

AGENDA

FLOWER MOUND TOWN COUNCIL REGULAR MEETING

11/15/2021

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

6:00 P.M.

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

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

A. CALL MEETING TO ORDER

B. INVOCATION

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

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

D. PUBLIC COMMENT

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

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

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

E. PRESENTATIONS

1. Small Business Saturday (November 27, 2021) Proclamation
2. Denton County Transportation Authority (DCTA) Presentation on GoZone on-demand rideshare services
3. Animal Services Board update

F. ANNOUNCEMENTS

1. Announcements from the mayor and council members

G. TOWN MANAGER'S REPORT

Update and discussion on:

1. Capital Improvement projects
2. Economic Development projects
3. Communication Awards
4. Online Ordinances and Special Use Permits

H. FUTURE AGENDA ITEMS

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

I. COORDINATION OF CALENDARS

1. A work session is scheduled for Thursday, November 18.
2. A regular meeting is scheduled for Monday, December 6.

J. CONSENT ITEMS

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

1. Minutes 11/1- Consider approval of the minutes from a regular meeting of the Town Council held on November 1, 2021.
2. 2021-2022 Strategic Plan- Consider adoption of the Town Council Strategic Plan for Fiscal Year 2021-2022.
3. Computer Replacement Program- Consider approval for the purchase and roll out service of desktop and laptop computers, ruggedized laptop computers and peripherals from Dell, in the amount of \$160,275.19.
4. AT&T Site Rental- Consider approval of a Third Amendment to a Tower-Ground Lease Agreement with AT&T located at 3810 Bruton Orand Road.
5. DOJ 2021 Bulletproof Vest Grant- Consider approval of a resolution accepting grant funds from the Department of Justice's Office of Justice Programs for the purchase of bulletproof vests for the Police Department as part of the FY 2021 Bulletproof Vest Partnership.
6. Firefighter Turnout Gear- Consider approval of the purchase of fifty sets of bunker gear and gear cleaner from NAFECO, Inc. through BuyBoard Purchasing Contract No. 603-20 in the total amount of \$162,733.36 and authorization for the Mayor to approve same on behalf of the Town.
7. Axon Body Worn Cameras- Consider approval of the purchase from Axon Enterprise, Inc., for the acquisition of Axon body worn cameras, related hardware, and licensing; and authorization for the Mayor to execute same on behalf of the Town.
8. Screen Wall Repair- Consider approval of the purchase of Screening Wall Repair Services from Aber Fence and Supply Company, in the amount of \$146,536.00.
9. Purchase Fitness Equip. -Heritage Park- Consider approval of the purchase of outdoor fitness equipment from MoveStrong Functional Training Equipment, LLC, for the Heritage Park Improvements project, in the amount of \$74,576.93; and authorization for the Mayor to execute same on behalf of the Town.
10. Install Fitness Equip. -Heritage Park- Consider approval of the installation of the MoveStrong Functional Training Equipment and synthetic turf surfacing for the Heritage Park Improvement project, from Child's Play, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$82,688.00.

11. FM1171 @ FM2499 Turn Lane Amendment- Consider approval of the First Amendment to Professional Services Agreement for the FM1171 at FM2499 Westbound Right Turn Lane project, amending the agreement with Kimley-Horn and Associates, Inc., for an increase of \$47,400.00, and authorization for the Mayor to execute same on behalf of the Town.
12. Lift Station Ph III Design Amend 1- Consider approval of the First Amendment to Professional Services Agreement for the Lift Station Improvements and Decommissioning Phase III project, amending the agreement with Plummer, Inc., for an increase of \$198,500.00, and authorization for the Mayor to execute same on behalf of the Town.

K. REGULAR ITEMS

13. MPA21-0006 Spinks Road Tract- Public Hearing to consider an ordinance amending the Master Plan (MPA21-0006 – Spinks Road Tract) to amend Section 1.0, Land Use Plan, of the Master Plan, and Section 2.0 Area Plans, of the Master Plan, to change the current land use designation from Estate Residential and Lakeside Business District with Campus Commercial uses to Low Density Residential uses. The property is generally located east of Long Prairie Road and north of Spinks Road. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its September 27, 2021, meeting.) (The Town Council postponed this item by a vote of 5 to 0 at its October 4, 2021, meeting.)
14. ZPD21-0004 Spinks Road Tract- Public Hearing to consider an ordinance for rezoning (ZPD21-0004 – Spinks Road Tract) from Agricultural District uses to Planned Development District No. 182 (PD-182) with Single Family District-15 uses and with certain exceptions and modifications to the Code of Ordinances, including but not limited to an exception to 'Underground Utilities' pursuant to Section 82-377, Exceptions, and an exception to 'Depth' pursuant to Section 90-272, Lot depth, lines, and frontage. The property is generally located east of Long Prairie Road and north of Spinks Road. (The Planning and Zoning Commission recommended approval of alternate Option C {not included in the packet} by a vote of 6 to 0 at its September 27, 2021, meeting.) (The Town Council postponed this item by a vote of 5 to 0 at its October 4, 2021, meeting.)
15. DP21-0001 Estuary Pointe- Consider a request for a Development Plan (DP21-0001 – Estuary Pointe) to develop a residential subdivision. The property is generally located south of Meadow Lark and east of Deer Path. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its November 8, 2021, meeting.)
16. Z21-0003 Dixon Park- Public Hearing to consider an ordinance amending the zoning (Z21-0003- Dixon Park) from Agricultural District (A) uses to Single Family District-15 (SF-15) uses. The property is generally located south of Dixon Lane and east of Windridge Lane. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its November 8, 2021, meeting.)
17. DP21-0004 Dixon Park- Consider a request for a Development Plan (DP21-0004 – Dixon Park) to develop a residential subdivision. The property is generally located south of Dixon Lane and east of Windridge Lane. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its November 8, 2021, meeting.)

18. TRP21-0026 Dixon Park- Public Hearing to consider an application for a tree removal permit (TRP21-0026) for fourteen (14) specimen trees on property proposed for development as Dixon Park. The property is generally located west of Morriss Road and south of Dixon Lane. (The Environmental Conservation Commission motion to approve the requested tree removal permit failed by a vote of 1 - 5, at its November 2, 2021, meeting.)
19. Z21-0004 Sethi Property-Waketon Rd- Public Hearing to consider an ordinance amending the zoning (Z21-0004 - Sethi Property – Waketon Road) from Agricultural District (A) uses to Single Family District-15 (SF-15) uses. The property is generally located North of Waketon Road and east of Timber Way. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its November 8, 2021, meeting.)
20. Z21-0006 Caldwell Court- Public Hearing to consider an ordinance amending the zoning (Z21-0006 – Caldwell Court) from Agricultural District (A) to Single Family District-10 (SF-10). The property is generally located east of Morriss Road and north of Cortadera Street. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its November 8, 2021, meeting.)
21. Townwide Residential Speed Limit- 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 limit of streets within the Town of Flower Mound to 25 mph. (The Transportation Commission recommended approval by a vote of 5 to 1 at its October 13, 2020, meeting).
22. Residential 30 mph Option- Consider approval of a resolution amending Resolution 12-10 by repealing the policy on implementing reduced speed limits on certain residential streets and adopting a new policy implementing increased speed limits on certain residential streets. (The Transportation Commission recommended approval by a vote of 5 to 1 at its October 13, 2020, meeting).
23. Economic Incentive Policy Update- Public Hearing to consider approval of a resolution adopting an Economic Development Incentive Policy for the Town of Flower Mound, and providing for an effective date.

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

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

M. CLOSED MEETING

The Town Council to convene into closed meeting pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087 for consultation with attorney, and to discuss matters relating to real property, personnel, and economic development negotiations, as follows:

- a. Consultation with Attorney.
 1. Request for Public Information Ruling

2. 2006 Rule 11 agreement and dismissal, Cause No. 2005-20153-158 and Flower Mound Ranch Development Applications
 3. Cause No. 18-9622-431; EagleRidge Operating, LLC v Town of Flower Mound, Texas, et al
- 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 resignations, appointments, or evaluations for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, Community Development Corporation, and Planning and Zoning Commission.
 - d. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, hospitality projects, and performance related to certain incentive agreements.

The Town Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the Town Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the above referenced items.

N. RECONVENE TO REGULAR MEETING

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

O. ADJOURN MEETING

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Flower Mound, Texas, in a place convenient and readily accessible to the general public at all times and said Notice was also posted on the Town's website in accordance with GC Section 551.056 on the following date and time: November 12, 2021, at 3:45 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: November 15, 2021

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council held on November 1, 2021.

BACKGROUND INFORMATION: The Town Council held a regular meeting on November 1, 2021.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes 11/1

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

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 1st DAY OF NOVEMBER 2021, IN THE FLOWER MOUND TOWN HALL, LOCATED AT 2121 CROSS TIMBERS ROAD IN THE TOWN OF FLOWER MOUND, COUNTY OF DENTON, TEXAS AT 6:00 P.M.

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

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

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

with the following member absent:

Ben Bumgarner	Mayor Pro Tem
---------------	---------------

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

Theresa Scott	Town Secretary
Bryn Meredith	Town Attorney
Tommy Dalton	Interim Town Manager
Tiffany Bruce	Assistant Town Manager/Town Engineer
Lexin Murphy	Director of Planning Services

A. CALL REGULAR MEETING TO ORDER

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

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

Chaplain Richard Plunk gave the invocation and Cub Scout Pack 256 led the pledges.

D. PUBLIC COMMENT

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

	Speaker names and address	Subject (as written on the form)
1.	Paul Stone, 4100 Broadway	Compliments

E. PRESENTATIONS

1. Presentation of the National Night Out block party winners on behalf of the Flower Mound Police Dept.

Officers Augenstine and Rachal reported on the National Night Out block party and presented awards to the winning neighborhoods.

2. Proclamation to designate November as Arts Month in Flower Mound

Mayor France recited the Proclamation and presented it to Cultural Arts Commission chair, Ron Miller.

3. Cultural Arts Commission (CAC) report

Mayor France provided background information on the purpose of the Cultural Arts Commission report. Ron Miller, Chair of the CAC, gave a presentation identifying or noting:

- Background information about the CAC
- Cultural Arts Master Plan
- One-Time Projects
- Recurring/ongoing projects
- Monthly articles highlighting art and artists in Flower Mound
- Town website presence
- Annual cultural arts grant requests
- Library metrics review

F. ANNOUNCEMENTS

Councilmember Martin offered congratulations to everyone celebrating Diwali. She also announced that registration is now open for the Flower Mound Citizens Academy.

Councilmember Schiestel reported on the Veterans Day Ceremony on November 7 and the Veterans Relay Run on November 11.

Councilmember Engel extended thanks to Mr. Childers for accepting the Town's offer to be the new Town Manager.

Deputy Mayor Pro Tem Sharma announced the Dorothy's Dash event on November 13.

Mayor France announced its "No Shave November" and he's supporting the Pediatric Brain Cancer Center. He also announced details about the Shop Local campaign.

G. TOWN MANAGER'S REPORT

1. Introduction of new Town Manager James Childers

Mayor France introduced James and he offered comments.

2. Capital improvement projects (CIP)

Mr. Dalton reported on the following CIP projects:

- Wastewater Treatment Plant Phase 5 improvements

3. Economic Development projects

Mr. Dalton reported on now open or coming soon businesses.

H. FUTURE AGENDA ITEMS

No future agenda item request.

I. COORDINATION OF CALENDARS

Mayor France announced the following meeting dates and confirmed members of Council will be in attendance:

1. A regular meeting is scheduled for Monday, November 15.
2. A work session is scheduled for Thursday, November 18.

J. CONSENT ITEMS

1. Consider approval of the minutes from a special meeting of the Town Council held on October 15; a regular meeting of the Town Council held on October 18; and a special meeting of the Town Council held on October 25, 2021.
2. Consider approval of a Resolution authorizing the Town Manager to execute global opioid settlement documents, and adopting the Texas term sheet.

RESOLUTION NO. 27-21**A RESOLUTION AUTHORIZING THE TOWN MANAGER TO EXECUTE GLOBAL OPIOID SETTLEMENT DOCUMENTS AND ADOPTING THE TEXAS TERM SHEET.**

3. Consider approval of the purchase of amenities for the Rheudasil Park Improvements project, from Paul E. Allen Company, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$67,242.00.
4. Consider approval of Change Order No. 2 to J.B. & Co., LLC. for the Hound Mound Parking Lot and Restroom project, in the amount of \$37,998.60; and authorization for the Mayor to execute same on behalf of the Town.
5. Consider approval of Amendment No. 1 to the Fiscal Year 2021-2022 Capital Improvement Program.
6. Consider approval of an agreement with Denton County Emergency Services District No. 1 to provide fire suppression, emergency medical services, hazardous materials response and other emergency and non-emergency services to citizens located in designated areas of the District and the Town and authorization for the Mayor to execute same on behalf of the Town.
7. Item 7 moved from consent to regular items.

Deputy Mayor Pro Tem Sharma moved to approve by consent Items 1 – 6, as presented in the agenda caption. Councilmember Schiestel 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: SCHIESTEL, SHARMA, ENGEL, MARTIN****NAYS: NONE****ABSENT: BUMGARNER****K. REGULAR ITEMS**

7. Consider approval of an amended Professional Services Agreement with WSB & Associates, Inc., to provide consultant services regarding mixed-use developments; and authorization for the Mayor to execute same on behalf of the Town after approval of the contract terms by the Town Attorney.

Deputy Mayor Pro Tem Sharma pointed out that he would like the contract language to include “no current conflicts” as well as future conflicts.

Mr. Dalton pointed out the contractor is acceptable to that.

Deputy Mayor Pro Tem Sharma moved to approve Item 7 as amended. Councilmember Schiestel seconded the motion.

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

Mayor France opened items 8 and 9 at the same time.

8. Public Hearing to consider an ordinance for a Master Plan Amendment (MPA21-0005 - Silveron Flower Mound Duke) to amend Section 1.0, Land Use Plan and Section 2.0, Area Plans, of the Master Plan by changing the current land use designation within the Lakeside Business District Area Plan from Campus Commercial uses to Campus Industrial uses. The property is generally located north of International Parkway and east of Silveron Boulevard. (On July 12, 2021, the Planning and Zoning (P & Z) Commission tabled this item to July 26, 2021 - vote of 6 to 0. On July 26, 2021, P & Z tabled this item to August 9, 2021 - vote of 5 to 0. On August 9, 2021, P & Z tabled this item to August 30, 2021 - vote of 5 to 0. On August 30, 2021 P & Z recommended approval by a vote of 5 to 1.) (On October 4, 2021, the Town Council moved to approve as presented; the motion failed by a vote of 3 to 2 as Master Plan Amendments require a super majority vote.)
9. Public Hearing to consider an ordinance amending the zoning (ZPD21-0003 - Silveron Flower Mound Duke) from Planned Development District No. 31 (PD-31) with Campus Commercial District (CC) uses to Planned Development District No.181 (PD-181) with Campus Industrial District (CI) uses, with certain waivers, exceptions and modifications to the Code of Ordinances including but not limited to an exception to Section 98-147, “Topographical Slope Protection”, and an exception to Section 82-302, Compatibility buffer. The property is generally located north of International Parkway and east of Silveron Boulevard. (On July 12, 2021, the Planning & Zoning (P&Z) Commission tabled this item to July 26, 2021-vote of 6 to 0. On July 26, 2021, P & Z tabled this item to August 9, 2021-vote of 5 to 0. On August 9, 2021, P & Z tabled this item to August 30, 2021-vote of 5 to 0. On August 30, 2021, P & Z recommended approval by a vote of 5 to 1.) (On October 4, 2021, the Town Council moved to deny this item on the basis of inconsistency with the Master Plan [MPA21-0005]. The motion passed by a vote of 4 to 1.)

Staff Presentation

Ms. Murphy provided background information on both items and noted that Councilmember Schiestel requested the item come back for reconsideration.

Councilmember Schiestel outlined the reasons why he requested the item to come back for reconsideration.

Applicant Presentation

Matt Hymann, Duke

Mr. Hymann pointed out what they would be willing to do should this item be brought forward for reconsideration.

Mayor France noted that the Public Hearing for this item has already been held.

Councilmember Schiestel moved to reconsider item 8 and remand it back to the Planning & Zoning Commission. Councilmember Engel seconded the motion.

VOTE ON MOTION:

AYES: SCHIESTEL, SHARMA, ENGEL, MARTIN

NAYS: NONE

ABSENT: BUMGARNER

Motion passed

Councilmember Schiestel moved to reconsider item 9 and remand it back to the Planning & Zoning Commission. Councilmember Engel seconded the motion.

VOTE ON MOTION:

AYES: MARTIN, ENGEL, SHARMA, SCHIESTEL

NAYS: NONE

ABSENT: BUMGARNER

Motion passed

10. Public Hearing to consider a Site Plan (SP21-0004 – Dutch Bros Coffee) to develop a fast food restaurant with a drive through window, with an exception to the Architectural Standards of the Town's Urban Design Plan for meritorious design, a waiver to Architectural Standards in the Town's Urban Design Plan for roof pitch, and an exception to 'Underground Utilities' pursuant to Section 82-377, "Exceptions," of the Code of Ordinances. The property is generally located south of Justin Road and west of Stone Hill Farms Parkway. (The Planning & Zoning Commission recommended approval without exceptions by a vote of 6 to 0 at its October 11, 2021, meeting.)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- General and detailed location
- Land use and zoning
- Site plan
- Site photos
- Exceptions requested

- o Meritorious design (colors, roof pitch)
- o Underground utilities
- Landscape plan
- Proposed elevations
- Proposed colors

and she or Mr. Meredith responded to questions from Council:

- Clarification regarding the exceptions
- What would change if the meritorious design was not approved
- If the pitched roof falls under meritorious design

Applicant Presentation

Gene Colley, Embree Development Group

Mr. Colley responded to questions from Council regarding:

- Why the exceptions are needed

There was Council Discussion regarding:

- Thoughts as it relates to each of the exception requests
- Landscape plan and types of trees
- Degree of separation to the adjacent building

Mayor France opened the Public Hearing at 7:05 p.m. No one spoke. Mayor France closed the Public Hearing at 7:05 p.m.

Motion #1

Councilmember Engel moved to approve as presented. Motion failed due to lack of a second.

Motion #2

Councilmember Schiestel moved to approve as presented; however, with a denial of the meritorious design exception, and more specifically for the proposed blue color.

Councilmember Schiestel withdrew the above motion.

Motion #3

Councilmember Schiestel moved to approve item 10, excluding the blue. Motion failed due to lack of a second.

Motion #4

Deputy Mayor Pro Tem Sharma moved to approve item 10, excluding all exceptions other than the underground utilities exception. Councilmember Schiestel seconded the motion.

VOTE ON MOTION:

AYES: SCHIESTEL, SHARMA

NAYS: ENGEL, MARTIN, FRANCE

ABSENT: BUMGARNER

Motion failed

Administrative Note: Mayor votes in the event of a tie.

Motion #5

Councilmember Engel moved to approve as presented. Councilmember Martin seconded the motion.

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

Administrative Note: Mayor votes in the event of a tie.

11. Public Hearing to consider a request for a Site Plan (SP21-0006 – Loreto House) to develop an office building with an exception to 'Underground Utilities' pursuant to Section 82-377, "Exceptions," of the Code of Ordinances. The property is generally located southwest corner of Morriss Road and Acropolis Drive. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its October 25, 2021, meeting.)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- General and detailed location
- Land use and zoning
- Site photos
- Exception request
- Site plan
- Landscape plan
- Elevations

Applicant Presentation

Randy Bolig, President of Loreto House

Mr. Bolig provided background information about Loreto House.

Mayor France opened the Public Hearing at 7:48 p.m. No one spoke. Mayor France closed the Public Hearing at 7:48 p.m.

Council discussion

There was Council discussion regarding the overhead power lines.

Councilmember Schiestel moved to approve item 11 as presented. Councilmember Martin seconded the motion.

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

L. BOARDS/COMMISSIONS

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

12. Discuss the process associated with the recruitment and selection of board and commission members, including communication resources.

Staff Presentation

Ms. Scott provided background information regarding the board and commission process and she responded to questions from Council regarding technology and resources.

Mayor France and Councilmembers presented various suggestions as it relates to the board and commission application and interview process, including technology resources.

M./N. CLOSED/OPEN MEETING

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

- a. Consultation with Attorney.
1. 2006 Rule 11 agreement and dismissal, Cause No. 2005-20153-158 and Flower Mound Ranch Development Applications
 - b. Discuss and consider purchase, exchange, lease or value of real property for parks, public rights-of-way, cultural arts center, and/or other municipal purposes and all matters incident and related thereto.
 - c. Discuss and consider resignations, appointments, or evaluations for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, Community Development Corporation, and Planning and Zoning Commission.
 - d. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, senior housing, hospitality projects, and performance related to certain incentive agreements.

O. ADJOURN REGULAR MEETING

Mayor France adjourned the meeting at 8:08 p.m. on Monday, November 1, 2021, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

DEREK FRANCE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY

DRAFT



TOWN COUNCIL AGENDA ITEM NO. 2

CONSENT ITEM

DATE: November 15, 2021

FROM: JP Walton, Strategic Services Manager

ITEM: Consider adoption of the Town Council Strategic Plan for Fiscal Year 2021-2022.

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

Goals and objectives agreed upon during previous Town Council Strategic Planning Sessions have historically been incorporated into the Town’s budget. Separate adoption of the Town Council Strategic Plan provides clear direction on the Town Council’s goals and objectives while continuing to be incorporated into the Town’s budget.

All goals and objectives identified within the Town Council Strategic Plan for FY 2021-2022 have been previously approved by Town Council during the Strategic Planning Session and Town budget adoption. This is the eighth year the Town has elevated its strategic planning process with documentation and adoption separate of the budget. The purpose is to raise awareness of the Town’s strategic planning efforts as well as strengthen the connection between the Town’s performance and Town Council goals. Upon adoption, staff will monitor the targets and provide updates to the Council as needed or as requested.

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

This year, the Planning & Zoning Commission and Environmental Conservation Commission elected to provide input. The Town Council held the Strategic Planning Session on July 15, 2021, adopted the Town Council 2021 Strategic Planning Session Summary Report on August 23, 2021, and adopted the FY 2021/2022 Town Budget on September 20, 2021.

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Town Council Strategic Plan for FY 2021-2022

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



2021-22 STRATEGIC PLAN



TOWN COUNCIL



Derek France
Mayor



Adam Schiestel
Place 1



Sandeep Sharma
Deputy Mayor Pro Tem
Place 2



Ben Bumgarner
Mayor Pro Tem
Place 3



Jim Engel
Place 4



Ann Martin
Place 5

Vision

Established in 1997, this vision statement is embraced by the Town Council, Town Manager, and Executive Team, and underpins the Town's strategic planning and daily operations. The Town's strategic plan to achieve this vision is set by the Town Council during long-term planning sessions held annually. The Town has conducted strategic planning since 1997, which is designed to set goals and initiatives that accomplish the Town's vision.

The following Strategic Goals were unanimously established by the Town Council during the 2015 strategic planning cycle, and remain for Fiscal Year 2021-2022:

VISION STATEMENT

**"TO PRESERVE OUR
UNIQUE COUNTRY
ATMOSPHERE, HERITAGE,
AND QUALITY OF LIFE
WHILE CULTIVATING A
DYNAMIC ECONOMIC
ENVIRONMENT"**



Safety and Security



**Dynamic Economic
Environment**



First Rate Infrastructure



Regional Cooperation



**Financial Soundness, and
Operational Excellence**



Community Engagement



Superior Quality of Life



Quality Workforce

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

Purpose and Core Values

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

Community Core Values:

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

Master Plan

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

Master Plan (cont.)

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

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

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

Resident and Business Needs

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

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

Strategic Planning

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

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

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

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

2. First Rate Infrastructure: Provide high-quality water, wastewater, transportation, drainage systems and facilities to meet the current and future needs of the Town.

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

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

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

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

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

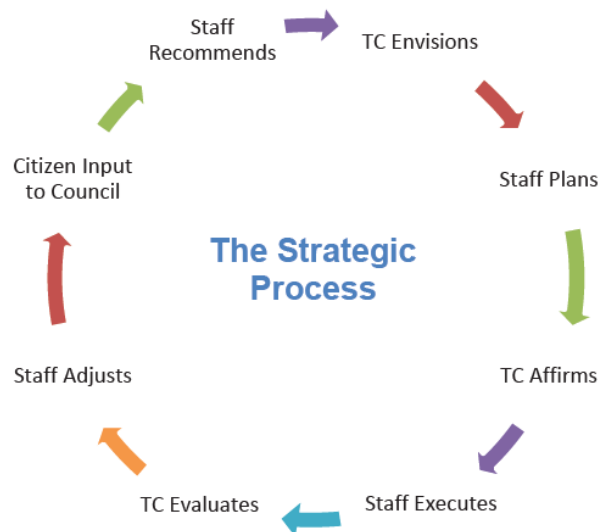
8. Quality Workforce: Ensure Flower Mound's long-term success by attracting, retaining, and empowering a workforce that delivers excellent service for an excellent value.

The Process

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

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

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



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

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

Goal 1: Safety and Security

1.1 Continue to Provide Police (School Resource Officers) Coverage for all LISD Middle School and High Schools in Flower Mound

Department: Police

Target: Coverage for entire 2021-22 LISD school year

1.2 Continue Crossing Guard Program

Department: Police

Target: Continue Crossing Guard coverage for entire 2021-22 LISD school year

1.3 Joint Fire Training Center

Department: Fire

Target: Sign the Joint Fire Training Center Interlocal Agreement by November 2021

1.4 5-year Police Staffing Plan

Department: Police

Target: Implement approved positions by September 2022

1.5 Complete Annual Training, Education, and Certifications

Department: Fire/Police

Target: Complete by September 2022



Goal 2: First Rate Infrastructure



2.1 Annual Street Light Program

Department: Public Works

Target: Complete FY 2021-22 Projects

2.2 Annual Sidewalk Link and ADA Improvements Program

Department: Public Works

Target: Complete FY 2021-22 Projects

2.3 Sanitary Sewer Overflow Initiative (Year 8 of 10)

Department: Public Works

Target: 125,000 ft. of Linear Pipe Inspected, 400 Manholes Inspected

2.4 Canyon Falls Park

Department: Parks/CIP

Target: Complete Construction by May 2022

2.5 Rheudasil Park

Department: Parks/CIP

Target: Complete Construction by September 2022

2.6 Peters Colony Memorial Park

Department: CIP/Fire/Facilities

Target: Award Construction by June 2022



Goal 2: First Rate Infrastructure (cont.)



2.7 Engineering Design Standards Update

Department: Public Works

Target: Complete by September 2022

2.8 Monitor Smart City Technology to Improve Traffic Flow

Department: Public Works

Target: Attend 3 Conferences/Meetings on Traffic Flow Solutions

2.9 Data Center Redundancy

Department: Information Technology

Target: Complete by September 2022

2.10 FM 2499 at FM 3040 Intersection Improvements

Department: Public Works

Target: Award Construction by September 2022

2.11 Traffic Detection Rehabilitation

Department: Public Works

Target: Complete by September 2022

2.12 Traffic Signal Synchronization

Department: Public Works

Target: Complete FY21-22 data collection, timing study, and signal timing by September 2022



Goal 3: Financial Soundness and Operational Excellence



3.1 Convert Town Documents to Laserfiche

Department: Town Secretary's Office

Target: Convert 10 boxes

3.2 Maintain the Town's Unassigned Fund Balance in the General Fund Per the Town's Adopted Financial Policies

Department: Financial Services

Target: Minimum 20% of Annual General Fund Expenditures

3.3 Maintain the Town's Fund Balance in the Debt Service Fund per the Town's Adopted Financial Policies

Department: Financial Services

Target: Minimum 4% of Debt Service Fund Expenditures

3.4 Maintain the Town's Debt Service Tax Rate at the Lower Level Outlined in the Town's Adopted Financial Policies

Department: Financial Services

Target: 12 Cents or Lower

3.5 Development Services Fee Study

Department: Development Services

Target: Complete Study by January 2022

3.6 Impact Fee Review Work Session

Department: Public Works

Target: Complete Work Session by December 2021

3.7 Review Benchmark Cities

Department: Town Manager's Office

Target: Complete Benchmark City Survey by December 2021

Goal 4: Superior Quality of Life



4.1 Trail and Bikeways Master Plan Update

Department: Parks

Target: Complete the Master Plan Update by May 2022

4.2 Tennis Center Feasibility Study

Department: Parks

Target: Complete Study by June 2022

4.3 Cross Timbers Conservation Development District Work Session

Department: Development Services

Target: Complete Work Session by December 2021

4.4 Continue Community Support Funding

Department: Financial Services

Target: Complete FY 2021-22 Community Support Funding by September 2022

4.5 Complete Restoration of the Gibson Grant Log Cabin

Department: CIP/Parks/Facilities

Target: Complete Restoration by January 2022



Goal 5: Dynamic Economic Environment



5.1 Work with the Flower Mound Chamber of Commerce on Programs, Including Those Outlined in the 2021-22 Approved MOU

Department: Economic Development

Target: Complete all programs by September 2022

5.2 Publish the Economic Development Annual Incentives Report

Department: Economic Development

Target: Complete Report by February 2022

5.3 Lakeside Business District Work Session

Department: Economic Development

Target: Complete Work Session by December 2021



Goal 6: Regional Cooperation



6.1 Continue Town Participation in Leadership Flower Mound

Department: All

Target: 1 Town Representative Annually

6.2 Continue Staff Involvement in Professional Organizations

Department: All

Target: Percent of Travel Budget

6.3 Identify Opportunities for Elected Officials Through TML and Other Resources

Department: TSO

Target: Six Regional Events per Year

6.4 Continue Participation with the North Central Texas Council of Governments

Department: All

Target: Participate in at least 6 Regional Meetings



Goal 7: Community Engagement



7.1 Board and Commissions Information Session

Department: Town Secretary's Office

Target: Hold a Board and Commissions Information Session Annually

7.2 Continue the Development Map Notify Me Option

Department: Development Services/Communications/GIS

Target: Increase Notify Me users by 5%

7.3 Continue to Promote the Interactive Development Map

Department: Development Services/Communications/GIS

Target: Increase Map Views by 10%

7.4 Complete the Website Re-Design

Department: Communications

Target: Complete the Website Re-Design by May 2022



Goal 8: Quality Workforce



8.1 Continue Town Manager Tour & Talks to Discuss Issues Faced by the Town and Ones Important to Employees

Department: Town Manager's Office

Target: Complete by September 2022

8.2 Continue Organization-Wide Team Building Events

Department: Town Manager's Office/Human Resources

Target: Complete by September 2022

8.3 Employee Compensation Package

Department: Human Resources/Financial Services

Target: Fund Market Adjustments and Merit Increases for FY 2021-22





TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: November 15, 2021

FROM: Gary Bertagnolli, Director of IT

ITEM: Consider approval for the purchase and roll out service of desktop and laptop computers, ruggedized laptop computers and peripherals from Dell, in the amount of \$160,275.19

BACKGROUND INFORMATION: Beginning in FY 2000/2001, equipment and software were standardized throughout the Town, and all machines were replaced over the following years to address expired warranties. Dell brand computers were established as the Town's standard computer system, based on cost and one stop support.

In addition to the standardization of equipment and software, a computer replacement program was established to maintain the most current and efficient computer systems. This purchase request will allow the Town to continue scheduled replacements of computer systems.

The Town of Flower Mound entered into an inter-local agreement with the Texas Procurement and Support Services cooperative (formerly, General Services Commission) on December 7, 1992. Participation in the program allows our local government to purchase goods and services through the cooperative contract, DIR contracts included, while satisfying all competitive bidding requirements.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$160,275.19

Proposed Expenditure/(Revenue):	Account Number(s):
\$144,605.00	100-655-59100-2180
\$15,670.19	100-655-59100-5110

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

ATTACHMENTS:

1. Replacements Quote
2. Statement of Work

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



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000102567121.1	Sales Rep	David Bailey
Total	\$144,605.00	Phone	(800) 456-3355, 6180409
Customer #	2434214	Email	David_B_Bailey@Dell.com
Quoted On	Oct. 15, 2021	Billing To	ACCOUNTS PAYABLE
Expires by	Nov. 14, 2021		TOWN OF FLOWER MOUND
Contract Name	Texas Department of Information Resources (TX DIR)		2121 CROSS TIMBERS RD
Contract Code	C000000006841		FLOWER MOUND, TX 75028-2602
Customer Agreement #	TX DIR-TSO-3763		
Deal ID	16578450		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
David Bailey

Product	Unit Price	Quantity	Subtotal
OptiPlex 7090 Micro	\$975.00	88	\$85,800.00
Dell Latitude 5520	\$1,200.00	17	\$20,400.00
Dell Latitude 5420 Rugged	\$2,450.00	4	\$9,800.00
Dell Latitude 7220	\$2,200.00	4	\$8,800.00
Precision 3650 Tower	\$1,415.00	7	\$9,905.00
Dell 24 Monitor - P2419H	\$245.00	20	\$4,900.00
Dell Latitude 3520	\$1,000.00	5	\$5,000.00

Subtotal:	\$144,605.00
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$144,605.00
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$144,605.00
---------------	---------------------

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

			Quantity	Subtotal
OptiPlex 7090 Micro		\$975.00	88	\$85,800.00
Estimated delivery if purchased today: Dec. 15, 2021 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763				
Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex 7090 Micro BTX	210-AYVG	-	88	-
10th Generation Intel Core i7-10700T (8-Core, 16MB Cache, 2.0GHz to 4.5GHz, 35W)	338-BVDG	-	88	-
Windows 10 Pro English, French, Spanish	619-AHKN	-	88	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	88	-
16GB (1x16GB) DDR4 non ECC memory	370-AFWB	-	88	-
M.2 256GB PCIe NVMe Class 40 Solid State Drive	400-BLOQ	-	88	-
Thermal Pad	412-AALV	-	88	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	88	-
No Additional Hard Drive	401-AANH	-	88	-
NO RAID	817-BBBN	-	88	-
Intel Integrated Graphics, Dell OptiPlex	490-BBFG	-	88	-
OptiPlex 7090 Micro 35W, Supports up to 10 Core Processors	329-BFOC	-	88	-
130 Watt AC Adapter	450-AHYZ	-	88	-
Power Cord	450-AAZN	-	88	-
Internal Wireless Antennas	555-BFPV	-	88	-
Intel Wi-Fi 6 AX201, Dual-band 2x2 802.11ax with MU-MIMO + Bluetooth 5.1	555-BGNB	-	88	-
Intel Wi-Fi 6 AX201 2x2 (Gig+) + Bluetooth 5.2	555-BGPR	-	88	-
No Stand Option	575-BBBI	-	88	-
No Additional Cable Requested	379-BBCY	-	88	-
No PCIe add-in card	492-BBFF	-	88	-
Dell KB216 Wired Keyboard English	580-ADJC	-	88	-
Dell Optical Mouse - MS116 (Black)	570-ABIE	-	88	-
No Cable Cover	325-BCZQ	-	88	-
Not selected in this configuration	817-BBBC	-	88	-
SupportAssist	525-BBCL	-	88	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	88	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	88	-
Waves Maxx Audio	658-BBRB	-	88	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	88	-
Dell Optimizer	658-BEQP	-	88	-
Windows PKID Label	658-BFDQ	-	88	-
OS-Windows Media Not Included	620-AALW	-	88	-
ENERGY STAR Qualified	387-BBLW	-	88	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	88	-
Dell Watchdog Timer	379-BEKK	-	88	-

Quick Setup Guide 7090 MFF	340-CVQR	-	88	-
US Order	332-1286	-	88	-
Print on Demand Label	389-BDQH	-	88	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	88	-
Ship Material for OptiPlex Micro Form Factor	340-CQYN	-	88	-
Shipping Label	389-BBUU	-	88	-
Regulatory Label for OptiPlex 7090 MFF 130W	389-DZEW	-	88	-
Intel Core i7 vPro Processor Label	340-CPOZ	-	88	-
Desktop BTS/BTP Shipment	800-BBIP	-	88	-
No Anti-Virus Software	650-AAAM	-	88	-
Fixed Hardware Configuration	998-EWUW	-	88	-
No Option Included	340-ACQQ	-	88	-
No AutoPilot	340-CKSZ	-	88	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	88	-
Speaker for OptiPlex MFF	520-AARC	-	88	-
Intel vPro Technology Enabled	631-ACXI	-	88	-
Dell Limited Hardware Warranty Plus Service	812-3886	-	88	-
ProSupport: 7x24 Technical Support, 3 Years	812-3894	-	88	-
ProSupport: Next Business Day Onsite 3 Years	812-3908	-	88	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	88	-
		Quantity		Subtotal
		\$1,200.00	17	\$20,400.00

Dell Latitude 5520

Estimated delivery if purchased today:

Jan. 13, 2022

Contract # C000000006841

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5520 BTX Base	210-AXVQ	-	17	-
11th Generation Intel Core i7-1165G7 (4 Core, 12M cache, base 2.8GHz, up to 4.7GHz)	379-BEHH	-	17	-
Windows 10 Pro English, French, Spanish	619-AHKN	-	17	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	17	-
Assembly base	338-BXRY	-	17	-
I7-1165G7 Trans, Intel Iris Xe Graphics, Thunderbolt	338-BXSF	-	17	-
non-vPro Manageability	631-ACTC	-	17	-
8GB, 1x8GB, DDR4 Non-ECC	370-AFVS	-	17	-
No Additional Hard Drive	401-AADF	-	17	-
M.2 256GB PCIe NVMe Class 35 Solid State Drive	400-BKUZ	-	17	-
LCD back cover for Latitude 5520 WLAN/WWAN	320-BECJ	-	17	-
HD Camera Bezel with Mic	325-BDZF	-	17	-
15.6" FHD (1920x1080) Non-Touch, Anti-Glare, 250nits	391-BFPM	-	17	-
Palmrest NFC, Fingerprint Reader, Contacted & Contactless SmartCard Reader, Thunderbolt 4	346-BGVV	-	17	-
Single Pointing Backlit English US Keyboard with numeric keypad	583-BHBG	-	17	-

Wireless Intel AX201 WLAN Driver	555-BGGN	-	17	-
Intel Wi-Fi 6 AX201 2x2 .11ax 160MHz + Bluetooth 5.1	555-BGGT	-	17	-
No Mobile Broadband Card	556-BBCD	-	17	-
4 Cell 63Whr ExpressCharge™ Capable Battery	451-BCSW	-	17	-
E4 65W Type-C EPEAT Adapter	492-BCXP	-	17	-
No Anti-Virus Software	650-AAAM	-	17	-
OS-Windows Media Not Included	620-AALW	-	17	-
US Power Cord	537-BBBL	-	17	-
Quick Start Guide	340-CTXV	-	17	-
US Order	332-1286	-	17	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	17	-
Fixed Hardware Configuration	998-ENCY	-	17	-
SupportAssist	525-BBCL	-	17	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	17	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	17	-
Waves Maxx Audio	658-BBRB	-	17	-
Dell Power Manager	658-BDVK	-	17	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	17	-
Dell Optimizer	658-BEQP	-	17	-
Windows PKID Label	658-BFDQ	-	17	-
Packaging BTS 65W adapter + TGL CPU	340-CTZQ	-	17	-
Intel(R) Core(TM) i7 non-vPro Processor Label	389-DXDV	-	17	-
No Mouse	570-AADK	-	17	-
No Resource USB Media	430-XXYG	-	17	-
ENERGY STAR Qualified	387-BBPI	-	17	-
BTS/BTP Smart Selection Shipment (VS)	800-BBQH	-	17	-
EAN label	389-BKKL	-	17	-
No Removable CD/DVD Drive	429-AATO	-	17	-
5520 Laptop Bottom Door Integrated Graphics	321-BGBG	-	17	-
No AutoPilot	340-CKSZ	-	17	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	17	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	17	-
Dell Limited Hardware Warranty	997-8317	-	17	-
ProSupport Plus: Next Business Day Onsite, 1 Year	997-8366	-	17	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	17	-
ProSupport Plus: 7x24 Technical Support, 3 Years	997-8380	-	17	-
ProSupport Plus: Next Business Day Onsite, 2 Year Extended	997-8381	-	17	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-8382	-	17	-
ProSupport Plus: Accidental Damage Service, 3 Years	997-8383	-	17	-
No Accidental Damage Selected	981-4619	-	17	-

Dell Latitude 5420 Rugged

Estimated delivery if purchased today:

Nov. 16, 2021

Contract # C000000006841

Customer Agreement # TX DIR-TSO-3763

	Quantity	Subtotal
\$2,450.00	4	\$9,800.00

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5420 Rugged, CTO	210-AQPT	-	4	-
8th Gen Intel Core i7-8650U Processor (Quad Core, 8M Cache, 1.9GHz, 15W, vPro)	379-BDHD	-	4	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	4	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	4	-
Intel Core i7-8650U Processor Base with AMD Radeon RX540 Graphics 128 Bit	338-BPTH	-	4	-
Intel vPro Technology Advanced Management Features	631-ABWJ	-	4	-
16GB, 2x8GB, 2400MHz DDR4 Non-ECC	370-AGKD	-	4	-
M.2 512GB PCIe NVMe Class 40 Solid State Drive	400-BBUB	-	4	-
14" FHD WVA (1920 x 1080) Embedded Touch, Outdoor-Readable Screen	391-BDVP	-	4	-
No Security Options	346-BEVE	-	4	-
Dell USB,USB,AUDIO,BLANK left I/O module	590-TEYE	-	4	-
SYSTEM RATING LABEL	389-DOPP	-	4	-
Sealed Internal RGB Backlit English Keyboard	580-ABYR	-	4	-
Intel Dual Band Wireless AC 8265 (802.11ac) 2x2 (No BT) Driver (Later upgrade not possible for the system)	555-BEPC	-	4	-
Intel Dual Band Wireless AC 8265 (802.11ac) 2x2	555-BDGD	-	4	-
WLAN Bracket	575-BBYW	-	4	-
No Mobile Broadband Card	362-BBBB	-	4	-
3 Cell 51Whr ExpressCharge Capable Battery	451-BCHG	-	4	-
90 Watt AC Adapter	492-BCNQ	-	4	-
No Anti-Virus Software	650-AAAM	-	4	-
OS-Windows Media Not Included	620-AALW	-	4	-
E5 US Power Cord	537-BBBD	-	4	-
Quick Referene Guide	340-CHGB	-	4	-
Factory Installed Rigid handle tied sku	540-BCIH	-	4	-
US Order	332-1286	-	4	-
2nd 3 Cell 51Whr ExpressCharge Capable Battery	451-BCHH	-	4	-
SERI Guide (English/Spanish)	340-AGIN	-	4	-
Regulatory Label included	389-BEYY	-	4	-
TPM Enabled	340-AJPV	-	4	-
System Driver, Dell Latitude 5420	640-BBRG	-	4	-
Dell Developed Recovery Environment	658-BCUV	-	4	-
Shuttle SHIP Material	328-BCXL	-	4	-
Directship Info Mod	340-CKTD	-	4	-
Intel Core i7 vPro Label	389-CGJM	-	4	-

No Option Included	340-ACQQ	-	4	-
No Resource USB Media	430-XXYG	-	4	-
ENERGY STAR Qualified	387-BBNJ	-	4	-
BTO Standard shipment Air	800-BBGF	-	4	-
No UPC Label	389-BDCE	-	4	-
No Additional IO Ports	590-TEYC	-	4	-
No Option Included	340-ACQQ	-	4	-
RGB Camera	319-BBFN	-	4	-
No AutoPilot	340-CKSZ	-	4	-
ProSupport Plus: Next Business Day Onsite, 3 Years	808-6797	-	4	-
Dell Limited Hardware Warranty Initial Year	808-6805	-	4	-
ProSupport Plus: Accidental Damage Service, 3 Years	808-6817	-	4	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	808-6818	-	4	-
ProSupport Plus: 7X24 Technical Support, 3 Years	808-6847	-	4	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	4	-

			Quantity	Subtotal
Dell Latitude 7220		\$2,200.00	4	\$8,800.00
Estimated delivery if purchased today:				
Jan. 10, 2022				
Contract # C000000006841				
Customer Agreement # TX DIR-TSO-3763				

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 7220 Rugged, CTO	210-ATEF	-	4	-
8th Generation Intel Core i7-8665U Processor (4 Core,8MB Cache,1.9GHz,15W)	379-BDQU	-	4	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	4	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	4	-
Intel Core i7-8665U with u-blox NEO-M8 GPS card 16GB Memory	338-BTPS	-	4	-
vPro Technology Advanced Management	631-ACHG	-	4	-
16GB 2133MHz LPDDR3 Memory	370-AFDB	-	4	-
M.2 512GB PCIe NVMe Class 40 Solid State Drive	400-BGWO	-	4	-
11.6", FHD (1920 x 1080), 1000 Nit Outdoor-Readable, AG/AS/AP, Glove-Capable Touchscreen	391-BEVG	-	4	-
Intel Wi-Fi 9560 Driver with Bluetooth	555-BFIU	-	4	-
Intel Dual Band Wireless AC 9560 (802.11ac) 2x2	555-BFJV	-	4	-
No Mobile Broadband Card	362-BBBB	-	4	-
2-cell 34Wh) Lithium Ion Primary Battery	451-BCCD	-	4	-
90 Watt AC Adapter	450-AELY	-	4	-
No Security Software	650-AAJS	-	4	-
No Media	620-AAOH	-	4	-
US Power Cord	537-BBBL	-	4	-
Latitude Rugged 7220 Getting Started Guide	340-COCF	-	4	-
US Order	332-1286	-	4	-

No Carrying Case	460-BBEX	-	4	-
2-cell (34Wh) Lithium Ion Secondary Battery	451-BCCM	-	4	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	4	-
Custom Configuration	817-BBBB	-	4	-
System Regulatory Label	389-DRXP	-	4	-
Regulatory Label (WLAN)	389-DRXQ	-	4	-
Windows 10 Additional Software	658-BEPO	-	4	-
Shipping Material, Shuttle	340-AQMD	-	4	-
Directship Info Mod	340-CKTD	-	4	-
No Option Included	340-ACQQ	-	4	-
No Mouse	570-AADK	-	4	-
No Removable CD/DVD Drive	429-AATO	-	4	-
ENERGY STAR Qualified	387-BBNJ	-	4	-
BTO Standard shipment Air	800-BBGF	-	4	-
No UPC Label	389-BDCE	-	4	-
5 MP HD IR webcam /8 MP rear camera with Flash and Dual Microphone	319-BBHH	-	4	-
WLAN Chassis No NFC	321-BEZF	-	4	-
Connector for I/O Expansion	750-ABNN	-	4	-
Mini Serial Port	325-BDNX	-	4	-
Hazardous Locations Certification	340-CNKH	-	4	-
No Security	461-AAHD	-	4	-
No AutoPilot	340-CKSZ	-	4	-
No Removable CD/DVD Drive	429-AATO	-	4	-
ProSupport Plus: Next Business Day Onsite, 3 Years	804-0513	-	4	-
Dell Limited Hardware Warranty Initial Year	997-6988	-	4	-
ProSupport Plus: Accidental Damage Service, 3 Years	997-7005	-	4	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-7006	-	4	-
ProSupport Plus: 7x24 Technical Support, 3 Years	997-7040	-	4	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	4	-

			Quantity	Subtotal
Precision 3650 Tower		\$1,415.00	7	\$9,905.00
Estimated delivery if purchased today: Nov. 30, 2021 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763				

Description	SKU	Unit Price	Quantity	Subtotal
11th Generation Intel Core i7-11700, 16 MB Cache, 8 Core, 2.5 GHz to 4.9 GHz	338-BZKL	-	7	-
HEATSINK for 65W CPU	412-AAWJ	-	7	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	7	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	7	-
Precision 3650 Tower with 300W up to 90% efficient (80 Plus Gold) PSU, Standard Front I/O, no SD card reader	321-BGKR	-	7	-

16GB (2x8GB) DDR4 UDIMM non-ECC Memory	370-AGEI	-	7	-
AMD Radeon Pro WX3200, 4GB, 4 mDP (Precision 3650T)	490-BGOE	-	7	-
C1: M.2 SSD Boot + Optional M.2 SSD (No SATA HDD)	449-BBWL	-	7	-
No RAID	780-BBCJ	-	7	-
512GB PCIe NVMe(TM) Gen4 M.2 SSD	400-BMQN	-	7	-
Thermal Pad 3640	412-AATT	-	7	-
No Hard Drive	400-AKZR	-	7	-
No Hard Drive	400-AKZR	-	7	-
No Hard Drive	400-AKZR	-	7	-
No Hard Drive	400-AKZR	-	7	-
No Hard Drive	400-AKZR	-	7	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	7	-
No Wireless LAN Card (no WiFi enablement)	555-BBFO	-	7	-
Not selected in this configuration	817-BBBC	-	7	-
No Additional Port	492-BCLP	-	7	-
8x DVD+/-RW 9.5mm Optical Disk Drive	429-ABDW	-	7	-
Bezel ODD	429-ABKQ	-	7	-
CMS Essentials DVD no Media	658-BBTV	-	7	-
Intel Management Engine with vPro	631-ACWM	-	7	-
Dell KB216 Wired Keyboard English	580-ADJC	-	7	-
Dell Optical Mouse - MS116 (Black)	570-ABIE	-	7	-
ENERGY STAR Qualified	387-BBLW	-	7	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	7	-
Dell Precision TPM	340-ACBY	-	7	-
No Front Cooling Fan	384-BCGU	-	7	-
No Driver	555-BBNI	-	7	-
US Power Cord	450-AH DU	-	7	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	7	-
Quick setup guide, Precision 3650	340-CVFC	-	7	-
US Order	332-1286	-	7	-
SHIP,PWS,LNK,NO,NO,AMF	340-CBUU	-	7	-
Ship material - EPEAT Certification	340-COYI	-	7	-
300W Gold PSU label	389-DYML	-	7	-
11th Gen Intel Core i7 vPro label	340-CTSW	-	7	-
Internal Speaker for Precision 3650	520-AASQ	-	7	-
No External ODD	429-ABGY	-	7	-
No AutoPilot	340-CKSZ	-	7	-
No Stand included	575-BBCH	-	7	-
No Additional Cable Requested	379-BBCY	-	7	-
OS-Windows Media Not Included	620-AALW	-	7	-
Not selected in this configuration	817-BBBC	-	7	-
SupportAssist	525-BBCL	-	7	-

Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	7	-
Dell Optimizer for Precision	640-BBSC	-	7	-
Dell Premier Color 6.0	640-BBSH	-	7	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	7	-
Waves Maxx Audio	658-BBRB	-	7	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	7	-
No Anti-Virus Software	650-AAAM	-	7	-
Custom Configuration	817-BBBB	-	7	-
Precision 3650 Tower CTO BASE	210-AYSV	-	7	-
No UPC Label	389-BCGW	-	7	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	7	-
Dell Limited Hardware Warranty Plus Service	997-2808	-	7	-
ProSupport: 7x24 Technical Support, 3 Years	997-2836	-	7	-
ProSupport: Next Business Day Onsite, 3 Years	997-6782	-	7	-

			Quantity	Subtotal
Dell 24 Monitor - P2419H		\$245.00	20	\$4,900.00

Estimated delivery if purchased today:

Dec. 15, 2021

Contract # C000000006841

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell 24 Monitor - P2419H	210-AQDX	-	20	-
Dell Limited Hardware Warranty	814-5380	-	20	-
Advanced Exchange Service, 3 Years	814-5381	-	20	-

			Quantity	Subtotal
Dell Latitude 3520		\$1,000.00	5	\$5,000.00

Estimated delivery if purchased today:

Jan. 13, 2022

Contract # C000000006841

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 3520, BTX	210-AYNQ	-	5	-
11th Generation Intel Core i7-1165G7 (4 Core, 12M Cache, base 2.8 GHz, up to 4.7 GHz)	379-BEMX	-	5	-
Windows 10 Pro English, French, Spanish	619-AHKN	-	5	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	5	-
Intel i7-1165G7, Intel Iris Xe Graphics	338-BZCW	-	5	-
8GB, 1x8GB, DDR4 Non-ECC	370-AFVS	-	5	-
M.2 256GB PCIe NVMe Class 35 Solid State Drive	400-BIJP	-	5	-
Not selected in this configuration	817-BBBC	-	5	-
15.6" FHD (1920 x 1080) AG Non-Touch, 250nits, Camera w/shutter & Microphone, WLAN Capable	391-BFVK	-	5	-
Single Pointing Non-Backlit Keyboard, US English, 10 Key Numpad	580-AJMX	-	5	-
No Mouse	570-AADK	-	5	-
WLAN Intel AX201 WLAN + BT Driver (WIFI + Bluetooth)	555-BGMJ	-	5	-

Intel Dual Band Wi-Fi 6 AX201 2x2 802.11ax 160MHz + Bluetooth 5.1	555-BFNI	-	5	-
No Mobile Broadband Card	556-BBCD	-	5	-
4 Cell 54Whr ExpressCharge™ Capable Battery	451-BCUB	-	5	-
65W AC Adapter, 4.5mm Barrel	492-BDBO	-	5	-
No Fingerprint Reader, WLAN Capable	346-BHFL	-	5	-
No Anti-Virus Software	650-AAAM	-	5	-
OS-Windows Media Not Included	620-AALW	-	5	-
US Power Cord	537-BBBL	-	5	-
Quick Start Guide for 3520	340-CVBG	-	5	-
US Order	332-1286	-	5	-
No Resource USB Media	430-XXYG	-	5	-
No Docking Station	452-BBSE	-	5	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	5	-
ENERGY STAR Qualified	387-BBPQ	-	5	-
Fixed Hardware Configuration	998-ERGX	-	5	-
Regulatory Label included	389-BEYY	-	5	-
Additional Software	658-BEZX	-	5	-
MIN Packaging TGL	340-CVST	-	5	-
Intel(R) Core(TM) i7 non-vPro Processor Label	389-DXDV	-	5	-
BTS/BTP Smart Selection Shipment (VS)	800-BBQH	-	5	-
EAN label	389-BKKL	-	5	-
Latitude 3520 Bottom Door	321-BGKJ	-	5	-
EPEAT 2018 Registered (Silver)	379-BDTP	-	5	-
No AutoPilot	340-CKSZ	-	5	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	5	-
Dell Limited Hardware Warranty	997-6727	-	5	-
ProSupport Plus: Accidental Damage Service, 3 Years	997-6746	-	5	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-6755	-	5	-
ProSupport Plus: Next Business Day Onsite, 1 Year	997-6762	-	5	-
ProSupport Plus: Next Business Day Onsite, 2 Year Extended	997-6764	-	5	-
ProSupport Plus: 7x24 Technical Support, 3 Years	997-6773	-	5	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	5	-

Subtotal:	\$144,605.00
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$0.00
Total:	\$144,605.00

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.



Statement of Work for

Managed Deployment

Town of Flower Mound ("Customer")

2121 Cross Timbers Road Flower Mound, TX 75028 United States

SFDC # 23020076

Dell Marketing L.P. ("DT Services")

One Dell Way, Round Rock TX 78682, United States

Table of Contents

1	INTRODUCTION.....	3
2	TERM.....	3
3	SUMMARY OF SERVICE	4
4	ENGAGEMENT DETAILS	4
4.1	Scope of Services	4
4.2	Project Timeline	8
4.3	Services Out of Scope	8
4.4	Assumptions	8
4.5	Customer Responsibilities	10
4.6	Service Hours	12
4.7	Deliverables	12
5	PRICING	12
5.1	Estimate Revisions	13
5.2	Expenses	13
5.3	Additional Pricing Terms	13
6	CHANGE MANAGEMENT PROCESS	14
7	OTHER PROVISIONS	15
8	SIGNATURES.....	18
	Appendix A: Supported Sites	19
	Appendix B: Definitions	20
	Appendix C: Major Metropolitan Areas.....	22

1 INTRODUCTION

The Services provided under this SOW are governed by and subject to the terms and conditions in the Agreement (including Appendix D for Services) that exists between Dell Marketing, L.P. (Dell) and the Texas Department of Information Resources (the "DIR Agreement", DIR-TSO-3763 -- Dell Contract Code 75AHH -- effective January 10, 2018), under such DIR Agreement Customer has elected to participate as an eligible public entity.

The DIR Agreement is publicly available at the following DIR webpage:

<http://dir.texas.gov/View-Search/Contracts-Detail.aspx?contractnumber=DIR-TSO-3763&keyword=3763>

The parties acknowledge having read and agreeing to be bound by the DIR Agreement.

Capitalised terms used herein but not otherwise defined will have the meanings ascribed to such terms in the Agreement. To the extent that this SOW conflicts with the Agreement, the terms and conditions of this SOW shall control. Prevailing terms will be construed as narrowly as possible to resolve the conflict while preserving as much of the non-conflicting terms as possible, including preserving non-conflicting provisions within the same paragraph, section or sub-section.

The following appendices are attached hereto and incorporated by reference:

- Appendix A – Supported Sites
- Appendix B – Definitions
- Appendix C – Major Metropolitan Areas

2 TERM

The term of this SOW will begin on the Effective Date and, unless terminated in accordance with this SOW or the Agreement, expires on the date that DT Services completes the provision of Services in accordance with this SOW.

3 SUMMARY OF SERVICE

This section provides an overview of the Services. This section does not form part of the SOW and is added for information purposes only.

- Project is expected to occur at approximately 6 location(s) in the Continental US.
- The duration of the project is expected to be 8 weeks.
- Services are estimated to affect 125 units.
- Security clearance required is None.
- The start date of the deployment shall be contingent upon completion of the Scheduling Assumptions.
- DT Services will deliver Services for Customer's sites identified in Appendix A (each, a "Customer Site").

Services:

- Warehousing and Redeliver New Equipment per system
- Remote Imaging Service
- Asset Tagging (Customer-provided tags) and Reporting
- Basic Installation Service – Client System (CPU and Monitor)
- Manual Data Migration
- Single Point Delivery
- Off-site Trash Removal

4 ENGAGEMENT DETAILS

In connection with this SOW, DT Services will perform the Services as specifically described herein.

4.1 Scope of Services

DT Services will perform the following Services under this SOW:

4.1.1 Pre-Deployment Activities

DT Services and Customer will complete the activities listed below before managed deployment services begin. These activities will validate the assumptions, requirements, procedures, and responsibilities set forth in this SOW. In the event any assumption, requirement, procedure, or responsibility is found to be incorrect, the pricing and/or scope of Services will be modified using the Change Management Process to reflect the actual operating environment.

- 1) **Site Survey and End-User Profiles.** Customer will complete a site survey for each Customer Site. The site survey is used to collect information needed for the deployment. Customer will complete end-user profile surveys, if applicable.
- 2) **Pilot Test.** DT Services will conduct a pilot test to validate the assumptions and test the deployment procedures prior to the first scheduled deployment. The pilot will consist of a typical set of Services for a limited number of systems (in each case, as determined by DT Services in its

discretion) and validate the following requirements: average installation time, information flow, procedures for each deployment activity, system environment, timings, and assumptions.

DT Services and Customer will mutually agree on written installation instructions prior to the date the pilot is scheduled to be performed. The installation instructions and configuration of automated migration tools must be finalized before DT Services will commit resources to perform the pilot. Upon completion of the pilot, DT Services and Customer will review the results and identify any necessary modifications to the Services and/or prices.

- 3) **Schedules.** DT Services and Customer will mutually agree in writing to a deployment schedule by Customer Site and Schedule Group (collectively, the "Deployment Schedule"). The Deployment Schedule will be distributed by Customer to end-users identified in each Schedule Group prior to the scheduled installation of their Client Systems. Customer will promptly notify DT Services of any conflicts in order to lock the schedule prior to the scheduled installation date. Any modifications or cancellations occurring prior to the scheduled installation date may be subject to additional fees.

4.1.2 Managed Deployment Services

4.1.2.1 Warehousing and Redeliver New Equipment per system

Service Description

- Provide warehouse facility for receiving, consolidating and storing systems.
- Pricing will be based on a thirty (30) day billing cycle on a per system basis.
- Confirm delivery locations, contacts, quantities of devices per delivery location and schedule with Customer Project Coordinator.
- Sign out of equipment to be delivered.
- Deliver equipment to correct location; deliver inside to storage location.
- Equipment will be delivered to central area at each Customer location.
- If required, truck with lift gate will be provided.
- Secure acceptance documentation.
- Accept/cover risk of loss for systems while in Service Provider's possession.
- In-warehouse Dell Latitude and mobile cart services performed in conjunction with delivery services.

Assumptions

- Additional charges apply per unit for any portion of thirty (30) days and for each thirty (30) days, after the initial thirty (30) days.
- Logistics reporting will be on a piece count basis.
- Boxes will be clearly labeled with appropriate Customer delivery address.
- SOW pricing assumes a single delivery per Customer location.

4.1.2.2 Remote Imaging Service

Service Description

- Remote Image:
 - Unpack Dell Latitude/Optiplex Client systems and components.
 - Provider will configure each Client system with an approved image provided by Customer; for up to one (1) image
 - Provider will check and update BIOS settings
 - Provider will configure client system to Wake on LAN to allow for updates

Assumptions

- Customer to provide a single .WIM file with base image that boots to local admin user.
- Provider will allow new client system to perform initial Windows boot.
- Provider will run first article process to verify image as successful which includes:
 - Loading Customer provided image via .WIM file
 - Allow initial Windows boot
 - Provider will schedule a time with Customer to verify image load success at Customer location.
 - Once verified as successful mass production will begin.
 - If image is deemed unsuccessful, Customer and Provider will work together to obtain a working successful image and perform first article process until image is verified and approved.

4.1.2.3 Asset Tagging and Reporting (Customer Provided)

Service Description

- Customer-supplied computer label, attach to each Client system in Provider warehouse.

Service Specific Assumptions

- Labels affixed to legacy CPU and/or monitor will not be removed or installed under this scope of work.
- Includes one (1) computer label, one (1) for each CPU.
- Labeling to be performed at Provider's facility prior to shipment of hardware to Customer location(s).

4.1.2.4 Basic Installation Service – Client System (CPU and Monitor)

Service Description

- Unpack new Client System from shipping boxes and inspect components for any damage.
- Verify service tag for each new Client System against packing slip.
- Notify Dell help desk of any discrepancy or damage regarding the shipment of Dell equipment.
- Move new equipment from central location within the install location to the end user desk side.
- Organize Client System components and peripherals (e.g. monitors, keyboards, power supplies, mice, and software) for deployment.
- Plug Customer-provided, certified network patch cables into new Client System.
- Plug all power cords into electrical sources.
- Plug network patch cables into existing certified network jacks.
- Boot the new Client System and verify network connection for Customer's network connected devices.
- Log on to the new Client System using Customer-provided user ID and password.
- Configure IP Address.
- Map up to two (2) network printers to each new Client System.
- Reconnect and setup of up to four (4) existing external peripherals to Client System. When required, Dell will load the drivers supplied by Customer and will print a test page or conduct an agreed upon simple test for functionality.
- Connect Customer-provided peripheral cable to the new Client System (excludes configuration).
- Complete validation and function test as agreed to by both parties.
- Contact the Dell help desk if a problem is encountered with any component provided by Dell for the new Client System.

- Offsite disposal of deployment related trash; properly clean the installation area.

4.1.2.5 Manual Data Migration of up to 20 GB

Service Description

- Provider will perform manual data migration to transfer user profiles, software applications, and Outlook set up using a combination of tools (CD, USB, Scripts, etc) per the analysis obtained from Customer provided individual Data Migration survey for up to 20GB (Appendix D).
 - o All Files from My Documents will be copied over
 - o All Files and Data from Desktop to be moved and copied over
 - o Install unique Apps required by user
 - To be listed on Data Migration Survey (Template in Appendix D)

4.1.2.6 Single Point Delivery

Service Description

- Unpack new Client System from shipping boxes and inspect components for any damage.
- Verify service tag for each new Client System against packing slip.
- Notify Dell help desk of any discrepancy or damage regarding the shipment of Dell equipment.
- Single point delivery
- Contact the Dell help desk if a problem is encountered with any component provided by Dell for the new Client System.
- Offsite disposal of deployment related trash; properly clean the installation area.

4.1.2.7 Off-site Trash Removal

- Offsite disposal of deployment related trash; properly clean the installation area.

4.1.3 Project Management

DT Services will assign a Single Point of Contact (“**SPOC**”) to manage the delivery of this engagement. The following activities focus on managing the initiation, planning, execution, and closure of the project including coordinating delivery resources and communicating.

DT Services Project Management Responsibilities.

DT Services and/or its Project Manager will perform the following activities:

- Serve as SPOC for all service delivery issues.
- Manage DT Services tasks and resources associated with the Services and coordinate activities with Customer.
- Conduct meetings to communicate roles, responsibilities, review assumptions, and schedule activities.
- Use standard industry recognized project management tools and methodologies.
- Employ a reporting mechanism to identify project tasks, next steps, and issues.
- Implement changes associated with the Services in compliance with the Change Management Process described in this SOW.

Customer Project Management Responsibilities.

Customer and/or its Project Manager will perform the following activities:

- Provide reasonable assistance, cooperation, timely decisions and support in connection with the provision of the Services by DT Services.

- Coordinate the scheduling of all Customer-designated resources required for the Services.
- Obtain all consents, approvals, and licenses required by Customer's suppliers, licensors, and lessors necessary to support or permit the provision of Services under this SOW.
- Assign a site coordinator for each Customer site where Services will be provided.

4.2 Project Timeline

DT Services anticipates the Services will span an estimated period of 8 contiguous business weeks. The actual schedule will be developed and agreed upon following project initialization. The actual schedule may change as the project progresses. Any changes will be managed in accordance with the Change Management Process described below.

4.3 Services Out of Scope

For the avoidance of doubt, the parties acknowledge that the following activities are not included in the scope of this SOW.

- 1) Any services, tasks or activities other than those specifically noted in this SOW.
- 2) The development of any intellectual property created solely and specifically for the Customer under this SOW.
- 3) Any post-delivery support to the Deliverables produced.
- 4) Any Dell training or certification services not specifically described in this SOW.
- 5) Except as set forth herein, DT Services is not responsible (including financial responsibility) for any Customer and/or third party personnel, hardware, software, equipment or other assets currently utilized in the Customer's operating environment.
- 6) Procurement, shipping, or warehousing of hardware, software, or other equipment required for the Services unless otherwise stated in the SOW.
- 7) Packaging software applications for installation.
- 8) Providing end user orientation, training, or support.
- 9) Transporting equipment between buildings or between Customer sites, or moving equipment between floors without the use of elevators.
- 10) Packing, shipping, or disposing of legacy systems unless otherwise stated in the SOW.
- 11) Removing viruses (DT Services will promptly notify Customer Site Coordinator upon discovery of virus).
- 12) Disaster recovery, including but not limited to: re-imaging, reloading software applications or recovering backup data.
- 13) Warranty services or remedial hardware maintenance or software maintenance.
- 14) Warranty services for third-party products which are not provided by Dell.

The terms of this SOW do not confer on the Customer any warranties which are in addition to the warranties provided under the terms of the Agreement. The Customer may be able to purchase out of scope services at an additional charge and, upon request by Customer, DT Services will provide a proposal for such out of scope services, pursuant to the Change Management Process described below.

4.4 Assumptions

DT Services has made the following specific assumptions while specifying the Services detailed in this SOW:

4.4.1 Deployment Density Allocation Assumptions

Services below are grouped based on Customer requirements. Detailed information on the specific deployment activities for each one of the following service groups is in Section 3.1 Scope of Service and Section 5 Pricing, herein.

4.4.1.1 Blended Services

Service Group	Density Bands	Quantity
- Warehousing and Redeliver New Equipment per system - Remote Imaging Service - Asset Tagging (Customer provided tags) and Reporting - Basic Installation Service – Client System (CPU and Monitor) - Manual Data Migration - Single Point Delivery - Off-site Trash Removal	1 system visit	0
	2 to 5 systems/visit	0
	6 to 9 systems/visit	0
	10 to 35 systems/visit	0
	36 to 99 systems/visit	0
	100+ systems/visit	0
	Total Systems	125

4.4.1.2 Timing Assumptions

Deployment Service	Disposition	Items	Time Assumption
Remote Imaging Service	Per Unit	125	40 min
Asset tagging (Customer provided tags) and Reporting	Per Unit	125	5 Min
Basic Installation Service – Client System (CPU and Monitor)	Per Unit	66	30 Min
Manual Data Migration	Per Unit	66	60 min
Single Point Delivery	Per Unit	59	10 mins
Off-site Trash Removal	Per Unit	125	10 mins

4.4.2 Scheduling Assumptions

- 1) Schedules will maximize the quantity of Services at each Customer Site which are in reasonable proximity within the same building and minimize the number of return visits to each Customer Site.
- 2) Changes to the mutually agreed schedule for performance of Services or modifications to the Services will only be in accordance with the Change Management Process.
- 3) Schedule Groups will be formed to allow a consistent daily volume of Services at a Customer Site.
- 4) Services will be scheduled to take place over consecutive days at a Customer Site to ensure maximum efficiency of resources.
- 5) Customer will meet the following scheduling milestones:

Scheduling Milestones	Business Days	Execution
Pilot Test Performed	15	Following Effective Date of the SOW or as mutually agreed
Installation Instructions finalized	15	Prior to the date of the first scheduled deployment
Site Surveys complete	15	Prior to scheduled deployment

Site ready to receive Services	10	Prior to scheduled deployment
Schedule Groups finalized, Schedule locked	15	Prior to scheduled deployment
End-user profiles completed	10	Prior to scheduled deployment
Customer to provide all logon IDs, passwords, domain specifications and personal settings for each end-user	5	Prior to scheduled deployment

4.4.3 IT Environment & Technical Assumptions

- 1) Desktop/laptop operating system, Windows 7, Windows 8 or Windows 10.
- 2) Standard Ethernet 100MB T base switched subnets, and 5-10 MB/sec throughput at the desktop is available for login, data transfer, application loads, and imaging.
- 3) Customer provides a single point of contact for resolution of any technical issues which may arise with regard to the network, devices, and any software application.
- 4) Network infrastructure is stable and consistent across all Customer Sites.
- 5) Standard implementation of dynamic host configuration protocol (DHCP) addresses is utilized.
- 6) DT Services is not responsible for application malfunctions or conflicts between Customer applications.
- 7) Customer ensures all software applications are certified, operational, and compatible with the new Client System configuration and operating systems.
- 8) If required, Customer provides all VPN hardware and/or software required for joining machines to Customer's domain including, but not limited to, two (2) Ethernet interfaces (DHCP and class C addresses required).

4.4.4 General Assumptions

- 1) DT Services will dispose of deployment related trash to onsite Customer-provided disposal area within same building at Customer Site, unless stated otherwise in this SOW.
- 2) Customer does not require resources to have any United States Federal DoD Security Clearances (Secret, Top Secret, Top Secret / SCI, Top Secret / SCI with Polygraph, etc.).
- 3) Systems weighing more than 50 pounds require an additional resource to assist with handling the system, which may require additional charges.
- 4) Customer is advised and agrees that modifications Customer makes, or changes DT Services, its subcontractors or any third-party makes on Customer's behalf, to an Energy Star compliant product may affect whether the product continues to qualify as Energy Star compliant.

4.5 Customer Responsibilities

Customer will provide reasonable and timely cooperation to DT Services in its performance of the Services. If the Customer fails to fulfill one or more of the following responsibilities, DT Services will be relieved of any schedule, milestone, or financial commitments associated with the Services. Customer agrees to the following responsibilities:

- 1) Promptly notifying DT Services in writing of: a) any changes Customer makes to its information technology environment that may impact DT Services' delivery of the Services; or b) business, organizational, security and technical issues that may have an impact on the performance and delivery of the Services. The Change Management Process will control any changes to the SOW following the notice.
- 2) Provide DT Services with any required consents necessary to perform the Services.

- 3) Maintain a current version of an anti-virus application continuously running on any system to which DT Services is given access and will scan all Deliverables and the media on which they are delivered. Customer will take reasonable back-up measures and, in particular, will provide for a daily back-up process and back-up the relevant data, software and programs before DT Services performs any work on Customer's production systems.
- 4) Developing or providing documentation, materials and assistance to DT Services.
- 5) Unless this SOW specifically requires DT Services to provide a software license, Customer is responsible for any and all software licensing requirements. Unless otherwise directed by Customer in writing during the installation process, DT Services will "accept" on Customer's behalf any and all electronic agreements provided with the installed hardware and/or software, including without limitation licenses, terms of sale, and other terms and conditions. Customer agrees that its purchase, license, and/or use of any hardware or software installed by DT Services under this SOW shall be subject to and governed by such electronic agreements to the same degree as if Customer had itself accepted the electronic agreements.
- 6) Ensuring the DT Services personnel have: reasonable and timely access to the project site, software, hardware, and internet access; a safe working environment; an adequate office space; parking; and remote access as required. Facilities and power must meet DT Services' requirements for the products and Services purchased.
- 7) Prior to the start of this SOW, indicating to DT Services in writing a person to be the single point of contact to ensure that all tasks can be completed within the specified time period (the "**Customer Contact**"). All Services communications will be addressed to the Customer Contact.
- 8) Customer Contact will have the authority to act for Customer in all aspects of the Services including bringing issues to the attention of the appropriate persons within Customer's organization and resolving conflicting requirements. Customer Contact will ensure attendance by key Customer personnel at Customer meetings and Deliverable presentations. Customer Contact will ensure that any communication between Customer and DT Services are made through the SPOC. Customer Contact will obtain and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
- 9) Providing technical points-of-contact, who have a working knowledge of the information technology components to be considered during the Services and have the authority to make business decisions ("**Technical Contacts**"). DT Services may request that meetings be scheduled with Technical Contacts.
- 10) Making appropriate service outage windows available for DT Services as needed.
- 11) The physical and network security of Customer environment.
- 12) Providing all documentation on DT Services standard templates unless both parties agree otherwise.
- 13) Ensure Customer's Site coordinator is on-site and available at the deployment site.
- 14) Prepare Customer Sites and end-user locations to receive Services (e.g., installing cables, network jacks, and power outlets and ensuring connectivity).
- 15) Procure all hardware components and software licenses in advance of deployment activities to meet the Deployment Schedule.
- 16) Ensure all systems and related equipment are easily accessible by DT Services without the need to move furniture, and provide keys to any cable locks as needed to remove or secure systems during de-installation and/or installation and disable any BIOS passwords currently configured on Legacy Systems prior to a service call for installation.
- 17) Receive hardware at Customer's receiving dock or provide access, as applicable.
- 18) Provide carts for transporting hardware within deployment site.
- 19) Advise DT Services prior to locking schedule of any unique site entry requirements.

- 20) Provide DT Services with the physical location of each end-user desk where the Services are to be performed as well as location of printers to be mapped per system, if applicable.
- 21) Provide DT Services with local administration rights necessary to perform the Services and ensure the domain login is enabled.
- 22) Provide all logon IDs, passwords, domain specifications, and personal settings necessary to perform the Services for each end-user prior to scheduled deployment.
- 23) Provide DT Services with a complete list of all approved peripherals to be installed on the new Client System, and supply all applicable drivers at the Customer Site.
- 24) In the event DT Services encounters problems loading Customer-provided software, Customer will contact the proper help resources for that application to complete the installation.
- 25) Perform quality assurance after login is complete, including access to Active Directory profile to allow end users to access specific software applications and load personalities.
- 26) Provide adequate storage area for de-installed Legacy Systems and a common area for debris at each Customer Site (to be located within the building where the deployment occurs).
- 27) Provide post-installation support and troubleshooting assistance as needed to address software application performance, software application and operating system conflicts, software application version issues or co-existence issues.
- 28) At the conclusion of the Services, change all system and network access credentials to prevent further DT Services access to systems and networks.

4.6 Service Hours

DT Services will perform the Services during normal business hours typically 08:00 AM to 5:00 PM, Monday through Friday, Customer local time and will include travel time to and from the Customer location and excludes local holidays, unless other arrangements have been made in writing between DT Services and Customer.

5 PRICING

This section describes the methodology for calculating the charges for the Services provided under this SOW. Customer hereby agrees to pay such charges in accordance with the invoicing and payment terms of the Agreement and as further supplemented within this SOW. Except as otherwise mutually agreed to by Customer and DT Services, the total amount to be noted on the purchase order provided to DT Services for this SOW is: **\$15,670.19**. If this SOW includes estimates, invoices will be based on actual usage or expenses incurred.

Charges shall be as follows:

The per-unit price for the Services to be performed by DT Services and applicable cancellation and rescheduling fees for the Services are listed below (see "**Pricing Structure**" in definitions provided in Appendix B).

DT Services will invoice Customer monthly in arrears based on the actual number of assets ("**Units**") as recorded in the system of record, multiplied by the per Unit cost set forth in the table below.

Description of the Service(s)	Units	Per Unit Price	Line Total
- Warehousing and Redeliver New Equipment per system - Remote Imaging Service - Asset Tagging (Customer-provided tags) and Reporting - Basic Installation Service – Client System (CPU and Monitor) - Data Migration - Off Customer Premises Trash Removal	66	\$191.72	\$12,653.52
- Warehousing and Redeliver New Equipment per system - Remote Imaging Service - Asset Tagging (Customer-provided tags) and Reporting - Single Point Delivery - Off Customer Premises Trash Removal	59	\$51.13	\$3,016.67

5.1 Estimate Revisions

Should DT Services' price estimate change because of a deviation in any assumption, engagement dependency, scope specification, or other provision of this SOW for which a change order as described in the Change Management Process section of this SOW does not already apply, DT Services will notify Customer and discuss any next steps. This may necessitate invoking the Change Management Process.

5.2 Expenses

Expenses are included in the charges under this SOW. Unless the scope or the list of supported sites change, pursuant to the Change Management Process, DT Services will not charge any additional expenses in connection with delivering the Services without the express written consent of Customer. Additional expenses could include Service-related expenses such as actual, reasonable, and necessary travel and living expenses.

5.3 Additional Pricing Terms

- 1) The terms of this SOW shall be valid for thirty (30) calendar days following submission of the final version of this SOW to Customer. In the event this SOW is executed by Customer and returned to DT Services after such thirty (30) day period, DT Services may: (i) accept the SOW on the stated terms; or (ii) reject the SOW and provide Customer with a revised SOW setting forth any necessary updates to the terms of the previous SOW.
- 2) The price for the Services is based on Customer's environment as disclosed to DT Services and on the basis that the information supplied is accurate and complete. If the assumptions and parameters used to develop the SOW are found to be incorrect or have changed, the Customer will notify DT Services in writing within five (5) business days. The parties agree to pursue resolution through the Change Management Process. If the parties fail to reach an agreement with respect to such incorrect assumptions or parameters, DT Services may terminate this SOW with notice to Customer.
- 3) Any timescales or plans presented in this document assume that Customer provides any required information and fulfils its other obligations as described in this SOW in a timely manner. If

Customer fails to meet its obligations as set forth in this SOW, DT Services may adjust the timeline or costs with notice to Customer to address such delays or failure to meet obligations.

- 4) If any of the volumetric assumptions used in this SOW, including, time on task, locations, service consumption, and/or configuration factors, relied upon by DT Services vary by +/- five (5%) percent, DT Services has the right to adjust the pricing to reflect such changes.
- 5) All prices are in US Dollars (USD) and are exclusive of all applicable taxes.
- 6) Both parties will mutually agree upon a service commencement date. If Customer requires changes to the service commencement date with less than ten (10) business days' notice to DT Services, additional charges may apply.
- 7) Schedule delays outside of DT Service's control, shall be billed at the current time and material rates plus travel and living expenses as described above. Any additional costs incurred by Customer as a result of delays shall be the sole responsibility of the Customer.
- 8) Price excludes travel incurred due to schedules that cause excessive travel between Customer sites.
- 9) Price includes travel expenses within fifty (50) miles of a major metropolitan area as defined by DT Services.
- 10) Per the Time and Material Pricing Table in Appendix B rates will be invoiced to and will be paid by Customer, for the following:
 - a) Customer delays exceeding fifteen (15) minutes beyond the scheduled time for the Services to be performed; such charges will be invoiced in thirty (30) minute increments.
 - b) Services requested when the technician is not currently onsite are charged based on a 2-hour minimum per incident.
 - c) Out-of-scope services (see Section 3.3 Out of Scope Services herein).
 - d) Services performed outside the defined Service Hours.
 - e) Services designated as Time & Materials.
- 11) Cancellation or Rescheduling of any scheduled deployment after the schedule has been locked may be subject to additional fees plus any actual and reasonable travel expenses incurred. See Definitions "Cancellation" and "Reschedule" for fee schedule.
- 12) Prices exclude costs for procurement of any hardware or software.
- 13) Payment for any hardware ordered from Dell is due in accordance with Dell's standard terms for such purposes (unless the parties have entered into a separate agreement regarding acquisition of the hardware, in which case payment for the hardware would be due in accordance with such separate agreement) and shall in no case be contingent upon performance or delivery of the Services and/or installation described in this SOW.
- 14) For clarity, any hardware failures that are discovered in connection with Dell's delivery of the Services will be resolved via the Customer's existing warranty for such failed hardware. In the event warranties for failed hardware are expired or otherwise not effective, DT Services will provide reasonable support to Customer to facilitate resolution of the failed hardware so that Services hereunder may be completed. In no event will DT Services assume financial responsibility for Customer's failed hardware where such failure is not the direct result of DT Services' actions as indicated by root cause analysis.

6 CHANGE MANAGEMENT PROCESS

To ensure the success of this engagement, it is critical that Customer and DT Services have a clear understanding of engagement expectations. The parties will utilize the approach outlined below (the "Change Management Process") for managing changes to the SOW. Customer or DT Services may

propose changes to the Services under this SOW, including Deliverables, scope or any other aspect of the engagement. The Change Management Process for this engagement consists of the following:

- Change Initiation – All proposed changes will be forwarded to, or originated by, the SPOC and documented. A copy of the proposed change request will be forwarded to the Customer Contact. Change requests will be documented using the Change Request.
- Change Validation – DT Services will examine the proposed change and may discuss the change request with the Customer Contact to clarify the details of the request.
- Change Analysis and Impact Analysis – DT Services will analyze the change request and make modifications to the Change Request Form as necessary.
- Change Implementation – If the change request is approved, the change will be noted as “Approved” and will be incorporated into the SOW and managed for progress. If the change is not approved, the change will be noted as “Rejected” and DT Services will continue to perform without regard to the proposed change to the extent practically possible.

The receiving party will review the proposed Change Request Form and will: (i) approve it, (ii) agree to further investigation, or (iii) reject it. Neither Customer nor DT Services will unreasonably withhold or delay its agreement to any proposed change. Investigation must be performed within five (5) business days. Changes agreed upon pursuant to the Change Management Process will not be effective until mutually executed by a duly authorized representative of both parties then, if required, a subsequent contract modification will be executed by both parties, prior to Services being performed. In addition, DT Services shall be relieved of any performance, schedule, milestone, or financial commitments associated with Services affected by Customer's non-compliance with Customer responsibilities or other obligations under this SOW or in the event of any deviation from any assumption, constraint, dependency or engagement scope specification contained in this SOW until an appropriate written change order or other amendment to this SOW addressing the foregoing is approved and signed by the Customer and DT Services.

7 OTHER PROVISIONS

The Services, including any Deliverables, are subject to the following:

- 1) DT Services may use affiliates and subcontractors to perform the Services.
- 2) DT Services may perform all or part of the Services off-site at a DT Services location or other location.
- 3) Customer acknowledges that DT Services will request Customer's participation in a Customer feedback survey. Additionally, DT Services may approach Customer to serve as reference regarding DT Services' performance of the Services. If Customer agrees to be a reference, Customer and DT Services will agree in writing to the terms of such reference. A reference program has been developed to facilitate confidential conversations between DT Services' customers and potential customers.
 - a) Customers are invited to join the program at the conclusion of their project for a period of one year.
 - b) DT Services will only share Customer contact information to a potential customer who is interested in contacting Customer for a discussion on Customer's previous experiences.
 - c) We limit usage of Customer reference to no more than once per month.
 - d) We will not publish Customer name, organization, or any Customer identifiable details based on participation in this program.
- 4) DT Services shall not be responsible for any delay or failure to provide the Services to the extent caused by: (a) failures by Customer to perform its responsibilities under this SOW; (b) materially

inaccurate assumptions; (c) a defect, deficiency or failure with respect to Customer's network, systems, software, data or other equipment; or (d) modifications to Customer's network, systems, or other equipment made by a party other than DT Services or its representatives. In the event that either party becomes aware of the occurrence of one or more of the foregoing events, they shall notify the other party accordingly. Notwithstanding such occurrence, DT Services may, following discussion with Customer regarding the impact of such incident, continue to provide the Services and shall use commercially reasonable efforts to perform the Services under this SOW. Customer will reimburse DT Services for its reasonable additional costs of providing the Services and out of pocket expenses for such efforts to the extent attributable to the items defined above.

- 5) Customer, not DT Services, is responsible for the performance of Customer's employees and agents, including any contribution, alteration, or other modification they make to the Services, including Deliverables, and for the accuracy and completeness of all data, information, and materials provided to DT Services. DT Services is not providing any warranty regarding, and is not liable for, Customer hardware, software, documentation, tools, equipment, or other products, assets, materials, or services. DT Services' performance is dependent upon timely decisions and approvals of Customer in connection with the Services, and DT Services is entitled to rely on all decisions and approvals of Customer.
- 6) The Services and resulting Deliverables may include advice and recommendations, but Customer agrees that all decisions in connection with the implementation of such advice and recommendations will be the responsibility of, and made by, Customer. DT Services is not providing legal or regulatory advice.
- 7) Unless this SOW specifically requires otherwise, DT Services is not providing any third party hardware, software, documentation, tools, equipment, or other products, materials or services, including, without limitation, Dell Technologies Select Products and Brokerage Products (collectively, "**Third Party Products**") to Customer. Customer is solely responsible for the negotiation of an applicable agreement with the applicable third party from whom Customer wishes to license or acquire Third Party Products, the terms of which, including without limitation, the license, warranty, indemnity, maintenance, and support terms, shall govern such license or acquisition. DT Services is not providing any warranty regarding, and is not liable for, any Third Party Products. Third Party Products are not supported or maintained by DT Services and Customer must contact the applicable third party manufacturer or supplier directly for support and maintenance services. Any configuration or modification made by DT Services to any Third Party Products provided by Customer or work product incorporating such items will be subject to the ownership and other rights agreed to by Customer with the applicable third party.
- 8) DT Services will not be responsible for non-performance due to software failure or software errors including any software failures or functionality limitations of Third Party Products.
- 9) DT Services may rely upon any standard operating procedures or practices of Customer and any direction, regulatory guidance, or other guidance provided by Customer.
- 10) Customer is responsible for the identification and interpretation of, and ensuring compliance with, any laws, statutes, rules, regulations, and standards applicable to it or its affiliates' business or operations.
- 11) No Dell Technologies product is or can be licensed or purchased under this document. Any purchase or licensing of Dell Technologies products is governed by the terms of a separate license or purchase agreement between the parties. DT Services' fees set forth herein do not include the cost of the purchase or licensing of any Dell Technologies product.
- 12) The parties agree that scope of this SOW may be reassessed, if deemed necessary by either party, on each anniversary of the effective date of this agreement.
- 13) The functional overview, if applicable, demonstrates basic functionality to familiarize Customer with the implemented in-scope products, demonstrating the product operations as installed in Customer's environment. Knowledge transfer, if applicable, demonstrates best practices to address Customer's skills and resource gaps to ensure successful implementation of Customer's new

technologies. Functional overviews and knowledge transfers are not a substitute for formal Dell Technologies product Customer education.

- 14) A non-deployable system is a Dell-branded system that has failed or is non-functioning at time of install ("NDS"). In the event any Dell-branded equipment covered by this SOW is deemed to be a NDS at the time of installation, DT Services will notify Customer that the equipment is NDS, and if the equipment is under warranty, then Customer is responsible for requesting warranty service per the terms of the warranty associated with the NDS equipment identified.

8 SIGNATURES

Please review this SOW for accuracy. If the terms are acceptable, please sign and return to DT Services via email at MD_Deployment@dell.com. This SOW may be executed in any number of counterpart copies, each of which will be deemed an original, but which taken together will constitute a single instrument. The parties agree to cooperate in good faith to provide each other with a fully executed original of this SOW within five (5) calendar days of any counterpart execution. This SOW together with the Agreement (i) is the complete and exclusive agreement between DT Services and Customer with regard to its subject matter, and supersedes all prior oral or written proposals, agreements, representations and other communications between the parties with respect to the Services described in this SOW; and (ii) will apply in lieu of any different, conflicting or additional terms and conditions which may appear on any order or other document submitted by either party.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed by their duly authorized representatives as of the Effective Date.

Town of Flower Mound

Dell Marketing L.P.

Signature:

Signature:

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Please note that for administrative purposes only, Services may not be scheduled or commenced until DT Services receives and accepts a valid purchase order (“**PO**”) from Customer that references this SOW. Upon receipt of this fully executed SOW and Customer’s PO, the SPOC will contact Customer to begin scheduling Services.

Appendix A: Supported Sites

The Services will be provided for the following supported sites during the term of this SOW. Additional supported sites may be included as mutually agreed between the parties using the Change Management Process.

Supported Site	Address	City	State	Zip	Qty
Town of Flower Mound	6 locations within the Town of Flower Mound	Flower Mound	TX		125

Appendix B: Definitions

Average Installation Time	The Average Installation Time is calculated based on the aggregate quantity of new Client Systems installed per Customer per quarter. Installation times, including quantities of peripherals, will be evaluated on a monthly basis by the Dell PMO.
Cancellation	<u>Site Cancellation</u>: A site cancellation occurs when Customer cancels the Services for the site after the schedule has been locked and Customer either does not set a new date or the new date is scheduled beyond thirty (30) days of the original locked deployment schedule (see "Reschedule"). Site Cancellation Fee Scenarios: For cancellations with six (6) or more business days' notice, and where the site has ten (10) or more users, Customer will be assessed an administrative fee equal to ten (10) percent of the scheduled deployment price for the site. For cancellations with five (5) or less business days' notice, or where the site has less than ten (10) users, Customer will be assessed the full price for the scheduled deployment at the time the schedule was originally locked. <u>User Cancellation</u>: A user cancellation occurs when Customer cancels the Services for the user after the schedule has been locked and Customer either does not set a new date or the new date is scheduled beyond thirty (30) days of the original locked deployment schedule. User Cancellation Fee Scenario: Customer will be assessed the full price of the scheduled deployment for each user within the contiguous delivery of Services. Any new scheduled date for a user that is outside the contiguous delivery of Services will be in accordance with the Change Management Process.
Change Order	A written and signed request by either party requesting change to the set of services or deadlines provided under this SOW. All Change Orders must be executed by both parties in accordance with the Change Management Process described in this SOW.
Clearances	<u>Secret</u>: Dell will provide on-site technical resources with a Secret clearance as defined in the Government-provided "DD Form 254". <u>Top Secret</u>: Dell will provide on-site technical resources with a Top Secret clearance as defined in the Government-provided "DD Form 254". <u>Top Secret-SCI</u> (Sensitive Compartmented Information): Dell will provide on-site technical resources with a Top Secret-SCI clearance as defined in the Government-provided "DD Form 254". NOTE: This level of warranty support is based on the systems being located in areas accessible by non-cleared Dell service personnel. In the event that the systems are relocated and reside in a secure area when onsite service is required, Dell will work with Customer to develop a suitable plan for support. Upon award of a Secret, Top Secret, or Top Secret-SCI contract, Dell's FSO (Facility Security Officer) must receive the Government-issued "CONTRACT SECURITY CLASSIFICATION SPECIFICATION" or most commonly called "DD Form 254" before service can begin. Dell's FSO will manage the "DD Form 254" for validation and processing.
Client Systems	Desktop: CPU and monitor; Laptop: which may include a docking station.

Legacy System	The computer system installed at Customer's site which is to be upgraded or de-installed, removed and replaced with a Dell computer system during a site installation event. Server or workstation class computer systems and external peripherals are not Legacy Systems.
Pricing Structure	<u>Blended Pricing</u> is based on the estimated units to be deployed per site per visit provided by Customer prior to the deployment. Variances in the estimated units to be deployed in excess of (+/-) five (5) percent of the actual units deployed per site per visit will be subject to Tiered Pricing. <u>Tiered Pricing</u> is based on actual units deployed per site per visit.
Reschedule	<u>Site Reschedule</u>: A site reschedule occurs when Customer reschedules the Services to be performed within thirty (30) days of the original locked deployment schedule (see "Cancellation"). Site Reschedule Fee Scenarios: For reschedules with six (6) or more business days' notice, and where the site has ten (10) or more users, Customer will be assessed an administrative fee equal to ten (10) percent of the scheduled deployment price for the site. For reschedules with five (5) or less business days' notice, or where the site has less than ten (10) users, Customer will be assessed the full price for the scheduled deployment at the time the schedule was originally locked. <u>User Reschedule</u>: A user reschedule occurs when Customer reschedules the Services to be performed within thirty (30) days of the original locked deployment schedule. User Reschedule Fee Scenarios: Providing Dell can perform Service within the contiguous delivery of Services, Customer will be assessed the full amount of the scheduled deployment for each user. Users rescheduled outside the contiguous delivery of Services will be in accordance with the Change Management Process.
Schedule Group	A group of deployment events that are scheduled to occur on a specific date at a specific time at a specific location.
Services	The complete set of services to be performed by Dell described in this Statement of Work "SOW."

