

AGENDA

**FLOWER MOUND TOWN COUNCIL REGULAR MEETING;
TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION,
AND EMERGENCY MEDICAL SERVICES DISTRICT SPECIAL MEETING;
AND CRIME CONTROL AND PREVENTION DISTRICT SPECIAL MEETING**

11/21/2022

**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

Comments regarding any agenda item can be sent to the Town Council by emailing towncouncil@flower-mound.com or by calling 972.874.6005 and leaving a message.

A. CALL TO ORDER

B. INVOCATION

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

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

D. PRESENTATIONS

1. Proclamation and presentation of Hometown Hero banner to Edwin Adams
2. Small Business Saturday (November 26, 2022) Proclamation
3. Fire Prevention Week Poster Contest Winners

E. PUBLIC COMMENT

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.

In accordance with the Texas Open Meetings Act, the Town Council is restricted from discussing or acting on items not listed on the agenda.

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
- Speakers must address their comments to the Town Council
- Please state your name and address when speaking

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F. ANNOUNCEMENTS

1. Announcements from the mayor and council members

G. TOWN MANAGER'S REPORT

Update and discussion on:

1. Capital Improvement projects
2. Economic Development projects
3. Organizational updates

H. FUTURE AGENDA ITEMS

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

I. COORDINATION OF CALENDARS

1. A regular meeting is scheduled for Monday, December 5.
2. A work session is scheduled for Thursday, December 15.
3. A regular meeting is scheduled for Monday, December 19.

J. CONSENT ITEMS

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

1. Minutes 11/7- Consider approval of the minutes from a regular meeting of the Town Council held on November 7, 2022.
2. Canvass Election - Streets- Consider approval of an ordinance canvassing returns and declaring results of a special election held November 8, 2022, for the purpose of considering a ballot proposition for the reauthorization of the local sales and use tax at the rate of one-fourth of one percent, and to continue providing revenue for maintenance and repair of municipal streets.
3. Canvass Election - Crime Control Dist.- The Town of Flower Mound Crime Control and Prevention District Board to consider approval of an order canvassing the results of a special election held on November 8, 2022, for the purpose of considering a ballot proposition to continue the Crime Control and Prevention District sales and use tax at the rate of one-fourth of one percent to provide revenue for crime control and prevention programs within the District.
4. Canvass Election - Fire Prev. District- The Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Board to consider approval of an order canvassing the results of a special election held on November 8, 2022, for the purpose of considering a ballot proposition to continue the Fire Control, Prevention, and Emergency Medical Services District sales and use tax at the rate of one-fourth of one percent to provide revenue for fire safety and emergency medical services programs within the District.

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5. Stormwater Drainage- Consider approval of an ordinance amending the Code of Ordinances of the Town of Flower Mound through the amendment of Appendix A "Fee Schedule" of the Code of Ordinances by amending and ratifying the fee not codified in Section 70-777 relative to the charges for the Stormwater Utility System fee.
6. GIS Software Upgrade- Consider the approval for the purchase of the Esri Enterprise Jumpstart implementation/software upgrade service in the amount of \$16,000.
7. Purchase Software Licenses- Consider approval of Control License ICS Incident Command and Control License agreement for Special Events or large-scale incidents involving Police/Fire emergency response.
8. Firefighter Turnout Gear- Consider approval of the purchase of 28 sets of bunker gear, replacement gloves and suspenders as needed from NAFECO, Inc. through BuyBoard Purchasing Contract No. 603-20 in the total amount of \$121,600.00 and authorization for the Mayor to approve same on behalf of the Town.
9. Dump Truck Purchase- Consider approval of the purchase of one 2023 HV607 4x2 Single Axle Dump Truck per Town of Flower Mound Specifications and Vendor Quote from Southwest International Trucks in the amount of \$104,130.00.
10. Cortadera Park Playground- Consider approval of the purchase and installation of the 2022-2023 Playground Replacements project, for Cortadera Park Playground, from Whirlix Design, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$244,926.00.
11. Transportation Services- Consider approval of a Professional Services Agreement with Innovative Transportation Solutions, Inc., to provide professional transportation services in the amount of \$75,000.00 annually, with a one-year renewal option; and authorization for the Mayor to execute same on behalf of the Town.
12. Promoter Line Prof Services Contract- Consider approval of a Professional Services Contract with Promoter Line, Inc., to provide professional event production and planning services for the 2023 Independence Fest, in an amount not-to-exceed \$327,550.00 and authorization for the Mayor to execute same on behalf of the Town.
13. Twin Coves Laundry Services- Consider approval of a Services Agreement with Ansar Group, Inc. dba United Linen & Laundry Service, Inc., for linen and laundry services, in the amount of \$25,000.00; and authorization for the Mayor to execute same on behalf of the Town.
14. Mower Replacement - Parks- Consider approval of purchasing one (1) John Deere 1600 Turbo TerrainCut Commercial Wide Area Mower per Town of Flower Mound Specifications from United Ag & Turf utilizing the Sourcewell Turf 031121-DAC (PG BT CG 23) Cooperative Contract in the amount of \$69,609.33.
15. Bleacher Retro-fit Equipment Purchase- Consider approval of the purchase of 22 bleacher retrofit kits from Pioneer Athletics, through the Buy Board Cooperative Contract #665-22, in the amount of \$60,940.00.
16. Heritage Park Trail Naming- Consider approval of naming the Wildlife Encounter Nature Trail at Heritage Park as the Gary Sims Wildlife Encounter Nature Trail. (Parks Board recommended approval by a vote of 6 to 0 at its October 6, 2022, meeting.)
17. 2022-2023 Strategic Plan- Consider adoption of the Town Council Strategic Plan for Fiscal Year 2022-2023.

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K. REGULAR ITEMS

18. RP22- Red Bud Point- Public Hearing to consider a request for a Replat (RP22-0007 – Red Bud Point, Lots 29R & 30R, Block 5, Lot 31R, Block 6) to abandon a private right-of-way and relocate a lot lines with an exception to lot width to depth ratio pursuant to Section 90-272(a), of the Code of Ordinances. The property is generally located west of Red Bud Drive and south of Crooked Lane. (PZ recommended approval/denial by a vote of 0 to 0 at its November 14, 2022, meeting.)
19. MPA21-0008 - Whyburn Farms- Public Hearing to consider an ordinance amending the Master Plan (MPA21-0008 – Whyburn Farms) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designations from Low Density Residential, Office and Retail uses to Low Density Residential, Medium Density Residential and High Density Single Family Detached Residential uses. The property is generally located east of Long Prairie Road and south of Dixon Lane. (PZ recommended approval by a vote of 5 to 1 at its October 10, 2022, meeting.)
20. ZPD21-0015 - Whyburn Farms- Public Hearing to consider an ordinance amending the zoning (ZPD21-0015 – Whyburn Farms) from Agricultural District (A) uses to Planned Development District No.189 (PD-189) with Single Family District-15 (SF-15), Single Family District-10 (SF-10) and Single Family District-5 (SF-5) uses, with certain waivers, exceptions and modifications to the Code of Ordinances. The property is generally located east of Long Prairie Road and south of Dixon Lane. (PZ recommended approval by a vote of 5 to 1 at its October 10, 2022, meeting.)
21. TRP22-0006 - Whyburn Farms- Public Hearing to consider an application for a tree removal permit (TRP22-0006) for nine (9) specimen trees on property proposed for development as Whyburn Farms. The property is generally located south of Dixon Lane, north of Waketon Road, and east of Long Prairie Road. (The Environmental Conservation Commission recommended denial for specimen trees #s 652, 654, 667, 668A and 668B and approval of specimen trees #s 661, 662, 772, 779, 780, 781, 842, 851 and 853 by a vote of 4-2-0 at its October 4, 2022, meeting).

Applicant requested items 19-21 be postponed to 12/5.

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

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

M. CLOSED MEETING

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

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- a. Consultation with Town Attorney.
 - 1. 2006 Rule 11 agreement and dismissal, Cause No. 2005-20153-158 and Flower Mound Ranch Development Application
 - 2. Housing Discrimination Complaint
 - 3. La Estancia Investments, L.P., v. Town of Flower Mound
- 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, performance related to certain incentive agreements, and proposed Tax Increment Reinvestment Zone (TIRZ).

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

N. RECONVENE

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

O. ADJOURN

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Flower Mound, Texas, in a place convenient and readily accessible to the general public at all times and said Notice was also posted on the Town's website in accordance with GC Section 551.056 on the following date and time: November 18, 2022, at 4:10 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. Additional time limits will be provided to members of the public that need to address the Town Council through a translator.



TOWN COUNCIL AGENDA ITEM NO. 1

CONSENT ITEM

DATE: November 21, 2022

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council held on November 7, 2022.

BACKGROUND INFORMATION: The Town Council held a regular meeting on November 7, 2022.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes 11/7

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

FLOWER MOUND TOWN COUNCIL MEETING OF NOVEMBER 7, 2022**PAGE 1**

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 7TH DAY OF NOVEMBER 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
Sandeep Sharma	Mayor Pro Tem
Ann Martin	Deputy Mayor Pro Tem
Adam Schiestel	Councilmember Place 1
Brian Taylor	Councilmember Place 3
Jim Engel	Councilmember Place 4

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

Theresa Scott	Town Secretary
Bryn Meredith	Town Attorney
James W. Childers	Town Manager
Tommy Dalton	Assistant Town Manager
Tiffany Bruce	Assistant Town Manager/Town Engineer
Lexin Murphy	Director of Planning Services
Justin Hobbs	Police Officer
Paul Henley	Fire Chief
Andy Kancel	Police Chief

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 Will Langford gave the invocation and Mayor France led the pledges.

D. PRESENTATIONS

1. Update on regional transportation programs or initiatives by City of Lewisville Mayor Pro Tem Brandon Jones, Regional Transportation Council (RTC), representing the cities/towns of Lewisville, Highland Village, and Flower Mound.

City of Lewisville, Mayor Pro Tem Brandon Jones gave a presentation identifying or noting:

- Representatives
- What RTC does
- 2045 mobility plan
- References

and he responded to questions from Council regarding:

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- Clarification for the segment of 2499 to be expanded
2. Announcement and presentation of National Night Out neighborhood winners.

Officer Hobbs announced the 2022 National Night Out winners as follows:

- Bridlewood (large HOA category)
 - The Peninsula (small HOA category)
 - The Wager Road Neighborhood (individual party category)
3. Presentation by the Friends of the Library of a donation to the Town in the amount of \$60,000.

Ann Martin, President, Friends of the Public Library, provided background information about the donation and what the funds are used for.

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

Mayor France recited the proclamation and presented it to Ron Miller, Chair, Cultural Arts Commission.

E. PUBLIC COMMENT

No one spoke.

F. ANNOUNCEMENTS

Councilmember Schiestel offered thanks to everyone that participated in the Veterans Day Ceremony.

Councilmember Engel reported on a pinning ceremony at the Fire Department for various promotions. He also reported it's not too late to sign up for Dorothy's Dash.

Deputy Mayor Pro Tem Martin announced there is an Art Party at the Library on November 11. She also provided additional information on the Dorothy's Dash event.

Mayor Pro Tem Sharma announced there is a Veterans Day relay on November 11.

Mayor France announced that Nov 8 is Election Day.

G. TOWN MANAGER'S REPORT

Mr. Childers provided an update on the following items:

1. Capital improvement projects

No discussion.

2. Economic Development projects

Lakeside International Office Center recently acquired a corporate company (Home Franchise Concepts) that will take over the third floor.

3. Operational updates

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- a. Fire Chief Henley and Police Chief Kancel reported on a recent medical response situation that involved police personnel.
- b. Mr. Childers highlighted three departments for recent awards received:
 - 1. Fleet Services (Clean Fleets Award)
 - 2. Planning Services (Excellence in Planning Award)
 - 3. Communications (twenty two awards received from the Texas Association)

H. FUTURE AGENDA ITEMS

- 1. There were no future agenda item request.

I. COORDINATION OF CALENDARS

- 1. A work session is scheduled for Thursday, November 17; December 15
- 2. A regular meeting is scheduled for Monday, November 21; December 5 and 19

Mayor France asked if everyone plans to attend the above referenced meetings. Councilmember Schiestel indicated he will not be available on November 21. Councilmember Taylor indicated he is tentative for the November 17th work session.

J. CONSENT ITEMS

- 1. Consider approval of the minutes from a regular meeting of the Town Council held on October 17, 2022, a work session on October 20, 2022, and a special meeting on October 28-29, 202
- 2. Consider approval of the award of RFP No. 2023-2-A with McGriff, Seibels, & Williams of Texas, Inc. in the amount of \$50,000 for health benefits brokers services with McGriff, Seibels, & Williams of Texas, Inc., and authorization for the Mayor to execute same on behalf of the Town.
- 3. Consider approval of an Interlocal Cooperation Agreement with Denton County for the provision of library services for the benefit of the citizens of Denton County, and authorization for the mayor to execute same on behalf of the Town.
- 4. Consider approval of a Professional Services Agreement for the Denton Creek and Prairie Vista Wastewater Model update project, with Kimley-Horn, for \$82,000; and authorization for the Mayor to execute same on behalf of the Town.
- 5. Consider approval of an Ordinance amending Chapter 14, "Buildings and Building Regulations," Article XVI – Fences in the Floodplain Prohibited, of the Code of Ordinances of the Town of Flower Mound; and authorization for the Mayor to execute same on behalf of the Town.

ORDINANCE NO. 52-22

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 14-610 "DEFINITIONS," OF ARTICLE XVI, "FENCES IN THE FLOODPLAIN PROHIBITED," OF CHAPTER 14, "BUILDINGS AND BUILDING REGULATIONS," OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, BY DEFINING THE TERM "TOWN MANAGER" AND UPDATING THE CONFLICTS WITH OTHER ORDINANCES SECTION; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE;

PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

6. Consider approval of Change Order No. 3 for the construction of the FM2499 12-Inch Water Line Phase I (Dixon to South of FM1171) project, amending the contract with GRod Construction, LLC, to provide for an increase to the contract in the amount of \$18,993.85; and authorization for the Mayor to execute same on behalf of the Town.
7. Consider approval of the annual purchase contract for asphalt Pavement Resurfacing Services from Reynolds Asphalt & Construction Company, through a City of Grand Prairie Contract (#21157) for an estimated total of \$780,000.00.
8. Consider approval of a Professional Services Agreement with Policy Confluence, Inc. for survey services in the amount of \$17,000; and authorization for the Mayor to execute same on behalf of the Town.
9. Consider approval of a Service Agreement with Stryker ProCare for the Fire Department's emergency medical equipment in the amount of \$119,377.00 due in four equal annual payments; and authorization for the Mayor to execute same on behalf of the Town.
10. Consider approval for the purchase of desktop and laptop computers, ruggedized laptop computers and peripherals from Dell, in the amount of \$172,381.51
11. Consider approval of purchasing two (2) 2023 Ford Escape Small SUVs for the Information Technology Division, per Town of Flower Mound specifications, for \$58,712.50
12. Consider approval of purchasing one (1) 2023 Ford PIU SUV Hybrid with Police Equipment Packages as per Town of Flower Mound Specifications and Vendor estimate from Silsbee Ford for \$76,226.25.
13. Consider approval of purchasing one (1) 2023 Ford F150 Crew Cab 4-wheel drive truck with Police Equipment Packages as per Town of Flower Mound Specifications and Vendor estimate from Silsbee Ford for \$58,413.21.
14. Consider approval of purchasing one (1) 2023 Dodge Charger with Police Equipment Packages as per Town of Flower Mound Specifications and Vendor estimate from Donaldson Chrysler Dodge Jeep Ram (CDJR) for \$60,845.16.
15. Consider approval of purchasing thirteen (13) 2023 Chevrolet Tahoes with Police Equipment Packages as per Town of Flower Mound Specifications and Vendor estimate from Lake Country Chevrolet for \$887,805.50.
16. Consider approval of the purchase of two (2) 2023 Chevrolet Silverado double cab trucks per Town of Flower Mound specifications and quote from Lake Country Chevrolet for \$78,056.90

Mayor Pro Tem Sharma moved to approve by consent Items 1 – 16, as presented in the agenda caption. Councilmember Schiestel seconded the motion. Each item, as approved by consent, is restated above, and if applicable, the Ordinance or Resolution caption for each, for the record.

VOTE ON MOTION:

AYES: TAYLOR, SCHIESTEL, ENGEL, MARTIN, SHARMA

NAYS: NONE

Motion passed

K. REGULAR ITEMS

Mayor France opened Items #17 & #18 at the same time

17. Public Hearing to consider an ordinance amending the Master Plan (MPA22-0001 – Cross Timbers Conservation Development District Update) by amending Section 1 “Land Use Plan,” Section 2 “Area Plan,” and Section 4 “Urban Design Plan,” for the purpose of updating conservation expectations and vision within the Cross Timbers Conservation Development District. (PZ recommended approval by a vote of 6 to 0 at its October 10, 2022, meeting.) (The Town Council postponed this item to a date certain by a vote of 4 to 0 at its October 17, 2022, meeting.)
18. Public Hearing to consider an ordinance amending the Land Development Regulations (LDR22-0002 – Cross Timbers Conservation Development District Update) by amending Chapter 98 “Zoning,” of the Town's Code of Ordinances to amend conservation development standards within the Cross Timbers Conservation Development District. (PZ recommended approval by a vote of 6 to 0 at its October 10, 2022, meeting.) (The Town Council postponed this item to a date certain by a vote of 4 to 0 at its October 17, 2022, meeting.)

Staff Presentation

Ms. Murphy gave a presentation for items 17 and 18 identifying or noting:

- Purpose of Cross Timbers Conservation Development District (CTCDD)
- Environmentally sensitive areas
- Conservation – type developments
- Town correspondence and process
- Key meetings
- Back to basics (public input)
- Land use and urban design plans
- Land use map
- Area plan – CTCDD
- Land Development Regulations changes
- Summary (major points)

and she, or Mr. Dalton, responded to questions from council regarding:

- Objective for conducting an annual review
- Clarification regarding the cluster development option
- Incentives (landowner benefits)
- Resident survey response as it relates to incentives for developers who conserve land
- Parks (dog park)
- Lighting limitations
- ECC review component

Mayor France opened the Public Hearing for items 17 and 18 at 7:27 p.m.

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

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Support: Comments/Questions	Opposition: Comments/Questions	Question(s)/Comments Only or Support or Opposition Unknown
Marc & Caroline Finley, 2600 Bourne Ln*	Chris Bowman, 3031 High Rd	Mike Boswell, 2665 Virginia
Glen & Kia Mastey, 3608 Polo Run*	Reginald Rembert, 4316 Laura Ln	
Toni Moffitt, 516 Newport Dr*	Curtis Loveless, 3708 Granada, Denton, TX	
Beth & Julianne Soderberg, 3100 Wager*	Sally & Waddell Mashburn, 6051 Walnut Hill Cir, Dallas, TX	
Jacque & Larry Narrell, 4801 Lusk Ln*	Charlie Cummings, 7100 Cross Timbers	
Gerard & Harrison Tobin, 5605 Southern Hill Ct*		
Karla & Mark Walz, 3616 Wolcott Dr*		
Marsha Gavitt, 6501 Meadowcrest		
Tim Whisenant, 2300 Olympia # 1484		
Fred Vincent, 3933 Bordeaux Cir		
Scott Langley, 800 Carter Ct		

**Did not wish to speak.*

Mayor France closed the Public Hearing at 7:56 p.m.

There was Council discussion regarding:

- How some of the changes are warranted and cleans up things needed in the Town
- Concerns regarding the elimination of incentives/cluster option for developers going from 1.6 to 2 acres per lot and the impact to the landowners
- Conservation is the priority and not economic development
- Some initial concerns with the changes being rushed, but later concluded otherwise after reviewing the amount of public input opportunities
- Purpose of making the change and in a way brings it back to the original intent
- Equal treatment to landowners
- Cluster development concept remains; however, it's more about a change to that option
- Recognize landowner rights and the proposed change offers a good compromise
- Conservation development option still exist and it's in line with what residents said they wanted over the course of 16 months
- Resident survey results
- Campaigning as it relates to the Master Plan

Mayor Pro Tem Sharma moved to approve item 17 as presented. Deputy Mayor Pro Tem Martin seconded the motion.

ORDINANCE NO. 53-22

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE FLOWER MOUND 2001 MASTER PLAN BY AMENDING ORDINANCE NO 24-01, IN PART, WHICH ADOPTED THE MASTER PLAN, BY REPLACING AND REPLACING SECTIONS 1.0, "LAND USE PLAN;" 2.0, "AREA

PLANS;" AND 4.0, "URBAN DESIGN PLAN;" PROVIDING THIS ORDINANCE IS CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:

Motion passed

AYES: SHARMA, MARTIN, SCHIESTEL, TAYLOR

NAYS: ENGEL

Mayor Pro Tem Sharma moved to approve item 18 as presented. Deputy Mayor Pro Tem Martin seconded the motion.

ORDINANCE NO. 54-22

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 98, "ZONING," OF THE TOWN'S CODE OF ORDINANCES, TO AMEND CONSERVATION DEVELOPMENT STANDARDS RELATED TO THE CROSS TIMBERS CONSERVATION DEVELOPMENT DISTRICT; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:

Motion passed

AYES: TAYLOR, SCHIESTEL, MARTIN, SHARMA

NAYS: ENGEL

19. Public Hearing to consider a request for a Comprehensive Sign Package (CSP22-0003 – Shiloh Cemetery Arch) for Shiloh Cemetery. The property is generally located north of Cross Timbers Road and west of Shiloh Road. (PZ recommended approval by a vote of 6 to 0 at its October 24, 2022, meeting.)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- General and detailed location
- Land use and zoning
- Old Shiloh Cemetery archway sign
- Purpose of comprehensive sign package
- Site photos
- Site location
- Sign dimensions
- Sign examples

and she responded to questions regarding

- Sign types in the land development regulations
- What type of sign would be allowed without the comprehensive sign package

Mayor France opened the public hearing at 8:15 p.m.

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

Support: Comments/Questions	Opposition: Comments/Questions	Question(s)/Comments Only or Support or Opposition Unknown
Dick Cassidy, 4451 Dale Earnhardt, Northlake (representing applicant)	None	None

Mayor France closed the public hearing at 8:16 p.m.

Councilmember Engel moved to approve item 19 as presented. Councilmember Taylor seconded the motion.

VOTE ON MOTION:*Motion passed***AYES: SHARMA, MARTIN, ENGEL, SCHIESTEL, TAYLOR****NAYS: NONE****L. BOARDS/COMMISSIONS**

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, Historical Commission Task Force, 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 8:17 p.m. on November 7, 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 9:31 p.m. on November 7, 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
2. Housing Discrimination Complaint
3. La Estancia Investments, L.P., v. Town of Flower Mound

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- 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.

O. ADJOURN REGULAR MEETING

Mayor France adjourned the meeting at 9:32 p.m. on Monday, November 7, 2022, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

DEREK FRANCE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 2

CONSENT ITEM

DATE: November 21, 2022

FROM: Theresa Scott, Town Secretary

ITEM: **Consider approval of an ordinance canvassing returns and declaring results of a special election held November 8, 2022, for the purpose of considering a ballot proposition for the reauthorization of the local sales and use tax at the rate of one-fourth of one percent, and to continue providing revenue for maintenance and repair of municipal streets.**

BACKGROUND INFORMATION:

The Special Election was held on November 8, 2022, with Flower Mound voters in Denton and Tarrant County casting ballots on Election Day and during early voting. The Texas Election Code requires that canvassing the results takes place between the 3rd and 14th day after the election date.

The Town Council, adopted Ordinance 36-22 on August 8, 2022, ordering the Special Election, and for a reauthorization period of four years, in accordance with Texas Tax Code, Section 327.007 (a).

The Notice of Special Election was published October 22-23, 2022, in the Denton Record Chronicle.

The Town contracted with Denton and Tarrant Counties to conduct the election.

Flower Mound Registered Voters:

Denton County: 56,715

Tarrant County: 632

Total: 57,347

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

ATTACHMENTS:

1. Draft Ordinance
2. Canvass Report (Tarrant County official report may not be available until Mon, 11/21)

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

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. ____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, CANVASSING RETURNS AND DECLARING RESULTS OF A SPECIAL ELECTION HELD NOVEMBER 8, 2022, FOR THE PURPOSE OF CONSIDERING A BALLOT PROPOSITION FOR THE REAUTHORIZATION OF THE MUNICIPAL SALES AND USE TAX FOR STREET MAINTENANCE AND REPAIR IN THE TOWN OF FLOWER MOUND AT THE RATE OF ONE-QUARTER OF ONE PERCENT TO CONTINUE PROVIDING REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS; CONTINUING THE MAINTENANCE AND REPAIR OF STREETS IN THE TOWN OF FLOWER MOUND; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of Flower Mound, Texas (the "Town"), caused to be published in accordance with the laws of the State of Texas, notice of the election held November 8, 2022, to consider one ballot proposition to reauthorize the street maintenance sales and use tax at the rate of one-quarter of one percent;

WHEREAS, notice of election was properly given by the Town as required by law; and

WHEREAS, said election was duly and legally held on November 8, 2022, in the Town and in conformity with the election laws of the State of Texas, and the results of said election have been certified and returned by the proper judge and clerks thereof; and

WHEREAS, the Town Council has considered the returns of said election held November 8, 2022, and pursuant to state law and Section 5.07 of the Home Rule Charter of the Town, the Council shall canvass and declare the official results; and

WHEREAS, the election returns, duly and legally made, showed that there were cast at said election a total of 32,743 valid and legal votes, of which 24,649 were cast early, and 8,094 were cast on Election Day; and that the measure in said election received the following votes:

Proposition C

"The reauthorization of the local sales and use tax in the Town of Flower Mound at the rate of one-quarter (1/4) of one percent (1%) to continue providing revenue for maintenance and repair of municipal streets. The tax expires on the fourth anniversary of the date of this election unless the imposition of the tax is reauthorized."

Denton County:

	Absentee	Early Voting	Election Day	Total	Total Percentage
For	963	19,376	6,342	26,681	82.27%
Against	129	3,945	1,676	5,750	17.73%

Tarrant County:

	Absentee	Early Voting	Election Day	Total	Total Percentage
For	12	189	68	269	86.22%
Against	1	34	8	43	13.78%

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

SECTION 1

Each and every one of the recitals, findings, and determinations contained in the preamble of this Ordinance are found to be true and correct and are hereby repeated and incorporated herein as if copied in their entirety.

SECTION 2

The Town Council of the Town of Flower Mound, Texas, officially finds and determines an election was duly ordered to be held in the Town of Flower Mound, Texas, on the 8th day of November, 2022, for the purpose of voting on a ballot proposition to reauthorize the municipal sales and use tax for street maintenance and repair at a rate of one-quarter of one percent, in the Town of Flower Mound, Texas. Further, that proper notice of said election was duly given; that said election has been made and delivered; and that the Town Council has duly canvassed said returns, attached hereto as ***Exhibit A***, in accordance with the law.

SECTION 3

The Town Council of the Town of Flower Mound, Texas, officially finds and determines that the following votes were cast at said Special Election, and that the canvass of the votes cast in said election and returns thereof, attached hereto as ***Exhibit A***, were made in accordance with the law.

Denton and Tarrant County:

For	26,950	"The reauthorization of the local sales and use tax in the Town of Flower Mound at the rate of one-quarter of one percent to continue providing
Against	5,793	revenue for maintenance and repair of municipal streets. The tax expires on the fourth anniversary of the date of this election unless the imposition of the tax is reauthorized"

SECTION 4

The Town Council officially finds, determines and declares the result of said election to be that the aforesaid PROPOSITION so submitted which is shown above was approved by 26,950 votes, and such PROPOSITION has therefore passed.

SECTION 5

The Mayor is hereby authorized and directed to execute and deliver this Ordinance canvassing the Special Election, in accordance with the Texas Election Code and all other necessary action in connection therewith. The Town Secretary shall send the Texas Comptroller of Public Accounts a certified copy of this Ordinance along with a map showing the Town's boundaries in accordance with the Texas Tax Code.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, BY A VOTE OF __ TO __, ON THIS THE 21ST DAY OF
NOVEMBER, 2022.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT A**THE TOWN OF FLOWER MOUND
CANVASS OF SPECIAL ELECTION**

I, the undersigned Presiding Officer of the Town of Flower Mound, met on November 21, 2022, to canvass the returns of the Special Election held on November 8, 2022, at the Town of Flower Mound Town Hall, located at 2121 Cross Timbers Road, Flower Mound, Texas.

I DO HEREBY CERTIFY that the figures on the tally sheets correspond with the figures on the returns.

WITNESS my hand at my office of the Town of Flower Mound this 21st day of November, 2022.

Derek France
Presiding Officer

**Town of Flower Mound
Canvass**

Run Time 12:51 PM
Run Date 11/15/2022

Denton County

General & Special Elections

11/8/2022

Page 3

Unofficial Results

Registered Voters
33385 of 56715 = 58.86%

Precincts Reporting
18 of 18 = 100.00%

Town of Flower Mound Proposition C

Precinct	For	Against	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Voting Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
3138	1,840	399	2,239	74	1	82	1,670	564	2,316	3,982	58.16%
3139	2,115	407	2,522	66	1	82	1,885	624	2,591	4,575	56.63%
3140	2,082	461	2,543	63	1	57	1,817	735	2,609	4,390	59.43%
3141	2,062	511	2,573	67	0	109	1,895	636	2,640	4,233	62.37%
3142	285	98	383	9	0	13	296	84	393	656	59.91%
3143	786	191	977	35	0	34	754	224	1,012	1,784	56.73%
3144	1,809	356	2,165	60	2	79	1,635	512	2,226	3,718	59.87%
3145	2,149	482	2,631	81	1	80	1,930	704	2,714	4,615	58.81%
3146	1,334	314	1,648	42	1	60	1,249	383	1,692	2,705	62.55%
3147	2,196	437	2,633	80	1	127	1,968	621	2,716	4,497	60.40%
3148	1,141	253	1,394	48	1	42	964	438	1,444	2,744	52.62%
3149	1,461	257	1,718	48	1	80	1,250	437	1,767	3,257	54.25%
3150	1,188	289	1,477	45	1	50	1,025	447	1,522	2,730	55.75%
3151	1,715	377	2,092	46	1	71	1,518	551	2,140	3,549	60.30%
4204	1,603	319	1,922	62	1	69	1,454	467	1,990	3,285	60.58%
4205	2,025	395	2,420	62	0	65	1,882	535	2,482	4,209	58.97%
4208	884	199	1,083	34	1	23	775	320	1,118	1,759	63.56%
4209	6	5	11	1	0	0	9	4	13	27	48.15%
Totals	26,681	5,750	32,431	923	14	1,123	23,976	8,286	33,385	56,715	58.86%

Cumulative Results

Tarrant County

Unofficial Results

Official Report

Joint General and Special Election

Ballots Cast

592227

Run Time 3:54 AM

11/8/2022

Run Date 11/09/2022

Page 15

Town of Flower Mound Proposition A

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
For		10	76.92%	199	88.84%	63	82.89%	272	86.90%
Against		3	23.08%	25	11.16%	13	17.11%	41	13.10%
Cast Votes:		13	100.00%	224	100.00%	76	100.00%	313	100.00%
Undervotes:		0		10		4		14	
Overvotes:		0		0		0		0	

Town of Flower Mound Proposition B

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
For		13	100.00%	209	92.89%	75	96.15%	297	93.99%
Against		0	0.00%	16	7.11%	3	3.85%	19	6.01%
Cast Votes:		13	100.00%	225	100.00%	78	100.00%	316	100.00%
Undervotes:		0		9		2		11	
Overvotes:		0		0		0		0	

Town of Flower Mound Proposition C

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
For		12	92.31%	189	84.75%	68	89.47%	269	86.22%
Against		1	7.69%	34	15.25%	8	10.53%	43	13.78%
Cast Votes:		13	100.00%	223	100.00%	76	100.00%	312	100.00%
Undervotes:		0		11		4		15	
Overvotes:		0		0		0		0	



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: November 21, 2022

FROM: Theresa Scott, Town Secretary

ITEM: The Town of Flower Mound Crime Control and Prevention District Board to consider approval of an order canvassing the results of a special election held on November 8, 2022, for the purpose of considering a ballot proposition to continue the Crime Control and Prevention District sales and use tax at the rate of one-fourth of one percent to provide revenue for crime control and prevention programs within the district.

BACKGROUND INFORMATION:

The Special Election was held on November 8, 2022, with Flower Mound voters in Denton and Tarrant County casting ballots on Election Day and during early voting. The Texas Election Code requires that canvassing the results takes place between the 3rd and 14th day after the election date.

The Town Council, acting as Board of Directors for the Crime Control and Prevention District, adopted Order 01-22 on August 8, 2022, ordering the Special Election, and with a reauthorization period of 20 years, and in accordance with Local Government Code, Section 363. The previous reauthorization period was for 10 years.

The Notice of Special Election was published October 22-23, 2022 in the Denton Record Chronicle.

The Town contracted with Denton and Tarrant Counties to conduct the election.

Flower Mound Registered Voters:

Denton County: 56,715

Tarrant County: 632

Total: 57,347

LEGAL REVIEW: Autumn Keefer of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the order as to form and legality.

ATTACHMENTS:

1. Draft Order
2. Canvass Report (Tarrant County official report may not be available until Mon, 11/21)

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

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

AN ORDER OF THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND CRIME CONTROL AND PREVENTION DISTRICT, CANVASSING RETURNS AND DECLARING RESULTS OF A SPECIAL ELECTION HELD ON NOVEMBER 8, 2022, FOR THE PURPOSE OF CONSIDERING A BALLOT PROPOSITION FOR THE CONTINUATION OF THE CRIME CONTROL AND PREVENTION DISTRICT AND CONTINUATION OF THE CRIME CONTROL AND PREVENTION DISTRICT SALES AND USE TAX AT THE RATE OF ONE-FOURTH OF ONE PERCENT DEDICATED TO CRIME CONTROL AND PREVENTION PROGRAMS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 8, 2022, an election was held in the Town of Flower Mound Crime Control and Prevention District, comprising the Town of Flower Mound, Texas, to consider a ballot proposition to continue the Town of Flower Mound Crime Control and Prevention District dedicated to crime reduction programs and to continue local sales and use tax at a rate of one-fourth of one percent; and

WHEREAS, the official returns, including returns of early voting ballots cast, of the presiding judges of the Special Election have been presented and delivered; and the Board of Directors acting in capacity as the Canvassing Board has duly canvassed said returns in accordance with the law; and

WHEREAS, the returns of the Special Election, including the returns of the early voting ballots, duly and legally made, showed the local sales and use tax ballot proposition received the following votes:

Proposition A

"Whether the Town of Flower Mound Crime Control and Prevention District should be continued for 20 years, and the Crime Control and Prevention District sales tax should be continued for 20 years."

Denton County:

	Absentee	Early Voting	Election Day	Total	Total Percentage
For	921	19,597	6,620	27,138	83.40%
Against	169	3,791	1,443	5,403	16.60%

Tarrant County:

	Absentee	Early Voting	Election Day	Total	Total Percentage
For	10	199	63	272	86.90%
Against	3	25	13	41	13.10%

WHEREAS, Section 67.003(c) of the Texas Election Code provides for canvassing of election results not earlier than the third (3rd) day or later than the fourteenth (14th) day after the November 8, 2022, election date; and

WHEREAS, Section 67.004(a) of the Texas Election Code also provides that only two (2) members of the governing body are needed and constitute a quorum for the purpose of canvassing election results; and

WHEREAS, a quorum of the Board of Directors of the Town of Flower Mound Crime Control and Prevention District met on Monday, November 21, 2022, and duly canvassed the election returns of the above-mentioned election, hereby attached as Exhibit A.

NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND CRIME CONTROL AND PREVENTION DISTRICT THAT:

SECTION 1

All of the above premises are found to be true and correct and are incorporated into the body of this Order as if copied in their entirety.

SECTION 2

The Board of Directors of the Flower Mound Crime Control and Prevention District officially finds and determines an election was duly ordered to be held in the Town of Flower Mound, Texas, on the 8th day of November, 2022, for the purpose of voting on a ballot proposition to continue the Town of Flower Mound Crime Control and Prevention District for the purpose of crime reduction programs and to continue a local sales and use tax at a rate of one-fourth of one percent, in the Town of Flower Mound, Texas; that proper notice of said election was duly given; that said election has been made and delivered; and that the Board of Directors has duly canvassed said returns all in accordance with the law.

SECTION 3

The Board of Directors of the Flower Mound Crime Control and Prevention District officially finds and determines that only qualified resident voters of the District were allowed to vote at said Special Election, the following votes were cast at said Special Election, and that the canvass of the votes cast in said election and returns thereof, which is attached hereto as Exhibit A, were made in accordance with the law.

For: 27,410	Whether the Town of Flower Mound Crime Control and Prevention District should be continued for 20 years, and the Crime Control and Prevention District sales tax should be continued for 20 years
Against: 5,444	

SECTION 4

Pursuant to the applicable provisions of the Texas Local Government Code and the Texas Election Code, the Board of Directors of the Flower Mound Crime Control and Prevention District officially finds and determines that a majority of the votes cast at said election were in favor of the above ballot proposition. Therefore, it is hereby ordered that the Town of Flower Mound Crime Control and Prevention District and the Town of Flower Mound Crime Control and Prevention District local sales and use tax at a rate of one-fourth of one percent are hereby continued for 20 years.

SECTION 5

The Presiding Officer is hereby authorized and directed to execute and deliver the Canvass of the Special Election, a copy of which is attached hereto as Exhibit A, in accordance with the election laws of the State of Texas, and to take all other action necessary in connection with the continuation of the Town of Flower Mound Crime Control and Prevention District.

SECTION 6

If any word, section, article, phrase, paragraph, sentence, clause, or portion of this Order or application thereto to any person or circumstance is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Order; and the Board of Directors hereby declares it would have passed such remaining portions of this Order despite such invalidity which remaining portions shall remain in full force and effect.

SECTION 7

This Order shall take effect from and after its passage.

DULY PASSED AND APPROVED BY THE BOARD OF DIRECTORS OF THE FLOWER MOUND CRIME CONTROL AND PREVENTION DISTRICT, BY A VOTE OF _____ TO _____, ON THIS 21st DAY OF NOVEMBER, 2022.

APPROVED:

Derek France, Presiding Officer

EXHIBIT A**THE TOWN OF FLOWER MOUND
CRIME CONTROL AND PREVENTION DISTRICT
CANVASS OF SPECIAL ELECTION**

I, the undersigned Presiding Officer of the Town of Flower Mound Crime Control and Prevention District and Presiding Officer of the Canvassing Authority of the District met on November 21, 2022, with the District sitting as the Canvassing Board to canvass the returns of the Special Election held on November 8, 2022, at the Town of Flower Mound Town Hall, located at 2121 Cross Timbers Road, Flower Mound, Texas.

