

AGENDA

FLOWER MOUND TOWN COUNCIL REGULAR MEETING

4/4/2022

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

6:00 P.M.

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

Please silence all electronic devices in Jody Smith Hall

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

A. CALL MEETING TO ORDER

B. INVOCATION

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

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

D. TOWN MANAGER'S REPORT

1. Development application process overview and Cross Timbers Business Park update

E. 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, and times may be adjusted by the mayor
- Donated time will not be recognized
- 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 regarding any item on this agenda that is not a "Public Hearing". Issues regarding daily operational or administrative matters should first be dealt with by calling Town Hall at 972.874.6000 during business hours.

F. ANNOUNCEMENTS

1. Announcements from the mayor and council members

G. FUTURE AGENDA ITEMS

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

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H. COORDINATION OF CALENDARS

1. A regular meeting is scheduled for Monday, 4/18
2. A work session is scheduled for Thursday, 4/21
3. Discuss hosting a Lakeside Development Discussion on 4/28, 11am-2pm
4. Discuss and consider rescheduling the Strategic Planning Session from 6/24 to 6/16

I. CONSENT ITEMS

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

1. Minutes 3/21- Consider approval of the minutes from a regular meeting of the Town Council held on March 21, 2022.
2. Rooftop HVAC Replacement- Consider approval of Quote Number: 02-10514-22-001 Co-op Contract Number: USC 15-JLP-023 from Trane for the replacement of three rooftop HVAC units at the Municipal Courts and Police building in the amount of \$71,970.00.
3. Scenic Dr Waterline- Consider approval of a Development Agreement for the CNIK Addition Project for the amount not to exceed \$147,000.00; and authorization for the Mayor to execute same on behalf of the Town.
4. Inflow Infiltration Flow Monitoring- Consider approval of the Professional Services Agreement with RJN Group, Inc., for Flow Monitoring and Analysis associated with the Inflow and Infiltration project, in the amount of \$246,046.00; and authorization for the Mayor to execute same on the behalf of the Town.
5. Bakers Branch @ 1612 Strait Ln CO1- Consider approval of Change Order No. 1 for the Bakers Branch Stabilization at 1612 Strait Lane project, amending the contract with KEC Retaining Walls & Construction, Inc., to provide an increase to the contract in the amount of \$74,154.90; and authorization for the Mayor to execute on behalf of the Town.
6. Bobcat Purchase- Consider approval of the purchase of one T770 T4 Bobcat per Town of Flower Mound Specifications and Vendor Quote from Bobcat Equipment Company in the amount of \$63,378.26; and authorization for the Mayor to execute on behalf of the Town.
7. Vehicle Purchases (2)- Consider approval of the purchase of one 2022 Ford F350 Regular Cab One Ton Truck with Dump Body and one 2022 Ford F550 Crew Cab One Ton Truck with Service Body per Town of Flower Mound Specifications and Vendor Quote from Sam Pack's Five Star Ford in the amount of \$58,853.50 and \$53,768.66, respectively; and authorization for the Mayor to execute on behalf of the Town.

J. REGULAR ITEMS

8. Curfew Ordinance- The second of two Public Hearings to review Chapter 50, Article III, "Offenses regarding Minors," Division 2, "Curfew." and to consider adopting an ordinance reinstating the Town of Flower Mound Juvenile Curfew Ordinance, which expired on February 18, 2022

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9. SUP21-0008 - River Walk Retail- Public Hearing to consider an ordinance granting Specific Use Permit No. 474 (SUP21-0008– River Walk Retail Phase II) to permit a fast food restaurant with a drive-through window. The property is generally located south of Promenade Way and east of Long Prairie Road. (P&Z recommended approval by a vote of 4 to 2 at its March 28, 2022, meeting.)
10. RP22-0002 - Trimble Addition- Public Hearing to consider a request for a Replat (RP22-0002 – Trimble Addition Lot 1 & 2, Block A) to create two residential lots with an exception to the grading criteria, regarding residential lot-to-lot drainage, contained in the Town's Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances. The property is generally located east of High Road and south of Arabian Circle. (P&Z recommended approval by a vote of 6 to 0 at its March 28, 2022, meeting.)
11. SUP21-0011 - High Rd Access. Dwelling- Public Hearing to consider an ordinance granting a Specific Use Permit No. 476 (SUP21-0011– 3800 High Road Accessory Dwelling) to permit an accessory dwelling. The property is generally located east of High Road and south of Arabian Circle. (P&Z recommended approval by a vote of 6 to 0 at its March 28, 2022, meeting.)
12. SUP21-0012 - Ivybrook Academy- Public Hearing to consider an ordinance granting Specific Use Permit No. 477 (SUP21-0012– Ivybrook Academy – Prairie Plaza Building 6) to permit a day care center use. The property is generally located north of Cross Timbers Road and west of Long Prairie Road. (P&Z recommended approval by a vote of 6 to 0 at its March 28, 2022, meeting.)
13. ZPD21-0011 - Townlake Phase 5 & 6- Public Hearing to consider an ordinance for rezoning (ZPD21-0011 – Townlake Phase Five & Six) from Agricultural District (A) to Planned Development District No. 187 (PD-187) for a cluster development with certain modifications and exceptions to the Code of Ordinances. The property is generally located south of Cross Timbers Road and east of Scenic Drive. (ECC recommended approval of the Open Space Management Plan by a vote of 6 to 0 at its February 1, 2022, meeting.) (P&Z recommended approval by a vote of 5 to 0 at its March 28, 2022, meeting.)
14. TRP21-0036 - Townlake Phase 5 & 6- Public Hearing to consider an application for a tree removal permit (TRP21-0036) for forty-seven (47) specimen trees on property proposed for development as Townlake Phase Five & Six residential development. The property is generally located south of Cross Timbers Road and east of Scenic Drive. (The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its February 1, 2022, meeting).

K. **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.

Town Council Meeting Agenda**April 4, 2022****Page 4****L. CLOSED MEETING**

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

- a. Consultation with Town Attorney.
 - 2006 Rule 11 agreement and dismissal, Cause No. 2005-20153-158 and Flower Mound Ranch Development Applications
 - Cross Timbers Business Park application (ZPD21-0014)
 - Estuary Pointe Development
- b. Discuss and consider purchase, exchange, lease or value of real property for parks, public rights-of-way, and/or other municipal purposes and all matters incident and related thereto.
- c. Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, Community Development Corporation, and Planning and Zoning Commission.
- 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.

M. 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.

N. ADJOURN MEETING

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Flower Mound, Texas, in a place convenient and readily accessible to the general public at all times and said Notice was also posted on the Town's website in accordance with GC Section 551.056 on the following date and time: April 1, 2022, at 4:30 p.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary

The Flower Mound Town Hall and Jody Smith Hall are wheelchair accessible. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting by contacting Theresa Scott, Town Secretary, at 972.874.6076.



TOWN COUNCIL AGENDA ITEM NO. 1

CONSENT ITEM

DATE: April 4, 2022

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council held on March 21, 2022.

BACKGROUND INFORMATION: The Town Council held a regular meeting on March 21, 2022.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes 3/21

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

FLOWER MOUND TOWN COUNCIL MEETING OF MARCH 21, 2022

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THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 21ST DAY OF MARCH 2022, IN THE FLOWER MOUND TOWN HALL, LOCATED AT 2121 CROSS TIMBERS ROAD IN THE TOWN OF FLOWER MOUND, COUNTY OF DENTON, TEXAS AT 6:00 P.M.

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

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

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

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

Theresa Scott	Town Secretary
Bryn Meredith	Town Attorney
James W. Childers	Town Manager
Tommy Dalton	Assistant Town Manager
Tiffany Bruce	Assistant Town Manager/Town Engineer
Lexin Murphy	Director of Planning Services
Tammy Wilson	Exec Dir of Fiscal and Administrative Services/CFO
Ray Watson	Director of Economic Development
Henry Lucio	Lieutenant, Flower Mound Police Department
Sue Ridnour	Director of Library Services

A. CALL MEETING TO ORDER

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

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

Chaplain Richard Plunk gave the invocation and Mayor France led the pledges.

D. PRESENTATIONS

1. Proclamation and presentation of Hometown Hero-Austin McDaniel

This presentation was postponed at the request of the family for a date to be determined due to inclement weather.

2. Recognition of the Flower Mound Citizens Academy - Class of 2022

Ms. Scott gave a presentation identifying or noting:

- Background information
- 10 sessions and 1 field trip (January 11 – March 10)
- Thank you to facilitators
- Picture slideshow

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- Class Pledge
 - 2023 sign up information
3. Book presentation by Tarrant County Clerk (2020 Coronavirus Pandemic Book).

Mary Louise Nicholson, Tarrant County Clerk, presented Sue Ridnour, Director of Library Services, a book documenting the county response to the 2020 Coronavirus Pandemic.

4. School Liaison Committee (SLC) Update

Jonathan Heckman, School Liaison Committee member, gave a presentation identifying or noting accomplishments and initiatives they are working on.

E. PUBLIC COMMENT

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

	Speaker names and address	Subject (as written on the form or stated)
1.	Pat Aistrup, 6641 Elderberry Way	Westside Warehouses
2.	Todd Bayuk, 10845 Pedernales Falls Dr	Cross Timbers Business Park
3.	Joshua Bostick, 11383 Misty Ridge Dr	Flower Mound Warehouse/Business Park
4.	Melanie Bostick, 11383 Misty Ridge	No Warehouses
5.	Maria Brown, 6709 Canyon Oak Ct	Warehouses
6.	Rachal Capulli, 6916 Broomsedge Dr	Warehouses
7.	Austin Carlidge, 11601 Slumber Falls	Warehouses
8.	Robbie Cox, 3001 Wood Trail	People & Process above politics; open/transparent work sessions; comprehensive MP review; for all residents
9.	Chris Drew, 5209 Ravine Ridge Ct	Cross Timbers Business Park
10.	Karl Ginder, 9116 Apache Trail	Navajo Bluffs Ct.
11.	Robert Haug, 4904 Long Pond With donated time from: Lori Haug, 4904 Long Pond	Warehouse 1171
12.	Dan Klemetsen, 6925 Basket Flower Rd	Warehouses
13.	Don Ledbetter, 3453 Courtney Drive	GoZone
14.	Larry Mathis, 6336 Savannah Oak Tr	D/C Warehouses
15.	Patsy Mizeur, 1821 Castle Ct With donated time from: Paul Stone, 1868 Meyerwood Ln Brenda Windham, 3896 Quail Run Alexis Grossman, 1868 Meyerwood	Cross Timbers Business Park
16.	Wesley Parton, 10833 Pedernales Falls Dr With donated time from: Maria Parton, 10833 Pedernales Falls Dr	Warehouses
17.	Candice Pettit, 11359 Gable Cir	Warehouses
18.	Jeanette Phoenix, 5210 Long Prairie Rd #1717	Slum Lords & Property Values
19.	Carolyn Stensrud, 5232 Ravine Ridge Ct	Warehouses

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20.	Kendra Stephenson, 4801 Steinbeck With donated time from: Amy Wallace, 2913 Trailwood Ln Brad Cooper, 3819 Maple, Dallas Caleb Bardin, 3819 Maple, Dallas Sam Williams, 3819 Maple, Dallas Dylan Smith, 3819 Maple, Dallas	CTBP
21.	Carolyn Glover, 6209 Savannah Oak Trail, Argyle	Cross Timbers Bus. Park
22.	Eric Jensen, 6209 Savannah Oak Trail, Argyle	No to Warehouses!
23.	John Leonard, 11500 Antler Ridge, Argyle With donated time from: Vickie & Rick Warner, 3529 Misty Meadow Ln, Northlake	Cross Timbers
24.	Aaron Zamora, 7120 Elk Springs Dr., Argyle	Dist Center
25.	Jennifer Zunuch, 11608 Slumber Falls Dr, Argyle	Warehouses
26.	Deborah Dallas, 105 Big Sky Circle, Northlake With donated time from: Dana Anderson, 3509 Northlake Dr, Northlake Erin Kenny, 5216 Ravine Ridge Ct Scott Kenny, 5216 Ravine Ridge Ct	Warehouses
27.	Alex Piscioti, 3716 Watermill Way, Northlake	Warehouses
28.	Susan Vitek, 11316 Bull Head, Roanoke	Against the Warehouses
29.	Dave Aistrup, 6641 Elderberry Way*	
30.	Michael S. Allen, 11621 Cedar Grove*	
31.	Sally Allen, 11621 Cedar Grove*	
32.	Ruth Angel, 11300 Dusty Trail Ct*	
33.	Cathleen Ascensio, 10905 Smoky Oak Trl*	
34.	Stacie Bambauer, 6928 Basket Flower*	
35.	Jeff Brown, 6709 Canyon Oak Ct*	
36.	Diane Campbell, 6936 Basket Flower Rd*	
37.	Michele Carlson, 11325 Bull Head Ln*	
38.	Nancy Heck, 5200 Ravine Ridge Ct*	
39.	Ron Heck, 5200 Ravine Ridge Ct*	
40.	Scott Howell, 6555 Dolan Falls Dr*	
41.	Michell Jobe, 11358 Misty Ridge Dr*	
42.	Shiva Kumal Julakanti, 11508 Misty Ridge Dr*	
43.	Avinash Kumar, 4812 High Ridge Trail*	
44.	Vong Miphourieng, 11600 Bull Creek Dr*	
45.	Scott Morgan, 6409 Whiskerbrush*	
46.	Alison Mosely, 10925 Smoky Oak Trail*	
47.	Jeff Mosely, 10925 Smoky Oak Trail*	
48.	Stacy Pace, 11609 Cedar Grv*	
49.	Mary Panico, 11617 Cedar Grove*	
50.	Carrie Rain, 11508 Feather Reed Rd*	
51.	Sadhan Rajesh, 5008 High Ridge Trail*	
52.	Joshua Rivera, 10913 Smoky Oak Trail*	
53.	Karyssa Rivera, 10913 Smoky Oak Trail*	

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54.	Jason Robins, 5201 Ravine Ridge Ct*
55.	Shannon Robbins, 5201 Ravine Ridge Ct*
56.	Jackie Saxon, 5113 High Ridge Trl*
57.	James Saxon, 5113 High Ridge Trl*
58.	Luke Steisrud, 5232 Ravine Ridge Ct*
59.	Satya Sudesh, 4812 High Ridge Trail*
60.	Lindsey Test, 11609 Cedar Grv*
61.	Lori Villalon-Arriaga, 10913 Smoky Oak Trl*
62.	Tracy Villalon-Arriaga, 10913 Smoky Oak Trl*
63.	James Wilson, 6221 Savannah Oak*
64.	Debbie Worley, 11612 Little Elm Creek Rd*
65.	Victor Worley, 11612 Little Elm Creek Rd*
66.	Paula Cuva, 11409 Antler Ridge Way, Argyle*
67.	Sandeep Gangireddy, 10624 Smoky Oak Trail, Argyle*
68.	Haylie Leonard, 11500 Antler Ridge Way, Argyle*
69.	Kammie Leonard, 11500 Antler Ridge Way, Argyle*
70.	Karlie Leonard, 11500 Antler Ridge Way, Argyle*
71.	Kenzie Leonard, 11500 Antler Ridge Way, Argyle*
72.	Jamie Lockett, 6213 Savannah Oak Tr, Argyle*
73.	Lisa Lockett, 6213 Savannah Oak Trail, Argyle*
74.	Matt Slaton, 2001 Winthrop Hill Rd, Argyle*
75.	Greg Anderson, 3509 Northdale Ln, Northlake*
76.	Caleb Brown, 4217 Greenthread Way, Northlake*
77.	Amy Bruza, 1005 Coralberry Dr, Northlake*
78.	Chris Danicki, 1109 Indian Grass Lane, Northlake*
79.	Corinne Danicki, 1109 Indian Grass Lane, Northlake*
80.	Angela Hammond, 1709 Twistleaf Northlake*
81.	Katie Leonard, 1005 Coralberry Dr, Northlake*
82.	Zachary Leonard, 1005 Coralberry Dr, Northlake*
83.	Dane McWilliams, 4212 Mistflower Way, Northlake*
84.	Michele Meersman, 1412 Tanglewood Trl, Northlake*
85.	Robert Meersman, 1412 Tanglewood Trail, Northlake*
86.	Kim Pisciotto, 3716 Water Mill Way, Northlake*
87.	Dawn Schwalm, 1108 Berrydale Dr, Northlake*
88.	Matt Schwalm, 1108 Berrydale Dr, Northlake*
89.	Robert Carlson, 11325 Bull Head Lane, Roanoke*
90.	Kim Gassner, 11317 Bull Head Lane, Roanoke*
91.	Roger Summerlin, 11309 Bull Head Lane, Roanoke*
92.	Eddie Wicker, 11620 Cedar Grove, Roanoke*****
93.	Sharilyn Wicker, 11620 Cedar Grove, Roanoke*****
94.	Brian Hargrove, 6713 Canyon Oak Ct**
95.	John Jobe, 11358 Misty Ridge Dr***
96.	Stacey Leonard, 11500 Antler Ridge Way, Argyle***
97.	Kev Schrage, 3325 Meridian, Northlake****

*Indicated do not wish to speak but to record opposition to warehouses/Cross Timbers Business Park

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**Did not indicate speaking or not on the public comment form, and not present when Mayor called their name. Public comment form indicates opposition to warehouses/Cross Timbers Business Park.

***Did not indicate speaking or not on the public comment form, and not present when Mayor called their name. No topic indicated on public comment form.

**** Did not indicate speaking or not on the public comment form, and not present when Mayor called their name. No topic indicated on public comment form. "In support" is checked on the public comment form.

***** Indicated do not wish to speak on public comment form with topic of warehouses. "In support" is checked on the public comment form.

***** Indicated do not wish to speak but to record support to the warehouses/Cross Timbers Business Park

Town Council recessed at 8:12 p.m. and reconvened at 8:25 p.m.

F. ANNOUNCEMENTS

Several members of Council expressed appreciation and concern for the safety of the firefighters working the Eastland and other area fires.

Deputy Mayor Pro Tem Sharma expressed appreciation for the Parks staff and the Festival of Colors event last Saturday.

Mayor France announced the Mayor's Chili Challenge is scheduled for March 31, 5:30 p.m., at McAuliffe Elementary School in Highland Village.

G. TOWN MANAGER'S REPORT

Mr. Childers or Ms. Bruce provided an update or report on:

1. Capital improvement projects
 - Shiloh Road public works project
 2. Economic Development projects
- No discussion.
3. Operational updates
 - Traffic engineering update
 - LISD Career Out day
 - Website update launch

H. FUTURE AGENDA ITEMS

1. Councilmember Engel proposed doing some type of work session on the topic of the Cross Timbers Business Park (CTBP).

Mr. Meredith outlined open meeting requirements for a non-regular meeting format.

Mr. Dalton clarified next steps regarding the CTBP application.

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There was Council discussion regarding:

- Timing and the current application process
- Possibility of an off-site "Town Hall" meeting and whether there is value or additional information that can come out of that meeting.

There was Council consensus to proceed with a Town Hall meeting regarding CTBP.

I. COORDINATION OF CALENDARS

1. The next Town Council regular meeting is scheduled for Monday, April 4.

Mayor France announced the above referenced meeting and confirmed that all members of Council plan to be present at that meeting.

J. CONSENT ITEMS

1. Consider approval of the minutes from a regular meeting of the Town Council held on March 7, 2022.
2. Consider approval of updated 3-year agreement for Town Printer Management Agreement and authorization for the Mayor to execute same on behalf of the Town.
3. Consider approval of a proposal to conduct a Water and Wastewater Cost of Service and Rate Design Study with NewGen Strategies & Solutions for \$35,000.
4. Consider approval of the purchase of dual-certified Firefighter gear in the amount of \$61,625.00 from Casco Industries through BuyBoard Contract 603.20 and authorization for the Mayor to approve same on behalf of the Town.
5. Consider approval of Agenda Management System with CivicClerk in the amount of \$18,900 and authorization for the Mayor to execute same on behalf of the Town.

Mayor Pro Tem Bumgarner moved to approve by consent Items 1 – 5, as presented in the agenda caption. Councilmember Engel seconded the motion. Each item, as approved by consent, is restated above, and if applicable, the Ordinance or Resolution caption for each, for the record.

VOTE ON MOTION:

Motion passed

AYES: MARTIN, ENGEL, BUMGARNER, SHARMA, SCHIESTEL

NAYS: NONE

K. REGULAR ITEMS

6. Consider approval of the Annual Comprehensive Financial Report (ACFR) for the fiscal year ended September 30, 2021.

Staff Presentation

Mr. Childers explained why this is a regular item as opposed to a consent item as it has been in the past.

Ms. Wilson introduced Dianne Terrell, Eide Bailly, LLP, who conducted the audit.

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Ms. Bailly provided background information regarding the audit process. She noted no audit adjustments were presented and highlighted various financial information in the audit report.

She, Ms. Wilson, or Mr. Childers responded to questions from Council regarding:

- Would the audit uncover misuse of purchasing cards

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

VOTE ON MOTION:

Motion passed

AYES: SCHIESTEL, SHARMA, BUMGARNER, ENGEL, MARTIN

NAYS: NONE

7. The first of two Public Hearings to review Chapter 50, Article III, "Offenses regarding Minors," Division 2, "Curfew."

Staff Presentation

Lt. Lucio gave a presentation identifying or noting:

- State regulations
- Curfew ordinance definitions, violations, exceptions
- Alcohol and tobacco violations during curfew hours
- Total citations issued to juveniles for curfew violations in last 3 years
- What ordinance does from a law enforcement perspective

and he responded to questions from Council regarding:

- If there is a reason for the jump in alcohol and tobacco incidents between 2020 and 2021
- Why are there fewer citations than incidents

Mayor France opened the Public Hearing at 9:11 p.m. No one spoke. Mayor France closed the Public Hearing at 9:11 p.m.

No action is required at this time.

8. Public Hearing to consider an ordinance granting Specific Use Permit No. 472 (SUP21-0005 – Bosco Boat Dealership) to permit inclusion of Retail, general (outdoors) use for a boat dealership within an existing car dealership facility. The property is generally located south of Justin Road and east of Stone Hill Farms Parkway. (P&Z recommended approval with conditions by a vote of 6 to 0 at its December 13, 2021, meeting.) (On February 7, 2022, Town Council postponed this item to the March 21, 2022, meeting by a vote of 5 to 0 at the Applicant's request).

Staff Presentation

Ms. Murphy stated that the applicant indicated they would like to postpone this item.

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Applicant Presentation

Paul Bosco, Jr., 4509 Mahogany Lane, Copper Canyon

Mr. Bosco indicated he is acceptable to postponing or going forward with the item. He noted there are some things that changed at the P & Z meeting regarding some elements that need to remain or removed from the SUP. He also pointed out there were some circumstances with code enforcement.

Mr. Childers clarified that there isn't a reason to postpone this item for the administrative aspects of the application based on a discussion earlier today.

Mayor France opened the Public Hearing at 9:17 p.m. No one spoke. Mayor France closed the Public Hearing at 9:17 p.m.

There was Council discussion regarding:

- How some elements in the SUP are crossed out but some of those are important and will need to remain
- The merits of postponing the item

Mayor Pro Tem Bumgarner moved to postpone this item to June 6, 2022. Councilmember Schiestel seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: MARTIN, ENGEL, BUMGARNER, SHARMA, SCHIESTEL

NAYS: NONE

9. Presentation and discussion on land development along the I-35W corridor.

Staff Presentation

Mr. Watson gave a presentation identifying or noting:

- Background information
- Parameters used
- IH-35 corridor map
- IH-35 growth corridor
- Hillwood Development projects (residential, commercial, and industrial)
- The Ridge @ Northlake
- Robson Ranch
- Hunter-Cole Ranch
- Circle T Ranch Corporate Business Park

and he responded to questions or comments from Council regarding:

- Clarification regarding the location of the Hillwood Development projects
- Past missed opportunities with some of the companies identified
- If the type of commercial for Hunter-Cole Ranch is known

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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.

No discussion.

M./N. CLOSED/OPEN MEETING

The Town Council convened into a closed meeting at 9:39 p.m. on March 21, 2022, 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, and reconvened into an open meeting at 10:53 p.m. on March 21, 2022, and no action was taken on the following items:

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

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O. ADJOURN REGULAR MEETING

Mayor France adjourned the meeting at 10:53 p.m. on Monday, March 21, 2022, 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: April 4, 2022

FROM: Jeff Garner, Director of Facilities Management

ITEM: Consider approval of Quote Number: 02-10514-22-001 Co-op Contract Number: USC 15-JLP-023 from Trane for the replacement of three rooftop HVAC units at the Municipal Courts and Police building.

BACKGROUND INFORMATION: There are 12 rooftop HVAC units on the Municipal Court and Police building. Nine of the units have been replaced and the three remaining original rooftop HVAC units at the building have reached their life expectancy and need to be replaced. During the 21-22 budget process we submitted a funding request to replace the three HVAC units. Facilities Management has received four quotes for the replacement of the units. Trane returned the best and lowest price quote for the work.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$71,970.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$21,970.00	100-655-59200-4030
\$50,000.00	100-655-59200-6120

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. TRANE QUOTE NUMBER: 02-10514-22-001

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



Service Quote

Item: A3 Qty: 1 Tag(s): RTU-6

8.5 Ton

27 kW@240,480,600 derate to unit voltage

SCOPE OF SERVICE

- Shut down power to each RTU being replaced
- Disconnect electrical and condensate from each RTU
- Provide crane and rigging to remove and set the equipment
- Haul off and dispose of old equipment
- Install new fused disconnects on each RTU
- Fuses to match new RTU's MOP
- Install new 120v convenience outlets on new units
- Install new flex conduit to each outlet and disconnect from the roof penetration
- Transition condensate piping as needed to connect to the new RTU
- Startup RTU's and log information

BACnet card leads times are significant and the factory is not waiting on these to push units out. Units will need to be installed with local thermostats, and TRANE will return to install BACnet cards, once they are available.** (Customer, Jeff Garner, has been made aware via phone conversation.)

**UNIT/S TO BE BUILT AT FACTORY – CURRENTLY ESTIMATED 150 WORKING DAYS BUILD CYCLE
NON-RETURNABLE**

PRICING AND ACCEPTANCE**TOTAL PRICE:.....\$71,970.00****CLARIFICATIONS**

1. Applicable taxes are not included and will be added to the invoice.
2. Any service not listed is not included.
3. Work will be performed during normal Trane business hours.
4. This proposal is valid for 30 days from March 8, 2022.

I appreciate the opportunity to earn your business, and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,

Joe Lucash
Sales Representative

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Quoted Service.

TERMS AND CONDITIONS – QUOTED SERVICE**"Company" shall mean Trane Canada ULC.**

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Company's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Company will be responsible for the cost of transporting a part requiring service.

1. Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the services (the "Services") on equipment listed in the Proposal (the "Covered Equipment"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counteroffer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.

4. Cancellation by Customer Prior to Services; Refund. If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

5. Cancellation by Company. This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

6. Services Fees and Taxes. Fees for the Services (the "Service Fee(s)") shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.

7. Payment. Payment is due upon receipt of Company's invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

8. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead)

9. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Company for services, repairs, and/or replacements performed by Company at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Company performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

10. Customer Obligations. Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

11. Exclusions. Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

- (a) Any guarantee of room conditions or system performance;
- (b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
- (c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;

(d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and

(e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

12. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN.**

THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO

13. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

14. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), INCLUDING CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

15. CONTAMINANTS LIABILITY. The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANT LIABILITIES.**

16. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

17. Insurance. Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation

18. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

19. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

20. Equal Employment Opportunity/Affirmative Action Clause. Company is a United States federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

21. U.S. Government Contracts. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

22. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this

Flower Mound Police Department
Proposal ID: 3192432

Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-10.48 (0821)

Supersedes 1-10.48 (0720)



TRANE'S SAFETY STANDARD

Trane is committed to providing a safe work environment for all employees and to preventing accidents in its business operations. To accomplish our objectives Trane has instituted safety programs, procedures and training that incorporate a progressive approach to injury prevention.

PROVEN SAFETY SUCCESS

Trane's safety culture in North America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

TRANE INJURY RATES V. INDUSTRY COMPETITORS

Since 2003 the US Bureau of Labor Statistics records reflect Trane's Total Recordable Rate (TRIR) and Days away from work (DAFW) rate have been significantly lower than HVAC repair and maintenance contractors and Specialty Trade contractors (construction). Trane's safety culture in America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane's incident (OSHA) rates are consistently 50-70% below the industry average. This outstanding safety achievement is the end result of the rigorous team-oriented approach to our safety program that creates accountability and empowerment in all employees and management and fuels our institutional safety culture. This is the key to our continual improvement.

SAFETY TOOLS, TRAINING & EXPERTISE

Trane's service and contracting technicians are not only among the most skilled in the industry they are also extensively trained in safe work procedures. Our technicians receive safety training, equipment, tools, procedures, and management support to identify jobsite hazards and take appropriate measures to prevent personal injuries. The resources available to Trane technicians include:

- Safety Training – 20 hrs per year, including classroom and web-based platforms.
- -Topics include, but are not limited to, Lockout/Tagout, Confined Space Entry, Hazard Communication, Respiratory Protection, Hearing Conservation, Excavations, Scaffolding, Rigging, Powered Industrial Truck operation, Ladders, Vehicle Safety, Fire Protection, PPE, Emergency Response, First Aid / CPR.
- Electrical Safety – NFPA 70E compliant – electrical PPE; flame-resistant clothing; training.
- Fall Protection – full complement of fall arrest and fall restraint equipment for each technician.
- Ergonomics – custom-designed for HVAC field technicians, includes training, material handling equipment and procedures.
- Smith System Safe Driving Program – Trane's safety Managers are certified instructors; safety Managers train technicians; 1-800 "How's My Driving?" stickers are located on the back of service vehicles.
- USDOT compliance – technicians scheduled within Material of Trade and Hours of Service limits and are fully qualified under Department of Transportation rules for driving commercial motor vehicles with GVWR >10,000 and 26,000 lbs.
- Refrigerant Management – Service technicians are trained to manage refrigerant in accordance with U.S. EPA rules using a sophisticated electronic tracking system developed by Trane.
- Empowerment - Technicians are empowered with full management support to address safety hazards as they see fit. If ever in doubt about how to do a job or task safely, the technician is required to ask a qualified person for assistance before proceeding with work.

MANAGEMENT LEADERSHIP AND COMMITMENT

Accident prevention is a primary responsibility of management at Trane. Trane's safety culture is based on the following management principles:

- Leadership at the local level manages the local organization's safety performance.
- Management is financially accountable for safety performance.
- Local management is actively engaged in risk reduction activities and training and manages safety performance outcomes.
- Management clearly communicates to all Trane employees their safety expectations and strongly enforces compliance with those expectations.
- Employees are held accountable when they fail to meet safety expectations.

Local management and supervisory personnel at the local level are responsible for implementation of the following safety program elements:

- The Safety Management System developed by Trane – developed in accordance with OHSAS 18001.
- Audits and Inspections – Supervisors, Middle and Upper Managers must conduct field inspections. Corporate Safety conducts detailed compliance and management systems audits.
- Company safety compliance programs – ensure that they are fully implemented.
- Safety and environmental performance – tracked using a Balanced Scorecard with leading and lagging indicators and metrics.
- Subcontractor Qualification – implement this process to promote safety and safety plan compliance on multi-employer job sites.
- Six Sigma and Lean – use these productivity tools to enhance safety on job sites.
- Drug and Alcohol Policy – mandatory DOT required for-cause and post-accident testing after recordable injuries and property damage.
- Motor Vehicle Records Search – annual checking of driving records of employees driving company vehicles.

JOBSITE SAFETY EQUALS CUSTOMER VALUE

At Trane safety is part of our culture for every employee. What this means to our customers is fewer job site accidents and the delays and liability concerns that come along with them. What this means to our staff is greater confidence in the practices and procedures they use on the job and the pride that comes from working for one of the premier service organizations in the world. Tighter safety standards and fewer accidents can also lead to better on-time project completion and higher quality results.

When you use Trane Building Services to install, maintain or upgrade your building systems you will take full advantage of our superior safety program, low incident rates and subcontractor safety management procedures. These help you manage project risk more effectively than you could using multiple contractors or even a single prime contractor with a less impressive safety record.



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: April 4, 2022

FROM: Robert Pegg PE, Assistant Director of Engineering

ITEM: Consider approval of a Development Agreement for the CNIK Addition Project for the amount not to exceed \$147,000.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The project consists of installing a section of 12-inch water line along Scenic Drive to fill in an existing gap. The Developer of the CNIK Addition will install the water line as part of their project; the developer will be reimbursed for the Town's share of the water line costs. The Scenic Drive Water Line project is an identified project in the Town's current water master plan.

The scope of the Development Agreement includes installation of approximately 1,136 linear feet of 12-inch water line and the replacement of a 48-inch culvert under Scenic Road that conflicts with the proposed water line.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$147,000.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$70,000.00	601-900-96013-6170
\$77,000.00	630-960-96013-6170

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

Total project cost is \$1,430,000. Funding sources are:

- Utility Debt \$1,360,000
- Impact Fees \$ 70,000

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

ATTACHMENTS:

1. Development Agreement for CNIK Addition

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

DEVELOPMENT AGREEMENT FOR CNIK ADDITION

THIS DEVELOPMENT AGREEMENT FOR CNIK ADDITION ("Agreement") is made and entered into this ____ day of _____, 2022, by and between the Town of Flower Mound, Texas (the "Town"), and CNIK, LLC ("Developer"). The Town and Developer are each referred to herein as a "party" and collectively as the "parties."

WITNESSETH:

WHEREAS, CNIK Addition is a master planned community encompassing approximately 9.302 acres in Flower Mound described by metes and bounds on Exhibit "A" ("CNIK Addition" or "Project"); and

WHEREAS, the Town and Developer wish to address development issues related to the Project, including over-sizing the Project's water lines and the Town's reimbursement related thereto, all as more specifically described herein; and

WHEREAS, the Town and Developer acknowledge that the foregoing issues should be addressed through this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Town and Developer covenant and agree as follows:

1. Project Subject to Town Ordinances

The Project, or any portion thereof, at all times shall be developed and constructed in accordance with all applicable Town ordinances related to the Project (subject to state law), and shall be subject to said ordinances, as such now exist or may hereafter be amended and/or approved by the Town.

2. Installation of Water Lines

A. The Town and Developer have agreed that the public health, safety, and welfare would be benefitted by the installation of one, upsized 12-inch water lines along the west side of Scenic Road and the replacement of a 48" culvert under Scenic Road, as more particularly shown in **Exhibit "B."**

B. Upon completion of installation by Developer of the 12-inch water line along the west side of Scenic Road and replacement of the 48" culvert under Scenic Road, pursuant to Town-approved construction plans, Developer shall be reimbursed by the Town for the cost of upsizing the water line and culvert replacement as follows:

- (1) The Town shall reimburse Developer for the cost differential between 818 linear feet of 8 inch and 12-inch water lines as depicted in blue in **Exhibit "B."**

- (2) The Town shall reimburse the Developer for the installation of 318 linear feet of 12-inch water line as depicted in red in **Exhibit "B."**
- (3) The Town shall reimburse Developer for the removal of the existing 48" CMP culvert located under Scenic Road and its replacement with a new 48" RCP culvert with headwalls, as depicted in **Exhibit "B."**
- (4) The Town shall reimburse Developer an amount not to exceed \$147,000.00.

C. Prior to commencing construction, Developer shall submit construction plans for the Water Line Improvements to the Town for review and approval. Upon approval of the plans, Developer shall submit a schedule of values detailing an estimated cost for the Water Line Improvements to the Town for review and approval. Upon approval of the schedule of values, the Town will issue Developer a notice to proceed. Developer shall secure a 10% maintenance bond in a form acceptable to the Town for a period of at least two (2) years from the date of the Town's acceptance of Water Line Improvements.

D. The estimated cost of the Water Line Improvements is \$206,000.00 and includes construction costs and all soft costs, including but not limited to all engineering and design costs, staking costs, and material testing costs. Developer understands that the actual cost of the Water Line Improvements will be determined by the Town approved schedule of values for the Water Line Improvements which will be the basis for reimbursement from the Town. Developer will be responsible for payment of all costs for the Water Line Improvements as required herein and shall be entitled to reimbursement from the Town of the cost only upon completion and acceptance of the Water Line Improvements. In no event will the Town be obligated to provide reimbursement payments to Developer for the Water Line Improvements before the water line is accepted by the Town and under no circumstances shall the Town be obligated to reimburse Developer for an amount in excess of \$147,000.00.

2. Captions and Headings. The captions and headings of the sections of this Agreement are for convenience and reference only and shall not affect, modify, or amplify the provisions of this Agreement, nor shall they be employed to interpret or aid in the construction of this Agreement.

3. Applicable Laws and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in Denton County, Texas.

4. Notices. Any notices required or permitted to be given hereunder shall be given by certified or registered mail, return receipt requested; or via hand-delivery service, or a courier service that provides a return receipt showing the date of actual delivery of the same to the addressee. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee set forth below or to such other address as either party hereto shall notify the other:

If to the Town: The Town of Flower Mound, Texas
 2121 Cross Timbers Road
 Flower Mound, Texas 75028
 Attn: Town Manager's Office

If to Developer: CNIK, LLC
 2701 Scenic Dr.
 Flower Mound, TX 75022
 Attn: Steve Dixon

5. Attorneys' Fees. In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorneys' fees (including its reasonable costs and attorneys' fees on any appeal). Nothing herein shall constitute a waiver of any claim or defense that could be asserted in any litigation related to this Agreement and the parties agree that this Agreement is not subject to Subchapter 1 of Chapter 271 of the Texas Local Government Code.

6. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

7. Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

8. Filing in Denton County Deed Records; Covenant Running with the Land. This Agreement or a memorandum thereof shall be filed in the deed records of Denton County, Texas. Upon any sale or other transfer of any ownership rights in the Property, Developer shall notify the Town in writing of such sale or transfer within thirty (30) days of such sale or transfer, provided, however, no notice shall be required for the sale of a lot for which a record plat has been approved and recorded in the deed records. This Agreement shall be deemed a covenant that runs with the land and is binding on all heirs, successors, assigns, grantees, vendors, trustees, representatives of Developer and all others holding any interest now or in the future with the exceptions of (i) the purchaser of a lot for which a record plat has been approved and recorded in the deed records and on which a residence has been constructed, and (ii) common areas owned by a property owners' association (each a "Fully Improved Lot").

9. Binding Obligation. The Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to

execute this Agreement and bind Developer to same. Further, this Agreement is and shall be binding upon Developer, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest in the Property now or in the future with the exception of the purchaser of a Fully Improved Lot.

10. Mutual Assistance. The parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications supplemental hereto, as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

11. Mediation. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

12. Default. No party shall be in default of provisions under this Agreement until notice of the alleged failure of such party to perform has been given as provided herein (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such party has been given ten (10) days after the written notice in the case of the default of a payment obligation, and in all other cases a reasonable time, to cure the alleged failure (such reasonable time determined based upon the nature of the alleged failure, but in no event less than thirty (30) calendar days after written notice of the alleged failure has been given).

13. Roughly Proportionate Determination under Texas Law and Federal Law. Developer has been represented by legal counsel in the negotiation of this Agreement and has been advised regarding Developer's rights under Texas and federal law. Developer has carefully reviewed the development exactions mandated by the Town pursuant to this Agreement and has been afforded the opportunity to consult with the Town and Developer's own professional consultants in order ascertain whether Developer objects to same. In executing this Agreement, Developer hereby and in good faith agrees that the development exactions under this Agreement, subject to the Town fulfilling its commitments under this Agreement, are roughly proportionate to the impact of the Project. In addition, Developer knows of no development exaction associated with the obligations under this Agreement that would give rise to a claim relating to rough proportionality (procedural or substantive) arising out of 1) the Texas Constitution, §212.904 and Chapter 395 of the Texas Local Government Code and/or 2) the federal constitution, as mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny; and Developer further agrees that there exists an essential nexus between said development exactions and the Project.

14. Reservation of Rights. Except for the matters expressly agreed to by the parties in this Agreement, Developer does not waive any of Developer's rights under the Town's Code of Ordinances or any state or federal law, including, but not limited to a waiver of any claim of a regulatory taking or illegal exaction or a waiver of any vested rights for the Project or any portion thereof that have already accrued or may accrue in the future under Chapter 245 of the Texas Local Government Code or any other state law.

15. Force Majeure. It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; strike; inclement weather; shortages or unavailability of labor; supplies or materials; incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions; or other causes affecting the area in which the Property is located, or other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement and any applicable completion deadline shall be extended for a period of time equal to the period such party was delayed.

16. Estoppel. Either party shall, at any time upon reasonable request by the other party, provide an estoppel certificate or similar document evidencing that this Agreement is in full force and effect, that no event of default exists hereunder (or, if appropriate, specifying the nature and duration of any existing event of default and the steps required to cure the same), the status of completion of any improvements, the amount of available impact fee credits or reimbursement due and/or any other obligations set forth in this Agreement.

17. No Third-Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third-party beneficiaries by entering into this Agreement.

18. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

19. Exhibits. The following exhibits are attached hereto and incorporated into this Agreement for all purposes:

Exhibit A Legal Description

Exhibit B Map depicting the approximate location of upsized water line and culvert along and under Scenic Drive.

[Signatures appear on the following pages.]

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

THE TOWN OF FLOWER MOUND, TEXAS

By: _____
 Name: Derek France
 Mayor, Town of Flower Mound

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on this the ____ day of _____, 2022 by Derek France, Mayor of the Town of Flower Mound, Texas, on behalf of the Town of Flower Mound, Texas.

 Notary Public, State of Texas

DEVELOPER:

CNIK, LLC

By:

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

§

This instrument was acknowledged before me on this the ____ day of _____, 2022 by _____, the _____ of CNIK, LLC on behalf of said entity.

Notary Public, State of Texas

EXHIBIT A**LEGAL DESCRIPTION**

9.302 Acres

L.K. Heath Survey, Abstract No. 1597

Town of Flower Mound

Denton County, Texas

BEING all that certain lot, tract or parcel of land situated in the L.K. Heath Survey, Abstract No. 1597, Town of Flower Mound, Denton County, Texas, and being a portion of a called 290.32 acre tract of land described as Tract 1, in deed to Bob Smith Management Co. Ltd., recorded in Clerks File No. 97-R0089454, Real Property Records, Denton County, Texas, and being more particularly described as follows and being all of Lot 1, Block A, CNIK Addition, an addition to the Town of Flower Mound, according to the plat thereof, recorded in Document Number 2018-323, Plat Records, Denton County, Texas;

BEGINNING at a 1/2" capped rebar found stamped "G&A CONSULTANTS" at the southeast corner of said Lot 1, and being the northeast corner of that certain called 0.698 acre right-of-way dedication, as dedicated by said plat of CNIK Addition;

THENCE S 65°05'00" W, with the north line of said 0.698 acre right-of-way dedication, and the south line of said Lot 1, a distance of 579.78' to a 1/2" rebar found with cap stamped "G&A CONSULTANTS" at the southwest corner thereof;

THENCE N 58°58'30" W, a distance of 121.08' to a 1/2" rebar found with cap stamped "G&A CONSULTANTS";

THENCE N 22°34'20" W, a distance of 215.00' to a 1/2" rebar found with cap stamped "G&A CONSULTANTS";

THENCE N 28°47'50" E, a distance of 220.00' to a 1/2" rebar found with cap stamped "G&A CONSULTANTS";

THENCE N 61°12'10" W, a distance of 200.00' to a 1/2" rebar found with cap stamped "G&A CONSULTANTS";

THENCE N 24°49'50" E, a distance of 155.00' to a 1/2" rebar found with cap stamped "G&A CONSULTANTS";

THENCE N 05°58'00" E, a distance of 100.00' to a 1/2" rebar found with cap stamped "G&A CONSULTANTS";

THENCE N 40°23'40" E, a distance of 55.00' to a 1/2" rebar found with cap stamped "G&A CONSULTANTS";

THENCE N 70°30'00" E, a distance of 55.00' to a 1/2" rebar found with cap stamped "G&A

CONSULTANTS”;

THENCE S 80°39'10" E, a distance of 42.00' to the west face of a 9" Black Jack Oak Tree;

THENCE S 59°23'40" E, a distance of 137.00' to a 1/2" rebar found with cap stamped "G&A CONSULTANTS”;

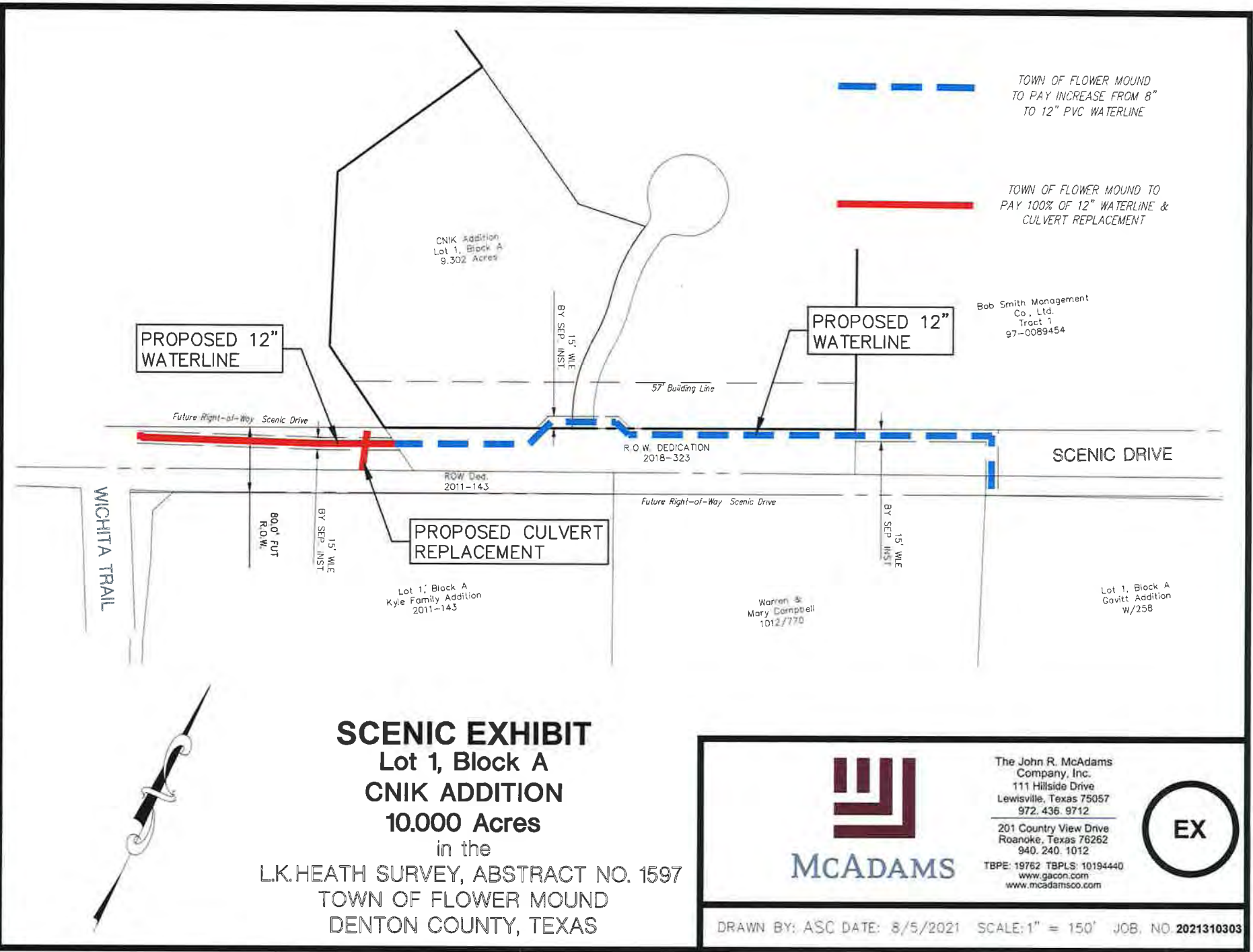
THENCE S 88°01'20" E, a distance of 80.00' to a 1/2" rebar found with cap stamped "G&A CONSULTANTS”;

THENCE S 54°51'00" E, a distance of 55.00' to a 1/2" rebar found with cap stamped "G&A CONSULTANTS”;

THENCE S 75°54'00" E, a distance of 125.00' to a 1/2" rebar found with cap stamped "G&A CONSULTANTS”;

THENCE S 24°36'45" E, a distance of 511.18', which is the **POINT OF BEGINNING**, containing approximately 9.302 acres of land.

Exhibit B - Development Agreement for CNIK Addition





TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: April 4, 2022

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

ITEM: Consider approval of the Professional Services Agreement with RJN Group, Inc., for Flow Monitoring and Analysis associated with the Inflow and Infiltration project, in the amount of \$246,046.00; and authorization for the Mayor to execute same on the behalf of the Town.

BACKGROUND INFORMATION: On October 15, 2012, the Town entered into an agreement with Texas Commission on Environmental Quality (TCEQ) to address Inflow and Infiltration (I&I) and power and equipment failures in the Town's wastewater collection system. A component of the agreement with TCEQ is the Town's Sanitary Sewer Overflow Initiative (SSOI) that seeks to identify and repair sources of inflow and infiltration. Inflow and infiltration occur when groundwater or storm water enter the sanitary sewer system. This excess flow can overwhelm the sanitary sewer network leading to potential sanitary sewer overflows and overloading at the wastewater treatment plant.

Approval of this item will provide for all Town sewer basins in the Long Prairie and Lakeside service areas to be metered and have new rain gauges installed. In addition, dry weather and wet weather flow analysis will be performed to determine the amount of I&I the system is experiencing during rain events.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

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

FISCAL IMPACT: \$246,046.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$246,046.00	630-970-98030-6070

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

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

ATTACHMENTS:

1. Professional Services Agreement

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

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

This contract is entered into on this 4th day of April, 2022, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as “TOWN”), acting by and through its Mayor, and **RJN Group, Inc.**, (“hereinafter referred to as “CONSULTANT”) whose address is 14755 Preston Road, Suite 710, Dallas, TX 75254.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to Sanitary Sewer Evaluation, Flow Monitoring, and Inflow and Infiltration analysis related to the Sanitary Sewer Inflow and Infiltration Monitoring and Analysis, project; and

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

TERMS OF AGREEMENT

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

I.

Employment of Consultant

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

II.

Scope of Services

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

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed Two Hundred Forty-Six Thousand Forty-Six and No/100 Dollars (\$246,046.00). This total payment for services includes CONSULTANT’s ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

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

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

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

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

IV. Revisions of the Scope of Services

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

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

V. Term

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

VI. Contract Termination Provision

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

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

VII.

Ownership of Documents

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

VIII.

Insurance

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

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

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

The following policies and coverage shall be required:

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

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

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

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

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

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

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

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

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

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

D. CONSULTANT agrees to the following:

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

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

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

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

IX.

Right to Inspect Records

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

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

X.
Successors and Assigns

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

XI.
CONSULTANT's Liability

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

XII.
Indemnification

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

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

XIII.

Independent Contractor

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

XIV.

Default

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

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

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

XV.
Provisions Surviving Termination

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

XVI.
Changes

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

XVII.
Conflicts of Interest

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

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

XVIII.
Confidential Information

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

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

XIX. **Notice Information**

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

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

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

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

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

XX.
Applicable Law

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

XXI.
Non-Discrimination

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

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

XXII.
Arbitration

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

XXIII.
No Waiver of Governmental Immunity

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

XXIV.
Severability

If any of the terms, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of

the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XXV.
Remedies

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

XXVI.
Entire Agreement

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

XXVII.
Non-Waiver

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

XXVIII.
Headings

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

XXIX.
Venue

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

XXX.
No Third Party Beneficiary

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

[The remainder of this page is left blank intentionally]

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

THE TOWN OF FLOWER MOUND, TEXAS

By: _____

The Honorable Derek France
Mayor, Town of Flower Mound

Date Signed: _____

Attest:

Town Secretary

**CONSULTANT:
RJN Group, Inc.**

By: Jose Maldonado
 Name: Jose Maldonado
 Title: Vice President

Date Signed: 3/25/22

State of Texas §
 §
 County of Dallas §

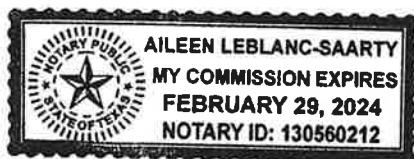
This instrument was acknowledged before me on the 25 day of March,
 2022, by Jose Maldonado in his capacity as Vice President of
RJN Group, Inc., a S Corporation, known to me to be the person
 whose name is subscribed to the foregoing instrument, and acknowledged that he
 executed the same on behalf of and as the act of Vice President.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE March
 DAY OF 25, 20 22.

Aileen LeBlanc-Saarty
 Notary Public, State of Texas

My Commission Expires:

February 29, 2024





Engineering
Infrastructure for
Tomorrow

www.rjn.com

November 5, 2021

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

Subject: Flow Monitoring Maintenance and Analysis Support, Part I

Dear Mr. Bates

RJN is pleased to provide the following proposal for Part I of the flow monitoring maintenance and analysis support. Part I of this contract will only include the equipment purchase needed for the project. All other tasks and analysis will be included in Part II of this project.

Overall Key Project Goals and Objectives

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

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

Price and Schedule Summary

Part I of this project will be invoiced on a Lump Sum for a total not-to-exceed fee of \$246,046.00. The project is expected to be completed within 3 months. Complete Scope of Services, Pricing, and Schedules are provided in the following exhibits:

- Exhibit A – Scope of Services

- Exhibit B – Pricing
- Exhibit C – Schedule

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

Sincerely,

A handwritten signature in cursive script that reads "Tristan Nickel".

Tristan Nickel, PE, AWAM
Engineering Supervisor



EXHIBIT A

SCOPE OF SERVICES

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

1. Equipment Purchase

- a. RJN will purchase ten (10) HACH Flo-Dars on behalf of the Town.
- b. RJN will purchase dataloggers and subsequent telemetry devices to accompany the ten (10) Flo-Dars.
- c. RJN will purchase twenty (20) Texas Electronics rain gauges on behalf of the Town.
- d. Quotes for all equipment can be found attached to this proposal.



EXHIBIT B

PRICING

Pricing Terms for Invoicing: Lump Sum and Unit Rate

Not-To-Exceed Total Cost: \$ 246,046.00

Task	Unit	Quantity	Unit Rate	Task Fee
Equipment Purchase	LS	1	\$ 246,046.00	\$ 246,046.00



EXHIBIT C

PROPOSED SCHEDULE

RJN is prepared to start work immediately upon an Agreement.

Task	Timeline
Flow Meter Purchasing	Initiated within 1 month of NTP



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: April 4, 2022

FROM: Ronnie Bates, Assistant Director of Public Works

ITEM: Consider approval of Change Order No. 1 for the Bakers Branch Stabilization at 1612 Strait Lane project, amending the contract with KEC Retaining Walls & Construction, Inc., to provide an increase to the contract in the amount of \$74,154.90; and authorization for the Mayor to execute on behalf of the Town.

BACKGROUND INFORMATION: The project includes construction of a 16-foot-tall erosion control retaining wall to prevent further erosion threatening private property at 1612 Strait Lane. On December 6, 2021, the construction contract was awarded to KEC Retaining Walls & Construction, Inc in the amount of \$211,849.00.

If approved, Change Order No. 1 provides for an additional 30 linear feet of retaining wall to be added to the project. During a site inspection by the structural engineer, it was determined the erosion protection wall needs to be lengthened to prevent further erosion. If approved, this change order will increase the contract with KEC Retaining Walls & Construction, Inc., by \$74,154.90 for an updated contract amount of \$286,003.90.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: A decision not to approve the change order will result in further creek erosion and possible slope failure to the structure at the above address.

FISCAL IMPACT: \$74,154.90

Proposed Expenditure/(Revenue):	Account Number(s):
\$74,154.90	610-590-98917-6150

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

Total project cost is \$325,000. Funding sources are:

- Other – Stormwater Fund Balance \$ 325,000

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Change Order No. 1

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

CHANGE ORDER No. 1

Effective Date: Upon execution by the Mayor

Owner: Town of Flower Mound

Contractor: KEC Retaining Walls and Construction, Inc.

Project: Bakers Branch Stabilization at 1612 Strait Lane

CHANGE ORDER NO. 1

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

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

Item No.	Description	Unit	Add/ Deduct	Qty	Unit Price	Extended Amount
CO1-A	Additional 30 LF of Rrap Wall 16-foot Tall	LS	Add	1	\$ 74,154.90	\$ 74,154.90
SUBTOTAL						\$ 74,154.90

JUSTIFICATION

Change Order No. 1 provides for the following:

Item CO1-A allows for the installation of 16 linear feet of 16-foot tall erosion protection wall.