Time & Materials Pricing Table

Time & Materials Concept	Disposition	Cost
Additional Days Warehousing	Per Unit	\$5.00
Time & Materials Rates - (During Service Hours - Per Hour)	N/A	\$58.00
Time & Materials Rates - (Outside Service Hours - Per Hour)	N/A	\$64.00
Project Management Office (Extension Fee for Services Beyond Term - Per Week)	N/A	\$4425.00

Appendix C: Major Metropolitan Areas

The Services will be provided for the following supported sites during the term of this SOW. Additional supported sites may be included as mutually agreed using the Change Management process as defined in section 6.

City	State	City	State	City	State
Anchorage	AK	Honolulu	HI	Toledo	OH
Birmingham	AL	Cedar Rapids	IA	Youngstown	OH
Fayetteville	AR	Des Moines	IA	Oklahoma City	OK
Little Rock	AR	Boise	ID	Tulsa	OK
Chandler	AZ	Chicago	IL	Portland	OR
Gilbert	AZ	Fort Wayne	IN	Bethlehem	PA
Phoenix	AZ	Indianapolis	IN	Harrisburg	PA
Scottsdale	AZ	Kansas City	KS	Lancaster	PA
Tucson	AZ	Wichita	KS	Philadelphia	PA
Anaheim	CA	Lexington	KY	Pittsburgh	PA
Bakersfield	CA	Louisville	KY	Scranton	PA
Chula Vista	CA	Baton Rouge	LA	Providence	RI
Fontana	CA	New Orleans	LA	Columbia	SC
Fremont	CA	Boston	MA	Greenville	SC
Fresno	CA	Worcester	MA	Chattanooga	TN
Irvine	CA	Baltimore	MD	Knoxville	TN
Long Beach	CA	Portland	ME	Memphis	TN
Los Angeles	CA	Detroit	MI	Nashville	TN
Modesto	CA	Grand Rapids	MI	Amarillo	TX
Oakland	CA	Minneapolis	MN	Arlington	TX
Ontario	CA	St. Paul	MN	Austin	TX
Oxnard	CA	Kansas City	MO	Corpus Christi	TX
Riverside	CA	St. Louis	MO	Dallas	TX
Sacramento	CA	Jackson	MS	El Paso	TX
San Bernardino	CA	Charlotte	NC	Fort Worth	TX
San Diego	CA	Durham	NC	Garland	TX
San Francisco	CA	Fayetteville	NC	Grand Prairie	TX
San Jose	CA	Greensboro	NC	Houston	TX
Santa Ana	CA	Raleigh	NC	Irving	TX
Stockton	CA	Winston-Salem	NC	Laredo	TX
Aurora	CO	Lincoln	NE	Lubbock	TX
Colorado Springs	CO	Omaha	NE	Mckinney	TX
Denver	CO	Jersey City	NJ	Plano	TX
Bridgeport	CT	Newark	NJ	San Antonio	TX
Hartford	CT	Albuquerque	NM	Ogden	UT
New Haven	CT	Henderson	NV	Provo	UT
Washington	DC	Las Vegas	NV	Salt Lake City	UT
Cape Coral	FL	Reno	NV	Arlington	VA
Daytona Beach	FL	Albany	NY	Chesapeake	VA
Fort Lauderdale	FL	Buffalo	NY	Norfolk	VA

Jacksonville	FL	Manhattan	NY	Richmond	VA
Miami	FL	New York	NY	Virginia Beach	VA
Orlando	FL	Rochester	NY	Seattle	WA
Port St. Lucie	FL	Syracuse	NY	Spokane	WA
Sarasota	FL	Yonkers	NY	Tacoma	WA
St. Petersburg	FL	Cincinnati	OH	Vancouver	WA
Tampa	FL	Cleveland	OH	Madison	WI
Atlanta	GA	Columbus	OH	Milwaukee	WI
Augusta	GA	Dayton	OH		

Appendix D: Data Migration Survey

Please fill out this form to help facilitate proper data migration.

General Information	
Username:	
Old model:	
New Model:	
Department:	
New Computer name:	

Join Domain ☐ yes ☐ no	
Domain administrator credentials must be provided if technician is performing join.	
Domain Name:	

Standard profile migration includes all documents saved to user profile under *active drive/users/{username}*.

Size of User Folder in GB	
---------------------------	--

Custom Migration – includes installation of below applications use separate sheet if more application loads are required			
Application	Media (cd/usb/internet)	Size of App in GB	Special Instructions



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: November 15, 2021

FROM: Kay Wilkinson, Budget Officer

ITEM: Consider approval of a Third Amendment to a Tower-Ground Lease Agreement with AT&T located at 3810 Bruton Orand Road.

BACKGROUND INFORMATION: The original lease with AT&T was approved by Council on August 18, 2003. The lease allows AT&T to place equipment on the Town's water tower at 3810 Bruton Orand Road. Council approved the first amendment on March 14, 2011, and the second amendment on November 7, 2011.

This amendment extends the expiration date of the agreement to October 31, 2028. Starting November 1, 2022, the rent shall be \$31,735 per year. Rent will increase by 15% starting November 1, 2023, and will increase 15% at the beginning of each 5-year extension period. The agreement will automatically renew without further action unless either party notifies the other in writing at least 18 months prior to the next 5-year extension period. No additional equipment will be added to the Tower at this time.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$31,735

Proposed Expenditure/ (Revenue):

\$(31,735)

Account Number(s):

100-4510

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

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

ATTACHMENTS:

1. Third Amendment to Tower-Ground Lease Agreement

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

Market: N. TX
 Cell Site Number: DX0502
 Cell Site Name: FM 1171/Bruton Orand
 Fixed Asset Number: 10105545

THIRD AMENDMENT TO TOWER/GROUND LEASE AGREEMENT

THIS THIRD AMENDMENT TO TOWER/GROUND LEASE AGREEMENT (“**Amendment**”) dated as of the later date below is by and between Town of Flower Mound, Texas, having a mailing address at 2121 Cross Timbers Road, Attn: Town Mayor, Flower Mound, TX 75028 (“**Lessor**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address at 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319 (“**Lessee**”).

WHEREAS, Lessor and Lessee (or its affiliate or predecessor in interest) entered into a Tower/Ground Lease Agreement dated August 18, 2003, as amended by First Amendment to Tower/Ground Lease Agreement dated March 14, 2011, and as amended by Second Amendment to Tower/Ground Lease Agreement dated November 7, 2011, whereby Lessor leased to Lessee certain Leased Premises, therein described, that are a portion of the property (“**Property**”) located at 3810 Bruton Orand Road, Flower Mound, TX 75022 (collectively, the “**Agreement**”); and

WHEREAS, the term of the Agreement will expire on October 31, 2028, and the parties mutually desire to renew the Agreement, memorialize such renewal period and modify the Agreement in certain other respects, all on the terms and conditions contained herein; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to extend the term of the Agreement; and

WHEREAS, Lessor and Lessee desire to adjust the Rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to clarify the scope of Lessee's permitted use of the Leased Premises; and

WHEREAS, Lessor and Lessee, desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Lessor and Lessee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. **Term.** The term of the Agreement shall be amended to provide that the current term, which commenced on November 1, 2018, shall expire on October 31, 2023 (“**Current Term**”), and

commencing on November 1, 2023, will be automatically renewed, upon the same terms and conditions of the Agreement, for five (5) additional five (5) year terms (each an “**Extension Term**”). Hereafter, “**Term**” shall include the Current Term and any applicable Extension Term. The Terms will automatically renew without further action by Lessee, unless either Party notifies the other in writing of its intention not to renew the Agreement at least eighteen (18) months prior to the expiration of the Current Term or any Extension Term. as such permitted use or other rights may be amended herein, Lessee may continue to use and exercise The Parties’ obligations will remain in effect during the eighteen (18) months after providing written notice of an intent not to renew. Lessor agrees and acknowledges that, except its rights under the Agreement as permitted prior to the first Extension Term. Lessor agrees and acknowledges that, except as such permitted use or other rights may be amended herein, Lessee may continue to use and exercise its rights under the Agreement as permitted prior to the first Extension Term.

2. **Modification of Rent.** Commencing on November 1, 2022, the current Rent payable under the Agreement shall be Thirty-One Thousand Seven Hundred Thirty-Five and No/100 Dollars (\$31,735.00) per year (the “**Rent**”), and shall continue during the Term, subject to adjustment, if any, as provided below. In the event of any overpayment of Rent prior to or after the Effective Date, Lessee shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount.

3. **Future Rent Increase / Extension Term Increase.** The Agreement is amended to provide that commencing on November 1, 2023, Rent shall increase by fifteen percent (15%) and at the beginning of each Extension Term, as applicable.

4. **Permitted Use.** Lessee, its personnel, invitees, contractors, agents, sublessees, or its authorized sublessees, or assigns may use the then current Premises, as defined in the lease, at no additional cost or expense, for the transmission and reception of any and all communications signals and, with prior written notice to landlord, to modify, supplement, replace, upgrade, expand, including but not limited to the number and type(s) of antennas, or refurbish the equipment and/or improvements thereon, or relocate the same **within the Premises** at any time during the term of this Lease for any reason, or in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services or for any other reason. Lessor shall reasonably cooperate in obtaining governmental and other use permits or approvals necessary or desirable for the foregoing permitted use. If Lessor does not comply with the terms of this section, in addition to any other rights it may have at law, Lessee may terminate this Lease and shall have no further liability to Lessor. If Lessor does not comply with the terms of this section, Lessee will have the right to exercise any and all rights available to it under law and equity, including the right to cure Lessor’s default and to deduct the costs of such cure from any monies due to Lessor from Lessee

5. **Acknowledgement.** Lessor acknowledges that: 1) this Amendment is entered into of the Lessor’s free will and volition; 2) Lessor has read and understands this Amendment and the underlying Agreement and, prior to execution of this Amendment, was free to consult with counsel of its choosing regarding Lessor’s decision to enter into this Amendment and to have counsel review the terms and conditions of this Amendment; 3) Lessor has been advised and is informed that should Lessor not enter into this Amendment, the underlying Agreement between Lessor and

Lessee, including any termination or non-renewal provision therein, would remain in full force and effect.

6. **Notices.** Paragraph 16 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Lessor:

Town of Flower Mound, Texas
Attn: Town Mayor
2121 Cross Timbers Road
Flower Mound, TX 75028

Town of Flower Mound, Texas
Attn: Town Attorney
2121 Cross Timbers Road
Flower Mound, TX 75028

If to Lessee:

New Cingular Wireless PCS, LLC
Attn: TAG – LA
Re: Cell Site #: DX0502
Cell Site Name: FM 1171/Bruton Orand (TX)
Fixed Asset #: 10105545
1025 Lenox Park Blvd. NE
3rd Floor
Atlanta, GA 30319

With a copy to:

New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site #: DX0502
Cell Site Name: FM 1171/Bruton Orand (TX)
Fixed Asset #: 10105545
208 S. Akard Street
Dallas, Texas, 75202-4206

The copy sent to the Legal Department or Town Attorney is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

7. **Charges.** All charges payable under the Agreement such as utilities and taxes shall be billed by Lessor within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Lessor, and shall not be payable by Lessee. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Lessor. The provisions of this subsection shall survive the termination or expiration of the Agreement.

8. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

9. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective as of the last date written below.

LESSOR:

Town of Flower Mound, Texas

LESSEE:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

[ACKNOWLEDGEMENTS APPEAR ON THE NEXT PAGE]

LESSOR ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____)

I CERTIFY that on _____, 202__,
 _____ [name of representative] personally came before me and
 acknowledged under oath that he or she:

(a) is the _____ [title] of **Town of Flower Mound, Texas,** the
 corporation named in the attached instrument;

(b) was authorized to execute this instrument on behalf of the corporation; and

(c) executed the instrument as the act of the corporation.

 Notary Public: _____

My Commission Expires: _____



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: November 15, 2021

FROM: Brittnei Barnett, Grants and Financial Analyst

ITEM: Consider approval of a resolution accepting grant funds from the Department of Justice's Office of Justice Programs for the purchase of bulletproof vests for the Police Department as part of the FY 2021 Bulletproof Vest Partnership.

BACKGROUND INFORMATION: The Town applied for and was awarded a grant in the amount of \$12,934.74 from the Department of Justice Office of Justice Programs for the FY 2021 Bulletproof Vest Partnership Program. The Bulletproof Vest Partnership Program reimburses municipalities up to 50% of the cost of body armor vests purchased for law enforcement officers, and the remaining 50% will come out of the General Fund Police Services budget.

If approved, this grant, along with the Town's match, will allow the Town to purchase at least 26 bulletproof vests for the Police Department.

This grant does not have a formal agreement the Mayor must sign. The Town received email notification that we were awarded a grant under the FY 2021 Bulletproof Vest Partnership solicitation. The funds are already posted to the Town's Bulletproof Vest Partnership System, and are ready to spend after Council's approval.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$25,869.48

Proposed Revenue:	Account Number(s):
(\$25,869.48)	Grant Fund
Proposed Expenditure:	Account Number(s):
\$25,869.48	Grant Fund

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

LEGAL REVIEW: Alicia K. Kreh of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the attachments as to form and legality.

ATTACHMENTS:

1. Resolution
2. Award Notification

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 ACCEPTANCE OF GRANT FUNDS FROM THE DEPARTMENT OF JUSTICE'S OFFICE OF JUSTICE PROGRAMS FOR THE FISCAL YEAR 2021 BULLETPROOF VEST PARTNERSHIP PROGRAM; APPROVING THE PURCHASE OF BULLETPROOF VESTS FOR THE TOWN USING AWARDED GRANT FUNDS; PLEDGING THAT THE TOWN OF FLOWER MOUND WILL COMPLY WITH ALL PROGRAM REQUIREMENTS OF THE BULLETPROOF VEST PARTNERSHIP PROGRAM.

WHEREAS, the Town of Flower Mound applied for and has been awarded a grant in the amount of \$12,934.74 from the FY 2021 Department of Justice's Office of Justice Programs for the Bulletproof Vest Partnership Program to provide funding for purchase of bulletproof vests for the Town of Flower Mound Police Department; and,

WHEREAS, the Town Council of the Town of Flower Mound finds that it is in the best interest of the health, safety, and general welfare of the citizens of the Town to accept the awarded grant funds and authorize the purchase of bulletproof vests for the Town of Flower Mound Police Department with said funds.

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

SECTION 1

That all of the above recitations are true and correct and adopted as if fully set out herein.

SECTION 2

The Town of Flower Mound approves and accepts the awarded grant amount of \$12,934.74 from the FY 2021 Department of Justice's Office of Justice Programs for the Bulletproof Vest Partnership Program.

SECTION 3

The grant funds are hereby authorized to be used to fund equipment in accordance with the grant award and will be used only for the purposes for which they are intended under the program.

SECTION 4

This Resolution shall be effective upon its adoption.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____ ON THIS 15TH DAY OF NOVEMBER, 2021.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

Brittni Barnett

From: Brittni Barnett
Sent: Tuesday, October 19, 2021 12:39 PM
To: Brittni Barnett
Subject: FW: Bulletproof Vest Partnership (BVP) – FY 2021 Award Announcement – Awards On Hold

From: BVP Email Account <ojp@public.govdelivery.com>
Sent: Thursday, October 14, 2021 10:33 AM
To: Colin Sullivan <colin.sullivan@flower-mound.com>
Subject: Bulletproof Vest Partnership (BVP) – FY 2021 Award Announcement – Awards On Hold

Dear BVP applicant,

The Bureau of Justice Assistance (BJA) is pleased to inform you that your jurisdiction will receive an award under the Fiscal Year (FY) 2021 Patrick Leahy Bulletproof Vest Partnership (BVP) solicitation. These funds have been posted to your account in the [BVP System](#). A complete list of FY 2021 BVP awards is available at: <https://www.ojp.gov/program/bulletproof-vest-partnership/overview>. **However, the 2021 BVP award for jurisdiction will be on hold until SAM registration is completed and the BVP Helpdesk is notified. Please see the steps below:**

1. Your jurisdiction must be registered in SAM.gov. **For more information about renewing and updating your existing SAM registration, or registering in SAM as a new entity, please visit <https://sam.gov/content/status-tracker>. The SAM Helpdesk can be reached at 866-606-8220.**

2. Please confirm your Jurisdiction Name (Vendor Name) registered, DUNS number, and Address between BVP and SAM. Please update SAM with the latest banking information for your jurisdiction.

Please send an email to the BVP Service Desk at: Vests.Vests@ojp.usdoj.gov to confirm you have registered in SAM.gov and to confirm your Jurisdiction Name (Vendor Name) registered, DUNS number, and Address between BVP and SAM.

The FY 2021 award may be used for National Institute of Justice (NIJ) compliant armored vests which were ordered after April 1, 2021. The deadline to request payments from the FY 2021 award is August 31, 2023, or until all available funds have been requested. Awards will not be extended past that date, and any unused funds will be forfeited.

Please see the following websites for a list of NIJ compliant vests: <https://citech.org/compliance-testing-program/compliant-product-lists/>

As a reminder, all jurisdictions that applied for FY 2021 BVP funding certified that a mandatory wear policy was in place for their jurisdiction. BJA will be conducting reviews of the mandatory wear policies as funds are requested from the BVP

System. For more information on the BVP mandatory wear policy, please see the BVP Frequently Asked Questions document: https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/FAQsBVPMandatoryWearPolicy_0.pdf

Finally, please visit the following page for checklists and guides for each step of the BVP process:

<https://www.ojp.gov/program/bulletproof-vest-partnership/program-resources>

For questions regarding the BVP Program or your award, please do not hesitate to contact the BVP Help Desk at vests@usdoj.gov or 1-877-758-3787.

Thank you,

BVP Program Support Team
Bureau of Justice Assistance

This email was sent to colin.sullivan@flower-mound.com using GovDelivery Communications Cloud on behalf of: Department of Justice · Washington, DC



TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: November 15, 2021

FROM: Paul Henley, Fire Chief *PH*

ITEM: Consider approval of the purchase of fifty sets of bunker gear, replacement gloves and gear cleaner from NAFECO, Inc. through BuyBoard Purchasing Contract No. 603-20 in the total amount of \$162,733.36 and authorization for the Mayor to approve same on behalf of the Town.

BACKGROUND INFORMATION: This purchase represents an ongoing project of providing each firefighter with replacement gear as it reaches end of life on a seven-year cycle. As sets of active and reserve gear are inspected and tested, those failing to meet compliance with NFPA 1851 mandates must be taken out of service and retired. This purchase will also provide turnout gear for the six new firefighters approved in the FY21/22 budget.

FISCAL IMPACT: \$162,733.36

Proposed Expenditure/(Revenue):	Account Number(s):
\$162,733.36	100-660-63000-2270

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Verified BuyBoard Contract No. 603-20 - Nafeco

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



Phone: 800.695.2919
Email:
info@buyboard.com

[Administration](#)[RFQ](#)[Reports](#)[Shopping Cart](#)[Welcome Marquita](#)
[Help](#) [[Log Off](#)]

Vendor Contract Information

[Back](#)

Searches:

[Search by Vendor](#)[Browse Contracts](#)

Search:

603-20

☒ All☐ Vendor Discounts Only☐ Catalog Pricing Only

Refine Your Search:

[Vendors](#)

NAFECO[X]

[Price Range](#)

Show all prices

[Category](#)

Breathing Apparatus, Protective

Clothing, Turnout & Rescue Gear,

Helmets, Gear Bags & Nomex

Station Uniforms[X]

[Contract](#)

None selected

Vendor Name: NAFECO**Address:** 1515 W Moulton Street

Decatur, AL 35601

Phone Number: (256) 353-7100**Email:** lynn.clemons@nafeco.com**Website:** <http://www.nafeco.com>**Federal ID:** 63-0725655**Contact:** Lynn Clemons**Accepts RFQs:** Yes**Minority Owned:** No**Women Owned:** No**Service-Disabled Veteran Owned:** No**EDGAR Forms Received:** Yes**No Israel Boycott Certificate:** Yes**No Excluded Foreign Terrorist Orgs:** Yes**Contract Name:** Public Safety and Firehouse Supplies and Equipment**Contract#:** 603-20**Effective Date:** 04/01/2020**Expiration Date:** 03/31/2023**Payment Terms:** Net 30 days**Delivery Days:** 60**Shipping Terms:** Common Carrier**Freight Terms:** FOB Destination**Ship Via:** Common Carrier**Region Served:** All Texas Regions**States Served:** All States**Quote Reference Number:** 603-20**Return Policy:** Please see Extended Exceptions for return policy

[Additional Resources](#)

Contract Documents

EDGAR Notice: [Click to view EDGAR Notice](#)**Proposal Documents:** [Click to view BuyBoard Proposal Documents](#)**Regulatory Notice:** [Click to view Bonding Regulatory Notice](#)**Proposal Files:** [Click to view Vendor Proposal Files Documents](#)**Extended Exceptions:** [Click to view Vendor Extended Exceptions Documents](#)

Contact us 800.695.2919



TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: November 15, 2021

FROM: Wendell Mitchell, Assistant Police Chief *WMM*

ITEM: Consider approval of the purchase from Axon Enterprise, Inc., for the acquisition of Axon body worn cameras, related hardware, and licensing; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Flower Mound Police Department is presently in year three of a five-year agreement with Axon Enterprise, Inc. for body-worn cameras. The addition of these fourteen (14) cameras to our existing agreement will provide cameras to newly authorized positions and staff who were not assigned cameras as part of the initial rollout.

Body-worn cameras are a best practice for law enforcement agencies worldwide and have been incorporated by the Flower Mound Police Department for almost three years. These systems effectively collect valuable evidence, enhance officer training, and improve transparency related to interactions. The current agreement with Axon Enterprise, Inc. was previously reviewed by legal.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: The use of body-worn cameras is a best practice for police agencies and public expectation, but it is not required by statute.

FISCAL IMPACT: \$23,360

Proposed Expenditure/(Revenue):	Account Number(s):
\$23,360	100-640-43500-5020

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

LEGAL REVIEW: Purchase agreements for these Axon products and licensing have previously been reviewed by attorneys with Taylor, Olson, Adkins, Sralla, & Elam L.L.P., as to form and legality.

ATTACHMENTS:

1. Quote

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



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-342026-44476.860KP

Issued: 10/07/2021



Quote Expiration: 11/30/2021

EST Contract Start Date: 12/01/2021

Account Number: 157674

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business;Delivery;Invoice-4150 Kirkpatrick Ln 4150 Kirkpatrick Ln Flower Mound, TX 75028-1400 USA	Flower Mound Police Dept. - TX 4150 Kirkpatrick Ln Flower Mound, TX 75028-1400 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Panasewicz Phone: +1 4803294734 Email: kylep@axon.com Fax: (480) 905-2071	Phone: 972-874-6587 Email: darren.branch@flower-mound.com Fax:

Program Length	24 Months
TOTAL COST	\$33,944.00
ESTIMATED TOTAL W/ TAX	\$33,944.00

Bundle Savings	\$0.00
Additional Savings	\$0.00
TOTAL SAVINGS	\$0.00

PAYMENT PLAN		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1 HW	Nov, 2021	\$12,776.00
Year 1	Nov, 2021	\$10,584.00
Year 2	Nov, 2022	\$10,584.00

Quote Details

Bundle Summary		
Item	Description	QTY
AB3C	AB3 Camera Bundle	14
AB3MBD	AB3 Multi Bay Dock Bundle	2
ProLicense	Pro License Bundle	14
DynamicBundle	Dynamic Bundle	1

Bundle: AB3 Camera Bundle Quantity: 14 Start: 12/1/2021 End: 11/30/2023 Total: 9786 USD			
Category	Item	Description	QTY
Camera	73202	AXON BODY 3 - NA10	14
Camera Mount	74028	WING CLIP MOUNT, AXON RAPIDLOCK	16
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	16

Bundle: AB3 Multi Bay Dock Bundle Quantity: 2 Start: 12/1/2021 End: 11/30/2023 Total: 2990 USD			
Category	Item	Description	QTY
Dock	74210	AXON BODY 3 - 8 BAY DOCK	2
Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2

Bundle: Pro License Bundle Quantity: 14 Start: 12/1/2021 End: 11/30/2023 Total: 13104 USD			
Category	Item	Description	QTY
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	14
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	42

Bundle: Dynamic Bundle Quantity: 1 Start: 12/1/2021 End: 11/30/2023 Total: 8064 USD			
Category	Item	Description	QTY
Other	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	14

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard 568-18 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

10/7/2021



TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: November 15, 2021

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

ITEM: Consider approval of the purchase of Screening Wall Repair Services from Aber Fence and Supply Company, in the amount of \$146,536.00.

BACKGROUND INFORMATION: On February 22, 2018, bids were received and opened for screening wall repair services. Only one bid was received, for a total base bid of \$192,000.00. This bid was significantly higher than the budget approved at the time. The Screening Wall Repair Services went to bid again, with no responsive bidders. This was the third time the services were bid. Staff negotiated a reduced scope services to be within budget.

Staff engaged the contractor to extend the scope of repairs for the remainder of the work needed. The contractor elected not to extend the repair services.

After many months of phone calls, emails, and site meetings staff found a contractor willing to perform the repair services. Staff negotiated a scope and fee to complete the screening wall repair. Funding for the additional screening wall repair was approved as a decision package in the FY2021-2022 budget.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: Not repair the screening wall.

FISCAL IMPACT: \$146,536.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$146,536.00	100-690-92240-4303

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Aber Fence Proposal

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

ABER FENCE AND SUPPLY COMPANY

12239 MOSIELEE STREET, HOUSTON, TEXAS 77086
 TEL: (281) 931-1600 FAX: (281) 931-1678
tomm@aberfence.com

PROJECT BID

DATE: October 22, 2021

ATTN: Town of Flower Mound, Texas (Attn: Mr. Clayton Riggs)
 2121 Cross Timbers Road, Flower Mound, TX 75028
 972-874-6000 972-874-6411 clayton.riggs@flower-mound.com

PROJECT: AFTEC Repair/Refurbish Project
 Long Prairie Road/AKA: FM 2499
 Flower Mound, Texas 75028

SCOPE: (A.) Repair of (5) damaged AFTEC piers

1. Order engineering review for specification design of repair
2. Remove (10) 8' height AFTEC wall panels
3. Repair concrete footings to engineer's specifications
4. Re-install (10) AFTEC 8' height panels
5. Installing temporary chain link fencing for security during this process
6. This proposal does not include traffic control. Below price will have additional cost added if traffic control is to be performed by Aber Fence
7. In event existing AFTEC panel breaks apart during repair process a replacement panel will require additional cost of \$6,500.00 each
8. Investment for Scope A: **\$49,615.00**. If additional piers are added to this project, the cost will be \$5,000.00 for each additional pier.

(B.) Grind and patch 4,844 linear feet of existing AFTEC panels at this location in the Common areas as outlined by Customer

1. Traffic control is not included and it is anticipated Customer will furnish traffic control during this phase of refurbishment
2. Investment for Scope B: **\$29,024.00**.

(C.) Re stain and reseal 4,844 linear feet of existing AFTEC panels at this location in the Common areas as outlined by Customer similar to existing color selection

1. Traffic control is not included as it is anticipated Customer will furnish traffic control during this phase of refurbishment
2. Investment for Scope C: **\$53,243.00**.

(D). Initial Mobilization cost

1. Investment for Scope D: **\$14,654.00**

TOTAL INSTALLED PRICE: **\$ 146,536.00.**

EXCLUSIONS: All Electrical Fence Grounding, Concrete Mow Bands, Clearing, grading, or staking of the fence lines. Locating and/or marking of all private underground utilities, breaking thru concrete, asphalt, and rock, stabilized or compacted soil to set posts, or any material that results in excess of equipment or labor.

REMARKS: Prices valid for 30 days upon issuance of this proposal.

ABER FENCE and SUPPLY COMPANY, INC. IS FULLY INSURED and BONDABLE

We at ABER FENCE and SUPPLY COMPANY sincerely appreciate having the privilege of bidding your project. If I can answer any questions or be of further assistance, please do not hesitate to call me at the office number above, mobile at 713-545-5105 or email me at tomm@aberfence.com. Thank you for your consideration and we look forward to hearing from you in the near future.

By: Tom McKenna
COMMERCIAL SALES DIVISION

PLEASE SEE OUR WORK @ WWW.ABERFENCE.COM



TOWN COUNCIL AGENDA ITEM NO. 9

CONSENT ITEM

DATE: November 15, 2021

FROM: Chuck Jennings, Parks and Recreation Director

ITEM: Consider approval of the purchase of outdoor fitness equipment from MoveStrong Functional Training Equipment, LLC, for the Heritage Park Improvements project, in the amount of \$74,576.93, and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Parks Board, Community Development Corporation, and Town Council approved enhancements at various parks, which included the addition of an outdoor fitness area for residents within Heritage Park for fiscal year 2020-2021. This Capital Improvement Program project will be funded through the 4B fund utilizing sales tax revenue.

Over the years, the Town has added smaller individual exercise machines along the trail system and within a few parks. Town staff and the Parks Board have heard from multiple residents that a large functional training/fitness area was needed to provide for a more complete workout and Heritage Park provided an ideal location. Heritage Park is the Town's largest and most active community park which consists of 79-acres and was completed in four phases. The 2017 Parks and Trails Master Plan ranked adult fitness and wellness programs as the #1 top priority. Having an enhanced outdoor fitness area with these types of amenities will provide opportunities to expand programming and will give the residents a high-quality outdoor fitness "playground" experience. These improvements were subsequently added to the Heritage Park Improvements project in the Five-Year CIP by the Parks Board in June of 2020.

This item provides for the purchase and shipping of the MoveStrong outdoor fitness equipment. MoveStrong does not provide installation and must be installed by others. Their functional training equipment is customizable and built for outdoor year-round use in a commercial setting. MoveStrong blends the best of old school calisthenics with the latest in functional fitness training. The equipment can be built to size and specific training features to accommodate any space and user abilities. Their equipment is great for individual and group fitness workouts. MoveStrong offers the T-Rex functional training multi-use station that combines nicely with their Fitground outdoor individual stations to offer a complete outdoor fitness playground.

BOARD REVIEW/CITIZEN FEEDBACK: The Parks Board approved the list of projects for the FY 2020-2021 CIP which included funding for the Heritage Park Improvements project in the amount of \$700,000.00 by a vote of 6 to 0 at their June 4, 2020, meeting. The Community Development Corporation approved funding for the FY 2020-2021 CIP, recommended by the Parks Board, by a vote of 6 to 0 at their June 30, 2020, meeting.

ALTERNATIVES/OPTIONS: The Town Council can deny approval of the purchase and direct staff to delay or cancel the project.

FISCAL IMPACT: \$74,576.93

Proposed Expenditure/(Revenue):

\$74,576.93

Account Number(s):

317-110-90704

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

tw

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

- Dedicated Sales Tax \$ 700,000

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Quote
2. Equipment Layout

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



Administrative Office:
 5726 Marlin Road
 Suite 420
 Chattanooga, TN 37411
 (855) 728-8700
 www.movestrongfit.com

Sales Representative	Jared Kuka	Quote Number	00009592
		Created Date	10/26/2021
Payment Terms	50% Deposit with Balance due in 4 Weeks	Expiration Date	11/30/2021

Contact Information

Prepared By	Amy Paty	Contact Name	Chuck Jennings
Phone	(423) 451-4798	Phone	(972) 874-6273
Email	amy@movestrongfit.com	Email	chuck.jennings@flower-mound.com
Fax	(423) 451-4832		

Address Information

Bill To Name	Town of Flower Mound, TX	Ship To Name	Heritage Park
Bill To	2121 Cross Timbers Road Flower Mound, TX 75028	Ship To	Flower Mound, TX 75028

Quote Line Items

Product	Product Description	Line Item Description	Sales Price	Quantity	Total Price
T-Rex - 12 Post T-Rex w/Recommended Training Features (2 Loop Post) 2021	T-Rex 12 Post w/Recommended Training Options: (2)T-Rex Ab Board Post w/Adjustable Ab Bench. Patent Pending Design w/ Stainless Steel Adjustment Plate Kit. (2)T-Rex Step Post w/Adjustable Step Attachment. Patent Pending Design w/ Stainless Steel Adjustment Plate Kit. (2)T-Rex Dip Post w/Adjustable Dip Attachment. Patent Pending Design w/ Stainless Steel Adjustment Plate Kit. (2)T-Rex Center Post Assembly w/Medicine Ball Targets (1 Dual Sided and 1 Single Low Target) (1)T-Rex KickPlate Post w/ KickPlate and Y-Extender Attachment (1)T-Rex Loop Post w/ Y-Extender Attachment (1)T-Rex Loop Post (1)T-Rex Standard Post w/Post Extension Hanger (1)T-Rex Monkey Bar Bridge Package with (1) Pull-up Bar Side Rail and (1) Globe Grip Side Rail (1)T-Rex Monkey Bar Bridge Package with (1) Cliff Hanger Side Rail and (1) Globe Grip Side Rail. (1)T-Rex Climber Bar (5)T-Rex Standard Pull-Up Bars (2)T-Rex Ergo Pull-Up Bar with 2 sets of handles Includes Topcaps and Hardware Kit		\$45,870.00	1.00	\$45,870.00
T-Rex - Battle Rope Anchor Kit	T-Rex Rope Anchor Kit Includes: (1) T-Rex Battle Rope Anchor - Clamp anchor attaches to bottom of T-Rex post (2) 20' Power Conditioning Rope, 1 1/2" diameter with 3/8" x 2" spliced in ring.	Battle Rope Station for Center Post	\$479.00	2.00	\$958.00
T-Rex - Outdoor Ring Set w/8' Chains	Outdoor Ring Set includes: (2) Rings, (2) 8' Chains and Hardware Set.	Outdoor Ring Set for Y-Extender	\$550.00	1.00	\$550.00
	11' 1.5" Diameter Outdoor Climbing Rope, Black Polydacron with spliced on 5/8" Galvanized Clevis and poly boot end. Includes Rest Grip Knots. Installation NOTES: When installing your Climbing Rope w/ Galvanized				



Administrative Office:
 5726 Marlin Road
 Suite 420
 Chattanooga, TN 37411
 (855) 728-8700
www.movestrongfit.com

Ropes: Climbing Rope 11' Black Outdoor Package	Clevis, we highly recommend applying an acrylic caulk to threads of the clevis pin. This will add more grip. Tighten as much as possible. Regular inspections of your equipment and connection points are mandatory whether you use caulk or not. Acrylic caulk can be purchased at most hardware and/or paint stores. NOTE: The Clevis will work if tightened properly but we always prefer to use the caulk on all threaded products for extra grip and to discourage theft.	Outdoor Climbing Rope For Y-Extender	\$169.00	1.00	\$169.00
FitGround Elevate Rope Trainer	Elevate Bodyweight Resistance Rope Trainer with two Handles and top anchoring loop for attaching to MoveStrong outdoor equipment. Designed for durability, moisture resistant, and for outdoor use. May be used indoors also. Must be anchored properly to secure structure to avoid injury. MADE IN USA.	Elevate Rope Trainer (Suspension Trainer) for Post Extension Hanger or any top post.	\$140.00	2.00	\$280.00
FitGround - Elite Parallel Bars 40"X10' In-Ground Mount	MoveStrong In-Ground Mount Elite Parallel Bars 40" x 10' designed with angled Push-up and Inverted Row Handles.		\$1,480.00	1.00	\$1,480.00
FitGround - Over Under Bar 24" In-Ground Mount	FitGround In-Ground Mount 24" Tall Outdoor post for over-under crawls or balance work. 8' Long		\$1,035.00	2.00	\$2,070.00
FitGround - Over Under Bar 48" In-Ground Mount	FitGround In-Ground Mount 48" Tall Outdoor post for over-under crawls or balance work. 8' Long		\$1,150.00	2.00	\$2,300.00
FitGround - Push-up Bar Assembly In-Ground Mount	MoveStrong In-Ground Mount Dual Height Push-up Bars. 12" Varied handle grip bar and 24" Standard bar.		\$1,285.00	1.00	\$1,285.00
FitGround - Standard Plyo Step 12" In-Ground Mount	MoveStrong Standard In-Ground Mount Plyo Step 12" Polyurea Coated		\$899.00	1.00	\$899.00
FitGround - Standard Plyo Step 18" In-Ground Mount	MoveStrong Standard In-Ground Mount Plyo Step 18" Polyurea Coated		\$915.00	1.00	\$915.00
FitGround - Standard Plyo Step 24" In-Ground Mount	MoveStrong Standard In-Ground Mount Plyo Step 24" Polyurea Coated		\$930.00	1.00	\$930.00
FitGround - Zig Zag Balance Beam	FitGround Zig Zag Balance Beam Features: (2) Straight sections and (1) Turn.		\$1,580.00	1.00	\$1,580.00
FitGround - A-Wall Climber Package w/ Grab Ropes In-Ground Mount	FitGround In-Ground Mount A-Wall Climber features: A-frame shape climber. 9' tall with anti-slip surface. Includes (2) 1.25" x 12'3" Black Polydac Ropes w/Metal Fittings on each end. (2) Stainless Steel 3/8" Quick Links Included. ***IN-GROUND MOUNT ONLY***		\$9,695.00	1.00	\$9,695.00
	MoveStrong Mobile Trainer. Easy to Use, Always There For You! www.movestrong.fit/mobile-trainer				



Administrative Office:
 5726 Marlin Road
 Suite 420
 Chattanooga, TN 37411
 (855) 728-8700
www.movestrongfit.com

MoveStrong Mobile Trainer	GET TRAINING IN 3 STEPS: (1) Locate Training Station Instructional Decal with QR Code (2) Scan the QR Code with Your Phone Camera (3) Watch How-To Videos MOBILE WEBSITE FRIENDLY: -Works on any Mobile Device -No need to download another fitness app. In moments of arrival your customers can refer to the instructional decal or quickly scan the QR code and start watching the instructional videos. ADDING NEW WORKOUTS REGULARLY: We work with several fitness professionals to constantly update the exercise libraries so that your customers get the latest information on targeting their desired muscle groups. Stay up-to-date with our Mobile Trainer platform.		\$145.00	1.00	\$145.00
MoveStrong Mobile Trainer QR Decal Post In-Ground Mount	MoveStrong InGround Mount Instructional Decal Post for Mobile Trainer QR Decals. Decal Post Recommended for the following FitGround/Obstacle Course Equipment: Parallel Bars, Plyo Steps, Quintuple Steps, Balance Steps, Zig Zag Balance Beam, Flip Tire Station, Drive Sled and Strength Logs.	QR Decal Post for Elite Parallel Bars, Plyo Steps & Zig Zag Balance Beam	\$165.00	3.00	\$495.00
T-Rex FitGround - Standard Colors	T-Rex Standard Colors: Black Post with MoveStrong Sky Blue (RAL 5015) Attachments.		\$0.00	1.00	\$0.00
T-Rex/FitGround - Safety Information	Fall Height protection surface is recommended for all equipment exceeding 8' in height. T-Rex Climber bars and Y-Extender with Rope Climb, FitGround Cargo Net and A-Wall, and any other equipment exceeding 8'. Use the surfacing manufactures approved surface for these areas for safety and to avoid fall related injuries.		\$0.00	1.00	\$0.00
MoveStrong Terms & Conditions T-Rex/FitGround	Curbside Delivery Only. PLEASE NOTE: Equipment ships in oversized crates and requires some effort off loading with forklift, or breaking down the crate and off loading the pieces. Installation is not included unless noted on this quote. MoveStrong T-Rex and FitGround Functional Training Systems are the full responsibility of the customer to properly install in order to ensure safe and proper usage. Please consult a licensed Contractor and Engineer to ensure your support surface can accommodate proper anchoring as recommend in MoveStrong installation manuals. Detailed Installation Guides are provided. Please advise if you need MoveStrong to help locate a contractor in your area for installation. 50% Deposit is required to start production with the balance due in 4 weeks. Payment in full is required for all Custom Design equipment before an order is put into production. Due to the customization offered on FitGround equipment, all sales are final.		\$0.00	1.00	\$0.00

Subtotal	\$69,621.00
Shipping and Handling	\$4,955.93
Grand Total	\$74,576.93

Delivery & Installation

1. All orders are shipped curbside delivery, which requires unloading by customer unless prior arrangements have been made for special delivery. Please have extra help on hand to assist with unloading of crates.



Administrative Office:
 5726 Marlin Road
 Suite 420
 Chattanooga, TN 37411
 (855) 728-8700
 www.movestrongfit.com

2. MoveStrong Outdoor Fitness Equipment is designed for standard in-ground installation and **MUST** have posts buried according to installation specifications. Surface mount options are available and must be ordered specifically when placing your order. Surface mounting on approved concrete surfaces only and according to installation instructions. Please consult a license contractor to ensure your surface is sufficient for proper anchoring of equipment. Refer to the Installation instructions provided for each product upon installing.
3. Installation is not included in the purchase price unless noted on this quote. MoveStrong may be able to assist in finding a local contractor to install your equipment where available. Purchaser is solely responsible for the proper installation of products using a licensed contractor.

MoveStrong equipment is not intended for use by children under the age of 13 years. Please review all manuals, instructions, and warnings prior to use.

Acceptance

Acceptance by Customer:

I agree to purchase the items listed in this quote for the price shown. The shipping and billing address information included on this quote is correct. **I understand and agree to the terms above in the "Delivery and Installation" section of this quote.** I understand that the prices quoted are for payment via check, and that payment via credit card is 3% higher than the quoted price on all items including shipping and handling.
 Payment Terms: 50% Deposit Required to start production with balance due in 4 weeks.

 Signature

 Date

For Use by MoveStrong office only:

Build PO#: _____

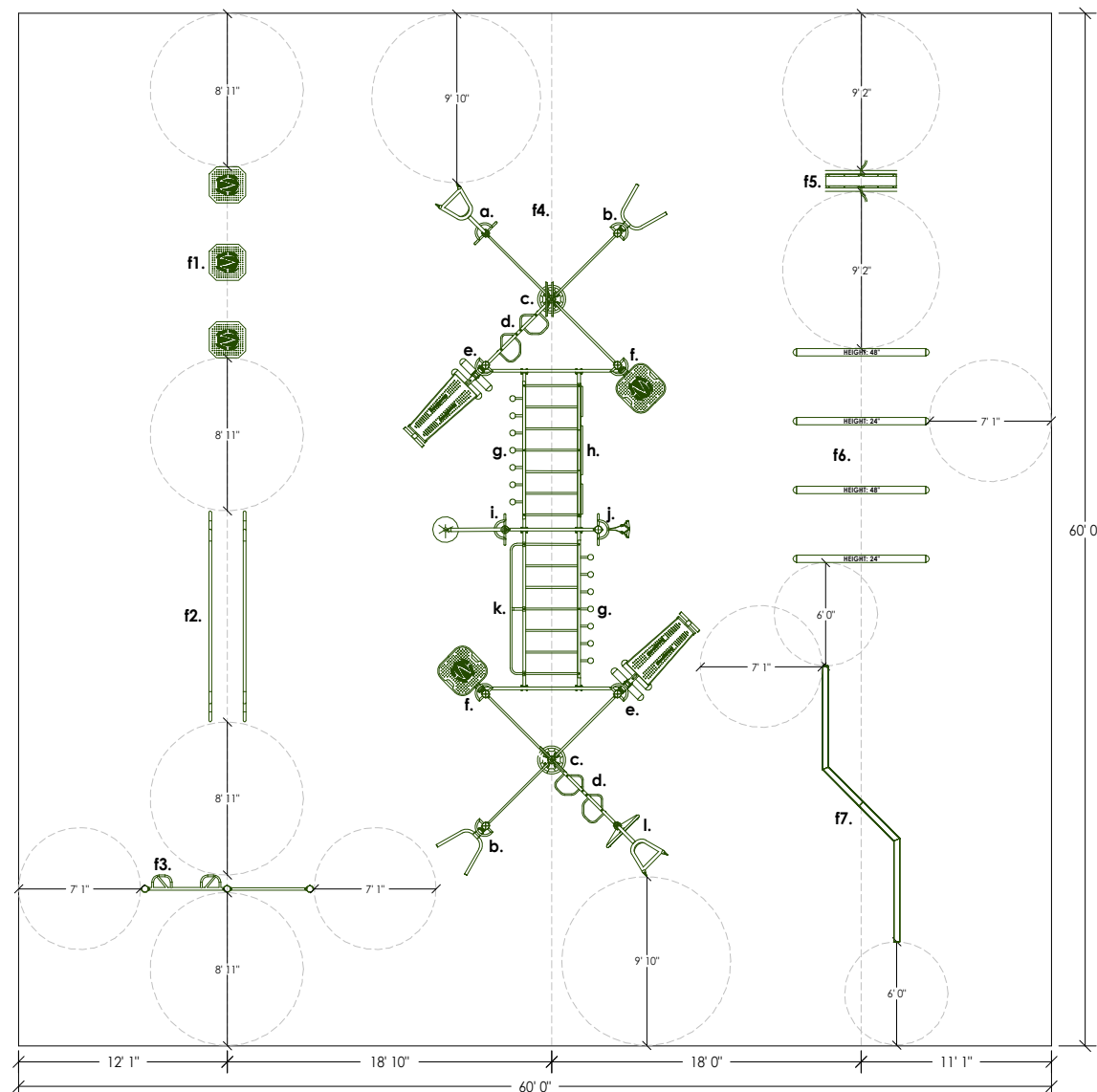
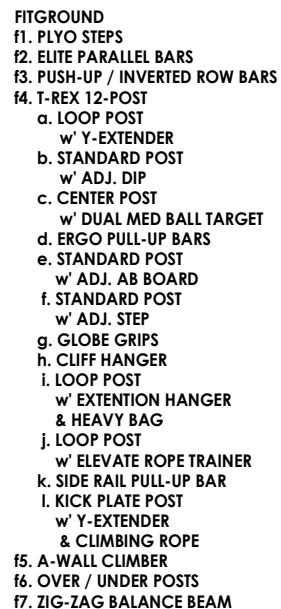
Date Submitted: _____

Shipping PO#: _____

Shipping Quote#: _____

Invoice#: _____

****Your build order will be placed after your payment is received****



Movestrong and its affiliates assume no responsibility and are not liable for the accuracy of the shown plans. It is the sole responsibility of the customer to verify the accuracy of the dimensions and correctness of the displayed plan.



TOWN COUNCIL AGENDA ITEM NO. 10

CONSENT ITEM

DATE: November 15, 2021

FROM: Chuck Jennings, Parks and Recreation Director
Kari Biddix, Parks Development Manager

ITEM: **Consider approval of the installation of the MoveStrong Functional Training Equipment and purchase & installation of synthetic turf surfacing for the Heritage Park Improvement project, from Child's Play, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$82,688.00.**

BACKGROUND INFORMATION: The Parks Board, Community Development Corporation, and Town Council approved enhancements at various parks, which included the addition of an outdoor fitness area for residents within Heritage Park for fiscal year 2020-2021. This Capital Improvement Program project will be funded through the 4B fund utilizing sales tax revenue.

Over the years, the Town has added smaller individual exercise machines along the trail system and within a few parks. Town staff and the Parks Board have heard from multiple residents that a large functional training/fitness area was needed to provide for a more complete workout and Heritage Park provided an ideal location. Heritage Park is the Town's largest and most active community park which consists of 79-acres and was completed in four phases. The 2017 Parks and Trails Master Plan ranked adult fitness and wellness programs as the #1 top priority. Having an enhanced outdoor fitness area with these types of amenities will provide opportunities to expand programming and will give the residents a high-quality outdoor fitness "playground". These improvements were subsequently added to the Heritage Park Improvements project in the Five-Year CIP by the Parks Board in June of 2020.

This item provides for the installation of the MoveStrong equipment and purchase & installation of synthetic turf surfacing. Child's Play, Inc. has previous work experience with the Town and has installed numerous playgrounds, benches, picnic tables, and other amenities over the past 15 years.

BOARD REVIEW/CITIZEN FEEDBACK: The Parks Board approved the list of projects for the FY 2020-2021 CIP which included funding for the Heritage Park Improvements project in the amount of \$700,000.00 by a vote of 6 to 0 at their June 4, 2020, meeting. The Community Development Corporation approved funding for the FY 2020-2021 CIP, recommended by the Parks Board, by a vote of 6 to 0 at their June 30, 2020, meeting.

ALTERNATIVES/OPTIONS: The Town Council can deny approval of the purchase and direct staff to delay or cancel the project.

FISCAL IMPACT: \$82,688.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$82,688.00	317-110-90704

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

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

- Dedicated Sales Tax \$ 700,000

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Quote

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

Child's Play, Inc.
 10661 Shady Trail
 Dallas, TX 75220
 (P) 972-484-0600 (F) 972-484-0333

ADDRESS

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

SHIP TO

Heritage Park
 600 Spinks Road
 Flower Mound, TX 75028

QUOTE #	DATE	EXPIRATION DATE
21-4072	10/26/2021	12/10/2021

SALES REP
 KR

DESCRIPTION	QTY	PRICE EACH	AMOUNT
Installation Professional Turn-Key Installation of MoveStrong Fitness Equipment - Includes Layout, Assembly & Concrete Piers Poured to Top for Surfacing	1	23,280.00	23,280.00
Artificial Turf System ForeverLawn PG Grass ULTRA Artificial Turf with Brown Thatch - Polyethylene Blade, Antimicrobial Protection & Anti-Static: Includes White Turf Hash Marks and Borders	1	59,408.00	59,408.00
2-1/8" Pad, Recycled Nail Board, Tape & Glue, T-Cool Infill Sand, Gravel & Decomposed Granite, Freight, & Installation Area: 60' x 59' per Drawing			
Buyboard This is a Buyboard Purchasing Cooperative Quote. Pricing reflects Buyboard discounts as listed under Contract #592-19, Vendor #1501	1	0.00	0.00
TOTAL			\$82,688.00

Accepted By

Accepted Date



TOWN COUNCIL AGENDA ITEM NO. 11

CONSENT ITEM

DATE: November 15, 2021

FROM: Blake Hummel, Senior Project Engineer

ITEM: Consider approval of the First Amendment to Professional Services Agreement for the FM1171 at FM2499 Westbound Right Turn Lane project, amending the agreement with Kimley-Horn and Associates, Inc., for an increase of \$47,400.00, and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On October 3, 2016, a Professional Services Agreement for the design of the FM1171 at FM2499 Westbound Right Turn Lane project with Kimley-Horn and Associates, Inc. was approved for \$55,000.00.

The design included a westbound right turn lane on FM1171 at the FM2499 intersection with pedestrian improvements along the extents of the new paving. The design also included relocating the existing traffic signal located in the north east corner of the intersection to clear any conflicts with the new paving.

The Town bid (Bid # 2021-50-B) the initial construction plans and on March 24, 2021, bids were received and opened. New World Contracting LLC submitted the lowest qualified bid of the seven (7) responding bidders at a base bid of \$396,479.08. Discussions between the Town and TxDOT were ongoing near the time of the bid results. With grant funding that the Town helped secure, TxDOT had agreed to fund and construct this project provided the Town covers the design costs. Although the original design was approved by TxDOT, a redesign to meet the requirements of TxDOT processes is necessary.

The design phase services scope is being amended to include TxDOT Plan Set Updates (Task 8). Task 8 includes updating the existing plan set to meet specific TxDOT submittal requirements, and the creation of seventeen additional plan sheets and associated calculations that are required for TxDOT projects. The additional plan sheets will be incorporated into the existing plan set. A 60%, 90% and 100% design package will be submitted to TxDOT for review. If approved, the addition of Task 8 will increase the Scope of Services in the amount of \$47,400.00 and increase the total amount to \$102,400.00.

ALTERNATIVES/OPTIONS: A decision to not approve the design amendment with Kimley-Horn and Associates, Inc. would not allow the existing design and construction documents to be updated to TxDOT standards, would not allow TxDOT to manage and fund the construction of the project, and for Town to be responsible for construction costs of approximately \$400,000.00 based on the previous bid results. If a decision is made to not approve the design amendment, the Town can rebid the project and proceed with construction and be responsible for the construction costs.

FISCAL IMPACT: \$47,400.00

Proposed Expenditure/(Revenue):

\$47,400.00

Account Number(s):

308-103-70626

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

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

ATTACHMENTS:

1. First Amendment to Professional Services Agreement with Kimley-Horn and Associates, Inc.

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH
KIMLEY-HORN AND ASSOCIATES, INC.**

This First Amendment to Professional Services Agreement (“First Amendment”) is entered into on this 15th day of November 2021, 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 **KIMLEY-HORN AND ASSOCIATES, INC.**, (“hereinafter referred to as “Consultant”) regarding the following project:

FM1171 AT FM2499 WESTBOUND RIGHT TURN LANE

I. RECITALS

WHEREAS, Town entered into a professional engineering design and related construction services from Consultant for the FM1171 at FM2499 Westbound Right Turn Lane project (“Services”) on or about the 3rd day of October, 2016 (the “Contract”); and

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

II. TERMS OF AMENDMENT

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

A.

Recitals Incorporated

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

B.

Amendment of Paragraph No. II

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

“CONSULTANT shall perform such professional engineering services, not necessarily limited to, the tasks enumerated more fully in Attachment “A-1” entitled “Scope of

Services”, as are necessary to complete the FM1171 at FM2499 Westbound Right Turn Lane (hereafter referred to collectively as the “Project”). Attachment “A-1” is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment “A-1” and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.”

C.

Amendment of Paragraph No. III

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

“Total payment for services described herein for the Services for the Project shall be a sum not to exceed One Hundred Two Thousand Four Hundred Dollars and No/100 (\$102,400.00) as specified in Attachment “B-1”.”

D.

Revisions of the Scope of Services

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

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

E.

Contract Controls

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

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

THE TOWN OF FLOWER MOUND, TEXAS

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

Date Signed: _____

Attest:

Town Secretary

KIMLEY-HORN AND ASSOCIATES, INC.

By: L. Nathan Ante
 Name L. Nathan Ante
 Title Sr. Vice President
 Date Signed: 10/18/2021

State of Texas §
 County of ~~Denton~~ Dallas §

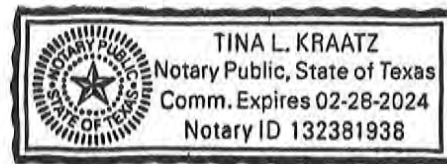
This instrument was acknowledged before me on the 19th day of October, 2021, by L. Nathan Ante, in his capacity as Sr. Vice President of **Kimley-Horn and Associates, Inc.**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of **Kimley-Horn and Associates, Inc.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 19th DAY OF October, 2021.

My Commission Expires:

02/28/2024

Tina L Kraatz
 Notary Public, State of Texas



ATTACHMENT A-1

SCOPE OF SERVICES

PROJECT NAME

FM 1171 at FM 2499 Westbound Right-Turn Lane and Traffic Signal Design

PROJECT UNDERSTANDING

This project consists of the design of a westbound right-turn lane along FM 1171 at FM 2499, and a separate task for traffic signal design.

The following Scope of Professional Services includes Data Collection and Survey, Design (Right-Turn Lane), Design (Traffic Signal), and Record Drawings. If required and authorized by the Town, ROW/Easement Instruments of Conveyance, Bidding Phase Services, and SUE (Level A) may also be performed.

SCOPE OF PROFESSIONAL SERVICES

TASK 1: Data Collection and Survey

Gather existing record drawings, including roadway, utility, and traffic signal plans, plats, and improvements associated with the TETCO property and shopping center adjacent to the proposed right-turn lane.

Perform field survey (via a subconsultant) to identify and locate existing topographic elements within the right-turn lane limits within the following limits:

- Along a 60-foot swath of FM 1171, beginning at FM 2499 and ending approximately 500-linear feet east of the intersection
- Along a 90-swath of FM 2499, beginning at FM 1171 and ending approximately 200-linear feet north of the intersection

Topographic elements may include, but are not limited to, the following:

- Property pins
- Existing pavement, curbs, sidewalks, and barrier free ramps
- Westbound lane striping
- Existing storm sewer inlets, manholes, and junction boxes
- Utility manholes, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities,

and franchise utilities (subconsultant will contact Texas 811 to flag existing franchise utilities prior to survey)

- Traffic signal poles, cabinets, and other signal equipment
- Signs (excluding temporary signs)
- Retaining walls
- Fence limits and material types
- Landscaping
- Other applicable physical features that may impact design

Review the final topographic drawing in digital format (including one foot contours and break lines) showing the features located in the field as well as right-of-way and easement information.

Prepare a base map utilizing the survey information and record drawings.

TASK 2: DESIGN (RIGHT-TURN LANE)

A. Design

Conduct kick-off meeting with the Town

Prepare 30% design identifying limits of proposed right-turn lane, typical sections, striping, sidewalk and wall limits, grading limits, impacts to existing utilities, impacts to adjacent property, impacts to existing traffic signal, and right-of-way and easement needs. If required and authorized by the Town, Design (Traffic Signal), ROW/Easement Instruments of Conveyance, and SUE (Level A) may also be performed via separate Tasks.

Upon Town and TxDOT approval of the 30% design, prepare plan and profile sheets of the proposed improvements. Plan sheets will consist of a 22"x34" sheet at a scale of 1"=40' horizontal. Plan set is anticipated to include the following plan sheets:

- Cover
- Sheet Index
- General Notes
- Paving Plan with Typical Sections. Paving Plan will also identify storm drain, sidewalk, and ADA ramps improvements adjacent to the new right-turn lane.
- Wall Improvements. Wall will be limited to 3-ft in height and anticipated to be integral with the sidewalk utilizing applicable Standard Details. Structural design is not included.
- Water Line adjustments (lowering, if necessary)
- Signing and Marking

- Traffic Control Plan (as required by TxDOT)
- Erosion Control
- Town Standards
- TxDOT Standards

Prepare Construction Specifications and Contract Documents, which include applicable technical specifications. The Town will provide the latest approved front-end documents to use as a template.

Submit to the Town 95% plans, specifications, contract documents, and opinion of probable construction cost for review and comments.

Submit to the franchise utility companies 95% complete plans for review and comment.

Conduct meeting with Town to review 95% plans during monthly progress meetings

Make revisions based on the Town's review of the 95% submittal

Town to submit final plans to TxDOT for review and final permitting.

B. Design Deliverables

Three (3) copies of the 30% Design Roll Plot

Three (3) copies of the 95% Construction Plans

Three (3) copies of the 95% Construction Specifications and Contract Documents

Three (3) copies of the Opinion of Probable Construction Cost

C. Final Design

Make revisions based on the Town's review of the 95% submittal

D. Final Design Deliverables

Five (5) copies of the Final Construction Plans

Five (5) copies of the Final Construction Specifications and Contract Documents

One (1) copy of Reproducible Bidding Documents (Plans)

One (1) copy of Reproducible Bidding Documents (Final Construction Specifications and Contract Documents)

E. Meetings

Kick-off meeting with the Town

Meet with Town to review 30% plans

Meet with Town to review 95% plans

F. Services provided by the Town

Review and comment on 30% and 95% plans, specifications, contract documents, and opinion of probable construction cost

Submit final plans to TxDOT for permitting

TASK 3: BIDDING PHASE SERVICES, if necessary

- A. It is assumed that this project will be bid with the FM 1171 eastbound deceleration project as a single package. If, however, the Town would like to bid the project separately this task can be used.
- B. Develop a stand-alone set of construction documents for the eastbound deceleration lane.
- C. Print and issue seven (7) sets of bidding documents. Additional sets of bidding documents shall be printed, only upon the Town's authorization, as Additional Professional Services. Bidding documents will be issued to potential bidders upon the payment of a non-refundable fee to cover the cost of printing those documents.
- D. Issue addenda as required.
- E. In this phase, the Consultant will provide the following deliverables:
 - Notice to Bidders for Advertising by the Town
 - Addenda as required
 - Print and deliver to the Town up to seven (7) sets of bid documents

TASK 4: RECORD DRAWINGS**A. Record Drawing Preparation**

Prepare record drawings from contractor's marks showing changes made during construction. Transfer contractor's marks to digital format. The Consultant will be provided the contractor's revisions and shall not be responsible for verifying their completeness or accuracy.

B. Deliverables

One (1) compact disc containing Record Drawing in digital format (PDF, TIFF, CAD)

C. Services Provided by the Town

Review of contractor's marks for completeness and accuracy

TASK 5: DESIGN (TRAFFIC SIGNAL)

Traffic Signal improvements will be identified at the 30% design milestone. The Traffic Signal improvements will be incorporated into the deliverables identified under Task 2. The following plan sheets will be incorporated into the plan set:

- Traffic Signal Layout
- Summary Charts
- TxDOT Standard Details

TASK 6: ROW AND EASEMENTS, if necessary

ROW and Easement needs will be identified at the 30% design milestone. If required and authorized by the Town, preparation of the ROW and Easement Instruments of Conveyance will be performed under this Task (via a subconsultant), \$1,500/each

Individual parcel exhibits shall be on 8 ½" x 11" paper, shall be sealed, dated, and signed by a Registered Professional Land Surveyor

TASK 7: SUE – LEVEL A, if necessary

Approximate location of utilities will be identified during Tasks 1 and 2. If required and authorized by the Town, perform SUE (Subsurface Utility Engineering) Quality Level "A" to identify existing Town and franchise utility at critical locations within the limits of the construction by exposing

specific utilities, \$2,000/each. Non-destructive vacuum excavation equipment may be used to expose the utilities at specific points which will then be field surveyed.

Evaluate the SUE results and provide a summary of potential utility conflicts to the Town.

TASK 8: TxDOT PLAN SET UPDATES

- A. Based on discussions with the TOWN, we understand the TOWN has transferred ownership of the project to TxDOT and is requesting the ENGINEER to provide additional services to update the plan set to follow TxDOT requirements. TxDOT has requested 60%, 90% and Final design deliverables.

- B. The ENGINEER will update the following plan sheets to meet TxDOT standards:
 - Cover
 - Sheet Index
 - General Notes
 - Project Control (Horizontal Control Data)
 - Typical Sections (1 existing and 1 proposed)
 - Storm Drain Plan & Profile
 - Pavement Marking & Signing
 - Traffic Control Plan (1 phase)
 - Erosion Control Plan
 - Traffic Signal Plans

- C. The ENGINEER will prepare the below additional sheets to meet TxDOT plan set requirements. Sheets will be incorporated into the existing plan set.
 - Project Layout Plan
 - Driveway Plan & Profile
 - Drainage Area Map
 - Drainage Calculations
 - SWPPP Data Sheet and Layout (1 Phase)
 - Vegetation Establishment Plan
 - EPIC Sheet
 - TxDOT Standard Construction Details
 - Quantity Summary Sheets
 - Traffic Control

- Removal
- Roadway
- Drainage
- Traffic Signal
- Signing and Striping
- Erosion Control
- Summary of Small Signs

D. All Deliverables will be submitted to TxDOT. Each deliverable, listed below, will include one (1) 11"x17" hardcopy and a digital version (.pdf).

- 60% Plans
- 90% Plans
- Final Plans
- Engineer's Opinion of Probable Construction Cost (OPCC) with each submittal

E. One (1) 11"x17" hardcopy of each submittal and a digital version (.pdf) will also be provided to the TOWN for each submittal.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates.

Additional services we can provide include, but are not limited to, the following:

- Assisting Town or contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by the Consultant on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the Town.
- Providing professional services associated with the discovery of any hazardous waste or materials in the project route.
- Providing presentations to the Town Council.

- TDLR submittal.
- Additional ADA improvements.
- Providing construction staking, additional platting, or other surveying services not identified in the above Scope of Services.
- Providing additional printing for bidding document distribution.
- Providing additional documentation required by the Town's legal representative during condemnation proceedings.
- Providing any right-of-way or easement acquisition services.
- Attending public meetings during the project.
- Providing professional services associated with the construction phase of the project.
- Attending a Pre Bid Meeting.
- Preparing a Bid Tabulation or Recommendation Letter.
- Reviewing Contractor's References.
- Any services not listed in the Scope of Services.

ATTACHMENT B-1**COMPENSATION**

The Consultant will provide Tasks 1-8 for a lump sum fee:

TASK 1 – Data Collection and Survey	\$10,000
TASK 2 – Design (Right-Turn Lane)	\$23,000
TASK 3 – Bidding Phase Services	\$5,000
TASK 4 – Record Drawings	\$1,500
TASK 5 – Design (Traffic Signal)	\$8,500
TASK 6 – ROW and Easements (2 @ \$1,500/each)	\$3,000
TASK 7 – SUE – Level A (2 @ \$2,000/each)	\$4,000
TASK 8 – TxDOT Plan Set Updates	\$47,400
<u>TOTAL</u>	<u>\$102,400</u>

Additional services will be negotiated at the time they are identified.



TOWN COUNCIL AGENDA ITEM NO. 12

CONSENT ITEM

DATE: November 15, 2021

FROM: Brian Waltenburg, P.E., Assistant Director of Engineering

ITEM: **Consider approval of the First Amendment to Professional Services Agreement for the Lift Station Improvements and Decommissioning Phase III project, amending the agreement with Plummer, Inc., for an increase of \$198,500.00, and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND INFORMATION: On January 4, 2021, Professional Services Agreement for the initial design of the Lift Station Improvements and Decommissioning Phase III project with Plummer, Inc. was approved for \$48,700.00. A technical memo detailing the initial evaluation has been completed.

If approved, the design amendment will allow engineering for final design based on the results from the evaluation at the Kipling and Park Bend lift stations. In addition, design of auxiliary power generation at the Yucca Lift Station will be included in this project. The Yucca Lift Station Auxiliary Power project is a separate project on the Town's 5-Year Capital Improvement Plan but will be included in this project to benefit from larger project efficiencies. Bid phase and construction phase services are also included in the proposed amendment on an as needed basis. The additional task items increase the contract amount by \$198,500.00.

The Lift Station Improvements Phase III project will reduce maintenance and operational costs, keep the facilities within Texas Commission on Environmental Quality (TCEQ) compliance, address structural deficiencies, and replace necessary equipment.

ALTERNATIVES/OPTIONS: Lift stations are a critical part of the Town's wastewater collection system. During routine inspections, many components of the listed lift stations were identified to be in poor condition. Due to their age and condition, the identified lift stations will become more susceptible to leaks or failures. A decision to not approve the proposed design amendment would result in the lift stations continuing to deteriorate and risk failure. The Town would be open to enforcement action by the TCEQ should sewage spill from a lift station.

FISCAL IMPACT: \$198,500.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$198,500.00	630-970-98582

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

Total project cost is \$2,564,500. Funding sources are:

- Utility Debt \$2,564,500

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

ATTACHMENTS:

1. First Amendment to Professional Services Agreement with Plummer, Inc.

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH
PLUMMER, INC.**

This First Amendment to Professional Services Agreement (“First Amendment”) is entered into on this 15th day of November, 2021, 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, INC.**, (“hereinafter referred to as “Consultant”) regarding the following project:

LIFT STATION IMPROVEMENTS AND DECOMMISSIONING PHASE III

I. RECITALS

WHEREAS, Town entered into a professional engineering design and related construction services from Consultant for the Lift Station Improvements and Decommissioning Phase III project (“Services”) on or about the 4th day of January, 2021 (the “Contract”); and

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

II. TERMS OF AMENDMENT

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

A.

Recitals Incorporated

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

B.

Amendment of Paragraph No. II

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

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

Improvements and Decommissioning Phase III project (hereafter referred to collectively as the "Project"). Attachment "A-1" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A-1" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto."

C.

Amendment of Paragraph No. III

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

"Total payment for services described herein for the Services for the Project shall be a sum not to exceed Two Hundred Forty Seven Thousand Two Hundred Dollars and No/100 (\$247,200.00) as specified in Attachment "B-1"."

D.

Revisions of the Scope of Services

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

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

E.

Contract Controls

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

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

THE TOWN OF FLOWER MOUND, TEXAS

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

Date Signed: _____

Attest:

Town Secretary

PLUMMER, INC.

By: Cletus R Martin
 Name CLETUS R. MARTIN
 Title PRINCIPAL
 Date Signed: 10/27/2021

State of Texas §
 §
 County of Denton §

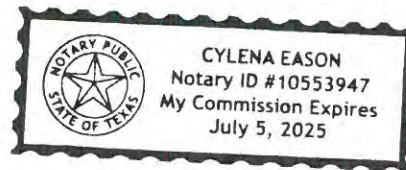
This instrument was acknowledged before me on the 27 day of October, 2021, by Cletus Martin, in his capacity as Principal of **Plummer, Inc.**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of **Plummer, Inc.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 27
 DAY OF October, 2021.

Cylena Eason
 Notary Public, State of Texas

My Commission Expires:

July 5, 2025



ATTACHMENT A-1
Town of Flower Mound
Lift Station Improvements and Decommissioning Phase III
Technical Memorandum, Detailed Design, Bid, and Construction
Scope of Services

Prepare a Design Basis Technical Memorandum for proposed improvements at the Kipling and Park Bend Lift Station, and detail design documents, advertisement/award, and construction phase services at Kipling, Park Bend, and Yucca lift stations and one gravity interceptor.

The ENGINEER agrees to furnish the TOWN the following specific services:

BASIC ENGINEERING SERVICES

ENGINEER agrees to perform BASIC ENGINEERING SERVICES for evaluating and designing improvements to the Kipling and Park Bend lift stations including modifications to the influent gravity sewer lines and force mains, the design for a new permanent emergency generator at Yucca Lift Station, in accordance with the stipulations within this AGREEMENT. The modifications are based on the Lift Station Improvements and Decommissioning Phase III Project *Design Basis Memorandum* dated July 20, 2021. The ENGINEER shall perform BASIC ENGINEERING SERVICES necessary for the development of the PROJECT as follows: The ENGINEER shall perform BASIC ENGINEERING SERVICES necessary for the development of the PROJECT as follows:

A. EVALUATION PHASE SERVICES

1. Meetings

- a. Kickoff Meeting: Prepare for and facilitate kickoff meeting with the Town. Review project scope, schedule, and deliverables. Discuss overall objectives of the Design Basis Technical Memorandum (TM). It is understood that the Kickoff meeting will be conducted on the same day as the site investigation.
- b. Draft TM Review Meeting: Prepare for and facilitate one review meeting with the Town.

2. Data Collection

- a. A site investigation by the Plummer Team will be performed to determine the existing conditions and needs for Kipling and Park Bend Lift Stations. The site investigation will review existing lift station access and available construction working space. The Town will assist in access to the lift station sites.

3. Technical Memorandum

- a. The ENGINEER shall prepare a TM to evaluate improvements and modifications to the existing Kipling and Park Bend lift station sites. Proposed site modifications for Kipling Lift Station will be evaluated to increase wet well active volume to meet future modeled peak flow in accordance with TCEQ Chapter 217 regulations. The Park Bend Lift Station improvements will be reviewed and updated from the Lift Station Improvements and Decommissioning Phase II Project *Design Basis Memorandum*. The TM will consist of 30% site plan drawings, recommendations for lift station improvements consisting of equipment and structure layout, recommendations for influent gravity line and force main modifications, electrical and instrumentation improvements, SCADA location, and proposed additional appurtenances for review and comment. The TM will be used as the basis for detail design for the subsequent design phase (not included in this contract). The Town will provide all available drawings or related submittal information for the lift station and associated piping.
- b. Hydraulic analysis will be performed for each lift station to select pumps to meet the modeled peak flows and recommended updates from previous work completed under the Lift Station Improvements and Decommissioning Phase II project.
- c. It is understood that the Town will provide their current and future peak inflow for Kipling and Park Bend lift stations from the Town's Wastewater Model. It is understood that the Town's gravity sewer system has the available capacity for the current and future peak flows modeled for the lift stations. Modeling and firm capacity analyses are considered Additional Services.
- d. Provide an opinion of probable construction cost of the Project for budget purposes. The ENGINEER's projection of construction costs will be based on materials and labor prices prevailing at the time of preparation, without consideration of inflationary increases in cost. The ENGINEER does not warrant the accuracy of the opinion of probable construction cost.
- e. Furnish up to four (4) sets of the TM to the TOWN. After receipt and following review, the TOWN's comments will be incorporated.

B. DESIGN PHASE SERVICES

1. Project Management

- c. Provide project management for Activity B. Project management shall include, but not be limited to, updating the existing project management plan; tracking and managing internal schedules of work; monitoring and addressing issues related to the scope of work, budget and deliverables; preparing and processing monthly billings;

providing labor resources necessary to fulfill scoped work; scheduling and participating in quality control reviews; and providing updates to the OWNER on a regular basis.

Deliverables:

- Monthly Invoices

2. Design Coordination Meetings

- a. ENGINEER shall coordinate, prepare for, and conduct a quality review meeting the OWNER. The review meeting will be virtual conference call utilizing Microsoft Teams.
- b. ENGINEER shall prepare and distribute draft meeting notes for review within 5 business days of the progress meeting. After receipt of comments, the meeting notes shall be finalized and distributed to the OWNER and sub-consultants for record purposes.

Deliverables:

- Draft and Final Meeting Notes

3. Detailed Design

- a. Prepare detailed plans, technical specifications, contract documents, designs and layouts of improvements, gravity interceptor reroute with creek erosion control, generally as indicated and approved in the preliminary design task. Specifications shall include provisions for submittals, testing plans, training and warranty, and documentation requirements. Specifications, layouts and standard details developed for the Lift Station Improvements and Decommissioning Phase II will be used for this project. Items to be designed will generally consist of the following:
 - i. Site Plans showing location of recommended improvements or work.
 - ii. Plan and profile sheet for the gravity influent line to Kipling lift station including creek bank erosion control.
 - iii. Demolition and removal plans.
 - iv. Mechanical Plans showing connection of pumping units or pumping connections, where required.
 - v. Standard details
 - vi. One-line diagrams showing modifications, where required.
 - vii. Modifications to SCADA system to accept status, reporting, and operator override control of equipment.
 - viii. Specifications.
- d. Topographic survey of the location of the proposed emergency generator at Yucca Lift Station as described in Special Services. It is

understand that the Town will coordinate right of entry for survey and will coordinate with property owner for location of permanent generator. Easement acquisition assistance will be considered an Additional Service.

- b. Provide updated opinions of cost at approximately seventy percent (70%) and prepare a detailed statement of final opinion of probable construction cost. The ENGINEER'S projection of construction costs will be based on materials and labor prices prevailing at the time of preparation, without consideration of inflationary increases in cost. The ENGINEER does not warrant the accuracy of the opinion of probable construction cost;
- c. Furnish up to four (4) sets of interim plans (half-size), specifications, and contract documents at the seventy percent (70%) completion point to the TOWN. After receipt and following review, the TOWN's comments will be incorporated at each review stage.
- d. Upon completion, assist the TOWN in the preparation of formal Contract Documents for Lift Station Improvements. ENGINEER will furnish four (4) half-sized and (1) full-sized sets. Provide a copy on CD of final documents in electronic file format such as PDF.
- e. Prior to the advertisement for bids, ENGINEER shall submit required notification to the TCEQ in accordance with 30 TAC §217.6. When requested, the ENGINEER shall provide plans and specifications to the TCEQ for review. Variance requests to the TCEQ will be considered an additional service.

Deliverables:

- 70% quality control review plans for the project.
- Final Sealed Plans for the project.
- 70% and Final OPCC.

C. BID PHASE SERVICES

- A. The TOWN will secure bids, issue notice to bidders, and notify construction news publications of construction. The notice to bidders will be furnished by the TOWN for publication in the local news media. The TOWN will distribute bidding documents.
- B. Assist the prospective bidders in interpreting the construction plans and specifications through the preparation and issuance of addenda and assist the TOWN in the analysis of the bids received and furnish recommendations on the award of the contracts or the appropriate actions to be taken by the TOWN.
- C. Prepare for and participate in one (1) pre-bid conference at Town Hall.

- D. Prepare Conformed Executed Project Documents incorporating changes issued by Amendment during the bidding phases. Furnish up to one (1) full-size and four (4) half-size sets of plans and specifications and one on CD in electronic format to the TOWN for record and for distribution to the Contractor.

D. CONSTRUCTION PHASE SERVICES

- A. The ENGINEER agrees to perform the construction phase services in assisting the TOWN and Contractor during construction as described in the following paragraphs.
- B. ENGINEER will attend and assist the TOWN in conducting one (1) preconstruction meeting.
- C. Review submittals (up to 40, and 10 re-reviews), respond to up to five (5) requests for information from the TOWN and the Contractor, review up to two (2) Proposed Contract Modifications, and assist in the preparation of up to two (2) change orders.
- D. Review Contractor's monthly pay estimates (up to eight [8]).
- E. Attend periodic site visits (up to six [6]), monthly, or construction meetings, for reviewing the construction and the general compliance with Project Documents, and submit field report on findings.
- F. Do an inspection of the work at Substantial Completion and Final Completion for general compliance with the Project documents, prepare a punch list, and recommend funds to be withheld from payment for completion of the outstanding work.
- G. Assist TOWN in preparation of Project closeout documentation and prepare Plans of Record based on the mark-up information provided by the CONTRACTOR and TOWN's inspector.
- H. Perform investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the plans and specifications for each Phase.

SPECIAL SERVICES

Special Services incidental to the Project, but not included within the scope of Basic Services covered above, which may be performed or arranged for separately by the OWNER, or may be added to the ENGINEER's responsibilities by mutual agreement and written authorization, include, but are not necessarily limited to the following:

Task 1 – Geotechnical Investigation

In the event previous Geotechnical Reports are unavailable or additional information is needed, conduct geotechnical investigation of the site as follows:

1. Geotechnical investigation will occur at Kipling Lift Station at the location identified by the ENGINEER and approved by the OWNER. A soil boring will be advanced based on surface conditions, pre-existing geotechnical data and other factors. Samples will be acquired and laboratory tests will be conducted to provide engineering data necessary for the design. Laboratory tests for each sample collected are anticipated to include:
 - Moisture content and soil identification
 - Liquid and plastic limit determinations
 - Percent passing the No. 200 sieve
 - Unconfined compression tests on soil
 - Unit weight determinations
 - Absorption pressure and/or one-point pressure swell test
2. The geotechnical budget allowance is based on one soil borings up to 35 feet total depth. The boring will be backfilled using cuttings and bentonite chips. Actual work required will be refined as the PROJECT progresses. Billing will be based on actual work performed by the geotechnical subcontractor.

Task 2 – Topographic Survey

Additional topographic survey of the Kipling Lift Station, McKamey Creek, and Yucca Lift Station (permanent generator) will be completed and generally include horizontal and vertical surface features; identified utilities, and drainage features; validation of record drawing dimensions, and more specially meet the survey scope of work listed below.

1. Prior to commencing any topographic fieldwork, surveyor will coordinate with, collect and review available public and private utility records within the project limits. The surveyor will submit a utility locate request for the project limits to Texas 811.
2. OWNER Owned Utilities shall be located and tied together accordingly (water, wastewater, storm sewer, and telephone/fiber) and associated appurtenances including but not limited to: manholes, cleanouts, meters, services, isolation valves, blow-offs, fire hydrants, inlets, junction boxes, headwalls, wingwalls, rip-rap aprons, and all other appurtenances. Survey shall denote size, material type, and flow direction as applicable. Accessible utility manholes/vaults shall be detailed identifying: structure size, material type, rim elevations, measure downs and corresponding flow line and top of pipe elevations for visible pipe wall penetrations. Upstream and downstream sanitary and storm sewer rim and invert data shall be included.
3. Right-of-Way (ROW) and Property Survey will locate and tie existing ROW, property lines and easements including type, size, volume and page, where applicable.
4. Survey will horizontally and vertically pick up surface features; drainage features; building locations; fences/retaining walls; trees and/or tree lines; roadways; railways; and OWNER, county and franchise utilities (as provided by Texas 811 utility locate request) within the project area.
5. The survey of trees shall include caliper size trunks approximately 6-in and larger. Based on the judgement of the ENGINEER the edge (tree line) of groups of trees or shrubs may be substituted for the survey of all trees within heavily wooded areas. In such areas the

ENGINEER shall survey trees that exceed 12-in caliper size. Identification of tree species beyond that provided under Basic Services shall be provided as an Additional Service.

6. Methods and precision. Survey coordinates will be reported on the Texas State Plane Coordinate System, NAD83 (+/- 0.01 feet) with vertical coordinates reported in the NAVD 88 Vertical System (+/- 0.01 feet). Horizontal and vertical control will be set using post-processed GPS static methods. Data will be collected using RTK GPS and robotic total stations for the majority of the survey.
7. ENGINEER will research boundaries, subdivision plats, ROW and easements of which the surveyor has knowledge, which may affect the physical boundaries of the project. Easements with volume and page numbers will be identified and labeled in the survey submittal. Research will include public record resources, including but limited to: county records; TxDOT records; franchise utility records (gas, telephone, electric, cable and others); ownership or easement records as available; and title/abstracting reports from owner on proposed easement parent tracts.
8. The budget for survey established in this contract assumes full ground survey of the project limits. Billings will be based on actual work performed by the surveyor (whether ground survey, aerial survey or both).
9. Prepare metes and bounds description of permanent and temporary construction easements with accompanying exhibits for up to 2 parcels. Additional parcels will be provided as an additional service.

ADDITIONAL SERVICES

Additional services to be performed by the ENGINEER, if authorized by the TOWN, which are not included in the above-described Basic Engineering Services, are described as follows:

1. Providing shop, mill, field or laboratory inspection of materials and equipment.
2. Assisting the TOWN in claims disputes with Contractor(s).
3. Sampling, testing or analysis beyond that specifically included in Basic Services.
4. Preparing copies of Computer-Aided Drafting (CAD) electronic databases, drawings, or files for the TOWN's use in a future CAD system.
5. Attending additional meetings, including public meetings, as requested by TOWN.
6. Providing arrangements for all subsurface investigations, including but not limited to geotechnical borings, test pits, soil resistivity surveys, and other subsurface explorations beyond what is specifically included in basic services, and the TOWN making or arranging to have made the interpretations of data and reports resulting from such investigations.

7. Corps of Engineer Permitting, SWPPP, Traffic Control Plans, Subsurface Utility Engineering.
8. Providing architectural or landscape design.
9. Easement acquisition assistance or aid is acquiring property in fee, including in house labor by the Engineer, subconsultant services, additional metes and bounds descriptions, or property appraisals.
10. Any additional services that may be required by the TOWN for completion of the project that are not included in the Basic or Special Services.
11. Assisting TOWN or Contractor in the defense of prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. ENGINEER shall furnish such services, if any, on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
12. Easement acquisition assistance or aid is acquiring property in fee, including in house labor by the Engineer, subconsultant services, additional metes and bounds descriptions, or property appraisals.
13. Providing additional copies of plans and specifications or providing services for more than one construction project.
14. Factory witness testing of pumps.
15. Providing design services for modeling any of the lift stations.
16. Revisions to the plans, specifications, or bid proposal made after approval of the final documents by the TOWN.

END OF DOCUMENT

ATTACHMENT B-1

COMPENSATION

Compensation for BASIC ENGINEERING SERVICES shall be paid by the OWNER to the ENGINEER as identified in Activity A and Activity B above for the following lump sum amount.

Compensation for BASIC ENGINEERING SERVICES shall be paid by the OWNER to the ENGINEER as identified in Activity C and Activity D shall be based on actual hours and costs in accordance with the fee schedule below. ENGINEER's direct expenses, including subcontractor expenses, will include a multiplier of 1.15.

Compensation for SPECIAL SERVICES, when authorized in writing by the OWNER shall be paid by the OWNER to the ENGINEER as identified in Special Services above and shall be based on the actual hours and costs in accordance with the fee schedule below.

Compensation for ADDITIONAL SERVICES, when authorized in writing by the OWNER shall be paid by the OWNER to the ENGINEER as identified in Additional Services above and shall be based on the actual hours and costs in accordance with the fee schedule below and shall not exceed \$12,500.00. Additional services must be authorized in writing by the TOWN Time and materials billing for ENGINEER'S labor will be at the hourly rates provided in Attachment D. ENGINEER's direct expenses, including subcontractor expenses, will include a multiplier of 1.15

BASIC SERVICES		
Activity	Task Description	Fee
Activity A	Evaluation Services	\$38,500.00
SPECIAL SERVICES		Not to Exceed
Task 1	Geotechnical Investigation	\$3,500.00
Task 2	Survey	\$4,200.00
ADDITIONAL SERVICES		Not to Exceed
Additional Services		\$2,500.00
TOTAL FEE		\$48,700.00

BASIC SERVICES (AMENDMENT 1)		
Activity	Task Description	Fee
B	Design Services	\$94,500
C	Bid Phase Services	\$23,000
D	Construction Phase Services	\$56,000
	*Direct Reimbursables	\$7,000
Subtotal Basic Services		\$180,500
SPECIAL SERVICES		Not to Exceed
Task 2	Survey	\$8,000.00
ADDITIONAL SERVICES		Not to Exceed
Additional Services		\$10,000.00
TOTAL FEE (AMENDMENT 1)		\$198,500

TOTAL CONTRACT FEE	\$247,200.00
---------------------------	---------------------

*Direct Reimbursable Expenses include mileage, technology, reproduction, print, and postage fees.

The ENGINEER may submit interim statements, not to exceed one per month, for partial payment for SERVICES rendered. The statements to the TOWN will be by task for the percentage of work actually completed. The TOWN shall make interim payments within 30 calendar days in response to ENGINEER's interim statements.

ATTACHMENT C
TIME OF COMPLETION

Upon Receipt of a notice to proceed, we anticipate the following:

	<u>Calendar Days</u>
Evaluation Services	120
Design Services	180
Bid Phase Services	60
Construction Phase Services	300

ATTACHMENT D
PLUMMER ASSOCIATES, INC.
HOURLY FEE SCHEDULE
2020

Staff Description	Staff Code	2020 Rate
Admin Staff	A1 – A2	\$ 90.00
Admin Staff III	A3	\$ 93.00
Senior Admin Staff	A4	\$ 120.00
Designer/Technician	C1-C2	\$ 90.00
Designer/Technician III	C3	\$ 115.00
Senior Designer/Technician	C4	\$ 130.00
Construction Manager in Training (<i>CMIT</i>)	CM1	\$ 90.00
Construction Manager in Training II	CM2	\$ 105.00
Construction Manager in Training III	CM3	\$ 135.00
Construction Manager IV	CM4	\$ 145.00
Construction Manager V	CM5	\$ 165.00
Construction Manager	CM6	\$ 180.00
Senior Construction Manager	CM7	\$ 240.00
Principal Construction Manager	CM8	\$ 260.00
Resident Project Rep. I	RR1	\$ 80.00
Resident Project Rep. II	RR2	\$ 110.00
Resident Project Rep. III	RR3	\$ 130.00
Lead Resident Project Rep.	RR4	\$ 135.00
Field Tech I	LS1	\$ 75.00
Field Tech II	LS2	\$ 95.00
Survey Specialist I	LS3	\$ 105.00
Survey Specialist II	LS4	\$ 115.00
Survey Analyst	LS5	\$ 135.00
Chief of Parties	LS6	\$ 150.00
Engineer/Scientist Intern	ES0	\$ 60.00
Engineer-in-Training/Scientist-in-Training	ES1	\$ 115.00
Engineer-in-Training/Scientist-in-Training II	ES2	\$ 120.00
Engineer-in-Training/Scientist-in-Training III	ES3	\$ 125.00
Project Engineer/Scientist	ES4	\$ 145.00
Senior Project Engineer/Scientist	ES5	\$ 175.00
Project Manager	ES6	\$ 200.00
Senior Project Manager	ES7	\$ 240.00
Electrical Engineer in Training I	EE1	\$ 95.00
Electrical Engineer in Training II	EE2	\$ 120.00
Electrical Engineer in Training III	EE3	\$ 125.00
Electrical Specialist	EE4	\$ 145.00
Programmer	EE5	\$ 125.00
Programmer II	EE6	\$ 150.00
Senior Electrical Engineer	EE7	\$ 280.00
Principal	ES8 - ES9	\$ 305.00

Billing rates may be adjusted by up to 4 percent annually (at the beginning of each calendar year) during the term of this agreement.

A multiplier of 1.15 will be applied to all direct expenses.

A technology charge will be billed at \$5 per labor hour.



TOWN COUNCIL AGENDA ITEM NO. 13

REGULAR ITEM

DATE: November 15, 2021

FROM: Claire Barnes, Planner

ITEM: **Public Hearing to consider an ordinance amending the Master Plan (MPA21-0006 – Spinks Road Tract) to amend Section 1.0, Land Use Plan, of the Master Plan, and Section 2.0 Area Plans, of the Master Plan, to change the current land use designation from Estate Residential and Lakeside Business District with Campus Commercial uses to Low Density Residential uses. The property is generally located east of Long Prairie Road and north of Spinks Road. (*The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its September 27, 2021 meeting. Town Council voted to table the item, by a vote of 5 to 0 at its October 4, 2021, meeting.*)**



SUMMARY DATA:

- Lot Size – 76.02 acres
- MPA Request – Change land use from Lakeside Business District with Campus Commercial and Estate Residential uses to Low-Density Residential uses, minimum 15,000 square foot lots
- SMARTGrowth – Passed
- Traffic Analysis - Passed

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

ATTACHMENTS:

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

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

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

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 1.0, "LAND USE PLAN," AND SECTION 2.0, "AREA PLANS," 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 LAKESIDE BUSINESS DISTRICT WITH CAMPUS COMMERCIAL USES AND ESTATE RESIDENTIAL USES TO LOW-DENSITY RESIDENTIAL USES ON APPROXIMATELY 76.020 ACRES OF LAND BEING ALL OF LOT 2, BLOCK A, AND LOT 4, BLOCK A, OF THE MIDDLE SCHOOL NO. 14 ADDITION; 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 municipality acting under its charter adopted by the electorate pursuant to Article XI, Section 5, of the Texas Constitution and Chapter 9 of the Local Government Code; and,

WHEREAS, the 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 of the Code of Ordinances of the Town of Flower Mound, the owner of the property described as approximately 76.020 acres of land being all of Lot 2, Block A, and Lot 4, Block A, of the Middle School No. 14 Addition, Denton County, Texas, has filed an application for a Master Plan Amendment to change the current land use designation from Lakeside Business District with Campus Commercial Uses and Estate Residential Uses to Low-Density Residential Uses; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas, held a public hearing on September 27, 2021, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on October 4, 2021, 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 76.020 acres of land being all of Lot 2, Block A, and Lot 4, Block A, of the Middle School No. 14 Addition, 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 Lakeside Business District with Campus Commercial Uses and Estate Residential Uses to Low-Density Residential Uses for the approximately 76.020 acres of the project area depicted on Exhibit "B," attached hereto and incorporated herein for all purposes.

Section 2.0, "Area Plans," of the Master Plan is hereby amended by removing the project area from the Lakeside Business District Area as depicted on Exhibit "B," attached hereto and incorporated for all purposes, and by deleting the following:

"Buffers will also be necessary between the Office/Retail area at the northeast corner of the International Parkway/Spinks Road intersection and the adjacent Estate Density Residential District to its east and north. Since neither of these developments has yet been planned, the buffer between the uses needs to be incorporated into the land development planning for this area."

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 15TH DAY OF NOVEMBER, 2021.