I DO HEREBY CERTIFY that the figures on the tally sheets correspond with the figures on the returns.

WITNESS my hand at my office of the Town of Flower Mound Crime Control and Prevention District this 21st day of November, 2022.

Derek France
Presiding Officer of the
Canvassing Authority of the
Town of Flower Mound Crime Control
and Prevention District

**Town of Flower Mound
Canvass**

Run Time 12:51 PM
Run Date 11/15/2022

Denton County

General & Special Elections

11/8/2022

Page 1

Unofficial Results

Registered Voters
33385 of 56715 = 58.86%

Precincts Reporting
18 of 18 = 100.00%

Town of Flower Mound Proposition A

Precinct	For	Against	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Voting Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
3138	1,902	350	2,252	59	3	82	1,670	564	2,316	3,982	58.16%
3139	2,166	364	2,530	55	4	82	1,885	624	2,591	4,575	56.63%
3140	2,113	427	2,540	64	3	57	1,817	735	2,609	4,390	59.43%
3141	2,113	459	2,572	66	2	109	1,895	636	2,640	4,233	62.37%
3142	306	76	382	9	1	13	296	84	393	656	59.91%
3143	818	164	982	29	1	34	754	224	1,012	1,784	56.73%
3144	1,830	343	2,173	54	0	79	1,635	512	2,226	3,718	59.87%
3145	2,169	477	2,646	66	1	80	1,930	704	2,714	4,615	58.81%
3146	1,354	290	1,644	47	0	60	1,249	383	1,692	2,705	62.55%
3147	2,198	452	2,650	62	2	127	1,968	621	2,716	4,497	60.40%
3148	1,143	260	1,403	38	2	42	964	438	1,444	2,744	52.62%
3149	1,450	272	1,722	43	2	80	1,250	437	1,767	3,257	54.25%
3150	1,195	293	1,488	35	0	50	1,025	447	1,522	2,730	55.75%
3151	1,795	312	2,107	31	1	71	1,518	551	2,140	3,549	60.30%
4204	1,583	347	1,930	54	1	69	1,454	467	1,990	3,285	60.58%
4205	2,054	363	2,417	61	4	65	1,882	535	2,482	4,209	58.97%
4208	941	150	1,091	27	0	23	775	320	1,118	1,759	63.56%
4209	8	4	12	0	0	0	9	4	13	27	48.15%
Totals	27,138	5,403	32,541	800	27	1,123	23,976	8,286	33,385	56,715	58.86%

Cumulative Results

Tarrant County

Unofficial Results

Official Report

Joint General and Special Election

Ballots Cast

592227

Run Time 3:54 AM

11/8/2022

Run Date 11/09/2022

Page 15

Town of Flower Mound Proposition A

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
For		10	76.92%	199	88.84%	63	82.89%	272	86.90%
Against		3	23.08%	25	11.16%	13	17.11%	41	13.10%
Cast Votes:		13	100.00%	224	100.00%	76	100.00%	313	100.00%
Undervotes:		0		10		4		14	
Overvotes:		0		0		0		0	

Town of Flower Mound Proposition B

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
For		13	100.00%	209	92.89%	75	96.15%	297	93.99%
Against		0	0.00%	16	7.11%	3	3.85%	19	6.01%
Cast Votes:		13	100.00%	225	100.00%	78	100.00%	316	100.00%
Undervotes:		0		9		2		11	
Overvotes:		0		0		0		0	

Town of Flower Mound Proposition C

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
For		12	92.31%	189	84.75%	68	89.47%	269	86.22%
Against		1	7.69%	34	15.25%	8	10.53%	43	13.78%
Cast Votes:		13	100.00%	223	100.00%	76	100.00%	312	100.00%
Undervotes:		0		11		4		15	
Overvotes:		0		0		0		0	



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: November 21, 2022

FROM: Theresa Scott, Town Secretary

ITEM: The Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Board to consider approval of an order canvassing the results of a special election held on November 8, 2022, for the purpose of considering a ballot proposition to continue the Fire Control, Prevention, and Emergency Medical Services District sales and use tax at the rate of one-fourth of one percent to provide revenue for fire safety and emergency medical services programs within the District.

BACKGROUND INFORMATION:

The Special Election was held on November 8, 2022, with Flower Mound voters in Denton and Tarrant County casting ballots on Election Day and during early voting. The Texas Election Code requires that canvassing the results takes place between the 3rd and 14th day after the election date.

The Town Council, acting as Board of Directors for the Fire Control, Prevention, and Emergency Medical Services District, adopted Order 02-22 on August 8, 2022, ordering the Special Election, and with a reauthorization period of 20 years, and in accordance with Local Government Code, Section 363. The previous reauthorization period was for 10 years.

The Notice of Special Election was published October 22-23, 2022, in the Denton Record Chronicle.

The Town contracted with Denton and Tarrant Counties to conduct the election.

Flower Mound Registered Voters:

Denton County: 56,715

Tarrant County: 632

Total: 57,347

LEGAL REVIEW: Autumn Keefer of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the order as to form and legality.

ATTACHMENTS:

1. Draft Order
2. Canvass Report (Tarrant County official report may not be available until Mon, 11/21)

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

TOWN OF FLOWER MOUND, TEXAS

ORDER NO. _____

AN ORDER OF THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT, CANVASSING RETURNS AND DECLARING RESULTS OF A SPECIAL ELECTION HELD ON NOVEMBER 8, 2022, FOR THE PURPOSE OF CONSIDERING A BALLOT PROPOSITION FOR THE CONTINUATION OF THE FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT AND THE CONTINUATION OF THE FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT SALES AND USE TAX AT THE RATE OF ONE-FOURTH OF ONE PERCENT DEDICATED TO FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL PROGRAMS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 8, 2022, an election was held in the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District, comprising the Town of Flower Mound, Texas, to consider a ballot proposition to continue the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District dedicated to fire control, prevention, and emergency medical programs and to continue local sales and use tax at a rate of one-fourth of one percent; and

WHEREAS, the official returns, including returns of early voting ballots cast, of the presiding judges of the Special Election have been presented and delivered; and the Board of Directors acting in capacity as the Canvassing Board has duly canvassed said returns in accordance with the law; and

WHEREAS, the returns of the Special Election, including the returns of the early voting ballots, duly and legally made, showed the local sales and use tax ballot proposition received the following votes:

Proposition B

"Whether the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District should be continued for 20 years, and the Fire Control, Prevention, and Emergency Medical Services District sales tax should be continued for 20 years."

Denton County:

	Absentee	Early Voting	Election Day	Total	Total Percentage
For	1,006	21,369	7,328	29,703	91.04%
Against	88	2,082	755	2,925	8.96%

Tarrant County:

	Absentee	Early Voting	Election Day	Total	Total Percentage
For	13	209	75	297	93.99%
Against	0	16	3	19	6.01%

WHEREAS, Section 67.003(c) of the Texas Election Code provides for canvassing of election results not earlier than the third (3rd) day or later than the fourteenth (14th) day after the November 8, 2022, election date; and

WHEREAS, Section 67.004(a) of the Texas Election Code also provides that only two (2) members of the governing body are needed and constitute a quorum for the purpose of canvassing election results; and

WHEREAS, a quorum of the Board of Directors of the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District met on Monday, November 21, 2022, and duly canvassed the election returns of the above-mentioned election, hereby attached as Exhibit A.

NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT THAT:

SECTION 1

All of the above premises are found to be true and correct and are incorporated into the body of this Order as if copied in their entirety.

SECTION 2

The Board of Directors of the Flower Mound Fire Control, Prevention, and Emergency Medical Services District officially finds and determines an election was duly ordered to be held in the Town of Flower Mound, Texas, on the 8th day of November, 2022, for the purpose of voting on a ballot proposition to continue the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District for the purpose of fire control, prevention, and emergency medical services programs and to continue the local sales and use tax at a rate of one-fourth of one percent, in the Town of Flower Mound, Texas; that proper notice of said election was duly given; that said election has been made and delivered; and that the Board of Directors has duly canvassed said returns all in accordance with the law.

SECTION 3

The Board of Directors of the Flower Mound Fire Control, Prevention, and Emergency Medical Services District officially finds and determines that only qualified resident voters of the District were allowed to vote at said Special Election, and following votes were cast at said Special Election, and that the canvass of the votes cast in said Special Election and returns thereof, which is attached hereto as Exhibit A, were made in accordance with the law.

For: 30,000	Whether the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District should be continued for 20 years, and the Fire Control, Prevention, and Emergency Medical Services District sales tax should be continued for 20 years.
Against: 2,944	

SECTION 4

Pursuant to the applicable provisions of the Texas Local Government Code and the Texas Election Code, the Board of Directors of the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District officially finds and determines that a majority of the votes cast at said election were in favor of the above ballot proposition. Therefore, it is hereby ordered that the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District is hereby continued for 20 years and the Town of Flower Mound Fire Control, Prevention, and

Emergency Medical Services District local sales and use tax is continued at a rate of one-fourth of one percent for 20 years.

SECTION 5

The Presiding Officer is hereby authorized and directed to execute and deliver the Canvass of the Special Election, a copy of which is attached hereto as Exhibit A, in accordance with the election laws of the State of Texas, and to take all other action necessary in connection with the continuation of the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District.

SECTION 6

If any word, section, article, phrase, paragraph, sentence, clause, or portion of this Order or application thereto to any person or circumstance is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Order; and the Board of Directors hereby declares it would have passed such remaining portions of this Order despite such invalidity which remaining portions shall remain in full force and effect.

SECTION 7

This Order shall take effect from and after its passage.

DULY PASSED AND APPROVED BY THE BOARD OF DIRECTORS OF THE FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT, BY A VOTE OF _____ TO _____, ON THIS THE 21ST DAY OF NOVEMBER, 2022.

APPROVED:

Derek France, Presiding Officer

EXHIBIT A**THE TOWN OF FLOWER MOUND
FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT
CANVASS OF SPECIAL ELECTION**

I, the undersigned Presiding Officer of the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District and Presiding Officer of the Canvassing Authority of the District met on November 21, 2022, with the District sitting as the Canvassing Board to canvass the returns of the Special Election held on November 8, 2022, at the Town of Flower Mound Town Hall, located at 2121 Cross Timbers Road, Flower Mound, Texas.

I DO HEREBY CERTIFY that the figures on the tally sheets correspond with the figures on the returns.

WITNESS my hand at my office of the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District this the 21st day of November, 2022.

Derek France
Presiding Officer of the
Canvassing Authority of the
Town of Flower Mound Fire Control,
Prevention, and Emergency Medical
Services District

**Town of Flower Mound
Canvass**

Run Time 12:51 PM
Run Date 11/15/2022

Denton County

General & Special Elections

11/8/2022

Page 2

Unofficial Results

Registered Voters
33385 of 56715 = 58.86%

Precincts Reporting
18 of 18 = 100.00%

Town of Flower Mound Proposition B

Precinct	For	Against	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Voting Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
3138	2,065	197	2,262	52	0	82	1,670	564	2,316	3,982	58.16%
3139	2,326	209	2,535	53	1	82	1,885	624	2,591	4,575	56.63%
3140	2,301	253	2,554	53	0	57	1,817	735	2,609	4,390	59.43%
3141	2,304	277	2,581	59	0	109	1,895	636	2,640	4,233	62.37%
3142	329	54	383	9	0	13	296	84	393	656	59.91%
3143	905	83	988	24	0	34	754	224	1,012	1,784	56.73%
3144	1,999	172	2,171	55	1	79	1,635	512	2,226	3,718	59.87%
3145	2,389	261	2,650	62	1	80	1,930	704	2,714	4,615	58.81%
3146	1,489	162	1,651	39	1	60	1,249	383	1,692	2,705	62.55%
3147	2,424	232	2,656	58	0	127	1,968	621	2,716	4,497	60.40%
3148	1,299	108	1,407	36	0	42	964	438	1,444	2,744	52.62%
3149	1,603	122	1,725	42	0	80	1,250	437	1,767	3,257	54.25%
3150	1,345	144	1,489	33	1	50	1,025	447	1,522	2,730	55.75%
3151	1,951	155	2,106	32	1	71	1,518	551	2,140	3,549	60.30%
4204	1,751	184	1,935	50	0	69	1,454	467	1,990	3,285	60.58%
4205	2,207	224	2,431	51	0	65	1,882	535	2,482	4,209	58.97%
4208	1,008	84	1,092	26	0	23	775	320	1,118	1,759	63.56%
4209	8	4	12	0	0	0	9	4	13	27	48.15%
Totals	29,703	2,925	32,628	734	6	1,123	23,976	8,286	33,385	56,715	58.86%

Cumulative Results

Tarrant County

Unofficial Results

Official Report

Joint General and Special Election

Ballots Cast

592227

Run Time 3:54 AM

11/8/2022

Run Date 11/09/2022

Page 15

Town of Flower Mound Proposition A

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
For		10	76.92%	199	88.84%	63	82.89%	272	86.90%
Against		3	23.08%	25	11.16%	13	17.11%	41	13.10%
Cast Votes:		13	100.00%	224	100.00%	76	100.00%	313	100.00%
Undervotes:		0		10		4		14	
Overvotes:		0		0		0		0	

Town of Flower Mound Proposition B

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
For		13	100.00%	209	92.89%	75	96.15%	297	93.99%
Against		0	0.00%	16	7.11%	3	3.85%	19	6.01%
Cast Votes:		13	100.00%	225	100.00%	78	100.00%	316	100.00%
Undervotes:		0		9		2		11	
Overvotes:		0		0		0		0	

Town of Flower Mound Proposition C

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
For		12	92.31%	189	84.75%	68	89.47%	269	86.22%
Against		1	7.69%	34	15.25%	8	10.53%	43	13.78%
Cast Votes:		13	100.00%	223	100.00%	76	100.00%	312	100.00%
Undervotes:		0		11		4		15	
Overvotes:		0		0		0		0	



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: November 21, 2022

FROM: Tammy Wilson, Chief Financial Officer

ITEM: Consider approval of an ordinance amending the Code of Ordinances of the Town of Flower Mound through the amendment of Appendix A "Fee Schedule" of the Code of Ordinances by amending and ratifying the fee not codified in Section 70-777 relative to the charges for the Stormwater Utility System fee.

BACKGROUND INFORMATION: Every property owner and customer of the Town's Stormwater Utility System pays a Stormwater Utility System (SWUS) fee for the benefited property. The fee for residential property is based on the size of a residential lot including the following classifications: less than one acre; one to five acres; and over five acres. The multifamily, commercial, and industrial rates are based on the size of a commercial/industrial building including the following classifications: less than 25,000 square feet; 25,000 to 50,000 square feet; and over 50,000 square feet.

Lots that utilize stormwater detention facilities qualify for a 17 percent discount from the standard SWUS fee. A property may qualify for the discount through one of two methods. First, an individual lot or parcel may qualify for a discount if a stormwater detention facility is located on the property. Second, a lot or parcel may also qualify for a discount if it is part of a larger unified development or subdivision that provides stormwater detention facilities.

The Stormwater Utility System fee was adjusted during the budget process for fiscal year 2021-2022 and the new rates were conveyed to the public. The inflationary adjustment of 3.13% was effective October 1, 2021 to maintain the current level of stormwater services. The inflationary increase continues to provide a 17 percent discount to qualified properties.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$ (119,842)

Proposed Expenditure/(Revenue):	Account Number(s):
\$ (119,842)	230-4250 Stormwater Fees

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

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

ATTACHMENTS:

1. Proposed Ordinance

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

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING APPENDIX A “FEE SCHEDULE” OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND RELATIVE TO THE CHARGES FOR STORMWATER UTILITY SYSTEM FEES; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound is a home rule municipal corporation organized and existing by virtue of the Constitution and laws of the State of Texas and by its Home Rule Charter adopted November 3, 1981; and

WHEREAS, the Town of Flower Mound possesses all the rights, powers, and authorities possessed by all home rule municipalities to regulate the fees for services provided; and

WHEREAS, the Town of Flower Mound has determined that it needs to increase the fees charged for the operation and maintenance of the Town’s surface water management program designed to assist in the protection of public health and safety from loss of life and property caused by surface water overflows, surface water stagnation, and pollution arising from water runoff within the boundaries of the Town;

WHEREAS, the Town Council finds that the classification of the benefited properties and the increased fees charged for the operation and maintenance of the Town’s surface water management program are nondiscriminatory, reasonable, and equitable for similar services in all areas of the service area.

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

SECTION 1

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

SECTION 2

From and after the effective date of this Ordinance, Appendix A, “Fee Schedule,” of the Code of Ordinances of the Town of Flower Mound shall be amended by amending Section 70-777, Stormwater Utility System fee as follows:

Code Section Number	Description
70-777	Stormwater Utility System fee:

ORDINANCE NO. _____**PAGE 2**

(a) The drainage charge for single family residential, townhome, duplex, and mobile home parcels that are not entitled to a Discount:

- (1) For property that is less than one (1) acre in size is Four and Fifty-Five/One Hundredths Dollars (\$4.69) per month;
- (2) For property that is between one (1) acre and five (5) acres in size is Three and Ninety-Two/One Hundredths Dollars (\$4.05) per month; and
- (3) For property greater than five (5) acres in size is Three and Thirty/One Hundredths Dollars (\$3.40) per month.

(b) The drainage charge for Multi-family, Commercial, and Industrial parcels that are not entitled to a Discount:

- (1) For property that is up to twenty-five thousand (25,000) square feet in size is Thirty-Four and Twenty-Five/One Hundredths Dollars (\$35.32) per month;
- (2) For property that is between twenty-five thousand (25,000) square feet and fifty thousand (50,000) square feet in size is Forty-Six and Seventy-One/One Hundredths Dollars (\$48.17) per month; and
- (3) For property that is over fifty thousand (50,000) square feet in size is Fifty-Nine and Sixteen/One Hundredths Dollars (\$61.01) per month.

(c) The drainage charge for single family residential, townhome, duplex, and mobile home parcels that are entitled to a Discount:

- (1) For property that is less than one (1) acre in size is Three and Seventy-Seven/One Hundredths Dollars (\$3.89) per month;
- (2) For property that is between one (1) acre and five (5) acres in size is Three and Twenty-Six/One Hundredths Dollars (\$3.36) per month; and
- (3) For property greater than five (5) acres in size is Two and Seventy-Four/One Hundredths Dollars (\$2.83) per month.

(d) The drainage charge for Multi-family, Commercial, and Industrial parcels that are entitled to a Discount:

ORDINANCE NO. _____**PAGE 3**

- (1) For property that is up to twenty-five thousand (25,000) square feet in size is Twenty-Eight and Forty-Three/One Hundredths Dollars (\$29.32) per month;
- (2) For property that is between twenty-five thousand (25,000) square feet and fifty thousand (50,000) square feet in size is Thirty-Eight and Seventy-Seven/One Hundredths Dollars (\$39.98) per month; and
- (3) For property that is over fifty thousand (50,000) square feet in size is Forty-Nine and Ten/One Hundredths Dollars (\$50.64) per month.

SECTION 3

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

SECTION 4

If any section, subsection, clause, phrase or provision of this Ordinance and the Code, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections, clauses, phrases or provisions of this Ordinance and the Code, or the application thereof to any person or circumstances, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION 5

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

SECTION 6

This Ordinance shall take effect and be in full force on and after October 1, 2021, and its publication as provided by the laws of the State of Texas and the Home Rule Charter of the Town of Flower Mound, Texas.

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 21st DAY OF
NOVEMBER, 2022.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: November 21, 2022

FROM: Andrew Lupher, GIS Manager

ITEM: Consider the approval for the purchase of the Esri Enterprise Jumpstart implementation/software upgrade service in the amount of \$16,000.

BACKGROUND INFORMATION: Recently the Esri Small Government Enterprise Agreement was approved by Town Council. This first step was vital in procuring necessary licensing to expand GIS capabilities for Town staff. This consent item is the next step in that process which is software upgrade and implementation.

This one-time service will upgrade our GIS software to the most recent version, provide training to Town staff, as well as implement new internet security and software features without causing any disruptions to current levels of service.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$16,000.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$16,000.00	100-655-59110-5110

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

LEGAL REVIEW: N/A

ATTACHMENTS:

- Attachment 1 – Esri ArcGIS Enterprise Jumpstart Quote

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



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 8/12/2022 To: 2/8/2023

Quotation # Q-477867

Date: November 15, 2022

Customer # 40736 Contract #

Town of Flower Mound
 Information Technology Dept
 2121 Cross Timbers Rd
 Flower Mound, TX 75028

ATTENTION: Andrew Lupher
PHONE: 972-874-6057 x9934
EMAIL: andrew.lupher@flower-mound.com

Material	Qty	Unit Price	Total
153636	1	\$16,000.00	\$16,000.00

The ArcGIS Enterprise Jumpstart – Basic Service Package provides up to 3 days of on-site and/or remote installation and configuration support for a single base deployment ArcGIS Enterprise implementation on up to 4 customer-provided physical, virtual, or cloud servers by 1 Esri consultant. The Esri Consultant will work with the Customer to develop an implementation and configuration plan prior to the implementation. After the installation and configuration are complete, remaining time will be allocated to knowledge transfer of standard ArcGIS Enterprise technology topics such as: ArcGIS Enterprise administration, creating and connecting to enterprise geodatabases, creating and working with services, backing up ArcGIS Enterprise, configuring and using your ArcGIS organization. Topics outside the scope of the ArcGIS Enterprise Jumpstart include but are not limited to: migration of databases and applications, geodatabase administration, integration, installation/configuration with any third-party systems, system architecture design, network administration, security review, high availability, performance tuning, and application development. On-site support will be provided at a mutually agreed upon Customer location during one trip within the United States on consecutive business days during a single work week. Scheduling will be based on resource availability. Customers will need to prepare in advance for Esri's visit. The Esri Professional Service Packages terms and conditions shall apply. If not attached, or already incorporated into an existing and current Esri master contract, these terms and conditions and preparation requirements can be viewed on the web at <https://www.esri.com/en-us/legal/terms/services/>. All travel specified in this quote is subject to Esri's business continuity measures regarding COVID-19, including the most current Federal, State, and Local Government restrictions and Centers for Disease Control and Prevention (CDC) travel advisory recommendations. All proposed project schedules are tentative and will be adjusted based on the most current COVID-19 information available, and mutual agreement of the parties.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Sean Gill

Email:

s.gill@esri.com

Phone:

(909) 793-2853 x8828

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.



Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: (909) 793-2853 Fax: (909) 307-3049
 DUNS Number: 06-313-4175 CAGE Code: OAMS3

To expedite your order, please attach a copy of this quotation to your purchase order.

Quote is valid from: 8/12/2022 To: 2/8/2023

Quotation # Q-477867

Date: November 15, 2022

Customer # 40736 Contract #

Town of Flower Mound
 Information Technology Dept
 2121 Cross Timbers Rd
 Flower Mound, TX 75028

ATTENTION: Andrew Lupher
 PHONE: 972-874-6057 x9934
 EMAIL: andrew.lupher@flower-mound.com

Subtotal:	\$16,000.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$16,000.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Sean Gill

Email:

s.gill@esri.com

Phone:

(909) 793-2853 x8828

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

GILLS

This offer is limited to the terms and conditions incorporated and attached herein.



TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: November 21, 2022

FROM: Shane Jennings, Assistant Chief of Police *AS*

ITEM: Consider approval of Control License ICS Incident Command and Control License agreement for Special Events or large-scale incidents involving Police/Fire emergency response.

BACKGROUND INFORMATION: Funding approval of budgeted item to transition from Rhodium to ICS software. This is for Incident Command Software to account for and track personnel and equipment during a special event or large-scale emergency. This will complete the transition from Rhodium for 15 licenses, to ICS Incident Command to CAD Integration software for 16 licenses. This license will also completely integrate with our current ICS software so operators will not be required to work off two totally different platforms during an emergency.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: Remain with Rhodium at additional expense to town.

FISCAL IMPACT: \$21,305.00

Proposed Expenditure:	Account Number(s):
\$21,305.00	100-640-43500-5130

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

LEGAL REVIEW: This is an additional product license only, not requiring an additional contract to our current ICS contractual agreement which is already in place.

ATTACHMENTS:

1. Quote for ICS Integrated Computer Systems

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


Integrated Computer Systems

3499 FM 1461

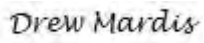
McKinney, TX 75071

214-544-0022

QUOTATION

Number: ICSQ2344-01

Date: Sep 29, 2022

Your Sales Consultant	Bill To	Contact
 940-536-0268 drew.mardis@icspublicsafety.com	Flower Mound PD Shane Jennings Assistant Chief of Police 4150 Kirkpatrick Ln. Flower Mound, TX 75028 972-874-3311 shane.jennings@flower-mound.com	Flower Mound PD Shane Jennings Assistant Chief of Police 4150 Kirkpatrick Ln. Flower Mound, TX 75028 972-874-3311 shane.jennings@flower-mound.com

16 Incident Command & Control Licenses

Expiration Date	P.O. Number	Requested Install Date	Terms
12/31/2022			Net 30

Product and Description	Qty	List \$	Disc Price	Extended	SAP3
INC-CMD-INT-I: Incident Command to CAD Integration, Initial license Provides CAD to Incident Command resource integration	1	6,500.00	5,525.00	5,525.00	975.00
INC-CMD-INT-S: Incident Command to CAD Integration, Subsequent license Provides CAD to Incident Command resource integration	15	1,000.00	1,000.00	15,000.00	2250.00
SubTotal:				20,525.00	
TRN-HALF-DAY: Training half day Half of a day of training for Incident Command module.	1	780.00	780.00	780.00	

Year 1 Pricing: \$21,305.00

Year 2 Pricing: \$3,225.00

Year 3 Pricing: \$3,321.75

Year 4 Pricing: \$3,421.40

Year 5 Pricing: \$3,524.05

Please contact me if I can be of further assistance.

Sub-total	22,280.00
Less discount	975.00-
Distribution	0.00
Total	\$21,305.00

Software Assurance Plan (SAP 3) per Yr	\$3,225.00
(Annual maintenance starts in Year 2)	

 Signature or valid purchase order number



TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: November 21, 2022

FROM: Paul Henley, Fire *PH*

ITEM: Consider approval of the purchase of 31 sets of bunker gear, replacement gloves and suspenders as needed from NAFECO, Inc. through BuyBoard Purchasing Contract No. 603-20 in the total amount of \$121,600.00 and authorization for the Mayor to approve same on behalf of the Town.

BACKGROUND INFORMATION: This purchase represents an ongoing project of providing each firefighter with replacement gear as it reaches end of life on a ten-year cycle. As sets of active and reserve gear are inspected and tested, those failing to meet compliance with NFPA 1851 mandates must be taken out of service and retired. For FY22/23, the department is planning to purchase 31 sets of turn out gear which was increased after the agenda item was submitted due to the hiring of new recruits. These sets consist of one bunker coat at \$2,176.75 and one pair of bunker pants at \$1,632.60 per firefighter totaling \$3,809.35 per set for a total cost of 118,089.85. The remaining sum of \$3,510.15 will be used to purchase replacement gloves and suspenders as needed due to age, wear or damage.

FISCAL IMPACT: \$121,600.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$121,600.00	100-660-63000-2270

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1.NAFECO, Inc Sales Quote PSGQ19145-I

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



NAFECO Inc.
 "North America Fire Equipment Co."
 1515 West Moulton Street
 Decatur, AL 35601
 Office: 800-628-6233
Damon's Cell: 903-813-6569

**Bill To:**

Flower Mound Fire Department
 2121 CROSS TIMBERS ROAD
 FLOWER MOUND, TX 75028

Shipping Address:

Flower Mound Fire Department
 3911 S. Broadway Ave.
 FLOWER MOUND, TX 75028

Date: 10/25/2022

Customer ID: FLO315

BuyBoard# 603-20

Contact	Sales Rep #	Order By	PO#	PSGQ	Sales Order
Nikiel	82	Tom Nikiel 972-999-7788		PSGQ18145-I	TBP

Line	Item	Qty.	Description	Unit Price	Total
1	CVFM	1	Lion / V-Force® Raglan Sleeve Coat with Black PBI® Max, 7.0 oz., C7 Liner	\$2,176.75	\$2,176.75
2	PVFM	1	Lion / V-Force® Belted Pants with black PBI® Max, 7.0 oz., C7 Liner	\$1,632.60	\$1,632.60
3	FC-P5000	1	Firecraft Glove, Phoenix Leather, NFPA, Gauntlet, Size Large	\$86.81	\$86.81
4					
5					
				Sub-Total	\$3,896.16
				Shipping	
				Total	



TOWN COUNCIL AGENDA ITEM NO. 9

CONSENT ITEM

DATE: November 21, 2022

FROM: Jeremy Jennings, Utility Line Maintenance Manager

ITEM: Consider approval of the purchase of one 2023 HV607 4x2 Single Axle Dump Truck per Town of Flower Mound Specifications and Vendor Quote from Southwest International Trucks in the amount of \$104,130.00.

BACKGROUND INFORMATION: The Public Works Department is requesting the purchase of one 2023 HV607 4x2 Single Axle Dump Truck in the amount of \$104,130.00 utilizing the BuyBoard Cooperative Contract # 601-19.

This vehicle purchase is to provide a dump truck to a new utility repair crew that was approved in the 2021/2022 budget cycle. A decision package for the new equipment was approved in the 2022/2023 budget.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$104,130.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$104,130.00	200-690-92320-6130

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

LEGAL REVIEW: N/A.

ATTACHMENTS:

1. Fleet Manager's Bid Award Recommendation.
2. BuyBoard Quote
3. Truck Specs
4. Dump Body Specs

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



Bid Award Recommendation

Date: 11/4/2022 – Decision Pkg FY 2023

Description: **2023 International 33K Ib. GVWR Dump Truck**

Qty.: 1

Replaces: None – New Fleet Addition

Bidder: Southwest International Trucks, Tanner Bragg 817-879-6737, tanner.bragg@swit-tx.com
Via BuyBoard Cooperative Contract #601-19.

Item: One 2023 International HV607 4x2 33k GVWR Single Axle Dump Truck as per Attached Specs and BuyBoard Quote Dated 11/4/2022.

Total Cost of Vehicles, Equipment & Installation: \$104,130.00

It is Fleet Services recommendation to award the bid to **Southwest International Trucks** in the amount of **\$104,130.00** utilizing the **BuyBoard Cooperative Contract 601-19**.

Fleet Services Manager

11/4/2022

Date

Texas Local Government Purchasing Cooperative
The Buy Board

PRICING WORKSHEET										
Buying Agency: Town of Flower Mound					Date Prepared					11/4/2022
Southwest International Trucks					Contract 601-19					
Product Description: 2023 International HV607 4x2										
33,000 GVWR Cab & Chassis, STOCK VIN# PL513045					HV607 4x2 is base chassis					
Contact Person: Billy Sterner					Item: Base Chassis Bid			\$ 60,047.78		
B: Options		Option cost is 80% of MSRP								
Two front tow hooks	67.20		Synthetic transmission oil	120.80						
120,000 PSI frame rails with center dimple	115.20		Meritor 21,000 Lb rear axle	1,149.60						
12,000 Lb Meritor front axle	218.40		23,500 Lb rear suspension	535.20						
12,000 Lb front spring suspension	53.60		50 gallon aluminum fuel tank	80.00						
Trailer connections with tractor protection valve	433.60		Factory installed air condtioner	738.40						
Bendix air dryer with mounting	500.00		Interior grab handle	26.40						
2 air tanks mounted under battery box	72.80		Air cleaner restriction guage	24.00						
Dust shields for front and rear brakes	84.00		Air ride drivers seat	92.80						
Exhaust system with short horizontal tailpipe	1,028.80		Two man passenger's seat	460.80						
Titlting steering column	100.00		C-loop heated mirrors	100.80						
Dana Spicer driveline system	76.80		Power windows and door locks	293.60						
Body builder wiring to back of cab	80.00		Hood mounted mirrors	170.40						
Electric trailer brake accomidation package	290.40		Steel front and rear wheels	57.60						
2 batteries 1900 CCA with steel battery box	193.60		11R22.5 Continental tires	640.00						
AM/FM radio with speakers	332.80		Factory surcharge	4,180.00						
Back up alarm	96.00		Freight increase	500.00						
Trailer auxilary feed circuit	98.40									
Delco remy starting motor	154.40									
Additional power source	30.40		Inventory discount	(1,548.98)						
Bug screen mounted behind griller	104.80									
Cummins B6.7 250 HP/660 torque	\$3,154.40									
Carb compliance sticker	\$2,024.00									
Engine control remoted mounted	\$48.00									
Allison 2500 RDS transmission 6 speed	\$6,103.20									
Subtotal Column 1:		\$ 15,460.80		Subtotal Column 2:			\$7,621.42			
Total Options							\$ 23,082.22			
CHASSIS WITH FACTORY OPTIONS							\$ 83,130.00			
TOTAL BODY PRICE		See attached body spec sheet					20,200.00			
Warren Body Quote # 13466										
Additional Options:										
Buy Board Fee							400.00			
Transportation							0.00			
DOT Inspection with Fire Extinguisher and Road Flare Kit							400.00			
TOTAL BUY BOARD PRICE							\$104,130.00			
Tanner Bragg										
Southwest International Trucks-Arlington.										
Arlington, Texas 76010										
Fax# 817-861-7084										
Office# 817-664-2906										
E-mail Address: tanner.bragg@swit-tx.com										
To purchase this unit, please issue a purchase order to Southwest International Trucks, Inc. and send it to the Buy Board.										
We will order your truck when we receive notification from the Buy Board of your purchase order.										
Thank you,										
Tanner Bragg										



HV607 SBA

Sales Proposal For:

Town of Flower Mound

Presented By:

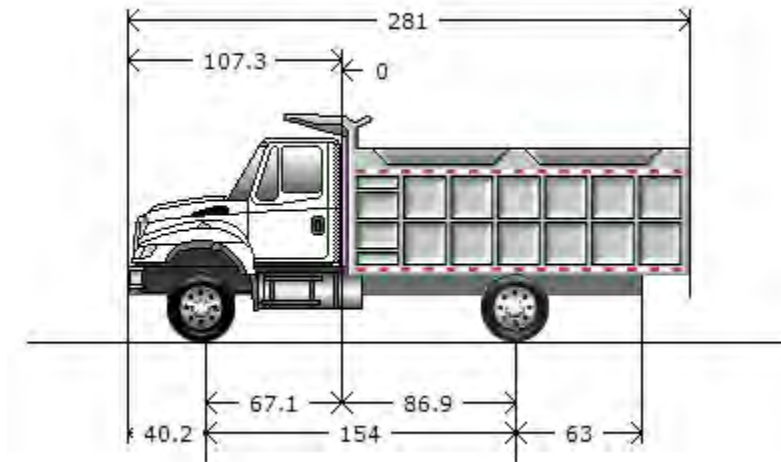
SOUTHWEST INTL TRKS INC

INTERNATIONAL®**October 18, 2022****Prepared For:**

Town of Flower Mound
 Bill Sterner
 1101 Duncan Ln.
 Flower Mound, TX 75028-3488
 (972)874 - 6431
 Reference ID: N/A

Presented By:

SOUTHWEST INTL TRKS INC
 Tanner K Bragg
 2401 E PIONEER PKWY
 ARLINGTON TX 76010 -
 (817)461-2931



Model Profile
2023 HV607 SBA (HV607)

AXLE CONFIG:

4X2

APPLICATION:

Construction Dump

MISSION:

Requested GVWR: 33000. Calc. GVWR: 33000. Calc. GCWR: 33000
 Calc. Start / Grade Ability: 21.85% / 1.88% @ 55 MPH
 Calc. Geared Speed: 89.1 MPH

DIMENSION:

Wheelbase: 154.00, CA: 86.90, Axle to Frame: 63.00

ENGINE, DIESEL:

{Cummins B6.7 250} EPA 2021, 250HP @ 2400 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM
 Governed Speed, 250 Peak HP (Max)

TRANSMISSION, AUTOMATIC:

{Allison 2500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with
 PTO Provision, Less Retarder, with 33,000-lb GVW and GCW Max

CLUTCH:

Omit Item (Clutch & Control)

AXLE, FRONT NON-DRIVING:

{Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity

AXLE, REAR, SINGLE:

{Meritor MS-21-14X-4DFR} Single Reduction, 21,000-lb Capacity, R Wheel Ends Gear Ratio: 5.57

CAB:

Conventional, Day Cab

TIRE, FRONT:

(2) 11R22.5 Load Range G HSR2 (CONTINENTAL), 498 rev/mile, 75 MPH, All-Position

TIRE, REAR:

(4) 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive

SUSPENSION, REAR, SINGLE:

23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs

PAINT:

Cab schematic 100WL

Location 1: 9219, Winter White (Std)

Chassis schematic N/A

INTERNATIONAL®**Vehicle Specifications
2023 HV607 SBA (HV607)****October 18, 2022**

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
HV60700	Base Chassis, Model HV607 SBA with 154.00 Wheelbase, 86.90 CA, and 63.00 Axle to Frame.	6136/3644	9780

AXLE CONFIGURATION

1ANA	AXLE CONFIGURATION {Navistar} 4x2	-160/-153	-313
	<u>Notes</u> : Pricing may change if axle configuration is changed.		

