

Town Council Regular Meeting



March 20, 2023
Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

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.

AGENDA

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. PRESENTATION(S)

1. None

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 \(PDF\)](#).

- 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

F. ANNOUNCEMENTS

Announcements from the mayor and council members

1. Announcements from the mayor and council members

G. TOWN MANAGER'S REPORT

1. Capital Improvement Projects

2. Economic Development Projects
3. Organizational Updates

H. FUTURE AGENDA ITEM(S)

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. March 30 - Budget Priorities Work Session
2. April 3 - Regular Meeting

J. CONSENT ITEM(S)

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. 3/6 Minutes - Consider approval of the minutes from the 3/6 regular meeting.
2. Wilkerson Park Playground Replacement - Consider approval of the purchase and installation of the FY 2022-23 Playground Replacements project, for Wilkerson Park Playground, from Childs Play, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$477,869.00
3. CAC Outdoor Pool Maintenance - Consider approval of a contract with ATD Concrete Coatings for maintenance of the CAC indoor and outdoor pool decks in the amount of \$79,016.40 and for the Mayor to execute on behalf of the Town.
4. Sewer Assessment - Consider approval of Condition Assessment and Analysis Services for the existing sanitary sewer main related to the Lower Timber Interceptor Rehabilitation (Paisley Drive to Rockcreek Court) project, to Insituform Technologies, LLC., utilizing The Local Government Purchasing Cooperative Contract #635-21, administered through BuyBoard, in the amount of \$56,996.25.
5. Street Maintenance Material - Consider approval of the annual purchase contract for flex base material from Big City Crushed Concrete, through a City of Lewisville contract (22-31-A) for an estimated annual amount of \$55,000.00.
6. Dixon Park Development Agreement - Consider approval of a Development Agreement with Toll Southwest LLC., for a 1.739 acre privately maintained and publicly accessible park and for Park Development fees associated with the Dixon Estates residential development; and authorization for the Mayor to execute same on behalf of the Town.
7. Short-Term Hotel Occupancy Tax Collection Agreement - Consider approval of a Professional Services Agreement with GovOS, in an amount not to exceed \$17,000, for the purpose of identifying and collecting hotel occupancy taxes from short-term rental properties located in Flower Mound; and authorization for Mayor to execute same on behalf of the Town.

K. REGULAR ITEM(S)

1. Annual Comprehensive Financial Report (ACFR) - Consider approval of the Annual Comprehensive Financial Report (ACFR) for the fiscal year ended September 30, 2022.
2. TRP23-0003 - Montalcino Estates - Public Hearing to consider an application for a tree removal permit (TRP23-0003) for one (1) specimen tree on Lot 21, Block G of the Montalcino Estates PH 2 subdivision. The property is located at 5712 Bellaria Ct. (The Environmental Conservation Commission recommended approval by a vote of 6 to 0 at its March 7, 2023, meeting).
3. MPA21-0008 - Whyburn - Public Hearing to consider an ordinance amending the Master Plan (MPA21-0008 – Whyburn) 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 and Medium Density Residential uses. The property is generally located east of Long Prairie Road and south of Dixon Lane. (The Planning & Zoning Commission recommended approval by a vote of 5 to 1 at its October 10, 2022, meeting.) (On November 21, 2022, Town Council moved to table this item to its December 5, 2022, meeting by a vote of 4 to 0.) (On December 5, 2022, Town Council moved to postpone this item to applicants' time schedule by a vote of 5 to 0.)
4. ZPD21-0015 - Whyburn - Public Hearing to consider an ordinance amending the zoning (ZPD21-0015 – Whyburn) from Agricultural District (A) uses to Planned Development District No.189 (PD-189) with Single Family District-15 (SF-15) and Single Family District-10 (SF-10) 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 & Zoning Commission recommended approval by a vote of 5 to 1 at its October 10, 2022, meeting.) (On November 21, 2022, Town Council moved to table this item to its December 5, 2022, meeting by a vote of 4 to 0.) (On December 5, 2022, Town Council moved to postpone this item to applicants' time schedule by a vote of 5 to 0.)
5. TRP22-0006 - Whyburn - 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 tree #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). (The Town Council moved to postpone this item by a vote of 5 to 0 at its December 5, 2022, meeting.)

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, Historical Commission Task Force, Environmental Conservation Commission, Parks Board, School Liaison Committee, SMARTGrowth Commission, Tax Increment Reinvestment Zone Number (TIRZ #1), Transportation Commission, and Veterans Liaison Board.

M. CLOSED MEETING

1. Consultation with Town Attorney.
 - a. Oncor transmission line, switch, and substation projects.
2. 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.
3. 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.
4. 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) #1, TIRZ #2, PID, MMD, and MUD.

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

N. RECONVENE TO REGULAR MEETING

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

O. ADJOURN

P. FUTURE AGENDA

1. Future Agenda Items

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: March 17, 2023, at 11:54 a.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 accommodation or interpretive services must be made 48 hours prior to this meeting by contacting Town Hall at 972.874.6000. Additional time limits will be provided for members of the public that need to address the Town Council through a translator.

Town Council Regular Meeting



March 6, 2023
Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

DRAFT MINUTES

A. CALL TO ORDER

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
James W. Childers, Town Manager
Bryn Meredith, Town Attorney
Tommy Dalton, Assistant Town Manager
Tiffany Bruce, Assistant Town Manager/Town Engineer
Lexin Murphy, Director of Planning Services
Sue Ridnour, Director of Library Services
Melody Eby, Economic Development Specialist
Blake Hummel, Senior Project Engineer
Chuck Jennings, Director of Parks and Recreation

B. INVOCATION

Chaplain McNamer gave the 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."

Mayor France led the pledges.

D. PRESENTATION(S)

1. Library Excellence Award

Ms. Ridnour gave a presentation identifying or noting:

- Background information about the award

- TMLDA Award criteria

and Mayor France presented her with the award.

E. PUBLIC COMMENT

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- 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

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

	Speaker name and address	Subject (as written on the form)
1.	Fred Vincent, 3933 Bordeaux Cir	Life Quality
2.	Teresa Thomason, 1201 Oakwood Ct	Future Parks & Rec
3.	Rick Kenyon, 2009 Ring Teal Ln	K-3
4.	Chris Drew, 5209 Ravine Ridge Ct	SMARTGrowth
5.	Ron Newton, 2257 Shoreline Dr with donated time from: Melanie Newton, 2257 Shoreline Dr	K-1 (Minor Record Plat)
6.	Jennifer Depetro, no address provided with donated time from: Brandon McGuire, 2172 Shoreline Dr Ken Ekkel, 4441 Wanda Ln Morgan Walker, 2172 Shoreline Dr James DePetro, 4421 Wanda Ln	K-1 Twin Coves Estates
7.	Carroll LeBouef, Shoreline Dr	Twin Coves
8.	David Ekkel, 4441 Wanda Ln	K-1 Twin Coves Estates
9.	Tim Whisenant, 2300 Olympia	Tree topping

** Indicates person did not wish to speak*

F. ANNOUNCEMENTS

Announcements from the mayor and council members

Councilmember Engel reported attending a water treatment plant/sign shop tour, along with some of the Citizen's Academy participants. He also encouraged residents to sign up for the Academy in the fall.

Mayor France extended appreciation for everyone involved with the tour.

G. TOWN MANAGER'S REPORT

1. Capital Improvement Projects
2. Economic Development Projects
3. Organizational Updates

- a. Career Out update

Mr. Childers provided background information on the LISD Career Out day. Ms. Eby gave a presentation highlighting the various departments that the students visited.

Mr. Childers announced the release of the State of the Cities video.

H. FUTURE AGENDA ITEM(S)

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Deputy Mayor Pro Tem Martin indicated she would like to discuss tree-topping as mentioned during public comment. There was Council consensus to have the discussion at a future meeting.

I. COORDINATION OF CALENDARS

Mayor France asked if all members of Council plan to attend the two upcoming meetings. Councilmember Taylor indicated he may not be at the 3/20 meeting and will know for sure later this week.

1. March 20 - Regular Meeting
2. March 30 - Special Budget Priorities Meeting

J. CONSENT ITEM(S)

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.

ACTION: Mayor Pro Tem Sandeep Sharma moved to approve consent items 1 - 9 as presented in the agenda caption.
Councilmember Brian Taylor seconded the motion.

AYES: Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Sandeep Sharma

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

1. Minutes 2/16 & 2/20 - Consider approval of the minutes from the work session held on 2/16, and the 2/20 regular meeting.
2. Budget amendment - 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 and amended by Ordinance No. 60-22 for adjustments to the General Fund and Vehicle & Equipment Replacement Fund.

ORDINANCE NO. 06-23

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2022, AND ENDING ON SEPTEMBER 30, 2023, AS ADOPTED BY ORDINANCE NO. 45-22 AND AMENDED BY ORDINANCE NO. 60-22, BY PROVIDING for adjustments to the General Fund AND VEHICLE AND EQUIPMENT REPLACEMENT FUND; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

3. CIP Amendment No. 3 - Consider Approval of Amendment No. 3 to the Fiscal Year 2022-2023 Capital Improvement Program.
4. USACE contract-law enforcement services - Consider approval of the 2023 US Army Corps of Engineer (USACE) solicitation for contract with the Town of Flower Mound for law enforcement services at Lake Grapevine and authorize the Mayor to execute same.
5. Track Loader Purchase - Consider approval of the purchase of one new Case TV370B Compact Rubber Track Loader per Town of Flower Mound Specifications and Vendor Quote from Associated Supply Company, Inc. in the amount of \$76,800.00.

6. Edgefield Trail Reconstruction - Consider approval of Change Order No. 1 for the construction of the Edgefield Trail Reconstruction (Wood Creek Drive to Timber Valley Drive) project, amending the contract with Jeske Construction Company, to provide for an increase to the contract in the amount of \$36,411.26; and authorization for the Mayor to execute same on behalf of the Town.
7. Engineering Services PSA - Consider approval of a Professional Services Agreement with Freese and Nichols, Inc. for Engineering Design Review Services in an amount not to exceed \$30,000 and authorization for the Mayor to execute same on behalf of the Town.
8. Denton Creek Blvd Bridge - Consider approval of the Second Amendment to the Professional Services Agreement with Burns & McDonnell Engineering Company, Inc., for design and construction phase services for the Denton Creek Boulevard Bridge project, in the amount of \$121,622.00; and authorization for the Mayor to execute same on behalf of the Town.
9. Bid Award-Work Uniforms - Consider approval of the award of Request for Bid (RFB) No. 2023-23-A for Work Uniforms to G & G Source dba PMF Uniforms and Just Right Products dba FW Promo for an estimated annual expenditure of \$60,000.00; and authorization for the Mayor to execute same on behalf of the Town. Each contract is for a one-year initial term with four one-year renewal options.

K. REGULAR ITEM(S)

1. MR22-0003 – Twin Cove Estates - Consider a request for a Minor Record Plat (MR22-0003 – Twin Cove Estates, Lot 20R, Block B) to create one lot for a private street. The property is generally located south of Wanda Lane and east of Shoreline Road. (PZ recommended approval by a vote of 6 to 0 at its February 13, 2023, meeting.) (TC moved to table this item to the March 6, 2023, meeting by a vote of 5 to 0 at its February 20, 2023, meeting.)

Ms. Murphy gave a presentation identifying or noting:

- General and detailed location
- Land use and zoning
- Town code (Section 90-371)
- Plat exhibit

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

- access to the property by others
- road surface material that would be used if it became a Town road

- what is the benefit for the applicant
- possibility of a replat
- resident concerns regarding drainage and the uncapped well
- who is covering the cost under the private or public road option
- if there would be signage informing the public (if private road)
- standards associated with private versus public road
- if there was a date associated with the easement associated with the land
- possibility of incorporating language in the ordinance that recognizes the easement

Ryan Steckel, Applicant, responded to questions from Council regarding:

- site challenges
- is having the road designated as a private road and operating as an easement so others have access an issue
- if he was acceptable to not putting up a gate to block access
- if it is his intent to keep things as they exist today

There was Council discussion regarding the notation stated by the Town Attorney should alleviate concerns by the neighbors.

ACTION: Mayor Pro Tem Sandeep Sharma moved to approve item K.1 as presented and subject to the condition that a note be added to the face of the plat guaranteeing right of way access to the two adjacent properties (lots 17 and 18) for purposes of ingress and egress to their lots, and as verified by staff. Councilmember Jim Engel seconded the motion.

AYES: Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Sandeep Sharma

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

2. Royal Oaks Water Line Replacement - Consider approval of a Construction Agreement with A & B Construction LLC for the Royal Oaks Water Line Replacement Phase I project, in the amount of \$1,353,490.00; and authorization for the Mayor to execute same on behalf of the Town.

Mr. Hummel gave a presentation identifying or noting:

- Background information about the project, including scope of work
- Project location, including a detailed aerial
- Verified bid results
- Project schedule

and he responded to questions from Council regarding:

- expected service disruptions to the school (Kirkpatrick)
- clarification regarding resident notifications

ACTION: Councilmember Brian Taylor moved to approve item K.2. as presented in the agenda caption. Mayor Pro Tem Sandeep Sharma seconded the motion.

AYES: Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Sandeep Sharma

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

3. Long-Range Parks and Recreation Discussion - Long-Range Planning Discussion for Parks and Recreation

Mr. Childers provided background information about why this item is coming before the Council. Mr. Jennings gave a presentation identifying or noting:

- Mission statement
- Parks/Recreation division staff
- Parks (57) responsibilities, 60 miles of trails, and recreation facilities and programming
- Park projects
- Recreation and Cultural Arts (major responsibilities)
- Park projects
- Future needs
 - CAC expansion
 - Twin Coves Park Phase II
 - Tennis Center Development
 - Trails Master Plan
 - Western Recreation Center
 - Dunham Ranch Recreation Area
 - Parkland Acquisition
- Park service zones & 10 minute walk - maps
- Infographic - key findings of the 2021 engagement with parks report

and he responded to questions or comments from Council regarding:

- timing for CAC improvements
- Memorial Park update (timing)
- building size for the interior spaces at the proposed tennis center
- western Rec Center impact on renovation plans for current CAC
- on line reservation system opportunity for facilities, including courts
- technology improvements

- Interest in seeing the reporting side as it relates to festivals, and explore opportunities to increase festival activities (community engagement) when the weather is more favorable

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 (TIRZ #1), Transportation Commission, and Veterans Liaison Board.

No discussion.

M. CLOSED MEETING

The Town Council convened into a closed meeting at 8:29 p.m. on March 6, 2023, 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.

1. Consultation with Town Attorney.
 - a. Oncor transmission line, switch, and substation projects
 - b. Sunrise Circle development and adjacent properties
 - c. All Together Flower Mound Commission (organization, structure, and procedures)
 - d. Housing Discrimination Complaint
 - e. La Estancia Investments, L.P., v. Town of Flower Mound
2. 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.
3. 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.

4. 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) #1, TIRZ #2, PID, MMD, and MUD.

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

N. RECONVENE TO REGULAR MEETING

The Town Council reconvened into an open meeting at 10:02 p.m. on March 6, 2023, and no action was taken on the above items.

O. ADJOURN

Mayor France adjourned the meeting at 10:03 p.m. on Monday, March 6, 2023, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

DEREK FRANCE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA J.2. CONSENT ITEM(S)

DATE: March 20, 2023
FROM: Brennon Peltier, Park Development Manager
ITEM: **Consider approval of the purchase and installation of the FY 2022-23 Playground Replacements project, for Wilkerson Park Playground, from Childs Play, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$477,869.00**

BACKGROUND: The Community Development Corporation and Town Council approved various playground upgrades for the Fiscal Year 2022-2023 after a recommendation from the Parks Board for Park and Recreation needs for the Capital Improvement Program projects. Wilkerson Park playground is one of the playgrounds funded.

This purchase will provide for the removal of the existing playground and wood fiber safety surfacing to be replaced with new playground equipment that will include: 5-12 year old play equipment, 2-5 year old play equipment, new six-swing swing set, climbing wall, ground play elements, shade, and rubber poured-in-place safety surfacing. Additionally, poured-in-place rubber surfacing will be added to three existing adult fitness equipment pads near the playground to replace the gravel ground cover currently in use.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$477,869.00

Proposed Expenditure/(Revenue)
\$477,869.00

Account Number(s):
317-110-90823-6210

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Revised Buyboard Proposal
2. Proposed Equipment Drawing
3. Form 1295 (Internal Use)

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

Child's Play, Inc.

10661 Shady Trail
Dallas, TX 75220
(P) 972-484-0600 (F) 972-484-0333

ADDRESS

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

SHIP TO

Wilkerson Park
2810 Morriss Road
Flower Mound, TX 75028

QUOTE #	DATE	EXPIRATION DATE
22-3823	01/20/2023	05/31/2023

SALES REP
KR

DESCRIPTION	QTY	PRICE EACH	AMOUNT
BCISNUIN Custom Nucleus/Intensity Series Rocketship Playground Structure Ages 5-12 Structure, 5-12 Level X Extreme, Ages 2-5 Structure, Three Bay Arch Swing w/(4) Belt Seats and (2) Tot Seats, Victory Wall, (2) Stem Play, 2-12 Climber	1	234,334.00	234,334.00
Freight Freight	1	11,365.00	11,365.00
Installation Removal of Existing Play Structures and Free Standing Equipment, Wood Fiber & Haul Off Professional Turn-Key Installation of All Playground Equipment	1	76,039.00	76,039.00
PIP Rubber Poured-In-Place Rubber Surfacing with 100% Color & Basic Design - Includes Material, Freight & Installation	1	136,440.00	136,440.00
PIP Rubber 2" Poured-In-Place Rubber Surfacing for (4) Fitness Pads, Removal of 2" of Decomposed Granite, 50% Color/50% Black	1	5,621.00	5,621.00
Gravel Gravel Base - Approx. 6 - 7" Depth - Includes Delivered & Installed	1	14,070.00	14,070.00
Buyboard This is a Buyboard Purchasing Cooperative Quote. Pricing reflects Buyboard discounts as listed under Contract #679-22, Vendor #1501	1	0.00	0.00

TOTAL

\$477,869.00

Accepted By

Accepted Date



COLOR KEY	
●	SKY
●	WHITE
●	BLUE
●	GRAY
● ●	BLUE/WHITE









TOWN COUNCIL AGENDA J.3. CONSENT ITEM(S)

DATE: March 20, 2023
FROM: Chuck Jennings, Director of Parks and Recreation
ITEM: **Consider approval of a contract with ATD Concrete Coatings for maintenance of the CAC indoor and outdoor pool decks in the amount of \$79,016.40 and for the Mayor to execute on behalf of the Town.**

BACKGROUND: The indoor and outdoor pool decks at the Community Activity Center require periodic maintenance for repairs to the concrete finish, along with painting to maintain the aesthetics and to provide residents and patrons with high quality facilities and amenities. The current finish on the pool decks is a concrete coating product by Sundek, which provides painted and textured flooring that is slip resistant.

Several areas of the flooring on the indoor pool have become damaged, with the concrete finish flaking away to reveal bare concrete underneath. This contract is for the complete repair and painting of the indoor pool deck, along with spot repairs and complete painting to the slide tower steps, concrete bleachers, splash pad, and diving board steps. The scope of work also includes maintenance of the outdoor pool deck and coping, which includes spot repair and complete painting.

During the fiscal year 2022-2023 budget process, a non-discretionary package was approved to provide funding for the maintenance of the indoor and outdoor pool decks. ATD Concrete Coatings is a local, authorized contractor of Sundek products and initially installed the flooring to the indoor pool deck in 2017 and the outdoor pool deck in 2018.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES:

FISCAL IMPACT: \$79,016.40

Proposed Expenditure/(Revenue)
\$79,016.40

Account Number(s):
100-630-34440-5110

LEGAL REVIEW: Autumn Keefer, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the contract on February 15, 2023 as to form and legality.

ATTACHMENTS:

1. Sundek Summary Contract

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



Proposal & Contract (Summary)

ATD Concrete Coatings
616 E Avenue J, Grand Prairie, TX, 75050



Opp: S220322-202570 Phone: (817) 265-

2406 • Fax: (817) 649-7178

Job: P230120-177461

Owner: Town of Flower Mound

Address: 1200 Gerault, Flower Mound, TX, 75028

Phone: (972) 874-6272

Sales Rep: Kimberly Elliott Baldwin, Mobile: (817) 253-0836

Referral Partner:

Address:

Referral Contact: Doug Dean -Dec, inc. (972) 815-9415

Go Ahead Date:

GENERAL DESCRIPTION OF WORK

Revised...

INDOOR POOL DECK - 5,098 sqft
(remove old texture, primer, new texture, custom score line pattern, clear sealer & mastic)

STAIRS, STANDS & DIVINGBOARD STAND - 820 sqft
(spot texture, re color in custom blue color & clear sealer)

SPLASH PAD - 114 sqft
(clear sealer)

STORAGE ROOM 434 sqft (no work to be done in this area)

OUTDOOR POOL DECK - 21,422 sqft
(spot texture, re color with color bands)

(#1 AREA) Indoor Pool Deck Scope of Work Includes:
Remove failed texture & profile
Pressure wash to remove contaminants
Paper off surroundings to protect from overspray
Stabilize minor cracks (may still broadcast through or may open back up if ground moves)
Apply primer coat to create a better bond
Apply classic texture
Saw cut custom score line pattern (creating pattern off of existing cracks)
Apply color sealer (Color - Kahlua)
Apply echo clear sealer to better protect texture & make it easier to clean
Remove & replace 511 Lf of mastic at coping, splash pad joint, wall joints & bottom of slide steps (Color-Tan)
Remove all masking material & debris & haul off

(#2 AREA) Stairs, Stands & Diving Board Stand Scope of Work Includes:
Chip up failed areas where needed
Pressure wash to remove contaminants
Paper off surroundings to protect from overspray
Stabilize minor cracks (may still broadcast through or may open back up if ground moves)
Spot texture where needed
Apply color sealer (Custom Blue Color - TBD)
Apply echo clear sealer to better protect texture & make it easier to clean
Remove all masking material & debris & haul off

(#3 AREA) Splash Pad Scope of Work Includes:
Pressure wash to remove contaminants
Paper off surroundings to protect from overspray
Apply echo clear sealer to better protect texture & make it easier to clean
Remove all masking material & debris & haul off

(#4 AREA) Outdoor Pool Deck Scope of Work Includes:
Chip up failed areas & prep for spot texture
Sand off failed paint on 3 metal lids
Pressure wash to remove contaminants
Paper off surroundings to protect from overspray
Stabilize minor cracks (may still broadcast through or may open back up if ground moves)
Spot texture where needed
Apply primer coat on 3 metal lids
Apply color sealer, color over all existing mastic & 3 metal lids (Color - Kahlua)
Apply simulate existing color bands (Color - Terra Cotta)
Remove all masking material & debris & haul off

NOTE: Change order may be issued if unforeseen extra prep work is needed or square footage is less or more, prior approval. Extra \$500 each day if we need to work on a Sunday or a Holiday.

Management will be responsible for moving all items off work area prior to start date & keeping foot traffic off of work area during the length of the project.

We can do it in 2 phases...

PHASE 1 - Outdoor Pool Deck, will take 6-8 day to complete. You can walk on it after 24 hrs & furniture back on it on the morning of the 3rd day.

PHASE 2 - Indoor Pool Deck, Stairs, Stand, Diving board Stand & Splash Pad, will take 6-8 days to complete. We can start it on Monday, 8/14 & finish up by 8/21 or sooner. You can walk on it after 24 hrs & furniture back on it on the morning of the 4th day.

For the Contract Amount, ATD CONCRETE COATINGS "Contractor" agrees to furnish necessary materials and labor and to complete the construction on the property in a good, workmanlike manner according to the above specifications.

System Type: Classic Texture, Option Detail: #1 AREA - INDOOR POOL DECK (NEW CLASSIC TEXTURE), Years of Warranty: 2		
Area: INDOOR POOL - E230120-185677, Price: \$32,425.70	Contract Amount	\$79,016.40
	Tax (%)	
System Type: Re Finish Coat, Option Detail: #2 AREA - STAIRS, STANDS & DIVING BOARD STAND (Custom Blue Color) (SPOT REPAIRS & RE COLOR), Years of Warranty: 2		
Area: MANY AREAS - E230120-185680, Price: \$4,188.00	Total Due	\$79,016.40
System Type: Clear Seal, Option Detail: #3 AREA - SPLASH PAD (CLEAR SEAL ONLY), Years of Warranty: 1		
Area: SPLASH PAD - E230120-185683, Price: \$251.80	Phase 1 completion (50%)	\$39,508.20
	Phase 2 Completion (50%)	\$39,508.20

NO COMPLETION DATE PROVIDED: Because of numerous factors beyond the control of Contractor such as weather, strikes, material etc., a specific completion date cannot be guaranteed. ATD CONCRETE COATINGS will attempt to start project on approximate _____ (need estimated date of starting work and completion) _____ availability of _____

Owner's Warranties and Rights:

1. If Owner and Contractor agree in writing to alter plans or specifications for the construction, on completion Owner will pay for all extra work done and material furnished as a result of the alterations, and the sum shall be a part of the consideration for this Contract.
2. If Owner might become liable for a lien or claim for labor or materials furnished to Contractor and primarily chargeable to Contractor, Owner may retain from payment on the Contract an amount to completely indemnify Owner against the lien or claim.

Owner's Obligations:

1. Furnish at Owner's expense, all water and electricity necessary and required by Contractor for construction and installation of SUNDEK on the property.
2. Promptly pay to Contractor, when due, all of the Contract Amount in accordance with the foregoing payment terms.
3. Remove and/or protect any and all personal Property in or about the area where Contractor will be constructing or installing improvements.
4. Protect the improvements and working area during the application stage, from water damage from sprinklers and from damage or disturbance by other tradesmen and others.
5. Pay interest on any past due amount under this Contract in accordance with the Texas Prompt Payment Act, Texas Gov't Code Ch. 2251.

Contractor's warranties:

1. Contractor guarantees all work to be free of defects in material and workmanship (bond failure, chipping, flaking, or peeling), **excluding bond failure adjacent to substrate cracking**, for period stipulated above when subject to normal use and care. ATD CONCRETE COATINGS shall, upon written notice within that period, remedy any breach of the Guarantee without charge, by repair or replacement, at the option of the Contractor, provided Owner has complied in full with terms and payments in full of this Contract.
2. **Due to the inherent movement in concrete, soil and wooden structures, and possible lack of structural integrity of these substrate, no guarantee, either expressed or implied, is granted concerning cracks in coating or bond failure adjacent to substrate cracking.**
3. Saw Cutting - ATD CONCRETE COATINGS is not responsible for damage to electrical lines, plumbing, irrigation, pool ground wire, or any other utilities during saw cuttingof concrete. Saw cutting here refers to a complete cut of concrete slab to perform specified work. ATD CONCRETE COATINGS will only cut in removal or installation of deck drains or other instances specifically requested by Owner. Owner agrees to identify any buried utilities prior to the start of the project. Normal prep, grinding, scoring of cracks, scoring for decorative effect, and scoring for coping or joint relief do not require saw cutting by Sundek.
4. ATD CONCRETE COATINGS assumes no obligation or responsibility for deck drainage, unless previously agreed to by contract to enhance drainage.ATD CONCRETECOATINGS will blend identified low areas in attempt to alleviate water drainage. The blending will only occur in the identified areas. ATD CONCRETE COATINGS is not responsible for water drainage in other areas not specifically identified in this contract. Blending pricing is an estimate, ATD CONCRETE COATINGS will blend up to the specified amount of material quoted only. If Owner is not satisfied with the result, additional material will be used per Owner request and acceptance of change order. Additional charges apply for water testing. (The blending installation carries a limited (one) 1 year warranty).
5. The natural look and protective sealers used in some treated surfaces may cause the coefficient of friction to be less than other surfacing alternatives. There may be environmentswhere the above described processes may not be the best selection.
6. ATD CONCRETE COATINGS is not responsible for loss of adhesion, delamination, or mineral deposits that are the result of excessive moisture coming through the slab.
7. Defects or failures caused by obvious mistreatment, neglect, or improper maintenance shall be repaired at the Owners expense.
8. All guarantees connected with this Contract and the work performed and the materials provided shall be void if, during the life of said guarantee, any work is done on thecoating by others.
9. Dust. Virtually all construction work creates dust. ATD CONCRETE COATINGS crew will do their best to minimize and confine the dust to the project area. It is the Owner' s responsibility to have the area thoroughly cleaned once the project is completed if necessary.

ENTIRE CONTRACT: Contractor and Owner are not bound by any oral representation by any agent of either party or any purported commitment not specified herein. No other work will be done without prior written authorization of Owner. If any dispute arises between the Contractor and Owner involving this Contract, the dispute will be resolved in a court of record in a state or federal court located in Denton County, Texas.

The non-breaching Party may terminate this Contract upon written notice if the other Party is in material breach of this Contract and fails to cure such breach within thirty (30) days after the non-breaching Party provides written notice of the breach.

By signing below you, the Owner, agree to all of the terms, conditions, covenants and warranties contained above and on the reverse and following pages of this Contract.

You, the Owner, may cancel this transaction at any time prior to midnight of the third (3) business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

***Proposed contract valid until: 03/20/2023**

Owner's Signature _____

Date _____

CONTRACTOR: ATD CONCRETE COATINGS


Signed by: Kimberly Elliott Baldwin, 1/24/2020 11:27 AM

Date 02/08/2023

Kimberly Elliott Baldwin
(Area Manager)

IMPORTANT NOTICE: You and your contractor are responsible for meeting the terms and conditions of this Contract.. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

Color Choice Agreement

I, Town of **Flower Mound**, the Property Owner or Property Owner's Designee, choose and take full responsibility for the choice of Sundek color. My choice of color(s) is/are:

Systems:	Primary Colors:	Grout Colors:
Classic Texture	Kahlua	Tan Joint Sealant
Re Finish Coat	Custom Color Select FC	
Clear Seal		
Re Finish Coat	Kahlua Terra Cotta	

I accept the fact that all colors are as specified. A slight differentiation will be seen in transition to textured material. Colors may also vary slightly by being a shade lighter or darker, from natural coloring.

If, after the application of the color (stain, dye, finish coat, epoxy, etc), I am displeased for whatever reason, I accept full responsibility for my choice and will pay all necessary charges to change the color.

I, further hold ATD Concrete Coatings completely harmless for the choice of and / or the acceptance of the color of my coating system.

Color mottling and variations together with texture irregularities are intended to enhance the finished Stamped or Stain products. Each Stamped or Stain project is a custom creation and is unique in its color and texture characteristics.

ATD Concrete Coatings will strive to achieve the color and texture desired by the client however ATD Concrete Coatings makes NO GUARANTEE that the color or texture will produce the same uniformity and consistency of manufactured samples & masonry products.

Owner's Signature _____

Date _____

Color (Finish Coat) Matching

ATD Concrete Coatings neither expresses nor implies that the color being installed today will match exactly to the color that was installed previously. ATD Concrete Coatings will install the same color that was installed previously at the owners request. Exact match from one coating batch to another is improbable. Due to weather and elements of nature (i.e.: trees, plants, pool chemicals, etc) the finish coat installed previously may not match for a period of time. ATD Concrete Coatings has found that colors generally blend together in 120-180 days, but again, no guarantee due to area and elements.

Power Washing

ATD Concrete Coatings is not responsible for any finish coat that is damaged under pressure washing after being installed for more than 2 years. In most cases the coating material will withstand pressure washing within 2000-2500 PSI with fan tip nozzle at least 10"-12" from surface, but no guarantees.

Pool Cleaning

ATD Concrete Coatings assumes no responsibility for the cleaning of any pool after the installation of a Coating System. The Installation of coating requires grinding, chipping of existing surfaces, removal of existing coatings, removal of wood, plastic and caulk expansion joints, and the trimming back of landscaping, etc.

ATD Concrete Coatings will protect the surface by either bubble pack that is attached to the tile line and out over pool water approximately 3 feet out, or attached visqueen plastic to tile line and cover entire pool.

These above methods are only to keep the debris that may get into a pool to a minimum. Circumstances beyond ATD Concrete Coatings's control such as high wind, rain, pool cleaner devices, delays, etc often affect the protection and debris accumulates into pool.

It is the owner's responsibility to have the pool cleaned. ATD Concrete Coatings is not to be held responsible for pool cleaning, pool chemical re-stabilization, or pool equipment once the coating installation is complete.

Painted Surfaces

ATD Concrete Coatings must install protective paper, masking & fiber tape in order to complete the coating application. Areas not to be coated with material such as the house, trim, siding, retaining walls, iron and wood fencing, and landscaping will be protected in this matter.

ATD Concrete Coatings is not responsible for any paint that is pulled from a house, siding, trim, iron fence, etc. If paint is pulled during our protection process, it is the owner's responsibility to have the paint touched up or re-painted. ATD Concrete Coatings will not be held responsible.

ATD Concrete Coatings does not accept any responsibility for customer safety in regard to slip resistance of the surface installed. The owner accepts all responsibility and will hold ATD Concrete Coatings harmless in this matter.

Contractor's Obligations:

1. Contractor will neither make or change for any alterations in the construction described in the specifications unless Contractor and Owner agree otherwise in writing. Any alteration made without a written agreement will be considered performed under the original Contract at no additional charge.

Contractor's Rights:

1. Subdeck – Because the condition of the sub-deck cannot be inspected, determined or observed before existing coating (i.e. carpet, adhesive, overlays, tile etc.) is removed, Contractor expressly reserves the right to cancel this contract, in its sole discretion, if the sub-deck is not compatible to the concrete coating application. Additional prep, blending, and treatment of cracks may be needed at additional cost to Owner.
2. If Owner fails to perform any of the Owner's obligations, Contractor may perform them and be reimbursed by Owner on demand at the place where the Contract is payable for any sums so paid, plus interest in those sums from the dates of payment at the rate authorized by the Texas Prompt Payment Act, Texas Gov't Code Ch. 2251. The sum to be reimbursed shall be secured by this Contract.
- 3.
4. If Owner defaults on the Contract or fails to perform any of the Owner's obligations, or if Contractor in good faith believes that the prospect of payments or performance is impaired, and the default of good-faith belief in impairment continues after Contractor gives Owner notice of the default or the basis for the belief in impairment and the time within which must be cured, as may be required by law or by written agreement, then Contractor may terminate work on or construction of the improvements and may declare all sums due under the Contract to be immediately payable.

General Provisions:

1. If the construction is not completed as agreed between Owner and Contractor, then amount of the consideration will be determined by the amount reasonably necessary to complete the construction agreed upon.
2. This Contract is executed, acknowledged, and delivered before any labor has been performed or any material has been delivered to the construction site.
3. The work is being performed on public property and the attachment of a lien to public property is not authorized under Texas law, any unlawful liens recorded against the Property may subject to the penalty provisions of Texas Civil Practice and Remedies Code Ch. 12.
4. The non-breaching Party may terminate this Contract upon written notice if the other Party is in material breach of this Contractt and fails to cure such breach within thirty (30) days after the non-breaching Party provides written notice of the breach.
5. Proceeding under this Contract, filing suit for foreclosure or pursuing any other remedy will not constitute an election of remedies. The suit shall be filed in a state or federal court located in Denton County, Texas.
6. When signed by Owner and a representative of Contractor, this Contract shall bind, insure to the benefit of, and be exercised by successors in interest of all parties.

I have received, read, understand and agree to all contract terms and conditions.

Owner's Signature _____	Date _____
"NOTICE OF CANCELLATION"	
Date of Transaction _____	No later than Midnight of: _____
You may cancel this transaction, without any penalty or obligation, within three business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 working days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantially good condition as when received, any goods delivered to you under this contract for sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 working days of the date of your cancellation you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to: I hereby cancel this transaction: (Date) _____ ATD CONCRETE COATINGS 616 E Avenue J Grand Prairie, TX, 75050	
_____ Buyer's signature	



TOWN COUNCIL AGENDA J.4. CONSENT ITEM(S)

DATE: March 20, 2023
FROM: Blake Hummel, Senior Project Engineer
ITEM: **Consider approval of Condition Assessment and Analysis Services for the existing sanitary sewer main related to the Lower Timber Interceptor Rehabilitation (Paisley Drive to Rockcreek Court) project, to Insituform Technologies, LLC., utilizing The Local Government Purchasing Cooperative Contract #635-21, administered through BuyBoard, in the amount of \$56,996.25.**

BACKGROUND: The BuyBoard Proposal currently being presented is the initial phase of the Lower Timber Interceptor Rehabilitation (Paisley Drive to Rockcreek Court) project which consists of performing Closed-Circuit TV and cleaning of the full length of 8-inch, 27-inch, 30-inch and 36-inch sanitary sewer main, approximately 4,440 linear-foot, between Paisley Drive and Rockcreek Court. The data obtained from the Closed-Circuit TV will assist in generating a condition assessment for sections of the existing sanitary sewer main that are unable to be properly inspected by the Town's Public Works department due to limited access, obstructions, and tuberculation. The Closed-Circuit TV inspection will be performed to video and document current conditions and any unknown sanitary sewer service connections. All crews performing the cleaning and inspection will be NASSCO PACP (National Association of Sewer Service Companies Pipeline Assessment Certification Program) certified.

