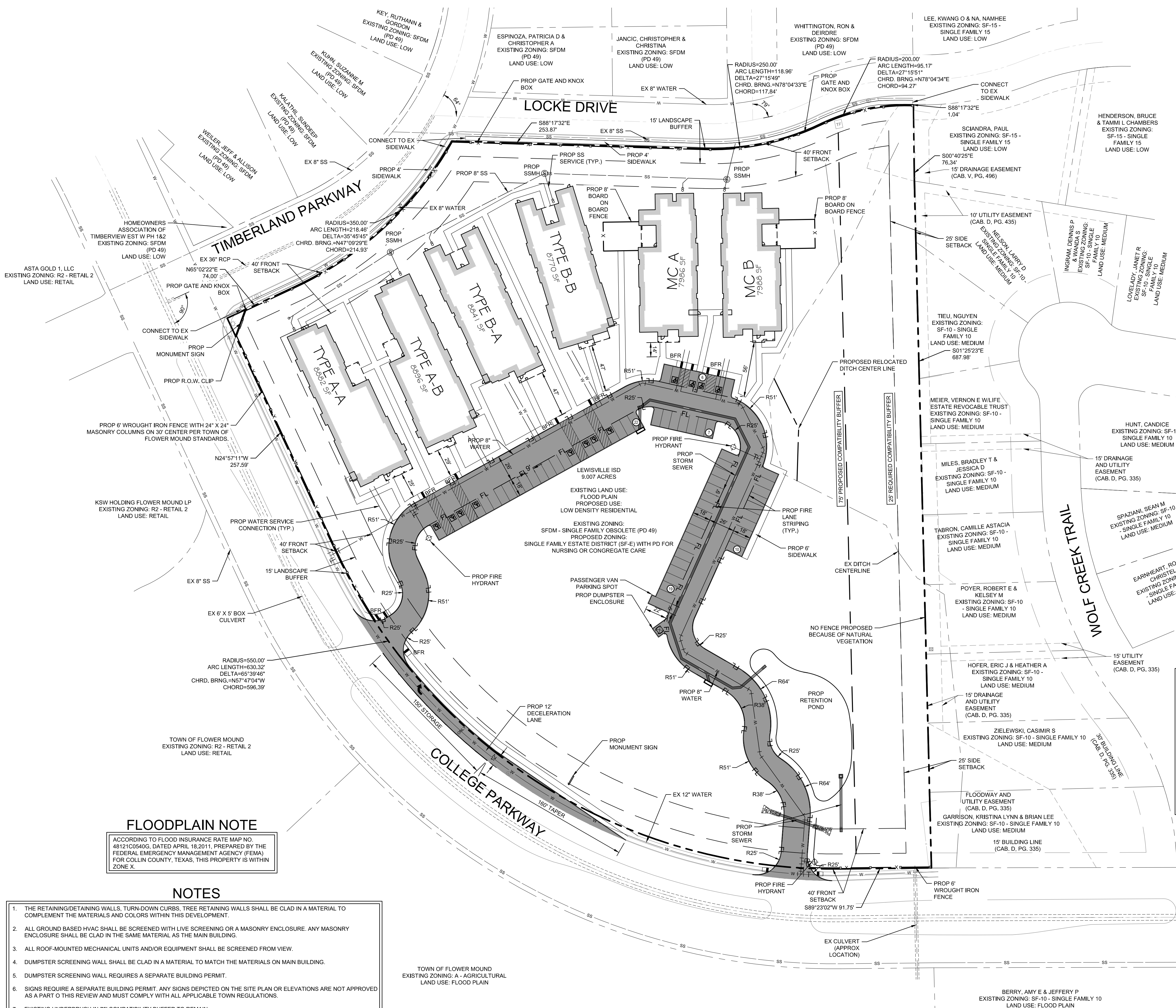
MUSTANG CREEK ASSISTED LIVING

TRACT 14A-1
BEING 9.007 ACRES OUT OF THE
J. WATKINS LAND SURVEY
ABSTRACT NO. 1324
EXISTING ZONING: SINGLE FAMILY OBSOLETE (SFDM)
PLANNED DEVELOPMENT (PD 49)
PROPOSED ZONING: SINGLE FAMILY ESTATE (SF-E) WITH
PD FOR NURSING OR CONGREGATE CARE
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS
SUBMITTED: NOVEMBER 1, 2019

OWNER/APPLICANT:
MUSTANG CREEK ENTERPRISES
5000 LEGACY DRIVE, SUITE 210
PLANO, TEXAS 75024
CONTACT: RENEE RAMSEY
PHONE: (214) 683-5111

ARCHITECT:
CROSS TIMBERS ARCHITECTS
4315 WINDSOR CENTRE TRAIL,
SUITE 200
FLOWER MOUND, TEXAS 75028
CONTACT: JENNIFER ALFORD
PHONE: (972) 355-7754

ENGINEER/SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
260 EAST DAVIS STREET, SUITE 100
MCKINNEY, TEXAS 75070
CONTACT: ERIC T. JESKE, P.E.
PHONE: (469) 301-2582
FIRM NO.: E-028



FLOODPLAIN NOTE

ACCORDING TO FLOOD INSURANCE RATE MAP NO. 48121C0540G, DATED APRIL 18, 2011, PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR COLLIN COUNTY, TEXAS, THIS PROPERTY IS WITHIN ZONE X

NOTES

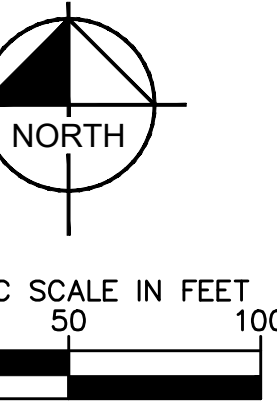
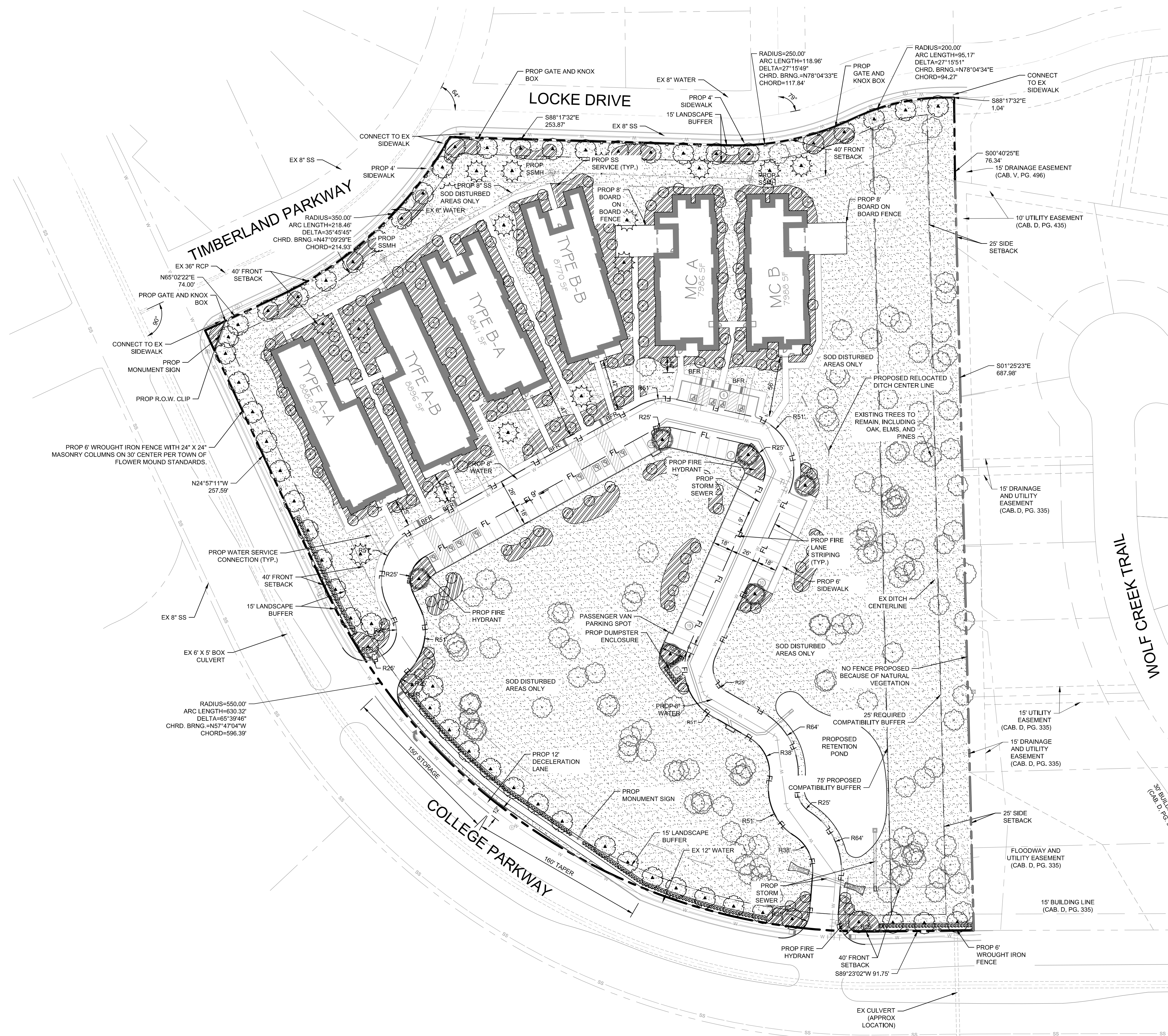
- | | |
|----|---|
| 1. | THE RETAINING/DRAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO COMPLEMENT THE MATERIALS AND COLORS WITHIN THIS DEVELOPMENT. |
| 2. | ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR A MASONRY ENCLOSURE. ANY MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING. |
| 3. | ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW. |
| 4. | DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON MAIN BUILDING. |
| 5. | DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT. |
| 6. | SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SITE PLAN OR ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS. |
| 7. | EXISTING UNDERBUSH IN 75' COMPATIBILITY BUFFER TO REMAIN. |

TOWN OF FLOWER MOUND
EXISTING ZONING: A - AGRICULTURAL
LAND USE: FLOOD PLAIN

AGES
 REFERENCES
 ST SAVED
 4/13/2020 8:51 AM
 COTTED BY
 XG PATH
 XG NAME
 CONCEPT SITE PLAN.DWG. [24 x 36]
 KIM/KI_CIVIL/06476304-MUSTANG CREEK FLOWER MOUND/CAD/PLANS/SHEETS
 CORBETT, BROCK 4/13/2020 2:00 PM
 xSite : xSurv : xBorder : xTree : xaerial-zoom-in : xoutlet : xUtil : xStorm : xHatch

MUSTANG CREEK ESTATES
CONCEPTUAL LANDSCAPE PLAN
SHEET NO. 7
DATE: 05/07/2020
DESIGNED BY: LMC
DRAWN BY: LMC
CHECKED BY: LMC
TOWN OF FLOWER MOUND, TEXAS

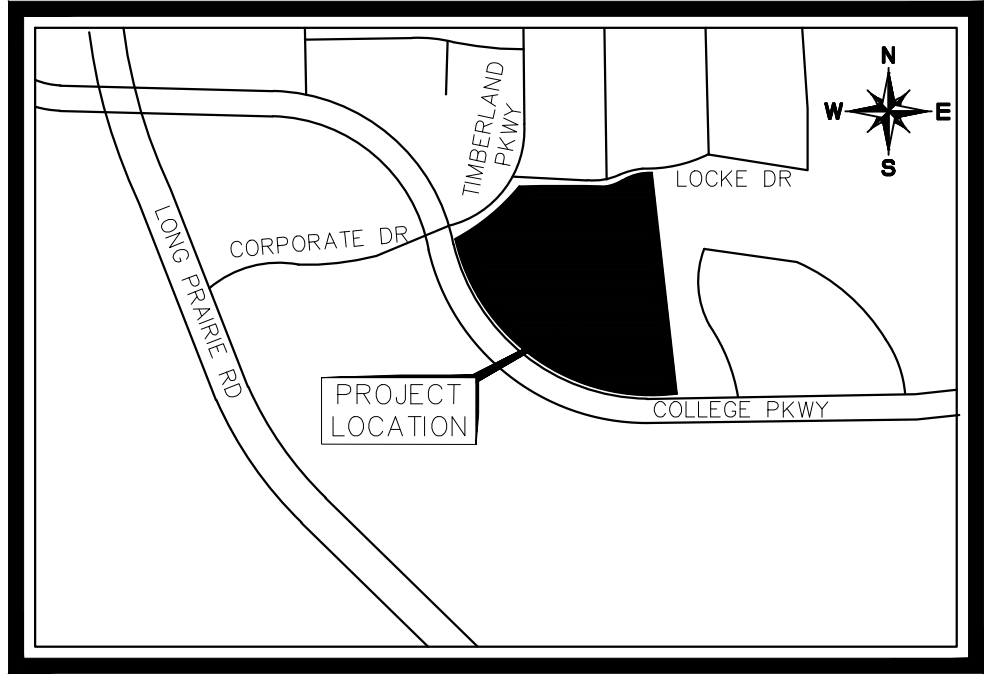
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



SITE DATA TABLE

PHYSICAL ADDRESS	NIA
GROSS SITE AREA	9.007 ACRES / 392,345 SF
EXISTING ZONING	SINGLE FAMILY OBSOLETE (PD49)
EXISTING USE	FLOODPLAIN
REQUESTED ZONING	SINGLE FAMILY ESTATE WITH PD FOR NURSING OR CONGREGATE CARE
REQUESTED USE	NURSING OR CONGREGATE CARE
LOT COVERAGE DATA	
BUILDING COVERAGE	12.37% / 48,519 SF
IMPERVIOUS AREA	26.31% / 103,223 SF
PERVIOUS AREA	73.69% / 289,122 SF
PARKING SUMMARY	REQUIRED PROVIDED
NURSING/ CONGREGATE CARE (2 SPACES PER EVERY 3 BEDS) (96 BEDS PROPOSED)	64 SPACES 64 SPACES
TOTAL PARKING	64 SPACES 64 SPACES

VICINITY MAP
N.T.S.



BUILDING DATA			
BUILDING TYPE A-A	1 STORY	BUILDING TYPE B-B	1 STORY
PEAK HEIGHT	27'-8"	PEAK HEIGHT	32'-8.5"
MEAN HEIGHT	22'-5"	MEAN HEIGHT	22'-8"
TOTAL SQUARE FOOTAGE	8,860 SF	TOTAL SQUARE FOOTAGE	8,770 SF
BUILDING TYPE A-B	1 STORY	BUILDING TYPE MC-A	1 STORY
PEAK HEIGHT	27'-2"	PEAK HEIGHT	26'-0"
MEAN HEIGHT	20'-0"	MEAN HEIGHT	18'-10"
TOTAL SQUARE FOOTAGE	8,873 SF	TOTAL SQUARE FOOTAGE	7,964 SF
BUILDING TYPE B-A	1 STORY	BUILDING TYPE MC-B	1 STORY
PEAK HEIGHT	28'-6"	PEAK HEIGHT	27'-3"
MEAN HEIGHT	19'-7"	MEAN HEIGHT	19'-5.5"
TOTAL SQUARE FOOTAGE	8,841 SF	TOTAL SQUARE FOOTAGE	7,966 SF

TOWN OF FLOWER MOUND, TX - CODE LANDSCAPE TABLE	REQUIRED	PROVIDED
STREET YARD REQUIREMENTS MIN 20% OF STREET YARD TO BE LANDSCAPED * INCLUDES PARKING LOT LANDSCAPING	20%	100%
ROW REQUIREMENTS TREES 1 TREE PER 30 LF COLLEGE PARKWAY 974 LF / 30 = 33 TREES TIMBERLAND PARKWAY 287 LF / 30 = 10 TREES LOCKE DRIVE 469 LF / 30 = 16 TREES	33 TREES 10 TREES 16 TREES	33 TREES 10 TREES 16 TREES
PARKING LOT REQUIREMENTS 90 SF OF LANDSCAPING PER 12 SPACES 64 SPACES / 12 = 5.3 X 90 = 480 SF 1 TREE PER 10 SPACES 64 SPACES / 10 = 7 TREES MAX 30% SPECIES FROM ROW PLANT LIST SPACES MAX 50' FROM TREES 3' LIVING SCREEN/BERM	480 SF 7 TREES YES YES YES	2,591 SF 6 PROPOSED TREES 1 EXISTING TREE YES YES YES
COMPATIBILITY BUFFER	YES	75' LANDSCAPE BUFFER EXISTING VEGETATION TO REMAIN IN PLACE TO MEET THE 1 TREE PER 400 SF OF BUFFER AREA. ANY GAPS IN EXISTING VEGETATION WILL BE FILLED WITH MATCHING PLANT MATERIAL.

PLANT SCHEDULE

TREES	QTY	COMMON NAME
	6	Code Required Parking Lot Tree
	59	Code Required ROW Tree
	16	Supplemental Canopy Tree
ORNAMENTAL TREE	QTY	COMMON NAME
	132	Supplemental Ornamental Tree
SHRUBS	QTY	COMMON NAME
	210	Code Required Screening Shrub
MISC	QTY	COMMON NAME
	TBD	Common Bermuda Sod
	TBD	Supplemental Accent Plantings

MUSTANG CREEK ESTATES

TRACT 14A-1
BEING 9.007 ACRES OUT OF THE
J. WATKINS LAND SURVEY
ABSTRACT NO. 1324
EXISTING ZONING: SINGLE FAMILY OBSOLETE (SFMD)
PLANNED DEVELOPMENT (PD 49)
PROPOSED ZONING: SINGLE FAMILY ESTATE (SF-E) WITH
PD FOR NURSING OR CONGREGATE CARE
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS
SUBMITTED: FEBRUARY 11, 2020

OWNER/APPLICANT: MUSTANG CREEK ENTERPRISES 5000 LEGACY DRIVE, SUITE 210 PLANO, TEXAS 75024 CONTACT: RENEE RAMSEY PHONE: (214) 683-5111	ARCHITECT: CROSS TIMBERS ARCHITECTS 4315 WINDSOR CENTRE TRAIL, SUITE 200 FLOWER MOUND, TEXAS 75028 CONTACT: JENNIFER ALFORD PHONE: (972) 355-7754	ENGINEER/SURVEYOR: KIMLEY-HORN AND ASSOCIATES, INC. 260 EAST DAVIS STREET, SUITE 100 MCKINNEY, TEXAS 75070 CONTACT: ERIC T. JESKE, P.E. PHONE: (469) 301-2582 FIRM NO.: F-928
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260 EAST DAVIS STREET, SUITE 100, MCKINNEY, TX 75069
PHONE: 469-301-2580
WWW.KIMLEY-HORN.COM TX F-928

Kimley»Horn

FOR REVIEW ONLY
Not for construction or permit purposes.
P.L.A. LEAH M. CAMPBELL
L.A. No. 2890 Date: 05/07/2020

KHA PROJECT 06476304
DATE MAY 2020
SCALE AS SHOWN
DESIGNED BY WLS
DRAWN BY WLS
CHECKED BY LMC

MUSTANG CREEK ESTATES

CONCEPTUAL LANDSCAPE PLAN

SHEET NUMBER EX-7

TEXAS

FLOWER MOUND

MATERIAL TABULATION CHART

	SOUTH (Front)	EAST (Right)	NORTH (Rear)	WEST (Left)
1. Total Facade S.F.	895 s.f.	2052 s.f.	781 s.f.	1882 s.f.
2. Facade S.F. (exclusive of doors and windows)	717 s.f.	1735 s.f.	733 s.f.	1682 s.f.
3. Doors and Windows S.F.	178 s.f.	317 s.f.	48 s.f.	200 s.f.
4. Primary Masonry Totals	638 s.f. and 89% of 2	1590 s.f. and 92% of 2	588 s.f. and 80% of 2	1525 sf and 91% of 2
- Brck s.f. (as applicable)	427 s.f. and 60% of 2	1489 s.f. and 86% of 2	588 s.f. and 80% of 2	1400 sf and 83% of 2
- Stucco s.f. (as applicable)	211 s.f. and 29% of 2	101 s.f. and 6% of 2	0 s.f. and 0% of 2	125 s.f. and 8% of 2
5. Secondary Masonry Totals hard-board siding	79 s.f. and 11% of 2	145 s.f. and 8% of 2	145 s.f. and 20% of 2	158 s.f. and 9% of 2