REVISED CONTRACT AMOUNTS

Original Contract	\$ 211,849.00
Change Order #1	\$ 74,154.90
Revised Contract Price	\$ 286,003.90

Recommended
for Approval

Ronnie Bates 3/18/22
 Ronnie Bates
 Assistant Director of Public Works
 Date

J. Kathy Hergesell 3/18/22
 Contractor
 President
 Contractor Title

Approved

Derrick France
 Mayor, Town of Flower Mound
 Date

J. Kathy Hergesell



TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: April 4, 2022

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

ITEM: Consider approval of the purchase of one T770 T4 Bobcat per Town of Flower Mound Specifications and Vendor Quote from Bobcat Equipment Company in the amount of \$63,378.26; and authorization for the Mayor to execute on behalf of the Town.

BACKGROUND INFORMATION: The Public Works Department is requesting the purchase of one Bobcat T770 T4 per Town of Flower Mound Specifications and Vendor Quote in the amount of \$63,378.26 from Bobcat Equipment Company through Buy Board Contract 597-19. This purchase is a new addition to the Town's Fleet Inventory approved via Fiscal Year 21-22 Decision Package and approved in the Fiscal Year 21-22 budget.

The division consists of two Streets crews. Purchase of this equipment will allow for the second crew to be fully equipped with equipment necessary for daily operations.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$63,378.26

Proposed Expenditure/(Revenue):	Account Number(s):
\$63,378.26	100-690-92240-6110

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Fleet Supervisor's Bid Award Recommendation
2. BuyBoard Quote

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



Bid Award Recommendation

Date: 11/12/2021

Description: **T770 T4 Bobcat** and Trailer – **New Fleet Addition**

Qty.: One - Bobcat Loader

Replaces: NONE, New Fleet Additions

Bidder: Bobcat Equipment Company, Todd Lewis, 817-654-2202
tlewis@bobcatofdallas.com via Bobcat Quote 33524D033928 utilizing
BuyBoard Cooperative Contract 597-19.

Item: One – T770 T4 Bobcat Track Loader

Total Cost of Vehicles, Equipment & Installation:

Bobcat T770 T4

\$63,378.26

It is Fleet Services recommendation to award the bid to **Bobcat Equipment Company** in the amount of **\$63,378.26** utilizing the **BuyBoard Contract # 597-19**.

11/12/2021

Fleet Services Manager

Date



Product Quotation

Quotation Number: 33524D033928

Date: 2021-10-27 14:22:26

Ship to	Bobcat Dealer	Bill To
TOWN OF FLOWER MOUND Attn: CLAY RIGGS 2121 CROSS TIMBERS RD FLOWER MOUND, TX 75028 Phone: (972) 874-6411	Bobcat of Longview, Longview, TX 1511 WEST MARSHALL AVENUE LONGVIEW TX 75604 Phone: 903-758-5547 Fax: 903-758-5540 ----- Contact: Todd Lewis Phone: 817-654-2202 Fax: 817-457-9425 Cellular: 214-869-6161 E Mail: tlewis@bobcatofdallas.com	TOWN OF FLOWER MOUND Attn: CLAY RIGGS 2121 CROSS TIMBERS RD FLOWER MOUND, TX 75028 Phone: (972) 874-6411

Description	Part No	Qty	Price Ea.	Total
T770 T4 Bobcat Compact Track Loader *(Open Cab)	M0285	1	\$59,231.20	\$59,231.20
P13 Performance Package	M0285-P06-P13	1	\$0.00	\$0.00
Power Bob-Tach	Hydraulic Bucket Positioning			
C37 Comfort Package	M0285-P07-C37	1	\$0.00	\$0.00
Enclosed Cab with AC/Heat	Deluxe Instrument Panel with Keyless Start			
Sound Reduction	Radio			
Cab Accessories Package	Heated Cloth Air Ride Suspension Seat			
Selectable Joystick Controls (SJC)	M0285-R01-C04	1	\$0.00	\$0.00
80" Severe Duty Bucket	7326129	1	\$1,520.76	\$1,520.76
--- Bolt-On Cutting Edge, 80"	6718008	1	\$0.00	\$0.00
5.5K Severe Duty Pallet Fork Frame	7294332	1	\$858.80	\$858.80
--- 48" 5.5K Severe Duty Pallet Fork Teeth	6541518	1	\$0.00	\$0.00
Description	Part No	Qty	Price Ea.	Total
STYLE D NON MARKING ORANGE TRACKS		1	\$1,500.00	\$1,500.00

Total of Items Quoted	\$63,110.76
Dealer Assembly Charges	\$267.50
Quote Total - US dollars	\$63,378.26

Notes:

QUOTED UNDER BUYBOARD CONTRACT 597-19

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____ Date: _____



TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: April 4, 2022

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

ITEM: Consider approval of the purchase of one 2022 Ford F350 Regular Cab One Ton Truck with Dump Body and one 2022 Ford F550 Crew Cab One Ton Truck with Service Body per Town of Flower Mound Specifications and Vendor Quote from Sam Pack's Five Star Ford in the amount of \$58,853.50 and \$53,768.66, respectively; and authorization for the Mayor to execute on behalf of the Town.

BACKGROUND INFORMATION: The Public Works Department is requesting the purchase of one 2022 Ford F350 Regular Cab One Ton Truck with Dump Body and one 2022 Ford F550 Crew Cab One Ton Truck with Service Body per Town of Flower Mound Specifications and Vendor Quote from Sam Pack's Five Star Ford in the amount of \$58,853.50 and \$53,768.66, respectively, through Buy Board Contract 601-19. This purchase is a new addition to the Town's Fleet Inventory approved via Fiscal Year 21-22 Decision Package and approved in the Fiscal Year 21-22 budget.

A new water line repair crew was approved via Fiscal Year 21-22 budget. Purchase of this equipment will allow for the additional crew to be fully equipped with equipment necessary for daily operations.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$112,622.16

Proposed Expenditure/(Revenue):

\$112,622.16

Account Number(s):

200-690-92320-6130

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Fleet Supervisor's Bid Award Recommendation for Ford F350
2. BuyBoard Quote for F350
3. Fleet Supervisor's Bid Award Recommendation for Ford F550
4. BuyBoard Quote for F550

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



Bid Award Recommendation

Date: 12/07/2021

Description: **2022 Ford F350 Regular Cab 1 Ton Truck with Dump Body**

Qty.: 1

Replaces: NONE, New Fleet Addition – ULM Water Line

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

Item: **One - 2022 Ford F350 Regular Cab 1-ton Dual Rear Wheel Truck with Dump Body and vehicle options as identified on attached Flower Mound "2022 F350 Reg Cab DRW" Cooperative Quote**

Total Cost of Vehicles, Equipment & Installation:

\$58,853.50

It is Fleet Services recommendation to award the bid to **Sam Pack Five Star Ford** in the amount of **\$58,853.50** utilizing the **BuyBoard Cooperative Contract # 601-19**.

Fleet Services Manager

12/07/2021

Date



Bid Award Recommendation

Date: 12/03/2021

Description: **2022 Ford F550 Crew Cab 1 ton Truck with Service Body**

Qty.: 1

Replaces: NONE, New Fleet Addition – ULM Water Line

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

Item: **One - 2022 Ford F550 Crew Cab 1 ton Truck with Service Body and vehicle options as identified on attached Flower Mound "2022 F550 Crew Cab" Cooperative Quote**

Total Cost of Vehicles, Equipment & Installation:

\$53,768.66

It is Fleet Services recommendation to award the bid to **Sam Pack Five Star Ford** in the amount of **\$53,768.66** utilizing the **BuyBoard Cooperative Contract # 601-19**.

Fleet Services Manager

12/03/2021

Date



TOWN COUNCIL AGENDA ITEM NO. 8

REGULAR ITEM

DATE: April 4, 2022

FROM: Andy Kancel, Chief of Police

ITEM: The second of two Public Hearings to adopt Chapter 50, Article III, "Offenses regarding Minors," Division 2, "Curfew" and to consider adopting an ordinance reinstating the Town of Flower Mound Juvenile Curfew Ordinance, which expired on February 18, 2022.

BACKGROUND INFORMATION: This is the second of two required Public Hearing to review and adopt Chapter 50, Article III, "Offenses regarding Minors," Division 2, "Curfew." The previous ordinance expired February 18, 2022.

Chapter 370, Section 370.002 of the Texas Local Government Code requires the governing body to abolish, continue or modify the ordinance every three years.

After reviewing all available information regarding crimes, juvenile involvement, and curfew violations, it is recommended that the ordinance be adopted.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Draft Ordinance
2. Chapter 50, Article III

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

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

AN ORDINANCE ADOPTING THE TOWN'S JUVENILE CURFEW REGULATIONS; PROVIDING THAT 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, Texas, 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 previously adopted juvenile curfew regulations, codified in Chapter 50, Article III, Division 2 of the Flower Mound Code; and,

WHEREAS, Section 370.002 of the Texas Local Government Code requires the Town to review the curfew ordinance and hold public hearings every three years; and,

WHEREAS, the Town Council has reviewed the juvenile curfew regulations and their effects on the community and on problems the ordinance was intended to remedy; and,

WHEREAS, the Town Council conducted public hearings on March 21, 2022, and April 04, 2022, on the need to readopt the ordinance; and,

WHEREAS, the Town Council has determined that the ordinance is necessary to address the problems it is intended to remedy;

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

SECTION 1

The juvenile curfew regulations of the Town of Flower Mound, codified in Chapter 50, Article III, Division 2 of the Flower Mound Code are hereby readopted, as is, with no changes.

SECTION 2

This ordinance shall be cumulative of all provisions of ordinances of the Town of Flower Mound, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

ORDINANCE NO. ____

SECTION 3

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 the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the Town Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 4

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

SECTION 5

This ordinance shall be in full force and effect from and after its passage, 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 4th DAY OF APRIL, 2022.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

Sec. 50-101. Definitions

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Curfew hours means between the hours of 11:00 p.m. on any Sunday, Monday, Tuesday, Wednesday, or Thursday until 6:00 a.m. on the following day; and 12:01 a.m. until 6:00 a.m. on any Saturday or Sunday.

Emergency means an unforeseen combination of circumstances or the resulting state that calls for immediate action. The term "emergency" includes, but is not limited to, a fire, a natural disaster, an automobile accident or any situation requiring immediate action to prevent serious bodily injury or loss of life.

Establishment means any privately owned place of business operated for a profit to which the public is invited including, but not limited to, any place of amusement or entertainment.

Guardian means:

- (1) A person who, under court order, is the guardian of a minor; or
- (2) A public or private agency with whom a minor has been placed by a court.

Minor means any person under 17 years of age.

Operator means any individual, firm, association, partnership, corporation or other legal entity operating, managing or conducting any establishment. The term "operator" includes the members or partners of an association or partnership and the officers of a corporation.

Parent means a person who is:

- (1) A natural parent, adoptive parent, or stepparent of another person; or
- (2) At least 18 years of age and authorized by a parent or guardian to have the care and custody of a minor.

Police department means the town police department or any successor thereto.

Public place means any place to which the public or a substantial group of the public has access and includes, but is not limited to, streets, highways and the common areas of schools, hospitals, apartment houses, office buildings, transport facilities, restaurants, theaters, gamerooms and shops, shopping centers, or any other place that offers for sale services or merchandise.

Remain means to:

- (1) Linger or stay; or
- (2) Fail to leave premises when requested to do so by a police officer, or the owner, operator or other person in control of the premises.

Serious bodily injury means bodily injury that creates a substantial risk of death or that causes death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.

(Code 1989, ch. 7, § 5.01; Ord. No. 42-01, § 2(a), 6-18-2001; Ord. No. 05-19, § 1, 2-18-2019)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 50-102. Offenses.

- (a) A minor commits an offense if he remains in any public place or on the premises of any establishment within the town during curfew hours.

- (b) A parent or guardian of a minor commits an offense if he knowingly permits, or by insufficient control allows, the minor to remain in any public place or on the premises of any establishment within the town during curfew hours.
- (c) The owner, operator or any employee of an establishment commits an offense if he knowingly allows a minor to remain upon the premises of the establishment during curfew hours.

(Code 1989, ch. 7, § 5.02; Ord. No. 42-01, § 2(b), 6-18-2001; Ord. No. 05-19, § 1, 2-18-2019)

Sec. 50-103. Defenses.

- (a) It is a defense to prosecution under section 50-102 that the minor was:
 - (1) Accompanied by the minor's parent or guardian or accompanied by another adult approved by the parent or guardian;
 - (2) On an errand at the direction of the minor's parent or guardian, without any detour or stop;
 - (3) In a motor vehicle involved in intrastate or interstate travel or transportation through which passage through the curfew area is the most direct route;
 - (4) Engaged in an employment activity, or going to or returning home from an employment activity, without any detour or stop;
 - (5) Involved in an emergency;
 - (6) On an errand made necessary by an illness, injury or medical emergency;
 - (7) On the sidewalk abutting the minor's residence or abutting the residence of a next-door neighbor if the neighbor did not complain to the police department about the minor's presence;
 - (8) Attending an official school, religious or other recreational activity supervised by adults and/or sponsored by the town, a civic organization or another similar entity that takes responsibility for the minor, or going to or returning home from, without any detour or stop, an official school, religious or other recreational activity supervised by adults and/or sponsored by the town, a civic organization or another similar entity that takes responsibility for the minor;
 - (9) Exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech and the right of assembly; or
 - (10) Married or had been married or had disabilities of minority removed in accordance with V.T.C.A., Family Code ch. 31.
- (b) It is a defense to prosecution under section 50-102(c) that the owner, operator or employee of an establishment promptly notified the police department that a minor was present on the premises of the establishment during curfew hours and refused to leave.

(Code 1989, ch. 7, § 5.03; Ord. No. 42-01, § 2(c), 6-18-2001; Ord. No. 05-19, § 1, 2-18-2019)



TOWN COUNCIL AGENDA ITEM NO. 9

REGULAR ITEM

DATE: April 4, 2022

FROM: Poornima Kashyap, Principal Planner

ITEM: **Public Hearing to consider an ordinance granting Specific Use Permit No. 474 (SUP21-0008– River Walk Retail Phase II) to permit a fast food restaurant with a drive-through window. The property is generally located south of Promenade Way and east of Long Prairie Road. (*The Planning and Zoning Commission recommended approval by a vote of 4 to 2 at its March 28, 2022, meeting.*)**



SUMMARY DATA:

- Lot Size – 0.855 acres
- Current Zoning – Central Business District (CBD)
- Proposed use – Fast-food restaurant with drive-through
- Size of the proposed building/use – 4,078 sf
- SMARTGrowth – N/A, review not triggered
- Traffic Analysis – N/A, review not triggered
- Exceptions – None
- Incentives – None requested

BACKGROUND INFORMATION: Below is the link for the Planning and Zoning Commission (P&Z) report and backup for this item. During Commission deliberation, there was discussion regarding the need for a drive-thru lane and the hours of operation for the proposed lunch/breakfast restaurant, as well as potential installation of traffic signs on the property to divert drive-thru patrons from utilizing the residential alley or Esplanade Place that is adjacent to the Townhomes to exit the property. Based on the Commissioner deliberation, the following conditions were added to the SUP ordinance in addition to the staff recommended conditions.

The additional conditions are indicated in red text. The applicant is in agreement with the recommended conditions and has provided updated plans indicating the location of traffic signs on the concept plan and replacing the Vitex tree species with Crepe Myrtle on the concept landscape plan.

SUP Conditions:

1. The Specific Use Permit encompasses all of the 4,078 square-foot River Walk Retail, Phase II building.
2. The hours of operation for the sit-down area of the restaurant are limited to 5:00 a.m. – 9:00 p.m., seven days a week.
3. The hours of operation for the drive-through window are limited to 5:00 a.m. -7:00 p.m., seven days a week.
4. A directional traffic sign shall be installed at the end of the drive-thru lane indicating 'Left Turn Only' at the location shown on the Concept Plan, Exhibit "A."
5. A second directional traffic sign shall be installed at the southeast corner of the site at the intersection of the southern drive and Esplanade Way indicating 'No Right Turn' at the location as shown on the Concept Plan, Exhibit "A."

ATTACHMENTS:

1. Draft Ordinance
2. Updated Concept and Landscape Plans
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 APPROVING SPECIFIC USE PERMIT NO. 474 (SUP-474) FOR A FAST FOOD RESTAURANT WITH A DRIVE-THROUGH WINDOW ON CERTAIN PROPERTY DESCRIBED AS 0.855 ACRES OF LAND AND BEING ALL OF LOT 1, BLOCK B, OF THE RIVER WALK RETAIL ADDITION AND ZONED CENTRAL BUSINESS DISTRICT (CBD); PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owner of the property described as 0.855 acres of land and being all of Lot 1, Block B, of the River Walk Retail Addition (the "Property") has filed an application for a Specific Use Permit for a fast food restaurant with a drive-through window; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas, held a public hearing on March 28 2022, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on April 4, 2022, with respect to the Specific Use Permit 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 Specific Use Permit on the Property; and,

WHEREAS, the Town Council finds that the Specific Use Permit should be granted as outlined herein as it is in the best interest of the Town of Flower Mound and will promote

Ordinance No. _____**Page 2**

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:

0.855 acres of land and being all of Lot 1, Block B, of the River Walk Retail Addition, Denton County, Texas.

Specific Use Permit No. 474 is granted to allow a fast food restaurant with a drive-through window, as more fully described in the exhibits attached hereto and incorporated herein, subject to the following conditions:

1. The Specific Use Permit encompasses all of the 4,078 square-foot River Walk Retail, Phase II building.
2. The hours of operation for the sit-down area of the restaurant are limited to 5:00 a.m. – 9:00 p.m., seven days a week.
3. The hours of operation for the drive-through window are limited to 5:00 a.m. -7:00 p.m., seven days a week.
4. A directional traffic sign shall be installed at the end of the drive-thru lane indicating 'Left Turn Only' at the location shown on the Concept Plan, Exhibit "A."
5. A second directional traffic sign shall be installed at the southeast corner of the site at the intersection of the southern drive and Esplanade Way indicating 'No Right Turn' at the location as shown on the Concept Plan, Exhibit "A."

SECTION 2

The Conceptual Site Plan, Conceptual Landscape Plan, and Conceptual Elevations of the proposed fast food restaurant with a drive-through window, attached hereto as Exhibits "A," "B," and "C," each incorporated herein for all purposes allowed by law, are hereby approved as the Conceptual Site Plan, Conceptual Landscape Plan, and Conceptual Elevations for this Specific Use Permit.

Ordinance No. _____

Page 3

SECTION 3

The official Zoning 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 Specific Use Permit, as set forth above.

SECTION 4

The use of the Property shall be subject to all applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town of Flower Mound including the regulations contained in The River Walk at Central Park ordinance.

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

Ordinance No. _____

Page 4

ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 9

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

SECTION 10

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 4TH DAY OF APRIL, 2022.

APPROVED:

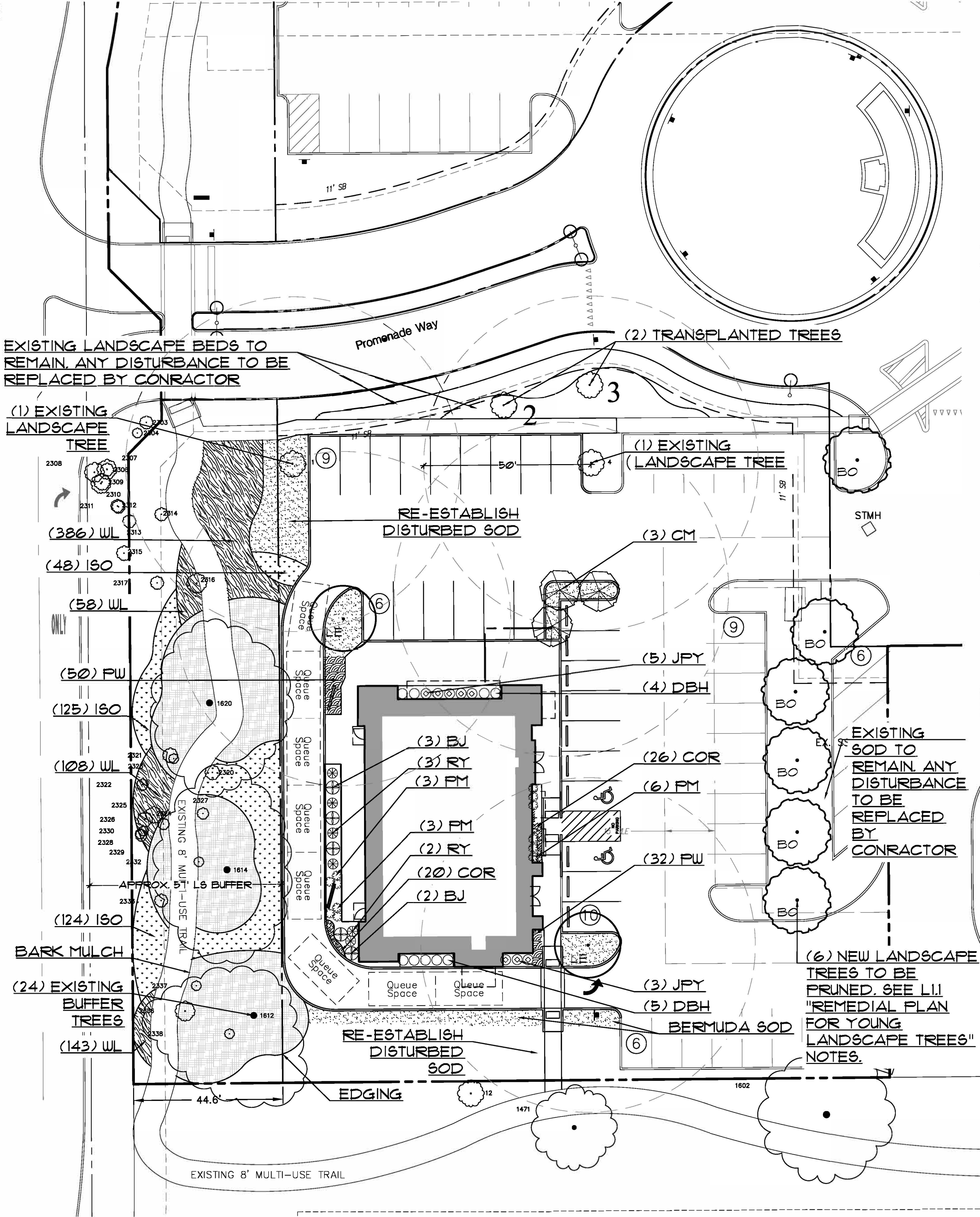
Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT "B" - CONCEPT LANDSCAPE PLAN

NOTE: PRIOR TO ANY AND ALL LANDSCAPE OPERATIONS, REFER TO TREE SURVEY L.I.I FOR "PRESERVATION PLAN FOR POST OAKS" AND "REMEDIAL PLAN FOR YOUNG LANDSCAPE TREES" TO PROPERLY APPLY SPECIAL TREE CARE.

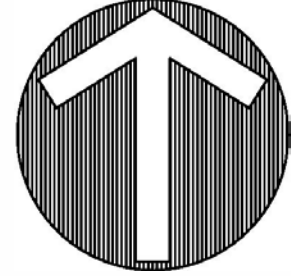


NOTE: THERE SHALL BE NO EXCAVATION UNDER EXISTING TREES THAT GOES BEYOND 12" MEASURED FROM THE BACK OF A PROPOSED CURB.

PLANT SCHEDULE							
TREES	CODE	QTY	BOTANICAL / COMMON NAME	CAL	HGT	REMARKS	
	BO	6	Quercus macrocarpa / Burr Oak	3"	10'-12'	PER PLAN	
	LE	2	Ulmus parvifolia / Lacebark Elm	3"	10'-12'		
ORNAMENTAL TREES	CODE	QTY	BOTANICAL / COMMON NAME	CAL	HGT	REMARKS	
	CM	3	Lagerstroemia indica / Crape Myrtle	20 GAL	6'-8'		
SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONTAINER	HEIGHT	SPREAD	REMARKS
	JPY	8	Cephalotaxus harringtonii var. drupacea / Japanese Plum Yew	3 gal	36"	3'-0"	XERI
	RY	6	Hesperaloe parviflora / Red Yucca	3 gal	12"	3'-0"	XERI
	DBH	9	Ilex cornuta 'Burfordii Nana' / Dwarf Burford Holly	5 gal	30"	3'-0"	FULL
	BJ	5	Juniperus sabina 'Buffalo' / Buffalo Juniper	3 gal	18"	4'-0"	XERI
	PM	12	Muhlenbergia capillans / Pink Muhly	3 gal	18"	3'-0"	XERI
GROUND COVERS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	HEIGHT	SPREAD	SPACING
	SOD	1,241 sf	/ Bermuda Sod	--			
	MULCH	3,084 sf	/ Bark Mulch	--			
	ISO	372	Chasmanthium latifolium / Inland Sea Oats	1 gal	30"-36"	24" o.c.	24" o.c.
	COR	49	Coreopsis verticillata / Coreopsis	4" pot	6"	12" o.c.	12" o.c.
	WL	716	Eragrostis curvula / Weeping Lovegrass	1 gal	12"	3'-0"	24" o.c.
	PW	14	Euonymus fortunei 'Coloratus' / Coloratus Purple Wintercreeper	1 gal	12"	30" o.c.	36" o.c.
	AJ	192	Trachelospermum asiaticum / Asian Jasmine	4" pot	6"	18" o.c.	12" o.c.

LANDSCAPE REQUIREMENT COMPLIANCE
TOWN OF FLOWER MOUND
River Walk FM 2499 Retail Development Phase II

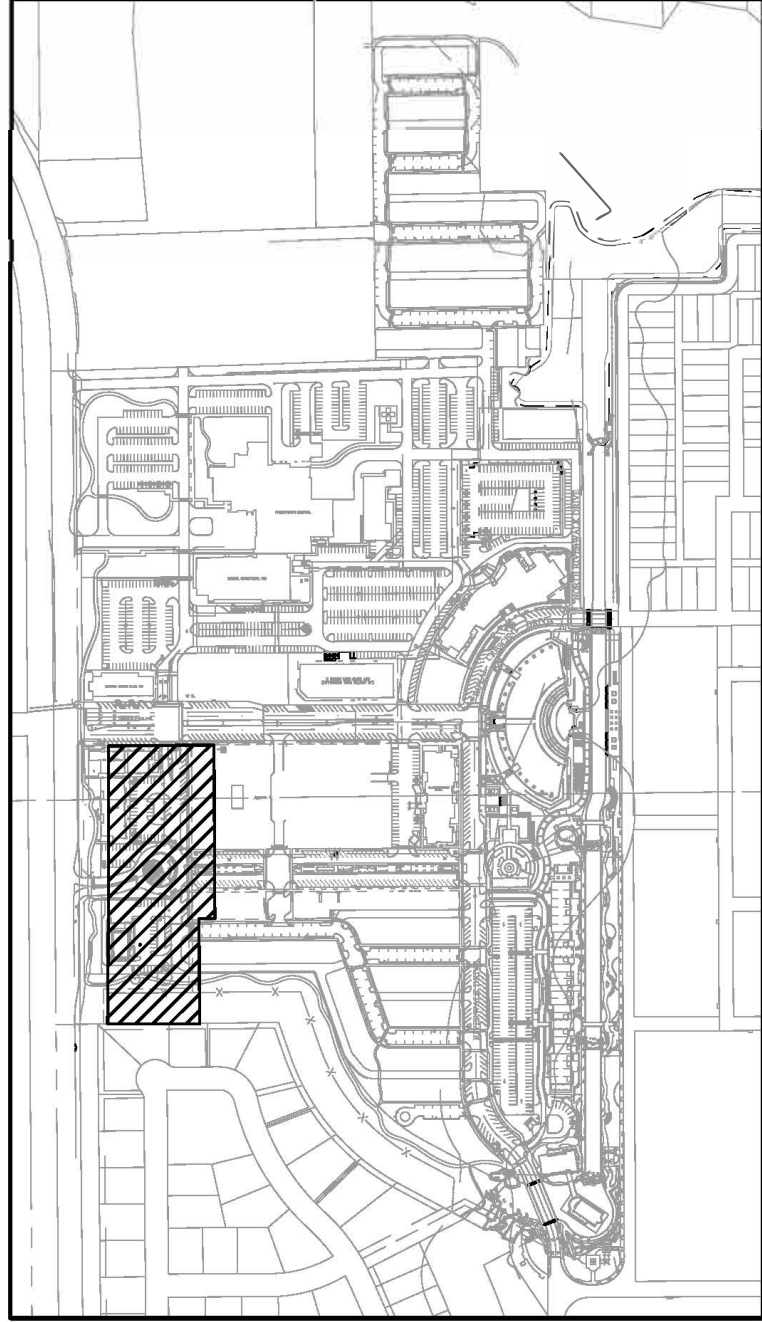
STREET BUFFER LANDSCAPING			
STANDARD		REQUIRED BUFFER WIDTH	PROVIDED
LONG PRAIRIE ROAD (FM 2499)		50 ft.	Min. 50 ft.
STREET BUFFER TREES			
STANDARD	STREET FRONTAGE (LINEAR FEET)	REQUIRED	PROVIDED
1 per 30 L.F.	LONG PRAIRIE PH II 209 L.F.	7 Trees (3" cal.)	34 existing trees (satisfied in PH I)
1 per 30 L.F.	ESPLANADE PL PH II 79 L.F.	3 Trees (3" cal.)	6 trees (min. 3" cal.) (replaced old LS trees)
NEW PARKING AREA LANDSCAPING			
STANDARD	# OF PARKING SPACE	REQUIRED	PROVIDED
1 per 10 parking spaces	25 new spaces, 53 spaces total	53/10= 6 trees	8 trees (min. 3" cal.) 1 existing LS tree 3 ornamental trees
1 shade tree within 50' of a parking space	N/A	N/A	1 shade trees within 50' of every parking space
**All Parking spaces to be located within 50' of shade tree			



NORTH

SCALE: 1"=20'

LOCATOR MAP



SCALE - 1:500

The John R. McAdams Company, Inc.
(DBA: G&A McAdams)
111 Hillside Drive
Lewisville, Texas 75067
972.436.9712
201 County View Drive
Rockwall, Texas 75087
940.240.1012
TBP# 19762 TBP#S: 10194440
www.gaston.com



MCADAMS

RIVER WALK RETAIL PHASE II

RIVER WALK RETAIL PHASE II

RIVER WALK RETAIL ADDITION

Lot 1, Block B

0.855 Acres

In the

J.T. STEWART SURVEY, ABSTRACT NO. 1161

TOWN OF FLOWER MOUND

DENTON COUNTY, TEXAS

CONCEPTUAL
LANDSCAPE PLAN



OWNER/DEVELOPER
MRW INVESTORS
1800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TEXAS
Ph. 214-287-9009
Contact: MICHAEL BEATY



MRW-20010

L2.0



5 PERSPECTIVE VIEW

MATERIAL CALCULATION CHART					
ITEM NO.	CATAGORY	NORTH	SOUTH	WEST	EAST
1.	TOTAL FACADE SF	1,289.2 SF	1,322.02 SF	2,020.5 SF	2,007.34 SF
2.	FACADE SF (EXCL. DOORS & WINDOWS)	1,091.2 SF	1,165.62 SF	1878.33 SF	1,593.12 SF
3.	DOORS & WINDOWS SF	198 SF	156.40 SF	142.17 SF	414.22 SF
4.	PRIMARY MASONRY TOTALS (MIN. 80%)	882.4 SF & 80.9% OF 2	982.19 SF & 84.3% OF 2	1,511.9 SF & 80.5% OF 2	1,371.81 SF & 86.1% OF 2
	BRICK SF ("BR 1, BR 2")	667.7 SF & 61.2% OF 2	783.11 SF & 67.2% OF 2	1,252.58 SF & 66.7% OF 2	1,143.57 SF & 71.8% OF 2
	STONE VENEER ("CS-1")	214.7 SF & 19.7% OF 2	199.08 SF & 17.1% OF 2	259.32 SF & 13.8% OF 2	228.24 SF & 14.3% OF 2
5.	SECONDARY MASONRY TOTALS (MAX. 20%)	208.8 SF & 19.1% OF 2	183.43 SF & 15.7% OF 2	366.43 SF & 19.5% OF 2	221.31 SF & 13.9% OF 2
	EIFS	208.8 SF & 19.1% OF 2	183.43 SF & 15.7% OF 2	366.43 SF & 19.5% OF 2	221.31 SF & 13.9% OF 2

MATERIAL LEGEND

BRICK ("BR-1")
"CONFEDERATE"

BRICK ("BR-2")
"DESERT PEACH"

CLAY TILE ROOF ("CT-1")
"PALERMO BLEND"

PAINT ("PT-1")
COLOR TO MATCH AL-1
(AWNINGS, DOORS, BRACKETS)

STUCCO ("ST-1")
LIGHT COLOR

PRECAST STONE ("PC-1")

STONE VENEER ("CS-1")
"TEXAS CREAM"

ALUMINUM STOREFRONT ("AL-1")
"DARK BRONZE"
(DOOR & WINDOW FRAMES)



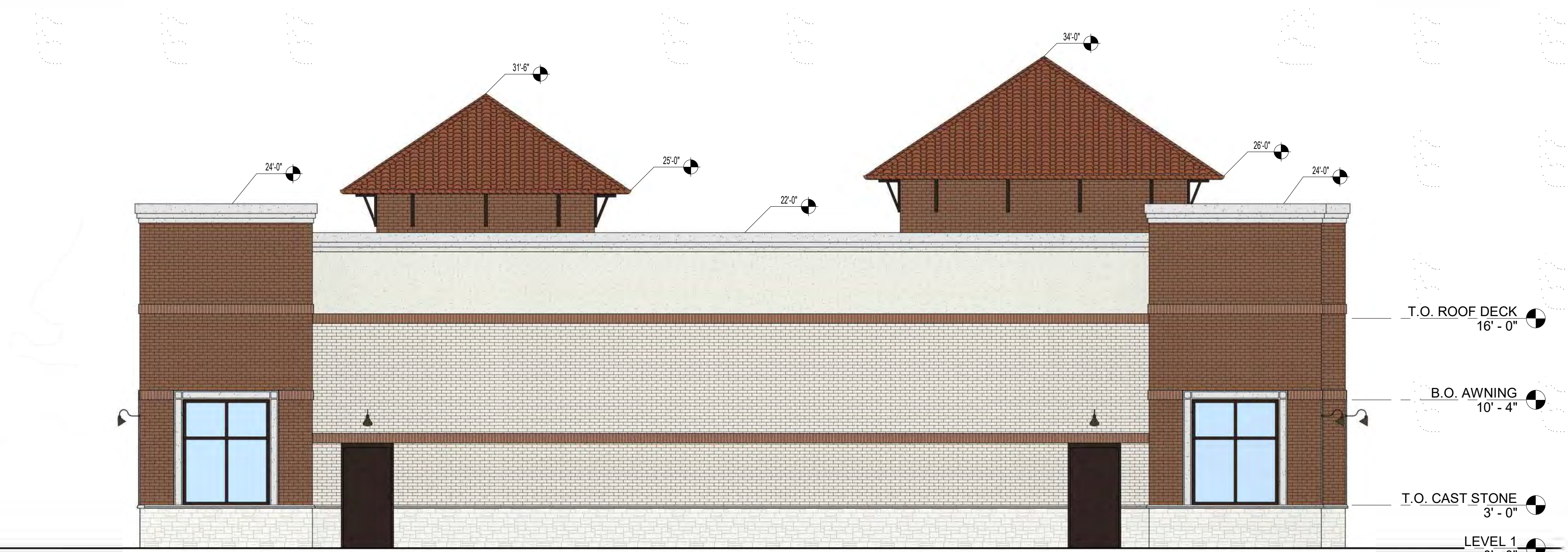
2 NORTH ELEVATION
3/16" = 1'-0"



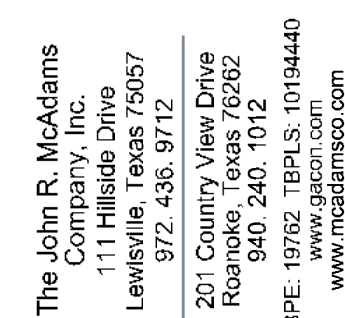
1 EAST ELEVATION
3/16" = 1'-0"



3 SOUTH ELEVATION
3/16" = 1'-0"



4 WEST ELEVATION
3/16" = 1'-0"



Lot 1, Block B
0.855 Acres

J.T. STEWART SURVEY, ABSTRACT NO. 1161
in the
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

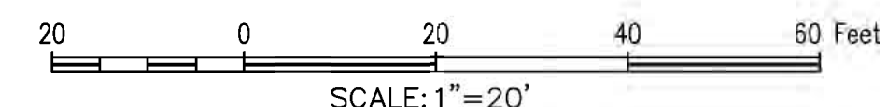
PRELIMINARY PLANS

THIS DOCUMENT IS FOR
INTERIM REVIEW AND IS
NOT INTENDED FOR
CONSTRUCTION, BIDDING,
OR PERMIT PURPOSES.
THE JOHN R. MCADAMS
COMPANY, INC.
TBPE: 19762
ROBERT JOHN DOLLAH, JR.
P.E. #86898
DATE 3/29/2022

Drawn By: ASC
Date: 08/10/2020
Scale: 1"=20'
Revisions:
11/03/2020
07/29/2021
01/05/2022
01/04/2022
02/14/2022
03/17/2022

MRW-20010

(COM



* refer to the Schedule of Mixed Use Parking; Section 7.9 of the River Walk Ordinance, and detailed below
Note: Phase I & II combined there are 113 parking spaces required and 116 provided on-site and on-street.

BM: TOFM 5 - 2" ALUMINUM CAP SET IN ON BUCKEYE DRIVE, EAST
OF MORRIS ROAD, APPROXIMATELY 3' EAST OF THE TRAFFIC MEDIAN
ELEV. 599.65 (CALLED 600.29)

TBM - MAG NAIL WITH WASHER STAMPED "JPH LAND SURVEYING" AT THE NOSE OF A CONCRETE MEDIAN NEAR THE APPROX. C/L OF LONG PRAIRIE ROAD, ~40' SOUTH OF THE APPROX C/L OF CENTRAL PARK AVE.
ELEV. 607.08 (CALLED 607.58)

TBM - MAG NAIL WITH WASHER STAMPED "JPH LAND SURVEYING" ON THE BACK OF CURB AT THE NORTHEAST QUADRANT OF THE INTERSECTION OF LONG PRAIRIE ROAD AND EUCLID AVE.
ELEV. 639.01 (CALLED 639.51)

TBM - "□" CUT ON ON THE TOP OF CURB ALONG THE CENTERLINE OF THE
MEDIAN NOSE ON EATON DRIVE; EAST OF MORRIS ROAD
ELEV. 576.15

NOTES:

1. CONTRACTOR IS TO CONTACT THE TOWN'S TREE ARBORIST PRIOR TO THE START OF CONSTRUCTION TO OBTAIN TREE PRESERVATION REQUIREMENTS DURING CONSTRUCTION.
2. ALL DIMENSIONS SHOWN ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
3. ALL RADII ARE 3.0 FEET UNLESS OTHERWISE NOTED.
4. ALL ARKING SPOTS ARE 9.0' X 17.5' UNLESS OTHERWISE NOTED.
5. ALL RAINING WALLS ARE TO BE MADE IN A MATERIAL THAT MATCHES THE PROPOSED BUILDINGS.
6. THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY WHETHER INDICATED ON THESE PLANS OR NOT.
7. ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
8. WOOD FENCING SHALL BE PROHIBIT. ALL ROOF MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
10. SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SITE PLAN OR ELEVATIONS ARE NOT APPROVED AS PART OF THIS REVIEW AND MUST COMPLY WITH THE RIVER WALK SIGNAGE REGULATION.
11. THE CONTRACTOR IS TO REFER TO THE CONCEPT LANDSCAPE PLANS FOR ADDITIONAL INFORMATION.



OWNER/DEVELOPER
MRW INVESTORS
1800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TEXAS
Ph. 214-287-9009
Contact: MICHAEL BEATY

20 0 20 40 60 Feet

SCALE: 1" = 20'



**LANDSCAPE REQUIREMENT COMPLIANCE
TOWN OF FLOWER MOUND
River Walk FM 2499 Retail Development Phase II**

STREET BUFFER LANDSCAPING			
STANDARD		REQUIRED BUFFER WIDTH	PROVIDED
LONG PRAIRIE ROAD (FM 2499)		50 ft.	Min. 50 ft.
STREET BUFFER TREES			
STANDARD	STREET FRONTAGE (LINEAR FEET)	REQUIRED	PROVIDED
1 per 30 l.f.	LONG PRAIRIE PH II 209 L.F.	7 Trees (3" cal.)	34 existing trees (satisfied in PH I)
1 per 30 l.f.	ESPLANADE PL PH II 79 L.F.	3 Trees (3" cal.)	6 trees (min. 3" cal.) (replaced old LS trees)
NEW PARKING AREA LANDSCAPING			
STANDARD	# OF PARKING SPACE	REQUIRED	PROVIDED
1 per 10 parking spaces	25 new spaces, 53 spaces total	53/10= 6 trees	8 trees (min. 3" cal.) 1 existing LS tree 3 ornamental trees
1 shade tree within 50' of a parking space	N/A	N/A	1 shade trees within 50' of every parking space
**All Parking spaces to be located within 50' of shade tree			

SCALE - 1:500

NOTE: THERE SHALL BE NO EXCAVATION UNDER EXISTING TREES THAT GOES BEYOND 12" MEASURED FROM THE BACK OF A PROPOSED CURB.

**The John R. McAdams
Company, Inc.**
(DBA, G&A | McAdams)
111 Hillside Drive
Lewisville, Texas 75057
972.436.9712

201 Country View Drive
Roanoke, Texas 76262
940.240.1012

TBPE: 19762 TBPLS: 1019444
www.gacon.com



McADAMS

RIVER WALK RETAIL PHASE II
RIVER WALK RETAIL ADDITION
Lot 1, Block B
0.855 Acres

J.T. STEWART SURVEY, ABSTRACT NO. 1161
in the
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

CONCEPTUAL LANDSCAPE PLAN

Drawn By: XD
Date: 08/10/2020
Scale: 1"=20'
Revisions:
11/03/2020
07/29/2021
01/04/2022
02/14/2022
03/17/2022
03/29/2022

OWNER/DEVELOPER
MRW INVESTORS
1800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TEXAS
Ph. 214-287-9009
Contact: MICHAEL BEATY



MRW-20010

L2.0



TOWN COUNCIL AGENDA ITEM NO. 10

REGULAR ITEM

DATE: April 4, 2022

FROM: Claire Barnes, Planner

ITEM: Public Hearing to consider a request for a Replat (RP22-0002 – Trimble Addition Lot 1 & 2, Block A) to create two residential lots with an exception to the grading criteria, regarding residential lot-to-lot drainage, contained in the Town's Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances. The property is generally located east of High Road and south of Arabian Circle. *(The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its March 28, 2022, meeting.)*



SUMMARY DATA:

- Size – approx. 4.40 acres
- No. of lots – 2 (average 2.07 acres per dwelling unit)
- SMARTGrowth – Passed
- Traffic Analysis – Passed, traffic generated from two residential lots is minimal. It will not have any significant impact on surrounding roadways.
- Exceptions – Lot-to-lot drainage
- 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](#)

LEGAL REVIEW: N/A

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



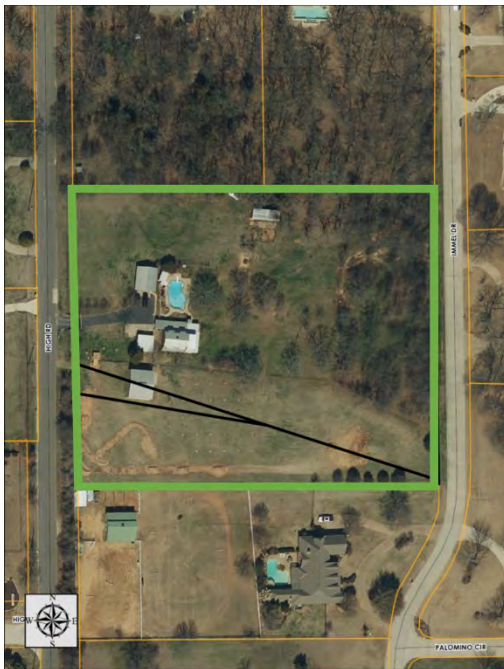
TOWN COUNCIL AGENDA ITEM NO. 11

REGULAR ITEM

DATE: April 4, 2022

FROM: Claire Barnes, Planner

ITEM: Public Hearing to consider an ordinance granting a Specific Use Permit No. 476 (SUP21-0011– 3800 High Road Accessory Dwelling) to permit an accessory dwelling. The property is generally located east of High Road and south of Arabian Circle. *(The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its March 28, 2022, meeting.)*



SUMMARY DATA:

- Lot Size – approx. 2.14 acres
- Zoning – Agricultural
- Proposed primary residence – 4,395 sf
- Proposed Accessory Dwelling – 1,826 sf
- Lot coverage – approximately 7.4%
- SMARTGrowth – N/A, review not triggered
- Traffic Analysis – N/A, review not triggered
- Incentives – N/A

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](#)

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 APPROVING SPECIFIC USE PERMIT NO. 476 (SUP-476) FOR AN ACCESSORY DWELLING ON CERTAIN PROPERTY SITUATED IN THE J.T. STEWART SURVEY, ABSTRACT NUMBER 1193, DENTON COUNTY, TEXAS, AND ZONED AGRICULTURAL DISTRICT (A); PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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 owner of the property described as 2.14 acres of land situated in the J.T. Stewart Survey, Abstract number 1193, Denton County, Texas, has filed an application for a Specific Use Permit for an accessory dwelling; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas, held a public hearing on March 28, 2022, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on April 4, 2022, with respect to the Specific Use Permit 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 Specific Use Permit on the property described herein; and,

WHEREAS, the Town Council finds that the Specific Use Permit should be granted as outlined herein as it is in the best interest of the Town of Flower Mound and will promote the health, safety, and general welfare of the citizens of the Town of Flower Mound and the general public;

Ordinance No. _____**Page 2**

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

SECTION 1

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

2.14 acres of land situated in the J.T. Stewart Survey, Abstract number 1193, Denton County, Texas, and more fully described in Exhibit "A" hereto.

Specific Use Permit No. 476 is hereby approved for an accessory dwelling, as more fully described in the exhibits attached hereto and incorporated herein.

SECTION 2

The Conceptual Plan and Conceptual Elevations of the proposed accessory dwelling, attached hereto as Exhibits "B" and "C," each incorporated herein for all purposes allowed by law, are hereby approved as the Conceptual Plan and Conceptual Elevations for this Specific Use Permit.

SECTION 3

The official Zoning 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 Specific Use Permit, as set forth above.

SECTION 4

The use of the Property described above shall be subject to all 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.

Ordinance No. _____

Page 3

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 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.

Ordinance No. _____

Page 4

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 4TH DAY
OF APRIL, 2022.**

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

Ordinance No._____

Page 5

Exhibit A

Ordinance No._____

Page 6

Exhibit B

Ordinance No._____

Page 7

Exhibit C

Exhibit A

EXHIBIT "A" – PROPERTY DESCRIPTION

All that certain lot, tract or parcel of land lying and being situated in Denton County, Texas and being a part of the J.T. Stewart Survey, Abstract Number 1193, Denton County, Texas and being a part of a tract of land described in a deed to Marcus Trimble and Rebecca Trimble, recorded in Instrument Number 2020-114381, Real Property Records, Denton County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at an iron rod found for the Southeast corner of said Trimble tract, same being the Northeast corner of Lot 6, Block B, Immel Estates, recorded in Cabinet O, Page 54, Plat Records, Denton County, Texas, and being in the West right of way line of Immel Drive;

THENCE South 89 degrees 15 minutes 07 seconds West, along the common line of said Trimble tract and said Lot 6, Block B, Immel Estates, a distance of 232.83 feet to a capped 1/2 inch iron rod set stamped "KAZ SURVEYING" for the POINT OF BEGINNING of the herein described tract;

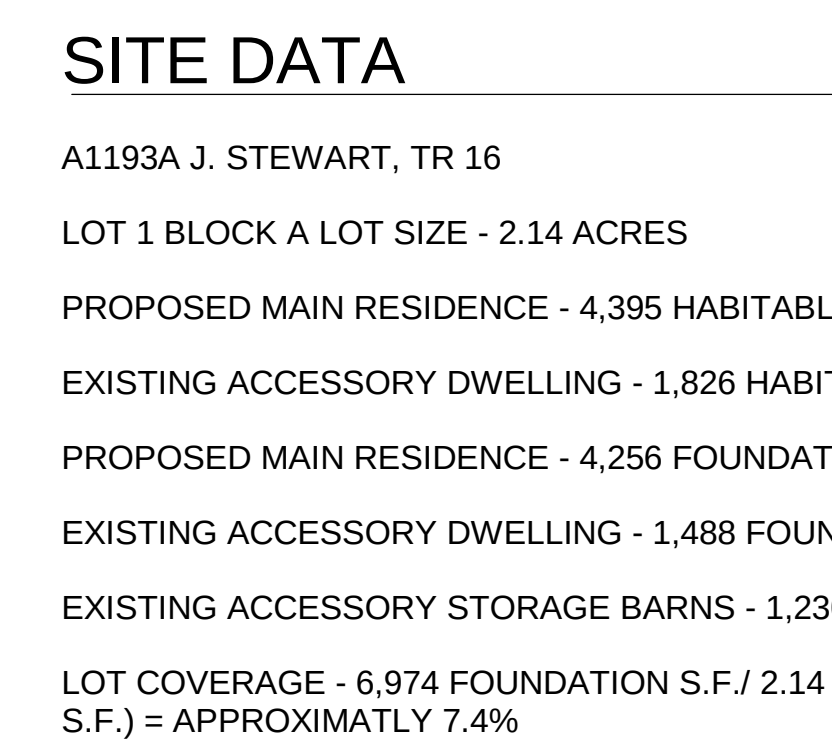
THENCE South 89 degrees 15 minutes 07 seconds West, continuing along said common line, a distance of 237.13 feet to a capped 1/2 inch iron rod set stamped "KAZ SURVEYING" for the Southwest corner of said herein described tract, same being in the East right of way line of High Road;

THENCE North 00 degrees 37 minutes 40 seconds West, departing said common line and along said East right of way line, a distance of 383.97 feet to a capped 1/2 inch iron rod set stamped "KAZ SURVEYING" for the Northeast corner of said herein described tract, same being the Southwest corner of Lot 8, of said Block B, Immel Estates;

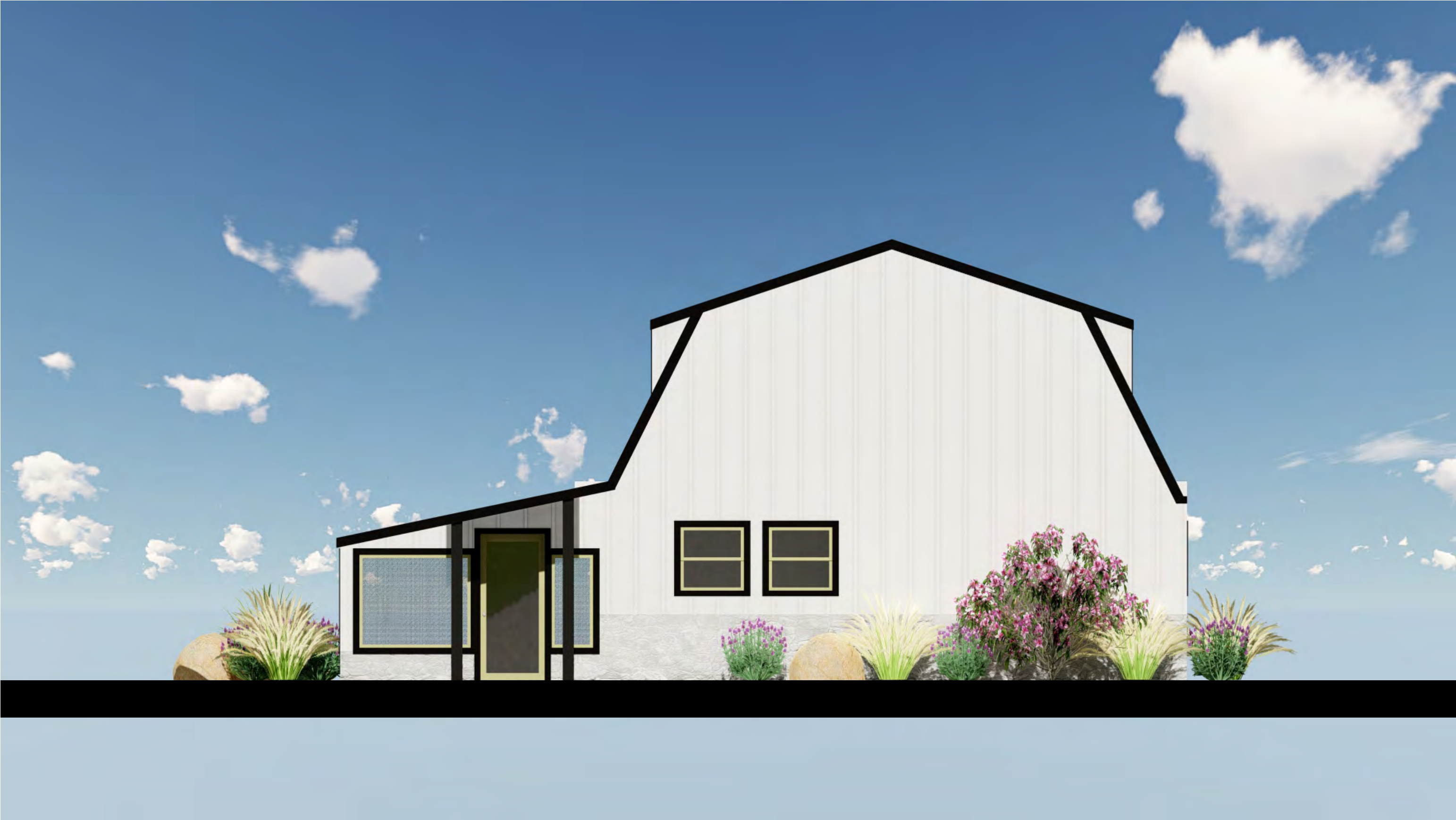
THENCE North 89 degrees 23 minutes 51 seconds East, departing said East right of way line and along the common line of said herein described tract of land and said Lot 8, Block B, Immel Estates, a distance of 247.91 feet to a capped 1/2 inch iron rod set stamped "KAZ SURVEYING" for the Northeast corner of said herein described tract, same being the Southwest corner of said Lot 8, Block B, Immel Estates;

THENCE South 00 degrees 36 minutes 33 seconds East, departing said common line, a distance of 14.17 feet to a capped 1/2 inch iron rod set stamped "KAZ SURVEYING" for the Southwest corner of a tract of land described in a deed to James H. Schell, recorded in Document Number 2021-79163, Real Property Records, Denton County, Texas;

THENCE South 01 degrees 02 minutes 39 seconds West, a distance of 369.35 feet to the **POINT OF BEGINNING** and containing 93,120 square feet or 2.14 acres of land, more or less.