The services Insituform Technologies, LLC is providing will help improve the understanding of the existing condition of the sanitary sewer main and allow for a more accurate design proposal to be created for the upcoming rehabilitation project later this fiscal year.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: A decision not to approve the BuyBoard Proposal for cleaning & Closed-Circuit TV viewing of the existing sanitary sewer main would remove the Town staff's ability to verify current condition and service line connections. Establishing an accurate understanding of the existing condition of the sanitary sewer main is needed to ensure all components required for the rehabilitation are incorporated into the project.

FISCAL IMPACT: \$56,996.25

Proposed Expenditure/(Revenue)
\$56,996.25

Account Number(s):
630-970-98932-6180

LEGAL REVIEW: Cara Leahy White, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has previously reviewed the identical language used for the BuyBoard Proposal as to form and legality with the Timber Creek Trunk Line (Morriss Road to Rawlings Street) project approved by Town Council on April 20, 2020.

ATTACHMENTS:

1. Insituform - BuyBoard Proposal
2. Form 1295 (Internal Use)

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

March 2, 2023

SF#: SO-00104950

Mr. Blake Hummel, PE
Town of Flower Mound
2121 Cross Timbers Rd
Flower Mound, TX 75028-1820

Buyboard Proposal

Project Name: **Town of Flower Mound, TX – Lower Timber Interceptor Rehabilitation (Paisley Drive to Rockcreek Court)
8"-36" Clean & CCTV Sanitary Sewer**

INSITUFORM TECHNOLOGIES, LLC herein proposes to furnish all labor, materials, equipment, and services necessary to complete the referenced project (as detailed by the Town of Flower Mound) utilizing The Local Government Purchasing Cooperative Contract #635-21 administered through the BuyBoard.

ASSUMPTIONS AND QUALIFICATIONS

This pricing is based on the best available information at the time of this proposal. It is understood that the work to be completed in this proposal will include cleaning the lines by removing all loose debris, completing TV assessments, and provide video where TV is completed to assist with sewer condition assessment.

Water shall be provided at no cost to Insituform Technologies, LLC for all construction phases of this project. Insituform Technologies, LLC will follow all required deposit, backflow prevention, and metering procedures.

Cleaning crews will be NASSCO PACP compliant (Pipeline Assessment and Certification Program) version 6.0 or greater.

The Town of Flower Mound will provide coordination with property owners for access to all manholes, permits, tax-exempt certificate, and disposal site for debris. Should any point repairs, partial collapses, or traffic control beyond residential cones or single lane closure with arrow boards be identified, then those services will be provided by alternate price as agreed upon prior to completing the work.

The pricing in this proposal assumes that all Technical Specifications set forth by the BuyBoard will be strictly adhered to. Any changes to these specifications must be noted and agreed upon by both parties prior to finalizing the proposal pricing.

Special:

- 1. No bonding is included in the pricing. Allow an additional 1.5% if necessary.**
- 2. Quantities below are estimated only. Actual quantities will be billed.**

PROPOSAL TERMS AND CONDITIONS

Terms and Conditions from the Texas Statewide Cooperative Purchasing Contract are available upon request from the BuyBoard. Any changes to these conditions must be noted and agreed upon by both parties.

PROPOSAL PRICING**Town of Flower Mound Lower Timber Interceptor Rehabilitation (Paisley Drive to Rockcreek Court) Clean & TV**

PAY ITEM NO.	DESCRIPTION	APPROX. QUANTITY	U/M	UNIT PRICE	ESTIMATED AMOUNT
1	Mobilization	1	EA	\$4,950.00	\$4,950.00
2	Clean and TV 8" Sanitary Sewer	475	LF	\$5.50	\$2,612.50
3	Clean and TV 27" Sanitary Sewer	2,850	LF	\$10.00	\$28,500.00
4	Clean and TV 30" Sanitary Sewer	255	LF	\$11.25	\$2,868.75
5	Clean and TV 36" Sanitary Sewer	860	LF	\$12.75	\$10,965.00
6	Tuberculation Removal in 36" (if needed)	1,800	IN-DIA/LF	\$2.00	\$3,600.00
7	Internal Obstruction Removal	5	EA	\$400.00	\$2,000.00
8	Traffic Control	2	DAY	\$500.00	\$1,000.00
9	Arrowboard (Per Arrowboard)	2	DAY	\$250.00	\$500.00
TOTAL					\$56,996.25

PROPOSAL INCLUSIONS

The prices stated in this proposal include:

1. Mobilizations and demobilization.
2. Residential street traffic control as needed with cones.
3. Removal of normal loose debris and deposits. Obstructions that can be removed internally via other means will be billed separately at the price listed above.
4. Residential traffic control with cones and single lane closure with arrow boards on Flower Mound Rd if necessary.
5. Confined space safe entry practices.
6. Certificate of insurance with a standard coverage.

PROPOSAL EXCLUSIONS

Not included in the prices stated in this estimate are costs associated with the items listed below. These items, if needed or found to be applicable, would be provided by **INSITUFORM TECHNOLOGIES, LLC** at your additional cost; or would be furnished by others, at your direction, at no cost to **INSITUFORM TECHNOLOGIES, LLC**:

- a) Project permits and/or local licenses.
- b) TXDOT traffic control plan.
- c) State and local sales and/or use taxes on the value of the project. If you are exempt, please submit the appropriate documentation.
- d) Additional premiums for special insurance coverage(s) demanded by you or other parties particular to this project.
- e) Performance and Payment Bond not included. This is available upon request, but if required please add 1.5% to the total project cost.
- f) If any hazardous or toxic materials are encountered during the project, the Owner will be responsible for the removal and disposal of the materials.

PROPOSAL TERMS AND CONDITIONS

- a) LIMITED WARRANTY. IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONTRACTOR AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY CONTRACTOR WHICH ARE BROUGHT TO THE ATTENTION OF CONTRACTOR WITHIN ONE YEAR FOLLOWING COMPLETION OF CONTRACTOR'S WORK, PROVIDED OWNER AFFORDS CONTRACTOR SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.
- b) CONSEQUENTIAL DAMAGES arising out of this contract shall be limited to 1.5 times the contract value or \$85,500.
- c) PROPOSAL SUBJECT TO NEGOTIATION OF OTHER STANDARD TERMS OF AGREEMENT. This proposal is subject to agreement of the parties on other terms and conditions as are customary in contracts of this nature.
- d) Quantities are estimated. Unit prices apply for actual invoice and payment.
- e) Payments are due at net within thirty days of invoice. Final payment is due within thirty days of completion of project.
- f) Monthly progress partial payments may be requested for the value of work in progress or completed, including materials secured and on site.
- g) Prices stated are in effect for sixty days from the date of this proposal. The acceptance period may be extended at the sole option of **INSITUFORM TECHNOLOGIES, LLC**.

OFFERED BY:

INSITUFORM TECHNOLOGIES, LLC

Timothy R. Peterie

TIMOTHY R. PETERIE
BUSINESS DEVELOPMENT MANAGER

REVIEWED BY:
ANDY OZMENT
AREA MANAGER

cc: Ben Hawkins (PM)

If you initiate a purchase order or other document, it will not be acknowledged without this proposal being referenced or as an attachment.



TOWN COUNCIL AGENDA J.5. CONSENT ITEM(S)

DATE: March 20, 2023
FROM: Clay Riggs, Dir of Public Works
ITEM: **Consider approval of the annual purchase contract for flex base material from Big City Crushed Concrete, through a City of Lewisville contract (22-31-A) for an estimated annual amount of \$55,000.00.**

BACKGROUND: This item is for the annual purchase of flex base material used by the Public Works Department for street maintenance and repairs, using the City of Lewisville's contract (22-31-A) with Big City Crushed Concrete, for an estimated annual expenditure of \$55,000.00. The current contract term expires on 4/21/2023 and there are two (2) one-year renewal options that could extend the contract through 4/22/2025. The City of Lewisville has elected to extend the current contract one more year. The contract extension will begin 4/21/2023 and will expire 4/22/2024. We intend to continue utilizing the contract into 2025 if renewed by the City of Lewisville.

Local governments are authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791, to enter into joint contracts and agreements for the performance of governmental functions and services, including administrative functions normally associated with the operation of government (such as purchasing necessary materials and equipment). The Town of Flower Mound and the City of Lewisville entered into an interlocal agreement effective May 15, 2000, and the agreement remains in effect until terminated by either party with thirty (30) days written notice to the other party.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES: N/A

FISCAL IMPACT: \$55,000

Proposed Expenditure/(Revenue)
\$55,000

Account Number(s):
100-690-92240-4303

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Notice of Renewal - 2022
2. Contract Renewal

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



NOTICE OF AWARD

April 11, 2022

Big City Crushed Concrete
Attn: Josh Hylkema
PO Box 29816
Dallas, TX 75229

Re: Type D, Grade 1 Flex Base Material
Bid #22-31-A

To Whom it May Concern:

The City of Lewisville accepts your offer to provide Type D, Grade 1 Flex Base Material for the above referenced bid. The term of the contract will be twelve (12) months, with the option to extend up to two (2) additional twelve (12) month periods, subject to the approval of the supplier and the City.

The contract dates are as follows:

Begin: April 22, 2022
Expire: April 21, 2023

Thank you for your interest in doing business with the City of Lewisville.

Janine Carpenter

Janine Carpenter
Buyer
City of Lewisville
P.O. Box 299002
Lewisville, TX 75029-9002
Phone: 972-219-3766
Fax: 972-219-3414
jcarpenter@cityoflewisville.com

Please sign and return this letter via email as acknowledgment of the contract.

Big City Crushed Concrete
Company Name

[Signature]
Authorized Signature

Josh Hylkema
Print Name

04/12/2022
Date

Responses

Success: All data is valid!

							Numeric
Status	Bid/No Bid Decision	#	Item Name	Quantity Required	UOM	Unit Price	Total Cost
Success: All values provided	Bid	#0-1	Type D, Grade 1 Flex Base Material - F.O.B. Steven L. Bacchus Public Services Center, 1100 N. Kealy Avenue, Lewisville, TX 75057	25	TON	\$ 12.00	\$ 300.00
Success: All values provided	Bid	#0-2	Type D, Grade 1 Flex Base Material - F.O.B. Plant	1500	TON	\$ 12.00	\$ 18,000.00

**CITY OF LEWISVILLE
COOPERATIVE PURCHASING AGREEMENT**

Several Governmental entities around the City of Lewisville have indicated an interest in being included in this contract. Should these Governmental Entities decide to participate in this contract, would you, (the vendor) agree that all terms conditions, specifications, and pricing would apply?

_____ ☒ YES _____ ☐ NO

- (a) If you (the Vendor) checked yes, the following will apply.
- (b) Governmental Entities utilizing Internal-Governmental contracts with the City of Lewisville will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other than the City of Lewisville will be billed directly to that Governmental Entity and paid by that Governmental Entity. City of Lewisville will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material/service as needed.

BID INVITATION NO:	22-31-A
COMMODITY:	Type D Grade 1Flox Base Material

FIRM NAME: Big City Crushed Concrete

SIGNATURE OF PERSON AUTHORIZED TO SIGN BID:

 DATE 07/26/2022

SIGNER'S NAME AND TITLE:

Josh Hylkema Manager
(Please print or type)

CITY OF LEWISVILLE
PURCHASING DIVISION

EXCEPTIONS

Bid 22-31-A

On the lines below, please list any exceptions taken to this bid invitation

ITEM #	DESCRIPTION

Signature: _____

Company: _____

Date: _____

No exceptions taken to this bid invitation.

Signature: 

Company: Big City Crushed Concrete

Date: 03/29/2022

TQD GROUP, Inc.
2030 Century Center Blvd., Ste. D
Irving, Texas 75062
Office (972) 579-1465
Fax (972) 579-1835

**MATERIAL ANALYSIS
REPORT**

PROJECT: Lewisville Plant

Date Reported: 03/17/22

CLIENT: Big City Crushed Concrete

Report No: 22-0138

MATERIAL: Flexible Base Stockpile (LP)

Sample Date: 03/14/22

Split Sample: No

Sampled by: Tibbs

Wet Sieve Analysis
(ITEM 247 Grade 1 - 2 Type D)

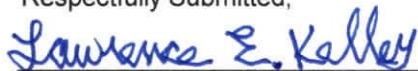
Sieve Size	Percent Retained	Percent Retained Required
2 1/2	0	0
1 3/4"	0	0 - 10
7/8"	25.0	10 - 35
3/8"	50.2	30 - 65
No. 4	62.0	45 - 75
No. 40	84.0	65 - 90

Atterberg Limits (TEX 104E, 105E, 106E, 107E)

Liquid Limit, % Max. 40	20
Plastic Limit,	19
Plasticity Index, Max 10	1

TQD Group Representative: Bernard Tibbs

Respectfully Submitted,



Lawrence E. Kelley, P.E.

This report represents only the materials tested and may or may not be representative of identical or similar materials. This report shall not be reproduced except in its entirety and with the express written permission of TQD Group, Inc.

Big City Crushed Concrete Reference List

City of Irving

845 West Irving Blvd.
Irving, TX 75060
Purchasing Agent
Rashmi Kulkarni

rkulkarni@cityofirving.org

O# 972-721-3756

F# 972-721-2733

Flex Base Delivered

09/30/2020-09/30/2022

City of Dallas

Procurement
1500 Marilla
Dallas, TX 75201
Senior Buyer

Adenia Clark

adenia.clark@dallascityhall.com

Buyer III

Robert Pickett

robert.pickett@dallascityhall.com

O# 214-670-3413

Flex Base Delivered

09/13/2020-09/13/2023

City of Grand Prairie

Purchasing Division
326 W Main Street
Grand Prairie, TX 75050

Angie Mize

amize@pgtx.org

O# 972-237-8262

F# 972-237-8265

Flex Base Delivered

06/30/2021-06/30/2022

Kaufman County

100 N Washington
Kaufman, TX 75142
Precinct #4
Barry Carter

Supervisor

972-877-4088

**Flex Base & Crushed Asphalt
delivered**

12/31/19-09/30/2023

Hunt County

2507 Lee Street
Greenville, TX 75401
Precinct #1

Eric Evans

Commissioner

903-408-4195

Flex Base & Crushed Asphalt delivered

02/12/21-02/12/2023

Supply Type D Flex Base TDXOT Item 247 Grade 1-2 and Crushed Asphalt

**CITY OF LEWISVILLE
PURCHASING DIVISION**

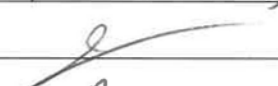
STATE RECIPROCAL REQUIREMENT

The City of Lewisville, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works projects or purchases of supplies, materials, or equipment to a non-resident bidder unless the non-resident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder to obtain a comparable contract in the state in which the non-resident's principal place of business is located (Section 2252.002 of the Government Code). Bidder shall answer all the following questions by encircling the appropriate response or completing the blank provided.

1. Where is your principal place of business? Dallas, TX
2. Only if your principal place of business is not in the state of Texas, please indicate:
 - A. In which state is your principal place of business located? _____
 - B. Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage? ☐ YES ☐ NO
 - C. If "YES", what is that dollar increment or percentage? _____

NON-COLLUSION STATEMENT

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firms, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employer or agent to any other person engaged in this type of business prior to the official opening of this bid.

Vendor:	<u>Big City Crushed Concrete</u>		
Address:	<u>Po Box 29816</u>		
City, State, Zip:	<u>Dallas, TX 75229</u>		
Phone:	<u>972-243-5820</u>		
Email:	<u>josh@bccc1p.com</u>		
Bidder (Print Name):	<u>Josh Hylkema</u>		
Bidder Signature:			
Job Title:	<u>Manager</u>		
Signature of company official authorizing this bid:			
Company Official (Print name):	<u>Josh Hylkema</u>		
Job Title:	<u>Manager</u>		



Lewisville 2025 - Sustainability

Lewisville City Council unanimously adopted the Lewisville 2025 plan on July 14, 2014. The plan was developed after more than a year of public input and discussion that garnered hundreds of ideas and suggestions. That input was studied extensively by the Lewisville 2025 Steering Committee, City staff and professional consultants and formulated into the Lewisville 2025 plan. The plan provides a clear shared vision for the kind of community Lewisville wants to be when it turns 100 years old in 2025: a place that people choose to live, work and visit.

Lewisville 2025 identifies nine “Big Moves” to guide the community’s efforts toward being a thriving, desirable community. One of these Big Moves is sustainability. Lewisville defines sustainability in this way:

Limited resources, such as land, water, energy, clean air, natural assets, and public funds are used efficiently to provide a desirable quality of life and business climate today without reducing Lewisville’s ability to provide the desired quality of life and business climate for success of future generations.

The Purchasing Division’s goal is to support and encourage sustainable management practices through the purchase and use of materials, products and services that demonstrate environmental stewardship as well as fiscal and social responsibility. To that end, Lewisville will consider environmental factors such as but not limited to, recycled content, product life cycle, waste reduction, energy efficiency, toxicity, water consumption, and human health impacts when making purchasing recommendations. To assist City staff with evaluating these factors, prospective vendors may be required to provide specific information about their products and services that addresses environmental impacts.

Does Product or Service:	Yes	No	Details
Reduce energy consumption	✓		Our crusher run on electricity – not diesel
Reduce toxicity, including emissions			
Reduce waste	✓		Concrete is not dumped in landfill
Contain recyclable materials	✓		100% Recycled Concrete Rubble
Reduce water consumption			
List other environmental impacts			

Attach supporting documentation if needed

**CITY OF LEWISVILLE
PURCHASING DIVISION**

ADDITIONAL TERMS

ANTI-LOBBYING PROVISION

During the period between proposal / sealed bid submission date and the contract award, proposers, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City of Lewisville City Council or City staff except during City-Sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

This provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential offerors, assure that contract decisions are made in public, and to protect the integrity of the RFP / Bid Evaluation process. Violation of this provision may result in rejection of the offeror's proposal.

LAWS AND ORDINANCES

Laws and Ordinances: The Contractor shall always observe and comply with all Federal, State and local laws, ordinances and regulations which in any manner affect the Contract or the work and shall indemnify and save harmless the City against any claim arising from the violation of any such laws, ordinances and regulations whether by the Contractor or his employees.

PROTECTION OF RESIDENT WORKERS

Protection of Resident Workers: The City of Lewisville actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor and its Subcontractors shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit Contractor's or Subcontractor's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services or manufacturing products under the Contract Documents. The audit will be at the City's expense.

IMMIGRATION REFORM AND CONTROL ACT

Immigration Reform and Control Act (8 U.S.C. §1324a): The City of Lewisville supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Contractor shall submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that it has not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Contractor shall ensure that its Subcontractors submit a declaration signed under penalty of perjury of the laws of the State of

Texas stating that they have not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Contractor and its Subcontractors shall at all times during the term of the contract with the City comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a violation of IRCA. The City may terminate a contract with the Contractor if the City determines that (a) the Contractor or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Contractor fails to ensure that its Subcontractors submit the aforementioned declaration; or (c) the Contractor or its Subcontractors fail to timely notify the City of an IRCA violation.

Big City Coastal Concrete
Contractor Name

[Signature]
Authorized Signature

03/28/2022
Date



LEWISVILLE

Deep Roots. Broad Wings. Bright Future.

NOTICE OF RENEWAL

February 21, 2023

Big City Crushed Concrete
PO Box 29816
Dallas, Texas 75229
Attn: Josh Hylkema

Re: Annual Contract for Type D, Grade 1 Flex Base Material
Bid #22-31-A

To Whom It May Concern,

The City of Lewisville would like to exercise the first option to renew the Type D, Grade 1 Flex Base Material contract referenced above. The term of the contract is twelve (12) months, subject to the same pricing, terms, and conditions as the original bid.

The renewal contract dates are as follows:

Begin: April 21, 2023
Expire: April 22, 2024

Thank you for your interest in doing business with the City of Lewisville,

Kristi Byrd

Kristi Byrd
Contract Specialist
City of Lewisville
P.O. Box 299002
Lewisville, TX 75029-9002
Phone: (972) 219-3764
Fax: (972) 219-3414
kbyrd@cityoflewisville.com

Please sign and return this letter via email as your acknowledgment of the contract.

Big City Crushed Concrete
Company Name

[Signature]
Authorized Signature

Josh Hylkema
Print Name

03/01/2023
Date



TOWN COUNCIL AGENDA J.6. CONSENT ITEM(S)

DATE: March 20, 2023
FROM: Robert Pegg, Assistant Director of Engineering
ITEM: **Consider approval of a Development Agreement with Toll Southwest LLC., for a 1.739 acre privately maintained and publicly accessible park and for Park Development fees associated with the Dixon Estates residential development; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: Dixon Estates came before the Parks Board on [October 7, 2021](#). The Parks Board recommended approval for a privately maintained and publicly accessible park, and park development fees in the amount of \$70,788.00 for the Dixon Estates residential development. The Park will be owned and maintained by the homeowner's association and be overlaid with a public access easement.

On [November 8, 2021](#), Staff brought forward the zoning request (Z21-0003) to the Planning and Zoning Commission and on [November 15, 2021](#) the zoning request was brought before Town Council. Planning and Zoning moved to recommend approval and the motion passed by a vote of 6 to 0. Town Council moved to recommend approval and the motion passed by a vote of 5 to 0

BOARD REVIEW/CITIZEN FEEDBACK: The Parks Board recommended approval for a privately maintained and publicly accessible park and park development fees in the amount of \$70,788.00 for the Dixon Estates residential development by a vote of 6 to 0 at its [October 7, 2021](#) meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A
N/A

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

ATTACHMENTS:

1. Development Agreement
2. Form 1295 (Internal Use)

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

DEVELOPMENT AGREEMENT FOR DIXON ESTATES

THIS DEVELOPMENT AGREEMENT FOR DIXON ESTATES ("Agreement") is made and entered into this 20 day of March, 2023, by and between the Town of Flower Mound, Texas ("**Town**"), and Toll Southwest LLC, a Delaware limited liability company ("**Developer**"). Town and Developer are each referred to herein as a "**Party**" and collectively, as the "**Parties**."

WITNESSETH:

WHEREAS, Developer proposes to develop roughly fifty-one (51) single-family dwelling units (the "**Project**") on property encompassing approximately 26.967 acres in Flower Mound, Texas, generally located south of Dixon Lane and east of Windridge Lane, as more particularly described in **Exhibit A** attached hereto and incorporated herein by reference (the "**Property**"); and,

WHEREAS, the Town Council approved a Development Plan (DP21-0004 – Dixon Park) for the Project on November 15, 2021; and,

WHEREAS, said development plan contains a 1.739-acre area planned to be used for a publicly accessible and privately maintained park; and,

WHEREAS, in accordance with the Park Regulations (defined herein), Developer is required to dedicate to Town 3.36 acres of park space per 100 dwelling units within the Project, pay fees in lieu of such dedication or portion thereof, or provide privately maintained and publicly accessible open space in lieu of such fee and/or dedication; and,

WHEREAS, at the October 7, 2021 Parks Board meeting, Developer agreed to provide and the Parks Board approved a publicly accessible and privately maintained park, as further described herein, and payment of park development fees in the amount of \$70,788.00; and,

WHEREAS, Developer has agreed to coordinate with Town on the construction of Park Improvements (defined herein) on a portion of the Property more particularly described as Lot 1X, Block C, Dixon Estates, as shown on **Exhibit B** attached hereto and incorporated herein, and,

WHEREAS, the Town and Developer wish to address various development issues related to the Project, including without limitation the park land dedication and development requirements as more specifically described herein; and,

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

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

1. **Project Subject to Town Ordinances.** The Project, or any portion thereof, at all times shall be developed and constructed in accordance with all applicable Town ordinances related to the Project (subject to state law), and shall be subject to said ordinances, as such now exist or may hereafter be amended and/or approved by the Town. Unless otherwise expressly stipulated in this Agreement, nothing herein shall relieve Developer from its responsibilities for the construction of public improvements under applicable development ordinances of the Town.

2. **Park Dedication and Fee in Lieu.** In full satisfaction of Developer's obligations under The Flower Mound Code of Ordinances, Subpart B – "Land Development Regulations," Chapter 90, "Subdivisions," Article VI, "Standards," Division 8, "Parks and Recreational Areas," as amended ("Park Regulations") to dedicate park land, Developer shall convey to a mandatory homeowners association approximately 1.165 acres of land (together with the 0.286 acre on-street parking access area and 0.287 landscape parkway for a total of 1.738 acres as shown on **Exhibit B**, the "**Park**") in the location generally labeled as "Lot 1X, Block C" on **Exhibit B** (including any Park Improvements (as defined herein) constructed or installed by or on behalf of Developer pursuant to Section 5 of this Agreement) to be dedicated as a public access easement on the final plat for the Property (the "Park Dedication"). The Park Dedication shall be the only park land dedication required by the Town for development of the Project and shall fully satisfy Developer's park land dedication and fee-in-lieu requirements under the Park Regulations. The Park Dedication shall be owned by the HOA and the Park shall be maintained by the HOA as provided in Section 4 of this Agreement.

3. **Park Development Fees.** The Parties agree that the total park development fees to be assessed for the Property and the Project under Section 90-446 of the Park Regulations is \$70,788.00 (\$1,388.00 per unit) ("Park Development Fee"). The Park Development Fee shall be provided by Developer to the Town prior to acceptance by the Town of public improvements, if any, for the final phase of development of the Project.

4. **Park Maintenance.** A mandatory homeowners association (the "HOA") shall be established for the Property and shall be responsible for perpetually maintaining the Park in accordance with the covenants, conditions and restrictions establishing and creating the HOA. The Park Dedication on the final plat shall indicate that it is owned and maintained by the HOA and is also dedicated for access and use by residents of the Town and by the HOA as contemplated herein. The covenants, conditions, and restrictions establishing and creating the HOA shall provide that the lot owners within the Property shall, individually or collectively through the HOA, be responsible for the maintenance of the Park and any costs associated therewith, including any fees, charges, or fines assessed pursuant to the Flower Mound Code of Ordinances, Subpart A, Chapter 14, Article XIII or Chapter 34, Article II, as applicable, in the event the HOA fails to maintain the Park.

5. **Park Improvements.** Developer agrees to and shall improve the Park substantially in accordance with **Exhibit C** ("Park Improvements"). The Park Improvements shall be constructed and completed before the acceptance by the Town of the public infrastructure for the final phase of development of the Project, as applicable.

All improvements referenced herein shall be in general conformance with those shown on **Exhibit C**, including but not limited to, materials used, types of equipment, and construction details and specifications, as applicable. Developer also agrees that all such improvements shall meet or exceed current Town standards.

6. Indemnity. Developer agrees to indemnify, hold harmless, and defend the Town and its officers, agents, and employees from any and all claims, including, but not limited to, claims for pecuniary damages, attorney's fees, court costs, judgments, real and personal property damage, personal injury, and death, arising out of Developer's performance of this Agreement; provided that the foregoing shall not apply to any liability resulting from the gross negligence or willful misconduct of the Town, its officers, agents, or employees, and in the event of any such gross negligence or willful misconduct of the Town, its officers, agents, or employees, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas. This indemnity provision shall survive the termination of this Agreement.

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

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

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

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

If to Developer: Toll Southwest LLC
c/o Toll Brothers
2555 SW Grapevine Parkway, Suite 100
Grapevine, Texas 76051
Attn: Mike Boswell, Vice President, Land Development
mboswell@tollbrothers.com

with a copy to: Winstead PC

500 Winstead Building
2728 N. Harwood Street
Dallas, Texas 75201
Attn: Laura Hoffmann
lhoffmann@winstead.com

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

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

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

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

14. Binding Obligation. This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Developer to same. Further, this Agreement is and shall be binding upon Developer, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest in the Property now or in the future with the exception of the purchaser of a Fully Improved Lot.

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

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

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

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

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

20. **Force Majeure.** It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; strike, inclement weather; shortages or unavailability of labor, supplies, or materials; incidence of disease or other illness that reaches

outbreak, epidemic, or pandemic proportions; other causes affecting the area in which the Property is located; or other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the Party so obligated or permitted shall notify the other Party and be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement and any applicable completion deadline shall be extended for a period of time equal to the period such Party was delayed.

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

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

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

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

- Exhibit A** Metes and Bounds Description of the Property
- Exhibit B** Map depicting the approximate location of the Park
- Exhibit C** Park Improvements

[Signature Pages Follow.]

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: _____
Derek France
Mayor, Town of Flower Mound

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on this the ____ day of _____, 2023 by Derek France, Mayor of the Town of Flower Mound, Texas, on behalf of the Town of Flower Mound, Texas.

Notary Public, State of Texas

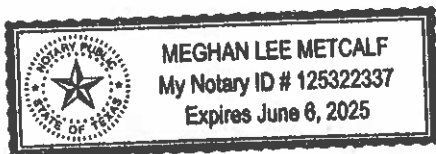
DEVELOPER:

Toll Southwest LLC,
a Delaware limited liability company

By: 
David M. "Mike" Boswell,
Vice President of Land Development

STATE OF TEXAS §
 §
COUNTY OF Tarrant §

This instrument was acknowledged before me on this the 3 day of March, 2023 by David M. "Mike" Boswell, Vice President of Land Development, of Toll Southwest LLC, a Delaware limited liability company, on behalf of said limited liability company.



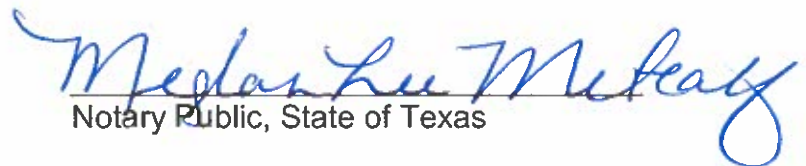

Notary Public, State of Texas

EXHIBIT A

Description of the Property

(see attached)

PROJECT NO. 210015
DIXON/SMARTT TRACT
29.967 ACRES



BEING A TRACT OF LAND LOCATED IN THE EDWIN MARSH SURVEY, ABSTRACT NO.834, TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS AND BEING ALL OF LOTS 1 AND 2 OF DIXON ESTATES, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET L, SLIDE 287, PLAT RECORDS, DENTON COUNTY, TEXAS (P.R.D.C.T.) AND BEING ALL OF A TRACT OF LAND DESCRIBED IN DEED TO JAMES AND REBECCA SMARTT REVOCABLE TRUST, RECORDED IN INSTRUMENT NO. 2020-45967, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS (O.P.R.D.C.T.) AND BEING A PART OF A TRACT OF LAND DESCRIBED IN DEED TO JAMES R. SMARTT AND WIFE, REBECCA SMARTT, RECORDED IN INSTRUMENT NO. 2010-57463, O.P.R.D.C.T. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET IN THE SOUTH RIGHT-OF-WAY LINE OF DIXON LANE, A VARIABLE WIDTH RIGHT-OF-WAY, AND THE WEST LINE OF LAKEMONT ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET R, SLIDE 327, P.R.D.C.T. AT THE NORTHEAST CORNER OF SAID LOT 2;

THENCE SOUTH 00°28'35" EAST, LEAVING SAID SOUTH RIGHT-OF-WAY LINE AND ALONG THE COMMON LINE OF SAID DIXON ESTATES AND SAID LAKEMONT ADDITION, PASSING AT A DISTANCE OF 24.26 FEET A 1/2-INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF LOT 2 OF SAID LAKEMONT ADDITION, AND CONTINUING FOR A TOTAL DISTANCE OF 2,065.59 FEET TO A 1/2 INCH IRON ROD FOUND IN THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN DEED TO JOHN W. LEININGER AND SHARON L. LEININGER, RECORDED IN INSTRUMENT NO. 2013-128919, O.P.R.D.C.T. AT THE SOUTH COMMON CORNER OF SAID DIXON ESTATES AND SAID LAKEMONT ADDITION;

THENCE NORTH 89°54'34" WEST, ALONG THE SOUTH LINE OF SAID DIXON ESTATES, A DISTANCE OF 35.56 FEET TO A 1/2-INCH IRON ROD WITH A CAP (ILLEGIBLE) FOUND AT THE NORTH COMMON CORNER OF SAID SMARTT REVOCABLE TRUST TRACT AND SAID LEININGER TRACT;

THENCE SOUTH 00°19'00" EAST, ALONG THE COMMON LINE OF SAID SMARTT REVOCABLE TRUST TRACT AND SAID LEININGER TRACT, PASSING A 1/2-INCH IRON PIPE FOUND AT A DISTANCE OF 506.72 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 536.74 FEET TO A MAG NAIL SET IN WAKETON ROAD, A VARIABLE WIDTH RIGHT-OF-WAY, AT THE SOUTH COMMON CORNER OF SAID SMARTT REVOCABLE TRUST TRACT AND SAID LEININGER TRACT;

THENCE NORTH 89°50'09" WEST, ALONG SAID WAKETON ROAD AND THE SOUTH LINE OF SAID SMARTT TRACTS, A DISTANCE OF 232.26 FEET TO A MAG NAIL SET AT THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO MAKAYA, LLC, RECORDED IN INSTRUMENT NO. 2013-122104, O.P.R.D.C.T., FROM WHICH A 1/2-INCH IRON ROD FOUND IN THE WEST LINE OF SAID MAKAYA TRACT AT THE SOUTHEAST CORNER OF LOT 1, BLOCK A OF WEBER ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET R, SLIDE 230, P.R.D.C.T. BEARS NORTH 81°10'39" WEST, A DISTANCE OF 199.28 FEET;

THENCE NORTH 00°04'44" WEST, LEAVING SAID WAKETON ROAD AND ALONG THE EAST LINE OF SAID MAKAYA TRACT, A DISTANCE OF 536.43 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET IN THE SOUTH LINE OF SAID DIXON ESTATES AT THE NORTHEAST CORNER OF SAID MAKAYA TRACT;

THENCE NORTH 89°54'34" WEST, ALONG THE SOUTH LINE OF SAID DIXON ESTATES, A DISTANCE OF 242.42 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET AT THE SOUTH COMMON CORNER OF SAID DIXON ESTATES AND WINDRIDGE ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET E, SLIDE 74, P.R.D.C.T., FROM WHICH AN AXLE FOUND BEARS SOUTH 07°24'09" EAST, A DISTANCE OF 0.62 FEET;

THENCE NORTH 00°37'05" WEST, ALONG THE EAST LINE OF SAID WINDRIDGE ADDITION, A DISTANCE OF 757.24 FEET TO A 1/2-INCH IRON ROD FOUND AT THE SOUTH EAST CORNER OF JERRY THRELKELD ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET B, SLIDE 53, P.R.D.C.T.;



THENCE NORTH 00°23'42" WEST, A DISTANCE OF 296.97 FEET TO A 1/2-INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID JERRY THRELKELD ADDITION AND THE SOUTHEAST CORNER OF LOT 4R, BLOCK A OF THE REPLAT OF LOT 4R, BLOCK A OF WINDRIDGE ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET I, SLIDE 205, P.R.D.C.T.;

THENCE NORTH 00°23'20" WEST, ALONG THE EAST LINE OF SAID WINDRIDGE ADDITION, A DISTANCE OF 1,009.32 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET IN SAID SOUTH RIGHT-OF-WAY LINE OF DIXON LANE AND THE EAST LINE OF LOT 1R, BLOCK A OF THE REPLAT LOT 1, BLOCK A AND LOT 1, BLOCK B, WINDRIDGE ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET H, SLIDE 31, P.R.D.C.T. AT THE NORTHWEST CORNER OF SAID LOT 1 OF DIXON ESTATES;

THENCE NORTH 89°51'27" EAST, LEAVING THE EAST LINE OF SAID WINDRIDGE ADDITION AND ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 507.90 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,174,679 SQUARE FEET OR 26.967 ACRES OF LAND, MORE OR LESS.

BASIS OF BEARINGS IS THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH CENTRAL ZONE (4202) AS DERIVED FROM GPS OBSERVATIONS. ALL AREAS AND DISTANCES ARE SURFACE MEASUREMENTS.

A handwritten signature in black ink, appearing to read 'Shropshire', written over a horizontal line.