**NOTE: EXTERNAL ELECTRICAL PANELS TO BE PAINTED/ TEXTURED TO MATCH MATERIAL AND COLOR OF BUILDING

**NOTE: "THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY, WHETHER INDICATED ON THESE PLANS OR NOT."

PROPOSED MATERIALS

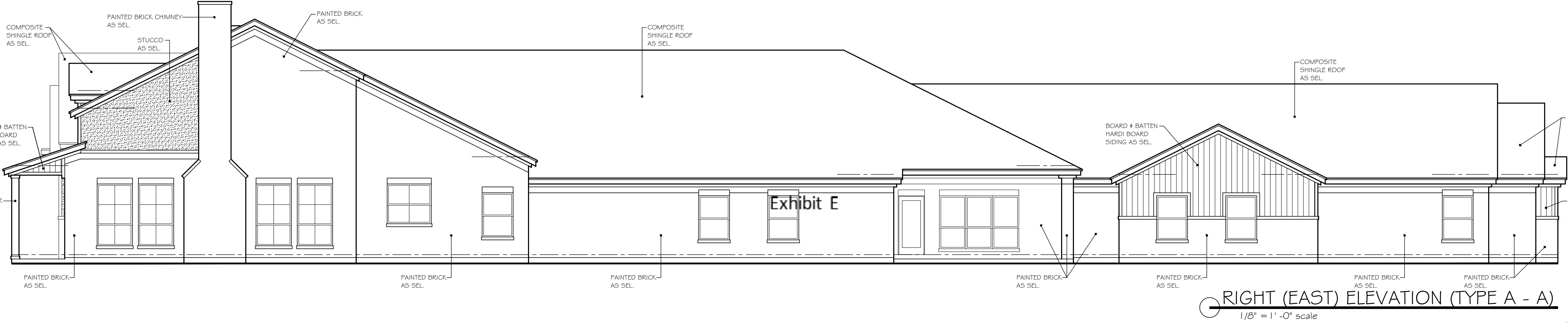
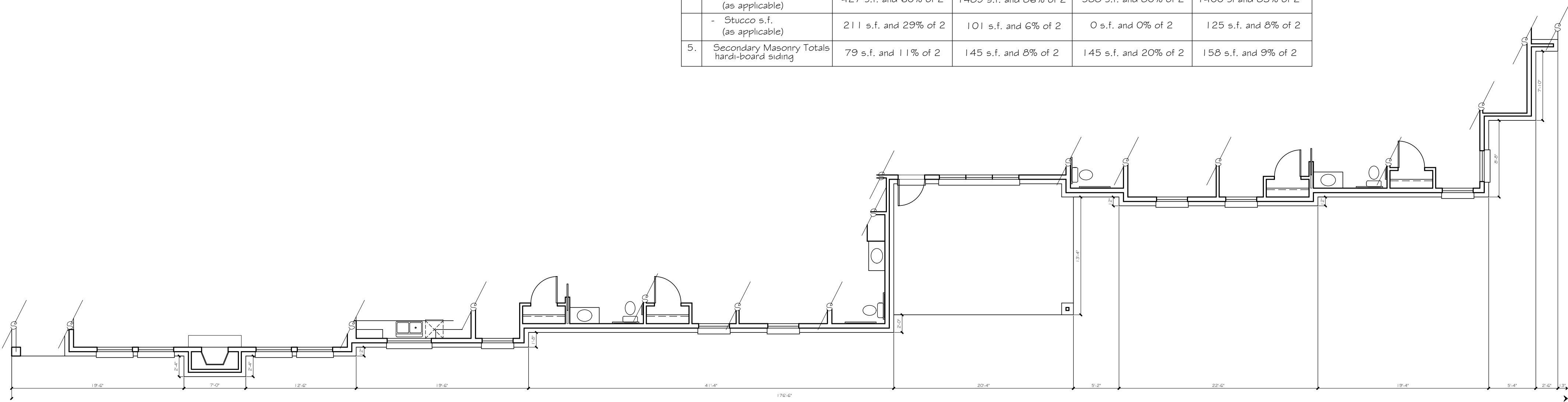
- ROOFING
COMPOSITE SHINGLE: BLACK, GRAY, NEUTRAL COLORS
- ROOFING
METAL STANDING SEAM: SILVER, GRAY, BLACK
- STUCCO
COLOR: CREAM, GRAY, WHITE, NEUTRAL
- BRICK (NATURAL OR PAINTED)
MODULAR OR KING SIZE
COLOR: CREAM, GRAY, WHITE, NEUTRAL
- FASCIA, SOFFITS, AND SIDING
COLOR: CREAM, GRAY, WHITE, BLACK
- METAL AWNINGS
COLOR: GRAY, BLACK
- METAL BRACKETS, TRELLIS, & ACCENTS
COLOR: GRAY, BLACK
- WOOD COLUMNS, BRACKETS, CORBELS
COLOR: NATURAL CEDAR, WHITE, GRAY, BLACK
- WINDOWS
COLOR: GRAY, BLACK FRAME
- ENTRY DOORS (SOUTH ELEVATION)
COLOR: CEDAR, GRAY, BLACK
- ALL OTHER DOORS (EAST, WEST, & NORTH)
COLOR: GRAY, BLACK

CONSTRUCTION

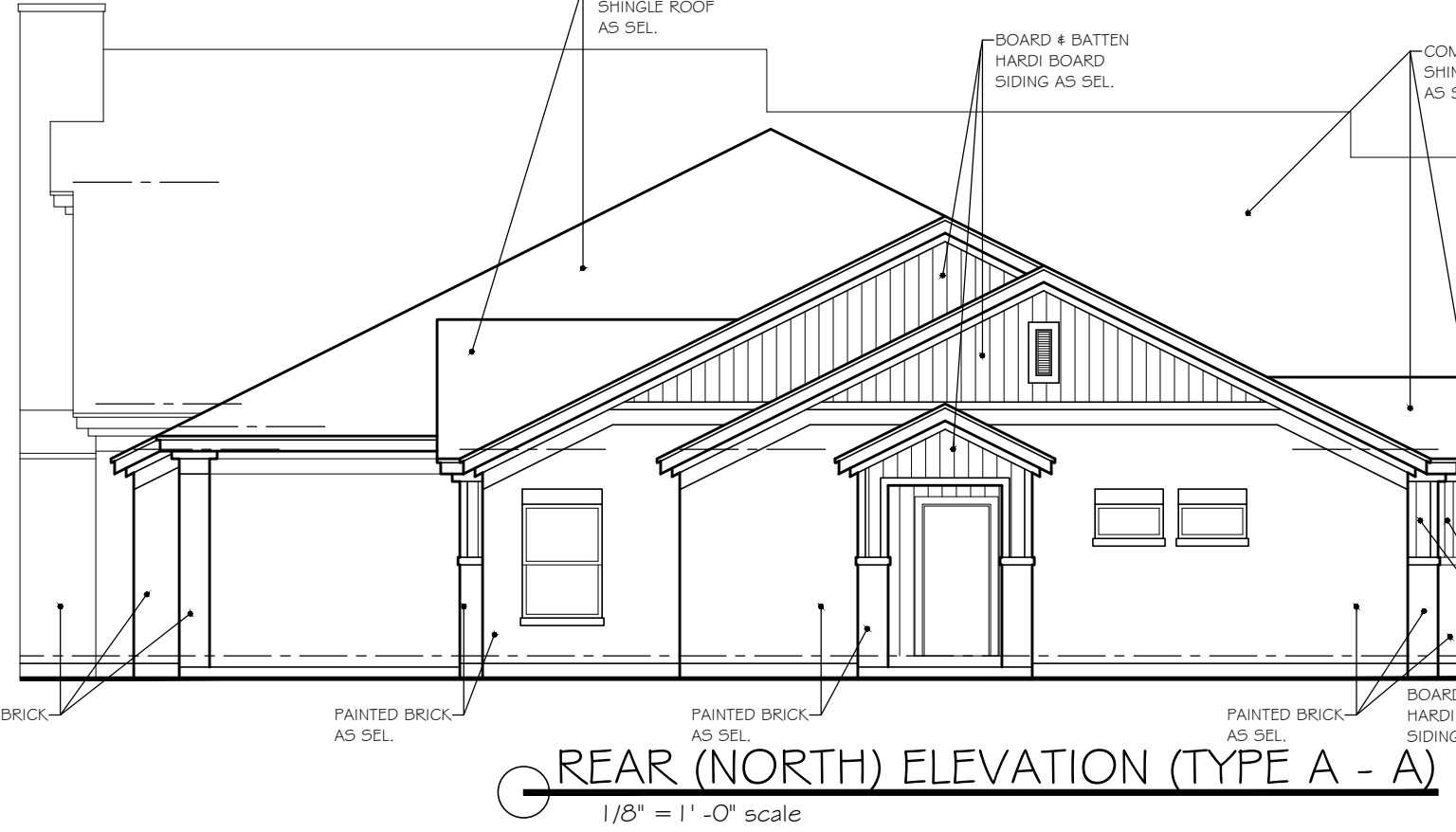
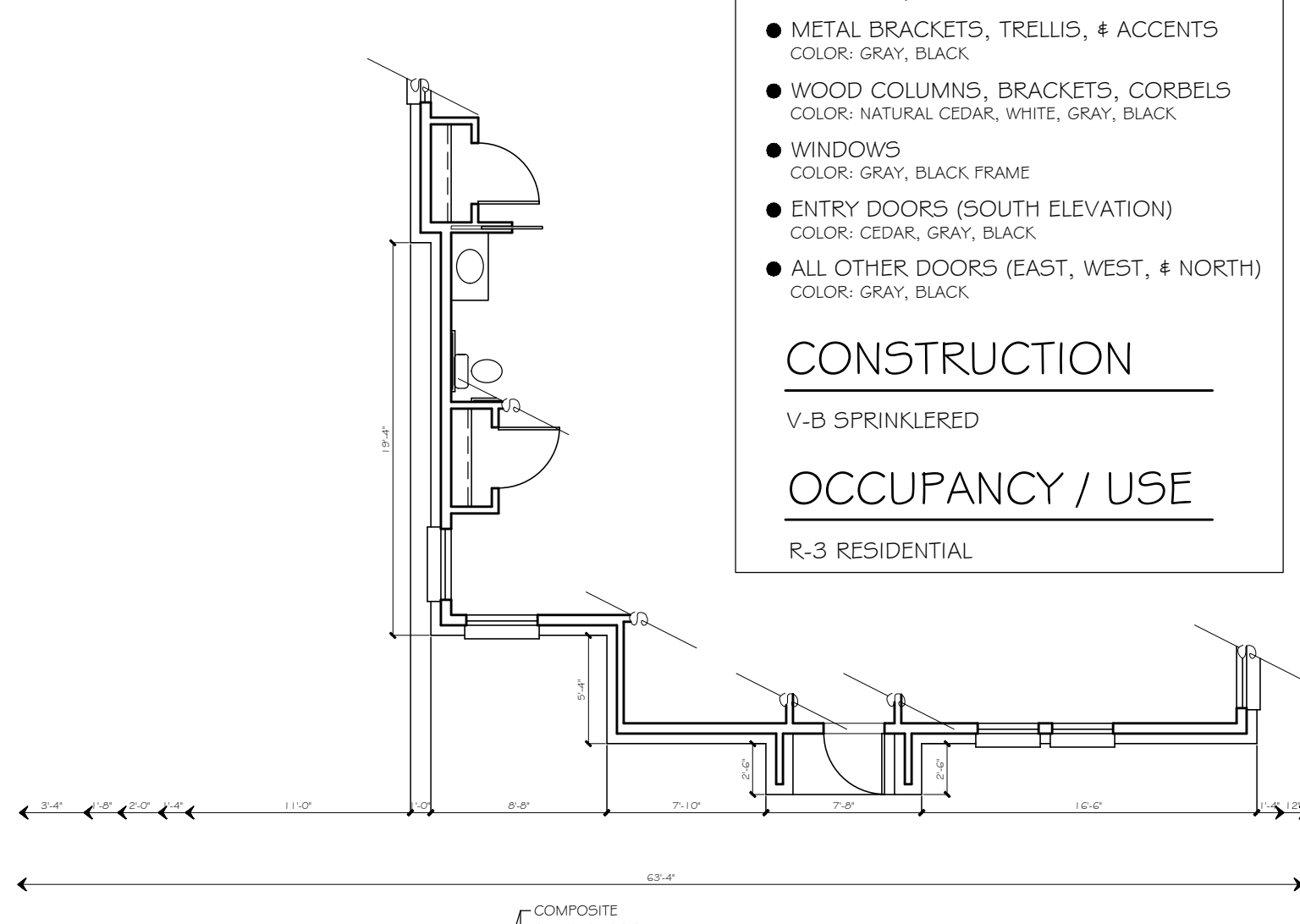
V-B SPRINKLERED

OCCUPANCY / USE

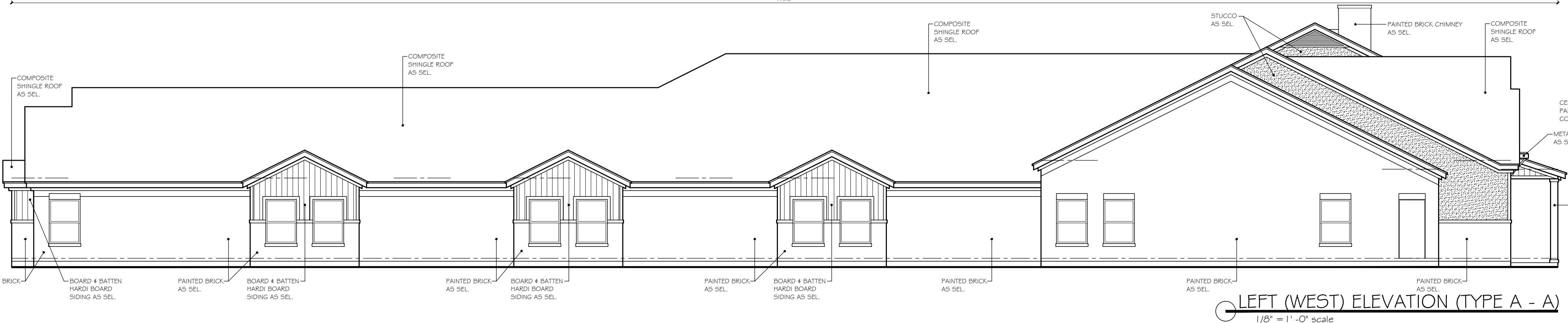
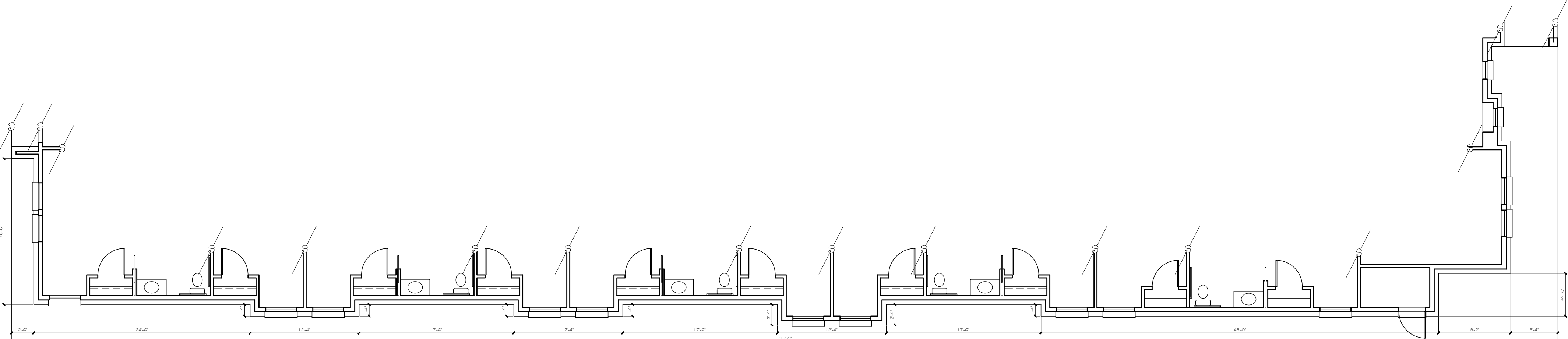
R-3 RESIDENTIAL



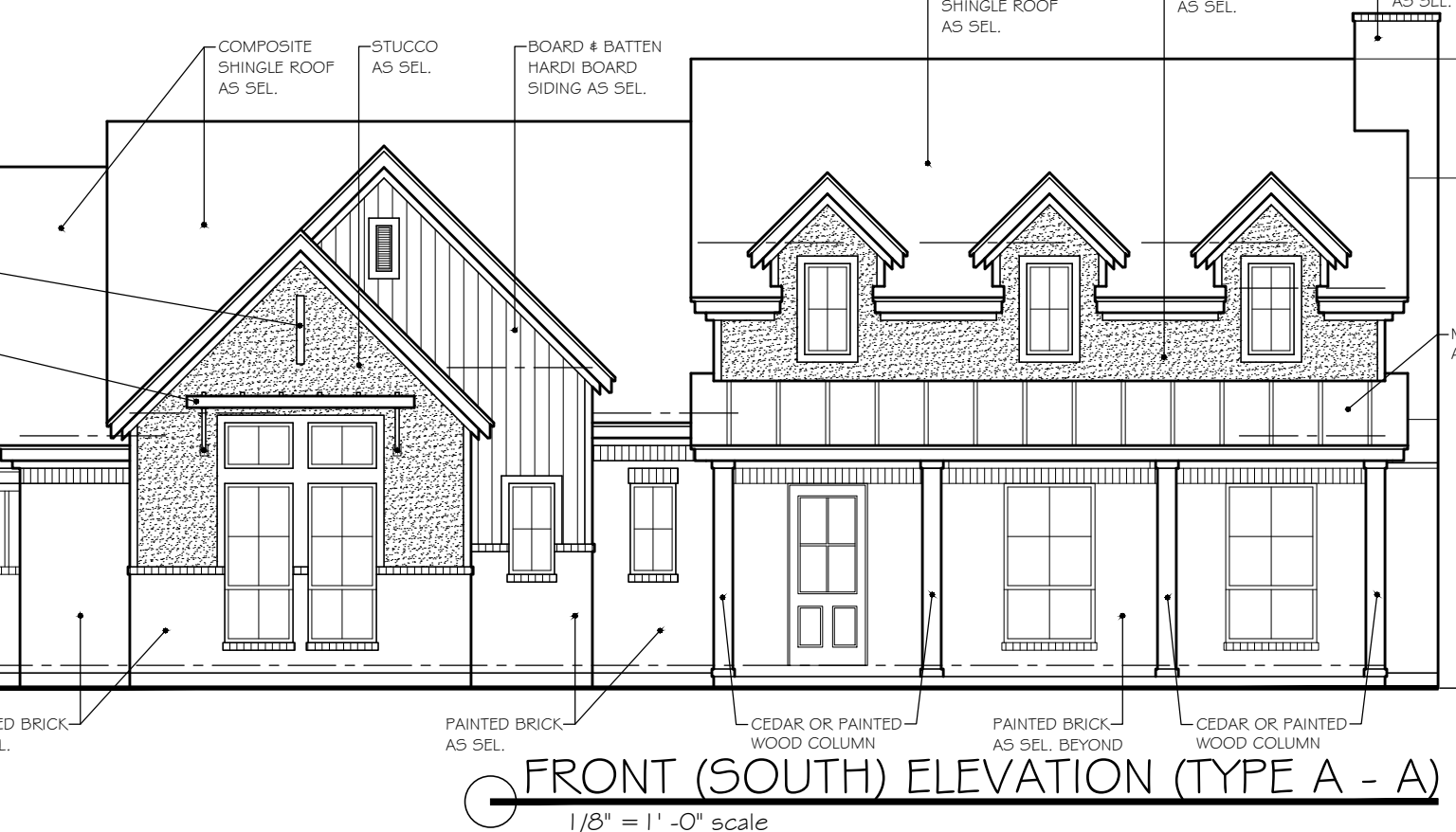
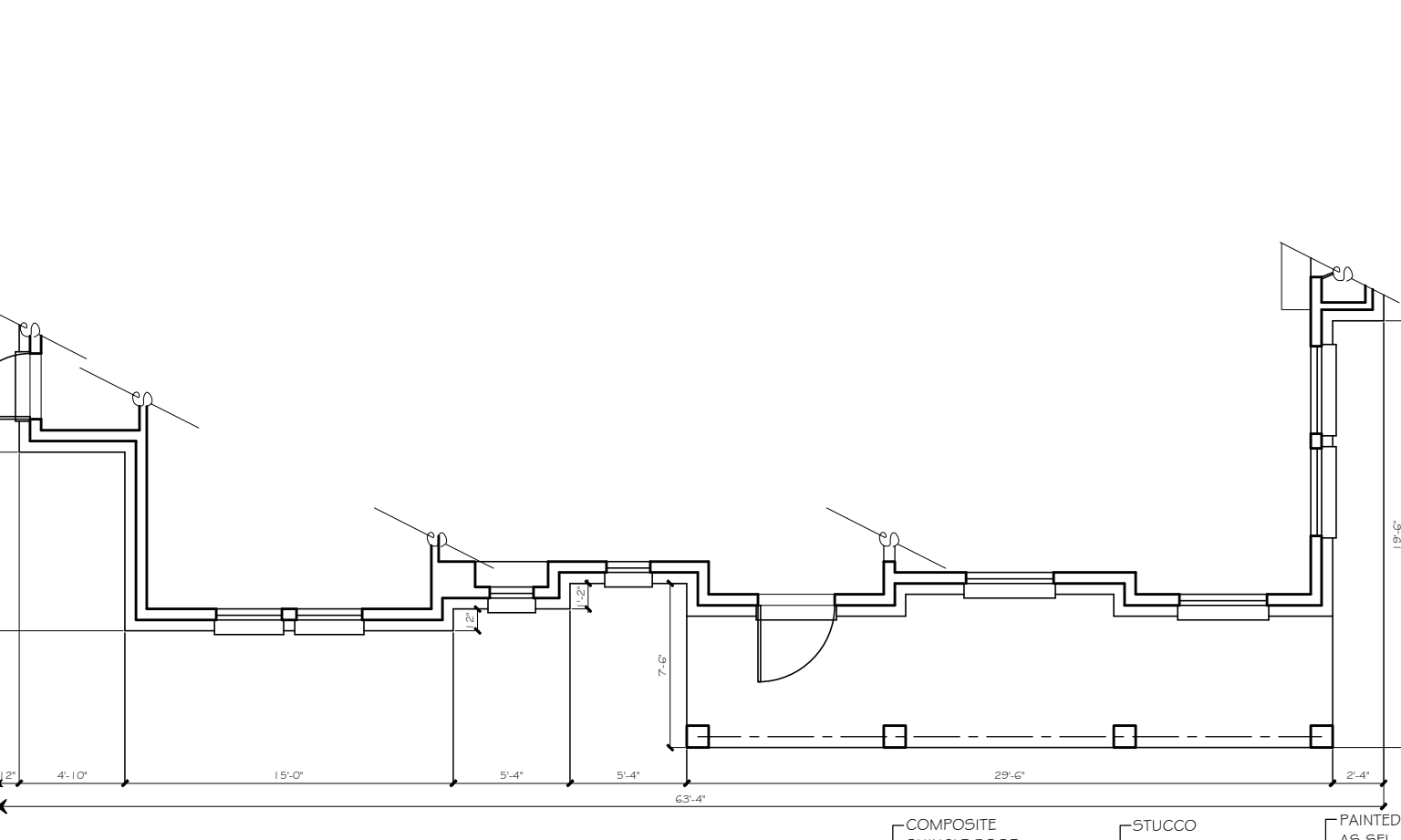
RIGHT (EAST) ELEVATION (TYPE A - A)
1/8" = 1'-0" scale



REAR (NORTH) ELEVATION (TYPE A - A)
1/8" = 1'-0" scale



LEFT (WEST) ELEVATION (TYPE A - A)
1/8" = 1'-0" scale



FRONT (SOUTH) ELEVATION (TYPE A - A)
1/8" = 1'-0" scale

CLAUSE

Cross Timbers Architects assumes no liability for any structure built from these plans. Before construction, the contractor shall verify all dimensions and materials with all governing codes & ordinances & incorporate site conditions. Only a qualified designer, architect, or structural engineer is authorized to modify these plans. All modifications shall remain the property of Cross Timbers Architects & are not to be reused or reproduced without written permission.