APPROVED:

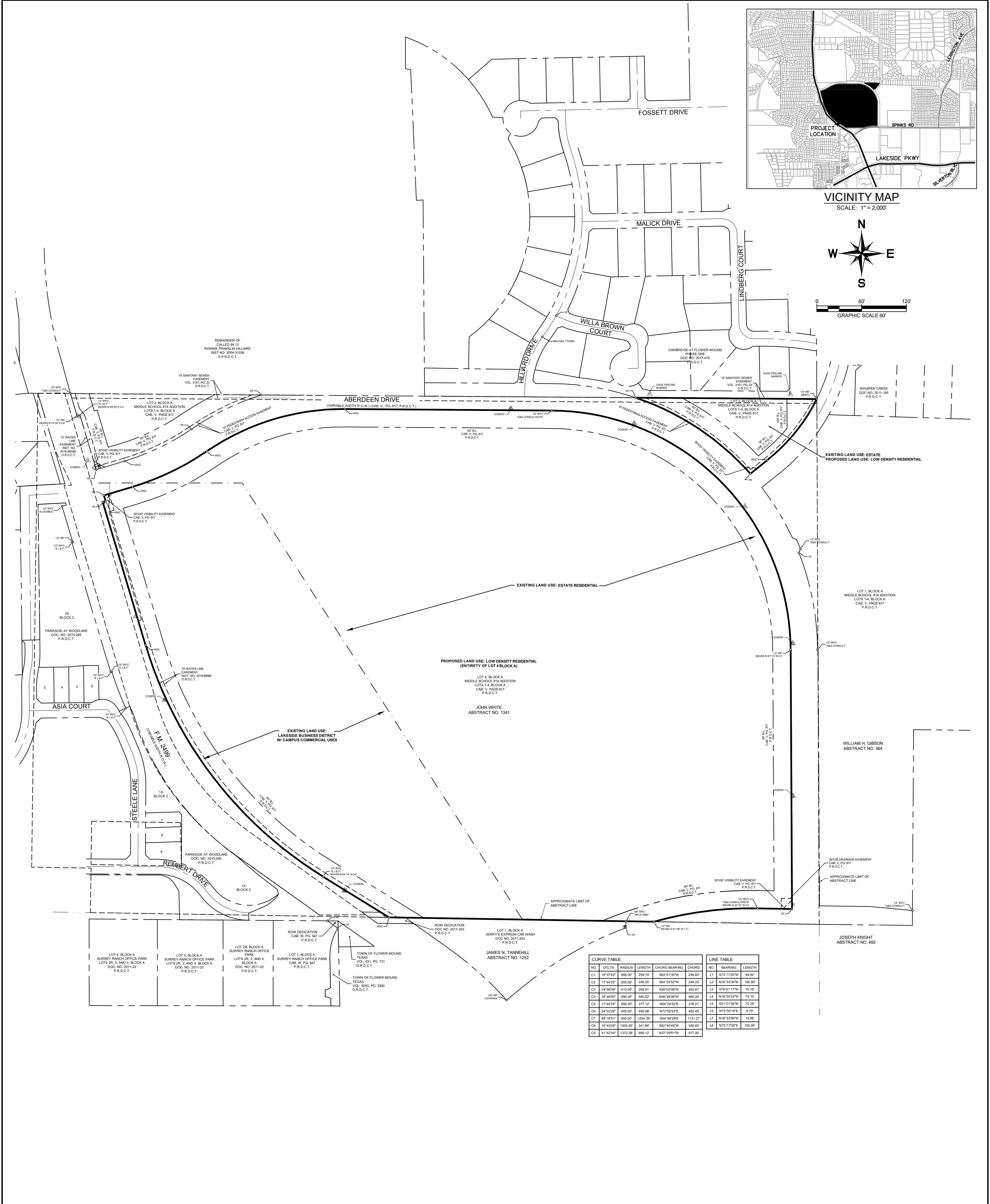
Derek France, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**

EXHIBIT "A" – PROPERTY DESCRIPTION

Being Lots 2 and 4, Block A, of Middle School #14 Addition, an Addition to the Town of Flower Mound, Denton County, Texas, according to the Map or Plat thereof recorded in Cabinet V, Page 817, of the Map and/or Plat Records, Denton County, Texas.



DESCRIPTION OF SURVEYED PROPERTY:

Being Lots 2 and 4, Block A, of Middle School #14 Addition, an Addition to the Town of Flower Mound, Denton County, Texas, according to the Map or Plat thereof recorded in Cabinet V, Page 817, of the Map and/or Plat Records, Denton County, Texas.

SURVEYORS CERTIFICATION:

To: Toll Southwest LLC;
Lewisville Independent School District, a political subdivision of the state of Texas;
First American Title Guaranty Company;
Westminster Title Agency Inc.;

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

OWNER:
Lewisville Independent School District
1565 W. Main Street
Lewisville, TX 75067
Tel: (469) 713-5200

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

ENGINEER/SURVEYOR:
Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, TX 75034
Tel: (972) 335-3580
Contact: Casey Ross, P.E., CFM

MASTER PLAN INFO:

LAND USE PLAN: ESTATE RESIDENTIAL AND LAKESIDE BUSINESS DISTRICT

URBAN DESIGN PLAN: LONG PRAIRIE DISTRICT

PARKS AND TRAILS PLAN: MULTI-USE TRAIL REQUIRED ALONG FM 2499

OPEN SPACE PLAN: N/A

THOROUGHFARE PLAN: SPINKS ROAD → URBAN MINOR ARTERIAL
F.M. 2499 → MAJOR ARTERIAL
ABERDEEN ROAD → URBAN MINOR ARTERIAL

WATER PLAN: EX. 12" IN SPINKS ROAD AND ABERDEEN ROAD

WASTEWATER PLAN: EX 12" IN ABERDEEN

ECONOMIC IMPACT: RESIDENTIAL PROPERTY TAXES

MASTER PLAN AMENDMENT EXHIBIT
FOR

LISD SPINKS ROAD

BEING 76.020 ACRES
OUT OF THE
JOHN WHITE SURVEY, ABSTRACT NO. 1341
IN THE
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 150'	YAZ	TSK	03/21/2021	068625019	1 OF 1



TOWN COUNCIL AGENDA ITEM NO. 14

REGULAR ITEM

DATE: November 15, 2021

FROM: Claire Barnes, Planner

ITEM: Public Hearing to consider an ordinance for rezoning (ZPD21-0004 – Spinks Road Tract) from Agricultural District uses to Planned Development District No. 182 (PD-182) with Single Family District-15 uses and with certain exceptions and modifications to the Code of Ordinances, including but not limited to an exception to ‘Underground Utilities’ pursuant to Section 82-377, Exceptions, and an exception to ‘Depth’ pursuant to Section 90-272, Lot depth, lines, and frontage. The property is generally located east of Long Prairie Road and north of Spinks Road. *(The Planning and Zoning Commission recommended approval of concept plan “C” from the applicant’s presentation, by a vote of 6 to 0 at its September 27, 2021, meeting. Town Council voted to table the item, by a vote of 5 to 0, at its October 4, 2021, meeting.)*



SUMMARY DATA:

- Lot Size – 76.02 acres
- Proposed Zoning – PD for SF-15 (Single Family District – 15)
- Proposed Lots – Revised to 127 buildable lots for density of 1.67 units per acre
- SMARTGrowth – Passed
- Traffic Analysis – Passed, based on the TIA analysis, the traffic generated by the proposed development is not anticipated to drop the LOS of Silveron below a LOS of C. The TIA was conducted based on the development’s commitment to complete the remaining lanes of Aberdeen Drive. Since most of Aberdeen Drive is currently undivided, the TIA made several recommendations for median openings, as well as both right and left turn lanes.
- Exceptions – Underground Utilities
- Incentives – N/A

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

At the P&Z meeting, the applicant provided alternative concept plans that included park dedication. After deliberation, the P&Z Commission recommended approval of concept plan “C”.

After the October 4, 2021, Town Council meeting, the applicant incorporated feedback from Town Council and submitted a revised plan package. The revised plan includes a 2-acre park on the northern side of the property as depicted on the concept plan “C” that was shown to both P&Z and Council previously. As part of the revisions, the number of lots was reduced to 127 buildable lots, and the applicant is no longer requesting the Lot Depth to Width exception.

ATTACHMENTS:

1. Draft Ordinance
2. Updated Plans (LOI, Underground Utilities, Tree Survey)
3. [Planning and Zoning Commission Staff Report Link](#)

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

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

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, "LAND DEVELOPMENT REGULATIONS," OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 76.020 ACRES OF LAND BEING ALL OF LOT 2, BLOCK A, AND LOT 4, BLOCK A, OF THE MIDDLE SCHOOL NO. 14 ADDITION, FROM AN AGRICULTURAL DISTRICT (A) TO PLANNED DEVELOPMENT DISTRICT-182 (PD-182) WITH SINGLE-FAMILY DISTRICT-15 (SF-15) 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 municipality acting under its charter adopted by the electorate pursuant to Article XI, Section 5, of the Texas Constitution and Chapter 9 of the Local Government Code; and,

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

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as 76.020 acres of land being all of Lot 2, Block A, and Lot 4, Block A, of the Middle School No. 14 Addition, Denton County, Texas, have filed an application to change the zoning from Agricultural District (A) to Planned Development District No. 182 (PD-182) with Single-Family District-15 (SF-15) uses; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on September 27, 2021, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on October 4, 2021, 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:

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 76.020 acres of land being all of Lot 2, Block A, and Lot 4, Block A, of the Middle School No. 14 Addition, Denton County, Texas, and more fully described in Exhibit "A1" and as depicted in the zoning exhibit attached as Exhibit "A2" hereto.

Planned Development District No. 182 (PD-182) with Single-Family District-15 (SF-15) uses.

SECTION 2

The Development Standards, Conceptual Site Plan, and Conceptual Landscape Plan of the proposed Planned Development District No. 182 (PD-182), attached hereto as Exhibits "B," "C," and "D," each incorporated herein for all purposes allowed by law, are hereby approved as the Development Standards, Conceptual Site Plan and Conceptual Landscape Plan for this Planned Development District No. 182 (PD-182).

SECTION 3

The official map of the Town of Flower Mound is hereby amended and the Director of Planning Services is directed to revise the official zoning map to reflect the approved Planned Development District No. 182 (PD-182), 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," and "D," attached hereto, as well as the applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town of Flower Mound.

SECTION 5

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

SECTION 6

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

Ordinance of any such unconstitutional section, paragraph, sentence, clause, or phrase.

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 15TH DAY OF NOVEMBER, 2021.

APPROVED:

Derek France, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**

EXHIBIT "A" – PROPERTY DESCRIPTION

Being Lots 2 and 4, Block A, of Middle School #14 Addition, an Addition to the Town of Flower Mound, Denton County, Texas, according to the Map or Plat thereof recorded in Cabinet V, Page 817, of the Map and/or Plat Records, Denton County, Texas.

Exhibit “B”

Development Standards

Planned Development District No. 182 (PD-182) Spinks Road Tract

The development on the property comprising approximately 76.020 acres of land within the corporate limits of the Town of Flower Mound (“Town”) and as described on Exhibit “A” to this Zoning Ordinance adopting PD-182 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.

The following exhibits are incorporated into this Planned Development District:

1. Exhibit C: Conceptual Site Plan.
2. Exhibit D: Conceptual Landscape Plan.

B. Uses.

Development of Spinks Road Tract, comprising approximately 76.020 acres of land, shall comply with all regulations applicable to the Single-Family Residential District-15 (SF- 15) contained in the Town’s Land Development Regulations, as amended, except as otherwise provided and/or limited herein.

C. Dimensional Regulations. The dimensional regulations listed in the Single-Family District-15 (SF-15) in the Town’s Zoning Ordinance shall be required for this Planned Development except as modified below:

1. Minimum side yard. The minimum side yard shall be 10 feet, subject to Section 98-1027.
2. Maximum lot coverage. The maximum lot coverage shall be 40 percent, subject to Section 98-1029.

D. Landscape Standards.

1. Landscaping shall be in accordance with the Town’s landscape ordinance as amended as shown on Exhibit “D.”
1. Perimeter fences shall substantially conform with the layout and design shown on Exhibit “D.” Fences constructed adjacent and parallel to dedicated park, trail, or open space areas may either be a minimum four-foot (4’) wrought-iron or tubular steel fence or a two-foot six-inch (2’6”) knee wall with three-foot four-inch (3’4”) wrought iron on top and masonry columns as detailed on Exhibit “D.”

E. Phasing.

1. Perimeter landscaping must be installed at the time of each associated phase as indicated on Exhibit “C.”

2. At each phase, perimeter landscaping must substantially conform with the landscaping shown for that phase on "Exhibit D."

F. Trail Requirements.

1. There shall be a minimum eight-foot-wide multi- purpose trail along the Long Prairie Road frontage as required by the Parks & Trails Master Plan.

G. Supplemental Standards.

1. Maximum number of buildable lots shall be 127.
2. All x-lots shall be owned and maintained by the HOA, with the exception of 1X which will be dedicated as parkland. No dwelling units are permitted on any x-lot.
3. Lot 1, Block A of the Middle School No. 14 Addition must remain undeveloped with the exception that wrought iron/tubular fencing for safety purposes, trails, and sidewalks are permitted. The Town must approve any improvements, which must meet Town standards.

H. Exceptions. The following exceptions to the Town's Ordinances shall apply to this Planned Development.

1. An exception to "Underground Utilities" pursuant to Section 82-377, "Exceptions," of the Code of Ordinances is granted allowing 2,250 linear feet of overhead power lines along Long Prairie Road.



TBG

Spinks Road Tract

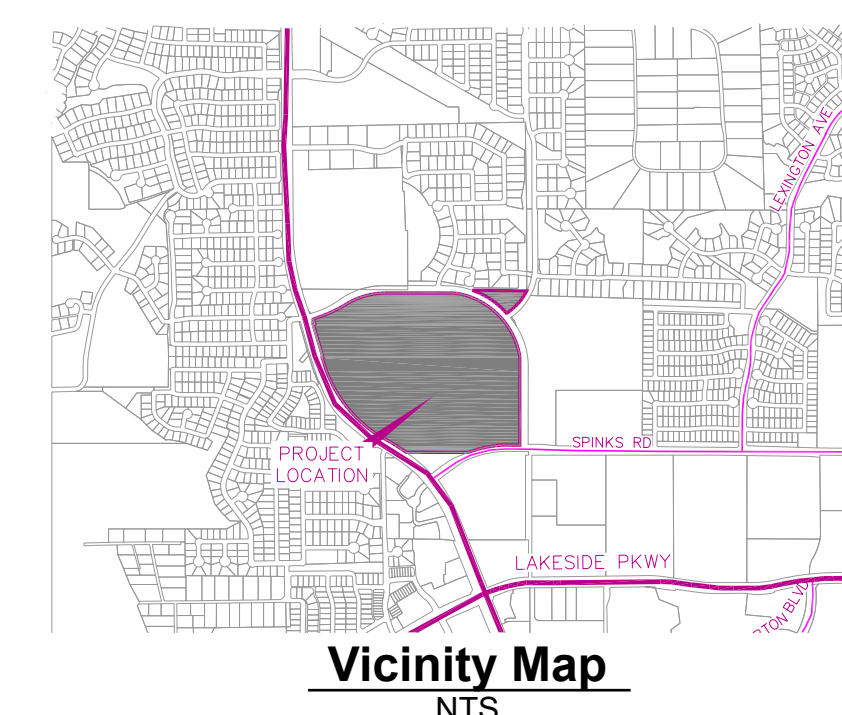
concept plan

Flower Mound, Texas
03/22/21
Revised: 06-11-2021
08-24-2021
10-11-2021

OWNER:
Lewisville Independent School District
1565 W. Main Street
Lewisville, TX 75067
Tel: (469) 713-5200

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

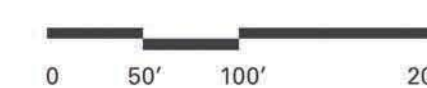
ENGINEER/SURVEYOR:
Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, TX 75034
Tel: (972) 335-3580
Contact: Casey Ross, P.E., CFM



TBG
2001 Bryan St.
Suite 1450
Dallas, Texas 75201

(214) 744 0757
tbqpartners.com

The information shown is based on the best information available and is subject to change without notice.



LISD SPINKS TRACT

TOWN OF FLOWER MOUND

C O N C E P T U A L L A N D S C A P E / S C R E E N I N G P L A N

PROJECT TEAM

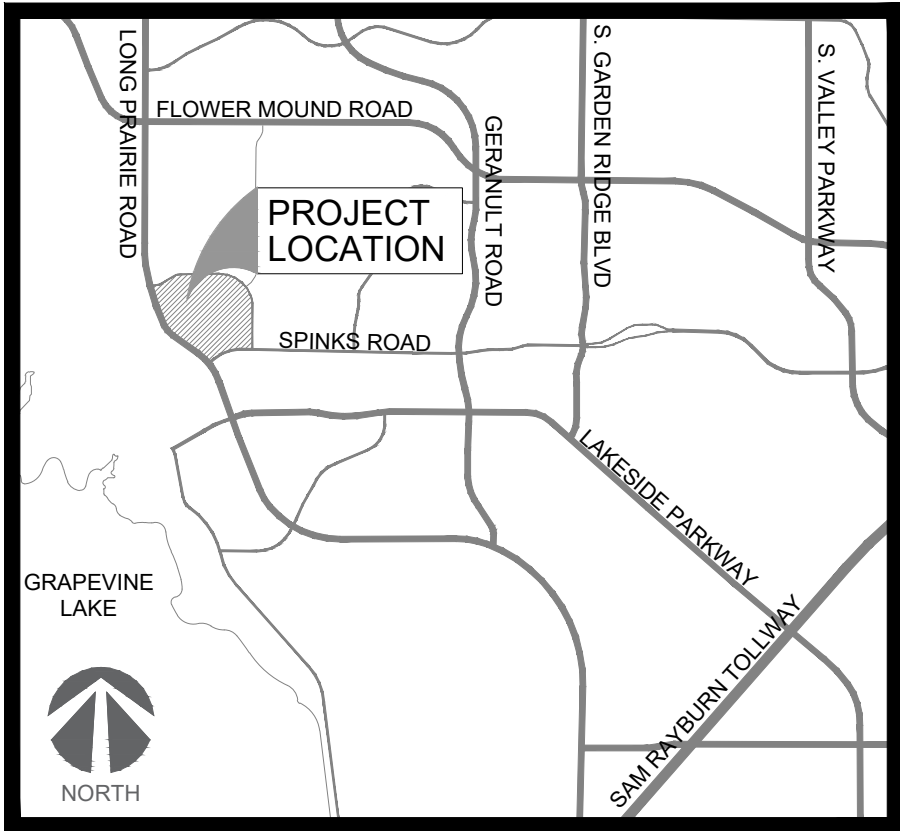
OWNER

Toll Brothers
Contact:
Mike Boswell
Demerius Seals
2555 SW Grapevine Parkway, Suite 100
Grapevine, TX 76051
832.470.2955

LANDSCAPE ARCHITECT

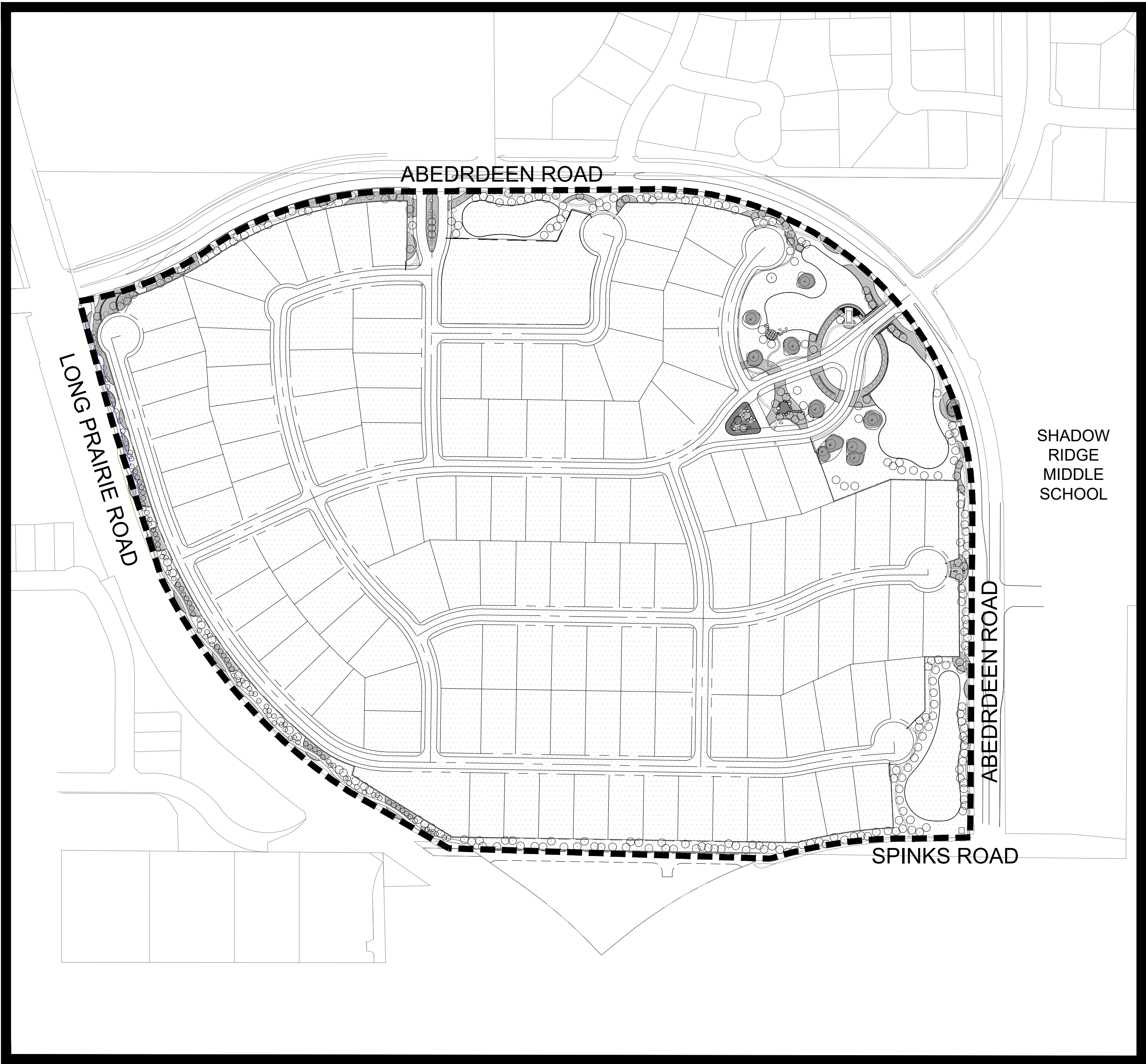


Green Door Studio
Contact:
Paul Cozzolino
PO Box 38415
Dallas, TX 75238
O: 972.855.8705



VICINITY MAP

N.T.S.



SITE MAP

NOT FOR REGULATORY
APPROVAL,
PERMITTING, OR
CONSTRUCTION

Paul Cozzolino
10/25/2021

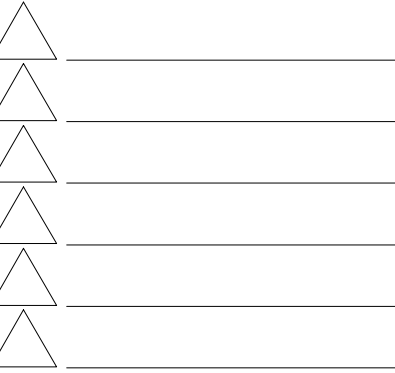
Sheet List Table

Sheet Number	Sheet Title
—	Cover
G-1.01	General Construction Notes
G-1.02	Overall Screening Plan
G-1.03	Overall Key Plan
LC-1.01	Conceptual Landscape and Screening
LC-1.02	Conceptual Landscape and Screening
LC-1.03	Conceptual Landscape and Screening
LC-1.04	Conceptual Landscape and Screening
LC-1.05	Conceptual Landscape and Screening
LC-1.06	Conceptual Landscape and Screening
L-3.01	Hardscape Details
L-3.02	Hardscape Details
L-3.03	Hardscape Details
L-4.01	Planting Details Schedule and Notes
L-4.02	Planting Details Schedule and Notes

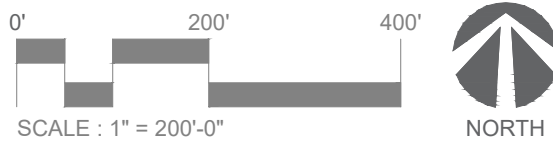
ISSUED

03/22/2021 City Submittal
05/10/2021 City Submittal - Comment Response
06/14/2021 City Submittal - Comment Response
08/19/2021 City Submittal - Comment Response
10/11/2021 City Submittal - Comment Response
10/25/2021 City Submittal - Comment Response

REVISIONS



PROJECT NO. : 210001
DRW: P.C., F.Y.
RVW: P.C.



GENERAL CONSTRUCTION NOTES

- Unless otherwise indicated, the Owner's Representative for this project shall be a specifically designated landscape architect from Green Door Studio. The Contractor will be required to coordinate and correspond with the landscape architect from Green Door Studio and key consultants for the Owner.
- These drawings supplement other contractual information which may include Bid Instructions and Project Specifications. Anything mentioned in the Project Specifications and not in the drawings, or vice-versa, shall be of like effect as if shown on or mentioned in both. In case of a discrepancy between Drawings or Project Specifications, the matter shall be immediately submitted to the Owners Representative; without his decision said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense. The Landscape Contractor shall not take advantage of any apparent error or omission on the Drawings or in the Specifications. In the event the Contractor discovers such error or omission, he shall immediately notify the Owner's Representative. The Owner's Representative will then make such clarification and interpretations as may be deemed necessary for the Contractor to fulfill the intent of the Contract.
- The intent of these drawings, details and associated specifications is for the Contractor to provide the Owner with a complete, accurate, functionally and technically sound project as generally described in these documents. In most cases, unless explicitly noted otherwise, drawing symbols are used to represent complete-in-place systems to be provided as part of the base bid. All elements shown or implied by the drawings, if not specifically detailed or specified, shall be installed per building codes, manufacturer's recommendations, state highway department standards, city standards and specifications and standard industry practices.
- All work within this project shall conform to current local codes, ordinances, as well as all other applicable governing regulations in effect.
- The Contractor shall obtain, at his expense, all specialty permits needed for specific items included with the work, unless otherwise indicated in the Contract Documents. Contractor shall comply with all notifications and inspection requirements.
- Unless specifically noted otherwise in the Contract Documents, the Contractor shall obtain and coordinate all technical tests and reports by a certified independent laboratory or agency as outlined in the Specifications or these Drawings. The Owner may, at the Owner's sole discretion, provide separate testing and/or inspection service and the Contractor is required to fully coordinate with those consultants/contractors. Owner is to pay for all soils and materials testing.
- An Existing Condition Survey has been provided to the Owner by registered surveyors under separate contracts for the basis of design. It is not to be considered as part of the Contract Documents. These survey plans have been reformatted and included in these documents. The Contractor is required to visit the site to verify information. Without exception, any deviations or omissions found between these plans and existing site conditions shall immediately be brought to the attention of the Owner's Representative.
- Existing utility information and utility information for proposed work by others that is shown in these documents is approximate and for general information only. It is not intended to depict exact locations of all utilities. The Contractor shall notify all utility companies to stake and field verify the locations including depths of all utilities (existing, proposed by others, or currently under construction), prior to commencing any related operations. Contractor shall maintain utility locations/structures during all remaining phases of work. The Contractor shall report to the Owner's Representative any utilities that may conflict with proposed work. The Contractor shall explore, understand, and coordinate (with other Sub-Contractors) all utilities impacts prior to submitting bid and shall be responsible for any modifications or damages to utility lines, structures or injuries therefrom. For existing utility information contact The One-Call Board of Texas (OCB) at 811 or 800-545-6005. A minimum notice of 3 business days in advance of locational needs is required.
- These drawings do not specify safety materials, staffing, equipment, methods or sequencing to protect persons and property. It shall be the Contractor's sole responsibility to direct and implement safety operations, staffing, procedures to protect the Owner and his representatives, new improvements, property, other Landscape Contractors, the public and others.
- The Contractor shall meet periodically with the Owner's Representative to determine marshalling areas, on-site storage, and Contractor staff parking and to coordinate security issues, construction sequencing/phasing, scheduling, and maintaining public, emergency, handicapped or operations access before starting the related work. The Contractor shall meet any "Construction Criteria" or requirements shown on any Contract Documents, phasing plans or any imposed plan by the Owner as a part of the Base Bid.
- Some work in this Contract may occur concurrent with work by others. Phasing, sequencing and coordination, with work by others, and on-going facility operations in and around the site area, is a part of the scope of work for this project. Notice to proceed with work in any general area shall be obtained from the Owner.
- The Contractor will be required to complete all the work of this project according to these proposed drawings or subsequent clarification. A strict period of performance, including dates of substantial completion (for all and/or portions) and liquidation damages may be an integral element of the Contract.
- Any site improvements requiring removal under this contract shall be properly and legally disposed off-site or, at the Owner's option, surrendered/stockpiled in an approved on-site location per the direction of the Owner's Representative.
- The Contractor is required to maintain a complete and "up-to-date" set of all Contract Documents, including clarifications, change orders, etc., in good condition, at the construction site at all times. This set of documents will be made immediately available for review by the Owner's Representative and/or authorized Consultants upon request. Complete "As-Built" drawings and document submittals are also a requirement of this contract.
- Maintenance, warranties and performance guarantees may be a requirement of this contract - see specifications.
- Notes and details on specific drawings shall take precedence over general notes and typical details. The Contractor shall refer to all other Division Notes, Sheets Notes, Drawings and Project Contract Documents for additional information.
- The Contractor shall refer to other related drawings for all other related improvements that will impact this project and require coordination.

GRADING AND PLANTING PREPARATION NOTES

- These grading plans are intended to show vertical control of the site and are based upon the benchmarks, existing elevations and topography as provided by the Owner's surveyor. However, the Contractor, upon submittal of bid, agrees to accept the site grades and make all adjustments required to accomplish the work as proposed. Additionally proposed design elevations for adjacent construction projects may have to be incorporated if necessary. (Construction drawings for work by others, if applicable, are available upon request). Staking of future adjacent improvements, by this contract phase or by others, may be required if directed by the Owner's Representative to ensure proper coordination and requested staking is to be provided as part of this Base Bid.
- This Contractor shall verify all existing grades to remain and all adjacent new construction grades for compliance with those shown, prior to bid and construction. All deviations or conflicts with proposed work shall be reported immediately (with follow-up written) notice within 24 hours to the Owner's Representative for direction to proceed.
- It is this Contractor's responsibility to provide proper positive drainage throughout this contract area. Field conditions shall be verified in conjunction with the proposed elevations to ensure that adequate drainage is provided. Report deviations or conflicts to Owner's Representative.
- All design elevations shown are "finished grades" unless otherwise indicated. Contractors shall refer to drawings, details and specifications regarding depth of sub-grade materials required to construct project improvements.
- All topsoil and/or drainage way muck excavation shall be saved and stockpiled in approved locations for future use.
- The Contractor shall be responsible for finished grading of the project. The Contractor and Owner's Representative shall review the extent of grading prior to commencing work.
- The Contractor shall fine grade, rake and be responsible for positive drainage away from all structures and throughout site, with accurately set flow lines. No low spots or ponding of surface water will be accepted in the final work. No rocks or debris will be accepted. Final grade tolerances are +/-0.1 foot maximum.
- Prior to posting Turf Sod, Turf Seed and Plant Bed areas, eradicate all weeds, briars and vines with post-emergent herbicide such as "Round-Up" applied by licensed personnel following manufacturers recommendations and taking all necessary precautions. After weed eradication and removal and the specified waiting period apply 10 lb of MicroLife Hummates Plus per 1,000 sq ft to restore soil health.
- Turf Sod and Turf Seed areas shall be raked smooth, removing and disposing of stones over 1" diameter and fine graded to feather into natural grade.
- Plant Beds to be prepared to a 6" depth to accommodate 4" depth of compost tilted and thoroughly blended with the native soil and 2" mulch layer. Bed preparation to include a minimum of (3) tilling's. Provide a 6' x 6' mockup of the bed preparation for Owner's Representative review and approval.

- 1st Till-
Till the soil surface to a minimum depth of 6". Stones larger than 1" diameter shall be removed and disposed of off-site.
- 2nd Till-
Spread 2" of compost on the surface of the tilled soil. Till the compost into the tilled soil to a minimum depth of 6" thoroughly blending the native soil with the compost. Smooth out the grade, rake and remove clods, stones larger than 1" diameter, and debris and dispose of off-site.
- 3rd Till-
Spread 2" of compost and organic fertilizer (2 lbs. per 100 sf) on the surface of the thoroughly blended/ tilled soil. Till the compost and the fertilizer into the blended/ tilled soil to a depth of 3". Smooth out the grade. Rake soil back from the edges to accommodate 2" mulch depth. In Bid Proposal furnish a unit price per cubic yard of placed compost. This unit price will be used in the adjustment of bed areas.

LAYOUT NOTES

- All work shown shall be field staked or otherwise denoted and subject to field verification, review and approval by the Owner's Representative prior to any constructions or demolition. Field staking of all proposed work and adjacent construction (even if future work by others) may be required by the Owner's Representative prior to approval of all improvements and adequate stakes shall be provided by Contractor's surveyor.
- To expedite the layout of the site layout coordinates and/or grids may have been established in the Drawings. These points shall be field staked by the Contractor's surveyor as a part of this contract. The establishment of these points shall be approved by the Owner's Representative prior to any construction in those areas and will assist the Contractor in the layout of all site improvements as shown on drawing or otherwise.
- The construction tolerances for this project are minimal and the dimensions shown are to be strictly adhered to.
- Computed dimensions shall take precedence over scaled dimensions. Large scale drawings shall take precedence over small scale drawings. Dimensions shown with (+/-) shall be the only layout information allowed to vary, and may only vary to the tolerances given.
- The Contractor is responsible to provide complete-in-place systems and a complete project, and any intermittent or periodic approvals received for portions of work, stakes, grades, or forms (by the Owner's Representative, architects, engineers, or others) shall not waive the Contractor's requirements to comply with the intent of any and all portions of this contract.
- Field staked locations for walks, roads, swales, walls, curbs, structures etc. may be requested by the Owner's Representative. Specific layout information will be provided to the Contractor by the Owner's Representative in AutoCAD (.dwg) format when requested.
- It is the intent and requirement of this contract to provide curvilinear walks, walls and curbs with smooth transitions and arcs (both horizontal and vertical). Straight segments and abrupt transitions will not be accepted unless shown as such on the plans. Wood curving forms may be required to obtain the proper effects.
- When indicated on the Drawings, improvements that are to be coordinated on site with the Owner's Representative will be field staked or painted for approval of layout by the Owner's Representative prior to installation. Notify the Owner's Representative a minimum of 24 hours in advance for review. Improvements installed without field approval by Owner's Representative may be rejected. Rejected work must be removed and replaced.

IRRIGATION NOTES

- It is the intent of this Contract for the Contractor to design and install a complete automatic 2-wire Weathermatic controlled irrigation system based on the information, details and specifications provided in these documents.
- The Contractor shall submit an irrigation plan for review and approval by the Owner's Representative prior to commencing work. Work completed before the approval of the plan may be rejected.
- The irrigation system shall be capable of applying full head to head coverage of 1" of water per week. Irrigation times shall be limited to two days per week between the hours of 7pm and 10am.
- The Contractor shall be responsible for becoming aware of all related existing conditions, utilities, pipes and structures, etc. prior to bidding and construction. The Contractor shall be held responsible for contacting all utility companies for field location of all underground utility lines, including depths, prior to any excavation. The Contractor shall notify the Owner's representative of apparent conflicts with construction and utilities so that adjustments can be planned prior to installation. Contractor shall take sole responsibility for any and all cost or other liabilities incurred due to damage of said utilities/structures/etc.
- The Contractor shall not willfully proceed with construction as designed when it is apparent that unknown obstructions and/or grade differences exist that may not have been known during design. Such conditions shall be immediately brought to the attention of the Owner's Representative for clarification. The Contractor shall assume full responsibility for all liabilities, including necessary revisions due to failure to give such notification.
- Contractor shall be responsible for coordination with subcontractors and other contractors of related trades as required to accomplish the installation of the irrigation system and related operations. Refer to the Planting Plans for locations of trees, beds, edging, etc.
- Coordinate installation of irrigation system with installation of all adjacent planting, pavements, curb and related structures. Any damage to existing improvements is the responsibility of the Contractor.
- Contractor shall notify Owner's Representative 48 hours prior to commencement of work to coordinate project inspection schedules.
- The Contractor shall be a registered Landscape Irrigator in the State of Texas.
- It is the design and the final installation of the irrigation system shall conform to all TCEQ and local rules and regulations.
- It is the Contractor's responsibility to coordinate final locations of irrigation equipment with the Owner's Representative to avoid paving, utilities, etc.
- It is the responsibility of the Contractor to be familiar with grade differences, location of walls, structures and utilities. The Contractor shall replace or repair all items damaged by his work.
- It is the intent of these documents to have the Contractor provide a complete operational irrigation system. The Contractor shall verify water pressure prior to construction. The Contractor shall report any discrepancy between design pressure and actual pressure to the Owner's Representative prior to commencing work.
- The Contractor shall obtain all permits and licenses, pay all charges and fees and file all notices required and necessary to provide a complete and operational irrigation system.
- The Contractor shall supply the Owner's Representative complete "as-built" record drawings showing the location of all mainlines, valves (manual and electric), controllers and control and monitoring devices. "As-built" drawings shall include a complete schedule outlining each zone by controller, type of zone (rotor, spray, drip, bubbler, etc.), flow rate, precipitation rate and general location.
- The Contractor shall provide a typed and laminated schedule outlining each zone by controller, type of zone (rotor, spray, drip, bubbler, etc.), flow rate, precipitation rate and general location. A copy of this schedule shall be affixed to the inside door of each controller.
- Each controller shall be equipped with an approved rain sensor device. Mounting location of sensor shall be approved by Owner's Representative.
- Install all backflow prevention devices and piping between the point of connection and the backflow prevention devices per local codes and ordinances.
- Final location of backflow prevention devices and system controllers shall be approved by Owner's Representative.
- Electrical service will be provided at the location of the controller by others. It is the responsibility of the Contractor to make the final connection from the service to the controller.
- All sleeving under proposed walks, walls and other like improvements shall be located by a mark in the concrete at each end of sleeve locations. The mark shall be a "V" 4" long x 1/8th" deep pointing to the sleeve ends.
- All piping and wiring shall be installed in SCH 40 PVC sleeves. Install sleeving based on sleeve sizing guide below:
Pipe Size or Wire Quantity Required Sleeve
3/4" - 1-1/4" Piping 2" PVC Sleeve
1 1/2" - 2" Piping 4" PVC Sleeve
2 1/2" - 3" Piping 6" PVC Sleeve
4" - Piping 8" PVC Sleeve
6" - Piping 10" PVC Sleeve
1 to 25 Control Wires 2" PVC Sleeve
26 to 75 Control Wires 3" PVC Sleeve
- Pipe velocity shall not exceed 5 feet per second. Minimum pipe sizes shall be as follows:
0-10 gpm use 3/4"
10-15 gpm use 1"
15-25 gpm use 1-1/4"
25-35 gpm use 1-1/2"
35-50 gpm use 2"
50-80 gpm use 2-1/2"
80-120 gpm use 3"
- All sprinkler heads shall be set perpendicular to the finished grade unless noted otherwise.
- The Contractor will be required flush and adjust all sprinkler heads and valves as necessary to provide optimal coverage with minimal overspray on to walks, streets, walls, fences, etc.
- All control wires are to be 14 AWG solid copper, insulated, direct burial wire, UF and UL listed. All wire connections between wires and to valves are to be made inside valve boxes using "King Brothers Snap Tile" wire connectors or approved equal.
- All equipment not otherwise detailed or specified shall be installed in accordance with the manufacture's instructions, recommendations and specifications.
- Some areas in these plans require temporary (manual or piped) irrigation. Refer to plans for these locations. Contractor is responsible for watering for establishment 90 days. Plants in these areas are not included in warranty.

PLANTING NOTES

- Contractor shall be responsible for becoming aware of all related existing conditions, utilities, pipes and structures, etc. prior to bidding and construction. The Contractor shall be held responsible for contacting all utility companies for field location of all underground utility lines, including depths, prior to any excavation. The Contractor shall notify the Owner's Representative of apparent conflicts with construction and utilities so that adjustments can be planned prior to installation. Contractor shall take sole responsibility for any and all cost or other liabilities incurred due to damage of said utilities/structures/etc.
- The Contractor shall not willfully proceed with construction as designed when it is apparent that unknown obstructions and/or grade differences exist that may not have been known during design. Such conditions shall be immediately brought to the attention of the Owner's Representative for clarification. The Contractor shall assume full responsibility for all liabilities, including necessary revisions due to failure to give such notification.
- Contractor shall be responsible for coordination with subcontractors and other contractors of related trades as required to accomplish the planting and related operations.
- The acceptable tolerances for this project are minimal and specific layout is required as shown on the layout, planting and other plans. Final location and staking of all plant materials shall be accepted by the Owner's Representative in advance of plantings.
- Coordinate installation of all plant material with installation of all adjacent irrigation, pavements, curb and related structures. Any damage to existing improvements is the responsibility of the Contractor.
- Contractor shall notify Owner's Representative 48 hours prior to commencement of work to coordinate project inspection schedules.
- The Contractor shall take all necessary scheduling and other precautions to avoid climatic damage to plants. A "planting" of specific calendar days is required to be submitted by the Contractor for approval and planting operations should occur per this approved schedule.
- If conflicts arise between size of areas and plans, Contractor is required to contact Owner's Representative for resolution. Failure to make such conflicts known to the Owner's Representative will result in Contractor's liability to relocate the materials.
- Plant names may be abbreviated on the drawings. See plant legend for symbols, abbreviations, botanical/common names, sizes, estimated quantities (if given) and other remarks.
- It is the Contractor's responsibility to furnish all plant materials free of pests or plant diseases. Pre-selected or "tagged" material must be inspected by the Contractor and certified pest and disease free. It is the Contractor's obligation to maintain and warranty all plant materials per the specifications. All plants shall be subject to Owner's approval prior to installation.
- Where provided, area takeoffs and plant quantity estimates in plant list are for information only. Contractor is responsible to do their own quantity take-offs for all plant materials and sizes shown on plans. In case of any discrepancies, plans take precedence over call-outs and/or the plant list(s).
- Contractor shall provide "per-unit costs" for every size of plant material, and by type, as called out on Planting Plans in the Bid Proposal. Unit cost to include the plant material itself and installation, including all labor, amendments, fertilizers, warranty, etc., as detailed and specified for each size, "complete in place".
- The Contractor is responsible to restore all areas of the site, or adjacent areas, where disturbed by operations of or related to the Contractor's work. Sod areas disturbed shall be restored with new sod. Native areas disturbed, if not already improved to meet other requirements of this contract, shall be restored consistent with type, rates and species of existing condition.
- All plants shall be nursery grown, Grade 1 plants meeting American Nursery and Landscape Association (ANLA) standards set forth in the "American Standard for Nursery Stock" (ANSI Z60.1-2004). Plants are to be typical in shape and size for species. Plants shall not be root-bound or loose in their containers. Handle all plants with care in transporting, planting and maintenance until inspection and final acceptance. Plants shall be installed to present their best side facing the viewer.
- Warranty: Provide a one-year replacement warranty for all irrigated plant materials. Warranty shall cover plants which have died or partially died (thereby ruining their natural shape), but shall not include damage by vandalism, browsing, hail, abnormal freezes, drought or negligence by the Owner. The Warranty is intended to cover Contractor negligence, infestations, disease and damage or shock to plants. Plants replaced under Warranty will be warranted for one year following replacement.

PLANTING LAYOUT AND INSTALLATION NOTES

- The Contractor shall be responsible for accurately laying out the plant beds and lawn areas by scaling the Drawings. The Contractor shall provide paint lines/stakes/hose or other means to fully indicate the specific layout geometry of all bed lines for approval by Owner's Representative prior to installation. The Contractor's Base Bid shall anticipate minor adjustments as directed by the Owner's Representative in the field. Changes affecting quantities will be covered by unit prices.
- Following the approval of layout, the Contractor shall closely coordinate the installation of the irrigation system to conform to the approved layout.
- Install edging where decomposed granite trail meets planting bed and where decomposed granite trail meets gravel following manufacturer's installation instructions. Maintain an accurate layout with smooth curves and transitions, free of kinks and abrupt bends. Top of edging is to be 1" above soil level of adjacent turf. In Bid Proposal furnish a unit price per linear foot of edging installed. Bed edges where edging is not specified shall have a "spade edge".
- Provide matching sizes and forms for all species of trees and plants installed on grid or spaced equally in rows as shown on drawings. Adjust spacing (to "equal-equal") as necessary, subject to acceptance by the Owner's Representative.
- Unless otherwise indicated:
 - All groupings of groundcovers, perennials, ornamental grasses and annuals shall be triangularly spaced (equal-equal).
 - All planting areas including sod, seed and planting beds, shall receive soil amendments per the notes and specifications.
 - Sodded lawn shall have been grown between 9 and 18 months and shall be vigorous, well-rooted and healthy turf. Minimum thatch thickness shall be 3/4".
 - Specific plant bed areas may be called out to receive weed barrier fabric, see plans and details.
- All Plant Beds and pit planted plants shall receive a 2" depth layer of shredded hardwood mulch. Refer to plans, details and specifications for location and type of any alternate mulch used. In Bid Proposal furnish a unit price(s) per cubic yard of mulch(es) placed. This unit price(s) will be used in the adjustment of bed areas.
- Planting pits for 1, 3, & 5 gallon shrubs shall be at least 8" larger in diameter than the container size. Larger container sizes and B&B plants shall be planted in pits at least 18" larger in diameter than the ball size.
- Plants shall be installed to present their best side facing the viewer.
- Owner's Representative shall have final approval of plant material layout.

GENERAL LEGEND	
ABBREVIATIONS	
SYMBOL	DEFINITION
APPROX.	APPROXIMATE
B.O.C.	BACK OF CURB
B.W.	BOTTOM OF WALL = FINISHED GRADE
C.L.	CENTER LINE
CONC.	CONCRETE
DIA.	DIAMETER
D.I.	DRAIN INLET
DWG.	DRAWING
E.J.	EXPANSION JOINT
ESMT.	EASEMENT
E.Q.	EQUAL
F.O.C.	FRONT OF CURB
F.F.E.	FINISH FLOOR ELEVATION
F.G.	FINISH GRADE
HP	HIGH POINT
L.O.C.	LIMIT OF CONSTRUCTION
O.C.	ON CENTER
O.C.E.W.	ON CENTER EACH WAY
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TANGENT
QTY.	QUANTITY
R	RADIUS
REF.	REFERENCE
R.O.W.	RIGHT OF WAY
SAN	SANITARY SEWER
S.G.	SUB GRADE
S.J.	SCORE JOINT
SIM.	SIMILAR
S.S.	STAINLESS STEEL
STRM.	STORM
T.B.D.	TO BE DETERMINED
T.C.	TOP OF CURB
T.O.B.	TOP OF BANK
T.O.C.	TOP OF CURB
T.R.	TOP OF RAMP
T.S.	TOP OF STEP
T.W.	TOP OF WALL
TYP.	TYPICAL
VAR.	VARIES
W/	WITH
W/O	WITHOUT
W.L.	WATER LINE



landscape architecture

PO Box 38415
Dallas, Texas 75238
972.855.8705

NOT FOR REGULATORY
APPROVAL,
PERMITTING, OR
CONSTRUCTION

Paul Cozzolino
10/25/2021

client
Toll Brothers
Demerius Seals
2555 SW Grapevine
Parkway, Suite 100
Grapevine, TX 76051

LISD SPINKS TRACT

TOWN OF FLOWER MOUND
DENTON COUNTY, TX

CONCEPTUAL LANDSCAPE/SCREENING PLAN

issue

03/22/2021 City Submittal

05/10/2021 City Submittal -

Comment Response

06/14/2021 City Submittal -

Comment Response

08/19/2021 City Submittal -

Comment Response

10/11/2021 City Submittal -

Comment Response

10/23/2021 City Submittal -

Comment Response

revisions

△

title

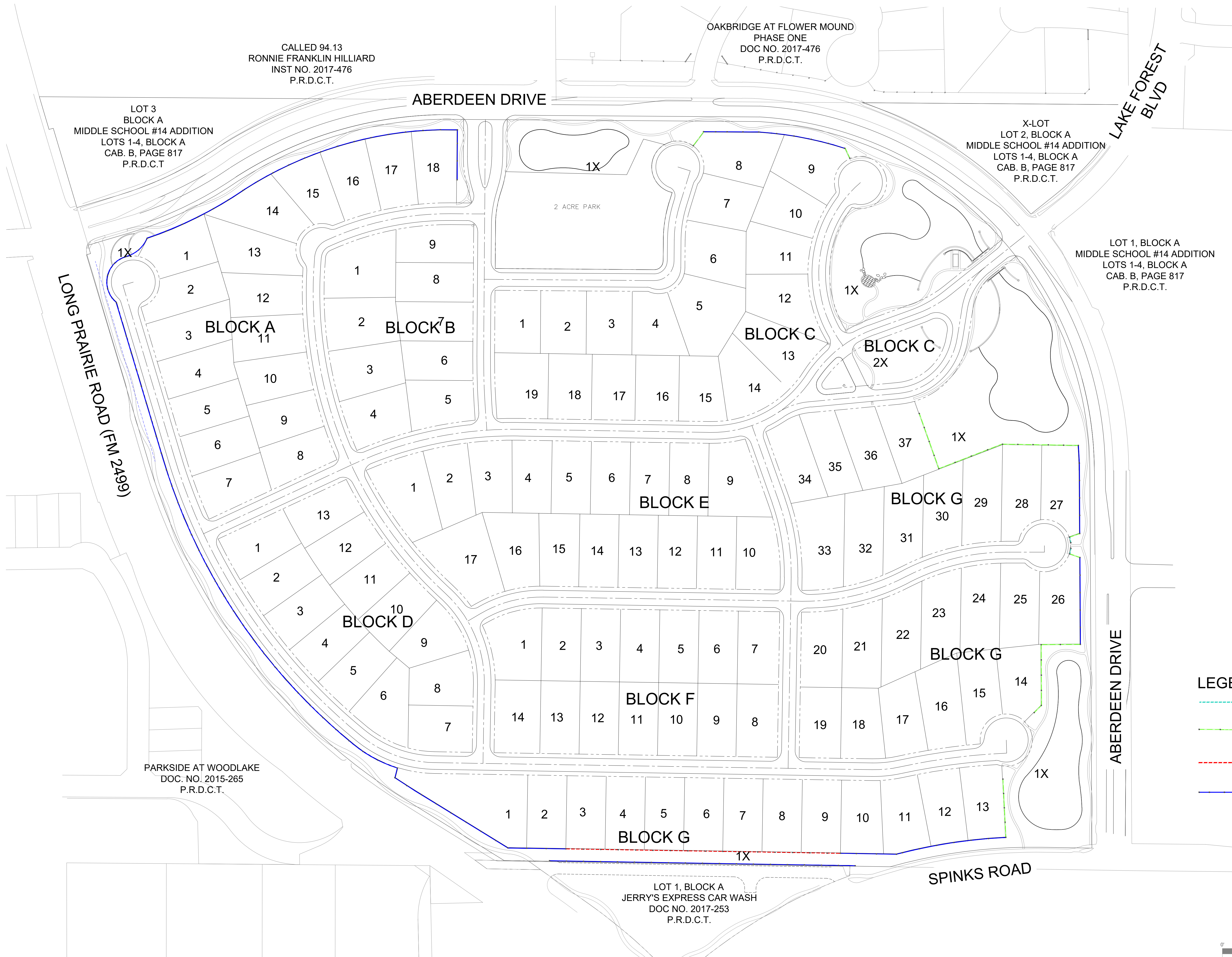
General
Construction Notes

project number 210001

date 10/25/2021

sheet

G-1.01



landscape architecture
PO Box 38415
Dallas, Texas 75238
972.855.8705

NOT FOR REGULATORY
APPROVAL,
PERMITTING, OR
CONSTRUCTION

Paul Cozzolino
10/25/2021

client
Toll Brothers
Demetrius Seals
2555 SW Grapevine
Parkway, Suite 100
Grapevine, TX 76051

LISD SPINKS TRACT
TOWN OF FLOWER MOUND
DENTON COUNTY, TX

CONCEPTUAL LANDSCAPE/SCREENING PLAN

issue	
03/22/2021 City Submittal	
05/10/2021 City Submittal -	
Comment Response	
06/14/2021 City Submittal -	
Comment Response	
08/19/2021 City Submittal -	
Comment Response	
10/11/2021 City Submittal -	
Comment Response	
10/23/2021 City Submittal -	
Comment Response	

revisions	
△	

title

Overall Screening
Plan

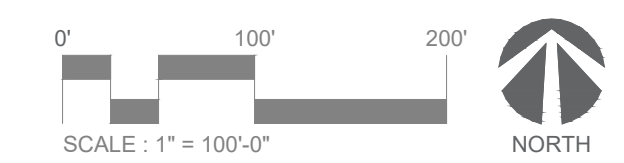
project number 210001

date 10/25/2021

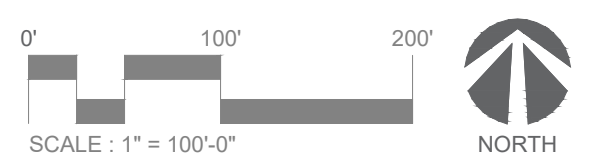
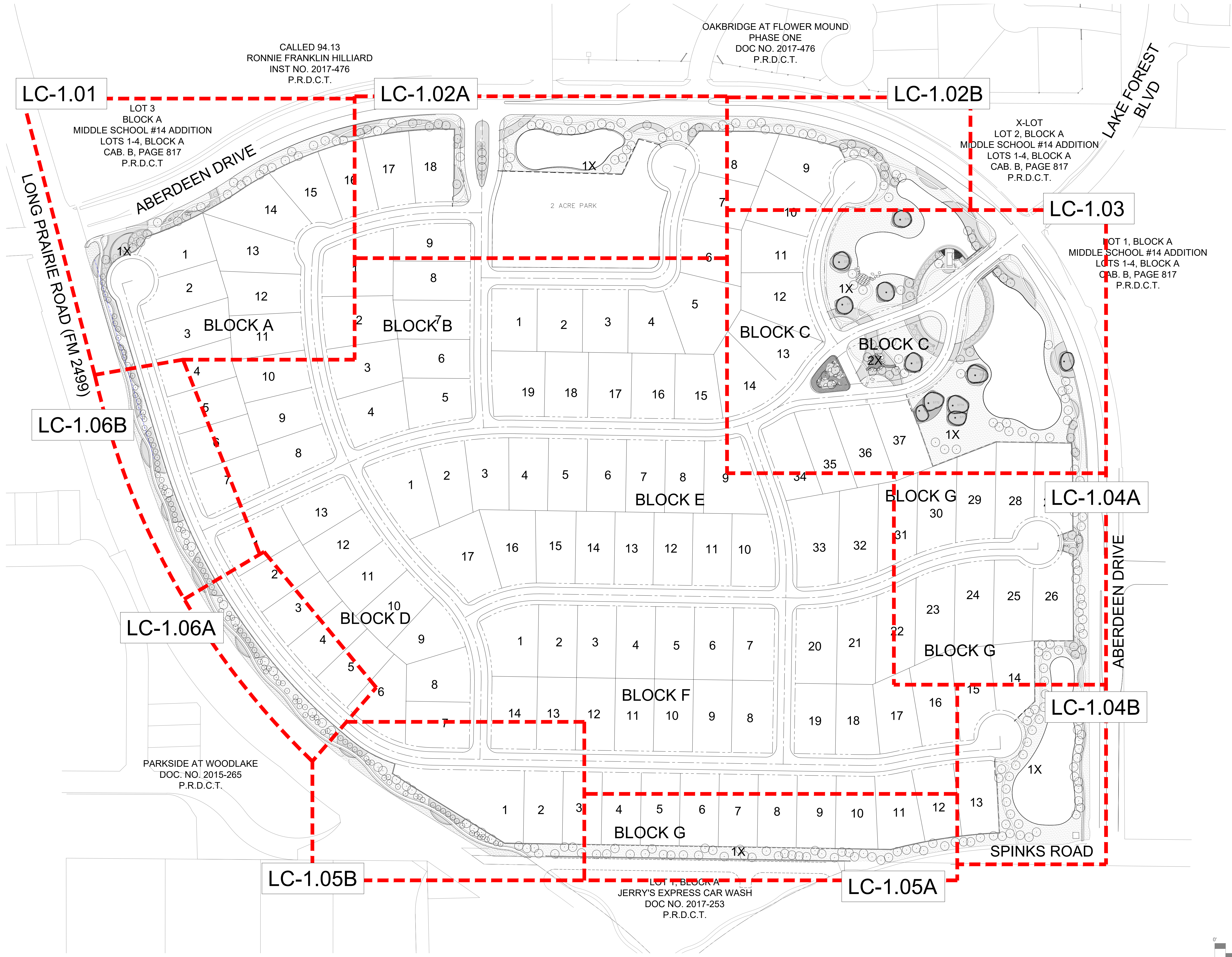
sheet

G-1.02

- LEGEND
- 4'-0" HEIGHT ORNAMENTAL METAL FENCE. REF TO 03/L-3.01
 - 2'-6" HEIGHT KNEE WALL WITH 3'-6" HEIGHT ORNAMENTAL METAL FENCE. REF TO 02/L-3.01
 - 6'-0" HEIGHT ORNAMENTAL METAL FENCE BUILT BY HOMEBUILDER. REF TO 03/L-3.01
 - 6'-0" HEIGHT MASONRY WALL WITH ENHANCED COLUMNS AT LOT CORNERS AND ENDS OF WALL BY HOMEBUILDER. REF TO 01/L-3.01



20 January 2021
C:\Users\kay.burke\Desktop\Final\LSID Spinks\Drawings\G-1.03 Overall Key Plan.dwg



landscape architecture
PO Box 38415
Dallas, Texas 75238
972.855.8705

NOT FOR REGULATORY
APPROVAL,
PERMITTING, OR
CONSTRUCTION

Paul Cozzolino
10/25/2021

client
Toll Brothers
Demetrius Seals
2555 SW Grapevine
Parkway, Suite 100
Grapevine, TX 76051

LSID SPINKS TRACT

TOWN OF FLOWER MOUND
DENTON COUNTY, TX

CONCEPTUAL LANDSCAPE/SCREENING PLAN

issue
03/22/2021 City Submittal
05/10/2021 City Submittal - Comment Response
06/14/2021 City Submittal - Comment Response
08/19/2021 City Submittal - Comment Response
10/11/2021 City Submittal - Comment Response
10/23/2021 City Submittal - Comment Response

revisions

title

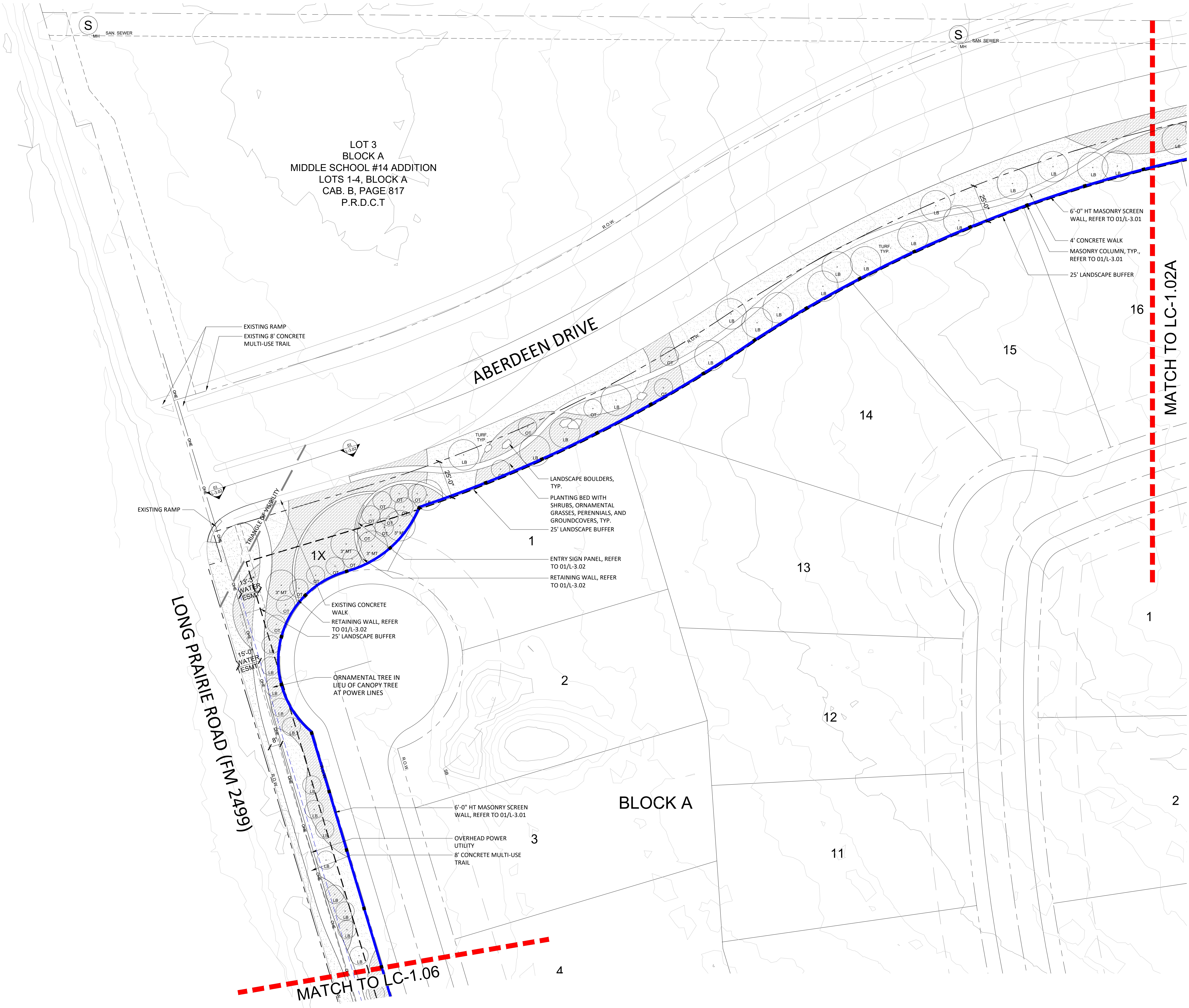
Overall Key Plan

project number 210001

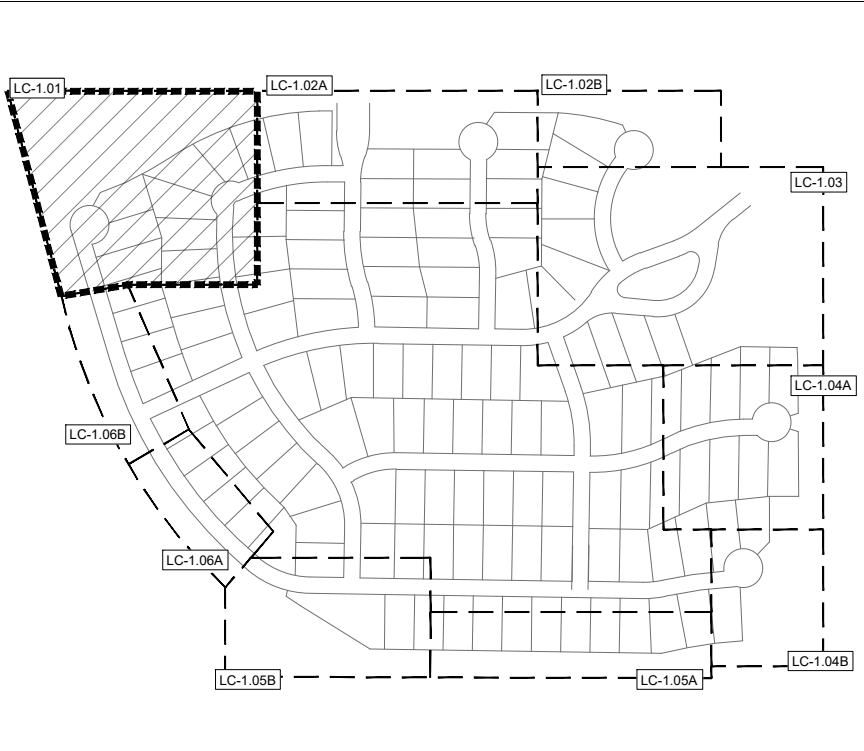
date 10/25/2021

sheet

G-1.03



KEYMAP



landscape architecture
PO Box 38415
Dallas, Texas 75238
972.855.8705

NOT FOR REGULATORY
APPROVAL,
PERMITTING, OR
CONSTRUCTION

Paul Cozzolino
10/25/2021

client
Toll Brothers
Demetrius Seals
2555 SW Grapevine
Parkway, Suite 100
Grapevine, TX 76051

LISD SPINKS TRACT

TOWN OF FLOWER MOUND
DENTON COUNTY, TX

CONCEPTUAL LANDSCAPE/SCREENING PLAN

issue

03/22/2021 City Submittal
05/10/2021 City Submittal - Comment Response
06/14/2021 City Submittal - Comment Response
08/19/2021 City Submittal - Comment Response
10/11/2021 City Submittal - Comment Response
10/23/2021 City Submittal - Comment Response

revisions

title
Conceptual
Landscape and
Screening

project number 210001

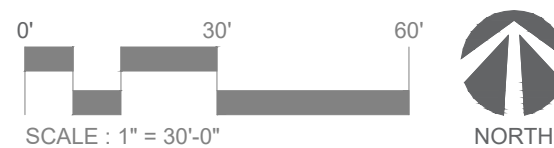
date 10/25/2021

sheet

LC-1.01

LEGEND

- EXISTING SPECIMEN TREE
- REQUIRED 3" MITIGATION TREE
- REQUIRED 6" MITIGATION TREE
- REQUIRED LANDSCAPE BUFFER - SHADE TREE
- REQUIRED LANDSCAPE BUFFER- ORNAMENTAL TREE
- ORNAMENTAL TREE



MATCH TO LC-1.02A

9

BLOCK C

11

12

13

14

34

35

36

37

MATCH TO LC-1.02B

RETENTION POND
25' LANDSCAPE BUFFER
FREESTANDING ENTRY WALL
REFER TO 03/L-3.02
PERSPECTIVE VIEW

SIGN PANEL, REFER TO
04/L-3.02
RETAINING WALL WITH
RAIL
ENTRY STRUCTURE,
REFER 03/L-3.03
RETAINING WALL

POND EDGE SEATING
AREA WITH LOW WALL
AND SCORED PAVEMENT
LANDSCAPE BOULDERS,
TYP.
POND EDGE PROTECTION

CULVERT CROSSING WITH
MASONRY VENEERED WALL

SIGN PANEL, REFER TO
04/L-3.02
RETAINING WALL

POND EDGE PROTECTION
FREESTANDING ENTRY
WALL, REFER TO 03/L-3.02

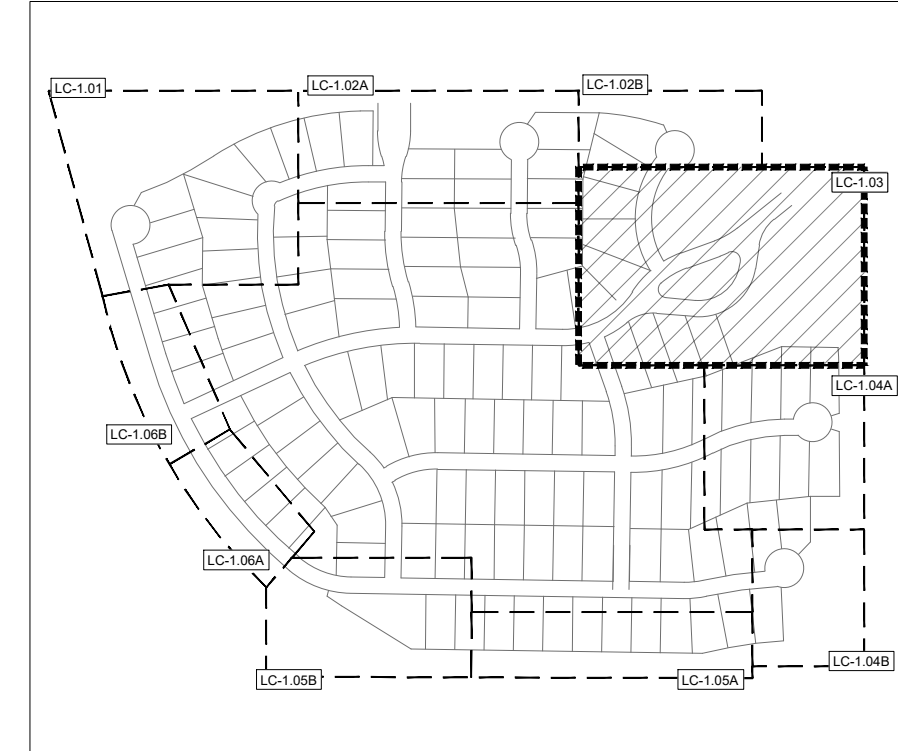
RETENTION POND

NO PLANTING OR DISTURBANCE
AT PRESERVED EXISTING TREES,
MULCH ONLY, TYP.
EXISTING TREE TO REMAIN, TYP.
EXISTING TREE'S
SURVEYED DRIP LINE, TYP
2'-6" HT MASONRY KNEE WALL
WITH 3'-6" HT ORNAMENTAL
VIEW FENCE, REFER TO
02/L-3.01

MITIGATION TREE, TYP.

MATCH TO LC-1.04

KEYMAP



LEGEND

- EXISTING SPECIMEN TREE
- REQUIRED 3" MITIGATION TREE
- REQUIRED 6" MITIGATION TREE
- REQUIRED LANDSCAPE BUFFER - SHADE TREE
- REQUIRED LANDSCAPE BUFFER- ORNAMENTAL TREE
- ORNAMENTAL TREE

green
door
studio

landscape architecture
PO Box 38415
Dallas, Texas 75238
972.855.8705

NOT FOR REGULATORY
APPROVAL,
PERMITTING, OR
CONSTRUCTION

Paul Cozzolino
10/25/2021

client
Toll Brothers
Demetrius Seals
2555 SW Grapevine
Parkway, Suite 100
Grapevine, TX 76051

LISD SPINKS TRACT

TOWN OF FLOWER MOUND
DENTON COUNTY, TX

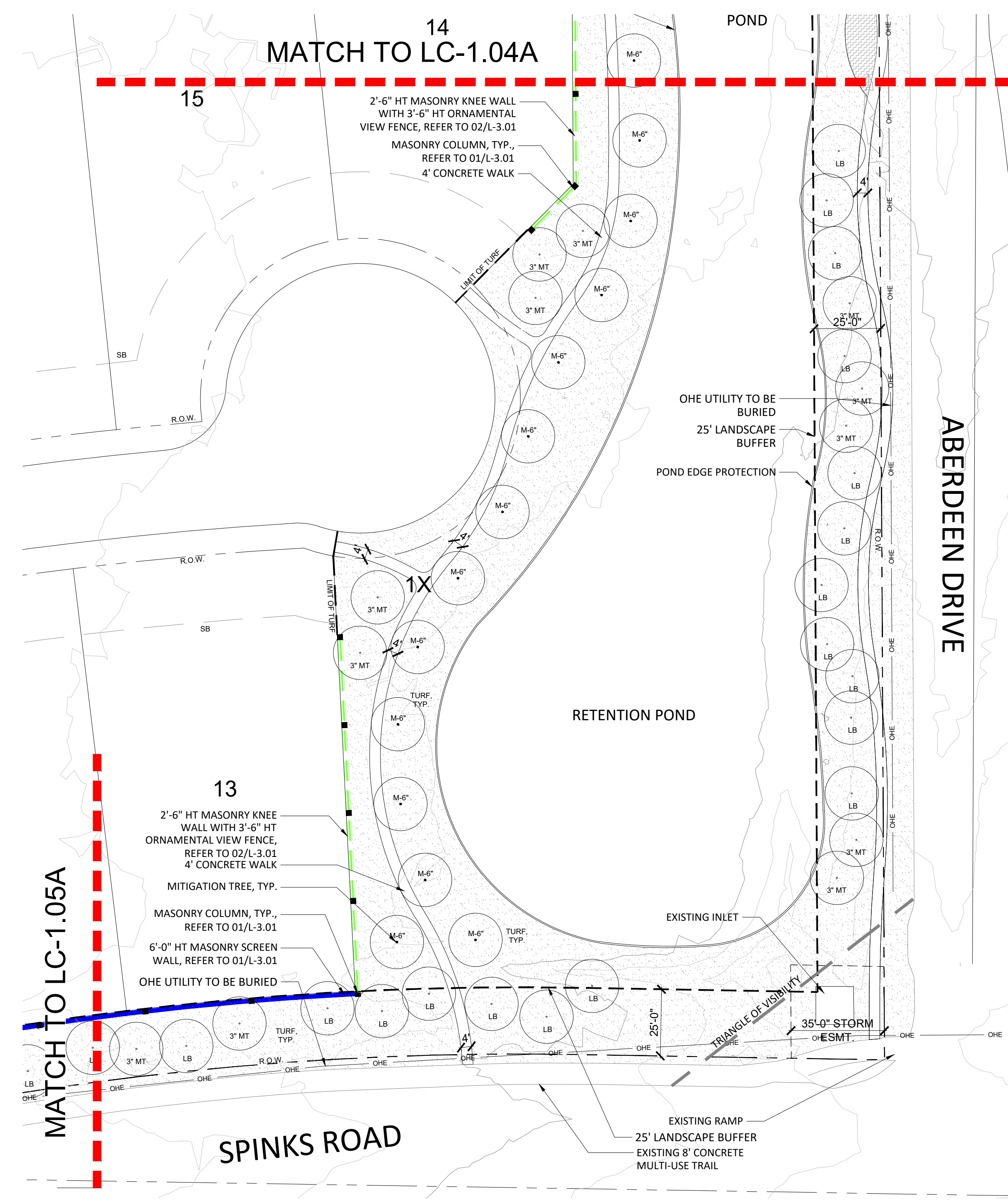
CONCEPTUAL LANDSCAPE/SCREENING PLAN

issue
03/22/2021 City Submittal
05/10/2021 City Submittal -
Comment Response
06/14/2021 City Submittal -
Comment Response
08/19/2021 City Submittal -
Comment Response
10/11/2021 City Submittal -
Comment Response
10/23/2021 City Submittal -
Comment Response

revisions
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
841
842
843
844
845
846
847
848
849
850
851
852
853
854
855
856
857
858
859
860
861
862
863
864
865
866
867
868
869
870
871
872
873
874
875
876
877
878
879
880
881
882
883
884
885
886
887
888
889
890
891
892
893
894
895
896
897
898
899
900
901
902
903
904
905
906
907
908
909
910
911
912
913
914
915
916
917
918
919
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
939
940
941
942
943
944
945
946
947
948
949
950
951
952
953
954
955
956
957
958
959
960
961
962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996
997
998
999
1000
1001
1002
1003
1004
1005
1006
1007
1008
1009
1010
1011
1012
1013
1014
1015
1016
1017
1018
1019
1020
1021
1022
1023
1024
1025
1026
1027
1028
1029
1030
1031
1032
1033
1034
1035
1036
1037
1038
1039
1040
1041
1042
1043
1044
1045
1046
1047
1048
1049
1050
1051
1052
1053
1054
1055
1056
1057
1058
1059
1060
1061
1062
1063
1064
1065
1066
1067
1068
1069
1070
1071
1072
1073
1074
1075
1076
1077
1078
1079
1080
1081
1082
1083
1084
1085
1086
1087
1088
1089
1090
1091
1092
1093
1094
1095
1096
1097
1098
1099
1100
1101
1102
1103
1104
1105
1106
1107
1108
1109
1110
1111
1112
1113
1114
1115
1116
1117
1118
1119
1120
1121
1122
1123
1124
1125
1126
1127
1128
1129
1130
1131
1132
1133
1134
1135
1136
1137
1138
1139
1140
1141
1142
1143
1144
1145
1146
1147
1148
1149
1150
1151
1152
1153
1154
1155
1156
1157
1158
1159
1160
1161
1162
1163
1164
1165
1166
1167
1168
1169
1170
1171
1172
1173
1174
1175
1176
1177
1178
1179
1180
1181
1182
1183
1184
1185
1186
1187
1188
1189
1190
1191
1192
1193
1194
1195
1196
1197
1198
1199
1200
1201
1202
1203
1204
1205
1206
1207
1208
1209
1210
1211
1212
1213
1214
1215
1216
1217
1218
1219
1220
1221
1222
1223
1224
1225
1226
1227
1228
1229
1230
1231
1232
1233
1234
1235
1236
1237
1238
1239
1240
1241
1242
1243
1244
1245
1246
1247
1248
1249
1250
1251
1252
1253
1254
1255
1256
1257
1258
1259
1260
1261
1262
1263
1264
1265
1266
1267
1268
1269
1270
1271
1272
1273
1274
1275
1276
1277
1278
1279
1280
1281
1282
1283
1284
1285
1286
1287
1288
1289
1290
1291
1292
1293
1294
1295
1296
1297
1298
1299
1300
1301
1302
1303
1304
1305
1306
1307
1308
1309
1310
1311
1312
1313
1314
1315
1316
1317
1318
1319
1320
1321
1322
1323
1324
1325
1326
1327
1328
1329
1330
1331
1332
1333
1334
1335
1336
1337
1338
1339
1340
1341
1342
1343
1344
1345
1346
1347
1348
1349
1350
1351
1352
1353
1354
1355
1356
1357
1358
1359
1360
1361
1362
1363
1364
1365
1366
1367
1368
1369
1370
1371
1372
1373
1374
1375
1376
1377
1378
1379
1380
1381
1382
1383
1384
1385
1386
1387
1388
1389
1390
1391
1392
1393
1394
1395
1396
1397
1398
1399
1400
1401
1402
1403
1404
1405
1406
1407
1408
1409
1410
1411
1412
1413
1414
1415
1416
1417
1418
1419
1420
1421
1422
1423
1424
1425
1426
1427
1428
1429
1430
1431
1432
1433
1434
1435
1436
1437
1438
1439
1440
1441
1442
1443
1444
1445
1446
1447
1448
1449
1450
1451
1452
1453
1454
1455
1456
1457
1458
1459
1460
1461
1462
1463
1464
1465
1466
1467
1468
1469
1470
1471
1472
1473
1474
1475
1476
1477
1478
1479
1480
1481
1482
1483
1484
1485
1486
1487
1488
1489
1490
1491
1492
1493
1494
1495
1496
1497
1498
1499
1500
1501
1502
1503
1504
1505
1506
1507
1508
1509
1510
1511
1512
1513
1514
1515
1516
1517
1518
1519
1520
1521
1522
1523
1524
1525
1526
1527
1528
1529
1530
1531
1532
1533
1534
1535
1536
1537
1538
1539
1540
1541
1542
1543
1544
1545
1546
1547
1548
1549
1550
1551
1552
1553
1554
1555
1556
1557
1558
1559
1560
1561
1562
1563
1564
1565
1566
1567
1568
1569
1570
1571
1572
1573
1574
1575
1576
1577
1578
1579
1580
1581
1582
1583
1584
1585
1586
1587
1588
1589
1590
1591
1592
1593
1594
1595
1596
1597
1598
1599
1600
1601
1602
1603
1604
1605
1606
1607
1608
1609
1610
1611
1612
1613
1614
1615
1616
1617
1618
1619
1620
1621
1622
1623
1624
1625
1626
1627
1628
1629
1630
1631
1632
1633
1634
1635
1636
1637
1638
1639
1640
1641
1642
1643
1644
1645
1646
1647
1648
1649
1650
1651
1652
1653
1654
1655
1656
1657
1658
1659
1660
1661
1662
1663
1664
1665
1666
1667
1668
1669
1670
1671
1672
1673
1674
1675
1676
1677
1678
1679
1680
1681
1682
1683
1684
1685
1686
1687
1688
1689
1690
1691
1692
1693
1694
1695
1696
1697
1698
1699
1700
1701
1702
1703
1704
1705
1706
1707
1708
1709
1710
1711
1712
1713
1714
1715
1716
1717
1718
1719
1720
1721
1722
1723
1724
1725
1726
1727
1728
1729
1730
1731
1732
1733
1734
1735
1736
1737
1738
1739
1740
1741
1742
1743
1744
1745
1746
1747
1748
1749
1750
1751
1752
1753
1754
1755
1756
1757
1758
1759
1760
1761
1762
1763
1764
1765
1766
1767
1768
1769
1770
1771
1772
1773
1774
1775
1776
1777
1778
1779
1780
1781
1782
1783
1784
1785
1786
1787
1788
1789
1790
1791
1792
1793
1794
1795
1796
1797
1798
1799
1800
1801
1802
1803
1804
1805
1806
1807
1808
1809
1810
1811
1812
1813
1814
1815
1816
1817
1818
1819
1820
1821
1822
1823
1824
1825
1826
1827
1828
1829
1830
1831
1832
1833
1834
1835
1836
1837
1838
1839
1840
1841
1842
1843
1844
1845
1846
1847
1848
1849
1850
1851
1852
1853
1854
1855
1856
1857
1858
1859
1860
1861
1862
1863
1864
1865
1866
1867
1868
1869
1870
1871
1872
1873
1874
1875
1876
1877
1878
1879
1880
1881
1882
1883
1884
1885
1886
1887
1888
1889
1890
1891
1892
1893
1894
1895
1896
1897
1898
1899
1900
1901
1902
1903
1904
1905
1906
1907
1908
1909
1910
1911
1912
1913
1914
1915
1916
1917
1918
1919
1920
1921
1922
1923
1924
1925
1926
1927
1928
1929
1930
1931



A CONCEPTUAL LANDSCAPE AND SCREENING

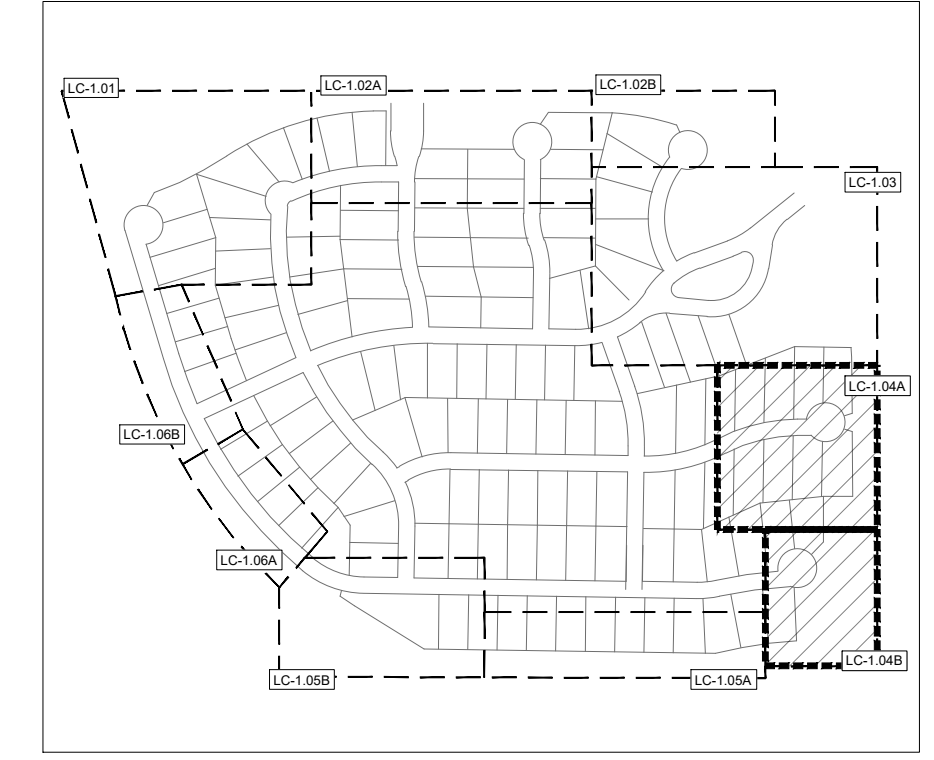


B CONCEPTUAL LANDSCAPE AND SCREENING

LEGEND

- EXISTING SPECIMEN TREE
- REQUIRED 3" MITIGATION TREE
- REQUIRED 6" MITIGATION TREE
- REQUIRED LANDSCAPE BUFFER - SHADE TREE
- REQUIRED LANDSCAPE BUFFER - ORNAMENTAL TREE
- ORNAMENTAL TREE

KEYMAP



landscape architecture

PO Box 38415
Dallas, Texas 75238
972.855.8705

NOT FOR REGULATORY
APPROVAL,
PERMITTING, OR
CONSTRUCTION

Paul Cozzolino
10/25/2021

client
Toll Brothers
Demetrius Seals
2555 SW Grapevine
Parkway, Suite 100
Grapevine, TX 76051

LISD SPINKS TRACT
TOWN OF FLOWER MOUND
DENTON COUNTY, TX

CONCEPTUAL LANDSCAPE/SCREENING PLAN

issue	
03/22/2021 City Submittal	
05/10/2021 City Submittal - Comment Response	
06/14/2021 City Submittal - Comment Response	
08/19/2021 City Submittal - Comment Response	
10/11/2021 City Submittal - Comment Response	
10/23/2021 City Submittal - Comment Response	

revisions	
△	

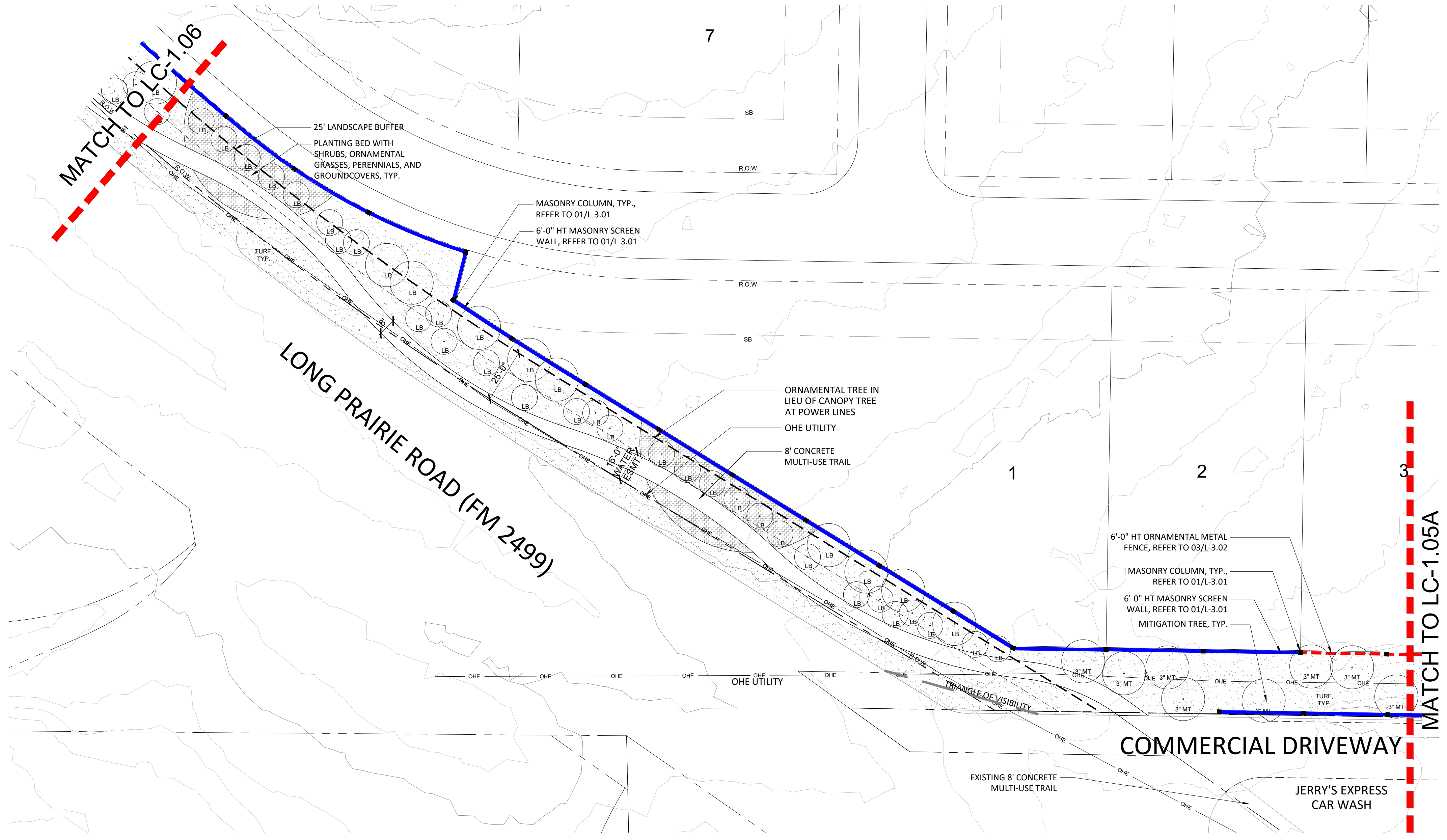
title
Conceptual
Landscape and
Screening

project number 210001

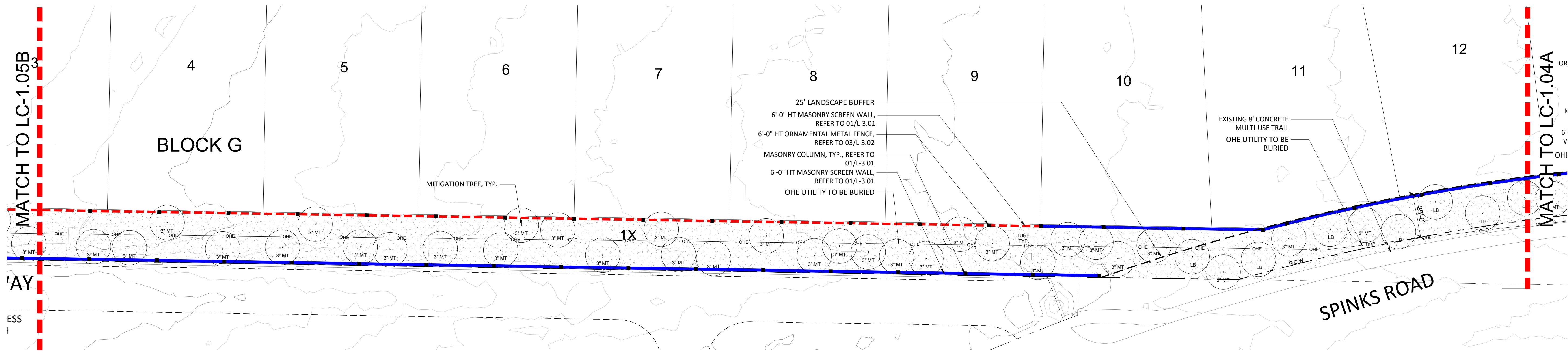
date 10/25/2021

sheet

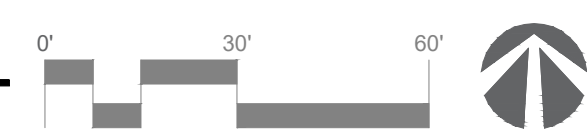
LC-1.04



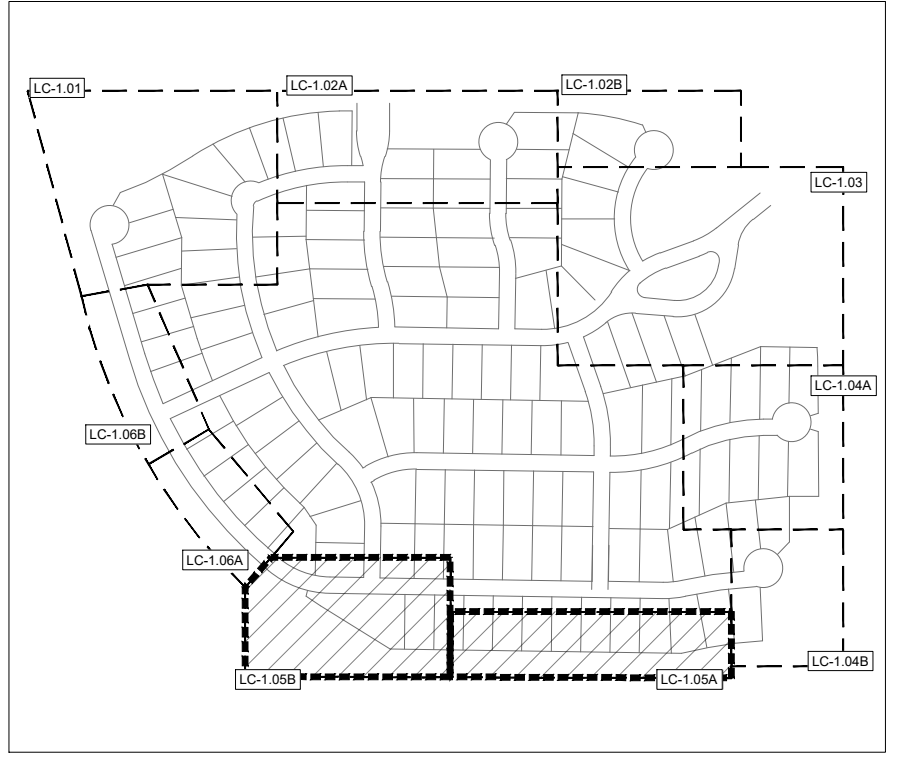
B CONCEPTUAL LANDSCAPE AND SCREENING



A CONCEPTUAL LANDSCAPE AND SCREENING



KEYMAP



LEGEND

- EXISTING SPECIMEN TREE
- REQUIRED 3" MITIGATION TREE
- REQUIRED 6" MITIGATION TREE
- REQUIRED LANDSCAPE BUFFER - SHADE TREE
- REQUIRED LANDSCAPE BUFFER - ORNAMENTAL TREE
- ORNAMENTAL TREE



landscape architecture
PO Box 38415
Dallas, Texas 75238
972.855.8705

NOT FOR REGULATORY
APPROVAL,
PERMITTING, OR
CONSTRUCTION

Paul Cozzolino
10/25/2021

client
Toll Brothers
Demetrius Seals
2555 SW Grapevine
Parkway, Suite 100
Grapevine, TX 76051