SEAN SHROPSHIRE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5674
TBPES FIRM REGISTRATION NO. 10194367
MAY 6, 2021



EXHIBIT B

Map Depicting the Approximate Location of the Park

(see attached)

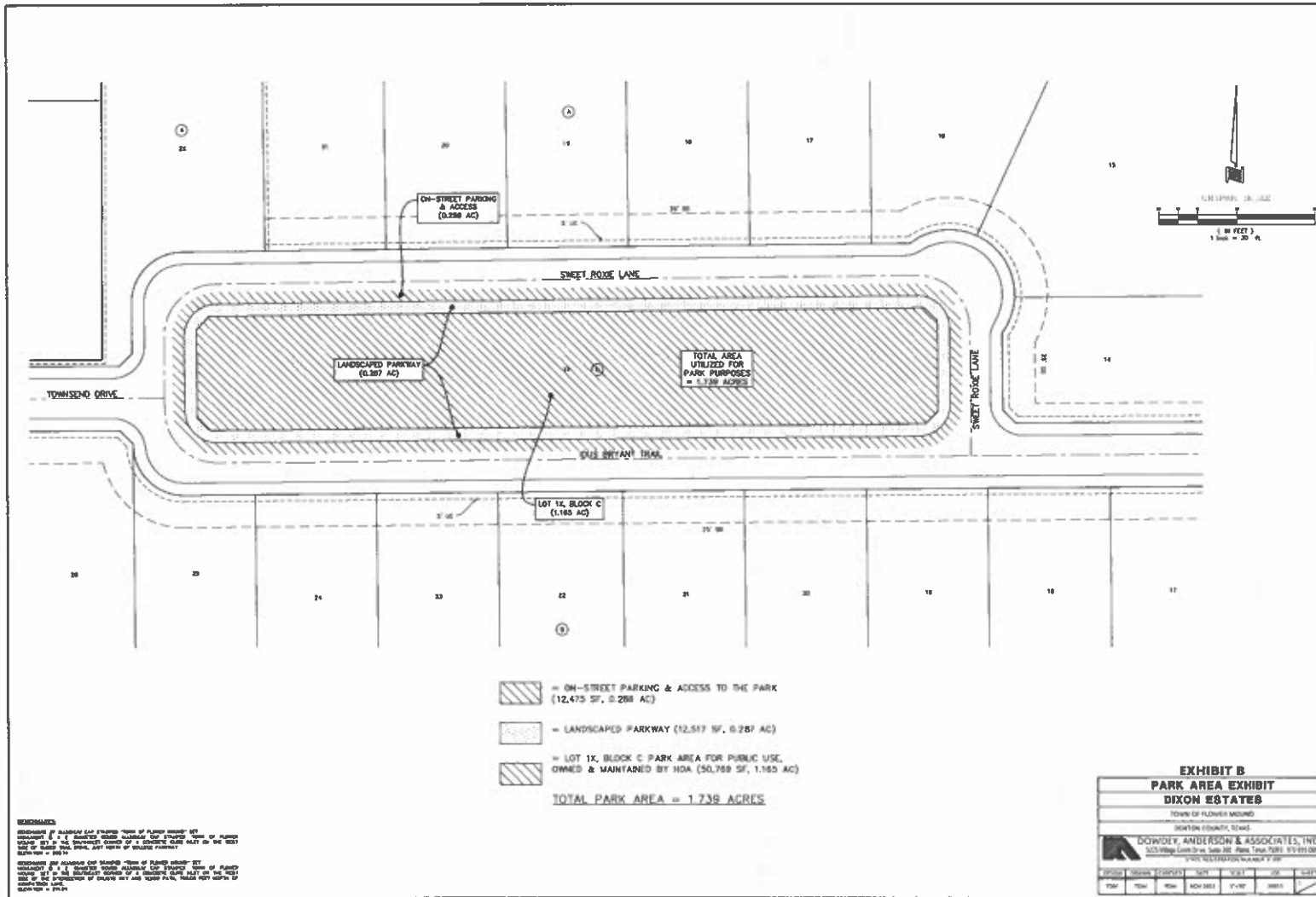
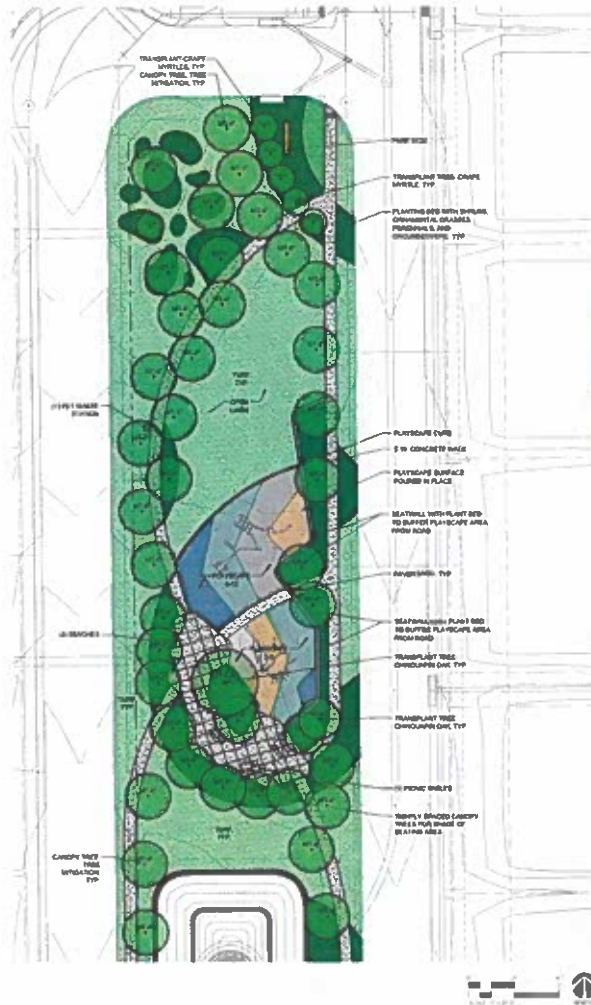


EXHIBIT C

Park Improvements

(see attached)



APC Playscape Selections



PLAYSCAPE 04

Height 10 ft
Width 10 ft x 10 ft
Age Range 3 to 5
Climb Capacity 10
Fall Height 10 ft
Area 100 sq ft



PLAYSCAPE 05

Height 10 ft
Width 10 ft x 10 ft
Age Range 3 to 5
Climb Capacity 10
Fall Height 10 ft
Area 100 sq ft



Placed in Play Structure
Material
Available in 100
Colors
• 100 Colors - 100 ft
• 100 Colors - 100 ft
• 100 Colors - 100 ft
• 100 Colors - 100 ft

TextCraft Site Furnishing Selections



BENCH 01



COLOR OPTIONS



TRASH CAN 01



BENCH 02



TRASH CAN 02



TRASH CAN 03



TRASH CAN 04

PENNY PARK AT
DIXON ESTATES
EXHIBIT

February 2015





TOWN COUNCIL AGENDA J.7. CONSENT ITEM(S)

DATE: March 20, 2023
FROM: Brittnei Barnett, Grants and Financial Analyst
ITEM: **Consider approval of a Professional Services Agreement with GovOS, in an amount not to exceed \$17,000, for the purpose of identifying and collecting hotel occupancy taxes from short-term rental properties located in Flower Mound; and authorization for Mayor to execute same on behalf of the Town.**

BACKGROUND: A decision package was approved as part of the Fiscal Year 22-23 budget for the purpose of contracting with GovOS to identify short-term rental (STR) properties within the Town of Flower Mound and assist the Town in the collection of the hotel occupancy taxes (HOT) that the owners of those properties are required to pay.

In 2021, GovOS estimated that the Town should have collected \$76,165 in HOT tax from 53 active short-term rentals. It is the responsibility of the short-term rental owner to remit their 7% HOT tax directly to the Town. This GovOS online short-term rental HOT tax collection solution will assist the Town in identifying active short-term rentals, calculating the amount they owe in HOT taxes to the Town, and will provide a method for payment collection to the Town.

This is a one-year agreement with an automatic renewal unless terminated by either party.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$17,000

Proposed Expenditure/(Revenue)

(\$75,000) estimate

\$17,000

Account Number(s):

380-2514

100-650-51000-5110

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

ATTACHMENTS:

1. GovOS Sales Proposal
2. GovOS Terms of Use

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



Short-Term Rental Solution

Town of Flower Mound, TX

Prepared for:

Brittni Barnett

Town of Flower Mound, TX
2121 Cross Timbers Rd
Flower Mound, Texas, 75028

Submitted by:

Amanda Taylor

Account Executive
512-920-6758

Amanda.Taylor@GovOS.com



8310 N. Capital of Texas Hwy.
Bldg. 2, Ste. 250, Austin, TX 78731

www.GovOS.com



Who is GovOS?

Digital Transformation for Government

Building a modern government experience requires software that can be customized to meet the expectations of constituents and the needs of your staff. GovOS is a range of application suites, each designed to help you achieve digital transformation in areas that have historically been tricky to manage.

GovOS offers software solutions to power local government in every step of their digital transformation journey. Our applications perform for any department within any size government. Specializing in employee, business, and citizen engagement, GovOS can help you transform your agency and your community.

Why GovOS?

Governments use GovOS solutions to power online services for 20+ million constituents. As a partner to hundreds of government agencies we serve across the U.S., we're transforming the way people experience local government with best-in-class digital solutions and services that modernize operations and improve constituent access and engagement.

Advantages of GovOS

Peace of Mind

All GovOS digital solutions are cloud-based, adhering to the highest levels of security protocol and delivering secure, reliable and scalable access to information.

Ease of Use

Many of the solutions in the GovOS suite require no technical experience to use or administer. With just a little guidance and setup, customers can be up-and-running quickly.

Configuration Options

You have complete control over your functionality and workflows. From customizing and configuring automation options, you can build ideal, easy-to-use online services for everyone.

World-class Service

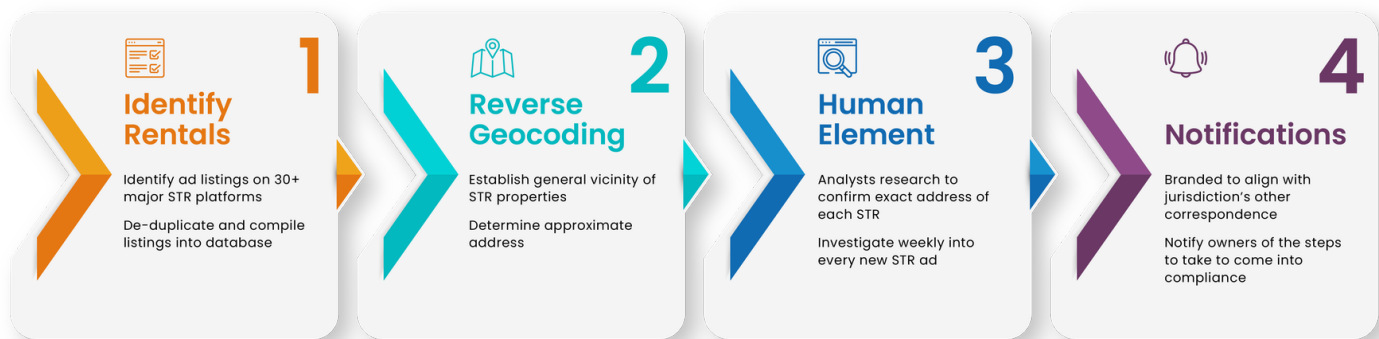
GovOS customers have access to truly superior customer service. From the first day of the project, our team works closely with yours to set you up for success, and help you achieve your goals no matter how lofty.

From quick wins to complete digital transformation, the GovOS platform fits your department. We look forward to working with you, Brittni Barnett and Town of Flower Mound, TX, and discovering how GovOS can help you better serve your constituents.



Short-Term Rental Overview

The Short-Term Rental (STR) Solution allows municipalities to identify 98% of short-term rental addresses and receive over 90% of their short-term rental compliance rates. Our system is fast, intuitive, and user friendly for both governments and business users. Additionally, our STR Solution provides governments with powerful one-click reporting tools, allowing Town of Flower Mound, TX to analyze the financial trends and patterns of your short-term rental market and transient occupancy tax revenue. This interpretable data will help the Town of Flower Mound, TX shape future short term industry policies.



Key Features & Functionality

- Rental Advertisement / Property Identification Database
- Non-compliant Property Report
- Property Owner Notifications & Targeted Outreach
- Registration of properties for owners in convenient portal
- Easy remittance of tax payments to you

Solution Highlights

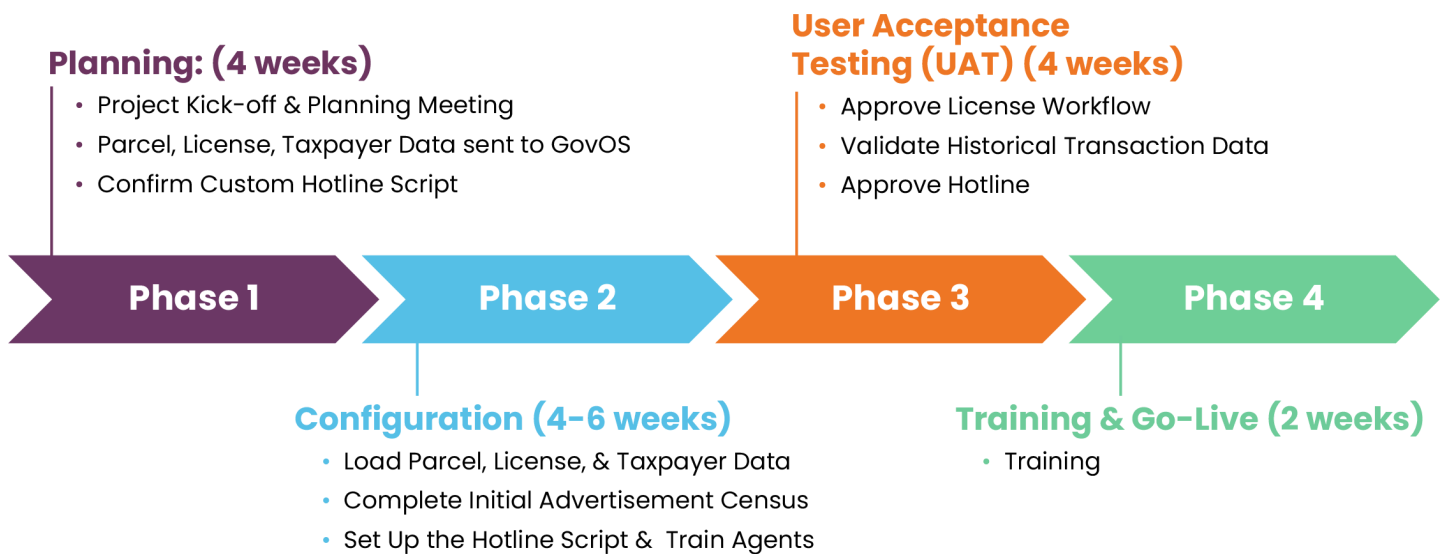
- Fully automated solution accurately matching 98% of short-term rental ads to properties
- Data refresh occurs twice a week ensuring actionable and up to date listings
- Ability to develop fully customizable compliance statuses for Town of Flower Mound, TX
- Fully customizable Notification templates and instructions for owners



Implementation Overview

Every implementation is different, and each workflow has specific needs. GovOS will begin the implementation by defining goals and understanding what success will look like for your team. Our team will review what configuration options are available and tailor your forms and workflows accordingly.

Here is an example of the general implementation effort for a complete STR solution. Your specific solution will be adapted to the products and features purchased. (12 Weeks)



One of the benefits of working with GovOS is that we make every effort to take the heavy lifting away from your staff and onto the GovOS implementation team. The GovOS Services Team will be with you every step of the way to iterate on your processes, train your team, and launch the STR Solution. GovOS's experience implementing our system will help ensure a smooth setup and launch.



All Available Modules



Short-Term Rental Discovery

- The GovOS STR system will discover all available Town of Flower Mound, TX short-term rental ad listings posted on all 30+ sites.



Short-Term Rental Identification

- GovOS STR will maintain a Town of Flower Mound, TX ad listing and property database in our system of all relevant ad and property data that is discovered.
- All aspects of the system and the database are accessible online by Town of Flower Mound, TX staff with unlimited licenses.



Ad Listing and Property Reconciliation

- The system and our expert review team will analyze all Town of Flower Mound, TX ad listings, which are not in the Town of Flower Mound, TX existing database, connect the ad listings to property record data, and determine compliance & registration status.
- Weekly PDF evidence capture is conducted on non-compliant listings.



Data Reporting

- The GovOS Short-Term Rental system has extensive reporting and filtering functionality to provide Town of Flower Mound, TX users with readily available short-term rental owner/manager contact data and compliance status.
- Town of Flower Mound, TX staff can access the compliance data via our online system can generate weekly reports for the code compliance staff.



Notifications

- Simple integrated notification system with complete data integration via “smart fields”
- The notification module enables Town of Flower Mound, TX to easily create batch notifications



US-Based Complaint Hotline

- 24/7 bilingual complaint hotline and online complaint reporting form
- Centralized online complaint database with dashboard for Code Enforcement & Compliance



Online Registration Systems

- Online property owner/manager task portal for new and renewal licensing
- Licensing process: online forms and uploads with user prompts
- Automated reminder notifications and easily customizable notification templates
- Custom application approval and interdepartmental collaboration
- Custom tax forms with auto calculation fields and penalty & interest
- All reporting and registration data can be exported anytime in CSV format



Payment Integration

- Integration with a GovOS partnered payment gateway



Comprehensive Support for All Users

Everyone who interacts with the GovOS STR Solution has access to our best-in-class support services should they encounter an issue or need further instruction on how to use the system.

Support for You & Your Agency

As part of your subscription, you will have access to application support resources within GovOS. Resources include:

- Assigned Account Manager
- Business Support Team | Available by email and phone 6am - 6pm (MT) Monday - Friday
- Personalized FAQ section in the License/Tax Portal developed for your constituents

What's Included

Support is defined as any questions surrounding how to use a feature within the platform, as well as troubleshooting any issues or bugs.

Details about training, troubleshooting, solution creation for achieving end-to-end goals, modifying the overall workflow of your solution, and high-level accomplishment needs are addressed in the Maintenance, Updates, and Training Features section on the following page.



Business User Support

Businesses that access the STR Solution for registration, tax filing, or other end-user functions are referred to as "Business Users." These users are typically either the property owner or the property management company.

Business Users are supported by a dedicated U.S.-based team whose goal is to assist Business Users in utilizing the STR platform. Our team will help guide Business Users through the process of registration, paying taxes, and assist them if they encounter any issues along the way.

Please note that we will handle all support types to the extent possible, but it is your agency's responsibility to explain and enforce ordinance requirements to your Business Users and community.



Maintenance, Modifications, and Training Features

As part of your agreement with GovOS, you have access to the GovOS Professional Services Team to perform Maintenance, Modifications, and Training.

Maintenance & Modifications* include, but are not limited to:

- Modifying Business Center Messages, Frequently Asked Questions and NotificationTemplates.
- Adding or removing admin users from platform.
- Quarterly Parcel Data Updates to maintain accurate owner information.
- Feature enhancements released to all clients.
- Ongoing Review of Short-Term Rental Compliance Activity and help bringing non-compliant properties into compliance.

Training options include, but are not limited to:

- Onsite or virtual training sessions to get your staff fully comfortable with administering the Application (Travel Expenses to be billed as incurred).
- Solutioning Sessions to help with System Technical Questions. This will help you to overcome questions such as "how do I handle this scenario?". Modifications may come out of these meetings.
- Assistance with Procedural Questions.
- Creation of training material and collateral to give your team takeaway guides.

**Requests for Custom modifications may incur an additional cost.*



Project Pricing

The solution is a package of the below service applications.

Town of Flower Mound, TX – Short-Term Rental Price Quote

Products

STR Compliance

Ongoing compliance identification and monitoring for short term rental properties.

STR Identification

Ongoing monitoring of new short term rental listings and properties, and an unlimited number of notification templates for compliance outreach.

STR Max

Web based training for jurisdiction staff (up to 6 hours).

Unlimited, ongoing web and phone support are provided to all administrative staff and short term rental operators as part of monthly hosting and support.

Unlimited user logins for admins and operators.

Software hosting and license fees.

Service and IT infrastructure, including 24/7/365 maintenance and support.

Daily backups managed by our expert IT team.

Enhancements released to all equivalent GovOS versions.

STR Registration

Automated renewals.

Automated registration task reminders to business owners and/or operators.

Access to the admin functionality in the system, including but not limited to reports, reconciliation, notifications, approvals, cashiering, etc.



Products

STR Tax

Automated tax form reminders to business owners and/or operators. Automated assigned tax forms.

Online tax form with automatic tax and late fee calculations.

Annual Total: \$17,000.0



Customer Acceptance

Contact Information	
Organization Name	Town of Flower Mound
Street Address	2121 Cross Timbers Road
City, State, Zip	Flower Mound, Texas, 75028
Primary Contact Name	Brittini Barnett
Primary Contact Email	brittini.barnett@flower-mound.com
Billing Details	Town of Flower Mound
Billing Details	
Billing Contact Name	Brittini Barnett, Grants & Financial Analyst
Billing Contact Email	brittini.barnett@flower-mound.com
Billing Contact Phone	972-874-6040
Invoice Delivery Method	☒ Email/Electronic (default) ☐ Mail
Preferred Payment Method	☐ Check ☐ Credit Card ☐ ACH

- Without a signed Agreement, pricing is good until March 31, 2023.
- Subscription Start Date will be the date you sign the Agreement
- Subscription fees are pre-paid annually
- Invoice Date is the Subscription Start or Renewal Date. All invoices are due Net thirty (30) days of the Invoice Date.
- This Agreement will automatically renew for additional one-year terms (each a "Renewal Term") unless either you or we notify the other of an intent not to renew at least thirty (90) days prior to the expiration of the then current term.
- Pricing for Renewal Terms will include a seven percent (7%) increase from the prior term.
- Use of the solutions described in this order are subject to the Terms of Use attached hereto as Exhibit A, which are hereby incorporated into this order.



Customer Acceptance

Customer Signature

	Mayor	2023-03-20
_____ Signature of Authorized Representative	_____ Title	_____ Date

GovOS Signature

_____ Signature of Authorized GovOS Representative	_____ Title	_____ Date

Terms of Use

GovOS Business Licensing (The Town of Flower Mound, TX)

Welcome to GovOS, Inc. GovOS is a Delaware corporation having a business address at 8310 N. Capital of Texas Highway, Building 2, Suite 250, Austin, Texas 78371 (“GovOS”).

These TOU are incorporated into and a part of the contract between GovOS, Inc. (hereinafter “GovOS,” “we,” “us,” or “our”), and you (“you,” “your,” or “Customer”) under which GovOS provides you a subscription to access either (or both) the GovOS Business Licensing & Tax platform or the Short-Term Rental platform as set forth in your Agreement with us. This includes each application and functionality as provided for in your Agreement and all related content such as text, information, images, applications, templates software and other information, services and materials (collectively, the “Service”), and all information made available to you or by you through the platform.

“Customer” shall mean the entity or person that has signed a contract with GovOS for use of the Service, and a “User” shall include a unique user of the Service whether a Customer or not (as defined by unique URL, IP address or other unique identification). A signed proposal or other signed document agreeing to the provision of Services and these TOU constitute the contract between us and are collectively referred to herein as the “Agreement.” In the event of a conflict between the terms of the signed proposal and these TOU, the terms contained in the signed proposal shall control.

Any new features that augment or enhance the current Service, including the release of new features and resources, shall be subject to this Agreement. You agree to use the Service at your own risk, and you understand GovOS is not responsible for the data or content uploaded or posted by you as a Customer or any User.

1. Subscription to use the Services.

Subject to the terms of the Agreement and provided Customer is current on its fees under the Agreement, GovOS grants, and Customer hereby accepts, a nonexclusive, nontransferable, revocable



subscription to access the Service during the Term of the Agreement (the “Subscription”). The Service is cloudbased. This means we are not going to provide you or any User any software that is downloaded or a license to use our software. Rather, your Subscription authorizes you to access and use the Service which remains in the cloud. The Subscription provided is only for the use of Customer. Customer may only allow its personnel (employees or agents) to have administrative access to the Service who are authorized to use the platform and have registered for an account and understand and agree to these TOU (“Authorized Users”). Customer may also allow non-administrative access to the platform to its customers, constituents, taxpayers, property owners, property managers, registrants, permittees, or licensees (hereinafter a “Business”) solely for purposes consistent with Customer’s use of the Service. Notwithstanding any terms to the contrary contained in this Agreement, in no event shall the unilateral actions or conduct of any Business create liability for Customer.

We spent a lot of time and resources creating our software and the Services, so we want to protect them. This means there are things a Customer and User cannot do relating to the Service. Specifically, you as a Customer are prohibited from and agree not to, and will not allow your Users, under any circumstances to (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the content in any way except as provided for herein; (ii) modify or make derivative works based upon the Service or the content; (iii) create Internet “links” to the Service or “frame” or “mirror” any content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service. Any and all rights not expressly granted hereby to the Customer are reserved by GovOS.

There are some other things Customers and their Users cannot do because we believe they are wrong. The Service may not be used in any way (i) that is illegal or promotes illegal activities or in a manner that might be libelous or defamatory or otherwise malicious or harmful to any person or entity, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age, or is otherwise indecent (ii) to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or violative of third party privacy



rights; (iii) to send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; or (iv) to interfere with or disrupt the integrity or performance of the Service or the data contained therein.

If you or any of your Users, excluding Businesses, violate these TOU, we reserve the right, in our sole discretion, to suspend or terminate your Subscription with or without advance notice. If we learn that data stored by the Customer and/or User is in violation of any law, infringes third party rights or violates these TOU, we may immediately bar access to such data without prior notice to the User or Customer. The Customer and/or User shall be promptly notified by GovOS of any such action under this provision.

2. Creating an Account to use the Services.

To obtain access to certain Services, you will be required to obtain an account with GovOS (become a “Registered User”). Once a Customer has signed an Agreement, your Users will register with the Service and set up their user profile including username and security credentials. Until a User registers, their access to the Service will be limited to the areas of the Service, if any, that are available to the general public. Each Customer will have at least one (1) administrator who will have the ability to set up individual user accounts up to the amount authorized in the Customer’s subscription. When registering with us you must and be sure any Authorized Users: (a) provide true, accurate, current and complete information as requested when establishing an account (such information being the “Registration Data”) and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete.

We may withdraw access of a User at any time in our sole discretion if a User violates these Terms of Use. Each User will need to have their own distinct account. If a Customer has more than one User, they will each need to register for a distinct Account. Each User must keep their account and passwords confidential and not authorize any third party to access or use the Service on their behalf unless we provide an approved mechanism for such use. You must contact us right away if you suspect misuse of your account or any security breach in the Service. The Customer is responsible for all activities of Users, excluding Businesses, that take place with your account. We will not be liable for any loss or damage arising from any unauthorized use of your account(s).



If a third party such as an employer provided you your account, that party has rights to your account and may: manage your account, reset your password, or suspend or cancel your account; view your account's usage and profile data, including how and when your account is used; and read or store content in your account.

3. Implementation.

GovOS and Customer will cooperate to ensure timely and accurate implementation and delivery of services. You will be required to provide certain information to allow us to set-up and implement the Services. This may include your local legal requirements, tax and fee requirements, compliance standards, and Business notification preferences.

Implementation will also require you provide us merchant processing credentials so we can direct deposit revenues associated with the registration and licensing fees paid through the Service. GovOS has been configured to interface with preferred vendors to provide payment gateway services. GovOS can create an interface compatible with other payment gateway vendors you select which will be billed at a professional services rate of \$225.00 per hour.

You acknowledge our ability to correctly and timely implement forms, templates, workflows and other elements necessary to provide the Services is dependent upon cooperation from you. Customer will participate in user acceptance testing as requested by GovOS. GovOS is not responsible for delays or other consequences resulting from Customer's failure to timely provide accurate information or participate in user acceptance testing. Payment of fees will not be reduced, delayed or modified as a result of Customer's failure to meet this obligation.

4. Term and Termination.

The Agreement will be effective upon the execution of the Agreement by Customer. Unless expressly set forth elsewhere in your Agreement with us, the initial term of the Agreement will be for one year. The Agreement will automatically renew for additional terms of the same duration as the initial term unless either party provides written notice of an intent not to renew at least ninety (90) days prior to the end of the then current term. Either party may terminate the Agreement for a material breach by the other party if, after thirty (30) days written notice of such breach, the breach remains uncured. All notices related to termination under this Agreement shall be in writing and may be delivered



personally or sent by overnight delivery or certified mail, return receipt requested, to the addresses provided herein.

In the event of termination your access to the Service will be terminated. You will return or destroy all GovOS confidential information, and upon request, provide a written certification of the same. If you request a copy of Customer Data within our system within thirty (30) days of termination, we will export all Customer Data within our system in CSV format. Upon request, but at our discretion, we may provide Customer Data in other formats for a fee at our then current professional services rate. You agree and acknowledge that we have no obligation to retain Customer Data beyond thirty (30) days after termination and that Customer Data may be irretrievably deleted after that time without further notice to you.

5. Payment and the Services.

Fees for the initial term are due upon execution of the Agreement. We will send you an invoice for the initial term upon execution of the Agreement. We will send an invoice for any renewal term no less than thirty (30) days prior to the beginning of the renewal term. All invoices are due in full within thirty (30) days of the invoice date.

Your continued use (subscription access) of the Service is contingent upon timely making all payments as provided for in the Agreement. If all or part of any payment is more than sixty (60) days late GovOS reserves the right to suspend your service. We will provide you advance notice of suspension to avoid unnecessary interruption in service. GovOS reserves the right to impose a reconnection fee in the event you are suspended and thereafter request access to the Service. If all or part of any payment remains past due more than ninety (90) days, we reserve the right to cancel your Subscription. We will provide you at least ten (10) days advance notice prior to cancelling your Subscription.

The price for the Service excludes all taxes and charges (sales or otherwise), unless stated in your contract for service. You are responsible for any taxes owed related to the provision of the Service excluding tax related to our income for selling the Service. Depending on the legal jurisdiction of Customer, we may add and collect tax in addition to payment for the Service. If you are exempt from any or all taxes, you are responsible to provide us a tax-exemption certificate within thirty (30) days of the start date of your Subscription.



In addition to any of our fees, you may incur and responsible to pay charges incidental to using the Service such as charges for merchant processing fees, Internet access/data or other third-party connection fees related to your accessing and using the Service.

6. Cloud Availability, Support, Maintenance, and Service Level Targets.

a. Cloud Availability Level. GovOS will use commercially reasonable efforts to provide 99.5% Application Availability measured per calendar quarter (the “Reporting Period”). Application Availability is measured monthly by subtracting from 100% the total percentage of 5-minute periods during the Reporting Period for which there is no external connectivity and the Subscription Services do not respond to data requests (“unavailability”), unless such unavailability results from an Exclusion.

Exclusions means Planned Maintenance (defined below), interruptions or delays in providing the Subscription Services resulting from telecommunications or Internet service provider failures or any third party’s acts, errors or omissions or any systems not provided by GovOS, including computer, telecommunications, internet service provider or hosting facility failures or delays involving hardware, software or power systems not within GovOS’ possession or reasonable control, and denial of service attacks against internet infrastructure providers (“DDOS”).

Planned Maintenance means those times GovOS will require that business critical components of the system be taken offline for deployment of releases, latest security patches, or applying network/infrastructure changes for service improvement maintenance. GovOS will make all reasonable efforts to not perform any Planned Maintenance during Business Hours. GovOS will provide reasonable advance notice of any Planned Maintenance.

b. Customer Support. As part of your Subscription, we will provide Support for you as a Customer. Support resources are available via e-mail or phone from 8 AM to 5 PM Mountain Time, Monday through Friday, excluding holidays.

Support to you includes questions surrounding how to use a feature within the Service. It also includes troubleshooting any issues you run into through bugs or product deficiencies. Support does not include consulting services such as achieving your end-to-end goals, modifying the overall workflow of your solution, or high-level accomplishment needs (“Professional Services”). We will



notify you prior to performing work on any request we consider a Professional Service as well as a proposed cost.

c. Maintenance. Services provided to you are cloud-hosted solutions where maintenance and improvements are being rolled out to your platform as they are developed. While some of these improvements enhance your user experience and are noticeable changes to the platform, others are performance related and work behind the scenes. Your Subscription includes access to these improvements as well as continued maintenance to the Service.

d. Service Response Level. GovOS will use commercially reasonable efforts to meet or exceed the following service level targets:

Severity Level	Description	Response Target*	Resolution Target
Priority 0 (P0)	Total loss of system functionality. Significant loss or corruption of data or images.	Within 15 minutes	Within 8-10 hours
Priority 1 (P1)	Significant loss of functionality preventing business goals from being attained. Workaround not acceptable.	Within 2 business hours	Within 14 business days
Priority 2 (P2)	Anomalies in system function or administration that require assistance. Nonurgent product issue or question.	Within 8 business hours	Within 14-21 business days
Priority 3 (P3)	Minor, temporary, or infrequent issues that affect a limited number of users. Administration issues or questions that are not urgent.	Within 12 business hours	To be determined by the Product team based on level of effort and workload.

*The calculation of Response Target time periods commences once GovOS acknowledges receipt of a Support request during the Support Operation Team's normal business hours.

7. Customer Account Responsibilities.



You are responsible for all activity occurring under your Customer and related User account(s), excluding Businesses, and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data.

In addition, you shall be responsible for abiding by any and all internal policies, procedures and regulations, which are required, by your employer and/or the applicable administrators of your account.

You shall: (i) notify GovOS immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to GovOS immediately and use reasonable efforts to stop immediately any copying or distribution of content that is known or suspected by You or other users to violate this Agreement or the intellectual property rights of third parties; and (iii) not impersonate another User or provide false identity information to gain access to or use the Service.

GovOS understands the importance of data security and controls to make sure data is secure. However, unscheduled security scanning performed by customers, including and not limited to scans, penetration tests, or similar systemic tests may cause responsive countermeasures or otherwise disrupt the Service and are therefore prohibited. If you want to perform any security scanning, you are required to contact us in advance and provide the nature and scope of such scans or test. We may, at our discretion, agree to such testing provided we can mutually agree upon the scope, time, and frequency of any such scanning. Any security scan done without our permission will constitute a breach of these TOU and may be treated as a malicious attempt. We look forward to working through any security requests together.

8. Customer Data.

Customer Data means all the Customer/User originated content that is entered, uploaded, and in some instances stored in the system ("Customer Data"). GovOS content is the content provided as part of, or entered into, the Service platform. GovOS does not own any data, information or material that you or other Users submit to the Service in the course of using the Service. You shall have sole



responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use any and all Customer Data that you or your Users submit.

The Service is hosted either by GovOS or a cloud-provider of GovOS' choice. All data stored as part of the Service is backed up on no less than hourly. If a Customer experiences loss of Customer Data, we will use commercially reasonable efforts to promptly restore data from the most recent working backup.

9. Intellectual Property Rights.

GovOS alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the GovOS technology, the content, the Service, and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service, GovOS technology or its intellectual property rights.

All copyrights and/or other intellectual property rights, title and interests in a) software on which the Service is based and made available to the Customer and/or User, b) workflow processes, user interfaces, designs, source codes or other software components of the Service, c) content of Service including text and graphics, excluding Customer Data, and d) trademarks, names or marks are the sole property of GovOS, and/or third parties having granted GovOS license for its use, and the Customer and/or User shall gain no rights to those intellectual property rights other than the limited right of use as stipulated in this Agreement. The Customer and/or User retain all intellectual property rights regarding Customer Data submitted by a Customer and/or User.

10. Confidentiality and Data Protection.

a. Confidentiality. As used herein, "Confidential Information" means all information exposed or provided to a party (a "Receiving Party") by the other party (a "Disclosing Party"), including (a) data exposed or provided within the Service, (b) data exposed or provided that otherwise reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, c) GovOS intellectual property, and d) Customer Data. However, Confidential Information shall not include any information that (i) is or becomes generally known to



the public without breach of any obligation owed to the Disclosing Party; (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party, as demonstrated by written records, (iii) is received from a third party without breach of any obligation owed to Disclosing Party, or (iv) was independently developed by a Receiving Party without reference to the Confidential Information, as demonstrated by written records.