DATE: APRIL 13, 2020

DRAWN BY: H.M.

REVISIONS:

Δ Δ Δ

**CROSS
TIMBERS
ARCHITECTS**
4315 WINDSOR CENTRE TRAIL STE # 200
FLOWER MOUND, TEXAS 75028
PHONE: (972) 355-7754

PRELIMINARY
NOT FOR
CONSTRUCTION

A CUSTOM PROJECT FOR:

MUSTANG CREEK ESTATES
COLLEGE PARKWAY
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

JOB #

19-062

SHEET

PD1

MATERIAL TABULATION CHART

		SOUTH (Front)	EAST (Right)	NORTH (Rear)	WEST (Left)
1.	Total Facade S.F.	825 s.f.	2022 s.f.	781 s.f.	2138 s.f.
2.	Facade S.F. (exclusive of doors and windows)	572 s.f.	1822 s.f.	733 s.f.	1821 s.f.
3.	Doors and Windows S.F.	253 s.f.	200 s.f.	48 s.f.	317 s.f.
4.	Primary Masonry Totals	483 s.f. and 84% of 2	1578 s.f. and 87% of 2	588 s.f. and 80% of 2	1528 s.f. and 84% of 2
	- Brck s.f. (as applicable)	412 s.f. and 72% of 2	1468 s.f. and 80% of 2	588 s.f. and 80% of 2	1484 s.f. and 82% of 2
	- Stucco s.f. (as applicable)	71 s.f. and 12% of 2	110 s.f. and 7% of 2	0 s.f. and 0% of 2	44 s.f. and 2% of 2
5.	Secondary Masonry Totals hardi-board siding	89 s.f. and 16% of 2	244 s.f. and 13% of 2	145 s.f. and 20% of 2	293 s.f. and 16% of 2

**NOTE: EXTERNAL ELECTRICAL PANELS TO BE PAINTED/ TEXTURED TO MATCH MATERIAL AND COLOR OF BUILDING

**NOTE: "THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY, WHETHER INDICATED ON THESE PLANS OR NOT."

PROPOSED MATERIALS

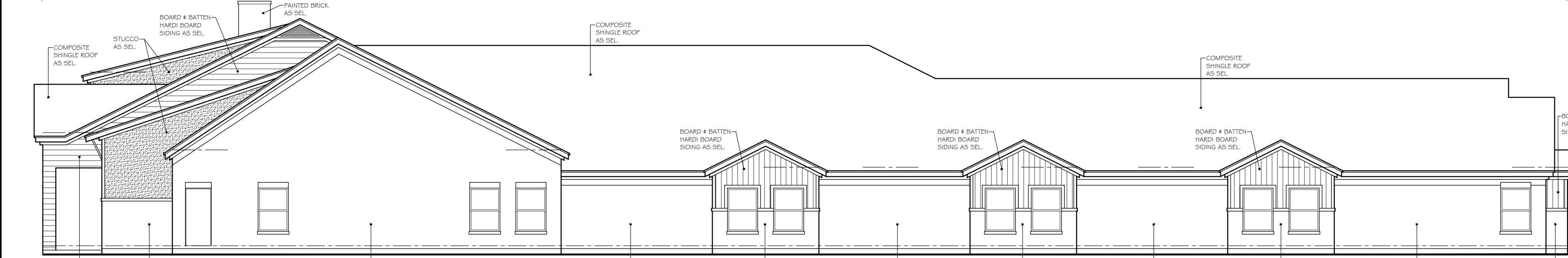
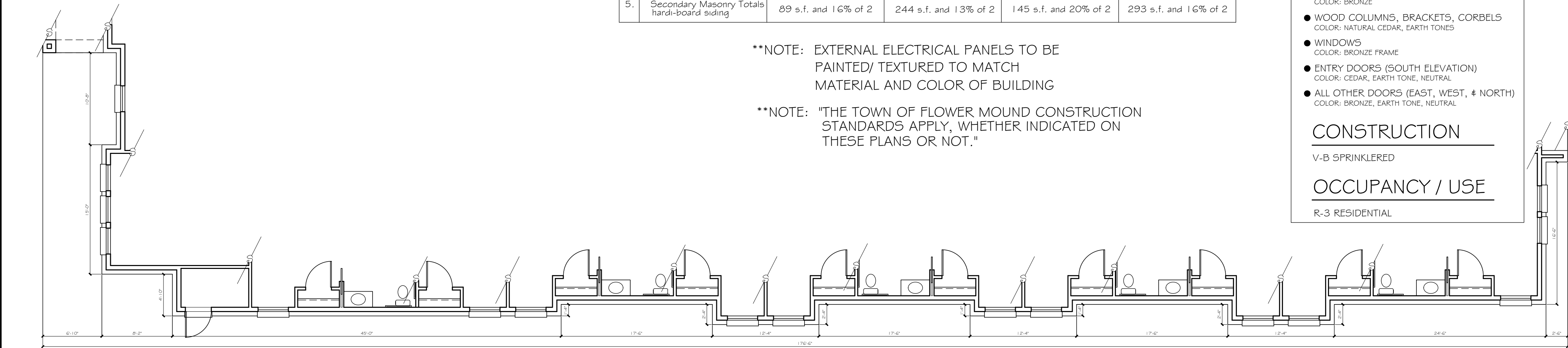
- ROOFING
COMPOSITE SHINGLE: EARTH TONES + NEUTRAL COLORS
- ROOFING
METAL STANDING SEAM: GRAY, BRONZE, EARTH TONE
- STUCCO
COLOR: CREAM, WHITE, NEUTRAL, EARTH TONE
- BRICK (NATURAL OR PAINTED)
MODULAR OR KING SIZE
COLOR: CREAM, EARTH TONES, NEUTRAL
- FASCIA, SOFFITS, AND SIDING
COLOR: CREAM, WHITE, EARTH TONES
- METAL AWNINGS
COLOR: BRONZE
- METAL BRACKETS, TRELLIS, + ACCENTS
COLOR: BRONZE
- WOOD COLUMNS, BRACKETS, CORBELS
COLOR: NATURAL CEDAR, EARTH TONES
- WINDOWS
COLOR: BRONZE FRAME
- ENTRY DOORS (SOUTH ELEVATION)
COLOR: CEDAR, EARTH TONE, NEUTRAL
- ALL OTHER DOORS (EAST, WEST, + NORTH)
COLOR: BRONZE, EARTH TONE, NEUTRAL

CONSTRUCTION

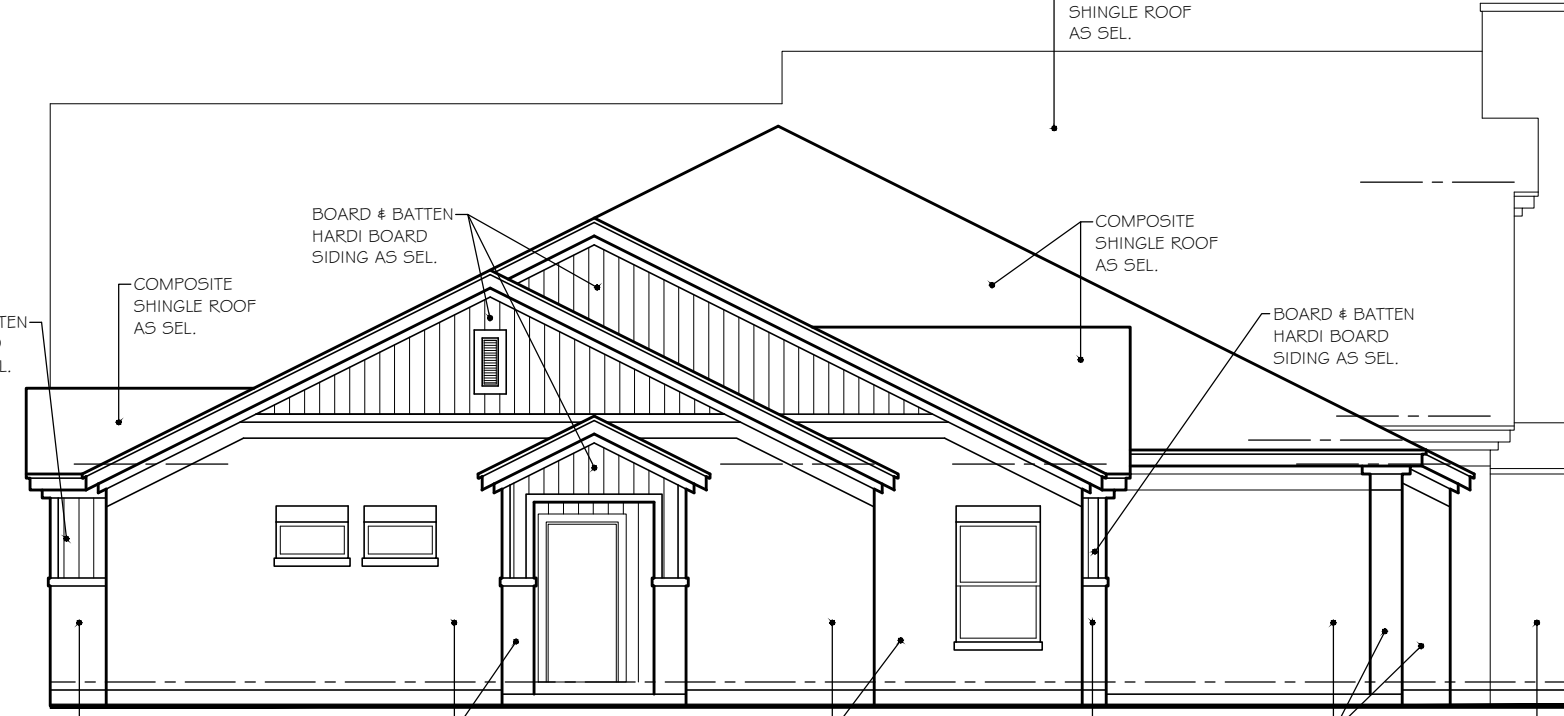
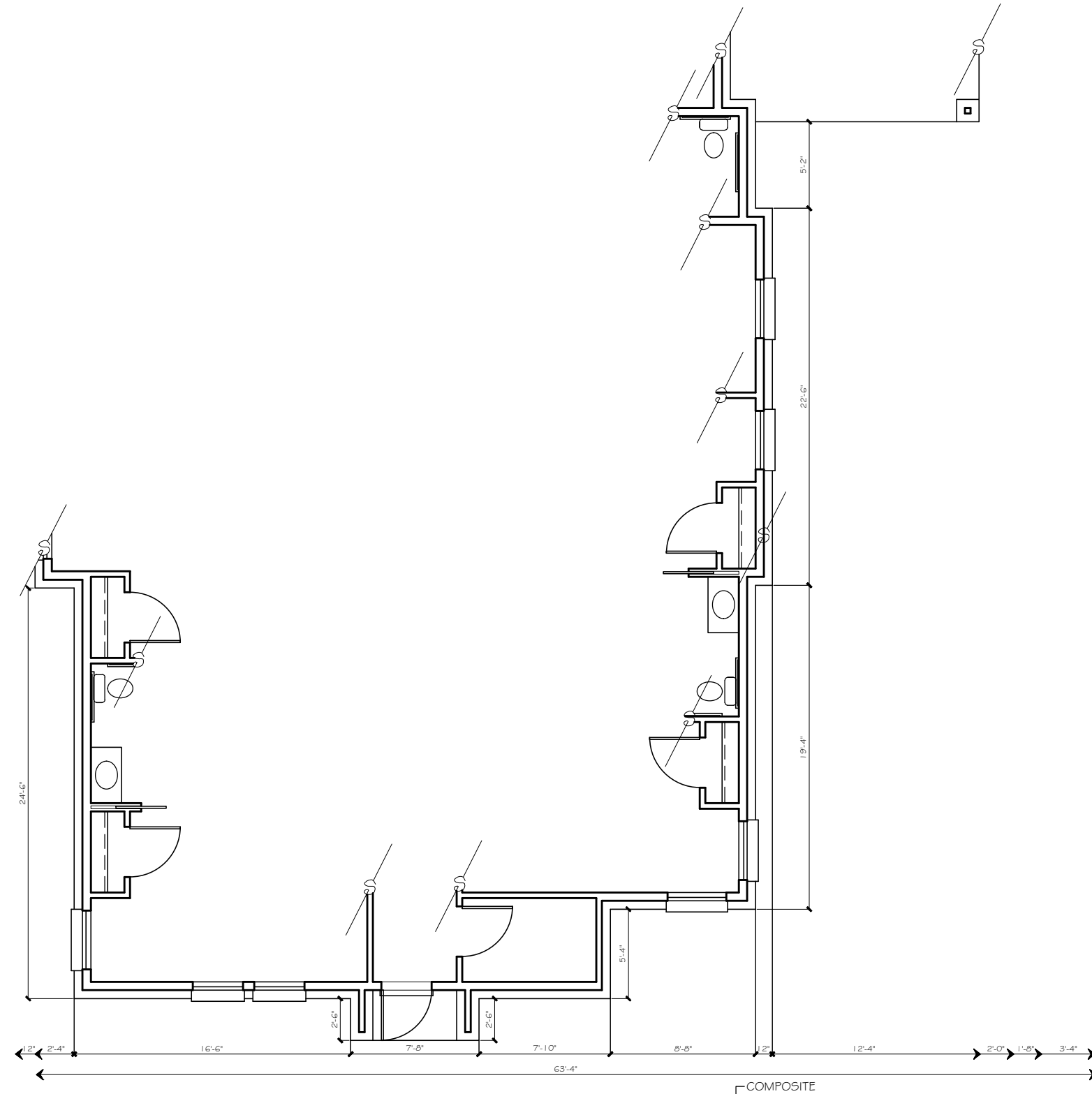
V-B SPRINKLERED

OCCUPANCY / USE

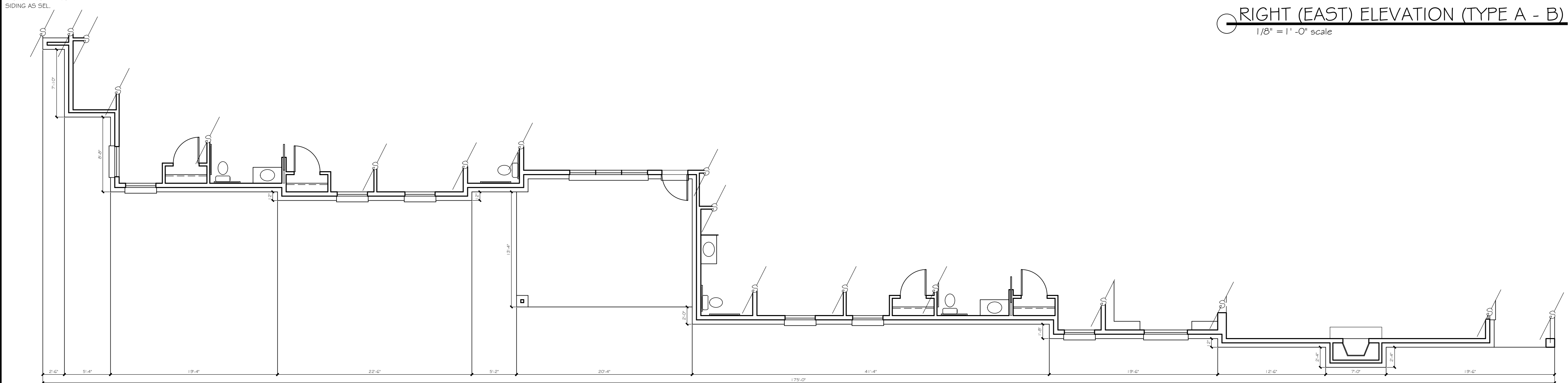
R-3 RESIDENTIAL



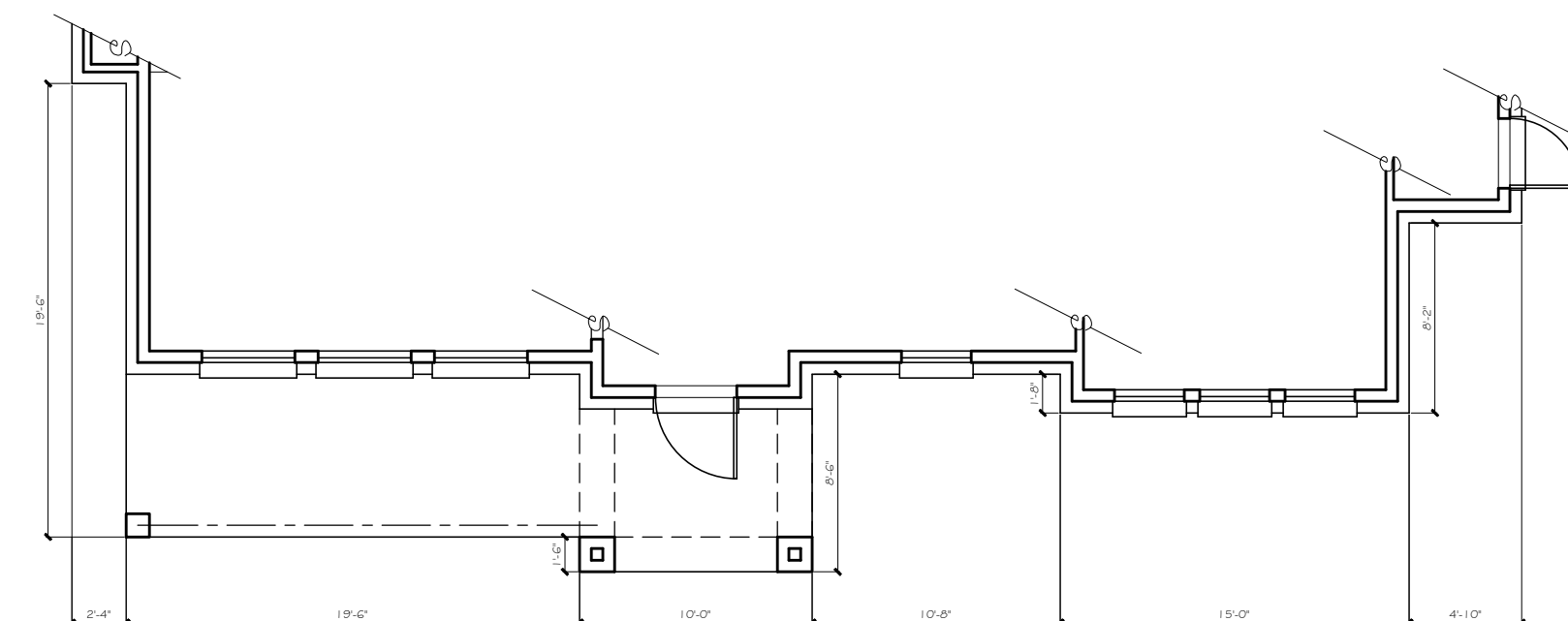
RIGHT (EAST) ELEVATION (TYPE A - B)
1/8" = 1' - 0" scale



REAR (NORTH) ELEVATION (TYPE A - B)
1/8" = 1' - 0" scale



LEFT (WEST) ELEVATION (TYPE A - B)
1/8" = 1' - 0" scale



FRONT (SOUTH) ELEVATION (TYPE A - B)
1/8" = 1' - 0" scale

CLAUSE

DATE: APRIL 13, 2020

DRAWN BY: H.M.

REVISIONS:

Δ Δ Δ

CROSS
TIMBERS
ARCHITECTS
4315 WINDSOR CENTRE TRAIL STE # 200
FLOWER MOUND, TEXAS 75028
PHONE: (972) 355-7754

PRELIMINARY
NOT FOR
CONSTRUCTION

A CUSTOM PROJECT FOR:

MUSTANG CREEK ESTATES
COLLEGE PARKWAY
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

JOB #

19-062

SHEET

PD2

Cross Timbers Architects assumes no liability for any structure built from these plans. Before construction, the contractor shall verify all dimensions and materials with all governing codes & ordinances & incorporate site conditions. Only a qualified designer, architect, or structural engineer is authorized to make any changes to these plans. All work shall remain the property of Cross Timbers Architects & are not to be reused or reproduced without written permission.