ENGINE

12ERH	ENGINE, DIESEL {Cummins B6.7 250} EPA 2021, 250HP @ 2400 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 250 Peak HP (Max)	0/0	0
12WZX	CARB EMISSION WARR COMPLIANCE for Cummins B6.7 Engines	0/0	0
12WZB	CARB IDLE COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood	0/0	0
12VJB	EMISSION, CALENDAR YEAR {Cummins B6.7} EPA, OBD and GHG Certified for Calendar Year 2022	0/0	0
12UYE	RADIATOR Aluminum, 2-Row, Cross Flow, Over Under System, 717 SqIn Louvered, with 313 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler	-80/-1	-81
	<u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber		
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed	0/0	0
	<u>Includes</u> : FAN Nylon		
12VBR	AIR CLEANER with Service Protection Element	10/0	10
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	0/0	0
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines	0/0	0
12VXV	THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Mobile, Variable Speed; (Range 2 to 20 MPH) Mounted on Steering Wheel	2/0	2

TRANSMISSION

13ATH	TRANSMISSION, AUTOMATIC {Allison 2500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, with 33,000-lb GVW and GCW Max	0/0	0
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released	0/0	0
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission	0/0	0

INTERNATIONAL®**Vehicle Specifications
2023 HV607 SBA (HV607)****October 18, 2022**

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
13WYY	SHIFT CONTROL PARAMETERS {Allison} 1000 or 2000 Series Transmissions, Performance Programming	0/0	0
13WLN	TRANSMISSION OIL Synthetic; 20 thru 28 Pints	0/0	0
13WVS	TRANSMISSION SHIFT CONTROL T-Handle	0/0	0
CLUTCH			
11001	CLUTCH Omit Item (Clutch & Control)	0/0	0
REAR AXLES, SUSPENSIONS			
14ANV	AXLE, REAR, SINGLE {Meritor MS-21-14X-4DFR} Single Reduction, 21,000-lb Capacity, R Wheel Ends . Gear Ratio: 5.57	0/17	17
14VAH	SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs	0/62	62
FRONT AXLES			
2ARW	AXLE, FRONT NON-DRIVING {Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity	0/0	0
FRONT SUSPENSIONS			
3ADC	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 12,000-lb Capacity, with Shock Absorbers	0/0	0
CABS, COWLS, BODIES			
16030	CAB Conventional, Day Cab	0/0	0
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab	0/0	0
16BAM	AIR CONDITIONER with Integral Heater and Defroster	56/0	56
16VKB	CAB INTERIOR TRIM Classic, for Day Cab	0/0	0
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap		
16WSK	CAB REAR SUSPENSION Air Bag Type	0/0	0
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer	0/0	0
	<u>Includes</u> : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure		

INTERNATIONAL®**Vehicle Specifications
2023 HV607 SBA (HV607)****October 18, 2022**

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
	: WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)		
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel, Mounted in Instrument Panel	2/0	2
16GHU	GRAB HANDLE, CAB INTERIOR (2) Safety Yellow	0/0	0
16XJN	INSTRUMENT PANEL Flat Panel	0/0	0
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
16SNM	MIRRORS (2) C-Loop, Heated, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width	0/0	0
	<u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"		
16WSL	MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Sides, Black 7.5" Sq.	11/0	11
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust	-13/-5	-18
16SMH	SEAT, TWO-MAN PASSENGER {National} Fixed Back, Integrated Headrest in Both Occupant Positions, Vinyl, with Under Seat Storage Compartment	34/37	71
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature	5/0	5

FRAMES

1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL	-28/126	98
1LLD	BUMPER, FRONT Contoured, Steel	-10/2	-8
1MEJ	FRAME, SPECIAL EFFECTS Dimple on Left and Right Top Flange of Frame Rail to Reference Rear Axle Centerline	0/0	0
1570	TOW HOOK, FRONT (2) Frame Mounted	8/0	8
1WGR	WHEELBASE RANGE 138" (350cm) Through and Including 187" (475cm)	74/-74	0

BRAKES

4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	0/0	0
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6		

INTERNATIONAL®**Vehicle Specifications
2023 HV607 SBA (HV607)****October 18, 2022**

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System	0/0	0
4XDC	BRAKES, FRONT {Meritor 15X4 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 15" X 4", 13,200-lb Capacity	-70/0	-70
4EXP	BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 Sqn	2/0	2
4LAG	SLACK ADJUSTERS, FRONT {Gunitite} Automatic	14/0	14
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes	10/0	10
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle	0/52	52
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Sqn Spring Brake	0/7	7
4LGG	SLACK ADJUSTERS, REAR {Gunitite} Automatic	0/14	14
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes	0/10	10
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM	0/0	0
4EBS	AIR DRYER {Bendix AD-9} with Heater	16/12	28
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab	12/9	21
4VKJ	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Back of Cab, Perpendicular to Rail	-22/29	7
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank	0/0	0
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck	2/0	2

Notes

: When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions.

STEERING

5PSA	STEERING GEAR {Sheppard M100} Power	0/0	0
5708	STEERING COLUMN Tilting	14/1	15
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black	0/0	0

DRIVELINES

6DGG	DRIVELINE SYSTEM {Dana Spicer} 1710, for 4x2/6x2	7/21	28
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EXHAUST SYSTEMS

7BLV	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Short Horizontal Tail Pipe, Frame Mounted Right Side Back of Cab	59/-4	55
7BEV	AFTERTREATMENT COVER Steel, Black	10/3	13

ELECTRICAL SYSTEMS

8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0
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INTERNATIONAL®**Vehicle Specifications**
2023 HV607 SBA (HV607)**October 18, 2022**

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
	<u>Includes</u> : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered		
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense	0/0	0
8RPP	ANTENNA Shark Fin, Roof Mounted	1/0	1
8THB	BACK-UP ALARM Electric, 102 dBA	0/3	3
8VUL	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab	-37/14	-23
8MJT	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (2) 12-Volt 1900CCA Total, Top Threaded Stud	6/8	14
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	2/0	2
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	0/0	0
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	0/0	0
8HAH	ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket	0/2	2
8XNY	HEADLIGHTS Halogen	0/0	0
8VAY	HORN, ELECTRIC Disc Style	0/0	0
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm	0/0	0
8XHR	POWER SOURCE, ADDITIONAL Auxiliary Power Outlet (APO) with USB Port, Located in the Instrument Panel	1/0	1
8RPT	RADIO AM/FM/WB/Clock/USB Input/Auxiliary Input	3/0	3
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors	5/0	5
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection	8/0	8
8TKK	TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/ Air Trailer ABS; with 30 Amp Fuse and Relay, Controlled by Ignition Switch	1/0	1

INTERNATIONAL®**Vehicle Specifications**
2023 HV607 SBA (HV607)**October 18, 2022**

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender	0/0	0
FRONT END			
9WBM	FRONT END Tilting, Fiberglass, with Three Piece Construction, Sloped Front	-63/-7	-70
9WAC	BUG SCREEN Mounted Behind Grille	5/0	5
9HAD	GRILLE Chrome	0/0	0
9AAB	LOGOS EXTERIOR Model Badges	0/0	0
9AAE	LOGOS EXTERIOR, ENGINE Badges	0/0	0
SPEEDOMETER, TOOLS, MISC			
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WL"		
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
FUEL TANKS			
15SGJ	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 16" Tank Depth, 50 US Gal (189L), Mounted Left Side, Under Cab	23/3	26
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab	0/0	0
15LMS	FUEL/WATER SEPARATOR 12 VDC Electric Heater, Includes Pre-Heater, Includes Water-in-Fuel Sensor, Cummins Supplied on Engine	1/-1	0
WHEELS, TIRES - FRONT			
27DTJ	WHEELS, FRONT {Maxion 90541} DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	-4/0	-4
7372135415	(2) TIRE, FRONT 11R22.5 Load Range G HSR2 (CONTINENTAL), 498 rev/mile, 75 MPH, All-Position	0/0	0
WHEELS, TIRES - REAR			
28DTJ	WHEELS, REAR {Maxion 90541} DUAL DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	0/-8	-8
7372135444	(4) TIRE, REAR 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive	0/60	60
WHEELS MISC OPTIONS			
29PAR	PAINT IDENTITY, FRONT WHEELS Disc Front Wheels; with Vendor Applied White Powder Coat Paint	0/0	0
29PAS	PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint	0/0	0

Services Section:

INTERNATIONAL®**Vehicle Specifications**
2023 HV607 SBA (HV607)**October 18, 2022**

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
WARRANTY			
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A	0/0	0
	Total Component Weight:	6053/3883	9936
Body/Allied Equipment			
<u>Code</u>	<u>Description</u>	<u>F/R Wt</u>	<u>Tot Wt</u>
Goods Purchased			
<u>Code</u>	<u>Description</u>	<u>F/R Wt</u>	<u>Tot Wt</u>

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.



Quote WTTLLC00013446

Page 1 of 3
Date 10/18/2022

Warren Truck and Trailer, LLC
15768 US HIGHWAY 271 NORTH
Talco TX 75487

Phone (888) 734-4400
Fax (903) 379-4400
WarrenTruckAndTrailer.com

Bill To	Ship To	Contact
SOUTHWEST INTERNATIONAL TRUCKS, INC. 2401 E PIONEER PARKWAY ARLINGTON TX 76010	SOUTHWEST INTERNATIONAL TRUCKS, INC. 3722 IRVING BLVD DALLAS TX 75247	TANNER BRAGG (817) 461-2931 Ext. 0000

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	SOU069	CHRIS	DELIVERED	Net30	0/0/0000	10,021,626
QTY	Item Number	Description	UOM	Unit Price	Ext. Price	
1	F-10	DUMP BODY - FRAME TYPE - 10' Q-13446 TOWN OF FLOWER MOUND Yardage: 6/8 Floor Material: 3/16 A1011 Front / Material: 38" 10 GA A1011 Side / Material: 32" 10 GA A1011 Vertical Side Brace: Yes Horizontal Brace: No Hoist / Cylinder: T10-5383 Hyd Tank: Steel Side Mount (600-80102) Hydraulics: 85 CC Gear Pump w DIN Shaft Tipping Valve: Chassis Mount	EA	\$0.00	\$0.00	
1	TAILGATE	Air Operated: Yes Panel: 3 Vertical Material: 10 GA A1011 Height: 38 Slope: None Chains: 5/16" Double Acting: Yes High Lift Gate: No Side Swing - Ground Operated: No Center Opening: No Material Gate: None Water Tight: None	Each	\$0.00	\$0.00	
1	DB OPTIONS # 1	Cabshield: Full Width-1/2 (24") Asphalt Apron: None Bolt On: No Center Board Pockets: No	Each	\$0.00	\$0.00	
1	LIGHTS	Lights/Harness: LED Lights and Standard Harness Oval STT: STT (1) PER REAR CORNER POST SURFACE MOUNT OVAL AMBER STROBE (1) PER REAR CORNER POST - M63353Y SURFACE MOUNT OVAL AMBER STROBE (2) ON FRONT OF CAB PROTECTOR L&R - M63353Y	Each	\$0.00	\$0.00	



Quote WTTLLC00013446

Page 2 of 3
Date 10/18/2022

Warren Truck and Trailer, LLC
15768 US HIGHWAY 271 NORTH
Talco TX 75487

Phone (888) 734-4400
Fax (903) 379-4400
WarrenTruckAndTrailer.com

Purchase Order No.		Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.	
		SOU069	CHRIS	DELIVERED	Net30	0/0/0000	10,021,626	
QTY	Item Number	Description				UOM	Unit Price	Ext. Price
1	INSTALL	Hydraulic Hoses/Fittings: Yes Pump: 85 CC Gear Pump w DIN Shaft Console: AIR - USE PTO SWITCH IF PROVIDED Conspicuity Tape: No Mudflaps and Brackets: Yes Chrome Turnouts: No Splash/Gravel Guards: No Side Boards: Metal -2x6 Covers: No Wires in Conduit No Delivery Fuel/Charges: Yes ALL WIRES IN SPLIT LOOM AN SECURED TO FRAME - NO SCOTCH-LOCKS OR TWIST TYPE CONNECTORS				Each	\$19,750.00	\$19,750.00
1	PAINT	Color: Warren Black (800-80007)				Each	\$0.00	\$0.00
1	PTO	POWER TAKE OFF PTO Muncie CS Series ALLLISON TRANSMISSION Note: Not following OEM maintenance can result in non warrantable failure. Check for leaks and loose mounting hardware within first week of use. Recheck at regular maintenance periods (see OEM manual for intervals).				EA	\$0.00	\$0.00
1	TARP SYSTEM	TARP system - installed Installation: Installed Brand: Pull Tarp S-8 SUPERSHIELD Manual / Electric: Manual Type: Pull Aluminum / Steel: Steel Bent Arm: Yes Tarp Size: 90"x18' Tarp Type: Mesh Side Flaps: No				EA	\$0.00	\$0.00
1	TOW PACKAGE	Pintle Plate: 1" Pintle Hitch: 20 Ton Glad Hands: Yes D-Rings: Yes Tow Hooks: No Electric Plug: 6 Way & 7 Way Pup Rigging: No S,T,T, & BACKUP GROMMET MOUNTED LEFT AND RIGHT SIDES OF PLATE.				Each	\$0.00	\$0.00



Quote WTTLLC00013446

Page 3 of 3
Date 10/18/2022

Warren Truck and Trailer, LLC
15768 US HIGHWAY 271 NORTH
Talco TX 75487

Phone (888) 734-4400
Fax (903) 379-4400
WarrenTruckAndTrailer.com

Purchase Order No.		Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.	
		SOU069	CHRIS	DELIVERED	Net30	0/0/0000	10,021,626	
QTY	Item Number	Description				UOM	Unit Price	Ext. Price
1	BRAKE CONTROLLER	12v ELECTRIC BRAKE CONTROLLER WIRED TO 6 WAY PLUG				Each	\$0.00	\$0.00
1	DELIVERY	DELIVER COMPLETED UNIT TO SWIT IRVING BLVD. DELIVERY AND FUEL CHARGES SHOWN BELOW. (\$450.00/ UNIT)				Each	\$0.00	\$0.00

Quotation reviewed and accepted by:
(signed) _____
Please fax back to us for entry as an order
NOTE: Quotation good for 10 days only

Subtotal	\$19,750.00
Misc	\$0.00
Tax	\$0.00
Ship & Handling	\$450.00
Trade In Allowance	\$0.00
Total	\$20,200.00



TOWN COUNCIL AGENDA ITEM NO. 10

CONSENT ITEM

DATE: November 21, 2022

FROM: Brennon Peltier, Park Development Manager

ITEM: Consider approval of the purchase and installation of the 2022-2023 Playground Replacements project, for Cortadera Park Playground, from Whirlix Design, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$244,926.00.

BACKGROUND INFORMATION: The Community Development Corporation and Town Council approved various playground upgrades in the Fiscal Year 2022-2023. The approval followed a recommendation from the Parks Board for park and recreation needs. Cortadera Park playground is one of the playgrounds funded.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT:

Proposed Expenditure:	Account Number(s):
\$244,926.00	317-110-90823-6210

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Buyboard Proposal
2. Playground Equipment Plan View and 3D Renders

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



Date: October 24, 2022
 Project: Cortadera Park
 Location: Flower Mound TX

To: Brennon Peltier

Proposal Expires: 30 Days

Please note that current fluctuations in material pricing may cause a proposal increase between now and
 The acceptance of this agreement.

BUYBOARD CONTRACT # 679-22, VENDOR # 3120

We are a self-reporting vendor for Buy Board. Please send all purchase orders, payments, etc. directly to
 The Whirlix Design team.

Landscape Structures Playground Equipment, SkyWays Shades by LSI

Series: *Landscape Structures Inc., SkyWays Shade by LSI*
 Surface: *Fibar 300 EWF System*
 Installation: *By Factory Trained and Certified Installers*
 Quantity/Sizes: *See Attached Renders*

DESIGN 04-02

Demo Existing Equipment/Surfacing and Haul Off: \$33,384.00
 Construction Fence: \$2,773.00
 LSI Play Equipment, Freight, Installation: \$157,910.00
 SkyWays Shade, Freight, and Installation: \$35,040.00
 Inspection/Permit: \$3,558.00
 Fibar 300 EWF System, Freight, and Installation: \$25,142.00
 5% Buy Board Discount: -\$12,891.00

TOTAL: \$244,926.00

~~(Two Hundred, Thirty-Five Thousand, Seventy-One Dollars)~~

~~P&P Bond if Needed: \$4,674.00~~

~~Add Option #1: 2195 sf 3.5" Pour in Place Accessible Pathway: \$65,455.00~~

~~Add to P&P Bond: \$982.00~~

Base Bid Includes:

- ☐ Full Submittal Package
- ☐ Warranty As Specified – Best in the Business!
- ☐ Certified Installation
- ☐ Freight
- ☐ SmartPlay Billows Structure
- ☐ 2-5 Weevos System w/12x12x14 SkyWays Shade
- ☐ Single Post Swings w/Toddler Swing
- ☐ 24x24x14 SkyWays Hip Shade
- ☐ Blender/Sol Spinner Station

Whirlix Design Inc.
 1751 International Parkway, Suite 131
 Richardson, TX 75081



- o Double Bobble Rider
- o 5950 sf Fibar 300 EWF System (12" EWF, Fibar Drains and (1) Layer Geotextile)
- o Add Option PIP (2195 sf 50% Black/50% Color Blend, 3.5" Thick, 2195 sf 10" Stone Subbase, Standard Colors)
- o P&P Bond Add
- o Permit/Inspections
- o 500 lf Construction Fence
- o ADA Compliant Play Structures

Base Bid Excludes:

- o Sales Tax
- o Use of Credit Cards as Payment
- o Tuff Timber or Concrete Border
- o Drainage besides Fibar Drains
- o Drilling Through Rocky Soil
- o Hitting of New or Existing Sprinkler pipes
- o Hitting of private electrical, water, sewer, internet, etc. that are not detectible during a commercial line location
- o Sod Replacement due to Reasonable Path of Travel to Project or Play Area Location. We need access to project location.
- o Surveying of Site
- o Logistical Issues that Prevent Truck or Equipment Access to Site
- o Special Augers or Drilling Equipment
- o Setting of Control Points or Benchmarks
- o Remobilization Charges Due to Weather or Project Delays
- o Offsite Storage of Equipment Due to Weather or Project Related Delays
- o On Site Security
- o Third Party Inspections
- o Latrine on Site
- o Geotechnical Report
- o Wet Stamped Engineering Drawings

Terms: Net 30

Prepared by David Rushing · Whirlix Design Inc · drushing@whirlix.com · 469-367-6120

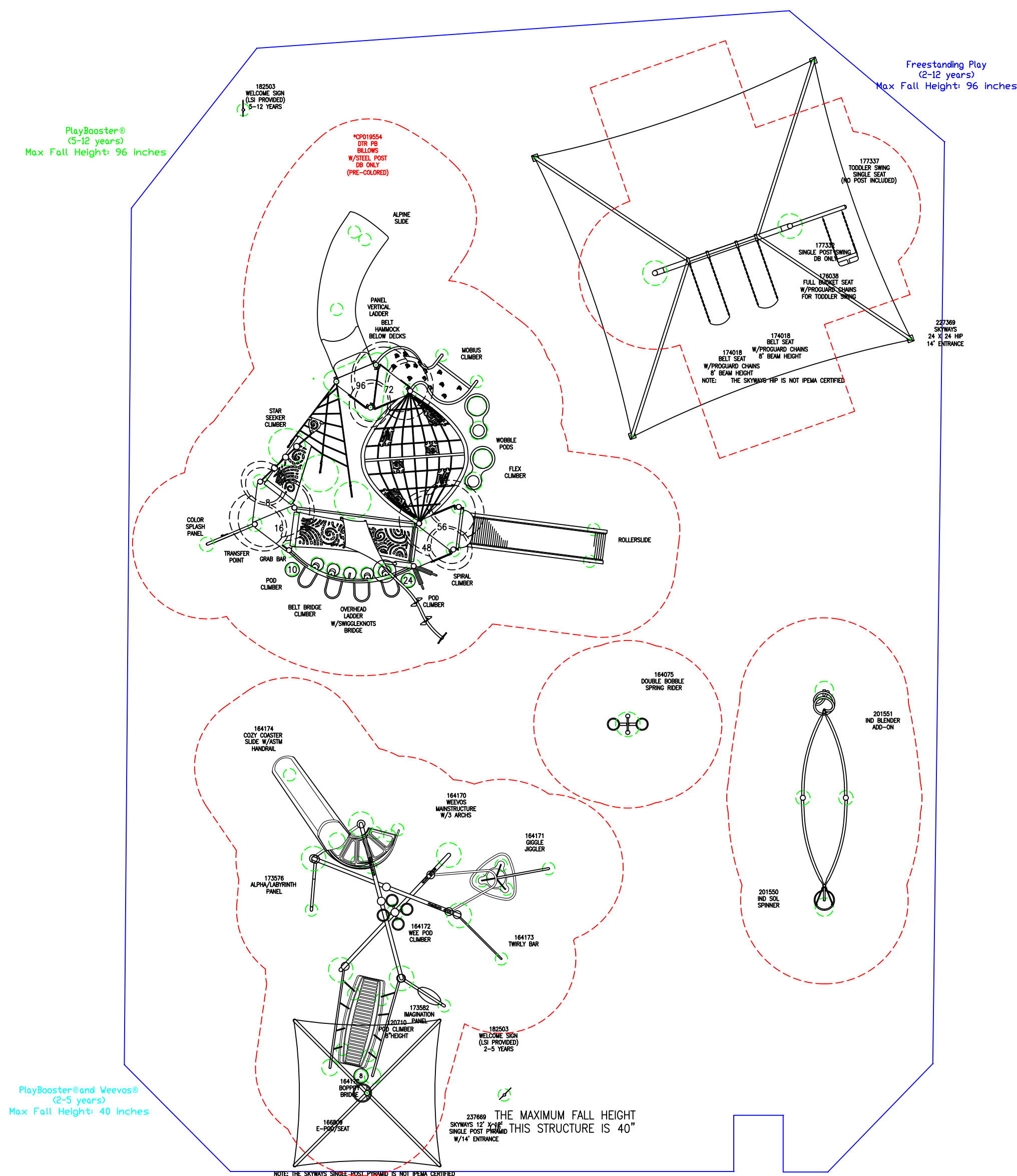
Acceptance of Approval: The above prices, specifications, and conditions are satisfactory and accepted. You are hereby authorized to provide all items described above. Any balances not paid within thirty (30) days of the date of the invoice shall accrue interest at the rate of 18% per annum. Any action to construe, declare or enforce this contract shall only be brought in a court of competent jurisdiction with venue lying solely and exclusively in Dallas County, Texas. The prevailing party in any action brought to construe, declare or enforce this contract shall be entitled to recover its actual attorney's fees, attorney's travel time charges and expenses, paralegal fees, computer access and utilization charges, expert witness fees and expenses, costs, expenses and expenses of investigation, discovery, and litigation. The parties to this contract expressly waive the right to trial by jury of any cause of action or defense pertaining to this contract. The above prices, specifications, and conditions are satisfactory and accepted. You are hereby authorized to provide all items described above.

Whirlix Design Inc.
1751 International Parkway, Suite 131
Richardson, TX 75081

Estimated manufacturing time:
4 weeks from the time of
LSI order acceptance, or receipt of
SkyWays release of fabrication
form if applicable.

Estimated manufacturing time:
6 weeks from the time of
LSI order acceptance, or receipt of
SkyWays release of fabrication
form if applicable.

Estimated manufacturing time:
6 weeks from the time of
LSI order acceptance, or receipt of
SkyWays release of fabrication
form if applicable.



The play components identified on this plan are IPEMA certified. (Unless model number is preceded with *) The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit www.ipema.org

THIS PLAY AREA & PLAY EQUIPMENT IS
DESIGNED FOR AGES 2-12 YEARS
UNLESS OTHERWISE NOTED ON PLAN.

IT IS THE MANUFACTURERS OPINION THAT THIS PLAY AREA DOES CONFORM TO THE MANUFACTURERS OPINION THAT THE PLAY AREA ACCESSIBILITY STANDARDS ASSUMING AN ACCESSIBLE PROTECTIVE SURFACING IS PROVIDED, AS INDICATED, OR WITHIN THE ENTIRE USE ZONE.

THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US. PRIOR TO CONSTRUCTION, DETAILED SITE INFORMATION INCLUDING SITE DIMENSIONS, TOPOGRAPHY, EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE OBTAINED, EVALUATED, & UTILIZED IN THE FINAL DESIGN. PLEASE VERIFY ALL DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND LOCATION OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS PRIOR TO ORDERING. SLIDES SHOULD NOT FACE THE HOT AFTERNOON SUN.

CHOOSE A PROTECTIVE SURFACING MATERIAL THAT HAS A CRITICAL HEIGHT VALUE TO MEET THE MAXIMUM FALL HEIGHT FOR THE EQUIPMENT (REF. ASTM F1487 STANDARD CONSUMER SAFETY PERFORMANCE SPECIFICATION FOR PLAYGROUND EQUIPMENT FOR PUBLIC USE, SECTION 8 CURRENT REVISION). THE SUBSURFACE MUST BE WELL DRAINED. IF THE SOIL DOES NOT DRAIN NATURALLY IT MUST BE TILED OR SLOPED 1/8" TO 1/4" PER FOOT TO A STORM SEWER OR A "FRENCH DRAIN".

ACCESSIBLE/PROTECTIVE SURFACING TO
BE A COMBINATION OF UNITARY AND
LOOSE FILL MATERIALS.

DESIGNED BY:

COPYRIGHT: 11/30/20
LANDSCAPE STRUCTURES, INC.
601 7th STREET SOUTH - P.O. BOX 198
DELANO, MINNESOTA 55328
PH: 1-800-328-0035 FAX: 1-763-972-6091

Date	Previous Drawing #	Initials

Cortadera Park
Flower Mound, Texas

Whirlix Design
David Rushing

SYSTEM TYPE:
PlayBooster

DRAWING #:
Cortadera 04-02





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structures®

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TOWN COUNCIL AGENDA ITEM NO. 11

CONSENT ITEM

DATE: November 21, 2022

FROM: Brett Cast, CIP Manager

ITEM: Consider approval of a Professional Services Agreement with Innovative Transportation Solutions, Inc., to provide professional transportation services in the amount of \$75,000.00 annually, with a one-year renewal option; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The scope of services identified in the attached agreement with Innovative Transportation Solutions (ITS) includes pursuing all transportation issues identified by the Town, with an emphasis on funding issues affecting the Town. The scope of services is included as an attachment to the professional services agreement.

As indicated in the agreement, the Town would provide compensation to ITS in the amount of \$6,250.00 per month, from the Roadway Amenities project, for unlimited transportation services. The term of the contract is for one year, beginning January 1, 2023, with a one-year renewal option.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$75,000.00

Proposed Expenditure:	Account Number(s):
\$ 75,000.00	505-220-70622-6160

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

LEGAL REVIEW: N/A

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

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
INNOVATIVE TRANSPORTATION SOLUTIONS, INC.**

This contract is entered into on this 21st day of November, 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 **Innovative Transportation Solutions, Inc.**, (hereinafter referred to as “CONSULTANT”) whose address is 2701 Valley View Lane, Farmers Branch, Texas 75234.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT;
and

WHEREAS, CONSULTANT is a is a transportation consulting firm qualified to provide such services and is willing to undertake the performance of such services for 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 professional transportation services 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 Seventy-Five Thousand and No/100 Dollars (\$ 75,000.00) per year. 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 monthly basis in accordance with Attachment "B"; provided however that this Contract shall control in the event of any conflict between the language in Attachment "B" and the language in this Contract. If additional services, trips or expenses are requested, CONSULTANT will not provide such additional services until authorized by TOWN in writing to proceed. The scope of services shall be strictly limited. TOWN shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless TOWN shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

Each month CONSULTANT will submit to TOWN an invoice for actual services performed 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 January 1st, after the date first written above, and shall continue for a period of one year with one automatic one-year extension, unless the TOWN 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:

Tiffany Bruce, P.E., CIP Engineering Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6306 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:

Tiffany Bruce, P.E., CIP Engineering Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874- 6306 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:

John R. Polster, P.E.
Innovative Transportation Solutions, Inc.
2701 Valley View Lane
Farmers Branch, Texas 75234
972/484-2525 Telephone
972/484-4545 Facsimile
Email Address

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:
INNOVATIVE TRANSPORTATION
SOLUTIONS, INC., a Texas Corporation

By: [Signature]
 Name: John R. Polster
 Title: President

Date Signed: 17 Nov 22

State of Texas §

County of Denton §

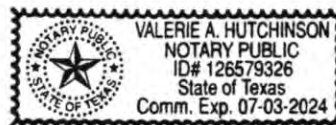
This instrument was acknowledged before me on the 14th day of November, 20 22, by John R. Polster, P.E., in his capacity as President of **INNOVATIVE TRANSPORTATION SOLUTIONS, INC.**, a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of **INNOVATIVE TRANSPORTATION SOLUTIONS, INC.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 14th DAY OF Nov, 20 22.

Valerie A. Hutchinson
 Notary Public, State of Texas

My Commission Expires:

07-03-2024



ATTACHMENT “A”

SCOPE OF SERVICES

Innovative Transportation Services Inc., (ITS) will provide the following Transportation Consultation services for the Town:

ITS will provide transportation consulting services as directed by the Town Manager or Town Engineer. As a part of this contract, ITS will actively pursue all transportation related issues as identified by the Town with the understanding that the current focus will be on transportation programming and funding issues in the Town. ITS will maintain dialogue with the Town and appropriate Town staff to ascertain the relative priority of each project to other projects and attend Town of Flower Mound Council meeting, when appropriate, to provide updates on transportation activities. ITS will perform tasks, as assigned by the Town Manager or his designee, related to advancing projects to address the transportation needs of the Town of Flower Mound. Other services include, but are not limited to, the following:

TASK 1: Act as a Liaison between TOWN and other Local, State and Federal Transportation Bodies.

When requested and appropriate, ITS will act as liaison between The TOWN and other local, state and national transportation groups. As liaison, ITS will act as the transportation advocate for The TOWN by working positively and efficiently with other transportation groups toward completion of projects critical to The TOWN. ITS will interact, on behalf of The TOWN, with the Federal Highway Administration, the Texas Transportation Commission and Texas Department of Transportation and the North Texas Tollway Authority (NTTA). In addition, ITS will act as liaison between The TOWN and other groups such as the Regional Transportation Council of the North Central Texas Council of Governments, Project Specific Task Force Groups, Dallas Regional Mobility Coalition, the Denton County Transit Authority, The T, North Texas Commission, and the Partners in Mobility.

TASK 2: Implement Cost Reduction Strategies.

ITS has an unparalleled history of identifying cost reductions for clients. For the TOWN, the following is a list of possible cost reduction strategies:

1. ***Leveraging funding*** - Transportation Infrastructure funding is almost always a partnership process. ITS will strive to maximize the TOWN's transportation dollars by “leveraging” those funds with eligible funding sources. In many cases, ITS will be able to

leverage funds to capture “non-Town” sources that will increase funding to the project by 300% to 500%.

2. **Certification** - Certification refers to the process a municipality follows to receive authorization by TxDOT to retain services on behalf of the State. Certification allows the TOWN to be reimbursed by the federal government up to 90% of expenditures for authorized services. ITS has unique knowledge of the certification process and will assist the TOWN in acquiring this certification, if directed.

TASK 3. ITS will provide other transportation consulting services as directed by the Town.

As a part of this Enhancement Proposal, ITS will actively pursue all transportation related issues as identified by the Town. ITS will continue to dialogue with Town staff to ascertain the relative priority of each project to other projects and attend Town meeting as directed to updates on all transportation activities.

ATTACHMENT “B”***COMPENSATION***

In consideration for professional services rendered monthly by ITS, Flower Mound agrees to pay ITS a reasonable and customary annual fee of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00), per year (the “Annual Fee”). Flower Mound agrees to pay ITS the amount of SIX THOUSAND TWO HUNDRED FIFTY DOLLARS (\$6,250.00) per month (the “Monthly Payment”) towards satisfaction of the Town’s Annual Fee obligation. Flower Mound shall make the Monthly Payment, processing the itemized statement in its usual and customary fashion, making all reasonable efforts to process the Monthly Payment within thirty (30) days from Town of Flower Mound’s receipt of each monthly statement.

ITS’s Standard Hourly Billing rates are attached as Exhibit A.

ITS shall submit its monthly statements and semi-annual certificates to the Town Manager, 2121 Cross Timbers Road, Flower Mound, Texas 75028.

EXHIBIT “A”**STANDARD RATE SCHEDULE****1.1 STANDARD RATE SCHEDULE**

The services related to this project will be based upon the following Standard Billing Rates. Standard Billing Rates are subject to change at the beginning of each calendar year.

Professional	Standard Billing Rate
Principal Engineer	\$200
Principal Engineer	\$175
Senior Engineer	\$175
Engineer	\$150
Technical Associate	\$100
Staff Support	\$75



TOWN COUNCIL AGENDA ITEM NO. 12

CONSENT ITEM

DATE: November 21, 2022

FROM: Chuck Jennings, Parks and Recreation Director

ITEM: **Consider approval of a Professional Services Contract with Promoter Line, Inc., to provide professional event production and planning services for the 2023 Independence Fest, in an amount not-to-exceed \$327,550.00 and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND INFORMATION: On October 18, 2021, Town Council approved a professional services contract with Promoter Line, Inc. (PLI) to provide professional event production and planning services related to the 2022 Independence Fest. The new proposed contract term will be for twelve months, beginning December 2, 2022, and ending on December 1, 2023.

Due to the size and scope of the event, which regularly hosts between 20,000 and 30,000 attendees, staff is requesting the continuation of the professional services of PLI to assist staff in organizing, planning, and operating the festival. PLI was selected by staff due to their continued experience with the Town, other municipalities, and the quality of special events produced in the area. PLI has worked with numerous cities including Lewisville, Grapevine, Ft. Worth, Southlake, Mesquite, and Addison.

PLI has done an excellent job over the last 14 years working with the Town to produce the Wild About Flower Mound Festival (2009 & 2010) and the Independence Fest (2011-2022), at Bakersfield Park. Last year's celebration was a huge success and drew a large crowd, with over 23,000 spectators coming to help the Town celebrate the country's independence. Attendees enjoyed food vendors, exhibitors, a kid's play area, a car show, great live music headlined by the Randy Rodgers Band and a spectacular fireworks display to end the festival.

Overall, PLI handles most aspects of organizing and managing the festival as noted in the proposed contract. Town staff will be responsible for obtaining festival sponsorships and providing additional manpower during the festival. Promoter Line will be paid a not-to-exceed total of \$327,550 in eight monthly installments for their professional services fee (\$4,062.50 monthly) and all budgeted costs as outlined in the contract as "Event Funds" to organize and manage the festival (\$36,881.25 monthly). The necessary funds to host the 2023 Independence Fest were appropriated through the FY22-23 budget process and adopted into the Town's overall budget.

FISCAL IMPACT: \$327,550.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$327,550.00	100-630-34200-5110

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

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

ATTACHMENT:

1. Proposed Contract

RECOMMENDATION: Move to approve as presented in the agenda caption.

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is entered into on this 21st day of November, 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 Town Manager or his designee, and **PROMOTER LINE, INC.**, whose address is PO Box 2028, Colleyville, Texas, 76034-2028 (hereinafter referred to as "CONSULTANT").

WITNESSETH:

WHEREAS, TOWN desires to obtain professional services relative to acting as a Promoter/Producer for the TOWN's Independence Fest event and Children's Activity Area at Parade ("Event"), which professional services are hereinafter referred to as "Services"; and

WHEREAS, CONSULTANT is qualified to provide such Services and is willing to undertake such Services for TOWN in exchange for fees hereinafter specified; NOW, THEREFORE,

THAT 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 its profession, both public and private, currently practicing in the same locality under similar conditions, including reasonable, informed judgments and prompt, timely action. If CONSULTANT 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 or national professional standards.

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 consultants, and that the doctrine of respondeat superior shall not apply between TOWN and CONSULTANT, its officers, agents, employees, Contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between TOWN and CONSULTANT.

II.

Scope of Services

The Services to be performed by CONSULTANT include the Services listed in Exhibit A, attached hereto and incorporated by reference as if written word for word. In the event of discrepancy or conflict between Exhibit A and this Contract, this Contract shall be binding and

control. Deviations from this scope of services or other provisions of this Contract may only be made by written agreement signed by all parties to this Contract.

Consistent with the Services identified in Exhibit A, the TOWN will pay CONSULTANT the amount budgeted for the Event in an amount not to exceed Two Hundred and Ninety-Five Thousand Fifty and 00/100 Dollars (\$295,050.00) for the Event ("Event Funds"). The Event Funds shall be paid on a monthly installment basis with the initial/first payment being made within ten (10) days of the start date as defined in section IV, for \$36,881.25 and thereafter on or about the 1st of each month with final payment to be made in the amount of \$36,881.25 on the first day of the Independence Fest event. CONSULTANT shall use said Event Funds for the Event purposes identified in Exhibit A other than CONSULTANT's Fee, which Fee is provided for in section III. If additional services are requested, CONSULTANT will not initiate work on such additional services until authorized by the Town Manager, in writing, to proceed.

CONSULTANT shall collect any and all monies due and payable to the TOWN for participation in the Event and shall turn such monies over to the TOWN within fourteen (14) days of receipt. All participants shall be required to make their check or money order payable to the TOWN. Further, CONSULTANT shall meet regularly with Town as directed by TOWN to discuss the Event budget and expenses, provide to TOWN updated budget spreadsheets and receipts for all expenses incurred for the Event and paid on behalf of the TOWN, and make such expenditures as are authorized and required for the proper functioning of the Event within the parameters of the funding approved by the TOWN Council for such purpose.

III.

Compensation

For and in consideration of the Services performed hereunder, TOWN agrees to compensate CONSULTANT in a total amount not to exceed Thirty-Two Thousand Five Hundred and no/100 Dollars (\$32,500.00) as CONSULTANT's "Promoter's" or "Producer's" fees ("CONSULTANT'S Fee"). Such CONSULTANT'S Fee shall be paid to CONSULTANT on a monthly installment basis with the initial/first payment being made within ten (10) days of the start date as defined in section IV, for \$4,062.50 and thereafter on or about the 1st of each month with last payment to be made in the amount of \$4,062.50 once the final event invoice has been submitted to the Town no later than 60 days after the event.

The Scope of Services shall be strictly limited. TOWN shall not be required to pay any amount in excess of the original proposed amount unless TOWN shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

IV.

Term

The term of this Contract shall be twelve (12) months, beginning December 2, 2022 and ending December 1, 2023.

V.

Performance Cancellation

If any Artists' performance which has been booked by CONSULTANT for the Event is prevented or rendered impossible or unfeasible due to illness or accident of the Artist; any act or regulation of any public authority; civil uprising, act of God, labor disputes; interruption, delay, or failure of transportation services; war conditions, terrorist attack or emergencies; interruption of utility services; or any other cause beyond the reasonable control of CONSULTANT, the Artist, or TOWN then neither party to this Contract, nor the Artist, shall have any claim for damages due to the performance cancellation.

VI.

Insurance

CONSULTANT shall 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 it has obtained all the insurance required under the Contract and such insurance has been approved by TOWN; nor shall CONSULTANT allow any subcontractor to commence work on his 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.

1. Workers' Compensation, as required by law, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease - each employee \$500,000 disease - policy limit.
2. Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Medical Payments, Independent Contractor's and Contractual Liability, covering but not limited to the indemnification provisions of this Contract, 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. Automobile Liability Insurance, covering all vehicles to be used in performance of this contract with minimum limits equal to or greater than required by State law.

It is agreed by all parties to this Contract that the insurance required under this Contract shall:

- (a) Provide for thirty (30) days notice of cancellation to TOWN, for nonpayment of premium, material change or any other cause.
- (b) Be written through companies duly authorized to transact that class of insurance in the State of Texas.
- (c) Allow the Town the right to review the insurance requirements of this section during the effective period of the Contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the Town based upon changes in statutory law, court decisions, or the claims history of the industry as well as the CONSULTANT.

- (d) Name the Town of Flower Mound and its officer, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;
- (e) Allow the Town to be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto.
- (f) Notify the Town in the event of any change in coverage and shall give such notices not less than 30 days prior to the change. The notice must be accompanied by a replacement Certificate of Insurance.
- (g) Provide a Certificate of Insurance evidencing the required coverages to:

TOWN OF FLOWER MOUND
 Attn. Purchasing Division
 2121 Cross Timbers Road
 Flower Mound, TX 75028
 Fax: 972-874-6478
 Email: purchasing@flower-mound.com

VII.