Except as set forth in the Agreement or otherwise permitted in writing by a Disclosing Party, the Receiving Party shall not disclose or use any Confidential Information of Disclosing Party for any purpose outside the scope of this Agreement. A Receiving Party may disclose Confidential Information to the extent required by process of law, provided Receiving Party, to the extent permitted by law, provides Disclosing Party written notice in advance of responding to the request. Customer will not include GovOS Confidential Information that is exempt by law from its response to any open records request. GovOS will cooperate with Customer to identify exempt information. We reserve the right to share aggregate data from the Service provided it does not identify, in any way, a specific Business or the confidential data of such specific business.

b. Data Protection. To the extent GovOS stores or processes personal data on behalf of Users, GovOS shall disclose such personal data only according to instructions from such Users. We have implemented appropriate technical, administrative and physical controls to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access. We will reasonably comply with a Customer request relating to data security requests or audits. We will notify you in advance of complying if we believe a request is overly burdensome and will result in additional fees.

GovOS maintains procedures for the effective management of data security incidents, as defined below. In the event of any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance, GovOS verifies an incident that either compromises or could reasonably be expected to comprise Customer data through unauthorized use, disclosure, or acquisition of Customer data ("Security Incident"), GovOS will promptly, and no in event more than one-business day, notify Customer of its discovery. After such notification, GovOS will, at its own expense, immediately: investigate to determine the nature and extent of the Security Incident; contain the incident by taking



necessary action, including, but not limited to, attempting to recover records, revoking access, and correcting any weaknesses in security; report to Customer, as then understood, the nature of the Security Incident, the Customer data used or disclosed, the person who made the unauthorized use or received the unauthorized disclosure, what GovOS has done or is doing to mitigate any harmful effect of the unauthorized use or disclosure, and the corrective action GovOS has taken or will take to prevent future similar unauthorized use or disclosure. GovOS will continue to provide periodic and material updates to Customer. GovOS will confer with Customer, unless prohibited by law, to coordinate any regulatory or individual breach notifications.

Customer should promptly report all actual or suspected Security Incidents involving Customer or GovOS confidential information via Legal@GovOS.com indicating a Security Incident issue and providing Customer contact information.

Personal Healthcare Information (PHI) and other healthcare information may be subject to certain regulations including the Health Insurance Portability and Accountability Act (HIPAA). Customer represents on its own behalf and for its Users that for purposes of this Agreement Customer is not a Covered Entity and that neither Customer nor its Authorized Users will store PHI as regulated by the Health Insurance Portability and Accountability Act and its amendments (HIPAA), without the prior consent and, as applicable, the execution of a Business Associate Agreement by the parties.

c. Privacy. GovOS will not forward marketing material from non-affiliated third parties to its Users. GovOS may forward product news relevant to User's use of the Service as GovOS sees fit from time to time. GovOS retains the right to disclose the identity of any Users in any sales or funding efforts or processes of GovOS and in cooperating with law enforcement investigations. However, always with due consideration to the interests of the User.

11. DISCLAIMER.

THE SERVICE IS PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, AND GOVOS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER IMPLIED OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, WE MAKE NO WARRANTY THAT THE SERVICE WILL MEET YOUR



REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, OR SAFE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SERVICE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

12. Indemnification.

To the extent permitted by law, you agree to indemnify and hold GovOS (and its officers, employees, and agents) harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (a) your use of the Service, (b) your violation of these TOU, or (c) your violation of applicable laws or regulations. GovOS reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Company. Company will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

13. LIMITATION OF LIABILITY.

EXCEPT FOR SERVICE FEES AMOUNTS EXPRESSLY DUE AND PAYABLE TO GOVOS HEREUNDER AND CLIENT'S VIOLATION OF SECTION 1, IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY HEREUNDER FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING THE LESSER OF FEES OR OTHER CHARGES PAID BY CLIENT TO GOVOS DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM OR TWO-HUNDRED FIFTY AND 00/100 THOUSAND DOLLARS. EXCEPT FOR CUSTOMER'S VIOLATION OF SECTION 1, UNDER NO CIRCUMSTANCES WILL EITHER PARTY TO THIS AGREEMENT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, INTRINSIC VALUE OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND



BASED ON ANY THEORY OF LIABILITY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

14. Force Majeure.

GovOS is not responsible for situations or conditions which fall under force majeure, including but not limited to war, riot, uprising, strike, lock-out, fire, flooding, natural disasters, pandemics, monetary restrictions, import/export embargoes, interruption of electronic traffic, interruptions or breakdowns in energy or communication supplies, attacks of computer viruses, attacks by hackers and force majeure of subcontractors.

15. Notice.

For notices not related to termination of this Agreement, GovOS may give notice by means of a general notice on the Service, electronic mail to your e-mail address on record for an administrator in GovOS' account information, or by written communication sent by first class mail or pre-paid post to your address on record in GovOS' account information. Such notice shall be deemed to have been given upon the expiration of four (4) business day after mailing or posting (if sent by first class mail or pre-paid post) or twelve (12) hours after sending (if sent by email).

16. Modification to Terms.

We reserve the right to revise these Terms of Use from time to time. We will date and post the most current version of these Terms on the GovOS website. Any changes will be effective upon posting the revised version of these Terms on the Service (or such later effective date as may be indicated at the top of the revised Terms). If in our sole discretion we deem a revision to these Terms to be material, we will notify you via the Service and/or by email to an administrator email address associated with your account. Your continued access or use of any portion of the Service constitutes your acceptance of such changes. In the event you believe a change to these TOU is materially adverse to you, you may request cancellation of your contract without penalty which GovOS will review. GovOS will determine it its sole discretion whether Customer may cancel its subscription without penalty.

17. Assignment.



This Agreement may not be assigned by you without the prior written approval of GovOS. GovOS may assign this Agreement without your consent to (i) an affiliated entity, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

18. General.

The Agreement will be governed by the laws of the state of Customer's primary place of business without reference to the principles of conflict of laws. No joint venture, partnership, employment, or agency relationship exists between you and GovOS as a result of this Agreement or use of the Service. The failure of GovOS or Customer to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed in writing. This Agreement supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. Unless otherwise provided elsewhere in the Agreement, the following provisions shall survive termination or expiration of the Agreement: 4 Termination, 5 Payment Terms, 9 Intellectual Property Rights, 10 Confidentiality; 12 Indemnification, 13 Limitation of Liability, and 18 General.



TOWN COUNCIL AGENDA K.1. REGULAR ITEM(S)

DATE: March 20, 2023
FROM: Tammy Wilson, Chief Financial Officer
ITEM: Consider approval of the Annual Comprehensive Financial Report (ACFR) for the fiscal year ended September 30, 2022.

BACKGROUND: Article III, Section 3.13 of the Town Charter requires that an annual independent audit be performed of “the books and accounts of each and every department of the Town.” The Town has complied with this requirement, and in the opinion of the auditing firm of Eide Bailly, LLP, the basic financial statements contained within the ACFR present fairly, in all material respects, the financial position of the Town as of September 30, 2022.

Copies of the Town of Flower Mound’s Annual Comprehensive Financial Report (ACFR) for the fiscal year ended September 30, 2022, were distributed prior to this meeting, and copies of the reports were placed in the Library for review by the public. There were no significant deficiencies or material weaknesses found during the audit.

The Town Council has adopted financial policies to guide and set goals for the financial administration of the Town. The following table displays the Town’s financial policy results for fiscal year 2017-2018 through fiscal year 2021-2022.

Financial Goals	Goal	09/30/2018	09/30/2019	09/30/2020	09/30/2021	09/30/2022
General Fund fund balance	At/Above 20.00%	30.85%	33.19%	33.66%	41.17%	47.15%
Water & Wastewater capital reserve at 60 days maintained	At/Above 16.70%	23.58%	24.94%	21.43%	20.79%	26.37%
Debt Service fund balance	At/Above 4.00%	10.38%	11.24%	13.46%	24.12%	18.35%
Ratio of net debt to AV	At/Below 1.75%	0.87%	0.78%	0.65%	0.53%	0.45%
Ratio of debt service fund expenditures to total general & debt service funds	At/Below 20.00%	16.67%	16.46%	15.05%	12.49%	9.43%

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A.

ATTACHMENTS:

None

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



TOWN COUNCIL AGENDA K.2. REGULAR ITEM(S)

DATE: March 20, 2023
FROM: James Hoefert, Environmental Review Analyst
ITEM: **Public Hearing to consider an application for a tree removal permit (TRP23-0003) for one (1) specimen tree on Lot 21, Block G of the Montalcino Estates PH 2 subdivision. The property is located at 5712 Bellaria Ct. (The Environmental Conservation Commission recommended approval by a vote of 6 to 0 at its March 7, 2023, meeting).**

BACKGROUND: Lot 21, Block G of the Montalcino Estates PH 2 subdivision is located at 5712 Bellaria Ct. The lot is approximately 1.002 acres in size. The lot is currently zoned as part of Planned Development District No. 107 (PD-107) for a conservation development and is master planned for the Cross Timbers Conservation Development District. The applicant is requesting to remove one (1) of two (2) specimen trees from the residential lot because of the tree's proximity to the building pad. The specimen tree proposed for removal (Tree #1051 – 27" post oak) is in good condition and located within the buildable area of the lot.

The Town's tree ordinance requires that specimen trees removed from the site be replaced at a rate of two times their caliper inches. Based on its size, 54" of replacement trees, equaling eighteen (18) three-inch caliper trees, will be required for the one (1) specimen tree being requested for removal on this site. The applicant is proposing to preserve existing protected trees and the other specimen tree on the lot, so there will be credits available for the preservation of those trees.

BOARD REVIEW/CITIZEN FEEDBACK: This application was considered by the Environmental Conservation Commission (ECC) at its March 7, 2023, meeting. The ECC recommended approval of the requested permit to remove the specimen tree. A link to the ECC meetings can be found at: <https://flowermoundtx.swagit.com/play/03082023-667>

As of March 10, 2023, staff has not received feedback related to this item.

ALTERNATIVES: 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. Permit application
3. Photograph
4. Tree Survey

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

March 1, 2023

Jimmy Hoefert, Environmental Review Analyst
Town of Flower Mound
Environmental Services Division
2121 Cross Timbers Road
Flower Mound, Texas 75028

Reference: Tree Removal Permit Application
Lot 21, Block G
1.002 Acres in Montalcino Estates Phase II
5712 Bellaria Court
Town of Flower Mound
Denton County, Texas

Dear Mr. Hoefert,

On behalf of the home builder on the aforementioned property, we are requesting that (1) specimen tree (as outlined in the attached specimen tree survey), as defined in the TOFM Tree Preservation Code, be removed. The trees are being requested to be removed due to site and design conditions, which thereby mean the subject property cannot reasonably be developed without removal of the trees included in the permit application.

TREE TABULATIONS FROM THE SPECIMEN TREE SURVEY

Total specimen trees	2 trees
Total specimen trees to be removed	1 tree

Due to preexisting conditions, Town of Flower Mound Engineering Standards, and site conditions, the specimen trees are not able to be saved. The site plan before you appears to be the most beneficial for taking into account all the site constraints and opportunities.

The following are the specimen trees we are requesting to be removed:

- | | |
|---------------|--------------|
| 1. Tree #1051 | 27" Post Oak |
|---------------|--------------|

These trees are being removed due to site constraints.

Based on the above data, I respectfully ask that the trees enumerated above be allowed to be removed from the site.

Sincerely,



Verity Burk RLA
Landscape Architect, TX #3438



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:

Verity Burk

Address:

5712 Bellaria Court
Flower Mound, TX 75022

Phone:

469-312-0402

Applicant's Legal Interest in the Property:

Landscape Architect for Our Country Homes

2. Property Owner(s)

Name(s):

Address:

David and Shelly Senior
4413 Manor Way
Flower Mound, TX, 75028

3. Location and Legal Description of Property:

Lot 21, Block G

Montalcino Estates Phase II

4. Owner's Authorization of Representation

I, David Shelly Senior, the owner of the above described real property, do hereby authorize Verity Burk 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.

David Shelly Senior

Signature of Owner



Given Under My Hand and Seal of Office
This the 10 Day of January, 2023

Notary Public

In and For Utah County, ~~Texas~~ Utah

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

Verity Burk, 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.

Verity Burk

Signature of Applicant

Landscape Architect License No. 3438

State of Licensure Texas

Or ISA Certified Arborist No. _____

Or Certified Forester No. _____



Given Under My Hand and Seal of Office
This the 13th Day of February, 2023

Elena Lucia Parker

Notary Public

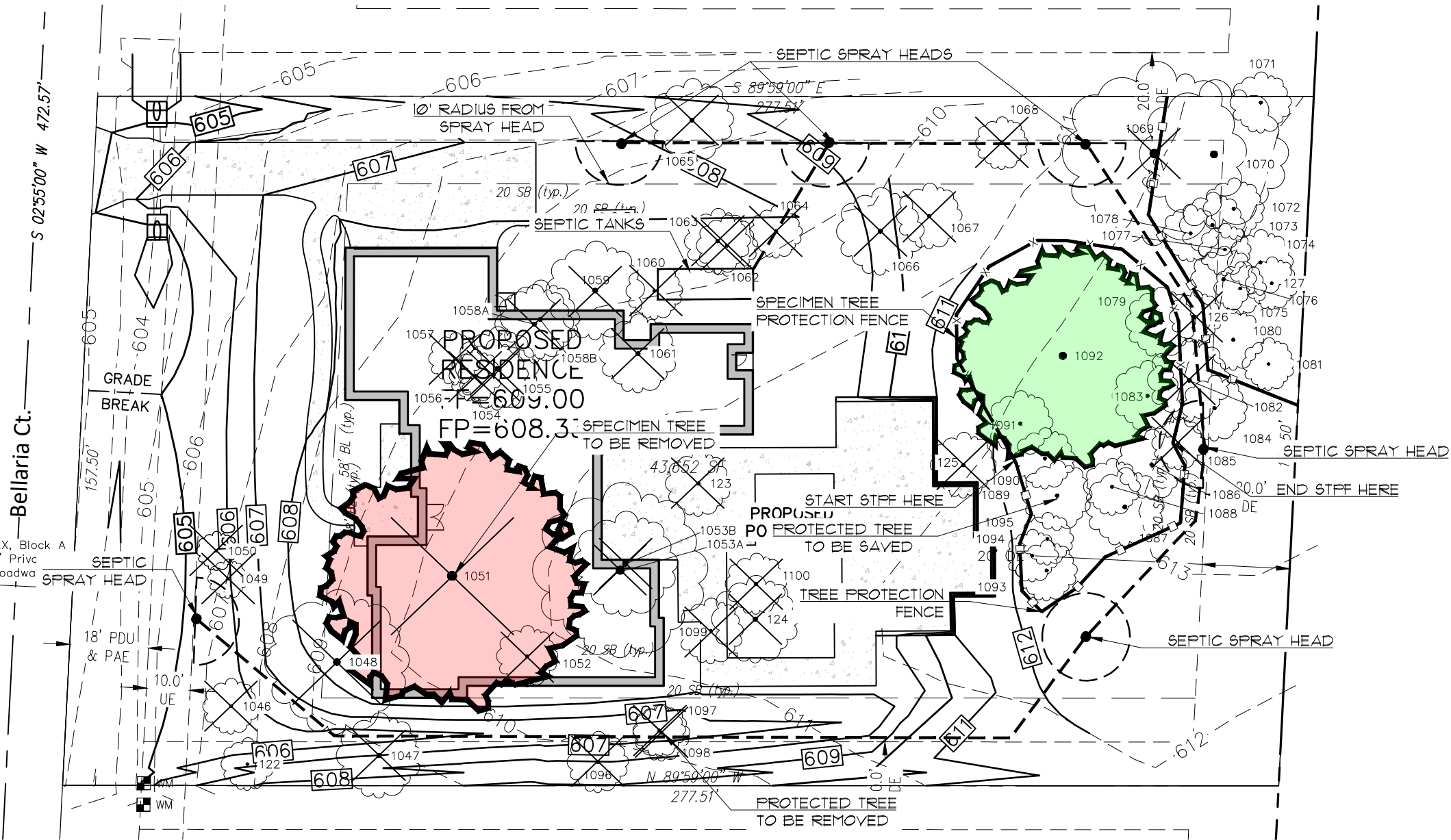
In and For Denton County, Texas

6. Received by Town of Flower Mound on (Date) 2/13/2023 by
(initials) JRH

Montalcino Estates PH 2, Lot 21, Block G -
Specimen tree proposed for removal

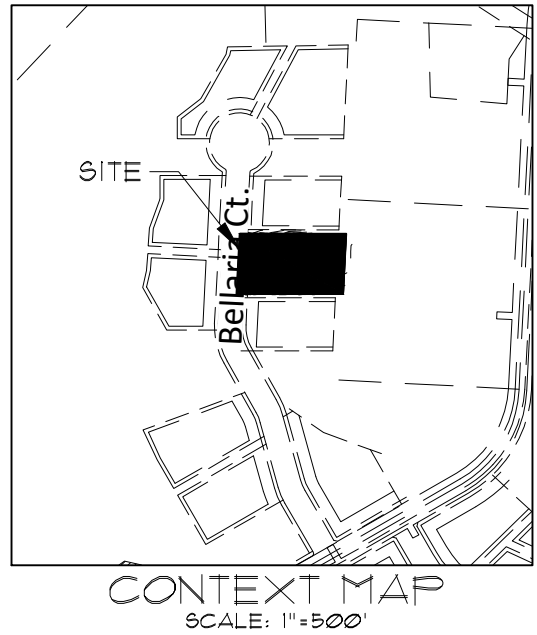
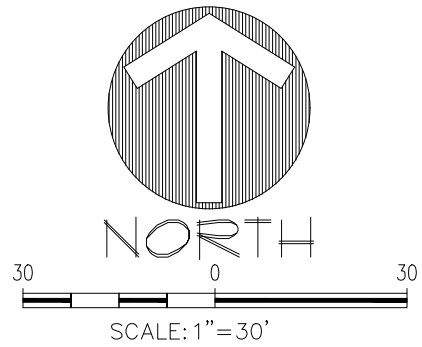


File: M:\Projects\OCH\OCH22001\04-Production\Engineering\Sheets\OCH22001 TS
Plotted: 1/24/2023 5:19 PM, by Verity Burk; Saved: 1/23/2023 7:25 AM, by Ponderon



LEGEND

- PROTECTED TREE
- SPECIMEN TREE
- PROTECTED TREE TO BE REMOVED
- SPECIMEN TREE TO BE REMOVED
- SPECIMEN TREE PROTECTION FENCING (STPF)
- PROTECTED TREE PROTECTION FENCING (PTPF)
- 10' RADIUS FROM SEPTIC SPRAY HEAD



1/24/2023

The John R. McAdams
Company, Inc.
(DBA: G&A | McAdams)
111 Hillside Drive
Lewisville, Texas 75057
972.436.9712
201 County View Drive
Roanoke, Texas 76262
940.240.1012
TBP#: 19762 TBP#: 10194440
www.gacon.com
www.mcadamsco.com



MCADAMS

5712 BELLARIA COURT
Lot 21, Block G
MONTALCINO ESTATES PHASE II
1.002 Acres
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

TREE SURVEY

Drawn By: VC
Date: 12/27/2022
Scale: 1" = 30'
Revisions:
01/24/2023

OCH 22001

LIST #	TAG #	CALIPER (")	COMMON NAME	BOTANICAL NAME	PROTECTED	REMOVE	SPECIMEN	REMARKS	CREDITS	DEBITS
1	122	6	POST OAK	Quercus stellata	YES	YES	NO			1
2	123	7.5	POST OAK	Quercus stellata	YES	YES	NO			1
3	124	10	POST OAK	Quercus stellata	YES	YES	NO	Measured @ 2.5ft		1
4	125	7.5	POST OAK	Quercus stellata	YES	YES	NO			1
5	126	6	POST OAK	Quercus stellata	YES	YES	NO			1
6	127	6	POST OAK	Quercus stellata	YES	NO	NO		1	
7	1046	8.5	POST OAK	Quercus stellata	YES	YES	NO			1
8	1047	13	BLACKJACK OAK	Quercus marilandica	YES	YES	NO			1
9	1048	22	POST OAK	Quercus stellata	YES	YES	NO			1
10	1049	6	BLACKJACK OAK	Quercus marilandica	YES	YES	NO			1
11	1050	6	POST OAK	Quercus stellata	YES	YES	NO			1
12	1051	27	POST OAK	Quercus stellata	YES	YES	YES	Measured @ 2ft		SEE NOTE*
13	1052	7	POST OAK	Quercus stellata	YES	YES	NO			1
14	1053A	20	POST OAK	Quercus stellata	YES	YES	NO			1
15	1053B	12	POST OAK	Quercus stellata	YES	YES	NO			1
16	1054	8	BLACKJACK OAK	Quercus marilandica	YES	YES	NO			1
17	1055	9.5	BLACKJACK OAK	Quercus marilandica	YES	YES	NO			1
18	1056	6	BLACKJACK OAK	Quercus marilandica	YES	YES	NO			1
19	1057	6	BLACKJACK OAK	Quercus marilandica	YES	YES	NO			1
20	1058A	9	POST OAK	Quercus stellata	YES	YES	NO			1
21	1058B	9	POST OAK	Quercus stellata	YES	YES	NO			1
22	1059	8, 6.5	POST OAK	Quercus stellata	YES	YES	NO			1
23	1060	6.5	BLACKJACK OAK	Quercus marilandica	YES	YES	NO			1
24	1061	9	POST OAK	Quercus stellata	YES	YES	NO			1
25	1062	7	BLACKJACK OAK	Quercus marilandica	YES	YES	NO			1
26	1063	7.5	BLACKJACK OAK	Quercus marilandica	YES	YES	NO			1
27	1064	6	BLACKJACK OAK	Quercus marilandica	YES	YES	NO			1
28	1065	9.5	BLACKJACK OAK	Quercus marilandica	YES	YES	NO			1
29	1066	10	BLACKJACK OAK	Quercus marilandica	YES	YES	NO			1
30	1067	7.5	BLACKJACK OAK	Quercus marilandica	YES	YES	NO			1
31	1068	6	BLACKJACK OAK	Quercus marilandica	YES	YES	NO			1
32	1069	21	POST OAK	Quercus stellata	YES	YES	NO			1
33	1070	17	POST OAK	Quercus stellata	YES	NO	NO		1	
34	1071	7	POST OAK	Quercus stellata	YES	NO	NO		1	
35	1072	7	POST OAK	Quercus stellata	YES	NO	NO		1	
36	1073	7.5	POST OAK	Quercus stellata	YES	NO	NO		1	
37	1074	7.5	POST OAK	Quercus stellata	YES	NO	NO		1	
38	1075	6	POST OAK	Quercus stellata	YES	NO	NO		1	
39	1076	7.5	POST OAK	Quercus stellata	YES	NO	NO		1	
40	1077	6	POST OAK	Quercus stellata	YES	NO	NO		1	
41	1078	6.5	POST OAK	Quercus stellata	YES	NO	NO		1	
42	1079	8	POST OAK	Quercus stellata	YES	NO	NO		1	

LIST #	TAG #	CALIPER (")	COMMON NAME	BOTANICAL NAME	PROTECTED	REMOVE	SPECIMEN	REMARKS	CREDITS	DEBITS
43	1080	7	POST OAK	Quercus stellata	YES	NO	NO		1	
44	1081	6	POST OAK	Quercus stellata	YES	NO	NO		1	
45	1082	9.5	POST OAK	Quercus stellata	YES	YES	NO			1
46	1083	8	POST OAK	Quercus stellata	YES	NO	NO		1	
47	1084	7.5	POST OAK	Quercus stellata	YES	YES	NO			1
48	1085	6	POST OAK	Quercus stellata	YES	YES	NO			1
49	1086	8	POST OAK	Quercus stellata	YES	NO	NO		1	
50	1087	9	POST OAK	Quercus stellata	YES	NO	NO		1	
51	1088	6.5	POST OAK	Quercus stellata	YES	NO	NO		1	
52	1089	8	POST OAK	Quercus stellata	YES	NO	NO		1	
53	1090	7	POST OAK	Quercus stellata	YES	NO	NO		1	
54	1091	7.5	POST OAK	Quercus stellata	YES	NO	NO		1	
55	1092	25.5	POST OAK	Quercus stellata	YES	NO	YES		4	
56	1093	7	BLACKJACK OAK	Quercus marilandica	YES	NO	NO		1	
57	1094	6	POST OAK	Quercus stellata	YES	NO	NO		1	
58	1095	6	POST OAK	Quercus stellata	YES	NO	NO		1	
59	1096	7	BLACKJACK OAK	Quercus marilandica	YES	YES	NO		1	
60	1097	6	POST OAK	Quercus stellata	YES	YES	NO			1
61	1098	6.5	POST OAK	Quercus stellata	YES	YES	NO			1
62	1099	7.5	POST OAK	Quercus stellata	YES	YES	NO			1
63	1100	7	POST OAK	Quercus stellata	YES	YES	NO			1
TOTAL CREDITS									27	
TOTAL DEBITS										32
FINAL MITIGATION									5	

- ADDITIONAL NOTES:
- SPECIMEN TREE MITIGATION IS DOUBLED THE EXISTING CALIPER OF THE TREE TO BE REMOVED:
27” X 2 = 54”
54” / 3” TREE = 18 TREES
 - MITIGATION PLANTING IS NOT PERMITTED ON A RESIDENTIAL LOT. THE BUILDER SHALL SUBMIT A MITIGATION FEE TO THE TOWN OF FLOWER MOUND PRIOR TO ISSUANCE OF BUILDING PERMIT. THERE SHALL BE A \$375 CHARGE FOR EACH PROTECTED TREE REMOVED.
 - 18 SPECIMEN TREE MITIGATION DEBITS + 5 PROTECTED TREE MITIGATION DEBITS = 23 TOTAL DEBITS
23 X \$375 = \$8,625 MITIGATION FEE



1/24/2023

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McADAMS

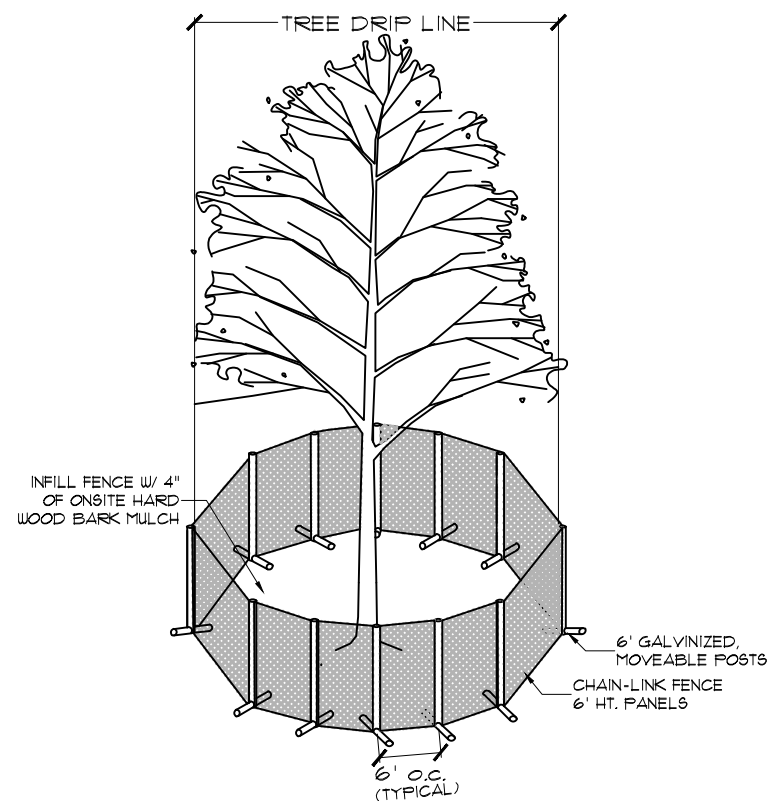
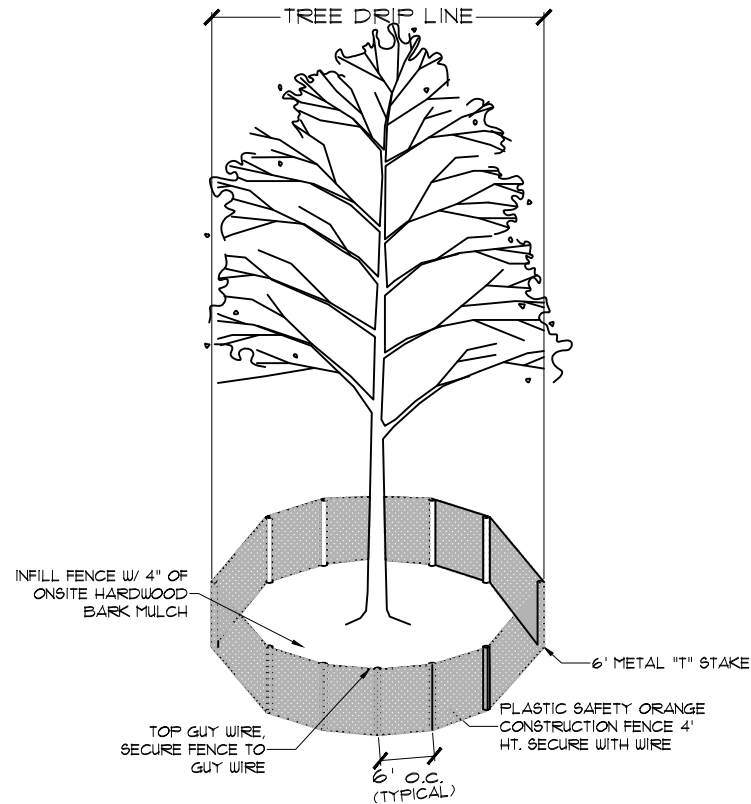
5712 BELLARIA COURT
Lot 21, Block G
MONTALCINO ESTATES PHASE II
1.002 Acres
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

TREE SURVEY

Drawn By: VC
Date: 12/27/2022
Scale:
Revisions:
01/11/2023
01/24/2023

OCH 22001

NOTE: TREE PROTECTION FENCE MUST BE INSTALLED BEFORE ANY GRADING OR CONSTRUCTION BEGINS. LANDSCAPE ARCHITECT MUST BE PRESENT WHEN ANY WORK IS DONE WITHIN THE TREE PROTECTION FENCE.



1. PROTECTED TREE PROTECTION FENCING

2. SPECIMEN TREE PROTECTION FENCING

ADDITIONAL NOTES:

- QUALITY ASSURANCE
- 1) Comply with applicable Federal, state, county and local regulations governing landscape work.
 - 2) employ only experienced personnel. Provide adequate supervision by qualified foreman.
- B. JOB CONDITIONS
- 1) Coordination: Coordinate and cooperate with other contractors to enable the work to proceed as rapidly and efficiently as possible.
 - 2) In order to minimize conflict, secure from the Construction Manager copies of layout drawings showing the location of all underground utility lines and other structures
- C. PRODUCTS
- 1) MULCH: Double shredded hardwood mulch free of sticks, dirt and other debris and derived from the site clearing.
- D. DEFINITIONS
- 1) CRZ: Critical Root Zone: The soil space directly under the canopy of any tree, extending out at least 7 feet from the trunk or 2/3 the distance to the drip-line, whichever is greater.
 - 2) TPZ: Tree Protection Zone: The entire soil space located directly under the drip-line of any tree (the entire drip-line).
 - 3) CRS: Complete Root System: The soil space directly under the drip-line of any tree and an additional 7 feet beyond said drip-line.
 - 4) TPF: Tree Protection Fence: The orange safety barrier netting that shall extend around the entire circumference of the tree at the TPZ.
- E. PRE-CONSTRUCTION TREE PRUNING
- 1) Personnel Qualifications: All pruning shall be performed under the supervision of an international Society of Arboriculture (ISA) Certified Arborist.
 - 2) All trees within the project area shall be pruned to:
 - (i) Clear the crown of diseased, crossing, weak and dead wood to a minimum of 1 ½ inches in diameter
 - (ii) Provide 14 feet of vertical clearance over streets and 8 feet over sidewalks.
 - (iii) Remove stubs, cutting outside the wound-wood tissue that has formed around the branch.
 - (iv) Reduce end weight on heavy, horizontal branches by selectively removing small diameter branches, no greater than 2 to 3 inches, near the ends of the scaffolds.
 - 3) Pruning cuts shall be made in accordance with ANSI 300 Pruning Standard and work shall be performed in accordance with ANSI Z133.1 Safety Standards. Pruning shall be in accordance with ISA's Best Management Practices: Tree Pruning
 - 4) No more than 20 percent of live foliage shall be removed from any tree.
 - 5) Brush shall be chipped and chips shall be spread underneath trees within the tree protection zone to a maximum depth of 4 inches, leaving the trunk clear of mulch.
- F. TREE REMOVAL
- 1) Trees preservation requires a commitment to preserving and maintaining retained trees, as well as removal of any unsuited trees within the Project Area.
 - 2) All wood debris from all tree removals at the Project Site is to be chipped and stored on site for use in the tree preservation efforts at the discretion of the Landscape Architect.
 - 3) The limits of all tree protection zones shall be staked in the field and observed by all contractors,
 - 4) Any brush clearing required within the tree protection zone shall be accomplished with hand operated equipment.
 - 5) Trees to be removed from within the tree protection zone shall be removed under the supervision of a Certified Arborist. The trees shall be cut near ground level and the stump ground out.
- G. TREE PROTECTION
- 1) Before beginning work, the Project Manager, Landscape Architect and/or Owner or their agents are required to meet at the site to review all work procedures, access routes, storage areas, and tree protection measures. Any intended construction activities inside the TPZ shall be clearly outlined.
 - 2) Fences shall be erected to protect trees to be preserved prior to construction equipment arriving on the Project Site. Fences will define the specific protection zone for each tree or group trees.
 - 3) Fences are to be maintained and remain until all site work has been completed and final landscape operations begin. Fences may not be relocated or removed without written permission from the Landscape Architect. Fences may be constructed from 6 "T" stakes and orange web fence material
 - 4) All trees to be preserved shall have 4 inches of hardwood mulch applied inside the tree protection zone. This hardwood mulch shall be replenished as necessary to maintain a 4 inch depth.
 - 5) Construction trailers, traffic and storage areas must remain outside fenced areas at all times.
 - 6) Tree roots extend out in a straight, radial direction from the tree much like spokes on a wheel (to a depth generally not exceeding 24"). All underground utilities and drain or irrigation lines shall be routed outside the tree protection zone. If lines must traverse the protection area, they shall be tunneled or bored under the tree. Trenches "airdug" with Air Spade (registered trademark) or similar technology are the exceptions. Irrigation line may be routed in any direction outside the dripline of retained trees. Irrigation lines inside the drip-line must be in a straight, radial direction towards the tree trunk and terminate in a dead end sprinkler head no greater than 7 feet from a tree trunk (irrigation lines shall not in any way bisect and therefore damage the "spoke-like" root system).
 - 7) No materials, equipment, spoil, or waste or washout water may be deposited, stored, or parked within the tree protection zone.
 - 8) If unintentional injury should occur to any tree during construction, it shall be reported to the Landscape Architect within six hours so that remedial action can be taken, Timeliness is critical to tree health. The cost of any remedial treatments will become the burden of the offending contracting company.
 - 9) Any grading, construction, demolition, or other work that is expected to encounter tree roots must be monitored by the Landscape Architect. Specific locations or tree tag numbers should be identified
 - 10) If the site required construction within the dripline of a specimen tree, Town of Flower Mound will require a letter from a certified arborist about measures to mitigate the impact of construction.
 - 11) All aerobic septic system spray heads shall be installed greater than 10 feet away from any existing trees.

1. ANY TREE WHICH SUSTAINS DAMAGE TO 40% OR MORE OF ROOTS WILL DIE.
2. ANY ROOT REMOVAL OR DAMAGE SHOULD BE COMPENSATED BY PRUNING BRANCHES AND FERTILIZING TREE.

CONSTRUCTION PROCESS: EXTREME CARE SHOULD BE TAKEN NOT TO COMPACT EARTH WITHIN CROWN OF TREE. IF NO SURROUNDING BARRIER IS PROVIDED, CARE SHOULD BE TAKEN NOT TO OPERATE EQUIPMENT OR STORE MATERIALS WITHIN CROWN SPREAD OF TREE. IF THIS AREA SHOULD BE COMPACTED, IT WILL BE NECESSARY TO AERATE THE SOIL THOROUGHLY IN THE ROOT ZONE IMMEDIATELY AFTER CONSTRUCTION. CERTAIN TREE SPECIES ARE SEVERELY AFFECTED BY MANIPULATION OF THE WATER TABLE AND GREAT CARE SHOULD BE TAKEN TO MINIMIZE THIS CONDITION.