ACCESORY DWELLING (EXISTING)



WEST ELEVATION



SOUTH ELEVATION



EAST ELEVATION

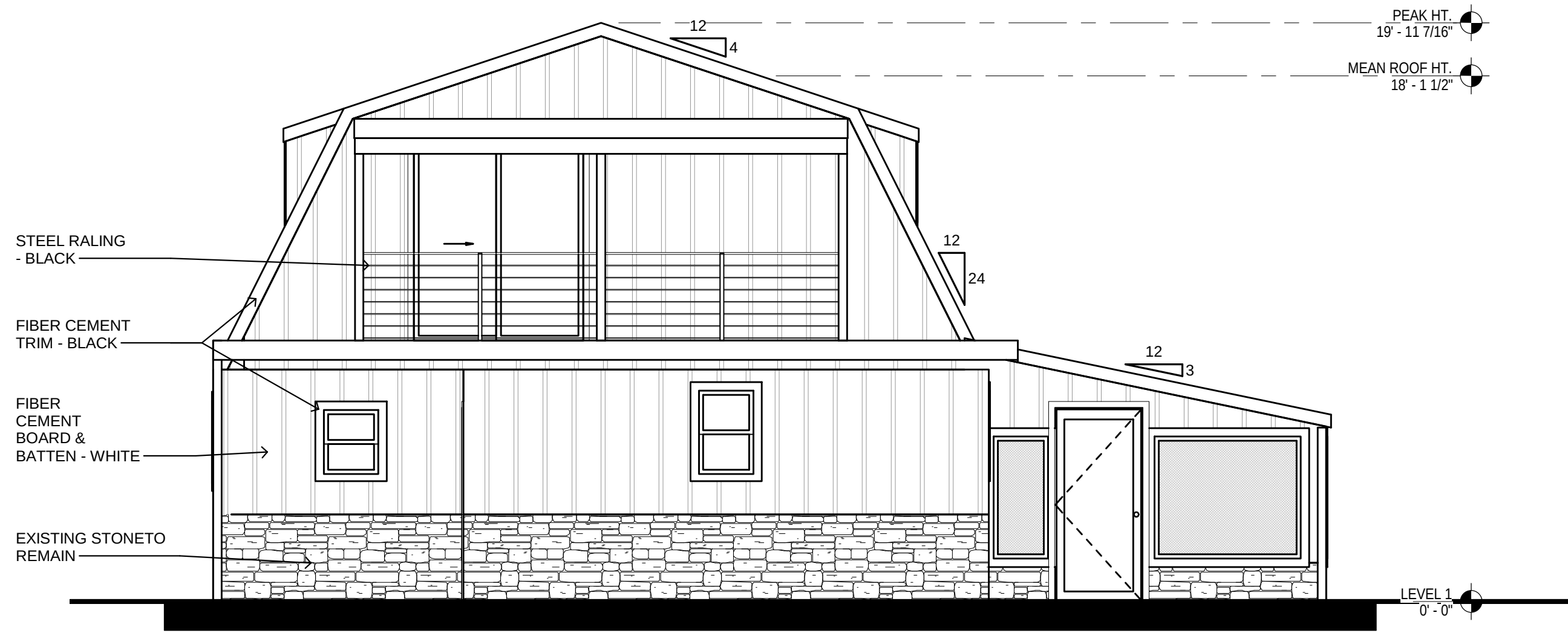


NORTH ELEVATION

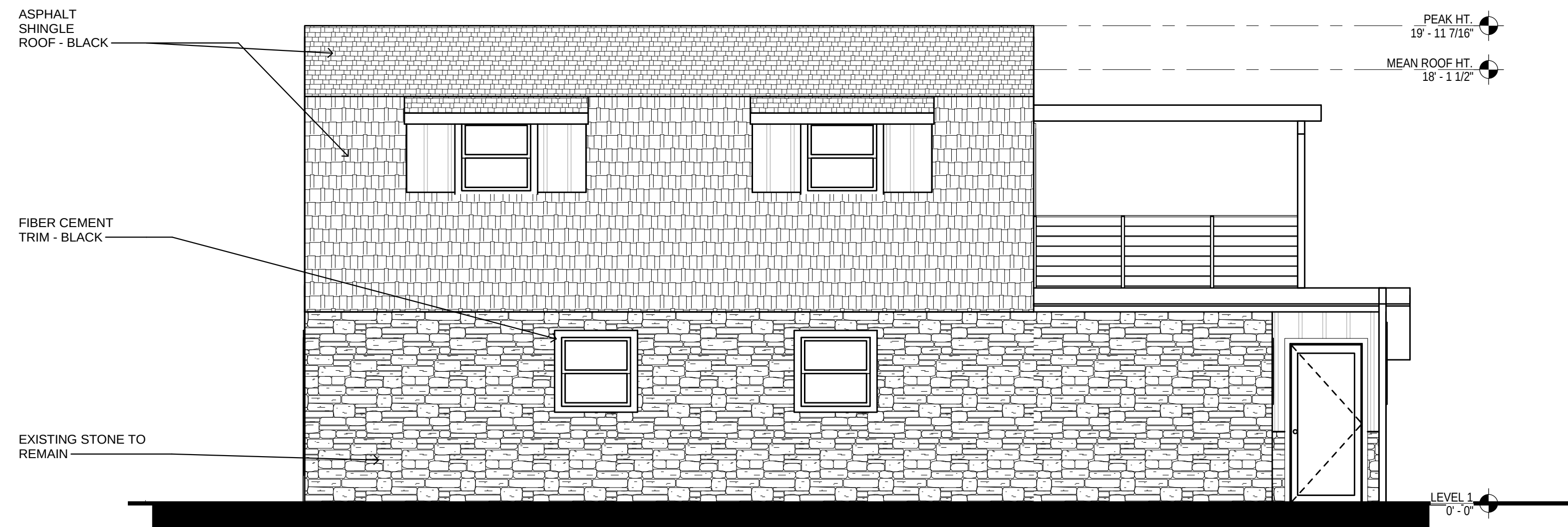
ACCESSORY DWELLING (EXISTING)



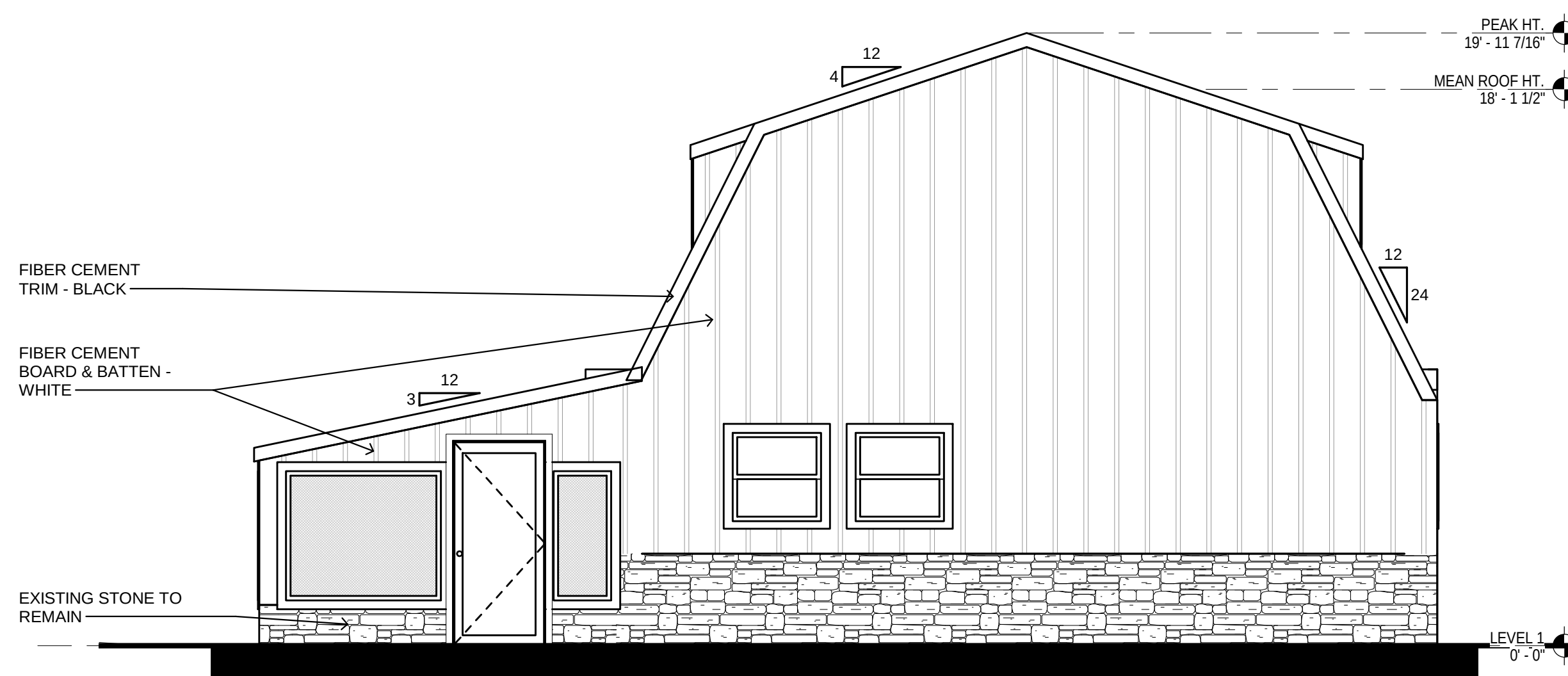
1 ELEVATION - NORTH
SCALE: 1/4" = 1'-0"



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



2 ELEVATION - SOUTH
SCALE: 1/4" = 1'-0"



5 ELEVATION - WEST
SCALE: 1/4" = 1'-0"



TOWN COUNCIL AGENDA ITEM NO. 12

REGULAR ITEM

DATE: April 4, 2022

FROM: Claire Barnes, Planner

ITEM: Public Hearing to consider an ordinance granting Specific Use Permit No. 477 (SUP21-0012– Ivybrook Academy – Prairie Plaza Building 6) to permit a day care center use. The property is generally located north of Cross Timbers Road and west of Long Prairie Road. (*The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its March 28, 2022, meeting.*)



SUMMARY DATA:

- Lot Size – approx. 4.76 acres
- Current Zoning – PD-150 with Office Uses
- Proposed use – Day care center
- Size of the proposed building/use – 5,766 sf
- SMARTGrowth – N/A, review not triggered
- Traffic Analysis – N/A, review not triggered
- Exceptions – None
- Incentives – None requested

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](#)

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 APPROVING SPECIFIC USE PERMIT NO. 477 (SUP-477) FOR A DAY CARE CENTER USE ON CERTAIN PROPERTY DESCRIBED AS 4.7568 ACRES OF LAND AND BEING ALL OF LOT 1, BLOCK A OF THE PRAIRIE PLAZA ADDITION AND ZONED PLANNED DEVELOPMENT DISTRICT NO. 150 (PD-150) WITH OFFICE USES; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owner of the property described as 4.7568 acres of land and being all of Lot 1, Block A of the Prairie Plaza Addition, Denton County, Texas, has filed an application for a Specific Use Permit to allow a day care center use; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas, held a public hearing on March 28, 2022, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on April 4, 2022, with respect to the Specific Use Permit 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 Specific Use Permit on the property described herein; and,

WHEREAS, the Town Council finds that the Specific Use Permit should be granted as outlined herein as it 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

Ordinance No. _____**Page 2**

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:

4.7568 acres of land, being all of Lot 1, Block A of the Prairie Plaza Addition, Denton County, Texas and zoned Planned Development District No. 150 (PD-150) With Office Uses.

Specific Use Permit No. 477 is granted to allow a day care center use as more fully described in the exhibits attached hereto and incorporated herein, subject to the following conditions:

1. The Specific Use Permit is limited to the playground and approximately 5,766 square-feet of Building 6 located on Lot 1, Block A of the Prairie Plaza Addition as depicted in Exhibit "A."
2. An amended site plan application is required for the proposed site modifications.
3. Equipment generating sound outside the day care (such as a bell tone) is prohibited.
4. Day care center hours of operation are limited to between 8:15 a.m. to 4:30 p.m., Monday through Friday, except that twice a year the hours may be extended by 2-hours.
5. Queuing for pick-up and drop-off is not permitted. All pick-up and drop-off traffic is required to utilize parking spaces.

SECTION 2

The Conceptual Site Plan, Conceptual Elevations, and Conceptual Landscape Plan of the proposed day care center use, attached hereto as Exhibit "A", "B", and "C" and incorporated herein for all purposes allowed by law, are hereby approved as the Conceptual Site Plan, Conceptual Elevations, and Conceptual Landscape Plan for this Specific Use Permit.

SECTION 3

The official Zoning 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 Specific Use Permit, as set forth above.

SECTION 4

The use of the property described above shall be subject to all applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town of Flower Mound including the regulations contained in Planned Development District-150 (PD-150).

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.

Ordinance No. _____

Page 4

SECTION 9

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

SECTION 10

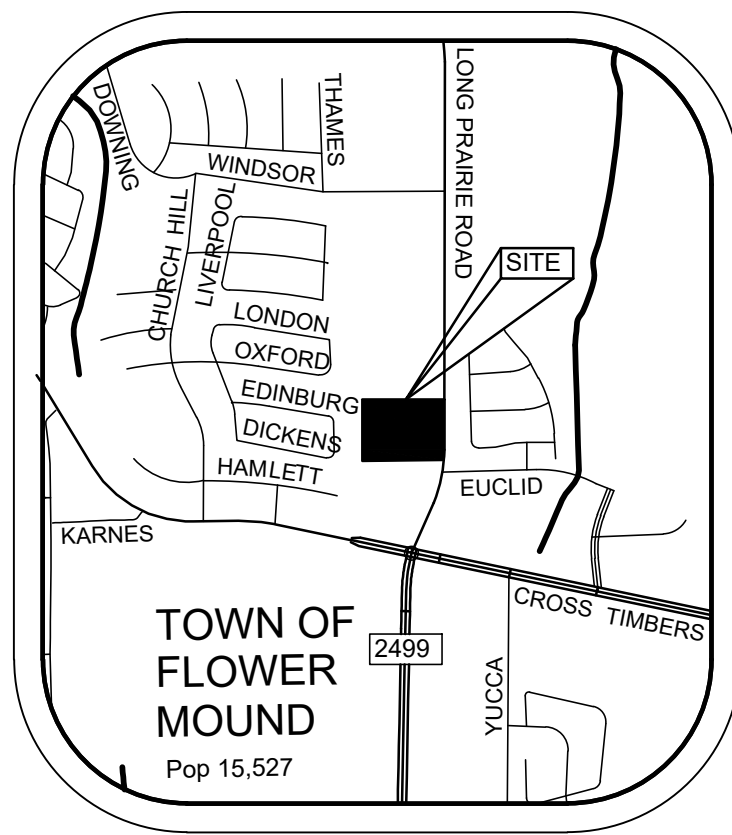
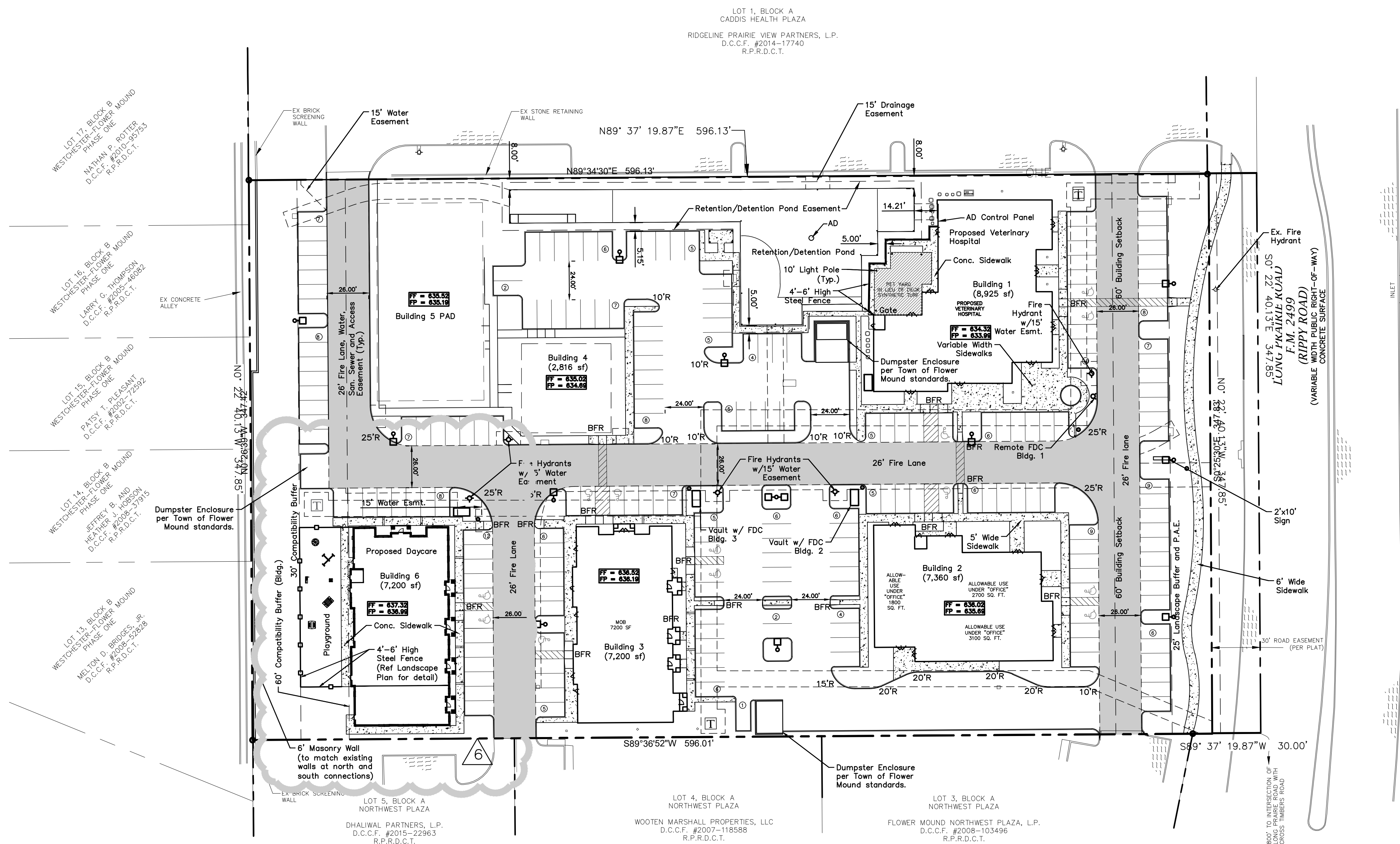
This Ordinance shall be in full force and effect from and after the date of its passage and publication as required by law, and it is so ordained.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 4TH DAY OF APRIL, 2022.

APPROVED:

Derek France, MAYOR**ATTEST:**

Theresa Scott, TOWN SECRETARY



LEGEND

- Firelane
- Proposed Sidewalk
- Ex. Concrete
- Proposed Retaining Wall
- Existing Fire Hydrant
- Proposed Fire Hydrant
- Barrier Free Ramp
- Parking Count
- P.A.E. Pedestrian Access Easement
- AD Aeration Device

SITE DATA -- PHASE I and II

Address: 3901 Long Prairie Road
Town of Flower Mound, Texas
Gross Lot Area: 5.00 Acres (217,799 sf)
Net Lot Area: 4.7604 Acres (207,364 sf)
Zoning: PD-150 with Office uses
Proposed Use: Office/Medical Office Uses
Lot Coverage Data: Building Coverage 23,485 sf
Impervious Area 91,104 sf
Pervious Area 91,710 sf

Site Parking Summary:	Required	Provided
Medical Office	65 Spaces	65 Spaces
Medical Office (Vet Clinic)	38 Spaces	38 Spaces
App. Office Use (Retail)	11 Spaces	15 Spaces
App. Office Use (Rest.)	45 Spaces	59 Spaces
Office	9 Spaces	9 Spaces
Daycare	17 Spaces	17 Spaces
Total Parking	185 Spaces	203 Spaces

Building Parking Summary:	Required	Provided
Building 1 Vet Clinic 9345sf	38	38
Building 2 Restaurant 4200sf Retail 3160sf	45 11	59 15
Building 3 Medical Office 7200sf	29	29
Building 4 Office 2735sf	9	9
Building 5 Medical Office 7200sf	29	29
Building 6 Medical Office 1467sf Daycare 5766sf	7 17	7 17
Total Parking (Ph II)	185 Spaces	*203 Spaces

* Phase II spaces includes 14 spaces from Phase I development.

Total Accessible Parking (Phase II) 3 Spaces
Total Accessible Parking (Phase I) 11 Spaces

NOTE: THIS IS NOT A CONSTRUCTION DOCUMENT.
THIS DOCUMENT IS FOR SUP PURPOSES FOR BUILDING 1 ONLY.

STANDARD NOTES:

- All Parking Spaces are 9'x18' unless otherwise noted.
- Retention/Detention Pond shall be concrete structural walls with stone clad interior to match buildings. Bottom shall be natural earth and pond shall have aeration device. Top shall have wrought iron fence for safety. Aeration device to be Aqua Control SS2 Display Aerator - Cluster Arch - 1 HP, or approved equal.
- Future phases shall contain Medical Office Buildings. Parking and sidewalks for each shall be constructed at the time of development.
- All infrastructure necessary for the full development of the property to be constructed with Phase I.
- The 30' Road easement shown on Site Plan shall be considered the east Right-of-way line for the purposes of this project. Any areas within the easement shall be considered to be under the jurisdiction of TxDOT.

NOTES:

- ALL RETAINING/DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO COMPLEMENT THE MATERIALS AND COLORS WITHIN THIS DEVELOPMENT.
- ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
- ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
- DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
- DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
- SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SUBJECT SITE PLAN/ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.
- ALL FIRE LANES TO BE DEDICATED AS FIRE LANE, WATER, SANITARY SEWER AND ACCESS EASEMENTS.

BUILDING 6 ONLY:

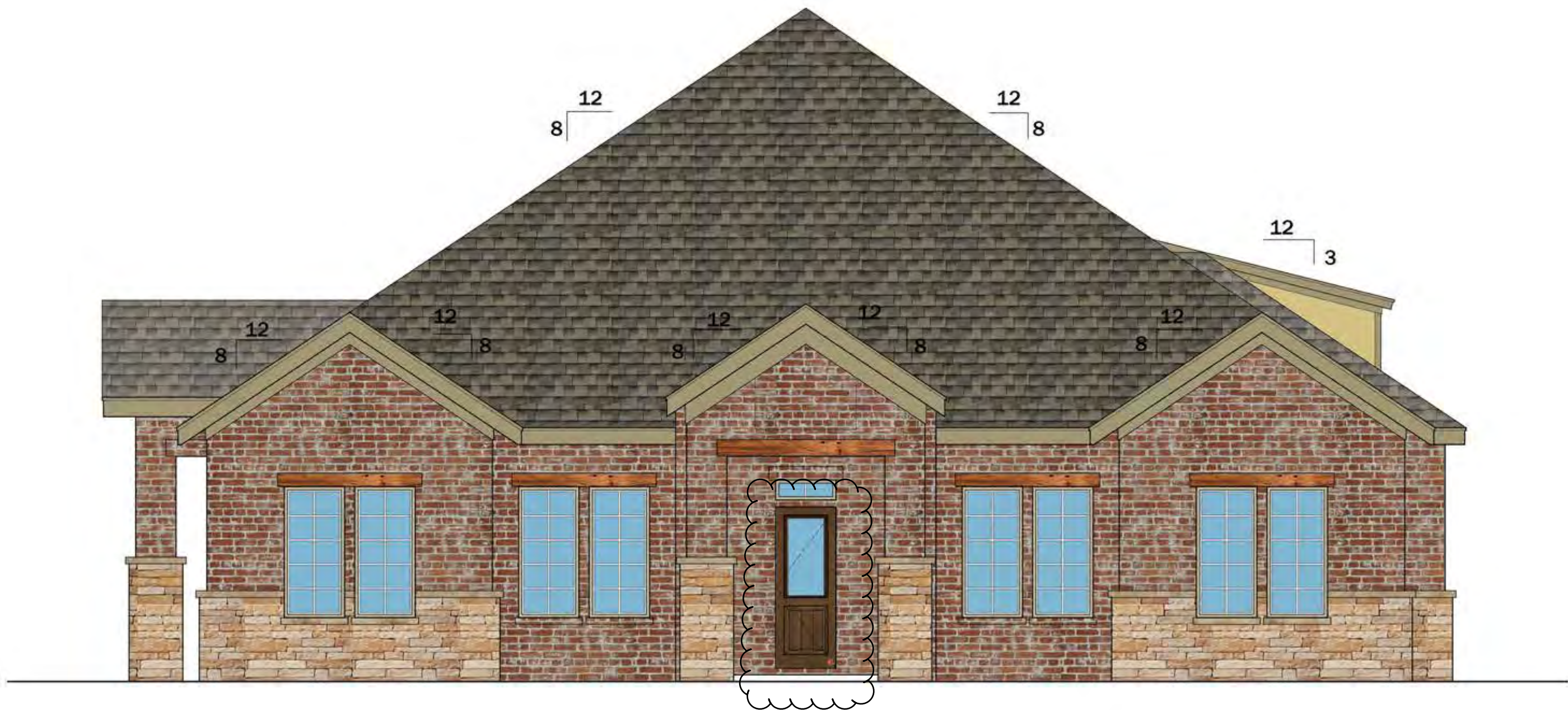
Parking Required
Medical Office 1467sf (1 space/200 sf) 7
Daycare 65 People (1/4 people accommodated) 17

REVISIONS FOR SUP-BLDG. 6

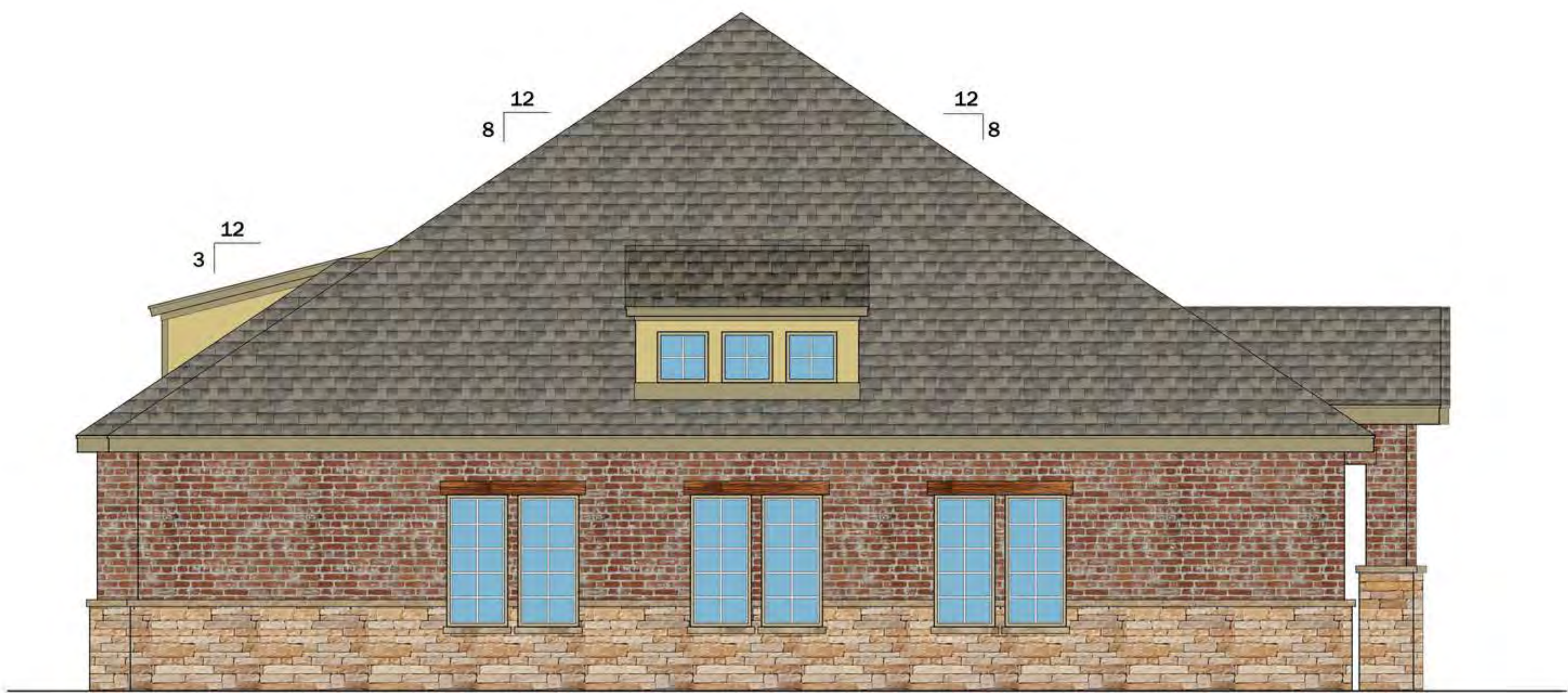
Issue Dates:	Revisions:	Date:
1 7-20-2017	1 Water	11/19/19
2	2 Grd, Stm	3/10/20
3	3 Bldg & FL	5/22/20
4	4 Bldg 1	8/18/21
5	5 Prkg & Grd	12/30/21
6	6 SUP Exh.	3/07/22

CROSS ENGINEERING CONSULTANTS	
131 S. Tennessee St. McKinney, Texas 75069	
972.562.4409 Texas P.E. Firm No. F-3935	
Drawn By:	Checked By:
C.E.C.I.	C.E.C.I.
Scale: 1" = 40'	

SUP EXHIBIT	Sheet No.
PRAIRIE PLAZA PHASE 1	SUP
DB Constructors, Inc.	Project No.
Town of Flower Mound, Texas	16047



4 NORTH ELEVATION
SCALE: 3/16" = 1'-0"



3 SOUTH ELEVATION
SCALE: 3/16" = 1'-0"

EXTERIOR FINISH MATERIAL SCHEDULE

Revised : 30-Nov-21

MATERIAL	MANUFACTURER	PRODUCT NO.	DESCRIPTION
ROOF	GAF	Timberline : Weathered Wood	Asphalt Shingles
ROOF	Mueller	AP Panel : Galvalume	Metal accent Roofs
TRIM / FASCIA	James Hardie & Co.	Hardie Trim Boards : Khaki Brown	Pre-finished trim and fascia
BRICK	ACME	Texas Heritage Modular	Brick
STONE	Texas Stone Designs	Hickory Stack Stone	Manufactured Stone
SIDING / PANEL	James Hardie & Co.	Hardie Siding / Panel : Khaki Brown	Siding & Panel (dormers)
WINDOWS	YKK	Storefront Oil Rubbed Bronze	Storefront w/ Low-E tint
ENTRY DOORS	Therma Tru	Fiber-Classic Oak Collection	1/2 lite / Driftwood
EGRESS DOORS	Therma Tru	Insulated Hollow Metal Door : Khaki Brown	Rear Egress Doors

Owner / GC retains the right to match an equivalent manufacturer to that which is listed above



2 WEST ELEVATION
SCALE: 3/16" = 1'-0"

ELEVATIONS : MATERIAL CALCULATIONS TABLE					REVISED :	30-Nov-21
BUILDING 6 : MEDICAL OFFICE BUILDING - PHASE II						
	NORTH*	SOUTH*	EAST*	WEST*		
TOTAL FAÇADE SQUARE FOOTAGE :	853	782	1610	1492		
FACED SQUARE FOOTAGE (EXCLUSIVE OF DOORS/WINDOWS)	633	647	1123	1273		
DOORS AND WINDOWS SQ. FT.	220	135	488	220		
PRIMARY MASONRY TOTALS (%)	98.42%	96.60%	99.11%	97.49%		
BRICK SQ. FT.	456	357	662	767		
STONE SQ. FT.	167	268	451	474		
SECONDARY MASONRY TOTALS (%)	1.58%	3.40%	0.89%	2.51%		
FIBERCEMENT (AKA HARDIPLANK) SQ. FT.	10	22	10	32		

*All numbers within the column are in square feet (SQ. FT.). U.N.O.



1 EAST ELEVATION
SCALE: 3/16" = 1'-0"

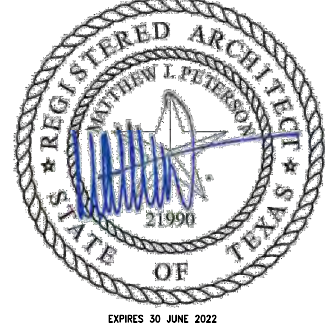
EXTERIOR FINISH MATERIAL SCHEDULE

		Revised : 30-Nov-21	
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ELEVATIONS : MATERIAL CALCULATIONS TABLE		REVISED : 30-Nov-21	
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*All numbers within the column are in square feet (SQ. FT.), U.N.O.

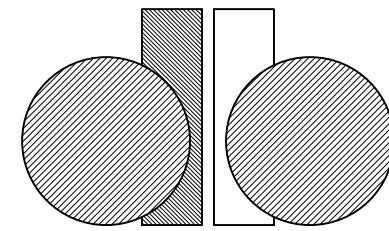
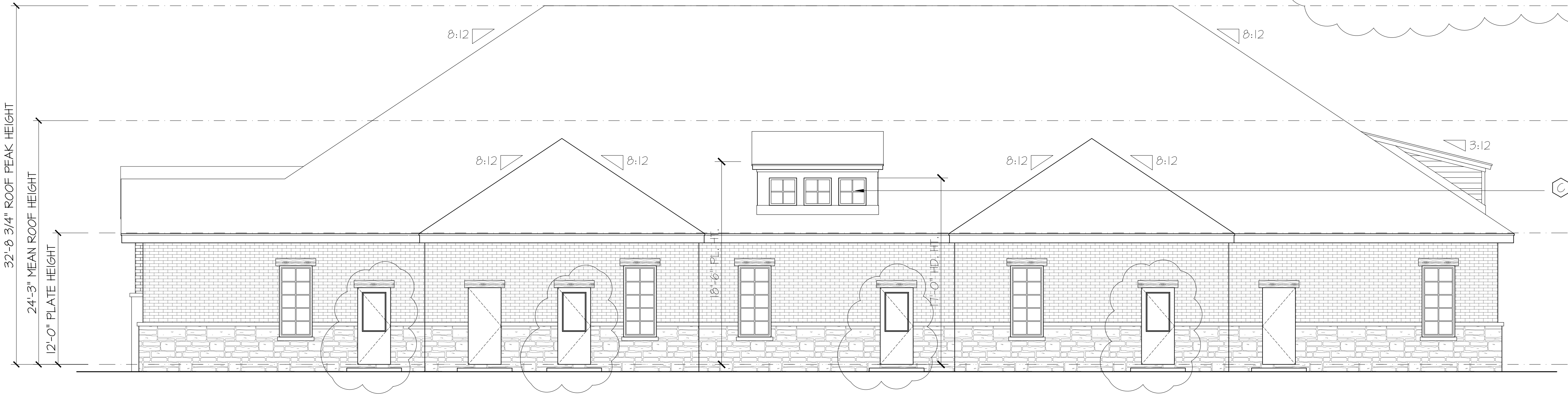


MATTHEW J. PETERSON, AIA

ARCHITECT / d/b constructors, inc.
2400 GREAT SOUTHWEST PARKWAY
FORT WORTH, TEXAS 76106
817 626-7500

STATUS:
ISSUE FOR PERMIT : 15 JULY 2021

BUILDING 6
3917 LONG PRAIRIE ROAD
FLOWER MOUND, TX



d/b constructors inc.
DESIGN-BUILD CONTRACTOR

2400 GREAT SOUTHWEST PARKWAY
FORT WORTH, TEXAS 76106
817 626-7500
817 626-4305 FAX

SHELL RETAIL & OFFICE

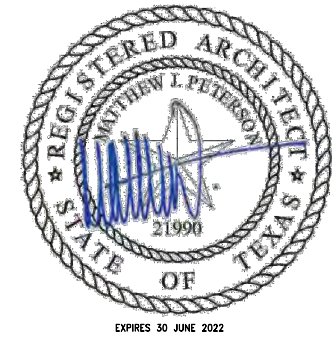
for

PRAIRIE PLAZA

LONG PRAIRIE ROAD
FLOWER MOUND, TX

Drawing Number

A-601



MATTHEW J. PETERSON, AIA
ARCHITECT / db constructors, inc.
2400 GREAT SOUTHWEST PARKWAY
FT. WORTH, TEXAS 76106
817 626-1300

STATUS:
ISSUE FOR PERMIT : 15 JULY 2021

BUILDING 6
3917 LONG PRAIRIE ROAD
FLOWER MOUND, TX

EXTERIOR FINISH MATERIAL SCHEDULE

Revised : 30-Nov-21

MATERIAL	MANUFACTURER	PRODUCT NO.	DESCRIPTION
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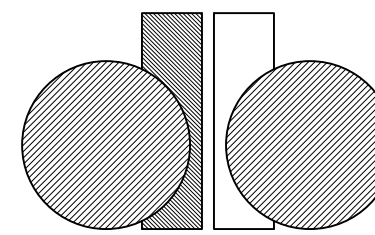
2 NORTH ELEVATION

SCALE: 3/16" = 1'-0"



1 SOUTH ELEVATION

SCALE: 3/16" = 1'-0"



d/b constructors inc.
DESIGN-BUILD CONTRACTOR

2400 GREAT SOUTHWEST PARKWAY
FORT WORTH, TEXAS 76106
817 626-1300
817 626-4305 FAX

SHELL RETAIL & OFFICE

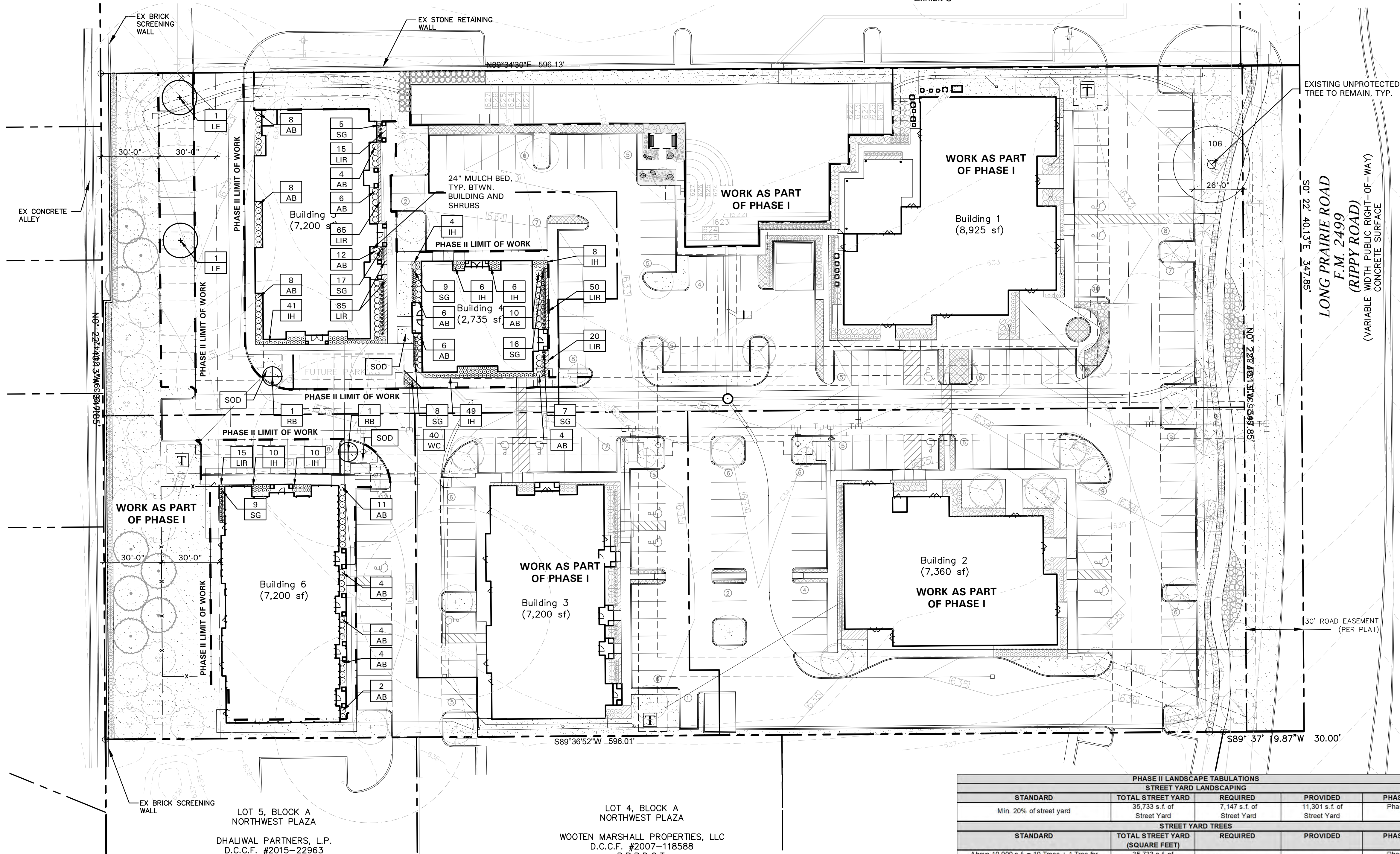
for

PRAIRIE PLAZA

LONG PRAIRIE ROAD
FLOWER MOUND, TX

Drawing Number

A-602



DHALIWAL PARTNERS, L.P.
D.C.C.F. #2015-22963
R.P.R.D.C.T.

WOOTEN MARSHALL PROPERTIES, LLC
D.C.C.F. #2007-118588
R.P.R.D.C.T.

PLANT LIST - PHASE II

SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	REMARKS
LE	TREES				
LE	<i>Ulmus parvifolia</i> 'Sempervirens'	Lacebark Elm	2	3" cal.	container grown, 12' ht., 4' spread, 4' branching ht., matching
RB	<i>Cercis canadensis</i> 'Oklahoma'	Oklahoma Redbud	2	3" cal.	container grown, 8' ht., 4' spread min.
AB	SHRUBS/GROUNDCOVER				
AB	<i>Abelia grandiflora</i> 'Edward Goucher'	Dwarf Abelia 'Edward Goucher'	97	5 gal.	container full, 24" spread, 36" o.c.
IH	<i>Raphiolepis indica</i> 'Clara'	Indian Hawthorne 'Clara'	134	5 gal.	container full, 20" spread, 24" o.c.
LIR	<i>Liriope muscari</i> 'Big Blue'	Liriope 'Big Blue'	250	4" pots	container full top of container, 12" o.c.
SG	<i>Salvia greggii</i> 'Red'	Salvia Greggii 'Red'	71	5 gal.	container full, 20" spread 24" o.c.
WC	<i>Euonymus fortunei</i> 'Coloratus'	Wintercreeper	40	4" pots	container (12") 12" runners min., 12" o.c.
SOD	<i>Cynodon dactylon</i>	Common Bermudagrass			refer to notes

NOTE: ALL TREES SHALL HAVE STRAIGHT TRUNKS AND BE MATCHING WITHIN VARIETIES.
PLANT LIST IS AN AID TO BIDDERS ONLY. CONTRACTOR SHALL VERIFY ALL QUANTITIES ON PLAN.
ALL HEIGHTS AND SPREADS ARE MINIMUMS. ALL PLANT MATERIAL SHALL MEET OR EXCEED REMARKS AS INDICATED.

PHASE II LANDSCAPE TABULATIONS				
STREET YARD LANDSCAPING				
STANDARD	TOTAL STREET YARD	REQUIRED	PROVIDED	PHASING
Min. 20% of street yard	35,733 s.f. of Street Yard	7,147 s.f. of Street Yard	11,301 s.f. of Street Yard	Phase I
STREET YARD TREES				
STANDARD	TOTAL STREET YARD (SQUARE FEET)	REQUIRED	PROVIDED	PHASING
Above 10,000 s.f. = 10 Trees + 1 Tree for every 2,500 s.f. over 10,000 s.f.	35,733 s.f. of Street Yard	20 Trees (3" cal.)	19 Trees (3" cal.) 7 Trees (30 gal.)	Phase I
STREET BUFFER LANDSCAPING				
STANDARD		REQUIRED BUFFER WIDTH	PROVIDED	PHASING
FM 2499		25 ft.	25 ft.	Phase I
STREET BUFFER TREES				
STANDARD	STREET FRONTAGE (LINEAR FEET)	REQUIRED	PROVIDED	PHASING
1 per 30 l.f.	FM 2499 = 348 l.f.	12 Trees (3" cal.)	10 Trees (3" cal.) 6 Trees (30 gal.)	Phase I
PARKING AREA LANDSCAPING				
STANDARD	# OF PARK SPACES	REQUIRED	PROVIDED	PHASING
90 s.f. per 12 spaces	203 Parking Spaces	1,523 s.f.	8,507 s.f.	Updated with Phase II
PARKING AREA TREES				
STANDARD	# OF PARK SPACES	REQUIRED	PROVIDED	PHASING
1 per 10 parking spaces	203 parking spaces	21 trees (3" cal.)	24 trees (3" cal.) 7 trees (30 gal.)	Updated with Phase II
** All parking spaces to be located within 50 ft. of Parking lot tree. *** 30% of the required parking lot trees can be small trees.				
PARKING AREA SCREENING				
STANDARD		Landscape berm or screening shrubs	PROVIDED	PHASING
All head parking to be screened from street view		3' ht. Screen	Screening shrubs (3' ht.)	Phase I
COMPATABILITY BUFFER LANDSCAPING				
STANDARD	Square Footage	REQUIRED	PROVIDED	PHASING
30 ft. Compatibility Buffer Along West Res. Adj.	Not Applicable	30 ft.	30 ft.	Phase I
One Shade Tree per 400 s.f. of Comp. Buffer	10,435 s.f.	26 Trees (3" cal.)	26 Trees	Phase I
Min. 6' Masonry Wall	Not Applicable	6 ft.	6 ft. masonry wall	Phase I
Understory Screening Plants	Not Applicable	6' Screening Shrubs	6' Screening Shrubs	Phase I

NOTE: ANY TOWN IRRIGATION WITHIN THE R.O.W. THAT MAY BE DAMAGED DURING CONSTRUCTION IS THE CONTRACTOR'S RESPONSIBILITY TO REPAIR PRIOR TO ACCEPTANCE OF THE SITE AND/OR C/O

LANDSCAPE NOTES

- CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
- CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY LANDSCAPE ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
- CONTRACTOR SHALL PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
- CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL FINISHED GRADE IN PLANTING AREAS AND 1" BELOW FINAL FINISHED GRADE IN LAWN AREAS.
- ALL PLANTING BEDS AND LAWN AREAS SHALL BE SEPARATED BY STEEL EDGING. NO STEEL EDGING SHALL BE INSTALLED ADJACENT TO BUILDINGS, WALKS, OR CURBS. CUT STEEL EDGING AT 45 DEGREE ANGLE WHERE IT INTERSECTS WALKS AND CURBS.
- TOP OF MULCH SHALL BE 1/2" MINIMUM BELOW THE TOP OF WALKS AND CURBS.
- ALL LAWN AREAS SHALL BE SOLID SOD BERMUDAGRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.
- ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS AND EVAPOTRANSPIRATION (ET) WEATHER-BASED CONTROLLERS AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.
- CONTRACTOR SHALL PROVIDE BID PROPOSAL LISTING UNIT PRICES FOR ALL MATERIAL PROVIDED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.

MAINTENANCE NOTES

- THE OWNER, TENANT AND THEIR AGENT, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPE.
- ALL LANDSCAPE SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE MOWING, EDGING, PRUNING, FERTILIZING, WATERING, WEEDING AND OTHER SUCH ACTIVITIES COMMON TO LANDSCAPE MAINTENANCE.
- ALL LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS AND OTHER SUCH MATERIAL OR PLANTS NOT PART OF THIS PLAN.
- ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR.
- ALL PLANT MATERIAL WHICH DIES SHALL BE REPLACED WITH PLANT MATERIAL OF EQUAL OR BETTER VALUE.
- CONTRACTOR SHALL PROVIDE SEPARATE BID PROPOSAL FOR ONE YEAR'S MAINTENANCE TO BEGIN AFTER FINAL ACCEPTANCE.

GENERAL LAWN NOTES

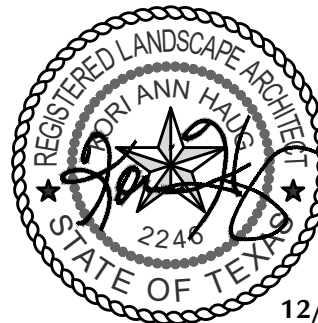
- CONTRACTOR SHALL COORDINATE OPERATIONS AND AVAILABILITY OF EXISTING TOPSOIL WITH ON-SITE CONSTRUCTION MANAGER.
- CONTRACTOR SHALL LEAVE LAWN AREAS 1" BELOW FINAL FINISHED GRADE PRIOR TO TOPSOIL INSTALLATION.
- CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED ON CIVIL PLANS. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
- ALL LAWN AREAS SHALL BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR LANDSCAPE ARCHITECT PRIOR TO LAWN INSTALLATION.
- CONTRACTOR SHALL REMOVE ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLODS, STICKS, CONCRETE SPOILS, ETC. PRIOR TO PLACING TOPSOIL AND LAWN INSTALLATION.
- CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO: MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.
- CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.

SOLID SOD NOTES

- PLANT SOD BY HAND TO COVER INDICATED AREAS COMPLETELY. ENSURE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL VOIDS.
- ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE. FREE FROM UNNATURAL UNDULATIONS.
- WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.
- IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1 AND MARCH 1, OVER SEED BERMUDAGRASS SOD WITH WINTER RYEGRASS, AT A RATE OF FOUR (4) POUNDS PER ONE THOUSAND (1000) SQUARE FEET.



4245 North Central Expy
Suite 501
Dallas, Texas 75205
214.865.7192 office



3901 Long
Prairie Road
Phase 2
PRAIRIE PLAZA
Flower Mound, Texas

Project Number: 16055
Issue Date: 04.03.19
Drawn By: NAY
Checked By: KAH

Revisions	No.	Date:	Detail:
	1.	10/08/19	Town Comments
	2.	06/01/20	Coordination
	3.	07/08/20	Town Comments
	4.	09/25/20	Town Comments
	5.	12/02/21	Town Comments

Sheet Title:

LANDSCAPE
PLAN

Sheet Number:

L1.01



SCALE: 1" = 30'-0"
0 15 30 60

SECTION 32 9300 - LANDSCAPE

PART 1 - GENERAL

1.1 REFERENCED DOCUMENTS

- A. Refer to Landscape Plans, notes, details, bidding requirements, special provisions, and schedules for additional requirements.

1.2 DESCRIPTION OF WORK

- A. Work included: Furnish all supervision, labor, materials, services, equipment and appliances required to complete the work covered in conjunction with the landscaping covered in these specifications and landscaping plans, including:

- Planting (trees, shrubs and grasses)
- Bed preparation and fertilization
- Notification of sources
- Water and maintenance until final acceptance
- Guarantee

1.3 REFERENCE STANDARDS

- A. American Standard for Nursery Stock published by American Association of Nurserymen: 27 October 1980, Edition; by American National Standards Institute, Inc. (Z60.1) – plant material
- B. American Joint Committee on Horticultural Nomenclature: 1942 Edition of Standardized Plant Names.
- C. Texas Association of Nurserymen, Grades and Standards
- D. Hortis Third, 1976 - Cornell University

1.4 NOTIFICATION OF SOURCES AND SUBMITTALS

- A. Samples: Provide representative quantities of sandy loam soil, mulch, bed mix material, gravel and crushed stone. Samples shall be approved by Owner's Authorized Representative before use on the project.

1.5 JOB CONDITIONS

- A. General Contractor to complete the following punch list: Prior to Landscape Contractor initiating any portion of landscape installation, General Contractor shall leave planting bed areas three (3") inches below final finish grade of sidewalks, drives and curbs as shown on the drawings. All lawn areas to receive solid sod shall be left one (1") inch below the final finish grade of sidewalks, drives and curbs. All construction debris shall be removed prior to Landscape Contractor beginning any work.
- B. Storage of materials and equipment at the job site will be at the risk of the Landscape Contractor. The Owner cannot be held responsible for theft or damage.

1.6 MAINTENANCE AND GUARANTEE

- A. Maintenance:
1. The Landscape Contractor shall be held responsible for the maintenance of all work from the time of planting until final acceptance by the Owner. No trees, shrubs, groundcover or grass will be accepted unless they show healthy growth and satisfactory foliage conditions.

2. Maintenance shall include watering of trees and plants, cultivation, weeding spraying, edging, pruning of trees, mowing of grass, cleaning up and all other work necessary of maintenance.
3. A written notice requesting final inspection and acceptance should be submitted to the Owner at least seven (7) days prior to completion. An on-site inspection by the Owner's Authorized Representative will be completed prior to written acceptance.

- B. Guarantee:

1. Trees, shrubs and groundcover shall be guaranteed for a twelve (12) month period after final acceptance. The Contractor shall replace all dead materials as soon as weather permits and upon notification of the Owner. Plants, including trees, which have partially died so that shape, size, or symmetry have been damaged, shall be considered subject to replacement. In such cases, the opinion of the Owner shall be final.
- a. Plants used for replacement shall be of the same size and kind as those originally planted and shall be planted as originally specified. All work, including materials, labor and equipment used in replacements, shall carry a twelve (12) month guarantee. Any damage, including ruts in lawn or bed areas, incurred as a result of making replacements shall be immediately repaired.

- b. At the direction of the Owner, plants may be replaced at the start of the next year's planting season. In such cases, dead plants shall be removed from the premises immediately.

- c. When plant replacements are made, plants, soil mix, fertilizer and mulch are to be utilized as originally specified and re-inspected for full compliance with the contract requirements. All replacements are to be included under "Work" of this section.

2. The Owner agrees that for the guarantee to be effective, he will water plants at least twice a week during dry periods and cultivate beds once a month after final acceptance.

3. The above guarantee shall not apply where plants die after acceptance because of injury from storms, hail, freeze, insects, diseases, injury by humans, machines or theft.

4. Acceptance for all landscape work shall be given after final inspection by the Owner provided the job is in a complete, undamaged condition and there is a stand of grass in all lawn areas. At that time, the Owner will assume maintenance on the accepted work.

- C. Repairs: Any necessary repairs under the Guarantee must be made within ten (10) days after receiving notice, weather permitting. In the event the Landscape Contractor does not make repairs accordingly, the Owner, without further notice to Contractor, may provide materials and men to make such repairs at the expense to the Landscape Contractor.

1.7 QUALITY ASSURANCE

- A. General: Comply with applicable federal, state, county and local regulations governing landscape materials and work.
- B. Personnel: Employ only experienced personnel who are familiar with the required work. Provide full time supervision by a qualified foreman acceptable to Landscape Architect.

- C. Selection of Plant Material:
1. Make contact with suppliers immediately upon obtaining notice of contract acceptance to select and book materials. Develop a program of maintenance (pruning and fertilization) which will ensure the purchased materials will meet and / or exceed project specifications.

2. Substitutions: Do not make plant material substitutions. If the specified landscape material is not obtainable, submit proof of non-availability to Landscape Architect, together with proposal for use of equivalent material. At the time bids are submitted, the Contractor is assumed to have located the materials necessary to complete the job as specified.

3. Landscape Architect will provide a key identifying each tree location on site. Written verification will be required to document material selection, source and delivery schedules to site.

4. Measurements: Measure trees with branches and trunks or canes in their normal position. Do not prune to obtain required sizes. Take caliper measurements six inches above ground for trees up to and including 4" caliper size, and twelve inches above ground for larger sizes. Measure main body of all plant material of height and spread dimensions,

do not measure from branch or root tip-to-tip.

5. Owner's Authorized Representative shall inspect all plant material with requirements for genus, species, cultivar / variety size and quality.

6. Owner's Authorized Representative retains the right to further inspect all plant material upon arrival to the site and during installation for size and condition of root balls and root systems, limbs, branching habit, insects, injuries and latent defects.

7. Owner's Authorized Representative may reject unsatisfactory or defective material at any time during the process work. Remove rejected materials immediately from the site and replace with acceptable material at no additional cost to the Owner. Plants damaged in transit or at job site shall be rejected.

1.8 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Preparation:

1. Balled and Burlapped (B&B) Plants: Dig and prepare shipment in a manner that will not damage roots, branches, shape and future development.

2. Container Grown Plants: Deliver plants in rigid container to hold ball shape and protect root mass.

B. Delivery:

1. Deliver packaged materials in sealed containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery and while stored on site.

2. Deliver only plant materials that can be planted in one day unless adequate storage and watering facilities are available on job site.

3. Protect root balls by heeling in with sawdust or other approved moisture retaining material if not planted within 24 hours of delivery.

4. Protect plants during delivery to prevent damage to root balls or desiccation of leaves. Keep plants moist at all times. Cover all materials during transport.
5. Notify Owner's Authorized Representative of delivery schedule 72 hours in advance job site.

6. Remove rejected plant material immediately from job site.

7. To avoid damage or stress, do not lift, move, adjust to plumb, or otherwise manipulate plants by trunk or stems.

PART 2 - PRODUCTS

2.1 PLANTS

- A. General: Well-formed No. 1 grade or better nursery grown stock. Listed plant heights are from tops of root balls to nominal tops of plants. Plant spread refers to nominal outer width of the plant, not to the outer leaf tips. Plants will be individually approved by the Owner's Authorized Representative and his decision as to their acceptability shall be final.

- B. Quantities: The drawings and specifications are complimentary. Anything called for on one and not the other is as binding as if shown and called for on both. The plant schedule is an aid to bidders only. Confirm all quantities on plan.

- C. Quality and size: Plant materials shall conform to the size given on the plan, and shall be healthy, symmetrical, well-shaped, full branched and well rooted. The plants shall be free from injurious insects, diseases, injuries to the bark or roots, broken branches, objectionable disfigurements, insect eggs and larvae, and are to be of specimen quality.

- D. Approval: All plants which are found unsuitable in growth, or are in any unhealthy, badly shaped or undersized condition will be rejected by the Owner's Authorized Representative either before or after planting and shall be removed at the expense of the Landscape Contractor and replaced with acceptable plant as

specified at no additional cost to the Owner.

- E. Trees shall be healthy, full-branched, well-shaped, and shall meet the minimum trunk and branch requirements of the plant schedule. Balls shall be firm, neat, slightly tapered and well wrapped in burlap. Any tree loose in the ball or with a broken root ball at time of planting will be rejected. Balls shall be ten (10") inches in diameter for each one (1") inch of trunk diameter, measured six (6") inches above ball. (Nomenclature confirms to the customary nursery usage. For clarification, the term "multi-trunk" defines a plant having three (3) or more trunks of nearly equal diameter.)