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 during the term of 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.

VIII.

Indemnity

THE CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS THE TOWN AND 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 THE CONSULTANT AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF THE CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM THE CONSULTANT IS LEGALLY LIABLE, AND THE CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT THE TOWN FROM AND AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

TO THE EXTENT ALLOWED UNDER TEXAS LAW, THE TOWN DOES HEREBY COVENANT AND CONTRACT TO RELEASE, INDEMNIFY AND HOLD HARMLESS THE CONSULTANT AND ITS OFFICERS, AGENTS, EMPLOYEES AND INVITEES, 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 THE TOWN AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF THE TOWN, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM THE TOWN IS LEGALLY LIABLE, AND THE TOWN WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT THE CONSULTANT FROM AND AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

IX.

Default; Termination

A. TOWN reserves the right to terminate this Contract immediately upon breach of any term or provision of this Contract by CONSULTANT. 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 and complete the work in any manner it deems desirable, including engaging the services of other parties therefor. Any such act by TOWN shall not be deemed a waiver of any other right or remedy of TOWN.

B. TOWN may terminate without cause with sixty (60) days written notice. CONSULTANT will provide TOWN with all Contract information and return any unpaid funds. CONSULTANT shall cooperate with TOWN to renegotiate with all third parties to recuperate expenses.

X.

Changes

TOWN may, from time to time, require changes in the scope of the 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.

XI.

Conflict 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.

XII.**Mailing Address**

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

The Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
Attn.: Derek France
Telecopy: 972.874.6471
Telephone: 972.874.6000

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:

Promoter Line, Inc., a Texas corporation
PO Box 2028
Colleyville, Texas 76034-2028
Attn.: Jerry R. Thompson
Telecopy: 817.557.6155
Phone: 817.557.1009
Federal ID# 75-2976232
Email: jtpresents@promoterline.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 by the sending party.

XIII.**Successors and Assigns**

TOWN and CONSULTANT each binds themselves and their respective successors, executors, administrators and assigns to the other party of this Contract and to the successor, 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.

XIV.**Applicable Law**

This Contract is entered into subject to the Charter and ordinances of TOWN as they 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. Situs of this Contract is agreed to be Denton County, Texas, for all purposes including performance and execution.

XV.**Severability**

If any of the terms, provisions, covenants, conditions or any other part of this Contract are held for any reason 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.

XVI.**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 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.

XVII.**Entire Agreement**

This Contract embodies the complete 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.

XVIII.**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.

XIX.**Headings**

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

XX.**Venue**

The parties to this Contract agree and covenant that this Contract will be enforceable in Denton County, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Denton County, Texas.

XXI.**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. Further, nothing contained in this Contract is intended to waive nor should it be interpreted as waiving or otherwise deemed to waive the TOWN's sovereign immunity or governmental immunity as it applies to any third person or entity.

IN WITNESS WHEREOF, the parties have hereunto set their hands by their representatives duly authorized on the day and year first written above.

THE TOWN:

THE TOWN OF FLOWER MOUND, TEXAS

By: _____
Derek France, Mayor

ATTEST:

Theresa Scott, Town Secretary

CONSULTANT:

PROMOTER LINE, INC.,
a Texas Corporation

By: _____
Name: Jerry R. Thompson
Title: President

Date Signed: _____

Exhibit “A”

1. Promoter Line, Inc. will work with Town staff in development and design of an Event concept and theme.
2. Promoter Line, Inc. will develop and oversee all existing logistical elements going into Event.
3. Promoter Line, Inc. will hold a series of meetings to begin in February each year and occur monthly until the Event.
4. Promoter Line, Inc. will secure entertainment related items in cooperation with the budget.
5. Promoter Line, Inc. and the designated Town of Flower Mound's “Key” staff will oversee budget preparation. The budget will include, at a minimum, the following:

<u>Services To Be Provided</u>	<u>Projected Budget</u>
Entertainment	\$130,000.00
Catering/Rider for Headliner	\$3,000.00
Hotel for Headliner	\$3,000.00
Transportation for Headliner	\$1,500.00
ASCAP	\$250.00
BMI	\$250.00
Forklifts/Light Towers	\$10,000.00
Fence/Golf Carts	\$11,500.00
Food/Catering	\$2,500.00
Décor/scaff	\$2,800.00
Generators	\$33,500.00
Kid Zone	\$16,000.00
Portalets/Cleaning & Servicing	\$6,000.00
Producer fee	\$32,500.00
Radio Rentals	\$800.00
Security	\$10,000.00
RV Rental	\$1,500.00
Sound & Lights main stage	\$29,500.00
Stage-Main	\$9,000.00
Stagehands	\$8,500.00
Spotlights/Stage Barricades	\$750.00
Tents/Tables/Chairs	\$12,000.00
Printing	\$200.00
Volunteer/Staff Golf Shirts	<u>\$2,500.00</u>
Total:	\$327,550.00

6. Promoter Line, Inc. to manage budget and obtain services in accordance with the budget that is approved by the Town of Flower Mound.
7. Promoter Line, Inc. will secure all arts, crafts, and food vendors.
8. Promoter Line, Inc. will secure all payments and any insurance required from vendors.
9. Prepare and distribute vendor packets to vendors secured by Promoter Line, Inc., in cooperation with Town.
10. Promoter Line, Inc. will oversee all on site sponsor logistics for sponsors secured by the Town of Flower Mound. Promoter Line, Inc. will not be responsible for securing any sponsors for event.
11. Promoter Line, Inc. will secure all purchase/rental items, delivery, and timing of them. Promoter Line, Inc. will compile a list of Town equipment that will be needed and provided by the Town.
12. Promoter Line, Inc. will hire and oversee production items and staffing on all stages.
13. Promoter Line, Inc. will direct and manage overall staffing and placement of staffing for events.
14. Promoter Line, Inc. will jointly handle with the Town of Flower Mound all marketing, advertising, and promotion.
15. Promoter Line, Inc. will manage and execute overall festival accounting, subject to Town of Flower Mound approval of the final budget. Promoter Line, Inc. will oversee and maintain approved budget. This would include making timely payments to all vendors and contractors.
16. Promoter Line, Inc. will oversee and secure talent for entertainment on all stages.
17. Promoter Line, Inc. will develop, implement, and maintain a schedule timeline in coordination with all Town departments.



TOWN COUNCIL AGENDA ITEM NO. 13

CONSENT ITEM

DATE: November 21, 2022

FROM: Chuck Jennings, Director of Parks and Recreation Services

ITEM: **Consider approval of a Services Agreement with Ansar Group, Inc. dba United Linen & Laundry Service, Inc., for linen and laundry services, in the amount of \$25,000.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND INFORMATION: On September 18, 2022, a Request for Proposals was issued and a notice to proposers was advertised. Three (3) responses were received by the due date of October 27, 2022. An evaluation committee consisting of representatives from the Parks and Recreation Department evaluated each response to ensure that all requirements were met as specified for this service.

The attached service agreement with Ansar Group, Inc. dba United Linen & Laundry Service, Inc. includes the linen and laundry services for Twin Coves Park. Twin Coves Park has 19 furnished cabins and operates year-round for overnight accommodations. Linens and towels provided to guests who stay in the cabins need to be cleaned and returned to the park for future reservations. The Town has utilized United Linen & Laundry Service since 2017 and has been happy with their performance.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$25,000

Proposed Expenditure/(Revenue):	Account Number(s):
\$ 25,000.00	100-630-33100-5110

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Proposed Contract
2. Vendor Response

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

TOWN OF FLOWER MOUND
STANDARD TERMS & CONDITIONS FOR SERVICES/PRODUCTS

This Contract is made by the Town of Flower Mound, Texas, a Municipal Corporation (“Town”) Ansar Group, Inc. dba United Linen & Laundry Service, Inc. (“Contractor”). The Town and Contractor agree:

1. **EMPLOYMENT OF THE CONTRACTOR.** The Town agrees to retain the Contractor, and the Contractor agrees to provide services relative to: Linen & Laundry Services (hereinafter referred to as “Services”) in connection with the terms and conditions as set forth in the Contract Documents, attached hereto and incorporated by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in the solicitation. Deviations from the scope of work may be authorized from time to time by the Town in writing.
3. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Contract and work is to commence immediately.
4. **CONTRACT PERIOD.** The initial contract period will be one year, with four (4) optional one-year renewal periods from date of award of contract. All pricing is to remain firm during the contract period. This agreement may be terminated by either party with written notice at least ninety (90) days prior to the current term renewal date, indicating their intent not to renew.
5. **COMPENSATION.** Contractor’s total compensation for products or services to be performed and expenses to be incurred is specified in the Contractor’s Pricing Sheet or Criteria.
6. **PAYMENTS.** Payments will be processed monthly with payment available within 30 days after receipt of the invoice for the previous month’s service.
7. **PRICING ESCALATION:** Unless otherwise stated in the specification herein, prices must remain firm for the initial term of the contract. The contracted vendor may request an adjustment at the time of contract renewal by submitting a request in written form to the Purchasing Manager. Basis for price escalation should be based on the consumer price index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted vendor shall provide the Town with copies of the appropriate indices for verification purposes. The Town of Flower Mound reserves the right to approve or reject all request for price escalations.

8. **PRICE REDUCTION:** If during the life of the contract, the contracted vendor's net prices to other customers for the same goods or services or lower than the Town of Flower Mound's contracted prices, an equitable adjustment shall be made in the contract price in favor of the Town.

9. **INVOICING.** Invoices should be prepared and submitted to the Town for payment in accordance with the Contract Documents. Invoices should be mailed to Accounts Payable, Town of Flower Mound, 2121 Cross Timbers Road, Flower Mound, TX 75028 or accountspayable@flower-mound.com.

10. **RIGHTS OF WITHHOLDING.** The Town may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the Town. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to the Contractor.

11. **INFORMATION PROVIDED BY THE TOWN.** Although every effort has been or will be made to furnish accurate information, the Town does not guarantee the accuracy of information it furnishes to Contractor.

12. **TRANSFER OF INTEREST.** Neither Town nor Contractor may assign or transfer their interests in the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on Town, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any Town officer, employee, or agent.

13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the Town may deem necessary, the Contractor shall make available to the Town for examination all its records with respect to all matters covered by the Contract and will permit the Town to audit, examine, and make copies, excerpts, or transcripts from such records. The Town may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to the Contract.

14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

a. The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

b. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be binding upon each subcontractor, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

c. The Contractor shall keep records and submit reports concerning the racial and ethnic origin(s) of applicants from employment and employees as the law may require.

15. TERMINATION OF CONTRACT. Town may terminate this contract upon ninety (90) days written notice to Contractor, except in the event (i) Contractor is in breach of this Contract or (ii) Contractor fails to comply with the terms of TBD. If either of the foregoing conditions exists, Town shall notify Contractor and Contractor shall be given two (2) days to cure such breach. Should Contractor fail to cure to the satisfaction of the Town, Town may terminate this Contract upon written notice.

a. Furthermore, the Town retains the right to terminate this Contract at the expiration of each Town budget period (September 30) during the term of this Contract, even without prior notice as described in the preceding sentence.

b. In the event of any termination hereunder, the Contractor consents to Town's selection of another Contractor to assist the Town in any way in completing the Services. Contractor further agrees to cooperate and provide any information requested by Town in connection with the completion of the Services.

c. Contractor shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that Contractor shall receive a portion of fees and expenses permitted under this Contract in direct proportion to percentage of work completed up to the termination date. This provision shall not deprive the Town of any remedies against Contractor that may be available under applicable law.

16. CONTRACTOR'S REPRESENTATIONS. Contractor hereby represents to Town that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.

17. TOWN APPROVAL FOR ADDITIONAL WORK. No payment, of any nature whatsoever, will be made to Contractor for additional work without the Town's written approval before such work begins.

a. **PERFORMANCE BY CONTRACTOR.** All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with the Contract Documents, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by contractor or by any contractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the Town's prior written consent.

18. DAMAGE. In all instances where Town property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the Town's Public Works Division by 8 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of Town property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to Town property or equipment caused by the Contractor's officers, employees, or agents.

19. TOWN OBJECTION TO PERSONNEL. If at any time after entering this Contract, Town has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the Town has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.

20. COMPLIANCE WITH LAWS. The Contractor warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town's Representative are followed.

21. ENTIRE CONTRACT. This instrument together with the Contract Documents of which this Contract is a part contains the entire Contract between the Town and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.

22. ADVERTISING: Contractor shall not advertise or publish, without Town's prior consent, the fact that Town has entered this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

23. COOPERATIVE GOVERNMENTAL PURCHASING NOTICE (INTERLOCAL)

Other governmental entities maintaining interlocal agreements or may enter into an interlocal agreement with the Town, may desire, but not obligated, to purchase goods and services defined in this RFB from the successful Bidder. All purchases by governmental entities, other than the Town, will be billed directly to and paid by that governmental entity. The Town will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the RFB specifications. Prior to other governmental entities placing order, the Town will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the Town.

_____ **Yes, Others can purchase**

_____ **No, only the Town can purchase**

24. IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C 1324a): The Town supports the Immigration Reform and Control Act (IRCA), which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Seller and its subcontractors shall always during the term of the contract with the Town comply with the requirement of IRCA and shall notify the Town within fifteen (15) working days of receiving notice of a violation of IRCA. The Seller also warrants that it has not had an IRCA violation within the last five (5) years. The Town may terminate a contract with the Seller if the Town determines that (a) the Seller or its subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years or (b) the Seller or its subcontractors fail to timely notify the Town of an IRCA violation.

25. NO BOYCOTT OF ISRAEL: Pursuant to Texas Government Code Chapter 2270, the Seller agrees that acceptance of these Terms & Conditions serves as written verification that

- 1) Seller does not boycott Israel, as defined by Texas Government Code Section 808.001 and
- 2) Seller will not boycott Israel during the term of the contract.

26. COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION: Pursuant to Texas Government Code Chapter 2252, Subchapter F. Seller affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

27. MAILING ADDRESSES. All notices and communications concerning this Contract to be mailed or delivered to the Town shall be sent to the address of the Town as follow, unless and until the Contractor is otherwise notified:

Sabrina Zadow Purchasing Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

All notices and communications under this Contract to be mailed or delivered to the Contractor shall be sent to the address listed below until the Town is otherwise notified:

Name: _____

Title: _____

Company Name: _____

Address: _____

City, State, Zip: _____

ADDITIONAL VERIFICATIONS

To the extent required by Texas law, Seller verifies that: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of the Agreement discriminate against a firearm entity or firearm trade association; and (2) It does not “boycott energy companies,” as those terms are defined in Texas Government Code §§ 809.001 and 2274.001, and it will not boycott energy companies during the term of the Agreement.

Any notices and communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand-delivered.

28. LEGAL CONSTRUCTION. If any one or more of the provisions contained in the Contract for any reason is held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been included.

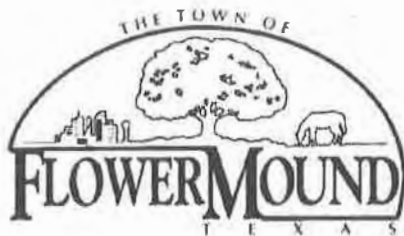
29. **GOVERNING LAW.** The validity of this Contract and of any of its terms or provisions as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law. Venue for this Contract shall be in Denton County, Texas.

30. **COUNTERPARTS.** The Contract may be signed in counterparts, each of which shall be deemed to be an original.

31. **EFFECTIVE DATE.** This contract shall be effective once it is signed by the Town and Contractor.

AGREED TO BY: TOWN OF FLOWER MOUND, TEXAS

By: _____ By: _____
 Name: _____
 Title: _____ Mayor Derek France
 Date: _____ Date: _____



Purchasing & General Services Competitive Sealed Bids

RFQ No:	2023-3-A
RFQ Title:	Linen & Laundry Services
Questions Deadline:	October 12, 2022, at 12:00pm (CST)
Due Date and Time:	October 27, 2022, at 11:00am (CST)

The Proposal submittal documents (pdf format) can be uploaded online in IonWave in the Response Section. Maximum Size per File is 100 MB. There is no limit to the number of files that can be attached. If you prefer to submit your submittal in hard copy format by submitting one (1) original proposal in a sealed envelope to the address listed below. It must be delivered by the close due date and time; and can be shipped via FedEx, UPS or USPS to:

Delivery and Mailing Address:

**Town of Flower Mound
Attn.: Purchasing Division
2121 Cross Timbers Road
Flower Mound, Texas 75028**

Late submissions will not be considered. Responses must be submitted with the bid number and the respondent's name and address clearly indicated on the front of the envelope. Additional instructions for preparing a response are provided within.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE DOCUMENT PRIOR TO SUBMITTING A RESPONSE.

For questions regarding this bid contact:

**Marquita Shamlin
Purchasing Buyer
(972) 874-6006
marquita.shamlin@flower-mound.com**

Question Deadline:

The Town of Flower Mound requires that all questions relating to this proposal be directed via email to Marquita Shamlin, Purchasing Buyer, at marquita.shamlin@flower-mound.com by **12:00pm (CDT) on October 27, 2022**. No questions will be answered over the phone. Questions will only be accepted until the stated deadline.

SOLICITATION SUMMARY

1 GENERAL DESCRIPTION:

The Town of Flower Mound is seeking a vendor to provide Linen & Laundry Services.

2 SCHEDULE OF EVENTS

Please find below a Tentative Schedule of Events for this Solicitation. The Town reserves the right to revise the Tentative Schedule of Events if such revision is deemed to be in the best interest of the Town.

RFP Advertise Dates: September 18, 2022, and September 25, 2022

RFP Release Date: September 18, 2022

Deadline for Questions: October 12, 2022, at 12:00pm (Central Time)

Due Date and Time: October 27, 2022, at 11:00am (Central Time)

Council Approval Date: November 21, 2022

3 CONTRACT TERM

Initial one (1)-year term with options to renew for four (4) additional one (1)-year terms.

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CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

J Name of vendor who has a business relationship with local governmental entity.**O**

Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

Name of local government officer about whom the information is being disclosed.

Name of Officer

Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes

No

W Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director or holds an ownership interest of one percent or more.**J**
D Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(8), excluding gifts described in Section 176.003(a-1).

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx> For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity.
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed.
or

(ii) the local governmental entity is considering entering into a contract with the vendor.

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and Ca-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a).

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

I. INTRODUCTION

The Town of Flower Mound is soliciting Statement of Qualifications for Linen & Laundry Services for Twin Coves Park is located on a 243-acre site on the north shore of Grapevine Lake, 5001 Wichita Trail in Flower Mound, Texas. Twin Coves Park has 19 cabins that can be viewed of the following website link: <http://www.flower-mound.com/1694/Cabin-Rates-and-Amenities>

II. PERFORMANCE EVALUATION:

1. Cleaned laundry will be inspected upon return to the park by staff. Any errors, damage, or deficiencies will be documented in writing and addressed with the contractor.
2. A meeting shall be held not later than one normal workday after a contract deficiency is noticed. Mutual effort will be made to resolve all problems identified.
3. Any laundry that is not cleaned to the satisfaction of the Town per this agreement will be required to be re-cleaned by contractor with no additional cost incurred by the Town. Any laundry that is lost or damaged by contractor will be required to be replaced at no additional cost incurred by the Town.

III. SAFETY:

Any hazardous condition or any damage to Town property is to be immediately reported to the Twin Coves Park Manager or his/her designee.

IV. LAWS AND REGULATIONS

Contractor shall comply with all applicable laws and regulations of federal, state, and local governments. Failure to comply with all applicable laws and regulations may result in termination of the contract.

V. SPECIFICATIONS FOR LAUNDRY SERVICES

I. Laundry Service

1. General

- a. Twin Coves Park has 19 furnished cabins and operates year-round for overnight accommodations. Linens provided to guests who stay in cabins need to be cleaned and returned to the park in a timely manner as reservations turn over. Twin Coves Park is searching for a contractor who can perform weekly laundry service for the park year-round.

- b. Linens that will be part of laundry service:
 - i. White twin bed fitted sheets
 - ii. White twin bed flat sheets
 - iii. White queen bed fitted sheets
 - iv. White queen bed flat sheets
 - v. White pillowcases
 - vi. White large bath towels
 - vii. White hand towels
 - viii. Whitewash clothes
 - ix. White kitchen towels (possible pattern)
 - x. White cleaning towels (possible pattern)
- c. Twin Coves Park averages 10,000 lbs. of laundry per year.

2. Specifications:

- a. Dirty laundry is to be picked up at Twin Coves Park by contractor no less than twice a week (preferably Tuesdays & Fridays). Twin Coves Park staff will place dirty laundry into laundry bags prior to pick up. Dirty laundry will still need to be picked by contractor up no less than twice a week even during weeks that have a holiday.
- b. Dirty laundry is to be washed, cleaned & sanitized according to hotel, hospitality, and/or hospital professional cleaning standards. Contractor should make all attempts to remove stains from dirty laundry during the cleaning process. After laundry is washed, cleaned, and dried, laundry should be pressed, folded and packed to ensure its cleanliness until use.
- c. Professional cleaning standards are described as methods used to clean and sanitize laundry that are generally accepted and used through the industry for hotels, hospitality, and/or hospitals.
- d. Cleaned laundry is to be returned to Twin Coves Park by contractor sorted by similar pieces of linen, completely packaged, and placed in laundry bags that laundry was picked up in. Packing of laundry should be done by wrapping individual bundles of clean laundry in plastic or other suitable materials that seals the laundry to ensure its cleanliness until use.
- e. Clean laundry is to be delivered to Twin Coves Park by contractor no less than twice a week (preferably Tuesdays & Fridays). Clean laundry will still need to be delivered by contractor no less than twice a week even during weeks that have a holiday.

- f. Cleaned laundry is to be returned to Twin Coves Park by contractor free of wrinkles.
- g. Cleaned laundry is to be returned to Twin Coves Park by contractor folded.

3. Bid Submission Evaluation Criteria

The selection of firms to be placed on the qualified firms list will be based on the evaluation criteria listed below. The Town reserves the right to select an appropriate number of firms, as determined by the Town, to meet the Town's projected needs for this service. The decision by the Town is final.

- a. Firm's overall ability to meet the Town's objectives for providing laundry services that are cleaned to professional standards. As part of this criteria please include a written list of products/chemicals used by your firm for laundry cleaning/sanitization. (40%)
- b. Firm's experience in providing laundry service, please provide at least two (2) references of customers that you perform similar laundry services for. (30%)
- c. Firm's location and ability to schedule pick up/drop off days for Twin Coves on Tuesdays and Fridays of each week. (20%)
- d. Firm's past experience with the Town. (10%)

CRITERIA

A) Firm's overall ability to meet the Town's objectives for providing laundry services that are cleaned to professional standards. As part of this criteria please include a written list of products/chemicals used by your firm for laundry cleaning/sanitization. (40%)

Firm can and will provide services to meet/exceed the needs of Town. Firm will pick up and deliver to Town's location twice a week on Town's preferred choice of days (Tuesdays & Fridays).

After picking up of soiled laundry/linens every Tuesday and Friday by Firm, the laundry/linens will be cleaned/sanitized according to professional cleaning standards which are generally accepted and in the hospital, hospitality, and hotel industries. Thus, understandably, if laundry is stained and/or not up to the standards of Towns pleasing, an attempt(s) will be made to remove the stain(s)/dirtiness during the re-cleaning process without compromising the laundry/linen of Town without any extra charge. For washing/cleaning, a variety of products are used such as a suding agent, fabric softener, hypochlorite bleach, pH enhancer, oxy bleach, and souring agent.

After the washing/cleaning process, laundry/linens will be dried, or pressed(depending on the type of linen) folded and packed in bundles. Sheets and pillowcases will have crease marks (where they are folded) as this happens when they(sheets and pillowcases) are folded after coming out of the presser. The bundles will be of plastic wrapping which will seal the laundry ensuring its' clean state until it is used. This process will be repeated during the duration of service with Town.

B) Firm's experience in providing laundry service, please provide at least two (2) references of customers that you perform similar laundry services for. (30%)

Firm has experience in providing linen/laundry service in the medical industry event rental/hospitality and hotel industries. Many of Firms clients' use the same lines as Town. However, Firm has provided service to camps as well; Firm has provided service to the University of Texas at Dallas, and Tarleton State University. Both of these locations used Firm's services for similar items for their annual Summer Camps. Firm has additional references such as Central Park Ears, Nose, and Throat, etc. Attached on the references sheet.

C) Firm's location and ability to schedule pick up/drop off days for Twin Coves on Tuesdays and Fridays of each week. (20%)

Mentioned in "A" (above), Firm can and will provide services to meet/exceed the needs of Town. Firm will pick up and deliver to Town's location twice a week on Town's preferred choice of days (Tuesdays & Fridays).

D) Firm's past experience with the Town. (10%)

Firm has the pleasure of currently working with Town. Firm and Town started working together mid 2017 and have continued working together. Throughout the 5+ years, Firm has developed great relationships with the people of Town. Firm has continuously provided exceptional product and service. Firm has been able to meet, exceed, and assist Town in laundry/linen needs. Firm looks forward to continue to work with Town.

BID PRICING FORM

(Please indicate laundry cleaning costs below. As a reminder laundry service will be billed monthly, please ensure that delivery costs are calculated to cover the entire month.)

Cost for laundry washed, folded, & packaged: \$ 1.65 / lb.

Laundry Delivery Cost: \$ 67.50 per MONTH

Laundry Pick Up Cost: \$ 67.50 per MONTH

(If there are any additional costs that the Town will be billed for other than the service costs above, please use the section below to outline these costs. Please list what the cost is, how much the cost will be, and the occurrence of this cost.)

Additional Cost: Rush Delivery Service \$25.00 per trip

Additional Cost: _____

Additional Cost: _____

Additional Cost: _____

Additional Cost: _____

Bid Certification Form
RFQ No. 2023-3-A
Linen & Laundry Services

Company Information

The following information must be provided in its entirety for your bid to be considered:

Company Name: Ansar Group Inc. DBA United Linen & Laundry Service Inc.

Principal Place of Business Address: 903 Carthage Way

Principal Place of Business City, State, Zip: Arlington, TX 76017

Principal Place of Business Phone Number: (817) 557-5100

Principal Place of Business Fax Number: (817) 465-5755

Remittance Address (if different from above): P.O. Box 153012

Remittance City, State, Zip: Arlington, TX 76015

Tax Identification No: 20 83 65 461

Addendums

If an addendum to this bid is issued, acknowledge addendum by initialing beside the addendum number:

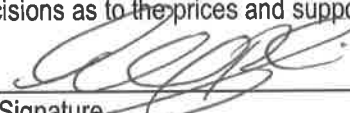
Add. No. 1 _____ Add. No. 2 _____ Add. No. 3 _____ Add. No. 4 _____ Add. No. 5 _____

Certification

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this bid have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, in accordance with the terms and conditions contained herein. Vendor agrees that acceptance of any or all bid items by the Town of Flower Mound, Texas, within the time frame indicated in this bid constitutes a contract.

The individual signing this bid certifies that he/she is a legal agent of the company, authorized to bid on behalf of the company, and is legally responsible for the decisions as to the prices and supporting documentation provided.

Authorized Representative:

 10/24/22
 Signature Date

Ahmed Bashir
 Printed Name

Sales Manager
 Title

INSURANCE REQUIREMENTS GENERAL SERVICES

Services performed on Town property, including but not limited to: Installation, Landscape, Maintenance, Custodial, Electrical, Painting, Welding, Plumbing, Transportation, Street Sweeping, Fireworks, Moving, Uniforms, Concessions, etc.

Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the vendor, of the vendor's agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the vendor. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration. The Town shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable.
2. Workers Compensation insurance as required by the Texas Labor Code, including Employers' Liability Insurance.
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain limits throughout contract not less than:

1. Commercial General Liability: \$500,000 per occurrence / \$1,000,000 in the aggregate for third party bodily injury, personal injury, and property damage. Policy will include coverage for:
 - a. Premises / Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
2. Workers Compensation and Employer's Liability: Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act and Texas Labor Code, as amended.
3. Automobile Liability: \$500,000 Combined Single Limit. Automobile liability shall apply to all owned, hired, and non-owned autos.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages:

- a. The Town, its officers, officials, employees, boards and commissions, and volunteers are to be added as "Additional Insureds" relative to liability arising out of activities performed by or on behalf of the vendor; products and completed operations of the vendor; and premises owned, occupied, or used by the vendor. The coverage shall be primary coverage and shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees, boards and commissions, or volunteers.
- b. The vendor's insurance coverage shall be primary insurance in respect to the Town, its officers, officials, employees, boards and commissions, and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees, boards and commissions, or volunteers shall be in excess of the vendor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards and commissions, or volunteers.
- d. The vendor's insurance shall apply separately to each insured against whom the claim is made, or suit is brought, except to the insured's limit of liability.

2. Workers Compensation and Employer's Liability Coverage:

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

3. All Coverages:

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

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE

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

WILL PROVIDE DOCUMENTATION FROM
PAGES 11 and 12 UPON AGREEMENT

**TOWN OF FLOWER MOUND
STANDARD TERMS & CONDITIONS FOR SERVICES/PRODUCTS**

This Contract is made by the Town of Flower Mound, Texas, a Municipal Corporation ("Town") and United Linen & Laundry Service Inc. ("Contractor"). The Town and Contractor agree:

1. **EMPLOYMENT OF THE CONTRACTOR.** The Town agrees to retain the Contractor, and the Contractor agrees to provide services relative to: Linen & Laundry Services (hereinafter referred to as "Services") in connection with the terms and conditions as set forth in the Contract Documents, attached hereto and incorporated by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in the solicitation. Deviations from the scope of work may be authorized from time to time by the Town in writing.
3. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Contract and work is to commence immediately.
4. **CONTRACT PERIOD.** The initial contract period will be one year, with four (4) optional one-year renewal periods from date of award of contract. All pricing is to remain firm during the contract period. This agreement may be terminated by either party with written notice at least ninety (90) days prior to the current term renewal date, indicating their intent not to renew.
5. **COMPENSATION.** Contractor's total compensation for products or services to be performed and expenses to be incurred is specified in the Contractor's Pricing Sheet or Criteria.
6. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within 30 days after receipt of the invoice for the previous month's service.
7. **PRICING ESCALATION:** Unless otherwise stated in the specification herein, prices must remain firm for the initial term of the contract. The contracted vendor may request an adjustment at the time of contract renewal by submitted a request in written form to the Purchasing Manager. Basis for price escalation should be based on the consumer price index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted vendor shall provide the Town with copies of the appropriate indices for verification purposes. The Town of Flower Mound reserves the right to approve or reject any and all request for price escalations.

EXAMPLE

8. PRICE REDUCTION: If during the life of the contract, the contracted vendor's net prices to other customers for the same goods or services or lower than the Town of Flower Mound's contracted prices, an equitable adjustment shall be made in the contract price in favor of the Town.

9. INVOICING. Invoices should be prepared and submitted to the Town for payment in accordance with the Contract Documents. Invoices should be mailed to Accounts Payable, Town of Flower Mound, 2121 Cross Timbers Road, Flower Mound, TX 75028 or accountspayable@flower-mound.com.

10. RIGHTS OF WITHHOLDING. The Town may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the Town. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to the Contractor.

11. INFORMATION PROVIDED BY THE TOWN. Although every effort has been or will be made to furnish accurate information, the Town does not guarantee the accuracy of information it furnishes to Contractor.

12. TRANSFER OF INTEREST. Neither Town nor Contractor may assign or transfer their interests in the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on Town, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any Town officer, employee, or agent.

13. AUDITS AND RECORDS. At any time during normal business hours and as often as the Town may deem necessary, the Contractor shall make available to the Town for examination all its records with respect to all matters covered by the Contract and will permit the Town to audit, examine and make copies, excerpts, or transcripts from such records. The Town may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to the Contract.

14. EQUAL EMPLOYMENT OPPORTUNITY. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

EXAMPLE

- a. The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- b. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be binding upon each subcontractor, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.
- c. The Contractor shall keep records and submit reports concerning the racial and ethnic origin(s) of applicants from employment and employees as the law may require.

15. TERMINATION OF CONTRACT. Town may terminate this contract upon ninety (90) days written notice to Contractor, except in the event (i) Contractor is in breach of this Contract or (ii) Contractor fails to comply with the terms of TBD. If either of the foregoing conditions exists, Town shall notify Contractor and Contractor shall be given two (2) days to cure such breach. Should Contractor fail to cure to the satisfaction of the Town, Town may terminate this Contract upon written notice.

- a. Furthermore, the Town retains the right to terminate this Contract at the expiration of each Town budget period (September 30) during the term of this Contract, even without prior notice as described in the preceding sentence.
- b. In the event of any termination hereunder, the Contractor consents to Town's selection of another Contractor to assist the Town in any way in completing the Services. Contractor further agrees to cooperate and provide any information requested by Town in connection with the completion of the Services.
- c. Contractor shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that Contractor shall receive a portion of fees and expenses permitted under this Contract in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the Town of any remedies against Contractor that may be available under applicable law.

16. CONTRACTOR'S REPRESENTATIONS. Contractor hereby represents to Town that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.

EXAMPLE

17. TOWN APPROVAL FOR ADDITIONAL WORK. No payment, of any nature whatsoever, will be made to Contractor for additional work without the Town's written approval before such work begins.

a. PERFORMANCE BY CONTRACTOR. All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with the Contract Documents, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by contractor or by any contractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the Town's prior written consent.

18. DAMAGE. In all instances where Town property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the Town's Public Works Division by 8 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of Town property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to Town property or equipment caused by the Contractor's officers, employees, or agents.

19. TOWN OBJECTION TO PERSONNEL. If at any time after entering this Contract, Town has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the Town has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.

20. COMPLIANCE WITH LAWS. The Contractor warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town's Representative are followed.

21. ENTIRE CONTRACT. This instrument together with the Contract Documents of which this Contract is a part contains the entire Contract between the Town and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.

EXAMPLE

22. ADVERTISING: Contractor shall not advertise or publish, without Town's prior consent, the fact that Town has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

23. IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C 1324a): The Town supports the Immigration Reform and Control Act (IRCA), which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Seller and its subcontractors shall at all times during the term of the contract with the Town comply with the requirement of IRCA and shall notify the Town within fifteen (15) working days of receiving notice of a violation of IRCA. The Seller also warrants that it has not had an IRCA violation within the last five (5) years. The Town may terminate a contract with the Seller if the Town determines that (a) the Seller or its subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years or (b) the Seller or its subcontractors fail to timely notify the Town of an IRCA violation.

24. NO BOYCOTT OF ISRAEL: Pursuant to Texas Government Code Chapter 2270, the Seller agrees that acceptance of these Terms & Conditions serves as written verification that
1) Seller does not boycott Israel, as defined by Texas Government Code Section 808.001 and 2) Seller will not boycott Israel during the term of the contract.

25. COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION: Pursuant to Texas Government Code Chapter 2252, Subchapter F. Seller affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

26. MAILING ADDRESSES. All notices and communications concerning this Contract to be mailed or delivered to the Town shall be sent to the address of the Town as follow, unless and until the Contractor is otherwise notified:

Sabrina Zadow
Purchasing Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

All notices and communications under this Contract to be mailed or delivered to the Contractor shall be sent to the address listed below until the Town is otherwise notified:

EXAMPLE

Name: Ahmed Bashir
 Title: Sales Manager
 Company Name: United Linen & Laundry Service Inc.
 Address: P.O. Box 153012
 City, State, Zip: Arlington, TX 76015

Any notices and communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand-delivered.

27. LEGAL CONSTRUCTION. If any one or more of the provisions contained in the Contract for any reason is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been included.

28. GOVERNING LAW. The validity of this Contract and of any of its terms or provisions as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law. Venue for this Contract shall be located in Denton County, Texas.

29. COUNTERPARTS. The Contract may be signed in counterparts, each of which shall be deemed to be an original.

30. EFFECTIVE DATE. This contract shall be effective once it is signed by the Town and Contractor.

AGREED TO BY: TOWN OF FLOWER MOUND, TEXAS

By: _____ By: _____
 Name: _____ Title: _____ Mayor Derek France
 Date: _____ Date: _____

Attachment A References

Please provide three (3) references to demonstrate a minimum of three years of experience for same or similar services as the Town has specified in the quote in the spaces provided below.

Company Name: Central Park Ears Nose And Throat
 Contact Name: Jackie
 Address: 409 Central Park Dr
Arlington, TX 76014
 Phone: 972 998 0105
 Fax: _____
 Effective Dates: 09/ September 2008 - current
 Description of Services: Linen & laundry services (including bundle services)
for flat sheets, fitted sheets, pillow cases,
and towels, etc.

Company Name: Dermatology Center of Dallas
 Contact Name: Toni
 Address: 8230 Walnut Hill Ln #500
Dallas, TX 75231
 Phone: 214 739 5821
 Fax: _____
 Effective Dates: September 2000 - current
 Description of Services: Linen & laundry services (including bundle services)
for sheets, and towels

Company Name: University of Texas at Dallas
 Contact Name: Pam
 Address: 800 W Campbell Road
Richardson, Tx 75080
 Phone: 214 684 4931
 Fax: _____
 Effective Dates: 05/21/13 - ~~current~~ May 2013 - current
 Description of Services: Linen & laundry services (including bundle services)
for flat and fitted sheets, pillow cases, towels
(multiple sizes) and blankets

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TOWN COUNCIL AGENDA ITEM NO. 14

CONSENT ITEM

DATE: November 21, 2022

FROM: Chuck Jennings, Director of Parks and Recreation Services

ITEM: Consider approval of purchasing one (1) John Deere 1600 Turbo TerrainCut Commercial Wide Area Mower per Town of Flower Mound Specifications from United Ag & Turf utilizing the Sourcewell Turf 031121-DAC (PG BT CG 23) Cooperative Contract in the amount of \$69,609.33.

BACKGROUND INFORMATION: The Parks and Recreation Department is requesting the purchase of one (1) John Deere 1600 Turbo TerrainCut Commercial Wide Area Mower with 2 Post folding Rops and Canopy with Fan utilizing the Sourcewell Turf 031121-DAC (PG BT CG 23) Cooperative Contract. This purchase replaces a mower, unit no. 3300-101. The replacement of this equipment is part of the Fiscal Year 22-23 Vehicle Equipment Replacement Fund (VERF).

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$69,609.33

Proposed Expenditure/(Revenue):	Account Number(s):
\$69,609.33	565-450-84500-6110

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Bid Award Recommendation
2. Vehicle Equipment Purchase Requisition
3. Quote

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



Bid Award Recommendation

Date: 11/08/2022 – VERF FY 2023

Description: **Wide Area Mower – 16 Foot Cut**

Qty.: 1

Replaces: 3300-101, a 2011 Jacobsen HR-9016 Wide Area Mower

Bidder: United Ag & Turf, Curtis Abel, 817-769-1482, curtisabel@unitedagt.com
Via Sourcewell Turf 031121-DAC (PG BT CG 23) Cooperative Contract

Item: 1 – John Deere 1600 Turbo TerrainCut Commercial Wide Area Mower with 2 Post folding Rops and Canopy with Fan.