1/24/2023

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5712 BELLARIA COURT
Lot 21, Block G
1.002 Acres
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

TREE SURVEY

Drawn By: XD
Date: 12/28/2022
Scale:
Revisions:
01/11/2023
01/24/2023

2021310009



TOWN COUNCIL AGENDA K.3. REGULAR ITEM(S)

DATE: March 20, 2023

FROM: Chuck Russell, Principal Planner

ITEM: **Public Hearing to consider an ordinance amending the Master Plan (MPA21-0008 – Whyburn) 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 and Medium Density Residential uses. The property is generally located east of Long Prairie Road and south of Dixon Lane. (The Planning & Zoning Commission recommended approval by a vote of 5 to 1 at its October 10, 2022, meeting.) (On November 21, 2022, Town Council moved to table this item to its December 5, 2022, meeting by a vote of 4 to 0.) (On December 5, 2022, Town Council moved to postpone this item to applicants' time schedule by a vote of 5 to 0.)**

BACKGROUND:

- Size – Approx. 38.507 acres
- MPA Request – Change land use from Office and Retail uses to Low Density (minimum lot size of 15,000 square feet) and Medium Density (minimum lot size of 10,000 square feet) uses. The applicant has removed the portion of their previous request for High Density Single Family Detached uses (minimum lot size of 5,000 square feet.) The applicant's previous request contained 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. The applicant's current request contains 19.26 acres of Low Density area and 19.25 acres of Medium Density area.
- Proposed Lots – 90 Buildable Lots (The applicant's previous request was for 95 Buildable Lots)
- SMARTGrowth – Passed
- Traffic Analysis – Passed
- The applicant's current proposal includes dedication of a 3.525 acre park.
- Incentives – N/A
- [Planning & Zoning Commission Report - October 10, 2022](#)
- [Town Council Report - December 5, 2022](#)

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission recommended approval by a vote of 5 to 1 at its October 10, 2022, meeting. On November 21, 2022, Town Council moved to table this item to its December 5, 2022, meeting by a vote of 4 to 0. On December 5, 2022, Town Council moved to postpone this item to applicants' time schedule by a vote of 5 to 0.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

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

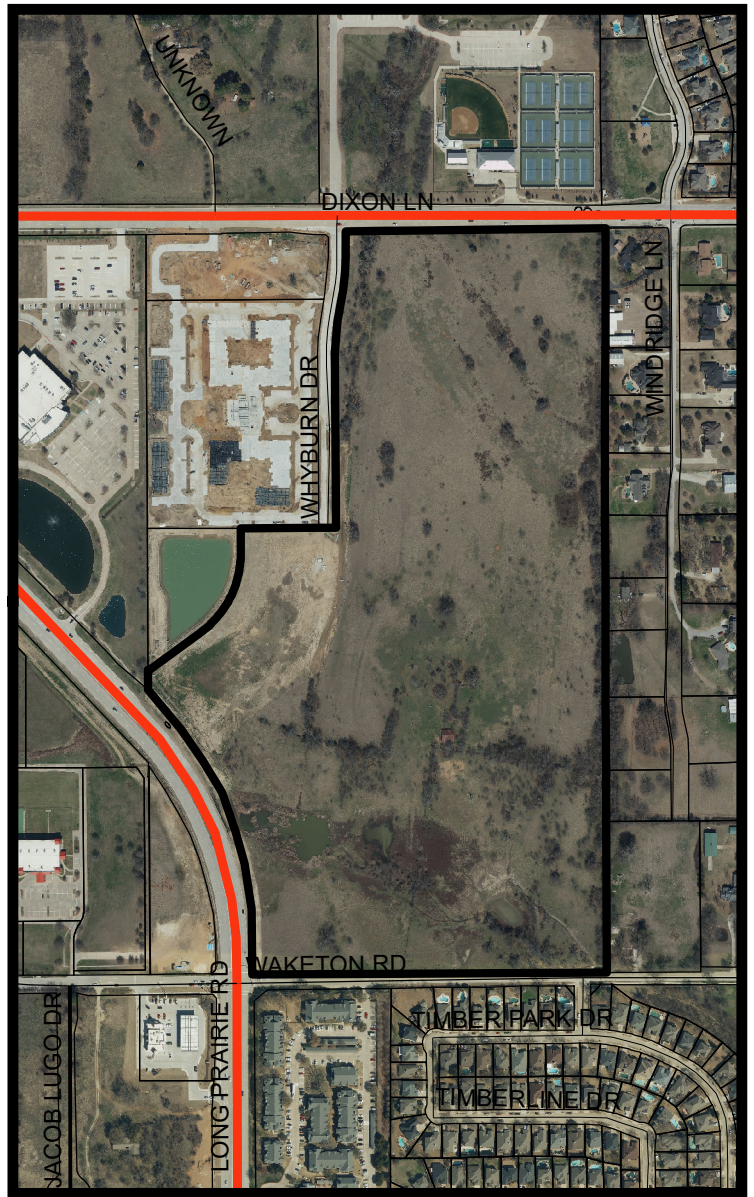
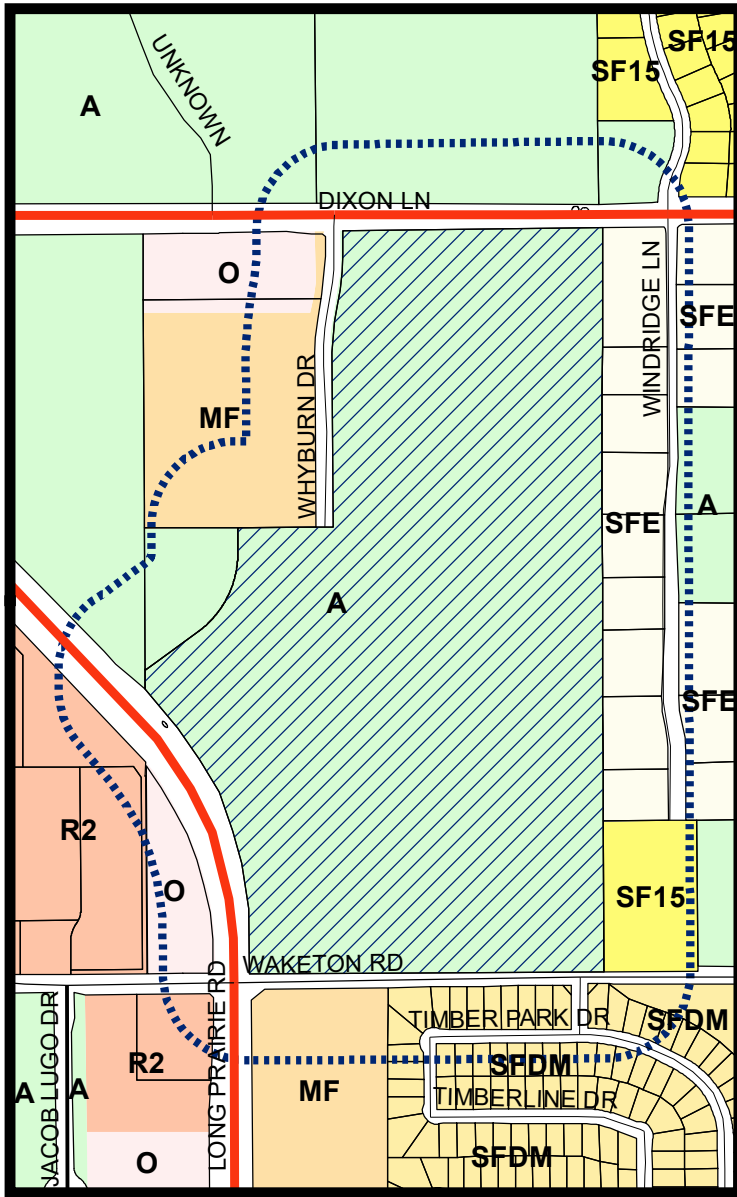
ATTACHMENTS:

1. Vicinity and Aerial Maps
2. Updated Letter of Intent
3. DRAFT Ordinance
4. DRAFT Ordinance Exhibits

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

Vicinity Map

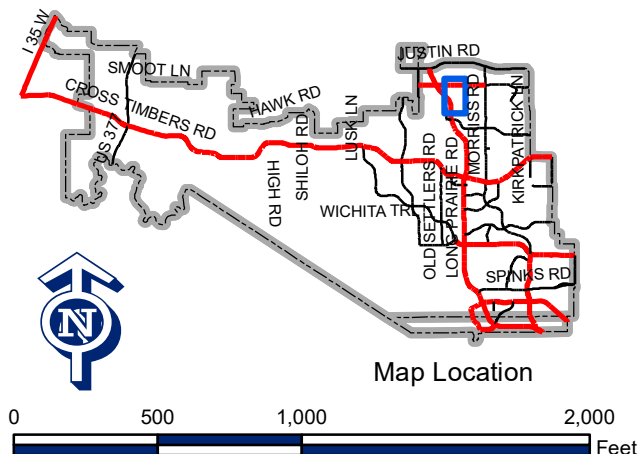
Reference Project: MPA21-0008 & ZPD21-0015



LEGEND

- | | | | | | |
|--|------------------------------|--|----------------------|--|--------|
| | Agriculture | | Multi-Family | | Office |
| | Retail 2 | | Single Family 15 | | |
| | Single Family Density Medium | | Single Family Estate | | |

- Subject Property
- 200 ft Notification Buffer around Property



Visit www.fmdevmap.com to learn more about this project.

Visit <https://www.flower-mound.com/notifyme> to sign up for text message and/or email alerts for future projects.



March 13, 2023

Chuck Russell, Town Planner
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

Mr. Russell,

LandDesign, Inc. has submitted an application on behalf of David Weekley Homes (herein referred to as "Applicant") for a Zoning Planned Development and Master Plan Amendment for the "Whyburn" community (herein referred to as the "site" or "property"). The application for the property is for 42.032 acres of land located at the southeast corner of the intersection of Whyburn Drive and Dixon Lane.

Existing Zoning and Land Uses

Under the Town of Flower Mound's Master Plan, the property is currently zoned Agricultural (A) and listed as predominately "Office" with a small portion of "Retail" along Long Prairie Road. The existing uses on the property include agricultural uses with a small existing shelter used for agricultural storage.

To the east, the property is bordered by the single-family residential homes (SFE zoning, Estate Residential). To the south, across Waketon Road, is the Timberview Estates West neighborhood (SFDM-Obsolete zoning, Low Density Residential) and the Marquis at Lantana multifamily development (MF zoning, High Density Residential). To the west, the property is bordered by Valley Creek Church (A zoning, Retail and Office) and the Watermere at Flower Mound senior living community (MF PD167 zoning, Office). To the north, across Dixon Lane, is the Cottonwood Arena property (A zoning, Office) and the Marcus High School Baseball, Softball, and Tennis complex (A zoning, Office).

Proposed Zoning and Land Use

The Applicant is requesting a Zoning Planned Development and Master Plan Amendment to allow for two (2) tracts within the property. "Tract 1" is anticipated to allow for up to single-family residential lots and it is anticipated that construction of this Tract shall be developed as one phase. The Applicant requests an amendment to the Master Plan to allow for SF-10 (Medium Density) and SF-15 (Low Density) Residential uses with the overall total density for the residential development to be no greater than 2.75 dwelling units per acre (2.75 DUA). Of the ninety (90) total residential lots, a minimum of twenty-eight (28) residential lots shall be 15,000 square feet or greater, or Low Density. The average lot size for all ninety (90) residential lots shall be no less than 12,500 square feet. Within Tract 1, a privately maintained open space area shall remain along Whyburn Drive to account for an improved drainage channel which flows from the northern end of the property to the southern end.

Tract 2 is anticipated to be dedicated to the Town of Flower Mound for the use of future park land and shall be a minimum total area of 3.525 acres.

Special Considerations

The following items include special considerations that are unique to the property that the Applicant has taken into consideration:

1. A 200-foot wide Drainage Easement extends across the southern portion of the overall Whyburn property. Although this easement is located outside of the limits of the proposed Zoning and Master Plan Amendment area, it is important to reference this area for context as it is a determining factor to the proposed Whyburn development. This easement, as coordinated with the Town of Flower Mound, extends from Long Prairie Road (F.M. 2499) to the southeastern corner of the property along Waketon Road. The purpose of this easement is to allow offsite, upstream drainage to pass through the property.
2. In coordination with the Town of Flower Mound, a 50-foot wide Temporary Construction Easement has been located on the northern limits of the 200-foot Drainage Easement has been for the construction of the Drainage Easement. Although this easement is located outside of the limits of the proposed Zoning and Master Plan Amendment area, it is important to reference this area for context as it is a determining factor to the proposed Whyburn development.
3. As discussed with the Town of Flower Mound's Engineering Department, this property is subject to the conveyance of offsite stormwater for the properties located to the north of Dixon Lane. This includes the balance of stormwater drainage from the Marcus High School Baseball, Softball, and Tennis complex and the Cottonwood Arena property.
4. The primary residential street access shall be from Dixon Lane to the north and Whyburn Drive to the west. The Waketon Road access point will maintain the residential character of Waketon Road while the Dixon Lane access point shall align with the existing median break at the LISD athletic complex.

Proposed Exceptions

An amendment to the Town of Flower Mound's Master Plan is requested. The current Master plan indicates a balance of the property to be a future Office use with the small portion of the property along Long Prairie Road (F.M. 2499) to be a Retail use. The Applicant requests an amendment to the Master Plan to allow for SF-10 (Medium Density) and SF-15 (Low Density) Residential uses with the overall total density for the residential development to be no greater than 2.75 dwelling units per acre (DUA).

Additionally, an exception to Section 98-147 is requested. There is no land area that exceeds 12 percent slope within the property. As illustrated within the Environmental Protection Plan (EPP-Figure 9), there is a small area of land located along Dixon Lane calculated to be between 5 percent and 12 percent slope, located outside of any proposed structures, and was created when Dixon Lane was constructed along the northern limits of the property. The total land area that is calculated to be between 5 percent and 12 percent slope totals 1.37 acres. The total acreage of slope to be impacted by this development totals 0.89 acre with no proposed improvements located along Long Prairie Road. Of this total area, 0.093 acres (4,050 square feet), located along Dixon Lane, are subject to this exception request.

Community Outreach and Due Diligence

The Applicant has participated in three (3) Design Review Committee meetings with Town Staff. These meetings were held July 20, 2018, November 16, 2018, and August 11, 2020. The purpose of these Design Review Committee meetings was to receive preliminary feedback based on the proposed zoning and conceptual site plan.

The week of March 22, 2021, the Applicant scheduled a call with each Town Councilmember and Tommy Dalton to discuss the overall vision for the property. These calls were held individually with each Councilmember to elicit input related to the vision for the property and discuss intended land uses.

On October 5, 2021, the Applicant held a work session with the Town of Flower Mound's Parks Board to receive preliminary input into the overall open space vision for the community.

On November 22, 2021, the Applicant held a Community Meeting at the Town of Flower Mound Public Library to meet with neighboring property owners within 250 feet of the property as well as Home Owners Association representatives within ¼ mile of the property. Five (5) community members attended and discussed their thoughts on the proposed site plan for the community.

On December 13, 2021, the Applicant held a work session with the Town of Flower Mound's Planning and Zoning Commission to receive preliminary input into the proposed streetscape, residential density, and open space vision for the community.

On February 24, 2022, the Applicant scheduled a call with Councilmember Engel and Tommy Dalton to discuss the comments received from the Planning and Zoning Commission work session. This call was requested to elicit input related to the limits of the overall rezoning area and intended land uses.

On May 5, 2022, the Applicant held a second work session with the Town of Flower Mound's Parks Board to receive preliminary input into the overall open space vision for the community.

On January 6, 2023, the Applicant walked the community located along Windridge Road, knocked on doors, and provided information to the neighboring homeowners and occupants illustrating the proposed site plan changes from the plan presented at the November 22, 2021 community meeting to the current plan.

Please let me know if you have any questions or need any further information.

A handwritten signature in black ink, appearing to read 'H. Kendrick', is positioned above the typed name.

Sincerely,
Heth Kendrick, PLA
Partner for LandDesign, Inc.

**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 AND MEDIUM DENSITY RESIDENTIAL USES ON APPROXIMATELY 38.507 ACRES OF LAND BEING A PART OF LOT 1, BLOCK B, 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, Texas ("Town"), 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 38.507 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 and Medium Density Residential Uses; and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on October 10, 2022, and the Town Council of the Town held a public hearing on March 20, 2023, 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 38.507 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," is hereby amended to change the current land use designation from Office and Retail

Uses to Low Density Residential and Medium Density Residential Uses for the approximately 38.507 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 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 20TH DAY OF MARCH, 2023.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

TRACT 1

BEING A TRACT OF LAND LOCATED IN THE EDWIN MARSH SURVEY, ABSTRACT NO. 834, TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS AND BEING A PART OF LOT 1, BLOCK B OF WHYBURN ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2020-187, PLAT RECORDS, DENTON COUNTY, TEXAS (P.R.D.C.T.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT MAG NAIL FOUND AT THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT BEING THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF DIXON LANE, A VARIABLE WIDTH RIGHT-OF-WAY, WITH THE EAST RIGHT-OF-WAY LINE OF WHYBURN DRIVE, A 60-FOOT RIGHT-OF-WAY;

THENCE SOUTH 89°44'26" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 888.79 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET IN THE WEST LINE OF THE REPLAT OF WINDRIDGE ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET H, SLIDE 31, P.R.D.C.T. AT THE NORTHEAST CORNER OF SAID LOT 1;

THENCE SOUTH 00°25'41" EAST, ALONG THE COMMON LINE OF SAID LOT 1 AND SAID REPLAT OF WINDRIDGE ADDITION AND WINDRIDGE ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET E, SLIDE 74, P.R.D.C.T., A DISTANCE OF 995.26 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "ARTHUR SURVEY COMPANY" FOUND AT THE WEST COMMON CORNER OF LOTS 4 AND 5 OF SAID WINDRIDGE ADDITION;

THENCE SOUTH 00°29'47" EAST, CONTINUING ALONG THE COMMON LINE OF SAID LOT 1 AND SAID WINDRIDGE ADDITION, PASSING AT A DISTANCE OF 1,053.13 FEET A 3/4-INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF LOT 9, BLOCK B OF SAID WINDRIDGE ADDITION, AND CONTINUING FOR A TOTAL DISTANCE OF 1,318.44 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 46°19'53" WEST, LEAVING SAID COMMON LINE, A DISTANCE OF 22.11 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 86°36'52" WEST, A DISTANCE OF 16.46 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 32°58'50" WEST, A DISTANCE OF 58.29 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE SOUTH 85°08'11" WEST, A DISTANCE OF 58.76 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 42°33'47" WEST, A DISTANCE OF 48.48 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 78°36'54" WEST, A DISTANCE OF 32.29 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 35°04'29" WEST, A DISTANCE OF 171.39 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 00°00'43" EAST, A DISTANCE OF 141.47 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;



THENCE NORTH 83°39'00" WEST, A DISTANCE OF 177.66 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 00°29'47" WEST, A DISTANCE OF 53.35 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE SOUTH 89°30'13" WEST, A DISTANCE OF 472.43 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 00°21'37" WEST, PASSING AT A DISTANCE OF 836.48 FEET A 5/8-INCH IRON ROD WITH A CAP STAMPED "SPOONER 5922" FOUND AT THE SOUTHEAST CORNER OF SAID WHYBURN DRIVE, AND CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE OF WHYBURN DRIVE FOR A TOTAL DISTANCE OF 1,444.08 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "SPOONER 5922" FOUND FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10°00'00", A RADIUS OF 610.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 04°38'23" EAST, 106.33 FEET;

THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

NORTHERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 106.47 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "SPOONER 5922" FOUND FOR CORNER;

NORTH 09°38'23" EAST, A DISTANCE OF 113.36 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "SPOONER 5922" FOUND FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 10°00'00", A RADIUS OF 670.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 04°38'23" EAST, 116.79 FEET;

THENCE NORTHERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 116.94 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "SPOONER 5922" FOUND FOR CORNER;

THENCE NORTH 00°21'37" WEST, A DISTANCE OF 86.57 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,830,926 SQUARE FEET OR 42.032 ACRES OF LAND, MORE OR LESS.



TRACT 2

BEING A TRACT OF LAND LOCATED IN THE EDWIN MARSH SURVEY, ABSTRACT NO. 834, TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS AND BEING A PART OF LOT 1, BLOCK B OF WHYBURN ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2020-187, PLAT RECORDS, DENTON COUNTY, TEXAS (P.R.D.C.T.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF DIXON LANE, A VARIABLE WIDTH RIGHT-OF-WAY, WITH THE WEST LINE OF THE REPLAT OF WINDRIDGE ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET H, SLIDE 31, P.R.D.C.T. AT THE NORTHEAST CORNER OF SAID LOT 1, FROM WHICH A MAG NAIL FOUND AT THE NORTHWEST CORNER OF SAID LOT 1 BEARS NORTH 89°44'26" WEST, A DISTANCE OF 888.79 FEET;

THENCE SOUTH 00°25'41" EAST, ALONG THE COMMON LINE OF SAID LOT 1 AND SAID REPLAT OF WINDRIDGE ADDITION AND WINDRIDGE ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET E, SLIDE 74, P.R.D.C.T., A DISTANCE OF 995.26 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "ARTHUR SURVEY COMPANY" FOUND AT THE WEST COMMON CORNER OF LOTS 4 AND 5 OF SAID WINDRIDGE ADDITION;

THENCE SOUTH 00°29'47" EAST, CONTINUING ALONG THE COMMON LINE OF SAID LOT 1 AND SAID WINDRIDGE ADDITION, DISTANCE OF 737.88 FEET TO A POINT FOR CORNER AT THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED;

THENCE CONTINUING SOUTH 00°29'47" EAST, PASSING AT A DISTANCE OF 315.25 FEET A 3/4-INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF LOT 9, BLOCK B OF SAID WINDRIDGE ADDITION, AND CONTINUING FOR A TOTAL A DISTANCE OF 580.57 FEET TO A POINT FOR CORNER;

THENCE NORTH 46°19'53" WEST, LEAVING SAID COMMON LINE, A DISTANCE OF 22.11 FEET TO A POINT FOR CORNER;

THENCE NORTH 86°36'52" WEST, A DISTANCE OF 16.46 FEET TO A POINT FOR CORNER;

THENCE NORTH 32°58'50" WEST, A DISTANCE OF 58.29 FEET TO A POINT FOR CORNER;

THENCE SOUTH 85°08'11" WEST, A DISTANCE OF 58.76 FEET TO A POINT FOR CORNER;

THENCE NORTH 42°33'47" WEST, A DISTANCE OF 48.48 FEET TO A POINT FOR CORNER;

THENCE NORTH 78°36'54" WEST, A DISTANCE OF 32.29 FEET TO A POINT FOR CORNER;

THENCE NORTH 35°04'29" WEST, A DISTANCE OF 171.39 FEET TO A POINT FOR CORNER;

THENCE NORTH 00°00'43" EAST, A DISTANCE OF 141.47 FEET TO A POINT FOR CORNER;

THENCE NORTH 83°39'00" WEST, A DISTANCE OF 71.90 FEET TO A POINT FOR CORNER;

THENCE NORTH 00°29'47" WEST, A DISTANCE OF 215.96 FEET TO A POINT FOR CORNER;

THENCE NORTH 89°30'13" EAST, A DISTANCE OF 77.45 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 85°53'03", A RADIUS OF 75.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 85°50'26" EAST, 102.19 FEET;

THENCE EASTERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 112.42 FEET TO A POINT FOR CORNER;



THENCE SOUTH 37°56'33" EAST, A DISTANCE OF 27.60 FEET TO A POINT FOR CORNER;

THENCE NORTH 89°34'19" EAST, A DISTANCE OF 157.58 FEET TO THE POINT OF BEGINNING AND CONTAINING 153,540 SQUARE FEET OR 3.525 ACRES OF LAND, MORE OR LESS.



TRACT 3 (MEDIUM DENSITY)

BEING A TRACT OF LAND LOCATED IN THE EDWIN MARSH SURVEY, ABSTRACT NO. 834, TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS AND BEING A PART OF LOT 1, BLOCK B OF WHYBURN ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2020-187, PLAT RECORDS, DENTON COUNTY, TEXAS (P.R.D.C.T.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF DIXON LANE, A VARIABLE WIDTH RIGHT-OF-WAY, WITH THE WEST LINE OF THE REPLAT OF WINDRIDGE ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET H, SLIDE 31, P.R.D.C.T. AT THE NORTHEAST CORNER OF SAID LOT 1, FROM WHICH A MAG NAIL FOUND AT THE NORTHWEST CORNER OF SAID LOT 1 BEARS NORTH 89°44'26" WEST, A DISTANCE OF 888.79 FEET;

THENCE SOUTH 49°48'56" WEST, A DISTANCE OF 300.74 FEET TO A POINT FOR CORNER AT THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED;

THENCE SOUTH 29°18'17" EAST, A DISTANCE OF 45.56 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 28°52'37", A RADIUS OF 275.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 14°51'59" EAST, 137.14 FEET;

THENCE SOUTHERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 138.60 FEET TO A POINT FOR CORNER;

THENCE SOUTH 00°25'41" EAST, A DISTANCE OF 305.13 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 16°03'51", A RADIUS OF 275.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 07°36'15" WEST, 76.85 FEET;

THENCE SOUTHERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 77.10 FEET TO A POINT FOR CORNER;

THENCE SOUTH 15°38'10" WEST, A DISTANCE OF 67.68 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 32°42'54", A RADIUS OF 275.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 00°43'17" EAST, 154.90 FEET;

THENCE SOUTHERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 157.02 FEET TO A POINT FOR CORNER;

THENCE SOUTH 17°04'44" EAST, A DISTANCE OF 60.27 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 16°34'57", A RADIUS OF 275.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 08°47'15" EAST, 79.31 FEET;

THENCE SOUTHERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 79.59 FEET TO A POINT FOR CORNER;

THENCE SOUTH 00°29'47" EAST, A DISTANCE OF 520.55 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 55.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 44°30'13" WEST, 77.78 FEET;

THENCE SOUTHWESTERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 86.39 FEET TO A POINT FOR CORNER;

THENCE SOUTH 89°30'13" WEST, A DISTANCE OF 245.00 FEET TO A POINT FOR CORNER;

THENCE NORTH 00°29'47" WEST, A DISTANCE OF 129.37 FEET TO A POINT FOR CORNER;

THENCE SOUTH 89°30'13" WEST, A DISTANCE OF 165.00 FEET TO A POINT FOR CORNER;



THENCE NORTH 00°29'47" WEST, A DISTANCE OF 73.01 FEET TO A POINT FOR CORNER;

THENCE SOUTH 89°23'56" WEST, A DISTANCE OF 165.01 FEET TO A POINT FOR CORNER;

THENCE NORTH 00°36'04" WEST, A DISTANCE OF 317.55 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 02°57'36", A RADIUS OF 275.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 02°04'52" WEST, 14.21 FEET;

THENCE NORTHERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 14.21 FEET TO A POINT FOR CORNER;

THENCE NORTH 03°33'40" WEST, A DISTANCE OF 333.77 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 17°49'33", A RADIUS OF 225.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 05°21'07" EAST, 69.72 FEET;

THENCE NORTHERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 70.00 FEET TO A POINT FOR CORNER;

THENCE NORTH 14°15'53" EAST, A DISTANCE OF 71.47 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 14°41'34", A RADIUS OF 425.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 06°55'06" EAST, 108.69 FEET;

THENCE NORTHERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 108.99 FEET TO A POINT FOR CORNER;

THENCE NORTH 00°25'41" WEST, A DISTANCE OF 354.64 FEET TO A POINT FOR CORNER;

THENCE SOUTH 89°52'45" EAST, A DISTANCE OF 310.02 FEET TO A POINT FOR CORNER;

THENCE SOUTH 00°25'41" EAST, A DISTANCE OF 107.78 FEET TO A POINT FOR CORNER;

THENCE NORTH 89°34'19" EAST, A DISTANCE OF 118.60 FEET TO A POINT FOR CORNER;

THENCE NORTH 00°29'47" WEST, A DISTANCE OF 55.13 FEET TO A POINT FOR CORNER;

THENCE NORTH 59°01'07" EAST, A DISTANCE OF 145.47 FEET TO A POINT FOR CORNER AT THE POINT OF BEGINNING AND CONTAINING 838,490 SQUARE FEET OR 19.249 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS IS THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH CENTRAL ZONE (4202) AS DERIVED FROM GPS OBSERVATIONS. ALL AREAS AND DISTANCES ARE SURFACE MEASUREMENTS.



TRACT 4 (LOW DENSITY)

BEING A TRACT OF LAND LOCATED IN THE EDWIN MARSH SURVEY, ABSTRACT NO. 834, TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS AND BEING A PART OF LOT 1, BLOCK B OF WHYBURN ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2020-187, PLAT RECORDS, DENTON COUNTY, TEXAS (P.R.D.C.T.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT MAG NAIL FOUND AT THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT BEING THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF DIXON LANE, A VARIABLE WIDTH RIGHT-OF-WAY, WITH THE EAST RIGHT-OF-WAY LINE OF WHYBURN DRIVE, A 60-FOOT RIGHT-OF-WAY;

THENCE SOUTH 89°44'26" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 888.79 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET IN THE WEST LINE OF THE REPLAT OF WINDRIDGE ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET H, SLIDE 31, P.R.D.C.T. AT THE NORTHEAST CORNER OF SAID LOT 1;

THENCE SOUTH 00°25'41" EAST, ALONG THE COMMON LINE OF SAID LOT 1 AND SAID REPLAT OF WINDRIDGE ADDITION AND WINDRIDGE ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET E, SLIDE 74, P.R.D.C.T., A DISTANCE OF 995.26 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "ARTHUR SURVEY COMPANY" FOUND AT THE WEST COMMON CORNER OF LOTS 4 AND 5 OF SAID WINDRIDGE ADDITION;

THENCE SOUTH 00°29'47" EAST, CONTINUING ALONG THE COMMON LINE OF SAID LOT 1 AND SAID WINDRIDGE ADDITION, PASSING AT A DISTANCE OF 1,053.13 FEET A 3/4-INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF LOT 9, BLOCK B OF SAID WINDRIDGE ADDITION, AND CONTINUING FOR A TOTAL DISTANCE OF 1,318.44 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 46°19'53" WEST, LEAVING SAID COMMON LINE, A DISTANCE OF 22.11 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 86°36'52" WEST, A DISTANCE OF 16.46 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 32°58'50" WEST, A DISTANCE OF 58.29 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE SOUTH 85°08'11" WEST, A DISTANCE OF 58.76 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 42°33'47" WEST, A DISTANCE OF 48.48 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 78°36'54" WEST, A DISTANCE OF 32.29 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 35°04'29" WEST, A DISTANCE OF 171.39 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 00°00'43" EAST, A DISTANCE OF 141.47 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;



THENCE NORTH 83°39'00" WEST, A DISTANCE OF 177.66 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 00°29'47" WEST, A DISTANCE OF 53.35 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE SOUTH 89°30'13" WEST, A DISTANCE OF 472.43 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 00°21'37" WEST, PASSING AT A DISTANCE OF 836.48 FEET A 5/8-INCH IRON ROD WITH A CAP STAMPED "SPOONER 5922" FOUND AT THE SOUTHEAST CORNER OF SAID WHYBURN DRIVE, AND CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE OF WHYBURN DRIVE FOR A TOTAL DISTANCE OF 1,444.08 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "SPOONER 5922" FOUND FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10°00'00", A RADIUS OF 610.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 04°38'23" EAST, 106.33 FEET;

THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

NORTHERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 106.47 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "SPOONER 5922" FOUND FOR CORNER;

NORTH 09°38'23" EAST, A DISTANCE OF 113.36 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "SPOONER 5922" FOUND FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 10°00'00", A RADIUS OF 670.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 04°38'23" EAST, 116.79 FEET;

THENCE NORTHERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 116.94 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "SPOONER 5922" FOUND FOR CORNER;

THENCE NORTH 00°21'37" WEST, A DISTANCE OF 86.57 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,830,926 SQUARE FEET OR 42.032 ACRES OF LAND, MORE OR LESS.

SAVE & EXCEPT THE FOLLOWING TWO (2) TRACTS OF LAND:

TRACT 2

BEING A TRACT OF LAND LOCATED IN THE EDWIN MARSH SURVEY, ABSTRACT NO. 834, TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS AND BEING A PART OF LOT 1, BLOCK B OF WHYBURN ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2020-187, PLAT RECORDS, DENTON COUNTY, TEXAS (P.R.D.C.T.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF DIXON LANE, A VARIABLE WIDTH RIGHT-OF-WAY, WITH THE WEST LINE OF THE REPLAT OF WINDRIDGE ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET H, SLIDE 31, P.R.D.C.T. AT THE NORTHEAST CORNER OF SAID LOT 1, FROM WHICH A MAG NAIL FOUND AT THE NORTHWEST CORNER OF SAID LOT 1 BEARS NORTH 89°44'26" WEST, A DISTANCE OF 888.79 FEET;

THENCE SOUTH 00°25'41" EAST, ALONG THE COMMON LINE OF SAID LOT 1 AND SAID REPLAT OF WINDRIDGE ADDITION AND WINDRIDGE ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET E, SLIDE 74, P.R.D.C.T., A DISTANCE OF 995.26 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "ARTHUR SURVEY COMPANY" FOUND AT THE WEST COMMON CORNER OF LOTS 4 AND 5 OF SAID WINDRIDGE ADDITION;



THENCE SOUTH 00°29'47" EAST, CONTINUING ALONG THE COMMON LINE OF SAID LOT 1 AND SAID WINDRIDGE ADDITION, DISTANCE OF 737.88 FEET TO A POINT FOR CORNER AT THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED;

THENCE CONTINUING SOUTH 00°29'47" EAST, PASSING AT A DISTANCE OF 315.25 FEET A 3/4-INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF LOT 9, BLOCK B OF SAID WINDRIDGE ADDITION, AND CONTINUING FOR A TOTAL A DISTANCE OF 580.57 FEET TO A POINT FOR CORNER;

THENCE NORTH 46°19'53" WEST, LEAVING SAID COMMON LINE, A DISTANCE OF 22.11 FEET TO A POINT FOR CORNER;

THENCE NORTH 86°36'52" WEST, A DISTANCE OF 16.46 FEET TO A POINT FOR CORNER;

THENCE NORTH 32°58'50" WEST, A DISTANCE OF 58.29 FEET TO A POINT FOR CORNER;

THENCE SOUTH 85°08'11" WEST, A DISTANCE OF 58.76 FEET TO A POINT FOR CORNER;

THENCE NORTH 42°33'47" WEST, A DISTANCE OF 48.48 FEET TO A POINT FOR CORNER;

THENCE NORTH 78°36'54" WEST, A DISTANCE OF 32.29 FEET TO A POINT FOR CORNER;

THENCE NORTH 35°04'29" WEST, A DISTANCE OF 171.39 FEET TO A POINT FOR CORNER;

THENCE NORTH 00°00'43" EAST, A DISTANCE OF 141.47 FEET TO A POINT FOR CORNER;

THENCE NORTH 83°39'00" WEST, A DISTANCE OF 71.90 FEET TO A POINT FOR CORNER;

THENCE NORTH 00°29'47" WEST, A DISTANCE OF 215.96 FEET TO A POINT FOR CORNER;

THENCE NORTH 89°30'13" EAST, A DISTANCE OF 77.45 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 85°53'03", A RADIUS OF 75.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 85°50'26" EAST, 102.19 FEET;

THENCE EASTERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 112.42 FEET TO A POINT FOR CORNER;

THENCE SOUTH 37°56'33" EAST, A DISTANCE OF 27.60 FEET TO A POINT FOR CORNER;

THENCE NORTH 89°34'19" EAST, A DISTANCE OF 157.58 FEET TO THE POINT OF BEGINNING AND CONTAINING 153,540 SQUARE FEET OR 3.525 ACRES OF LAND, MORE OR LESS.