LISD SPINKS TRACT
TOWN OF FLOWER MOUND
DENTON COUNTY, TX
CONCEPTUAL LANDSCAPE/SCREENING PLAN

issue	03/22/2021 City Submittal
05/10/2021 City Submittal - Comment Response	
06/14/2021 City Submittal - Comment Response	
08/19/2021 City Submittal - Comment Response	
10/11/2021 City Submittal - Comment Response	
10/23/2021 City Submittal - Comment Response	

revisions	

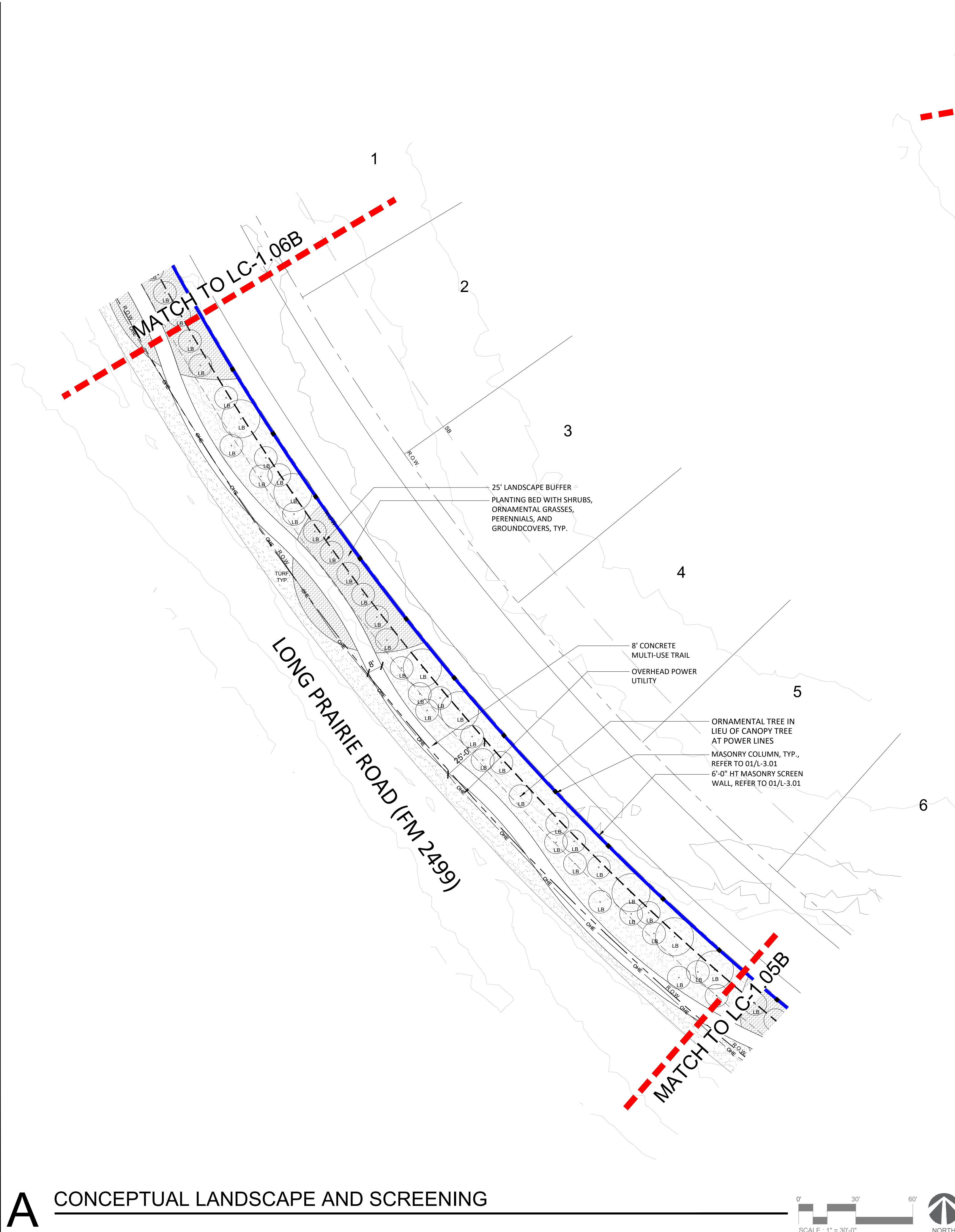
title
Conceptual
Landscape and
Screening

project number 210001

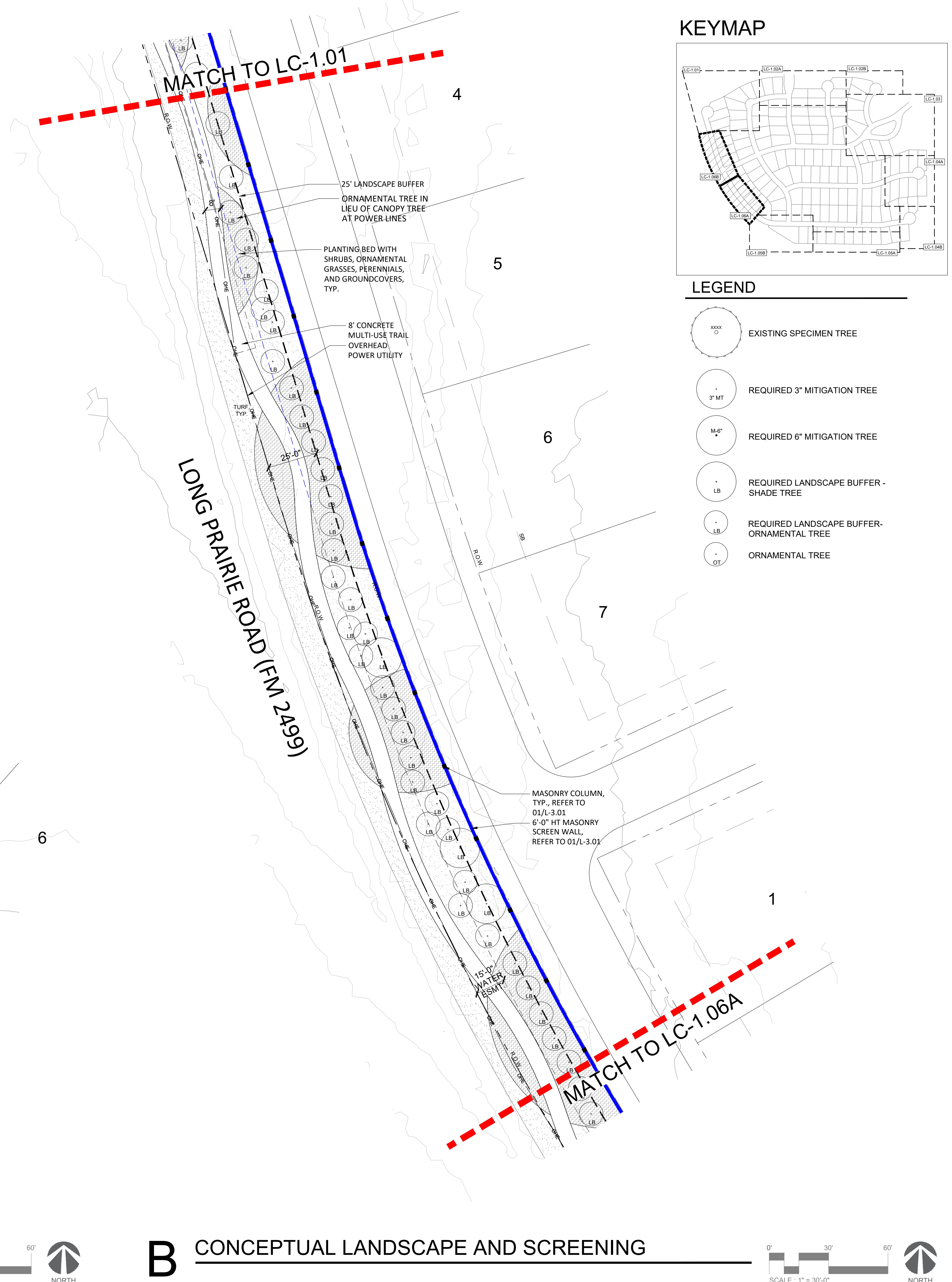
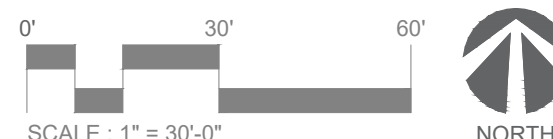
date 10/25/2021

sheet

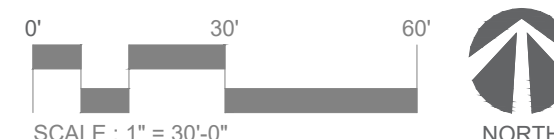
LC-1.05



A CONCEPTUAL LANDSCAPE AND SCREENING



B CONCEPTUAL LANDSCAPE AND SCREENING



KEYMAP

LEGEND

- EXISTING SPECIMEN TREE
- REQUIRED 3" MITIGATION TREE
- REQUIRED 6" MITIGATION TREE
- REQUIRED LANDSCAPE BUFFER - SHADE TREE
- REQUIRED LANDSCAPE BUFFER- ORNAMENTAL TREE
- ORNAMENTAL TREE

green door studio

landscape architecture

PO Box 38415
Dallas, Texas 75238
972.855.8705

**NOT FOR REGULATORY
APPROVAL,
PERMITTING, OR
CONSTRUCTION**

Paul Cozzolino
10/25/2021

client
Toll Brothers
Demetrius Seals
2555 SW Grapevine
Parkway, Suite 100
Grapevine, TX 76051

LISD SPINKS TRACT
TOWN OF FLOWER MOUND
DENTON COUNTY, TX

CONCEPTUAL LANDSCAPE/SCREENING PLAN

issue

03/22/2021	City Submittal
05/10/2021	City Submittal - Comment Response
06/14/2021	City Submittal - Comment Response
08/19/2021	City Submittal - Comment Response
10/11/2021	City Submittal - Comment Response
10/23/2021	City Submittal - Comment Response

revisions

title

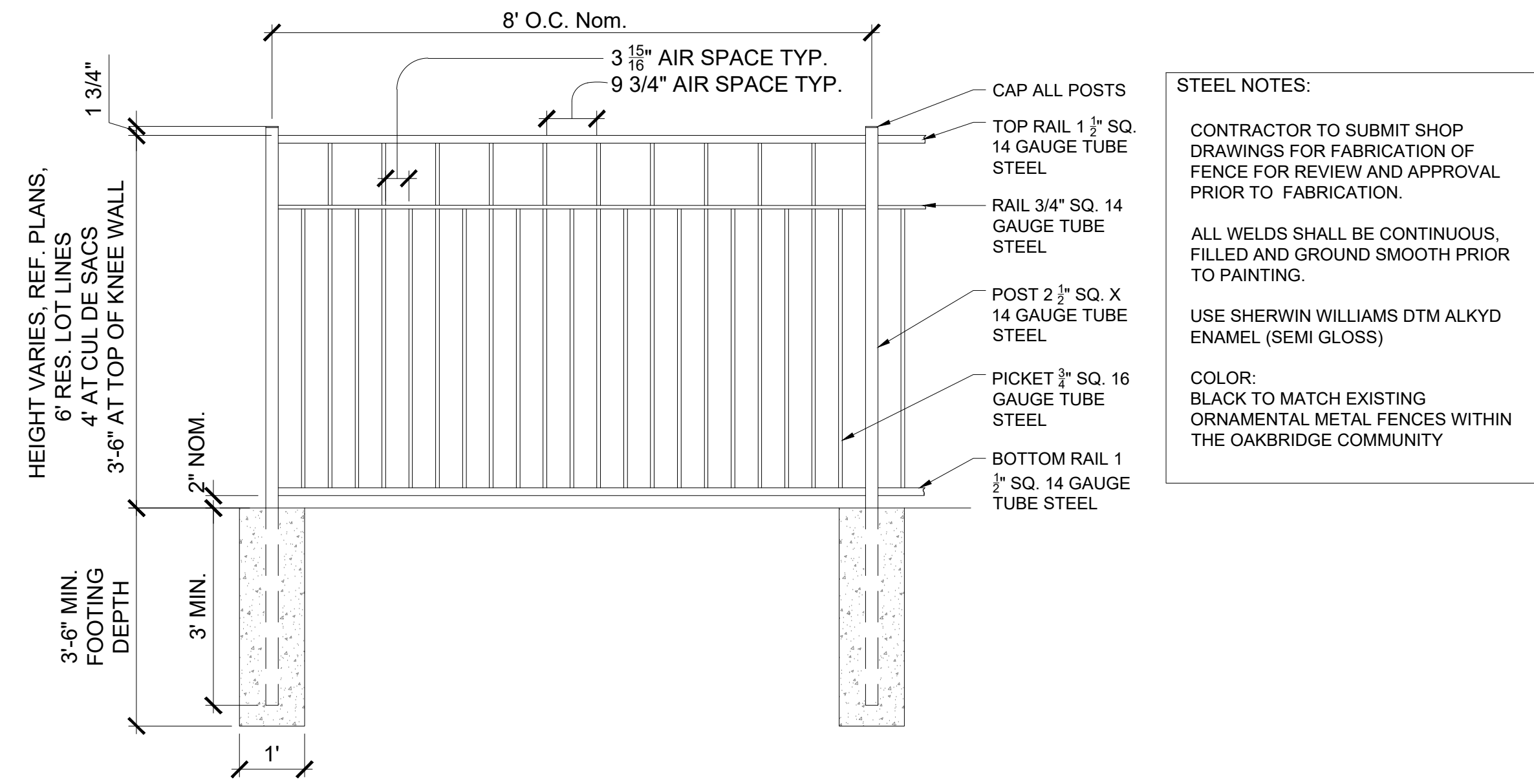
Conceptual Landscape and Screening

project number 210001

date 10/25/2021

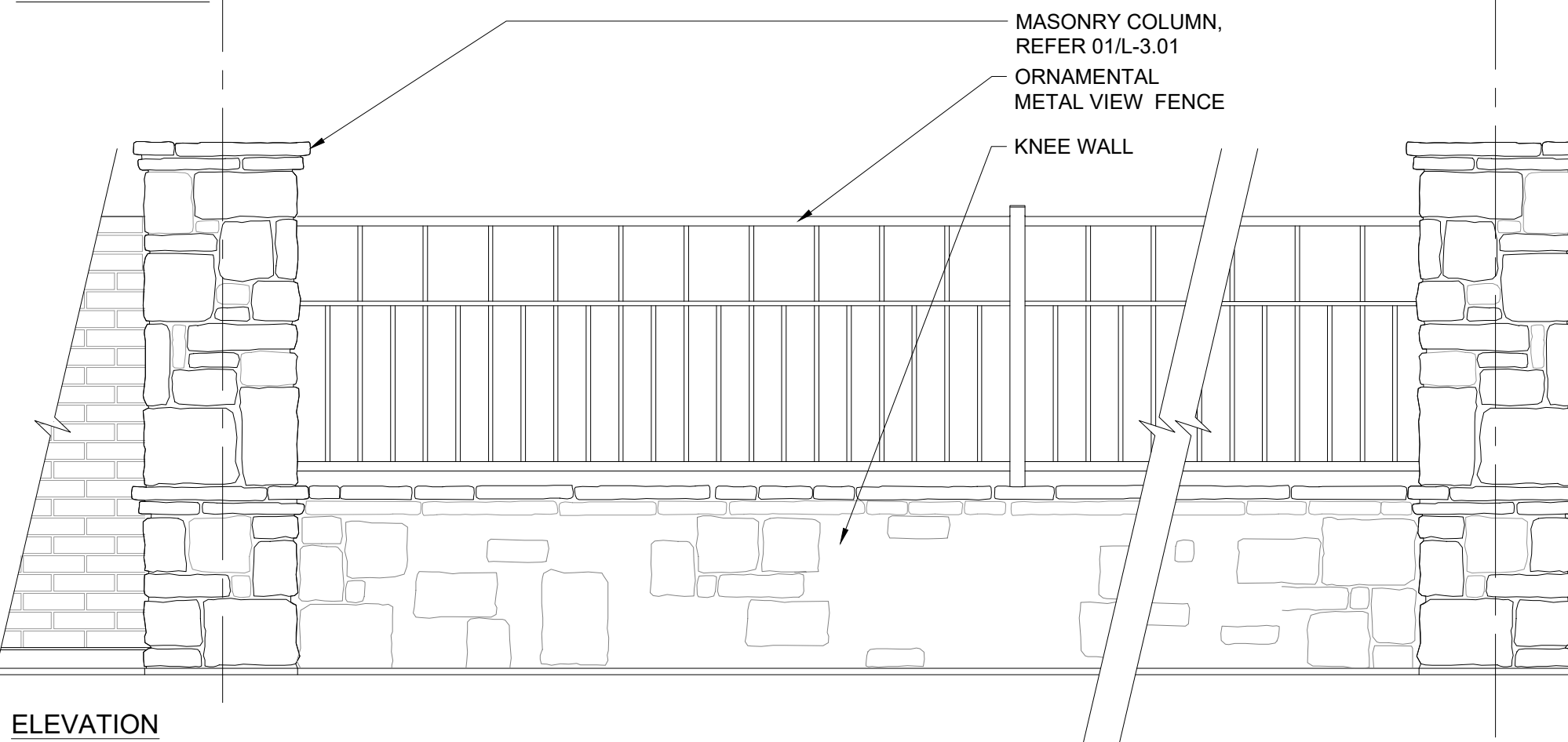
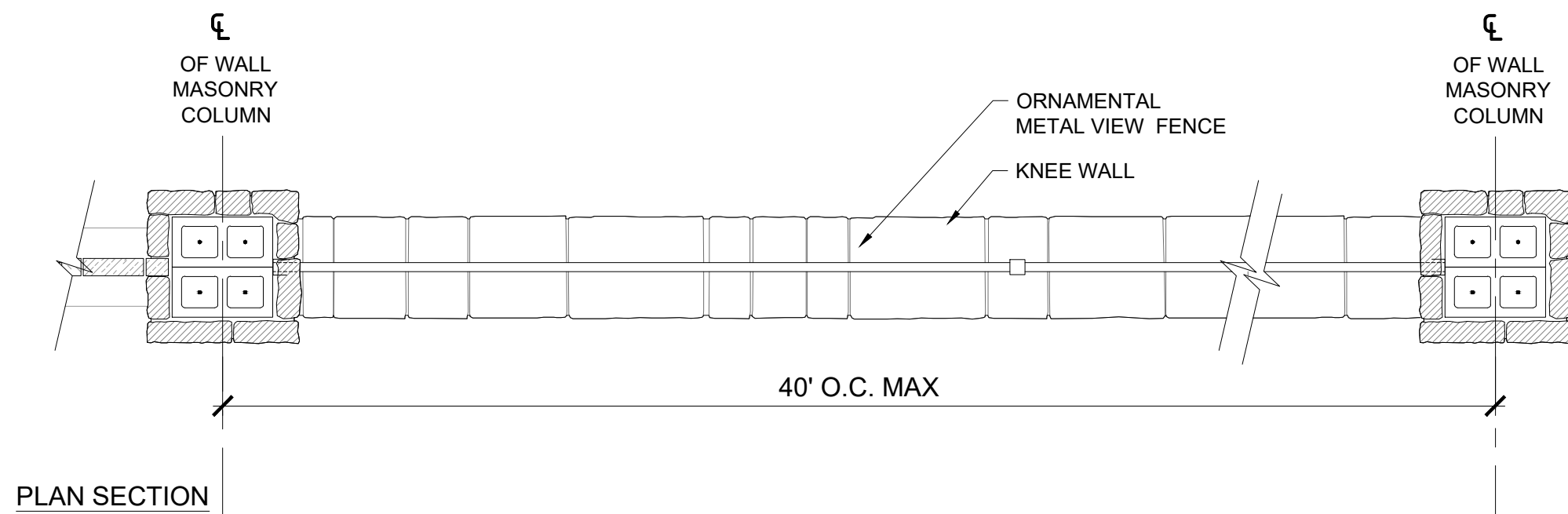
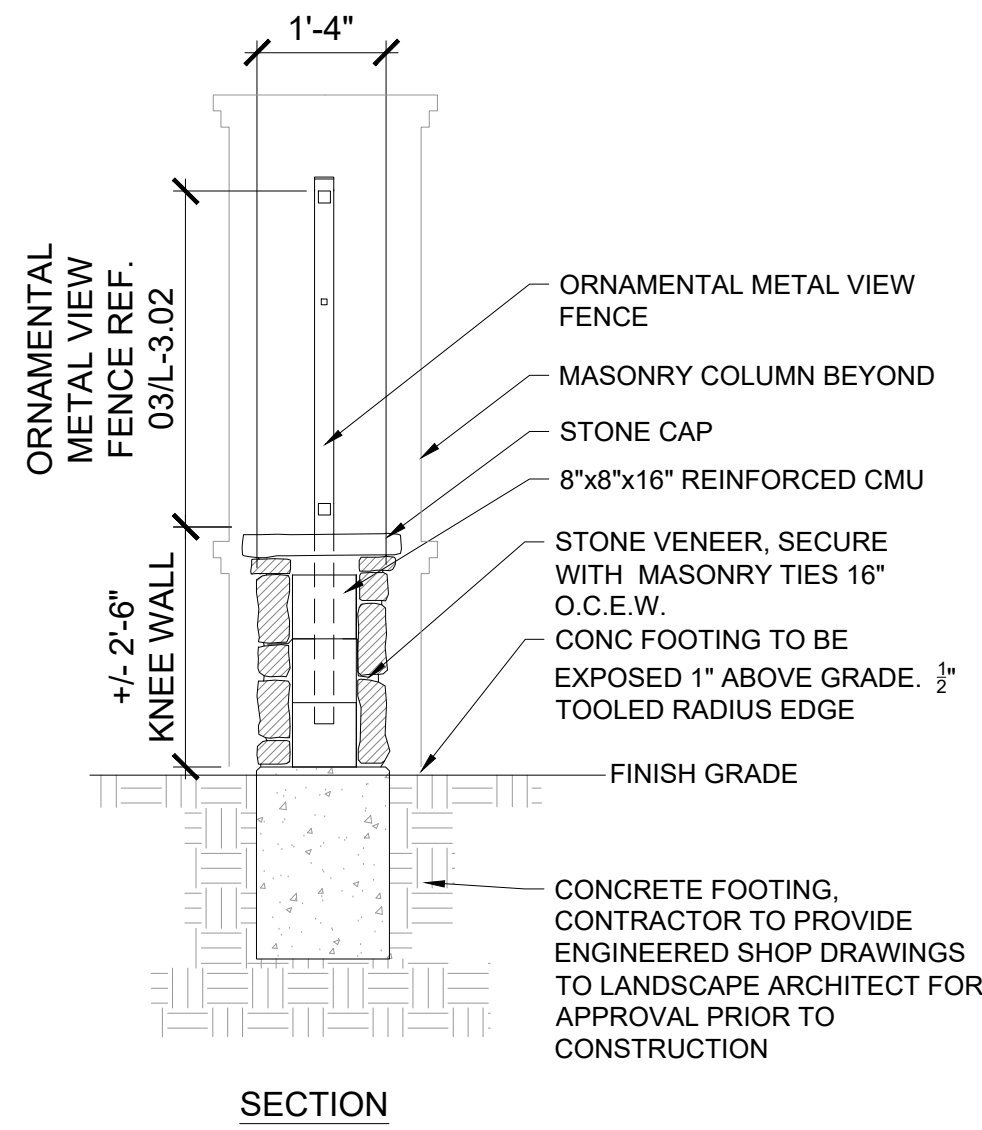
sheet

LC-1.06



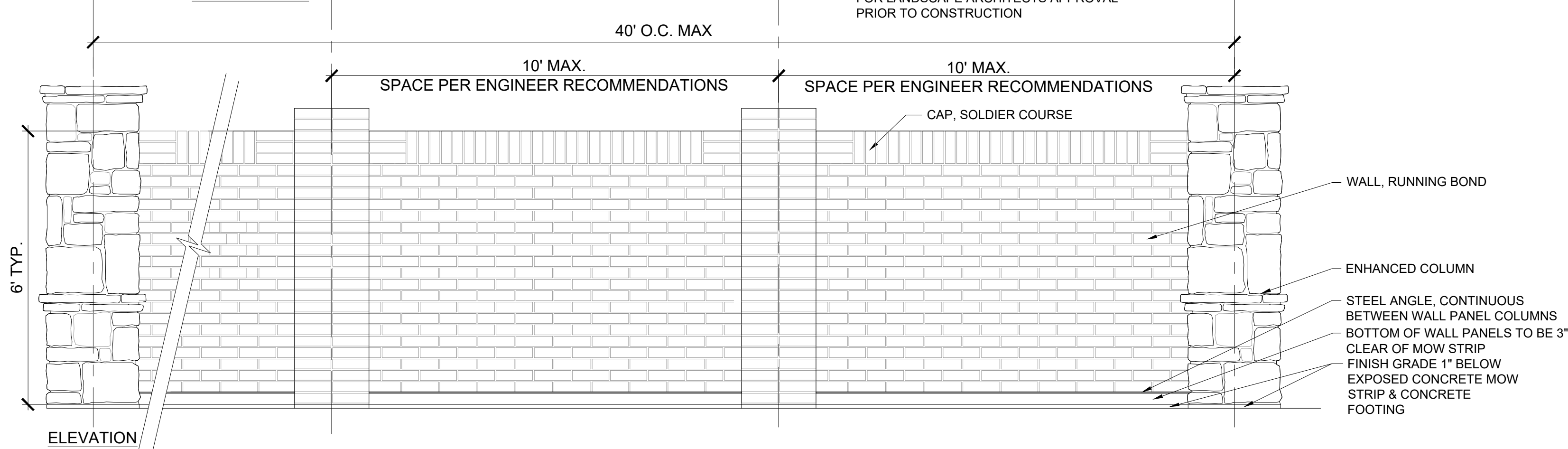
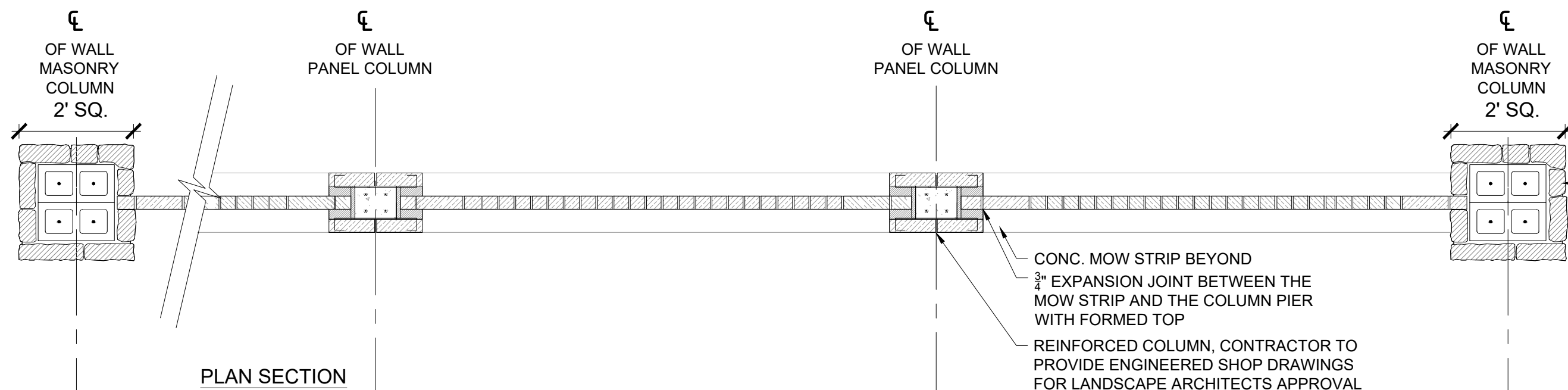
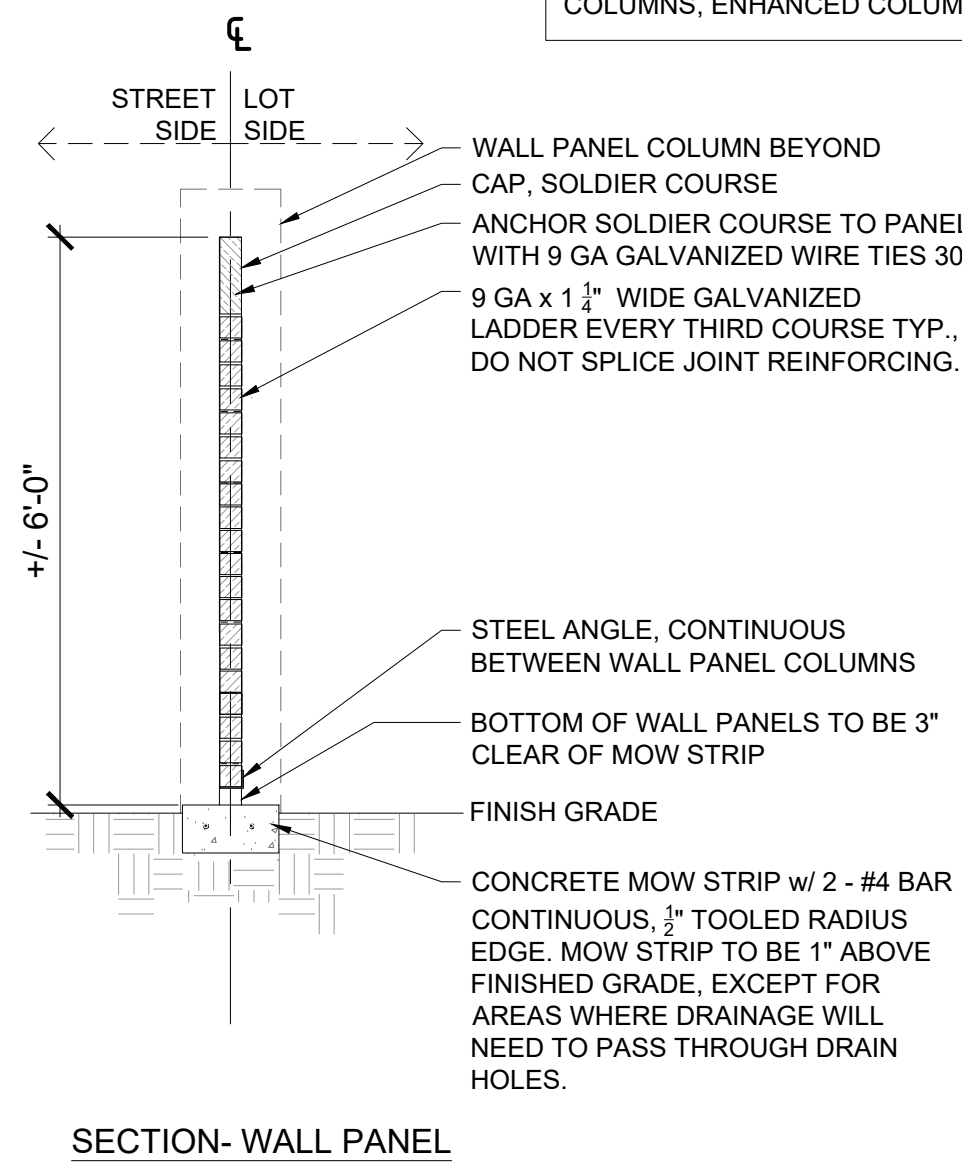
03 ORNAMENTAL METAL VIEW FENCE

SCALE: 1/2" = 1'-0"



02 MASONRY KNEE WALL WITH ORNAMENTAL METAL VIEW FENCE

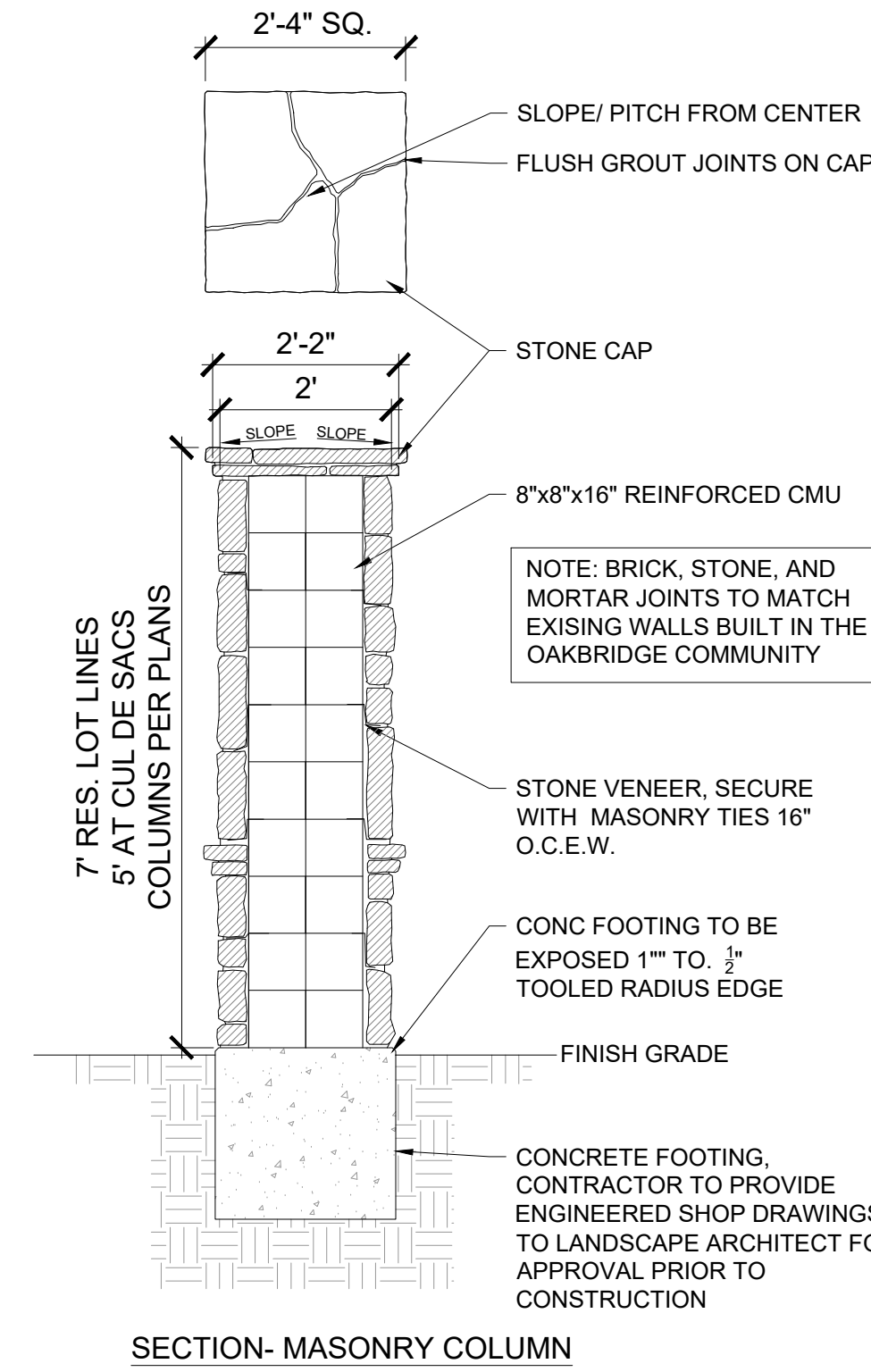
SCALE: 1/2" = 1'-0"

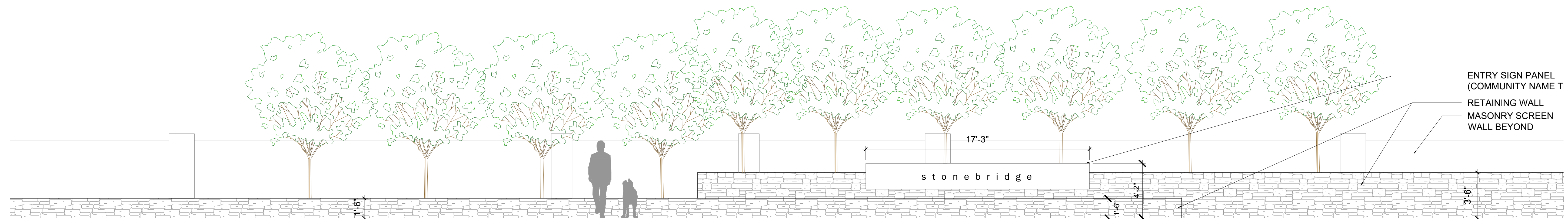


01 MASONRY SCREEN WALL WITH MASONRY COLUMNS

SCALE: 1/2" = 1'-0"

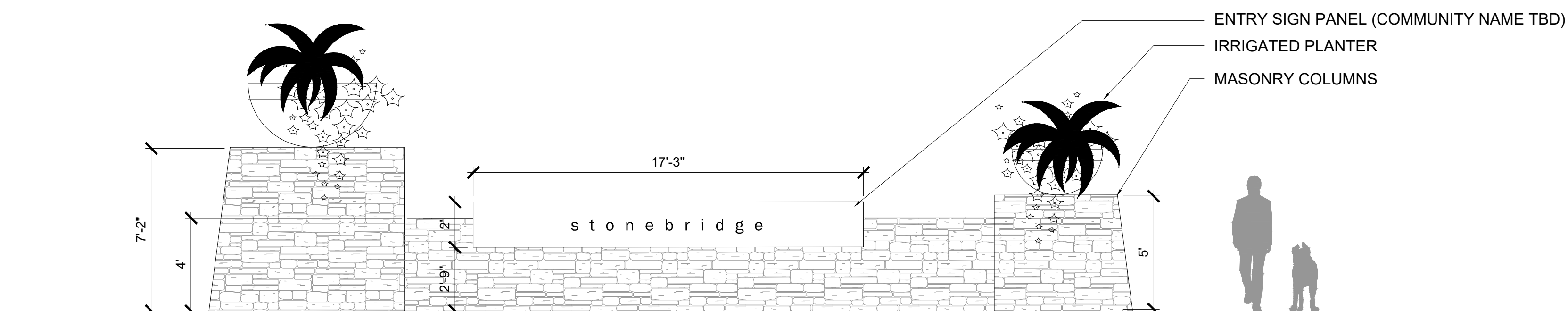
NOTE:
1. DIMENSIONS AND MATERIALS SHOWN IN DETAILS ARE PROVIDED TO SHOW GENERAL DESIGN INTENT, AND AS A BASIS FOR THE CONTRACTOR'S STRUCTURAL ENGINEER TO PROVIDE SEALED SHOP DRAWINGS FOR REVIEW.
2. SUBMIT ENGINEERED SHOP DRAWINGS FOR STRUCTURAL DESIGN OF WALL, FOOTINGS, WALL COLUMNS, ENHANCED COLUMNS.





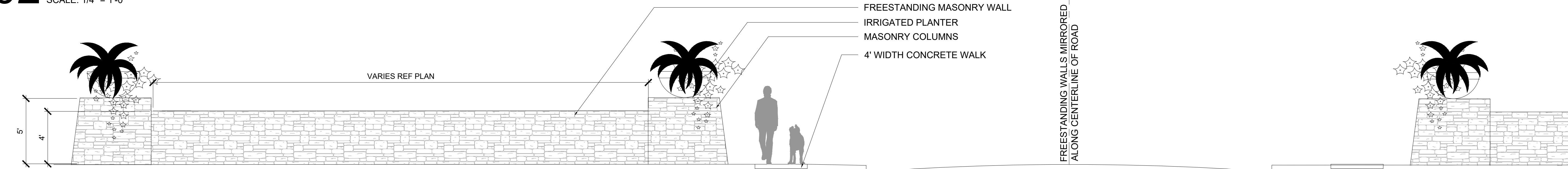
01 ABERDEEN + 2499 RETAINING WALLS AND ENTRY SIGN PANEL

SCALE: 1/4" = 1'-0"



02 ABERDEEN + PROPOSED ROAD ENTRY SIGN WITH SIGN PANEL

SCALE: 1/4" = 1'-0"



03 ABERDEEN + LAKE FOREST FREESTANDING WALLS

SCALE: 1/4" = 1'-0"



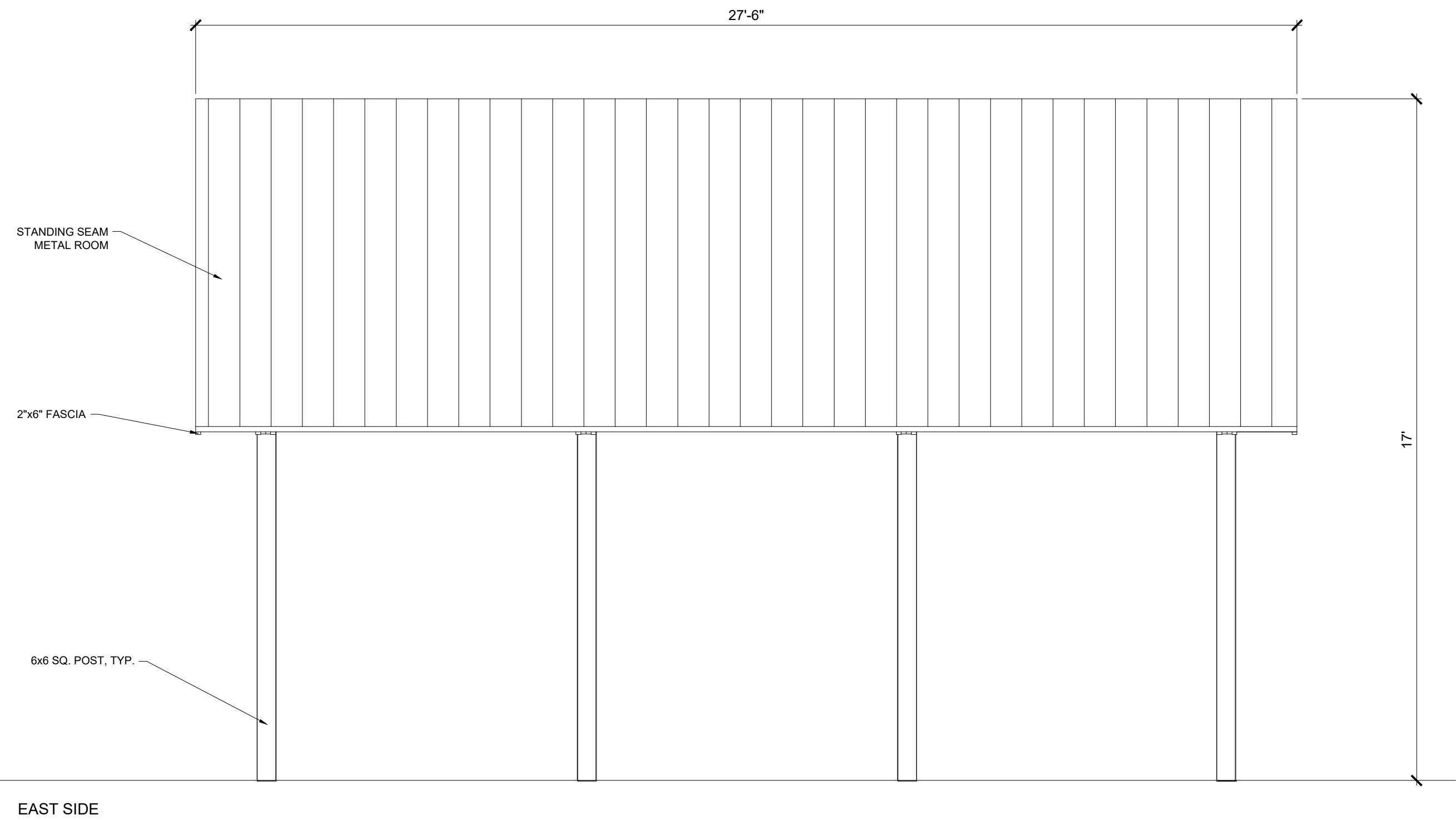
04 ABERDEEN + LAKE FOREST ENTRY STRUCTURE

SCALE: NTS

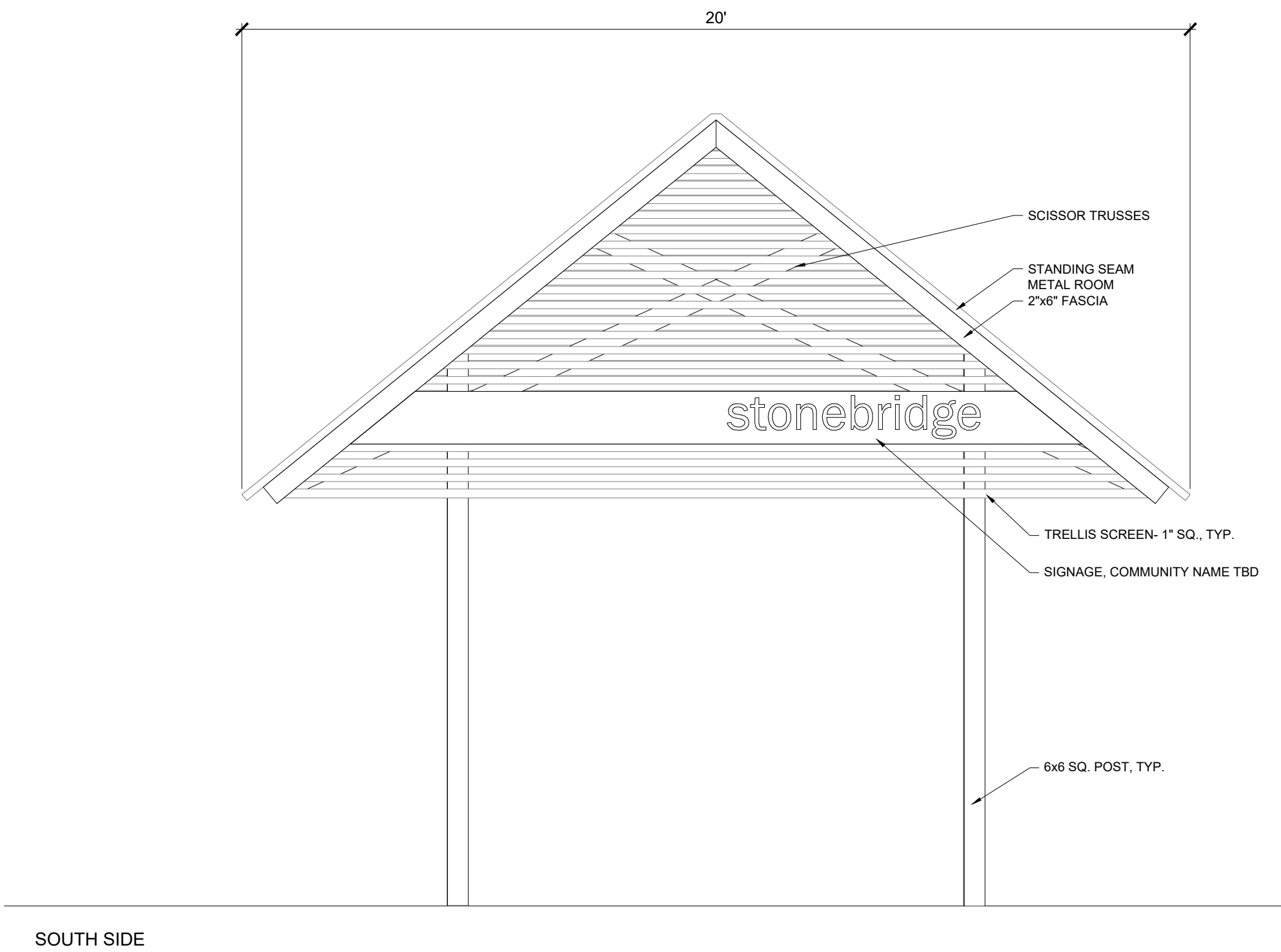
NOTE:

1. DIMENSIONS AND MATERIALS SHOWN IN DETAILS ARE PROVIDED TO SHOW GENERAL DESIGN INTENT, AND AS A BASIS FOR THE CONTRACTOR'S STRUCTURAL ENGINEER TO PROVIDE SEALED SHOP DRAWINGS FOR REVIEW.

2. SUBMIT ENGINEERED SHOP DRAWINGS FOR STRUCTURAL DESIGN OF WALL, FOOTINGS, WALL COLUMNS, ENHANCED COLUMNS.



01 ABERDEEN + LAKE FOREST ENTRY STRUCTURE: EAST SIDE ELEVATION
SCALE: 3/8" = 1'-0"



02 ABERDEEN + LAKE FOREST ENTRY STRUCTURE: SOUTH VIEW ELEVATION
SCALE: 3/8" = 1'-0"



03 ABERDEEN + LAKE FOREST ENTRY STRUCTURE
SCALE: NTS

NOTE:
1. DIMENSIONS AND MATERIALS SHOWN IN DETAILS ARE PROVIDED TO SHOW GENERAL DESIGN INTENT, AND AS A BASIS FOR THE CONTRACTOR'S STRUCTURAL ENGINEER TO PROVIDE SEALED SHOP DRAWINGS FOR REVIEW.
2. SUBMIT ENGINEERED SHOP DRAWINGS FOR STRUCTURAL DESIGN OF WALL, FOOTINGS, WALL COLUMNS, ENHANCED COLUMNS.

NOT FOR REGULATORY
APPROVAL,
PERMITTING, OR
CONSTRUCTION

Paul Cozzolino
10/25/2021

client
Toll Brothers
Demetrius Seals
2555 SW Grapevine
Parkway, Suite 100
Grapevine, TX 76051

LISD SPINKS TRACT

TOWN OF FLOWER MOUND
DENTON COUNTY, TX

CONCEPTUAL LANDSCAPE/SCREENING PLAN

issue	
03/22/2021 City Submittal	
05/10/2021 City Submittal -	Comment Response
06/14/2021 City Submittal -	Comment Response
08/19/2021 City Submittal -	Comment Response
10/11/2021 City Submittal -	Comment Response
10/23/2021 City Submittal -	Comment Response

revisions
△

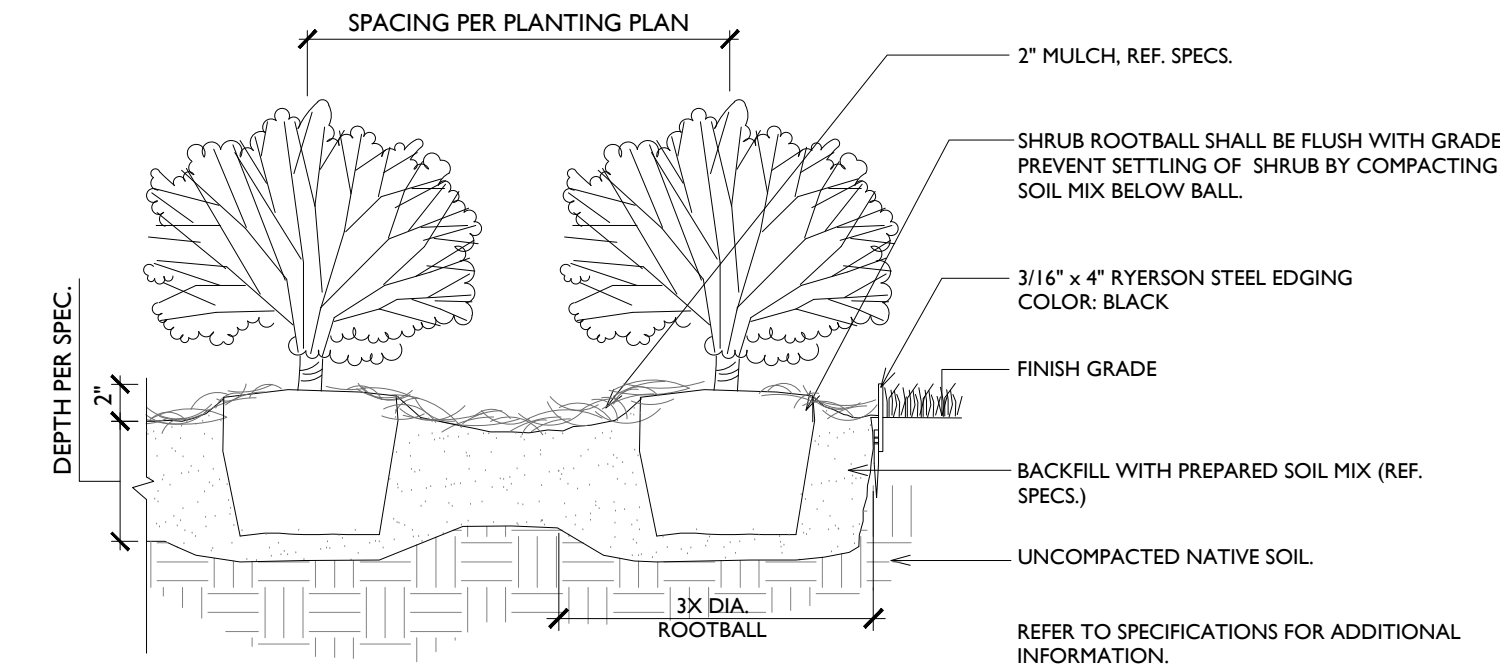
title

Planting Details
Schedule and Notes

project number 210001

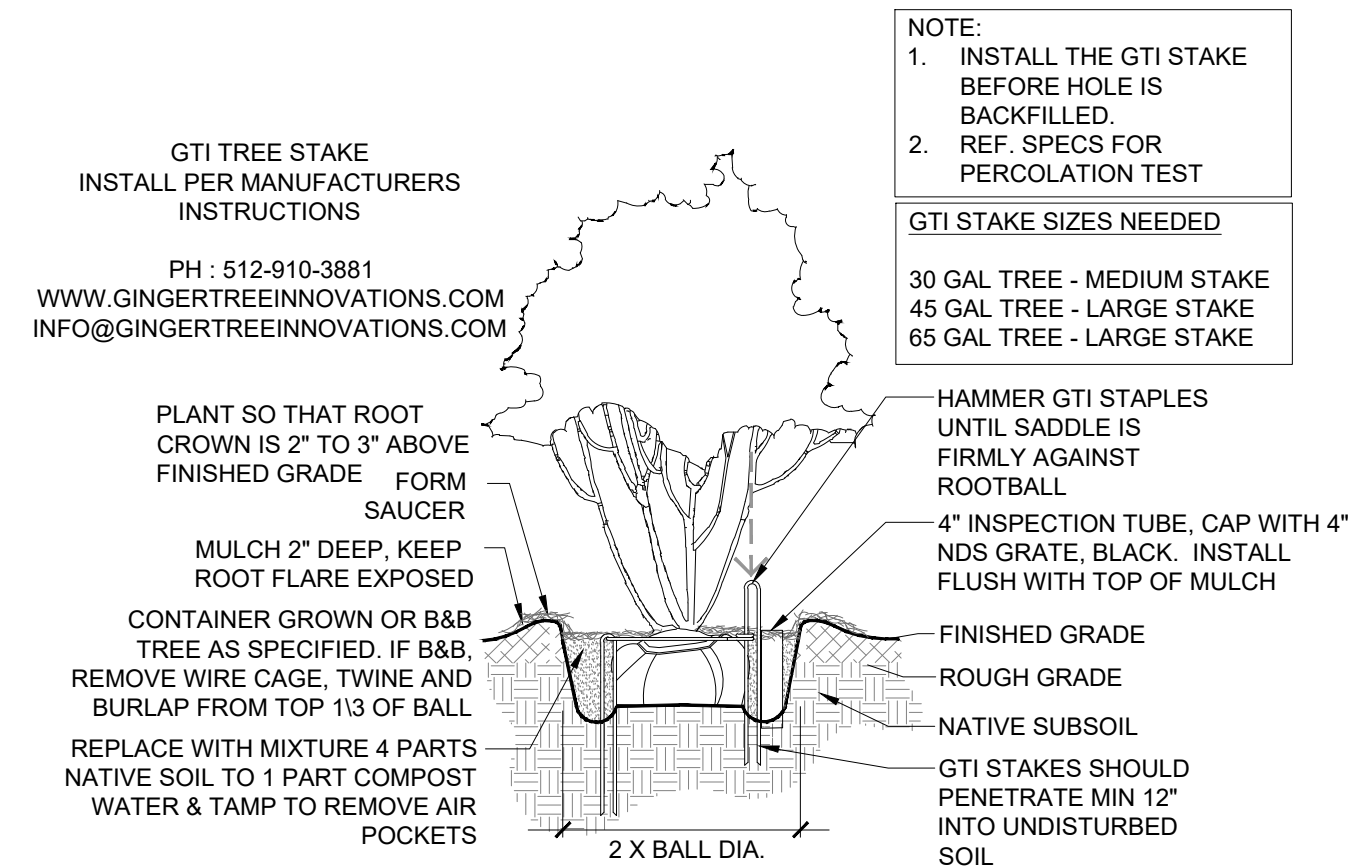
date 10/25/2021

sheet



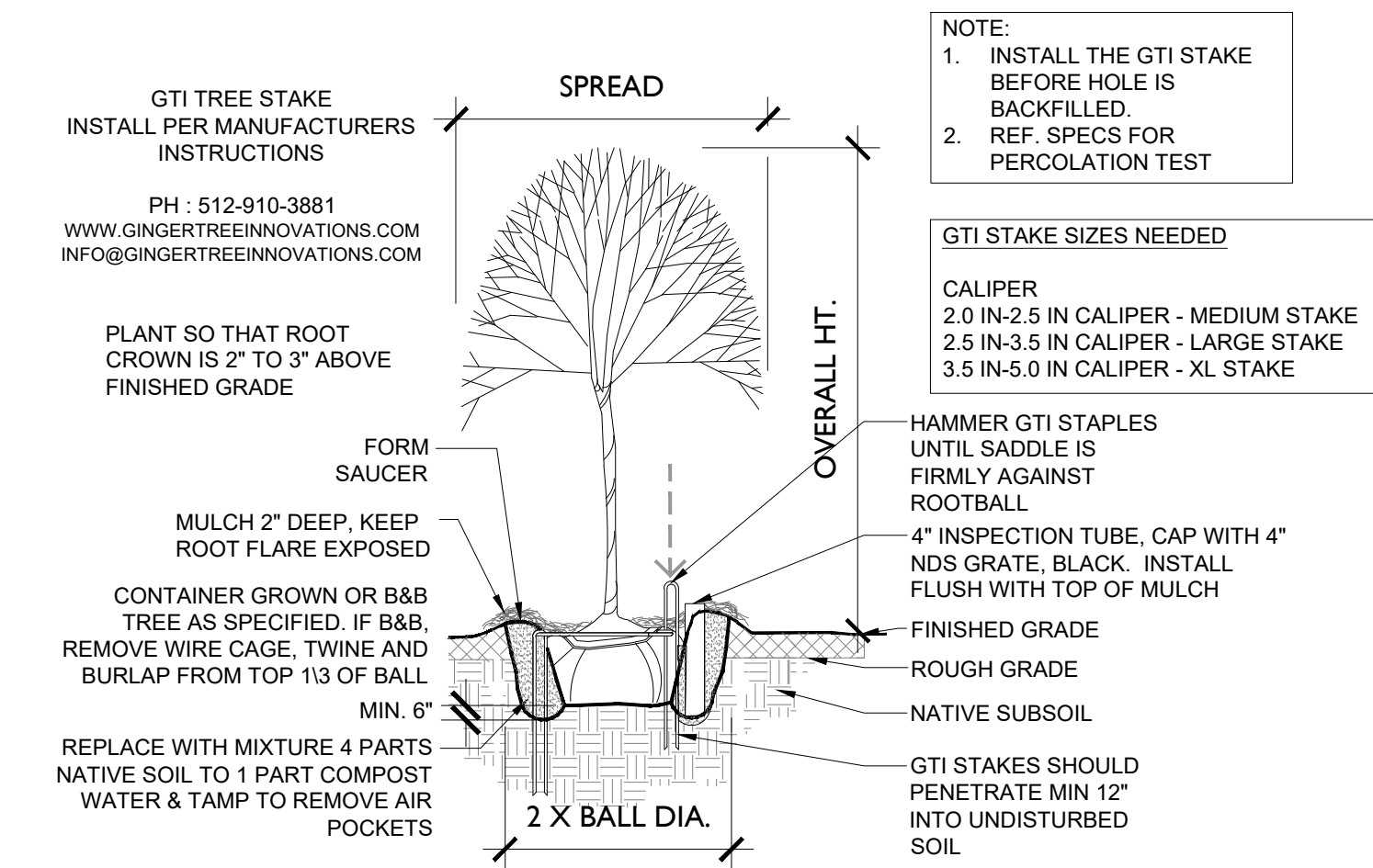
04 SHRUB & PERENNIAL BED PLANTING

N.T.S.



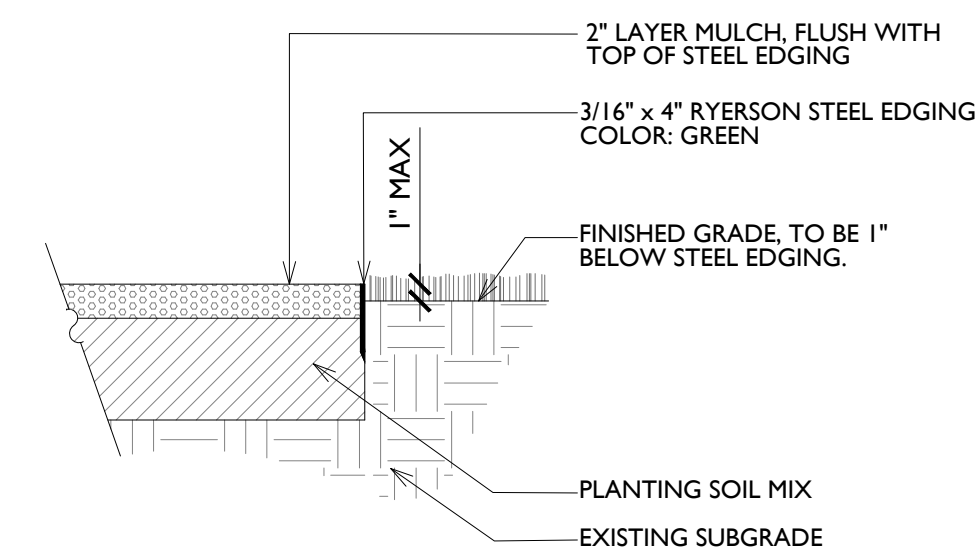
03 ORNAMENTAL TREE PLANTING

N.T.S.



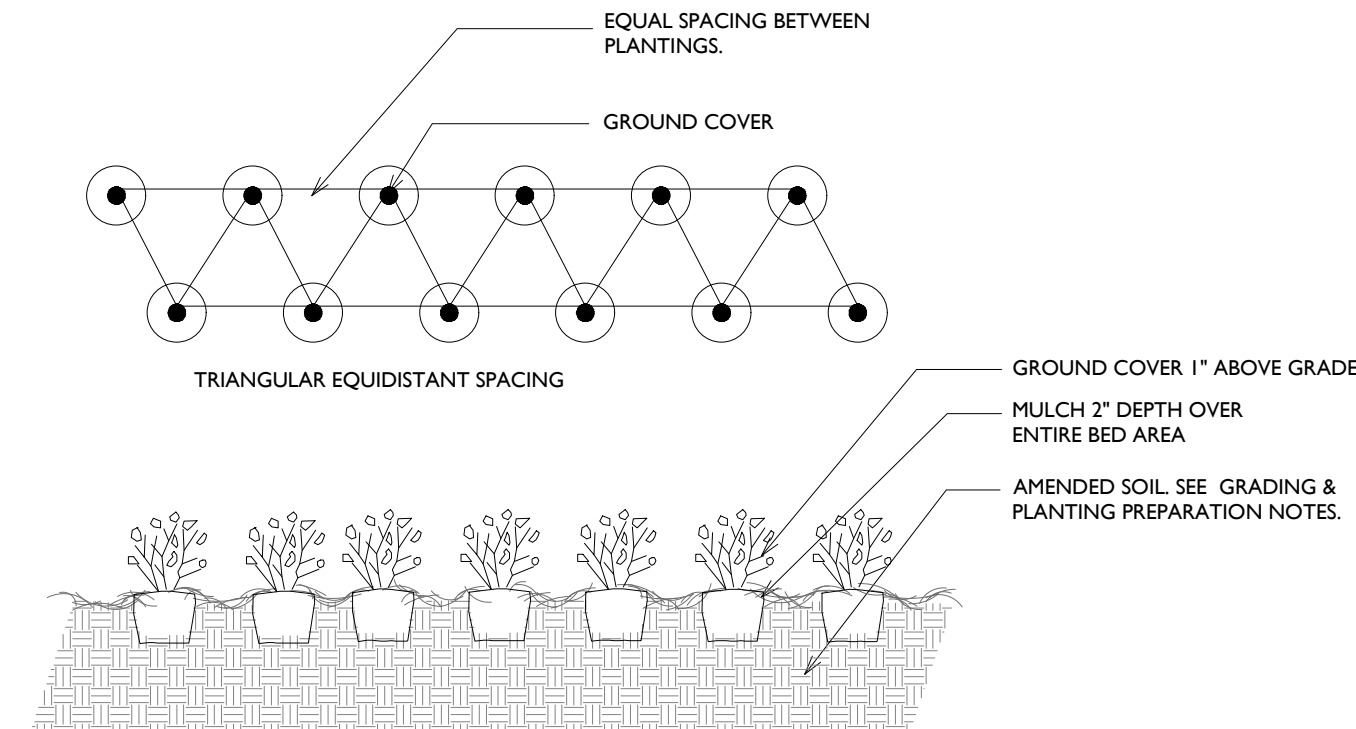
02 CANOPY TREE PLANTING

N.T.S.



01 STEEL EDGE

N.T.S.



05 GROUNDCOVER PLANTING

N.T.S.

PLANTING SHEDULE

QTY	Name	CONT	Caliper (min.)	Height (min.)	Spread (min.)	Spacing	Comments
MITIGATION TREES							
PE	Carya illinoensis/ Native Pecan		6"				Full & Matched, Straight Central Leader
BO	Quercus marcoparpa / Bur Oak		6"				Full & Matched, Straight Central Leader
WO	Quercus nigra / Water Oak		6"				Full & Matched, Straight Central Leader
SO	Quercus shumardi / Shumard Oak		6"				Full & Matched, Straight Central Leader
PO	Quercus stellata / Post Oak		6"				Full & Matched, Straight Central Leader
TRO	Quercus texana / Texas Red Oak		6"				Full & Matched, Straight Central Leader
WE	Ulmus alata / Winged Elm		6"				Full & Matched, Straight Central Leader
CE	Ulmus crassifolia / Cedar Elm		6"				Full & Matched, Straight Central Leader
SE	Ulmus rubra / Slippery Elm		6"				Full & Matched, Straight Central Leader
PE	Carya illinoensis/ Native Pecan		3"				Full & Matched, Straight Central Leader
BO	Quercus marcoparpa / Bur Oak		3"				Full & Matched, Straight Central Leader
WO	Quercus nigra / Water Oak		3"				Full & Matched, Straight Central Leader
SO	Quercus shumardi / Shumard Oak		3"				Full & Matched, Straight Central Leader
PO	Quercus stellata / Post Oak		3"				Full & Matched, Straight Central Leader
TRO	Quercus texana / Texas Red Oak		3"				Full & Matched, Straight Central Leader
WE	Ulmus alata / Winged Elm		3"				Full & Matched, Straight Central Leader
CE	Ulmus crassifolia / Cedar Elm		3"				Full & Matched, Straight Central Leader
SE	Ulmus rubra / Slippery Elm		3"				Full & Matched, Straight Central Leader
TOTAL:	160						
LANDSCAPE BUFFER TREES							
PEC	Carya illinoensis/ Native Pecan		3"				Full & Matched, Straight Central Leader
BC	Taxodium distichum / Bald Cypress						Full & Matched, Straight Central Leader
JE	Juniperus virginiana/ Eastern Red Cedar		3"				Full & Matched, Straight Central Leader
EO	Quercus fusiformis / Escarpment Live Oak		3"				Full & Matched, Straight Central Leader
BO	Quercus marcoparpa / Bur Oak		3"				Full & Matched, Straight Central Leader
CO	Quercus muehlenbergii/ Chinquapin Oak		3"				Full & Matched, Straight Central Leader
WO	Quercus nigra / Water Oak		3"				Full & Matched, Straight Central Leader
MO	Quercus polymorpha/ Monterrey Oak		3"				Full & Matched, Straight Central Leader
SO	Quercus shumardi / Shumard Oak		3"				Full & Matched, Straight Central Leader
TRO	Quercus texana / Texas Red Oak		3"				Full & Matched, Straight Central Leader
LO	Quercus Virginiana/ Live Oak		3"				Full & Matched, Straight Central Leader
WI	Ulmus alata / Winged Elm		3"				Full & Matched, Straight Central Leader
AE	Ulmus americana / American Elm		3"				Full & Matched, Straight Central Leader
CE	Ulmus crassifolia / Cedar Elm		3"				Full & Matched, Straight Central Leader
LE	Ulmus paviolia / Lacebark Elm		3"				Full & Matched, Straight Central Leader
RB-TX	Cercis canadensis var. texensis 'Oklahoma'/ Texas Redbud 'Oklahoma'	45 gal		8'	5'-6'		MULTI, 5 CANES MIN. .5" CAL MIN. PER CANE
ID	Ilex decidua / Possum Haw	45 gal					
TH	Ilex vomitoria / Yaupon Holly	45 gal					
CM	Lagerstroemia indica / Crepe Myrtle	45 gal	see comments	10'	6'-7'		Multi-trunk, 3-5 canes min., 1.75"-2" cal. Ea. cane min., Matched
WM	Myrica cerifera / Wax Myrtle	45 gal					
PL	Prunus spp. / Plum	45 gal					
CB	Rhamnus caroliniana / Carolina Buckthorn	45 gal					
TOTAL:	237						
ORNAMENTAL TREES							
RB-TX	Cercis canadensis var. texensis 'Oklahoma'/ Texas Redbud 'Oklahoma'	45 gal		8'	5'-6'		MULTI, 5 CANES MIN. .5" CAL MIN. PER CANE
EH	Ilex x attenuata 'Eagleston' / Eagleston Holly	45 gal	3"	9'	5'		full to ground, full, matched
ID	Ilex decidua / Possum Haw	45 gal					
CM-N	Lagerstroemia fauriei 'Natchez' / Natchez Crape Myrtle	45 gal	see comments	10'	6'-7'		Multi-trunk, 3-5 canes min., 1.75"-2" cal. Ea. cane min., Matched
WM	Myrica cerifera / Wax Myrtle	45 gal					
PL	Prunus spp. / Plum	45 gal					
CB	Rhamnus caroliniana / Carolina Buckthorn	45 gal					
VC	Vitex agnus castus 'Abeville Blue'/ VITEX	45 gal					Full, Multi-trunk, 4-5 canes min., .75"-1" cal Ea. Cane min, matched
TOTAL:	73						
GROUNDCOVERS							
	Native Grass/Shrub/Groundcover						
SOD/SEED							
	Cynodon dactylon 'Tif 419' / Tif 419 Bermuda Grass	Sod		N/A	N/A		
Notes							
1. NO MORE THAN 20% OF THE SAME SPECIES OF SHADE TREES MAY BE USED ON THIS PROJECT							
2. IF THERE ARE ANY DISCREPANCIES BETWEEN THE DRAWINGS AND THE PLANT LIST, THE DRAWINGS TAKE PRECEDENCE. CONTRACTOR TO VERIFY ALL QUANTITIES							

NOTE: All landscape buffer trees, and mitigation trees to be selected from the approved Town of Flower Mound tree list.

All proposed landscape areas to be fully irrigated



landscape architecture

PO Box 38415
Dallas, Texas 75238
972.855.8705

NOT FOR REGULATORY
APPROVAL,
PERMITTING, OR
CONSTRUCTION

Paul Cozzolino
10/25/2021

client
Toll Brothers
Demerius Seals
2555 SW Grapevine
Parkway, Suite 100
Grapevine, TX 76051

LISD SPINKS TRACT

TOWN OF FLOWER MOUND
DENTON COUNTY, TX

CONCEPTUAL LANDSCAPE/SCREENING PLAN

issue

03/22/2021 City Submittal

05/10/2021 City Submittal

06/14/2021 City Submittal

08/19/2021 City Submittal

10/11/2021 City Submittal

revisions



title

Planting Details

Schedule and Notes

project number 210001

date 10/25/2021

shee

Toll Brothers® **LAND DEVELOPMENT**

PAVING THE WAY FOR AMERICA'S LUXURY HOMEBUILDER

October 11, 2021

Chuck Russell
Principal Planner
Town of Flower Mound
1001 Cross Timbers Road #2330
Flower Mound, TX 75028

RE: LISD Tract at Spinks & Aberdeen (Toll Brothers No. AEC19195)
Flower Mound, Texas

Dear Mr. Russell,

With the consent of the current property owner, Lewisville Independent School District, Toll Brothers is pleased to submit this Letter of Intent to describe and explain the requested Zoning Planned Development. The rezoning is to provide a new single-family development consistent with the project due north, Oakbridge at Flower Mound. The accompanying Master Plan Amendment is consistent with this rezoning request.

The subject tracts total 76.020 acres and are currently identified on the Town's Master Land Use Plan for Estate Residential and Lakeside Business District. The existing zoning is Agriculture and the current use is consistent with the existing zoning.

The proposed ZPD use for Lots 2 and 4 of Block A of the Middle School #14 Addition is SF-15 base zoning. This base zoning shall include two modifications: minimum side yard of 10-feet and maximum lot coverage of 40%.

There is one requested exception: There is an existing Coserv overhead power line along the east side of FM 2499 within TxDOT's existing right-of-way. Coserv has informed us that burying that line is not feasible.

This proposed ZPD has provided for landscape buffers, park and future right-of-way dedications and two points of access for safety considerations.

This project will be developed in three phases. This project will also process a vacation plat at a later date to remove the existing 60-foot building line adjacent to Aberdeen, FM 2499, and Spinks Road.

Please contact me at 817-329-7973 should you have any questions regarding our request.

Thank you,



Mike Boswell, VP of Land Development
Dallas/Austin Land Development

Toll Brothers®

LAND DEVELOPMENT

PAVING THE WAY FOR AMERICA'S LUXURY HOMEBUILDER

September 8, 2021

Chuck Russell
Principal Planner
Town of Flower Mound
1001 Cross Timbers Road #2330
Flower Mound, TX 75028

RE: LISD Tract at Spinks & Aberdeen (Toll Brothers No. AEC19195)
Flower Mound, Texas

Dear Mr. Russell,

Concerning the existing CoServ overhead power line along the east side of FM 2499 (Long Prairie) and within TxDOT's existing right-of-way, and pursuant to Sec 90-423(5), Toll Brothers respectfully requests an exception to the utility burial requirement for this overhead line for the following physical, engineering, and operational reasons:

- The said line does not and will not serve the subject property, but rather, it serves the surrounding region and developments.
- CoServ would require a 20' easement outside of the existing 15' water line easement and FM 2499 TxDOT right-of-way. If the overhead lines are buried, this franchise utility easement would overlap with the required landscape buffer; therefore, trees planted in the buffer would be subject to exceptions found in Sec 94-81, which allow removal and/or damage by future franchise utility maintenance work.
- The line relocation underground is cost prohibitive; per CoServ's preliminary estimate, it would cost approximately \$900,000 (\$400/LF at 2,250 LF). The costs of burying this line are not proportionate to the proposed development.
- The line relocation for the portion along FM 2499, would also require Toll to acquire offsite easements for developments to the west and south of the subject tract to accommodate equipment.
- Should the line be relocated underground, it would conflict with the myriad existing utilities under the Aberdeen & FM 2499 intersection. Many of these existing utilities were encountered and interrupted during Toll's construction of the northern half of Aberdeen Rd.

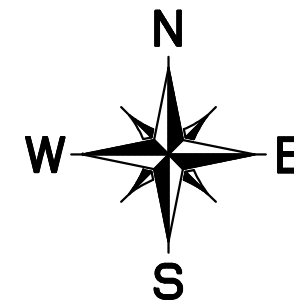
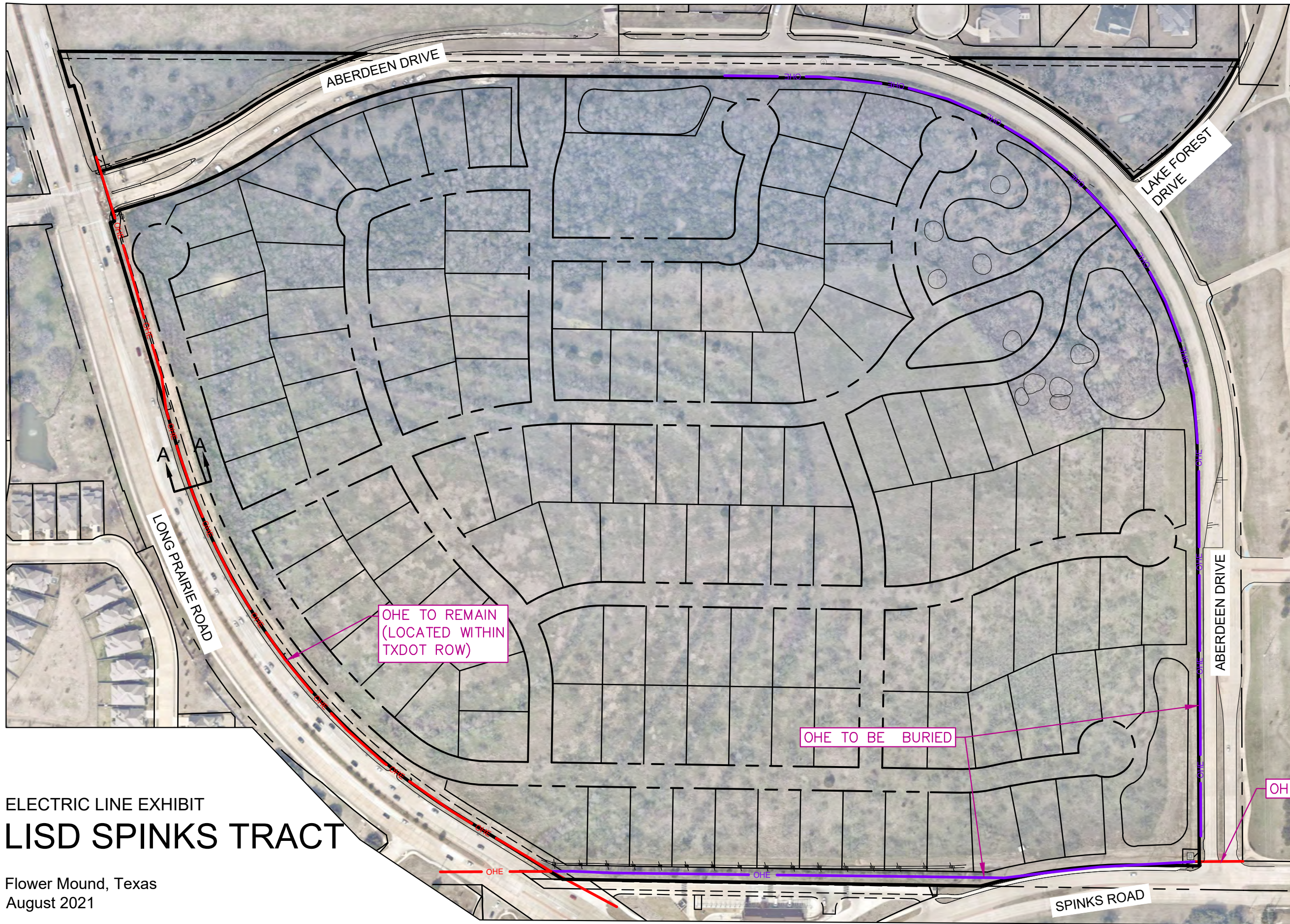
In short, Toll Brothers' intent is to provide a quality development that is aesthetically pleasing for the residents of the Town of Flower Mound. We are opting to bury the existing overhead transmission facility along the southern and eastern edges, which speaks to our commitment to the Town residents. However, there are multiple factors making the relocation of the FM 2499 overhead line excessively challenging and disproportionate. Please contact me at 817-329-7973 should you have any questions regarding our request.

Thank you,



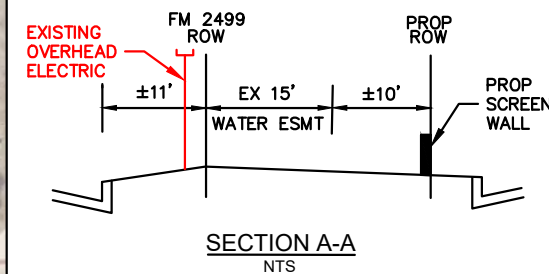
Mike Boswell, VP of Land Development
Dallas/Austin Land Development

Attachments



LEGEND

- OHE TO BE BURIED
- OHE TO REMAIN



ELECTRIC LINE EXHIBIT LISD SPINKS TRACT

Flower Mound, Texas
August 2021

DWG NAME
LAST SAVED

K:\FRL\CIVIL\068625019-LISD SPINKS ROAD\CAD\PRELIMINARY\EXHIBITS\ELECTRIC LINE EXHIBIT.DWG
8/20/2021 11:09 AM

Kimley»Horn

6160 Warren Parkway
Suite 210
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-928
Contact: Casey Ross

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

Mike Boswell

From: Ben Crawford <bcrawford@coserv.com>
Sent: Wednesday, September 08, 2021 3:09 PM
To: Demerius Seals
Cc: Mike Boswell
Subject: RE: LISD Tract - Overhead Variance Request

EXTERNAL EMAIL : Use caution with links and attachments

Good afternoon Demerius and Mike,

The overhead facilities you identified on FM 2499 and north of Spinks Rd, east to Aberdeen Drive will need to remain as either overhead or underground. If you choose to place these facilities underground, a 20' wide easement will be required. This could be dedicated as a UE or UE/Landscape, but we won't share the same ditch with another electric provider. However, we can joint trench with gas and communications but we will need to be first in so we can get our depth by open cut. To replace the overhead facilities with underground we would install 4-6" conduits that are required to be concrete encased and typically require greater depth which in turn increases the easement width out to 20' as I mentioned. Burial of the overhead adjacent to Long Prairie would likely begin at the pole just north of Aberdeen which will require a 24" steel encased dry bore, there will also be steel bores west across FM 2499 north of the carwash entrance which will likely be 10"-14", and south across the carwash entrance with another 24". These bores will all require boring/receiving pits.

The design and engineering for these facilities will have to be sent to an outside consultant so providing a hard estimate will not be available until those plans are completed and approved. For rough estimating purposes only, you could use \$400.00 per foot (all in) which could go up or down depending on what the engineering and final design require. This does not represent a proposal in any form. Please let me know if you guys have any other questions. Thanks

Ben Crawford

MANAGER OF PROJECT ENGINEERING | Project Engineering
O (940) 270-6823 | **M** (940) 390-8251
 7701 S Stemmons, Corinth, TX 76210



"CoServ's Mission is to deliver excellent service to our Members and Customers by providing safe and reliable energy solutions."



EXHIBIT A: WITH POWER LINES

FLOWER MOUND - LISO SPINKS

2499 LONG PRAIRIE ROAD EXHIBIT - 2021 SEPTEMBER

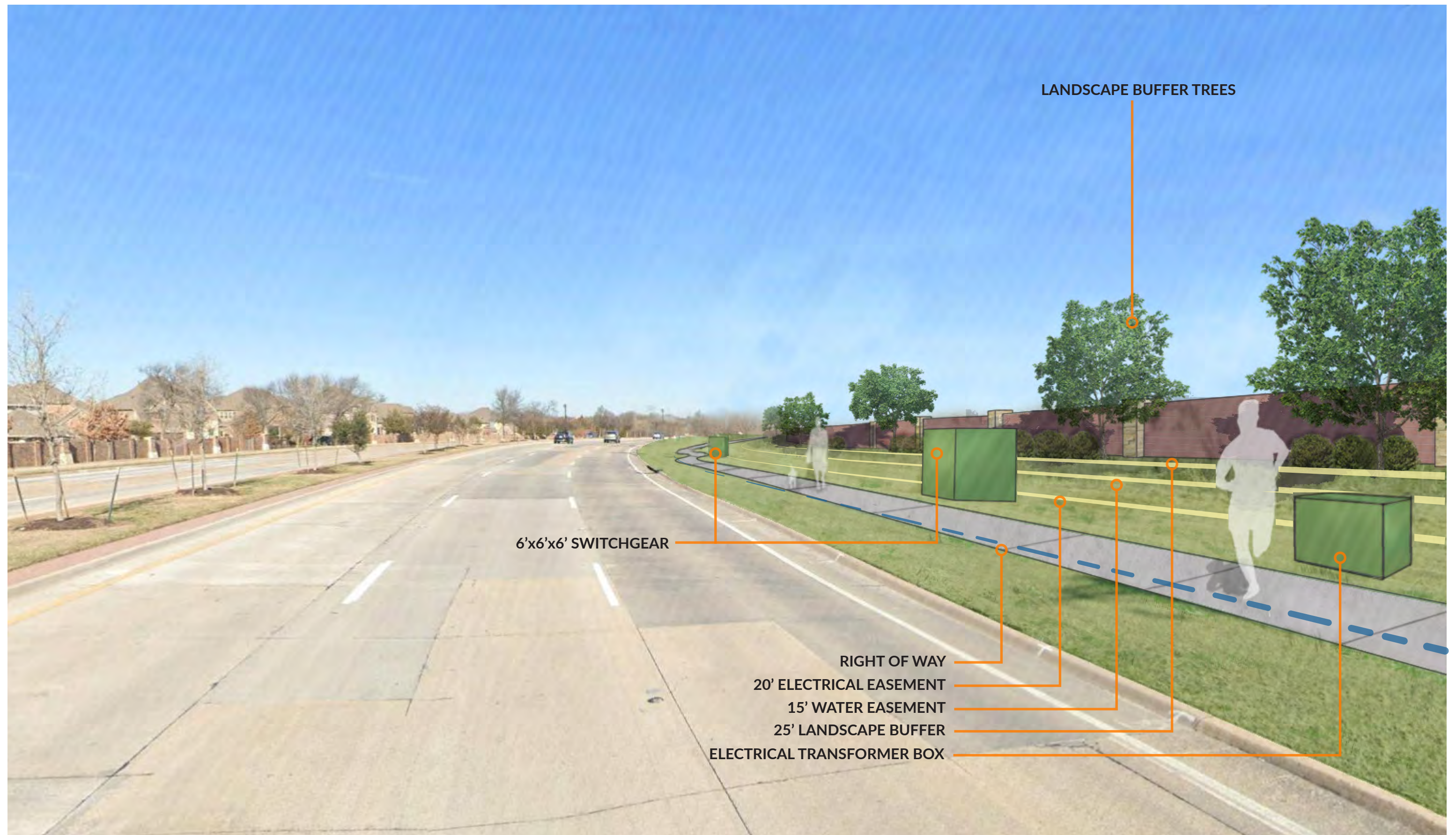


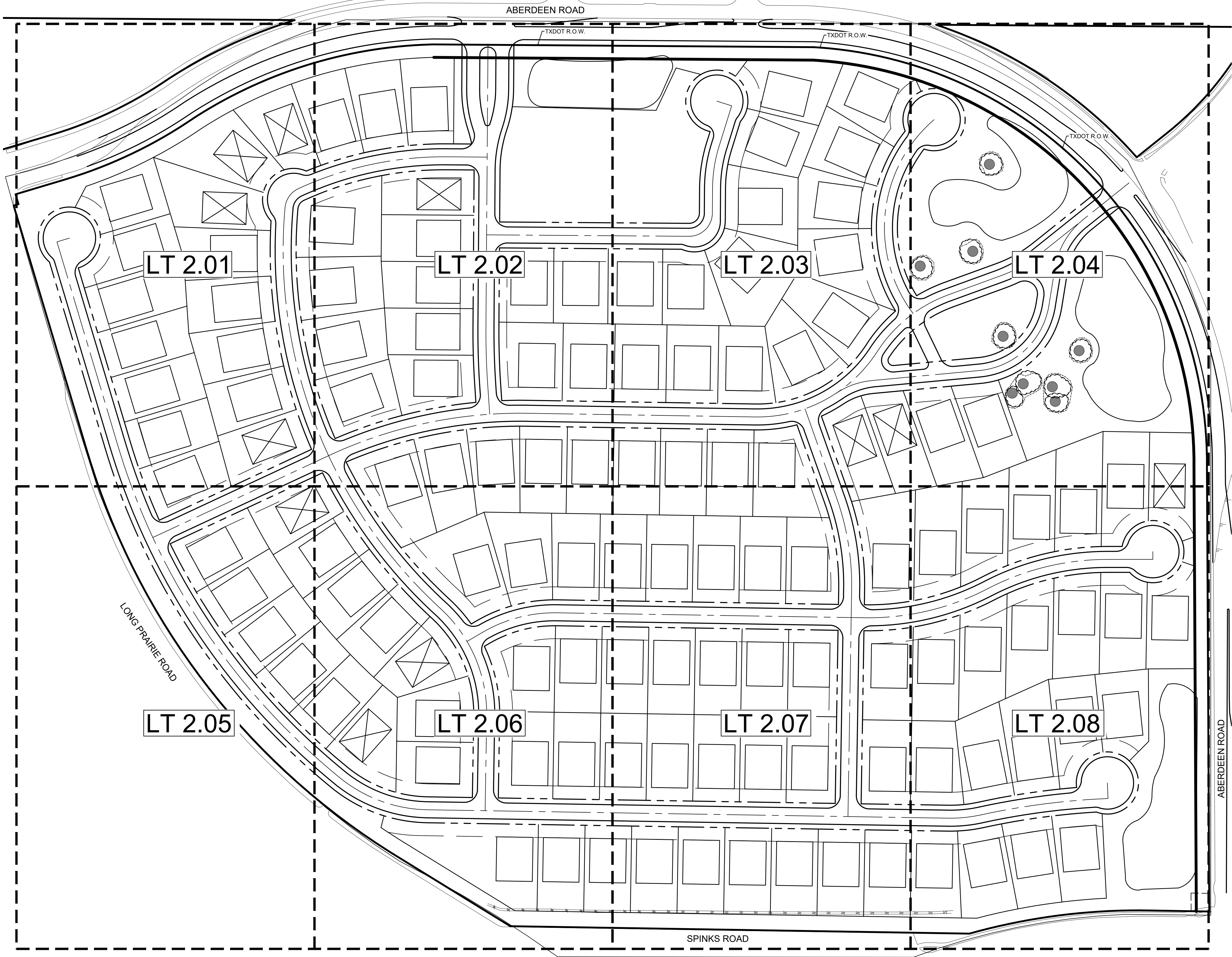
EXHIBIT B: WITHOUT POWER LINES

FLOWER MOUND - LISO SPINKS

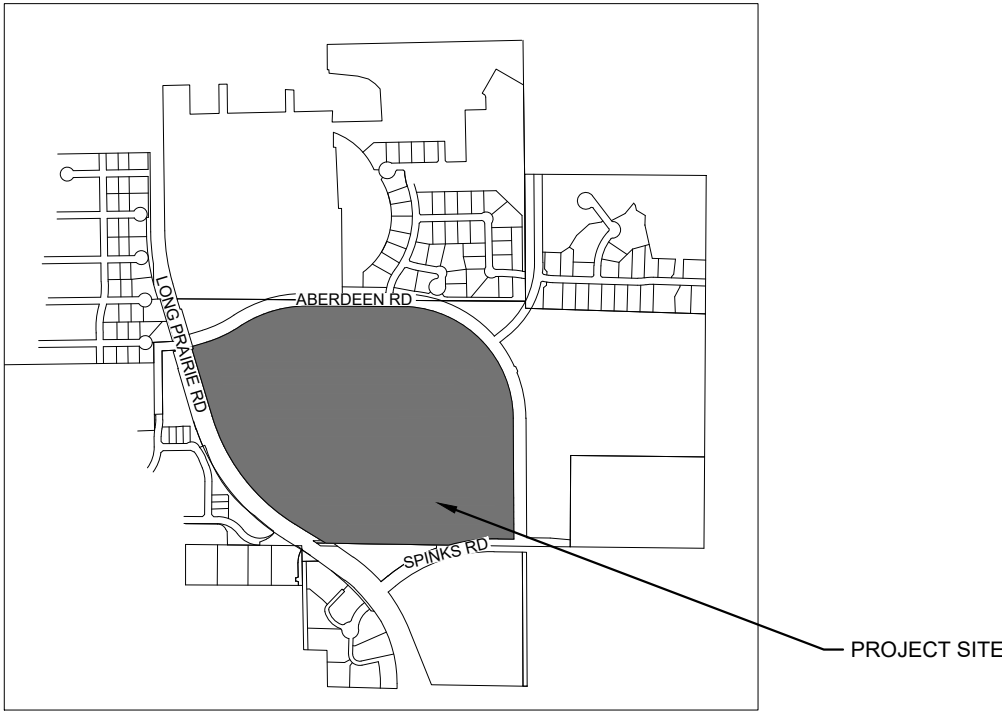
2499 LONG PRAIRIE ROAD EXHIBIT - 2021 SEPTEMBER

ROUTED BY: KATON, ANANATHA, KIMLEY-HORN & ASSOCIATES, INC.
DRAWN BY: KJRU, CIVIL/0602500/LISD SPINKS ROAD/LANDSCAPE/DESIGN/001 PERMIT CODE/PLANSHEET/01.L01.DWG[LT 1.01]
LAST SAVED: 10/25/2021 2:59 PM

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.