- F. Pruning: All pruning of trees and shrubs, as directed by the Landscape Architect prior to final acceptance, shall be executed by the Landscape Contractor at no additional cost to the Owner.

2.2 SOIL PREPARATION MATERIALS

A. Sandy Loam:

1. Friable, fertile, dark, loamy soil, free of clay lumps, subsoil, stones and other extraneous material and reasonably free of weeds and foreign grasses. Loam containing Dallasgrass or Nutgrass shall be rejected.

2. Physical properties as follows:

- a. Clay – between 7-27 percent
b. Silt – between 15-25 percent
c. Sand – less than 52 percent

3. Organic matter shall be 3%-10% of total dry weight.

4. If requested, Landscape Contractor shall provide a certified soil analysis conducted by an approved soil testing laboratory verifying that sandy loam meets the above requirements.

- B. Organic Material: Compost with a mixture of 80% vegetative matter and 20% animal waste. Ingredients should be a mix of course and fine textured material.

- C. Premixed Bedding Soil as supplied by Vital Earth Resources, Gladewater, Texas; Professional Bedding Soil as supplied by Living Earth Technology, Dallas, Texas or Acid Gro Municipal Mix as supplied by Soil Building Systems, Dallas, Texas or approved equal.

- D. Sharp Sand: Sharp sand must be free of seeds, soil particles and weeds.

- E. Mulch: Double Shredded Hardwood Mulch, partially decomposed, dark brown. Living Earth Technologies or approved equal.

- F. Organic Fertilizer: FertiLaid, Sustane, or Green Sense or equal as recommended for required applications. Fertilizer shall be delivered to the site in original unopened containers, each bearing the manufacturer's guaranteed statement of analysis.

- G. Commercial Fertilizer: 10-20-10 or similar analysis. Nitrogen source to be a minimum 50% slow release organic Nitrogen (SCU or UP) with a minimum 8% sulfur and 4% iron, plus micronutrients.

- H. Peat: Commercial sphagnum peat moss or partially decomposed shredded pine bark or other approved organic material.

2.3 MISCELLANEOUS MATERIALS

- A. Steel Edging: All steel edging shall be 3/16" thick x 4" deep x 16' long with 6 stakes per section, painted black at the factory as manufactured by The J.D. Russell Company and under its trade name DURAEEDGE Heavy Duty Steel.

- B. Staking Material for Shade Trees: refer to details.

- C. Gravel: Washed native pea gravel, graded 1 inch to 1-1/2 inch.

- D. Filter Fabric: 'Mirafli Mirascape' by Mirafli Construction Products available at Lone Star Products, Inc., (469) 523-0444 or approved equal.

- E. River Rock: 'Colorado' or native river rock, 2" - 4" dia.

- F. Decomposed Granite: Base material shall consist of a natural material mix of granite aggregate not to exceed 1/8" diameter in size and shall be composed of various stages of decomposed earth base.

PART 3 - EXECUTION

3.1 BED PREPARATION & FERTILIZATION

- A. Landscape Contractor to inspect all existing conditions and report any deficiencies to the Owner.

- B. All planting areas shall be conditioned as follows:

1. Prepare new planting beds by scraping away existing grass and weeds as necessary. Till existing soil to a depth of six (6") inches prior to placing compost and fertilizer. Apply fertilizer as per Manufacturer's recommendations. Add six (6") inches of compost and till into a depth of six (6") inches of the topsoil. Apply organic fertilizer such as Sustane or Green Sense at the rate of twenty (20) pounds per one thousand (1,000) square feet.

2. All planting areas shall receive a two (2") inch layer of specified mulch.
3. Backfill for tree pits shall be as follows: Use existing top soil on site (use imported topsoil as needed) free from large clumps, rocks, debris, caliche, subsoils, etc., placed in nine (9") inch layers and watered in thoroughly.

C. Grass Areas:

1. Blocks of sod should be laid joint to joint (staggered joints) after fertilizing the ground first. Roll grass areas to achieve a smooth, even surface. The joints between the blocks of sod should be filled with topsoil where they are evidently gaped open, then watered thoroughly.

3.2 INSTALLATION

- A. Maintenance of plant materials shall begin immediately after each plant is delivered to the site and shall continue until all construction has been satisfactorily accomplished.

- B. Plant materials shall be delivered to the site only after the beds are prepared and areas are ready for planting. All shipments of nursery materials shall be thoroughly protected from the drying winds during transit. All plants which cannot be planted at once, after delivery to the site, shall be well protected against the possibility of drying by wind and Balls of earth of B & B plants shall be kept covered with soil or other acceptable material. All plants remain the property of the Contractor until final acceptance.

- C. Position the trees and shrubs in their intended location as per plan.
- D. Notify the Owner's Authorized Representative for inspection and approval of all positioning of plant materials.

- E. Excavate pits with vertical sides and horizontal bottom. Tree pits shall be large enough to permit handling and planting without injury to balls of earth or roots and shall be of such depth that, when planted and settled, the crown of the plant shall bear the same relationship to the finish grade as it did to soil surface in original place of growth.

- F. Shrub and tree pits shall be no less than twenty-four (24") inches wider than the lateral dimension of the earth ball and six (6") inches deeper than it's vertical dimension. Remove and haul from site all rocks and stones over three-quarter (¾") inch in diameter. Plants should be thoroughly moist before removing containers.

- G. Dig a wide, rough sided hole exactly the same depth as the height of the ball, especially at the surface of the ground. The sides of the hole should be rough and jagged, never slick or glazed.

- H. Percolation Test: Fill the hole with water. If the water level does not percolate within 24 hours, the tree needs to move to another location or have drainage added. Install a PVC stand pipe per

tree planting detail as approved by the Landscape Architect if the percolation test fails.

- I. Backfill only with 5 parts existing soil or sandy loam and 1 part bed preparation. When the hole is dug in solid rock, topsoil from the same area should not be used. Carefully settle by watering to prevent air pockets. Remove the burlap from the top ½ of the ball, as well as all nylon, plastic string and wire. Container trees will usually be root bound, if so follow standard nursery practice of 'root scoring'.

- J. Do not wrap trees.

- K. Do not over prune.

- L. Mulch the top of the ball. Do not plant grass all the way to the trunk of the tree. Leave the area above the top of the ball and mulch with at least two (2") inches of specified mulch.

- M. All plant beds and trees to be mulched with a minimum settled thickness of two (2") inches over the entire bed or pit.

- N. Obstruction below ground: In the event that rock, or underground construction work or obstructions are encountered in any plant pit excavation work to be done under this section, alternate locations may be selected by the Owner. Where locations cannot be changed, the obstructions shall be removed to a depth of not less than three (3') feet below grade and no less than six (6") inches below the bottom of ball when plant is properly set at the required grade. The work of this section shall include the removal from the site of such rock or underground obstructions encountered at the cost of the Landscape Contractor.

- O. Trees and large shrubs shall be staked as site conditions require. Position stakes to secure trees against seasonal prevailing winds.

- P. Pruning and Mulching: Pruning shall be directed by the Landscape Architect and shall be pruned in accordance with standard horticultural practice following Fine Pruning, Class I pruning standards provided by the National Arborist Association.

1. Dead wood, suckers, broken and badly bruised branches shall be removed. General tipping of the branches is not permitted. Do not cut terminal branches.

2. Pruning shall be done with clean, sharp tools.

3. Immediately after planting operations are completed, all tree pits shall be covered with a layer of organic material two (2") inches in depth. This limit of the organic material for trees shall be the diameter of the plant pit.

- Q. Steel Curbing Installation:

1. Curbing shall be aligned as indicated on plans. Stake out limits of steel curbing and obtain Owners approval prior to installation.

2. All steel curbing shall be free of kinks and abrupt bends.

3. Top of curbing shall be ½" maximum height above final finished grade.

4. Stakes are to be installed on the planting bed side of the curbing, as opposed to the grass side.

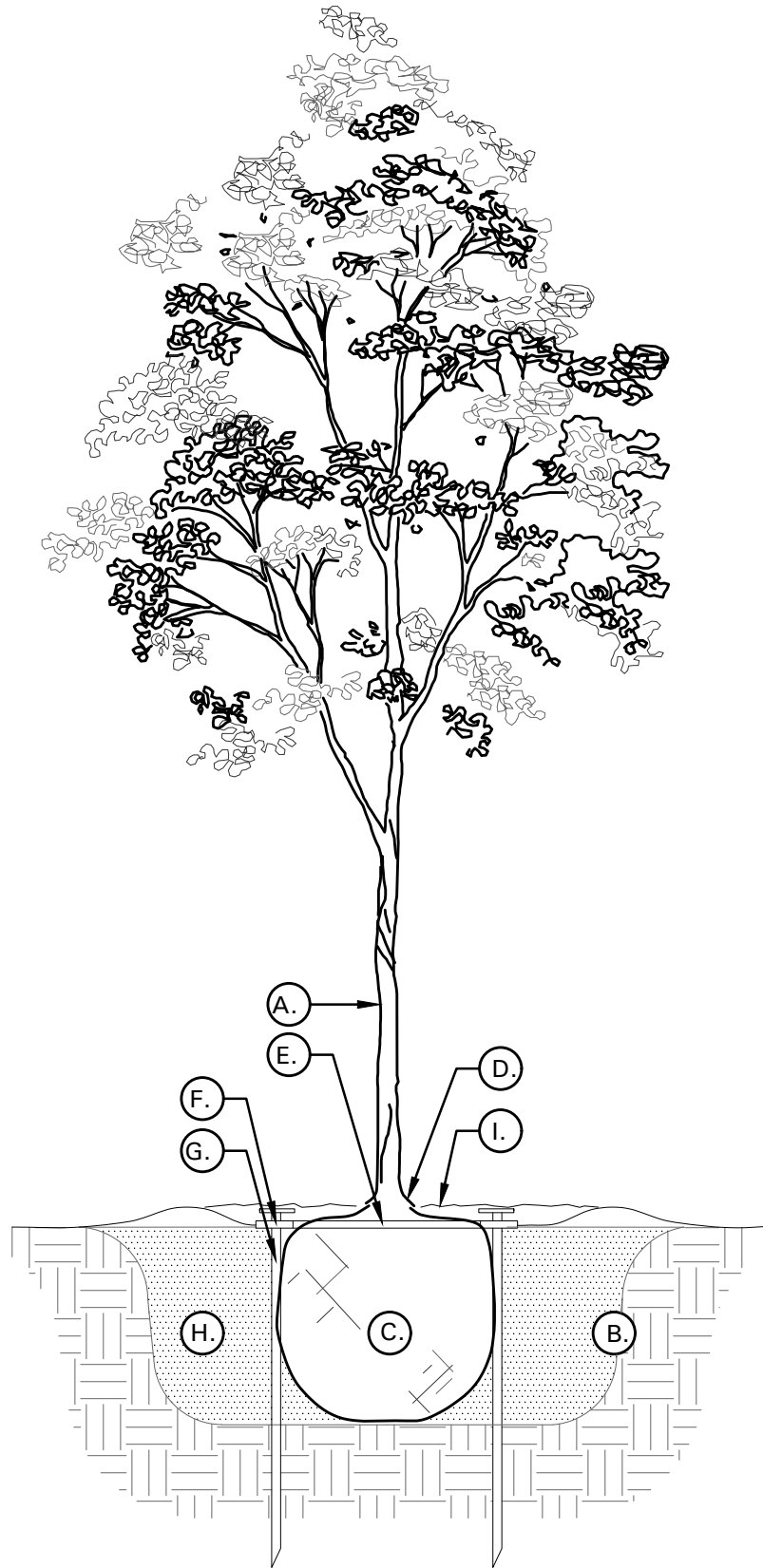
5. Do not install steel edging along sidewalks or curbs.

6. Cut steel edging at 45 degree angle where edging meets sidewalks or curbs.

3.3 CLEANUP AND ACCEPTANCE

- A. Cleanup: During the work, the premises shall be kept neat and orderly at all times. Storage areas for all materials shall be so organized so that they, too, are neat and orderly. All trash and debris shall be removed from the site as work progresses. Keep paved areas clean by sweeping or hosing them at end of each work day.

END OF SECTION



TREE PLANTING DETAIL LEGEND AND NOTES

- A. TREE: TREES SHALL CONFORM WITH LATEST AMERICAN STANDARD FOR NURSERY STOCK. www.anla.org

- B. TREE PIT: WIDTH TO BE AT LEAST TWO (2) TIMES THE DIAMETER OF THE ROOT BALL CENTER TREE IN HOLE & REST ROOT BALL ON UNDISTURBED NATIVE SOIL.

- C. ROOT BALL: REMOVE TOP ½ BURLAP AND ANY OTHER FOREIGN OBJECT; CONTAINER GROWN STOCK TO BE INSPECTED FOR GIRDLING ROOTS.

- D. ROOT FLARE: ENSURE THAT ROOT FLARE IS EXPOSED, FREE FROM MULCH, AND AT LEAST TWO INCHES ABOVE GRADE. TREES SHALL BE REJECTED WHEN GIRDLING ROOTS ARE PRESENT & ROOT FLARE IS NOT APPARENT.

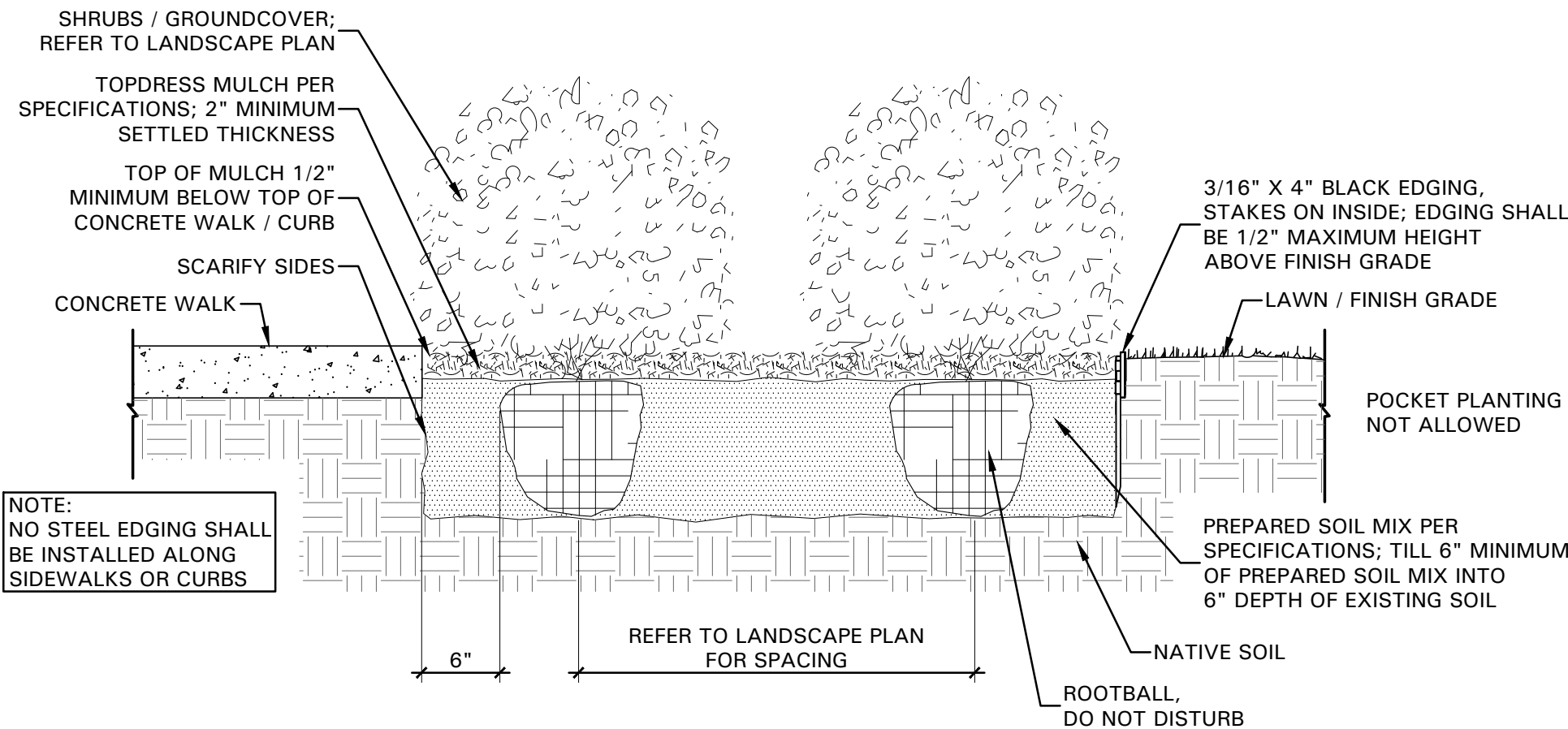
- E. ROOTBALL ANCHOR RING: REFER TO MANUFACTURER'S GUIDELINES FOR SIZING. PLACE ROOTBALL ANCHOR RING ON BASE OF ROOTBALL. TRUNK SHOULD BE IN THE CENTER OF THE RING.

- F. 'U' BRACKET.

- G. NAIL STAKE: REFER TO MANUFACTURER'S GUIDELINES FOR SIZING. INSTALL NAIL STAKES WITH HAMMER OR Mallet FIRMLY INTO UNDISTURBED GROUND. DRIVE NAIL STAKES FLUSH WITH 'U' BRACKET ADJACENT TO ROOTBALL (DO NOT DISTURB ROOTBALL).

OR APPROVED EQUAL. TREES SHALL BE STAKED BELOW GROUND WHERE NECESSARY; ABOVE GROUND STAKING IS EXPRESSLY PROHIBITED.

- K. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN A COPY OF THE MANUFACTURER'S SPECIFICATIONS PRIOR TO INSTALLATION OF TREE STAKES. CONTRACTOR SHALL ADHERE TO MANUFACTURER'S INSTALLATION GUIDELINES, SPECIFICATIONS, AND OTHER REQUIREMENTS FOR TREE STAKE INSTALLATION.



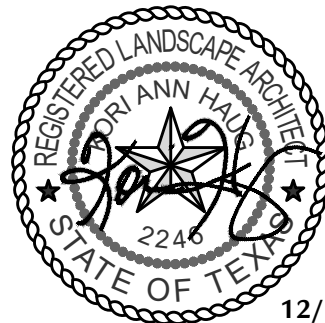
02 SHRUB / GROUND COVER DETAIL NOT TO SCALE



01 TREE PLANTING DETAIL NOT TO SCALE



4245 North Central Expy
Suite 501
Dallas, Texas 75205
214.865.7192 office



3901 Long
Prairie Road
Phase 2
PRAIRIE PLAZA
Flower Mound, Texas

Project Number: 16055
Issue Date: 04.03.19
Drawn By: NAY
Checked By: KAH

Revisions			
No.	Date:	Detail:	
1.	10/08/19	Town Comments	
2.	06/01/20	Coordination	
3.	07/08/20	Town Comments	
4.	09/25/20	Town Comments	
5.	12/02/21	Town Comments	

Sheet Title:
LANDSCAPE
SPECIFICATIONS
AND DETAILS

Sheet Number:

L1.02



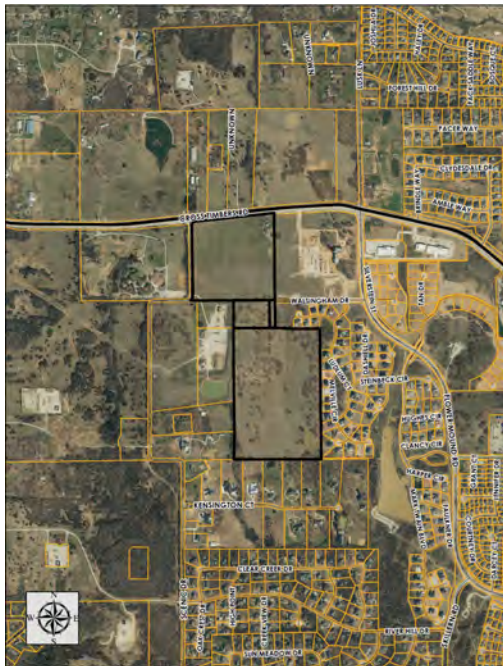
TOWN COUNCIL AGENDA ITEM NO. 13

REGULAR ITEM

DATE: April 4, 2022

FROM: Poornima Kashyap, Principal Planner

ITEM: Public Hearing to consider an ordinance for rezoning (ZPD21-0011 – Townlake, Phase Five & Six) from Agricultural District (A) to Planned Development District No. 187 (PD-187) for a cluster development with certain modifications and exceptions to the Code of Ordinances. The property is generally located south of Cross Timbers Road and east of Scenic Drive. *(The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its March 28, 2022, meeting.)*



SUMMARY DATA:

- Lot Size – 107.262 acres
- Proposed Zoning – PD for Cluster Development
- Proposed Lots – 65 Buildable Lots for a density of 0.97 units per 1.6 acre (Cluster development allows a maximum of 1 unit per 1.6 acres)
- SMARTGrowth – Passed
- Traffic Analysis – Passed, based on the TA, traffic generated is not anticipated to exceed the 5% threshold.
- Modifications – Increased Lot Coverage and decreased Minimum Rear Yard Setback
- Exceptions – Topographical Slope
- Incentives – N/A

BACKGROUND INFORMATION: Below is the link for the Planning and Zoning Commission (P&Z) report and backup for this item. This item was tabled at the February 14, 2022, P&Z meeting to provide an opportunity for the developer to redesign the layout for Phase 5 (northern tract) to better preserve the scenic vista along Cross Timbers Road. Based on the recommendation from

the Commission, the plans presented at the March 28th P&Z meeting included reduced density and increased open space area.

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 107.262 ACRES OF LAND SITUATED IN THE JOSEPH CLARK SURVEY, ABSTRACT NO. 231 AND THE M.E.P. & P.R.R. CO. SURVEY ABSTRACT NO. 935, FROM AGRICULTURAL DISTRICT (A) USES TO PLANNED DEVELOPMENT DISTRICT-187 (PD-187) FOR SINGLE FAMILY RESIDENTIAL USES WITH CLUSTER DEVELOPMENT STANDARDS IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owner of the property described as 107.262 acres of land situated in the Joseph Clark Survey, Abstract No. 231, and the M.E.P. & P.R.R. Survey, Abstract No. 935, Denton County, Texas, has filed an application to change the zoning from Agricultural District (A) to Planned Development District No. 187 (PD-187) for Single Family Residential uses with Cluster Development Standards; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas, held a public hearing on March 28, 2022, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on April 4, 2022, 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,

ORDINANCE NO. _____

Page 2

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 107.262 acres of land situated in the Joseph Clark Survey, Abstract No. 231, and the M.E.P. & P.R.R. Survey, Abstract No. 935, Denton County, Texas, and more fully described in Exhibit "A" attached hereto.

Planned Development District-187 (PD-187) for Single Family Residential uses with Cluster Development Standards.

SECTION 2

The Development Standards, Concept Plan, Concept Landscape Plan, and Concept Open Space Plan, of the proposed Planned Development District No. 187 (PD-187), attached hereto as Exhibits "B," "C," "D," "E," and "F" each incorporated herein for all purposes, are hereby approved as the Development Standards, Concept Plan, Concept Landscape Plan, Concept Open Space Plan, and Open Space Management Plan (OSMP) for this Planned Development District No. 187 (PD-187).

SECTION 3

The official Zoning 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. 187 (PD-187), as set forth above.

SECTION 4

The use of the property described above shall be subject to all restrictions, terms, and conditions contained in Exhibits "B," "C," "D," "E," and "F" 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.

ORDINANCE NO. _____**Page 3**

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.

ORDINANCE NO. _____

Page 4

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 4TH DAY OF APRIL, 2022.

APPROVED:

Derek France, MAYOR**ATTEST:**

Theresa Scott, TOWN SECRETARY

Exhibit A

LEGAL DESCRIPTION – 107.262 ACRES – TOWNLAKE 5

BEING A TRACT OF LAND SITUATED IN THE JOSEPH CLARK SURVEY, ABSTRACT NO. 231 AND THE M.E.P. & P.R.R. CO. SURVEY, ABSTRACT 935, IN DENTON COUNTY, TEXAS, AND BEING PART OF ALL OF THAT TRACT THREE CONVEYED IN DEED TO SHADY OAKS FAMILY RANCH, LTD, ACCORDING TO THE DOCUMENT OF RECORD FILED IN DOCUMENT NUMBER 2012-136827, OF THE OFFICIAL RECORDS OF DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) MONUMENT FOUND STAMPED "3257", FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, COMMON WITH THE NORTHWEST CORNER OF LOT 1, BLOCK A OF THE RECORD PLAT OF ST PHILIP THE APOSTLE CATHOLIC CHURCH ADDITION, ACCORDING TO THE DOCUMENT OF RECORD FILED IN DOCUMENT NUMBER 2019-444, OF THE OFFICIAL RECORDS OF DENTON COUNTY, TEXAS; ALSO BEING ON THE NEW SOUTHERLY RIGHT-OF-WAY LINE OF FARM TO MARKET ROAD 1171, PER DEEDS TO DENTON COUNTY, TEXAS, ACCORDING TO THE DOCUMENTS OF RECORD FILED IN DOCUMENT NUMBER 2007-112943 AND 2007-106352, OF THE OFFICIAL RECORDS OF DENTON COUNTY, TEXAS;

THENCE SOUTH 00 DEGREES 46 MINUTES 06 SECONDS EAST, ALONG THE COMMON LINE OF SAID PART OF TRACT THREE OF THE SHADY OAK FAMILY RANCH WITH THE WEST LINE OF SAID LOT 1, BLOCK A, A DISTANCE OF 1,366.77 FEET TO A 1/2 INCH IRON ROD WITH CAP, STAMPED "G&A" FOUND FOR THE COMMON WEST CORNER OF SAID LOT 1, BLOCK A OF THE ST PHILIP THE APOSTLE CATHOLIC CHURCH ADDITION AND THE AMENDED RECORD PLAT OF TOWNLAKE PHASE TWO, AN ADDITION TO THE TOWN OF FLOWER MOUND, ACCORDING TO THE DOCUMENT OF RECORD FILED IN DOCUMENT NUMBER 2019-308, OF THE OFFICIAL RECORDS OF DENTON COUNTY, TEXAS;

THENCE ALONG THE COMMON LINE OF SAID PART OF TRACT THREE OF THE SHADY OAK FAMILY RANCH WITH THE WEST LINE OF SAID TOWNLAKE PHASE TWO, AN ADDITION TO THE TOWN OF FLOWER MOUND, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

SOUTH 00 DEGREES 47 MINUTES 21 SECONDS EAST, 437.47 TO A METAL FENCE POST;

NORTH 89 DEGREES 47 MINUTES 24 SECONDS EAST, 688.59 TO A 1/2 INCH IRON ROD FOUND;

SOUTH 00 DEGREES 47 MINUTES 55 SECONDS EAST, 2,015.92 TO A 1/2 INCH IRON ROD WITH CAP, STAMPED "G&A" FOUND ON THE NORTH LINE OF THE RECORD PLAT OF KENSINGTON PARK ESTATES, ACCORDING TO THE DOCUMENT OF RECORD FILED IN CABINET M, PAGE 183, OF THE PLAT RECORDS OF DENTON COUNTY, TEXAS;

THENCE SOUTH 89 DEGREES 54 MINUTES 21 SECONDS WEST, ALONG THE COMMON LINE OF SAID PART OF TRACT THREE OF THE SHADY OAK FAMILY RANCH WITH THE NORTH LINE OF SAID KENSINGTON PARK ESTATES, A DISTANCE OF 413.90 FEET TO A 1/2 INCH IRON ROD FOUND;

THENCE SOUTH 89 DEGREES 29 MINUTES 41 SECONDS WEST, ALONG THE COMMON LINE OF SAID PART OF TRACT THREE OF THE SHADY OAK FAMILY RANCH WITH THE NORTH LINE OF SAID KENSINGTON PARK ESTATES, AND WITH THE NORTH LINE OF THE REPLAT OF LOTS 2R, 3 AND 4, BLOCK A OF THE CMP FAMILY ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, ACCORDING TO THE DOCUMENT OF RECORD FILED IN DOCUMENT NUMBER 2017-35, OF THE OFFICIAL RECORDS OF DENTON COUNTY, TEXAS,

Exhibit A

PASSING AT A DISTANCE OF 191.84 FEET A 1/2 INCH REBAR WITH CAP, DEFACED FOUND FOR THE NORTH COMMON CORNER OF LOTS 1 AND 2 OF SAID KENSINGTON PARK ESTATES, AND PASSING AT A DISTANCE OF 802.71 FEET A 5/8 INCH REBAR WITH CAP, STAMPED "KHA" FOUND FOR THE NORTH COMMON CORNER OF LOTS 3 AND 4, BLOCK A OF SAID REPLAT OF LOTS 2R, 3 AND 4, BLOCK A OF THE CMP FAMILY ADDITION, AND CONTINUING FOR A TOTAL DISTANCE OF 951.96 FEET TO A CONCRETE HOLE OF A FENCE POST REMAIN FOR THE SOUTHEAST OF A TRACT OF LAND CONVEYED IN DEED TO M&M SISK FARMS PH III, LLC, ACCORDING TO THE DOCUMENT OF RECORD FILED IN DOCUMENT NUMBER 2017-103592, OF THE OFFICIAL RECORDS OF DENTON COUNTY, TEXAS, FROM WHICH A 1/2 INCH REBAR BEARS NORTH, A DISTANCE OF 0.58 FEET;

THENCE NORTH 00 DEGREES 17 MINUTES 31 SECONDS WEST, ALONG THE COMMON LINE OF SAID PART OF TRACT THREE OF THE SHADY OAK FAMILY RANCH WITH THE EAST LINE OF SAID M&M SISK FARMS PH III TRACT, AND WITH THE EAST LINE OF A TRACT OF LAND CONVEYED IN DEED TO MARIS DARZNIEKS AND LORRAINE DARZNIEKS, HUSBAND AND WIFE, ACCORDING TO THE DOCUMENT OF RECORD FILED IN DOCUMENT NUMBER 96-R0019623, OF THE OFFICIAL RECORDS OF DENTON COUNTY, TEXAS, A DISTANCE OF 882.00 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID MARIS DARZNIEKS AND LORRAINE DARZNIEKS TRACT, ALSO BEING THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED IN DEED TO EAGLERIDGE ENERGY, LLC & USG PROPERTIES BARNETT II, INC., ACCORDING TO THE DOCUMENT OF RECORD FILED IN DOCUMENT NUMBER 2018-70839, OF THE OFFICIAL RECORDS OF DENTON COUNTY, TEXAS;

THENCE NORTH 00 DEGREES 44 MINUTES 46 SECONDS WEST, ALONG THE COMMON LINE OF SAID PART OF TRACT THREE OF THE SHADY OAK FAMILY RANCH WITH THE EAST LINE OF SAID EAGLERIDGE ENERGY, LLC & USG PROPERTIES BARNETT II, INC. TRACT, A DISTANCE OF 1,563.39 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID EAGLERIDGE ENERGY, LLC & USG PROPERTIES BARNETT II, INC. TRACT AND AN ELL CORNER OF SAID PART OF TRACT THREE OF THE SHADY OAK FAMILY RANCH;

THENCE NORTH 89 DEGREES 44 MINUTES 19 SECONDS WEST, ALONG THE COMMON LINE OF SAID PART OF TRACT THREE OF THE SHADY OAK FAMILY RANCH WITH THE NORTH LINE OF SAID EAGLERIDGE ENERGY, LLC & USG PROPERTIES BARNETT II, INC. TRACT, PASSING AT DISTANCE OF 571.98 FEET A 5/8 INCH IRON ROD WITH CAP STAMPED "SEMPCO SURVEYING INC" FOUND FOR THE NORTHWEST CORNER OF SAID EAGLERIDGE ENERGY, LLC & USG PROPERTIES BARNETT II, INC. TRACT , ALSO BEING THE NORTHEAST CORNER OF A TRACT OF LAND CONVEYED IN DEED TO M&M SISK FARMS PH III, LLC, ACCORDING TO THE DOCUMENT OF RECORD FILED IN DOCUMENT NUMBER 2018-25710, OF THE OFFICIAL RECORDS OF DENTON COUNTY, TEXAS, AND CONTINUING FOR A TOTAL DISTANCE OF 632.71 FEET TO A 1/2 INCH IRON ROAD FOUND;

THENCE NORTH 00 DEGREES 50 MINUTES 00 SECONDS WEST, ACROSS THE EXISTING SCENIC DRIVE, A DISTANCE OF 1,018.74 FEET TO A PK NAIL WITH WASHER FOUND ON THE ROAD FOR THE NEW SOUTHERLY RIGHT-OF-WAY LINE OF FARM TO MARKET ROAD 1171 PER SAID DEED TO DENTON COUNTY, TEXAS, ACCORDING TO THE DOCUMENT OF RECORD FILED IN DOCUMENT NUMBER 2007-112943, OF THE OFFICIAL RECORDS OF DENTON COUNTY, TEXAS;

Exhibit A

THENCE IN AN EASTERLY NORTHEASTERLY DIRECTION ALONG THE SAID NEW SOUTHERLY RIGHT-OF-WAY LINE OF FARM TO MARKET HIGHWAY 1171 (A VARIABLE WIDTH RIGHT-OF-WAY), THE FOLLOWING COURSES AND DISTANCES:

NORTH 89 DEGREES 16 MINUTES 10 SECONDS EAST, A DISTANCE OF 29.81 FEET TO A TxDOT ALUMINUM DISK MONUMENT FOUND;

NORTH 05 DEGREES 43 MINUTES 03 SECONDS EAST, A DISTANCE OF 149.54 FEET TO A TxDOT ALUMINUM DISK MONUMENT FOUND;

NORTH 41 DEGREES 22 MINUTES 49 SECONDS EAST, A DISTANCE OF 47.61 FEET TO A TxDOT ALUMINUM DISK MONUMENT FOUND;

NORTH 83 DEGREES 59 MINUTES 39 SECONDS EAST, A DISTANCE OF 109.88 FEET TO A TxDOT ALUMINUM DISK MONUMENT FOUND;

NORTH 81 DEGREES 41 MINUTES 10 SECONDS EAST, A DISTANCE OF 131.16 FEET TO A 5/8 INCH IRON ROAD FOUND;

NORTH 83 DEGREES 59 MINUTES 15 SECONDS EAST, A DISTANCE OF 196.86 FEET TO A TxDOT ALUMINUM DISK MONUMENT FOUND;

NORTH 88 DEGREES 10 MINUTES 11 SECONDS EAST, A DISTANCE OF 65.53 FEET TO A TxDOT ALUMINUM DISK MONUMENT FOUND;

NORTH 83 DEGREES 57 MINUTES 16 SECONDS EAST, A DISTANCE OF 197.19 FEET TO A TxDOT ALUMINUM DISK MONUMENT FOUND;

NORTH 81 DEGREES 45 MINUTES 55 SECONDS EAST, A DISTANCE OF 393.96 FEET TO A 1/2 IRON ROD WITH CAP STAMPED "AG PROP COR" SET;

NORTH 83 DEGREES 56 MINUTES 51 SECONDS EAST, A DISTANCE OF 135.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,672,339.6 SQUARE FEET OR 107.262 ACRES, MORE OR LESS.

Exhibit B

ORDINANCE NO. _____

Exhibit "B"
DEVELOPMENT STANDARDS

Planned Development District No. 187 (PD-187)
Townlake, Phases Five & Six

The development of Townlake Phases Five & Six on the property comprising approximately 107.262 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-187 (the "Planned Development District," "PD-187," or "Development") 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. PERMITTED USES

Development of and the Planned Development District, consisting of single family detached and open space lots as shown on the approved Concept Plan, Exhibit "C," shall comply with all regulations contained in the Town's Land Development Regulations, as amended, except as otherwise provided and/or limited herein.

The following uses shall be the only uses permitted in the Planned Development District.

1. Permitted Uses. The following uses shall be permitted in the Planned Development District, subject to compliance with all applicable conditions and provisions of the Town's Land Development Regulations, as amended:
 - a. Dwelling, single-family detached;
 - b. Accessory use, general, subject to section 98-972;
 - c. Garage Sale, subject to section 98-982;
 - d. Home occupation, subject to section 98-984;
 - e. Local utility line;
 - f. Model home;
 - g. Off-street parking, accessory; and
 - h. Swimming pool, private, subject to section 98-996.
2. Specific Uses. The only specific uses requiring the issuance of a specific use permit permitted in PD-187 shall be Accessory Dwelling, subject to section 98-983.
3. Temporary Uses. Only the following temporary uses may be permitted in PD-187, uses subject to approval of a temporary use permit in accordance with the procedures and standards of section 78-87 of the Code, "Temporary Use Permits:"
 - a. Asphalt/concrete batch plant, temporary, subject to section 98-974;
 - b. Building material yard and construction office; and
 - c. Field office, temporary.

Exhibit B

ORDINANCE NO. _____**B. RESIDENTIAL DIMENSIONAL REGULATIONS**

Planned Development District No. 187 Residential Lot Standards are as follows:

1. Minimum dimensions.
 - a. Minimum lot area per dwelling. The minimum lot area shall be 21,780 square feet subject to Section 98-1023.
 - b. Minimum lot width. The minimum lot width, measured at the permitted building line, shall be 100 feet, subject to Section 98-1024.
 - c. Minimum floor area per unit. The minimum floor area per dwelling unit shall be 2,100 square feet, subject to Section 98-1025.
 - d. Minimum front yard. The minimum front yard setback shall be 25 feet, subject to Section 98-1026.
 - e. Minimum side yard. The minimum side yard shall be 15 feet, subject to Section 98- 1027.
 - f. Minimum rear yard. The minimum rear yard shall be 30 feet, subject to Section 98- 1028.
 - g. Building setbacks for all corner lots are as indicated on the approved Concept Plan, Exhibit "C."
2. Maximum dimensions.
 - a. Maximum lot coverage. The maximum lot coverage shall be 35% for all uses, subject to Section 98-129.
 - b. Maximum height. The maximum height of buildings and structures shall be three (3) stories or 35 feet for all uses, subject to Section 98-1031.
 - c. The dimensional and area regulations contained in this section shall not apply to common areas or lots owned by the homeowner's association for Townlake Phase Five & Six ("HOA"). Any common areas or lots owned by the HOA and any structure(s) thereon shall conform to all relevant provisions of the Town's code of ordinances and land development regulations.

C. RESIDENTIAL LOT REQUIREMENTS

The following requirements shall apply to the residential lots within the Development.

1. The maximum density shall be no more than one (1) dwelling unit per 1.6 acres ($100/1.6 = 62$ units or a 24% increase above the base density).
2. There shall be a maximum of 65 residential lots as depicted on the attached Zoning Conceptual Plan, Exhibit "C."

D. SUPPLEMENTAL STANDARDS

1. As a Cluster Development, PD-187 shall have a minimum of 50% of the gross land area (excludes right-of-way dedication for Scenic Road and Walshingham

Exhibit B

ORDINANCE NO. _____

Drive) preserved as open space for the development as depicted in Exhibit “E” below. In meeting requirements for open space, the developer must demonstrate how open space designated in Exhibit “E” as “Conservation Areas,” shall be managed. Conservation Areas shall be managed by a qualified nonprofit entity or organization that manages open space, such as a land trust or other qualified entity, pursuant to section 170(h) of the Internal Revenue Code, as amended, and as may be approved and accepted by the Town. All designated Conservation Areas shall be conserved in a recorded conservation easement as applicable prior to Planning and Zoning Commission approval of the first record plat within the development. The final Open Space Management Plan (OSMP) shall conform to the following:

- a. Be submitted and approved by the Town prior to the submittal of the first record plat within the development;
 - b. Be recorded in the deed records of Denton County, Texas, as a restriction running with the land prior to the submittal of the first record plat within the development; and
 - c. Substantially conform to the draft OSMP attached as Exhibit “F” to this ordinance.
2. As outlined in Exhibit “E” within PD-187, the Conservation Areas and approved OSMP for the cluster development shall be maintained by the HOA, a qualified land trust, or similar entity. Following subdivision acceptance, the established HOA shall provide an open space management and maintenance report annually to the Town’s Environmental Conservation Commission and Environmental Services Department.
 3. All landscaping, trails, and open space shall be in conformance with the Conceptual Landscape Plan, Exhibit “D.”
 4. A wrought iron or tubular steel fence shall be required where a residential lot abuts an open space/Conservation Area and shall be installed by the homebuilder at the time any residential structure is being built.
 5. All amenity ponds shall have aeration by recirculating pumps or by fountains.

E. EXCEPTIONS

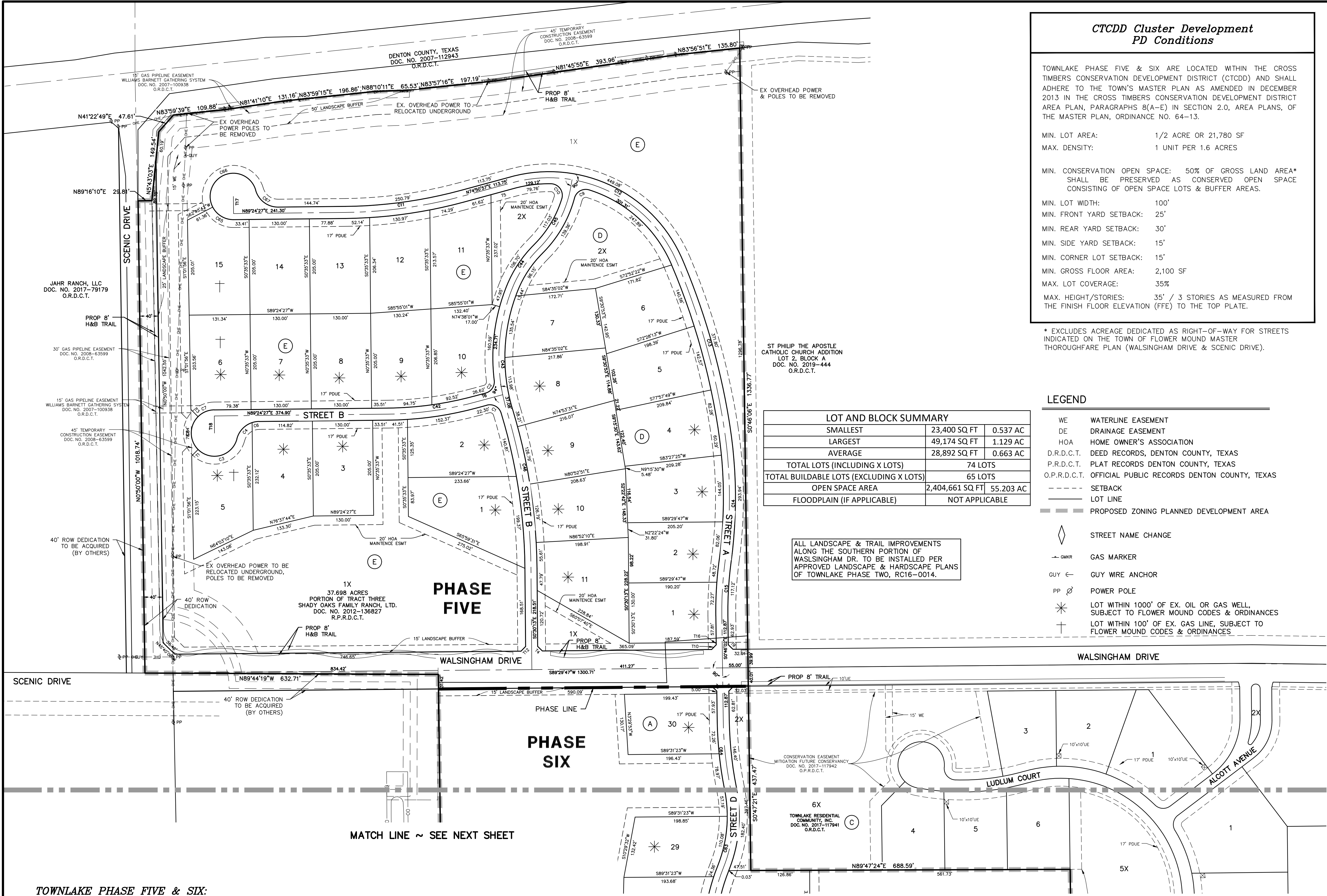
1. Topographical Slope Exception. An exception to Section 98-147, “Topographical Slope Protection,” is granted. However, the developer shall provide drawings that illustrate the impact of the proposed Development on the natural topography and the manner by which the Development is integrated into, reflects, and maintains the overall integrity of the natural topography with subsequent record plat applications. In addition, the developer shall conform with the following requirements with subsequent record plat applications:
 - a. The identification of those specific Best Management Practices (“BMPs”)

Exhibit B

ORDINANCE NO. _____

that will be used to maintain and responsibly integrate the Development into the natural topography together with an explanation regarding their use within the plans for such Development. The BMPs to be used shall include, but are not limited to, those BMPs found within the Town's Engineering Design and Construction Standards.

- b. While recognized as a potential BMP, the use of retaining walls should be kept to a minimum. Any retaining wall four foot (4') or greater in height shall be designed by a professional engineer licensed by the State of Texas. Retaining walls exceeding eight feet (8') in height are discouraged.



CTCDD Cluster Development PD Conditions

TOWNLAKE PHASE FIVE & SIX ARE LOCATED WITHIN THE CROSS TIMBERS CONSERVATION DEVELOPMENT DISTRICT (CTCDD) AND SHALL ADHERE TO THE TOWN'S MASTER PLAN AS AMENDED IN DECEMBER 2013 IN THE CROSS TIMBERS CONSERVATION DEVELOPMENT DISTRICT AREA PLAN, PARAGRAPHS 8(A-E) IN SECTION 2.0, AREA PLANS, OF THE MASTER PLAN, ORDINANCE NO. 64-13.

MIN. LOT AREA: 1/2 ACRE OR 21,780 SF
MAX. DENSITY: 1 UNIT PER 1.6 ACRES

MIN. CONSERVATION OPEN SPACE: 50% OF GROSS LAND AREA*
SHALL BE PRESERVED AS CONSERVED OPEN SPACE CONSISTING OF OPEN SPACE LOTS & BUFFER AREAS.

MIN. LOT WIDTH: 100'
MIN. FRONT YARD SETBACK: 25'
MIN. REAR YARD SETBACK: 30'
MIN. SIDE YARD SETBACK: 15'
MIN. CORNER LOT SETBACK: 15'
MIN. GROSS FLOOR AREA: 2,100 SF
MAX. LOT COVERAGE: 35%
MAX. HEIGHT/STORIES: 35' / 3 STORIES AS MEASURED FROM THE FINISH FLOOR ELEVATION (FFE) TO THE TOP PLATE.

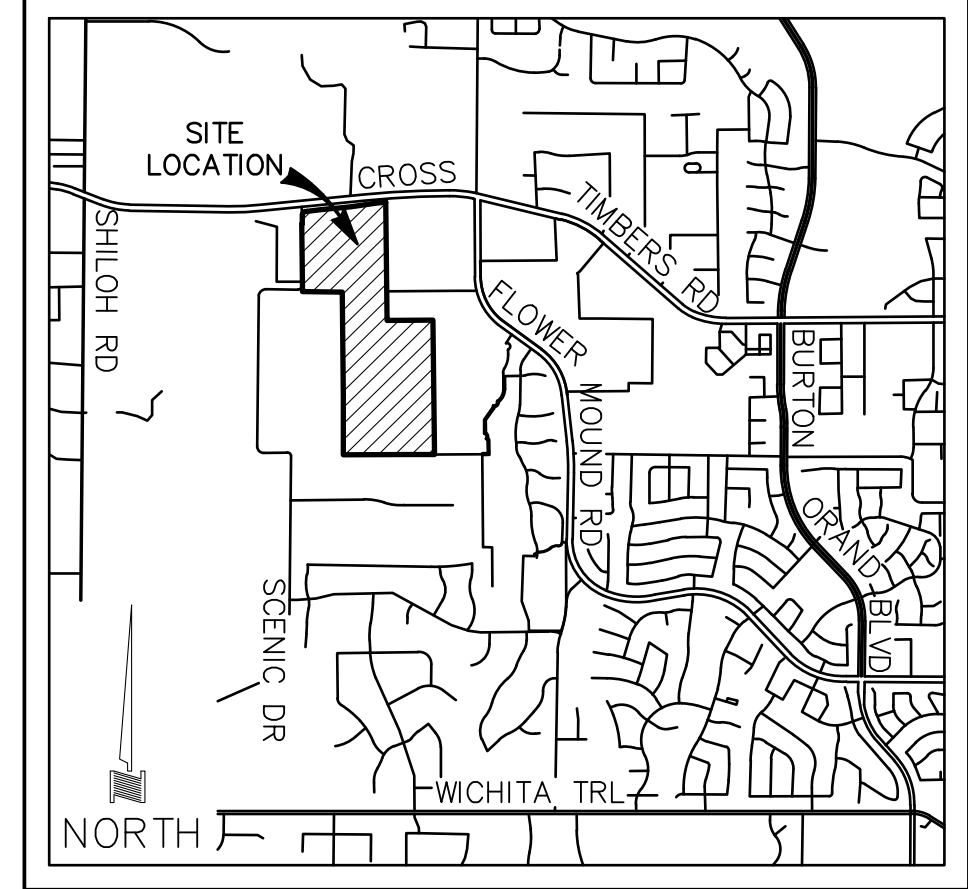
* EXCLUDES ACREAGE DEDICATED AS RIGHT-OF-WAY FOR STREETS INDICATED ON THE TOWN OF FLOWER MOUND MASTER THOROUGHFARE PLAN (WALSINGHAM DRIVE & SCENIC DRIVE).

LEGEND

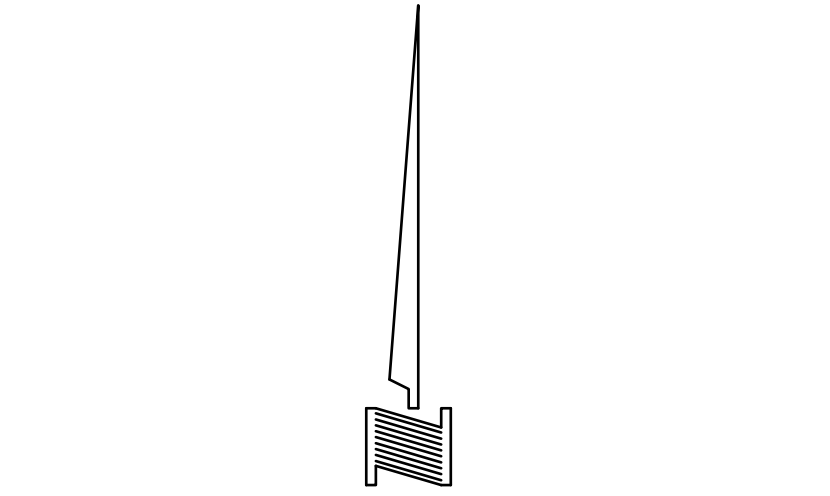
- WE WATERLINE EASEMENT
- DE DRAINAGE EASEMENT
- HOA HOME OWNER'S ASSOCIATION
- D.R.D.C.T. DEED RECORDS, DENTON COUNTY, TEXAS
- P.R.D.C.T. PLAT RECORDS DENTON COUNTY, TEXAS
- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS DENTON COUNTY, TEXAS
- SETBACK
- LOT LINE
- PROPOSED ZONING PLANNED DEVELOPMENT AREA
- ◇ STREET NAME CHANGE
- GMKR GAS MARKER
- GUY GUY WIRE ANCHOR
- PP POWER POLE
- * LOT WITHIN 1000' OF EX. OIL OR GAS WELL, SUBJECT TO FLOWER MOUND CODES & ORDINANCES
- + LOT WITHIN 100' OF EX. GAS LINE, SUBJECT TO FLOWER MOUND CODES & ORDINANCES

LOT AND BLOCK SUMMARY		
SMALLEST	23,400 SQ FT	0.537 AC
LARGEST	49,174 SQ FT	1.129 AC
AVERAGE	28,892 SQ FT	0.663 AC
TOTAL LOTS (INCLUDING X LOTS)	74 LOTS	
TOTAL BUILDABLE LOTS (EXCLUDING X LOTS)	65 LOTS	
OPEN SPACE AREA	2,404,661 SQ FT	55.203 AC
FLOODPLAIN (IF APPLICABLE)	NOT APPLICABLE	

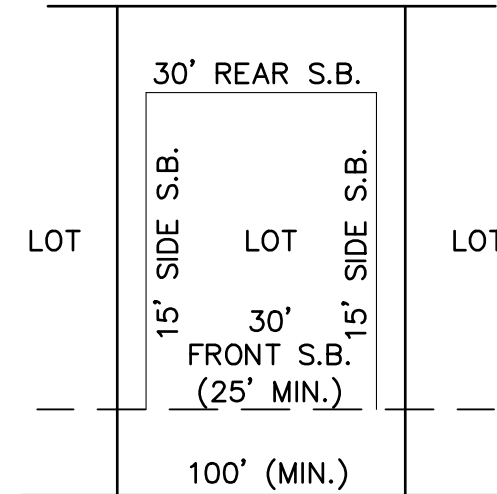
ALL LANDSCAPE & TRAIL IMPROVEMENTS ALONG THE SOUTHERN PORTION OF WALSINGHAM DR. TO BE INSTALLED PER APPROVED LANDSCAPE & HARDSCAPE PLANS OF TOWNLAKE PHASE TWO, RC16-0014.



VICINITY MAP
NOT TO SCALE



GRAPHIC SCALE



TYPICAL RESIDENTIAL LOT DETAIL
NOT TO SCALE

NOTES:

- KEY LOTS SHALL HAVE FRONT SETBACKS ON BOTH STREET FRONTAGES.
- ALL LANDSCAPE AND TRAIL IMPROVEMENTS ALONG THE SOUTHERN PORTION OF WALSINGHAM DR. TO BE INSTALLED PER APPROVED LANDSCAPE & HARDSCAPE PLANS FOR TOWNLAKE PHASE II, RC16-0014.