TRACT 3 (MEDIUM DENSITY)

BEING A TRACT OF LAND LOCATED IN THE EDWIN MARSH SURVEY, ABSTRACT NO. 834, TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS AND BEING A PART OF LOT 1, BLOCK B OF WHYBURN ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2020-187, PLAT RECORDS, DENTON COUNTY, TEXAS (P.R.D.C.T.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF DIXON LANE, A VARIABLE WIDTH RIGHT-OF-WAY, WITH THE WEST LINE OF THE REPLAT OF WINDRIDGE ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET H, SLIDE 31, P.R.D.C.T. AT THE NORTHEAST CORNER OF SAID LOT 1, FROM WHICH A MAG NAIL FOUND AT THE NORTHWEST CORNER OF SAID LOT 1 BEARS NORTH 89°44'26" WEST, A DISTANCE OF 888.79 FEET;



THENCE SOUTH 49°48'56" WEST, A DISTANCE OF 300.74 FEET TO A POINT FOR CORNER AT THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED;

THENCE SOUTH 29°18'17" EAST, A DISTANCE OF 45.56 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 28°52'37", A RADIUS OF 275.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 14°51'59" EAST, 137.14 FEET;

THENCE SOUTHERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 138.60 FEET TO A POINT FOR CORNER;

THENCE SOUTH 00°25'41" EAST, A DISTANCE OF 305.13 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 16°03'51", A RADIUS OF 275.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 07°36'15" WEST, 76.85 FEET;

THENCE SOUTHERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 77.10 FEET TO A POINT FOR CORNER;

THENCE SOUTH 15°38'10" WEST, A DISTANCE OF 67.68 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 32°42'54", A RADIUS OF 275.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 00°43'17" EAST, 154.90 FEET;

THENCE SOUTHERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 157.02 FEET TO A POINT FOR CORNER;

THENCE SOUTH 17°04'44" EAST, A DISTANCE OF 60.27 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 16°34'57", A RADIUS OF 275.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 08°47'15" EAST, 79.31 FEET;

THENCE SOUTHERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 79.59 FEET TO A POINT FOR CORNER;

THENCE SOUTH 00°29'47" EAST, A DISTANCE OF 520.55 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 55.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 44°30'13" WEST, 77.78 FEET;

THENCE SOUTHWESTERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 86.39 FEET TO A POINT FOR CORNER;

THENCE SOUTH 89°30'13" WEST, A DISTANCE OF 245.00 FEET TO A POINT FOR CORNER;

THENCE NORTH 00°29'47" WEST, A DISTANCE OF 129.37 FEET TO A POINT FOR CORNER;

THENCE SOUTH 89°30'13" WEST, A DISTANCE OF 165.00 FEET TO A POINT FOR CORNER;

THENCE NORTH 00°29'47" WEST, A DISTANCE OF 73.01 FEET TO A POINT FOR CORNER;

THENCE SOUTH 89°23'56" WEST, A DISTANCE OF 165.01 FEET TO A POINT FOR CORNER;

THENCE NORTH 00°36'04" WEST, A DISTANCE OF 317.55 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 02°57'36", A RADIUS OF 275.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 02°04'52" WEST, 14.21 FEET;

THENCE NORTHERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 14.21 FEET TO A POINT FOR CORNER;

THENCE NORTH 03°33'40" WEST, A DISTANCE OF 333.77 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 17°49'33", A RADIUS OF 225.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 05°21'07" EAST, 69.72 FEET;



THENCE NORTHERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 70.00 FEET TO A POINT FOR CORNER;

THENCE NORTH 14°15'53" EAST, A DISTANCE OF 71.47 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 14°41'34", A RADIUS OF 425.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 06°55'06" EAST, 108.69 FEET;

THENCE NORTHERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 108.99 FEET TO A POINT FOR CORNER;

THENCE NORTH 00°25'41" WEST, A DISTANCE OF 354.64 FEET TO A POINT FOR CORNER;

THENCE SOUTH 89°52'45" EAST, A DISTANCE OF 310.02 FEET TO A POINT FOR CORNER;

THENCE SOUTH 00°25'41" EAST, A DISTANCE OF 107.78 FEET TO A POINT FOR CORNER;

THENCE NORTH 89°34'19" EAST, A DISTANCE OF 118.60 FEET TO A POINT FOR CORNER;

THENCE NORTH 00°29'47" WEST, A DISTANCE OF 55.13 FEET TO A POINT FOR CORNER;

THENCE NORTH 59°01'07" EAST, A DISTANCE OF 145.47 FEET TO A POINT FOR CORNER AT THE POINT OF BEGINNING AND CONTAINING 838,490 SQUARE FEET OR 19.249 ACRES OF LAND, MORE OR LESS.

LEAVING A NET AREA OF 838,896 SQUARE FEET OR 19.258 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS IS THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH CENTRAL ZONE (4202) AS DERIVED FROM GPS OBSERVATIONS. ALL AREAS AND DISTANCES ARE SURFACE MEASUREMENTS.





TOWN COUNCIL AGENDA K.4. REGULAR ITEM(S)

DATE: March 20, 2023
FROM: Chuck Russell, Principal Planner
ITEM: **Public Hearing to consider an ordinance amending the zoning (ZPD21-0015 – Whyburn) from Agricultural District (A) uses to Planned Development District No.189 (PD-189) with Single Family District-15 (SF-15) and Single Family District-10 (SF-10) 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 & Zoning Commission recommended approval by a vote of 5 to 1 at its October 10, 2022, meeting.) (On November 21, 2022, Town Council moved to table this item to its December 5, 2022, meeting by a vote of 4 to 0.) (On December 5, 2022, Town Council moved to postpone this item to applicants' time schedule by a vote of 5 to 0.)**

BACKGROUND:

- Size – Approx. 38.507 acres
- Proposed Zoning – PD for Single-Family District-15 (minimum lot size of 15,000 square feet) and Single-Family District-10 (minimum lot size of 10,000 square feet) uses. The applicant has removed the portion of their previous request for Single-Family District-5 (minimum lot size of 5,000 square feet) uses.
- Proposed Lots – The applicant's previous request contained 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. The applicant's current request contains a total of 90 single-family residential lots including 28 low density and 62 medium density lots for a maximum density of 2.75 dwelling units per acre.
- SMARTGrowth – Passed
- Traffic Analysis – Passed, based on the TA, traffic generated is not anticipated to exceed the 5% threshold.
- The applicant's current proposal includes dedication of a 3.525 acre park.
- Incentives – N/A
- Exceptions – Topographic Slope
- [Planning & Zoning Commission Report - October 10, 2022](#)
- [Town Council Report - December 5, 2022](#)

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission recommended approval by a vote of 5 to 1 at its October 10, 2022, meeting. On November 21, 2022, Town Council moved to table this item to its December 5, 2022, meeting by a vote of 4 to 0. On December 5, 2022, Town Council moved to postpone this item to applicants' time schedule by a vote of 5 to 0.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

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

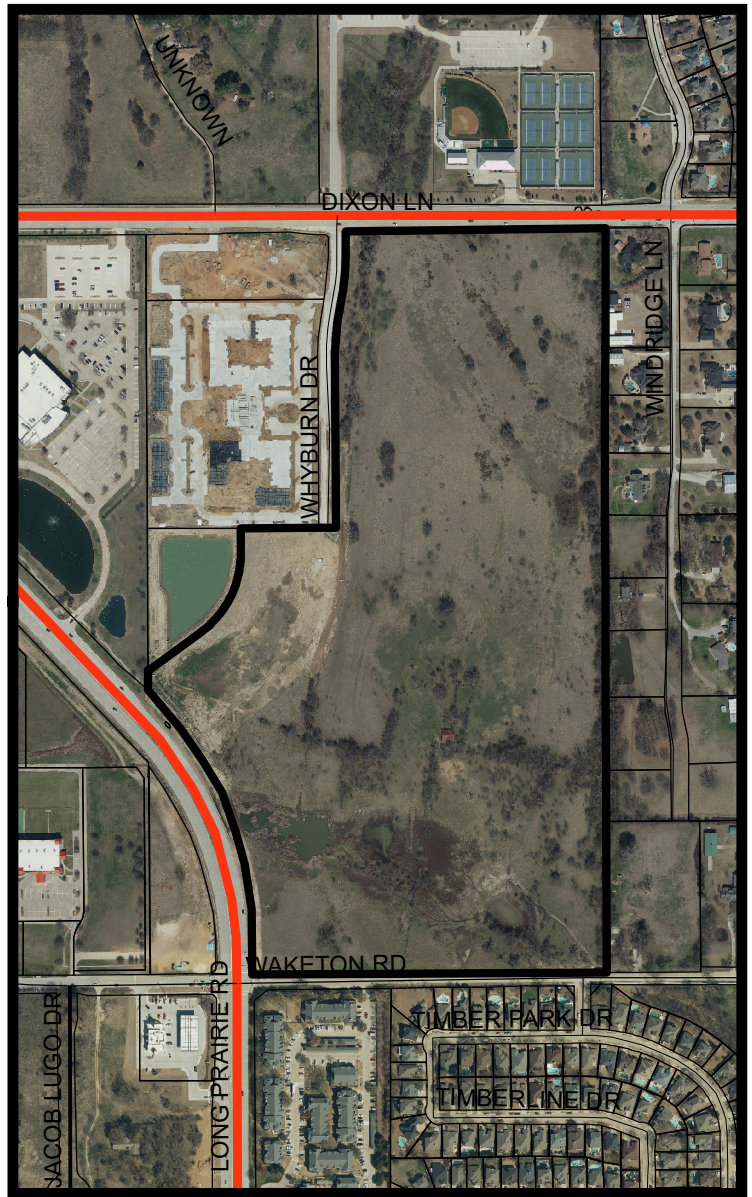
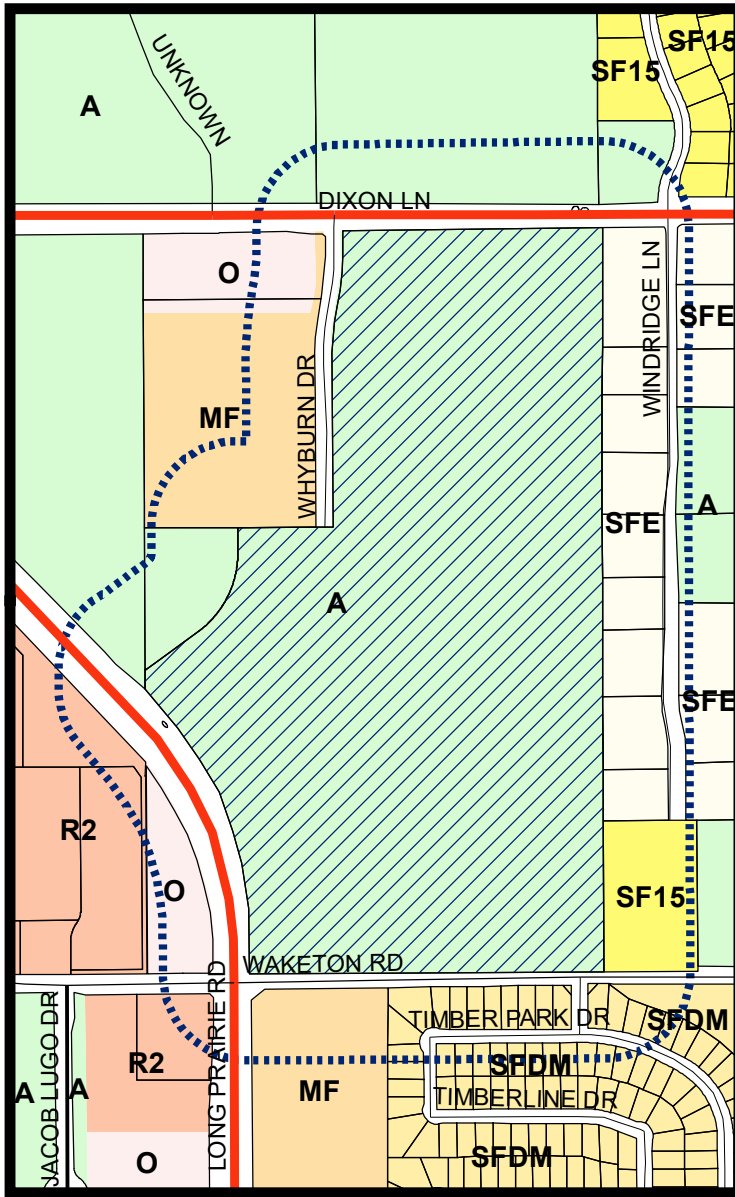
ATTACHMENTS:

1. Vicinity and Aerial Maps
2. Updated Letter of Intent
3. DRAFT Ordinance
4. DRAFT Ordinance Exhibits

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

Vicinity Map

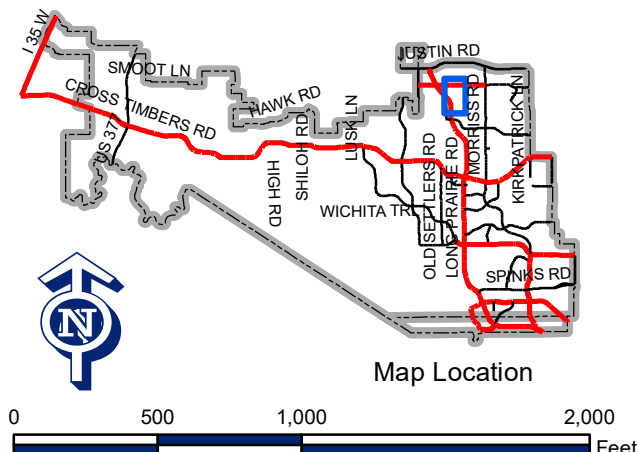
Reference Project: MPA21-0008 & ZPD21-0015



LEGEND

- | | | | | | |
|--|------------------------------|--|----------------------|--|--------|
| | Agriculture | | Multi-Family | | Office |
| | Retail 2 | | Single Family 15 | | |
| | Single Family Density Medium | | Single Family Estate | | |

- Subject Property
- 200 ft Notification Buffer around Property



Visit www.fmdevmap.com to learn more about this project.

Visit <https://www.flower-mound.com/notifyme> to sign up for text message and/or email alerts for future projects.



March 13, 2023

Chuck Russell, Town Planner
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

Mr. Russell,

LandDesign, Inc. has submitted an application on behalf of David Weekley Homes (herein referred to as "Applicant") for a Zoning Planned Development and Master Plan Amendment for the "Whyburn" community (herein referred to as the "site" or "property"). The application for the property is for 42.032 acres of land located at the southeast corner of the intersection of Whyburn Drive and Dixon Lane.

Existing Zoning and Land Uses

Under the Town of Flower Mound's Master Plan, the property is currently zoned Agricultural (A) and listed as predominately "Office" with a small portion of "Retail" along Long Prairie Road. The existing uses on the property include agricultural uses with a small existing shelter used for agricultural storage.

To the east, the property is bordered by the single-family residential homes (SFE zoning, Estate Residential). To the south, across Waketon Road, is the Timberview Estates West neighborhood (SFDM-Obsolete zoning, Low Density Residential) and the Marquis at Lantana multifamily development (MF zoning, High Density Residential). To the west, the property is bordered by Valley Creek Church (A zoning, Retail and Office) and the Watermere at Flower Mound senior living community (MF PD167 zoning, Office). To the north, across Dixon Lane, is the Cottonwood Arena property (A zoning, Office) and the Marcus High School Baseball, Softball, and Tennis complex (A zoning, Office).

Proposed Zoning and Land Use

The Applicant is requesting a Zoning Planned Development and Master Plan Amendment to allow for two (2) tracts within the property. "Tract 1" is anticipated to allow for up to single-family residential lots and it is anticipated that construction of this Tract shall be developed as one phase. The Applicant requests an amendment to the Master Plan to allow for SF-10 (Medium Density) and SF-15 (Low Density) Residential uses with the overall total density for the residential development to be no greater than 2.75 dwelling units per acre (2.75 DUA). Of the ninety (90) total residential lots, a minimum of twenty-eight (28) residential lots shall be 15,000 square feet or greater, or Low Density. The average lot size for all ninety (90) residential lots shall be no less than 12,500 square feet. Within Tract 1, a privately maintained open space area shall remain along Whyburn Drive to account for an improved drainage channel which flows from the northern end of the property to the southern end.

Tract 2 is anticipated to be dedicated to the Town of Flower Mound for the use of future park land and shall be a minimum total area of 3.525 acres.

Special Considerations

The following items include special considerations that are unique to the property that the Applicant has taken into consideration:

1. A 200-foot wide Drainage Easement extends across the southern portion of the overall Whyburn property. Although this easement is located outside of the limits of the proposed Zoning and Master Plan Amendment area, it is important to reference this area for context as it is a determining factor to the proposed Whyburn development. This easement, as coordinated with the Town of Flower Mound, extends from Long Prairie Road (F.M. 2499) to the southeastern corner of the property along Waketon Road. The purpose of this easement is to allow offsite, upstream drainage to pass through the property.
2. In coordination with the Town of Flower Mound, a 50-foot wide Temporary Construction Easement has been located on the northern limits of the 200-foot Drainage Easement has been for the construction of the Drainage Easement. Although this easement is located outside of the limits of the proposed Zoning and Master Plan Amendment area, it is important to reference this area for context as it is a determining factor to the proposed Whyburn development.
3. As discussed with the Town of Flower Mound's Engineering Department, this property is subject to the conveyance of offsite stormwater for the properties located to the north of Dixon Lane. This includes the balance of stormwater drainage from the Marcus High School Baseball, Softball, and Tennis complex and the Cottonwood Arena property.
4. The primary residential street access shall be from Dixon Lane to the north and Whyburn Drive to the west. The Waketon Road access point will maintain the residential character of Waketon Road while the Dixon Lane access point shall align with the existing median break at the LISD athletic complex.

Proposed Exceptions

An amendment to the Town of Flower Mound's Master Plan is requested. The current Master plan indicates a balance of the property to be a future Office use with the small portion of the property along Long Prairie Road (F.M. 2499) to be a Retail use. The Applicant requests an amendment to the Master Plan to allow for SF-10 (Medium Density) and SF-15 (Low Density) Residential uses with the overall total density for the residential development to be no greater than 2.75 dwelling units per acre (DUA).

Additionally, an exception to Section 98-147 is requested. There is no land area that exceeds 12 percent slope within the property. As illustrated within the Environmental Protection Plan (EPP-Figure 9), there is a small area of land located along Dixon Lane calculated to be between 5 percent and 12 percent slope, located outside of any proposed structures, and was created when Dixon Lane was constructed along the northern limits of the property. The total land area that is calculated to be between 5 percent and 12 percent slope totals 1.37 acres. The total acreage of slope to be impacted by this development totals 0.89 acre with no proposed improvements located along Long Prairie Road. Of this total area, 0.093 acres (4,050 square feet), located along Dixon Lane, are subject to this exception request.

Community Outreach and Due Diligence

The Applicant has participated in three (3) Design Review Committee meetings with Town Staff. These meetings were held July 20, 2018, November 16, 2018, and August 11, 2020. The purpose of these Design Review Committee meetings was to receive preliminary feedback based on the proposed zoning and conceptual site plan.

The week of March 22, 2021, the Applicant scheduled a call with each Town Councilmember and Tommy Dalton to discuss the overall vision for the property. These calls were held individually with each Councilmember to elicit input related to the vision for the property and discuss intended land uses.

On October 5, 2021, the Applicant held a work session with the Town of Flower Mound's Parks Board to receive preliminary input into the overall open space vision for the community.

On November 22, 2021, the Applicant held a Community Meeting at the Town of Flower Mound Public Library to meet with neighboring property owners within 250 feet of the property as well as Home Owners Association representatives within ¼ mile of the property. Five (5) community members attended and discussed their thoughts on the proposed site plan for the community.

On December 13, 2021, the Applicant held a work session with the Town of Flower Mound's Planning and Zoning Commission to receive preliminary input into the proposed streetscape, residential density, and open space vision for the community.

On February 24, 2022, the Applicant scheduled a call with Councilmember Engel and Tommy Dalton to discuss the comments received from the Planning and Zoning Commission work session. This call was requested to elicit input related to the limits of the overall rezoning area and intended land uses.

On May 5, 2022, the Applicant held a second work session with the Town of Flower Mound's Parks Board to receive preliminary input into the overall open space vision for the community.

On January 6, 2023, the Applicant walked the community located along Windridge Road, knocked on doors, and provided information to the neighboring homeowners and occupants illustrating the proposed site plan changes from the plan presented at the November 22, 2021 community meeting to the current plan.

Please let me know if you have any questions or need any further information.

A handwritten signature in black ink, appearing to read "H. Kendrick".

Sincerely,
Heth Kendrick, PLA
Partner for LandDesign, Inc.

**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 38.507 ACRES OF LAND BEING A PART OF LOT 1, BLOCK B, OF THE WHYBURN ADDITION, FROM A AGRICULTURAL DISTRICT USES TO PLANNED DEVELOPMENT DISTRICT-189 (PD-189) WITH CERTAIN SF-15 SINGLE-FAMILY DISTRICT-15 AND SF-10 SINGLE-FAMILY DISTRICT-10 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, Texas ("Town") 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 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 38.507 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 A Agricultural District uses to Planned Development District No.189 (PD-189) with certain SF-15 Single-Family District-15 and SF-10 Single-Family District-10 uses; and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on October 10, 2022, and the Town Council of the Town held a public hearing on March 20, 2023, with respect to the proposed rezoning as described herein; and,

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

WHEREAS, the Town Council finds that amendment of the Zoning Map as outlined herein is in the best interest of the Town 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 38.507 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 SF-15 Single-Family District-15 and SF-10 Single-Family District-10 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.

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

SECTION 10

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 20TH DAY OF MARCH, 2023.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

TRACT 1

BEING A TRACT OF LAND LOCATED IN THE EDWIN MARSH SURVEY, ABSTRACT NO. 834, TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS AND BEING A PART OF LOT 1, BLOCK B OF WHYBURN ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2020-187, PLAT RECORDS, DENTON COUNTY, TEXAS (P.R.D.C.T.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT MAG NAIL FOUND AT THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT BEING THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF DIXON LANE, A VARIABLE WIDTH RIGHT-OF-WAY, WITH THE EAST RIGHT-OF-WAY LINE OF WHYBURN DRIVE, A 60-FOOT RIGHT-OF-WAY;

THENCE SOUTH 89°44'26" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 888.79 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET IN THE WEST LINE OF THE REPLAT OF WINDRIDGE ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET H, SLIDE 31, P.R.D.C.T. AT THE NORTHEAST CORNER OF SAID LOT 1;

THENCE SOUTH 00°25'41" EAST, ALONG THE COMMON LINE OF SAID LOT 1 AND SAID REPLAT OF WINDRIDGE ADDITION AND WINDRIDGE ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET E, SLIDE 74, P.R.D.C.T., A DISTANCE OF 995.26 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "ARTHUR SURVEY COMPANY" FOUND AT THE WEST COMMON CORNER OF LOTS 4 AND 5 OF SAID WINDRIDGE ADDITION;

THENCE SOUTH 00°29'47" EAST, CONTINUING ALONG THE COMMON LINE OF SAID LOT 1 AND SAID WINDRIDGE ADDITION, PASSING AT A DISTANCE OF 1,053.13 FEET A 3/4-INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF LOT 9, BLOCK B OF SAID WINDRIDGE ADDITION, AND CONTINUING FOR A TOTAL DISTANCE OF 1,318.44 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 46°19'53" WEST, LEAVING SAID COMMON LINE, A DISTANCE OF 22.11 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 86°36'52" WEST, A DISTANCE OF 16.46 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 32°58'50" WEST, A DISTANCE OF 58.29 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE SOUTH 85°08'11" WEST, A DISTANCE OF 58.76 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 42°33'47" WEST, A DISTANCE OF 48.48 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 78°36'54" WEST, A DISTANCE OF 32.29 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 35°04'29" WEST, A DISTANCE OF 171.39 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 00°00'43" EAST, A DISTANCE OF 141.47 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;



THENCE NORTH 83°39'00" WEST, A DISTANCE OF 177.66 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 00°29'47" WEST, A DISTANCE OF 53.35 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE SOUTH 89°30'13" WEST, A DISTANCE OF 472.43 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 00°21'37" WEST, PASSING AT A DISTANCE OF 836.48 FEET A 5/8-INCH IRON ROD WITH A CAP STAMPED "SPOONER 5922" FOUND AT THE SOUTHEAST CORNER OF SAID WHYBURN DRIVE, AND CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE OF WHYBURN DRIVE FOR A TOTAL DISTANCE OF 1,444.08 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "SPOONER 5922" FOUND FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10°00'00", A RADIUS OF 610.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 04°38'23" EAST, 106.33 FEET;

THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

NORTHERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 106.47 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "SPOONER 5922" FOUND FOR CORNER;

NORTH 09°38'23" EAST, A DISTANCE OF 113.36 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "SPOONER 5922" FOUND FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 10°00'00", A RADIUS OF 670.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 04°38'23" EAST, 116.79 FEET;

THENCE NORTHERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 116.94 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "SPOONER 5922" FOUND FOR CORNER;

THENCE NORTH 00°21'37" WEST, A DISTANCE OF 86.57 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,830,926 SQUARE FEET OR 42.032 ACRES OF LAND, MORE OR LESS.



TRACT 2

BEING A TRACT OF LAND LOCATED IN THE EDWIN MARSH SURVEY, ABSTRACT NO. 834, TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS AND BEING A PART OF LOT 1, BLOCK B OF WHYBURN ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2020-187, PLAT RECORDS, DENTON COUNTY, TEXAS (P.R.D.C.T.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF DIXON LANE, A VARIABLE WIDTH RIGHT-OF-WAY, WITH THE WEST LINE OF THE REPLAT OF WINDRIDGE ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET H, SLIDE 31, P.R.D.C.T. AT THE NORTHEAST CORNER OF SAID LOT 1, FROM WHICH A MAG NAIL FOUND AT THE NORTHWEST CORNER OF SAID LOT 1 BEARS NORTH 89°44'26" WEST, A DISTANCE OF 888.79 FEET;

THENCE SOUTH 00°25'41" EAST, ALONG THE COMMON LINE OF SAID LOT 1 AND SAID REPLAT OF WINDRIDGE ADDITION AND WINDRIDGE ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET E, SLIDE 74, P.R.D.C.T., A DISTANCE OF 995.26 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "ARTHUR SURVEY COMPANY" FOUND AT THE WEST COMMON CORNER OF LOTS 4 AND 5 OF SAID WINDRIDGE ADDITION;

THENCE SOUTH 00°29'47" EAST, CONTINUING ALONG THE COMMON LINE OF SAID LOT 1 AND SAID WINDRIDGE ADDITION, DISTANCE OF 737.88 FEET TO A POINT FOR CORNER AT THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED;

THENCE CONTINUING SOUTH 00°29'47" EAST, PASSING AT A DISTANCE OF 315.25 FEET A 3/4-INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF LOT 9, BLOCK B OF SAID WINDRIDGE ADDITION, AND CONTINUING FOR A TOTAL A DISTANCE OF 580.57 FEET TO A POINT FOR CORNER;

THENCE NORTH 46°19'53" WEST, LEAVING SAID COMMON LINE, A DISTANCE OF 22.11 FEET TO A POINT FOR CORNER;

THENCE NORTH 86°36'52" WEST, A DISTANCE OF 16.46 FEET TO A POINT FOR CORNER;

THENCE NORTH 32°58'50" WEST, A DISTANCE OF 58.29 FEET TO A POINT FOR CORNER;

THENCE SOUTH 85°08'11" WEST, A DISTANCE OF 58.76 FEET TO A POINT FOR CORNER;

THENCE NORTH 42°33'47" WEST, A DISTANCE OF 48.48 FEET TO A POINT FOR CORNER;

THENCE NORTH 78°36'54" WEST, A DISTANCE OF 32.29 FEET TO A POINT FOR CORNER;

THENCE NORTH 35°04'29" WEST, A DISTANCE OF 171.39 FEET TO A POINT FOR CORNER;

THENCE NORTH 00°00'43" EAST, A DISTANCE OF 141.47 FEET TO A POINT FOR CORNER;

THENCE NORTH 83°39'00" WEST, A DISTANCE OF 71.90 FEET TO A POINT FOR CORNER;

THENCE NORTH 00°29'47" WEST, A DISTANCE OF 215.96 FEET TO A POINT FOR CORNER;

THENCE NORTH 89°30'13" EAST, A DISTANCE OF 77.45 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 85°53'03", A RADIUS OF 75.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 85°50'26" EAST, 102.19 FEET;

THENCE EASTERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 112.42 FEET TO A POINT FOR CORNER;



THENCE SOUTH 37°56'33" EAST, A DISTANCE OF 27.60 FEET TO A POINT FOR CORNER;

THENCE NORTH 89°34'19" EAST, A DISTANCE OF 157.58 FEET TO THE POINT OF BEGINNING AND CONTAINING 153,540 SQUARE FEET OR 3.525 ACRES OF LAND, MORE OR LESS.



TRACT 3 (MEDIUM DENSITY)

BEING A TRACT OF LAND LOCATED IN THE EDWIN MARSH SURVEY, ABSTRACT NO. 834, TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS AND BEING A PART OF LOT 1, BLOCK B OF WHYBURN ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2020-187, PLAT RECORDS, DENTON COUNTY, TEXAS (P.R.D.C.T.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF DIXON LANE, A VARIABLE WIDTH RIGHT-OF-WAY, WITH THE WEST LINE OF THE REPLAT OF WINDRIDGE ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET H, SLIDE 31, P.R.D.C.T. AT THE NORTHEAST CORNER OF SAID LOT 1, FROM WHICH A MAG NAIL FOUND AT THE NORTHWEST CORNER OF SAID LOT 1 BEARS NORTH 89°44'26" WEST, A DISTANCE OF 888.79 FEET;

THENCE SOUTH 49°48'56" WEST, A DISTANCE OF 300.74 FEET TO A POINT FOR CORNER AT THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED;

THENCE SOUTH 29°18'17" EAST, A DISTANCE OF 45.56 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 28°52'37", A RADIUS OF 275.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 14°51'59" EAST, 137.14 FEET;

THENCE SOUTHERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 138.60 FEET TO A POINT FOR CORNER;

THENCE SOUTH 00°25'41" EAST, A DISTANCE OF 305.13 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 16°03'51", A RADIUS OF 275.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 07°36'15" WEST, 76.85 FEET;

THENCE SOUTHERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 77.10 FEET TO A POINT FOR CORNER;

THENCE SOUTH 15°38'10" WEST, A DISTANCE OF 67.68 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 32°42'54", A RADIUS OF 275.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 00°43'17" EAST, 154.90 FEET;

THENCE SOUTHERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 157.02 FEET TO A POINT FOR CORNER;

THENCE SOUTH 17°04'44" EAST, A DISTANCE OF 60.27 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 16°34'57", A RADIUS OF 275.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 08°47'15" EAST, 79.31 FEET;

THENCE SOUTHERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 79.59 FEET TO A POINT FOR CORNER;

THENCE SOUTH 00°29'47" EAST, A DISTANCE OF 520.55 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 55.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 44°30'13" WEST, 77.78 FEET;

THENCE SOUTHWESTERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 86.39 FEET TO A POINT FOR CORNER;

THENCE SOUTH 89°30'13" WEST, A DISTANCE OF 245.00 FEET TO A POINT FOR CORNER;

THENCE NORTH 00°29'47" WEST, A DISTANCE OF 129.37 FEET TO A POINT FOR CORNER;

THENCE SOUTH 89°30'13" WEST, A DISTANCE OF 165.00 FEET TO A POINT FOR CORNER;



THENCE NORTH 00°29'47" WEST, A DISTANCE OF 73.01 FEET TO A POINT FOR CORNER;

THENCE SOUTH 89°23'56" WEST, A DISTANCE OF 165.01 FEET TO A POINT FOR CORNER;

THENCE NORTH 00°36'04" WEST, A DISTANCE OF 317.55 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 02°57'36", A RADIUS OF 275.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 02°04'52" WEST, 14.21 FEET;

THENCE NORTHERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 14.21 FEET TO A POINT FOR CORNER;

THENCE NORTH 03°33'40" WEST, A DISTANCE OF 333.77 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 17°49'33", A RADIUS OF 225.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 05°21'07" EAST, 69.72 FEET;

THENCE NORTHERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 70.00 FEET TO A POINT FOR CORNER;

THENCE NORTH 14°15'53" EAST, A DISTANCE OF 71.47 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 14°41'34", A RADIUS OF 425.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 06°55'06" EAST, 108.69 FEET;

THENCE NORTHERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 108.99 FEET TO A POINT FOR CORNER;

THENCE NORTH 00°25'41" WEST, A DISTANCE OF 354.64 FEET TO A POINT FOR CORNER;

THENCE SOUTH 89°52'45" EAST, A DISTANCE OF 310.02 FEET TO A POINT FOR CORNER;

THENCE SOUTH 00°25'41" EAST, A DISTANCE OF 107.78 FEET TO A POINT FOR CORNER;

THENCE NORTH 89°34'19" EAST, A DISTANCE OF 118.60 FEET TO A POINT FOR CORNER;

THENCE NORTH 00°29'47" WEST, A DISTANCE OF 55.13 FEET TO A POINT FOR CORNER;

THENCE NORTH 59°01'07" EAST, A DISTANCE OF 145.47 FEET TO A POINT FOR CORNER AT THE POINT OF BEGINNING AND CONTAINING 838,490 SQUARE FEET OR 19.249 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS IS THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH CENTRAL ZONE (4202) AS DERIVED FROM GPS OBSERVATIONS. ALL AREAS AND DISTANCES ARE SURFACE MEASUREMENTS.



TRACT 4 (LOW DENSITY)

BEING A TRACT OF LAND LOCATED IN THE EDWIN MARSH SURVEY, ABSTRACT NO. 834, TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS AND BEING A PART OF LOT 1, BLOCK B OF WHYBURN ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2020-187, PLAT RECORDS, DENTON COUNTY, TEXAS (P.R.D.C.T.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT MAG NAIL FOUND AT THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT BEING THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF DIXON LANE, A VARIABLE WIDTH RIGHT-OF-WAY, WITH THE EAST RIGHT-OF-WAY LINE OF WHYBURN DRIVE, A 60-FOOT RIGHT-OF-WAY;

THENCE SOUTH 89°44'26" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 888.79 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET IN THE WEST LINE OF THE REPLAT OF WINDRIDGE ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET H, SLIDE 31, P.R.D.C.T. AT THE NORTHEAST CORNER OF SAID LOT 1;

THENCE SOUTH 00°25'41" EAST, ALONG THE COMMON LINE OF SAID LOT 1 AND SAID REPLAT OF WINDRIDGE ADDITION AND WINDRIDGE ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET E, SLIDE 74, P.R.D.C.T., A DISTANCE OF 995.26 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "ARTHUR SURVEY COMPANY" FOUND AT THE WEST COMMON CORNER OF LOTS 4 AND 5 OF SAID WINDRIDGE ADDITION;

THENCE SOUTH 00°29'47" EAST, CONTINUING ALONG THE COMMON LINE OF SAID LOT 1 AND SAID WINDRIDGE ADDITION, PASSING AT A DISTANCE OF 1,053.13 FEET A 3/4-INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF LOT 9, BLOCK B OF SAID WINDRIDGE ADDITION, AND CONTINUING FOR A TOTAL DISTANCE OF 1,318.44 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 46°19'53" WEST, LEAVING SAID COMMON LINE, A DISTANCE OF 22.11 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 86°36'52" WEST, A DISTANCE OF 16.46 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 32°58'50" WEST, A DISTANCE OF 58.29 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE SOUTH 85°08'11" WEST, A DISTANCE OF 58.76 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 42°33'47" WEST, A DISTANCE OF 48.48 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 78°36'54" WEST, A DISTANCE OF 32.29 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 35°04'29" WEST, A DISTANCE OF 171.39 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 00°00'43" EAST, A DISTANCE OF 141.47 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;



THENCE NORTH 83°39'00" WEST, A DISTANCE OF 177.66 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 00°29'47" WEST, A DISTANCE OF 53.35 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE SOUTH 89°30'13" WEST, A DISTANCE OF 472.43 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 00°21'37" WEST, PASSING AT A DISTANCE OF 836.48 FEET A 5/8-INCH IRON ROD WITH A CAP STAMPED "SPOONER 5922" FOUND AT THE SOUTHEAST CORNER OF SAID WHYBURN DRIVE, AND CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE OF WHYBURN DRIVE FOR A TOTAL DISTANCE OF 1,444.08 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "SPOONER 5922" FOUND FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10°00'00", A RADIUS OF 610.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 04°38'23" EAST, 106.33 FEET;

THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

NORTHERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 106.47 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "SPOONER 5922" FOUND FOR CORNER;

NORTH 09°38'23" EAST, A DISTANCE OF 113.36 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "SPOONER 5922" FOUND FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 10°00'00", A RADIUS OF 670.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 04°38'23" EAST, 116.79 FEET;

THENCE NORTHERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 116.94 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "SPOONER 5922" FOUND FOR CORNER;

THENCE NORTH 00°21'37" WEST, A DISTANCE OF 86.57 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,830,926 SQUARE FEET OR 42.032 ACRES OF LAND, MORE OR LESS.