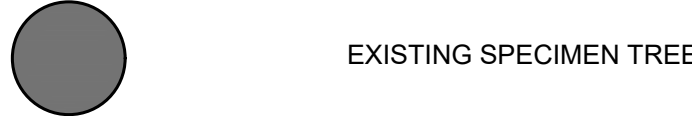
VICINITY MAP



TREE MITIGATION

TOTAL NUMBER OF PROTECTED TREES ON SITE: 397 TREES (10 SPECIMEN TREES)
TOTAL NUMBER OF PROTECTED TREES REMOVED: 289 TREES
(271 healthy trees, 18 declining/ hazardous trees)
CREDITS FOR PROTECTED TREES TO REMAIN: 59 CREDITS
TOTAL MITIGATION REQUIRED: 271 HEALTHY TREES - 59 CREDITS = (212) 2.5" - 3" CAL. TREES

LEGEND



EXISTING SPECIMEN TREE

TREES 6-INCHES AND GREATER AT THE HEIGHT SPECIFIED IN THE TOWN OF FLOWER MOUND ORDINANCE WERE TAGGED.

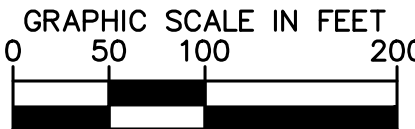
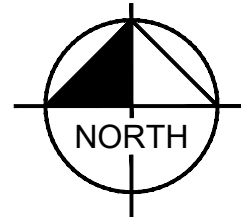
NOTE:
ALL TREES SHOWN TO REMAIN ARE TO BE PROTECTED FROM DAMAGE. NO VEHICULAR PARKING, STORAGE OF MATERIALS OR EQUIPMENT, CLEARING OF EQUIPMENT, EQUIPMENT WASH OUT OR ANY OTHER ACTION WHICH MAY CAUSE AN ADVERSE AFFECT ON EXISTING OR FUTURE PLANTING IS TO OCCUR IN OR AROUND TREES IN LANDSCAPE AREA WHICH 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 AND INSPECTED BY THE TOWN'S ENVIRONMENTAL SERVICES DEPARTMENT.

NOTE:
ALL TREE CANOPY AREAS SHOWN ARE APPROXIMATE AND ARE BASED ON THE BEST INFORMATION POSSIBLE AVAILABLE.

NOTE:
NO PROTECTED OR SPECIMEN TREES ARE LOCATED WITHIN 20' OF THE PROPOSED BORING LOCATIONS OR ACCESS PATH.



TREE SURVEY & TREE PRESERVATION PLAN
FOR
LISD SPINKS ROAD

132 RESIDENTIAL LOTS / 4 OPEN SPACES
BEING 74.376 ACRES

OUT OF THE
JOHN WHITE SURVEY, ABSTRACT NO. 1341

IN THE
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

OWNER:
Lewisville Independent School
District
1665 W. Main Street
Lewisville, Texas 75067
Tel: (469) 713-5200

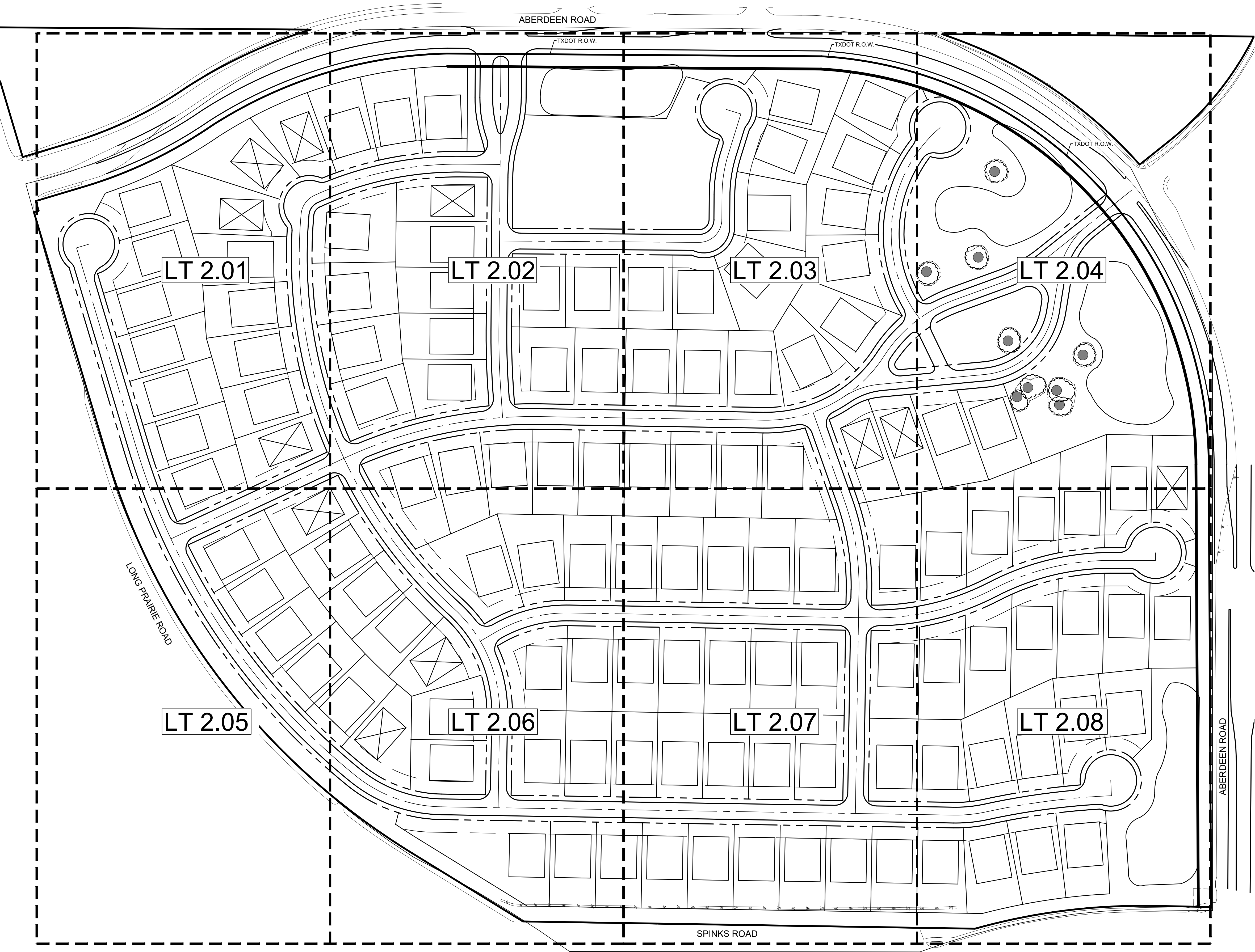
DEVELOPER:
Toll Brothers Inc.
2555 SW Grapevine Pkwy
Grapevine, TX 76051
Tel: (817) 329-7973
Contact: Mike Boswell

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

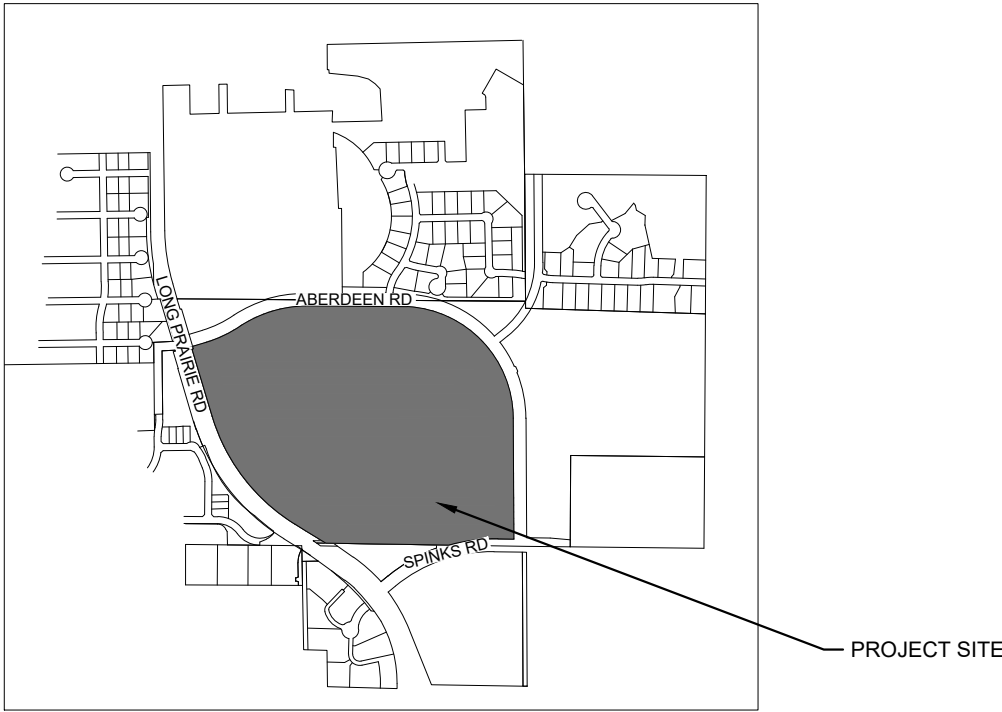
DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	LT 1.01
MER	MER	MER	AS SHOWN	10/25/2021	PROJECT NUMBER	

ROUTED BY: KATON, ANANATHA, 10/25/2021 2:59 PM
DRAWN NAME: K3RUCV160625014LISD SPINKS ROAD LANDSCAPE DESIGN 001 PERMIT CODE PLANSHEET.TUT 1.0.DWG [LT 1.02]
LAST SAVED: 10/25/2021 2:59 PM

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.



VICINITY MAP



TREE MITIGATION

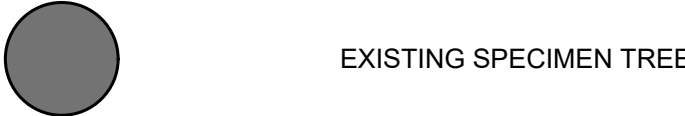
TOTAL NUMBER OF PROTECTED TREES ON SITE: 397 TREES (10 SPECIMEN TREES)

TOTAL NUMBER OF PROTECTED TREES REMOVED: 289 TREES
(271 healthy trees, 18 declining/ hazardous trees)

CREDITS FOR PROTECTED TREES TO REMAIN: 59 CREDITS

TOTAL MITIGATION REQUIRED: 271 HEALTHY TREES - 246 CREDITS = (212) 2.5" - 3" CAL. TREES

LEGEND



EXISTING SPECIMEN TREE

TREES 6-INCHES AND GREATER AT THE HEIGHT SPECIFIED IN THE TOWN OF FLOWER MOUND ORDINANCE WERE TAGGED.

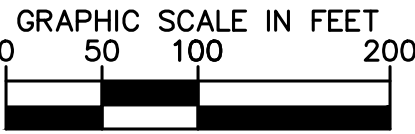
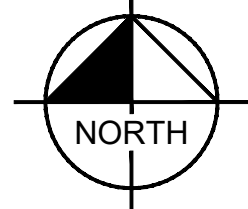
NOTE:
ALL TREES SHOWN TO REMAIN ARE TO BE PROTECTED FROM DAMAGE. NO VEHICULAR PARKING, STORAGE OF MATERIALS OR EQUIPMENT, CLEARING OF EQUIPMENT, EQUIPMENT WASH OUT OR ANY OTHER ACTION WHICH MAY CAUSE AN ADVERSE AFFECT ON EXISTING OR FUTURE PLANTING IS TO OCCUR IN OR AROUND TREES IN LANDSCAPE AREA WHICH 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 AND INSPECTED BY THE TOWN'S ENVIRONMENTAL SERVICES DEPARTMENT.

NOTE:
ALL TREE CANOPY AREAS SHOWN ARE APPROXIMATE AND ARE BASED ON THE BEST INFORMATION POSSIBLE AVAILABLE.

NOTE:
NO PROTECTED OR SPECIMEN TREES ARE LOCATED WITHIN 20' OF THE PROPOSED BORING LOCATIONS OR ACCESS PATH.



10/25/2021

TREE SURVEY & TREE PRESERVATION PLAN
FOR
LISD SPINKS ROAD

132 RESIDENTIAL LOTS / 4 OPEN SPACES
BEING 74.376 ACRES

OUT OF THE
JOHN WHITE SURVEY, ABSTRACT NO. 1341

IN THE
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

OWNER:

Lewisville Independent School
District
1665 W. Main Street
Lewisville, Texas 75067
Tel: (469) 713-5200

DEVELOPER:

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

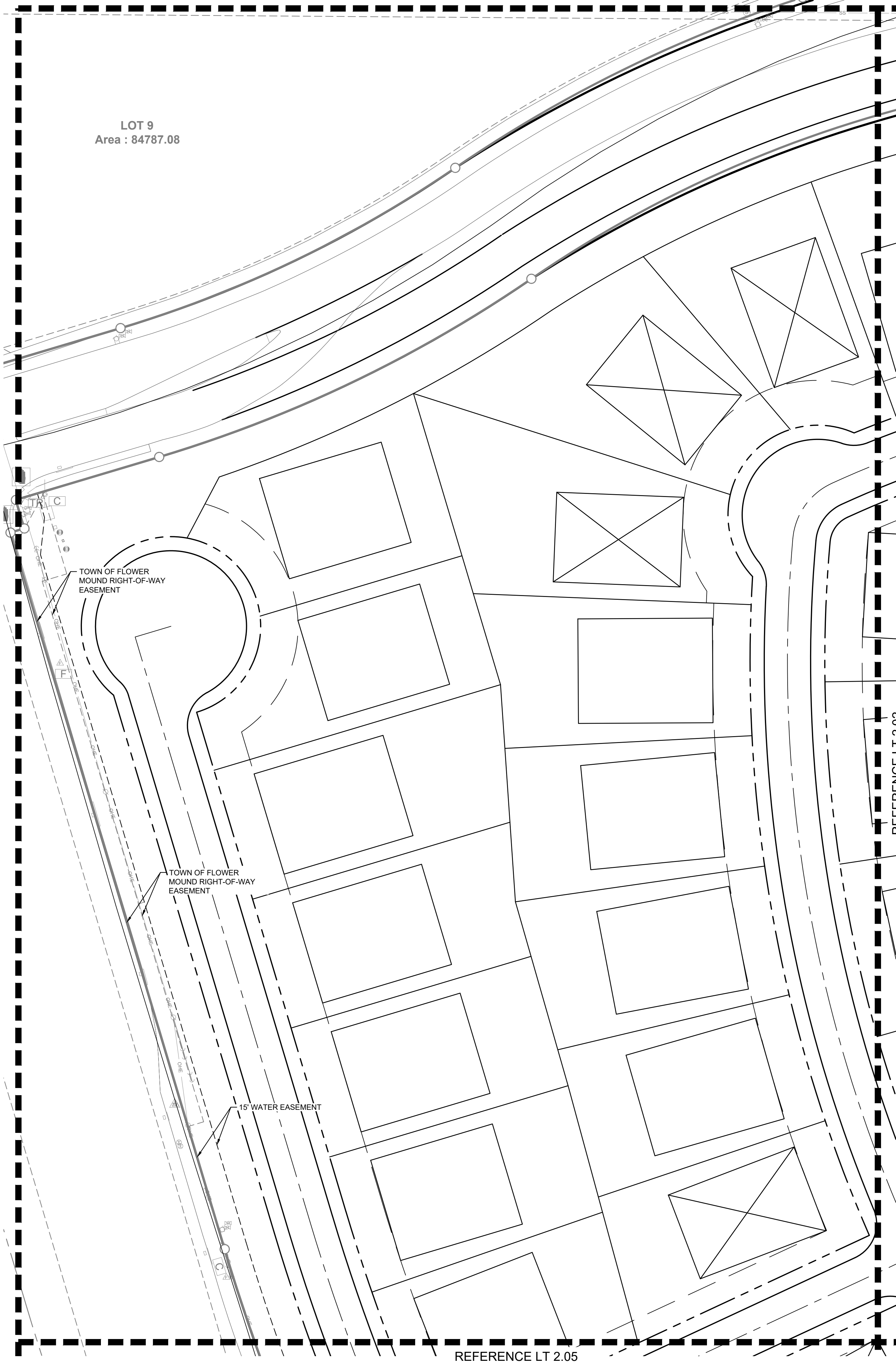
LANDSCAPE ARCHITECT:

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

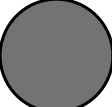
DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	LT 1.02
MER	MER	MER	AS SHOWN	10/25/2021	PROJECT NUMBER	

PLOTTED BY: KATON, ANASANTHA W/20201114.05 PM
DRAWN NAME: K3R/CV/L/06025004/LISD SPINKS ROAD/LANDSCAPE/DESIGN/001 PERMIT CODE/PLANSHEET/2.01.DWG/[LT.2.01]
LAST SAVED: 10/25/2021 3:00 PM

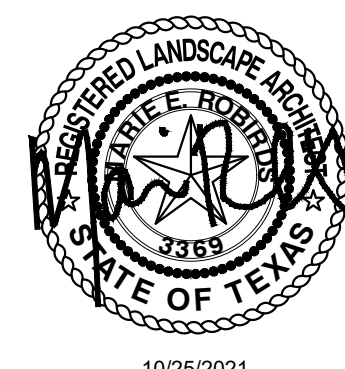
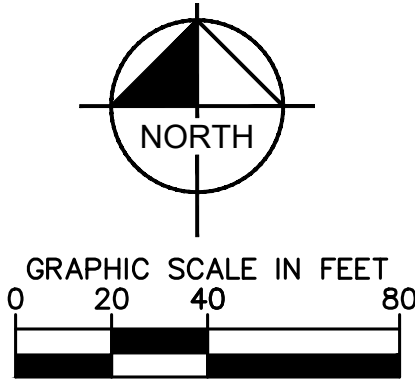
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



LEGEND

 TREE TO REMAIN

 TREE TO BE REMOVED



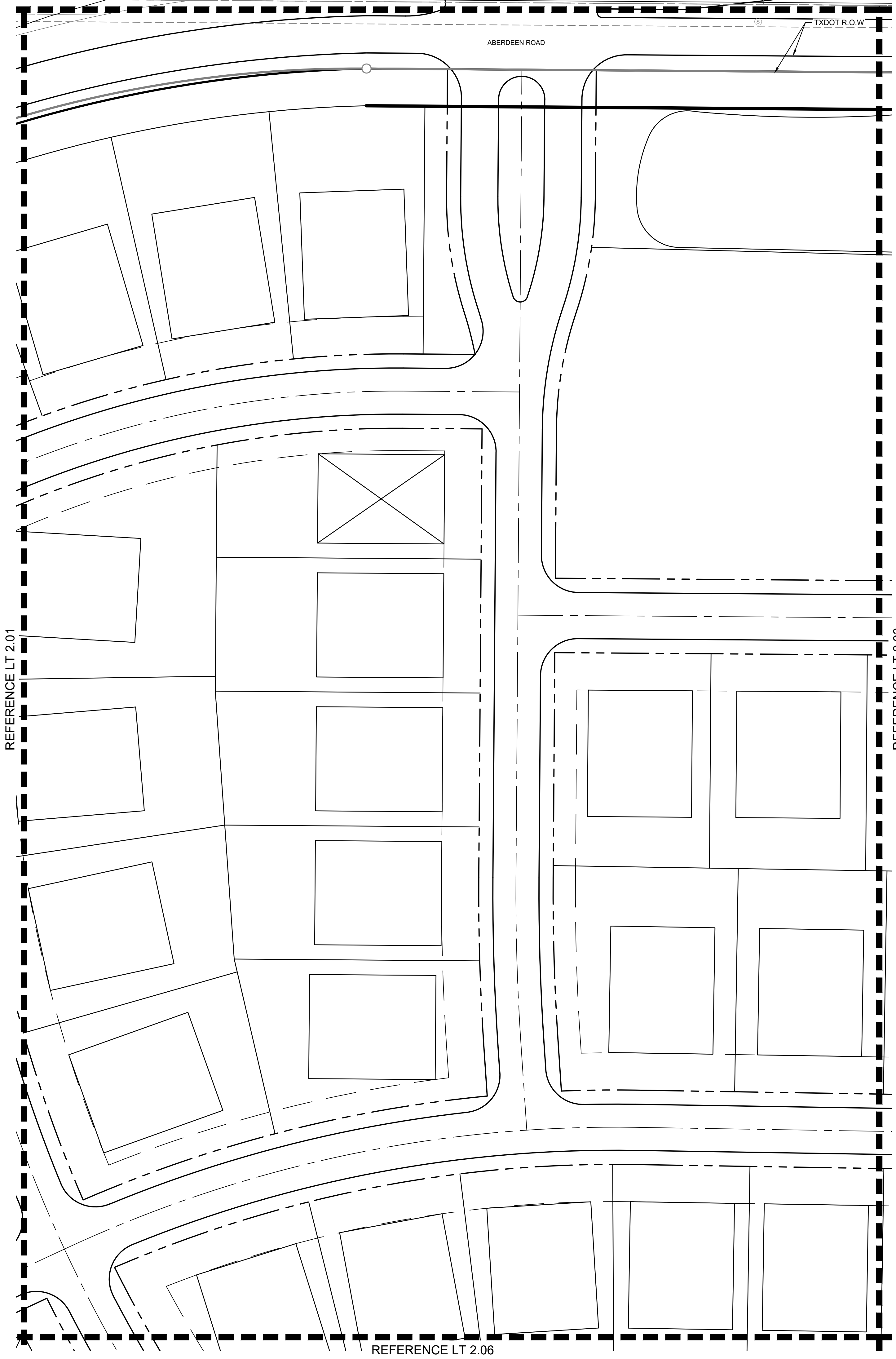
TREE PRESERVATION ENLARGEMENT
FOR
LISD SPINKS ROAD
132 RESIDENTIAL LOTS / 4 OPEN SPACES
BEING 74.376 ACRES
OUT OF THE
JOHN WHITE SURVEY, ABSTRACT NO. 1341
IN THE
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

OWNER:
Lewisville Independent School District
1665 W. Main Street
Lewisville, Texas 75067
Tel: (469) 713-5200

DEVELOPER:
Toil Brothers 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

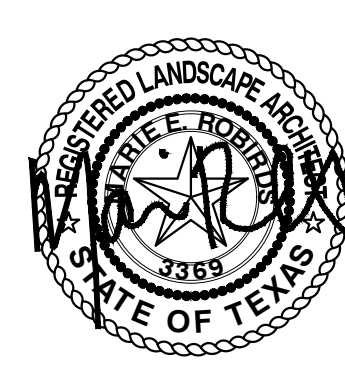
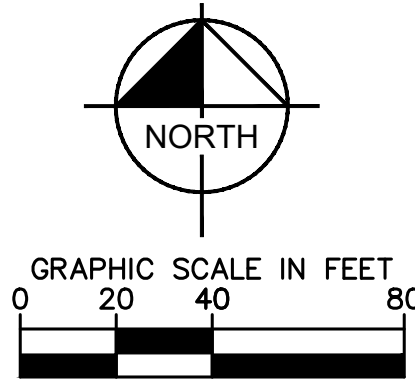
DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	LT 2.01
MER	MER	MER	AS SHOWN	10/25/2021	PROJECT NUMBER	



LEGEND

TREE TO REMAIN

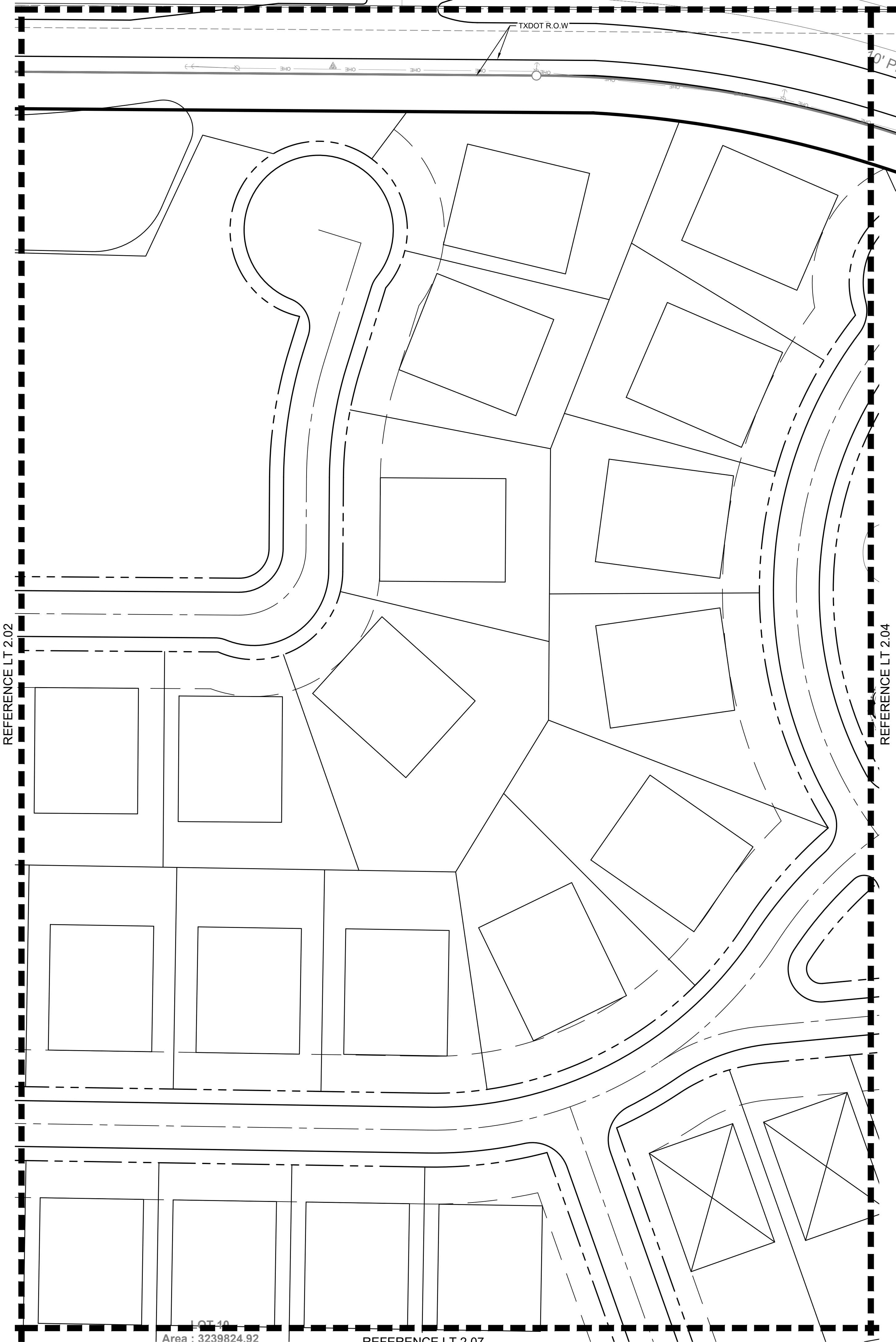
TREE TO BE REMOVED



TREE PRESERVATION ENLARGEMENT
FOR
LISD SPINKS ROAD
132 RESIDENTIAL LOTS / 4 OPEN SPACES
BEING 74.376 ACRES
OUT OF THE
JOHN WHITE SURVEY, ABSTRACT NO. 1341
IN THE
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

OWNER: Lewisville Independent School District 1665 W. Main Street Lewisville, Texas 75067 Tel: (469) 713-5200	DEVELOPER: Toll Brothers 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
--	--	---

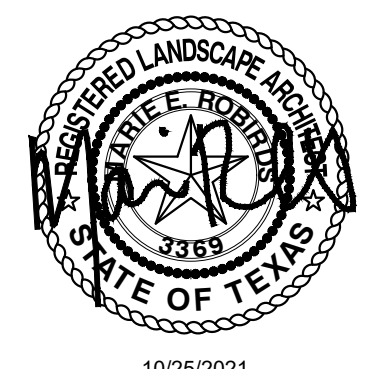
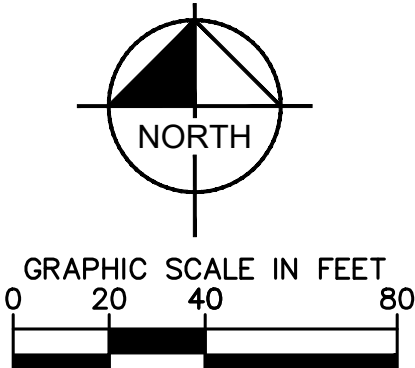
DESIGNED MER	DRAWN MER	CHECKED MER	SCALE AS SHOWN	DATE 10/25/2021	KH PROJECT NO. PROJECT NUMBER	LT 2.02
-----------------	--------------	----------------	-------------------	--------------------	----------------------------------	---------



LEGEND

TREE TO REMAIN

TREE TO BE REMOVED



TREE PRESERVATION ENLARGEMENT
FOR
LISD SPINKS ROAD
132 RESIDENTIAL LOTS / 4 OPEN SPACES
BEING 74.376 ACRES
OUT OF THE
JOHN WHITE SURVEY, ABSTRACT NO. 1341
IN THE
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

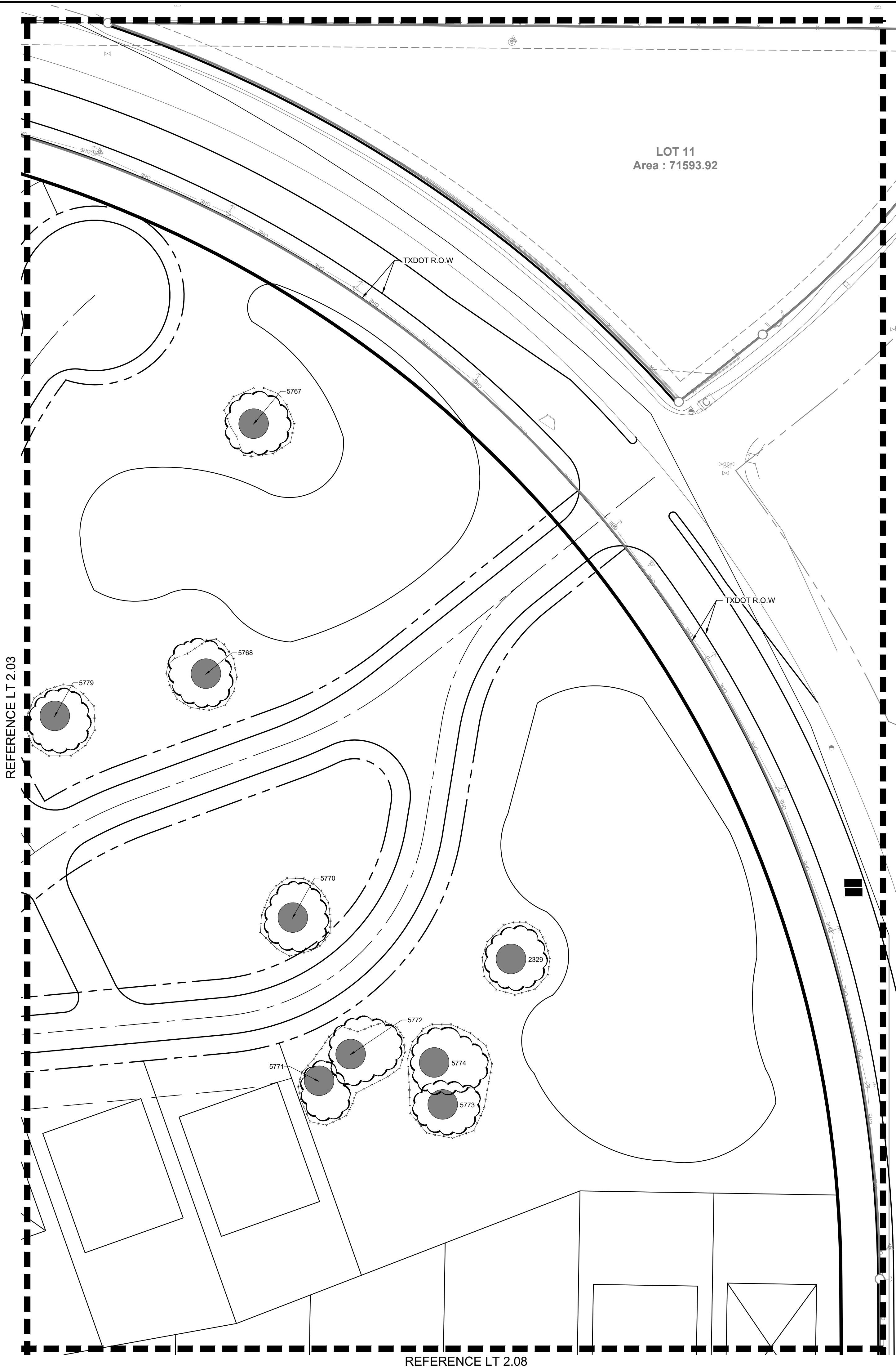
OWNER:
Lewisville Independent School District
1665 W. Main Street
Lewisville, Texas 75067
Tel: (469) 713-5200

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

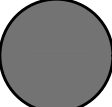
LANDSCAPE ARCHITECT:
Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, TX 75034
Tel: (972) 335-3580
Contact: Marie Robirds, PLA

DESIGNED MER	DRAWN MER	CHECKED MER	SCALE AS SHOWN	DATE 10/25/2021	KH PROJECT NO. PROJECT NUMBER	LT 2.03
-----------------	--------------	----------------	-------------------	--------------------	----------------------------------	---------

PLOTTED BY: KATON, ANASANTHA 10/25/2021 4:45 PM
DRAWN NAME: KJRU CIVIL 10/25/2021 4:45 PM
LAST SAVED: 10/25/2021 3:00 PM
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.



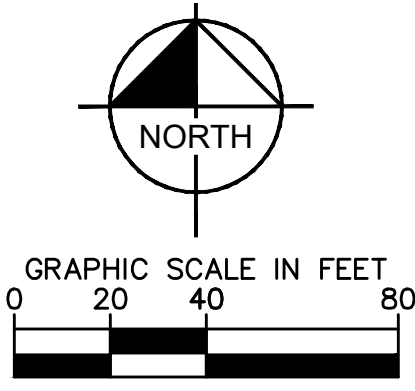
LEGEND



TREE TO REMAIN



TREE TO BE REMOVED



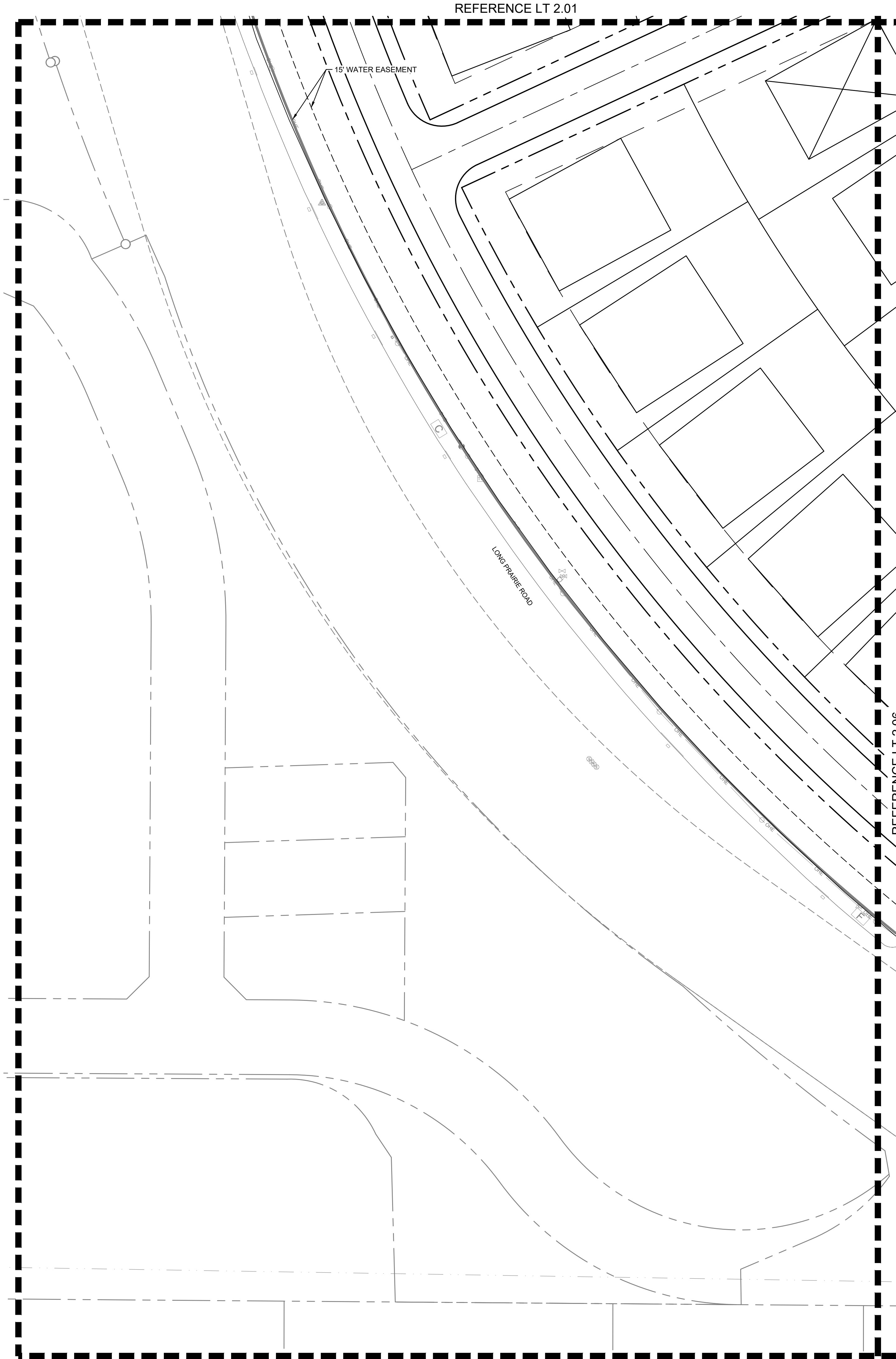
TREE PRESERVATION ENLARGEMENT
FOR
LISD SPINKS ROAD
132 RESIDENTIAL LOTS / 4 OPEN SPACES
BEING 74.376 ACRES
OUT OF THE
JOHN WHITE SURVEY, ABSTRACT NO. 1341
IN THE
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

OWNER: Lewisville Independent School District 1665 W. Main Street Lewisville, Texas 75067 Tel: (469) 713-5200	DEVELOPER: Toll Brothers 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 2.04
MER	MER	MER	AS SHOWN	10/25/2021	PROJECT NUMBER	

PLOTTED BY: KATHY ANASTASIA W/2021.1.05 PM
DRAWN NAME: K3R/CV/L06025004/LISD SPINKS ROAD/LANDSCAPE/DESIGN/00 PERMIT CODE/PLANSHEET/2.01.DWG/[LT.2.05]
LAST SAVED: 10/25/2021 3:00 PM

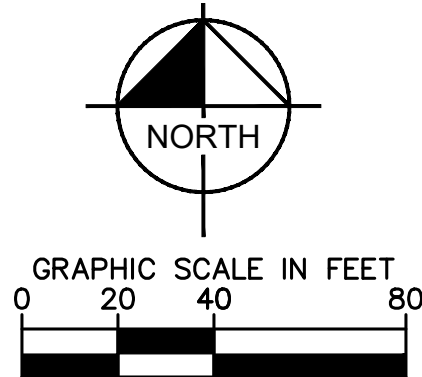
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



LEGEND

TREE TO REMAIN

TREE TO BE REMOVED



10/25/2021

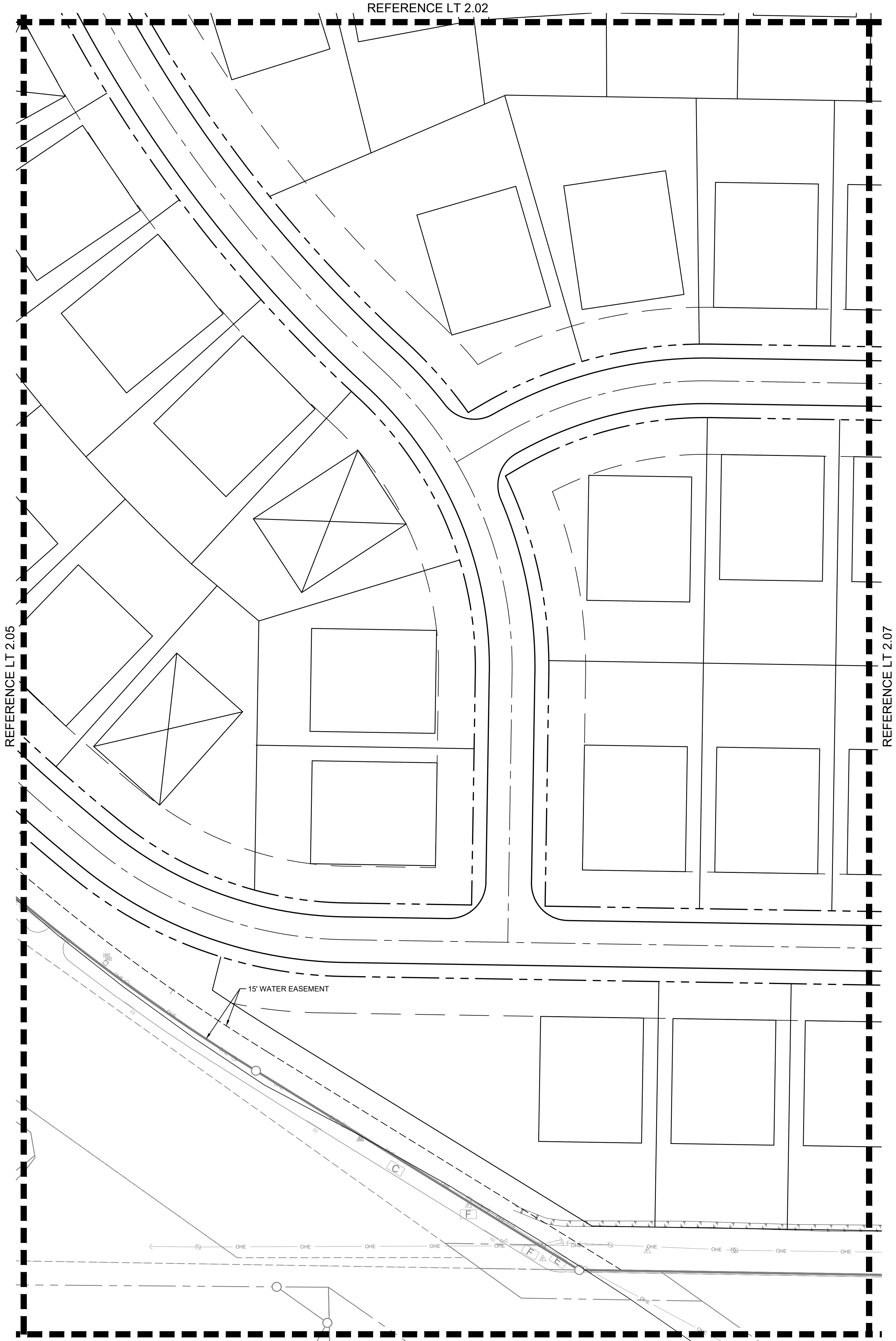
TREE PRESERVATION ENLARGEMENT
FOR
LISD SPINKS ROAD
132 RESIDENTIAL LOTS / 4 OPEN SPACES
BEING 74.376 ACRES
OUT OF THE
JOHN WHITE SURVEY, ABSTRACT NO. 1341
IN THE
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

OWNER:
Lewisville Independent School
District
1665 W. Main Street
Lewisville, Texas 75067
Tel: (469) 713-5200

DEVELOPER:
Toil Brothers 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

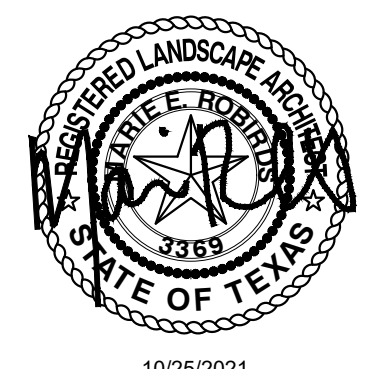
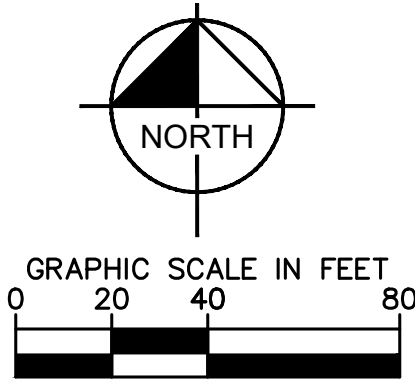
DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	LT 2.05
MER	MER	MER	AS SHOWN	10/25/2021	PROJECT NUMBER	



LEGEND

TREE TO REMAIN

TREE TO BE REMOVED



TREE PRESERVATION ENLARGEMENT
FOR
LISD SPINKS ROAD
132 RESIDENTIAL LOTS / 4 OPEN SPACES
BEING 74.376 ACRES
OUT OF THE
JOHN WHITE SURVEY, ABSTRACT NO. 1341
IN THE
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

OWNER:

Lewisville Independent School District1665 W. Main StreetLewisville, Texas 75067Tel: (469) 713-5200

DEVELOPER:

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

LANDSCAPE ARCHITECT:

Kimley»Horn

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

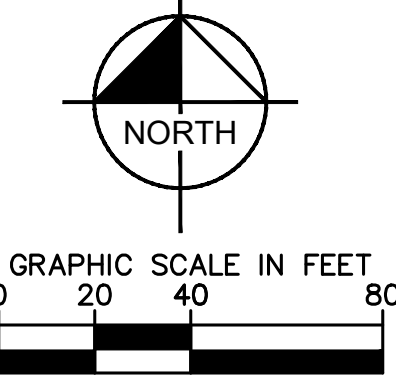
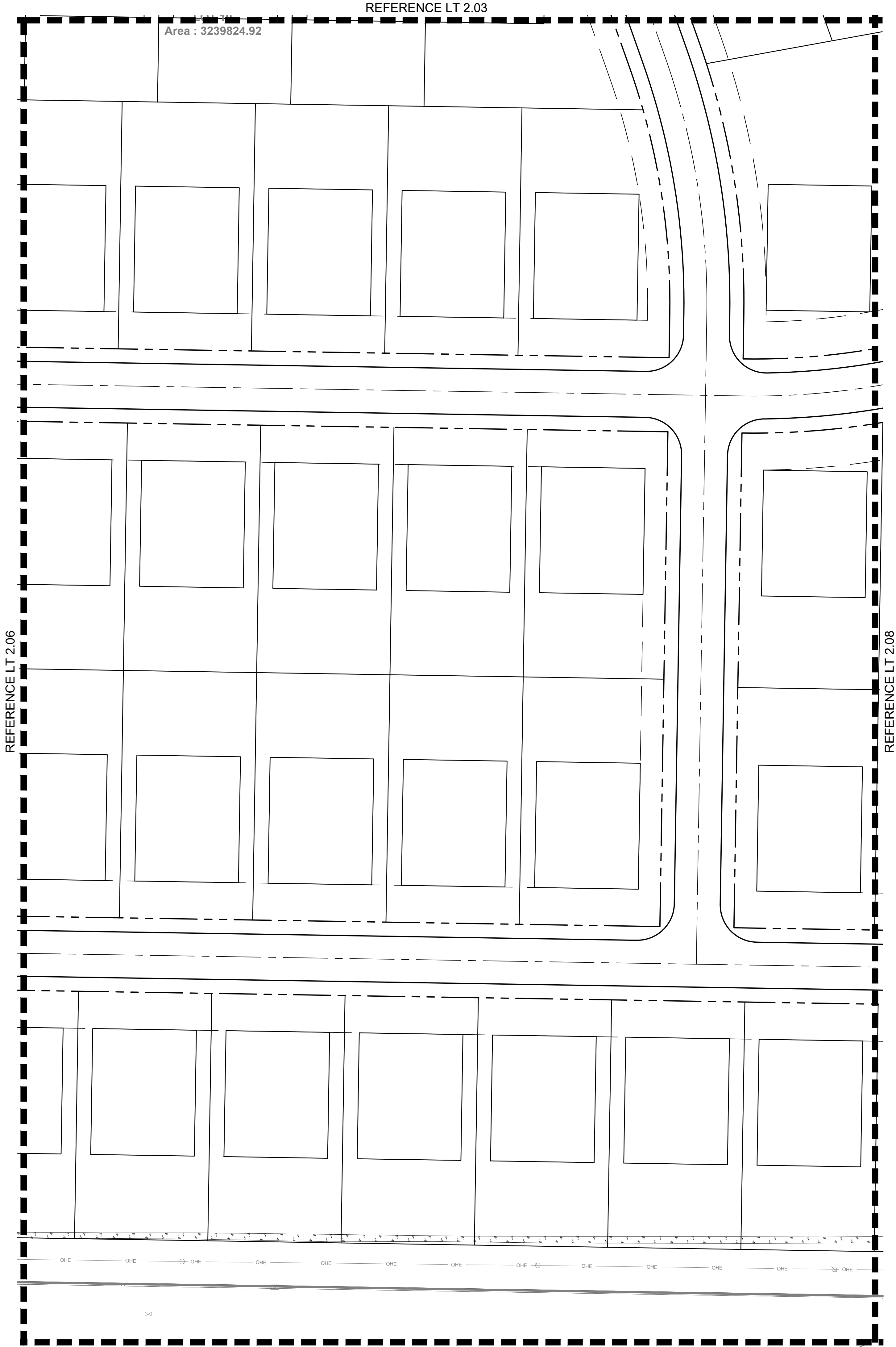
DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	LT 2.06
MER	MER	MER	AS SHOWN	10/25/2021	PROJECT NUMBER	

PLOTTED BY KATON, ANASANTHA W/25:01:45 PM
DRAWN NAME K3R/CVT/06025004/LISD SPINKS ROAD/LANDSCAPE/DESIGN/001 PERMIT CODE/PLANSHEET/2.01.DWG/[LT 2.06]
LAST SAVED 10/25/2021 3:00 PM

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.

PLOTTED BY KATON, ANASANTHA K 10/25/2021 4:05 PM
 DWGNAME: K:\R\ CIVIL\06625004\LISD SPINKS ROAD\LANDSCAPE\DESIGN\00 PERMIT CODE\LANDSCAPE\LT 2.01.DWG[LT 2.07]
 LAST SAVED: 10/25/2021 3:00 PM

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.



TREE PRESERVATION ENLARGEMENT
FOR
LISD SPINKS ROAD
132 RESIDENTIAL LOTS / 4 OPEN SPACES
BEING 74.376 ACRES
OUT OF THE
JOHN WHITE SURVEY, ABSTRACT NO. 1341
IN THE
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

OWNER:
Lewisville Independent School District
1665 W. Main Street
Lewisville, Texas 75067
Tel: (469) 713-5200

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

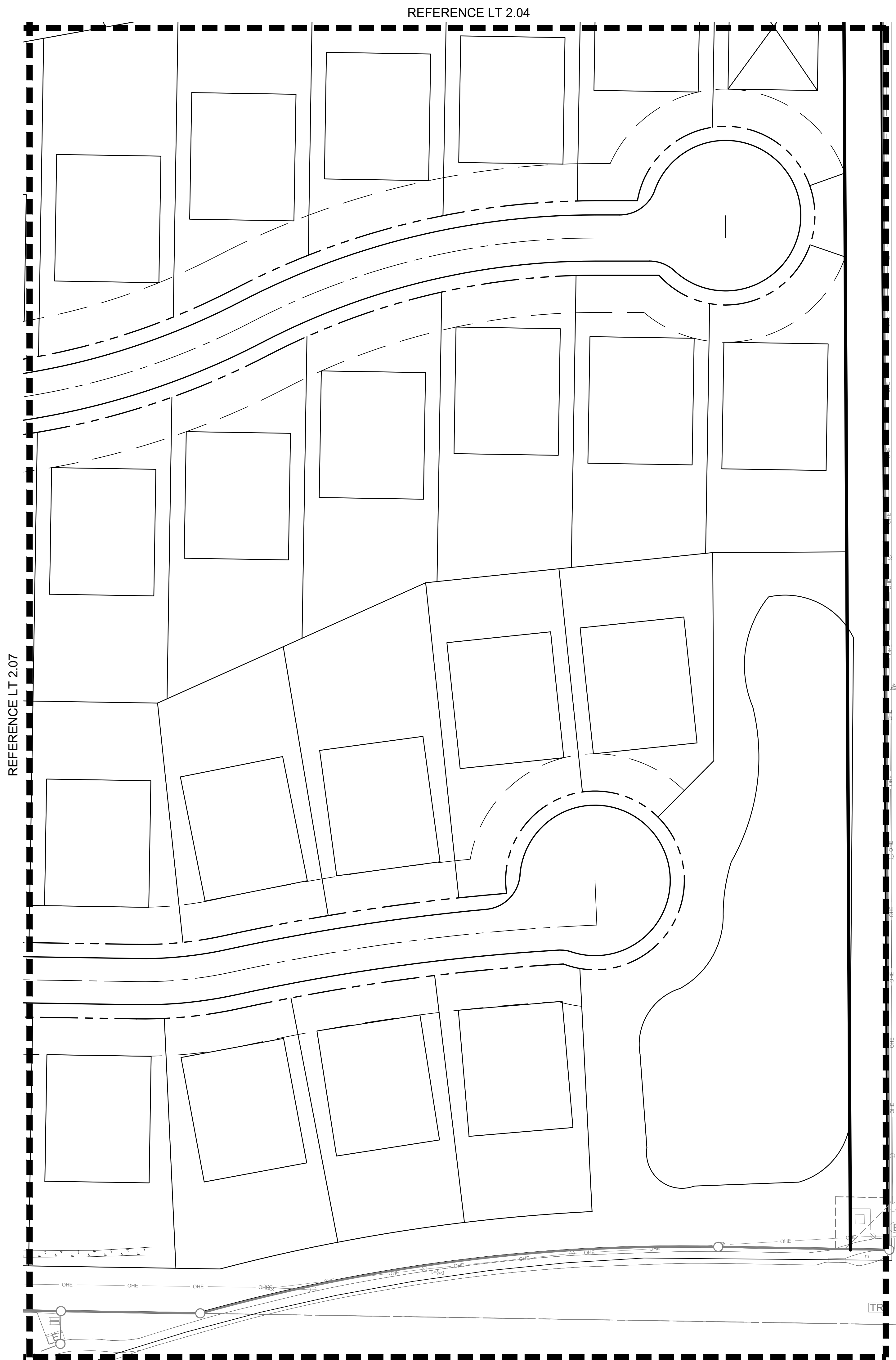
LANDSCAPE ARCHITECT:
Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, TX 75034
Tel: (972) 335-3580
Contact: Marie Robirds, PLA

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	LT 2.07
MER	MER	MER	AS SHOWN	10/25/2021	PROJECT NUMBER	

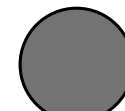


EATON, SAMANTHA 10/25/2021 3:02 PM
K:\FRL\CIVIL\068625019\LSD SPINKS ROAD\LANDSCAPE\DESIGN\01 PERMIT-CODE\PLANS\HETLT 2.01.DWG [J.T.208]
10/25/2021 3:00 PM

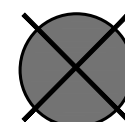
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kinney-Horn and Associates, Inc. shall be without liability to Kinney-Horn and Associates, Inc.



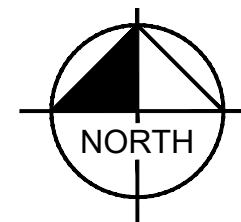
LEGEND



TREE TO REMAIN



TREE TO BE REMOVED



GRAPHIC SCALE IN FEET

A horizontal scale bar with four segments. The first segment (0 to 20) is white, the second (20 to 40) is black, the third (40 to 60) is white, and the fourth (60 to 80) is black. The numbers 0, 20, 40, and 80 are placed above the bar at their respective positions.

10/25/2021

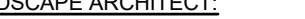
TREE PRESERVATION ENLARGEMENT
 FOR

LISD SPINKS ROAD

132 RESIDENTIAL LOTS / 4 OPEN SPACES
BEING 74.376 ACRES

OUT OF THE
JOHN WHITE SURVEY, ABSTRACT NO. 1341
IN THE

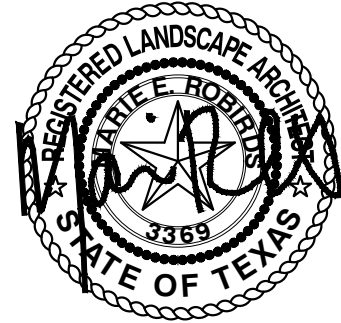
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

OWNER: Lewisville Independent School District 1565 W. Main Street Lewisville, Texas 75067 Tel: (469) 713-5200			DEVELOPER: Tilt Brothers Inc. 2555 SW Grapevine Pkwy Grapevine, TX 76051 Tel: (817) 329-7793 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 2.08	
MER	MER	MER	AS SHOWN	10/25/2021	PROJECT NUMBER			

ROUTED BY: R022021 04:41 AM
DRAWN NAME: KJFR CIVIL06025004LSD SPINKS ROADLANDSCAPEDESIGN001 PERMIT CODEPLANSHEET.LT 3.0.DWG[LT.3.0]
LAST SAVED: 10/22/2021 9:53 AM

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.

TAG#	DBH	COMMON NAME	SCIENTIFIC NAME	DISPOSITION	TRUNK TYPE	STATUS	PROTECTED	REMOVE/ REMAIN	CREDIT	REPLACEMENT REQUIREMENT
2521	7	cedar elm	Ulmus crassifolia	Healthy	Multi		YES	REMOVE		(1) 2.5" - 3" cal. tree
2522	6	cedar elm	Ulmus crassifolia	Healthy	Single		YES	REMOVE		(1) 2.5" - 3" cal. tree
2523	6	cedar elm	Ulmus crassifolia	Healthy	Single		YES	REMOVE		(1) 2.5" - 3" cal. tree
2524	7	cedar elm	Ulmus crassifolia	Healthy	Single		YES	REMOVE		(1) 2.5" - 3" cal. tree
2525	6	cedar elm	Ulmus crassifolia	Healthy	Single		YES	REMOVE		(1) 2.5" - 3" cal. tree
2526	7	cedar elm	Ulmus crassifolia	Healthy	Single		YES	REMOVE		(1) 2.5" - 3" cal. tree
2527	6	cedar elm	Ulmus crassifolia	Healthy	Forked		YES	REMOVE		(1) 2.5" - 3" cal. tree
2528	6	cedar elm	Ulmus crassifolia	Healthy	Single		YES	REMOVE		(1) 2.5" - 3" cal. tree
2529	6	cedar elm	Ulmus crassifolia	Healthy	Single		YES	REMOVE		(1) 2.5" - 3" cal. tree
2530	22	post oak	Quercus stellata	Healthy	Multi	FORKED	YES	REMOVE		N/A - in TXDOT R.O.W.
2531	6	cedar elm	Ulmus crassifolia	Healthy	Single		YES	REMOVE		(1) 2.5" - 3" cal. tree
2532	7	cedar elm	Ulmus crassifolia	Healthy	Single		YES	REMOVE		(1) 2.5" - 3" cal. tree
2533	6	cedar elm	Ulmus crassifolia	Healthy	Single		YES	REMOVE		(1) 2.5" - 3" cal. tree
2534	6	cedar elm	Ulmus crassifolia	Healthy	Single		YES	REMOVE		(1) 2.5" - 3" cal. tree
2535	6	cedar elm	Ulmus crassifolia	Healthy	Single		YES	REMOVE		(1) 2.5" - 3" cal. tree
2536	8	cedar elm	Ulmus crassifolia	Healthy	Forked		YES	REMOVE		(1) 2.5" - 3" cal. tree
2537	23	post oak	Quercus stellata	Hazard	Multi	SPECIMEN	YES	REMOVE		N/A - Declining Condition
2538	8	green ash	Fraxinus pennsylvanica	Healthy	Single		YES	REMOVE		(1) 2.5" - 3" cal. tree
2539	6	green ash	Fraxinus pennsylvanica	Healthy	Single		YES	REMOVE		(1) 2.5" - 3" cal. tree
2540	17	post oak	Quercus stellata	Healthy	Single		YES	REMOVE		(1) 2.5" - 3" cal. tree
2541	6	cedar elm	Ulmus crassifolia	Healthy	Single		YES	REMOVE		(1) 2.5" - 3" cal. tree
2542	6	cedar elm	Ulmus crassifolia	Healthy	Single		YES	REMOVE		(1) 2.5" - 3" cal. tree
2543	15	post oak	Quercus stellata	Declining	Single		YES	REMOVE		N/A - Declining Condition
2544	7	cedar elm	Ulmus crassifolia	Healthy	Single		YES	REMOVE		(1) 2.5" - 3" cal. tree
2545	10	green ash	Fraxinus pennsylvanica	Healthy	Single		YES	REMOVE		(1) 2.5" - 3" cal. tree
2546	6	cedar elm	Ulmus crassifolia	Healthy	Single		YES	REMOVE		(1) 2.5" - 3" cal. tree
2547	7	green ash	Fraxinus pennsylvanica	Healthy	Single		YES	REMOVE		(1) 2.5" - 3" cal. tree
2548	11	gum bumelia	Sideroxylon lanuginosum	Healthy	Multi		YES	REMOVE		(1) 2.5" - 3" cal. tree
2549	9	cedar elm	Ulmus crassifolia	Healthy	Single		YES	REMOVE		(1) 2.5" - 3" cal. tree
2550	6	cedar elm	Ulmus crassifolia	Healthy	Forked		YES	REMOVE		(1) 2.5" - 3" cal. tree
2551	6	cedar elm	Ulmus crassifolia	Healthy	Forked		YES	REMOVE		(1) 2.5" - 3" cal. tree
2552	8	mexican plum	Prunus mexicana	Healthy	Multi		YES	REMOVE		(1) 2.5" - 3" cal. tree
2553	7	gum bumelia	Sideroxylon lanuginosum	Healthy	Multi		YES	REMOVE		(1) 2.5" - 3" cal. tree
2554	6	cedar elm	Ulmus crassifolia	Healthy	Forked		YES	REMOVE		(1) 2.5" - 3" cal. tree
2555	7	cedar elm	Ulmus crassifolia	Healthy	Forked		YES	REMOVE		(1) 2.5" - 3" cal. tree
2556	7	cedar elm	Ulmus crassifolia	Healthy	Forked		YES	REMOVE		(1) 2.5" - 3" cal. tree
2557	7	cedar elm	Ulmus crassifolia	Healthy	Forked		YES	REMOVE		(1) 2.5" - 3" cal. tree
2558	6	cedar elm	Ulmus crassifolia	Healthy	Forked		YES	REMOVE		(1) 2.5" - 3" cal. tree
2559	6	cedar elm	Ulmus crassifolia	Healthy	Multi		YES	REMOVE		(1) 2.5" - 3" cal. tree
2560	6	cedar elm	Ulmus crassifolia	Healthy	Single		YES	REMOVE		(1) 2.5" - 3" cal. tree
2561	8	cedar elm	Ulmus crassifolia	Healthy	Multi		YES	REMOVE		(1) 2.5" - 3" cal. tree
2562	8	cedar elm	Ulmus crassifolia	Healthy	Forked		YES	REMOVE		(1) 2.5" - 3" cal. tree
2563	6	pecan	Carya illinoensis	Healthy	Single		YES	REMOVE		(1) 2.5" - 3" cal. tree
2564	9	cedar elm	Ulmus crassifolia	Healthy	Forked		YES	REMOVE		(1) 2.5" - 3" cal. tree
2565	6	cedar elm	Ulmus crassifolia	Healthy	Single		YES	REMOVE		(1) 2.5" - 3" cal. tree
2566	7	cedar elm	Ulmus crassifolia	Healthy	Single		YES	REMOVE		(1) 2.5" - 3" cal. tree
2567	6	cedar elm	Ulmus crassifolia	Healthy	Forked		YES	REMOVE		(1) 2.5" - 3" cal. tree
2568	6	gum bumelia	Sideroxylon lanuginosum	Healthy	Multi		YES	REMOVE		(1) 2.5" - 3" cal. tree
2569	7	cedar elm	Ulmus crassifolia	Healthy	Single		YES	REMOVE		(1) 2.5" - 3" cal. tree
2570	6	gum bumelia	Sideroxylon lanuginosum	Healthy	Forked		NO	REMOVE		N/A - not protected tree
2571	6	cedar elm	Ulmus crassifolia	Healthy	Forked		YES	REMOVE		(1) 2.5" - 3" cal. tree
2572	6	cedar elm	Ulmus crassifolia	Healthy	Forked		YES	REMOVE		(1) 2.5" - 3" cal. tree
2573	7	cedar elm	Ulmus crassifolia	Healthy	Forked		YES	REMOVE		(1) 2.5" - 3" cal. tree
2574	6	cedar elm	Ulmus crassifolia	Healthy	Forked		YES	REMOVE		(1) 2.5" - 3" cal. tree
2575	6	cedar elm	Ulmus crassifolia	Healthy	Forked		YES	REMOVE		(1) 2.5" - 3" cal. tree
Kimley-Horn red tree tag series: 1922-1950; 2214-2575. Trees measuring 6-inches or larger at DBH were tagged, in accordance with the Town of Flower Mound Tree Ordinance.										
5767	20	cedar elm	Ulmus crassifolia	Healthy	Multi	SPECIMEN	YES	REMAIN	4	
5768	27	post oak	Quercus stellata	Healthy	Forked	SPECIMEN	YES	REMAIN		
5769	25	post oak	Quercus stellata	Declining	Forked	SPECIMEN	YES	REMOVE		N/A - Declining Condition
5770	26	post oak	Quercus stellata	Healthy	Single	SPECIMEN	YES	REMAIN		
5771	19	post oak	Quercus stellata	Healthy	Single	SPECIMEN	YES	REMAIN		
5772	25	post oak	Quercus stellata	Healthy	Forked	SPECIMEN	YES	REMAIN		
5773	32	post oak	Quercus stellata	Healthy	Multi	SPECIMEN	YES	REMAIN		
5774	32	post oak	Quercus stellata	Healthy	Single	SPECIMEN	YES	REMAIN		
5775A	15	cedar elm	Ulmus crassifolia	Declining	Forked		YES	REMOVE		N/A - Declining Condition
5775B	11	cedar elm	Ulmus crassifolia	Healthy	Forked		YES	REMOVE		(1) 2.5" - 3" cal. tree
5776	26	post oak	Quercus stellata	Healthy	Forked		YES	REMOVE		N/A - in TXDOT R.O.W.
5777A	10	post oak	Quercus stellata	Healthy	Multi		YES	REMAIN		
5777B	13	post oak	Quercus stellata	Healthy	Multi		YES	REMAIN		
5778	29	post oak	Quercus stellata	Healthy	Multi		YES	REMOVE		N/A - in TXDOT R.O.W.
5779	25	post oak	Quercus stellata	Healthy	Forked	SPECIMEN	YES	REMAIN		
- Kimley-Horn red tree tag series: 5767-5779										
- Specimen trees were tagged according to the Flower Mound Tree Preservation Ordinance*										
* Specimen trees are defined as any tree listed in the town's small protected tree list that measures 13-inches or more at DBH, medium protected tree list that measures 19-inches or more at DBH, or large protected tree list that measures 25-inches or more										



10/22/2021

TREE INVENTORY FOR LISD SPINKS ROAD 132 RESIDENTIAL LOTS / 4 OPEN SPACES BEING 74.376 ACRES OUT OF THE JOHN WHITE SURVEY, ABSTRACT NO. 1341 IN THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS									
OWNER: Lewisville Independent School District 1665 W. Main Street Lewisville, Texas 75067 Tel: (499) 713-5200			DEVELOPER: Toll Brothers 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 Robbids, PLA			
DESIGNED MER	DRAWN MER	CHECKED MER	SCALE AS SHOWN	DATE 10/22/2021	KH PROJECT NO. PROJECT NUMBER	LT 3.03			



TOWN COUNCIL AGENDA ITEM NO. 15

REGULAR ITEM

DATE: November 15, 2021

FROM: Claire Barnes, Planner

ITEM: Consider a request for a Development Plan (DP21-0001 – Estuary Pointe) to develop a residential subdivision. The property is generally located south of Meadow Lark and east of Deer Path. *(The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its November 8, 2021, meeting.)*



SUMMARY DATA:

- Size – 39.54 acres
- Proposed Density – 27 buildable lots for density of 0.68 units per acre
- SMARTGrowth – Passed, zoning approved in 2002.
- Traffic Analysis – Passed, based on the TA, traffic generated is not anticipated to exceed the 5% threshold.
- Exceptions – None requested.
- Incentives – N/A

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

ATTACHMENTS:

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

LEGAL REVIEW: N/A

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



TOWN COUNCIL AGENDA ITEM NO. 16

REGULAR ITEM

DATE: November 15, 2021

FROM: Poornima Kashyap, Principal Planner

ITEM: Public Hearing to consider an ordinance amending the zoning (Z21-0003- Dixon Park) from Agricultural District (A) uses to Single-Family District-15 (SF-15) uses. The property is generally located south of Dixon Lane and east of Windridge Lane. (*The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its November 8, 2021 meeting.*)



SUMMARY DATA:

- Size – 26.967 acres
- Proposed Zoning – SF-15 (Single-Family District – 15, minimum 15,000 sf lots)
- Proposed Density – Low Density Residential, as designated in the Master Plan
- SMARTGrowth – Passed
- Traffic Analysis – Passed
- Exceptions – None requested
- Incentives – N/A

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. After the P&Z meeting, the applicant provided a revised Zoning Exhibit sheet reflecting the corrected acreage in the project title block from 27.5 acres to 26.967 acres.

ATTACHMENTS:

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

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

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

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, "LAND DEVELOPMENT REGULATIONS," OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 26.967 ACRES OF LAND SITUATED IN THE EDWIN MARSH SURVEY, ABSTRACT NUMBER 834, FROM AGRICULTURAL DISTRICT (A) USES TO SINGLE FAMILY RESIDENTIAL DISTRICT-15 (SF-15) 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; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as 26.967 acres of land situated in the Edwin Marsh Survey, Abstract No. 834, Town of Flower Mound, Denton County, Texas, have filed an application to change the zoning from Agricultural District (A) uses to Single Family Residential District-15 (SF-15) uses; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on November 8, 2021, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on November 15, 2021, 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:

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:

26.967 acres of land situated in the Edwin Marsh Survey, Abstract No. 834, Town of Flower Mound, Denton County, Texas, and more fully described in Exhibit "A" hereto.

Single Family Residential District-15 (SF-15) 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.

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 15TH DAY OF NOVEMBER 2021.

APPROVED:

Derek France, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**

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.

PROJECT NO. 210015
DIXON/SMARTT TRACT
29.967 ACRES



BEING A TRACT OF LAND LOCATED IN THE EDWIN MARSH SURVEY, ABSTRACT NO.834, TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS AND BEING ALL OF LOTS 1 AND 2 OF DIXON ESTATES, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET L, SLIDE 287, PLAT RECORDS, DENTON COUNTY, TEXAS (P.R.D.C.T.) AND BEING ALL OF A TRACT OF LAND DESCRIBED IN DEED TO JAMES AND REBECCA SMARTT REVOCABLE TRUST, RECORDED IN INSTRUMENT NO. 2020-45967, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS (O.P.R.D.C.T.) AND BEING A PART OF A TRACT OF LAND DESCRIBED IN DEED TO JAMES R. SMARTT AND WIFE, REBECCA SMARTT, RECORDED IN INSTRUMENT NO. 2010-57463, O.P.R.D.C.T. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET IN THE SOUTH RIGHT-OF-WAY LINE OF DIXON LANE, A VARIABLE WIDTH RIGHT-OF-WAY, AND THE WEST LINE OF LAKEMONT ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET R, SLIDE 327, P.R.D.C.T. AT THE NORTHEAST CORNER OF SAID LOT 2;

THENCE SOUTH 00°28'35" EAST, LEAVING SAID SOUTH RIGHT-OF-WAY LINE AND ALONG THE COMMON LINE OF SAID DIXON ESTATES AND SAID LAKEMONT ADDITION, PASSING AT A DISTANCE OF 24.26 FEET A 1/2-INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF LOT 2 OF SAID LAKEMONT ADDITION, AND CONTINUING FOR A TOTAL DISTANCE OF 2,065.59 FEET TO A 1/2-INCH IRON ROD FOUND IN THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN DEED TO JOHN W. LEININGER AND SHARON L. LEININGER, RECORDED IN INSTRUMENT NO. 2013-128919, O.P.R.D.C.T. AT THE SOUTH COMMON CORNER OF SAID DIXON ESTATES AND SAID LAKEMONT ADDITION;

THENCE NORTH 89°54'34" WEST, ALONG THE SOUTH LINE OF SAID DIXON ESTATES, A DISTANCE OF 35.56 FEET TO A 1/2-INCH IRON ROD WITH A CAP (ILLEGIBLE) FOUND AT THE NORTH COMMON CORNER OF SAID SMARTT REVOCABLE TRUST TRACT AND SAID LEININGER TRACT;

THENCE SOUTH 00°19'00" EAST, ALONG THE COMMON LINE OF SAID SMARTT REVOCABLE TRUST TRACT AND SAID LEININGER TRACT, PASSING A 1/2-INCH IRON PIPE FOUND AT A DISTANCE OF 506.72 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 536.74 FEET TO A MAG NAIL SET IN WAKETON ROAD, A VARIABLE WIDTH RIGHT-OF-WAY, AT THE SOUTH COMMON CORNER OF SAID SMARTT REVOCABLE TRUST TRACT AND SAID LEININGER TRACT;

THENCE NORTH 89°50'09" WEST, ALONG SAID WAKETON ROAD AND THE SOUTH LINE OF SAID SMARTT TRACTS, A DISTANCE OF 232.26 FEET TO A MAG NAIL SET AT THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO MAKAYA, LLC, RECORDED IN INSTRUMENT NO. 2013-122104, O.P.R.D.C.T., FROM WHICH A 1/2-INCH IRON ROD FOUND IN THE WEST LINE OF SAID MAKAYA TRACT AT THE SOUTHEAST CORNER OF LOT 1, BLOCK A OF WEBER ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET R, SLIDE 230, P.R.D.C.T. BEARS NORTH 81°10'39" WEST, A DISTANCE OF 199.28 FEET;

THENCE NORTH 00°04'44" WEST, LEAVING SAID WAKETON ROAD AND ALONG THE EAST LINE OF SAID MAKAYA TRACT, A DISTANCE OF 536.43 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET IN THE SOUTH LINE OF SAID DIXON ESTATES AT THE NORTHEAST CORNER OF SAID MAKAYA TRACT;

THENCE NORTH 89°54'34" WEST, ALONG THE SOUTH LINE OF SAID DIXON ESTATES, A DISTANCE OF 242.42 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET AT THE SOUTH COMMON CORNER OF SAID DIXON ESTATES AND WINDRIDGE ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET E, SLIDE 74, P.R.D.C.T., FROM WHICH AN AXLE FOUND BEARS SOUTH 07°24'09" EAST, A DISTANCE OF 0.62 FEET;

THENCE NORTH 00°37'05" WEST, ALONG THE EAST LINE OF SAID WINDRIDGE ADDITION, A DISTANCE OF 757.24 FEET TO A 1/2-INCH IRON ROD FOUND AT THE SOUTH EAST CORNER OF JERRY THRELKELD ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET B, SLIDE 53, P.R.D.C.T.;



THENCE NORTH 00°23'42" WEST, A DISTANCE OF 296.97 FEET TO A 1/2-INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID JERRY THRELKELD ADDITION AND THE SOUTHEAST CORNER OF LOT 4R, BLOCK A OF THE REPLAT OF LOT 4R, BLOCK A OF WINDRIDGE ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET I, SLIDE 205, P.R.D.C.T.;

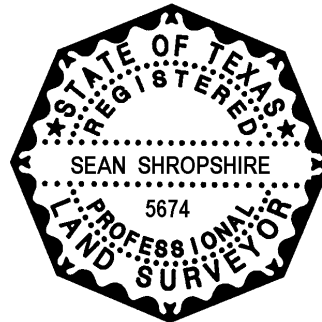
THENCE NORTH 00°23'20" WEST, ALONG THE EAST LINE OF SAID WINDRIDGE ADDITION, A DISTANCE OF 1,009.32 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET IN SAID SOUTH RIGHT-OF-WAY LINE OF DIXON LANE AND THE EAST LINE OF LOT 1R, BLOCK A OF THE REPLAT LOT 1, BLOCK A AND LOT 1, BLOCK B, WINDRIDGE ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET H, SLIDE 31, P.R.D.C.T. AT THE NORTHWEST CORNER OF SAID LOT 1 OF DIXON ESTATES;

THENCE NORTH 89°51'27" EAST, LEAVING THE EAST LINE OF SAID WINDRIDGE ADDITION AND ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 507.90 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,174,679 SQUARE FEET OR 26.967 ACRES OF LAND, MORE OR LESS.

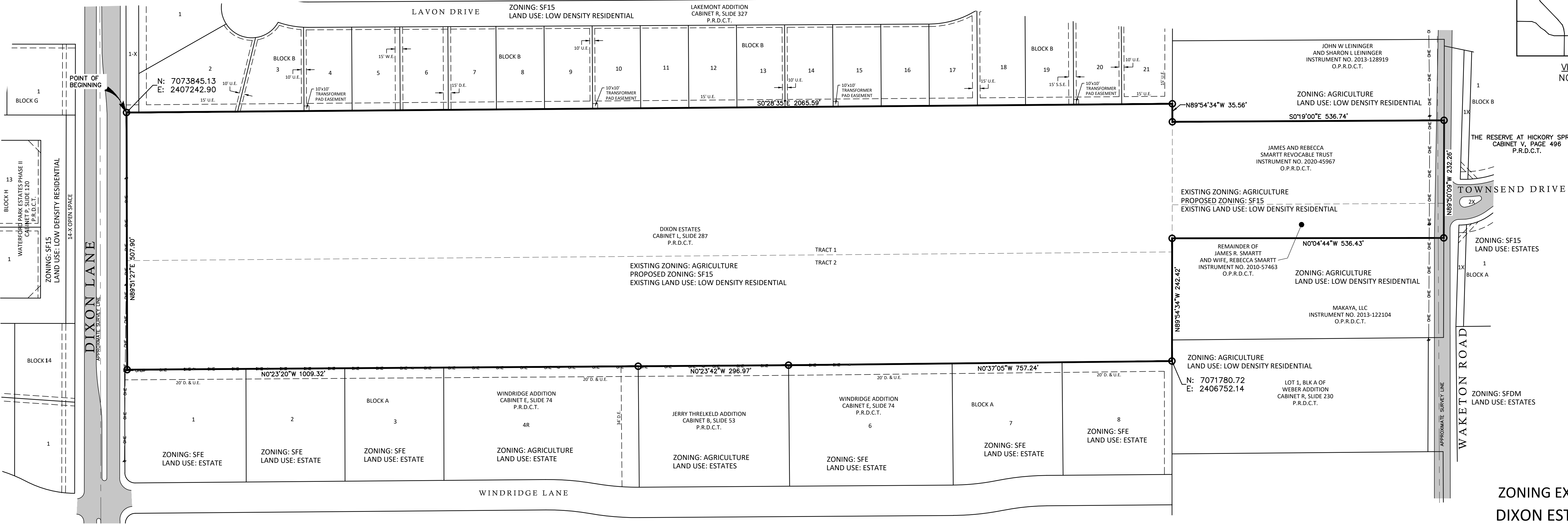
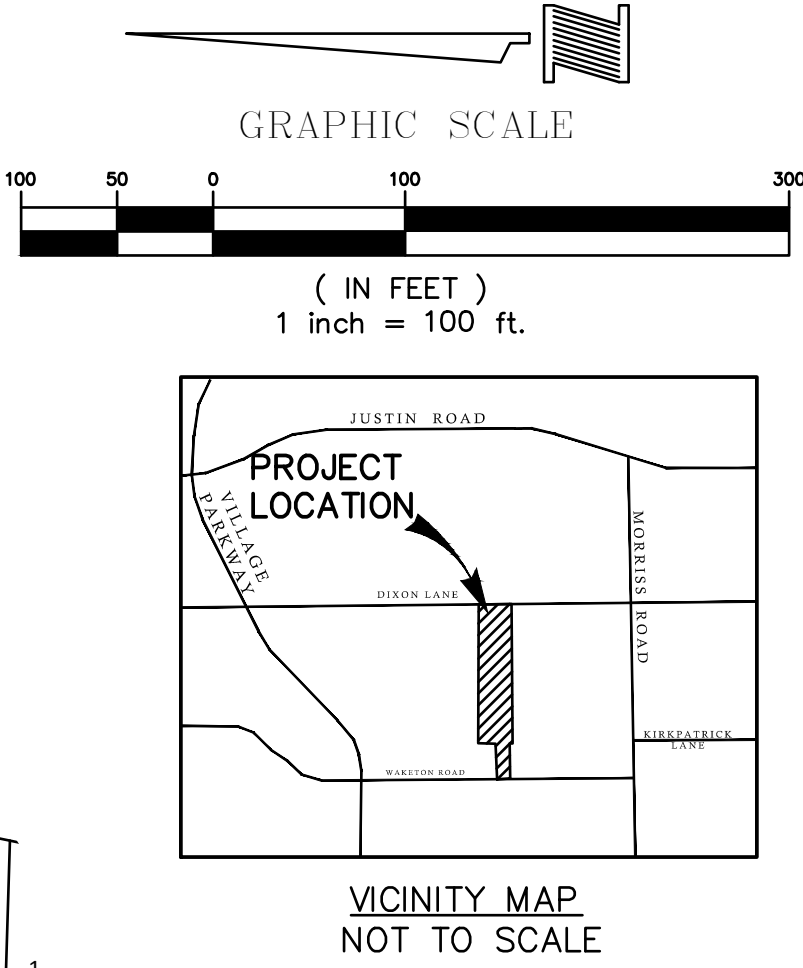
BASIS OF BEARINGS IS THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH CENTRAL ZONE (4202) AS DERIVED FROM GPS OBSERVATIONS. ALL AREAS AND DISTANCES ARE SURFACE MEASUREMENTS.

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

SEAN SHROPSHIRE
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5674
 TBPELS FIRM REGISTRATION NO. 10194367
 MAY 6, 2021



ZONING DATA TABLE: SF-15		
MIN. LOT SIZE	15,000 SQ.FT	15,000 SQ.FT
MIN. LOT WIDTH	80'	80'
MIN. AREA/UNIT	1,800 SQ.FT	1,800 SQ.FT
MIN. FRONT YARD	25'	25'
MIN. SIDE YARD	12'	12'
MIN. REAR YARD	30'	30'
MAX. LOT COVERAGE	35%	35%
MAX. HEIGHT (STORIES/FT)	3 STORIES OR 35'	3 STORIES OR 35'



- LEGEND**
- D.E. DRAINAGE EASEMENT
 - S.S.E. SANITARY SEWER EASEMENT
 - U.E. UTILITY EASEMENT
 - ROW RIGHT OF WAY
 - R.C.P REINFORCED CONCRETE PIPE
 - OHE OVERHEAD ELECTRICAL

MASTER PLAN FEATURES	
LAND USE PLAN	LOW DENSITY RESIDENTIAL
URBAN DESIGN PLAN	LOW DENSITY RESIDENTIAL
PARKS AND TRAILS	DIXON - EXISTING MULTI-USE GENERAL WAKETON - PROPOSED MULTI-USE GENERAL
OPEN SPACE PLAN	N/A
THOROUGHFARE PLAN	DIXON - URBAN MINOR ARTERIAL WAKETON - URBAN COLLECTOR
WATER PLAN	EXISTING WATERLINES IN DIXON AND WAKETON
WASTEWATER PLAN	EXISTING 12" MAIN IN WAKETON. EXISTING 8" IN LAKEMONT ADDITION
ECONOMIC IMPACT PLAN	N/A

BENCHMARKS

BENCHMARK #7 ALUMINUM CAP STAMPED "TOWN OF FLOWER MOUND" SET
MONUMENT IS A 2" DIAMETER DOMED ALUMINUM CAP STAMPED "TOWN OF FLOWER MOUND" SET IN THE SOUTHWEST CORNER OF A CONCRETE CURB INLET ON THE WEST SIDE OF TIMBER TRAIL DRIVE, JUST NORTH OF COLLEGE PARKWAY.
ELEVATION = 588.14

BENCHMARK #52 ALUMINUM CAP STAMPED "TOWN OF FLOWER MOUND" SET
MONUMENT IS A 2" DIAMETER DOMED ALUMINUM CAP STAMPED "TOWN OF FLOWER MOUND" SET IN THE SOUTHEAST CORNER OF A CONCRETE CURB INLET ON THE WEST SIDE OF THE INTERSECTION OF CALISTO WAY AND YEDDO PATH, 700.00 FEET NORTH OF KIRKPATRICK LANE.
ELEVATION = 611.94

PROJECT NO. 210015
DIXON/SMARTT TRACT
26.967 ACRES

BEING A TRACT OF LAND LOCATED IN THE EDWIN MARSH SURVEY, ABSTRACT NO. 834, TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS AND BEING ALL OF LOTS 1 AND 2 OF DIXON ESTATES, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET L, SLIDE 207, PLAT RECORDS, DENTON COUNTY, TEXAS (P.R.D.C.T.) AND BEING ALL OF A TRACT OF LAND DESCRIBED IN DEED TO JAMES R. SMARTT AND WIFE, REBECCA SMARTT, RECORDED IN INSTRUMENT NO. 2010-57463, O.P.R.D.C.T. AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK A AND LOT 1, BLOCK B, WINDRIDGE ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET R, SLIDE 230, P.R.D.C.T. BEARS NORTH 81°10'39" WEST, A DISTANCE OF 199.28 FEET.

BEGINNING AT A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET IN THE SOUTH RIGHT-OF-WAY LINE OF DIXON LANE, A VARIABLE WIDTH RIGHT-OF-WAY, AND THE WEST LINE OF LAKEMONT ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET R, SLIDE 327, P.R.D.C.T. AT THE NORTHEAST CORNER OF SAID LOT 2;

THENCE SOUTH 00°28'35" EAST, LEAVING SAID SOUTH RIGHT-OF-WAY LINE AND ALONG THE COMMON LINE OF SAID DIXON ESTATES AND SAID LAKEMONT ADDITION, PASSING AT A DISTANCE OF 24.26 FEET TO A 1/2-INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF LOT 2 OF SAID LAKEMONT ADDITION, AND CONTINUING FOR A TOTAL DISTANCE OF 2,065.59 FEET TO A 1/2-INCH IRON ROD FOUND IN THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN DEED TO JOHN W. LEININGER AND SHARON L. LEININGER, RECORDED IN INSTRUMENT NO. 2013-128919, O.P.R.D.C.T. AT THE SOUTH COMMON CORNER OF SAID DIXON ESTATES AND SAID LAKEMONT ADDITION;

THENCE NORTH 89°54'34" WEST, ALONG THE SOUTH LINE OF SAID DIXON ESTATES, A DISTANCE OF 35.56 FEET TO A 1/2-INCH IRON ROD WITH A CAP (ILLEGIBLE) FOUND AT THE NORTH COMMON CORNER OF SAID SMARTT REVOCABLE TRUST TRACT AND SAID LEININGER TRACT;

THENCE SOUTH 00°19'00" EAST, ALONG THE COMMON LINE OF SAID SMARTT REVOCABLE TRUST TRACT AND SAID LEININGER TRACT, PASSING A 1/2-INCH IRON PIPE FOUND AT A DISTANCE OF 506.72 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 536.74 FEET TO A MAG NAIL SET IN WAKETON ROAD, A VARIABLE WIDTH RIGHT-OF-WAY, AT THE SOUTH COMMON CORNER OF SAID SMARTT REVOCABLE TRUST TRACT AND SAID LEININGER TRACT;

THENCE NORTH 89°50'09" WEST, ALONG SAID WAKETON ROAD AND THE SOUTH LINE OF SAID SMARTT TRACTS, A DISTANCE OF 232.26 FEET TO A MAG NAIL SET AT THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO MAKAYA, LLC, RECORDED IN INSTRUMENT NO. 2013-122104, O.P.R.D.C.T., FROM WHICH A 1/2-INCH IRON ROD FOUND IN THE WEST LINE OF SAID MAKAYA TRACT AT THE SOUTHEAST CORNER OF LOT 1, BLOCK A OF WEBER ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET R, SLIDE 230, P.R.D.C.T. BEARS NORTH 81°10'39" WEST, A DISTANCE OF 199.28 FEET;

THENCE NORTH 00°04'44" WEST, LEAVING SAID WAKETON ROAD AND ALONG THE EAST LINE OF SAID MAKAYA TRACT, A DISTANCE OF 536.43 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET IN THE SOUTH LINE OF SAID DIXON ESTATES AT THE NORTHEAST CORNER OF SAID MAKAYA TRACT;

THENCE NORTH 89°54'34" WEST, ALONG THE SOUTH LINE OF SAID DIXON ESTATES, A DISTANCE OF 242.42 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET AT THE SOUTH COMMON CORNER OF SAID DIXON ESTATES AND WINDRIDGE ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET E, SLIDE 74, P.R.D.C.T., FROM WHICH AN AXLE FOUND BEARS SOUTH 07°14'09" EAST, A DISTANCE OF 0.62 FEET;

THENCE NORTH 00°37'05" WEST, ALONG THE EAST LINE OF SAID WINDRIDGE ADDITION, A DISTANCE OF 757.24 FEET TO A 1/2-INCH IRON ROD FOUND AT THE SOUTH EAST CORNER OF JERRY THRELKELD ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET B, SLIDE 53, P.R.D.C.T.;

THENCE NORTH 00°23'42" WEST, A DISTANCE OF 296.97 FEET TO A 1/2-INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID JERRY THRELKELD ADDITION AND THE SOUTHEAST CORNER OF LOT 4R, BLOCK A OF THE REPLAT OF LOT 4R, BLOCK A OF WINDRIDGE ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET I, SLIDE 205, P.R.D.C.T.;

THENCE NORTH 00°23'20" WEST, ALONG THE EAST LINE OF SAID WINDRIDGE ADDITION, A DISTANCE OF 1,009.32 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET IN SAID SOUTH RIGHT-OF-WAY LINE OF DIXON LANE AND THE EAST LINE OF LOT 1R, BLOCK A OF THE REPLAT LOT 1, BLOCK A AND LOT 1, BLOCK B, WINDRIDGE ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET H, SLIDE 31, P.R.D.C.T. AT THE NORTHWEST CORNER OF SAID LOT 1 OF DIXON ESTATES;

THENCE NORTH 89°51'27" EAST, LEAVING THE EAST LINE OF SAID WINDRIDGE ADDITION AND ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 507.90 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,174,679 SQUARE FEET OR 26.967 ACRES OF LAND, MORE OR LESS.