ZONING PLANNED DEVELOPMENT
A CLUSTER DEVELOPMENT ~ 107.262 ACRES
65 RESIDENTIAL LOTS 9 OPEN SPACE LOTS

ZPD CONCEPT PLAN
CASE NUMBER ZPD21-0011
TOWNLAKE PHASE FIVE & SIX
AN ADDITION TO THE TOWN OF FLOWER MOUND
J. CLARK SURVEY ~ ABSTRACT NO. 231
M.E.P. & P.R.R. SURVEY ~ ABSTRACT NO. 935
DENTON COUNTY, TEXAS
MARCH 2022 SCALE: 1"=100'

OWNER
TOLL DALLAS TX LLC
2557 S.W. GRAPEVINE PARKWAY, SUITE 100
817-329-8770 GRAPEVINE, TEXAS 76051

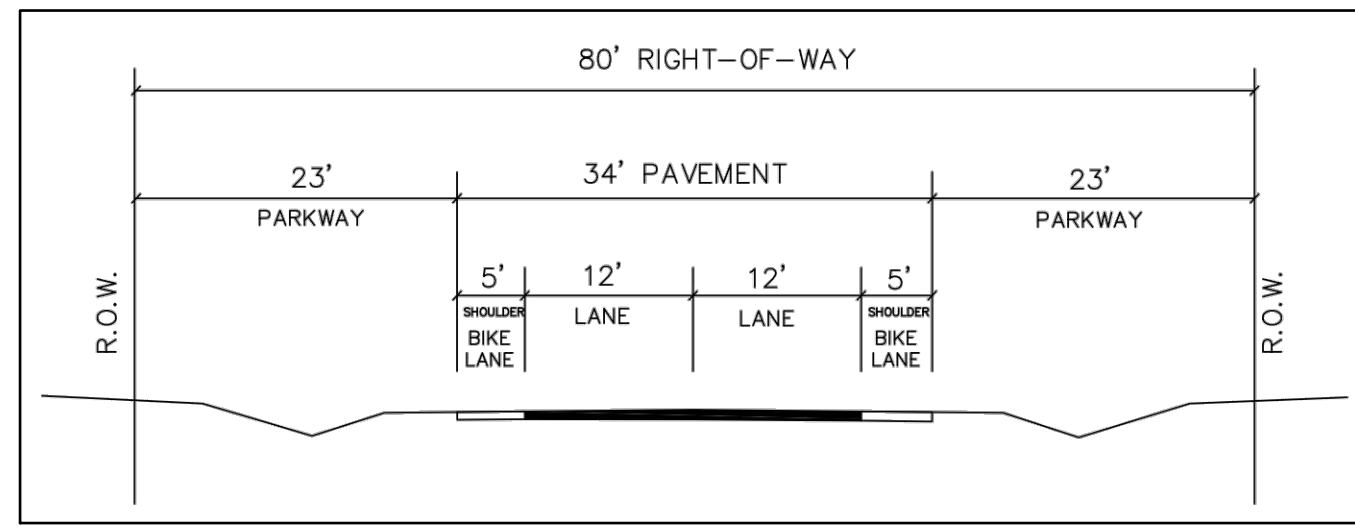
SURVEYOR
ALLIANCE GEOSERVICES
2311 GRAPEVINE MILLS CIRCLE SUITE 2106
214-998-6560 GRAPEVINE, TEXAS 75051
CONTACT: JESUS LAJARA

PLANNER/ENGINEER
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
CONTACT: AARON HUNSAKER

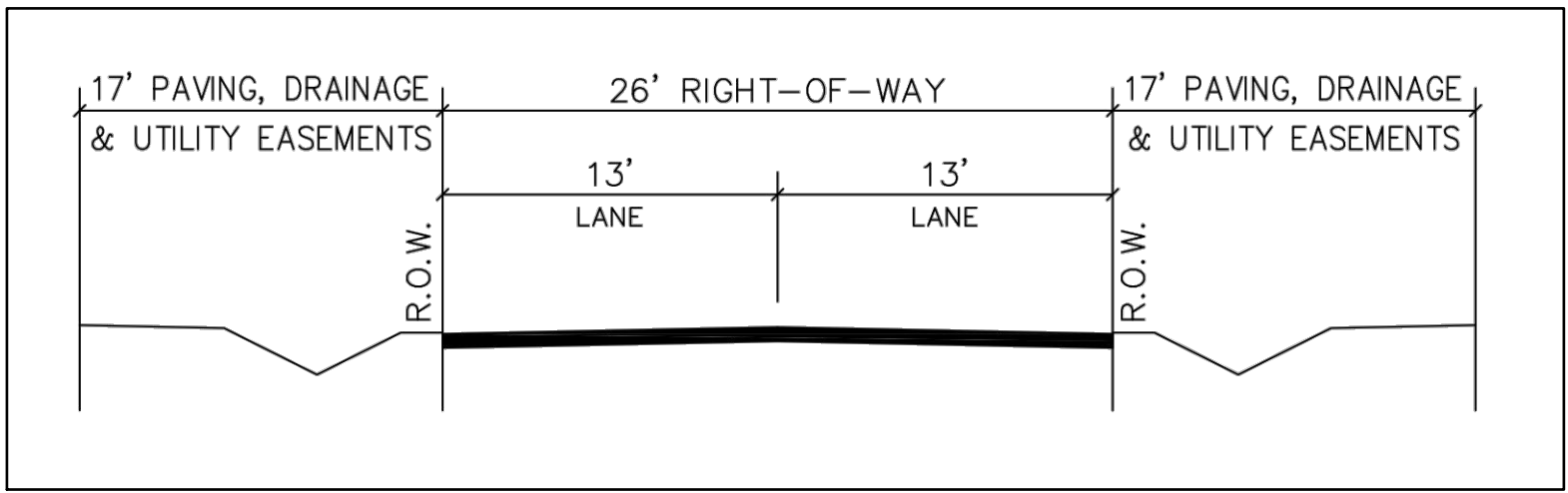


TOWNLAKE PHASE FIVE & SIX:

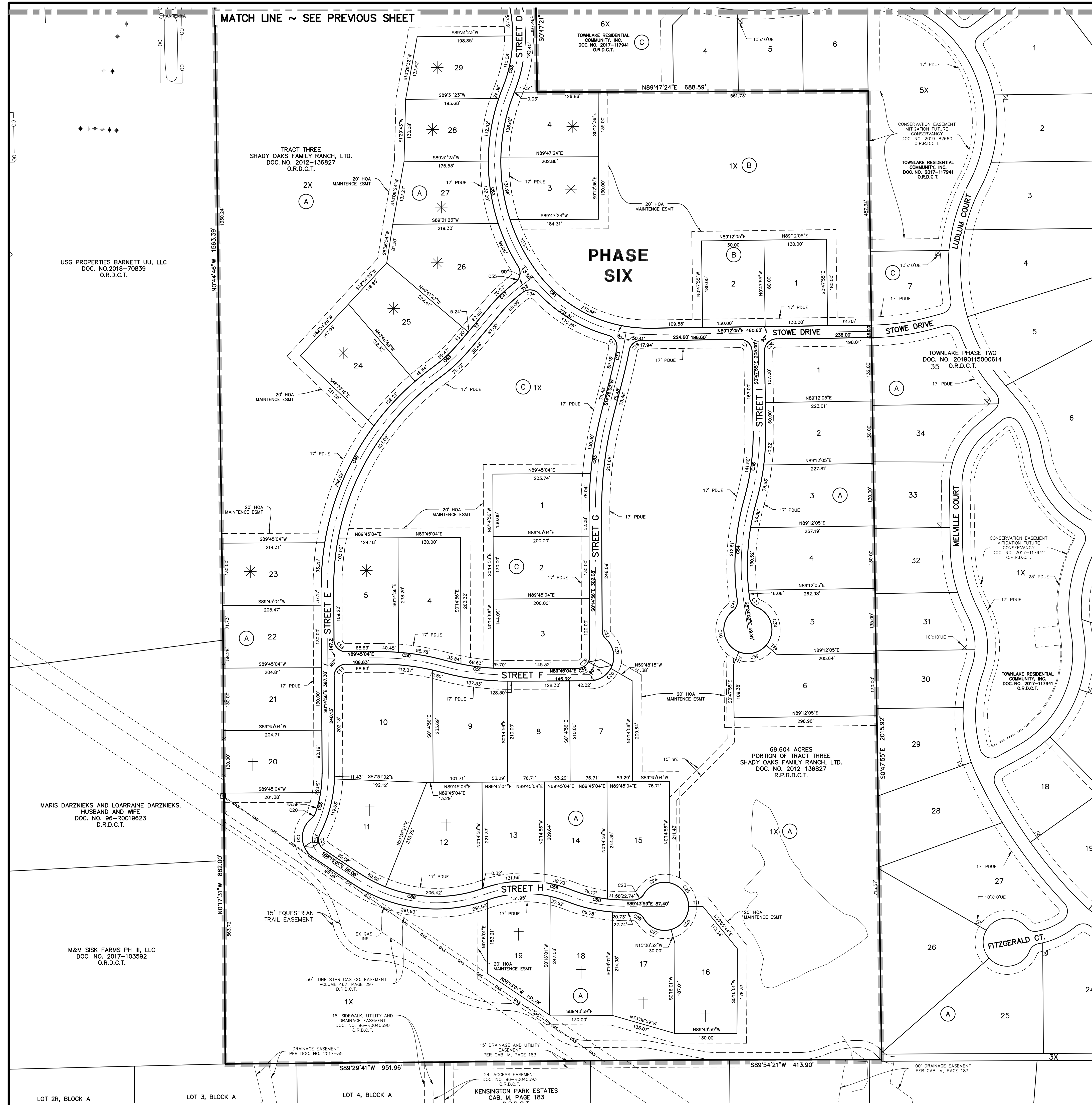
MASTER PLAN FEATURES	
LAND USE PLAN	CROSS TIMBERS CONSERVATION DEVELOPMENT DISTRICT
SPECIFIC PLANS	CROSS TIMBERS CONSERVATION DEVELOPMENT DISTRICT
URBAN DESIGN PLAN	CROSS TIMBERS CONSERVATION DEVELOPMENT DISTRICT
PARKS AND TRAILS	A PARK IS LOCATED EAST AND SOUTH OF TOWNLAKE PHASES ONE THRU THREE; A MULTI-PURPOSE TRAIL AND EQUESTRIAN TRAIL BISECT TOWNLAKE PHASES ONE THRU THREE AND PARALLEL FLOWER MOUND ROAD.
OPEN SPACE PLAN	THE ANCIENT CROSS TIMBERS ECOLOGICAL REGION
THOROUGHFARE PLAN	FLOWER MOUND RD & CROSS TIMBERS RD (MAJOR ARTERIAL) SCENIC DR & WALSINGHAM DR (RURAL COLLECTOR)
WATER PLAN	12" WITHIN CROSS TIMBERS ROAD (FM 1171), SCENIC DRIVE, & WALSINGHAM DRIVE, 8" WITHIN STOWE DRIVE
WASTEWATER	NO SEWER SERVICE
ECONOMIC IMPACT	



RURAL COLLECTOR TYPICAL SECTION
(TOWN OF FLOWER MOUND)
N.T.S.



LOCAL RESIDENTIAL ESTATE TYPICAL SECTION
(TOWN OF FLOWER MOUND)
N.T.S.



CTCDD Cluster Development PD Conditions

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MAX. DENSITY: 1 UNIT PER 1.6 ACRES

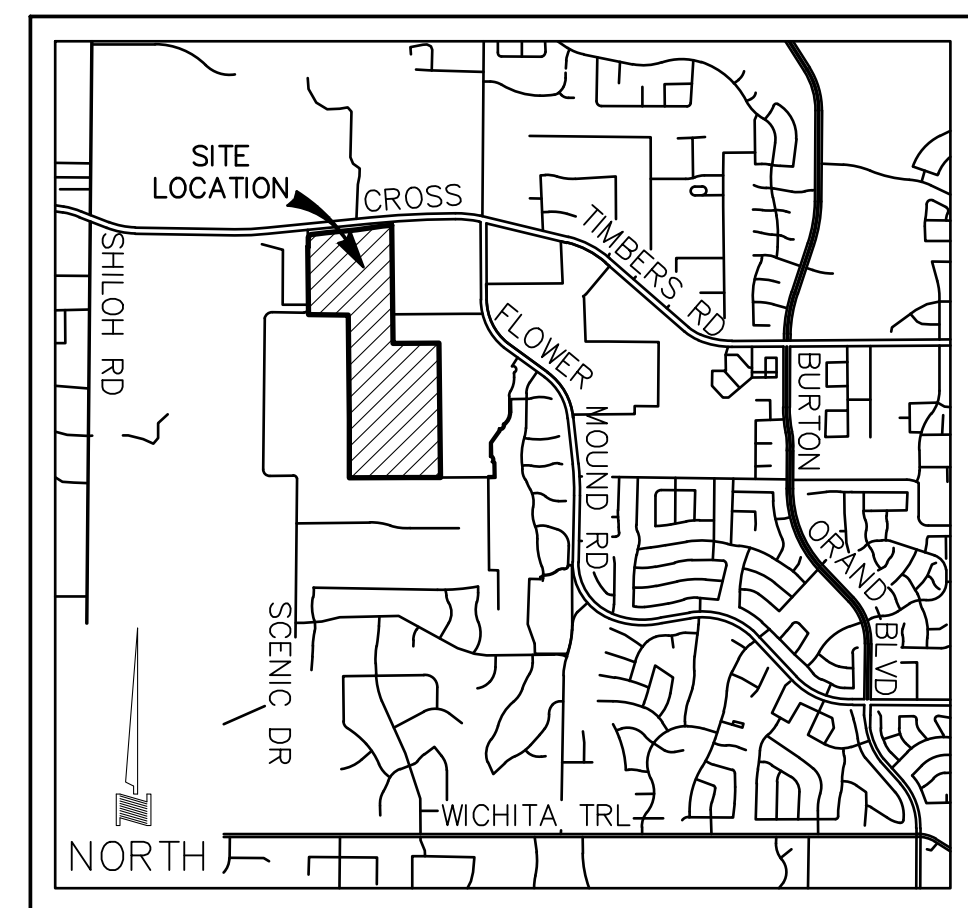
MIN. CONSERVATION OPEN SPACE: 50% OF GROSS LAND AREA* SHALL BE PRESERVED AS CONSERVED OPEN SPACE CONSISTING OF OPEN SPACE LOTS & BUFFER AREAS.

MIN. LOT WIDTH: 100'
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MIN. REAR YARD SETBACK: 30'
MIN. SIDE YARD SETBACK: 15'
MIN. CORNER LOT SETBACK: 15'
MIN. GROSS FLOOR AREA: 2,100 SF
MAX. LOT COVERAGE: 35%
MAX. HEIGHT/STORIES: 35' / 3 STORIES AS MEASURED FROM THE FINISH FLOOR ELEVATION (FFE) TO THE TOP PLATE.

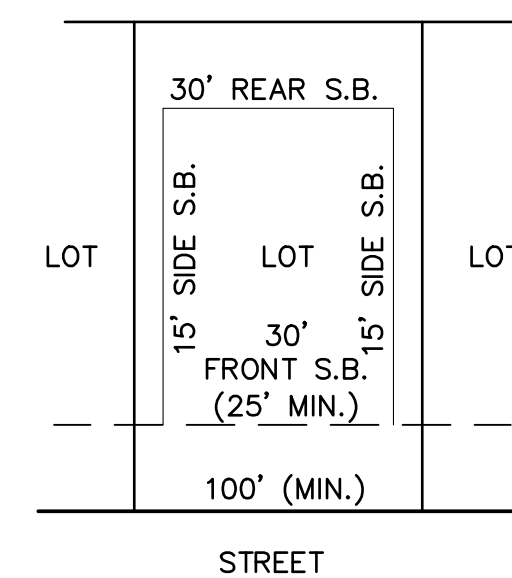
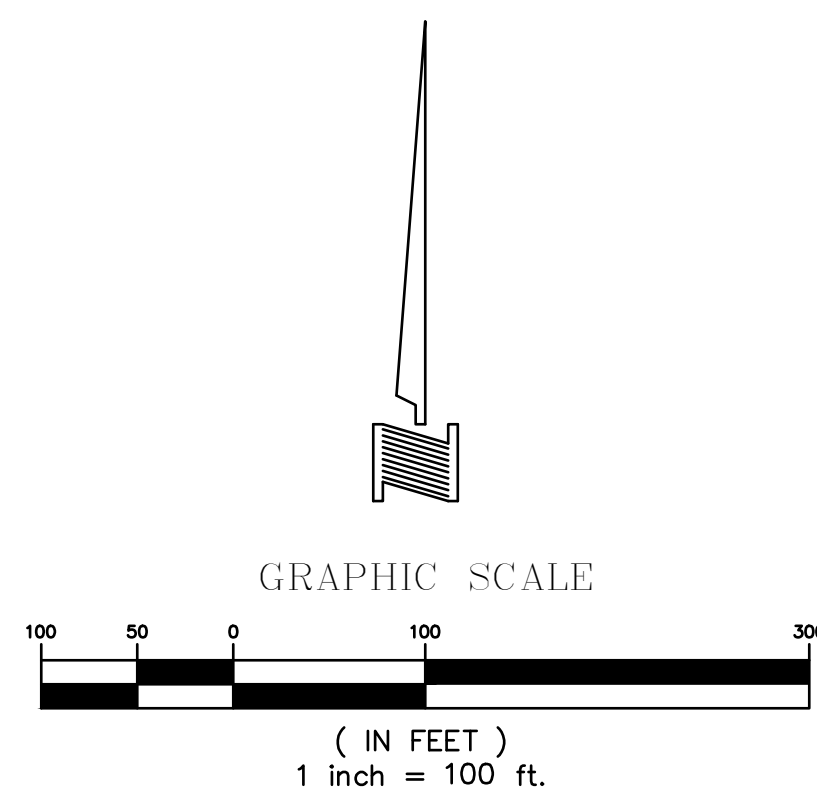
* EXCLUDES ACREAGE DEDICATED AS RIGHT-OF-WAY FOR STREETS INDICATED ON THE TOWN OF FLOWER MOUND MASTER THOROUGHFARE PLAN (WALSINGHAM DRIVE & SCENIC DRIVE).

LEGEND

WE	WATERLINE EASEMENT
DE	DRAINAGE EASEMENT
HOA	HOME OWNER'S ASSOCIATION
D.R.D.C.T.	DEED RECORDS, DENTON COUNTY, TEXAS
P.R.D.C.T.	PLAT RECORDS DENTON COUNTY, TEXAS
O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS DENTON COUNTY, TEXAS
---	SETBACK
---	LOT LINE
---	PROPOSED ZONING PLANNED DEVELOPMENT AREA
◇	STREET NAME CHANGE
✕	GAS MARKER
GUY	GUY WIRE ANCHOR
PP	POWER POLE



VICINITY MAP
NOT TO SCALE



TYPICAL RESIDENTIAL LOT DETAIL
NOT TO SCALE

NOTES:

1. KEY LOTS SHALL HAVE FRONT SETBACKS ON BOTH STREET FRONTAGES.
2. ALL LANDSCAPE AND TRAIL IMPROVEMENTS ALONG THE SOUTHERN PORTION OF WALSINGHAM DR. TO BE INSTALLED PER APPROVED LANDSCAPE AND HARDSCAPE PLANS FOR TOWNLAKE PHASE II, RC16-0014.

ZONING PLANNED DEVELOPMENT
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ZPD CONCEPT PLAN
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SURVEYOR
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214-998-6560 GRAPEVINE, TEXAS 75051
CONTACT: JESUS LAJARA

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DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
CONTACT: AARON HUNSAKER

LEGAL DESCRIPTION

STATE OF TEXAS §
COUNTY OF DENTON §

BEING A TRACT OF LAND SITUATED IN THE JOSEPH CLARK SURVEY, ABSTRACT NO. 231 AND THE M.E.P. & P.R.R. CO. SURVEY, ABSTRACT 935, IN DENTON COUNTY, TEXAS; AND BEING PART OF ALL OF THAT TRACT THREE CONVEYED IN DEED TO SHADY OAKS FAMILY RANCH, LTD, ACCORDING TO THE DOCUMENT OF RECORD FILED IN DOCUMENT NUMBER 2012-136827, OF THE OFFICIAL RECORDS OF DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) MONUMENT FOUND STAMPED '3257'; FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, COMMON WITH THE NORTHWEST CORNER OF LOT 1, BLOCK A OF THE RECORD PLAT OF ST PHILIP THE APOSTLE CATHOLIC CHURCH ADDITION, ACCORDING TO THE DOCUMENT OF RECORD FILED IN DOCUMENT NUMBER 2019-444, OF THE OFFICIAL RECORDS OF DENTON COUNTY, TEXAS; ALSO BEING ON THE NEW SOUTHERLY RIGHT-OF-WAY LINE OF FARM TO MARKET ROAD 1171, PER DEEDS TO DENTON COUNTY, TEXAS, ACCORDING TO THE DOCUMENTS OF RECORD FILED IN DOCUMENT NUMBER 2007-112943 AND 2007- 106352, OF THE OFFICIAL RECORDS OF DENTON COUNTY, TEXAS;

THENCE SOUTH 00 DEGREES 46 MINUTES 06 SECONDS EAST, ALONG THE COMMON LINE OF SAID PART OF TRACT THREE OF THE SHADY OAK FAMILY RANCH WITH THE WEST LINE OF SAID LOT 1, BLOCK A, A DISTANCE OF 1,366.77 FEET TO A 1/2 INCH IRON ROD WITH CAP, STAMPED 'G&A' FOUND FOR THE COMMON WEST CORNER OF SAID LOT 1, BLOCK A OF THE ST PHILIP THE APOSTLE CATHOLIC CHURCH ADDITION AND THE AMENDED RECORD PLAT OF TOWNLAKE PHASE TWO, AN ADDITION TO THE TOWN OF FLOWER MOUND, ACCORDING TO THE DOCUMENT OF RECORD FILED IN DOCUMENT NUMBER 2019-308, OF THE OFFICIAL RECORDS OF DENTON COUNTY, TEXAS;

THENCE ALONG THE COMMON LINE OF SAID PART OF TRACT THREE OF THE SHADY OAK FAMILY RANCH WITH THE WEST LINE OF SAID TOWNLAKE PHASE TWO, AN ADDITION TO THE TOWN OF FLOWER MOUND, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

SOUTH 00 DEGREES 47 MINUTES 21 SECONDS EAST, 437.47 TO A METAL FENCE POST;

NORTH 89 DEGREES 47 MINUTES 24 SECONDS EAST, 688.59 TO A 1/2 INCH IRON ROD FOUND;

SOUTH 00 DEGREES 47 MINUTES 55 SECONDS EAST, 2,015.92 TO A 1/2 INCH IRON ROD WITH CAP, STAMPED 'G&A' FOUND ON THE NORTH LINE OF THE RECORD PLAT OF KENSINGTON PARK ESTATES, ACCORDING TO THE DOCUMENT OF RECORD FILED IN CABINET M, PAGE 183, OF THE PLAT RECORDS OF DENTON COUNTY, TEXAS;

THENCE SOUTH 89 DEGREES 54 MINUTES 21 SECONDS WEST, ALONG THE COMMON LINE OF SAID PART OF TRACT THREE OF THE SHADY OAK FAMILY RANCH WITH THE NORTH LINE OF SAID KENSINGTON PARK ESTATES, A DISTANCE OF 413.90 FEET TO A 1/2 INCH IRON ROD FOUND;

THENCE SOUTH 89 DEGREES 29 MINUTES 41 SECONDS WEST, ALONG THE COMMON LINE OF SAID PART OF TRACT THREE OF THE SHADY OAK FAMILY RANCH WITH THE NORTH LINE OF SAID KENSINGTON PARK ESTATES, AND WITH THE NORTH LINE OF THE REPLAT OF LOTS 2R, 3 AND 4, BLOCK A OF THE CMP FAMILY ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, ACCORDING TO THE DOCUMENT OF RECORD FILED IN DOCUMENT NUMBER 2017-35, OF THE OFFICIAL RECORDS OF DENTON COUNTY, TEXAS, PASSING AT A DISTANCE OF 191.84 FEET A 1/2 INCH REBAR WITH CAP, DEFACED FOUND FOR THE NORTH COMMON CORNER OF LOTS 1 AND 2 OF SAID KENSINGTON PARK ESTATES, AND PASSING AT A DISTANCE OF 802.71 FEET A 5/8 INCH REBAR WITH CAP, STAMPED 'KHA' FOUND FOR THE NORTH COMMON CORNER OF LOTS 3 AND 4, BLOCK A OF SAID REPLAT OF LOTS 2R, 3 AND 4, BLOCK A OF THE CMP FAMILY ADDITION, AND CONTINUING FOR A TOTAL DISTANCE OF 951.96 FEET TO A CONCRETE HOLE OF A FENCE POST REMAIN FOR THE SOUTHEAST OF A TRACT OF LAND CONVEYED IN DEED TO M&M SISK FARMS PH III, LLC, ACCORDING TO THE DOCUMENT OF RECORD FILED IN DOCUMENT NUMBER 2017-103592, OF THE OFFICIAL RECORDS OF DENTON COUNTY, TEXAS, FROM WHICH A 1/2 INCH REBAR BEARS NORTH, A DISTANCE OF 0.58 FEET;

THENCE NORTH 00 DEGREES 17 MINUTES 31 SECONDS WEST, ALONG THE COMMON LINE OF SAID PART OF TRACT THREE OF THE SHADY OAK FAMILY RANCH WITH THE EAST LINE OF SAID M&M SISK FARMS PH III TRACT, AND WITH THE EAST LINE OF A TRACT OF LAND CONVEYED IN DEED TO MARIS DARZNIKES AND LORRAINE DARZNIKS, HUSBAND AND WIFE, ACCORDING TO THE DOCUMENT OF RECORD FILED IN DOCUMENT NUMBER 96-R0019623, OF THE OFFICIAL RECORDS OF DENTON COUNTY, TEXAS, A DISTANCE OF 882.00 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID MARIS DARZNIKS AND LORRAINE DARZNIKS TRACT, ALSO BEING THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED IN DEED TO EAGLERIDGE ENERGY, LLC & USG PROPERTIES BARNETT II, INC., ACCORDING TO THE DOCUMENT OF RECORD FILED IN DOCUMENT NUMBER 2018-70839, OF THE OFFICIAL RECORDS OF DENTON COUNTY, TEXAS;

THENCE NORTH 00 DEGREES 44 MINUTES 46 SECONDS WEST, ALONG THE COMMON LINE OF SAID PART OF TRACT THREE OF THE SHADY OAK FAMILY RANCH WITH THE EAST LINE OF SAID EAGLERIDGE ENERGY, LLC & USG PROPERTIES BARNETT II, INC. TRACT, A DISTANCE OF 1,563.39 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID EAGLERIDGE ENERGY, LLC & USG PROPERTIES BARNETT II, INC. TRACT AND AN ELL CORNER OF SAID PART OF TRACT THREE OF THE SHADY OAK FAMILY RANCH;

THENCE NORTH 89 DEGREES 44 MINUTES 19 SECONDS WEST, ALONG THE COMMON LINE OF SAID PART OF TRACT THREE OF THE SHADY OAK FAMILY RANCH WITH THE NORTH LINE OF SAID EAGLERIDGE ENERGY, LLC & USG PROPERTIES BARNETT II, INC. TRACT, PASSING AT DISTANCE OF 571.98 FEET A 5/8 INCH IRON ROD WITH CAP STAMPED 'SEMPCO SURVEYING INC' FOUND FOR THE NORTHWEST CORNER OF SAID EAGLERIDGE ENERGY, LLC & USG PROPERTIES BARNETT II, INC. TRACT , ALSO BEING THE NORTHEAST CORNER OF A TRACT OF LAND CONVEYED IN DEED TO M&M SISK FARMS PH III, LLC, ACCORDING TO THE DOCUMENT OF RECORD FILED IN DOCUMENT NUMBER 2018-25710, OF THE OFFICIAL RECORDS OF DENTON COUNTY, TEXAS, AND CONTINUING FOR A TOTAL DISTANCE OF 632.71 FEET TO A 1/2 INCH IRON ROAD FOUND;

THENCE NORTH 00 DEGREES 50 MINUTES 00 SECONDS WEST, ACROSS THE EXISTING SCENIC DRIVE, A DISTANCE OF 1,018.74 FEET TO A PK NAIL WITH WASHER FOUND ON THE ROAD FOR THE NEW SOUTHERLY RIGHT-OF-WAY LINE OF FARM TO MARKET ROAD 1171 PER SAID DEED TO DENTON COUNTY, TEXAS, ACCORDING TO THE DOCUMENT OF RECORD FILED IN DOCUMENT NUMBER 2007-112943, OF THE OFFICIAL RECORDS OF DENTON COUNTY, TEXAS;

THENCE IN AN EASTERLY NORTHEASTERLY DIRECTION ALONG THE SAID NEW SOUTHERLY RIGHT-OF-WAY LINE OF FARM TO MARKET HIGHWAY 1171 (A VARIABLE WIDTH RIGHT-OF-WAY), THE FOLLOWING COURSES AND DISTANCES:

NORTH 89 DEGREES 16 MINUTES 10 SECONDS EAST, A DISTANCE OF 29.81 FEET TO A TxDOT ALUMINUM DISK MONUMENT FOUND;

NORTH 05 DEGREES 43 MINUTES 03 SECONDS EAST, A DISTANCE OF 149.54 FEET TO A TxDOT ALUMINUM DISK MONUMENT FOUND;

NORTH 41 DEGREES 22 MINUTES 49 SECONDS EAST, A DISTANCE OF 47.61 FEET TO A TxDOT ALUMINUM DISK MONUMENT FOUND;

NORTH 83 DEGREES 59 MINUTES 39 SECONDS EAST, A DISTANCE OF 109.88 FEET TO A TxDOT ALUMINUM DISK MONUMENT FOUND;

NORTH 81 DEGREES 41 MINUTES 10 SECONDS EAST, A DISTANCE OF 131.16 FEET TO A 5/8 INCH IRON ROAD FOUND;

NORTH 83 DEGREES 59 MINUTES 15 SECONDS EAST, A DISTANCE OF 196.86 FEET TO A TxDOT ALUMINUM DISK MONUMENT FOUND;

NORTH 88 DEGREES 10 MINUTES 11 SECONDS EAST, A DISTANCE OF 65.53 FEET TO A TxDOT ALUMINUM DISK MONUMENT FOUND;

NORTH 83 DEGREES 57 MINUTES 16 SECONDS EAST, A DISTANCE OF 197.19 FEET TO A TxDOT ALUMINUM DISK MONUMENT FOUND;

NORTH 81 DEGREES 45 MINUTES 55 SECONDS EAST, A DISTANCE OF 393.96 FEET TO A 1/2 IRON ROD WITH CAP STAMPED 'AG PROP COR' SET;

NORTH 83 DEGREES 56 MINUTES 51 SECONDS EAST, A DISTANCE OF 135.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,672,339.6 SQUARE FEET OR 107.262 ACRES, MORE OR LESS.

SURVEYORS CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT I, JESUS J. LAJARA, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown hereon were found or properly placed under my supervision, in accordance with the subdivision regulations of the Town of Flower Mound, Texas.

"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."

JESUS J. LAJARA
Registered Professional Land Surveyor
No. 6378

STATE OF TEXAS §
COUNTY OF COLLIN §

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

WITNESS MY HAND AND SEAL OF OFFICE, this _____day of _____, 2021.

Notary Public in and for the State of Texas

LOT LINE TABLE

LINE	BEARING	LENGTH
T1	S45°00'00"W	19.47'
T3	S45°00'00"E	22.02'
T4	S45°30'13"E	14.14'
T5	S74°50'57"W	52.14'
T7	N44°21'53"E	14.11'
T8	S45°38'07"E	14.17'
T9	S45°38'07"E	14.17'
T10	N44°21'53"E	14.11'
T11	S89°43'59"E	30.00'
T12	N44°29'47"E	14.14'
T14	S49°20'00"E	30.00'
T15	S22°17'11"W	30.00'
T16	N0°46'02"W	5.00'

ROADWAY LINE TABLE

LINE	BEARING	DISTANCE
T2	S40°18'33"W	105.43'
T6	N74°50'57"E	60.86'
T13	S53°10'19"W	36.36'
T17	S00°35'33"E	37.00'
T18	N00°35'33"W	37.00'

LOT CURVE TABLE

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C1	88°13'36"	25.00'	24.24'	38.50'	N61°02'15"W 34.80'
C2	81°45'40"	25.00'	21.64'	35.67'	N33°58'07"E 32.72'
C3	120°31'21"	50.00'	87.52'	105.18'	S74°44'20"W 86.83'
C4	57°15'22"	50.00'	27.29'	49.97'	S43°06'20"W 47.91'
C5	90°00'00"	25.00'	25.00'	39.27'	N45°47'55"W 35.36'
C6	17°40'26"	50.00'	7.77'	15.42'	S80°34'14"W 15.36'
C7	44°24'27"	50.00'	20.41'	38.75'	N67°12'14"E 37.79'
C8	90°00'00"	50.00'	50.00'	78.54'	N0°00'00"E 70.71'
C9	92°39'46"	25.00'	26.19'	40.43'	S61°14'05"W 36.17'
C10	106°11'53"	25.00'	33.30'	46.34'	N36°07'44"W 39.98'
C16	81°38'06"	25.00'	21.59'	35.62'	S51°40'02"W 32.68'
C17	85°35'51"	25.00'	23.15'	37.35'	N31°47'55"W 33.97'
C18	90°00'00"	25.00'	25.00'	39.27'	S45°14'56"E 35.36'
C19	90°00'00"	25.00'	25.00'	39.27'	N44°45'04"E 35.36'
C20	32°44'58"	25.00'	7.35'	14.29'	S35°30'25"W 14.10'
C21	108°10'55"	50.00'	69.05'	94.41'	S2°12'33"E 80.99'
C22	83°33'29"	25.00'	22.34'	36.46'	N14°31'16"W 33.31'
C23	59°33'29"	25.00'	14.31'	25.99'	S60°29'17"W 24.83'
C24	72°00'56"	50.00'	36.34'	62.85'	S66°43'01"W 58.79'
C25	77°32'33"	50.00'	40.16'	67.67'	N38°30'15"W 62.62'

LOT AREA TABLE

LOT	BLOCK	AREA (SF)	AREA (AC)
21	A	26619	0.61
22	A	26652	0.61
23	A	27022	0.62
24	A	28525	0.65
25	A	29478	0.68
26	A	40812	0.94
27	A	25202	0.58
28	A	23531	0.54
29	A	26111	0.60
30	A	25606	0.59

LOT AREA TABLE

LOT	BLOCK	AREA (SF)	AREA (AC)
1	B	23400	0.54
2	B	23400	0.54
3	B	25658	0.59
4	B	26034	0.60

LOT AREA TABLE

LOT	BLOCK	AREA (SF)	AREA (AC)
1	C	26097	0.60
2	C	26000	0.60
3	C	28857	0.66
4	C	32347	0.74
5	C	31266	0.72

LOT AREA TABLE

LOT	BLOCK	AREA (SF)	AREA (AC)
1	D	24425	0.56
2	D	25708	0.59
3	D	27714	0.64
4	D	27917	0.64
5	D	27221	0.62
6	D	26251	0.60
7	D	25920	0.60
8	D	29395	0.67
9	D	29086	0.67
10	D	27814	0.64
11	D	32764	0.75

LOT CURVE TABLE

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C26	74°07'27"	50.00'	37.76'	64.69'	N37°19'45"E 60.27'
C27	75°26'02"	50.00'	38.67'	65.83'	S67°53'31"E 61.18'
C28	59°33'29"	25.00'	14.31'	25.99'	S59°57'14"E 24.83'
C29	90°00'00"	25.00'	25.00'	39.27'	S44°45'04"W 35.36'
C30	60°53'31"	50.00'	29.39'	53.14'	N59°18'18"E 50.67'
C31	76°15'52"	50.00'	39.25'	66.55'	N9°16'23"W 61.75'
C32	47°09'23"	25.00'	10.91'	20.58'	N23°49'38"W 20.00'
C34	83°16'02"	25.00'	22.22'	36.33'	N85°03'50"W 33.22'
C35	85°01'17"	25.00'	22.92'	37.10'	N10°39'43"E 33.79'
C36	90°00'00"	25.00'	25.00'	39.27'	N44°12'05"E 35.36'
C37	60°08'05"	25.00'	14.47'	26.24'	N37°52'58"W 25.05'
C38	108°37'00"	50.00'	69.60'	94.79'	N13°38'30"W 81.22'
C39	71°37'11"	50.00'	36.07'	62.50'	N76°28'36"E 58.51'
C40	118°52'35"	50.00'	84.67'	103.74'	S8°16'31"E 86.11'
C41	59°03'36"	25.00'	14.16'	25.77'	S21°37'59"W 24.64'
C65	63°19'16"	50.00'	30.83'	55.26'	N58°55'55"W 52.49'
C66	191°36'32"	50.00'	491.86'	167.21'	N68°31'59"E 99.49'
C67	74°55'48"	50.00'	38.32'	65.39'	S53°07'39"E 60.83'

LOT AREA TABLE

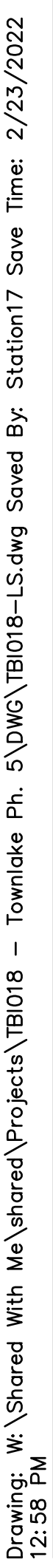
LOT	BLOCK	AREA (SF)	AREA (AC)
1	E	34242	0.79
2	E	30420	0.70
3	E	26650	0.61
4	E	28555	0.66
5	E	27641	0.63
6	E	27019	0.62
7	E	26650	0.61
8	E	26650	0.61
9	E	26974	0.62
10	E	26950	0.62
11	E	29657	0.68
12	E	27110	0.62
13	E	26673	0.61
14	E	26650	0.61
15	E	28193	0.65

ROADWAY CURVE TABLE

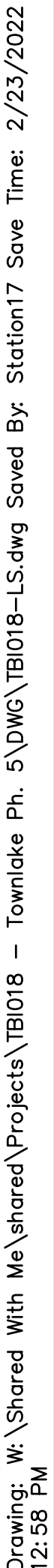
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C11	14°33'31"	1000.00'	127.74'	254.09'	N82°07'42"E 253.41'
C12	82°12'19"	300.00'	261.73'	430.43'	S64°02'54"E 394.45'
C13	14°04'47"	1500.00'	185.24'	368.60'	S15°54'21"E 367.68'
C14	16°37'31"	1000.00'	146.11'	290.17'	S00°33'12"E 289.15'
C15	8°31'35"	800.00'	59.64'	119.05'	S03°29'46"W 118.94'
C33	5°33'59"	1000.00'	48.61'	97.15'	N11°39'02"E 97.11'
C42	14°33'31"	750.00'	95.80'	190.57'	N82°07'42"E 190.06'
C43	38°55'52"	400.00'	141.38'	271.79'	S02°33'10"W 266.59'
C44	23°14'44"	250.00'	51.42'	101.43'	S33°38'28"W 100.73'
C45	35°45'19"	250.00'	80.64'	156.01'	S27°23'10"W 153.49'
C46	16°24'33"	1200.00'	173.02'	343.67'	S08°42'30"E 342.50'
C47	12°51'46"	300.00'	33.82'	67.35'	S46°44'26"W 67.21'
C48	13°51'39"	300.00'	36.47'	72.57'	S47°14'22"W 72.40'
C49	54°25'08"	550.00'	282.78'	522.38'	S26°57'38"W 502.97'
C50	15°32'58"	500.00'	68.27'	135.69'	S82°28'28"E 135.28'
C51	15°32'58"	500.00'	68.27'	135.69'	S82°28'28"E 135.28'
C52	90°00'00"	38.00'	38.00'	59.69'	N44°45'04"E 53.74'
C53	14°40'58"	800.00'	103.07'	205.01'	S07°05'33"W 204.45'
C54	24°15'46"	500.00'	107.48'	211.73'	S03°43'01"W 210.15'
C55	16°38'49"	500.00'	73.15'	145.27'	S07°31'29"W 144.76'

ROADWAY CURVE TABLE

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C56	27°30'24"	260.00'	63.64'	124.82'	S13°30'16"W 123.63'
C57	83°33'29"	38.00'	33.95'	55.42'	S14°31'16"E 50.64'
C58	53°23'00"	300.00'	150.83'	279.51'	S82°59'31"E 269.51'
C59	41°27'41"	250.00'	94.62'	180.91'	S88°57'10"E 176.99'
C60	21°30'39"	300.00'	56.99'	112.63'	S78°58'39"E 111.97'
C61	54°28'24"	300.00'	154.42'	285.22'	S63°33'43"E 274.60'
C62	58°17'39"	400.00'	223.07'	406.97'	S07°10'41

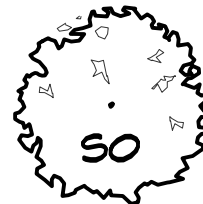
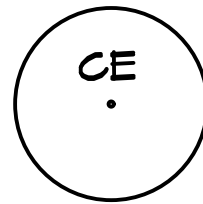
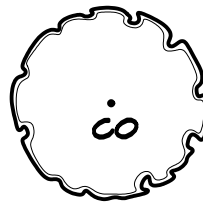
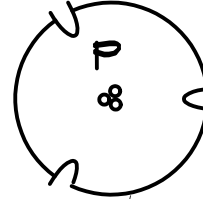
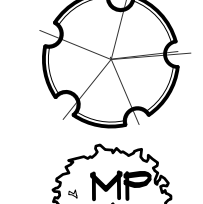
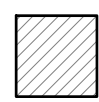
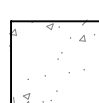
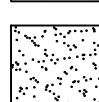


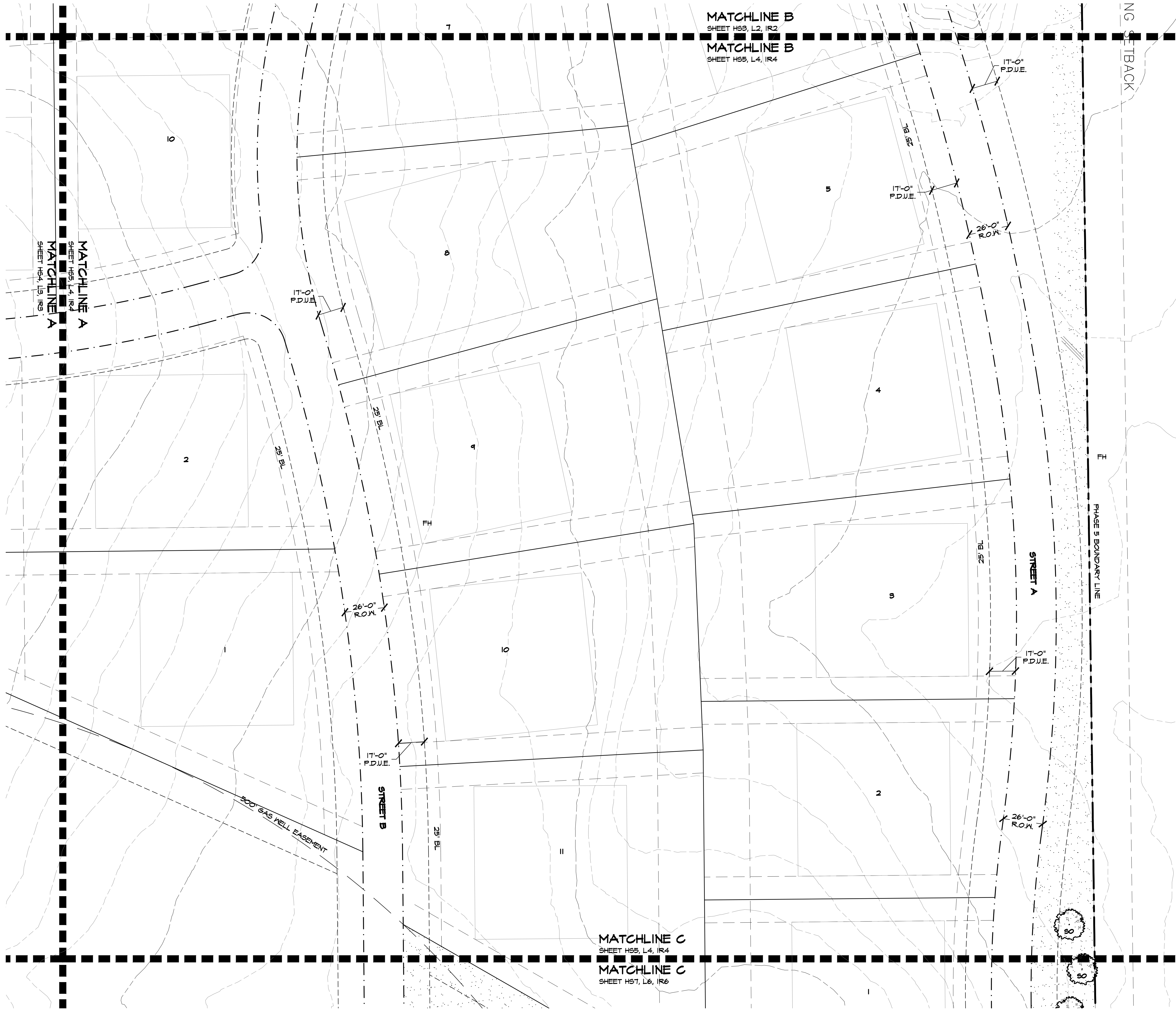
 STUDIO 13 DESIGN GROUP Studio 13 Design Group, PLLC. 386 W. Main Street Lewisville, Texas 75057 469-635-1900 TBAE Firm #BR643	
	
	
LANDSCAPE AND SCREENING Landscape Plan Townlake, Ph. 5 Town of Flower Mound, Denton County, Texas	
PLAN REVIEW REVISIONS	BY DATE
#	
0	
PROJECT	
TBI018	
SHEET	
L1 of 14	





LANDSCAPE LEGEND

	SHUMARD OAK QUERCUS SHUMARDII (3" CALIPER)		TEXAS SAGE LEUCOPHYLLUM FRUTESCENS (5 GALLON)
	CEDAR ELM ULMUS CRASSIFOLIA (3" CALIPER)		PURPLE DIAMOND LOROPETALUM LOROPETALUM CHINENSIS 'PURPLE DIAMOND' (5 GALLON)
	CHINKAPIN OAK QUERCUS MUEHLENBERGII (3" CALIPER)		SOFT LEAF YUCCA YUCCA RECURVIFOLIA (3 GALLON)
	PECAN CARYA ILLINOINENSIS (3" CALIPER)		RUSSIAN SAGE PEROVSKIA ATRIPLICIFOLIA (3 GALLON, PLANTS SPACED @ 20" O.C.)
	YAUPOH HOLLY ILEX VOMITORIA (30 GAL)		PENNISETUM 'LITTLE BUNNY' PENNISETUM ALOPECUROIDES 'LITTLE BUNNY' (1 GALLON, PLANTS SPACED 24" O.C.)
	MEXICAN PLUM PRUNUS MEXICANA (30 GAL)		LITTLE BLUESTEM GRASS SCHIZACHYRIUM SCOPARIUM (1 GALLON, PLANTS SPACED 20" O.C.)
			GULF MUHLY GRASS MUEHLENBERGIA CAPILLARIS 'REGAL MIST' (1 GALLON, PLANTS SPACED 36" O.C.)
			4" DECOMPOSED GRANITE
			NATIVE SUN TURFGRASS NATIVE AMERICAN SEED #2850



ALL DISTURBED AREAS
TO BE DRILL SEEDDED
WITH NATIVE SUN TURF
MIX

LANDSCAPE LEGEND

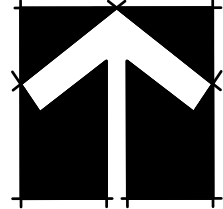
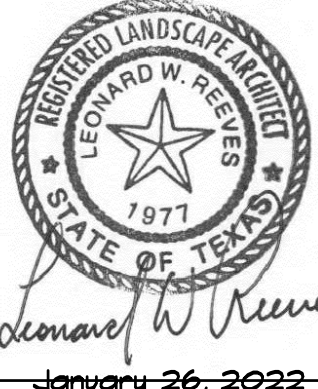
- SHUMARD OAK
QUERCUS SHUMARDII
(3" CALIPER)
- CEDAR ELM
ULMUS CROSSIFOLIA
(3" CALIPER)
- CHINKSPIN OAK
QUERCUS MUEHLENBERGII
(3" CALIPER)
- PECAN
CARYA ILLINOINENSIS
(3" CALIPER)
- YAUPOH HOLLY
ILEX VOMITORIA
(30 GAL)
- MEXICAN PLUM
PRUNUS MEXICANA
(30 GAL)
- TEXAS SAGE
LEUCOPHYLLUM FRUTESCENS
(3 GALLON)
- PURPLE DIAMOND LOROPETALUM
LOROPETALUM CHINENSIS 'PURPLE DIAMOND'
(5 GALLON)
- SOFT LEAF YUCCA
YUCCA RECURVIFOLIA
(3 GALLON)
- RUSSIAN SAGE
PEROVSKIA ATRIFLIGIFOLIA
(3 GALLON, PLANTS SPACED @ 20" O.C.)
- PENNISETUM 'LITTLE BUNNY'
PENNISETUM AIOPEGUROIDES 'LITTLE BUNNY'
(1 GALLON, PLANTS SPACED 24" O.C.)
- LITTLE BLUESTEM GRASS
SCHIZACHYRIUM SCOPARIUM
(1 GALLON, PLANTS SPACED 20" O.C.)
- GULF MUHLY GRASS
MUHLENBERGIA CAPILLARIS 'REGAL MIST'
(1 GALLON, PLANTS SPACED 36" O.C.)
- 4" DECOMPOSED GRANITE
- NATIVE SUN TURF GRASS
NATIVE AMERICAN SEED #2850

ALL LANDSCAPE AND TRAIL IMPROVEMENTS ALONG THE
SOUTHERN PORTION OF WALSHINGHAM DR. TO BE INSTALLED
PER APPROVED LANDSCAPE AND HARDSCAPE PLANS FOR
TOWNLAKE PHASE II, RC16-0014.

STUDIO
DESIGN GROUP

Studio 13 Design Group, PLLC.
386 W. Main Street
Lewisville, Texas 75057
469-635-1909

TBAE Firm #BR643



30 15 0 30
1" = 30' - 0"

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sheet, adjust scale as necessary.

One Inch

LANDSCAPE AND SCREENING

Landscape Plan

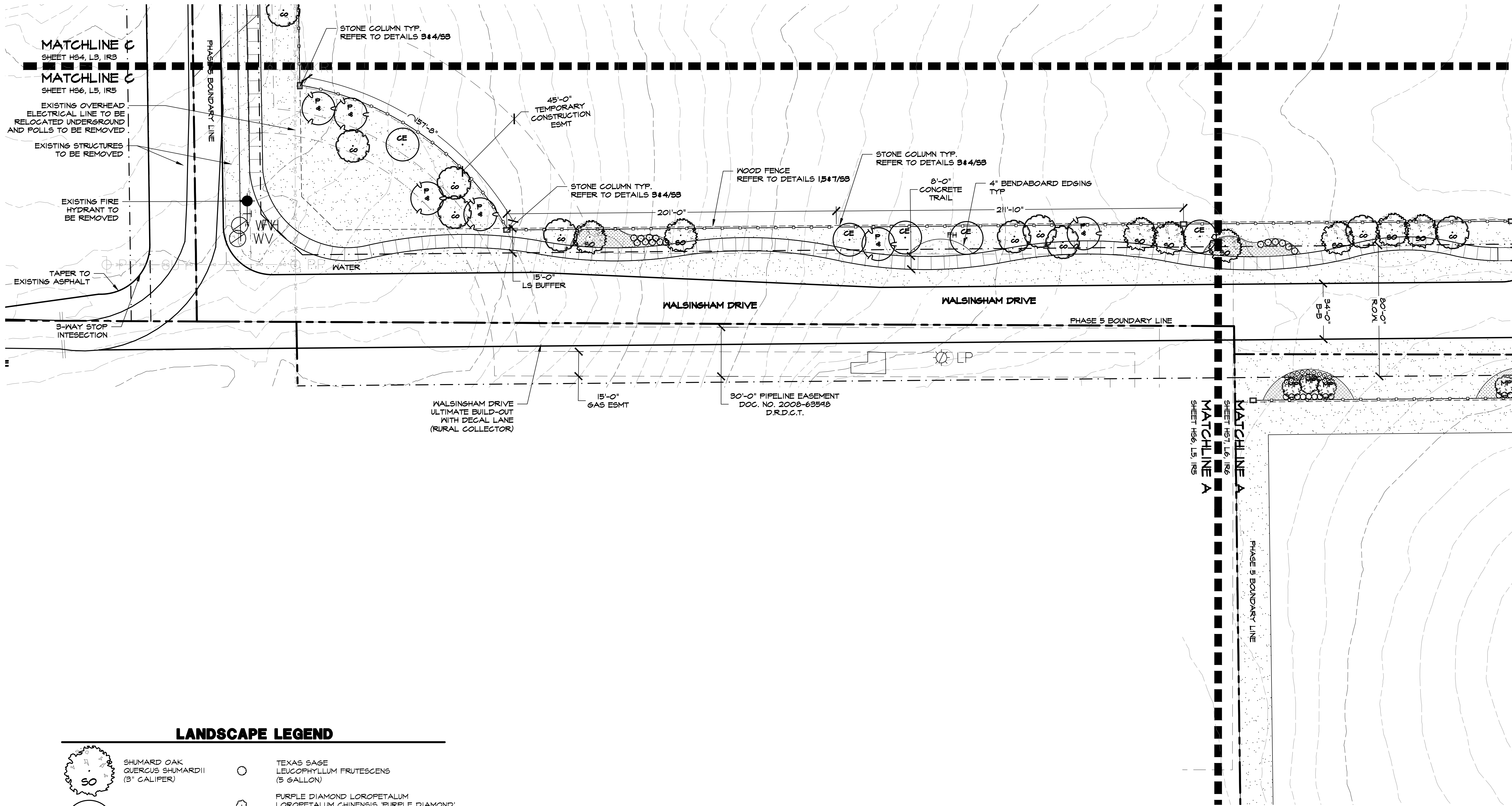
Townlake, Ph. 5

Town of Flower Mound, Denton County, Texas

PLAN REVIEW REVISIONS	BY	DATE
#	0	

PROJECT
TBI018

SHEET
L4 of 14



LANDSCAPE LEGEND

	SHUMARD OAK QUERCUS SHUMARDII (3" CALIPER)		TEXAS SAGE LEUCOPHYLLUM FRUTESCENS (5 GALLON)
	CEDAR ELM ULMUS CROSSIFOLIA (3" CALIPER)		PURPLE DIAMOND LOROPETALUM LOROPETALUM CHINENSIS 'PURPLE DIAMOND' (5 GALLON)
	CHINKAPIN OAK QUERCUS MUEHLENBERGII (3" CALIPER)		SOFT LEAF YUCCA YUCCA RECURVIFOLIA (3 GALLON)
	PECAN CARYA ILLINOINENSIS (3" CALIPER)		RUSSIAN SAGE PEROVSKIA ATRIPLIGIFOLIA (3 GALLON, PLANTS SPACED @ 20" O.C.)
	YAUPON HOLLY ILEX VOMITORIA (30 GAL)		PENNISETUM 'LITTLE BUNNY' PENNISETUM AIOPEGUROIDES 'LITTLE BUNNY' (1 GALLON, PLANTS SPACED 24" O.C.)
	MEXICAN PLUM FRUNUS MEXICANA (30 GAL)		LITTLE BLUESTEM GRASS SCHIZACHYRIUM SCOPARIUM (1 GALLON, PLANTS SPACED 20" O.C.)
			GULF MUHLY GRASS MUHLENBERGIA CAPILLARIS 'REGAL MIST' (1 GALLON, PLANTS SPACED 36" O.C.)
			4" DECOMPOSED GRANITE
			NATIVE SUN TURFGRASS NATIVE AMERICAN SEED #2850

ALL DISTURBED AREAS
TO BE DRILL SEEDED
WITH NATIVE SUN TURF
MIX

LANDSCAPE AND SCREENING

Landscape Plan
Townlake, Ph. 5
Town of Flower Mound, Denton County, Texas

BY	DATE	PLAN REVIEW/REVISIONS	#
			0
PROJECT			
TBI018			
SHEET			
L5 of 14			

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Lewisville, Texas 75057
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LANDSCAPE ARCHITECT
LEONARD W. REYES
1977
JANUARY 26, 2022

NORTH

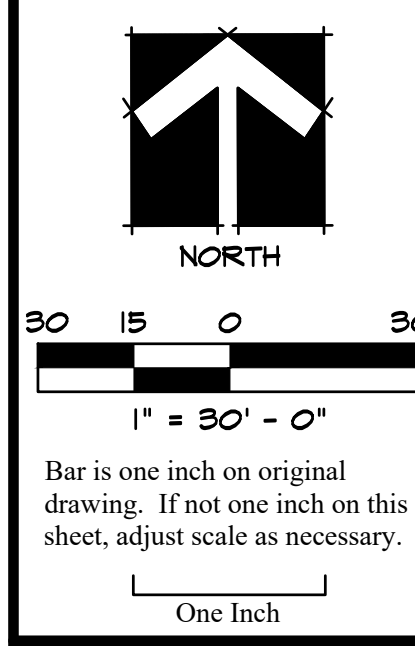
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One Inch

ALL LANDSCAPE AND TRAIL IMPROVEMENTS ALONG THE SOUTHERN PORTION OF WALSINGHAM DR. TO BE INSTALLED PER APPROVED LANDSCAPE AND HARDSCAPE PLANS FOR TOWNLAKE PHASE II, RC16-0014.