SAVE & EXCEPT THE FOLLOWING TWO (2) TRACTS OF LAND:

TRACT 2

BEING A TRACT OF LAND LOCATED IN THE EDWIN MARSH SURVEY, ABSTRACT NO. 834, TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS AND BEING A PART OF LOT 1, BLOCK B OF WHYBURN ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2020-187, PLAT RECORDS, DENTON COUNTY, TEXAS (P.R.D.C.T.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF DIXON LANE, A VARIABLE WIDTH RIGHT-OF-WAY, WITH THE WEST LINE OF THE REPLAT OF WINDRIDGE ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET H, SLIDE 31, P.R.D.C.T. AT THE NORTHEAST CORNER OF SAID LOT 1, FROM WHICH A MAG NAIL FOUND AT THE NORTHWEST CORNER OF SAID LOT 1 BEARS NORTH 89°44'26" WEST, A DISTANCE OF 888.79 FEET;

THENCE SOUTH 00°25'41" EAST, ALONG THE COMMON LINE OF SAID LOT 1 AND SAID REPLAT OF WINDRIDGE ADDITION AND WINDRIDGE ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET E, SLIDE 74, P.R.D.C.T., A DISTANCE OF 995.26 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "ARTHUR SURVEY COMPANY" FOUND AT THE WEST COMMON CORNER OF LOTS 4 AND 5 OF SAID WINDRIDGE ADDITION;



THENCE SOUTH 00°29'47" EAST, CONTINUING ALONG THE COMMON LINE OF SAID LOT 1 AND SAID WINDRIDGE ADDITION, DISTANCE OF 737.88 FEET TO A POINT FOR CORNER AT THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED;

THENCE CONTINUING SOUTH 00°29'47" EAST, PASSING AT A DISTANCE OF 315.25 FEET A 3/4-INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF LOT 9, BLOCK B OF SAID WINDRIDGE ADDITION, AND CONTINUING FOR A TOTAL A DISTANCE OF 580.57 FEET TO A POINT FOR CORNER;

THENCE NORTH 46°19'53" WEST, LEAVING SAID COMMON LINE, A DISTANCE OF 22.11 FEET TO A POINT FOR CORNER;

THENCE NORTH 86°36'52" WEST, A DISTANCE OF 16.46 FEET TO A POINT FOR CORNER;

THENCE NORTH 32°58'50" WEST, A DISTANCE OF 58.29 FEET TO A POINT FOR CORNER;

THENCE SOUTH 85°08'11" WEST, A DISTANCE OF 58.76 FEET TO A POINT FOR CORNER;

THENCE NORTH 42°33'47" WEST, A DISTANCE OF 48.48 FEET TO A POINT FOR CORNER;

THENCE NORTH 78°36'54" WEST, A DISTANCE OF 32.29 FEET TO A POINT FOR CORNER;

THENCE NORTH 35°04'29" WEST, A DISTANCE OF 171.39 FEET TO A POINT FOR CORNER;

THENCE NORTH 00°00'43" EAST, A DISTANCE OF 141.47 FEET TO A POINT FOR CORNER;

THENCE NORTH 83°39'00" WEST, A DISTANCE OF 71.90 FEET TO A POINT FOR CORNER;

THENCE NORTH 00°29'47" WEST, A DISTANCE OF 215.96 FEET TO A POINT FOR CORNER;

THENCE NORTH 89°30'13" EAST, A DISTANCE OF 77.45 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 85°53'03", A RADIUS OF 75.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 85°50'26" EAST, 102.19 FEET;

THENCE EASTERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 112.42 FEET TO A POINT FOR CORNER;

THENCE SOUTH 37°56'33" EAST, A DISTANCE OF 27.60 FEET TO A POINT FOR CORNER;

THENCE NORTH 89°34'19" EAST, A DISTANCE OF 157.58 FEET TO THE POINT OF BEGINNING AND CONTAINING 153,540 SQUARE FEET OR 3.525 ACRES OF LAND, MORE OR LESS.

TRACT 3 (MEDIUM DENSITY)

BEING A TRACT OF LAND LOCATED IN THE EDWIN MARSH SURVEY, ABSTRACT NO. 834, TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS AND BEING A PART OF LOT 1, BLOCK B OF WHYBURN ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2020-187, PLAT RECORDS, DENTON COUNTY, TEXAS (P.R.D.C.T.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF DIXON LANE, A VARIABLE WIDTH RIGHT-OF-WAY, WITH THE WEST LINE OF THE REPLAT OF WINDRIDGE ADDITION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET H, SLIDE 31, P.R.D.C.T. AT THE NORTHEAST CORNER OF SAID LOT 1, FROM WHICH A MAG NAIL FOUND AT THE NORTHWEST CORNER OF SAID LOT 1 BEARS NORTH 89°44'26" WEST, A DISTANCE OF 888.79 FEET;



THENCE SOUTH 49°48'56" WEST, A DISTANCE OF 300.74 FEET TO A POINT FOR CORNER AT THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED;

THENCE SOUTH 29°18'17" EAST, A DISTANCE OF 45.56 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 28°52'37", A RADIUS OF 275.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 14°51'59" EAST, 137.14 FEET;

THENCE SOUTHERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 138.60 FEET TO A POINT FOR CORNER;

THENCE SOUTH 00°25'41" EAST, A DISTANCE OF 305.13 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 16°03'51", A RADIUS OF 275.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 07°36'15" WEST, 76.85 FEET;

THENCE SOUTHERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 77.10 FEET TO A POINT FOR CORNER;

THENCE SOUTH 15°38'10" WEST, A DISTANCE OF 67.68 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 32°42'54", A RADIUS OF 275.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 00°43'17" EAST, 154.90 FEET;

THENCE SOUTHERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 157.02 FEET TO A POINT FOR CORNER;

THENCE SOUTH 17°04'44" EAST, A DISTANCE OF 60.27 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 16°34'57", A RADIUS OF 275.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 08°47'15" EAST, 79.31 FEET;

THENCE SOUTHERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 79.59 FEET TO A POINT FOR CORNER;

THENCE SOUTH 00°29'47" EAST, A DISTANCE OF 520.55 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 55.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 44°30'13" WEST, 77.78 FEET;

THENCE SOUTHWESTERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 86.39 FEET TO A POINT FOR CORNER;

THENCE SOUTH 89°30'13" WEST, A DISTANCE OF 245.00 FEET TO A POINT FOR CORNER;

THENCE NORTH 00°29'47" WEST, A DISTANCE OF 129.37 FEET TO A POINT FOR CORNER;

THENCE SOUTH 89°30'13" WEST, A DISTANCE OF 165.00 FEET TO A POINT FOR CORNER;

THENCE NORTH 00°29'47" WEST, A DISTANCE OF 73.01 FEET TO A POINT FOR CORNER;

THENCE SOUTH 89°23'56" WEST, A DISTANCE OF 165.01 FEET TO A POINT FOR CORNER;

THENCE NORTH 00°36'04" WEST, A DISTANCE OF 317.55 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 02°57'36", A RADIUS OF 275.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 02°04'52" WEST, 14.21 FEET;

THENCE NORTHERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 14.21 FEET TO A POINT FOR CORNER;

THENCE NORTH 03°33'40" WEST, A DISTANCE OF 333.77 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 17°49'33", A RADIUS OF 225.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 05°21'07" EAST, 69.72 FEET;



THENCE NORTHERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 70.00 FEET TO A POINT FOR CORNER;

THENCE NORTH 14°15'53" EAST, A DISTANCE OF 71.47 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 14°41'34", A RADIUS OF 425.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 06°55'06" EAST, 108.69 FEET;

THENCE NORTHERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 108.99 FEET TO A POINT FOR CORNER;

THENCE NORTH 00°25'41" WEST, A DISTANCE OF 354.64 FEET TO A POINT FOR CORNER;

THENCE SOUTH 89°52'45" EAST, A DISTANCE OF 310.02 FEET TO A POINT FOR CORNER;

THENCE SOUTH 00°25'41" EAST, A DISTANCE OF 107.78 FEET TO A POINT FOR CORNER;

THENCE NORTH 89°34'19" EAST, A DISTANCE OF 118.60 FEET TO A POINT FOR CORNER;

THENCE NORTH 00°29'47" WEST, A DISTANCE OF 55.13 FEET TO A POINT FOR CORNER;

THENCE NORTH 59°01'07" EAST, A DISTANCE OF 145.47 FEET TO A POINT FOR CORNER AT THE POINT OF BEGINNING AND CONTAINING 838,490 SQUARE FEET OR 19.249 ACRES OF LAND, MORE OR LESS.

LEAVING A NET AREA OF 838,896 SQUARE FEET OR 19.258 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS IS THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH CENTRAL ZONE (4202) AS DERIVED FROM GPS OBSERVATIONS. ALL AREAS AND DISTANCES ARE SURFACE MEASUREMENTS.

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 SF-15 Single-Family District-15, section 98-365 of 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.

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.

C. RESIDENTIAL LOT REQUIREMENTS. There shall be a maximum of 90 residential lots within PD-189.

1. The average lot size for all residential lots will be 12,500 square feet.
2. The maximum total dwelling units per acre (DUA) for the entire development shall be 2.75 DUA.

D. LANDSCAPING AND FENCING. Landscaping and fencing shall be provided as shown on Exhibit "D" and the following:

1. Board-on-board cedar fencing shall be 6-feet in height and shall be constructed along the common lot line between the Windridge Drive neighborhood and Whyburn. If mutually agreed upon by both the Whyburn developer and the Windridge property owner, the existing fence may be retained if in good condition or the board-on-board cedar fencing may be increased in height to a maximum of 8 feet in height. Written evidence of an agreement between the Whyburn developer and Windridge property owner shall be provided to the Town.
2. In an effort to maintain the existing tree screening along the common lot line between the Windridge Drive neighborhood and Whyburn, a Tree Preservation Plan must be approved by Town staff prior to issuance of a Development (DEV) permit. For trees located within 30-feet of the shared Windridge neighborhood property line, all existing trees 4-inches in caliper or greater, regardless of species, shall be retained by the Developer to the extent possible during the development process. The Developer may remove any non-protected trees within 30-feet of the shared Windridge neighborhood property line to make necessary drainage and grading improvements, as well as install the board-on-board cedar fencing per the construction plans approved by the Town of Flower Mound. Specimen and Protected Trees within the low density (SF-15) residential lots along the shared Windridge neighborhood property line, as identified on the approved Tree Survey, shall be preserved by the Developer regardless of distance from the shared property line unless approved by the Town. Within the entirety of the Whyburn property, the Developer reserves the right to remove any existing trees less than 4" in caliper, as well as remove existing limbs within 8-feet of the existing ground plane.
3. Tree planting standards listed in section 94-65 of the Town's Code of Ordinances shall be required for this Planned Development, except that the minimum caliper width of the tree that is planted in the front yard of each residential lot shall be a minimum of 3.5-inches in caliper.

4. At the time of development, 75% of the front yard for all residential lots shall be turf grass. The remaining 25% shall be groundcovers, shrubs, perennials, and/or annual plantings.

E. ENVIRONMENTAL PROTECTION PLAN. PD-189 is subject to the approved Environmental Protection Plan.

F. PARKS AND TRAIL IMPROVEMENTS.

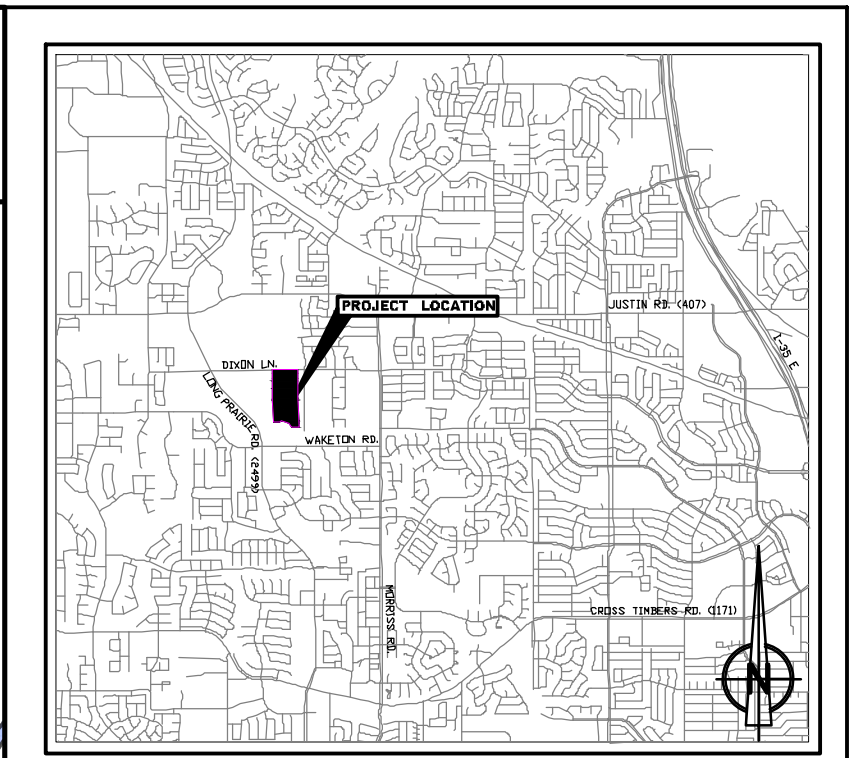
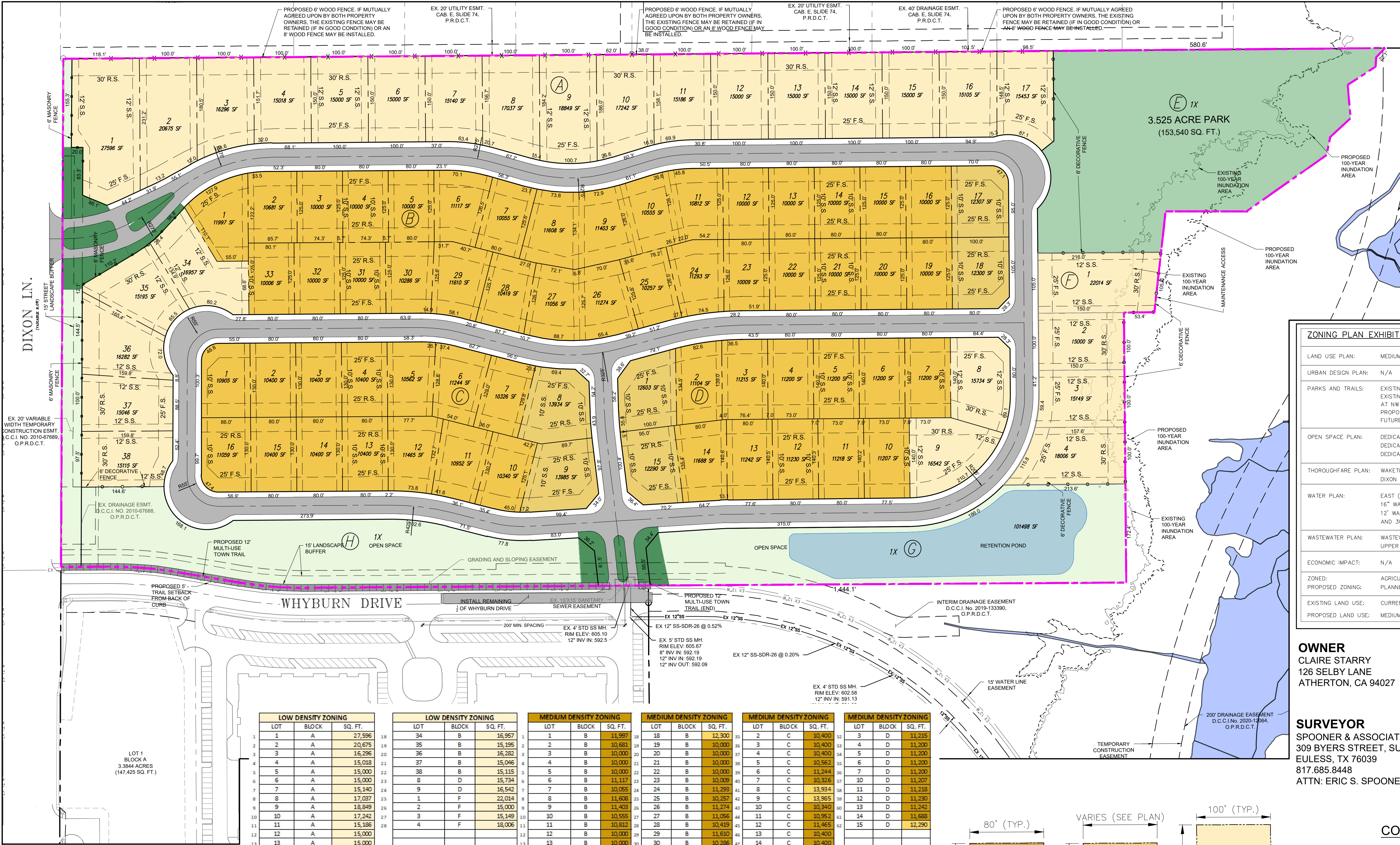
1. Based on the availability of associated Park Development Fees, and as documented through a development agreement, attached hereto as Exhibit __, the Developer shall install parking improvements within the park land dedication area (Tract 2). All parking improvements shall be constructed to meet Town of Flower Mound design standards, and upon completion, the Developer shall be reimbursed for any installed parking improvements.
2. As depicted on Exhibit "D," a 12-foot concrete trail will be installed along the eastern limits of Whyburn Drive. This trail shall be constructed to meet the Town of Flower Mound trail standards, and upon completion, the Developer shall be reimbursed through associated Park Development Fees for up to 8-feet of width of the 12-foot trail.

G. 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:	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 2.330 AC OPEN SPACE (BUFFER & PONDING) 'G' DEDICATED 2.233 AC OPEN SPACE (BUFFER & DRAINAGE) 'H' DEDICATED 3.525 AC PARK 'E'
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:	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

ZONING DATA TABLE				
ZONING DISTRICTS				
DEVELOPMENT STANDARDS	SF-10	SF-15		
MIN. LOT SIZE	10,000 SF	15,000 SF		
MIN. LOT WIDTH	70 FT	80 FT		
MIN. FLOOR AREA PER UNIT	1,800 FT ²	1,800 FT ²		
MIN. FRONT YARD	25 FT	25 FT		
MIN. SIDE YARD	10 FT	12 FT		
MIN. REAR YARD	25 FT	30 FT		
MAX. LOT COVERAGE	40%	35%		
MAX. HEIGHT (STORIES/FT)	2/35	2/35		

TRACT	AREA (ACRES.)	BASE ZONING	PROPOSED ZONING	PROPOSED FLOOR AREA RATIO
1	42.497	AG	PD	1:1

LOW DENSITY ZONING			
LOT	BLOCK	SQ. FT.	
1	A	27,596	18
2	A	20,675	19
3	A	16,296	20
4	A	15,018	21
5	A	15,000	22
6	A	15,000	23
7	A	15,140	24
8	A	17,037	25
9	A	18,849	26
10	A	17,242	27
11	A	15,186	28
12	A	15,000	
13	A	15,000	
14	A	15,000	
15	A	15,000	
16	A	15,105	
17	A	15,453	

LOW DENSITY ZONING			
LOT	BLOCK	SQ. FT.	
34	B	16,957	18
35	B	15,195	19
36	B	16,282	20
37	B	15,046	21
38	B	15,115	22
39	B	15,734	23
40	B	16,542	24
41	B	22,014	25
42	B	11,403	26
43	B	15,149	27
44	B	18,006	28

MEDIUM DENSITY ZONING			
LOT	BLOCK	SQ. FT.	
1	B	11,997	18
2	B	10,681	19
3	B	10,000	20
4	B	10,000	21
5	B	10,000	22
6	B	11,117	23
7	B	10,055	24
8	B	11,608	25
9	B	11,403	26
10	B	10,555	27
11	B	10,812	28
12	B	10,000	29
13	B	10,000	30
14	B	10,000	31
15	B	10,000	32
16	B	10,000	33
17	B	12,307	34

MEDIUM DENSITY ZONING			
LOT	BLOCK	SQ. FT.	
18	B	12,300	35
19	B	10,400	36
20	B	10,400	37
21	B	10,000	38
22	B	10,000	39
23	B	10,009	40
24	B	11,293	41
25	B	10,257	42
26	B	11,274	43
27	B	11,056	44
28	B	10,419	45
29	B	11,610	46
30	B	10,286	47
31	B	10,000	48
32	B	10,000	49
33	B	10,006	50
34	B	10,905	51

MEDIUM DENSITY ZONING			
LOT	BLOCK	SQ. FT.	
2	C	10,400	52
3	C	10,400	53
4	C	10,400	54
5	C	10,562	55
6	C	11,244	56
7	C	10,326	57
8	C	13,934	58
9	C	13,985	59
10	C	10,340	60
11	C	10,952	61
12	C	11,465	62
13	C	10,400	
14	C	10,400	
15	C	10,400	
16	C	11,059	
17	C	12,603	
18	C	11,104	

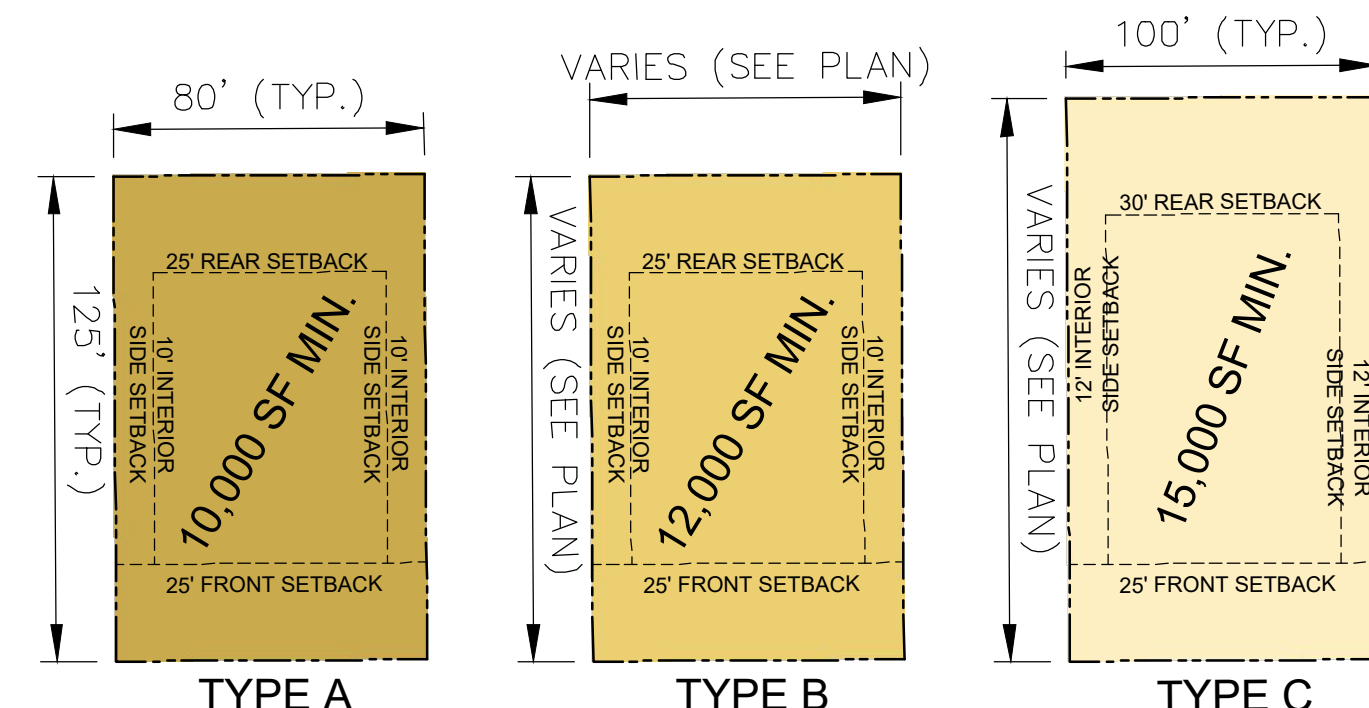
MEDIUM DENSITY ZONING			
LOT	BLOCK	SQ. FT.	
3	D	11,215	52
4	D	11,200	53
5	D	11,200	54
6	D	11,200	55
7	D	11,200	56
10	D	11,207	57
11	D	11,218	58
12	D	11,230	59
13	D	11,242	60
14	D	11,688	61
15	D	12,290	62

ZONING	LOTS	SQ. FT.	%
LOW	28	464,637	41%
MEDIUM	62	674,814	59%
TOTAL	90	1,139,451	

OPEN SPACE	SQ. FT.
E (PARK)	153,540
G	101,498
H	97,265
TOTAL	352,303

TOTAL DEVELOPMENT AREA 1,830,926 Sq. Ft.
AVERAGE LOT SIZE 12,661 Sq. Ft.
LOW DENSITY ZONING AREA 464,637 Sq. Ft. (Total of Lot Area)
MEDIUM DENSITY ZONING AREA 674,814 Sq. Ft. (Total of Lot Area)
PARK AREA 153,540 Sq. Ft.
REQUIRED PARK AREA 131,725 Sq. Ft.
PRIVATE OPEN SPACE 198,763 Sq. Ft.
GROSS DENSITY 2.14 Units Per Acre
NET AREA (Total Park-Open Space) 1,478,623 Sq. Ft.
NET DENSITY 2.65 Units Per Acre

LOTS 15,000 S.F. OR GREATER 28
LOTS 12,000 S.F. TO 14,999 S.F. 6
LOTS 10,000 TO 11,999 S.F. 56

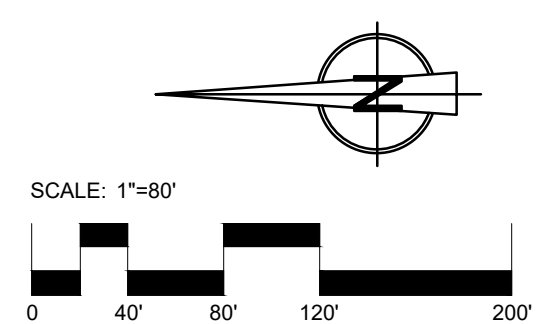


TYPICAL LOT DETAILS
N.T.S.

CONCEPT PLAN EXHIBIT WHYBURN 90 SINGLE FAMILY LOTS; 2 COMMON AREA LOTS; & 1 PARK LOT

BEING 1,830,926 SQ. FT. OR 42.032 ACRES OUT OF THE
70.0823 ACRES OF LOT 1, BLOCK B, WHYBURN ADDITION

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS



SUBMITTAL DATE: 03/13/2023



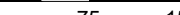
THIS PLAN IS CONCEPTUAL IN NATURE AND
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DURING THE PERMITTING PROCESS BASED ON
SITE PLAN AND GRADING PLAN APPROVAL.

SCALE

NORTH

VERT: ----

HORZ: 1"=150'



0 75 150 300'

SHEET NUMBER

Page 143 of 160

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

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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8	ECC TREE REVISIONS	10.05.2022
9	PLANNING AND ZONING REVISIONS	10.21.2022
10	SETBACK ADJUSTMENT	11.29.2022
11	TOWN COUNCIL REVISIONS	01.10.2023
12	12TH SUBMITTAL	01.20.2023
13	FINAL SUBMITTAL	02.10.2023

DESIGNED BY: LD
DRAWN BY: LD
CHECKED BY: LD

SCALE

VERT: ----
HORZ: 1"=80'
0 45 80' 160'

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

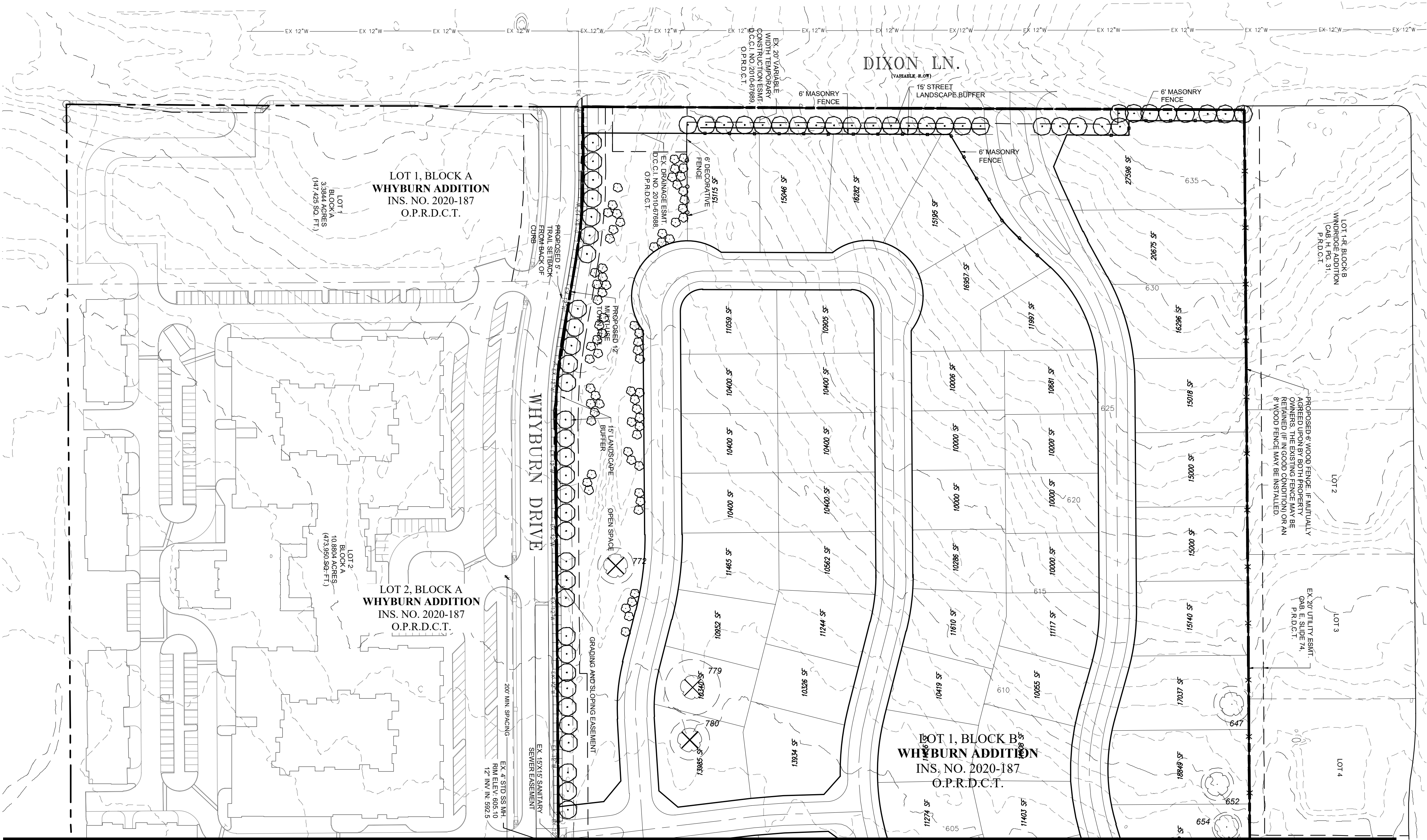
STREET BUFFER TREES

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



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 PLAN.
- 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.

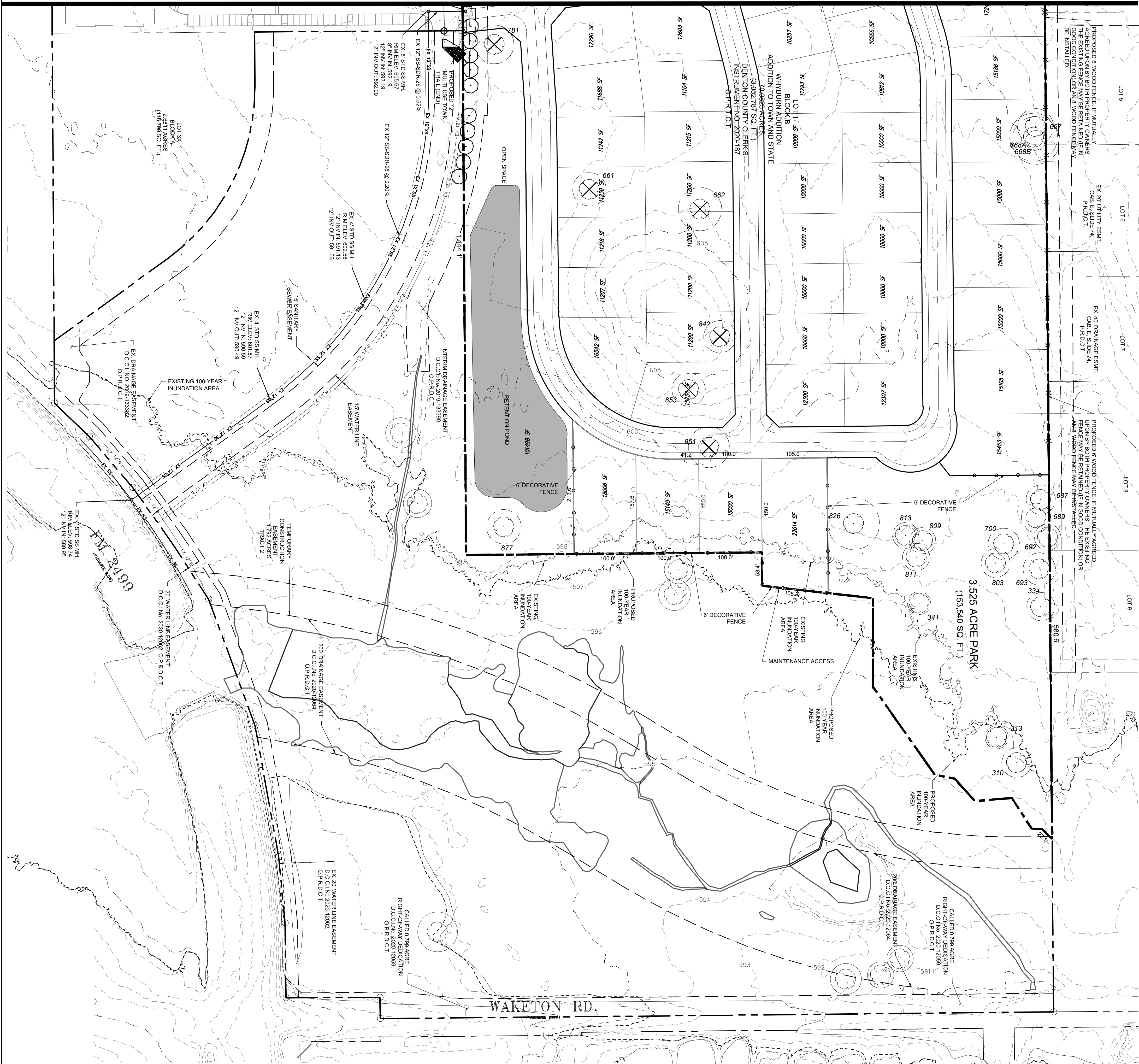


TEXAS 811
CALL BEFORE YOU DIG!
TEXAS ONE-CALL CENTER
IT'S THE LAW!

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.