BASIS OF BEARINGS IS THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH CENTRAL ZONE (4202) AS DERIVED FROM GPS OBSERVATIONS. ALL AREAS AND DISTANCES ARE SURFACE MEASUREMENTS.

ZONING EXHIBIT

DIXON ESTATES

26.967 ACRES
51 RESIDENTIAL LOTS
4 HOA LOTS

OCTOBER 2021 SCALE: 1" = 100'

EDWIN MARSH SURVEY, ABSTRACT NO. 834
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

OWNER
PHILIP J. KENNEMER TRUSTEE OF THE OLIN E.
DIXON GENEVA DIXON REVOCABLE TRUST U/A
155 STONEHEDGE PL
MONTGOMERY, TEXAS 77316

OWNER
JAMES R. & REBECCA SMARTT
REVOCABLE TRUST
2500 WAKETON ROAD
FLOWER MOUND TEXAS 75028

DEVELOPER
TOLL SOUTHWEST LLC
2555 SW GRAPPEINE PARKWAY SUITE 100
GRAPEVINE, TEXAS 76051
OFFICE: (817) 329-7973
FAX: (817)251-7309
CONTACT: MANNY RIOS

SURVEYOR
AXIS SURVEYING
1510 W. JEFFERSON ST. SUITE B
WAXAHACHIE, TEXAS 75168
PHONE: (214) 903-8200
CONTACT: SEAN SHORPSHIRE

ENGINEER / PLANNER



DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
CONTACT: AARON HUNSAKER



TOWN COUNCIL AGENDA ITEM NO. 17

REGULAR ITEM

DATE: November 15, 2021

FROM: Poornima Kashyap, Principal Planner

ITEM: Consider a request for a Development Plan (DP21-0004 – Dixon Park) to develop a residential subdivision. The property is generally located south of Dixon Lane and east of Windridge Lane. *(The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its November 8, 2021 meeting.)*



SUMMARY DATA:

- Size – 26.967 acres
- Proposed Density – 51 Buildable Lots for density of 1.89 units per acre
- SMARTGrowth – Passed
- Traffic Analysis – Passed, based on the TA, traffic generated is not anticipated to exceed the 5% threshold.
- Exceptions – None requested
- Incentives – N/A

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. During deliberation, P&Z discussed drainage and fencing along common property lines between the proposed and existing residential developments.

After the P&Z meeting, the applicant provided a revised Development Plan sheet reflecting the corrected acreage in the project title block from 27.5 acres to 26.967.

ATTACHMENTS:

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

LEGAL REVIEW: N/A

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



TOWN COUNCIL AGENDA ITEM NO. 18

REGULAR ITEM

DATE: November 15, 2021

FROM: James Hoefert, Environmental Review Analyst

ITEM: **Public Hearing to consider an application for a tree removal permit (TRP21-0026) for fourteen (14) specimen trees on property proposed for development as Dixon Park. The property is generally located west of Morriss Road and south of Dixon Lane. (The Environmental Conservation Commission motion to approve the requested tree removal permit failed by a vote of 1 – 5, at its November 2, 2021, meeting.)**

BACKGROUND INFORMATION: The Dixon Park residential development is generally located west of Morriss Road and south of Dixon Lane. The site is currently zoned for Agricultural (A) uses and master planned for Low Density Residential. The applicant is requesting to rezone the site to Single Family District-15 (SF-15) uses. According to the tree survey for the project, the site contains seventeen (17) specimen trees. The applicant is requesting to remove fourteen (14) of the specimen trees. The specimen trees proposed for removal are in good to fair condition and located within the proposed buildable area.

The following is a list of the fourteen (14) specimen trees being requested for removal: Tree #6509 – 27” pecan; Tree #6510 – 28” pecan (fair condition); Tree #6516 – 29” pecan; Tree #6517 – 26” post oak; Tree #6520 – 31” pecan (fair condition); Tree #6527 – 25” pecan (fair condition); Tree #6532 – 27” pecan (fair condition); Tree #6546 – 28” pecan (fair condition); Tree #6547 – 29” pecan (fair condition); Tree #6549 – 25” pecan; Tree #6550 – 30” pecan; Tree #6573 – 33” American elm (fair condition); Tree #6575 – 19” blackjack oak; and Tree #6600 – 22” 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 size, 759” of replacement trees, equaling 253 three-inch caliper trees, will be required for the fourteen (14) 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 existing protected and specimen trees on the site, so there will be credits available for the preservation of those trees. Mitigation may be accomplished by paying the applicable fee, planting mitigation trees, or through a combination of planting trees and paying the required fee.

BOARD REVIEW/CITIZEN FEEDBACK: This application was considered by the Environmental Conservation Commission (ECC) at its November 2, 2021, meeting. The ECC motion to approve the requested removal of thirteen (13) specimen trees failed (Tree #6516 was excluded). The ECC meeting can be viewed at: [November 2, 2021 Environmental Conservation Commission - Flower Mound, TX \(swagit.com\)](https://www.swagit.com/Agenda/November-2-2021-Environmental-Conservation-Commission-Flower-Mound-TX)

As of November 4, 2021, staff has not received feedback related to this item.

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

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

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

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



**DOWDEY, ANDERSON
& ASSOCIATES, INC.**
CIVIL ENGINEERS

5225 Village Creek Drive
Suite 200
Plano, Texas 75093
972-931-0694
972-931-9538 Fax

September 7, 2021

James Hoefert
Environmental Review Analyst
Town Of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

RE: Dixon Park (DAA No.: 20033)
LOI for Tree Removal Permit
Cc: Mike Boswell

Dear Mr. Hoefert,

On behalf of our client, Toll Brothers, please accept this letter as our Letter of Intent to describe and explain the requested application for Tree Removal Permit.

For the development of this property, we are proposing to remove 14 specimen trees for the following reasons:

1. Tree located in proposed right-of-way: #6575
2. Tree located in Dixon Lane landscape buffer: #6516. We are attempting to save this tree but must mark it as removed at this point.
3. Trees located in proposed buildable area: #6509, #6510, #6517, #6520, #6527, #6532, #6546, #6547, #6549, #6550, #6573 & #6600

A photograph of each tree to be removed is also attached with this Tree Removal Permit.

Please contact me should you have any questions regarding this request.

Sincerely,

A handwritten signature in black ink, appearing to read "Aaron Hunsaker", with a long, sweeping horizontal line extending to the right.

Aaron Hunsaker



Town of Flower Mound Environmental Services

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

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

TREE REMOVAL PERMIT

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

Check one: X Protected Tree X Specimen Tree ___ Historic Tree

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

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

Name:

Paul Cozzolino, PLA 2825

Address:

P.O. Box 38415 Dallas, TX 75238

Phone:

972.855.8705

Applicant's Legal Interest in the Property:

Landscape Architect on the Consult team for the Property Owner

2. Property Owner(s)

Name(s): Philip J. Kennemer Trustee of the Olin E. Dixon Geneva Dixon Revocable Trust U/A

Address: 155 Stonehedge Pl. Montgomery, TX 77316

Owner #2: James R. & Rebecca Smartt Revocable Trust

2500 Waketon Road Flower Mound, TX 75028

3. Location and Legal Description of Property:

Dixon EST BLK A Lot 1 & 2

AO 834A Edwin Marsh TR 12 & 12A

Page 2 of 3.

4. Owner's Authorization of Representation

I, _____, the owner of the above described real property, do hereby authorize Paul Cozzolino 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.

Please see included Letters of Authorization. Per Jimmy Hoefert at the Town of Flower Mound, he said that these could be included in lieu of having the application signed.

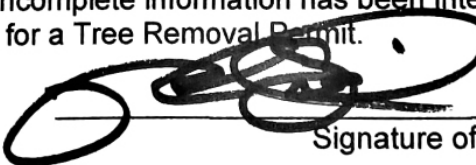
Signature of Owner

Given Under My Hand and Seal of Office
This the ___ Day of _____, 20__

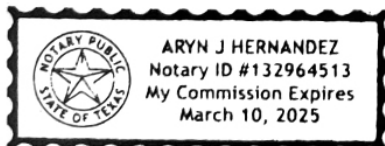
Notary Public
In and For _____ County, Texas.

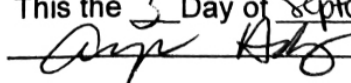
5. Applicants Affidavit- Note: Applicant must be an ISA certified arborist, certified forester, or a registered landscape architect.

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


Signature of Applicant

Landscape Architect License No. 2825
State of Licensure Texas
Or ISA Certified Arborist No. _____
Or Certified Forester No. _____



Given Under My Hand and Seal of Office
This the 3 Day of September, 2021

Notary Public
In and For Dallas County, Texas

6. Received by Town of Flower Mound on (Date) 9/14/2021 by
(initials) JRH.

Letter of Authorization

Dixon Tract ~24.12 Acres

I, Phillip J. Kennemer, acting as Trustee, do hereby authorize the following individuals and organizations to act on behalf of Olin E. Dixon & Geneva Dixon Revocable Trust, regarding the Zoning, Development Plan, Platting and Engineering of a 24.12-acre tract of land located at 2555 Dixon Lane, Flower Mound, TX 75028.

Dowdey, Anderson & Associates, Inc.
5225 Village Creek Dr., Suite 200
Plano, Texas 75093
(972) 931-0694

Toll Brothers, Inc.
2555 SW Grapevine Pkwy. Ste. 100
Grapevine, Texas 76051
(817) 329-8770

Michael Dowdey, P.E.
Aaron Hunsaker
Thomas Moss, P.E.

Mike Boswell, Toll Brothers
Manolo Rios, Toll Brothers
Ron Robbins, Toll Brothers

AUTHORIZED BY:

By: 

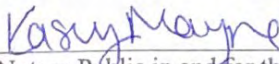
Name: Phillip J. Kennemer

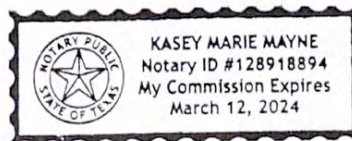
Title: Trustee of the Olin E. Dixon & Geneva Dixon Revocable Trust
established July 5, 1995, and restated on January 16, 2006 and
November 7, 2020

STATE OF TEXAS §
COUNTY OF Montgomery §

BEFORE me the undersigned, a Notary Public, on this day personally appeared Phillip J. Kennemer, acting as Trustee of the Olin E. Dixon & Geneva Dixon Revocable Trust established July 5, 1995, and restated on January 16, 2006 and November 7, 2020, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4th day of May, 2021.


Notary Public in and for the State of Texas



Letter of Authorization

Smartt Tract ~2.67 Acres

I, James Randy Smartt, acting as Trustee, do hereby authorize the following individuals and organizations to act on behalf of the James Randy & Rebecca Lee Smartt Revocable Trust, regarding the Zoning, Development Plan, Platting and Engineering of a 2.67-acre tract of land located at 2500 Waketon Road, Flower Mound, TX 75028.

Dowdey, Anderson & Associates, Inc.
5225 Village Creek Dr., Suite 200
Plano, Texas 75093
(972) 931-0694

Toll Brothers, Inc.
2555 SW Grapevine Pkwy. Ste. 100
Grapevine, Texas 76051
(817) 329-8770

Michael Dowdey, P.E.
Aaron Hunsaker
Thomas Moss, P.E.

Mike Boswell, Toll Brothers
Manolo Rios, Toll Brothers
Ron Robbins, Toll Brothers

AUTHORIZED BY:

By: James Randy Smartt

Name: James Randy Smartt

Title: Trustee of the James Randy & Rebecca Lee Smartt Revocable Trust

STATE OF TEXAS §
 §
COUNTY OF Cooke §

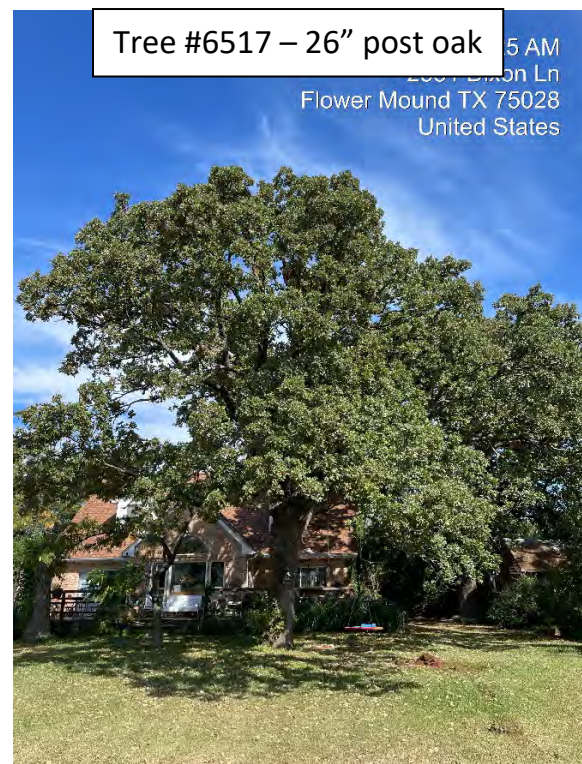
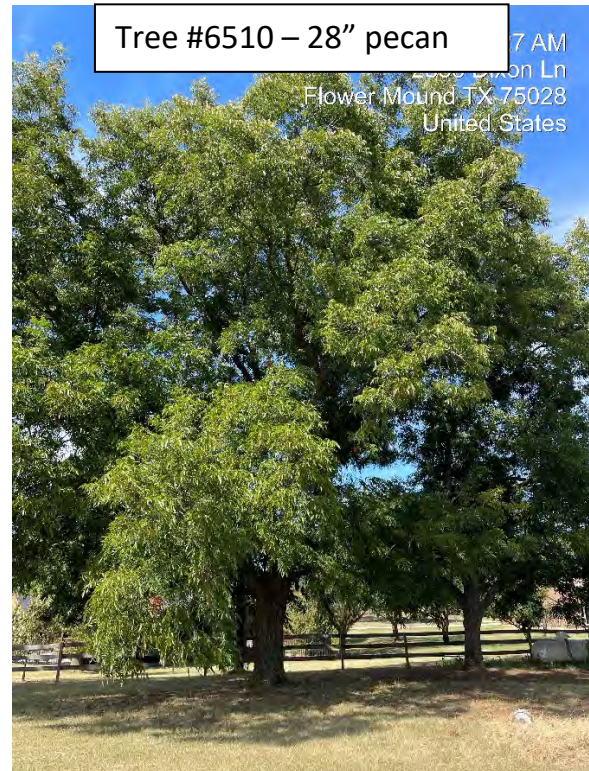
BEFORE me the undersigned, a Notary Public, on this day personally appeared James Randy Smartt, acting as Trustee of the James Randy & Rebecca Lee Smartt Revocable Trust, known to me to be the person whose name is subscribed to the foregoing instrument, and both acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

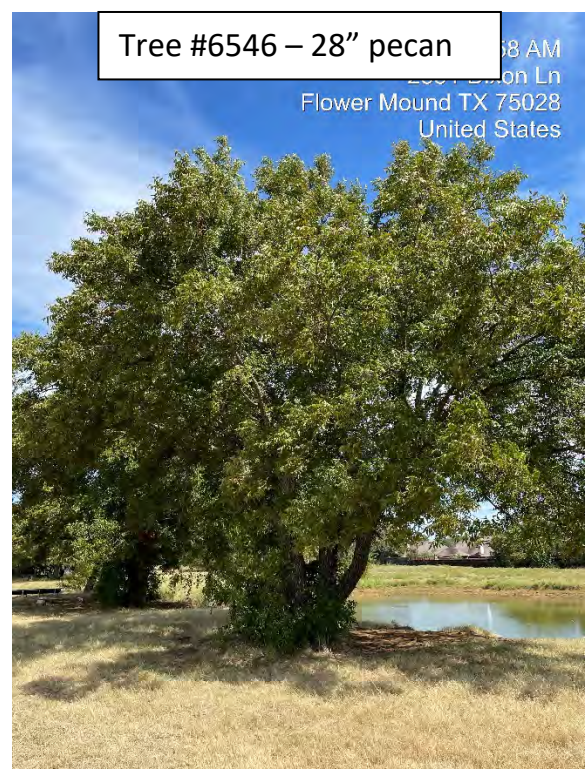
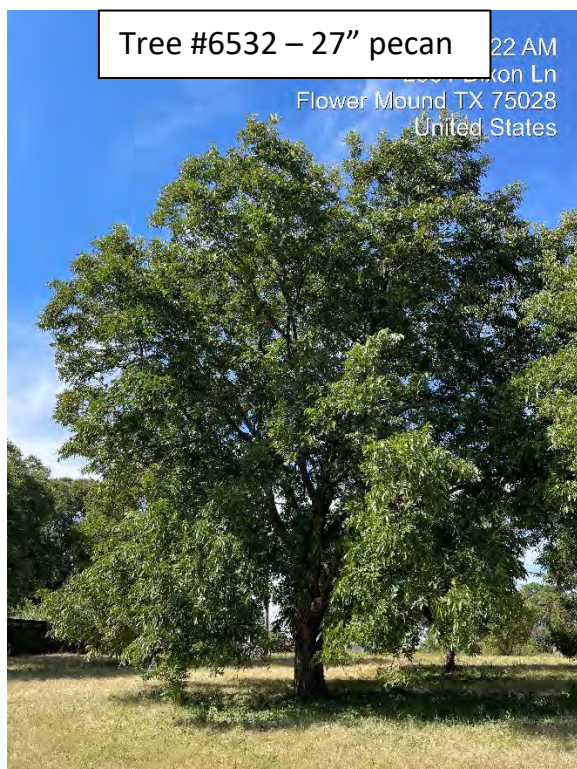
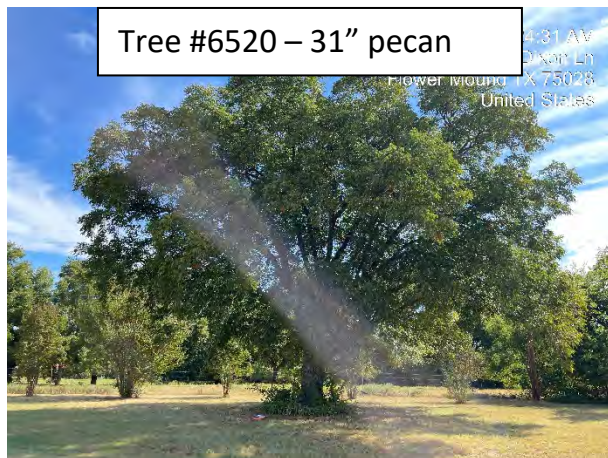
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4 day of May, 2021.

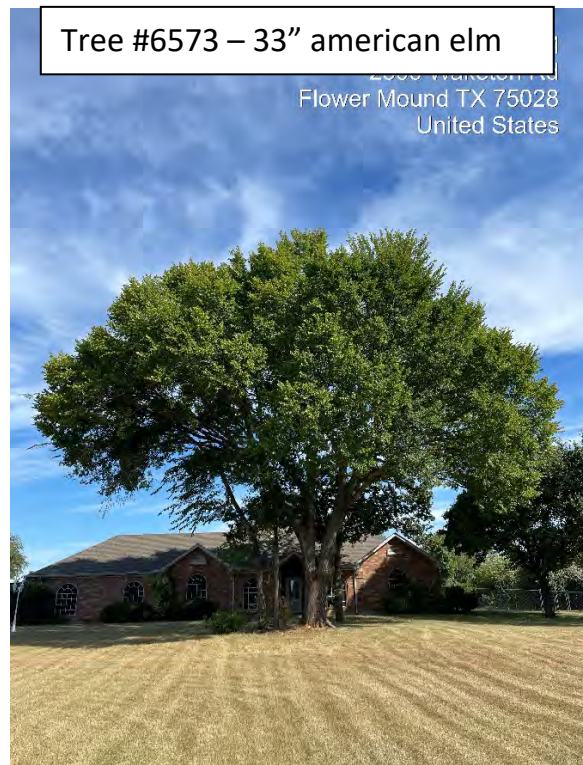
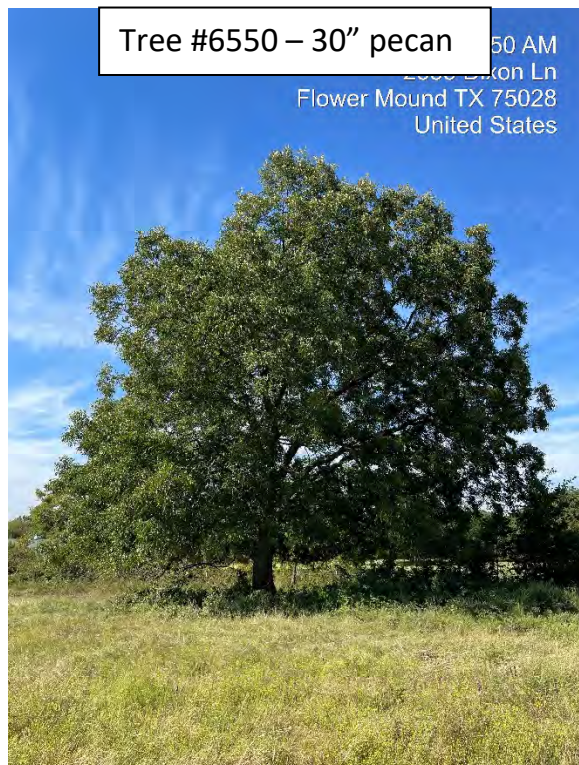
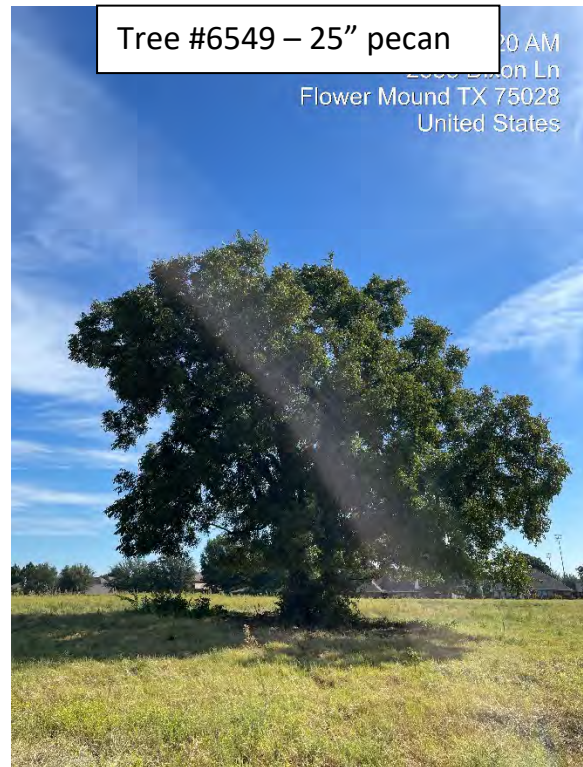
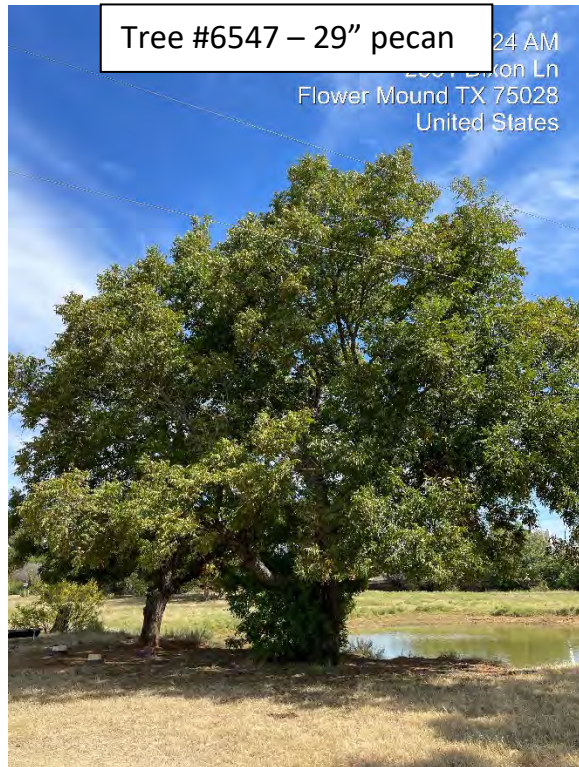
Hannah Hoagland
Notary Public in and for the State of Texas

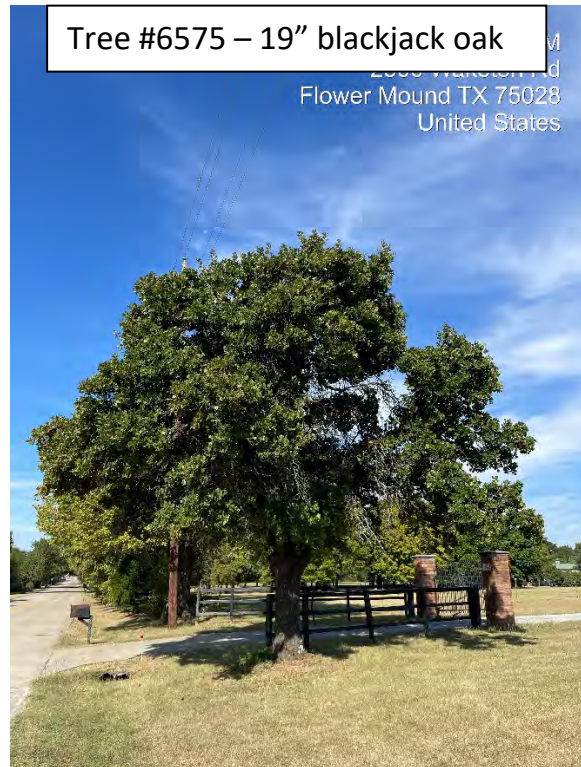


Dixon Park -
Specimen trees proposed for removal











landscape architecture
PO Box 38415
Dallas, Texas 75238
972.855.8705



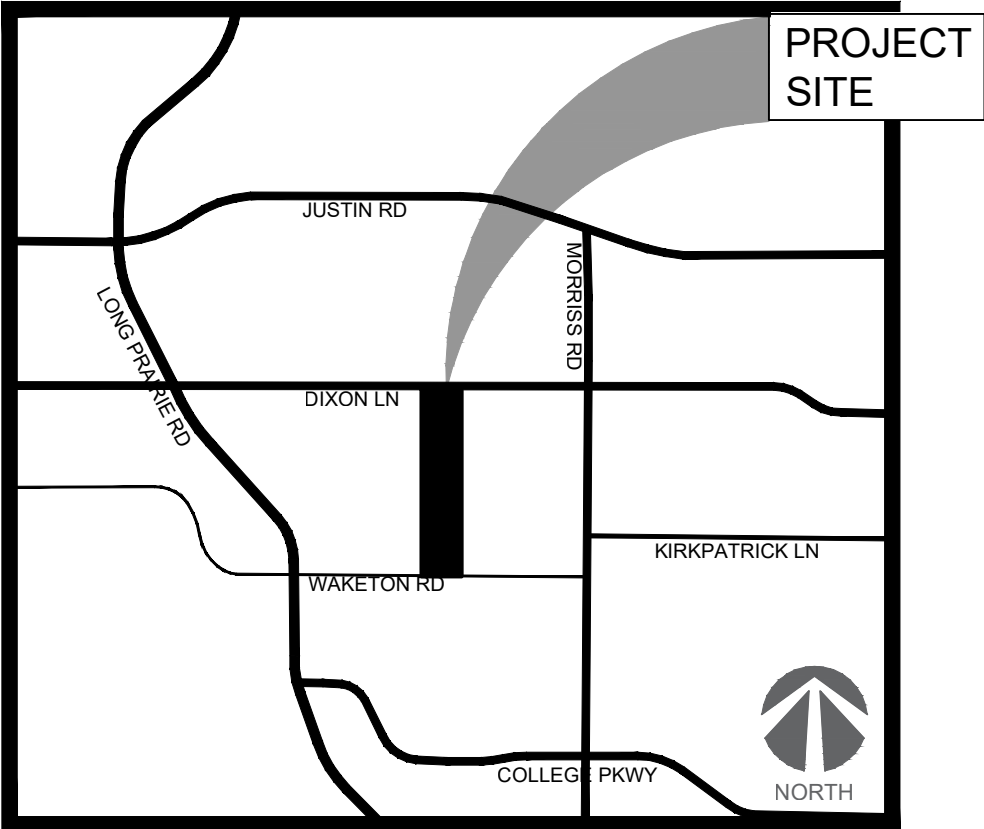
client
Toll Southwest LLC
Mike Boswell
2555 SW Grapevine Parkway,
Suite 100
Grapevine, TX 76051

DIXON TRACT
TOWN OF FLOWER MOUND
DENTON COUNTY, TX

issue	05.10.2021 City Submittal
	07.12.2021 City Submittal
	09.27.2021 City Submittal
revisions	

title
Tree Survey & Preservation Plan
project number 210002
date 09/27/2021
sheet

T-1.00



VICINITY MAP N.T.S.

TREE MITIGATION

- (A) TOTAL # OF PROTECTED SPECIMEN TREES ON SITE: 17
- (B) TOTAL # OF PROTECTED TREES ON SITE: 45
- (C) TOTAL NUMBER OF PROTECTED SPECIMEN TREES REMOVED: 14
- (D) TOTAL NUMBER OF PROTECTED TREES REMOVED: 32 (x3 = 96")
- (E) CREDITS FOR PROTECTED TREES TO REMAIN: 19 (x3 = 57")
- (F) TOTAL MITIGATION REQUIRED FOR REMOVED SPECIMEN TREES: 758"
- (G) TOTAL MITIGATION REQUIRED: (D) 96" + (F) 758" - (E) 57" = 797"

*Ref. Sheet LC-3.01 for Tree Mitigation Summary

NOTES:

TREES 6 INCHES AND GREATER AT HEIGHT SPECIFIED BY TOWN OF FLOWER MOUND ORDINANCE WERE TAGGED.

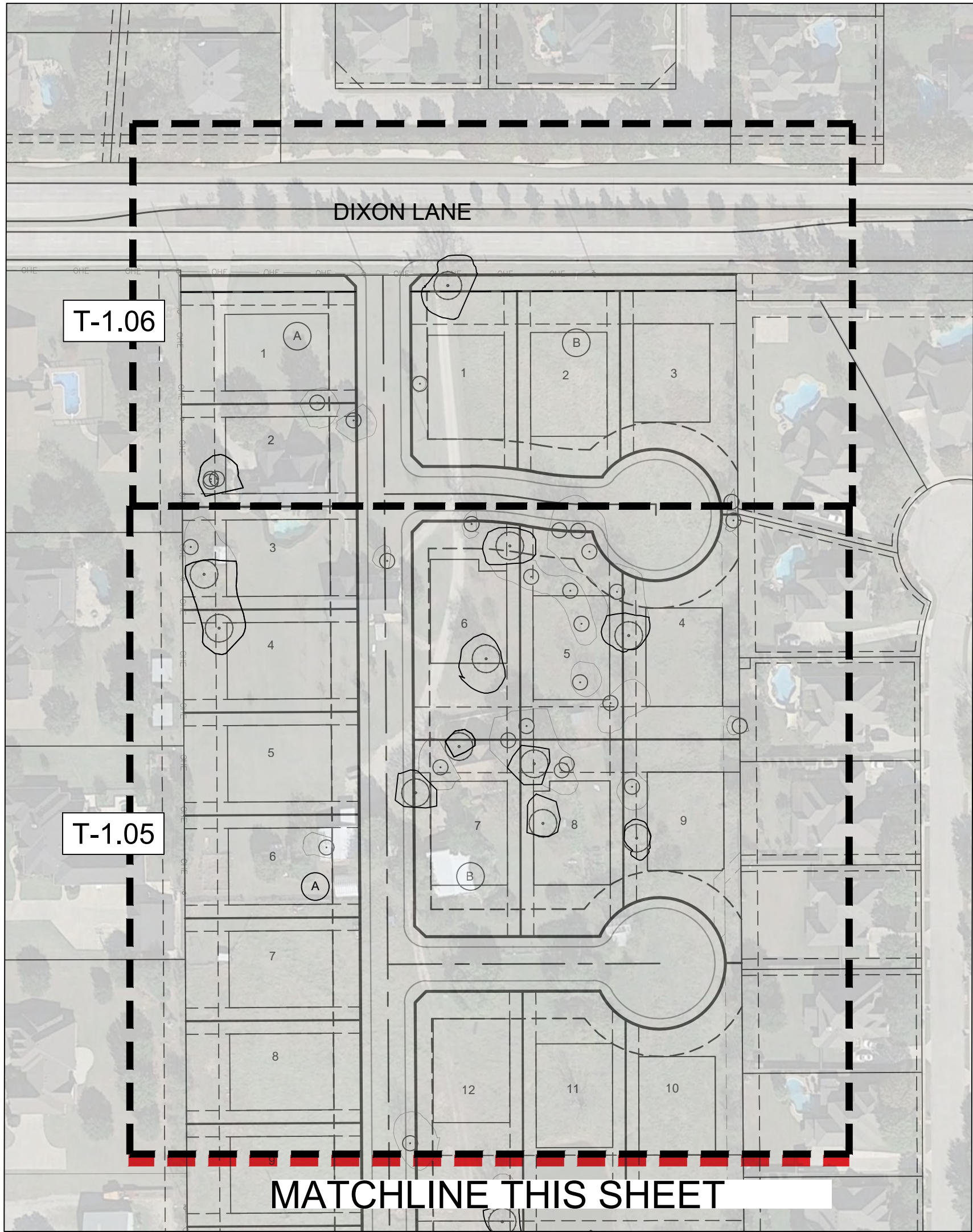
ALL TREES SHOWN TO REMAIN ARE TO BE PROTECTED FROM DAMAGE. STORAGE OF MATERIALS OR EQUIPMENT, CLEARING OF EQUIPMENT, EQUIPMENT WASH OUT OR ANY OTHER ACTION WHICH MAY CAUSE ADVERSE AFFECT ON THE EXISTING OR FUTURE PLANTING ARE PROHIBITED.

ALL DECLINING, HAZARDOUS, AND TREES IN POOR HEALTH ARE TO BE REMOVED. CONTRACTOR TO REVIEW TREES WITH ARBORIST PRIOR TO REMOVAL.

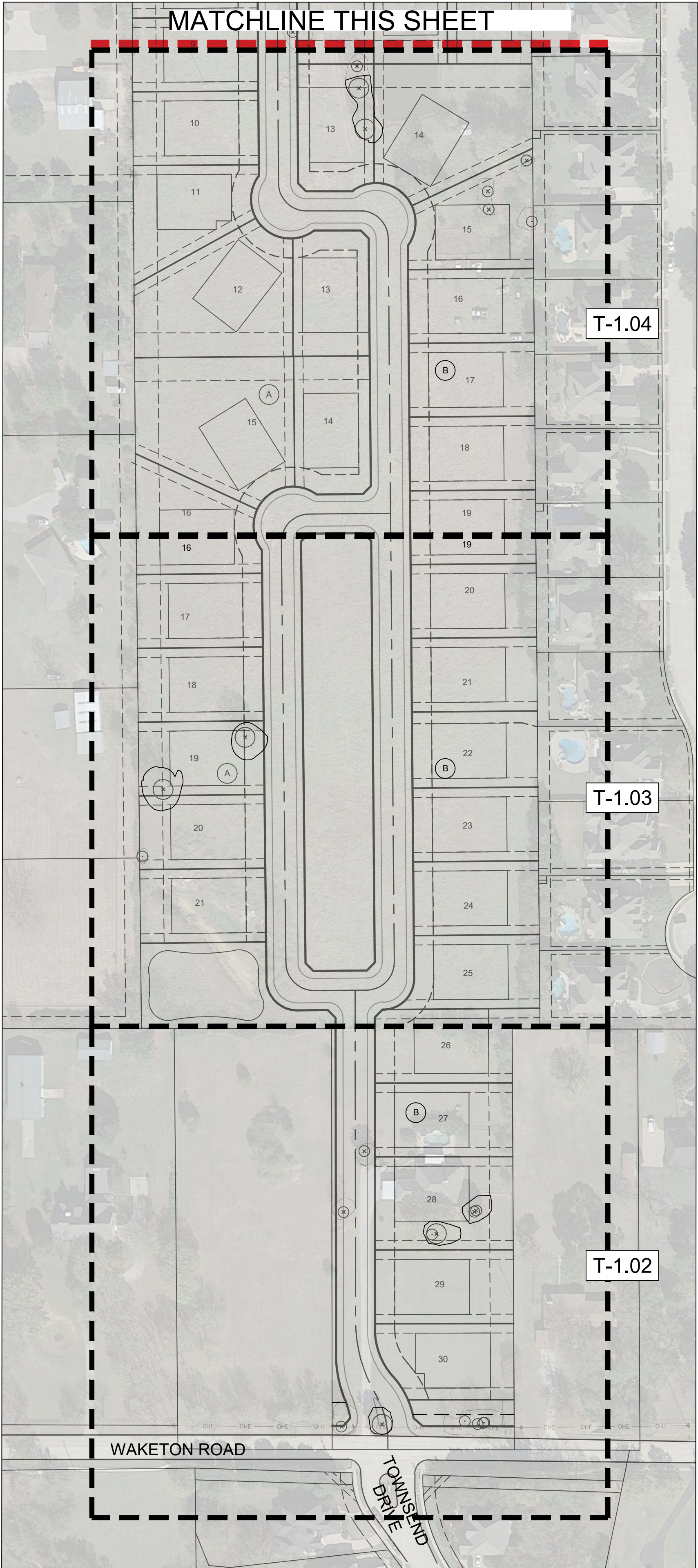
NO WORK MAY COMMENCE PRIOR TO THE INSTALLATION AND INSPECTION OF TREE PROTECTION. INSPECTION TO BE PERFORMED BY THE TOWN OF FLOWER MOUND'S ENVIRONMENTAL SERVICES DEPT.

ALL TREE CANOPY AREAS ARE APPROXIMATE AND ARE BASED ON THE BEST INFORMATION AVAILABLE.

NO PROTECTED OR SPECIMEN TREES ARE LOCATED WITHIN 20' OF PROPOSED BORING LOCATIONS OR ACCESS PATH.

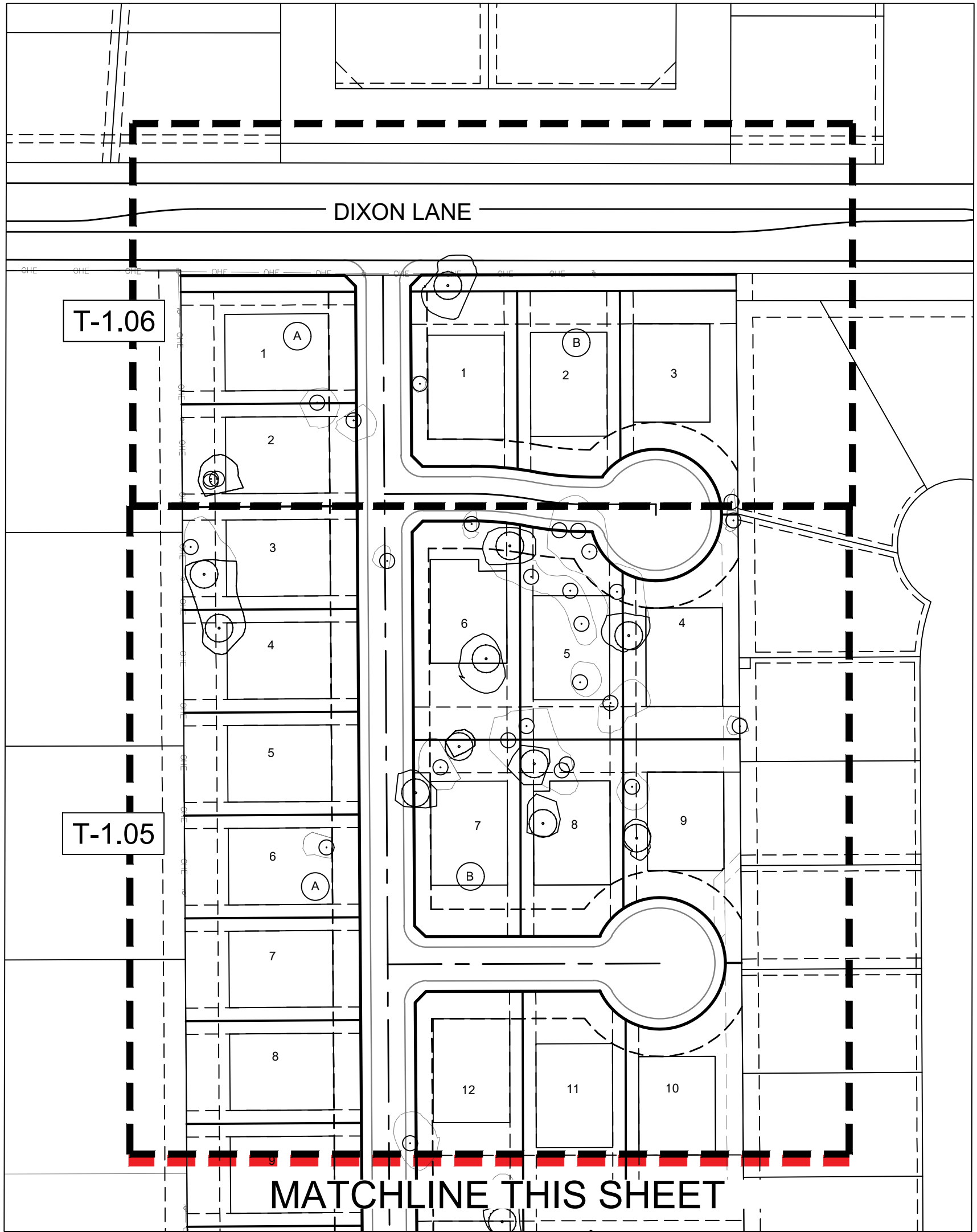


B OVERALL PLAN
SCALE: 1" = 100'-0"
0' 100' 200'
SCALE: 1" = 100'-0"
NORTH

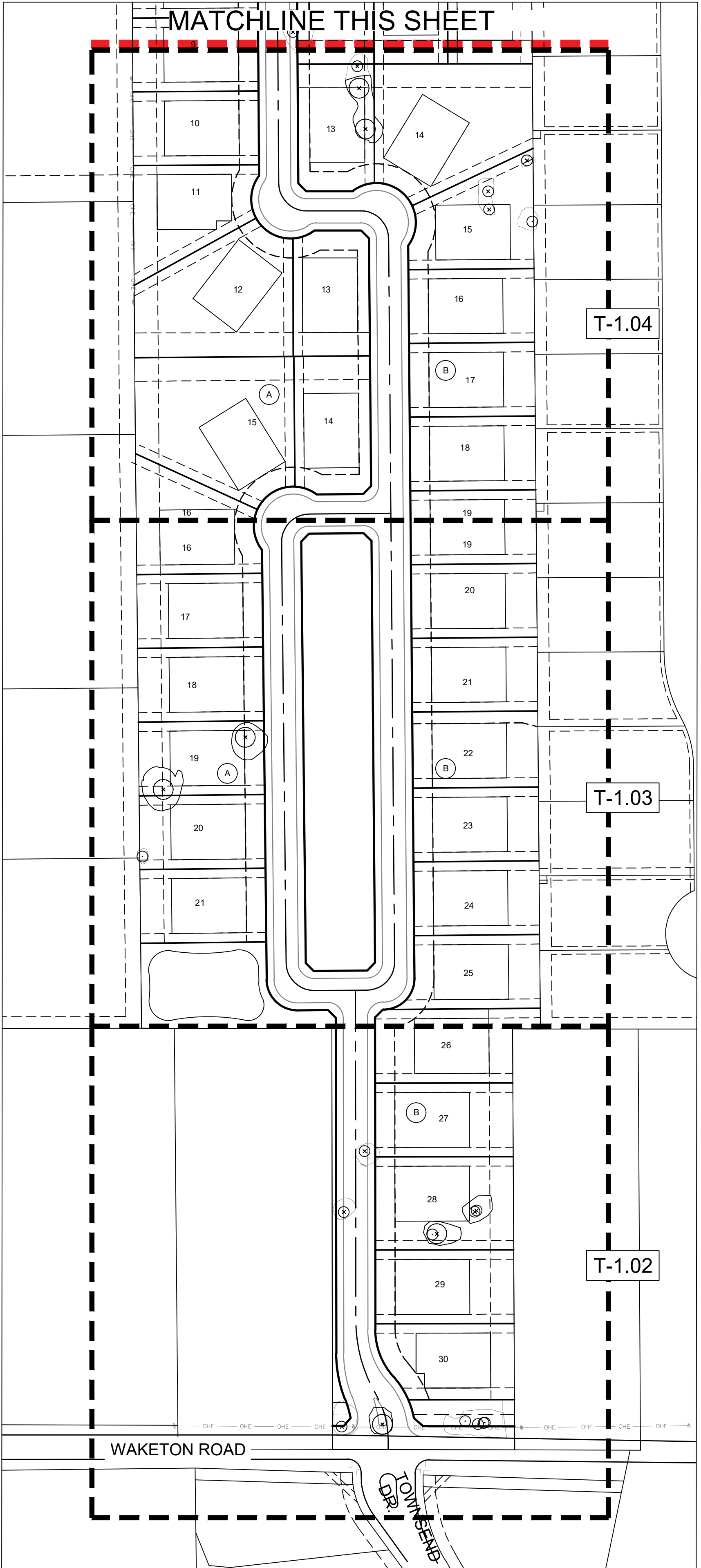


A OVERALL PLAN
SCALE: 1" = 100'-0"
0' 100' 200'
SCALE: 1" = 100'-0"
NORTH

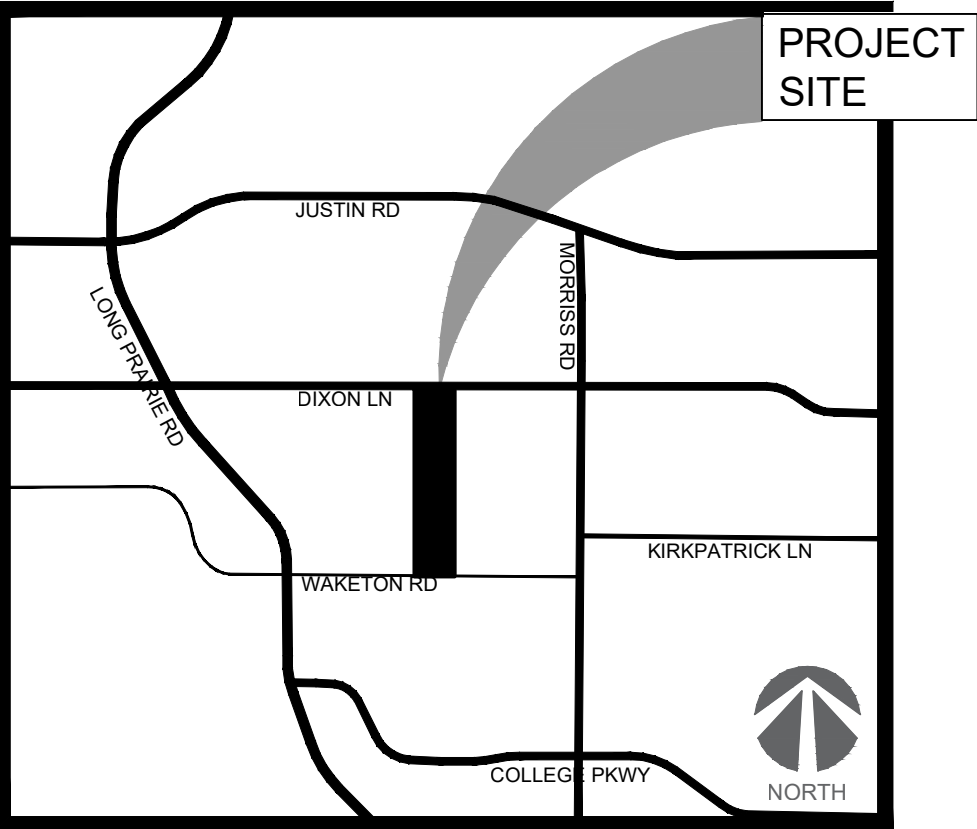
10 May 2021
C:\Green Door Studio\Drawings\Projects\WORKING\2021\12\0002 - Flower Mound Dixon Tract\Sheets\B-1a Preparation and Protection\T-1.01 Tree Survey & Preservation Plan.dwg



B OVERALL PLAN
SCALE: 1" = 100'-0"
0' 100' 200'
SCALE: 1" = 100'-0"
NORTH



A OVERALL PLAN
SCALE: 1" = 100'-0"
0' 100' 200'
SCALE: 1" = 100'-0"
NORTH



VICINITY MAP N.T.S.

- NOTES:**
- TREES 6 INCHES AND GREATER AT HEIGHT SPECIFIED BY TOWN OF FLOWER MOUND ORDINANCE WERE TAGGED.
- ALL TREES SHOWN TO REMAIN ARE TO BE PROTECTED FROM DAMAGE. STORAGE OF MATERIALS OR EQUIPMENT, CLEARING OF EQUIPMENT, EQUIPMENT WASH OUT OR ANY OTHER ACTION WHICH MAY CAUSE ADVERSE AFFECT ON THE EXISTING OR FUTURE PLANTING ARE PROHIBITED.
- ALL DECLINING, HAZARDOUS, AND TREES IN POOR HEALTH ARE TO BE REMOVED. CONTRACTOR TO REVIEW TREES WITH ARBORIST PRIOR TO REMOVAL.
- NO WORK MAY COMMENCE PRIOR TO THE INSTALLATION AND INSPECTION OF TREE PROTECTION. INSPECTION TO BE PERFORMED BY THE TOWN OF FLOWER MOUND'S ENVIRONMENTAL SERVICES DEPT.
- ALL TREE CANOPY AREAS ARE APPROXIMATE AND ARE BASED ON THE BEST INFORMATION AVAILABLE.
- NO PROTECTED OR SPECIMEN TREES ARE LOCATED WITHIN 20' OF PROPOSED BORING LOCATIONS OR ACCESS PATH.



landscape architecture
PO Box 38415
Dallas, Texas 75238
972.855.8705



client
Toll Southwest LLC
Mike Boswell
2555 SW Grapevine Parkway,
Suite 100
Grapevine, TX 76051

DIXON TRACT
TOWN OF FLOWER MOUND
DENTON COUNTY, TX

issue
05.10.2021 City Submittal
07.12.2021 City Submittal
09.27.2021 City Submittal

revisions
1
2
3
4
5
6
7
8
9
10

title
Tree Survey & Preservation Plan

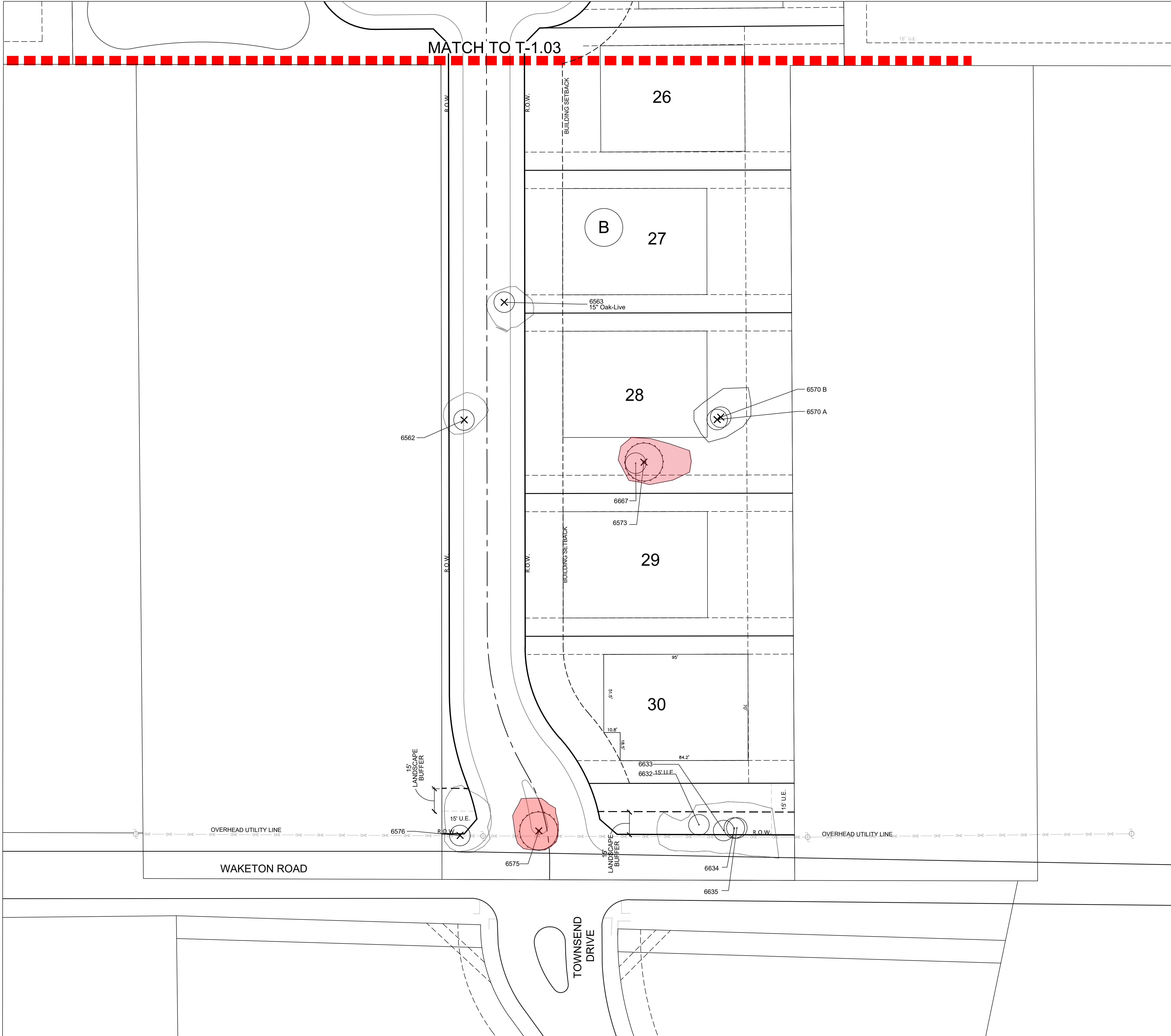
project number 210002

date 09/27/2021

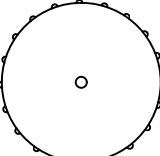
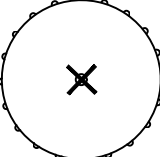
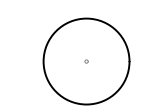
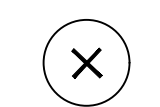
sheet

T-1.01

10 May 2021
C:\Green Door Studio\Drawings\Projects\WORKING\2021\T-1002 - Flower Mound Dixon Tract\Sheets\T-1.01 Tree Survey & Preservation Plan.dwg



LEGEND

-  SPECIMEN TREE
-  SPECIMEN TREE TO BE REMOVED
-  PROTECTED TREE
-  PROTECTED TREE TO BE REMOVED



landscape architecture
PO Box 38415
Dallas, Texas 75238
972.855.8705



client
Toll Southwest LLC
Mike Boswell
2555 SW Grapevine Parkway,
Suite 100
Grapevine, TX 76051

DIXON TRACT
TOWN OF FLOWER MOUND
DENTON COUNTY, TX

issue
05.10.2021 City Submittal
07.12.2021 City Submittal
09.27.2021 City Submittal

revisions

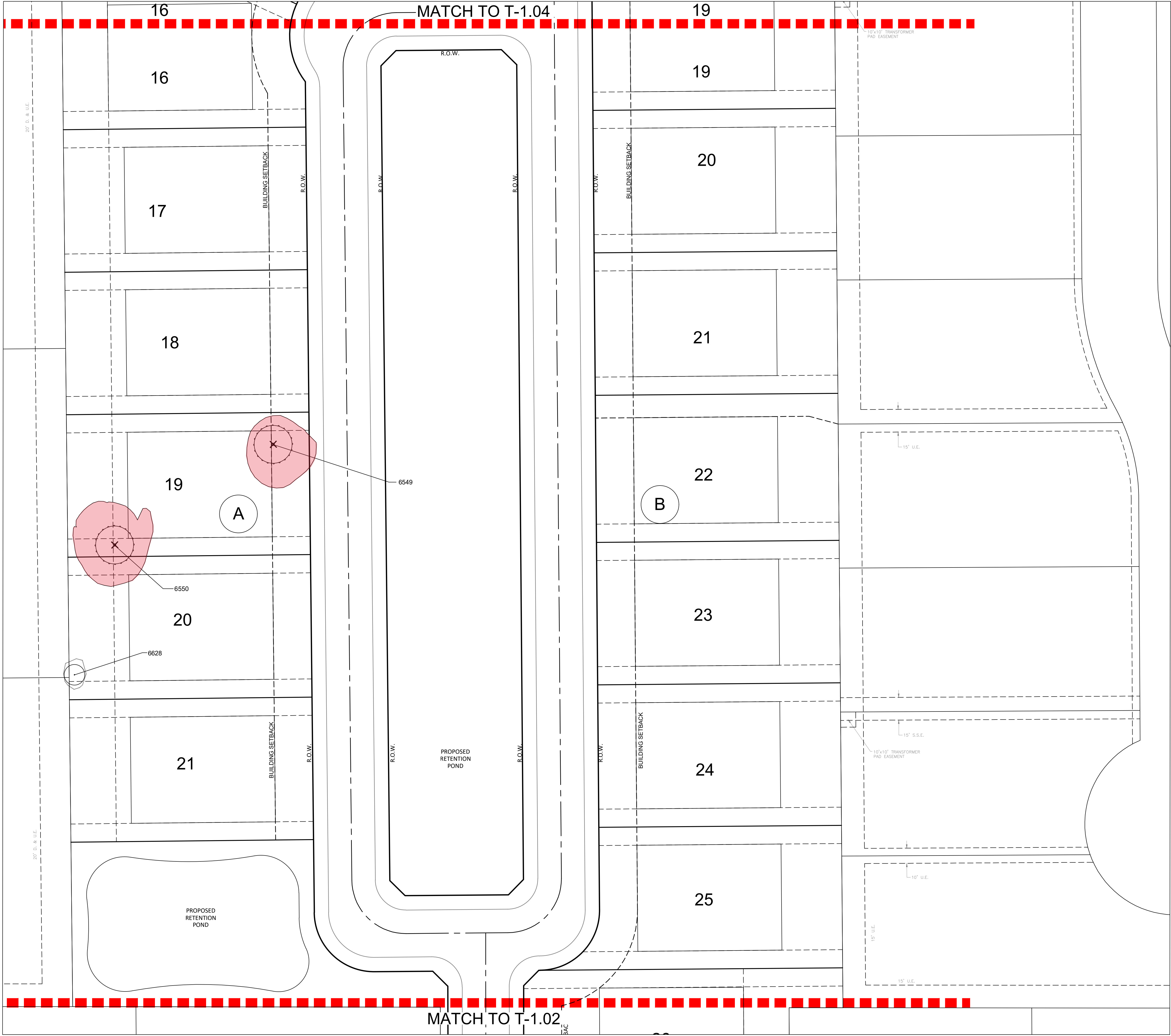
title
Tree Survey & Preservation Plan

project number 210002

date 09/27/2021

sheet

T-1.02



LEGEND

- SPECIMEN TREE
- SPECIMEN TREE TO BE REMOVED
- PROTECTED TREE
- PROTECTED TREE TO BE REMOVED



landscape architecture

PO Box 38415
Dallas, Texas 75238
972.855.8705



client
Toll Southwest LLC
Mike Boswell
2555 SW Grapevine Parkway,
Suite 100
Grapevine, TX 76051

DIXON TRACT
TOWN OF FLOWER MOUND
DENTON COUNTY, TX

issue

05.10.2021 City Submittal
07.12.2021 City Submittal
09.27.2021 City Submittal

revisions

title

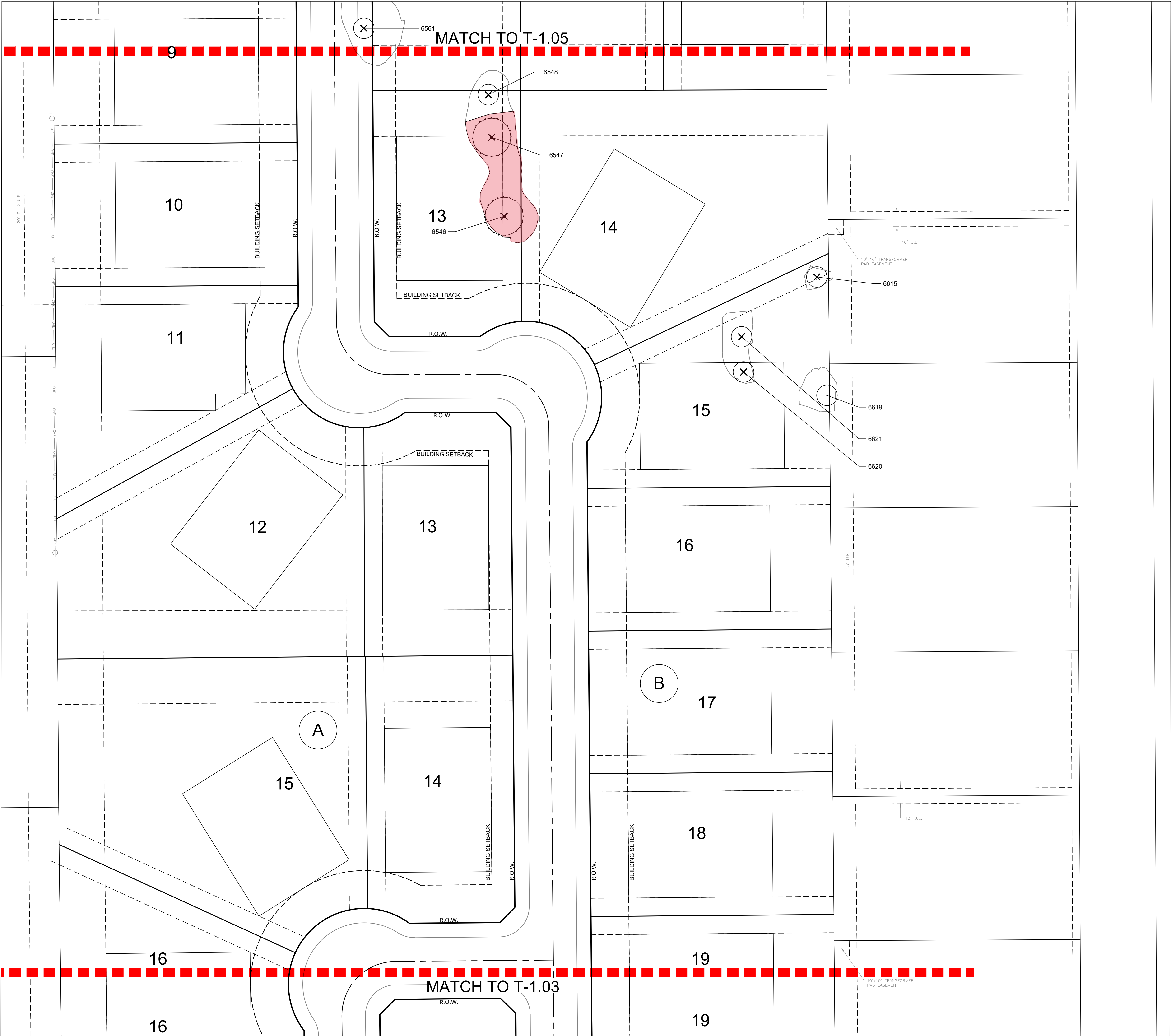
Tree Survey &
Preservation
Plan

project number 210002

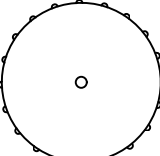
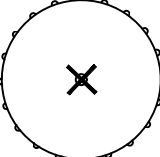
date 09/27/2021

sheet

T-1.03



LEGEND

-  SPECIMEN TREE
-  SPECIMEN TREE TO BE REMOVED
-  PROTECTED TREE
-  PROTECTED TREE TO BE REMOVED



landscape architecture
PO Box 38415
Dallas, Texas 75238
972.855.8705

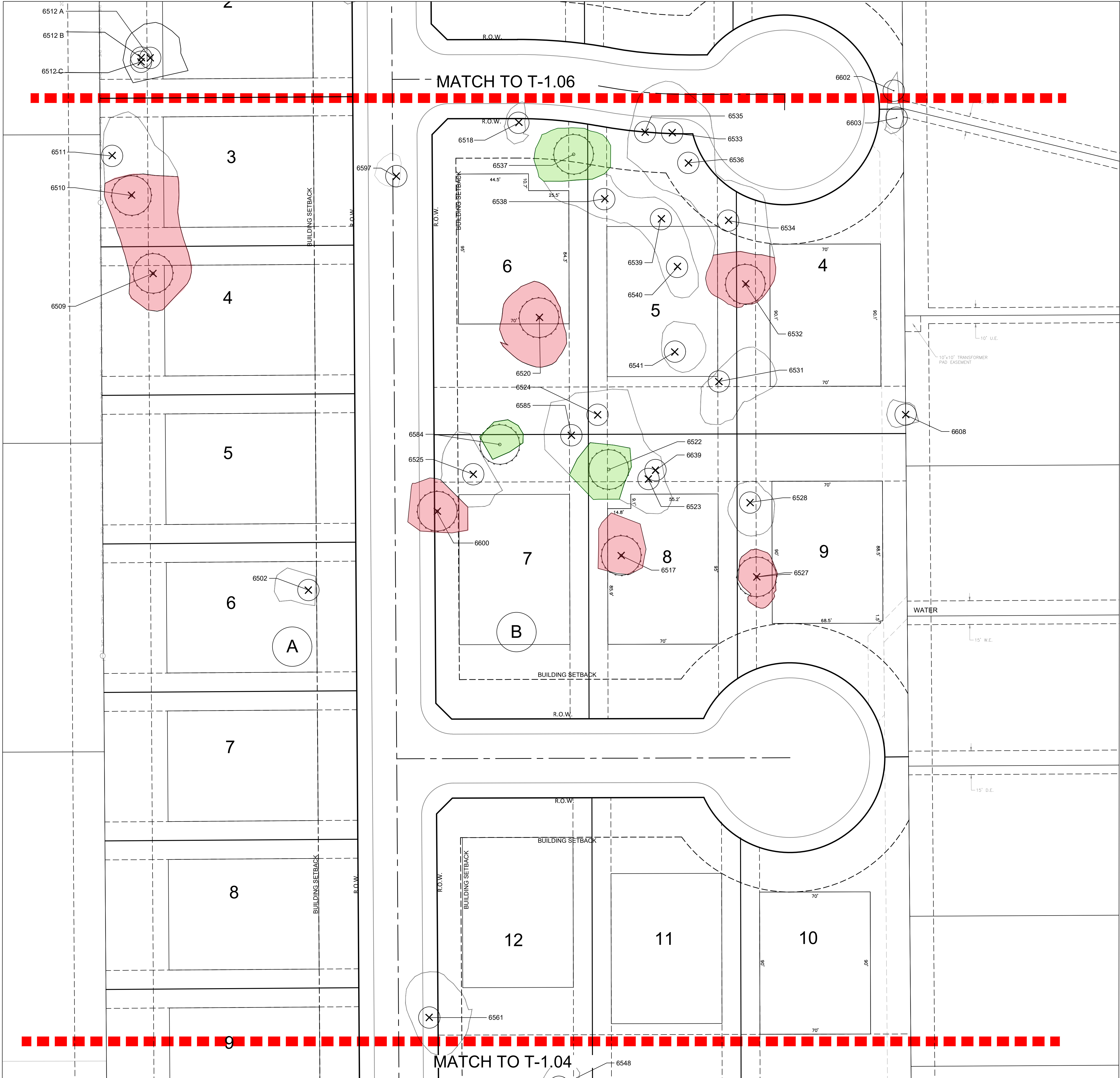


client
Toll Southwest LLC
Mike Boswell
2555 SW Grapevine Parkway,
Suite 100
Grapevine, TX 76051

DIXON TRACT
TOWN OF FLOWER MOUND
DENTON COUNTY, TX

issue
05.10.2021 City Submittal
07.12.2021 City Submittal
09.27.2021 City Submittal

revisions
1. 
2.
3.
4.
5.
6.
7.
8.
9.
10.
11.
12.
13.
14.
15.
16.
17.
18.
19.
20.
21.
22.
23.
24.
25.
26.
27.
28.
29.
30.
31.
32.
33.
34.
35.
36.
37.
38.
39.
40.
41.
42.
43.
44.
45.
46.
47.
48.
49.
50.
51.
52.
53.
54.
55.
56.
57.
58.
59.
60.
61.
62.
63.
64.
65.
66.
67.
68.
69.
70.
71.
72.
73.
74.
75.
76.
77.
78.
79.
80.
81.
82.
83.
84.
85.
86.
87.
88.
89.
90.
91.
92.
93.
94.
95.
96.
97.
98.
99.
100.
101.
102.
103.
104.
105.
106.
107.
108.
109.
110.
111.
112.
113.
114.
115.
116.
117.
118.
119.
120.
121.
122.
123.
124.
125.
126.
127.
128.
129.
130.
131.
132.
133.
134.
135.
136.
137.
138.
139.
140.
141.
142.
143.
144.
145.
146.
147.
148.
149.
150.
151.
152.
153.
154.
155.
156.
157.
158.
159.
160.
161.
162.
163.
164.
165.
166.
167.
168.
169.
170.
171.
172.
173.
174.
175.
176.
177.
178.
179.
180.
181.
182.
183.
184.
185.
186.
187.
188.
189.
190.
191.
192.
193.
194.
195.
196.
197.
198.
199.
200.
201.
202.
203.
204.
205.
206.
207.
208.
209.
210.
211.
212.
213.
214.
215.
216.
217.
218.
219.
220.
221.
222.
223.
224.
225.
226.
227.
228.
229.
230.
231.
232.
233.
234.
235.
236.
237.
238.
239.
240.
241.
242.
243.
244.
245.
246.
247.
248.
249.
250.
251.
252.
253.
254.
255.
256.
257.
258.
259.
260.
261.
262.
263.
264.
265.
266.
267.
268.
269.
270.
271.
272.
273.
274.
275.
276.
277.
278.
279.
280.
281.
282.
283.
284.
285.
286.
287.
288.
289.
290.
291.
292.
293.
294.
295.
296.
297.
298.
299.
300.
301.
302.
303.
304.
305.
306.
307.
308.
309.
310.
311.
312.
313.
314.
315.
316.
317.
318.
319.
320.
321.
322.
323.
324.
325.
326.
327.
328.
329.
330.
331.
332.
333.
334.
335.
336.
337.
338.
339.
340.
341.
342.
343.
344.
345.
346.
347.
348.
349.
350.
351.
352.
353.
354.
355.
356.
357.
358.
359.
360.
361.
362.
363.
364.
365.
366.
367.
368.
369.
370.
371.
372.
373.
374.
375.
376.
377.
378.
379.
380.
381.
382.
383.
384.
385.
386.
387.
388.
389.
390.
391.
392.
393.
394.
395.
396.
397.
398.
399.
400.
401.
402.
403.
404.
405.
406.
407.
408.
409.
410.
411.
412.
413.
414.
415.
416.
417.
418.
419.
420.
421.
422.
423.
424.
425.
426.
427.
428.
429.
430.
431.
432.
433.
434.
435.
436.
437.
438.
439.
440.
441.
442.
443.
444.
445.
446.
447.
448.
449.
450.
451.
452.
453.
454.
455.
456.
457.
458.
459.
460.
461.
462.
463.
464.
465.
466.
467.
468.
469.
470.
471.
472.
473.
474.
475.
476.
477.
478.
479.
480.
481.
482.
483.
484.
485.
486.
487.
488.
489.
490.
491.
492.
493.
494.
495.
496.
497.
498.
499.
500.
501.
502.
503.
504.
505.
506.
507.
508.
509.
510.
511.
512.
513.
514.
515.
516.
517.
518.
519.
520.
521.
522.
523.
524.
525.
526.
527.
528.
529.
530.
531.
532.
533.
534.
535.
536.
537.
538.
539.
540.
541.
542.
543.
544.
545.
546.
547.
548.
549.
550.
551.
552.
553.
554.
555.
556.
557.
558.
559.
560.
561.
562.
563.
564.
565.
566.
567.
568.
569.
570.
571.
572.
573.
574.
575.
576.
577.
578.
579.
580.
581.
582.
583.
584.
585.
586.
587.
588.
589.
590.
591.
592.
593.
594.
595.
596.
597.
598.
599.
600.
601.
602.
603.
604.
605.
606.
607.
608.
609.
610.
611.
612.
613.
614.
615.
616.
617.
618.
619.
620.
621.
622.
623.
624.
625.
626.
627.
628.
629.
630.
631.
632.
633.
634.
635.
636.
637.
638.
639.
640.
641.
642.
643.
644.
645.
646.
647.
648.
649.
650.
651.
652.
653.
654.
655.
656.
657.
658.
659.
660.
661.
662.
663.
664.
665.
666.
667.
668.
669.
670.
671.
672.
673.
674.
675.
676.
677.
678.
679.
680.
681.
682.
683.
684.
685.
686.
687.
688.
689.
690.
691.
692.
693.
694.
695.
696.
697.
698.
699.
700.
701.
702.
703.
704.
705.
706.
707.
708.
709.
710.
711.
712.
713.
714.
715.
716.
717.
718.
719.
720.
721.
722.
723.
724.
725.
726.
727.
728.
729.
730.
731.
732.
733.
734.
735.
736.
737.
738.
739.
740.
741.
742.
743.
744.
745.
746.
747.
748.
749.
750.
751.
752.
753.
754.
755.
756.
757.
758.
759.
760.
761.
762.
763.
764.
765.
766.
767.
768.
769.
770.
771.
772.
773.
774.
775.
776.
777.
778.
779.
780.
781.
782.
783.
784.
785.
786.
787.
788.
789.
790.
791.
792.
793.
794.
795.
796.
797.
798.
799.
800.
801.
802.
803.
804.
805.
806.
807.
808.
809.
810.
811.
812.
813.
814.
815.
816.
817.
818.
819.
820.
821.
822.
823.
824.
825.
826.
827.
828.
829.
830.
831.
832.
833.
834.
835.
836.
837.
838.
839.
840.
841.
842.
843.
844.
845.
846.
847.
848.
849.
850.
851.
852.
853.
854.
855.
856.
857.
858.
859.
860.
861.
862.
863.
864.
865.
866.
867.
868.
869.
870.
871.
872.
873.
874.
875.
876.
877.
878.
879.
880.
881.
882.
883.
884.
885.
886.
887.
888.
889.
890.
891.
892.
893.
894.
895.
896.
897.
898.
899.
900.
901.
902.
903.
904.
905.
906.
907.
908.
909.
910.
911.
912.
913.
914.
915.
916.
917.
918.
919.
920.
921.
922.
923.
924.
925.
926.
927.
928.
929.
930.
931.
932.
933.
934.
935.
936.
937.
938.
939.
940.
941.
942.
943.
944.
945.
946.
947.
948.
949.
950.
951.
952.
953.
954.
955.
956.
957.
958.
959.
960.
961.
962.
963.
964.
965.
966.
967.
968.
969.
970.
971.
972.
973.
974.
975.
976.
977.
978.
979.
980.
981.
982.
983.
984.
985.
986.
987.
988.
989.
990.
991.
992.
993.
994.
995.
996.
997.
998.
999.
1000.
1001.
1002.
1003.
1004.
1005.
1006.
1007.
1008.
1009.
1010.
1011.
1012.
1013.
1014.
1015.
1016.
1017.
1018.
1019.
1020.
1021.
1022.
1023.
1024.
1025.
1026.
1027.
1028.
1029.
1030.
1031.
1032.
1033.
1034.
1035.
1036.
1037.
1038.
1039.
1040.
1041.
1042.
1043.
1044.
1045.
1046.
1047.
1048.
1049.
1050.
1051.
1052.
1053.
1054.
1055.
1056.
1057.
1058.
1059.
1060.
1061.
1062.
1063.
1064.
1065.
1066.
1067.
1068.
1069.
1070.
1071.
1072.
1073.
1074.
1075.
1076.
1077.
1078.
1079.
1080.
1081.
1082.
1083.
1084.
1085.
1086.
1087.
1088.
1089.
1090.
1091.
1092.
1093.
1094.
1095.
1096.
1097.
1098.
1099.
1100.
1101.
1102.
1103.
1104.
1105.
1106.
1107.
1108.
1109.
1110.
1111.
1112.
1113.
1114.
1115.
1116.
1117.
1118.
1119.
1120.
1121.
1122.
1123.
1124.
1125.
1126.
1127.
1128.
1129.
1130.
1131.
1132.
1133.
1134.
1135.
1136.
1137.
1138.
1139.
1140.
1141.
1142.
1143.
1144.
1145.
1146.
1147.
1148.
1149.
1150.
1151.
1152.
1153.
1154.
1155.
1156.
1157.
1158.
1159.
1160.
1161.
1162.
1163.
1164.
1165.
1166.
1167.
1168.
1169.
1170.
1171.
1172.
1173.
1174.
1175.
1176.
1177.
1178.
1179.
1180.
1181.
1182.
1183.
1184.
1185.
1186.
1187.
1188.
1189.
1190.
1191.
1192.
1193.
1194.
1195.
1196.
1197.
1198.
1199.
1200.
1201.
1202.
1203.
1204.
1205.
1206.
1207.
1208.
1209.
1210.
1211.
1212.
1213.
1214.
1215.
1216.
1217.
1218.
1219.
1220.
1221.
1222.
1223.
1224.
1225.
1226.
1227.
1228.
1229.
1230.
1231.
1232.
1233.
1234.
1235.
1236.
1237.
1238.
1239.
1240.
1241.
1242.
1243.
1244.
1245.
1246.
1247.
1248.
1249.
1250.
1251.
1252.
1253.
1254.
1255.
1256.
1257.
1258.
1259.
1260.
1261.
1262.
1263.
1264.
1265.
1266.
1267.
1268.
1269.
1270.
1271.
1272.
1273.
1274.
1275.
1276.
1277.
1278.
1279.
1280.
1281.
1282.
1283.
1284.
1285.
1286.
1287.
1288.
1289.
1290.
1291.
1292.
1293.
1294.
1295.
1296.
1297.
1298.
1299.
1300.
1301.
1302.
1303.
1304.
1305.
1306.
1307.
1308.
1309.
1310.
1311.
1312.
1313.
1314.
1315.
1316.
1317.
1318.
1319.
1320.
1321.
1322.
1323.
1324.
1325.
1326.
1327.
1328.
1329.
1330.
1331.
1332.
1333.
1334.
1335.
1336.
1337.
1338.
1339.
1340.
1341.
1342.
1343.
1344.
1345.
1346.
1347.
1348.
1349.
1350.
1351.
1352.
1353.
1354.
1355.
1356.
1357.
1358.
1359.
1360.
1361.
1362.
1363.
1364.
1365.
1366.
1367.
1368.
1369.
1370.
1371.
1372.
1373.
1374.
1375.
1376.
1377.
1378.
1379.
1380.
1381.
1382.
1383.
1384.
1385.
1386.
1387.
1388.
1389.
1390.
1391.
1392.
1393.
1394.
1395.
1396.
1397.
1398.
1399.
1400.
1401.
1402.
1403.
1404.
1405.
1406.
1407.
1408.
1409.
1410.
1411.
1412.
1413.
1414.
1415.
1416.
1417.
1418.
1419.
1420.
1421.
1422.
1423.
1424.
1425.
1426.
1427.
1428.
1429.
1430.
1431.
1432.
1433.
1434.
1435.
1436.
1437.
1438.
1439.
1440.
1441.
1442.
1443.
1444.
1445.
1446.
1447.
1448.
1449.
1450.
1451.
1452.
1453.
1454.
1455.
1456.
1457.
1458.
1459.
1460.
1461.
1462.
1463.
1464.
1465.
1466.
1467.
1468.
1469.
1470.
1471.
1472.
1473.
1474.
1475.
1476.
1477.
1478.
1479.
1480.
1481.
1482.
1483.
1484.
1485.
1486.
1487.
1488.
1489.
1490.
1491.
1492.
1493.
1494.
1495.
1496.
1497.
1498.
1499.
1500.
1501.
1502.
1503.
1504.
1505.
1506.
1507.
1508.
1509.
1510.
1511.
1512.
1513.
1514.
1515.
1516.
1517.
1518.
1519.
1520.
1521.
1522.
1523.
1524.
1525.
1526.
1527.
1528.
1529.
1530.
1531.
1532.
1533.
1534.
1535.
1536.
1537.
1538.
1539.
1540.
1541.
1542.
1543.
1544.
1545.
1546.
1547.
1548.
1549.
1550.
1551.
1552. <



LEGEND

- SPECIMEN TREE
- SPECIMEN TREE TO BE REMOVED
- PROTECTED TREE
- PROTECTED TREE TO BE REMOVED



landscape architecture
PO Box 38415
Dallas, Texas 75238
972.855.8705



client
Toll Southwest LLC
Mike Boswell
2555 SW Grapevine Parkway,
Suite 100
Grapevine, TX 76051

DIXON TRACT
TOWN OF FLOWER MOUND
DENTON COUNTY, TX

issue
05.10.2021 City Submittal
07.12.2021 City Submittal
09.27.2021 City Submittal

revisions
1.
2.
3.
4.
5.
6.
7.
8.
9.
10.
11.
12.
13.
14.
15.
16.
17.
18.
19.
20.
21.
22.
23.
24.
25.
26.
27.
28.
29.
30.
31.
32.
33.
34.
35.
36.
37.
38.
39.
40.
41.
42.
43.
44.
45.
46.
47.
48.
49.
50.
51.
52.
53.
54.
55.
56.
57.
58.
59.
60.
61.
62.
63.
64.
65.
66.
67.
68.
69.
70.
71.
72.
73.
74.
75.
76.
77.
78.
79.
80.
81.
82.
83.
84.
85.
86.
87.
88.
89.
90.
91.
92.
93.
94.
95.
96.
97.
98.
99.
100.
101.
102.
103.
104.
105.
106.
107.
108.
109.
110.
111.
112.
113.
114.
115.
116.
117.
118.
119.
120.
121.
122.
123.
124.
125.
126.
127.
128.
129.
130.
131.
132.
133.
134.
135.
136.
137.
138.
139.
140.
141.
142.
143.
144.
145.
146.
147.
148.
149.
150.
151.
152.
153.
154.
155.
156.
157.
158.
159.
160.
161.
162.
163.
164.
165.
166.
167.
168.
169.
170.
171.
172.
173.
174.
175.
176.
177.
178.
179.
180.
181.
182.
183.
184.
185.
186.
187.
188.
189.
190.
191.
192.
193.
194.
195.
196.
197.
198.
199.
200.
201.
202.
203.
204.
205.
206.
207.
208.
209.
210.
211.
212.
213.
214.
215.
216.
217.
218.
219.
220.
221.
222.
223.
224.
225.
226.
227.
228.
229.
230.
231.
232.
233.
234.
235.
236.
237.
238.
239.
240.
241.
242.
243.
244.
245.
246.
247.
248.
249.
250.
251.
252.
253.
254.
255.
256.
257.
258.
259.
260.
261.
262.
263.
264.
265.
266.
267.
268.
269.
270.
271.
272.
273.
274.
275.
276.
277.
278.
279.
280.
281.
282.
283.
284.
285.
286.
287.
288.
289.
290.
291.
292.
293.
294.
295.
296.
297.
298.
299.
300.
301.
302.
303.
304.
305.
306.
307.
308.
309.
310.
311.
312.
313.
314.
315.
316.
317.
318.
319.
320.
321.
322.
323.
324.
325.
326.
327.
328.
329.
330.
331.
332.
333.
334.
335.
336.
337.
338.
339.
340.
341.
342.
343.
344.
345.
346.
347.
348.
349.
350.
351.
352.
353.
354.
355.
356.
357.
358.
359.
360.
361.
362.
363.
364.
365.
366.
367.
368.
369.
370.
371.
372.
373.
374.
375.
376.
377.
378.
379.
380.
381.
382.
383.
384.
385.
386.
387.
388.
389.
390.
391.
392.
393.
394.
395.
396.
397.
398.
399.
400.
401.
402.
403.
404.
405.
406.
407.
408.
409.
410.
411.
412.
413.
414.
415.
416.
417.
418.
419.
420.
421.
422.
423.
424.
425.
426.
427.
428.
429.
430.
431.
432.
433.
434.
435.
436.
437.
438.
439.
440.
441.
442.
443.
444.
445.
446.
447.
448.
449.
450.
451.
452.
453.
454.
455.
456.
457.
458.
459.
460.
461.
462.
463.
464.
465.
466.
467.
468.
469.
470.
471.
472.
473.
474.
475.
476.
477.
478.
479.
480.
481.
482.
483.
484.
485.
486.
487.
488.
489.
490.
491.
492.
493.
494.
495.
496.
497.
498.
499.
500.
501.
502.
503.
504.
505.
506.
507.
508.
509.
510.
511.
512.
513.
514.
515.
516.
517.
518.
519.
520.
521.
522.
523.
524.
525.
526.
527.
528.
529.
530.
531.
532.
533.
534.
535.
536.
537.
538.
539.
540.
541.
542.
543.
544.
545.
546.
547.
548.
549.
550.
551.
552.
553.
554.
555.
556.
557.
558.
559.
560.
561.
562.
563.
564.
565.
566.
567.
568.
569.
570.
571.
572.
573.
574.
575.
576.
577.
578.
579.
580.
581.
582.
583.
584.
585.
586.
587.
588.
589.
590.
591.
592.
593.
594.
595.
596.
597.
598.
599.
600.
601.
602.
603.
604.
605.
606.
607.
608.
609.
610.
611.
612.
613.
614.
615.
616.
617.
618.
619.
620.
621.
622.
623.
624.
625.
626.
627.
628.
629.
630.
631.
632.
633.
634.
635.
636.
637.
638.
639.
640.
641.
642.
643.
644.
645.
646.
647.
648.
649.
650.
651.
652.
653.
654.
655.
656.
657.
658.
659.
660.
661.
662.
663.
664.
665.
666.
667.
668.
669.
670.
671.
672.
673.
674.
675.
676.
677.
678.
679.
680.
681.
682.
683.
684.
685.
686.
687.
688.
689.
690.
691.
692.
693.
694.
695.
696.
697.
698.
699.
700.
701.
702.
703.
704.
705.
706.
707.
708.
709.
710.
711.
712.
713.
714.
715.
716.
717.
718.
719.
720.
721.
722.
723.
724.
725.
726.
727.
728.
729.
730.
731.
732.
733.
734.
735.
736.
737.
738.
739.
740.
741.
742.
743.
744.
745.
746.
747.
748.
749.
750.
751.
752.
753.
754.
755.
756.
757.
758.
759.
760.
761.
762.
763.
764.
765.
766.
767.
768.
769.
770.
771.
772.
773.
774.
775.
776.
777.
778.
779.
780.
781.
782.
783.
784.
785.
786.
787.
788.
789.
790.
791.
792.
793.
794.
795.
796.
797.
798.
799.
800.
801.
802.
803.
804.
805.
806.
807.
808.
809.
810.
811.
812.
813.
814.
815.
816.
817.
818.
819.
820.
821.
822.
823.
824.
825.
826.
827.
828.
829.
830.
831.
832.
833.
834.
835.
836.
837.
838.
839.
840.
841.
842.
843.
844.
845.
846.
847.
848.
849.
850.
851.
852.
853.
854.
855.
856.
857.
858.
859.
860.
861.
862.
863.
864.
865.
866.
867.
868.
869.
870.
871.
872.
873.
874.
875.
876.
877.
878.
879.
880.
881.
882.
883.
884.
885.
886.
887.
888.
889.
890.
891.
892.
893.
894.
895.
896.
897.
898.
899.
900.
901.
902.
903.
904.
905.
906.
907.
908.
909.
910.
911.
912.
913.
914.
915.
916.
917.
918.
919.
920.
921.
922.
923.
924.
925.
926.
927.
928.
929.
930.
931.
932.
933.
934.
935.
936.
937.
938.
939.
940.
941.
942.
943.
944.
945.
946.
947.
948.
949.
950.
951.
952.
953.
954.
955.
956.
957.
958.
959.
960.
961.
962.
963.
964.
965.
966.
967.
968.
969.
970.
971.
972.
973.
974.
975.
976.
977.
978.
979.
980.
981.
982.
983.
984.
985.
986.
987.
988.
989.
990.
991.
992.
993.
994.
995.
996.
997.
998.
999.
1000.
1001.
1002.
1003.
1004.
1005.
1006.
1007.
1008.
1009.
1010.
1011.
1012.
1013.
1014.
1015.
1016.
1017.
1018.
1019.
1020.
1021.
1022.
1023.
1024.
1025.
1026.
1027.
1028.
1029.
1030.
1031.
1032.
1033.
1034.
1035.
1036.
1037.
1038.
1039.
1040.
1041.
1042.
1043.
1044.
1045.
1046.
1047.
1048.
1049.
1050.
1051.
1052.
1053.
1054.
1055.
1056.
1057.
1058.
1059.
1060.
1061.
1062.
1063.
1064.
1065.
1066.
1067.
1068.
1069.
1070.
1071.
1072.
1073.
1074.
1075.
1076.
1077.
1078.
1079.
1080.
1081.
1082.
1083.
1084.
1085.
1086.
1087.
1088.
1089.
1090.
1091.
1092.
1093.
1094.
1095.
1096.
1097.
1098.
1099.
1100.
1101.
1102.
1103.
1104.
1105.
1106.
1107.
1108.
1109.
1110.
1111.
1112.
1113.
1114.
1115.
1116.
1117.
1118.
1119.
1120.
1121.
1122.
1123.
1124.
1125.
1126.
1127.
1128.
1129.
1130.
1131.
1132.
1133.
1134.
1135.
1136.
1137.
1138.
1139.
1140.
1141.
1142.
1143.
1144.
1145.
1146.
1147.
1148.
1149.
1150.
1151.
1152.
1153.
1154.
1155.
1156.
1157.
1158.
1159.
1160.
1161.
1162.
1163.
1164.
1165.
1166.
1167.
1168.
1169.
1170.
1171.
1172.
1173.
1174.
1175.
1176.
1177.
1178.
1179.
1180.
1181.
1182.
1183.
1184.
1185.
1186.
1187.
1188.
1189.
1190.
1191.
1192.
1193.
1194.
1195.
1196.
1197.
1198.
1199.
1200.
1201.
1202.
1203.
1204.
1205.
1206.
1207.
1208.
1209.
1210.
1211.
1212.
1213.
1214.
1215.
1216.
1217.
1218.
1219.
1220.
1221.
1222.
1223.
1224.
1225.
1226.
1227.
1228.
1229.
1230.
1231.
1232.
1233.
1234.
1235.
1236.
1237.
1238.
1239.
1240.
1241.
1242.
1243.
1244.
1245.
1246.
1247.
1248.
1249.
1250.
1251.
1252.
1253.
1254.
1255.
1256.
1257.
1258.
1259.
1260.
1261.
1262.
1263.
1264.
1265.
1266.
1267.
1268.
1269.
1270.
1271.
1272.
1273.
1274.
1275.
1276.
1277.
1278.
1279.
1280.
1281.
1282.
1283.
1284.
1285.
1286.
1287.
1288.
1289.
1290.
1291.
1292.
1293.
1294.
1295.
1296.
1297.
1298.
1299.
1300.
1301.
1302.
1303.
1304.
1305.
1306.
1307.
1308.
1309.
1310.
1311.
1312.
1313.
1314.
1315.
1316.
1317.
1318.
1319.
1320.
1321.
1322.
1323.
1324.
1325.
1326.
1327.
1328.
1329.
1330.
1331.
1332.
1333.
1334.
1335.
1336.
1337.
1338.
1339.
1340.
1341.
1342.
1343.
1344.
1345.
1346.
1347.
1348.
1349.
1350.
1351.
1352.
1353.
1354.
1355.
1356.
1357.
1358.
1359.
1360.
1361.
1362.
1363.
1364.
1365.
1366.
1367.
1368.
1369.
1370.
1371.
1372.
1373.
1374.
1375.
1376.
1377.
1378.
1379.
1380.
1381.
1382.
1383.
1384.
1385.
1386.
1387.
1388.
1389.
1390.
1391.
1392.
1393.
1394.
1395.
1396.
1397.
1398.
1399.
1400.
1401.
1402.
1403.
1404.
1405.
1406.
1407.
1408.
1409.
1410.
1411.
1412.
1413.
1414.
1415.
1416.
1417.
1418.
1419.
1420.
1421.
1422.
1423.
1424.
1425.
1426.
1427.
1428.
1429.
1430.
1431.
1432.
1433.
1434.
1435.
1436.
1437.
1438.
1439.
1440.
1441.
1442.
1443.
1444.
1445.
1446.
1447.
1448.
1449.
1450.
1451.
1452.
1453.
1454.
1455.
1456.
1457.
1458.
1459.
1460.
1461.
1462.
1463.
1464.
1465.
1466.
1467.
1468.
1469.
1470.
1471.
1472.
1473.
1474.
1475.
1476.
1477.
1478.
1479.
1480.
1481.
1482.
1483.
1484.
1485.
1486.
1487.
1488.
1489.
1490.
1491.
1492.
1493.
1494.
1495.
1496.
1497.
1498.
1499.
1500.
1501.
1502.
1503.
1504.
1505.
1506.
1507.
1508.
1509.
1510.
1511.
1512.
1513.
1514.
1515.
1516



client
Toll Southwest LLC
Mike Boswell
2555 SW Grapevine Parkway,
Suite 100
Grapevine, TX 76051