MATERIAL TABULATION CHART

	SOUTH (Front)	EAST (Right)	NORTH (Rear)	WEST (Left)
1. Total Facade S.F.	819 s.f.	1862 s.f.	580 s.f.	1742 s.f.
2. Facade S.F. (exclusive of doors and windows)	602 s.f.	1593 s.f.	462 s.f.	1578 s.f.
3. Doors and Windows S.F.	217 s.f.	269 s.f.	118 s.f.	164 s.f.
4. Primary Masonry Totals	489 s.f. and 81% of 2	1288 s.f. and 81% of 2	370 s.f. and 80% of 2	1269 sf and 80% of 2
- Brck s.f. (as applicable)	268 s.f. and 45% of 2	1108 s.f. and 70% of 2	48 s.f. and 10% of 2	1191 sf and 75% of 2
- Stone s.f. (as applicable)	165 s.f. and 27% of 2	180 s.f. and 11% of 2	322 s.f. and 70% of 2	73 sf and 5% of 2
- Stucco s.f. (as applicable)	56 s.f. and 9% of 2	0 s.f. and 0% of 2	0 s.f. and 0% of 2	5 s.f. and 0% of 2
5. Secondary Masonry Totals hardi-board siding	113 s.f. and 19% of 2	305 s.f. and 19% of 2	92 s.f. and 20% of 2	309 s.f. and 20% of 2

**NOTE: EXTERNAL ELECTRICAL PANELS TO BE PAINTED/ TEXTURED TO MATCH MATERIAL AND COLOR OF BUILDING

**NOTE: "THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY, WHETHER INDICATED ON THESE PLANS OR NOT."

PROPOSED MATERIALS

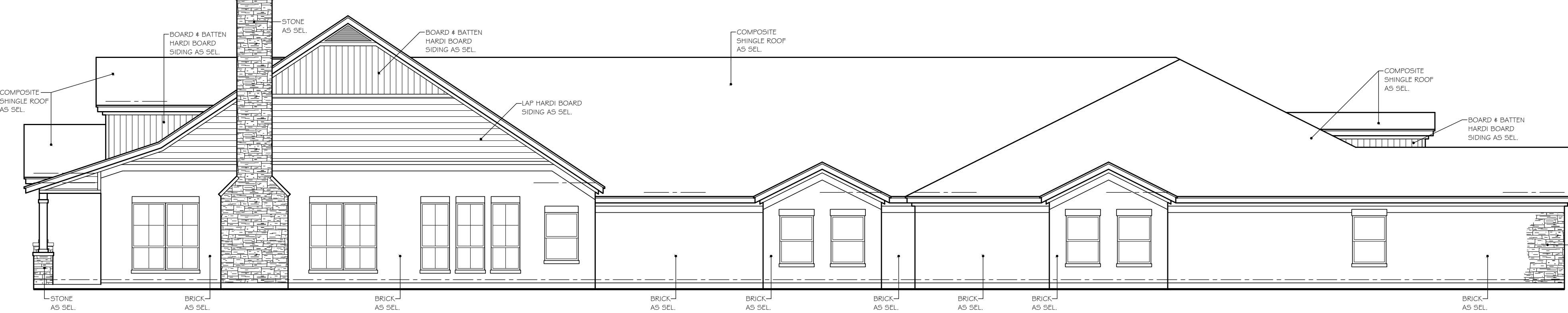
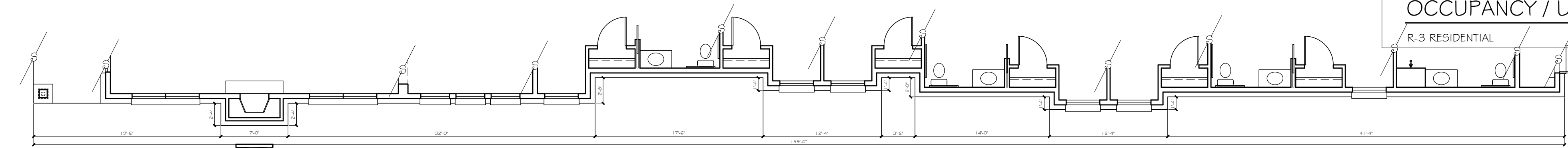
- ROOFING
COMPOSITE SHINGLE; BLACK, GRAY, NEUTRAL COLORS
- ROOFING
METAL STANDING SEAM; SILVER, GRAY, BLACK
- STUCCO
COLOR: CREAM, GRAY, WHITE, NEUTRAL
- STONE
NATURAL STONE: SAW CUT, CHOPPED, LEDGE STONE
COLOR: CREAM, GRAY, WHITE, NEUTRAL
- BRICK (NATURAL OR PAINTED)
MODULAR OR KING SIZE
COLOR: CREAM, GRAY, WHITE, NEUTRAL
- FASCIA, SOFFITS, AND SIDING
COLOR: CREAM, GRAY, WHITE, BLACK
- METAL AWNINGS
COLOR: GRAY, BLACK
- METAL BRACKETS, TRELLIS, & ACCENTS
COLOR: GRAY, BLACK
- WOOD COLUMNS, BRACKETS, CORBELS
COLOR: NATURAL CEDAR, WHITE, GRAY, BLACK
- WINDOWS
COLOR: GRAY, BLACK FRAME
- ENTRY DOORS (SOUTH ELEVATION)
COLOR: CEDAR, GRAY, BLACK
- ALL OTHER DOORS (EAST, WEST, & NORTH)
COLOR: GRAY, BLACK

CONSTRUCTION

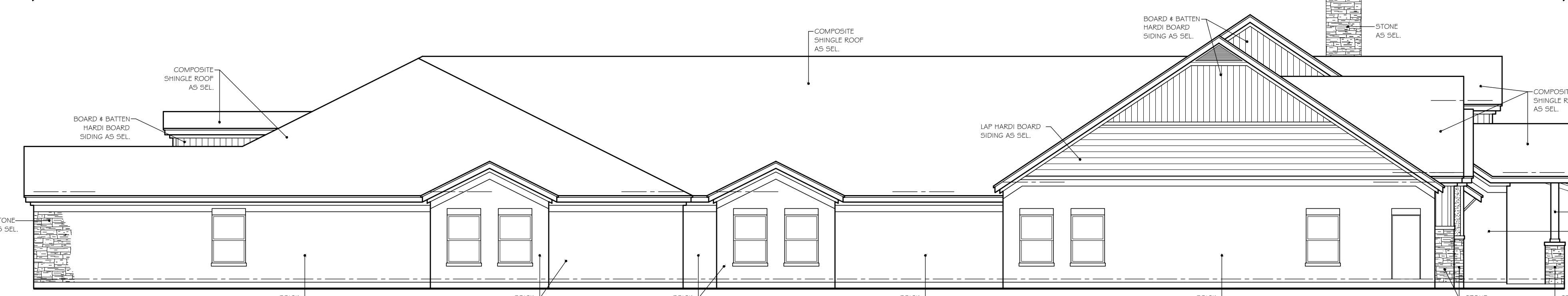
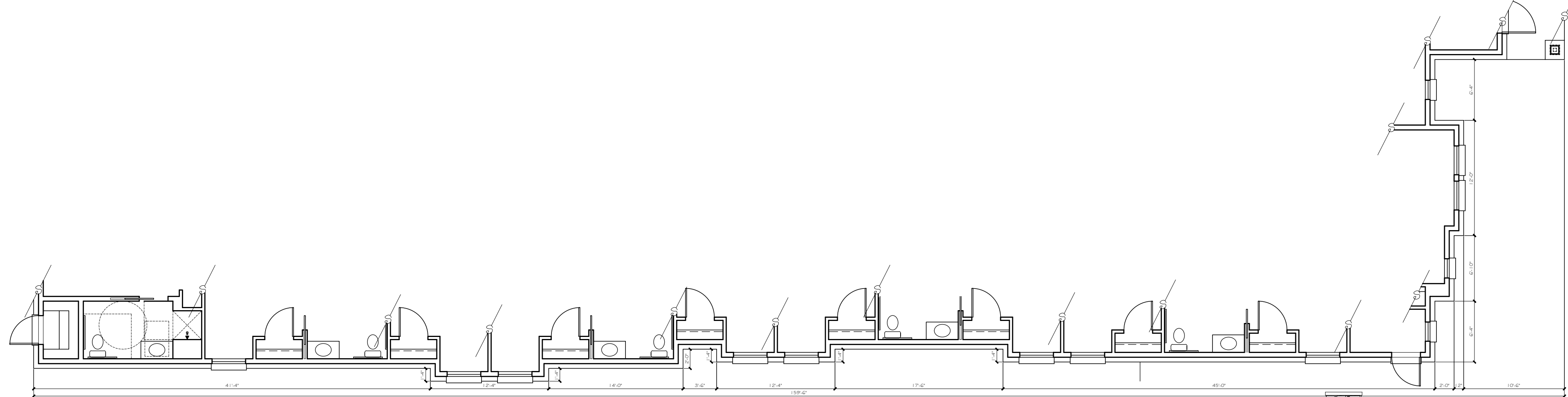
V-B SPRINKLERED

OCCUPANCY / USE

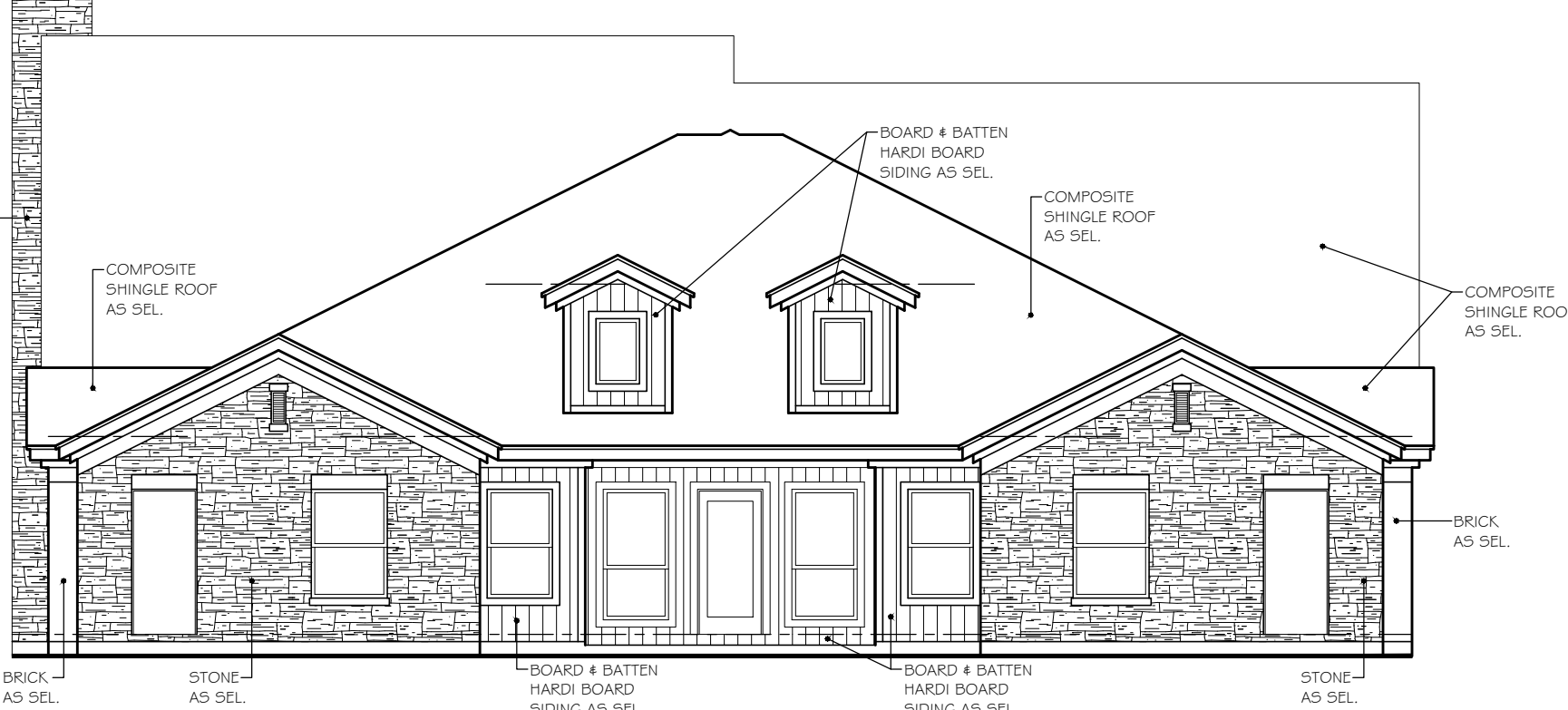
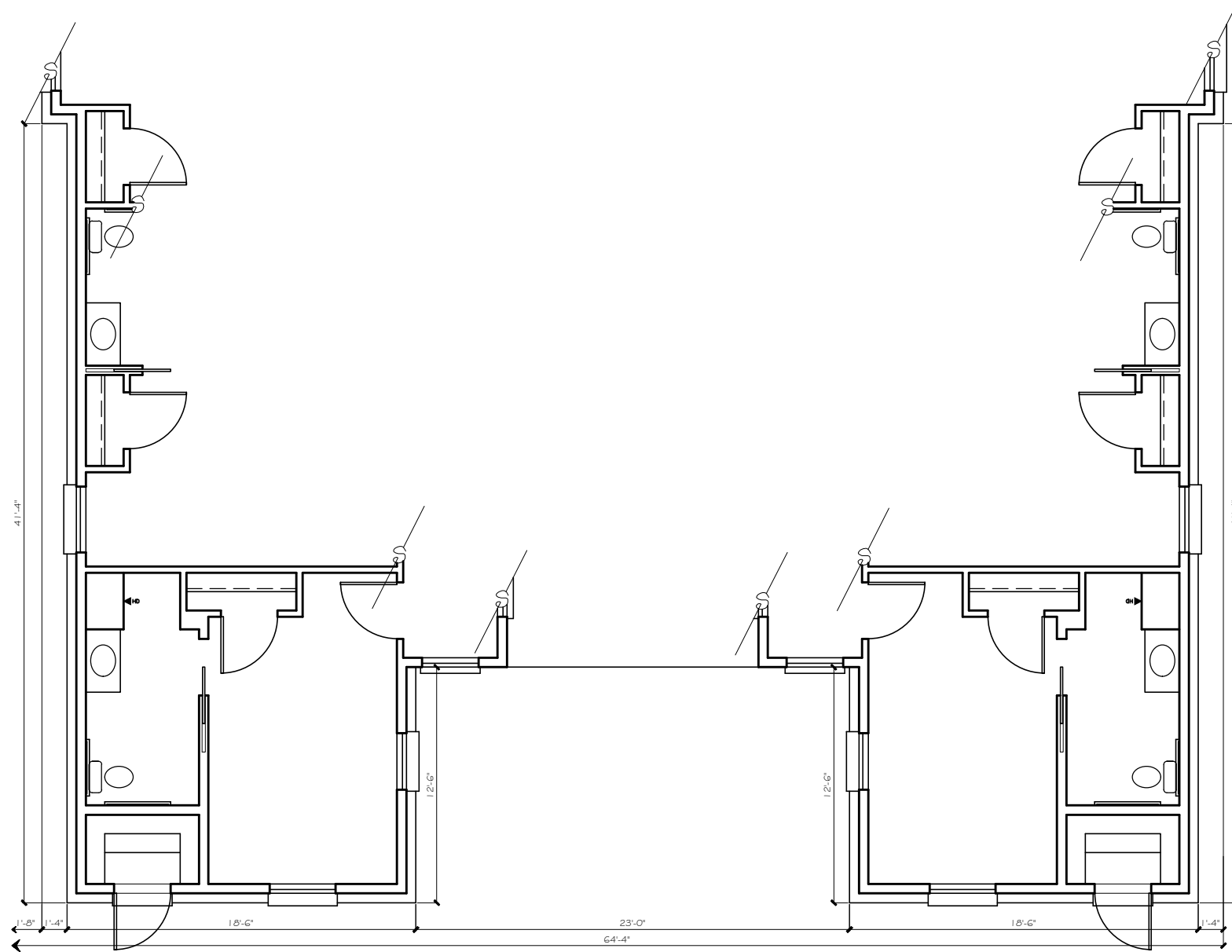
R-3 RESIDENTIAL



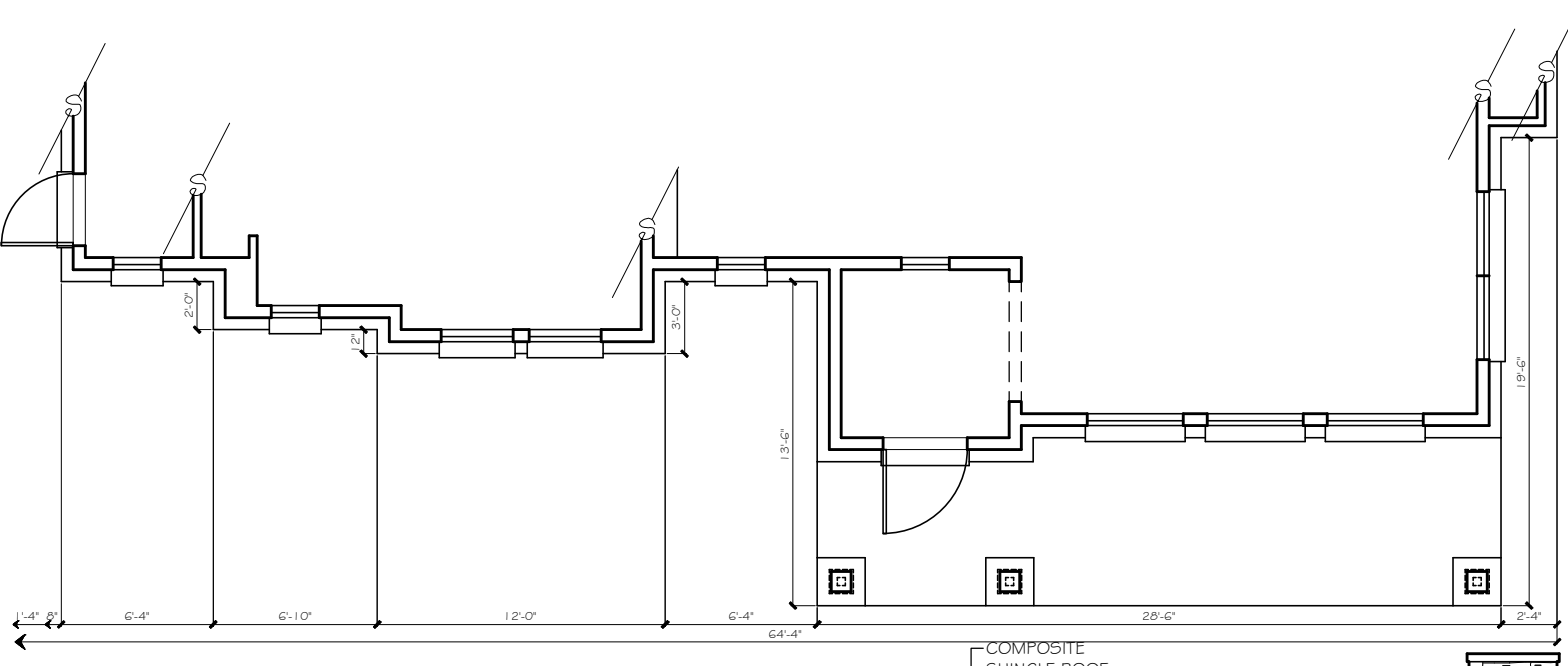
RIGHT (EAST) ELEVATION (TYPE B - A)
1/8" = 1' - 0" scale



LEFT (WEST) ELEVATION (TYPE B - A)
1/8" = 1' - 0" scale



REAR (NORTH) ELEVATION (TYPE B - A)
1/8" = 1' - 0" scale



FRONT (SOUTH) ELEVATION (TYPE B - A)
1/8" = 1' - 0" scale

CLAUSE

DATE: APRIL 13, 2020

DRAWN BY: H.M.