REFER TO SHEET 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:

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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

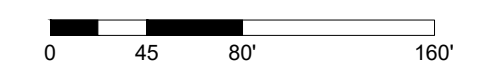
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DESIGNED BY: LD
DRAWN BY: LD
CHECKED BY: LD

SCALE

VERT: ----
HORZ: 1"=80'



SHEET TITLE

CONCEPTUAL LANDSCAPE
PLAN

SHEET NUMBER

RZ1.2

CIVIL ENGINEER

LANDESIGN
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

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
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10	SETBACK ADJUSTMENT	11.29.2022
11	TOWN COUNCIL REVISIONS	01.10.2023
12	12TH SUBMITTAL	01.20.2023
13	FINAL SUBMITTAL	02.10.2023

DESIGNED BY: LD
DRAWN BY: LD
CHECKED BY: LD

SCALE NORTH

VERT: ----
HORZ: NTS

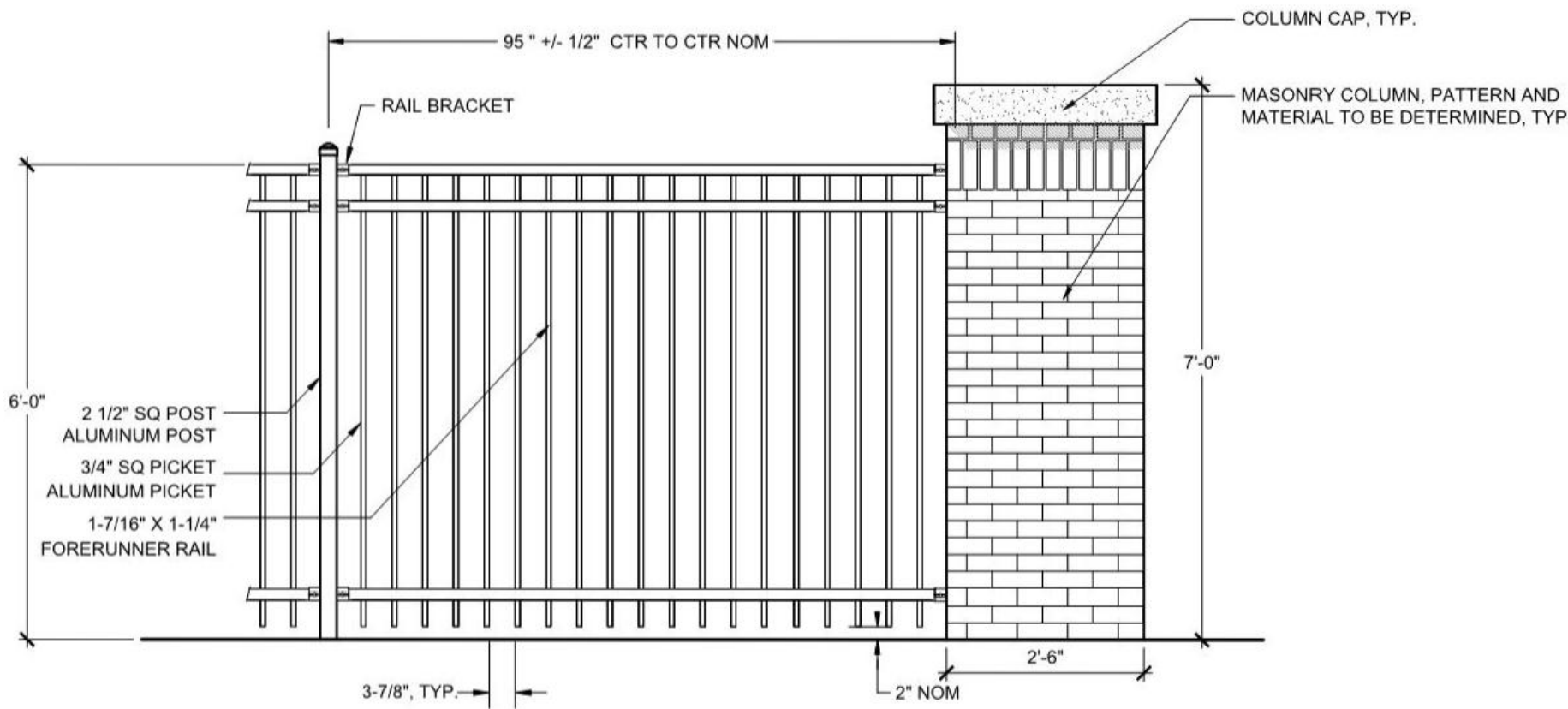
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SHEET TITLE

SITE DETAILS

SHEET NUMBER

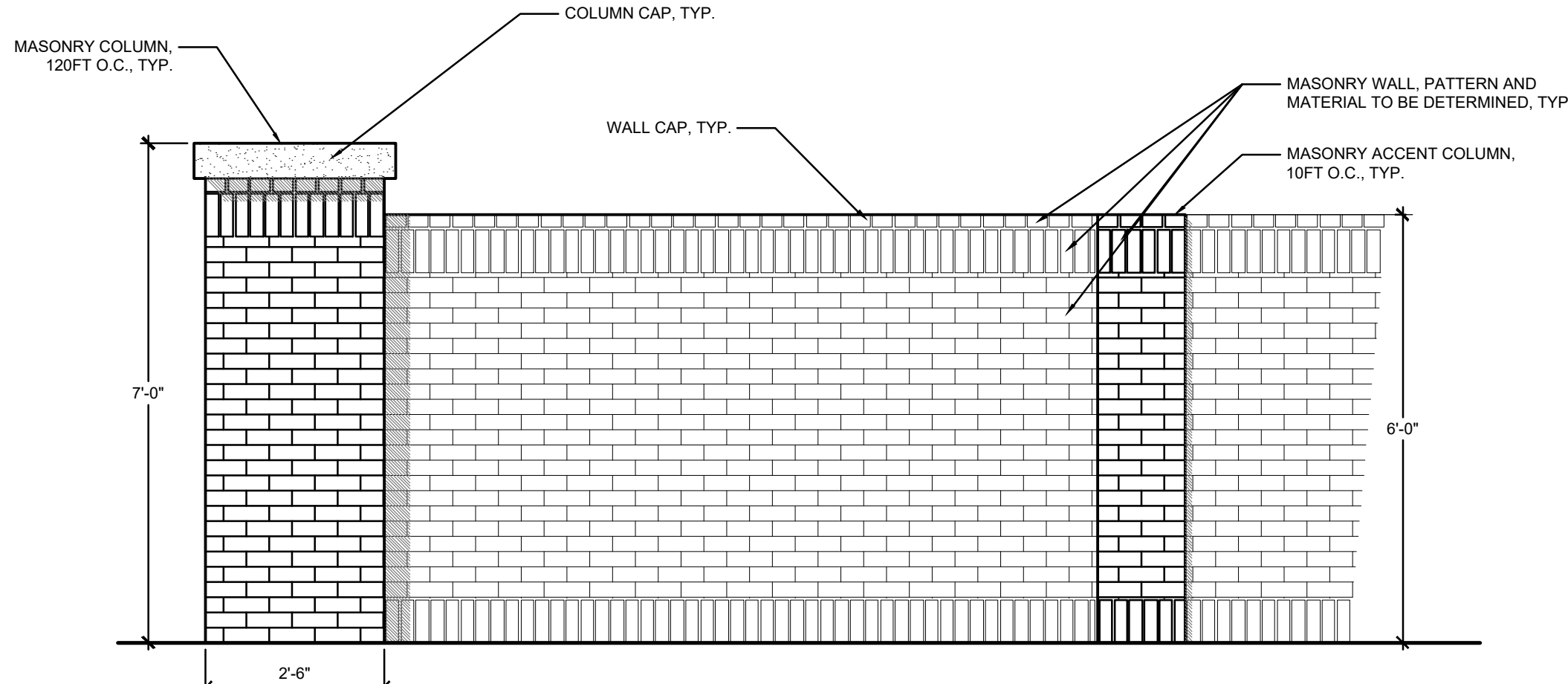
RZ2.0



NOTES:
1. DETAIL FOR DESIGN INTENT PURPOSES ONLY.

1 DECORATIVE FENCE
RZ2.0 ELEVATION

NTS



NOTES:
1. DETAIL FOR DESIGN INTENT PURPOSES ONLY.

2 SCREENWALL AND COLUMN
RZ2.0 ELEVATION

NOT TO SCALE



TOWN COUNCIL AGENDA K.5. REGULAR ITEM(S)

DATE: March 20, 2023

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 tree #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). (The Town Council moved to postpone this item by a vote of 5 to 0 at its December 5, 2022, meeting.)**

BACKGROUND: The Whyburn Farms development consists of approximately 42.039 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 42.032 acres to Planned Development District No. 189 (PD-189) with a mixture of Single-Family District-15 (SF-15) and Single-Family District-10 (SF-10) residential uses and amend the land use plan to Low and Medium Density Residential. According to the tree survey for the project, the site contains thirty (30) 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: 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. Permit application
3. Photographs
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

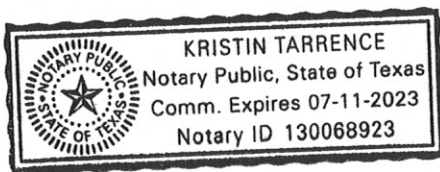
WHYBURN, KENNETH G TR
126 SELBY LN
ATHERTON, CA 94027-3960

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.

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

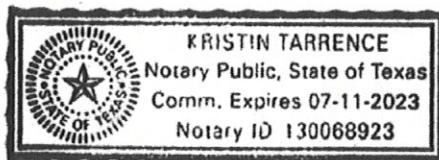
Given Under My Hand and Seal of Office
This the 1st Day of March, 2022
[Signature]
Notary Public
In and For Dallas County, Texas.

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



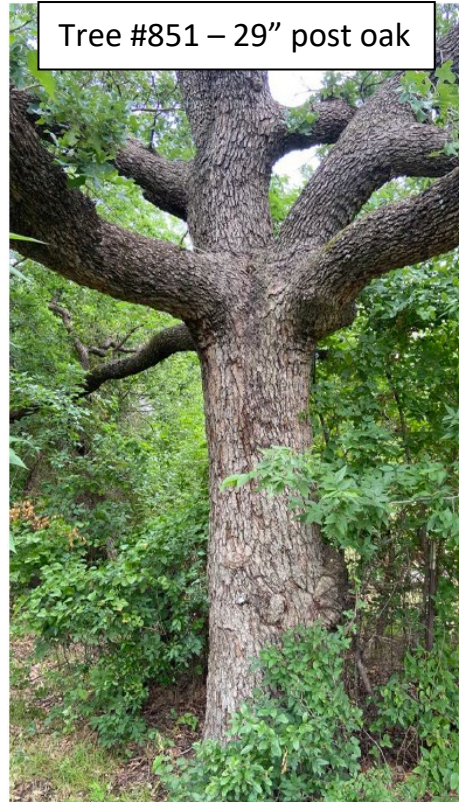
Tree #781 – 38" pecan



Tree #842 – 28" post oak



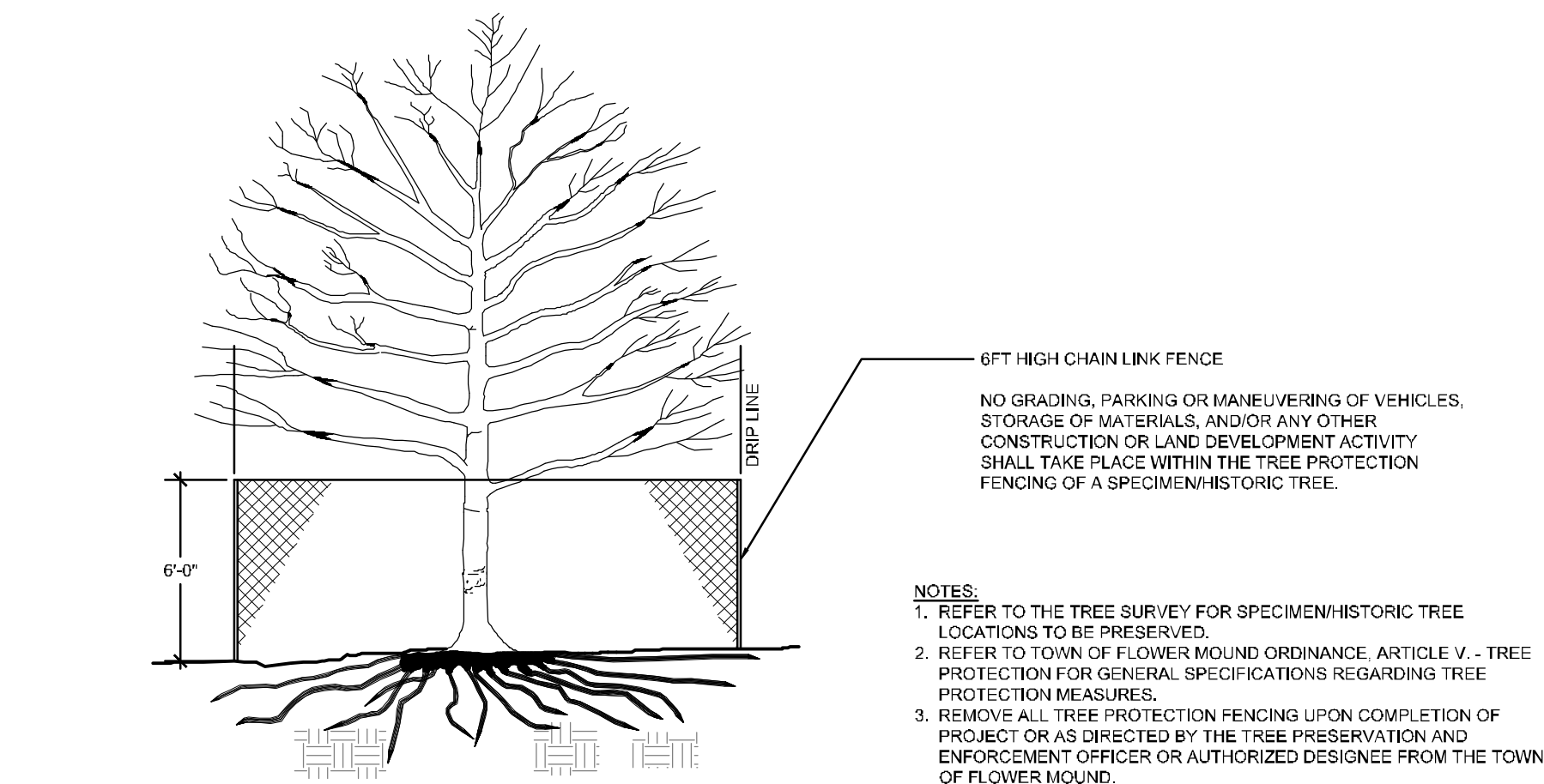
Tree #851 – 29" post oak



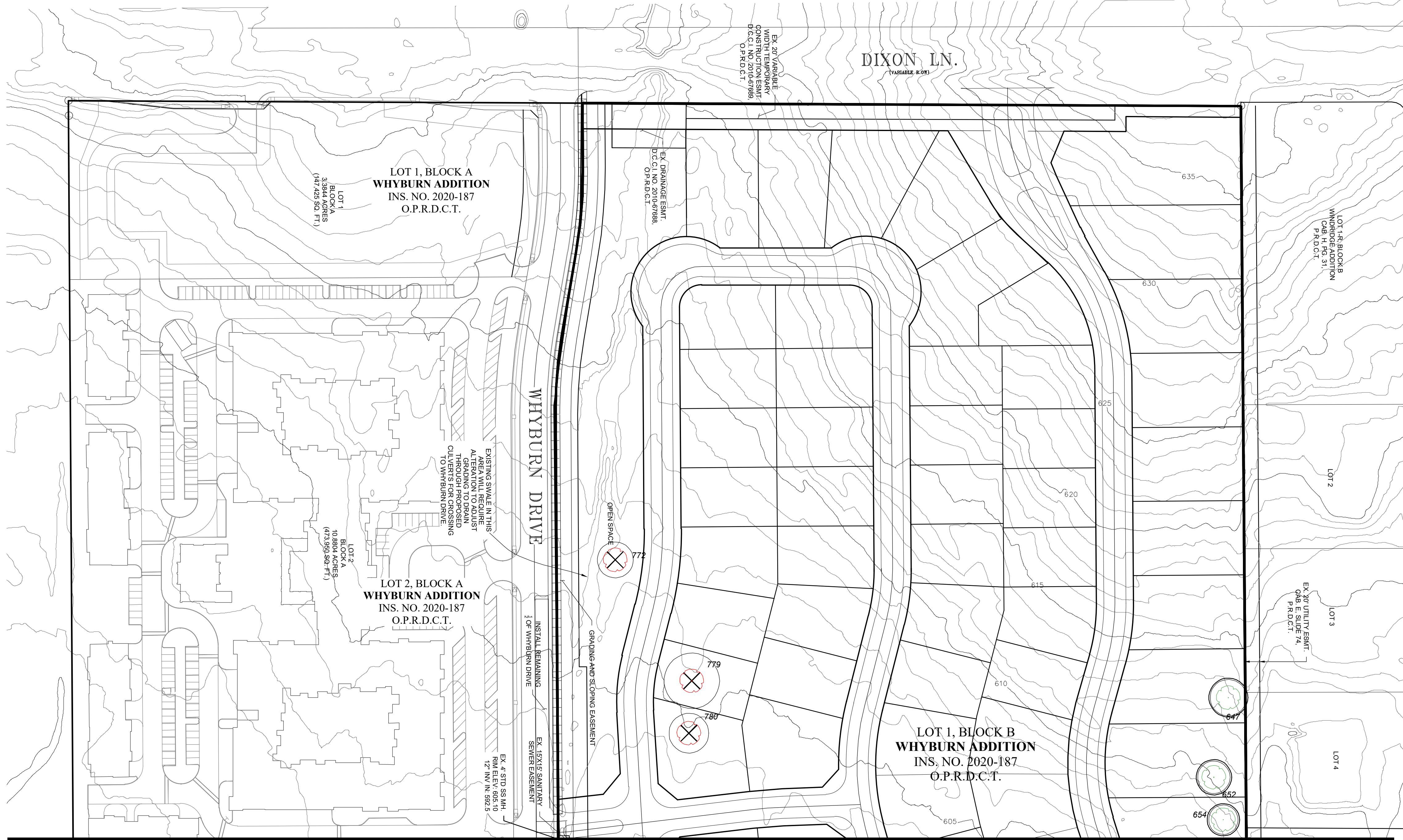
Tree #853 – 30" post oak



CIVIL ENGINEER

LANDDESIGN
5301 ALPHA ROAD, SUITE 24
DALLAS, TX 75240SPECIMEN TREE PROTECTION
SECTION

NTS



REFER TO SHEET RZ3.2

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 LANDDESIGN.
2. SHEETS RZ3.0-RZ3.4 PRODUCED BY LANDDESIGN 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.

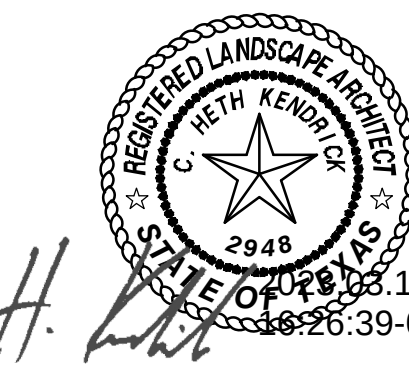
LEGEND

- 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.

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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DESIGNED BY: LD
DRAWN BY: LD
CHECKED BY: LD

SCALE

VERT: ----
HORZ: 1"=80'

0 45 80 160'

SHEET TITLE

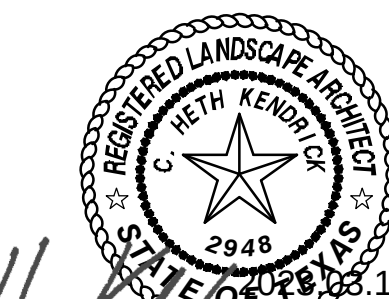
TREE SURVEY

SHEET NUMBER

RZ3.1

LANDDESIGN
5301 ALPHA ROAD, SUITE 24
DALLAS, TX 75240

KEY MAP



7. ~~10:26:54-05'00'~~

SEAN

PROJECT

2650 WHYBURN DRIVE
FLOWER MOUND, TX 75028

CARROLLTON, TX 75007

LANDDESIGN PROJ.# 8521130

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DESIGNED BY: LD
DRAWN BY: LD
CHECKED BY: LD

SCALE NORTH

VERT: --- 

HORIZ: 1"=80'



0 45 80' 160'

SHEET TITLE

TREE SURVEY

SHEET NUMBER

RZ3.2

TEXAS811
CALL BEFORE YOU DIG!
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.

REFER TO SHEET RZ3.1



LEGEND

- 780
- | | |
|---|----------------------------------|
|  | SPECIMEN TREE TAG |
|  | SPECIMEN TREE TO REMAIN |
|  | SPECIMEN TREE TO BE REMOVED |
|  | SPECIMEN TREE NOT IN SCOPE |
|  | SPECIMEN TREE PROTECTION FENCING |

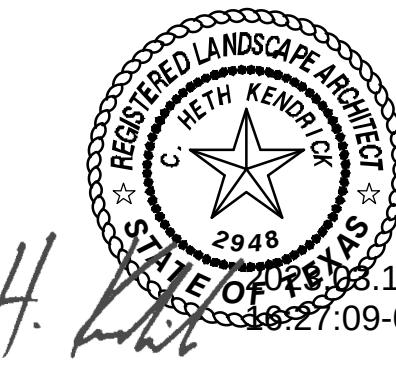
3/13/2023 4:04 PM HETH KENDRICK D:\CORP.LANDDESIGN.COM\DCORPDATA\PROJECTS\DAL\ 2021\8521130\CAD\EXHIBITS\ZONING MASTER PLANNED AGREEMENT EXHIBITS\21130-PLN-TREE SURVEY.DWG

ORIGINAL SHEET SIZE: 24" X 36"

CIVIL ENGINEER

LANDESIGN
5301 ALPHA ROAD, SUITE 24
DALLAS, TX 75240

KEY MAP



PROJECT

WHYBURN

2650 WHYBURN DRIVE
FLOWER MOUND, TX 75028

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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
310	38	CEDAR ELM	ULMUS CRASSIFOLIA	HEALTHY	SINGLE	BUILDABLE AREA	REMAIN	SPECIMEN
313	24	CEDAR ELM	ULMUS CRASSIFOLIA	HEALTHY	SINGLE	BUILDABLE AREA	REMAIN	SPECIMEN
334	36	POST OAK	QUERCUS STELLATA	FAIR	SINGLE	BUILDABLE AREA	REMAIN	SPECIMEN
341	23	POST OAK	QUERCUS STELLATA	HEALTHY	SINGLE	BUILDABLE AREA	REMAIN	SPECIMEN
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
687	26	PECAN	CARYA SPECIES	HEALTHY	SINGLE	BUILDABLE AREA	REMAIN	SPECIMEN
689	25	POST OAK	CARYA SPECIES	HEALTHY	SINGLE	BUILDABLE AREA	REMAIN	SPECIMEN
692	32	PECAN	CARYA SPECIES	HEALTHY	SINGLE	BUILDABLE AREA	REMAIN	SPECIMEN
693	30	PECAN	CARYA SPECIES	HEALTHY	SINGLE	BUILDABLE AREA	REMAIN	SPECIMEN
700	32	PECAN	CARYA SPECIES	HEALTHY	SINGLE	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
803	36	POST OAK	QUERCUS STELLATA	HEALTHY	SINGLE	BUILDABLE AREA	REMAIN	SPECIMEN
809	26	PECAN	CARYA SPECIES	HEALTHY	SINGLE	BUILDABLE AREA	REMAIN	SPECIMEN
811	36	POST OAK	QUERCUS STELLATA	FAIR	SINGLE	BUILDABLE AREA	REMAIN	SPECIMEN
813	26	PECAN	CARYA SPECIES	HEALTHY	SINGLE	BUILDABLE AREA	REMAIN	SPECIMEN
826	32	PECAN	CARYA SPECIES	HEALTHY	SINGLE	BUILDABLE AREA	REMAIN	SPECIMEN
842	28	POST OAK	QUERCUS VIRGINIANA	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: 30 TREES
TOTAL EXISTING SPECIMEN TREES TO REMAIN IN "HEALTHY OR FAIR" CONDITION: 21
TOTAL EXISTING SPECIMEN TREES TO BE REMOVED IN "HEALTHY OR FAIR" CONDITION: 9

TOTAL SPECIMEN TREES TO REMAIN PRESERVATION CREDITS: 118 TREE CREDITS

31" CEDAR ELM / 6 TREE CREDITS
24" CEDAR ELM / 4 TREE CREDITS
36" POST OAK / 6 TREE CREDITS
23" POST OAK / 6 TREE CREDITS
26" PECAN / 5 TREE CREDITS
26" 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
26" PECAN / 5 TREE CREDITS
25" POST OAK / 6 TREE CREDITS
32" PECAN / 6 TREE CREDITS
30" PECAN / 5 TREE CREDITS
32" PECAN / 6 TREE CREDITS
36" POST OAK / 6 TREE CREDITS
26" PECAN / 5 TREE CREDITS
30" POST OAK / 6 TREE CREDITS
26" PECAN / 5 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 - 118 TREE CREDITS = 80 TREES
CASH-IN-LIEU FEE: 80 TREES X \$600/TREE = \$48,000

TOTAL EXISTING CAL. INCH SPECIMEN TREES TO REMAIN : 624" 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!

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.

CIVIL ENGINEER

LANDESIGN
5301 ALPHA ROAD, SUITE 24
DALLAS, TX 75240

KEY MAP



18:27:20-05'00"
SEAL

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
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
10	SETBACK ADJUSTMENT	11.29.2022
11	TOWN COUNCIL REVISIONS	01.10.2023
12	12TH SUBMITTAL	01.20.2023
13	FINAL SUBMITTAL	02.10.2023

DESIGNED BY: LD
DRAWN BY: LD
CHECKED BY: LD

SCALE

VERT: ----
HORZ: 1"=150'

0 75 150' 300'
NORTH

SHEET TITLE

TREE SURVEY AERIAL
OVERLAY

SHEET NUMBER

RZ3.4

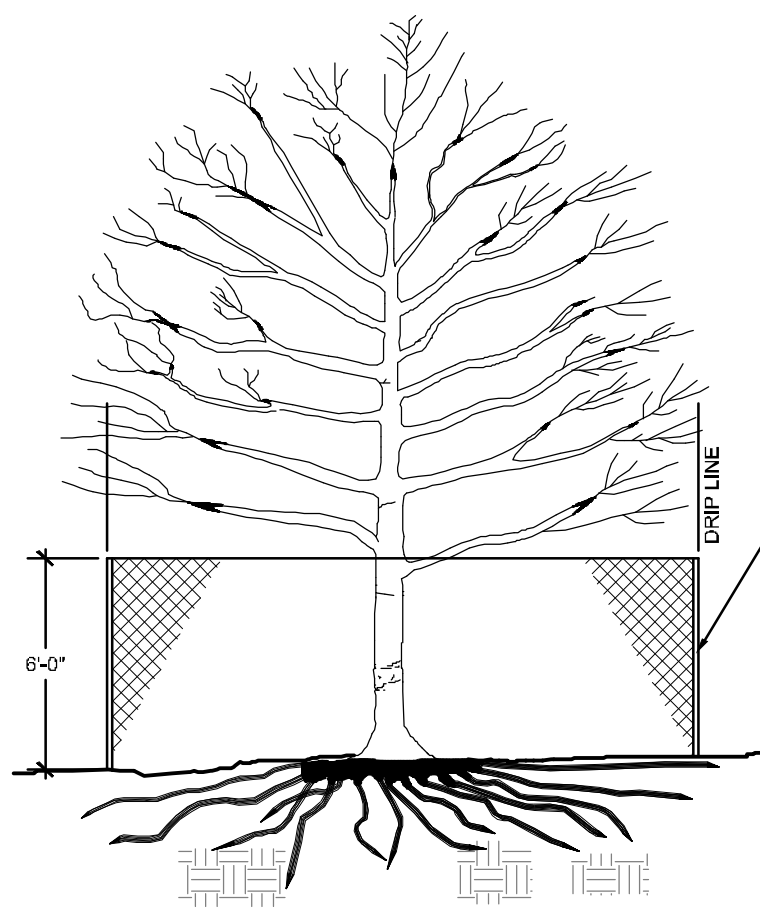
TREE PROTECTION NOTES:

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.
- 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.
- NO ATTACHMENTS OR WIRES OF ANY KIND, OTHER THAN THOSE OF A PROTECTIVE NATURE, SHALL BE ATTACHED TO THE SPECIMEN TREE.
- 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.
- UNLESS OTHERWISE APPROVED BY THE TOWN, NO CONSTRUCTION OR CONSTRUCTION-RELATED ACTIVITY SHALL OCCUR UNDER THE CANOPY OR DRIP LINE OF THE SPECIMEN TREE.
- 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.
- 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.
- 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:

- SPECIMEN TREE SURVEY INFORMATION AND ON-SITE DOCUMENTATION PROVIDED BY LANDESIGN.
- SHEETS R23.0-R23.4 PRODUCED BY LANDESIGN ARE FOR CONVEYING TREE ORDINANCE REQUIREMENTS ONLY, BASED ON THE SPECIMEN TREE SURVEY INFORMATION.
- THIS PLAN IS PRELIMINARY AND SUBJECT TO CHANGE AND WILL BE FINALIZED DURING THE PERMITTING PROCESS BASED ON FINAL SITE PLAN AND GRADING PLANS.
- ADDITIONAL PROTECTED TREES TO BE PRESERVED ON SITE AS FINAL GRADING ALLOWS AND FINALIZED DURING THE DEVELOPMENT/PERMITTING PROCESS.
- REFER TO SHEET R23.3 FOR ADDITIONAL SPECIMEN/PROTECTED TREE MITIGATION INFORMATION.



SPECIMEN TREE PROTECTION

SECTION

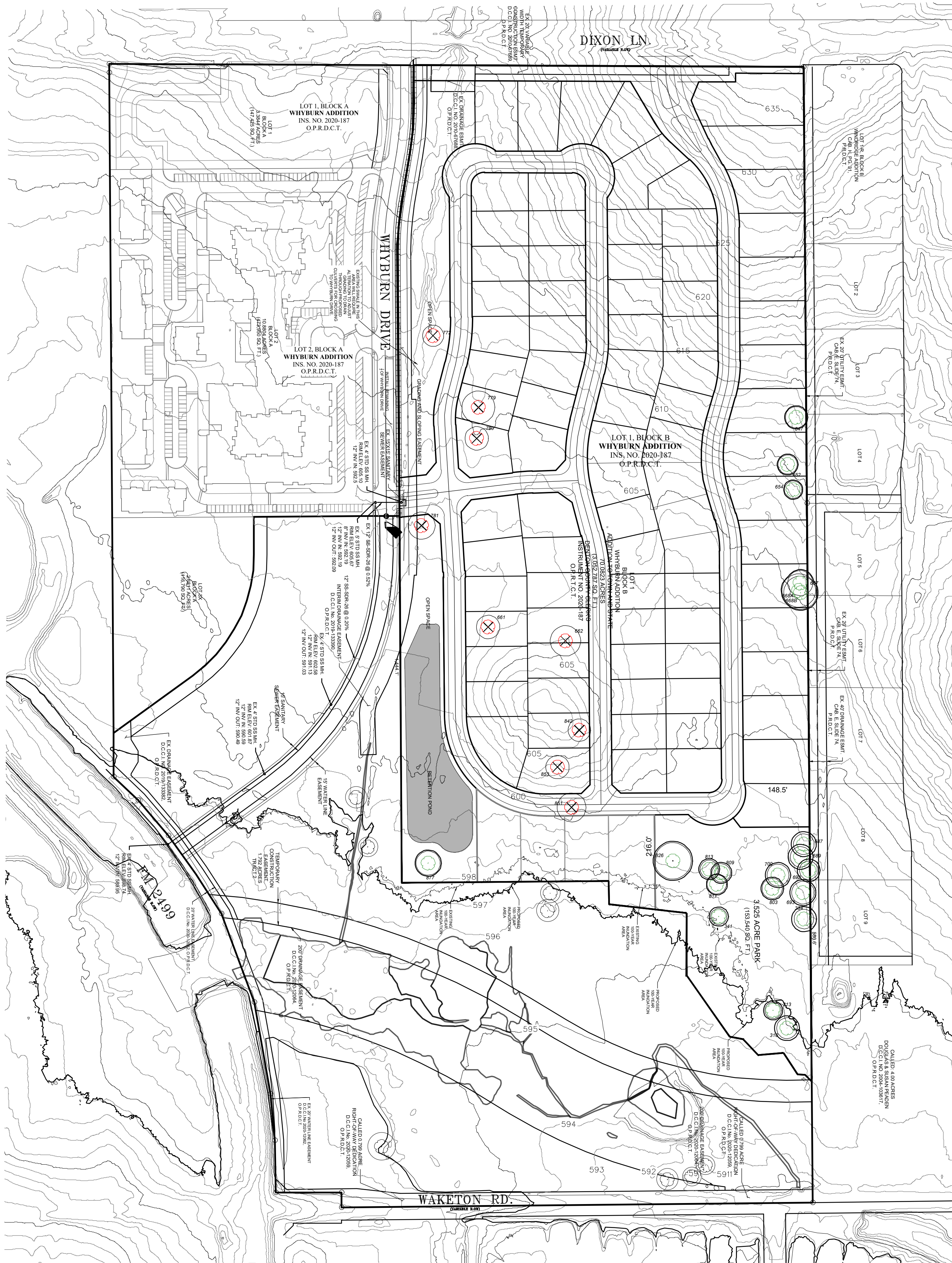
NTS

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:

- REFER TO THE TREE SURVEY FOR SPECIMEN/HISTORIC TREE LOCATIONS TO BE PRESERVED.
- REFER TO TOWN OF FLOWER MOUND ORDINANCE, ARTICLE V - TREE PROTECTION FOR GENERAL SPECIFICATIONS REGARDING TREE PROTECTION MEASURES.
- 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.



LEGEND

- 780 SPECIMEN TREE TAG
- SPECIMEN TREE TO REMAIN
- SPECIMEN TREE TO BE REMOVED
- SPECIMEN TREE NOT IN SCOPE
- SPECIMEN TREE PROTECTION FENCING



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TOWN COUNCIL FUTURE AGENDA ITEMS

	Meeting Date	Agenda Item	Category
1.	4/3/2023	Consider approval of a Construction Agreement with A & B Construction, LLC, for the Timber Creek Water Line Phase I (Garden Homes) project, in the amount of \$1,393,317.00; and authorization for the Mayor to execute same on behalf of the Town.	Construction Agreement
2.	4/3/2023	Consider approval of a TIRZ Consulting agreement with P3 Works LLC.	Contracts
3.	4/3/2023	Upper Timber Interceptor (Morris Road to One Place Lane) - Buyboard Award	Contracts
4.	4/3/2023	Consider approval of the minutes from the 3/20 regular meeting.	Minutes
5.	4/3/2023	Consider approval of an ordinance to reappoint Alternate Municipal Judge Stephanie Askew for the period of April ____, 2023, through April ____, 2025.	Other
6.	4/3/2023	Proclamation and presentation of Hometown Hero banner to Mason Lewis.	Presentation
7.	4/3/2023	PLACEHOLDER: Mental Health Awareness Proclamation	Presentation
8.	4/3/2023	PLACEHOLDER: Child Abuse Prevention Proclamation	Presentation
9.	4/3/2023	Citizens Academy Graduation	Presentation
10.	4/3/2023	Consider approval of a Professional Services Agreement with Flock Group, Inc., to provide equipment, installation, technical support, and software for license plate reader technology at five (5) locations along Town roadways as part of a sixty-day pilot period as no cost effectiveness trial; and authorization for the Mayor to execute same on behalf of the Town. This technology is being evaluated for consideration as a decision package in the FY 23-24 budget.	Professional Service Agreement
11.	4/3/2023	Consider approval of a Professional Services Agreement with Arias & Associates, Inc., to provide construction materials engineering and testing, for the Royal Oaks Water Line Replacement Phase I project, in the amount of \$15,825.00; and authorization for the Mayor to execute same on behalf of the Town.	Professional Service Agreement
12.	4/3/2023	Lower Timber Interceptor Rehabilitation (Paisley Drive to Rockcreek Court) - Design PSA	Professional Service Agreement
13.	4/3/2023	Forest Vista AC Water Line Decommissioning - Design PSA	Professional Service Agreement
14.	4/3/2023	Lakeside Parkway Capacity Improvements - Design PSA	Professional Service Agreement

3/17/2023

TOWN COUNCIL FUTURE AGENDA ITEMS

	Meeting Date	Agenda Item	Category
15.	4/17/2023	Consider approval of the minutes from the 4/3 regular meeting.	Minutes
16.	4/17/2023	Best Practices presentation to Fire and Emergency Services	Presentation
17.	5/1/2023	Consider approval of the minutes from a regular meeting on 4/17 and a work session held on 4/20.	Minutes
18.	5/16/2023	Placeholder: Canvass Results from May 6 Bond Election	Elections
19.	5/16/2023	Placeholder: Canvass Results from May 6 Election	Elections
20.	5/16/2023	Consider approval of the minutes from a regular meeting held on 5/1.	Minutes
21.	5/16/2023	Oak Street Lift Station and Force Main Phase IV - Testing PSA	Professional Service Agreement
22.	5/18/2023	The following Boards and Commissions to provide update reports:All Together Flower MoundAnimal ServicesCultural ArtsEnvironmental ConservationParksSchool LiaisonTransportation Veterans Liaison	Other
23.	6/5/2023	High Road Water Line Phase II - Construction Agreement	Construction Agreement
24.	6/5/2023	High Road Water Line Phase II - Testing PSA	Professional Service Agreement