LANDSCAPE AND SCREENING

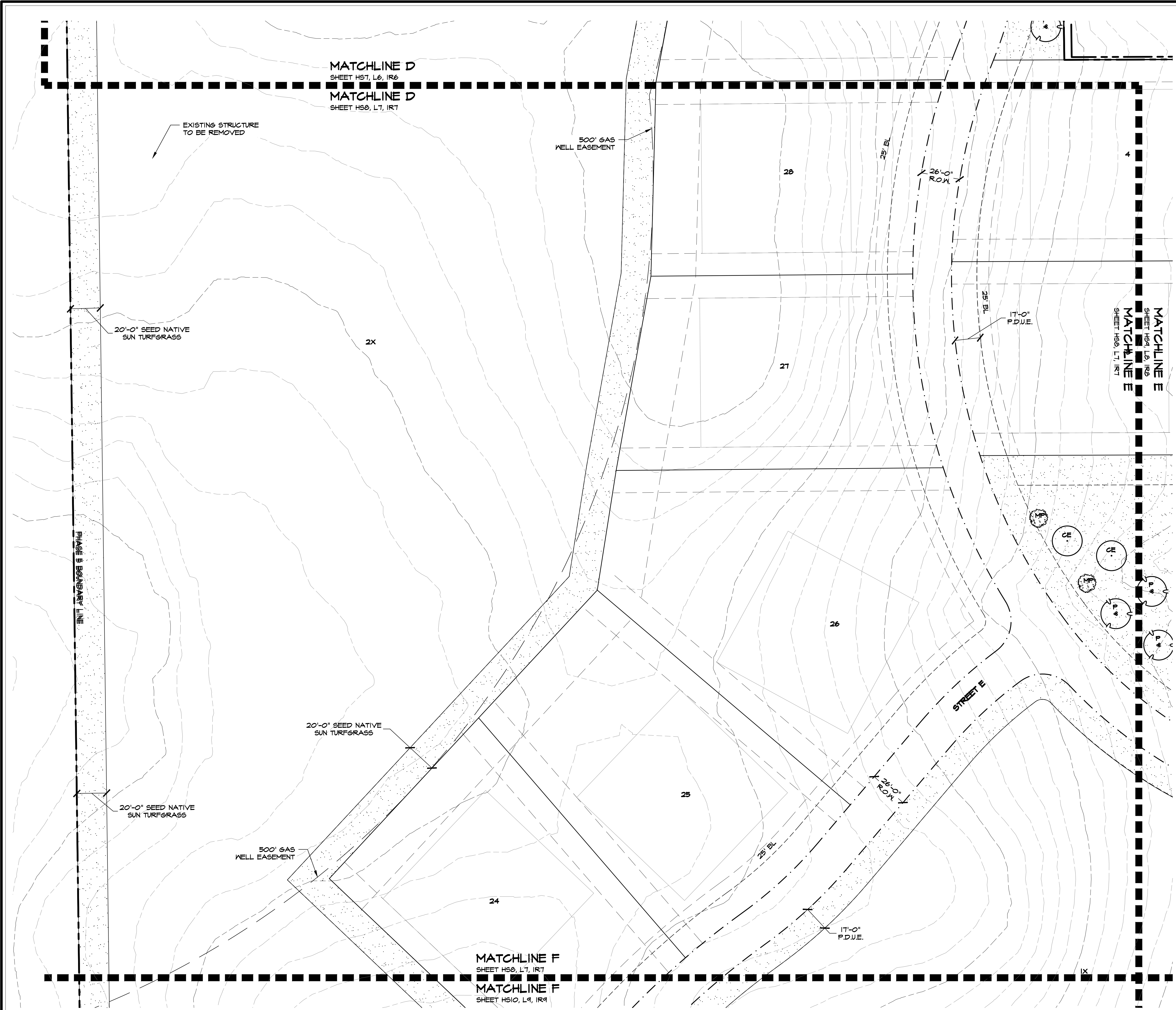
Landscape Plan

Townlake, Ph. 5

Town of Flower Mound, Denton County, Texas

#	PLAN REVIEW REVISIONS	BY	DATE
0			

PROJECT	TBI018
SHEET	L6 of 14



- ### LANDSCAPE LEGEND
- SHUMARD OAK
QUERCUS SHUMARDII
(3" CALIFER)
 - CEDAR ELM
ULMUS CRASSIFOLIA
(3" CALIFER)
 - CHINKAPIN OAK
QUERCUS MUEHLENBERGII
(3" CALIFER)
 - PECAN
CARYA ILLINOENSIS
(3" CALIFER)
 - YAUPOH HOLLY
ILEX VOMITORIA
(30 GAL)
 - MEXICAN PLUM
PRUNUS MEXICANA
(30 GAL)
 - TEXAS SAGE
LEUCOPHYLLUM FRUTESCENS
(3 GALLON)
 - PURPLE DIAMOND LOROPETALUM
LOROPETALUM CHINENSIS 'PURPLE DIAMOND'
(5 GALLON)
 - SOFT LEAF YUCCA
YUCCA RECURVIFOLIA
(3 GALLON)
 - RUSSIAN SAGE
PEROVSKIA ATRIPLICIFOLIA
(3 GALLON, PLANTS SPACED @ 20" O.C.)
 - PENNISETUM 'LITTLE BUNNY'
PENNISETUM AIOPECUROIDES 'LITTLE BUNNY'
(1 GALLON, PLANTS SPACED 24" O.C.)
 - LITTLE BLUESTEM GRASS
SCHIZACHYRIUM SCOPARIUM
(1 GALLON, PLANTS SPACED 20" O.C.)
 - GULF MUHLY GRASS
MUHLENBERGIA CAPILLARIS 'REGAL MIST'
(1 GALLON, PLANTS SPACED 36" O.C.)
 - 4" DECOMPOSED GRANITE
 - NATIVE SUN TURFGRASS
NATIVE AMERICAN SEED #2850

ALL DISTURBED AREAS
TO BE DRILL SEEDED
WITH NATIVE SUN TURF
MIX

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Submittal 11-19-2021

NORTH

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15

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One Inch

LANDSCAPE AND SCREENING

Landscape Plan

Townlake, Ph. 5

Town of Flower Mound, Denton County, Texas

PLAN REVIEW/REVISIONS	BY	DATE

PROJECT

TBI018

SHEET

L7 of 14



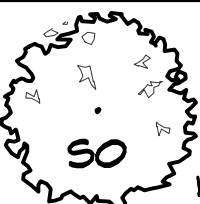
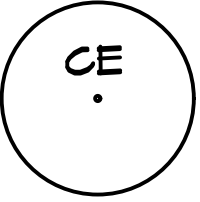
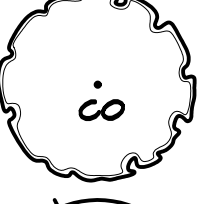
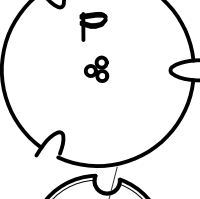
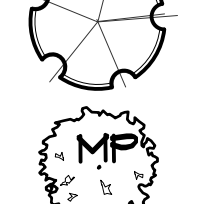
CONSERVATION EASEMENT
MITIGATION FUTURE
CONSERVANCY
DOC. NO. 2017-117942
O.P.B.C.T.

RETAINING WALL REF. TO
CIVIL PLANS

PHASE 2

ALL DISTURBED AREAS
TO BE DRILL SEEDING
WITH NATIVE SUN TURF
MIX

LANDSCAPE LEGEND

- | | | | |
|---|--|---|--|
|  | SHUMARD OAK
QUERCUS SHUMARDII
(3" CALIPER) |  | TEXAS SAGE
LEUCOPHYLLUM FRUTESCENS
(5 GALLON) |
|  | CEDAR ELM
ULMUS CRASSIFOLIA
(3" CALIPER) |  | PURPLE DIAMOND LOROPETALUM
LOROPETALUM CHINENSIS 'PURPLE DIAMOND'
(5 GALLON) |
|  | CHINKAPIN OAK
QUERCUS MUEHLENBERGII
(3" CALIPER) |  | SOFT LEAF YUCCA
YUCCA RECURVIFOLIA
(3 GALLON) |
|  | PECAN
CARYA ILLINOINENSIS
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PEROVSKIA ATRIPICIFOLIA
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ILEX VOMITORIA
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PENNISETUM ALOPECUROIDES 'LITTLE BUNNY'
(1 GALLON, PLANTS SPACED 24" O.C.) |
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PRUNUS MEXICANA
(30 GAL) |  | LITTLE BLUESTEM GRASS
SCHIZACHYRIUM SCOPARIUM
(1 GALLON, PLANTS SPACED 20" O.C.) |
| | |  | GULF MUHLY GRASS
MUHLENBERGIA CAPILLARIS 'REGAL MIST'
(1 GALLON, PLANTS SPACED 36" O.C.) |
| | |  | NATIVE SUN TURFGRASS
NATIVE AMERICAN SEED #2850 |
| | |  | |

MATCHLINE F
SHEET HS9, L8, IR8

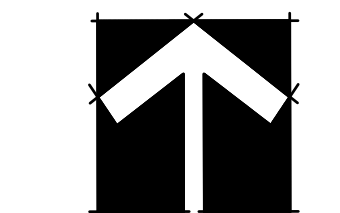
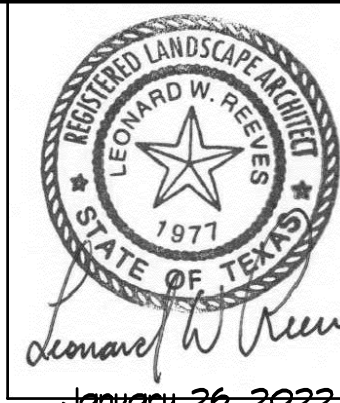
MATCHLINE F
SHEET HS11, L10, IR10



STUDIO 13
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One Inch

LANDSCAPE AND SCREENING

Landscape Plan

Townlake, Ph. 5

Town of Flower Mound, Denton County, Texas

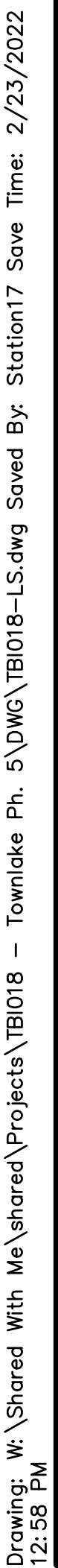
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PROJECT

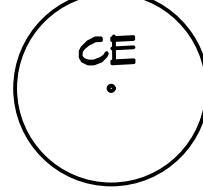
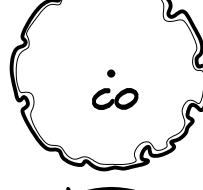
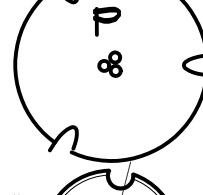
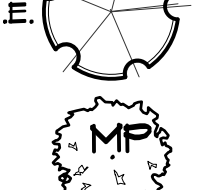
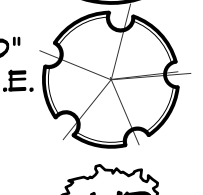
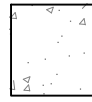
TBI018

SHEET

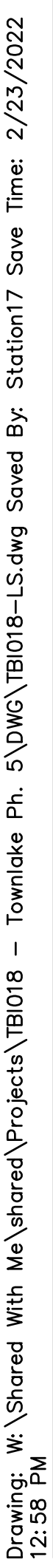
L8 of 14



ALL DISTURBED AREAS
TO BE DRILL SEEDING
WITH NATIVE SUN TURF
MIX

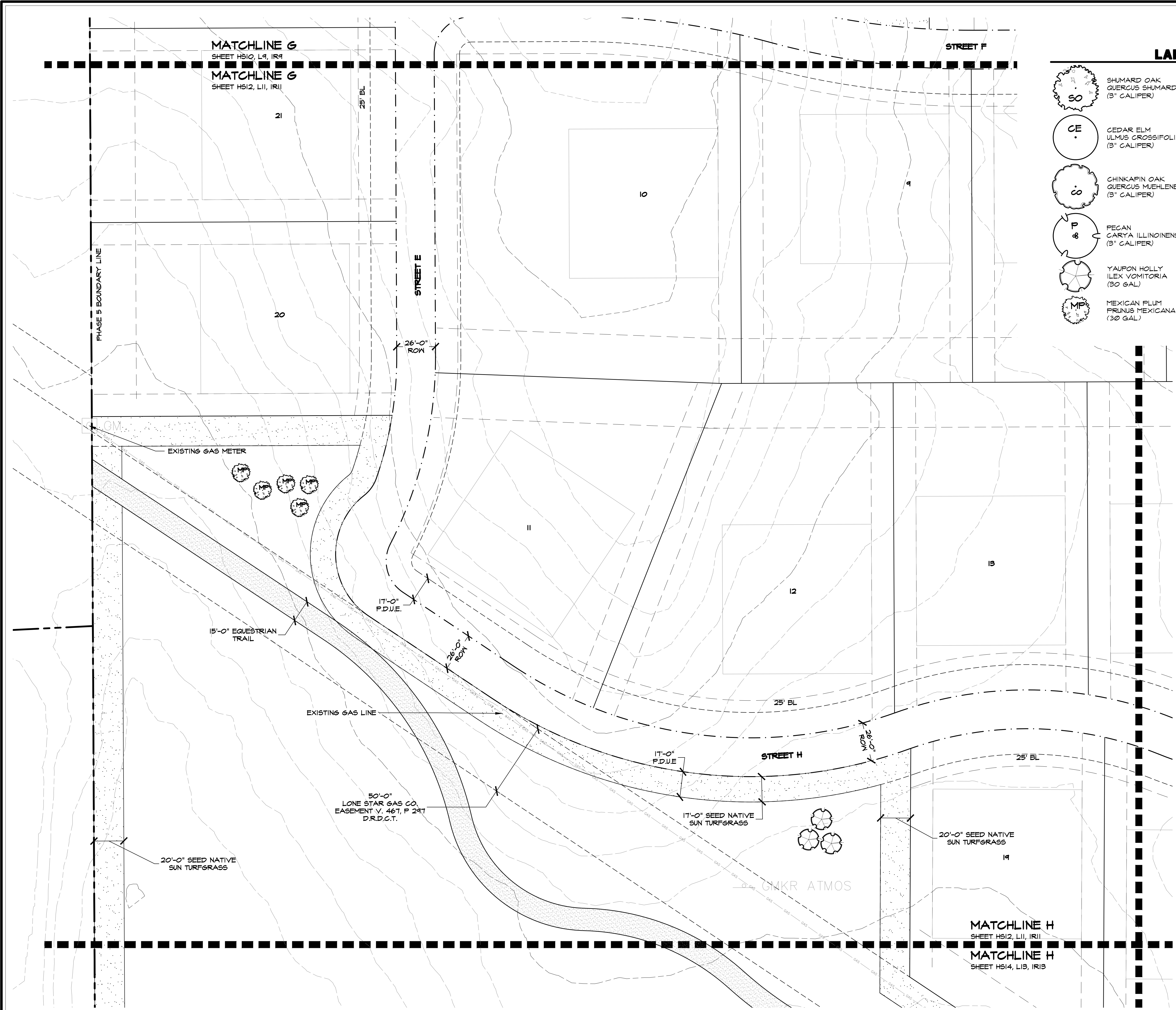
	SHUMARD OAK QUERCUS SHUMARDII (3" CALIPER)		TEXAS SAGE LEUCOPHYLLUM FRUTESCENS (5 GALLON)
	CEDAR ELM ULMUS CRASSIFOLIA (3" CALIPER)		PURPLE DIAMOND LOROPETALUM LOROPETALUM CHINENSIS 'PURPLE DIAMOND' (5 GALLON)
	CHINKAPIN OAK QUERCUS MUEHLENBERGII (3" CALIPER)		SOFT LEAF YUCCA YUCCA RECURVIFOLIA (3 GALLON)
	PECAN CARYA ILLINOINENSIS (3" CALIPER)		RUSSIAN SAGE PEROVSKIA ATRIPLICIFOLIA (3 GALLON, PLANTS SPACED @ 20" O.C.)
	WATER		PENNISETUM 'LITTLE BUNNY' PENNISETUM AIOPEGROIDES 'LITTLE BUNNY' (1 GALLON, PLANTS SPACED 24" O.C.)
	YAUPOON HOLLY ILEX VONITORIA (30 GAL)		LITTLE BLUESTEM GRASS SCHIZACHYRIUM SCOPARIUM (1 GALLON, PLANTS SPACED 20" O.C.)
	MEXICAN PLUM PRUNUS MEXICANA (30 GAL)		GULF MUHLY GRASS MUEHLBERGIA CAPILLARIS 'REGAL MIST' (1 GALLON, PLANTS SPACED 36" O.C.)
			4" DECOMPOSED GRANITE
			NATIVE SUN TURFGRASS NATIVE AMERICAN SEED #2850

STUDIO DESIGN GROUP					
Studio 13 Design Group, P.L.L.C. 386 W. Main Street Lewisville, Texas 75057 469-635-1900					
TBAE Firm #BR643					
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NORTH 30 15 0 30 1" = 30' - 0" Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary. One Inch					
LANDSCAPE AND SCREENING					
Landscape Plan					
Townlake, Ph. 5					
Town of Flower Mound, Denton County, Texas					
#	PLAN REVIEW REVISIONS	BY	DATE		
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PROJECT				TBI018	
SHEET				L9 of 14	



Plotted by: ##### Plot Date: 2/23/2022 1:00 PM

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LANDSCAPE LEGEND

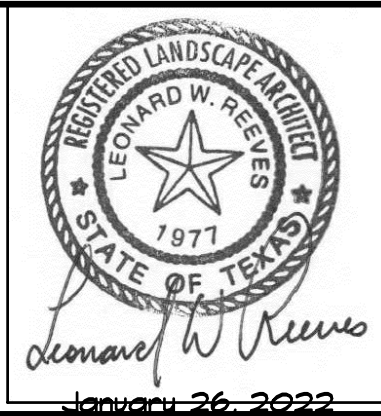
- SHUMARD OAK
QUERCUS SHUMARDII
(3" CALIPER)
- CE
CEDAR ELM
ULMUS CROSSIFOLIA
(3" CALIPER)
- CO
CHINKAPIN OAK
QUERCUS MUEHLENBERGII
(3" CALIPER)
- P &
PECAN
CARYA ILLINOINENSIS
(3" CALIPER)
- YH
YAUPOH HOLLY
ILEX VOMITORIA
(30 GAL)
- MP
MEXICAN PLUM
PRUNUS MEXICANA
(30 GAL)
- TEXAS SAGE
LEUCOPHYLLUM FRUTESCENS
(5 GALLON)
- PURPLE DIAMOND LOROPETALUM
LOROPETALUM CHINENSIS 'PURPLE DIAMOND'
(5 GALLON)
- SOFT LEAF YUCCA
YUCCA RECURVIFOLIA
(3 GALLON)
- RUSSIAN SAGE
PEROVSKIA ATRIPLICIFOLIA
(3 GALLON, PLANTS SPACED @ 20" O.C.)
- PENNISETUM 'LITTLE BUNNY'
PENNISETUM ALOPECUROIDES 'LITTLE BUNNY'
(1 GALLON, PLANTS SPACED 24" O.C.)
- LITTLE BLUESTEM GRASS
SCHIZACHYRIUM SCOPARIUM
(1 GALLON, PLANTS SPACED 20" O.C.)
- GULF MUHLY GRASS
MUHLENBERGIA CAPILLARIS 'REGAL MIST'
(1 GALLON, PLANTS SPACED 36" O.C.)
- 4" DECOMPOSED GRANITE
- NATIVE SUN TURFGRASS
NATIVE AMERICAN SEED #2850

ALL DISTURBED AREAS
TO BE DRILL SEEDED
WITH NATIVE SUN TURF
MIX

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LANDSCAPE AND SCREENING

Landscape Plan

Townlake, Ph. 5

Town of Flower Mound, Denton County, Texas

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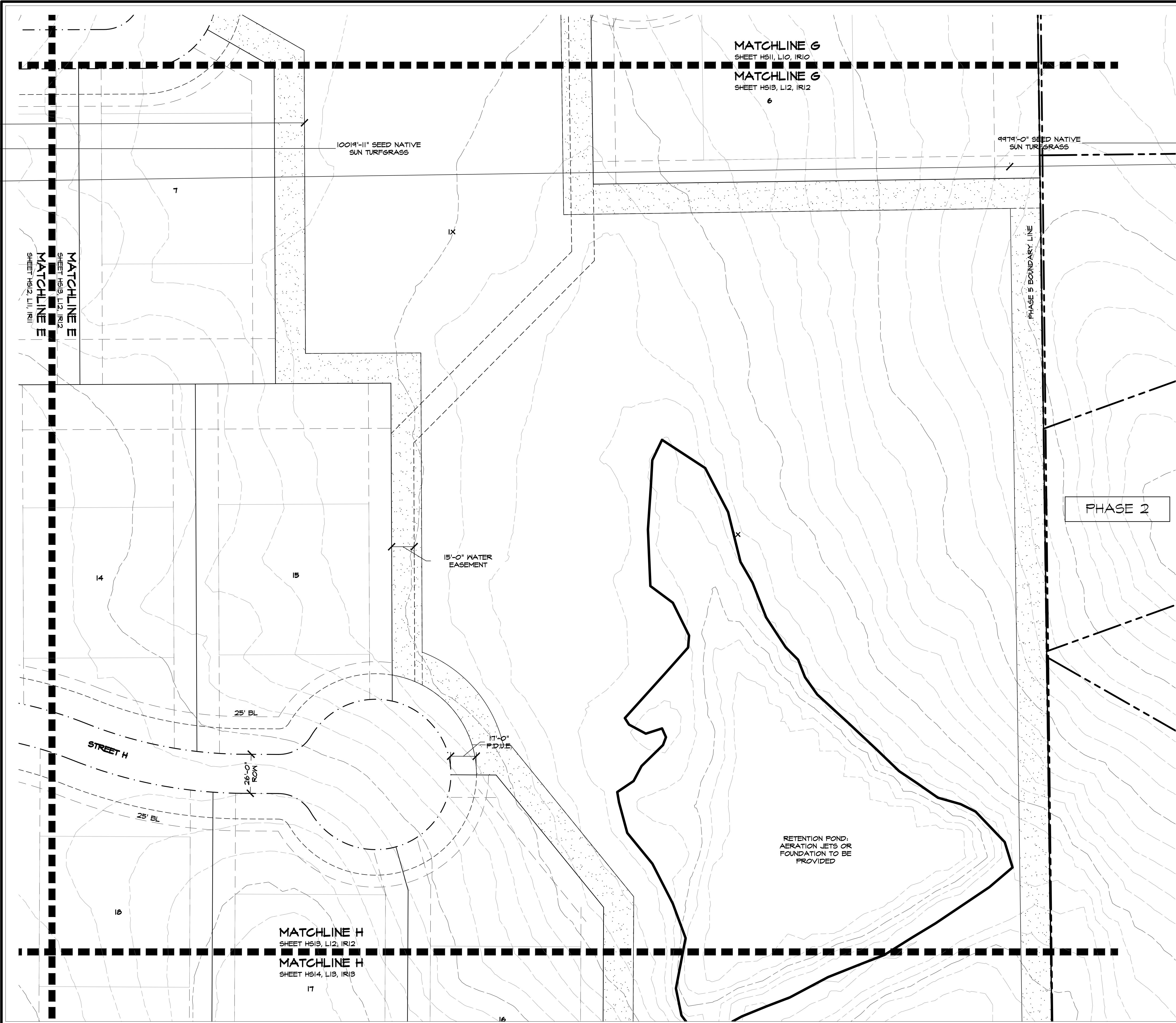
PROJECT

TBI018

SHEET

L11 of 14

ALL LANDSCAPE AND TRAIL IMPROVEMENTS ALONG THE SOUTHERN PORTION OF WALSHINGHAM DR. TO BE INSTALLED PER APPROVED LANDSCAPE AND HARDSCAPE PLANS FOR TOWNLAKE PHASE II, RC16-0014.



- LANDSCAPE LEGEND**
- SHUMARD OAK
QUERCUS SHUMARDII
(3" CALIPER)
- CEDAR ELM
ULMUS CRASSIFOLIA
(3" CALIPER)
- CHINKSPIN OAK
QUERCUS MUEHLENBERGII
(3" CALIPER)
- PECAN
CARYA ILLINOINENSIS
(3" CALIPER)
- YAUPOH HOLLY
ILEX VOMITORIA
(30 GAL)
- MEXICAN PLUM
PRUNUS MEXICANA
(30 GAL)
- TEXAS SAGE
LEUCOPHYLLUM FRUTESCENS
(3 GALLON)
- PURPLE DIAMOND LOROPETALUM
LOROPETALUM CHINENSIS 'PURPLE DIAMOND'
(5 GALLON)
- SOFT LEAF YUCCA
YUCCA REGURVIFOLIA
(3 GALLON)
- RUSSIAN SAGE
PEROVSKIA ATRIPLICIFOLIA
(3 GALLON, PLANTS SPACED @ 20" O.C.)
- PENNISETUM 'LITTLE BUNNY'
PENNISETUM ALOPECUROIDES 'LITTLE BUNNY'
(1 GALLON, PLANTS SPACED 24" O.C.)
- LITTLE BLUESTEM GRASS
SCHIZACHYRIUM SCOPARIUM
(1 GALLON, PLANTS SPACED 20" O.C.)
- GULF MUHLY GRASS
MUHLENBERGIA CAPILLARIS 'REGAL MIST'
(1 GALLON, PLANTS SPACED 36" O.C.)
- 4" DECOMPOSED GRANITE
- NATIVE SUN TURFGRASS
NATIVE AMERICAN SEED #2050

ALL DISTURBED AREAS
TO BE DRILL SEEDED
WITH NATIVE SUN TURF
MIX

ALL LANDSCAPE AND TRAIL IMPROVEMENTS ALONG THE SOUTHERN PORTION OF WALSHINGHAM DR. TO BE INSTALLED PER APPROVED LANDSCAPE AND HARDSCAPE PLANS FOR TOWNLAKE PHASE II, RC16-0014.

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LANDSCAPE AND SCREENING			
Landscape Plan			
Townlake, Ph. 5			
Town of Flower Mound, Denton County, Texas			

#	BY	DATE	PLAN REVIEW / REVISIONS	PROJECT
0				TBI018
SHEET				L12 of 14

#	PLAN REVIEW REVISIONS	BY	DATE
0			

PROJECT
TBI018

SHEET
L13 of 14

SHUMARD OAK
QUERCUS SHUMARDI
(3" CALIPER)



CEDAR ELM
ULMUS CROSSIFOLIA
(3" CALIPER)



CHINKSPIN OAK
QUERCUS MUEHLENBERGI
(3" CALIPER)

PECAN
CARYA ILLINOINENSIS
(3" CALIPER)

YAUPOH HOLLY
ILEX VOMITORIA
(30 GAL)

MEXICAN PLUM
PRUNUS MEXICANA
(30 GAL)

TEXAS SAGE
LEUCOPHYLLUM FRUTESCENS
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PURPLE DIAMOND LOROPETALUM
LOROPETALUM CHINENSIS 'PURPLE DIAMOND'
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SOFT LEAF YUCCA
YUCCA RECURVIFOLIA
(3 GALLON)

RUSSIAN SAGE
PEROVSKIA ATRIPLICIFOLIA
(3 GALLON, PLANTS SPACED @ 20" O.C.)



PENNISETUM 'LITTLE BUNNY'
PENNISETUM AIOPECUROIDES 'LITTLE BUNNY'
(1 GALLON, PLANTS SPACED 24" O.C.)



LITTLE BLUESTEM GRASS
SCHIZACHYRIUM SCOPARIUM
(1 GALLON PLANTS SPACED 20" O.C.)

GULF MUHLY GRASS
MUHLENBERGIA CAPILLARIS 'REGAL MIST'
(1 GALLON PLANTS SPACED 36" OC)

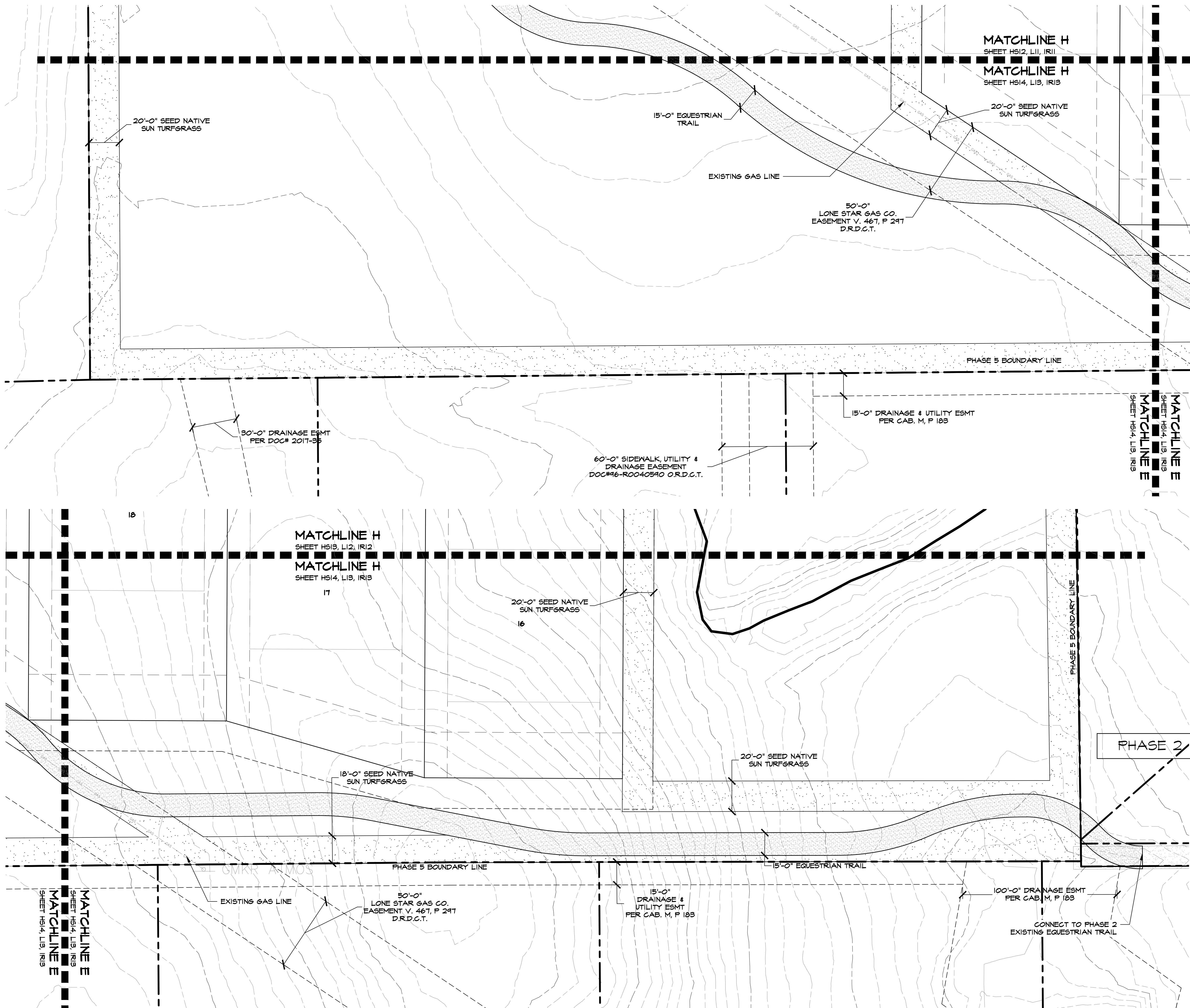
4" DECOMPOSED GRANITE



NATIVE SUN TURFGRASS
NATIVE AMERICAN SEED #2850

ALL DISTURBED AREAS
TO BE DRILL SEEDING
WITH NATIVE SUN TURF
MIX

ALL LANDSCAPE AND TRAIL IMPROVEMENTS ALONG THE SOUTHERN PORTION OF WALSHINGHAM DR. TO BE INSTALLED PER APPROVED LANDSCAPE AND HARDSCAPE PLANS FOR TOWNLAKE PHASE II, RC16-0014.



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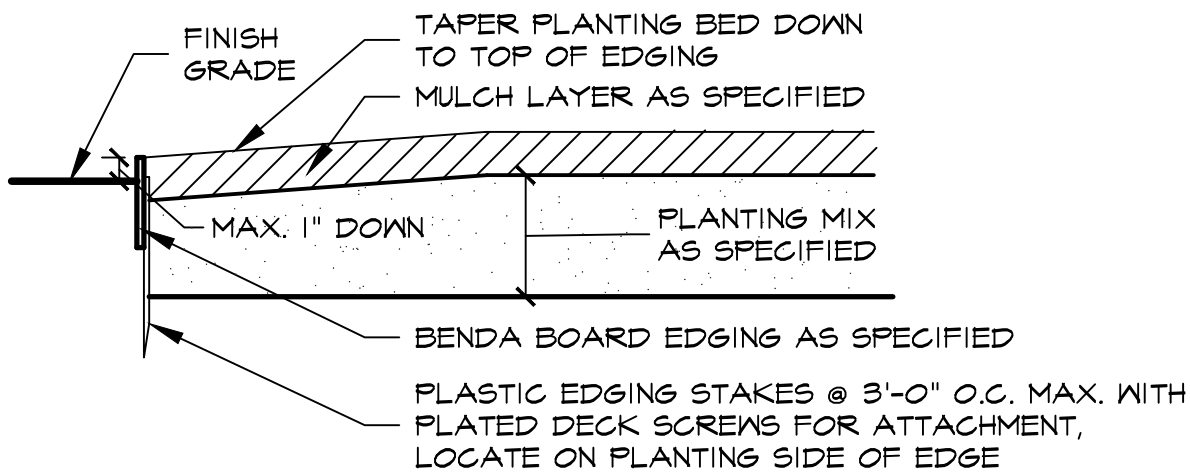
LANDSCAPE NOTES:

1. A TREE PERMIT IS REQUIRED FOR ALL REMOVAL OF ALL TREES, PROTECTED AND UNPROTECTED.
2. PLANT MATERIAL SHALL BE MEASURED AND SIZED ACCORDING TO THE LATEST EDITION OF THE TEXAS NURSERY & LANDSCAPE ASSOCIATION (TNLA) SPECIFICATIONS, GRADES AND STANDARDS.
3. ALL PLANT SUBSTITUTIONS ARE SUBJECT TO TOWN OF FLOWER MOUND APPROVAL AND MUST BE SPECIFIED ON THE APPROVED LANDSCAPE PLAN.
4. GROUND COVERS USED IN LIEU OF TURF GRASS MUST PROVIDE COMPLETE COVERAGE WITHIN ONE (1) YEAR OF PLANTING AND MAINTAIN ADEQUATE COVERAGE AS APPROVED BY THE TOWN OF FLOWER MOUND.
5. TREES MUST BE PLANTED FOUR FEET (4') OR GREATER FROM CURBS, SIDEWALKS, UTILITY LINES, SCREENING WALLS AND/OR OTHER STRUCTURES. THE TOWN OF FLOWER MOUND HAS FINAL APPROVAL FOR ALL TREE PLACEMENTS.
6. TREE PITS SHALL HAVE ROUGHENED SIDES AND BE TWO TO THREE TIMES WIDER THAN THE ROOT BALL OF THE TREE IN ORDER TO FACILITATE HEALTHY ROOT GROWTH.
7. TREES SHALL NOT BE PLANTED DEEPER THAN THE BASE OF THE "TRUNK FLARE".
8. THE TREE PIT SHALL BE BACKFILLED WITH NATIVE TOPSOIL FREE OF ROCK AND OTHER DEBRIS.
9. BURLAP, TWINE AND WIRE BASKETS SHALL BE LOOSENEED AND PULLED BACK FROM THE TRUNK OF TREE AS MUCH AS POSSIBLE.
10. TREES SHALL NOT BE WATERED TO EXCESS THAT RESULTS IN SOIL SATURATION. IF SOIL BECOMES SATURATED, THE WATERING SCHEDULE SHALL BE ADJUSTED TO ALLOW FOR DRAINAGE AND ABSORPTION OF THE EXCESS WATER.
11. A 3" LAYER OF MULCH SHALL BE PROVIDED AROUND THE BASE OF THE PLANTED TREE. THE MULCH SHALL BE PULLED BACK 4" FROM THE TRUNK OF THE TREE.
12. NO PERSON(S) OR ENTITY MAY USE IMPROPER OR MALICIOUS MAINTENANCE OR PRUNING TECHNIQUES WHICH WOULD LIKELY LEAD TO THE DEATH OF THE TREE. IMPROPER OR MALICIOUS TECHNIQUES INCLUDE, BUT ARE NOT LIMITED TO, TOPPING OR OTHER UNSYMMETRICAL TRIMMING OF TREES, TRIMMING TREES WITH A BACKHOE, OR USE OF FIRE OR POISON TO CAUSE THE DEATH OF A TREE.
13. ALL BEDS TO HAVE 3" OF COMPOSTED SOIL, LIVING EARTH TECHNOLOGY, OR APPROVED EQUAL TO A DEPTH OF 3" MINIMUM.
14. ALL PLANT BEDS SHALL BE TOP-DRESSED WITH A MINIMUM OF 3 INCHES OF HARDWOOD OR OTHER MULCH.
15. TREES OVERHANGING WALKS AND PARKING SHALL HAVE A MINIMUM CLEAR TRUNK HEIGHT OF 7 FEET. TREES OVERHANGING PUBLIC STREET PAVEMENT DRIVE AISLES AND FIRE LANES SHALL HAVE A MINIMUM CLEAR TRUNK HEIGHT OF 14 FEET.
16. A VISIBILITY TRIANGLE MUST BE PROVIDED AT ALL INTERSECTIONS. SHRUBS ARE NOT TO EXCEED 30 INCHES IN HEIGHT. TREES SHALL HAVE A MINIMUM CLEAR TRUNK HEIGHT OF 7 FEET AT TIME OF PLANTING.
17. TREES PLANTED ON A SLOPE SHALL HAVE THE SOIL STAIN AT THE AVERAGE GRADE OF SLOPE.
18. NO SHRUBS SHALL BE PERMITTED WITHIN AREAS LESS THAN 3 FEET IN WIDTH. ALL BEDS LESS THAN 3 FEET IN WIDTH SHALL BE GRASS, GROUNDCOVER OR SOME TYPE OF FIXED PAVING.
19. THE OWNER, TENANT, AND/OR THEIR AGENTS, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE, ESTABLISHMENT, AND PERMANENCE OF PLANT MATERIAL. ALL LANDSCAPING SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE, BUT NOT LIMITED TO, MOWING, EDGING, PRUNING, FERTILIZING, WATERING, AND OTHER ACTIVITIES NECESSARY FOR THE MAINTENANCE OF LANDSCAPED AREAS.
20. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR. PLANT MATERIAL THAT IS DAMAGED, DESTROYED, OR REMOVED SHALL BE REPLACED WITH PLANT MATERIAL OF SIMILAR SIZE AND VARIETY WITHIN 30 DAYS UNLESS OTHERWISE APPROVED IN WRITING BY THE TOWN OF FLOWER MOUND.
21. LANDSCAPE AND OPEN AREAS SHALL BE KEPT FREE OFF TRASH, LITTER AND NEEDS.
22. AN AUTOMATIC IRRIGATION SYSTEM SHALL BE PROVIDED TO IRRIGATE ALL LANDSCAPE AREAS. OVERSPRAY ON STREETS AND WALKS IS PROHIBITED. A PERMIT FROM THE BUILDING INSPECTION DEPARTMENT IS REQUIRED FOR EACH IRRIGATION SYSTEM.
23. NO PLANT MATERIAL SHALL BE ALLOWED TO ENCROACH ON RIGHT-OF-WAY, SIDEWALKS OR EASEMENTS TO THE EXTENT THAT THE VISION OR ROUTE OF TRAVEL FOR VEHICULAR, PEDESTRIAN, OR BICYCLE TRAFFIC IS IMPEDED.
24. NO PLANTING AREAS SHALL EXCEED 3:1 SLOPE. 3' HORIZONTAL TO 1' VERTICAL.
25. EARTHEN BERMS SHALL NOT INCLUDE CONSTRUCTION DEBRIS. CONTRACTOR MUST CORRECT SLIPPAGE OR DAMAGE TO THE SMOOTH FINISH GRADE OF THE BERM PRIOR TO ACCEPTANCE.
26. ALL WALKWAYS SHALL MEET A.D.A. AND T.A.S. REQUIREMENTS.
27. CONTACT TOWN OF FLOWER MOUND'S PLANNING DEPARTMENT AT FOR LANDSCAPE INSPECTION. NOTE LANDSCAPE INSTALLATION MUST COMPLY WITH APPROVED LANDSCAPE PLANS PRIOR FINAL ACCEPTANCE BY THE TOWN OF FLOWER MOUND AND/OR OBTAINING A CERTIFICATE OF OCCUPANCY.
28. FINAL INSPECTION AND APPROVAL OF SCREENING WALLS, IRRIGATION AND LANDSCAPE IS SUBJECT TO ALL PUBLIC UTILITIES, INCLUDING BUT NOT LIMITED TO MANHOLES, VALVES, WATER METERS, CLEANOUTS AND OTHER APPURTENANCES, TO BE ACCESSIBLE, ADJUSTED TO GRADE AND TO THE TOWN OF FLOWER MOUND'S PUBLIC WORKS DEPARTMENT STANDARDS.
29. PRIOR TO CALLING FOR A LANDSCAPE INSPECTION, CONTRACTOR IS RESPONSIBLE FOR MARKING ALL MANHOLES, VALVES, WATER METERS, CLEANOUTS AND OTHER UTILITY APPURTENANCES WITH FLAGGING FOR FIELD VERIFICATION BY THE PUBLIC WORKS DEPARTMENT.

PLANTING SCHEDULE

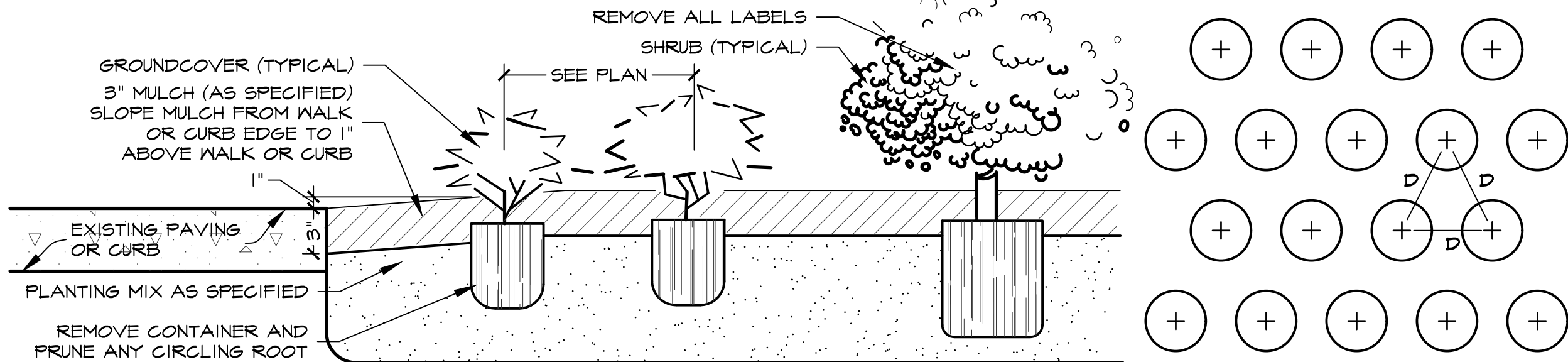
SYMBOL	COMMON/BOTANICAL NAME	SIZE	SPACING	QUANTITY	REMARKS
SO	SHUMARD OAK (OR SIMILAR NATIVE SP.) QUERCUS SHUMARDII	3" GALIPER	AS SHOWN	33	5' MINIMUM SPREAD; MINIMUM 8' HEIGHT; FULL ROUNDED HEAD 6' MINIMUM BRANCHING HEIGHT; NURSERY GROWN,
CE	CEDAR ELM (OR SIMILAR NATIVE SP.) ULMUS CRASSIFOLIA	3" GALIPER	AS SHOWN	36	4' MINIMUM SPREAD; MINIMUM 6' HEIGHT; 2" MIN. CAL.; FULL HEAD NURSERY GROWN
CO	CHINKAPIN OAK (OR SIMILAR NATIVE SP.) QUERCUS MUEHLENBERGII	3" GALIPER	AS SHOWN	41	5' MINIMUM SPREAD; MINIMUM 8' HEIGHT; FULL ROUNDED HEAD 6' MINIMUM BRANCHING HEIGHT; NURSERY GROWN,
P	PEGAN (OR SIMILAR NATIVE SP.) CARTA ILLINOINENSIS	3" GALIPER	AS SHOWN	41	5' MINIMUM SPREAD; MINIMUM 8' HEIGHT; FULL ROUNDED HEAD 6' MINIMUM BRANCHING HEIGHT; NURSERY GROWN,
	YALPON HOLLY (OR SIMILAR NATIVE SP.) ILEX VOMITORIA	30 GALLON	AS SHOWN	5	FULL PLANTS
	MEXICAN PLUM (OR SIMILAR NATIVE SP.) PRUNUS MEXICANA	30 GALLON	AS SHOWN	28	FULL PLANTS
	TEXAS SAGE LEUCOPHYLLUM FRUTESCENS	5 GALLON	AS SHOWN	54	FULL PLANTS
	PURPLE DIAMOND LOROPETALUM LOROPETALUM CHINENSIS 'PURPLE DIAMOND'	5 GALLON	AS SHOWN	27	FULL PLANTS
	SOFT LEAF YUCCA YUCCA RECURVIFOLIA	3 GALLON	AS SHOWN	46	FULL PLANTS
	RUSSIAN SAGE PEROVSKIA ATRIPLIGIFOLIA	3 GALLON	24" O.C.	324	FULL PLANTS
	PENNISETUM 'LITTLE BUNNY' PENNISETUM ALOPECUROIDES 'LITTLE BUNNY'	1 GALLON	24" O.C.	881	FULL PLANTS
	LITTLE BLUESTEM GRASS SCHIZACHYRIUM SCOPARIUM	1 GALLON	24" O.C.	240	FULL PLANTS
	GULF MUHLY MUHLENBERGIA CAPILLARIS	1 GALLON	36" O.C.	280	FULL PLANTS
	NATIVE SUN TURFGRASS	HYDROMULCH SEED	SQUARE FEET	541,875	100% DENSITY
	DECOMPOSED GRANITE	4" DEPTH	SQUARE FEET	2,466	PLACE WITHIN BENDABOARD EDGING; FILTER FABRIC BENEATH
	BENDABOARD EDGING	4" BOARD	LINEAR FEET	1,200	EDGE BEDS

STREET BUFFER TREES				
STANDARD	STREET FRONTAGE (LINEAR FEET)	CLASSIFICATION	REQUIRED	PROVIDED
1 PER 25 L.F.	CROSS TIMBERS (F.M. 1171) = 1,265 L.F.	SCENIC ROADWAY	51 - 3" CAL. NATIVE SPECIES TREES = 153" TOTAL CAL.	51 - 3" CAL. NATIVE SPECIES TREES = 153" TOTAL CAL.
1 PER 30 L.F.	WALSINGHAM DRIVE = 1,190 L.F.	RURAL COLLECTOR	40 - 3" CAL. NATIVE SPECIES TREES = 120" TOTAL CAL.	40 - 3" CAL. NATIVE SPECIES TREES = 120" TOTAL CAL.
1 PER 30 L.F.	SCENIC DRIVE = 1,146 L.F.	RURAL COLLECTOR COUNTRY ROADWAY	39 - 3" CAL. NATIVE SPECIES TREES = 117" TOTAL CAL.	39 - 3" CAL. NATIVE SPECIES TREES = 117" TOTAL CAL.



3 TYPICAL BED EDGING DETAIL

NOT TO SCALE



2 SHRUB AND GROUNDCOVER PLANTING DETAIL

NOT TO SCALE

LANDSCAPE PROVIDED

CROSS TIMBERS (SCENIC ROADWAY)

- A. MINIMUM FIFTY (50) FOOT LANDSCAPE BUFFER YARD PROVIDED
- B. WOOD SCREENING FENCE PROVIDED
- C. 1-3" CAL. NATIVE CANOPY TREE / 25 LF OF LANDSCAPE EDGE 1,265 LF OF FRONTAGE / 25 LF = 51 - 3" CAL. TREES REQUIRED. PROVIDED: 51 - 3" CALIPER TREES IN ODD NUMBER DRIFTS

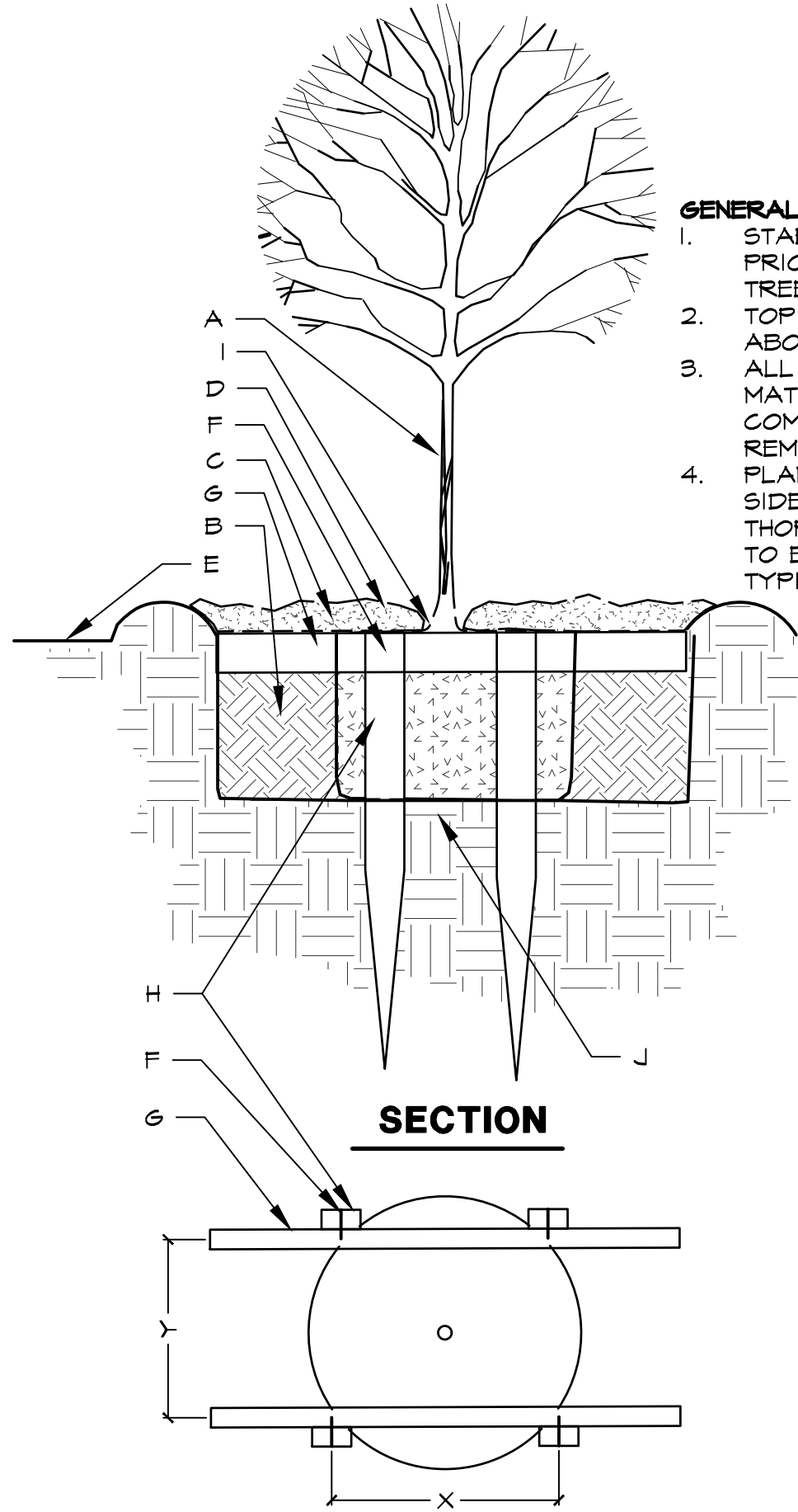
WALSINGHAM DRIVE (RURAL CONNECTOR)

- A. MINIMUM FIFTY (25) FOOT LANDSCAPE BUFFER YARD PROVIDED
- B. WOOD SCREENING FENCE PROVIDED
- C. 1-3" CAL. NATIVE CANOPY TREE / 30 LF OF LANDSCAPE EDGE 1,190 LF OF FRONTAGE / 25 LF = 40 - 3" CAL. TREES REQUIRED. PROVIDED: 40 - 3" CALIPER TREES IN ODD NUMBER DRIFTS

SCENIC DRIVE (RURAL COLLECTOR COUNTRY ROADWAY)

- A. MINIMUM FIFTY (15) FOOT LANDSCAPE BUFFER YARD PROVIDED
- B. WOOD SCREENING FENCE PROVIDED
- C. 1-3" CAL. NATIVE CANOPY TREE / 30 LF OF LANDSCAPE EDGE 1,146 LF OF FRONTAGE / 25 LF = 39 - 3" CAL. TREES REQUIRED. PROVIDED: 39 - 3" CALIPER TREES IN ODD NUMBER DRIFTS

ALL LANDSCAPE AND TRAIL IMPROVEMENTS ALONG THE SOUTHERN PORTION OF WALSINGHAM DR. TO BE INSTALLED PER APPROVED LANDSCAPE AND HARDSCAPE PLANS FOR TOWNLAKE PHASE II, RC16-0014.



SECTION

PLAN VIEW

4 TREE PLANTING

NOT TO SCALE

PLAN REVIEW REVISIONS	BY	DATE

Submittal 11-19-2021

One Inch

Hardscape Details

Townlake, Ph. 5

Town of Flower Mound, Denton County, Texas



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

1. ANY YIELDS OR CUTS TO BE GROUND SMOOTH AND REFINISHED TO MATCH. CONTRACTOR TO SELECT WELDING MATERIALS AND TECHNIQUES TO ENSURE THAT FINISHED WELDS LOOK & WEATHER AT SAME RATE.
2. ALL TUBULAR POST & RAILS OR BARS TO HAVE 16 GAUGE INTERNAL THICKNESS UNLESS OTHERWISE NOTED.
3. CONTRACTOR TO FIELD VERIFY INSTALLATION OF EACH POST & RAIL PATTERN WITH LANDSCAPE ARCHITECT PRIOR TO FINAL ATTACHMENT.
4. ALL STONE TO BE OKLAHOMA MULTI COLOR CHOPPED OR APPROVED EQUAL. PROVIDE ALTERNATE FOR LEUDERS LIMESTONE ROUGH HEWN AND ROUGHBACK STONE; COLOR TO BE DETERMINED.
5. DEEP RAKE ALL MORTAR JOINTS. COLOR TO BE DETERMINED.
6. ALL METAL TO BE CORTEN STEEL UNLESS OTHERWISE NOTED. PROVIDE ALTERNATE FOR WEATHERED STEEL.
7. ALL WOOD MATERIAL SHALL BE CEDAR - #2 GRADE OR BETTER. 3. THE CONTRACTOR IS RESPONSIBLE FOR ALL NECESSARY AND REASONABLE PERMITS AND INSPECTIONS. CONSTRUCTION SHALL BE IN ACCORDANCE WITH Town of Florence Mound CODES AND REQUIREMENTS. CONTRACTOR TO FINISH WOOD WITH STANDARD PAINTS, INC. WOOD DEFENDER SEMI-TRANSPARENT FENCE STAIN. COLOR TO BE DETERMINED.

1. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIMSELF FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPES, AND STRUCTURES EITHER SHOWN OR NOT SHOWN ON THE PLANS. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY AND ALL DAMAGE TO DAMAGE OR REPLACEMENT OF SAID UTILITIES AND STRUCTURES CAUSED BY HIS FORCES.
2. ALL CONCRETE USED IN FOOTINGS AND PIERS SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI @ 28 DAYS. CONCRETE USED IN COLUMNS SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI @ 28 DAYS.
3. ALL REINFORCING SHALL BE NEW BILLET STEEL, ASTM A615, GRADE 60 EXCEPT STIRRUPS SHALL BE GRADE 40 AND SPIRALS SHALL BE ASTM A602, GRADE 60.
4. CONCRETE FOR DRILLED PIERS SHALL BE POURED WITHIN 8 HOURS OF PLACING THE HOLES.
5. REFER TO DETAILS FOR TYPE AND SIZE OF BRICK AND STONE WALL REINFORCING.
6. ALL MORTAR TO BE TYPE S. MORTAR COLOR SHALL BE APPROVED BY OWNER PRIOR TO ORDERING MATERIAL. MASONRY CEMENT WILL NOT BE USED.
7. ALL MORTAR JOINTS ARE TO BE 3/8" CONCAVE TOOLED JOINTS.
8. BRICK CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE BRICK INSTITUTE OF AMERICA.
9. BRICK MATERIAL, IF NOT SPECIFIED ON PLANS OR DETAILS, SHALL BE SELECTED BY THE OWNER PRIOR TO CONSTRUCTION.
10. VERIFY ALL DIMENSIONS IN THE FIELD BEFORE MANUFACTURING CAST-STONE.
11. THE CONTRACTOR IS RESPONSIBLE FOR ALL REQUIRED PERMITS, APPLICABLE FEES, AND CITY INSPECTIONS.
12. LAYOUT OF THE PROPOSED SCREENING WALL SHALL BE PERFORMED IN THE FIELD BY THE OWNER'S REPRESENTATIVE AND THE CONTRACTOR PRIOR TO BEGINNING CONSTRUCTION.
13. THE STONE MATERIAL AND PATTERN, IF NOT SPECIFIED ON PLANS OR DETAILS, SHALL BE SELECTED BY THE OWNER PRIOR TO CONSTRUCTION.
14. LAY STONE COURSES LEVEL AND PLUMB. DO NOT EXCEED 1/4" VARIATION PER 10 FEET.
15. CLEAN STONEMWORK PROMPTLY AFTER COMPLETION WITH FIBER BRUSHES, CLEAN WATER OR APPROVED CLEANING AGENT. DO NOT USE WIRE BRUSHES OR ACID TYPE CLEANING AGENTS.
16. THE CONTRACTOR SHALL PROVIDE A 4' X 4' MOCKUP OF THE STONE AND BRICKWORK WALL FOR THE OWNERS REVIEW PRIOR TO BEGINNING THE STONE WORK. THE APPROVED "MOCKUP" SHALL SERVE AS THE STANDARD FOR THE STONE WORK ON THE PROJECT.