REVISIONS:

Δ Δ Δ

CROSS
TIMBERS
ARCHITECTS
4315 WINDSOR CENTRE TRAIL STE # 200
FLOWER MOUND, TEXAS 75028
PHONE: (972) 355-7754

PRELIMINARY
NOT FOR
CONSTRUCTION

A CUSTOM PROJECT FOR:

MUSTANG CREEK ESTATES
COLLEGE PARKWAY
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

JOB #

19-062

SHEET

PD3

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MATERIAL TABULATION CHART

		SOUTH (Front)	EAST (Right)	NORTH (Rear)	WEST (Left)
1.	Total Facade S.F.	1081 s.f.	1749 s.f.	574 s.f.	1792 s.f.
2.	Facade S.F. (exclusive of doors and windows)	898 s.f.	1605 s.f.	458 s.f.	1537 s.f.
3.	Doors and Windows S.F.	183 s.f.	144 s.f.	116 s.f.	255 s.f.
4.	Primary Masonry Totals	898 s.f. and 100% of 2	1339 s.f. and 83% of 2	388 s.f. and 85% of 2	1245 sf and 81% of 2
	- Brck s.f. (as applicable)	898 s.f. and 100% of 2	1339 s.f. and 83% of 2	388 s.f. and 85% of 2	1245 sf and 81% of 2
5.	Secondary Masonry Totals hard-board siding	0 s.f. and 0% of 2	266 s.f. and 17% of 2	70 s.f. and 15% of 2	292 s.f. and 19% of 2

**NOTE: EXTERNAL ELECTRICAL PANELS TO BE
PAINTED/ TEXTURED TO MATCH
MATERIAL AND COLOR OF BUILDING

**NOTE: "THE TOWN OF FLOWER MOUND CONSTRUCTION
STANDARDS APPLY, WHETHER INDICATED ON
THESE PLANS OR NOT."

PROPOSED MATERIALS

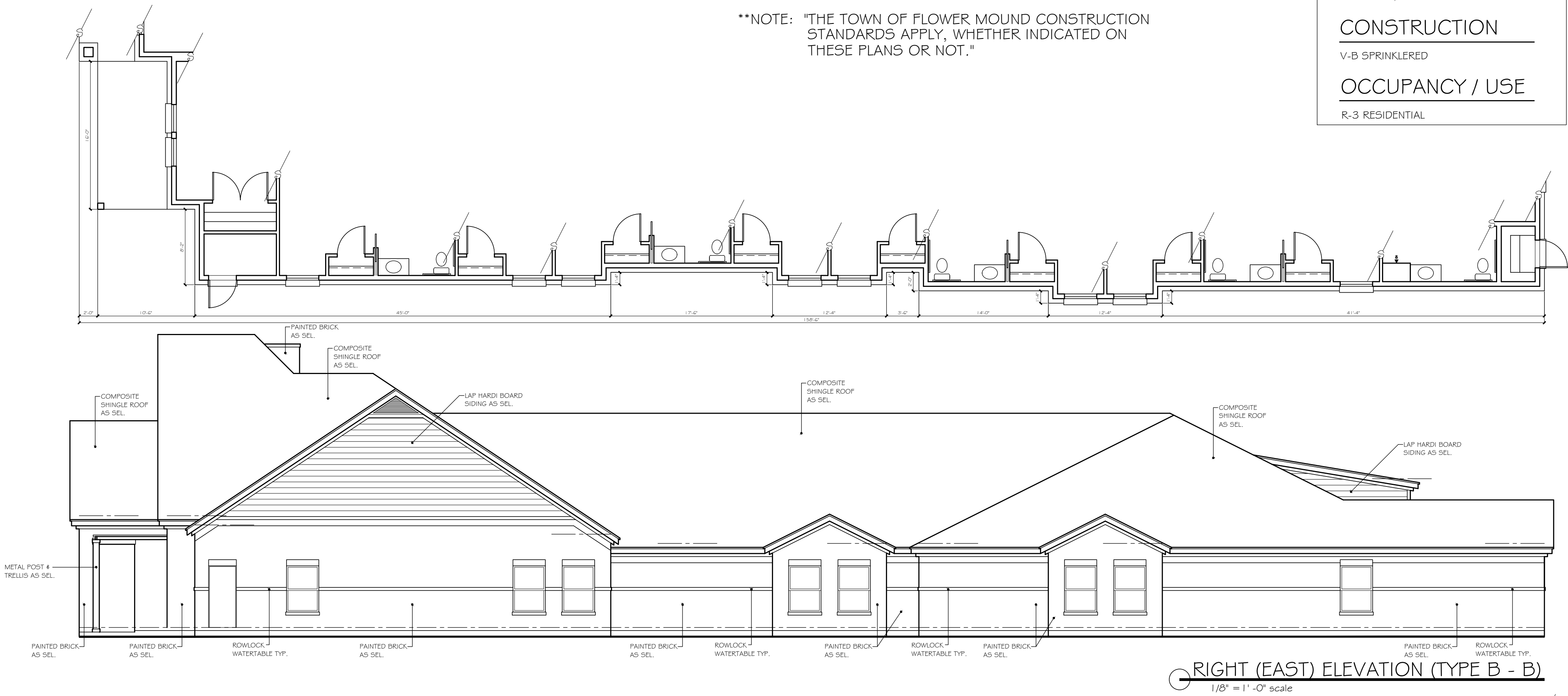
- ROOFING
COMPOSITE SHINGLE; BLACK, GRAY, NEUTRAL COLORS
- ROOFING
METAL STANDING SEAM; SILVER, GRAY, BLACK
- BRICK (NATURAL OR PAINTED)
MODULAR OR KING SIZE
COLOR: CREAM, GRAY, WHITE, NEUTRAL
- FASCIA, SOFFITS, AND SIDING
COLOR: CREAM, GRAY, WHITE, BLACK
- METAL AWNINGS
COLOR: GRAY, BLACK
- METAL BRACKETS, TRELLIS, & ACCENTS
COLOR: GRAY, BLACK
- WOOD COLUMNS, BRACKETS, CORBELS
COLOR: NATURAL CEDAR, WHITE, GRAY, BLACK
- WINDOWS
COLOR: GRAY, BLACK FRAME
- ENTRY DOORS (SOUTH ELEVATION)
COLOR: CEDAR, GRAY, BLACK
- ALL OTHER DOORS (EAST, WEST, & NORTH)
COLOR: GRAY, BLACK

CONSTRUCTION

V-B SPRINKLERED

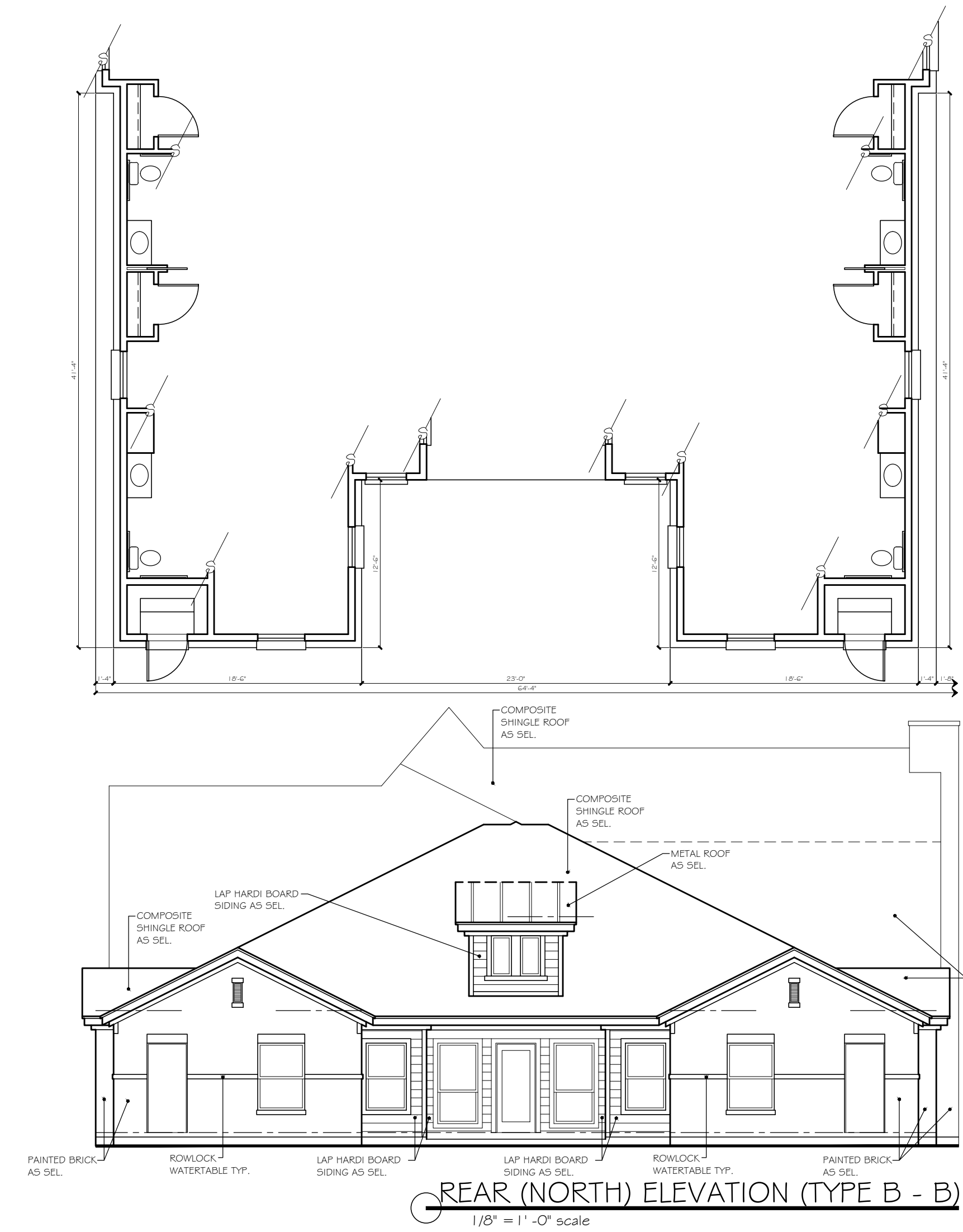
OCCUPANCY / USE

R-3 RESIDENTIAL



RIGHT (EAST) ELEVATION (TYPE B - B)
1/8" = 1'-0" scale

LEFT (WEST) ELEVATION (TYPE B - B)
1/8" = 1'-0" scale



REAR (NORTH) ELEVATION (TYPE B - B)
1/8" = 1'-0" scale

FRONT (SOUTH) ELEVATION (TYPE B - B)
1/8" = 1'-0" scale

CLAUSE

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DATE: APRIL 13, 2020

DRAWN BY: H.M.

REVISIONS:

Δ Δ Δ

**CROSS
TIMBERS
ARCHITECTS**
4315 WINDSOR CENTRE TRAIL STE # 200
FLOWER MOUND, TEXAS 75028
PHONE: (972) 355-7754

**PRELIMINARY
NOT FOR
CONSTRUCTION**

A CUSTOM PROJECT FOR:

**MUSTANG CREEK ESTATES
COLLEGE PARKWAY
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS**

JOB #

19-062

SHEET

PD4

MATERIAL TABULATION CHART

		SOUTH (Front)	EAST (Right)	NORTH (Rear)	WEST (Left)
1.	Total Facade S.F.	754 s.f.	1732 s.f.	910 s.f.	1614 s.f.
2.	Facade S.F. (exclusive of doors and windows)	598 s.f.	1472 s.f.	848 s.f.	1364 s.f.
3.	Doors and Windows S.F.	156 s.f.	260 s.f.	62 s.f.	250 s.f.
4.	Primary Masonry Totals	493 s.f. and 82% of 2	1320 s.f. and 90% of 2	677 s.f. and 80% of 2	1193 sf and 87% of 2
	- Brick s.f. (as applicable)	493 s.f. and 82% of 2	1320 s.f. and 90% of 2	677 s.f. and 80% of 2	1193 sf and 87% of 2
5.	Secondary Masonry Totals hardi-board siding	105 s.f. and 18% of 2	152 s.f. and 10% of 2	171 s.f. and 20% of 2	171 s.f. and 13% of 2

**NOTE: EXTERNAL ELECTRICAL PANELS TO BE
PAINTED/ TEXTURED TO MATCH
MATERIAL AND COLOR OF BUILDING

**NOTE: "THE TOWN OF FLOWER MOUND CONSTRUCTION
STANDARDS APPLY, WHETHER INDICATED ON
THESE PLANS OR NOT."

PROPOSED MATERIALS

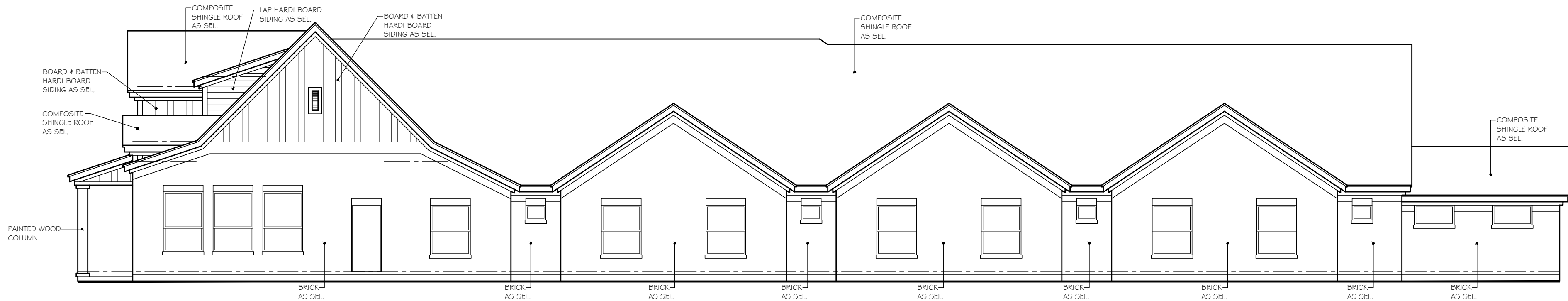
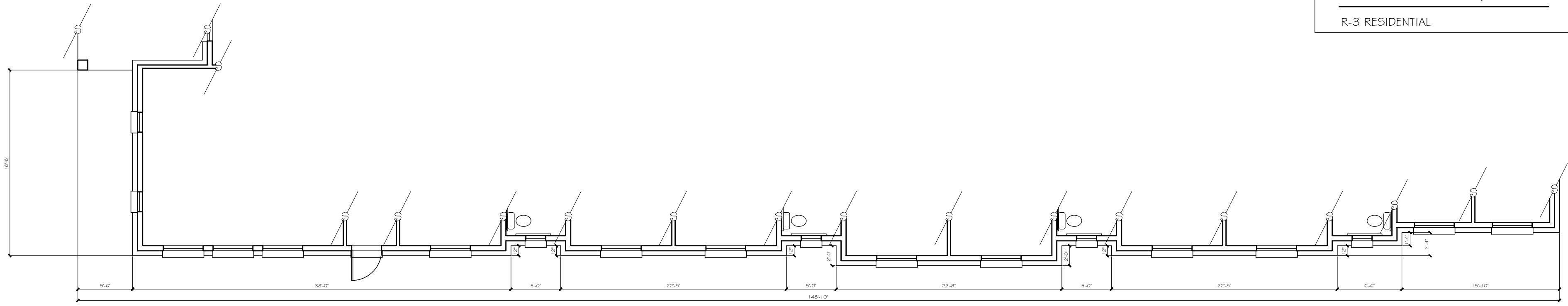
- ROOFING
COMPOSITE SHINGLE: EARTH TONES & NEUTRAL COLORS
- ROOFING
METAL STANDING SEAM: GRAY, BRONZE, EARTH TONE
- BRICK (NATURAL OR PAINTED)
MODULAR OR KING SIZE
COLOR: CREAM, EARTH TONES, NEUTRAL
- FASCIA, SOFFITS, AND SIDING
COLOR: CREAM, WHITE, EARTH TONES
- METAL AWNINGS
COLOR: EARTH TONES, BRONZE
- METAL BRACKETS, TRELLIS, & ACCENTS
COLOR: EARTH TONES, BRONZE
- WOOD COLUMNS, BRACKETS, CORBELS
COLOR: NATURAL CEDAR, EARTH TONES
- WINDOWS
COLOR: BRONZE FRAME
- ENTRY DOORS (SOUTH ELEVATION)
COLOR: CEDAR, EARTH TONE, NEUTRAL
- ALL OTHER DOORS (EAST, WEST, & NORTH)
COLOR: CEDAR EARTH TONE, BRONZE

CONSTRUCTION

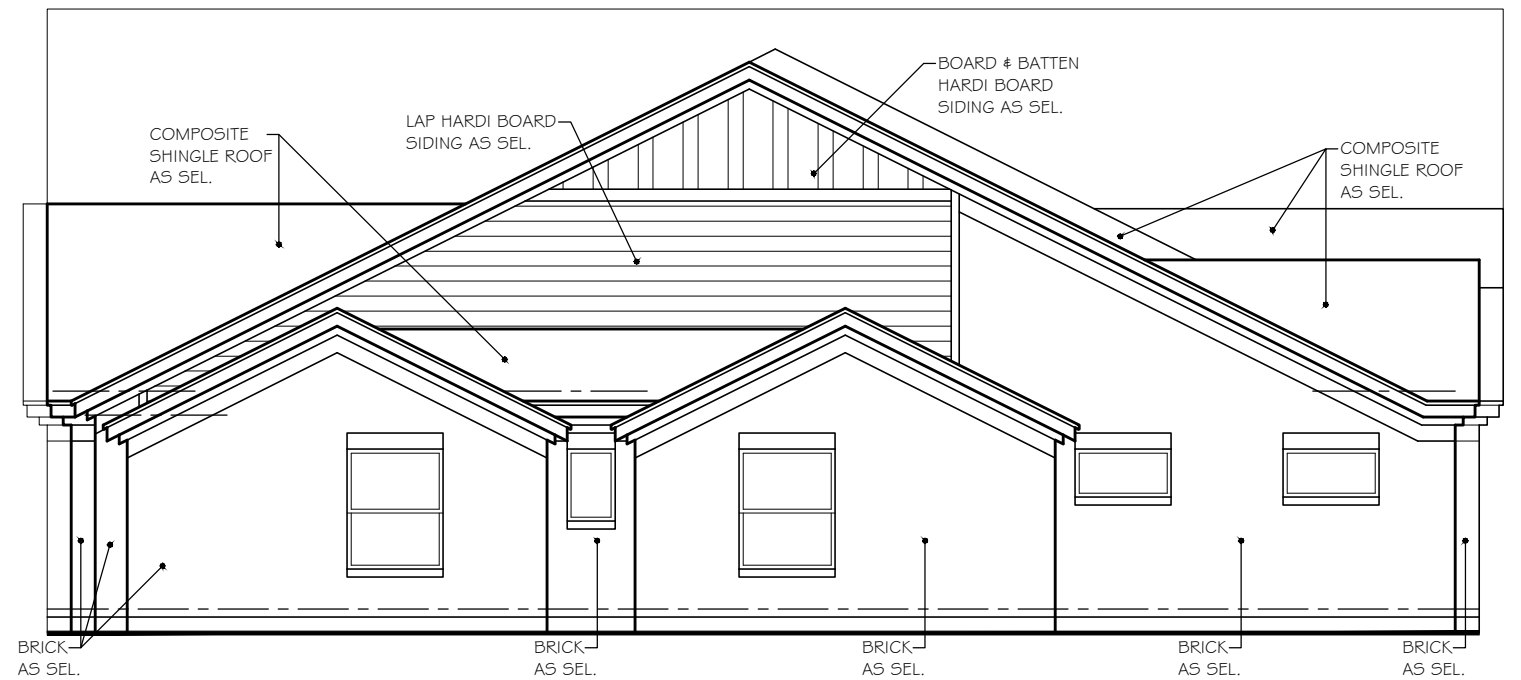
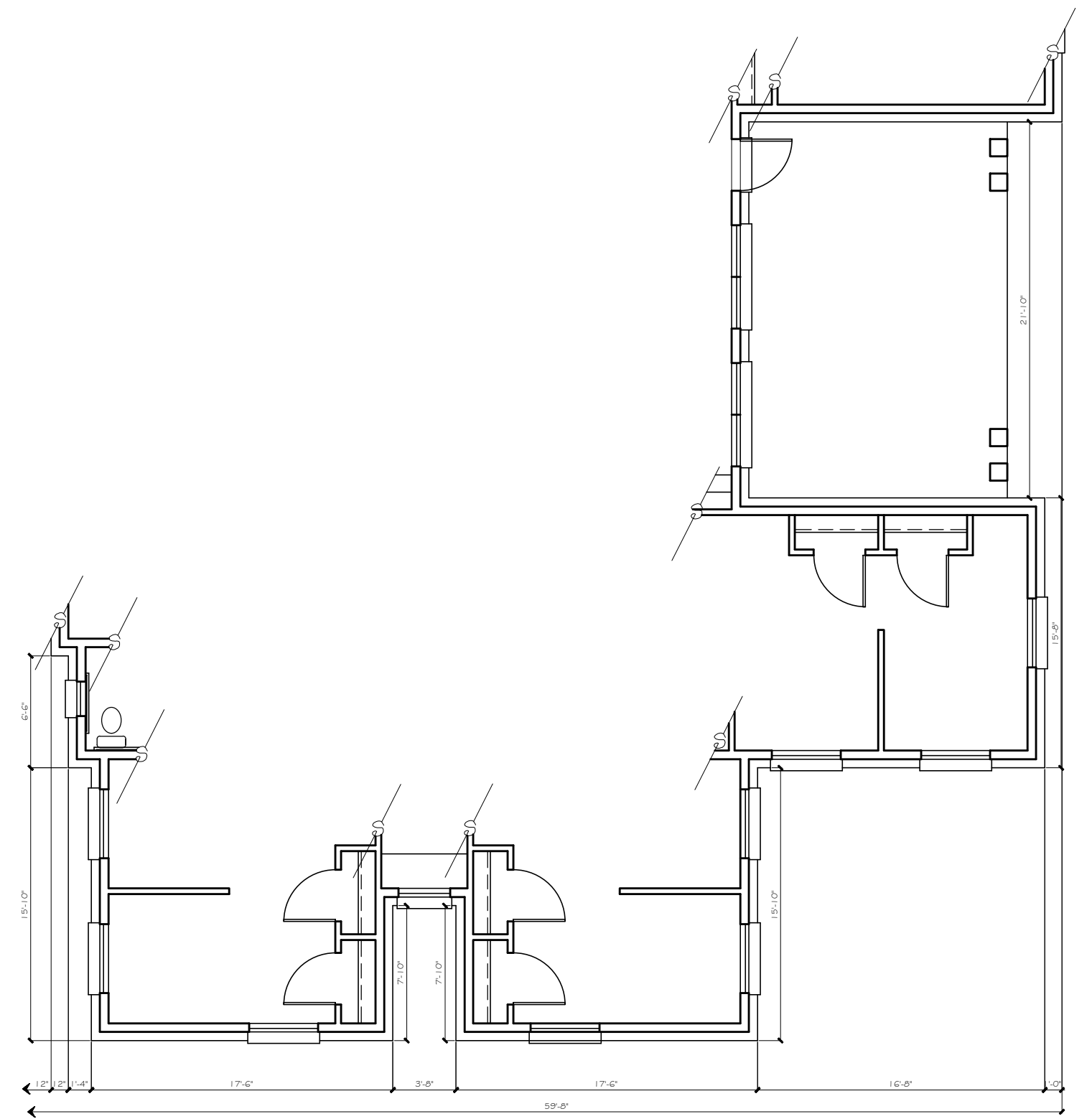
V-B SPRINKLERED