Total Cost of Vehicles, Equipment & Installation:

\$69,609.33

It is Fleet Services recommendation to award the bid to **United Ag & Turf** in the amount of **\$69,609.33** utilizing the **Sourcewell Turf 031121-DAC (PG BT CG 23) Cooperative Contract.**

Fleet Services Manager

11/08/2022

Date

VEHICLE-EQUIPMENT PURCHASE REQUISITION

(For Purchase Process)

Date: 11/8/2022
 Suggested Vendor: United Ag & Turf
 Contact (if known): Curtis Abel
 Address (if available): _____
 Phone/Fax: 817-769-1482



Ship/Bill To: Town of Flower Mound
 ATTN: FLEET SERVICES
 Address: 1101 Duncan Lane
Flower Mound, TX 75028
 PO #: _____
 Department Name: Park & Rec

G/L Account # (if Decision Package)	\$Budget Estimate	Qty.	Unit Description (Specifications)	Quote Amount	Amount
565-450-84500-6110	72,000.00	1.00	Wide Area Mower - 16 Foot Cut	69,609.33	69,609.33
					-
					-
					-
					-
All Pickups come equipped w/ Spray-In Liner, Headache Rack, Across-the-bed Locking Toolbox, and Lights				TOTAL:	69,609.33

Name/Phone Ext.: Clayton Litton 6421
 Approved By: 
 Unit #(s) to be replaced
 or specify NEW Unit: 3300-101
 Spec Name: _____

APPROVALS:

Fleet Manager: Bill Sterner

Bid/Solicitation #: _____

Co-Op/Contract #: Sourcwell Turf

031121 DAC (PG BT CG 23)

Note: Requisition 'Unit Description' **must** match unit approved through the budget process. Any exceptions **must** accompany a detailed justification and ATM/CFO signature approval.


ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

United Ag & Turf
9769 S US Hwy 287
Rhome, TX 76078
US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

United Ag & Turf
9769 S Us Hwy 287
Rhome, TX 76078
817-769-1482
RhomeJD@unitedagt.com

Quote Summary
Prepared For:

TOWN OF FLOWER MOUND FLEET SERVICES
1105 DUNCAN LN
FLOWER MOUND, TX 75028
Business: 972-874-6430

Delivering Dealer:

United Ag & Turf
Curtis Abel
9769 S Us Hwy 287
Rhome, TX 76078
Phone: 817-769-1482
curtisabel@unitedagt.com

Sourcwell Member 77514

Make Payments to:

United Ag and Turf
7736 Central Park Drive
Waco, TX 76712

Quote ID: 27733281

Created On: 03 November 2022

Last Modified On: 04 November 2022

Expiration Date: 05 December 2022

Equipment Summary

JOHN DEERE 1600 Turbo
TerrainCut Commercial Wide-Area
Mower with 2-Post Folding ROPS

Contract: Sourcwell Turf 031121-DAC (PG BT CG 23)

Price Effective Date: November 3, 2022

Selling Price

\$ 69,609.33 X

Qty

1 =

Extended

\$ 69,609.33

Equipment Total

\$ 69,609.33

* Includes Fees and Non-contract items

Quote Summary

Equipment Total \$ 69,609.33

Trade In

SubTotal **\$ 69,609.33**

Est. Service \$ 0.00

Agreement Tax

Total \$ 69,609.33

Down Payment (0.00)

Rental Applied (0.00)

Balance Due \$ 69,609.33

Salesperson : X _____

Accepted By : X _____



Selling Equipment

Quote Id: 27733281

Customer Name: TOWN OF FLOWER MOUND FLEET SERVICES

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

United Ag & Turf
9769 S US Hwy 287
Rhome, TX 76078
US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

United Ag & Turf
9769 S Us Hwy 287
Rhome, TX 76078
817-769-1482
RhomeJD@unitedagt.com

JOHN DEERE 1600 Turbo TerrainCut Commercial Wide-Area Mower with 2-

Hours:

Stock Number:

Contract: Sourcewell Turf 031121-DAC (PG BT CG 23)

Selling Price *

Price Effective Date: November 3, 2022

\$ 69,609.33

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0735TC	1600 Turbo TerrainCut Commercial Wide-Area Mower with 2-Post Folding ROPS	1	\$ 88,129.00	23.00	\$ 20,269.67	\$ 67,859.33	\$ 67,859.33
Standard Options - Per Unit							
001A	United States and Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
0443	US English w/ Spanish (Bi-Lingual) Operator's Manual	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Dealer Attachments/Non-Contract/Open Market							
Open Market	Canopy with Fan	1	\$ 1,750.00	0.00	\$ 0.00	\$ 1,750.00	\$ 1,750.00
Dealer Attachments Total			\$ 1,750.00		\$ 0.00	\$ 1,750.00	\$ 1,750.00
Value Added Services							
Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 89,879.00		\$ 20,269.67	\$ 69,609.33	\$ 69,609.33



TOWN COUNCIL AGENDA ITEM NO. 15

CONSENT ITEM

DATE: November 21, 2022

FROM: Chuck Jennings, Director of Parks and Recreation Services

ITEM: Consider approval of the purchase of 22 bleacher retrofit kits from Pioneer Athletics, through the Buy Board Cooperative Contract #665-22, in the amount of \$60,940.00.

BACKGROUND INFORMATION: During an annual inspection of the Town sports complexes, it was determined that 22 sets of spectator bleachers did not meet the current national building codes. The building code requires any bleachers with a top row height over 30 inches shall be enclosed by a chain link or picket guardrail system. Bleachers at Jake's Hilltop Park, Glenwick Park, and Gerault Park will need to be retrofitted with the guardrail fencing system to satisfy current safety codes.

During the fiscal year 2022-2023 budget process, a decision package was approved to provide funding for the purchase of this chain link guardrail system.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$60,940

Proposed Expenditure/(Revenue):	Account Number(s):
\$60,940	100-630-33000-4301

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Quote from Pioneer Athletics

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

 4529 INDUSTRIAL PARKWAY • CLEVELAND, OHIO 44135 VOICE: 800.877.1500 • FAX: 800.877.1511		DROP SHIP: TO9220001		QUOTE	
		CUSTOMER ACCT. NO. TO9220			
SOLD TO (SAME AS SHIP TO UNLESS INDICATED) TOWN OF FLOWER MOUND		ATTN: ACCOUNTS PAYABLE		EMAIL: accountspayable@flower-mound.com	
STREET: 2121 CROSS TIMBERS RD		FAX: (972)874-6480		PHONE: (972)874-6011	
CITY / STATE: FLOWER MOUND TX		ZIP CODE: 75028-2602		COUNTY: DENTON	
SHIP TO: TOWN OF FLOWER MOUND		ATTN: NATHANIEL PIATT		EMAIL: nathaniel.piatt@flower-mound.com	
STREET: BAKERS FIELD PARK 1201 DUNCAN LANE (BAKERSFIELD)		FAX: (972)874-6480		PHONE: (817)932-4584	
CITY: FLOWER MOUND		STATE: TX	ZIP CODE: 75028	COUNTY: DENTON	
DATE OF ORDER: 11/14/2022	BUYERS NAME: NATHANIEL PIATT - TOWN OF FLOWER MOUND			CUSTOMER PURCH. ORDER NO.	
SALESPERSON 37 37		SALESMAN ORDER NO.		TERMS: NET 30 DAYS	
DELIVERY NOTES:		MASTER TRACKING NUMBER:		Dock:	
Item Number	Product	Qty	Unit Price	Tax	Sub Total
NEED	5 ROW X 15 RETROFIT FENCING	22	\$2,770.00	\$0.00	\$60,940.00
Total value of items in this order:			\$60,940.00	\$0.00	\$60,940.00
Notes: BUY BOARD 665-22					



TOWN COUNCIL AGENDA ITEM NO. 16

CONSENT ITEM

DATE: November 21, 2022

FROM: Chuck Jennings, Director of Parks and Recreation

ITEM: **Consider approval of naming the Wildlife Encounter Nature Trail at Heritage Park as the Gary Sims Wildlife Encounter Nature Trail. (Parks Board recommended approval by a vote of 6 to 0 at its October 6, 2022, meeting.)**

BACKGROUND INFORMATION: The naming or renaming of Town parks or areas within a park is the responsibility of the Parks Board. The process for determination of a name for recommendation to the Town Council is specified in Town Ordinance Sec. 54-1. With the recent passing of Gary Sims, former Executive Director of Community Services from 2010 – 2018, several Parks Board members have suggested that the Board consider naming an area within one of the Town's parks in honor of him and his service to the Town. Per the Town's code of ordinances, parts or areas within a park or recreation facility may be given a name which is different than the park or building. Such parts or areas may include (but are not to be limited to) gardens, playgrounds, athletic fields, structures, swimming pools and meeting rooms. Names for such facilities shall be established by the same guidelines and procedures applied to parks and buildings.

At the August 4, 2022, regular meeting, the Chair of the Parks Board appointed a committee that was tasked with recommending a way to honor Mr. Sims. The Committee consisted of board members Mark Mayer, Rick Kenyon, and Teresa Thomason and met at the Town's O&M Building on August 23, 2022. The Committee discussed a few different options but overwhelmingly liked the idea to rename the Wildlife Encounter Nature Trail at Heritage Park in his honor. They also recommended creating an interpretive sign to be placed along the trail which highlights Mr. Sims' career accomplishments and background.

At the October 6, 2022, Parks Board meeting, Mark Mayer presented the committee's recommendation and provided some background on Gary Sims, explaining why he means so much to Parks and Recreation and the Town of Flower Mound.

BOARD REVIEW/CITIZEN FEEDBACK: The Parks Board recommended approval by a unanimous vote of 6 to 0 at its October 6, 2022, regular meeting. <https://flowermoundtx.swagit.com/play/10072022-501>

ALTERNATIVES/OPTIONS: The Town Council can decide to not rename the trail and send the item back to the Parks Board for additional options.

FISCAL IMPACT: N/A

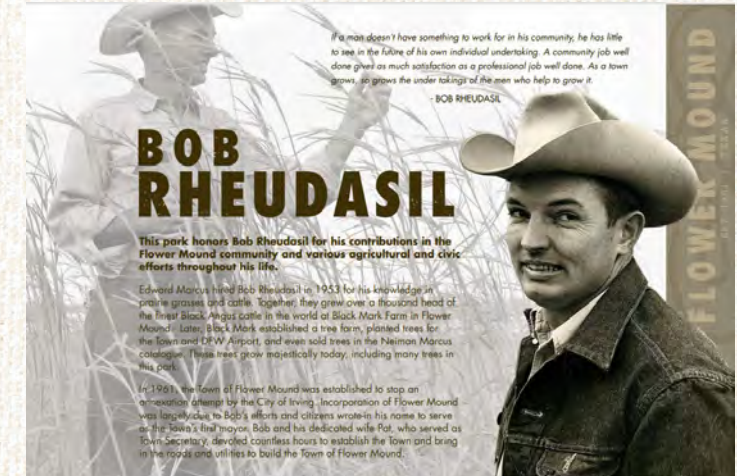
LEGAL REVIEW: N/A

ATTACHMENTS:

1. Pictures of the Wildlife Encounter Nature Trail Area

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

Heritage Park



**Create similar sign
for Gary Sims.**



TOWN COUNCIL AGENDA ITEM NO. 17

CONSENT ITEM

DATE: November 21, 2022

FROM: JP Walton, Strategic Services Manager

ITEM: Consider adoption of the Town Council Strategic Plan for Fiscal Year 2022-2023.

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

In preparation for FY 22-23, Town Council held a Strategic Planning Session in July 2022, and a Strategic Retreat in October 2022. The Town hired a consultant, Patrick Ibarra, of the Mejorado Group, to facilitate the 2-day Strategic Retreat. During this retreat, Town Council discussed roles, vision, long-range planning, and strategic goals and objectives. The retreat was designed to re-examine the strategic plan and affirm the Town’s direction and desired goals. Town Council reaffirmed the Town’s vision, updated the Town’s strategic goals, and created strategic objectives. The last time Town Council took this type of strategic review was in 2015, when Town Council last updated the Town’s strategic goals. This retreat helped to revisit and refresh the process and gave the Town an important strategic foundation moving forward, in which Town Council can enhance and build on in the future. Moving forward in FY 22-23, the Town will revisit the objectives, discuss performance measures, and discuss additional objectives and initiatives that accomplish the Town’s overarching strategic goals. These strategic work sessions will assist in formulating a more detailed and precise plan as well as to identify more dynamic performance measures to track the Town’s success at achieving its goals and objectives.

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

This year, every Flower Mound Board and Commission provided input to Town Council during a regular Town Council meeting. Additionally, FloMo Convos, a community engagement initiative, provided the community an opportunity to provide feedback on community priorities and community core values to Town Council and staff.

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. 2022-2023 Strategic Plan

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



2022-23 STRATEGIC PLAN



TOWN COUNCIL



Derek France
Mayor



Adam Schiestel
Place 1



Sandeep Sharma
Mayor Pro Tem
Place 2



Brian Taylor
Place 3



Jim Engel
Place 4



Ann Martin
Deputy Mayor Pro Tem
Place 5

Strategic Planning

In preparation for FY 22-23, Town Council held a Strategic Planning Session in July 2022, and a Strategic Retreat in October 2022. The Town hired a consultant, Patrick Ibarra, of the Mejorando Group, to facilitate the 2-day Strategic Retreat. During this retreat, Town Council discussed roles, vision, long-range planning, and strategic goals and objectives. The retreat was designed to re-examine the strategic plan and affirm the Town's direction and desired goals. Town Council reaffirmed the Town's vision, updated the Town's strategic goals, and created strategic objectives. During this process, Town Council updated the Town's strategic goals to the following:

These Town Council goals are focus areas for the Town for FY 22-23 and for future years.

The ultimate goal for the Town is a superior

Quality of Life for its residents, business owners, and community. This begins first with the people, through **Community**

Engagement. All Town goals and objectives are created based on feedback from the community, in order to achieve a superior quality of life. The Town's core goals are Public Safety, Infrastructure, and Financial Stability and Operational Soundness.

Ensuring the **Public Safety** of the community is a priority for the Town and is paramount in achieving a superior quality of life. The Town's **Infrastructure** provides the ability to provide essential services like water, sewer, drainage, and transportation and connectivity. The last core goal of

Financial Stability & Operational

Soundness focuses on ensuring the Town's financial and operational efficiency and sustainability. This goal also encompasses the ability to provide funding and resources to achieve all strategic goals in the most efficient manner. In addition to the Town's core goals, the goal of **Environment & Country Feel, Parks & Recreation, and Economic Development** are focus areas that the community has expressed an interest in based on feedback and community engagement. All three of these categories were brought up as important to the community during the Town's FloMo Convos community engagement initiative held in the Summer of 2022. Additionally, these focus areas are what makes Flower Mound unique, inviting, and assists in achieving a high quality of life by providing the services that the community desires.

Quality of Life

Public Safety

Infrastructure

Financial Stability &
Operational Soundness

Environment & Country Feel
Parks & Recreation
Economic Development

Community Engagement

Vision

Established in 1997, this vision statement is embraced by the Town Council, Town Manager, and Executive Team, and underpins the Town's strategic planning and daily operations. The Town's strategic plan to achieve this vision is set by the Town Council during long-term planning sessions held annually. The Town has conducted strategic planning since 1997, which is designed to set goals and initiatives that accomplish the Town's vision. During the 2022 Council Retreat, Town Council reaffirmed the Town's vision. In order to effectively achieve the Town vision, the goals must fit into an overall coherent plan that reflects the Town's adopted vision, its purpose, the community's values, the Town's Master Plan, and the real and perceived needs of residents and businesses.

VISION STATEMENT

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

Purpose and Core Values

The Town's purpose is to provide a healthy and safe community with essential infrastructure and vital services. This is done while protecting property values and the welfare of residents through fair and effective ordinances supported by fiscal responsibility. The community's core values reflect the Town's established vision that translates into a high quality of life. Elements of the Town's vision include country atmosphere, heritage, and dynamic economic development.

Community Core Values:

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

Master Plan

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

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

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

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

Resident and Business Needs

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

Understanding customers' real and perceived needs is critical in developing a responsive strategic plan to bring forward the Town's vision. During FY 2021-22, the Town implemented FloMo Convos, a community engagement initiative, designed to garner valuable feedback, discussion, and community building through shared ideas. This initiative reaffirmed the communities core values and provided valuable engagement and insight into the community's priorities.

The Process

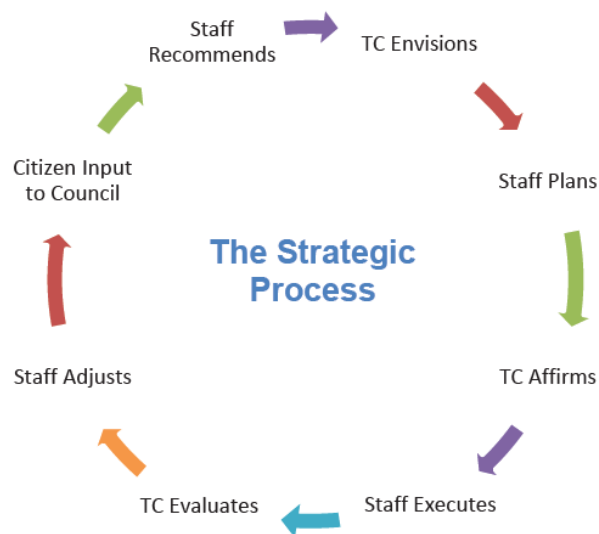
At its core, the Town uses strategic planning as a communication tool to provide a reliable system for feedback and adjustments. Below is a visual representation of the process. The process begins with the Town Council thinking about the future and developing a vision to establish the direction for the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

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

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

The Process (cont.)

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



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

In 2022, Town Council held a Strategic Retreat in order to re-evaluate the strategic process and give staff guidance regarding strategic goals and objectives for the future. The Town's Strategic Goals & Objectives found on the following page are a result of the discussions held at the 2022 Strategic Retreat. The last time Town Council took this type of strategic review was in 2015, when Town Council last updated the Town's strategic goals. This retreat helped to revisit and refresh the process and gave the Town an important strategic foundation moving forward, in which Town Council can enhance and build upon. Moving forward in FY 22-23, the Town will revisit the objectives, discuss performance measures, and discuss additional objectives and initiatives that accomplish the Town's overarching strategic goals. These strategic work sessions will assist in formulating a more detailed and precise plan as well as to identify dynamic performance measures to track the Town's success at achieving its goals and objectives.

Strategic Objectives

Objective #1: Increase Tree Preservation

**Objective #2: Maximize Park Opportunities
Along Grapevine Lake**

**Objective #3: Expand Public Open Space in
the Long Prairie District**

**Objective #4: Adopt a Comprehensive and
Strategic Economic Development Strategy**

Objective #5: Innovative Traffic Solutions

**Objective #6: Adopt a Future Facilities
Plan**

**Objective #7: Review Tax Valuation
Options**

**Objective #8: Evaluate and Refresh Town
Employment/Workforce Recruitment and
Retention Practices**

Objective #9: Town Operational Resiliency

**Objective #10: Continue the FloMo Convos
Public Engagement Initiative**

Strategic Goals

Quality of Life

Public Safety

Infrastructure

**Financial Stability &
Operational Soundness**

**Environment & Country Feel
Parks & Recreation
Economic Development**

Community Engagement



TOWN COUNCIL AGENDA ITEM NO. 18

REGULAR ITEM

DATE: November 21, 2022

FROM: Poornima Kashyap, Principal Planner

ITEM: Public Hearing to consider a request for a Replat (RP22-0007 – Red Bud Point, Lots 29R & 30R, Block 5; Lot 31R, Block 6) to abandon a private right-of-way and to relocate lot lines with an exception to lot width to depth ratio pursuant to Section 90-272(a), of the Code of Ordinances. The property is generally located west of Red Bud Drive and south of Crooked Lane. (*The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its November 14, 2022, meeting.*)



SUMMARY DATA:

- No. of Lots – 3
- Zoning – SF-10 (Minimum 10,000 square foot lots)
- Density – No change
- SMARTGrowth – N/A
- Traffic Analysis – N/A
- Exception – To allow the lot depth for two of the existing lots to exceed two and half times the lot width.
- Incentives – N/A

BACKGROUND INFORMATION:

Below is the link for the Planning and Zoning Commission (P&Z) report and backup for this item.

ATTACHMENTS:

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

LEGAL REVIEW: NA.

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



TOWN COUNCIL AGENDA ITEM NO. 19 REGULAR ITEM

DATE: November 21, 2022

FROM: Chuck Russell, Principal Planner

ITEM: Public Hearing to consider an ordinance amending the Master Plan (MPA21-0008 – Whyburn Farms) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designations from Office and Retail uses to Low Density Residential, Medium Density Residential and High Density Single Family Detached Residential uses. The property is generally located east of Long Prairie Road and south of Dixon Lane. *(The Planning and Zoning Commission recommended approval subject to a reduction of high-density land use area by a vote of 5 to 1 at its October 10, 2022, meeting; see below for more information.)*



SUMMARY DATA:

- Size – 39.136 acres
- MPA Request – Change land use from Office and Retail uses to Low Density (minimum lot size of 15,000 square feet), Medium Density (minimum lot size of 10,000 square feet) and High Density Single Family Detached (minimum lot size of 5,000 square feet) uses
- SMARTGrowth – Passed
- Traffic Analysis – Passed

BACKGROUND INFORMATION: Below is the link to the Planning and Zoning Commission (P&Z) report and backup for this item. The applicant's original request contained 17.64 acres of Low Density area, 4.57 acres of Medium Density area, and 16.93 acres of High-Density Single Family Detached area. The Commission expressed concerns about the size of the area proposed for High Density uses and the applicant agreed with their recommendation to reduce the amount of proposed High Density area. The applicant's current request contains 14.86 acres of Low Density area, 18.54 acres of Medium Density area, and 5.72 acres of High Density Single Family Detached 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 SECTION 1.0, "LAND USE PLAN," OF THE MASTER PLAN BY AMENDING ORDINANCE NO. 24-01, IN PART, WHICH ADOPTED THE MASTER PLAN, SPECIFICALLY TO CHANGE THE CURRENT LAND USE REFLECTED ON THE LAND USE PLAN MAP FROM OFFICE AND RETAIL USES TO LOW DENSITY RESIDENTIAL, MEDIUM DENSITY RESIDENTIAL, AND HIGH DENSITY SINGLE FAMILY DETACHED RESIDENTIAL USES ON APPROXIMATELY 39.136 ACRES OF LAND BEING A PART OF LOT 1, BLOCK B, OF THE WHYBURN ADDITION; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Land Use Plan Map contained in the Land Use Plan of the Town Master Plan depicts, by distinct colors, the various land uses in the Town; and,

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations of the Flower Mound Code (the "Code"), the owner of the property described as approximately 39.136 acres of land being a part of Lot 1, Block B, Whyburn Addition, Denton County, Texas, has filed an application for a Master Plan Amendment to change the current land use designation from Office and Retail Uses to Low Density Residential, Medium Density Residential, and High Density Single Family Detached Residential Uses; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas, held a public hearing on October 10, 2022, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on November 21, 2022, with respect to the Master Plan Amendment described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 213 of the Local Government Code, Chapter 78 of the Land Development Regulations, and all other laws dealing with notice, publication, and procedural requirements for the approval of a Master Plan Amendment on the property;

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

SECTION 1

The Master Plan of the Town of Flower Mound, Texas, as amended, is hereby amended to change the land use designation on the hereinafter described property and area as shown below:

Approximately 39.136 acres of land being a part of Lot 1, Block B, Whyburn Addition, Denton County, Texas, and more fully described in Exhibit "A" hereto.

Section 1.0, "Land Use Plan," of the Master Plan, specifically the "Land Use Plan Map,"

Ordinance No. _____

Page 2

is hereby amended to change the current land use designation from Office and Retail Uses to Low Density Residential, Medium Density Residential, and High Density Single Family Detached Residential Uses for the approximately 39.136 acres of the project area depicted on Exhibit "B," attached hereto and incorporated for all purposes.

SECTION 2

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

SECTION 3

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

SECTION 4

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

SECTION 5

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ___ TO ___, ON THIS THE 21ST DAY OF NOVEMBER, 2022.

APPROVED:

Derek France, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**

Ordinance No._____

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EXHIBIT “A”

Ordinance No._____

Page 4

EXHIBIT “B”

Exhibit A

*** METES AND BOUNDS DESCRIPTIONS *****FOR ZONING CLASIFICATION'S****PART OF LOT 1, BLOCK 1B, WHYBURN ADDITION****TARRANT COUNTY TEXAS****PROPOSED PARCEL BOUNDARY:**

That part of, Lot 1, Block B, Whyburn Addition, an Addition to the said Town and State, according to the plat thereof filed for record in Denton County Clerk's Instrument No. 2020-187, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.), being a 39.136 acre tract of land lying northerly and easterly of the line described by metes and bounds as follows:

COMMENCING at the most northerly northeast lot corner of said Lot 1, same being on the west lot line of Lot 1-R, Block B, Windridge Addition, being an Addition to the said Town and State, according to the plat thereof filed for record in Cabinet H, Slide 31, Plat Records, Denton County, Texas (P.R.D.C.T.), said beginning point also being on the south right-of-way line of Dixon Lane (being a variable width public right-of-way);

THENCE South 00°25'41" East, along the east lot line of said Lot 1, in part along the west lot line of said Lot 1-R, and in part along the west block line of Block B, Windridge Addition, being an Addition to the said Town and State, according to the plat thereof filed for record in Cabinet E, Page 74, P.R.D.C.T., a distance of 995.17 feet;

THENCE South 00°29'47" East, continuing along the said east lot line and the said west block line, and in part along the west property line of a called 4.00 acre tract of land conveyed to Douglas Peaden and Susan Peaden, by deed thereof filed for record in Denton County Clerk's Instrument No. 2004-103617, O.P.R.D.C.T., a distance of 769.86 feet to the **POINT OF BEGINNING**;

THENCE westerly following courses and distances;

South 89°34'19" West, a distance of 158.14 feet;

North 27°23'24" West, a distance of 66.25 feet;

THENCE northwesterly, a distance of 71.99 feet along a tangential curve concave to the north having a radius of 75.00 feet and a central angle of 54°59'36";

THENCE westerly following courses and distances;

South 24°30'50" West, a distance of 114.93 feet;

South 10°51'13" West, a distance of 130.72 feet;

North 81°26'23" West, a distance of 117.44 feet;

Exhibit A

North 65°39'41" West, a distance of 207.79 feet;

South 53°13'59" West, a distance of 80.83 feet;

South 83°31'14" West, a distance of 155.95 feet;

North 77°51'00" West, a distance of 76.74 feet;

THENCE North 00°21'37" West, to a point on the common line of the Whyburn Right of Way, and said Lot 1, Block B, WHYBURN ADDITION, Whyburn Addition Denton County Clerk's Instrument No. 2020-187, O.P.R.D.C.T., the most southeasterly right of way point of curvature of Whyburn Drive, a distance of 773.33 feet more or less and said line there terminating.

Exhibit A

HIGH DENSITY ZONING (SF-5):

That part of, Lot 1, Block B, Whyburn Addition, an Addition to the said Town and State, according to the plat thereof filed for record in Denton County Clerk's Instrument No. 2020-187, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.), being a 5.714 acre tract of land described by metes and bounds as follows:

COMMENCING at the most northerly northeast lot corner of said Lot 1, same being on the west lot line of Lot 1-R, Block B, Windridge Addition, being an Addition to the said Town and State, according to the plat thereof filed for record in Cabinet H, Slide 31, Plat Records, Denton County, Texas (P.R.D.C.T.), said point of commencement also being on the south right-of-way line of Dixon Lane (being a variable width public right-of-way);

THENCE North 89°44'26" West, a distance of 730.05 feet along the northern boundary of Lot 1, Block B , Whyburn Addition;

THENCE South 00°25'41" East, a distance of 179.37 feet;

to the **POINT OF BEGINNING**;

THENCE southwesterly, a distance of 167.74 feet along a curve concave to the southeast having a radius of 75.00 feet, a central angle of 128°08'34", a cord bearing of South 25°58'55" West, a distance of 134.90 feet;

THENCE South 00°25'41" East, a distance of 273.87 feet;

THENCE southwesterly, a distance of 107.70 feet along a tangential curve concave to the northwest having a radius of 420.00 feet, a central angle of 14°41'34";

THENCE South 14°15'53" West, a distance of 110.90 feet;

THENCE southeasterly, a distance of 218.20 feet along a tangential curve concave to the east having a radius of 425.00 feet, a central angle of 29°24'58";

THENCE South 15°09'04" East, a distance of 111.23 feet;

THENCE southerly, a distance of 107.43 feet along a tangential curve concave to the west having a radius of 420.00 feet, a central angle of 14°39'18";

THENCE following courses and distances;

South 00°29'47" East, a distance of 131.78 feet;

South 89°38'23" West, a distance of 115.00 feet;

South 00°29'47" East, a distance of 120.00 feet;

South 89°38'23" West, a distance of 15.00 feet;

South 00°29'47" East, a distance of 60.00 feet;

North 89°38'23" East, a distance of 158.07 feet;

Exhibit A

THENCE southeasterly, a distance of 73.92 feet along a curve concave to the northeast having a radius of 65.00 feet, a central angle of 65°09'32", a cord bearing of South 50°45'02" West, a chord distance of 70.00 feet;

THENCE following courses and distances;

South 83°19'47" East, a distance of 83.76 feet;

North 00°29'47" West, a distance of 375.30 feet;

North 07°49'13" West, a distance of 122.12 feet;

North 14°52'59" West, a distance of 112.00 feet;

North 07°41'07" West, a distance of 50.01 feet;

North 03°07'35" West, a distance of 75.86 feet;

North 14°15'53" East, a distance of 210.20 feet;

North 00°25'41" West, a distance of 429.83 feet;

North 89°52'45" West, a distance of 84.48 feet;

THENCE North 27°08'51" West, a distance of 45.65 feet, more or less, to the point of beginning and said line there terminating.

Exhibit A**MEDIUM DENSITY ZONING (SF-10):**

That part of, Lot 1, Block B, Whyburn Addition, an Addition to the said Town and State, according to the plat thereof filed for record in Denton County Clerk's Instrument No. 2020-187, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.), being a 18.537 acre tract of land described by metes and bounds as follows:

COMMENCING at the most northerly northeast lot corner of said Lot 1, same being on the west lot line of Lot 1-R, Block B, Windridge Addition, being an Addition to the said Town and State, according to the plat thereof filed for record in Cabinet H, Slide 31, Plat Records, Denton County, Texas (P.R.D.C.T.), said point of commencement also being on the south right-of-way line of Dixon Lane (being a variable width public right-of-way);

THENCE North 89°44'26" West, a distance of 730.05 feet along the northern boundary of Lot 1, Block B , Whyburn Addition;

THENCE South 00°25'41" East, a distance of 35.00 feet;

to the **POINT OF BEGINNING**;

THENCE the following courses and distances;

South 89°44'26" East, a distance of 409.95 feet;

South 29°18'17" East, a distance of 229.61 feet;

THENCE southerly, a distance of 118.65 feet along a tangential curve concave to the southwest having a radius of 275.00 feet and a central angle of 24°43'17";

THENCE South 00°25'41" East, a distance of 305.13 feet;

THENCE southwesterly, a distance of 77.10 feet along a tangential curve concave to the west having a radius of 275.00 feet and a central angle of 16°03'51";

THENCE South 15°38'10" East, a distance of 67.68 feet;

THENCE southerly, a distance of 157.02 feet along a tangential curve concave to the east having a radius of 275.00 feet and a central angle of 32°42'54";

THENCE South 17°04'44" East, a distance of 60.27 feet;

THENCE southerly, a distance of 79.59 feet along a tangential curve concave to the west having a radius of 275.00 feet and a central angle of 16°34'57";

THENCE South 00°29'47" East, a distance of 501.26 feet;

THENCE westerly, a distance of 130.48 feet along a tangential curve concave to the northwest having a radius of 65.00 feet and a central angle of 115°00'38";

THENCE the following courses and distances;

South 15°11'33" East, a distance of 40.38 feet;

Exhibit A

South 24°30'50" West, a distance of 114.93 feet;

North 83°55'15" West, a distance of 31.62 feet;

North 70°09'58" West, a distance of 173.59 feet;

North 83°28'43" West, a distance of 68.06 feet;

South 86°14'06" West, a distance of 81.31 feet;

North 83°28'43" West, a distance of 160.00 feet;

North 06°31'17" East, a distance of 147.59 feet;

THENCE northerly, a distance of 55.83 feet along a curve concave to the northeast having a radius of 75.00 feet, a central angle of 42°39'12", a cord bearing of North 16°36'50" West, a distance of 54.55 feet:

THENCE North 89°38'23" East, a distance of 42.72 feet;

Re THENCE southeasterly, a distance of 73.92 feet along a curve concave to the northeast having a radius of 65.00 feet, a central angle of 65°09'32", a cord bearing of South 50°45'02" West, a chord distance of 70.00 feet;

THENCE following courses and distances;

South 83°19'47" East, a distance of 83.76 feet;

North 00°29'47" West, a distance of 375.30 feet;

North 07°49'13" West, a distance of 122.12 feet;

North 14°52'59" West, a distance of 112.00 feet;

North 07°41'07" West, a distance of 50.01 feet;

North 03°07'35" West, a distance of 75.86 feet;

North 14°15'53" East, a distance of 210.20 feet;

North 00°25'41" West, a distance of 429.83 feet;

North 89°52'45" West, a distance of 84.48 feet;

North 27°08'51" West, a distance of 45.65 feet;

THENCE North 00°25'41" West, a distance of 144.37 feet, more or less, to the point of beginning and said line there terminating.

Exhibit A

THENCE northwesterly, a distance of 19.95 feet, to the **POINT OF BEGINNING**, along a tangential curve concave to the west having a radius of 275.00 feet and a central angle of 04°09'20";

Exhibit A

LOW DENSITY ZONING (SF-15):

That part of, Lot 1, Block B, Whyburn Addition, an Addition to the said Town and State, according to the plat thereof filed for record in Denton County Clerk's Instrument No. 2020-187, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.), being a 14.885 acre tract of land lying northerly and easterly of the line described by metes and bounds as follows:

COMMENCING at the most northerly northeast lot corner of said Lot 1, same being on the west lot line of Lot 1-R, Block B, Windridge Addition, being an Addition to the said Town and State, according to the plat thereof filed for record in Cabinet H, Slide 31, Plat Records, Denton County, Texas (P.R.D.C.T.), said beginning point also being on the south right-of-way line of Dixon Lane (being a variable width public right-of-way);

THENCE South 00°25'41" East, along the east lot line of said Lot 1, in part along the west lot line of said Lot 1-R, and in part along the west block line of Block B, Windridge Addition, being an Addition to the said Town and State, according to the plat thereof filed for record in Cabinet E, Page 74, P.R.D.C.T., a distance of 995.17 feet;

THENCE South 00°29'47" East, continuing along the said east lot line and the said west block line, and in part along the west property line of a called 4.00 acre tract of land conveyed to Douglas Peaden and Susan Peaden, by deed thereof filed for record in Denton County Clerk's Instrument No. 2004-103617, O.P.R.D.C.T., a distance of 769.86 feet to the **POINT OF BEGINNING**;

THENCE westerly following courses and distances;

South 89°34'19" West, a distance of 158.14 feet;

North 27°23'24" West, a distance of 66.25 feet;

THENCE northwesterly, a distance of 71.99 feet along a tangential curve concave to the north having a radius of 75.00 feet and a central angle of 54°59'36";

THENCE westerly following courses and distances;

South 24°30'50" West, a distance of 114.93 feet;

South 10°51'13" West, a distance of 130.72 feet;

North 81°26'23" West, a distance of 117.44 feet;

North 65°39'41" West, a distance of 207.79 feet;

South 53°13'59" West, a distance of 80.83 feet;

South 83°31'14" West, a distance of 155.95 feet;

North 77°51'00" West, a distance of 76.74 feet;

THENCE North 00°21'37" West, to a point on the common line of the Whyburn Right of Way, and said Lot

Exhibit A

1, Block B, WHYBURN ADDITION, Whyburn Addition Denton County Clerk's Instrument No. 2020-187, O.P.R.D.C.T., the most southeasterly right of way point of curvature of Whyburn Drive, a distance of 773.33 feet more or less and said line there terminating.