DIXON TRACT
TOWN OF FLOWER MOUND
DENTON COUNTY, TX

issue
05.10.2021 City Submittal
07.12.2021 City Submittal
09.27.2021 City Submittal

revisions

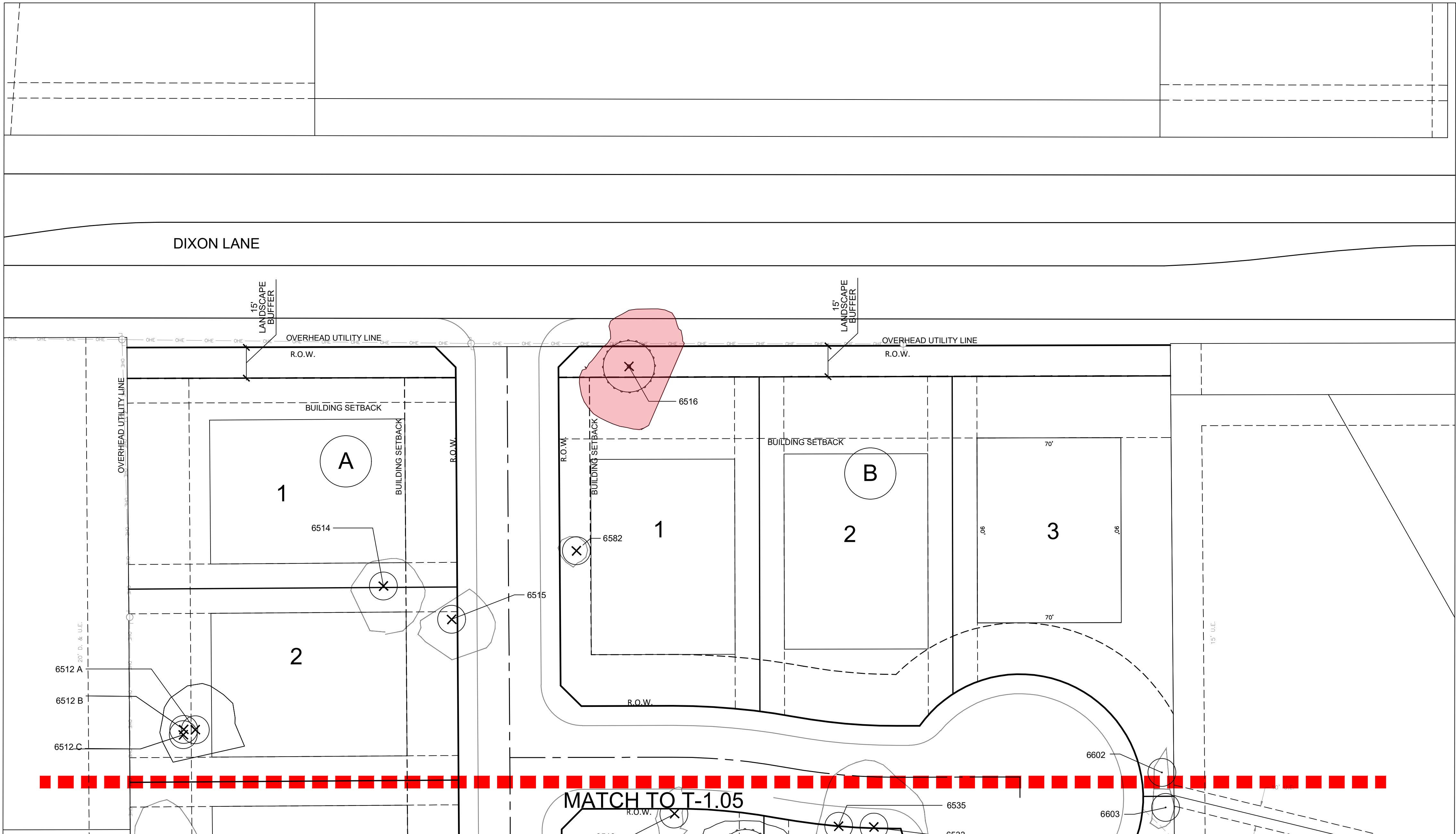
title
Tree Survey & Preservation Plan

project number 210002

date 09/27/2021

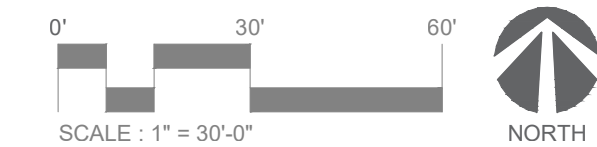
sheet

T-1.06



LEGEND

- SPECIMEN TREE
- SPECIMEN TREE TO BE REMOVED
- PROTECTED TREE
- PROTECTED TREE TO BE REMOVED



Tag #	Scientific Name	Common Name	DBH Height (feet)	DBH (inches)	Est. Canopy Spread (feet)	Condition	Protected Status	Specimen Status	Remove / Remain	Street ROW	Landscape Buffer	Buildable Area	Poor Health	Preservation Credits	Preservation Credits (x 3 inches)	Mitigation Multiplier	Required Mitigation (inches)	
6502	<i>Carya illinoensis</i>	Pecan	1.0	17	35	Fair	Protected		Remove			X			0		3	Located in Lot 6, Block A
6509	<i>Carya illinoensis</i>	Pecan	4.5	27	55	Good	Protected	Specimen	Remove			X			0	2	54	Located in Lot 4, Block A
6510	<i>Carya illinoensis</i>	Pecan	4.5	28	60	Fair	Protected	Specimen	Remove			X			0	2	56	Located in Lot 3, Block A
6511	<i>Carya illinoensis</i>	Pecan	3.0	22	50	Fair	Protected		Remove			X			0		3	Located in Lot 3, Block A
6512 A	<i>Quercus virginiana</i>	Oak-Live	4.5	13	28	Fair	Protected		Remove			X			0		3	Located in Lot 2, Block A
6512 B	<i>Quercus virginiana</i>	Oak-Live	4.5	12	28	Fair	Protected		Remove			X			0		3	Located in Lot 2, Block A
6512 C	<i>Quercus virginiana</i>	Oak-Live	4.5	12	28	Fair	Protected		Remove			X			0		3	Located in Lot 2, Block A
6514	<i>Quercus shumardii</i>	Oak-Shumard	4.5	18	40	Good	Protected		Remove			X			0		3	Located in Lot 1, Block A
6515	<i>Quercus virginiana</i>	Oak-Live	3.0	15	35	Fair	Protected		Remove			X			0		3	Located in Lot 2, Block A
6516	<i>Carya illinoensis</i>	Pecan	4.5	29	65	Good	Protected	Specimen	Remove		X				0	2	58	Exists in Landscape Buffer
6517	<i>Quercus stellata</i>	Oak-Post	4.5	26	55	Good	Protected	Specimen	Remove			X			0	2	52	Located in Lot 8, Block B
6518	<i>Carya illinoensis</i>	Pecan	4.5	21	35	Fair	Protected		Remove			X			0		3	Located in Lot 6, Block B
6520	<i>Carya illinoensis</i>	Pecan	2.0	31	55	Fair	Protected	Specimen	Remove			X			0	2	62	Located in Lot 6, Block B
6522	<i>Quercus stellata</i>	Oak-Post	4.5	33	65	Good	Protected	Specimen	Remain			X		6	18		0	Located in Lot 8, Block B
6523	<i>Carya illinoensis</i>	Pecan	0.5	19	65	Good	Protected		Remove			X			0	0	3	Located in Lot 8, Block B
6524	<i>Carya illinoensis</i>	Pecan	4.5	13	30	Fair	Protected		Remove			X			0		3	Located in Lot 5, Block B
6525	<i>Carya illinoensis</i>	Pecan	4.5	22	50	Fair	Protected		Remove			X			0		3	Located in Lot 7, Block B
6527	<i>Carya illinoensis</i>	Pecan	4.5	25	40	Fair	Protected	Specimen	Remove			X			0	2	50	Located in Lot 9, Block B
6528	<i>Carya illinoensis</i>	Pecan	4.5	20	30	Fair	Protected		Remove			X			0		3	Located in Lot 9, Block B
6531	<i>Carya illinoensis</i>	Pecan	4.5	16	30	Good	Protected		Remove			X			0		3	Located in Lot 5, Block B
6532	<i>Carya illinoensis</i>	Pecan	4.5	27	45	Fair	Protected	Specimen	Remove			X			0	2	54	Located in Lot 4, Block B
6533	<i>Carya illinoensis</i>	Pecan	4.5	19	45	Good	Protected		Remove			X			0		3	Located in Lot 5, Block B
6534	<i>Carya illinoensis</i>	Pecan	4.5	12	25	Poor	Protected		Remove			X	X		0		0	Located in Lot 5, Block B, no mitigation poor health
6535	<i>Carya illinoensis</i>	Pecan	3.0	24	60	Fair	Protected		Remove	X					0		3	Located in proposed ROW
6536	<i>Carya illinoensis</i>	Pecan	4.5	19	30	Fair	Protected		Remove			X			0		3	Located in Lot 5, Block B
6537	<i>Carya illinoensis</i>	Pecan	3.0	25	50	Fair	Protected	Specimen	Remain			X		5	15		0	Located in Lot 6, Block B
6538	<i>Carya illinoensis</i>	Pecan	2.0	12	15	Fair	Protected		Remove			X			0		3	Located in Lot 5, Block B
6539	<i>Carya illinoensis</i>	Pecan	3.0	18	35	Fair	Protected		Remove			X			0		3	Located in Lot 5, Block B
6540	<i>Carya illinoensis</i>	Pecan	4.0	13	30	Fair	Protected		Remove			X			0		3	Located in Lot 5, Block B
6541	<i>Carya illinoensis</i>	Pecan	4.5	18	30	Fair	Protected		Remove			X			0		3	Located in Lot 5, Block B
6546	<i>Carya illinoensis</i>	Pecan	3.0	28	35	Fair	Protected	Specimen	Remove			X			0	2	56	Located in Lot 13, Block B
6547	<i>Carya illinoensis</i>	Pecan	4.5	29	35	Fair	Protected	Specimen	Remove			X			0	2	58	Located in Lot 13, Block B
6548	<i>Carya illinoensis</i>	Pecan	4.5	22	25	Fair	Protected		Remove			X			0		3	Located in Lot 13, Block B
6549	<i>Carya illinoensis</i>	Pecan	4.0	25	45	Good	Protected	Specimen	Remove			X			0	2	50	Located in Lot 19, Block A
6550	<i>Carya illinoensis</i>	Pecan	2.0	30	55	Good	Protected	Specimen	Remove			X			0	2	60	Located in Lot 19, Block A
6561	<i>Carya illinoensis</i>	Pecan	4.5	24	55	Poor	Protected		Remove	X			X		0		0	Located in proposed ROW, no mitigation poor health
6562	<i>Fraxinus pennsylvanica</i>	Ash-Green	4.5	13	25	Good	Protected		Remove	X					0		3	Located in proposed ROW
6563	<i>Quercus virginiana</i>	Oak-Live	4.5	15	25	Fair	Protected		Remove	X					0		3	Located in proposed ROW
6570 A	<i>Quercus marilandica</i>	Oak-Blackjack	4.5	13	35	Fair	Protected		Remove			X			0		3	Located in Lot 28, Block B
6570 B	<i>Quercus marilandica</i>	Oak-Blackjack	4.5	11	35	Fair	Protected		Remove			X			0		3	Located in Lot 28, Block B
6573	<i>Ulmus americana</i>	Elm-American	4.0	33	55	Fair	Protected	Specimen	Remove			X			0	2	66	Located in Lot 28, Block B
6575	<i>Quercus marilandica</i>	Oak-Blackjack	4.5	19	30	Good	Protected	Specimen	Remove	X					0	2	38	Located in proposed ROW
6576	<i>Ulmus americana</i>	Elm-American	4.5	23	40	Fair	Protected		Remove	X					0		0	Located in existing ROW of Waketon Road
6582	<i>Quercus muehlenbergii</i>	Oak-Chinquapin	4.0	6	10	Good	Protected		Remove			X			0		3	Located in Lot 1, Block B
6584	<i>Ilex vomitoria</i>	Yaupon	2.0	13	15	Good	Protected	Specimen	Remain			X		3	9		0	Located in Lot 7, Block B
6585	<i>Ilex vomitoria</i>	Yaupon	2.0	10	15	Good	Protected		Remove			X			0		3	Located in Lot 7, Block B
6597	<i>Quercus shumardii</i>	Oak-Shumard	4.5	7	20	Good	Protected		Remove	X					0		3	Located in proposed ROW
6600	<i>Quercus stellata</i>	Oak-Post	4.5	22	55	Good	Protected	Specimen	Remove			X			0	2	44	Located in Lot 7, Block B
6602	<i>Carya illinoensis</i>	Pecan	4.5	6	35	Good	Protected		Remain			X		1	3		0	Located in Lot 4, Block B
6603	<i>Carya illinoensis</i>	Pecan	4.5	6	20	Fair	Protected		Remain			X		1	3		0	Located in Lot 4, Block B
6608	<i>Ulmus americana</i>	Elm-American	4.5	8	25	Fair	Protected		Remove			X			0		3	Located in Lot 4, Block B
6615	<i>Ulmus americana</i>	Elm-American	4.5	11	25	Fair	Protected		Remove			X			0		3	Located in Lot 15, Block B
6619	<i>Carya illinoensis</i>	Pecan	4.5	18	35	Good	Protected		Remain			X		1	3		0	Located in Lot 15, Block B
6620	<i>Carya illinoensis</i>	Pecan	3.0	7	15	Fair	Protected		Remove			X			0		3	Located in Lot 15, Block B
6621	<i>Carya illinoensis</i>	Pecan	3.0	12	25	Poor	Protected		Remove			X	X		0		0	Located in Lot 15, Block B, no mitigation poor health
6628	<i>Carya illinoensis</i>	Pecan	4.5	7	15	Fair	Protected		Remain			X		1	3		0	Located in Lot 20, Block A
6632	<i>Carya illinoensis</i>	Pecan	4.5	6	10	Good	Protected		Remain		X				0		0	Exists in Landscape Buffer
6633	<i>Ulmus americana</i>	Elm-American	4.5	13	20	Good	Protected		Remain		X				0		0	Exists in Landscape Buffer
6634	<i>Ulmus americana</i>	Elm-American	3.0	14	25	Fair	Protected		Remain		X				0		0	Exists in Landscape Buffer
6635	<i>Ulmus americana</i>	Elm-American	4.5	8	20	Fair	Protected		Remain		X				0		0	Exists in Landscape Buffer
6639	<i>Carya illinoensis</i>	Pecan	4.5	11	20	Good	Protected		Remove			X			0		3	Located in Lot 8, Block B
6667	<i>Bumelia languinosa</i>	Chittamwood	4.5	6	10	Fair	Protected		Remain			X		1	3		0	Located in Lot 28, Block B
														19	57		854	
																	57	TOTAL MITIGATION CREDITS (INCHES)
																	797	TOTAL MITIGATION INCHES REQUIRED



landscape architecture
PO Box 38415
Dallas, Texas 75238
972.855.8705



client
Toll Southwest LLC
Mike Boswell
2555 SW Grapevine Parkway,
Suite 100
Grapevine, TX 76051

DIXON TRACT
TOWN OF FLOWER MOUND
DENTON COUNTY, TX

issue
05.10.2021 City Submittal
07.12.2021 City Submittal
09.27.2021 City Submittal

revisions
△

title

Tree Inventory

project number 210002

date 09/27/2021

sheet



TOWN COUNCIL AGENDA ITEM NO. 19

REGULAR ITEM

DATE: November 15, 2021

FROM: Poornima Kashyap, Principal Planner

ITEM: **Public Hearing to consider an ordinance amending the zoning (Z21-0004- Sethi Property – Waketon Road) from Agricultural District (A) uses to Single-Family District-15 (SF-15) uses. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its November 8, 2021 meeting.)**



SUMMARY DATA:

- Size – 3.99 acres
- Proposed Zoning – SF-15 (Single-Family District – 15, minimum 15,000 sf lots)
- Proposed Density – Low Density Residential, as designated in the Master Plan
- SMARTGrowth – Passed
- Traffic Analysis – Passed, based on the TA, traffic generated is not anticipated to exceed the 5% threshold.
- Exceptions – None requested
- Incentives – N/A

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. During deliberation, P&Z discussed the drainage issue in this area and the possibility of cut-through traffic when Windridge Lane is fully developed.

ATTACHMENTS:

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

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

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

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, "LAND DEVELOPMENT REGULATIONS," OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 3.99 ACRES OF LAND SITUATED IN THE EDWIN MARSH SURVEY, ABSTRACT NUMBER 834, FROM AGRICULTURAL DISTRICT (A) USES TO SINGLE FAMILY RESIDENTIAL DISTRICT-15 (SF-15) 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; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as 3.99 acres of land situated in the Edwin Marsh Survey, Abstract No. 834, Denton County, Texas, have filed an application to change the zoning from Agricultural District (A) uses to Single Family Residential District-15 (SF-15) uses; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on November 8, 2021, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on November 15, 2021, 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:

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:

3.99 acres of land situated in the Edwin Marsh Survey, Abstract No. 834, Denton County, Texas, and more fully described in Exhibit "A" hereto.

Single Family Residential District-15 (SF-15) 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.

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 15TH DAY OF NOVEMBER 2021.

APPROVED:

Derek France, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**

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.

EXHIBIT "A" - LEGAL DESCRIPTION

Legal Description for Zoning
2600 Waketon
Town of Flower Mound
Denton County, Texas

METES AND BOUNDS
3.997 ACRES

BEING all that certain lot, tract, or parcel of land, situated in the Edwin Marsh Survey, Abstract Number 834, Denton County, Texas, being a certain tract of land, described by deed to Manesh Sethi & Megan Pearce, recorded in Document Number 2019-69729, Deed Records, Denton County, Texas, and being more particularly described as follows:

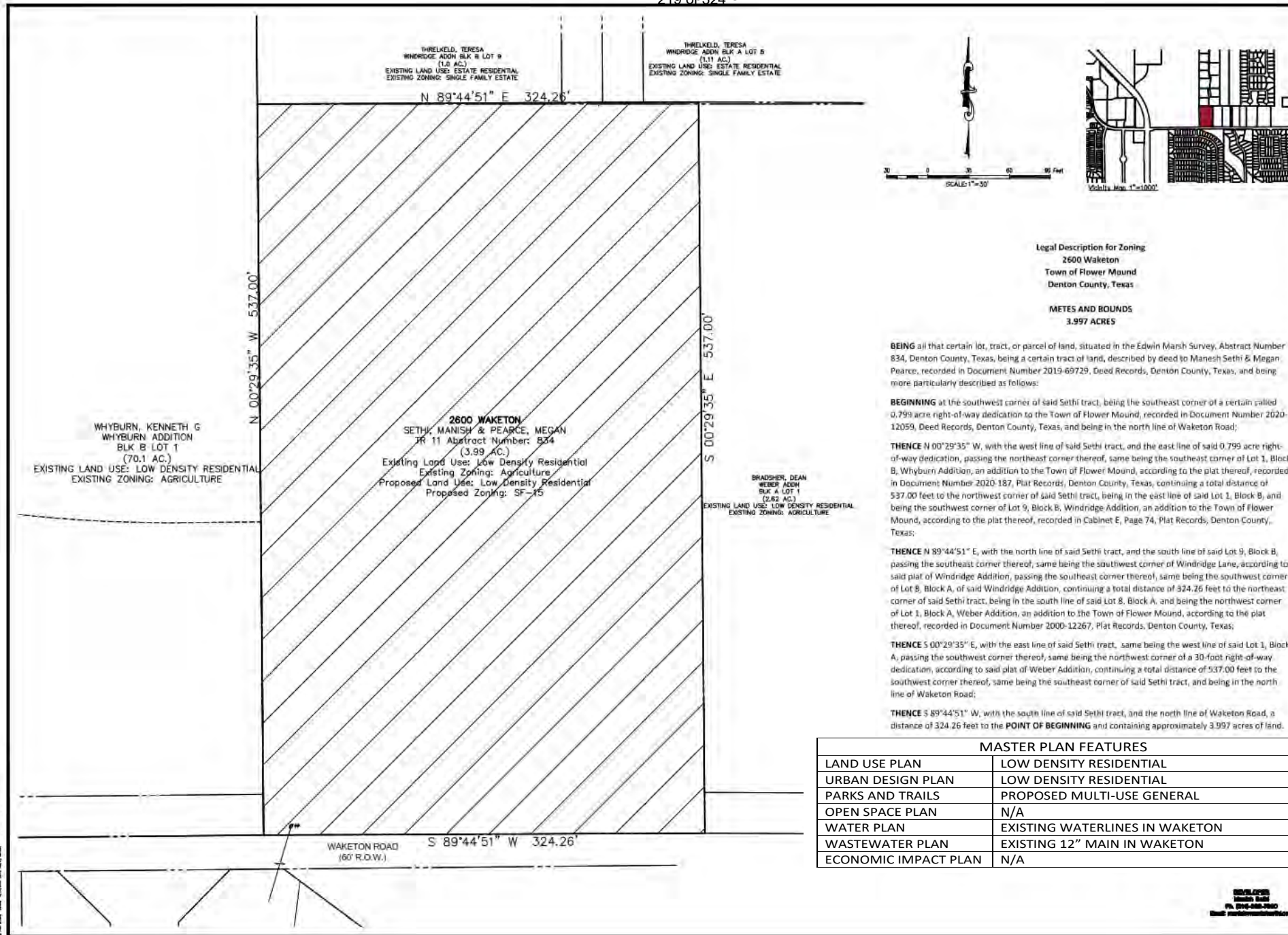
BEGINNING at the southwest corner of said Sethi tract, being the southeast corner of a certain called 0.799 acre right-of-way dedication to the Town of Flower Mound, recorded in Document Number 2020-12059, Deed Records, Denton County, Texas, and being in the north line of Waketon Road;

THENCE N 00°29'35" W, with the west line of said Sethi tract, and the east line of said 0.799 acre right-of-way dedication, passing the northeast corner thereof, same being the southeast corner of Lot 1, Block B, Whyburn Addition, an addition to the Town of Flower Mound, according to the plat thereof, recorded in Document Number 2020-187, Plat Records, Denton County, Texas, continuing a total distance of 537.00 feet to the northwest corner of said Sethi tract, being in the east line of said Lot 1, Block B, and being the southwest corner of Lot 9, Block B, Windridge Addition, an addition to the Town of Flower Mound, according to the plat thereof, recorded in Cabinet E, Page 74, Plat Records, Denton County, Texas;

THENCE N 89°44'51" E, with the north line of said Sethi tract, and the south line of said Lot 9, Block B, passing the southeast corner thereof, same being the southwest corner of Windridge Lane, according to said plat of Windridge Addition, passing the southeast corner thereof, same being the southwest corner of Lot 8, Block A, of said Windridge Addition, continuing a total distance of 324.26 feet to the northeast corner of said Sethi tract, being in the south line of said Lot 8, Block A, and being the northwest corner of Lot 1, Block A, Weber Addition, an addition to the Town of Flower Mound, according to the plat thereof, recorded in Document Number 2000-12267, Plat Records, Denton County, Texas;

THENCE S 00°29'35" E, with the east line of said Sethi tract, same being the west line of said Lot 1, Block A, passing the southwest corner thereof, same being the northwest corner of a 30-foot right-of-way dedication, according to said plat of Weber Addition, continuing a total distance of 537.00 feet to the southwest corner thereof, same being the southeast corner of said Sethi tract, and being in the north line of Waketon Road;

THENCE S 89°44'51" W, with the south line of said Sethi tract, and the north line of Waketon Road, a distance of 324.26 feet to the **POINT OF BEGINNING** and containing approximately 3.997 acres of land.



2600 WAKETON
TRACT 11, ABSTRACT 834
3.99 Acres

In the
EDWIN MARSH SURVEY, ABSTRACT NO. 834
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

**LOW DENSITY
ZONING EXHIBIT**

PRELIMINARY PLANS
THIS DOCUMENT IS FOR
INTERIM REVIEW AND IS
NOT INTENDED FOR
CONSTRUCTION, RECORDING,
OR FINANCIAL PURPOSES.
THE JOHN R. MCADAMS
COMPANY, INC.
TSP# 19762
JOSHUA W. BARTON
P.E. #20217
DATE 8/13/2021

Drawn By: JWB
Check: JWB
Reviewed: JWB
Date: 8/13/2021
Scale: 1"=300'

310586

ZE

MASTER PLAN FEATURES	
LAND USE PLAN	LOW DENSITY RESIDENTIAL
URBAN DESIGN PLAN	LOW DENSITY RESIDENTIAL
PARKS AND TRAILS	PROPOSED MULTI-USE GENERAL
OPEN SPACE PLAN	N/A
WATER PLAN	EXISTING WATERLINES IN WAKETON
WASTEWATER PLAN	EXISTING 12" MAIN IN WAKETON
ECONOMIC IMPACT PLAN	N/A

8/13/2021
John R. McAdams
P.E. #20217
817-455-1880
www.jrmc.com



TOWN COUNCIL AGENDA ITEM NO. 20

REGULAR ITEM

DATE: November 15, 2021

FROM: Claire Barnes, Planner

ITEM: Public Hearing to consider an ordinance amending the zoning (Z21-0006 – Caldwell Court) from Agricultural District (A) to Single Family District-10 (SF-10). The property is generally located east of Morriss Road and north of Cortadera Street. (*The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its November 8, 2021 meeting.*)



SUMMARY DATA:

- Size – 5.395 acres
- Proposed Zoning – SF-10 (Single-Family District – 10, minimum 10,000 sf lots)
- Proposed Density – Medium Density Residential, as designated on the Master Plan
- SMARTGrowth – Passed
- Traffic Analysis – Passed, based on the TA, traffic generated is not anticipated to exceed the 5% threshold.
- Exceptions – None requested
- Incentives – N/A

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. During deliberation, P&Z discussed potential access challenges for the site. This site was also identified in the Infill Site Inventory booklet Council discussed at the 2021 Strategic Planning Session.

ATTACHMENTS:

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

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

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

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, "LAND DEVELOPMENT REGULATIONS," OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 5.4 ACRES OF LAND SITUATED IN THE JESSE EADS SURVEY, ABSTRACT NUMBER 391, 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; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as 5.4 acres of land situated in the Jesse Eads Survey, Abstract No. 391, 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 November 8, 2021, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on November 15, 2021, 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:

SECTION 1

That Subpart B, "Land Development Regulations," of the Code of Ordinances of the Town of Flower Mound, Texas, as amended, is hereby amended on the hereinafter described property and area as shown below:

5.4 acres of land situated in the Jesse Eads Survey, Abstract No. 391, Town of Flower Mound, 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 Director of Planning 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.

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 15TH DAY OF NOVEMBER, 2021.

APPROVED:

Derek France, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**

EXHIBIT "A" – PROPERTY DESCRIPTION

Being a 5.40 acre tract or parcel of land situated in the Jesse Eads Survey, Abstract Number 391 in the Town of Flower Mound, Denton County, Texas and being a portion of a called 29.98 acre tract of land described in the deed to Caldwell Living Trust, recorded in Document Number 96-R0035820 of the Real Property Records of Denton County, Texas and being more particularly described by metes and bounds as follows:

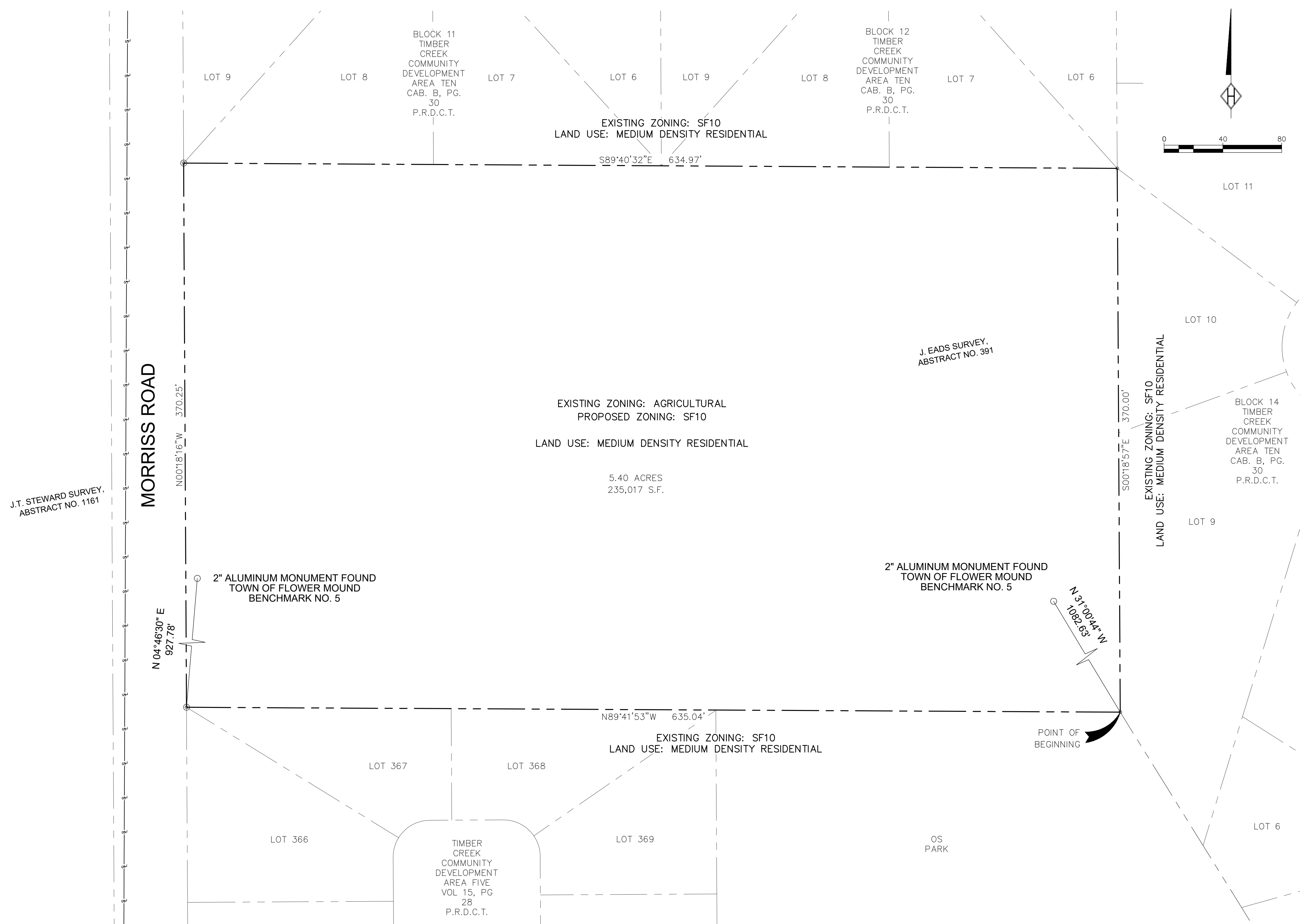
BEGINNING at a 1/2" iron rod found at the Southwest corner of Lot 9, Block 14 of Timber Creek Community Development Area Ten, an addition to the Town of Flower Mound, recorded in Cabinet B, Page 30 of the Plat Records of Denton County, Texas and being in the North line of Timber Creek Community Development Area Five an addition to the Town of Flower Mound, recorded in Cabinet K, Page 33 of the Plat Records of Denton County, Texas;

THENCE North 89°41'53" West, with the North line of said Timber Creek Community Development Area Five, a distance of 635.04 feet to a capped 1/2" iron rod stamped "EAGLE SURVEYING" set at the Northwest corner of Lot 367 of said Timber Creek Community Development Area Five and being in the East right-of-way of Morris Road;

THENCE North 00°18'16" West, with the East right-of-way of said Morris Road, a distance of 370.25 feet to a 1/2" iron rod found at the Southwest corner of Lot 8, Block 11 of said Timber Creek Community Development Area Ten;

THENCE South 89°40'32" East, with the South line of Block 11 and Block 12 of said Timber Creek Community Development Area Ten, a distance of 634.97 feet to a 2" metal fence post found at the Southeast corner of said Block 12;

THENCE South 00°18'57" East, with the West line of said Block 14, a distance of 370.00 feet to the **POINT OF BEGINNING** and containing 5.40 acres of land more or less.



MASTER PLAN FEATURES	
LAND USE PLAN	SINGLE FAMILY MEDIUM DENSITY RESIDENTIAL
URBAN DESIGN PLAN	DOES NOT APPLY
PARKS AND TRAILS	EXISTING MULTIUSE TRAIL IN MORRISS ROAD RIGHT-OF-WAY
OPEN SPACE PLAN	NOT IN A CONSERVATION DEVELOPMENT
THOROUGHFARE PLAN	MORRISS ROAD – URBAN MINOR ARTERIAL
WATER PLAN	8 INCH WATER LINE LOCATED ON THE WEST SIDE OF MORRISS ROAD
WASTEWATER PLAN	8 INCH SANITARY SEWER LINE LOCATED ON THE NORTH SIDE OF CORTADERA STREET

ZONING TABLE		
EXISTING ZONING: AGRICULTURAL (A)		
PROPOSED ZONING: SINGLE FAMILY 10 (SF-10)		
	REQUIRED	PROVIDED
MINIMUM LOT AREA:	10,000 SF	10,000 SF
MINIMUM LOT WIDTH:	70 FT	70 FT
MINIMUM FRONT YARD:	25 FT	25 FT
MINIMUM SIDE YARD:	10 FT	10 FT
MINIMUM REAR YARD:	25 FT	25 FT
MAXIMUM LOT COVERAGE:	40%	40%
MINIMUM FLOOR AREA:	1,800 SF	1,800 SF
MAXIMUM HEIGHT:	3 STORIES OR 35 FT	3 STORIES OR 35 FT

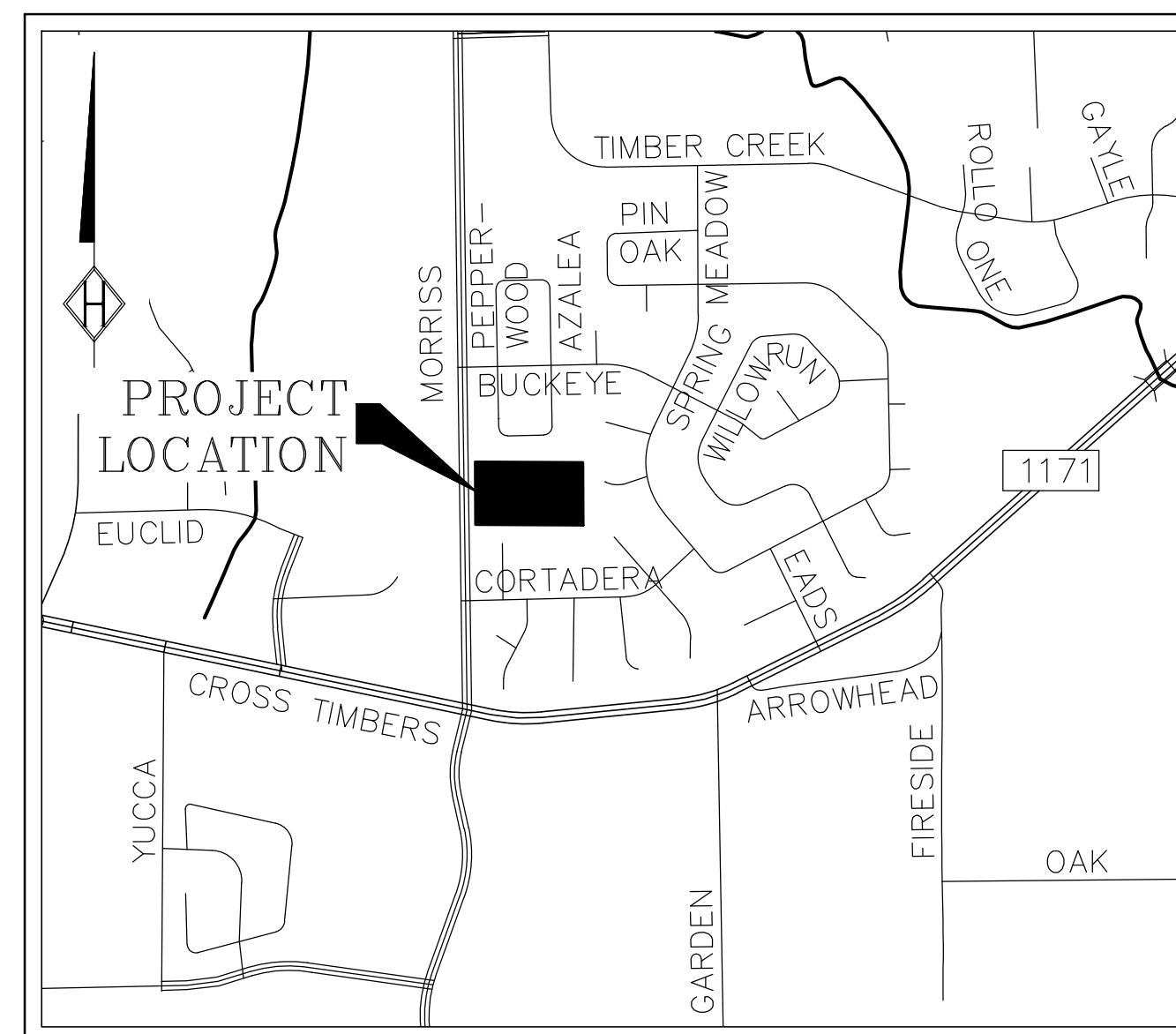
PROPERTY OWNER
CALDWELL LIVING TRUST
9814 SW 112TH ST
VASHON, WASHINGTON 98070
CONTACT: JANA CALDWELL

DEVELOPER
LAND SUPPLY ASSOCIATES, LLC
PO BOX 271073
FLOWER MOUND, TEXAS 75027
CONTACT: JACK OPPEL
PHONE: 972-539-0459

ENGINEER
HOMEYER ENGINEERING, INC
PO BOX 294527
LEWISVILLE, TEXAS 75029
CONTACT: STEVEN R. HOMEYER, PE
PHONE: 972-906-9985

PRELIMINARY PLANS

THIS DOCUMENT IS FOR INTERIM
REVIEW AND IS NOT INTENDED FOR
CONSTRUCTION, BIDDING OR PERMIT
PURPOSES.
STEVEN R. HOMEYER, PE # 86942
DATE: 11/11/2021



VICINITY MAP
SCALE: 1"=1000'

LEGAL DESCRIPTION

BEING A 5.40 ACRE TRACT OR PARCEL OF LAND SITUATED IN THE JESSE EADS SURVEY, ABSTRACT NUMBER 391 IN THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 29.98 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO CALDWELL LIVING TRUST, RECORDED IN DOCUMENT NUMBER 96-R0035820 OF THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND AT THE SOUTHWEST CORNER OF LOT 9, BLOCK 14 OF TIMBER CREEK COMMUNITY DEVELOPMENT AREA TEN, AN ADDITION TO THE TOWN OF FLOWER MOUND, RECORDED IN CABINET B, PAGE 30 OF THE PLAT RECORDS OF DENTON COUNTY, TEXAS AND BEING IN THE NORTH LINE OF TIMBER CREEK COMMUNITY DEVELOPMENT AREA FIVE AN ADDITION TO THE TOWN OF FLOWER MOUND, RECORDED IN CABINET K, PAGE 33 OF THE PLAT RECORDS OF DENTON COUNTY, TEXAS;

THENCE NORTH 89°41'53" WEST, WITH THE NORTH LINE OF SAID TIMBER CREEK COMMUNITY DEVELOPMENT AREA FIVE, A DISTANCE OF 635.04 FEET TO A CAPPED 1/2" IRON ROD STAMPED "EAGLE SURVEYING" SET AT THE NORTHWEST CORNER OF LOT 367 OF SAID TIMBER CREEK COMMUNITY DEVELOPMENT AREA FIVE AND BEING IN THE EAST RIGHT-OF-WAY OF MORRIS ROAD;

THENCE NORTH 00°18'16" WEST, WITH THE EAST RIGHT-OF-WAY OF SAID MORRIS ROAD, A DISTANCE OF 370.25 FEET TO A 1/2" IRON ROD FOUND AT THE SOUTHWEST CORNER OF LOT 8, BLOCK 11 OF SAID TIMBER CREEK COMMUNITY DEVELOPMENT AREA TEN;

THENCE SOUTH 89°40'32" EAST, WITH THE SOUTH LINE OF BLOCK 11 AND BLOCK 12 OF SAID TIMBER CREEK COMMUNITY DEVELOPMENT AREA TEN, A DISTANCE OF 634.97 FEET TO A 2" METAL FENCE POST FOUND AT THE SOUTHEAST CORNER OF SAID BLOCK 12;

THENCE SOUTH 00°18'57" EAST, WITH THE WEST LINE OF SAID BLOCK 14, A DISTANCE OF 370.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.40 ACRES OF LAND MORE OR LESS.

CALDWELL COURT
5.40 ACRES
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

ZONING EXHIBIT

DRAWN: SRH

DATE: 10/10/19

HEI #: 19-1001

SHEET NO:
Z1

HOMER
ENGINEERING, INC.
TBE FIRM REGISTRATION NO. F-8440
P.O. BOX 294527 • LEWISVILLE • TEXAS • 75029
972-906-9985 PHONE • 972-906-9987 FAX
WWW.HEI.US.COM



TOWN COUNCIL AGENDA ITEM NO. 21

REGULAR ITEM

DATE: November 15, 2021

FROM: Matthew J. Hotelling, P.E., PTOE, ADAC, Senior Engineering Transportation Manager

ITEM: **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 limit of streets within the Town of Flower Mound to 25 mph. (*The Transportation Commission recommended approval by a vote of 5 to 1 at its October 13, 2020, meeting.*)**

BACKGROUND INFORMATION: The Transportation Commission (TRC) has reviewed and made recommendations on several residential speed limits across Town. To date, only one street was ever removed from the list of streets being recommended for conversion to 25 mph. As more and more streets are being converted, a work session item was brought forward to the TRC in August of 2020. Based on the feedback from the TRC at the August 2020 meeting, a regular item was brought forward to the TRC in October of 2020. The agenda item for the October 2020, meeting is attached as Attachment 1. The discussion from both of those meetings can be found at: <https://flowermoundtx.swagit.com/play/08112020-1770> (Item F3, August 2020) and <https://flowermoundtx.swagit.com/play/10132020-1361> (Item I2, October 2020) respectively. The delay in bringing this item before Town Council is that the Texas State Legislature (TSL) had a bill introduced that would have effectively done the same thing as this request by changing the prima facie speed limit as set by state law to 25 mph thus removing the need for the Town Council to act on this measure. The TSL had discussed this bill but did not ultimately pass the bill for the Governor to sign. Therefore, this measure is coming before the Town Council for action.

When HB 87 of the 79th TSL was signed into law in 2006, it required the governing body to determine where the 30 mph prima facie speed limit was either unreasonable or unsafe. In December 2006, Town Council determined that locations within 1/4 mile of a school or major street construction project was the area that the 30 mph speed limit was either unreasonable or unsafe. In June of 2010, Town Council approved Resolution 12-10 which allows for exceptions to this policy and allowed neighborhoods outside of those 1/4 mile boundaries to request a reduction in speed limit. As recently as last month, August 2021, Town Council has had an agenda item requesting an exception request to the Town's speed limit policy as set forth in Resolution 12-10 for the Edgewood Subdivision. Currently, in the Town's Code of Ordinances under Chapter 66, Article V, Section 66-211, the maximum prima facie speed limit is set at 30 mph (current state prima facie speed limit) except on the designated streets in that section where a higher or lower speed limit was determined to be reasonable and safe. Examples of speed limits that are lower are certain residential streets that have very narrow pavement widths and large bar ditches on either side of the street making the situation unsafe to change the speed limit from the existing 20 mph. Examples of higher speed limits are FM 2499 (Long Prairie Road) which portions are set at 45 mph. Those type of streets would not change with this agenda item.

BOARD REVIEW/CITIZEN FEEDBACK: TRC recommended a change in the Resolution for the residential speed limit policy to allow for the speed limit to be raised to the state law prima facie speed limit. This change is included as part of a separate agenda item at this meeting. Additionally, the TRC had asked staff to look at various non-Thoroughfare or non-commercial streets that would not be recommended to be lowered to 25 mph. While the majority of streets not classified as a Thoroughfare street or a commercial street, would be recommended to be changed to 25 mph, there are a minority of streets such as Dunham Rd, Haynes Rd, USACE streets, and a number of others listed in the proposed ordinance in addition to those that are already in Chapter 66-214 would remain at either 30 mph or their current speed limit.

ALTERNATIVES/OPTIONS: Leave current policy in place and streets at their current speed limits

FISCAL IMPACT: The subdivisions would, over time, be changed as maintenance of the existing signs are completed.

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

ATTACHMENTS:

1. Excerpt from the October 13, 2020 TRC packet
2. Draft Town wide Speed Limit Ordinance

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



TRANSPORTATION COMMISSION AGENDA ITEM NO. 2

REGULAR ITEM

DATE: October 13, 2020

FROM: Matthew J. Hotelling, P.E., PTOE, ADAC, Traffic Engineer

ITEM: **Consider a recommendation to Town Council regarding Converting all Residential Streets to a Speed Limit of 25 mph with Exceptions for Streets Not Currently Set at the State Law Prima Facie Speed Limit**

BACKGROUND INFORMATION: During the August 2020, Transportation Commission (TRC) meeting, a work session item was brought forward for feedback and discussion regarding the potential to convert all residential streets to a speed limit of 25 mph. The general feedback from that TRC meeting was that this item was favorable for consideration as a regular item at a future TRC meeting. A video of that meeting can be found at the following link: <https://flowermoundtx.swagit.com/play/08112020-1770>, Item F3. The work session packet from the August 2020 TRC meeting can be found in Attachment 1.

If recommended, this would require a modification to the Town's existing policy on establishing 25 mph speed limits on residential streets. If recommended, this change would require final action by Town Council and require a change to the Town's Code of Ordinances.

Additional Information:

The additional information that the TRC requested for this meeting was as follows:

- Percentage of streets already converted
- Relationship of Vehicle Speed and Pedestrian Injuries
- Crash information where speed was a factor on residential streets
 - o Analysis on before/after street was converted

Percentage of Streets Converted

The percentage of streets already converted is approximately 18.5% of the eligible residential streets have been converted to 25 mph. When street were being converted shortly after the state law allowed for streets to be arbitrarily set at 25 mph, the Town was converting streets one by one instead of subdivision by subdivision. As a result of converting streets one by one, some neighborhoods were done where the entrance streets were converted however, the interior streets were not. This method of conversion created streets that are implied to be converted to 25 mph but were not changed by ordinance. If those implied streets are counted in the number of converted streets the percentage climbs to approximately 22.5%. These percentages do not take into account private streets or private access aisles that have been named. A vicinity map showing both streets with speed limits of 25 mph or less along with the implied speed limit can be found in Attachment 2.

Relationship of Vehicle Speed and Pedestrian Injury

Common sense indicates that a higher rate of speed leads to a higher risk of serious injury or death. Based on the National Highway Traffic Safety Administration, the risk of death at 20 mph is about

5%. For 30 mph, the risk jumps to about 40%. For 40 mph, the risk again jumps to about 80%. For 50+ mph, the risk is nearly 100%. Therefore, lowering the speed limit to 25 mph would allow for a lower risk of serious injury or death cause by a vehicle/pedestrian collision. Another factor in the relationship to vehicle speed and pedestrian injury is the age of the pedestrian. The older the pedestrian is relates to a higher risk of serious injury or death. These risk factors are approximately double for a pedestrian that is over the age of 70 years old.

Crash information where speed was a contributing factor

The crashes reported by the Police Department were compiled from 2017 through September 2020. A vicinity map showing the location of these crashes can be found in Attachment 2. The crashes were filtered using the following contributing factors: Failure to control speed; Unsafe speed; and Speeding – over the limit. Once these crashes were compiled, the data was further filtered by removing all crashes that took place on a Thoroughfare street according to the Town's Master Thoroughfare Plan. As expected, the majority of the crashes that involved speed were located on the Thoroughfare streets and not the local residential streets. The results based on both of those filters was that there were 25 crashes that involved speed as a contributing factor on local streets. In almost every instance, speed was not the only contributing factor. Other contributing factors included: Defective or no brakes; Disregard stop sign or light; Distraction in vehicle; Driver inattention; Failure to drive in a single lane; Changed lanes when unsafe; Failed to pass to the right safely; Fatigued or asleep; Faulty evasive action; Ill; Had been drinking; Driving under the Influence – Alcohol/Drug; Road Rage; Cell/mobile device use – other; and Other. The following is an aggregate of the contributing factors for all of the crashes.

Contributing factor	Number of Times Cited
Failure to control speed	19
Unsafe speed	5
Speeding – over limit	1
Defective or no brakes	1
Disregard stop sign or light	2
Distraction in vehicle	3
Driver inattention	11
Failure to drive in a single lane	1
Changed lanes when unsafe	1
Failed to pass to the right safely	1
Fatigued or asleep	1
Faulty evasive action	2
Ill	2
Had been drinking	3
Driving under the Influence (Alcohol or Drug)	4
Road rage	1
Cell/mobile device use - other	2
Other	2

Based on these reports, 96% of the drivers were not disobeying the speed limit but were simply driving too fast for the situation. Various factors involved would not be solved by lowering the speed limit. Such factors would be: Under the influence of alcohol/drug, Fatigued or asleep, Road rage, various factors of being distracted in the vehicle or ill.

Of the 25 crashes involving speed, 16 (64%) happened on streets that have not been converted. The remaining 9 (36%) crashes were on converted streets and they all happened after the street was converted.

The injury severity was a majority of non-injury (17 (68%)), 1 (4%) possible injury, 5 (20%) non-incapacitating injury, 1 (4%) incapacitating injury and 1 (4%) fatality. The one fatality was the crash that the only contributing factor was speeding – over the limit and was a single vehicle crash. No crashes involved a pedestrian.

Exceptions

There are a number of streets and for various reason that have been set at a speed limit that is not the state law prima facie speed limit (30 mph). For example, some of these streets are lower than 25 because of the narrowness of the roadway itself coupled with large bar ditches on both side of the roadway that makes the situation unsafe to have the speed limit raised above the existing speed limit. This request for a town wide 25 mph speed limit is not intended to increase the speed limit above the existing speed limit for those streets. There is at least one street that has a speed limit higher than 30 mph. It was set at that speed with an engineering study that indicated that the higher speed limit was appropriate. Again, it is not the intent of this request to lower that speed limit down to 25 mph.

If recommended, the existing speed limit policy would change such that if a neighborhood desired to increase the speed limit back to 30 mph, the neighborhood would need to get an exception and be required to obtain the 2/3 support from the neighborhood. If such an exception is requested, it would come before the TRC for recommendation prior to going to Town Council for final action. This change in the existing speed limit policy would go forward at the same time for Council consideration of the town wide speed limit reduction.

ATTACHMENTS:

1. August 2020 Transportation Commission packet – Work Session Item 3.
2. Vicinity map of converted streets and crash locations

RECOMMENDATION: Move to recommend approval as written in the agenda caption.



TRANSPORTATION COMMISSION AGENDA ITEM NO. 3

WORK SESSION ITEM

DATE: August 11, 2020

FROM: Matthew J. Hotelling, P.E., PTOE, ADAC, Traffic Engineer

ITEM: **Discussion and Feedback on Potential to Convert all Residential Streets to a Speed Limit of 25 mph**

BACKGROUND INFORMATION: During the January 2020, Transportation Commission (TRC) meeting work topics item, the Commissioners were solicited for possible work session items over the upcoming year. One of those requests was to discuss the possibility of converting the residential street across Town to a 25 mph speed limit. This item has been brought to the TRC on 3 previous occasions: March 2010, November 2014 and most recently October 2016. With the exception of the March 2010 meeting, the other two previous meeting videos can be viewed on the Town's website under "Watch Meetings" button and then clicking on the "Other Meetings Archive" link. Videos are stored in chronological order on this page. As of August 6th, these meeting were accessible at button 34 and 23 respectively. The March 2010 meeting was not recorded.

If approved, this would require a modification to the Town's existing policy on establishing 25 mph speed limits on residential streets.

For additional background for this item, the agenda item from October 2016, is attached. If a favorable consensus is reached at this meeting to change the Town's speed limit policy, a regular item will be brought back at a future date for recommendation from TRC to Town Council. This change would require a change to the Town's Code of Ordinances as well and therefore would likely skip a meeting before coming back to the Commission.

ATTACHMENTS:

1. Excerpt from October 2016 Transportation Commission packet – Work Session Item 4.

RECOMMENDATION: The purpose of this item is to provide information to the Transportation Commission and solicit feedback. No Formal Action is required.



TRANSPORTATION COMMISSION AGENDA ITEM NO. 4

WORK SESSION ITEM

DATE: October 11, 2016

FROM: Matthew J. Hotelling, P.E., PTOE, Traffic Engineer

ITEM: **Discussion and Feedback Item for the possible modifications to the Flower Mound policy on establishing 25 mph speed limits on residential streets.**

BACKGROUND INFORMATION: During the 79th Texas Legislative Session, House Bill 87 (HB 87), Attachment 1, was signed into law. This new law provided the authority for altering speed limits on residential streets. HB 87 had the following requirements to allow the speed limit to be altered:

- Not officially designated or marked road on the state highway system
- Street must be less than 35 feet in width
- Parking is allowed on both sides of the street
- Speed limit cannot be set less than 25 mph
- Governing body must determine that the prima facie speed limit is unreasonable or unsafe

During the December 4, 2006, Town Council meeting, a resolution establishing a policy for implementation of 25 mph speed limits on certain streets was approved. Under the policy, a street must:

- Meet HB 87
- Not be classified as a Collector or Arterial on the Master Thoroughfare Plan
- Contain a section within one-quarter (1/4) mile of a school or within one-quarter (1/4) mile of a major street construction project

The current policy, Attachment 2, was taken before the Town Council for review and approved on June 7, 2010. This action provided for an exception process to the 1/4 mile boundaries. To further define this exception process as requested by the Transportation Commission, an affirmative support of 67% for a request to change the speed limit in the exception areas was defined.

In November of 2014, the Transportation Commission (TRC) reviewed this policy. The video from that meeting can be viewed at: <http://flowermoundtx.swagit.com/play/11112014-707 item F2>. The feedback of the TRC was to leave the policy as it is currently written.

Alternatives or Options:

The following paragraphs are options that staff would like for the Transportation Commission to consider as part of this work session. However, the following items cannot be altered based on state law: speed limit cannot be change on official state highways; street width of 35 feet or less; parking restrictions; speed limit less than 25 mph. Therefore, the only portion that can be altered is the definition unreasonable and unsafe.

Alternative 1. Do nothing

The first alternative is to leave the existing policy as written. The existing policy was written with the goal of addressing the concerns associated with traffic near schools and to also address construction-related cut-through traffic. With the increase in pedestrian activity within 1/4 mile of schools and the added vehicular traffic associated around the school and the adjacent neighborhoods, the lowering of the speed limit in these areas was considered a buffer to the already established school zones, while the construction zone buffer was an alternative to other methods that have been employed in the past to discourage the use of

-
-
-
1. 79th Texas Legislative Session, House Bill 87
 2. Current Resolution and Speed Limit Reduction Policy
 3. Current Eligibility Map with 1/4 mile boundaries
 4. Expanded Map with 1/4, 1/3, and 1/2 mile boundaries
 5. Texas Transportation Code 545 regarding speed limits

RECOMMENDATION: The purpose of this item is for discussion and information only. No Formal Action is required.

H.B. No. 87

AN ACT

relating to the authority of a municipality to alter speed limits in an urban district within the municipality.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 545.356, Transportation Code, is amended by adding Subsections (b-1) and (b-2) and amending Subsection (c) to read as follows:

(b-1) Except as provided by Subsection (b-2), the governing body of a municipality, for a highway or a part of a highway in an urban district in the municipality that is not an officially designated or marked highway or road of the state highway system, is 35 feet or less in width, and along which vehicular parking is not prohibited on one or both sides of the highway, may declare a lower speed limit of not less than 25 miles per hour, if the governing body determines that the prima facie speed limit on the highway is unreasonable or unsafe.

(b-2) Subsection (b-1) does not apply to a highway or part of a highway that has four or more lanes used for vehicular travel.

(c) A prima facie speed limit that is altered by the governing body of a municipality under Subsection (b) or (b-1) is effective when the governing body erects signs giving notice of the new limit and at all times or at other times as determined.

SECTION 2. This Act takes effect immediately if it receives a vote of two-thirds of all the members elected to each house, as

H.B. No. 87

1 provided by Section 39, Article III, Texas Constitution. If this
2 Act does not receive the vote necessary for immediate effect, this
3 Act takes effect September 1, 2005.

H.B. No. 87

 President of the Senate

 Speaker of the House

I certify that H.B. No. 87 was passed by the House on March 31, 2005, by the following vote: Yeas 147, Nays 0, 2 present, not voting; and that the House concurred in Senate amendments to H.B. No. 87 on May 13, 2005, by the following vote: Yeas 141, Nays 0, 1 present, not voting.

 Chief Clerk of the House

I certify that H.B. No. 87 was passed by the Senate, with amendments, on May 9, 2005, by the following vote: Yeas 30, Nays 1.

 Secretary of the Senate

APPROVED: _____

Date

 Governor

TOWN OF FLOWER MOUND, TEXAS**RESOLUTION NO. 12-10**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING RESOLUTION 35-06 BY REPEALING THE POLICY ON IMPLEMENTING REDUCED SPEED LIMITS ON CERTAIN RESIDENTIAL STREETS AND ADOPTING A NEW POLICY IMPLEMENTING REDUCED SPEED LIMITS ON CERTAIN RESIDENTIAL STREETS IN CERTAIN NEIGHBORHOODS IN THE TOWN OF FLOWER MOUND.

WHEREAS, the 79th Texas Legislature adopted House Bill 87 amending Section 545.356 of the Texas Transportation Code to allow municipalities to reduce the speed limit on certain types of streets to no less than twenty-five (25) miles per hour if the governing body determines that the prima facie speed limit on the road is unreasonable or unsafe; and

WHEREAS, the Town previously approved Resolution 35-06 which adopted a policy pertaining to establishing 25 mph speed limits on residential streets; and

WHEREAS, the Town desires to establish revised parameters or criteria that may be relied upon by the Town's residents and Town staff to identify the types of roads that may be eligible for a reduction in the prima facie speed limit; and

WHEREAS, the decision regarding whether the prima facie speed limit on a particular road or road segment is either unsafe or unreasonable and should be reduced to no less than twenty-five (25) miles per hour shall fall within the sound discretion of the Town Council, only, and shall be performed on an individual case by case analysis.

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

SECTION 1

All of the above premises are hereby found to be true and correct and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

SECTION 2

Resolution 35-06 and the Town's Policy for Implementing Reduced Speed Limits in Certain Residential Neighborhoods is hereby amended by repealing the existing Policy for Implementing Reduced Residential Speed Limits and a new Policy

Town of Flower Mound
TOWN SECRETARY'S OFFICE
OFFICIAL FILE COPY

RESOLUTION NO. 12-10

PAGE 2

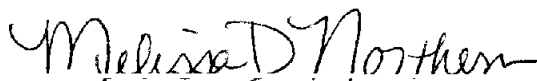
for Implementing Reduced Residential Speed Limits (the "Policy"), which Policy is attached hereto as Exhibit A and incorporated herein by reference for all purposes allowed by law, is hereby adopted as the Town's official statement regarding the eligibility criteria for consideration and the process through which neighborhoods may present certain roads to the Town Council for determination whether the thirty (30) mile per hour prima facie speed limit on a certain road is unreasonable or unsafe and declare a lower speed limit of not less than twenty-five (25) miles per hour.

SECTION 3

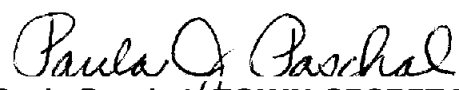
This Resolution shall take effect immediately from and after its adoption and is accordingly so resolved.

PASSED, APPROVED AND ADOPTED THIS THE 7TH DAY OF JUNE, 2010.

APPROVED:


Melissa D. Northern, MAYOR

ATTEST:


Paula Paschal, TOWN SECRETARY

APPROVED AS TO FORM AND LEGALITY:


Terrence S. Welch, TOWN ATTORNEY

TOWN OF NEW BRIDGES
TOWN SECRETARY'S OFFICE
JUN 10 2010

EXHIBIT A**Policy for Implementing Reduced Residential Speed Limits****Purpose and Need**

This policy sets forth the process and eligibility criteria for the implementation of reduced speed limits on certain residential streets. This process focuses these implementations on areas near schools and major roadway construction zones. The policy also establishes an exception process should a particular street not conform to the eligibility criteria.

Introduction and Background

During the 79th Texas Legislature, House Bill 87 was signed into legislation providing authority to municipalities to alter speed limits on residential streets. This law allows municipalities to reduce the speed limit on streets with a width of 35' or less and where parking is not prohibited on one or both sides of the roadway. Further, a municipality would need to declare that the prima facie speed limit on that road is either unsafe or unreasonable. This law does not lower the basic prima facie speed limit which is currently 30 mph.

Responsibility

This policy will be implemented by the Town Manager or designee. Exception requests will be considered by the Transportation Commission for recommendation to the Town Council. Exception requests recommended by the Transportation Commission will be accompanied by an engineering study completed by the Town at the Town's cost. All reductions of neighborhood speed limits will require the approval of the Town Council.

Eligibility

For a street to be eligible for a reduction in speed limit to 25 mph, the street must be less than 35 feet in width, cannot have vehicle parking restrictions on either side of the street, and must meet one of the following location criteria:

- Located within one-quarter mile of a school site as depicted in the attached graphic
- Located within one-quarter mile of a construction zone associated with a major or minor arterial as defined on the Town of Flower Mound Thoroughfare Plan

Exceptions

Streets that do not meet the eligibility criteria can be considered on a case by case basis through the exception process. The request for an exception will include an engineering study to be completed by the Town, will be considered for recommendation by the Transportation Commission, and will be considered for adoption by the Town Council.

Implementation

Requests for reduced speed limits will be reviewed by Town staff for eligibility, or considered for an exception as described above. If the application is determined to meet the requirements, or an exception is recommended by the Transportation Commission, funding availability will be evaluated to determine if the speed limit signs can be installed during the current fiscal year. If funding is available, the request will be presented to the Town Council for consideration. If funding is not available, the neighborhood can choose to fund the cost of the sign materials and hardware or street(s) will be placed on a list of eligible streets to be included in a budget decision package during the next budget process.

Sign Design and Placement

All speed limit signs will meet the requirements contained in the Texas Manual on Uniform Traffic Control Devices. The placement of the speed limit signs will be reviewed determined by staff and coordinated with neighborhood representatives. Typical installations will only include one sign at each end of the neighborhood street, but mid-block signs will be considered on a case-by-case basis.

Town of Flower Mound
TOWN SECRETARY'S OFFICE
OFFICIAL FILE COPY

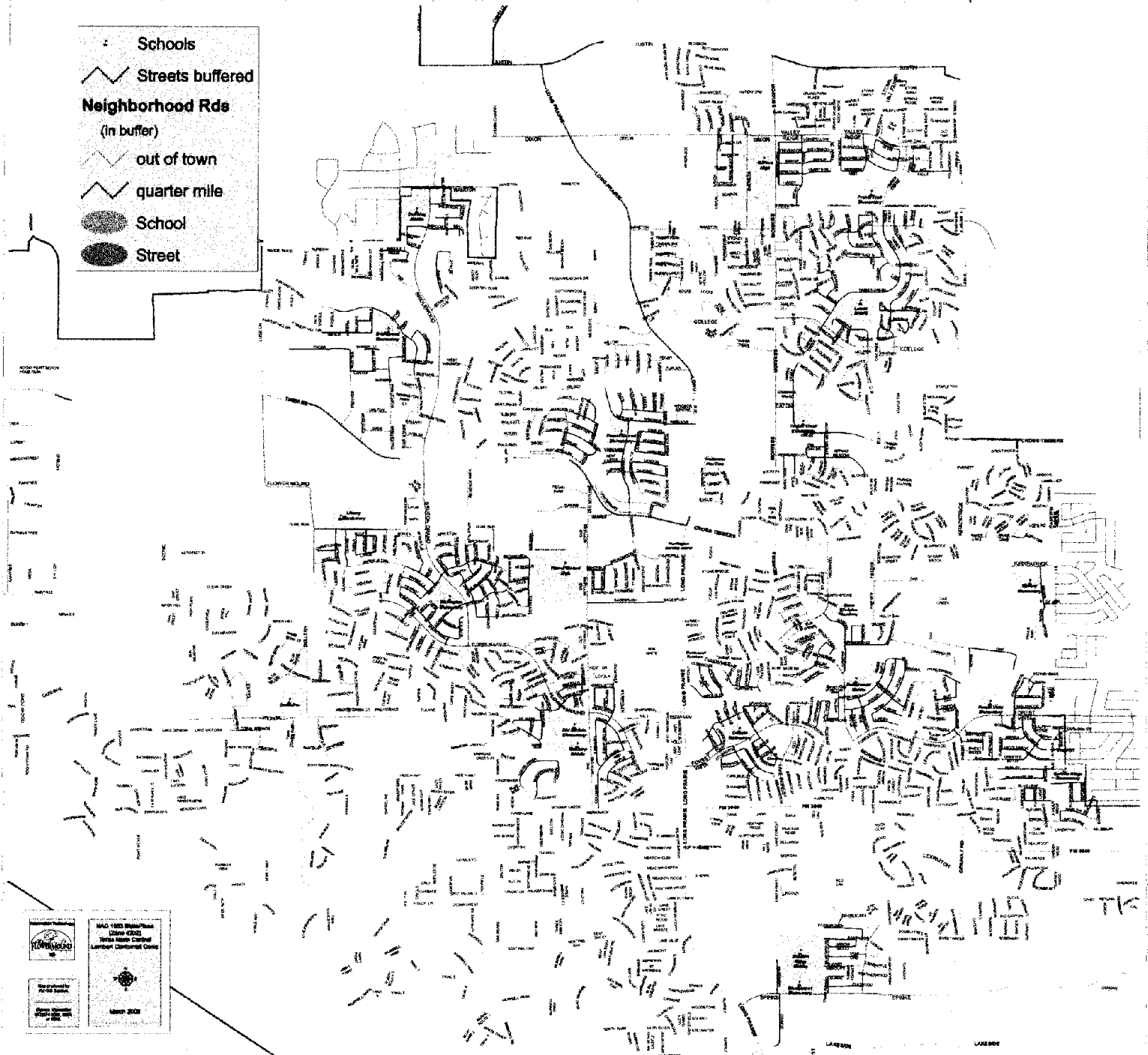
Process

The following provides a summary of the Process for Implementing Reduced Residential Speed Limits. The process is intended to be collaborative in nature, with the neighborhood representatives being stakeholders in the project.

1. Neighborhood contacts staff to request 25 mph speed limits
2. Staff establishes a point of contact for the request and project
3. Staff reviews the request and determines eligibility or directs request through exception process upon request
4. Staff reviews funding eligibility
 - a. If funding available, request is presented to Town Council
 - b. If funding not available:
 - i. Neighborhood funds cost of signs and hardware and request is presented to Town Council
 - ii. Staff submits request as a decision package during next budget process
5. Staff collects speed data prior to installation
6. Staff presents the request to the Town Council for required determination and action
7. If the Town Council declares a lower speed limit of not less than 25 mph for the roadway in question, Staff installs signs posting the speed limit at 25 mph
8. Staff collects speed data on a regular basis to determine effectiveness

Town of Flower Hill
TOWN SECRETARY'S OFFICE
OFFICIAL 9/1/2024

25 mph residential speed limit eligibility coverage



TOWN OF HOWARD RECORD
TOWN SECRETARY'S OFFICE
OFFICIAL FILE COPY



25 mph Residential Speed Limit Eligibility Coverage

LEGEND

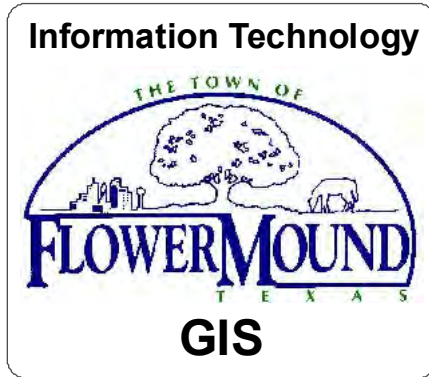
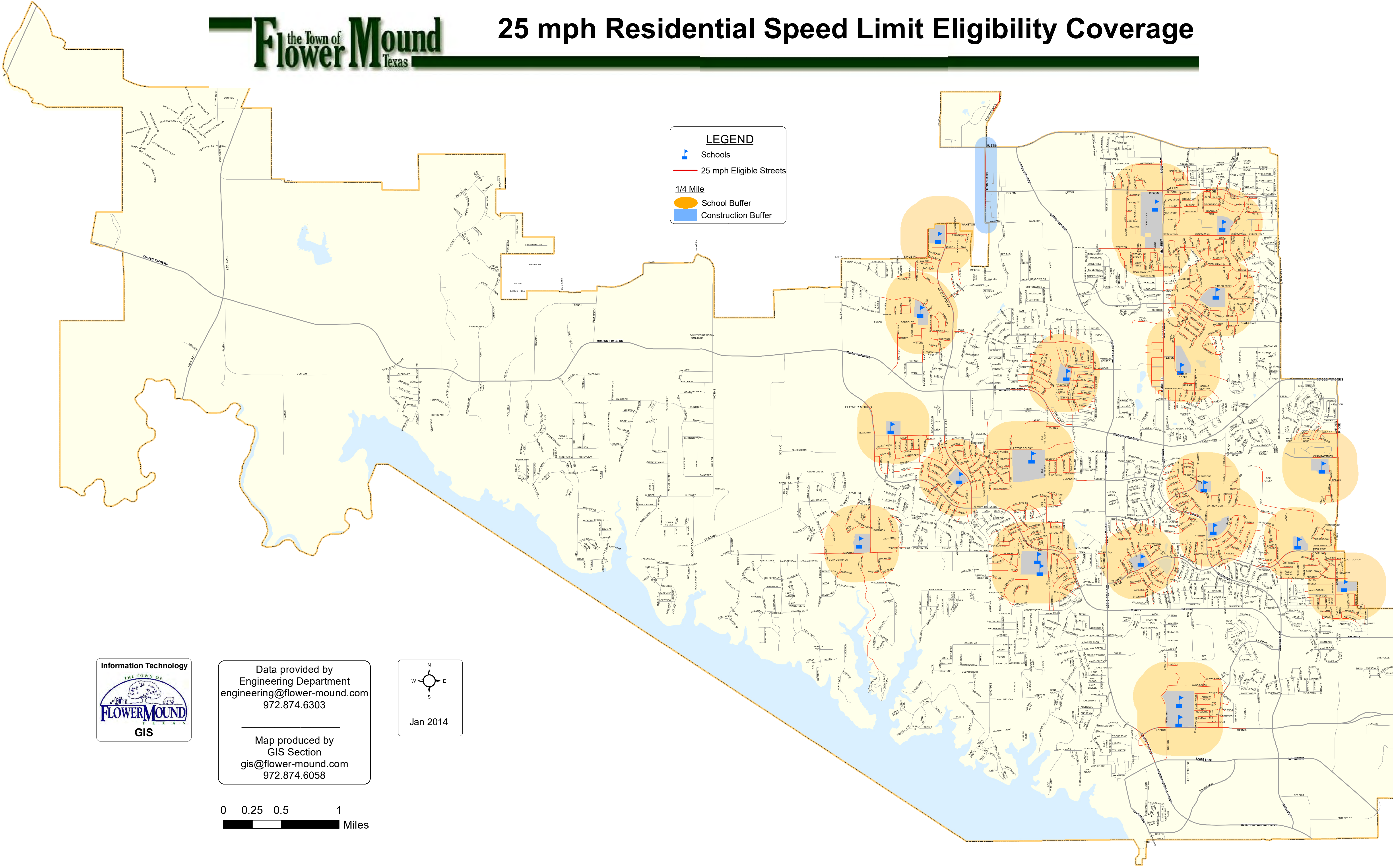
Schools

25 mph Eligible Streets

1/4 Mile

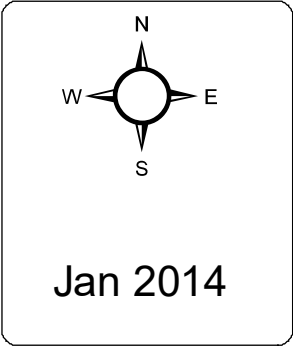
School Buffer

Construction Buffer

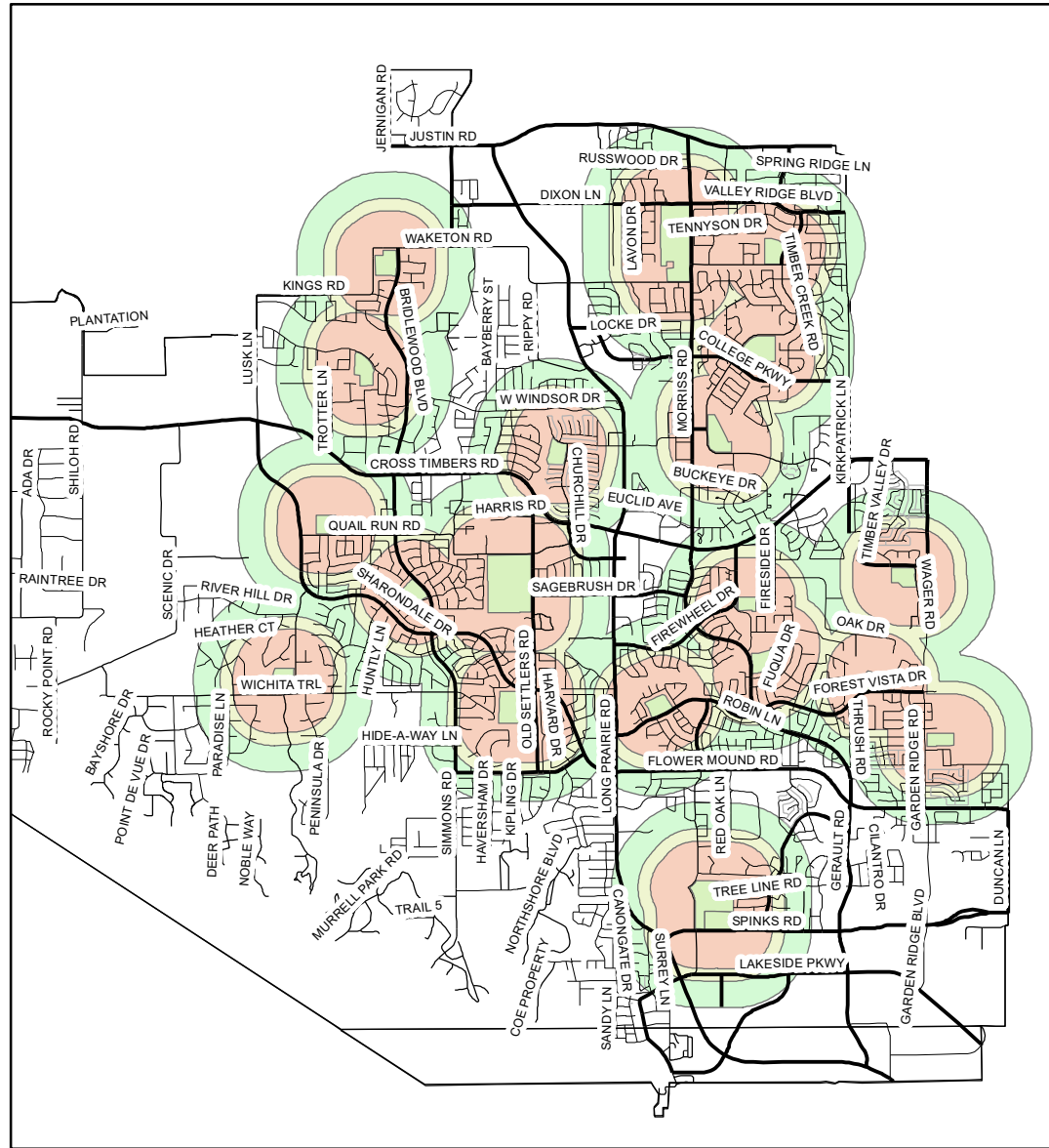


Data provided by
Engineering Department
engineering@flower-mound.com
972.874.6303

Map produced by
GIS Section
gis@flower-mound.com
972.874.6058



0 0.25 0.5 1
Miles



- SchoolProperties
- School1_4milebuffer
- School1_3milebuffer
- School1_2milebuffer

TRANSPORTATION CODE CHAPTER 545. OPERATION AND MOVEMENT OF VEHICLES

Page 1 of 3

Sec. 545.352. PRIMA FACIE SPEED LIMITS. (a) A speed in excess of the limits established by Subsection (b) or under another provision of this subchapter is prima facie evidence that the speed is not reasonable and prudent and that the speed is unlawful.

Text of subsec. (b) as amended by Acts 1999, 76th Leg., ch. 663, Sec. 2 and Acts 1999, 76th Leg., ch. 739, Sec. 1

(b) Unless a special hazard exists that requires a slower speed for compliance with Section 545.351(b), the following speeds are lawful:

(1) 30 miles per hour in an urban district on a street other than an alley and 15 miles per hour in an alley;

(2) 70 miles per hour in daytime and 65 miles per hour in nighttime if the vehicle is a passenger car, motorcycle, passenger car or light truck towing a trailer bearing a vessel, as defined by Section 31.003, Parks and Wildlife Code, that is less than 26 feet in length, passenger car or light truck towing a trailer or semitrailer used primarily to transport a motorcycle, or passenger car or light truck towing a trailer or semitrailer designed and used primarily to transport dogs or livestock, on a highway numbered by this state or the United States outside an urban district, including a farm-to-market or ranch-to-market road;

(3) 60 miles per hour in daytime and 55 miles per hour in nighttime if the vehicle is a passenger car or motorcycle on a highway that is outside an urban district and not a highway numbered by this state or the United States;

(4) 60 miles per hour outside an urban district if a speed limit for the vehicle is not otherwise specified by this section; or

(5) outside an urban district:

(A) 60 miles per hour if the vehicle is a school bus that has passed a commercial motor vehicle inspection under Section 548.201 and is on a highway numbered by the United States or this state, including a farm-to-market road;

(B) 50 miles per hour if the vehicle is a school bus that:

(i) has not passed a commercial motor vehicle inspection under Section 548.201; or

(ii) is traveling on a highway not numbered by the United States or this state; or

(C) 60 miles per hour in daytime and 55 miles per hour in nighttime if the vehicle is a truck, other than a light truck, or if the vehicle

TRANSPORTATION CODE CHAPTER 545. OPERATION AND MOVEMENT OF VEHICLES

Page 2 of 3

is a truck tractor, trailer, or semitrailer, or a vehicle towing a trailer other than a trailer described by Subdivision (2), semitrailer, another motor vehicle or towable recreational vehicle.

Text of subsec. (b) as amended by Acts 1999, 76th Leg., ch. 663, Sec. 2 and Acts 1999, 76th Leg., ch. 1346, Sec. 1

(b) Unless a special hazard exists that requires a slower speed for compliance with Section 545.351(b), the following speeds are lawful:

(1) 30 miles per hour in an urban district on a street other than an alley and 15 miles per hour in an alley;

(2) 70 miles per hour in daytime and 65 miles per hour in nighttime if the vehicle is on a highway numbered by this state or the United States outside an urban district, including a farm-to-market or ranch-to-market road, except as provided by Subdivision (4);

(3) 60 miles per hour in daytime and 55 miles per hour in nighttime if the vehicle is on a highway that is outside an urban district and not a highway numbered by this state or the United States;

(4) outside an urban district:

(A) 60 miles per hour if the vehicle is a school bus that has passed a commercial motor vehicle inspection under Section 548.201 and is on a highway numbered by the United States or this state, including a farm-to-market road;

(B) 50 miles per hour if the vehicle is a school bus that:

(i) has not passed a commercial motor vehicle inspection under Section 548.201; or

(ii) is traveling on a highway not numbered by the United States or this state; or

(C) 60 miles per hour in daytime and 55 miles per hour in nighttime if:

(i) the vehicle is a truck, other than a light truck, or if the vehicle is a truck tractor, trailer, or semitrailer; and

(ii) the vehicle is on a farm-to-market or ranch-to-market road;

(5) on a beach, 15 miles per hour; or

(6) on a county road adjacent to a public beach, 15 miles per hour, if declared by the commissioners court of the county.

(c) The speed limits for a bus or other vehicle engaged in the business of

TRANSPORTATION CODE CHAPTER 545. OPERATION AND MOVEMENT OF VEHICLES

transporting passengers for compensation or hire, for a commercial vehicle used as a highway post office vehicle for highway post office service in the transportation of United States mail, for a light truck, and for a school activity bus are the same as required for a passenger car at the same time and location.

(d) In this section:

(1) "Interstate highway" means a segment of the national system of interstate and defense highways that is:

(A) located in this state;

(B) officially designated by the Texas Transportation Commission; and

(C) approved under Title 23, United States Code.

(2) "Light truck" means a truck with a manufacturer's rated carrying capacity of not more than 2,000 pounds, including a pick-up truck, panel delivery truck, and carry-all truck.

(3) "Urban district" means the territory adjacent to and including a highway, if the territory is improved with structures that are used for business, industry, or dwelling houses and are located at intervals of less than 100 feet for a distance of at least one-quarter mile on either side of the highway.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 30.110(a), eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1020, Sec. 2, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 663, Sec. 2, eff. June 18, 1999; Acts 1999, 76th Leg., ch. 739, Sec. 1, eff. Sept. 1, 1999; Acts 1999, 76th Leg., ch. 1346, Sec. 1, eff. Sept. 1, 1999.

TRANSPORTATION CODE CHAPTER 545. OPERATION AND MOVEMENT OF VEHICLES

Page 1 of 1

Sec. 545.356. AUTHORITY OF MUNICIPALITY TO ALTER SPEED LIMITS. (a) The governing body of a municipality, for a highway or part of a highway in the municipality, including a highway of the state highway system, has the same authority to alter by ordinance prima facie speed limits from the results of an engineering and traffic investigation as the Texas Transportation Commission on an officially designated or marked highway of the state highway system. The governing body of a municipality may not modify the rule established by Section 545.351(a) or establish a speed limit of more than 60 miles per hour.

(b) The governing body of a municipality, for a highway or part of a highway in the municipality, including a highway of the state highway system, has the same authority to alter prima facie speed limits from the results of an engineering and traffic investigation as the commission for an officially designated or marked highway of the state highway system, when the highway or part of the highway is under repair, construction, or maintenance. A municipality may not modify the rule established by Section 545.351(a) or establish a speed limit of more than 60 miles per hour.

(b-1) Except as provided by Subsection (b-2), the governing body of a municipality, for a highway or a part of a highway in an urban district in the municipality that is not an officially designated or marked highway or road of the state highway system, is 35 feet or less in width, and along which vehicular parking is not prohibited on one or both sides of the highway, may declare a lower speed limit of not less than 25 miles per hour, if the governing body determines that the prima facie speed limit on the highway is unreasonable or unsafe.

(b-2) Subsection (b-1) does not apply to a highway or part of a highway that has four or more lanes used for vehicular travel.

(c) A prima facie speed limit that is altered by the governing body of a municipality under Subsection (b) or (b-1) is effective when the governing body erects signs giving notice of the new limit and at all times or at other times as determined.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995.

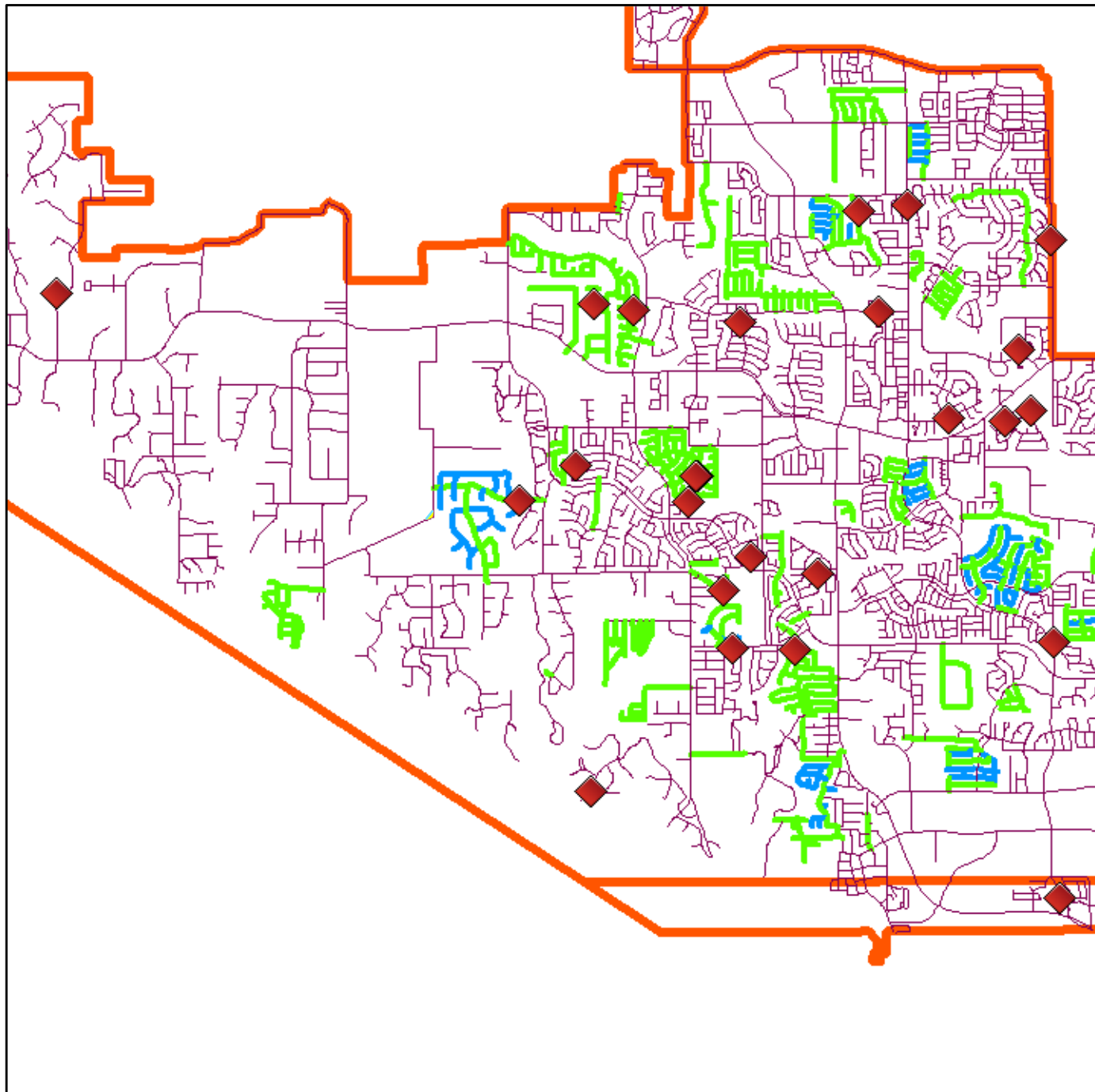
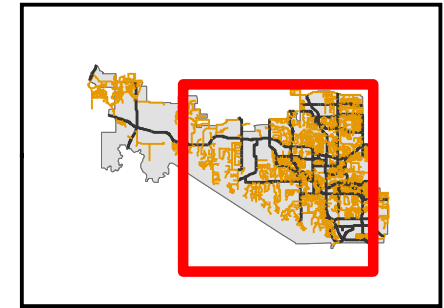
Amended by:

Acts 2005, 79th Leg., Ch. 166, Sec. 1, eff. May 27, 2005.

Vicinity Map - Converted streets and Crashes involving speed as a factor on local streets



TRC Attachment 2 (10/13/2020)

**Legend**Crash with Speed as
Factor

— All other streets

MPH

— 25 mph or less

— Implied 25 mph

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

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 66-214, "ENUMERATION FOR SPECIFIC STREETS;" IDENTIFYING A MAXIMUM PRIMA FACIE SPEED LIMIT FOR RESIDENTIAL STREETS WITHIN THE TOWN; 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.

WHEREAS, Section 545.356 of the Texas Transportation Code authorizes a municipality to establish prima facie maximum reasonable and prudent speeds for vehicles on streets and highways within the corporate boundaries; and,

WHEREAS, the Town of Flower Mound previously approved a policy for the reduction of the speed limit to 25 mph on certain residential streets within one-fourth ($\frac{1}{4}$) mile of a school property or within one-fourth ($\frac{1}{4}$) mile of a construction zone located on an arterial street; and,

WHEREAS, the Town Council has determined that the prima facie speed limits on designated residential roadways are unreasonable and unsafe; and,

WHEREAS, the Town of Flower Mound has conducted an engineering and traffic investigation and study to determine a prima facie maximum speed limit which is reasonable and safe on portions of certain roadways that are the subject of this ordinance; and,

WHEREAS, the Town Council hereby finds and determines based upon said engineering and traffic investigation and study that the existing speed limits on the residential streets outlined herein are unreasonable and unsafe and the Town Council hereby declares that the speed limits in these areas should be twenty-five miles per hour (25 mph);

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

SECTION 1

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

SECTION 2

That Chapter 66, "Traffic and Vehicles," Article V, "Speed Limits," Section 66-214 "Enumeration for Specific Streets" of the Code of Ordinances, Town of Flower Mound, Texas is hereby amended to read as follows:

"Sec. 66-214 Enumeration for specific streets.

The maximum prima facie speed limits for specific streets within the Town shall be as indicated in a list of affected streets that shall be kept on file with the Office of the Town Secretary.

Such speed limits are hereby fixed for vehicles traveling in the town and are hereby determined to be reasonable and safe and any speeds in excess of such limits shall be prima facie evidence that the speed is not reasonable or prudent and that it is unlawful.”

SECTION 3

The affected streets are indicated on the list attached hereto as Exhibit “A,” which shall be kept on file with the Office of the Town Secretary.

SECTION 4

The speed limits set forth in Sections 2 and 3 above, are effective when the Town Manager, or his designee, erects signs giving notice of the new speed limits. The Town Manager is directed to take such action necessary to ensure that such new speed limit signs are erected and installed.

SECTION 5

Any person, firm or corporation violating any term or provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by a fine not to exceed \$200.

SECTION 6

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

SECTION 7

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

SECTION 8

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 9

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 15TH DAY OF
NOVEMBER, 2021.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

Exhibit A. List of enumerated streets.