OCCUPANCY / USE

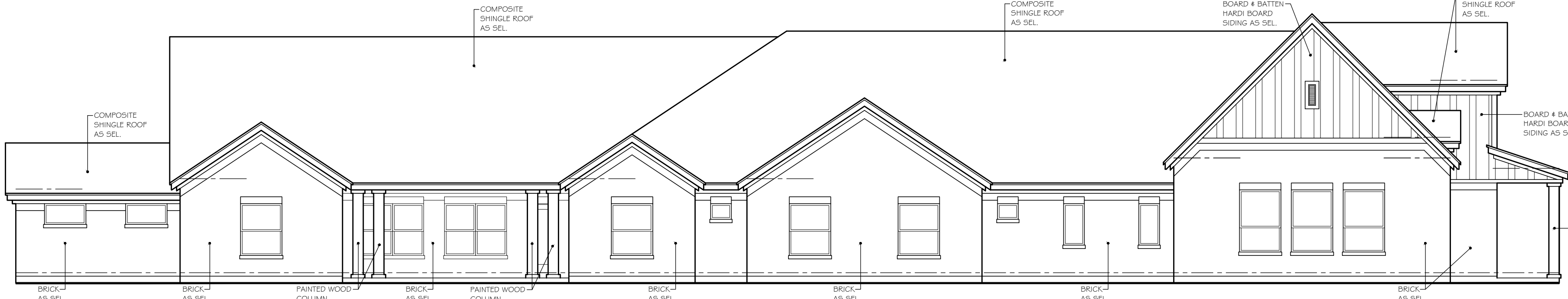
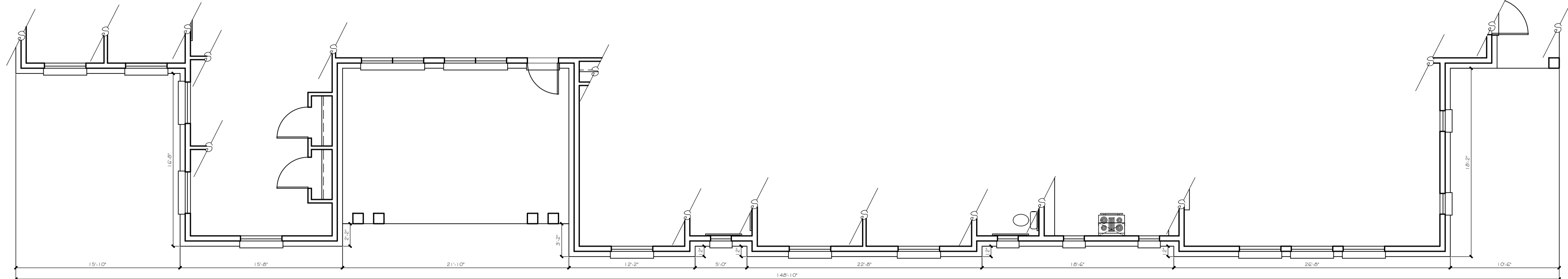
R-3 RESIDENTIAL



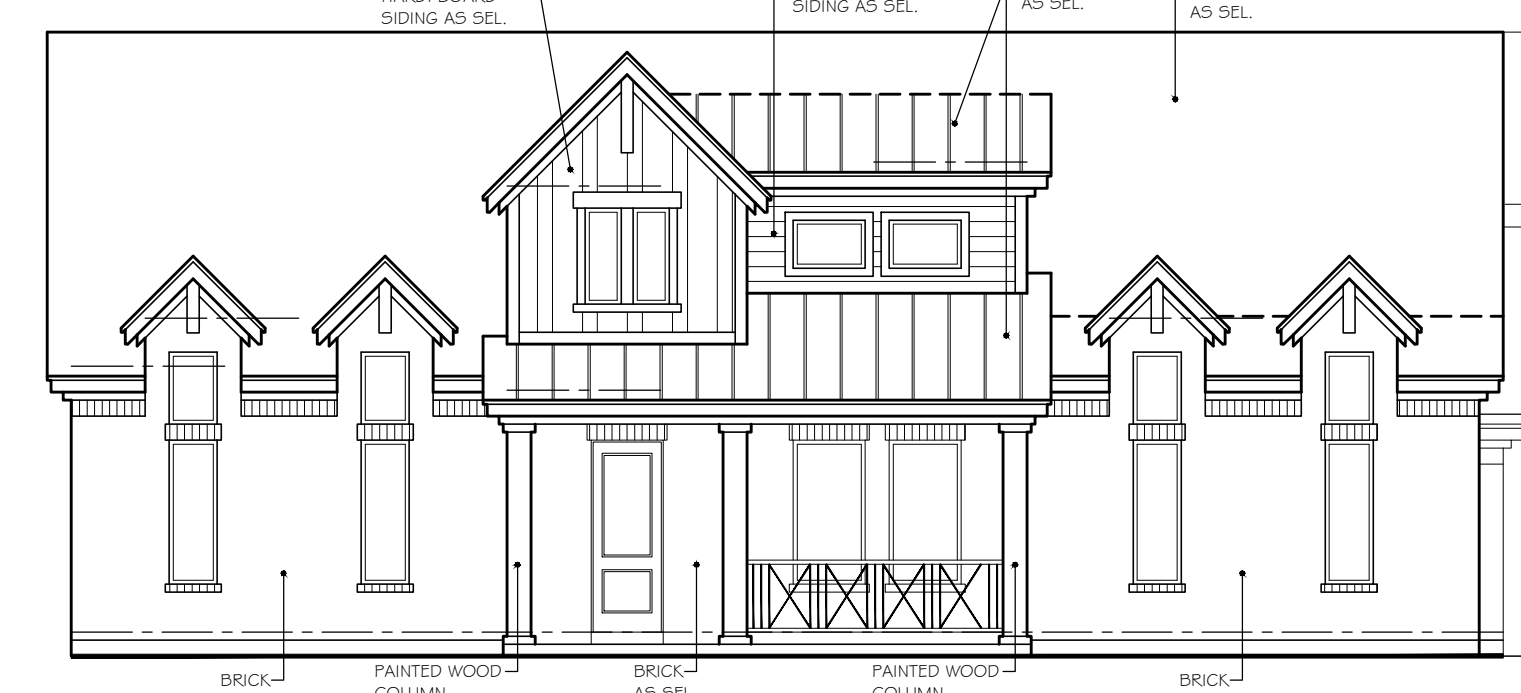
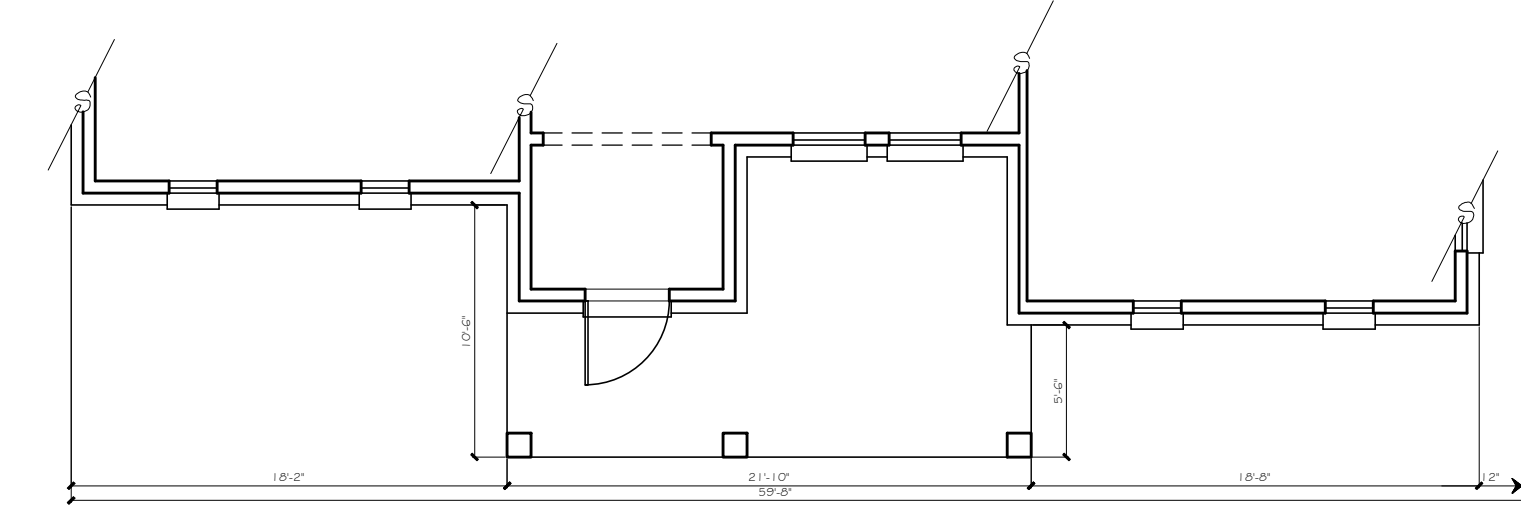
RIGHT (EAST) ELEVATION (TYPE M - A)
1/8" = 1' - 0" scale



REAR (NORTH) ELEVATION (TYPE M - A)
1/8" = 1' - 0" scale



LEFT (WEST) ELEVATION (TYPE M - A)
1/8" = 1' - 0" scale



FRONT (SOUTH) ELEVATION (TYPE M - A)
1/8" = 1' - 0" scale

CLAUSE

DATE:	APRIL 13, 2020
DRAWN BY:	H.M.
REVISIONS:	
	Δ
	Δ
	Δ

CROSS TIMBERS ARCHITECTS
4315 WINDSOR CENTRE TRAIL STE # 200
FLOWER MOUND, TEXAS 75028
PHONE: (972) 355-7754

PRELIMINARY
NOT FOR
CONSTRUCTION

A CUSTOM PROJECT FOR:
MUSTANG CREEK ESTATES
COLLEGE PARKWAY
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

JOB #
19-062

SHEET
PD5

Cross Timbers Architects assumes no liability for any structure built from these plans. Before construction, the owner should verify compliance with all governing codes & ordinances & incorporate site conditions. Only a qualified designer, architect, or structural engineer is qualified to interpret these plans. These plans shall remain the property of Cross Timbers Architects & are not to be reused or reproduced without written permission.

MATERIAL TABULATION CHART

		SOUTH (Front)	EAST (Right)	NORTH (Rear)	WEST (Left)
1.	Total Facade S.F.	892 s.f.	1613 s.f.	910 s.f.	1817 s.f.
2.	Facade S.F. (exclusive of doors and windows)	753 s.f.	1331 s.f.	848 s.f.	1545 s.f.
3.	Doors and Windows S.F.	139 s.f.	282 s.f.	62 s.f.	272 s.f.
4.	Primary Masonry Totals	753 s.f. and 100% of 2	1155 s.f. and 87% of 2	677 s.f. and 80% of 2	1545 sf and 100% of 2
	- Brck s.f. (as applicable)	483 s.f. and 64% of 2	1135 s.f. and 85% of 2	677 s.f. and 80% of 2	1476 sf and 96% of 2
	- Stone s.f. (as applicable)	270 s.f. and 36% of 2	20 s.f. and 2% of 2	0 s.f. and 0% of 2	69 s.f. and 4% of 2
5.	Secondary Masonry Totals hard-board siding	0 s.f. and 0% of 2	176 s.f. and 13% of 2	171 s.f. and 20% of 2	0 s.f. and 0% of 2

**NOTE: EXTERNAL ELECTRICAL PANELS TO BE PAINTED/ TEXTURED TO MATCH MATERIAL AND COLOR OF BUILDING

**NOTE: "THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY, WHETHER INDICATED ON THESE PLANS OR NOT."

PROPOSED MATERIALS

- ROOFING
COMPOSITE SHINGLE: BLACK, GRAY, NEUTRAL COLORS
- ROOFING
METAL STANDING SEAM: SILVER, GRAY
- STONE
NATURAL STONE: SAW CUT, CHOPPED, LEDGE STONE
MODULAR OR KING SIZE
COLOR: CREAM, WHITE, NEUTRAL
- BRICK (NATURAL OR PAINTED)
COLOR: CREAM, WHITE, NEUTRAL
- FASCIA, SOFFITS, AND SIDING
COLOR: CREAM, BROWN
- METAL AWNINGS
COLOR: CREAM, BROWN
- METAL BRACKETS, TRELLIS, & ACCENTS
COLOR: GRAY, BLACK
- WOOD COLUMNS, BRACKETS, CORBELS
COLOR: NATURAL CEDAR, WHITE
- WINDOWS
COLOR: CREAM OR BROWN FRAME
- ENTRY DOORS (SOUTH ELEVATION)
COLOR: CEDAR, BROWN
- ALL OTHER DOORS (EAST, WEST, & NORTH)
COLOR: CEDAR, BROWN

CONSTRUCTION

V-B SPRINKLERED

OCCUPANCY / USE

R-3 RESIDENTIAL

CLAUSE

Cross Timbers Architects assumes no liability for any structure built from these plans. Before construction, the contractor shall verify compliance with all governing codes & ordinances & incorporate site conditions. Only a qualified designer, architect, or structural engineer is authorized to modify these plans. All modifications shall remain the property of Cross Timbers Architects & are not to be re-used or reproduced without written permission.

DATE: APRIL 13, 2020

DRAWN BY: H.M.

REVISIONS:

Δ Δ Δ

CROSS
TIMBERS
ARCHITECTS
4315 WINDSOR CENTRE TRAIL STE # 200
FLOWER MOUND, TEXAS 75028
PHONE: (972) 355-7754

PRELIMINARY
NOT FOR
CONSTRUCTION

A CUSTOM PROJECT FOR:

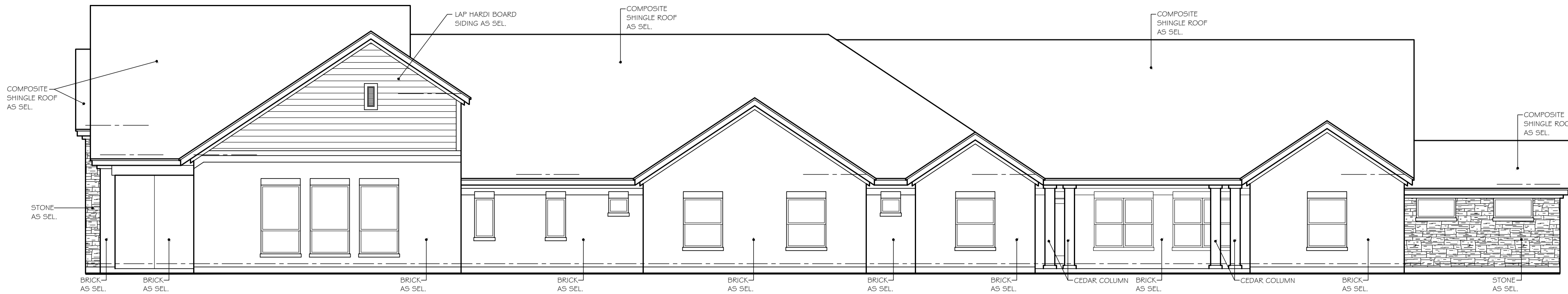
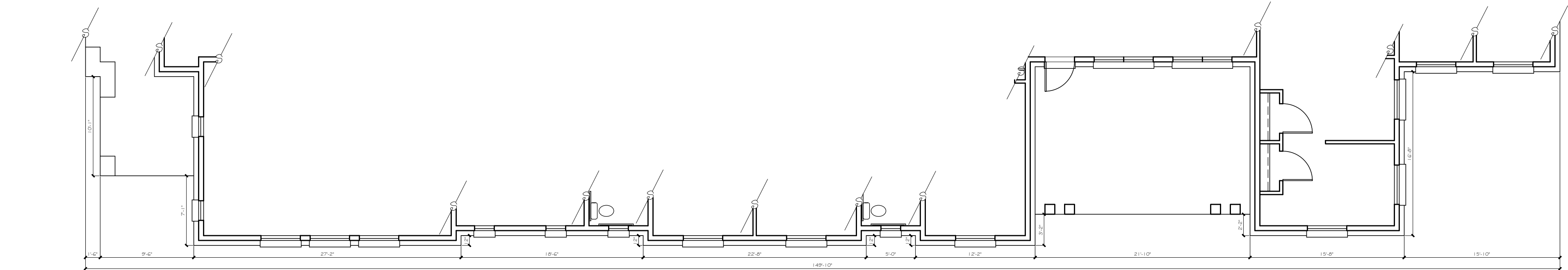
MUSTANG CREEK ESTATES
COLLEGE PARKWAY
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

JOB #

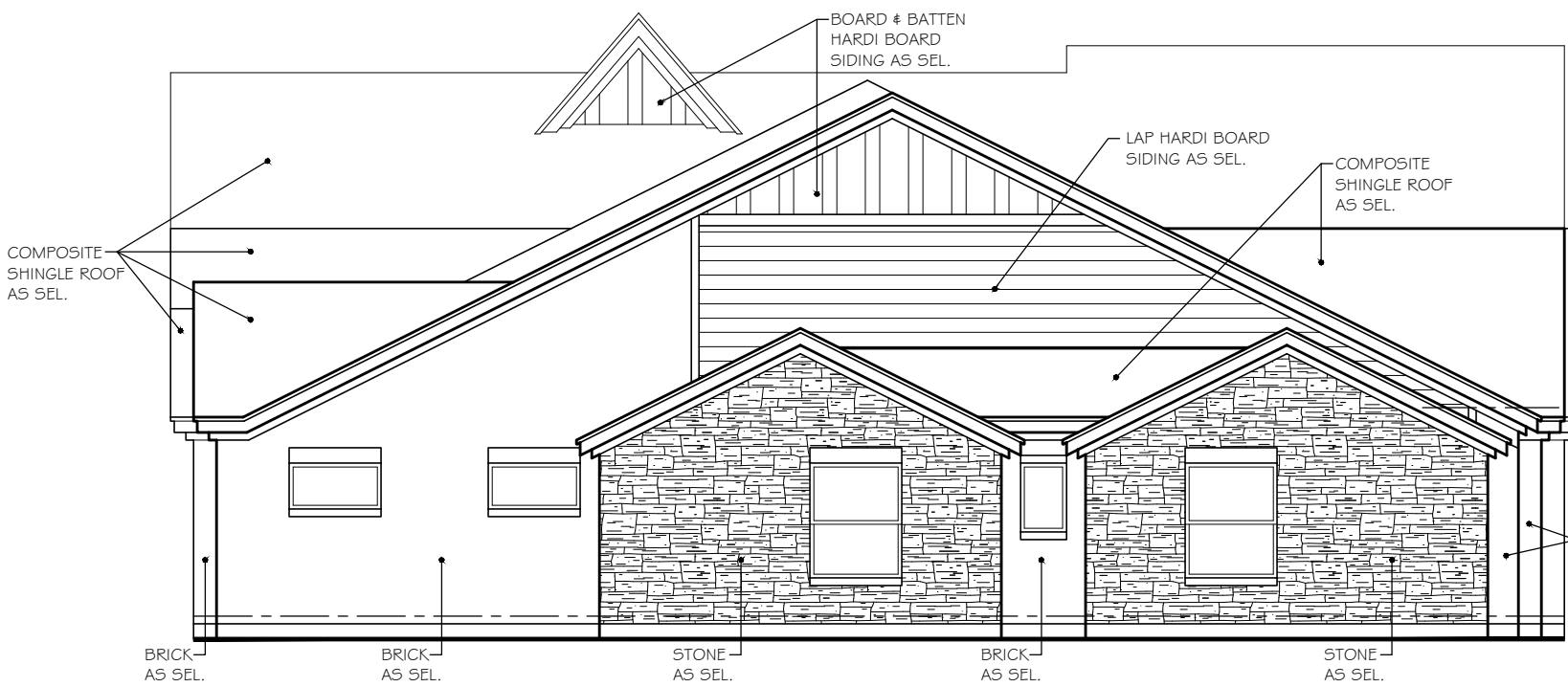
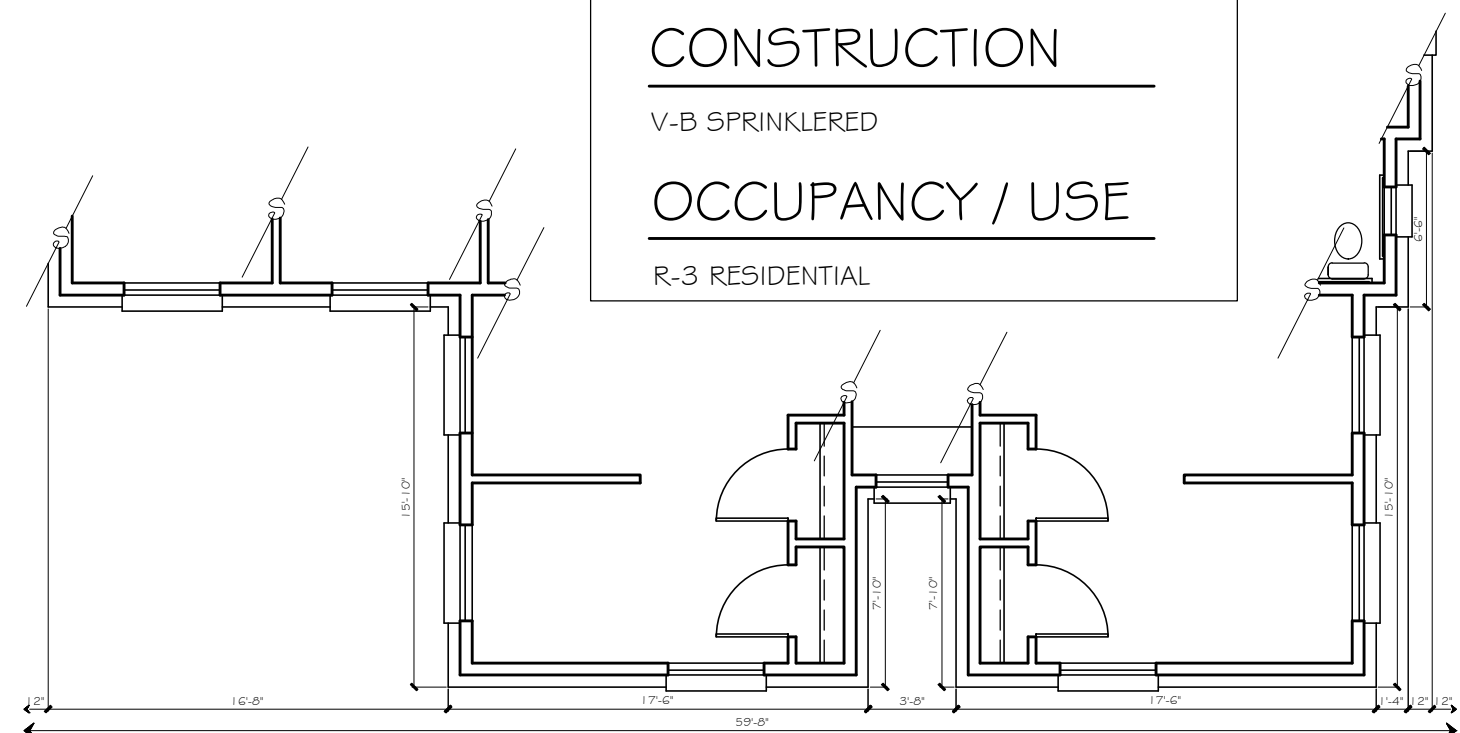
19-062