LESS

That part of, Lot 1, Block B, Whyburn Addition, an Addition to the said Town and State, according to the plat thereof filed for record in Denton County Clerk's Instrument No. 2020-187, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.), being a 5.714 acre tract of land described by metes and bounds as follows:

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THENCE North 89°44'26" West, a distance of 730.05 feet along the northern boundary of Lot 1, Block B , Whyburn Addition;

THENCE South 00°25'41" East, a distance of 179.37 feet;

to the **POINT OF BEGINNING**;

THENCE southwesterly, a distance of 167.74 feet along a curve concave to the southeast having a radius of 75.00 feet, a central angle of 128°08'34", a cord bearing of South 25°58'55" West, a distance of 134.90 feet;

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LESS

That part of, Lot 1, Block B, Whyburn Addition, an Addition to the said Town and State, according to the plat thereof filed for record in Denton County Clerk's Instrument No. 2020-187, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.), being a 18.537 acre tract of land described by metes and bounds as follows:

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Exhibit A

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Exhibit A

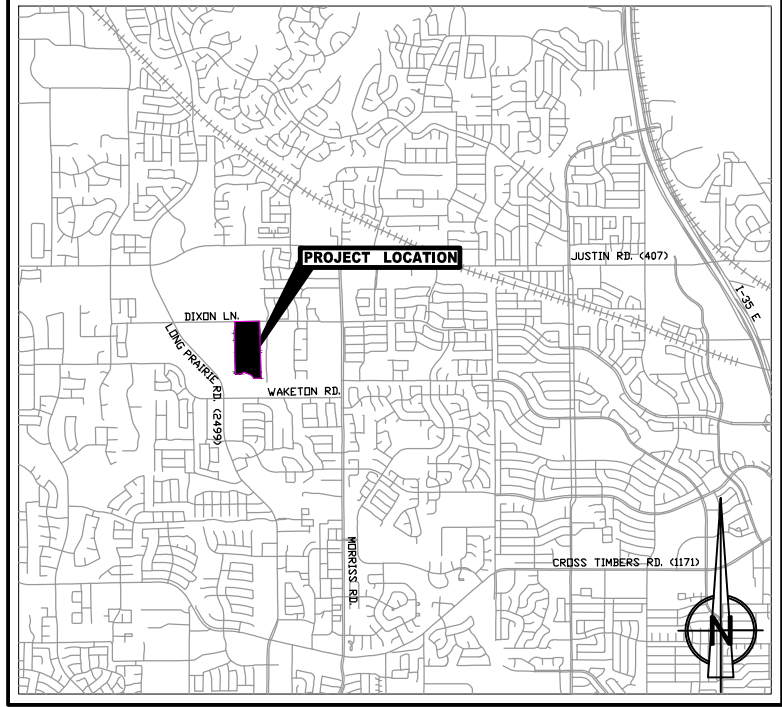
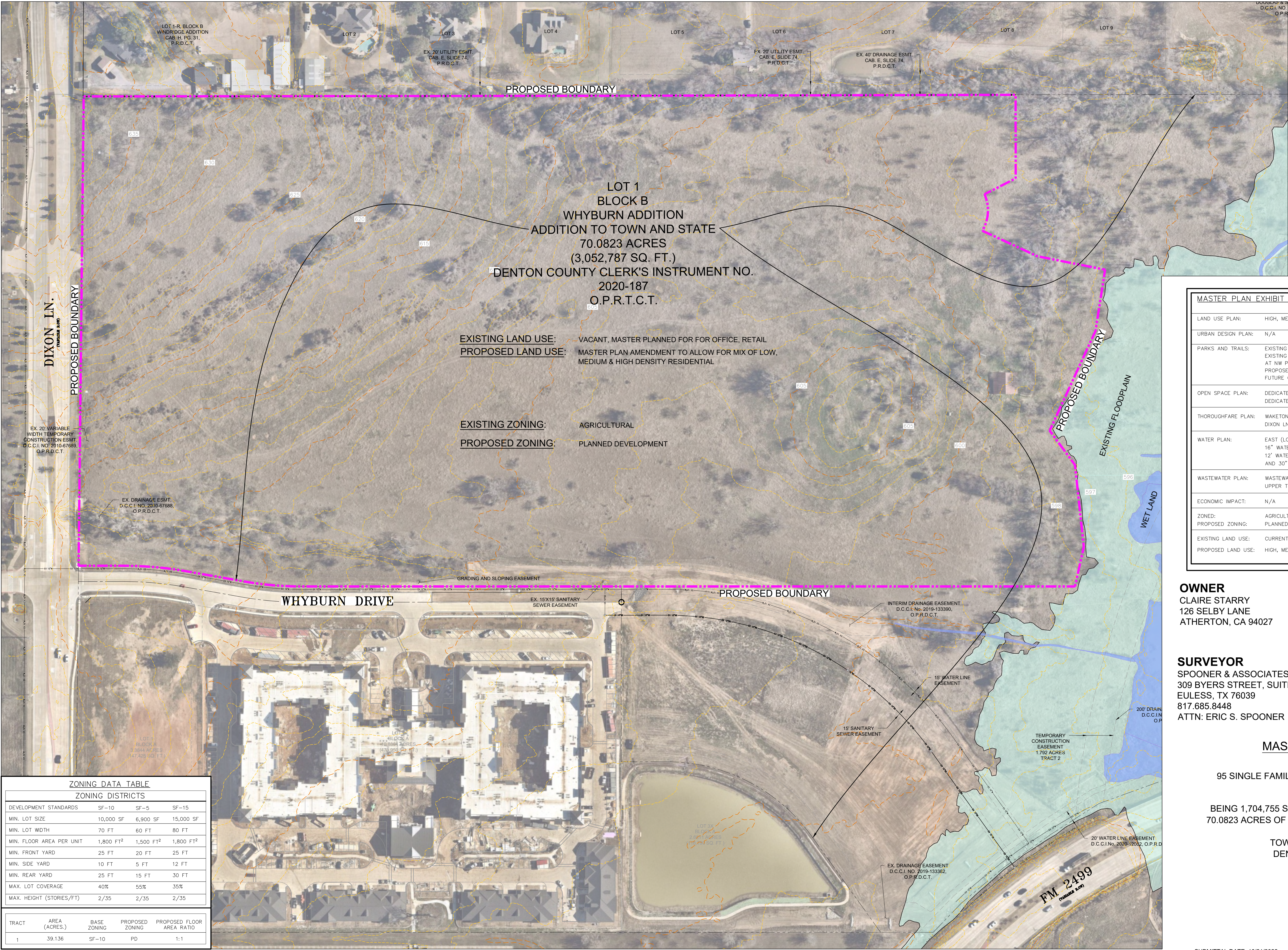
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Exhibit A

THENCE northwesterly, a distance of 19.95 feet, to the **POINT OF BEGINNING**, along a tangential curve concave to the west having a radius of 275.00 feet and a central angle of 04°09'20";



VICINITY MAP
N.T.S.

MASTER PLAN EXHIBIT FEATURES	
LAND USE PLAN:	HIGH, MEDIUM, AND LOW DENSITY RESIDENTIAL
URBAN DESIGN PLAN:	N/A
PARKS AND TRAILS:	EXISTING WHITE LAZY DAISY TRAIL EXISTING MULTI USE – GENERAL ALONG DIXON LN. AND ENDS AT NW PROPERTY CORNER PROPOSED – TRAIL EXTENSION ALONG WHYBURN DRIVE FOR FUTURE CONNECTION TO THE SOUTH
OPEN SPACE PLAN:	DEDICATED 3.065 AC OPEN SPACE (LANDSCAPE BUFFER) 'G' DEDICATED 4.176 AC OPEN SPACE (BUFFER AND PONDING) 'H'
THOROUGHFARE PLAN:	WAKETON RD: URBAN COLLECTOR (60' R.O.W.) DIXON LN: URBAN MINOR ARTERIAL (90' R.O.W.)
WATER PLAN:	EAST (LOW) PRESSURE PLANE 16" WATER LINE ALONG WAKETON RD. 12" WATER LINE ALONG LONG PRAIRIE RD. AND 30" WATER LINE ALONG DIXON LN.
WASTEWATER PLAN:	WASTEWATER SERVICE DISTRICT NO.1 UPPER TIMBER BRANCH 12" TRUNK LINE ALONG WAKETON RD.
ECONOMIC IMPACT:	N/A
ZONED:	AGRICULTURE
PROPOSED ZONING:	PLANNED DEVELOPMENT (PD)
EXISTING LAND USE:	CURRENTLY VACANT, MASTER PLANNED FOR OFFICE, RETAIL
PROPOSED LAND USE:	HIGH, MEDIUM, AND LOW DENSITY RESIDENTIAL

OWNER
CLAIRE STARRY
126 SELBY LANE
ATHERTON, CA 94027

CIVIL ENGINEER
LANDDESIGN
5301 ALPHA ROAD, SUITE 24
DALLAS, TX 75240
214.785.6009
ATTN: BRIAN DENCH

SURVEYOR
SPOONER & ASSOCIATES
309 BYERS STREET, SUITE 100
EULESS, TX 76039
817.685.8448
ATTN: ERIC S. SPOONER

LANDSCAPE ARCHITECT
LANDDESIGN
5301 ALPHA ROAD, SUITE 24
DALLAS, TX 75240
214.785.6009
ATTN: HETH KENDRICK

MASTER PLAN EXHIBIT WHYBURN

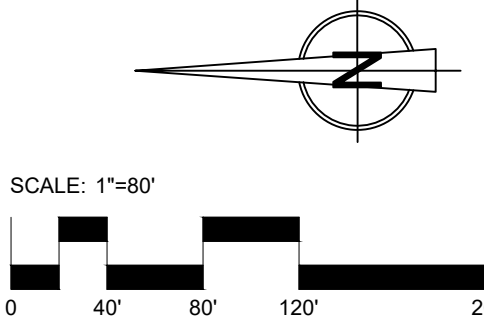
95 SINGLE FAMILY LOTS; 2 COMMON AREA LOTS;

BEING 1,704,755 SQ. FT. OR 39.136 ACRES OUT OF THE
70.0823 ACRES OF LOT 1, BLOCK B, WHYBURN ADDITION

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

ZONING DATA TABLE				
ZONING DISTRICTS				
DEVELOPMENT STANDARDS	SF-10	SF-5	SF-15	
MIN. LOT SIZE	10,000 SF	6,900 SF	15,000 SF	
MIN. LOT WIDTH	70 FT	60 FT	80 FT	
MIN. FLOOR AREA PER UNIT	1,800 FT ²	1,500 FT ²	1,800 FT ²	
MIN. FRONT YARD	25 FT	20 FT	25 FT	
MIN. SIDE YARD	10 FT	5 FT	12 FT	
MIN. REAR YARD	25 FT	15 FT	30 FT	
MAX. LOT COVERAGE	40%	55%	35%	
MAX. HEIGHT (STORIES/FT)	2/35	2/35	2/35	

TRACT	AREA (ACRES.)	BASE ZONING	PROPOSED ZONING	PROPOSED FLOOR AREA RATIO
1	39.136	SF-10	PD	1:1



SUBMITTAL DATE: 10/21/2022



TOWN COUNCIL AGENDA ITEM NO. 20

REGULAR ITEM

DATE: November 21, 2022

FROM: Chuck Russell, Principal Planner

ITEM: Public Hearing to consider an ordinance amending the zoning (ZPD21-0015 – Whyburn Farms) from Agricultural District (A) uses to Planned Development District No.189 (PD-189) with Single Family District-15 (SF-15), Single Family District-10 (SF-10) and Single Family District-5 (SF-5) uses, with certain waivers, exceptions and modifications to the Code of Ordinances. The property is generally located east of Long Prairie Road and south of Dixon Lane. *(The Planning and Zoning Commission recommended approval subject to a reduction of high density lots by a vote of 5 to 1 at its October 10, 2022, meeting; see below for more information.)*



SUMMARY DATA:

- Size – 39.136 acres
- Proposed Zoning – PD for Single-Family District-15 (minimum lot size of 15,000 square feet), Single-Family District-10 (minimum lot size of 10,000 square feet), and Single-Family District-5 (minimum lot size of 5,000 square feet) uses.
- Proposed Lots – 95 Buildable Lots
- SMARTGrowth – Passed
- Traffic Analysis – Passed, based on the TA, traffic generated is not anticipated to exceed the 5% threshold.
- Exceptions – Topographic Slope
- Incentives – N/A

BACKGROUND INFORMATION: Below is the link for the Planning and Zoning Commission (P&Z) report and backup for this item. The applicant's original request contained 120 single-family residential lots, including 17 lots with a minimum lot size of 15,000 square feet (Low Density), 16 lots with a minimum lot size of 10,000 square feet (Medium Density), and 87 lots with a minimum lot size of 5,750 square feet (High Density Single Family Detached). The Commission expressed concerns about the number of high density lots, and the applicant agreed with their recommendation to replace

several of the high density lots with medium density lots. The applicant's current request contains a total of 95 single-family residential lots including 17 low density, 57 medium density, and 21 high density lots with a minimum lot size of 6,900 square feet.

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 FLOWER MOUND CODE BY CHANGING THE ZONING ON APPROXIMATELY 39.136 ACRES OF LAND BEING A PART OF LOT 1, BLOCK B, OF THE WHYBURN ADDITION, FROM AGRICULTURAL DISTRICT (A) USES TO PLANNED DEVELOPMENT DISTRICT-189 (PD-189) WITH CERTAIN SINGLE FAMILY DISTRICT-15 (SF-15), SINGLE FAMILY DISTRICT-10 (SF-10) AND SINGLE FAMILY DISTRICT-5 (SF-5) USES IN ACCORDANCE WITH THE TOWN'S MASTER PLAN, SPECIFIC REQUIREMENTS, AND EXHIBITS INCORPORATED HEREIN; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as approximately 39.136 acres of land being a part of Lot 1, Block B, Whyburn Addition, Denton County, Texas, have filed an application to change the zoning from Agricultural District (A) uses to Planned Development District No.189 (PD-189) with certain Single Family District-15 (SF-15), Single Family District-10 (SF-10) and Single Family District-5 (SF-5) uses; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas, held a public hearing on October 10, 2022, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on November 21, 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,

WHEREAS, the Town Council finds that amendment of the Zoning Map as outlined

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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 39.136 acres of land being a part of Lot 1, Block B, Whyburn Addition, Denton County, Texas, and more fully described in Exhibit "A" attached hereto.

Planned Development District No.189 (PD-189) with certain Single Family District-15 (SF-15), Single Family District-10 (SF-10) and Single Family District-5 (SF-5) uses.

SECTION 2

The Development Standards, Conceptual Site Plan, and Conceptual Landscape Plan of the proposed Planned Development District No. 189 (PD-189), attached hereto as Exhibits "B," "C," and "D," each incorporated herein for all purposes allowed by law, are hereby approved as the Development Standards, Conceptual Site Plan, and Conceptual Landscape Plan for this Planned Development District No. 189 (PD-189).

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. 189 (PD-189), as set forth above.

SECTION 4

The use of the property described above shall be subject to all restrictions, terms, and conditions contained in Exhibits "B," "C," and "D," attached hereto, as well as the applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town of Flower Mound.

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SECTION 5

This Ordinance shall be cumulative of all provisions of ordinances and of the Flower Mound Code 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 Flower Mound Code. 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.

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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 21ST DAY OF NOVEMBER, 2022.

APPROVED:

Derek France, MAYOR**ATTEST:**

Theresa Scott, TOWN SECRETARY

ORDINANCE NO. _____

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EXHIBIT “A”

ORDINANCE NO. _____

Page 6

EXHIBIT “B”

ORDINANCE NO. _____

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EXHIBIT “C”

ORDINANCE NO. _____

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EXHIBIT “D”

Exhibit A

*** METES AND BOUNDS DESCRIPTIONS *****FOR ZONING CLASIFICATION'S****PART OF LOT 1, BLOCK 1B, WHYBURN ADDITION****TARRANT COUNTY TEXAS****PROPOSED PARCEL BOUNDARY:**

That part of, Lot 1, Block B, Whyburn Addition, an Addition to the said Town and State, according to the plat thereof filed for record in Denton County Clerk's Instrument No. 2020-187, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.), being a 39.136 acre tract of land lying northerly and easterly of the line described by metes and bounds as follows:

COMMENCING at the most northerly northeast lot corner of said Lot 1, same being on the west lot line of Lot 1-R, Block B, Windridge Addition, being an Addition to the said Town and State, according to the plat thereof filed for record in Cabinet H, Slide 31, Plat Records, Denton County, Texas (P.R.D.C.T.), said beginning point also being on the south right-of-way line of Dixon Lane (being a variable width public right-of-way);

THENCE South 00°25'41" East, along the east lot line of said Lot 1, in part along the west lot line of said Lot 1-R, and in part along the west block line of Block B, Windridge Addition, being an Addition to the said Town and State, according to the plat thereof filed for record in Cabinet E, Page 74, P.R.D.C.T., a distance of 995.17 feet;

THENCE South 00°29'47" East, continuing along the said east lot line and the said west block line, and in part along the west property line of a called 4.00 acre tract of land conveyed to Douglas Peaden and Susan Peaden, by deed thereof filed for record in Denton County Clerk's Instrument No. 2004-103617, O.P.R.D.C.T., a distance of 769.86 feet to the **POINT OF BEGINNING**;

THENCE westerly following courses and distances;

South 89°34'19" West, a distance of 158.14 feet;

North 27°23'24" West, a distance of 66.25 feet;

THENCE northwesterly, a distance of 71.99 feet along a tangential curve concave to the north having a radius of 75.00 feet and a central angle of 54°59'36";

THENCE westerly following courses and distances;

South 24°30'50" West, a distance of 114.93 feet;

South 10°51'13" West, a distance of 130.72 feet;

North 81°26'23" West, a distance of 117.44 feet;

Exhibit A

North 65°39'41" West, a distance of 207.79 feet;

South 53°13'59" West, a distance of 80.83 feet;

South 83°31'14" West, a distance of 155.95 feet;

North 77°51'00" West, a distance of 76.74 feet;

THENCE North 00°21'37" West, to a point on the common line of the Whyburn Right of Way, and said Lot 1, Block B, WHYBURN ADDITION, Whyburn Addition Denton County Clerk's Instrument No. 2020-187, O.P.R.D.C.T., the most southeasterly right of way point of curvature of Whyburn Drive, a distance of 773.33 feet more or less and said line there terminating.

Exhibit A**HIGH DENSITY ZONING (SF-5):**

That part of, Lot 1, Block B, Whyburn Addition, an Addition to the said Town and State, according to the plat thereof filed for record in Denton County Clerk's Instrument No. 2020-187, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.), being a 5.714 acre tract of land described by metes and bounds as follows:

COMMENCING at the most northerly northeast lot corner of said Lot 1, same being on the west lot line of Lot 1-R, Block B, Windridge Addition, being an Addition to the said Town and State, according to the plat thereof filed for record in Cabinet H, Slide 31, Plat Records, Denton County, Texas (P.R.D.C.T.), said point of commencement also being on the south right-of-way line of Dixon Lane (being a variable width public right-of-way);

THENCE North 89°44'26" West, a distance of 730.05 feet along the northern boundary of Lot 1, Block B , Whyburn Addition;

THENCE South 00°25'41" East, a distance of 179.37 feet;

to the **POINT OF BEGINNING**;

THENCE southwesterly, a distance of 167.74 feet along a curve concave to the southeast having a radius of 75.00 feet, a central angle of 128°08'34", a cord bearing of South 25°58'55" West, a distance of 134.90 feet;

THENCE South 00°25'41" East, a distance of 273.87 feet;

THENCE southwesterly, a distance of 107.70 feet along a tangential curve concave to the northwest having a radius of 420.00 feet, a central angle of 14°41'34";

THENCE South 14°15'53" West, a distance of 110.90 feet;

THENCE southeasterly, a distance of 218.20 feet along a tangential curve concave to the east having a radius of 425.00 feet, a central angle of 29°24'58";

THENCE South 15°09'04" East, a distance of 111.23 feet;

THENCE southerly, a distance of 107.43 feet along a tangential curve concave to the west having a radius of 420.00 feet, a central angle of 14°39'18";

THENCE following courses and distances;

South 00°29'47" East, a distance of 131.78 feet;

South 89°38'23" West, a distance of 115.00 feet;

South 00°29'47" East, a distance of 120.00 feet;

South 89°38'23" West, a distance of 15.00 feet;

South 00°29'47" East, a distance of 60.00 feet;

North 89°38'23" East, a distance of 158.07 feet;

Exhibit A

THENCE southeasterly, a distance of 73.92 feet along a curve concave to the northeast having a radius of 65.00 feet, a central angle of 65°09'32", a cord bearing of South 50°45'02" West, a chord distance of 70.00 feet;

THENCE following courses and distances;

South 83°19'47" East, a distance of 83.76 feet;

North 00°29'47" West, a distance of 375.30 feet;

North 07°49'13" West, a distance of 122.12 feet;

North 14°52'59" West, a distance of 112.00 feet;

North 07°41'07" West, a distance of 50.01 feet;

North 03°07'35" West, a distance of 75.86 feet;

North 14°15'53" East, a distance of 210.20 feet;

North 00°25'41" West, a distance of 429.83 feet;

North 89°52'45" West, a distance of 84.48 feet;

THENCE North 27°08'51" West, a distance of 45.65 feet, more or less, to the point of beginning and said line there terminating.

Exhibit A

MEDIUM DENSITY ZONING (SF-10):

That part of, Lot 1, Block B, Whyburn Addition, an Addition to the said Town and State, according to the plat thereof filed for record in Denton County Clerk's Instrument No. 2020-187, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.), being a 18.537 acre tract of land described by metes and bounds as follows:

COMMENCING at the most northerly northeast lot corner of said Lot 1, same being on the west lot line of Lot 1-R, Block B, Windridge Addition, being an Addition to the said Town and State, according to the plat thereof filed for record in Cabinet H, Slide 31, Plat Records, Denton County, Texas (P.R.D.C.T.), said point of commencement also being on the south right-of-way line of Dixon Lane (being a variable width public right-of-way);

THENCE North 89°44'26" West, a distance of 730.05 feet along the northern boundary of Lot 1, Block B , Whyburn Addition;

THENCE South 00°25'41" East, a distance of 35.00 feet;

to the **POINT OF BEGINNING**;

THENCE the following courses and distances;

South 89°44'26" East, a distance of 409.95 feet;

South 29°18'17" East, a distance of 229.61 feet;

THENCE southerly, a distance of 118.65 feet along a tangential curve concave to the southwest having a radius of 275.00 feet and a central angle of 24°43'17";

THENCE South 00°25'41" East, a distance of 305.13 feet;

THENCE southwesterly, a distance of 77.10 feet along a tangential curve concave to the west having a radius of 275.00 feet and a central angle of 16°03'51";

THENCE South 15°38'10" East, a distance of 67.68 feet;

THENCE southerly, a distance of 157.02 feet along a tangential curve concave to the east having a radius of 275.00 feet and a central angle of 32°42'54";

THENCE South 17°04'44" East, a distance of 60.27 feet;

THENCE southerly, a distance of 79.59 feet along a tangential curve concave to the west having a radius of 275.00 feet and a central angle of 16°34'57";

THENCE South 00°29'47" East, a distance of 501.26 feet;

THENCE westerly, a distance of 130.48 feet along a tangential curve concave to the northwest having a radius of 65.00 feet and a central angle of 115°00'38";

THENCE the following courses and distances;

South 15°11'33" East, a distance of 40.38 feet;

Exhibit A

South 24°30'50" West, a distance of 114.93 feet;

North 83°55'15" West, a distance of 31.62 feet;

North 70°09'58" West, a distance of 173.59 feet;

North 83°28'43" West, a distance of 68.06 feet;

South 86°14'06" West, a distance of 81.31 feet;

North 83°28'43" West, a distance of 160.00 feet;

North 06°31'17" East, a distance of 147.59 feet;

THENCE northerly, a distance of 55.83 feet along a curve concave to the northeast having a radius of 75.00 feet, a central angle of 42°39'12", a cord bearing of North 16°36'50" West, a distance of 54.55 feet:

THENCE North 89°38'23" East, a distance of 42.72 feet;

Re THENCE southeasterly, a distance of 73.92 feet along a curve concave to the northeast having a radius of 65.00 feet, a central angle of 65°09'32", a cord bearing of South 50°45'02" West, a chord distance of 70.00 feet;

THENCE following courses and distances;

South 83°19'47" East, a distance of 83.76 feet;

North 00°29'47" West, a distance of 375.30 feet;

North 07°49'13" West, a distance of 122.12 feet;

North 14°52'59" West, a distance of 112.00 feet;

North 07°41'07" West, a distance of 50.01 feet;

North 03°07'35" West, a distance of 75.86 feet;

North 14°15'53" East, a distance of 210.20 feet;

North 00°25'41" West, a distance of 429.83 feet;

North 89°52'45" West, a distance of 84.48 feet;

North 27°08'51" West, a distance of 45.65 feet;

THENCE North 00°25'41" West, a distance of 144.37 feet, more or less, to the point of beginning and said line there terminating.

Exhibit A

THENCE northwesterly, a distance of 19.95 feet, to the **POINT OF BEGINNING**, along a tangential curve concave to the west having a radius of 275.00 feet and a central angle of 04°09'20";

Exhibit A

LOW DENSITY ZONING (SF-15):

That part of, Lot 1, Block B, Whyburn Addition, an Addition to the said Town and State, according to the plat thereof filed for record in Denton County Clerk's Instrument No. 2020-187, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.), being a 14.885 acre tract of land lying northerly and easterly of the line described by metes and bounds as follows:

COMMENCING at the most northerly northeast lot corner of said Lot 1, same being on the west lot line of Lot 1-R, Block B, Windridge Addition, being an Addition to the said Town and State, according to the plat thereof filed for record in Cabinet H, Slide 31, Plat Records, Denton County, Texas (P.R.D.C.T.), said beginning point also being on the south right-of-way line of Dixon Lane (being a variable width public right-of-way);

THENCE South 00°25'41" East, along the east lot line of said Lot 1, in part along the west lot line of said Lot 1-R, and in part along the west block line of Block B, Windridge Addition, being an Addition to the said Town and State, according to the plat thereof filed for record in Cabinet E, Page 74, P.R.D.C.T., a distance of 995.17 feet;

THENCE South 00°29'47" East, continuing along the said east lot line and the said west block line, and in part along the west property line of a called 4.00 acre tract of land conveyed to Douglas Peaden and Susan Peaden, by deed thereof filed for record in Denton County Clerk's Instrument No. 2004-103617, O.P.R.D.C.T., a distance of 769.86 feet to the **POINT OF BEGINNING**;

THENCE westerly following courses and distances;

South 89°34'19" West, a distance of 158.14 feet;

North 27°23'24" West, a distance of 66.25 feet;

THENCE northwesterly, a distance of 71.99 feet along a tangential curve concave to the north having a radius of 75.00 feet and a central angle of 54°59'36";

THENCE westerly following courses and distances;

South 24°30'50" West, a distance of 114.93 feet;

South 10°51'13" West, a distance of 130.72 feet;

North 81°26'23" West, a distance of 117.44 feet;

North 65°39'41" West, a distance of 207.79 feet;

South 53°13'59" West, a distance of 80.83 feet;

South 83°31'14" West, a distance of 155.95 feet;

North 77°51'00" West, a distance of 76.74 feet;

THENCE North 00°21'37" West, to a point on the common line of the Whyburn Right of Way, and said Lot

Exhibit A

1, Block B, WHYBURN ADDITION, Whyburn Addition Denton County Clerk's Instrument No. 2020-187, O.P.R.D.C.T., the most southeasterly right of way point of curvature of Whyburn Drive, a distance of 773.33 feet more or less and said line there terminating.

LESS

That part of, Lot 1, Block B, Whyburn Addition, an Addition to the said Town and State, according to the plat thereof filed for record in Denton County Clerk's Instrument No. 2020-187, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.), being a 5.714 acre tract of land described by metes and bounds as follows:

COMMENCING at the most northerly northeast lot corner of said Lot 1, same being on the west lot line of Lot 1-R, Block B, Windridge Addition, being an Addition to the said Town and State, according to the plat thereof filed for record in Cabinet H, Slide 31, Plat Records, Denton County, Texas (P.R.D.C.T.), said point of commencement also being on the south right-of-way line of Dixon Lane (being a variable width public right-of-way);

THENCE North 89°44'26" West, a distance of 730.05 feet along the northern boundary of Lot 1, Block B , Whyburn Addition;

THENCE South 00°25'41" East, a distance of 179.37 feet;

to the **POINT OF BEGINNING**;

THENCE southwesterly, a distance of 167.74 feet along a curve concave to the southeast having a radius of 75.00 feet, a central angle of 128°08'34", a cord bearing of South 25°58'55" West, a distance of 134.90 feet;

THENCE South 00°25'41" East, a distance of 273.87 feet;

THENCE southwesterly, a distance of 107.70 feet along a tangential curve concave to the northwest having a radius of 420.00 feet, a central angle of 14°41'34";

THENCE South 14°15'53" West, a distance of 110.90 feet;

THENCE southeasterly, a distance of 218.20 feet along a tangential curve concave to the east having a radius of 425.00 feet, a central angle of 29°24'58";

THENCE South 15°09'04" East, a distance of 111.23 feet;

THENCE southerly, a distance of 107.43 feet along a tangential curve concave to the west having a radius of 420.00 feet, a central angle of 14°39'18";

THENCE following courses and distances;

South 00°29'47" East, a distance of 131.78 feet;

South 89°38'23" West, a distance of 115.00 feet;

South 00°29'47" East, a distance of 120.00 feet;

Exhibit A

South 89°38'23" West, a distance of 15.00 feet;

South 00°29'47" East, a distance of 60.00 feet;

North 89°38'23" East, a distance of 158.07 feet;

THENCE southeasterly, a distance of 73.92 feet along a curve concave to the northeast having a radius of 65.00 feet, a central angle of 65°09'32", a cord bearing of South 50°45'02" West, a chord distance of 70.00 feet;

THENCE following courses and distances;

South 83°19'47" East, a distance of 83.76 feet;

North 00°29'47" West, a distance of 375.30 feet;

North 07°49'13" West, a distance of 122.12 feet;

North 14°52'59" West, a distance of 112.00 feet;

North 07°41'07" West, a distance of 50.01 feet;

North 03°07'35" West, a distance of 75.86 feet;

North 14°15'53" East, a distance of 210.20 feet;

North 00°25'41" West, a distance of 429.83 feet;

North 89°52'45" West, a distance of 84.48 feet;

THENCE North 27°08'51" West, a distance of 45.65 feet, more or less, to the point of beginning and said line there terminating.

LESS

That part of, Lot 1, Block B, Whyburn Addition, an Addition to the said Town and State, according to the plat thereof filed for record in Denton County Clerk's Instrument No. 2020-187, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.), being a 18.537 acre tract of land described by metes and bounds as follows:

COMMENCING at the most northerly northeast lot corner of said Lot 1, same being on the west lot line of Lot 1-R, Block B, Windridge Addition, being an Addition to the said Town and State, according to the plat thereof filed for record in Cabinet H, Slide 31, Plat Records, Denton County, Texas (P.R.D.C.T.), said point of commencement also being on the south right-of-way line of Dixon Lane (being a variable width public right-of-way);

THENCE North 89°44'26" West, a distance of 730.05 feet along the northern boundary of Lot 1, Block B , Whyburn Addition;

THENCE South 00°25'41" East, a distance of 35.00 feet;

to the **POINT OF BEGINNING**;

THENCE the following courses and distances;

Exhibit A

South 89°44'26" East, a distance of 409.95 feet;

South 29°18'17" East, a distance of 229.61 feet;

THENCE southerly, a distance of 118.65 feet along a tangential curve concave to the southwest having a radius of 275.00 feet and a central angle of 24°43'17";

THENCE South 00°25'41" East, a distance of 305.13 feet;

THENCE southwesterly, a distance of 77.10 feet along a tangential curve concave to the west having a radius of 275.00 feet and a central angle of 16°03'51";

THENCE South 15°38'10" East, a distance of 67.68 feet;

THENCE southerly, a distance of 157.02 feet along a tangential curve concave to the east having a radius of 275.00 feet and a central angle of 32°42'54";

THENCE South 17°04'44" East, a distance of 60.27 feet;

THENCE southerly, a distance of 79.59 feet along a tangential curve concave to the west having a radius of 275.00 feet and a central angle of 16°34'57";

THENCE South 00°29'47" East, a distance of 501.26 feet;

THENCE westerly, a distance of 130.48 feet along a tangential curve concave to the northwest having a radius of 65.00 feet and a central angle of 115°00'38";

THENCE the following courses and distances;

South 15°11'33" East, a distance of 40.38 feet;

South 24°30'50" West, a distance of 114.93 feet;

North 83°55'15" West, a distance of 31.62 feet;

North 70°09'58" West, a distance of 173.59 feet;

North 83°28'43" West, a distance of 68.06 feet;

South 86°14'06" West, a distance of 81.31 feet;

North 83°28'43" West, a distance of 160.00 feet;

North 06°31'17" East, a distance of 147.59 feet;

THENCE northerly, a distance of 55.83 feet along a curve concave to the northeast having a radius of 75.00 feet, a central angle of 42°39'12", a cord bearing of North 16°36'50" West, a distance of 54.55 feet:

THENCE North 89°38'23" East, a distance of 42.72 feet;

Re THENCE southeasterly, a distance of 73.92 feet along a curve concave to the northeast having a radius of 65.00 feet, a central angle of 65°09'32", a cord bearing of South 50°45'02" West, a chord distance of 70.00 feet;

Exhibit A

THENCE following courses and distances;

South 83°19'47" East, a distance of 83.76 feet;
North 00°29'47" West, a distance of 375.30 feet;
North 07°49'13" West, a distance of 122.12 feet;
North 14°52'59" West, a distance of 112.00 feet;
North 07°41'07" West, a distance of 50.01 feet;
North 03°07'35" West, a distance of 75.86 feet;
North 14°15'53" East, a distance of 210.20 feet;
North 00°25'41" West, a distance of 429.83 feet;
North 89°52'45" West, a distance of 84.48 feet;
North 27°08'51" West, a distance of 45.65 feet;

THENCE North 00°25'41" West, a distance of 144.37 feet, more or less, to the point of beginning and said line there terminating.

Exhibit A

THENCE northwesterly, a distance of 19.95 feet, to the **POINT OF BEGINNING**, along a tangential curve concave to the west having a radius of 275.00 feet and a central angle of 04°09'20";

Exhibit A

**PROPOSED PARCEL
PART OF LOT 1,
BLOCK 1
(1,704,750 SF)
(39.136 AC.)**

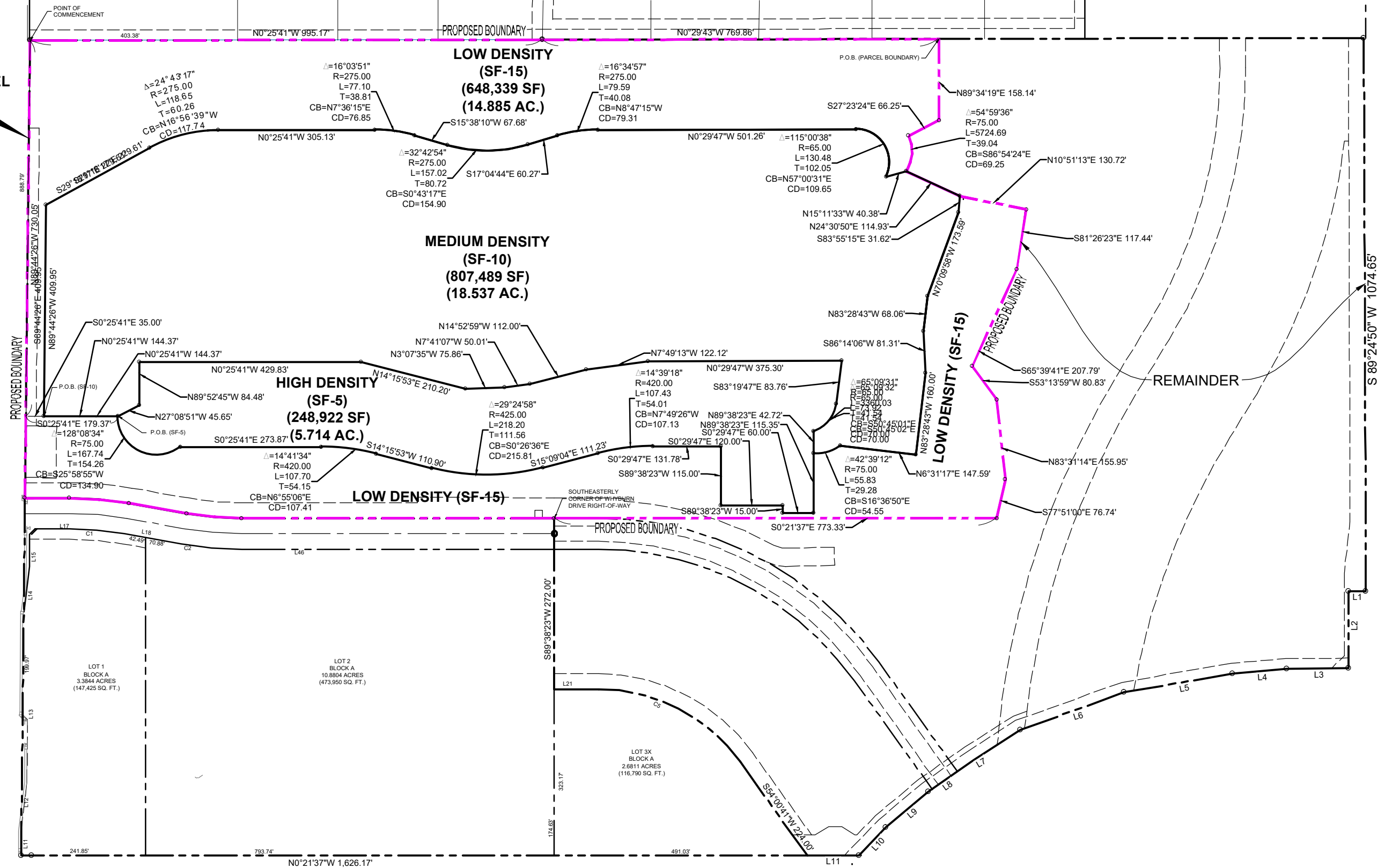


Exhibit “B”**DEVELOPMENT STANDARDS**
Planned Development District No. 189 (PD-189)**WHYBURN FARMS**

The Development depicted in Exhibit “C” shall be in accordance with the Town of Flower Mound’s Master Plan and Land Development Regulations, as amended, and shall be subject to the following requirements and conditions:

A. PERMITTED USES.

1. Permitted Uses: The following uses shall be permitted within PD-189, subject to compliance with all applicable conditions and provisions of the Town’s Land Development Regulations, as amended.
 - a. Accessory use, general, subject to section 98-972;
 - b. Day care home;
 - c. Dwelling, single-family detached;
 - d. Garage sale, subject to section 98-982;
 - e. Home occupation, subject to section 98-984;
 - f. Local utility line;
 - g. Model home, subject to section 98-1000;
 - h. Solar panel systems, subject to section 98-1002; and
 - i. Swimming pool, private, subject to section 98-996.
2. Specific Uses: No uses requiring a Specific Use Permit shall be permitted within PD-189.
3. Temporary Uses: Only the following Temporary Uses may be permitted within PD-189 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. Field office, temporary; and
 - c. Sales trailer, temporary, subject to section 98-993.