Location	Speed
1st Avenue	25
2nd Avenue	25
3rd Avenue	25
4th Avenue	25
5th Avenue	25
6th Avenue	25
7th Avenue	25
8th Avenue	25
Abbey Lane	25
Aberdeen Drive, between Canongate Drive and FM 2499	15
Aberdeen Drive from its intersection with Spinks Road to approximately 475 feet west of Lake Forest Boulevard when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	30
Abron Lane	25
Acacia Street	25
Acton Drive	25
Ada Drive	25
Addington Place	25
Ainsley Drive	25
Alberta Lane	25
Alcott Avenue	25
Alexander Drive	25
Alpha Way	25
Alpine Cove	25
Altoga Court	25
Amador Court	25
Amaranthus Drive	25
Amber Court	25
Amber Lane	25
Amberwood Glen	25
Amble Way	25
Amhearst Court	25
Amhearst Lane From Forest Vista Drive To Approximately 150 Feet Northwest Of Warwick Avenue When The School Zone Flasher Is Flashing Or During Times As Posted On Reduced School Zone Speed Limit Sign While School Is In Session.	20
At All Other Times It Shall Be:	25

Amhearst Lane from approximately 70 feet west of Remmington Drive to approximately 40 feet east of Bennington Avenue when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	25
Amhearst Lane	25
Amy Lane	25
Anchor Court	25
Andean Teal	25
Andover Lane	25
AnDriveea Drive	25
Andrews Way	25
Anemone Drive	25
Annabel Avenue	25
Anne Circle	25
Apache Trail	25
Apex Drive	25
Appalachian Way	25
Appleton Lane	25
Arabian Circle	25
Arbor Creek Lane	25
Arcadia Avenue	25
Archer Court	25
Argos Way	25
Armstrong Drive	25
Arrow Wood Drive	25
Ash Grove Court	25
Ash Leaf Lane	25
Ash Street	20
Ashburton Way	25
Ashby Drive	25
Asia Court	25
Aspen Way	25
Aster Drive	25
Atwood Drive	25
Auburn Drive	25
Augusta Court	25
Augusta Drive	25
Augusta Place	25
Aurora Court	25
Austin Court	25
Autumn Leaf Court	25

Autumn Lane	25
Autumn Sage Trail	25
Autumn Winds Court	25
Avignon Way	25
Avon Court	25
Azalea Court	25
Bachman Drive	25
Badenoch Way	25
Bainbridge Lane	25
Baker Court	25
Baldcypress Lane	25
Baldomera Street	25
Balmoral Castle Court	25
Balmoral Lane	25
Balmoral Place	25
Bancroft Way	25
Banner Court	25
Bar Harbor Lane	25
Barkridge Trail	25
Barnett	25
Barnsdale Street	25
Barrens Circle	25
Barry Boulevard	25
Barton Creek Lane	25
Basil Drive	25
Basket Flower Road	25
Basswood Drive	25
Bayberry Street, from approximately 100 feet south of Pecan Drive to approximately 130 feet north of Elm Street	20
Bayberry Street, from approximately 680 feet south of Cottonwood Drive to approximately 480 feet north of Muller Drive	25
Baybreeze Drive	25
Beach Street	20
Beachview Drive	25
Beacon Court	25
Beacon Street from approximately 200 feet west of Bridlewood Boulevard to approximately 200 feet east of Bridlewood Boulevard when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	25
Beacon Street	25
Beau Ridge Court	25
Beaver Creek Drive	25

Becket Drive	25
Beckingham Court	25
Beckworth	25
Beechwood Lane	25
Bel Air Lane	25
Bella Lago Drive	25
Bellanca Court	25
Belle Drive	25
Belmeade Lane	25
Belmont Court	25
Belstrum Court	25
Belstrum Drive from Bridlewood Boulevard to approximately 200 feet east of Bridlewood Boulevard when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	25
Belstrum Drive	20
Belvedere Lane	25
Bennington Avenue	25
Bent Grass Way	25
Bentley Drive	25
Beretta Drive	25
Beringer Court	25
Berry Blossom Street	25
Berry Creek Court	25
Bershire Court	25
Bershire Drive	25
Beth Drive	25
Beverly Drive	25
Big Canyon Drive	25
Big Falls Drive	25
Birch Street	20
Birch Leaf Place	25
Birchbrook Drive	25
Birchmont Drive	25
Birchwood Drive	25
Biscayne Drive	25
Bishop Drive	25
Black Walnut Drive	25
Blackjack Road	25
Blairwood Drive	25
Blossom Trail	25

Blue Bird Drive	25
Blue Bonnet Court	25
Blue Grass Court	25
Blue Grass Drive	25
Blue Leaf Drive	25
Blue Moon Street	25
Blue Ridge Drive	25
Blue Ridge Trail	25
Blue Sage Court	25
Blue Sage Drive	25
Blue Sky Lane	25
Blue Wood Trail	25
Bluejay Drive	25
Bluestem Street	25
Bluffview Court	25
Bluffview Lane	25
Blum Court	25
Blustery Court	25
Bois D Arc Court	25
Bonita Drive	25
Bordeaux Circle	25
Bordeaux Court	25
Bordeaux Way	25
Bosbury Drive	25
Bosque Court	25
Boulder Way	25
Boynton Boulevard	25
Bradbury Circle	25
Bradford Drive	25
Bradford Green Trail	25
Braemar Drive	25
Bramwell Drive	25
Branch Hollow Circle	25
Branch Oaks Lane	25
Branchwood Trail	25
Brandywine Drive	25
Braxton Lane	25
Breaker Lane	25
Breckenridge Drive	25
Breezywood	20
Brenda Drive	25

Briar Lane	25
Briaridge Lane	25
Briaroaks Drive	25
Bridgewater Avenue	25
Bridgewater Place	25
Bridlewood Boulevard from Waketon Road to approximately 145 feet south of Beacon Street when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
Bridlewood Boulevard from approximately 460 feet north of West Windsor Drive to approximately 30 feet north of Mustang Drive when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	35
Brighton Drive	25
Brightstone Court	25
Brindle Way	25
Bristol Drive	25
Britford Drive	25
Britt Drive	25
Brittany Drive	25
Broadway Avenue	25
Brook Lane	25
Brookhollow Lane	25
Brookview	25
Brookville Lane	25
Brookwood Drive	25
Broomsedge Drive	25
Broughton Drive	25
Brown Drive	25
Brownstone Drive	25
Brush Creek Lane	25
Bruton Orand Boulevard from approximately 435 feet northwest of Brittany Drive/Sterling Parkway to approximately 270 feet south of Kenwood Drive when the school zone flasher is flashing or during times posted on reduced speed limit sign while school is in session	20
At All Other Times It Shall Be:	40
Bruton Orand Boulevard from approximately 310 feet north of Flower Mound Road to Flower Mound Road when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	40
Buckeye Court	25
Buckeye Drive	25
Buckner Court	25

Buckner Drive	25
Buckthorn Court	25
Buckthorn Street	25
Bull Creek Drive	25
Bull Head Lane	25
Burning Tree Drive	25
Bur Oak Drive	25
Burlington Drive	25
Buttonwood Drive	25
Caddo Maple Way	25
Cain Valley Drive	25
Caladium Circle	25
Caladium Drive	25
Calisto Way	25
Calla Drive	25
Calloway Court	25
Camara Court	25
Cambridge Drive	25
Camden Drive	25
Campbeltown Drive	25
Candlebrook Drive	25
Candlelight Cove	25
Canongate	25
Canter Way	25
Canterbury Lane	25
Canvasback Lane	25
Canyon Falls Drive from approximately 250 feet southwest of Denton Creek Boulevard to approximately 250 feet southeast of Perdarnales Falls Drive when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	30
Canyon Oak Court	25
Cape Brett Drive	25
Capri Lane	25
Caprock Cove	25
Carlisle Court	25
Carnaby Lane	25
Carnation Drive	25
Carriage Court	25
Carrington Avenue	25
Carroll Court	25
Carterton Court	25

Carterton Way	25
Cartwright Court	25
Caruth Court	25
Caserta Court	25
CassanDrivea Drive	25
Castle Court	25
Castlewood Court	25
Catalpa Road	25
Cayenne Drive	25
Cedar Street	20
Cedar Bluff Lane	25
Cedar Crest Court	25
Cedar Grove	25
Cedar Pass Court	25
Cedar Ridge Drive	25
Cedar Sage Trail	25
Cedarwood Drive	25
Centenary Drive	25
Chadwick Drive	25
Champions Court	25
Chancellor Drive	25
Channing Court	25
Chaparral Lane	25
Chatham Drive	25
Chaucer Lane	25
Chelsea Lane	25
Cherokee Trail	20
Cherry Brook Way	25
Cherry Sage Drive	25
Cheshire Drive	25
Chestnut Court	25
Cheyenne Circle	20
Chilton Lane	25
Chimney Rock Drive	25
Chinaberry Drive	25
Chinkapin Lane	25
Chinkapin Place	25
Chinn Chapel, south of Justin Road (FM 407) to town limits	35
Choctaw Trail	20
Christie Court	25
Christopher Court	25

Churchill Drive from approximately 200 feet south of Oxford Lane to Windsor Drive when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	30
Cilantro Drive	25
Cinnamon Drive	25
Cipher Lane	25
Clair Lane	25
Clancy Circle	25
Claremont Court	25
Clayton Drive	25
Clear Creek Drive	25
Clear Ridge Lane	25
Clearwood Lane	25
Cleary Lane	25
Clove Way	25
Clydesdale Drive	25
Cobble Trail	25
Coeur Du Lac Lane	25
Cofield Drive	25
Coker Drive	25
Coldwater Lane	25
College Parkway from approximately 200 feet west of Morriss Road to Morriss Road when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	30
College Parkway from Morriss Road to approximately 200 feet east of Morriss Road when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	35
College Parkway from approximately 200 feet west of Timber Creek Road to approximately 200 feet east of Timber Creek Road when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	35
College Parkway from approximately 345 feet east of Cambridge Drive to approximately 180 feet west of Lansdale Drive/Prescott Drive when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	35
Colonial Court	25
Colonial Drive	25
Colonial Place	25
Colony Court	25

Colony Street	25
Columbia Drive	25
Commonwealth Drive	25
Compton Court	25
Concord Drive	25
Condor Street	25
Connors Drive	25
Conroe Court	25
Consolvo Drive	25
Cooper Creek Road	25
Copper Hill Court	25
Coral Springs Drive	25
Corkwood Circle	25
Cornell Drive	25
Corsica Trail	25
Cortadera Court	25
Cortadera Street	25
Cottage Lane	25
Cottonwood Drive	20
Cottrell Drive	25
Country Meadow Drive	25
Country Oaks Drive	25
Countryside Place	25
Courtney Drive	25
Covington Drive	25
Crabapple Lane	25
Crandon Drive	25
Crawford Court	25
Creekhaven Drive	25
Creekside Place	25
Creekwood Court	25
Creekwood Drive	25
Crepe Myrtle Drive	25
Crescent Court	25
Crescent Drive	25
Crestbrook Drive	25
Crested Butte Trail	25
Crestfield Drive	25
Crestside Drive	25
Crestridge Drive	25
Crestview Drive	25

Crestwood Circle	25
Cripple Creek Drive	25
Cromwell Way	25
Crooked Creek Court	25
Crooked Lane	20
Cross Haven Drive	25
Crossbow Lane	25
Crossvine Trail	25
Crownwood Court	25
Crown Knoll Circle	25
Culwell Street	25
Cupleaf Road	25
Currant Way	25
Cypress Court	25
Cypress Leaf Lane	25
Dade Drive	25
Daisy Lane	25
Dalton Drive	25
Dana Court	25
Dana Drive	25
Danley Court	15
Danny Hartz Way	25
Darcey Court	25
Darlington Drive	25
Dartmouth Drive	25
Dashiell Drive	25
Dawn Drive	25
Dayflower Drive	25
Deep Woods Lane	25
Deer Lake Cove	25
Deer Run Road	25
Deer Valley Drive	25
Delaina Drive	25
Delaney Terrace	25
Dendron Drive	25
Denton Creek Boulevard from approximately 200 feet north of Canyon Falls Drive to approximately 1,200 feet south of Canyon Falls Drive when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	30
Derbyshire Court	25
Desco Drive	25

Devereux Court	25
Devonshire Court	25
Dexter Court	25
Diamond Point Drive	25
Diana Lane	25
Dickens Lane	25
Dillon Court	25
Dixon Lane from Morriss Road to approximately 75 feet west of Ridgemont Drive when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	40
Dixon Lane from approximately 75 feet west of Ridgemont Drive to Long Prairie Road (FM 2499).	40
Dogwood Street	20
Dolan Falls Drive	25
Dominion Court	25
Dorchester Court	25
Doubletree Trail	25
Dove Meadow Drive	25
Dover Drive	25
Dowland Drive	25
Downing Street	25
Drake Trail	25
Dresage Court	25
Dresage Lane	25
Druid Way	25
Dumas Court	25
Duncan Lane, southbound lanes, from its intersection with Flower Mound Road (FM 3040) to approximately 1,400 feet south of Flower Mound Road (FM 3040) when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	40
Durango Place	25
Durham Lane	25
Dusty Trail Court	25
Dwyer Lane	25
Eads Street	25
Eagle Creek Drive	25
Eagle Pkwy	25
Eaglewood Drive	25
Earhart Lane	25
Eastbourne Lane	25
Eastern Cedar Way	25

Eastglen Drive	25
Eaton Street from approximately 130 feet west of Timber Creek Road to Timber Creek Road when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	30
Echo Bluff	25
Edgefield Trail	25
Edgemere Road	25
Edinburg Lane	25
Edna Valley Court	25
Elderberry Way	25
Ellis Drive	25
Elm Creek Lane	25
Elm Crest Court	25
Elm Street	20
Elmhurst Lane	25
Elmridge Drive	25
Elmwood Road from McPherson Road to North Park Road	20
Emerald Cove Drive	25
Emerson Lane	25
Emory Drive	25
Emory Oak Ridge	25
Enchantress Lane	25
Ephron Avenue	25
Epitome Avenue	25
Equestrian Court	25
Equestrian Way	25
Eric Metzger Way	25
Esplanade Place	25
Essex Court	25
Estancia Path	25
Estes Drive	25
Ethan Drive	25
Everton Drive	25
Exall Street	25
Fairbank Lane	25
Fairfax Court	25
Fairfax Way	25
Fairfield Lane	25
Fairhaven Court	25
Fairhill Lane	25
Fairmont Drive	25

Fairway Drive	25
Falcon Drive	25
Fallbrook Drive	25
Falling Leaf Trail	25
Fallow Circle	25
Falstaff Lane	25
Faulkner Drive	25
Fawn Run Drive	25
Feather Reed Road	25
Ferndale	20
Fieldcrest Road	25
Finsbury Way	25
Fireside Drive	25
Firewheel Drive from approximately 190 feet west of Shadow Wood Lane to approximately 250 feet east of Shadow Wood Lane when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	35
Firewheel Drive from approximately 200 feet southwest of Garden Road to approximately 270 feet northeast of Garden Road when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	35
Fitzgerald Court	25
Flamingo Drive	25
Flatwood Drive	25
Fletcher Court	25
Flint Ridge Drive	25
Flower Mound Road west of FM 2499 to FM 1171	40
Flower Mound Road from approximately 250 feet west of Bruton Orand Boulevard/Simmons Road to approximately 215 feet east of Bruton Orand Boulevard/Simmons Road when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	40
Flower Mound Road from 700 feet west of Old Settlers Road to 335 feet west of Stanford Drive when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	40
FM Highway 407	
(1) Beginning at Chinn Chapel Road, MP 10.580, being the west city limits of the town, thence in an easterly direction along FM 407 to MP 11.517 being approximately 520 feet west of the intersection with Barnett Boulevard, a maximum speed of:	45

(2) Thence continuing along FM 407 in an easterly direction to MP 11.670 being approximately 288 feet east of the intersection with Barnett Boulevard, from 7:00 a.m. to 8:00 a.m. and 2:30 p.m. to 3:30 p.m. while school is in session, a maximum speed of:	30
(3) Thence continuing along FM 407 in an easterly direction to MP 11.768, the intersection with Briarhill Drive/Country Meadows Drive, a maximum speed of:	45
(4) Thence continuing along FM 407 in an easterly direction for a distance of 1.432 miles to the intersection of Selmeyer Lane, MP 13.200, being the east city limits of the town and Highland Village, a maximum speed of:	40
All other times is shall be:	45
FM Highway 1171	
(1) Beginning at the intersection of Garden Ridge continuing along FM 1171 in a westerly direction for a distance of 1.093 miles (intersection with Fireside Drive).	40
(2) Thence continuing along FM 1171 in a westerly direction for a distance of 2.000 miles (to the west of Glenwick Boulevard).	45
(3) Thence continuing along FM 1171 in a westerly direction for a distance of 7.354 miles (intersection with U.S. 377).	50
(4) Thence continuing in a westerly direction along FM 1171 in a westerly direction for a distance of 1.1679 miles.	50
FM Highway 2499	
(1) Beginning at the intersection of FM 407, thence southerly along FM 2499 a distance of approximately 1.411 miles a maximum speed of:	45
(2) Thence, continuing along FM 2499 in a southerly direction approximately 4.700 miles, to Aberdeen Drive, a maximum speed of:	45
(3) Thence, continuing along FM 2499, in a southerly direction approximately 1.199 miles, to the southern corporate limits of the town (Denton County/Tarrant County Line), a maximum speed of:	55
FM 2499 (that portion existing that will revert to the town for maintenance), from the south town limit to its intersection with the new FM 2499.	45
FM Highway 3040	
Beginning at the intersection of Old Orchard Lane/Duncan Lane to FM 2499, a maximum speed of:	45
Fordham Court	25
Forest Glen Drive	25
Forest Hill Circle	25
Forest Hill Drive (285 feet south of Remington Park Drive)	25
Forest Hill Drive	25
Forest Lake Road	25
Forest Meadow Drive	25
Forest Oak Court	25
Forest Vista Drive from approximately 540 feet east of Thrush Road to approximately 75 feet east of Brookwood Drive when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20

At All Other Times It Shall Be:	35
Forest Vista Drive from approximately 200 feet west of Amhearst Lane to approximately 125 feet east of Lake Forest Boulevard when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	35
Forest Vista Drive from approximately 325 feet west of Morriss Road to approximately 200 feet east of Morriss Road when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	35
Forestwood Drive	25
Fossett Drive	25
Fox Glen Lane	25
Fox Hollow Court	25
Foxborough Trail	25
Foxborough Trail from approximately 440 feet west of Roundrock Way to approximately 210 feet east of Meandering Creek Path when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	25
Foxglove Court	25
Francis Court	25
Freesia Drive	25
Friar Court	25
Frontier Drive	25
Frost Lane	25
Fuller Drive	25
Fuqua Drive	25
Furlong Court	25
Furlong Drive E	25
Furlong Drive W	25
Gable Circle	25
Gaitland Circle	25
Gallant Court	25
Gallop Court	25
Gamewell Way	25
Gamma Road	25
Garden Ridge Boulevard from Kirkpatrick Lane to approximately 200 feet south of Kirkpatrick Lane when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	40

Garden Ridge Boulevard from approximately 200 feet north of St. Gallen Lane to approximately 200 feet south of St. Gallen Lane when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	40
Garden Ridge Road from approximately 60 feet south of Newport Drive to approximately 35 feet north of Saddleback Lane when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	35
Garden Road from FM 1171 to FM 3040	40
Garden Road from Firewheel Drive to approximately 225 feet southeast of Garden Road when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	30
Garden Road from approximately 50 feet south of Springwood Road to Morriss Road when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	30
Garwood Drive	25
Gateridge Drive	25
Gatwick Court	25
Gayle Court	25
Gentle Drive	25
Gentry Lane	25
Georgetown Drive	25
Geranium Street	25
Gerbera Drive	25
Gilbert Court	25
Ginger Drive	25
Gisbourne Drive	25
Glasgow Court	25
Glen Chester Drive	25
Glen Ellen Drive	25
Glen Garry Drive	25
Glen Heather Drive	25
Glen Hollow Lane	25
Glen Vista Court	25
Glenbrook Street	25
Gleneagle Drive	25
Glenmoor Drive	25
Glenridge Drive	25
Glenshannon Lane	25
Glenshire Drive	25

Glenview Avenue	25
Glenwick Boulevard	25
Glory Creek Circle	25
Golden Arrow Drive	25
Golden Aspen Drive	25
Good Morning Court	25
Grady Court	25
Gramercy Park Drive	25
Granby Lane	25
Grand Meadow Lane	25
Grand Park Place Road	25
Grandview Court	25
Grandview Drive	25
Grant Court	25
Grapevine Road	20
Graystone Drive	25
Green Briar Lane	20
Green Meadow Court	25
Green Meadow Lane	25
Greenleaf	20
Greenwood Court	25
Greenwood Drive	25
Gregory Drive	25
Guardian Court	25
Gunnison Trail	25
Hackamore Road	25
Hackberry Street	20
Haggard Way	25
Haley Drive	25
Hallford Court	25
Halsey Drive	25
Halter Way	25
Hamilton Drive	25
Hamlett Court	25
Hamlett Lane	25
Hampshire Drive	25
Hanover Court	25
Hanover Drive	25
Harbor Drive	25
Harbor Hills Drive	25
Hardy Lane	25

Harper Circle	25
Harris Road	25
Hartford Drive	25
Harvard Drive	25
Harvest Glen Drive	25
Hasland Drive	25
Hastings Way	25
Hathaway Street	25
Havenlake Drive	25
Haversham Drive	25
Hawk Road	25
Hawthorne Court	25
Hazel Street	20
Hazy Meadows Lane	25
Hearthstone Drive	25
Heatfield Drive	25
Heather Court	25
Heather Glen Drive	25
Heather Ridge Court	25
Heather Ridge Drive	25
Heather Wood Drive	25
Heiden Court	25
Heliconia Drive	25
Helmsford Drive	25
Hemlock Lane	25
Hemmingway Lane	25
Henley Court	25
Heritage Lane	25
Heritage West Court	25
Heron Court	25
Hickory	20
Hickory Falls Drive	25
Hickory Leaf Lane	25
Hidden Brook Trail	25
Hidden Forest Drive	25
Hidden Trail Court	25
Hidden Trail	25
Hidden Valley Road	25
High Meadow Road	40
High Point	25
High Ridge Trail	25

High Trail Court	25
High Trail	25
Highdale Court	25
Hill Ridge Drive	25
Hillcrest Road	25
Hilliard Drive	25
Hillsdale Drive	25
Hillshire Court	25
Hillside Lane	25
Hilltop Court	25
Holland Grove	25
Hollandsworth Court	25
Hollow Way	25
Holly Lane	25
Holly Place	25
Holly Leaf Lane	25
Holly Oak Court	25
Homestead Street	25
Honey Mesquite Lane	25
Honeysuckle Way	25
Hope Tinley Lane	25
Horizon Street	25
Hornby Lane	25
Horseshoe Falls Drive from approximately 200 feet north of Canyon Falls Drive to Canyon Falls Drive when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	25
Horseshoe Falls Drive	25
Hughes Circle	25
Hugo Court	25
Hunters Lane	25
Hunters Run	25
Huntly Lane	25
Huntwick Lane	25
Hyde Park Court	25
Ida Lane	25
Immel Drive	25
Indale Way	25
Indian Blanket Trail	25
Indian Cherry Lane	25
Indian Hills Avenue	25

Indira Street	25
Ingleside Drive	25
Inglewood Drive	25
Inverness Court	25
Ironwood Court	25
Ironwood Drive	25
Ivywood Drive	25
Jameston Drive	25
Jennifer Drive	25
Jennifer Drive from Quail Run Road to approximately 250 feet south of Quail Run Road when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	25
Jenny Lane	25
Jester Lane	25
John Court	25
Johnson Place	25
Joshua Drive	25
Jubilee Drive	25
Juniper Street	20
Kales Lane	25
Karla Drive	25
Katherine Court	25
Katherine Street	25
Katina Drive	25
Kelcourt Drive	25
Kelsey Court	25
Kent Drive	25
Kentmere Court	25
Kenwood Drive from Bruton Orand Boulevard to approximately 60 feet northeast of Kimberly Drive when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	25
Kenwood Drive	25
Kenyon Court	25
Kiley Lane	25
Kimberly Drive	25
Kingfisher Court	25
Kings Court	25
Kings Drive	25
Kings Forest Lane	25
Kings Lake Drive	25

Kingsbarns Drive	25
Kingston Lane	25
Kingston Lane from Timber Creek Road to approximately 125 feet east of Timber Creek Road when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	25
Kingswood Drive	25
Kipling Drive	25
Kirkpatrick Lane from approximately 920 feet west of Timber Creek Road to approximately 480 feet east of Timber Creek Road when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	40
Kirkpatrick Lane from Morriss Road to approximately 300 feet east of Morriss Road when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	40
Kirkpatrick Lane from Garden Ridge Boulevard to approximately 900 feet west of Wager Road when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	30
Kirkpatrick Road (north and south bound)	40
Kirkpatrick Road (east and west bound)	30
Kirwall Drive	25
Knightbridge Drive	25
Kolenby Drive	25
Kyle Lane	25
La Cima Road	25
Lacey Oak Ridge	25
Lake Bluff Court	25
Lake Bluff Drive	25
Lake Breeze Lane	25
Lake City Avenue	25
Lake Coves Drive	20
Lake Crest Court	25
Lake Crest Drive	25
Lake Forest Boulevard from Forest Vista Drive to approximately 200 feet south of Forest Vista Drive when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	30
Lake Forest Boulevard from approximately 200 feet north of Amhearst Lane to approximately 200 feet south of Amhearst Lane when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20

At All Other Times It Shall Be:	30
Lake Forest Boulevard from Aberdeen Drive to approximately 310 feet north of Foxborough Trail when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	30
Lake Flower Drive	25
Lake Geneva Court	25
Lake Harrison Lane	25
Lake Lucern Court	25
Lake Lugano Drive	25
Lake ViCourtoria Court	25
Lake Ville Lane	25
Lake Windermere Drive	25
Lakehollow Lane	25
Lakeshore Drive from approximately 165 feet north of Forest Vista Drive to approximately 100 feet north of Turtle Cove when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	25
Lakeshore Drive	25
Lakeside Parkway from the south town limit to Lakeside Village Boulevard	40
Lakeside Parkway from the Lakeside Village Boulevard to FM 2499.	30
Lakeside Parkway from FM 2499 to the east town limit.	45
Lakeside Road	20
Lakeview Lane	20
Lakeway Terrace	25
Lakewood Lane	25
Lambda Lane	25
Lamplighter Drive	25
Lancashire Drive	25
Lance Drive	25
Landwyck Lane	25
Langley Court	25
Lansdale Drive	25
Largo Court	25
Largo Drive	25
Larkspur Street	25
Latera Circle	25
Laura Lane	25
Laurel Hill Drive	25
Laurel Oak Drive	25
Lauren Way	25
Lavender Lane	25

Lavon Drive	25
Lavorton Place	25
Lazy River	20
Leafspray Lane	25
Leanne Drive from Quail Run Road to approximately 225 feet south of Quail Run Road when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	25
Leanne Drive	25
Leatherstem Road	25
Leese Drive	25
Legends Path	25
Liatris Drive	25
Liberty Court	25
Lincoln Court	25
Lindberg Court	25
Lindby Drive	25
Lionheart Court	25
Lismore Drive	25
Litchfield Court	25
Little Elm Creek Road	25
Littlejohn Court	25
Liverpool Drive	25
Livingston Lane	25
Lloyd Court	15
Loblolly Court	25
Locke Drive	25
Lockesley Drive	25
Lockspur Court	25
Lofty Pines Lane	25
Loma Alta Drive	25
London Lane	25
Lone Oak Way	25
Long Meadow Drive	25
Long Pond Trail	25
Longbow Trail	25
Longchamp Lane	25
Longfellow Lane	25
Longleaf Lane	25
Lopo Circle	25
Lopo Road	25
Lori Court	25

Lost Creek Drive	25
Lost Falls Drive	25
Loyola Drive	25
Ludlum Court	25
Luther Lane	25
Luttrell Court	25
Maddy Lane	25
Madeline Lane	25
Madison Avenue	25
Magnolia Court N	25
Magnolia Court S	25
Magnolia Leaf Lane	25
Magnolia Park Drive	25
Mahogany Street	25
Malick Drive	25
Mallard Way	25
Mandalay Drive	25
Mandarin Way	25
Manor Way	25
Maple Court	25
Maple Grove Drive	25
Mapleleaf Lane	25
Maplewood Lane	25
Marbella Drive	25
Marble Pass Drive	25
Marcus Court	25
Marcus Drive	25
Margie Court	25
Marian Lane	25
Mariner Court	25
Mark Twain Boulevard	25
Marlow Court	25
Marlow Drive	25
Marquette Drive	25
Marshall Creek	25
Mary Court	25
Matterhorn Lane	25
Matterhorn Lane from Winding Oaks Drive to approximately 240 feet north of Winding Oaks Drive when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	25
Mattise Drive	25

Mayfair Street	25
Mayhaw Drive	25
Maywood Court	25
McKamy Creek Road	35
McKamy Creek Road from approximately 275 feet east of Kipling Drive to approximately 30 feet east of Columbia Drive when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	35
McPherson Road from Heritage Lane to Shorecrest Road	20
Meadow Lane	20
Meadow Chase Lane	25
Meadow Glen Drive	25
Meadow Green Drive	25
Meadow Ridge Drive	25
Meadow Vista Drive	25
Meadow Wood Drive	25
Meadowbrook Lane	25
Meadowcrest Lane	25
Meandering Creek Path	25
Medical Arts Drive	25
Medlin Court	25
Melinda Court	25
Melody Court	25
Melville Circle	25
Merrimack Lane	25
Merritt Drive	25
Merryglen Lane	25
Mesa Drive	25
Mesquite Street	20
Messina Path	25
Meyerwood Lane N	25
Meyerwood Lane S	25
Midnight Court	25
Milford Drive	25
Mimosa Court	25
Miracle Lane	25
Mission Court	25
Mission Ridge Drive	25
Mistletoe Drive	25
Misty Glen Drive	25
Misty Ridge Drive	25

Misty Trail Lane	25
Mockingbird Lane	25
Mohawk Drive	20
Monet Court	25
Monica Drive	25
Moon River	20
Moonlight Bay	20
Monroe Drive	25
Mont Clair Drive	25
Monticello Court	25
Montrose Court	25
Moorefield Drive from Morriss Road to approximately 75 feet west of Morriss Road when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	25
Morgan Drive	25
Morning Mist Trail	25
Morningside Drive	25
Morningstar Circle	25
Morningstar Drive from Remington Park Drive to approximately 100 feet southwest of Remington Park Drive when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	25
Morriss Court	25
Morriss Road from approximately 650 feet south of Cross Timbers Road to Justin Road	40
Morriss Road from approximately 200 feet north of Garden Road to approximately 210 feet south of Moorefield Drive when school zone flasher is flashing or during times as posted on reduced school speed limit sign while school is in session.	20
At All Other Times It Shall Be:	35
Morriss Road from approximately 235 feet north of Forest Vista Drive to approximately 700 feet south of Forest Vista Drive when school zone flasher is flashing or during times as posted on reduced school speed limit sign while school is in session.	20
At All Other Times It Shall Be:	35
Morriss Road from Flower Mound Road to Lake Bluff	40
Morriss Road from Lake Bluff to approximately 650 feet south of Cross Timbers Road	35
Morriss Road from 140 feet south of Waketon Road to approximately 200 feet north of Dixon Lane/Valley Ridge Boulevard when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	40

Morriss Road from Woodview Drive to Morriss Court when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	40
Morriss Road from approximately 200 feet north of Garden Road to approximately 210 feet south of Moorefield Drive when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	40
Morriss Road from approximately 235 feet north of Forest Vista Drive to approximately 700 feet south of Forest Vista Drive when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	40
Moss Haven Circle	25
Mossey Oak Court	25
Mourning Dove Drive	25
Mt. Vernon Court	25
Mulberry Drive	20
Muller Drive	25
Mustang Trail	25
Myrtice Drive	25
Mystic Hollow Court	25
N Creek Crossing	25
N Dumas Court	25
N Hugo Court	25
N Monet Court	25
Nan Lane	25
Nandina Drive	25
Nantucket Court	25
Napa Court	25
Napier Lane	25
Naples Drive	25
Napoli Circle	25
Narrowbrook Drive	25
Native Oak Court	25
Native Oak Drive	25
Nautilus Court	25
Navajo Bluffs Court	25
Neptune Court	25
New Castle Court	25
Newcomer Lane	25
Newport Drive	25

Newton Drive	25
Normandy Drive	25
North Berwick Lane	25
North Drive	25
North Park Road from Elmwood Road to the Corps of Engineer Property	20
Northcrest Drive	25
Northridge Court	25
Northshore Boulevard between Long Prairie Road and Woodpark Drive	25
Northshore Boulevard, west of FM 2499 to approximately 170 feet south of Heather Wood Drive	25
Northview Court	25
Norwich Drive	25
Nottingham Street	25
Oak Bend Court	25
Oak Bluff Drive	25
Oak Brook Place	25
Oak Creek Circle	25
Oak Crest Drive	25
Oak Drive	25
Oak Grove Court	25
Oak Hollow Lane	25
Oak Island Court	25
Oak Island Lane	25
Oak Knoll Road	25
Oak Meadow Drive	25
Oak Park Drive	25
Oak Springs Drive	25
Oak Tree Lane	25
Oakdale Lane	25
Oakhaven Way	25
Oakridge Lane	20
Oakview Drive	25
Oakwood Court	25
Ocean Breeze Drive	25
Old Cross Timbers Road	25
Old Hickory Lane	25
Old Mill Drive	25
Old Oak Trail	25
Old Settlers Road from approximately 600 feet north of Peters Colony Road to approximately 80 feet south of Walnut Grove Place when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20

At All Other Times It Shall Be:	40
Old Settlers Road from Fieldcrest, northward to Karnes Road.	40
Old Settlers Road from approximately 200 feet north of Flower Mound Road to 1,375 feet south of Flower Mound Road when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	40
Old Settlers Road from McKamy Creek Road to approximately 200 feet north of McKamy Creek Road when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	35
One Place Lane	25
Ophel Way	25
Opus Court	25
Orchard Drive	20
Orchid Court	25
Oriole Drive	25
Orion Court	25
Orly Lane	25
Outlook Cove	25
Overton Lane	25
Oxford Court	25
Oxford Lane	25
Pacer Way	25
Pack Saddle Way	25
Paddock Circle	25
Paisley Drive	25
Paisley Drive from 200 feet west of Garden Ridge Road to Garden Ridge Road when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	25
Palermo Trail	25
Palomino Circle	25
Paluxy Court	25
Pampas Road	25
Panorama Trail	25
Paprika Drive	25
Par Drive	25
Paradise Lane	25
Park Bend Drive	25
Park Lane	25
Park Place	25

Park Ridge Road	25
Park View Drive	25
Parker Drive	25
Parkhaven Drive	25
Parksdale Drive	25
Parkside Place	25
Parkwood Drive	25
Pasadena Place	25
Peaceful Cove	25
Peachleaf Lane	25
Pearl Lane	25
Pearl River Drive	25
Pebblebrook Lane	25
Pecan Drive	20
Pecan Hollow Court	25
Pecan Leaf Lane	25
Pecan Meadows Drive	25
Pecan Park Drive	25
Pedernales Falls Drive	25
Pedernales Falls Drive from approximately 200 feet north of Canyon Falls Drive to Canyon Falls Drive when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	25
Pendleton Lane	25
Peninsula Drive	25
Peppergrass Trail	25
Pepperwood Drive	25
Perth Drive	25
Peters Colony Road from approximately 110 feet east of Kolenby Drive to approximately 530 feet east of Old Settlers Road when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	30
Peterson Court	25
Petunia Drive	25
Pheasant Court	25
Piedmont Court	25
Pin Oak Court	25
Pin Oak Drive	25
Pine Court	25
Pinehurst Drive	25
Piney Point Drive	25

Pinion Street	20
Ping Drive	25
Pinnacle Lane	25
Pintail Place	25
Pioneer Park Drive	25
Plum Street	20
Plum Tree Lane	25
Pocahantas Drive	20
Polo Run Drive	25
Pond Wood Drive	25
Ponder Place	25
Ponder Way	25
Ponderosa Pine Drive	25
Poplar Drive	20
Portsmouth Court	25
Post Oak Road	25
Potomac Drive	25
Prairie Brush Trail	25
Prairie Creek Court	25
Prairie Creek Drive	25
Prairie Creek Place	25
Prairie Hill Lane	25
Prairie Ridge Road from approximately 200 feet north of Canyon Falls Drive to Canyon Falls Drive when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	30
Preakness Drive	25
Prescott Circle	25
Prescott Court	25
Prescott Drive	25
Prestwick Lane	25
Primrose Drive	25
Prince Edward Court	25
Princeton Drive	25
Princewood Drive	25
Prospect Drive	25
Protea Drive	25
Providence Lane	25
Purple Sage Drive	25

Quail Run Road from approximately 260 feet east of Flower Mound Road to approximately 35 feet west of Andrea Drive when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	30
Quail Valley Road	25
Queen Mary Drive	25
Quimby Lane	25
Quince Drive	25
Rainbow Court	25
Raintree Drive	25
Raintree Place	25
Ranch Road	25
Ranchero Way	25
Range Drive	25
Range Wood Drive	25
Ranier Way	25
Raven Circle	25
Ravine Ridge Court	25
Rawlings Court	25
Rawlings Street	25
Red Bud Cove	20
Red Bud Drive	20
Red Maple Road	25
Red Oak Lane	20
Red Rock Lane	40
Red Tailed Drive	25
Redcedar Lane	25
Redcliff Lane	25
Redwood Crest Lane	25
RefleCourtion Court	25
Regency Drive	25
Reid Drive	25
Rembert Drive	25
Remington Park Drive	25
Remington Park Drive from approximately 20 feet east of Indale Way to approximately 30 feet southeast of Morningstar Drive when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	25
Remmington Drive	25
Reserve Court	25
Richland Road	25

Richwoods Drive	25
Rickenbacker Drive	25
Ridge View Court	25
Ridgecrest Drive	25
Ridgemere Drive	25
Ridgemont Drive	25
Ring Teal Lane	25
River Bend Court	25
River Bend Trail	25
River Birch Drive	25
River Hill Court	25
River Hill Drive	25
River Oaks Drive	25
River Place Drive	25
Roadrunner Drive	25
Robin Lane	25
Rochdale Drive	25
Rock Cliff Lane	25
Rock Cove	25
Rock Haven Court	25
Rock Haven Drive	25
Rock Ridge Drive	25
Rockcreek Court	25
Rocky Point Road	40
Rodney Circle	25
Rolling Hills	25
Rolling Oaks Drive	25
Rollo Court	25
Roma Circle	25
Rose Bluff Terrace	25
Rosebud Court	25
Rosemary Drive	25
Rosena Trail	25
Rosewood Trail	25
Rothschild Drive	25
Roughleaf Ridge Road	25
Roundrock Way	25
Royal Crescent Drive N	25
Royal Crescent Drive S	25
Royal Court	25
Ruby Crest Court	25

Runner Oak Road	25
Russwood Drive	25
Rust Falls Road	25
Rustic Timbers Lane	25
Saddle Drive	25
Saddle Ridge Trail	25
Saddleback Lane	25
Saddlewood Drive	25
Sagebrush Drive east of Morriss Road	25
Sagebrush Drive between Morriss Road and FM 2499	35
Sagebrush Drive from Old Settlers Road to approximately 475 feet east of Old Settlers Road when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	30
Saint Andrews Drive	25
Saint Charles Court	25
Saint Clair Court	25
Saint Francis Lane	25
Saint Francis Way	25
Saint James	25
Saint Mark Drive	25
Salerno Court	25
Salisbury Lane	25
San Bernard Court	25
San Jacinto Drive	25
San Paula Drive	25
Sandera Court	25
Sandera Lane	25
Sandhurst Drive	25
Sandpiper Lane	25
Sandra Lynn Drive	25
Sandy Lane	25
Sanmar Drive	25
Santa Monica Street	25
Sarah Springs Trail	25
Saturn Street	25
Savannah Court	25
Savannah Oak Trail	25
Scenic Fir Place	25
Schooner Court	25
Scott Drive	25
Seafarer Court	25

Seaton Court	25
Seaview Drive	25
Secluded Court	25
Sedalia Court	25
Sedalia Drive	25
Sedona Street	25
Seminole Circle	20
Seuss Street	25
Seville Lane	25
Shadow Oak Court	25
Shadow Wood Lane from Firewheel Drive to approximately 70 feet north of Firewheel Drive when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	25
Shady Creek Drive	25
Shadywood Court	25
Shadywood Lane	25
Shadywood Lane east of Lexington Avenue	25
Shamrock Drive	25
Sharondale Drive	25
Shasta Lane	25
Shawnee Trail	20
Shearwater Lane	25
Sheffield Court	25
Sheffield Lane	25
Shelby Court	25
Shelley Drive	25
Shelmar Drive	25
Shenandoah Lane	25
Shepherd Place	25
Sherri Lane	25
Sherwood Drive	25
Sheryl Drive	25
Shiloh Road	40
Shoreline Drivev	20
Shoshone Drive	20
Shumard Lane	25
Sicily Way	25
Sidney Lane	25
Sierra Lane	25
Silver Maple Court	25
Silvergrass Way	25

Silverleaf Court	25
Silverthorn Lane	25
Silverstein Street	25
Silverwood Drive	25
Simmons Creek Court	25
Simmons Creek Lane	25
Simmons Road from Flower Mound Road intersection to the entrance to the Lake Park	40
Simmons Road from Flower Mound Road to approximately 380 feet south of Flower Mound Road when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	40
Singing Brook Road	25
Skelton Street	25
Skillern Road	40
Skinner Drive	25
Skyline Drive	25
Slash Pine Drive	25
Sleepy Lagoon	20
Slumber Falls Drive	25
Smith Lane	25
Smoky Oak Court	25
Smoky Oak Trail	25
Solano Drive	25
Somerset Drive	25
Sonoma Bend	25
Sorrel Court	25
Sorrel Drive	25
Sorrento Lane	25
South Drive	25
South Western Drive	25
Southampton Court	25
Southernwood Court	25
Southmoor Trail	25
Southwicke	25
Spanish Oak Drive	25
Speyside Drive	25
Spicewood Drive	25
Spinks Court	25
Spinks Road, between FM 2499 and approximately 800 feet east of Lexington Ave	35

Spinks Road from approximately 330 feet west of Aberdeen Drive to approximately 45 feet east of Tanglewood Lane when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	35
Spinks Road from approximately 800 feet east of Lexington Avenue to East Town Limits	40
Spinniker Court	25
Spring Grove Lane	25
Spring Hill Road	25
Spring Meadow Lane from Timber Creek Road to approximately 200 feet south of Timber Creek Drive when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	25
Spring Ridge Lane	25
Springhill Avenue	25
Springwater Drive	25
Springwood Circle	25
Springwood Road	25
Spruce Street	20
Squires Drive	25
St. Gallen Lane from Garden Ridge Boulevard to Wager Road when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	30
Stallion Circle	25
Stanford Drive	25
Stanton Court	25
Stapleton Street	25
Starleaf Place	25
Starlight Trail	20
Staton Oak Drive	25
Steamboat Drive	25
Steele Lane	25
Steeple Point Place	25
Steinbeck Circle	25
Steppington Drive	25
Sterling Parkway	25
Sterling Parkway from Bruton Orand Boulevard to approximately 400 feet east of Dwyer Lane when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	25
Stevenson Lane	25

Stewart Way	25
Stillwater Court	25
Stone Bend Lane	25
Stone Bridge Drive	25
Stone Court	25
Stone Creek Drive	25
Stone Trace Lane	25
Stone Trail Drive	25
Stonehedge Place	25
Stonehenge Lane	25
Stonehill Court	25
Stonewood Court	25
Stoney Brook Lane	25
Stornoway Drive	25
Stowe Drive	25
Strait Lane	25
Strait Lane south of Lexington Avenue	25
Stratford Lane	25
Strawn Court	25
Sugarberry Lane	25
Sullenberger Way	25
Sumac Drive	25
Summer Shade Lane	25
Summer Trail	25
Summerfields Drive	25
Summit Circle	25
Sun Meadow Drive	25
Sun Ridge Drive	25
Sunbrook Circle	25
Suncreek Path	25
Suncrest Drive	25
Sundale Drive	25
Sundown Drive	25
Sunflower Lane	25
Sunlight Drive	25
Sunny Side Drive	25
Sunnyview Lane	25
Sunrise Circle	20
Sunset Boulevard	25
Sunset Trail, between Rocky Point Road and Shiloh Road	40
Sunset Trail, west of Rocky Point Road	25

Sunstar Lane	25
Suntree Lane	25
Superior Court	25
Superior Drive	25
Superior Place	25
Surrey Court	25
Surrey Lane between Lakeside Parkway and Solano Drive	25
Surrey Woods Court	20
Surrey Woods Road	20
Surveyors Lane	25
Sutters Way	25
Sutton Drive	25
Sweet Grass Trail	25
Sweetgum Court	25
Sweetwater Lane	25
Sycamore Drive	20
Sycamore Falls Drive	25
Sycamore Leaf Lane	25
Talon	25
Tan Drive	25
Tanglewood Lane	25
Tanyard Court	25
Tara Court	25
Tarragon Drive	25
Taylor Court	25
Teaberry Court	25
Teakwood Court	25
Teakwood Drive	25
Tealwood Boulevard	25
Tealwood Circle	25
Tealwood Lane	25
Telluride Drive	25
Temple Drive	25
Tennyson Drive	25
Teresa Drive	25
Termaine Drive	25
Thames Court	25
Thistle Hill Circle	25
Thistlewood Court	25
Thompson Court	25
Thoreau Circle	25

Thorn Trail	25
Thornebrooke Drive	25
Thorny Locust Drive	25
Thrush Road	25
Tiffany Drive	25
Timber Creek Road from approximately 200 feet south of Colony Street to approximately 585 feet northeast of Kirkpatrick Lane when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	30
Timber Creek Road from approximately 150 feet south of Glen Hollow Lane to Valley Ridge Boulevard when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	30
Timber Creek Road from approximately 200 feet north of Eaton Street to approximately 200 feet east of Spring Meadow Lane when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	30
Timber Creek Road, except:	
(a) From 200 feet northeast of Kings Drive to approximately 535 feet southwest of Lori Court when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
(b) From 190 feet southwest of College Parkway to approximately 200 feet northeast of College Parkway when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
Timber Creek Trail	25
Timber Court	25
Timber Lake Court	25
Timber Meadow Drive	25
Timber Park Drive	25
Timber Ridge Lane	25
Timber Trail	25
Timber Valley Circle	25
Timber Valley Drive	25
Timber Way	25
Timberglen Drive	25
Timberhaven Court	25
Timberhaven Drive	25
Timberhill Drive	25
Timberland Pkwy	25
Timberline Drive	25

Timberview Court	25
Timberview Drive	25
Timberwood Drive	25
Timothy Drive	25
Tinsdale Drive	25
Tompkins Trail	25
Topaz Court	25
Tophill Drive	25
Tophill Lane	25
Torrey Pine Drive	25
Torreya Court	25
Tournament Lane	25
Towne View Boulevard	25
Towne View Court	25
Townsend Drive	25
Trail Ridge Lane	25
Trailwood Lane	25
Travis Court	25
Tree Line Road	25
Trellis Trail	25
Trevor Court	25
Trinity Court	25
Triple Crown Drive	25
Trotter Lane	25
Tudor Way	25
Tulane Street	25
Turnberry Drive	25
Turner Falls Circle	25
Turtle Cove	25
Twain Drive	25
Twilight Drive	25
Twin Oaks Court	25
Twistleaf Road	25
Upton Lane	25
US 377	
Beginning at the northern town limit, also being the common boundary with the City of Argyle, thence southerly along U.S. 377 a distance of approximately 2.380 miles, to Denton Creek, same being the southern town limit, a maximum speed of:	55
Vail Lane	25
Valencia Court	25
Valencia Drive	25

Valley Peak Cove	25
Valley Ridge Boulevard from Morriss Road to approximately 210 feet east of Morriss Road when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	40
Valley Ridge Boulevard from Morriss Road to approximately 410 feet east of Timber Creek Road when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	40
Valley View Lane	25
Valleydale Drive	25
Valleywood Drive	25
Vanderbilt Drive	25
Venice Avenue	25
Veronica Drive	25
Via Italia Drive	25
Viburnum Drive	25
Vicksberry Trail	25
Victory Court	25
Villa Drive	25
Village Crest Court	25
Village Crest Drive	25
Village Drive	25
Village Pkwy	25
Vintage Place	25
Virginia Pkwy	25
Wakefield Place	25
Wager Road from Kirkpatrick Lane to approximately 400 feet south of St. Gallen Lane when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	30
Walden Boulevard	25
Waketon Road from Chinn Chapel Road to Morriss Road	40
Waketon Road from the west town limits to approximately 365 feet east of Bridlewood Boulevard when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	40
Waketon Road from Morriss Road to approximately 30 feet east of Pebblebrook Lane when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	40
Walden Court	25
Walnut Grove Place	25

Walnut Street	20
Wanda Lane	20
Wareham	25
Warrington Avenue	25
Warwick Avenue	25
Watch Hill Drive	25
Water Oak Court	25
Water Oak Drive	25
Waterbend Drive	25
Waterford Drive	25
Waterstone Trail	25
Waverly Road	25
Wayne Court	25
Weathervane Lane	25
Weatherwood Drive	25
Welborne Lane	25
Welch Court	25
Welch Drive	25
Weldon Drive	25
Wembley Circle	25
Wennington Drive	25
Wentworth Drive	25
West Village Parkway	25
West Windsor Drive from Bridlewood Boulevard to approximately 235 feet east of Bridlewood Boulevard when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	30
Westerville Court	25
Westin Lane	25
Westminster Trail	25
Westwood Drive	25
Whiskerbrush Road	25
Whispering Oaks	20
White Bud Court	25
White Oak Court	25
White Pine Drive	25
Whitman Lane	25
Whitney Lane	25
Whittier Street	25
Wichita Trail	40
Wickersham Drive	25

Wicklow Court	25
Widgon Way	25
Wild Honey Court	25
Wild Wood Drive	20
Wildflower Lane	25
Wildgrove Court	25
Wildgrove Drive	25
Willa Brown Court	25
Willow Court	25
Willow Drive	20
Willow Ridge Trail	25
Willow Run Drive	25
Willowood Lane	25
Willowross Way	25
Wilshire Lane	25
Wimbledon Drive	25
Wind Swept Court	25
Windchase Drive	25
Winding Creek Boulevard	25
Winding Oaks Drive from approximately 210 northwest of Matterhorn Lane to approximately 160 feet southeast of Matterhorn Lane when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	25
Winding Path Way	25
Windmill Court	25
Windmill Lane	25
Windridge Lane north of Dixon Lane	25
Windridge Lane south of Dixon Lane	20
Windsor Drive	25
Windsor Drive from approximately 120 feet northwest of Avon Court to approximately 245 feet east of Churchill Drive when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
At All Other Times It Shall Be:	25
Windsor Terrace	25
Winecup Road	25
Winfield Circle	25
Wingate Drive	25
Winnpage Road	25
Winslow Avenue	25
Winslow Court	25
Winter Haven Bend	25

Wisdom Creek Court	25
Wisdom Creek Drive	25
Wise Lane	25
Wisteria Court	25
Withers Avenue	25
Withers Road	25
Wolcott Drive	25
Wolf Creek Trail	25
Wood Creek Circle	25
Wood Creek Drive	25
Wood Duck Way	25
Wood Trail	25
Woodberry Drive	25
Woodbine Street	25
Woodbury Drive	25
Wooded Falls Trail	25
Woodhaven Drive	25
Woodhill Drive	25
Woodhollow Drive	25
Woodland Boulevard	25
Woodland Hills	25
Woodmont Drive	25
Woodpark Drive	25
Woodridge Drive	25
Woodstone Court	25
Woodview Drive	25
Woodway Drive	25
Yaggi Drive	25
Yale Drive	25
Yeager Lane	25
Yeddo Path	25
Yorkshire Court	25
Youngworth Drive	25
Youpon Street	20
Zachary Way	25
Zane Drive	25
Zenith Avenue	25



TOWN COUNCIL AGENDA ITEM NO. 22

REGULAR ITEM

DATE: November 15, 2021

FROM: Matthew J. Hotelling, P.E., PTOE, ADAC, Senior Engineering Transportation Manager

ITEM: Consider approval of a resolution amending Resolution 12-10 by repealing the policy on implementing reduced speed limits on certain residential streets and adopting a new policy implementing increased speed limits on certain residential streets. (The Transportation Commission recommended approval by a vote of 5 to 1 at its October 13, 2020, meeting).

BACKGROUND INFORMATION: The previous agenda item regarding changing the speed limit on certain Town streets from 30 mph to 25 mph eliminates the need for Resolution 12-10, attachment 1. Resolution 12-10 allowed for a process by which neighborhoods could request that streets within their subdivision could be lowered from the state law prima facie speed limit of 30 mph down to 25 mph. If the previous agenda item was not approved, it is recommended that Resolution 12-10 remain in place to continue that option. If the previous agenda item was approved, this new resolution for a policy to implement an increase in the speed limit on certain residential streets would allow neighborhoods that felt that the new 25 mph was not reasonable and that an increase to the state law prima facie speed limit of 30 mph was reasonable and safe. This resolution would provide them with a mechanism by which to ask for and potentially be granted such increase in speed limit. The same process is being proposed as before that a minimum of 2/3 of the households within the subdivision would be in agreement with the increase. The gathering of this support would be the responsibility of the neighborhood in the form of a survey. It would be one response per household and a non-response would be considered a support for the status quo. After 2/3 support was received by staff, the case would go before the Transportation Commission (TRC) at the next available meeting date after and an engineering study was performed. A recommendation from the TRC would be brought forward to the next available Town Council meeting for final decision.

BOARD REVIEW/CITIZEN FEEDBACK: During the discussion with the TRC in regards to the Town wide speed limit reduction for residential streets, the TRC made a statement that they recommended that this resolution be put in place to provide this opportunity to the neighborhood residents.

ALTERNATIVES/OPTIONS: Resolution 12-10 to remain in place or replace it. Keeping Resolution 12-10 in place if Town wide speed limit item was approved, it would serve no purpose. Replacing Resolution 12-10 if Town wide speed limit item was disapproved, would also serve no purpose. This item is intended to complement the previous agenda item. If the town wide speed limit is approved, it is recommended that this resolution be approved. If the town wide speed limit is disapproved, it is recommended that this resolution be disapproved.

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Resolution 12-10
2. Draft new resolution

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

TOWN OF FLOWER MOUND, TEXAS**RESOLUTION NO. 12-10**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING RESOLUTION 35-06 BY REPEALING THE POLICY ON IMPLEMENTING REDUCED SPEED LIMITS ON CERTAIN RESIDENTIAL STREETS AND ADOPTING A NEW POLICY IMPLEMENTING REDUCED SPEED LIMITS ON CERTAIN RESIDENTIAL STREETS IN CERTAIN NEIGHBORHOODS IN THE TOWN OF FLOWER MOUND.

WHEREAS, the 79th Texas Legislature adopted House Bill 87 amending Section 545.356 of the Texas Transportation Code to allow municipalities to reduce the speed limit on certain types of streets to no less than twenty-five (25) miles per hour if the governing body determines that the prima facie speed limit on the road is unreasonable or unsafe; and

WHEREAS, the Town previously approved Resolution 35-06 which adopted a policy pertaining to establishing 25 mph speed limits on residential streets; and

WHEREAS, the Town desires to establish revised parameters or criteria that may be relied upon by the Town's residents and Town staff to identify the types of roads that may be eligible for a reduction in the prima facie speed limit; and

WHEREAS, the decision regarding whether the prima facie speed limit on a particular road or road segment is either unsafe or unreasonable and should be reduced to no less than twenty-five (25) miles per hour shall fall within the sound discretion of the Town Council, only, and shall be performed on an individual case by case analysis.

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

SECTION 1

All of the above premises are hereby found to be true and correct and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

SECTION 2

Resolution 35-06 and the Town's Policy for Implementing Reduced Speed Limits in Certain Residential Neighborhoods is hereby amended by repealing the existing Policy for Implementing Reduced Residential Speed Limits and a new Policy

Town of Flower Mound
TOWN SECRETARY'S OFFICE
OFFICIAL FILE COPY

RESOLUTION NO. 12-10

PAGE 2

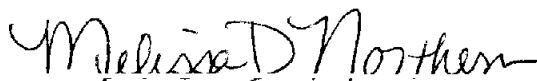
for Implementing Reduced Residential Speed Limits (the "Policy"), which Policy is attached hereto as Exhibit A and incorporated herein by reference for all purposes allowed by law, is hereby adopted as the Town's official statement regarding the eligibility criteria for consideration and the process through which neighborhoods may present certain roads to the Town Council for determination whether the thirty (30) mile per hour prima facie speed limit on a certain road is unreasonable or unsafe and declare a lower speed limit of not less than twenty-five (25) miles per hour.

SECTION 3

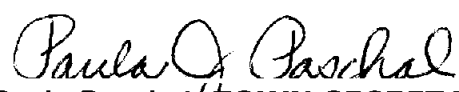
This Resolution shall take effect immediately from and after its adoption and is accordingly so resolved.

PASSED, APPROVED AND ADOPTED THIS THE 7TH DAY OF JUNE, 2010.

APPROVED:


Melissa D. Northern, MAYOR

ATTEST:


Paula Paschal, TOWN SECRETARY

APPROVED AS TO FORM AND LEGALITY:


Terrence S. Welch, TOWN ATTORNEY

TOWN OF NEW BRIDGES
TOWN SECRETARY'S OFFICE
JUN 10 2010

EXHIBIT A

Policy for Implementing Reduced Residential Speed Limits

Purpose and Need

This policy sets forth the process and eligibility criteria for the implementation of reduced speed limits on certain residential streets. This process focuses these implementations on areas near schools and major roadway construction zones. The policy also establishes an exception process should a particular street not conform to the eligibility criteria.

Introduction and Background

During the 79th Texas Legislature, House Bill 87 was signed into legislation providing authority to municipalities to alter speed limits on residential streets. This law allows municipalities to reduce the speed limit on streets with a width of 35' or less and where parking is not prohibited on one or both sides of the roadway. Further, a municipality would need to declare that the prima facie speed limit on that road is either unsafe or unreasonable. This law does not lower the basic prima facie speed limit which is currently 30 mph.

Responsibility

This policy will be implemented by the Town Manager or designee. Exception requests will be considered by the Transportation Commission for recommendation to the Town Council. Exception requests recommended by the Transportation Commission will be accompanied by an engineering study completed by the Town at the Town's cost. All reductions of neighborhood speed limits will require the approval of the Town Council.

Eligibility

For a street to be eligible for a reduction in speed limit to 25 mph, the street must be less than 35 feet in width, cannot have vehicle parking restrictions on either side of the street, and must meet one of the following location criteria:

- Located within one-quarter mile of a school site as depicted in the attached graphic
- Located within one-quarter mile of a construction zone associated with a major or minor arterial as defined on the Town of Flower Mound Thoroughfare Plan

Exceptions

Streets that do not meet the eligibility criteria can be considered on a case by case basis through the exception process. The request for an exception will include an engineering study to be completed by the Town, will be considered for recommendation by the Transportation Commission, and will be considered for adoption by the Town Council.

Implementation

Requests for reduced speed limits will be reviewed by Town staff for eligibility, or considered for an exception as described above. If the application is determined to meet the requirements, or an exception is recommended by the Transportation Commission, funding availability will be evaluated to determine if the speed limit signs can be installed during the current fiscal year. If funding is available, the request will be presented to the Town Council for consideration. If funding is not available, the neighborhood can choose to fund the cost of the sign materials and hardware or street(s) will be placed on a list of eligible streets to be included in a budget decision package during the next budget process.

Sign Design and Placement

All speed limit signs will meet the requirements contained in the Texas Manual on Uniform Traffic Control Devices. The placement of the speed limit signs will be reviewed determined by staff and coordinated with neighborhood representatives. Typical installations will only include one sign at each end of the neighborhood street, but mid-block signs will be considered on a case-by-case basis.

Town of Flower Mound
TOWN SECRETARY'S OFFICE
OFFICIAL FILE COPY

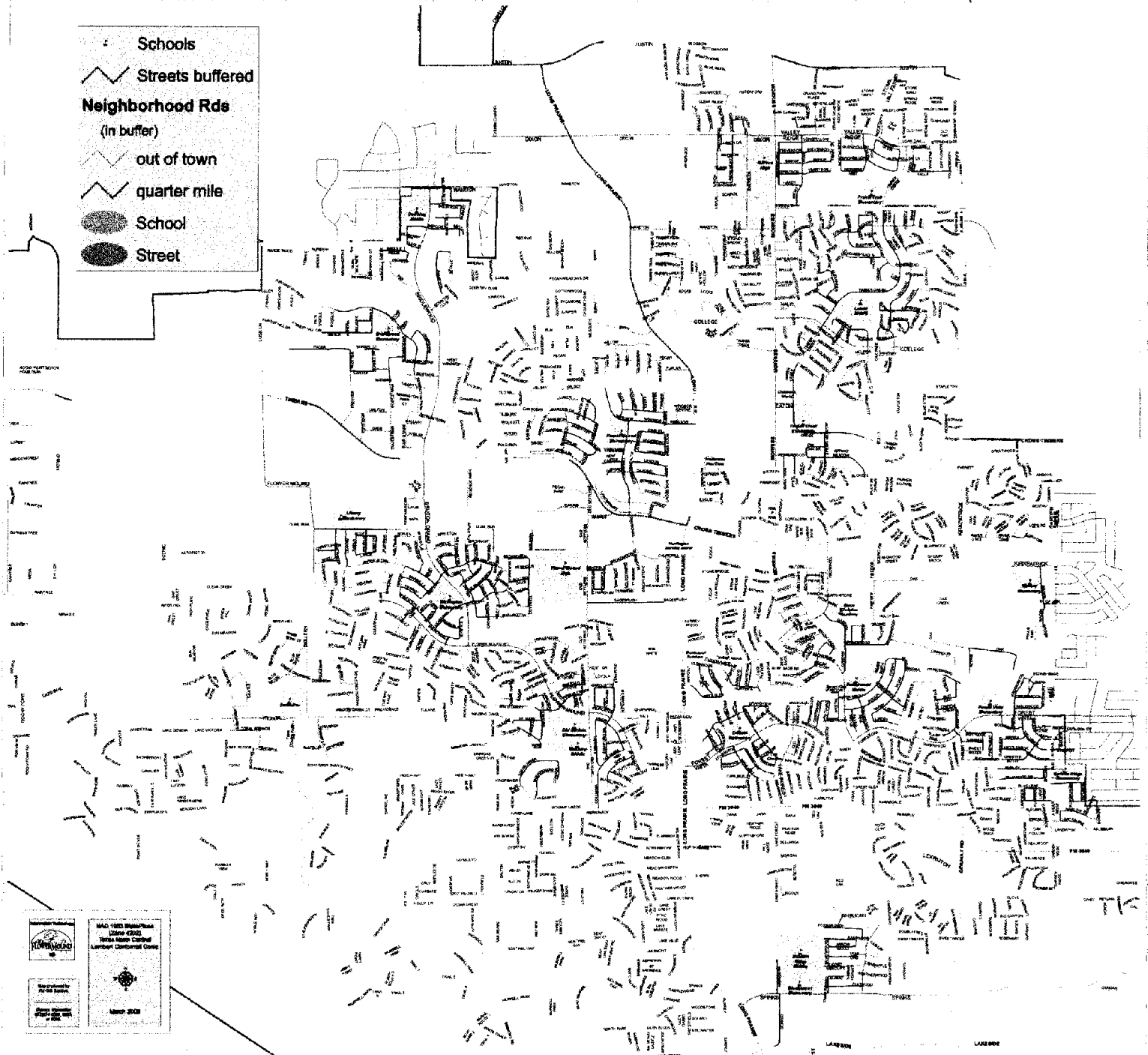
Process

The following provides a summary of the Process for Implementing Reduced Residential Speed Limits. The process is intended to be collaborative in nature, with the neighborhood representatives being stakeholders in the project.

1. Neighborhood contacts staff to request 25 mph speed limits
2. Staff establishes a point of contact for the request and project
3. Staff reviews the request and determines eligibility or directs request through exception process upon request
4. Staff reviews funding eligibility
 - a. If funding available, request is presented to Town Council
 - b. If funding not available:
 - i. Neighborhood funds cost of signs and hardware and request is presented to Town Council
 - ii. Staff submits request as a decision package during next budget process
5. Staff collects speed data prior to installation
6. Staff presents the request to the Town Council for required determination and action
7. If the Town Council declares a lower speed limit of not less than 25 mph for the roadway in question, Staff installs signs posting the speed limit at 25 mph
8. Staff collects speed data on a regular basis to determine effectiveness

Town of Flower Hill
TOWN SECRETARY'S OFFICE
OFFICIAL 9/1/2024

25 mph residential speed limit eligibility coverage



LOWE OF HOWARD COUNTY
TOWN SECRETARY'S OFFICE
OFFICIAL PUBLIC COPY

**TOWN OF FLOWER MOUND, TEXAS
RESOLUTION NO. 21-**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING RESOLUTION 12-10 BY REPEALING THE POLICY ON IMPLEMENTING REDUCED SPEED LIMITS ON CERTAIN RESIDENTIAL STREETS AND ADOPTING A NEW POLICY IMPLEMENTING INCREASED SPEED LIMITS ON CERTAIN RESIDENTIAL STREETS IN CERTAIN NEIGHBORHOODS IN THE TOWN OF FLOWER MOUND.

WHEREAS, the 79th Texas Legislature adopted House Bill 87 amending Section 545.356 of the Texas Transportation Code to allow municipalities to reduce the speed limit on certain types of streets to no less than twenty-five (25) miles per hour if the governing body determines that the prima facie speed limit on the road is unreasonable or unsafe; and,

WHEREAS, the Town previously approved Resolution 12-10 which adopted a policy pertaining to establishing 25 mph speed limits on residential streets; and,

WHEREAS, the Town desires to establish revised parameters or criteria that may be relied upon by the Town's residents and Town staff to identify the types of roads that may be eligible for an increase from 25 mph to the prima facie speed limit; and,

WHEREAS, the decision regarding whether the 25-mph speed limit on a particular road or road segment is unnecessary or a speed limit of thirty (30) miles per hour is either safe or reasonable and the speed limit should be increased to the state prima facie speed limit of no more than thirty (30) miles per hour shall fall within the sound discretion of the Town Council, only, and shall be performed on an individual case by case analysis;

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

SECTION 1

All of the above premises are hereby found to be true and correct and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

SECTION 2

Resolution 12-10 and the Town's Policy for Implementing Reduced Speed Limits in Certain Residential Neighborhoods is hereby amended by repealing the existing Policy for Implementing Reduced Residential Speed Limits and a new Policy for Implementing Increased Residential Speed Limits (the "Policy"), which Policy is attached hereto as Exhibit A and incorporated herein by reference for all purposes allowed by law, is hereby adopted as the Town's official statement regarding the eligibility criteria for consideration

and the process through which neighborhoods may present certain roads to the Town Council for determination whether the twenty-five (25) mile per hour speed limit on a certain road is unnecessary and that the state prima facia speed limit of thirty (30) miles per hour is either reasonable or safe and declare an increased speed limit of not more than thirty (30) miles per hour.

SECTION 3

This Resolution shall take effect immediately from and after its adoption and is accordingly so resolved.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS ____ DAY OF _____, 2021.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT “A”

Policy for Implementing Increased Residential Speed Limits

Purpose and Need

This policy sets forth the process and eligibility criteria for the implementation of increased speed limits on certain residential streets. This process focuses these implementations on areas that are not near schools and major roadway construction zones. The policy also establishes an exception process should a particular street not conform to the eligibility criteria.

Introduction and Background

During the 791 Texas Legislature, House Bill 87 was signed into legislation providing authority to municipalities to alter speed limits on residential streets. This law allows municipalities to reduce the speed limit on streets with a width of 35' or less and where parking is not prohibited on one or both sides of the roadway. Further, a municipality would need to declare that the prima facie speed limit on that road is either unsafe or unreasonable. This law does not lower the basic prima facie speed limit which is currently 30 mph.

The Town Council has determined that the prima facia speed limit of 30 mph is unsafe and unreasonable for the majority of residential streets within the Town limit. Accordingly, the Town Council passed an ordinance reducing the speed limit on these designated residential streets to 25 mph

Responsibility

This policy will be implemented by the Town Manager or designee. Exception requests will be considered by the Transportation Commission for recommendation to the Town Council. Exception requests recommended by the Transportation Commission will be accompanied by an engineering study completed by the Town at the Town's cost. All increases of neighborhood speed limits will require the approval of the Town Council.

Eligibility

For a street to be eligible for an increase in speed limit to 30 mph, the street must be 35 feet or greater in width, have vehicle parking restrictions on either side of the street, and may not meet either of the following location criteria:

- Located within one-quarter mile of a school site as depicted in the attached graphic; or

- Located within one-quarter mile of a construction zone associated with a major or minor arterial as defined on the Town of Flower Mound Thoroughfare Plan.

Exceptions

Streets that do not meet the eligibility criteria can be considered on a case by case basis through the exception process. The request for an exception will include an engineering study to be completed by the Town, will be considered for recommendation by the Transportation Commission, and will be considered for adoption by the Town Council.

Implementation

Requests for increased speed limits will be reviewed by Town staff for eligibility, or considered for an exception as described above. If the application is determined to meet the requirements, or an exception is recommended by the Transportation Commission, funding availability will be evaluated to determine if the speed limit signs can be installed during the current fiscal year. If funding is available, the request will be presented to the Town Council for consideration. If funding is not available, the neighborhood can choose to fund the cost of the sign materials and hardware or street(s) will be placed on a list of eligible streets to be included in a budget decision package during the next budget process.

Sign Design and Placement

All speed limit signs will meet the requirements contained in the Texas Manual on Uniform Traffic Control Devices. The placement of the speed limit signs will be reviewed determined by staff and coordinated with neighborhood representatives. Typical installations will only include one sign at each end of the neighborhood street, but mid-block signs will be considered on a case-by-case basis.

Process

The following provides a summary of the Process for Implementing Increased Residential Speed Limits. The process is intended to be collaborative in nature, with the neighborhood representatives being stakeholders in the project.

1. Neighborhood contacts staff to request 30 mph speed limits
2. Staff establishes a point of contact for the request and project
3. Staff reviews the request and determines eligibility or directs request through exception process upon request
4. Staff reviews funding eligibility

- a. If funding available, request is presented to Town Council
- b. If funding not available:
 - i. Neighborhood funds cost of signs and hardware and request is presented to Town Council
 - ii. Staff submits request as a decision package during next budget process
- 5. Staff collects speed data prior to installation
- 6. Staff presents the request to the Town Council for required determination and action
- 7. If the Town Council declares a speed limit greater than 25 mph for the roadway in question, Staff installs signs posting the speed limit at designated speed.
- 8. Staff collects speed data on a regular basis to determine effectiveness



TOWN COUNCIL AGENDA ITEM NO. 23

REGULAR ITEM

DATE: November 15, 2021

FROM: Ray Watson, Director of Economic Development

ITEM: **Public Hearing to consider approval of a resolution adopting an Economic Development Incentive Policy for the Town of Flower Mound, and providing for an effective date.**

BACKGROUND INFORMATION: The purpose of this item is to consider a resolution to adopt an Economic Development Incentive Policy to establish guidelines and criteria governing tax abatements and other incentive agreements. The document is used for consideration by staff and Council and is a general guidance policy in the evaluation of incentive requests.

Section 312 of the Texas Tax Code states that tax abatement policies are effective for two years from the date adopted. The Town's Incentive Policy expired on November 4, 2021; therefore, Town Council is in need of renewing the Policy for another two-year period in order to have the ability to provide tax abatements to prospective businesses. This is a recurring biennial request, with the next update approval to occur in 2023.

In an effort to better standardize and communicate the goals and objectives of the Policy, the following changes were made to the policy:

- Changes were made to the Economic Development Incentive Policy 2021 in an effort to clean up confusing language that on its face value does not allow incentives on speculative facilities. Remembering that Policies are guidelines, this also cleans up the policy to match previous practices of the council to incentivize speculative projects. (please see redlined language of the Economic Development Incentive Policy 2021 attached)

No financial aspects of the Policy have been changed.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Resolution
2. Economic Development Incentive Policy 2021

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, ADOPTING AN ECONOMIC DEVELOPMENT INCENTIVE POLICY FOR THE TOWN OF FLOWER MOUND; MAKING FINDINGS RELATIVE THERETO; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound ("Town") is committed to the attraction of high quality development in all parts of the Town to expand and diversify the Town's tax base; and,

WHEREAS, success in economic development ensures the Town's long-term financial stability as well as the ability to provide quality services and infrastructure to provide for ongoing improvement in the quality of life for its residential and corporate citizens; and,

WHEREAS, the Town Council of the Town of Flower Mound has determined that a policy relative to economic development incentives will provide clarity and further, will delineate the parameters of the Town's economic development incentives; and,

WHEREAS, such a policy will act as a stimulus for economic development in the Town of Flower Mound.

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

SECTION 1

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

SECTION 2

From and after the effective date of this Resolution, the attached Economic Development Incentive Policy is hereby adopted by the Town and made a part of this Resolution for all purposes.

SECTION 3

This Resolution shall take effect immediately from and after its date of passage, and it is so resolved; and all resolutions of the Town Council of the Town of Flower Mound in conflict herewith are hereby amended or repealed to the extent of such conflict.

PASSED, APPROVED AND ADOPTED THIS ____ DAY OF NOVEMBER, 2021.

Derek France, Mayor

ATTEST:

Theresa Scott, Town Secretary

ECONOMIC DEVELOPMENT INCENTIVE POLICY

I. GENERAL PURPOSE AND OBJECTIVES

The Town of Flower Mound is committed to the attraction of high quality development that meets the needs and desires of residents throughout the community and which helps to grow and diversify the local tax base. Success in economic development ensures Flower Mound's financial ability to provide continued quality service and updated infrastructure for its residential and corporate citizens.

The purpose of this policy is to establish standards and guidelines that will govern the granting of financial initiatives to facilitate economic growth. The Town encourages the use of incentives only as necessary to fill financial gaps and limits them to reasonable and appropriate project expenses which have a public benefit.

Insofar as such objectives are generally served by the enhancement and expansion of the local economy, the Town may, on a case-by-case basis, give consideration to providing financial incentives as a stimulus for commercial development in Flower Mound. It is the policy of the Town that consideration for such incentives will be provided in accordance with the procedures and criteria outlined in this document. Nothing herein shall imply or suggest that the Town is under any obligation to provide financial incentives to any applicant.

II. METHODOLOGY

All applications shall be considered and negotiated on a case-by-case basis. Incentives may be utilized only as inducements to generate development that otherwise would not occur. Incentives will not be considered if a building permit for new construction has already been issued, the purchase of an existing building has been finalized, or a tenant lease has been executed.

III. CRITERIA

Information provided in applications will be used to determine whether or not it is in the best interest of the Town to recommend incentives be offered for a project. In order to determine the feasibility of a project, a Cost/Benefit Analysis will be performed internally to determine the expected economic impact to the community. The applications shall be evaluated based upon a review of the projected fiscal, community, and employment impacts to the Town.

Specific consideration will be given to projects which further the goals and objectives of the community as described in the Town of Flower Mound Master Plan, as well as those with a significant positive impact on diversifying existing markets, adding employment, expanding the local tax base through added improvement values, and increasing sales tax revenues to the Town.

IV. AVAILABLE INCENTIVES

Tax Abatement for Real and/or Personal Property

The Town of Flower Mound may offer real and/or business personal property tax abatements for qualifying projects that meet the minimum capital investment values listed below, as authorized by Chapter 312 of the Texas Tax code. Qualifying projects include new tenancies, expansions, or renovations of existing facilities. Tax abatements shall only apply to the value of improvements made to real property and/or to the value that new business personal property has brought into the taxing jurisdiction. If the determination is made that a tax abatement should be offered for a project, the value and term of the abatement may be determined by consideration of the following factors:

- **Financial Investment in Improvements:**

Minimum Capital Investment	Years of Abatement	Percentage of Abatement
\$35 M +	Negotiable up to 10	Negotiable
\$25 M - \$34,999,999	6-7	40%
\$15 M - \$24,999,999	5	30%
\$5 M - \$14,999,999	4	25%
\$1 M¹ - \$4,999,999	3	20%

- **Increased Local Employment:**

Added Full-Time Equivalents (FTEs)	Percentage of Abatement
250 +	20%
101 – 250	15%
51 – 100	10%
25² – 50	5%

- **Competitive Living Wages:**

Average annual salaries of \$40,000 + for local employees Additional 5%

- **Environmentally Conscious Efforts:**

LEED³-registered (or equivalent) “green” development Additional 5%

The thresholds as described above are considered guidelines for establishing tax abatement agreement terms; however, the Town retains discretion to determine the resulting amounts and terms of abatement for individual projects. Nothing herein shall imply or suggest that the Town is under any obligation to provide financial incentives at any time to any applicant.

¹ Projects applying for incentive must result in a minimum capital improvement value of \$1 million.

² Projects applying for incentive must add, through relocation or new creation, a minimum of 25 FTEs.

³ LEED stands for the U.S. Green Building Council’s Leadership in Energy and Environmental Design program.

Other Incentives

Under Chapter 380 of the Texas Local Government Code, the Town may, on a case-by-case basis, consider other incentive options to promote and encourage economic development, including but not limited to:

- Cash grants
- Forgivable loans
- Hotel occupancy tax rebates
- Relocation assistance
- Matching grants
- Sales tax rebates
- Training grants
- Any combination of listed options

Fee-based incentives may also be considered in lieu of or in addition to a tax abatement if the project presents extraordinary value to the Town in terms of added tax value, increased employment opportunity, or enhanced quality of life amenities. Fee-based incentives may include the reduction or full waiver of building permit fees assessed by the Town and/or rebated impact fees.

In the case of speculative buildings, the town council may incentivize a speculative building if it meets the following qualifications: 1). Majority office space, 2). Is located in an area dedicated by the Master Plan as office and 3). Meets the town council's goals for future development.

V. EXISTING BUSINESS RETENTION/EXPANSION

The Flower Mound Town Council may consider the use of incentives to retain existing businesses that have necessity to request assistance in the cases that these businesses propose to improve or redevelop property within the Town limits, or to keep jobs in Flower Mound that would otherwise go elsewhere. Tax abatement for the expansion of an existing facility will only apply to the increased valuation of the improvements over the appraised value of the property prior to such improvements as established by the appraisal district the year in which the tax abatement agreement is executed.

VI. INCENTIVE RECONSIDERATION

Application for incentive may be made at any time and in regards to any commercial project within the Town of Flower Mound. Reconsideration of an application previously denied may be requested after any of the following alterations: the type of incentive requested is different, the terms associated with the requested incentive are different, new information related to the project and its benefit to the community is obtained, or on an annum basis following initial rejection in response to the changing economic needs, desires, goals, and objectives of the community.

Applicants seeking the reconsideration of an incentive are to complete and submit an Incentive Application

in the same manner as a new incentive request and will receive additional information in the same timely manner as a new incentive request. Previously submitted documents may be referenced in each subsequent determination.

VII. EXCEPTIONS

Tax abatements will not be considered within any Tax Increment Reinvestment Zone (TIRZ) created in the Town. Providing ad valorem tax abatements in a TIRZ would dilute the fund's projected value and limit the Town's ability to carry out approved projects within these zones. Additionally, the Town will not consider any incentives for residential projects or the residential portion of designated mixed-use projects.

In order to encourage the retention/expansion of existing business, attraction of new businesses which satisfy a community goal or objective, or to meet a special need of the community, the Town Council retains the ability to approve an incentive which does not comply with the terms outlined in this policy.

VIII. APPROVAL

All applications are considered on a case-by-case basis and all incentive agreements are subject to final approval by the Town Council. Even though a project may meet the criterion set forth in this policy, an application may be denied for any reason at the discretion of the Town.

The Town will not enter into an incentive agreement with a business entity unless the business entity, in accordance with Section 2252.908 of the Texas Government Code and rules adopted by the Texas Ethics Commission, submits a disclosure of interested parties to the Town at the time the business entity submits the signed incentive agreement to the Town.

IX. PERFORMANCE

All financial incentives granted by the Town of Flower Mound are performance-based. Should a project granted incentive fail to satisfy the terms outlined within each individual agreement, the contracted party will be denied the full amount of abatement to be received for that given year. Approved incentive agreements other than tax abatements will include individual performance measures to be met by the contracted party and specific recapture provisions intended to safeguard the Town from potential financial loss.

X. ANNUAL EVALUATION

Throughout the year, the Town will perform evaluations of approved incentive agreements in order to ensure compliance by all parties. At the end of each year, an Annual Incentives Report will be generated and made available online to the public which will summarize the status of each incentive that was active during the respective year.

XI. PROCEDURAL GUIDELINES

Any person, organization, or corporation desiring that the Town of Flower Mound consider providing incentives to encourage local economic development is expected to comply with the following procedural guidelines. Nothing within these guidelines shall imply or suggest that the Town is under any obligation to provide tax abatement or any other incentives to any applicant.

Completion of the Application

1. Applicants should complete the "Application for Economic Incentives" and include a statement explaining why incentives are being sought for the specific project.
2. The incentive request should include a map or other documentation showing the following:
 - The location of the project property and all roadways within 500 feet of the site.
 - A complete legal description of the project property.
 - Any known existing uses assigned to and conditions of the project property.
 - A summary of the proposed improvements and uses on the site.
 - A proposed project site plan and elevations, if applicable.
 - Outline any proposed changes in zoning that may be requested.
 - Statement indicating that the applicant understands the project must be compatible with the Town of Flower Mound's Master Plan, applicable building codes, and all Town ordinances.
3. Completed application forms and supplementary information may be submitted to the Director of Economic Development, at

Town of Flower Mound
ATTN: Economic Development Office
2121 Cross Timbers Road
Flower Mound, Texas 75028

Or via email by sending scanned documents to econdev@flower-mound.com.

4. All information in the application package detailed above will be reviewed for completeness and accuracy. Additional information may be requested.

Consideration of the Application

1. The application and supplemental documentation is determined by the Economic Development Office to provide a complete overview of the project and incentive request. Additional information may be requested at this time, as needed.

2. Town Council reviews the application during Closed Meeting at a regular or called meeting(s).
3. Additional information may be requested again, as needed.
4. The recommendation of the Town Council is communicated to the Economic Development Director who provide a response to the applicant on behalf of the Town.
5. If the Town Council wishes to formally consider a request for tax abatement and the project meets all applicable criteria, the Town will call a public hearing to consider the establishment of a tax reinvestment zone in accordance with Section 312.201 of the Tax Code⁴.
6. For other financial incentive requests, the Town Council shall call a public hearing to determine if the project is feasible, practical, and desirable and would continue to be of benefit to the community following the anticipated expiration of the incentive agreement.
7. If the Town Council is generally interested in granting an incentive for the project in question, terms are discussed and outlined and an agreed-upon draft incentive is constructed and verified for legal compliance.
8. The incentive agreement draft is brought before the Town Council at a regular or called meeting(s) for public presentation, discussion, and a final vote.
9. Following a majority approval vote, the Mayor or his or her designee, will execute copies of the agreement. One original agreement will be filed with the appropriate county jurisdiction and one original mailed to the contracted party. A copy of each executed agreement will be maintained in the Economic Development Office.

The Town reserves the authority to enter into incentive agreements on a case-by-case basis and at differing terms than any previous or existing agreement that may have been approved in the Town or elsewhere, whether of a similar scope and size or not. Nothing within these guidelines shall imply or suggest that the Town is under any obligation to provide tax abatement or any other incentives to any applicant.

- ⁴ If a public hearing is called to consider the incentive request, the application and all supplemental information shall be regarded as a matter of public record and will be available for inspection by the public. Notwithstanding the foregoing, pursuant to Section 312.003 of the Texas Tax Code, information the applicant provides to the Town in connection with its application or request for a tax abatement that describes the specific processes or business activities to be conducted or the equipment or other property to be located on the property for which the applicant seeks a tax abatement is confidential and not subject to public disclosure until the tax abatement agreement is executed, unless a waiver has been obtained from the applicant. The applicant's information in the custody of the Town after the agreement is executed is not confidential.

Definitions

“Abatement” means the full or partial exemption of ad valorem taxes for eligible properties in a reinvestment zone designated as such for economic development purposes. Abatement may be granted for real property improvements and/or business personal property as determined by the terms of each individual agreement.

“Base Year Value” shall mean the taxable value of the specified real property and business personal property (including inventory and supplies) located in a designated reinvestment zone on January 1 of the year of the execution of the agreement as determined by the Central Appraisal District.

“Full-Time Equivalent (FTE)” shall mean any employee working for a company on the specified project site on a forty (40) hour or more per week schedule, or a combination of two (2) or more employees on part time schedules that equal forty (40) hours.

“Reinvestment Zone” shall mean an area designated as such for the purpose of tax abatement as authorized by Chapter 312, Subchapter B, Texas Tax Code.

Application for Economic Incentives

Completed application forms and supplementary information may be submitted to: Town of Flower Mound Economic Development Office, 2121 Cross Timbers Road, Flower Mound, Texas 75028 or via email to econdev@flower-mound.com. For questions, please contact 972-874-6044.

Contact Name: _____ Date: _____

Address: _____

Phone: _____ E-mail: _____

Project/Company Name: _____

Project Address/Location: _____

Company's Primary Business: _____

Please provide the following information based on the completed project at full operation. It will be assumed that the project is phased in equal annual increments unless indicated otherwise. All values should be those on Appraisal District tax rolls. Please provide supporting documentation where appropriate. Additional pages for responses may be attached.

1. Incentive(s) Requested: _____
(Rank order of priority)

2. Necessity of Requested Incentive(s): _____
(Describe the reason(s) why this project is seeking assistance)

3. Would this project be financially feasible without requested incentive?: _____

4. Is the project a relocation or new facility expansion?: _____

a. If relocation, please state current location(s): _____

5. Is the project new construction or lease?: _____

a. If new construction, is it a shell building or build-to-suit?: _____

b. If new construction, number of water and irrigation meters and size(s): _____

c. If a lease, will it occupy existing space or new construction?: _____

6. Number and square footage of proposed/existing project building(s): _____

7. Will the incentive applicant be the owner and/or a tenant?: _____

8. List the specific operations to be performed at proposed location (products produced/distributed, services provided, etc.):

9. Projected date of occupancy: _____

10. Property Size (Acreage): _____ 11. Current assessed value of land: _____

12. Estimated value of improvements to property: _____

13. Proposed uses for project: _____
(Include percentage of each use based on total project space)

14. Estimated value and description of business personal property: _____

15. Estimated value of end-of-year inventory subject to triple freeport exemption: _____

16. Number of new FTEs on-site: _____ 17. Average annual salary: _____

18. Annual estimated sales subject to local sales tax: _____

19. Annual estimated sales subject to Town hotel occupancy tax: _____

20. Will Flower Mound be designated as point of sale for construction/equipment purchases?: _____

- a. If so, estimated project construction/equipment cost?: _____

21. Is this anticipated to be a LEED certified (or equivalent) project?: _____

22. Is the property zoned to accommodate proposed use(s)?: _____

- a. If not, what zoning is required for project?: _____

23. Other factors the applicant would like to have taken into consideration: _____

24. Please sign here signifying that you understand the project must be consistent with the Town's Master Plan, applicable development codes, and all ordinances to be considered for incentives and to indicate that you believe the proposed project does, in fact, meet those criteria: _____

Supplemental Attachments – Check all documents that may be attached to submitted application:

- | | |
|---|--|
| ☐ Map of property location | ☐ Summary of proposed site improvements |
| ☐ Legal description of property | ☐ Proposed project site plan |
| ☐ Existing uses assigned to property | ☐ Proposed project elevations |

Town Council Future Agenda Items



SCHEDULED	11/18/2021	Work Session	Presentation and discussion regarding the Lakeside Business District
		Work Session	Presentation and discussion on development options within the Cross Timbers Conservation Development District
	12/6/2021	Consent	Consider approval of the sale and consumption of alcoholic beverages (beer and wine) at Bakersfield Park, during the 2022 Independence Fest (The Parks Board recommended approval by a vote of ____ to ____ at _____ meeting).
		Consent	US 377 @ FM 1171 Water Line Loop Relocation - Design Amendment 1
		Consent	Consider approval of the installation of light poles and LED fixtures for the Leonard & Helen Johns Park CIP project, from Musco Sports Lighting, LLC, through the Texas Local Government Purchasing Cooperative, in the amount of \$207,452.00.
		Consent	Consider approval of the installation of light poles and LED fixtures for the Glenwick Park Upgrade CIP project, from Musco Sports Lighting, LLC, through the Texas Local Government Purchasing Cooperative, in the amount of \$201,543.00.
		Consent	Consider approval of a resolution authorizing the adoption of the Program Year 2020 Consolidated Annual Performance & Evaluation Report for the Community Development Block Grant; and authorization for the Mayor to execute same on behalf of the Town and submit to the U.S. Department of Housing and Urban Development.
		Consent	Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2020, and ending on September 30, 2021, as adopted by Ordinance No. 27-20 and amended by Ordinance No. 37-20, No. 09-21, No. 18-21 and No. 28-21 for adjustments to the General Fund, Fund.
		Consent	Consider approval of the renovation of softball and baseball infields at Bakersfield Park and Gerault Park, from MasterTurf Products and Service, Inc., through the Texas Local Government Purchasing Cooperative, in an amount not-to-exceed \$186,133.00.
		Consent	Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider approval of a resolution amending the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget for the fiscal year beginning on October 1, 2020, and ending on September 30, 2021, as adopted by Resolution No. 18-20 and amended by Resolution No. 07-21.

SCHEDULED	12/6/2021	Consent	Consider approval of a Memorandum of Agreement between the Town of Flower Mound and Texas A&M Extension Service (TEEX) for customized training of executive and command staff for the Emergency Operations Center in the total amount of \$20,715.00 and authorization for the Mayor to approve same on behalf of the Town.
		Consent	Consider approval of Standards of Care for Youth Recreation Programs operated by the Town, in accordance with the Texas Human Resources Code - Section 42.041 and to adopt an ordinance providing for said Standards.
		Consent	City Works Migration and Implementation Services
		Consent	Consider approval of a Professional Services Agreement with Pacheco Koch Consulting Engineers, Inc., for the design phase services associated with the Lopo Road Reconstruction and Wood Creek Circle Reconstruction project, in the amount of \$153,447.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of the 2021 Annual Report for the Flower Mound Tax Increment Reinvestment Zone #1 (TIRZ #1) in accordance with Chapter 311 of the Texas Tax Code
		Consent	Consider approval of an ordinance amending Appendix A "Fee Schedule" to update Library fees.
		Consent	Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider approval of a resolution amending the Town of Flower Mound Crime Control and Prevention District budget for the fiscal year beginning on October 1, 2020, and ending on September 30, 2021, as adopted by Resolution No. 19-20 and amended by Resolution No. 02-21 and No. 07-21.
		Presentation	Proclamation and presentation of Hometown Hero to Bailey Rogers.
		Presentation	Announcement and Presentation of 2021 Outstanding Citizen Award(s)
		Regular	Public Hearing to consider an ordinance amending the zoning (ZPD21-0005 – Emerald Place) from Agricultural District uses to Planned Development District No. 183 (PD-183) with Single Family District-10 (SF-10) uses and with certain modifications to the Code of Ordinances. The property is generally located west of Wager Road and south of Kirkpatrick Lane. (On August 30, 2021, the Planning and Zoning (P & Z) Commission tabled this item to their September 13, 2021, meeting by a vote of 6 to 0.) P & Z recommended denial by a vote of 6 to 0 at its September 13, 2021, meeting.) (The Town Council moved to postpone this item by a vote of 5 to 0 at its October 4, 2021, meeting.)

SCHEDULED	12/6/2021	Regular	Public Hearing to consider an ordinance amending the Master Plan (MPA21-0007 – Emerald Place) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Estate Residential to Medium Density Residential uses. The property is generally located west of Wager Road and south of Kirkpatrick Lane. (On August 30, 2021, the Planning and Zoning (P & Z) Commission tabled this item to their September 13, 2021 meeting by a vote of 6 to 0.) (P & Z recommended denial by a vote of 6 to 0 at its September 13, 2021, meeting.) (The Town Council moved to postpone this item by a vote of 4 to 1 at its October 4, 2021, meeting.)
	12/16/2021	Work Session	Development fee study presentation and impact fee discussion.
	1/3/2022	Consent	Consider approval of the purchase of street leveling services from Nortex Concrete Lift & Stabilization, Inc., through a City of Grand Prairie contract, in the estimated annual amount of \$75,000.00.
		Consent	Water Emergency Preparedness Plan
		Consent	Consider approval of a Charter Service Agreement with _____ in an annual amount not-to-exceed \$_____, to provide shuttle buses for various special events and the day camp program; and authorization for the Mayor to execute same on behalf of the Town.
		Presentation	Tarrant County to present 2020 Coronavirus Pandemic historical book.
	2/21/2022	Presentation	Environmental Conservation Commission Update
	3/21/2022	Presentation	School Liaison Committee Update
	4/18/2022	Presentation	Community Development Corporation and Parks Board Update
	5/16/2022	Presentation	Transportation Commission Update
	6/16/2022	Presentation	All Together Flower Mound Commission Update
	6/20/2022	Presentation	Veterans Liaison Board Update