SHEET

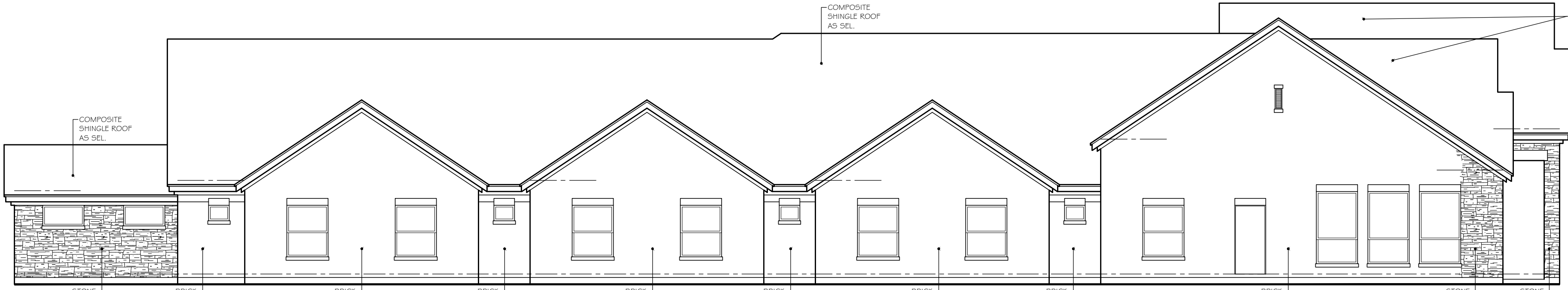
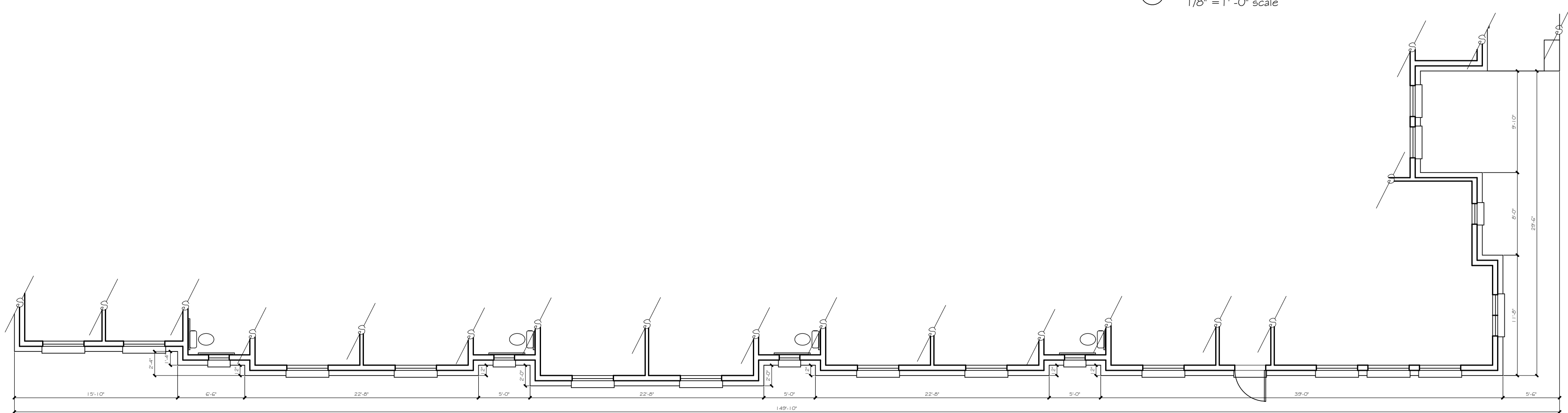
PD6



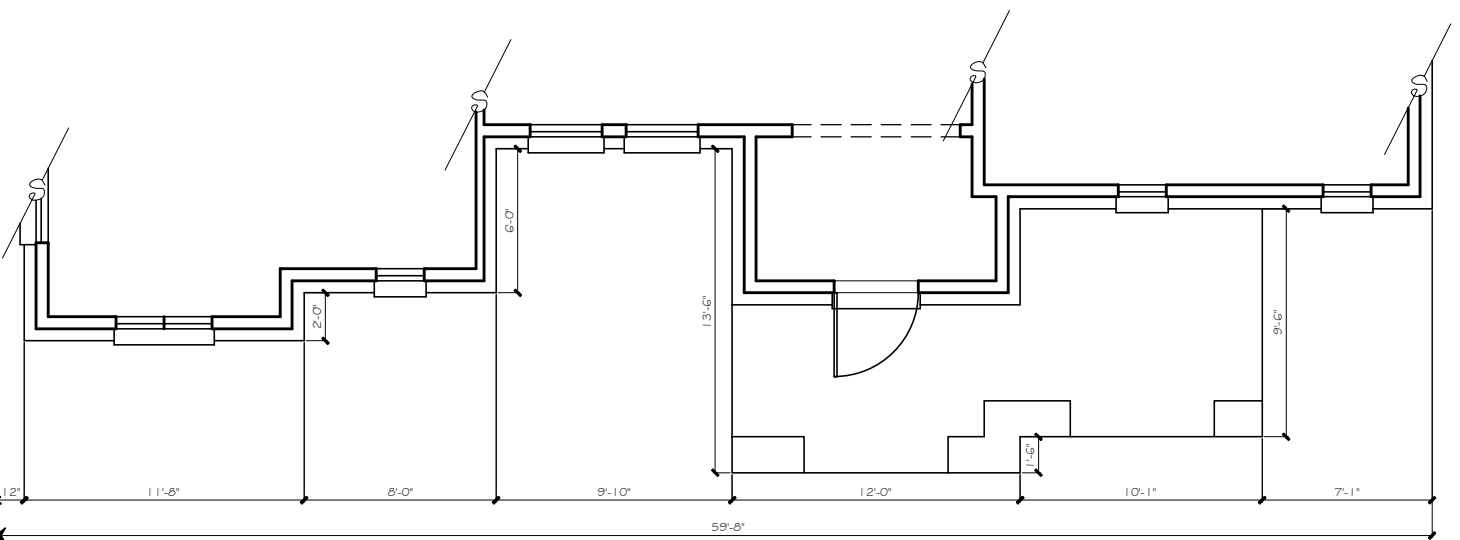
RIGHT (EAST) ELEVATION (TYPE M - B)
1/8" = 1' - 0" scale



REAR (NORTH) ELEVATION (TYPE M - B)
1/8" = 1' - 0" scale



LEFT (WEST) ELEVATION (TYPE M - B)
1/8" = 1' - 0" scale



FRONT (SOUTH) ELEVATION (TYPE M - B)
1/8" = 1' - 0" scale

EXISTING HOUSES IN FLOWER MOUND



THESE ARE NEW HOMES IN SADDLEWOOD ESTATES OFF FM 1171 IN FLOWER MOUND. EACH OF THESE HOUSES HAS SIMILAR CHARACTERISTICS, COLORS, AND MATERIALS TO THE PROPOSED HOUSES FOR MUSTANG CREEK ESTATES. THE FRONT FACADE OF EACH HOUSE WILL BE BETWEEN 59'-8" AND 64'-4", WHICH IS NOT MUCH WIDER THAN A TYPICAL HOUSE. WE WANT PEOPLE TO FEEL AS THOUGH THEY ARE WALKING UP TO THEIR HOME IN A TYPICAL NEIGHBORHOOD IN FLOWER MOUND.

CLAUSE

Cross Timbers Architects assumes no liability for any structure built from these plans. Before construction, the purchaser, builder, or contractor shall verify that the plans comply with all governing codes & ordinances & incorporate site conditions. Only a qualified designer, architect, or structural engineer is permitted to alter these plans. These plans are not to be used for any other project. Architects & are not to be used or reproduced without written permission.

DATE: APRIL 13, 2020

DRAWN BY: H.M.

REVISIONS:

Δ Δ Δ

CROSS

TIMBERS

ARCHITECTS

4315 WINDSOR CENTRE TRAIL, STE # 200
FLOWER MOUND, TEXAS 75028
PHONE: (972) 355-7754

PRELIMINARY

NOT FOR

CONSTRUCTION

A CUSTOM PROJECT FOR:

MUSTANG CREEK ESTATES

COLLEGE PARKWAY

TOWN OF FLOWER MOUND

DENTON COUNTY, TEXAS

JOB #

19-062

SHEET

PD7



4315 Windsor Centre Trail Suite 200
Flower Mound, Texas 75028
(972) 355-7754

Material Sample Board For
Mustang Creek Estates
College Parkway, Flower Mound, Denton County, Texas

COLOR SCHEME #1

Tones: Grays

Composite Shingle Roof:

Charcoal



Gray

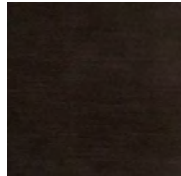


Metal Roof:

Slate Gray



Dark Bronze



Brick:

Acme Alpine or Similar

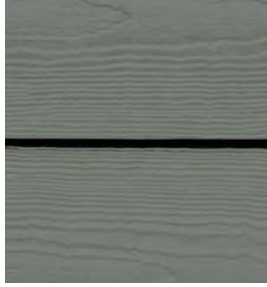


Acme Chicago Southside or Similar



Siding:

HB Gray Slate or Similar



Fascia, Soffits, & Trim:

HB Iron Gray or Similar



HB Artic White or Similar



Metal Awnings & Accents:

SW- 7069 Iron Ore or Similar



Wood Columns, Brackets, & Corbels: to match cedar stain

Windows: Black Brown

Entry Door: Wood Stain to match Dark cedar stain or Similar

Other Doors: Black Brown

COLOR SCHEME #2

Tones: Earth/Neutral

Composite Shingle Roof:

Gray



Weathered

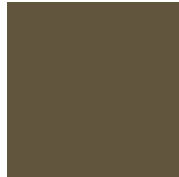


Metal Roof:

Slate Gray



Medium Bronze



Brick:

Acme Rosewood or Similar



Acme El Dorado Falls or Similar



Acme Mark IV or Similar



Tongue & Groove Siding:
Cedar Stain or Similar



Board & Batten Hardi Board Siding:
HB Cobble Stone or Similar



Fascia, Soffits, & Trim:
HB Artic White or Similar



Metal Awnings & Accents:
SW- 7069 Iron Ore or Similar



Wood Columns, Brackets, & Corbels: to match cedar stain
Windows: Black Brown
Entry Door: Wood Stain to match Dark cedar stain or Equivalent
Other Doors: Black Brown

COLOR SCHEME #3

Tones: Earth/Brown

Composite Shingle Roof:

Gray



Weathered



Metal Roof:

Slate Gray



Medium Bronze



Brick:

Acme Mark IV or Similar



Acme Old Francisco or Similar



Stone:

Austin Saw Cut or Similar



Millsap Ledge stone or Similar



Board & Batten Siding:

HB Timber Bark or Similar



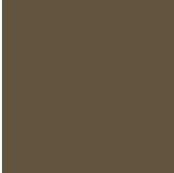
Fascia, Soffits, & Trim:

HB Cobble Stone or Similar



Metal Awnings & Accents:

Medium Bronze or Similar



Wood Columns, Brackets, & Corbels:

HB Cobble Stone or Similar



Windows: Black Brown

Entry Door: Wood Stain to match Dark cedar stain or Equivalent

Other Doors: Black Brown



TOWN COUNCIL AGENDA ITEM NO. 18

REGULAR ITEM

DATE: May 18, 2020

FROM: James Hoefert, Environmental Review Analyst

ITEM: **Public Hearing to consider an application for a tree removal permit for five (5) specimen trees on property proposed for development as Mustang Creek Assisted Living. The property is generally located north of College Parkway, east of Timberland Parkway and south of Locke Drive. (The Environmental Conservation Commission recommended approval to remove four (4) of the eight (8) specimen trees requested for removal by a vote of 5-1-0 at its February 4, 2020, meeting).**

BACKGROUND INFORMATION: According to the tree survey for the project, the site contains twenty-one (21) specimen trees on approximately 9.01 acres. The applicant's initial request was to remove eight (8) specimen trees. The Environmental Conservation Commission (ECC) recommended approval for only four (4) of the eight (8) specimen trees. After the February ECC meeting, the applicant amended their concept plans by adjusting the southern access drive off College Parkway, relocated some parking spaces, and re-routed a stormdrain line to preserve three (3) of the specimen trees previously requested for removal at the ECC meeting. The five (5) specimen trees proposed for removal are all in fair to good condition and are located within the proposed buildable area.

The following five (5) specimen trees are being requested for removal: Tree #8054 – 40" post oak (fair condition); Tree #8117 – 22" post oak; Tree #8119 – 24" post oak; Tree #8178 – 24" cedar elm; and Tree #8199 – 24" post oak.

The Town's tree ordinance requires that specimen trees removed from the site be replaced at a rate of two times their caliper inches. Based on their sizes, 270" of replacement trees, equaling 90 three-inch caliper trees, will be required for the five (5) specimen trees being requested for removal on this site. In addition, protected trees removed from the buildable area will also require replacement at a tree-for-tree rate. The developer is proposing to preserve a significant number of existing protected and specimen trees on the site, so there will be credits available for the preservation of those trees. The final total for any required protected tree mitigation / replacement will be determined with the record plat application – once final engineering has been completed for the project.

This item has companion Master Plan (MPA19-0004) and Zoning amendment (ZPD19-0012) applications for consideration on the same agenda.

BOARD REVIEW/CITIZEN FEEDBACK: This application was considered by the Environmental Conservation Commission (ECC) at its February 4, 2020, meeting. The ECC recommended approval to remove four (4) of the eight (8) specimen trees (Tree #'s 8015, 8054, 8178 and 8199) and a denial to remove the other four (4) specimen trees (Tree #'s 8116, 8117, 8118, and 8119). A link to the ECC meetings can be found at:

<https://tx-flowermound.civicplus.com/index.aspx?NID=969>

As of February 17, 2020, staff received one (1) correspondence in opposition 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
2. Specimen tree removal permit application
3. Photographs of the specimen trees proposed for removal
4. Correspondence in opposition
5. Revised Tree Survey

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



February 18, 2020

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

**RE: *Letter of Intent –Tree Removal Request for Mustang Creek Estates
Flower Mound, TX***

To Whom It May Concern:

The purpose of the tree removal request is to allow for development of the ±9.01-acre tract at the SE corner of College Parkway and Timberland Parkway. The site currently has 21 specimen trees. The development plan for the site calls for 5 of these specimen trees to be removed due to conflicts with proposed building footprints, utilities, and paving improvements. Development of this site is planned to mitigate disturbance and retain the natural landscape. The removal of these trees will allow the commercial development, while maintaining the residential appearance, blending with the adjacent uses.

The overall goal in the development of this site is to preserve the natural features that exist and blend with the surrounding community. We believe the Tree Removal Request establishes this intention and minimizes the impact of the existing features on-site.

Please contact me at (469) 301-2582 or eric.jeske@kimley-horn.com should you have any questions.

Thank you,

KIMLEY-HORN AND ASSOCIATES, INC. (Firm No. F-928)

A handwritten signature in black ink, appearing to read "Eric Jeske".

Eric T. Jeske, P.E.

(License No. 130295)

Attachment 2

Town of Flower Mound
Application for:
TREE REMOVAL PERMIT

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

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

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

Name:

LARRY CLENDENEN

Address:

13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER, SUITE 200
DALLAS, TX 75240

Phone:

(972) 776-1733

Applicant's Legal Interest in the Property:

PROJECT CONSULTANT

2. Property Owner(s)

Name(s): LEWISVILLE INDEPENDENT SCHOOL DISTRICT, CONTACT: DR. KEVIN ROGERS

Address: 1565 W. MAIN STREET

LEWISVILLE, TX 75067

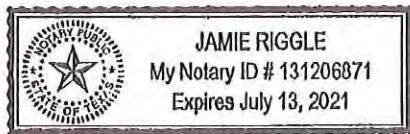
3. Location and Legal Description of Property:

BEING A ±9.007 ACRE TRACT OF LAND IN THE J. WATKINS SURVEY, ABSTRACT NO. 1324
THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

LOCATED AT THE SOUTHEAST CORNER OF COLLEGE PKWY. AND TIMBERLAND PKWY. IN
REMAINDER OF THE LEWISVILLE ISD, VOL. 2371, PG. 830, D.R.D.C.T.

4. Owner's Authorization of Representation

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



Kevin Rogers
Signature of Owner

Given Under My Hand and Seal of Office

This the 21st Day of January, 2020

Jamie Riggle / Jamie Riggle
Notary Public

In and For Denton County, Texas.

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

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

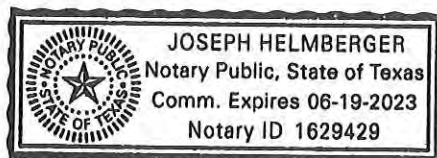
Larry Clendenen

Signature of Applicant

Landscape Architect License No. _____

State of Licensure _____

Or ISA Certified Arborist No. TX-3459A



Given Under My Hand and Seal of Office

This the 23 Day of January, 2020

Joseph Helmsberger
Notary Public

In and For Collin County, Texas

6. Received by Town of Flower Mound on (Date) 1/23/2020 by (initials) JRH.

Mustang Creek Assisted Living -
Specimen trees proposed for removal

Tree #8054 – 40” post oak



Tree #8117 – 22” post oak



Tree #8119 – 24” post oak



Tree #8178 – 24” cedar elm





From: [Emily Chapman](#)
To: [Matthew Woods](#)
Subject: FW: Mustang Creek Assisted Living
Date: Wednesday, February 5, 2020 9:07:51 AM

FYI. This went to ECC last night/this morning.