B. MINIMUM AND MAXIMUM DIMENSIONS.

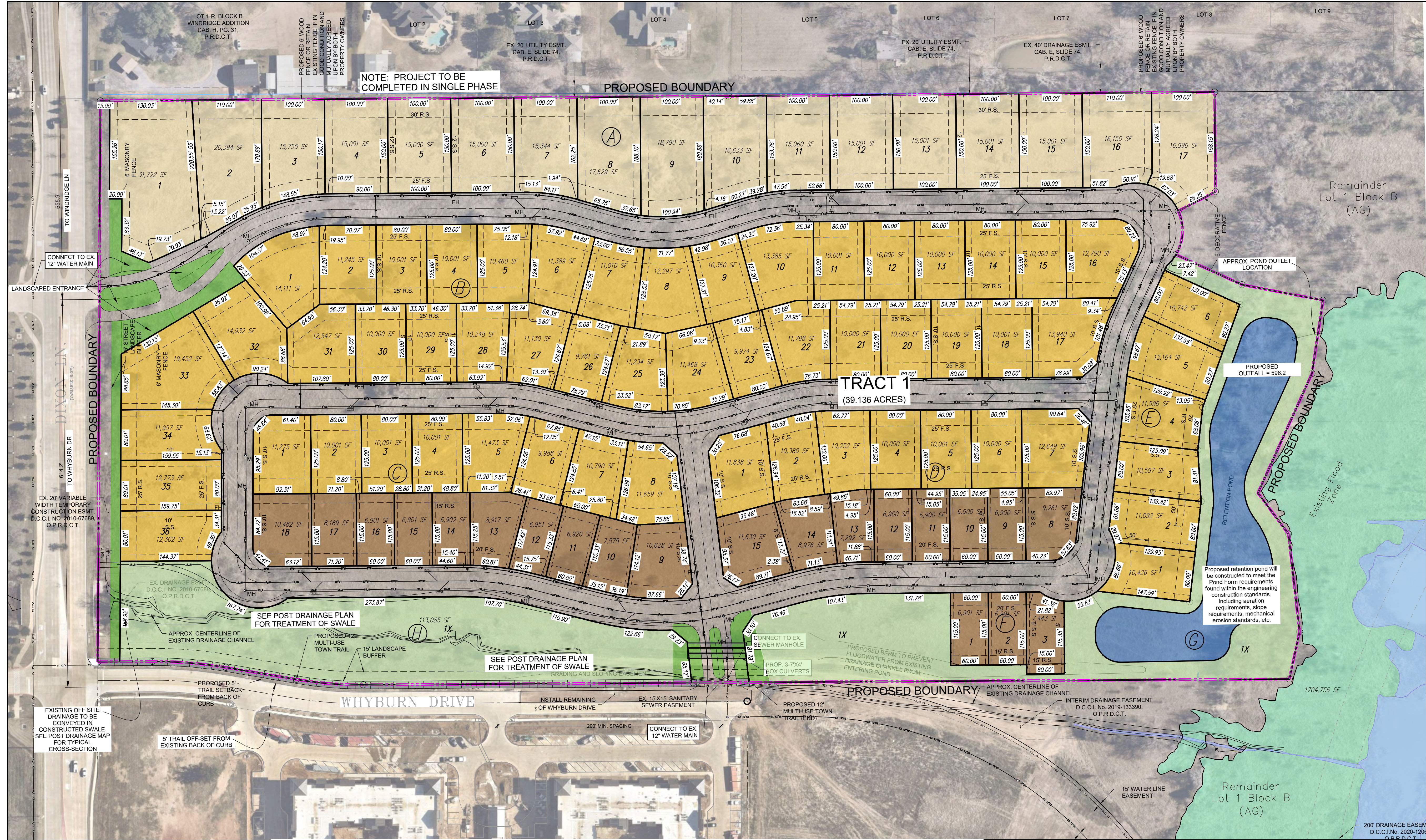
1. The dimensional regulations listed in the Single-Family District-15 (SF-15) in the Town’s Zoning Ordinance shall be required for this Planned Development as shown on Exhibit “C” except as modified below:
 - a. The maximum height of buildings and structures shall be two (2) stories or 35 feet for all uses, subject to section 98-1031.

ORDINANCE NO. _____**Page 2**

2. The dimensional regulations listed for SF-10 Single-Family District-10, section 98-395 of the Town's Zoning Ordinance shall be required for this Planned Development as shown on Exhibit "C," except as modified below:
 - a. Porches may encroach up to eight feet (8') into the front yard.
 - b. The maximum height of buildings and structures shall be two (2) stories or 35 feet for all uses, subject to section 98-1031.
3. The dimensional regulations listed for SF-5 Single-Family District-5, section 98-435 of the Town's Zoning Ordinance shall be required for this Planned Development as shown on Exhibit "C," except as modified below:
 - a. Minimum lot size shall be 6,900 square feet.
 - b. Porches may encroach up to five feet (5') into the front yard.
 - c. The minimum side yard setback for the street side of a corner lot shall be ten feet (10').
 - d. The maximum height of buildings and structures shall be two (2) stories or 35 feet for all uses, subject to section 98-1031.
- C. RESIDENTIAL LOT REQUIREMENTS. There shall be a maximum of 95 residential lots within PD-189.
- D. LANDSCAPING AND FENCING. Landscaping and fencing shall be provided as shown on Exhibit "D."
- E. ENVIRONMENTAL PROTECTION PLAN. PD-189 is subject to the approved Environmental Protection Plan.
- F. EXCEPTIONS.

The following exceptions shall be granted with the approval of Planned Development District-189 (PD-189):

1. Topographical Slope Protection - Section 98-147.
An exception to Section 98-147, "Topographical slope protection," is granted for slopes that are greater than 5%, but less than 12%, as depicted in the approved Environmental Protection Plan.



ZONING PLAN EXHIBIT FEATURES	
LAND USE PLAN:	HIGH, MEDIUM, AND LOW DENSITY RESIDENTIAL
URBAN DESIGN PLAN:	N/A
PARKS AND TRAILS:	EXISTING WHITE LAZY DAISY TRAIL EXISTING MULTI USE – GENERAL ALONG DIXON LN. AND ENDS AT NW PROPERTY CORNER PROPOSED – TRAIL EXTENSION ALONG WHYBURN DRIVE FOR FUTURE CONNECTION TO THE SOUTH
OPEN SPACE PLAN:	DEDICATED 3.762 AC OPEN SPACE (BUFFER & PONDING) 'G' DEDICATED 2.596 AC OPEN SPACE (BUFFER & DRAINAGE) 'H'
THOROUGHFARE PLAN:	WAKETON RD: URBAN COLLECTOR (60' R.O.W.) DIXON LN: URBAN MINOR ARTERIAL (90' R.O.W.)
WATER PLAN:	EAST (LOW) PRESSURE PLANE 16" WATER LINE ALONG WAKETON RD. 12" WATER LINE ALONG LONG PRAIRIE RD. AND 30" WATER LINE ALONG DIXON LN.
WASTEWATER PLAN:	WASTEWATER SERVICE DISTRICT NO.1 UPPER TIMBER BRANCH 12" TRUNK LINE ALONG WAKETON RD.
ECONOMIC IMPACT:	N/A
ZONED:	AGRICULTURE
PROPOSED ZONING:	PLANNED DEVELOPMENT (PD)
EXISTING LAND USE:	CURRENTLY VACANT, MASTER PLANNED FOR OFFICE, RETAIL
PROPOSED LAND USE:	HIGH, MEDIUM, AND LOW DENSITY RESIDENTIAL

OWNER
CLAIRE STARRY
126 SELBY LANE
ATHERTON, CA 94027

SURVEYOR
SPOONER & ASSOCIATES
309 BYERS STREET, SUITE 100
EULESS, TX 76039
817.685.8448
ATTN: ERIC S. SPOONER

CIVIL ENGINEER
LANDDESIGN
5301 ALPHA ROAD, SUITE 24
DALLAS, TX 75240
214.785.6009
ATTN: BRIAN DENCH

LANDSCAPE ARCHITECT
LANDDESIGN
5301 ALPHA ROAD, SUITE 24
DALLAS, TX 75240
214.785.6009
ATTN: HETH KENDRICK

ZONING DATA TABLE			
ZONING DISTRICTS			
DEVELOPMENT STANDARDS	SF-10	SF-5	SF-15
MIN. LOT SIZE	10,000 SF	6,900 SF	15,000 SF
MIN. LOT WIDTH	70 FT	50 FT	80 FT
MIN. FLOOR AREA PER UNIT	1,800 FT ²	1,500 FT ²	1,800 FT ²
MIN. FRONT YARD	25 FT	20 FT	25 FT
MIN. SIDE YARD	10 FT	5 FT	12 FT
MIN. REAR YARD	25 FT	15 FT	30 FT
MAX. LOT COVERAGE	40%	55%	35%
MAX. HEIGHT (STORIES/FT)	2/35	2/35	2/35

TRACT	AREA (ACRES.)	BASE ZONING	PROPOSED ZONING	PROPOSED FLOOR AREA RATIO
1	39.136	AG	PD	1:1

RESIDENTIAL ZONING	LOTS	SQ. FT.
LOW	17	289,474
MEDIUM	57	578,854
HIGH	21	166,370
TOTAL	95	1,034,698

OPEN SPACE	SQ. FT.
G	163,863
H	113,085
TOTAL	276,948

LOW DENSITY ZONING	LOT	BLOCK	SQ. FT.
	1	A	31,721
	2	A	20,394
	3	A	15,754
	4	A	15,001
	5	A	15,000
	6	A	15,000
	7	A	15,344
	8	A	17,628
	9	A	18,790
	10	A	16,633
	11	A	15,059
	12	A	15,001
	13	A	15,001
	14	A	15,001
	15	A	15,001
	16	A	16,150
	17	A	16,996

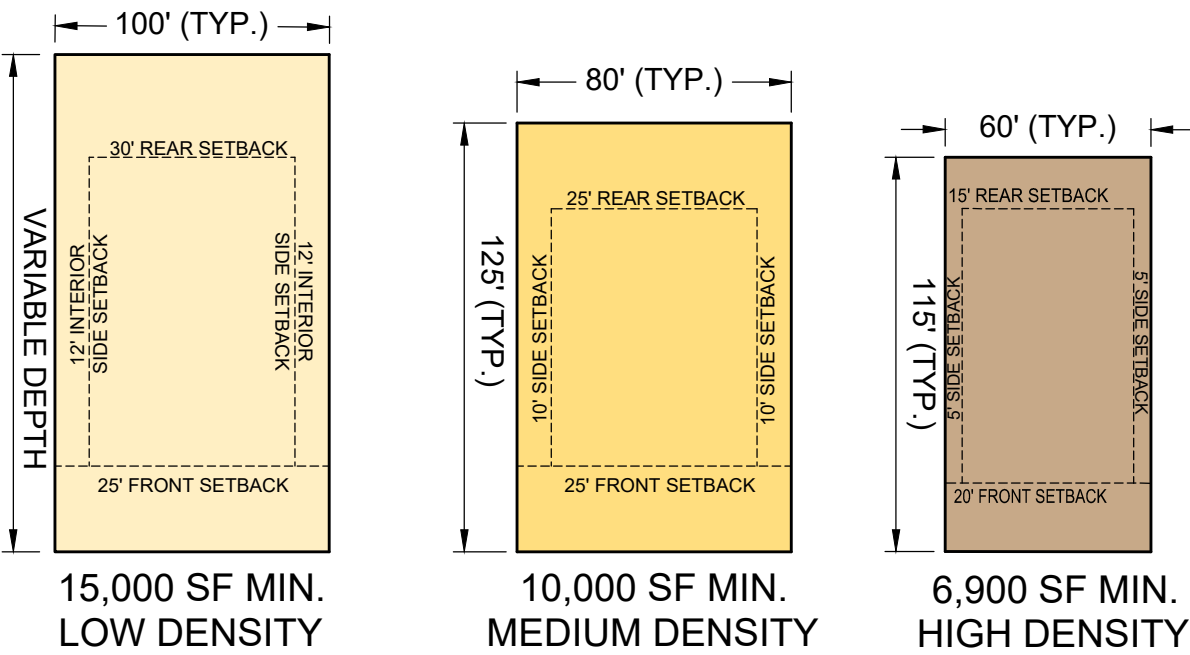
MEDIUM DENSITY ZONING	LOT	BLOCK	SQ. FT.
	1	B	14,111
	2	B	11,245
	3	B	10,001
	4	B	10,001
	5	B	10,460
	6	B	11,389
	7	B	11,010
	8	B	12,297
	9	B	10,360
	10	B	13,385
	11	B	10,001
	12	B	10,000
	13	B	10,000
	14	B	10,000
	15	B	10,000
	16	B	12,790
	17	B	13,940

MEDIUM DENSITY ZONING	LOT	BLOCK	SQ. FT.
	18	B	10,001
	19	B	10,000
	20	B	10,000
	21	B	10,000
	22	B	11,798
	23	B	9,974
	24	B	11,468
	25	B	11,234
	26	B	9,761
	27	B	11,130
	28	B	10,248
	29	B	10,000
	30	B	10,000
	31	B	12,457
	32	B	14,932
	33	B	19,452
	34	B	11,957

MEDIUM DENSITY ZONING	LOT	BLOCK	SQ. FT.
	35	B	12,773
	36	B	12,302
	1	C	11,275
	2	C	10,001
	3	C	10,001
	4	C	10,001
	5	C	11,473
	6	C	9,988
	7	C	10,790
	8	C	11,659
	1	D	11,838
	2	D	10,252
	3	D	10,000
	4	D	10,000
	5	D	10,001
	6	D	10,000
	7	D	12,649

MEDIUM DENSITY ZONING	LOT	BLOCK	SQ. FT.
	1	E	10,426
	2	E	11,092
	3	E	10,597
	4	E	11,596
	5	E	12,164
	6	E	10,742

HIGH DENSITY ZONING	LOT	BLOCK	SQ. FT.
	9	C	10,628
	10	C	7,575
	11	C	6,920
	12	C	6,951
	13	C	8,917
	14	C	6,902
	15	C	6,901
	16	C	6,901
	17	C	8,189
	18	C	10,482
	8	D	9,261
	9	D	6,900
	10	D	6,900
	11	D	6,900
	12	D	6,900
	13	D	7,292
	14	D	8,976
	15	D	11,630
	1	F	6,901
	2	F	6,901
	3	F	7,443

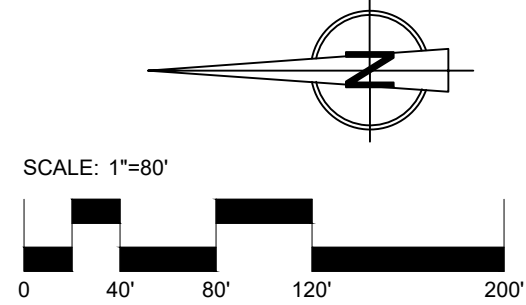


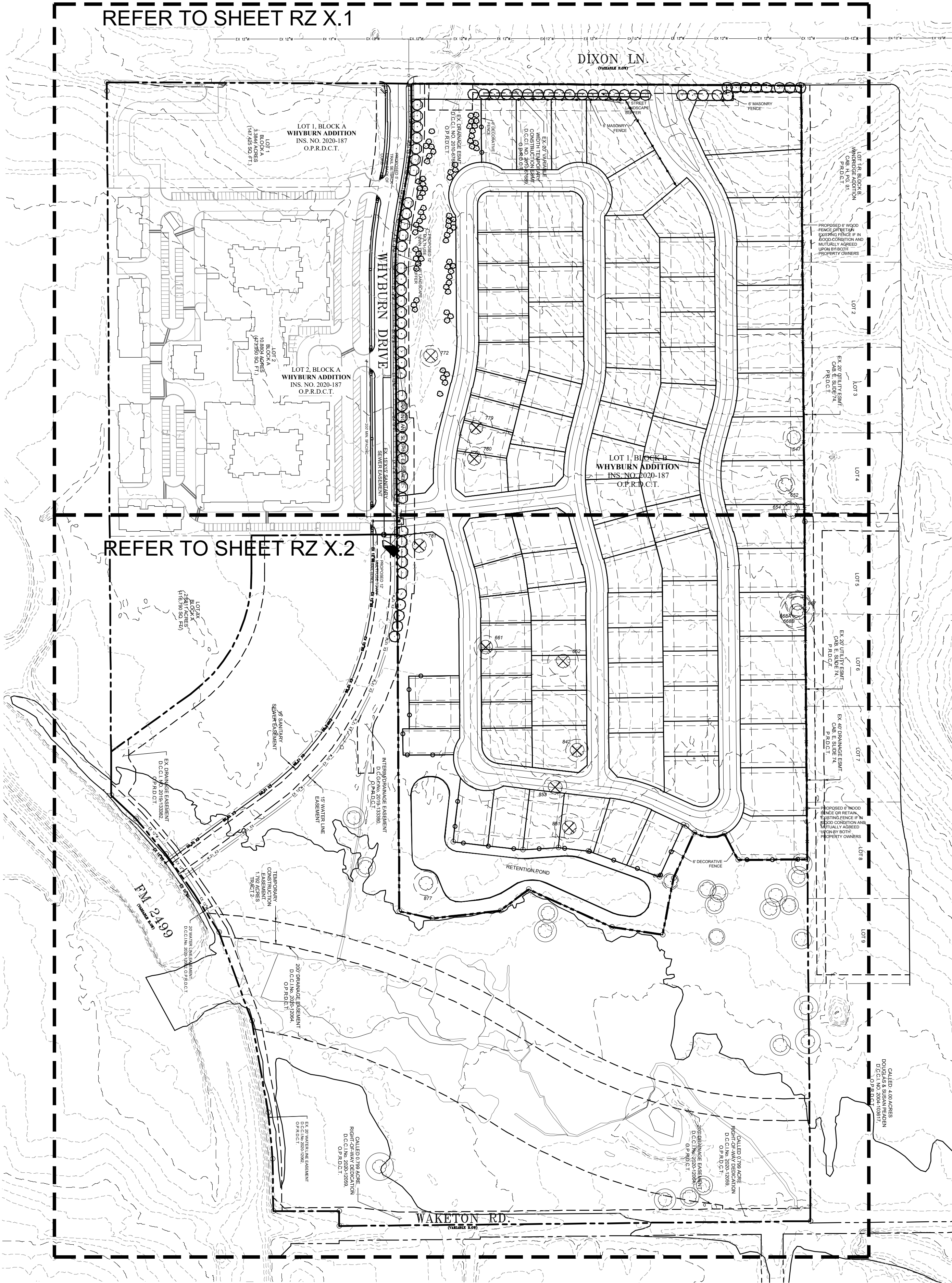
TYPICAL LOT DETAILS
N.T.S.

CONCEPTUAL PLAN EXHIBIT
WHYBURN
95 SINGLE FAMILY LOTS; 2 COMMON AREA LOTS;

BEING 1,704,755 SQ. FT. OR 39.136 ACRES OUT OF THE 70.0823 ACRES OF LOT 1, BLOCK B, WHYBURN ADDITION

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS





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TEXAS ONE-CALL CENTER
IT'S THE LAW!

THIS PLAN IS CONCEPTUAL IN NATURE AND
SUBJECT TO CHANGE. PLAN WILL BE FINALIZED
DURING THE PERMITTING PROCESS BASED ON
SITE PLAN AND GRADING PLAN APPROVAL.

KEY MAP

SEAL

PROJECT

WHYBURN
2650 WHYBURN DRIVE
FLOWER MOUND, TX 75028

DAVID WEEKLEY HOMES
3301 N. INTERSTATE 35E
CARROLLTON, TX 75007

LANDDESIGN PROJ# 8521130

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE
1	1ST SUBMITTAL	09.01.2021
2	2ND SUBMITTAL	11.15.2021
3	3RD SUBMITTAL	03.01.2022
4	4TH SUBMITTAL	06.01.2022
5	5TH SUBMITTAL	07.27.2022
6	6TH SUBMITTAL	08.24.2022
7	7TH SUBMITTAL	09.19.2022
8	ECC TREE REVISIONS	10.05.2022
9	PLANNING AND ZONING REVISIONS	10.21.2022

DESIGNED BY: LD
DRAWN BY: LD
CHECKED BY: LD

SCALE
VERT: ----
HORZ: 1"=150'
0 75 150' 300'

SHEET TITLE
CONCEPTUAL LANDSCAPE PLAN

SHEET NUMBER
RZ1.0

KEY MAP

SEAL

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DESIGNED BY: LD
DRAWN BY: LD
CHECKED BY: LD

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HORZ: 1"=80'

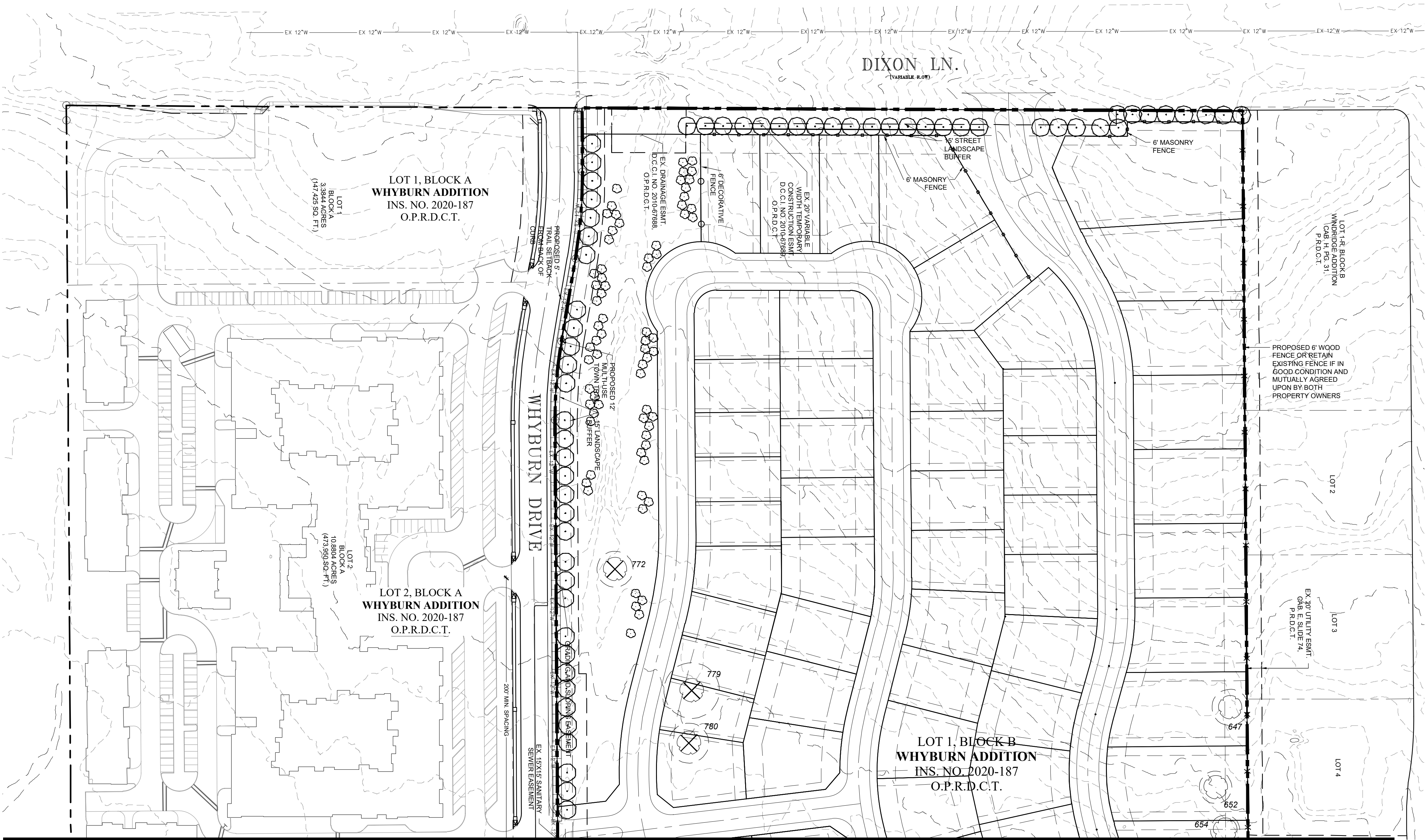
SHEET TITLE

CONCEPTUAL LANDSCAPE PLAN

SHEET NUMBER

RZ1.1

LANDSCAPE REQUIREMENT COMPLIANCE TOWN OF FLOWER MOUND, TEXAS			
STREET BUFFER WIDTH			
STREET NAME	REQUIRED	PROVIDED	
DIXON LANE	15 FT BUFFER	15 FT BUFFER	
WHYBURN DRIVE	15 FT BUFFER	15 FT BUFFER	
STREET BUFFER TREES			
STREET FRONTAGE	STANDARD	REQUIRED	PROVIDED
DIXON LANE - 895 LF	1 / 30 LF	30 TREES (3" CAL.)	30 TREES (3" CAL.)
WHYBURN DRIVE - 1,240 LF	1 / 30 LF	42 TREES (3" CAL.)	42 TREES (3" CAL.)
EXISTING TREES WITHIN STREET BUFFER TO HELP FULFILL STREET BUFFER TREE REQUIREMENTS			
STREET BUFFER MITIGATION TREE CREDITS			
STANDARD	STREET FRONTAGE	PRESERVED TREES	TREE CREDITS
1 PRESERVED PROTECTED/SPECIMEN TREE = 1 TREE CREDIT	DIXON LANE	N/A	N/A
	WHYBURN DRIVE	N/A	N/A



REFER TO SHEET RZ1.2



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WHYBURN

2650 WHYBURN DRIVE
FLOWER MOUND, TX 75028

DAVID WEEKLEY HOMES

3301 N. INTERSTATE 35E

CARROLLTON, TX 75007

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DESIGNED BY: LD
DRAWN BY: LD
CHECKED BY: LD

SCALE

VERT: ----
HORZ: 1"=80'

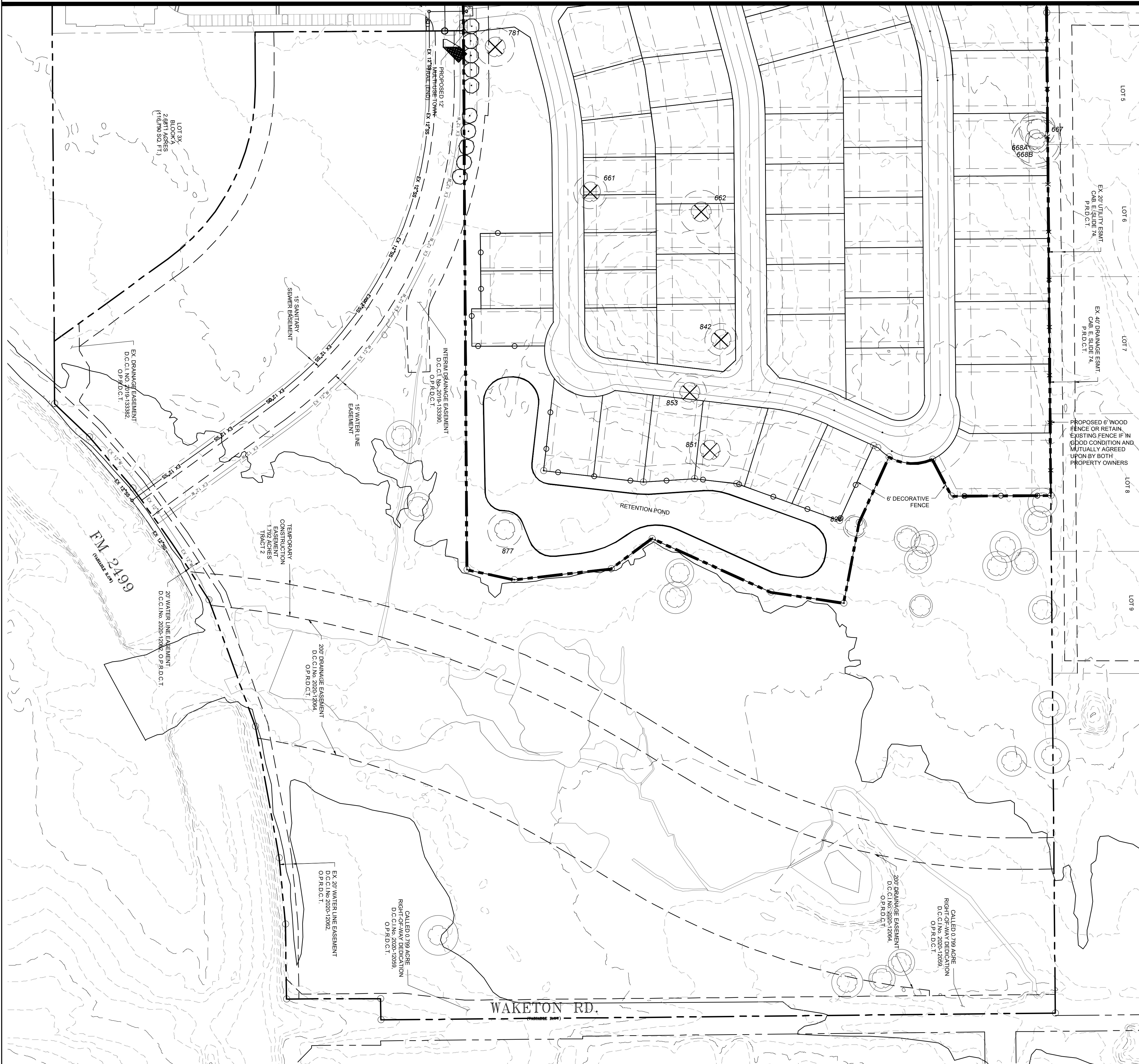
SHEET TITLE

CONCEPTUAL LANDSCAPE
PLAN

SHEET NUMBER

RZ1.2

REFER TO SHEET RZ1.1



LANDSCAPE REQUIREMENT COMPLIANCE TOWN OF FLOWER MOUND, TEXAS			
STREET BUFFER WIDTH			
STREET NAME	REQUIRED	PROVIDED	
DIXON LANE	15 FT BUFFER	15 FT BUFFER	
WHYBURN DRIVE	15 FT BUFFER	15 FT BUFFER	
STREET BUFFER TREES			
STREET FRONTAGE	STANDARD	REQUIRED	PROVIDED
DIXON LANE - 895 LF	1 / 30 LF	30 TREES (3" CAL.)	30 TREES (3" CAL.)
WHYBURN DRIVE - 1,240 LF	1 / 30 LF	42 TREES (3" CAL.)	42 TREES (3" CAL.)
EXISTING TREES WITHIN STREET BUFFER TO HELP FULFILL STREET BUFFER TREE REQUIREMENTS			
STREET BUFFER MITIGATION TREE CREDITS			
STANDARD	STREET FRONTAGE	PRESERVED TREES	TREE CREDITS
1 PRESERVED PROTECTED/SPECIMEN TREE = 1 TREE CREDIT	DIXON LANE	N/A	N/A
	WHYBURN DRIVE	N/A	N/A

PLANTING NOTES:

- ALL PLANTINGS SHALL COMPLY WITH CURRENT LOCAL ORDINANCES AND GUIDELINES FOR THE TOWN OF FLOWER MOUND.
- REFER TO RZ3.0-RZ3.4 FOR ADDITIONAL NOTES AND INFORMATION PERTAINING TO TREE SURVEY AND MITIGATION.
- THIS PLAN IS FOR PLANTING LOCATIONS ONLY AND ALL PLANT MATERIAL SHALL BE SPACED AND LOCATED PER PLAN.
- THE PROPERTY OWNER AND/OR LESSEE SHALL MAINTAIN ALL LANDSCAPE MATERIALS AND LANDSCAPE AREAS IN ACCORDANCE WITH THE APPROVED LANDSCAPE PLAN. MAINTENANCE SHALL INCLUDE WATERING, WEEDING, MOWING, FERTILIZING, TREATING, MULCHING, PRUNING, REMOVAL AND REPLACEMENT OF DEAD OR DISEASED TREES AND SHRUBS. MAINTENANCE SHALL BE PERFORMED ON A REGULAR BASIS IN ORDER TO MAINTAIN PLANT VIGOR AND STABILITY AND TO PRESENT A NEAT AND WELL-KEPT APPEARANCE AT ALL TIMES.
- FINAL TREE SPECIES AND LOCATIONS TO BE DETERMINED DURING FINAL PLAT.
- ALL PROPOSED TREE LOCATIONS TO BE FIELD VERIFIED BY TOWN OF FLOWER MOUND PARKS, TRAILS, AND LANDSCAPE SPECIALIST PRIOR TO PLANTING AND INSTALLATION TO AVOID CONFLICTS WITH EXISTING PROTECTED AND SPECIMEN TREE CANOPIES THAT ARE BEING PRESERVED.



TEXAS811
CALL BEFORE YOU DIG!
TEXAS ONE-CALL CENTER
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CIVIL ENGINEER

LANDDESIGN
5301 ALPHA ROAD, SUITE 24
DALLAS, TX 75240

KEY MAP

SEAL

PROJECT

WHYBURN

2650 WHYBURN DRIVE
FLOWER MOUND, TX 75028

DAVID WEEKLEY HOMES

3301 N. INTERSTATE 35E

CARROLLTON, TX 75007

LANDDESIGN PROJ.#

8521130

REVISION / ISSUANCE

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8	ECC TREE REVISIONS	10.05.2022
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DESIGNED BY: LD
DRAWN BY: LD
CHECKED BY: LD

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VERT: ----
HORZ: NTS

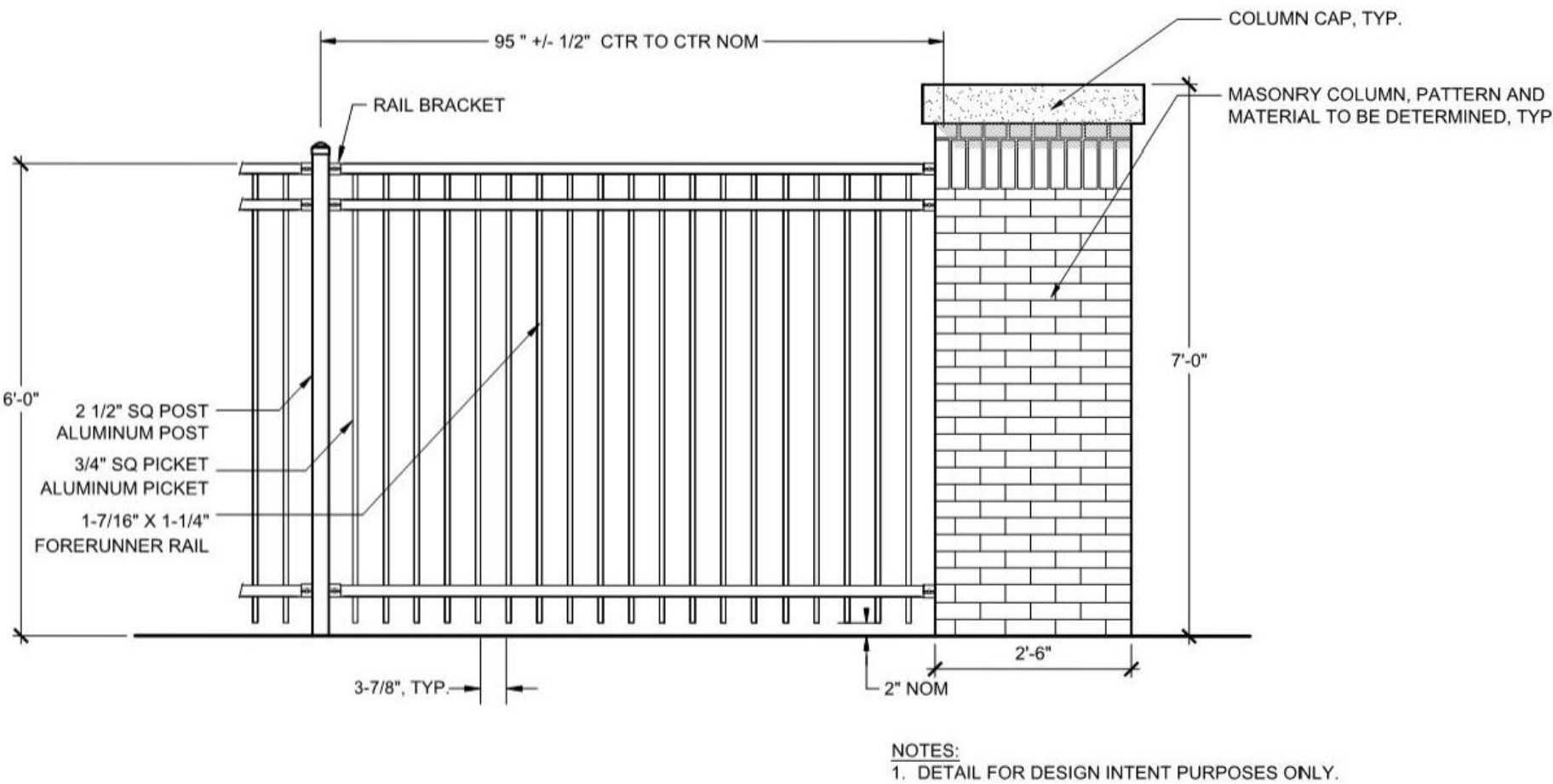
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SHEET TITLE

SITE DETAILS

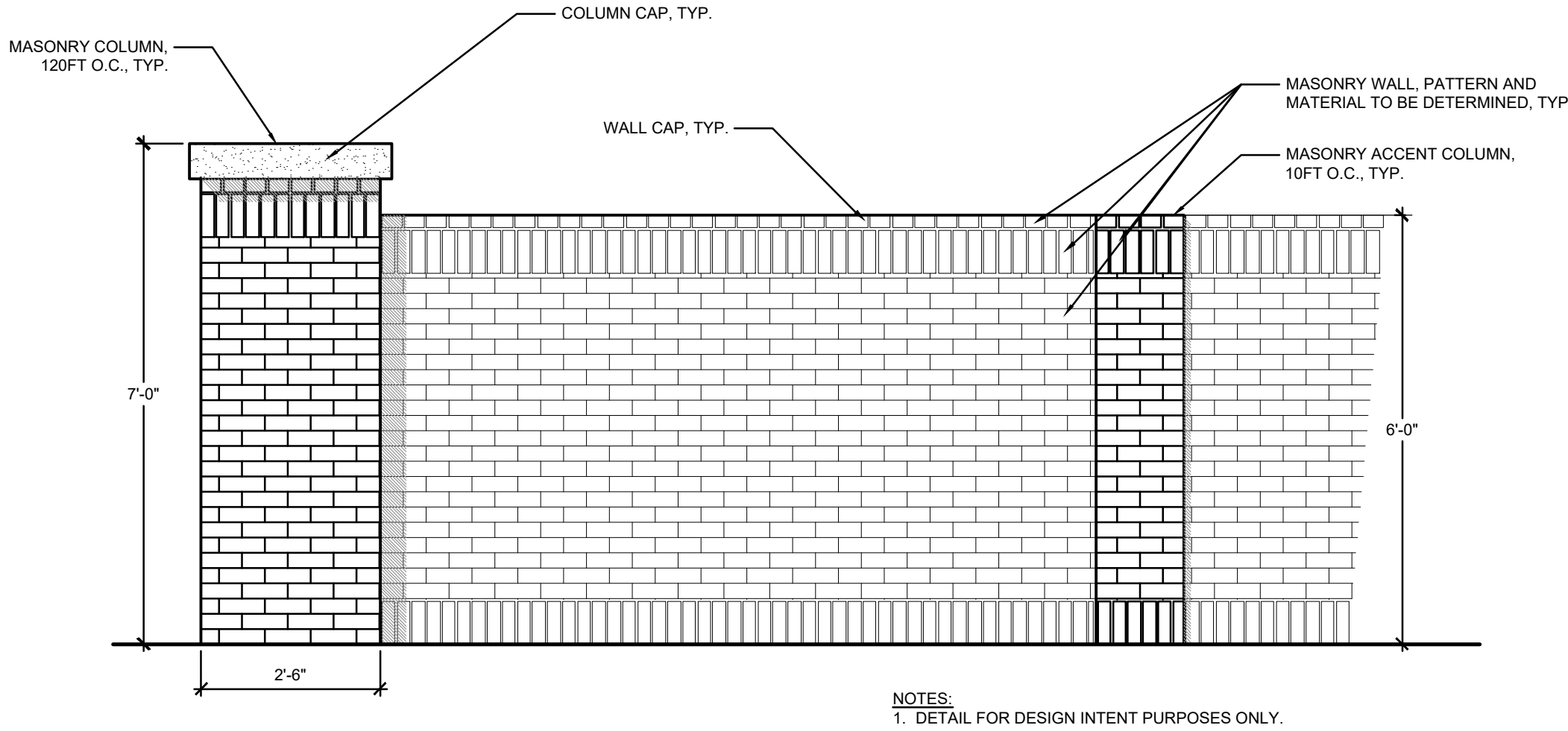
SHEET NUMBER

RZ2.0



1 DECORATIVE FENCE
RZ2.0 ELEVATION

NTS



2 SCREENWALL AND COLUMN
RZ2.0 ELEVATION

NOT TO SCALE



TOWN COUNCIL AGENDA ITEM NO. 21

REGULAR ITEM

DATE: November 21, 2022

FROM: James Hoefert, Environmental Review Analyst

ITEM: **Public Hearing to consider an application for a tree removal permit (TRP22-0006) for nine (9) specimen trees on property proposed for development as Whyburn Farms. The property is generally located south of Dixon Lane, north of Waketon Road, and east of Long Prairie Road. (The Environmental Conservation Commission recommended denial for specimen trees #s 652, 654, 667, 668A and 668B and approval of specimen trees #s 661, 662, 772, 779, 780, 781, 842, 851 and 853 by a vote of 4-2-0 at its October 4, 2022, meeting).**

BACKGROUND INFORMATION: The Whyburn Farms development consists of approximately 39.136 acres and is generally located south of Dixon Lane, north of Waketon Road and east of Long Prairie Road. The proposed site for new residential development is currently zoned for Agricultural (A) uses and master planned for Office. The applicant is proposing to rezone the 39.136 acres to Planned Development District No. 189 (PD-189) with a mixture of Single-Family District-15 (SF-15), Single Family District-10 (SF-10) and Single-Family District-5 (SF-5) residential uses and amend the land use plan to Low, Medium, and High Density Residential. According to the tree survey for the project, the site contains seventeen (17) specimen trees. The applicant previously went before ECC to request the removal of fourteen (14) specimen trees on the site. Based on the recommendation from ECC, the applicant revised their tree survey to match the ECC recommendation and are now only proposing to remove nine (9) specimen trees. The specimen trees proposed for removal are in good condition and are within the proposed buildable area.