1. MORTAR SHALL BE TYPE S WITH WELL GRADED SAND
2. BRICK PANEL REINFORCING WIRE SHALL BE 1/4 INCH CENTER
CENTER 4 GAGE NOT DIPPED GALVANIZED JOINT REINFORCING AT
SPECIFIED JOINT SPACING.
3. GRAVEL SHALL BE GRAVEL AND PORTLAND CEMENT MIX.
GROUT SHALL BE VIBRATED TO ASSURE ALL VOIDS ARE FILLED.
BRICK SHALL BE GRADE SN (SEVERE WEATHERING) RATED BRICK.
4. CONCRETE FOR PIERS AND MOW STRIP SHALL BE 3000 PSI
COMPRESSIVE STRENGTH NORMAL HEIGHT PORTLAND MIX CONCRETE
5. REINFORCING SHALL BE 1/4 INCH DIA. DIPPED GALVANIZED JOINT
REINFORCING AT SPECIFIED JOINT SPACING.
6. SPACING BETWEEN COLUMNS SHALL NOT EXCEED 10 FEET.

1. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIMSELF FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPE AND STRUCTURES WHETHER OR NOT SHOWN ON THE PLANS. THE OWNER OR SOLE AGENT SHALL NOT BE RESPONSIBLE FOR ALL UNDERGROUND UTILITIES AND WILL BE RESPONSIBLE FOR COSTS INCURRED DUE TO DAMAGE OR REPLACEMENT OF SAID UTILITIES OR STRUCTURES CAUSED BY HIS FORCES.
2. DO NOT WILLFULLY PROCEED WITH CONSTRUCTION, AS DESIGNED, WHEN ANY OBSTACLES, OBSTRUCTIONS OR CONFLICTS EXIST THAT MAY NOT HAVE BEEN KNOWN DURING DESIGN. SUCH CONDITIONS SHALL BE BROUGHT IMMEDIATELY TO THE ATTENTION OF THE LANDSCAPE ARCHITECT. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO FAILURE TO DO SO. HIGH UTILITY LINES SHALL BE IDENTIFIED BY THE CONTRACTOR.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LAYOUT OF THE PROPOSED WALLS AND COLUMNS. THE OWNER'S ENGINEER SHALL STAKE THE LOCATIONS OF THE PROPERTY, R.O.W. LINES AND EASEMENTS.
4. THE CONTRACTOR SHALL STAKE ALL OF THE FENCE AND COLUMN LOCATIONS FOR REVIEW BY THE OWNER'S REPRESENTATIVE PRIOR TO BEGINNING CONSTRUCTION. THE OWNER'S REPRESENTATIVE MAY MAKE MINOR ALTERATIONS TO THE LAYOUT AFTER STAKING AND BEFORE CONSTRUCTION AT NO ADDITIONAL COST TO THE OWNER.
5. ALL "STEPS" IN THE WALL MADE NECESSARY BY GRADE CHANGES OR EXISTING SLOPE SHALL OCCUR ONLY AT MINOR OR MAJOR COLUMNS. THE MINIMUM "STEP" AT A COLUMN SHALL BE 3" AND THE MAXIMUM "STEP" AT A COLUMN SHALL BE 6".
6. ALL ELECTRICAL WORK SHALL BE COMPLETED BY A LICENSED ELECTRICIAN AND SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE CODES AND REQUIREMENTS.
7. THE ELECTRICAL WORK SHALL INCLUDE ALL NECESSARY CONDUITS, WIRE, FITTINGS, FIXTURES TRENCHING AND OTHER NECESSARY ITEMS TO COMPLETE THE WORK.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL NECESSARY PERMITS AND CITY ACCEPTANCE.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR GRADING AS NEEDED FOR FENCE AND COLUMN INSTALLATION. THE CONTRACTOR SHALL RETURN THE SITE TO PRE-CONSTRUCTION CONDITION.

1. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIMSELF FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPES, AND STRUCTURES EITHER SHOWN OR NOT SHOWN ON THE PLANS. THE CONTRACTOR WILL BE RESPONSIBLE FOR AVOIDING AND REPAIRING OR REPLACEMENT OF SAID UTILITIES AND STRUCTURES CAUSED BY HIS FORCES.
2. ALL CONCRETE USED IN FOOTING AND PIERS SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI @ 28 DAYS.
3. THE CONTRACTOR IS RESPONSIBLE FOR ALL REQUIRED PERMITS AND CITY INSPECTIONS.
4. ALL ORNAMENTAL METAL TUBES, POSTS, RAILS AND PICKETS SHALL BE FLUSH AND FREE OF ALL DENTS, SPURS, AND SHARP EDGES AND SHALL BE INSTALLED LEVEL, PLUMB, AND SQUARE.
5. ALL CORNER AND END WELDS ALONG ALL EDGES OF FENCE MEMBERS.
6. GRIND SMOOTH ALL WELDS.
7. ALL METAL SURFACES SHALL BE PRIMED AND PAINTED WITH TWO COATS OF RUSTPROOF PAINT, COLOR TO BE FLAT BLACK. CONTRACTOR TO SUBMIT SAMPLES AS REQUIRED.
8. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL DIMENSIONS BEFORE MANUFACTURING GATES AND FENCE.
9. ALL ORNAMENTAL METAL FENCE MEMBERS ARE TO BE TUBULAR MEMBERS IN ACCORDANCE WITH ASTM 513 HOT ROLLED STRUCTURAL STEEL 50,000 PSI TENSILE STRENGTH, 50,000 PSI YIELD STRENGTH.
10. FENCE MEMBER SIZES TO BE AS FOLLOWS:
 - 10.1. PICKETS, 3/4" SQUARE 16 GA.
 - 10.2. RAILS, 1-1/2" X 1-1/2" SOLID FLAT 16 GA.
 - 10.3. POSTS, 2" SQUARE 16 GA.; SEE DETAILS
11. CONTRACTOR TO PROVIDE SHIMS FOR ALL FENCE GATES AND OTHERS. SHOP DRAWINGS SHALL INCLUDE ALL PRODUCT CUT SHEETS AS WELL AS INSTALLATION AND MANUFACTURING DETAILS. CONTRACTOR TO BE RESPONSIBLE FOR STRUCTURAL DESIGN OF GATES.
12. CONCRETE FOOTING FOR POSTS SHALL BE MINIMUM 4X8 POST.
13. GATES SHALL BE PLACED AT A MINIMUM DISTANCE OF 6'-0" OC AND A MAXIMUM DISTANCE OF 2'-0" OC.

1. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIMSELF FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPES, AND STRUCTURES EITHER SHOWN OR NOT SHOWN ON THE PLANS. THE CONTRACTOR WILL BE RESPONSIBLE FOR AND MUST INCLUDE THE COST TO DAMAGE OR REPAIR ANY OF THE SAID UTILITIES AND STRUCTURES CAUSED BY HIS FORCES. VERIFY LOCATION OF ALL UTILITIES WITH THE TOWN AND VARIOUS UTILITY COMPANIES BEFORE DRILLING PIERS.
2. ALL CONCRETE USED IN FOOTINGS SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI @ 28 DAYS.
3. THE CONTRACTOR IS RESPONSIBLE FOR ALL NECESSARY AND REQUIRED PERMITS AND INSPECTIONS. CONSTRUCTION SHALL BE IN ACCORDANCE WITH TOWN OF FLOWER MOUND CODES AND REQUIREMENTS.
4. WOOD MATERIAL FOR FENCE
 - 4.1. STRINGERS- CEDAR, #2 GRADE OR BETTER.
 - 4.2. PICKETS- CEDAR, #2 GRADE OR BETTER.
 - 4.3. CAPS- CEDAR, #2 GRADE OR BETTER
5. ALL FENCE POST TO BE SCHEDULE 40 - GALVANIZED.
6. ALL FASTENERS, NAILS, BRACKETS, STEEL POSTS, ETC., ARE TO BE HOT DIPPED GALVANIZED.
7. ALL NAILS AND FASTENERS TO BE FASTENED TO THE RAILS USING GALVANIZED SCREWS, STAPLES AND/OR NAILS WILL NOT BE ALLOWED. SCREEN WITHOUT SPLITTING MEMBERS; DRILL PILOT HOLES IF NECESSARY. ALL SPLIT MEMBERS WILL BE REQUIRED TO BE REPLACED AT NO ADDITIONAL COST TO THE OWNER.
8. AC CUT, FIT FASTEN MEMBERS, MAKE PLUMB, LEVEL, TRUE, AND RIGID. DO NOT SPLICE INDIVIDUAL FRAMING MEMBERS BETWEEN SUPPORTS. ERECT FACES OF FRAMING MEMBERS IN STRAIGHT EVEN PLANES TO RECEIVE FINISH MATERIALS. INSTALL STRINGERS WITH BOTTOM EDGES FREE OF DEFECTS. ALL EXPOSED FINISHED JOINTS BE FREE OF ALL MARKS, STAMPS, DIRT, LOOSE FIBERS FROM ALL WOOD SURFACES.
9. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS.

CAST-IN-PLACE CONCRETE

1. ALL CONCRETE SHALL BE 3000 PSI, NORMAL WEIGHT, 28 DAY STRENGTH WITH A 4 TO 6 INCH SLUMP. THE CEMENT SHALL BE TYPE I AND SHALL CONFORM TO ASTM C150. AGGREGATES SHALL CONFORM TO ASTM C33.
2. ALL MIXING, TRANSPORTING, PLACING, AND CURING OF CONCRETE SHALL COMPLY WITH ACI 318.
3. CONCRETE SHALL NOT BE PLACED IN RAINING OR FREEZING WEATHER.
4. CHLORIDES SHALL NOT BE USED.
5. MAXIMUM AGGREGATE SIZE = 1".

CONCRETE REINFORCING STEEL

1. ALL REINFORCEMENT SHALL CONFORM TO ASTM A615 60 GRADE AND DEFORMED PER ASTM A305. PROVIDE 38 BAR DIAMETER LAP SPLICES FOR ALL CONTINUOUS BARS UNLESS NOTED OTHERWISE.
2. PROVIDE THE FOLLOWING CLEAR COVER FOR CAST-IN-PLACE REINFORCEMENT:

CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO THE EARTH.	3"
CONCRETE EXPOSED TO EARTH OR WEATHER, NO.5 BAR AND SMALLER.	1 1/2"
CONCRETE EXPOSED TO EARTH OR WEATHER, NO.6 THROUGH NO.10 BARS.	2"
CONCRETE NOT EXPOSED TO WEATHER OR IN CONTACT WITH THE GROUND.	3/4"

3. ALL REINFORCING STEEL SHALL BE CLEAN AND FREE OF GREASE

DRILLED PIERS

1. PIERS NOT SPECIFICALLY LOCATED ON THE PLAN SHALL BE CENTERED ON WALL OR PIER.
2. PIER REINFORCING AND CONCRETE SHALL BE PLACED IMMEDIATELY OR TO WITHIN A MAXIMUM OF 8 HOURS AFTER DRILLING IS COMPLETE.
3. STEEL CASING IS REQUIRED WHEN MORE THAN 2 INCHES OF STANDING WATER IS PRESENT AT THE BOTTOM OF THE SHAFTS PRIOR TO PLACEMENT OF STEEL AND CONCRETE.
4. PROVIDE 64 BAR DIAMETER LAP SPLICES IN ALL VERTICAL PIER REINFORCING AS REQUIRED.
5. PROVIDE PIER TO GRADE BEAM DOVELS TO MATCH SIZE, QUANTITY, AND LOCATION OF LONGITUDINAL PIER REINFORCING. MIN DOVEL PROJECTION INTO PIER = 30 BAR DIA. MIN DOVEL PROJECTION INTO BEAM = TOP LONGITUDINAL GRADE BEAM REINFORCING. PROVIDE STANDARD HOOK AT TERMINAL END OF DOVEL IN GRADE BEAM.

STRUCTURAL CONCRETE MASONRY UNIT

1. CONCRETE MASONRY UNITS SHALL BE HOLLOW LOAD-BEARING TYPE N-1 CONFORMING TO ASTM C90 AND HAVE A MINIMUM COMPRESSIVE STRENGTH OF 1900 PSI.
2. CONCRETE MASONRY UNITS SHALL HAVE A MINIMUM PRISM STRENGTH OF 1500 PSI AT 28 DAYS.
3. MORTAR SHALL BE ASTM C270, TYPE S, WITH A MINIMUM COMPRESSIVE STRENGTH SHALL BE IN ACCORDANCE WITH ASTM C780. MASONRY CEMENT IS PROHIBITED.
4. COARSE GROUT SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 2500 PSI AND A MAXIMUM AGGREGATE SIZE OF 1/2" IN DIAMETER WITH ASTM C476 REFER TO DETAIL FOR FILLING OF JOINTS.
5. REINFORCE HORIZONTAL JOINTS WITH 6" GANVANIZED LADDER-TYPE STEEL IN MINIMUM.
6. VERTICAL REINFORCEMENT SHALL BE SPACED AT 16" MAXIMUM. PROVIDE A 16" LAP AT SPLICES.
7. JOINT REINFORCING SHALL BE DISCONTINUOUS AT CONTROL AND EXPANSION JOINTS.
8. LAP VERTICAL REINFORCING BARS AT 12" BAR DIAMETERS.
9. HORIZONTAL REINFORCING SHALL BE 16" MAXIMUM SPACING.
10. PLACE GROUT USING LOW-VIB METHOD, 6" - 8" MAXIMUM LIFTS.

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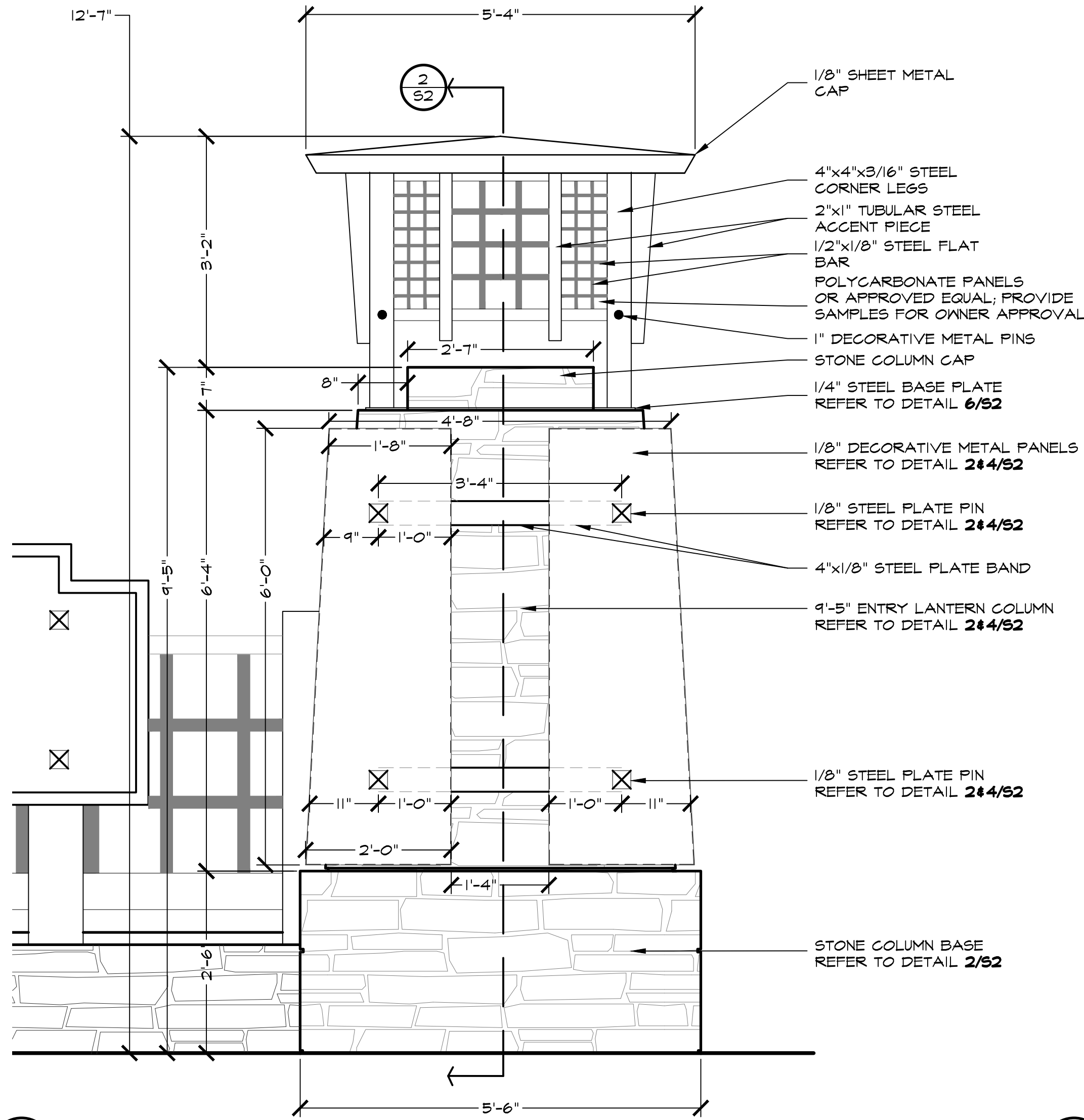
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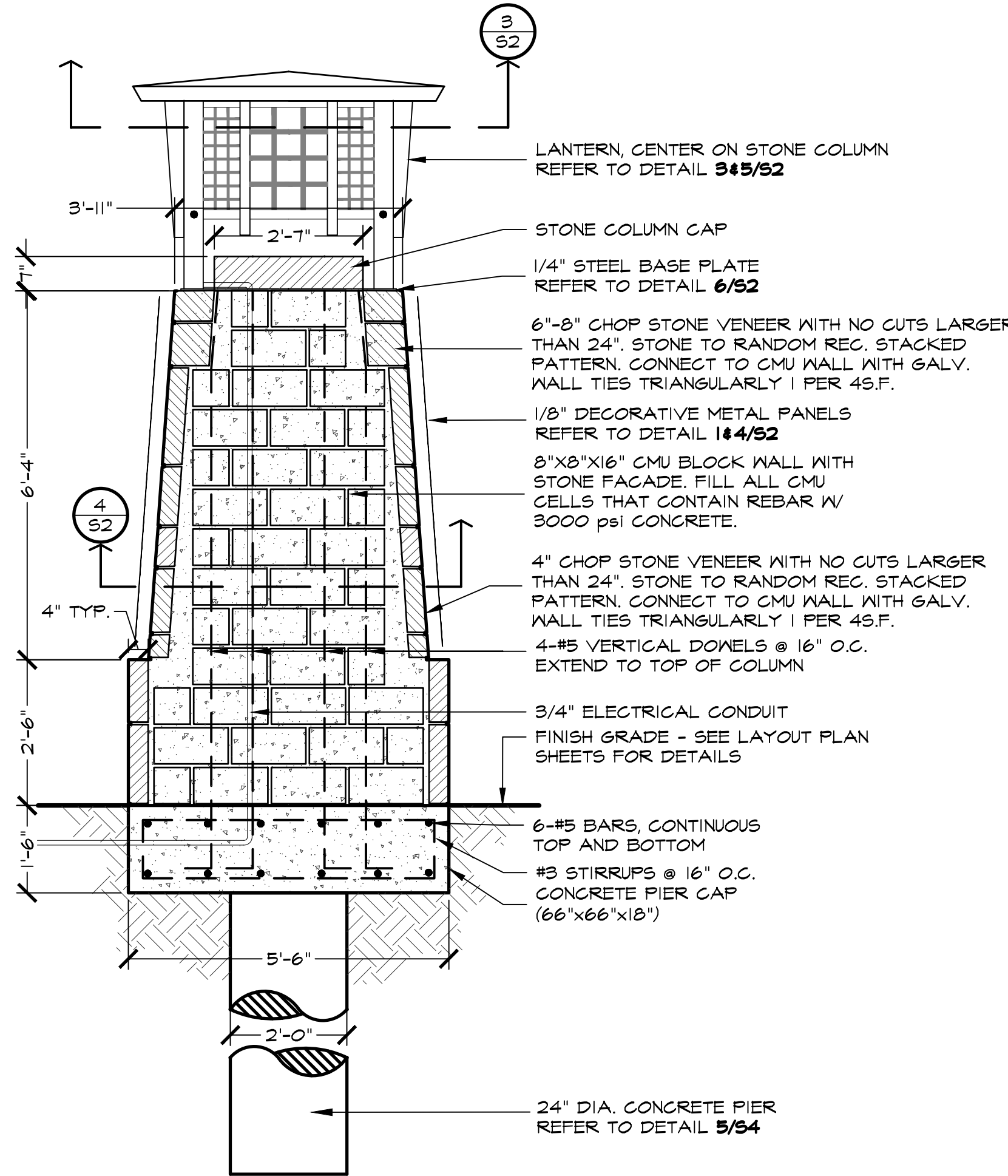
SHEET

S1

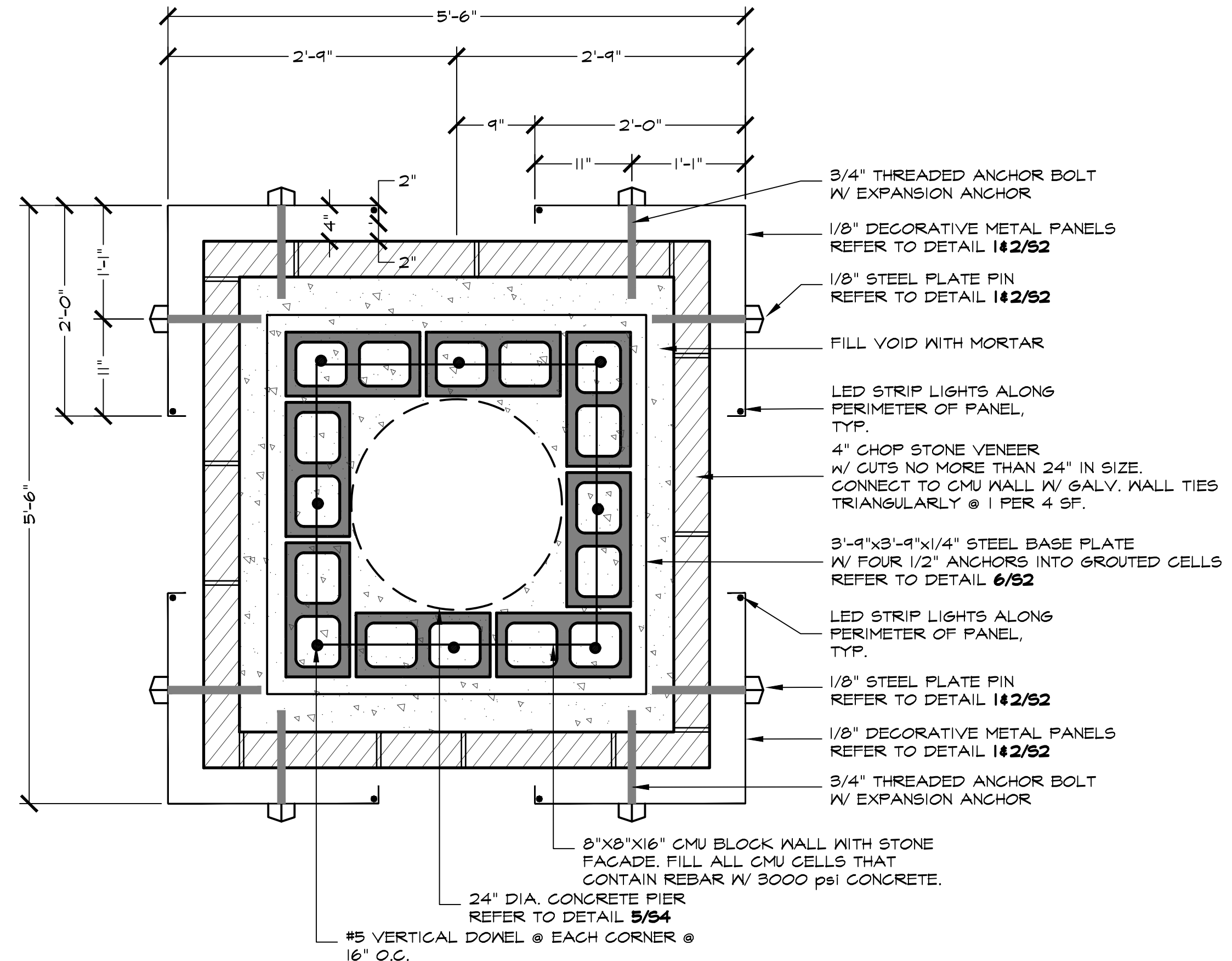
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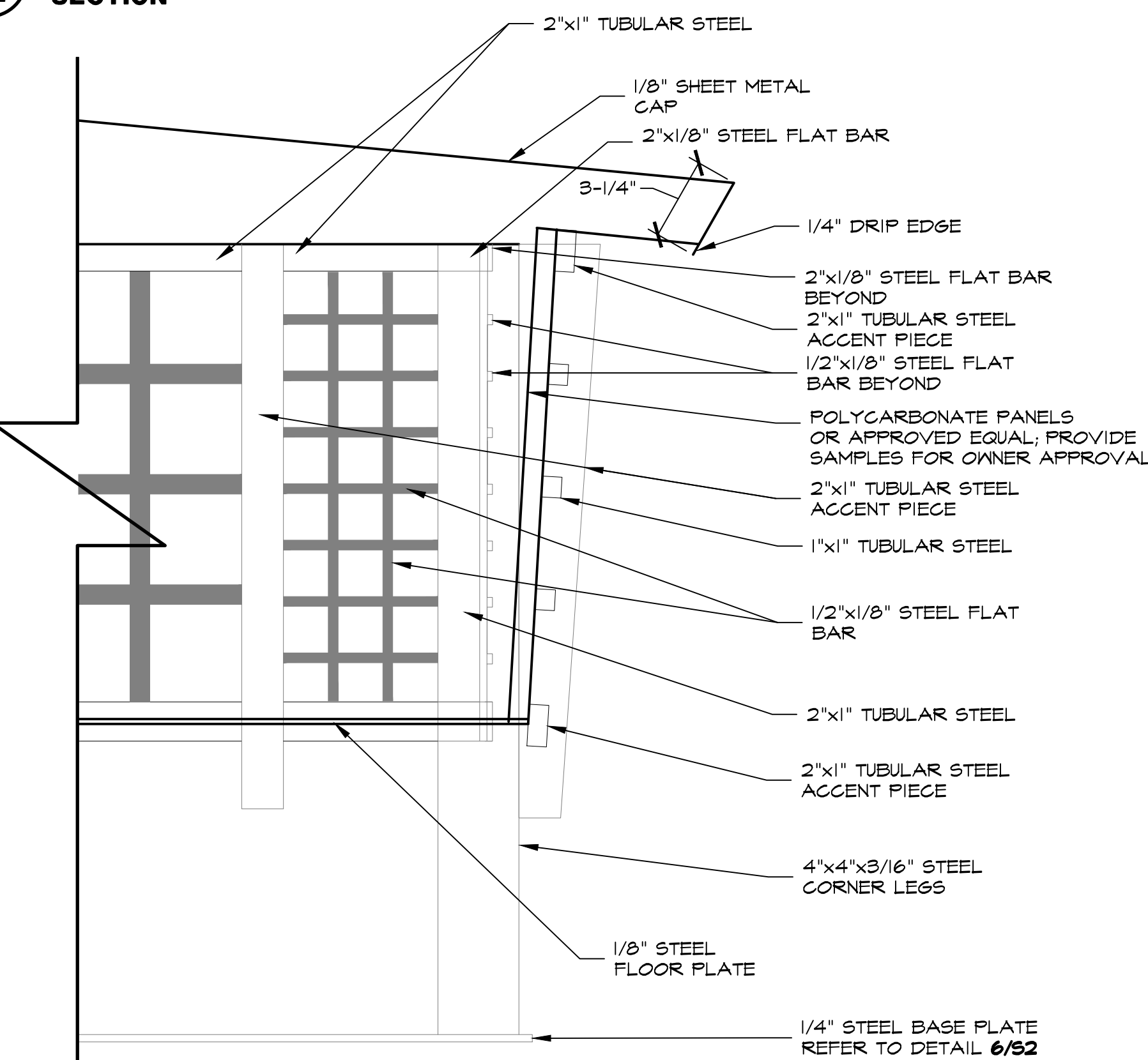
1 ENTRY LANTERN COLUMN
S2 ENLARGED ELEVATION
SCALE: 3/4" = 1'-0"



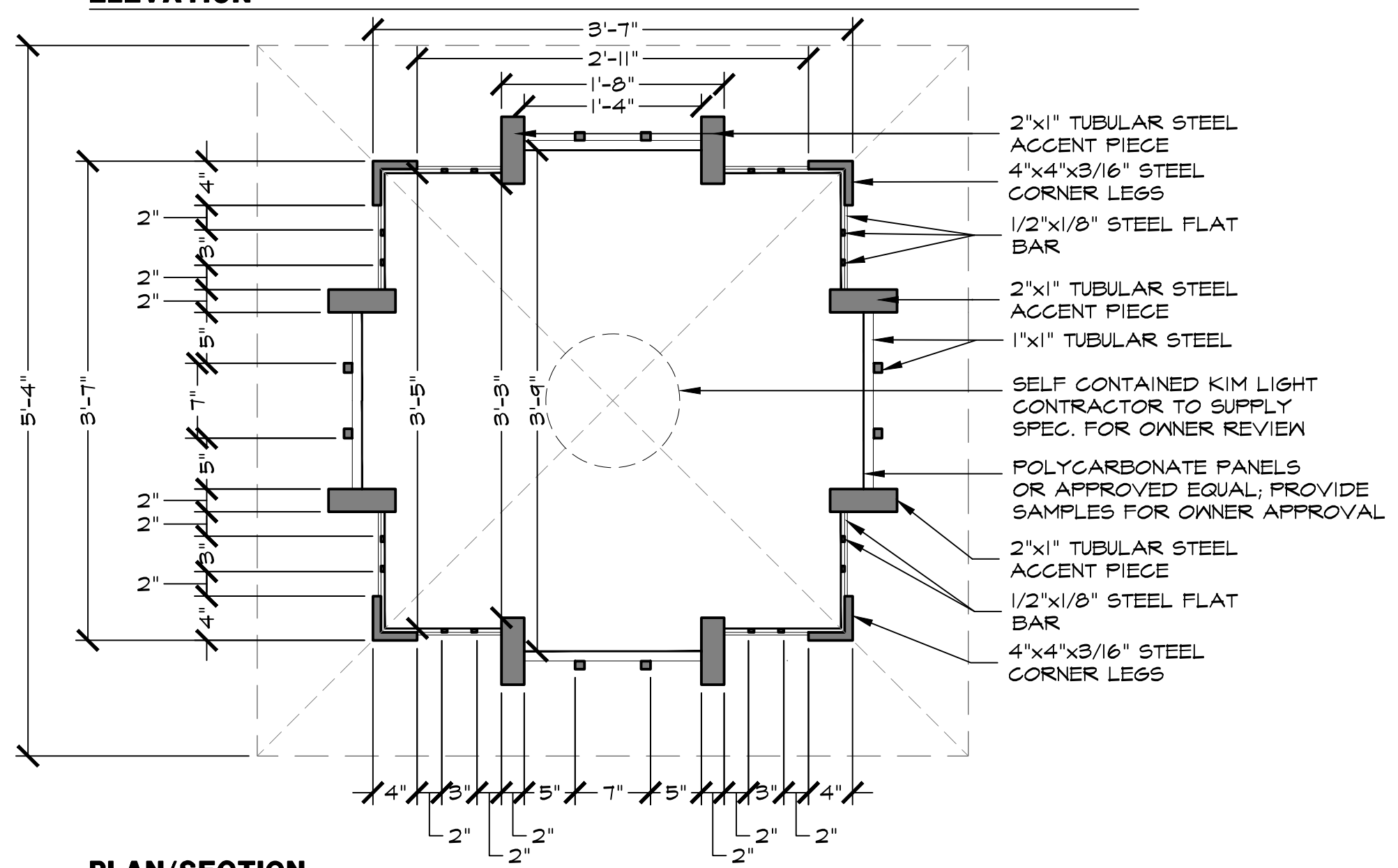
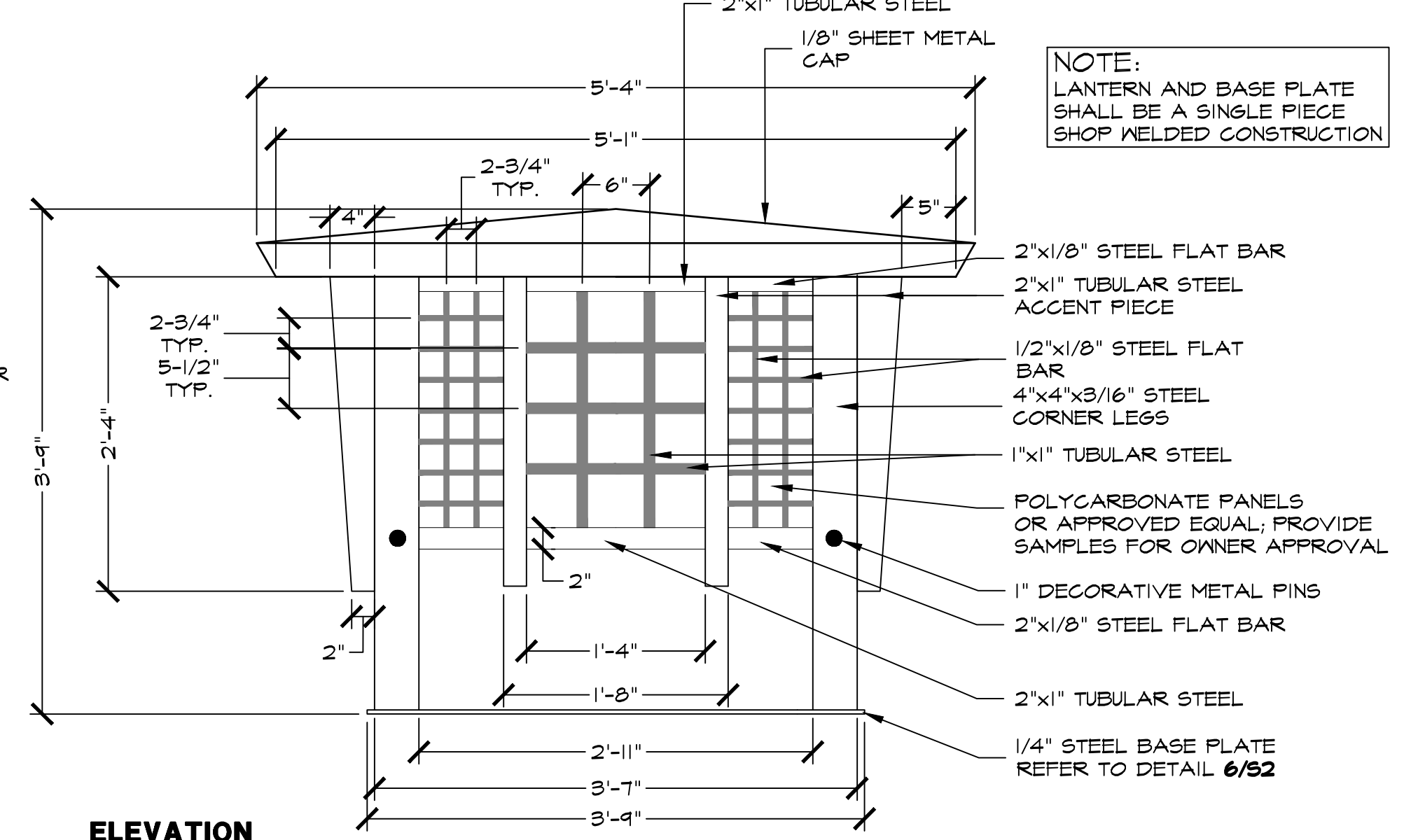
2 ENTRY LANTERN COLUMN
S2 SECTION
SCALE: 1/2" = 1'-0"



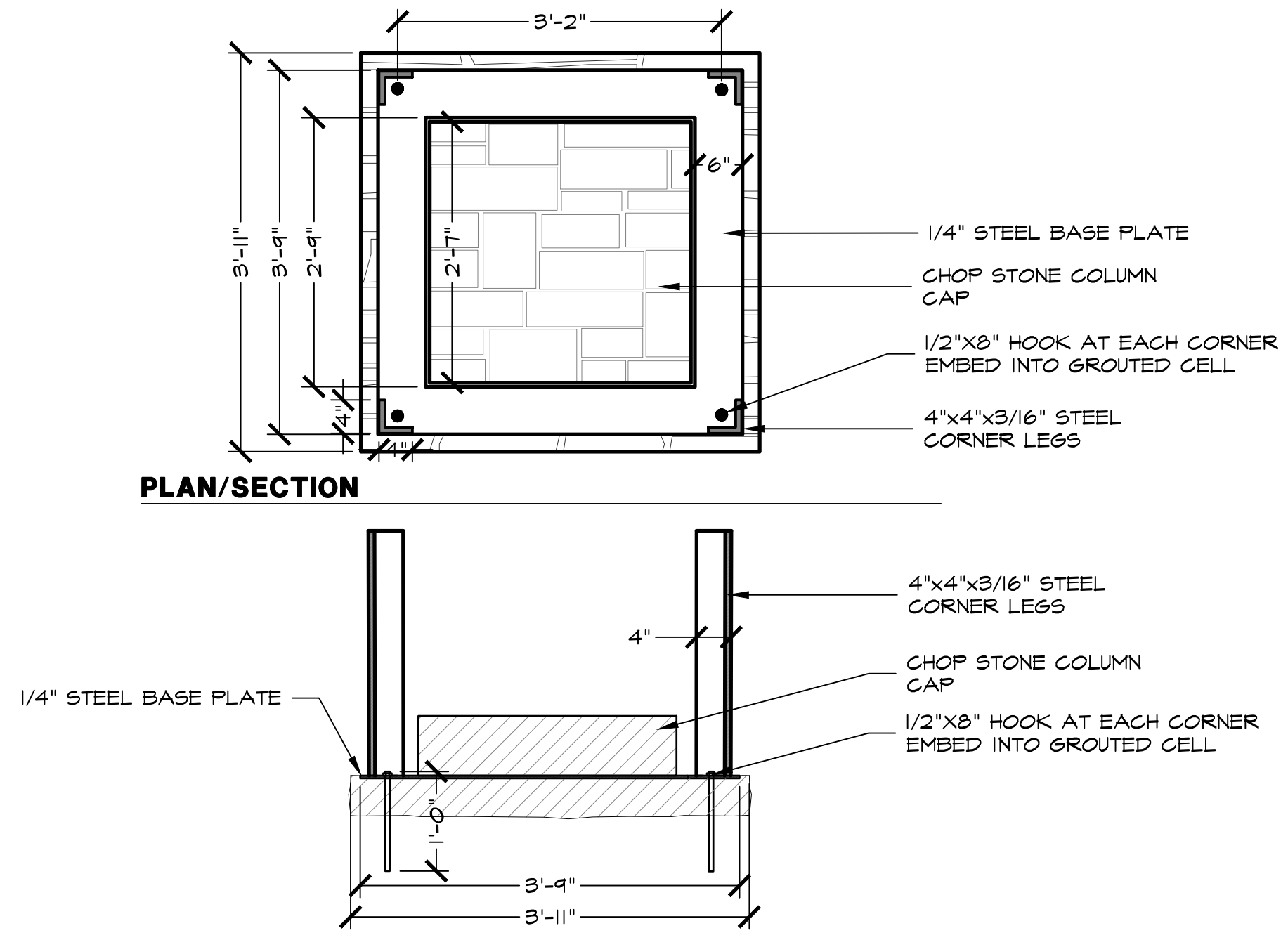
4 ENTRY LANTERN COLUMN
S2 PLAN SECTION
SCALE: 1" = 1'-0"



5 ENTRY LANTERN
S2 SECTION
SCALE: 2" = 1'-0"



3 ENTRY LANTERN
S2 ELEVATION/PLAN/SECTION
SCALE: 1" = 1'-0"

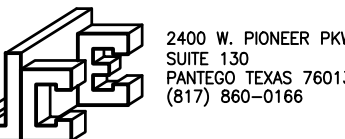


6 WELD PLATE ENLARGEMENT
S2 ELEVATION/PLAN/SECTION
SCALE: 3/4" = 1'-0"



Studio 13 Design Group, PLLC.
386 W. Main Street
Lewisville, Texas 75057
469-635-1900

TBAE Firm #BR643



JORDAN CONSULTING
ENGINEERS, INC.
TBAE Firm #4430

THESE DOCUMENTS ARE
FOR INTERIM REVIEW
ONLY AND NOT INTENDED
FOR CONSTRUCTION OR
BIDDING PURPOSES.

Submital 11-19-2021

Bar is one inch on original
drawing. If not one inch on this
sheet, adjust scale as necessary.

LANDSCAPE AND SCREENING

Hardscape Details

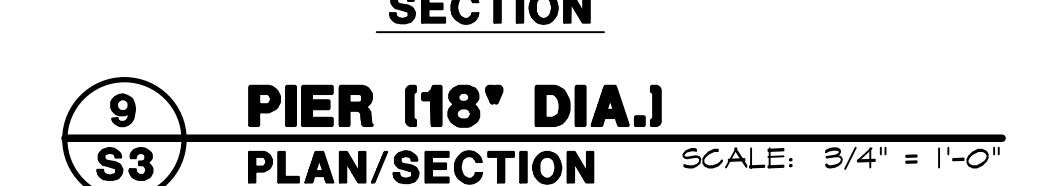
Townlake Ph.4

Town of Flower Mound, Denton County, Texas

PLAN REVIEW REVISIONS	BY	DATE
1	LWR	4-8-2019
2		
3		
4		
5		
6		
7		
8		
9		
10		

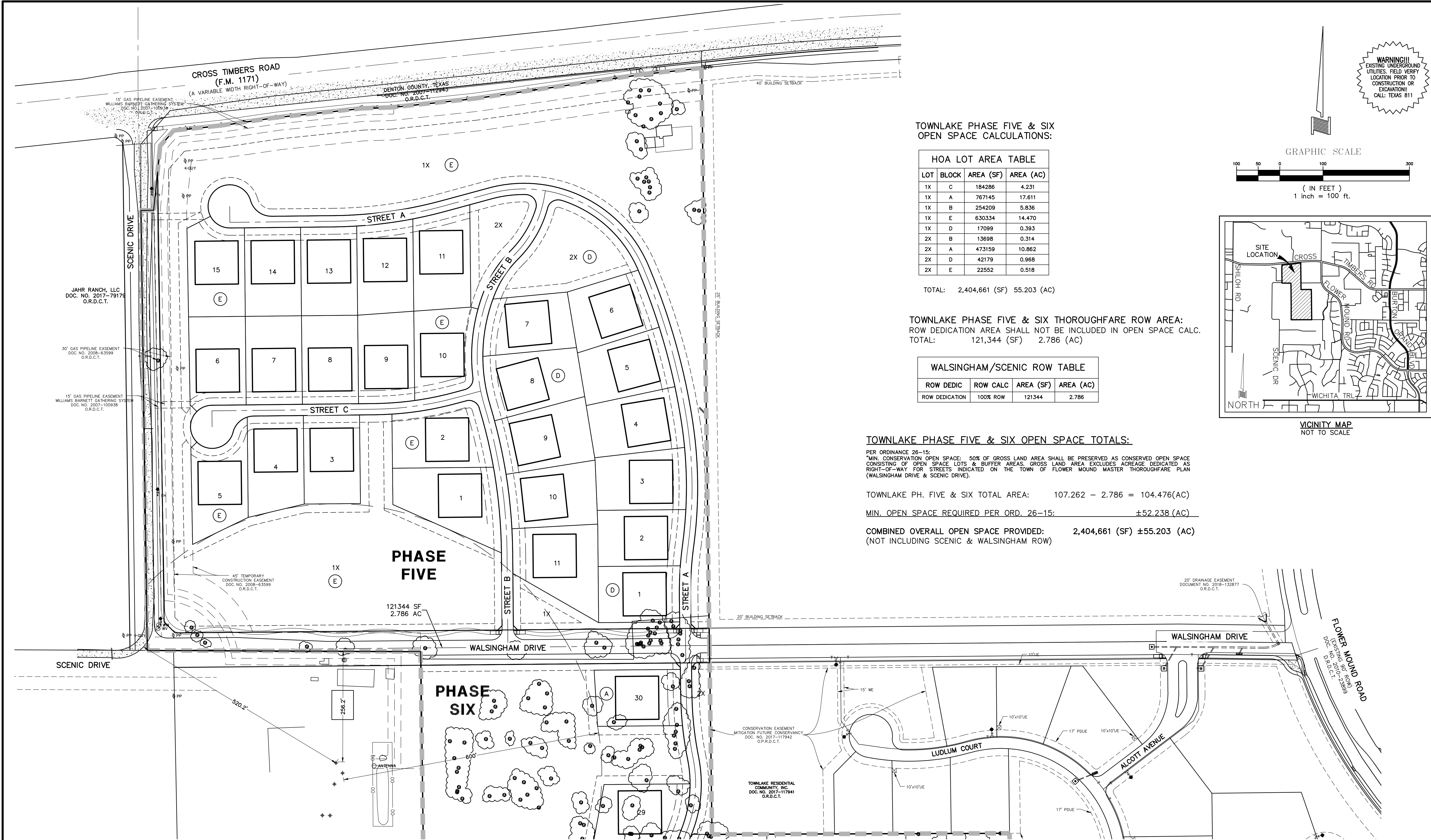
PROJECT
TBI016

SHEET
S2 of 6



PROJECT
TBI016

SHEET
S3 of 6



TOWNLAKE PHASE FIVE & SIX
OPEN SPACE CALCULATIONS:

HOA LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
1X	C	184286	4.231
1X	A	767145	17.611
1X	B	254209	5.836
1X	E	630334	14.470
1X	D	17099	0.393
2X	B	13698	0.314
2X	A	473159	10.862
2X	D	42179	0.968
2X	E	22552	0.518

TOTAL: 2,404,661 (SF) 55.203 (AC)

TOWNLAKE PHASE FIVE & SIX THOROUGHFARE ROW AREA:
ROW DEDICATION AREA SHALL NOT BE INCLUDED IN OPEN SPACE CALC.
TOTAL: 121,344 (SF) 2.786 (AC)

WALSINGHAM/SCENIC ROW TABLE			
ROW DEDIC	ROW CALC	AREA (SF)	AREA (AC)
ROW DEDICATION	100% ROW	121344	2.786

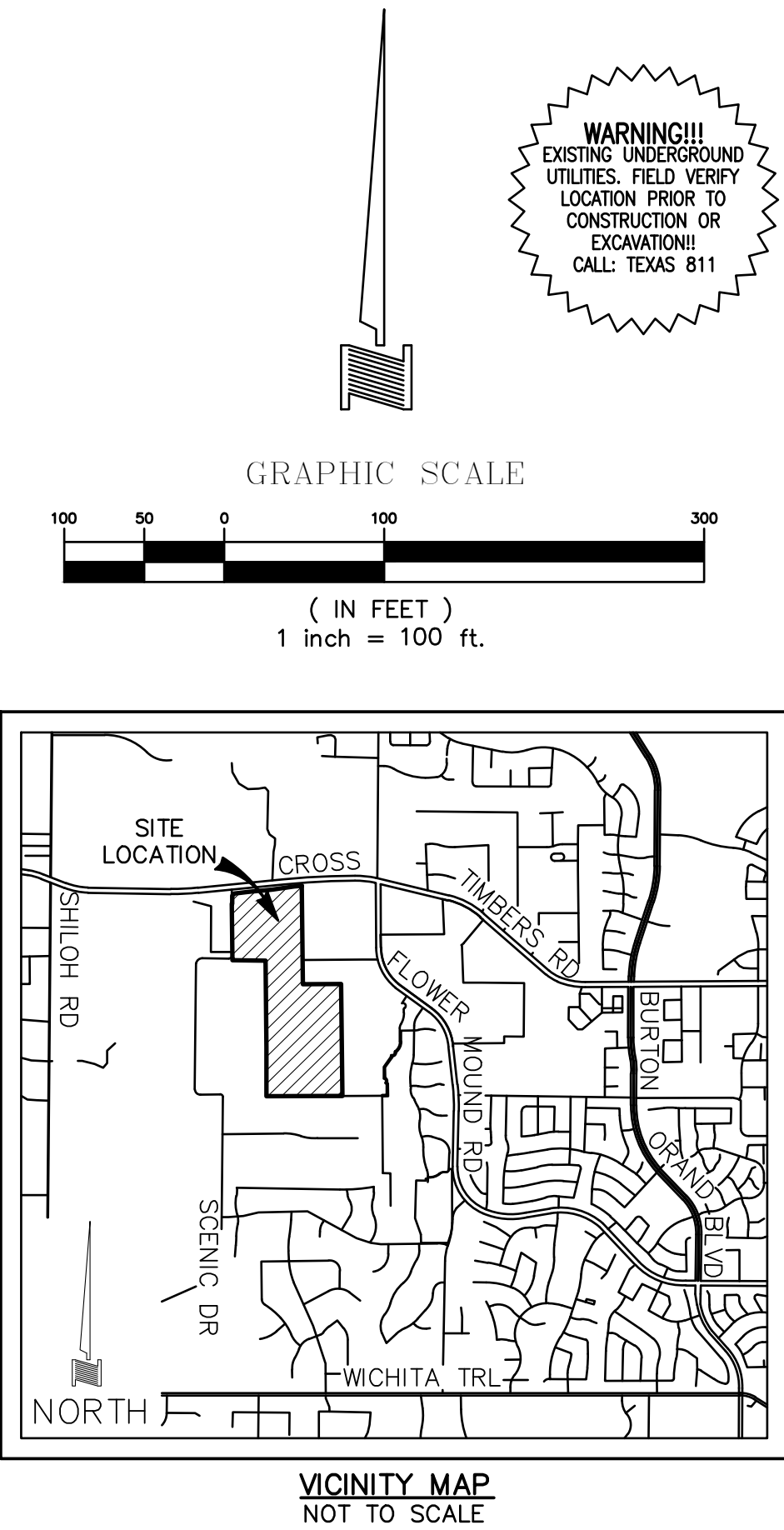
TOWNLAKE PHASE FIVE & SIX OPEN SPACE TOTALS:

PER ORDINANCE 26-15:
"MIN. CONSERVATION OPEN SPACE: 50% OF GROSS LAND AREA SHALL BE PRESERVED AS CONSERVED OPEN SPACE CONSISTING OF OPEN SPACE LOTS & BUFFER AREAS. GROSS LAND AREA EXCLUDES ACREAGE DEDICATED AS RIGHT-OF-WAY FOR STREETS INDICATED ON THE TOWN OF FLOWER MOUND MASTER THOROUGHFARE PLAN (WALSINGHAM DRIVE & SCENIC DRIVE)."

TOWNLAKE PH. FIVE & SIX TOTAL AREA: 107.262 - 2.786 = 104.476(AC)

MIN. OPEN SPACE REQUIRED PER ORD. 26-15: ±52,238 (AC)

COMBINED OVERALL OPEN SPACE PROVIDED: 2,404,661 (SF) ±55.203 (AC)
(NOT INCLUDING SCENIC & WALSINGHAM ROW)



OPEN SPACE EXHIBIT

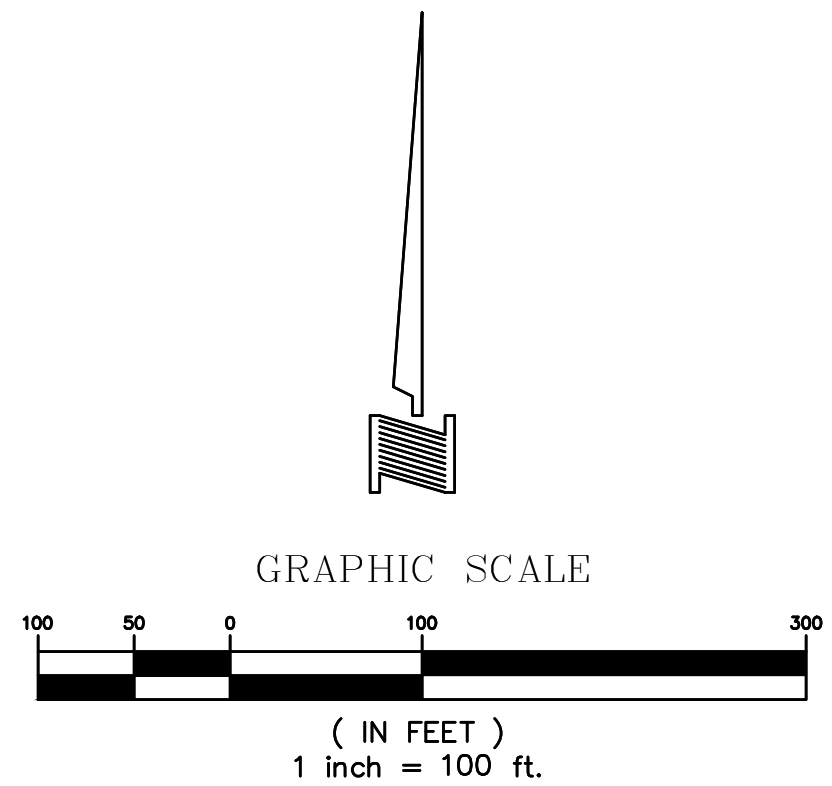
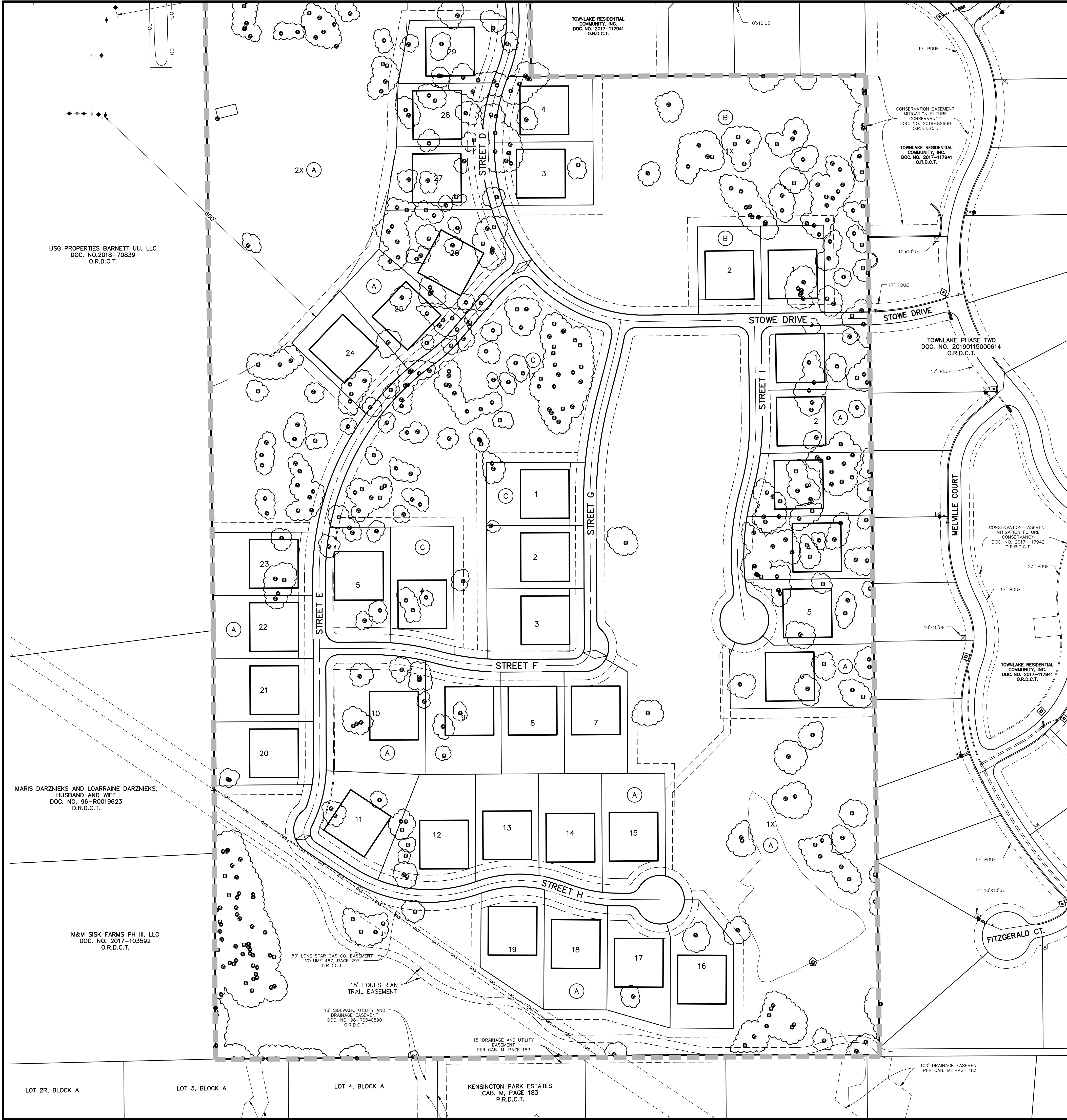
TOWNLAKE PHASE FIVE & SIX

TOWN OF FLOWER MOUND

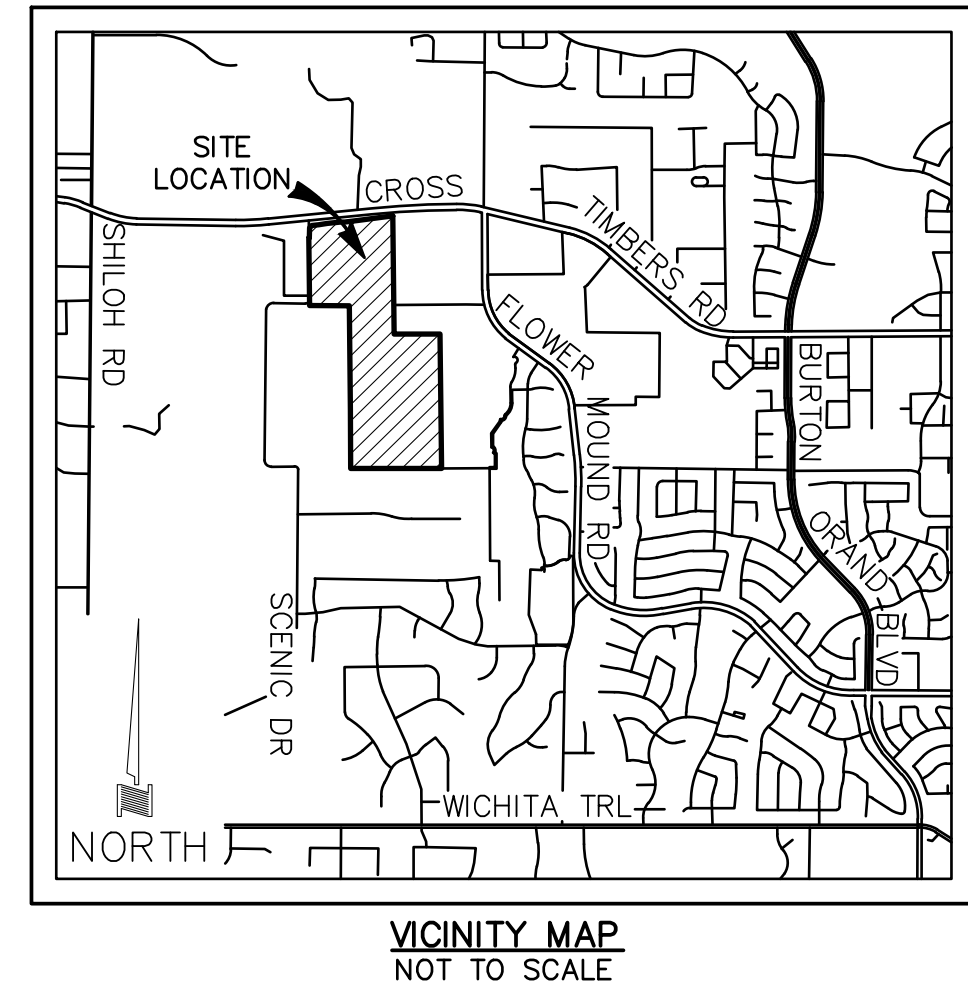
DENTON COUNTY, TX

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399

DESIGN	DRAWN	CHECKED	DATE	SCALE	JOB	SHEET
TDM	TDM	MSD	MAR 2022	1"=100'	19023	1 / 2



WARNING!!!
EXISTING UNDERGROUND
UTILITIES. FIELD VERIFY
LOCATION PRIOR TO
CONSTRUCTION OR
EXCAVATION!!
CALL: TEXAS 811



TOWNLAKE PHASE FIVE & SIX
OPEN SPACE CALCULATIONS:

HOA LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
1X	C	184286	4.231
1X	A	767145	17.611
1X	B	254209	5.836
1X	E	630334	14.470
1X	D	17099	0.393
2X	B	13698	0.314
2X	A	473159	10.862
2X	D	42179	0.968
2X	E	22552	0.518

TOTAL: 2,404,661 (SF) 55.203 (AC)

TOWNLAKE PHASE FIVE & SIX THOROUGHFARE ROW AREA:
ROW DEDICATION AREA SHALL NOT BE INCLUDED IN OPEN SPACE CALC.
TOTAL: 121,344 (SF) 2.786 (AC)

WALSINGHAM/SCENIC ROW TABLE			
ROW DEDIC	ROW CALC	AREA (SF)	AREA (AC)
ROW DEDICATION	100% ROW	121344	2.786

TOWNLAKE PHASE FIVE & SIX OPEN SPACE TOTALS:

PER ORDINANCE 26-15:
"MIN. CONSERVATION OPEN SPACE: 50% OF GROSS LAND AREA SHALL BE PRESERVED AS CONSERVED OPEN SPACE
CONSISTING OF OPEN SPACE LOTS & BUFFER AREAS. GROSS LAND AREA EXCLUDES ACREAGE DEDICATED AS
RIGHT-OF-WAY FOR STREETS INDICATED ON THE TOWN OF FLOWER MOUND MASTER THOROUGHFARE PLAN
(WALSINGHAM DRIVE & SCENIC DRIVE)."