Thank you,

Emily Chapman
Town of Flower Mound
Environmental Services
Administrative Assistant
Main Line: (972) 874.6340
Direct Line: (972) 874.6338

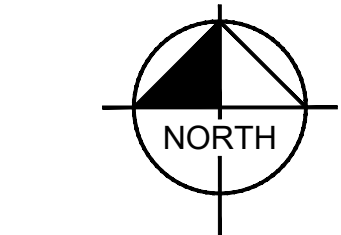
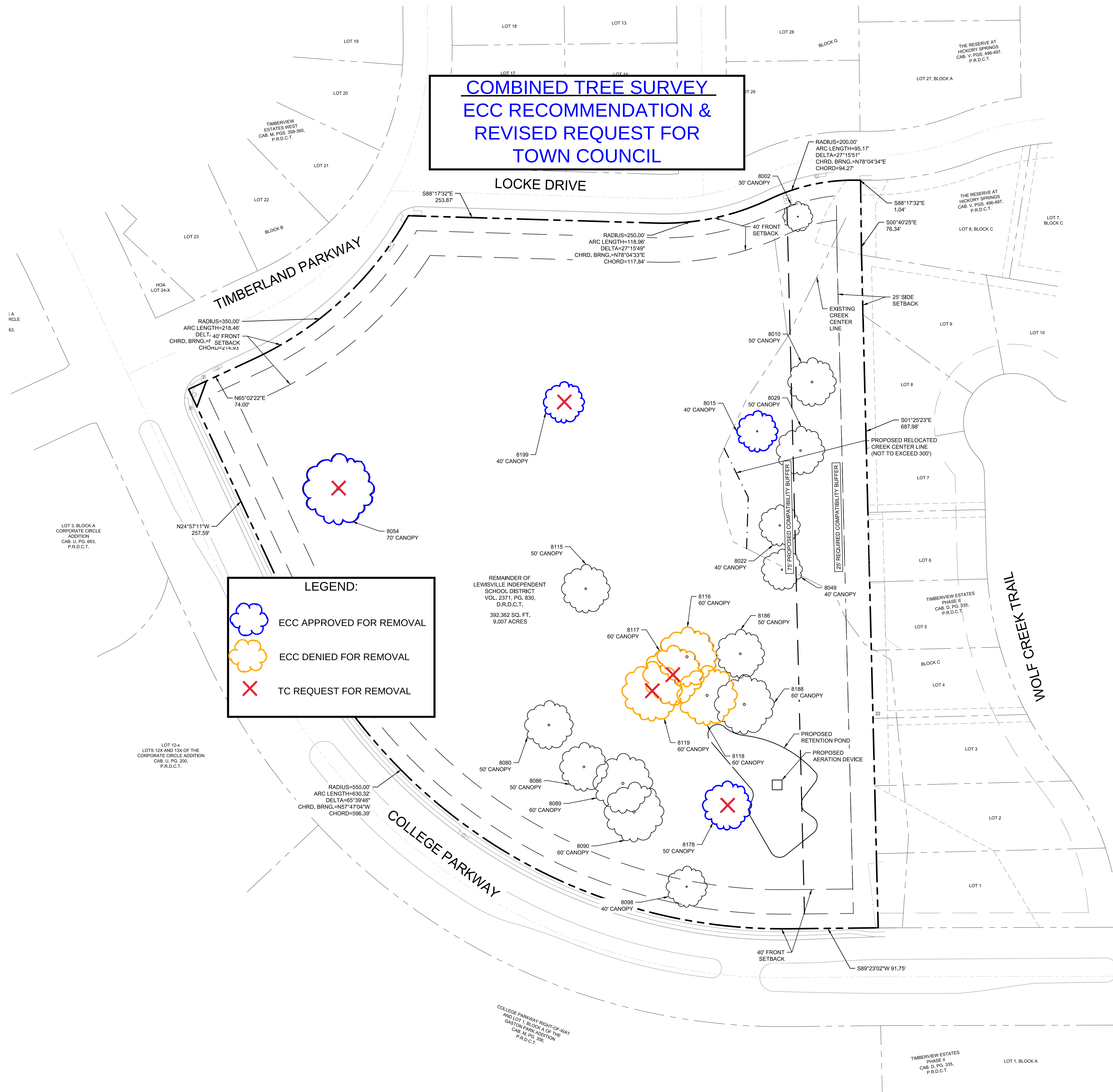
-----Original Message-----

From: Environmental Conservation Commission <ecc@flower-mound.com>
Sent: Tuesday, February 4, 2020 7:46 PM
To: TOFMECC <tofmecc@flower-mound.com>
Subject: FW: Mustang Creek Assisted Living

From: Jim Gerber
Sent: Wednesday, February 5, 2020 1:46:15 AM (UTC+00:00) Monrovia, Reykjavik
To: Environmental Conservation Commission
Subject: Mustang Creek Assisted Living

Thank you for (hopefully) preserving 4 of the 8 specimen trees in this request. I live directly North of this proposed development and have been worried that they might want to remove too many of the Post Oaks on that land. Good work, tonight!

Jim Gerber
5203 Timber Park Dr.



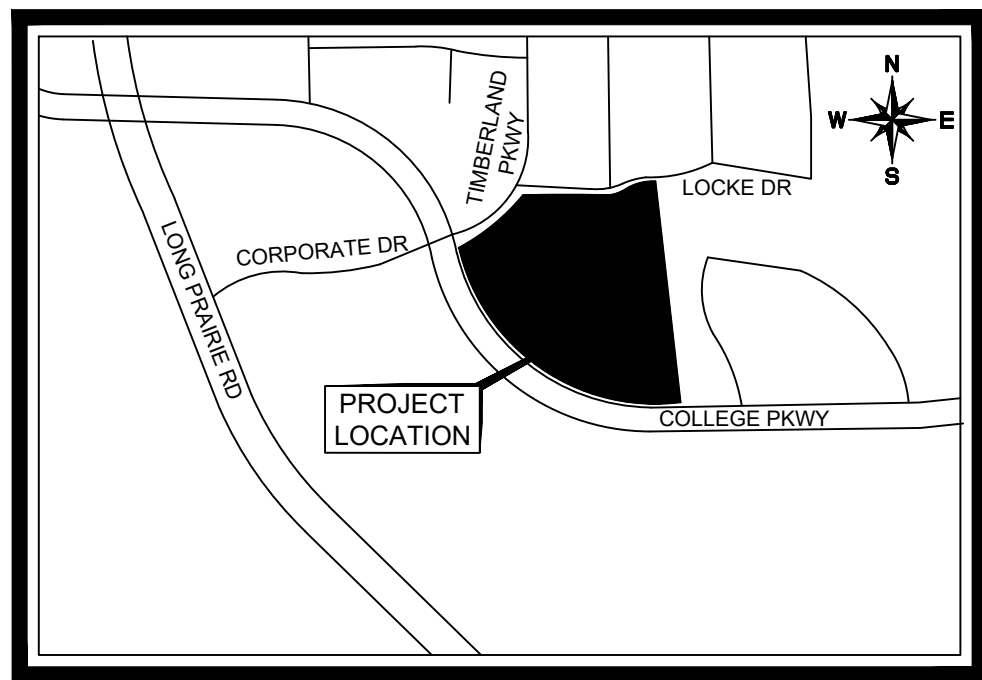
GRAPHIC SCALE IN FEET



0 25 50 100

LEGEND

PROPERTY LINE	
EXISTING TREE TO REMAIN	
EXISTING TREE TO BE REMOVED	
TREE I.D. NUMBER	XXXX
EXISTING SANITARY SEWER MH	
EXISTING STORM MH	
EXISTING FIRE HYDRANT	
EXISTING WATER VALVE	
EXISTING CONTOUR LINE	XXXX



VICINITY MAP
N.T.S.

I, LARRY CLENDENEN, BEING A QUALIFIED PROFESSIONAL AS DEFINED IN THE FLOWER MOUND DEVELOPMENT CODE, ATTEST TO THE IDENTIFICATION AND SIZE OF TREES IDENTIFIED ON THIS SURVEY AND THAT ALL TREES 6" AND GREATER DBH HAVE BEEN SHOWN, EXCEPT AS SPECIFICALLY NOTED OTHERWISE ON THE PLAN.

Larry Clendenen
SIGNATURE

NOTE

1. EXISTING UNDERBRUSH IN 75' COMPATIBILITY BUFFER TO REMAIN.

MUSTANG CREEK ASSISTED LIVING

BEING 9.007 ACRES OUT OF THE
J. WATKINS LAND SURVEY
ABSTRACT NO. 1324
EXISTING ZONING: SINGLE FAMILY OBSOLETE (SFDM)
PLANNED DEVELOPMENT (PD 49)
PROPOSED ZONING: SINGLE FAMILY ESTATE (SF-E) WITH
PD FOR NURSING OR CONGREGATE CARE
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS
SUBMITTED: NOVEMBER 1, 2019

OWNER/APPLICANT:
MUSTANG CREEK ENTERPRISES
5000 LEGACY DRIVE, SUITE 210
PLANO, TEXAS 75024
CONTACT: RENEE RAMSEY
PHONE: (214) 683-5111

ARCHITECT:
CROSS TIMBERS ARCHITECTS
4315 WINDSOR CENTRE TRAIL,
SUITE 200
FLOWER MOUND, TEXAS 75028
CONTACT: JENNIFER ALFORD
PHONE: (972) 355-7754

ENGINEER/SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
260 EAST DAVIS STREET, SUITE 100
MCKINNEY, TEXAS 75070
CONTACT: ERIC T. JESKE, P.E.
PHONE: (469) 301-2582
FIRM NO.: F-928

Kimley»Horn

© 2020 KIMLEY-HORN AND ASSOCIATES, INC.
2680 EAST DAVIS STREET, SUITE 100, MCKINNEY, TX 75069
PHONE: 469-301-2580
WWW.KIMLEY-HORN.COM TX F-928

PHONE: 469-301-2380
WWW.KIMLEY-HORN.COM TX F-928

PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes

Kimley»Horn

Engineer ERIC T. JESKE
P.E. No. 130295 Date FEB 2020

KHA PROJECT
064476304

DATE FEBRUARY 2020

AS SHOWN	SIGNED BY
----------	-----------

AWN BY

CAWN BY

MUSTANG CREEK
ASSISTED LIVING

FLOWER MOUND
A
MI

TREE SURVEY

SHEET NUMBER
EX-4

No.	REVISIONS	DATE	BY
-----	-----------	------	----

TEXAS

FLOWER MOUND

IMAGES
XREFS
LAST SAVED
2/18/2020 5:22 PM
PLOTTED BY
DWG PATH
DWG NAME
TREE SURVEY.DWG. [24 x 36]
CORBETT, BROCK 2/18/2020 5:24 PM
K:\MKN_CIVIL\0647675904-MUSTANG CREEK FLOWER MOUND\CAD\PLANSHEETS
LARRY :
xborder : xsurv : xSite : x3form : xUtil : xHatch

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PROPERTY LINE	
EXISTING TREE TO REMAIN	
EXISTING TREE TO BE REMOVED	
TREE I.D. NUMBER	XXXX
EXISTING SANITARY SEWER MH	
EXISTING STORM MH	
EXISTING FIRE HYDRANT	
EXISTING WATER VALVE	
EXISTING CONTOUR LINE	— — — — XXXX — — — —

A map showing the project location. The map includes the following labels: LONG PRAIRIE RD, CORPORATE DR, TIMBERLAND PKWY, LOCKE DR, COLLEGE PKWY, and PROJECT LOCATION. A black shaded area indicates the project location. A compass rose shows North, South, East, and West.


SIGNATURE
ISA CERTIFIED ARBORIST
ISA CERTIFICATION NUMBER : TX-3

1. EXISTING UNDERBRUSH IN 75' COMPATIBILITY BUFFER TO REMAIN.

1. EXISTING UNDERBRUSH IN 75' COMPATIBILITY BUFFER TO REMAIN.

TRACT 14A-1
BEING 9.007 ACRES OUT OF THE
J. WATKINS LAND SURVEY
ABSTRACT NO. 1324
EXISTING ZONING: SINGLE FAMILY OBSOLETE (SFDM)
PLANNED DEVELOPMENT (PD 49)
PROPOSED ZONING: SINGLE FAMILY ESTATE (SF-E) WITH
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PLANO, TEXAS 75024
CONTACT: RENEE RAMSEY
PHONE: (214) 683-5111

ARCHITECT:
CROSS TIMBERS ARCHITECTS
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Kimley»Horn

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360 EAST DAVIS STREET, SUITE 100, MCKINNEY, TX 75069
PHONE: 469-301-2580
WWW.KIMLEY-HORN.COM TX F-928

PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes

Kimley-Horn

Engineer ERIC T. JESKE
P.E. No. 130295 Date FEB 2020

KHA PROJECT
064476304

DATE FEBRUARY 2020

SALE	AS SHOW
SIGNED BY	

CAWN BY

MUSTANG CREEK
ASSISTED LIVING

TREE SURVEY WITH SITE

SHEET NUMBER
EX-5

No.	REVISIONS	DATE	BY
-----	-----------	------	----

TEXAS

FLOWER MOUND

LARRY :
xborder : xaurv : xSite : xStorm : xUtl : xHatch
2/18/2020 5:22 PM
CORBETT, BROCK 2/18/2020 5:24 PM
M/K/N_CIVIL/06476304-MUSTANG CREEK FLOOD
TREE SURVIVAL.DWG : [24 x 36 (3)]

IMAGES
XREFS
LAST SAVE
PLOTTED
DWG PAT
DWG NAM

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adoption by Kinley-Horn and Associates Inc. shall be without liability to Kinley-Horn and Associates Inc.

TAG #	DBH	COMMON NAME	SCIENTIFIC NAME	CONDITION	MULTIPLE-STEMMED	CANOPY	REMOVED?
8002	29.0	post oak	quercus stellata	Healthy	Single	30 ft	NO
8010	23.5	post oak	quercus stellata	Healthy	Forked	50 ft	NO
8015	22.8	post oak	quercus stellata	Healthy	Single	40 ft	NO
8022	23.3	post oak	quercus stellata	Healthy	Single	40 ft	NO
8029	26.3	post oak	quercus stellata	Healthy	Single	50 ft	NO
8049	23.0	post oak	quercus stellata	Healthy	Single	40 ft	NO
8115	26.5	post oak	quercus stellata	Healthy	Single	50 ft	NO
8116	25.9	post oak	quercus stellata	Healthy	Single	60 ft	NO
8117	22.5	post oak	quercus stellata	Healthy	Single	60 ft	YES
8118	24.8	post oak	quercus stellata	Healthy	Single	60 ft	NO
8119	22.3	post oak	quercus stellata	Healthy	Single	60 ft	YES
8186	23.3	post oak	quercus stellata	Healthy	Single	50 ft	NO
8188	26.2	post oak	quercus stellata	Healthy	Single	60 ft	NO
8054	40.0	post oak	quercus stellata	Healthy	Single	70 ft	YES
8080	26.5	post oak	quercus stellata	Healthy	Single	50 ft	NO
8086	22.2	post oak	quercus stellata	Healthy	Single	50 ft	NO
8089	28.0	post oak	quercus stellata	Healthy	Single	60 ft	NO
8090	22.4	post oak	quercus stellata	Healthy	Single	60 ft	NO
8089	22.8	post oak	quercus stellata	Healthy	Single	40 ft	NO
8199	24.5	post oak	quercus stellata	Healthy	Forked	40 ft	YES
8178	24.2	cedar elm	ulmus crassifolia	Healthy	Single	50 ft	YES

MUSTANG CREEK ASSISTED LIVING
TRACT 14A-1
BEING 9.007 ACRES OUT OF THE
J. WATKINS LAND SURVEY
ABSTRACT NO. 1324
EXISTING ZONING: SINGLE FAMILY OBSOLETE (SFDM)
PLANNED DEVELOPMENT (PD 49)
PROPOSED ZONING: SINGLE FAMILY ESTATE (SF-E) WITH
PD FOR NURSING OR CONGREGATE CARE
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS
SUBMITTED: NOVEMBER 1, 2019

OWNER/APPLICANT: MUSTANG CREEK ENTERPRISES 5000 LEGACY DRIVE, SUITE 210 PLANO, TEXAS 75024 CONTACT: RENE RAMSEY PHONE: (214) 683-5111	ARCHITECT: CROSS TIMBERS ARCHITECTS 4319 WINDSOR CENTRE TRAIL, SUITE 100 FLOWER MOUND, TEXAS 75028 CONTACT: JENNIFER ALFORD PHONE: (972) 355-7754	ENGINEER/SURVEYOR: KIMLEY-HORN AND ASSOCIATES, INC. 260 EAST DAVIS STREET, SUITE 100 SCENNEY, TEXAS 75070 CONTACT: ERIC T. JESKE, P.E. PHONE: (469) 301-2582 FIRM NO.: F-928
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L LARRY CLENDENEN, BEING A QUALIFIED PROFESSIONAL AS DEFINED IN THE FLOWER MOUND TOWN DEVELOPMENT CODE, ATTEST TO THE IDENTIFICATION AND SIZE OF TREES IDENTIFIED ON THIS SURVEY AND THAT ALL TREES 6" AND GREATER DBH HAVE BEEN SHOWN, EXCEPT AS SPECIFICALLY NOTED OTHERWISE ON THE PLAN.

Larry Clendenen 01/29/2020 (972) 776-1733
DATE PHONE

CERTIFIED ARBORIST
CERTIFICATION NUMBER : TX-3459A

I, LARRY CLENDENEN, BEING A QUALIFIED PROFESSIONAL AS DEFINED IN THE FLOWER MOUND DEVELOPMENT CODE, ATTEST TO THE IDENTIFICATION AND SIZE OF TREES IDENTIFIED ON THIS SURVEY AND THAT ALL TREES 6" AND GREATER DBH HAVE BEEN SHOWN, EXCEPT AS SPECIFICALLY NOTED OTHERWISE ON THE PLAN.

SHEET NUMBER
EX-6

MUSTANG CREEK
ASSISTED LIVING

FLOWER MOUND

TEXAS

KHA PROJECT 064476304	DATE FEBRUARY 2022	SCALE AS SHOWN	DESIGNED BY	DRAWN BY	CHECKED BY
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The logo for Kimley-Horn is displayed. Above the company name is a rectangular stamp with the word 'PRELIMINARY' in bold, capital letters. Below the stamp, the text 'FOR REVIEW ONLY' and 'Not for construction or permit purposes.' is printed. The company name 'Kimley-Horn' is in a large, bold, sans-serif font, with a stylized double arrow pointing right between the two words. Below the name, the text 'Engineer ERIC T. JESKE' is printed, followed by 'P.E. No. 130295' and 'Date FEB 2020'.

Kimley»Horn
© 2020 KIMLEY-HORN AND ASSOCIATES, INC.
260 EAST DAVIS STREET, SUITE 100, MCKINNEY, TX 75069
PHONE: 469-301-2580
WWW.KIMLEY-HORN.COM TX F-928

REVISIONS

No

BY

Town Council Future Agenda Items



SCHEDULED	5/21/2020	Consent	Consider approval of the minutes from a regular meeting of the Town Council held on May 18, 2020.
		Work Session	Discuss and receive direction on regulating Short-term rentals.
	6/1/2020	Consent	Consider approval of a Merchant Card Services Agreement and Merchant Application with Global Payments Direct, Inc. and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Annual Chlorine Chemical Contract
		Consent	Consider approval of Change Order No. 1 for the FM2499 12-Inch Water Line Phase I (Dixon to South of FM1171) project, amending the contract with GRod Construction, LLC, to provide for an increase to the contract in the amount of \$91,509.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of the award of Bid No. 2020-85-A Street Sweeping Services to Mister Sweeper, LP and to establish an annual unit bid price contract for street sweeping services in an annual estimated amount of \$47,000.00; 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.
		Regular	Public Hearing to consider an ordinance amending the Land Development Regulations (LDR19-0010 – Platting Updates) by amending Chapter 74 entitled "General Provisions", Chapter 78 entitled "Administration" and Chapter 90 entitled "Subdivisions" of the Town's Code of Ordinances to create a process for assessing project completeness and associated vested rights, as well as project expiration dates, and to clarify review and approval processes for development plans and plats, in compliance with new state regulations. (The Planning and Zoning Commission recommended approval/denial by a vote of 6 to 0 at its May 11, 2020, meeting.)
	6/15/2020	Consent	Morriss Road 20-Inch Water Line (Forest Vista to Lake Bluff) CO1
		Consent	Upper Timber Creek Interceptor - CO1
		Consent	Consider approval of the purchase of Monoclor RCS Disinfectant Residual Management services from UGSI Solutions, Inc., a sole source provider, for work associated with the Bruton-Orand Chlorination System project, in the amount of \$173,200.00; and authorization for the Mayor to execute on behalf of the Town.
		Consent	SOQ 4 Firm Selections Awards - Design Eng - Testing - Subsurface - Property Appraisal
		Consent	High Road Water Line Phase III - Testing Award

SCHEDULED	6/15/2020	Consent	Consider approval of a Contract for Services with Path Studio, to paint a mural at the Gerault Park playground, and authorization for the Mayor to execute same on behalf of the Town.
		Regular	Public Hearing to consider a request for a Master Plan Amendment (MPA19-0005 – Grace Park) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Low Density Uses to Medium Density Uses. The property is generally located south of Cross Timbers Road and east of Regency Park Court. (The Planning and Zoning Commission recommended approval/denial by a vote of 0 to 0 at its June 8, 2020, meeting.)
		Regular	Public Hearing to consider an ordinance granting Specific Use Permit No. 462 (SUP20-0004 - Mueller Accessory Dwelling) to permit an accessory dwelling. The property is generally located south of Bay Park Court and east of Bayshore Drive. (The Planning and Zoning Commission recommended approval/denial by a vote of 0 to 0 at its June 8, 2020, meeting.)
		Regular	Public Hearing to consider a request for rezoning (ZPD19-0013 – Grace Park) from Agricultural District (A) to Planned Development District No. 177 (PD-177) with Single-Family District-10 (SF-10) uses, with certain exceptions, waivers and modifications to the Code of Ordinances. The property is generally located south of Cross Timbers Road and east of Regency Park Court. (The Planning and Zoning Commission recommended approval/denial by a vote of 0 to 0 at its June 8, 2020, meeting.)
		Regular	High Road Water Line Phase III - Construction Award
		Regular	Consider approval of an ordinance authorizing the issuance of the Town of Flower Mound, Texas, Certificates of Obligation, Series 2020, establishing parameters for the sale and issuance of such bonds, delegating certain matters to an authorized official of the Town and resolving all matters incident and related thereto.
		Regular	Consider approval of an ordinance authorizing the issuance of the Town of Flower Mound, Texas, General Obligation Refunding Bonds, Series 2020, establishing parameters for the sale and issuance of such bonds, delegating certain matters to an authorized official of the Town and resolving all matters incident and related thereto.
7/20/2020	Consent	FM 2499 at Waketon Intersection Improvements - Testing Award	
	Consent		
	Regular	FM 2499 at Waketon Intersection Improvements - Construction Award	
8/3/2020	Consent	PLACEHOLDER: Updates to calling November General Election	
	Consent	Timber Creek Water Line Replacement Phase I - Construction Award	
	Consent	Timber Creek Water Line Replacement Phase I - Testing Award	

SCHEDULED	8/3/2020	Consent	Canyon Falls Park - Testing Award
	9/21/2020	Consent	Hound Mound Parking and Restroom - Construction Award