The following is a list of the nine (9) specimen trees now being requested for removal: Tree #661 – 25” pecan; Tree #662 – 38” pecan; Tree #772 – 36” pecan; Tree #779 – 36” pecan; Tree #780 – 36” pecan, Tree #781, - 38” pecan, Tree #842 – 28” post oak, Tree #851 – 29” post oak; and Tree #853 – 30” post oak.

The Town’s tree ordinance requires that specimen trees removed from the site be replaced at a rate of two times their caliper inches. Based on their size, 592” of replacement trees, equaling 198 three-inch caliper trees, will be required for the nine (9) specimen trees being requested for removal on this site. In addition, protected trees removed from the buildable area will also require replacement at a tree-for-tree rate. Mitigation may be accomplished by paying the applicable fee, planting mitigation trees, or through a combination of planting trees and paying the required fee. Tree credits are also available through the preservation of specimen and protected trees. Final mitigation totals will be determined with the record plat application.

BOARD REVIEW/CITIZEN FEEDBACK: The application for the removal of fourteen (14) specimen trees was considered by the Environmental Conservation Commission (ECC) at its October 4, 2022, meeting. The ECC recommended denial for specimen trees #s 652, 654, 667, 668A and 668B and approval of specimen trees #s 661, 662, 772, 779, 780, 781, 842, 851 and 853. The ECC meeting can be viewed at:

<https://flowermoundtx.swagit.com/play/10052022-638>

ALTERNATIVES/OPTIONS: The Town Council may approve or deny the requested tree removal permit or may choose to approve the permit with conditions or changes.

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Letter of Intent
2. Specimen tree removal permit application
3. Photographs of specimen trees
4. Tree Survey

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



October 5, 2022

Re: Tree Removal Permit
 Whyburn Farms TRP22-0006, ZPD21-0015, and MPA21-0008
 LandDesign PN #8521130
 Flower Mound, TX

This letter serves to inform you that the Specimen trees that are proposed for removal are being removed for the following reason. The Specimen tree falls within the buildable area and it appears that the tree will not be able to be preserved due to grading within the tree canopy in order to construct the home lots, the proposed streets, the utility infrastructure layout, or grading required for drainage. The requested Specimen trees to be removed include:

TAG #	DBH	COMMON NAME	LOCATION/REASON FOR REMOVAL
661	25"	Pecan	Buildable Area (Roadway)
662	38"	Pecan	Buildable Area (Lot)
772	36"	Pecan	Buildable Area (Drainage)
779	36"	Pecan	Buildable Area (Lot)
780	36"	Pecan	Buildable Area (Lot)
781	38"	Pecan	Buildable Area (Drainage and Roadway)
842	28"	Post Oak	Buildable Area (Lot)
851	29"	Post Oak	Buildable Area (Lot)
853	30"	Post Oak	Buildable Area (Roadway)

Sincerely,

Heth Kendrick, PLA
 Partner



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:

Heth Kendrick

Address:

LandDesign

5301 Alpha Rd Suite 24

Dallas, TX 75240

Phone:

(214) 785-6009

Applicant's Legal Interest in the Property:

LandDesign is providing landscape architecture and civil engineering services to the owner.

2. Property Owner(s)

Name(s): Kenneth G Whyburn

Address: 126 Selby Lane
Atherton, CA 94027

Property ID: 966111

WHYBURN, KENNETH G TR
126 SELBY LN
ATHERTON, CA 94027-3960

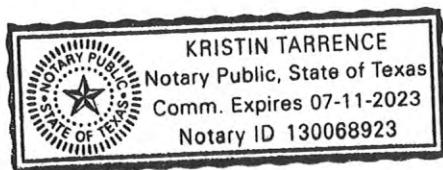
3. Location and Legal Description of Property:

The property is located at the northeast corner of the intersection of Waketon Rd and FM4299. See attached for the Zoning Legal Description of the property.

Page 2 of 3.

4. Owner's Authorization of Representation

I, Kenneth G Whyburn, the owner of the above described real property, do hereby authorize Heth Kendrick 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]
Signature of Owner

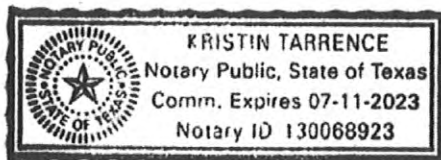
Given Under My Hand and Seal of Office
This the 1st Day of March, 2022
[Signature]
Notary Public
In and For Dallas County, Texas.

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 Heth Kendrick, do hereby swear or affirm that all of the Information contained herein and submitted herein is, to the best of my knowledge, true, correct and complete and that no false, misleading or incomplete information has been intentionally provided or submitted with this Application for a Tree Removal Permit.

[Signature]
Signature of Applicant

Landscape Architect License No. 2948
State of Licensure TX
Or ISA Certified Arborist No. _____
Or Certified Forester No. _____



Given Under My Hand and Seal of Office
This the 28th Day of February, 2022
[Signature]
Notary Public
In and For Dallas County, Texas

6. Received by Town of Flower Mound on (Date) 3/01/2022 by
(initials) JRH.

Whyburn Farms -
Specimen trees proposed for removal

Tree #661 – 25" pecan



Tree #662 – 38" pecan



Tree #772 – 36" pecan



Tree #779 – 36" pecan



Tree #780 – 36" pecan



Tree #781 – 38" pecan



Tree #842 – 28" post oak



Tree #851 – 29" post oak



Tree #853 – 30" post oak



CIVIL ENGINEER

LANDESIGN
5301 ALPHA ROAD, SUITE 24
DALLAS, TX 75240

KEY MAP



Oct 21 2022

PROJECT

WHYBURN

2650 WHYBURN DRIVE
FLOWER MOUND, TX 75028

DAVID WEEKLEY HOMES

3301 N. INTERSTATE 35E

CARROLLTON, TX 75007

LANDESIGN PROJ.# 8521130

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE
1	1ST SUBMITTAL	09.01.2021
2	2ND SUBMITTAL	11.15.2021
3	3RD SUBMITTAL	03.01.2022
4	4TH SUBMITTAL	06.01.2022
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7	7TH SUBMITTAL	09.19.2022
8	ECC TREE REVISIONS	10.05.2022
9	PLANNING AND ZONING REVISIONS	10.21.2022

DESIGNED BY: LD
DRAWN BY: LD
CHECKED BY: LD

SCALE

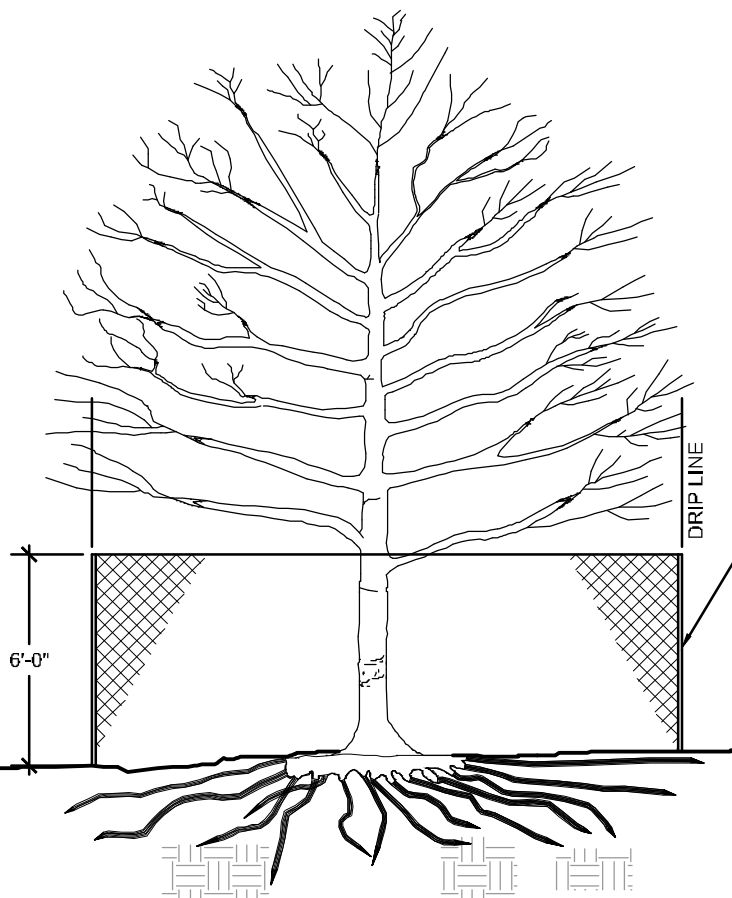
VERT: ----
HORZ: 1"=80'
0 45 80 160'

SHEET TITLE

TREE SURVEY

SHEET NUMBER

RZ3.1



6FT HIGH CHAIN LINK FENCE
NO GRADING, PARKING OR MANEUVERING OF VEHICLES,
STORAGE OF MATERIALS, AND/OR ANY OTHER
CONSTRUCTION OR LAND DEVELOPMENT ACTIVITY
SHALL TAKE PLACE WITHIN THE TREE PROTECTION
FENCING OF A SPECIMEN/HISTORIC TREE.

NOTES:

1. REFER TO THE TREE SURVEY FOR SPECIMEN/HISTORIC TREE LOCATIONS TO BE PRESERVED.
2. REFER TO TOWN OF FLOWER MOUND ORDINANCE, ARTICLE V - TREE PROTECTION FOR GENERAL SPECIFICATIONS REGARDING TREE PROTECTION MEASURES.
3. REMOVE ALL TREE PROTECTION FENCING UPON COMPLETION OF PROJECT OR AS DIRECTED BY THE TREE PRESERVATION AND ENFORCEMENT OFFICER OR AUTHORIZED DESIGNEE FROM THE TOWN OF FLOWER MOUND.

SPECIMEN TREE PROTECTION

SECTION

NTS

TREE PROTECTION NOTES:

THE DEVELOPER AND CONTRACTOR SHALL ADHERE TO THE FOLLOWING TREE PROTECTION MEASURES PER TOWN OF FLOWER MOUND ORDINANCE.

1. PRIOR TO ANY AND ALL CONSTRUCTION OR LAND DEVELOPMENT ACTIVITY, THE DEVELOPER OR PROPERTY OWNER SHALL INSTALL SIX-FOOT-HIGH CHAIN-LINK FENCING AROUND THE DRIP LINE OF THE SPECIMEN TREE.

2. PRIOR TO ANY AND ALL CONSTRUCTION OR LAND DEVELOPMENT ACTIVITY, THE DEVELOPER OR PROPERTY OWNER SHALL ESTABLISH DESIGNATED PARKING AREAS FOR THE PARKING AND MAINTENANCE OF ALL VEHICLES, TRAILERS, CONSTRUCTION EQUIPMENT AND RELATED ITEMS, DESIGNATED STOCKPILE AREAS FOR THE STORAGE OF CONSTRUCTION SUPPLIES AND MATERIALS DURING CONSTRUCTION OF THE SUBDIVISION AND DESIGNATED DRIVE AREAS FOR VEHICLES AND EQUIPMENT. THE LOCATION AND DIMENSIONS OF SUCH DESIGNATED AREAS SHALL BE CLEARLY IDENTIFIED ON BOTH SUBDIVISION CONSTRUCTION AND SITE PLANS AND SHALL BE APPROVED BY THE TREE PRESERVATION AND ENFORCEMENT OFFICER OR AUTHORIZED DESIGNEE PRIOR TO ANY CONSTRUCTION OR LAND DEVELOPMENT ACTIVITY IN, ON OR ABOUT THE SUBDIVISION. SUCH DESIGNATED AREAS SHALL BE COMPLETELY FENCED WITH CHAIN-LINK FENCING AND GATES FOR SAFETY PURPOSES AND TO SEPARATE PROTECTED, SPECIMEN, OR HISTORIC TREES FROM THE CONSTRUCTION AREA AND RELATED CONSTRUCTION ACTIVITY. WITH THE APPROVAL OF THE TREE PRESERVATION AND ENFORCEMENT OFFICER OR AUTHORIZED DESIGNEE, THE DESIGNATED PARKING AND STOCKPILE AREAS MAY BE COMBINED INTO ONE FENCED AREA, PROVIDED THAT THE PRESERVATION OF PROTECTED TREES IS NOT ADVERSELY AFFECTED OR JEOPARDIZED. SUPPLIES AND PIPE AND OTHER ITEMS THAT ARE CUSTOMARILY UNLOADED WHERE INSTALLED SHALL NOT BE REQUIRED TO BE STORED WITHIN THE DESIGNATED STOCKPILE AREAS. SITES APPROVED FOR TEMPORARY BATCHING PLANT PERMITS SHALL BE FENCED AND GATED IN THE SAME MANNER AS DESIGNATED PARKING AND STOCKPILE AREAS. TEMPORARY BATCHING PLANT PERMITS SHALL ALSO BE REQUIRED FOR THE OPERATION OF ALL BATCHING PLANTS, PURSUANT TO THE REGULATIONS OF THIS CHAPTER.

3. DURING CONSTRUCTION, THE DEVELOPER OR PROPERTY OWNER SHALL PROHIBIT THE CLEANING OF EQUIPMENT OR MATERIALS AND/OR THE DISPOSAL OF ANY WASTE MATERIAL, INCLUDING, BUT NOT LIMITED TO, PAINT, OIL, SOLVENTS, ASPHALT, CONCRETE, MORTAR, ETC., UNDER THE CANOPY OR DRIP LINE OF THE SPECIMEN TREE.

4. NO ATTACHMENTS OR WIRES OF ANY KIND, OTHER THAN THOSE OF A PROTECTIVE NATURE, SHALL BE ATTACHED TO THE SPECIMEN TREE.

5. WITH MAJOR GRADE CHANGES OF SIX INCHES OR GREATER, A RETAINING WALL OR TREE WELL OF ROCK, BRICK, LANDSCAPE TIMBERS OR OTHER APPROVED MATERIALS SHALL BE CONSTRUCTED AROUND THE TREE NO CLOSER THAN THE DRIP LINE OF THE TREE. THE TOP OF THE RETAINING WALL OR TREE WELL SHALL BE CONSTRUCTED AT THE NEW GRADE.

6. UNLESS OTHERWISE APPROVED BY THE TOWN, NO CONSTRUCTION OR CONSTRUCTION-RELATED ACTIVITY SHALL OCCUR UNDER THE CANOPY OR DRIP LINE OF THE SPECIMEN TREE.

7. ANY TREES REMOVED DURING LAND DEVELOPMENT, CONSTRUCTION OR CONSTRUCTION-RELATED ACTIVITIES SHALL BE CHIPPED OR HAULED OFFSITE. BURNING OF REMOVED TREES IS PROHIBITED UNLESS PRIOR APPROVAL IS GIVEN BY THE TOWN'S FIRE MARSHAL.

8. THE TREE PRESERVATION AND ENFORCEMENT OFFICER OR AUTHORIZED DESIGNEE MAY REQUIRE ADDITIONAL PROTECTION MEASURES OR BEST MANAGEMENT PRACTICES AS NEEDED ON A CASE BY CASE BASIS TO ADEQUATELY PROTECT SPECIMEN TREES.

9. TREES TO BE REMOVED NEAR SPECIMEN TREES MUST BE REMOVED WITH A CHAINSAW, SO AS TO CAUSE MINIMAL ROOT DISTURBANCE TO THE SPECIMEN TREES TO BE PRESERVED.

GENERAL NOTES:

1. SPECIMEN TREE SURVEY INFORMATION AND ON-SITE DOCUMENTATION PROVIDED BY LANDESIGN.
2. SHEETS RZ3.0-RZ3.4 PRODUCED BY LANDESIGN ARE FOR CONVEYING TREE ORDINANCE REQUIREMENTS ONLY, BASED ON THE SPECIMEN TREE SURVEY INFORMATION.
3. THIS PLAN IS PRELIMINARY AND SUBJECT TO CHANGE AND WILL BE FINALIZED DURING THE PERMITTING PROCESS BASED ON FINAL SITE PLAN AND GRADING PLANS.
4. ADDITIONAL PROTECTED TREES TO BE PRESERVED ON SITE AS FINAL GRADING ALLOWS AND FINALIZED DURING THE DEVELOPMENT/PERMITTING PROCESS.
5. REFER TO SHEET RZ3.3 FOR ADDITIONAL SPECIMEN/PROTECTED TREE MITIGATION INFORMATION.

LEGEND

- 780 SPECIMEN TREE TAG
- SPECIMEN TREE TO REMAIN
- SPECIMEN TREE TO BE REMOVED
- SPECIMEN TREE NOT IN SCOPE
- SPECIMEN TREE PROTECTION FENCING



THIS PLAN IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE. PLAN WILL BE FINALIZED DURING THE PERMITTING PROCESS BASED ON SITE PLAN AND GRADING PLAN APPROVAL.

REFER TO SHEET RZ3.2

KEY MAP



Oct 21 2022 DocuSign

PROJECT

WHYBURN

2650 WHYBURN DRIVE
FLOWER MOUND, TX 75028

DAVID WEEKLEY HOMES

3301 N. INTERSTATE 35E

CARROLLTON, TX 75007

LANDESIGN PROJ# 8521130

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE
1	1ST SUBMITTAL	09.01.2021
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8	ECC TREE REVISIONS	10.05.2022
9	PLANNING AND ZONING REVISIONS	10.21.2022

DESIGNED BY: LD
DRAWN BY: LD
CHECKED BY: LD

SCALE NORTH

VERT: ----
HORZ:

SHEET TITLE

TREE SURVEY TABLE

SHEET NUMBER

RZ3.3

SPECIMEN TREE COMPLIANCE - TOWN OF FLOWER MOUND								
TAG #	DBH	COMMON NAME	SCIENTIFIC NAME	CONDITION	STEM	LOCATION	STATUS	REMARKS
647	26	PECAN	CARYA SPECIES	FAIR	SINGLE	BUILDABLE AREA	REMAIN	SPECIMEN
652	26	PECAN	CARYA SPECIES	HEALTHY	MULTI-TRUNK	BUILDABLE AREA	REMAIN	SPECIMEN
654	36	PECAN	CARYA SPECIES	HEALTHY	SINGLE	BUILDABLE AREA	REMAIN	SPECIMEN
661	25	PECAN	CARYA SPECIES	HEALTHY	SINGLE	BUILDABLE AREA	REMOVE	SPECIMEN
662	38	PECAN	CARYA SPECIES	FAIR	SINGLE	BUILDABLE AREA	REMOVE	SPECIMEN
667	28	POST OAK	QUERCUS STELLATA	HEALTHY	MULTI-TRUNK	BUILDABLE AREA	REMAIN	SPECIMEN
668A	28	POST OAK	QUERCUS STELLATA	HEALTHY	MULTI-TRUNK	BUILDABLE AREA	REMAIN	SPECIMEN
668B	22	POST OAK	QUERCUS STELLATA	HEALTHY	MULTI-TRUNK	BUILDABLE AREA	REMAIN	SPECIMEN
772	36	PECAN	CARYA SPECIES	HEALTHY	SINGLE	BUILDABLE AREA	REMOVE	SPECIMEN
779	36	PECAN	CARYA SPECIES	FAIR	SINGLE	BUILDABLE AREA	REMOVE	SPECIMEN
780	36	PECAN	CARYA SPECIES	HEALTHY	SINGLE	BUILDABLE AREA	REMOVE	SPECIMEN
781	38	PECAN	CARYA SPECIES	HEALTHY	SINGLE	BUILDABLE AREA	REMOVE	SPECIMEN
826	32	PECAN	CARYA SPECIES	HEALTHY	SINGLE	BUILDABLE AREA	REMAIN	SPECIMEN
842	28	POST OAK	QUERCUS STELLATA	HEALTHY	SINGLE	BUILDABLE AREA	REMOVE	SPECIMEN
851	29	POST OAK	QUERCUS STELLATA	HEALTHY	SINGLE	BUILDABLE AREA	REMOVE	SPECIMEN
853	30	POST OAK	QUERCUS STELLATA	HEALTHY	SINGLE	BUILDABLE AREA	REMOVE	SPECIMEN
877	36	PECAN	CARYA SPECIES	HEALTHY	SINGLE	BUILDABLE AREA	REMAIN	SPECIMEN

TREE SURVEY MITIGATION TABULATIONS*:

TOTAL EXISTING SPECIMEN TREES: 17 TREES
TOTAL EXISTING SPECIMEN TREES TO REMAIN IN "HEALTHY OR FAIR" CONDITION: 8
TOTAL EXISTING SPECIMEN TREES TO BE REMOVED IN "HEALTHY OR FAIR" CONDITION: 9

TOTAL SPECIMEN TREES TO REMAIN PRESERVATION CREDITS: 46 TREE CREDITS
28" PECAN / 5 TREE CREDITS
28" PECAN / 5 TREE CREDITS
36" PECAN / 6 TREE CREDITS
28" POST OAK / 6 TREE CREDITS
28" POST OAK / 6 TREE CREDITS
22" POST OAK / 6 TREE CREDITS
32" PECAN / 6 TREE CREDITS
36" PECAN / 6 TREE CREDITS

TREE MITIGATION
TOTAL EXISTING CAL. INCH SPECIMEN TREES TO BE REMOVED: 296" CAL. INCHES X 2 = 592" / 3 = 198 TREES

TREE MITIGATION: 198 TREES - 46 TREE CREDITS = 152 TREES
CASH-IN-LIEU FEE: 152 TREES X \$600/TREE = \$91,200

TOTAL EXISTING CAL. INCH SPECIMEN TREES TO REMAIN : 234" CAL. INCHES

*NOTE: TREES IN EXISTING DRAINAGE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT NOT CONSIDERED IN TABULATIONS.
TREES OUTSIDE OF PLAT NOT CONSIDERED IN TABULATIONS.



TEXAS811
CALL BEFORE YOU DIG!
TEXAS ONE-CALL CENTER
IT'S THE LAW!

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DURING THE PERMITTING PROCESS BASED ON
SITE PLAN AND GRADING PLAN APPROVAL.

CIVIL ENGINEER

LANDESIGN
5301 ALPHA ROAD, SUITE 24
DALLAS, TX 75240

KEY MAP



Oct 21 2022

PROJECT

WHYBURN

2650 WHYBURN DRIVE
FLOWER MOUND, TX 75028

DAVID WEEKLEY HOMES

3301 N. INTERSTATE 35E

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LANDESIGN PROJ# 8521130

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DESIGNED BY: LD
DRAWN BY: LD
CHECKED BY: LD

SCALE

VERT: ----
HORZ: 1"=150'

SHEET TITLE

TREE SURVEY AERIAL
OVERLAY

SHEET NUMBER

RZ3.4

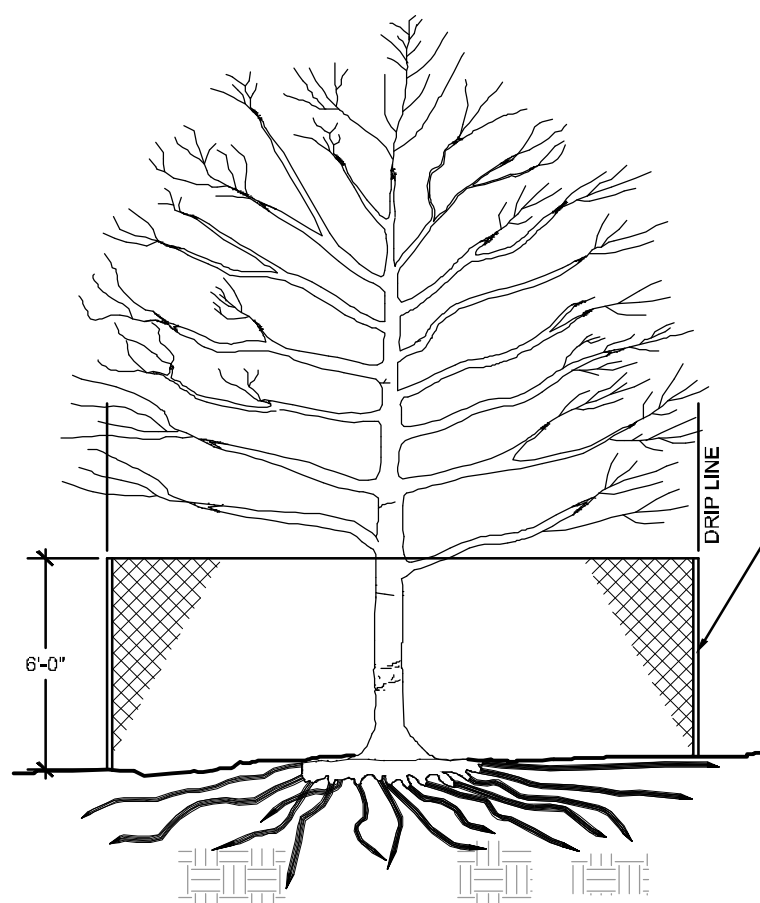
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THE DEVELOPER AND CONTRACTOR SHALL ADHERE TO THE FOLLOW TREE PROTECTION MEASURES PER TOWN OF FLOWER MOUND ORDINANCE.

- PRIOR TO ANY AND ALL CONSTRUCTION OR LAND DEVELOPMENT ACTIVITY, THE DEVELOPER OR PROPERTY OWNER SHALL INSTALL SIX-FOOT-HIGH CHAIN-LINK FENCING AROUND THE DRIP LINE OF THE SPECIMEN TREE.
- PRIOR TO ANY AND ALL CONSTRUCTION OR LAND DEVELOPMENT ACTIVITY, THE DEVELOPER OR PROPERTY OWNER SHALL ESTABLISH DESIGNATED PARKING AREAS FOR THE PARKING AND MAINTENANCE OF ALL VEHICLES, TRAILERS, CONSTRUCTION EQUIPMENT AND RELATED ITEMS, DESIGNATED STOCKPILE AREAS FOR THE STORAGE OF CONSTRUCTION SUPPLIES AND MATERIALS DURING CONSTRUCTION OF THE SUBDIVISION AND DESIGNATED DRIVE AREAS FOR VEHICLES AND EQUIPMENT. THE LOCATION AND DIMENSIONS OF SUCH DESIGNATED AREAS SHALL BE CLEARLY IDENTIFIED ON BOTH SUBDIVISION CONSTRUCTION AND SITE PLANS AND SHALL BE APPROVED BY THE TREE PRESERVATION AND ENFORCEMENT OFFICER OR AUTHORIZED DESIGNEE PRIOR TO ANY CONSTRUCTION OR LAND DEVELOPMENT ACTIVITY IN, ON OR ABOUT THE SUBDIVISION. SUCH DESIGNATED AREAS SHALL BE COMPLETELY FENCED WITH CHAIN-LINK FENCING AND GATES FOR SAFETY PURPOSES AND TO SEPARATE PROTECTED, SPECIMEN, OR HISTORIC TREES FROM THE CONSTRUCTION AREA AND RELATED CONSTRUCTION ACTIVITY, WITH THE APPROVAL OF THE TREE PRESERVATION AND ENFORCEMENT OFFICER OR AUTHORIZED DESIGNEE. THE DESIGNATED PARKING AND STOCKPILE AREAS MAY BE COMBINED INTO ONE FENCED AREA, PROVIDED THAT THE PRESERVATION OF PROTECTED TREES IS NOT ADVERSELY AFFECTED OR JEOPARDIZED. SUPPLIES AND PIPE AND OTHER ITEMS THAT ARE CUSTOMARILY UNLOADED WHERE INSTALLED SHALL NOT BE REQUIRED TO BE STORED WITHIN THE DESIGNATED STOCKPILE AREAS. SITES APPROVED FOR TEMPORARY BATCHING PLANT PERMITS SHALL BE FENCED AND GATED IN THE SAME MANNER AS DESIGNATED PARKING AND STOCKPILE AREAS. TEMPORARY BATCHING PLANT PERMITS SHALL ALSO BE REQUIRED FOR THE OPERATION OF ALL BATCHING PLANTS, PURSUANT TO THE REGULATIONS OF THIS CHAPTER.
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GENERAL NOTES:

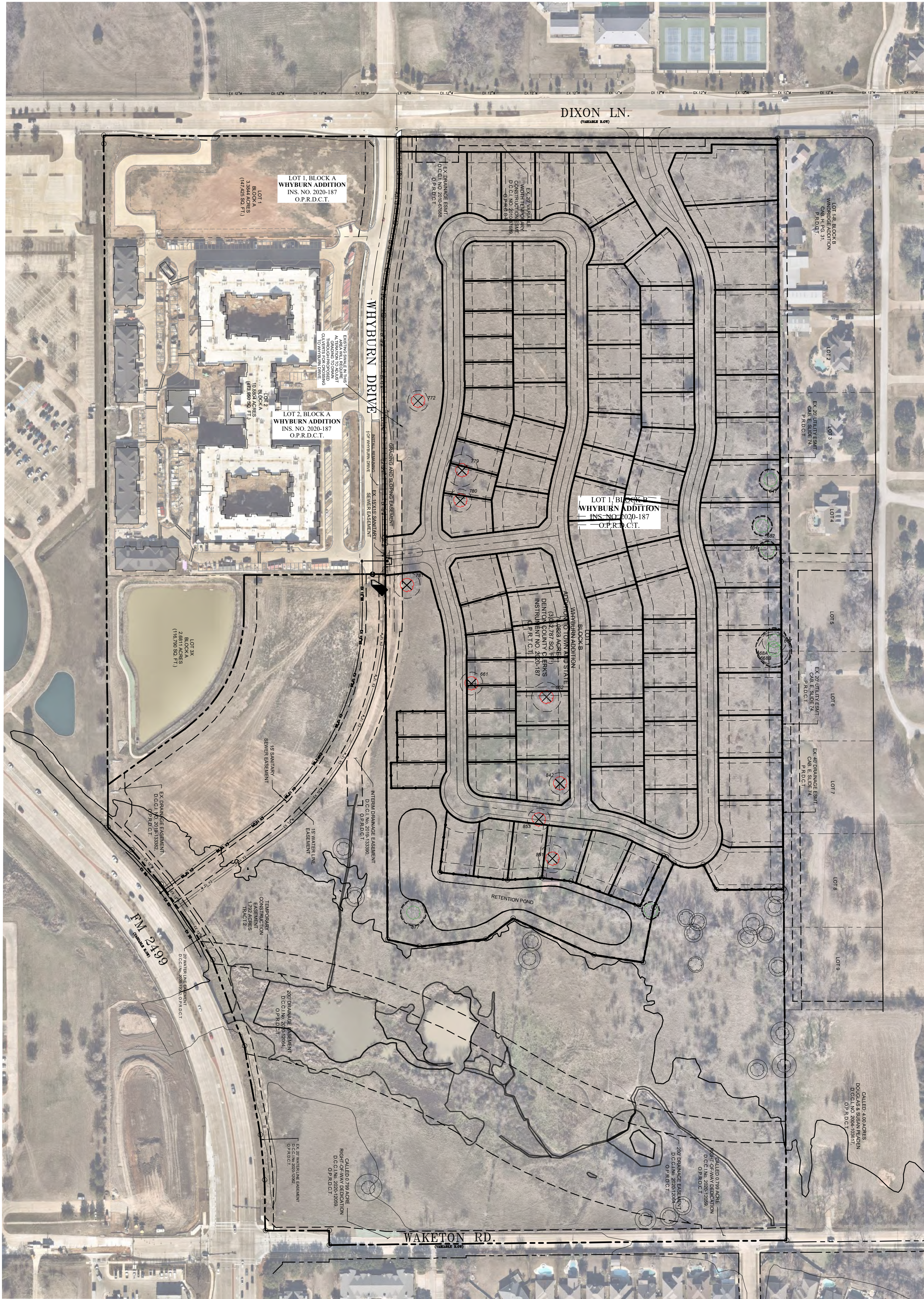
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- REFER TO SHEET R23.3 FOR ADDITIONAL SPECIMEN/PROTECTED TREE MITIGATION INFORMATION.



SPECIMEN TREE PROTECTION

SECTION

NTS



LEGEND

- 780 SPECIMEN TREE TAG
- SPECIMEN TREE TO REMAIN
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SITE PLAN AND GRADING PLAN APPROVAL.

Town Council Future Agenda Items



SCHEDULED	12/5/2022	Consent	Dixon Park Improvements
		Consent	Karnes Road - Design Award
		Consent	Consider approval of Standards of Care for Youth Recreation Programs operated by the Town, in accordance with the Texas Human Resources Code - Section 42.041 and to adopt an ordinance providing for said Standards. (The Parks Board recommended approval by a vote of 6 to 0 at its November 3, 2022 regular
		Consent	Consider approval of the sale and consumption of alcoholic beverages (beer and wine) at Bakersfield Park, during the 2023 Independence Fest (The Parks Board recommended approval by a vote of 6 to 0 at its November 3, 2022 meeting).
		Consent	Hillside Lane - Design Award
		Consent	Consider approval of a Professional Services Agreement for monthly gas well pad site air monitoring by Modern Geosciences, LLC, in the amount of \$45,000.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Placeholder: approve 11/17 work session minutes
		Consent	FM 2499 @ FM 3040 Intersection - Construction Award
		Consent	Consider approval of a resolution authorizing the adoption of the Program Year 2021 Consolidated Annual Performance & Evaluation Report for the Community Development Block Grant; and authorization for the Mayor to execute same on behalf of the Town and submit to the U.S. Department of Housing and Urban Development.
		Consent	Consider approval of Change Order No. 1 for the Waketon Road project, amending the contract with Ed Bell Construction Company, to provide an increase to the contract in the amount of \$123,852.05; and authorization for the Mayor to execute on behalf of the Town.
		Consent	Consider approval of the purchase of Procore Technologies, Inc., Project Management Software from Carahsoft Technology Corp, through a Texas Department of Information Resources (DIR) contract, in the amount of \$37,179.35.
		Consent	Consider approval of a license and services agreement with Tyler Technologies for the purchase and installation of Municipal Justice court software system in the amount of \$203,930; and authorization for the Mayor to execute same on behalf of the Town.

SCHEDULED	12/5/2022	Consent	Consider approval of a Professional Services Agreement to provide professional engineering services to assist with plans reviews, for \$25,00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of the purchase of two (2) 2023 Ford F550 Regular Cab Chassis with Aerial Lift and Service Body per Town of Flower Mound Specifications and Quote from Sam Pack's Five Star Ford.
		Consent	Consider approval of the 2022 Annual Report for the Flower Mound Tax Increment Reinvestment Zone #1 (TIRZ #1) in accordance with Chapter 311 of the Texas Tax Code. (The TIRZ #1 Board recommended approval by a vote of X to X at its November 22, 2022 meeting.
		Consent	Consider a request to amend the Town's Code of Ordinances Appendix A, "Fee Schedule," Referenced in Chapter 70, "Utilities," Section 70-56(d), entitled "Water Meter Fee Schedule," by repealing all conflicting ordinances; providing a severability clause; and providing an effective date.
		Consent	Annual Sidewalk Links & ADA Improvements Contract
		Presentation	Placeholder: Miracle League Presentation by Jeff Fisher.
		Presentation	Placeholder: Outstanding Citizenship Award Recognition
		Regular	Consider approval of a contract with Blue Cross and Blue Shield of Texas in the amount of \$1,476,766 for reinsurance coverage for the Town's Group Health Plan and authorization for the Mayor to execute the same on behalf of the Town.
		Regular	LED Lighting at Bakersfield Park
	12/19/2022	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, No. 05-22, No. 22-22, and No. 38-22 for adjustments to the XXX Fund.
		Consent	2022 - 2023 CIP Amendment No. 1
		Consent	Peters Colony Memorial Park - Design Amendment 2
		Consent	Annual Slurry Seal Services Contract
		Consent	Amend Traffic Signal Contract with AM Signal
		Consent	Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2022, and ending on September 30, 2023, as adopted by Ordinance No. 45-22 for adjustments to the XXX Fund.
		Consent	City Works Migration and Implementation Services

SCHEDULED	12/19/2022	Regular	Consider approval of an ordinance amending Appendix A “Fee Schedule,” to revise various fees related to the review and issuance of permits under Chapter 38 entitled “Fire Prevention and Protection,” of the Town’s Code of Ordinances.
		Regular	Consider approval of an ordinance amending Appendix A “Fee Schedule,” to revise various fees related to the review and issuance of permits under Chapter 14 entitled “Buildings and Building Regulations,” Chapter 18 entitled “Businesses,” and Chapter 34 entitled “Environment,” of the Town’s Code of Ordinances.
		Regular	Public Hearing to consider an ordinance amending the Town’s Code of Ordinances (LDR22-0003 – Development Fees) by amending Section 90-221 entitled “Inspection Fee,” and appendix A entitled “Fee Schedule,” to update fees related to land development within the Town. (PZ recommended approval/denial by a vote of 0 to 0 at its December 12, 2022, meeting.)
	1/17/2023	Consent	Chinn Chapel Soccer Complex Drainage Improvements - Construction Award
		Consent	Sunrise Circle Wastewater Connection
		Consent	
	2/20/2023	Consent	Royal Oaks Waterline Replacement Phase I - Construction Award