TOWNLAKE PH. FIVE & SIX TOTAL AREA: 107.262 - 2.786 = 104.476(AC)

MIN. OPEN SPACE REQUIRED PER ORD. 26-15: ±52.238 (AC)

COMBINED OVERALL OPEN SPACE PROVIDED: 2,404,661 (SF) ±55.203 (AC)
(NOT INCLUDING SCENIC & WALSINGHAM ROW)

OPEN SPACE EXHIBIT

TOWNLAKE PHASE FIVE & SIX

TOWN OF FLOWER MOUND

DENTON COUNTY, TX

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399

DESIGN	DRAWN	CHECKED	DATE	SCALE	JOB	SHEET
TDM	TDM	MSD	MAR 2022	1"=100'	19023	2 / 2

Exhibit F

OPEN SPACE MANAGEMENT PLAN

Townlake, Ph. 5 & 6

Maintenance of Common Areas:

Townlake Ph. 5 & 6 is comprised of 107.262 Acres total. Approximately 2.786 acres will be dedicated a right-of-way for Scenic Road and Walsingham Drive which are indicated as required streets per the Town's Thoroughfare Plan. Excluding this right-of-way dedication, the total land acreage is 104.476 acres. Approximately 55.203 acres of land has been dedicated as open space which meets the minimum 50% open space dedication requirement.

The Open Space is divided into different classifications according to its present state or its intended or future uses. All Open Space Common Areas are to be conveyed to the Homeowners Association (H.O.A.) by the Developer. The H.O.A. will be established by the Developer as a Nonprofit Corporation. The Members will be the **Townlake Lot** owners with one (1) vote for each Lot owner in all matters. A Board of Directors will be elected by the homeowners to manage and oversee the business and all other matters of the H.O.A., including the conservation requirements of the Town.

<u>Open Space Lot</u>	<u>Block</u>	<u>Area (SF)</u>	<u>Area (AC)</u>
1X	A	767,145	17.611
1X	B	254,209	5.836
1X	C	184,286	4.231
1X	D	17,099	0.393
1X	E	630,334	14.470
2X	A	473,159	10.862
2X	B	13,698	0.314
2X	D	42,179	0.968
2X	E	22,552	0.518
		<u>2,404,661</u>	<u>55.203</u>

The structure and guidelines for the H.O.A. will be defined by the Dedications and Restrictions (Deed Restrictions), which will be recorded by the Developer after the Final Plat is approved, as required by the Town. The Covenants Conditions and Restrictions shall set forth all enforcement guidelines, and reporting standard for the HOA and/or Land Trust to provide an annual open space management report annually to the Town/EEC.

The maintenance and management of the Common Areas will be the responsibility of the H.O.A. Board of Directors. See Exhibit A on page 5 for map. The Common Areas and their care will be as follows:

1. Entry Open Spaces

1) Entry Features and Open Space

a) Description:

- i) Location: Lot 2X, Block B and a small section of Lot 1X, Block E; both at the north end of Walsingham Drive.
- ii) All Entry Hardscape Monuments, Masonry Columns, and Entry Fence.
- iii) Entry open space area is comprised of approximately 0.223 acres (7,043 sf)

Exhibit F

- b) Maintenance:
 - i) Service and repairs of all the above items.
- c) Uses:
 - i) Locations for the major entrance/exit by the residence and guests.

2. Street Buffer Open Space

- 1) Street Buffer
 - a) Description:
 - i) Location: Areas included are the 50'-0" Landscape buffer along Cross Timbers Road, Scenic Drive, and Walsingham Drive.
 - ii) Street buffer land shall include a 30'-0" pipeline easement, a 20'-0" H.O.A. Maintenance easement, and a varying width drainage easement.
 - iii) Street buffer area shall include an existing 8'-0" concrete trail, Primary Entry Monuments, Enhanced Landscape, Required Street Trees, and Split Rail Fencing.
 - iv) Street buffer area is comprised of approximately 5.346 acres (235,502 SF)
 - b) Maintenance:
 - i) Street buffer open space and amenities will be maintained by the developer initially, then by the H.O.A., as outlined in the dedications and restrictions. Service and repairs of all the items listed above.
 - c) Uses:
 - i) Street buffer will be open to the public to contribute to the aesthetic rural vistas as well as for use of the 8'-0" hike and bike trail located along Cross Timbers Road, Scenic Drive, and Walsingham Drive.

3. Existing Woodland Upland Habitat

- 1) Woodland Upland Habitat
 - a) Description:
 - i) Location: The forested section of Lot 1X, Block A; The forested section of Lot 1X, Block B; The forested section of Lot 1X, Block D; Lot 1X, Block C; and Lot 2X, Block A.
 - ii) Outcrop of existing Wooded open space with trees covering 20%-100% of the included lots.
 - iii) Majority of the existing Wooded Upland Habitats are comprised of Post Oaks and Cedar Elms.
 - iv) Other mentionable species on site included American Elms, Eastern Red Cedars and Black Jack Oaks.
 - v) Wooded open spaces make up approximately 32.618 Acres (1,420,854 SF).
 - b) Maintenance:
 - i) This Open Space will remain with all wildlife habitats undisturbed*.
 - ii) Gas well site will be under the supervision of the gas well site owner and act as a buffer.
 - iii) Heavily treed areas will be under the supervision of an ISA certified arborist retained by the Developer and/or the H.O.A.

*To the extent improvements to the existing stock pond located on Lot 1X, Block A are needed or required, improvements will be appropriately permitted and constructed in such a manner minimizing impacts to the existing surrounding habitat and wetlands. The pond maintenance will include a mix of biological, chemical, or mechanical methods as required and directed by a certified fisheries professional.

Exhibit F

c) Uses:

- i) In coordination with the Private Meadows Open Space, the Wooded Upland Habitat areas will contribute to buffering the sound of the active gas system adjacent to the residences.
- ii) The approved and finalized areas of the gas well easement shall be open to the homeowners and their guests to enjoy these areas for hiking, wildlife observations, and passive recreation.

4. Private Open Space Eco-Fringe

1) Private Open Space Eco-Fringe

a) Description:

- i) Location: Eco-Fringe is considered within 10 foot off of a residential lot property line or trail system and within 20 foot of a Private Meadow, Entry Open Space or Street Buffer Open Space.
- ii) Private open space eco-fringe areas are comprised of approximately 3.575 acres (155,725 SF)
- iii) At this time, vines and undergrowth have been left to take over the trees which is causing damage by invading trees and their canopies. The Vines and undergrowth are mainly comprised of poison ivy and greenbrier – other notable vines present on site are Poison Oak, Carolina Snailseed, and Virginia Creeper. All vines should be managed by pruning, cutting or selected herbicides.
- iii) Invasive and non-native brush, vines and undergrowth should be cleared and removed. Mistletoe, oak decline, relative Canker fungus', Dutch elm disease, and powdery mildew may be cleared or dealt with immediately to insure the health of the particular tree or neighboring trees. Developer or H.O.A. should contact the local registered Arborists or Forester to help outline further maintenance schedules for appropriate trees.
- iv) All non-protected trees may be removed to allow appropriate room for native trees, plants, and groundcover – all applicable permits and regulations shall be considered and executed.
- v) Eco-fridge areas may be seeded with shade friendly native grass mixes, wildflower mixes, and/or native vegetation to help establish groundcover and provide erosion control measures in appropriate areas.
- vi) Initial restoration measure may be done by the developer. The conservation restoration measures, and maintenance will be overseen by the H.O.A.
- vii) Heavily treed areas will be under the supervision of an ISA certified arborist, retained by the Developer and/or the H.O.A. Contact the Town of Flower Mound Environmental Services before any work is done within the Upland Wooded habitat or native Prairie Habitat.

b) Uses:

- i) In coordination with the Private Meadows Open Space, the Wooded Open Space Eco-Fringe areas will contribute to buffering the sound of the active gas system adjacent to the residences.

5. Bar Ditch Open Space

1) Bar Ditch

a) Description:

- i) Location: Along streets in open space common areas approximately 17'-0" off of the Right-of-Way. These are areas along native prairie habitat, private meadow open space, and woodland upland habitat, all where these areas run along streets.
- ii) Bar Ditch Open Space is currently comprising of 2.919 acres (127,178 SF)
- iii) Bar ditches are to be: (Based on Option 1 or 2 Native Prairie Habitat Maintenance)
 - (1) Option 1) Sodded with Bermuda grass.
 - (2) Option 2) Seeded with native mix, lined with Curlex erosion control blanket

b) Maintenance:

- i) Required mowing as needed per seasonal grass growth, and as outlined by developer and H.O.A. agreements.

Exhibit F

- ii) Edged between Bermuda grass or native mix and open space meadows or pastures should be maintained by a constant mowed 'natural' edge or shoveled edge.
 - iii) Supervision and maintenance of culverts or other natural drainage structures.
 - iv) To be maintained and cared for by the H.O.A.
- c) Uses:
- i) Pedestrian access throughout the open spaces for the residents and guests
 - ii) Drainage and utilities

6. Native Prairie Habitat

- 1) Native Prairie Habitat
- a) Description:
- i) Location: Open native prairie habitat (lacking trees) sections of Lot 1X of Block B & Lot 1X, Block A; Lot 1X & 2X of Block D; and Lots 1X & 2X of Block E.
 - ii) These meadows presently have primarily coastal Bermuda grass.
 - iii) Native Prairie Habitat areas comprise approximately 10.522 Acres (458,359 SF)
- b) Maintenance:
- i) Option 1: Keep as Bermuda for low maintenance open space.
 - ii) Option 2: Control burn to remove the current Bermuda. Then addition of native mix groundcover like buffalo grass, other native grasses, native wildflowers, and other approved seed mixes shall be seeded seasonally.
 - iii) The developer and H.O.A. to create a schedule to coincide with appropriate seasonal timing. Developer and H.O.A. to seek consultant supervision and information over appropriate seeding measures and specifications.
- c) Uses:
- i) The rural pastoral open space vistas will be significant, and the homeowners and their guests may enjoy these areas for picnics, parties and passive recreation.
 - ii) Interpretive signage is recommended for native plants along trails for education and interest.

Exhibit F

Exhibit A





TOWN COUNCIL AGENDA ITEM NO. 14

REGULAR ITEM

DATE: April 4, 2022

FROM: James Hoefert, Environmental Review Analyst

ITEM: **Public Hearing to consider an application for a tree removal permit (TRP21-0036) for forty-seven (47) specimen trees on property proposed for development as Townlake Phase Five & Six residential development. The property is generally located south of Cross Timbers Road and east of Scenic Drive. (The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its February 1, 2022, meeting).**

BACKGROUND INFORMATION: The Townlake Phase Five & Six development is generally located south of Cross Timbers Road and east of Scenic Drive. The site is approximately 107.262 acres in size. The site is currently zoned for Agricultural uses and master planned for Cross Timbers Conservation Development District. The applicant is requesting to rezone the property to Planned Development District No. 187 (PD-187) for a cluster development. According to the tree survey for the project, the site contains one hundred sixty-two (162) specimen trees. The applicant is requesting to remove forty-seven (47) specimen trees from the site to build a residential subdivision. The specimen trees proposed for removal are all in good condition to fair condition and are located within the proposed buildable area.

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, 2,462" of replacement trees, equaling 821 three-inch caliper trees, will be required for the removal of the forty-seven (47) specimen trees on this site. In addition, protected trees removed from the buildable area will also require replacement at a tree-for-tree rate. Protected tree mitigation / replacement will be determined with the record plat application – once final engineering has been completed for the project. The developer is proposing to preserve a significant number existing protected and specimen trees on the site, so there will be credits available for the preservation of those trees.

BOARD REVIEW/CITIZEN FEEDBACK: This application was considered by the Environmental Conservation Commission (ECC) at its February 1, 2022, meeting. The ECC recommended approval of the requested permit to remove all forty-seven (47) specimen trees. The ECC meeting can be viewed at: <https://flowermoundtx.swagit.com/play/02022022-943>

As of March 24, 2022, staff received one (1) email in opposition to this item.

ALTERNATIVES/OPTIONS: The Town Council may approve or deny the requested tree removal permit or may choose to approve the permit with conditions or changes.

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Letter of Intent
2. Specimen tree removal permit application
3. Correspondence in opposition
4. Tree Survey

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

December 28, 2021



LANDSCAPE ARCHITECTURE

SITE PLANNING

TREE MITIGATION

James Hoefert ISA# TX-4565A
Environmental Review Analyst
Town of Flower Mound, Texas

RE: Townlake Ph. 5 & Ph. 6

Mr. Hoefert,

Please accept this as our Letter of Intent (LOI) for the removal of specimen trees on the Townlake Ph.5 & Ph. 6 Development Site. These trees are being removed due to their location within the buildable area of the development.

Thank you,

A handwritten signature in black ink that reads "Leonard W. Reeves". The signature is written in a cursive, flowing style.

Leonard W. Reeves, RLA, ASLA

Studio 13 Design Group, PLLC

Studio 13 Design Group
386 W. Main Street
Lewisville, Texas 75057
469-635-1900
www.studio13.bz

TOWNLAKE PH. 5 & Ph. 6 (To be Removed)

Tree ID	Common Name	Scientific Name	DBH 1	Condition Class	Protected	Specimen Tree	Remain	Remove
5507	Oak-Post	<i>Quercus stellata</i>	38	Fair	Protected	Specimen		X
5508	Oak-Post	<i>Quercus stellata</i>	25	Fair	Protected	Specimen		X
5509	Oak-Post	<i>Quercus stellata</i>	22	Fair	Protected	Specimen		X
5517	Oak-Post	<i>Quercus stellata</i>	28	Good	Protected	Specimen		X
5518	Oak-Post	<i>Quercus stellata</i>	27	Fair	Protected	Specimen		X
5592	Oak-Post	<i>Quercus stellata</i>	26	Good	Protected	Specimen		X
5596	Oak-Post	<i>Quercus stellata</i>	22	Good	Protected	Specimen		X
5601	Oak-Post	<i>Quercus stellata</i>	40	Fair	Protected	Specimen		X
5604	Oak-Post	<i>Quercus stellata</i>	23	Fair	Protected	Specimen		X
5612	Oak-Post	<i>Quercus stellata</i>	25	Fair	Protected	Specimen		X
5639	Oak-Post	<i>Quercus stellata</i>	34	Fair	Protected	Specimen		X
5641	Oak-Post	<i>Quercus stellata</i>	23	Fair	Protected	Specimen		X
5642	Oak-Post	<i>Quercus stellata</i>	25	Fair	Protected	Specimen		X
5646	Oak-Post	<i>Quercus stellata</i>	23	Good	Protected	Specimen		X
5648	Oak-Post	<i>Quercus stellata</i>	23	Fair	Protected	Specimen		X
5652	Oak-Post	<i>Quercus stellata</i>	27	Good	Protected	Specimen		X
5653	Oak-Post	<i>Quercus stellata</i>	22	Good	Protected	Specimen		X
5656	Oak-Post	<i>Quercus stellata</i>	22	Fair	Protected	Specimen		X
5658A	Oak-Post	<i>Quercus stellata</i>	22	Fair	Protected	Specimen		X
5658B	Oak-Post	<i>Quercus stellata</i>	40	Fair	Protected	Specimen		X
5660	Oak-Blackjack	<i>Quercus marilandica</i>	25	Fair	Protected	Specimen		X
5662	Oak-Post	<i>Quercus stellata</i>	23	Fair	Protected	Specimen		X
5671	Oak-Post	<i>Quercus stellata</i>	23	Fair	Protected	Specimen		X
5674	Oak-Post	<i>Quercus stellata</i>	27	Fair	Protected	Specimen		X
5684	Oak-Post	<i>Quercus stellata</i>	27	Fair	Protected	Specimen		X
5685	Oak-Post	<i>Quercus stellata</i>	33	Fair	Protected	Specimen		X
5686	Oak-Post	<i>Quercus stellata</i>	26	Fair	Protected	Specimen		X
5693	Oak-Post	<i>Quercus stellata</i>	22	Fair	Protected	Specimen		X
5694	Oak-Post	<i>Quercus stellata</i>	26	Fair	Protected	Specimen		X
5696	Oak-Post	<i>Quercus stellata</i>	29	Fair	Protected	Specimen		X
5698	Oak-Post	<i>Quercus stellata</i>	26	Good	Protected	Specimen		X
5756	Oak-Post	<i>Quercus stellata</i>	27	Fair	Protected	Specimen		X
5771	Oak-Post	<i>Quercus stellata</i>	23	Fair	Protected	Specimen		X
5806	Oak-Post	<i>Quercus stellata</i>	24	Fair	Protected	Specimen		X

5829	Oak-Post	<i>Quercus stellata</i>	25	Good	Protected	Specimen		X
5892	Oak-Post	<i>Quercus stellata</i>	23	Fair	Protected	Specimen		X
5912	Oak-Post	<i>Quercus stellata</i>	26	Fair	Protected	Specimen		X
5913	Oak-Post	<i>Quercus stellata</i>	24	Good	Protected	Specimen		X
5918	Oak-Post	<i>Quercus stellata</i>	22	Fair	Protected	Specimen		X
5925	Oak-Post	<i>Quercus stellata</i>	24	Good	Protected	Specimen		X
5931	Oak-Post	<i>Quercus stellata</i>	25	Good	Protected	Specimen		X
5941	Oak-Post	<i>Quercus stellata</i>	34	Fair	Protected	Specimen		X
5942	Oak-Post	<i>Quercus stellata</i>	30	Poor	Protected	Specimen		X
5943	Oak-Post	<i>Quercus stellata</i>	29	Fair	Protected	Specimen		X
5947	Oak-Post	<i>Quercus stellata</i>	26	Fair	Protected	Specimen		X
5949	Oak-Post	<i>Quercus stellata</i>	22	Fair	Protected	Specimen		X
5959	Oak-Post	<i>Quercus stellata</i>	23	Fair	Protected	Specimen		X
Total Specimen Trees on Site				162				
Specimen Trees to be removed				47				
Specimen Trees to remain				115				



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: ☐ Protected Tree ☐ 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:

STUDIO 13 DESIGN GROUP
 LEONARD W. REEVES

Address:

386 W. MAIN ST.
 LEWISVILLE TX 75057

Phone:

469-635-1900

Applicant's Legal Interest in the Property:

DESIGN PROFESSIONAL

2. Property Owner(s)

Name(s):

Address:

3. Location and Legal Description of Property:

TOWNLAKE 546 APPROXIMATELY 107.262 ACRES

Page 2 of 3.

4. Owner's Authorization of Representation

I, _____, the owner of the above described real property, do hereby authorize LEONARD W. REEVES 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.

Signature of Owner

Given Under My Hand and Seal of Office
This the ___ Day of _____, 20__

Notary Public
In and For _____ County, Texas.

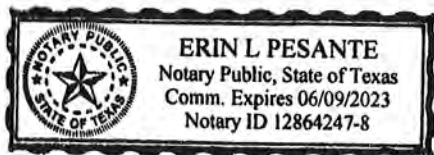
5. Applicants Affidavit- Note: Applicant must be an ISA certified arborist, certified forester, or a registered landscape architect.

Subject to criminal penalties contained in Subpart B, the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances, I LEONARD W. REEVES, 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.

Leonard W. Reeves

Signature of Applicant

Landscape Architect License No. 1977
State of Licensure TEXAS
Or ISA Certified Arborist No. _____
Or Certified Forester No. _____



Given Under My Hand and Seal of Office
This the 17 Day of November, 2021

Erin L. Pesante
Notary Public
In and For Denton County, Texas

6. Received by Town of Flower Mound on (Date) 11/17/2021 by
(initials) JRH.

Letter of Authorization

Townlake Phase 5 ~107.3 Acres

We, Sam Newt Wilson, Jr. and Diane Wilson Bradshaw, acting as Managers, do hereby authorize the following individuals and organizations to act on behalf of SHADY OAKS FAMILY RANCH, LTD. and specifically to seek variances from the Oil and Gas Board of Appeals, cluster development zoning, planned development, development plan, platting and engineering plans of said 107.3-acre tract of land located within the J. Clark Survey, Abstract No. 231 and the M.E.P & P.R.R. Co. Survey, Abstract No. 935, in the Town of Flower Mound, Denton County, Texas.

Dowdey, Anderson & Associates, Inc.

5225 Village Creek Dr., Suite 200
Plano, Texas 75093
(972) 931-0694

Michael Dowdey, P.E.

Aaron Hunsaker

Thomas Moss, P.E.

Toll Brothers, Inc.

2555 SW Grapevine Pkwy. Ste. 100
Grapevine, Texas 76051
(817) 329-8770

Mike Boswell, Toll Brothers

Manolo Rios, Toll Brothers

Ron Robbins, Toll Brothers

AUTHORIZED BY:

SHADY OAKS FAMILY RANCH, LTD.,

a Texas limited partnership

By: Shady Oaks Family Properties, LLC,
its General Partner

By: [Signature]

Name: Sam Newt Wilson, Jr.

Title: Manager

By: [Signature]

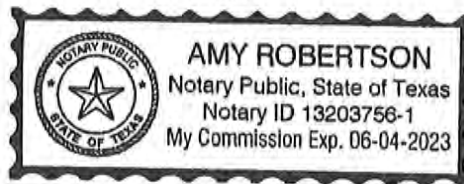
Name: Diane Wilson Bradshaw

Title: Manager

STATE OF TEXAS

§
§
§

COUNTY OF DENTON



BEFORE me the undersigned, a Notary Public, on this day personally appeared Sam Newt Wilson, Jr. and Diane Wilson Bradshaw, acting as Managers of SHADY OAKS FAMILY RANCH, LTD., known to me to be the persons whose names are 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 15th day of March, 2021.

[Signature]
Notary Public in and for the State of Texas

James Hoefert

From: Eric Dickenson [REDACTED]
Sent: Thursday, February 10, 2022 12:47 PM
To: James Hoefert
Subject: TRP21-0036

My name is Eric Dickenson and I have been a Flower Mound resident for 23 years.

I have been meaning to comment on this tree removal request for a while. I have watched the meeting on 2/1 where the request for removal of 47 mature trees was approved by the EEC. If I was on the board I would not have approved this request. Losing so many trees is a sad day for Flower Mound. I understand that you can't stop progress, but Toll Brothers is a huge ,quality builder and I expected better from them.

I was actually very surprised to see the number 47. The city has built a large church next to this site and I don't think we lost one tree!

I think that Flower Mound can do better than the loss of some many mature trees.

I have only commented one other time in all my years, but feel strongly about this request!

Thank you for your time.

Eric Dickenson, the proud owner of 13 native Texas trees

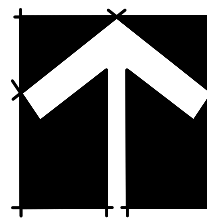


Studio 13 Design Group, PLLC.
386 W. Main Street
Lewisville, Texas 75057
469-635-1900

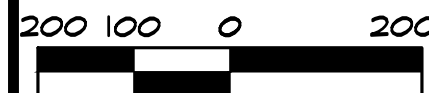
TBAE Firm #BR643



Leonard W. Reuss
March 24, 2022



NORTH



Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary.

One Inch

TREE SURVEY PLAN

Overall Tree Survey

Townlake, Ph. 5 & Ph. 6

Town of Flower Mound, Denton County, Texas

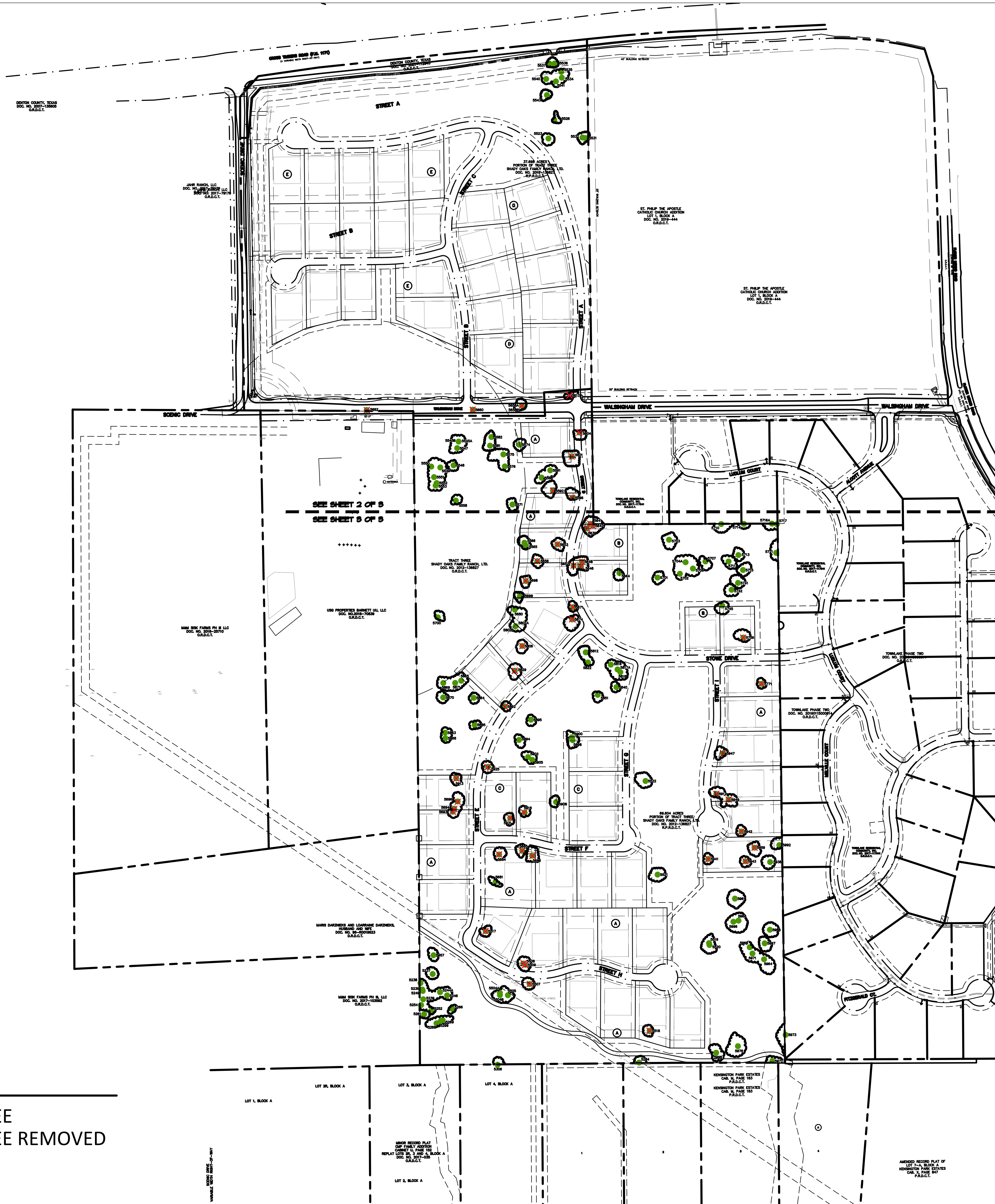
PLAN REVIEW / REVISIONS	BY	DATE
#	0	

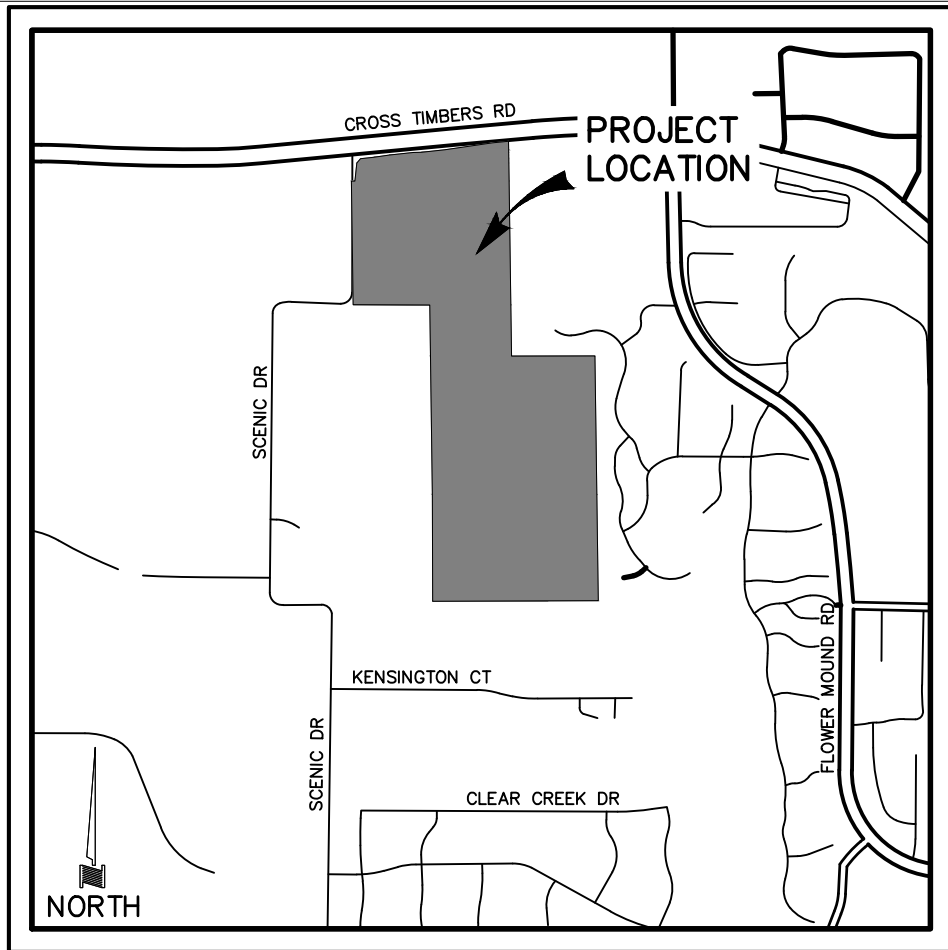
PROJECT
TBI018

SHEET
TR1 of 3

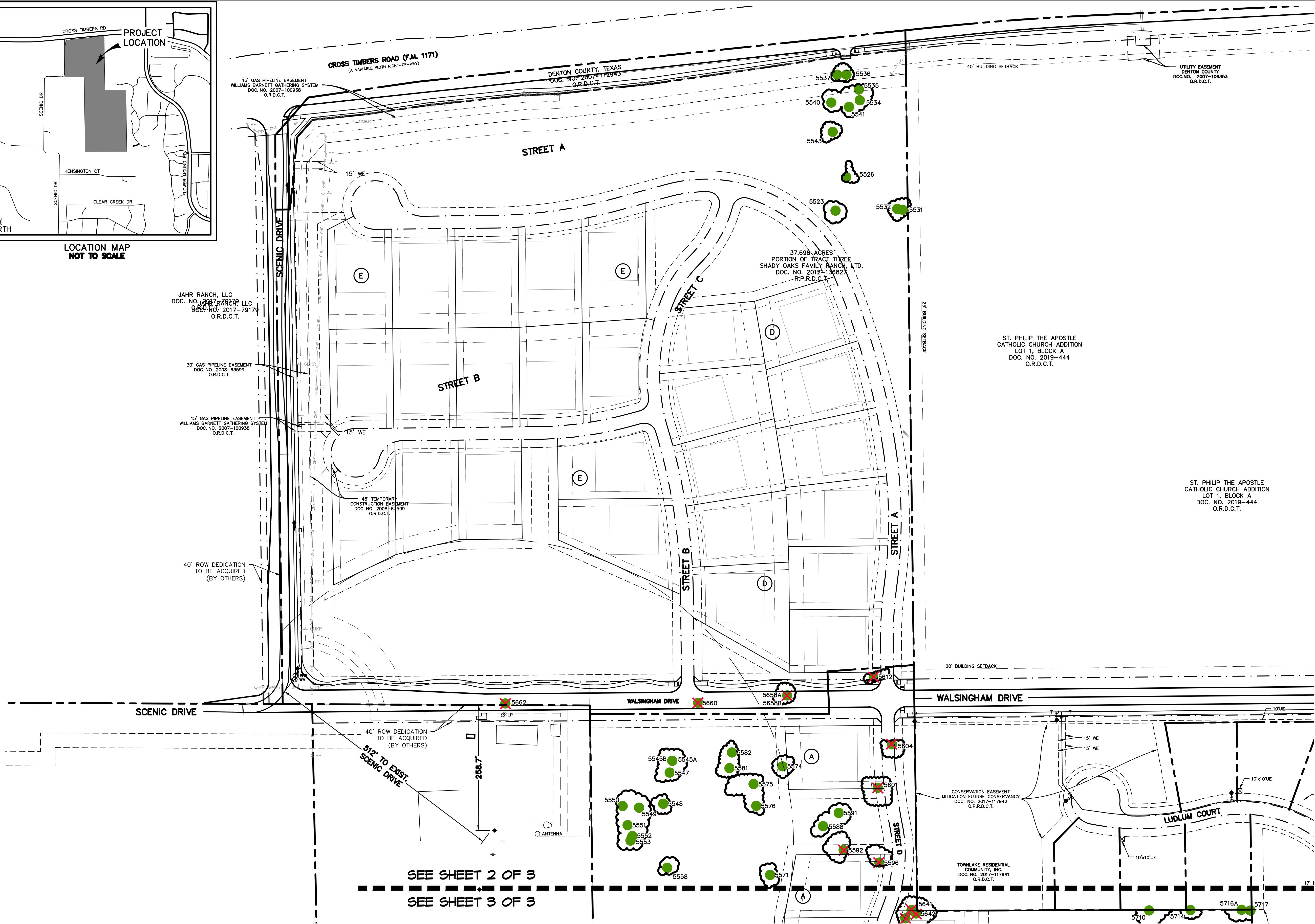
LEGEND

- SPECIMEN TREE
- SPECIMEN TREE REMOVED





LOCATION MAP
NOT TO SCALE



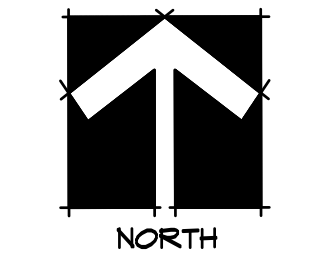
LEGEND

- SPECIMEN TREE
- ✖ SPECIMEN TREE REMOVED

STUDIO
DESIGN GROUP

Studio 13 Design Group, PLLC.
386 W. Main Street
Lewisville, Texas 75057
469-635-1900

TBAE Firm #BR643



0 50 0 100
1" = 100' - 0"

Bar is one inch on original
drawing. If not one inch on this
sheet, adjust scale as necessary.

One Inch

TREE SURVEY PLAN

Tree Survey

Townlake, Ph. 5 & Ph. 6

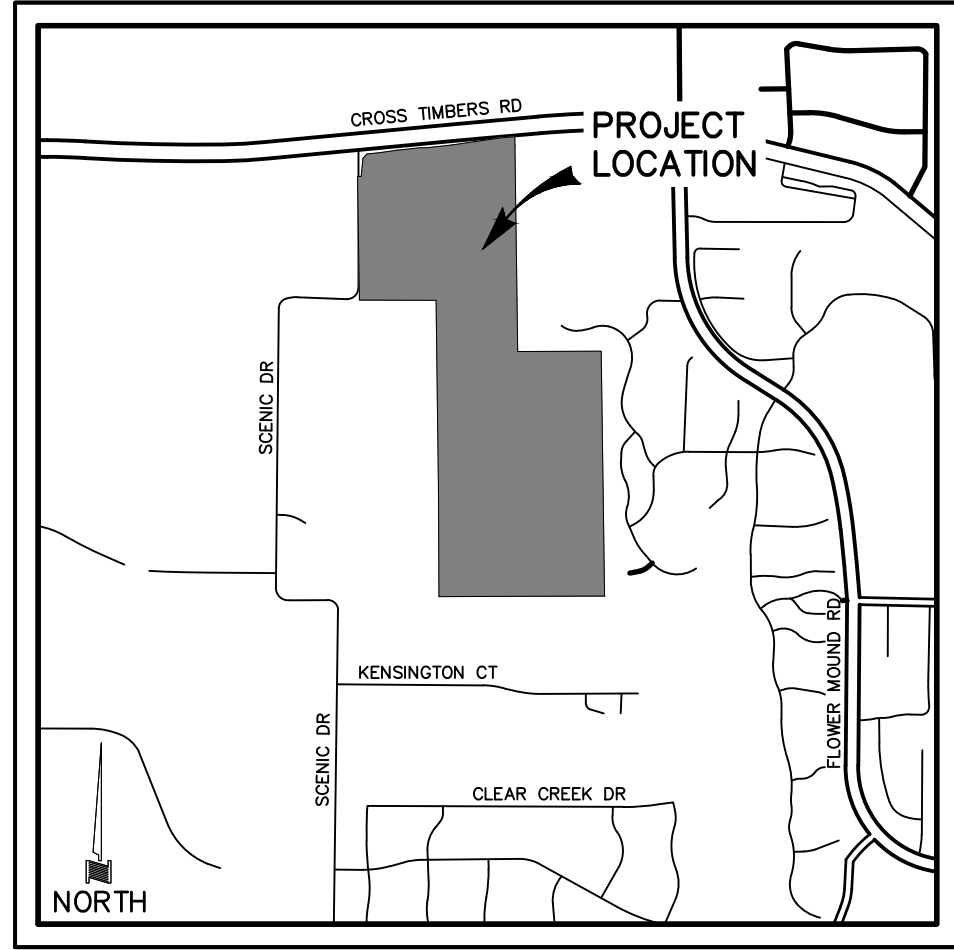
Town of Flower Mound, Denton County, Texas

PLAN REVIEW/REVISIONS	BY	DATE

PROJECT
TBI018

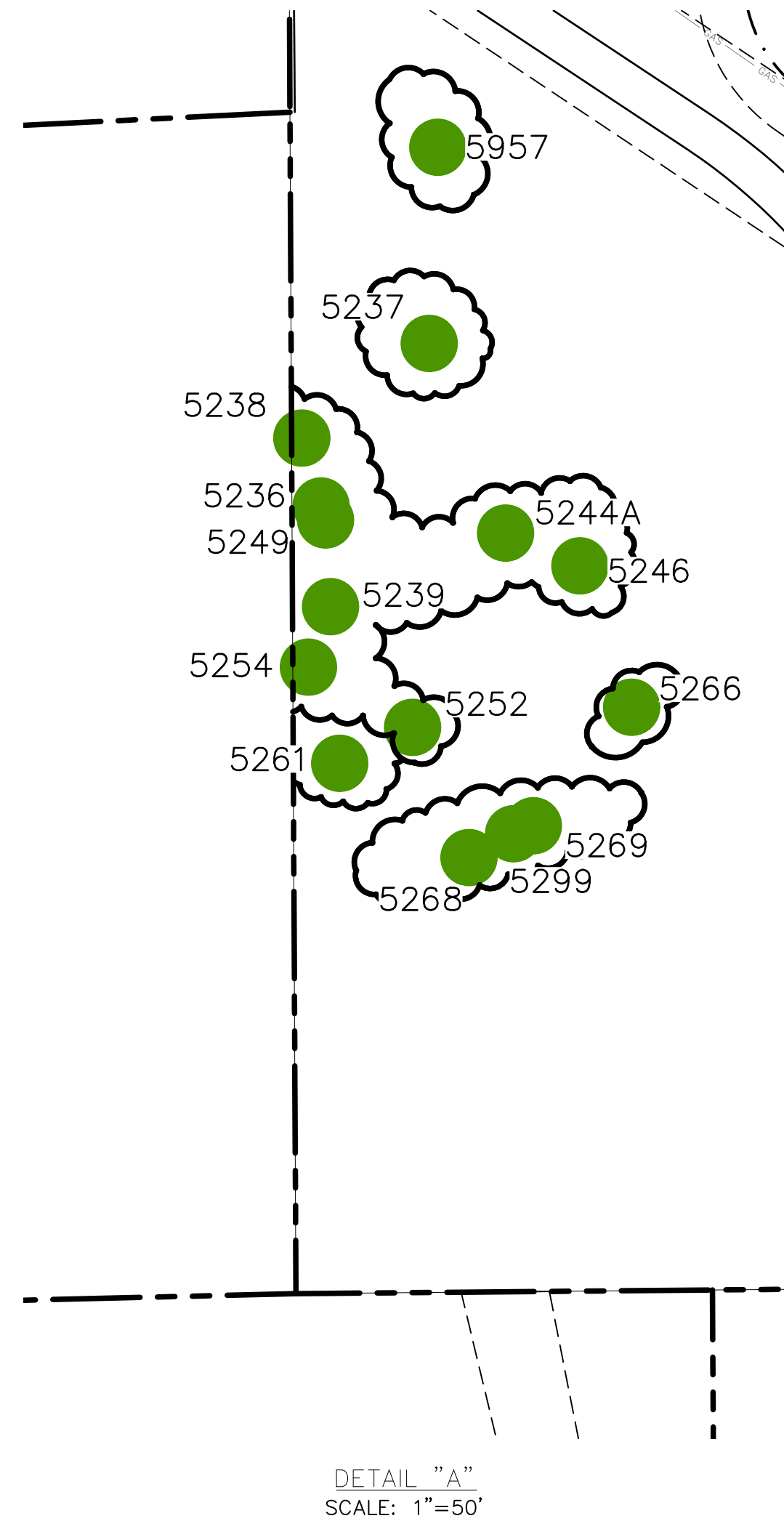
SHEET
TR2 of 3

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Plotted by: ##### Plot Date: 3/24/2022 12:11 PM



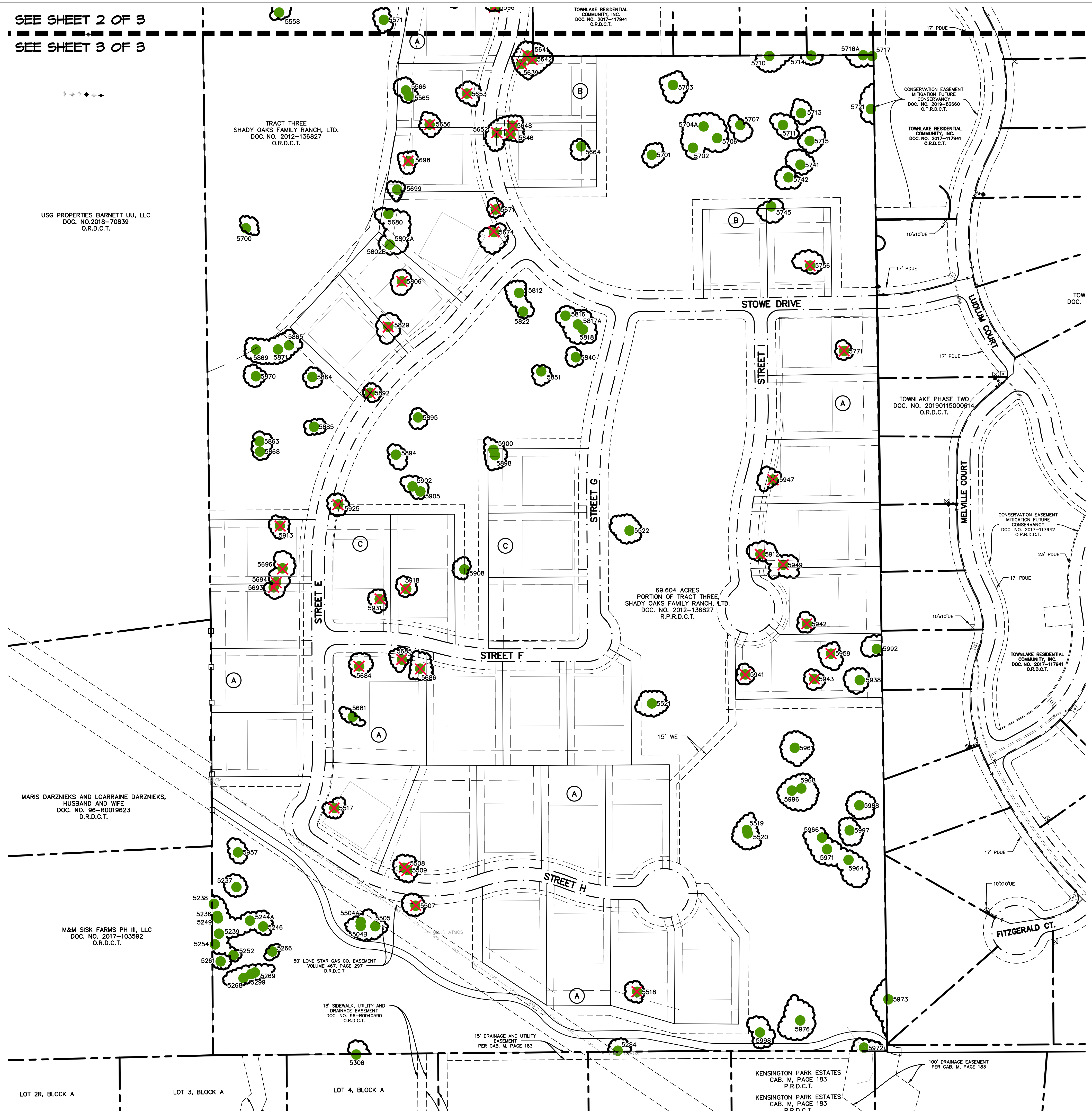
SEE SHEET 2 OF 3
SEE SHEET 3 OF 3

USG PROPERTIES BARNETT UU, LLC
DOC. NO. 2018-70839
O.R.D.C.T.



LEGEND

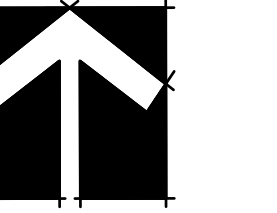
- SPECIMEN TREE
- ✖ SPECIMEN TREE REMOVED



STUDIO
DESIGN GROUP

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469-635-1900

TBAE Firm #BR643



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1" = 50' - 0"

Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary.

One Inch

TREE SURVEY PLAN

Tree Survey

Townlake, Ph. 5 & Ph. 6

Town of Flower Mound, Denton County, Texas

PLAN REVIEW/REVISIONS

BY

DATE

#

PROJECT

TBI018

SHEET

TR3 of 3

Town Council Future Agenda Items



SCHEDULED	4/18/2022	Consent	Consider approval of an ordinance amending Chapter 38 of the code of ordinances, entitled “Fire Prevention and Protection” to provide for adoption of the International Fire Code, 2021 edition and local amendments thereto.
		Consent	Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2021, and ending on September 30, 2022, as adopted by Ordinance No. 38-21 and amended by Ordinance No. 50-21 and No. 05-22 for adjustments to the General Fund, Library Development Fund, and Vehicle and Equipment Replacement Fund.
		Consent	Consider approval of Amendment No. 4 to the Fiscal Year 2021-2022 Capital Improvement Program.
		Consent	Consider approval of a Charter Service Agreement with Durham School Services, L.P., 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.
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on April 4, 2022.
		Consent	Consider approval of the Best Value Bid Nos. 2022-31-A (Northwest), 2022-32-A (Southeast), 2022-33-A (Southwest & Twin Coves Park) and 2022-34-A (Northeast) Landscape Maintenance Program to BrightView Landscape Services at the unit prices bid, in the estimated annual amount of \$1,144,509.70; and authorize the Mayor to execute same on behalf of the Town.
		Presentation	Placeholder: Mental Health Proclamation
		Presentation	Community Development Corporation and Parks Board Update
		Regular	Public Hearing to consider approval of Chapter 380 Agreement between the Town of Flower Mound and Restaurant Ventures Unlimited (Tycoon)
	4/21/2022	Work Session	Presentation and discussion on the Cross Timbers Conservation Development District
	Work Session	Presentation and discussion regarding the final report for Tennis Center Feasibility Study.	
	Work Session	Presentation and discussion regarding the Trails and Bikeways Draft Master Plan.	
5/2/2022	Consent	Morriss Road Speed Limit Change	

SCHEDULED	5/2/2022	Consent	Consider approval of the minutes from a regular meeting of the Town Council held on April 18, 2022.
		Consent	Consider approval of the minutes from a work session of the Town Council held on April 21, 2022.
		Presentation	Proclamation and presentation of Hometown Hero-Jordyn Carlson
	5/17/2022	Consent	Placeholder: Canvass May 7 election
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on May 2, 2022.
	6/6/2022	Consent	Consider approval of the minutes from a regular meeting of the Town Council held on May 17, 2022.
		Presentation	Transportation Commission Update
		Regular	Public Hearing to consider an ordinance granting Specific Use Permit No. 472 (SUP21-0005 – Bosco Boat Dealership) to permit inclusion of Retail, general (outdoors) use for a boat dealership within an existing car dealership facility. The property is generally located south of Justin Road and east of Stone Hill Farms Parkway. (P&Z recommended approval with conditions by a vote of 6 to 0 at its December 13, 2021, meeting.) (On February 7, 2022 Town Council postponed this item to the March 21, 2022 meeting by a vote of 5 to 0 at the Applicant's request). (On March 21, 2022 Town Council postponed this item to the June 6, 2022 meeting by a vote of 5 to 0 at the Applicant's request).
	6/16/2022	Presentation	All Together Flower Mound Commission Update
	6/20/2022	Consent	High Road Water Line Phase II - Construction Award
		Consent	Rippy Road - Construction Award
		Presentation	Veterans Liaison Board Update
	7/18/2022	Consent	Timber Creek Water & Sewer Replacements
	8/8/2022	Consent	Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to schedule a public hearing for August 22, 2022, on the Flower Mound Crime Control and Prevention District budget and to schedule a meeting for September 19, 2022, to take action on the proposed budget; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
		Consent	Consider approval of an ordinance establishing the 2022 certified appraisal roll.
		Consent	Consider accepting the submission of the certified collection rate of 100 percent for the fiscal year beginning October 1, 2022, and ending September 30, 2023.

SCHEDULED	8/8/2022	Consent	Consider accepting the submission of the notice of a no-new-revenue tax rate of \$_____ per \$100 assessed valuation and a voter-approval tax rate of \$_____ per \$100 assessed valuation for the fiscal year beginning October 1, 2022, and ending September 30, 2023.
		Consent	Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to schedule a public hearing for August 22, 2022, on the Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget and to schedule a meeting for September 19, 2022, to take action on the proposed budget; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
		Consent	Placeholder: Call Election for reauthorization of Crime, Fire, Streets tax.
		Consent	Consider proposing a maximum tax rate of \$0._____ per \$100 valuation for the fiscal year beginning October 1, 2022, and ending September 30, 2023; and scheduling August 22, 2022, public hearing on the budget, scheduling September 19, 2022, public hearing on the tax rate, and scheduling the September 19, 2022, adoption of said budget and tax rate; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
	8/18/2022	Consent	Hold a discussion and provide direction regarding the FY 2022-2023 Proposed Budget, including Community Support funding.
	8/22/2022	Consent	Public Hearing by the Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider the Flower Mound Crime Control and Prevention District proposed budget for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023.
		Consent	Public Hearing to consider the proposed budget for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023.
		Consent	Public Hearing by the Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider the Flower Mound Fire Control, Prevention, and Emergency Medical Services District proposed budget for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023.
	9/19/2022	Consent	Consider approval of an ordinance adopting the budget for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023, and making appropriations for each fund and department.
		Consent	Consider approval of an ordinance adopting the 2022 tax rolls and fixing and levying municipal ad valorem taxes for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023, and for each fiscal year thereafter until otherwise provided, at the rate of \$0._____ per \$100 assessed valuation on all taxable property within the corporate limits of the Town of Flower Mound as of January 1, 2022.
		Consent	Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider approval of a resolution adopting the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023.

SCHEDULED	9/19/2022	Consent	Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider approval of a resolution adopting the Town of Flower Mound Crime Control and Prevention District budget for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023.
		Consent	Public Hearing to consider a tax rate of \$0._____ per \$100 assessed valuation.